CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: February 22, 2011

TITLE: APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

2. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill vacancies for the Accessibility Appeals Board and the Environmental and Historical Preservation Board. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

The Accessibility Appeals Board has one vacant construction representative position with a term expiring June 30, 2011. The City Clerk's Office received one application from Alvin C. Horn.

The Environmental and Historical Preservation Board has one vacant position with a term expiring June 30, 2012. The City Clerk's Office received two applications from Joseph E. Brooks and Gregory A. Hagans.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Gregory A. Hagans, an applicant to the Environmental and Historical Preservation Board, is planning to attend a meeting on March 14 (the Board meets second Monday of each odd-numbered month).

ALTERNATIVES

The Environmental and Historical Preservation Board considers matters pertaining to the preservation of the City's heritage and cultures, and matters of environmental concern, including matters pertaining to hazardous materials and waste within or affecting the City. The Accessibility Appeals Board has the general power and duty to conduct hearings on written appeals made under subdivision (a) of California Health and Safety Code Section 19957.5. Choosing not to fill a vacancy on the above-mentioned boards would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicants

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Department Director

AGENDA DATE: February 22, 2011

TITLE: SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)

RECOMMENDED ACTION

Staff recommends that the City Council review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

BACKGROUND

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP) and Moreno Valley received an allocation of $11,390,116 to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages.

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance. This additional allocation represents the third round of NSP funding and is referred to as NSP3. Moreno Valley was allocated $3,687,789 in NSP3 funds. Though almost identical in use to the original NSP grant, the City's NSP3 program must conform to specific rules and regulations provided in the Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on October 19, 2010.

To officially secure the NSP 3 grant allocation, the City must adopt Substantial Amendment #1 to the FY 2010-11 Annual Action Plan and submit to HUD a completed NSP3 application detailing the City's Plan no later than March 1, 2011.

DISCUSSION

In general, HUD requires NSP3 applications to meet certain criteria:

1. Cities must target the areas of the community significantly affected by foreclosures, vacant, and abandoned homes.
2. Cities must assist low, moderate, and middle-income level households (those earning up to 120% of the area's median income or AMI).
3. Cities must expend at least 25% of the grant to address the needs of households earning no more than 50% AMI.
4. Program administration costs may not exceed 10% of the NSP3 allocation plus 10% of the program income.
5. NSP3 activities must comply with the list of eligible activities outlined below:

Eligible Uses / Activities	
(a)	Establish financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including down payment assistance programs such as soft-seconds, loan loss reserves, and shared-equity loans for low-, moderate-, and middle-income homebuyers.
(b)	Purchase and rehabilitate homes and residential properties that have been abandoned and foreclosed upon, in order to sell, rent, or redevelop such homes and properties.
(c)	Establish and operate land banks for homes and residential properties that have been foreclosed upon.
(d)	Demolish blighted structures.
(e)	Redevelop demolished or vacant properties as housing.

TARGET AREAS

HUD has provided data to assist jurisdictions in evaluating areas with current and future risk of foreclosure and in developing NSP3 strategies for their communities. HUD calculated foreclosure risk factors for every census tract in the City of Moreno Valley, ranked from 1 to 20, with a score of 20 indicating the HUD-estimated areas of greatest need. For California, HUD established a minimum census tract need score of 17. Regrettably, all of Moreno Valley scored above the threshold and 87% of Moreno Valley scored 20.

Unlike NSP1, which was approved for use in approximately two-thirds of Moreno Valley, the NSP3 program requires "deep targeting" of grant funds using a mapping tool that generates a unit impact quota for the number of units to be assisted within a proposed neighborhood. To further assist with the determination of where to target NSP3 efforts,

HUD also recommended consideration of several policy maps. Since all of Moreno Valley is eligible, targeting specific neighborhoods of a size the grant could reasonably impact was challenging. Staff has analyzed data for census tracts, eliminated areas of need within the boundaries of the existing NSP1 program (with the exception of specific condominium projects to be described below), and recommends the dedication of NSP3 funds to the following target areas (see Attachment A - map):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr.
- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave.

Note: though relatively small in area, staff propose the inclusion of condominium complexes in the NSP3 target areas to enable the acquisition, rehabilitation, and resale to households earning up to 50% AMI (which complies with the HUD requirement to spend 25% of the NSP grant on this population). Furthermore, some Moreno Valley condominium complexes are experiencing inadequate owner-occupancy rates and have become ineligible for FHA financing. NSP3 investment and owner-occupied homebuyers is intended to improve FHA financing eligibility.

PROGRAM OVERVIEW

Four primary activities have been identified as best addressing the needs of the community while meeting the requirements of HUD. Below is a brief overview of the proposed activities for the City of Moreno Valley's NSP program. Funding recommendations are included for each proposed activity. Consistent with the NSP1 program, staff is requesting authority be granted to the City Manager to move NSP funds between HUD-approved activities if it is determined necessary. This authority would assist the City to respond quickly to situations affecting the program, such as changing market conditions.

For detailed information, a draft of the Neighborhood Stabilization Program Substantial Amendment is included as Attachment B of this report.

Activity 1 – Acquisition, Rehabilitation, Resale of Single Family Homes

Staff proposes to use 72% of the grant or $2,669,010 to acquire foreclosed single-family or condominium residence(s) and then rehabilitate and resell them to income eligible households of up to 120% AMI. Staff proposes to partner with several CHDO, non-profit and for-profit residential development partners to expand the successful NSP1 Acquisition, Rehabilitation, Resale program into the added NSP3 target areas. Properties will be acquired at a minimum discount of 1% below appraised value, in compliance with NSP regulations. Prior to resale, the properties will be rehabilitated

and inspected by an inspector for compliance with the City's Housing Quality Standards. Energy efficient and environmentally-friendly "green" elements will be incorporated into the rehabilitation scopes of work for each property.

To meet the NSP3 requirement to dedicate at least 25% of the grant to households that earn up to 50% AMI, attention will be directed to the acquisition and rehabilitation of homes to be made available to households in the target price range.

Activity 2 - Neighborhood Stabilization Homeownership Program (NSHP)
Staff proposes to use 8% of the grant or $300,000 eligible homebuyers in purchasing and completing minor rehabilitation of foreclosed Moreno Valley properties. Modeled after the NSHP offered by the County of Riverside, NSP3 funds would provide purchase price and home repair assistance to qualified households for the purchase of foreclosed homes in one of the NSP3 target areas.

Unlike the City's Redevelopment-funded downpayment assistance program, the NSHP could also include an optional home repair assistance to the home purchased, incorporating energy-efficient improvements that will provide long-term affordability and increased sustainability. Eligible activities in the NSHP home repair assistance will include interior and exterior repairs and curb appeal improvements.

Activity 3 – Demolition
During the course of administering the NSP1 grant, staff have encountered the occasional foreclosed property in such disrepair that rehabilitation was not economically feasible. Demolition of blighted structures is an NSP-eligible activity and staff recommends allocating 3% ($100,000) in the NSP3 program to enable the tear-down of a property for which rehabilitation is not an option.

Activity 4 – Land Banking
A land bank would be established to assemble, temporarily manage, and dispose of vacant land after a demolition spelled out in Activity 3. Staff recommends allocating 7% ($250,000) to fund maintenance of property after a demolition has occurred or for the acquisition foreclosed vacant residential property until new residential construction on that property takes place.

Activity 5 – Redevelopment

This activity funds the redevelopment of demolished sites or vacant sites acquired and held in the City's land bank for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts in Target Areas 1 and 2, as defined above. In addition, the City will leverage the NSP3 funds with other available funding sources (i.e. HOME and Redevelopment Set-Aside funds) to maximize the effectiveness of the activity.

Administrative/Planning Costs
The remaining 10% ($368,779) of the grant will be reserved for grant administration and planning purposes.

ALTERNATIVES

1. **Alternative 1**. Adopt Amendment 1 to the FY 10/11 Annual Action Plan and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff recommends this action because it complies with the Dodd-Frank Act and adheres to the guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).**

2. **Alternative 2:** Decline to adopt Amendment 1 to the FY 10/11 Annual Action Plan and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff does not recommend this action because it would result in a failure to complete Dodd-Frank Act and HUD requirements for NSP3.**

FISCAL IMPACT

The NSP3 funds are a HUD grant and do not require any matching funds. Please note, this amendment will not impact other City funding (i.e., the General Fund or redevelopment). The Federal Housing and Economic Recovery Act does allow for the leveraging of NSP funds with existing RDA or CDBG monies. However, this is currently not considered as a viable option because these funds have been previously budgeted to other projects.

It is anticipated that the NSP activities could potentially generate revenue, or program income. Should this occur, the HERA requires that the monies to be reapplied to the NSP program and treated as additional funding, subject to the same expenditure criteria. According to the HERA, the City may continue to utilize NSP program income through July 30, 2013. As currently written, any program income generated after that date must be returned to the U.S. Treasury.

A summary of the NSP budget is provided below.

PROPOSED NSP BUDGET	
NSP Total Grant	$3,687,789
NSP-Activity 1: Single Family Acquisition/Rehabilitation/Resale	$ 2,669,010
NSP-Activity 2: Neighborhood Stabilization Homeownership Program	$ 300,000
NSP-Activity 3: Demolition	$ 50,000
NSP-Activity 4: Land Banking	$ 100,000
NSP-Activity 5: Redevelopment	$ 200,000
NSP Administration Cap (10%)	$368,779
Total Anticipated Grant Expenditures	$3,687,789

The $3,687,789 grant will be made available to Moreno Valley as a line of credit through HUD's Disaster Recovery Grant Reporting System (DRGR)[1]. Once the Annual Action Plan Amendment is approved by HUD, the City will be required to submit quarterly reports summarizing obligations, expenditures, draw downs, and accomplishments for all activities through the DRGR system.

Under NSP3, grantees have 2 years from the date HUD signs the grant agreements to expend 50% the grant funds and 3 years to expend an amount equal to the total grant allocation.

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   NSP3 funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. **PUBLIC SAFETY**
   The NSP3 activities will directly or indirectly help to provide a secure environment for by reducing the number of vacant and abandoned properties in the community.

3. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   The NSP3 activities will help to preserve, rehabilitate and improve the City's existing neighborhoods.

SUMMARY

In accordance with the Wall Street Reform and Consumer Protection Act of 2010, HUD is allocating additional emergency grants to states, cities, and counties to address the foreclosure crisis. The City of Moreno Valley has been allocated $3,687,789 to implement a third round of Neighborhood Stabilization Program activities (NSP3) within a 36-month timeline. To receive the grant allocation, an NSP3 Substantial Amendment to the FY 10/11 Annual Action Plan must be provided to HUD no later than March 1, 2011. This report provides for an overview of the four proposed activities to be implemented as part of the NSP3 program, if approved.

Funding recommendations are included herein for each proposed activity. Consistent with the NSP1 program, staff is requesting authority be granted to the City Manager to move NSP funds between HUD-approved activities if it is found necessary. This authority would assist the City to respond quickly to situations affecting the program, such as changing market conditions.

[1] HUD will monitor the NSP monies separately from standard CDBG funds, which are monitored via the Integrated Disbursement and Information System (IDIS).

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on February 7, 2011. A copy of the draft NSP3 amendment was also available on the City website for public review and comment. A summary of the proposed program was also made available in Spanish. The official 15-day public review period occurred between February 7, 2011 and February 21, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A Proposed NSP3 Target Areas Map
ATTACHMENT B Neighborhood Stabilization Program 3 Substantial Amendment

Prepared By:
Name Michele Patterson
Title Redevelopment & Neighborhood Programs Administrator

Department Head Approval:
Name Barry Foster
Title Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

FORECLOSURE

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INDIAN ST
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FILAREE AVE
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Attachment B

NEIGHBORHOOD STABILIZATION PROGRAM 3RD ROUND

SUBSTANTIAL AMENDMENT
CITY OF MORENO VALLEY

Jurisdiction(s): City of Moreno Valley **Jurisdiction Web Address:** http://www.moval.org/resident_services/housing/index_housing.shtml **Mailing Address:** 14177 Frederick St. Moreno Valley, CA 92553	**NSP Contacts:** Michele Patterson Redevelopment & Neighborhood Programs Administrator Shanikqua Freeman Housing Program Coordinator **Telephone:** 951-413-3450 **Fax:** 951-413-3459 **Email:** MicheleP@moval.org ShanikquaF@moval.org

The City of Moreno Valley wishes to thank HUD for recognizing the seriousness of the housing crisis in our City and allocating $3,687,789 in the third round of Neighborhood Stabilization Program (NSP) funds to address foreclosed, vacant, and abandoned homes. The City is determined to find the highest and best use for these emergency dollars and offers the following plan for your review.

NEIGHBORHOOD STABILIZATION PROGRAM 3RD ROUND

SUBSTANTIAL AMENDMENT
CITY OF MORENO VALLEY

MORENO VALLEY
WHERE DREAMS SOAR

TABLE OF CONTENTS

PAGE

A. AREAS OF GREATEST NEED 1
B. DISTRIBUTION AND USES OF FUNDS 3
C. DEFINITION AND DESCRIPTIONS 6
D. HOUSING MARKET CONDITIONS 8
E. INFORMATION BY ACTIVITY 9
- ACTIVITY 1, ACQUISITION, REHABILITATION, RESALE 9
- ACTIVITY 2, NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM 11
- ACTIVITY 3, DEMOLITION 14
- ACTIVITY 4, LAND BANKING 16
- ACTIVITY 5, REDEVELOPMENT 18
- ACTIVITY 6, ADMINISTRATION 19

F. SPECIFIC ACTIVITY REQUIREMENTS 21
G. LOW INCOME TARGETING 21
H. DEMOLITION OR CONVERSION OF LOW- AND MODERATE-INCOME UNITS 22
I. PUBLIC COMMENT PERIOD 22

APPENDICES

REQUIRED CERTIFICATIONS ..... APPENDIX A
NSP SUBSTANTIAL AMENDMENT CHECKLIST ..... APPENDIX B
APPLICATION FOR FEDERAL ASSISTANCE STANDARD FORM 424 ..... APPENDIX C

ATTACHMENTS

CENSUS TRACT AND BLOCK GROUP MAP WITH RISK SCORES ..... ATTACHMENT 1
NSP3 MAPPING TOOL MAPS AND REPORTS ..... ATTACHMENT 2

A. AREAS OF GREATEST NEED

HUD: Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

City Response:

The City of Moreno Valley is a 51-square mile city located in western Riverside County, California. Through 2006, Moreno Valley consistently ranked as one of the fastest growing cities in the nation. This significant growth rate, combined with skyrocketing home prices and risky lending practices, placed Moreno Valley near the top of a less desirable ranking – it is one of the cities hardest hit by foreclosures.

The Department of Housing and Urban Development (HUD), via the 2008 HERA Act, recognized the seriousness of Moreno Valley's foreclosure problem and allocated $11,390,116 to the City for use in neighborhood stabilizing activities. In the effort to address continued needs, Moreno Valley was allocated an additional $3,687,789 in the third round of Neighborhood Stabilization Program (NSP) funds, authorized on July 21, 2010 under the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act).

In response to Moreno Valley's foreclosure problem and with HUD's allocations, the City will focus its efforts in the areas of greatest need. In order to identify these areas, the City analyzed various information:

The foreclosure and abandonment risk scores were calculated by HUD, through evaluation of the data described below. HUD provided the risk scores in a 1-20 priority ranking with 20 representing the highest risk of foreclosure/abandonment. HUD established California's minimum eligible need score of 17. **The entire City of Moreno Valley has been determined eligible, with NSP3 Need Scores ranging from a few Census Tracts with scores of 18 or 19 and 87% of the City scoring at 20.**

HUD's NSP3 Risk Score Data Sources:

1). City unemployment rate – Moreno Valley's rate is currently 16.4% (14,300 Moreno Valley were unemployed in December 2010), which significantly exceeds Riverside County's rate of 14.2%.
2). Average housing sales price decline since market peak – Moreno Valley's resale prices have declined – 44.3% since the peak of the market.
3). High cost loan rates by census tract/block groups (mortgages with interest-only payment options, stated income mortgages with high loan to value ratios, etc.) – Moreno Valley's high cost loan rates range from 21.1% to 41%.

The City considered HUD's updated Census Tract foreclosure risk scores, datasets found on www.huduser.org, HUD's NSP3 Mapping Tool, maps developed at the HUD-recommended www.policymap.com website, plus Moreno Valley's NSP1 Target Area map and developed the attached map of the City's proposed NSP3 Target Areas (see Attachment 1).

Utilizing this data, the City identified areas of need, including areas with a high percentage of current home foreclosures, areas with a high percentage of risky home loans, and areas with high future foreclosure rate projections.

Specific Findings:

Since the entire City of Moreno Valley has been determined eligible, with 87% of the Census Tracts assigned an NSP3 Need Scores at 20, the City has used deep targeting to identify the NSP3 Target Areas as those that offer the greatest potential for visible impact. The City proposes to prioritize the use of NSP3 funds in targeted Census Tracts not identified as eligible as part of the NSP 1 Program, to expand the City's NSP response capabilities. The proposed Target Areas have all received a HUD-calculated Foreclosure Risk Score of 20, demonstrating a concentration of existing foreclosures, a high percentage of homes finance with subprime mortgages, and a risk of high future foreclosure rates (also evidenced through the NSP3 Planning Data).

NSP3 Target Areas:

NSP3 requires a focused approach to each grantee's foreclosure response. As a result, Moreno Valley utilized deep targeting principles to select the proposed NSP3 Target Areas.

Though the City's NSP1 program is successfully serving a large portion of Moreno Valley (30 of the City's 86 Census Tracts), several Census Tracts that were found ineligible for NSP1 assistance have suffered an increase in the foreclosure risk factors and now have NSP3 Need Scores of 20. In addition, Moreno Valley has NSP1-eligible condominium neighborhoods that remain unassisted. Moreno Valley's focused approach to identifying NSP3 Target Areas would assist the following:

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. Target Area 3 has an NSP3 Risk Score of 20.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr. Half of this Target Area remains eligible for NSP1. However, the additional area expands the opportunities to address the needs of condominium neighborhoods. Target Area 4 has an NSP3 Risk Score of 20.
- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. Target Area 5 has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

B. DISTRIBUTION AND USES OF FUNDS

HUD: Provide a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c)(2) of HERA, as amended by the Recovery Act and the Dodd-Frank Act, that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures.

City Response:

The Housing and Economic Recovery Act of 2008 established the following eligible uses:

- Establishment of financing mechanisms for the purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low and moderate income homebuyers.
- Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties.
- Establishment of land banks for homes that have been foreclosed upon.
- Demolition of blighted structures.
- Redevelopment of demolished or vacant properties.

With these eligible uses in mind, the City of Moreno Valley has identified activities that would best address the needs of the community while meeting the requirements of Section 2301(c)(2) of HERA, as amended by the Dodd-Frank Act. The proposed activities are described below.

The NSP3 grant will fund five primary activities plus Administration:

1) Acquisition, Rehabilitation, and Resale in the amount of $2,669,010
2) Neighborhood Stabilization Homeownership Program (NSHP) in the amount of $300,000
3) Demolition in the amount of $50,000
4) Land banking in the amount of $100,000
5) Redevelop demolished or vacant properties as housing in the amount of $200,000.
6) Administration in the amount of $368,779

NOTE: The City of Moreno Valley is not proposing to include a rental component in the NSP3. The City operated an Acquisition, Rehabilitation, Rental program under the NSP1 grant and found that our real estate market conditions do not support this activity. Purchase prices are low enough and investors are competitively over-bidding property list prices such that NSP acquisitions that require negotiation of a 1% discount are not successful. While the rental program was used to comply with spending requirements for the LH25 population, the City instead proposes to utilize an Acquisition, Rehabilitation, Resale program offering low-cost single family detached or condominium units to households earning up to 50% AMI.

Activity 1- Acquisition/Rehabilitation/Resale (ARR) of Single Family Residential Units

The City of Moreno Valley proposes to dedicate $2,669,010 (72%) of the NSP3 grant to acquiring foreclosed single-family detached and/or single-family attached (condominium) residence(s) and then rehabilitating and reselling them to income-eligible households of up to 120% AMI. Alternatively, the City may request transfer of Activity 1 funds in the future to Activities 4 or 5, to provide additional funds for land banking and/or redevelopment, as needed.

Under the NSP1 grant, the ARR program is already being used effectively to rehabilitate foreclosed properties in neighborhoods with a Foreclosure Risk Score of 9 or 10 (a score of 10 indicated the highest level of need). As described in Section A above, the City proposes to extend the availability of the ARR program into a few newly targeted neighborhoods now identified as having a high risk of foreclosure. Also, Moreno Valley contains some condominium neighborhoods struggling with excess foreclosures and rental units. With inadequate owner-occupancy rates, FHA financing is not available for families seeking to acquire condominium units and these complexes continue to stagnate. In response, the City proposes to include condominium units in the NSP3 ARR activity to reverse the high rental trend and make affordable homeownership available to Moreno Valley residents, including the LH25 population (those earning up to 50% AMI).

Practically, the City of Moreno Valley will partner with several residential development partners make a visible impact on the identified target areas. Properties will be acquired at a minimum discount of 1% below appraised value, in compliance with NSP3 regulations. All ARR NSP3 properties will be rehabilitated. Energy efficient and environmentally-friendly "green" elements will be incorporated into the rehabilitation scopes of work for each property. Prior to resale, the NSP3 properties must pass an inspection by a City building inspector for compliance with the City's Housing Quality Standards.

To comply with NSP3 requirements, the City will to dedicate at least $921,947 (25%) of the grant to households that earn up to 50% AMI. The City will tailor this component of the ARR activity to increasing homeownership opportunities for income-eligible households by targeting the purchase of single-family attached (condominium) units and/or lower-priced single-family detached units and providing financing assistance to lessen the affordability gap.

Activity- 2: Neighborhood Stabilization Homeownership Program (NSHP)

The City of Moreno Valley will dedicate $300,000 (8%) of the NSP3 allocation to provide for buyer-driven homeownership for low, middle, and moderate income-eligible homebuyers earning up to 120% area median income (AMI). The funds will be used to provide direct homebuyer acquisition assistance and/or rehabilitation financing. The funds may be used to provide assistance to the homebuyer through down payment, closing costs and/or minor rehabilitation/repair work while incorporating energy-efficient improvements that will provide long-term affordability and increased sustainability. Minor home repair assistance will include interior and exterior repairs and curb appeal improvements. The minor rehabilitation financing component of the activity is designed to help absorb single-family properties in the market that may otherwise not be absorbed due to a homebuyer's inability to make the necessary repairs because of a lack of resources.

In accordance with NSP3 Guidelines, all properties assisted via the use of NSP3 funds are subject to continued affordability restrictions. As a result, each property assisted under the NSHP activity will be subject to recorded covenants for a 15 year term. The covenants will be used to ensure, to the maximum extent practicable, that the properties remain affordable to families and individuals whose incomes do not exceed 120% AMI . The 'soft second' component encourages income-eligible homeowners to remain in the NSP affordable unit. Continued affordability will be ensured via an annual monitoring process to be conducted by City staff. No interest will be charged on the 'soft second.' However, should the home sell or transfer before the affordability period is realized, the City will collect a share of the equity on a declining scale. In other words, if the NSP assisted property is sold or transferred within the covenant period, the City will then be entitled to a share of the gain on sale in addition to the original amount loaned. The gain on sale returned to the City will not exceed the total investment made into the property by the City. The Covenants will remain in effect for the prescribed Covenant Period of 15 years and are not cancelled upon the sale of the property. A subsequent owner of the property will be subject to the recorded Covenant for the remainder of the affordability period.

Activity 3- Demolition

The City of Moreno Valley will dedicate $50,000 (1%) to demolish blighted structures. The funds will be used to acquire and demolish foreclosed and vacant properties that are dilapidated beyond reasonable financial repair, and/or present health and safety hazards. Upon the completion of the demolition, properties will be maintained through the land bank that will be established as one of the eligible NSP3 activities.

Activity 4 – Land Banking

The City of Moreno Valley will dedicate $100,000 (3%) of the NSP3 grant to assembly, temporary management, and disposal of vacant land after a structure has been demolished. The funds will be used toward the maintenance of the property after a demolition has occurred until new residential construction on the property can take place.

Activity 5 – Redevelopment

This activity is for the redevelopment of vacant sites or demolished sites for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts in Target Areas 1 and 2, as defined above. In addition, the City will leverage the NSP 3 funds with other funding sources (i.e. HOME and RDA Set-Aside funds) to maximize the effectiveness of the activity. The City will partner with various development partners to create affordable homeownership opportunities for income-eligible households earning up to 120% AMI by redeveloping vacant properties held in the City's land bank.

BUDGET: A summary of the NSP budget is provided below:

PROPOSED NSP BUDGET	
NSP3 Total Grant	**$3,687,789**
NSP3-Activity 1, Acquisition/Rehabilitation/Resale (ARR)	$2,669,010
LH25: $ 921,947	
LMMH: $1,747,063	

NSP3-Activity 2, Neighborhood Stabilization Homeownership Program	$ 300,000
NSP3-Activity 3, Demolition	$ 50,000
NSP3-Activity 4, Land banking	$ 100,000
NSP3-Activity 5, Redevelopment	$ 200,000
NSP3 Administration Cap (10%)	$ 368,779
Total Proposed Grant Expenditures	**$3,687,789**

Under the Dodd-Frank Act, the City of Moreno Valley must expend at least 50% or $1,843,894.50 of the allocated funds within 2 years of the date the funds become available, and 100% or $3,687,789.00 of the funds within three years. It is anticipated that the NSP3 activities could potentially generate revenue, or program income. Should this occur, the monies will be reapplied to the NSP3 program and treated as additional funding, subject to the same expenditure criteria as the original grant funds.

The NSP3 Program will be an extension of the NSP1 Program currently being implemented by the City of Moreno Valley, which has been successful to date. Once the NSP3 program is underway, staff will conduct internal evaluations of the NSP3 activity progress to ensure its effectiveness. Should a particular activity be found to not meet the required milestones, the City proposes to allow the City Manager to make 'non-substantial' plan adjustments that shift funds between approved NSP activities to meet spending commitment requirements.

C. DEFINITIONS AND DESCRIPTIONS

HUD: AFFORDABILITY - Describe how the grantee will ensure continued affordability for NSP assisted housing.
The City of Moreno Valley is committed to maintaining affordability for its NSP3 assisted housing.

NSP activities using the 25% allocated for households earning up to 50% area median income (LH25) will target efforts to increasing homeownership opportunities within this income level. Given the shift in the real estate market, the City of Moreno Valley will make a focused effort to acquire single-family attached units. Many of the condominium projects in the City have experienced increased foreclosure rates. As a result, the pricing for the available units has become extremely competitive. With competitive pricing and financial assistance to bridge the affordability gap, increased opportunities for individuals and/or families earning up to 50% area median income have become evident. The units will be subject to 15-year affordability covenants that run with the unit, which means subsequent owners will be subject to the covenants until the expiration of the 15-year affordability period.

All NSP3 single family home purchase activities involving assistance to households earning up to 120% of area median income (LMMH) will be subject to the affordability period of 15 years. Should the household sell or transfer the property before the affordability period is complete, the City will collect a share of the increased equity. In other words, if the NSP-assisted property is sold of transferred within the 15-year affordability, the City will be entitled to a share of the gain on sale in addition to the principal amount loaned. The funds returned to the City on the sale of the unit will be considered program income and will be recycled back into the appropriate account to fund additional NSP projects.

HUD: Define "AFFORDABLE RENTS."
"Affordable Rents" means a rental housing cost not in excess of that which may be charged the applicable eligible person or family pursuant to Section 50053 of the California Health and Safety Code. No rental activities are currently proposed under the NSP3.

HUD: Define "blighted structure" in context of state or local law.
A structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.

The California legislative definition of blight is found in the Health and Safety Code Sections 33030 and 33031. In sum, the definition describes two basic areas of blight: physical and economic.
Subdivision (a) of section 33031 describes the physical conditions that cause blight as follows:

- "Buildings in which it is unsafe or unhealthy for persons to live or work. These conditions can be caused by serious building code violations, dilapidation and deterioration, defective design or physical construction, faulty or inadequate utilities, or other similar factors.
- Factors that prevent or substantially hinder the economically viable use or capacity of buildings or lots. This condition can be caused by a substandard design, inadequate size given present standards and market conditions, lack of parking, or other similar factors.
- Adjacent or nearby uses that are incompatible with each other and that prevent the economic development of those parcels or other portions of the project area.
- The existence of subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership."

Subdivision (b) of section 33031 describes the economic conditions that cause blight as:

- "Depreciated or stagnant property values or impaired investments, including, but not necessarily limited to, those properties containing hazardous wastes that require the use of agency authority as specified in Article 12.5 (commencing with 33459), discussed in chapter 6, entitled Environmental Issues.
- Abnormally high business vacancies, abnormally low lease rates, high turnover rates, abandoned buildings, or excessive vacant lots within an area developed for urban use and served by utilities.
- A lack of necessary commercial facilities that are normally found in neighborhoods, including grocery stores, drugstores and banks, and other lending institutions.
- Residential overcrowding or an excess of bars, liquor stores, or other businesses that cater exclusively to adults that has led to problems of public safety and welfare.
- A high crime rate that constitutes a serious threat to the public safety and welfare."

Define LH25: Refers to those households earning up to 50% area median income. The City will allocate no less than 25% of the NSP3 grant funds to serving households in this income category.

Define LMMH: HUD characterizes households whose incomes do not exceed 120% area median income as "low-, moderate-, and middle-income households," abbreviated as LMMH.

HUD: Describe housing rehabilitation standards that will apply to NSP3-assisted activities.
The City has Housing Quality Standards (HQS) created to conform to the Department of Housing and Urban Quality Standards, in addition to applicable municipal laws, Codes, and Building Code Standards.

The HQS covers six essential areas of construction:

1) Physical and/or Environmental Improvements,
2) Structural-Exterior Building Improvements and Finishes
3) Building Interior,
4) Plumbing
5) Electrical
6) Mechanical

For NSP3 properties in particular, the City's HQS will be revised to include energy efficient and environmentally-friendly "green" requirements for incorporation into the rehabilitation scope of work for each property.

Within the HQS, the City has outlined the minimum requirements that each NSP assisted housing unit must meet prior to occupancy by the eligible participant(s). The City's NSP3 building inspector reviews proposed scopes of work for each NSP3 property and makes revisions in compliance with the HQS. If upon inspection, it is found that a unit does not meet the standards, occupancy will be deferred until the unit does meet the standards (i.e., after repair and successful re-inspection of the unit).

HUD: Describe how vicinity hiring requirements will apply to NSP3 assisted activities.

The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City, shall to the maximum extent feasible, provide for the hiring of employees who reside in Moreno Valley. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

D. HOUSING MARKET CONDITIONS

Moreno Valley's current housing market continues to struggle with excessive numbers of foreclosures: 1,861 are currently in the foreclosure process plus more than 850 are already bank-owned. In general, homes are not available for sale unless they are bank-owned or the owner is seeking a short-sale. According to the Multiple Listing Service

(MLS), more than 250 single family homes and more than 45 condominiums are currently for sale in Moreno Valley.

Though prices have dropped more than 44%, home sale pricing seems to have stabilized somewhat. Over the last year, the median resale price for single-family homes rose just 2% (or $3,681) to $160,208 in December 2010. Sales numbers show strong interest in Moreno Valley's market as investors compete to purchase prospective rental or rehabilitation/resale properties. However, owner-occupant home purchasing remains sluggish and pockets of Moreno Valley continue to experience price declines. Under the City's NSP1 grant, some ARR homes have required resale price reductions after properties sat on the market for extended periods, to encourage purchase by owner-occupant homebuyers.

E. NSP INFORMATION BY ACTIVITY (ACTIVITY 1)

1) **Activity Name**: **Acquisition, Rehabilitation, and Resale (ARR) of Single Family Attached or Detached Units** **$2,669,010**

2) **Activity Type**:

- NSP: Under HERA 2301(c)(3)(B) - Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties

- CDBG: Under 24 CFR 570.201 (a) Acquisition and (b) Disposition

3) **National Benefit Objective**: Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date**: Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date**: In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the NSP3 grant funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that acquisition, rehabilitation, and resale will continue through mid-2014.

6) **Responsible Organization**:

City of Moreno Valley
Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
951-413-3455, michelep@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

7) **Location Description:** To ensure that NSP3 funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the ARR activity in the Target Areas described in Section A and restated below (all proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr. Half of this Target Area remains eligible for NSP1. However, the additional area expands
- the opportunities to address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.
- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for acquisition, rehabilitation, and resale of foreclosed, vacant, and abandoned single family attached and detached homes by the City in cooperation with residential development partners. The homes will be acquired at a minimum discount of 1% off the appraised value. The homes will be rehabilitated and re-sold to qualified owner-occupant home buyers – targeting families earning up to 50% AMI (LH25 population) and families earning up to 120% AMI (LMMH population).

Homebuyers will be required to execute an affordable housing agreement that restricts their ability to resell to households in the same income category (i.e., 50% or 120% AMI). Moreno Valley's affordable housing agreements are structured to run with the property for 15 years. The City estimates subsidizing ARR transactions at an average amount of $50,000 per LH25 property and $36,000 per LMMH property. No interest will be charged to the homebuyer for this subsidy.

However, to encourage continued owner-occupancy, the City's affordable housing agreement requires payment of a share of the gain on sale (equity share) if the homebuyer sells, transfers, or ceases to occupy the property prior to the expiration of the 15-year affordability period. The gain of sale returned to the City will not exceed the total investment made into the property by the city.

9) **Total Budget**: (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is $3,687,789. The budget for this activity is set at $2,669,010, and is intended to serve the following NSP3-eligible populations:

- LH25 families with incomes up to 50% AMI $ 921,947
- LMMH families with incomes up to 120% AMI $ 1,747,063

Alternatively, the City may request transfer of Activity 1 funds in the future to Activities 4 or 5, to provide additional funds for land banking and/or redevelopment, as needed.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of properties acquired and resold to eligible (both LH25 and LMMH) households.

The City estimates subsidizing ARR transactions for LH25 households at an average amount of $50,000 per property, producing an estimated performance measure for this population of 18 units.

The City estimates subsidizing ARR transactions for LMMH households at an average amount of $36,000 per property, producing an estimated performance measure for this population of 31 units.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 2)

1) **Activity Name: Neighborhood Stabilization Homeownership Program (NSHP)**

2) **Activity Type**:

- NSP – Under HERA 2301(c)(3)(A), establish financing mechanisms for purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low- and moderate- income homebuyers;

- CDBG – Under 24 CFR 570.206 direct homeownership assistance

3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:** Moreno Valley's NSHP will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the NSHP grant funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that direct homebuyer assistance for property acquisition and / or rehabilitation will continue through mid-2014.

6) **Responsible Organization:**

City of Moreno Valley
Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
951-413-3455, michelep@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

7) **Location Description:** To ensure that NSP3 funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the ARR activity in the Target Areas described in Section A and restated below (all proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr. Half of this Target Area remains eligible for NSP1. However, the additional area expands the opportunities to address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.

- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) Activity Description:

This activity will provide for acquisition, rehabilitation, and resale of vacant and abandoned homes by income-eligible households (up to 120% area median income) via a tailored version of the City's existing first time homebuyer assistance program. The tenure of the beneficiaries is homeownership and the terms of assistance will be in the form of a 30 year deferred, silent second, 'soft' loan, with zero interest rate (no monthly payments due, and a proportionate equity share mechanism in lieu of interest).

In this activity, the income-qualified homebuyers will acquire properties directly. The City will not hold ownership under this activity, but will ensure the appraisal requirements are met and required discounts are provided to the NSP homebuyer. Under the program, the responsibility of meeting the City's Housing Quality Standards (HQS, for more information please refer to the Definitions, Section C) shall be placed on the homebuyer and NSHP funds may be used to fund homebuyer rehabilitation work. The City will educate lenders and local realtors regarding the HQS. The property will be inspected by a City Building Inspector at time of sale to ensure the HQS are met.

Affordability covenants will be recorded against each property for a 15 year term. For more information on affordability covenant terms, please refer to page 9. The 'soft second' component encourages income-eligible homeowners to remain in the NSP affordable unit. The loan will be forgiven at the expiration of the affordability period. Continued affordability will be ensured via a monitoring process to be conducted by City staff. Should the household, sell or transfer the property before the affordability period expires, the City will collect an equity share. In other words, if the NSP assisted property is sold or transferred, the City will then be entitled to a share of the gain on sale in addition to the original amount loaned. The gain of sale returned to the City will not exceed the total investment made into the property by the city.

9) Total Budget: (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is $3,687,789. The budget for this activity is set at $300,000, which represents the proposed 20% of list price NSP contribution. Private lender financing of the remaining 80% is estimated at $1.5 million.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of properties acquired and resold to eligible (both LH25 and LMMH) households. The City estimates subsidizing NSHP transactions at 20% of the purchase price. For example, at a typical sales price of $150,000 per property, the proposed budget for this activity could produce an estimated performance measure of 10 units. The actual count of units assisted may vary, depending on the purchase price of the unit.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 3)

1) **Activity Name: Demolition**

2) **Activity Type:**

- NSP – Under HERA 2301(c)(3)(D), demolish blighted structures
- CDBG – Under 24 CFR 570.201(d) clearance for blighted structures only

4) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:** Moreno Valley's NSHP will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Demolition activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Demolition activities may continue through mid-2014.

6) **Responsible Organization:**

City of Moreno Valley
Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
951-413-3455, michelep@moval.org

14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

7) **Location Description:** To ensure that NSP3 demolition funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the Demolition activity in Target Areas 1 and 2 only, described in Section A and restated below (both proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for the demolition of vacant, foreclosed and abandoned single and multi-family residences by the City in cooperation with residential development partners. Properties that present blight, pose health and safety hazards, and are comprised of illegal structures will be acquired at a discounted rate of at least 1% below appraised value and demolished. Upon completion of the demolition, the land will be added to and maintained through the land bank established by the City as part of the eligible the Program's land banking activity described in further detail below. The land will be redeveloped to create affordable homeownership opportunities for income-eligible households earning up to 50% area median income (LH25) and 120% area median income (LMMH), at a later date.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is $3,687,789. The budget for this activity is set at $50,000. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of blighted properties that are demolished. Based on recent experience, the City estimates

demolition expenses not to exceed $10,000 per property. At this cost, the actual count of blighted units to be demolished is estimated at 5.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Agreements to be executed by the Demolition contractors.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 4)

1) **Activity Name**: **Land banking**

2) **Activity Type**: (include NSP eligible use & CDBG eligible activity)

- NSP – Under HERA 2301 (c) (3), (C) establish land banks for homes that have been foreclosed upon;

- CDBG – Under 24 CFR 570.201 (a) acquisition

3) **National Objective**: Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date**:

Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds..

5) **Projected End Date**:

In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the land banking activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that land banking activities may continue through mid-2021, as a land bank may not hold a property for more than ten years without obligating the property for a specific, eligible redevelopment project in accordance with NSP requirements.

6) **Responsible Organization**:

City of Moreno Valley
Community & Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
Ph. 951-413-3455, E-mail: MicheleP@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional partners such as a City certified Community Housing Development Organization (CHDO) or other non-profit residential developer shall be contracted to implement the program and manage the units with close City oversight.

7) **Location Description**: To ensure that land banking funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the Land banking activity, when necessary, in Target Areas 1 and 2 only, described in Section A and restated below (both proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity provides for the acquisition of undeveloped parcels located within the designated Target Areas to eliminate the blight caused by underutilized land. In accordance with NSP3 regulations, the properties will be acquired with a minimum 1% discount off the appraised value. The undeveloped parcels will be held in and maintained through the land bank that will be established through the Program. The parcels will be developed at a later date to create affordable homeownership opportunities to income-eligible households earning up to 50% area median income (LH25%) and income-eligible households earning up to 120% area median income (LMMH). The funds budgeted for this activity will also be used to maintain the properties that have been rendered vacant as a result of Activity 3 - Demolition, as described above. The City will focus its land banking efforts in Target Areas 1 and 2, as described above.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total allocation is $3,687,789. The budget for this activity is set at 3% of the NSP grant, or $100,000, and it will be used to serve the populations earning up to 50% AMI (LH25) and up to 120% AMI (LMMH). Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

This activity is predicated by the availability of undeveloped, vacant properties located in the designated Target Areas. It is expected that a minimum of 6 properties will be

held in the land bank and used to create homeownership opportunities for income-eligible households earning no more than 50% AMI (LH25) and income-eligible households earning no more than 120% AMI (LMMH).

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 5)

1) **Activity Name**: **Redevelopment**

2) **Activity Type:** (include NSP eligible use & CDBG eligible activity)

   - NSP – Under HERA 2301 (c) (3), (E) redevelop demolished or vacant properties.

   - CDBG – Under 24 CFR 570.201 (a) acquisition

3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:**

   Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date**:
   In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Redevelopment activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Redevelopment activities may continue through mid-2014.

6) **Responsible Organization**:

   City of Moreno Valley
   Community & Economic Development Department,
   Neighborhood Preservation Division
   Michele Patterson, Redevelopment & Neighborhood Programs Administrator
   Ph. 951-413-3455, E-mail: MicheleP@moval.org
   14177 Frederick St., Moreno Valley, CA 92553

   Additional partners such as a City certified Community Housing Development Organization (CHDO) or other non-profit residential developer shall be contracted to implement the program and manage the units with close City oversight.

7) **Location Description**: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

This activity will focus on Target Areas 1 and 2, as defined below:

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.

8) **Activity Description:**

This activity is for the redevelopment of vacant sites or demolished sites for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts in Target Areas 1 and 2, as defined above. In addition, the City will leverage the NSP 3 funds with other funding sources (i.e. HOME and RDA Set-Aside funds) to maximize the effectiveness of the activity. The City will partner with various development partners to create affordable homeownership opportunities for income-eligible households earning up to 120% AMI by redeveloping vacant properties held in the City's land bank.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total allocation is $3,687,789. The budget for this activity is set at 5% of the NSP grant, or $200,000, and it will be used to serve populations earning up to 120% AMI. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

This activity's effectiveness will be predicated by the activities by the land bank. It is estimated that the City will have the ability to redevelop at least 1 vacant parcel with the established budget. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 6)

1) **Activity Name: Administration and Planning Costs**

2) **Activity Type**: (include NSP eligible use & CDBG eligible activity)

- NSP Grant administration HERA § 2301(c)(3)

3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under

HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) Projected Start Date:

Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) Projected End Date:

In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Administration activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Administration activities may continue through mid-2014.

6) Responsible Organization:

City of Moreno Valley
Community & Economic Development Department,
Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
Ph. 951-413-3455, E-mail: MicheleP@moval.org
14177 Frederick St., Moreno Valley, CA 92553

7) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

City-wide

8) Activity Description:
This activity includes administration of the grant that includes, but is not limited to the following activities:

- Loan Processing
- Building inspection
- Compliance monitoring (NSP Compliance, Affirmative Marketing, Uniform Real Estate Acquisition and Relocation Act, Environmental Review, etc.)
- Data collection and reporting
- Contracting/Contract Administration
- Consultant selection and supervision
- Agreement preparation
- Legal Counsel
- Partner training
- Data entry and reporting through DRGR
- Provide technical assistance to various non-profit partners

- Ensure public participation
- Negotiation of purchases/sales and processing
- Program marketing to real estate professionals and the public

9) **Total Budget:** (Include public and private components)

NSP allows for 10% of the NSP budget ($368,779) and 10% of Program Income to be used for grant administration.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

All administrative activities will benefit low -, middle-, and moderate income households.

F. *SPECIFIC ACTIVITY REQUIREMENTS*

HUD: Describe the general terms under which assistance will be provided.

City Response:

Please refer to Section E- ***NSP Information by Activity***. Each activity narrative incorporates activity details pertaining to the general terms by which the City will provide assistance to income-eligible households. Each activity narrative identifies tenure of the beneficiaries, explains how the City will ensure continued affordability of all units benefiting through the use of NSP funds, and describes the City's planned activities to meet the statuary requirement of dedicating least 25%, or $921,947 of the grant funds, to providing affordable housing to the population earning up to 50% area median income.

G. LOW INCOME TARGETING

HUD: Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income.

City Response:

HUD has allocated to Moreno Valley a total of $3,687,789 in NSP funds. In compliance with HERA requirements, as amended by the Dodd-Frank Act, a minimum of 25% or $921,947 of that allocation must be used toward housing for individuals and families whose incomes do not exceed 50% of area median income. The City will ensure that at least this amount is utilized to house the target population, through the Acquisition/Rehabilitation/Resale of single family attached units by providing price subsidies to bridge the affordability gap. Many of the of the other eligible activities will be used to serve the population earning up to 50% AMI

H. Demolition or conversion of Low- and Moderate-Income Units

HUD: Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income).

City Response:

The City plans to dedicate $50,000, or 1% of the total grant to demolish dwelling units that are severely distressed and irreparable. The City will demolish only foreclosed and vacant units that are eligible for acquisition utilizing NSP3 funds. In addition, NSP efforts will be focused on existing housing units that are currently vacant. Therefore, the City does not expect that relocation of any low and moderate income households will be necessary.

I. Public Comment

HUD: Provide a summary of public comments received to the proposed NSP Substantial Amendment.

City Response:

The City published a Notice of Public Hearing and a Notice of 2010-2011 Action Plan Amendment in the Press-Enterprise (a local publication) on February 5, 2011, initiating the 15 day Public Review period. The Notice of Public Hearing was also uploaded to the City's website at www.moval.org. An option for the public to e-mail comments to the City was provided on the web page.

TO BE UPDATED UPON THE CONCLUSION OF THE PUBLIC COMMENT PERIOD

Appendix A

CERTIFICATIONS

(1) **Affirmatively furthering Fair Housing**. The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) **Anti-lobbying**. The jurisdiction will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(3) **Authority of Jurisdiction**. The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(4) **Consistency with Plan**. The housing activities to be undertaken with NSP funds are consistent with its consolidated plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the grantee's substantial amendment.

(5) **Acquisition and Relocation**. The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.

(6) **Section 3**. The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(7) **Citizen Participation**. The jurisdiction is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(8) **Following Plan**. The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

(9) **Use of Funds in 3 years**. The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years of receipt of the grant.

(10) **Use NSP Funds ≤ 120% of AMI**. The jurisdiction will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120% of area median income.

(11) Assessments. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(12) **Excessive Force**. The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(13) **Compliance with Anti-discrimination Laws**. The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(14) **Compliance with Lead-based Paint Procedures**. The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(15) **Compliance with Laws**. The jurisdiction will comply with applicable laws.

_____ _____

Barry Foster
Community & Economic Development Director
City of Moreno Valley

Date

Appendix B

NSP 3 Substantial Amendment/Abbreviated Plan Checklist

Jurisdiction: City of Moreno Valley
Lead Agency: City of Moreno Valley
Jurisdiction Web Address: www.moval.org

NSP Contact Person: Shanikqua Freeman, Housing Program Coordinator
Address: 14177 Frederick St., PO Box 88005, Moreno Valley, CA 92552-0805
Telephone: 951-413-3450
Fax: 951-413-3459
Email: shanikquaf@moval.org

The required elements in the substantial amendment/abbreviated action plan are:

A. Areas of Greatest Need

Does the submission identify a neighborhood or neighborhoods as being areas of greatest need with an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the 20th percentile most needy score in an individual state? *See http://www.hud.gov/nsp for minimum thresholds.*

Yes ☒ No ☐ Verification found on page: 1

Comments:

B. Distribution and Use of Funds

Does the submission contain a narrative describing how the distribution and uses of the grantee's NSP3 funds will meet the requirements of Section 2301(c)(2) of HERA, as amended by the Recovery Act and the Dodd-Frank Act, that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures?

Yes ☒ No ☐ Verification found on page: 1

MV00094138

Note: The grantee's narrative must address the three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

Comments:

C. Definitions and Descriptions

For the purposes of the NSP3, do the narratives include:

- a definition of "blighted structure" in the context of state or local law
  Yes ☒ No ☐ Verification found on page: 7
- a definition of "affordable rents"
  Yes ☒ No ☐ Verification found on page: 7
- a description of how the grantee will ensure continued affordability for NSP3 assisted housing Yes ☒ No ☐ Verification found on page: 6
- a description of housing rehabilitation standards that provide for improvements to increase energy efficiency or conservation of such homes and properties or to provide for a renewable energy source or sources on homes or properties that will apply to NSP3-assisted activities (including applicable Energy Star requirements)
  Yes ☒ No ☐ Verification found on page: 8
- a description of how the grantee will comply with rental housing preference
  Yes ☐ No ☒ Verification found on page: not applicable
- a description of how the grantee will meet the vicinity hiring requirement
  Yes ☒ No ☐ Verification found on page: 8

Comments:

The City of Moreno Valley does not plan to focus efforts on rental housing; focus will be placed on creating homeownership opportunities.

D. Housing Market Conditions

Does the action plan narrative should specifically address how the grantee's program design will address the local housing market conditions?

Yes ☒ No ☐ Verification found on page: 8

Comments:

E. Information By Activity

Does the submission contain information by activity describing how the grantee will use the funds, identifying:

- eligible use of funds under NSP3?
  Yes ☒ No ☐ Verification found on page: 9-20
- correlated eligible activity under CDBG?
  Yes ☒ No ☐ Verification found on page: 9-20
- the areas of greatest need addressed by the activity or activities?
  Yes ☒ No ☐ Verification found on page: 9-20
- expected benefit to income-qualified persons or households or areas?
  Yes ☒ No ☐ Verification found on page: 9-20
- appropriate performance measures for the activity?
  Yes ☒ No ☐ Verification found on page: 9-20
- amount of funds budgeted for the activity?
  Yes ☒ No ☐ Verification found on page: 9-20
- the name, location and contact information for the entity that will carry out the activity
  Yes ☒ No ☐ Verification found on page: 9-20
- expected start and end dates of the activity?
  Yes ☒ No ☐ Verification found on page: 9-20
- how the grantee shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity of NSP3 projects or contract with small businesses that are owned and operated by persons residing in the vicinity of such project, including information on existing local ordinances that address these requirements?
  Yes ☒ No ☐ Verification found on page: 9-20
- the procedures used to create preferences for the development of affordable rental housing developed with NSP3 funds?
  Yes ☐ No ☒ Verification found on page: not applicable

Comments:

The City of Moreno Valley does not plan to focus efforts on rental housing; focus will be placed on creating homewonership opportunities.

F. Specific Activity Requirements

Does each activity narrative describe the general terms under which assistance will be provided, including:

If the activity provides financing,

- the range of interest rates (if any)
  Yes ☒ No ☐ Verification found on page: 21

If the activity provides housing,

- duration or term of assistance?
  Yes ☒ No ☐ Verification found on page: 21

- tenure of beneficiaries (e.g., rental or homeownership)?
  Yes ☒ No ☐ Verification found on page: 21
- does it ensure continued affordability?
  Yes ☒ No ☐ Verification found on page: 21

- does the applicant indicate which activities will count toward the statutory requirement that at least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50% of area median income?
  Yes ☒ No ☐ Verification found on page: 21

Comments:

Details that address this section are included in the narrative responses provided in Section E.

G. Low-Income Targeting

Has the grantee described how it will meet the statutory requirement that at least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50% of area median income?

Yes ☒ No ☐ Verification found on page: 21

Has the grantee identified how the estimated amount of funds appropriated or otherwise made available will be used for housing individuals or families whose incomes do not exceed 50% of area median income?

Yes ☒ No ☐ Verification found on page: 21
Amount budgeted: $921,947.00

Comments:

H. Demolition or Conversion of Low- And Moderate-Income Units

Does grantee plan to demolish or convert any low- and moderate-income dwelling units?
Yes ☐ No ☒ Verification found on page: 22

Does the substantial amendment include:

- The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income— reasonably expected to be demolished or converted as a direct result of NSP-assisted activities?
  Yes ☒ No ☐ Verification found on page: 22

- The number of NSP3 affordable housing units made available to low- , moderate-, and middle- income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP3 activity providing such housing (including a proposed time schedule for commencement and completion)?
  Yes ☒ No ☐ Verification found on page: 11
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income?
  Yes ☒ No ☐ Verification found on page: 11

Comments:

I. Public Comment Period

Was the proposed action plan amendment published via the grantee jurisdiction's usual methods and on the Internet for no less than 15 calendar days of public comment?
Yes ☒ No ☐ Verification found on page: 22

Is there a summary of citizen comments included in the final amendment?
Yes ☒ No ☐ Verification found on page: 22

J. Website Publication

The following documents are available on the grantee's website:

- Proposed NSP3 Substantial Amendment Yes ☐ No ☐
- Final NSP3 Substantial Amendment Yes ☐ No ☐
- Subsequent NSP3 Amendments Yes ☐ No ☐

Website URL:

K. SF424

Does the application contain the SF424 form?
Yes☒ No☐

L. Certifications

(Note: Make sure grantee signs the correct certifications; non-entitlement local governments have to sign a different set of certifications)

Certifications for Entitlement Communities and States:

The following certifications are complete and accurate:

(1) Affirmatively Furthering Fair Housing	Yes☒	No☐
(2) Anti-Displacement and Relocation Plan	Yes☒	No☐
(3) Anti-Lobbying	Yes☒	No☐
(4) Authority of Jurisdiction	Yes☒	No☐
(5) Consistency with Plan	Yes☒	No☐
(6) Acquisition and Relocation	Yes☒	No☐
(7) Section 3	Yes☒	No☐
(8) Citizen Participation	Yes☒	No☐
(9) Following a Plan	Yes☒	No☐
(10) Use of Funds	Yes☒	No☐
(11) a. Use NSP Funds ≤ 120 of AMI	Yes☒	No☐
b. No Recovery of Capital Costs through Special Assessments	Yes☒	No☐
(12) Excessive Force	Yes☒	No☐
(13) Compliance with Anti-Discrimination Laws	Yes☒	No☐
(14) Compliance with Lead-Based Paint Procedures	Yes☒	No☐
(15) Compliance with Laws	Yes☒	No☐

Certifications for Non-Entitlement Communities:

The following certifications are complete and accurate:

(1) Affirmatively Furthering Fair Housing	Yes☐	No☐
(2) Anti-Displacement and Relocation Plan	Yes☐	No☐
(3) Anti-Lobbying	Yes☐	No☐
(4) Authority of Jurisdiction	Yes☐	No☐
(5) Consistency with Plan	Yes☐	No☐
(6) Acquisition and Relocation	Yes☐	No☐
(7) Section 3	Yes☐	No☐
(8) Citizen Participation	Yes☐	No☐
(9) Use of Funds	Yes☐	No☐
(10) a. Use NSP Funds ≤ 120 of AMI	Yes☐	No☐
b. No Recovery of Capital Costs through Special Assessments	Yes☐	No☐
(11) Excessive Force	Yes☐	No☐
(12) Compliance with Anti-Discrimination Laws	Yes☐	No☐
(13) Compliance with Lead-Based Paint Procedures	Yes☐	No☐
(14) Compliance with Laws	Yes☐	No☐

Substantially Complete

Is the amendment substantially incomplete?

Yes☐ No☐

If the amendment is substantially incomplete, set for the basis of that determination by using the following as a guide:

- The amendment was developed without the requires citizen participation.
- The amendment fails to satisfy all of the required elements in the Notice.

Comments:

Recommended for approval ☐

Recommended for disapproval ☐

Date amendment disapproved (in part or in its entirety): Click here to enter a date.

Note: Written notification of disapproval must be communicated to the applicant in accordance with 24 CFR 91.500(c). If disapproved, provide documentation, including dates and times on incompleteness determination and discussions with grantee and headquarters.

Reviewed by: Click here to enter text. Date: Click here to enter a date.

Program Manager: Click here to enter text. Date: Click here to enter a date.

CPD Director: Click here to enter text. Date: Click here to enter a date.

Appendix C

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application ☐ Construction ☑ Non-Construction	Pre-application ☐ Construction ☐ Non-Construction	**2. DATE SUBMITTED**	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: City of Moreno Valley	**Organizational Unit:** Department: Community & Economic Development Department
Organizational DUNS: 177-134-186	Division: Neighborhood Preservation
Address: Street: 14177 Frederick Street	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: Ms. First Name: Michele
City: Moreno Valley	Middle Name
County: Riverside	Last Name Patterson
State: California Zip Code 92553	Suffix:
Country: United States	Email: michelep@moval.org
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: 3 3 – 0 0 7 6 4 8 4	Phone Number (give area code) 951-413-3450 Fax Number (give area code) 951-413-3459
8. TYPE OF APPLICATION: ☑ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) C Other (specify)
	9. NAME OF FEDERAL AGENCY: Department of Housing and Urban Development
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: – TITLE (Name of Program): Labor Management Cooperation Program	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:** City of Moreno Valley Neighborhood Stabilization Program, 3rd Round
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: City of Moreno Valley	
13. PROPOSED PROJECT Start Date: June 1, 2011 Ending Date: June 1, 2014	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant CA 45, M. Bono-Mack b. Project CA 45

15. ESTIMATED FUNDING:

a. Federal	$ 3,687,789 .00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 3,687,789 .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE:

b. No. ☑ PROGRAM IS NOT COVERED BY E. O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix Mr.	First Name James	Middle Name Barry
Last Name Foster		Suffix
b. Title Community & Economic Development Director		c. Telephone Number (give area code) 951-413-3460
d. Signature of Authorized Representative		e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

Neighborhood ID: 3889678

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: missing link
Date:2011-01-27 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 841

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 56.76
Percent Persons Less than 80% AMI: 31.11

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 846
Residential Addresses Vacant 90 or more days (USPS, March 2010): 3
Residential Addresses NoStat (USPS, March 2010): 0

MV00094146

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 996
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 32.82
Percent of Housing Units 90 or more days delinquent or in foreclosure: 23.61
Number of Foreclosure Starts in past year: 113
Number of Housing Units Real Estate Owned July 2009 to June 2010: 63

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 22

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.261372 33.940512 -117.261372 33.928121 -117.252274 33.928192 -117.252789 33.940583 -117.252789 33.940583

MV00094147

Blocks Comprising Target Neighborhood

060650425131000, 060650425131001, 060650425131003, 060650425131008, 060650425131007, 060650425131006, 060650425131005, 060650425131004, 060650425131002, 060650425132000, 060650425132002, 060650425132010, 060650425132009, 060650425132008, 060650425132007, 060650425132006, 060650425132005, 060650425132004, 060650425132003, 060650425132001, 060650425133000, 060650425133003, 060650425133004, 060650425133002, 060650425133001, 060650425133005, 060650425141006,

MV00094148

Neighborhood ID: 7503082

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: 60, kitching, cott, lass, aless,morr
Date:2011-01-28 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 2307

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 55.08
Percent Persons Less than 80% AMI: 32.62

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 3543
Residential Addresses Vacant 90 or more days (USPS, March 2010): 53
Residential Addresses NoStat (USPS, March 2010): 152

MV00094149

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 3782
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 31.24
Percent of Housing Units 90 or more days delinquent or in foreclosure: 22.69
Number of Foreclosure Starts in past year: 411
Number of Housing Units Real Estate Owned July 2009 to June 2010: 233

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 82

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.217855 33.939301 -117.217598 33.924560 -117.209101 33.924560 -117.209015 33.917366 -117.200260 33.917366 -117.200518 33.939301

MV00094150

Blocks Comprising Target Neighborhood

060650426061005, 060650426061020, 060650426061019, 060650426061018, 060650426061017, 060650426061015, 060650426061014, 060650426061013, 060650426061012, 060650426061011, 060650426061010, 060650426061009, 060650426061008, 060650426061006, 060650426061004, 060650426062000, 060650426062001, 060650426062003, 060650426062005, 060650426062007, 060650426062011, 060650426062010, 060650426062009, 060650426062008, 060650426062006, 060650426062004, 060650426062002, 060650425221000, 060650425221003, 060650425221004, 060650425221002, 060650425221001, 060650425221005, 060650425221007, 060650425221016, 060650425221015, 060650425221014, 060650425221013, 060650425221012, 060650425221011, 060650425221010, 060650425221009, 060650425221008, 060650425221020, 060650425221019, 060650425221018, 060650425221017, 060650425221006, 060650425222000, 060650425222001, 060650425222003, 060650425222012, 060650425222011, 060650425222010, 060650425222009, 060650425222008, 060650425222007, 060650425222006, 060650425222005, 060650425222004, 060650425222013, 060650425222002,

MV00094151

Neighborhood ID: 4024261

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: Iris
Date:2011-01-26 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 48

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 63.9
Percent Persons Less than 80% AMI: 36.4

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 82
Residential Addresses Vacant 90 or more days (USPS, March 2010): 3
Residential Addresses NoStat (USPS, March 2010): 2

MV00094152

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 90
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 34.3
Percent of Housing Units 90 or more days delinquent or in foreclosure: 24.1
Number of Foreclosure Starts in past year: 10
Number of Housing Units Real Estate Owned July 2009 to June 2010: 6

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 2

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

MV00094153

-117.211869 33.889263 -117.212341 33.889797 -117.211289 33.891062 -117.209787 33.891597
-117.209122 33.890296 -117.202084 33.892826 -117.200325 33.889904 -117.202535 33.890065
-117.203264 33.889334 -117.203307 33.888212 -117.205324 33.888177 -117.206805 33.890902

Blocks Comprising Target Neighborhood
060650426055012,

MV00094154

Neighborhood ID: 9768188

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: jfk mb condos 2
Date:2011-01-28 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 29

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 45
Percent Persons Less than 80% AMI: 20.8

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 65
Residential Addresses Vacant 90 or more days (USPS, March 2010): 1
Residential Addresses NoStat (USPS, March 2010): 1

MV00094155

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 79
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 27.3
Percent of Housing Units 90 or more days delinquent or in foreclosure: 20.5
Number of Foreclosure Starts in past year: 8
Number of Housing Units Real Estate Owned July 2009 to June 2010: 4

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 2

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.176056 33.905649 -117.171721 33.906290 -117.170391 33.902443 -117.171936 33.900377
-117.174039 33.900377 -117.174039 33.902728 -117.176056 33.902906

MV00094156

Blocks Comprising Target Neighborhood

060650426041094,

MV00094157

Neighborhood ID: 7256988

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: Perris and Hemlock
Date:2011-01-28 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 105

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 77.5
Percent Persons Less than 80% AMI: 45.1

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 113
Residential Addresses Vacant 90 or more days (USPS, March 2010): 5
Residential Addresses NoStat (USPS, March 2010): 0

MV00094158

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 120
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 35.6
Percent of Housing Units 90 or more days delinquent or in foreclosure: 23.8
Number of Foreclosure Starts in past year: 14
Number of Housing Units Real Estate Owned July 2009 to June 2010: 8

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 3

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.226589 33.943894 -117.230730 33.943841 -117.230730 33.940886 -117.226503 33.940405

MV00094159

Blocks Comprising Target Neighborhood

060650424041000, 060650424041017, 060650424041016,

MV00094160

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

February 22, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MV00094163

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
FEBRUARY 22, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00094164

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

MV00094165

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24, entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of:

MV00094166

Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D, Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

MV00094167

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of:

MV00094168

Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

MV00094169

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00094171

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 2

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 2

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

ADJOURNMENT

MV00094172

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. "Employee of the Quarter Recognition - Fourth Quarter 2010" – Dale Mendenhall, GIS Technician

2. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 8, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:32 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Jesse L. Molina

INVOCATION – Mayor Richard A. Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant
Henry T. Garcia	City Manager
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Service Director
Richard Teichert	Financial and Administrative Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (Items A13, A14, A15, and A16) and Pete Bleckert (Item A14).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of January 19 - February 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND AUTHORIZATION TO PURCHASE EQUIPMENT FOR THE SHADOW MOUNTAIN BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430 (ALSO LISTED AS AGENDA ITEM B3) (Report of: Parks and Community Services Department)

Recommendation:

1. Waive the minor irregularities of the lowest Bidder's Proposal and award the construction contract for the Shadow Mountain Ballfield Lighting and Restroom Project to Fleming Environmental Inc., 1372 E. Valencia Drive, Fullerton, CA 92831, the lowest responsive and responsible bidder;

2. Authorize the City Manager to execute a contract with Fleming Environmental Inc.;

3. Authorize the issuance of a Purchase Order to Fleming Environmental Inc., in the amount of $343,083.36 ($285,902.80

for the bid amount plus 20% contingency) when the contract has been signed by all parties;

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Fleming Environmental Inc., up to but not to exceed the Purchase Order contingency of $57,180.56 subject to the approval of the City Attorney; and

5. Authorize the Parks and Community Services Director to initiate purchase orders for the direct purchase of the project's new Musco sports field lighting and electronic switch gear for the total not to exceed amount of $331,000.00, subject to the approval of the City Manager and City Attorney (Account No. 461.66527 and 461.66430).

A.5 TELECOMMUNICATIONS LICENSE AGREEMENT WITH ROYAL STREET COMMUNICATIONS CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ALSO LISTED AS AGENDA ITEM B4) (Report of: Parks and Community Services Department)

Recommendation:
Authorize the Mayor to execute a Telecommunications License Agreement with Royal Street Communications California, LLC, a Delaware limited liability corporation for approximately 663 square feet of ground space on the property known as John F. Kennedy Veterans Memorial Park.

A.6 ACCEPTANCE AND AUTHORIZATION TO PROCEED WITH HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

1. Accept the grant award of up to $1,178,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements in the southeast area of Alessandro Boulevard and Redlands Boulevard;

2. Authorize the Public Works Director/City Engineer to execute the HMGP grant related documents as required and file them with the California Emergency Management Agency per Resolution No. 2011-11; and

Resolution No. 2011-11

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Public Works Director/City Engineer to Execute on Behalf of City of Moreno Valley Hazard Mitigation Grant Program (HMGP) Documents and File them in the California Emergency Management Agency for HMGP Funded Projects

3. Authorize the appropriation of $220,000 from unencumbered Measure "A" (Fund 125) fund balance for the design and construction of the storm drain and miscellaneous street improvements in the southeast area of Alessandro Boulevard and Redlands Boulevard.

A.7 APPROVE AND EXECUTE THE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE ACQUISITION OF APN 484-242-017 FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT NO. 11-41570125 (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Conveyance of Property for the acquisition of APN 484-242-017 for Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue;

2. Authorize a Purchase Order in the amount of $261,000 plus escrow fees when the Agreement has been signed by all parties (Account No. 415.70125);

3. Authorize the City Manager to execute the Agreement upon concurrence by the property owners and authorize the City Manager to approve any changes, subject to the approval of the City Attorney; and

4. Authorize the Financial and Administrative Services Director to wire transfer funds into escrow in the amount of the acquisition price of $261,000 plus the escrow fees for the acquisition of APN 484-242-017.

A.8 MVTV-3 VIDEO CAMERA REPLACEMENT (Report of: City Manager's Office)

Recommendation:

Approve the transfer of no more than $17,000 from the Equipment Replacement Reserve Fund to the Public/Education/Government

Access Programming Fund Number 00132.13210.6365 – Misc. Equipment for the purchase of three Panasonic HVX cameras and accessories.

A.9 NOTICE OF COMPLETION AND ACCEPTANCE OF THE ALESSANDRO BOULEVARD AND INDIAN STREET SIDEWALK IMPROVEMENTS PROJECT NO. 09-12582828 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for construction of the Alessandro Boulevard and Indian Street Sidewalk Improvements, constructed by The C&R Construction Group, Inc., 3255 Swetzer Road, Loomis, CA 95650;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to The C&R Construction Group thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Accept the improvements into the City's maintained system.

A.10 ACCEPTANCE OF FY 2010-11 BTA GRANT, APPROVE BTA AGREEMENT, AND FUNDING APPROPRIATION FOR INDIAN STREET BETWEEN IRIS AVENUE AND KATRINA STREET BICYCLE LANES PROJECT (Report of: Public Works Department)

Recommendation:

1. Accept the California Department of Transportation (Caltrans) Bicycle Transportation Account (BTA) Program grant award of up to $152,458 in funds for the Indian Street between Iris Avenue and Katrina Street Bicycle Lanes project;

2. Adopt Resolution No. 2011-12, approve and authorize execution of Agreement No. BTA1011-08-SBD-01, to administer the Local Agency-State Agreement for the Fiscal Year 2010/2011 for Class II Bikeway improvements on Indian Street between Iris Avenue and Katrina Street;

Resolution No. 2011-12

A Resolution of the City Council of the City of Moreno Valley,

California, Approving and Authorizing Execution of Agreement No. BTA 1011-08-SBD-01 to Administer Local Agency-State Agreement for the State-Aid Projects Between the State of California, Acting by and Through the Department of Transportation and the City of Moreno Valley

3. Authorize the $169,398 (award amount of $152,458 plus 10% City match) appropriation of undesignated Measure "A" (Fund 125) funds for the design and construction costs of the Indian Street between Iris Avenue and Katrina Street Bicycle Lanes project; and

4. Authorize the Public Works Director/City Engineer to enter into any future agreement amendments with Caltrans to complete the Fiscal Year 2010/2011 BTA grant.

A.11 TRACT MAP 22180, 22180-2, & 22180-3 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, NORTH OF GENTIAN AVENUE, BETWEEN INDIAN STREET AND PERRIS BOULEVARD, DEVELOPER: PJRJ IRIS INVESTMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RANCHO CUCAMONGA, CA 91730 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor cash security associated with Tract's 22180, 22180-2, & 22180-3 for public improvements; and

2. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for each tract to the County Recorder's Office for recordation.

A.12 PA04-0216 (PM 33275) – RESIDENTIAL - ACCEPT AGREEMENT AND REAL PROPERTY AS SECURITY FOR PUBLIC IMPROVEMENTS, SOUTHEAST CORNER OF ROXANNE ROAD AND GIFFORD AVENUE, DEVELOPER: ALFONSO R. GUZMAN, JOSE GUZMAN, & YAMIN GUZMAN, MORENO VALLEY, CA. 92555 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Deed of Trust for Public Improvements for PA04-0216 (PM 33275);

2. Authorize the Mayor to execute the agreement;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said time frame.

A.13 APPROVAL OF ADMINISTRATIVE AMENDMENT TO THE 2008-2013 CONSOLIDATED PLAN TO ESTABLISH A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR HUD FUNDED PROJECTS. (Report of: Community and Economic Development Department)

Recommendation:
Approve the Administrative Amendment to the 2008-2013 Consolidated Plan to include a Residential Anti-Displacement and Relocation Assistance Plan (RARAP).

A.14 A RESOLUTION IN OPPOSITION TO THE GOVERNOR'S PROPOSAL TO ABOLISH REDEVELOPMENT AGENCIES IN CALIFORNIA (Report of: City Manager's Office)

Recommendation:

Adopt Resolution 2011-13 in opposition to the Governor's proposal to abolish Redevelopment Agencies in California.

Resolution Number 2011-13

A Resolution of the City Council of the City of Moreno Valley, California, in Opposition to the Governor's Proposal to Abolish Redevelopment Agencies in California

A.15 APPROVE AGREEMENT FOR INDEPENDENT AUDIT SERVICES FOR A PERIOD OF 3 YEARS WITH 2 OPTION YEARS (CONTINUED FROM JANUARY 25, 2011) (Report of: Financial & Administrative Services Department)

Recommendation:
1. Approve a 3-year agreement with two option years with the independent audit firm, Lance Soll & Lunghard, LLP, in an amount not to exceed $343,070; and

2. Authorize and direct the City Manager to sign the agreement on behalf of the City and its related entities, subject to the City Attorney approval as to legal form.

A.16 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTH OF DECEMBER 2010 (Report of: Public Works Department)

Recommendation:
Receive and file the informational report.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND AUTHORIZATION TO PURCHASE EQUIPMENT FOR THE SHADOW MOUNTAIN BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430 (ALSO LISTED AS AGENDA ITEM A4) (Report of Parks and Community Services Department)

Recommendation:

1. Waive the minor irregularities of the lowest Bidder's Proposal and award the construction contract for the Shadow Mountain Ballfield Lighting and Restroom Project to Fleming Environmental Inc., 1372 E. Valencia Drive, Fullerton, CA 92831, the lowest responsive and responsible bidder;

2. Authorize the City Manager to execute a contract with Fleming Environmental Inc.;

3. Authorize the issuance of a Purchase Order to Fleming Environmental Inc., in the amount of $343,083.36 ($285,902.80 for the bid amount plus 20% contingency) when the contract has been signed by all parties;

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Fleming Environmental Inc., up to but not to exceed the Purchase Order contingency of $57,180.56 subject to the approval of the City Attorney; and

5. Authorize the Parks and Community Services Director to initiate

purchase orders for the direct purchase of the project's new Musco sports field lighting and electronic switch gear for the total not to exceed amount of $331,000.00, subject to the approval of the City Manager and City Attorney (Account No. 461.66527 and 461.66430).

B.4 TELECOMMUNICATIONS LICENSE AGREEMENT WITH ROYAL STREET COMMUNICATIONS CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ALSO LISTED AS AGENDA ITEM A5) (Report of Parks and Community Services Department)

Recommendation:
Authorize the Mayor to execute a Telecommunications License Agreement with Royal Street Communications California, LLC, a Delaware limited liability corporation for approximately 663 square feet of ground space on the property known as John F. Kennedy Veterans Memorial Park.

B.5 ACCEPTANCE OF THE AMENDED CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, REDUCING GRANT FUNDS FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD (Report of Parks and Community Services)

Recommendation:

1. Authorize the acceptance of grant money in the amended amount of $521,366 for Fiscal Year (FY) 2010/2011 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services;

2. Authorize the use of Child Development Center – Based Reserve Account in the amount of $225,972 for FY 2010/2011; and

3. Adopt Resolution No. CSD 2011-03 to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel, as shown on the resolution, to sign contract documents for FY 2010/2011.

Resolution No. CSD 2011-03

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Approval

of the Governing Board to Enter Into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize Designated Personnel to Sign Contract Documents for FY 2010/11

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to approve Joint Consent Calendars Items A1 – D2 by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings. Approved by a vote of 5-0.

E. PUBLIC HEARINGS - NONE

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

G. REPORTS

G.1 MORENO VALLEY COLLEGE UPDATE PRESENTED BY DR. MONTE PEREZ (POWERPOINT PRESENTATION)

Informational Oral Presentation - Not for Council Action

G.2 CONSIDER SEVERAL ALTERNATIVES RELATED TO FUNDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE B

RESIDENTIAL STREET LIGHTING EXPENSES FOR THE REMAINDER OF FISCAL YEAR 2010-11 (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder, Pete Bleckert and Daryl Terrell.

Recommendation: That the City Council:
Takes the desired action as outlined in one or several of the Alternatives presented in this report.

Motion to adopt Resolution No. 2011-15 approving the gift of a subsidy in the amount of $623,300 from the City of Moreno Valley General Fund to the Moreno Valley Community Services District Zone B to subsidize the cost of residential streetlight services for the Fiscal Year 2010-11 and approving a loan from the City of Moreno Valley General Fund to the Moreno Valley Community Services District in the amount of $51,700 for the period ending June 30, 2011 to be repaid by February 7, 2016, by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II.
Approved by a vote of 5-0.

Motion to 1) Direct staff to return with a plan by July 1, 2011 to implement significant expense reductions within the CSD Zone B residential streetlight operation to minimize the deficit between program revenues and expenses in CSD Zone B, and 2) Reverse the City Council action of February 23, 2010 that established a loan in the amount of $90,291 and make this a gift from the CSD Administration Fund by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II.
Approved by a vote of 5-0.

G.3 CONSIDER SEVERAL ALTERNATIVES RELATED TO FUNDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE B RESIDENTIAL STREET LIGHTING EXPENSES FOR THE REMAINDER OF FISCAL YEAR 2010-11 (Report of: Financial & Administrative Services Department)

Chairman Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

Recommendation: That the CSD:
Takes the desired action as outlined in one or several of the Alternatives presented in this report.

Motion to adopt Resolution No. CSD 2011-05 accepting the gift of a subsidy in the amount of $623,300 from the City of Moreno Valley General Fund to the Moreno Valley Community Services District Zone B to subsidize the cost of residential streetlight services for the Fiscal Year 2010-11 and approving a loan in the form of a Promissory Note from the City of Moreno Valley General Fund to the Moreno Valley Community Services District in the amount of $51,700 for the period ending June 30, 2011 to be repaid by February 7, 2016, by m/Vice Chairman Jesse L. Molina, s/Board Member William H. Batey II. Approved by a vote of 5-0.

Motion to 1) Direct staff to return with a plan by July 1, 2011 to implement significant expense reductions within the CSD Zone B residential streetlight operation to minimize the deficit between program revenues and expenses in CSD Zone B, and 2) Reverse the City Council action of February 23, 2010, acting in their respective capacities as the President and Board Members of the Moreno Valley Community Services District, that established a loan in the amount of $90,291 and accept this as a gift from the CSD Administration Fund to subsidize CSD Zone B operations for the Fiscal Year 2010-11 by m/Vice Chairman Jesse L. Molina, s/Board Member William H. Batey II. Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - **NONE**

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Grachik Shakhpazyan

1. Discrepancy in the interpretation of the 1000 ft. distance from a school site that a mobile ice cream truck vendor can do business

Pete Bleckert

1. Moreno Valley Mall redevelopment bonds
2. Redevelopment money spent on parks, roads and water improvements in Edgemont area

Marcia Amino

1. City manager agreement, salary and benefits

Daryl Terrell

1. General Fund budget deficit, tax reform, and business tax holiday ordinance

Deanna Reeder

1. City manager salary

Louise Palomarez (on behalf of the Mexican Political Association)

1. City manager position
2. Skechers
3. Change the City Council meeting day, as it conflicts with the school district's meeting day
4. Utility light poles

Alicia Espinoza

1. Nason Bridge sidewalk
2. Soccer parking at Landmark Middle School

Librada Murrillo

1. Pedestrian access and crossings at Valley View High School

Tom Jerele, Sr.

1. Increase property values to increase property tax revenues
2. Redevelopment funds

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Robin N. Hastings

1. Over several years, Valley View High School has worked to mitigate pedestrian and vehicle safety issues.
2. Fire Chief Duane Chamley honored by Riverside County Board of Supervisors for 39 years of service.

Council Member Marcelo Co

1. The City Council has chosen the right city manager, Henry Garcia, who has the knowledge to bring in businesses to generate revenues.

Mayor Pro Tem Jesse L. Molina

1. Referenced Council Member's Hastings letter to editor published in *The Press Enterprise* criticizing the selection of the city manager.
2. Discussed *Forbes.com* article *America's Most Miserable Cities.*
3. Supports Henry Garcia, the new city manager.
4. Congratulated Vista Verde Middle School for being selected as the Schools to Watch - Model Middle School for the State of California.

Council Member William H. Batey II

1. Congratulated Oasis Community Church for its 20 year anniversary and thanked them for a $1,000 donation to the reading program.
2. He and staff have been working with the Board of Directors of the water company serving the Edgemont area to address significant water issues, including insufficient fire flows.
3. Improvements have been completed in the Edgemont area using Redevelopment funds.
4. Referenced the recent *Press Enterprise* articles regarding the new city manager; he will work with the new city manager; do not need to continue the rhetoric that divides the city and council, which is divisive to the city and the residents.
5. An after action report on recent floods will be taken to Public Safety Subcommittee and then will be presented to the City Council.

Mayor Richard A. Stewart

1. Announced the Moreno Valley Wind Symphony will perform a free concert at the Conference and Recreation Center on February 24.
2. Recent constituent letter to the editor published in *The Press Enterprise* contained two statements that were not true.
3. During the city manager selection process, a variety of contracts were used in the negotiation process; confidentiality is required for all who review the employment applications; the selection and decision is very difficult, looked at track record, operational experience, and expertise in the field.
4. Clarified that the Hidden Springs residents pay more for landscaping, not police services.
5. Attended the California Inland Empire Council Boy Scouts of America Annual Volunteer Recognition Dinner on February 5.
6. Requested that the city manager develop a consensus building workshop with council members.
7. A series of armed robberies of businesses have occurred. MVTV3 is televising a picture of the scooter that was used in a robbery at Albertson's; encouraged anyone with information to contact the police department.

CLOSED SESSION - NONE

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY – NONE

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:46 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: February 22, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

Reports on Reimbursable Activities February 2 – 15, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	2/5/11	California Inland Empire Council Boy Scouts Annual Recognition Dinner

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: February 22, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-16
Check Register for Month of December, 2010

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF DECEMBER, 2010

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period December 1, 2010 through December 31, 2010, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period December 1, 2010 through December 31, 2010, in the total amount of $8,598,598.73 is approved.

APPROVED AND ADOPTED this 22nd day of February, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

A N R INDUSTRIES, INC				
12/20/2010	205512	78,151.50		
			REHAB COSTS-13651 LITTLER CT.	26,319.50
			REHAB COSTS-14138 RIO BRAVO RD	26,845.00
			REHAB COSTS-25263 DRAKE DR	24,987.00
	Vendor Total	**78,151.50**		
FYTD for A N R INDUSTRIES, INC		**281,348.35**		
AFTERSCHOOL STORE.COM				
12/23/2010	205648	35,604.48		
			AFTERSCHOOL SNACKS-STARS	27,463.48
			AFTERSCHOOL SNACKS-STARS	8,141.00
	Vendor Total	**35,604.48**		
FYTD for AFTERSCHOOL STORE.COM		**202,266.15**		
BEMUS LANDSCAPE, INC.				
12/23/2010	881784	30,373.14		
			LANDSCAPE MAINT-UT OFFICE	800.00
			LANDSCAPE MAINT-PARKS	735.00
			LANDSCAPE MAINT-PARKS	262.50
			LANDSCAPE MAINT-PARKS	525.00
			LANDSCAPE MAINT-PARKS	850.50
			LANDSCAPE MAINT-PARKS	1,785.00
			LANDSCAPE MAINT-PARKS	600.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-STARS BLDG	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
	Vendor Total	**30,373.14**		
FYTD for BEMUS LANDSCAPE, INC.		**266,188.76**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHICAGO TITLE COMPANY ESCROW				
12/15/2010	1012081	110,875.81		
			ACQ & ESCROW-12209 NITA DR.	110,875.81
Vendor Total		**110,875.81**		
FYTD for CHICAGO TITLE COMPANY ESCROW		**456,963.12**		
COUNTY OF RIVERSIDE FIRE DEPT				
12/13/2010	881705	3,269,254.33		
			1ST QTR FIRE SVCS-FY10/11	3,269,254.33
Vendor Total		**3,269,254.33**		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT		**6,474,157.74**		
EASTERN MUNICIPAL WATER DISTRICT				
12/20/2010	205543	32,556.26		
			WATER CHARGES	857.86
			WATER CHARGES	831.25
			WATER CHARGES	276.90
			WATER CHARGES	728.37
			WATER CHARGES	98.75
			WATER CHARGES	5,103.59
			WATER CHARGES	1,951.75
			WATER CHARGES	1,291.41
			WATER CHARGES	2,364.58
			WATER CHARGES	1,641.73
			WATER CHARGES	2,628.29
			WATER CHARGES	5,050.13
			WATER CHARGES	1,510.63
			WATER CHARGES	35.44
			WATER CHARGES	1,176.57
			WATER CHARGES	1,980.93
			WATER CHARGES	574.61
			WATER CHARGES	219.86
			WATER CHARGES	203.90
			WATER CHARGES	101.95
			WATER CHARGES	841.02
			WATER CHARGES	574.10
			WATER CHARGES	65.55
			WATER CHARGES	278.20
			WATER CHARGES	266.68
			WATER CHARGES	1,392.57
			WATER CHARGES	509.64
Vendor Total		**32,556.26**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**976,798.27**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EMPLOYMENT DEVELOPMENT DEPARTMENT				
12/3/2010	2763	36,499.39		
			STATE INCOME TAX W/H 12/3/10	36,499.39
12/13/2010	205461	55,317.84		
			UNEMPLOYMENT INS CLAIMS	55,317.84
12/17/2010	2771	35,620.31		
			STATE INCOME TAX W/H 12/17/10	35,620.31
12/30/2010	2778	31,240.36		
			STATE INCOME TAX W/H 12/30/10	31,240.36
Vendor Total		**158,677.90**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**590,039.35**		
HABITAT FOR HUMANITY RIVERSIDE				
12/6/2010	205369	28,443.46		
			REIMB REQUEST-HOUSING AGREEMNT	28,443.46
Vendor Total		**28,443.46**		
FYTD for HABITAT FOR HUMANITY RIVERSIDE		**29,242.96**		
HARDY & HARPER, INC.				
12/20/2010	205561	120,853.85		
			RETENT RLS-PAVEMNT RESURF PROJ	118,600.00
			RETENT RLS-PAVEMNT RESURF PROJ	2,253.85
Vendor Total		**120,853.85**		
FYTD for HARDY & HARPER, INC.		**1,208,538.45**		
HILLCREST CONTRACTING, INC				
12/13/2010	881714	164,254.09		
			DAY ST IMPRVMNTS PROJ SVCS	164,254.09
Vendor Total		**164,254.09**		
FYTD for HILLCREST CONTRACTING, INC		**2,056,133.22**		
IHERB, INC				
12/22/2010	1012101	50,000.00		
			PARTICIPATION AGRMNT-NEW BUS.	50,000.00
Vendor Total		**50,000.00**		
FYTD for IHERB, INC		**50,000.00**		
INLAND EMPIRE ECONOMIC PARTNERSHIP INC.				
12/13/2010	205470	25,000.00		
			INVESTMENT MEMBERSHIP-EDD	25,000.00
Vendor Total		**25,000.00**		
FYTD for INLAND EMPIRE ECONOMIC PARTNERSHIP INC.		**25,000.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE					
	12/3/2010	2762	128,124.47		
				FED INCOME TAX W/H 12/3/10	128,124.47
	12/17/2010	2770	129,402.06		
				FED INCOME TAX W/H 12/17/10	129,402.06
	12/30/2010	2777	112,656.05		
				FED INCOME TAX W/H 12/30/10	112,656.05
	Vendor Total		**370,182.58**		
FYTD for INTERNAL REVENUE SERVICE			**1,800,845.50**		
KOA CORPORATION					
	12/13/2010	205474	57,305.04		
				RECHE VISTA DR REALIGNMNT PROJ	2,746.90
				RECHE VISTA DR REALIGNMNT PROJ	841.94
				RECHE VISTA DR REALIGNMNT PROJ	6,049.87
				RECHE VISTA DR REALIGNMNT PROJ	7,199.47
				RECHE VISTA DR REALIGNMNT PROJ	400.00
				RECHE VISTA DR REALIGNMNT PROJ	35,157.76
				RECHE VISTA DR REALIGNMNT PROJ	4,909.10
	Vendor Total		**57,305.04**		
FYTD for KOA CORPORATION			**65,564.02**		
LIM & NASCIMENTO ENGINEERING CORP.					
	12/23/2010	205689	88,978.50		
				INDIAN BASIN IMPRVMNTS PROJ	8,229.18
				INDIAN BASIN IMPRVMNTS PROJ	80,749.32
	Vendor Total		**88,978.50**		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.			**245,297.84**		
MORENO VALLEY CHEVROLET					
	12/13/2010	205480	33,523.00		
				REIMBURSE SPECIAL TAX	33,523.00
	Vendor Total		**33,523.00**		
FYTD for MORENO VALLEY CHEVROLET			**63,691.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY					
	12/20/2010	205582	55,154.20		
				ELECTRICITY	150.84
				ELECTRICITY	965.09
				ELECTRICITY	271.73
				ELECTRICITY	2,078.06
				ELECTRICITY	10,215.47
				ELECTRICITY	10,853.79
				ELECTRICITY	2,868.28
				ELECTRICITY	5,156.46
				ELECTRICITY	1,013.35
				ELECTRICITY	133.19
				ELECTRICITY	12,103.03
				ELECTRICITY	7,021.04
				ELECTRICITY	232.60
				ELECTRICITY	145.38
				ELECTRICITY	93.20
				ELECTRICITY	69.90
				ELECTRICITY	70.16
				ELECTRICITY	155.80
				ELECTRICITY	97.74
				ELECTRICITY	1,459.09
	Vendor Total		**55,154.20**		
FYTD for MORENO VALLEY UTILITY			**472,828.81**		
NATIONWIDE RETIREMENT SOLUTIONS					
	12/3/2010	2759	25,424.92		
				DEF COMP-457 & 401(A) 12/3/10	25,424.92
	Vendor Total		**25,424.92**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**409,810.04**		
OPT MORENO VALLEY, LLC/CADENCE CAP INVST					
	12/20/2010	205645	37,500.00		
				REFUND-PERFORMANCE SEC DEPOSIT	25,000.00
				REFUND-PERFORMANCE SEC DEPOSIT	12,500.00
	Vendor Total		**37,500.00**		
FYTD for OPT MORENO VALLEY, LLC/CADENCE CAP INVST			**37,500.00**		
PARSONS TRANSPORTATION GROUP, INC.					
	12/20/2010	205588	69,496.64		
				SR-60/MOR BCH DR INTRCHNG PROJ	36,613.71
				SR-60/MOR BCH DR INTRCHNG PROJ	32,882.93
	Vendor Total		**69,496.64**		
FYTD for PARSONS TRANSPORTATION GROUP, INC.			**408,320.86**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS HEALTH INSURANCE					
	12/8/2010	1012021	191,095.80		
				EMPLOYEE HEALTH INS 12/8/10	191,095.80
	Vendor Total		**191,095.80**		
FYTD for PERS HEALTH INSURANCE			**1,174,134.99**		
PERS RETIREMENT					
	12/10/2010	2764	198,636.53		
				PERS RETIREMENT 12/10/10	198,636.53
	12/24/2010	2772	199,839.91		
				PERS RETIREMENT 12/24/10	199,839.91
	Vendor Total		**398,476.44**		
FYTD for PERS RETIREMENT			**2,581,094.91**		
RICHARD LOPEZ CONSTRUCTION					
	12/13/2010	205490	204,620.55		
				RETENTN PYMT-ELECTR UTIL PROJ	93,776.11
				RETENTN PYMT-ELECTR UTIL PROJ	49,478.21
				RETENTN PYMT-ELECTR UTIL PROJ	52,400.00
				RETENTN PYMT-ELECTR UTIL PROJ	8,966.23
	Vendor Total		**204,620.55**		
FYTD for RICHARD LOPEZ CONSTRUCTION			**831,522.34**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	12/23/2010	205744	606,880.80		
				IRONWOOD AVE/INDIAN BASIN PROJ	148,807.17
				IRONWOOD AVE/INDIAN BASIN PROJ	41,328.59
				IRONWOOD AVE/INDIAN BASIN PROJ	416,745.04
	Vendor Total		**606,880.80**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**815,059.30**		
SHELL ENERGY NORTH AMERICA (US) L.P.					
	12/23/2010	205721	354,860.80		
				ELECTRICAL ENERGY PURCHASE	468,994.40
				ELECTRICAL ENERGY PURCHASE	434,106.40
				CREDIT ON ACCOUNT	-548,240.00
	Vendor Total		**354,860.80**		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.			**3,647,835.60**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	12/20/2010	205612	155,600.00		
				ELECTRICITY	685.48
				ELECTRICITY	25.48
				ELECTRICITY	417.17
				ELECTRICITY	25.48
				ELECTRICITY	473.99
				ELECTRICITY	757.21
				ELECTRICITY	152.54
				ELECTRICITY	2,560.70
				ELECTRICITY	646.36
				ELECTRICITY	853.13
				ELECTRICITY	2,918.19
				ELECTRICITY	1,230.39
				ELECTRICITY	1,285.60
				ELECTRICITY	22.57
				ELECTRICITY	98,350.95
				ELECTRICITY	39,838.80
				ELECTRICITY	5,025.31
				ELECTRICITY	47.37
				ELECTRICITY	45.53
				ELECTRICITY	25.20
				ELECTRICITY	70.24
				ELECTRICITY	91.36
				ELECTRICITY	50.95
	Vendor Total		**155,600.00**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,488,805.98**		
SPECIALTY ESCROW SERVICES, INC					
	12/8/2010	1012071	133,005.16		
				ACQ & ESCROW-12242 ZINNIA ST	133,005.16
	Vendor Total		**133,005.16**		
FYTD for SPECIALTY ESCROW SERVICES, INC			**133,005.16**		
STANDARD INSURANCE CO					
	12/6/2010	205417	31,123.74		
				LIFE & DISABILITY INSURANCE	12,965.63
				LIFE & DISABILITY INSURANCE	18,249.01
				LTD/STD ADJ.	-90.90
	Vendor Total		**31,123.74**		
FYTD for STANDARD INSURANCE CO			**196,219.12**		
STK ARCHITECTURE, INC.					
	12/23/2010	881805	50,836.71		
				MORRISON PRK FIRE STATION PROJ	50,836.71
	Vendor Total		**50,836.71**		
FYTD for STK ARCHITECTURE, INC.			**184,891.09**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. BANK/CALCARDS					
	12/2/2010	1012061	93,215.47		
				CALCARD PMT CYCLE END 11/22/10	93,215.47
	12/16/2010	1012091	62,196.05		
				CALCARD PYMT CYCLE END 12/7/10	62,196.05
	Vendor Total		**155,411.52**		
FYTD for U.S. BANK/CALCARDS			**912,835.66**		
UNITED CONTRACTORS COMPANY INC.					
	12/20/2010	881770	240,457.96		
				RETENT RLS LESS HOLDS-EOC PROJ	224,807.00
				RETENT RLS LESS HOLDS-EOC PROJ	15,650.96
	12/23/2010	881807	63,835.00		
				EMRGNCY OPS CTR PROJ SVCS	63,835.00
	Vendor Total		**304,292.96**		
FYTD for UNITED CONTRACTORS COMPANY INC.			**1,002,320.36**		
	Subtotal		**7,427,814.18**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN $25,000				
C & C GRADING & PAVING, INC				
12/13/2010	205436	21,305.03		
			RETENT RLS-STREET IMPRV PROJ	19,466.39
			RETENT RLS-STREET IMPRV PROJ	973.32
			RETENT RLS-STREET IMPRV PROJ	865.32
	Vendor Total	**21,305.03**		
FYTD for C & C GRADING & PAVING, INC		**213,050.30**		
A & I REPROGRAPHICS 2406362				
12/6/2010	205329	943.66		
			PLANS/DOCS-SHADOW MTN PRK PROJ	708.66
			PLANS/DOCS-SHADOW MTN PRK PROJ	235.00
12/20/2010	205511	1,295.54		
			RPRGRPHC SVCS-IRONWD/DAY-BRCLY	1,026.85
			RPRGRPHC SVCS-PAVEMNT RESURF.	268.69
	Vendor Total	**2,239.20**		
FYTD for A & I REPROGRAPHICS 2406362		**18,397.37**		
ADAMS CONSULTING				
12/20/2010	205513	4,891.90		
			REFUND-UNEARNED REV DEPOSIT	4,891.90
	Vendor Total	**4,891.90**		
FYTD for ADAMS CONSULTING		**4,891.90**		
ADAMS, MARK L.				
12/6/2010	881622	318.73		
			RETIREE MED DEC '10	318.73
	Vendor Total	**318.73**		
FYTD for ADAMS, MARK L.		**1,912.38**		
ADLERHORST INTERNATIONAL INC.				
12/13/2010	881700	283.34		
			K-9 TRAINING-PD	283.34
	Vendor Total	**283.34**		
FYTD for ADLERHORST INTERNATIONAL INC.		**18,573.75**		
ADMINSURE				
12/6/2010	205330	2,600.00		
			WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total	**2,600.00**		
FYTD for ADMINSURE		**15,600.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
12/13/2010	881701	390.00		
			ICE MACHINE MAINT-FS #91	195.00
			ICE MACHINE MAINT-SR CTR	195.00
12/20/2010	881729	1,070.00		
			ICE MACHINE MAINT-CONF & REC C	195.00
			ICE MACHINE MAINT-FS #6	195.00
			ICE MACHINE MAINT-FS #48	195.00
			ICE MACHINE MAINT-CITY YARD	290.00
			ICE MACHINE MAINT-FS #58	195.00
12/23/2010	881781	390.00		
			ICE MACHINE MAINT-CITY HALL	195.00
			ICE MACHINE MAINT-TOWNGATE	195.00
	Vendor Total	**1,850.00**		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		**14,968.00**		
ADVANCED ELECTRIC				
12/13/2010	205437	136.00		
			ELECT WORK-PD	124.00
			ELECT WORK-PD	12.00
12/23/2010	205647	1,327.00		
			ELECTRICAL REPAIRS-PARKS	244.00
			ELECTRICAL REPAIRS-PARKS	62.00
			ELECTRICAL REPAIRS-PARKS	623.00
			ELECTRICAL REPAIRS-PARKS	62.00
			ELECTRICAL REPAIRS-PARKS	274.00
			ELECTRICAL REPAIRS-CFD #1	62.00
	Vendor Total	**1,463.00**		
FYTD for ADVANCED ELECTRIC		**6,745.60**		
ADVANTAGE BUSINESS EQUIPMENT, INC				
12/13/2010	205438	0.00		
			WYCOM FLASH CHANGE-FINANCE	329.00
			WYCOM FLASH CHANGE-FINANCE	27.14
			VOIDED CK#205438 DATED 1/11/11	-329.00
			VOIDED CK#205438 DATED 1/11/11	-27.14
12/20/2010	205514	153.31		
			PAYROLL CHECK STOCK	153.31
	Vendor Total	**153.31**		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		**868.89**		
AEI-CASC ENGINEERING				
12/20/2010	881730	362.50		
			CONSULTING SVCS-WQMP	362.50
	Vendor Total	**362.50**		
FYTD for AEI-CASC ENGINEERING		**9,262.04**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AGUILERA, IVONNE					
	12/6/2010	205331	240.00		
				REFUND-RNTL DEPOSIT	240.00
	Vendor Total		**240.00**		
FYTD for AGUILERA, IVONNE			**240.00**		
AGX CONTROLS INC.					
	12/6/2010	205332	88.00		
				FUEL TANK MONITORING	88.00
	Vendor Total		**88.00**		
FYTD for AGX CONTROLS INC.			**88.00**		
AHLERS, ROSCEAL					
	12/20/2010	205515	152.00		
				INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total		**152.00**		
FYTD for AHLERS, ROSCEAL			**456.00**		
AIR CLEANING SYSTEMS INC.					
	12/20/2010	881731	507.11		
				PLYMOVENT MAINT-FIRE	170.00
				PLYMOVENT MAINT-FIRE	337.11
	Vendor Total		**507.11**		
FYTD for AIR CLEANING SYSTEMS INC.			**3,379.21**		
ALICE R. PAREDES AND CARLOS ORNELAS					
	12/23/2010	205649	2,150.00		
				MOVING EXPENSES-PERRIS BL PROJ	2,150.00
	Vendor Total		**2,150.00**		
FYTD for ALICE R. PAREDES AND CARLOS ORNELAS			**2,150.00**		
ALICEA, RICHARD					
	12/20/2010	205516	81.00		
				MILEAGE REIMBURSEMENT	81.00
	Vendor Total		**81.00**		
FYTD for ALICEA, RICHARD			**654.00**		
ALL ABOUT GROOMING					
	12/23/2010	205650	200.00		
				GROOMING SVCS-ANML SHLTR	200.00
	Vendor Total		**200.00**		
FYTD for ALL ABOUT GROOMING			**200.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALLIANZ LIFE INSURANCE CO				
12/6/2010	205333	75.00		
			NON-EXEMPT ANNUITY	75.00
Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO		**450.00**		
ALPHACORP/SIRE TECHNOLOGIES				
12/6/2010	205433	895.00		
			SIRE TRAINING COURSE	895.00
Vendor Total		**895.00**		
FYTD for ALPHACORP/SIRE TECHNOLOGIES		**13,739.00**		
AMERICAN FORENSIC NURSES				
12/6/2010	881624	82.16		
			BLOOD DRAWS	82.16
12/13/2010	881702	1,150.24		
			BLOOD DRAWS	1,150.24
12/23/2010	881782	575.12		
			BLOOD DRAWS	82.16
			BLOOD DRAWS	492.96
Vendor Total		**1,807.52**		
FYTD for AMERICAN FORENSIC NURSES		**14,860.38**		
AMERICAN TOWERS				
12/6/2010	205334	2,573.48		
			LEASE ATC TOWER	2,573.48
Vendor Total		**2,573.48**		
FYTD for AMERICAN TOWERS		**7,720.44**		
AMTECH ELEVATOR SERVICES				
12/20/2010	205517	243.84		
			ELEVATOR SVC-CITY HALL	121.92
			ELEVATOR SVC-CITY HALL	121.92
Vendor Total		**243.84**		
FYTD for AMTECH ELEVATOR SERVICES		**1,060.79**		
ANDREWS-BAKER, SUE				
12/6/2010	205335	75.00		
			INSTRUCTOR SVCS-CPR	75.00
12/20/2010	205518	75.00		
			INSTRUCTOR SVCS-CPR	75.00
Vendor Total		**150.00**		
FYTD for ANDREWS-BAKER, SUE		**300.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANIMAL EMERGENCY CLINIC, INC.				
12/23/2010	881783	55.00		
			EMERGENCY VET SVCS-ANML SHLTR	55.00
Vendor Total		**55.00**		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		**1,420.00**		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
12/6/2010	205336	160.00		
			PEST CNTRL-CFD #1	160.00
12/23/2010	205651	1,790.00		
			PEST CNTRL SVC-PARKS	665.00
			PEST CNTRL SVC-PARKS	255.00
			PEST CNTRL SVC-MARCH FLD	330.00
			PEST CNTRL SVC-PAL	100.00
			PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF COURSE	180.00
			PEST CNTRL SVC-STARS BLDG	100.00
Vendor Total		**1,950.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		**10,740.00**		
APPLE VALLEY COMMUNICATIONS, INC				
12/13/2010	205439	45.00		
			REFUND-BUS LIC OVRPMT	45.00
Vendor Total		**45.00**		
FYTD for APPLE VALLEY COMMUNICATIONS, INC		**45.00**		
ARCHIVE MANAGEMENT SERVICE				
12/20/2010	881732	1,178.67		
			OFF SITE STORAGE-CITY CLERKS	1,178.67
Vendor Total		**1,178.67**		
FYTD for ARCHIVE MANAGEMENT SERVICE		**8,680.86**		
ARIZONA PIPELINE CO.				
12/20/2010	205519	38.00		
			REFUND-CITATION OVRPMT	38.00
Vendor Total		**38.00**		
FYTD for ARIZONA PIPELINE CO.		**38.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARROWHEAD WATER					
	12/6/2010	205337	365.77		
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRAILER	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	24.99
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
				WATER PURIF RNTL-EOC	25.00
	12/13/2010	205440	175.00		
				WATER PURIF RNTL-ANML SHLTR	50.00
				WATER PURIF RNTL-SENIOR CTR	25.00
				WATER PURIF RNTL-SPCL DIST	25.00
				WATER PURIF RNTL-TS ANNEX	25.00
				WATER PURIF RNTL-FAC ANNX	25.00
				WATER PURIF RNTL-CONF & REC CT	25.00
	12/23/2010	205652	25.00		
				WATER PURIF RNTL-STARS	25.00
	Vendor Total		**565.77**		
FYTD for ARROWHEAD WATER			**3,330.50**		
AT&T NATIONAL COMPLIANCE CENTER					
	12/13/2010	205441	150.00		
				CELL PHONE PING FEE	150.00
	Vendor Total		**150.00**		
FYTD for AT&T NATIONAL COMPLIANCE CENTER			**150.00**		
AT&T/MCI					
	12/13/2010	205442	183.55		
				COMMUNICATION SVCS-PD	183.55
	Vendor Total		**183.55**		
FYTD for AT&T/MCI			**1,101.30**		
AUDREY PATRICK REPORTING SERVICES					
	12/6/2010	205338	995.00		
				LEGAL SVCS	995.00
	Vendor Total		**995.00**		
FYTD for AUDREY PATRICK REPORTING SERVICES			**3,826.16**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AUTOMATED GATE SERVICES, INC.					
	12/6/2010	205339	825.00		
				GATE REPAIR-UT SUBSTATION	825.00
	Vendor Total		**825.00**		
FYTD for AUTOMATED GATE SERVICES, INC.			**825.00**		
BACHER, GRACE					
	12/6/2010	205340	305.60		
				RETIREE MED DEC '10	305.60
	Vendor Total		**305.60**		
FYTD for BACHER, GRACE			**1,833.60**		
BAKER-CLAYTON, MACHARA					
	12/23/2010	205653	166.65		
				REFUND-BSKTBALL REGIST	75.65
				REFUND-BSKTBALL REGIST	91.00
	Vendor Total		**166.65**		
FYTD for BAKER-CLAYTON, MACHARA			**166.65**		
BARNES, DARLENE					
	12/6/2010	881625	114.50		
				RETIREE MED NOV'10	114.50
	Vendor Total		**114.50**		
FYTD for BARNES, DARLENE			**801.50**		
BARRERA, DANILO					
	12/23/2010	205655	91.00		
				REFUND-BSKTBALL REGIST	91.00
	Vendor Total		**91.00**		
FYTD for BARRERA, DANILO			**91.00**		
BARWINSKI, CHRISTOPHER					
	12/6/2010	205341	210.00		
				SPORTS OFFICIATING SVCS	105.00
				SPORTS OFFICIATING SVCS	105.00
	12/23/2010	205654	262.50		
				SPORTS OFFICIATING SVCS	157.50
				SPORTS OFFICIATING SVCS	105.00
	Vendor Total		**472.50**		
FYTD for BARWINSKI, CHRISTOPHER			**787.50**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BASIC BACKFLOW					
	12/13/2010	205443	577.28		
				BACKFLOW TESTING-PARKS	457.28
				BACKFLOW TESTING-PARKS	120.00
	Vendor Total		**577.28**		
FYTD for BASIC BACKFLOW			**1,272.56**		
BECK, BRIAN					
	12/23/2010	205656	50.36		
				REFUND-PIANO CLASS	3.36
				REFUND-PIANO CLASS	47.00
	Vendor Total		**50.36**		
FYTD for BECK, BRIAN			**50.36**		
BEMUS LANDSCAPE, INC.					
	12/13/2010	205509	18,958.26		
				LANDSCAPE MAINT-E4	40.36
				LANDSCAPE MAINT-E4	36.95
				LANDSCAPE MAINT-E4	27.24
				LANDSCAPE MAINT-E4	60.11
				LANDSCAPE MAINT-E4	15,650.96
				LANDSCAPE MAINT-E4A	367.64
				LANDSCAPE MAINT-PSB	1,500.00
				LANDSCAPE MAINT-PSB	100.00
				LANDSCAPE MAINT-CONF & REC CTR	975.00
				LANDSCAPE MAINT-CONF & REC CTR	200.00
	Vendor Total		**18,958.26**		
FYTD for BEMUS LANDSCAPE, INC.			**266,188.76**		
BENESYST, INC.					
	12/6/2010	205342	1,129.71		
				FLEX ADMIN SVCS-HR	450.71
				COBRA ADMIN SVCS-HR	679.00
	Vendor Total		**1,129.71**		
FYTD for BENESYST, INC.			**3,459.46**		
BEST, BEST & KRIEGER, LLP					
	12/6/2010	881626	150.00		
				WITNESS FEE RETURN	150.00
	Vendor Total		**150.00**		
FYTD for BEST, BEST & KRIEGER, LLP			**433.50**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BIO-TOX LABORATORIES					
	12/13/2010	205444	4,846.44		
				TOXICOLOGY TESTING SVCS-PD	34.23
				TOXICOLOGY TESTING SVCS-PD	1,070.01
				TOXICOLOGY TESTING SVCS-PD	3,742.20
	12/23/2010	205657	6,309.97		
				TOXICOLOGY TESTING SVC-PD	593.47
				TOXICOLOGY TESTING SVC-PD	5,716.50
	Vendor Total		**11,156.41**		
FYTD for BIO-TOX LABORATORIES			**36,805.00**		
BLAIR, CHERYL					
	12/23/2010	205658	108.00		
				INSTRUCTOR SVCS-BELLY DANCING	81.00
				INSTRUCTOR SVCS-BELLY DANCING	27.00
	Vendor Total		**108.00**		
FYTD for BLAIR, CHERYL			**1,377.00**		
BOBO II, FELIX					
	12/20/2010	205520	138.00		
				MILEAGE REIMBURSEMENT	138.00
	Vendor Total		**138.00**		
FYTD for BOBO II, FELIX			**738.50**		
BODEN, MATTHEW					
	12/13/2010	205445	11.46		
				MV UTILITIES REFUND-UNCLMD CK	11.46
	Vendor Total		**11.46**		
FYTD for BODEN, MATTHEW			**11.46**		
BOONE, CINDY					
	12/23/2010	205659	91.00		
				REFUND-BSKTBALL REGIST	91.00
	Vendor Total		**91.00**		
FYTD for BOONE, CINDY			**91.00**		
BPS TACTICAL, INC					
	12/13/2010	205446	277.31		
				BALLISTIC VEST-PD	255.00
				BALLISTIC VEST-PD	22.31
	Vendor Total		**277.31**		
FYTD for BPS TACTICAL, INC			**662.89**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.					
	12/20/2010	881733	4,223.98		
				MISC BOOKS-LIBRARY	41.96
				MISC BOOKS-LIBRARY	358.44
				MISC BOOKS-LIBRARY	34.03
				MISC BOOKS-LIBRARY	352.38
				MISC BOOKS-LIBRARY	173.01
				MISC BOOKS-LIBRARY	330.30
				MISC BOOKS-LIBRARY	75.68
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	43.78
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.96
				MISC BOOKS-LIBRARY	53.35
				MISC BOOKS-LIBRARY	50.66
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	58.63
				MISC BOOKS-LIBRARY	145.75
				MISC BOOKS-LIBRARY	92.01
				MISC BOOKS-LIBRARY	394.22
				MISC BOOKS-LIBRARY	59.01
				MISC BOOKS-LIBRARY	96.14
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	103.89
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	237.38
				MISC BOOKS-LIBRARY	56.74
				MISC BOOKS-LIBRARY	591.59
				MISC BOOKS-LIBRARY	61.72
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	21.36
				MISC BOOKS-LIBRARY	50.59
				MISC BOOKS-LIBRARY	81.93
				MISC BOOKS-LIBRARY	98.92
				MISC BOOKS-LIBRARY	66.38
				MISC BOOKS-LIBRARY	50.66
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	59.94
				MISC BOOKS-LIBRARY	23.78
				MISC BOOKS-LIBRARY	50.16
				MISC BOOKS-LIBRARY	21.99
				MISC BOOKS-LIBRARY	39.79
		Vendor Total	**4,223.98**		
FYTD for BRODART CO.			**21,815.34**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUCKINGHAM, STAN					
	12/6/2010	205343	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**1,912.38**		
BURGO, LUIS					
	12/23/2010	205660	91.00		
				REFUND-BSKTBALL REGIST	91.00
	Vendor Total		**91.00**		
FYTD for BURGO, LUIS			**91.00**		
BURKE, WILLIAMS & SORENSEN, LLP.					
	12/13/2010	881704	20,771.82		
				LEGAL SERVICES	1,129.80
				LEGAL SERVICES	481.50
				LEGAL SERVICES	19,160.52
	Vendor Total		**20,771.82**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.			**21,299.54**		
BURSTEIN, MARK					
	12/13/2010	205447	1,721.00		
				LEGAL SVCS	1,721.00
	Vendor Total		**1,721.00**		
FYTD for BURSTEIN, MARK			**3,442.00**		
BWI - BOOK WHOLESALERS, INC.					
	12/20/2010	205521	3,159.91		
				MISC BOOKS-LIBRARY	28.26
				MISC BOOKS-LIBRARY	35.59
				MISC BOOKS-LIBRARY	68.39
				MISC BOOKS-LIBRARY	23.92
				MISC BOOKS-LIBRARY	14.63
				MISC BOOKS-LIBRARY	57.30
				MISC BOOKS-LIBRARY	588.06
				MISC BOOKS-LIBRARY	886.49
				MISC BOOKS-LIBRARY	1,135.84
				MISC BOOKS-LIBRARY	171.14
				MISC BOOKS-LIBRARY	150.29
	12/23/2010	205661	206.77		
				MISC BOOKS-LIBRARY	206.77
	Vendor Total		**3,366.68**		
FYTD for BWI - BOOK WHOLESALERS, INC.			**13,882.03**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CAIN, GREGORY					
	12/6/2010	881627	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**1,912.38**		
CALIFORNIA MUNICIPAL STATISTICS, INC. V1					
	12/13/2010	205448	450.00		
				DEBT STATEMENT-6/30/10	450.00
	Vendor Total		**450.00**		
FYTD for CALIFORNIA MUNICIPAL STATISTICS, INC. V1			**450.00**		
CALIFORNIA MUNICIPAL UTILITIES ASSOC.					
	12/20/2010	205522	8,580.00		
				ANNUAL ASSESSMENT	8,580.00
	Vendor Total		**8,580.00**		
FYTD for CALIFORNIA MUNICIPAL UTILITIES ASSOC.			**12,616.00**		
CALIFORNIA TRANSCRIPTION, LLC					
	12/23/2010	881785	60.30		
				TRANSCRIPTION SVCS-PLANNING	60.30
	Vendor Total		**60.30**		
FYTD for CALIFORNIA TRANSCRIPTION, LLC			**294.21**		
CALIFORNIA WATERSHED ENGINEERING CORP.					
	12/20/2010	881734	358.50		
				CONSULTING SVCS-WQMP	358.50
	Vendor Total		**358.50**		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.			**5,927.00**		
CANNON, ANA M.					
	12/6/2010	881628	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for CANNON, ANA M.			**1,737.83**		
CANON BUSINESS SOLUTIONS, INC.					
	12/20/2010	881735	2,002.20		
				COPIER SVC-STARS	2,002.20
	Vendor Total		**2,002.20**		
FYTD for CANON BUSINESS SOLUTIONS, INC.			**18,760.46**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CANON FINANCIAL SERVICES, INC.				
12/6/2010	205344	7,590.68		
			COPIERS-LEASE	7,059.29
			COPIERS-LEASE SALES TAX	531.39
Vendor Total		**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.		**45,544.08**		
CARBAJAL, ANISA				
12/20/2010	205523	105.00		
			REFUND-EVENT DEPOSIT	105.00
Vendor Total		**105.00**		
FYTD for CARBAJAL, ANISA		**105.00**		
CARILLO, JOSE H. OR MARBELLA				
12/20/2010	205524	54.50		
			REFUND-CITATION FEE	54.50
Vendor Total		**54.50**		
FYTD for CARILLO, JOSE H. OR MARBELLA		**54.50**		
CARTER, ROSALYN				
12/6/2010	881629	318.73		
			RETIREE MED NOV'10	318.73
Vendor Total		**318.73**		
FYTD for CARTER, ROSALYN		**2,006.45**		
CASSEL, MARY ANN				
12/6/2010	205345	75.00		
			INSTRUCTOR SVCS-CPR	75.00
12/20/2010	205525	75.00		
			INSTRUCTOR SVCS-CPR	75.00
Vendor Total		**150.00**		
FYTD for CASSEL, MARY ANN		**225.00**		
CAZARES, JUAN CARLOS				
12/13/2010	205449	300.00		
			REFUND-RENTAL DEPOSIT	300.00
Vendor Total		**300.00**		
FYTD for CAZARES, JUAN CARLOS		**300.00**		
CEMEX				
12/20/2010	205526	1,056.02		
			CEMENT PURCHASE	508.95
			CEMENT PURCHASE	547.07
Vendor Total		**1,056.02**		
FYTD for CEMEX		**4,538.78**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS					
	12/6/2010	205346	4,918.00		
				PRE-EMPLOYMENT PHYSICALS	3,490.00
				PRE-EMPLOYMENT PHYSICALS	672.00
				PRE-EMPLOYMENT PHYSICALS	756.00
	12/13/2010	205450	2,066.00		
				PRE-EMPLOYMENT PHYSICALS-HR	420.00
				PRE-EMPLOYMENT PHYSICALS-STARS	1,646.00
	Vendor Total		**6,984.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**7,474.00**		
CHANCY, CHIZURU					
	12/13/2010	205451	93.60		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
	Vendor Total		**93.60**		
FYTD for CHANCY, CHIZURU			**795.60**		
CHANDLER ASSET MANAGEMENT, INC					
	12/20/2010	881736	8,875.00		
				INVESTMENT MGMT SVCS	8,875.00
	Vendor Total		**8,875.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**52,825.00**		
CHAPMAN, STEVE					
	12/6/2010	205347	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**1,912.38**		
CHAPPELL, ISAAC					
	12/6/2010	881630	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**1,912.38**		
CHRISTIAN, OWEN					
	12/6/2010	881631	194.53		
				RETIREE MED DEC '10	194.53
	Vendor Total		**194.53**		
FYTD for CHRISTIAN, OWEN			**1,167.18**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION					
	12/6/2010	205348	158.17		
				UNIFORM RNTL SVC-CFD #1	14.15
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-PARKS STAFF	52.42
				UNIFORM RNTL SVC-PARKS STAFF	52.42
				UNIFORM RNTL SVC-GOLF COURSE	5.85
				UNIFORM RNTL SVC-GOLF COURSE	5.85
	12/13/2010	205452	176.88		
				UNIFORM RNTL SVC-TRAFFIC	12.79
				UNIFORM RNTL SVC-TRAFFIC	12.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-CFD #1 STAFF	13.74
				UNIFORM RNTL SVC-GOLF COURSE	5.63
	12/20/2010	205528	500.62		
				UNIFORM RNTL SVC-GRAFFITI CREW	9.51
				UNIFORM RNTL SVC-GRAFFITI CREW	9.51
				UNIFORM RNTL SVC-GRAFFITI CREW	9.18
				UNIFORM RNTL SVC-GRAFFITI CREW	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.51
				UNIFORM RNTL SVC-TREE MAINT	9.51
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-TREE MAINT	9.18
				UNIFORM RNTL SVC-ST SWEEPER OP	6.34
				UNIFORM RNTL SVC-ST SWEEPER OP	6.34
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-DRAIN MAINT C	3.17
				UNIFORM RNTL SVC-DRAIN MAINT C	3.17
				UNIFORM RNTL SVC-DRAIN MAINT C	3.06
				UNIFORM RNTL SVC-DRAIN MAINT C	3.06
				UNIFORM RNTL SVC-STREET MAINT	49.60
				UNIFORM RNTL SVC-STREET MAINT	49.60
				UNIFORM RNTL SVC-STREET MAINT	48.06
				UNIFORM RNTL SVC-STREET MAINT	53.06
				UNIFORM RNTL SVC-CONCRETE MAIN	9.51
				UNIFORM RNTL SVC-CONCRETE MAIN	9.51
				UNIFORM RNTL SVC-CONCRETE MAIN	9.18
				UNIFORM RNTL SVC-CONCRETE MAIN	9.18
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-FAC MAINT	16.70

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
12/23/2010	205662	176.50		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PARKS	55.19
			UNIFORM RNTL SVC-CFD#1	13.74
			UNIFORM RNTL SVC-GOLF COURSE	5.63
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-CFD#1	13.74
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF COURSE	5.63
Vendor Total		**1,012.17**		
FYTD for CINTAS CORPORATION		**5,952.12**		
CITY OF MORENO VALLEY VEBA TRUST				
12/6/2010	881632	4,112.50		
			EXEMPT VEBA	4,112.50
Vendor Total		**4,112.50**		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		**24,562.50**		
COMMUNITY ASSISTANCE PROGRAM - CAP				
12/6/2010	881633	2,465.86		
			CDBG SVCS-FOOD DIST PRGM	2,465.86
Vendor Total		**2,465.86**		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		**16,187.10**		
COMMUNITY HEALTH CHARITIES				
12/6/2010	205349	151.47		
			CHC CONTRIBUTIONS	151.47
12/20/2010	205529	126.47		
			CHC CONTRIBUTIONS	126.47
Vendor Total		**277.94**		
FYTD for COMMUNITY HEALTH CHARITIES		**1,944.11**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSTCO					
	12/6/2010	205350	1,573.42		
				MISC SUPPLIES-PARKS	178.54
				MISC SUPPLIES-STARS	163.68
				MISC SUPPLIES-STARS	153.99
				MISC SUPPLIES-STARS	107.65
				MISC SUPPLIES-STARS	969.56
	12/13/2010	205453	337.89		
				MISC SUPPLIES-SKATE PARK	337.89
	12/20/2010	205530	265.82		
				MISC SUPPLIES-CHILDS PLACE	176.01
				MISC SUPPLIES-STARS	89.81
	12/23/2010	205663	671.71		
				MISC SUPPLIES-STARS	22.79
				MISC SUPPLIES-STARS	35.26
				MISC SUPPLIES-STARS	546.26
				MISC SUPPLIES-STARS	67.40
	Vendor Total		**2,848.84**		
FYTD for COSTCO			**30,041.14**		
COUNSELING TEAM, THE					
	12/6/2010	205351	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	Vendor Total		**1,250.00**		
FYTD for COUNSELING TEAM, THE			**8,750.00**		
COUNTRY SQUIRE ESTATES					
	12/13/2010	205454	73.40		
				REFUND-UT USER TAXES	73.40
	12/20/2010	205531	62.11		
				REFUND-UT USER TAXES	62.11
	Vendor Total		**135.51**		
FYTD for COUNTRY SQUIRE ESTATES			**521.37**		
COUNTY OF RIVERSIDE - RMAP					
	12/20/2010	205532	85.40		
				RECORDATION REQUESTS-LAND DEV	85.40
	Vendor Total		**85.40**		
FYTD for COUNTY OF RIVERSIDE - RMAP			**254.75**		
COUNTY OF RIVERSIDE AUDITOR					
	12/23/2010	205664	18,825.58		
				PARKING CONTROL FEES-CODE	17,061.58
				PARKING CONTROL FEES-CODE	1,764.00
	Vendor Total		**18,825.58**		
FYTD for COUNTY OF RIVERSIDE AUDITOR			**157,268.36**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE ECON DEVLP AGENCY				
12/20/2010	205533	4,100.00		
			ADVERTISING SVCS-EDD	2,100.00
			ADVERTISING SVCS-EDD	1,500.00
			ADVERTISING SVCS-EDD	500.00
	Vendor Total	**4,100.00**		
FYTD for COUNTY OF RIVERSIDE ECON DEVLP AGENCY		**4,100.00**		
COUNTY OF RIVERSIDE-TLMA-GIS				
12/20/2010	205534	97.59		
			TRAFFIC SGNL INSPECTION SVC	97.59
	Vendor Total	**97.59**		
FYTD for COUNTY OF RIVERSIDE-TLMA-GIS		**3,296.54**		
COVENTRY PET RESORT				
12/6/2010	205434	103.52		
			MISC K-9 FOOD-PD	95.19
			MISC K-9 FOOD-PD	8.33
	Vendor Total	**103.52**		
FYTD for COVENTRY PET RESORT		**549.19**		
CRAFCO, INC.				
12/20/2010	881737	17,341.93		
			ASPHALTIC MATERIAL	17,341.93
	Vendor Total	**17,341.93**		
FYTD for CRAFCO, INC.		**17,341.93**		
CREATIVE PROMOTIONAL IDEAS				
12/20/2010	205535	4,609.00		
			WRISTBANDS-RECYCLING PRGM	4,160.00
			WRISTBANDS-RECYCLING PRGM	85.00
			WRISTBANDS-RECYCLING PRGM	364.00
	Vendor Total	**4,609.00**		
FYTD for CREATIVE PROMOTIONAL IDEAS		**5,196.77**		
CSDA-CA SPECIAL DISTRICTS ASSOCIATION				
12/20/2010	205536	846.00		
			MEMBERSHIP DUES	846.00
	Vendor Total	**846.00**		
FYTD for CSDA-CA SPECIAL DISTRICTS ASSOCIATION		**846.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH					
	12/13/2010	205455	83.00		
				HEALTH PERMIT RENEWAL	83.00
	Vendor Total		**83.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			**11,327.36**		
D & D SERVICES DBA D & D DISPOSAL, INC.					
	12/20/2010	205537	745.00		
				DISPOSAL SVCS-ANML SHLTR	745.00
	Vendor Total		**745.00**		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.			**6,470.00**		
DACOLIAS, RAYMOND					
	12/20/2010	205538	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for DACOLIAS, RAYMOND			**418.00**		
DALE, KATHLEEN					
	12/6/2010	881635	315.59		
				RETIREE MED DEC '10	315.59
	Vendor Total		**315.59**		
FYTD for DALE, KATHLEEN			**1,893.54**		
DANIEL ESTAY CONSTRUCTION					
	12/20/2010	205539	3,789.42		
				REFUND-PLANNING FEES	2,805.02
				REFUND-PLANNING FEES	435.20
				REFUND-PLANNING FEES	120.40
				REFUND-PLANNING FEES	38.80
				REFUND-PLANNING FEES	390.00
	Vendor Total		**3,789.42**		
FYTD for DANIEL ESTAY CONSTRUCTION			**3,789.42**		
DATA TICKET, INC.					
	12/13/2010	881706	6,066.58		
				CITATION PRCSSNG-ANML SVCS	1,400.18
				CITATION PRCSSNG-PD	4,666.40
	12/23/2010	881786	13,995.90		
				CITATION PRCSSNG SVCS-CODE	11,479.52
				CITATION PRCSSNG SVCS-BLDG/SFT	601.50
				CITATION PRCSSNG SVCS-CODE	1,914.88
	Vendor Total		**20,062.48**		
FYTD for DATA TICKET, INC.			**126,016.35**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DATAQUICK CORPORATE HEADQUARTERS				
12/23/2010	205665	130.50		
			ONLINE SUBSCRIPTION-PD	130.50
Vendor Total		**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		**783.00**		
DAVID EVANS & ASSOCIATES, INC.				
12/13/2010	205456	145.50		
			SUNNYMD BLVD REVIT PROJ SVCS	145.50
Vendor Total		**145.50**		
FYTD for DAVID EVANS & ASSOCIATES, INC.		**10,210.85**		
DEBINAIRE COMPANY				
12/13/2010	205457	391.50		
			BOILER REPAIR-PSB	24.34
			BOILER REPAIR-PSB	367.16
Vendor Total		**391.50**		
FYTD for DEBINAIRE COMPANY		**1,942.16**		
DEEP CREEK FLY FISHERS				
12/20/2010	205540	750.00		
			REFUND-RENTAL DEPOSIT	750.00
Vendor Total		**750.00**		
FYTD for DEEP CREEK FLY FISHERS		**750.00**		
DELAROSA, STEVE				
12/6/2010	205352	60.00		
			REFUND-ANML LIC FEE	60.00
Vendor Total		**60.00**		
FYTD for DELAROSA, STEVE		**60.00**		
DELTA DENTAL				
12/13/2010	205458	11,366.97		
			EMPLOYEE DENTAL INSURANCE	11,366.97
Vendor Total		**11,366.97**		
FYTD for DELTA DENTAL		**67,851.47**		
DELTACARE USA				
12/20/2010	205541	6,246.87		
			EMPLOYEE DENTAL INSURANCE	6,246.87
Vendor Total		**6,246.87**		
FYTD for DELTACARE USA		**38,001.59**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DENNIS GRUBB & ASSOCIATES, LLC				
12/20/2010	881738	1,910.00		
			PLAN REVEIW SVCS-FIRE PREV	455.00
			PLAN REVEIW SVCS-FIRE PREV	1,455.00
	Vendor Total	**1,910.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		**46,480.00**		
DEPARTMENT OF INDUSTRIAL RELATIONS				
12/20/2010	205542	20,621.10		
			FY 2010/11 ASSESSMENTS	20,621.10
	Vendor Total	**20,621.10**		
FYTD for DEPARTMENT OF INDUSTRIAL RELATIONS		**20,621.10**		
DESIGN WORKS				
12/23/2010	205666	4,610.28		
			YOUTH SPORTS UNIFORMS-PARKS	4,610.28
	Vendor Total	**4,610.28**		
FYTD for DESIGN WORKS		**9,392.10**		
DLS LANDSCAPE, INC				
12/23/2010	205667	12,390.00		
			LANDSCAPE MAINT-CFD #1	2,160.00
			LANDSCAPE MAINT-ZONE A	10,230.00
	Vendor Total	**12,390.00**		
FYTD for DLS LANDSCAPE, INC		**74,340.00**		
DONALDSON, KATHLEEN				
12/23/2010	205668	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for DONALDSON, KATHLEEN		**20.00**		
DORY, ALLEEN F.				
12/6/2010	205353	194.53		
			RETIREE MED DEC '10	194.53
	Vendor Total	**194.53**		
FYTD for DORY, ALLEEN F.		**1,167.18**		
DREXLER, DAVID				
12/23/2010	205669	100.00		
			12/15/10 FIELD SEARCH TRNG	100.00
	Vendor Total	**100.00**		
FYTD for DREXLER, DAVID		**100.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DUNN, LAURA ISABEL GARCIA					
	12/20/2010	881739	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**228.00**		
DUNNING, FLORANNE					
	12/6/2010	205354	1,393.00		
				REFUND-ADMIN CITATION	1,393.00
	Vendor Total		**1,393.00**		
FYTD for DUNNING, FLORANNE			**1,393.00**		
DURAN, BLANCA					
	12/6/2010	205355	189.00		
				INSTRUCTOR SVCS-FOLKLORIC DANC	189.00
	12/23/2010	205670	378.00		
				INSTRUCTOR SVCS-FOLKLORIC DANC	378.00
	Vendor Total		**567.00**		
FYTD for DURAN, BLANCA			**2,121.00**		
E.R. BLOCK PLUMBING & HEATING, INC.					
	12/6/2010	205356	240.00		
				BACKFLOW TESTING-E1	100.00
				BACKFLOW TESTING-E7	40.00
				BACKFLOW TESTING-E14	20.00
				BACKFLOW TESTING-ZONE D	80.00
	12/23/2010	205671	80.00		
				BACKFLOW TESTING-E1	20.00
				BACKFLOW TESTING-ZONE D	20.00
				BACKFLOW TESTING-ZONE S	20.00
				BACKFLOW TESTING-ZONE D	20.00
	Vendor Total		**320.00**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**13,577.06**		
EADIE AND PAYNE LLP.					
	12/13/2010	205459	7,165.00		
				PROF SVCS-ASES GRANT	4,165.00
				PROF SVCS-ASES GRANT	3,000.00
	Vendor Total		**7,165.00**		
FYTD for EADIE AND PAYNE LLP.			**39,750.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EAGLE AERIAL					
	12/6/2010	205357	4,918.75		
				DIGITAL ORTHO IMAGERY DATA SVC	4,500.00
				DIGITAL ORTHO IMAGERY DATA-SHI	25.00
				DIGITAL ORTHO IMAGERY DATA-TAX	393.75
	Vendor Total		**4,918.75**		
FYTD for EAGLE AERIAL			**4,918.75**		
EASTERN MUNICIPAL WATER DISTRICT					
	12/6/2010	205358	5,716.22		
				WATER CHARGES	106.26
				WATER CHARGES	462.38
				WATER CHARGES	1,547.57
				WATER CHARGES	2,566.03
				WATER CHARGES	262.76
				WATER CHARGES	463.93
				WATER CHARGES	125.82
				WATER CHARGES	181.47
	12/13/2010	205460	15,429.31		
				WATER CHARGES	49.24
				WATER CHARGES	209.49
				WATER CHARGES	1,284.84
				WATER CHARGES	38.40
				WATER CHARGES	1,884.96
				WATER CHARGES	7,250.67
				WATER CHARGES	1,218.34
				WATER CHARGES	1,125.11
				WATER CHARGES	449.54
				WATER CHARGES	444.85
				WATER CHARGES	162.59
				WATER CHARGES	121.40
				WATER CHARGES	267.99
				WATER CHARGES	180.59
				WATER CHARGES	141.99
				WATER CHARGES	81.85
				WATER CHARGES	379.96
				WATER CHARGES	137.50
	12/20/2010	205544	3,500.00		
				FEES-MV CORPORATE YARD PROJ	3,500.00
	12/23/2010	205672	3,438.44		
				WATER CHARGES	185.80
				WATER CHARGES	1,461.09
				WATER CHARGES	645.90
				WATER CHARGES	763.15
				WATER CHARGES	178.66
				WATER CHARGES	203.84
	Vendor Total		**28,083.97**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT			**976,798.27**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EDGELANE MOBILE PARK					
	12/20/2010	881740	10.53		
				REFUND-UT USER TAXES	10.53
	Vendor Total		**10.53**		
FYTD for EDGELANE MOBILE PARK			**62.53**		
EGGERSTEN, ANNE					
	12/6/2010	205359	305.60		
				RETIREE MED DEC '10	305.60
	Vendor Total		**305.60**		
FYTD for EGGERSTEN, ANNE			**1,833.60**		
ELHAWAT, MARLENE					
	12/23/2010	205673	65.00		
				REFUND-TIME FOR TOT PRGM	65.00
	Vendor Total		**65.00**		
FYTD for ELHAWAT, MARLENE			**65.00**		
ELLIOTT, NISHA					
	12/23/2010	205674	378.00		
				INSTRUCTOR SVCS-KICKBOXING	49.60
				INSTRUCTOR SVCS-KICKBOXING	137.60
				INSTRUCTOR SVCS-KICKBOXING	10.80
				INSTRUCTOR SVCS-KICKBOXING	147.60
				INSTRUCTOR SVCS-KICKBOXING	32.40
	Vendor Total		**378.00**		
FYTD for ELLIOTT, NISHA			**1,328.40**		
ENCO UTILITY SERVICES MORENO VALLEY LLC					
	12/13/2010	205510	2,500.00		
				CABINET LEASE-INDIAN	35.52
				CABINET LEASE-INDIAN	1,214.48
				CABINET LEASE-IRIS	52.90
				CABINET LEASE-IRIS	1,197.10
	Vendor Total		**2,500.00**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC			**1,117,497.75**		
ESPINOZA, HENRY					
	12/23/2010	205675	200.00		
				REFUND-RNTL DEP 12/14	200.00
	Vendor Total		**200.00**		
FYTD for ESPINOZA, HENRY			**200.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESPINOZA, JOE A					
	12/20/2010	205545	570.00		
				INSTRUCTION SVCS-15 DAYS	570.00
	Vendor Total		**570.00**		
FYTD for ESPINOZA, JOE A			**988.00**		
EVANS ENGRAVING & AWARDS					
	12/23/2010	881787	41.32		
				ENGRAVING SVCS-PD	16.32
				ENGRAVING SVCS-PD	25.00
	Vendor Total		**41.32**		
FYTD for EVANS ENGRAVING & AWARDS			**666.56**		
EWING IRRIGATION PRODUCTS, INC.					
	12/13/2010	205462	24.03		
				IRRIGATION SUPPLIES-PARKS	24.03
	Vendor Total		**24.03**		
FYTD for EWING IRRIGATION PRODUCTS, INC.			**9,762.96**		
EXCEL LANDSCAPE, INC					
	12/6/2010	205360	1,283.00		
				LANDSCAPE MAINT-E7	1,283.00
	12/13/2010	205463	5,533.03		
				LANDSCAPE MAINT-E8	20.69
				LANDSCAPE MAINT-E15	1,070.36
				LANDSCAPE MAINT-E8	1,501.98
				TREE PLANTING-E3	2,940.00
	12/23/2010	205676	12,397.16		
				LANDSCAPE MAINT-E7	2,777.17
				LANDSCAPE MAINT-E14	3,461.07
				LANDSCAPE MAINT-WQB	3,978.92
				LANDSCAPE MAINT-E14	225.00
				LANDSCAPE MAINT-E3A	1,955.00
	Vendor Total		**19,213.19**		
FYTD for EXCEL LANDSCAPE, INC			**80,118.31**		
FABELA, ANNA MARIE					
	12/6/2010	205361	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for FABELA, ANNA MARIE			**75.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FAMILY SERVICE ASSOCIATION				
12/23/2010	205677	9,055.80		
			RENTAL ASSISTANCE SVCS	9,055.80
12/23/2010	205678	750.00		
			REFUND-RNTL DEP 12/10	750.00
	Vendor Total	**9,805.80**		
FYTD for FAMILY SERVICE ASSOCIATION		**72,923.83**		
FEENSTRA, JOHN				
12/6/2010	881636	361.25		
			RETIREE MED DEC '10	361.25
	Vendor Total	**361.25**		
FYTD for FEENSTRA, JOHN		**2,167.50**		
FILTER RECYCLING SERVICES, INC.				
12/20/2010	205546	3,490.25		
			HAZMAT PICK UP SVC-PW MAINT	3,490.25
	Vendor Total	**3,490.25**		
FYTD for FILTER RECYCLING SERVICES, INC.		**3,490.25**		
FINESSE PERSONNEL ASSOCIATES				
12/20/2010	881741	3,037.50		
			TEMP SVCS-A FEAL W/E 11/13	911.25
			TEMP SVCS-A FEAL W/E 11/20	1,215.00
			TEMP SVCS-A FEAL W/E 11/27	911.25
	Vendor Total	**3,037.50**		
FYTD for FINESSE PERSONNEL ASSOCIATES		**31,884.79**		
FIRST AMERICAN CORE LOGIC, INC.				
12/23/2010	205679	592.00		
			ONLINE PROP INFO SVCS-CODE	325.00
			ONLINE PROP INFO SVCS-CDD	97.00
			ONLINE PROP INFO SVCS-EDD	170.00
	Vendor Total	**592.00**		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		**4,216.00**		
FIRST AMERICAN TRUST, FSB				
12/23/2010	1012111	5,597.00		
			HAP LOAN: PALMA-11100 DAVIS ST	5,597.00
12/23/2010	1012121	4,375.00		
			HAP LOAN: PEREZ-11620 WARBLER	4,375.00
	Vendor Total	**9,972.00**		
FYTD for FIRST AMERICAN TRUST, FSB		**159,906.40**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRST CAL INDUSTRIAL LLC				
12/20/2010	205547	4,702.20		
			REFUND-UNEARNED REV DEPOSIT	4,702.20
Vendor Total		**4,702.20**		
FYTD for FIRST CAL INDUSTRIAL LLC		**4,702.20**		
FIRST CHOICE SERVICES				
12/6/2010	881637	70.76		
			COFFEE SVCS-EMP PAID	70.76
12/13/2010	881708	597.47		
			COFFEE SVCS-EMP PAID	157.22
			COFFEE SVCS-EMP PAID	106.69
			COFFEE SVCS-EMP PAID	209.42
			COFFEE SVCS-EMP PAID	95.76
			COFFEE SVCS-EMP PAID	28.38
Vendor Total		**668.23**		
FYTD for FIRST CHOICE SERVICES		**3,914.77**		
FIRST INDUSTRIAL - IRVINE				
12/20/2010	205548	4,684.20		
			REFUND-UNEARNED REV DEPOSIT	4,684.20
Vendor Total		**4,684.20**		
FYTD for FIRST INDUSTRIAL - IRVINE		**4,684.20**		
FITNESS 19 CA 155 11C				
12/20/2010	205549	269.00		
			GYM MEMBERSHIP DEDUCTIONS	269.00
Vendor Total		**269.00**		
FYTD for FITNESS 19 CA 155 11C		**1,530.00**		
FOLEY & LARDNER				
12/13/2010	205464	1,526.40		
			LEGAL SERVICES	1,526.40
Vendor Total		**1,526.40**		
FYTD for FOLEY & LARDNER		**7,106.75**		
FOSTER, NANCY A.				
12/6/2010	881638	315.59		
			RETIREE MED DEC '10	315.59
Vendor Total		**315.59**		
FYTD for FOSTER, NANCY A.		**1,893.54**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FRANCHISE TAX BOARD					
	12/6/2010	205362	50.00		
				GARNISHMENT	50.00
	12/20/2010	205550	42.57		
				GARNISHMENT	42.57
	Vendor Total		**92.57**		
FYTD for FRANCHISE TAX BOARD			**809.67**		
FRANKLIN, L. C.					
	12/20/2010	205551	168.00		
				MILEAGE REIMBURSEMENT	168.00
	Vendor Total		**168.00**		
FYTD for FRANKLIN, L. C.			**742.50**		
FRESQUEZ, JOHN					
	12/23/2010	205680	160.00		
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	100.00
	Vendor Total		**160.00**		
FYTD for FRESQUEZ, JOHN			**590.00**		
FROST, JOAN CHENG					
	12/20/2010	205552	494.00		
				INSTRUCTION SVCS-13 DAYS	494.00
	Vendor Total		**494.00**		
FYTD for FROST, JOAN CHENG			**760.00**		
FRYE, ANGELICA					
	12/20/2010	205553	55.00		
				REFUND-CITATION OVRPMT	55.00
	Vendor Total		**55.00**		
FYTD for FRYE, ANGELICA			**55.00**		
FULLER, NORMA DENISE					
	12/6/2010	205363	425.00		
				CONSULTING SVCS	425.00
	Vendor Total		**425.00**		
FYTD for FULLER, NORMA DENISE			**425.00**		
FULLMER CONCRETE CONSTRUCTION					
	12/6/2010	205364	55.00		
				REFUND-BUS LIC OVRPMT	55.00
	Vendor Total		**55.00**		
FYTD for FULLMER CONCRETE CONSTRUCTION			**55.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
G/M BUSINESS INTERIORS, INC.				
12/13/2010	205465	758.49		
			FILE CABINET-FINANCE	683.82
			FILE CABINET-FINANCE	74.67
Vendor Total		**758.49**		
FYTD for G/M BUSINESS INTERIORS, INC.		**758.49**		
GAINES, RHOCHEL				
12/23/2010	205681	91.00		
			REFUND-BSKTBALL REGIST	91.00
Vendor Total		**91.00**		
FYTD for GAINES, RHOCHEL		**91.00**		
GALE GROUP, THE				
12/20/2010	205643	4,509.47		
			SUBSCRIPTION SVC-LIBRARY	4,509.47
Vendor Total		**4,509.47**		
FYTD for GALE GROUP, THE		**4,509.47**		
GALLS INC., INLAND UNIFORM				
12/6/2010	205365	704.50		
			UNIFORM PURCHASE-PD	60.40
			UNIFORM PURCHASE-PD	66.46
			UNIFORM PURCHASE-PD	11.10
			UNIFORM PURCHASE-PD	60.40
			UNIFORM PURCHASE-PD	66.46
			UNIFORM PURCHASE-PD	3.50
			UNIFORM PURCHASE-PD	11.41
			UNIFORM PURCHASE-PD	424.77
12/13/2010	205466	372.74		
			UNIFORM PURCHASE-PD	60.40
			UNIFORM PURCHASE-PD	66.46
			UNIFORM PURCHASE-PD	11.10
			UNIFORM PURCHASE-PD	234.78
12/20/2010	205554	140.29		
			UNIFORM PURCHASE-PD	140.29
Vendor Total		**1,217.53**		
FYTD for GALLS INC., INLAND UNIFORM		**3,865.11**		
GARCIA, MICHELLE				
12/13/2010	205467	71.00		
			REFUND-PLAN CHECK FEE	71.00
Vendor Total		**71.00**		
FYTD for GARCIA, MICHELLE		**71.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GASTON, RICHARD					
	12/6/2010	881639	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**1,912.38**		
GENERAL SECURITY SERVICES, INC.					
	12/6/2010	881640	245.44		
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	122.72
	12/13/2010	881709	306.80		
				SECURITY SVCS-CONF & REC CTR	306.80
	12/20/2010	881743	697.97		
				SECURITY SVCS-UTILITY ANNX	122.72
				SECURITY SVCS-SENIOR CTR	360.49
				SECURITY SVCS-SENIOR CTR	214.76
	12/23/2010	881788	1,127.49		
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-UTILITY	153.40
				SECURITY SVCS-CONF & REC CTR	230.10
				SECURITY SVCS-TOWNGATE	145.73
				SECURITY SVCS-TOWNGATE	76.70
				SECURITY SVCS-CONF & REC CTR	92.04
	Vendor Total		**2,377.70**		
FYTD for GENERAL SECURITY SERVICES, INC.			**22,873.86**		
GHOLSON, GORDON					
	12/20/2010	205555	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for GHOLSON, GORDON			**30.00**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP					
	12/13/2010	881710	16,279.10		
				LEGAL SERVICES	3,433.44
				LEGAL SERVICES	11,465.41
				LEGAL SERVICES	1,232.25
				LEGAL SERVICES	148.00
	Vendor Total		**16,279.10**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			**82,319.06**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GONG ENTERPRISES, INC.					
	12/13/2010	205468	1,080.00		
				PLAN CHECK SVCS-PM35629	1,080.00
	12/20/2010	205556	5,400.00		
				CONSULTING SVCS-TR36340	5,400.00
	Vendor Total		**6,480.00**		
FYTD for GONG ENTERPRISES, INC.			**22,141.40**		
GONZALEZ, KARLA					
	12/6/2010	205366	74.00		
				REFUND-CLASS REGIST FEE	37.00
				REFUND-CLASS REGIST FEE	37.00
	Vendor Total		**74.00**		
FYTD for GONZALEZ, KARLA			**74.00**		
GOODWIN, ROYCE					
	12/20/2010	205557	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for GOODWIN, ROYCE			**75.00**		
GRAFFITI TRACKER, INC.					
	12/20/2010	881744	1,196.25		
				CAMERA PURCHASE-GRAFFITI	1,196.25
	Vendor Total		**1,196.25**		
FYTD for GRAFFITI TRACKER, INC.			**22,815.00**		
GREEN, JACOB JR.					
	12/20/2010	205558	72.50		
				REFUND-CITATION OVRPMT	72.50
	Vendor Total		**72.50**		
FYTD for GREEN, JACOB JR.			**72.50**		
GREGORY S. GOLDEN DDS, DABFO					
	12/6/2010	205367	500.00		
				FORENSIC DENTAL SVCS-PD	500.00
	Vendor Total		**500.00**		
FYTD for GREGORY S. GOLDEN DDS, DABFO			**500.00**		
GREINES, MARTIN, STEIN & RICHLAND, LLP					
	12/20/2010	881745	178.89		
				LEGAL SERVICES	178.89
	Vendor Total		**178.89**		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP			**13,615.46**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GRIFFIN, MARLENE C					
	12/6/2010	881641	305.60		
				RETIREE MED DEC '10	305.60
	Vendor Total		**305.60**		
FYTD for GRIFFIN, MARLENE C			**1,833.60**		
GROUP DELTA CONSULTANTS, INC					
	12/13/2010	881711	1,899.50		
				DAY ST IMPRVMNTS PROJ SVCS	1,899.50
	Vendor Total		**1,899.50**		
FYTD for GROUP DELTA CONSULTANTS, INC			**8,637.00**		
GUIDA SURVEYING, INC.					
	12/6/2010	881642	3,714.00		
				2010 PAVEMENT RESURF PROJ SVCS	3,714.00
	12/13/2010	881712	1,447.00		
				IRONWOOD AVE/INDIAN BASIN PROJ	1,058.00
				IRONWOOD AVE/INDIAN BASIN PROJ	389.00
	12/20/2010	881746	549.00		
				IRONWOOD AVE-DAY ST TO BARCLAY	549.00
	Vendor Total		**5,710.00**		
FYTD for GUIDA SURVEYING, INC.			**60,734.00**		
GUILIANO, MARIA					
	12/20/2010	205559	139.20		
				INSTRUCTOR SVCS-ZUMBA FITNESS	39.60
				INSTRUCTOR SVCS-ZUMBA FITNESS	99.60
	12/23/2010	205682	112.80		
				INSTRUCTOR SVCS-ZUMBA FITNESS	112.80
	Vendor Total		**252.00**		
FYTD for GUILIANO, MARIA			**432.00**		
GUILLAN, REBECCA S.					
	12/6/2010	881643	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for GUILLAN, REBECCA S.			**1,745.37**		
GUILLIS, LINDA B.					
	12/6/2010	205368	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for GUILLIS, LINDA B.			**1,912.38**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUTIERREZ, ROBERT					
	12/6/2010	881644	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**1,912.38**		
GUZMAN'S CART SERVICE					
	12/13/2010	881713	4,049.00		
				CART RTRVL SVCS-CODE	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**24,294.00**		
HAISTY, XIU HUA					
	12/6/2010	881645	30.00		
				INSTRUCTOR SVCS-TAI CHI	30.00
	12/23/2010	881789	30.00		
				INSTRUCTOR SVCS-TAI CHI	30.00
	Vendor Total		**60.00**		
FYTD for HAISTY, XIU HUA			**210.00**		
HAMLIN, WILLIAM R.					
	12/6/2010	881646	315.59		
				RETIREE MED DEC '10	315.59
	Vendor Total		**315.59**		
FYTD for HAMLIN, WILLIAM R.			**1,893.54**		
HANES, MARTIN D.					
	12/6/2010	881647	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**1,912.38**		
HANIGAN BUSINESS FORMS					
	12/23/2010	881790	945.26		
				BLDG PERMIT FORMS	869.20
				BLDG PERMIT FORMS	76.06
	Vendor Total		**945.26**		
FYTD for HANIGAN BUSINESS FORMS			**4,911.85**		
HANTULI, MISREEN					
	12/20/2010	205560	89.00		
				REFUND-BSKTBALL REGIST	89.00
	Vendor Total		**89.00**		
FYTD for HANTULI, MISREEN			**89.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARDING, JOHN S.					
	12/6/2010	205370	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**1,912.38**		
HARRIS & ASSOCIATES					
	12/20/2010	205644	4,552.50		
				AUDIT SERVICES-SPCL DIST	1,125.00
				AUDIT SERVICES-SPCL DIST	3,427.50
	Vendor Total		**4,552.50**		
FYTD for HARRIS & ASSOCIATES			**31,617.50**		
HARTMANN, RICK					
	12/6/2010	205371	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for HARTMANN, RICK			**16,893.59**		
HATFIELD, CHARLES					
	12/6/2010	881648	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**1,912.38**		
HAUSER, ADRIANA					
	12/20/2010	205562	570.00		
				INSTRUCTION SVCS-15 DAYS	570.00
	Vendor Total		**570.00**		
FYTD for HAUSER, ADRIANA			**2,052.00**		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES					
	12/20/2010	205563	10,870.31		
				CAFR STATISTICS SVCS	95.00
				CAFR STATISTICS SVCS	500.00
				SALES TAX CONSULTING	900.00
				SALES TAX AUDITING SVCS	9,375.31
	Vendor Total		**10,870.31**		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES			**15,090.85**		
HEFFLEY, ROSS W.					
	12/6/2010	881649	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**1,912.38**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HERRICK, ROBERT D.					
	12/6/2010	205372	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**1,912.38**		
HIGGS, DEBRA					
	12/23/2010	205683	72.00		
				INSTRUCTOR SVCS-OIL PAINTING	72.00
	Vendor Total		**72.00**		
FYTD for HIGGS, DEBRA			**360.00**		
HIGHLAND FAIRVIEW					
	12/20/2010	205564	2,371.05		
				REFUND-UNEARNED REV DEPOSIT	2,371.05
	Vendor Total		**2,371.05**		
FYTD for HIGHLAND FAIRVIEW			**2,371.05**		
HILLCREST CONTRACTING, INC					
	12/6/2010	881650	8,469.90		
				KITCHING ST IMPRVMNT PROJ	8,469.90
	Vendor Total		**8,469.90**		
FYTD for HILLCREST CONTRACTING, INC			**2,056,133.22**		
HOGARD, JOHN T.					
	12/6/2010	205373	700.00		
				RETIREE MEDICAL BENEFIT	700.00
	Vendor Total		**700.00**		
FYTD for HOGARD, JOHN T.			**967.00**		
HOPEK, DEBBIE					
	12/20/2010	205565	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for HOPEK, DEBBIE			**75.00**		
HOUSER, EDITH E.					
	12/6/2010	205374	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**1,912.38**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HUMPHREYS, AMBER				
12/13/2010	205469	45.00		
			REFUND-YOGA CLASS REGIST	45.00
Vendor Total		**45.00**		
FYTD for HUMPHREYS, AMBER		**45.00**		
ICMA RETIREMENT CORP 457				
12/3/2010	2761	9,460.25		
			DEF COMP-457 12/3/10	9,460.25
12/17/2010	2769	9,460.25		
			DEF COMP-457 12/17/10	9,460.25
Vendor Total		**18,920.50**		
FYTD for ICMA RETIREMENT CORP 457		**112,819.59**		
ING USA ANNUITY & LIFE INSURANCE CO.				
12/6/2010	205375	475.00		
			NON-EXEMPT ANNUITY	475.00
Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		**2,850.00**		
INLAND CONTRACTORS, INC.				
12/20/2010	881748	400.00		
			REHAB SVCS-24497 DUNLAVY CT	400.00
Vendor Total		**400.00**		
FYTD for INLAND CONTRACTORS, INC.		**17,360.16**		
INLAND EMPIRE MAGAZINE				
12/20/2010	205566	1,095.00		
			ADVERTISING SVCS-CONF & REC CT	1,095.00
Vendor Total		**1,095.00**		
FYTD for INLAND EMPIRE MAGAZINE		**1,890.00**		
INLAND EMPIRE PROPERTY SERVICE, INC				
12/6/2010	881651	1,005.00		
			WEED ABTMNT SVC-CFD #1	1,005.00
12/20/2010	881749	999.00		
			NUISANCE ABTMNT SVC-CODE	999.00
Vendor Total		**2,004.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		**53,136.12**		
INSIDE PLANTS, INC.				
12/13/2010	881715	316.00		
			PLANT MAINT-CONF & REC CTR	316.00
Vendor Total		**316.00**		
FYTD for INSIDE PLANTS, INC.		**1,896.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
12/23/2010	205684	974.37		
			OFFSITE DATA STORAGE-TECH SVCS	974.37
Vendor Total		**974.37**		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		**6,913.47**		
J D H CONTRACTING				
12/13/2010	881716	1,180.00		
			ROOF REPAIR-MFP COMM CTR	1,180.00
12/23/2010	881791	2,841.00		
			CABINETS FOR EOC	2,841.00
Vendor Total		**4,021.00**		
FYTD for J D H CONTRACTING		**133,817.50**		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
12/13/2010	205471	150.00		
			RETAINER FEE	75.00
			RETAINER FEE	75.00
Vendor Total		**150.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		**1,023.65**		
JDEDGE SOFTWARE, LLC				
12/13/2010	881717	1,020.00		
			CONSULTING SVCS	1,020.00
12/23/2010	881792	2,210.00		
			CONSULTING SVCS	2,210.00
Vendor Total		**3,230.00**		
FYTD for JDEDGE SOFTWARE, LLC		**12,187.50**		
JOBS AVAILABLE, INC.				
12/6/2010	205376	262.50		
			EMPLOYMENT ADVERTISING	262.50
12/13/2010	205472	245.00		
			EMPLOYMENT ADVERTISING-HR	245.00
Vendor Total		**507.50**		
FYTD for JOBS AVAILABLE, INC.		**752.50**		
JONATHAN BODNAR				
12/23/2010	205685	100.00		
			12/15/10 FIELD SEARCH TRNG	100.00
Vendor Total		**100.00**		
FYTD for JONATHAN BODNAR		**100.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JONES III, JOSEPH					
	12/23/2010	205686	121.50		
				MILEAGE REIMBURSEMENT	34.00
				MILEAGE REIMBURSEMENT	46.50
				MILEAGE REIMBURSEMENT	41.00
	Vendor Total		**121.50**		
FYTD for JONES III, JOSEPH			**332.50**		
JONES, SUSAN					
	12/6/2010	881652	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for JONES, SUSAN			**1,912.38**		
KAESER & BLAIR, INC.					
	12/13/2010	205473	1,926.51		
				JAR OPENERS-RECYCLING PROMO	1,575.00
				JAR OPENERS-RECYCLING PROMO	160.00
				JAR OPENERS-RECYCLING PROMO	130.00
				JAR OPENERS-RECYCLING PROMO	61.51
	12/20/2010	205567	583.36		
				FRISBEES-RECYCLING PRGM PROMO	400.00
				FRISBEES-RECYCLING PRGM PROMO	50.00
				FRISBEES-RECYCLING PRGM PROMO	15.00
				FRISBEES-RECYCLING PRGM PROMO	45.00
				FRISBEES-RECYCLING PRGM PROMO	50.00
				FRISBEES-RECYCLING PRGM PROMO	23.36
	Vendor Total		**2,509.87**		
FYTD for KAESER & BLAIR, INC.			**4,410.36**		
KATHLEEN A. MULLIGAN					
	12/23/2010	205687	1,425.00		
				MOVING EXPENSES-PERRIS BL PROJ	1,425.00
	Vendor Total		**1,425.00**		
FYTD for KATHLEEN A. MULLIGAN			**1,425.00**		
KEYSER MARSTON ASSOCIATES, INC.					
	12/20/2010	205568	9,626.88		
				CONSULTING SVCS-RDA	3,518.75
				CONSULTING SVCS-RDA	6,108.13
	Vendor Total		**9,626.88**		
FYTD for KEYSER MARSTON ASSOCIATES, INC.			**9,626.88**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KING, PATRICIA A.					
	12/6/2010	205377	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for KING, PATRICIA A.			**1,912.38**		
KOCH, SHERI					
	12/13/2010	205475	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for KOCH, SHERI			**20.00**		
KOLB, CHARLES E.					
	12/6/2010	881653	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**1,912.38**		
KOLLAR, KYLE					
	12/6/2010	881654	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**1,912.38**		
KROGER					
	12/20/2010	205569	515.02		
				REFUND-FALSE ALARM FEE	200.00
				REFUND-FALSE ALARM FEE	57.51
				REFUND-FALSE ALARM FEE	200.00
				REFUND-FALSE ALARM FEE	57.51
	Vendor Total		**515.02**		
FYTD for KROGER			**515.02**		
KRYSTAL PAREDES					
	12/23/2010	205688	1,175.00		
				MOVING EXPENSES-PERRIS BL PROJ	1,175.00
	Vendor Total		**1,175.00**		
FYTD for KRYSTAL PAREDES			**1,175.00**		
KYLE, GARY M.					
	12/6/2010	881655	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**1,912.38**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAFATA, JOSEPHINE					
	12/6/2010	881656	315.59		
				RETIREE MED DEC '10	315.59
	Vendor Total		**315.59**		
FYTD for LAFATA, JOSEPHINE			**1,893.54**		
LANGENDORF, BENJAMIN					
	12/6/2010	881657	26.74		
				RETIREE MED (W/ ADJ)	26.74
	Vendor Total		**26.74**		
FYTD for LANGENDORF, BENJAMIN			**978.76**		
LEE, SUSANNE & JAMES					
	12/20/2010	205570	66.00		
				REFUND-ANML SVC FEES	66.00
	Vendor Total		**66.00**		
FYTD for LEE, SUSANNE & JAMES			**66.00**		
LEISURE ENTERPRISES					
	12/13/2010	205476	5,289.00		
				NEVER AGAIN PROJECT	5,289.00
	Vendor Total		**5,289.00**		
FYTD for LEISURE ENTERPRISES			**9,791.25**		
LEWIS, CAROLYN S.					
	12/6/2010	881658	315.59		
				RETIREE MED DEC '10	315.59
	Vendor Total		**315.59**		
FYTD for LEWIS, CAROLYN S.			**1,893.54**		
LEXISNEXIS					
	12/23/2010	881793	1,480.00		
				ONLINE LEGAL SVCS-CDD	370.00
				ONLINE LEGAL SVCS-CITY ATTRNY	740.00
				ONLINE LEGAL SVCS-CITY CLERK	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**10,360.00**		
LINDO, HERMINA G.					
	12/6/2010	881659	318.73		
				RETIREE MED OCT'10	318.73
	Vendor Total		**318.73**		
FYTD for LINDO, HERMINA G.			**1,912.38**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LIVING WAY CHRISTIAN FELLOWSHIP					
	12/20/2010	205571	750.00		
				REFUND-RENTAL DEPOSIT	750.00
	Vendor Total		**750.00**		
FYTD for LIVING WAY CHRISTIAN FELLOWSHIP			**750.00**		
LOGAN, CHARLES					
	12/6/2010	881660	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**1,912.38**		
LOPEZ, TERI					
	12/23/2010	205690	76.65		
				REFUND-BSKTBALL REGIST	76.65
	Vendor Total		**76.65**		
FYTD for LOPEZ, TERI			**76.65**		
LOPEZ-GUERA, KIMBERLY					
	12/20/2010	205572	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for LOPEZ-GUERA, KIMBERLY			**20.00**		
LOR GEOTECHNICAL GROUP, INC.					
	12/13/2010	881718	308.00		
				SUNNYMD BLVD REVIT PROJ SVCS	308.00
	12/20/2010	881750	1,909.00		
				KITCHING ST IMPRVMNT PROJ	1,375.00
				SUNNYMD BLVD REVIT PROJ SVCS	534.00
	Vendor Total		**2,217.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**43,479.00**		
LUMLEY, ROBERT C.					
	12/6/2010	881661	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**1,912.38**		
M J CLEANING COMPANY					
	12/13/2010	205477	42.57		
				REFUND-BUS LIC OVRPMT	42.57
	Vendor Total		**42.57**		
FYTD for M J CLEANING COMPANY			**42.57**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MALLORY, VIOLA S.					
	12/20/2010	205573	38.00		
				REFUND-CITATION OVERPYMT.	38.00
	Vendor Total		**38.00**		
FYTD for MALLORY, VIOLA S.			**38.00**		
MANRIQUEZ, MOISES					
	12/6/2010	205378	15.20		
				REFUND-FIELD RNTL FEE	15.20
	Vendor Total		**15.20**		
FYTD for MANRIQUEZ, MOISES			**15.20**		
MARCH JOINT POWERS AUTHORITY					
	12/23/2010	205691	5.64		
				GAS CHARGES-MF COMM CTR	4.61
				GAS CHARGES-MF COMM CTR	1.03
	Vendor Total		**5.64**		
FYTD for MARCH JOINT POWERS AUTHORITY			**33.63**		
MARIGOLD FINANCIAL LLC					
	12/6/2010	205379	404.71		
				UTILITIES COLLECTION FEES	404.71
	Vendor Total		**404.71**		
FYTD for MARIGOLD FINANCIAL LLC			**404.71**		
MARINA LANDSCAPE, INC					
	12/23/2010	205692	9,548.72		
				LANDSCAPE MAINT-DSG-2S	218.41
				LANDSCAPE MAINT-DSG-2N	144.07
				LANDSCAPE MAINT-DSG-2N	4,191.33
				LANDSCAPE MAINT-DSG-2S	4,994.91
	Vendor Total		**9,548.72**		
FYTD for MARINA LANDSCAPE, INC			**39,598.56**		
MARTIAL ARTS INTERNATIONAL, USKO					
	12/20/2010	205574	168.00		
				INSTRUCTOR SVCS-KICKBOX 2	112.00
				INSTRUCTOR SVCS-BOXING 1	56.00
	Vendor Total		**168.00**		
FYTD for MARTIAL ARTS INTERNATIONAL, USKO			**280.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MARTIN, MARGIE					
	12/20/2010	205575	95.00		
				REFUND-RABIES & SN DEPOSIT	20.00
				REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for MARTIN, MARGIE			**95.00**		
MARTINEZ, REGGIE					
	12/6/2010	205380	280.00		
				SPORTS OFFICIATING SVCS.	105.00
				SPORTS OFFICIATING SVCS.	70.00
				SPORTS OFFICIATING SVCS.	105.00
	12/23/2010	205693	105.00		
				SPORTS OFFICIATING SVCS	105.00
	Vendor Total		**385.00**		
FYTD for MARTINEZ, REGGIE			**490.00**		
MATHIS, NOLAN					
	12/6/2010	881662	296.00		
				RETIREE MED OCT'10	296.00
	Vendor Total		**296.00**		
FYTD for MATHIS, NOLAN			**1,776.00**		
MAXINOSKI, SUE A.					
	12/6/2010	881663	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**1,912.38**		
MCCARTHY & BERLIN, LLP					
	12/6/2010	881664	968.90		
				LEGAL SERVICES	968.90
	Vendor Total		**968.90**		
FYTD for MCCARTHY & BERLIN, LLP			**2,302.15**		
MCCOLLUM, MARIA					
	12/13/2010	205478	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for MCCOLLUM, MARIA			**50.00**		
McDONALD, CHRIS					
	12/20/2010	205576	418.00		
				INSTRUCTION SVCS-11 DAYS	418.00
	Vendor Total		**418.00**		
FYTD for McDONALD, CHRIS			**912.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEADOW, HEIDI					
	12/6/2010	205381	75.00		
				REFUND-SPCL EVNT DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for MEADOW, HEIDI			**75.00**		
MEEKS, DANIEL					
	12/6/2010	881665	160.00		
				SPORTS OFFICIATING SVCS.	100.00
				SPORTS OFFICIATING SVCS.	60.00
	12/20/2010	881751	120.00		
				SPORTS OFFICIATING SVCS.	60.00
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**280.00**		
FYTD for MEEKS, DANIEL			**880.00**		
MELAD & ASSOCIATES					
	12/6/2010	205382	11,018.71		
				PLAN CHECK SVCS-BLDG & SAFETY	2,670.09
				PLAN CHECK SVCS-BLDG & SAFETY	1,722.06
				PLAN CHECK SVCS-BLDG & SAFETY	952.00
				PLAN CHECK SVCS-BLDG & SAFETY	3,262.53
				PLAN CHECK SVCS-BLDG & SAFETY	2,412.03
	12/23/2010	205694	3,791.02		
				PLAN CHECK SERVICES	3,791.02
	Vendor Total		**14,809.73**		
FYTD for MELAD & ASSOCIATES			**21,938.20**		
MENGISTU, YESHIALEM					
	12/20/2010	205577	84.50		
				MILEAGE REIMBURSEMENT	84.50
	Vendor Total		**84.50**		
FYTD for MENGISTU, YESHIALEM			**476.00**		
MERENDON, GEORGE SR.					
	12/6/2010	205383	100.00		
				REFUND-11/20 MOBILE STAGE DEP.	100.00
	12/13/2010	205479	75.00		
				REFUND-RENTAL DEPOSIT	75.00
	Vendor Total		**175.00**		
FYTD for MERENDON, GEORGE SR.			**175.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MESSIN, LOUIS					
	12/6/2010	881666	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**1,912.38**		
MEYERS, ROBERT					
	12/23/2010	205695	42.00		
				INSTRUCTOR SVCS-DRAWING 2	42.00
	Vendor Total		**42.00**		
FYTD for MEYERS, ROBERT			**1,659.00**		
MILES, ROBERT					
	12/6/2010	881667	194.53		
				RETIREE MED DEC '10	194.53
	Vendor Total		**194.53**		
FYTD for MILES, ROBERT			**1,167.18**		
MINARD, MARK E.					
	12/6/2010	881668	308.17		
				RETIREE MED DEC '10	308.17
	Vendor Total		**308.17**		
FYTD for MINARD, MARK E.			**1,849.02**		
MIRACLE RECREATION EQUIPMENT					
	12/20/2010	881752	1,368.04		
				PLAYGROUND EQUIPMENT	1,368.04
	Vendor Total		**1,368.04**		
FYTD for MIRACLE RECREATION EQUIPMENT			**3,492.06**		
MISTRETTA, ARTHUR					
	12/6/2010	881669	234.00		
				SPORTS OFFICIATING SVCS.	36.00
				SPORTS OFFICIATING SVCS.	82.00
				SPORTS OFFICIATING SVCS.	8.00
				SPORTS OFFICIATING SVCS.	54.00
				SPORTS OFFICIATING SVCS.	54.00
	12/20/2010	881753	54.00		
				SPORTS OFFICIATING SVCS	54.00
	12/23/2010	881794	144.00		
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	90.00
	Vendor Total		**432.00**		
FYTD for MISTRETTA, ARTHUR			**1,314.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MITCHELL, DAVID					
	12/6/2010	205384	91.00		
				REFUND-BASKETBALL FEE	91.00
	Vendor Total		**91.00**		
FYTD for MITCHELL, DAVID			**91.00**		
MOLLICA, MIKE					
	12/6/2010	881670	401.42		
				RETIREE MED DEC '10	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**2,408.52**		
MONTZ, DONALD					
	12/20/2010	205578	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MONTZ, DONALD			**20.00**		
MORA, PATRICIA A.					
	12/6/2010	881671	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**1,912.38**		
MORALES, MONICA					
	12/23/2010	205696	200.00		
				REFUND-12/11 TOWNGATE C/C	200.00
	Vendor Total		**200.00**		
FYTD for MORALES, MONICA			**200.00**		
MORENO VALLEY CAR WASH					
	12/20/2010	205579	30.00		
				REFUND-FALSE ALARM GRANTED	30.00
	Vendor Total		**30.00**		
FYTD for MORENO VALLEY CAR WASH			**30.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CHAMBER OF COMMERCE				
12/6/2010	205385	150.00		
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
			11/17/10 WAKE UP MEETING	15.00
Vendor Total		**150.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		**15,400.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.				
12/3/2010	2760	1,562.00		
			MVCEA DUES 12/3/10	1,562.00
12/17/2010	2768	1,567.50		
			MVCEA DUES 12/17/10	1,567.50
Vendor Total		**3,129.50**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		**20,376.50**		
MORENO VALLEY GATEWAY, LLC				
12/20/2010	881754	17,142.59		
			LEASE-TECH SERVICES	5,475.90
			LEASE-SPECIAL DISTRICTS	9,207.72
			LEASE-FACILITIES	2,458.97
Vendor Total		**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC		**102,855.54**		
MORENO VALLEY HISPANIC CHAMBER OF COMMER				
12/20/2010	205580	1,500.00		
			BUSINESS SERVICES	1,500.00
Vendor Total		**1,500.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		**4,610.00**		
MORENO VALLEY TOW & RADIATOR				
12/20/2010	205581	85.00		
			TOWED DUMP TRUCK	85.00
Vendor Total		**85.00**		
FYTD for MORENO VALLEY TOW & RADIATOR		**2,070.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UNIFIED SCHOOL DISTRICT					
	12/23/2010	205697	20,280.00		
				TRANSPORTATION SVCS-STARS PROG	20,280.00
	12/23/2010	205698	120.00		
				TRANSPORTATION SVCS-STARS PROG	120.00
	Vendor Total		**20,400.00**		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT			**26,074.95**		
MORENO VALLEY UTILITY					
	12/6/2010	205386	99.02		
				ELECTRICITY	99.02
	12/23/2010	205699	91.39		
				ELECTRICITY	91.39
	Vendor Total		**190.41**		
FYTD for MORENO VALLEY UTILITY			**472,828.81**		
MORGAN, LISA A.					
	12/6/2010	881672	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for MORGAN, LISA A.			**1,912.38**		
MR. CLEAN, INC.					
	12/23/2010	205700	538.00		
				GYM & DANCE FLOOR CLEANING	360.00
				CREDIT ON ACCOUNT	-250.00
				PRESSURE WASH CRC	428.00
	Vendor Total		**538.00**		
FYTD for MR. CLEAN, INC.			**2,331.57**		
MS GOVERN					
	12/20/2010	205583	5,847.50		
				BAL.DUE-SOFTWARE FEES	2,997.50
				BAL.DUE-SOFTWARE FEES	600.00
				BAL.DUE-SOFTWARE FEES	2,250.00
	Vendor Total		**5,847.50**		
FYTD for MS GOVERN			**11,695.00**		
MUNOZ, ARIEL					
	12/23/2010	205701	78.00		
				MILEAGE REIMBURSEMENT	29.50
				MILEAGE REIMBURSEMENT	33.50
				MILEAGE REIMBURSEMENT	15.00
	Vendor Total		**78.00**		
FYTD for MUNOZ, ARIEL			**164.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MURPHY, LIONEL					
	12/23/2010	205702	100.00		
				12/15/10 FIELD SEARCH TRNG	100.00
	Vendor Total		**100.00**		
FYTD for MURPHY, LIONEL			**484.00**		
MUSICSTAR					
	12/23/2010	205703	837.00		
				INSTRUCTOR SVCS-PIANO 7	189.00
				INSTRUCTOR SVCS-GUITAR 8	216.00
				INSTRUCTOR SVCS-PIANO 4	108.00
				INSTRUCTOR SVCS-PIANO 7	189.00
				INSTRUCTOR SVCS-GUITAR 5	135.00
	Vendor Total		**837.00**		
FYTD for MUSICSTAR			**5,654.97**		
NATIONWIDE RETIREMENT SOLUTIONS					
	12/3/2010	2758	6,621.05		
				PST DEF COMP FOR FICA 12/3/10	6,621.05
	12/17/2010	2766	11,117.64		
				PST DEF COMP FOR FICA 12/17/10	11,117.64
	12/17/2010	2767	24,530.17		
				DEF COMP-457 & 401(A) 12/17/10	24,530.17
	Vendor Total		**42,268.86**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**409,810.04**		
NATURE'S IMAGE, INC.					
	12/20/2010	205584	9,006.00		
				BASIN CLEAN UP	9,006.00
	Vendor Total		**9,006.00**		
FYTD for NATURE'S IMAGE, INC.			**9,006.00**		
NAVARRETTE, RALPH					
	12/6/2010	881673	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH			**1,912.38**		
NEC USERS GROUP					
	12/23/2010	205704	350.00		
				D.EBARRA MEMBER RENEWAL	350.00
	Vendor Total		**350.00**		
FYTD for NEC USERS GROUP			**350.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NELSON, ROBERT					
	12/6/2010	881674	305.60		
				RETIREE MED DEC '10	305.60
	Vendor Total		**305.60**		
FYTD for NELSON, ROBERT			**1,833.60**		
NELSON, RUTH L.					
	12/6/2010	881675	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**1,912.38**		
NELSON, TIMOTHY IVAN					
	12/20/2010	205585	532.00		
				INSTRUCTION SVCS-14 DAYS	532.00
	Vendor Total		**532.00**		
FYTD for NELSON, TIMOTHY IVAN			**1,216.00**		
NEUSTAEDTER, CRAIG S					
	12/6/2010	205387	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**1,912.38**		
NEW HORIZON MOBILE HOME PARK					
	12/20/2010	881755	6.29		
				REFUND-UTILITY USER TAXES	6.29
	Vendor Total		**6.29**		
FYTD for NEW HORIZON MOBILE HOME PARK			**16.43**		
NEWTON, JEFF					
	12/20/2010	205586	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for NEWTON, JEFF			**50.00**		
NIEBURGER, JUDITH A.					
	12/6/2010	205388	401.42		
				RETIREE MED DEC '10	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**2,408.52**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OCHOA, LIZ					
	12/6/2010	205389	91.00		
				REFUND-BASKETBALL FEE	91.00
	Vendor Total		**91.00**		
FYTD for OCHOA, LIZ			**91.00**		
ORROCK, POPKA, FORTINO & BRISLIN					
	12/6/2010	881676	484.65		
				LEGAL SERVICES	147.65
				LEGAL SERVICES	337.00
	Vendor Total		**484.65**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN			**10,433.53**		
ORTEGA, JAVIER					
	12/13/2010	205481	200.00		
				REFUND-RENTAL DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for ORTEGA, JAVIER			**200.00**		
OVERLAND PACIFIC & CUTLER, INC.					
	12/13/2010	881719	299.00		
				SR-60/NASON ST INTRCHNG PROJ	299.00
	12/20/2010	881757	6,720.00		
				RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
	12/23/2010	881795	7,500.00		
				APPR.SVCS-CACTUS & I-215	7,500.00
	Vendor Total		**14,519.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.			**88,505.25**		
PACIFIC GREEN HORTICULTURAL SVC					
	12/13/2010	205482	1,978.00		
				TURF FERTILIZATION-ZONE E	302.97
				TURF FERTILIZATION-ZONE E	550.15
				TURF FERTILIZATION-ZONE E	112.61
				TURF FERTILIZATION-ZONE E	23.27
				TURF FERTILIZATION-ZONE E	302.97
				TURF FERTILIZATION-ZONE E	550.15
				TURF FERTILIZATION-ZONE E	112.61
				TURF FERTILIZATION-ZONE E	23.27
	Vendor Total		**1,978.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC			**3,570.83**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PACIFIC SAFETY COUNCIL					
	12/13/2010	205483	17.40		
				SAFETY TRAINING VIDEO-RISK MGT	8.70
				SAFETY TRAINING VIDEO-RISK MGT	8.70
	Vendor Total		**17.40**		
FYTD for PACIFIC SAFETY COUNCIL			**195.75**		
PACIFIC TELEMANAGEMENT SERVICES					
	12/20/2010	881758	438.48		
				PAY TELEPHONES	375.84
				PAY TELEPHONES	62.64
	Vendor Total		**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES			**2,630.88**		
PARADES, MARVIN					
	12/20/2010	205587	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for PARADES, MARVIN			**20.00**		
PATTERSON, ALFREY					
	12/6/2010	205390	194.53		
				RETIREE MED DEC '10	194.53
	Vendor Total		**194.53**		
FYTD for PATTERSON, ALFREY			**1,167.18**		
PATTERSON, MICHAEL					
	12/13/2010	205484	60.00		
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**60.00**		
FYTD for PATTERSON, MICHAEL			**360.00**		
PAUL, MICHAEL					
	12/6/2010	205391	594.00		
				SPORTS OFFICIATING SVCS.	66.00
				SPORTS OFFICIATING SVCS.	110.00
				SPORTS OFFICIATING SVCS.	66.00
				SPORTS OFFICIATING SVCS.	110.00
				SPORTS OFFICIATING SVCS.	45.00
				SPORTS OFFICIATING SVCS.	21.00
				SPORTS OFFICIATING SVCS.	110.00
				SPORTS OFFICIATING SVCS.	66.00
	Vendor Total		**594.00**		
FYTD for PAUL, MICHAEL			**1,197.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PEDLEY SQUARE VETERINARY CLINIC					
	12/23/2010	881796	12,038.50		
				VETERINARY SERVICES	6,365.00
				VETERINARY SERVICES	5,673.50
	Vendor Total		**12,038.50**		
FYTD for PEDLEY SQUARE VETERINARY CLINIC			**46,378.50**		
PENA, IRIS					
	12/20/2010	205589	95.30		
				MILEAGE REIMBURSEMENT	95.30
	Vendor Total		**95.30**		
FYTD for PENA, IRIS			**276.35**		
PENALOZA, LUZ					
	12/20/2010	205590	52.00		
				REFUND-CLASS CANCELLED	52.00
	Vendor Total		**52.00**		
FYTD for PENALOZA, LUZ			**52.00**		
PENALOZA, ROSA					
	12/20/2010	205591	89.00		
				REFUND-BSKTBALL LEAGUE CANC.	89.00
	Vendor Total		**89.00**		
FYTD for PENALOZA, ROSA			**89.00**		
PERCEPTIVE ENTERPRISES, INC.					
	12/13/2010	881720	4,440.00		
				DBE OUTREACH-SR60/NASON PROJ	2,500.00
				DBE OUTREACH-SR60/NASON PROJ	1,940.00
	Vendor Total		**4,440.00**		
FYTD for PERCEPTIVE ENTERPRISES, INC.			**4,440.00**		
PEREZ, SYLVIA					
	12/20/2010	205592	280.00		
				REFUND-EVENT DEPOSIT	200.00
				REFUND-PARK SHELTER	80.00
	Vendor Total		**280.00**		
FYTD for PEREZ, SYLVIA			**280.00**		
PERRY, NORMA					
	12/6/2010	205392	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**1,912.38**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS LONG TERM CARE PROGRAM					
	12/6/2010	205393	458.63		
				LONG TERM CARE INSURANCE	458.63
	12/20/2010	205593	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**917.26**		
FYTD for PERS LONG TERM CARE PROGRAM			**6,132.23**		
PETERSON, ANIYAH					
	12/13/2010	205485	14.23		
				REFUND-LOST BOOK FEE	14.23
	Vendor Total		**14.23**		
FYTD for PETERSON, ANIYAH			**14.23**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PETTY CASH - FINANCE					
	12/6/2010	205394	1,982.79		
				PETTY CASH FUND REPLENISHMENT	16.47
				PETTY CASH FUND REPLENISHMENT	16.40
				PETTY CASH FUND REPLENISHMENT	2.00
				PETTY CASH FUND REPLENISHMENT	84.32
				PETTY CASH FUND REPLENISHMENT	20.00
				PETTY CASH FUND REPLENISHMENT	15.45
				PETTY CASH FUND REPLENISHMENT	2.00
				PETTY CASH FUND REPLENISHMENT	3.00
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	2.00
				PETTY CASH FUND REPLENISHMENT	6.00
				PETTY CASH FUND REPLENISHMENT	5.00
				PETTY CASH FUND REPLENISHMENT	2.00
				PETTY CASH FUND REPLENISHMENT	2.00
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	1.50
				PETTY CASH FUND REPLENISHMENT	1.50
				PETTY CASH FUND REPLENISHMENT	3.00
				PETTY CASH FUND REPLENISHMENT	8.00
				PETTY CASH FUND REPLENISHMENT	3.00
				PETTY CASH FUND REPLENISHMENT	2.00
				PETTY CASH FUND REPLENISHMENT	28.10
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	4.00
				PETTY CASH FUND REPLENISHMENT	40.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	51.51
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	18.89
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	21.00
				PETTY CASH FUND REPLENISHMENT	9.00
				PETTY CASH FUND REPLENISHMENT	61.50
				PETTY CASH FUND REPLENISHMENT	10.00
				PETTY CASH FUND REPLENISHMENT	83.00
				PETTY CASH FUND REPLENISHMENT	15.00
				PETTY CASH FUND REPLENISHMENT	1.50
				PETTY CASH FUND REPLENISHMENT	9.50
				PETTY CASH FUND REPLENISHMENT	79.25
				PETTY CASH FUND REPLENISHMENT	20.00
				PETTY CASH FUND REPLENISHMENT	11.00
				PETTY CASH FUND REPLENISHMENT	15.21
				PETTY CASH FUND REPLENISHMENT	31.00
				PETTY CASH FUND REPLENISHMENT	6.00
				PETTY CASH FUND REPLENISHMENT	31.50
				PETTY CASH FUND REPLENISHMENT	10.00

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	3.50
			PETTY CASH FUND REPLENISHMENT	43.00
			PETTY CASH FUND REPLENISHMENT	22.50
			PETTY CASH FUND REPLENISHMENT	38.92
			PETTY CASH FUND REPLENISHMENT	16.65
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	91.00
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	18.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	13.00
			PETTY CASH FUND REPLENISHMENT	12.99
			PETTY CASH FUND REPLENISHMENT	10.99
			PETTY CASH FUND REPLENISHMENT	13.00
			PETTY CASH FUND REPLENISHMENT	22.57
			PETTY CASH FUND REPLENISHMENT	24.00
			PETTY CASH FUND REPLENISHMENT	61.50
			PETTY CASH FUND REPLENISHMENT	36.94
			PETTY CASH FUND REPLENISHMENT	40.00
			PETTY CASH FUND REPLENISHMENT	16.50
			PETTY CASH FUND REPLENISHMENT	8.19
			PETTY CASH FUND REPLENISHMENT	42.00
			PETTY CASH FUND REPLENISHMENT	24.50
			PETTY CASH FUND REPLENISHMENT	16.50
			PETTY CASH FUND REPLENISHMENT	2.47
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	39.00
			PETTY CASH FUND REPLENISHMENT	66.50
			PETTY CASH FUND REPLENISHMENT	35.50
			PETTY CASH FUND REPLENISHMENT	36.48
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	19.80
			PETTY CASH FUND REPLENISHMENT	22.83
			PETTY CASH FUND REPLENISHMENT	5.44
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	17.92
	Vendor Total	**1,982.79**		
FYTD for PETTY CASH - FINANCE		**3,370.40**		

PHOMSOUVNH, KAMI

12/6/2010	205395	31.00		
			REFUND-PARK RNTL FEE	31.00
	Vendor Total	**31.00**		
FYTD for PHOMSOUVNH, KAMI		**31.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PINEDA, MARIA					
	12/6/2010	205396	25.00		
				REFUND-CANCELLED EVENT	25.00
	Vendor Total		**25.00**		
FYTD for PINEDA, MARIA			**25.00**		
POIEMA LANDSCAPE, INC.					
	12/23/2010	881797	7,623.15		
				LANDSCAPE MAINT-E-12	2,131.00
				REPLANTED ZONE E-12	3,780.00
				LANDSCAPE MAINT-ZONE S	1,712.15
	Vendor Total		**7,623.15**		
FYTD for POIEMA LANDSCAPE, INC.			**26,460.60**		
POLLAK, JOSE					
	12/6/2010	205397	300.00		
				REFUND-RNTL DEPOSIT	300.00
	Vendor Total		**300.00**		
FYTD for POLLAK, JOSE			**300.00**		
PONCE, MARCELLA					
	12/20/2010	205594	104.00		
				REFUND-AD-4NI-SN DEP.	19.00
				REFUND-AD-4NI-SN DEP.	10.00
				REFUND-AD-4NI-SN DEP.	75.00
	Vendor Total		**104.00**		
FYTD for PONCE, MARCELLA			**104.00**		
POSTLE, DENISE					
	12/6/2010	205398	71.20		
				REFUND-BASKETBALL FEE	71.20
	Vendor Total		**71.20**		
FYTD for POSTLE, DENISE			**71.20**		
POSTMASTER					
	12/13/2010	205486	185.00		
				RENEWAL FEE	185.00
	Vendor Total		**185.00**		
FYTD for POSTMASTER			**23,794.87**		
POUNDS, NANCY					
	12/23/2010	205705	794.50		
				TUITION REIMBURSEMENT	794.50
	Vendor Total		**794.50**		
FYTD for POUNDS, NANCY			**1,201.50**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PRICE, GEORGE E.					
	12/6/2010	881677	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**1,912.38**		
PROFESSIONAL COMMUNICATIONS NETWORK PCN					
	12/23/2010	205706	702.00		
				ROTATIONAL TOW PRGM SVCS	702.00
	Vendor Total		**702.00**		
FYTD for PROFESSIONAL COMMUNICATIONS NETWORK PCN			**702.00**		
PROTECTION ONE, INC.					
	12/20/2010	205595	40.00		
				MONITORING SVCS-PRO & MVTV	20.00
				MONITORING SVCS-PRO & MVTV	20.00
	Vendor Total		**40.00**		
FYTD for PROTECTION ONE, INC.			**240.00**		
PULLIAM, TRENT D.					
	12/6/2010	881678	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.			**1,912.38**		
PW ENHANCEMENT CENTER					
	12/23/2010	881798	934.00		
				SECURITY DEPOSITS-HPP	934.00
	Vendor Total		**934.00**		
FYTD for PW ENHANCEMENT CENTER			**54,028.32**		
R & S OVERHEAD DOORS, INC.					
	12/13/2010	881721	1,086.00		
				DOOR/GATE MAINT-FS #6	201.00
				DOOR/GATE MAINT-FS #48	141.00
				DOOR/GATE MAINT-FS #58	201.00
				DOOR/GATE MAINT-FS #91	201.00
				DOOR/GATE MAINT-FS #65	141.00
				DOOR/GATE MAINT-FS #2	201.00
	12/20/2010	881759	817.00		
				REPAIRED GATE #5-PSB BLDG	412.00
				REPAIRED FOLDING DOORS	400.00
				REPAIRED FOLDING DOORS	5.00
	Vendor Total		**1,903.00**		
FYTD for R & S OVERHEAD DOORS, INC.			**10,041.50**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RACEWAY FORD					
	12/13/2010	205487	1,173.05		
				ERV REPAIR/LABOR-PD	480.00
				ERV REPAIR/PARTS-PD	637.29
				ERV REPAIR/PARTS-PD	55.76
	Vendor Total		**1,173.05**		
FYTD for RACEWAY FORD			**1,173.05**		
RALLY MANAGEMENT SERVICES, LLC					
	12/6/2010	881679	4,692.33		
				TEMP SVCS-RODRIGUEZ W/E-10/31	754.92
				TEMP SVCS-RODRIGUEZ W/E-11/7	754.92
				TEMP SVCS-RODRIGUEZ W/E-11/14	754.92
				TEMP SVCS-HENDERSON W/E-10/31	719.28
				TEMP SVCS-HENDERSON W/E-11/7	719.28
				TEMP SVCS-HENDERSON W/E-11/14	989.01
	12/13/2010	881722	1,474.20		
				TEMP SVCS-R HENDERSON W/E 11/2	719.28
				TEMP SVCS-J RODRIGUEZ W/E 11/2	754.92
	12/20/2010	881760	1,504.17		
				TEMP SVCS-HENDERSON W/E-11/28	749.25
				TEMP SVCS-RODRIGUEZ W/E-11/28	754.92
	Vendor Total		**7,670.70**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**37,489.73**		
RAMIREZ, JORGE					
	12/20/2010	205596	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for RAMIREZ, JORGE			**20.00**		
RAMOS, DESIREE					
	12/20/2010	205597	91.00		
				REFUND-BSKTBALL LEAGUE	91.00
	Vendor Total		**91.00**		
FYTD for RAMOS, DESIREE			**91.00**		
RAMOS, ROBERTO					
	12/23/2010	205707	135.00		
				INSTRUCTOR SVCS-TAEKWON 3	81.00
				INSTRUCTOR SVCS-TAEKWON 2	54.00
	Vendor Total		**135.00**		
FYTD for RAMOS, ROBERTO			**270.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RAY-RAMIREZ, DARCY L.					
	12/6/2010	205399	637.46		
				RETIREE MED NOV & DEC '10	637.46
	Vendor Total		**637.46**		
FYTD for RAY-RAMIREZ, DARCY L.			**637.46**		
RCGIA					
	12/13/2010	205488	280.00		
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
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				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
				12/8/10 GANG INVESTIG. TRNG	20.00
	Vendor Total		**280.00**		
FYTD for RCGIA			**280.00**		
REDBOX AUTOMATED RETAIL, LLC					
	12/6/2010	205400	61.00		
				REFUND-BUS LIC OVERPYMT	61.00
	Vendor Total		**61.00**		
FYTD for REDBOX AUTOMATED RETAIL, LLC			**187.00**		
RENTERIA, MARIA					
	12/23/2010	205708	69.05		
				REFUND-CLASS CANCELLED	69.05
	Vendor Total		**69.05**		
FYTD for RENTERIA, MARIA			**69.05**		
RESMED CORP.					
	12/13/2010	205489	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for RESMED CORP.			**30.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
REYES, MAYKELIN					
	12/20/2010	205598	91.00		
				REFUND-BSKTBALL LEAGUE CANC.	91.00
	Vendor Total		**91.00**		
FYTD for REYES, MAYKELIN			**91.00**		
RHA LANDSCAPE ARCHITECTS-PLANNERS					
	12/23/2010	205709	167.37		
				SHADOW MTN PARK LIGHTING PROJ	167.37
	Vendor Total		**167.37**		
FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS			**17,083.92**		
RISE INTERPRETING, INC.					
	12/20/2010	881761	2,940.00		
				SIGN LANGUAGE TRANSLATION	2,940.00
	Vendor Total		**2,940.00**		
FYTD for RISE INTERPRETING, INC.			**3,430.00**		
RIV CO FLOOD CONTROL & WATER CONSERVATN					
	12/23/2010	205710	719.38		
				ENCRCHMNT PERMIT CHRGS/DEPOSIT	719.38
	Vendor Total		**719.38**		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN			**16,175.09**		
RIVERSIDE AREA RAPE CRISIS CENTER					
	12/6/2010	205401	527.96		
				CHILD ABUSE PREVENTION PROGRAM	527.96
	Vendor Total		**527.96**		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER			**3,317.01**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	12/2/2010	1012031	14,295.62		
				RETENT PYMT PER ESCROW AGRMNT	14,295.62
	12/2/2010	1012041	5,104.54		
				RETENT PYMT PER ESCROW AGRMNT	5,104.54
	12/2/2010	1012051	1,417.69		
				RETENT PYMT PER ESCROW AGRMNT	1,417.69
	Vendor Total		**20,817.85**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**815,059.30**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY BAR ASSOCIATION				
12/6/2010	205402	120.00		
			MEMBERSHIP DUES	120.00
Vendor Total		**120.00**		
FYTD for RIVERSIDE COUNTY BAR ASSOCIATION		**120.00**		
RIVERSIDE COUNTY CLERK/RECORDER				
12/20/2010	205646	13.00		
			LIEN RELEASE-2010-0057431	13.00
Vendor Total		**13.00**		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		**139.00**		
RIVERSIDE COUNTY DEPARTMENT OF HEALTH				
12/23/2010	205711	525.00		
			MASSAGE TECH EXAMS	525.00
Vendor Total		**525.00**		
FYTD for RIVERSIDE COUNTY DEPARTMENT OF HEALTH		**525.00**		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
12/13/2010	205491	1,769.45		
			RADIO LEASE/MAINT-POLICE	1,769.45
12/20/2010	205599	212.67		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
12/23/2010	205712	1,799.71		
			RADIO/LEASE MAINT-POLICE	1,769.45
			RADIO LEASE/MAINT-TECH SVCS	30.26
Vendor Total		**3,781.83**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**13,231.53**		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
12/13/2010	205492	35.00		
			REG-RADAR LASER OPER TRNG	35.00
Vendor Total		**35.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**5,752.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF COURT SERVICES					
	12/6/2010	205403	631.79		
				GARNISHMENT	152.88
				GARNISHMENT	478.91
	12/20/2010	205600	804.95		
				GARNISHMENTS	141.31
				GARNISHMENTS	184.71
				GARNISHMENTS	478.93
	Vendor Total		**1,436.74**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES			**7,271.35**		
RIVERSIDE COUNTY SHERIFF MV					
	12/23/2010	205713	2,448.68		
				REIMBURSE JANITORIAL SUPPLIES	2,448.68
	Vendor Total		**2,448.68**		
FYTD for RIVERSIDE COUNTY SHERIFF MV			**5,946.06**		
RLZ ENGINEERING					
	12/20/2010	881763	6,944.00		
				TEMP STAFFING SVCS-CAP PROJS	6,944.00
	Vendor Total		**6,944.00**		
FYTD for RLZ ENGINEERING			**35,712.00**		
ROBERT ALLEN CUNNINGHAM & JOANNA SMITH					
	12/23/2010	205714	1,175.00		
				MOVING EXPENSES-PERRIS BL PROJ	1,175.00
	Vendor Total		**1,175.00**		
FYTD for ROBERT ALLEN CUNNINGHAM & JOANNA SMITH			**1,175.00**		
ROBINSON, JOAQUIN DIEGO					
	12/20/2010	205601	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for ROBINSON, JOAQUIN DIEGO			**684.00**		
ROCHA, MARIA					
	12/20/2010	205602	0.00		
				REFUND-RABIES & SN DEPOSIT	20.00
				REFUND-RABIES & SN DEPOSIT	75.00
				VOIDED CK#205602 DATED 1/5/11	-20.00
				VOIDED CK#205602 DATED 1/5/11	-75.00
	Vendor Total		**0.00**		
FYTD for ROCHA, MARIA			**0.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RODRIGUEZ, HECTOR					
	12/6/2010	205404	160.00		
				SPORTS OFFICIATING SVCS.	120.00
				SPORTS OFFICIATING SVCS.	40.00
	12/23/2010	205715	240.00		
				SPORTS OFFICIATING SVCS	120.00
				SPORTS OFFICIATING SVCS	120.00
	Vendor Total		**400.00**		
FYTD for RODRIGUEZ, HECTOR			**520.00**		
ROGERS, EUGENE					
	12/6/2010	881680	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**1,912.38**		
ROGERS, KIANNA					
	12/20/2010	205603	95.00		
				MILEAGE REIMBURSEMENT	95.00
	Vendor Total		**95.00**		
FYTD for ROGERS, KIANNA			**809.50**		
ROMERO, JOAN					
	12/6/2010	205405	25.00		
				REFUND-CANCELLED EVENT	25.00
	Vendor Total		**25.00**		
FYTD for ROMERO, JOAN			**25.00**		
ROSEANN HERNANDEZ AND JOSE HERNANDEZ					
	12/23/2010	205716	1,425.00		
				MOVING EXPENSES-PERRIS BL PROJ	1,425.00
	Vendor Total		**1,425.00**		
FYTD for ROSEANN HERNANDEZ AND JOSE HERNANDEZ			**1,425.00**		
ROSS, DAVID T.					
	12/6/2010	881681	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**1,912.38**		
ROSSON, LOUIS A.					
	12/6/2010	881682	193.36		
				RETIREE MED DEC '10	193.36
	Vendor Total		**193.36**		
FYTD for ROSSON, LOUIS A.			**1,738.56**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROTO-ROOTER PLUMBERS					
	12/6/2010	205435	254.00		
				PLUMBING REPAIRS-PARKS	254.00
	Vendor Total		**254.00**		
FYTD for ROTO-ROOTER PLUMBERS			**528.00**		
RUIZ, ELISABETH					
	12/20/2010	205604	35.00		
				REFUND-ELECTRICAL BOX	35.00
	Vendor Total		**35.00**		
FYTD for RUIZ, ELISABETH			**35.00**		
RUSSO, JOHN					
	12/6/2010	881684	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**1,912.38**		
RYMAX ELECTRIC, INC.					
	12/20/2010	205605	1,503.13		
				REPAIR TREE LIGHTS-E-1	140.00
				REPAIR TREE LIGHTS-E-3	833.45
				REPAIR TREE LIGHTS-E-7	459.68
				REPAIR MONUMENT LIGHTS-ZONE M	70.00
	Vendor Total		**1,503.13**		
FYTD for RYMAX ELECTRIC, INC.			**7,962.62**		
SA ASSOCIATES					
	12/13/2010	881723	10,725.00		
				TEMP STAFFING SVCS-CAP PROJS	10,725.00
	12/23/2010	881800	10,800.00		
				TEMP STAFFING SVCS-CAP PROJS	10,800.00
	Vendor Total		**21,525.00**		
FYTD for SA ASSOCIATES			**67,425.00**		
SALAMAH, ABDEL					
	12/23/2010	205717	742.40		
				REFUND-80% PERMIT FEE	545.20
				REFUND-80% PERMIT FEE	97.60
				REFUND-80% PERMIT FEE	97.60
				REFUND-80% PERMIT FEE	1.80
				REFUND-80% PERMIT FEE	0.20
	Vendor Total		**742.40**		
FYTD for SALAMAH, ABDEL			**742.40**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SALMAN, CLAUDIA					
	12/23/2010	205718	72.00		
				INSTRUCTOR SVCS-ZUMBA 6	72.00
	Vendor Total		**72.00**		
FYTD for SALMAN, CLAUDIA			**72.00**		
SALVATION ARMY					
	12/20/2010	205606	330.00		
				REFUND-11/25 EVENT DEPOSIT	200.00
				REFUND-11/25 EVENT DEPOSIT	130.00
	Vendor Total		**330.00**		
FYTD for SALVATION ARMY			**330.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
12/6/2010	881685	267.61		
			FIRE EXTINGUISHERS-MORRISON	25.00
			FIRE EXTINGUISHERS-BETHUNE	25.00
			FIRE EXTINGUISHERS-SKATE PARK	25.00
			FIRE EXTINGUISHERS-SUNNYMEAD	25.00
			FIRE EXTINGUISHERS-COMMUNITY	25.00
			FIRE EXTINGUISHERS-P.S.B.	142.61
12/20/2010	881764	250.00		
			ANNUAL RECERTIFICATION	250.00
12/23/2010	881801	1,832.38		
			FIRE EXTINGUISHERS-TOWNGATE	40.00
			FIRE EXTINGUISHERS-SENIOR CTR	96.00
			FIRE EXTINGUISHERS-LIBRARY	88.00
			FIRE EXTINGUISHERS-ASES	32.00
			FIRE EXTINGUISHERS-ASES	25.00
			FIRE EXTINGUISHERS-MARCH C/C	72.00
			FIRE EXTINGUISHERS-MARCH C/C	60.00
			FIRE EXTINGUISHERS-HOBBY SHOP	25.00
			FIRE EXTINGUISHERS-RAINBOW	25.00
			FIRE EXTINGUISHERS-RED MAPLE	25.00
			FIRE EXTINGUISHERS-PRO SHOP	44.00
			FIRE EXTINGUISHERS-MVTV-3	44.00
			FIRE EXTINGUISHERS-UTY. FIELD	25.00
			FIRE EXTINGUISHERS-CITY YARD	256.00
			FIRE EXTINGUISHERS-FIRE ST.48	86.38
			FIRE EXTINGUISHERS-FIRE ST.58	72.00
			FIRE EXTINGUISHERS-FIRE ST.6	64.00
			FIRE EXTINGUISHERS-FIRE ST.91	64.00
			FIRE EXTINGUISHERS-FIRE ST.65	40.00
			FIRE EXTINGUISHERS-FIRE ST.2	64.00
			FIRE EXTINGUISHERS-T/S ANNEX	40.00
			FIRE EXTINGUISHERS-S/D ANNEX	64.00
			FIRE EXTINGUISHERS-P.S.B.	120.00
			FIRE EXTINGUISHERS-CITY HALL	176.00
			FIRE EXTINGUISHERS-CONF & REC	128.00
			FIRE EXTINGUISHERS-E.R.C.	32.00
			FIRE EXTINGUISHERS-FAC ANNEX	25.00
Vendor Total		**2,349.99**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		**2,993.32**		
SAN BERNARDINO COUNTY SUPERINTENDENT				
12/6/2010	205406	345.00		
			AFTER SCHOOL TRAINING FOR 3	345.00
Vendor Total		**345.00**		
FYTD for SAN BERNARDINO COUNTY SUPERINTENDENT		**345.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAVORY, DANNY					
	12/23/2010	205719	54.00		
				SPORTS OFFICIATING SVCS	54.00
	Vendor Total		**54.00**		
FYTD for SAVORY, DANNY			**54.00**		
SCHAFER, KATHRYN					
	12/20/2010	205607	75.00		
				REFUND-SPAY NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for SCHAFER, KATHRYN			**75.00**		
SCHOOL SPACE SOLUTIONS INC					
	12/6/2010	205407	7,818.52		
				STORAGE CABINETS-STARS PROG	7,818.52
	Vendor Total		**7,818.52**		
FYTD for SCHOOL SPACE SOLUTIONS INC			**9,773.15**		
SECTRAN SECURITY, INC					
	12/23/2010	205720	927.00		
				TRANSPORT SVCS-PARKS	154.50
				TRANSPORT SVCS-UTILITY	154.50
				TRANSPORT SVCS-FINANCE	154.50
				TRANSPORT SVCS-PARKS	154.50
				TRANSPORT SVCS-UTILITIES	154.50
				TRANSPORT SVCS-FINANCE	154.50
	Vendor Total		**927.00**		
FYTD for SECTRAN SECURITY, INC			**3,244.50**		
SECURITY LOCK & KEY					
	12/13/2010	881724	115.00		
				REPAIR EXIT HARDWARE AT EOC	115.00
	Vendor Total		**115.00**		
FYTD for SECURITY LOCK & KEY			**1,621.85**		
SEVILLANO, LOLITA					
	12/6/2010	205408	47.00		
				REFUND-PARK RNTL FEE	47.00
	Vendor Total		**47.00**		
FYTD for SEVILLANO, LOLITA			**47.00**		
SHAH, JAGDISH					
	12/13/2010	881725	19,440.00		
				TEMP STAFFING SVCS-CAP PROJS	19,440.00
	Vendor Total		**19,440.00**		
FYTD for SHAH, JAGDISH			**111,240.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHARRETT, SHARON K.					
	12/6/2010	205409	193.36		
				RETIREE MED DEC '10	193.36
	Vendor Total		**193.36**		
FYTD for SHARRETT, SHARON K.			**1,160.16**		
SHELDON, STUART H.					
	12/6/2010	205410	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**1,912.38**		
SHELL OIL CO.					
	12/6/2010	205411	49.00		
				FUEL PURCHASE	49.00
	12/20/2010	205608	95.65		
				FUEL PURCHASES	95.65
	12/20/2010	205609	18.34		
				FUEL PURCHASE	18.34
	12/23/2010	205722	1,225.26		
				FUEL PURCHASES	1,225.26
	Vendor Total		**1,388.25**		
FYTD for SHELL OIL CO.			**10,210.48**		
SHUMWAY, TIFFANY					
	12/20/2010	205610	91.00		
				REFUND-CLASS CANCELLED	91.00
	Vendor Total		**91.00**		
FYTD for SHUMWAY, TIFFANY			**91.00**		
SHURTLEFF, JEANNETTE L.					
	12/20/2010	881765	494.00		
				INSTRUCTION SVCS-13 DAYS	494.00
	Vendor Total		**494.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**2,622.00**		
SIERRA, JUAN PABLO					
	12/6/2010	205412	112.00		
				REFUND-GED CLASS	112.00
	Vendor Total		**112.00**		
FYTD for SIERRA, JUAN PABLO			**112.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SINGLETON-DECUIR, JANISHEIA				
12/20/2010	881766	93.50		
			MILEAGE REIMBURSEMENT	93.50
Vendor Total		**93.50**		
FYTD for SINGLETON-DECUIR, JANISHEIA		**159.00**		
SKETCHCOP SOLUTIONS				
12/6/2010	205413	2,118.45		
			FACE DESIGN SYSTEM SOFTWARE	995.00
			FACE DESIGN SYSTEM SOFTWARE	953.00
			FACE DESIGN SYSTEM SOFTWARE	170.45
Vendor Total		**2,118.45**		
FYTD for SKETCHCOP SOLUTIONS		**2,118.45**		
SKY PUBLISHING				
12/6/2010	205414	895.00		
			ADVERTISING COST	895.00
Vendor Total		**895.00**		
FYTD for SKY PUBLISHING		**42,434.00**		
SKY TRAILS MOBILE VILLAGE				
12/20/2010	881767	39.95		
			REFUND-UTILITY USER TAXES	39.95
Vendor Total		**39.95**		
FYTD for SKY TRAILS MOBILE VILLAGE		**168.00**		
SLAGERMAN, SUSAN A.				
12/6/2010	881686	318.73		
			RETIREE MED NOV'10	318.73
Vendor Total		**318.73**		
FYTD for SLAGERMAN, SUSAN A.		**1,912.38**		
SLATTERY, TED				
12/20/2010	205611	75.00		
			REFUND-12/4 EVENT DEPOSIT	75.00
Vendor Total		**75.00**		
FYTD for SLATTERY, TED		**150.00**		
SMITH, KEVIN DEJUANE				
12/13/2010	205493	30.00		
			REFUND-FALSE ALARM FEE	30.00
Vendor Total		**30.00**		
FYTD for SMITH, KEVIN DEJUANE		**30.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SMITH, MARIA A.					
	12/6/2010	881687	315.59		
				RETIREE MED DEC '10	315.59
	Vendor Total		**315.59**		
FYTD for SMITH, MARIA A.			**1,893.54**		
SOBOBA TRIBAL TANF					
	12/13/2010	205494	500.00		
				REFUND-RENTAL DEPOSIT	500.00
	Vendor Total		**500.00**		
FYTD for SOBOBA TRIBAL TANF			**500.00**		
SOCO GROUP, INC					
	12/20/2010	881768	12,284.60		
				FUEL PURCHASE	6,373.94
				FUEL PURCHASE	5,910.66
	Vendor Total		**12,284.60**		
FYTD for SOCO GROUP, INC			**150,851.00**		
SOSA, HUGO					
	12/23/2010	205723	330.00		
				INSTRUCTOR SVCS-KARATEDO 7	210.00
				INSTRUCTOR SVCS-KARATEDO 4	120.00
	Vendor Total		**330.00**		
FYTD for SOSA, HUGO			**570.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	12/6/2010	205415	4,685.03		
				ELECTRICITY	45.82
				ELECTRICITY	768.39
				ELECTRICITY	1,314.99
				ELECTRICITY	122.34
				ELECTRICITY	498.57
				ELECTRICITY	662.47
				ELECTRICITY	140.51
				ELECTRICITY	230.56
				ELECTRICITY	824.84
				ELECTRICITY	50.57
				ELECTRICITY	25.97
	12/13/2010	205495	21,520.18		
				ELECTRICITY	70.92
				ELECTRICITY	22.57
				ELECTRICITY	1,697.91
				ELECTRICITY	62.93
				ELECTRICITY	924.15
				ELECTRICITY	1,037.38
				ELECTRICITY	482.07
				ELECTRICITY	453.85
				ELECTRICITY	1,089.88
				ELECTRICITY	72.71
				ELECTRICITY	1,119.60
				ELECTRICITY	169.80
				ELECTRICITY	97.47
				ELECTRICITY	72.21
				IFA CHARGES-SUBSTATION	14,146.73
	12/23/2010	205724	1,429.45		
				ELECTRICITY	369.48
				ELECTRICITY	47.71
				ELECTRICITY	240.82
				ELECTRICITY	45.14
				ELECTRICITY	441.52
				ELECTRICITY	113.15
				ELECTRICITY	79.95
				ELECTRICITY	40.04
				ELECTRICITY	26.93
				ELECTRICITY	24.71
	Vendor Total		**27,634.66**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,488,805.98**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.					
	12/20/2010	205613	6,735.64		
				GAS CHARGES	944.22
				GAS CHARGES	2,406.87
				GAS CHARGES	104.15
				GAS CHARGES	69.17
				GAS CHARGES	433.13
				GAS CHARGES	250.63
				GAS CHARGES	31.94
				GAS CHARGES	556.91
				GAS CHARGES	195.73
				GAS CHARGES	119.62
				GAS CHARGES	268.72
				GAS CHARGES	311.79
				GAS CHARGES	148.45
				GAS CHARGES	302.22
				GAS CHARGES	42.56
				GAS CHARGES	549.53
	Vendor Total		**6,735.64**		
FYTD for SOUTHERN CALIFORNIA GAS CO.			**26,164.31**		
SPARKLETTS					
	12/6/2010	205416	9.00		
				WATER SERVICE	4.50
				WATER SERVICE	4.50
	12/20/2010	205614	15.07		
				WATER SERVICE	15.07
	12/23/2010	205725	19.17		
				WATER SERVICE	19.17
	Vendor Total		**43.24**		
FYTD for SPARKLETTS			**382.49**		
SPECK, GARY B.					
	12/6/2010	881688	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**1,912.38**		
SPECTRUM CARE					
	12/13/2010	881726	4,502.05		
				LANDSCAPE MAINT-E1	4,502.05
	12/23/2010	881802	12,333.33		
				LANDSCAPE MAINT-ZONE E-1	10,540.00
				LANDSCAPE MAINT-ZONE E-1	1,793.33
	Vendor Total		**16,835.38**		
FYTD for SPECTRUM CARE			**78,502.03**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPENCER, MARTHA					
	12/6/2010	881689	194.53		
				RETIREE MED DEC '10	194.53
	Vendor Total		**194.53**		
FYTD for SPENCER, MARTHA			**1,167.18**		
SPILIOTIS, GEORGE & LOIS					
	12/13/2010	205496	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for SPILIOTIS, GEORGE & LOIS			**50.00**		
SPRINT/NEXTEL					
	12/13/2010	881727	33.11		
				CELL PHONE CHRGS-PD	33.11
	12/23/2010	881803	623.37		
				CELL PH CHRGS-PD/GTF	623.37
	Vendor Total		**656.48**		
FYTD for SPRINT/NEXTEL			**1,946.79**		
STANDARD INSURANCE CO					
	12/6/2010	205418	1,635.48		
				SUPPLEMENTAL INSURANCE	1,635.48
	Vendor Total		**1,635.48**		
FYTD for STANDARD INSURANCE CO			**196,219.12**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC					
	12/23/2010	881804	1,347.90		
				MONITORING SVCS-MF PARK	105.00
				MONITORING SVCS-PARK MAINT	172.92
				MONITORING SVCS-CONF & REC CTR	492.00
				MONITORING SVCS-SPCL DIST	147.00
				MONITORING SVCS-TECH SVCS	105.00
				MONITORING SVCS-ANNEX BLDG	105.00
				MONITORING SVCS-TOWNGATE	220.98
	Vendor Total		**1,347.90**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**15,923.49**		
STANTON, SHERRI					
	12/13/2010	205497	167.65		
				REFUND-BSKTBALL REGIST	100.00
				REFUND-BSKTBALL REGIST	67.65
	Vendor Total		**167.65**		
FYTD for STANTON, SHERRI			**167.65**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE BAR OF CALIFORNIA					
	12/13/2010	205498	410.00		
				MEMBERSHIP DUES-R HANSEN	410.00
	12/13/2010	205499	410.00		
				MEMBERSHIP DUES-S BRYANT	410.00
	12/13/2010	205500	395.00		
				MEMBERSHIP DUES-P EARLY	395.00
	Vendor Total		**1,215.00**		
FYTD for STATE BAR OF CALIFORNIA			**1,215.00**		
STATE BOARD OF EQUALIZATION					
	12/21/2010	113010	1,859.00		
				SALES & USE TAX 11/1-11/30/10	1,859.00
	Vendor Total		**1,859.00**		
FYTD for STATE BOARD OF EQUALIZATION			**13,536.00**		
STATE DISBURSEMENT UNIT					
	12/9/2010	2757	1,859.69		
				CHILD SUPPORT W/H 12/9/10	1,859.69
	12/23/2010	2765	1,832.65		
				CHILD SUPPORT W/H 12/23/10	1,832.65
	Vendor Total		**3,692.34**		
FYTD for STATE DISBURSEMENT UNIT			**14,635.84**		
STATE OF CALIFORNIA DEPT. OF JUSTICE					
	12/13/2010	205501	4,718.00		
				FINGERPRINTING SVCS-TREASURY	32.00
				FINGERPRINTING SVCS-HR	403.00
				FINGERPRINTING SVCS-STARS	32.00
				FINGERPRINTING SVCS-PARKS	352.00
				BLOOD ALCHL ANLYS-PD	980.00
				FINGERPRINTING SVCS-PD	128.00
				FINGERPRINTING SVCS-PD	2,791.00
	12/20/2010	205615	1,088.00		
				FINGERPRINTING SVCS-HR	64.00
				FINGERPRINTING SVCS-STARS	736.00
				FINGERPRINTING SVCS-TREASURY	160.00
				FINGERPRINTING SVCS-PARKS	64.00
				FINGERPRINTING SVCS-PD	64.00
	Vendor Total		**5,806.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE			**34,092.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
12/23/2010	205726	207.42		
			REFUND-MVU	11.48
			REFUND-MVU	112.30
			REFUND-MVU	83.64
	Vendor Total	**207.42**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,625.96**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
12/23/2010	205727	3,537.12		
			TRANSCRIPTION SVCS-PD	3,537.12
	Vendor Total	**3,537.12**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**18,590.56**		
STERICYCLE (BFI)				
12/6/2010	881690	609.64		
			MED WASTE HAULING SVC	609.64
	Vendor Total	**609.64**		
FYTD for STERICYCLE (BFI)		**2,681.98**		
STEVE'S LANDSCAPING & WEED ABATEMENT				
12/20/2010	881769	7,045.50		
			WEED ABATEMENT SVC-FIRE PREV	158.00
			WEED ABATEMENT SVC-FIRE PREV	12.75
			WEED ABATEMENT SVC-FIRE PREV	878.25
			WEED ABATEMENT SVC-FIRE PREV	631.50
			WEED ABATEMENT SVC-FIRE PREV	1,694.00
			WEED ABATEMENT SVC-FIRE PREV	178.00
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	786.00
			WEED ABATEMENT SVC-FIRE PREV	584.00
			WEED ABATEMENT SVC-FIRE PREV	305.00
			WEED ABATEMENT SVC-FIRE PREV	439.00
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	584.00
			WEED ABATEMENT SVC-FIRE PREV	207.00
	Vendor Total	**7,045.50**		
FYTD for STEVE'S LANDSCAPING & WEED ABATEMENT		**61,509.25**		
STEWART, CLIFFORD				
12/6/2010	881691	251.09		
			RETIREE MED DEC '10	251.09
	Vendor Total	**251.09**		
FYTD for STEWART, CLIFFORD		**1,506.54**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STRADLING, YOCCA, CARLSON & RAUTH				
12/20/2010	205616	18,615.33		
			LEGAL SVCS	18,615.33
Vendor Total		**18,615.33**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		**31,423.42**		
STRICKLER II, JOHN W.				
12/6/2010	881692	318.73		
			RETIREE MED DEC '10	318.73
Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.		**1,912.38**		
SUNNYMEAD ACE HARDWARE				
12/6/2010	205419	27.70		
			MISC.SUPPLIES-POLICE	23.36
			MISC.SUPPLIES-PARKS	4.34
12/13/2010	205502	4.33		
			MISC SUPPLIES-PD	4.33
12/23/2010	205728	247.33		
			MISC.SUPPLIES-POLICE	225.62
			MISC.SUPPLIES-POLICE	21.71
Vendor Total		**279.36**		
FYTD for SUNNYMEAD ACE HARDWARE		**1,068.31**		
SUNSET GRAPHICS				
12/20/2010	205617	40.67		
			UNIFORMS-PD	40.67
Vendor Total		**40.67**		
FYTD for SUNSET GRAPHICS		**40.67**		
SWRCB/STATE WATER RESOURCE CONTROL BOARD				
12/13/2010	205503	22,499.00		
			ANNUAL PERMIT FEE-LAND DEV	22,499.00
Vendor Total		**22,499.00**		
FYTD for SWRCB/STATE WATER RESOURCE CONTROL BOARD		**22,499.00**		
TAX COMPLIANCE SERVICES				
12/20/2010	205618	6,250.00		
			UUT COMPLIANCE SERVICES	6,250.00
Vendor Total		**6,250.00**		
FYTD for TAX COMPLIANCE SERVICES		**25,000.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
THERMAL-COOL INC.					
	12/23/2010	205729	150.00		
				EMERGENCY REPAIR-P.S.B.	150.00
	Vendor Total		**150.00**		
FYTD for THERMAL-COOL INC.			**2,307.02**		
THOMSON REUTERS INC					
	12/20/2010	205619	199.09		
				LEGAL PUBLICATION SUBSC	199.09
	Vendor Total		**199.09**		
FYTD for THOMSON REUTERS INC			**2,901.49**		
TOTH, RICHARD					
	12/6/2010	205420	25.00		
				REFUND-CANCELLED EVENT	25.00
	Vendor Total		**25.00**		
FYTD for TOTH, RICHARD			**25.00**		
TRICHE, TARA					
	12/20/2010	205621	1,665.00		
				INSTRUCTOR SVCS-BALLET 3	66.60
				INSTRUCTOR SVCS-BALLET 15	333.00
				INSTRUCTOR SVCS-BALLET 7	155.40
				INSTRUCTOR SVCS-DANCE 15	333.00
				INSTRUCTOR SVCS-DANCE 8	177.60
				INSTRUCTOR SVCS-DANCE 12	266.40
				INSTRUCTOR SVCS-DANCE 6	133.20
				INSTRUCTOR SVCS-HIP HOP 9	199.80
	Vendor Total		**1,665.00**		
FYTD for TRICHE, TARA			**10,545.00**		
TRI-CITY LINEN SUPPLY, INC.					
	12/6/2010	205421	50.00		
				LINEN SVCS	25.00
				LINEN SVCS	25.00
	12/13/2010	205504	25.00		
				LINEN SVCS	25.00
	12/20/2010	205620	85.50		
				LINEN SVCS	37.50
				LINEN SVCS	48.00
	Vendor Total		**160.50**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**905.75**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TROPICAL PLAZA NURSERY, INC.					
	12/13/2010	205505	437.15		
				LANDSCAPE MAINT-E2	437.15
	12/20/2010	205622	15,700.00		
				LNDSCP MAINT-ZONE E-2	15,700.00
	12/23/2010	205730	14,704.50		
				LANDSCAPE MAINT-ZONE E-2	14,704.50
	Vendor Total		**30,841.65**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**114,792.39**		
TRUGREEN LANDCARE					
	12/23/2010	881806	18,088.60		
				LANDSCAPE MAINT-ZONE M	5,324.89
				LANDSCAPE MAINT-ZONE DSG-1/10	6,804.71
				LANDSCAPE MAINT-ZONE E-16	2,485.00
				LANDSCAPE MAINT-ZONE E-16	3,474.00
	Vendor Total		**18,088.60**		
FYTD for TRUGREEN LANDCARE			**170,634.59**		
TUCKER, JOHN					
	12/13/2010	205506	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for TUCKER, JOHN			**75.00**		
TUMBLESON, CYNTHIA					
	12/23/2010	205731	90.00		
				REFUND-FALSE ALARM OVERPYMT	90.00
	Vendor Total		**90.00**		
FYTD for TUMBLESON, CYNTHIA			**90.00**		
TUNTLAND, JAMES					
	12/6/2010	881693	251.09		
				RETIREE MED DEC '10	251.09
	Vendor Total		**251.09**		
FYTD for TUNTLAND, JAMES			**1,506.54**		
TURF STAR, INC.					
	12/20/2010	205623	132.26		
				PARTS FOR GOLF COURSE EQUIPMEN	132.26
	Vendor Total		**132.26**		
FYTD for TURF STAR, INC.			**567.81**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. HEALTHWORKS MEDICAL GROUP				
12/6/2010	205422	590.00		
			PRE-EMPLOYMENT PHYSICALS	330.00
			PRE-EMPLOYMENT PHYSICALS	130.00
			PRE-EMPLOYMENT PHYSICALS	65.00
			PRE-EMPLOYMENT PHYSICALS	65.00
	Vendor Total	**590.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		**6,445.00**		
UNDERGROUND SERVICE ALERT				
12/20/2010	205624	400.50		
			DIGALERT TICKETS SUBSC.SVC	100.12
			DIGALERT TICKETS SUBSC.SVC	100.12
			DIGALERT TICKETS SUBSC.SVC	100.13
			DIGALERT TICKETS SUBSC.SVC	100.13
12/23/2010	205732	351.00		
			DIGALERT TICKETS SUBSC.SVC	87.75
			DIGALERT TICKETS SUBSC.SVC	87.75
			DIGALERT TICKETS SUBSC.SVC	87.75
			DIGALERT TICKETS SUBSC.SVC	87.75
	Vendor Total	**751.50**		
FYTD for UNDERGROUND SERVICE ALERT		**2,696.00**		
UNION BANK OF CALIFORNIA				
12/20/2010	205625	170.00		
			MONTHLY LOC DRAW FEE	170.00
	Vendor Total	**170.00**		
FYTD for UNION BANK OF CALIFORNIA		**57,732.88**		
UNITED PACIFIC SERVICES, INC				
12/23/2010	205733	10,083.50		
			TREE TRIMMING - ZONE E-4	8,981.50
			TREE TRIMMING - ZONE E-4	1,102.00
	Vendor Total	**10,083.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**10,116.56**		
UNITED ROTARY BRUSH CORP				
12/20/2010	881771	1,992.30		
			BROOM KITS-ST SWEEPER	604.88
			BROOM KITS-ST SWEEPER	894.33
			BROOM KITS-ST SWEEPER	493.09
	Vendor Total	**1,992.30**		
FYTD for UNITED ROTARY BRUSH CORP		**18,417.80**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED SITE SERVICES OF CA, INC.				
12/20/2010	881772	174.88		
			PORTABLE TOILET SVC-CITY YARD	97.55
			PORTABLE TOILET SERVICE-GOLF	77.33
12/23/2010	881808	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
Vendor Total		**282.27**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,146.66**		
UNITED STATES TREASURY				
12/6/2010	205423	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
12/20/2010	205626	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
Vendor Total		**100.00**		
FYTD for UNITED STATES TREASURY		**650.00**		
UNITED WAY OF INLAND VALLEYS				
12/6/2010	205424	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
12/20/2010	205627	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
Vendor Total		**1,254.36**		
FYTD for UNITED WAY OF INLAND VALLEYS		**8,233.34**		
URBAN CROSSROADS, INC.				
12/20/2010	205628	2,490.00		
			ON-CALL TRAFFIC ENGINEERING	2,350.00
			ON-CALL TRAFFIC ENGINEERING	140.00
Vendor Total		**2,490.00**		
FYTD for URBAN CROSSROADS, INC.		**11,897.50**		
US IMPRINTS				
12/23/2010	205734	1,890.00		
			ACCRUE SALES TAXES	-165.38
			IMPRINTED TIRE GAUGES	1,840.00
			IMPRINTED TIRE GAUGES	50.00
			ACCRUE SALES TAXES	165.38
Vendor Total		**1,890.00**		
FYTD for US IMPRINTS		**1,890.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
USA MOBILITY/ARCH WIRELESS				
12/23/2010	881809	101.84		
			PAGER EQUIPMENT CHRGS-PD	65.25
			PAGER SVC-PARK RANGERS	2.01
			PAGER SVC-TRANSP. DIV.	4.66
			PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total	**101.84**		
FYTD for USA MOBILITY/ARCH WIRELESS		**471.33**		
VACATE PEST ELIMINATION COMPANY				
12/20/2010	881773	1,205.00		
			PEST CNTRL-UTY.FIELD OFFICE	45.00
			PEST CNTRL-FIRE ST.# 2	45.00
			PEST CNTRL-FIRE ST.# 6	45.00
			PEST CNTRL-FIRE ST.# 48	45.00
			PEST CNTRL-FIRE ST.# 58	45.00
			PEST CNTRL-FIRE ST.# 65	45.00
			PEST CNTRL-FIRE ST.# 91	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-SENIOR CENTER	55.00
			PEST CNTRL-TOWNGATE C/C	45.00
			PEST CNTRL-PUB.SAFETY BLDG.	75.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-SIGNS & SIGNALS	45.00
			PEST CNTRL-PRO SHOP	22.50
			PEST CNTRL-MVTV-3	22.50
			PEST CNTRL-CONF. & REC.	75.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-ANNEX # 1	55.00
			PEST CNTRL-MARCH HOBBY	45.00
			PEST CNTRL-MARCH ASES	45.00
			PEST CNTRL-MARCH C/C	45.00
	Vendor Total	**1,205.00**		
FYTD for VACATE PEST ELIMINATION COMPANY		**9,520.00**		
VALENTI, PAMELA				
12/20/2010	205629	10.00		
			REFUND-LIC 1 SPAY NEUTER	10.00
	Vendor Total	**10.00**		
FYTD for VALENTI, PAMELA		**10.00**		
VALI COOPER & ASSOCIATES, INC.				
12/20/2010	881774	10,300.00		
			PROF CONSULTANT SVCS-CAP PROJS	10,080.00
			PROF CONSULTANT SVCS-CAP PROJS	220.00
	Vendor Total	**10,300.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.		**67,005.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VALLEY CITIES/ GONZALES FENCE INC				
12/23/2010	205735	3,000.00		
			HANDRAILING-GOLF CENTER	3,000.00
Vendor Total		**3,000.00**		
FYTD for VALLEY CITIES/ GONZALES FENCE INC		**9,260.00**		
VAN HEMERT, CARRIE				
12/6/2010	205425	40.00		
			REFUND-RABIES DEPOSIT	20.00
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		**40.00**		
FYTD for VAN HEMERT, CARRIE		**40.00**		
VAS ASSOCIATES, INC.				
12/13/2010	881728	19,320.00		
			PROF CONSULTANT SVCS-CAP PROJS	19,320.00
Vendor Total		**19,320.00**		
FYTD for VAS ASSOCIATES, INC.		**113,040.00**		
VERIZON				
12/20/2010	205630	1,683.14		
			BACKBONE CHARGES	1,683.14
Vendor Total		**1,683.14**		
FYTD for VERIZON		**10,178.47**		
VERIZON CALIFORNIA				
12/20/2010	205631	618.41		
			PHONE CHARGES	618.41
Vendor Total		**618.41**		
FYTD for VERIZON CALIFORNIA		**4,434.93**		
VERTEX, INC.				
12/6/2010	205426	5,622.38		
			PAYROLL TAX Q SERIES	5,622.38
Vendor Total		**5,622.38**		
FYTD for VERTEX, INC.		**5,622.38**		
VETERINARY AFTERCARE SERVICES				
12/23/2010	205736	75.00		
			RETURNED CREMAINS	75.00
Vendor Total		**75.00**		
FYTD for VETERINARY AFTERCARE SERVICES		**75.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VICTOR MEDICAL CO					
	12/23/2010	205737	734.06		
				ANIMAL MEDICAL SUPPLIES	734.06
	Vendor Total		**734.06**		
FYTD for VICTOR MEDICAL CO			**7,516.81**		
VIGIL, ERNEST					
	12/6/2010	881694	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for VIGIL, ERNEST			**1,912.38**		
VILLARROEL, MARINA					
	12/20/2010	205632	91.00		
				REFUND-CLASS CANCELLED	91.00
	Vendor Total		**91.00**		
FYTD for VILLARROEL, MARINA			**91.00**		
VISION SERVICE PLAN					
	12/6/2010	881695	4,298.49		
				EMPLOYEE VISION INSURANCE	4,298.49
	Vendor Total		**4,298.49**		
FYTD for VISION SERVICE PLAN			**25,976.93**		
VISTA PAINT CORPORATION					
	12/20/2010	205633	173.15		
				PAINT & SUPPLIES	173.15
	12/23/2010	205738	62.02		
				PAINT & SUPPLIES	62.02
	Vendor Total		**235.17**		
FYTD for VISTA PAINT CORPORATION			**5,042.39**		
VOYAGER FLEET SYSTEM, INC.					
	12/20/2010	881775	1,709.58		
				FUEL PURCHASE	1,686.16
				FUEL PURCHASE	23.42
	Vendor Total		**1,709.58**		
FYTD for VOYAGER FLEET SYSTEM, INC.			**13,568.25**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VULCAN MATERIALS CO, INC.					
	12/20/2010	205634	1,120.48		
				ASPHALTIC MATERIALS	104.54
				ASPHALTIC MATERIALS	105.23
				ASPHALTIC MATERIALS	140.16
				ASPHALTIC MATERIALS	103.85
				ASPHALTIC MATERIALS	103.85
				ASPHALTIC MATERIALS	105.23
				ASPHALTIC MATERIALS	103.85
				ASPHALTIC MATERIALS	105.91
				ASPHALTIC MATERIALS	72.34
				ASPHALTIC MATERIALS	70.29
				ASPHALTIC MATERIALS	105.23
	Vendor Total		**1,120.48**		
FYTD for VULCAN MATERIALS CO, INC.			**15,017.38**		
WAGGONER JR., GLENN C.					
	12/6/2010	881696	318.73		
				RETIREE MED DEC '10	318.73
	Vendor Total		**318.73**		
FYTD for WAGGONER JR., GLENN C.			**1,912.38**		
WAGNER, GARY D.					
	12/6/2010	881697	315.59		
				RETIREE MED DEC '10	315.59
	Vendor Total		**315.59**		
FYTD for WAGNER, GARY D.			**1,893.54**		
WAGY, CARYLON					
	12/6/2010	205427	318.73		
				RETIREE MED NOV'10	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**1,912.38**		
WALKER, CHARLES E.					
	12/20/2010	205635	404.50		
				REFUND-CITATION DISMISSED	404.50
	Vendor Total		**404.50**		
FYTD for WALKER, CHARLES E.			**404.50**		
WALKER, DONNA JEAN					
	12/20/2010	881776	76.00		
				INSTRUCTION SVCS-2 DAYS	76.00
	Vendor Total		**76.00**		
FYTD for WALKER, DONNA JEAN			**266.00**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WALLACE LABORATORIES					
	12/6/2010	205428	75.00		
				SOIL ANALYSIS SVCS	75.00
	Vendor Total		**75.00**		
FYTD for WALLACE LABORATORIES			**75.00**		
WALLACE, JOHN					
	12/20/2010	205636	91.00		
				REFUND-CLASS CANCELLED	91.00
	Vendor Total		**91.00**		
FYTD for WALLACE, JOHN			**91.00**		
WASSON, KIRK					
	12/20/2010	881777	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for WASSON, KIRK			**494.00**		
WASTE MANAGEMENT OF THE INLAND EMPIRE					
	12/6/2010	205429	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	12/23/2010	205739	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	Vendor Total		**2,489.02**		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE			**7,467.06**		
WEISENBACH RECYCLED PRODUCTS, INC					
	12/20/2010	881778	1,445.80		
				1200 SNAP/POUR SPOUTS	1,320.00
				SET-UP	50.00
				SHIPPING	75.80
				ACCRUE SALES TAXES	122.13
				ACCRUE SALES TAXES	-122.13
	Vendor Total		**1,445.80**		
FYTD for WEISENBACH RECYCLED PRODUCTS, INC			**1,445.80**		
WELLS FARGO CORPORATE TRUST					
	12/1/2010	1012011	1,079.60		
				INT ON 97 CH COP VAR RATE BOND	1,079.60
	Vendor Total		**1,079.60**		
FYTD for WELLS FARGO CORPORATE TRUST			**4,753,950.72**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WEST PUBLISHING CORPORATION				
12/6/2010	205430	535.00		
			SUBSCRIPTION CHARGES	575.00
			SUBSCRIPTION ADJUSTMENT	-40.00
12/23/2010	205740	535.00		
			SUBSCRIPTION CHARGES	535.00
Vendor Total		**1,070.00**		
FYTD for WEST PUBLISHING CORPORATION		**3,175.00**		
WESTERN MUNICIPAL WATER DISTRICT				
12/23/2010	205741	1,157.09		
			WATER CHARGES	633.75
			WATER CHARGES	463.06
			WATER CHARGES	60.28
Vendor Total		**1,157.09**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		**15,431.71**		
WESTERN REALCO, LLC				
12/20/2010	205637	4,191.06		
			REFUND-UNEARNED TRAFFIC STUDY	4,191.06
Vendor Total		**4,191.06**		
FYTD for WESTERN REALCO, LLC		**5,996.77**		
WIELIN, RONALD A.				
12/6/2010	881698	318.73		
			RETIREE MED DEC '10	318.73
Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.		**1,912.38**		
WILLDAN AND ASSOCIATES				
12/13/2010	205507	2,160.00		
			PROF CONSULTANT SVCS	2,160.00
12/23/2010	205742	5,704.31		
			BLDG. & SAFETY PLAN CHECKS	5,704.31
Vendor Total		**7,864.31**		
FYTD for WILLDAN AND ASSOCIATES		**73,727.32**		
WILLDAN FINANCIAL SERVICES				
12/20/2010	205638	1,000.00		
			2009-2010 DISCLOSURE SERVICES	250.00
			2009-2010 DISCLOSURE SERVICES	250.00
			2009-2010 DISCLOSURE SERVICES	250.00
			2009-2010 DISCLOSURE SERVICES	250.00
Vendor Total		**1,000.00**		
FYTD for WILLDAN FINANCIAL SERVICES		**11,996.54**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLIAMS, JANE L.					
	12/6/2010	881699	128.78		
				RETIREE MED NOV'10	128.78
	Vendor Total		**128.78**		
FYTD for WILLIAMS, JANE L.			**967.21**		
WILLIS, ROBERT H					
	12/20/2010	205639	54.00		
				SPORTS OFFICIATING SVCS	54.00
	Vendor Total		**54.00**		
FYTD for WILLIS, ROBERT H			**108.00**		
WINZLER & KELLY CONSULTING ENGINEERS					
	12/23/2010	881810	3,420.00		
				TEMP STAFFING SVCS-UTILITIES	3,420.00
	Vendor Total		**3,420.00**		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS			**40,847.50**		
WIRZ & COMPANY					
	12/20/2010	205640	591.60		
				TOW SERVICE LABELS	591.60
	Vendor Total		**591.60**		
FYTD for WIRZ & COMPANY			**2,081.43**		
WRCRCA					
	12/13/2010	205508	4,268.00		
				INFRASTRUCTURE PROJ CONTRIBUTI	4,268.00
	Vendor Total		**4,268.00**		
FYTD for WRCRCA			**1,238,054.38**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.					
	12/20/2010	881779	23,422.61		
				JANITORIAL SVCS-CITY HALL	4,588.23
				JANITORIAL SVCS-CITY YARD	346.90
				JANITORIAL SVCS-TRANS.TRAILER	98.40
				JANITORIAL SVCS-EMER.OPS	688.36
				JANITORIAL SVCS-EMPL.RES.	532.81
				JANITORIAL SVCS-SPEC.DIST.	735.73
				JANITORIAL SVCS-FACILITIES	124.29
				JANITORIAL SVCS-LIBRARY	1,771.79
				JANITORIAL SVCS-MARCH C/C	955.70
				JANITORIAL SVCS-PRO SHOP	644.70
				JANITORIAL SVCS-MVTV-3	58.05
				JANITORIAL SVCS-PUB.SAFETY	5,564.25
				JANITORIAL SVCS-SENIOR CENTER	1,916.18
				JANITORIAL SVCS-TOWNGATE C/C	691.38
				JANITORIAL SVCS-TECH SVCS.	453.43
				JANITORIAL SVCS-CONF & REC.	3,447.93
				JANITORIAL SVCS-S/MEAD ELEM.	184.10
				JANITORIAL SVCS-RAINBOW RIDGE	310.19
				JANITORIAL SVCS-RED MAPLE	310.19
	12/23/2010	881811	1,583.79		
				JANITORIAL SVCS-STARS BLDG.	298.87
				JANITORIAL SVCS-S/MEAD MIDDLE	152.10
				JANITORIAL SVCS-GANG TASK FORC	112.82
				SPCL JANTRL SVCS-CONF & REC	780.00
				SPCL JANTRL SVCS-TOWNGATE C/C	240.00
	Vendor Total		**25,006.40**		
FYTD for WURM'S JANITORIAL SERVICES, INC.			**159,979.13**		
XEROX					
	12/6/2010	205431	118.54		
				COPIER DOCUCOLOR CARTRIDGES	118.54
	12/20/2010	205641	3,033.69		
				COPIER RNTL/MAINT-PARKS	359.34
				COPIER RNTL/MAINT-PARKS	779.48
				COPIER RNTL/MAINT-PARKS	565.83
				COPIER RNTL/MAINT-GRAPHICS	931.25
				COPIER RNTL/MAINT-GRAPHICS	397.79
	12/23/2010	205743	212.33		
				COPIER RNTL/MAINT-POLICE	70.20
				COPIER RNTL/MAINT-POLICE	77.54
				COPIER RNTL/MAINT-POLICE	64.59
	Vendor Total		**3,364.56**		
FYTD for XEROX			**37,542.03**		

City of Moreno Valley

Check Register

For Period 12/1/2010 through 12/31/2010

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
YANEZ, REGINA					
	12/6/2010	205432	36.00		
				REFUND-CANCELLED CLASS	36.00
	Vendor Total		**36.00**		
FYTD for YANEZ, REGINA			**36.00**		
ZEROUALI, NAIMA					
	12/20/2010	205642	76.65		
				REFUND-CLASS CANCELLED	76.65
	Vendor Total		**76.65**		
FYTD for ZEROUALI, NAIMA			**76.65**		
ZUMAR INDUSTRIES, INC.					
	12/20/2010	881780	874.84		
				TRAFFIC SIGNS	874.84
	Vendor Total		**874.84**		
FYTD for ZUMAR INDUSTRIES, INC.			**7,807.45**		

Subtotal	**1,170,784.55**
GRAND TOTAL	**8,598,598.73**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 22, 2011

TITLE: ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT

RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On March 18, 2010, staff submitted an application to the Southern California Edison (SCE) Local Government Strategic Plan Grant program to provide funding to assist in the preparation and implementation of the City Council requested Energy Efficiency and Climate Action Plan. On July 22, 2010, SCE informed staff that the grant had been approved. Since that time, staff has been working with SCE staff to answer questions posed by State Public Utilities Commission staff and to prepare a Statement of Work (SOW) and Contract for the Grant. On January 14, 2011, SCE forwarded the final Contract and SOW to City staff.

DISCUSSION

The Grant provides $375,477 in funds to complete seven different tasks related to energy efficiency. The funding will fund existing staff resources to complete the

required tasks. All grant activities must be completed by October 15, 2012. At that time, these staff resources would be available to work on the increased level of applications anticipated as the community recovers from the Great Recession.

The specific tasks are as follows:

Task One – Prepare Options for City Council and Supporting Council Objectives

This task requires the development of a menu of potential energy efficiency codes for City Council review. Based on City Council input, specific code amendments would be drafted and presented for adoption. This task would support the implementation of the Energy Efficiency and Climate Action Strategy currently under development by City staff.

Task Two – Staff Training and Continuing Education

This task requires the development and implementation of a training program in energy efficiency codes and enforcement for building inspection staff in the City and adjacent communities.

Task Three – Develop an Energy Efficiency Analysis for a Greenhouse Gas Inventory for a Municipal Climate Action Strategy

This task provides resources for the development of a greenhouse gas analysis as part of the Energy Efficiency and Climate Action Strategy.

Task Four – Develop an Energy Efficiency Action Plan for a Municipal Climate Action Strategy

This task provides resources to support the development of the Energy Efficiency and Climate Action Strategy.

Task Five – Develop a Municipal Energy Plan

This task provides resources to enhance the development of the Energy Efficiency and Climate Action Strategy by including an energy plan focused on potential efforts by the City to increase energy efficiency in its municipal facilities.

Task Six – Develop a Municipal Revolving Fund for Energy Efficiency Projects

This task requires the development of policies and procedures for a revolving fund for future City municipal energy efficiency projects. Potential funding sources include energy rebates and a portion of the future energy cost savings from currently funded energy efficiency projects.

Task Seven – Share Lessons Learned with Other Communities in the SCE Service Territory

This task requires the preparation of a report on best practices adopted by the City and the presentation of 2-3 regional workshops to disseminate the report findings.

ALTERNATIVES

1. Accept the Grant. This alternative is recommended by staff to provide resources for development and implementation of the Energy Efficiency and Climate Action Strategy.
2. Not accept the Grant. This alternative is not recommended since it would reduce resources for the Energy Efficiency and Climate Action Strategy.

FISCAL IMPACT

The Grant will provide $375,477 to fund the development and implementation of the Energy Efficiency and Climate Action Strategy. There will be a positive impact on the General Fund since the Grant will pay for staff currently in the General Fund. The Grant funds will be deposited into a separate account and identified with a separate expenditure business unit for tracking and Grant audit purposes.

CITY COUNCIL GOALS

The Grant supports the City Council goals of 1) Advocacy, by sharing lessons learned with regional governments; 2) Revenue Diversification and Preservation, by providing non-General Fund resources for the development of the Energy Efficiency and Climate Action Strategy; 3) Public Facilities and Capital Projects, by reducing the life cycle energy costs of City facilities; 4) Positive Environment, by providing clear and practical energy efficiency policies for the development community; and 5) Community Image, Neighborhood Pride and Cleanliness, by enhancing the image of the City as a leader in region for energy efficiency policy.

NOTIFICATION

Listing on the City Council Agenda

ATTACHMENTS/EXHIBITS

1. Proposed Resolution
2. Proposed Grant Contract

Prepared By:
John C. Terell AICP
Planning Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094297

RESOLUTION NO. 2011-17

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY TO ACCEPT THE SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT AND AUTHORIZING THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO CREATE THE NECESSARY BUDGETARY APPROPRIATIONS FOR THE GRANT

WHEREAS, the City Council has identified the enhanced energy efficiency in City facilities and the community at large as a priority; and

WHEREAS, has directed staff to prepare and implement an Energy Efficiency and Climate Action Strategy for the City to further this priority; and

WHEREAS, there are limited City General Fund resources to fund energy efficiency planning efforts; and

WHEREAS, approval of a Southern California Edison Local Government Strategic Plan Grant to support energy efficiency planning efforts has occurred;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley:

1. Accepts the Southern California Edison Local Government Strategic Plan Grant to fund energy efficiency planning efforts, and
2. Authorizes the Mayor to execute the Contract on behalf of the City; and
3. Authorizes the Finance and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

APPROVED AND ADOPTED this 22nd day of February, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT 1

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

SOUTHERN CALIFORNIA EDISON

CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT

City of Moreno Valley Strategic Plan Support Activities

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and City of Moreno Valley ("Implementer"), which Contract shall be effective as of _____, 2011 ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties.

WHEREAS, on October 1, 2009 in Decision 09-09-47, the California Public Utilities Commission ("Commission") authorized certain energy efficiency programs, including the Energy Leader Partnership Program for the 2010-12 program cycle

WHEREAS, in Decision 09-09-047, the Commission further authorized SCE to conduct a solicitation for certain energy efficiency strategic planning activities in connection with, and to support, its approved Energy Leader Partnership Programs and local governments generally;

WHEREAS, SCE has selected the Implementer to implement the City of Moreno Valley Strategic Plan Support Activities (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

WHEREAS, the Implementer shall implement the Program for the benefit of certain participating governmental jurisdictions and their constituents;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Contract as a whole, including all exhibits or other attachments to this Contract, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Contract, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

ATTACHMENT 2

1.1. Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.2. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Contract are Calendar Days.

1.3. Contract: This document issued by SCE to Implementer, as may be amended in writing as provided herein, which authorizes the Work, states the terms and conditions, and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between the Parties, with the following priority in the event of conflicting provisions: Amendments, from the most recent to the earliest; the Statement of Work; this Contract; and any other referenced documents.

1.4. Energy Efficiency Measure (or Measure): As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.5. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.6. Implementer Budget: The approved maximum budget for funding the performance by Implementer of the Program, as set forth in the Statement of Work attached hereto as Exhibit A.

1.7. Incentive: As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.8. Jobsite: An SCE facility or designated third party property at or for which the Work is performed.

1.9. Participating Municipality: Those jurisdictions or member cities that: (i) are located in SCE's service territory; and (ii) have been selected by SCE and Implementer to participate in the City of Moreno Valley Strategic Plan Support Activities as set forth in the Statement of Work.

1.10. Program: The City of Moreno Valley Strategic Plan Support Activities program.

1.11. Public Goods Charge (PGC): The funds which make up the Implementer Budget and which are collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.

1.12. Statement of Work (SOW): A statement of the tasks to be performed by the Implementer, commercial terms including the Implementer Budget, reporting requirements and other necessary information, as set forth in Exhibit A and

incorporated herein as part of this Contract, as such SOW may be modified from time to time as provided herein.

1.13. Subcontractor: An entity contracting directly or indirectly with a Party, or any Subcontractor thereof, to furnish services or materials as part of or directly related to such Party's Work obligations.

1.14. Work: The work authorized by SCE for the Program as set forth in this Contract and as more fully described in the SOW attached hereto as Exhibit A.

2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCE under the auspices of the Commission. The purpose of this Contract is to authorize the expenditure of PGC funds to Implementer for services performed pursuant to the terms of this Contract and to set forth the terms and conditions under which the Program will be implemented. The work authorized pursuant to this Contract is not to be performed for profit.

The Program was designed in furtherance of California's Long-Term Energy Efficiency Strategic Plan adopted by the Commission in 2008 ("Strategic Plan"). The Strategic Plan was formulated and developed through a collaborative effort among key stakeholders, including local governments, SCE and other California investor-owned utilities, and the Commission's Energy Division, and provides a strategic menu list of options that local governments can address during the 2010-2012 program cycle. The goal of the strategic plan menu is to present activities centered on energy efficiency and to address the "Big, Bold" strategies found in the Strategic Plan. The strategies are designed to embed and institutionalize energy efficiency in policies, programs, and processes within local governments.

3. AUTHORIZED WORK

3.1. Scope. The Work authorized under this Contract is set forth in the Statement of Work (Exhibit A) and shall be performed pursuant to the terms of this Contract.

3.2. Goals and Objectives. The Program is designed to meet the specific goals, objectives and milestones within the schedule and budget set forth in the Statement of Work (Exhibit A).

4. OBLIGATIONS OF PARTIES

4.1. General Obligations of Implementer.

4.1.1. Implementer will appoint a Program representative ("Implementer Representative") who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of Implementer in carrying out its obligations under this Contract. Such

appointment shall be communicated in writing to SCE's designated Contract Program Manager within ten (10) Business Days following execution of this Contract.

4.1.2. Implementer shall be responsible for achieving the goals and objectives and producing the deliverables as set forth in the Statement of Work.

4.1.3. Implementer shall perform its Work obligations within the Implementer Budget and in conformance with the schedule associated with such Work as set forth in the Statement of Work, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.

4.1.4. Implementer shall be primarily responsible for coordinating the preparation of all Program-related documents, including all required reporting of Implementer pursuant to Section 9, and any such other reporting as may be requested by SCE. Implementer shall obtain the approval of SCE prior to usage of any SCE Program documents or other energy efficiency program documents or materials offered by SCE.

4.1.5. Upon reasonable request, Implementer shall submit to SCE all contracts, agreements or other requested documents with Implementer's Subcontractors performing Work for the Program.

4.2. General Obligations of SCE.

4.2.1. SCE will appoint a Program representative ("SCE Representative" or "Contract Program Manager" ("CPM")) who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of SCE in carrying out SCE's obligations under this Contract.

4.2.2. SCE shall administer the PGC funds authorized by the Commission for the Program in accordance with this Contract.

5. MARKETING

5.1. Marketing Materials. Implementer shall obtain the approval of SCE when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination in any way to the public by Implementer or by a Participating Municipality. In addition, all advertising, marketing or otherwise printed or reproduced material (including website material) used to implement, refer to or is in anyway related to the Program must contain the respective name and logo of SCE and, at a minimum, the following language: *"This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission."*

5.2. Outreach. Implementer shall obtain the approval of SCE prior to implementation by Implementer or a Participating Municipality, of any public outreach activities or campaigns for the Program (exhibits, displays, public presentations, canvassing, etc.), and any marketing materials used in connection with such outreach activity shall comply with all requirements of Section 6 of this Contract.

5.3. Use of SCE Name. Implementer must receive prior review and written approval from SCE for the use of SCE's name or logo on any marketing or other Program materials. Implementer shall allow five (5) Business Days for SCE review and approval. If Implementer has not received a response from SCE within the five (5) Business Day period, then it shall be deemed that SCE has disapproved such use.

5.4. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission's name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

6. CONTROL OF WORK

6.1 Compliance with Work Schedule: Implementer shall perform the Work in compliance with the Work schedule set forth in the Statement of Work. If performance of the Work (including any task, or achievement of any goals or objectives outlined in the Statement of Work) is delayed beyond the schedule for any reason, or if Implementer is aware that such Work will be delayed for any reason, Implementer shall notify the SCE Representative within thirty (30) Business Days in writing. SCE may, in its sole discretion, accept the delay, reduce the Work and Implementer Budget accordingly, or terminate the Contract, within thirty (30) Business Days following receipt of such written notice of delay from Implementer. Failure of Implementer to notify SCE in writing of such delay in the Work schedule within thirty (30) Business Days shall constitute a breach of this Contract and SCE may exercise any of the remedies set forth in this Section or in Section 23.

6.2 Changes to Work:

6.2.1 Changes. SCE may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the SCE Representative. Such changes may be made with a Change Order. The Implementer Budget and Work schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in a Change Order.

6.2.2 SCE Authority To Shift Funds Or Modify: SCE, in its sole discretion, may reallocate funds among the programs in its energy efficiency portfolio, or modify in anyway the program, funding or Work. In the

event that SCE elects to change or modify the funding, program or Work, Implementer shall be notified in writing and if applicable by a Change Order to this Contract. Such Change Order will specify any changes to the Implementer's Scope of Work and may increase, decrease, or terminate overall program funding.

6.3 Stop Work Procedures: SCE may suspend Implementer's Work at any time upon notice to Implementer for convenience or for cause, including, without limitation, program funding, program implementation or management, safety concerns, fraud or complaints. Implementer shall stop performing the Work immediately upon receipt of such notice. Implementer shall resume the Work only upon receiving written notice from SCE that it may do so. .

6.4 Key Personnel: Implementer shall deliver to SCE a list of Implementer's key personnel prior to commencing the Work. Any change to Implementer's key personnel shall be pre-approved by SCE; provided, however, that an unplanned personnel change shall be reported to the SCE Representative immediately. The Implementer shall designate a person that shall coordinate all Work and communicate regularly for the Implementer with the SCE Representative. Implementer shall promptly replace any key personnel if requested by the SCE Representative, provided however, that this provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Implementer of any employee replaced under the terms of this paragraph.

6.5 Subcontractors: Any Work subcontracted by Implementer shall be identified as such in the Contract and any Work subcontracted to an Implementer's affiliated entity shall be similarly specifically identified. For any subcontracted Work, the prior written approval of the SCE Representative shall be required for each Subcontractor, the activities to be performed, and the related charges. Implementer shall at all times be responsible for the Work, and for the acts and omissions of Subcontractors and persons directly or indirectly employed by them. Implementer shall be solely responsible and liable for ensuring that the terms and conditions of all subcontracts are in accordance with this Contract, including but not limited to all invoicing requirements. Any review or approval by SCE of a Subcontractor or a subcontract shall not relieve Implementer of its obligations hereunder.

6.6 Additional Instructions: If Implementer receives any verbal or written instructions for performance of Work from SCE personnel other than the SCE Representative, Implementer shall promptly reconfirm such instructions with the SCE Representative and request that a corresponding Change Order be issued as necessary.

6.7 Emergencies: In an emergency endangering life or property, Implementer shall: a) perform Work or such other services or work as is necessary to meet the emergency; and b) immediately notify SCE.

6.8 Drafts: Draft copies of required reports shall be submitted to the SCE Representative for review for contractual compliance, satisfaction of SCE needs and good professional practices, comments, and approval, prior to the due date of such reports.

6.9 Inspection: SCE authorized representatives shall have the right of access to and inspection of Implementer's facilities and/or locations at reasonable times during regular business hours regarding performance of the Work.

6.10 Uncontrollable Forces: Implementer shall not be liable for delay in the Work Schedule or inability to perform the Work due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, or critical material unavailability; provided that Implementer promptly notifies SCE in writing of the nature, cause, date of commencement, and expected impact of the event and has exercised due diligence in proceeding to meet the Work Schedule. SCE shall extend the Work Schedule for an equitable period due to such causes without any change in the Contract price.

7. FITNESS FOR DUTY/JOBSITE ACCESS REQUIREMENTS

7.1 Fitness for Duty:

7.1.1 Implementer and its Subcontractor personnel on a Jobsite:

(i) Shall report for work in a manner fit to do their job;

(ii) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and

(iii) Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of SCE.

7.1.2 Inspection: Searches by SCE authorized representatives may be made of lockers, storage areas, vehicles, persons or personal effects on SCE owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, SCE property.

7.1.3 Compliance: Implementer shall advise its employees of the requirement of this Section 7.1 ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Implementer shall impose these requirements on its Subcontractors. SCE may cancel the Contract if Implementer violates these Fitness for Duty Requirements.

7.2. JOBSITE ACCESS REQUIREMENTS

7.2.1 Notification of Convictions: During application for Jobsite access, and/or during the Work, Implementer shall immediately notify SCE whenever Implementer becomes aware of evidence that any Implementer's or its Subcontractors' employee, who has, or will have, Jobsite access, has been convicted of a serious criminal offense.

7.2.2 Visitor Badge Requirement: All visitors to a particular Jobsite must comply with that Jobsite's visitor access requirements.

7.3. Sexual Harassment: SCE supports a diverse work force and prohibits unlawful employment discrimination and harassment of every kind, including sexual harassment, in accordance with state and federal laws. Whenever present on SCE property or facilities, Implementer shall require its employees, Subcontractors, agents to comply with all applicable federal and state statutes, acts, regulations, codes and standards prohibiting conduct that might reasonably be construed as violating state or federal equal opportunity laws, including conduct such as making sexually suggestive jokes or remarks, touching, assaulting, making gestures of a sexual or suggestive nature, and impeding or blocking any SCE employee's, subcontractor's or agent's movement.

8. DOUBLE DIPPING PROHIBITED

If, in performing its respective Work obligations, Implementer engages contractors or vendors who provide incentives or services to SCE customers, Implementer shall take all appropriate steps to minimize double-dipping. As applicable:

8.1. Prior to providing incentives or services to any eligible customer, Implementer shall require its Subcontractors to obtain a signed form from such eligible customer stating that:

8.1.1. Such eligible customer has not received incentives or services for the same measure from any other SCE program or from another utility, state, or local program; and

8.1.2. Such eligible customer agrees not to apply for or receive Incentives or services for the same measure from any other SCE program or from another utility, state, or local program.

Each Party shall keep its customer-signed forms for at least five (5) years after the expiration or termination of this Contract.

8.2. No Party shall knowingly provide an incentive to a Participating Municipality, or make payment to a Subcontractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

9. REPORTING/EM&V

9.1. Reporting. The Parties shall implement all reporting requirements set forth in the Statement of Work, including Appendix A and B of the Statement of Work. The reporting requirements set forth in such Appendix B will be amended when issued by the Commission for the 2010-2012 Program cycle, and may be amended from time to time thereafter at the discretion of the Commission. Upon issuance by the Commission of revised reporting requirements for 2010-12 related to the Program, such Commission-approved reporting requirements shall replace the reporting requirements set forth in Appendix B of the Statement of Work in their entirety upon written notice to the Implementer, which notice shall include a copy of the revised Appendix B.

9.2. EM&V. The evaluators will be asked to prepare a Program logic model based upon the written proposal and on interviews with the Implementer. Research issues will be defined in collaboration with SCE program managers and may include questions such as: How well were program activities documented? How effectively was the proposed plan implemented? What could be done to improve the plan's effectiveness? Who are the decision-makers, and what information did they use to make their decisions?

10. PAYMENTS/COMMERCIAL TERMS

10.1. Implementer Budget. The Implementer Budget is set forth in the Statement of Work. Implementer shall not be entitled to compensation in excess of the Implementer Budget without a Change Order issued and signed by SCE.

10.2. Time and Material Basis. All Work will be performed on a time and material basis and subject to the following general provisions:

10.2.1. General Provisions.

a. All charges shall be directly identifiable to, and required for the Work.
b. Any charges for overtime shall require the prior written approval of the SCE Representative. Overtime rates shall be authorized and charged only for non-exempt personnel.
c. Implementer shall complete the Work within the amount authorized by the Contract and in accordance with the Work Schedule. Implementer shall notify SCE's procurement agent responsible for the Contract and the SCE Representative at such time that it becomes reasonably apparent that the forecasted cumulative charges will exceed any amounts authorized by the Contract (whether by task, total amount of Contract, or both). Implementer shall not proceed with or be reimbursed for any Work performed, either beyond the

effective period of the Contract, or exceeding the authorized amounts of the Contract, without a Change Order.

10.2.2 Labor Related Costs Under Time and Material Basis. Implementer shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Contract for time spent directly engaged in performance of the Work by Implementer's employees. Such fixed hourly rates shall be inclusive of all of Implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

10.2.3 Invoices. Implementer shall submit monthly invoices for the costs incurred in the prior month and shall include a cost breakdown for each task identified in the Statement of Work. Each invoice shall include:

10.2.3.1 Status

a. SCE's Contract number.

b. Task Description.

c. Cost incurred to date.

d. Current monthly amount invoiced.

e. Cumulative amount invoiced to date.

f. Current monthly and cumulative amounts authorized, and justification for all variances between amounts authorized and incurred or invoiced.

g. Statement of deliverables for the period.

10.2.3.2 Labor

a. Dates worked.

b. Personnel name, work hours and classification.

c. Personnel Fixed rate.

d. Description of Work performed by task.

e. Completion of Appendix "C" of the Statement of Work.

10.2.3.3 Reimbursable expenses (pre-approved by SCE)

a. Material costs.

b. Subcontract costs.

c. Out-of-Pocket expenses.

d. Travel costs.

10.2.4 Expenses. All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.

10.2.4.1 Material Costs. Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.

10.2.4.2 Subcontract Costs. Subcontracted Work shall be charged at the rates actually paid by Implementer, not to exceed the rates set forth in the Contract for Work by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer invoice that includes Subcontractor costs.

10.2.4.3 Out-of-Pocket expenses. Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in Implementer's overhead costs will not be reimbursed.

10.2.4.4 Travel Costs. Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.

10.2.5 Final Invoice. The final invoice shall be marked "FINAL" and must be received by SCE within sixty (60) calendar days after completion of the Work. SCE shall not be liable for payment of any late invoices that are received by SCE beyond the 60 days.

10.2.6 Invoice Deficiencies. In the event SCE determines that Implementer's (or any of its subcontractors) invoices do not meet the invoicing requirements of the Contract, SCE will notify Implementer of the deficiencies and Implementer shall correct such deficiencies promptly.

10.2.7 Payment by SCE. SCE shall pay each correct invoice, submitted in accordance with the terms of the Contract, within thirty (30) days of SCE's receipt of the correct invoice in SCE's Accounts Payable Division.

10.2.8 Records. Implementer shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. SCE reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by such invoice.

11. COMPLIANCE WITH LAW; PERMITS, STATUTES AND CODES

11.1. The Implementer shall comply with, and shall ensure that the Work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.

11.2. Implementer shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

11.3 <u>Implementer Policy for Web Accessibility.</u>
If an Implementer currently hosts and manages a web site, on behalf of SCE, that contains public, customer-facing pages, content and/or transactions that is not already web accessible and compliant with Web Content Accessibility Guidelines version 2.0, Level AA (WCAG 2.0, Level AA), the Implementer must make updates to the web site pages, content and/or transactions to meet web accessibility compliance, unless Implementer is not required by law to comply.

As such, Implementers who plan to or currently host and maintain web sites that include web pages, content and/or transactions for SCE shall agree to the following terms regarding current and/or planned web sites unless Implementer is not required to do so by law:

11.3.1 All public facing web pages, transactions and content, including multi-media and interactive content and forms targeted for SCE customers, shall be made web accessible and meet the standards defined in WCAG 2.0, Level AA. Multi-media and interactive content within the scope of these terms include, and are not limited to, image files, video files, audio files, Flash movies and applications, Flex applications, Silverlight applications, functionality developed with AJAX and/or any other interactive technology not otherwise specified but utilized to serve up information and/or transactions on the web.

11.3.2 Attachments that are posted on a web page for download must also be made web accessible. Attachments include, and are not limited to, Adobe Acrobat PDF files, Microsoft Office files, or any other type of file intended for a customer to download and review offline. An exception may be allowed only if the content contained within the download is already offered on the web site in a web accessible format, and the downloadable attachment is duplicative to the content or transaction displayed on web pages. Such exceptions must be documented and requested by the Implementer, agreed upon by both Implementer and SCE, and granted by SCE prior to declaring any attachment exempt from web accessibility compliance.

11.3.3 Implementers must include compliance with WCAG 2.0, Level AA guidelines as part of the base system requirements for any work completed for SCE. Implementers are responsible for testing proposed web pages, content and/or transactions, and confirming compliance with WCAG 2.0 Level AA guidelines. Proof of testing may be documented in the form of test plans, test scripts, test results, and/or web accessibility audits (performed by the Implementer itself or an external party). SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4 Upon deployment (i.e. publication for external consumption) of web accessible pages, content and/or transactions, Implementer must, to the best of its abilities, maintain compliance with WCAG 2.0, Level AA for as long as the web pages, content and/or transactions are made publicly available on the third-party hosted web site:

11.3.4.1 If Implementer must edit, enhance, modify, or update web pages, content and/or transactions, Implementer agrees to (re-)test for web accessibility compliance, and document test results to prove that said content continues to maintain web accessibility compliance. SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4.2 On a periodic basis, SCE may perform audits on the third-party hosted site to assess web accessibility compliance. Audits may be completed by manual evaluation or through the use of an automated testing tool. If SCE identifies any content that was previously communicated as being compliant but is subsequently found to be in violation, 1) SCE will identify, in writing, the specific web page, content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.4.3 SCE requires an annual web accessibility audit of SCE's web properties by an independent auditor. Any part or all pages of a third-party hosted web site may be included in the annual audit. If the independent auditor identifies any web page, content or transaction that was previously communicated as being compliant but is subsequently found to

be in violation, 1) Auditor will identify, in writing, the specific web page content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) SCE shall provide Implementer with audit report, 3) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.5 If an existing third-party hosted web site utilizes a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing, the Implementer must work with the software manufacturer to determine whether the software produces web-accessible pages, content and/or transactions.

11.3.5.1 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer shall request the software manufacturer to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE.

11.3.5.2 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer agrees to pursue, in good faith, an alternate product that can provide equivalent functionality and satisfy WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6 If an Implementer plans to utilize a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing for a future web site, the Implementer agrees to pursue, in good faith, a product that can meet the desired business functionality requirements and WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6.1 If the Implementer is unable to locate a product that meets both business functionality requirements and web accessibility compliance requirements, the Implementer must communicate such limitations, in writing, and justify the software selection choice. Implementer shall also request the software manufacturer of desired product to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE. SCE shall reserve final decision-making authority to approve the usage of

such software to deliver desired business functionality.]

12. INDEMNITY/CONSEQUENTIAL DAMAGES

12.1. Implementer Indemnity. Implementer shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of Implementer, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) Implementer's breach of this Contract or of any representation or warranty of Implementer contained in this Contract.

12.2. SCE Indemnity. SCE shall indemnify, defend and hold harmless Implementer, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of SCE, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) SCE's breach of this Contract or of any representation or warranty of Implementer contained in this Contract.

12.3. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE WORK OR TERMINATION OF THIS CONTRACT.

13. DEVELOPMENTS/PROPRIETARY RIGHTS

13.1. Ownership. The Parties acknowledge and agree that SCE, on behalf of its customers, shall own all deliverables, data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced in the performance of this Contract, whether proprietary or non-proprietary; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although Implementer shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this

Contract, it will have a permanent, royalty free, non-exclusive license to use such Developments.

13.2. Risk of Loss. Implementer shall have risk of loss of or damage to the undelivered Developments until completion of the Work.

13.3. Infringement.

13.3.1. Implementer represents and warrants that the Work performed by Implementer and/or its Subcontractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.

13.3.2. Implementer shall defend, indemnify and hold harmless, SCE, its officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim, demand, or charge that use of the Work or Developments infringe upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights.

14. INSURANCE

14.1. Implementer will maintain, and shall require its Subcontractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Contract, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

14.1.1. Workers' Compensation: statutory minimum.
14.1.2. Employer's Liability coverage: $1 million minimum.
14.1.3. Commercial General Liability: $2 million minimum per occurrence/$4 million minimum aggregate.

Such insurances shall acknowledge SCE, its officers, agents and employees as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against SCE its officers, agents, employees and other contractors or Subcontractors.

14.1.4. Commercial or Business Auto: $1 million minimum.

Such insurance shall acknowledge SCE, its officers, agents and employees as additional insureds and be primary for all purposes.

14.1.5. Professional Liability (if applicable): $1 million minimum.

14.2. Evidence of Insurance. Upon request at any time during the term of this Contract, Implementer shall provide evidence that its insurance policies and the insurance policies of any Subcontractor, as provided in this Section are in full force and effect, and provide the coverage and limits of insurance that Implementer has represented and warranted herein to maintain at all times during the term of this Contract.

14.3. Self-Insurance. If Implementer is self-insured, it shall upon request forward documentation to SCE that demonstrates to SCE's satisfaction that Implementer self-insures as a matter of normal business practice before commencing the Work. SCE will accept reasonable proof of self-insurance comparable to the above requirements.

14.4. Notice of Claims. Implementer shall immediately report to SCE, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Implementer or its Subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim.

14.5 Insurance Indemnification. If Implementer fails to comply with any of the provisions of this Section, "INSURANCE", or any insurance requirements in the Contract, Implementer shall, at its own cost, defend, indemnify, and hold harmless SCE, its affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the Work by Implementer or any Subcontractor, or their officers, directors, employees or agents to the extent that SCE would have been protected had Implementer complied with all of the provisions of this Section.

15. CUSTOMER CONFIDENTIALITY REQUIREMENTS

15.1. Non-Disclosure. Implementer, its employees, agents and Subcontractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena. Notwithstanding any other provisions in the Contract, Implementer's nondisclosure obligations with respect to SCE Confidential Customer Information shall survive any expiration or termination of the Contract in perpetuity.

15.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If Implementer is uncertain whether any information should be considered Confidential Customer Information, Implementer shall contact SCE prior to disclosing the customer information.

15.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCE may require Implementer to enter into a nondisclosure agreement.

15.4. Commission Proceedings. This provision does not prohibit Implementer from disclosing non-confidential information concerning the Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

15.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to Implementer by SCE, and any and all documents and materials containing such Confidential Customer Information or produced by Implementer based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Contract shall be returned upon written request by SCE.

15.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 15 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 15 by Implementer, SCE shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

16. SECURITY INCIDENT PROVISIONS

16.1. SCE Personal Information.

16.1.1. Definition. SCE Personal Information is defined as any information in the possession or under the control of SCE or any of its affiliates, or that is furnished or made available by SCE or any of its affiliates to Implementer, that identifies, relates to, describes, or is capable of being associated with, any particular individual (whether SCE employee, customer, or otherwise), including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, medical information or health insurance information, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

16.2. Nondisclosure of SCE Personal Information. Implementer, its employees, agents and Subcontractors shall not disclose any SCE Personal Information (defined above) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives

SCE advance written notice of such order or subpoena.

16.2.1. Notwithstanding any other provision in the Contract or Contract, Implementer's nondisclosure obligations with respect to SCE Personal Information shall survive any expiration or termination of the Contract in perpetuity. Upon the expiration or termination of the Contract, or at any time upon request of SCE, all SCE Personal Information in any medium, including all copies or parts thereof, shall be returned to SCE or destroyed, except that Implementer may retain one copy of any materials prepared by Implementer containing or reflecting SCE Personal Information if necessary for compliance with its internal record-keeping or quality assurance requirements only. If destroyed, such destruction shall be certified in writing by Implementer.

16.3. Security Incidents. This section shall apply only to the extent Implementer is in possession or control of SCE Personal Information or SCE Confidential Customer Information.

16.2.1 Security Incident Response Plan. Implementer shall develop, implement and maintain a written plan and process for preventing, detecting, identifying, reporting, tracking and remediating Security Incidents ("Security Incident Response Plan" or "SIRP"). A Security Incident shall mean an event or set of circumstances that results in a reasonable expectation of a compromise of the security, confidentiality or integrity of SCE data or information under the Implementer's control. Examples of Security Incidents include are but not limited to:

(i) Security breaches to Implementer's network perimeter or to internal applications resulting in potential compromise of SCE data or information.
(ii) Loss of physical devices or media, e.g., laptops, portable media, paper files, etc., containing SCE data.
(iii) Lapses in, or degradation of, Implementer's security controls, methods, processes or procedures.
(iv) The unauthorized disclosure of SCE data or information.
(v) Any and all incidents adversely affecting SCE's or its affiliates', as the case may be, information assets.

16.2.2 SIRP General Requirements. Implementer's SIRP will include Security Incident handling and response procedures, specific contacts in an event of a Security Incident, the contacts' roles and responsibilities, and their plans to notify SCE or its affiliates, as the case may be, concerning the Security Incident. The SIRP must be based on and meet all requirements of the following:

16.2.2.1 U.S. federal and applicable state laws, statutes and regulations concerning the custody, care and integrity of data

and information. In particular and without limitation, Implementer shall ensure that its SIRP and its business practices in performing work on behalf of SCE comply with California's Information Practices Act of 1977, California Civil Code §§ 1798.80 *et seq.*, which addresses among other things the provision of notice to SCE or its affiliates, as the case may be, of any breach of the security of SCE Personal Information if it is reasonably believed to have been acquired by an unauthorized person.

16.2.2.2 SCE information management and information security policies and procedures as made available to Implementer from time to time ("SCE Policies and Procedures"), including without limitation ITS-445 "Standards for Information Security Response – Third Parties."

16.2.3 Implementer Response to Security Incident. The following will apply in the event of a Security Incident:

16.2.3.1 Implementer will submit a Security Incident Report (SIR) to SCE's or its affiliates', as the case may be, IT Help Desk or IT Operations Center ("ITOC") in accordance with SCE Policies and Procedures including ITS-445, and applicable law. The SIR shall be given promptly upon discovery of an SI and in any event not more than four (4) hours after discovery of a suspected SI, or sooner if required by law, statute or regulation. If additional time is required under the circumstances of the SI to ascertain the nature or extent of the SI, to stabilize the Computing System or to ensure the integrity of SCE's or its affiliates', as the case may be, data and information, then Implementer shall promptly notify SCE or its affiliates, as the case may be, in writing of the existence of an SI initially, and keep SCE or its affiliates, as the case may be, informed of developments and new information.

16.2.3.2 At SCE's or its affiliates', as the case may be, request, Implementer will meet with SCE or its affiliates, as the case may be, to discuss the cause of the Security Incident, Implementer's response, lessons learned and potential improvements to Implementer's system security processes and procedures.

16.2.4 Compromise of SCE Personal Information.

16.2.4.1 Additional SIRP Requirements for Personal Information. With respect to any SCE Personal Information in the possession or under the control of Implementer, to protect

SCE Personal Information from unauthorized access, destruction, use, modification or disclosure, Implementer shall:

(a) Develop, implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of the Implementer's business and the nature and scope of Implementer's activities to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

16.2.4.2 Notice Requirements for Personal Information. In the event of a Security Incident where SCE Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Implementer shall immediately provide the SIR required by Section 16.2.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

16.2.5 SIRP Review. At SCE's or its affiliates', as the case may be, request, Implementer shall review the SIRP at least annually with SCE's or its affiliates', as the case may be, designated representatives to identify updates, changes or potential improvements; and a process to document these changes within ninety (90) days of any such changes.

16.2.6 Document Retention. Implementer shall maintain all documentation relating to Security Incidents, whether in written or electronic form, including without limitation, their identification, processing and resolution, for two (2) years after final resolution of the Security Incident, including the final resolution of all claims arising out of the Security Incident.

16.2.7 Indemnification for Security Incidents. Implementer shall, at its own cost, defend, indemnify and hold harmless SCE, its affiliates, officers, agents, employees, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expense, fines or penalties, or any of them, resulting from any Security Incident. Any limitation of liability that may be in the Contract or Contract shall not apply to this Section 16.2.7.

16.3 Implementer shall ensure that its employees, agents and contractors that perform services for Provider in connection with the Contract are informed of and comply with these Security Incident provisions.

17. CONFLICT OF INTEREST

Implementer affirms that, to the best of its knowledge, there is no actual or potential conflict of interest between Implementer, its employees or their families, Subcontractors, or business interests, and SCE. Implementer shall not hire any SCE employee or employee's spouse to perform any part of the Work. Implementer further affirms that it has set forth in its proposal for the Work: (i) all situations in which Implementer or an affiliated entity of Implementer has been or currently is an SCE Implementer, contractor, or employee; (ii) all situations in which Implementer or an affiliated entity of Implementer has been or currently is in a joint venture arrangement or licensing relationship with SCE (other than an Energy Leader Partnership); and (iii) any affiliated entity to which Implementer intends to subcontract any part of the Work. Implementer shall update such affirmations to SCE during performance of the Work within thirty (30) days following any change thereto.

18. TIME IS OF THE ESSENCE

Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including but not limited to those set forth in Exhibit A of this Contract, may constitute a material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by October 15, 2012.

19. IMPLEMENTER DISPUTES

Any unresolved disputes between Implementer and SCE shall be referred to an SCE management representative and an officer of Implementer for resolution. Pending resolution, Implementer shall continue to perform the Work as directed by the SCE Representative, and SCE shall continue to make payments for the undisputed items.

20. RIGHT TO AUDIT

SCE and the Commission shall have the right to audit Implementer at any time during the term of this Contract and for five (5) years thereafter. An audit may include, but is not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program implementation documents, field audits of Implementer employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

SCE may, in its sole discretion and at anytime, request information or data relating to the program, Work or this Contract, and Implementer shall provide such information in

the format and within the time requested by SCE. Nothing in this provision shall limit the type, format or frequency of such requests by SCE.

21. MODIFICATIONS

Except as otherwise provided in this Contract, changes to this Contract shall be only be valid through a written amendment/Change Order to this Contract signed by both Parties.

22. TERM

This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at midnight November 31, 2012; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

23. TERMINATION OR CANCELLATION

23.1. CPUC Authority To Modify: The Work and program under which the Work is authorized herein shall at all times be subject to the discretion of the California Public Utilities Commission (CPUC), including, but not limited to, review and modifications, excusing performance hereunder, or termination as the CPUC may direct from time to time in the reasonable exercise of its jurisdiction.

23.2. Termination for Convenience: Notwithstanding any other provisions of the Contract, SCE shall have the unilateral right to terminate the Work, or any portion thereof, or the Contract by the issuance of a Change Order, which shall not require Implementer's acceptance.

Subject to the provisions of Section 23.3 and 23.4 hereof, SCE shall pay Implementer the termination charges set forth in the Contract pro-rated to the effective date of termination. If termination charges are not set forth in the Contract, SCE shall complete the payments for all Work accepted by SCE. SCE, at its option, may take possession of any Material paid for by SCE. The provisions of this Section 23.2 shall be Implementer's sole remedy resulting from such termination.

23.3. Cancellation for Default. In the event of: (i) the breach of or failure of Implementer to perform any of its material obligations under the Contract including, but not limited to, failure to complete the Work on time or failure to make satisfactory progress or persistent failure to pay labor and material claims; (ii) the failure of Implementer to give SCE adequate assurance of performance within ten working days after written demand by SCE therefore when reasonable grounds for insecurity arise; or (iii) the insolvency, bankruptcy or receivership of Implementer, then SCE may (a) withhold payment of any further monies which may be due Implementer until such condition is cured, and/or (b) declare Implementer to be in default of the Contract and notify Implementer in writing of such declaration and shall be entitled to cancel the Contract in whole or in part effective immediately upon written notice thereof. Any cancellation pursuant to this Section 23.3 shall not be deemed a "termination" for the purposes of Section 23.2 hereof.

In the event of such cancellation, Implementer shall immediately stop Work and surrender to SCE's possession, complete and incomplete Documentation and other Information, Material, control and use of the Jobsite and all Implementer and SCE-owned equipment, facilities, and all other items which SCE may deem necessary or appropriate until the Work is completed. Implementer shall assign to SCE the outstanding subcontracts and Contracts as requested by the SCE Representative for such completion. SCE shall have the right to provide, or contract for, all additional labor, Material, and any other items which it may deem necessary to complete the Work.

If the total of all expenses incurred by SCE to complete the Work is greater than the sum which would have been payable under the Contract if Implementer had completed the Work, the difference shall constitute a claim against Implementer. Such claim shall be due and payable within ten working days after presentation of the claim. Additionally, SCE shall have the right to pursue other remedies afforded by law.

23.4 Delivery of Materials: Without limiting the effect of the provisions of Sections 15 and 23.3 hereof, upon receipt of notice of termination or cancellation under this Section 23, Implementer shall immediately deliver to SCE all complete and incomplete Documentation, and all Material. If, at the time of termination or cancellation further sums are due Implementer, Implementer shall not be entitled to the sums until all Documentation and all Material required to be delivered to SCE are delivered.

23.5 Cessation of Work: Upon receipt of notice of termination or cancellation for any reason, Implementer shall promptly cease all Work except for additional Work that SCE may, in its discretion, request Implementer to perform. Additional Work shall be performed in compliance with the terms of the Contract.

24. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Contract, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Implementer:
City of Moreno Valley
John C. Terell, Planning Official
PO Box 88005
14177 Frederick Street
Moreno Valley, CA 92552

SCE:
Southern California Edison
Scot Mann
6042A N. Irwindale Ave,
Irwindale, CA 91702
626-815-5686

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

25. INDEPENDENT CONTRACTOR

Implementer is and will perform the work as an independent contractor for SCE. Nothing in this Contract shall be construed so as to render Implementer an employee, agent, representative, joint venturer or partner of SCE for purposes of carrying out this Contract. Implementer shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, SCE without first receiving express written authorization from SCE. SCE and Implementer shall each maintain sole and exclusive control over its respective personnel and operations.

26. BENEFIT TO SCE CUSTOMERS

Ratepayer funded programs must directly benefit customers in the service territory from which the funds are collected. The energy efficiency program implemented pursuant to this Purchase Order is funded in whole or in part by funds collected from SCE's customers for public purpose programs, and therefore must directly benefit SCE's customers. PGC Funds are defined as those certain funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purpose programs, including energy efficiency programs approved by the CPUC.

27. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

The "Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS", dated January 10, 2010, is hereby incorporated by reference into this Contract. Implementer shall immediately notify the SCE Representative if Implementer is unable to meet ANY of the requirements set forth therein. SCE may cancel this Contract if Implementer fails to meet the requirements set forth in this Handbook. Such cancellation shall not be deemed a termination under the termination provisions of this Contract.

28. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of

Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Work obligations.

29. NON-DISCRIMINATION CLAUSE

None of the provisions of this Contract shall be considered waived by either Party unless such waiver is specifically stated in writing.

30. ASSIGNMENT

No Party shall assign this Contract or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require Implementer's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

31. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Contract and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Contract.

32. GOVERNING LAW; VENUE

This Contract shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

33. SECTION HEADINGS

Section headings appearing in this Contract are for convenience only and shall not be construed as interpretations of text.

34. SURVIVAL

Notwithstanding completion or termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract which by their nature survive such completion or termination.

35. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Contract or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

36. PRIOR WORK.

In the event that Implementer performs any Work authorized by SCE but prior to the execution of this Contract, then such prior Work shall be considered performed subject to the provisions of this Contract.

37. ENTIRE AGREEMENT

This Contract (including all of the Exhibits and attachments hereto which are incorporated into this Contract by reference) contains the entire agreement and understanding between the Parties with respect to the Program and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Contract.

38. COUNTERPARTS.

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

[SIGNATURE PAGE FOLLOWS]:

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives.

IMPLEMENTER:

CITY OF MORENO VALLEY

_____

By: Richard Stewart
Title: Mayor

SCE:

SOUTHERN CALIFORNIA EDISON

_____

By: Lynda Ziegler
Title: Senior Vice President,
Customer Service

EXHIBIT A

STATEMENT OF WORK (with Appendices A-C)

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MV00094329

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: February 22, 2011

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED DECEMBER 31, 2010

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

BACKGROUND

In response to the Orange County bankruptcy and investment problems, and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646 respectively. The City's Investment Policy, adopted December 17, 1996 (and revised most recently on March 23, 2010), is in full compliance with the requirements of both of the above-mentioned Code Sections in addressing the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the quarterly reporting requirements.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2010. This is the second quarterly report submitted for the 2010-11 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full

compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has now transitioned the management of its general investment portfolio to Chandler Asset Management. As a result, the City's investment approach has changed from *passive* to *active*, as discussed in past meetings with the Finance Sub-Committee and the City Council. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.15 years.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

None

CITY COUNCIL GOALS

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

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2010. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section

53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

Attachment 1 - Treasurer's Cash and Investments Report – December 2010
Attachment 2 – Chandler Asset Management Bond Market Review – January 2011

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
City Treasurer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094333

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

December 2010

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Duration	Average Yield to Maturity
Bank Accounts	1,570,076	1,570,076	1,570,076			
State of California LAIF Pool	29,063,250	29,063,250	29,063,250			
Investments	175,175,356	175,345,926	169,692,948	2.15	1.88	1.63%
Total General Portfolio	**205,808,682**	**205,979,252**	**200,326,274**	Years	Years	

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	14,518,366
Principal & Interest Accounts	598,716
Debt Service Reserve Funds	6,786,484
Custody Accounts	0
Arbitrage Rebate Accounts	14,482
Other Accounts	388,949
Total Bond Proceeds	**22,306,997**

Deferred Compensation Funds	Market Value as of Sept 30, 2010
Nationwide	8,057,665
ICMA	3,840,474
Total Deferred Compensation Funds	**11,898,139**
Total Investment Portfolio	**240,184,388**

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment custodian.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

Richard Teichert
City Treasurer

Attachment 1

City of Moreno Valley
Treasurer's Cash and Investments Report

Portfolio Summary

As of 12/31/2010

PORTFOLIO CHARACTERISTICS

Average Duration	1.88
Average Coupon	2.53 %
Average Purchase YTM	1.63 %
Average Market YTM	1.02 %
Average S&P Rating	AAA
Average Final Maturity	2.15 yrs
Average Life	1.98 yrs

ACCOUNT SUMMARY

	Beg. Values as of 11/30/10	End Values as of 12/31/10
Market Value	206,379,229	205,979,252
Accrued Interest	1,227,837	1,180,713
Total Market Value	**207,607,066**	**207,159,965**
Income Earned	294,628	276,487
Cont/WD		
Par	199,054,445	200,326,274
Book Value	203,772,781	204,660,360
Cost Value	204,845,174	205,808,682

TOP ISSUERS

Issuer	% Portfolio
Government of United States	14.1 %
Local Agency Investment Fund	14.0 %
Federal Farm Credit Bank	11.2 %
Federal National Mortgage Assoc	10.5 %
Federal Home Loan Mortgage Corp	10.2 %
Federal Home Loan Bank	7.4 %
Tennessee Valley Authority	4.0 %
US Bank Corp FDIC Insured	2.5 %
	74.0 %

SECTOR ALLOCATION

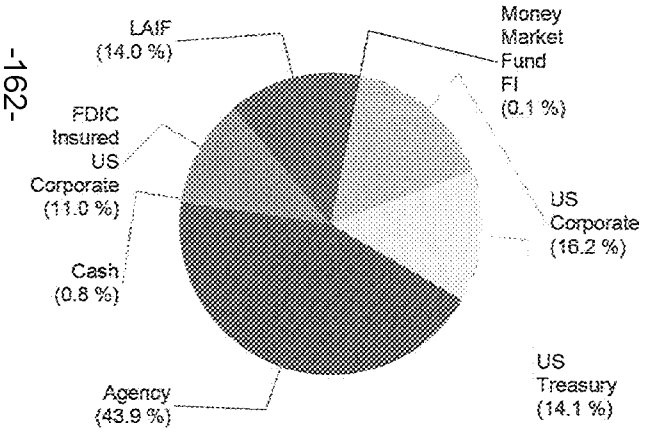

MATURITY DISTRIBUTION

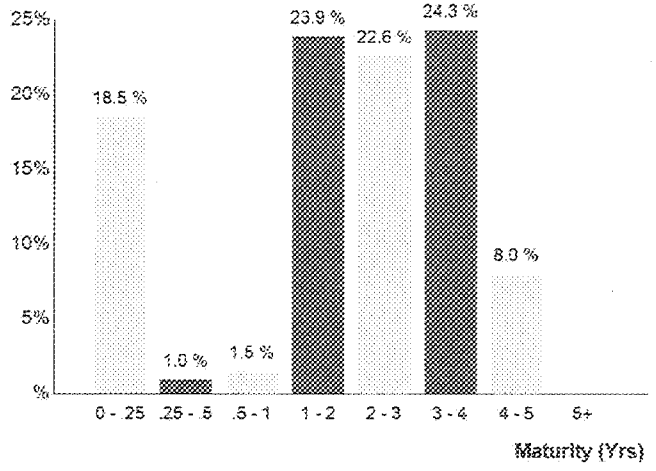

CREDIT QUALITY

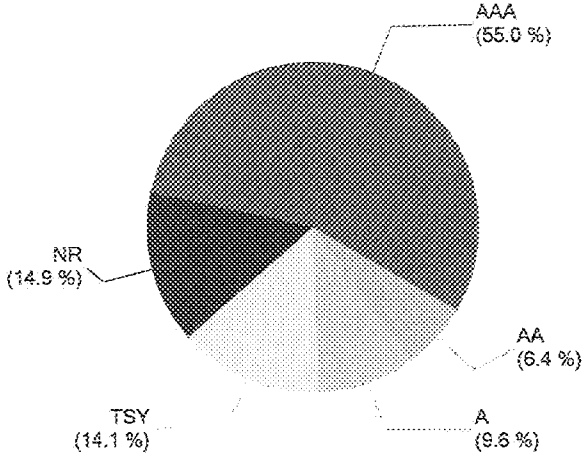

MV00094335

Holdings Report

As of 12/31/10

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int	% of Port Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
307692AA1	FAMCA Note 4.875% Due 1/14/2011	1,000,000.00	06/05/2006 5.47 %	976,000.00 999,814.73	100.13 1.38 %	1,001,250.00 22,614.58	0.49 % 1,435.27	Aa3 AAA	0.04 0.04
313588BR5	FNMA Discount Note 0.165% Due 2/9/2011	2,000,000.00	11/26/2010 0.17 %	1,999,340.00 1,999,642.50	99.98 0.17 %	1,999,642.50 0.00	0.97 % 0.00	P-1 A-1+	0.11 0.11
31331YK82	FFCB Note 3.25% Due 5/2/2011	1,000,000.00	05/19/2008 3.38 %	996,360.00 999,591.43	101.00 0.27 %	1,010,000.00 5,326.39	0.49 % 10,408.57	Aaa AAA	0.33 0.34
3133XTRU2	FHLB Note 1.3% Due 6/1/2011	1,000,000.00	06/01/2009 1.30 %	1,000,000.00 1,000,000.00	100.41 0.32 %	1,004,063.00 1,083.33	0.49 % 4,063.00	Aaa AAA	0.42 0.42
3133XSWM6	FHLB Note 2.1% Due 1/23/2012	1,000,000.00	01/23/2009 2.10 %	1,000,000.00 1,000,000.00	101.75 0.44 %	1,017,500.00 9,216.67	0.50 % 17,500.00	Aaa AAA	1.06 1.04
3133XT2T2	FHLB Note 2.25% Due 2/10/2012	1,000,000.00	02/10/2009 2.25 %	1,000,000.00 1,000,000.00	102.00 0.44 %	1,020,000.00 8,812.50	0.50 % 20,000.00	Aaa AAA	1.11 1.09
31331XG30	FFCB Note 5.45% Due 6/21/2012	1,000,000.00	06/29/2007 5.33 %	1,005,380.00 1,001,588.27	107.19 0.54 %	1,071,875.00 1,513.89	0.52 % 70,286.73	Aaa AAA	1.47 1.43
31331XT36	FFCB Note 5.25% Due 8/1/2012	1,000,000.00	08/01/2007 5.25 %	1,000,000.00 1,000,000.00	107.34 0.58 %	1,073,438.00 21,875.00	0.53 % 73,438.00	Aaa AAA	1.59 1.51
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	103.03 0.56 %	1,030,313.00 9,391.67	0.50 % 30,313.00	Aaa AAA	1.62 1.58
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	3,500,000.00	11/23/2010 0.51 %	3,521,892.50 3,520,586.51	100.50 0.57 %	3,517,500.00 10,973.96	1.70 % (3,086.51)	Aaa AAA	1.64 1.62
3133XUUJ0	FHLB Note 1.625% Due 9/26/2012	3,450,000.00	12/22/2010 0.69 %	3,506,166.00 3,505,726.52	101.75 0.61 %	3,510,375.00 14,794.27	1.70 % 4,648.48	Aaa AAA	1.74 1.71
31331GZ44	FFCB Note 1.55% Due 10/15/2012	1,000,000.00	10/15/2009 1.55 %	1,000,000.00 1,000,000.00	101.63 0.63 %	1,016,250.00 3,272.22	0.49 % 16,250.00	Aaa AAA	1.79 1.76
31398A4T6	FNMA Note 0.5% Due 10/30/2012	1,000,000.00	12/22/2010 0.73 %	995,834.00 995,864.95	99.75 0.64 %	997,500.00 847.22	0.48 % 1,635.05	Aaa AAA	1.83 1.82
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,441,413.36	99.82 0.72 %	3,443,717.55 1,736.98	1.66 % 2,304.19	Aaa AAA	1.99 1.97
31331GKF5	FFCB Note 2.5% Due 1/14/2013	1,000,000.00	01/14/2009 2.30 %	1,007,520.00 1,003,829.49	103.59 0.72 %	1,035,938.00 11,597.22	0.51 % 32,108.51	Aaa AAA	2.04 1.97
3133XUDM2	FHLB Callable Note 1X 2/14/11 2.4% Due 2/14/2013	1,000,000.00	08/14/2009 2.40 %	1,000,000.00 1,000,000.00	100.22 0.56 %	1,002,188.00 9,133.33	0.49 % 2,188.00	Aaa AAA	0.12 0.12
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 4,051,621.31	111.20 0.86 %	4,142,181.38 65,808.34	2.03 % 90,560.07	Aaa AAA	2.21 2.06
3128X8TZ5	FHLMC Callable Note 1X 4/8/11 2.5% Due 4/8/2013	1,000,000.00	04/08/2009 2.50 %	1,000,000.00 1,000,000.00	100.55 0.45 %	1,005,513.00 5,763.89	0.49 % 5,513.00	Aaa AAA	0.27 0.27
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	103.09 0.82 %	1,030,938.00 5,072.22	0.50 % 30,938.00	Aaa AAA	2.27 2.21
3128X8B84	FHLMC Callable Note 1X 5/13/11 2.4% Due 5/13/2013	1,000,000.00	05/13/2009 2.40 %	1,000,000.00 1,000,000.00	100.71 0.46 %	1,007,092.00 3,200.00	0.49 % 7,092.00	Aaa AAA	0.36 0.37

City of Moreno Valley
Treasurer's Cash and Investments Report

Holdings Report

As of 12/31/10

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
31331GXN4	FFCB Callable Note Cont 6/3/11 2.7% Due 6/3/2013	1,000,000.00	06/03/2009 2.70 %	1,000,000.00 1,000,000.00	100.88 0.62 %	1,008,750.00 2,100.00	0.49 % 8,750.00	Aaa AAA	0.42 0.42
3134A4TZ7	FHLMC Note 4.5% Due 7/15/2013	3,900,000.00	05/12/2010 1.59 %	4,250,028.90 4,179,660.71	108.94 0.93 %	4,248,562.50 80,925.00	2.09 % 68,901.79	Aaa AAA	2.54 2.38
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 4,015,419.35	109.51 1.01 %	4,106,703.75 74,218.75	2.02 % 91,284.40	Aaa AAA	2.59 2.41
3133XUEC3	FHLB Callable Note Cont 8/12/11 2.65% Due 8/12/2013	1,000,000.00	08/12/2009 2.65 %	1,000,000.00 1,000,000.00	101.19 0.71 %	1,011,875.00 10,231.94	0.49 % 11,875.00	Aaa AAA	0.61 0.61
31331JJ38	FFCB Callable Note 1X 3/23/11 1.1% Due 9/23/2013	1,770,000.00	09/13/2010 1.10 %	1,770,000.00 1,770,000.00	99.88 1.15 %	1,767,787.50 5,300.17	0.86 % (2,212.50)	Aaa AAA	2.73 1.94
31398A4A7	FNMA Callable Note 1X 9/27/11 1.2% Due 9/27/2013	3,525,000.00	09/10/2010 1.20 %	3,525,000.00 3,525,000.00	99.81 1.27 %	3,518,390.63 11,045.00	1.70 % (6,609.37)	Aaa AAA	2.74 2.32
3134G1PP3	FHLMC Callable Note 1X 8/18/11 1.4% Due 11/18/2013	1,855,000.00	08/18/2010 0.98 %	1,862,698.25 1,859,843.13	100.24 1.02 %	1,859,398.21 9,594.47	0.90 % (444.92)	Aaa AAA	0.63 2.27
3133XHW57	FHLB Note 4.875% Due 12/13/2013	1,000,000.00	06/18/2009 2.96 %	1,080,060.00 1,052,608.07	110.66 1.19 %	1,106,563.00 2,437.50	0.54 % 53,954.93	Aaa AAA	2.95 2.77
3137EABX6	FHLMC Note 2.5% Due 1/7/2014	4,000,000.00	03/17/2010 2.09 %	4,059,384.00 4,047,046.13	104.00 1.15 %	4,160,100.00 48,333.33	2.03 % 113,053.87	Aaa AAA	3.02 2.88
3136F93Z4	FNMA Callable Note 1X 1/28/11 2% Due 1/28/2014	1,000,000.00	01/28/2009 2.00 %	1,000,000.00 1,000,000.00	100.09 0.72 %	1,000,938.00 8,500.00	0.49 % 938.00	Aaa AAA	0.08 0.08
3136FHDF9	FNMA Callaibe Note 1X 3/18/11 3.2% Due 3/18/2014	1,000,000.00	03/18/2009 3.20 %	1,000,000.00 1,000,000.00	100.56 0.56 %	1,005,625.00 9,155.56	0.49 % 5,625.00	Aaa AAA	0.21 0.21
3128X8QM7	FHLMC Callable Note 1X 3/24/11 2.375% Due 3/24/2014	1,000,000.00	03/24/2009 2.40 %	999,000.00 999,354.87	100.48 0.29 %	1,004,793.00 6,399.31	0.49 % 5,438.13	Aaa AAA	0.23 0.23
3136FHHH1	FNMA Callable Note 1X 4/14/11 2% Due 4/14/2014	1,000,000.00	04/14/2009 2.00 %	1,000,000.00 1,000,000.00	100.50 0.25 %	1,005,000.00 4,277.78	0.49 % 5,000.00	Aaa AAA	0.28 0.29
3136FHGK5	FNMA Callable Note 1X 4/16/12 3% Due 4/16/2014	1,000,000.00	04/16/2009 3.00 %	1,000,000.00 1,000,000.00	103.00 0.66 %	1,030,000.00 6,250.00	0.50 % 30,000.00	Aaa AAA	1.29 1.95
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	5,315,000.00	Various 1.47 %	5,527,632.90 5,510,289.76	104.34 1.27 %	5,545,872.97 28,678.86	2.69 % 35,583.21	Aaa AAA	3.30 3.15
3136FHMK8	FNMA Callable Note 1X 5/1/12 2.25% Due 5/1/2014	1,000,000.00	05/01/2009 2.25 %	1,000,000.00 1,000,000.00	102.28 0.53 %	1,022,813.00 3,750.00	0.50 % 22,813.00	Aaa AAA	1.33 1.32
3136FHPX7	FNMA Callable Note 1X 11/14/2011 2.125% Due 5/14/2014	1,000,000.00	05/14/2009 2.13 %	1,000,000.00 1,000,000.00	101.22 0.71 %	1,012,188.00 2,774.31	0.49 % 12,188.00	Aaa AAA	0.87 0.86
31398AXJ6	FNMA Note 2.5% Due 5/15/2014	1,250,000.00	Various 2.32 %	1,258,880.25 1,257,387.08	103.75 1.36 %	1,296,875.00 3,993.05	0.63 % 39,487.92	Aaa AAA	3.37 3.23
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,291,000.45	101.91 1.33 %	4,381,970.90 6,581.39	2.12 % 90,970.45	Aaa AAA	3.42 3.30
3133XTXW1	FHLB Callable Note 1X 1/9/12 2.5% Due 7/9/2014	1,000,000.00	07/09/2009 2.50 %	1,000,000.00 1,000,000.00	102.31 0.23 %	1,023,125.00 11,944.44	0.50 % 23,125.00	Aaa AAA	1.02 1.01

Holdings Report

As of 12/31/10

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (YTS) Duration
AGENCY									
3137EACD9	FHLMC Note 3% Due 7/28/2014	4,000,000.00	03/15/2010 2.41 %	4,097,476.00 4,079,691.98	105.28 1.48 %	4,211,252.00 51,000.00	2.06 % 131,560.02	Aaa AAA	3.58 3.36
31398AYY2	FNMA Note 3% Due 9/16/2014	1,500,000.00	04/15/2010 2.50 %	1,531,365.00 1,526,312.40	105.34 1.51 %	1,580,157.00 13,125.00	0.77 % 53,844.60	Aaa AAA	3.71 3.49
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,074,754.64	105.38 1.51 %	4,215,000.00 33,000.00	2.05 % 140,245.36	Aaa AAA	3.73 3.50
31398AZV7	FNMA Note 2.625% Due 11/20/2014	4,100,000.00	03/12/2010 2.54 %	4,114,723.10 4,112,210.45	103.81 1.61 %	4,256,312.50 12,257.29	2.06 % 144,102.05	Aaa AAA	3.89 3.68
3136FPEQ6	FNMA Callable Note 1X 9/9/11 1.85% Due 9/9/2015	2,015,000.00	09/16/2010 1.89 %	2,011,473.75 2,011,679.35	97.97 2.31 %	1,974,071.32 11,597.44	0.96 % (37,608.03)	Aaa AAA	4.69 4.02
Total Agency		**87,405,000.00**	**1.94 %**	**89,209,829.56** **88,831,937.44**	**0.98 %**	**90,291,398.71** **669,504.27**	**43.91 %** **1,459,461.27**	**Aaa** **AAA**	**2.26** **2.17**
CASH									
90CASH$00	Cash Custodial Cash Account	1,570,076.28	Various 0.00 %	1,570,076.28 1,570,076.28	1.00 0.00 %	1,570,076.28 0.00	0.76 % 0.00	NR NR	0.00 0.00
Total Cash		**1,570,076.28**	**N/A**	**1,570,076.28** **1,570,076.28**	**0.00 %**	**1,570,076.28** **0.00**	**0.76 %** **0.00**	**NR** **NR**	**0.00** **0.00**
FDIC INSURED US CORPORATE									
949744AA4	Wells Fargo & Company FDIC Guaranteed Note 3% Due 12/9/2011	3,050,000.00	03/12/2010 0.95 %	3,157,094.65 3,107,953.12	102.40 0.43 %	3,123,325.05 5,591.67	1.51 % 15,371.93	Aaa AAA	0.94 0.93
06050BAG6	Bank of America Corp FDIC Guaranteed Note 2.1% Due 4/30/2012	5,035,000.00	Various 1.30 %	5,121,762.96 5,087,529.38	102.08 0.53 %	5,139,546.74 17,916.20	2.49 % 52,017.36	Aaa AAA	1.33 1.31
91160HAC1	US Bancorp FDIC Guaranteed Note 1.8% Due 5/15/2012	5,070,000.00	Various 1.39 %	5,111,546.49 5,098,097.25	101.65 0.59 %	5,153,903.44 11,661.00	2.49 % 55,806.19	Aaa AAA	1.37 1.36
38146FAA9	Goldman Sachs FDIC Guaranteed Note 3.25% Due 6/15/2012	4,780,000.00	Various 1.27 %	4,988,582.27 4,915,245.91	103.81 0.62 %	4,962,094.10 6,904.45	2.40 % 46,848.19	Aaa AAA	1.46 1.43
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	4,170,000.00	05/19/2010 1.27 %	4,260,046.98 4,238,825.72	102.74 0.72 %	4,284,408.12 2,461.46	2.07 % 45,582.40	Aaa AAA	1.98 1.93
Total FDIC Insured US Corporate		**22,105,000.00**	**1.26 %**	**22,639,033.35** **22,447,651.38**	**0.59 %**	**22,663,277.45** **44,534.78**	**10.96 %** **215,626.07**	**Aaa** **AAA**	**1.44** **1.41**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	29,063,250.22	Various 0.55 %	29,063,250.22 29,063,250.22	1.00 0.55 %	29,063,250.22 35,662.71	14.05 % 0.00	NR NR	0.00 0.00
Total LAIF		**29,063,250.22**	**0.55 %**	**29,063,250.22** **29,063,250.22**	**0.55 %**	**29,063,250.22** **35,662.71**	**14.05 %** **0.00**	**NR** **NR**	**0.00** **0.00**

City of Moreno Valley
Treasurer's Cash and Investments Report

Holdings Report

As of 12/31/10

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	1.00	05/15/2010 0.04 %	1.00 1.00	1.00 0.04 %	1.00 0.00	0.00 % 0.00	Aaa AAA	0.00 0.00
431114701	Highmark Govt Money Market Fund	197,946.95	Various 0.04 %	197,946.95 197,946.95	1.00 0.04 %	197,946.95 0.00	0.10 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		**197,947.95**	**0.04 %**	**197,947.95** **197,947.95**	**0.04 %**	**197,947.95** **0.00**	**0.10 %** **0.00**	**Aaa** **AAA**	**0.00** **0.00**
US CORPORATE									
52517PR60	Lehman Brothers Holdings Note 5.25% Due 2/6/2012	1,000,000.00	02/06/2007 5.34 %	996,000.00 996,000.00	23.13 0.00 %	231,250.00 0.00	0.11 % (764,750.00)	NR NR	1.10 0.00
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,457,166.38	107.44 0.96 %	3,502,413.60 29,249.45	1.70 % 45,247.22	Aa2 AA	2.29 2.18
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,668,621.48	99.95 1.39 %	2,663,707.48 10,993.13	1.29 % (4,914.00)	Aa3 A+	2.70 2.63
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 2,047,383.13	108.11 2.09 %	2,000,083.10 14,260.42	0.97 % (47,300.03)	A1 AA-	3.33 3.08
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,368,350.03	110.68 2.57 %	3,403,283.92 24,190.00	1.65 % 34,933.89	Aa2 AA+	3.37 3.06
61747YCF0	Morgan Stanley Note 6% Due 5/13/2014	2,370,000.00	Various 3.98 %	2,534,751.20 2,517,557.95	108.05 3.45 %	2,560,737.60 18,960.00	1.25 % 43,179.65	A2 A	3.37 3.04
079860AG7	Bellsouth Corp Note 5.2% Due 9/15/2014	1,550,000.00	05/19/2010 2.60 %	1,713,261.50 1,690,249.40	109.17 2.59 %	1,692,111.75 23,732.22	0.83 % 1,862.35	A2 A-	3.71 3.34
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 965,774.53	111.50 2.14 %	947,746.60 5,702.08	0.46 % (18,027.93)	A2 A	3.88 3.52
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,669,343.17	103.70 2.51 %	1,690,337.72 3,327.92	0.82 % 20,994.55	A1 A+	3.95 3.67
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,632,786.14	104.31 1.98 %	2,639,098.66 36,164.95	1.29 % 6,312.52	Aa3 A-	4.04 3.74
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	1,575,000.00	03/25/2010 3.61 %	1,581,000.75 1,580,054.70	103.49 2.78 %	1,629,948.60 26,061.88	0.80 % 49,893.90	Aa3 A+	4.06 3.70
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	1,625,000.00	03/25/2010 3.94 %	1,682,687.50 1,673,695.13	106.09 3.16 %	1,723,925.13 30,446.18	0.85 % 50,230.00	Aa3 AA-	4.11 3.67
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,537,929.62	103.19 2.38 %	2,564,221.80 30,924.44	1.25 % 26,292.18	Aa2 AA+	4.12 3.80
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,626,898.63	108.55 2.78 %	2,561,784.72 34,397.01	1.25 % (65,113.91)	Aa3 A+	4.21 3.76
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 800,153.84	108.84 2.42 %	805,414.52 8,651.32	0.39 % 5,260.68	A2 A	4.25 3.84

Holdings Report

As of 12/31/10

CUSIP	Security Description	Par Value/Units	Purchase Date / Book Yield	Cost Value / Book Value	Mkt Price / Mkt YTM	Market Value / Accrued Int.	% of Port. / Gain/Loss	Moody / S&P	Term (yrs) / Duration
US CORPORATE									
278642AB9	Ebay Inc Note	2,670,000.00	10/22/2010	2,665,327.50	95.95	2,561,934.42	1.24 %	A2	4.79
	1.625% Due 10/15/2015		1.66 %	2,665,495.02	2.53 %	7,592.81	(103,560.60)	A	4.55
				34,092,139.55		**33,177,999.62**	**16.16 %**	**A1**	**3.63**
Total US Corporate		**32,235,000.00**	**2.47 %**	**33,897,459.15**	**2.30 %**	**304,653.81**	**(719,459.53)**	**A+**	**3.33**
US TREASURY									
912795UX7	US Treasury Bill	4,475,000.00	11/24/2010	4,474,129.86	100.00	4,474,791.17	2.16 %	TSY	0.04
	Due 1/13/2011		0.14 %	4,474,791.17	0.14 %	0.00	0.00	TSY	0.04
912828GQ7	US Treasury Note	3,775,000.00	03/12/2010	4,051,944.29	105.50	3,982,772.23	1.94 %	TSY	1.33
	4.5% Due 4/30/2012		1.00 %	3,947,867.41	0.35 %	29,094.61	34,904.82	TSY	1.30
912828HE3	US Treasury Note	3,775,000.00	03/12/2010	4,061,086.87	106.54	4,021,703.80	1.96 %	TSY	1.75
	4.25% Due 9/30/2012		1.22 %	3,971,261.75	0.49 %	40,990.90	50,442.05	TSY	1.68
912828HK9	US Treasury Note	3,875,000.00	03/12/2010	4,089,651.65	105.40	4,084,188.00	1.98 %	TSY	1.92
	3.375% Due 11/30/2012		1.29 %	4,026,404.14	0.54 %	11,497.25	57,783.86	TSY	1.86
912828HM5	US Treasury Note	3,850,000.00	03/12/2010	4,089,735.55	106.06	4,083,406.25	1.97 %	TSY	2.00
	3.625% Due 12/31/2012		1.35 %	4,021,239.68	0.57 %	385.53	62,166.57	TSY	1.94
912828HV5	US Treasury Note	4,000,000.00	03/12/2010	4,121,575.90	104.09	4,163,752.00	2.02 %	TSY	2.25
	2.5% Due 3/31/2013		1.48 %	4,089,651.29	0.66 %	25,549.45	74,100.71	TSY	2.18
912828JQ4	US Treasury Note	4,000,000.00	05/10/2010	4,148,281.25	105.12	4,204,688.00	2.04 %	TSY	2.84
	2.75% Due 10/31/2013		1.65 %	4,120,821.76	0.91 %	18,839.78	83,866.24	TSY	2.72
				29,036,405.37		**29,015,301.45**	**14.07 %**	**TSY**	**1.72**
Total US Treasury		**27,750,000.00**	**1.15 %**	**28,652,037.20**	**0.52 %**	**126,357.52**	**363,264.25**	**TSY**	**1.66**
				205,808,682.30		**205,979,251.68**	**100.00 %**	**Aaa**	**1.98**
TOTAL PORTFOLIO		**200,326,274.45**	**1.63 %**	**204,660,359.62**	**1.02 %**	**1,180,713.09**	**1,318,892.06**	**AAA**	**1.88**
TOTAL MARKET VALUE PLUS ACCRUED						**207,159,964.77**			

City of Moreno Valley

December 31, 2010

COMPLIANCE WITH INVESTMENT POLICY

Assets managed on by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies

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Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.

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Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

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BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
WELLS FARGO	**Community Facilities District 2005-1**									
special tax funds	22631800	money market fund	WF Govt Fund	12/31/10	01/01/11	183,858	0.01%	0.01%	1.00000	0.815%
interest acct	22631801	money market fund	WF Govt Fund	12/31/10	01/01/11	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	12/31/10	01/01/11	1,028,838	0.01%	0.01%	1.00000	4.632%
admin exp acct	22631805	money market fund	WF Govt Fund	12/31/10	01/01/11	377	0.01%	0.01%	1.00000	0.002%
debt service acct	22631809	money market fund	WF Govt Fund	12/31/10	01/01/11	535,882	0.01%	0.01%	1.00000	2.402%
special tax funds	22631900	money market fund	WF Govt Fund	12/31/10	01/01/11	109,067	0.01%	0.01%	1.00000	0.489%
interest acct	22631901	money market fund	WF Govt Fund	12/31/10	01/01/11	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631904	money market fund	WF Govt Fund	12/31/10	01/01/11	365,357	0.01%	0.01%	1.00000	1.638%
admin exp acct	22631905	money market fund	WF Govt Fund	12/31/10	01/01/11	8	0.01%	0.01%	1.00000	0.000%
cost of issuance	22631906	money market fund	WF Govt Fund	12/31/10	01/01/11	0	0.01%	0.01%	1.00000	0.000%
						2,221,367				
WELLS FARGO	**2005 TAB**									
Series B Revenue	22333500	money mkt fund	WF Govt Fund	12/31/10	01/01/11	6,418	0.01%	0.01%	1.00000	0.029%
Series A Principal	**22333501**	**money mkt fund**	**WF Govt Fund**	**12/31/10**	**01/01/11**	**300**	**0.01%**	**2.71%**	**1.00000**	**0.001%**
Series B reserve	22333503	money mkt fund	WF Govt Fund	12/31/10	01/01/11	522,553	0.01%	0.01%	1.00000	2.343%
Series A interest	22333504	money mkt fund	WF Govt Fund	12/31/10	01/01/11	127	0.01%	0.01%	1.00000	0.001%
						529,398				
WELLS FARGO	**1992 Lease Revenue Bonds, Public Safety**									
expense fund	12526107	money mkt fund	WF Govt Fund	12/31/10	01/01/11	14,469	0.01%	0.01%	1.00000	0.065%
reserve account	12526103	money mkt fund	WF Govt Fund	12/31/10	01/01/11	407,452	0.01%	0.01%	1.00000	1.827%
lease revenue	12526100	money mkt fund	WF Govt Fund	12/31/10	01/01/11	1	0.01%	0.01%	1.00000	0.000%
rebate account	12526104	money mkt fund	WF Govt Fund	12/31/10	01/01/11	14,482	0.01%	0.01%	1.00000	0.065%
						436,004				
WELLS FARGO	**2003 Redevelopment Agency Tax Allocation Bonds, Series A**									
debt service fund	22631700	money mkt fund	WF Govt Fund	12/31/10	01/01/11	2	0.01%	0.01%	1.00000	0.000%
						2				
WELLS FARGO	**2003 Lease Revenue Bond**									
bond fund	18042800	money mkt fund	WF Govt Fund	12/31/10	01/01/11	131	0.01%	0.01%	1.00000	0.000%
reserve fund	18042804	money mkt fund	WF Govt Fund	12/31/10	01/01/11	2,992,753	0.01%	0.01%	1.00000	13.416%
construction fund	18042806	money mkt fund	WF Govt Fund	12/31/10	01/01/11	7,671,734	0.01%	0.01%	1.00000	34.392%
						10,664,618				47.808%
WELLS FARGO	**2002 Facilities Lease Revenue Bonds, Electric Utility**									
bond fund	22277600	money mkt fund	WF Govt Fund	12/31/10	01/01/11	1	0.01%	0.01%	1.00000	0.000%
interest fund	22277601	money mkt fund	WF Govt Fund	12/31/10	01/01/11	0	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	12/31/10	01/01/11	6,846,632	0.01%	0.01%	1.00000	30.693%
capital interest fund	22277605	money mkt fund	WF Govt Fund	12/31/10	01/01/11	0	0.01%	0.01%	1.00000	0.000%
cost of issuance	22277606	money mkt fund	WF Govt Fund	12/31/10	01/01/11	368,052	0.01%	0.01%	1.00000	1.650%
						7,214,685				
WELLS FARGO	**Annual Requirements**									
revenue fund	20350300	revenue	WF Govt Fund	12/31/10	01/01/11	62,594	0.01%	0.01%	1.00000	0.281%
reserve fund	20350303	reserve	WF Govt Fund	12/31/10	01/01/11	1,178,304	0.01%	0.01%	1.00000	5.282%
admin expenses	20350304	admin expenses	WF Govt Fund	12/31/10	01/01/11	25	0.01%	0.01%	1.00000	0.000%
						1,240,923				5.563%
			Totals			22,306,997				100.000%

Type	Summary of Bond Proceeds With Fiscal Agents	
1	Construction Funds	14,518,366
2	Principal & Interest Accounts	598,716
3	Debt Service Reserve Funds	6,786,484
4	Custody Accounts	0
5	Arbitrage Rebate Accounts	14,482
6	Other Accounts	388,948
	Total Fiscal Agent Funds	22,306,997

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Sept 30, 2010
Liquid Savings	$1,050,287
Nationwide Fixed (Part Time Employee)	551,565
Liquid Savings (Part Time Employees)	334,394
Certificates of Deposit 3 years	15,681
JP Morgan Mid Cap Value A	29,841
Bond Fund Of America	65,965
Growth Fund of America	53,596
Investment Co. of America	10,870
Income Fund of America	116,231
Brown Cap Mgmt Inc SM Co	66,302
Fidelity Independence	20,265
Fidelity Equity Income	21,767
Fidelity Magellan	288,087
Certificates of Deposit 5 years	106,434
Fidelity Puritan	107,499
Fidelity Contrafund	233,437
Janus Fund	41,824
Janus Advisor Forty	61,780

Fund	Market Value as of Sept 30, 2010
Drey SmCap I	5
American Century Balanced	27
Am Century Growth	44,462
Am Century Select	76,634
Am Century Ultra	0
Vanguard Index 500	63,720
Vanguard Institutional Index	317,882
Vanguard Wellington	14,134
Vanguard Windsor II	42,531
Vanguard Total Bond Index	125,342
Putnam Voyager	0
Templeton Foreign I	0
EuroPacific Growth	257,760
Stable Fund C	1,684,398
PBHG Growth Fund	0
DWS High Income Fund A	48,898
DWS Strategic Value	12,491
Oppenheimer Global Fund A	112,867

Fund	Market Value as of Sept 30, 2010
N B Socially Responsive Fund	8,269
DFA US Micro Cap Port	111,029
Federated Kaufmann Fund	476,140
Invesco Mid Cap Core Equity	12,713
Washington Mutual Inv	35,390
Nationwide InvDes Mod Cons Fund SC	9,893
Nationwide InvDes Mod Aggr Fund	581,027
Nationwide InvDes Aggr Fund	100,671
Nationwide InvDes Mod Fd	347,188
Nationwide Inv Des Cons	82,411
Nationwide Large Cap Growth	42,473
Nationwide Inter Val Inst Svc	22,821
Nationwide US Sm Cap Val Ins Svc	540
Nationwide Dest 2030 Inst Svc	271
YL Account	178,555
Nationwide Dest 2025 Inst Svc	35,173
Nationwide Dest 2020 Inst Svc	35,505
Total Nationwide Deferred	**$8,057,665**

ICMA

Fund	Market Value as of Sept 30, 2010
Aggressive Oppor.	$133,153
International	148,577
All Equity Growth	82,477
Growth and Income	171,332
Broad Market	46,126
500 Stock Index	55,131
Equity Income	246,698
Asset Allocation	106,419
Core Bond	16,485
Cash Management	31,845
Plus Fund	1,251,556
Savings Oriented	6,018
Conservative Growth	79,513
Traditional Growth	232,671
Long-Term Growth	272,782
Milestone 2030	9,031
Milestone 2035	8,704
Milestone 2040	637
Overseas Equity Index fund	56,928
Vantage Point Mid/Sml Index	1,612

Fund	Market Value as of Sept 30, 2010
VT Royce Premeir	1,601
VT Ranier Small/Mid Cap Eq	27,039
VT Fidelity Contrafund	137,218
VT Fidelity Magellan	0
VT Fidelity Diversified International	52,084
VT Allianz NFJ Div Value	39,050
VT Legg Mason Value	1,608
VT Fidelity Puritan	3,939
VT Royce Value Plus Service	5,931
VT TR Price Growth Stock Adv	14,474
VT First Amer. Real Estate Secs	28,310
VT TR Price Small Cap Value	101,417
VT Third Ave Value	9,046
Inflation Protected Securities	67,515
Growth Fund	190,094
VT PIMCO Total Return	77,896
VT PIMCO High Yield	125,565
VT Eaton Vance Lage Cap Value	0
Total ICMA	**$3,840,474**

Summary by Plan

	Market Value as of Sept 30, 2010
Total Nationwide	$8,057,665
Total ICMA	3,840,474
Total Deferred Compensation Plans	$11,898,139

Summary by Investment Type

	Market Value as of Sept 30, 2010
Savings Deposits and CD's	$1,936,846
Mutual Funds	9,961,293
Total Deferred Compensation Plans	$11,898,139

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CHANDLER ASSET MANAGEMENT

BOND MARKET REVIEW

A MONTHLY REVIEW OF FIXED INCOME MARKETS

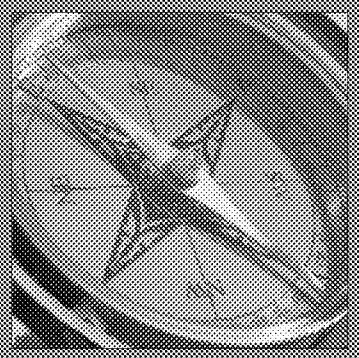

WHAT'S INSIDE

Market Summary 1
Yield Curve
Current Yields

Economic Round-Up 2
Credit Spreads
Economic Indicators

New Year, New Challenges 3

Since 1988 Chandler Asset Management has specialized in the management fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

MARKET SUMMARY

During December, market participants reacted to a series of better than expected economic reports by increasing their forecasts for future economic growth. As a result, Treasury yields moved higher, led by five year Treasuries (+55 basis points) and seven year Treasuries (+57 basis points).

Housing starts, leading economic indicators, and various manufacturing activity indicators all pointed to stronger growth, as did reports from retailers of strong holiday sales. However, the jobs report was somewhat disappointing, and the labor market has not picked up significantly, making it unlikely that the economy is poised to enter a truly robust growth phase.

Although commodity prices have been increasing, inflation readings remain tame with the Core CPI (ex-food & energy) report indicating a year-over-year increase of only 0.8%. Although fears of deflation have dissipated, most economists forecast continued moderate inflation well into 2011. The Federal Reserve maintains its exceptionally easy monetary policy, and continues to purchase longer-dated Treasury securities in an effort to promote economic growth. The next Fed meeting is January 26, and most market participants expect no change in Fed policy at least through mid-2011.

TREASURY YIELDS HIGHER IN DECEMBER

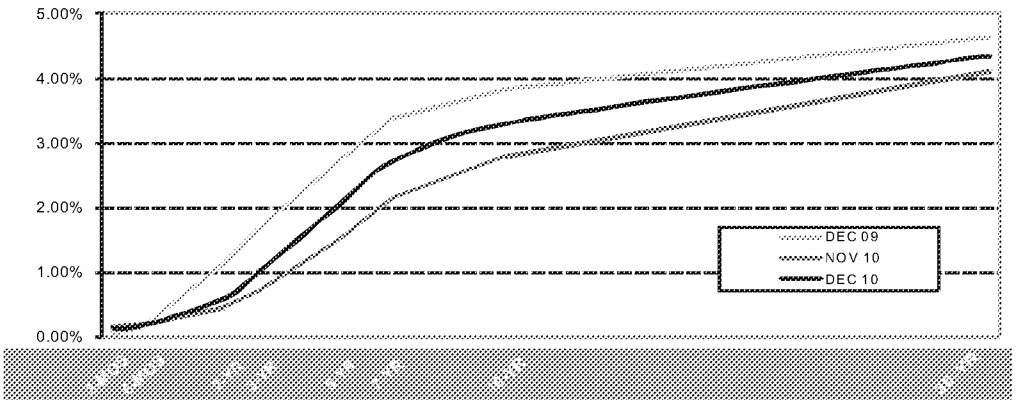

Treasury yields ended the month higher as market participants reacted to a series of positive economic reports. Longer-term Treasury yields remain higher than shorter-term yields.

YIELDS	12/31/10	11/30/10	CHANGE
3 Month	0.12	0.16	(0.04)
2 Year	0.60	0.45	0.15
3 Year	1.00	0.70	0.30
5 Year	2.02	1.46	0.56
7 Year	2.72	2.15	0.57
10 Year	3.30	2.79	0.51
30 Year	4.35	4.11	0.24

Consumer Prices

In November, the CPI showed that consumer prices increased 1.1% on a year-over-year basis. The year-over-year Core CPI (CPI less food and energy) increased at a 0.8% rate. Although some producer prices have begun to increase, prices on consumer goods appear stable at this point. Many economists believe that inflation will remain moderate over the next 12 months, and fears of deflation appear to have somewhat subsided.

Retail Sales

In November, Retail Sales rose 7.7% on a year-over-year basis. Consumer spending has rebounded from the depths of the recession, and recent activity has been promising; however, activity still falls short of the heights of the previous economic expansion. Consumers remain somewhat cautious due to job losses, home price declines, and a general tightening of credit standards.

Labor Markets

The December employment report showed that the economy added 103,000 jobs: fewer than the market was expecting. However, the unemployment rate declined to 9.4% (from 9.8%), and previous payroll figures were revised somewhat higher. Overall, the latest employment report was somewhat disappointing, and the tepid recovery in the labor market is likely to continue restraining economic growth.

Housing Starts

Single-family housing starts rose 6.9% in November. This was a positive report, and market participants will watch closely to see whether it marks the start of a gradual pickup in the housing recovery. The impact of recent increases in mortgage rates will also bear monitoring.

Credit Spreads Mixed

Credit Spreads	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.17	0.09	0.08
2-year AA corporate note	0.40	0.44	(0.04)
5-year AA corporate note	0.61	0.70	(0.09)
5-year Agency note	0.35	0.20	0.15

Source: Bloomberg

Data as of 12/31/2010

Mixed Economic Data

Economic Indicator	Current Release	Prior Release	One Year Ago
Trade Balance	(38.71) $Bln OCT 10	(44.60) $Bln SEP 10	(32.30) $Bln OCT 09
GDP	2.60% SEP 10	1.70% JUN 10	1.60% SEP 09
Unemployment Rate	9.40% DEC 10	9.80% NOV 10	9.90% DEC 09
Prime Rate	3.25% DEC 10	3.25% NOV 10	3.25% DEC 09
CRB Index	332.80 DEC 10	301.41 NOV 10	283.38 DEC 09
Oil (West Texas Int.)	$91.38 DEC 10	$84.11 NOV 10	$79.36 DEC 09
Consumer Price Index (y/o/y)	1.10% NOV 10	1.20% OCT 10	1.80% NOV 09
Producer Price Index (y/o/y)	3.50% NOV 10	4.30% OCT 10	2.20% NOV 09
Dollar / EURO	1.34 DEC 10	1.30 NOV 10	1.43 DEC 09

Source: Bloomberg

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New Year, New Challenges

The financial turmoil of the past few years has left investors in a vastly altered investment landscape. Up for reconsideration are such basic investing concepts as yield structures and sector allocation. Confounding this situation is the need to keep abreast of an ever-expanding body of knowledge that includes changing asset classes and regulatory reform.

This article will consider areas of uncertainty that are challenging investors now. Persistent low interest rates are compelling investors to reassess their portfolios' maturity structures. Less surprising are the uncertainties presented by evolving asset classes and regulation. What newly developed or still evolving securities or asset classes will be appropriate for conservative investors? What form will regulation take?

Low Rates/ Flatter Yield Curve

The current market environment is characterized by persistently low short-term interest rates. As well, the yield curve has flattened. In this environment, there is an unbalanced or skewed risk/return trade-off. That is, with current short-term rates near zero, there is not much room for rates to move lower. Alternatively, rates are likely to rise at some point in the future; when they do, higher rates will tend to devalue bond portfolios. Because rates are low across the yield curve, extending maturities does not offer as much of a cushion of coupon income as might be the case in normal interest rate environments. Yet even at these levels, longer maturity investments offer significantly more return than short securities, the yield of which approaches zero.

Expanding Knowledge Base

The current post-crisis investment environment, with its great scope and pace of change has naturally led to significant uncertainty and great challenge. Let us look at what has happened in the agency sector.

Traditional Assets

Growth in the federal housing agency market (e.g., FNMA and FHLMC), during the early 1990s and ending in 2008, resulted from their issuance of increasingly greater amounts of debt to finance increased home ownership. With the perceived safety of implied federal backing, conservative bond investors gladly enjoyed the yield and safety in this market sector.

With the bursting of the housing bubble, FNMA and FHLMC are in a state of change. As Congress and regulators weigh the benefit of their traditional purpose—to foster increased home ownership—both agencies have been mandated to shrink their balance sheets. Although the federal government continues to stand in support of the housing agencies and their senior debt, their long-term existence remains in question.

Other Options

This change in a popular asset class has led conservative bond investors to consider alternative investment options beyond the traditional asset classes of treasuries and agencies.

Municipal Bonds

Build America Bonds (BABs), created by Congress under The American Recovery and Reinvestment Act of 2009, had but a brief period of issuance until the Act expired at the end of 2010. BABs are municipals with a twist: the interest on BABs is taxable rather than tax-free. This makes BABs attractive to non-traditional buyers—those who may not pay income tax or who seek diversification or other benefits—instead of traditional muni investments. Like all non-government guaranteed investments, BABs expose the investor to credit risk, and those considering BABs must have the expertise to fully analyze that risk. Finally, while the end of the BABs program will likely decrease the liquidity of these bonds in the secondary market, there has been some talk in Washington of introducing a similar program at some future point.

Corporate Bonds

Investment grade corporate debt can be an attractive alternative to government securities. Like all non-government guaranteed bonds, investment in corporate notes requires analytic expertise. Not all investors have the risk tolerance and, in some cases, the authorization to buy corporate credit.

Regulation

Regulation is another area undergoing drastic change. Given the breadth of the changes, staying informed of all the nuances is challenging. In direct response to the financial crisis, and in examining the events that led to the market breakdown, one of the areas examined by the federal government has been regulation. The hope is that regulatory reform will help restore transparency and, with any luck, stability and trust in the market. The means of achieving these goals effectively is not without disagreement. Proposed regulatory changes are extremely broad ranging, and a detailed analysis is outside the scope of this article. However, to give a sense of the range of regulatory reform under consideration, take a look at this list: regulation of the housing agencies, FNMA and FHLMC, and their future role; how the government will support, monitor and regulate financial institutions and banks; how fiduciary standards are applied; the roles and responsibilities of the rating agencies to investors and other stakeholders; the role of the MSRB in protecting governmental entities as debt issuers; the structure of financial regulation and the creation of a regulator or regulatory entities to identify emerging risks and coordinate multi-agency cooperation; regulation of nonfinancial institutions failure of which could have profound systemic risks on the economy in general; registration of previously unregistered financial entities; the oversight of payments, clearing and settlement; and the authority and accountability for emergency responses.

Conclusions

The impact of the financial crisis of 2008-2009 was so broad and deep that it is far too soon for the government to have developed the necessary safeguards and solutions. Instead, investors must navigate the markets with crystal balls even more foggy than usual.

Sofia Anastopoulos, CFA
VP Client Service

Item No. A.6

MV00094348

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MV00094349

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: February 22, 2011

TITLE: RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-2010

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

BACKGROUND

Government Code Section 66006 requires municipalities imposing impact fees to undertake an annual accounting of such fees within 180 days of the fiscal year end. The Code also requires that the accounting be made available for public review. The accounting must provide the beginning and ending balances for the fiscal year; receipts; disbursements; interest earned and any other income; a description of how the fees were expended during the past year; and any refunds or allocations pursuant to Government Code Section 66001(f). If fees are unexpended, whether committed or uncommitted for a period of five or more years, the report must include a finding regarding the continuing need for the fees. If a continuing need cannot be shown, State law requires that the City refund the unused, uncommitted fees. The City's report contains no such instances of unexpended and uncommitted Development Impact Fees.

DISCUSSION

The attached Annual Report on Development Impact Fees is for the fiscal year ended June 30, 2010. This report is prepared in compliance with the California Government Code Section 66006 regarding the annual accounting of impact fees. The accounting was complete and the required information was available to the public within the required time frame, 180 days subsequent to fiscal year end.

This report does not include any findings for unexpended, uncommitted fees. All funds collected and held by the City as of June 30, 2010 within each of the 14 respective Development Impact Fee funds are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 30, 2009.

This report, however, does make a finding for continuing to hold previously collected development impact fees. This finding is supported by fact that all fees collected and held by the City as of June 30, 2009 are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 22, 2010.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 and approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. ***Staff recommends this alternative.***

2. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 but reject the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. ***Staff does not recommend this alternative in that this action could result in the need to refund unexpended fees such that projects and debt service intended to be funded through these fees would be left without a funding source***.

FISCAL IMPACT

There is no fiscal impact resulting from the recommended action; the information included in the staff report is provided to comply with State law.

CITY COUNCIL GOALS

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

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

SUMMARY

Government Code Section 66006 requires municipalities that impose impact fees to render an annual accounting of such fees and to provide findings that support the retention of any fees that have been held in excess of five years and remain unexpended or have not been committed to projects. The City has no Development Impact Fees that are unexpended or uncommitted for a period of five years or more. The information included in this staff report is provided to comply with State law.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Attachment 1 - Annual Report on Development Impact Fees for the Fiscal Year Ended June 30, 2010

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094353

City of Moreno Valley
Annual Report on Development Impact Fees
For the Fiscal Year Ended June 30, 2010

Pursuant to Government Code Section 66006, the following report on the receipt, use and retention of development impact fees for fiscal year ended June 30, 2010 is hereby presented to the City Council for review and approval.

Fund Number Fund Name	Beginning Fund Balance July 1, 2009	Receipts	Disbursements	Ending Fund Balance June 30, 2010
00201 Arterial Streets Development Impact Fee	$ 10,325,863	$ 107,104	$ (2,955,944)	$7,477,023
00202 Traffic Signal Development Impact Fee	$ 3,279,069	$ 30,525	$ (1,374,380)	$1,935,214
00203 Fire Facility Development Impact Fee	$ 1,097,891	$ 72,013	$ (257,328)	$ 912,576
00204 Police Facility Development Impact Fee	$ -	$ 36,150	$ (36,150)	$ -
00205 Parkland Facilities Development Impact Fee	$ 2,483,914	$ 167,886	$ -	$2,651,800
00206 Quimby In-Lieu Park Fee	$ 1,849,012	$ 92,077	$ -	$1,941,089
00207 Recreation Center Development Impact Fee	$ -	$ 88,406	$ (88,406)	$ -
00208 Libraries Development Impact Fee	$ 3,904,799	$ 174,758	$ -	$4,079,557
00209 City Hall Development Impact Fee	$ 2,134,420	$ 90,420	$ -	$2,224,840
00210 Corporate Yard Development Impact Fee	$ 27,190	$ 29,944	$ -	$ 57,134
00211 Interchange Improvements Development Impact Fee	$ 1,740,027	$ 63,902	$ -	$1,803,929
00212 Maintenance Equipment Development Impact Fee	$ 54,439	$ 4,887	$ -	$ 59,326
00213 Animal Shelter Development Impact Fee	$ -	$ 11,771	$ (11,771)	$ -
00413 Capital Improvement Fund	$ 38,487	$ -	$ -	$ 38,487

The reservation of Fund Balance and disbursement information for each of the above funds is as follows:

Fund 00201- Arterial Streets Development Impact Fee

Fund Balance Designations:	
Future Arterial Streets Development	$ 7,477,023
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Reche Canyon Realign-Perris/Heacock-Northern City Limits	500,000
Perris Blvd Widening Ramona Expressway to Cactus	704,078
Perris Blvd Widening Ironwood to Manzanita	633,816
Debt Service – 2005 Lease Revenue Bonds Current Year	1,118,050
	$ 2,955,944

Fund 00202 Traffic Signal Development Impact Fee

Fund Balance Designations:	
Future Traffic Signal Development	$ 1,935,214
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Emergency Vehicle Preemption Program	1,000,000
Sunnymead Ranch/Village Rd Traffic Signal	272,000
Transportation Management Center	102,380
	$ 1,374,380

Fund 00203 Fire Facility Development Impact Fees

Fund Balance Designations:	
Future Fire Facility	$ 912,576
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Debt Service – 2005 Lease Revenue Bonds Current Year	257,328
	$ 257,328

Fund 204 Police Facility Development Impact Fee

Fund Balance Designations:	
Future Police Facility	$ -
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Debt Service – 2005 Lease Revenue Bonds Current Year	36,150
	$ 36,150

Fund 00205 Parkland Facilities Development Impact Fee

Fund Balance Designations:	
Future Parkland Facility	$ 2,651,800
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 00206 Quimby In-Lieu Park Fee

Fund Balance Designations:	
Future Parkland	$ 1,941,089
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 00207 Recreation Center Development Impact Fee

Fund Balance Designations:	
Future Recreation Center	$ -
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Conference and Recreation Center	88,406
	$ 88,406

Fund 00208 Libraries Development Impact Fee

Fund Balance Designations:	
Future Libraries	$ 4,079,557
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 00209 City Hall Development Impact Fee

Fund Balance Designations:	
Future City Hall	$ 2,224,840
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 00210 Corporate Yard Development Impact Fee

Fund Balance Designations:	
Future Corporate Yard	$ 57,134
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 00211 Interchange Improvements

Fund Balance Designations:	
Future Interchange Improvements	$ 1,803,929
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 00212 Maintenance Equipment Development Impact Fee

Fund Balance Designations:	
Future Maintenance Equipment	$ 59,326
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
No Disbursements	-
	$ -

Fund 00213 Animal Shelter Development Impact Fee

Fund Balance Designations:	
Future Animal Shelter	$ -
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Disbursements:	
Animal Shelter Land Acquisition	11,771
	$ 11,771

Fund 00413 Capital Improvement Fund

Fund Balance Designations:	
Future Animal Shelter	$ 38,487
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
Fund Balance Designations	
Long Term Receivable - Koll-Oleander	38,487
	$ 38,487
Disbursements:	
No Disbursements	-
	$ -

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Paula Smus, Acting Library Services Division Manager

AGENDA DATE: February 22, 2011

TITLE: ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY

RECOMMENDED ACTION

Staff recommends that the City Council accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475 and authorize the increase of $13,475 to the Moreno Valley Library FY 2010-11 operating budget.

BACKGROUND

The City's administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds $3,000.

DISCUSSION

On October 18, 2010, the executive board of the Moreno Valley Friends of the Library approved a donation in the amount of $13,475, to be used for the purchase of Moreno Valley Public Library's 2011 Summer Reading Program materials and incentives and the annual subscription to BookLetters, which supports the Library's page on the City web site.

The Friends of the Library (FOL) adopted its bylaws on Jan 19, 1994. Its mission is to focus public attention on library services, facilities, and needs while working to encourage gifts of books, magazines, desirable collections, endowments and bequests to the organization. The FOL maintains an ongoing used book sale in the Moreno Valley Public Library and regularly donates proceeds to the library, for use in providing

programming, supplies and equipment which the library budget might not be able to accommodate.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Accept the monetary donation of $13,475 for the purchase of 2011 Summer Reading Program materials and incentives; and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

2. Reject the monetary donation of $13,475 and provide further direction to staff.

FISCAL IMPACT

Accepting the $13,475 monetary donation will allow the Library to purchase materials and incentives for the popular annual Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site. The selected materials and services would be received in Fiscal Year 2010/2011. Accepting the $13,475 donation would enable the Moreno Valley Public Library to fulfill the purpose of the donation as expressed by the donor.

Expenditure Account	Description	Current Budget	Donation Allocation	Revised Budget
21310.6235	Public Relations/Promo	$0	$9,925	$9,925
21310.6252	Dues and Subscriptions	$25,300	$3,550	$28,850

The expenses for these materials and services will be offset by the additional revenue, so there would be no net budgetary impact.

SUMMARY

The Moreno Valley Friends of the Library have approved a donation to the Moreno Valley Public Library in the amount of $13,475. The express purpose of this donation is to purchase materials and incentives for the popular Summer Reading Program and to renew the annual subscription to BookLetters, which supports the Library's page on the City web site.

The City's administrative policy on Donations (Fiscal Policy #3.5) requires that the City Council formally accept all donations whose estimated value exceeds $3,000. Staff recommends that the City Council accept the $13,475 donation to the Moreno Valley

Public Library so that staff may fulfill the purpose of the donation as expressed by the donor.

Prepared By:
Name Paula Smus
Title Acting Library Services Division Manager

Department Head Approval:
Name
Title

Concurred By:
Name
Title

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094363

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: February 22, 2011

TITLE: California Office of Traffic Safety (OTS) Grant Funding Opportunity

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1) Staff recommends that the City Council approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24, entitled "DUI Enforcement and Awareness Program."

ADVISORY COMMITTEE RECOMMENDATION

On February 14, 2011, the Public Safety Sub-Committee granted the Chief of Police permission to apply for this grant and recommended the acceptance of this OTS grant opportunity.

BACKGROUND

The Moreno Valley Police Department receives grants from the Office of Traffic Safety (OTS) on a routine basis. Most grants offered through OTS are for a one year period and they run concurrently with the Federal fiscal year. We have been awarded this particular grant the past two years.

DISCUSSION

In January 2011, staff received notice of a competitive grant program offered by OTS called the "DUI Enforcement and Awareness Program." This grant can be used to fund law enforcement operations involving DUI/Driver's License checkpoints, DUI saturation patrols, DUI warrant sweeps and stakeout operations for known DUI offenders.

The Police Department is proposing to apply for this grant and if awarded, conduct approximately 10 DUI/Driver License checkpoints, 22 DUI saturation patrols, 2 DUI warrant sweep operations and 4 known DUI offender stakeout operations. We are also asking for funds to purchase a DUI Trailer to transport all of our checkpoint equipment and supplies and portable light towers, to use at our checkpoints.

In addition, we are asking for grant funds to pay for training and travel. We would like to send four officers to the annual OTS Leadership and Training Seminar. We also have a few new officers who have not attended the five day Cavenaugh and Associates DUI Seminar class. This class has proven to be a great resource in building the skills necessary to handle DUI cases.

The amount we are requesting is $204,581.24 for FY 11/12, which we believe will assist the Police Department in enhancing traffic safety within the City of Moreno Valley as it has the past two years.

ALTERNATIVES

The Council has the following alternatives:

1) Approve the application and acceptance (if awarded) of the OTS Grant titled "DUI Enforcement and Awareness Program" for $204,581.24. **Staff recommends this alternative.**

2) Not approve the application for the OTS Grant titled "DUI Enforcement and Awareness Program." **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no requirement to match funds associated with this grant. Therefore, there will be no impact to the General Fund.

CITY COUNCIL GOALS

The application of the OTS Grant entitled, "DUI Enforcement and Awareness Program," will meet the City Council Public Safety Goal of providing a safe and secure environment for people and property within the community, and provide a safer environment for the motoring public utilizing the roadways within the City of Moreno Valley.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24.

Prepared By
Launa Jimenez
Management Analyst

Department Head Approval
John Anderson
Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094367

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: February 22, 2011

TITLE: APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney.

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011.

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

Staff recommends that the Community Redevelopment Agency:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue).

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724).

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. in the form attached hereto on behalf of the Community Redevelopment Agency.

BACKGROUND

This project involves the rehabilitation of Day Street from Alessandro Boulevard to Cottonwood Avenue, including street, signing, striping, waterline, utility relocation, and other related road improvements. Street improvements are an authorized activity under Section 319 of the Moreno Valley Community Redevelopment Agency's (RDA) Redevelopment plan.

An agreement with AEI-CASC was signed by the Mayor on February 22, 2006 to complete required environmental documentation, right of way documents, and the design plans and specifications. The environmental document, a Negative Declaration, was adopted by City Council on September 11, 2007. On November 10, 2009, City Council authorized the City Attorney to file the appropriate actions in Eminent Domain in order to secure necessary right of way for the project. The Riverside County Court granted the order of possession on February 10, 2010 and the City obtained possession of the right of way on March 15, 2010. The project was advertised for construction bids on March 18, 2010 and City Council awarded the construction contract to Hillcrest Contracting, Inc. on May 25, 2010.

DISCUSSION

Hillcrest Contracting, Inc. started the construction of the Day Street Roadway Improvements work in July 2010 and all contract improvements have been completed, with the exception of the asphalt concrete cap and punch list items.

There have been three (3) contract change orders processed through Hillcrest Contracting, Inc. (Hillcrest) that thus far total approximately $225,348. Collectively, these changes include, but are not limited to, exposing & filling an abandoned well, additional grading for curb and gutter and Edison vault, walls, drilling for and installation of sidewalk drains, handrail, gates, fencing, traffic signal related work, waterline related work, asphalt concrete removal, driveway construction, grading and excavation, and increased quantities for various contract items. The contractual expenditures are still within the City Council authorized Purchase Order amount and to date the approximate Purchase Order total expended is $1,888,486.05, with a remaining balance of $24,122.71.

During the course of construction, a major design error was discovered pertaining to the design and construction of a portion of the street curb and gutter tied to a cross gutter to facilitate surface drainage, located on Day Street south of Cottonwood Avenue. The cross gutter was to convey prevailing surface runoff within the roadway into an open field to the west perpetuating historical flows. During construction, it was discovered that that portion of the street curb, gutter, and cross gutter flow line elevation was designed approximately two feet lower than the adjacent open field grade. If left as designed and constructed, water would pond within the street up to two feet deep, thus making the street not passable to traffic. The design consultant has examined several different design options to correct the problem and provided a revised design to reconstruct approximately 525 feet of roadway, curb, gutter, and sidewalk such that the low point is removed.

The construction cost to correct this design error is approximately $216,200 (including a 15% contingency of $28,200). This amount will exceed the construction contract's Purchase Order amount by $192,000; therefore, staff is requesting City Council to approve the $192,000 Change Order to increase Hillcrest's Purchase Order to ensure the completion of the project. Because the contractor has completed the current contract work, it is important to approve the additional work so the contractor does not charge the City standby time in accordance with the Public Contract Code.

Additionally, due to the extended period of time required to manage, inspect, and administer the project, staff requests that an additional $40,000 be re-appropriated to the project. This brings the total amount to be re-appropriated to the project to $232,000.

Staff is continuing to work with the design consultant and the contractor to maximize the utility of the revised design. Staff, however, has notified the design consultant that the City intends to pursue full reimbursement of the additional construction and administrative costs that resulted from the consultant's design error.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to execute any subsequent `not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney, authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011, authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues, re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue), authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724), and authorize the City

Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. in the form attached hereto on behalf of the Community Redevelopment Agency. *This alternative will allow for the completion of much needed improvements.*

2. Do not authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney, do not authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011, do not authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues, do not re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue), do not authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724), and do not authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. in the form attached hereto on behalf of the Community Redevelopment Agency. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue project construction phase by Hillcrest Contracting, Inc. was funded with RDA 2007 Tax Allocation Bonds (TABS) funds as budgeted in Fiscal Year 2010-2011. An increase of $192,000 is requested to increase the Purchase Order (No. 39327) for Hillcrest Contracting, Inc. to cover the cost of reconstructing a portion of the vertical realignment due to a design error. Also, staff requests that an additional $40,000 be re-appropriated to the project in order to continue managing, inspecting, and administrating the project. This brings the total amount to be re-appropriated from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue) to $232,000, which represents a 10.6 percent increase to the current project budget. The total final construction cost will be determined upon completion of the project. The fiscal impact to the SR-60 / Nason Street Overcrossing Bridge project due to the re-appropriation is expected to be negligible, as staff believes that this project is adequately funded. The City Council has previously approved the Capital Improvement Project Budget funding for the Day Street from Alessandro Boulevard to Cottonwood Avenue Improvements project and it cannot be utilized for operational activities. There is no impact on the General Fund.

AVAILABLE BUDGETED FUNDS (ACCOUNT NO. 897.91724):

Fiscal Year 2010-2011 Budget	$2,181,377
Fiscal Year 2010-2011 Re-appropriation Request	**$232,000**
Fiscal Year 2009-2010 Available Budgeted Funds	$2,413,377

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	$20,000
Right of Way	$40,000
Existing PO No. 35423 for Hillcrest	$1,912,600
Increase in PO No. 35423 for Hillcrest (incl. 15% contingency)	$192,000
Construction Geotechnical Services	$25,000
Construction Survey Services	$43,400
Construction Inspection Services	$22,000
Project Administration and City Inspection	$120,000
Miscellaneous Costs	$10,000
Total Estimated Construction Related Costs	$2,385,000

ANTICIPATED PROJECT SCHEDULE

Begin Construction	July 2010
Complete Construction	April 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hillcrest Contracting, Inc. has been constructing the roadway improvements on the Day Street between Alessandro Boulevard and Cottonwood Avenue project. The improvements have included street, signing, striping, waterline, utility relocation, and other related road improvements. Due to a design error causing approximately 525 feet of roadway to require vertical realignment, staff is requesting City Council to approve the Change Order to increase Hillcrest's Purchase Order by $192,000. Staff also requests that an additional $40,000 be re-appropriated to the project in order to

continue managing, inspecting, and administrating the project. This brings the total amount to be re-appropriated to the project to $232,000.

NOTIFICATION

Local residents, law enforcement, the Fire Department, and the school district will be notified of the extended construction time frame. Construction notification signs have been installed to notify commuters, businesses, and residents of the construction work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Change Order to the Purchase Order Form

Prepared By:
Lorenz R. Gonzales, P.E.
Senior Engineer

Department Head Approval:
Barry Foster
Economic Development Director

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Michele Patterson
Redevelopment & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\CC Reports\CO Staff Report (CC 02-22-11)\Staff Report - CO to increase PO (CC 022211) Final.doc

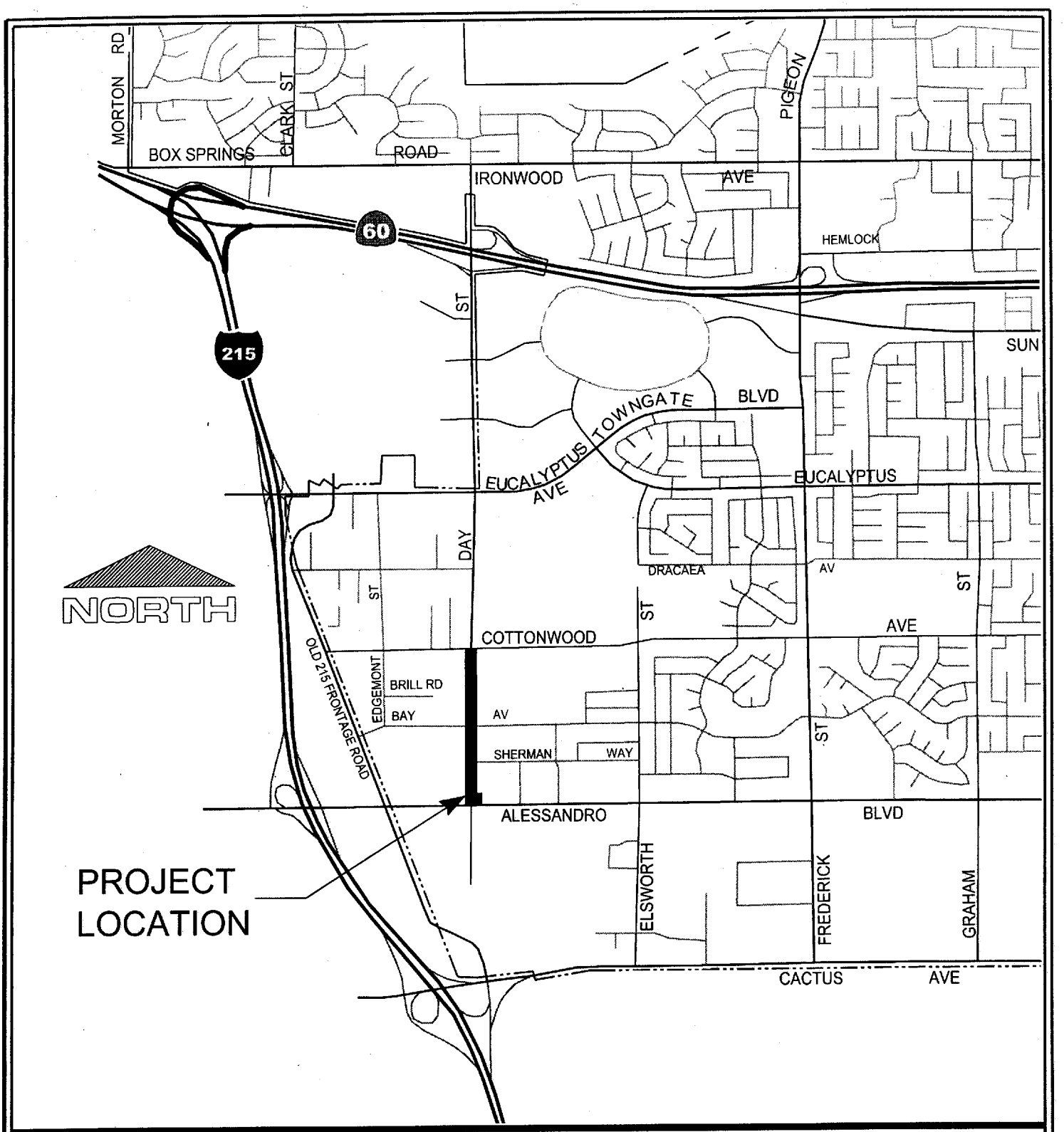

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

DAY STREET ROADWAY IMPROVEMENTS
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920

Date: 09 Feb 11 - 10:37 am
File: W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\Design Phase\AutoCAD & PDFs\Location Map\FEB_2011_MAP.dwg
User: despoia

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MV00094375

CHANGE ORDER FORM

CITY OF MORENO VALLEY, CA

TODAY'S DATE:	**2/9/11**	**VENDOR NAME:**	Hillcrest Contracting, Inc.
		VENDOR NO.#	ORIGINAL PO NUMBER
		1718452	39327
	Project Number:	02-89266920	

DESCRIPTION OF NEEDED CHANGE **Note: If text does not fill across the row shorten the text (under 260 characters) and use two or more rows**	**COST** (use negative sign to reduce amount)
Change Order to increase PO # 39327 for additional costs for the vertical realignment of a section of Day Street south of Cottonwood Avenue for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue project.	$192,000.00

Notes:		**Change Order Sub Total from Above:**	$192,000.00
		Original P.O. and Prior Change Order Amount:	$1,912,608.76
		Revised Total Spend:	**$2,104,608.76**

Signatures below are based on the total accumulated expenditure amount of original PO and all subsequent change orders (Revised Total Spend).		**Percentage Split** (to split, fill in % amounts below to equal 100%)	**Business Unit and Expenditure Code** (e.g. 31510.6221.225) **Cannot split between fund numbers**	**Split Amounts**
Requested by:	Date:			
Divison Manager ($15k)	Date:	100.0%	897.91724.7200	$2,104,608.76
Department Head ($30K)	Date:			
Financial & Admin. Svcs. Director ($50K)	Date:			
City Manager ($100K)	Date:			
Purchasing Manager's Signature:		**100.0%**	Split Allocated Total Spend:	$2,104,608.76

V 1.4

Attachment "B"

Budget Appropriation Adjustment Form

1 Date: February 9, 2011
2 Department: Public Works
3 Division: Captial Projects Division

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
www.moval.org

4 ***Type of Adjustment:***

5 ○ A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
6 Required Signatures: 1: City Council

7 ○ B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

9 ○ C) Transfers between Funds & Departments (no net budgetary impact)
10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

Council Action Date

11 ○ D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager

Council Action No.

13 ◉ E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

15 ○ Revenue ◉ Fund Balance

16 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
17					$0	
18					$0	
19					$0	
20					$0	
21	TOTAL		$0	$0	$0	

22 ***Expense***

23 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
24 897	91724	7200	$2,181,377	$232,000	$2,413,377	Funds are needed for the reconstruction of approximately 525 feet of roadway, curb, gutter, and sidewalk to convey prevailing surface runoff within the roadway into an open field to the west. The SR-60/Nason Overcrossing is adequately funded.
25 897	91728	7200	$3,152,612	($232,000)	$2,920,612	
26					$0	
27					$0	
28	TOTAL		$5,333,989	$0	$5,333,989	

29 ***Transfer OUT (From)***

30 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
31		6923			$0	
32		6923			$0	
33	TOTAL		$0	$0	$0	

34 ***Transfer IN (To)***

35 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
36		4701			$0	
37		4701			$0	
38	TOTAL		$0	$0	$0	

39 Prepared by: Requestor	LW Linda Wilson	Extension: 3132	Date: 02/09/11
40 Authorization: Department Head		Extension:	Date:
41 Approval as to Funds: Budget Officer		Extension:	Date:
42 Authorization: Fin. & Admin. Svcs. Dir.		Extension:	Date:
Authorization: City Manager		Extension:	Date:

Item No. A.10

MV00094377

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: February 22, 2011

TITLE: PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D, Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements.

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On August 24, 2010 the City Council of the City of Moreno Valley approved the Cooperative Agreement between the District, the City, and the Developer for certain master drainage plan storm drain facilities. The improvements consist of construction of the following storm drain lines: Line F, Stage 3; Line D; Line D-5; Line D-6; and Line F Sinclair Street Storm Drain.

Recently, the Developer met with the District and the City to propose that the agencies allow for a partial reduction of the Faithful Performance Bond when the drainage facilities are substantially complete rather than at completion as per the original terms of the Cooperative Agreement. All three parties are in agreement to the proposed change. The District has scheduled Amendment No. 1 to the Cooperative Agreement for their Board of Supervisors Meeting on February 15, 2011 in advance of the February 22, 2011 City Council meeting.

DISCUSSION

The City is holding a Faithful Performance Bond and Material and Labor Bond on behalf of the District for their master plan drainage facilities. Both the District and the City agree that the master plan drainage facilities are substantially complete. Prior to the partial bond reduction, the City will ensure that ten-percent of the total Faithful Performance Bond will remain in place to serve as warranty of the improvements. Therefore, the City agrees to the proposed Amendment No. 1 to the Cooperative Agreement which will revise Section I.7 to allow the reduction of the Faithful Performance Bond when the master plan drainage facilities are substantially complete.

ALTERNATIVES

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D, Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement

contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

2. Do not approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D, Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements. Do not authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors. *Not approving staff's recommendation would result in waiting until the master plan drainage facilities are completed entirely before granting a Faithful Performance Bond reduction.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" – Location Map
Exhibit "C" – Amendment No. 1 to the Cooperative Agreement (Original Pending)
Exhibit "D" – Cooperative Agreement with Exhibits

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\2-22-11 - PA07-0090 - PM 35629 - Highland Fairview Amendment No. 1 to the Cooperative Agreement for Line F et al.doc

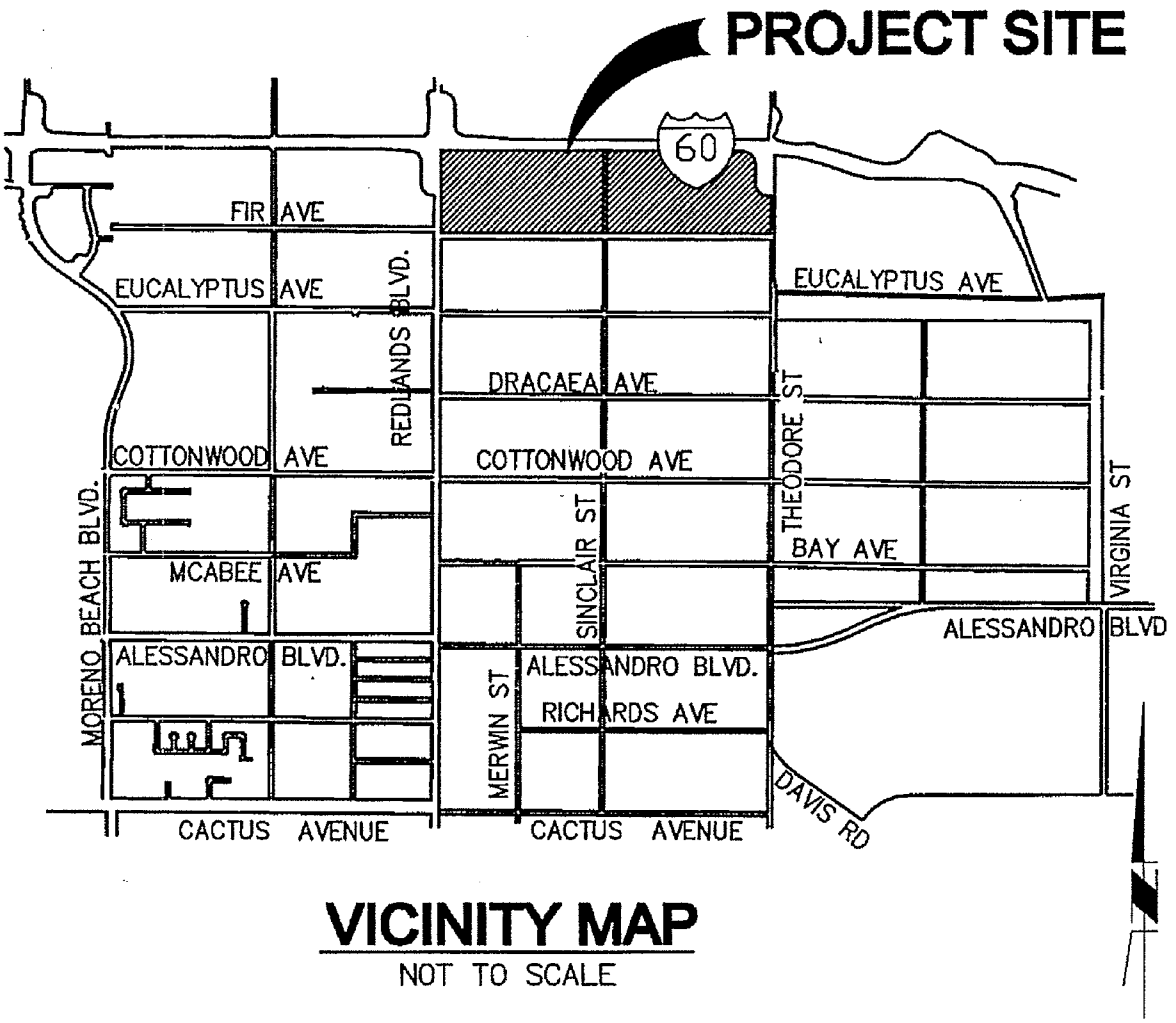

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **VICINITY MAP**

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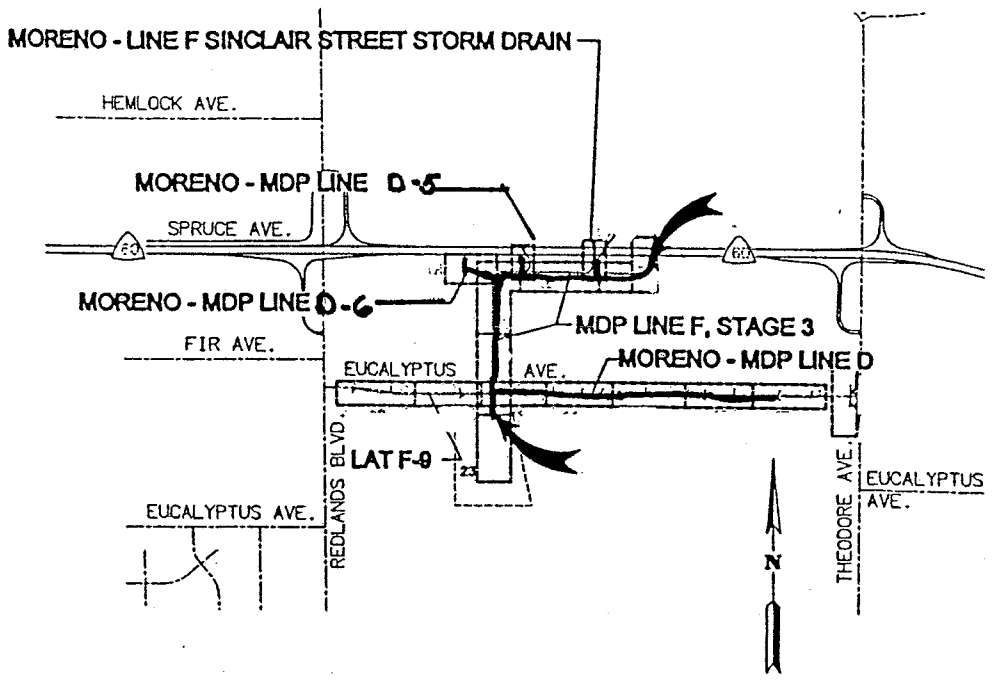

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT Exhibit "B"	PA07-0090 LOCATION MAP

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MV00094385

COOPERATIVE AGREEMENT

Moreno MDP Line F, Stage 3
Moreno MDP Line D
Moreno MDP Line D-5
Moreno MDP Line D-6
Moreno – Line F Sinclair Street Storm Drain
(Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743)
(Parcel Map No. 35629)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY", and HF LOGISTICS-SKX T1, LLC, a Delaware limited liability company, HF LOGISTICS-SKX T2, LLC, a Delaware limited liability company, HIGHLAND FAIRVIEW PARTNERS I, a California general partnership, HIGHLAND FAIRVIEW PARTNERS II, a California general partnership, HIGHLAND FAIRVIEW PARTNERS III, a California general partnership, and HIGHLAND FAIRVIEW PARTNERS IV, a California general partnership, hereinafter together called "DEVELOPERS", hereby agree as follows:

RECITALS

A. DEVELOPERS have submitted for approval Parcel Map No. 35629 in the City of Moreno Valley and as a condition for approval DEVELOPERS must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPERS' planned development; and

B. The required flood control facilities include construction of approximately 5,116 lineal feet of underground storm drain system, hereinafter called "DISTRICT DRAINAGE FACILITIES, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

Exhibit "C"

C. Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of inlets, catch basins, laterals and connector pipes located within CITY'S right of way, hereinafter called "APPURTENANCES". Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

D. DEVELOPERS and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore, DISTRICT must review and approve DEVELOPERS' plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

E. DEVELOPERS and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must review and approve DEVELOPERS' plans and specifications and subsequently inspect the construction of PROJECT; and

F. DISTRICT is willing to (i) review and approve DEVELOPERS' plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided DEVELOPERS (i) comply with this Agreement, (ii) pay DISTRICT the amounts specified herein to cover DISTRICT'S plan review and construction inspection costs, (iii) construct PROJECT in accordance with plans and specifications approved by DISTRICT and CITY, (iv) obtain all necessary permits, regulatory permits, licenses and rights of entry as set forth herein, (v) accept ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts

ownership and responsibility for the operation and maintenance of APPURTENANCES, and (vi) obtain and convey to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein; and

G. CITY is willing to (i) review and approve plans and specifications prepared by DEVELOPERS for PROJECT, (ii) inspect the construction of APPURTENANCES, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPERS for DISTRICT DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, (v) consent to the recordation and conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPERS as provided herein, and (vi) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

DEVELOPERS shall:

1. Prepare PROJECT plans and specifications, as shown in DISTRICT Drawing No. 4-1007 hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and CITY standards, and submit to DISTRICT and CITY for their review and approval.

2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS, the review and approval of all right of way and conveyance documents, and with the processing and administration of this Agreement. Additionally, deposit

with CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY'S costs associated with the review of IMPROVEMENT PLANS, the review and approval of all right of way and conveyance documents, and with the processing and administration of this Agreement.

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT DRAINAGE FACILITIES construction as set forth in Section I.8., the estimated cost of providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES to be inspected, operated and maintained by DISTRICT. Additionally, deposit with CITY (Attention: Public Works/Land Development), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8., the estimated cost of providing construction inspection in an amount as determined and approved by CITY in accordance with the most recent City Code and Fee Resolution of CITY, including any amendments thereto.

4. [This Section Intentionally Left Blank.]

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPERS shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient evidence of DEVELOPERS having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT.

6. Furnish DISTRICT with copies of all permits, approvals or agreements required by any Federal or State resource and/or regulatory agency for the construction, operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Game and State Water Resources Control Board.

7. Provide CITY, prior to providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a faithful performance bond in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and a material and labor payment bond in the amount of fifty percent (50%) of the estimated cost for construction of the DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time the faithful performance bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, and the Material and Labor security will be released after a period of ninety (90) days if there are no liens against the project for payment of materials or labor.

8. Notify DISTRICT in writing (Attention: Administrative Services Section), at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE FACILITIES for any reason whatsoever, until DISTRICT has issued to DEVELOPERS a written Notice to Proceed authorizing DEVELOPERS to commence construction of DISTRICT DRAINAGE FACILITIES.

9. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPERS' property where necessary and convenient for the purpose of gaining

access to, and performing inspection service for, the construction of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, respectively, as set forth herein.

10. Obtain and provide DISTRICT, at the time of providing written notice to DISTRICT of the start of construction of DISTRICT DRAINAGE FACILITIES as set forth in Section I.8., with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, as shown in concept shaded in green on Exhibit "B" attached hereto and made a part hereof. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the corresponding license number and license classification of each. At such time, DEVELOPERS shall further identify in writing their designated superintendent for DISTRICT DRAINAGE FACILITIES construction.

13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a construction schedule which shall show the order and dates in which the DEVELOPERS or DEVELOPERS' contractor proposes to carry on

the various parts of work, including estimated start and completion dates. As construction of DISTRICT DRAINAGE FACILITIES progresses, DEVELOPERS shall update said construction schedule as requested by DISTRICT.

14. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign their ownership to DISTRICT at the time DISTRICT approves and signs said final mylar IMPROVEMENT PLANS, and prior to the start of DISTRICT DRAINAGE FACILITIES construction.

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

16. Comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for DEVELOPERS' and DISTRICT employees on the site.

17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a confined space entry procedure specific to DISTRICT DRAINAGE FACILITIES. The procedure shall comply with requirements contained in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and DISTRICT Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

18. During the construction period of DISTRICT DRAINAGE FACILITIES, provide Workers' Compensation Insurance in an amount required by law. A certificate of said insurance policy shall be provided to DISTRICT, the County of Riverside and CITY at the time of providing written notice pursuant to Section I.8.

19. Commencing on the date notice is given pursuant to Section I.8. and continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for operation and maintenance:

(a) Provide and maintain or cause its contractor(s) to provide and maintain comprehensive liability insurance coverage which shall protect DEVELOPERS from claim from damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from DEVELOPERS' construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by DEVELOPERS, by any of its contractors, subcontractors, or by anyone employed directly or indirectly by any of them. Such insurance shall name DISTRICT, the County of Riverside and CITY as additional insureds with respect to this Agreement and the obligations of DEVELOPERS hereunder. Such insurance shall provide for limits of not less than two million dollars ($2,000,000) per occurrence.

(b) Cause its insurance carrier(s) or its contractor's insurance carrier(s), who shall be authorized by the California Department of Insurance to transact the business of insurance in the State of California, to furnish DISTRICT, the County of Riverside and CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with certificate(s) of insurance and applicable policy endorsements showing that such insurance is in full force and

effect and that DISTRICT, the County of Riverside and CITY are named as additional insureds with respect to this Agreement and the obligations of DEVELOPERS hereunder. Further, said certificate(s) shall state that the issuing company shall give DISTRICT, the County of Riverside and CITY sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificate(s). In the event of any such cancellation, termination, non-renewal or reduction in coverage, DEVELOPERS shall, forthwith, secure replacement insurance meeting the provisions of this paragraph.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section IV.3.

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

21. Accept sole responsibility for the adjustment of all DISTRICT DRAINAGE FACILITIES' manhole rings and covers located within DISTRICT EASEMENTS which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

22. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES.

23. Upon completion of PROJECT construction, and upon acceptance by CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT flood control easement(s), including ingress and egress, in a form approved by DISTRICT, for the rights of way as shown in concept shaded in green on Exhibit "B".

24. [This Section Intentionally Left Blank.]

25. At the time of recordation of the conveyance document(s) as set forth in Section I.23.(ii), furnish DISTRICT with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

26. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and responsibility for operation and maintenance of APPURTENANCES. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and

responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

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

28. Upon completion of construction of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, DEVELOPERS' civil engineer of record or construction civil engineer of record, duly registered in the State of California, shall provide DISTRICT a redlined "record drawing" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing" drawings, DEVELOPERS' engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the original IMPROVEMENT PLANS "RECORD DRAWING".

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

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of DISTRICT DRAINAGE FACILITIES construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.

3. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPERS pursuant to Section I.10.

5. Inspect DISTRICT DRAINAGE FACILITIES construction.

6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.

7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPERS. If the deposit, as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPERS the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPERS shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT acceptance of PROJECT construction as being complete, (ii) recordation of all conveyance documents described in Section I.23., and (iii) acceptance by CITY of all necessary street rights of way as deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT.

9. Provide CITY with a reproducible duplicate copy of "as-built" IMPROVEMENT PLANS upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Accept the CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPERS as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect construction of APPURTENANCES.

4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPERS pursuant to this Agreement.

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

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

SECTION IV

It is further mutually agreed:

1. All work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

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

3. DEVELOPERS shall complete construction of DISTRICT DRAINAGE FACILITIES within twelve (12) consecutive months after execution of this Agreement and within one hundred eighty (180) consecutive calendar days after commencing work on

DISTRICT DRAINAGE FACILITIES. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPERS to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPERS' surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. DEVELOPERS shall not request DISTRICT to accept any portion or portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of APPURTENANCES prior to the completion of PROJECT construction.

5. DISTRICT shall endeavor to issue DEVELOPERS a Notice to Proceed within twenty (20) days of receipt of DEVELOPERS' complete written notice as set forth in Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPERS wish to expedite issuance of a Notice to Proceed, DEVELOPERS may elect to furnish an independent qualified construction inspector at DEVELOPERS' sole cost and expense. DEVELOPERS shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPERS' initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars ($10,000.00), DISTRICT shall refund to DEVELOPERS up to eighty percent (80%) of DEVELOPERS' initial inspection deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars ($10,000.00) shall be retained on account.

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

7. DEVELOPERS shall indemnify and hold harmless DISTRICT and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPERS' (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPERS' indemnification requirements, DEVELOPERS shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such claim, proceeding or action without the prior consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPERS' indemnification obligations to DISTRICT or CITY.

DEVELOPERS' indemnification obligations shall be satisfied when DEVELOPERS have provided to DISTRICT and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPERS' obligations to indemnify and hold harmless DISTRICT and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the DEVELOPERS from indemnifying DISTRICT or CITY to the fullest extent allowed by law.

8. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other

breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

9. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

10. This Agreement is to be construed in accordance with the laws of the State of California.

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

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

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92552-0805
Attn: Public Works Director

HF LOGISTICS-SKX T1, LLC
14225 CORPORATE WAY
MORENO VALLEY CA 92553
Attn: Brian Hixson

HF LOGISTICS-SKX T2, LLC
14225 CORPORATE WAY
MORENO VALLEY CA 92553
Attn: Brian Hixson

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

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

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

15. DEVELOPERS shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPERS expressly understand and agree that they shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

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

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

//

//

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

OCT 0 5 2010.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By
Deputy

(SEAL)

Cooperative Agreement: TR 35629
KEC:blj
5/20/10

RECOMMENDED FOR APPROVAL:

By _____
Public Works Director/City Engineer

MLS

CITY OF MORENO VALLEY

By _____
Mayor

APPROVED AS TO FORM:

By _____
City Attorney

ATTEST:

City Clerk

By _____

(SEAL)

Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
KEC:blj
5/20/10

HIGHLAND FAIRVIEW PARTNERS I
a California general partnership

By _____
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS II
a California general partnership

By _____
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS III
a California general partnership

By _____
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS IV
a California general partnership

By _____
IDDO BENZEEVI, President

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
KEC:blj
5/20/10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6·1·10 (Date) before me, Lorinne J. Phillips, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Iddo Benzeevi (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/~~their~~ authorized capacity(~~ies~~), and that by his/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips (Signature of Notary Public)

LORINNE J. PHILLIPS
COMM #1888955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COOPERATIVE AGREEMENT

Document Date: 6·1·10 Number of Pages: 23 + EXH. A (4) EXH. B (8)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: IDDO BENZEEVI	Signer's Name: _____
☒ Corporate Officer — Title(s): PRES. & CEO	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER Top of thumb here	RIGHT THUMBPRINT OF SIGNER Top of thumb here

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HF LOGISTICS-SKX T1, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By:_____
IDDO BENZEEVI, President and Chief
Executive Officer

HF LOGISTICS-SKX T2, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC,
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By:_____
IDDO BENZEEVI, President and Chief
Executive Officer

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
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Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
KEC:blj
5/20/10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 6.1.10 (Date) before me, Lorinne J. Phillips Notary Public (Here Insert Name and Title of the Officer)

personally appeared Idda Benzeevi (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips (Signature of Notary Public)

LORINNE J. PHILLIPS
COMM #1888955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Cooperative Agreement

Document Date: 6.1.10 Number of Pages: 23 + EXH. A (11) EXH. B (8)

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Idda Benzeevi	Signer's Name:
☒ Corporate Officer — Title(s): Pres. & CEO	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
Right Thumbprint of Signer — Top of thumb here	Right Thumbprint of Signer — Top of thumb here

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Exhibit A

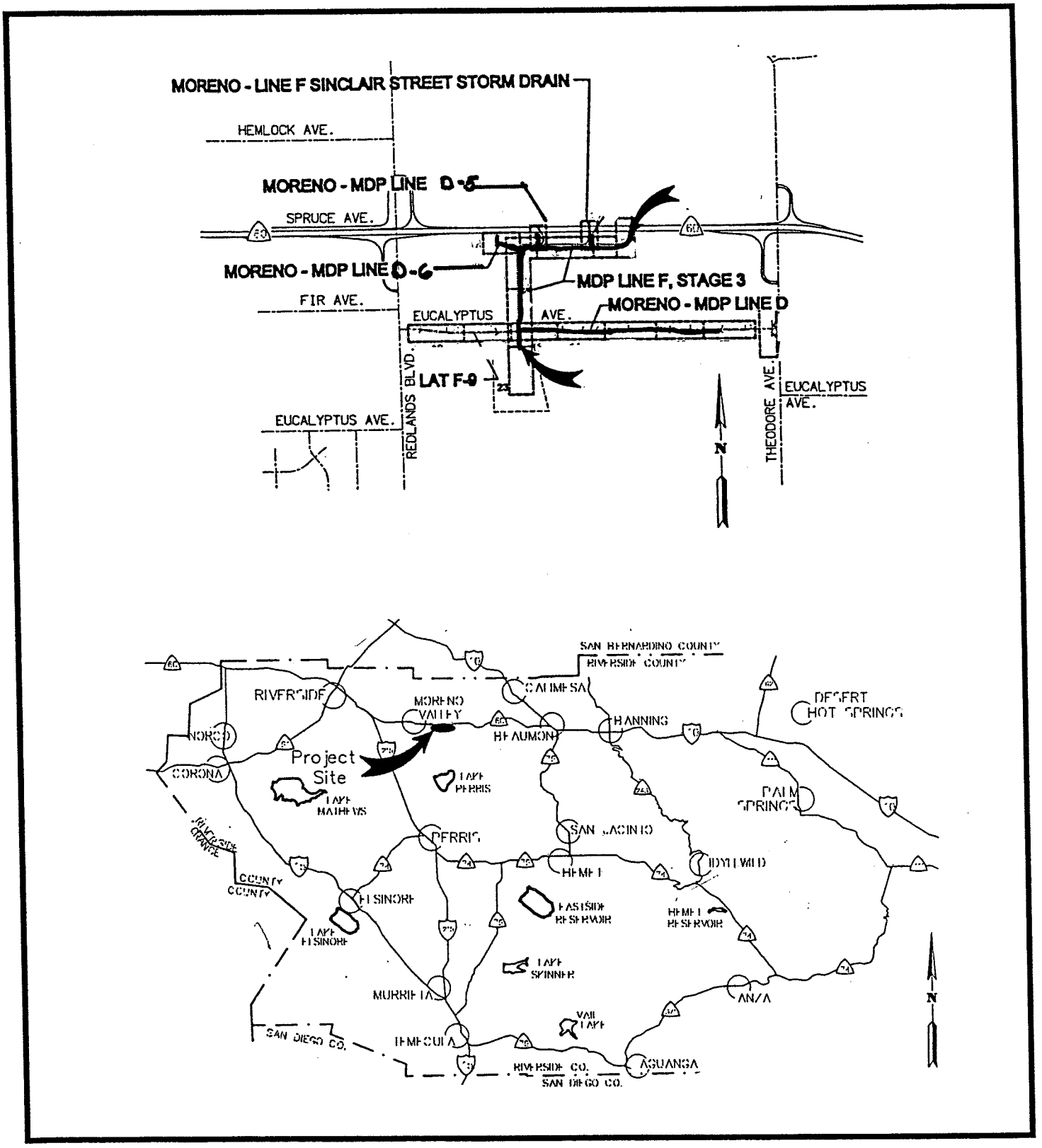

Cooperative Agreement
Parcel Map 35629
Project Numbers: 4-0-00752-03, 4-0-00749,
4-0-00741, 4-0-00742, 4-0-00743

Exhibit A

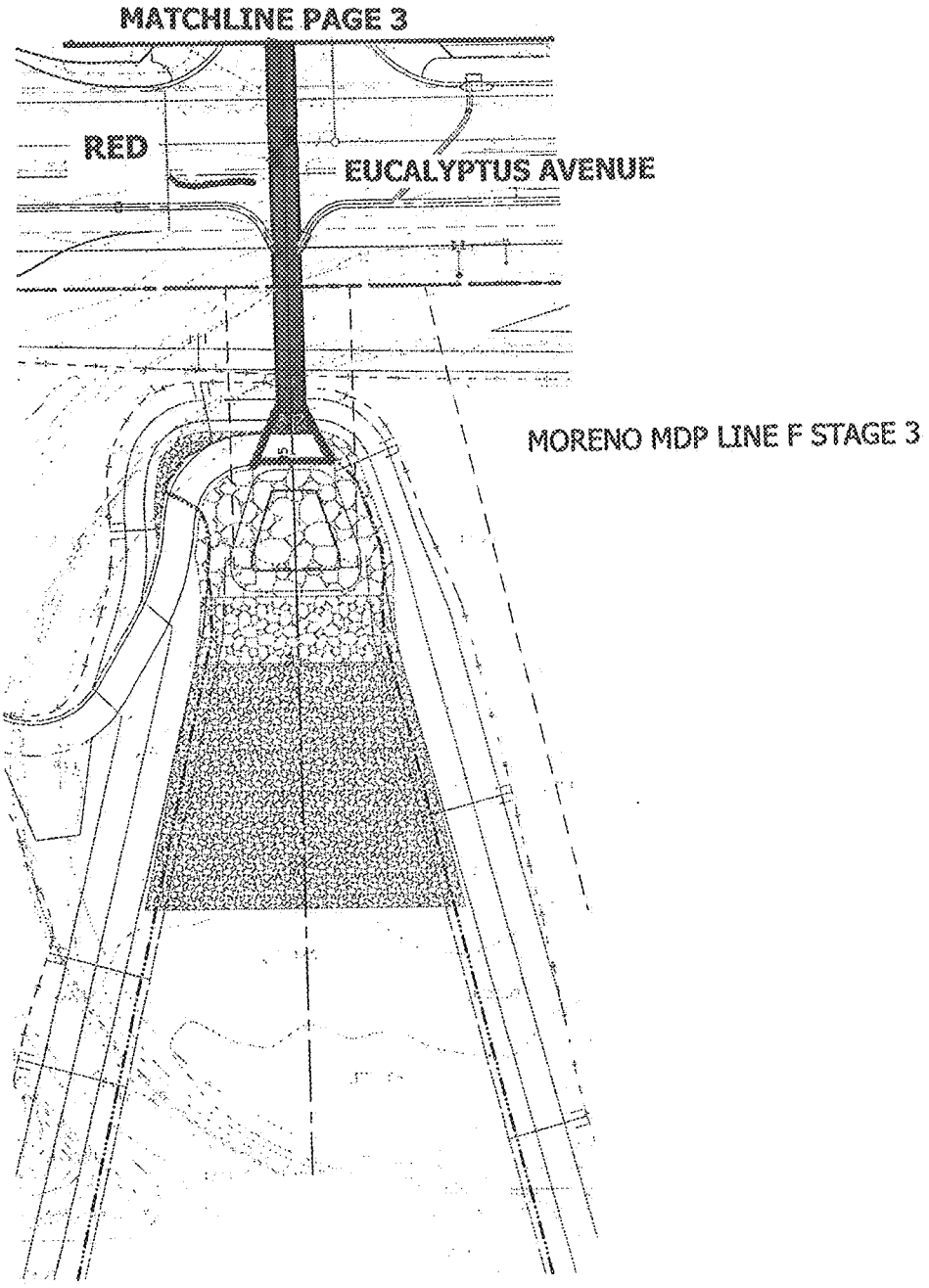
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RED
EUCALYPTUS AVENUE
MORENO MDP LINE F STAGE 3

Exhibit A

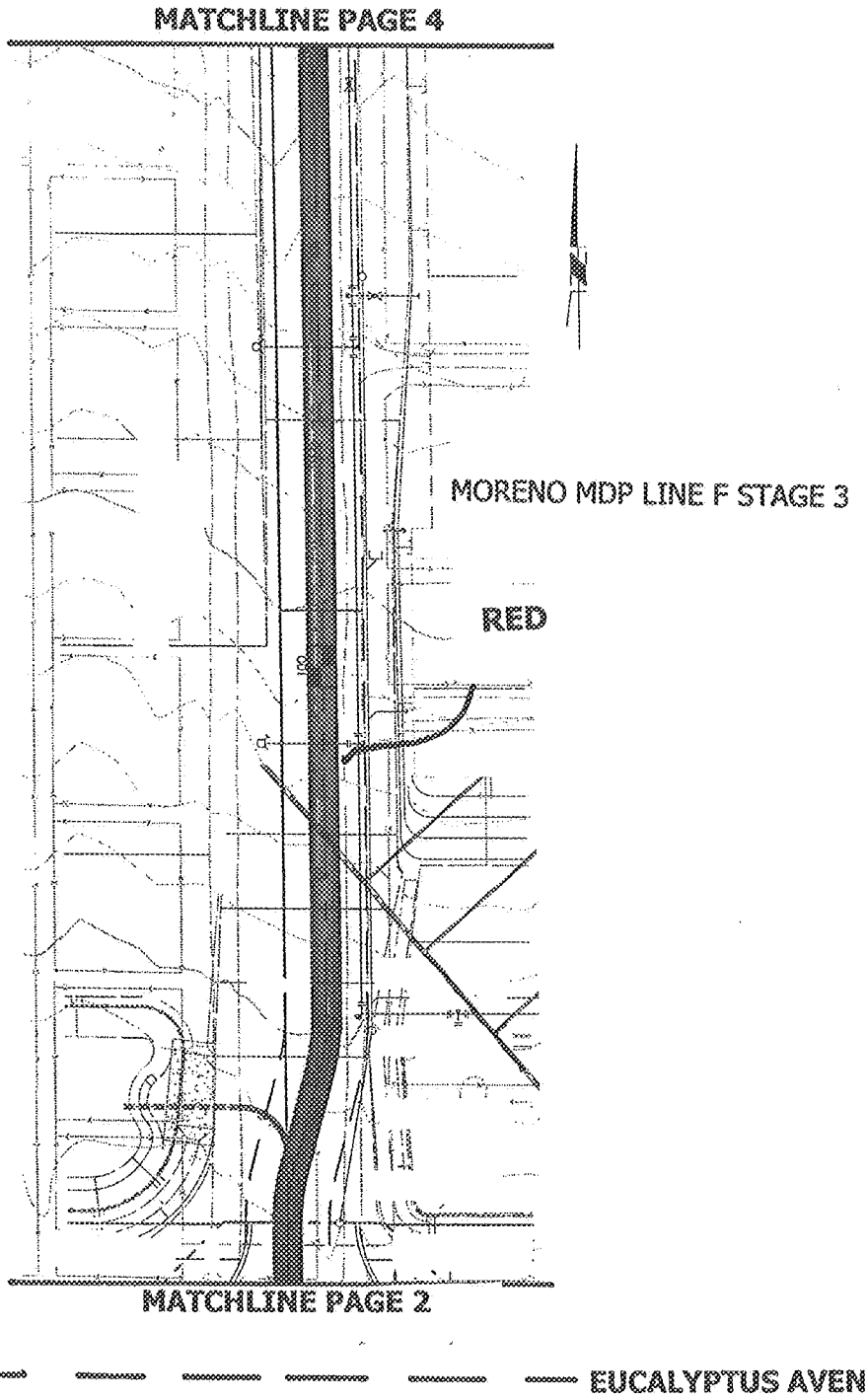
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MATCHLINE PAGE 2
EUCALYPTUS AVENUE

Exhibit A

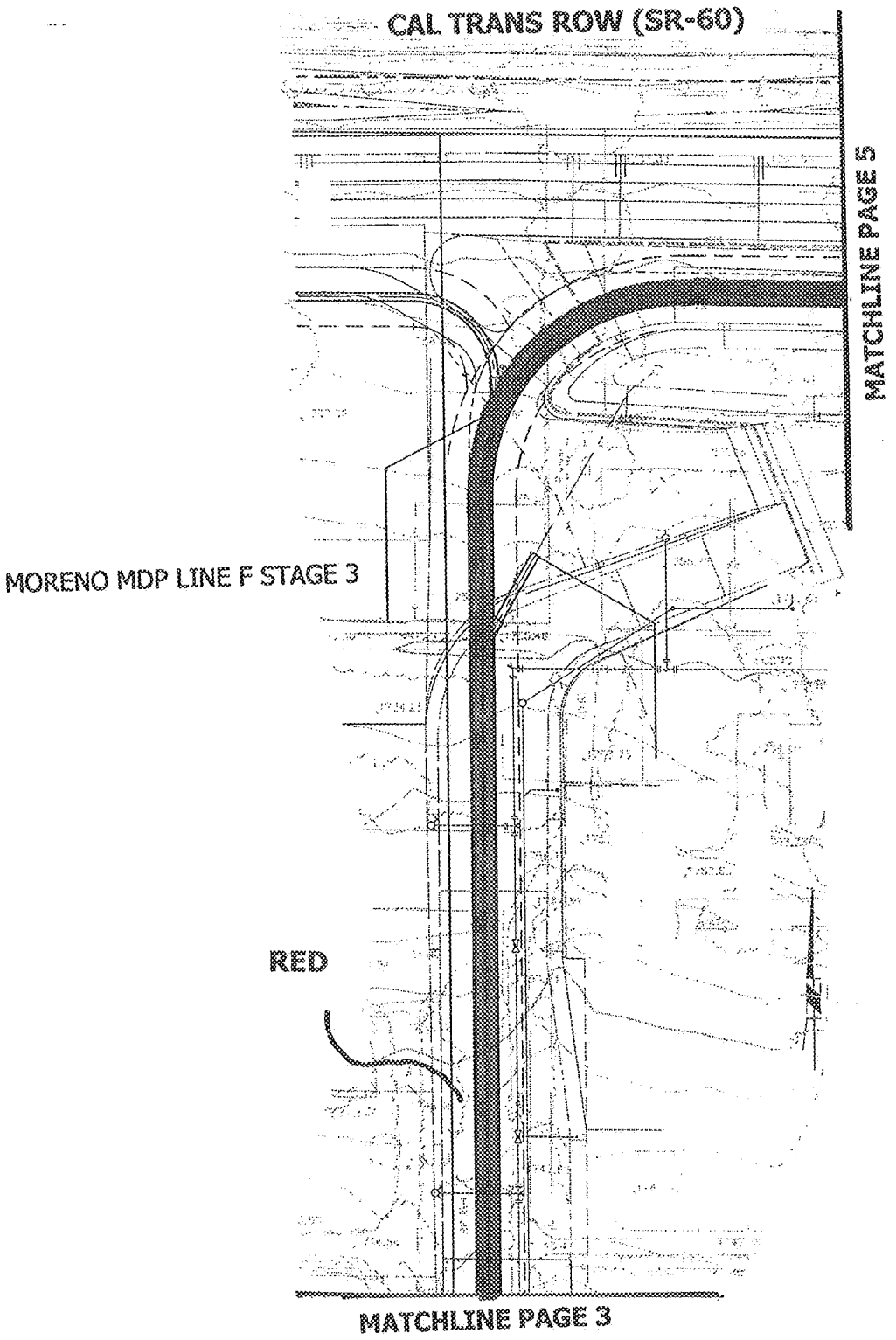
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MATCHLINE PAGE 5
MORENO MDP LINE F STAGE 3
RED
MATCHLINE PAGE 3

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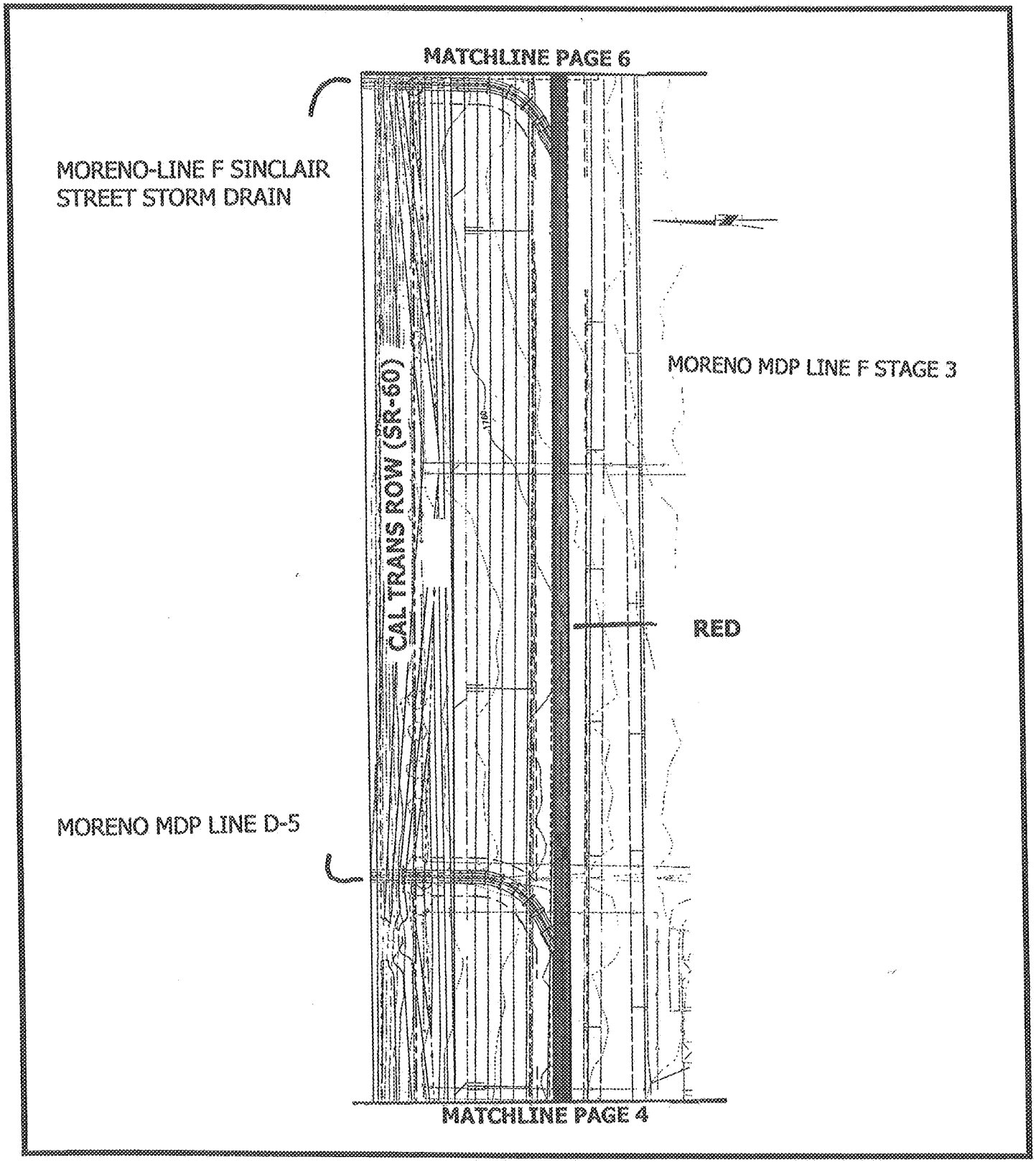
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MORENO MDP LINE F STAGE 3
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MORENO MDP LINE D-5
MATCHLINE PAGE 4

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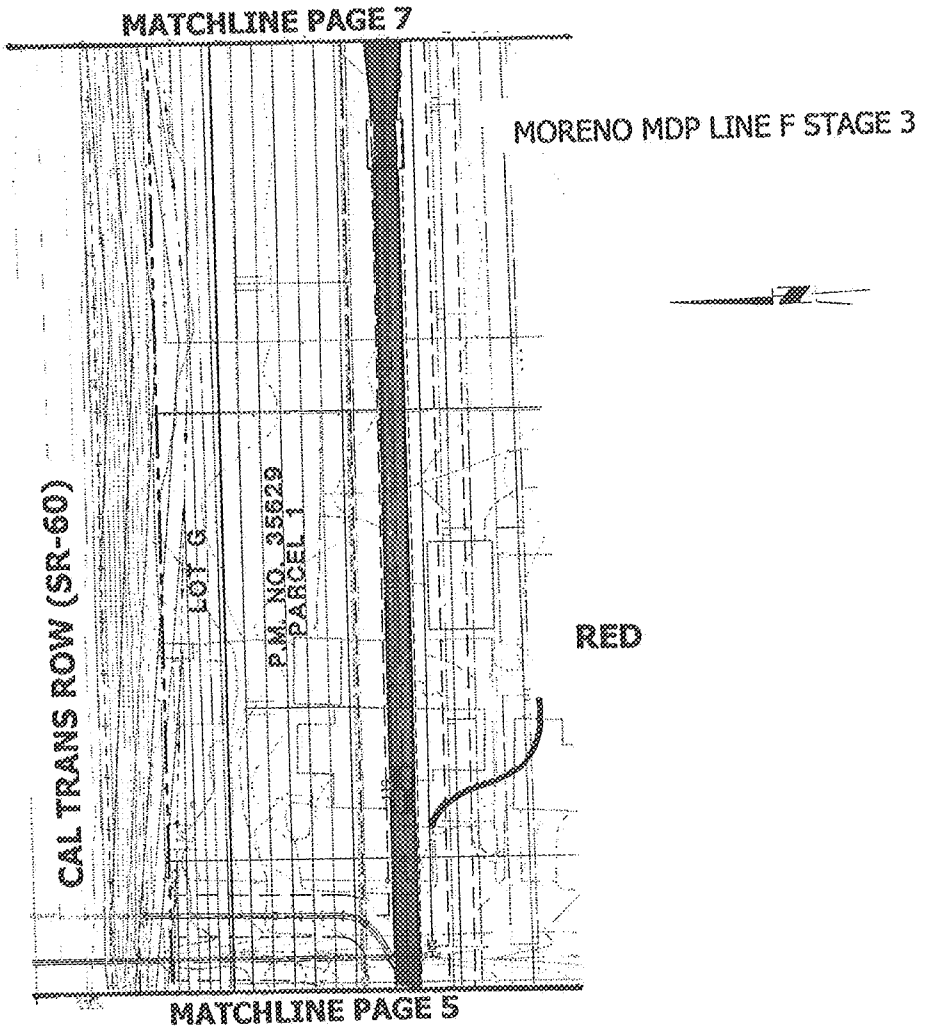
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P.M. NO. 35629
PARCEL 1
MORENO MDP LINE F STAGE 3
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MATCHLINE PAGE 5

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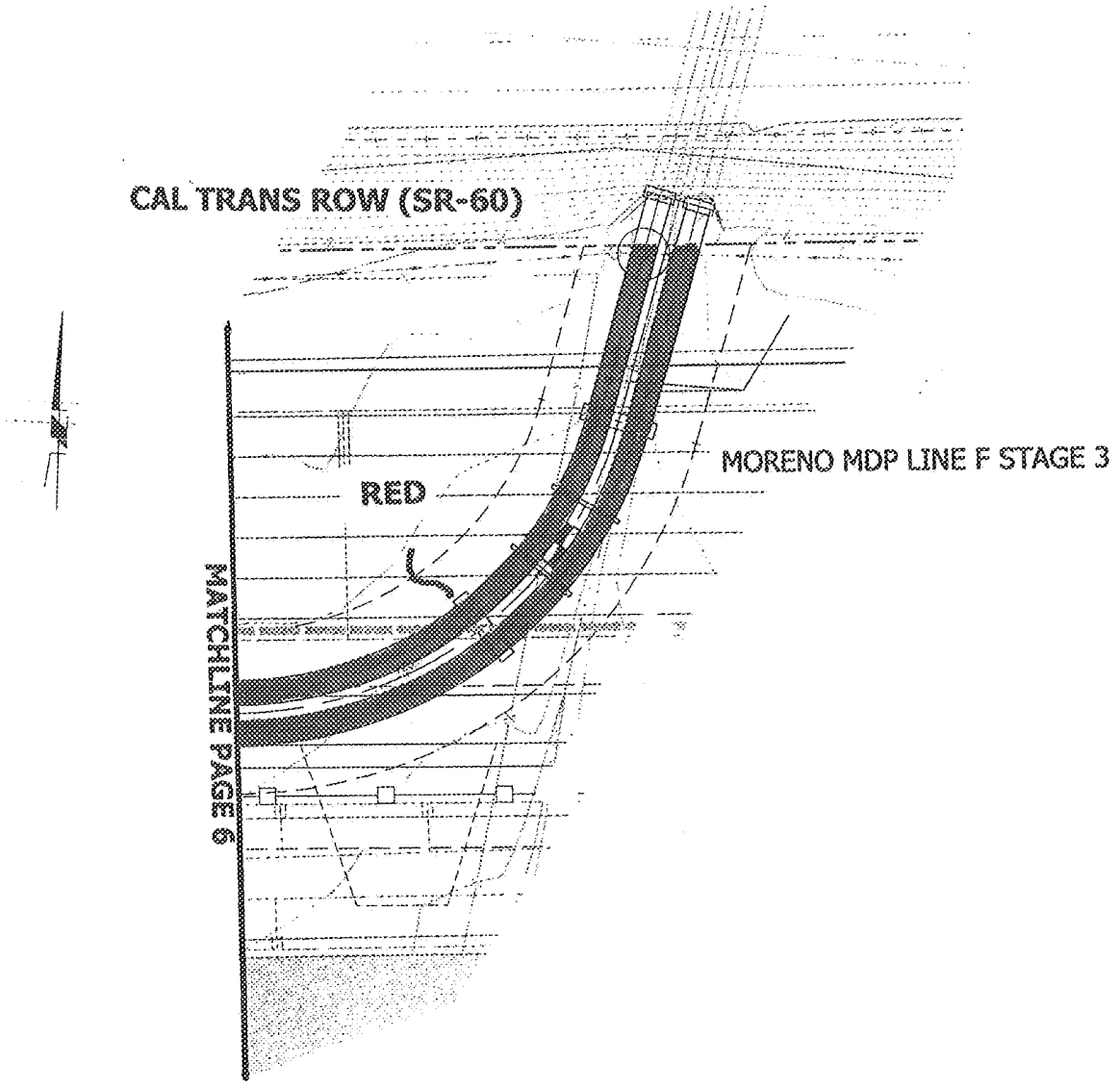
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MORENO MDP LINE F STAGE 3

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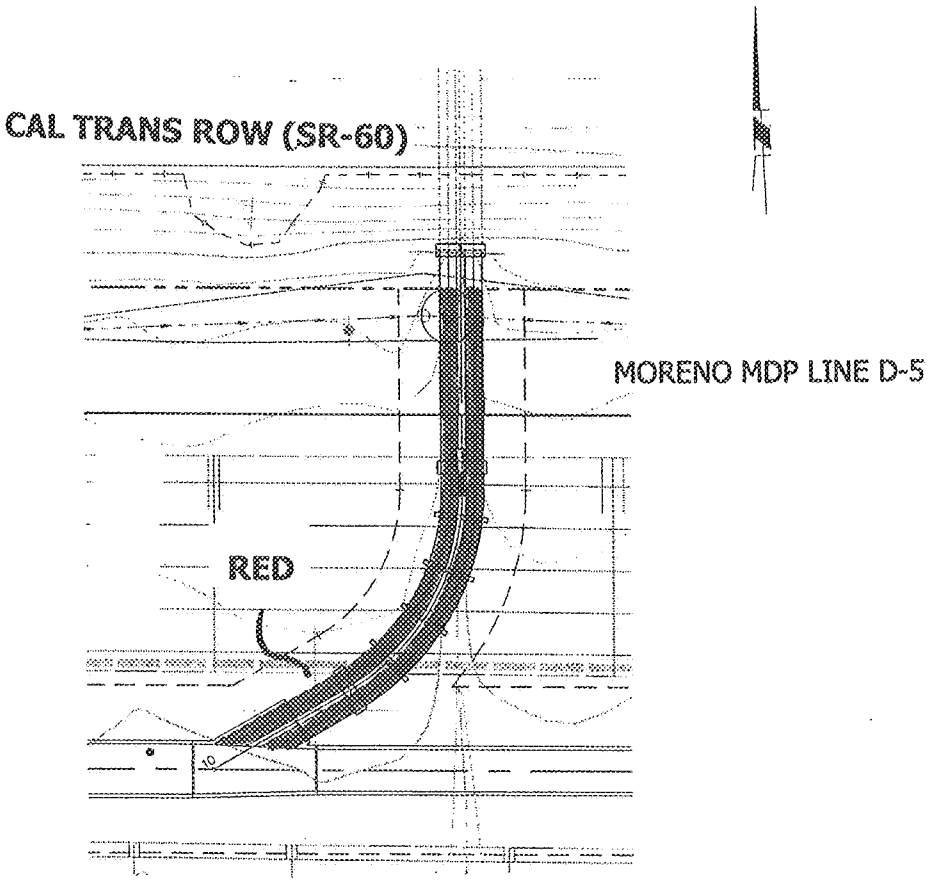

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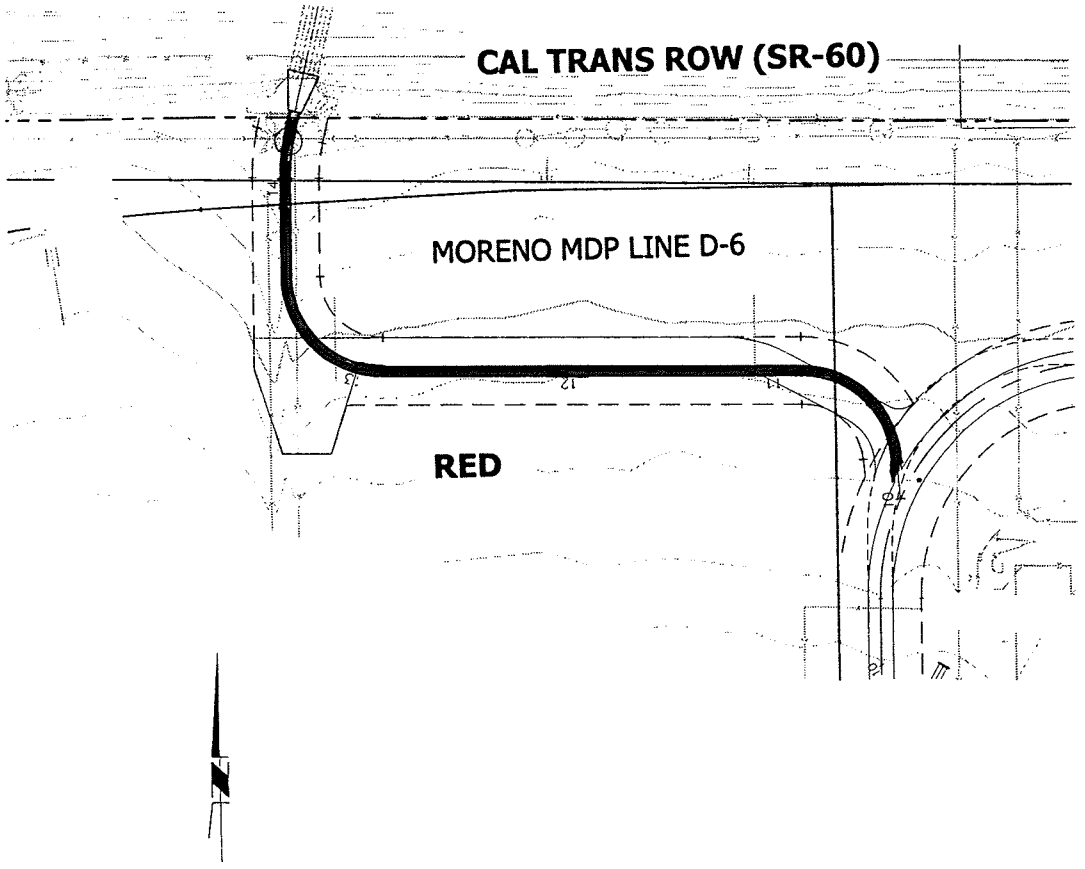

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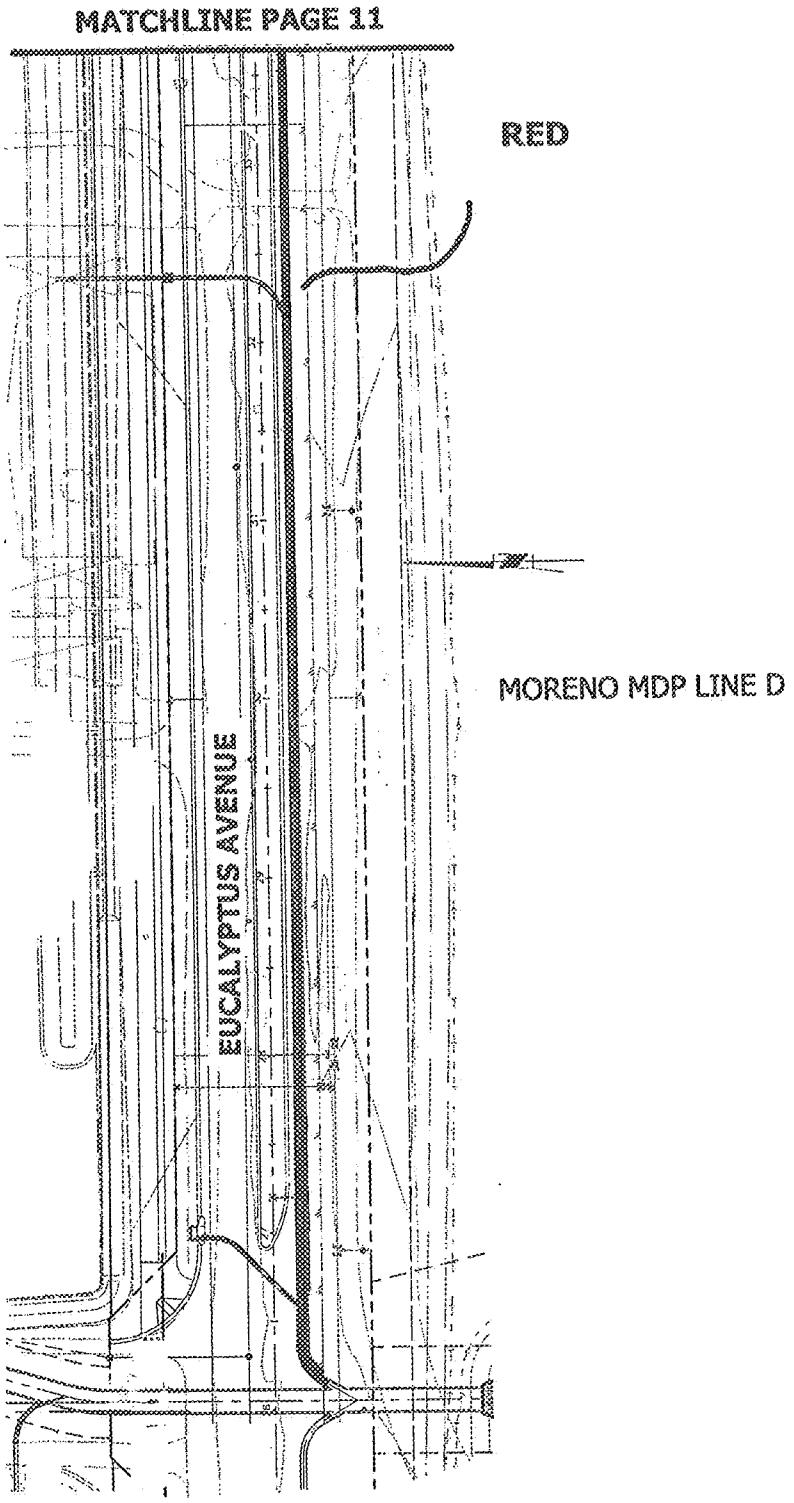

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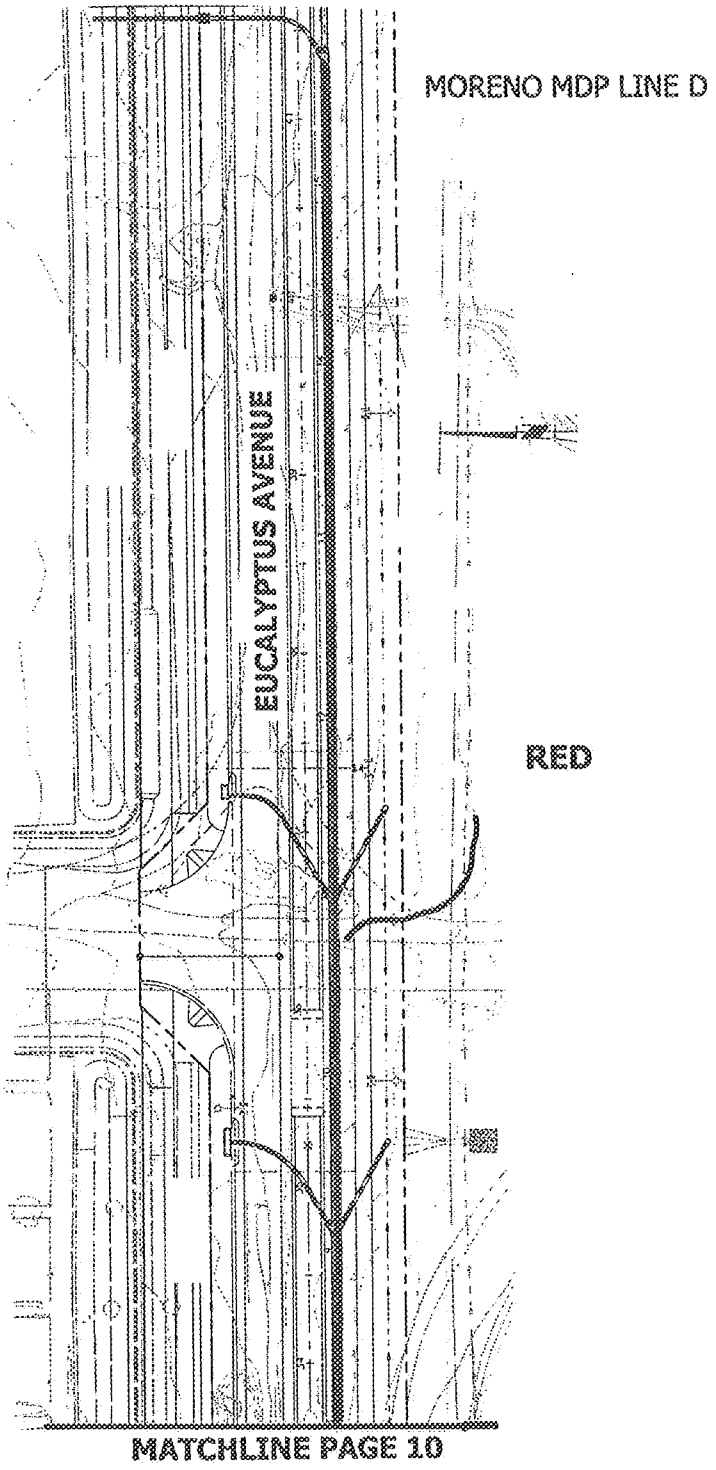

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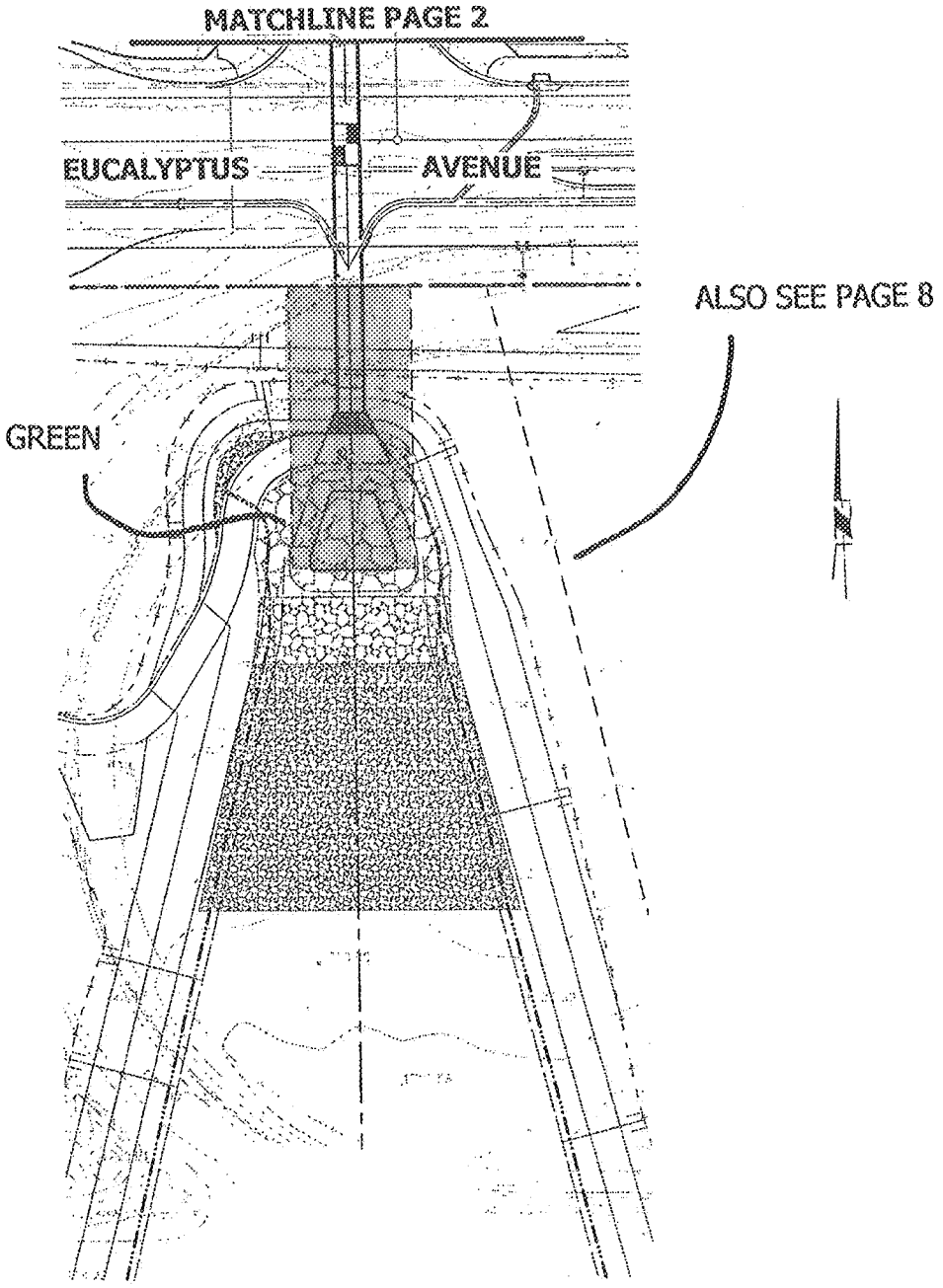

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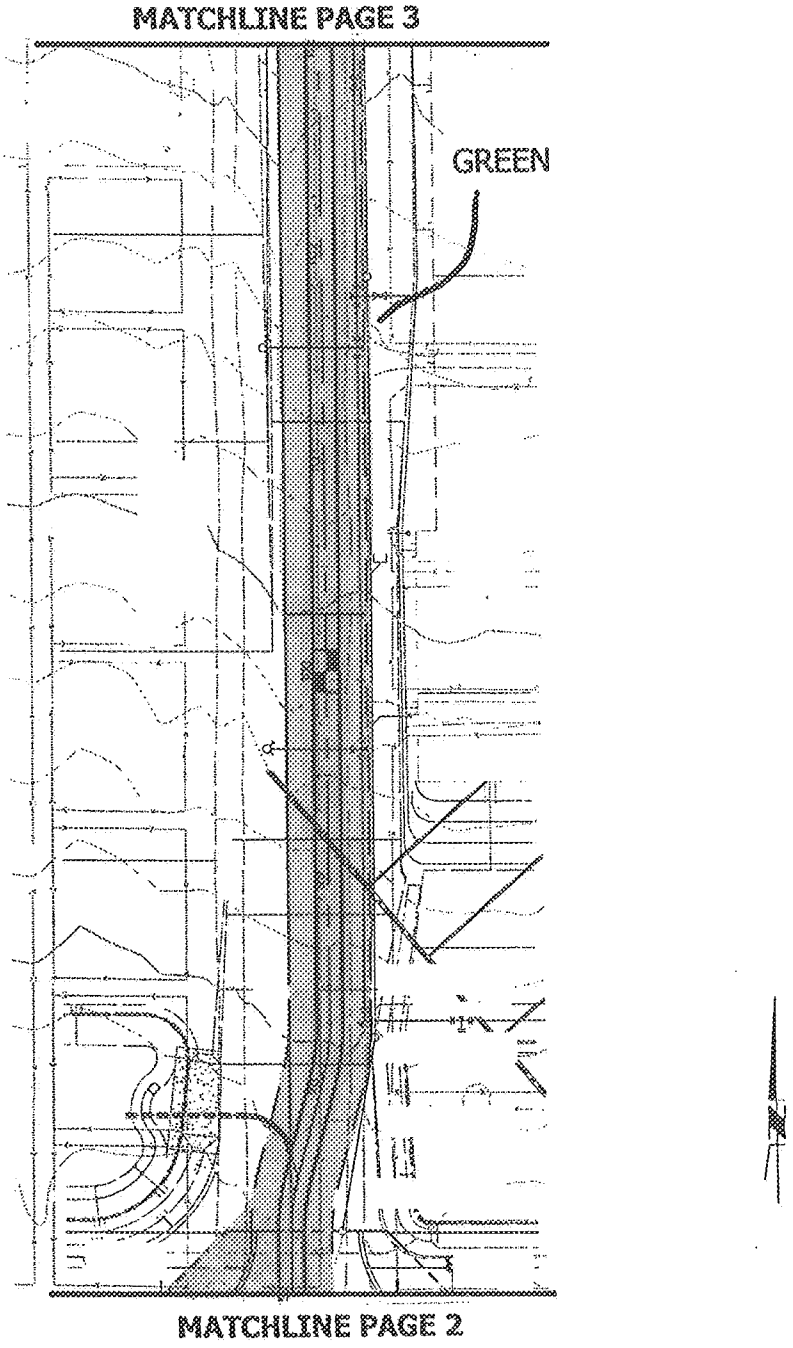

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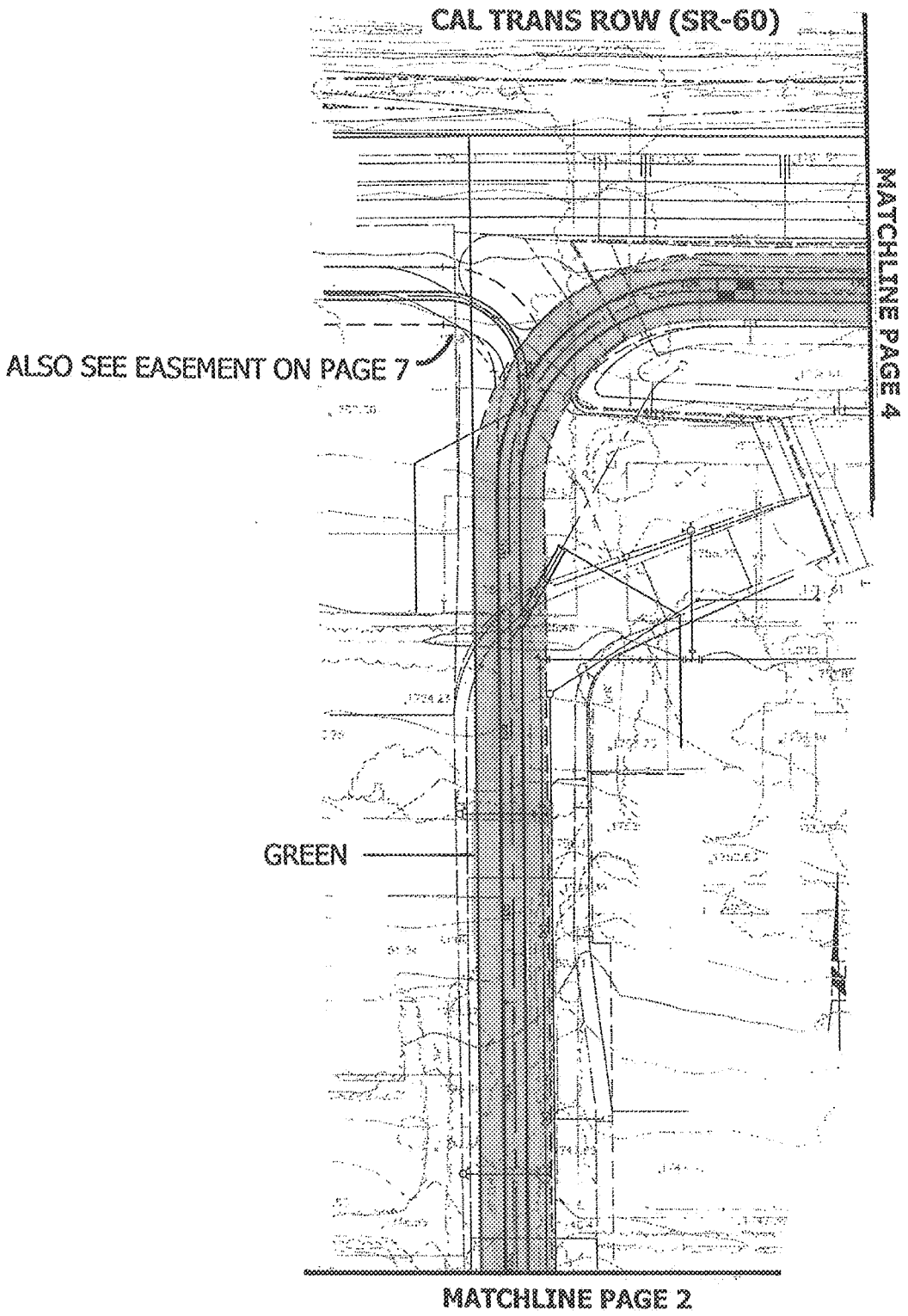
CAL TRANS ROW (SR-60)
MATCHLINE PAGE 4
ALSO SEE EASEMENT ON PAGE 7
GREEN
MATCHLINE PAGE 2

Exhibit B

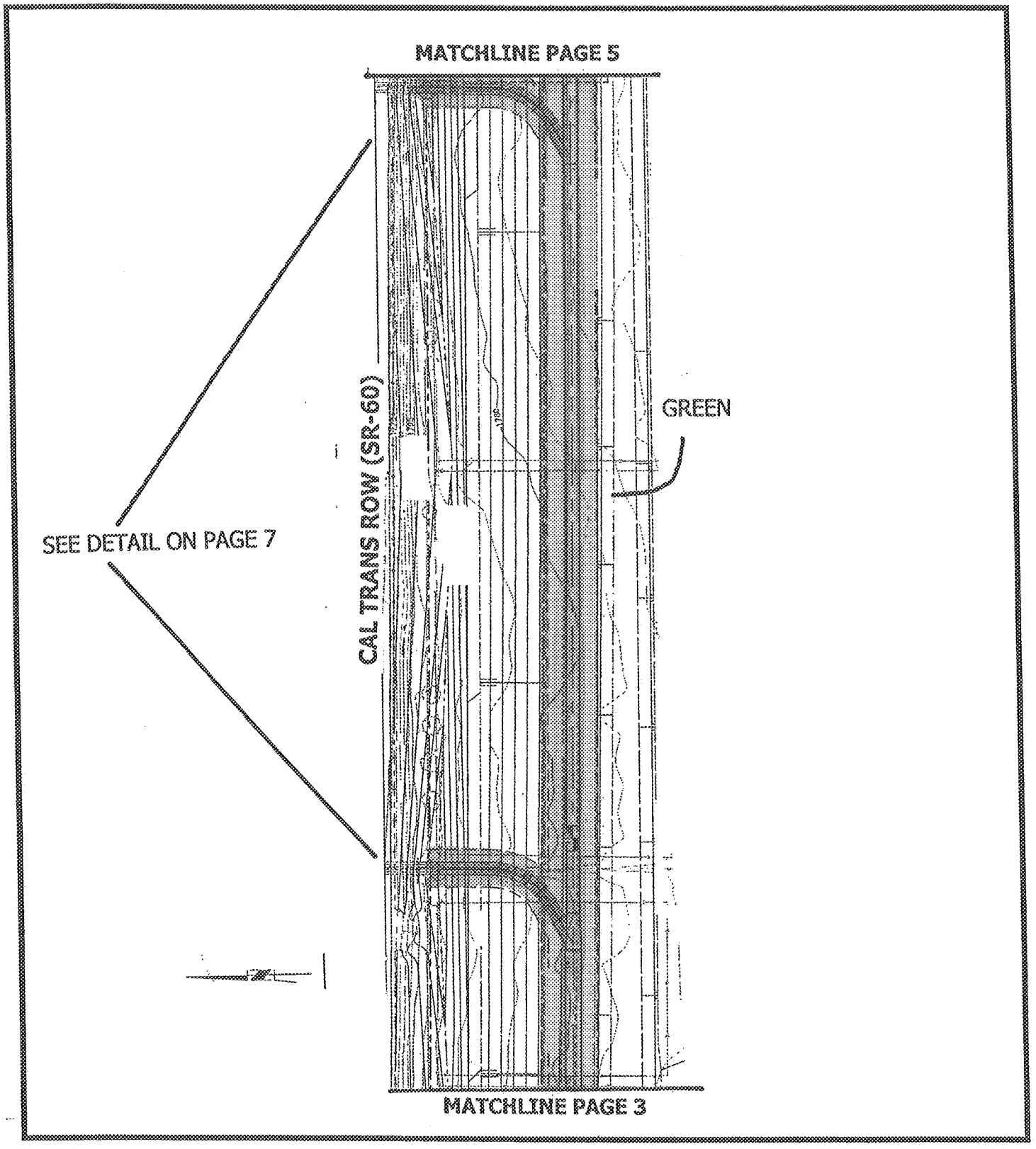
MATCHLINE PAGE 5
CAL TRANS ROW (SR-60)
GREEN
SEE DETAIL ON PAGE 7
MATCHLINE PAGE 3

Exhibit B

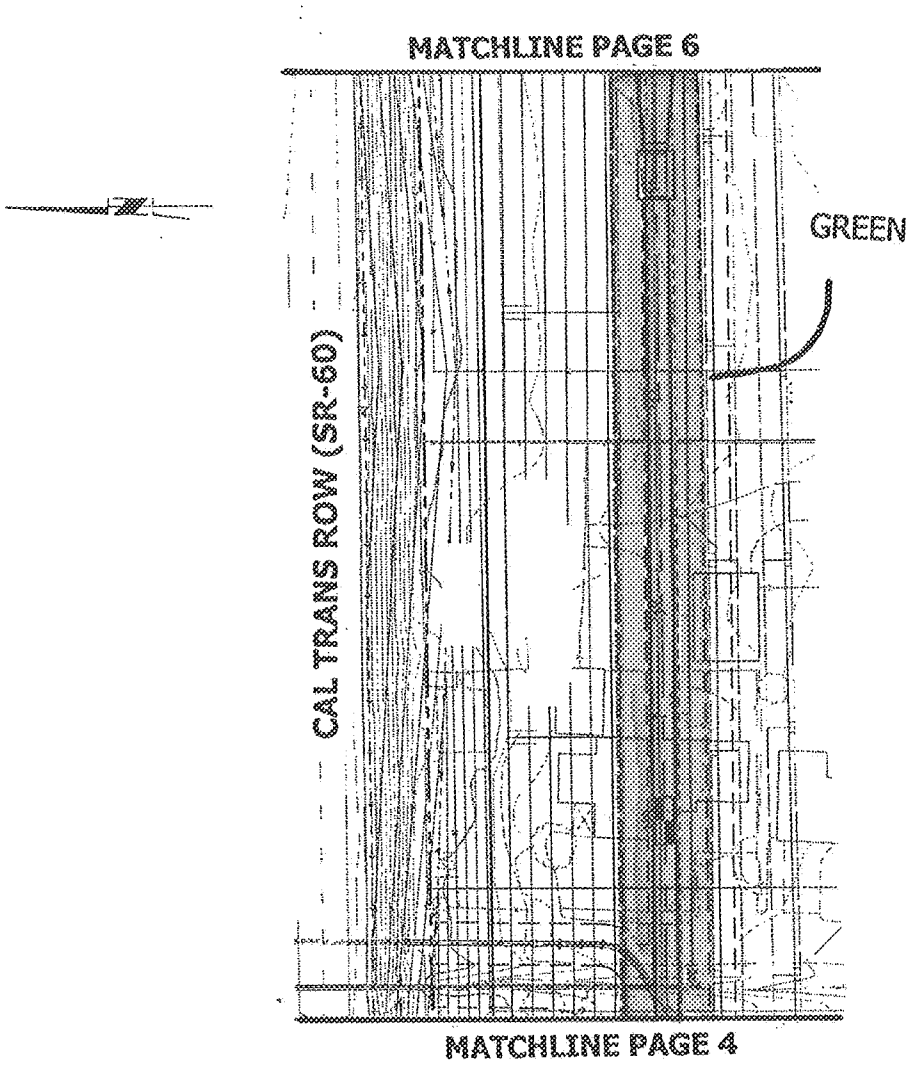

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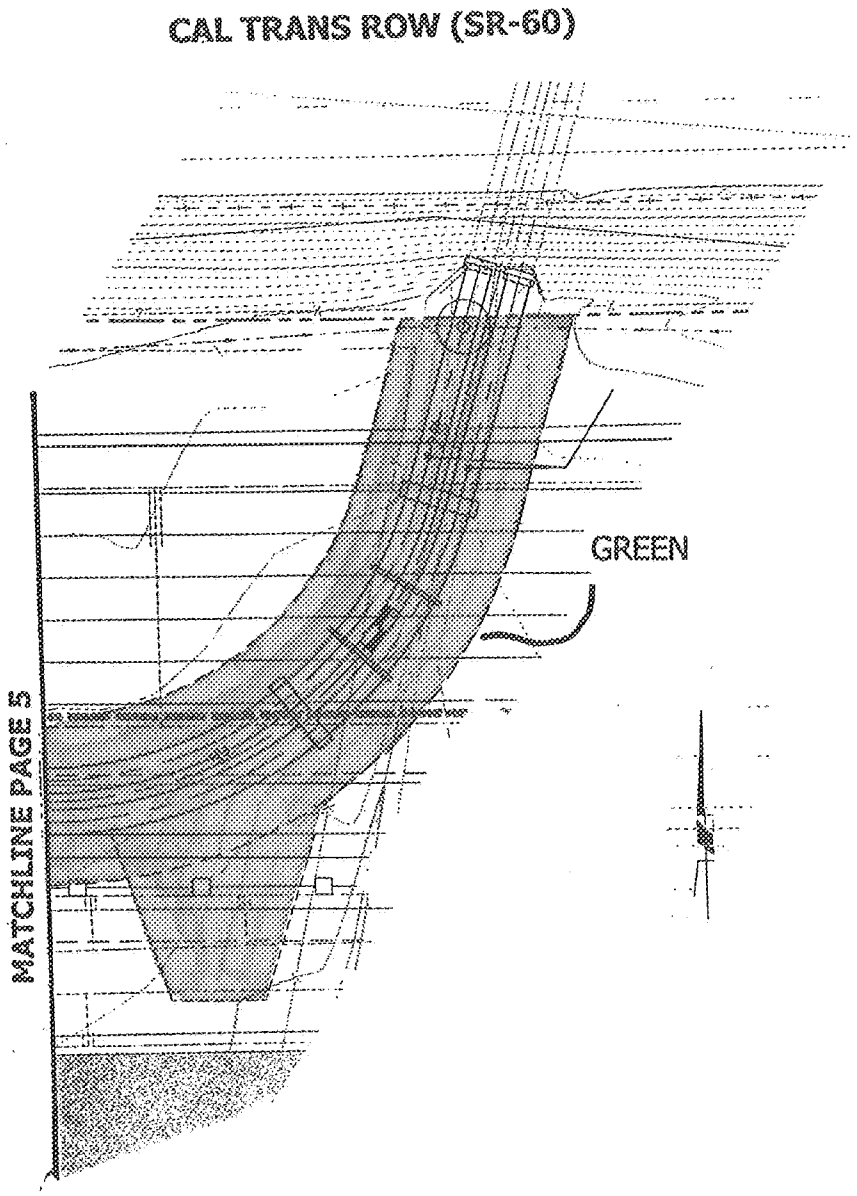

Exhibit B

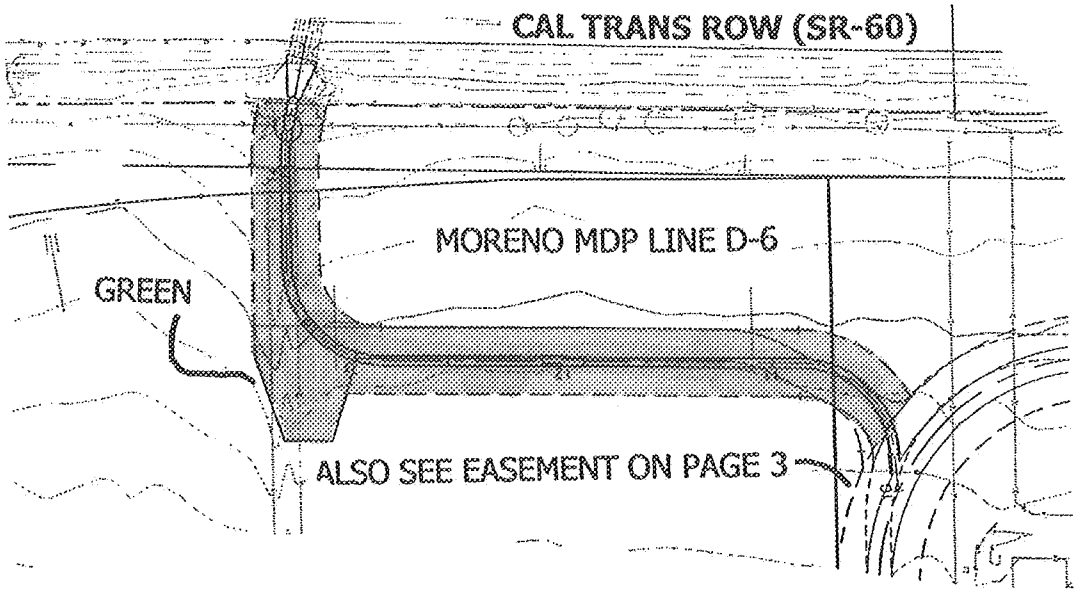
CAL TRANS ROW (SR-60)
MORENO MDP LINE D-6
GREEN
ALSO SEE EASEMENT ON PAGE 3

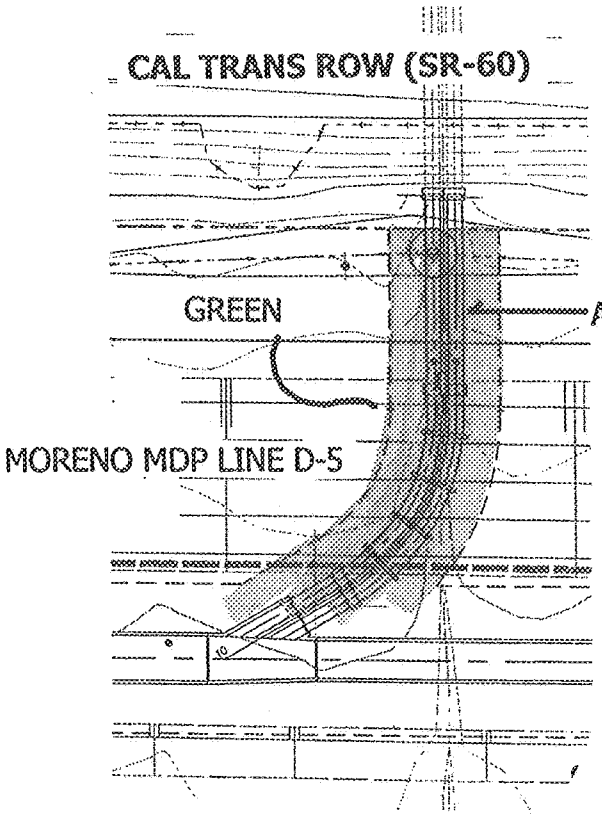
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GREEN
MORENO MDP LINE D-5

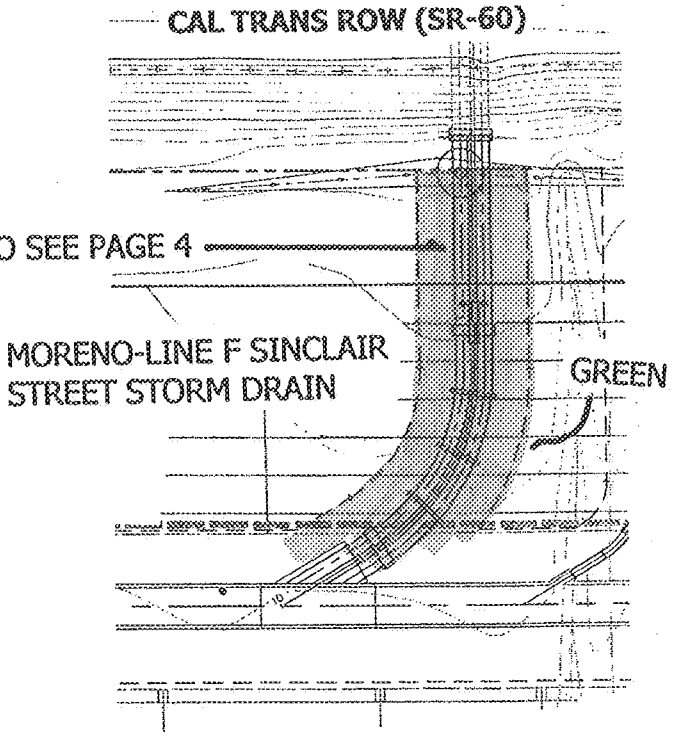
CAL TRANS ROW (SR-60)
ALSO SEE PAGE 4
MORENO-LINE F SINCLAIR
STREET STORM DRAIN
GREEN

Exhibit B

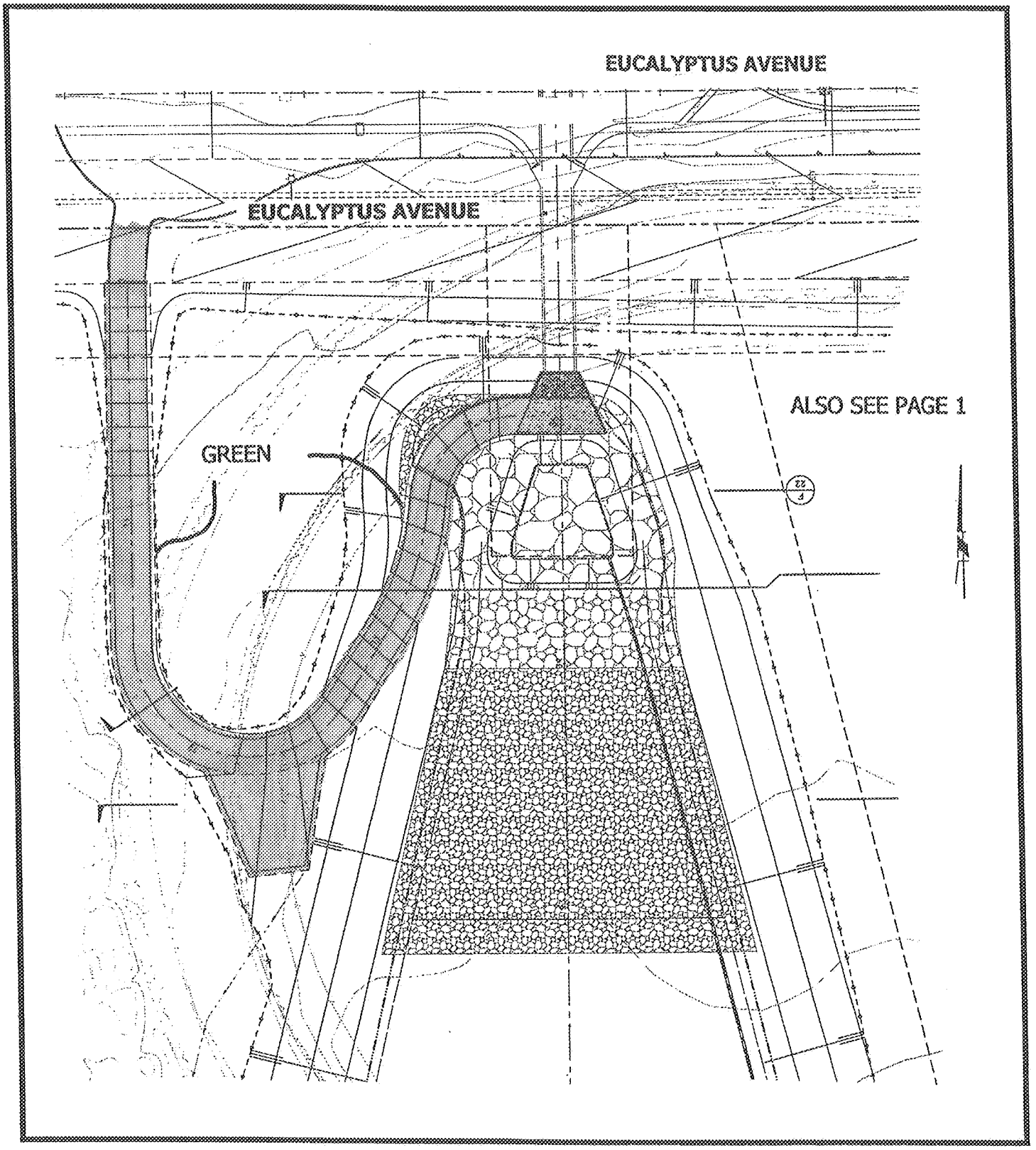
EUCALYPTUS AVENUE
EUCALYPTUS AVENUE
ALSO SEE PAGE 1
GREEN
F
22

COOPERATIVE AGREEMENT
AMENDMENT NO. 1

Moreno MDP Line F, Stage 3
Moreno MDP Line D
Moreno MDP Line D-5
Moreno MDP Line D-6
Moreno – Line F Sinclair Street Storm Drain
(Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743)
(Parcel Map No. 35629)

DRAFT

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY", and HF LOGISTICS-SKX T1, LLC, a Delaware limited liability company, HF LOGISTICS-SKX T2, LLC, a Delaware limited liability company, HIGHLAND FAIRVIEW PARTNERS I, a California general partnership, HIGHLAND FAIRVIEW PARTNERS II, a California general partnership, HIGHLAND FAIRVIEW PARTNERS III, a California general partnership, and HIGHLAND FAIRVIEW PARTNERS IV, a California general partnership, hereinafter together called "DEVELOPERS", hereby agree as follows:

RECITALS

A. DISTRICT, CITY and DEVELOPERS have previously entered into a certain Cooperative Agreement (Document No. 2010-0527149 of the official Records of the County of Riverside) pertaining to the construction of flood control and drainage improvements associated with Parcel Map No. 35629 in the city of Moreno Valley; and

B. Paragraph I.7. of the Cooperative Agreement stipulated that DEVELOPERS shall furnish both a faithful performance bond and a material and labor bond; and

Exhibit "D"

C. DEVELOPERS have furnished both the faithful performance bond and material and labor bonds as stipulated in the Cooperative Agreement; and

D. Whereas, DISTRICT and CITY have determined that construction of the flood control and drainage facilities is substantially complete; and

E. In recognition of construction being substantially complete, DEVELOPERS desire to reduce the amount of surety held by CITY as provided herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

DRAFT

1. Section I.7. of the Cooperative Agreement is modified as follows:

7. Provide CITY, prior to providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a faithful performance bond in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and a material and labor payment bond in the amount of fifty percent (50%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until CITY and DISTRICT mutually agree that the construction of DISTRICT DRAINAGE FACILITIES is substantially complete; at which time the faithful performance bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, and the Material and Labor security will be released after a period of ninety (90)

days if there are no liens against the project for payment of materials or labor.

2. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of the original Cooperative Agreement remain in full force and effect between the parties hereto.

//

//

DRAFT

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

_____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

DRAFT

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By_____
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Amendment No. 1
Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
MHW:KEC:bjp

RECOMMENDED FOR APPROVAL:

By _____
Public Works Director/City Engineer

CITY OF MORENO VALLEY

By _____
Mayor

APPROVED AS TO FORM:

By_____
City Attorney

ATTEST:

DRAFT

City Clerk

By _____

(SEAL)

Amendment No. 1
Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
MHW:KEC:bjp

HIGHLAND FAIRVIEW PARTNERS I
a California general partnership

By_____
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS II
a California general partnership

By_____
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS III
a California general partnership

By_____
IDDO BENZEEVI, President

HIGHLAND FAIRVIEW PARTNERS IV
a California general partnership

By_____
IDDO BENZEEVI, President

DRAFT

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Amendment No. 1
Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
MHW:KEC:bjp

HF LOGISTICS-SKX T1, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By: _____
IDDO BENZEEVI, President and Chief
Executive Officer

HF LOGISTICS-SKX T2, LLC
a Delaware limited liability company

By: HF LOGISTICS-SKX, LLC,
a Delaware limited liability company,
its Sole Member

By: HF Logistics I, LLC
a Delaware limited liability company,
its Managing Member

By: _____
IDDO BENZEEVI, President and Chief
Executive Officer

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Amendment No. 1
Cooperative Agreement: PM 35629
Moreno MDP Line F, Stage 3, Moreno MDP Line D, Moreno MDP Line D-5
Moreno MDP Line D-6, and Moreno – Line F Sinclair Street Storm Drain
Project Nos. 4-0-00752-03, 4-0-00749, 4-0-00741, 4-0-00742, 4-0-00743
MHW:KEC:bjp

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MV00094437

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 22, 2011

TITLE: A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

ADVISORY BOARD RECOMMENDATION

The City's Economic Development Subcommittee recommends approval of Resolution No. 2011-XX.

BACKGROUND

On November 4, 2008, State of California voters endorsed California's HSR initiative by approving Proposition 1A authorizing the issuance of up to $9 billion in state bonds to help finance HSR construction. Additionally, the State of California was allocated $2.25 billion in federal funding. The proposed HSR project would connect San Francisco to San Diego. The southern section of the HSR line will link Los Angeles to San Diego via the Inland Region.

DISCUSSION

The California High Speed Rail Authority (CHSRA) is studying two possible alignments to serve the Inland Region. The alternatives under review are either: 1) an alignment going east from Ontario to San Bernardino and then along I-215 serving the major cities

of the Inland Region—Moreno Valley, Riverside and San Bernardino, or 2) an alignment from Ontario, then along I-15 that would serve the city of Corona and then Murrieta.

The I-215 alignment with a rail station near MARB clearly achieves the CHSRA's goals outlined in Attachment A and best serve the needs of the entire Inland Region. Additionally, a rail station near MARB would provide much needed construction jobs, along with an infusion economic vitality into this area of the Inland Region, specifically, Riverside County. The I-215 alignment will also generate the most ridership and potential revenue stream for high-speed rail.

A coalition among the cities of Moreno Valley, Riverside, and San Bernardino, along with other private sector entities is being formed to help ensure that the HSR system effectively serves the respective cities, along with a region of more than 4 million residents. Because planning for the California HSR system will take many years, the coalition under formation will pursue a lobbying effort persuading the CHSRA to select the HSR alignment along I-215.

ALTERNATIVES

1) Adopt Resolution No. 2011-18 in support of an HSR alignment along the I-215 corridor near MARB and the Downtown San Bernardino Transit Center. *Staff recommends this alternative.*

2) Do not adopt Resolution No. 2011-18 in support of an HSR alignment along the I-215 corridor near MARB and the Downtown San Bernardino Transit Center. *Staff does not recommend this alternative.*

FISCAL IMPACT

An I-215 alignment of the California HSR with rail station located near MARB would provide a significant number of construction jobs and would spur future development for support services, thus increasing future job creation in the immediate area of the region. The I-215 alignment also provides the California HSR with the potential for more ridership and maximum revenue opportunities

CITY COUNCIL GOALS

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

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

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

SUMMARY

The State of California's proposed high-speed rail line connecting San Francisco to San Diego includes an Inland Region section. Of the two alignments proposed, one along the I-215 with a stop near MARB will not only benefit the four million residents in the Inland Empire but will also directly benefit the City of Moreno Valley in terms of increased economic vitality.

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2011-18

Prepared By:
Shanna Palau
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094441

RESOLUTION NO. 2011-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SUPPORTING A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR WITH STATIONS NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER

WHEREAS, the California state government is proposing to build a high-speed rail (HSR) line stretching from San Francisco to San Diego;

WHEREAS, on November 4, 2008, the voters of the State of California endorsed California's HSR initiative by approving Proposition 1A that authorizes the issuance of up to $9 billion in state bonds to help finance the construction of HSR in California;

WHEREAS, California's HSR project has attracted interest from around the world – and won our state a larger share of federal funding than any similar project in the country -- $2.25 billion;

WHEREAS, the southern section of the HSR project will link San Diego to Los Angeles, via the Inland Empire;

WHEREAS, the Final Statewide Program EIR/EIS for the HSR project identified specific objectives the HSR project must satisfy, including the following:

- Increase intercity travel capacity to supplement critically over-utilized interstate highways and commercial airports;
- Maximize intermodal transportation opportunities by locating stations to connect with local transit, airports, and highways;
- Provide a sustainable reduction in travel time between major urban centers;
- Develop a practical and economically viable transportation system that will generate revenues in excess of operations and maintenance costs;

WHEREAS, the California High Speed Rail Authority (CHSRA) is charged with determining the rail alignment and location of rail stations that will optimize the multiple adopted objectives for the HSR project; and

WHEREAS, the CHSRA is currently evaluating two HSR alignment alternatives through the Inland Empire: an I-15 alignment with one station in southern Corona at Temescal Canyon and an I-215 alignment with a station in Riverside near March Air Reserve Base and at the downtown San Bernardino Transit Center;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley, California, hereby supports a HSR alignment through the Inland Empire along the I-215 corridor with station locations near March Air Reserve Base in Moreno

Valley/Riverside and the Downtown San Bernardino Transit Center ("I-215 Alignment"), because the I-215 Alignment best optimizes the adopted objectives of the HSR project for the following reasons:

1. The I-215 Alignment clearly has the greatest capacity to serve the over four million residents of the Inland Empire, the second largest metropolitan area in Southern California that experienced a 25.4% growth in population over the last decade.

2. The I-215 Alignment clearly has the greatest capacity to serve and generate ridership from 2.2 million residents located in the urban areas of the Inland Empire which are located along the I-215 corridor, and to additionally serve and draw ridership from the adjacent Coachella Valley.

3. The I-215 Alignment clearly provides the strongest intermodal connectivity for the HSR project, with direct connection to five separate Metrolink lines (the San Bernardino, Riverside, 91, Inland Empire-Orange County, and the Perris Valley lines), direct connection with Amtrak and proposed light rail service in San Bernardino, and direct connections with Bus Rapid Transit (BRT) and regional bus service in San Bernardino and future BRT service planned in Riverside. In comparison, the alternative I-15 alignment has no ability for connectivity with Metrolink, Amtrak, BRT, or any other form of mass transit.

4. The I-215 Alignment clearly provides the strongest and only option for HSR interconnectivity with all key commercial airports in the Inland Empire. The I-215 Alignment will place the HSR project adjacent to both San Bernardino International Airport and March Air Reserve Base, both of which play important roles in meeting commercial air service for Southern California according to regional aviation demand forecasts in the 2008 Regional Transportation Plan prepared by the Southern California Associated Governments (SCAG). The I-15 alignment eliminates any connectivity with these important airports that, according to SCAG, are needed to relieve congestion at other Southern California airports that are operating at or close to their design limits or legal restrictions, including Los Angeles International Airport, San Diego-Lindbergh Field Airport, Burbank-Glendale-Pasadena Airport, John Wayne Airport, and Long Beach Airport.

APPROVED AND ADOPTED this 22nd day of February, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00094447

MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00094449

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

SEE AGENDA ITEM A.10

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MV00094451

MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00094453

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: February 22, 2011

TITLE: PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO 2011-19

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

ADVISORY BOARD/COMMISSION RECOMMENDATION

At their November 18, 2010, meeting, the Planning Commission reviewed the proposed amendment to the General Plan for the Housing Element and took action to recommend that the City Council approve it.

BACKGROUND

California law requires local governments to have a General Plan consisting of at least seven elements, including a Housing Element. Pursuant to State law the Housing Element must contain three components:

- An assessment of housing needs and an inventory of resources and constraints relevant to meeting of those needs.
- A statement of the community's goals, quantified objectives and policies related to the maintenance, improvement and development of housing.
- A five-year schedule for the implementation of the policies and achievement of the Housing Element goals and objectives.

The City has developed a draft Housing Element for the 2008-14 planning period. The intent of the proposed Housing Element is to guide the City's housing related programs

during the balance of the planning period (2008-2014) in accordance with State housing law and the City's housing needs and goals for the future. The proposed Housing Element provides citizens and public officials with an understanding of the community's housing needs and sets forth suitable policies and programs designed for the realization of defined goals. It also reviews the existing Housing Element and quantifies the results of previous policies, programs and objectives.

The City's first submittal to the State Department of Housing and Community Development (HCD) was made on May 23, 2008. In the intervening two years, staff collaborated with HCD staff on the technical review and developed a series of changes and clarifications to the City's proposed Housing Element. During this time, HCD also assigned a new analyst to review the proposed Element. The new HCD analyst requested more substantive revisions. The City submitted the proposed Housing Element for a third HCD review on May 2, 2010 and received correspondence, on October 13, 2010 that the proposed Element had been approved by HCD staff.

DISCUSSION

Prior to November 18, 2010, the Moreno Valley Planning Commission last reviewed and approved the draft Housing Element for submission to the City Council and HCD on May 22, 2008. The primary changes to the proposed Housing Element since then include the following:

- Elimination of the Underutilized Inventory. Initially, HCD worked with staff to incorporate sites in the Redevelopment Project Area that were zoned R-15 but which contained only one or two units but had potential for future development at their full capacity. HCD disallowed this methodology and the Inventory was eliminated.
- Creation of Program 8.25, which amends Title 9 of the Development Code and establishes a Single-Room Occupancy (SRO) zone in multi-family and specified commercial zones. Approving the Housing Element commits the City to establishing standards that would ensure quality SRO projects, if proposed for development. Standards would be drafted by Planning staff and submitted to the Planning Commission for review and recommendation to City Council for approval.
- Creation of Program 8.26, which amends Specific Plan 208 (the Moreno Valley Industrial Area Specific Plan at the southern end of the City) to add homeless shelters as a permitted use in compliance with State Senate Bill 2 and adopts development standards for the use. Approving the Housing Element commits the City to establishing development standards that ensure quality shelters, if proposed for development. Standards would be drafted by Planning staff and submitted to the Planning Commission for review and recommendation to City Council for approval.
- Creation of Program 8.27, which amends Title 9 of the Development Code to adopt reasonable accommodation procedures. The City is required to adopt reasonable accommodation procedures in accordance with fair housing and

disability laws. Cities including Riverside and Murrieta are developing reasonable accommodation procedures so that undue burdens are not placed on disabled persons when they seek to retrofit their homes for accessibility.

- Creation of Program 8.29, which amends Title 9 of the Development Code to permit farm worker housing by right in all multi-family zones. Approving the Housing Element commits the City to establishing standards that ensure quality farm worker housing projects, if proposed for development. Standards would be drafted by Planning staff and submitted to the Planning Commission for review and recommendation to City Council for approval.
- Summary of incentives the City currently provides to developers of affordable housing into a "Lot Consolidation Incentive," brochure. The City already offers several programs that encourage development of affordable housing. HCD requires development of a brochure that summarizes the various programs.

In addition to the changes desired by HCD, City staff has added language in the Housing Element that allows the possibility of reconsidering its land planning to rezone areas of the City from residential and mixed use designations to commercial and industrial designations with a goal of improving the City's near term effort with a jobs to housing balance. Specifically, the City's eastern area – south of SR 60 and east of Redlands Boulevard to the City's eastern border presents an opportunity to revisit land uses to create new employment opportunities for the community, thereby reducing commuter trips of residents of Moreno Valley to Orange and Los Angeles counties. Please note, this language just raises the possibility that the city may consider future proposals to rezone areas. Please understand the public will be provided a full opportunity to participate in future planning efforts consistent with and in full conformance with state and local law.

The Regional Housing Needs Assessment (RHNA) and the R-30 Zone Creation

In compliance with State Law, considerable Housing Element text is dedicated to documenting the City's compliance with its Regional Housing Needs Assessment (RHNA) allocation. Through the RHNA process, the Southern California Association of Governments (SCAG) projects each city's demand for future housing and allocates new housing units to be planned for in order for each city to meet projected demand. The total number of projected housing units is further divided into income categories to properly address the housing need across various income levels. SCAG requires (and the State approved has approved) that forty percent of the total RHNA allocation is dedicated to producing housing for low and very low income residents.

During the planning period from 2008 through 2014, Moreno Valley's assigned RHNA number is 7,474 units. Please note: the City is not required to build the housing units assigned in the RHNA. However, the City must ensure that it has sufficient, appropriately-zoned residential sites to accommodate the RHNA allocation.

As required by SCAG, the 7,474 units have been further allocated to the four required income categories based on the relationship to the Area Median Income (AMI), which in

2010 is $65,000 per year for a family of four. In compliance with SCAG's requirement, forty percent of the City's RHNA allocation is dedicated to producing housing for low and very low income residents.

Table 1 - RHNA Allocation Moreno Valley				
"Very Low" <50% AMI $32,500 1,806 units 24.1%	"Low" <80% AMI $52,000 1,239 units 16.6%	"Moderate" <110% AMI $71,500 1,362 units 18.2%	"Above Moderate" >120% AMI Above $78,000 3,067 units 41.0%	Total 7,474 units

State Housing Element Law Article 10.6 of the Government Code Section 65583.2 establishes guidelines under which counties and municipalities undertake the Vacant Land Inventory for Housing Elements. In particular, Section 65583.2(B) prescribes densities that the State deems appropriate to accommodate housing for lower income households. For jurisdictions in metropolitan counties with a local population in excess of 100,000 persons, the State considers a density of thirty (30) units per acre as adequate to accommodate units affordable to low and very low income households. Consequently, vacant sites zoned at thirty (30) units per acre will automatically be counted as meeting the very low and low income RHNA categories, whether the units are ever built or whether the unit rents are in actuality affordable.

The City Council and the Planning Commission held a joint study session in November 2007 to provide direction to staff. Recognizing the shortfall in the City's capacity to meet the RHNA allocations, these legislative bodies proactively directed the creation of an R-30 zoning designation in three locations in the community, as shown in Exhibits C, D, and E of the Draft Housing Element.

The HCD-approved draft Housing Element for Moreno Valley proposes to create the R-30 zoning designation and then process a General Plan amendment to apply the R-30 zoning to the identified locations. In total, 142 acres in 54 parcels are proposed for rezoning. The rezoning will result in 2,815 units, 1,945 of which will meet the remaining RHNA balance for the current Housing Element planning period. The General Plan Land Use and Municipal Code Zone and Development Standards for the R-30 zone were adopted by the City Council on September 22, 2009.

Moreno Valley's RHNA allocation for the low and very low-income categories is 3,045 units for the period between 2008-2014. Units facilitated by City and already credited through the City's affordable housing program total 1,100 units, thereby leaving a RHNA obligation of 1,945 units in the low and very low – income categories. After completing the inventory of vacant land sites in the community capable of supporting new development opportunities for affordable housing project including full implementation of the R30 high density housing opportunities, Moreno Valley's proposed Housing Element provides increased land use areas for new residential projects aimed at low and very low – income categories for a total of 4,100 units, which is 1.3 times its RHNA obligation

of 3,045 units. Overall, the inventory of land available for future residential development suggests that a total of 14,528 residential units could be developed for all income categories (very low, low, moderate, and above moderate income categories), which is 1.94 times the City's total RHNA allocation of all types of housing.

With the possibility of producing more housing than its RHNA obligation for this planning cycle, City staff is cognizant of the possibility to re-evaluate its land planning to rezone areas of the City from residential or mixed-use land designations to commercial and industrial land use designations, to create new employment opportunities and improving the City's near term effort with a jobs to housing balance.

Additionally, the HCD-approved proposed Housing Element contains a series of objectives, goals and programs for the planning period. The programs are included in Table 8-41 of the Draft Housing Element, pages 89-97.

ALTERNATIVES

1. Approve the proposed Amendment to the General Plan Housing Element.

   Staff recommends this alternative because it will assure conformance with HCD direction and compliance in having an approved Housing Element.

2. Not approve the proposed Amendment to the General Plan Housing Element. This action would result in the City's General Plan Housing Element being out of compliance with State housing law and could result in possible litigation against the City. Additionally the City could lose current funding or potential future funding for housing, transportation and infrastructure.

   Staff does not recommend this alternative.

FISCAL IMPACT

All programs, existing and new, in the proposed Amendment to the General Plan Housing Element have been included in the Redevelopment Agency budget covering the planning period (2008-2014). It is anticipated that HOME funding will continue at current levels in the future, allowing the City to fund programs designated for HOME funding in the proposed Housing Element. Failure to adopt a Housing Element could result in State-imposed sanctions including jeopardizing the release of funding for future state programs.

CITY COUNCIL GOALS

The proposed Amendment addresses the City goals of Community Image, Neighborhood Pride and Cleanliness and Positive Environment by encouraging the maintenance of safe and sanitary housing and encouraging the provision of housing for the full range of employees needed to meet local employer needs.

SUMMARY

State law requires that each city and county have a certified Housing Element as one of the required seven elements of the General Plan. The proposed Amendment to the General Plan Housing Element, which includes six significant changes to the draft since the City Council last reviewed it, has been approved by the State Department of Housing and Community Development. Upon adoption by City Council, HCD will certify the City's Housing Element.

NOTIFICATION

A notice was placed in the Press Enterprise, ten days prior to the hearing, to advise the public of the hearing and document availability.

ATTACHMENTS/EXHIBITS

Attachment A: Proposed Amendment to the General Plan Housing Element
Attachment B: Resolution

Prepared By:
Gretel K. Noble
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
Michele Patterson
Redevelopment & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
DRAFT HOUSING ELEMENT
2008-2014

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA. 92552-0805

February 2011

8 HOUSING ELEMENT

8.1 INTRODUCTION

The State of California requires that every city and county have an adopted General Plan to provide guidance and direction in development activities. The Housing Element is one component of the General Plan and became a required element in 1969. The State has an interest and responsibility in ensuring that the housing needs of its citizens are adequately met. In addition, housing, as a major component of economic development, is essential in attracting and retaining jobs and maintaining overall economic vitality.

8.1.1 State Housing Element Law

The housing element is one of the seven General Plan elements mandated by the State of California Sections 65580-65589.9 describes the requirements for housing elements. The housing element must contain the following:

1) An analysis of population and employment trends and quantification of a locality's existing and projected housing needs, for all income levels.
2) An analysis of household characteristics, including ability to pay, housing characteristics, including overcrowding and housing stock conditions.
3) An inventory of land, including vacant sites and sites with potential for redevelopment, suitable for residential development.
4) An analysis of potential and actual governmental constraints upon housing development, improvement, and maintenance.
5) An analysis of potential and actual nongovernmental constraints upon housing development, improvement and maintenance.
6) An analysis of special housing needs, including elderly persons with disabilities, homeless persons, large families, farm workers and families with female heads of household.
7) An analysis of opportunities for conserving energy in residential development.
8) An analysis of existing housing developments with affordability restrictions expiring during the next ten years.

The law requires that a locality establish a five-year schedule of actions it is undertaking or will undertake to implement the policies and achieve the goals and objectives of the housing element.

In 1986 the law was amended to include a requirement for identification of sites for emergency shelters and transitional housing. In 1990, an amendment to the law was made requiring an analysis of existing assisted housing developments that are eligible to change from low-income housing uses during the next ten years, due to termination of subsidy contracts, mortgage prepayment, or expiration of restrictions on use.

8.1.2 General Plan Consistency

The goals, policies, objectives and programs in the housing element for the planning period of 2008-2014, relate to and are consistent with al elements in the general plan. The City's housing element identifies programs and resources required for the preservation, improvement and development of housing to meet the existing and projected needs of its residents. As portions of the General Plan are amended in the future, the housing element will be reviewed to ensure internal consistency.

8.1.3 Summary

The 2008-2014 housing element consists of a series of ongoing and new programs that

implement the City's housing element goals. The City of Moreno Valley's housing goals can be classified into five areas of focus:

- Preservation and revitalization of existing neighborhoods.
- Creation of housing opportunities for special needs populations.
- Creation of rental housing for low and very low income households.
- Creation of housing opportunities for low and moderate income first time home buyers.
- Increase of energy conservation measures.

Under the goal of neighborhood preservation and revitalization, the City has a series of highly subscribed to programs that include annual neighborhood clean ups throughout the city, home improvement loan and grant programs, as well as focus neighborhood beautification grant programs. Additionally, the City of Moreno Valley takes a proactive role in its code enforcement activities in CDBG target areas and redevelopment areas. Often, code officers are the point of contact for referrals to the City's rehabilitation programs. Neighborhood revitalization programs also include existing multi-family rental housing in the Targeted Neighborhood Program in which the Redevelopment Agency (Program 8.9) will assist in establishing owner's associations in order to address issues in smaller rental developments and maintain an important part of the privately owned, affordable housing stock.

The goal of creating housing opportunities for special needs populations is a goal that in the past primarily focused on senior populations and transitional housing. In the current element this goal has been expanded to include Agency funding of rental units affordable to formerly homeless, mentally ill adults, as well as Agency funding of rental units for developmentally and physically disabled adults and seniors; a work program to amend Title 9 of the Development Code to establish SRO zones in the multi-family and specified commercial zones; a program to amend Specific Plan 208 to add homeless shelters as a permitted use and a program to amend the Development Code to adopt reasonable accommodation procedures. Although Moreno Valley is no longer an agricultural community, pursuant to State law, the element includes a program to amend the Development Code to codify what is currently our practice of permitting, by right, farm worker housing in all multi-family zones.

The goal of creating rental housing for low and very low income households consists of a continuation of programs that in the past have created in excess of 600 permanently affordable rental units. The most ambitious program under the goal of creating rental housing for low and very low income households is the rezoning of 142 acres to R-30.

To accommodate the remaining regional housing need of 1,945 Units affordable to lower-income households, the City proposes to rezone 142 acres of vacant and underutilized sites to R-30 with a minimum density of 24 units per acre. The sites proposed for the rezone are identified by Assessor Parcel Number (APN) in attachment 4, calculations 3, 4, and 5, as well as on the map labeled Attachment 1. The sites are appropriately sized to accommodate a minimum of sixteen units per site, and will allow owner-occupied and rental multifamily residential uses without a conditional use permit (CUP), which is not required in Moreno Valley for multi-family housing, or other discretionary action pursuant to Government Code Section 65583.2 (h) and (i). As part of the rezoning program, the City has already rezoned 8.75 acres of Agency owned land for the creation of 225 units of rental housing and a day care facility at Day and Alessandro. Additionally, the Agency has provided financing for projects such as Perris Isle

Senior Apartments, Rancho Dorado family housing, Atwood Gardens which includes units for developmentally disabled adults, Casitas Del Valle which consists of 40 units of affordable family housing.

In the sphere of creating affordable housing the City of Moreno Valley has a tradition of providing incentives for the development of housing to compliment its provision of funds and land. Incentives that facilitate lot consolidation of underutilized sites have resulted in increased development of small sites (See Table 8-21). Taken together these incentives comprise a program for lot consolidation. The incentives include deferral of development impact fees for affordable housing until issuance of Certificate of Occupancy (Program 8.14). A Policy of keeping development impact fees at a lower level for affordable housing (Program 8.15). Permit streamlining (Program 8.16). Through the County of Riverside, Waiver of Traffic Uniform Mitigation Fees (TUMPF) for affordable housing (Program 8.17); density bonus pursuant to the City's density bonus ordinance and a 100% density bonus for senior housing (ongoing program). Lastly, the City allows an administrative 10% reduction in required yards to accommodate density above 80% of the maximum allowed density, for an increase in density and not just increases in unit sizes.

The City's goal of creating housing opportunities for low and moderate income first time home buyers consists of two programs. The first program provides down payment assistance to first time homebuyers in the form of a silent second. The second program targets households at 50% and 60% of median income through the City's partnership with Habitat for Humanity.

The goal of increasing energy conservation measures is being met by a series of programs that include adopting an ordinance to require all new and replacement roofing to utilize radiant barrier plywood; implementing the City's Residential Solar Initiative Program; distributing free of charge compact fluorescent light bulbs; adopting an ordinance to require all new housing have whole house fans installed at time of construction and marketing energy efficiency programs.

8.1.4 Citizen Participation

The City of Moreno Valley made a diligent effort to elicit participation from the community in developing its housing element for the planning period of 2008-2014.

In an effort to facilitate public input, staff held three community meetings on October 1st, 3rd, and 4th. The October 1st meeting was held at the Senior Center and the October 3rd meeting at Towngate Center while the October 4th meeting was held at the Moreno Valley Ranch Golf Club. On October 15th, staff met with fifteen housing advocates and developers who provide housing services to residents in the City of Moreno Valley.

Notifying the public of the community meetings was done through a variety of media including:

- MVTV-3
- The Press Enterprise
- Direct Mailers
- Press Release
- Newspaper Article

The meeting dates and locations, as well as the meeting topic were posted on the MVTV-3 bulletin during the month of September. Three, one quarter page ads were published in the Press Enterprise detailing the purpose of the meetings and the meeting dates and locations. A total of 3,000 letters were mailed to property owners, as well as affected neighbors. Furthermore, in an effort to elicit greater

participation from adjacent neighbors, the 300 foot noticing radius, for the mailers, was expanded to 500 feet.

A press release was posted on the City's website, resulting in a follow-up article that was published in the local section of the Press Enterprise on Sunday, September 30th. The article discussed the Regional Housing Needs Assessment (RHNA) numbers for Moreno Valley and staff's proposed density increases. The article also included the dates and locations of the public meetings as well as a telephone number for inquiries and information.

8.1.5 Attendance and Participation

Based on staff's land inventory, it was evident that the current zoning designations on the vacant parcels, available for residential development, would not generate sufficient potential units to meet the City's RHNA allocations (see table 8-18). Consequently, staff developed a proposal to increase residential zoning designations, in various areas in the community, including areas with a significant number of underutilized parcels. The proposal was presented at the public meetings.

A total of 161 persons attended the three public meetings. The following provides the number of persons attending each meeting:

- October 1st 88 attendees
- October 3rd 27 attendees
- October 4th 45 attendees

At each meeting, Neighborhood Preservation staff members provided an overview of the housing element, the RHNA allocation for Moreno Valley, the challenges in providing affordable housing opportunities, and possibilities for increasing housing densities in several areas of the community. At the three public meetings, concerns related to increases in density centered on nonconforming uses, eminent domain, traffic and crime. Some property owners were concerned that if the proposed density increases were approved, their existing uses would have a limited life, at the end of which their zoning use would expire. Staff from the Neighborhood Preservation and Planning Divisions informed meeting participants that the City of Moreno Valley allows nonconforming uses to remain in place and thus they could continue to operate their business or occupy their homes without concern of an expiring use, despite a change in zoning.

Others attending the meetings were concerned that the Redevelopment Agency would take their properties by eminent domain, and specifically cited the use of such powers in the neighboring City of Riverside. Staff reassured residents that the Moreno Valley Community Redevelopment Agency does not have eminent domain powers and that the proposed increases in density would not result in condemnation of properties. Meeting participants were reassured that staff's proposal was intended to plan for increased housing demand, especially as the City's population and employment base continues to expand.

Meeting participants also raised concerns about increased crime and traffic as a result of multi-family development. Many people maintained that multi-family development has higher rates of crime and creates more traffic than single family development. Although, the City does not compile crime data by development type (i.e. crimes in multi-family developments and crimes in single family developments), the City does have information on demand for police services by development type. It is plausible to deduce that the majority of calls for police service are for police intervention to a crime and thus can point to the occurrence of crime. In contrast to popular misconceptions, the data on demand for police services shows that calls for police in multi-family developments, in Moreno Valley, account for only 7% of the total calls for service in residential development types,

while calls for service in single family developments account for 93%. Considering that multi-family development only comprises 17% of residential development in the city, its impact on calls for service is not higher than its proportion of this housing type, but is actually less than half. Single family development comprises 83% of the housing stock and accounts for far more than its share of calls for police service.[1]

In California's six largest metropolitan areas, 67% of rental households do not possess a vehicle or actually only own one vehicle, compared to 44% of homeowner households.[2] Accordingly, fewer auto trips occur in higher-density areas than in low density residential areas. The data sheds light on the misconception that multi-family development in Moreno Valley will result in more traffic than single family development. In Moreno Valley, existing single family development generates 476,805 vehicle trips every day. By comparison, existing multi-family development generates at total of 66,801 daily vehicle trips. Consequently, single family development accounts for six times as many vehicle trips, per day, than multi-family development. Notwithstanding that any increase in development will result in increased traffic, single family development results in disproportionately greater traffic generation than higher density housing.

8.1.6 Correspondence and Conversations

In addition to the community meetings, staff received comments from the public regarding the proposed density increases, via e-mail, letters and telephone calls. Residents living in and around the areas proposed for density increases, specifically residents in the Edgemont and Central Sunnymead neighborhoods and around the Festival shopping center, voiced concerns related to the impact higher density housing would have on their quality of life. Residents were concerned about increased traffic and crime, but also feared a reduction in property values. Although people were concerned with a drop in property values with the development of higher density housing, the strongest influence on property values is likely architectural and design standards, as well as professional management and adequate maintenance. Staff emphasized to property owners that the City requires higher density housing to be built to the highest architectural and design standards, and as such, development of well designed and well managed higher density housing could even increase property values in areas where such development occurs.

8.1.7 Input from Affected Property Owners

The overwhelming majority of owners with properties located in areas proposed for residential density increases were in support of a possible zone change and resultant increase in density. Owners viewed the proposed density increase as enhancing the value of their properties and allowing them greater flexibility for the future development of their properties. Owners in Central Sunnymead were especially supportive of the increased density, combined with their ability to develop mixed used projects. Owners of properties proposed for a change in density near the Riverside Regional Medical Center and near the northwest corner of Perris and Iris were also in favor of the proposed zone change and possible increase in residential density. Residents living near the Regional Medical Center, who contacted staff, did not voice opposition or support for the proposed change in zone, but were interested in the proposal and wanted to better understand how they might have input into the design of a possible development.

A minority of property owners in the areas proposed for density increases were opposed to the proposed zone change and

density increase. Owners voicing opposition primarily fell into two categories, those who already have existing commercial or retail uses and those who are anticipating developing their properties for commercial or retail uses. Owners of the property at the Box Springs area that currently includes a mini-storage facility and a used car sales facility were opposed to the change in zoning. The owners voiced concerns that their existing use would become nonconforming and could cause their tenants to relocate. However, staff explained that nonconforming uses can remain in place indefinitely. Staff also noted that there is currently a multi-family development proposed for the Box Springs area and that the private sector views the area as highly viable for multi-family housing.

At Perris and Iris, the owner of a small property that fronts on Iris, and where horses are boarded, is opposed to the change in density. She fears the change in zoning could jeopardize her existing use. A former Mutual Water Company owns approximately ten acres at the southeast corner of Ironwood and Heacock, near the Festival. The company's representative opposes the change to residential zoning because the company wishes to develop the parcel under its existing commercial zoning designation.

8.1.8 Voting for Future Development

At the three community meetings, participants were given the opportunity to vote their support or opposition to the proposed increases in density. At the conclusion of each meeting, participants were asked to cast no more than three voting dots per area where they felt higher density residential development should occur. Meeting participants that felt that additional development was not warranted were asked to cast their votes outside the city limits to signify their satisfaction with development at current levels.

A total of 702 voting dots were placed on the maps, at the three meetings. Although a total of 1,706 voting dots were distributed, some participants left the meetings before the voting commenced, other participants chose not to cast all of their dots, while others simply chose not to vote.

The visual representation of the voting is notable in several aspects. Immediately evident is that the majority of meeting participants voted for future development, with higher density, to occur in the eastern and largely undeveloped area of Moreno Valley.

- Area 1: Edgemont received a total of 45 votes or 7% of the total votes.
- Area 2: The Village at Sunnymead received the second highest number of votes in favor of future development and increased density, with 109 votes, or 16% of all votes.
- Area 3: Near the Riverside Regional Medical Center, received 80 votes or 11% of the total votes.
- Areas 4 and 5: A total of 288 voting dots, or 41% of all votes, were cast in favor of future development east of Nason Street. Of the 288 votes, 140 were cast in favor of development between Nason and Theodore streets, and the balance were cast in favor of development east of Theodore Street to the city limits.
- Area 6: A small amount of votes (i.e. 8) or 1% indicated support for the area south of Box Springs Road and east of Day Street.
- Area 7: This area is near the intersection of Perris Boulevard and Iris Avenue and received a total of 17 votes or 2% of the total votes.
- Area 8: This area actually represents the balance of the city not represented in the previous seven areas. A total of 56 votes

were cast, representing 8% of the total.

- Area 9: A total of 99 votes were cast outside the city limits or 14% of all votes, and represent votes against changing any zoning to higher densities.

It was clear that participants in the three meetings were of the opinion that the relatively undeveloped east end of the city should shoulder the majority of future, higher density housing development. It was also evident that the idea of a town center with mixed uses, such as housing, commercial and office uses, appealed to people who voted for increased housing density in the Village at Sunnymead. People also seemed to want to provide housing in areas near existing or emerging employment centers, such as the area near the regional medical center. However, 14% of the votes cast indicated that there should be no zone changes to allow for additional, higher density housing.

The current economic recession has significantly impacted the local and regional jobs base, with unemployment in the City of Moreno Valley ranging from 15 to 18% during the course of the past several years. Moreno Valley has a low jobs-to-housing ratio. It is possible the City may have to reconsider its land planning strategy for the eastern portion of the City to include jobs-producing and industrial uses. The eastern part of the City is a cohesive area that can be planned in a comprehensive manner to include synergistic jobs-producing land uses. Re-designating areas in the eastern portion of the City for jobs producing commercial and industrial uses will create an improved jobs and housing balance in the City thereby reducing commuter trips to Orange and Los Angeles Counties and assisting in the achievement of regional planning goals encouraged by other provisions of State law such as SB 375. Thus, it is possible that the City may consider future proposals to rezone areas south of SR 60 and east of Redlands Boulevard from residential and mixed use designations to commercial and industrial designations. The public will have an opportunity to participate in those future planning efforts consistent with State and local law.

8.1.9 Housing Developer and Advocate Meeting

In addition to the community meetings, staff conducted a fourth meeting with affordable housing developers and advocates representing organizations that assist low-income families. The meeting focused on the City's responsibilities with regard to the housing element and issues related to developing affordable housing in Moreno Valley. The issues discussed included per unit development costs for family housing and senior housing, the approval process, and funding mechanisms. Affordable housing developers had the following suggestions to facilitate the development of affordable housing:

- Fast tracking the development review process in exchange for concessions from the developer (e.g. energy efficient design such as using solar, and other green technologies).
- Reduction in development impact fees.
- Adoption of an inclusionary housing ordinance that would require developers to construct a specified percentage of affordable units, or pay a fee in lieu of building the units, or donate land for the future development of affordable housing.
- That the Redevelopment Agency should provide land on long term leases to affordable housing developers to reduce land costs and total project costs.

8.20 Proposal for Meeting the RHNA

On November 20, 2007 the City Council and Planning Commission held a joint study session to evaluate staff's proposals to increase zoning densities in various areas of the city. The intent of staff's proposals was to plan for the Regional Housing Needs Assessment (RHNA) allocation for the period between 2008 and 2014 and to plan for future population growth and housing needs beyond 2014.

Staff compiled a parcel by parcel inventory of vacant land in the city, providing acreage, zoning, and the number of units that could potentially be developed on each parcel. Based on the inventory, it became evident that the City would fall short of its RHNA requirements in the "Very Low and "Low" income categories, but would exceed its requirements in the "Moderate" and "Above Moderate" income categories.[3]

In an effort to make up the shortfall, and to plan for future growth and housing needs beyond the most recent RHNA, staff presented a proposal to increase residential densities in various areas of the city. The areas chosen were on major streets, near shopping and employment and some were within the redevelopment project area.

8.2 HOUSING NEEDS ASSESSMENT

8.2.1 Population Trends and Demographic Characteristics

According to the State Department of Finance, the 2007 population for the City of Moreno Valley was 180,466. The 2007 population represents a 27% increase in population in the seven years since 2000. In 2000 the population was 142,379. In the ten years between 1990 and 2000, the city's population increased 20% with the city gaining 23,602 residents. Riverside County has grown more rapidly than Moreno Valley, with population increasing 31% between 1990 and 2000 and 32% between 2000 and 2007 (see table 8-2).

Unlike the growth between 1980 and 1990, when the city gained 90,650 residents, recent growth has been moderate, as reflected in chart 8-1. However, Moreno Valley continues to be among the fastest growing Inland Empire cities. Between 2000 and 2006 Moreno Valley was the sixth fastest growing city in the Inland Empire.[4]

Table 8-2 City of Moreno Valley and Riverside County Historical Population Growth

8.2 YE	*MORENO VALLEY POPULATION*	*NUMERICAL GROWTH*	*% CHANGE IN GROWTH*	*RIVERSIDE COUNTY POPULATION*	*% CHANGE IN GROWTH*	*M.V. AS % OF TOTAL COUNTY POPULATION*
1990	*118,779*			*1,170,413*		*10%*
2000	*142,381*	*23,602*	*20%*	*1,535,125*	*31%*	*9%*
2007	*180,466*	*38,085*	*27%*	*2,031,625*	*32%*	*9%*

Source: State of California Department of Finance, E-8 Historical Population and Housing Estimates for Cities, Counties and the State, 1990-2000. Sacramento, California, August 2007. http://www.dof.ca.gov/HTML/DEMOGRAP/ReportsPapers/Estimates/E8/E-8.php
Source: U.S. Census Bureau, Stat & County QuickFacts, Moreno Valley (city), California. <Http://www/quickfacts.census.gov/qfd/state/06/0649270.html

8.2.2 Population Growth Forecasts

Based on the Southern California Association of Governments' (SCAG) population forecast, the City of Moreno Valley's growth is forecast to average 2% a year over the thirty years between 2000 and 2030. By comparison, during the seventeen year period between 1990 and 2007, the average growth was 3%, as shown in chart 8-1.

Chart 8-1 Moreno Valley Population Growth 1990-2007

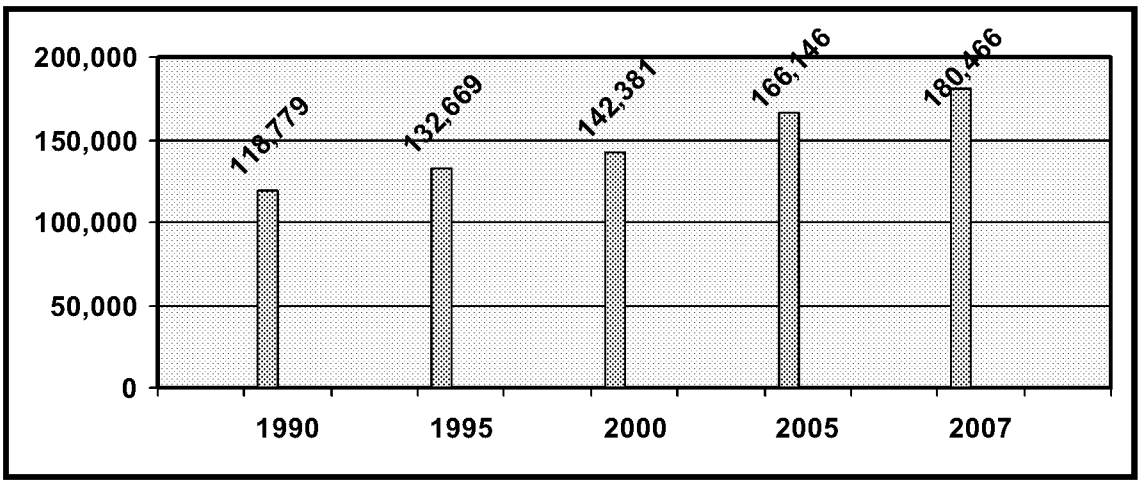

Source: State of California Department of Finance, E-8 Historical Population and Housing Estimates, for Cities, Counties and the State, 1990-2000. Sacramento, California, August 2007. http://www/dof.cagov/HTML/DEMOGRAP/Reports/Papers/Estimates/E4/E4-01- 06/HistE-4.php
Source: U.S. Census Bureau, State & County QuickFacts, Moreno Valley (city), California. <Http://www/quickfacts.census.gov/qfd/state/06/0649270.html>

8.2.3 Age of Population

Historically, Moreno Valley's population has been young. Young adults ages 35-44 comprise 15.7% of Moreno Valley's population, making up the third largest age group in the city.[5] In 2000, the median age for a Moreno Valley resident was 27.3 years.[6] In 2005, the median age of a Moreno Valley resident was just slightly higher at 28.6 years.[7]

In 2005, the largest age group in Moreno Valley consisted of persons aged 10-19 years of age (21.6%) as shown in chart 8-2. The 10-19 year old age group is larger in Moreno Valley than in the Inland Empire as a whole (17.2%).[8] The second largest age group was 0-9 year olds (17.1%)[9]. The greater proportion of children in the Moreno Valley population mirrors the large number of families living in Moreno Valley.

Only 12.2% of Moreno Valley's population was over 55 year old, in 2005.[10] By comparison, 18.5% of the Inland Empire population was over 55 years of age, in the same year.[11] Persons 65 and older made up 6% of Moreno Valley's population in 2005, while this age group comprised 11% of the population in the Inland Empire. [12] Accordingly, Moreno Valley is a community of young families.

8.2.4 Employment Characteristics

Although Moreno Valley has a population of 180,466 residents, its job base is relatively small, with only 23,072 jobs.[13]

Moreno Valley's small economy is in part due to its relative young age as a city, having only been incorporated as a city in 1984. It is also in part due to the rapid expansion of its housing market without the foresight to adequately plan for and attract job generating industries. Consequently, Moreno Valley has a small base of office employment and a small base of manufacturing and distribution employment. As stated above, Moreno Valley has a very low jobs-to-housing ratio. The City will likely consider undertaking future planning efforts to achieve an improved jobs-housing balance. These future planning efforts could include the consideration of future proposals to re-designate areas south of SR 60 and east of Redlands Boulevard to the City's eastern border to jobs-producing commercial and/or industrial-type uses.

Chart 8-2 Age Distribution - Moreno Valley and Inland Empire, 2005

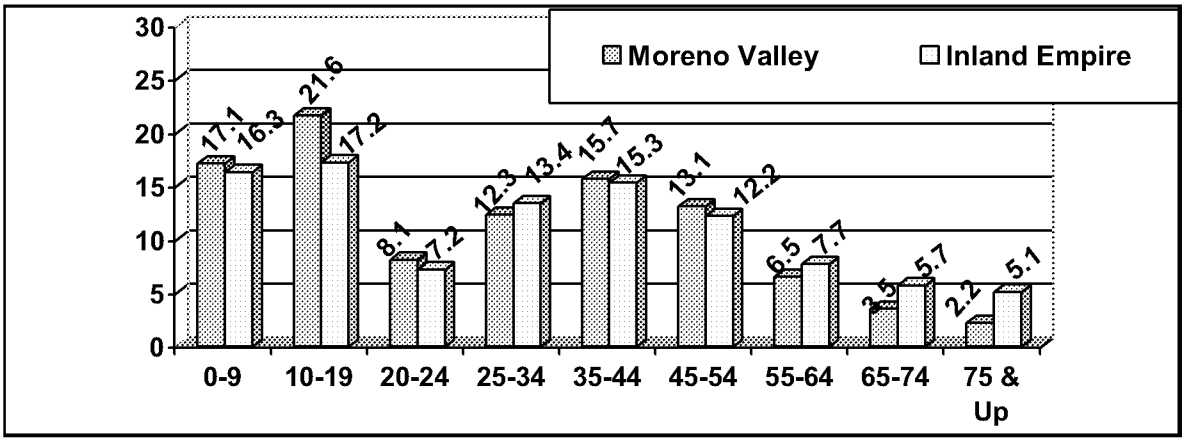

Source: John Husing, Moreno Valley Demographic, Economic & Quality of Life 2007. A report prepared for the City of Moreno Valley, page 9.

According to economist, John Husing, "job growth will likely accelerate in response to the demand for goods and services by the city consumers, as well as the fact that the community has a well-educated labor force that undoubtedly would like to quit undertaking long commutes to their jobs."
Between 1997 and 2005, annual job growth rates in Moreno Valley generally exceeded job growth rates in the Inland Empire (see chart 8-4). Jobs increased from 14,102 to 23,072, up 8,970 jobs or 65%.[14] Unfortunately, the city's largest job sector was in the retail industry, where jobs tend to be low-paying and usually do not provide benefits. The retail sector provided 7,559 jobs in Moreno Valley, during the eight year period from 1997-2005. The second largest employment sector was education, with 5,075 jobs. Other service sector jobs accounted for 1,703 jobs, and construction accounted for 1,024 jobs (see chart 8-5). In 2005, jobs requiring higher educations or specialized training were the city's best paying jobs. These jobs were found in the following sectors: utilities, government, education, engineering and management finance, insurance, real estate and health services.

Moreno Valley's job growth has been greater than that of the Inland Empire, with the city's employment up 5.6% and the Inland Empire 4.8%[15]. According to the

Moreno Valley Demographic, Economic & Quality of Life study, in 2004 Moreno Valley's job base expanded 8.3%, while the region's job base expanded 5.3%.[16] The study also notes that in the same time period, the city's job growth was led by retailing, with an added 2,119 jobs, while education increased by 1,217 jobs.[17] Both of these jobs sectors grew in response to the city's growth in population that in turn fueled a demand for consumer goods and brought more school age children to the city. According to the Husing study, the construction industry's growth placed third, up 1,024 jobs as a result of increased housing construction, as well as manufacturing and retail construction along the I-215 corridor. New jobs were added in the health services industry, with 984 new jobs as a result of the Riverside Regional Medical Center opening in March 1998, and the expansion of the Moreno Valley Medical Center.[18]

Between 1997 and 2005, the utility sector added 224 jobs, and thus was the fastest growing sector in Moreno Valley.[19] The construction sector quadrupled as to 1,361 workers as young families moved to the city and the demand for housing grew.[20] Manufacturing and distribution also made significant gains in the eight years between 1997 and 2005, as noted in chart 8-5

In 1997, payrolls in Moreno Valley totaled $295 million.[21] In 2005, payrolls increased to $696 million, a gain of $401 million or 135.8%.[22] The city's 2005 payroll was led by education at $236.5 million or 34% of all payrolls in the city, followed by retail at $145.1 million or 25% of payrolls, health services at $57.8 million or 8% of payrolls, and construction at $42.3 million or 6% of payrolls.[23]

The average pay for a worker in Moreno Valley rose from $20,916 to $30,149 or 44%, between 1997 and 2005 (see chart 8-6). However, the 2% increase in Southern California prices took $4,405 of the $9,233 gain, leaving an average worker with an increase of only $4,828 or 23% in their purchasing power.[24] The Inland Empire's average pay was $35,838 in 2005.[25]

In addition, a greater number of Moreno Valley residents worked in the sales sector, with 28% of all workers in the retail sector, versus 25% for the Inland Empire. Moreno Valley had fewer workers in management and professions, 23% in Moreno Valley versus 26% in the Inland Empire.[26]

Chart 8-3 Employment Growth Rates Moreno Valley & Inland Empire, 1997-2005

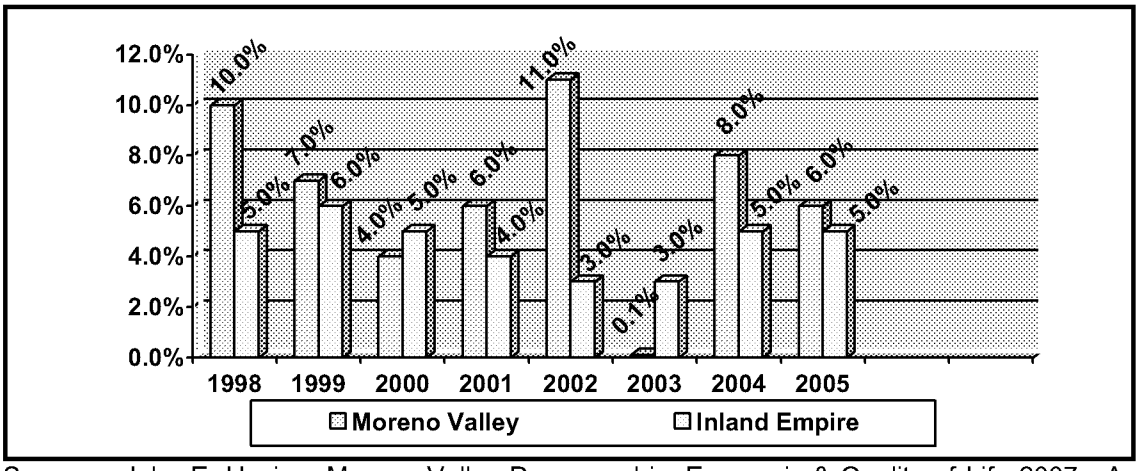

Source: John E. Husing, Moreno Valley Demographic, Economic & Quality of Life 2007. A report prepared for the City of Moreno Valley, page, 27.

Chart 8-4 Employment Gain by Sector in Moreno Valley

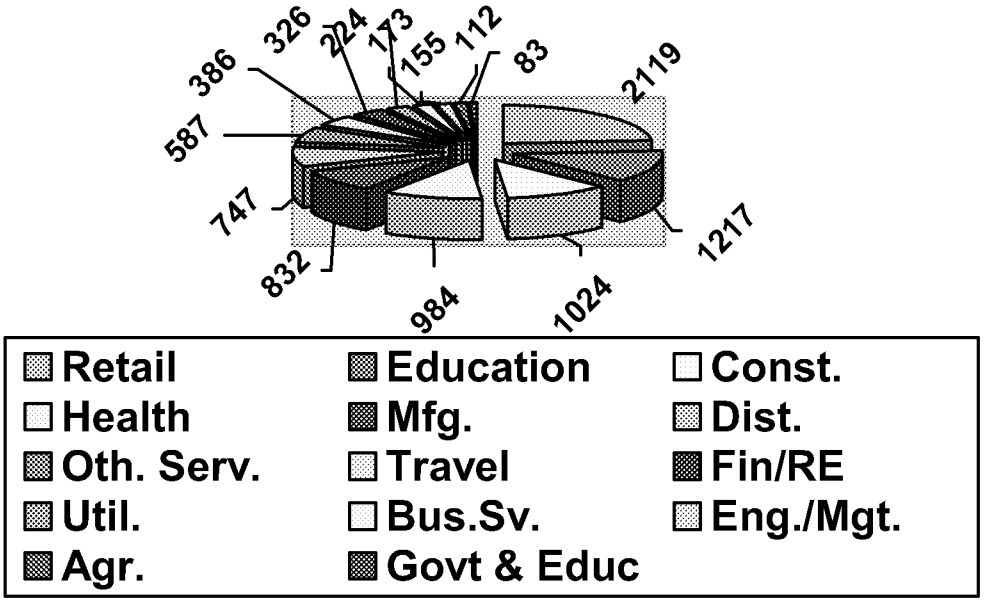

Source: John Husing, Moreno Valley Demographic, Economic & Quality of Life 2007. A report prepared for the City of Moreno Valley, pg.27.

Chart 8-5 Payroll per Job Moreno Valley, 1997-2005

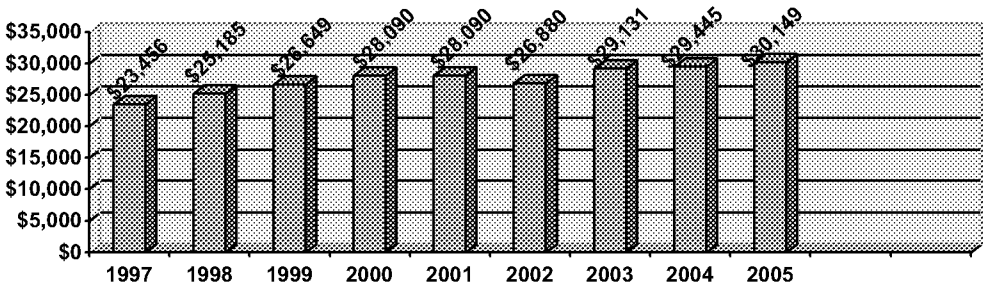

Source: John Husing, Moreno Valley Demographic, Economic & Quality of Life 2007. A report prepared for the City of Moreno Valley, page 31.

8.2.5 Household and Ethnic Characteristics

The U.S. Census definition of a family is "a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family."[27] The 2000 Census reported a total of 141,684 households in Moreno Valley. In 2005 that number had grown to 44,380 households, representing a 14% increase in five years. The 2000 Census reported the average family size in Moreno Valley as 3.86, and the average household size as 3.61 persons.[28] In 2005 the Census reported the average family size as 3.88.and the average household size as 3.67.[29]

The slight increase in the average household and family size is consistent with the city's predominant make-up as a city of families with children. In the 2005 American Community Survey, 85% of Moreno Valley's 44,380 households were classified as family households.[30] In the 2000 Census 86% of the households were classified as family households.

Moreno Valley households are distinguished from other Southern California households by the prevalence of married couples with minor children. The largest segment of Moreno Valley's households 38.6%, were married with minor children at home.[31] In comparing Moreno Valley to Riverside, San Bernardino, Los Angeles, Orange and San Diego counties, Moreno Valley consistently had a higher proportion of married couples with children (see table 8-3).

In 2000 married couples, with or without children, made up 61.7% of Moreno Valley's households.[32] This proportion was higher than those in other Southern California communities, as noted in table 8-3. The largest number of Moreno Valley households, were married couples who had minor children at home, (38.6%). This number is well above those found in San Bernardino County (28.6%), Los Angeles (25.9%), Orange (29.1%) and San Diego (24.8%), as noted in table 8-3.

In addition, 11.6% of Moreno Valley's households were female led households with children under 18 (see table 8-3).[33] The proportion of such households was higher in Moreno Valley than other Southern California communities. This higher proportion could be a reflection of the relative affordability of housing in Moreno Valley that could be a draw for female-led households.

Moreno Valley is a very diverse community. In 2005, the city's largest ethnic group was Hispanics/Latinos. This ethnic group made up 42% of the population as noted in table8-4. The proportion of Hispanics/Latinos in

Table 8-3 Household Characteristics Moreno Valley & Southern California, 2000

Household Type	Moreno Valley	Riverside County	San Bernardino County	Los Angeles County	Orange County	San Diego County
Married couple, children under 18	38.6%	31.0%	28.6%	25.9%	29.1%	24.8%
Married couple, alone	23.1%	24.8%	27.8%	21.7%	26.8%	25.8%
Male, children under 18	3.8%	3.4%	2.9%	2.7%	2.2%	2.2%
Male, no children home	2.5%	2.6%	2.2%	3.3%	2.7%	2.2%
Female, children under 18	11.6%	9.3%	7.4%	8.2%	5.7%	6.8%
Female, no children home	5.5%	5.5%	4.6%	6.4%	5.0%	4.7%
Non-family group	14.9%	23.5%	26.4%	31.8%	28.6%	33.3%
TOTAL	100%	100%	100%	100%	100%	100%
Total Households	**39,225**	**528,594**	**506,218**	**3,133774**	**935,287**	**994,677**

Source: John E. Husing, Moreno Valley Demographic, Economic & Quality of Life 2007. A report prepared for the City of Moreno Valley, page 10.

Table 8-4 Ethnic Distribution, 2005 Moreno Valley & Riverside County

Ethnicity	2005	Percent	2000	Percent	2000-2005	Riverside County
White	43,015	26%	45,881	32%	(2,866)	44%
Hispanic	69,955	42%	54,689	38%	15,266	42%
Black	34,430	21%	27,536	19%	6,894	7%
Asian & Pacific	11,905	7%	8,864	6%	3,041	5%
Native American	760	1%	567	.0 4%	193	1%
Other	5,264	3%	4,844	3%	420	2%
Total Population	**165,329**	**100%**	**142,381**	**98%**	**25,814**	**101%**

Source: John E. Husing, Moreno Valley Demographic, Economic & Quality of Life 2007. A report prepared for the City of Moreno Valley, page 7.

The population diversity in Moreno valley reflects the demographic changes that have taken place in Southern California over the past twenty years. During the past two decades African-Americans, in particular, but Latinos as well, have migrated to cities and counties outside the traditionally defined "Latino" and "African-American" communities of Los Angeles and its environs. This Migration out of the traditional ethnic centers has made cities like Moreno Valley, with its large supply of affordable housing and traditional family lifestyle, more ethnically diverse. Unlike older cities, Moreno Valley is fortunate that its neighborhoods are ethnically integrated without parts of the city being dominated by a concentration of any one ethnic group.

Chart 8-6 Ethnic Distribution Moreno Valley

Moreno Valley - 2000

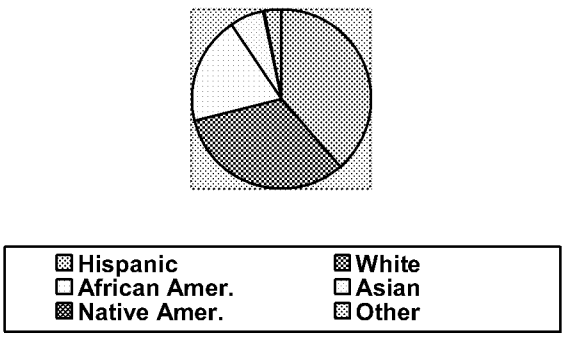

Moreno Valley - 2005

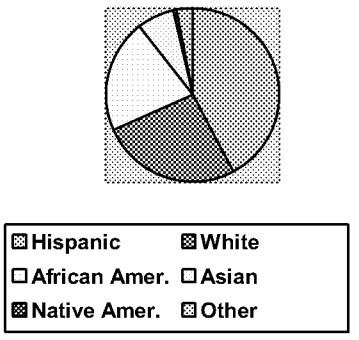

Source: John E. Husing, Moreno Valley Demographic, Economic & Quality of Life 2007. A report prepared for the City of Moreno Valley, page 7

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8.2.6 Households by Tenure and Income Level

According to the 2000 Census, owner-occupied units in Moreno Valley comprised 71.1% of all housing units, or 27,873 units.[34] Statewide 56.9% of all units were owner-occupied.[35] In Moreno Valley, the proportion of units occupied by renters was 28.9%, or 11,352 units.[36] HUD reports that there are a total of 11,550 units, based on its analysis of the 2000 Census data, the differential is less than 2% (see table 8-13).

8.2.7 Household Poverty Status

The U.S. Census determines poverty status for all persons except institutionalized persons, persons in military group quarters, persons in college dormitories, and unrelated individuals younger than fifteen years of age. There is no fixed poverty dollar amount that is used for all families, but instead the person's total family income during the last twelve months is compared with the poverty threshold appropriate for that person's family size and composition. If the total income of the family is less than the threshold appropriate for that family, then the person is considered poor or "below the poverty level", together with every member of the family. In 2007, for example, a family of four consisting of two adults and two children was considered to be below the federal poverty threshold if that family's income was $21,027 or less.[37] In other words, a household in Riverside County with an income at 30%, or $17,750 was $3,300 below the federal poverty threshold.

Poverty thresholds are revised annually to allow for changes in the cost of living as reflected in the Consumer Price Index. The thresholds are the same for all parts of the country; they are not adjusted for regional, state or local variations in the cost of living, with the exception of Alaska and Hawaii. In the case of Alaska and Hawaii, scaling factors of 1.25 and 1.15 respectively, are applied to the 2007 guideline for a family or household of four for the 48 contiguous states. In determining the poverty status of families and unrelated individuals, the Census Bureau uses thresholds (income cutoffs) arranged in a two-dimensional matrix. The matrix consists of family size (from one person to nine or more) cross-classified by presence and number of family members under 18 years old.

In 1999, 14.2% of individuals and 11.6% of families in Moreno Valley had incomes below the poverty threshold.[38] The number of families living below the poverty level in Moreno Valley numbered 3,902.[39] Of those families, 3,534 had related children 18 years of age and younger and 1,856 had related children under the age of five years.[40] Female householders living below the poverty threshold totaled 1,844 families.[41] Of the total number of female householders living below poverty, 1,711 had related children under the age of 18 and 851 had children under the age of five years.[42] Individuals living in poverty numbered 20,141, and of those, 10,555 were18 years and older, 695 were 65 years and older, 9,215 were related children under 18 years old, and 6,636 were related children between the ages of five and seventeen (see table 8-5).[43] Finally, unrelated individuals fifteen years and older, accounted for 3,582 persons in Moreno Valley who were living below the poverty level in 1999.

8.2.8 Extremely Low Income Households

Households with incomes at 50% of area median income are classified as very low income households, and those with incomes at 30% of area median and below are classified as extremely low income. In 2007, area median income for a family of four in Riverside/San Bernardino Counties was $59,200. In 2007, a household of four earning $17,750 or less was considered an extremely low income household. HUD

reports that among renter and owner households in Moreno Valley, the subset of households that have incomes at or below 30% of area median income totaled 3,582.[44] In terms of household type, this would include elderly households with one and two members, small related households with two to four members, large related households with five or more members and all other households.

The U.S. Census Bureau defines "any housing problems" as cost burden greater than 30% of income and/or overcrowding and/or a unit without complete kitchen or plumbing facilities. As noted in table 8-13 almost equal numbers of households earning less than 30% of area median and those earning between 30% and 50% of median overpay for housing. The data on household housing problems is current as of 2000. Among extremely low income renter households, 87% were classified as households with "any housing problem."[45]

Of those households within the income range of less than 30% and up to 50% of, 88% were classified as households "with any housing problems."[46] Of those households with incomes greater than 50% and up 80%, seventy-five percent were classified as households with "any housing problems."[47] It is interesting to note that when income increases to above 80%, the percentage of households having "any housing problems drops precipitously to 25%. Citywide, 45 percent of all households in Moreno Valley are classified as households with "any housing problems."[48] Accordingly, "any housing problems" can include cost burden greater than 30% of income and/or overcrowding and/or a unit without complete kitchen or plumbing facilities.

Based on the CHAS data it is evident that that the housing circumstances of the extremely low-income and low income are comparable. The housing needs of extremely low-income households like those of very low-income households include overpayment, overcrowding and substandard housing units.

8.2.9 Projecting the Number of Extremely Low-Income Households

By definition, a household that earns 30% of the area median income, adjusted for family size, is considered to be an extremely low-income household.[49] The Department of Housing and Community Development (HCD) allows jurisdictions to estimate the number of extremely low-income households by using half the number of households in a jurisdiction that earn 50% of median income or by use of census data. Staff has considered both approaches and found that using census data and HUD data, derived from the 2000 census, is more accurate for Moreno Valley.

The Comprehensive Housing Affordability Strategy (CHAS) published by HUD provides detailed information on housing problems that include housing affordability by household income. Based on CHAS data it appears that the greatest housing need among extremely low-income renter households is cost burden. A cost burdened household is one that pays in excess of 30% of its income for housing. The number of cost burdened renter households provides the city with a quantifiable figure of affordability needs among the extremely low-income.

According to the CHAS data, 1,849, or fully 62 percent of the extremely low-income renter households were cost burdened in 2000.[50] Staff estimates that 50% or 903 of the 1,806 very low-income households reported in the RHNA are extremely low-income households.

Table 8-5 Moreno Valley Poverty Status in 1999

Household Type	Number	With related children under 18	With related children under 5
Families	3,902	3,534	1,856
Female Householder	1,844	1,711	851

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices P30-33, P43, P46 P49-53, P58, P62-65, P67, P71-74 P76-77,P82, P87, P90, PCT47, PCT52-53. <http://www.infoplease.com/us/census/data/california/moreno-valley/economic.html>

Note: The total number with children under 18 and under five is greater than the total number in "Household Type" because some families have both children under 18, but older than five and children under five.

8.3 EXISTING HOUSING NEED

8.3.1 Housing Stock Conditions

Between1990 and 2000, the number of housing units in the city increased 9% from 37,945 to 41,430 total units.[51] By 2005, the housing stock had gained 10,200 additional single family units, 2,105 more multi-tenant units and there were 283 fewer mobile homes, for a total of 49,967 units.[52] Moreno Valley's housing stock is predominantly comprised of single family homes, with 67% of the housing stock, in 2000, being single family homes.[53] In the Inland Empire, the only other city with a larger share of single family homes is Murrieta, with 76%.[54]

The housing stock in Moreno Valley is relatively new, with the majority of the housing built since 1980 (see table8-6). Between 998 and 2007, 29 single family homes were rehabilitated via the citywide Home Improvement Loan Program (HILP). Fifty-five multi-family units were rehabilitated under the Rental Rehabilitation Program. All of the single family units rehabilitated were built between 1939 and 1970, while the multi-family units were built between 1960 and 1969.

8.3.2 Housing units in Need of Rehabilitation or Replacement

Since 76% of the housing stock in Moreno Valley was built since 1980, and given that the units assisted by the City of Moreno Valley rehabilitation programs, were built prior to 1970, it is reasonable to assume that a disproportionate number of units needing rehabilitation would be units built between 1940 and 1969. Units built between 1940 and 1969 comprised 9.5% of the housing stock in 2000. By comparison, based on the number of units rehabilitated by the citywide rehabilitation programs, a total of 84, which represents .002% of the total housing stock in 2000, staff estimates that as many as ten times that number, or 840 units require rehabilitation citywide, or 2% of the city's housing stock in 2006.[55] Since 90% of the city's housing stock was built between since 1970 (see Table 8-8) the assumption that no more than 2% of the housing stock would be in need of rehabilitation is a fair estimate. Units rehabilitated under the city programs were those of owners that were willing to rehabilitate their homes and had equity in their homes on which to borrow. Unfortunately, not all owners of units needing rehabilitation are willing to embark on a rehabilitation process or have the equity needed to borrow funds for the rehabilitation.

Table 8-7 provides a snapshot, based on criteria used by the U.S. Census, on housing adequacy. The U.S. Census Bureau looks

at the heating fuel used in homes and the availability of complete plumbing facilities, to asses in part, the adequacy of housing bottled LP gas and solar are adequate and relatively efficient sources for heating, the Census Bureau makes a determination that units lacking a heat source or heated with less efficient fuel sources are inadequate. Thus, in Moreno Valley, there are a 209 housing units heated with kerosene, fuel oil, wood and other fuel. There are 318 units that do not have a heating fuel source, or none is used. As a percentage of the housing stock, the number of units, either using inefficient fuels or not using any heating fuel, comprise only 1% of the total housing stock per 2000 census. Furthermore, less than 1% of the units in Moreno Valley lacked complete plumbing facilities or complete kitchen facilities, per the 2000 Census.

Based on information provided by the Building Division of the City of Moreno Valley, in the eight years between 1998 and 2006, a total 84 units have been demolished. Prior to 1998 records of demolitions were not maintained but it is estimated that in the fourteen years between 1984 and 1998, approximately 100 units were demolished. Unit demolitions occur only when the structure in deemed unfit for human occupancy due to earthquake damage, fire, unsanitary conditions that are not remedied or obsolescence, which would include buildings without foundations or other structural problems. Based on table 8-6, units built prior to 1939 total 262. It is reasonable to assume that due to age many of the units needing replacement would disproportionately be among those units built in 1939 and earlier. However, given that in the twenty years that the city has been providing building and code services in the community .004% of the housing stock has required demolition, it is likely that within this planning cycle there will be not more demolitions that in the past eight years, or an average of eleven demolitions per year.

Table 8-6 Age of Housing Stock

Year Structure Built	Number	Percent
1999 TO MARCH 2000	380	0.9
1995 TO 1998	1,746	4.2
1990 TO 1994	5,872	14.2
1980 TO 1989	23,602	56.9
1970 TO 1979	5,661	13.7
1960 TO 1969	2,229	5.5
1940 TO 1959	1,640	4.0
1939 OR EARLIER	262	0.6
Total	**41,392**	

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23-24, H30, H34, H38, H40, H43-44, H48, H51, H62-63, H69, H74, H76, H90-91and H94. http://222.inforplease.com/us/censu/data/california/moreno-valley/housing.htm.

Table 8-7 Selected Housing Characteristics

House Heating Fuel		Plumbing facilities	
Utility Gas	33,390	Lacking complete plumbing facilities	189
Bottled, Tank, or LP Gas	451	Lacking complete kitchen facilities	142
Electricity	4,834		
Fuel Oil, Kerosene, Etc.	15		
Coal Or Coke	0		
Wood	155		
Solar Energy	27		
Other Fuel	39		
No Fuel Used	318		

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices H1, H7, H20, H23-24, H30, H34, H38, H40, H43-44, H48, H51, H62-63, H69, H74, H76, H90-91and H94. http://222.inforplease.com/us/censu/data/california/moreno-valley/housing.htm.

Chart 8-7 Housing Units by Type 1990 and 2006

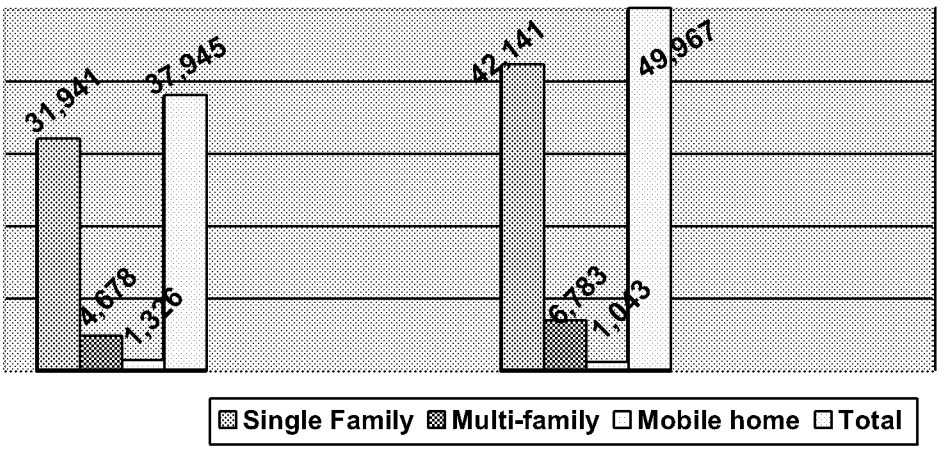

Source: John E. Husing, "Moreno Valley Demographic, Economic & Quality of Life Report 2007", a study prepared for the City of Moreno Valley, page 22.

8.3.3 Housing Supply

A diminished supply of housing results in increased housing costs making it difficult for households to afford rents and limits the ability of households to purchase a home.

The supply of affordable housing is a crucial component of affordability. Even if housing is not earmarked as affordable, a large supply of housing will drive housing prices down and result in affordable housing as vacancies increase and prices decline. However, once vacancies decrease, prices

increase again and only housing developments with affordability covenants remain affordable despite the changes in housing supply. Table 8-8 shows the number of units for renter households that were available for rent in Moreno Valley. Table 8-9 catalogs the number of units for owner households that were available for sale, in Moreno Valley.

In 2000, rental units with a current gross rent (rent and utilities), affordable to households with incomes at or below 30% of median income totaled 623, or just 2% of the total housing units in the city.[56]

Of the 623 units, 591 were occupied, resulting in a 5% vacancy rate for this affordability range. A vacancy rate less than 6% suggests that demand for housing in this affordability range is high. Consequently, in 2000 the need and demand for housing affordable to households earning at or below 30% of median was high in Moreno Valley, and conversely, the supply of housing affordable to these households was in short supply.

Of the 591 occupied units, 45% were occupied by households earning at or below 30% of median; 27% or 168 of the units were 30 years and older; and 26% of the units had some problem or deficiency.[57]

In 2000, rental units with a current gross rent affordable to households with incomes greater than 30% and less than or equal to 50% of median income, totaled 1,481 or 4% of all housing units.[58] Of those units 1,248 were occupied, and of those 65% were occupied by households earning between 31% and 50% of area median income; 34% of the units were 30 years and older; and 67% of the units had some problem or deficiency.[59] Of the 1,481 units, 233 units were vacant, with a resultant vacancy rate of 16% in this affordability range. As a standard, vacancy rates in excess of 10% suggest an oversupply of housing. Interestingly enough, in 2000 there was an oversupply of housing units that were affordable to rent by households earning 30% to 50% of median income.

In 2000, rental units with a current gross rent that was affordable to households with incomes greater 50% and less than or equal to 80% of area median income totaled 6,899.[60] Of those units 6,522 were occupied, resulting in a 5% vacancy rate in this affordability range. Sixty-two percent were occupied by households earning between 51% and 80% of median; 16% of the units were 30 years and older; and 60% of the units had some problem or deficiency.[61] Units affordable to households earning between 50% and 80-% were in short supply based on the low vacancy rate of 5%.

In 2000, rental units with a current gross rent that was affordable to households with incomes above 80% of area median income totaled 2,795. Of those units 2,712 were occupied, thus 3% of the total units in this affordability range were vacant. Consequently, units affordable to households earning above 80% of median were in the shortest supply in 2000 (see table 8-8).

The data on housing supply make evident the increase in housing activity after 2000, and most recently the decline due to a slowdown in the housing market. In 2004, single family home permits were the highest ever in Moreno Valley at 2,109. The level represented 7% of all permits issued in Riverside County.[62] However, in 2005, the number of single family permits declined 48% to 1,152 or 4% of the county total of 29,994.[63] A year later, in 2006, single family permits declined 23% from the previous year, to 830.[64] By the end of 2007, single family permits had plummeted to 300, a level consistent with that in 2000.[65] Between the 2004 and 2007, single family permits declined 86% (see table 8-10).

Table 8-8 Moreno Valley Rental Housing Supply by Income Category

Rental Units by # of Bedrooms				
Rental Housing Units by Affordability	**0-1**	**2**	**3+**	**Total**
Rent <=30%				
# occupied units	169	124	298	591
% occupants <=30%	53	47	30	45
% built before 1970	28	52	15	27
% some problem	39	38	15	26
# vacant for rent	4	18	10	32
Rent >30% to <=50%				
# occupied units	360	477	411	1,248
% occupant <=50%	60	70	61	64
% built before 1970	40	45	15	34
% some problem	70	65	68	67
# vacant for rent	40	109	84	233
Rent >50% to <=80%				
# occupied units	1,797	2,042	2,683	6,522
% occupant <=80%	74	62	53	62
# built before 1970	20	21	10	16
% some problem	75	58	53	60
# vacant for rent	97	154	126	377
Rent >80%				
# occupied units	773	433	1,506	2,712
# vacant for rent	4	0	79	83

Source: "SOCDS CHAS Data: Affordability Mismatch Output for All Households" Tables A10A, A10B, A12, A9A, A9B, A9C, A8B, A8c, A11. http://socds.huduser.org/chas/reportsaff.odb

Table 8-9 Moreno Valley Owner Housing Supply by Income Category

Owner Units for Sale by # of Bedrooms				
	0-1	2	3+	Total
Value <=30%				
	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A
Value <=50%				
	194	488	858	1,540
	45	45	20	31
	17	18	30	25
	18	21	2	10
# vacant for sale	4	47	84	135
Value >50% to <=80%				
	0-1	2	3+	TOTAL
	650	1,785	10,614	13,049
	59	37	27	30
	13	9	7	7
	4	1	1	1
# vacant for sale	15	46	447	508
Value >80%				
	1,222	800	11,231	13,253
# vacant for sale	0	470	216	256

Source: http://socds.huduser.org/chas/reportsaff.odb "SOCDS CHAS Data: Affordability Mismatch Output for All Households" Tables A10A, A10B, A12, A9A, A9B, A9C, A8B, A8c, A11.

8.3.4 Permit Activity

Consistent with the peak of single family permits in 2004, the number of multifamily units produced for the 85 multi-family permits issued set a record for Moreno Valley. The 1,536 multi-family units for which permits were issued in 2004, represents a 243% increase from the city's record of 448 units in 2003.[66] In 2005, the number of multi-family permits increased to 152, but the number of units decreased to 973.[67] In 2006, 132 multi family permits were issued for a total of 1,281 units.[68] Subsequently, in 2007 permit activity

dropped to 43 permits for a total of 455 units (see table .8-10).
The impact on housing supply from a production perspective will be a decline in the number of new housing units being produced, but the number of units available will increase due to an increase in the vacancy rate as a result of defaults and new houses that will remain vacant.

Table 8-10 2004-2007 Building Permit Activity

Building permits for single family units							
2004		2005		2006		2007	
2,108		1,088		830		300	
Building permits for multi-family units							
Permits	**Units**	**Permits**	**Units**	**Permits**	**Units**	**Permits**	**Units**
850	1,536	152	973	132	1,281	43	455
Total	**3,644**		**2,061**		**2,111**		**755**

Source: City of Moreno Valley, Neighborhood Preservation Division. Moreno Valley Building Permits 1991-2207.

8.3.5 Residential Vacancy

In January 2006, the vacancy rate for all housing units in Moreno Valley was 5.3%, the second highest in the Inland Empire.[69] Moreno Valley's vacancy rate is in part the result of a large inventory of unsold new homes. By comparison, other Inland Empire cities had lower vacancy rates; Fontana's vacancy rate was the same as Moreno Valley's and San Bernardino's was double that of Moreno Valley's. As a standard, a vacancy rate lower than 6% indicates that demand for housing is healthy, while a vacancy rate in excess of 10% is an indicator of oversupply in the housing market. In Chart 8-8 the residential vacancy rates for major Inland Empire cites are represented.

Chart 8-8 Residential Vacancy Rates Major Inland Empire Cities, 2006

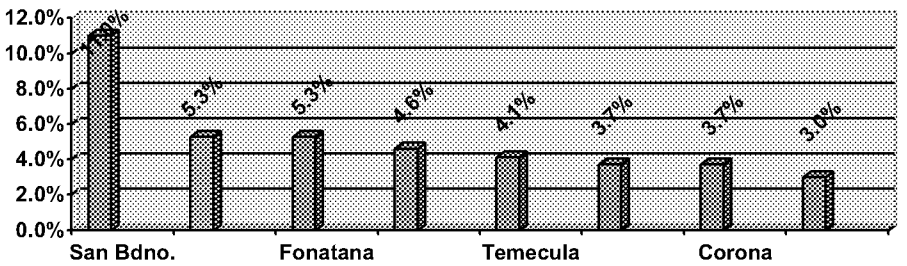

Source: Source: John E. Husing, Moreno Valley Demographic, Economic & Quality of Life Report 2007. A study prepared for the City of Moreno Valley, page, 12.

8.3.6 Housing Affordability

The price of Moreno Valley homes has increased rapidly as Southern California's more mature and developed communities reach build-out. Despite the increase in home prices, Moreno Valley's median price for existing homes of $378,715, during the first quarter of 2006, up 26% from the same period in 2005, was lower than all other major Inland Empire cities, except San Bernardino. [70]

Moreno Valley continued to attract home buyers based on the price of its existing homes compared to those in other Inland Empire communities and surrounding Southern California counties. In the 1st quarter of 2006, the savings for an existing home in Moreno Valley was $136,000 less than Los Angeles, $176,500 less than San Diego and $291,000 less than Orange counties.[71] During the 1st quarter of 2006, the median new home price in Moreno Valley was $416,000 which was $274,000 less than Orange County, where the median new home price during the same period was $690,000.[72] The Moreno Valley median new home price was $21,000 less the Los Angeles, where the median new home price was $437,000.[73] Finally, the Moreno Valley median new home price was $17,500 less than San Diego County where the median price for a new home was $433,500.[74]

The cost of homeownership in Moreno Valley can also be expressed in terms of what a Moreno Valley family had to earn in 2007 in order to buy the average priced existing home. The average price for an existing home in Moreno Valley, as of September 2007, was $307,690. However, to afford the average priced home based on an FHA loan with 3% down payment and mortgage payments not exceeding 30% of the family's income, a family would need an annual income of $96,843. However, a family of four at 120% of median income only earns $71,000 per year and could only afford a home priced at $188,000, based on FHA loan requirements.[75] If a family earning 120% of median cannot afford the average priced existing home, it would be impossible, without a significant amount of assistance, for workers in Moreno Valley earning the average wage of $30,000 to purchase a home.

8.3.7 Overpayment/Cost Burden

Overpayment for housing is the result of three market forces that conspire to make housing not affordable. The combination of low wages, inflated housing costs, and a diminished supply of affordable housing for the lowest income households results in a cost overpayment. This document details the significant affordability of Moreno Valley's housing stock, particularly in comparison to other communities in Southern California. However, overpayment for housing is a problem in all Southern California communities, in varying degrees, and is a formidable challenge for local communities to address.

Overpayment, or cost burden is defined as a circumstance in which a household dedicates in excess of 30% of its gross income to housing. Housing costs include rent and utilities paid by a renter household. Housing costs for owner households include mortgage payment, taxes, insurance, and utilities. Households at 30% to 80% of median income bear the disproportionate burden of housing overpayment.

Based on the data regarding cost burden, the predominant view is that renter households would have disproportionately higher rates of overpayment for housing. Yet, for renters, the data indicates that in Moreno Valley, renter households have greater choice and access to moderately more affordable housing.

Whereas, for owner households either their choices with regard to price were limited, as

the price of homes was beginning to increase in 2000, and/or owners chose to buy more expensive houses, regardless of the cost burden. From a policy perspective, the City of Moreno Valley has been on the right path in focusing its affordable housing efforts in the rental market, thus providing greater choices for renter households to access affordable housing. Given the city's finite resources, alleviating the cost burden for owner households is not feasible. Although, it has been the City of Moreno Valley's policy to assist owner households by providing silent seconds for homes in a defined price range.

Based on 2000 Census data, and Department of Housing and Urban Development (HUD) data, SCAG has compiled data on the number of households, by income category, that were overpaying for housing, in 2000.[76] Chart 8-9 details the information for renter households in Moreno Valley. In 2000, there were a total of 3,875 renter households that were cost burdened, or 34% of all renter households.[77] Of the 2,250 extremely low income renter households, (households, earning less than 30% of median income), 58% were cost burdened.[78] The proportion of cost burdened renter households with incomes at 30%-50% of area median income was 59%, while 43% of those at 50%-80% of area median were cost burdened.[79] By comparison, in the next income range, 80%-95% of area median income, the percentage of overburdened renter households drops precipitously to 20%.[80] The lowest proportion of cost burdened households was, as expected, among renter households with incomes over 95% of area median, with only 1% cost burdened. Note that the number of renter households over 95% of area median income was higher than other income categories for renters, and comprised 30% of all renter households in the five income levels.

Among extremely low income owner households, 69% were cost burdened, as compared to 58% of the renter households, in the same income range. Of the owner households with incomes in the 30-50% of area median income 53% were cost burdened, compared with 59% of the renter households.[81] Among owners earning between 50%-80% of median income, 57% were cost burdened compared to 43% of renter households.[82] Differing from renter households, 46% of owner households with incomes at 80%-95% of median income were cost burdened, as compared to 20% of renter households.[83] In contrast to renter households with incomes over 95% of area median, 13% of owner households in this income category were cost burdened while only 1% of renter households in this income range were cost burdened.[84]

The results of the comparison between renter and owner households, as it relates to cost burden, shows that owner a greater proportion of owner households are cost burdened across all income categories. As income increases, the proportion of households that overpay for housing decreases, both in renter and owner households. However, among renter households the decrease in the number of households overpaying is half for those at 80%-95% of area median over households at 50%-80 of are median income. Among owner households the decline in the proportion of households overpaying is not significant until incomes increase above 95%. Among extremely low income owner households, almost 7 out of 10 were cost burdened, fully half of the very low income and low income owner households were cost burdened (see table 8-11).

8.3.8 Overcrowding

Overcrowding is a measurement of the adequacy of housing units to accommodate residents. Overcrowding is determined by a standard based on the number of persons

per room within a unit. The standard is established at 1 person per room or less. Housing units are considered slightly overcrowded when the occupancy per room is 1.01 to 1.50 persons per room. Units are considered severely overcrowded when occupancy per room is 1.51 persons or more.

In 2000, there were a total of 2,620 renter households who were classified as living in overcrowded conditions, or 7% of all households in Moreno Valley.[85] Among owner households 3,325 were classified as living in overcrowded conditions or 8% of all households in the city.[86] When combined, the total number of renter and owner households living in overcrowded conditions totaled 15% of all households (see table 8-11) [87]

Table 8-11 Comparison of Cost Burdened Owner and Renter Households

Income Range	% Renter Cost Burdened	% Owner Cost Burdened
30%	58%	69%
30%-50%	59%	53%
50%-80%	43%	57%
80%-95%	20%	46%
Over 95%	1%	13%

Source: Draft Existing Housing Need Downloaded From the HUD User Web Page on 9/19/06.

Chart 8-9 Moreno Valley - Cost Burdened Renter Households, 2000

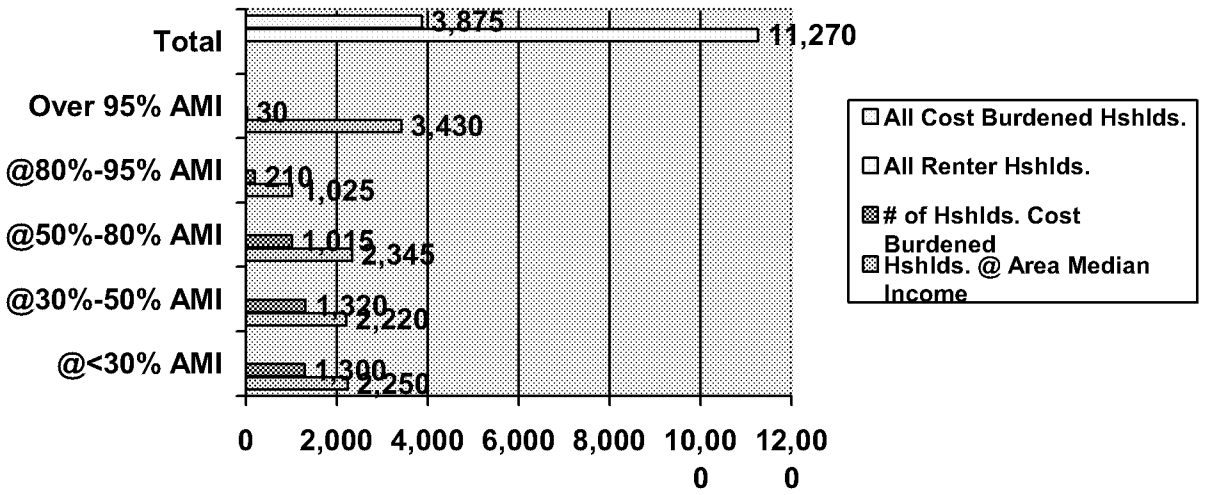

Source: SCAG. "Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006," Household Distribution by 5-Income Categories and 2-Ownership Table, Overpayment Households Distribution by 5-Income Categories and 2-Ownership Table, Riverside County, Moreno Valley. AMI refers to Area Median Income: which is the midpoint in the income distribution within a specific geographic area. In the case of Moreno Valley, the geographic area is the Riverside/San Bernardino Statistical Metropolitan Area. At the time of 2000 Census, AMI for Riverside/San Bernardino was $47,400.

Chart 8-10 Moreno Valley - Cost Burdened Owner Households, 2000

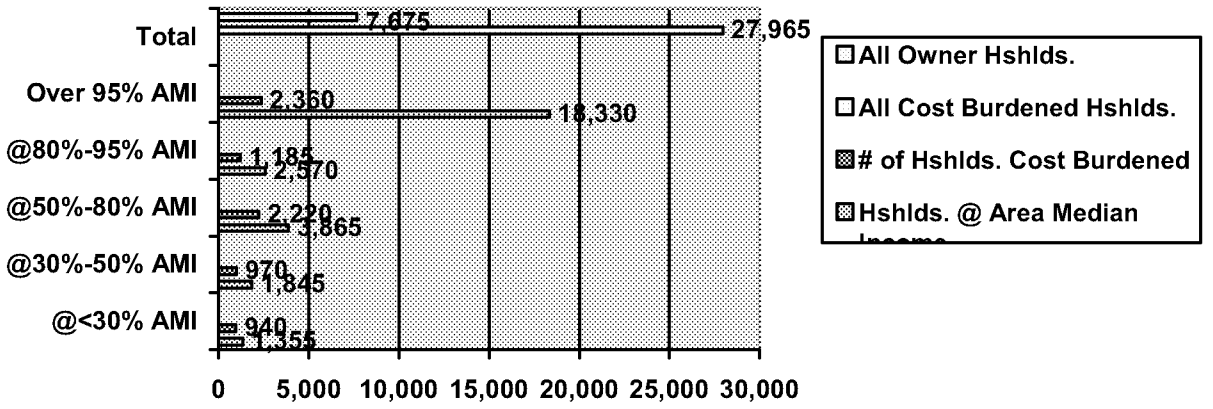

Source: SCAG. "Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006," Household Distribution by 5-Income Categories and 2-Ownership Table, Overpayment Households Distribution by 5-Income Categories and 2-Ownership Table, Riverside County, Moreno Valley. AMI refers to Area Median Income: which is the midpoint in the income distribution within a specific geographic area. In the case of Moreno Valley, the geographic area is the Riverside/San Bernardino Statistical Metropolitan Area. At the time of 2000 Census, AMI for Riverside/San Bernardino was $47,400.

Table 8-12 Overcrowded Households by Income Moreno - Valley

Tenure and Income	Number of Households	Tenure and Income	Number of Households	Total all Households by Income
Renter <30%	610	Owner <30%	195	805
Renter 30-50%	675	Owner 30-50%	560	1,235
Renter 50-80%	635	Owner 50-80%	760	1,395
Renter 80-95%	220	Owner 80-95%	435	655
Renter Over 95%	480	Owner +95%	1,375	1,855
Total Renter Households	**2,620**	**Total Owner Households**	**3,325**	**5,945**

Source: SCAG Draft Existing Housing Needs Downloaded from the HUD User Web Page on 9/19/96.

8.3.9 Special Housing Needs

In every community there are groups of people that have unique housing needs. The special needs of these groups are not only related to affordability and lower incomes, but to special needs ranging from household makeup and age to physical and emotional needs. These groups within a community's larger housing context require individualized attention so they can have access to housing.

8.3.10 Elderly Headed Households

According to the 2000 census, 1,221 householders were sixty-five years and older, representing 3.1% of all heads of household in the city.[88] Poverty among persons 65 years and older was reported for 695 persons in the 2000 census.[89] In the ten years between 1990 and 2000 the number of persons, 65 years and older, increased from 4,751 to 7,809, an increase of 64%.[90] As a percentage of the total population, persons 65 and older comprised 5.5% of the total population in Moreno Valley, per the 2000 Census. In 2006, the number of persons 65 and older had increased to 10,739, a percentage increase of 38%.[91] However, as a percentage of the total population, the 65 and older age group only made up 4% of the population in 1990 and in 2006 had risen to only 6% of the total population in the city.

In 2000, persons 85 and older comprised 7% of those aged 65 and older. The subset of persons aged 85 years is a generational group that is growing rapidly nationwide, as people live much longer. In Moreno Valley, this national trend is not yet evident because it is a relatively young community, dominated by younger families. However, as the city matures, the proportion of elderly will increase, as persons who are currently living in Moreno Valley may choose to age in place, or as children relocate aging parents closer to them, or as geriatric housing and health services become more prevalent in the community and surrounding areas. Notwithstanding the incidence of

elderly that may choose to remain in Moreno Valley, if Aqua Bella, a planned community of 2,900 senior only homes, is built, the number of persons 65 and older, living in Moreno Valley, will increase significantly.

8.3.11 Grandparents as Caregivers

The social phenomenon of grandparents raising their grandchildren has reached alarming proportions and the implications for the elderly caregiver have until recently been inadequately documented or addressed. Consequently, when discussing the needs of elderly headed households, this growing subset and their unique needs must be considered. Differing from other elderly householders, those who have care of minor children, cannot live in senior housing and contrary to popular assumption, not all grandparents are seniors. The needs of this group include affordable family housing, daycare, respite care and intervention services.

The 2000 Census reported that 2,410 grandparents in Moreno Valley were responsible for the care of their grandchildren.[92] Further data on the characteristics of these caregiver households is not available at the city level but the statewide data is compelling. In California, 294,969 grandparents were the primary caregivers responsible for raising their minor grandchildren.[93] Among California's custodial grandparents, 7% are married, 59% are female and 56% are employed.[94] .

The data on grandparent caregivers varies by county. In Riverside county there was a total 16,863 grandparents living with and responsible for their grandchildren.[95] Table 8-13 provides information on the duration of care giving in Riverside County.

Table 8-13 Grandparents Responsible For Grandchildren in Riverside County

Total Grandparent Population	821,907	
Total Grandparents living with and responsible or Grandchildren	Number	Percent
	16,863	2%
Duration of Care Giving	Number	Percent
Less than 6 months	2,182	13
6 to 11 month	1,923	11
1 or 2 years	3,955	23%
3 or 4 years	2,671	16%
5 years or more	6,132	37%

Source: Meredith Minkler, and Sana Chehimi. "A Profile of California Grandparents Raising Grandchildren," page12. Note that the above information is for grandparents age 30+.

The issues, concerns and pressures related to an older adult caregiver range from the added financial responsibilities of raising children to the housing arrangements,

emotional, medical, and respite needs for the caregiver. Differing from the situation in the last housing element cycle, there is now a Grandparent Raising Grandchildren Program in Riverside County that provides advocacy, child care/respite care, and an intervention team called the Multi-Disciplinary Team that will intervene on behalf of grandparents. There are also a number of support groups in the county.

8.3.12 Meeting Elderly Housing Needs in Moreno Valley

The housing needs of elderly households range from affordable independent living options to supportive housing services for those unable to perform certain tasks, but still able to live independently (meal delivery or transportation assistance). Some elderly households require assisted living, while others require residential care. Still others require respite support services from their role as primary caregivers of either another elderly person or grandchildren.

The City of Moreno Valley is working to facilitate the provision of a variety of elderly housing services. The total number of dedicated, affordable senior housing units funded jointly by HUD and the Redevelopment Agency of the City of Moreno Valley totals one hundred and forty-five.

Presently, a 189 unit multi-family senior project, Perris Isle, is under construction and slated for completion in December of 2008. To date, Perris Isle is the largest multi-family development exclusively for seniors. Of the 189 units, 148 or 78% are designated as affordable for fifty-five years. The Redevelopment Agency of the City of Moreno Valley has provided $1.1 million dollars in housing set-aside funds and the project received tax credit funding. Unlike the 202 senior projects, Perris Isle has a mix of one and two bedroom units.

Market-rate housing exclusively for elderly households is being developed in the city by Fairview Highland in a gated setting called Aqua Bella. At completion, Aqua Bella is slated to provide 2,900 market rate senior units.

In 2000, services available to allow frail and disabled elderly to remain at home with their spouses or extended family include day care and Alzheimer's day care at Cooper-Burkhart House which provides day care services to ninety persons in their Riverside facility and seventy persons in their Sun City facility.

8.3.13 Disabled

A person is considered to have a disability if he or she has difficulty performing certain functions (seeing, hearing, talking, walking, climbing stairs, and lifting and carrying), or has difficulty with certain social roles (children doing school work, adults working at a job and around the house). A person unable to carry out one or more activities, or who uses an assistance device to get around, or needs assistance from another person to perform basic activities is considered to have a severe disability.

According to the 2000 census there were 23,297 disabled persons in Moreno Valley.[96] Table 8-14 provides a categorization by age.

Based on data maintained by Community Care Licensing of Riverside County, there is a variety of housing options for disabled persons in Moreno Valley and surrounding communities. As of January of 2008, there were 67 licensed adult residential facilities, (often referred to as board and care homes), in Moreno Valley[97]. Adult residential care facilities provide care and supervision to adults, ages 18-59 who have a mental illness. As of the same date there were 20 group homes in the city.[98] Group homes provide housing for special

populations in need of a supervised living arrangement. Individuals residing in group homes may be mentally or physically disabled, teenage mothers, victims of domestic violence or sexual abuse, or persons recovering from substance abuse. There were 3 adult day care facilities in Moreno Valley. Adult day care facilities provide services on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons with functional impairments. There were 36 residential care facilities exclusively for the elderly. These facilities provide group housing arrangements for residents over 60 years of age, who are provided non-medical care and supervision specific to their individual needs.

Table 8-14 Disability Status of Civilian Non-institutional Population

Age	#	As % of Population	Percent Working
5-20 Years	3,664	8%	
21-64 Years	16,082	21%	52%
65 Years And Over	3,551	50%	

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrices P18-19, P21-22, P24, P36-37, P39, P42, PCT8, PCT16, PCT17 and PCT19. http://www.infoplease.com/us/census/data/california/moreno-valley/social.html

There were 5 small family homes in Moreno Valley as of January of 2008. Small family homes provide care to minor children under the age of 18.

Affordable and stable housing with the appropriate supportive services is a primary need among disabled persons. As a result of a partnership between Ability First, formerly the Crippled Children's Society of Los Angeles and the Redevelopment Agency of the City of Moreno Valley, there are twenty-five affordable apartments for disabled adults in the City of Moreno Valley.

The project allows disabled adults to live independently in apartments designed with their needs in mind and in a setting that provides social, physical and social opportunities that might not be available to them in another setting.

8.3.14 Large Families

Large families are defined as family households in which there are five or more persons. A family household is defined as one in which one or more people living in the same household are related to the head of household by birth, marriage or adoption. The 1990 Census tallied 7,776 or 22% of the households in Moreno Valley as large households, with 3.4 persons per dwelling unit. The "1998 Moreno Valley Demographic and Labor Force Study" found that 26% of the persons surveyed reported living in households that consisted of five or more persons. The average household size in Moreno Valley is 3.6 persons and the average family size is 3.86 persons. The 2000 Census

The housing needs of large families are often related to affordability and adequacy. Finding an affordable housing unit that can adequately house a large family can be a challenge, given that larger families have to use a greater proportion of their income for non-housing needs (such as food, clothing, child care, etc.). In Moreno Valley, where the majority of the housing units are single-family units, larger families have a better chance of finding adequate housing. The 2000 Census tallied a total of 8,572 households consisting of 5 or more persons. [99] In 1990, the Census counted 7,776 large family households in Moreno Valley. In

intervening ten years there has been a 10% increase in the number of large families in the city.

Since 1997, the City of Moreno Valley has made a concerted effort to provide affordable housing for large families by funding housing for large families by funding the construction of 364 three and four bedroom apartments, with fifty-five year affordability covenants, as noted in table 8-14. In addition, the city has provided ownership housing for low-income, large families through its participation with Habitat for Humanity.

8.3.15 Female Headed Households

The number of female householders has increased steadily in Moreno Valley. However, recent Census data indicates that the proportion of female households with minor children has declined steadily during the past sixteen years. In 1990, the U.S. Census Bureau reported 3,679 female householders in Moreno Valley and 6,715 in 2000. According to the U.S. Census Bureau, American Community Survey, in 2006, there were 7,980 female householders in the city. The greatest growth in the number of female householders occurred between growth 1990 and 2000, with an 83% increase in the ten year span. Notwithstanding the growth in the total number of female headed householders, as a percentage of the total household population, the proportion of female householders has remained relatively unchanged between 2000 and 2006. In 2000 female householders made up 16% of all the households in Moreno Valley, while in 2006 they comprised 17% of the total household population.

The percentage growth in female householders between 2000 and 2006 was 19%. However, the proportion of female householders with minor children at home, decreased during the same time. While 79% (2,906) of all female householders in 1990 had minor children at home, in 2000, 68% (4,258) had minor children at home. Subsequently, by 2006, the proportion of female householders with minor children at home had declined yet again to 56% (4,442).

Table 8-15 Number of Affordable 3 & 4 Bedroom Apartments

Casitas Del Valle		Oakwood Apartments		Cottonwood Place		Bay Family		RHDC		Grand Total
Unit Size	#	Unit Size	#	Unit Size	#	Unit Size	#	Unit Size	#	
Three	17	Three	92	Three	120	Three	30	Three	7	266
Four	4	Four	68	Four	26	Four	0	Four	0	98
Total	**21**	**Total**	**160**	**Total**	**146**	**Total**	**30**	**Total**	**7**	**364**

Source: City of Moreno Valley, Neighborhood Preservation Division, February 2008.

In 2005, male householders totaled 3,591 with 2,040 having minor children present in the home. In 2006, the American Community Survey, reports 3,294 male householders, in Moreno Valley, with 1,732 having minor children in the home. As a percentage of the population, male householders made up 8% of the total households in 2005 and 7% in 2006.

The housing needs of female householders are typically related to affordability and the need for adequate housing within the constraints of their low incomes. Of all family groups, poverty is highest among households headed by African American or Latino single women with children under eighteen years. The poverty rate for female-headed families has not dropped below 35% since 1959. In 1998, 38.7% of female-headed households with children under eighteen were poor, compared with 8.5% of all other households.[100] Families with female householders living below the poverty level totaled 1,844 and 93% of those, or 1,711 had children 18 years of age and younger. Poverty among male householders has not been fully explored in the research materials and cannot be presumed to be equal to that of women female householders.

8.3.16 Farm Workers

Although, the total number of acres, in Moreno Valley, dedicated to agricultural uses declined 22% between 2003 and 2007, the valuation in dollars of the crops produced has increased 20% in the same four year period.[101] The Riverside/Corona District which includes Moreno Valley has seen an increase in the valuation of agricultural crops of 22%, between 2003 and 2007. What is occurring in the district is that the once predominant agricultural use which required large tracts of land and large numbers of farm workers is changing to one that is more intensive on less acreage and can more efficiently utilize fewer farm workers. An important aspect of the increase in crop valuation is that for the firth year in a row, nursery stock ranked as the top valued crop in Riverside County. Perhaps it's a reflection of the demand for increased landscaping plants in an area that has seen an unparalleled increase in development.

Although agricultural uses have declined in Riverside County and Moreno Valley in particular, the 2006 American Community Survey, reports 158 persons residing in Moreno Valley who work in agriculture, forestry, fishing and hunting, and mining industries.[102] However, the American Community Survey's margin of error in the industry category of agriculture and associated fields is +/-156 persons. By comparison, the Moreno Valley Demographic, Economic & Quality of Life study reports a total of 334 persons, in Moreno Valley, employed in Agriculture. Given the Census Bureau's sampling margin of error, it would seem that the Quality of Life study is more accurate since the source data was the California Employment Development Department. .[103]

The USDA's 2002 Census of Agriculture, reports a total 22,788 farm workers in Riverside County and 248 migrant laborers on farms in Riverside County that use both migrant and hired labor. The definition of migrant workers used by the USDA is a "farm worker whose employment required travel that prevented the migrant worker from returning to his/her permanent place of residence the same day."[104] The census also reported 41 migrant farm workers in the county on farms that exclusively utilize contract labor. The same census also reported that Moreno only had 18 farms in 2002. Only five of the eighteen were between 50 and 999 acres, and thirteen were from 1 to 49 acres in size.

As a percentage of the farms in Riverside County, with hired farm labor, Moreno

Valley farms were 1% of the total. If we were to assume that 1% of the total farm workers in Riverside County worked on the eighteen Moreno Valley farms, then as of 2002 there would have been 228 farm workers in Moreno Valley. Hence the number of farm workers in Moreno Valley could have been as low as 228 or as high as 334 in 2007.

8.3.17 Farm Worker Housing

According to the California Department of Housing and Community Development (HCD), there are no farm worker housing units in the City of Moreno Valley. Comparatively, Riverside County has 1,000 farm worker units with 400 of those units currently permitted and in use.[105] Prior to 1950, the area that is now the City of Moreno Valley was primarily used for agricultural production. Land once utilized for farming has been developed. Farming is no longer a leading industry in the city.

All affordable housing in the City of Moreno Valley is available to farm workers. Since all affordable housing units in the city are available to farm worker households, at this time it is not necessary for the City to segregate its limited housing funds to farm worker housing.

However, the City's planning department will amend Chapter 9 of the Development Code to permit, by right, farm worker housing in all multi-family zones (R-10, R-15, R-20, and R-30), to more fully address the housing needs farm worker households.

8.3.18 Homeless Needs and Homeless Survey

The homeless needs in Moreno Valley are not the same in scope or magnitude as that of our larger neighbor Riverside or even the County of Riverside. However, the nature of the need among homeless persons and the characteristics among the homeless is similar to those in neighboring communities and the region as a whole.

On January 24, 2007 staff from Neighborhood Preservation Division, Code Compliance and officers from the City's Problem Oriented Police (POP) team conducted a homeless field survey in the City of Moreno Valley, as part of the larger County of Riverside 2007 Homeless Count. A total of 22 homeless persons were interviewed and no children were observed. The twenty-two individuals interviewed responded that they had no children living with them. Seven or 32% of those persons identified as homeless were women and two of the women were married. One of the women was homeless with her husband while the other was not. The following table provides a more complete portrait of the homeless identified in twenty seven locations in the city, at various times during one day.

Based on the County of Riverside's 2004/2005 Homeless Assessment, one-third of homeless adults in the county are women.[106] In some aspects, Moreno Valley's survey data is reflective of the county-wide data: Of the twenty-two individuals identified, 32%, or 7, were women. Five of the seven women were between 42 and 51 years old. Almost three of five or 58% of the homeless men in the county were between 61 and 42 years of age. In the Moreno Valley survey, 45% were between the ages of 40 and 56 years of age.

Also, in keeping with the county study, the majority of homeless adults are men. In the county the proportion was 70%, and in Moreno Valley, the proportion was 68%. In the county, only one-third of the homeless population can be found residing in an emergency shelter or other temporary housing facility, on any given day. Perhaps, the lack of children among the homeless identified in the city's survey could be

explained by the likelihood that homeless families with children are more likely to seek out temporary shelter, for the sake of the children. The county-wide data indicates that 46% of the homeless population is comprised of women and children.[107] Lacking data on homeless women and children, it would be fair to assume that the proportion of homeless women and children from Moreno Valley mirrors that of the county as has the city's homeless survey data.

Table 8-16 Results of Moreno Valley January 2007, Homeless Survey

Gender		Age	Ethnicity	Single or married	Number
Male		64	Latino	Single	1
Male		63	African American	Single	1
Male		56	White	Single	1
Male		54	Latino	Single	2
Male		51	White	Married	1
	Female	51	White	Married *	1
Male		48	African American	Single	1
Male		47	White	Single	1
Male		46	African American	Single	1
	Female	46	White	Single	1
	Female	45	White	Single	1
	Female	45	Latina	Single	1
Male		43	African American	Single	1
Male		42	White	Single	1
Male		42	Latino	Single	1
	Female	42	White	Single	1
Male		36	White	Single	1
	Female	36	White	Married**	1
Male		34	Latino	Single	1
	Female	28	White	Single	1
Male		21	Latino	Single	1
Total	**7**				**22**

Source: City of Moreno Valley, Neighborhood Preservation, Homeless Survey *Living with spouse. **Not living with spouse.

8.3.19 March Air Reserve Base Master Reuse Plan – Homeless Assistance Plan

The March Joint Powers Authority (JPA) is the planning agency charged with responsibility for the reuse of March ARB. The JPA has responsibility for preparation and implementation of the
Master Reuse Plan. In conformance with the Steward B. McKinney Homeless Assistance Act of 1987, the Department of Defense included March AFB in a listing of available surplus properties in the Federal Register published in May of 1994. As a result of the publication and subsequent screening of the responses, several applicants and their proposed homeless assistance programs have been granted use of several buildings at March.

Table 8-17 lists the homeless programs/services available at March Air Reserve Base. Lutheran Social Services provides transitional shelter services for single women with children. Minimum stay is three months and the maximum is one year.

U.S. Vets provides transitional housing in a 120 bed facility. The program is structured as work re-entry for homeless veterans. Services include outreach and assessment, residential substance abuse treatment and senior and disable housing.

The Concerned Family provides a ninety day transitional program for homeless women with children. Services include case management and help securing permanent housing and employment, training in independent living skills.

8.3.20 Units at Risk of Conversion

During the past thirty years, many affordable housing units were developed with low interest mortgages or rent subsidies, from the State or the Federal governments. In return, the owners were required to maintain rents affordable to low-income and very low-income households.

However, many of the mortgages allowed prepayments, or opt outs, of rent subsidy contracts that would allow an owner to charge market rents. Many of the assisted developments built in the last thirty years have had the option to prepay, and/or opt out of, affordability restrictions. The prospect has created considerable alarm, both on the part of tenants, as well as Congress and housing advocates. To avert mass displacement of low-income tenants, Congress passed the Low-Income Housing Preservation and Resident Homeownership Act (Title VI of the National Affordable Housing Act of 1990 (LIHPRHA). The objective of LIHPRHA is an extension of low-income use restrictions while offering owners alternative means of realizing a reasonable return on their investment.

In December of 1992, the City of Moreno Valley had a total of 1,286 units, in five developments, financed with proceeds from multi-family revenue bond issues. Pursuant to the regulatory agreements that govern the developments, 20% of the units had to be leased or made available for lease to lower income households. A total of 257 units were set aside in the five developments. However, only the Mountain View Apartments had a requirement, per its regulatory agreement, to maintain rents at levels affordable to lower income households.

However, the requirement expired in 1998 and the units converted to market rate at that time.

At this time, the City of Moreno Valley does not have units at risk of conversion. The rent restricted units that the city has funded through its Rental Rehabilitation Program are restricted for thirty years and still have between sixteen and twenty-two years left on their affordability terms. New

construction projects have affordability covenants of 55 years.

Table 8-17 Existing Transitional Housing Units

Facility Name	Number of Units/Number of Beds	Service Population
Path of Life	54 units (dormitory style) = 142 beds	Women with children; men with children; families
Lutheran Social Services	22 one-bedroom apartments	Women with children
U.S. Vets	120 beds	Men
Total	**76 units / 262 beds**	

Source: Economic Development Department Neighborhood Preservation Division, CDBG grantee data, FY 2007-2008.

8-4 PROJECTED HOUSING NEEDS

8.4.1 Regional Housing Needs Allocation

Under State law, each incorporated city is required to analyze existing and projected housing need and develop an implementation program for its contribution to the attainment of the State housing goals. Furthermore, the projected housing need must include a locality's share of regional housing needs. State law requires all councils of governments to develop regional allocations of housing need for all income levels.

Projecting future needs, even for a relatively short time in the future, is difficult. Economic cycles and even major economic restructuring such as was experienced at the end of the cold war and in the 1990s can cause even the most exhaustive projections to unravel. Consequently, the projections are not static but ever changing and must be adaptable to the social and economic needs of a community and the region at large.

The Regional Housing Needs Assessment (RHNA) is supposed to project future population and household growth for the planning period from 2008-2014. For the City of Moreno Valley, the RHNA forecasts a total housing need 7,474 units that must be accommodated through available sites with appropriate zoning, for the planning period from 2008-2014. The RHNA classifies the total housing need into income categories (see Table 8-18).

In order to meet the projected housing need for all income categories, 1,246 units would need to be added to the housing stock on an annual basis. A look at Moreno Valley building activity between 2004 and 2007 (see table 8-10) indicates that building activity in the city has significantly declined. In 2004, a total of 3,655 units were permitted, in 2005 the number of units permitted declined by 43% to 2,061. Subsequently, in 2006 permit activity for multi-family units increased and 2,111 units were permitted for an increase 2% from 2005. However, in 2007 total units permitted totaled 755, a decrease of 79% from the city's high in 2004 and 64% decrease from 2006. In the current climate of diminished housing activity, it is unlikely that 1,200 units will be produced annually to meet the RHNA.

However, despite the significant reduction in permit activity, the Redevelopment Agency is funding the construction of several projects that will provide dedicated affordable housing to low and very low income households. Table 8-19 provides a

listing of currently pending affordable projects and affordable projects that were built or approved between January of 2006 and July 2008. In addition, the market has been providing multi-family housing on small underutilized sites in the redevelopment area, with the construction and/or approval of 189 units.

The City of Moreno Valley is committed to creating a long range and viable housing element that looks ahead to the ongoing housing needs of its residents. As such, the element has identified sites that currently are vacant and appropriately zoned as well as sites that are appropriately zoned but underutilized. The element also includes an inventory of sites near job centers, with future economic development growth potential such as the Riverside Regional Medical Center and the sites along Alessandro and close to the recent industrial/commercial development along the I-215. The sites near the Regional Medical Center and I-215 are proposed for rezoning to higher multi-family densities with the intentional plan of providing housing for persons working at the Regional Medical Center and ancillary medical services. Additionally, the element also includes sites for rezoning that are near commercial areas and arterials with public transportation in order to provide more pedestrian friendly areas with proximity to shopping, transportation and other services.

Moreno Valley's RHNA allocation for low and very low income is 3,045 units. As shown in table 8-20 and graphically represented in Attachment 2, the City has identified sites to accommodate 3,781 very low and low income housing units, during the planning period. When combined with the 1,100 units already built or approved, a total of 4,881 very low and low income housing units will have been accommodated. Thus, the City of Moreno Valley has met and exceeded its RHNA low and very low income housing allocation. The City has also met and exceeded the RHNA needs for the moderate and above moderate residents.

Table 8-18 City of Moreno Valley, RHNA 2008-2014

Moreno Valley Regional Housing Needs Allocation 2008-2014		
Income Category	**Units**	**Percent**
Very Low-Income	1,806	24.2%
Low-Income	1,239	16.6%
Moderate-Income	1,362	18.2%
Above Moderate-Income	3,068	41.0%
Total Construction Need	**7,474**	**100%**

Source: Southern California Association of Governments (SCAG) Proposed Final RHAN Plan-Planning Period January 1, 2006 - June 30, 20148.4.2

Table 8-19 Units Credited To the RHNA - Built or Approved Between Jan. 2006 and July 2008

	Very Low	Low	Affordability[1]	TOTAL
2008-14 RHNA Allocation	**1,806**	**1,239**		**3,045**
Bay Family Apartments	60		55 year covenant	60
Cottonwood Place III	44	13	55 year covenant	57
Cottonwood Place IV	35	10	55 year covenant	45
Moreno Highlands[2]	233	155	55 year covenant	388
Rancho Dorado	**46**	**103**	55 year covenant	**149**
Perris Isle Senior Apartments	104	44	55 year covenant	148
Day and Alessandro[3]	100	125	55 year covenant	225
Habitat for Humanity		2	55 year covenant	2
Mary Erickson Housing	**26**		**55 year covenant**	**26**
Total Units Credited Toward RHNA	**648**	**452**		**1,100**
TOTAL RHNA REMAINING	**1,158**	**787**		**1,945**

[1] Affordability covenants are for a 55 year term.
[2] Moreno Highlands requires 388 units of dedicated affordable housing. Low and very low is an estimate.
[3] The proportion between low and very low is an estimate. Site is part of Calculation 5 in Attachment 1.

8.4.2 Sites Inventory Methodology

The vacant sites inventory meets the RHNA moderate and above moderate income housing need. However, there is still a RHNA balance of 1,945 units for low and very low income households, as identified in Table 8-19. All pending and approved projects that are credited toward the RHNA have been removed from the inventory to preclude double counting.

In preparing the inventory of vacant sites, it became evident that there were no longer sufficient vacant sites, with appropriate zoning to accommodate the balance of the RHNA for housing affordable to low and very low income households.

Notwithstanding the exhaustive nature of the inventory method staff recognized that with each consecutive housing element planning cycle the number of vacant sites would continue to diminish. Consequently, staff adopted an advance planning course of action to address the shortfall today and housing need in the future. As a result, staff developed a proposal to rezone a number of vacant parcels to R-30 to provide affordable housing through higher density.

Additionally, based on historical development patterns, it was assumed that the majority of sites would be developed at 80% of the maximum residential density, while some of the rezoned sites could be developed at 50% or even 25% of their capacity depending on the age and viability of the existing use on the site (See Exhibit E "Rezoned High Density", Calculation 5).

Attachment 1 "Housing Sites Inventory" is a graphic presentation of the entire inventory of sites for the City of Moreno Valley. As evidenced by attachment 1 the City of Moreno Valley has met and far exceeded is RHNA goal and provided sufficient and appropriate sites for all income groups.

8.4.3 Inventory of Vacant Sites for Low and Very Low-income Housing

In the low and very low-income category, the Regional Housing Needs Allocation (RHNA) is 3,045 units. In undertaking the sites inventory, staff began by establishing the base calculation. The base calculation consists of all vacant parcels and underutilized sites that have potential to develop or redevelop, respectively, as housing affordable to low and very low-income households. The base is the total of calculations number 1 and 2 in table 8-20 "Sites Inventory Summary for All Income Groups". As such, the base calculation plus all of the units that have been approved or built between January 2006 and July 2008 (see Table 8-19 Units Credited Toward the RHNA"), comprise the RHNA that can be accommodated in the City of Moreno Valley for low and very low income households, without rezoning.

Exhibit A-1 is an overview map of all the low and very low income vacant sites identified in the inventory of sites. A total of 95 vacant parcels are highlighted on the map (Exhibit A-1) and are appropriately zoned to accommodate 966 units of housing affordable to low and very low income households (see Attachment 3, pages 1-2, for a parcel by parcel inventory).

All the vacant sites in Exhibits A-1 through A-11 are zoned for multifamily housing with zoning densities at 15 units per acre, with the exception of the site on Exhibit A-3. This particular site is a 26 acre site, bounded by Dracaea Avenue on the north, Cottonwood on the south and Elsworth Street on the west. The site is sufficiently large to accommodate a large project and a proposed project can take advantage of the City's density bonus program. The four sites on Exhibit A-4 total 5.60 acres and are zoned R-15. These sites are located within walking distance of a large shopping center at State Highway 60 and Moreno Beach, as well as an existing multi-family community at Moreno Beach and Trail Ridge Way, as well as employment opportunities at the Auto Mall on Moreno Beach. The sites in Exhibits A-5 – A-11 are infill sites within the Village at Sunnymead, which is in the City's redevelopment area. The sites are zoned R15 and the majority of the sites are adjacent to one or more vacant parcels, so lot consolidation can be achieved in order to facilitate the development of affordable hosing, using the City's lot consolidation incentives.

The zoning designation of VR, VOR are unique to The Village at Sunnymead Specific Plan (see Attachment 3). The VR (Village Residential) designation allows multi-family development at a maximum density of 15 units per acre. The VOR (Village Office Residential) allows mixed-used development of office and residential or single use development of either office or residential, with the residential at a density of 15 units per acre. In the inventory, it was assumed that 50% of the land with a VOR designation would develop as housing and all residential designations would build out at 80% of the maximum zone density.

In Moreno Valley, residential development is permitted in the O and OC (office and office commercial) designations. The only residential development allowed in the O and OC designations is senior housing. The City provides a 100% density bonus for the development of housing affordable to very low-income senior households. If senior housing is developed in the redevelopment project area, the Redevelopment Agency can provide financial assistance, thus facilitating the project and meeting State Redevelopment requirements. However, only 33 acres of O and OC designated vacant land is located in the redevelopment area. Consequently, staff believes the acreage is insufficient to contribute to the housing inventory, since it

is unlikely that all 33 acres would develop as affordable senior housing. Consequently, the unit capacity of the 33 acres was not included in the table, although an inventory of all such zoned land in the city is included in the last two pages of attachment 2.

The redevelopment agency has been successful in financing affordable housing development on parcels with zoning at 15 units per acre. Although, the densities of 15 Table 8-21 provides a project by project listing of the affordable housing projects that have been developed at densities of fifteen units per acre and less. Similarly, market rate developers are developing multi-family housing at 15 units per acre and less. Table 8-21 is a listing of market rate developments approved or built between January of 2006 and July 2008, and located on underutilized parcels:

Thus, based on the Agency's success in developing affordable units on sites zoned at 15 units per acre and less and the market's interest in developing at such levels, staff set the density range for the inventory of low and very low income units at 15 units per acre and above. On the housing sites inventory (Attachment 2) the site at Elsworth Street just above calculation 5, is a 26 acre site. The site is unique in that it is the last vacant site zoned R-10. However, in the inventory, the balance of the sites, are zoned R-15 and R-20.

8.4.4 Moreno Highlands

The Moreno Highlands Specific Plan is and older, mix use development plan originally conceived and approved nearly twenty years ago and therefore may not be representative of the current economic environment and may not be viable. The specific plan (SP 212) has a term of twenty years expiring in 2012, with two five year extensions, which could extend to the plan until 2022. The specific plan requires that 5% of the total units in the specific plan, or 388 units, be dedicated as permanently affordable housing. Unit affordability is called out in the conditions of approval requiring that the 388 units be set aside for low and very low income households. In addition, the final conditions of approval require the "initial and on-going affordability to and occupancy of the set aside units by the target households and dispersion of the affordable housing units throughout the project to avoid economic segregation." The plan does not specify unit types, thus allowing the City and the developer to tailor the unit mix to the community's needs at the time the project is developed.

Moreno Highlands does make provisions for the phasing of the residential units. The plan does not specifically address the phasing of the affordable units, but merely notes the total number of units that will be developed in each of the three phases. The 388 affordable units in the Moreno Highlands project have been included in table 8-19, as units credited toward the RHNA.

As noted above, the current economic environment has impacted the residents of the City. Unemployment in the City is high. The City will need to consider job-producing land uses that create an improved jobs-housing balance. In an effort to better address the City's current poor jobs-housing balance, it is likely that the City may consider future proposals to rezone the geographical areas covered by the Moreno Highlands Specific Plan from residential uses to jobs-producing uses such as industrial and/or commercial. Pursing any land use changes with the Moreno Highlands Specific Plan area will not hinder the City's ability to meets its RHNA obligations.

8.4.5 Opportunities for Lot Consolidation

The City of Moreno Valley has a number of incentives in place to facilitate and encourage lot consolidation, especially of underutilized sites. Taken together the following incentives will constitute a Lot Consolidation Incentive Program (See Program 8.35) that developers can utilize:

1. Deferral of development impact fees for affordable housing until issuance of Certificate of Occupancy. (Program 8.14)
2. Policy of keeping development impact fees at a lower level for affordable housing. (Program 8.15)
3. Permit streamlining. (Program 8.16)
4. Through the County of Riverside, Waiver of Traffic Uniform Mitigation Fees (TUMPF) for affordable housing. (Program 8.17)
5. Provide density bonus pursuant to the City's density bonus ordinance.
6. Provide a 100% density bonus for senior housing.
7. 10% reduction in required yards to accommodate density above 80% of the maximum allowed density.

Table 8-20 Sites Inventory Summary for All Income Groups

Calculation Number	Sites Inventory[1]	Low and Very Low Unit	Moderate Units	Above Moderate Units	Total
1	Units Accommodated on Vacant Parcels	966			966
3	Units Accommodated on Parcels Rezoned to 30 Units per acre at Hospital and Alessandro.	1,780			1,780
4	Units Accommodated on Parcels Rezoned to 30 Units per Acre at Perris and Iris.	913			913
5	Units Accommodated on Parcels Rezoned to 30 Units per Acre at Alessandro and Frederick	122			122
	Units Accommodated Vacant Parcels with Zoning at 5.9 and >= 8 units per acre (not in the RDA).		8,234		8,234
	Units Accommodated on Vacant Parcels with zoning = 1-5 units acre.			8,879	8,879
	Total Units Accommodated in Inventory	**3,781**	**8,234**	**8,879**	**20,894**

[1] Based on historical development, it is assumed that units would develop at 80% of zone density.

Table 8-21 Affordable Housing Developed at Densities of 15 Units per Acre and Less

Project Name/Owner	Address	Covenant Date	Total Units	Acreage	Density
Bay Family Apts.	22717 Bay Ave.	7/11/2006	61	4.41	13.83
Casitas Del Valle	12315 Lamos	1/8/2003	40	3.6	11.11
Cottonwood Place	24115 Cottonwood	12/1/97	108	8.14	13.27
Cottonwood Place II	24115 Cottonwood	9/13/2005	61	5.93	10.29
Cottonwood Place III	24115 Cottonwood	12/14/2006	58	5.71	10.16
Cottonwood Place IV	24115 Cottonwood	5/7/2007	46	3.11	14.79
Oakwood Apts.	15168 Perris Blvd.	3/5/2008	241	19.17	12.57
TOTALS			**615**	**50.07**	**12.29**

Source: City of Moreno Valley, Neighborhood Preservation Division

Table 8-22 Market Rate Housing Approved or Developed on Underutilized Sites

Location	Total Units	Acreage	Bedroom Size	Density	Setbacks
Webster Avenue (approved)	24 condos	1.61		15 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
24426 Dracaea (Built & occupied)	18 apts.	1.5		12 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
Myers between Heacock & Indian (approved)	16 apts.	1.23		13 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
Elsworth and Sherman (approved)	64 condos	2.31		28 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
24172 Webster (approved)	12 apts.	.91	3	13 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
24849 Eucalyptus (approved)	12 apts.	.91	3	13 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
24333 Fir Ave. (approved)	4 apts.	.48	2	10 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
NEC of Atwood and Liberty (approved)	15 apts.	1.57	9-1 bed; 6-2 bed	9.5 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
24392 Webster (Built & occupied)	12 apts.	.90	3	13 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
Sunnymead Blvd./Back Way (approved)	12 apts.	.90	3	13 units	Front = 25 ft. Rear = 20 ft. Side = 10 ft
TOTAL	**189**	**12.32**			

Source: City of Moreno Valley, Planning Division

8.4.6 Suitability Analysis of Sites with Water Constraints in Edgemont

Unfortunately, sites in the Edgemont area are sites with insufficient water infrastructure to support development at any level, due to inadequate pressure for fire flows.[108] Attachment 1 shows the Edgemont area which is demarcated by the city border on the west, Alessandro Avenue on the south, Frederick on the east, and Eucalyptus on the north. The site owned by the Agency, (in calculation 5) slated for development of 255 affordable units, is a site that does not have water infrastructure to support development. However, since the site is adjacent to Eastern Municipal Water District (EMWD), the Agency will pay to run EMWD fire flow lines to the site and BSMWC will provide water for domestic

use, and the constraint will have been removed. In addition, all of the sites in calculation 5 can be developed by using EMWD fire flows. However, the balance of the underutilized sites in the Edgemont area that are served by BSMWC cannot be developed during this planning cycle.

In response to this constraint on development, the City of Moreno Valley has completed a water infrastructure analysis for the BSMWC service area to fully assess the infrastructure needs. Program 8.20 has been accomplished with the completion of the study. However, the cost to remove the water constraint is currently estimated at $15 million and the City does not have the resources to remove the constraint.

The impact of infrastructure availability on proposed housing element programs (specifically program 8.21) is negligible. Developers have the option of connecting to the regional water district for sites included in calculations 3 and 5. The regional water district has expressed a desire to provide hookups for projects along Alessandro, which can access its water lines, and has provided water access to developers in the past. The private water district that currently provides water in the Edgemont area has expressed a willingness to work with the regional provider. In addition, the capital improvement plan includes $2.5 million from tax allocation bond (TABS) revenues for water infrastructure needs in Edgemont, which will help facilitate future development to areas north of calculation 3 and 5.

8.4.7 Inventory of High Density Sites

The inventory of high density sites (attachment 4) consists of three geographic areas, as shown on maps Exhibit B, C, and D. The areas are referred to as calculations 3, 4, and 5. For purposes of the RHNA, the potential units in the inventory of high density sites are designated affordable to low and very low-income households. In the inventory of high density sites, there are a total of 142 acres in 54 parcels. The total number of potential units is 2,815 at 80% of the zone capacity. The minimum density for the sites proposed for rezoning is 24 units per acre. The sites proposed for the rezone are identified by Assessor Parcel Number (APN) in attachment 4, calculations 3, 4, and 5, as well as on the map labeled Attachment 1. The sites are appropriately sized to accommodate a minimum of sixteen units per site, and will allow owner-occupied and rental multifamily residential uses without a conditional use permit (CUP), or other discretionary action pursuant to Government Code Section 65583.2 (h) and (i). . In the City of Moreno Valley, a conditional use permit (CUP) is not required for multi-family housing. The proposed R-30 zone will be exclusively residential.

The sites in Exhibit C and D are comprised of vacant land, eight single family residences and a church. The owners of the large single family lots realize that their rural life style is no longer viable and consider the proposed zone change an opportunity to maximize the values of their properties in the near future.

The sites in Exhibit E, Calculation 5 consist in large part of current uses that are no longer viable or competitive with the new commercial development. The strip mall on Alessandro between Courage and Elsworth is a mixture of thrift stores, vacant storefronts, storage facilities, storefront churches and auto repair shops. Turnover in the strip mall is high given its age and lack of parking. There is potential for future redevelopment of a portion of the commercial to new residential, especially as the job corridor along the I-215 continues to develop. However, the analysis has been conservative assuming that redevelopment of developed sites would occur at 10% of the future zone density of 30 units per acre.

The construction of 225 multi-family units at Alessandro and Day, between Pepper and Day, on the Agency owned site will create momentum for redevelopment of the sites in Calculation 5, Exhibit E. The City has already rezoned the Day and Alessandro site to R-30 and chosen a developer for the project.

The areas chosen for zone changes are on major streets, near shopping and employment. The sites in Exhibit C are within walking distance of the Riverside Regional Medical Center and the Moreno Valley Unified School District offices, both of which are large employers in the city. Shopping is also on Perris Boulevard, about a mile from the proposed sites. The sites in Exhibit D are across the street from a Fresh and Easy and adjacent to other shopping including a Home Deport. The sites in Exhibit E are within walking distance of Towngate Shopping Center and the Towngate Mall and less than half a mile from the I-215 job corridor. Some areas are within the redevelopment area and some outside the redevelopment area. It was in the interest of equity and fairness that staff chose to designate areas outside the redevelopment area for increase in density so higher densities would be distributed throughout the city.

8.4.8 General Plan Amendment for R-30 Zone

It is staff's intent to initiate the proposed R-30 rezoning with 7.75 acres of redevelopment agency owned land. The site originally consisted of 8.75 acres however one acre has been donated to a child care provider. A child care facility adjacent to an affordable housing will make child care available to both the development and neighborhood residents.

The proposed affordable housing development will be the prototype project for the development of the R-30 zone standards. The redevelopment agency will choose a developer for the development of the site by the October of 2008. Agency staff will work with the developer to generate the standards for the R-30 zone. The standards created for the R-30 will encourage and facilitate the development of housing for lower-income households. It is anticipated that the standards would be finalized by October of 2009 and the general plan amendment would be approved by November 2009 (see table 8-23).

The balance of the sites will be taken to the planning commission and city council as one case for the general plan amendment. Since the remaining parcels to be rezoned to R-30 constitute a total of 151 acres, an environmental study has to be completed. The time and cost associated with an environmental study will result in a later submittal of the general plan amendment. It is anticipated that the general plan amendment for the 151 acres will be completed by 2011 (see table 8-24).

Table 8-23 GPA for Agency Owned Land

Activity	Date
Develop zone standards	September 2008 – September 2009
Approval of zone standards	October, 2009
General Plan Amendment	November, 2009

Table 8-24 GPA for R-30 Rezoned Sites

Activity	Date
Develop zone standards	September 2008 – September 2009
Approval of zone standards	October, 2009
Environmental Study	October 2009 – December, 2010
General Plan Amendment	January, 2011

8.4.9 Inventory of Moderate Income Housing Potential

The inventory of vacant sites appropriately zoned for moderate income housing begins on page 3 of attachment 3. In attachment 1, the moderate sites are represented in yellow. In Moreno Valley, a moderate income household of four persons had an annual income of $71,000, in 2007.[109]

The inventory of vacant moderate income sites tallied a total of 1,180 acres, suitable for the development of moderate income housing, in 260 parcels. The zoning designations vary from R-5 to multi-family. The sites are located outside of the redevelopment area and tend to be in areas where the predominant development has been for sale single family homes or upscale market rate apartments. The potential number of units that could possibly be built in this category, at an 80% build-out, is 8,234 units.

8.4.10 Inventory of Above Moderate Income

Above moderate income households are households whose income exceeds 120 percent of area median income. The inventory of vacant sites appropriately zoned for above-moderate income housing begins page 7 of attachment 3. In attachment 1, the above moderate sites are represented in green. There are a total of 6,664 acres of vacant sites suitable for the development of above-moderate income housing.

The inventory of vacant above moderate income sites tallied a total of 5,114 acres suitable for the development of above moderate income housing, in 1,365 parcels. The zoning designations vary from Hillside Residential (HR) and Rural Residential (RR) to R-5. The sites are located in the less intensively developed areas of the city and in the hillside areas where densities are based on a percentage slope calculation. Accordingly, in the Rural Residential (RR) and Hillside Residential (HR) one unit for five acres has traditionally been utilized as an average density due to a wide range of slopes and a desire to preserve the hillsides. The potential number of units that could be built in this category at an 80% build out is 8,881 units.

Areas of the City including the area of land located south of SR 60, east of Redlands Boulevard and extending to the City's eastern and southern borders may be targeted for future job-producing land uses. Any land use changes will not deter the City's efforts with RNHA obligations.

8.4.11 Environmental Constraints

In the inventory, staff has identified a variety of "environmental constraints". These are graphically represented in attachment 10, "Exception Areas" map. The constraints consist of site specific data from inclusion of sites in the redevelopment area or in a specific plan, to the existence of fault zones in the east end of the city and along the badlands, to flood areas and water constraints for parcels in the Box Springs Mutual Water Company service area. Denoting a site's location in the redevelopment area allow staff to identify sites eligible for Agency assistance for the development of affordable housing. Also, knowing that a site is in a specific plan

indicates that there exist unique development requirements for the site, such as zoning or development requirements. The sites inventoried are not impacted by earthquake faults that would restrict development, railroads, or March Air Reserve Base flight path.
The only environmental constraint affecting development is related to flood. The flood areas are shown in the blue overlay, in attachment 10. In addition, the parcel inventory of vacant land and the high density sites inventory, lists each parcel in a flood area. If parcels are in flood zone X, the 500 year flood plain, they can be developed as long as the structures are outside the immediate overflow areas of the flood channels running adjacent to or near the sites. Flood depths for Zone A, the 100 year flood plain, are undetermined and would have to be determined by a surveyor prior to development. Once the depths are determined, building foundations would have to be raised and flood insurance would be required. However, if flood improvements are made to the area in which the parcels are located, prior to development, the flooding constraint will have been removed. However, at this time, no such improvements are planned either by County Flood Control or by the City of Moreno Valley. Yet, the number of parcels that are affected by flood constraints are few in relation to the total inventory, thus the impact of flood constraints is minimal.

All utilities, including gas, electric, water and sewer are available to the sites noted in the inventory. Edison service is available to all sites west of La Salle Street. In 2005, the City of Moreno Valley established its own electric utility that will provide electrical services to properties east of La Salle Street.

8.4.12 Mobile Home Parks

Zoning in the City of Moreno Valley allows mobile home parks in any residential zone with a conditional use permit. This allows for maximum design flexibility. There are no established standards for the design of mobile home spaces.

Currently, mobile home parks must be large enough to allow for professional management and a decent living environment and each mobile home park must include a minimum of 5 acres and recreational amenities for the tenants. It would not be financially advantageous to develop mobile home parks on land zoned for multifamily housing since you could not achieve the higher density given the single story nature of the units. Accordingly, it would not be financially feasible to develop mobile home parks in residential designations lower than R5. In table 8-25, a total of 466, R-5 vacant sites, five acres and larger are adequate in both size and zoning for development of mobile home parks. It is important to note that the City of Moreno Valley does not have oversight of the operation of mobile home parks; the State Department of Housing and Community Development have oversight of all mobile home parks in the city.

Table 8-25 Sites Appropriately Zoned and Available For Mobile Home Parks

Zoning Designation	Density (Units/Acre)	Vacant Acres	Number of Units[2]	Number of Parcels 5 Acres and Larger
R5[4]	5	466[3]	193	42

[1] See attachment 6
[2] Units calculated at 80% of the total density capacity and reflect typical historical development patterns in the City.
[3] It is assumed that only 10% of all available acreage would develop as mobile homes.
[4] R-5 acreage contained in specific plans is not included. It is assumed that in specific plans, development of R5 acreage would follow the predominant development pattern.
All calculations are rounded.

8.4.13 Manufactured Homes

Zoning in the City of Moreno Valley allows for the placement of manufactured homes on individual lots of 7,200 square feet or more in area. Manufactured homes on individual lots are subject to the same design guidelines as conventional homes. There has been no expressed interest in providing manufactured housing on individual lots of less than 7,200 square feet in Moreno Valley. Based on the City's inventory of vacant sites, there is a total 4,574 acres of appropriately zoned land that could potentially develop as manufactured housing. However, it is assumed that no more than 10% of the available acreage would develop as manufactured housing, during the planning period, resulting in a possible 1,665 units (see table 8-26). Vacant land in Specific Plans in which the predominant development is stick-built housing has not been included in the inventory since it is unlikely that manufactured housing would likely develop given the constraints of the Plan and the existing development pattern. Furthermore, whereas in the past some small manufactured subdivisions had been built in the city, such type of subdivision has not been developed in the past sixteen years.

Table 8-26 Sites Appropriately Zoned and Available For Manufactured Homes

Zoning Designation	Density (Units/Acre)	Vacant in Acres3	Number of Units2
Residential Single Family	5 and under	4,574	1,665

[1] See attachment 7
[2] Units are calculated at 80% of total density capacity and reflect typical historical development patterns in the City. In Hillside Residential (HR) and Rural Residential (RR), densities are based on the percentage slope calculation, with 1 unit for 5 acres utilized as an average density.
[3] It is assumed that 10% of all acreage could potentially be developed as manufactured housing.
[4] R-5 acreage in specific plans is not included as development of R5 acreage would follow the predominant development pattern.

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8.4.14 Transitional Housing/ Supportive Housing and Emergency Shelters

Any existing single-family or multi-family dwelling can be used as transitional or supportive housing, without any city licensing or permits. In addition, boarding and rooming houses can be operated in the RR, HR and multi-family residential zones, without a conditional use permit. Transitional and supportive housing will continue to be treated as residential uses pursuant to the requirements of SB2.

Given the availability and number of housing units in Moreno Valley, it has never been necessary for a service provider to develop new housing for supportive housing. As a matter of fact, the City of Moreno Valley has one of the larger concentrations of supportive housing programs in Riverside County. The number licensed group facilities, including group homes, small family homes, and adult residential facilities total 91 facilities.[110] In addition, there are numerous churches and religious ministries that operate small supportive housing programs serving women and families out of single family homes.

The City of Moreno Valley General Plan allows homeless shelters with conditional use permits in the following zones: Commercial, Office and Industrial/Business Park. Table 8-27 inventories all of the vacant land on which homeless shelters can be developed, with a conditional use permit. In total, the City of Moreno Valley has 684 vacant acres available for shelters with a conditional use permit.

Table 8-26 illustrates the opportunities available for transitional housing in the form of vacant land, appropriately zoned for homeless shelters. Notwithstanding, the 208 acres, appropriately zoned for transitional housing, it is the City's estimate that at maximum 1% of all possible units may be dedicated to transitional housing. Furthermore, because of the City of Moreno Valley's membership in the Joint Powers Authority for March Reserve Base, it is a compelling assumption that most of the future transitional housing will be developed at March, where we currently have 76 units of transitional housing and 120 transitional beds.

It is most likely that homeless shelters would be developed at March Air Reserve Base. In contrast to financing the construction of a new shelter, or leasing a facility at market rate, March has existing dormitories that could be converted for shelter use, thus making the development of a shelter more financially feasible.

The development review process for a homeless shelter would be identical to the City's review process as outlined in Section 8.6.7. Non-profit applicants would receive a 25% discount on the fee for a homeless application. The City of Moreno Valley does not restrict the siting of shelters beyond the requirement that shelters be located within the allowed land use designations (Commercial, Office and Industrial/Business Park). Shelter applications would be forwarded to the Moreno Valley Unified School District for review and comment. If the district had concerns regarding the proximity of a proposed shelter to schools, the location and/or hours of operation it could be necessary for a shelter to identify an alternate location or modify its hours of operation. As noted in table 8-28, the business, office and commercial zones do not have density designations and thus multi-family developments would not be permitted, instead dormitory style shelters would be permitted in the zones. However, the Village Office Residential designation does have a density, thus allowing for the development of multi-family units for shelter use.

The conditional use permit issued by the City of Moreno Valley is valid for three years. A shelter facility must begin operation within three years of issuance of

the conditional use permit. If the facility does not begin operation within the three years, a new application would be required.

A shelter must provide one parking space for every four beds. If ancillary services are to be provided at the shelter, such as free meals for persons not residing in the shelter, additional parking would be required. The shelter applicant could submit a parking study for comparable uses at a comparable facility in order to provide the City with examples of parking requirements.

Homeless shelters are a permitted use in the public zone. However, there are no longer publicly zoned sites in the city that are available and/or appropriate for housing and shelter uses. Consequently, during the planning period, the City of Moreno Valley will amend Specific Plan 208 to add homeless shelters as a permitted use and adopt development standards for that use. There is a total of 447 vacant acres in 60 parcels in Specific Plan 208. An inventory of all the vacant sites in the specific plan is included in this document as attachment 10.

Table 8-27 Vacant Sites Zoned and Available for Transitional Housing

Zoning Designation	Density (Units/Acre)	Vacant in Acres[3]	Number of Units[2]
Multi-family R10-20	10 and above	208	295

[1] See attachment 8
[2] Units are calculated at 80% of total density capacity and reflect typical historical development patterns in the City.
[3] It is assumed that 10% of all vacant acreage could potentially be developed as transitional housing.

Table 8-28 Vacant Sites Available for Homeless Shelters with Conditional Use Permit

Zoning Designation	Density (Units/Acre)	Vacant in Acres
Business Park[2]	*	71
Commercial	*	366
Office	*	241
Village Office Residential	92	6
Total		**684**

[1] See attachment 9
[2] BP does not have a density, but it has minimum development standards: Minimum site width 200'; minimum site depth 200'; minimum front building setback area 20'; minimum street side building setback area 20'.

Table 8-29 Vacant Sites Available for Homeless Shelters by Right

Zoning Designation	Density (Units/Acre)	Vacant in Acres
Industrial/Business Park	Standards for shelters to be developed.	447
Total		**447**

See attachment 10.

All shelters would be required to develop their site in accordance with their approved plans, the Development Code, Landscape Development Guidelines and Specifications, and the General Plan. If the shelter application is for new construction, the time from application to issuance of the conditional use permit would be approximately be six months.

However, if the application involved an existing building that would only require modifications and tenant improvements, the approval from time of application to the issuance of the Conditional Use Permit would be approximately three months. In general, the approval timeframe for a shelter would be no longer than any other application. It is the City of Moreno Valley's conclusion that there are no significant constraints to the development of shelters in the city.

8.4.15 Single Room Occupancy Hotels (SRO)

The definition of an SRO as contained in the HOME regulations, 24 CFR Part 92.2 is that of a "single room dwelling unit that is the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both) if the project consists of new construction, conversion of non-residential space or reconstruction." As such the City of Moreno Valley does not have a zone designated for the possible development of single room occupancy units.

Based on the definition of an SRO, the City of Moreno Valley will amend Chapter 9 of the Development Code to establish zones that will allow single room occupancy units by right in the multi-family zones. The standards for an SRO zone will have to be developed and it will be staff goal that the standards and permit procedures facilitate the development of single room occupancy units (see program 8.25). Furthermore, the City will amend the code to allow with a condition use permit (CUP), single room occupancy units in some commercial districts, thereby facilitation the potential conversion of motels to single room occupancy units.

8.4.16 Summary

The total number of new units required under the RHNA for Moreno Valley's current planning cycle, is 7,474. The sites inventories in Attachments 3, 4 and 5 make evident the adequacy of the appropriately zoned sites to meet the projected housing need. Taken in its entirety the inventory is a formidable planning tool that can make possible the City of Moreno Valley's difficult task of meeting housing needs, even beyond the current cycle's close in 2014.

The land inventory based on Economic Development Department staff analysis meets requirements as mandated by California Government Code Section 65583.

8.5 FINANCIAL RESOURCES

In 1991 the City of Moreno Valley's first housing program was launched. The Home Improvement Loan Program (HILP) was a modest program to provide rehabilitation loans to low-income owner-occupants. At this time, the City of Moreno Valley is utilizing three funding sources for housing programs: Federal HOME funds, Redevelopment Agency set-aside funds and program income.

The proposed RDA and HOME budgets for the planning period are in Tables 8-29 and 8-30. The Agency has been able to fund all of the projects in the element (See Table 8-29 and table 8-30).

Table 8-30 Proposed RDA Budget

	FY 2007-08 AUDITED ACTUAL	FY 2008-09 PROJECTED ACTUAL	FY 2009-10 PROJECTED BUDGET	FY 2010-11 PROJECTED BUDGET	FY 2011-12 PROJECTED BUDGET	FY 2012-13 PROJECTED BUDGET	FY 2013-14 PROJECTED BUDGET
ANNUAL SETASIDE AMOUNT	4,583,576	4,197,384	4,279,270	4,356,597	4,435,470	4,515,921	4,597,981
INTEREST INVESTMENT INCOME (NOTE 1)	478,477	282,936	285,765	288,623	291,509	294,424	297,369
OTHER REVENUES		1,415	1,429	1,443	1,458	1,472	1,487
	$ 5,062,053	$ 4,481,735	$ 4,566,465	$ 4,646,663	$ 4,728,437	$ 4,811,818	$ 4,896,837
ADMINISTRATION EXPENSE	$ (825,515)	$ (1,137,637)	$ (1,194,519)	$ (1,254,245)	$ (1,316,957)	$ (1,382,805)	$ (1,451,945)
PROGRAMS (AGENCY COMMITTED)							
HOMEBUYER ASSISTANCE PROGRAM (HAP) *	(90,500)	(250,200)	(240,000)	(240,000)	(240,000)	(240,000)	(240,000)
HOMEOWNER ASSISTANCE FOR MINOR REPAIR		(7,500)					
ADMINISTRATION EXPENSE & PROGRAMS	$ (916,015)	$ (1,395,337)	$ (1,434,519)	$ (1,494,245)	$ (1,556,957)	$ (1,622,805)	$ (1,691,945)
COTTONWOOD PLACE APTS - PHASE IV							
ADRIENNE IV	(360,802)						
INFILL HOUSING (YOUTHBUILD)	(23,678)	(25,000)					
SHEILA STREET REHABILITATION PROGRAM	(2,338,931)	(619,884)					
MULTI-FAMILY HOUSING PROJECT							
OAKWOOD APTS		(3,000,000)					
MULTI-FAMILY BAY FAMILY APTS PROJECT	(755,000)						

Table 8-30 Proposed RDA Budget (Continued)

	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
ALESSANDRO AND DAY STREET LAND ACQUISITION	(4,971,500)	(282,000)					
ALESSANDRO AND DAY MULTI-FAMILY PROJECT					(5,000,000)	(5,000,000)	(5,000,000)
RANCHO DORADO			(4,750,000)	(3,750,000)			
MULTI-FAMILY PERRIS ISLE SENIOR HOUSING PROJECT		(413,000)					
NEIGHBORHOOD BEAUTIFICATION PROGRAM (NBP)			(250,000)	(250,000)			
CLOSED TO BALANCE SHEET (LT RECEIVABLES)	3,454,733						
SALE OF CAPITAL ASSETS	439,510						
LOSTS ON SALE OF LAND	(1,383,612)						
RESTATING OF NET ASSETS (RECLASSIFY LAND)	5,237,852						
TOTAL CAPITAL PROJECTS	$ (701,428)	$ (4,339,884)	$ (5,000,000)	$ (4,000,000)	$ (5,000,000)	$ (5,000,000)	$ (5,000,000)
TOTAL HOUSING EXPENDITURES	$ (1,617,443)	$ (5,735,221)	$ (6,434,519)	$ (5,494,245)	$ (6,556,957)	$ (6,622,805)	$ (6,691,945)
	$ 3,444,610	$ (1,253,486)	$ (1,868,054)	$ (847,581)	$ (1,828,520)	$ (1,810,987)	$ (1,795,108)
LONG TERM RECEIVABLES	$ (11,813,830)	$ (11,813,830)					
	$ 10,282,062	$ 9,028,576	$ 7,160,522	$ 6,312,941	$ 4,484,421	$ 2,673,434	$ 878,325

* HOMEBUYER ASSISTANCE PROGRAM FUNDINDS FOR FY 2009-10 AND FY 2010-11 WILL BE PROVIDED BY THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FUNDS

Table 8-31 Proposed HOME Budget

ADMINISTRATION/CAPITAL PROJECTS FUNDS		FY 2007-08 PROJECTED ACTUAL	FY 2008-09 BUDGET	FY 2009-10 BUDGET	FY 2010-11 BUDGET	FY 2011-12 BUDGET	FY 2012-13 BUDGET	FY 2013-14 BUDGET
BEGINNING FUND BALANCE AT BEGINNING JULY 1		**1,534,091.81**	**1,169,485.23**	**69,521.23**	**9,230.23**	**(1,060.77)**	**13,648.23**	**3,357.23**
REVENUES								
	HOME GRANT REVENUE	619,900.00	599,612.00	599,612.00	599,612.00	599,612.00	599,612.00	599,612.00
TOTAL REVENUES		**619,900.00**	**599,612.00**	**599,612.00**	**599,612.00**	**599,612.00**	**599,612.00**	**599,612.00**
EXPENDITURES								
	ADMINISTRATION EXPENSE	**(59,823.43)**	**(59,961.20)**	**(59,961.20)**	**(59,961.20)**	**(59,961.20)**	**(59,961.20)**	**(59,961.20)**
	PROJECTS/PROGRAMS							
176.77110.6810	HOME IMPROVEMENT LOAN PROGRAM		(240,000.00)	(240,000.00)	(240,000.00)	(240,000.00)	(240,000.00)	(240,000.00)
176.77110.6810	HOME IMPROVEMENT LOAN PROGRAM	(63,267.00)						
176.77110.6815	MOBILE HOME GRANT PROGRAM	(70,000.00)	(70,000.00)	(70,000.00)	(70,000.00)	(70,000.00)	(70,000.00)	(70,000.00)
NEW 08-09	HABITAT FOR HUMANITY (CHDO 2007-2008)		(92,985.00)					
NEW 08-09	CHDO UNPROGRAMMED		(89,941.80)	(89,941.80)	(89,941.80)	(89,941.80)	(89,941.80)	(89,941.80)
NEW 08-09	PERRIS ISLE		(787,000.00)					
176.	MULTI-FAMILY PROJECTS		(339,688.00)	(200,000.00)	(150,000.00)	(125,000.00)	(150,000.00)	(150,000.00)
176.76126	ADRIANNE ALLIES III (CHDO)	(795,000.00)	(20,000.00)					
	TOTAL PROJECT AND PROGRAM	**(928,267.00)**	**(1,639,614.80)**	**(599,941.80)**	**(549,941.80)**	**(524,941.80)**	**(549,941.80)**	**(549,941.80)**
TOTAL EXPENDITURES		**(988,090.43)**	**(1,699,576.00)**	**(659,903.00)**	**(609,903.00)**	**(584,903.00)**	**(609,903.00)**	**(609,903.00)**
REVENUE OVER (UNDER) EXPENDITURES		**(368,190.43)**	**(1,099,964.00)**	**(60,291.00)**	**(10,291.00)**	**14,709.00**	**(10,291.00)**	**(10,291.00)**
DESIGNATED FUND BALANCE AT JUNE 30 (ENDING)		**1,165,901.38**	**69,521.23**	**9,230.23**	**(1,060.77)**	**13,648.23**	**3,357.23**	**(6,933.77)**

8.6 PROJECTS AND PROGRAMS

The price of single-family housing in the City, while affordable when compared to the prices in other metropolitan areas in California, remains beyond the budget of low income families. The construction of multifamily projects is the most efficient use of housing funds. The City and the Agency have established a record of providing financial support to affordable multifamily projects. During the last planning cycle (2000-2008) several multi-family projects were completed and are now in service.

In addition to new construction, the City of Moreno Valley continues to provide an array of housing services that include rehabilitation and first time homeownership. The City's accomplishments during the last planning cycle are quantified in Table 8-31.

8.6.1 Preserving Units at Risk of Conversion

The City of Moreno Valley does not have housing units at risk of conversion. All affordable multi-family units assisted by the City have affordability requirements. Units with affordability requirements have a significant time of affordability remaining. At this time there is no need to develop a program for the preservation of units at risk of conversion.

8.6.2 Cottonwood Place Phases II, III and IV

Palm Desert Development Company (PDDC) completed the last three phases of the Cottonwood Place Project. These Three phases added 162 units to the existing 108-unit complex bringing the total number of units to 270. The project consists of three and four bedroom apartments. The Redevelopment Agency provided $2.4 million in loan funds for the project and the City provided $1.5 million in HOME funds, in the form of a loan The developer also received Federal and State tax credit allocations for the final three phases of the project. The rents in the development are set at an average of 46% of the Riverside County median income, the maximum level allowed by the tax credit program. The development was completed in the spring of 2007 and consequently was counted in the 2000-2008 housing element planning period.

8.6.3 Bay Family Apartments

Bay Family Apartments is a 61-unit complex consisting of 2 and 3 bedroom units, designated for very low-income households. The project is located between Bay Avenue and Adrienne Avenue, east of Pan Am Boulevard and offers low rents to families earning between 30% and 60% of the area median income. The developer of the Bay Family Apartments is Global Premier Development, Inc. (GPD). For the Moreno Valley project, the developer created a Limited Partnership entity called MoVal Bay Apartments, L.P. The total project costs were $13.4 million made up of tax credit equity, RDA funds and private financing. The Agency contributed $755,000 in housing set aside funds.

8.6.4 Targeted Neighborhood Strategy for Neighborhood Revitalization

Adopted in April 2003, the Targeted Neighborhoods Strategy for Neighborhood Revitalization concentrates resources (i.e. RDA housing set-aside funds and Federal HOME funds) into specific neighborhoods to eliminate blight and to encourage revitalization. The goal of this strategy is to improve the condition of the properties, increase property values, foster pride of ownership and reduce the need for City services (e.g. police and code enforcement). By targeting specific neighborhoods for intensive revitalization efforts, the limited funds available would be used most efficiently. Staff recommended

six neighborhoods in the City and the Council established on order of priority. With the assistance of a non-profit housing developer, who has acquired multiple properties in two of the targeted neighborhoods, a total of 44 units have been rehabilitated and are being rented to low income families.

The Riverside Housing Development Corporation (RHDC), a local Community Housing Development Corporation (CHDO), has purchase four of the eighteen buildings in the Sheila targeted neighborhood, with funding from the Redevelopment Agency of the City of Moreno Valley. The Agency has budgeted additional funds to assist RHDC and other owners in the Sheila area acquire consultant services and other supportive and organization building services to form and sustain a property owner association. As target neighborhoods come on line, the Agency will continue to play the role of mentor and sponsor in creating and sustaining owner associations.

8.6.5 Cooperative Services Senior Housing

In 2000 the City Council supported an application to the U.S. Department of Housing and Urban Development (HUD) Section 202 grant to be submitted by Cooperative Services (CSI). CSI is a non-profit consumer cooperative that provides affordable housing for elderly and handicapped residents. The corporation constructed a 70-unit senior housing apartment complex in Moreno Valley's redevelopment project area. Sixty-nine units are reserved for low income senior citizens. The project was fully occupied in March of 2004.

8.6.6 Mobile-Home Rehabilitation Program

The mobile-home rehabilitation program was first funded with HOME funds received from the State of California. The program has been active since 1993. The program provides very low-income mobile-home owners with a one-time grant to make repairs to their mobiles. The maximum amount of the grant is $10,000. Funds are first applied to correct health and safety items, followed by general home repairs.

There are seven mobile-home parks in Moreno Valley. The type of housing available in these parks is often the most affordable housing utilized by the elderly, and very low-income families. The program requires that the mobile be owner-occupied and that the owner/borrower continue to reside in the property for a minimum of one year after completion of the rehabilitation.

Seventy-three mobile home grants were completed between 2000 and 2008. While ninety such grants were proposed for the 2000-2008 housing element planning period, eligibility restrictions reduced the number of completed rehabilitation grants. Staff will review its qualification requirements, and if necessary modify these in light of the negative impact these are having on production, and endeavor to qualify more applicants for the program.

The City of Moreno Valley markets its mobile home grant program through its city wide newsletter, City Link. Staff regularly delivers program materials including applications to all mobile home parks in the city. Staff has developed a working rapport with managers at the parks and encourages them to promote the program.

8.6.7 Single Family Home Rehabilitation Program (HILP)

The Home Improvement Loan Program (HILP) provides a $40,000 maximum loan at 3% annual interest. Payments and interest are deferred, for twenty years, or when the owner sells or ceases to occupy the property. The program assists owner-

occupants who have equity in their homes and have multiple repairs and improvements to make. To be eligible for a HILP loan, an owner must have occupied the property for at least one year and have income at 80% of median or less, adjusted for family size.

Plans were to assist 15 homeowners with a HILP Loan and 15 loans were successfully completed.

8.6.8 The Hildegarde Project

One of the primary functions of the Redevelopment Agency is to eliminate blight. The Neighborhood Beautification Program addresses the exterior deferred maintenance of an entire neighborhood within one of the Community Development Block Grant (CDBG) Targeted Neighborhoods and the Redevelopment Project Area. In the past, through various city-sponsored consumer loan programs, individual homes have been repaired. The goal of the Neighborhood Beautification Program is to focus effort on an entire neighborhood at once, thus gaining the visual impact of completing all the exterior improvements simultaneously. Staff identifies neighborhoods made up of approximately 20-25 low and moderate income homeowners, with homes in need of exterior maintenance and repairs. To qualify for the grant, household income cannot exceed 120% of the Area Median Income. Typically, these repairs will include paint, landscaping, fence and concrete repair. After a neighborhood is selected, staff will arrange a meeting of homeowners to determine their willingness to participate in the program. After the initial neighborhood meeting, individual meetings with each homeowner are held to determine income eligibility.
Working with the Senior Code Compliance Officer, staff also determines the extent of the exterior repairs necessary for each home. The lists of repairs necessary to each home are combined into a single bid package. The packages are given distributed for bids by licensed contractors. The most qualified contractor is awarded the contract to complete the improvements to the homes. Investor owned properties in the neighborhood are excluded from this program. Twenty-three homeowners were assisted on Hildegard Street in one of the city's targeted neighborhoods.

8.6.9 Homebuyer Assistance Program (HAP)

The Homebuyer Assistance Program (HAP) provides financial assistance to low and moderate-income households to purchase a home. Assistance is provided in the form of deferred-payment loans and may be used for the down payment and/or closing costs. The amount of assistance made available is based on the potential buyer's income and the price of the house. Houses are eligible for maximum assistance of 20% of the purchase price to a maximum sales price amount of $362,790. The buyer receives only what is necessary to complete the purchase. The minimum contribution required of the buyer is 3% of the purchase price, unless the buyer is utilizing veteran's benefits, in which case a down payment is not required.

The HAP loan is a non-assumable, second mortgage with no interest due for thirty years. If the property is sold, the buyer ceases to occupy the property, or the property is refinanced during the term of the loan, the loan becomes due and payable. The City and owner share in the equity of the home. At sale, the City receives the amount loaned plus the percentage that the City's assistance constituted as a percentage of the original purchase price, which is applied to the gain on the sale of the home.

The 2000-2008 Housing Element called for a total of 20 families to receive assistance,

27 HAP loans were completed during the period. The rapid appreciation in value of single-family homes brought on by the sub-prime lending market made the HAP Loan Program less viable.

8.6.10 YouthBuild Moreno Valley

Two new homes located on Graham Street were constructed by Moreno Valley Youthbuild, Inc. for low-income families. The homes were completed in 2004 and 2006. Families were selected from over 300 applicants. The selection process was a struggle since HUD provides strict qualification guidelines for low income families. March Community Credit Union, a local lending institution provided special financing (i.e. 30-year fixed rate loan at 4.5%) used in combination with the City's Homeownership Opportunity Program (HOP) so that the purchase remained affordable. With the completion of the second home, Moreno Valley Youthbuild ran out of financial resources. The City's first Youthbuild grant was fully expended, and Moreno Valley Youthbuild, Inc. has ceased operations.

8.6.11 Habitat for Humanity

Habitat for Humanity is an international non-profit housing organization, which assists low and very low-income families to attain homeownership and better living conditions. Families must invest a minimum of five hundred hours of labor, or sweat equity, toward the building of their home or the home of another Habitat family. During the period of the 2000-2008 planning period, Habitat for Humanity in partnership with the City and the Redevelopment Agency completed five new homes for very low income families.

8.6.12 Acquisition, Rehabilitation, and Resale Program

The Acquisition, Rehabilitation, and Resale Program (ARR) formed a community based public/private partnership that included the HUD, the Redevelopment Agency, local contractor/development companies, local lending institutions, local realtors, local title companies, and escrow service providers. The program facilitated the purchase of distressed single-family homes with private dollars, property rehabilitation, and resale to low and moderate income owner occupants. The Revitalization Program successfully rehabilitated 101 homes throughout the community providing homes for low and moderate income home buyers.

Table 8-32 Quantified Accomplishments Housing Units by Income Category

2000 Housing Element Projects	New Construction	Rehabilitation	Preservation	Ownership	Very-Low-Income	Low-Income	Moderate Income	Above Moderate	Total
8.1 Home Improvement Loan Program		✓					15		15
8.2 Assistance for Minor Repairs		✓					6		6
8.3 Mobile Home Grant		✓			73				73
8.9 Homebuyer Assistance Program			✓	✓			27		27
8.10 Habitat For Humanity	✓	✓			5				5
8.11 HUD Homes (ARR)		✓			9	30	62		101
8.12 Hildegarde Beautification		✓					25		25
8.12 Homeownership Opportunity Program	✓			✓		2			2
8.13 Cottonwood III	✓				9	3			12
8.13 Cottonwood IV	✓				12				12
8.13 Bay Family Apartments	✓				21	9			30
8.13 Large family units	✓				14	5			19
8.14 Cottonwood II	✓				45	15			60
8.14 Cottonwood III	✓				39	6			45
8.14 Cottonwood IV	✓				26	7			33
8.14 Casitas Del Valle					15	5			20
8.14 Bay Family Apartments	✓				21	9			30
8.23 Co-op Services	✓					60			60
Total					**292**	**148**	**135**		**575**

8.7 CONSTRAINTS ON HOUSING

The availability of affordable housing for all income levels can be impacted by a variety of factors. Some of the factors are market related, such as financing, land costs and construction costs.

8.7.1 Governmental Constraints

By comparison, other constraints are related to governmental requirements such as development standards, fees, and environmental concerns. As part of the Housing Element analysis, jurisdictions are required to analyze both governmental and non-governmental constraints on the supply of affordable housing.

8.7.2 Land Use Controls

The General Plan, Specific Plans and Development Code (Title 9 of the Municipal Code) establish standards and guidelines for the use and development of land within Moreno Valley. They consist of land use map(s), goals, objectives, policies and ordinances that set forth the rules regarding the distribution, density and design of housing projects as well as individual residences.

The City's land use controls allow for a wide variety of housing types and densities. Neighborhoods range from rural to urban in character, from single-family homes on large lots to multifamily housing of twenty dwellings per acre. Tables 8-20-23 is a summary of the residential land use and zoning designations for Moreno Valley. As of the year 2000, there was an extensive amount of undeveloped land in the City, encompassing the entire range of housing choices. Land availability and zoning for all types of housing is not a constraint on housing in Moreno Valley. The primary constraint on the development of multi-family housing has been a market constraint. The market has not deemed it profitable enough to construct multi-family housing. During the last housing element reporting period (1990-1997), all of the multi-family housing constructed in the city has been done with the financial assistance of the Redevelopment Agency of the City of Moreno Valley. However, with an improved economy it is anticipated that the market constraint on multi-family housing construction will diminish.

8.7.3 Development Review Processes

The development review process is intended to implement general plan policies and other adopted policy and design standards, regulation and guidelines.

8.7.4 Permit Processing

The following is a summary of the approval process for a typical multiple-family housing project (see tables 8-32 and 8-33):

1. Prepare and submit application. The applicant prepares plans, maps and other materials necessary to review the project and submits the application to the Planning Division.

2. Receive application. The Planning Division reviews the materials submitted as part of the application. If the submittal is complete, it is taken in and assigned to a planner.

3. Process application. The Planning Department processes the application in coordination with other departments and agencies as necessary. Processing normally includes:

    a. The planner distributes copies of the proposed plans to affected agencies and departments and schedules the case for review at a meeting of the Project Review Staff Committee (PRSC). The PRSC consists of

representatives from various city departments.

b. The planner reviews the proposed plans to determine if they meet the current rules, regulations and policies. The planner also prepares an environmental initial study pursuant to the California Environmental Quality Act (CEQA). Depending upon the location and potential impacts of the project, additional environmental studies may be required. The information provided in the environmental studies may be necessary for the City to make the appropriate environmental determination: A Categorical Exemption, Negative Declaration, Mitigated Negative Declaration, or determine that an Environmental Impact Report must be prepared.

c. PRSC meets to determine if there are issues that need to be discussed with the applicant. If not, PRSC comments are mailed to the applicant. If there are issues to be discussed, the applicant is invited to meet with the PRSC. Some of the matters that are typically discussed at the PRSC meeting are required revisions to the proposed plans and the need for additional information or studies.

d. The applicant prepares the studies, if required, revises the proposed plans in accordance with the PRSC comments and submits to the City for review. If the studies and plans are acceptable, each department submits its proposed conditions of approval to the planner.

e. The planner schedules the case for hearing before the Planning Commission. A notice of the Planning Commission hearing and the proposed environmental determination is then published in the local newspaper. The notice is published a minimum of 20 days in advance of the hearing for a typical multi-family project. This corresponds to the minimum public review period for a Negative Declaration as required by CEQA. The planner then mails notice of the hearing to property owners within 300 feet of the project and also posts a public notice sign on the project site.

f. The planner prepares a Planning Commission Staff Report describing the staff recommendation and proposed conditions of approval. The report is sent to the Planning Commission and the applicant in advance of the public hearing.

4. Hold public hearing. A public hearing is held before the Planning Commission. The applicant and the public are invited to testify before the Commission. The Commission's decision includes the environmental determination as well as the project itself. Any party can appeal the decision of the Planning Commission within 15 working days after the decision. A of $580.75 fee is paid to the City to file an appeal. The appeal hearing, which is publicly noticed, is held before the City Council. The appeal hearing takes place approximately 30 days after the filing of the appeal.

The entire process is generally completed within four to six months. Processing time can be longer for housing projects accompanied by a zone change or general plan amendment that must be approved by the City Council. Cases that must go to the City Council would require an additional 30 days.

Delays in processing applications for residential development can add to housing costs. While eliminating the public hearing process could save time, it would not substantially reduce processing times. The length of time is primarily a function of the complexity of the issues and the time it takes to prepare studies to meet State and Federal environmental requirements and to address concerns brought up by neighbors and redesign projects. In addition, elimination of the public hearings would not exempt the City from delays due to the public noticing requirements specified in CEQA. On the other hand, it would have the undesirable effect of decreasing the opportunity for members of the public to hear and provide testimony on proposals that affect their neighborhoods and communities.

8.7.5 Permit Processing for Residential Care Facilities

Residential care facilities for seven or more persons would follow the same permitting procedures. However, residential care facilities for more than seven or more persons would require a conditional use permit. The conditional use permits allows the community to ensure that conditions and standards are established to preserve and safeguard the public health, safety or welfare of the occupants of the facility and the neighborhood.

Table 8-33 Permit Processing Timelines

Type of Approval or Permit	Typical Processing Time
Administrative Plot Plan/No Notice	2 to 4 months
Conditional Use Permit	4 to 6 months
General Plan Amendment	6 to 9 months
Administrative Plot Plan/Notice	3 to 5 months
Design/Architectural Review	Included in project processing
Tentative Tract Maps	4 to 6 months
Tentative Parcel Maps	4 to 6 months
Initial Environmental Study	Included in project processing
Environmental Impact Report	9 to 12 months
Plot Plan/Hearing	4 to 6 Months

Source: John Terell, Planning Official, City of Moreno Valley Planning Department, October 7, 2008.

Table 8-34 Typical Processing Procedures by Project Type

	Single Family Unit	Subdivision	Multifamily < 20 units	Multifamily > 20 units
	Administrative Plot Plan/No Notice	Tentative Tract Map	Plot Plan/Hearing	Plot Plan/Hearing
	Architecture	Site Design	Architecture	Architecture
	Site Design	Preliminary Grading/Drainage	Site Design	Site Design
	Preliminary Grading/Drainage	Environmental	Preliminary Grading/Drainage	Preliminary Grading/Drainage
		Access/Fire Flow	Access/Fire Flow	Environmental
				Access/Fire Flow
Est. Processing Time	2 to 4 months	4 to 6 months	4 to 6 months	4 to 6 months

Source: John Terell, Planning Official, City of Moreno Valley Planning Department, October 7, 2008.

8.7.6 Design Requirements

The following describes the types of design requirements imposed on multifamily development and the impact of those requirements on the cost and supply of housing affordable to lower-income households. However, the design guidelines do not pose a significant constraint on the development of housing in Moreno Valley.

In the city's development code, the General Design Guidelines, excluding parking which is addressed in 8.6.10, are noted as follows:

1. Ground-floor dwellings should have a front and back entry, one of which is the main entry for the use of guests and is oriented to their arrival points.
2. Each multi-family unit should have at least one hundred square feet of private open space which may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.
3. Individual units should have a porch or porch-like space at the front door.
4. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty feet from the units they serve.
5. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors, enhance landscaping or enhanced paving. "Special doors" refers to doors that open sufficiently to allow collection vehicles to mechanically lift out commercial size trash containers.
6. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.
7. Drive aisles should be curved and should incorporated landscaping and

paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking pavers bands or etching across drives. Speed bumps or botts dots are not an acceptable alternative.

8. Freestanding structures, like gazebos or pergolas, should be located to define activity nodes at pathway intersections or in secluded landscape areas.
9. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting line of sight between balconies and into parking areas.
10. Individual dwelling units should be distinguishable from one another and have separate entrances.
11. Multi-family units shall be clustered to minimize grading and to help maintain the natural landscape.
12. Stacked flat condominium arrangements shall be discouraged, while townhouse styles shall be encouraged.
13. When appropriate, multifamily projects shall be designed for the needs of families with small children, the disable and the elderly. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.
14. Architectural features should be used to increase privacy from nearby units and common or public spaces.
15. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable shall be discouraged.
16. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each entrance of a multi-family development.
17. Senior housing warrants special design considerations, including:
    a) Intimate, shaded outdoor seating area;
    b) A network of pathways, providing interesting walking experiences;
    c) Gentle slopes for outdoor pathways and ramps to entry doors and between floors;
    d) Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;
    e) Security;
    f) Direct ambulance access;
    g) Parking close to units;
    h) Elevators.

Parking and open space requirements probably have the greatest potential effect on the cost of housing. The land the must be devoted to parking and open space constrains the amount of land available for housing. In some cases, this could make it more difficult to achieve the highest residential densities allowed under zoning regulations.

There are a variety of design requirements imposed on multifamily development that can affect the cost of housing development. The design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. The design guidelines do not pose a constraint on the development of housing in the City of Moreno Valley but represent city policy with respect to the

quality of design expected for all projects within the city.

8.7.7 Open Space Requirements

The Municipal Code requires a minimum amount of common and private open space for multi-family development. Common open space must total a minimum of 33% of each development. This area includes the required setbacks, common recreation facilities and other common open space areas. In addition, each dwelling unit should have at least 100 square feet of private open space such as a private patio for ground floor units or a balcony for units above the ground floor.

8.7.8 Parking Requirements

Parking requirements can have a potential impact on the supply and cost of housing, possibly resulting in a constraint on housing development. In the case of multiple family housing, the land dedicated for parking, constrains the amount of land available to building housing units. This could make it more difficult to achieve the highest allowable residential densities. For example, building might have to be three stories instead of two stories to provide area for the required number of parking spaces. It is less of a constraint for affordable housing because affordable developments are generally smaller. The requirement for covered parking may also be a constraint, because garages or carports add to the cost of housing development.

With respect to single-family developments, a two-car garage is required for each single-family residence. Two covered parking spaces (either carports or garages) are required for second units. One uncovered parking space is required for granny units. This requirement has not impacted our ability to meet allowed densities.

With respect to multiple family developments, Moreno Valley reduced its parking requirements in recognition of the potential constraint that parking could have on housing development. The parking standards within the Moreno Valley Ranch Specific Plan were reduced in November of 2003. The Eastgate Specific Plan parking standards were reduced in June of 2004. The citywide parking standards for multiple family housing were modified in November of 2004.

The adjustments noted in table 8-33 substantially reduced the potential constraint that parking requirements might have placed on housing development in Moreno Valley. Except for sites with unique topographic or site configurations (utility easements, more than two street frontages), projects have been generally approved at or near the maximum allowed density.

Design requirements are necessary to ensure that all housing developments in Moreno Valley remain safe, convenient and decent places to live for years to come regardless of the income level of the residents. These are not considered serious constraints on housing development. Reductions to the design standards could be used as incentives for eligible housing projects under density bonus law. Incentives are available to projects with specified percentages of units reserved for seniors or lower income households

8.7.9 Development Standards

Residential development standards are intended not only to protect public health and safety. Some of the residential development standards are intended to promote the general welfare of the community by creating attractive, pleasant and convenient living conditions. It should be noted that Moreno Valley's density bonus program for affordable allows for the reduction of certain "quality of life"

standards in conjunction with the development of affordable housing.[33] The standards that could be reduced include lot size, lot dimensions, parking requirements and the size or interior amenities of the density bonus units. Additional requirements could be added to the list of standards that could be reduced as part of the density bonus program. They include the following: the number of parking spaces for units consisting of two or more bedrooms, the number of covered parking spaces per unit and recreational vehicle parking requirements.

The residential development standards in tables 8-32-36 do not represent a significant constraint on development of housing in the city. Multifamily units can be constructed to a height of fifty feet or four stories and maximum site coverage of 50%.

The city has an adopted density bonus ordinance that allows developers to receive a 25% density bonus. In addition to the 25% density bonus, developers building housing for senior citizens may receive an additional 75% density bonus, resulting in a cumulative density bonus of 100%. When utilizing the density bonus a developer may be eligible to receive a 50% reduction of city impact fees and parkland fees for units affordable to very low-income households and a 25% reduction for units affordable to lower-income households. The density bonus also allows developers of multi-family housing to reduce their parking by .5 of a space for each dwelling unit that is affordable to very low and lower-income households. The single-family residential development standards allow for lots of 4,500 square feet (RS 10) that give developers the opportunity and flexibility to build affordable single- family housing. In certain specific plans, lots as small as 3,500 square feet are permitted. The low-density designations for single- family housing are located in the east end of the city where hillside development and an already established rural development pattern allows yet another type of housing choice.

Within specific plans there is a variety of zones that are unique to the specific plans. Basically the LD, MD. ML and other designated uses refer to low density and medium densities that mimic the R5 and RS-10 designation in the general plan.

In the Inland Empire, unlike other areas in Southern California, it is still feasible to provide adequate parking for multi-family housing developments due to lower land costs.

Table 8-35 Parking Requirements

Type of Dwelling	Original Parking Standard	New Parking Standard
Studio multifamily unit	1.5 spaces (1 covered)	1.25 spaces (1 covered)
One-bedroom multifamily	1.5 spaces (1 covered)	1.5 spaces (1 covered)
Two-bedroom multifamily	2.5 spaces (2 covered)	2 spaces (1 covered)
Three or more bedrooms	2.5 spaces (2 covered)	2.5 spaces (1 covered)
All multiple family projects	RV parking required	No RV parking required
All housing types	Bicycle parking required	No bicycle parking required

Note: Guest parking is included in the parking standard as .25.
Parking standard for senior housing is 1 covered space/studio unit, 1.25 spaces/1 bedroom unit (1covered) and 1.5 spaces/2+bedroom unit (1 covered). The standards may be reduced subject to a parking study.

Table 8-36 Single Family Residential Development Standards

Requirement	R1	R2	RA2	R3	R5
1. Maximum density (dwelling units per net acre)	1	2	2	3	5
2. Minimum lot size (sq. ft. net are)	40,000	20,000	20,000	10,000	7,200
3.Minimum lot width, in feet	150	100	100	90	70
Cul-de-sac/knucle lot frontage	35	35	35	35	35
4. Minimum lot depth, in feet	170	120	120	100	100
5. Minimum front yard setback	25	25	25	25	20
6. Minimum side yard setback, in feet					
a. Interior side yard	*	*	*	*	*
b. Street side yard	20	20	20	15	15
Requirement	**R1**	**R2**	**RA2**	**R3**	**R5**
7. Minimum rear yard setback, in feet	40	35	35	30	15
8. Maximum lot coverage	25%	30%	30%	40%	40%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.				
10. Minimum dwelling size (sq. ft.)	1,500	1,500	1,500	1,250	1,250
11. Minimum distance between buildings, in feet (including main dwelling units and accessory structures)	20	15	15	10	10
12. Floor area ratio		.			
a. One-story home	.25	.30	.30	.40	.40
b. Multi-story home	.50	.60	.60	.70	.70

*Combined interior side yard setbacks of twenty feet shall be provided with a minimum of five feet on one side.
Source: Moreno Valley Municipal Code, Chapter 9.03.040 Residential site development standards

Table 8-36 Single Family Rural Residential Development Standards (Cont'd)

Requirement	Rural Residential	Hillside Residential
Slope Density Natural Area Relationship	Maximum density (du/ac) and the minimum percent of site to remain in a natural state shall be determined by a lope analysis.	Maximum density (du/ac) and the minimum percent of site to remain in a natural state shall be determined by a lope analysis.
Minimum Lot Size	Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of 10% or less unless determined to be reduced by an approve slope analysis. Based on a slope analysis, minimum lot size may be reduced to 20,000 s.f. or the minimum lot size of the adjacent zone, whichever is greater.	Minimum lot size shall be one acre within a slope category of 10% or less unless determined to be reduced by an approved slope analysis. Based on a slope analysis, the lot size may be reduced to 10,000 s.f. or the minimum lot size of the adjacent zone, whichever is greater.
Subdivision Design and Future Land Divisions	Subdivisions shall be compatible with the surrounding development pattern.	Subdivisions shall be compatible with the surrounding development pattern.
Building Height	Dwellings and other accessory structures shall not exceed 30 feet in overall height, provided that on slopes of less than 10%, the overall height shall not exceed 35 feet.	Dwellings and other accessory structures shall not exceed 30 feet in overall height, provided that on slopes of less than 10%, the overall height shall not exceed 35 feet.
Setback and other Site Development Criteria	On a lot under 40,000 s.f. the R2 district standards shall apply. On a lot 40,000 s.f. or greater, the R1 district standards shall apply (see table 8-30).	On a lot less than 20,000 s.f. the R-3 standards shall apply. On a lot between 20,000 s.f. to 40,000 s.f. the R-2 standards shall apply. On a lot 40,000 s.f. or greater the R-1 standards shall apply.

Table 8-37 Multi–Family Residential Development Standards

Requirement	RS10	R10	R15	R20
1. Minimum density (dwelling units/net acre)	10	10	15	20
2. Minimum lot size (net area in sq. ft.)	4,500			
3. Minimum lot width in feet	45	Single family developments within the R10, R15, R20 and R5 of the Village at Sunnymead shall be subject to lot size, width and depth and other applicable site standards as the R5.		
Cul-de-sac or knuckle lot frontage	35			
4. Minimum lot depth in feet	85			
5. Minimum front yard setback, in feet	20			
Front facing garages	10			
Building other than front-facing garages	10			
6. Minimum side yard setback, in feet				
Interior side yard	**	10	10	10
Street side yard	10	20	20	20
7. Minimum rear yard setback, in feet.	15	15	20	25
8. Maximum lot coverage	50%	40%	45%	50%
9. Maximum building and structure height, in feet	35		50 feet	
10. Minimum dwelling size (sq. ft.)	1,000		**	
11. Minimum distance between building, in feet (including main dwelling units and accessory structures)	10	20	20	20
12. Floor area ratio				
a. One story home	.50		Not applicable	
b. Multi-story home	.75			

Moreno Valley Municipal Code, Title 9 Planning and Zoning, Chapter 9.03 Residential Districts, Table 9.03.040-6.

*In RS10 district, minimum street side setback: 10 feet. Interior side setback: 5 feet, except for zero lot line development with houses placed on an interior side lot line. In such a case, the other minimum side yard setback shall be 10 feet. **Minimum dwelling sizes in multi-family projects shall be as follows: 1 bedroom: 450 sq. ft.; 2 bedrooms: 800 sq. ft.; 3 bedrooms: 1,000 sq. ft.

8.7.10 Development Fees

Development fees increased significantly after the passage of Proposition 13. Local governments have to balance the need for affordable housing with budgetary constraints and the need for services to be economically self-supporting. The City of Moreno Valley is sensitive to the needs of both the development community and its residents with respect to the impact development fees have on the cost of housing. As such, the City of Moreno Valley has taken steps to mitigate the impact of development fees on housing in the following actions:

- Lowered City impact fees by 9% in 2000 (see table 8-37).
- Frozen impact fees for affordable housing developments at the rate in effect in December 2006.
- In coordination with WRCOG, waived Traffic Uniform Mitigation Fee (TUMF) for all affordable housing developments(see program 8.17)
- When utilizing the density bonus a developer may be eligible to receive a 50% reduction of city impact fees and parkland fees for units affordable to very low-income households and a 25% reduction for units affordable to lower-income households.
- Deferral of development impact fees for affordable units, until issuance of Certificate of Occupancy (see program 8.15).

However, fees on development are also levied by other agencies outside the control of the City of Moreno Valley. For example, while the City of Moreno Valley lowered its development fees, the school district increased its fees for all new residential construction. This increase had the effect of increasing the development fees overall. Nonetheless, fees levied by the city on affordable multi-family developments are 72% lower than on market rate, multi-family developments, primarily as a result of the City's action to freeze the fees for affordable developments. [111]

City development fees are not a significant constraint to the development of affordable housing in Moreno Valley, but the increases in other agency controlled development fees can be a constraint on housing.

8.7.11 Code Compliance

The City's code compliance enforcement action as mandated by the Health and Safety Code along with State housing laws and the Uniform Housing Code have not been a constraint on affordable housing. The City has not adopted more stringent standards than those noted, but has worked to preserve and maintain the City's housing stock in a safe and decent condition for lower income residents. The City's code compliance enforcement program helps preserve affordable housing and eliminate substandard housing conditions.

8.7.12 Community Opposition

Local governments have a difficult balancing act when it comes to facilitating the development of low and moderate-income housing and their responsibilities to existing residents, environmental issues and community opposition to affordable housing.

Community misconceptions of affordable housing and their opposition to a project, combined with a local government's desire to respond to the community can result in constraints to affordable housing.
Several years ago, the Redevelopment Agency in cooperation with a non-profit developer sought to develop thirty affordable town-homes in the city. However, strident community resistance to the project resulted in a denial of a request for zone change to allow the project to be built on the site acquired the Agency.

8.7.13 Housing for Persons with Disabilities

All new housing developments in the City of Moreno Valley are required to comply with California Building standards (Title 24 of the California Code of Regulations) and the federal Americans with Disabilities Act (ADA) requirements. The City of Moreno Valley enforces requirements under the most recently amended Uniform Building Code, as amended by the State of California in 2001.

The City of Moreno Valley has provided funding in excess of $1.7 million dollars, in Agency funds, for the development of 100 units of housing with affordability covenants for the elderly and persons with disabilities. Persons with disabilities have the unique opportunity of living independently in Moreno Valley, in an Agency-assisted development consisting of twenty-five accessible apartments, constructed in 1996.

Housing for elderly, and housing specifically developed and designated for persons with disabilities has been situated in areas with easy access to public transportation, shopping, medical facilities and recreational uses.

Additionally, the City will amend Title 9 of the Development Code to adopt written reasonable accommodation procedures by 2011.

Table 8-38 City of Moreno Valley Development Fees

Fee Category	Fee Amount	
Planning and Application Fees	**Single-Family**	**Multifamily**
Plot Plan approval	$860	$8,274 + $30/unit[1]
Variance	Not typical	Not typical
Conditional Use Permit	Not applicable	Not applicable
General Plan Amendment	Not typical	Not typical
Zone Change	Not typical	Not typical
Site Plan Review	Included in Plot Plan	Included in Plot Plan
Architectural Review	Included in Plot Plan	Included in Plot Plan
Planned Unit Development	Not typical	Not typical
Specific Plan	Not applicable	Not applicable
Development Agreement	Not applicable	Not applicable
Other	Not applicable	Not applicable
Subdivision		
Certificate of Compliance	Not applicable	Not applicable
Lot Line Adjustment	Not typical	Not typical
Tentative Tract Map	$8,497+$72/lot[2]	$8,497+$72/lot[2]
Final Parcel Map (Land Development)	$3,860	$3,860 +$41/unit
Vesting Tentative Map	Not applicable	Not applicable
Other		
Environmental		
Environmental Review	$753	$753
Environmental Impact Report	Not typical	Not typical
Negative Declaration	Included in ER	Included in ER
Mitigated Negative Declaration	Not typical	Not typical
Other		

Table 8-38 City of Moreno Valley Development Fees (Cont'd)

Fee Category Impact	Fee Amount Single-Family	Fee Amount Multifamily
Police	$ 464	$ 368
Fire	$ 650	$ 261
Parks	$ 5,167	$ 4,526
Water (EMWD)	$ 4,324[3]	$ 8,071[4]
Sewer (EMWD)	$ 6,727	$ 7,478
Solid Waste	Not applicable	Not applicable
Traffic - City	$ 5,622	$ 3,934
Flood (Riverside County) cost for subdivision	$ 2,990	$ 2,990
School Moreno Valley USD Val Verde USD	$4.21/s.f [5] $5.92/s.f	$4.21/s.f [6] $5.92/sf
Other City Facilities, including Library	$ 1,842	$ 1,196
Habitat - Regional	$ 1,938	$ 1,008
Traffic - Regional	$10,046	$ 7,054
TOTAL	**$49,952**	**$54,512**

Source: John Terell, Planning Official, City of Moreno Valley Planning Department, October 7, 2008.
1 Note this is per unit cost and will vary based on the project size.
2 Note this is per lot cost and will vary based on the number of lots.
3 Of the noted total, $534 is per unit cost for meter installation and water and sewer development cost. Source: http://emwd.org/new_biz/construction_fee_res-div.html
4 Of the noted total, $829 is per unit cost for meter installation and water and sewer development cost. Source: http://emwd.org/new_biz/construction_fee_res-div.html
5 Source: http://www.mvusd.net/apps/pages/index.
6 Source: Val Verde Unified School District.
Note: The total under the multi-family category would be approximately 72% lower for affordable units, or approximately $34,170, since affordable units do not pay the regional traffic fee.

8.7.14 On/Off-Site Improvements Mutli-Family Development

Typical offsite improvements consist of street, storm drain, wet and dry utility improvements. Improvements are usually limited to project frontage limits with transitions to existing improvements as necessary. Development Impact Fee (DIF) credit is available for developers who construct qualifying DIF street and traffic signal improvements. The following summary is for typical multi-family developments.

Streets
Street improvements consist of, but are not limited to, pavement, base, curb, gutter, sidewalk, street lights, raised landscaped median as appropriate, to underground overhead utilities, driveway approaches. Often additional right-of-way dedication is required so that the street width conforms to the City's General Plan Circulation Element. The street width varies based on the street classification. A public sidewalk is always 6' wide, whether it is curb-adjacent or curb separated. Typically, projects are conditioned to construct half-width street improvements plus a travel lane on the other side of the street along project frontage and any necessary transitions joining proposed to existing improvements.

Storm Drains
Drainage improvements may be required. The site is graded to drain toward the public right-of-way. If there is an existing downstream storm drain nearby, the project is required to construct a storm drain along project frontage and downstream to the existing storm drain terminus. Catch basins and storm drain laterals are required. By and large, parkway drains are the drains required to convey onsite runoff to public streets.

Water and Sewer
Eastern Municipal Water District is the city's primary water and sewer purveyor. Projects need to construct onsite and when not pre-existing, offsite water and sewer improvements consistent with EMWD standards. Projects are required to construct water and sewer laterals along with proper connections. Valves, cleanouts, backflow prevention devices, fire hydrants, and sewer manholes are some appurtenances that are commonly associated with connections to existing water and sewer lines.

Onsite Improvements
Typical onsite improvements relevant to engineering consist of parking lot improvements, drainage facilities, and water quality treatment.

Parking lot improvements consist of, but are not limited to, pavement, base, curb, gutter, sidewalk, ribbon gutter, handicap access ramps, striping, and signage.

Onsite drainage facilities may consist of surface system facilities such as ribbon gutters and swales or subsurface system facilities such as inlets, drain pipes, underground storage.

Water quality treatment control best management practices (bmps) should be factored into the design of the project. Depending on the identified pollutants of concern, treatment control bmps may include infiltration basins, water quality basins, or bio swales.

Table 8-39 Average Cost per Unit On/Off Site Improvement Costs

Improvement	Multi-Family	Single Family
Offsite	$ 878	$290
Onsite	$2,270	$ 48
Total	**$3,148.00**	**$338.00**

Source: Land development staff. Staff used historical data-previous project fees paid and the number of units to arrive at an average cost per unit.

8.7.15 On/Off Site Improvements Single Family Residential Development

The offsite improvements for single family residential development are similar to those for multi-family development. Onsite improvements are different as listed below.

Many of Land Development's fees are based on valuation or earthwork volumes i.e. plan check and inspection fees are based on a percentage of the engineer's cost estimate for offsite improvements and for onsite improvements, while grading plan check and inspection fees are based on earthwork volume cubic yards (see table 8-38).

Typical onsite improvements relevant to engineering consist of drainage facilities and water quality treatment for single family residential lots. There may be other improvements associated with common areas. The items below are improvements specific to a lot. Except for improvements associated with common areas, if a residential tract has a common area, all other improvements would be considered offsite public improvements.

`Storm Drains

Earth swales to allow for project drainage around a house pad are required. These swales drain to the driveway. Some developers choose inlets and drain pipes to convey lot drainage to the street. In the case where inlets and drain pipes are utilized, a curb core is required through the street curb.

Water and Sewer

Water quality treatment control for single family residential development is typically reduced to a water quality basin located at the projects low point. An HOA is required to maintain the water quality basin.

8.7.16 Procedures for Ensuring Reasonable Accommodations

Households with disabled members can access the City of Moreno Valley via telephone, the internet, via United States mail, visit City Hall, as well as the City's accessible city planning commission/council chambers.

Requests for special accommodations or variances due to needs related to a household's disability can be made by means of provisions in the City of Moreno Valley's Development Code. Provisions in the Development Code ensure that reasonable accommodations are obtainable for persons with disabilities.

The City of Moreno Valley shall Amend Title 9 of the development code to include reasonable accommodation procedures.

8.7.17 Variance Permit Procedure

The purpose of the administrative variance is to allow adjustments to provisions of the development code in order to prevent

unnecessary hardships that might result from a strict or literal interpretation and enforcement of certain regulations. Requests for variance from certain types of zoning regulations or conditions of approval may be approved, conditionally approved, or denied by the community development director without the necessity of a public hearing.

Administrative variances of ten percent of less may be granted over the applicable standard for setbacks, lot coverage, parking and building height. An administrative variance of one foot or less may be granted for fence heights.

The following is a summary of the administrative variance process:

1. Prepare and submit application. The applicant prepares plans, maps and other materials necessary to review the project and submits the application to the Planning Division, along with the processing fee of $316.00. A 25% fee reduction is applicable for non-profit entities.

2. Receive application. The Planning Division reviews the materials submitted as part of the application. If the submittal is complete, it is forwarded to the community development director.

3. Process application. The Planning Division processes the application in coordination with other departments and agencies as necessary. Processing normally includes:

    1. The community development director, makes the required findings prior to approving an application for an administrative variance:

        a. That the strict or literal interpretation and enforcement of the specified regulation would result in practical difficulty or unnecessary physical hardship;

        b. That there are exceptional circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to other properties in the same district;

        c. That strict or literal interpretation and enforcement of the specified regulation would result impractical difficulty or unnecessary physical hardship;

        d. That the granting of the administrative variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same district, and will not be detrimental to the public health, safety or welfare, ore materially injurious to properties or improvements in the vicinity; and

        e. That the granting of an administrative variance is consistent with the objectives and policies of the general plan and the intent of this title.

2. A notice of the community development director's hearing on the administrative variance request is mailed to contiguous property owners and interested parties, 10 days in advance of the director's hearing.

3. Any party can appeal the decision of the community development director within 15 working days after the decision. A $750.00 fee, with a 25% reduction for established non-profits, is paid to the City to file an appeal. The appeal hearing, which is publicly noticed, is held before the City Council. The appeal hearing takes place approximately 30 days after the filing of the appeal.

The entire process is generally completed within two weeks.

8.7.18 Removing Regulatory Constraints for Persons with Disabilities

The State of California has authority over the review of group homes having six or fewer persons. The City of Moreno Valley does not require community input, nor does the city impose additional requirements on housing for persons with disabilities.
The City of Moreno Valley does not restrict the siting of group homes, but does adhere to prescribed requirements of State law that limit over-concentration of group homes. The City does not place conditions on group homes that provide services onsite.

On the contrary, the City of Moreno Valley has been a leader in the Inland Empire in assisting the development of housing for persons with disabilities. The City has forged a partnership with Ability First (formerly Crippled Children) and provided Agency funding for the development of twenty-five independent living, accessible, apartments in Moreno Valley.

The City allows residential retrofitting so that households can make their homes more suitable for the needs household members with disabilities. In addition to ensuring that building code requirements do not create a constraint for persons with disabilities, the City of Moreno Valley funds programs that assist with retrofits for disabled persons. In addition to a variety of health and safety improvements, the City's Mobile Home Grant Program also funds retrofit work for persons with disabilities. The City of Moreno Valley's Home Improvement Loan Program has also provided low interest deferred loan funds to households needing to retrofit their homes to accommodate a disabled household member.

8.7.19 Requesting Reasonable Accommodations

The City of Moreno Valley implements and enforces Chapter 11 of the 2001 California Building Code. The City provides information to applicants inquiring about the City's regulations with respect to zoning, permit processing, and building laws for all persons including those with disabilities.

8.7.20 Zoning and Other Land Use Regulations

The City has not identified zoning or other land use practices that discriminate against persons with disabilities or constraints to the development of such housing. The City makes every effort to facilitate housing for persons with disabilities.

The following are examples of ways in which the City facilitates housing for persons with disabilities through its regulatory and permitting processes:

1. Adjustments to off-street parking requirements can be approved administratively by the community development director. In the past the City has reduced parking requirements for housing for disabled persons and housing for the elderly.

2. The City allows group homes in all residential districts. The City does not have the authority to approve or deny group homes of six or fewer residents.

3. The City does not restrict occupancy nor does it impose conditions on group homes that provide services on-site.

4. The City permits the siting of multi-family handicap housing in the RS10, R10, R15, R20, Office Commercial, and Office zoning designations.

5. The City of Moreno Valley's Development Code allows the development of granny units for use by person sixty-two and above. This type of housing is often used to house elderly household members with mobility impairments. The City facilitates the development of the units by reducing development fees by 50%.

8.7.21 Universal Design Element

The City of Moreno Valley has not adopted a universal design ordinance. The City does not preclude developers from utilizing universal design principles.

8.7.22 Non-Governmental Constraints

Non-governmental constraints are those not regulated by or otherwise controlled by government. Non-governmental constraints are related to market conditions and often to community attitudes with regard to affordable housing.

8.7.23 Land Costs

High land cost is a constraint on the development of affordable housing. In 2000, improved land costs for a single-family lot are approximately $45,000 and $37,000 per unit for multi-family residential development (prices are current for 2000).

By comparison, land costs in Moreno Valley are very reasonable. Because Moreno Valley suffered significant depreciation in land values during the recession of the 1990s, many developers were able to purchase improved lots for as low as $25,000 and hold them until the market improved. Consequently, they were able to pass those savings on in the final sales price. However, those lots have been developed and developers are now paying higher prices for lots.

8.7.24 Availability of Financing

Financing has been more readily available since the real estate market has improved. The City of Moreno Valley has seen a marked increase in development as a result of accessible financing for development. Table 8-10 reflects the increase in building activity in the city between 2004 and 2006. However, as the economy has stalled, so has building activity and financing available to potential homebuyers.

As an increasing number of new homes were built builders have been left with a surplus of new homes that are not being bought, due to restricted financing availability for homebuyers. Foreclosures in the City of Moreno Valley have been increasing at a steady rate.

8.7.25 Construction Costs

Construction costs are market driven and although the high cost of construction, including land, is a constraint to the development of affordable housing, those costs are neither controlled nor dictated by the City. Aware of the nature of construction costs and the need to reduce their impact on the ability to develop affordable housing, the Redevelopment Agency of the City of Moreno Valley has land banked sites in various areas throughout the redevelopment area. The Agency has donated parcels to Habitat for Humanity (six single family parcels), purchased land for seventy-five units of senior housing developed and operated by a non-profit and 1.6 acres for 25 units of housing for handicapped adults.

The City's density bonus ordinance can also be utilized to reduce the constraint created by construction costs by practical application of gradations in the types and amenities required in affordable housing units. Building simple but decent housing can assist in lowering construction costs. The City of Moreno Valley's density bonus ordinance makes allowances for gradations in amenities with the goal of reducing cost constraints to the development of affordable housing.

8.8 OPPORTUNITIES FOR ENERGY CONSERVATION

The City of Moreno Valley has its own electric utility company only in part of the city. New homes east of La Salle are served by Moreno Valley Utility Company. The balance of the city is served by California Edison. Water is provided by two providers, Eastern Municipal Water District (EMWD) and Box Spring Mutual Water District (BSMWD). Gas is provided by Southern California Gas Company.

During the planning period, the City of Moreno Valley objective will be to reduce electric consumption by Moreno Valley Utility customers by .5% per customer. As such, Moreno Valley Utility will:

- Adopt an ordinance requiring that all new and replacement roofing utilize radiant barrier plywood.
- Implement MV Utility's residential Solar Initiative Program.
- Distribute free of cost to its customers, compact fluorescent light bulbs (CFL's). Develop an environmentally safe disposal and program for CFL's.
- Promote installation of whole house fans.
- Market energy efficiency program for residents of MV Utility area.

8.9 OVERVIEW: HOUSING GOALS, OBJECTIVES, POLICIES, AND PROGRAMS

The goals, objectives, policies and programs detailed in this document are to be accomplished during the seven year planning period from June 2008 through December 2014. The Community and Economic Development Department has responsibility for administering the City's housing programs. Housing staff also oversees and assists other agencies working with the City to carry out housing programs.

The Riverside County Housing Authority currently oversees public housing in the City and administers the Section 8 Program. The City will continue to work with this agency to assist Moreno Valley residents.

The City has identified several programs to achieve its goals to produce and preserve affordable housing. Among its ongoing programs the City will continue to implement the Home Improvement Loan Program, the Homeowners Assistance for Minor Rehabilitation Program, and the Mobile Home Rehabilitation Grant Program, to maintain and improve the living conditions of low to moderate income households.

Also, the City continues to assist first time homeowners through Program 8.9, Homebuyer Assistance Program. However, the City's homebuyer programs have been reduced somewhat. Unfortunately, program 8.11, in the 2000-2008 housing element, a home ownership program utilizing foreclosed HUD homes was discontinued in 2003. HUD no longer made the homes available for rehabilitation and resale at reduced prices to municipalities.

The Youthbuild new construction home ownership, Program 8.12, in the 2000-2008 housing element, will not be available. Youthbuild no longer has funds for youth training and the cost to the City of providing homes under the program was prohibitive. The City will continue working with Habitat for Humanity in the rehabilitation and new construction of ownership housing for very-low-income families.

Notwithstanding the City's reduction in homeownership programs, the City and the Agency have an established record of providing financial support to affordable multifamily projects. The largest portion of the housing budget will be dedicated to affordable multi-family housing during the 2008-2014 housing element planning period. It has been the City's experience, that affordable multi-family rental housing is more cost effective and more equitable by allowing the City to provide decent housing to a greater number of families.

The City's Rental Rehabilitation Program, Program 8.8, in the 2000-2008 housing element, will no longer be available in the form it has been since 1993. The Rental Rehabilitation Program was primarily designed for owners of small rental properties. However, as the city has grown and investors have become more sophisticated, use of the program has declined. Consequently, rental rehabilitation assistance has been provided to local non-profit developers as part of acquisition and rehabilitation projects for multi-family affordable housing.

8.9.1 Rancho Dorado Apartments

Housing element Policy 8.10.1, states that the City will "facilitate the creation of affordable rental units." As part of its

response to this policy, the Agency has committed to providing financial assistance for the construction of the Rancho Dorado Apartments. Rancho Dorado will also meet element Objective 8.11, the creation of 15 units of permanent supportive housing for homeless and mentally ill adults, who have exhibited the ability to live independently.

In 2007, Palm Desert Development Company, Inc. (Palm Desert) submitted an application to the Redevelopment Agency for $10.2 million in financial assistance for the Rancho Dorado Apartments, of which $8.5 million consisted of Agency set aside funds. The Agency has executed a Development and Disposition Agreement with the project. Rancho Dorado, located at the southeast corner of Perris Boulevard and John F. Kennedy Drive, is a two-phase project with 151 units. The project will offer special amenities like a community center, a splash park, a swimming pool and barbeque areas and will be restricted to low and very low income residents.

A unique component of the proposed project is that 15 units are will be permanent supportive housing reserved for formerly homeless, mentally ill adults, who have demonstrated the ability to live independently.

Due to the special characteristics of the project, namely the supportive permanent housing component, Palm Desert has been awarded a $1.5 million low interest Mental Heath Services Act (MHSA) loan from the County Mental Health Department to offset a portion of the projects costs. The chart on the following page identifies the number of units by income category. The percentages shown are based on the Riverside San Bernardino area median income as determined by the State of California Department of Housing and Community Development, and adjusted for family size.

8.9.2 Perris Isle Senior Apartments

The Perris Isle apartment project meets element Objective 8.10 for the creation of affordable rental housing. In 2008, Global Premier Development, Inc. completed construction of the project. In October 2008 when the project reached stabilized occupancy, the Agency provided $1.1 million in financial assistance in exchange for 148 permanently affordable one and two bedroom units. The project received $6.9 million in conventional financing together with $18.7 million in tax credit equity.

8.9.3 Alessandro and Day Affordable Housing

The proposed rezoning and development of affordable rental housing at Alessandro and Day, will meet housing element Objective 8.13, to propose general plan amendment for rezone to R-30 designated areas in the city." The rezoning will meet Objective 8.10, allowing the City to advance its goal of creating a minimum of 400 affordable rental units, citywide.

Recently eleven parcels near the northeast corner of Alessandro and Day were listed for sale. The entirety of the parcels listed for sale constitutes approximately 8.75 acres. While some of the property is vacant, several of the parcels contain residential units in distressed condition. In 2007, the Redevelopment Agency Board of Directors, directed staff to make offers on the 11 parcels. The established budget for acquisition of the property was $4.85 million. The property was acquired with the goal of creating an affordable housing community. . To this end, the property will

be included in the proposed general plan amendment to rezone the site to R-30. In addition to the acquisition of the property, the Agency will also provide financing for the extension of water lines to serve the site. Since the proposed development will house families, the Agency has set aside a portion of the site for a child care facility that will serve the housing development and the surrounding neighborhood.

As of the writing of this document (November 2009), the following is an update of the Day & Alessandro project:

1. The site has been cleared for construction.
2. Offsite work has been completed on Alessandro.
3. After a comprehensive selection process, Palm Desert Development Company has been selected as the developer.
4. A Negotiation Agreement has been executed and the Agency and Palm Desert Development are working out the terms of the Disposition and Development Agreement.
5. Family Services Association has been selected to develop and manage the child care facility.
6. Tax credit application for financing will be submitted for the next round of tax credit financing.
7. Bank financing for the project has been committed pursuant to the tax credit allocation for the project.

8.9.4 Atwood Gardens Project

Atwood Gardens is a program that will meet element Objective 8.11, the creation of 9 units of permanent supportive housing for developmentally disabled adults.

Community Homes Incorporated, a California non-profit corporation, in partnership with Inland Regional Center is proposing 16 bungalow units. The units will be arranged around a common court yard, on approximately one acre of land contributed to the project by the Redevelopment Agency. Nine of the proposed units will be reserved for developmentally disabled adults able to live independently. The balance of the units will be age restricted for low income elderly households.

Funding for the project will consist of Redevelopment Agency low and moderate income housing funds. This project is vital and ground breaking since it provides a housing community for developmentally disabled adults incorporated with affordable family units.

The Planning Commission has approved the project. Negotiations are underway between the Agency and the developer regarding the type and amount of assistance the Agency will provide to the project.

8.9.5 Provide Adequate Fire Flows for Development

The area north and east of the intersection at Day Street has long been a blighted area. The problems of Box Springs Mutual Water Company and the fire flow deficiencies due to low water pressure in the Edgemont area of the city, have constrained development. Objective 8.12 states that the City will provide adequate water infrastructure for the provision of fire flows on 8.75 acres of Agency owned land in the Box Springs service area. To this end, the city is working with EMWD to provide the infrastructure necessary for the

development of 225 units of affordable housing at Day and Alessandro and facilitate opening the Edgemont area to residential development.

Additionally, the City will complete studies to assess the extent of infrastructure inadequacy and needs, and apply for grants to upgrade the infrastructure, in order to remove a constraint to development in the area.

Table 8-39 provides a quantified summary of all the housing programs in the proposed element. Table 8-41, lists the proposed programs in the 2008-14 housing element, the implementation timeline for each program and the responsible department or division at the City, as well as the funding source for each program.

8.9.6 Casitas Del Valle

Casitas Del Valle is a new construction rental project developed by Coachella Valley Housing Coalition (CVHC). The project consists of 40 units in eight, 2-story building clustered around a common open space. There are four 1-bedroom units, fifteen, 2-bedrooms nits and four 4-bedroom units affordable to very low and income households.

In addition to providing housing for families, CVHC also provides a variety of programs to assist families. One such program is their after school tutoring and homework assistance program for children in the development.

Table 8-40 2008-2014 Quantified Objectives Housing Units by Income Category

Housing Element Projects	New Construction	Rehabilitation	Preservation	Ownership	Extremely Low Income	Very-Low-Income	Low-Income	Moderate Income	Above Moderate	Total/ Program
8.1 Home Improvement Loan Program		✓				15	15			30
8.2 Homeowners Assistance for Minor Repairs		✓						3		3
8.3 Neighborhood Beautification		✓					13	12		25
8.4 Mobile Home Grant program		✓				60				60
8.9 Targeted Neighborhood Program		✓				10	10			20
8.10 Homebuyer Assistance Program				✓				100		100
8.11 Habitat for Humanity	✓			✓		2				2
8.12 Rental Housing	✓					150	100	50		300
8.13 Development of rental units for larger families.	✓					50	50			100
8.18 Units for homeless, mentally ill.	✓				15					15
8.19 Units for developmentally and physically disabled adults.	✓				9					9
Total					**24**	**287**	**188**	**165**		**664**

Table 8-41 Proposed Housing Element Housing Programs

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.1	8.1	6/2008-5/2014	Administer Home Improvement Loan Program. Review applications; present applications to loan committee; execute loan documents; disburse rehabilitation funds. **Complete 30 HILP rehabilitations.**	Neighborhood Preservation	HOME, RDA
8.2	8.2	6/2009-5/2012	Market HAMR Program via brochures and referrals by code compliance officers as they encounter code related needs on a daily basis. Fund and disburse loan funds. **Complete 3 HAMR rehabilitations.**		
8.3	New program	7/2008-5/2011	Administer a program to provide grant funds for neighborhood beautification in targeted neighborhoods. **Assist 25 owner-occupied units.**	Neighborhood Preservation	RDA

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.4	8.3	Ongoing-5/2014	Receive and approve applications for Mobile Home Grant Program. Market program via City Links newsletter. Continue to distribute program material to mobile home parks. **Assist 60 rehabilitations.**	Neighborhood Preservation	HOME/ RDA
8.5	8.4	Ongoing-5/2014	Provide enhanced code compliance services. Fund 5,000 hours of code enforcement in the CDBG target areas and RDA. **Process 1,500 new code compliance cases per year.**	Code Compliance	CDBG
8.6	8.5	Ongoing-5/2014	Conduct 5 annual neighborhood clean-ups. Provide bins for trash disposal. **Provide clean up assistance to 3,500 units.**	Neighborhood Preservation	CDBG/ General Fund

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.7	8.6	Ongoing 5/2014	Administer contract with fair housing agency. Assist 2,500 households citywide with fair housing related issues.	Neighborhood Preservation	CDBG
8.8	8.7	1-2013-7/2013-	Update Analysis of Impediments to Fair Housing. Adopt study.	Neighborhood Preservation	CDBG
8.9	New program	6/2008-5/2014	Utilize the Targeted Neighborhood Program to rehabilitate rental units. City to provide funds to establish owner's associations. **June 2010. Rehabilitate 20 units.**		HOME, RDA
8.10	8.9	Ongoing-5/2014	Provide funds for Homebuyer Assistance Program silent seconds. Work with approved lenders. **Assist 100 buyers.**	Neighborhood Preservation	HOME, RDA; NSP

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.11	8.10	6/2008-5/2014	Assist very low-income homebuyers via partnership with Habitat for Humanity. **Construct 2 houses.**	Neighborhood Preservation	RDA /HOME
8.12	8.13	6/2008-5/2014	Agency loans/gap financing of $4.85 million for the creation of affordable rental units at Day & Alessandro to provide 225 units. **Construct 300 affordable rental units.**	Neighborhood Preservation	HOME, RDA
8.13	8.14	6/2008-5/2014	Agency loans/gap financing or land acquisition for development of affordable units for larger families. Day & Alessandro project - 50 units, Rancho Dorado - 50 units. **Develop 100 units.**		

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.14	New program	6/2008-5/2014	Defer Development Impact Fee for affordable units, until issuance of Certificate of Occupancy. **Deferment for 400 units.**	Planning	General Fund
8.15	New program	6/2008-5/2014	Maintain Development Impact Fees (DIF) at a lower level for affordable units. **Assist 400 units.**	Planning	WRCOG
8.16	8.16	Ongoing-5/2014	Continue to implement permit streamlining. **Ongoing.**	Planning	General Fund
8.17	New Program	6/2008-5/2014	Waive Traffic Uniform Mitigation Fee (TUMF) for affordable units.	Planning	General Fund
8.18	New program	6/2008-5/2014	Provide Agency and HOME funds for rental units affordable to former homeless mentally ill adults. **Assist in development of 15 units.**	Neighborhood Preservation	HOME, RDA

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.19	New program	6/2008-5/2014	Agency loans/gap financing or land acquisition to assist in development of rental units for developmentally and physically disabled adults and seniors. **Assist in the development of 9 units.**	Neighborhood Preservation	RDA
8.20	New Program	6/2008-5/2014	Complete studies to assess extent of water infrastructure inadequacy and needs in BSMWC. **December 2008**.	Neighborhood Preservation	RDA
8.21	New Program	6/2008-5/2013	Work with Eastern Municipal Water District (EMWD) to run water lines for provision of fire flows to Agency owned land for 225 unit project. **1/2011-8/2011.**	Neighborhood Preservation	RDA
8.22	New program	6/2008-5/2014	Apply for grant funds to upgrade water infrastructure.	Neighborhood Preservation	HOME RDA;

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.23	8.22	6/2008-7/2010	Establish R-30 zone (see tables 8-23 and 8-24). The R-30 zone will have a 24 unit per acre minimum density.	Planning	General Fund
8.24	New Program	6/2008-7/2012	Process General Plan Amendment to apply R30 to designated or alternate sites of equivalent size (see tables 8-23 and 8-24).	Planning	General Fund
8.25	New Program	6/2008-6/2010	Amend Title 9 of the Development Code. Establish SRO zones in multi-family and specified commercial zones. **10/2013**	Planning	General Fund
8.26	New Program	6/2008-5/2010	Amend Specific Plan 208 to add homeless shelters as a permitted use, adopt development standards. **10/2013**	Planning	General Fund
8.27	New Program	6/2008-5/2011	Amend Title 9 of the Development Code to adopt reasonable accommodation procedures. **10/2013**	Planning	General Fund

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.28	New Program	Ongoing	Continue to allow transitional and supportive housing in all residential zones. **Ongoing**	Planning	General Fund
8.29	New Program	6/2008-5/2012	Amend Title 9 of the Development Code to permit, by right, farm worker housing in all multi-family zones. **10/2013**	Planning	General Fund
8.30	New program	6/2008-5/2014	Adopt ordinance requiring all new and replacement roofing utilize radiant barrier plywood. **Adoption by 2010.**	Building Division	General Fund
8.31	New program	6/2008-5/2014	Implement residential Solar Initiative Program to MV Utility customers. **Ongoing**.	MV Utility	MV Utility
8.32	New program	6/2008-5/2014	Distribute at reduced cost compact fluorescent light bulbs. **Initiate program 7/2010.**	MV Utility	MV Utility
8.33	New program	1/2010-5/2014	Adopt ordinance requiring all new housing have whole house fans installed at time of construction. **1/2010.**	MV Utility	MV Utility

Table 8-41 Proposed Housing Element Housing Programs (Cont'd)

Program	Corresponding Program 2000 Element	Implementation Timeline	City's Role In Implementation	Responsible Department/ Division	Funding Source
8.34	New program	6/2008-5/2014	Market energy efficiency program for residents of MV Utility area. **Assist 50 households.**	MV Utility	MV Utility
8.35	New program	7/2010-6/2011	Consolidate incentives currently provided into a lot consolidation incentive document that will be available to developers by March 2011.	Planning	General Fund

Overview

8.1 Housing Element Goals

The goals of the Housing Element are to:

G.8.1 Improve and maintain decent, sanitary and affordable housing.

G.8.2 Improve and maintain decent, sanitary and affordable housing for very-low income households and seniors.

G.8.3 Reduce substandard housing and health and safety violations in the city and especially in target neighborhoods.

G.8.4 Assist in the revitalization of older neighborhoods.

G.8.5 Facilitate the creation of housing for special needs populations.

G.8.6 Assist very low, low and moderate-income first time buyers to purchase homes.

G.8.7 Add to the number of affordable rental units for very low and low-income households.

G.8.8 Create affordable housing units for senior households.

G.8.9 Upgrade inadequate infrastructure to facilitate the development of housing.

G.8.10 Facilitate the development of housing for special needs populations and persons with disabilities.

G.8.11 Increase energy conservation measures and provide incentives for conservation.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.1

Rehabilitate a minimum of 30 single- family homes under the Home Improvement Loan Program (HILP).

Objective 8.2

Rehabilitate a minimum of 3 single-family homes under the Homeowner Assistance for Minor Rehabilitation, loan program (HAMR).

Objective 8.3

Provide rehabilitation grant funds to neighborhoods through the Neighborhood Beautification Program to improve 25 houses.

Policies:

8.1.1 Rehabilitate single-family homes to correct substandard conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

Programs:

8.1 Utilize the Home Improvement Loan Program (HILP) that provides a 3% loan for up to $45,000 deferred for

20 years. Available citywide for very low to lower income homeowners.

8.2 Utilize the Homeowner Assistance for Minor Rehabilitation (HAMR) loan program that provides a ten year loan of 3% to 5%, up to $7,500.

8.3 Utilize the Neighborhood Beautification Program to rehabilitate the exterior facades, yards, fencing, and where necessary improve handicap accessibility for owner-occupied homes, in targeted neighborhoods.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.4

Rehabilitate a minimum of 60 mobile homes, for very low-income homeowners, in mobile home parks citywide, under the Mobile Home Grant Program.

Policies:

8.4.1 Correct substandard conditions in mobile homes.

8.4.2 Streamline review and approval process/regulations to facilitate approval of more households.

Programs:

8.4 Utilize the Mobile Home Grant Program to provide grants up to $10,000 for very low-income owner-occupants of mobile homes.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.5

Process 1,500 new code compliance cases per year. Emphasis will be on target neighborhoods.

Policies:

8.5.1 Enforce correction by property owners of identified housing and code violations in rental properties.

Programs:

8.5 Provide enhanced code compliance services. Provide referrals to City housing rehabilitation programs.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.6

Conduct 5 neighborhood clean-ups annually; provide related services to Community Development Block Grant (CDBG) areas in conjunction with other projects, and assist in clean up of 3,500 housing units.

Policies:

8.6.1 Provide neighborhood improvement programs to CDBG target areas.

Programs:

8.6 Utilize the City Neighborhood Clean-up Program to provide volunteers and equipment to neighborhoods for clean up activities.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.7

Assist 2,500 households with fair housing referrals, sponsor educational seminars and information on fair housing. Complete study of Impediments to Fair Housing.

Policies:

8.7.1 Provide fair housing and landlord/tenant education services to very low to moderate-income households.

Programs:

8.7 Contract with a fair housing agency to mediate between landlords and tenants and educate them on their rights and responsibilities.

8.8 Update the City's Analysis of Impediments to Fair Housing.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.8

In partnership with a non-profit housing developer, rehabilitate 20 multi-family units, citywide, through utilization of the Targeted Neighborhood Program.

Policies:

8.8.1 To eliminate substandard housing conditions in existing rental housing while increasing the supply of long term affordable units.

Programs:

8.9 Provide acquisition and rehabilitation loans to non-profit housing developers through the City's Targeted Neighborhood Program. Assist in the formation of property owner's associations.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.9

Assist 100 first time homebuyers with down payment and closing cost assistance. Assist with CHDO with development of 2 houses for very low income first time homebuyers.

Policies:

8.9.1 Provide assistance to facilitate homeownership for very low to moderate-income households

Programs:

8.10 Through the Homebuyer Assistance Program, provide 30-year deferred silent second loans, with no interest, up to 20% of the purchase price (not to exceed 95% of the HUD maximum allowable sales price of resale homes.

8.11 Work with local CHDO to construct and/or rehabilitate houses for very low-income households.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.10

Create 400 affordable rental units, citywide.

Policies:

8.10.1 Facilitate the creation of affordable rental units, by providing Agency assistance in various forms including land acquisition, and gap financing.

Programs:

8.12 Provide Agency financial assistance for the development of affordable rental units.

8.13 Provide financial assistance for the development of affordable rental units for larger families.

8.14 Defer payment of Development Impact Fee for all affordable housing, until issuance of Certificate of Occupancy.

8.15 Maintain Development Impact Fees (DIF) at a lower level for affordable housing.

8.16 Continue to implement permit streamlining.

8.17 Waive Traffic Uniform Mitigation Program Fee (TUMPF) for affordable housing.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.11

Construct 15 units of affordable, permanent supportive housing homeless mentally ill adults; and 9 units of supportive housing developmentally disable adults for a total of 24 units of permanent house for special needs populations.

Policies:

8.11.1 Provide assistance for the creation of supportive housing.

Programs:

8.18 Work with housing developers and service providers to include 15 units of supportive housing in the Rancho Dorado Apartments, for homeless mentally ill adults.

8.19 Work with housing developer and service providers to include 9 units of supportive housing in the Bungalow Project, for developmentally disabled adults.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.12

Upgrade water infrastructure on 8.75 acres of Agency owned land in Edgemont to allow development of 255 units of housing for low and very low-income households.

Policies:

8.12.1 Facilitate project development via the provision of adequate water infrastructure.

Programs:

8.20 Complete studies to assess the extent of water infrastructure inadequacy and needs.

8.21 Work with Eastern Municipal Water District to run water lines for adequate fire flows to Agency owned land for development of 225 units.

Programs (Cont'd)

8.22 Apply for the funds to upgrade water infrastructure in the Edgemont area of the city.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.13

Propose general plan amendment to R-30 for sites at Alessandro (calculation 5) and Alessandro/hospital (calculation 3) and Perris/Iris (calculation 4) per attachment 1.

Policies:

8.13.1 Designate land appropriately zoned for the development of higher density housing.

Programs:

8.23 Establish an R-30 zone.

8.24 Process General Plan Amendment to apply R-30 zoning to designated sites or alternate sites of equivalent acreage.

HOUSING ELEMENT OBJECTIVES, POLICIES AND PROGRAMS

Objective 8.14

Facilitate the development of housing for special needs populations and persons with disabilities.

Policies:

8.14.1 As appropriate and necessary, identify zoning for special needs housing.

Programs:

8.25 By June 2010 amend Title 9 of the Development Code to establish zones for SRO housing.

8.26 By May 2010 amend Specific Plan 208 to add homeless shelters as a permitted use and adopt development standards for the use.

8.27 By May 2011 amend Title 9 of the Development Code to adopt written reasonable accommodation procedures.

8.28 Continue to allow transitional and supportive housing in all residential zones. Transitional and supportive housing will continue to be treated as residential uses pursuant to the requirements of SB2.

Objective 8.15

Require that all new homes built beginning 2009 use energy efficient/green materials.

Policies:

8.15.1 Conserve energy and reduce our carbon footprint to safeguard and enhance the future of our city.

Programs:

8.29 Amend Title 9 of the Development Code to permit, by right, farm worker housing in all multi-family zones.

8.30 By January 2010 adopt ordinance requiring all new housing and roof replacements for existing units, use radiant barrier plywood for all roofs.

8.31 Implement and market the City of Moreno Valley Utility's Solar Initiative Program for residential housing.

8.32 By July 2010, begin distribution, at a reduced cost to consumers in MV utility service area, compact fluorescent light bulbs. Develop environmentally safe CFL disposal program.

8.33 By January 2010 adopt ordinance requiring that all new housing have whole house fans installed at time of construction.

8.34 Market community energy efficiency program to MV Utility customers to reduce energy consumption.

8.35 Consolidate incentives currently provided into a lot consolidation incentive document available to developers.

APPENDIX

Review and Revision City of Moreno Valley Housing Element

Summary

In 2005, the Department of Housing and Community Development (HCD) determined that the City of Moreno Valley's approved housing element complied with state housing element law. The element period was established as 2000-2008. In 2006, HCD approved an update of the Element which was adopted by the City Council.

Effectiveness of the Housing Element

The stated goal of the City of Moreno Valley's housing element is: "To expand the long-term housing opportunities for all residents of the City by developing new housing in accordance with density, building and environmental standards that is affordable to various income levels." In 2000, with the economy improving, residential construction began to recover from the difficulties created by the March Air Force Base realignment and the economic downturn of the prior planning period. Table 8-39 illustrates the increase in residential building activity throughout the period.

As residential construction activity rapidly increased, other economic conditions began to change. The mortgage interest rate began to fall. According to Freddie-Mac in 2000 the average interest rate on a newly originated 30-Year fixed-rate mortgages was 8.05%. This rate fell steadily with the average hitting a low of 5.83% during 2004. Rates in 2007 had reached 6.34%, still considerably lower than the beginning of the period. Had the real estate prices remained constant, housing in Moreno Valley would have become more affordable. However, as the mortgage interest rates fell, demand for housing began to increase which, in turn, caused housing prices to skyrocket. Prices are shown on Table 8.36. The increase in housing prices threatened to push buyers from the market. To compensate for the rapid appreciation in sales price, mortgage companies began to relax the standards used for loan qualification. As a result many unqualified buyers made purchases and refinanced existing homes.

These changes in the local real estate market had an adverse effect on the programs established by the City to meet the housing goals as outlined in the Housing Element. First, the rapid appreciation in the sales price of single-family homes made the Homebuyer's Assistance Program ineffective. In 2000 the program had a maximum loan limit of $20,000. As prices increased this limit was unrealistic. The amount of the down payment required in a transaction increased proportionately to the sales price of the home. In an effort to compensate, the limit was allowed to increase based upon 20% of the purchase price. The maximum purchase price was fixed at 95% of the HUD maximum sales price. This increase was instituted in 2004. However, relaxed lending criteria allowed many first-time homebuyers to qualify without assistance from the City or the Agency.

As a result of the rapid sales price appreciation, ownership programs designed to assist low income families required larger subsidies from the City or the Agency. In particular, the Youthbuild homes required larger than anticipated assistance amounts from the City and the Agency. Habitat for Humanity Homes, by contrast, because they rely on donations and voluntary labor can be produced at lower prices. These homes can be produced at much lower costs and, therefore, should be the focus of future single-family home ownership programs.

Consumer home improvement programs were also affected by economic conditions. As construction costs escalated, the maximum loan amount for the Home Improvement Loan Program was increased from $15,000 to $40,000 and the maximum Mobile Home Grant was increased from $7,500 to $10,000. The Homeowner Assistance for Minor Rehabilitation Loan was not increased. These loans include an interest rate and repayment schedule, which made them less attractive to low income homeowners. Additionally, low rates of interest and relaxed lending standards made conventional lending available to homeowners at a wider range of income levels.

Multi-family projects benefited from lower interest rates. Both new construction and rehabilitated units benefited from lower financing costs. The City and the Agency were able to assist projects for the construction of additional housing units for families at low and very low income levels. While the increased expense associated with the legal requirement of Prevailing Wage projects and the overall increase in construction costs have increased the amount of the necessary financial subsidy from the City and the Agency, multi-family new construction seems the most cost – affective method to provide units to families in the lowest income categories

Appropriateness of the Housing Element Goals and Policies

Given the economic realities, the City's housing programs adapted and focused on goals that would allow the City to move toward the fulfillment of its housing element commitments. It is in the spirit of these pragmatic goals that the various policies/programs of the housing element have been put into practice. These goals are to:

- Preserve and revitalize the City's existing older housing stock, while maintaining and increasing its affordability to low and moderate income households and
- Encourage the development of new housing affordable to a range of income levels in Moreno Valley.
- Provide housing for special needs populations in the City.

Table 8-39 lists the quantifiable results and accomplishments of the 2000 adopted housing element.

2000-2008 Accomplishments

Program 8.7 Provide rehabilitation loans through the City's rental Rehabilitation Program. This program has been discontinued. As the real estate market changed, and small owner/investors were no longer the predominant owners of multi-family developments, larger developers, especially non-profit housing developers required a different rehabilitation program. Consequently, the scope of the rehabilitation loans and longer affordability covenants made the Rental Rehabilitation Program obsolete. The goal of eliminating substandard housing conditions for low income renters.

Program 8.17 Revise standards for mobile home subdivisions. The City has not received inquiries regarding potential mobile subdivisions, thus the standards were not revised.

Program 8.19 Review second unit

regulations to determine if expansion is merited to additional districts. Current standards allow for a second unit in districts where lots are 40,000 square feet and larger. Based on interest in second units and the ease of approval via administrative review, it does not appear that expansion is merited.

Table 8-42 2000-2008 Adopted Housing Element Policies, Programs and Accomplishments

				Accomplishments							
						Ownership					
Policy	Policy Description	Program	Program Description	New Constructi	Rehab.	Very Low Income	Low Income	Moderate	Planning	Code	Fair Housing
8.1.1	Rehabilitate single-family homes to correct substandard conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods	8.1	Utilize HOME Improvement Loan Program (HILP) to provide 3% deferred loans for up to $45,000. Available city-wide to low income, owner occupants. **Objective: 15 houses.**		15						
		8.2	Utilize Homeowner Assistance for Minor Rehabilitation (HAMR) loan program to provide 3% to 5% loans for up to $7,500. **Objective: 15 houses.**		6						
		New	Hildegarde Beautification. Grants to owner occupants for exterior improvements. **Objective: 28 houses.**					25			
8.3.1	Correct substandard conditions in mobile home parks.	8.3	Utilize the Mobile Home Grant Program that provides grants up to $10,000 for owner-occupants of mobile homes. **Objective: 90 mobiles**		73						
8.4.1	Enforce correction by property owners of identified housing and code violations in rental properties.	8.4	Provide enhanced code compliance services and referrals to City housing programs. **Objective: 25 units.**		95					95	

Table 8-42 2000-2008 Adopted Housing Element Policies, Programs and Accomplishments (Cont'd)

				Accomplishments							
						Ownership					
Policy	**Policy Description**	**Program**	**Program Description**	**New Constructi**	**Rehab.**	**Very Low Income**	**Low Income**	**Moderate**	**Planning**	**Code**	**Fair Housing**
8.5.1	Provide neighborhood improvement programs to CDBG target areas.	8.5	Utilize the City Neighborhood Clean-up Program to provide volunteers and equipment to neighborhoods for clean up activities. **Objective: 360 units.**		63		2,264	2,203			
8.6.1	Provide fair housing and landlord/tenant education services to very low to moderate-income households.	8.6	Contract with a fair housing agency for landlord/tenant mediation and education. **Objective: 300 households.**			643	4,279	1,586			6,508
		8.7	Update the City's Analysis of Impediments to Fair Housing.								✓
8.7.1	To eliminate substandard housing conditions for low income renters.	8.8	Provide rehabilitation loans through the City's Rental Rehabilitation Program. **Objective: 50 units.**		Program discontinued.						
.8.1	Facilitate homeownership for very low to moderate income households.	8.9	Via Homebuyer Assistance Program, provide 30-year deferred silent second loans, up to 20% of the purchase price. **Objective: 20 houses.**					20			
		8.10	Work with local CHDO to construct or rehabilitate houses for very low income households. **Objective: 4 houses.**								

Table 8-42 2000-2008 Adopted Housing Element Policies, Programs and Accomplishments (Cont'd)

				Accomplishments							
						Ownership					
Policy	Policy Description	Program	Program Description	New Constructio	Rehab.	Very Low Income	Low Income	Moderate	Planning	Code	Fair Housing
8.8.1	Facilitate homeownership for very low to moderate income households.	8.11	Purchase HUD homes for resale to first time homebuyers. **Objective: 90 houses.**			9	30	62			
8.9.1	Facilitate the creation of affordable rental units.	8.12	Administer new construction homeowner program and youth job training. **Objective: 1 house.**				2				
		8.13	Provide loans to housing developers to write-down the costs of affordable units.			288	42				
		8.14	Provide financial assistance for the development of affordable rental units for larger families. **Objective: 500 rental units**.			111	43				
		8.15	Revise General Plan. **Objective 5/08.**						✓		
		8.16	Continue to implement permit streamlining.								✓
		8.17	Revise standards for mobile home subdivisions.	Not undertaken.							

Table 8-42 2000-2008 Adopted Housing Element Policies, Programs and Accomplishments (Cont'd)

				Accomplishments							
						Ownership					
Policy	Policy Description	Program	Program Description	New Constructi	Rehab.	Very Low Income	Low Income	Moderate	Planning	Code	Fair Housing
8.9.1	Facilitate the creation of affordable rental units.	8.18	Review parking standards for multi-family units to determine if reductions are appropriate. **Objective: 5/08**.						✓		
		8.19	Review second unit regulations to determine if expansion is merited to additional districts.	Not revised.					✓		
		8.20	Continue to pay the development fees for projects on a case-by-case basis that have received State of Federal funds.			69					
		8.21	Utilize RDA funds, where appropriate and necessary. To facilitate infrastructure for affordable housing projects.								
		8.22	Propose general plan changes for rezoning areas in the city to housing uses or mixed uses that include housing. **Objective: 5/08**						2/08		
	Total				**252**	**1,120**	**6,660**	**3,896**	**0**	**95**	**6508**

NOTES

[1] Colgan, City of Moreno Valley-2007 Impact Fee Study, 2-7.

[2] Planning Roundtable, Myths About Affordable Housing.

[3] Health and Safety Code Section 50052.5(b)(2). A very low income household is a household whose annual income does not exceed 50% of the median income for the area, as determine by HUD, adjusted for family size. In Moreno Valley, a very low income household of four had an annual income of $29,600 in 2007; A low income household is a household whose annual income does not exceed 80% of the median income for the area, as determined by HUD, adjusted for family size. Such a household of four, in Moreno Valley would have had an annual income of $47,350 in 2007; A moderate income household is one whose income does not exceed 120% of area median income, adjusted for family size; A four person, moderate income, Moreno Valley household would have had an annual income of $71,000 in 2007; A household whose income exceeds 120% of area median income, adjusted for family size is considered to be above moderate.

[4] Husing, John. Moreno Valley Demographic, Economic & Quality of Life Report 2007. A report prepared for the City of Moreno Valley, page 4.

[5] Husing, page 9.

[6] U.S.Census Bureau. Profile of General Demographic Characteristics: 2000, Census 2000 Summary File 4, Moreno Valley City, California. <http://facfinder.census.gov/servletQTTable?_bm=y&-geo_id=16000US0649270&-qr_name=DEC_...

[7] U.S. Census Bureau, Profile of General Demographic Characteristics: 2005.

[8] Husing, page 9.

[9] Husing, page 9.

[10] Husing, page 9.

[11] Husing, page 9.

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[12] Husing, page 9.

[13] Husing, page 26.

[14] Husing, page 25.

[15] Husing, page 24.

[16] Husing, page 27.

[17] Husing, page 27.

[18] Husing, page 28.

[19] Husing, page 26.

[20] Husing, page 26.

[21] Husing, page 29.

[22] Husing, page 29.

[23] Husing, page 25.

[24] Husing, page 31.

[25] Husing, page31.

[26] Husing, page 25.

[27] U.S. Census Bureau. Current Population Survey (CPS) – Definitions and Explanations <http://www.census.gov/population/www/cps/cpsdef.htm>

[28] U.S. Census Bureau, Census 2000 Summary File1, Matrices, P1,P3-4,P8-9, P12-13, P17-19, P20, P23, P27-28, P33, PCT5, PCT8, PCT11, PCT15, H1, H3, H4, H5, H11 and H12. http://www.inforplease.com/us/cenus/data/california/moreno-valley/demographic.html

[29]U.S. Census Bureau, 2005 American Community Survey. http://factfinder.cenus.gov/serlet/ADPTable?_bm=y&-qr_name= ACS_2005_EST_GO00_DP1&ge…

[30] U.S. Census Bureau, 2005 American Community Survey.

[31] Husing, John. Moreno Valley Demographic, Economic & Quality of Life Report 2007. A report prepared for the City of Moreno Valley, page 10.

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[32] Husing, page 10.

[33] U.S. Census Bureau, Census 2000 Summary File 1, Matrices P1, P3-P4, P8-P9, P12-13, P17-20, P23, P27-28, P33, PCT5, PCT8, PCT11, PCT15, H1, H3, H4, H5, H11 and H12. http://www.infoplease.com/us/census/data/california/moreno -valley/demographic.html

[34] U.S. Census Bureau, Census 2000 Summary File 1, Matrices P1, P3-P4, P8-P9, P12-13, P17-20, P23, P27-28, P33, PCT5, PCT8, PCT11, PCT15, H1, H3, H4, H5, H11 and H12. http://www.infoplease.com/us/census/data/california/moreno -valley/demographic.html

[35] U.S. Census, PLo4-171 (march 2001 and DP-1 (may 2001)

[36] U.S. Census Bureau, Census 2000, Demographic Statistics Moreno Valley, California http://www.infoplease.com/us/census/data/california/moreno -valley/demographic.html

[37] U.S. Census Bureau, Housing and household Economic Statistics Division. http://www.census.gov/hhes/www/poverty/threshld/thresh07.html

[38] U.S. Census Bureau, Census 200 Summary File 3, Matrices P30, P32, P33, P43, P46, P49-53, P58, P62-65, P67, P71-74, P76-77, P82, P87, P90, PCT47, PCT52, and PCT53.

[39] U.S. Census Bureau, Census 200 Summary File 3.

[40] U.S. Census Bureau, Census 200 Summary File 3.

[41] U.S. Census Bureau, Census 200 Summary File 3.

[42] U.S. Census Bureau, Census 200 Summary File 3.

[43] U.S. Census Bureau, Census 200 Summary File 3.

[43] U.S. Census Bureau, Census 200 Summary File 3.

[44] U.S. Department of Housing and Urban Development, SOCDS CHAS Data: Housing Problems Output for All Households. http://socds.huduser.org/scripts/odbic.exe.chas/reports.htm

[45] U.S. Department of Housing and Urban Development, SOCDS CHAS Data.

[46] U.S. Department of Housing and Urban Development, SOCDS CHAS Data.

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[47] U.S. Department of Housing and Urban Development, SOCDS CHAS Data.

[48] U.S. Department of Housing and Urban Development, SOCDS CHAS Data.

[49] Health and Safety Code Section 50052.5(b)(1).

[50] Department of Housing and Urban Development, SOCD CHAS Data: Housing Problems Output for all Households, Cost Burdened >30% http://socds.huduser.org/scripts/odbic.exe/chas/reports.htm

[51] State of California, Department of Finance, E-8 Historical Population and Housing Estimates for Cities, Counties and the State, 1990-200. Sacramento, California, August 2007. Note: Paso Del Lago mobile home park was subdivided and converted to an ownership park, at which point the county assessor's office considers the units single family residences.

[52] Husing, page 12.

[53] Husing, page 22.

[54] Husing, page 22.

[55] Based on the 2006 American Community Survey, The estimate of total housing units in Moreno Valley was 49,971.

[56] U.S. Census Bureau, Census 2000 Total housing units in Moreno Valley: 41,431. http://www.infoplease.com/us/census/data/california/moreno-valley/demographic.html

[57] SOCDS CHAS Data: Affordability Mismatch Output for All Households http://socds.huduser.org/chas/reportsaff.odb

[58] SOCDS CHAS Data: Affordability Mismatch Output for All Households

[59] SOCDS CHAS Data: Affordability Mismatch Output for All Households

[60] SOCDS CHAS Data: Affordability Mismatch Output for All Households

[61] SOCDS CHAS Data: Affordability Mismatch Output for All Households

[62] Husing, pg.23.

[63] Husing, pg.23.

NOTES

[64] City of Moreno Valley, Community Development Department, Building and Safety Division, Building Permits 1991-2007

[65] Building Permits 1991-2007.

[66] Building Permits 1991-2007.

[67] Building Permits 1991-2007.

[68] Building Permits 1991-2007.

[69] Husing, page 22.

[70] Husing page 18.

[71] Husing, page12.

[72] Husing, page 12.

[73] Husing, page 12.

[74] Husing, page 12.

[75] Official State Income Limits for 2007 Riverside and San Bernardino Counties. HCD Memo Dated 4/18/07. www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html

[76] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006.

[77] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overpayment Households Distribution by 5-Income Categories (<30%, 30%-50%, 50%-80%, 80%, 80%-95%, >95%) and 2 Ownership (Renter and Owner).

[78] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006, Household Distribution by 5-Income Categories (<30%, 30%-50%, 50%-80%, 80%, 80%-95%, >95%) and 2 Ownership (Renter and Owner).

[79] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overpayment Households.

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[80] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overpayment Households.

[81] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overpayment Households.

[82] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overpayment Households.

[83] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overpayment Households.

[84] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overpayment Households.

[85] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overcrowding Households Distribution by 5-Income Categories (<30%, 30%-50%, 50%-80%, 80%, 80%-95%, >95%) and 2 Ownership (Renter and Owner).

[86] SCAG. Draft Existing Housing Needs Downloaded from the HUD User Web Page on September 19, 2006. Overcrowding Households Distribution by 5-Income Categories (<30%, 30%-50%, 50%-80%, 80%, 80%-95%, >95%) and 2 Ownership (Renter and Owner).

[87] In the 2000 Census, it was reported that the total number of households in Moreno Valley was 39,225.

[88] U.S. Census Bureau, Census 2000 Summary File 1.

[89] U.S. Census Bureau, Census 2000 Summary File 1.

[90] U.S. Census Bureau, Census 1990. http://factfinder.census.gov/servlet/GCTTable?;

[91] U.S. Census Bureau, 2006 American Community Survey.

[92] U.S. Census Bureau, Census 2000 Summary File 3, Matrices P18-19, P21-22, P24, P36-37, P39, P42, PCT8, PCT16, PCT17 and PCT19.

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[93] Minlkler, Merdith and Chehimi, Sana, A Profile of California Grandparents Raising Grandchilren. Center for the Advanced Study of Aging Services . University of California Berkeley, 2003, page 3.

[94] Minlkler, Merdith and Chehimi, Sana, page 3.

[95] Minlkler, Merdith and Chehimi, Sana, page 12

[96] U.S. Census Bureau, Census 200 Summary File and Summary File 3. Http://factfinder.census.gov/servlet/SAFFFacts?

[97] <http://www.ccld.ca.gov/docs/ccld>

[98] <http://www.ccld.ca.gov/docs/ccld>

[99] U.S. Census Bureau, Summary File 4.

[100] U.S. Bureau of the Census, Current Population Reports, Series P-60, Nos. 124,140,145, 149, 154, 157, 161, 166, 168, 174, 180, 185 and 207.

[101] Agricultural Commissioner's Office, Riverside County 2007 Agricultural Production Report, page 9.

[102] U.S. Census Bureau,2006 American Community Survey, Selected Economic Characteristics, Moreno Valley city, California.

[103] Husing, page 26.

[104] United States Department of Agriculture, National Agricultural Statistics Service, 2002 Census of Agriculture, Appendix A A-17. www.nass.usda.gov/census/census02/volume1/ca/index2.htm

[105] John Conant. California State Department of Housing and Community Development. Telephone interview. August 15, 2000.

[106] "County of Riverside 2004/2005 Homeless Assessment", a report prepared by the Institute for Urban Research and Development for The County of Riverside Department of Public Social Services & the Housing and Homeless Coalition for Riverside County. February, 2004 and January 2005.

[107] "County of Riverside 2004/2005 Homeless Assessment", page 2.

[108] BSMWD is the abbreviation for Box Spring Mutual Water District.

[109] State of California, Health and Safety Code, Section 50093. A moderate income household is a household whose income does not exceed 120 percent of area median income, adjusted for family size by the department in accordance with adjustment factors adopted and amended from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937.

[110] State of California, http://www.ccid.ca.gov/docs/ccid_search/ccid_search.aspx.

[111] Development Impact Fees, Section 12, page 79.

TABLE OF CONTENTS

8.	**HOUSING ELEMENT**	**1**
8.1	**INTRODUCTION**	**1**
8.1.1	State Housing Element Law	1
8.1.2	General Plan Consistency	1
8.1.3	Summary	1
8.1.4	Citizen Participation	3
8.1.5	Attendance and Participation	4
8.1.6	Correspondence and Conversations	5
8.1.7	Input from Affected Property Owners	5
8.1.8	Voting for Future Development	6
8.1.9	Housing Developer and Advocate Meeting	7
8.20	Proposal for Meeting the RHNA	7
8.2	**HOUSING NEEDS ASSESSMENT**	**8**
8.2.1	Population Trends and Demographic Characteristics	8
Table 8-2	City of Moreno Valley & Riverside County Historical Population	8
8.2.2	Population Growth Forecasts	8
Chart 8-1	Moreno Valley Population Growth 1990-2007	9
8.2.3	Age of Population	9
8.2.4	Employment Characteristics	9
Chart 8-2	Age Distribution – Moreno Valley and Inland Empire, 2005	10
Chart 8-3	Employment Growth Rates Moreno Valley & Inland Empire, 1997-2005	11
Chart 8-4	Employment Gain by Sector in Moreno valley	12
Chart 8-5	Payroll per Job Moreno Valley, 1997-2005	12
8.2.5	Household and Ethnic Characteristics	12
Table 8-3	Household Characteristics Moreno Valley & Southern California, 2000	14
Table 8-4	Ethnic Distribution 2005 Moreno Valley & Riverside County	15
Chart 8-6	Ethnic Distribution Moreno Valley	15
8.2.6	Households by Tenure and Income Level	16
8.2.7	Household Poverty Status	16
8.2.8	Extremely Low Income Households	16
8.2.9	Projecting the Number of Extremely Low Income Households	17
Table 8-5	Moreno Valley Poverty Status in 1999	18
8.3	**EXISTING HOUSING NEED**	**18**
8.3.1	Housing Stock Conditions	18
8.3.2	Housing Units in Need of Rehabilitation or Replacement	18
Table 8-6	Age of Housing Stock	19
Table 8-7	Selected Housing Characteristics	20
Chart 8-7	Housing Units by Type	20
8.3.3	Housing Supply	20
Table 8-8	Moreno Valley Rental Housing Supply by Income Category	22
Table 8-9	Moreno Valley Owner Housing Supply by Income Category	23
8.3.4	Permit Activity	23
Table 8-10	2004-2007 Building Permit Activity	24
8.3.5	Residential Vacancy Rates Major Inland Empire Cities, 2006	24
Chart 8-8	Residential Vacancy Rates Major Inland Empire Cities, 2006	24
8.3.6	Housing Affordability	25

TABLE OF CONTENTS (CONT'D)

8.3.7	Overpayment Cost Burden	25
8.3.8	Overcrowding	26
Table 8-11	Comparison of Cost Burdened Owner and Renter Households	27
Chart 8-9	Moreno Valley Cost Burdened Renter Households, 2000	28
Chart 8-10	Moreno Valley Cost Burdened Owner Households, 2000	28
Table 8-12	Overcrowded Households by Income, Moreno Valley	29
8.3.9	Special Housing Needs	29
8.3.10	Elderly Headed Households	29
8.3.11	Grandparents as Caregivers	30
Table 8-13	Grandparents Responsible for Grandchildren in Riverside County	30
8.3.12	Meeting Elderly Housing Needs in Moreno	31
8.3.13	Disabled	31
Table 8-14	Disability Status of Civilian Non-Institutional Population	32
8.3.14	Large Families	32
8.3.15	Female Headed Households	33
Table 8-15	Number of Affordable Three and Four Bedroom Apartments	33
8.3.16	Farm Workers	34
8.3.17	Farm Worker Housing	35
8.3.18	Homeless Needs and Homeless Survey	35
Table 8-16	Results of Moreno Valley January 2007, Homeless Survey	36
8.3.19	March Air Reserve Base Master Reuse Plan – Homeless Assistance Plan	37
8.3.20	Units at Risk of Conversion	37
Table 8-17	Existing Transitional Housing Units	38
8.4	**PROJECTED HOUSING NEEDS**	**39**
8.4.1	Regional Housing Needs Allocation	39
Table 8-18	City of Moreno Valley, RHNA 2008-2014	40
Table 8-19	Units Credited To the RHNA - Built or Approved	41
8.4.2	Sites Inventory Methodology	41
8.4.3	Inventory of Vacant Sites for Low and Very Low-Income Housing	42
8.4.4	Moreno Highlands	43
8.4.5	Opportunities for Lot Consolidation	43
Table 8-20	Sites Inventory Summary for All Income Groups	44
Table 8-21	Affordable Housing Developed at Densities of 15 Units and Less	44
Table 8-22	Market Rate Housing Developed at 15 Units per Acre and Less	45
8.4.6	Suitability Analysis Underutilized Sites – Water Constraints in Edgemont	45
8.4.7	Inventory of High Density Sites	46
8.4.8	General Plan Amendment for R-30 Zone	47
Table 8-23	GPA for Agency Owned Land	47
Table 8-24	GPA for R-30 Rezone Sites	48
8.4.9	Inventory of Moderate Income Housing Potential	48
8.4.10	Inventory of Above Moderate Income	48
8.4.11	Environmental Constraints	48
8.4.12	Mobile Home Parks	49
Table 8-25	Sites Appropriately Zoned and Available for Mobile Home Parks	49
8.4.13	Manufactured Homes	50

TABLE OF CONTENTS (CONT'D)

Table 8-26	Sites Appropriately Zoned and Available for Manufactured Homes	50
8.4.14	Transitional Housing/Supportive Housing and Emergency Shelters	50
Table 8-27	Vacant Sites Zoned and Available for Transitional Housing	52
Table 8-28	Vacant Sites Available for Homeless Shelters with Conditional Use	52
Table 8-29	Vacant Sites Available for Homeless Shelters by Right	52
8.4.15	Single Room Occupancy Hotels (SRO)	53
8.4.16	Summary	53
8.5	**FINANCIAL RESOURCES**	**54**
Table 8-30	Proposed RDA Budget	55
Table 8-31	Proposed HOME Budget	56
8.6	**PROJECTS AND PROGRAMS**	**58**
8.6.1	Preserving Units at Risk of Conversion	58
8.6.2	Cottonwood Place Phases II, II and IV	58
8.6.3	Bay Family Apartments	58
8.6.4	Targeted Neighborhood Strategy for Neighborhood Revitalization	58
8.6.5	Cooperative Services Senior Housing	59
8.6.6	Mobile Home Rehabilitation Program	59
8.6.7	Single Family Home Rehabilitation Program (HILP)	59
8.6.8	The Hildegarde Project	60
8.6.9	Homebuyer Assistance Program (HAP)	60
8.6.10	YouthBuild Moreno Valley	61
8.6.11	Habitat for Humanity	61
8.6.12	Acquisition, Rehabilitation and Resale Program	61
Table 8-32	Quantified Accomplishments Housing Units by Income Category	62
8.7	**CONSTRAINTS ON HOUSING**	**63**
8.7.1	Governmental Constraints	63
8.7.2	Land Use Controls	63
8.7.3	Development Review Processes	64
8.7.4	Permit Processing	64
8.7.5	Permit Processing for Residential Care Facilities	65
Table 8-33	Permit Processing Timelines	65
Table 8-34	Typical Processing Procedures by Project Type	66
8.7.6	Design Requirements	66
8.7.7	Open Space Requirements	68
8.7.8	Parking Requirements	68
8.7.9	Development Standards	68
Table 8-35	Parking Requirements	69
Table 8-36	Single Family Residential Development Standards	70
Table 8-37	Multi-Family Residential Development Standards	72
8.7.10	Development Fees	73
8.7.11	Code Compliance	73
8.7.12	Community Opposition	73
8.7.13	Housing for Persons with Disabilities	74
Table 8-38	City of Moreno Valley Development Fees	75
8.7.14	On/Off Site Improvements Multi-Family Development	77

TABLE OF CONTENTS (CONT'D)

Table 8-39	Average Cost per Unit On/Off Site Improvement Costs	78
8.7.15	On/Off Site Improvements Single Family Residential Development	78
8.7.16	Procedures for Ensuring Reasonable Accommodations	78
8.7.17	Variance Permit Procedure	78
8.7.18	Removing Regulatory Constraints for Persons with Disabilities	80
8.7.19	Requesting Reasonable Accommodations	80
8.7.20	Zoning and Other Land Use Regulations	81
8.7.21	Universal Design Element	81
8.7.22	Non-Governmental Constraints	81
8.7.23	Land Costs	81
8.7.24	Availability of Financing	82
8.7.25	Construction Costs	82
8.8	**OPPORTUNITIES FOR ENERGY CONSERVATION**	**83**
8.9	**OVERVIEW: HOUSING GOALS, OBJECTIVES, POLICIES, AND PROGRAMS**	**84**
8.9.1	Rancho Dorado Apartments Program	84
8.9.2	Perris Isle Senior Apartments	85
8.9.3	Alessandro and Day Affordable Housing	85
8.9.4	Atwood Gardens Project	86
8.9.5	Provide Adequate Fire Flows for Development	86
8.9.6	Casitas Del Valle	87
Table 8-40	2008-14 Quantified Objectives Housing Units by Income Category	88
Table 8-41	Proposed Housing Element Housing Programs	89
OVERVIEW		**98**
8.1	Housing Element Goals G.8.1-G8.11	98
Objectives	8.1 - 8.3	98
Policies	8.11	98
Programs	8.1	98
Objectives	8.4 - 8.6	99
Policies	8.4.1 - 8.6.1	99
Programs	8.2 - 8.6	99
Objectives	8.7 – 8.10	100
Policies	8.7.1 – 8.9.1	100
Programs	8.7 – 8.11	100
Objectives	8.11 – 8.12	101
Policies	8.10.1 – 8.12.1	101
Programs	8.12 - 8.21	101
Objectives	8.13 – 8.15	102
Policies	8.13.1 – 8.15.1	102
Programs	8.22 – 8.29	102
Programs	8.30 – 8.35	103
Appendix		**104**
Summary		104
Effectiveness of the Housing Element		104
Appropriateness of the Housing Element Goals and Policies		105

TABLE OF CONTENTS (CONT'D) 104

2000-2008 Accomplishments 105
Table 8-42 2000-2008 Adopted Housing Element Policies, Programs and Accomplishments 107

NOTES 111

ATTACHMENTS/EXHIBITS
Housing Sites Inventory #1
Appropriately Zoned Sites for Low & Very Low Income Housing #2
Vacant Land Inventory (pages 1-34) #3
High Density Sites Inventory (pages 1-2) #4
Vacant Land Inventory – Mobilehome Sites #5
Vacant Land Inventory – Manufactured Home Sites (pages 1-26) #6
Vacant Land Inventory – Transitional Housing Sites (pages 1-3) #7
Vacant Land Inventory – Homeless Shelter Sites (pages 1-2) #8
Vacant Land Inventory – Homeless Shelter Sites (SP 208) (pages1-2) #9
Maps of Low and Very Low Income Sites –Calculation 1 Exhibits A1-A11
Maps of Rezoned High Density Sites-Calculations 3 ,4 and 5 Exhibits C,D, and E

5/2/210Version Rev. 8/2010

Vacant Land Inventory - Attachment 3

Based on 6-2007 data
Report Print Date: 7.20.2010

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
LOW & VERY LOW	291120014	R10	Multi-family	26.13	261	Vacant	RDA
	291100047	R15	Multi-family	18.88	283	Vacant	RDA
	479050001	R15	Multi-family	1.67	25	Vacant	RDA
	479050003	R15	Multi-family	0.89	13	Vacant	RDA
	479050004	R15	Multi-family	0.89	13	Vacant	RDA
	488090028	R15	Multi-family	0.50	8	Vacant	RDA
	488090061	R15	Multi-family	1.37	21	Vacant	RDA
	488091025	R15	Multi-family	2.87	43	Vacant	RDA
	488091031	R15	Multi-family	0.86	13	Vacant	RDA
	481130022	VR	Multi-family	0.42	6	Vacant	SP,RDA
	481130023	VR	Multi-family	0.50	8	Vacant	SP,RDA
	481150024	VR	Multi-family	0.91	14	Vacant	SP,RDA
	481150026	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481150027	VR	Multi-family	0.91	14	Vacant	SP,RDA
	481150030	VR	Multi-family	0.36	5	Vacant	SP,RDA
	481150035	VR	Multi-family	0.09	1	Vacant	SP,RDA
	481171007	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481171008	VR	Multi-family	0.81	12	Vacant	SP,FLOOD,RDA
	481171011	VR	Multi-family	0.34	5	Vacant	SP,RDA
	481171012	VR	Multi-family	0.81	12	Vacant	SP,FLOOD,RDA
	481171013	VR	Multi-family	0.01	1	Vacant	SP,FLOOD,RDA
	481171031	VR	Multi-family	0.04	1	Vacant	SP,RDA
	481171032	VR	Multi-family	0.27	4	Vacant	SP,FLOOD,RDA
	481171039	VR	Multi-family	0.77	12	Vacant	SP,RDA
	481200013	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481200033	VR	Multi-family	0.91	14	Vacant	SP,RDA
	481200044	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481210025	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481223017	VR	Multi-family	0.36	5	Vacant	SP,FLOOD,RDA
	481230020	VR	Multi-family	0.61	9	Vacant	SP,RDA
	481230040	VR	Multi-family	0.21	3	Vacant	SP,RDA
	481230041	VR	Multi-family	0.21	3	Vacant	SP,RDA
	481230042	VR	Multi-family	0.22	3	Vacant	SP,FLOOD,RDA
	481230047	VR	Multi-family	0.18	3	Vacant	SP,RDA
	481230048	VR	Multi-family	0.17	3	Vacant	SP,RDA
	481230049	VR	Multi-family	0.17	3	Vacant	SP,RDA
	481230050	VR	Multi-family	0.17	3	Vacant	SP,RDA
	481240001	VR	Multi-family	0.91	14	Vacant	SP,RDA
	481240035	VR	Multi-family	0.58	9	Vacant	SP,RDA
	481240036	VR	Multi-family	0.17	3	Vacant	SP,RDA
	481240042	VR	Multi-family	0.26	4	Vacant	SP,RDA
	481250002	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481250003	VR	Multi-family	0.91	14	Vacant	SP,RDA
	481250026	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481250041	VR	Multi-family	0.06	1	Vacant	SP,RDA
	481250043	VR	Multi-family	0.02	1	Vacant	SP,RDA
	481260040	VR	Multi-family	0.01	1	Vacant	SP,RDA
	481270008	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481270015	VR	Multi-family	0.23	4	Vacant	SP,RDA

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
LOW & VERY LOW	481270027	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481270046	VR	Multi-family	0.31	5	Vacant	SP,RDA
	481270055	VR	Multi-family	0.60	9	Vacant	SP,RDA
	481270058	VR	Multi-family	1.40	21	Vacant	SP,RDA
	482020014	VR	Multi-family	0.59	9	Vacant	SP,RDA
	482020019	VR	Multi-family	0.52	8	Vacant	SP,RDA
	482020043	VR	Multi-family	0.01	1	Vacant	SP,RDA
	482020044	VR	Multi-family	0.23	4	Vacant	SP,RDA
	482020056	VR	Multi-family	0.77	12	Vacant	SP,RDA
	482020058	VR	Multi-family	0.80	12	Vacant	SP,RDA
	482030039	VR	Multi-family	0.03	1	Vacant	SP,RDA
	482030041	VR	Multi-family	0.03	1	Vacant	SP,RDA
	482040008	VR	Multi-family	0.03	1	Vacant	SP,FLOOD,RDA
	482050005	VR	Multi-family	0.91	14	Vacant	SP,RDA
	482050025	VR	Multi-family	0.91	14	Vacant	SP,RDA
	482060027	VR	Multi-family	0.23	4	Vacant	SP,RDA
	482080011	VR	Multi-family	0.85	13	Vacant	SP,RDA
	482080014	VR	Multi-family	0.61	9	Vacant	SP,RDA
	482080024	VR	Multi-family	0.27	4	Vacant	SP,RDA
	482080027	VR	Multi-family	0.26	4	Vacant	SP,RDA
	482080032	VR	Multi-family	0.31	5	Vacant	SP,FLOOD,RDA
	482080039	VR	Multi-family	0.11	2	Vacant	SP,FLOOD,RDA
	482080044	VR	Multi-family	0.02	1	Vacant	SP,RDA
	482080051	VR	Multi-family	0.10	2	Vacant	SP,FLOOD,RDA
	482080059	VR	Multi-family	0.17	3	Vacant	SP,RDA
	482080060	VR	Multi-family	0.17	3	Vacant	SP,RDA
	482080061	VR	Multi-family	0.21	3	Vacant	SP,FLOOD,RDA
	482090019	VR	Multi-family	0.05	1	Vacant	SP,RDA
	482090026	VR	Multi-family	0.15	2	Vacant	SP,RDA
	482090027	VR	Multi-family	0.45	7	Vacant	SP,RDA
	481120020	VOR	Office	0.61	9	Vacant	SP,RDA
	481120021	VOR	Office	0.30	4	Vacant	SP,RDA
	481130024	VOR	Office	0.45	7	Vacant	SP,RDA
	481130025	VOR	Office	0.45	7	Vacant	SP,RDA
	481140021	VOR	Office	0.91	14	Vacant	SP,RDA
	481140024	VOR	Office	0.91	14	Vacant	SP,RDA
	481140025	VOR	Office	0.91	14	Vacant	SP,RDA
	481171043	VOR	Office	0.01	1	Vacant	SP,RDA
	481270038	VOR	Office	0.11	2	Vacant	SP,RDA
	481270040	VOR	Office	0.21	3	Vacant	SP,RDA
	481270043	VOR	Office	0.02	1	Vacant	SP,RDA
	481270048	VOR	Office	0.01	1	Vacant	SP,RDA
	481270059	VOR	Office	0.05	1	Vacant	SP,RDA
	481270060	VOR	Office	0.93	14	Vacant	SP,RDA
	292202044	R5	Suburban Residential	0.17	1	Vacant	
	292202045	R5	Suburban Residential	0.17	1	Vacant	

Parcels per Density Designation: 95 Acres per Density Designation: 88

Units per Density Designation: 1,207 Units per Density Designation 80%: 966

MODERATE	308040050	H	Multi-family	19.12	382	Vacant	SP
	478110002	H	Multi-family	2.27	45	Vacant	SP
	478110003	H	Multi-family	0.36	7	Vacant	SP
	478110004	H	Multi-family	1.35	27	Vacant	SP
	478110005	H	Multi-family	0.18	4	Vacant	SP

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
MODERATE	478110006	H	Multi-family	1.83	37	Vacant	SP
	478110007	H	Multi-family	2.19	44	Vacant	SP
	486560003	H	Multi-family	1.13	23	Vacant	SP
	486560006	H	Multi-family	0.62	12	Vacant	SP
	486560008	H	Multi-family	0.02	1	Vacant	SP
	486560009	H	Multi-family	0.28	6	Vacant	SP
	486560013	H	Multi-family	1.11	22	Vacant	SP
	486560015	H	Multi-family	1.21	24	Vacant	SP
	486561004	H	Multi-family	0.20	4	Vacant	SP
	486561014	H	Multi-family	0.45	9	Vacant	SP
	486561030	H	Multi-family	0.60	12	Vacant	SP
	486561040	H	Multi-family	0.36	7	Vacant	SP
	486561044	H	Multi-family	0.14	3	Vacant	SP
	423250009	HD	Multi-family	47.94	959	Vacant	SP
	478090007	M	Multi-family	8.98	108	Vacant	SP
	478090029	M	Multi-family	1.81	22	Vacant	SP
	478100034	M	Multi-family	7.88	95	Vacant	SP,FLOOD
	423250002	MD	Multi-family	15.04	209	Vacant	SP
	423310001	MD	Multi-family	42.88	596	Vacant	SP FAULT
	478220006	MD	Multi-family	9.39	131	Vacant	SP
	478220007	MD	Multi-family	8.98	125	Vacant	SP
	478230009	MD	Multi-family	9.39	131	Vacant	SP
	478230010	MD	Multi-family	8.98	125	Vacant	SP
	308610003	MH	Multi-family	1.03	18	Vacant	SP
	308610005	MH	Multi-family	0.47	8	Vacant	SP
	308610006	MH	Multi-family	0.78	13	Vacant	SP
	308610007	MH	Multi-family	2.12	36	Vacant	SP,FLOOD
	308610008	MH	Multi-family	0.28	5	Vacant	SP
	308610009	MH	Multi-family	1.28	22	Vacant	SP
	308610010	MH	Multi-family	0.94	16	Vacant	SP
	308610011	MH	Multi-family	1.10	19	Vacant	SP,FLOOD
	308610012	MH	Multi-family	1.31	22	Vacant	SP,FLOOD
	308610013	MH	Multi-family	1.76	30	Vacant	SP
	308610014	MH	Multi-family	1.92	33	Vacant	SP
	308610015	MH	Multi-family	0.87	15	Vacant	SP
	308610016	MH	Multi-family	0.11	2	Vacant	SP
	308610033	MH	Multi-family	0.10	2	Vacant	SP
	308610036	MH	Multi-family	0.60	10	Vacant	SP,FLOOD
	308611041	MH	Multi-family	0.33	6	Vacant	SP
	308612020	MH	Multi-family	0.41	7	Vacant	SP
	308612027	MH	Multi-family	0.42	7	Vacant	SP
	308612034	MH	Multi-family	0.35	6	Vacant	SP
	308612041	MH	Multi-family	0.29	5	Vacant	SP
	308612059	MH	Multi-family	0.85	14	Vacant	SP
	308612069	MH	Multi-family	0.57	10	Vacant	SP
	308613005	MH	Multi-family	0.44	7	Vacant	SP,FLOOD
	308613010	MH	Multi-family	0.69	12	Vacant	SP,FLOOD
	308613017	MH	Multi-family	0.41	7	Vacant	SP
	486530015	MH	Multi-family	0.15	3	Vacant	SP
	486532085	MH	Multi-family	0.27	5	Vacant	SP
	486532089	MH	Multi-family	0.14	2	Vacant	SP
	486532099	MH	Multi-family	0.48	8	Vacant	SP
	479230018	R10	Multi-family	4.54	45	Vacant	FLOOD
	482230013	R10	Multi-family	8.26	83	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
MODERATE	482582039	R10	Multi-family	5.50	55	Vacant	
	482582040	R10	Multi-family	1.98	20	Vacant	
	292181001	R15	Multi-family	1.09	16	Vacant	
	292181015	R15	Multi-family	0.17	3	Vacant	
	292211001	R15	Multi-family	0.40	6	Vacant	
	479230011	R15	Multi-family	2.27	34	Vacant	
	479230012	R15	Multi-family	2.27	34	Vacant	
	479230027	R15	Multi-family	0.52	8	Vacant	FLOOD
	481281059	R15	Multi-family	3.45	52	Vacant	
	481281060	R15	Multi-family	0.18	3	Vacant	
	482180076	R15	Multi-family	3.11	47	Vacant	
	484030013	R15	Multi-family	1.70	26	Vacant	
	484030014	R15	Multi-family	2.30	34	Vacant	
	484030020	R15	Multi-family	1.93	29	Vacant	
	484231015	R15	Multi-family	2.14	32	Vacant	
	484231016	R15	Multi-family	2.14	32	Vacant	
	486280001	R15	Multi-family	8.61	129	Vacant	
	486280003	R15	Multi-family	27.52	413	Vacant	
	488330011	R15	Multi-family	9.39	141	Vacant	
	488330021	R15	Multi-family	8.97	135	Vacant	
	296103025	R20	Multi-family	0.28	6	Vacant	
	487370001	R20	Multi-family	9.39	188	Vacant	
	487370002	R20	Multi-family	9.39	188	Vacant	
	487400008	R20	Multi-family	0.65	13	Vacant	
	487400023	R20	Multi-family	0.29	6	Vacant	
	422070017	LD	Suburban Residential	53.03	313	Vacant	SP
	423250011	LD	Suburban Residential	41.28	244	Vacant	SP
	423250018	LD	Suburban Residential	69.75	412	Vacant	SP
	423260007	LD	Suburban Residential	40.31	238	Vacant	SP
	423260008	LD	Suburban Residential	40.06	236	Vacant	SP FAULT
	423310002	LD	Suburban Residential	41.31	244	Vacant	SP FAULT
	478210054	LD	Suburban Residential	9.81	58	Vacant	SP
	478210055	LD	Suburban Residential	8.91	53	Vacant	SP
	478220001	LD	Suburban Residential	27.76	164	Vacant	SP
	478220004	LD	Suburban Residential	8.98	53	Vacant	SP
	478220005	LD	Suburban Residential	9.39	55	Vacant	SP
	478220010	LD	Suburban Residential	9.39	55	Vacant	SP
	478220011	LD	Suburban Residential	8.98	53	Vacant	SP
	478220016	LD	Suburban Residential	18.37	108	Vacant	SP
	478220017	LD	Suburban Residential	8.98	53	Vacant	SP
	478220018	LD	Suburban Residential	9.39	55	Vacant	SP
	478220019	LD	Suburban Residential	9.39	55	Vacant	SP
	478220020	LD	Suburban Residential	8.98	53	Vacant	SP
	478220022	LD	Suburban Residential	9.39	55	Vacant	SP
	478220023	LD	Suburban Residential	9.39	55	Vacant	SP
	478220024	LD	Suburban Residential	8.98	53	Vacant	SP
	478220025	LD	Suburban Residential	8.98	53	Vacant	SP
	478220026	LD	Suburban Residential	9.39	55	Vacant	SP
	478230002	LD	Suburban Residential	8.95	53	Vacant	SP
	478230003	LD	Suburban Residential	9.38	55	Vacant	SP
	478230004	LD	Suburban Residential	9.39	55	Vacant	SP
	478230005	LD	Suburban Residential	8.98	53	Vacant	SP
	478230006	LD	Suburban Residential	8.98	53	Vacant	SP
	478230011	LD	Suburban Residential	9.39	55	Vacant	SP

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
MODERATE	478230014	LD	Suburban Residential	8.69	51	Vacant	SP
	478230019	LD	Suburban Residential	9.63	57	Vacant	SP
	478230020	LD	Suburban Residential	8.90	53	Vacant	SP
	486280016	LM	Suburban Residential	76.76	1	Vacant	SP
	486320003	LM	Suburban Residential	147.67	947	Vacant	SP,FLOOD
	304370009	ML	Suburban Residential	0.03	1	Vacant	SP
	304401011	ML	Suburban Residential	0.02	1	Vacant	SP
	304403012	ML	Suburban Residential	0.05	1	Vacant	SP
	304580001	ML	Suburban Residential	0.15	2	Vacant	SP
	304580002	ML	Suburban Residential	0.15	2	Vacant	SP
	304580003	ML	Suburban Residential	0.15	2	Vacant	SP
	304580004	ML	Suburban Residential	0.16	2	Vacant	SP
	304580005	ML	Suburban Residential	0.16	2	Vacant	SP
	304580006	ML	Suburban Residential	0.16	2	Vacant	SP
	304580007	ML	Suburban Residential	0.16	2	Vacant	SP
	304580008	ML	Suburban Residential	0.17	2	Vacant	SP
	304580009	ML	Suburban Residential	0.20	3	Vacant	SP
	308020012	ML	Suburban Residential	2.13	28	Vacant	SP
	308020019	ML	Suburban Residential	5.07	66	Vacant	SP
	308020057	ML	Suburban Residential	14.72	191	Vacant	SP
	308020059	ML	Suburban Residential	0.72	9	Vacant	SP
	308273013	ML	Suburban Residential	0.14	2	Vacant	SP
	308273018	ML	Suburban Residential	0.17	2	Vacant	SP
	308451012	ML	Suburban Residential	0.16	2	Vacant	SP,FLOOD
	308451013	ML	Suburban Residential	0.12	2	Vacant	SP
	308453012	ML	Suburban Residential	0.02	1	Vacant	SP
	308453013	ML	Suburban Residential	0.50	6	Vacant	SP
	308453014	ML	Suburban Residential	0.07	1	Vacant	SP
	308460021	ML	Suburban Residential	0.15	2	Vacant	SP
	308470049	ML	Suburban Residential	0.19	2	Vacant	SP
	308470050	ML	Suburban Residential	0.25	3	Vacant	SP
	308470051	ML	Suburban Residential	0.03	1	Vacant	SP
	308572025	ML	Suburban Residential	0.13	2	Vacant	SP
	308572026	ML	Suburban Residential	0.13	2	Vacant	SP
	308572027	ML	Suburban Residential	0.17	2	Vacant	SP
	308573017	ML	Suburban Residential	0.31	4	Vacant	SP
	308581009	ML	Suburban Residential	0.16	2	Vacant	SP
	308581010	ML	Suburban Residential	0.16	2	Vacant	SP
	308581011	ML	Suburban Residential	0.16	2	Vacant	SP
	308581012	ML	Suburban Residential	0.16	2	Vacant	SP
	308581013	ML	Suburban Residential	0.20	3	Vacant	SP
	308581014	ML	Suburban Residential	0.25	3	Vacant	SP
	308581015	ML	Suburban Residential	0.27	4	Vacant	SP
	308581016	ML	Suburban Residential	0.13	2	Vacant	SP
	308581017	ML	Suburban Residential	0.14	2	Vacant	SP
	308581018	ML	Suburban Residential	0.14	2	Vacant	SP
	308581019	ML	Suburban Residential	0.15	2	Vacant	SP
	308581020	ML	Suburban Residential	0.14	2	Vacant	SP
	308581021	ML	Suburban Residential	0.14	2	Vacant	SP
	308581022	ML	Suburban Residential	0.14	2	Vacant	SP
	308581023	ML	Suburban Residential	0.14	2	Vacant	SP
	308581024	ML	Suburban Residential	0.15	2	Vacant	SP
	308582001	ML	Suburban Residential	0.15	2	Vacant	SP
	308582002	ML	Suburban Residential	0.12	2	Vacant	SP

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
MODERATE	308582003	ML	Suburban Residential	0.12	2	Vacant	SP
	308582004	ML	Suburban Residential	0.12	2	Vacant	SP
	308582005	ML	Suburban Residential	0.12	2	Vacant	SP
	308582006	ML	Suburban Residential	0.13	2	Vacant	SP
	308582007	ML	Suburban Residential	0.13	2	Vacant	SP
	308582008	ML	Suburban Residential	0.12	2	Vacant	SP
	308582009	ML	Suburban Residential	0.11	1	Vacant	SP
	308582010	ML	Suburban Residential	0.18	2	Vacant	SP
	308582028	ML	Suburban Residential	0.21	3	Vacant	SP
	308582029	ML	Suburban Residential	0.13	2	Vacant	SP
	308582030	ML	Suburban Residential	0.14	2	Vacant	SP
	308582031	ML	Suburban Residential	0.15	2	Vacant	SP
	308582032	ML	Suburban Residential	0.16	2	Vacant	SP
	308582033	ML	Suburban Residential	0.15	2	Vacant	SP
	308582034	ML	Suburban Residential	0.15	2	Vacant	SP
	308582035	ML	Suburban Residential	0.15	2	Vacant	SP
	308582036	ML	Suburban Residential	0.15	2	Vacant	SP
	308582037	ML	Suburban Residential	0.15	2	Vacant	SP
	308582038	ML	Suburban Residential	0.16	2	Vacant	SP
	308582039	ML	Suburban Residential	0.12	2	Vacant	SP
	308582040	ML	Suburban Residential	0.12	2	Vacant	SP
	308582041	ML	Suburban Residential	0.12	2	Vacant	SP
	308582042	ML	Suburban Residential	0.12	2	Vacant	SP
	308590001	ML	Suburban Residential	0.17	2	Vacant	SP
	308590002	ML	Suburban Residential	0.14	2	Vacant	SP
	308590003	ML	Suburban Residential	0.12	2	Vacant	SP
	308590004	ML	Suburban Residential	0.14	2	Vacant	SP
	308590005	ML	Suburban Residential	0.14	2	Vacant	SP
	308590006	ML	Suburban Residential	0.13	2	Vacant	SP
	308590007	ML	Suburban Residential	0.14	2	Vacant	SP
	308590008	ML	Suburban Residential	0.15	2	Vacant	SP
	308590009	ML	Suburban Residential	0.13	2	Vacant	SP
	308590010	ML	Suburban Residential	0.15	2	Vacant	SP
	308590011	ML	Suburban Residential	0.13	2	Vacant	SP
	308590012	ML	Suburban Residential	0.15	2	Vacant	SP
	308590013	ML	Suburban Residential	0.14	2	Vacant	SP
	308590014	ML	Suburban Residential	0.15	2	Vacant	SP
	308590015	ML	Suburban Residential	0.18	2	Vacant	SP
	308591001	ML	Suburban Residential	0.22	3	Vacant	SP
	308591002	ML	Suburban Residential	0.15	2	Vacant	SP
	308591003	ML	Suburban Residential	0.23	3	Vacant	SP
	308591004	ML	Suburban Residential	0.40	5	Vacant	SP
	308591005	ML	Suburban Residential	0.21	3	Vacant	SP
	308591006	ML	Suburban Residential	0.22	3	Vacant	SP
	308591007	ML	Suburban Residential	0.18	2	Vacant	SP
	308592001	ML	Suburban Residential	0.14	2	Vacant	SP
	308592002	ML	Suburban Residential	0.17	2	Vacant	SP
	308592003	ML	Suburban Residential	0.17	2	Vacant	SP
	308592004	ML	Suburban Residential	0.15	2	Vacant	SP
	308592005	ML	Suburban Residential	0.17	2	Vacant	SP
	308592006	ML	Suburban Residential	0.27	4	Vacant	SP
	308592007	ML	Suburban Residential	0.26	3	Vacant	SP
	308592008	ML	Suburban Residential	0.21	3	Vacant	SP
	308592009	ML	Suburban Residential	0.23	3	Vacant	SP

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
MODERATE	308592010	ML	Suburban Residential	0.22	3	Vacant	SP
	308592011	ML	Suburban Residential	0.22	3	Vacant	SP
	308592012	ML	Suburban Residential	0.21	3	Vacant	SP
	308592013	ML	Suburban Residential	0.20	3	Vacant	SP
	308592014	ML	Suburban Residential	0.23	3	Vacant	SP
	308592015	ML	Suburban Residential	0.22	3	Vacant	SP
	308592016	ML	Suburban Residential	0.22	3	Vacant	SP
	308592017	ML	Suburban Residential	0.22	3	Vacant	SP
	308592018	ML	Suburban Residential	0.22	3	Vacant	SP
	308592019	ML	Suburban Residential	0.23	3	Vacant	SP
	308600001	ML	Suburban Residential	0.16	2	Vacant	SP
	308600002	ML	Suburban Residential	0.17	2	Vacant	SP
	308601015	ML	Suburban Residential	0.26	3	Vacant	SP
	308601016	ML	Suburban Residential	0.20	3	Vacant	SP
	308601017	ML	Suburban Residential	0.25	3	Vacant	SP
	308601018	ML	Suburban Residential	0.35	5	Vacant	SP
	308601019	ML	Suburban Residential	0.28	4	Vacant	SP
	308601020	ML	Suburban Residential	0.26	3	Vacant	SP
	308601021	ML	Suburban Residential	0.22	3	Vacant	SP
	308601022	ML	Suburban Residential	0.21	3	Vacant	SP
	308601023	ML	Suburban Residential	0.41	5	Vacant	SP
	478090026	ML	Suburban Residential	2.94	24	Vacant	SP
	478090027	ML	Suburban Residential	1.87	15	Vacant	SP
	478090028	ML	Suburban Residential	1.81	14	Vacant	SP
	478120010	ML	Suburban Residential	1.89	15	Vacant	SP
	478120011	ML	Suburban Residential	2.27	18	Vacant	SP
	478120021	ML	Suburban Residential	2.00	16	Vacant	SP
	478120022	ML	Suburban Residential	2.26	18	Vacant	SP
	478120023	ML	Suburban Residential	2.27	18	Vacant	SP
	478120024	ML	Suburban Residential	2.00	16	Vacant	SP
	486480047	ML	Suburban Residential	0.11	1	Vacant	SP
	475182043	R5	Suburban Residential	1.73	9	Vacant	
	264236001	RS10	Suburban Residential	2.14	21	Vacant	
	296163001	RS10	Suburban Residential	0.16	2	Vacant	
	479200027	RS10	Suburban Residential	0.01	1	Vacant	
	479200028	RS10	Suburban Residential	0.02	1	Vacant	
	482304002	RS10	Suburban Residential	0.62	6	Vacant	
	482304023	RS10	Suburban Residential	1.14	11	Vacant	
	482304035	RS10	Suburban Residential	0.55	6	Vacant	

Parcels per Density Designation: 260 Acres per Density Designation: 1,180

Units per Density Designation: 10,292 Units per Density Designation 80%: 8234

ABOVE MODERATE	256030009	HR	Large Lot Residential	298.99	60	Vacant	
	256150001	HR	Large Lot Residential	33.77	7	Vacant	
	256160002	HR	Large Lot Residential	10.65	2	Vacant	
	256160010	HR	Large Lot Residential	9.55	2	Vacant	
	256160012	HR	Large Lot Residential	27.07	5	Vacant	
	256160017	HR	Large Lot Residential	10.24	2	Vacant	
	256170004	HR	Large Lot Residential	28.91	6	Vacant	
	259260002	HR	Large Lot Residential	20.00	4	Vacant	
	259260003	HR	Large Lot Residential	20.00	4	Vacant	
	259260004	HR	Large Lot Residential	10.00	2	Vacant	
	259260005	HR	Large Lot Residential	10.00	2	Vacant	
	259260006	HR	Large Lot Residential	20.00	4	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	259260039	HR	Large Lot Residential	12.18	2	Vacant	
	264040003	HR	Large Lot Residential	12.56	2	Vacant	
	264040010	HR	Large Lot Residential	6.15	1	Vacant	
	264040011	HR	Large Lot Residential	6.15	1	Vacant	
	264040013	HR	Large Lot Residential	1.34	7	Vacant	
	264110006	HR	Large Lot Residential	2.35	12	Vacant	
	264110009	HR	Large Lot Residential	18.98	4	Vacant	
	264110010	HR	Large Lot Residential	20.04	4	Vacant	
	264110022	HR	Large Lot Residential	1.58	8	Vacant	
	264110024	HR	Large Lot Residential	1.79	9	Vacant	
	471201008	HR	Large Lot Residential	166.17	33	Vacant	
	471290003	HR	Large Lot Residential	2.57	13	Vacant	
	471290004	HR	Large Lot Residential	2.57	13	Vacant	
	471290005	HR	Large Lot Residential	2.40	12	Vacant	
	471290006	HR	Large Lot Residential	7.63	2	Vacant	
	473150002	HR	Large Lot Residential	13.75	3	Vacant	
	473150048	HR	Large Lot Residential	10.52	2	Vacant	
	473150049	HR	Large Lot Residential	15.73	3	Vacant	
	473150053	HR	Large Lot Residential	19.88	4	Vacant	FAULT
	473160001	HR	Large Lot Residential	17.50	4	Vacant	
	473160002	HR	Large Lot Residential	2.50	12	Vacant	
	474100002	HR	Large Lot Residential	20.00	4	Vacant	
	474100003	HR	Large Lot Residential	10.00	2	Vacant	
	474210001	HR	Large Lot Residential	40.00	8	Vacant	
	474210003	HR	Large Lot Residential	60.00	12	Vacant	
	474210004	HR	Large Lot Residential	60.00	12	Vacant	
	474210005	HR	Large Lot Residential	10.00	2	Vacant	
	474210006	HR	Large Lot Residential	10.00	2	Vacant	
	474210008	HR	Large Lot Residential	10.00	2	Vacant	
	474220065	HR	Large Lot Residential	13.49	3	Vacant	
	474220070	HR	Large Lot Residential	32.27	6	Vacant	
	474230005	HR	Large Lot Residential	3.32	1	Vacant	
	474230032	HR	Large Lot Residential	3.26	1	Vacant	
	474310001	HR	Large Lot Residential	5.14	1	Vacant	
	474310002	HR	Large Lot Residential	2.50	12	Vacant	
	474310003	HR	Large Lot Residential	2.50	12	Vacant	
	474310004	HR	Large Lot Residential	2.51	13	Vacant	
	474310005	HR	Large Lot Residential	2.62	13	Vacant	
	474320003	HR	Large Lot Residential	1.07	5	Vacant	
	474320005	HR	Large Lot Residential	1.02	5	Vacant	
	474341005	HR	Large Lot Residential	1.72	9	Vacant	
	474341006	HR	Large Lot Residential	1.40	7	Vacant	
	474341007	HR	Large Lot Residential	0.91	5	Vacant	
	474341008	HR	Large Lot Residential	1.02	5	Vacant	
	474410017	HR	Large Lot Residential	0.00	1	Vacant	
	474410028	HR	Large Lot Residential	1.43	7	Vacant	
	474410029	HR	Large Lot Residential	1.59	8	Vacant	
	474500010	HR	Large Lot Residential	2.47	12	Vacant	
	478020023	HR	Large Lot Residential	24.86	5	Vacant	
	478020027	HR	Large Lot Residential	23.43	5	Vacant	
	488160001	HR	Large Lot Residential	19.38	4	Vacant	
	488160003	HR	Large Lot Residential	10.42	2	Vacant	
	488190031	HR	Large Lot Residential	1.80	9	Vacant	
	488190033	HR	Large Lot Residential	2.75	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488200015	HR	Large Lot Residential	2.51	13	Vacant	
	264030015	R1	Large Lot Residential	118.70	119	Vacant	
	264040006	R1	Large Lot Residential	3.00	3	Vacant	
	264040009	R1	Large Lot Residential	6.15	6	Vacant	
	264040012	R1	Large Lot Residential	1.52	2	Vacant	
	264040014	R1	Large Lot Residential	0.92	1	Vacant	
	264040015	R1	Large Lot Residential	0.92	1	Vacant	
	264040016	R1	Large Lot Residential	0.95	1	Vacant	
	264110018	R1	Large Lot Residential	0.26	1	Vacant	
	264110027	R1	Large Lot Residential	0.97	1	Vacant	
	264110028	R1	Large Lot Residential	1.24	1	Vacant	
	264175001	R1	Large Lot Residential	1.06	1	Vacant	
	264175002	R1	Large Lot Residential	1.11	1	Vacant	
	264175003	R1	Large Lot Residential	1.05	1	Vacant	
	264175004	R1	Large Lot Residential	1.27	1	Vacant	
	264312001	R1	Large Lot Residential	0.98	1	Vacant	
	473120069	R1	Large Lot Residential	64.70	65	Vacant	FAULT
	473150050	R1	Large Lot Residential	1.17	1	Vacant	
	473150051	R1	Large Lot Residential	15.77	16	Vacant	
	473150052	R1	Large Lot Residential	21.37	21	Vacant	FAULT
	473150058	R1	Large Lot Residential	8.34	8	Vacant	
	473150059	R1	Large Lot Residential	9.00	9	Vacant	FAULT
	473150061	R1	Large Lot Residential	9.33	9	Vacant	FAULT
	473150063	R1	Large Lot Residential	11.94	12	Vacant	
	473174002	R1	Large Lot Residential	9.39	9	Vacant	
	473174003	R1	Large Lot Residential	9.39	9	Vacant	
	473174004	R1	Large Lot Residential	8.96	9	Vacant	
	473174005	R1	Large Lot Residential	8.96	9	Vacant	
	473174007	R1	Large Lot Residential	9.39	9	Vacant	
	473174008	R1	Large Lot Residential	8.55	9	Vacant	
	473174010	R1	Large Lot Residential	2.15	2	Vacant	
	473174012	R1	Large Lot Residential	2.17	2	Vacant	
	473174013	R1	Large Lot Residential	2.17	2	Vacant	
	473210005	R1	Large Lot Residential	3.90	4	Vacant	FAULT
	473220004	R1	Large Lot Residential	3.68	4	Vacant	FAULT
	473220009	R1	Large Lot Residential	9.39	9	Vacant	
	473220010	R1	Large Lot Residential	7.74	8	Vacant	
	473220011	R1	Large Lot Residential	1.65	2	Vacant	
	473220015	R1	Large Lot Residential	9.39	9	Vacant	
	473220017	R1	Large Lot Residential	16.10	16	Vacant	FAULT
	473220043	R1	Large Lot Residential	5.84	6	Vacant	
	473220044	R1	Large Lot Residential	13.03	13	Vacant	FAULT
	473220057	R1	Large Lot Residential	0.85	1	Vacant	
	473220064	R1	Large Lot Residential	0.99	1	Vacant	
	473220071	R1	Large Lot Residential	1.17	1	Vacant	
	473220072	R1	Large Lot Residential	1.70	2	Vacant	
	473220075	R1	Large Lot Residential	2.78	3	Vacant	FAULT
	473250003	R1	Large Lot Residential	8.98	9	Vacant	
	473250028	R1	Large Lot Residential	1.44	1	Vacant	
	473250029	R1	Large Lot Residential	9.55	10	Vacant	
	473250030	R1	Large Lot Residential	2.71	3	Vacant	
	473250042	R1	Large Lot Residential	3.86	4	Vacant	
	473250050	R1	Large Lot Residential	1.10	1	Vacant	
	473250051	R1	Large Lot Residential	1.10	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	473290003	R1	Large Lot Residential	2.35	2	Vacant	
	473290006	R1	Large Lot Residential	1.50	2	Vacant	
	473290007	R1	Large Lot Residential	4.70	5	Vacant	
	473290011	R1	Large Lot Residential	2.00	2	Vacant	
	473290012	R1	Large Lot Residential	6.98	7	Vacant	
	473290013	R1	Large Lot Residential	9.39	9	Vacant	
	473290014	R1	Large Lot Residential	9.39	9	Vacant	
	473290015	R1	Large Lot Residential	8.54	8	Vacant	
	473290018	R1	Large Lot Residential	0.85	1	Vacant	
	473290019	R1	Large Lot Residential	4.08	4	Vacant	
	473310001	R1	Large Lot Residential	55.60	56	Vacant	
	473310013	R1	Large Lot Residential	0.88	1	Vacant	
	473310016	R1	Large Lot Residential	1.20	1	Vacant	
	473401017	R1	Large Lot Residential	0.38	1	Vacant	
	474230038	R1	Large Lot Residential	0.78	1	Vacant	
	474250003	R1	Large Lot Residential	10.00	10	Vacant	
	474250032	R1	Large Lot Residential	2.59	3	Vacant	
	474250033	R1	Large Lot Residential	2.53	2	Vacant	
	474260011	R1	Large Lot Residential	3.37	3	Vacant	
	474260056	R1	Large Lot Residential	2.70	3	Vacant	
	474271001	R1	Large Lot Residential	0.06	1	Vacant	
	474271008	R1	Large Lot Residential	1.55	2	Vacant	
	474271011	R1	Large Lot Residential	2.81	3	Vacant	
	474272030	R1	Large Lot Residential	2.95	3	Vacant	
	474272033	R1	Large Lot Residential	2.41	2	Vacant	
	481041028	R1	Large Lot Residential	0.11	1	Vacant	SP,RDA
	481090023	R1	Large Lot Residential	0.30	1	Vacant	SP,FLOOD,RDA
	488250003	R1	Large Lot Residential	8.98	9	Vacant	
	488250004	R1	Large Lot Residential	9.41	9	Vacant	
	488250005	R1	Large Lot Residential	9.40	9	Vacant	
	488250006	R1	Large Lot Residential	8.09	8	Vacant	
	488250008	R1	Large Lot Residential	8.55	9	Vacant	
	488250009	R1	Large Lot Residential	9.40	9	Vacant	
	488250010	R1	Large Lot Residential	9.40	9	Vacant	
	488250011	R1	Large Lot Residential	8.74	9	Vacant	
	488260001	R1	Large Lot Residential	2.00	2	Vacant	
	488260002	R1	Large Lot Residential	2.00	2	Vacant	
	488260007	R1	Large Lot Residential	4.70	5	Vacant	
	488260008	R1	Large Lot Residential	4.70	5	Vacant	
	488260009	R1	Large Lot Residential	8.97	9	Vacant	
	488260010	R1	Large Lot Residential	8.97	9	Vacant	
	488260011	R1	Large Lot Residential	9.40	9	Vacant	
	488260013	R1	Large Lot Residential	9.40	9	Vacant	
	488260015	R1	Large Lot Residential	2.48	2	Vacant	
	488260016	R1	Large Lot Residential	2.19	2	Vacant	
	488260019	R1	Large Lot Residential	2.83	3	Vacant	
	488260020	R1	Large Lot Residential	2.51	2	Vacant	
	488260023	R1	Large Lot Residential	8.97	9	Vacant	FAULT
	488260024	R1	Large Lot Residential	8.97	9	Vacant	
	488260025	R1	Large Lot Residential	9.40	9	Vacant	FAULT
	488260026	R1	Large Lot Residential	9.40	9	Vacant	FAULT
	488260027	R1	Large Lot Residential	18.80	19	Vacant	FAULT
	488260029	R1	Large Lot Residential	6.45	6	Vacant	FAULT
	488260030	R1	Large Lot Residential	8.80	9	Vacant	FAULT

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488260031	R1	Large Lot Residential	16.60	17	Vacant	
	488260032	R1	Large Lot Residential	9.39	9	Vacant	
	488260034	R1	Large Lot Residential	9.40	9	Vacant	FAULT
	488260036	R1	Large Lot Residential	8.97	9	Vacant	FAULT
	488310001	R1	Large Lot Residential	8.97	9	Vacant	
	488310002	R1	Large Lot Residential	9.39	9	Vacant	
	488310003	R1	Large Lot Residential	9.39	9	Vacant	
	488310004	R1	Large Lot Residential	8.19	8	Vacant	
	488320007	R1	Large Lot Residential	0.19	1	Vacant	
	422020009	RR	Large Lot Residential	7.67	3	Vacant	FAULT
	473171034	RR	Large Lot Residential	0.80	2	Vacant	FAULT
	473171037	RR	Large Lot Residential	1.29	3	Vacant	FAULT
	473200004	RR	Large Lot Residential	7.18	3	Vacant	FAULT
	473210001	RR	Large Lot Residential	2.15	1	Vacant	FAULT
	473220018	RR	Large Lot Residential	11.11	4	Vacant	FAULT
	473220019	RR	Large Lot Residential	9.06	4	Vacant	FAULT
	488260028	RR	Large Lot Residential	2.00	1	Vacant	FAULT
	478230001	CH	Multi-family	8.14	1	Vacant	SP
	260040026	R5	Open Space/Park	9.82	49	Vacant	SP
	260040030	R5	Open Space/Park	12.80	64	Vacant	SP
	471300003	R5	Open Space/Park	0.73	4	Vacant	SP
	471300004	R5	Open Space/Park	0.06	1	Vacant	SP
	471300005	R5	Open Space/Park	0.02	1	Vacant	SP
	259240062	EST	Residential 2 Dwellings/Acr	18.11	36	Vacant	SP
	256040012	R2	Residential 2 Dwellings/Acr	30.78	62	Vacant	
	471201010	R2	Residential 2 Dwellings/Acr	29.47	59	Vacant	
	471290017	R2	Residential 2 Dwellings/Acr	0.62	1	Vacant	
	471300002	R2	Residential 2 Dwellings/Acr	8.04	16	Vacant	
	471300006	R2	Residential 2 Dwellings/Acr	8.00	16	Vacant	
	473120023	R2	Residential 2 Dwellings/Acr	25.93	52	Vacant	
	473171020	R2	Residential 2 Dwellings/Acr	6.50	13	Vacant	
	473171022	R2	Residential 2 Dwellings/Acr	6.12	12	Vacant	
	473401021	R2	Residential 2 Dwellings/Acr	5.69	11	Vacant	
	474220026	R2	Residential 2 Dwellings/Acr	0.09	1	Vacant	
	474220035	R2	Residential 2 Dwellings/Acr	0.35	1	Vacant	
	474220044	R2	Residential 2 Dwellings/Acr	0.01	1	Vacant	
	474371008	R2	Residential 2 Dwellings/Acr	0.32	1	Vacant	
	474371010	R2	Residential 2 Dwellings/Acr	0.50	1	Vacant	
	474371015	R2	Residential 2 Dwellings/Acr	0.32	1	Vacant	
	474371017	R2	Residential 2 Dwellings/Acr	0.32	1	Vacant	
	474371018	R2	Residential 2 Dwellings/Acr	0.40	1	Vacant	
	474381001	R2	Residential 2 Dwellings/Acr	0.35	1	Vacant	
	474500002	R2	Residential 2 Dwellings/Acr	17.68	35	Vacant	
	474500005	R2	Residential 2 Dwellings/Acr	5.20	10	Vacant	
	488032002	R2	Residential 2 Dwellings/Acr	0.56	1	Vacant	
	488060006	R2	Residential 2 Dwellings/Acr	0.55	1	Vacant	
	488080003	R2	Residential 2 Dwellings/Acr	17.31	35	Vacant	
	488080011	R2	Residential 2 Dwellings/Acr	8.54	17	Vacant	
	488080012	R2	Residential 2 Dwellings/Acr	7.44	15	Vacant	
	488270019	R2	Residential 2 Dwellings/Acr	0.87	2	Vacant	
	488270020	R2	Residential 2 Dwellings/Acr	0.89	2	Vacant	
	488270021	R2	Residential 2 Dwellings/Acr	3.78	8	Vacant	
	488270022	R2	Residential 2 Dwellings/Acr	0.88	2	Vacant	
	488270023	R2	Residential 2 Dwellings/Acr	0.87	2	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	473150012	RA2	Residential Agriculture 2 Dv	0.37	1	Vacant	
	473150015	RA2	Residential Agriculture 2 Dv	8.50	17	Vacant	
	473150025	RA2	Residential Agriculture 2 Dv	1.80	4	Vacant	
	473150079	RA2	Residential Agriculture 2 Dv	17.25	34	Vacant	
	473160004	RA2	Residential Agriculture 2 Dv	75.10	150	Vacant	
	473160007	RA2	Residential Agriculture 2 Dv	36.15	72	Vacant	
	473160008	RA2	Residential Agriculture 2 Dv	27.32	55	Vacant	
	473160011	RA2	Residential Agriculture 2 Dv	9.22	18	Vacant	
	473160013	RA2	Residential Agriculture 2 Dv	9.20	18	Vacant	
	473160017	RA2	Residential Agriculture 2 Dv	32.35	65	Vacant	
	473160018	RA2	Residential Agriculture 2 Dv	9.09	18	Vacant	
	473160019	RA2	Residential Agriculture 2 Dv	9.05	18	Vacant	
	473230009	RA2	Residential Agriculture 2 Dv	3.64	7	Vacant	FAULT
	473280011	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	473280012	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	473280013	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	473280014	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	473280015	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	473280016	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	473280018	RA2	Residential Agriculture 2 Dv	1.14	2	Vacant	
	473280019	RA2	Residential Agriculture 2 Dv	1.14	2	Vacant	
	473300001	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	473300002	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	473300003	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	473300004	RA2	Residential Agriculture 2 Dv	4.70	9	Vacant	
	473300005	RA2	Residential Agriculture 2 Dv	4.27	8	Vacant	
	473300008	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	473300009	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	473300010	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	474130034	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	474142006	RA2	Residential Agriculture 2 Dv	4.80	10	Vacant	
	474161016	RA2	Residential Agriculture 2 Dv	0.08	1	Vacant	
	474161035	RA2	Residential Agriculture 2 Dv	1.15	2	Vacant	
	474170008	RA2	Residential Agriculture 2 Dv	1.67	3	Vacant	
	474180012	RA2	Residential Agriculture 2 Dv	0.72	1	Vacant	
	474180013	RA2	Residential Agriculture 2 Dv	1.29	3	Vacant	
	474180028	RA2	Residential Agriculture 2 Dv	2.50	5	Vacant	
	474250011	RA2	Residential Agriculture 2 Dv	1.02	2	Vacant	
	474250015	RA2	Residential Agriculture 2 Dv	13.41	27	Vacant	
	474250017	RA2	Residential Agriculture 2 Dv	0.53	1	Vacant	
	474250057	RA2	Residential Agriculture 2 Dv	1.02	2	Vacant	
	474250058	RA2	Residential Agriculture 2 Dv	0.36	1	Vacant	
	474590034	RA2	Residential Agriculture 2 Dv	1.00	2	Vacant	
	474590036	RA2	Residential Agriculture 2 Dv	1.50	3	Vacant	
	474590037	RA2	Residential Agriculture 2 Dv	0.90	2	Vacant	
	474590039	RA2	Residential Agriculture 2 Dv	1.01	2	Vacant	
	475060023	RA2	Residential Agriculture 2 Dv	0.46	1	Vacant	
	478020024	RA2	Residential Agriculture 2 Dv	20.04	40	Vacant	
	478020025	RA2	Residential Agriculture 2 Dv	20.95	42	Vacant	
	478020026	RA2	Residential Agriculture 2 Dv	26.87	54	Vacant	
	478020030	RA2	Residential Agriculture 2 Dv	22.09	44	Vacant	
	478020031	RA2	Residential Agriculture 2 Dv	1.00	2	Vacant	
	478020035	RA2	Residential Agriculture 2 Dv	7.98	16	Vacant	
	478020037	RA2	Residential Agriculture 2 Dv	8.15	16	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478142017	RA2	Residential Agriculture 2 Dv	0.49	1	Vacant	
	478142029	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478230008	RA2	Residential Agriculture 2 Dv	36.38	73	Vacant	
	478230015	RA2	Residential Agriculture 2 Dv	8.69	17	Vacant	
	478230016	RA2	Residential Agriculture 2 Dv	9.10	18	Vacant	
	478240002	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	478240003	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	478240005	RA2	Residential Agriculture 2 Dv	9.10	18	Vacant	
	478240006	RA2	Residential Agriculture 2 Dv	9.10	18	Vacant	
	478240007	RA2	Residential Agriculture 2 Dv	8.69	17	Vacant	
	478240008	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	478240021	RA2	Residential Agriculture 2 Dv	8.68	17	Vacant	
	478240022	RA2	Residential Agriculture 2 Dv	8.84	18	Vacant	
	478240023	RA2	Residential Agriculture 2 Dv	8.84	18	Vacant	
	478240031	RA2	Residential Agriculture 2 Dv	2.05	4	Vacant	
	478240032	RA2	Residential Agriculture 2 Dv	2.05	4	Vacant	
	478240033	RA2	Residential Agriculture 2 Dv	1.76	4	Vacant	
	478240034	RA2	Residential Agriculture 2 Dv	1.76	4	Vacant	
	478370003	RA2	Residential Agriculture 2 Dv	0.43	1	Vacant	
	478370004	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	478370005	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	478370006	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	478370007	RA2	Residential Agriculture 2 Dv	0.56	1	Vacant	
	478370008	RA2	Residential Agriculture 2 Dv	0.56	1	Vacant	
	478370013	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478370014	RA2	Residential Agriculture 2 Dv	0.76	2	Vacant	
	478371001	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478371002	RA2	Residential Agriculture 2 Dv	0.21	1	Vacant	
	478371003	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478371004	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478371005	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478371006	RA2	Residential Agriculture 2 Dv	0.38	1	Vacant	
	478371007	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478371008	RA2	Residential Agriculture 2 Dv	0.38	1	Vacant	
	478371009	RA2	Residential Agriculture 2 Dv	0.38	1	Vacant	
	478371010	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400001	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400002	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400003	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400004	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400005	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400006	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400007	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478400008	RA2	Residential Agriculture 2 Dv	0.59	1	Vacant	
	478400009	RA2	Residential Agriculture 2 Dv	0.52	1	Vacant	
	478400012	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400013	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400014	RA2	Residential Agriculture 2 Dv	0.69	1	Vacant	
	478400015	RA2	Residential Agriculture 2 Dv	0.63	1	Vacant	
	478400016	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478400017	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478400018	RA2	Residential Agriculture 2 Dv	0.23	1	Vacant	
	478410005	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478410006	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478410007	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478410008	RA2	Residential Agriculture 2 Dv	0.45	1	Vacant	
	478410009	RA2	Residential Agriculture 2 Dv	0.45	1	Vacant	
	478410010	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478410011	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410012	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410013	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478410014	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410015	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410016	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412001	RA2	Residential Agriculture 2 Dv	0.44	1	Vacant	
	478412002	RA2	Residential Agriculture 2 Dv	0.72	1	Vacant	
	478412003	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412004	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412005	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412006	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412007	RA2	Residential Agriculture 2 Dv	0.43	1	Vacant	
	478412008	RA2	Residential Agriculture 2 Dv	0.61	1	Vacant	
	478412009	RA2	Residential Agriculture 2 Dv	0.47	1	Vacant	
	478412010	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478412011	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478412012	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478412013	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478412014	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478412015	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478412016	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	486250003	RA2	Residential Agriculture 2 Dv	2.18	4	Vacant	FLOOD
	486290001	RA2	Residential Agriculture 2 Dv	8.97	18	Vacant	
	486290002	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	486290005	RA2	Residential Agriculture 2 Dv	1.06	2	Vacant	
	486290010	RA2	Residential Agriculture 2 Dv	1.17	2	Vacant	
	486290028	RA2	Residential Agriculture 2 Dv	8.97	18	Vacant	FLOOD
	486290032	RA2	Residential Agriculture 2 Dv	8.91	18	Vacant	
	486310005	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	487060005	RA2	Residential Agriculture 2 Dv	0.62	1	Vacant	
	487060006	RA2	Residential Agriculture 2 Dv	0.94	2	Vacant	
	487090006	RA2	Residential Agriculture 2 Dv	0.80	2	Vacant	
	487140011	RA2	Residential Agriculture 2 Dv	0.48	1	Vacant	
	487140013	RA2	Residential Agriculture 2 Dv	0.48	1	Vacant	
	487150001	RA2	Residential Agriculture 2 Dv	0.76	2	Vacant	
	487150014	RA2	Residential Agriculture 2 Dv	2.08	4	Vacant	
	487150015	RA2	Residential Agriculture 2 Dv	2.80	6	Vacant	
	487150016	RA2	Residential Agriculture 2 Dv	2.58	5	Vacant	
	487150018	RA2	Residential Agriculture 2 Dv	2.30	5	Vacant	
	487160001	RA2	Residential Agriculture 2 Dv	9.73	20	Vacant	
	487170001	RA2	Residential Agriculture 2 Dv	5.99	12	Vacant	
	487170004	RA2	Residential Agriculture 2 Dv	4.57	9	Vacant	
	487170005	RA2	Residential Agriculture 2 Dv	4.89	10	Vacant	
	487470001	RA2	Residential Agriculture 2 Dv	9.40	19	Vacant	
	487470002	RA2	Residential Agriculture 2 Dv	4.70	9	Vacant	
	487470006	RA2	Residential Agriculture 2 Dv	2.87	6	Vacant	
	488080004	RA2	Residential Agriculture 2 Dv	18.91	38	Vacant	
	488080005	RA2	Residential Agriculture 2 Dv	8.67	17	Vacant	
	488080006	RA2	Residential Agriculture 2 Dv	8.37	17	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488080007	RA2	Residential Agriculture 2 Dv	8.37	17	Vacant	
	488080008	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	488080009	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	488080010	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	488160004	RA2	Residential Agriculture 2 Dv	12.20	24	Vacant	
	488160005	RA2	Residential Agriculture 2 Dv	6.03	12	Vacant	
	488170007	RA2	Residential Agriculture 2 Dv	1.82	4	Vacant	
	488170011	RA2	Residential Agriculture 2 Dv	8.07	16	Vacant	
	488180017	RA2	Residential Agriculture 2 Dv	0.58	1	Vacant	
	488180022	RA2	Residential Agriculture 2 Dv	18.82	38	Vacant	
	488180023	RA2	Residential Agriculture 2 Dv	10.00	20	Vacant	
	488180024	RA2	Residential Agriculture 2 Dv	14.73	30	Vacant	
	488180025	RA2	Residential Agriculture 2 Dv	9.52	19	Vacant	
	488190023	RA2	Residential Agriculture 2 Dv	0.92	2	Vacant	
	488250001	RA2	Residential Agriculture 2 Dv	9.40	19	Vacant	
	488250002	RA2	Residential Agriculture 2 Dv	8.97	18	Vacant	
	488250013	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	488250014	RA2	Residential Agriculture 2 Dv	9.40	19	Vacant	
	488300002	RA2	Residential Agriculture 2 Dv	6.90	14	Vacant	
	488330009	RA2	Residential Agriculture 2 Dv	4.48	9	Vacant	
	488330010	RA2	Residential Agriculture 2 Dv	4.48	9	Vacant	
	488330014	RA2	Residential Agriculture 2 Dv	4.21	8	Vacant	
	488330015	RA2	Residential Agriculture 2 Dv	4.48	9	Vacant	
	488330016	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	488330017	RA2	Residential Agriculture 2 Dv	9.39	19	Vacant	
	488330018	RA2	Residential Agriculture 2 Dv	8.97	18	Vacant	
	488340001	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	488340002	RA2	Residential Agriculture 2 Dv	9.40	19	Vacant	
	488340009	RA2	Residential Agriculture 2 Dv	9.40	19	Vacant	
	488340010	RA2	Residential Agriculture 2 Dv	9.40	19	Vacant	
	488340011	RA2	Residential Agriculture 2 Dv	8.98	18	Vacant	
	478090036	L	Suburban Residential	3.97	20	Vacant	SP,FLOOD
	478100009	L	Suburban Residential	8.98	45	Vacant	SP
	478100010	L	Suburban Residential	8.98	45	Vacant	SP,FLOOD
	478120005	L	Suburban Residential	2.07	10	Vacant	SP
	478120006	L	Suburban Residential	2.27	11	Vacant	SP
	478120019	L	Suburban Residential	2.27	11	Vacant	SP
	478120020	L	Suburban Residential	2.00	10	Vacant	SP
	478240011	L	Suburban Residential	8.98	45	Vacant	SP
	478240012	L	Suburban Residential	8.98	45	Vacant	SP
	478320026	L	Suburban Residential	0.34	2	Vacant	SP
	486300008	LM	Suburban Residential	289.19	1	Vacant	SP
	486310031	LM	Suburban Residential	156.01	1,754	Vacant	SP,FLOOD
	474500017	R1	Suburban Residential	15.16	15	Vacant	SP
	259240004	R3	Suburban Residential	2.39	7	Vacant	
	259260027	R3	Suburban Residential	2.46	7	Vacant	
	259260029	R3	Suburban Residential	4.80	14	Vacant	
	259260030	R3	Suburban Residential	6.65	20	Vacant	
	259260036	R3	Suburban Residential	2.35	7	Vacant	
	259260037	R3	Suburban Residential	2.11	6	Vacant	
	259260038	R3	Suburban Residential	2.30	7	Vacant	
	259260040	R3	Suburban Residential	2.47	7	Vacant	
	259260041	R3	Suburban Residential	2.50	8	Vacant	
	259260042	R3	Suburban Residential	2.29	7	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	259520030	R3	Suburban Residential	0.13	1	Vacant	
	474490025	R3	Suburban Residential	43.21	130	Vacant	
	474711001	R3	Suburban Residential	0.55	2	Vacant	
	474711002	R3	Suburban Residential	0.54	2	Vacant	
	474711003	R3	Suburban Residential	0.53	2	Vacant	
	474711004	R3	Suburban Residential	0.70	2	Vacant	
	474711005	R3	Suburban Residential	0.54	2	Vacant	
	474711006	R3	Suburban Residential	0.57	2	Vacant	
	474711007	R3	Suburban Residential	0.66	2	Vacant	
	474711008	R3	Suburban Residential	0.57	2	Vacant	
	474711009	R3	Suburban Residential	0.37	1	Vacant	
	474711010	R3	Suburban Residential	0.45	1	Vacant	
	474712001	R3	Suburban Residential	0.48	1	Vacant	
	474712002	R3	Suburban Residential	0.47	1	Vacant	
	474712003	R3	Suburban Residential	0.51	2	Vacant	
	474712004	R3	Suburban Residential	0.75	2	Vacant	
	474712005	R3	Suburban Residential	0.40	1	Vacant	
	474712006	R3	Suburban Residential	0.42	1	Vacant	
	474712007	R3	Suburban Residential	0.55	2	Vacant	
	474713001	R3	Suburban Residential	0.48	1	Vacant	
	474713002	R3	Suburban Residential	0.59	2	Vacant	
	474713003	R3	Suburban Residential	0.40	1	Vacant	
	474720001	R3	Suburban Residential	0.51	2	Vacant	
	474720002	R3	Suburban Residential	0.52	2	Vacant	
	474720003	R3	Suburban Residential	0.52	2	Vacant	
	474720004	R3	Suburban Residential	0.54	2	Vacant	
	474720016	R3	Suburban Residential	0.32	1	Vacant	
	474721001	R3	Suburban Residential	0.41	1	Vacant	
	474721002	R3	Suburban Residential	0.47	1	Vacant	
	474721003	R3	Suburban Residential	0.47	1	Vacant	
	474721004	R3	Suburban Residential	0.47	1	Vacant	
	474721005	R3	Suburban Residential	0.46	1	Vacant	
	474722001	R3	Suburban Residential	0.88	3	Vacant	
	474722002	R3	Suburban Residential	0.62	2	Vacant	
	474722003	R3	Suburban Residential	0.60	2	Vacant	
	474722004	R3	Suburban Residential	0.52	2	Vacant	
	474722005	R3	Suburban Residential	0.45	1	Vacant	
	474722006	R3	Suburban Residential	0.44	1	Vacant	
	474722007	R3	Suburban Residential	0.39	1	Vacant	
	474723001	R3	Suburban Residential	0.54	2	Vacant	
	474723002	R3	Suburban Residential	0.58	2	Vacant	
	478040014	R3	Suburban Residential	0.76	2	Vacant	
	478040015	R3	Suburban Residential	2.65	8	Vacant	
	478040016	R3	Suburban Residential	1.26	4	Vacant	FLOOD
	478040017	R3	Suburban Residential	1.56	5	Vacant	FLOOD
	478040018	R3	Suburban Residential	1.47	4	Vacant	FLOOD
	478040020	R3	Suburban Residential	2.56	8	Vacant	FLOOD
	478040021	R3	Suburban Residential	1.79	5	Vacant	FLOOD
	478040024	R3	Suburban Residential	3.31	10	Vacant	
	478040025	R3	Suburban Residential	1.02	3	Vacant	
	478040027	R3	Suburban Residential	3.66	11	Vacant	
	478060005	R3	Suburban Residential	4.18	12	Vacant	
	478060006	R3	Suburban Residential	8.61	26	Vacant	
	478060008	R3	Suburban Residential	4.55	14	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478060013	R3	Suburban Residential	1.17	4	Vacant	
	478070013	R3	Suburban Residential	1.26	4	Vacant	
	478070014	R3	Suburban Residential	1.26	4	Vacant	
	478080002	R3	Suburban Residential	5.84	18	Vacant	
	478080004	R3	Suburban Residential	2.34	7	Vacant	
	478080005	R3	Suburban Residential	2.34	7	Vacant	
	478080007	R3	Suburban Residential	9.10	27	Vacant	
	478080008	R3	Suburban Residential	8.69	26	Vacant	FLOOD
	478080009	R3	Suburban Residential	0.69	2	Vacant	
	478080010	R3	Suburban Residential	0.71	2	Vacant	
	478080011	R3	Suburban Residential	0.57	2	Vacant	
	478080013	R3	Suburban Residential	8.97	27	Vacant	FLOOD
	478100002	R3	Suburban Residential	6.58	20	Vacant	FLOOD
	478100018	R3	Suburban Residential	6.39	19	Vacant	
	478100022	R3	Suburban Residential	3.76	11	Vacant	FLOOD
	478100023	R3	Suburban Residential	3.29	10	Vacant	FLOOD
	478100024	R3	Suburban Residential	1.26	4	Vacant	FLOOD
	478100025	R3	Suburban Residential	1.10	3	Vacant	
	478151036	R3	Suburban Residential	0.40	1	Vacant	
	478165002	R3	Suburban Residential	0.17	1	Vacant	
	478165021	R3	Suburban Residential	0.18	1	Vacant	
	478165022	R3	Suburban Residential	0.17	1	Vacant	
	478165023	R3	Suburban Residential	0.18	1	Vacant	
	478165024	R3	Suburban Residential	0.17	1	Vacant	
	478166015	R3	Suburban Residential	0.16	1	Vacant	
	478166028	R3	Suburban Residential	0.18	1	Vacant	
	478166030	R3	Suburban Residential	0.38	1	Vacant	
	478166031	R3	Suburban Residential	0.17	1	Vacant	
	478166032	R3	Suburban Residential	0.09	1	Vacant	
	478166033	R3	Suburban Residential	0.09	1	Vacant	
	478171010	R3	Suburban Residential	0.72	2	Vacant	
	478172003	R3	Suburban Residential	0.20	1	Vacant	
	478174027	R3	Suburban Residential	0.18	1	Vacant	
	478174035	R3	Suburban Residential	0.07	1	Vacant	
	478175002	R3	Suburban Residential	0.32	1	Vacant	
	478175004	R3	Suburban Residential	0.08	1	Vacant	
	478182002	R3	Suburban Residential	0.18	1	Vacant	
	478182011	R3	Suburban Residential	0.08	1	Vacant	
	478182058	R3	Suburban Residential	0.18	1	Vacant	
	478182060	R3	Suburban Residential	0.14	1	Vacant	
	478192050	R3	Suburban Residential	0.19	1	Vacant	
	478202053	R3	Suburban Residential	0.57	2	Vacant	
	478250001	R3	Suburban Residential	18.83	56	Vacant	FLOOD
	478280023	R3	Suburban Residential	0.23	1	Vacant	
	478280024	R3	Suburban Residential	0.23	1	Vacant	
	478280025	R3	Suburban Residential	0.23	1	Vacant	
	478280026	R3	Suburban Residential	0.23	1	Vacant	
	478280027	R3	Suburban Residential	0.23	1	Vacant	
	478280028	R3	Suburban Residential	0.23	1	Vacant	
	478280029	R3	Suburban Residential	0.24	1	Vacant	
	478280030	R3	Suburban Residential	0.23	1	Vacant	
	478280031	R3	Suburban Residential	0.28	1	Vacant	
	478280032	R3	Suburban Residential	0.24	1	Vacant	
	478280033	R3	Suburban Residential	0.26	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478280034	R3	Suburban Residential	0.23	1	Vacant	
	478280035	R3	Suburban Residential	0.25	1	Vacant	
	478280036	R3	Suburban Residential	0.25	1	Vacant	
	478280037	R3	Suburban Residential	0.23	1	Vacant	
	478280038	R3	Suburban Residential	0.26	1	Vacant	
	478280039	R3	Suburban Residential	0.23	1	Vacant	
	478280040	R3	Suburban Residential	0.25	1	Vacant	
	478280041	R3	Suburban Residential	0.24	1	Vacant	
	478280042	R3	Suburban Residential	0.23	1	Vacant	
	478353001	R3	Suburban Residential	1.00	3	Vacant	FLOOD
	478360029	R3	Suburban Residential	0.24	1	Vacant	
	478362001	R3	Suburban Residential	1.30	4	Vacant	FLOOD
	486260002	R3	Suburban Residential	9.00	27	Vacant	
	486260007	R3	Suburban Residential	8.97	27	Vacant	
	486260010	R3	Suburban Residential	8.53	26	Vacant	
	486260011	R3	Suburban Residential	8.94	27	Vacant	
	488132001	R3	Suburban Residential	0.30	1	Vacant	
	488132002	R3	Suburban Residential	0.23	1	Vacant	
	488132003	R3	Suburban Residential	0.23	1	Vacant	
	488132004	R3	Suburban Residential	0.23	1	Vacant	
	488132005	R3	Suburban Residential	0.23	1	Vacant	
	488132042	R3	Suburban Residential	0.59	2	Vacant	
	488140007	R3	Suburban Residential	0.27	1	Vacant	
	488140008	R3	Suburban Residential	0.26	1	Vacant	
	488140009	R3	Suburban Residential	0.29	1	Vacant	
	488190024	R3	Suburban Residential	6.89	21	Vacant	
	488190027	R3	Suburban Residential	9.40	28	Vacant	
	488190032	R3	Suburban Residential	2.20	7	Vacant	
	488200012	R3	Suburban Residential	2.08	6	Vacant	
	488200022	R3	Suburban Residential	1.78	5	Vacant	
	488200023	R3	Suburban Residential	1.45	4	Vacant	
	488200025	R3	Suburban Residential	27.55	83	Vacant	
	488210004	R3	Suburban Residential	1.08	3	Vacant	
	488210006	R3	Suburban Residential	10.60	32	Vacant	
	488210007	R3	Suburban Residential	10.60	32	Vacant	
	488210020	R3	Suburban Residential	9.10	27	Vacant	
	488210021	R3	Suburban Residential	9.10	27	Vacant	
	488220002	R3	Suburban Residential	9.40	28	Vacant	FLOOD
	488220003	R3	Suburban Residential	9.40	28	Vacant	FLOOD
	488220004	R3	Suburban Residential	8.61	26	Vacant	FLOOD
	488220005	R3	Suburban Residential	9.10	27	Vacant	FLOOD
	488220006	R3	Suburban Residential	2.73	8	Vacant	FLOOD
	488220007	R3	Suburban Residential	3.09	9	Vacant	
	488220011	R3	Suburban Residential	0.80	2	Vacant	
	488220012	R3	Suburban Residential	1.04	3	Vacant	
	260440019	R4	Suburban Residential	0.28	1	Vacant	SP
	256150025	R5	Suburban Residential	0.43	2	Vacant	
	256150026	R5	Suburban Residential	0.39	2	Vacant	
	256150031	R5	Suburban Residential	0.46	2	Vacant	
	256150034	R5	Suburban Residential	0.50	2	Vacant	
	256150035	R5	Suburban Residential	0.43	2	Vacant	
	256181010	R5	Suburban Residential	0.58	3	Vacant	
	256181020	R5	Suburban Residential	0.69	3	Vacant	
	256182048	R5	Suburban Residential	1.40	7	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	256191001	R5	Suburban Residential	0.26	1	Vacant	
	256191055	R5	Suburban Residential	0.32	2	Vacant	
	256191056	R5	Suburban Residential	0.96	5	Vacant	
	256191061	R5	Suburban Residential	0.44	2	Vacant	
	256222007	R5	Suburban Residential	0.31	2	Vacant	
	256222009	R5	Suburban Residential	0.13	1	Vacant	
	256222010	R5	Suburban Residential	0.15	1	Vacant	
	256222011	R5	Suburban Residential	0.27	1	Vacant	
	256222012	R5	Suburban Residential	0.33	2	Vacant	
	256244006	R5	Suburban Residential	0.23	1	Vacant	
	256244008	R5	Suburban Residential	0.14	1	Vacant	
	260040002	R5	Suburban Residential	4.67	23	Vacant	
	260040005	R5	Suburban Residential	9.67	48	Vacant	
	260040006	R5	Suburban Residential	9.67	48	Vacant	
	260040007	R5	Suburban Residential	9.67	48	Vacant	
	260040008	R5	Suburban Residential	9.67	48	Vacant	
	260040039	R5	Suburban Residential	1.05	5	Vacant	
	260040040	R5	Suburban Residential	4.31	22	Vacant	
	264361033	R5	Suburban Residential	0.15	1	Vacant	
	292193003	R5	Suburban Residential	0.23	1	Vacant	
	292202047	R5	Suburban Residential	0.22	1	Vacant	
	316020020	R5	Suburban Residential	1.22	6	Vacant	
	316020021	R5	Suburban Residential	1.22	6	Vacant	
	316020022	R5	Suburban Residential	0.91	4	Vacant	
	316020023	R5	Suburban Residential	0.91	4	Vacant	
	316020024	R5	Suburban Residential	4.69	24	Vacant	
	316020025	R5	Suburban Residential	4.80	24	Vacant	
	316020026	R5	Suburban Residential	4.37	22	Vacant	
	316030003	R5	Suburban Residential	1.16	6	Vacant	
	316030018	R5	Suburban Residential	2.48	12	Vacant	
	316030019	R5	Suburban Residential	2.48	12	Vacant	
	316030021	R5	Suburban Residential	1.38	7	Vacant	
	316100021	R5	Suburban Residential	3.53	18	Vacant	
	316100022	R5	Suburban Residential	3.53	18	Vacant	
	316100024	R5	Suburban Residential	6.73	34	Vacant	
	316100026	R5	Suburban Residential	3.06	15	Vacant	
	316110003	R5	Suburban Residential	2.37	12	Vacant	
	316110005	R5	Suburban Residential	4.19	21	Vacant	
	316110006	R5	Suburban Residential	3.81	19	Vacant	
	316110007	R5	Suburban Residential	1.85	9	Vacant	
	316110017	R5	Suburban Residential	4.83	24	Vacant	
	316110018	R5	Suburban Residential	4.85	24	Vacant	
	316160003	R5	Suburban Residential	0.62	3	Vacant	
	316160008	R5	Suburban Residential	7.25	36	Vacant	
	316160012	R5	Suburban Residential	0.17	1	Vacant	
	316160013	R5	Suburban Residential	0.04	1	Vacant	
	422070014	R5	Suburban Residential	10.09	50	Vacant	
	422070034	R5	Suburban Residential	2.24	11	Vacant	
	422070036	R5	Suburban Residential	2.45	12	Vacant	
	474100025	R5	Suburban Residential	27.68	138	Vacant	
	474110004	R5	Suburban Residential	28.05	140	Vacant	
	474110014	R5	Suburban Residential	4.17	21	Vacant	
	474110017	R5	Suburban Residential	0.01	1	Vacant	
	474120008	R5	Suburban Residential	0.57	3	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	474120010	R5	Suburban Residential	0.61	3	Vacant	
	474120011	R5	Suburban Residential	0.63	3	Vacant	
	474120045	R5	Suburban Residential	0.71	4	Vacant	
	474120046	R5	Suburban Residential	0.37	2	Vacant	
	474120047	R5	Suburban Residential	0.26	1	Vacant	
	474200014	R5	Suburban Residential	10.00	50	Vacant	
	474383001	R5	Suburban Residential	0.04	1	Vacant	
	474383002	R5	Suburban Residential	0.75	4	Vacant	
	474730001	R5	Suburban Residential	0.19	1	Vacant	
	474730002	R5	Suburban Residential	0.18	1	Vacant	
	474730003	R5	Suburban Residential	0.26	1	Vacant	
	474730004	R5	Suburban Residential	0.19	1	Vacant	
	474730008	R5	Suburban Residential	0.20	1	Vacant	
	474730009	R5	Suburban Residential	0.22	1	Vacant	
	474730010	R5	Suburban Residential	0.17	1	Vacant	
	474730011	R5	Suburban Residential	0.18	1	Vacant	
	474731002	R5	Suburban Residential	0.19	1	Vacant	
	474731003	R5	Suburban Residential	0.19	1	Vacant	
	474731004	R5	Suburban Residential	0.20	1	Vacant	
	474731005	R5	Suburban Residential	0.20	1	Vacant	
	474731006	R5	Suburban Residential	0.21	1	Vacant	
	474731007	R5	Suburban Residential	0.21	1	Vacant	
	474731008	R5	Suburban Residential	0.21	1	Vacant	
	474731010	R5	Suburban Residential	0.20	1	Vacant	
	474731014	R5	Suburban Residential	0.21	1	Vacant	
	474731015	R5	Suburban Residential	0.21	1	Vacant	
	474731016	R5	Suburban Residential	0.34	2	Vacant	
	474731017	R5	Suburban Residential	0.28	1	Vacant	
	474731018	R5	Suburban Residential	0.19	1	Vacant	
	474731019	R5	Suburban Residential	0.20	1	Vacant	
	474731020	R5	Suburban Residential	0.29	2	Vacant	
	474731021	R5	Suburban Residential	0.21	1	Vacant	
	474731022	R5	Suburban Residential	0.19	1	Vacant	
	474731023	R5	Suburban Residential	0.18	1	Vacant	
	474731024	R5	Suburban Residential	0.17	1	Vacant	
	474733007	R5	Suburban Residential	0.18	1	Vacant	
	474733008	R5	Suburban Residential	0.18	1	Vacant	
	474733009	R5	Suburban Residential	0.18	1	Vacant	
	474733010	R5	Suburban Residential	0.18	1	Vacant	
	474733011	R5	Suburban Residential	0.23	1	Vacant	
	474733012	R5	Suburban Residential	0.29	2	Vacant	
	475050002	R5	Suburban Residential	4.54	23	Vacant	
	475060001	R5	Suburban Residential	9.14	46	Vacant	
	475060011	R5	Suburban Residential	1.69	8	Vacant	
	475060014	R5	Suburban Residential	0.11	1	Vacant	
	475090003	R5	Suburban Residential	1.00	5	Vacant	
	475100004	R5	Suburban Residential	0.02	1	Vacant	
	475100005	R5	Suburban Residential	0.03	1	Vacant	
	475100006	R5	Suburban Residential	0.01	1	Vacant	
	475100018	R5	Suburban Residential	0.03	1	Vacant	
	475100019	R5	Suburban Residential	0.16	1	Vacant	
	475111036	R5	Suburban Residential	0.38	2	Vacant	
	475141039	R5	Suburban Residential	0.41	2	Vacant	
	475150003	R5	Suburban Residential	4.82	24	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	475160056	R5	Suburban Residential	0.19	1	Vacant	
	475160065	R5	Suburban Residential	1.48	7	Vacant	
	475160066	R5	Suburban Residential	0.12	1	Vacant	
	475210006	R5	Suburban Residential	0.59	3	Vacant	
	475210047	R5	Suburban Residential	0.38	2	Vacant	
	475220060	R5	Suburban Residential	0.68	3	Vacant	
	475220061	R5	Suburban Residential	0.73	4	Vacant	
	475220062	R5	Suburban Residential	0.88	4	Vacant	
	475220063	R5	Suburban Residential	0.82	4	Vacant	
	475232017	R5	Suburban Residential	0.21	1	Vacant	
	475250075	R5	Suburban Residential	0.26	1	Vacant	
	475250076	R5	Suburban Residential	0.26	1	Vacant	
	475272008	R5	Suburban Residential	0.16	1	Vacant	
	475280005	R5	Suburban Residential	0.03	1	Vacant	
	475280073	R5	Suburban Residential	0.23	1	Vacant	
	475280078	R5	Suburban Residential	0.16	1	Vacant	
	475280079	R5	Suburban Residential	0.16	1	Vacant	
	475280080	R5	Suburban Residential	0.16	1	Vacant	
	475280081	R5	Suburban Residential	0.16	1	Vacant	
	475280082	R5	Suburban Residential	0.16	1	Vacant	
	475280083	R5	Suburban Residential	0.16	1	Vacant	
	475280084	R5	Suburban Residential	0.16	1	Vacant	
	475280085	R5	Suburban Residential	0.16	1	Vacant	
	475351019	R5	Suburban Residential	0.96	5	Vacant	
	475360001	R5	Suburban Residential	0.22	1	Vacant	
	475360002	R5	Suburban Residential	0.21	1	Vacant	
	475360003	R5	Suburban Residential	0.21	1	Vacant	
	475360004	R5	Suburban Residential	0.21	1	Vacant	
	475360005	R5	Suburban Residential	0.21	1	Vacant	
	475360006	R5	Suburban Residential	0.21	1	Vacant	
	475360007	R5	Suburban Residential	0.21	1	Vacant	
	475360008	R5	Suburban Residential	0.21	1	Vacant	
	475360009	R5	Suburban Residential	0.21	1	Vacant	
	475361009	R5	Suburban Residential	0.22	1	Vacant	
	475361010	R5	Suburban Residential	0.22	1	Vacant	
	475361011	R5	Suburban Residential	0.22	1	Vacant	
	475361012	R5	Suburban Residential	0.22	1	Vacant	
	475361013	R5	Suburban Residential	0.22	1	Vacant	
	475361014	R5	Suburban Residential	0.22	1	Vacant	
	478090011	R5	Suburban Residential	8.04	40	Vacant	
	478090012	R5	Suburban Residential	2.44	12	Vacant	
	478090015	R5	Suburban Residential	1.86	9	Vacant	
	478090019	R5	Suburban Residential	2.18	11	Vacant	
	478090022	R5	Suburban Residential	1.09	6	Vacant	
	478090030	R5	Suburban Residential	0.81	4	Vacant	
	478090031	R5	Suburban Residential	1.14	6	Vacant	
	478220002	R5	Suburban Residential	9.39	47	Vacant	
	478220003	R5	Suburban Residential	8.98	45	Vacant	
	478220012	R5	Suburban Residential	8.98	45	Vacant	
	478220013	R5	Suburban Residential	9.39	47	Vacant	
	479132049	R5	Suburban Residential	0.21	1	Vacant	RDA
	479150062	R5	Suburban Residential	0.97	5	Vacant	
	479170002	R5	Suburban Residential	0.20	1	Vacant	
	479170033	R5	Suburban Residential	0.69	3	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	479391054	R5	Suburban Residential	0.03	1	Vacant	RDA
	479391060	R5	Suburban Residential	0.01	1	Vacant	RDA
	479391062	R5	Suburban Residential	0.05	1	Vacant	RDA
	479670001	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670002	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670003	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670004	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670005	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670006	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670007	R5	Suburban Residential	0.18	1	Vacant	RDA
	479670008	R5	Suburban Residential	0.18	1	Vacant	RDA
	479670009	R5	Suburban Residential	0.17	1	Vacant	RDA
	479670010	R5	Suburban Residential	0.18	1	Vacant	RDA
	479670031	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670032	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670033	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670034	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670035	R5	Suburban Residential	0.21	1	Vacant	RDA
	479670036	R5	Suburban Residential	0.22	1	Vacant	RDA
	479670037	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670038	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670039	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670040	R5	Suburban Residential	0.20	1	Vacant	RDA
	479671001	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671002	R5	Suburban Residential	0.18	1	Vacant	RDA
	479671003	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671004	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671005	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671006	R5	Suburban Residential	0.18	1	Vacant	RDA
	479671020	R5	Suburban Residential	0.18	1	Vacant	RDA
	479671021	R5	Suburban Residential	0.24	1	Vacant	RDA
	481342020	R5	Suburban Residential	0.12	1	Vacant	
	481342021	R5	Suburban Residential	0.48	2	Vacant	
	481342022	R5	Suburban Residential	0.51	2	Vacant	
	482121001	R5	Suburban Residential	4.34	22	Vacant	RDA
	482152042	R5	Suburban Residential	0.01	1	Vacant	RDA
	482161021	R5	Suburban Residential	4.06	20	Vacant	RDA
	482161022	R5	Suburban Residential	1.15	6	Vacant	RDA
	482161023	R5	Suburban Residential	1.11	6	Vacant	RDA
	482161024	R5	Suburban Residential	2.30	12	Vacant	RDA
	482170009	R5	Suburban Residential	0.77	4	Vacant	
	482170011	R5	Suburban Residential	0.39	2	Vacant	
	482170014	R5	Suburban Residential	0.02	1	Vacant	
	482170016	R5	Suburban Residential	0.02	1	Vacant	
	482170049	R5	Suburban Residential	0.39	2	Vacant	
	482170050	R5	Suburban Residential	0.06	1	Vacant	
	482170051	R5	Suburban Residential	0.03	1	Vacant	
	484201027	R5	Suburban Residential	0.17	1	Vacant	
	484201028	R5	Suburban Residential	0.17	1	Vacant	
	484201029	R5	Suburban Residential	0.17	1	Vacant	
	484201030	R5	Suburban Residential	0.17	1	Vacant	
	484201031	R5	Suburban Residential	0.17	1	Vacant	
	484201032	R5	Suburban Residential	0.18	1	Vacant	
	484201033	R5	Suburban Residential	0.19	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	484201034	R5	Suburban Residential	0.17	1	Vacant	
	484201035	R5	Suburban Residential	0.17	1	Vacant	
	484201036	R5	Suburban Residential	0.17	1	Vacant	
	484201037	R5	Suburban Residential	0.17	1	Vacant	
	484201038	R5	Suburban Residential	0.26	1	Vacant	
	484201039	R5	Suburban Residential	0.27	1	Vacant	
	484201040	R5	Suburban Residential	0.24	1	Vacant	
	484201041	R5	Suburban Residential	0.17	1	Vacant	
	484201042	R5	Suburban Residential	0.17	1	Vacant	
	484201043	R5	Suburban Residential	0.21	1	Vacant	
	484201044	R5	Suburban Residential	0.19	1	Vacant	
	484201045	R5	Suburban Residential	0.17	1	Vacant	
	484201046	R5	Suburban Residential	0.17	1	Vacant	
	484201047	R5	Suburban Residential	0.23	1	Vacant	
	484201048	R5	Suburban Residential	0.27	1	Vacant	
	484201049	R5	Suburban Residential	0.26	1	Vacant	
	484201050	R5	Suburban Residential	0.17	1	Vacant	
	484201051	R5	Suburban Residential	0.17	1	Vacant	
	484201052	R5	Suburban Residential	0.17	1	Vacant	
	484201053	R5	Suburban Residential	0.17	1	Vacant	
	484201054	R5	Suburban Residential	0.18	1	Vacant	
	484203001	R5	Suburban Residential	0.20	1	Vacant	
	484203002	R5	Suburban Residential	0.19	1	Vacant	
	484203003	R5	Suburban Residential	0.19	1	Vacant	
	484203004	R5	Suburban Residential	0.17	1	Vacant	
	484203005	R5	Suburban Residential	0.17	1	Vacant	
	484203006	R5	Suburban Residential	0.17	1	Vacant	
	484203007	R5	Suburban Residential	0.17	1	Vacant	
	484203008	R5	Suburban Residential	0.19	1	Vacant	
	484203009	R5	Suburban Residential	0.25	1	Vacant	
	485020005	R5	Suburban Residential	8.04	40	Vacant	FLOOD,RDA
	485032001	R5	Suburban Residential	0.16	1	Vacant	RDA
	485032013	R5	Suburban Residential	0.17	1	Vacant	RDA
	485111001	R5	Suburban Residential	0.17	1	Vacant	
	485111002	R5	Suburban Residential	0.17	1	Vacant	
	485111003	R5	Suburban Residential	0.17	1	Vacant	
	485111004	R5	Suburban Residential	0.17	1	Vacant	
	485111005	R5	Suburban Residential	0.17	1	Vacant	
	485111006	R5	Suburban Residential	0.17	1	Vacant	
	485111007	R5	Suburban Residential	0.15	1	Vacant	
	485111008	R5	Suburban Residential	0.19	1	Vacant	
	485111009	R5	Suburban Residential	0.23	1	Vacant	
	485111010	R5	Suburban Residential	0.21	1	Vacant	
	485111011	R5	Suburban Residential	0.20	1	Vacant	
	485111012	R5	Suburban Residential	0.16	1	Vacant	
	485111013	R5	Suburban Residential	0.17	1	Vacant	
	485111014	R5	Suburban Residential	0.17	1	Vacant	
	485111015	R5	Suburban Residential	0.17	1	Vacant	
	485111016	R5	Suburban Residential	0.17	1	Vacant	
	485111017	R5	Suburban Residential	0.17	1	Vacant	
	485111018	R5	Suburban Residential	0.19	1	Vacant	
	485112001	R5	Suburban Residential	0.19	1	Vacant	
	485112002	R5	Suburban Residential	0.17	1	Vacant	
	485112003	R5	Suburban Residential	0.17	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	485112004	R5	Suburban Residential	0.17	1	Vacant	
	485112005	R5	Suburban Residential	0.17	1	Vacant	
	485112006	R5	Suburban Residential	0.21	1	Vacant	
	485112007	R5	Suburban Residential	0.20	1	Vacant	
	485112008	R5	Suburban Residential	0.20	1	Vacant	
	485112022	R5	Suburban Residential	0.20	1	Vacant	
	485112023	R5	Suburban Residential	0.19	1	Vacant	
	485113003	R5	Suburban Residential	0.18	1	Vacant	
	485113004	R5	Suburban Residential	0.21	1	Vacant	
	485113005	R5	Suburban Residential	0.20	1	Vacant	
	485113006	R5	Suburban Residential	0.18	1	Vacant	
	485113007	R5	Suburban Residential	0.18	1	Vacant	
	485113008	R5	Suburban Residential	0.17	1	Vacant	
	485113009	R5	Suburban Residential	0.17	1	Vacant	
	485113010	R5	Suburban Residential	0.17	1	Vacant	
	485113011	R5	Suburban Residential	0.17	1	Vacant	
	485113012	R5	Suburban Residential	0.17	1	Vacant	
	485113013	R5	Suburban Residential	0.17	1	Vacant	
	485113014	R5	Suburban Residential	0.17	1	Vacant	
	485113015	R5	Suburban Residential	0.17	1	Vacant	
	485113016	R5	Suburban Residential	0.18	1	Vacant	
	485113017	R5	Suburban Residential	0.23	1	Vacant	
	485113018	R5	Suburban Residential	0.21	1	Vacant	
	485113019	R5	Suburban Residential	0.17	1	Vacant	
	485113020	R5	Suburban Residential	0.17	1	Vacant	
	485113021	R5	Suburban Residential	0.17	1	Vacant	
	485113022	R5	Suburban Residential	0.17	1	Vacant	
	485113023	R5	Suburban Residential	0.17	1	Vacant	
	485113024	R5	Suburban Residential	0.17	1	Vacant	
	485113025	R5	Suburban Residential	0.17	1	Vacant	
	485113026	R5	Suburban Residential	0.17	1	Vacant	
	485113027	R5	Suburban Residential	0.17	1	Vacant	
	485113028	R5	Suburban Residential	0.17	1	Vacant	
	485113029	R5	Suburban Residential	0.18	1	Vacant	
	485113033	R5	Suburban Residential	0.17	1	Vacant	
	485114001	R5	Suburban Residential	0.19	1	Vacant	
	485114002	R5	Suburban Residential	0.17	1	Vacant	
	485114003	R5	Suburban Residential	0.17	1	Vacant	
	485114004	R5	Suburban Residential	0.17	1	Vacant	
	485114005	R5	Suburban Residential	0.17	1	Vacant	
	485114006	R5	Suburban Residential	0.17	1	Vacant	
	485114007	R5	Suburban Residential	0.17	1	Vacant	
	485114008	R5	Suburban Residential	0.17	1	Vacant	
	485114009	R5	Suburban Residential	0.17	1	Vacant	
	485114010	R5	Suburban Residential	0.17	1	Vacant	
	485114011	R5	Suburban Residential	0.19	1	Vacant	
	485114012	R5	Suburban Residential	0.19	1	Vacant	
	485114013	R5	Suburban Residential	0.17	1	Vacant	
	485114014	R5	Suburban Residential	0.17	1	Vacant	
	485114015	R5	Suburban Residential	0.17	1	Vacant	
	485114016	R5	Suburban Residential	0.17	1	Vacant	
	485114017	R5	Suburban Residential	0.17	1	Vacant	
	485114018	R5	Suburban Residential	0.17	1	Vacant	
	485114019	R5	Suburban Residential	0.17	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	485114020	R5	Suburban Residential	0.17	1	Vacant	
	485114021	R5	Suburban Residential	0.17	1	Vacant	
	485114022	R5	Suburban Residential	0.17	1	Vacant	
	485121001	R5	Suburban Residential	0.18	1	Vacant	
	485121002	R5	Suburban Residential	0.18	1	Vacant	
	485121003	R5	Suburban Residential	0.17	1	Vacant	
	485121004	R5	Suburban Residential	0.17	1	Vacant	
	485121005	R5	Suburban Residential	0.17	1	Vacant	
	485121006	R5	Suburban Residential	0.17	1	Vacant	
	485121007	R5	Suburban Residential	0.17	1	Vacant	
	485121008	R5	Suburban Residential	0.17	1	Vacant	
	485121009	R5	Suburban Residential	0.17	1	Vacant	
	485121010	R5	Suburban Residential	0.19	1	Vacant	
	485121014	R5	Suburban Residential	0.17	1	Vacant	
	485121015	R5	Suburban Residential	0.17	1	Vacant	
	485121016	R5	Suburban Residential	0.16	1	Vacant	
	485121017	R5	Suburban Residential	0.18	1	Vacant	
	485121018	R5	Suburban Residential	0.19	1	Vacant	
	485121019	R5	Suburban Residential	0.23	1	Vacant	
	485121020	R5	Suburban Residential	0.20	1	Vacant	
	485121021	R5	Suburban Residential	0.21	1	Vacant	
	485121024	R5	Suburban Residential	0.07	1	Vacant	
	485121025	R5	Suburban Residential	0.18	1	Vacant	
	485122001	R5	Suburban Residential	0.17	1	Vacant	
	485122002	R5	Suburban Residential	0.17	1	Vacant	
	485122003	R5	Suburban Residential	0.17	1	Vacant	
	485122004	R5	Suburban Residential	0.17	1	Vacant	
	485122005	R5	Suburban Residential	0.17	1	Vacant	
	485122006	R5	Suburban Residential	0.21	1	Vacant	
	485122007	R5	Suburban Residential	0.19	1	Vacant	
	485122008	R5	Suburban Residential	0.23	1	Vacant	
	485122009	R5	Suburban Residential	0.26	1	Vacant	
	485122010	R5	Suburban Residential	0.17	1	Vacant	
	485122011	R5	Suburban Residential	0.17	1	Vacant	
	485122012	R5	Suburban Residential	0.19	1	Vacant	
	485123001	R5	Suburban Residential	0.18	1	Vacant	
	485123002	R5	Suburban Residential	0.19	1	Vacant	
	485123003	R5	Suburban Residential	0.19	1	Vacant	
	485123004	R5	Suburban Residential	0.30	2	Vacant	
	485123005	R5	Suburban Residential	0.30	2	Vacant	
	485123006	R5	Suburban Residential	0.18	1	Vacant	
	485123007	R5	Suburban Residential	0.18	1	Vacant	
	485123008	R5	Suburban Residential	0.17	1	Vacant	
	485123009	R5	Suburban Residential	0.17	1	Vacant	
	485123010	R5	Suburban Residential	0.17	1	Vacant	
	485123011	R5	Suburban Residential	0.17	1	Vacant	
	485123012	R5	Suburban Residential	0.17	1	Vacant	
	485123013	R5	Suburban Residential	0.17	1	Vacant	
	485123014	R5	Suburban Residential	0.17	1	Vacant	
	485123015	R5	Suburban Residential	0.20	1	Vacant	
	485123016	R5	Suburban Residential	0.19	1	Vacant	
	485123017	R5	Suburban Residential	0.17	1	Vacant	
	485123018	R5	Suburban Residential	0.17	1	Vacant	
	485123019	R5	Suburban Residential	0.17	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	485123020	R5	Suburban Residential	0.17	1	Vacant	
	485123021	R5	Suburban Residential	0.17	1	Vacant	
	485123022	R5	Suburban Residential	0.17	1	Vacant	
	485123023	R5	Suburban Residential	0.17	1	Vacant	
	485123024	R5	Suburban Residential	0.18	1	Vacant	
	485123025	R5	Suburban Residential	0.18	1	Vacant	
	485123026	R5	Suburban Residential	0.18	1	Vacant	
	485123027	R5	Suburban Residential	0.17	1	Vacant	
	485123028	R5	Suburban Residential	0.17	1	Vacant	
	485123029	R5	Suburban Residential	0.17	1	Vacant	
	485123030	R5	Suburban Residential	0.17	1	Vacant	
	485123031	R5	Suburban Residential	0.19	1	Vacant	
	485220023	R5	Suburban Residential	18.06	90	Vacant	
	485220024	R5	Suburban Residential	17.77	89	Vacant	
	485220032	R5	Suburban Residential	19.12	96	Vacant	
	486240002	R5	Suburban Residential	9.00	45	Vacant	FLOOD
	486240011	R5	Suburban Residential	18.78	94	Vacant	FLOOD
	486250007	R5	Suburban Residential	9.39	47	Vacant	
	486260008	R5	Suburban Residential	9.39	47	Vacant	
	486260009	R5	Suburban Residential	8.97	45	Vacant	FLOOD
	486310014	R5	Suburban Residential	8.96	45	Vacant	FLOOD
	486522012	R5	Suburban Residential	0.76	4	Vacant	
	486522013	R5	Suburban Residential	4.58	23	Vacant	FLOOD
	486540001	R5	Suburban Residential	0.17	1	Vacant	FLOOD
	486540002	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540003	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540004	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540005	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540006	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540007	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540008	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540009	R5	Suburban Residential	0.18	1	Vacant	FLOOD
	486540010	R5	Suburban Residential	0.46	2	Vacant	FLOOD
	486542010	R5	Suburban Residential	0.17	1	Vacant	
	486542011	R5	Suburban Residential	0.18	1	Vacant	
	486542012	R5	Suburban Residential	0.18	1	Vacant	
	486550001	R5	Suburban Residential	0.20	1	Vacant	FLOOD
	486550002	R5	Suburban Residential	0.22	1	Vacant	FLOOD
	486550003	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486550004	R5	Suburban Residential	0.17	1	Vacant	
	486550005	R5	Suburban Residential	0.18	1	Vacant	
	486550006	R5	Suburban Residential	0.18	1	Vacant	
	486550007	R5	Suburban Residential	0.18	1	Vacant	
	486550008	R5	Suburban Residential	0.19	1	Vacant	
	486550009	R5	Suburban Residential	0.75	4	Vacant	FLOOD
	486550010	R5	Suburban Residential	0.44	2	Vacant	FLOOD
	487042010	R5	Suburban Residential	0.01	1	Vacant	
	487053001	R5	Suburban Residential	0.03	1	Vacant	
	487060001	R5	Suburban Residential	0.18	1	Vacant	
	487060002	R5	Suburban Residential	6.42	32	Vacant	
	487091002	R5	Suburban Residential	0.17	1	Vacant	
	487092001	R5	Suburban Residential	0.02	1	Vacant	
	487103031	R5	Suburban Residential	0.06	1	Vacant	
	487103032	R5	Suburban Residential	0.07	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	487192001	R5	Suburban Residential	0.18	1	Vacant	
	487230008	R5	Suburban Residential	0.20	1	Vacant	
	487230009	R5	Suburban Residential	0.23	1	Vacant	
	487230015	R5	Suburban Residential	0.20	1	Vacant	
	487230016	R5	Suburban Residential	0.19	1	Vacant	
	487250001	R5	Suburban Residential	6.70	34	Vacant	RDA
	487250002	R5	Suburban Residential	2.69	13	Vacant	RDA
	487250003	R5	Suburban Residential	18.66	93	Vacant	RDA
	487260002	R5	Suburban Residential	2.44	12	Vacant	
	487260003	R5	Suburban Residential	2.44	12	Vacant	
	487320001	R5	Suburban Residential	0.21	1	Vacant	
	487320002	R5	Suburban Residential	0.20	1	Vacant	
	487320003	R5	Suburban Residential	0.20	1	Vacant	
	487320004	R5	Suburban Residential	0.20	1	Vacant	
	487320005	R5	Suburban Residential	0.21	1	Vacant	
	487320006	R5	Suburban Residential	0.25	1	Vacant	
	487320007	R5	Suburban Residential	0.27	1	Vacant	
	487320008	R5	Suburban Residential	0.18	1	Vacant	
	487320009	R5	Suburban Residential	0.21	1	Vacant	
	487320010	R5	Suburban Residential	0.26	1	Vacant	
	487320011	R5	Suburban Residential	0.27	1	Vacant	
	487320012	R5	Suburban Residential	0.21	1	Vacant	
	487320013	R5	Suburban Residential	0.23	1	Vacant	
	487320014	R5	Suburban Residential	0.93	5	Vacant	
	487321001	R5	Suburban Residential	0.22	1	Vacant	
	487321002	R5	Suburban Residential	0.18	1	Vacant	
	487321003	R5	Suburban Residential	0.23	1	Vacant	
	487321004	R5	Suburban Residential	0.25	1	Vacant	
	487321005	R5	Suburban Residential	0.19	1	Vacant	
	487321006	R5	Suburban Residential	0.17	1	Vacant	
	487321007	R5	Suburban Residential	0.20	1	Vacant	
	487321008	R5	Suburban Residential	0.22	1	Vacant	
	487321009	R5	Suburban Residential	0.23	1	Vacant	
	487321010	R5	Suburban Residential	0.22	1	Vacant	
	487321011	R5	Suburban Residential	0.20	1	Vacant	
	487321012	R5	Suburban Residential	0.19	1	Vacant	
	487321013	R5	Suburban Residential	0.18	1	Vacant	
	487321014	R5	Suburban Residential	0.17	1	Vacant	
	487321015	R5	Suburban Residential	0.17	1	Vacant	
	487321016	R5	Suburban Residential	0.17	1	Vacant	
	487321017	R5	Suburban Residential	0.18	1	Vacant	
	487321018	R5	Suburban Residential	0.19	1	Vacant	
	487321019	R5	Suburban Residential	0.17	1	Vacant	
	487321020	R5	Suburban Residential	0.17	1	Vacant	
	487321021	R5	Suburban Residential	0.17	1	Vacant	
	487321022	R5	Suburban Residential	0.18	1	Vacant	
	487321023	R5	Suburban Residential	0.19	1	Vacant	
	487321024	R5	Suburban Residential	0.20	1	Vacant	
	487321025	R5	Suburban Residential	0.21	1	Vacant	
	487321026	R5	Suburban Residential	0.19	1	Vacant	
	487321027	R5	Suburban Residential	0.23	1	Vacant	
	487321028	R5	Suburban Residential	0.19	1	Vacant	
	487321029	R5	Suburban Residential	0.29	2	Vacant	
	487321030	R5	Suburban Residential	0.23	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	487321031	R5	Suburban Residential	0.24	1	Vacant	
	487321032	R5	Suburban Residential	0.29	2	Vacant	
	487330001	R5	Suburban Residential	0.21	1	Vacant	
	487330002	R5	Suburban Residential	0.19	1	Vacant	
	487330003	R5	Suburban Residential	0.21	1	Vacant	
	487330004	R5	Suburban Residential	0.17	1	Vacant	
	487332013	R5	Suburban Residential	0.22	1	Vacant	
	487332014	R5	Suburban Residential	0.22	1	Vacant	
	487332015	R5	Suburban Residential	0.22	1	Vacant	
	487332016	R5	Suburban Residential	0.22	1	Vacant	
	487332017	R5	Suburban Residential	0.22	1	Vacant	
	487333001	R5	Suburban Residential	0.18	1	Vacant	
	487333002	R5	Suburban Residential	0.18	1	Vacant	
	487333003	R5	Suburban Residential	0.18	1	Vacant	
	487333004	R5	Suburban Residential	0.18	1	Vacant	
	487333005	R5	Suburban Residential	0.18	1	Vacant	
	487333009	R5	Suburban Residential	0.21	1	Vacant	
	487333010	R5	Suburban Residential	0.20	1	Vacant	
	487333011	R5	Suburban Residential	0.23	1	Vacant	
	487333012	R5	Suburban Residential	0.22	1	Vacant	
	487340001	R5	Suburban Residential	0.21	1	Vacant	
	487340002	R5	Suburban Residential	0.21	1	Vacant	
	487340003	R5	Suburban Residential	0.19	1	Vacant	
	487340004	R5	Suburban Residential	0.26	1	Vacant	
	487340005	R5	Suburban Residential	0.32	2	Vacant	
	487340006	R5	Suburban Residential	0.25	1	Vacant	
	487340007	R5	Suburban Residential	0.19	1	Vacant	
	487340008	R5	Suburban Residential	0.19	1	Vacant	
	487340009	R5	Suburban Residential	0.19	1	Vacant	
	487340010	R5	Suburban Residential	0.19	1	Vacant	
	487340011	R5	Suburban Residential	0.19	1	Vacant	
	487340012	R5	Suburban Residential	0.19	1	Vacant	
	487340013	R5	Suburban Residential	0.19	1	Vacant	
	487340014	R5	Suburban Residential	0.18	1	Vacant	
	487340015	R5	Suburban Residential	0.18	1	Vacant	
	487340016	R5	Suburban Residential	0.18	1	Vacant	
	487340017	R5	Suburban Residential	0.18	1	Vacant	
	487340018	R5	Suburban Residential	0.18	1	Vacant	
	487340020	R5	Suburban Residential	0.19	1	Vacant	
	487341001	R5	Suburban Residential	0.23	1	Vacant	
	487341002	R5	Suburban Residential	0.21	1	Vacant	
	487341003	R5	Suburban Residential	0.21	1	Vacant	
	487341004	R5	Suburban Residential	0.21	1	Vacant	
	487341005	R5	Suburban Residential	0.21	1	Vacant	
	487341011	R5	Suburban Residential	0.27	1	Vacant	
	487341012	R5	Suburban Residential	0.21	1	Vacant	
	487341013	R5	Suburban Residential	0.18	1	Vacant	
	487341014	R5	Suburban Residential	0.18	1	Vacant	
	487341015	R5	Suburban Residential	0.19	1	Vacant	
	487341016	R5	Suburban Residential	0.19	1	Vacant	
	487341017	R5	Suburban Residential	0.19	1	Vacant	
	487341018	R5	Suburban Residential	0.19	1	Vacant	
	487341019	R5	Suburban Residential	0.19	1	Vacant	
	487341020	R5	Suburban Residential	0.18	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	487341021	R5	Suburban Residential	0.18	1	Vacant	
	487341022	R5	Suburban Residential	0.17	1	Vacant	
	487341023	R5	Suburban Residential	0.22	1	Vacant	
	487342001	R5	Suburban Residential	0.20	1	Vacant	
	487342002	R5	Suburban Residential	0.19	1	Vacant	
	487342003	R5	Suburban Residential	0.28	1	Vacant	
	487342005	R5	Suburban Residential	0.36	2	Vacant	
	487343001	R5	Suburban Residential	0.21	1	Vacant	
	487343002	R5	Suburban Residential	0.17	1	Vacant	
	487343003	R5	Suburban Residential	0.22	1	Vacant	
	487343004	R5	Suburban Residential	0.24	1	Vacant	
	487343005	R5	Suburban Residential	0.24	1	Vacant	
	487343006	R5	Suburban Residential	0.24	1	Vacant	
	487343007	R5	Suburban Residential	0.24	1	Vacant	
	487343008	R5	Suburban Residential	0.24	1	Vacant	
	487343009	R5	Suburban Residential	0.24	1	Vacant	
	487343010	R5	Suburban Residential	0.24	1	Vacant	
	487343011	R5	Suburban Residential	0.34	2	Vacant	
	487370013	R5	Suburban Residential	8.53	43	Vacant	
	487470014	R5	Suburban Residential	5.41	27	Vacant	
	487470016	R5	Suburban Residential	0.85	4	Vacant	
	487470019	R5	Suburban Residential	18.04	90	Vacant	
	487470020	R5	Suburban Residential	9.40	47	Vacant	
	487470021	R5	Suburban Residential	8.98	45	Vacant	
	487531020	R5	Suburban Residential	0.97	5	Vacant	
	488120001	R5	Suburban Residential	0.19	1	Vacant	RDA
	488120002	R5	Suburban Residential	0.16	1	Vacant	RDA
	488120004	R5	Suburban Residential	0.26	1	Vacant	RDA
	488120005	R5	Suburban Residential	0.17	1	Vacant	RDA
	488120006	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120007	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120008	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120009	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120010	R5	Suburban Residential	0.19	1	Vacant	RDA
	488120011	R5	Suburban Residential	0.24	1	Vacant	RDA
	488120012	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120013	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120014	R5	Suburban Residential	0.01	1	Vacant	RDA
	488120015	R5	Suburban Residential	0.17	1	Vacant	
	488120016	R5	Suburban Residential	0.17	1	Vacant	
	488120017	R5	Suburban Residential	0.18	1	Vacant	
	488120018	R5	Suburban Residential	0.17	1	Vacant	
	488120019	R5	Suburban Residential	0.15	1	Vacant	
	488120020	R5	Suburban Residential	0.20	1	Vacant	
	488120021	R5	Suburban Residential	0.24	1	Vacant	
	488120022	R5	Suburban Residential	0.29	2	Vacant	
	488120023	R5	Suburban Residential	0.20	1	Vacant	
	488120024	R5	Suburban Residential	0.15	1	Vacant	
	488120025	R5	Suburban Residential	0.16	1	Vacant	
	488120026	R5	Suburban Residential	0.15	1	Vacant	
	488120027	R5	Suburban Residential	0.14	1	Vacant	
	488120028	R5	Suburban Residential	0.14	1	Vacant	
	488120029	R5	Suburban Residential	0.14	1	Vacant	
	488120030	R5	Suburban Residential	0.20	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488120031	R5	Suburban Residential	0.16	1	Vacant	
	488120032	R5	Suburban Residential	0.15	1	Vacant	
	488120037	R5	Suburban Residential	1.94	10	Vacant	
	488121001	R5	Suburban Residential	0.15	1	Vacant	RDA
	488121002	R5	Suburban Residential	0.16	1	Vacant	RDA
	488121003	R5	Suburban Residential	0.16	1	Vacant	RDA
	488121004	R5	Suburban Residential	0.01	1	Vacant	RDA
	488121005	R5	Suburban Residential	0.20	1	Vacant	
	488121006	R5	Suburban Residential	0.22	1	Vacant	
	488121007	R5	Suburban Residential	0.14	1	Vacant	
	488121008	R5	Suburban Residential	0.15	1	Vacant	
	488121009	R5	Suburban Residential	0.14	1	Vacant	
	488121010	R5	Suburban Residential	0.14	1	Vacant	
	488121011	R5	Suburban Residential	0.15	1	Vacant	
	488121012	R5	Suburban Residential	0.16	1	Vacant	
	488121013	R5	Suburban Residential	0.15	1	Vacant	
	488121014	R5	Suburban Residential	0.15	1	Vacant	
	488121015	R5	Suburban Residential	0.14	1	Vacant	
	488121016	R5	Suburban Residential	0.21	1	Vacant	
	488121017	R5	Suburban Residential	0.27	1	Vacant	
	488121018	R5	Suburban Residential	0.21	1	Vacant	
	488121019	R5	Suburban Residential	0.26	1	Vacant	
	488121020	R5	Suburban Residential	0.14	1	Vacant	
	488121021	R5	Suburban Residential	0.15	1	Vacant	
	488121022	R5	Suburban Residential	0.15	1	Vacant	
	488121023	R5	Suburban Residential	0.15	1	Vacant	
	488130001	R5	Suburban Residential	0.15	1	Vacant	
	488130002	R5	Suburban Residential	0.15	1	Vacant	
	488130003	R5	Suburban Residential	0.15	1	Vacant	
	488130004	R5	Suburban Residential	0.16	1	Vacant	
	488131001	R5	Suburban Residential	0.16	1	Vacant	
	488131002	R5	Suburban Residential	0.15	1	Vacant	
	488131003	R5	Suburban Residential	0.15	1	Vacant	
	488131004	R5	Suburban Residential	0.15	1	Vacant	
	488131005	R5	Suburban Residential	0.19	1	Vacant	
	488131006	R5	Suburban Residential	0.25	1	Vacant	
	488131007	R5	Suburban Residential	0.16	1	Vacant	
	488131008	R5	Suburban Residential	0.14	1	Vacant	
	488131009	R5	Suburban Residential	0.14	1	Vacant	
	488132006	R5	Suburban Residential	0.16	1	Vacant	
	488132007	R5	Suburban Residential	0.14	1	Vacant	
	488132008	R5	Suburban Residential	0.14	1	Vacant	
	488132009	R5	Suburban Residential	0.14	1	Vacant	
	488132010	R5	Suburban Residential	0.14	1	Vacant	
	488132011	R5	Suburban Residential	0.14	1	Vacant	
	488132012	R5	Suburban Residential	0.15	1	Vacant	
	488132013	R5	Suburban Residential	0.17	1	Vacant	
	488132014	R5	Suburban Residential	0.22	1	Vacant	
	488132015	R5	Suburban Residential	0.21	1	Vacant	
	488132016	R5	Suburban Residential	0.19	1	Vacant	
	488132017	R5	Suburban Residential	0.18	1	Vacant	
	488132018	R5	Suburban Residential	0.15	1	Vacant	
	488132019	R5	Suburban Residential	0.16	1	Vacant	
	488132020	R5	Suburban Residential	0.16	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488132021	R5	Suburban Residential	0.16	1	Vacant	
	488132022	R5	Suburban Residential	0.16	1	Vacant	
	488132023	R5	Suburban Residential	0.16	1	Vacant	
	488132024	R5	Suburban Residential	0.16	1	Vacant	
	488132025	R5	Suburban Residential	0.16	1	Vacant	
	488132029	R5	Suburban Residential	0.15	1	Vacant	
	488132030	R5	Suburban Residential	0.15	1	Vacant	
	488132031	R5	Suburban Residential	0.15	1	Vacant	
	488132032	R5	Suburban Residential	0.15	1	Vacant	
	488132033	R5	Suburban Residential	0.15	1	Vacant	
	488132034	R5	Suburban Residential	0.15	1	Vacant	
	488132035	R5	Suburban Residential	0.15	1	Vacant	
	488132036	R5	Suburban Residential	0.15	1	Vacant	
	488132037	R5	Suburban Residential	0.15	1	Vacant	
	488132038	R5	Suburban Residential	0.15	1	Vacant	
	488132039	R5	Suburban Residential	0.15	1	Vacant	
	488132040	R5	Suburban Residential	0.15	1	Vacant	
	488132041	R5	Suburban Residential	0.16	1	Vacant	
	488133001	R5	Suburban Residential	0.14	1	Vacant	
	488133002	R5	Suburban Residential	0.18	1	Vacant	
	488133003	R5	Suburban Residential	0.18	1	Vacant	
	488133004	R5	Suburban Residential	0.16	1	Vacant	
	488133005	R5	Suburban Residential	0.16	1	Vacant	
	488133006	R5	Suburban Residential	0.16	1	Vacant	
	488133007	R5	Suburban Residential	0.16	1	Vacant	
	488133008	R5	Suburban Residential	0.16	1	Vacant	
	488133009	R5	Suburban Residential	0.16	1	Vacant	
	488133010	R5	Suburban Residential	0.16	1	Vacant	
	488133011	R5	Suburban Residential	0.16	1	Vacant	
	488133012	R5	Suburban Residential	0.15	1	Vacant	
	488133013	R5	Suburban Residential	0.22	1	Vacant	
	488133014	R5	Suburban Residential	0.33	2	Vacant	
	488133015	R5	Suburban Residential	0.22	1	Vacant	
	488133016	R5	Suburban Residential	0.22	1	Vacant	
	488133019	R5	Suburban Residential	0.17	1	Vacant	
	488133020	R5	Suburban Residential	0.18	1	Vacant	
	488133021	R5	Suburban Residential	0.18	1	Vacant	
	488133022	R5	Suburban Residential	0.19	1	Vacant	
	488133023	R5	Suburban Residential	0.19	1	Vacant	
	488133024	R5	Suburban Residential	0.19	1	Vacant	
	488133025	R5	Suburban Residential	0.16	1	Vacant	
	488133026	R5	Suburban Residential	0.15	1	Vacant	
	488133027	R5	Suburban Residential	0.15	1	Vacant	
	488133028	R5	Suburban Residential	0.15	1	Vacant	
	488133029	R5	Suburban Residential	0.15	1	Vacant	
	488133030	R5	Suburban Residential	0.15	1	Vacant	
	488133031	R5	Suburban Residential	0.15	1	Vacant	
	488133032	R5	Suburban Residential	0.15	1	Vacant	
	488133033	R5	Suburban Residential	0.15	1	Vacant	
	488133034	R5	Suburban Residential	0.15	1	Vacant	
	488133035	R5	Suburban Residential	0.15	1	Vacant	
	488133036	R5	Suburban Residential	0.15	1	Vacant	
	488133037	R5	Suburban Residential	0.15	1	Vacant	
	488133038	R5	Suburban Residential	0.15	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488140001	R5	Suburban Residential	0.17	1	Vacant	
	488140002	R5	Suburban Residential	0.18	1	Vacant	
	488140003	R5	Suburban Residential	0.17	1	Vacant	
	488140004	R5	Suburban Residential	0.16	1	Vacant	
	488140005	R5	Suburban Residential	0.14	1	Vacant	
	488140006	R5	Suburban Residential	0.14	1	Vacant	
	488140010	R5	Suburban Residential	0.25	1	Vacant	
	488140011	R5	Suburban Residential	0.16	1	Vacant	
	488140012	R5	Suburban Residential	0.18	1	Vacant	
	488140013	R5	Suburban Residential	0.16	1	Vacant	
	488140014	R5	Suburban Residential	0.14	1	Vacant	
	488140016	R5	Suburban Residential	0.16	1	Vacant	
	488140017	R5	Suburban Residential	0.18	1	Vacant	
	488140018	R5	Suburban Residential	0.20	1	Vacant	
	488140019	R5	Suburban Residential	0.19	1	Vacant	
	488140020	R5	Suburban Residential	0.19	1	Vacant	
	488140021	R5	Suburban Residential	0.19	1	Vacant	
	488140022	R5	Suburban Residential	0.19	1	Vacant	
	488140023	R5	Suburban Residential	0.18	1	Vacant	
	488140024	R5	Suburban Residential	0.15	1	Vacant	
	488140025	R5	Suburban Residential	0.14	1	Vacant	
	488140026	R5	Suburban Residential	0.14	1	Vacant	
	488140027	R5	Suburban Residential	0.14	1	Vacant	
	488140028	R5	Suburban Residential	0.14	1	Vacant	
	488140029	R5	Suburban Residential	0.18	1	Vacant	
	488140030	R5	Suburban Residential	0.26	1	Vacant	RDA
	488140031	R5	Suburban Residential	0.26	1	Vacant	
	488140032	R5	Suburban Residential	0.15	1	Vacant	
	488140033	R5	Suburban Residential	0.15	1	Vacant	
	488140034	R5	Suburban Residential	0.15	1	Vacant	
	488140035	R5	Suburban Residential	0.15	1	Vacant	
	488140036	R5	Suburban Residential	0.15	1	Vacant	
	488140037	R5	Suburban Residential	0.16	1	Vacant	
	488140038	R5	Suburban Residential	0.17	1	Vacant	
	488140039	R5	Suburban Residential	0.16	1	Vacant	
	488140040	R5	Suburban Residential	0.16	1	Vacant	
	488140041	R5	Suburban Residential	0.18	1	Vacant	
	488140042	R5	Suburban Residential	0.29	2	Vacant	
	488140043	R5	Suburban Residential	0.27	1	Vacant	
	488140044	R5	Suburban Residential	0.17	1	Vacant	
	488330012	R5	Suburban Residential	9.40	47	Vacant	
	488350005	R5	Suburban Residential	9.40	47	Vacant	
	488350006	R5	Suburban Residential	8.97	45	Vacant	
	488350007	R5	Suburban Residential	8.97	45	Vacant	
	488350011	R5	Suburban Residential	8.97	45	Vacant	
	488350012	R5	Suburban Residential	9.40	47	Vacant	
	488350013	R5	Suburban Residential	9.40	47	Vacant	
	488350014	R5	Suburban Residential	8.97	45	Vacant	
	478120001	VL	Suburban Residential	2.00	8	Vacant	SP
	478120002	VL	Suburban Residential	2.20	9	Vacant	SP
	478120007	VL	Suburban Residential	1.83	7	Vacant	SP
	478120008	VL	Suburban Residential	2.20	9	Vacant	SP
	478120017	VL	Suburban Residential	2.00	8	Vacant	SP
	478120018	VL	Suburban Residential	2.26	9	Vacant	SP

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478240024	VL	Suburban Residential	9.39	38	Vacant	SP
Parcels per Density Designation:	1,383		Acres per Density Designation:	5,114			
	Units per Density Designation:		11,099		Units per Density Designation 80%:		8879
O/OC	291242018	O	Office	1.77	0	Vacant	RDA
	297170029	O	Office	8.46	0	Vacant	RDA
	475190005	O	Office	2.87	0	Vacant	
	479070039	O	Office	1.41	0	Vacant	RDA
	479070041	O	Office	1.26	0	Vacant	RDA
	479070046	O	Office	1.19	0	Vacant	RDA
	479070048	O	Office	2.23	0	Vacant	RDA
	479090003	O	Office	0.49	0	Vacant	RDA
	479120043	O	Office	0.34	0	Vacant	RDA
	479190014	O	Office	4.26	0	Vacant	
	482180074	O	Office	2.37	0	Vacant	
	484030001	O	Office	3.76	0	Vacant	
	484030002	O	Office	0.79	0	Vacant	
	484030003	O	Office	4.55	0	Vacant	
	486310022	O	Office	18.81	0	Vacant	
	487470022	O	Office	18.48	0	Vacant	
	488210015	O	Office	2.75	0	Vacant	
	488260012	O	Office	8.08	0	Vacant	
	488260014	O	Office	8.34	0	Vacant	
	488260017	O	Office	1.87	0	Vacant	
	488260018	O	Office	1.88	0	Vacant	
	488260021	O	Office	2.14	0	Vacant	
	488260022	O	Office	2.13	0	Vacant	
	488260033	O	Office	8.01	0	Vacant	
	488260035	O	Office	7.80	0	Vacant	
	488260037	O	Office	7.39	0	Vacant	FAULT
	488310005	O	Office	7.61	0	Vacant	
	488310006	O	Office	3.00	0	Vacant	
	488320008	O	Office	3.66	0	Vacant	
	488320009	O	Office	0.87	0	Vacant	
	291090032	OC	Office	0.12	0	Vacant	RDA
	292193023	OC	Office	0.06	0	Vacant	
	479120027	OC	Office	1.01	0	Vacant	RDA
	479120029	OC	Office	0.65	0	Vacant	RDA
	479120042	OC	Office	0.36	0	Vacant	RDA
	479131012	OC	Office	3.77	0	Vacant	RDA
	479140023	OC	Office	1.35	0	Vacant	RDA
	479140024	OC	Office	2.14	0	Vacant	RDA
	484030016	OC	Office	9.00	0	Vacant	
	484072106	OC	Office	0.20	0	Vacant	
	486240003	OC	Office	5.44	0	Vacant	
	486240004	OC	Office	1.06	0	Vacant	
	486240005	OC	Office	1.06	0	Vacant	
	486240006	OC	Office	1.21	0	Vacant	
	486240007	OC	Office	2.11	0	Vacant	
	486240012	OC	Office	1.88	0	Vacant	
	486240013	OC	Office	6.74	0	Vacant	
	486270019	OC	Office	8.26	0	Vacant	
	486310024	OC	Office	10.15	0	Vacant	FLOOD
	488080013	OC	Office	16.24	0	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
O/OC	488080014	OC	Office	8.45	0	Vacant	
	488080015	OC	Office	8.98	0	Vacant	
	488080016	OC	Office	4.48	0	Vacant	
	488080017	OC	Office	7.95	0	Vacant	

Parcels per Density Designation: 54 Acres per Density Designation: 241

Units per Density Designation: 0 Units per Density Designation 80%: 0

Total Parcels: 1,772 Total Vacant Acres: 6,622.60

Total Residential Units: 22,598 Total Residential Units 80%: 18,078

High Density Sites Inventory - Attachment 4

Based on 6-2007 data
Report Print Date: 7.20.2010

DENSITY	Calculation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
LOW & VERY LOW	3	486280002	R30	Multi-family	9.00	216	Vacant	
		486280004	R30	Multi-family	9.39	225	Vacant	
		486280005	R30	Multi-family	2.22	53	Vacant	
		486280006	R30	Multi-family	2.22	53	Vacant	
		486280007	R30	Multi-family	2.26	54	Vacant	
		486280008	R30	Multi-family	2.26	54	Vacant	
		486280010	R30	Multi-family	2.17	52	Vacant	
		486280011	R30	Multi-family	2.38	57	Vacant	
		486280012	R30	Multi-family	2.17	52	Vacant	
		486280013	R30	Multi-family	2.38	57	Vacant	
		486270001	R30	Office	1.80	43	Vacant	
		486270002	R30	Office	9.30	223	Vacant	
		486270003	R30	Office	9.25	222	Vacant	
		486270004	R30	Office	1.92	46	Vacant	
		486270005	R30	Office	4.62	55	Developed	
		486270006	R30	Office	4.62	111	Vacant	
		486270008	R30	Office	1.85	44	Vacant	
		486270013	R30	Office	2.09	25	Developed	
		486270014	R30	Office	2.09	25	Developed	
		486270015	R30	Office	2.09	25	Developed	
		486270016	R30	Office	2.09	25	Developed	
		486270017	R30	Office	2.64	63	Vacant	

Parcels per High Density Site: 22 Acres per High Density Site: 86.81

Units per High Density Site 80%: 1,780

LOW & VERY LOW	4	485220017	R30	Multi-family	10.41	250	Vacant	
		485220006	R30	Suburban Residential	2.24	54	Vacant	
		485220007	R30	Suburban Residential	2.24	54	Vacant	
		485220008	R30	Suburban Residential	2.24	27	Developed	
		485220009	R30	Suburban Residential	2.24	27	Developed	
		485220015	R30	Suburban Residential	1.28	15	Developed	
		485220016	R30	Suburban Residential	1.66	20	Developed	
		485220020	R30	Suburban Residential	19.43	466	Vacant	

Parcels per High Density Site: 8 Acres per High Density Site: 41.74

Units per High Density Site 80%: 913

LOW & VERY LOW	5	291200023	R30	Commercial	1.50	4	Developed	BSMWD, RDA
		291200025	R30	Commercial	1.50	4	Developed	BSMWD, RDA
		291200027	R30	Commercial	0.86	2	Developed	BSMWD, RDA
		291200030	R30	Commercial	0.37	1	Developed	BSMWD, RDA
		291200038	R30	Commercial	0.34	1	Developed	BSMWD, RDA
		291200039	R30	Commercial	0.95	23	Vacant	BSMWD, RDA
		291200040	R30	Commercial	0.42	1	Developed	BSMWD, RDA
		291264001	R30	Commercial	0.23	1	Developed	RDA
		291264002	R30	Commercial	0.23	1	Developed	RDA
		291264003	R30	Commercial	0.19	0	Developed	RDA
		291264004	R30	Commercial	0.19	0	Developed	RDA
		291264005	R30	Commercial	0.19	0	Developed	RDA
		291264006	R30	Commercial	0.19	0	Developed	RDA
		291264007	R30	Commercial	0.19	0	Developed	RDA
		291264008	R30	Commercial	0.21	1	Developed	RDA
		291264009	R30	Commercial	0.44	1	Developed	RDA

DENSITY	Calculation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
LOW & VERY LOW	5	291264011	R30	Commercial	3.16	8	Developed	RDA
		291264012	R30	Commercial	0.35	1	Developed	RDA
		291273001	R30	Commercial	0.55	1	Developed	FLOOD, RDA
		291273004	R30	Commercial	0.23	1	Developed	RDA
		291273005	R30	Commercial	0.31	1	Developed	RDA
		291273007	R30	Commercial	0.52	1	Developed	FLOOD, RDA
		291273008	R30	Commercial	3.88	9	Developed	FLOOD, RDA
		291200024	R30	Multi-family	2.50	60	Vacant	BSMWD, RDA

Parcels per High Density Site: 24 Acres per High Density Site: 13.50

Units per High Density Site 80%: 122

* Day and Alessandro sites have been removed from Calculation 5 and are included in Table 8-19.

Total Parcels: 54 Total Acres: 142.05

Total Residential Units 80%: 2,815

Vacant Land Inventory - Mobilehome Sites
Attachment 5

Based on 6-2007 data
Report Print Date: 7.20.2010

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	260040005	R5	Suburban Residential	9.67	4	Vacant	
	260040006	R5	Suburban Residential	9.67	4	Vacant	
	260040007	R5	Suburban Residential	9.67	4	Vacant	
	260040008	R5	Suburban Residential	9.67	4	Vacant	
	316100024	R5	Suburban Residential	6.73	3	Vacant	
	316160008	R5	Suburban Residential	7.25	3	Vacant	
	422070014	R5	Suburban Residential	10.09	4	Vacant	
	474100025	R5	Suburban Residential	27.68	11	Vacant	
	474110004	R5	Suburban Residential	28.05	11	Vacant	
	474200014	R5	Suburban Residential	10.00	4	Vacant	
	475060001	R5	Suburban Residential	9.14	4	Vacant	
	478090011	R5	Suburban Residential	8.04	3	Vacant	
	478220002	R5	Suburban Residential	9.39	4	Vacant	
	478220003	R5	Suburban Residential	8.98	4	Vacant	
	478220012	R5	Suburban Residential	8.98	4	Vacant	
	478220013	R5	Suburban Residential	9.39	4	Vacant	
	485020005	R5	Suburban Residential	8.04	3	Vacant	FLOOD,RDA
	485220023	R5	Suburban Residential	18.06	7	Vacant	
	485220024	R5	Suburban Residential	17.77	7	Vacant	
	485220032	R5	Suburban Residential	19.12	8	Vacant	
	486240002	R5	Suburban Residential	9.00	4	Vacant	FLOOD
	486240011	R5	Suburban Residential	18.78	8	Vacant	FLOOD
	486250007	R5	Suburban Residential	9.39	4	Vacant	
	486260008	R5	Suburban Residential	9.39	4	Vacant	
	486260009	R5	Suburban Residential	8.97	4	Vacant	FLOOD
	486310014	R5	Suburban Residential	8.96	4	Vacant	FLOOD
	487060002	R5	Suburban Residential	6.42	3	Vacant	
	487250001	R5	Suburban Residential	6.70	3	Vacant	RDA
	487250003	R5	Suburban Residential	18.66	7	Vacant	RDA
	487370013	R5	Suburban Residential	8.53	3	Vacant	
	487470014	R5	Suburban Residential	5.41	2	Vacant	
	487470019	R5	Suburban Residential	18.04	7	Vacant	
	487470020	R5	Suburban Residential	9.40	4	Vacant	
	487470021	R5	Suburban Residential	8.98	4	Vacant	
	488330012	R5	Suburban Residential	9.40	4	Vacant	
	488350005	R5	Suburban Residential	9.40	4	Vacant	
	488350006	R5	Suburban Residential	8.97	4	Vacant	
	488350007	R5	Suburban Residential	8.97	4	Vacant	
	488350011	R5	Suburban Residential	8.97	4	Vacant	
	488350012	R5	Suburban Residential	9.40	4	Vacant	
	488350013	R5	Suburban Residential	9.40	4	Vacant	
	488350014	R5	Suburban Residential	8.97	4	Vacant	

Parcels per Density Designation: 42 Acres per Density Designation: 466 Units per Density Designation: 193

Total Parcels: 42 Total Vacant Acres: 465.50 Total Residential Units: 193

Vacant Land Inventory - Manufactured Home Sites
Attachment 6

Based on 6-2007 data
Report Print Date: 7.20.2010

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
MODERATE	475182043	R5	Suburban Residential	1.73	1	Vacant	
Parcels per Density Designation: 1			Acres per Density Designation: 2		Units per Density Designation: 1		
ABOVE MODERATE	256030009	HR	Large Lot Residential	298.99	5	Vacant	
	256150001	HR	Large Lot Residential	33.77	1	Vacant	
	256160002	HR	Large Lot Residential	10.65	1	Vacant	
	256160010	HR	Large Lot Residential	9.55	1	Vacant	
	256160012	HR	Large Lot Residential	27.07	1	Vacant	
	256160017	HR	Large Lot Residential	10.24	1	Vacant	
	256170004	HR	Large Lot Residential	28.91	1	Vacant	
	259260002	HR	Large Lot Residential	20.00	1	Vacant	
	259260003	HR	Large Lot Residential	20.00	1	Vacant	
	259260004	HR	Large Lot Residential	10.00	1	Vacant	
	259260005	HR	Large Lot Residential	10.00	1	Vacant	
	259260006	HR	Large Lot Residential	20.00	1	Vacant	
	259260039	HR	Large Lot Residential	12.18	1	Vacant	
	264040003	HR	Large Lot Residential	12.56	1	Vacant	
	264040010	HR	Large Lot Residential	6.15	1	Vacant	
	264040011	HR	Large Lot Residential	6.15	1	Vacant	
	264040013	HR	Large Lot Residential	1.34	1	Vacant	
	264110006	HR	Large Lot Residential	2.35	1	Vacant	
	264110009	HR	Large Lot Residential	18.98	1	Vacant	
	264110010	HR	Large Lot Residential	20.04	1	Vacant	
	264110022	HR	Large Lot Residential	1.58	1	Vacant	
	264110024	HR	Large Lot Residential	1.79	1	Vacant	
	471201008	HR	Large Lot Residential	166.17	3	Vacant	
	471290003	HR	Large Lot Residential	2.57	1	Vacant	
	471290004	HR	Large Lot Residential	2.57	1	Vacant	
	471290005	HR	Large Lot Residential	2.40	1	Vacant	
	471290006	HR	Large Lot Residential	7.63	1	Vacant	
	473150002	HR	Large Lot Residential	13.75	1	Vacant	
	473150048	HR	Large Lot Residential	10.52	1	Vacant	
	473150049	HR	Large Lot Residential	15.73	1	Vacant	
	473150053	HR	Large Lot Residential	19.88	1	Vacant	FAULT
	473160001	HR	Large Lot Residential	17.50	1	Vacant	
	473160002	HR	Large Lot Residential	2.50	1	Vacant	
	474100002	HR	Large Lot Residential	20.00	1	Vacant	
	474100003	HR	Large Lot Residential	10.00	1	Vacant	
	474210001	HR	Large Lot Residential	40.00	1	Vacant	
	474210003	HR	Large Lot Residential	60.00	1	Vacant	
	474210004	HR	Large Lot Residential	60.00	1	Vacant	
	474210005	HR	Large Lot Residential	10.00	1	Vacant	
	474210006	HR	Large Lot Residential	10.00	1	Vacant	
	474210008	HR	Large Lot Residential	10.00	1	Vacant	
	474220065	HR	Large Lot Residential	13.49	1	Vacant	
	474220070	HR	Large Lot Residential	32.27	1	Vacant	
	474230005	HR	Large Lot Residential	3.32	1	Vacant	
	474230032	HR	Large Lot Residential	3.26	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	474310001	HR	Large Lot Residential	5.14	1	Vacant	
	474310002	HR	Large Lot Residential	2.50	1	Vacant	
	474310003	HR	Large Lot Residential	2.50	1	Vacant	
	474310004	HR	Large Lot Residential	2.51	1	Vacant	
	474310005	HR	Large Lot Residential	2.62	1	Vacant	
	474320003	HR	Large Lot Residential	1.07	1	Vacant	
	474320005	HR	Large Lot Residential	1.02	1	Vacant	
	474341005	HR	Large Lot Residential	1.72	1	Vacant	
	474341006	HR	Large Lot Residential	1.40	1	Vacant	
	474341007	HR	Large Lot Residential	0.91	1	Vacant	
	474341008	HR	Large Lot Residential	1.02	1	Vacant	
	474410017	HR	Large Lot Residential	0.00	1	Vacant	
	474410028	HR	Large Lot Residential	1.43	1	Vacant	
	474410029	HR	Large Lot Residential	1.59	1	Vacant	
	474500010	HR	Large Lot Residential	2.47	1	Vacant	
	478020023	HR	Large Lot Residential	24.86	1	Vacant	
	478020027	HR	Large Lot Residential	23.43	1	Vacant	
	488160001	HR	Large Lot Residential	19.38	1	Vacant	
	488160003	HR	Large Lot Residential	10.42	1	Vacant	
	488190031	HR	Large Lot Residential	1.80	1	Vacant	
	488190033	HR	Large Lot Residential	2.75	1	Vacant	
	488200015	HR	Large Lot Residential	2.51	1	Vacant	
	264030015	R1	Large Lot Residential	118.70	10	Vacant	
	264040006	R1	Large Lot Residential	3.00	1	Vacant	
	264040009	R1	Large Lot Residential	6.15	1	Vacant	
	264040012	R1	Large Lot Residential	1.52	1	Vacant	
	264040014	R1	Large Lot Residential	0.92	1	Vacant	
	264040015	R1	Large Lot Residential	0.92	1	Vacant	
	264040016	R1	Large Lot Residential	0.95	1	Vacant	
	264110018	R1	Large Lot Residential	0.26	1	Vacant	
	264110027	R1	Large Lot Residential	0.97	1	Vacant	
	264110028	R1	Large Lot Residential	1.24	1	Vacant	
	264175001	R1	Large Lot Residential	1.06	1	Vacant	
	264175002	R1	Large Lot Residential	1.11	1	Vacant	
	264175003	R1	Large Lot Residential	1.05	1	Vacant	
	264175004	R1	Large Lot Residential	1.27	1	Vacant	
	264312001	R1	Large Lot Residential	0.98	1	Vacant	
	473120069	R1	Large Lot Residential	64.70	5	Vacant	FAULT
	473150050	R1	Large Lot Residential	1.17	1	Vacant	
	473150051	R1	Large Lot Residential	15.77	1	Vacant	
	473150052	R1	Large Lot Residential	21.37	2	Vacant	FAULT
	473150058	R1	Large Lot Residential	8.34	1	Vacant	
	473150059	R1	Large Lot Residential	9.00	1	Vacant	FAULT
	473150061	R1	Large Lot Residential	9.33	1	Vacant	FAULT
	473150063	R1	Large Lot Residential	11.94	1	Vacant	
	473174002	R1	Large Lot Residential	9.39	1	Vacant	
	473174003	R1	Large Lot Residential	9.39	1	Vacant	
	473174004	R1	Large Lot Residential	8.96	1	Vacant	
	473174005	R1	Large Lot Residential	8.96	1	Vacant	
	473174007	R1	Large Lot Residential	9.39	1	Vacant	
	473174008	R1	Large Lot Residential	8.55	1	Vacant	
	473174010	R1	Large Lot Residential	2.15	1	Vacant	
	473174012	R1	Large Lot Residential	2.17	1	Vacant	
	473174013	R1	Large Lot Residential	2.17	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	473210005	R1	Large Lot Residential	3.90	1	Vacant	FAULT
	473220004	R1	Large Lot Residential	3.68	1	Vacant	FAULT
	473220009	R1	Large Lot Residential	9.39	1	Vacant	
	473220010	R1	Large Lot Residential	7.74	1	Vacant	
	473220011	R1	Large Lot Residential	1.65	1	Vacant	
	473220015	R1	Large Lot Residential	9.39	1	Vacant	
	473220017	R1	Large Lot Residential	16.10	1	Vacant	FAULT
	473220043	R1	Large Lot Residential	5.84	1	Vacant	
	473220044	R1	Large Lot Residential	13.03	1	Vacant	FAULT
	473220057	R1	Large Lot Residential	0.85	1	Vacant	
	473220064	R1	Large Lot Residential	0.99	1	Vacant	
	473220071	R1	Large Lot Residential	1.17	1	Vacant	
	473220072	R1	Large Lot Residential	1.70	1	Vacant	
	473220075	R1	Large Lot Residential	2.78	1	Vacant	FAULT
	473250003	R1	Large Lot Residential	8.98	1	Vacant	
	473250028	R1	Large Lot Residential	1.44	1	Vacant	
	473250029	R1	Large Lot Residential	9.55	1	Vacant	
	473250030	R1	Large Lot Residential	2.71	1	Vacant	
	473250042	R1	Large Lot Residential	3.86	1	Vacant	
	473250050	R1	Large Lot Residential	1.10	1	Vacant	
	473250051	R1	Large Lot Residential	1.10	1	Vacant	
	473290003	R1	Large Lot Residential	2.35	1	Vacant	
	473290006	R1	Large Lot Residential	1.50	1	Vacant	
	473290007	R1	Large Lot Residential	4.70	1	Vacant	
	473290011	R1	Large Lot Residential	2.00	1	Vacant	
	473290012	R1	Large Lot Residential	6.98	1	Vacant	
	473290013	R1	Large Lot Residential	9.39	1	Vacant	
	473290014	R1	Large Lot Residential	9.39	1	Vacant	
	473290015	R1	Large Lot Residential	8.54	1	Vacant	
	473290018	R1	Large Lot Residential	0.85	1	Vacant	
	473290019	R1	Large Lot Residential	4.08	1	Vacant	
	473310001	R1	Large Lot Residential	55.60	4	Vacant	
	473310013	R1	Large Lot Residential	0.88	1	Vacant	
	473310016	R1	Large Lot Residential	1.20	1	Vacant	
	473401017	R1	Large Lot Residential	0.38	1	Vacant	
	474230038	R1	Large Lot Residential	0.78	1	Vacant	
	474250003	R1	Large Lot Residential	10.00	1	Vacant	
	474250032	R1	Large Lot Residential	2.59	1	Vacant	
	474250033	R1	Large Lot Residential	2.53	1	Vacant	
	474260011	R1	Large Lot Residential	3.37	1	Vacant	
	474260056	R1	Large Lot Residential	2.70	1	Vacant	
	474271001	R1	Large Lot Residential	0.06	1	Vacant	
	474271008	R1	Large Lot Residential	1.55	1	Vacant	
	474271011	R1	Large Lot Residential	2.81	1	Vacant	
	474272030	R1	Large Lot Residential	2.95	1	Vacant	
	474272033	R1	Large Lot Residential	2.41	1	Vacant	
	481041028	R1	Large Lot Residential	0.11	1	Vacant	SP,RDA
	481090023	R1	Large Lot Residential	0.30	1	Vacant	SP,FLOOD,RDA
	488250003	R1	Large Lot Residential	8.98	1	Vacant	
	488250004	R1	Large Lot Residential	9.41	1	Vacant	
	488250005	R1	Large Lot Residential	9.40	1	Vacant	
	488250006	R1	Large Lot Residential	8.09	1	Vacant	
	488250008	R1	Large Lot Residential	8.55	1	Vacant	
	488250009	R1	Large Lot Residential	9.40	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488250010	R1	Large Lot Residential	9.40	1	Vacant	
	488250011	R1	Large Lot Residential	8.74	1	Vacant	
	488260001	R1	Large Lot Residential	2.00	1	Vacant	
	488260002	R1	Large Lot Residential	2.00	1	Vacant	
	488260007	R1	Large Lot Residential	4.70	1	Vacant	
	488260008	R1	Large Lot Residential	4.70	1	Vacant	
	488260009	R1	Large Lot Residential	8.97	1	Vacant	
	488260010	R1	Large Lot Residential	8.97	1	Vacant	
	488260011	R1	Large Lot Residential	9.40	1	Vacant	
	488260013	R1	Large Lot Residential	9.40	1	Vacant	
	488260015	R1	Large Lot Residential	2.48	1	Vacant	
	488260016	R1	Large Lot Residential	2.19	1	Vacant	
	488260019	R1	Large Lot Residential	2.83	1	Vacant	
	488260020	R1	Large Lot Residential	2.51	1	Vacant	
	488260023	R1	Large Lot Residential	8.97	1	Vacant	FAULT
	488260024	R1	Large Lot Residential	8.97	1	Vacant	
	488260025	R1	Large Lot Residential	9.40	1	Vacant	FAULT
	488260026	R1	Large Lot Residential	9.40	1	Vacant	FAULT
	488260027	R1	Large Lot Residential	18.80	2	Vacant	FAULT
	488260029	R1	Large Lot Residential	6.45	1	Vacant	FAULT
	488260030	R1	Large Lot Residential	8.80	1	Vacant	FAULT
	488260031	R1	Large Lot Residential	16.60	1	Vacant	
	488260032	R1	Large Lot Residential	9.39	1	Vacant	
	488260034	R1	Large Lot Residential	9.40	1	Vacant	FAULT
	488260036	R1	Large Lot Residential	8.97	1	Vacant	FAULT
	488310001	R1	Large Lot Residential	8.97	1	Vacant	
	488310002	R1	Large Lot Residential	9.39	1	Vacant	
	488310003	R1	Large Lot Residential	9.39	1	Vacant	
	488310004	R1	Large Lot Residential	8.19	1	Vacant	
	488320007	R1	Large Lot Residential	0.19	1	Vacant	
	422020009	RR	Large Lot Residential	7.67	1	Vacant	FAULT
	473171034	RR	Large Lot Residential	0.80	1	Vacant	FAULT
	473171037	RR	Large Lot Residential	1.29	1	Vacant	FAULT
	473200004	RR	Large Lot Residential	7.18	1	Vacant	FAULT
	473210001	RR	Large Lot Residential	2.15	1	Vacant	FAULT
	473220018	RR	Large Lot Residential	11.11	1	Vacant	FAULT
	473220019	RR	Large Lot Residential	9.06	1	Vacant	FAULT
	488260028	RR	Large Lot Residential	2.00	1	Vacant	FAULT
	260040026	R5	Open Space/Park	9.82	4	Vacant	SP
	260040030	R5	Open Space/Park	12.80	5	Vacant	SP
	471300003	R5	Open Space/Park	0.73	1	Vacant	SP
	471300004	R5	Open Space/Park	0.06	1	Vacant	SP
	471300005	R5	Open Space/Park	0.02	1	Vacant	SP
	256040012	R2	Residential 2 Dwellings/Acr	30.78	5	Vacant	
	471201010	R2	Residential 2 Dwellings/Acr	29.47	5	Vacant	
	471290017	R2	Residential 2 Dwellings/Acr	0.62	1	Vacant	
	471300002	R2	Residential 2 Dwellings/Acr	8.04	1	Vacant	
	471300006	R2	Residential 2 Dwellings/Acr	8.00	1	Vacant	
	473120023	R2	Residential 2 Dwellings/Acr	25.93	4	Vacant	
	473171020	R2	Residential 2 Dwellings/Acr	6.50	1	Vacant	
	473171022	R2	Residential 2 Dwellings/Acr	6.12	1	Vacant	
	473401021	R2	Residential 2 Dwellings/Acr	5.69	1	Vacant	
	474220026	R2	Residential 2 Dwellings/Acr	0.09	1	Vacant	
	474220035	R2	Residential 2 Dwellings/Acr	0.35	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	474220044	R2	Residential 2 Dwellings/Acr	0.01	1	Vacant	
	474371008	R2	Residential 2 Dwellings/Acr	0.32	1	Vacant	
	474371010	R2	Residential 2 Dwellings/Acr	0.50	1	Vacant	
	474371015	R2	Residential 2 Dwellings/Acr	0.32	1	Vacant	
	474371017	R2	Residential 2 Dwellings/Acr	0.32	1	Vacant	
	474371018	R2	Residential 2 Dwellings/Acr	0.40	1	Vacant	
	474381001	R2	Residential 2 Dwellings/Acr	0.35	1	Vacant	
	474500002	R2	Residential 2 Dwellings/Acr	17.68	3	Vacant	
	474500005	R2	Residential 2 Dwellings/Acr	5.20	1	Vacant	
	488032002	R2	Residential 2 Dwellings/Acr	0.56	1	Vacant	
	488060006	R2	Residential 2 Dwellings/Acr	0.55	1	Vacant	
	488080003	R2	Residential 2 Dwellings/Acr	17.31	3	Vacant	
	488080011	R2	Residential 2 Dwellings/Acr	8.54	1	Vacant	
	488080012	R2	Residential 2 Dwellings/Acr	7.44	1	Vacant	
	488270019	R2	Residential 2 Dwellings/Acr	0.87	1	Vacant	
	488270020	R2	Residential 2 Dwellings/Acr	0.89	1	Vacant	
	488270021	R2	Residential 2 Dwellings/Acr	3.78	1	Vacant	
	488270022	R2	Residential 2 Dwellings/Acr	0.88	1	Vacant	
	488270023	R2	Residential 2 Dwellings/Acr	0.87	1	Vacant	
	473150012	RA2	Residential Agriculture 2 Dv	0.37	1	Vacant	
	473150015	RA2	Residential Agriculture 2 Dv	8.50	1	Vacant	
	473150025	RA2	Residential Agriculture 2 Dv	1.80	1	Vacant	
	473150079	RA2	Residential Agriculture 2 Dv	17.25	3	Vacant	
	473160004	RA2	Residential Agriculture 2 Dv	75.10	12	Vacant	
	473160007	RA2	Residential Agriculture 2 Dv	36.15	6	Vacant	
	473160008	RA2	Residential Agriculture 2 Dv	27.32	4	Vacant	
	473160011	RA2	Residential Agriculture 2 Dv	9.22	1	Vacant	
	473160013	RA2	Residential Agriculture 2 Dv	9.20	1	Vacant	
	473160017	RA2	Residential Agriculture 2 Dv	32.35	5	Vacant	
	473160018	RA2	Residential Agriculture 2 Dv	9.09	1	Vacant	
	473160019	RA2	Residential Agriculture 2 Dv	9.05	1	Vacant	
	473230009	RA2	Residential Agriculture 2 Dv	3.64	1	Vacant	FAULT
	473280011	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	473280012	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	473280013	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	473280014	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	473280015	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	473280016	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	473280018	RA2	Residential Agriculture 2 Dv	1.14	1	Vacant	
	473280019	RA2	Residential Agriculture 2 Dv	1.14	1	Vacant	
	473300001	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	473300002	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	473300003	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	473300004	RA2	Residential Agriculture 2 Dv	4.70	1	Vacant	
	473300005	RA2	Residential Agriculture 2 Dv	4.27	1	Vacant	
	473300008	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	473300009	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	473300010	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	474130034	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	474142006	RA2	Residential Agriculture 2 Dv	4.80	1	Vacant	
	474161016	RA2	Residential Agriculture 2 Dv	0.08	1	Vacant	
	474161035	RA2	Residential Agriculture 2 Dv	1.15	1	Vacant	
	474170008	RA2	Residential Agriculture 2 Dv	1.67	1	Vacant	
	474180012	RA2	Residential Agriculture 2 Dv	0.72	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	474180013	RA2	Residential Agriculture 2 Dv	1.29	1	Vacant	
	474180028	RA2	Residential Agriculture 2 Dv	2.50	1	Vacant	
	474250011	RA2	Residential Agriculture 2 Dv	1.02	1	Vacant	
	474250015	RA2	Residential Agriculture 2 Dv	13.41	2	Vacant	
	474250017	RA2	Residential Agriculture 2 Dv	0.53	1	Vacant	
	474250057	RA2	Residential Agriculture 2 Dv	1.02	1	Vacant	
	474250058	RA2	Residential Agriculture 2 Dv	0.36	1	Vacant	
	474590034	RA2	Residential Agriculture 2 Dv	1.00	1	Vacant	
	474590036	RA2	Residential Agriculture 2 Dv	1.50	1	Vacant	
	474590037	RA2	Residential Agriculture 2 Dv	0.90	1	Vacant	
	474590039	RA2	Residential Agriculture 2 Dv	1.01	1	Vacant	
	475060023	RA2	Residential Agriculture 2 Dv	0.46	1	Vacant	
	478020024	RA2	Residential Agriculture 2 Dv	20.04	3	Vacant	
	478020025	RA2	Residential Agriculture 2 Dv	20.95	3	Vacant	
	478020026	RA2	Residential Agriculture 2 Dv	26.87	4	Vacant	
	478020030	RA2	Residential Agriculture 2 Dv	22.09	4	Vacant	
	478020031	RA2	Residential Agriculture 2 Dv	1.00	1	Vacant	
	478020035	RA2	Residential Agriculture 2 Dv	7.98	1	Vacant	
	478020037	RA2	Residential Agriculture 2 Dv	8.15	1	Vacant	
	478142017	RA2	Residential Agriculture 2 Dv	0.49	1	Vacant	
	478142029	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478230008	RA2	Residential Agriculture 2 Dv	36.38	6	Vacant	
	478230015	RA2	Residential Agriculture 2 Dv	8.69	1	Vacant	
	478230016	RA2	Residential Agriculture 2 Dv	9.10	1	Vacant	
	478240002	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	478240003	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	478240005	RA2	Residential Agriculture 2 Dv	9.10	1	Vacant	
	478240006	RA2	Residential Agriculture 2 Dv	9.10	1	Vacant	
	478240007	RA2	Residential Agriculture 2 Dv	8.69	1	Vacant	
	478240008	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	478240021	RA2	Residential Agriculture 2 Dv	8.68	1	Vacant	
	478240022	RA2	Residential Agriculture 2 Dv	8.84	1	Vacant	
	478240023	RA2	Residential Agriculture 2 Dv	8.84	1	Vacant	
	478240031	RA2	Residential Agriculture 2 Dv	2.05	1	Vacant	
	478240032	RA2	Residential Agriculture 2 Dv	2.05	1	Vacant	
	478240033	RA2	Residential Agriculture 2 Dv	1.76	1	Vacant	
	478240034	RA2	Residential Agriculture 2 Dv	1.76	1	Vacant	
	478370003	RA2	Residential Agriculture 2 Dv	0.43	1	Vacant	
	478370004	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	478370005	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	478370006	RA2	Residential Agriculture 2 Dv	0.42	1	Vacant	
	478370007	RA2	Residential Agriculture 2 Dv	0.56	1	Vacant	
	478370008	RA2	Residential Agriculture 2 Dv	0.56	1	Vacant	
	478370013	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478370014	RA2	Residential Agriculture 2 Dv	0.76	1	Vacant	
	478371001	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478371002	RA2	Residential Agriculture 2 Dv	0.21	1	Vacant	
	478371003	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478371004	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478371005	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478371006	RA2	Residential Agriculture 2 Dv	0.38	1	Vacant	
	478371007	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478371008	RA2	Residential Agriculture 2 Dv	0.38	1	Vacant	
	478371009	RA2	Residential Agriculture 2 Dv	0.38	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478371010	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400001	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400002	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400003	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400004	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400005	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400006	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400007	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478400008	RA2	Residential Agriculture 2 Dv	0.59	1	Vacant	
	478400009	RA2	Residential Agriculture 2 Dv	0.52	1	Vacant	
	478400012	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400013	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478400014	RA2	Residential Agriculture 2 Dv	0.69	1	Vacant	
	478400015	RA2	Residential Agriculture 2 Dv	0.63	1	Vacant	
	478400016	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478400017	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478400018	RA2	Residential Agriculture 2 Dv	0.23	1	Vacant	
	478410005	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478410006	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410007	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478410008	RA2	Residential Agriculture 2 Dv	0.45	1	Vacant	
	478410009	RA2	Residential Agriculture 2 Dv	0.45	1	Vacant	
	478410010	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478410011	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410012	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410013	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478410014	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410015	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478410016	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412001	RA2	Residential Agriculture 2 Dv	0.44	1	Vacant	
	478412002	RA2	Residential Agriculture 2 Dv	0.72	1	Vacant	
	478412003	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412004	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412005	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412006	RA2	Residential Agriculture 2 Dv	0.39	1	Vacant	
	478412007	RA2	Residential Agriculture 2 Dv	0.43	1	Vacant	
	478412008	RA2	Residential Agriculture 2 Dv	0.61	1	Vacant	
	478412009	RA2	Residential Agriculture 2 Dv	0.47	1	Vacant	
	478412010	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478412011	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478412012	RA2	Residential Agriculture 2 Dv	0.41	1	Vacant	
	478412013	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478412014	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478412015	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	478412016	RA2	Residential Agriculture 2 Dv	0.40	1	Vacant	
	486250003	RA2	Residential Agriculture 2 Dv	2.18	1	Vacant	FLOOD
	486290001	RA2	Residential Agriculture 2 Dv	8.97	1	Vacant	
	486290002	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	486290005	RA2	Residential Agriculture 2 Dv	1.06	1	Vacant	
	486290010	RA2	Residential Agriculture 2 Dv	1.17	1	Vacant	
	486290028	RA2	Residential Agriculture 2 Dv	8.97	1	Vacant	FLOOD
	486290032	RA2	Residential Agriculture 2 Dv	8.91	1	Vacant	
	486310005	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	487060005	RA2	Residential Agriculture 2 Dv	0.62	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	487060006	RA2	Residential Agriculture 2 Dv	0.94	1	Vacant	
	487090006	RA2	Residential Agriculture 2 Dv	0.80	1	Vacant	
	487140011	RA2	Residential Agriculture 2 Dv	0.48	1	Vacant	
	487140013	RA2	Residential Agriculture 2 Dv	0.48	1	Vacant	
	487150001	RA2	Residential Agriculture 2 Dv	0.76	1	Vacant	
	487150014	RA2	Residential Agriculture 2 Dv	2.08	1	Vacant	
	487150015	RA2	Residential Agriculture 2 Dv	2.80	1	Vacant	
	487150016	RA2	Residential Agriculture 2 Dv	2.58	1	Vacant	
	487150018	RA2	Residential Agriculture 2 Dv	2.30	1	Vacant	
	487160001	RA2	Residential Agriculture 2 Dv	9.73	2	Vacant	
	487170001	RA2	Residential Agriculture 2 Dv	5.99	1	Vacant	
	487170004	RA2	Residential Agriculture 2 Dv	4.57	1	Vacant	
	487170005	RA2	Residential Agriculture 2 Dv	4.89	1	Vacant	
	487470001	RA2	Residential Agriculture 2 Dv	9.40	2	Vacant	
	487470002	RA2	Residential Agriculture 2 Dv	4.70	1	Vacant	
	487470006	RA2	Residential Agriculture 2 Dv	2.87	1	Vacant	
	488080004	RA2	Residential Agriculture 2 Dv	18.91	3	Vacant	
	488080005	RA2	Residential Agriculture 2 Dv	8.67	1	Vacant	
	488080006	RA2	Residential Agriculture 2 Dv	8.37	1	Vacant	
	488080007	RA2	Residential Agriculture 2 Dv	8.37	1	Vacant	
	488080008	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	488080009	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	488080010	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	488160004	RA2	Residential Agriculture 2 Dv	12.20	2	Vacant	
	488160005	RA2	Residential Agriculture 2 Dv	6.03	1	Vacant	
	488170007	RA2	Residential Agriculture 2 Dv	1.82	1	Vacant	
	488170011	RA2	Residential Agriculture 2 Dv	8.07	1	Vacant	
	488180017	RA2	Residential Agriculture 2 Dv	0.58	1	Vacant	
	488180022	RA2	Residential Agriculture 2 Dv	18.82	3	Vacant	
	488180023	RA2	Residential Agriculture 2 Dv	10.00	2	Vacant	
	488180024	RA2	Residential Agriculture 2 Dv	14.73	2	Vacant	
	488180025	RA2	Residential Agriculture 2 Dv	9.52	2	Vacant	
	488190023	RA2	Residential Agriculture 2 Dv	0.92	1	Vacant	
	488250001	RA2	Residential Agriculture 2 Dv	9.40	2	Vacant	
	488250002	RA2	Residential Agriculture 2 Dv	8.97	1	Vacant	
	488250013	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	488250014	RA2	Residential Agriculture 2 Dv	9.40	2	Vacant	
	488300002	RA2	Residential Agriculture 2 Dv	6.90	1	Vacant	
	488330009	RA2	Residential Agriculture 2 Dv	4.48	1	Vacant	
	488330010	RA2	Residential Agriculture 2 Dv	4.48	1	Vacant	
	488330014	RA2	Residential Agriculture 2 Dv	4.21	1	Vacant	
	488330015	RA2	Residential Agriculture 2 Dv	4.48	1	Vacant	
	488330016	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	488330017	RA2	Residential Agriculture 2 Dv	9.39	2	Vacant	
	488330018	RA2	Residential Agriculture 2 Dv	8.97	1	Vacant	
	488340001	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	488340002	RA2	Residential Agriculture 2 Dv	9.40	2	Vacant	
	488340009	RA2	Residential Agriculture 2 Dv	9.40	2	Vacant	
	488340010	RA2	Residential Agriculture 2 Dv	9.40	2	Vacant	
	488340011	RA2	Residential Agriculture 2 Dv	8.98	1	Vacant	
	474500017	R1	Suburban Residential	15.16	1	Vacant	SP
	259240004	R3	Suburban Residential	2.39	1	Vacant	
	259260027	R3	Suburban Residential	2.46	1	Vacant	
	259260029	R3	Suburban Residential	4.80	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	259260030	R3	Suburban Residential	6.65	2	Vacant	
	259260036	R3	Suburban Residential	2.35	1	Vacant	
	259260037	R3	Suburban Residential	2.11	1	Vacant	
	259260038	R3	Suburban Residential	2.30	1	Vacant	
	259260040	R3	Suburban Residential	2.47	1	Vacant	
	259260041	R3	Suburban Residential	2.50	1	Vacant	
	259260042	R3	Suburban Residential	2.29	1	Vacant	
	259520030	R3	Suburban Residential	0.13	1	Vacant	
	474490025	R3	Suburban Residential	43.21	10	Vacant	
	474711001	R3	Suburban Residential	0.55	1	Vacant	
	474711002	R3	Suburban Residential	0.54	1	Vacant	
	474711003	R3	Suburban Residential	0.53	1	Vacant	
	474711004	R3	Suburban Residential	0.70	1	Vacant	
	474711005	R3	Suburban Residential	0.54	1	Vacant	
	474711006	R3	Suburban Residential	0.57	1	Vacant	
	474711007	R3	Suburban Residential	0.66	1	Vacant	
	474711008	R3	Suburban Residential	0.57	1	Vacant	
	474711009	R3	Suburban Residential	0.37	1	Vacant	
	474711010	R3	Suburban Residential	0.45	1	Vacant	
	474712001	R3	Suburban Residential	0.48	1	Vacant	
	474712002	R3	Suburban Residential	0.47	1	Vacant	
	474712003	R3	Suburban Residential	0.51	1	Vacant	
	474712004	R3	Suburban Residential	0.75	1	Vacant	
	474712005	R3	Suburban Residential	0.40	1	Vacant	
	474712006	R3	Suburban Residential	0.42	1	Vacant	
	474712007	R3	Suburban Residential	0.55	1	Vacant	
	474713001	R3	Suburban Residential	0.48	1	Vacant	
	474713002	R3	Suburban Residential	0.59	1	Vacant	
	474713003	R3	Suburban Residential	0.40	1	Vacant	
	474720001	R3	Suburban Residential	0.51	1	Vacant	
	474720002	R3	Suburban Residential	0.52	1	Vacant	
	474720003	R3	Suburban Residential	0.52	1	Vacant	
	474720004	R3	Suburban Residential	0.54	1	Vacant	
	474720016	R3	Suburban Residential	0.32	1	Vacant	
	474721001	R3	Suburban Residential	0.41	1	Vacant	
	474721002	R3	Suburban Residential	0.47	1	Vacant	
	474721003	R3	Suburban Residential	0.47	1	Vacant	
	474721004	R3	Suburban Residential	0.47	1	Vacant	
	474721005	R3	Suburban Residential	0.46	1	Vacant	
	474722001	R3	Suburban Residential	0.88	1	Vacant	
	474722002	R3	Suburban Residential	0.62	1	Vacant	
	474722003	R3	Suburban Residential	0.60	1	Vacant	
	474722004	R3	Suburban Residential	0.52	1	Vacant	
	474722005	R3	Suburban Residential	0.45	1	Vacant	
	474722006	R3	Suburban Residential	0.44	1	Vacant	
	474722007	R3	Suburban Residential	0.39	1	Vacant	
	474723001	R3	Suburban Residential	0.54	1	Vacant	
	474723002	R3	Suburban Residential	0.58	1	Vacant	
	478040014	R3	Suburban Residential	0.76	1	Vacant	
	478040015	R3	Suburban Residential	2.65	1	Vacant	
	478040016	R3	Suburban Residential	1.26	1	Vacant	FLOOD
	478040017	R3	Suburban Residential	1.56	1	Vacant	FLOOD
	478040018	R3	Suburban Residential	1.47	1	Vacant	FLOOD
	478040020	R3	Suburban Residential	2.56	1	Vacant	FLOOD

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478040021	R3	Suburban Residential	1.79	1	Vacant	FLOOD
	478040024	R3	Suburban Residential	3.31	1	Vacant	
	478040025	R3	Suburban Residential	1.02	1	Vacant	
	478040027	R3	Suburban Residential	3.66	1	Vacant	
	478060005	R3	Suburban Residential	4.18	1	Vacant	
	478060006	R3	Suburban Residential	8.61	2	Vacant	
	478060008	R3	Suburban Residential	4.55	1	Vacant	
	478060013	R3	Suburban Residential	1.17	1	Vacant	
	478070013	R3	Suburban Residential	1.26	1	Vacant	
	478070014	R3	Suburban Residential	1.26	1	Vacant	
	478080002	R3	Suburban Residential	5.84	1	Vacant	
	478080004	R3	Suburban Residential	2.34	1	Vacant	
	478080005	R3	Suburban Residential	2.34	1	Vacant	
	478080007	R3	Suburban Residential	9.10	2	Vacant	
	478080008	R3	Suburban Residential	8.69	2	Vacant	FLOOD
	478080009	R3	Suburban Residential	0.69	1	Vacant	
	478080010	R3	Suburban Residential	0.71	1	Vacant	
	478080011	R3	Suburban Residential	0.57	1	Vacant	
	478080013	R3	Suburban Residential	8.97	2	Vacant	FLOOD
	478100002	R3	Suburban Residential	6.58	2	Vacant	FLOOD
	478100018	R3	Suburban Residential	6.39	2	Vacant	
	478100022	R3	Suburban Residential	3.76	1	Vacant	FLOOD
	478100023	R3	Suburban Residential	3.29	1	Vacant	FLOOD
	478100024	R3	Suburban Residential	1.26	1	Vacant	FLOOD
	478100025	R3	Suburban Residential	1.10	1	Vacant	
	478151036	R3	Suburban Residential	0.40	1	Vacant	
	478165002	R3	Suburban Residential	0.17	1	Vacant	
	478165021	R3	Suburban Residential	0.18	1	Vacant	
	478165022	R3	Suburban Residential	0.17	1	Vacant	
	478165023	R3	Suburban Residential	0.18	1	Vacant	
	478165024	R3	Suburban Residential	0.17	1	Vacant	
	478166015	R3	Suburban Residential	0.16	1	Vacant	
	478166028	R3	Suburban Residential	0.18	1	Vacant	
	478166030	R3	Suburban Residential	0.38	1	Vacant	
	478166031	R3	Suburban Residential	0.17	1	Vacant	
	478166032	R3	Suburban Residential	0.09	1	Vacant	
	478166033	R3	Suburban Residential	0.09	1	Vacant	
	478171010	R3	Suburban Residential	0.72	1	Vacant	
	478172003	R3	Suburban Residential	0.20	1	Vacant	
	478174027	R3	Suburban Residential	0.18	1	Vacant	
	478174035	R3	Suburban Residential	0.07	1	Vacant	
	478175002	R3	Suburban Residential	0.32	1	Vacant	
	478175004	R3	Suburban Residential	0.08	1	Vacant	
	478182002	R3	Suburban Residential	0.18	1	Vacant	
	478182011	R3	Suburban Residential	0.08	1	Vacant	
	478182058	R3	Suburban Residential	0.18	1	Vacant	
	478182060	R3	Suburban Residential	0.14	1	Vacant	
	478192050	R3	Suburban Residential	0.19	1	Vacant	
	478202053	R3	Suburban Residential	0.57	1	Vacant	
	478250001	R3	Suburban Residential	18.83	4	Vacant	FLOOD
	478280023	R3	Suburban Residential	0.23	1	Vacant	
	478280024	R3	Suburban Residential	0.23	1	Vacant	
	478280025	R3	Suburban Residential	0.23	1	Vacant	
	478280026	R3	Suburban Residential	0.23	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478280027	R3	Suburban Residential	0.23	1	Vacant	
	478280028	R3	Suburban Residential	0.23	1	Vacant	
	478280029	R3	Suburban Residential	0.24	1	Vacant	
	478280030	R3	Suburban Residential	0.23	1	Vacant	
	478280031	R3	Suburban Residential	0.28	1	Vacant	
	478280032	R3	Suburban Residential	0.24	1	Vacant	
	478280033	R3	Suburban Residential	0.26	1	Vacant	
	478280034	R3	Suburban Residential	0.23	1	Vacant	
	478280035	R3	Suburban Residential	0.25	1	Vacant	
	478280036	R3	Suburban Residential	0.25	1	Vacant	
	478280037	R3	Suburban Residential	0.23	1	Vacant	
	478280038	R3	Suburban Residential	0.26	1	Vacant	
	478280039	R3	Suburban Residential	0.23	1	Vacant	
	478280040	R3	Suburban Residential	0.25	1	Vacant	
	478280041	R3	Suburban Residential	0.24	1	Vacant	
	478280042	R3	Suburban Residential	0.23	1	Vacant	
	478353001	R3	Suburban Residential	1.00	1	Vacant	FLOOD
	478360029	R3	Suburban Residential	0.24	1	Vacant	
	478362001	R3	Suburban Residential	1.30	1	Vacant	FLOOD
	486260002	R3	Suburban Residential	9.00	2	Vacant	
	486260007	R3	Suburban Residential	8.97	2	Vacant	
	486260010	R3	Suburban Residential	8.53	2	Vacant	
	486260011	R3	Suburban Residential	8.94	2	Vacant	
	488132001	R3	Suburban Residential	0.30	1	Vacant	
	488132002	R3	Suburban Residential	0.23	1	Vacant	
	488132003	R3	Suburban Residential	0.23	1	Vacant	
	488132004	R3	Suburban Residential	0.23	1	Vacant	
	488132005	R3	Suburban Residential	0.23	1	Vacant	
	488132042	R3	Suburban Residential	0.59	1	Vacant	
	488140007	R3	Suburban Residential	0.27	1	Vacant	
	488140008	R3	Suburban Residential	0.26	1	Vacant	
	488140009	R3	Suburban Residential	0.29	1	Vacant	
	488190024	R3	Suburban Residential	6.89	2	Vacant	
	488190027	R3	Suburban Residential	9.40	2	Vacant	
	488190032	R3	Suburban Residential	2.20	1	Vacant	
	488200012	R3	Suburban Residential	2.08	1	Vacant	
	488200022	R3	Suburban Residential	1.78	1	Vacant	
	488200023	R3	Suburban Residential	1.45	1	Vacant	
	488200025	R3	Suburban Residential	27.55	7	Vacant	
	488210004	R3	Suburban Residential	1.08	1	Vacant	
	488210006	R3	Suburban Residential	10.60	3	Vacant	
	488210007	R3	Suburban Residential	10.60	3	Vacant	
	488210020	R3	Suburban Residential	9.10	2	Vacant	
	488210021	R3	Suburban Residential	9.10	2	Vacant	
	488220002	R3	Suburban Residential	9.40	2	Vacant	FLOOD
	488220003	R3	Suburban Residential	9.40	2	Vacant	FLOOD
	488220004	R3	Suburban Residential	8.61	2	Vacant	FLOOD
	488220005	R3	Suburban Residential	9.10	2	Vacant	FLOOD
	488220006	R3	Suburban Residential	2.73	1	Vacant	FLOOD
	488220007	R3	Suburban Residential	3.09	1	Vacant	
	488220011	R3	Suburban Residential	0.80	1	Vacant	
	488220012	R3	Suburban Residential	1.04	1	Vacant	
	256150025	R5	Suburban Residential	0.43	1	Vacant	
	256150026	R5	Suburban Residential	0.39	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	256150031	R5	Suburban Residential	0.46	1	Vacant	
	256150034	R5	Suburban Residential	0.50	1	Vacant	
	256150035	R5	Suburban Residential	0.43	1	Vacant	
	256181010	R5	Suburban Residential	0.58	1	Vacant	
	256181020	R5	Suburban Residential	0.69	1	Vacant	
	256182048	R5	Suburban Residential	1.40	1	Vacant	
	256191001	R5	Suburban Residential	0.26	1	Vacant	
	256191055	R5	Suburban Residential	0.32	1	Vacant	
	256191056	R5	Suburban Residential	0.96	1	Vacant	
	256191061	R5	Suburban Residential	0.44	1	Vacant	
	256222007	R5	Suburban Residential	0.31	1	Vacant	
	256222009	R5	Suburban Residential	0.13	1	Vacant	
	256222010	R5	Suburban Residential	0.15	1	Vacant	
	256222011	R5	Suburban Residential	0.27	1	Vacant	
	256222012	R5	Suburban Residential	0.33	1	Vacant	
	256244006	R5	Suburban Residential	0.23	1	Vacant	
	256244008	R5	Suburban Residential	0.14	1	Vacant	
	260040002	R5	Suburban Residential	4.67	2	Vacant	
	260040005	R5	Suburban Residential	9.67	4	Vacant	
	260040006	R5	Suburban Residential	9.67	4	Vacant	
	260040007	R5	Suburban Residential	9.67	4	Vacant	
	260040008	R5	Suburban Residential	9.67	4	Vacant	
	260040039	R5	Suburban Residential	1.05	1	Vacant	
	260040040	R5	Suburban Residential	4.31	2	Vacant	
	264361033	R5	Suburban Residential	0.15	1	Vacant	
	292193003	R5	Suburban Residential	0.23	1	Vacant	
	292202044	R5	Suburban Residential	0.17	1	Vacant	
	292202045	R5	Suburban Residential	0.17	1	Vacant	
	292202047	R5	Suburban Residential	0.22	1	Vacant	
	316020020	R5	Suburban Residential	1.22	1	Vacant	
	316020021	R5	Suburban Residential	1.22	1	Vacant	
	316020022	R5	Suburban Residential	0.91	1	Vacant	
	316020023	R5	Suburban Residential	0.91	1	Vacant	
	316020024	R5	Suburban Residential	4.69	2	Vacant	
	316020025	R5	Suburban Residential	4.80	2	Vacant	
	316020026	R5	Suburban Residential	4.37	2	Vacant	
	316030003	R5	Suburban Residential	1.16	1	Vacant	
	316030018	R5	Suburban Residential	2.48	1	Vacant	
	316030019	R5	Suburban Residential	2.48	1	Vacant	
	316030021	R5	Suburban Residential	1.38	1	Vacant	
	316100021	R5	Suburban Residential	3.53	1	Vacant	
	316100022	R5	Suburban Residential	3.53	1	Vacant	
	316100024	R5	Suburban Residential	6.73	3	Vacant	
	316100026	R5	Suburban Residential	3.06	1	Vacant	
	316110003	R5	Suburban Residential	2.37	1	Vacant	
	316110005	R5	Suburban Residential	4.19	2	Vacant	
	316110006	R5	Suburban Residential	3.81	2	Vacant	
	316110007	R5	Suburban Residential	1.85	1	Vacant	
	316110017	R5	Suburban Residential	4.83	2	Vacant	
	316110018	R5	Suburban Residential	4.85	2	Vacant	
	316160003	R5	Suburban Residential	0.62	1	Vacant	
	316160008	R5	Suburban Residential	7.25	3	Vacant	
	316160012	R5	Suburban Residential	0.17	1	Vacant	
	316160013	R5	Suburban Residential	0.04	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	422070014	R5	Suburban Residential	10.09	4	Vacant	
	422070034	R5	Suburban Residential	2.24	1	Vacant	
	422070036	R5	Suburban Residential	2.45	1	Vacant	
	474100025	R5	Suburban Residential	27.68	11	Vacant	
	474110004	R5	Suburban Residential	28.05	11	Vacant	
	474110014	R5	Suburban Residential	4.17	2	Vacant	
	474110017	R5	Suburban Residential	0.01	1	Vacant	
	474120008	R5	Suburban Residential	0.57	1	Vacant	
	474120010	R5	Suburban Residential	0.61	1	Vacant	
	474120011	R5	Suburban Residential	0.63	1	Vacant	
	474120045	R5	Suburban Residential	0.71	1	Vacant	
	474120046	R5	Suburban Residential	0.37	1	Vacant	
	474120047	R5	Suburban Residential	0.26	1	Vacant	
	474200014	R5	Suburban Residential	10.00	4	Vacant	
	474383001	R5	Suburban Residential	0.04	1	Vacant	
	474383002	R5	Suburban Residential	0.75	1	Vacant	
	474730001	R5	Suburban Residential	0.19	1	Vacant	
	474730002	R5	Suburban Residential	0.18	1	Vacant	
	474730003	R5	Suburban Residential	0.26	1	Vacant	
	474730004	R5	Suburban Residential	0.19	1	Vacant	
	474730008	R5	Suburban Residential	0.20	1	Vacant	
	474730009	R5	Suburban Residential	0.22	1	Vacant	
	474730010	R5	Suburban Residential	0.17	1	Vacant	
	474730011	R5	Suburban Residential	0.18	1	Vacant	
	474731002	R5	Suburban Residential	0.19	1	Vacant	
	474731003	R5	Suburban Residential	0.19	1	Vacant	
	474731004	R5	Suburban Residential	0.20	1	Vacant	
	474731005	R5	Suburban Residential	0.20	1	Vacant	
	474731006	R5	Suburban Residential	0.21	1	Vacant	
	474731007	R5	Suburban Residential	0.21	1	Vacant	
	474731008	R5	Suburban Residential	0.21	1	Vacant	
	474731010	R5	Suburban Residential	0.20	1	Vacant	
	474731014	R5	Suburban Residential	0.21	1	Vacant	
	474731015	R5	Suburban Residential	0.21	1	Vacant	
	474731016	R5	Suburban Residential	0.34	1	Vacant	
	474731017	R5	Suburban Residential	0.28	1	Vacant	
	474731018	R5	Suburban Residential	0.19	1	Vacant	
	474731019	R5	Suburban Residential	0.20	1	Vacant	
	474731020	R5	Suburban Residential	0.29	1	Vacant	
	474731021	R5	Suburban Residential	0.21	1	Vacant	
	474731022	R5	Suburban Residential	0.19	1	Vacant	
	474731023	R5	Suburban Residential	0.18	1	Vacant	
	474731024	R5	Suburban Residential	0.17	1	Vacant	
	474733007	R5	Suburban Residential	0.18	1	Vacant	
	474733008	R5	Suburban Residential	0.18	1	Vacant	
	474733009	R5	Suburban Residential	0.18	1	Vacant	
	474733010	R5	Suburban Residential	0.18	1	Vacant	
	474733011	R5	Suburban Residential	0.23	1	Vacant	
	474733012	R5	Suburban Residential	0.29	1	Vacant	
	475050002	R5	Suburban Residential	4.54	2	Vacant	
	475060001	R5	Suburban Residential	9.14	4	Vacant	
	475060011	R5	Suburban Residential	1.69	1	Vacant	
	475060014	R5	Suburban Residential	0.11	1	Vacant	
	475090003	R5	Suburban Residential	1.00	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	475100004	R5	Suburban Residential	0.02	1	Vacant	
	475100005	R5	Suburban Residential	0.03	1	Vacant	
	475100006	R5	Suburban Residential	0.01	1	Vacant	
	475100018	R5	Suburban Residential	0.03	1	Vacant	
	475100019	R5	Suburban Residential	0.16	1	Vacant	
	475111036	R5	Suburban Residential	0.38	1	Vacant	
	475141039	R5	Suburban Residential	0.41	1	Vacant	
	475150003	R5	Suburban Residential	4.82	2	Vacant	
	475160056	R5	Suburban Residential	0.19	1	Vacant	
	475160065	R5	Suburban Residential	1.48	1	Vacant	
	475160066	R5	Suburban Residential	0.12	1	Vacant	
	475210006	R5	Suburban Residential	0.59	1	Vacant	
	475210047	R5	Suburban Residential	0.38	1	Vacant	
	475220060	R5	Suburban Residential	0.68	1	Vacant	
	475220061	R5	Suburban Residential	0.73	1	Vacant	
	475220062	R5	Suburban Residential	0.88	1	Vacant	
	475220063	R5	Suburban Residential	0.82	1	Vacant	
	475232017	R5	Suburban Residential	0.21	1	Vacant	
	475250075	R5	Suburban Residential	0.26	1	Vacant	
	475250076	R5	Suburban Residential	0.26	1	Vacant	
	475272008	R5	Suburban Residential	0.16	1	Vacant	
	475280005	R5	Suburban Residential	0.03	1	Vacant	
	475280073	R5	Suburban Residential	0.23	1	Vacant	
	475280078	R5	Suburban Residential	0.16	1	Vacant	
	475280079	R5	Suburban Residential	0.16	1	Vacant	
	475280080	R5	Suburban Residential	0.16	1	Vacant	
	475280081	R5	Suburban Residential	0.16	1	Vacant	
	475280082	R5	Suburban Residential	0.16	1	Vacant	
	475280083	R5	Suburban Residential	0.16	1	Vacant	
	475280084	R5	Suburban Residential	0.16	1	Vacant	
	475280085	R5	Suburban Residential	0.16	1	Vacant	
	475351019	R5	Suburban Residential	0.96	1	Vacant	
	475360001	R5	Suburban Residential	0.22	1	Vacant	
	475360002	R5	Suburban Residential	0.21	1	Vacant	
	475360003	R5	Suburban Residential	0.21	1	Vacant	
	475360004	R5	Suburban Residential	0.21	1	Vacant	
	475360005	R5	Suburban Residential	0.21	1	Vacant	
	475360006	R5	Suburban Residential	0.21	1	Vacant	
	475360007	R5	Suburban Residential	0.21	1	Vacant	
	475360008	R5	Suburban Residential	0.21	1	Vacant	
	475360009	R5	Suburban Residential	0.21	1	Vacant	
	475361009	R5	Suburban Residential	0.22	1	Vacant	
	475361010	R5	Suburban Residential	0.22	1	Vacant	
	475361011	R5	Suburban Residential	0.22	1	Vacant	
	475361012	R5	Suburban Residential	0.22	1	Vacant	
	475361013	R5	Suburban Residential	0.22	1	Vacant	
	475361014	R5	Suburban Residential	0.22	1	Vacant	
	478090011	R5	Suburban Residential	8.04	3	Vacant	
	478090012	R5	Suburban Residential	2.44	1	Vacant	
	478090015	R5	Suburban Residential	1.86	1	Vacant	
	478090019	R5	Suburban Residential	2.18	1	Vacant	
	478090022	R5	Suburban Residential	1.09	1	Vacant	
	478090030	R5	Suburban Residential	0.81	1	Vacant	
	478090031	R5	Suburban Residential	1.14	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	478220002	R5	Suburban Residential	9.39	4	Vacant	
	478220003	R5	Suburban Residential	8.98	4	Vacant	
	478220012	R5	Suburban Residential	8.98	4	Vacant	
	478220013	R5	Suburban Residential	9.39	4	Vacant	
	479132049	R5	Suburban Residential	0.21	1	Vacant	RDA
	479150062	R5	Suburban Residential	0.97	1	Vacant	
	479170002	R5	Suburban Residential	0.20	1	Vacant	
	479170033	R5	Suburban Residential	0.69	1	Vacant	
	479391054	R5	Suburban Residential	0.03	1	Vacant	RDA
	479391060	R5	Suburban Residential	0.01	1	Vacant	RDA
	479391062	R5	Suburban Residential	0.05	1	Vacant	RDA
	479670001	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670002	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670003	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670004	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670005	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670006	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670007	R5	Suburban Residential	0.18	1	Vacant	RDA
	479670008	R5	Suburban Residential	0.18	1	Vacant	RDA
	479670009	R5	Suburban Residential	0.17	1	Vacant	RDA
	479670010	R5	Suburban Residential	0.18	1	Vacant	RDA
	479670031	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670032	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670033	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670034	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670035	R5	Suburban Residential	0.21	1	Vacant	RDA
	479670036	R5	Suburban Residential	0.22	1	Vacant	RDA
	479670037	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670038	R5	Suburban Residential	0.20	1	Vacant	RDA
	479670039	R5	Suburban Residential	0.19	1	Vacant	RDA
	479670040	R5	Suburban Residential	0.20	1	Vacant	RDA
	479671001	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671002	R5	Suburban Residential	0.18	1	Vacant	RDA
	479671003	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671004	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671005	R5	Suburban Residential	0.17	1	Vacant	RDA
	479671006	R5	Suburban Residential	0.18	1	Vacant	RDA
	479671020	R5	Suburban Residential	0.18	1	Vacant	RDA
	479671021	R5	Suburban Residential	0.24	1	Vacant	RDA
	481342020	R5	Suburban Residential	0.12	1	Vacant	
	481342021	R5	Suburban Residential	0.48	1	Vacant	
	481342022	R5	Suburban Residential	0.51	1	Vacant	
	482121001	R5	Suburban Residential	4.34	2	Vacant	RDA
	482152042	R5	Suburban Residential	0.01	1	Vacant	RDA
	482161021	R5	Suburban Residential	4.06	2	Vacant	RDA
	482161022	R5	Suburban Residential	1.15	1	Vacant	RDA
	482161023	R5	Suburban Residential	1.11	1	Vacant	RDA
	482161024	R5	Suburban Residential	2.30	1	Vacant	RDA
	482170009	R5	Suburban Residential	0.77	1	Vacant	
	482170011	R5	Suburban Residential	0.39	1	Vacant	
	482170014	R5	Suburban Residential	0.02	1	Vacant	
	482170016	R5	Suburban Residential	0.02	1	Vacant	
	482170049	R5	Suburban Residential	0.39	1	Vacant	
	482170050	R5	Suburban Residential	0.06	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	482170051	R5	Suburban Residential	0.03	1	Vacant	
	484201027	R5	Suburban Residential	0.17	1	Vacant	
	484201028	R5	Suburban Residential	0.17	1	Vacant	
	484201029	R5	Suburban Residential	0.17	1	Vacant	
	484201030	R5	Suburban Residential	0.17	1	Vacant	
	484201031	R5	Suburban Residential	0.17	1	Vacant	
	484201032	R5	Suburban Residential	0.18	1	Vacant	
	484201033	R5	Suburban Residential	0.19	1	Vacant	
	484201034	R5	Suburban Residential	0.17	1	Vacant	
	484201035	R5	Suburban Residential	0.17	1	Vacant	
	484201036	R5	Suburban Residential	0.17	1	Vacant	
	484201037	R5	Suburban Residential	0.17	1	Vacant	
	484201038	R5	Suburban Residential	0.26	1	Vacant	
	484201039	R5	Suburban Residential	0.27	1	Vacant	
	484201040	R5	Suburban Residential	0.24	1	Vacant	
	484201041	R5	Suburban Residential	0.17	1	Vacant	
	484201042	R5	Suburban Residential	0.17	1	Vacant	
	484201043	R5	Suburban Residential	0.21	1	Vacant	
	484201044	R5	Suburban Residential	0.19	1	Vacant	
	484201045	R5	Suburban Residential	0.17	1	Vacant	
	484201046	R5	Suburban Residential	0.17	1	Vacant	
	484201047	R5	Suburban Residential	0.23	1	Vacant	
	484201048	R5	Suburban Residential	0.27	1	Vacant	
	484201049	R5	Suburban Residential	0.26	1	Vacant	
	484201050	R5	Suburban Residential	0.17	1	Vacant	
	484201051	R5	Suburban Residential	0.17	1	Vacant	
	484201052	R5	Suburban Residential	0.17	1	Vacant	
	484201053	R5	Suburban Residential	0.17	1	Vacant	
	484201054	R5	Suburban Residential	0.18	1	Vacant	
	484203001	R5	Suburban Residential	0.20	1	Vacant	
	484203002	R5	Suburban Residential	0.19	1	Vacant	
	484203003	R5	Suburban Residential	0.19	1	Vacant	
	484203004	R5	Suburban Residential	0.17	1	Vacant	
	484203005	R5	Suburban Residential	0.17	1	Vacant	
	484203006	R5	Suburban Residential	0.17	1	Vacant	
	484203007	R5	Suburban Residential	0.17	1	Vacant	
	484203008	R5	Suburban Residential	0.19	1	Vacant	
	484203009	R5	Suburban Residential	0.25	1	Vacant	
	485020005	R5	Suburban Residential	8.04	3	Vacant	FLOOD,RDA
	485032001	R5	Suburban Residential	0.16	1	Vacant	RDA
	485032013	R5	Suburban Residential	0.17	1	Vacant	RDA
	485111001	R5	Suburban Residential	0.17	1	Vacant	
	485111002	R5	Suburban Residential	0.17	1	Vacant	
	485111003	R5	Suburban Residential	0.17	1	Vacant	
	485111004	R5	Suburban Residential	0.17	1	Vacant	
	485111005	R5	Suburban Residential	0.17	1	Vacant	
	485111006	R5	Suburban Residential	0.17	1	Vacant	
	485111007	R5	Suburban Residential	0.15	1	Vacant	
	485111008	R5	Suburban Residential	0.19	1	Vacant	
	485111009	R5	Suburban Residential	0.23	1	Vacant	
	485111010	R5	Suburban Residential	0.21	1	Vacant	
	485111011	R5	Suburban Residential	0.20	1	Vacant	
	485111012	R5	Suburban Residential	0.16	1	Vacant	
	485111013	R5	Suburban Residential	0.17	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	485111014	R5	Suburban Residential	0.17	1	Vacant	
	485111015	R5	Suburban Residential	0.17	1	Vacant	
	485111016	R5	Suburban Residential	0.17	1	Vacant	
	485111017	R5	Suburban Residential	0.17	1	Vacant	
	485111018	R5	Suburban Residential	0.19	1	Vacant	
	485112001	R5	Suburban Residential	0.19	1	Vacant	
	485112002	R5	Suburban Residential	0.17	1	Vacant	
	485112003	R5	Suburban Residential	0.17	1	Vacant	
	485112004	R5	Suburban Residential	0.17	1	Vacant	
	485112005	R5	Suburban Residential	0.17	1	Vacant	
	485112006	R5	Suburban Residential	0.21	1	Vacant	
	485112007	R5	Suburban Residential	0.20	1	Vacant	
	485112008	R5	Suburban Residential	0.20	1	Vacant	
	485112022	R5	Suburban Residential	0.20	1	Vacant	
	485112023	R5	Suburban Residential	0.19	1	Vacant	
	485113003	R5	Suburban Residential	0.18	1	Vacant	
	485113004	R5	Suburban Residential	0.21	1	Vacant	
	485113005	R5	Suburban Residential	0.20	1	Vacant	
	485113006	R5	Suburban Residential	0.18	1	Vacant	
	485113007	R5	Suburban Residential	0.18	1	Vacant	
	485113008	R5	Suburban Residential	0.17	1	Vacant	
	485113009	R5	Suburban Residential	0.17	1	Vacant	
	485113010	R5	Suburban Residential	0.17	1	Vacant	
	485113011	R5	Suburban Residential	0.17	1	Vacant	
	485113012	R5	Suburban Residential	0.17	1	Vacant	
	485113013	R5	Suburban Residential	0.17	1	Vacant	
	485113014	R5	Suburban Residential	0.17	1	Vacant	
	485113015	R5	Suburban Residential	0.17	1	Vacant	
	485113016	R5	Suburban Residential	0.18	1	Vacant	
	485113017	R5	Suburban Residential	0.23	1	Vacant	
	485113018	R5	Suburban Residential	0.21	1	Vacant	
	485113019	R5	Suburban Residential	0.17	1	Vacant	
	485113020	R5	Suburban Residential	0.17	1	Vacant	
	485113021	R5	Suburban Residential	0.17	1	Vacant	
	485113022	R5	Suburban Residential	0.17	1	Vacant	
	485113023	R5	Suburban Residential	0.17	1	Vacant	
	485113024	R5	Suburban Residential	0.17	1	Vacant	
	485113025	R5	Suburban Residential	0.17	1	Vacant	
	485113026	R5	Suburban Residential	0.17	1	Vacant	
	485113027	R5	Suburban Residential	0.17	1	Vacant	
	485113028	R5	Suburban Residential	0.17	1	Vacant	
	485113029	R5	Suburban Residential	0.18	1	Vacant	
	485113033	R5	Suburban Residential	0.17	1	Vacant	
	485114001	R5	Suburban Residential	0.19	1	Vacant	
	485114002	R5	Suburban Residential	0.17	1	Vacant	
	485114003	R5	Suburban Residential	0.17	1	Vacant	
	485114004	R5	Suburban Residential	0.17	1	Vacant	
	485114005	R5	Suburban Residential	0.17	1	Vacant	
	485114006	R5	Suburban Residential	0.17	1	Vacant	
	485114007	R5	Suburban Residential	0.17	1	Vacant	
	485114008	R5	Suburban Residential	0.17	1	Vacant	
	485114009	R5	Suburban Residential	0.17	1	Vacant	
	485114010	R5	Suburban Residential	0.17	1	Vacant	
	485114011	R5	Suburban Residential	0.19	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	485114012	R5	Suburban Residential	0.19	1	Vacant	
	485114013	R5	Suburban Residential	0.17	1	Vacant	
	485114014	R5	Suburban Residential	0.17	1	Vacant	
	485114015	R5	Suburban Residential	0.17	1	Vacant	
	485114016	R5	Suburban Residential	0.17	1	Vacant	
	485114017	R5	Suburban Residential	0.17	1	Vacant	
	485114018	R5	Suburban Residential	0.17	1	Vacant	
	485114019	R5	Suburban Residential	0.17	1	Vacant	
	485114020	R5	Suburban Residential	0.17	1	Vacant	
	485114021	R5	Suburban Residential	0.17	1	Vacant	
	485114022	R5	Suburban Residential	0.17	1	Vacant	
	485121001	R5	Suburban Residential	0.18	1	Vacant	
	485121002	R5	Suburban Residential	0.18	1	Vacant	
	485121003	R5	Suburban Residential	0.17	1	Vacant	
	485121004	R5	Suburban Residential	0.17	1	Vacant	
	485121005	R5	Suburban Residential	0.17	1	Vacant	
	485121006	R5	Suburban Residential	0.17	1	Vacant	
	485121007	R5	Suburban Residential	0.17	1	Vacant	
	485121008	R5	Suburban Residential	0.17	1	Vacant	
	485121009	R5	Suburban Residential	0.17	1	Vacant	
	485121010	R5	Suburban Residential	0.19	1	Vacant	
	485121014	R5	Suburban Residential	0.17	1	Vacant	
	485121015	R5	Suburban Residential	0.17	1	Vacant	
	485121016	R5	Suburban Residential	0.16	1	Vacant	
	485121017	R5	Suburban Residential	0.18	1	Vacant	
	485121018	R5	Suburban Residential	0.19	1	Vacant	
	485121019	R5	Suburban Residential	0.23	1	Vacant	
	485121020	R5	Suburban Residential	0.20	1	Vacant	
	485121021	R5	Suburban Residential	0.21	1	Vacant	
	485121024	R5	Suburban Residential	0.07	1	Vacant	
	485121025	R5	Suburban Residential	0.18	1	Vacant	
	485122001	R5	Suburban Residential	0.17	1	Vacant	
	485122002	R5	Suburban Residential	0.17	1	Vacant	
	485122003	R5	Suburban Residential	0.17	1	Vacant	
	485122004	R5	Suburban Residential	0.17	1	Vacant	
	485122005	R5	Suburban Residential	0.17	1	Vacant	
	485122006	R5	Suburban Residential	0.21	1	Vacant	
	485122007	R5	Suburban Residential	0.19	1	Vacant	
	485122008	R5	Suburban Residential	0.23	1	Vacant	
	485122009	R5	Suburban Residential	0.26	1	Vacant	
	485122010	R5	Suburban Residential	0.17	1	Vacant	
	485122011	R5	Suburban Residential	0.17	1	Vacant	
	485122012	R5	Suburban Residential	0.19	1	Vacant	
	485123001	R5	Suburban Residential	0.18	1	Vacant	
	485123002	R5	Suburban Residential	0.19	1	Vacant	
	485123003	R5	Suburban Residential	0.19	1	Vacant	
	485123004	R5	Suburban Residential	0.30	1	Vacant	
	485123005	R5	Suburban Residential	0.30	1	Vacant	
	485123006	R5	Suburban Residential	0.18	1	Vacant	
	485123007	R5	Suburban Residential	0.18	1	Vacant	
	485123008	R5	Suburban Residential	0.17	1	Vacant	
	485123009	R5	Suburban Residential	0.17	1	Vacant	
	485123010	R5	Suburban Residential	0.17	1	Vacant	
	485123011	R5	Suburban Residential	0.17	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	485123012	R5	Suburban Residential	0.17	1	Vacant	
	485123013	R5	Suburban Residential	0.17	1	Vacant	
	485123014	R5	Suburban Residential	0.17	1	Vacant	
	485123015	R5	Suburban Residential	0.20	1	Vacant	
	485123016	R5	Suburban Residential	0.19	1	Vacant	
	485123017	R5	Suburban Residential	0.17	1	Vacant	
	485123018	R5	Suburban Residential	0.17	1	Vacant	
	485123019	R5	Suburban Residential	0.17	1	Vacant	
	485123020	R5	Suburban Residential	0.17	1	Vacant	
	485123021	R5	Suburban Residential	0.17	1	Vacant	
	485123022	R5	Suburban Residential	0.17	1	Vacant	
	485123023	R5	Suburban Residential	0.17	1	Vacant	
	485123024	R5	Suburban Residential	0.18	1	Vacant	
	485123025	R5	Suburban Residential	0.18	1	Vacant	
	485123026	R5	Suburban Residential	0.18	1	Vacant	
	485123027	R5	Suburban Residential	0.17	1	Vacant	
	485123028	R5	Suburban Residential	0.17	1	Vacant	
	485123029	R5	Suburban Residential	0.17	1	Vacant	
	485123030	R5	Suburban Residential	0.17	1	Vacant	
	485123031	R5	Suburban Residential	0.19	1	Vacant	
	485220023	R5	Suburban Residential	18.06	7	Vacant	
	485220024	R5	Suburban Residential	17.77	7	Vacant	
	485220032	R5	Suburban Residential	19.12	8	Vacant	
	486240002	R5	Suburban Residential	9.00	4	Vacant	FLOOD
	486240011	R5	Suburban Residential	18.78	8	Vacant	FLOOD
	486250007	R5	Suburban Residential	9.39	4	Vacant	
	486260008	R5	Suburban Residential	9.39	4	Vacant	
	486260009	R5	Suburban Residential	8.97	4	Vacant	FLOOD
	486310014	R5	Suburban Residential	8.96	4	Vacant	FLOOD
	486522012	R5	Suburban Residential	0.76	1	Vacant	
	486522013	R5	Suburban Residential	4.58	2	Vacant	FLOOD
	486540001	R5	Suburban Residential	0.17	1	Vacant	FLOOD
	486540002	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540003	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540004	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540005	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540006	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540007	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540008	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486540009	R5	Suburban Residential	0.18	1	Vacant	FLOOD
	486540010	R5	Suburban Residential	0.46	1	Vacant	FLOOD
	486542010	R5	Suburban Residential	0.17	1	Vacant	
	486542011	R5	Suburban Residential	0.18	1	Vacant	
	486542012	R5	Suburban Residential	0.18	1	Vacant	
	486550001	R5	Suburban Residential	0.20	1	Vacant	FLOOD
	486550002	R5	Suburban Residential	0.22	1	Vacant	FLOOD
	486550003	R5	Suburban Residential	0.16	1	Vacant	FLOOD
	486550004	R5	Suburban Residential	0.17	1	Vacant	
	486550005	R5	Suburban Residential	0.18	1	Vacant	
	486550006	R5	Suburban Residential	0.18	1	Vacant	
	486550007	R5	Suburban Residential	0.18	1	Vacant	
	486550008	R5	Suburban Residential	0.19	1	Vacant	
	486550009	R5	Suburban Residential	0.75	1	Vacant	FLOOD
	486550010	R5	Suburban Residential	0.44	1	Vacant	FLOOD

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	487042010	R5	Suburban Residential	0.01	1	Vacant	
	487053001	R5	Suburban Residential	0.03	1	Vacant	
	487060001	R5	Suburban Residential	0.18	1	Vacant	
	487060002	R5	Suburban Residential	6.42	3	Vacant	
	487091002	R5	Suburban Residential	0.17	1	Vacant	
	487092001	R5	Suburban Residential	0.02	1	Vacant	
	487103031	R5	Suburban Residential	0.06	1	Vacant	
	487103032	R5	Suburban Residential	0.07	1	Vacant	
	487192001	R5	Suburban Residential	0.18	1	Vacant	
	487230008	R5	Suburban Residential	0.20	1	Vacant	
	487230009	R5	Suburban Residential	0.23	1	Vacant	
	487230015	R5	Suburban Residential	0.20	1	Vacant	
	487230016	R5	Suburban Residential	0.19	1	Vacant	
	487250001	R5	Suburban Residential	6.70	3	Vacant	RDA
	487250002	R5	Suburban Residential	2.69	1	Vacant	RDA
	487250003	R5	Suburban Residential	18.66	7	Vacant	RDA
	487260002	R5	Suburban Residential	2.44	1	Vacant	
	487260003	R5	Suburban Residential	2.44	1	Vacant	
	487320001	R5	Suburban Residential	0.21	1	Vacant	
	487320002	R5	Suburban Residential	0.20	1	Vacant	
	487320003	R5	Suburban Residential	0.20	1	Vacant	
	487320004	R5	Suburban Residential	0.20	1	Vacant	
	487320005	R5	Suburban Residential	0.21	1	Vacant	
	487320006	R5	Suburban Residential	0.25	1	Vacant	
	487320007	R5	Suburban Residential	0.27	1	Vacant	
	487320008	R5	Suburban Residential	0.18	1	Vacant	
	487320009	R5	Suburban Residential	0.21	1	Vacant	
	487320010	R5	Suburban Residential	0.26	1	Vacant	
	487320011	R5	Suburban Residential	0.27	1	Vacant	
	487320012	R5	Suburban Residential	0.21	1	Vacant	
	487320013	R5	Suburban Residential	0.23	1	Vacant	
	487320014	R5	Suburban Residential	0.93	1	Vacant	
	487321001	R5	Suburban Residential	0.22	1	Vacant	
	487321002	R5	Suburban Residential	0.18	1	Vacant	
	487321003	R5	Suburban Residential	0.23	1	Vacant	
	487321004	R5	Suburban Residential	0.25	1	Vacant	
	487321005	R5	Suburban Residential	0.19	1	Vacant	
	487321006	R5	Suburban Residential	0.17	1	Vacant	
	487321007	R5	Suburban Residential	0.20	1	Vacant	
	487321008	R5	Suburban Residential	0.22	1	Vacant	
	487321009	R5	Suburban Residential	0.23	1	Vacant	
	487321010	R5	Suburban Residential	0.22	1	Vacant	
	487321011	R5	Suburban Residential	0.20	1	Vacant	
	487321012	R5	Suburban Residential	0.19	1	Vacant	
	487321013	R5	Suburban Residential	0.18	1	Vacant	
	487321014	R5	Suburban Residential	0.17	1	Vacant	
	487321015	R5	Suburban Residential	0.17	1	Vacant	
	487321016	R5	Suburban Residential	0.17	1	Vacant	
	487321017	R5	Suburban Residential	0.18	1	Vacant	
	487321018	R5	Suburban Residential	0.19	1	Vacant	
	487321019	R5	Suburban Residential	0.17	1	Vacant	
	487321020	R5	Suburban Residential	0.17	1	Vacant	
	487321021	R5	Suburban Residential	0.17	1	Vacant	
	487321022	R5	Suburban Residential	0.18	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	487321023	R5	Suburban Residential	0.19	1	Vacant	
	487321024	R5	Suburban Residential	0.20	1	Vacant	
	487321025	R5	Suburban Residential	0.21	1	Vacant	
	487321026	R5	Suburban Residential	0.19	1	Vacant	
	487321027	R5	Suburban Residential	0.23	1	Vacant	
	487321028	R5	Suburban Residential	0.19	1	Vacant	
	487321029	R5	Suburban Residential	0.29	1	Vacant	
	487321030	R5	Suburban Residential	0.23	1	Vacant	
	487321031	R5	Suburban Residential	0.24	1	Vacant	
	487321032	R5	Suburban Residential	0.29	1	Vacant	
	487330001	R5	Suburban Residential	0.21	1	Vacant	
	487330002	R5	Suburban Residential	0.19	1	Vacant	
	487330003	R5	Suburban Residential	0.21	1	Vacant	
	487330004	R5	Suburban Residential	0.17	1	Vacant	
	487332013	R5	Suburban Residential	0.22	1	Vacant	
	487332014	R5	Suburban Residential	0.22	1	Vacant	
	487332015	R5	Suburban Residential	0.22	1	Vacant	
	487332016	R5	Suburban Residential	0.22	1	Vacant	
	487332017	R5	Suburban Residential	0.22	1	Vacant	
	487333001	R5	Suburban Residential	0.18	1	Vacant	
	487333002	R5	Suburban Residential	0.18	1	Vacant	
	487333003	R5	Suburban Residential	0.18	1	Vacant	
	487333004	R5	Suburban Residential	0.18	1	Vacant	
	487333005	R5	Suburban Residential	0.18	1	Vacant	
	487333009	R5	Suburban Residential	0.21	1	Vacant	
	487333010	R5	Suburban Residential	0.20	1	Vacant	
	487333011	R5	Suburban Residential	0.23	1	Vacant	
	487333012	R5	Suburban Residential	0.22	1	Vacant	
	487340001	R5	Suburban Residential	0.21	1	Vacant	
	487340002	R5	Suburban Residential	0.21	1	Vacant	
	487340003	R5	Suburban Residential	0.19	1	Vacant	
	487340004	R5	Suburban Residential	0.26	1	Vacant	
	487340005	R5	Suburban Residential	0.32	1	Vacant	
	487340006	R5	Suburban Residential	0.25	1	Vacant	
	487340007	R5	Suburban Residential	0.19	1	Vacant	
	487340008	R5	Suburban Residential	0.19	1	Vacant	
	487340009	R5	Suburban Residential	0.19	1	Vacant	
	487340010	R5	Suburban Residential	0.19	1	Vacant	
	487340011	R5	Suburban Residential	0.19	1	Vacant	
	487340012	R5	Suburban Residential	0.19	1	Vacant	
	487340013	R5	Suburban Residential	0.19	1	Vacant	
	487340014	R5	Suburban Residential	0.18	1	Vacant	
	487340015	R5	Suburban Residential	0.18	1	Vacant	
	487340016	R5	Suburban Residential	0.18	1	Vacant	
	487340017	R5	Suburban Residential	0.18	1	Vacant	
	487340018	R5	Suburban Residential	0.18	1	Vacant	
	487340020	R5	Suburban Residential	0.19	1	Vacant	
	487341001	R5	Suburban Residential	0.23	1	Vacant	
	487341002	R5	Suburban Residential	0.21	1	Vacant	
	487341003	R5	Suburban Residential	0.21	1	Vacant	
	487341004	R5	Suburban Residential	0.21	1	Vacant	
	487341005	R5	Suburban Residential	0.21	1	Vacant	
	487341011	R5	Suburban Residential	0.27	1	Vacant	
	487341012	R5	Suburban Residential	0.21	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	487341013	R5	Suburban Residential	0.18	1	Vacant	
	487341014	R5	Suburban Residential	0.18	1	Vacant	
	487341015	R5	Suburban Residential	0.19	1	Vacant	
	487341016	R5	Suburban Residential	0.19	1	Vacant	
	487341017	R5	Suburban Residential	0.19	1	Vacant	
	487341018	R5	Suburban Residential	0.19	1	Vacant	
	487341019	R5	Suburban Residential	0.19	1	Vacant	
	487341020	R5	Suburban Residential	0.18	1	Vacant	
	487341021	R5	Suburban Residential	0.18	1	Vacant	
	487341022	R5	Suburban Residential	0.17	1	Vacant	
	487341023	R5	Suburban Residential	0.22	1	Vacant	
	487342001	R5	Suburban Residential	0.20	1	Vacant	
	487342002	R5	Suburban Residential	0.19	1	Vacant	
	487342003	R5	Suburban Residential	0.28	1	Vacant	
	487342005	R5	Suburban Residential	0.36	1	Vacant	
	487343001	R5	Suburban Residential	0.21	1	Vacant	
	487343002	R5	Suburban Residential	0.17	1	Vacant	
	487343003	R5	Suburban Residential	0.22	1	Vacant	
	487343004	R5	Suburban Residential	0.24	1	Vacant	
	487343005	R5	Suburban Residential	0.24	1	Vacant	
	487343006	R5	Suburban Residential	0.24	1	Vacant	
	487343007	R5	Suburban Residential	0.24	1	Vacant	
	487343008	R5	Suburban Residential	0.24	1	Vacant	
	487343009	R5	Suburban Residential	0.24	1	Vacant	
	487343010	R5	Suburban Residential	0.24	1	Vacant	
	487343011	R5	Suburban Residential	0.34	1	Vacant	
	487370013	R5	Suburban Residential	8.53	3	Vacant	
	487470014	R5	Suburban Residential	5.41	2	Vacant	
	487470016	R5	Suburban Residential	0.85	1	Vacant	
	487470019	R5	Suburban Residential	18.04	7	Vacant	
	487470020	R5	Suburban Residential	9.40	4	Vacant	
	487470021	R5	Suburban Residential	8.98	4	Vacant	
	487531020	R5	Suburban Residential	0.97	1	Vacant	
	488120001	R5	Suburban Residential	0.19	1	Vacant	RDA
	488120002	R5	Suburban Residential	0.16	1	Vacant	RDA
	488120004	R5	Suburban Residential	0.26	1	Vacant	RDA
	488120005	R5	Suburban Residential	0.17	1	Vacant	RDA
	488120006	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120007	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120008	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120009	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120010	R5	Suburban Residential	0.19	1	Vacant	RDA
	488120011	R5	Suburban Residential	0.24	1	Vacant	RDA
	488120012	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120013	R5	Suburban Residential	0.15	1	Vacant	RDA
	488120014	R5	Suburban Residential	0.01	1	Vacant	RDA
	488120015	R5	Suburban Residential	0.17	1	Vacant	
	488120016	R5	Suburban Residential	0.17	1	Vacant	
	488120017	R5	Suburban Residential	0.18	1	Vacant	
	488120018	R5	Suburban Residential	0.17	1	Vacant	
	488120019	R5	Suburban Residential	0.15	1	Vacant	
	488120020	R5	Suburban Residential	0.20	1	Vacant	
	488120021	R5	Suburban Residential	0.24	1	Vacant	
	488120022	R5	Suburban Residential	0.29	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488120023	R5	Suburban Residential	0.20	1	Vacant	
	488120024	R5	Suburban Residential	0.15	1	Vacant	
	488120025	R5	Suburban Residential	0.16	1	Vacant	
	488120026	R5	Suburban Residential	0.15	1	Vacant	
	488120027	R5	Suburban Residential	0.14	1	Vacant	
	488120028	R5	Suburban Residential	0.14	1	Vacant	
	488120029	R5	Suburban Residential	0.14	1	Vacant	
	488120030	R5	Suburban Residential	0.20	1	Vacant	
	488120031	R5	Suburban Residential	0.16	1	Vacant	
	488120032	R5	Suburban Residential	0.15	1	Vacant	
	488120037	R5	Suburban Residential	1.94	1	Vacant	
	488121001	R5	Suburban Residential	0.15	1	Vacant	RDA
	488121002	R5	Suburban Residential	0.16	1	Vacant	RDA
	488121003	R5	Suburban Residential	0.16	1	Vacant	RDA
	488121004	R5	Suburban Residential	0.01	1	Vacant	RDA
	488121005	R5	Suburban Residential	0.20	1	Vacant	
	488121006	R5	Suburban Residential	0.22	1	Vacant	
	488121007	R5	Suburban Residential	0.14	1	Vacant	
	488121008	R5	Suburban Residential	0.15	1	Vacant	
	488121009	R5	Suburban Residential	0.14	1	Vacant	
	488121010	R5	Suburban Residential	0.14	1	Vacant	
	488121011	R5	Suburban Residential	0.15	1	Vacant	
	488121012	R5	Suburban Residential	0.16	1	Vacant	
	488121013	R5	Suburban Residential	0.15	1	Vacant	
	488121014	R5	Suburban Residential	0.15	1	Vacant	
	488121015	R5	Suburban Residential	0.14	1	Vacant	
	488121016	R5	Suburban Residential	0.21	1	Vacant	
	488121017	R5	Suburban Residential	0.27	1	Vacant	
	488121018	R5	Suburban Residential	0.21	1	Vacant	
	488121019	R5	Suburban Residential	0.26	1	Vacant	
	488121020	R5	Suburban Residential	0.14	1	Vacant	
	488121021	R5	Suburban Residential	0.15	1	Vacant	
	488121022	R5	Suburban Residential	0.15	1	Vacant	
	488121023	R5	Suburban Residential	0.15	1	Vacant	
	488130001	R5	Suburban Residential	0.15	1	Vacant	
	488130002	R5	Suburban Residential	0.15	1	Vacant	
	488130003	R5	Suburban Residential	0.15	1	Vacant	
	488130004	R5	Suburban Residential	0.16	1	Vacant	
	488131001	R5	Suburban Residential	0.16	1	Vacant	
	488131002	R5	Suburban Residential	0.15	1	Vacant	
	488131003	R5	Suburban Residential	0.15	1	Vacant	
	488131004	R5	Suburban Residential	0.15	1	Vacant	
	488131005	R5	Suburban Residential	0.19	1	Vacant	
	488131006	R5	Suburban Residential	0.25	1	Vacant	
	488131007	R5	Suburban Residential	0.16	1	Vacant	
	488131008	R5	Suburban Residential	0.14	1	Vacant	
	488131009	R5	Suburban Residential	0.14	1	Vacant	
	488132006	R5	Suburban Residential	0.16	1	Vacant	
	488132007	R5	Suburban Residential	0.14	1	Vacant	
	488132008	R5	Suburban Residential	0.14	1	Vacant	
	488132009	R5	Suburban Residential	0.14	1	Vacant	
	488132010	R5	Suburban Residential	0.14	1	Vacant	
	488132011	R5	Suburban Residential	0.14	1	Vacant	
	488132012	R5	Suburban Residential	0.15	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488132013	R5	Suburban Residential	0.17	1	Vacant	
	488132014	R5	Suburban Residential	0.22	1	Vacant	
	488132015	R5	Suburban Residential	0.21	1	Vacant	
	488132016	R5	Suburban Residential	0.19	1	Vacant	
	488132017	R5	Suburban Residential	0.18	1	Vacant	
	488132018	R5	Suburban Residential	0.15	1	Vacant	
	488132019	R5	Suburban Residential	0.16	1	Vacant	
	488132020	R5	Suburban Residential	0.16	1	Vacant	
	488132021	R5	Suburban Residential	0.16	1	Vacant	
	488132022	R5	Suburban Residential	0.16	1	Vacant	
	488132023	R5	Suburban Residential	0.16	1	Vacant	
	488132024	R5	Suburban Residential	0.16	1	Vacant	
	488132025	R5	Suburban Residential	0.16	1	Vacant	
	488132029	R5	Suburban Residential	0.15	1	Vacant	
	488132030	R5	Suburban Residential	0.15	1	Vacant	
	488132031	R5	Suburban Residential	0.15	1	Vacant	
	488132032	R5	Suburban Residential	0.15	1	Vacant	
	488132033	R5	Suburban Residential	0.15	1	Vacant	
	488132034	R5	Suburban Residential	0.15	1	Vacant	
	488132035	R5	Suburban Residential	0.15	1	Vacant	
	488132036	R5	Suburban Residential	0.15	1	Vacant	
	488132037	R5	Suburban Residential	0.15	1	Vacant	
	488132038	R5	Suburban Residential	0.15	1	Vacant	
	488132039	R5	Suburban Residential	0.15	1	Vacant	
	488132040	R5	Suburban Residential	0.15	1	Vacant	
	488132041	R5	Suburban Residential	0.16	1	Vacant	
	488133001	R5	Suburban Residential	0.14	1	Vacant	
	488133002	R5	Suburban Residential	0.18	1	Vacant	
	488133003	R5	Suburban Residential	0.18	1	Vacant	
	488133004	R5	Suburban Residential	0.16	1	Vacant	
	488133005	R5	Suburban Residential	0.16	1	Vacant	
	488133006	R5	Suburban Residential	0.16	1	Vacant	
	488133007	R5	Suburban Residential	0.16	1	Vacant	
	488133008	R5	Suburban Residential	0.16	1	Vacant	
	488133009	R5	Suburban Residential	0.16	1	Vacant	
	488133010	R5	Suburban Residential	0.16	1	Vacant	
	488133011	R5	Suburban Residential	0.16	1	Vacant	
	488133012	R5	Suburban Residential	0.15	1	Vacant	
	488133013	R5	Suburban Residential	0.22	1	Vacant	
	488133014	R5	Suburban Residential	0.33	1	Vacant	
	488133015	R5	Suburban Residential	0.22	1	Vacant	
	488133016	R5	Suburban Residential	0.22	1	Vacant	
	488133019	R5	Suburban Residential	0.17	1	Vacant	
	488133020	R5	Suburban Residential	0.18	1	Vacant	
	488133021	R5	Suburban Residential	0.18	1	Vacant	
	488133022	R5	Suburban Residential	0.19	1	Vacant	
	488133023	R5	Suburban Residential	0.19	1	Vacant	
	488133024	R5	Suburban Residential	0.19	1	Vacant	
	488133025	R5	Suburban Residential	0.16	1	Vacant	
	488133026	R5	Suburban Residential	0.15	1	Vacant	
	488133027	R5	Suburban Residential	0.15	1	Vacant	
	488133028	R5	Suburban Residential	0.15	1	Vacant	
	488133029	R5	Suburban Residential	0.15	1	Vacant	
	488133030	R5	Suburban Residential	0.15	1	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488133031	R5	Suburban Residential	0.15	1	Vacant	
	488133032	R5	Suburban Residential	0.15	1	Vacant	
	488133033	R5	Suburban Residential	0.15	1	Vacant	
	488133034	R5	Suburban Residential	0.15	1	Vacant	
	488133035	R5	Suburban Residential	0.15	1	Vacant	
	488133036	R5	Suburban Residential	0.15	1	Vacant	
	488133037	R5	Suburban Residential	0.15	1	Vacant	
	488133038	R5	Suburban Residential	0.15	1	Vacant	
	488140001	R5	Suburban Residential	0.17	1	Vacant	
	488140002	R5	Suburban Residential	0.18	1	Vacant	
	488140003	R5	Suburban Residential	0.17	1	Vacant	
	488140004	R5	Suburban Residential	0.16	1	Vacant	
	488140005	R5	Suburban Residential	0.14	1	Vacant	
	488140006	R5	Suburban Residential	0.14	1	Vacant	
	488140010	R5	Suburban Residential	0.25	1	Vacant	
	488140011	R5	Suburban Residential	0.16	1	Vacant	
	488140012	R5	Suburban Residential	0.18	1	Vacant	
	488140013	R5	Suburban Residential	0.16	1	Vacant	
	488140014	R5	Suburban Residential	0.14	1	Vacant	
	488140016	R5	Suburban Residential	0.16	1	Vacant	
	488140017	R5	Suburban Residential	0.18	1	Vacant	
	488140018	R5	Suburban Residential	0.20	1	Vacant	
	488140019	R5	Suburban Residential	0.19	1	Vacant	
	488140020	R5	Suburban Residential	0.19	1	Vacant	
	488140021	R5	Suburban Residential	0.19	1	Vacant	
	488140022	R5	Suburban Residential	0.19	1	Vacant	
	488140023	R5	Suburban Residential	0.18	1	Vacant	
	488140024	R5	Suburban Residential	0.15	1	Vacant	
	488140025	R5	Suburban Residential	0.14	1	Vacant	
	488140026	R5	Suburban Residential	0.14	1	Vacant	
	488140027	R5	Suburban Residential	0.14	1	Vacant	
	488140028	R5	Suburban Residential	0.14	1	Vacant	
	488140029	R5	Suburban Residential	0.18	1	Vacant	
	488140030	R5	Suburban Residential	0.26	1	Vacant	RDA
	488140031	R5	Suburban Residential	0.26	1	Vacant	
	488140032	R5	Suburban Residential	0.15	1	Vacant	
	488140033	R5	Suburban Residential	0.15	1	Vacant	
	488140034	R5	Suburban Residential	0.15	1	Vacant	
	488140035	R5	Suburban Residential	0.15	1	Vacant	
	488140036	R5	Suburban Residential	0.15	1	Vacant	
	488140037	R5	Suburban Residential	0.16	1	Vacant	
	488140038	R5	Suburban Residential	0.17	1	Vacant	
	488140039	R5	Suburban Residential	0.16	1	Vacant	
	488140040	R5	Suburban Residential	0.16	1	Vacant	
	488140041	R5	Suburban Residential	0.18	1	Vacant	
	488140042	R5	Suburban Residential	0.29	1	Vacant	
	488140043	R5	Suburban Residential	0.27	1	Vacant	
	488140044	R5	Suburban Residential	0.17	1	Vacant	
	488330012	R5	Suburban Residential	9.40	4	Vacant	
	488350005	R5	Suburban Residential	9.40	4	Vacant	
	488350006	R5	Suburban Residential	8.97	4	Vacant	
	488350007	R5	Suburban Residential	8.97	4	Vacant	
	488350011	R5	Suburban Residential	8.97	4	Vacant	
	488350012	R5	Suburban Residential	9.40	4	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
ABOVE MODERATE	488350013	R5	Suburban Residential	9.40	4	Vacant	
	488350014	R5	Suburban Residential	8.97	4	Vacant	

Parcels per Density Designation: 1,343 Acres per Density Designation: 4,572 Units per Density Designation: 1,664

Total Parcels: 1,344 Total Vacant Acres: 4,573.29 Total Residential Units: 1,665

Vacant Land Inventory - Transitional Housing Sites
Attachment 7

Based on 6-2007 data
Report Print Date: 7.20.2010

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
LOW & VERY LOW	291120014	R10	Multi-family	26.13	21	Vacant	RDA
	291100047	R15	Multi-family	18.88	23	Vacant	RDA
	292222015	R15	Multi-family	0.20	1	Vacant	RDA
	292222036	R15	Multi-family	0.20	1	Vacant	RDA
	479050001	R15	Multi-family	1.67	2	Vacant	RDA
	479050003	R15	Multi-family	0.89	1	Vacant	RDA
	479050004	R15	Multi-family	0.89	1	Vacant	RDA
	479090021	R15	Multi-family	0.33	1	Vacant	RDA
	479121012	R15	Multi-family	0.26	1	Vacant	RDA
	488090028	R15	Multi-family	0.50	1	Vacant	RDA
	488090061	R15	Multi-family	1.37	2	Vacant	RDA
	488091025	R15	Multi-family	2.87	3	Vacant	RDA
	488091031	R15	Multi-family	0.86	1	Vacant	RDA
	291281006	R20	Multi-family	0.48	1	Vacant	RDA
	291291003	R20	Multi-family	0.20	1	Vacant	RDA
	481130022	VR	Multi-family	0.42	1	Vacant	SP,RDA
	481130023	VR	Multi-family	0.50	1	Vacant	SP,RDA
	481150024	VR	Multi-family	0.91	1	Vacant	SP,RDA
	481150026	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481150027	VR	Multi-family	0.91	1	Vacant	SP,RDA
	481150030	VR	Multi-family	0.36	1	Vacant	SP,RDA
	481150035	VR	Multi-family	0.09	1	Vacant	SP,RDA
	481161022	VR	Multi-family	0.20	1	Vacant	SP,FLOOD,RDA
	481171007	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481171008	VR	Multi-family	0.81	1	Vacant	SP,FLOOD,RDA
	481171011	VR	Multi-family	0.34	1	Vacant	SP,RDA
	481171012	VR	Multi-family	0.81	1	Vacant	SP,FLOOD,RDA
	481171013	VR	Multi-family	0.01	1	Vacant	SP,FLOOD,RDA
	481171027	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481171031	VR	Multi-family	0.04	1	Vacant	SP,RDA
	481171032	VR	Multi-family	0.27	1	Vacant	SP,FLOOD,RDA
	481171039	VR	Multi-family	0.77	1	Vacant	SP,RDA
	481200013	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481200033	VR	Multi-family	0.91	1	Vacant	SP,RDA
	481200044	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481210025	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481223017	VR	Multi-family	0.36	1	Vacant	SP,FLOOD,RDA
	481230020	VR	Multi-family	0.61	1	Vacant	SP,RDA
	481230040	VR	Multi-family	0.21	1	Vacant	SP,RDA
	481230041	VR	Multi-family	0.21	1	Vacant	SP,RDA
	481230042	VR	Multi-family	0.22	1	Vacant	SP,FLOOD,RDA
	481230047	VR	Multi-family	0.18	1	Vacant	SP,RDA
	481230048	VR	Multi-family	0.17	1	Vacant	SP,RDA
	481230049	VR	Multi-family	0.17	1	Vacant	SP,RDA
	481230050	VR	Multi-family	0.17	1	Vacant	SP,RDA
	481240001	VR	Multi-family	0.91	1	Vacant	SP,RDA
	481240035	VR	Multi-family	0.58	1	Vacant	SP,RDA
	481240036	VR	Multi-family	0.17	1	Vacant	SP,RDA
	481240042	VR	Multi-family	0.26	1	Vacant	SP,RDA

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
LOW & VERY LOW	481250002	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481250003	VR	Multi-family	0.91	1	Vacant	SP,RDA
	481250026	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481250041	VR	Multi-family	0.06	1	Vacant	SP,RDA
	481250043	VR	Multi-family	0.02	1	Vacant	SP,RDA
	481260040	VR	Multi-family	0.01	1	Vacant	SP,RDA
	481270008	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481270015	VR	Multi-family	0.23	1	Vacant	SP,RDA
	481270027	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481270046	VR	Multi-family	0.31	1	Vacant	SP,RDA
	481270055	VR	Multi-family	0.60	1	Vacant	SP,RDA
	481270058	VR	Multi-family	1.40	2	Vacant	SP,RDA
	482020014	VR	Multi-family	0.59	1	Vacant	SP,RDA
	482020019	VR	Multi-family	0.52	1	Vacant	SP,RDA
	482020043	VR	Multi-family	0.01	1	Vacant	SP,RDA
	482020044	VR	Multi-family	0.23	1	Vacant	SP,RDA
	482020056	VR	Multi-family	0.77	1	Vacant	SP,RDA
	482020058	VR	Multi-family	0.80	1	Vacant	SP,RDA
	482030039	VR	Multi-family	0.03	1	Vacant	SP,RDA
	482030041	VR	Multi-family	0.03	1	Vacant	SP,RDA
	482040008	VR	Multi-family	0.03	1	Vacant	SP,FLOOD,RDA
	482050005	VR	Multi-family	0.91	1	Vacant	SP,RDA
	482050025	VR	Multi-family	0.91	1	Vacant	SP,RDA
	482060027	VR	Multi-family	0.23	1	Vacant	SP,RDA
	482080011	VR	Multi-family	0.85	1	Vacant	SP,RDA
	482080014	VR	Multi-family	0.61	1	Vacant	SP,RDA
	482080024	VR	Multi-family	0.27	1	Vacant	SP,RDA
	482080027	VR	Multi-family	0.26	1	Vacant	SP,RDA
	482080032	VR	Multi-family	0.31	1	Vacant	SP,FLOOD,RDA
	482080039	VR	Multi-family	0.11	1	Vacant	SP,FLOOD,RDA
	482080044	VR	Multi-family	0.02	1	Vacant	SP,RDA
	482080051	VR	Multi-family	0.10	1	Vacant	SP,FLOOD,RDA
	482080059	VR	Multi-family	0.17	1	Vacant	SP,RDA
	482080060	VR	Multi-family	0.17	1	Vacant	SP,RDA
	482080061	VR	Multi-family	0.21	1	Vacant	SP,FLOOD,RDA
	482090019	VR	Multi-family	0.05	1	Vacant	SP,RDA
	482090026	VR	Multi-family	0.15	1	Vacant	SP,RDA
	482090027	VR	Multi-family	0.45	1	Vacant	SP,RDA
	481120020	VOR	Office	0.61	1	Vacant	SP,RDA
	481120021	VOR	Office	0.30	1	Vacant	SP,RDA
	481130024	VOR	Office	0.45	1	Vacant	SP,RDA
	481130025	VOR	Office	0.45	1	Vacant	SP,RDA
	481140021	VOR	Office	0.91	1	Vacant	SP,RDA
	481140024	VOR	Office	0.91	1	Vacant	SP,RDA
	481140025	VOR	Office	0.91	1	Vacant	SP,RDA
	481171043	VOR	Office	0.01	1	Vacant	SP,RDA
	481270038	VOR	Office	0.11	1	Vacant	SP,RDA
	481270040	VOR	Office	0.21	1	Vacant	SP,RDA
	481270043	VOR	Office	0.02	1	Vacant	SP,RDA
	481270048	VOR	Office	0.01	1	Vacant	SP,RDA
	481270059	VOR	Office	0.05	1	Vacant	SP,RDA
	481270060	VOR	Office	0.93	1	Vacant	SP,RDA

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
Parcels per Density Designation:	101		Acres per Density Designation:	90	Units per Density Designation:		148
MODERATE	479230018	R10	Multi-family	4.54	4	Vacant	FLOOD
	482230013	R10	Multi-family	8.26	7	Vacant	
	482582039	R10	Multi-family	5.50	4	Vacant	
	482582040	R10	Multi-family	1.98	2	Vacant	
	292181001	R15	Multi-family	1.09	1	Vacant	
	292181015	R15	Multi-family	0.17	1	Vacant	
	292211001	R15	Multi-family	0.40	1	Vacant	
	479230011	R15	Multi-family	2.27	3	Vacant	
	479230012	R15	Multi-family	2.27	3	Vacant	
	479230027	R15	Multi-family	0.52	1	Vacant	FLOOD
	481281059	R15	Multi-family	3.45	4	Vacant	
	481281060	R15	Multi-family	0.18	1	Vacant	
	482180076	R15	Multi-family	3.11	4	Vacant	
	484030013	R15	Multi-family	1.70	2	Vacant	
	484030014	R15	Multi-family	2.30	3	Vacant	
	484030020	R15	Multi-family	1.93	2	Vacant	
	484231015	R15	Multi-family	2.14	3	Vacant	
	484231016	R15	Multi-family	2.14	3	Vacant	
	486280001	R15	Multi-family	8.61	10	Vacant	
	486280003	R15	Multi-family	27.52	33	Vacant	
	488330011	R15	Multi-family	9.39	11	Vacant	
	488330021	R15	Multi-family	8.97	11	Vacant	
	296103025	R20	Multi-family	0.28	1	Vacant	
	487370001	R20	Multi-family	9.39	15	Vacant	
	487370002	R20	Multi-family	9.39	15	Vacant	
	487400008	R20	Multi-family	0.65	1	Vacant	
	487400023	R20	Multi-family	0.29	1	Vacant	
Parcels per Density Designation:	27		Acres per Density Designation:	118	Units per Density Designation:		147

Total Parcels: 128 Total Vacant Acres: 208.45 Total Residential Units: 295

Vacant Land Inventory - Homeless Shelter Sites
Attachment 8 (With CUP)

Based on 6-2007 data
Report Print Date: 7.20.2010

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
LOW & VERY LOW	481120020	VOR	Office	0.61	9	Vacant	SP,RDA
	481120021	VOR	Office	0.30	4	Vacant	SP,RDA
	481130024	VOR	Office	0.45	7	Vacant	SP,RDA
	481130025	VOR	Office	0.45	7	Vacant	SP,RDA
	481140021	VOR	Office	0.91	14	Vacant	SP,RDA
	481140024	VOR	Office	0.91	14	Vacant	SP,RDA
	481140025	VOR	Office	0.91	14	Vacant	SP,RDA
	481171043	VOR	Office	0.01	1	Vacant	SP,RDA
	481270038	VOR	Office	0.11	2	Vacant	SP,RDA
	481270040	VOR	Office	0.21	3	Vacant	SP,RDA
	481270043	VOR	Office	0.02	1	Vacant	SP,RDA
	481270048	VOR	Office	0.01	1	Vacant	SP,RDA
	481270059	VOR	Office	0.05	1	Vacant	SP,RDA
	481270060	VOR	Office	0.93	14	Vacant	SP,RDA
Parcels per Density Designation:	14		Acres per Density Designation:	6	Units per Density Designation:		92
O/OC	291242018	O	Office	1.77	0	Vacant	RDA
	297170029	O	Office	8.46	0	Vacant	RDA
	475190005	O	Office	2.87	0	Vacant	
	479070039	O	Office	1.41	0	Vacant	RDA
	479070041	O	Office	1.26	0	Vacant	RDA
	479070046	O	Office	1.19	0	Vacant	RDA
	479070048	O	Office	2.23	0	Vacant	RDA
	479090003	O	Office	0.49	0	Vacant	RDA
	479120043	O	Office	0.34	0	Vacant	RDA
	479190014	O	Office	4.26	0	Vacant	
	482180074	O	Office	2.37	0	Vacant	
	484030001	O	Office	3.76	0	Vacant	
	484030002	O	Office	0.79	0	Vacant	
	484030003	O	Office	4.55	0	Vacant	
	486310022	O	Office	18.81	0	Vacant	
	487470022	O	Office	18.48	0	Vacant	
	488210015	O	Office	2.75	0	Vacant	
	488260012	O	Office	8.08	0	Vacant	
	488260014	O	Office	8.34	0	Vacant	
	488260017	O	Office	1.87	0	Vacant	
	488260018	O	Office	1.88	0	Vacant	
	488260021	O	Office	2.14	0	Vacant	
	488260022	O	Office	2.13	0	Vacant	
	488260033	O	Office	8.01	0	Vacant	
	488260035	O	Office	7.80	0	Vacant	
	488260037	O	Office	7.39	0	Vacant	FAULT
	488310005	O	Office	7.61	0	Vacant	
	488310006	O	Office	3.00	0	Vacant	
	488320008	O	Office	3.66	0	Vacant	
	488320009	O	Office	0.87	0	Vacant	
	291090032	OC	Office	0.12	0	Vacant	RDA
	292193023	OC	Office	0.06	0	Vacant	

Density Designation	APN	Zoning	GP Designation	Acre	Capacity	Existing Use	Environmental Constraints
O/OC	479120027	OC	Office	1.01	0	Vacant	RDA
	479120029	OC	Office	0.65	0	Vacant	RDA
	479120042	OC	Office	0.36	0	Vacant	RDA
	479131012	OC	Office	3.77	0	Vacant	RDA
	479140023	OC	Office	1.35	0	Vacant	RDA
	479140024	OC	Office	2.14	0	Vacant	RDA
	484030016	OC	Office	9.00	0	Vacant	
	484072106	OC	Office	0.20	0	Vacant	
	486240003	OC	Office	5.44	0	Vacant	
	486240004	OC	Office	1.06	0	Vacant	
	486240005	OC	Office	1.06	0	Vacant	
	486240006	OC	Office	1.21	0	Vacant	
	486240007	OC	Office	2.11	0	Vacant	
	486240012	OC	Office	1.88	0	Vacant	
	486240013	OC	Office	6.74	0	Vacant	
	486270019	OC	Office	8.26	0	Vacant	
	486310024	OC	Office	10.15	0	Vacant	FLOOD
	488080013	OC	Office	16.24	0	Vacant	
	488080014	OC	Office	8.45	0	Vacant	
	488080015	OC	Office	8.98	0	Vacant	
	488080016	OC	Office	4.48	0	Vacant	
	488080017	OC	Office	7.95	0	Vacant	

Parcels per Density Designation: 54 Acres per Density Designation: 241 Units per Density Designation: 0

Total Parcels: 68 Total Vacant Acres: 247.12 Total Residential Units: 92

Vacant Land Inventory - Homeless Shelter Sites (SP 208)
Attachment 9 (Without CUP)

Based on 6-2007 data
Report Print Date: 7.20.2010

APN	Zoning	GP Designation	Acre	Existing Use	Environmental Constraints
302170003	I	Industrial/Business Park	3.75	Vacant	SP
312250016	I	Industrial/Business Park	1.87	Vacant	SP
312250018	I	Industrial/Business Park	4.15	Vacant	SP
312250032	I	Industrial/Business Park	5.12	Vacant	SP
312250038	I	Industrial/Business Park	7.94	Vacant	SP
312270001	I	Industrial/Business Park	1.53	Vacant	SP
312270030	I	Industrial/Business Park	1.67	Vacant	SP
312270031	I	Industrial/Business Park	3.35	Vacant	SP
312270037	I	Industrial/Business Park	4.40	Vacant	SP
316020006	I	Industrial/Business Park	19.93	Vacant	SP,FLOOD
316020007	I	Industrial/Business Park	19.52	Vacant	SP,FLOOD
316020016	I	Industrial/Business Park	4.52	Vacant	SP,FLOOD
316020017	I	Industrial/Business Park	4.52	Vacant	SP
316020018	I	Industrial/Business Park	4.53	Vacant	SP
316020028	I	Industrial/Business Park	14.81	Vacant	SP,FLOOD
316100001	I	Industrial/Business Park	8.71	Vacant	SP
316100013	I	Industrial/Business Park	4.93	Vacant	SP
316100032	I	Industrial/Business Park	1.23	Vacant	SP
316100034	I	Industrial/Business Park	2.50	Vacant	SP,FLOOD
316100036	I	Industrial/Business Park	7.39	Vacant	SP,FLOOD
316170001	I	Industrial/Business Park	19.51	Vacant	SP
316170002	I	Industrial/Business Park	10.30	Vacant	SP
316170004	I	Industrial/Business Park	9.50	Vacant	SP
316170007	I	Industrial/Business Park	9.95	Vacant	SP
316170013	I	Industrial/Business Park	9.04	Vacant	SP
316170014	I	Industrial/Business Park	9.62	Vacant	SP
316180002	I	Industrial/Business Park	4.82	Vacant	SP
316180005	I	Industrial/Business Park	4.71	Vacant	SP
316180006	I	Industrial/Business Park	18.78	Vacant	SP
316180009	I	Industrial/Business Park	17.19	Vacant	SP
316180010	I	Industrial/Business Park	20.07	Vacant	SP
316190011	I	Industrial/Business Park	4.46	Vacant	SP
316190036	I	Industrial/Business Park	4.78	Vacant	SP
316190037	I	Industrial/Business Park	4.14	Vacant	SP
316190043	I	Industrial/Business Park	9.94	Vacant	SP
316200001	I	Industrial/Business Park	2.39	Vacant	SP
316200009	I	Industrial/Business Park	2.26	Vacant	SP
316200010	I	Industrial/Business Park	2.37	Vacant	SP
316200011	I	Industrial/Business Park	2.25	Vacant	SP
316200012	I	Industrial/Business Park	10.03	Vacant	SP
316200014	I	Industrial/Business Park	2.39	Vacant	SP
316200015	I	Industrial/Business Park	2.39	Vacant	SP
316200019	I	Industrial/Business Park	4.14	Vacant	SP
316200028	I	Industrial/Business Park	2.00	Vacant	SP
316200029	I	Industrial/Business Park	8.25	Vacant	SP
316210003	I	Industrial/Business Park	5.14	Vacant	SP
316210004	I	Industrial/Business Park	5.14	Vacant	SP
316210005	I	Industrial/Business Park	5.06	Vacant	SP
316210008	I	Industrial/Business Park	4.38	Vacant	SP

APN	Zoning	GP Designation	Acre	Existing Use	Environmental Constraints
316210019	I	Industrial/Business Park	4.97	Vacant	SP
316210020	I	Industrial/Business Park	4.97	Vacant	SP
316210032	I	Industrial/Business Park	4.96	Vacant	SP
316210033	I	Industrial/Business Park	4.95	Vacant	SP
316210038	I	Industrial/Business Park	4.80	Vacant	SP
316210052	I	Industrial/Business Park	4.83	Vacant	SP
316210057	I	Industrial/Business Park	4.77	Vacant	SP
316210071	I	Industrial/Business Park	17.27	Vacant	SP
316210073	I	Industrial/Business Park	17.44	Vacant	SP
316210075	I	Industrial/Business Park	18.20	Vacant	SP
316210076	I	Industrial/Business Park	18.37	Vacant	SP

Total Parcels: 60

Total Vacant Acres: 446.90

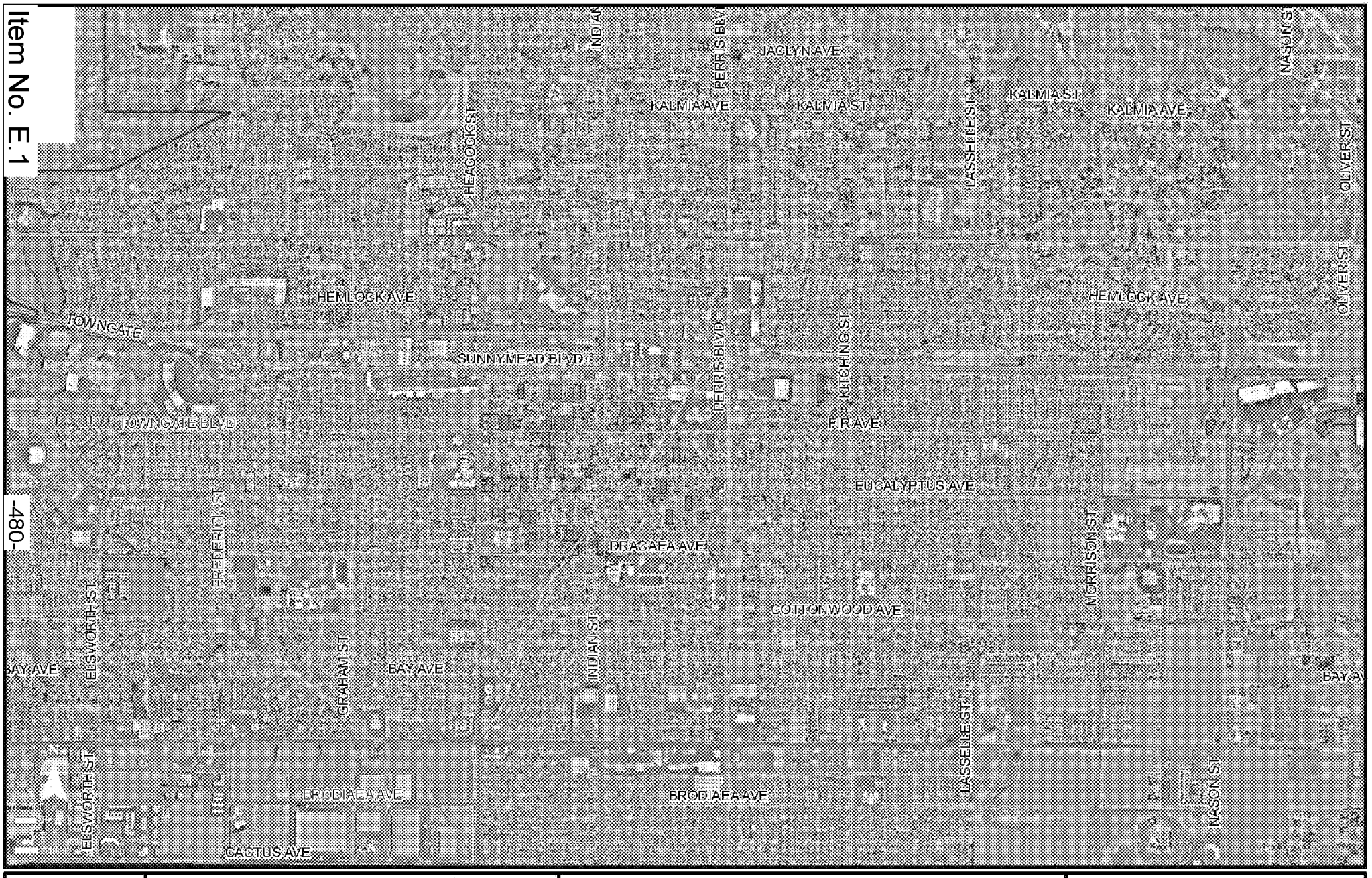

Exhibit:

A - 1

Map Status: DRAFT

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Print Date: December 15, 2009

CITY OF MORENO VALLEY
LOW & VERY LOW INCOME CALCULATION 1

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information in this map is subject to updates and modifications. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

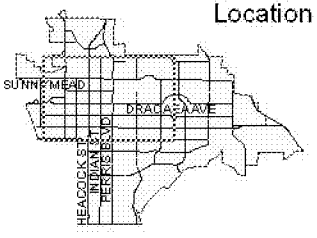

Item No. E.1

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CITY OF MORENO VALLEY
LOW & VERY LOW INCOME CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

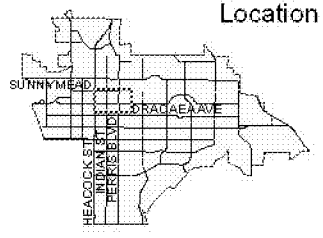

Exhibit:

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Map Status: DRAFT

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Print Date: December 15, 2009

CITY OF MORENO VALLEY
LOW & VERY LOW INCOME CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

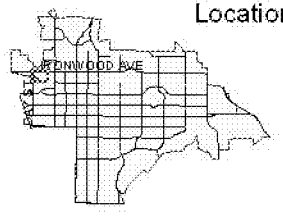

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Item No. E.1

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e: December 15, 2009

CITY OF MORENO VALLEY

LOW & VERY LOW INCOME CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

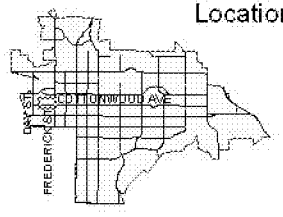

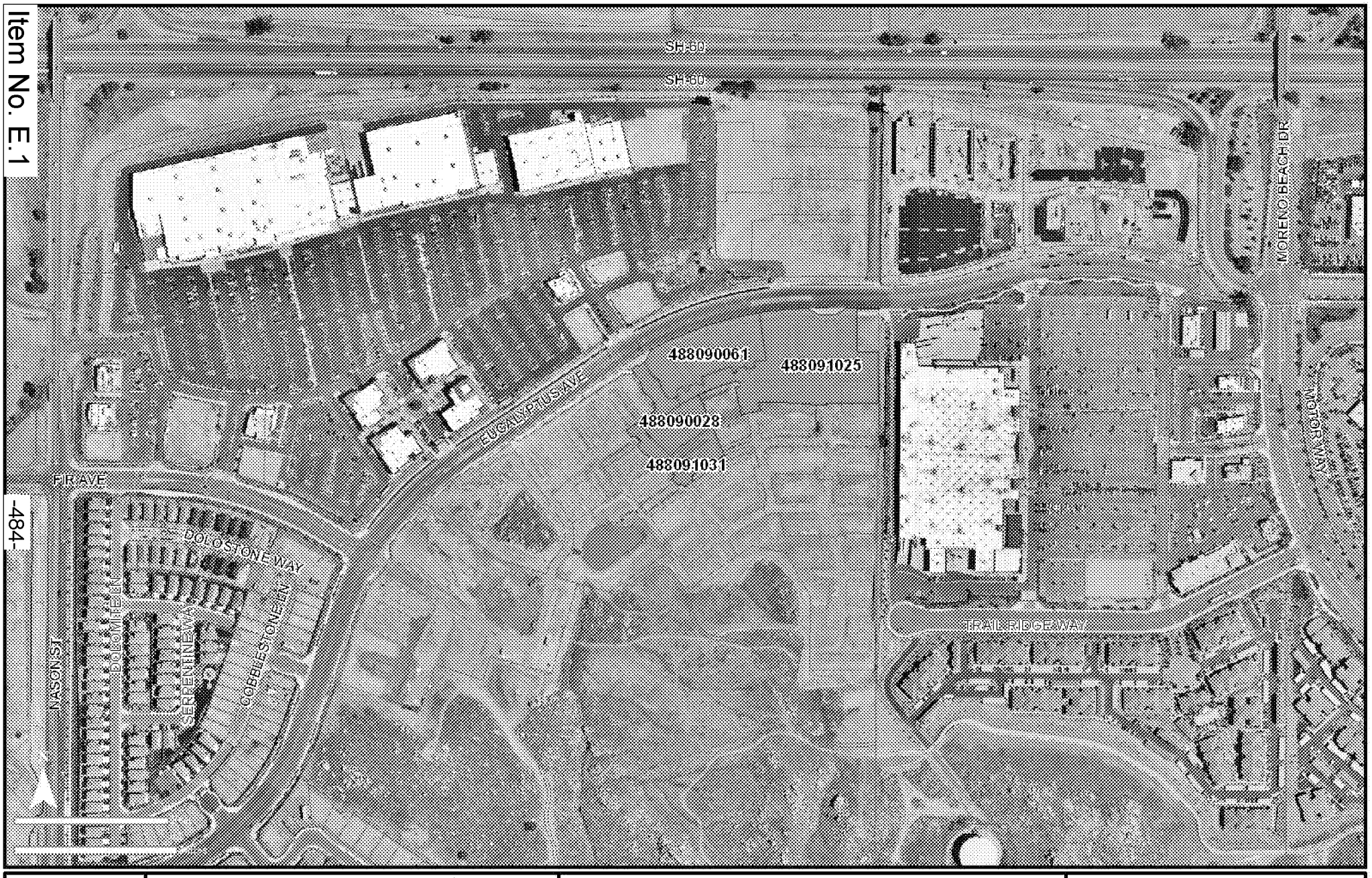

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Map Status: DRAFT

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Print Date: December 15, 2009

CITY OF MORENO VALLEY
LOW & VERY LOW INCOME CALCULATION 1

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data additions, deletions, the map is subject to updates and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. The maps not to be resaled or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

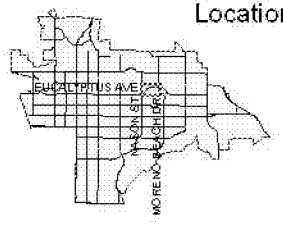

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Item No. E.1

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CITY OF MORENO VALLEY
LOW & VERY LOW INCOME
CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

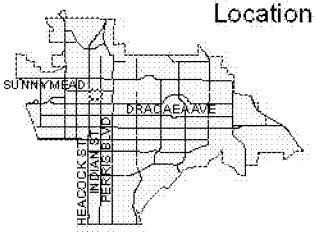

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Map Status: DRAFT

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Print Date: December 15, 2009

CITY OF MORENO VALLEY
LOW & VERY LOW INCOME CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

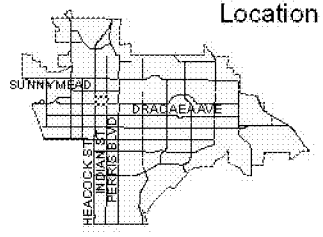

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CITY OF MORENO VALLEY
LOW & VERY LOW INCOME
CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

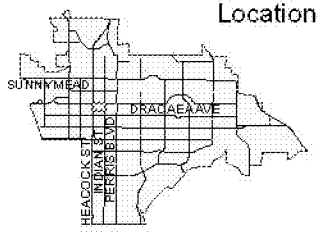

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Print Date: December 15, 2009

CITY OF MORENO VALLEY
LOW & VERY LOW INCOME CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

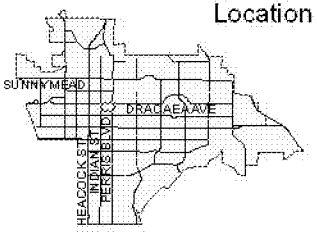

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CITY OF MORENO VALLEY
LOW & VERY LOW INCOME
CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

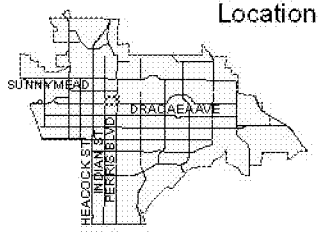

Item No. E.1

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Print Date: December 15, 2009

CITY OF MORENO VALLEY
LOW & VERY LOW INCOME CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

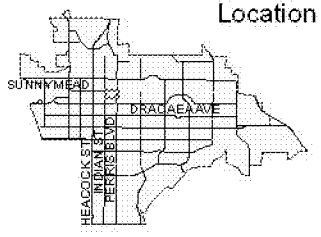

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CITY OF MORENO VALLEY
LOW & VERY LOW INCOME
CALCULATION 1

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation #1 - Vacant Parcels

Attachment A

Location Map

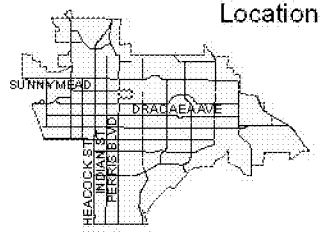

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Print Date: December 15, 2009

CITY OF MORENO VALLEY

REZONED HIGH DENSITY CALCULATION 3

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation 3 - Parcels

Attachment A

Location Map

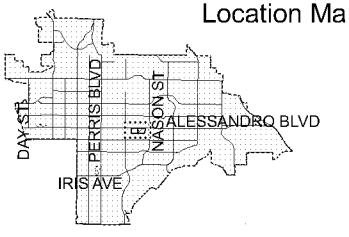

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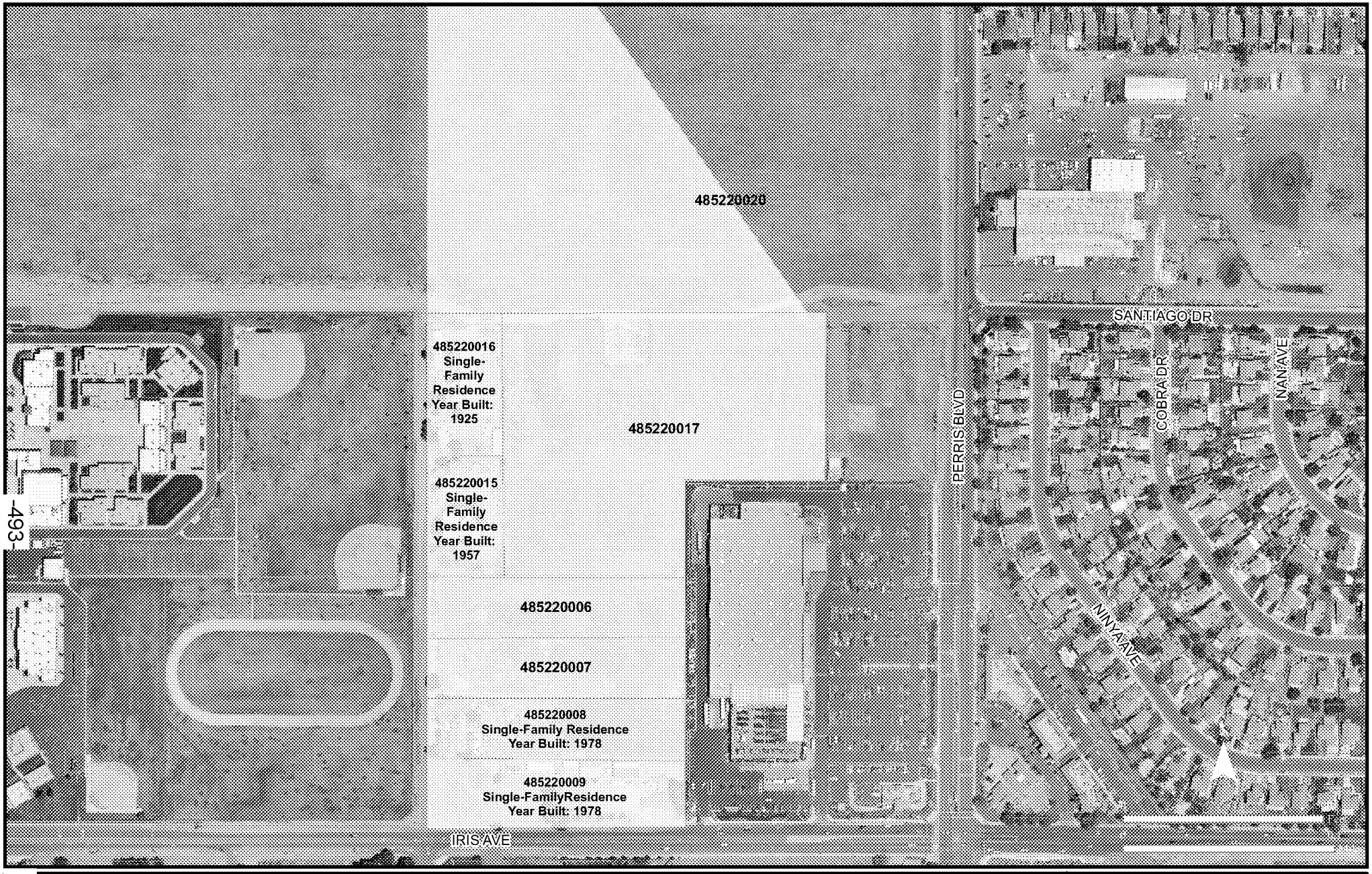

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CITY OF MORENO VALLEY
REZONED HIGH DENSITY
CALCULATION 4

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation 4 - Parcels

Attachment A

Location Map

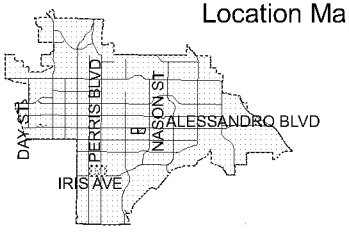

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Map Status: DRAFT

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Print Date: July 12, 2010

CITY OF MORENO VALLEY
REZONED HIGH DENSITY
CALCULATION 5

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation 5 - Parcels

Attachment A

Location Map

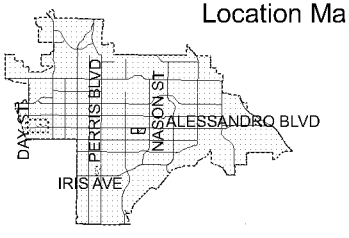

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ate: July 12, 2010

CITY OF MORENO VALLEY
REZONED HIGH DENSITY
CALCULATION 5

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Map Produced by Moreno Valley Geographic Information System

Map Legend

Calculation 5 - Parcels

Attachment A

Location Map

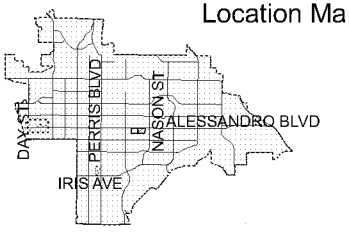

Item No. E.1

MV00094668

City of Moreno Valley
Housing Element 2008
Housing Sites Inventory

Sites Inventory	Low and Very Low Unit	Moderate Units	Above Moderate Units	Total
Units Accommodated on Vacant Parcels	966			966
Units Accommodated on Parcels Rezoned to 30 Units per acre at Hospital and Alessandro.	1,780			1,780
Units Accommodated on Parcels Rezoned to 30 Units per Acre at Perris and Iris.	913			913
Units Accommodated on Parcels Rezoned to 30 Units per Acre at Alessandro and Elsworth.	122			122
Units Accommodated Vacant Parcels with Zoning at 5.9 and >= 8 units per acre (not in the RDA)		8,234		8,234
Units Accommodated on Vacant Parcels with zoning = 1-5 units acre.			8,879	8,879
Total Units Accommodated in Inventory	**3,781**	**8,234**	**8,879**	**20,894**

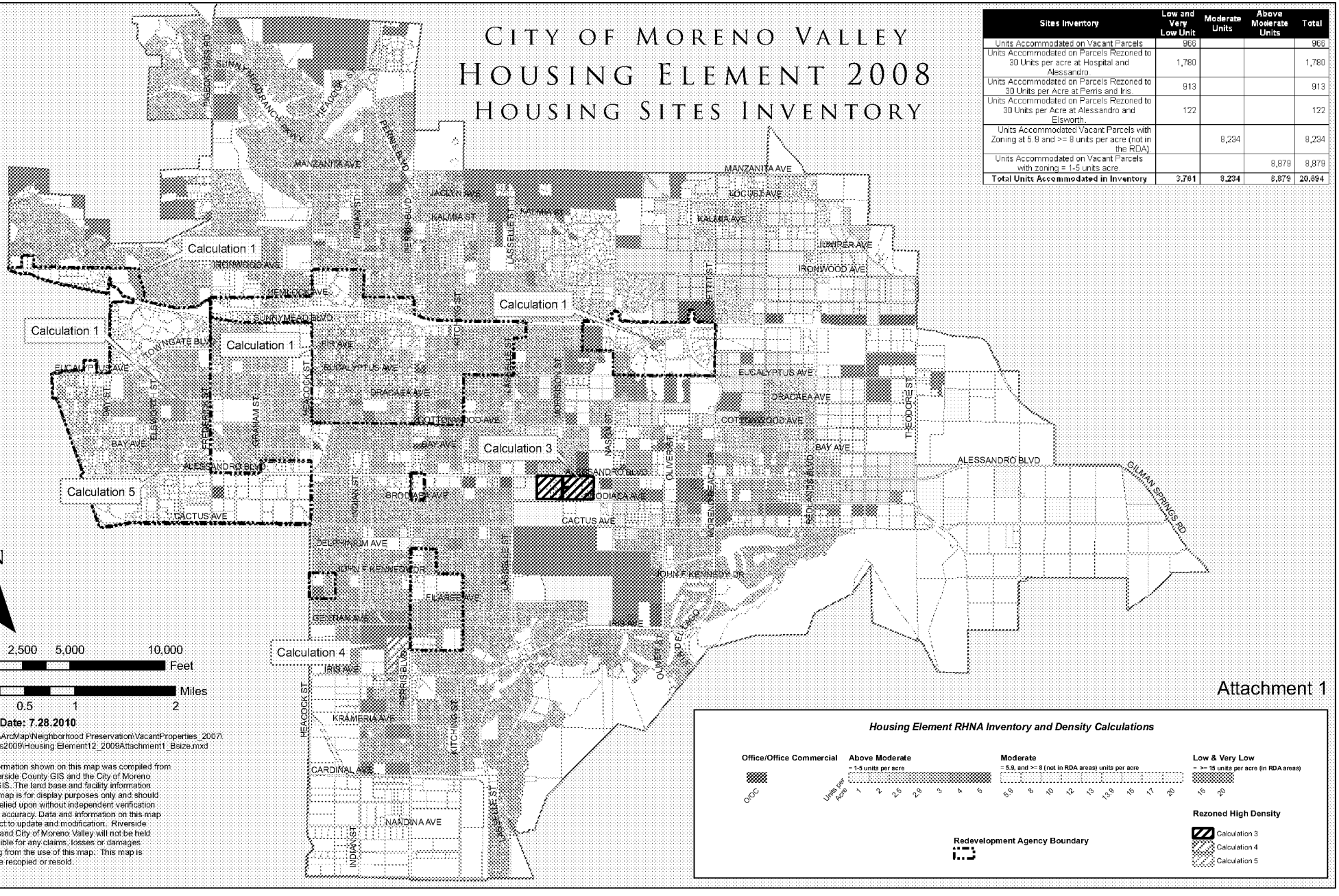

Attachment 1

MV00094669

City of Moreno Valley
Housing Element 2008
Appropriately Zoned Sites for Low & Very Low Income Housing

Sites Inventory	Low and Very Low Unit	Moderate Units	Above Moderate Units	Total
Units Accommodated on Vacant Parcels	966			966
Units Accommodated on Underutilized Parcels in RDA	815			815
Units Accommodated on Parcels Rezoned to 30 Units per acre at Hospital and Alessandro	1,514			1,514
Units Accommodated on Parcels Rezoned to 30 Units per Acre at Perris and Iris.	750			750
Units Accommodated Vacant Parcels with Zoning at 5.9 and >= 8 units per acre (not in the RDA).		8,234		8,234
Units Accommodated on Vacant Parcels with zoning = 1-5 units acre			8,879	8,879
Total Units Accommodated in Inventory	**4,100**	**8,234**	**8,879**	**21,158**

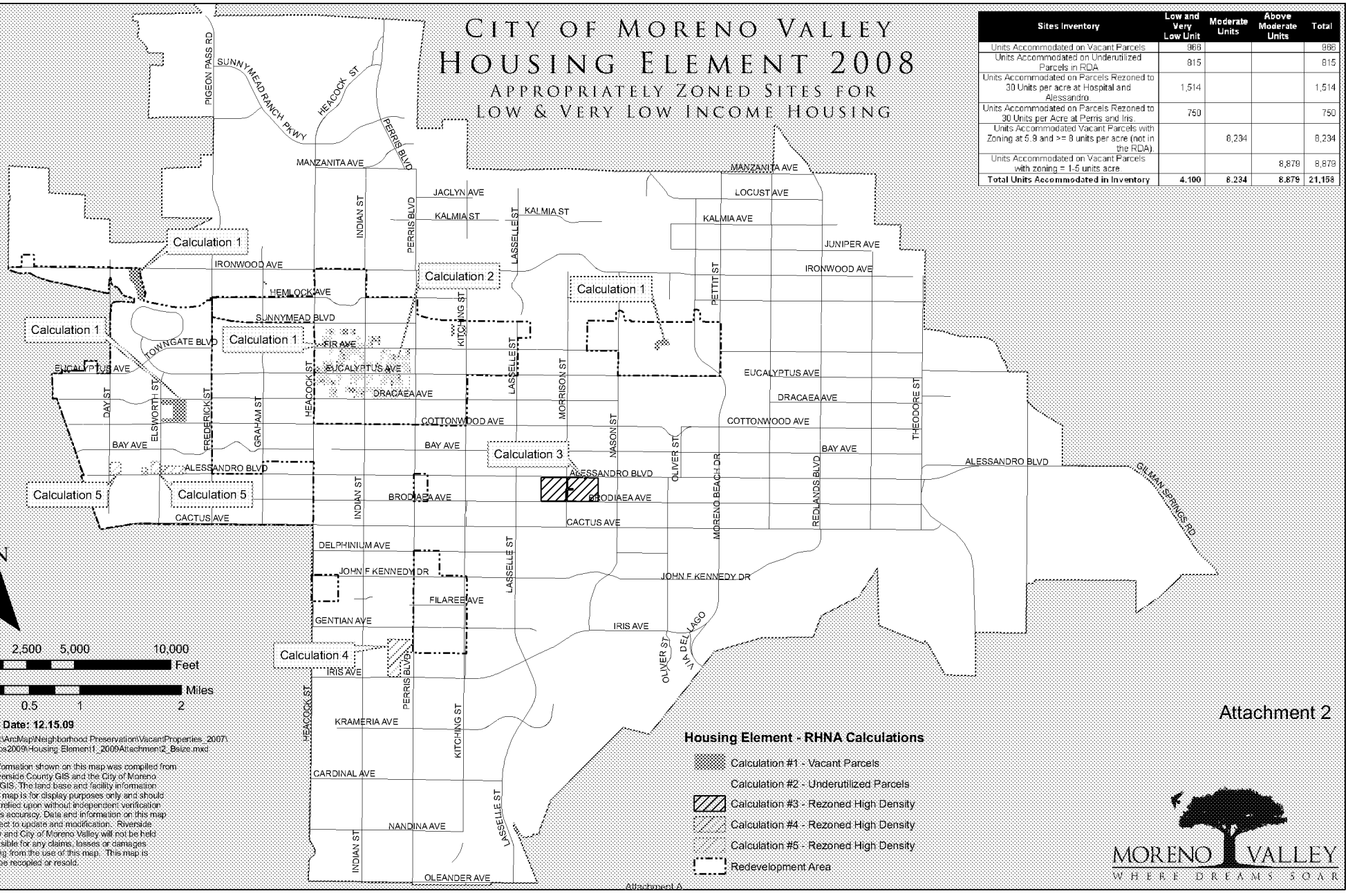

Attachment A

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MV00094671

RESOLUTION NO. 2011-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA08-0053: AN AMENDMENT OF THE CITY OF MORENO VALLEY GENERAL PLAN HOUSING ELEMENT

WHEREAS, state law requires cities and counties to prepare and adopt a General Plan to guide the future development of a city or county; and

WHEREAS, a General Plan must contain certain elements, including a Housing Element which sets forth goals, policies and programs to encourage the development of housing for all income groups and persons with special needs; and

WHEREAS, state law requires that cities and counties comprehensively update their General Plan Housing Elements every five years to ensure their plans can accommodate future demand for housing; and

WHEREAS, between May 23, 2008 and October 13, 2010, multiple drafts of the 2008-14 Housing Element Update were released for review and comment by the California Department of Housing and Community Development; each time incorporating said comments into the subsequent draft Housing Element; and

WHEREAS, the City conducted an environmental analysis on the proposed Housing Element update per the requirements of the California Environmental Quality Act; said analysis concluded that the proposal is exempt under CEQA guidelines in that this activity is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant impact on the environment as defined in Section 15061(b)(3); and

WHEREAS, on November 18, 2011, the Moreno Valley Planning Commission conducted a duly noticed public hearing on the proposed 2008-14 Housing Element Update, as revised; the Planning Commission considered the staff report, written correspondence and oral testimony; and

WHEREAS, the Planning Commission recommended to the City Council approval of the Housing Element Update as presented; and

WHEREAS, all evidence of records, the updated Housing Element, staff reports,
correspondence, and the environmental determination are on file in the offices of the City of Moreno Valley, Case No. PA08-0053; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have

occurred.

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

Based upon substantial evidence presented to this City Council during the above-referenced meeting on February 22, 2011, including written and oral staff reports and the record from the Public Hearing, this City Council hereby specifically finds as follows:

A. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs. The proposed amendment supersedes the existing Housing Element of the General Plan.

FACT: The proposed amendment does not conflict with the goals, objectives, policies and programs of the General Plan. It furthers the goal of the Community Development Element to supply adequate housing to meet the needs of future residents. Moreover, it is consistent with Objective 2.2 because it helps to "provide a wide range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups."

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

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MV00094675

MORENO VALLEY
WHERE DREAMS SOAR

City of Moreno Valley

Housing Element 2008-2014

February 22, 2010

MV000094676

MORENO VALLEY
WHERE DREAMS SOAR

Overview

- ☑ Housing Element Overview
- ☑ Moreno Valley's RHNA Allocation
- ☑ Strategies to Meet the RHNA
- ☑ Next Steps

MV000094677

MORENO VALLEY
WHERE DREAMS SOAR

What Does a Housing Element Do?

- ☑ Establishes City policies and goals related to housing.
- ☑ Identifies housing needs in the City for
  - All income groups
  - Special needs groups (homeless, disabled)
- ☑ Provides initiatives and programs the City will pursue to achieve housing goals.

MV000094678

MORENO VALLEY
WHERE DREAMS SOAR

What Does a Housing Element Do?

- What does a Housing Element NOT do?
  - It does NOT require the City to build housing.
- Jurisdiction's Responsibility
  - A City is required to facilitate and create opportunities for housing.

MORENO VALLEY
WHERE DREAMS SOAR

Consequences of Non-Certification

- ☑ **Loss of current funding or potential future funding:**
  - Housing grants
  - Future transportation funding
  - Future infrastructure funding
- ☑ **Allocated RHNA units are rolled over to the next planning period.**
- ☑ **Potential litigation from housing advocates and/or the California Attorney General.**

MV000094680

MORENO VALLEY
WHERE DREAMS SOAR

Regional Housing Needs Assessment

HCD
State of California
Department of Housing
& Community Development

HCD distributes the State's housing need to all the regional councils of government

SCAG
Southern California
Association of Governments

Income Group	Units
Very Low (0-50%)	1,806
Low(51-80%)	1,239
Moderate (81-120%)	1,362
Above Moderate (120%)	3,066
TOTAL	7,474

SCAG distributes housing need, by income group, to local jurisdictions.

MV00094681

MORENO VALLEY
WHERE DREAMS SOAR

2010 Income Limits By Household Size

2010 Area Median Income Limits

(Riverside/San Bernardino Counties MSA)

AMI %	1	2	3	4	5	6	7	8
Very Low 50%	22,750	26,000	29,250	32,500	35,100	37,700	40,300	42,900
Low 80%	36,400	41,600	46,800	52,000	56,200	60,350	64,500	68,650
Moderate 120%	54,600	62,400	70,200	78,000	84,250	90,500	96,700	102,950

MV00094682

MORENO VALLEY
WHERE DREAMS SOAR

Accommodating the RHNA

Strategies used to accommodate the RHNA:

- Count affordable residential units constructed or approved since January 2006.
- Accommodate units on vacant residentially zoned sites.
- Accommodate the balance of RHNA on sites proposed to be re-zoned to 30 units per acre.

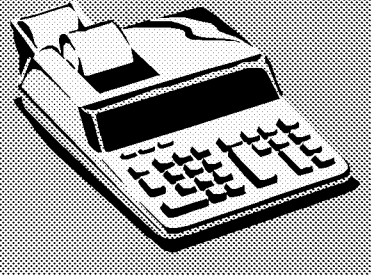

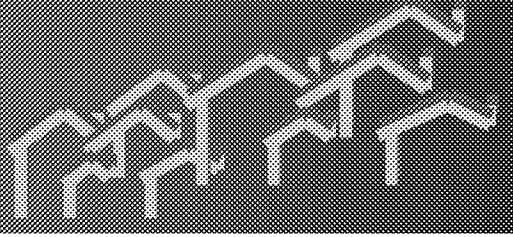

MV00094683

MORENO VALLEY
WHERE DREAMS SOAR

Housing Programs

Emergency Shelters, SRO & Farm Worker Housing

- State law requires that jurisdictions allow for housing that meets the needs of extremely low income residents. To comply with this requirement, the City proposes to amend the Development Code to :
  - Develop a Single Room Occupancy (SRO) zone in multi-family and specified commercial zones and adop development standards.
  - Amend Specific Plan 208 to add homeless shelters as a permitted use and adopt development standards for the use.
  - Permit farm worker housing by right in multi-family zones.

MV00094684

MORENO VALLEY
WHERE DREAMS SOAR

Possible Land Use Changes

HOUSING ELEMENT ACKNOWLEDGES POSSIBILITY OF RECONSIDERING LAND PLANNING / LAND USES

- Possibility of zone changes from residential to commercial / industrial to create employment opportunities and address jobs / housing imbalance.
- Public still afforded full opportunity to participate in future planning efforts consistent with state / local law.
- Changes won't hinder City's obligation of addressing RHNA allocations.

MV000094685

MORENO VALLEY
WHERE DREAMS SOAR

Next Steps

- City Council approval of Housing Element.
- Submit final adopted Housing Element to HCD for final certification.

MV00094686

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CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: February 22, 2011

TITLE: APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

2. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill vacancies for the Accessibility Appeals Board and the Environmental and Historical Preservation Board. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

The Accessibility Appeals Board has one vacant construction representative position with a term expiring June 30, 2011. The City Clerk's Office received one application from Alvin C. Horn.

The Environmental and Historical Preservation Board has one vacant position with a term expiring June 30, 2012. The City Clerk's Office received two applications from Joseph E. Brooks and Gregory A. Hagans.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Gregory A. Hagans, an applicant to the Environmental and Historical Preservation Board, is planning to attend a meeting on March 14 (the Board meets second Monday of each odd-numbered month).

ALTERNATIVES

The Environmental and Historical Preservation Board considers matters pertaining to the preservation of the City's heritage and cultures, and matters of environmental concern, including matters pertaining to hazardous materials and waste within or affecting the City. The Accessibility Appeals Board has the general power and duty to conduct hearings on written appeals made under subdivision (a) of California Health and Safety Code Section 19957.5. Choosing not to fill a vacancy on the above-mentioned boards would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicants

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Department Director

AGENDA DATE: February 22, 2011

TITLE: SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3)

RECOMMENDED ACTION

Staff recommends that the City Council review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

BACKGROUND

In 2008, the federal government approved legislation that provided Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. The program was known as the Neighborhood Stabilization Program (NSP) and Moreno Valley received an allocation of $11,390,116 to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or high-risk mortgages.

On July 21, 2010, the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act) allocated additional NSP assistance. This additional allocation represents the third round of NSP funding and is referred to as NSP3. Moreno Valley was allocated $3,687,789 in NSP3 funds. Though almost identical in use to the original NSP grant, the City's NSP3 program must conform to specific rules and regulations provided in the Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on October 19, 2010.

To officially secure the NSP 3 grant allocation, the City must adopt Substantial Amendment #1 to the FY 2010-11 Annual Action Plan and submit to HUD a completed NSP3 application detailing the City's Plan no later than March 1, 2011.

DISCUSSION

In general, HUD requires NSP3 applications to meet certain criteria:

1. Cities must target the areas of the community significantly affected by foreclosures, vacant, and abandoned homes.
2. Cities must assist low, moderate, and middle-income level households (those earning up to 120% of the area's median income or AMI).
3. Cities must expend at least 25% of the grant to address the needs of households earning no more than 50% AMI.
4. Program administration costs may not exceed 10% of the NSP3 allocation plus 10% of the program income.
5. NSP3 activities must comply with the list of eligible activities outlined below:

Eligible Uses / Activities	
(a)	Establish financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including down payment assistance programs such as soft-seconds, loan loss reserves, and shared-equity loans for low-, moderate-, and middle-income homebuyers.
(b)	Purchase and rehabilitate homes and residential properties that have been abandoned and foreclosed upon, in order to sell, rent, or redevelop such homes and properties.
(c)	Establish and operate land banks for homes and residential properties that have been foreclosed upon.
(d)	Demolish blighted structures.
(e)	Redevelop demolished or vacant properties as housing.

TARGET AREAS

HUD has provided data to assist jurisdictions in evaluating areas with current and future risk of foreclosure and in developing NSP3 strategies for their communities. HUD calculated foreclosure risk factors for every census tract in the City of Moreno Valley, ranked from 1 to 20, with a score of 20 indicating the HUD-estimated areas of greatest need. For California, HUD established a minimum census tract need score of 17. Regrettably, all of Moreno Valley scored above the threshold and 87% of Moreno Valley scored 20.

Unlike NSP1, which was approved for use in approximately two-thirds of Moreno Valley, the NSP3 program requires "deep targeting" of grant funds using a mapping tool that generates a unit impact quota for the number of units to be assisted within a proposed neighborhood. To further assist with the determination of where to target NSP3 efforts,

HUD also recommended consideration of several policy maps. Since all of Moreno Valley is eligible, targeting specific neighborhoods of a size the grant could reasonably impact was challenging. Staff has analyzed data for census tracts, eliminated areas of need within the boundaries of the existing NSP1 program (with the exception of specific condominium projects to be described below), and recommends the dedication of NSP3 funds to the following target areas (see Attachment A - map):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr.
- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave.

Note: though relatively small in area, staff propose the inclusion of condominium complexes in the NSP3 target areas to enable the acquisition, rehabilitation, and resale to households earning up to 50% AMI (which complies with the HUD requirement to spend 25% of the NSP grant on this population). Furthermore, some Moreno Valley condominium complexes are experiencing inadequate owner-occupancy rates and have become ineligible for FHA financing. NSP3 investment and owner-occupied homebuyers is intended to improve FHA financing eligibility.

PROGRAM OVERVIEW

Four primary activities have been identified as best addressing the needs of the community while meeting the requirements of HUD. Below is a brief overview of the proposed activities for the City of Moreno Valley's NSP program. Funding recommendations are included for each proposed activity. Consistent with the NSP1 program, staff is requesting authority be granted to the City Manager to move NSP funds between HUD-approved activities if it is determined necessary. This authority would assist the City to respond quickly to situations affecting the program, such as changing market conditions.

For detailed information, a draft of the Neighborhood Stabilization Program Substantial Amendment is included as Attachment B of this report.

Activity 1 – Acquisition, Rehabilitation, Resale of Single Family Homes
Staff proposes to use 72% of the grant or $2,669,010 to acquire foreclosed single-family or condominium residence(s) and then rehabilitate and resell them to income eligible households of up to 120% AMI. Staff proposes to partner with several CHDO, non-profit and for-profit residential development partners to expand the successful NSP1 Acquisition, Rehabilitation, Resale program into the added NSP3 target areas. Properties will be acquired at a minimum discount of 1% below appraised value, in compliance with NSP regulations. Prior to resale, the properties will be rehabilitated

and inspected by an inspector for compliance with the City's Housing Quality Standards. Energy efficient and environmentally-friendly "green" elements will be incorporated into the rehabilitation scopes of work for each property.

To meet the NSP3 requirement to dedicate at least 25% of the grant to households that earn up to 50% AMI, attention will be directed to the acquisition and rehabilitation of homes to be made available to households in the target price range.

Activity 2 - Neighborhood Stabilization Homeownership Program (NSHP)
Staff proposes to use 8% of the grant or $300,000 eligible homebuyers in purchasing and completing minor rehabilitation of foreclosed Moreno Valley properties. Modeled after the NSHP offered by the County of Riverside, NSP3 funds would provide purchase price and home repair assistance to qualified households for the purchase of foreclosed homes in one of the NSP3 target areas.

Unlike the City's Redevelopment-funded downpayment assistance program, the NSHP could also include an optional home repair assistance to the home purchased, incorporating energy-efficient improvements that will provide long-term affordability and increased sustainability. Eligible activities in the NSHP home repair assistance will include interior and exterior repairs and curb appeal improvements.

Activity 3 – Demolition
During the course of administering the NSP1 grant, staff have encountered the occasional foreclosed property in such disrepair that rehabilitation was not economically feasible. Demolition of blighted structures is an NSP-eligible activity and staff recommends allocating 3% ($100,000) in the NSP3 program to enable the tear-down of a property for which rehabilitation is not an option.

Activity 4 – Land Banking
A land bank would be established to assemble, temporarily manage, and dispose of vacant land after a demolition spelled out in Activity 3. Staff recommends allocating 7% ($250,000) to fund maintenance of property after a demolition has occurred or for the acquisition foreclosed vacant residential property until new residential construction on that property takes place.

Activity 5 – Redevelopment

This activity funds the redevelopment of demolished sites or vacant sites acquired and held in the City's land bank for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts in Target Areas 1 and 2, as defined above. In addition, the City will leverage the NSP3 funds with other available funding sources (i.e. HOME and Redevelopment Set-Aside funds) to maximize the effectiveness of the activity.

Administrative/Planning Costs
The remaining 10% ($368,779) of the grant will be reserved for grant administration and planning purposes.

ALTERNATIVES

1. **Alternative 1**. Adopt Amendment 1 to the FY 10/11 Annual Action Plan and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff recommends this action because it complies with the Dodd-Frank Act and adheres to the guidelines provided in the HUD Federal Register Notice, dated October 19, 2010 (Docket No. FR-5447-N-01).**

2. **Alternative 2:** Decline to adopt Amendment 1 to the FY 10/11 Annual Action Plan and decline to authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities. **Staff does not recommend this action because it would result in a failure to complete Dodd-Frank Act and HUD requirements for NSP3.**

FISCAL IMPACT

The NSP3 funds are a HUD grant and do not require any matching funds. Please note, this amendment will not impact other City funding (i.e., the General Fund or redevelopment). The Federal Housing and Economic Recovery Act does allow for the leveraging of NSP funds with existing RDA or CDBG monies. However, this is currently not considered as a viable option because these funds have been previously budgeted to other projects.

It is anticipated that the NSP activities could potentially generate revenue, or program income. Should this occur, the HERA requires that the monies to be reapplied to the NSP program and treated as additional funding, subject to the same expenditure criteria. According to the HERA, the City may continue to utilize NSP program income through July 30, 2013. As currently written, any program income generated after that date must be returned to the U.S. Treasury.

A summary of the NSP budget is provided below.

PROPOSED NSP BUDGET	
NSP Total Grant	$3,687,789
NSP-Activity 1: Single Family Acquisition/Rehabilitation/Resale	$ 2,669,010
NSP-Activity 2: Neighborhood Stabilization Homeownership Program	$ 300,000
NSP-Activity 3: Demolition	$ 50,000
NSP-Activity 4: Land Banking	$ 100,000
NSP-Activity 5: Redevelopment	$ 200,000
NSP Administration Cap (10%)	$368,779
Total Anticipated Grant Expenditures	$3,687,789

The $3,687,789 grant will be made available to Moreno Valley as a line of credit through HUD's Disaster Recovery Grant Reporting System (DRGR)[1]. Once the Annual Action Plan Amendment is approved by HUD, the City will be required to submit quarterly reports summarizing obligations, expenditures, draw downs, and accomplishments for all activities through the DRGR system.

Under NSP3, grantees have 2 years from the date HUD signs the grant agreements to expend 50% the grant funds and 3 years to expend an amount equal to the total grant allocation.

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   NSP3 funds will enhance the City's ability to stabilize housing and preserve City neighborhoods.

2. **PUBLIC SAFETY**
   The NSP3 activities will directly or indirectly help to provide a secure environment for by reducing the number of vacant and abandoned properties in the community.

3. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   The NSP3 activities will help to preserve, rehabilitate and improve the City's existing neighborhoods.

SUMMARY

In accordance with the Wall Street Reform and Consumer Protection Act of 2010, HUD is allocating additional emergency grants to states, cities, and counties to address the foreclosure crisis. The City of Moreno Valley has been allocated $3,687,789 to implement a third round of Neighborhood Stabilization Program activities (NSP3) within a 36-month timeline. To receive the grant allocation, an NSP3 Substantial Amendment to the FY 10/11 Annual Action Plan must be provided to HUD no later than March 1, 2011. This report provides for an overview of the four proposed activities to be implemented as part of the NSP3 program, if approved.

Funding recommendations are included herein for each proposed activity. Consistent with the NSP1 program, staff is requesting authority be granted to the City Manager to move NSP funds between HUD-approved activities if it is found necessary. This authority would assist the City to respond quickly to situations affecting the program, such as changing market conditions.

[1] HUD will monitor the NSP monies separately from standard CDBG funds, which are monitored via the Integrated Disbursement and Information System (IDIS).

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on February 7, 2011. A copy of the draft NSP3 amendment was also available on the City website for public review and comment. A summary of the proposed program was also made available in Spanish. The official 15-day public review period occurred between February 7, 2011 and February 21, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A Proposed NSP3 Target Areas Map
ATTACHMENT B Neighborhood Stabilization Program 3 Substantial Amendment

Prepared By:
Name Michele Patterson
Title Redevelopment & Neighborhood Programs Administrator

Department Head Approval:
Name Barry Foster
Title Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FORECLOSURE

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JACLYN AVE
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PERRIS BLVD
INDIAN ST
HEMLOCK AVE
SUNNYMEAD BLVD
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
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NASON ST
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Attachment B

NEIGHBORHOOD STABILIZATION PROGRAM 3RD ROUND

SUBSTANTIAL AMENDMENT
CITY OF MORENO VALLEY

Jurisdiction(s): City of Moreno Valley **Jurisdiction Web Address:** http://www.moval.org/resident_services/housing/index_housing.shtml **Mailing Address:** 14177 Frederick St. Moreno Valley, CA 92553	**NSP Contacts:** Michele Patterson Redevelopment & Neighborhood Programs Administrator Shanikqua Freeman Housing Program Coordinator **Telephone:** 951-413-3450 **Fax:** 951-413-3459 **Email:** MicheleP@moval.org ShanikquaF@moval.org

The City of Moreno Valley wishes to thank HUD for recognizing the seriousness of the housing crisis in our City and allocating $3,687,789 in the third round of Neighborhood Stabilization Program (NSP) funds to address foreclosed, vacant, and abandoned homes. The City is determined to find the highest and best use for these emergency dollars and offers the following plan for your review.

NEIGHBORHOOD STABILIZATION PROGRAM 3RD ROUND

SUBSTANTIAL AMENDMENT
CITY OF MORENO VALLEY

MORENO VALLEY
WHERE DREAMS SOAR

TABLE OF CONTENTS

PAGE

A. AREAS OF GREATEST NEED 1
B. DISTRIBUTION AND USES OF FUNDS 3
C. DEFINITION AND DESCRIPTIONS 6
D. HOUSING MARKET CONDITIONS 8
E. INFORMATION BY ACTIVITY 9
- ACTIVITY 1, ACQUISITION, REHABILITATION, RESALE 9
- ACTIVITY 2, NEIGHBORHOOD STABILIZATION HOMEOWNERSHIP PROGRAM 11
- ACTIVITY 3, DEMOLITION 14
- ACTIVITY 4, LAND BANKING 16
- ACTIVITY 5, REDEVELOPMENT 18
- ACTIVITY 6, ADMINISTRATION 19

F. SPECIFIC ACTIVITY REQUIREMENTS 21
G. LOW INCOME TARGETING 21
H. DEMOLITION OR CONVERSION OF LOW- AND MODERATE-INCOME UNITS 22
I. PUBLIC COMMENT PERIOD 22

APPENDICES

REQUIRED CERTIFICATIONS ..... APPENDIX A
NSP SUBSTANTIAL AMENDMENT CHECKLIST ..... APPENDIX B
APPLICATION FOR FEDERAL ASSISTANCE STANDARD FORM 424 ..... APPENDIX C

ATTACHMENTS

CENSUS TRACT AND BLOCK GROUP MAP WITH RISK SCORES ..... ATTACHMENT 1
NSP3 MAPPING TOOL MAPS AND REPORTS ..... ATTACHMENT 2

A. AREAS OF GREATEST NEED

HUD: Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

City Response:

The City of Moreno Valley is a 51-square mile city located in western Riverside County, California. Through 2006, Moreno Valley consistently ranked as one of the fastest growing cities in the nation. This significant growth rate, combined with skyrocketing home prices and risky lending practices, placed Moreno Valley near the top of a less desirable ranking – it is one of the cities hardest hit by foreclosures.

The Department of Housing and Urban Development (HUD), via the 2008 HERA Act, recognized the seriousness of Moreno Valley's foreclosure problem and allocated $11,390,116 to the City for use in neighborhood stabilizing activities. In the effort to address continued needs, Moreno Valley was allocated an additional $3,687,789 in the third round of Neighborhood Stabilization Program (NSP) funds, authorized on July 21, 2010 under the Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act).

In response to Moreno Valley's foreclosure problem and with HUD's allocations, the City will focus its efforts in the areas of greatest need. In order to identify these areas, the City analyzed various information:

The foreclosure and abandonment risk scores were calculated by HUD, through evaluation of the data described below. HUD provided the risk scores in a 1-20 priority ranking with 20 representing the highest risk of foreclosure/abandonment. HUD established California's minimum eligible need score of 17. **The entire City of Moreno Valley has been determined eligible, with NSP3 Need Scores ranging from a few Census Tracts with scores of 18 or 19 and 87% of the City scoring at 20.**

HUD's NSP3 Risk Score Data Sources:

1). City unemployment rate – Moreno Valley's rate is currently 16.4% (14,300 Moreno Valley were unemployed in December 2010), which significantly exceeds Riverside County's rate of 14.2%.
2). Average housing sales price decline since market peak – Moreno Valley's resale prices have declined – 44.3% since the peak of the market.
3). High cost loan rates by census tract/block groups (mortgages with interest-only payment options, stated income mortgages with high loan to value ratios, etc.) – Moreno Valley's high cost loan rates range from 21.1% to 41%.

The City considered HUD's updated Census Tract foreclosure risk scores, datasets found on www.huduser.org, HUD's NSP3 Mapping Tool, maps developed at the HUD-recommended www.policymap.com website, plus Moreno Valley's NSP1 Target Area map and developed the attached map of the City's proposed NSP3 Target Areas (see Attachment 1).

Utilizing this data, the City identified areas of need, including areas with a high percentage of current home foreclosures, areas with a high percentage of risky home loans, and areas with high future foreclosure rate projections.

Specific Findings:

Since the entire City of Moreno Valley has been determined eligible, with 87% of the Census Tracts assigned an NSP3 Need Scores at 20, the City has used deep targeting to identify the NSP3 Target Areas as those that offer the greatest potential for visible impact. The City proposes to prioritize the use of NSP3 funds in targeted Census Tracts not identified as eligible as part of the NSP 1 Program, to expand the City's NSP response capabilities. The proposed Target Areas have all received a HUD-calculated Foreclosure Risk Score of 20, demonstrating a concentration of existing foreclosures, a high percentage of homes finance with subprime mortgages, and a risk of high future foreclosure rates (also evidenced through the NSP3 Planning Data).

NSP3 Target Areas:

NSP3 requires a focused approach to each grantee's foreclosure response. As a result, Moreno Valley utilized deep targeting principles to select the proposed NSP3 Target Areas.

Though the City's NSP1 program is successfully serving a large portion of Moreno Valley (30 of the City's 86 Census Tracts), several Census Tracts that were found ineligible for NSP1 assistance have suffered an increase in the foreclosure risk factors and now have NSP3 Need Scores of 20. In addition, Moreno Valley has NSP1-eligible condominium neighborhoods that remain unassisted. Moreno Valley's focused approach to identifying NSP3 Target Areas would assist the following:

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. Target Area 3 has an NSP3 Risk Score of 20.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr. Half of this Target Area remains eligible for NSP1. However, the additional area expands the opportunities to address the needs of condominium neighborhoods. Target Area 4 has an NSP3 Risk Score of 20.
- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. Target Area 5 has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

B. DISTRIBUTION AND USES OF FUNDS

HUD: Provide a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c)(2) of HERA, as amended by the Recovery Act and the Dodd-Frank Act, that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures.

City Response:

The Housing and Economic Recovery Act of 2008 established the following eligible uses:

- Establishment of financing mechanisms for the purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low and moderate income homebuyers.
- Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties.
- Establishment of land banks for homes that have been foreclosed upon.
- Demolition of blighted structures.
- Redevelopment of demolished or vacant properties.

With these eligible uses in mind, the City of Moreno Valley has identified activities that would best address the needs of the community while meeting the requirements of Section 2301(c)(2) of HERA, as amended by the Dodd-Frank Act. The proposed activities are described below.

The NSP3 grant will fund five primary activities plus Administration:

1) Acquisition, Rehabilitation, and Resale in the amount of $2,669,010
2) Neighborhood Stabilization Homeownership Program (NSHP) in the amount of $300,000
3) Demolition in the amount of $50,000
4) Land banking in the amount of $100,000
5) Redevelop demolished or vacant properties as housing in the amount of $200,000.
6) Administration in the amount of $368,779

NOTE: The City of Moreno Valley is not proposing to include a rental component in the NSP3. The City operated an Acquisition, Rehabilitation, Rental program under the NSP1 grant and found that our real estate market conditions do not support this activity. Purchase prices are low enough and investors are competitively over-bidding property list prices such that NSP acquisitions that require negotiation of a 1% discount are not successful. While the rental program was used to comply with spending requirements for the LH25 population, the City instead proposes to utilize an Acquisition, Rehabilitation, Resale program offering low-cost single family detached or condominium units to households earning up to 50% AMI.

Activity 1- Acquisition/Rehabilitation/Resale (ARR) of Single Family Residential Units

The City of Moreno Valley proposes to dedicate $2,669,010 (72%) of the NSP3 grant to acquiring foreclosed single-family detached and/or single-family attached (condominium) residence(s) and then rehabilitating and reselling them to income-eligible households of up to 120% AMI. Alternatively, the City may request transfer of Activity 1 funds in the future to Activities 4 or 5, to provide additional funds for land banking and/or redevelopment, as needed.

Under the NSP1 grant, the ARR program is already being used effectively to rehabilitate foreclosed properties in neighborhoods with a Foreclosure Risk Score of 9 or 10 (a score of 10 indicated the highest level of need). As described in Section A above, the City proposes to extend the availability of the ARR program into a few newly targeted neighborhoods now identified as having a high risk of foreclosure. Also, Moreno Valley contains some condominium neighborhoods struggling with excess foreclosures and rental units. With inadequate owner-occupancy rates, FHA financing is not available for families seeking to acquire condominium units and these complexes continue to stagnate. In response, the City proposes to include condominium units in the NSP3 ARR activity to reverse the high rental trend and make affordable homeownership available to Moreno Valley residents, including the LH25 population (those earning up to 50% AMI).

Practically, the City of Moreno Valley will partner with several residential development partners make a visible impact on the identified target areas. Properties will be acquired at a minimum discount of 1% below appraised value, in compliance with NSP3 regulations. All ARR NSP3 properties will be rehabilitated. Energy efficient and environmentally-friendly "green" elements will be incorporated into the rehabilitation scopes of work for each property. Prior to resale, the NSP3 properties must pass an inspection by a City building inspector for compliance with the City's Housing Quality Standards.

To comply with NSP3 requirements, the City will to dedicate at least $921,947 (25%) of the grant to households that earn up to 50% AMI. The City will tailor this component of the ARR activity to increasing homeownership opportunities for income-eligible households by targeting the purchase of single-family attached (condominium) units and/or lower-priced single-family detached units and providing financing assistance to lessen the affordability gap.

Activity- 2: Neighborhood Stabilization Homeownership Program (NSHP)

The City of Moreno Valley will dedicate $300,000 (8%) of the NSP3 allocation to provide for buyer-driven homeownership for low, middle, and moderate income-eligible homebuyers earning up to 120% area median income (AMI). The funds will be used to provide direct homebuyer acquisition assistance and/or rehabilitation financing. The funds may be used to provide assistance to the homebuyer through down payment, closing costs and/or minor rehabilitation/repair work while incorporating energy-efficient improvements that will provide long-term affordability and increased sustainability. Minor home repair assistance will include interior and exterior repairs and curb appeal improvements. The minor rehabilitation financing component of the activity is designed to help absorb single-family properties in the market that may otherwise not be absorbed due to a homebuyer's inability to make the necessary repairs because of a lack of resources.

In accordance with NSP3 Guidelines, all properties assisted via the use of NSP3 funds are subject to continued affordability restrictions. As a result, each property assisted under the NSHP activity will be subject to recorded covenants for a 15 year term. The covenants will be used to ensure, to the maximum extent practicable, that the properties remain affordable to families and individuals whose incomes do not exceed 120% AMI . The 'soft second' component encourages income-eligible homeowners to remain in the NSP affordable unit. Continued affordability will be ensured via an annual monitoring process to be conducted by City staff. No interest will be charged on the 'soft second.' However, should the home sell or transfer before the affordability period is realized, the City will collect a share of the equity on a declining scale. In other words, if the NSP assisted property is sold or transferred within the covenant period, the City will then be entitled to a share of the gain on sale in addition to the original amount loaned. The gain on sale returned to the City will not exceed the total investment made into the property by the City. The Covenants will remain in effect for the prescribed Covenant Period of 15 years and are not cancelled upon the sale of the property. A subsequent owner of the property will be subject to the recorded Covenant for the remainder of the affordability period.

Activity 3- Demolition

The City of Moreno Valley will dedicate $50,000 (1%) to demolish blighted structures. The funds will be used to acquire and demolish foreclosed and vacant properties that are dilapidated beyond reasonable financial repair, and/or present health and safety hazards. Upon the completion of the demolition, properties will be maintained through the land bank that will be established as one of the eligible NSP3 activities.

Activity 4 – Land Banking

The City of Moreno Valley will dedicate $100,000 (3%) of the NSP3 grant to assembly, temporary management, and disposal of vacant land after a structure has been demolished. The funds will be used toward the maintenance of the property after a demolition has occurred until new residential construction on the property can take place.

Activity 5 – Redevelopment

This activity is for the redevelopment of vacant sites or demolished sites for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts in Target Areas 1 and 2, as defined above. In addition, the City will leverage the NSP 3 funds with other funding sources (i.e. HOME and RDA Set-Aside funds) to maximize the effectiveness of the activity. The City will partner with various development partners to create affordable homeownership opportunities for income-eligible households earning up to 120% AMI by redeveloping vacant properties held in the City's land bank.

BUDGET: A summary of the NSP budget is provided below:

PROPOSED NSP BUDGET	
NSP3 Total Grant	**$3,687,789**
NSP3-Activity 1, Acquisition/Rehabilitation/Resale (ARR)	$2,669,010
LH25: $ 921,947	
LMMH: $1,747,063	

NSP3-Activity 2, Neighborhood Stabilization Homeownership Program	$ 300,000
NSP3-Activity 3, Demolition	$ 50,000
NSP3-Activity 4, Land banking	$ 100,000
NSP3-Activity 5, Redevelopment	$ 200,000
NSP3 Administration Cap (10%)	$ 368,779
Total Proposed Grant Expenditures	**$3,687,789**

Under the Dodd-Frank Act, the City of Moreno Valley must expend at least 50% or $1,843,894.50 of the allocated funds within 2 years of the date the funds become available, and 100% or $3,687,789.00 of the funds within three years. It is anticipated that the NSP3 activities could potentially generate revenue, or program income. Should this occur, the monies will be reapplied to the NSP3 program and treated as additional funding, subject to the same expenditure criteria as the original grant funds.

The NSP3 Program will be an extension of the NSP1 Program currently being implemented by the City of Moreno Valley, which has been successful to date. Once the NSP3 program is underway, staff will conduct internal evaluations of the NSP3 activity progress to ensure its effectiveness. Should a particular activity be found to not meet the required milestones, the City proposes to allow the City Manager to make 'non-substantial' plan adjustments that shift funds between approved NSP activities to meet spending commitment requirements.

C. Definitions and Descriptions

HUD: AFFORDABILITY - Describe how the grantee will ensure continued affordability for NSP assisted housing.
The City of Moreno Valley is committed to maintaining affordability for its NSP3 assisted housing.

NSP activities using the 25% allocated for households earning up to 50% area median income (LH25) will target efforts to increasing homeownership opportunities within this income level. Given the shift in the real estate market, the City of Moreno Valley will make a focused effort to acquire single-family attached units. Many of the condominium projects in the City have experienced increased foreclosure rates. As a result, the pricing for the available units has become extremely competitive. With competitive pricing and financial assistance to bridge the affordability gap, increased opportunities for individuals and/or families earning up to 50% area median income have become evident. The units will be subject to 15-year affordability covenants that run with the unit, which means subsequent owners will be subject to the covenants until the expiration of the 15-year affordability period.

All NSP3 single family home purchase activities involving assistance to households earning up to 120% of area median income (LMMH) will be subject to the affordability period of 15 years. Should the household sell or transfer the property before the affordability period is complete, the City will collect a share of the increased equity. In other words, if the NSP-assisted property is sold of transferred within the 15-year affordability, the City will be entitled to a share of the gain on sale in addition to the principal amount loaned. The funds returned to the City on the sale of the unit will be considered program income and will be recycled back into the appropriate account to fund additional NSP projects.

HUD: Define "AFFORDABLE RENTS."
"Affordable Rents" means a rental housing cost not in excess of that which may be charged the applicable eligible person or family pursuant to Section 50053 of the California Health and Safety Code. No rental activities are currently proposed under the NSP3.

HUD: Define "blighted structure" in context of state or local law.
A structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.

The California legislative definition of blight is found in the Health and Safety Code Sections 33030 and 33031. In sum, the definition describes two basic areas of blight: physical and economic.
Subdivision (a) of section 33031 describes the physical conditions that cause blight as follows:

- "Buildings in which it is unsafe or unhealthy for persons to live or work. These conditions can be caused by serious building code violations, dilapidation and deterioration, defective design or physical construction, faulty or inadequate utilities, or other similar factors.
- Factors that prevent or substantially hinder the economically viable use or capacity of buildings or lots. This condition can be caused by a substandard design, inadequate size given present standards and market conditions, lack of parking, or other similar factors.
- Adjacent or nearby uses that are incompatible with each other and that prevent the economic development of those parcels or other portions of the project area.
- The existence of subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership."

Subdivision (b) of section 33031 describes the economic conditions that cause blight as:

- "Depreciated or stagnant property values or impaired investments, including, but not necessarily limited to, those properties containing hazardous wastes that require the use of agency authority as specified in Article 12.5 (commencing with 33459), discussed in chapter 6, entitled Environmental Issues.
- Abnormally high business vacancies, abnormally low lease rates, high turnover rates, abandoned buildings, or excessive vacant lots within an area developed for urban use and served by utilities.
- A lack of necessary commercial facilities that are normally found in neighborhoods, including grocery stores, drugstores and banks, and other lending institutions.
- Residential overcrowding or an excess of bars, liquor stores, or other businesses that cater exclusively to adults that has led to problems of public safety and welfare.
- A high crime rate that constitutes a serious threat to the public safety and welfare."

Define LH25: Refers to those households earning up to 50% area median income. The City will allocate no less than 25% of the NSP3 grant funds to serving households in this income category.

Define LMMH: HUD characterizes households whose incomes do not exceed 120% area median income as "low-, moderate-, and middle-income households," abbreviated as LMMH.

HUD: Describe housing rehabilitation standards that will apply to NSP3-assisted activities.
The City has Housing Quality Standards (HQS) created to conform to the Department of Housing and Urban Quality Standards, in addition to applicable municipal laws, Codes, and Building Code Standards.

The HQS covers six essential areas of construction:

1) Physical and/or Environmental Improvements,
2) Structural-Exterior Building Improvements and Finishes
3) Building Interior,
4) Plumbing
5) Electrical
6) Mechanical

For NSP3 properties in particular, the City's HQS will be revised to include energy efficient and environmentally-friendly "green" requirements for incorporation into the rehabilitation scope of work for each property.

Within the HQS, the City has outlined the minimum requirements that each NSP assisted housing unit must meet prior to occupancy by the eligible participant(s). The City's NSP3 building inspector reviews proposed scopes of work for each NSP3 property and makes revisions in compliance with the HQS. If upon inspection, it is found that a unit does not meet the standards, occupancy will be deferred until the unit does meet the standards (i.e., after repair and successful re-inspection of the unit).

HUD: Describe how vicinity hiring requirements will apply to NSP3 assisted activities.

The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City, shall to the maximum extent feasible, provide for the hiring of employees who reside in Moreno Valley. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

D. HOUSING MARKET CONDITIONS

Moreno Valley's current housing market continues to struggle with excessive numbers of foreclosures: 1,861 are currently in the foreclosure process plus more than 850 are already bank-owned. In general, homes are not available for sale unless they are bank-owned or the owner is seeking a short-sale. According to the Multiple Listing Service

(MLS), more than 250 single family homes and more than 45 condominiums are currently for sale in Moreno Valley.

Though prices have dropped more than 44%, home sale pricing seems to have stabilized somewhat. Over the last year, the median resale price for single-family homes rose just 2% (or $3,681) to $160,208 in December 2010. Sales numbers show strong interest in Moreno Valley's market as investors compete to purchase prospective rental or rehabilitation/resale properties. However, owner-occupant home purchasing remains sluggish and pockets of Moreno Valley continue to experience price declines. Under the City's NSP1 grant, some ARR homes have required resale price reductions after properties sat on the market for extended periods, to encourage purchase by owner-occupant homebuyers.

E. NSP INFORMATION BY ACTIVITY (ACTIVITY 1)

1) **Activity Name**: **Acquisition, Rehabilitation, and Resale (ARR) of Single Family Attached or Detached Units** **$2,669,010**

2) **Activity Type**:

- NSP: Under HERA 2301(c)(3)(B) - Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties

- CDBG: Under 24 CFR 570.201 (a) Acquisition and (b) Disposition

3) **National Benefit Objective**: Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date**: Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date**: In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the NSP3 grant funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that acquisition, rehabilitation, and resale will continue through mid-2014.

6) **Responsible Organization**:

City of Moreno Valley
Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
951-413-3455, michelep@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

7) **Location Description:** To ensure that NSP3 funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the ARR activity in the Target Areas described in Section A and restated below (all proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr. Half of this Target Area remains eligible for NSP1. However, the additional area expands
- the opportunities to address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.
- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for acquisition, rehabilitation, and resale of foreclosed, vacant, and abandoned single family attached and detached homes by the City in cooperation with residential development partners. The homes will be acquired at a minimum discount of 1% off the appraised value. The homes will be rehabilitated and re-sold to qualified owner-occupant home buyers – targeting families earning up to 50% AMI (LH25 population) and families earning up to 120% AMI (LMMH population).

Homebuyers will be required to execute an affordable housing agreement that restricts their ability to resell to households in the same income category (i.e., 50% or 120% AMI). Moreno Valley's affordable housing agreements are structured to run with the property for 15 years. The City estimates subsidizing ARR transactions at an average amount of $50,000 per LH25 property and $36,000 per LMMH property. No interest will be charged to the homebuyer for this subsidy.

However, to encourage continued owner-occupancy, the City's affordable housing agreement requires payment of a share of the gain on sale (equity share) if the homebuyer sells, transfers, or ceases to occupy the property prior to the expiration of the 15-year affordability period. The gain of sale returned to the City will not exceed the total investment made into the property by the city.

9) **Total Budget**: (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is $3,687,789. The budget for this activity is set at $2,669,010, and is intended to serve the following NSP3-eligible populations:

- LH25 families with incomes up to 50% AMI $ 921,947
- LMMH families with incomes up to 120% AMI $ 1,747,063

Alternatively, the City may request transfer of Activity 1 funds in the future to Activities 4 or 5, to provide additional funds for land banking and/or redevelopment, as needed.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of properties acquired and resold to eligible (both LH25 and LMMH) households.

The City estimates subsidizing ARR transactions for LH25 households at an average amount of $50,000 per property, producing an estimated performance measure for this population of 18 units.

The City estimates subsidizing ARR transactions for LMMH households at an average amount of $36,000 per property, producing an estimated performance measure for this population of 31 units.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 2)

1) **Activity Name: Neighborhood Stabilization Homeownership Program (NSHP)**

2) **Activity Type**:

- NSP – Under HERA 2301(c)(3)(A), establish financing mechanisms for purchase and redevelopment of foreclosed upon homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low- and moderate- income homebuyers;

- CDBG – Under 24 CFR 570.206 direct homeownership assistance

3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:** Moreno Valley's NSHP will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the NSHP grant funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that direct homebuyer assistance for property acquisition and / or rehabilitation will continue through mid-2014.

6) **Responsible Organization:**

City of Moreno Valley
Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
951-413-3455, michelep@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

7) **Location Description:** To ensure that NSP3 funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the ARR activity in the Target Areas described in Section A and restated below (all proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 3: Condominiums at Iris Ave. and Lasselle St. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.
- Target Area 4: Condominiums at Moreno Beach Dr. and JFK Dr. Half of this Target Area remains eligible for NSP1. However, the additional area expands the opportunities to address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.

- Target Area 5: Condominiums at Perris Blvd. and Hemlock Ave. This Target Area remains eligible for NSP1. However, approved NSP1 activities do not address the needs of condominium neighborhoods. This target area has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) Activity Description:

This activity will provide for acquisition, rehabilitation, and resale of vacant and abandoned homes by income-eligible households (up to 120% area median income) via a tailored version of the City's existing first time homebuyer assistance program. The tenure of the beneficiaries is homeownership and the terms of assistance will be in the form of a 30 year deferred, silent second, 'soft' loan, with zero interest rate (no monthly payments due, and a proportionate equity share mechanism in lieu of interest).

In this activity, the income-qualified homebuyers will acquire properties directly. The City will not hold ownership under this activity, but will ensure the appraisal requirements are met and required discounts are provided to the NSP homebuyer. Under the program, the responsibility of meeting the City's Housing Quality Standards (HQS, for more information please refer to the Definitions, Section C) shall be placed on the homebuyer and NSHP funds may be used to fund homebuyer rehabilitation work. The City will educate lenders and local realtors regarding the HQS. The property will be inspected by a City Building Inspector at time of sale to ensure the HQS are met.

Affordability covenants will be recorded against each property for a 15 year term. For more information on affordability covenant terms, please refer to page 9. The 'soft second' component encourages income-eligible homeowners to remain in the NSP affordable unit. The loan will be forgiven at the expiration of the affordability period. Continued affordability will be ensured via a monitoring process to be conducted by City staff. Should the household, sell or transfer the property before the affordability period expires, the City will collect an equity share. In other words, if the NSP assisted property is sold or transferred, the City will then be entitled to a share of the gain on sale in addition to the original amount loaned. The gain of sale returned to the City will not exceed the total investment made into the property by the city.

9) Total Budget: (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is $3,687,789. The budget for this activity is set at $300,000, which represents the proposed 20% of list price NSP contribution. Private lender financing of the remaining 80% is estimated at $1.5 million.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of properties acquired and resold to eligible (both LH25 and LMMH) households. The City estimates subsidizing NSHP transactions at 20% of the purchase price. For example, at a typical sales price of $150,000 per property, the proposed budget for this activity could produce an estimated performance measure of 10 units. The actual count of units assisted may vary, depending on the purchase price of the unit.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Participation Agreements to be executed by the Development Partners selected for NSP3 implementation. The City will monitor Development Partner compliance through collection of Section 3 reporting data.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 3)

1) **Activity Name: Demolition**

2) **Activity Type:**

- NSP – Under HERA 2301(c)(3)(D), demolish blighted structures
- CDBG – Under 24 CFR 570.201(d) clearance for blighted structures only

4) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date:** Moreno Valley's NSHP will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date:** In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Demolition activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Demolition activities may continue through mid-2014.

6) **Responsible Organization:**

City of Moreno Valley
Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
951-413-3455, michelep@moval.org

14177 Frederick St., Moreno Valley, CA 92553

Additional development partners shall be contracted to implement the program with close City oversight.

7) **Location Description:** To ensure that NSP3 demolition funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the Demolition activity in Target Areas 1 and 2 only, described in Section A and restated below (both proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity will provide for the demolition of vacant, foreclosed and abandoned single and multi-family residences by the City in cooperation with residential development partners. Properties that present blight, pose health and safety hazards, and are comprised of illegal structures will be acquired at a discounted rate of at least 1% below appraised value and demolished. Upon completion of the demolition, the land will be added to and maintained through the land bank established by the City as part of the eligible the Program's land banking activity described in further detail below. The land will be redeveloped to create affordable homeownership opportunities for income-eligible households earning up to 50% area median income (LH25) and 120% area median income (LMMH), at a later date.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total NSP3 allocation is $3,687,789. The budget for this activity is set at $50,000. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The effectiveness of this activity will be measured by the number of blighted properties that are demolished. Based on recent experience, the City estimates

demolition expenses not to exceed $10,000 per property. At this cost, the actual count of blighted units to be demolished is estimated at 5.

11) **Local Hiring** The City of Moreno Valley will incorporate local hiring requirements into the Agreements to be executed by the Demolition contractors.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 4)

1) **Activity Name**: **Land banking**

2) **Activity Type**: (include NSP eligible use & CDBG eligible activity)

- NSP – Under HERA 2301 (c) (3), (C) establish land banks for homes that have been foreclosed upon;

- CDBG – Under 24 CFR 570.201 (a) acquisition

3) **National Objective**: Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date**:

Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds..

5) **Projected End Date**:

In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the land banking activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that land banking activities may continue through mid-2021, as a land bank may not hold a property for more than ten years without obligating the property for a specific, eligible redevelopment project in accordance with NSP requirements.

6) **Responsible Organization**:

City of Moreno Valley
Community & Economic Development Department, Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
Ph. 951-413-3455, E-mail: MicheleP@moval.org
14177 Frederick St., Moreno Valley, CA 92553

Additional partners such as a City certified Community Housing Development Organization (CHDO) or other non-profit residential developer shall be contracted to implement the program and manage the units with close City oversight.

7) **Location Description**: To ensure that land banking funds will be utilized to address foreclosures in areas of greatest need, Moreno Valley proposes to implement the Land banking activity, when necessary, in Target Areas 1 and 2 only, described in Section A and restated below (both proposed areas have a HUD Foreclosure Risk Score of "20"):

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.

Please see Attachment 2 – NSP3 Mapping Tool maps and Planning Data reports for details about the proposed NSP3 Target Areas.

8) **Activity Description:**

This activity provides for the acquisition of undeveloped parcels located within the designated Target Areas to eliminate the blight caused by underutilized land. In accordance with NSP3 regulations, the properties will be acquired with a minimum 1% discount off the appraised value. The undeveloped parcels will be held in and maintained through the land bank that will be established through the Program. The parcels will be developed at a later date to create affordable homeownership opportunities to income-eligible households earning up to 50% area median income (LH25%) and income-eligible households earning up to 120% area median income (LMMH). The funds budgeted for this activity will also be used to maintain the properties that have been rendered vacant as a result of Activity 3 - Demolition, as described above. The City will focus its land banking efforts in Target Areas 1 and 2, as described above.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total allocation is $3,687,789. The budget for this activity is set at 3% of the NSP grant, or $100,000, and it will be used to serve the populations earning up to 50% AMI (LH25) and up to 120% AMI (LMMH). Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

This activity is predicated by the availability of undeveloped, vacant properties located in the designated Target Areas. It is expected that a minimum of 6 properties will be

held in the land bank and used to create homeownership opportunities for income-eligible households earning no more than 50% AMI (LH25) and income-eligible households earning no more than 120% AMI (LMMH).

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 5)

1) **Activity Name**: **Redevelopment**

2) **Activity Type**: (include NSP eligible use & CDBG eligible activity)

   - NSP – Under HERA 2301 (c) (3), (E) redevelop demolished or vacant properties.

   - CDBG – Under 24 CFR 570.201 (a) acquisition

3) **National Objective**: Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) **Projected Start Date**:

   Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) **Projected End Date**:
   In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Redevelopment activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Redevelopment activities may continue through mid-2014.

6) **Responsible Organization**:

   City of Moreno Valley
   Community & Economic Development Department,
   Neighborhood Preservation Division
   Michele Patterson, Redevelopment & Neighborhood Programs Administrator
   Ph. 951-413-3455, E-mail: MicheleP@moval.org
   14177 Frederick St., Moreno Valley, CA 92553

   Additional partners such as a City certified Community Housing Development Organization (CHDO) or other non-profit residential developer shall be contracted to implement the program and manage the units with close City oversight.

7) **Location Description**: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

This activity will focus on Target Areas 1 and 2, as defined below:

- Target Area 1: Bounded by Sunnymead Blvd., Frederick St., Dracaea Ave., and Graham St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.
- Target Area 2: Irregularly bounded by SR 60, Kitching St., Cottonwood Ave., Lasselle St, Alessandro Blvd., and Morrison St., this area was determined ineligible by HUD for NSP1 funds but now has an NSP3 Risk Score of 20.

8) **Activity Description:**

This activity is for the redevelopment of vacant sites or demolished sites for future development to provide housing to income-eligible households earning up to 120%. The City will focus its redevelopment efforts in Target Areas 1 and 2, as defined above. In addition, the City will leverage the NSP 3 funds with other funding sources (i.e. HOME and RDA Set-Aside funds) to maximize the effectiveness of the activity. The City will partner with various development partners to create affordable homeownership opportunities for income-eligible households earning up to 120% AMI by redeveloping vacant properties held in the City's land bank.

9) **Total Budget:** (Include public and private components)

The City of Moreno Valley's total allocation is $3,687,789. The budget for this activity is set at 5% of the NSP grant, or $200,000, and it will be used to serve populations earning up to 120% AMI. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

This activity's effectiveness will be predicated by the activities by the land bank. It is estimated that the City will have the ability to redevelop at least 1 vacant parcel with the established budget. Additional funding for this activity may be transferred from Activity 1 to provide additional funds for land banking and/or redevelopment, if needed in the future.

E (cont'd). NSP INFORMATION BY ACTIVITY (ACTIVITY 6)

1) **Activity Name: Administration and Planning Costs**

2) **Activity Type**: (include NSP eligible use & CDBG eligible activity)

- NSP Grant administration HERA § 2301(c)(3)

3) **National Objective:** Moreno Valley's NSP3 will be used for activities that meet the Low-, Moderate-, and Middle Income National Benefit Objective as defined under

HERA 2301(f)(3)(A)(i and ii) — i.e., LMMH households earn ≤ 120% of AMI, LH25 households earn ≤ 50% of AMI). NSP3 beneficiaries will be restricted to low-, moderate-, and middle-income (LMMH) households as defined in the HERA.

4) Projected Start Date:

Moreno Valley's NSP3 will commence immediately upon HUD's approval of Moreno Valley's Request for Release of Funds.

5) Projected End Date:

In compliance with the Dodd-Frank Act, the City of Moreno Valley intends to expend 100% of the Administration activity funds within three years of HUD's execution of the grant agreement. Moreno Valley estimates that Administration activities may continue through mid-2014.

6) Responsible Organization:

City of Moreno Valley
Community & Economic Development Department,
Neighborhood Preservation Division
Michele Patterson, Redevelopment & Neighborhood Programs Administrator
Ph. 951-413-3455, E-mail: MicheleP@moval.org
14177 Frederick St., Moreno Valley, CA 92553

7) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

City-wide

8) Activity Description:
This activity includes administration of the grant that includes, but is not limited to the following activities:

- Loan Processing
- Building inspection
- Compliance monitoring (NSP Compliance, Affirmative Marketing, Uniform Real Estate Acquisition and Relocation Act, Environmental Review, etc.)
- Data collection and reporting
- Contracting/Contract Administration
- Consultant selection and supervision
- Agreement preparation
- Legal Counsel
- Partner training
- Data entry and reporting through DRGR
- Provide technical assistance to various non-profit partners

- Ensure public participation
- Negotiation of purchases/sales and processing
- Program marketing to real estate professionals and the public

9) **Total Budget:** (Include public and private components)

NSP allows for 10% of the NSP budget ($368,779) and 10% of Program Income to be used for grant administration.

10) **Performance Measures** (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

All administrative activities will benefit low -, middle-, and moderate income households.

F. *SPECIFIC ACTIVITY REQUIREMENTS*

HUD: Describe the general terms under which assistance will be provided.

City Response:

Please refer to Section E- ***NSP Information by Activity***. Each activity narrative incorporates activity details pertaining to the general terms by which the City will provide assistance to income-eligible households. Each activity narrative identifies tenure of the beneficiaries, explains how the City will ensure continued affordability of all units benefiting through the use of NSP funds, and describes the City's planned activities to meet the statuary requirement of dedicating least 25%, or $921,947 of the grant funds, to providing affordable housing to the population earning up to 50% area median income.

G. LOW INCOME TARGETING

HUD: Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income.

City Response:

HUD has allocated to Moreno Valley a total of $3,687,789 in NSP funds. In compliance with HERA requirements, as amended by the Dodd-Frank Act, a minimum of 25% or $921,947 of that allocation must be used toward housing for individuals and families whose incomes do not exceed 50% of area median income. The City will ensure that at least this amount is utilized to house the target population, through the Acquisition/Rehabilitation/Resale of single family attached units by providing price subsidies to bridge the affordability gap. Many of the of the other eligible activities will be used to serve the population earning up to 50% AMI

H. Demolition or conversion of Low- and Moderate-Income Units

HUD: Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income).

City Response:

The City plans to dedicate $50,000, or 1% of the total grant to demolish dwelling units that are severely distressed and irreparable. The City will demolish only foreclosed and vacant units that are eligible for acquisition utilizing NSP3 funds. In addition, NSP efforts will be focused on existing housing units that are currently vacant. Therefore, the City does not expect that relocation of any low and moderate income households will be necessary.

I. Public Comment

HUD: Provide a summary of public comments received to the proposed NSP Substantial Amendment.

City Response:

The City published a Notice of Public Hearing and a Notice of 2010-2011 Action Plan Amendment in the Press-Enterprise (a local publication) on February 5, 2011, initiating the 15 day Public Review period. The Notice of Public Hearing was also uploaded to the City's website at www.moval.org. An option for the public to e-mail comments to the City was provided on the web page.

TO BE UPDATED UPON THE CONCLUSION OF THE PUBLIC COMMENT PERIOD

Appendix A

CERTIFICATIONS

(1) **Affirmatively furthering Fair Housing**. The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) **Anti-lobbying**. The jurisdiction will comply with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(3) **Authority of Jurisdiction**. The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(4) **Consistency with Plan**. The housing activities to be undertaken with NSP funds are consistent with its consolidated plan, which means that NSP funds will be used to meet the congressionally identified needs of abandoned and foreclosed homes in the targeted area set forth in the grantee's substantial amendment.

(5) **Acquisition and Relocation**. The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the Notice for the NSP program published by HUD.

(6) **Section 3**. The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(7) **Citizen Participation**. The jurisdiction is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(8) **Following Plan**. The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

(9) **Use of Funds in 3 years**. The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years of receipt of the grant.

(10) **Use NSP Funds ≤ 120% of AMI**. The jurisdiction will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120% of area median income.

(11) Assessments. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(12) **Excessive Force**. The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(13) **Compliance with Anti-discrimination Laws**. The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(14) **Compliance with Lead-based Paint Procedures**. The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(15) **Compliance with Laws**. The jurisdiction will comply with applicable laws.

_____ _____

Barry Foster
Community & Economic Development Director
City of Moreno Valley

Date

Appendix B

NSP 3 Substantial Amendment/Abbreviated Plan Checklist

Jurisdiction: City of Moreno Valley
Lead Agency: City of Moreno Valley
Jurisdiction Web Address: www.moval.org

NSP Contact Person: Shanikqua Freeman, Housing Program Coordinator
Address: 14177 Frederick St., PO Box 88005, Moreno Valley, CA 92552-0805
Telephone: 951-413-3450
Fax: 951-413-3459
Email: shanikquaf@moval.org

The required elements in the substantial amendment/abbreviated action plan are:

A. Areas of Greatest Need

Does the submission identify a neighborhood or neighborhoods as being areas of greatest need with an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the 20th percentile most needy score in an individual state? *See http://www.hud.gov/nsp for minimum thresholds.*

Yes ☒ No ☐ Verification found on page: 1

Comments:

B. Distribution and Use of Funds

Does the submission contain a narrative describing how the distribution and uses of the grantee's NSP3 funds will meet the requirements of Section 2301(c)(2) of HERA, as amended by the Recovery Act and the Dodd-Frank Act, that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures?

Yes ☒ No ☐ Verification found on page: 1

Note: The grantee's narrative must address the three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

Comments:

C. Definitions and Descriptions

For the purposes of the NSP3, do the narratives include:

- a definition of "blighted structure" in the context of state or local law
  Yes ☒ No ☐ Verification found on page: 7
- a definition of "affordable rents"
  Yes ☒ No ☐ Verification found on page: 7
- a description of how the grantee will ensure continued affordability for NSP3 assisted housing Yes ☒ No ☐ Verification found on page: 6
- a description of housing rehabilitation standards that provide for improvements to increase energy efficiency or conservation of such homes and properties or to provide for a renewable energy source or sources on homes or properties that will apply to NSP3-assisted activities (including applicable Energy Star requirements)
  Yes ☒ No ☐ Verification found on page: 8
- a description of how the grantee will comply with rental housing preference
  Yes ☐ No ☒ Verification found on page: not applicable
- a description of how the grantee will meet the vicinity hiring requirement
  Yes ☒ No ☐ Verification found on page: 8

Comments:

The City of Moreno Valley does not plan to focus efforts on rental housing; focus will be placed on creating homeownership opportunities.

D. Housing Market Conditions

Does the action plan narrative should specifically address how the grantee's program design will address the local housing market conditions?

Yes ☒ No ☐ Verification found on page: 8

Comments:

E. Information By Activity

Does the submission contain information by activity describing how the grantee will use the funds, identifying:

- eligible use of funds under NSP3?
  Yes ☒ No ☐ Verification found on page: 9-20
- correlated eligible activity under CDBG?
  Yes ☒ No ☐ Verification found on page: 9-20
- the areas of greatest need addressed by the activity or activities?
  Yes ☒ No ☐ Verification found on page: 9-20
- expected benefit to income-qualified persons or households or areas?
  Yes ☒ No ☐ Verification found on page: 9-20
- appropriate performance measures for the activity?
  Yes ☒ No ☐ Verification found on page: 9-20
- amount of funds budgeted for the activity?
  Yes ☒ No ☐ Verification found on page: 9-20
- the name, location and contact information for the entity that will carry out the activity
  Yes ☒ No ☐ Verification found on page: 9-20
- expected start and end dates of the activity?
  Yes ☒ No ☐ Verification found on page: 9-20
- how the grantee shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity of NSP3 projects or contract with small businesses that are owned and operated by persons residing in the vicinity of such project, including information on existing local ordinances that address these requirements?
  Yes ☒ No ☐ Verification found on page: 9-20
- the procedures used to create preferences for the development of affordable rental housing developed with NSP3 funds?
  Yes ☐ No ☒ Verification found on page: not applicable

Comments:

The City of Moreno Valley does not plan to focus efforts on rental housing; focus will be placed on creating homewonership opportunities.

F. Specific Activity Requirements

Does each activity narrative describe the general terms under which assistance will be provided, including:

If the activity provides financing,

- the range of interest rates (if any)
  Yes ☒ No ☐ Verification found on page: 21

If the activity provides housing,

- duration or term of assistance?
  Yes ☒ No ☐ Verification found on page: 21

- tenure of beneficiaries (e.g., rental or homeownership)?
  Yes ☒ No ☐ Verification found on page: 21
- does it ensure continued affordability?
  Yes ☒ No ☐ Verification found on page: 21

- does the applicant indicate which activities will count toward the statutory requirement that at least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50% of area median income?
  Yes ☒ No ☐ Verification found on page: 21

Comments:

Details that address this section are included in the narrative responses provided in Section E.

G. Low-Income Targeting

Has the grantee described how it will meet the statutory requirement that at least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50% of area median income?

Yes ☒ No ☐ Verification found on page: 21

Has the grantee identified how the estimated amount of funds appropriated or otherwise made available will be used for housing individuals or families whose incomes do not exceed 50% of area median income?

Yes ☒ No ☐ Verification found on page: 21
Amount budgeted: $921,947.00

Comments:

H. Demolition or Conversion of Low- And Moderate-Income Units

Does grantee plan to demolish or convert any low- and moderate-income dwelling units?
Yes ☐ No ☒ Verification found on page: 22

Does the substantial amendment include:

- The number of low- and moderate-income dwelling units—i.e., ≤ 80% of area median income— reasonably expected to be demolished or converted as a direct result of NSP-assisted activities?
  Yes ☒ No ☐ Verification found on page: 22

- The number of NSP3 affordable housing units made available to low- , moderate-, and middle- income households—i.e., ≤ 120% of area median income—reasonably expected to be produced by activity and income level as provided for in DRGR, by each NSP3 activity providing such housing (including a proposed time schedule for commencement and completion)?
  Yes ☒ No ☐ Verification found on page: 11
- The number of dwelling units reasonably expected to be made available for households whose income does not exceed 50 percent of area median income?
  Yes ☒ No ☐ Verification found on page: 11

Comments:

I. Public Comment Period

Was the proposed action plan amendment published via the grantee jurisdiction's usual methods and on the Internet for no less than 15 calendar days of public comment?
Yes ☒ No ☐ Verification found on page: 22

Is there a summary of citizen comments included in the final amendment?
Yes ☒ No ☐ Verification found on page: 22

J. Website Publication

The following documents are available on the grantee's website:

- Proposed NSP3 Substantial Amendment Yes ☐ No ☐
- Final NSP3 Substantial Amendment Yes ☐ No ☐
- Subsequent NSP3 Amendments Yes ☐ No ☐

Website URL:

K. SF424

Does the application contain the SF424 form?
Yes☒ No☐

L. Certifications

(Note: Make sure grantee signs the correct certifications; non-entitlement local governments have to sign a different set of certifications)

Certifications for Entitlement Communities and States:

The following certifications are complete and accurate:

(1) Affirmatively Furthering Fair Housing	Yes☒	No☐
(2) Anti-Displacement and Relocation Plan	Yes☒	No☐
(3) Anti-Lobbying	Yes☒	No☐
(4) Authority of Jurisdiction	Yes☒	No☐
(5) Consistency with Plan	Yes☒	No☐
(6) Acquisition and Relocation	Yes☒	No☐
(7) Section 3	Yes☒	No☐
(8) Citizen Participation	Yes☒	No☐
(9) Following a Plan	Yes☒	No☐
(10) Use of Funds	Yes☒	No☐
(11) a. Use NSP Funds ≤ 120 of AMI	Yes☒	No☐
b. No Recovery of Capital Costs through Special Assessments	Yes☒	No☐
(12) Excessive Force	Yes☒	No☐
(13) Compliance with Anti-Discrimination Laws	Yes☒	No☐
(14) Compliance with Lead-Based Paint Procedures	Yes☒	No☐
(15) Compliance with Laws	Yes☒	No☐

Certifications for Non-Entitlement Communities:

The following certifications are complete and accurate:

(1) Affirmatively Furthering Fair Housing	Yes☐	No☐
(2) Anti-Displacement and Relocation Plan	Yes☐	No☐
(3) Anti-Lobbying	Yes☐	No☐
(4) Authority of Jurisdiction	Yes☐	No☐
(5) Consistency with Plan	Yes☐	No☐
(6) Acquisition and Relocation	Yes☐	No☐
(7) Section 3	Yes☐	No☐
(8) Citizen Participation	Yes☐	No☐
(9) Use of Funds	Yes☐	No☐
(10) a. Use NSP Funds ≤ 120 of AMI	Yes☐	No☐
b. No Recovery of Capital Costs through Special Assessments	Yes☐	No☐
(11) Excessive Force	Yes☐	No☐
(12) Compliance with Anti-Discrimination Laws	Yes☐	No☐
(13) Compliance with Lead-Based Paint Procedures	Yes☐	No☐
(14) Compliance with Laws	Yes☐	No☐

Substantially Complete

Is the amendment substantially incomplete?

Yes☐ No☐

If the amendment is substantially incomplete, set for the basis of that determination by using the following as a guide:

- The amendment was developed without the requires citizen participation.
- The amendment fails to satisfy all of the required elements in the Notice.

Comments:

Recommended for approval ☐

Recommended for disapproval ☐

Date amendment disapproved (in part or in its entirety): Click here to enter a date.

Note: Written notification of disapproval must be communicated to the applicant in accordance with 24 CFR 91.500(c). If disapproved, provide documentation, including dates and times on incompleteness determination and discussions with grantee and headquarters.

Reviewed by: Click here to enter text. Date: Click here to enter a date.

Program Manager: Click here to enter text. Date: Click here to enter a date.

CPD Director: Click here to enter text. Date: Click here to enter a date.

Appendix C

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006

Version 7/03

2. DATE SUBMITTED	Applicant Identifier	
3. DATE RECEIVED BY STATE	State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	

1. TYPE OF SUBMISSION:

Application: ☐ Construction ☑ Non-Construction

Pre-application: ☐ Construction ☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Moreno Valley	**Organizational Unit:** Department: Community & Economic Development Department
Organizational DUNS: 177-134-186	Division: Neighborhood Preservation
Address: Street: 14177 Frederick Street	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: Ms. First Name: Michele
City: Moreno Valley	Middle Name
County: Riverside	Last Name: Patterson
State: California / Zip Code: 92553	Suffix:
Country: United States	Email: michelep@moval.org
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: 3 3 – 0 0 7 6 4 8 4	Phone Number (give area code): 951-413-3450 / Fax Number (give area code): 951-413-3459

8. TYPE OF APPLICATION:

☑ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es)
(See back of form for description of letters.)

Other (specify)

7. TYPE OF APPLICANT: (See back of form for Application Types)

C

Other (specify)

9. NAME OF FEDERAL AGENCY:
Department of Housing and Urban Development

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

TITLE (Name of Program):
Labor Management Cooperation Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

City of Moreno Valley Neighborhood Stabilization Program, 3rd Round

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*:

City of Moreno Valley

13. PROPOSED PROJECT

Start Date: June 1, 2011 / Ending Date: June 1, 2014

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant: CA 45, M. Bono-Mack / b. Project: CA 45

15. ESTIMATED FUNDING:

a. Federal	$ 3,687,789 .00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 3,687,789 .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

DATE:

b. No. ☑ PROGRAM IS NOT COVERED BY E. O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr.	First Name: James	Middle Name: Barry
Last Name: Foster		Suffix
b. Title: Community & Economic Development Director		c. Telephone Number (give area code): 951-413-3460
d. Signature of Authorized Representative		e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

Neighborhood ID: 3889678

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: missing link
Date:2011-01-27 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 841

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 56.76
Percent Persons Less than 80% AMI: 31.11

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 846
Residential Addresses Vacant 90 or more days (USPS, March 2010): 3
Residential Addresses NoStat (USPS, March 2010): 0

Foreclosure Estimates
HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 996
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 32.82
Percent of Housing Units 90 or more days delinquent or in foreclosure: 23.61
Number of Foreclosure Starts in past year: 113
Number of Housing Units Real Estate Owned July 2009 to June 2010: 63

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 22

Supporting Data
Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points
-117.261372 33.940512 -117.261372 33.928121 -117.252274 33.928192 -117.252789 33.940583 -117.252789 33.940583

Blocks Comprising Target Neighborhood

060650425131000, 060650425131001, 060650425131003, 060650425131008, 060650425131007, 060650425131006, 060650425131005, 060650425131004, 060650425131002, 060650425132000, 060650425132002, 060650425132010, 060650425132009, 060650425132008, 060650425132007, 060650425132006, 060650425132005, 060650425132004, 060650425132003, 060650425132001, 060650425133000, 060650425133003, 060650425133004, 060650425133002, 060650425133001, 060650425133005, 060650425141006,

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MV00094739

Neighborhood ID: 7503082

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: 60, kitching, cott, lass, aless,morr
Date:2011-01-28 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 2307

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 55.08
Percent Persons Less than 80% AMI: 32.62

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 3543
Residential Addresses Vacant 90 or more days (USPS, March 2010): 53
Residential Addresses NoStat (USPS, March 2010): 152

Foreclosure Estimates
HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 3782
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 31.24
Percent of Housing Units 90 or more days delinquent or in foreclosure: 22.69
Number of Foreclosure Starts in past year: 411
Number of Housing Units Real Estate Owned July 2009 to June 2010: 233

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 82

Supporting Data
Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points
-117.217855 33.939301 -117.217598 33.924560 -117.209101 33.924560 -117.209015 33.917366 -117.200260 33.917366 -117.200518 33.939301

Blocks Comprising Target Neighborhood

060650426061005, 060650426061020, 060650426061019, 060650426061018, 060650426061017, 060650426061015, 060650426061014, 060650426061013, 060650426061012, 060650426061011, 060650426061010, 060650426061009, 060650426061008, 060650426061006, 060650426061004, 060650426062000, 060650426062001, 060650426062003, 060650426062005, 060650426062007, 060650426062011, 060650426062010, 060650426062009, 060650426062008, 060650426062006, 060650426062004, 060650426062002, 060650425221000, 060650425221003, 060650425221004, 060650425221002, 060650425221001, 060650425221005, 060650425221007, 060650425221016, 060650425221015, 060650425221014, 060650425221013, 060650425221012, 060650425221011, 060650425221010, 060650425221009, 060650425221008, 060650425221020, 060650425221019, 060650425221018, 060650425221017, 060650425221006, 060650425222000, 060650425222001, 060650425222003, 060650425222012, 060650425222011, 060650425222010, 060650425222009, 060650425222008, 060650425222007, 060650425222006, 060650425222005, 060650425222004, 060650425222013, 060650425222002,

MV00094742

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MV00094743

Neighborhood ID: 4024261

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: Iris
Date:2011-01-26 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 48

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 63.9
Percent Persons Less than 80% AMI: 36.4

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 82
Residential Addresses Vacant 90 or more days (USPS, March 2010): 3
Residential Addresses NoStat (USPS, March 2010): 2

Foreclosure Estimates

HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 90
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 34.3
Percent of Housing Units 90 or more days delinquent or in foreclosure: 24.1
Number of Foreclosure Starts in past year: 10
Number of Housing Units Real Estate Owned July 2009 to June 2010: 6

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 2

Supporting Data

Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points

-117.211869 33.889263 -117.212341 33.889797 -117.211289 33.891062 -117.209787 33.891597
-117.209122 33.890296 -117.202084 33.892826 -117.200325 33.889904 -117.202535 33.890065
-117.203264 33.889334 -117.203307 33.888212 -117.205324 33.888177 -117.206805 33.890902

Blocks Comprising Target Neighborhood
060650426055012,

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MV00094747

Neighborhood ID: 9768188

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: jfk mb condos 2
Date:2011-01-28 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 29

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 45
Percent Persons Less than 80% AMI: 20.8

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 65
Residential Addresses Vacant 90 or more days (USPS, March 2010): 1
Residential Addresses NoStat (USPS, March 2010): 1

Foreclosure Estimates
HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 79
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 27.3
Percent of Housing Units 90 or more days delinquent or in foreclosure: 20.5
Number of Foreclosure Starts in past year: 8
Number of Housing Units Real Estate Owned July 2009 to June 2010: 4

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 2

Supporting Data
Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points
-117.176056 33.905649 -117.171721 33.906290 -117.170391 33.902443 -117.171936 33.900377
-117.174039 33.900377 -117.174039 33.902728 -117.176056 33.902906

Blocks Comprising Target Neighborhood

060650426041094,

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MV00094751

Neighborhood ID: 7256988

NSP3 Planning Data

Grantee ID: 0623670E
Grantee State: CA
Grantee Name: MORENO VALLEY
Grantee Address: 14177 Frederick Moreno Valley CA 92552
Grantee Email: michelep@moval.org

Neighborhood Name: Perris and Hemlock
Date:2011-01-28 00:00:00

NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 20
State Minimum Threshold NSP3 Score: 17
Total Housing Units in Neighborhood: 105

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 77.5
Percent Persons Less than 80% AMI: 45.1

Neighborhood Attributes (Estimates)

Vacancy Estimate

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem.

The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified.

In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.

USPS Residential Addresses in Neighborhood: 113
Residential Addresses Vacant 90 or more days (USPS, March 2010): 5
Residential Addresses NoStat (USPS, March 2010): 0

Foreclosure Estimates
HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 120
Percent of Housing Units with a high cost mortgage between 2004 and 2007: 35.6
Percent of Housing Units 90 or more days delinquent or in foreclosure: 23.8
Number of Foreclosure Starts in past year: 14
Number of Housing Units Real Estate Owned July 2009 to June 2010: 8

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures. To stabilize a neighborhood requires focused investment.

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 3

Supporting Data
Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -44.3
Place (if place over 20,000) or county unemployment rate June 2005*: 5.7
Place (if place over 20,000) or county unemployment rate June 2010*: 16.1
*Bureau of Labor Statistics Local Area Unemployment Statistics

Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.

2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy.

3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.

4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.

5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.

Latitude and Longitude of corner points
-117.226589 33.943894 -117.230730 33.943841 -117.230730 33.940886 -117.226503 33.940405

Blocks Comprising Target Neighborhood

060650424041000, 060650424041017, 060650424041016,

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MV00094755

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00094757

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. "Employee of the Quarter Recognition - Fourth Quarter 2010" – Dale Mendenhall, GIS Technician

2. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 8, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:32 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Jesse L. Molina

INVOCATION – Mayor Richard A. Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant
Henry T. Garcia	City Manager
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Service Director
Richard Teichert	Financial and Administrative Services Director

MV00094759

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (Items A13, A14, A15, and A16) and Pete Bleckert (Item A14).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of January 19 - February 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND AUTHORIZATION TO PURCHASE EQUIPMENT FOR THE SHADOW MOUNTAIN BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430 (ALSO LISTED AS AGENDA ITEM B3) (Report of: Parks and Community Services Department)

Recommendation:

1. Waive the minor irregularities of the lowest Bidder's Proposal and award the construction contract for the Shadow Mountain Ballfield Lighting and Restroom Project to Fleming Environmental Inc., 1372 E. Valencia Drive, Fullerton, CA 92831, the lowest responsive and responsible bidder;

2. Authorize the City Manager to execute a contract with Fleming Environmental Inc.;

3. Authorize the issuance of a Purchase Order to Fleming Environmental Inc., in the amount of $343,083.36 ($285,902.80

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for the bid amount plus 20% contingency) when the contract has been signed by all parties;

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Fleming Environmental Inc., up to but not to exceed the Purchase Order contingency of $57,180.56 subject to the approval of the City Attorney; and

5. Authorize the Parks and Community Services Director to initiate purchase orders for the direct purchase of the project's new Musco sports field lighting and electronic switch gear for the total not to exceed amount of $331,000.00, subject to the approval of the City Manager and City Attorney (Account No. 461.66527 and 461.66430).

A.5 TELECOMMUNICATIONS LICENSE AGREEMENT WITH ROYAL STREET COMMUNICATIONS CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ALSO LISTED AS AGENDA ITEM B4) (Report of: Parks and Community Services Department)

Recommendation:
Authorize the Mayor to execute a Telecommunications License Agreement with Royal Street Communications California, LLC, a Delaware limited liability corporation for approximately 663 square feet of ground space on the property known as John F. Kennedy Veterans Memorial Park.

A.6 ACCEPTANCE AND AUTHORIZATION TO PROCEED WITH HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

1. Accept the grant award of up to $1,178,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements in the southeast area of Alessandro Boulevard and Redlands Boulevard;

2. Authorize the Public Works Director/City Engineer to execute the HMGP grant related documents as required and file them with the California Emergency Management Agency per Resolution No. 2011-11; and

MV00094761

Resolution No. 2011-11

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Public Works Director/City Engineer to Execute on Behalf of City of Moreno Valley Hazard Mitigation Grant Program (HMGP) Documents and File them in the California Emergency Management Agency for HMGP Funded Projects

3. Authorize the appropriation of $220,000 from unencumbered Measure "A" (Fund 125) fund balance for the design and construction of the storm drain and miscellaneous street improvements in the southeast area of Alessandro Boulevard and Redlands Boulevard.

A.7 APPROVE AND EXECUTE THE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE ACQUISITION OF APN 484-242-017 FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT NO. 11-41570125 (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Conveyance of Property for the acquisition of APN 484-242-017 for Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue;

2. Authorize a Purchase Order in the amount of $261,000 plus escrow fees when the Agreement has been signed by all parties (Account No. 415.70125);

3. Authorize the City Manager to execute the Agreement upon concurrence by the property owners and authorize the City Manager to approve any changes, subject to the approval of the City Attorney; and

4. Authorize the Financial and Administrative Services Director to wire transfer funds into escrow in the amount of the acquisition price of $261,000 plus the escrow fees for the acquisition of APN 484-242-017.

A.8 MVTV-3 VIDEO CAMERA REPLACEMENT (Report of: City Manager's Office)

Recommendation:

Approve the transfer of no more than $17,000 from the Equipment Replacement Reserve Fund to the Public/Education/Government

MV00094762

Access Programming Fund Number 00132.13210.6365 – Misc. Equipment for the purchase of three Panasonic HVX cameras and accessories.

A.9 NOTICE OF COMPLETION AND ACCEPTANCE OF THE ALESSANDRO BOULEVARD AND INDIAN STREET SIDEWALK IMPROVEMENTS PROJECT NO. 09-12582828 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for construction of the Alessandro Boulevard and Indian Street Sidewalk Improvements, constructed by The C&R Construction Group, Inc., 3255 Swetzer Road, Loomis, CA 95650;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to The C&R Construction Group thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Accept the improvements into the City's maintained system.

A.10 ACCEPTANCE OF FY 2010-11 BTA GRANT, APPROVE BTA AGREEMENT, AND FUNDING APPROPRIATION FOR INDIAN STREET BETWEEN IRIS AVENUE AND KATRINA STREET BICYCLE LANES PROJECT (Report of: Public Works Department)

Recommendation:

1. Accept the California Department of Transportation (Caltrans) Bicycle Transportation Account (BTA) Program grant award of up to $152,458 in funds for the Indian Street between Iris Avenue and Katrina Street Bicycle Lanes project;

2. Adopt Resolution No. 2011-12, approve and authorize execution of Agreement No. BTA1011-08-SBD-01, to administer the Local Agency-State Agreement for the Fiscal Year 2010/2011 for Class II Bikeway improvements on Indian Street between Iris Avenue and Katrina Street;

Resolution No. 2011-12

A Resolution of the City Council of the City of Moreno Valley,

California, Approving and Authorizing Execution of Agreement No. BTA 1011-08-SBD-01 to Administer Local Agency-State Agreement for the State-Aid Projects Between the State of California, Acting by and Through the Department of Transportation and the City of Moreno Valley

3. Authorize the $169,398 (award amount of $152,458 plus 10% City match) appropriation of undesignated Measure "A" (Fund 125) funds for the design and construction costs of the Indian Street between Iris Avenue and Katrina Street Bicycle Lanes project; and

4. Authorize the Public Works Director/City Engineer to enter into any future agreement amendments with Caltrans to complete the Fiscal Year 2010/2011 BTA grant.

A.11 TRACT MAP 22180, 22180-2, & 22180-3 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, NORTH OF GENTIAN AVENUE, BETWEEN INDIAN STREET AND PERRIS BOULEVARD, DEVELOPER: PJRJ IRIS INVESTMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RANCHO CUCAMONGA, CA 91730 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor cash security associated with Tract's 22180, 22180-2, & 22180-3 for public improvements; and

2. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for each tract to the County Recorder's Office for recordation.

A.12 PA04-0216 (PM 33275) – RESIDENTIAL - ACCEPT AGREEMENT AND REAL PROPERTY AS SECURITY FOR PUBLIC IMPROVEMENTS, SOUTHEAST CORNER OF ROXANNE ROAD AND GIFFORD AVENUE, DEVELOPER: ALFONSO R. GUZMAN, JOSE GUZMAN, & YAMIN GUZMAN, MORENO VALLEY, CA. 92555 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Deed of Trust for Public Improvements for PA04-0216 (PM 33275);

2. Authorize the Mayor to execute the agreement;

MV00094764

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said time frame.

A.13 APPROVAL OF ADMINISTRATIVE AMENDMENT TO THE 2008-2013 CONSOLIDATED PLAN TO ESTABLISH A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR HUD FUNDED PROJECTS. (Report of: Community and Economic Development Department)

Recommendation:
Approve the Administrative Amendment to the 2008-2013 Consolidated Plan to include a Residential Anti-Displacement and Relocation Assistance Plan (RARAP).

A.14 A RESOLUTION IN OPPOSITION TO THE GOVERNOR'S PROPOSAL TO ABOLISH REDEVELOPMENT AGENCIES IN CALIFORNIA (Report of: City Manager's Office)

Recommendation:

Adopt Resolution 2011-13 in opposition to the Governor's proposal to abolish Redevelopment Agencies in California.

Resolution Number 2011-13

A Resolution of the City Council of the City of Moreno Valley, California, in Opposition to the Governor's Proposal to Abolish Redevelopment Agencies in California

A.15 APPROVE AGREEMENT FOR INDEPENDENT AUDIT SERVICES FOR A PERIOD OF 3 YEARS WITH 2 OPTION YEARS (CONTINUED FROM JANUARY 25, 2011) (Report of: Financial & Administrative Services Department)

Recommendation:
1. Approve a 3-year agreement with two option years with the independent audit firm, Lance Soll & Lunghard, LLP, in an amount not to exceed $343,070; and

2. Authorize and direct the City Manager to sign the agreement on behalf of the City and its related entities, subject to the City Attorney approval as to legal form.

MV00094765

A.16 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTH OF DECEMBER 2010 (Report of: Public Works Department)

Recommendation:
Receive and file the informational report.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND AUTHORIZATION TO PURCHASE EQUIPMENT FOR THE SHADOW MOUNTAIN BALLFIELD LIGHTING AND RESTROOM PROJECT, PROJECT NOS. 10-46166527 AND 10-46166430 (ALSO LISTED AS AGENDA ITEM A4) (Report of Parks and Community Services Department)

Recommendation:

1. Waive the minor irregularities of the lowest Bidder's Proposal and award the construction contract for the Shadow Mountain Ballfield Lighting and Restroom Project to Fleming Environmental Inc., 1372 E. Valencia Drive, Fullerton, CA 92831, the lowest responsive and responsible bidder;

2. Authorize the City Manager to execute a contract with Fleming Environmental Inc.;

3. Authorize the issuance of a Purchase Order to Fleming Environmental Inc., in the amount of $343,083.36 ($285,902.80 for the bid amount plus 20% contingency) when the contract has been signed by all parties;

4. Authorize the Parks and Community Services Director to execute any subsequent change orders to the contract with Fleming Environmental Inc., up to but not to exceed the Purchase Order contingency of $57,180.56 subject to the approval of the City Attorney; and

5. Authorize the Parks and Community Services Director to initiate

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purchase orders for the direct purchase of the project's new Musco sports field lighting and electronic switch gear for the total not to exceed amount of $331,000.00, subject to the approval of the City Manager and City Attorney (Account No. 461.66527 and 461.66430).

B.4 TELECOMMUNICATIONS LICENSE AGREEMENT WITH ROYAL STREET COMMUNICATIONS CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (ALSO LISTED AS AGENDA ITEM A5) (Report of Parks and Community Services Department)

Recommendation:
Authorize the Mayor to execute a Telecommunications License Agreement with Royal Street Communications California, LLC, a Delaware limited liability corporation for approximately 663 square feet of ground space on the property known as John F. Kennedy Veterans Memorial Park.

B.5 ACCEPTANCE OF THE AMENDED CONTRACT FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, REDUCING GRANT FUNDS FOR CHILD CARE SERVICES AND ADOPTION OF THE RESOLUTION TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD (Report of Parks and Community Services)

Recommendation:

1. Authorize the acceptance of grant money in the amended amount of $521,366 for Fiscal Year (FY) 2010/2011 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services;

2. Authorize the use of Child Development Center – Based Reserve Account in the amount of $225,972 for FY 2010/2011; and

3. Adopt Resolution No. CSD 2011-03 to certify the approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel, as shown on the resolution, to sign contract documents for FY 2010/2011.

Resolution No. CSD 2011-03

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Approval

MV00094767

of the Governing Board to Enter Into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize Designated Personnel to Sign Contract Documents for FY 2010/11

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JANUARY 25, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to approve Joint Consent Calendars Items A1 – D2 by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings. Approved by a vote of 5-0.

E. PUBLIC HEARINGS - NONE

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

G. REPORTS

G.1 MORENO VALLEY COLLEGE UPDATE PRESENTED BY DR. MONTE PEREZ (POWERPOINT PRESENTATION)

Informational Oral Presentation - Not for Council Action

G.2 CONSIDER SEVERAL ALTERNATIVES RELATED TO FUNDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE B

MV00094768

RESIDENTIAL STREET LIGHTING EXPENSES FOR THE REMAINDER OF FISCAL YEAR 2010-11 (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder, Pete Bleckert and Daryl Terrell.

Recommendation: That the City Council:
Takes the desired action as outlined in one or several of the Alternatives presented in this report.

Motion to adopt Resolution No. 2011-15 approving the gift of a subsidy in the amount of $623,300 from the City of Moreno Valley General Fund to the Moreno Valley Community Services District Zone B to subsidize the cost of residential streetlight services for the Fiscal Year 2010-11 and approving a loan from the City of Moreno Valley General Fund to the Moreno Valley Community Services District in the amount of $51,700 for the period ending June 30, 2011 to be repaid by February 7, 2016, by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II.
Approved by a vote of 5-0.

Motion to 1) Direct staff to return with a plan by July 1, 2011 to implement significant expense reductions within the CSD Zone B residential streetlight operation to minimize the deficit between program revenues and expenses in CSD Zone B, and 2) Reverse the City Council action of February 23, 2010 that established a loan in the amount of $90,291 and make this a gift from the CSD Administration Fund by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II.
Approved by a vote of 5-0.

G.3 CONSIDER SEVERAL ALTERNATIVES RELATED TO FUNDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE B RESIDENTIAL STREET LIGHTING EXPENSES FOR THE REMAINDER OF FISCAL YEAR 2010-11 (Report of: Financial & Administrative Services Department)

Chairman Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

Recommendation: That the CSD:
Takes the desired action as outlined in one or several of the Alternatives presented in this report.

MV00094769

Motion to adopt Resolution No. CSD 2011-05 accepting the gift of a subsidy in the amount of $623,300 from the City of Moreno Valley General Fund to the Moreno Valley Community Services District Zone B to subsidize the cost of residential streetlight services for the Fiscal Year 2010-11 and approving a loan in the form of a Promissory Note from the City of Moreno Valley General Fund to the Moreno Valley Community Services District in the amount of $51,700 for the period ending June 30, 2011 to be repaid by February 7, 2016, by m/Vice Chairman Jesse L. Molina, s/Board Member William H. Batey II. Approved by a vote of 5-0.

Motion to 1) Direct staff to return with a plan by July 1, 2011 to implement significant expense reductions within the CSD Zone B residential streetlight operation to minimize the deficit between program revenues and expenses in CSD Zone B, and 2) Reverse the City Council action of February 23, 2010, acting in their respective capacities as the President and Board Members of the Moreno Valley Community Services District, that established a loan in the amount of $90,291 and accept this as a gift from the CSD Administration Fund to subsidize CSD Zone B operations for the Fiscal Year 2010-11 by m/Vice Chairman Jesse L. Molina, s/Board Member William H. Batey II. Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - **NONE**

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Grachik Shakhpazyan

1. Discrepancy in the interpretation of the 1000 ft. distance from a school site that a mobile ice cream truck vendor can do business

MV00094770

Pete Bleckert

1. Moreno Valley Mall redevelopment bonds
2. Redevelopment money spent on parks, roads and water improvements in Edgemont area

Marcia Amino

1. City manager agreement, salary and benefits

Daryl Terrell

1. General Fund budget deficit, tax reform, and business tax holiday ordinance

Deanna Reeder

1. City manager salary

Louise Palomarez (on behalf of the Mexican Political Association)

1. City manager position
2. Skechers
3. Change the City Council meeting day, as it conflicts with the school district's meeting day
4. Utility light poles

Alicia Espinoza

1. Nason Bridge sidewalk
2. Soccer parking at Landmark Middle School

Librada Murrillo

1. Pedestrian access and crossings at Valley View High School

Tom Jerele, Sr.

1. Increase property values to increase property tax revenues
2. Redevelopment funds

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Robin N. Hastings

1. Over several years, Valley View High School has worked to mitigate pedestrian and vehicle safety issues.
2. Fire Chief Duane Chamley honored by Riverside County Board of Supervisors for 39 years of service.

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Council Member Marcelo Co

1. The City Council has chosen the right city manager, Henry Garcia, who has the knowledge to bring in businesses to generate revenues.

Mayor Pro Tem Jesse L. Molina

1. Referenced Council Member's Hastings letter to editor published in *The Press Enterprise* criticizing the selection of the city manager.
2. Discussed *Forbes.com* article *America's Most Miserable Cities.*
3. Supports Henry Garcia, the new city manager.
4. Congratulated Vista Verde Middle School for being selected as the Schools to Watch - Model Middle School for the State of California.

Council Member William H. Batey II

1. Congratulated Oasis Community Church for its 20 year anniversary and thanked them for a $1,000 donation to the reading program.
2. He and staff have been working with the Board of Directors of the water company serving the Edgemont area to address significant water issues, including insufficient fire flows.
3. Improvements have been completed in the Edgemont area using Redevelopment funds.
4. Referenced the recent *Press Enterprise* articles regarding the new city manager; he will work with the new city manager; do not need to continue the rhetoric that divides the city and council, which is divisive to the city and the residents.
5. An after action report on recent floods will be taken to Public Safety Subcommittee and then will be presented to the City Council.

Mayor Richard A. Stewart

1. Announced the Moreno Valley Wind Symphony will perform a free concert at the Conference and Recreation Center on February 24.
2. Recent constituent letter to the editor published in *The Press Enterprise* contained two statements that were not true.
3. During the city manager selection process, a variety of contracts were used in the negotiation process; confidentiality is required for all who review the employment applications; the selection and decision is very difficult, looked at track record, operational experience, and expertise in the field.
4. Clarified that the Hidden Springs residents pay more for landscaping, not police services.
5. Attended the California Inland Empire Council Boy Scouts of America Annual Volunteer Recognition Dinner on February 5.
6. Requested that the city manager develop a consensus building workshop with council members.
7. A series of armed robberies of businesses have occurred. MVTV3 is televising a picture of the scooter that was used in a robbery at Albertson's; encouraged anyone with information to contact the police department.

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CLOSED SESSION - NONE

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY – NONE

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:46 p.m. by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MV00094775

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

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separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

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Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

MV00094779

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

MV00094780

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal

MV00094781

Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

Resolution No. 2011-21

Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

Resolution No. 2011-20

A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment

MV00094782

Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY ((TO BE PROVIDED UNDER SEPARATE COVER) Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making

MV00094783

Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public

MV00094784

Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

G.7 AFFORDABLE HOUSING AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (TO BE PROVIDED UNDER SEPARATE COVER)(Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

G.8 CREATION OF A MORENO VALLEY HOUSING AUTHORITY (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

That the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

G.9 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

MV00094785

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MV00094787

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00094801

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094803

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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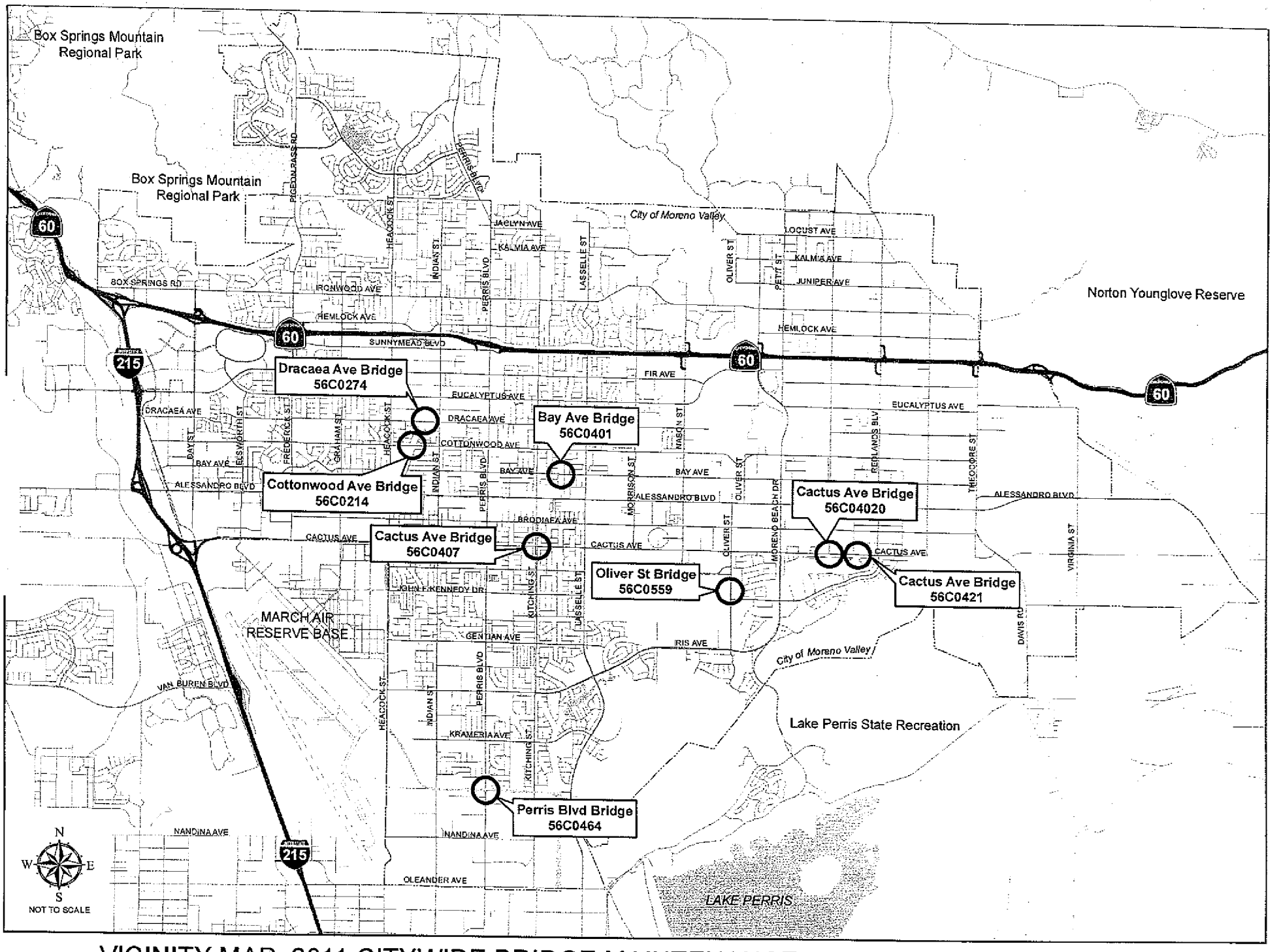

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00094809

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00094819

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00094823

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment “A” – Location Map
Attachment “B” – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\CC Reports\NOA 3-08-11\Staff Report - Notice of Award (CC 03-08-11).doc

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MV00094829

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

MV00094830

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MV00094831

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\Specifications\2 Agreement - Local Street Resurfacing - Phase I.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.5

MV00094838

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
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- Securely attach this document to the signed document.

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MV00094845

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094851

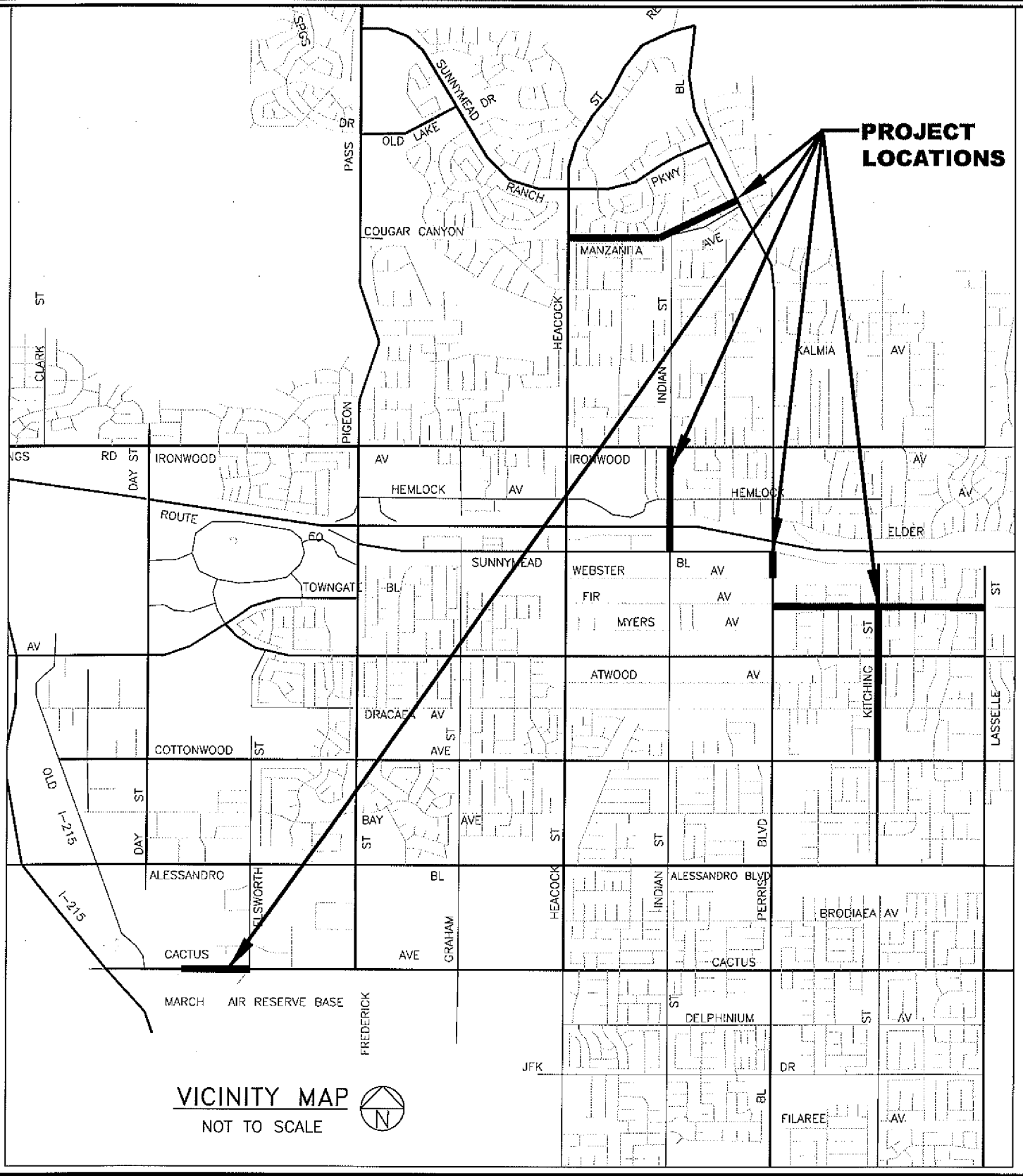

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

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MV00094853

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00094863

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00094867

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00094873

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

.

Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00094897

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

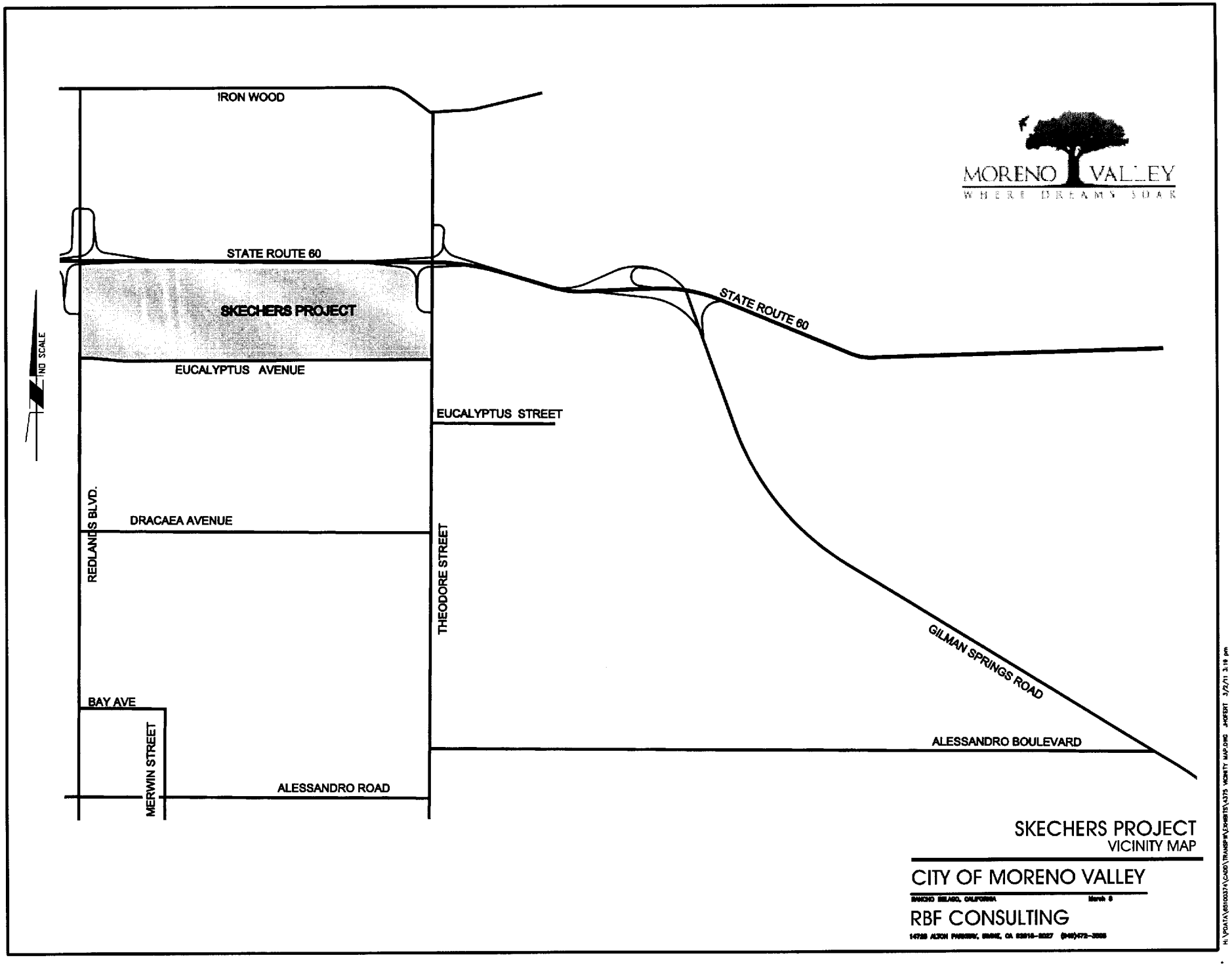
IRON WOOD
STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
EUCALYPTUS STREET
STATE ROUTE 60
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
MORENO VALLEY
WHERE DREAMS SOAR
SKECHERS PROJECT
VICINITY MAP
CITY OF MORENO VALLEY
RBF CONSULTING

EXHIBIT "A"

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MV00094903

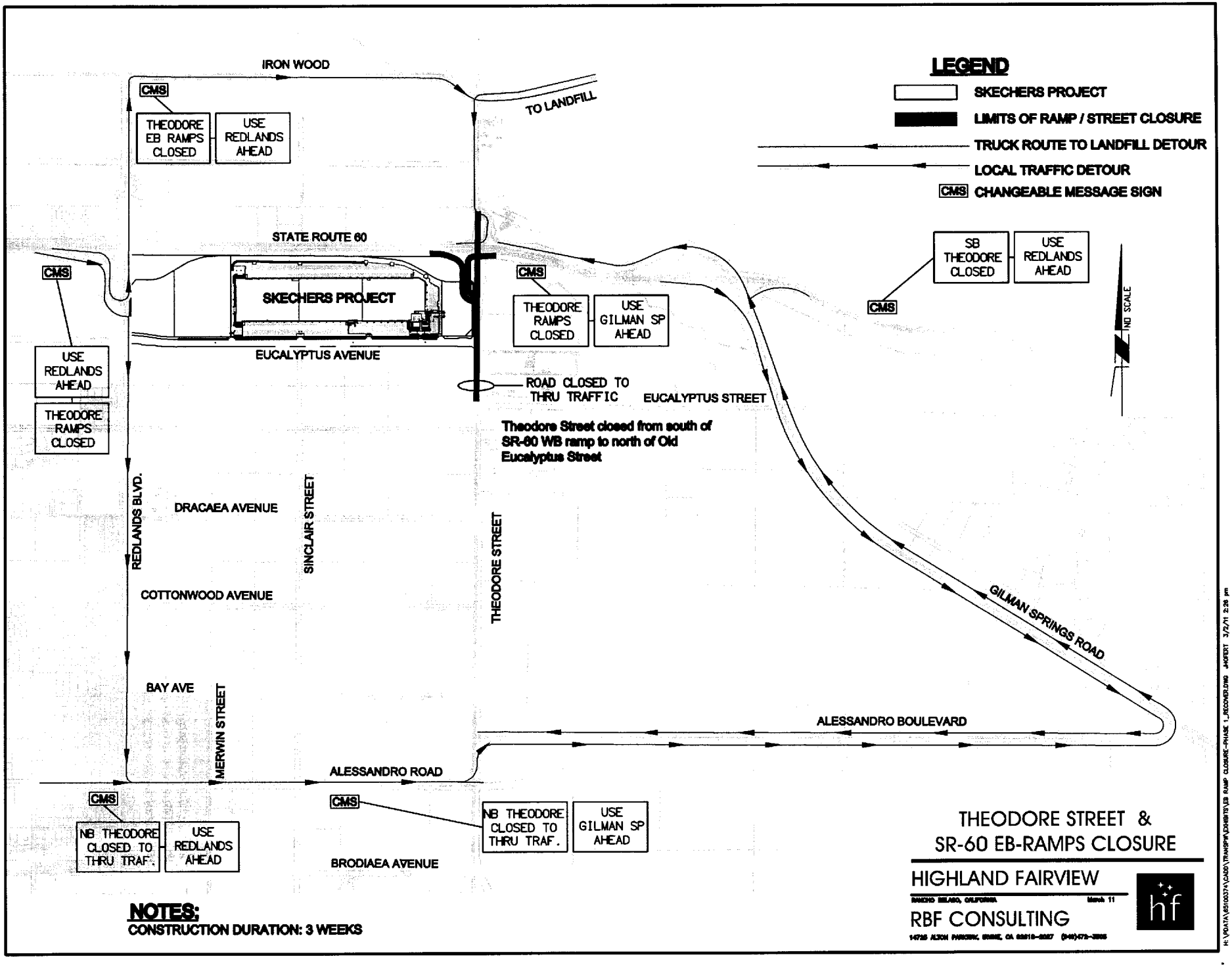

NOTES:
CONSTRUCTION DURATION: 3 WEEKS

EXHIBIT "B"

Item No. A.8

MV00094904

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MV00094905

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00094907

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00094909

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00094911

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00094913

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00094917

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00094935

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45

Section 8.02. Owners' Meetings 46

Section 8.03. Procedure for Amendment with Written Consent of Owners 47

Section 8.04. Disqualified Bonds 47

Section 8.05. Effect of Supplemental Agreement 47

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48

Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48

Section 9.02. Successor is Deemed Included in All References to Predecessor 48

Section 9.03. Discharge of Agreement 48

Section 9.04. Execution of Documents and Proof of Ownership by Owners 49

Section 9.05. Waiver of Personal Liability 50

Section 9.06. Notices to and Demands on City and Fiscal Agent 50

Section 9.07. Partial Invalidity 50

Section 9.08. Unclaimed Moneys 50

Section 9.09. Applicable Law 51

Section 9.10. Conflict with Act 51

Section 9.11. Conclusive Evidence of Regularity 51

Section 9.12. Payment on Business Day 51

Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

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San Diego, California

DISCLOSURE COUNSEL

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Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds[(1)*]*	*Maximum Special Taxes from Developed Property[(2)]*	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property[(2)]*	*Coverage Ratio from Maximum Net Special Taxes from Developed Property**	*Maximum Special Taxes from all Taxable Property[(2)]*	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property[(2)]*	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property**
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*
(1) Interest on the Bonds is capitalized through September 1, 2011.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

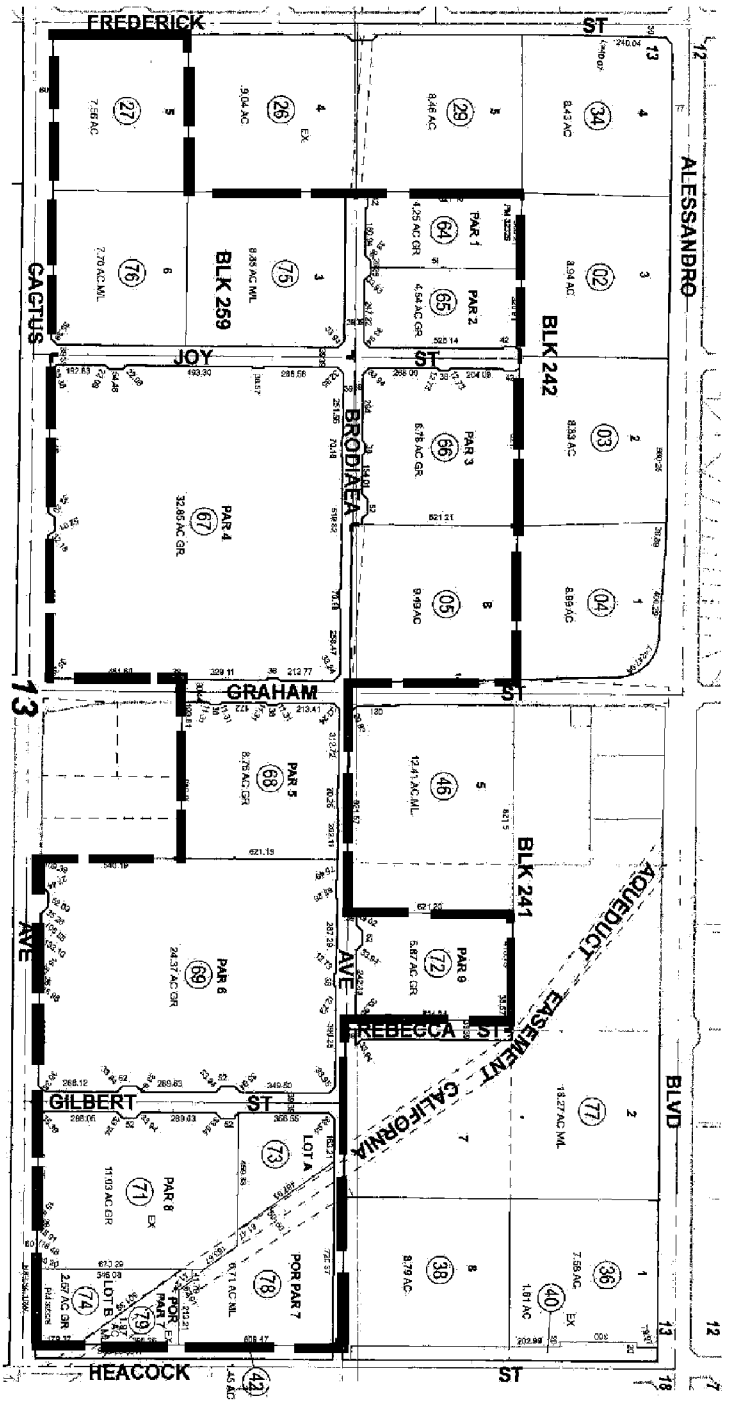

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00095117

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00095127

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE This e-mail message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or return e-mail, delete the message from your computer system, and return any hard copies to us at the following address via the U.S. Postal Service: Fieldman, Rolapp & Associates 19900 MacArthur Blvd., Suite 1100, Irvine CA 92612-2433

-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00095135

ATTACHMENT 7

-349-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST
MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00095136

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MV00095137

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095141

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00095145

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

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REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00095154

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

MV00095155

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

MV00095158

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

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STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

MV00095160

Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

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1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

MV00095162

and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

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Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

MV00095165

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MV00095166

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00095181

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095183

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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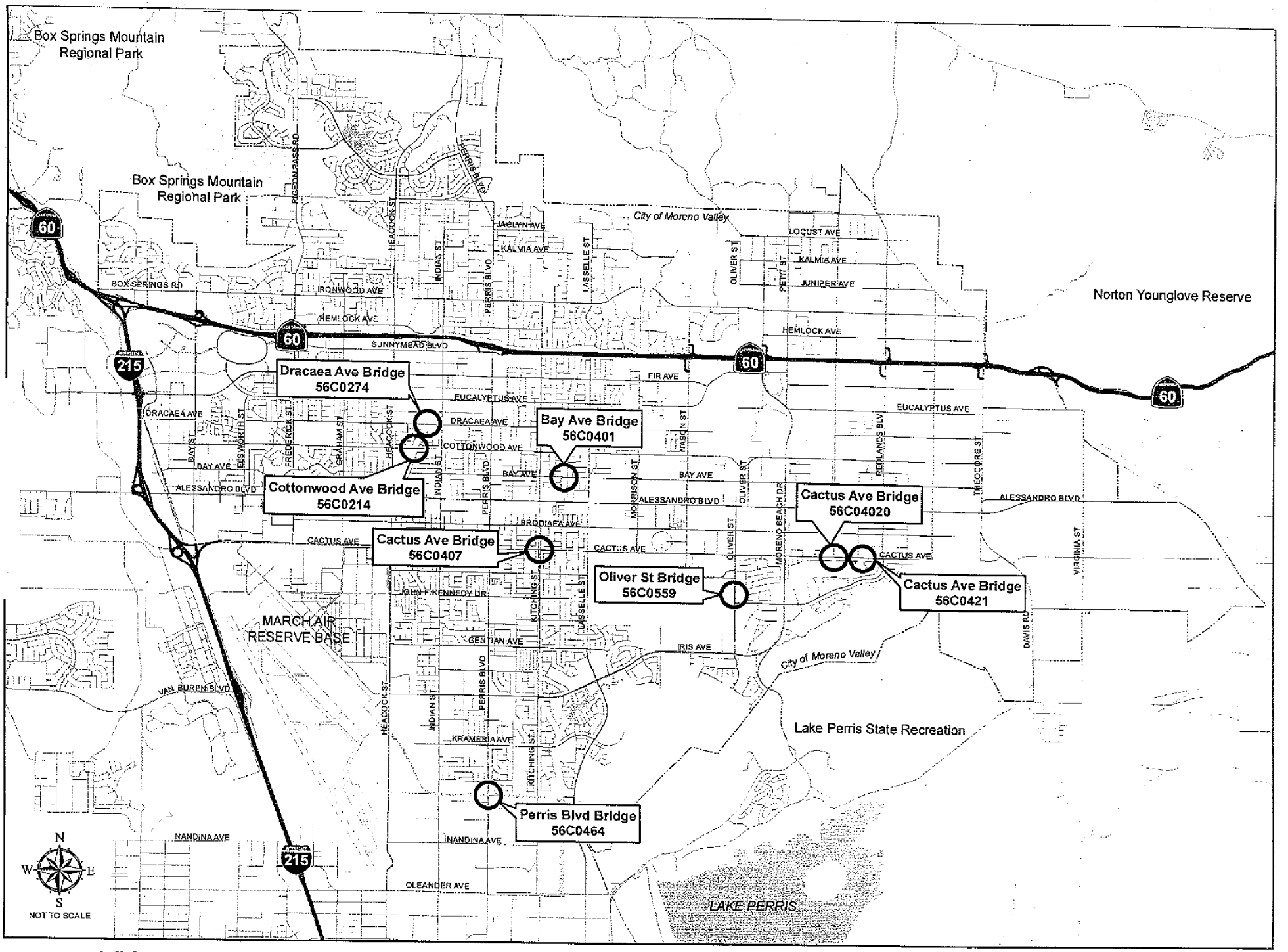

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00095189

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Viren - 11-22679828 - 2011 Bridge Maintenance Program\Construction\Contractor\Agreement\Agreement - 2011 Bridge.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00095199

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00095203

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

MV00095210

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MV00095211

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.5

MV00095218

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00095225

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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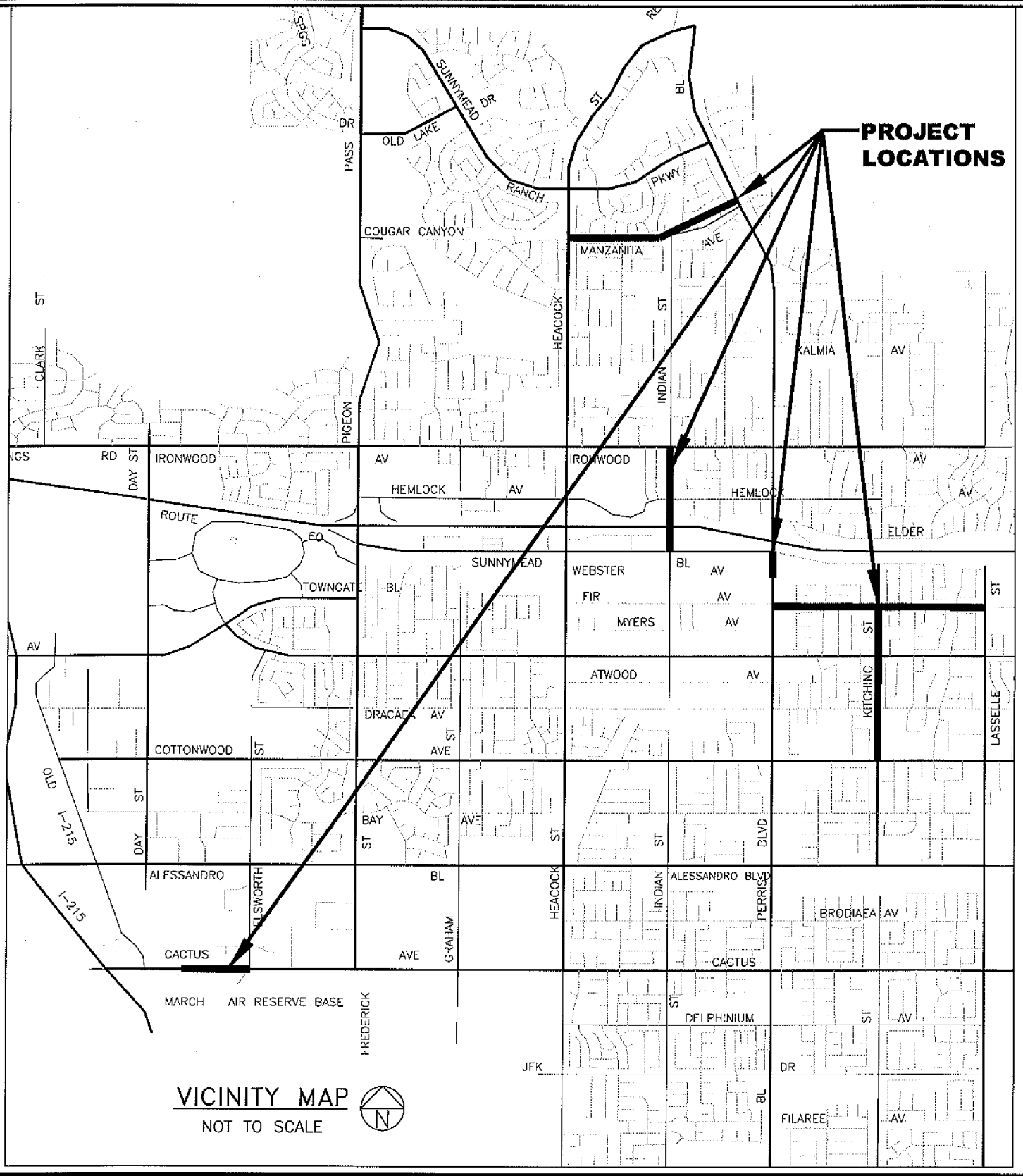

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Item No. A.6

MV00095232

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MV00095233

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

MV00095243

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

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Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

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MV00095247

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095253

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

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Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00095277

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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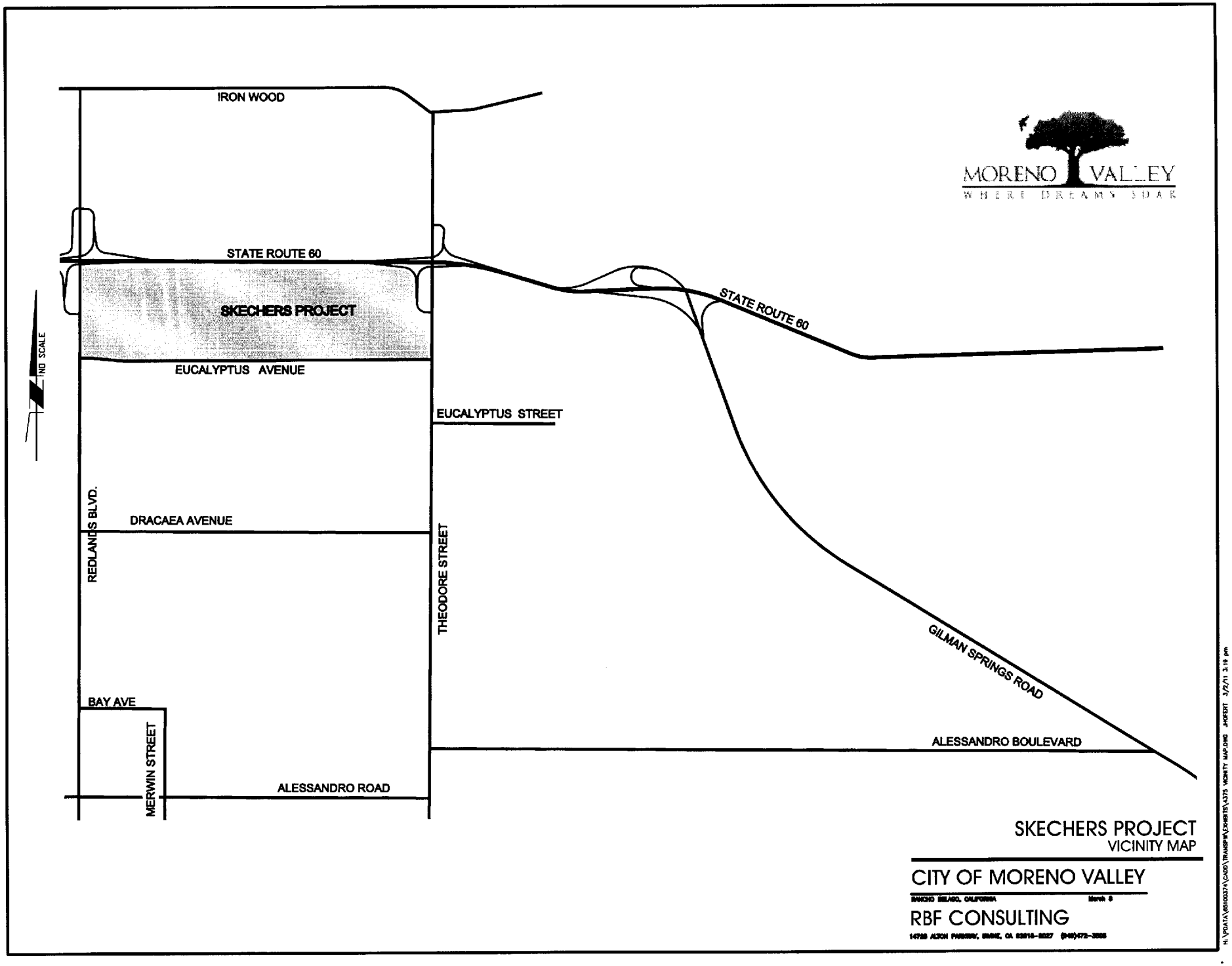
IRON WOOD
STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
EUCALYPTUS STREET
STATE ROUTE 60
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
MORENO VALLEY
WHERE DREAMS SOAR
SKECHERS PROJECT
VICINITY MAP
CITY OF MORENO VALLEY
RBF CONSULTING

EXHIBIT "A"

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MV00095283

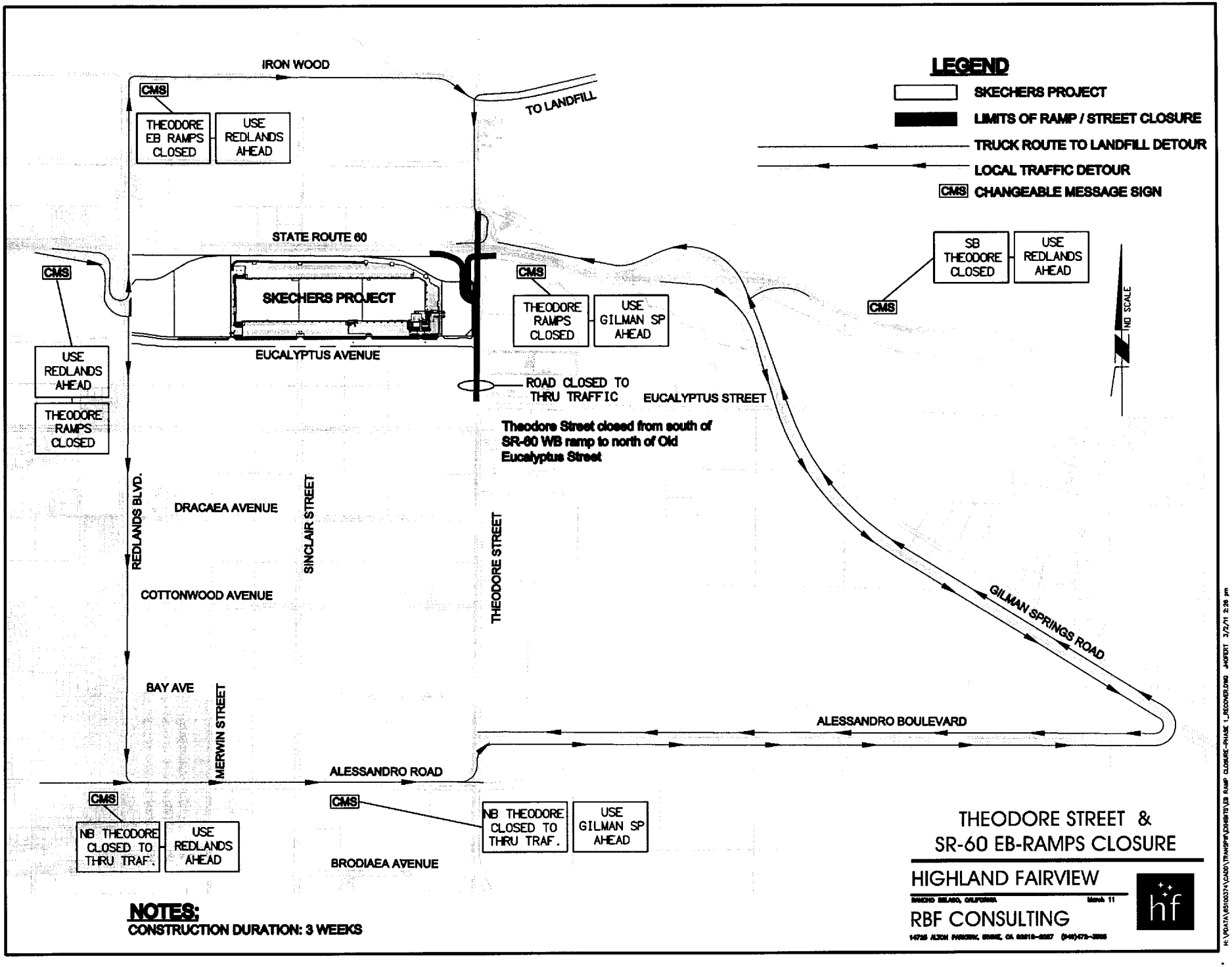

EXHIBIT "B"

Item No. A.8

MV00095284

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MV00095285

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

21317.00010\5864288.1

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

21317.00010\5864288.1

MV00095305

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00095307

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00095309

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

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MV00095311

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00095313

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00095315

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00095319

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00095337

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45
Section 8.02. Owners' Meetings 46
Section 8.03. Procedure for Amendment with Written Consent of Owners 47
Section 8.04. Disqualified Bonds 47
Section 8.05. Effect of Supplemental Agreement 47
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48
Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48
Section 9.02. Successor is Deemed Included in All References to Predecessor 48
Section 9.03. Discharge of Agreement 48
Section 9.04. Execution of Documents and Proof of Ownership by Owners 49
Section 9.05. Waiver of Personal Liability 50
Section 9.06. Notices to and Demands on City and Fiscal Agent 50
Section 9.07. Partial Invalidity 50
Section 9.08. Unclaimed Moneys 50
Section 9.09. Applicable Law 51
Section 9.10. Conflict with Act 51
Section 9.11. Conclusive Evidence of Regularity 51
Section 9.12. Payment on Business Day 51
Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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MV00095401

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

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San Diego, California

DISCLOSURE COUNSEL

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Newport Beach, California

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Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds*[(1)*]	*Maximum Special Taxes from Developed Property*[(2)]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property*[(2)]	*Coverage Ratio from Maximum Net Special Taxes from Developed Property* *	*Maximum Special Taxes from all Taxable Property*[(2)]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property*[(2)]	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property* *
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*

(1) Interest on the Bonds is capitalized through September 1, 2011.

(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

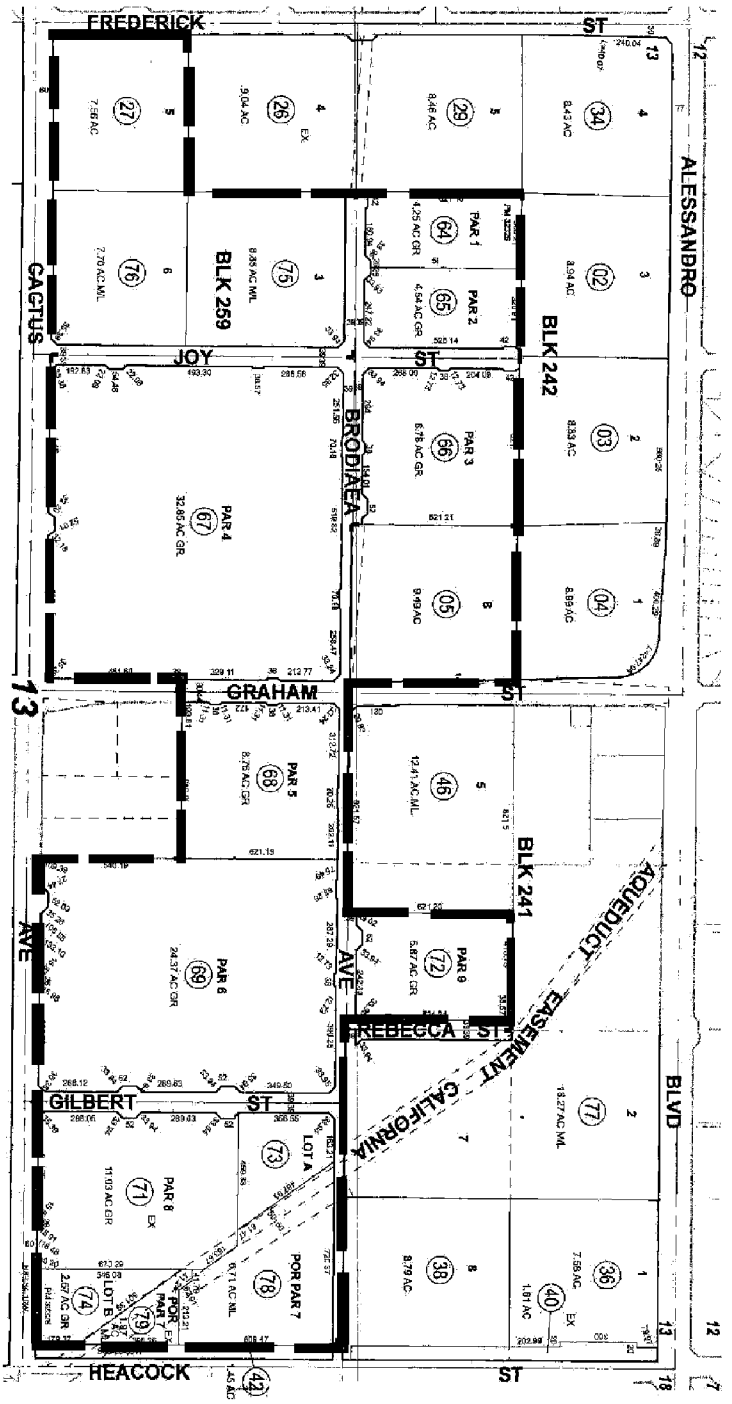

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00095519

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00095529

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

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-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00095537

ATTACHMENT 7

-371-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST
MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00095538

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MV00095539

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095543

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00095547

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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MV00095551

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $136,320,765.

DISCUSSION

In consideration of the indebtedness in the amount of $136,320,765 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011-02

Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095555

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

RECITALS

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(4) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(5) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of _____ Dollars ($_____)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount in the amount of _____ ($_____) per day ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"

LIST OF PROPERTIES

EXHIBIT "B"

REPAYMENT SCHEDULE

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the Executive Director of the Moreno Valley Redevelopment Agency on behalf of the Agency Board pursuant to authority conferred by action of the Agency Board on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____

By: Henry T. Garcia
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.

2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-23
Attachment B – Resolution No. RDA 2011-03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095575

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" in that certain agreement entitled "Cooperative Agreement", submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or

construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 2. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

RESOLUTION RDA NO. 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" in that certain agreement entitled "Cooperative Agreement", submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or

construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 2. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and

(5) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency whether prior to or after the Date of Agreement, including without limitations public improvements.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of _____ Dollars ($_____)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount in the amount of _____ ($_____) per day ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount".

2. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

3. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

4. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the

Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

5. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

6. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Public Improvements, together with interest at the rate set forth in Section 7, hereof.

7. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the schedule of payments set forth as Exhibit "B" hereto (the "Schedule of Payments").

8. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

9. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

DESIGNATED PUBLIC IMPROVEMENTS

Account Number	*Category*	*Description*	*Estimated Amount*[1]
			$

[1] Amounts shown are estimated.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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MV00095591

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

1. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095595

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00095603

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

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MV00095611

AFFORDABLE HOUSING AGREEMENT

by and between the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

and

MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership

Attachment C

Table of Contents

Page

1. DEFINITIONS AND INTERPRETATION 2

1.1 Defined Terms 2
1.2 Singular and Plural Terms 10
1.3 References and Other Terms 10
1.4 Exhibits Incorporated 11
1.5 The Redevelopment Plan 11
1.6 Representations and Warranties of Participant 11

2. SITE CONTROL; PARTICIPANT PAYMENTS 12

2.1 Ownership of the Site; Obligation to Develop and Operate. 12
2.2 Participant Payments 13

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE 13

3.1 Agency's Conditions to Disbursement of the Agency Disbursement Amount 13
3.2 Agency Disbursement Amount 15
3.3 Agency Note; Submittal of Audited Financial Statements 15

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING 15

4.1 Scope of Development 15
4.2 Design Review. 16
4.3 Time of Performance; Progress Reports 16
4.4 Cost of Construction 17
4.5 Insurance Requirements 17
4.6 Obligation to Repair and Restore Damage Due to Casualty 18
4.7 Indemnity 18
4.8 Rights of Access 20
4.9 Compliance With Laws 20
4.10 Nondiscrimination in Employment 21
4.11 Taxes and Assessments 21
4.12 Liens and Stop Notices 21
4.13 Certificate of Completion 22
4.14 Further Assurances 22
4.15 Financing of the Improvements. 22
4.16 Mechanics of Disbursement of Agency Disbursement Remaining Amount. 27
4.17 Establishment and Maintenance of Accounts 27

5. COVENANTS AND RESTRICTIONS. 28

5.1 Use Covenants 28
5.2 Affordable Housing Requirements. 28
5.3 Verifications 30
5.4 Maintenance of Site 31
5.5 Nondiscrimination Covenants 31

Table of Contents
(continued)

Page

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction 32

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES. 32

6.1 Formation, Qualification and Compliance 32
6.2 Execution and Performance of Project Documents 33
6.3 Covenant Not to Transfer Except in Conformity 33

7. DEFAULTS, REMEDIES, AND TERMINATION. 33

7.1 Default Remedies 33
7.2 Institution of Legal Actions 34
7.3 Termination by the Participant 34
7.4 Termination by Agency 34
7.5 Acceptance of Service of Process 34
7.6 Rights and Remedies Are Cumulative 34
7.7 Inaction Not a Waiver of Default 35
7.8 Applicable Law 35
7.9 Modification of Agency Participant CC&Rs 35
7.10 Enforced Delay; Extension of Times of Performance 35
7.11 Limitation Upon Transfer 35
7.12 Non-Liability of Officials and Employees of Agency 37
7.13 Relationship Between Agency and Participant 37
7.14 Agency and City Approvals and Actions 37
7.15 Real Estate Brokers 37
7.16 Attorneys' Fees 37

8. MISCELLANEOUS 38

8.1 Obligations Unconditional and Independent 38
8.2 Notices 38
8.3 Survival of Representations and Warranties 39
8.4 No Third Parties Benefited Except for City 39
8.5 Binding Effect; Assignment of Obligations 39
8.6 Counterparts 39
8.7 Prior Agreements; Amendments; Consents 39
8.8 Governing Law 39
8.9 Severability of Provisions 40
8.10 Headings 40
8.11 Conflicts 40
8.12 Time of the Essence 40
8.13 Conflict of Interest 40
8.14 Warranty Against Payment of Consideration 40
8.15 Nonliability of Agency Officials and Employees 40

ATTACHMENTS

ATTACHMENT NO. 1	SITE MAP
ATTACHMENT NO. 2	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT NO. 3	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 4	CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
ATTACHMENT NO. 5	CALCULATION OF AFFORDABLE RENTS
ATTACHMENT NO. 6	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 7	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 8	CERTIFICATE OF COMPLETION
ATTACHMENT NO. 9	AGENCY PARTICIPANT CC&RS
ATTACHMENT NO. 10	INCOME VERIFICATION
ATTACHMENT NO. 11	AGENCY NOTE
ATTACHMENT NO. 12	AGENCY DEED OF TRUST
ATTACHMENT NO. 13	MEMORANDUM OF AGREEMENT
ATTACHMENT NO. 14	PARTICIPANT CERTIFICATE
ATTACHMENT NO. 15	AFFORDABILITY RESTRICTION NOTICE

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement"), dated, for identification purposes only, as of March 8, 2011, is entered into by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic ("Agency"), and **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership (the "Participant").

RECITALS

A. Agency is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

B. The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the "Project") was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the "Redevelopment Plan"). The redevelopment project area for the Redevelopment Plan as so amended constitutes the "Project Area."

C. The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the "Community Redevelopment Law"), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

D. The Participant is experienced in the development and operation of affordable multi-family housing in California.

E. Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the "Site") located in the City of Moreno Valley and within the Project Area of the Agency's Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-nine (79) dwelling units and related improvements for occupancy of a specified number of dwelling units to "Extremely Low Income Households," "Very Low Income Households," "Lower Income Households" and "Moderate Income Households," respectively, all at "Affordable Rent" and at the "Prescribed Rent Levels," as those terms are defined below. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

F. Participant has applied for and obtained an allocation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* ("9% Tax Credits").

G. The Participant has proposed to enter into this Agreement with the Agency under which the Participant shall develop seventy-nine (79) dwelling units and a designated number of those dwelling units to be rented at "Affordable Rent" and at the "Prescribed Rent Levels"

throughout the "Required Covenant Period" (as defined below). Those undertakings of the Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

H. Under this Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "Agency Deed of Trust" as defined below. The Participant will further provide to the Agency the "Agency Deed of Trust," to be recorded against the Site to secure payments under the Agency Note.

I. This Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affiliated Person**" means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Palm Desert Development Company, a California corporation, or (ii) Housing Corporation of America, a Utah nonprofit corporation.

"**Affordability Period**" means a period equal to the greater of: (i) fifty-six (56) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

"**Affordability Restriction Notice**" means Attachment No. 15 to this Agreement.

"**Affordable Rent**" means a cost not in excess of that which may be charged the applicable Eligible Person or Family pursuant to (i) Section 50053 of the California Health and Safety Code or those limitations established by TCAC, whichever is more restrictive in each case.

"**Agency**" means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

"**Agency Deed of Trust**" means Attachment No. 12 to this Agreement.

"**Agency Disbursement Amount**" means an amount equal to the sum of (a) the City Fee Amount and (b) the lesser of (i) the sum of One Hundred Five Thousand Seven Hundred Sixty-Nine Thousand Dollars and twenty-three cents ($105,769.23) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) apart from the City Fee Amount. The Agency Disbursement Amount is inclusive of the Agency Prior Loan Amount.

"**Agency Disbursement Remaining Amount**" means the Agency Disbursement Amount less the Agency Prior Loan Amount.

"**Agency Note**" means Attachment No. 11 to this Agreement.

"**Agency Participant CC&Rs**" or "**Regulatory Agreement**" means Attachment No. 9 to this Agreement.

"**Agency Prior Loan Agreement**" means that certain agreement between the Agency and the Participant hereunder, entitled "Loan Agreement", dated as of March 1, 2010; a copy of the Agency Prior Loan Agreement is on file with the Agency as a public record. In the event of conflict between the terms of the Agency Prior Loan Agreement and this Agreement, this Agreement shall control.

"**Agency Prior Loan Amount**" means the sum of One Million Five Hundred Thousand Dollars ($1,500,000.00); the Agency Prior Loan Amount was previously disbursed by the Agency to the Participant under the Agency Prior Loan Agreement.

"**Agreement**" is defined in the first paragraph hereof.

"**Applicable Interest Rate (Section 4.7)**" means the rate of ten percent (10%) simple per annum.

"**Application for Disbursement**" is defined in Section 4.16 hereof.

"**Approved Construction and/or Permanent Lender**" means one or more of: Farmers and Merchants Bank; California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

"**Area**" means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

"**Audited Financial Statement**" means an audited financial statement addressed to Agency, including without limitation a profit and loss statement, generated by the Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included.

"**Basic Concept Drawings**" is defined in Section 4.2.1 hereof.

"**Bond Counsel**" means Stradling Yocca Carlson & Rauth, a Professional Corporation, as the Agency's and/or City's bond counsel.

"**Bond Rules**" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Development by the Agency or the City.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**Calculation of Affordable Rents**" means Attachment No. 5 to this Agreement.

"**Capital Replacement Reserve**" means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

"**Certificate of Completion**" means Attachment No. 8 to this Agreement.

"**Certificate of Continuing Program Compliance**" means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the Agency, which Certificate shall be substantially in the form attached hereto as Attachment No. 4.

"**Chargeable Fees and Reserves**" means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

"**City**" means the City of Moreno Valley, California, a municipal corporation.

"City Covenants" means the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development, which is to be recorded against the Site in a first, senior, and non-subordinate position. A copy of the City Covenants is on file in draft form with the City's Community Development Department.

"City Fee Amount" means fees in the amount of $1,022,400 in connection with the development of the Improvements, and does not include amounts collected by the City on behalf of other entities, such as school fees.

"**Closing**" means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the Primary Construction Loan and the Agency Participant CC&Rs.

"**Closing Deadline**" means September 30, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

"**Conditions Precedent to Disbursement of Agency Disbursement Amount**" are set forth in Section 3.1.

"**County**" means the County of Riverside, California.

"**Date of Agreement**" means March 8, 2011.

"**Debt Service**" means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

"**Default**" is defined in Section 7.1 hereof.

"**Deferred Participant Fee Portion"** means that portion of the Participant's Fee approved by TCAC which the Participant is to collect from Residual Receipts.

"**Development**" means the new apartment complex and associated improvements as required by this Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs and the Tax Credit Regulatory Agreement.

"**Escrow Holder**" means the holder of the Escrow for the recordation of the Agency Participant CC&Rs, which shall be First American Title or another escrow holder mutually acceptable to the Agency and the Participant.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the Agency or his designee or delegate.

"**Extremely Low Income Households**" means households earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

"**Financing Assumptions"** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under this Agreement and do not otherwise constitute a part of this Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this Agreement.

"**Gross Revenues**" means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with this Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the

California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

"**Housing Rent**" means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

"**Improvements**" means all of the improvements described in the Scope of Development.

"**Income Verification**" means Attachment No. 10 to this Agreement.

"**Legal Description of the Site**" means Attachment No. 2 to this Agreement.

"**Low Income Households" or "Lower Income Households**" means households earning not greater than sixty percent (60%) of Median Income.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

"**Maturity Date**" means the fifty-fifth (55th) anniversary of the Date of Agreement (namely, March 2, 2066).

"**Median Income**" means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Agreement**" means a memorandum of agreement in the form of Attachment No. 13 to this Agreement.

"**Moderate Income Households**" means households earning not greater than one hundred twenty percent (120%) of Median Income pursuant to Health and Safety Code Section 50093.

"**Moderate Income Unit**" means a Unit occupied at Affordable Rent by a Moderate Income Household.

"**Net Collections**" means Net Operating Income less Debt Service.

"**Net Operating Income**" means Gross Revenues, less Operating Expenses.

"**Nonprofit Services Fee**" means a fee paid by Participant to a nonprofit corporation for services in connection with operating the Development; the Nonprofit Services Fee shall in no event exceed the amount(s) established therefor in the Financing Assumptions.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development's site management staff; a management fee ("Management Fee") (excluding any on-site management personnel) of not to exceed five percent (5%) of Gross Revenues; payments on any deferred portion of the Participant's Fee; an asset management fee of not to exceed the amount provided in the Participant's partnership agreement in effect on the date of commencement of construction of the Development ("Partnership Agreement"); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to this Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Audited Financial Statement and shall be broken out in line item detail.

"**Operating Reserve**" means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Development lenders or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. The Operating Reserve shall be maintained throughout the Required Covenant Period.

"**Operating Year**" means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

"**Owner**" means the fee owner of the Site as of the Date of Agreement.

"**Participant**" means MV Rancho Dorado Limited Partnership, a California limited partnership.

"**Participant Certificate**" means a certificate in the form of Attachment No. 14 hereto.

"**Participant's Fee**" means, for purposes of this Agreement, that amount determined in good faith by the Executive Director to constitute the fee due D.L. Horn and Associates, LLC, or its successors or assigns (from private investors or cash flow of Participant and without liability as to the Agency) upon the Executive Director's review of those materials provided under Section 3.3 of this Agreement. The Participant's Fee shall be that amount provided for under the Tax Credit Rules except that, with respect to calculations of payments provided for under the Agency Note, the Participant's Fee shall be limited to Two Million Dollars ($2,000,000.00).

"**Permitted Senior Lien**" means a loan or loans in favor of an institutional lender or lenders approved by the Agency, in the amount of not to exceed the estimated cost of the Improvements not funded by the Agency Disbursement Amount or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

"**Prescribed Rent Levels and Tenant Mix**" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

"**Primary Construction Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to this Agreement.

"**Primary Permanent Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or

other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and outstanding development costs.

"**Principals**" means, for purposes of this Agreement, each of: Palm Desert Development Company, MV Rancho Dorado Limited Partnership, Housing Corporation of America, Ronald H. Olson, D.L. Horn and Associates, LLC, and Danavon L. Horn.

"**Project Documents**" means, collectively, this Agreement, the Agency Participant CC&Rs, the Tax Credit Regulatory Agreement, the Memorandum of Agreement, all other Attachments to this Agreement, and any other agreement, document, or instrument that Agency requires in connection with the execution of this Agreement or from time to time to effectuate the purposes of this Agreement.

"**Redevelopment Plan**" is defined in Section 1.5 hereof.

"**Related Entity**" means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

"**Request for Notice of Default**" means Attachment No. 6.

"**Required Affordable Units**" means not fewer than seventy-eight (78) of the seventy-nine (79) of the dwelling units required to be developed on the Site under this Agreement.

"**Required Covenant Period**" means a period of fifty-six (56) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

"**Residual Receipts**" for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of Operating Expenses and, to the extent funded, the Nonprofit Services Fee and Chargeable Fees and Reserves as required by this Agreement and made during the corresponding Operating Year. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of this Agreement, by the Agency. Provided that the written approval of the Executive Director is first obtained (which may be given or withheld at the Executive Director's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

"**Residual Receipts Note Payments**" or "**Note Payments**" means all payments required to be made pursuant to the Agency Note.

"**Schedule of Performance**" means Attachment No. 3 to this Agreement. The Schedule of Performance sets forth the dates by which Participant is to perform certain obligations under this Agreement.

"**Scope of Development**" means Attachment No. 7 to this Agreement.

"**Site**" means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site.

"**Site Map**" means Attachment No. 1 to this Agreement.

"**Stabilized Occupancy**" means occupancy of 90% (or more) of the Units for three (3) consecutive months.

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Regulatory Agreement**" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

"**Tax Credits**" or **"9% Tax Credits"** means 9% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

"**Title Company**" shall be First American Title or another title insurer mutually acceptable to the Agency and the Participant.

"**Unit**" means each of the seventy-nine (79) dwelling units required to be developed by the Participant under this Agreement.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Very Low Income Unit**" means a Unit occupied at Affordable Rent by a Very Low Income Household.

"**Year**" means a calendar year.

1.2 <u>Singular and Plural Terms</u>. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 <u>References and Other Terms</u>. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is

used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 The Redevelopment Plan. The Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the "Project Area." The use of the Site for affordable housing purposes under this Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement.

1.6 Representations and Warranties of Participant. Participant represents and warrants to Agency as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Participant has been fully authorized by all requisite actions on the part of the Participant. The parties who have executed this Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site.

(g) **Tax Credits**. Participant has obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this Agreement, the City Covenants, the Agency Participant CC&Rs, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under this Agreement.

Until the recording of the City Covenants and/or Agency Participant CC&Rs, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6.2 not to be true as of the Closing, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an effect on the development and/or operation of the Site. If Agency elects to proceed with the recording of the Agency Participant CC&Rs and/or the City Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the recording of each of the Agency Participant CC&Rs and the City Covenants, subject to such exception(s).

2. SITE CONTROL; PARTICIPANT PAYMENTS

2.1 Ownership of the Site; Obligation to Develop and Operate.

The Participant warrants and represents that it holds fee title to the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the Agency Disbursement Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this Agreement and shall make all Residual Receipts Note Payments, and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs throughout the Required Covenant Period.

2.2 **Participant Payments**. The Agency Note provides for the Participant to make payments to the Agency, which obligation is further evidenced by the Agency Note. Excepting for amounts payable to the Agency pursuant to Section 4.7 of this Agreement (which amounts shall be payable as therein provided), amounts payable to the Agency shall be paid in accordance with the terms of the Agency Note.

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE

3.1 **Agency's Conditions to Disbursement of the Agency Disbursement Amount**. The Agency shall not disburse any portion of the Agency Disbursement Amount to the Participant (excepting for the Agency Prior Loan Amount, which Amount has earlier been disbursed to the Participant under the Agency Prior Loan Agreement), as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust and the Affordability Restriction Notice have been recorded.

(b) **Evidence of Financing.** Participant shall have provided written proof acceptable to Agency that the Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1.1 hereof. In the event Participant obtains a loan or financing for the construction of the Development, such construction loan or financing for the Development shall be ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1.1, shall be immediately available for use in constructing the Improvements.

(c) **Allocation of 9% Tax Credits**. TCAC shall have issued a preliminary reservation of 9% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(d) **Title Insurance**. Participant shall have obtained at its expense and caused to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Amount) showing a lien position conforming to this Agreement.

(e) **Construction Contract.** Agency hereby approves Multi-Family Builders, Inc. as the Participant's general contractor. Upon award of the construction contract, Participant shall provide to the Agency a signed copy of a fixed-price contract or a not-to-exceed contract between the Participant and the general contractor for the construction of the Development, certified by the Participant to be a true and correct copy thereof, and Executive Director shall have approved such contractor, and the construction contract. The parties acknowledge that the principals of the contractor are or may be Related Parties to the Participant. However, nothing contained in this subsection (e) shall be deemed to create any responsibility or liability on the part of Agency for selection of the contractor(s) of for construction of the Improvements, the Participant being solely responsible for such activities.

(f) **Payment, Performance and Completion Bonds.** Participant shall have obtained payment bonds and performance and completion bonds for off-site improvements as may be required by City in connection with the development of the Site, in an amount and from a surety company reasonably acceptable to the Executive Director. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(g) **Confirmation by Lender Concerning Disbursements.** The Agency shall have received written confirmation from a reasonably acceptable construction lender that such lender agrees to cause the disbursement of funds consistent with Section 4.16 of this Agreement or that such construction lender acknowledges that the disbursement of the Agency Disbursement Amount will be accomplished by Agency in the manner described in Section 4.16 of this Agreement.

(h) **Participant Certification.** Agency shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate signed by an officer of Participant) to such effect.

(i) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(j) **Occupancy of Required Affordable Units**. The Required Affordable Units shall be occupied in accordance with this Agreement.

(k) **Representations and Warranties.** The representations and warranties of Participant contained in this Agreement shall be correct as of the request for disbursement of the Agency Disbursement Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate signed by an officer of Participant.

(l) **No Default.** No Event of Default by Participant shall have occurred under this Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under this Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in Section 3.1, or to Agency's obligations hereunder, are for Agency's benefit only and Executive Director may waive all or any part of such rights by written notice to Participant. If Executive Director shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, Agency may, upon ten (10) days' written notification, terminate this Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of Agency and is to be memorialized by written notice to the Participant stating that this Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

3.2 Agency Disbursement Amount. Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the Agency Disbursement Remaining Amount. Disbursement of the Agency Disbursement Remaining Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this Agreement. The Agency Prior Loan Amount was disbursed as a loan and the Agency Disbursement Remaining Amount is being disbursed as a loan, all of the Agency Disbursement Amount to be repaid from Residual Receipts as set forth in the Agency Note. The Agency Note shall be secured by the Agency Deed of Trust. The Agency Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to liens securing repayment of the Primary Construction Loan and the Primary Permanent Loan).

The City has waived the City Fee Amount effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with this Agreement.

3.3 Agency Note; Submittal of Audited Financial Statements. The Participant shall, prior to disbursement of any of the Agency Disbursement Amount by Agency, execute and deliver to Agency the Agency Note, and shall additionally execute and cause to be recorded as to the Site the Agency Deed of Trust and the Memorandum of Agreement. The Participant shall make all payments as provided under the Agency Note.

The Participant shall annually, at the time the Participant makes its Audited Financial Statement to tax credit investors or its lenders, but not later than June 15 as to the preceding calendar year, submit its Audited Financial Statement to the Agency. Such submittals shall continue until the Agency Note has been satisfied and the Agency Deed of Trust reconveyed.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 Scope of Development. The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

4.2 Design Review.

4.2.1 Participant Submissions. Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 City Review and Approval. The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 Revisions. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 Defects in Plans. The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

4.3 Time of Performance; Progress Reports. The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and

diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Construction. The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; excepting for the disbursement by Agency of the Agency Disbursement Amount by the Agency as provided herein. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

4.5 Insurance Requirements. Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by Agency, the following policies of insurance in form and substance reasonably satisfactory to Agency:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, earthquake (if required by third party lenders or tax credit investors), malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without 30 days prior written notice to Agency. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to Agency, showing Agency as an additional insured and loss payee. Agency shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which Agency has not previously consented in writing. Certificates of

insurance for the above policies (and/or original policies, if required by Agency) shall be delivered to Agency from time to time within 10 days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to Agency evidence of renewal or replacement of such policy reasonably satisfactory to the Executive Director.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Five Thousand Dollars ($5,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

4.5.2 Waiver of Subrogation. Participant hereby waives all rights to recover against Agency (or any officer, employee, agent or representative of Agency) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, and Participant shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Participant, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Participant will be entitled to all insurance proceeds after paying to Agency from such proceeds an amount equal to any assistance expended by Agency but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the Agency may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.7 Indemnity. Participant shall defend (by counsel satisfactory to Agency), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees

(collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the Agency Disbursement Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; or (v) the ownership, occupancy or use of the Site. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the Agency with respect to the consequences of any act of gross negligence or willful misconduct of the Agency. Participant's obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs.

The Participant shall reimburse the Agency immediately upon written demand for all costs reasonably incurred by the Agency (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Agency) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the Agency's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the Agency is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the Agency, provided that Agency gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs.

The Participant shall indemnify the Agency from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the Agency harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the

environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the Agency shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

4.8 **Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8.

4.9 **Compliance With Laws.** Participant shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Participant, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Although the Participant has informed the Agency and the parties believe that the Prevailing Wage Law is not applicable herein the only funds being provided by the Agency hereunder are from the Agency's Low and Moderate Income Housing Fund and thus under the exceptions set forth in Labor Code Section 1720(c)(4), Participant shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Participant hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon

Participant's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Participant shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.7 of this Agreement, Participant shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Participant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Participant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Participant.

4.10 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

4.12 Liens and Stop Notices. Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

(c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion. Promptly after completion of the Improvements in conformity with this Agreement, Agency shall furnish the Participant with a Certificate of Completion substantially in the form of Attachment No. 8. Agency shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Certificate of Completion. If Agency refuses or fails to furnish a Certificate of Completion after written request from Participant, Agency shall, within fifteen (15) days of receipt of written request therefor, provide Participant with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the actions Participant must take to obtain the Certificate of Completion. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4.14 Further Assurances. Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Agency all documents, and take all actions, reasonably required by Agency from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.15 Financing of the Improvements.

4.15.1 Approval of Financing. As required herein and as an Agency Condition Precedent to the disbursement of the Agency Disbursement Remaining Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement ("Proof of Financing Commitments").

The Agency shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, and are otherwise reasonable and customary. Such consent may be included in an "Inter-Creditor Agreement" in connection with which the Agency will agree to subordinate, for the benefit of such lender, the obligation to pay Residual Receipts Note Payments in the event such lender should acquire the Participant's interest in the Site upon foreclosure by such lender. The failure or refusal by the Agency to approve financing that does not satisfy the foregoing criteria shall conclusively be deemed to be reasonable. If Agency

shall disapprove any such evidence of financing, Agency shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to Agency new evidence of financing. Agency shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to Agency. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development.

The Participant understands and agrees that Participant and/or one or more of the Principals of Participant may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the Agency as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

It is contemplated and Participant proposes that financing will be provided, in part, utilizing 9% Tax Credits. In the event Participant, despite diligent efforts to obtain a preliminary allocation of 9% Tax Credits, fails to achieve such allocation, the Agency will consider in good faith, but without further or other obligation, financing which includes no Agency assistance other than as set forth herein, but which may utilize 4% low income tax credits and Bonds. In such event, the following shall apply: an issue of multifamily conduit revenue bonds ("Bonds") may be considered in connection with the financing of the Development. The Participant agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is

required in connection with the issuance of Bonds, and the Participant and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Participant in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Participant directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Bond Counsel and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

4.15.2 <u>No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development</u>. Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the Agency's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the Executive Director prior to the Date of this Agreement and which set forth such costs, unless the written approval of the Executive Director is first obtained. The Participant shall notify the Agency in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, Agency agrees to subordinate the Agency Deed of Trust, and to the extent provided in Section 4.15.7, the Agency CC&Rs and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the Agency to cure. The Agency authorizes the Executive Director to execute such instruments on behalf of the Agency without necessity of further action by the governing board of the Agency.

4.15.3 <u>Holder Not Obligated to Construct Improvements</u>. The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor

shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the Agency may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this Agreement, the Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of this Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

4.15.5 Failure of Holder to Complete Improvements. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from Agency of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an Inter-Creditor Agreement, and in addition shall supplement and not limit the Agency's rights under the Agency Participant CC&Rs or by operation of law.

4.15.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the Agency in curing such default.

In addition, the Participant, the Primary Construction Lender and the Primary Permanent Lender shall agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the Agency and the Agency shall have not less than sixty (60) days following receipt by Agency of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under the Agreement.

4.15.7 Limited Subordination of Covenants. It is contemplated that financing for the Development will be provided from funds of the Participant, the Agency Disbursement Amount, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank, Farmers and Merchants Bank of Long Beach and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the Agency agrees to the subordination of the Agency Deed of Trust and those provisions of the Agency Participant CC&Rs that limit rents to affordable rents and limit occupants to households

of specified incomes on the basis set forth in this Section 4.15.7. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in the Inter-Creditor and Subordination Agreement (and specifically the rights of the Agency to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing the Primary Construction Loan or the Primary Permanent Loan, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs will no longer be applicable.

4.16 Mechanics of Disbursement of Agency Disbursement Remaining Amount.

4.16.1 Provided that the Conditions Precedent to Disbursement have first been satisfied, the Agency shall make available to the Participant the Agency Disbursement Remaining Amount at Stabilized Occupancy.

4.16.2 The Agency shall have no obligation to disburse any portion of the Agency Disbursement Remaining Amount unless and until all of the Conditions Precedent to Disbursement are first satisfied and the Closing has taken place.

4.16.3 Neither the Agency nor the City shall provide any assistance pursuant to this Agreement other than the disbursement by Agency of the Agency Disbursement Remaining Amount on the terms and conditions set forth in this Agreement. Excepting only for the Agency Disbursement Remaining Amount, the Participant assumes all responsibility for any and all costs to develop the Development. All amounts disbursed by the Agency to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.4 The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

4.17 Establishment and Maintenance of Accounts. Prior to disbursement of the Agency Disbursement Remaining Amount, Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve.

The Participant shall provide to Agency, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Audited Financial

Statement. The report shall be delivered by Participant to Agency on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the Agency, to the computation and verification of the all payments due by Participant under this Agreement (including without limitation under the Agency Note and the Agency CC&Rs), including without limitation a certified financial audit for the Participant each Year until the Agency Note has been fully satisfied; if the Agency has reasonable cause to believe there has been an under-reporting, or otherwise at the Agency's discretion, the Agency may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the Agency and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the Agency. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to Agency for the corresponding year, the Participant shall reimburse the Agency for the cost of the audit).

5. COVENANTS AND RESTRICTIONS.

5.1 Use Covenants. Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

5.2 Affordable Housing Requirements.

5.2.1 Number of Affordable Units. Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent in conformity with the Prescribed Rent Levels and Tenant Mix. An example of the calculation of Affordable Rent for the Housing Units is attached hereto as Attachment No. 5 and incorporated herein. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect.

5.2.2 Duration of Affordability Requirements. The Required Affordable Units shall be maintained as rental units available at and rented to Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

5.2.3 Selection of Tenants. Participant shall be responsible for the selection of tenants for the Required Affordable Units in compliance with the criteria set forth in Section 5.3 of

this Agreement and consistent with the Prescribed Rent levels and Tenant Mix. To the greatest extent legally allowable, preference will be afforded residents of the City and their relatives. No Units shall be restricted on the basis of age.

5.2.4 Income of Tenants. Each tenant shall be a Extremely Low Income Household, Very Low Income Household, Lower Income Household or Moderate Income Household (as prescribed in accordance with the Prescribed Rent Levels and Tenant Mix) which meets the eligibility requirements established for the corresponding Required Affordable Unit, and Participant shall obtain a certification from each tenant renting or leasing each housing unit which substantiates such fact. Participant shall verify the income certification of each tenant as set forth in Section 5.3 hereof. Prior to the first rental of a Unit, and in addition upon request therefor by Agency, the Participant shall submit to Agency or its designee, at Participant's expense, a completed income computation and certification form, in a form to be provided by Agency.

5.2.5 Determination of Affordable Rent for the Housing Units. Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided herein: the maximum monthly rental amount for the Required Affordable Units to be rented to:

(a) Extremely Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(b) Very Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(c) Lower Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (60%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement; and

(d) For households required to have incomes of not to exceed forty percent (40%) of Median Income for the Area (but which may have incomes of greater than thirty percent of Median Income), incomes shall be based upon one-twelfth ($1/12^{th}$) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate for the unit, or if lower, the lesser of (i) the maximum rent for such unit as determined under the Regulatory Agreement, or (ii) the maximum rent for such unit as determined by TCAC;

(e) For households required to have incomes of not to exceed forty-five percent (45%) of Median Income for the Area (but which may have incomes of greater than thirty percent of Median Income), incomes shall be based upon one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate for the unit, or if lower, the lesser of (i) the maximum rent for such unit as determined under the Regulatory Agreement, or (ii) the maximum rent for such unit as determined by TCAC

(f) Moderate Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of Median Income for the Area for a

household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement.

"Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes so providing are applicable, two persons for each one bedroom unit and three persons for each two bedroom unit; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health & Safety Code Section 50052.5(h). Actual rent charged may be less than such maximum rent.

Notwithstanding the foregoing portion of this Section 5.2.5, the Participant agrees that rents shall not exceed the Prescribed Rent Levels. Participant acknowledges that such Prescribed Rent Levels will further diminish rents from the Development.

5.2.6 Relationship to Tax Credit Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as a requirement of the allocation of tax credits (the "Tax Credit Regulatory Agreement") is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement shall control and the Participant's compliance with the more restrictive requirements thereof shall not be a default hereunder.

5.3 Verifications.

5.3.1 Income Verification. Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely Required Affordable Units.

5.3.2 Annual Reports. Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records for all Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2012 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Audited Financial Statement (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Affordable Housing Project ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, all certified by the Audited Financial Statement. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note.

5.4 Maintenance of Site. Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

5.5 Nondiscrimination Covenants. Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof. The foregoing covenants shall run with the land.

Participant shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. Agency shall have the right, if the Agreement or any covenants in any agreement pursuant to this Agreement, including without limitation the Agency Participant CC&Rs, are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and such covenants may be entitled.

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES.

As a material inducement to Agency to enter into this Agreement, Participant represents and warrants to Agency that:

6.1 Formation, Qualification and Compliance. Participant (a) is a California limited partnership validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the

Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the Agency in this Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the Agency in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

6.2 **Execution and Performance of Project Documents**. Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

6.3 **Covenant Not to Transfer Except in Conformity**. Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the Executive Director, which consent may be granted or refused in the Executive Director's sole and absolute discretion; except Agency shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit period. Any sale, lease, transfer or conveyance without such consent shall, at Agency's option, be void. A change in ownership of the Participant resulting in the entities executing this Agreement on behalf of Participant retaining less than fifty-one percent (51%) ownership of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the Required Affordable Units to Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households to afford the community a long-term, quality affordable housing resource.

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 **Default Remedies**. Subject to the extensions of time set forth in Section 7.10 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this Agreement, and without limiting or affecting rights of parties hereto to terminate this Agreement, the

claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 **Institution of Legal Actions**. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

7.3 **Termination by the Participant**. The Participant shall have no right to terminate this Agreement.

7.4 **Termination by Agency**. In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2011):

7.4.1 Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this Agreement;

7.4.2 Any Condition Precedent to Disbursement has not been fulfilled;

7.4.3 Participant fails to execute the Agency Participant CC&Rs or the Memorandum of Agreement;

7.4.4 The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

7.4.5 Participant is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this Agreement by Agency to the Participant and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

7.5 **Acceptance of Service of Process**. In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.9 Modification of Agency Participant CC&Rs. In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs set forth as Attachment No. 9 hereto, then, from time to time upon receipt of request therefor from the Executive Director, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs; such request(s) by the Executive Director can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs have been recorded.

7.10 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Participant. The Agency Executive Director shall have the authority to approve extensions on behalf of Agency to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Owner to provide the Owner/Agency Indemnity or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

7.11 Limitation Upon Transfer. The qualifications and identity of the Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into this Agreement with the Participant. For the period commencing upon the date of this Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to Occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

Notwithstanding the foregoing, and once the Project has achieved stabilized occupancy (as determined by the Executive Director), the Participant may sell or re-finance its interests provided it (i) notifies Agency of its intentions, (ii) identifies the party or parties that it intends to sell the Project to or re-finance its interests with, and (iii) describes in sufficient detail the major business points of the intended transaction, and (iv) the transferee agrees, in writing acceptable to the Agency, to be bound by and comply with each of the Tax Credit Regulatory Agreement and the Agency Participant CC&Rs.

7.11.1 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Agency shall not unreasonably withhold its approval of an assignment of this Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; and (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate.

In the event of a proposed assignment by Participant under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant the Obligations of this Agreement.

7.11.2 Agency Consideration of Requested Transfer. Agency agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Housing Units in conformity with this Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to Agency requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by Agency. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the Agency to receive compensation (in connection with such transfer to tax credit investors). Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which Agency reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the Agency pursuant to this Agreement, the Participant shall remain liable for performance pursuant to this Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting

approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require Agency/Executive Director approval, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to Agency such further information as may be reasonably requested.

7.11.3 **Successors and Assigns**. All of the terms, covenants and conditions of this Agreement shall be binding upon the Participant and its permitted successors arid assigns. Whenever the term "Participant" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

7.11.4 **Assignment by Agency**. Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Participant.

7.12 **Non-Liability of Officials and Employees of Agency**. No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

7.13 **Relationship Between Agency and Participant**. It is hereby acknowledged that the relationship among the Agency and Participant is not that of a partnership or joint venture and that Agency and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

7.14 **Agency and City Approvals and Actions**. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director is authorized to act on behalf of the Agency unless specifically provided otherwise or the law otherwise requires. When a reference is made herein to an action or approval to be undertaken by the City the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

7.15 **Real Estate Brokers**. Agency and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.16 **Attorneys' Fees**. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8. MISCELLANEOUS

8.1 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of Agency to Participant, or any other claim by Participant against Agency, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

8.2 Notices. All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant:
MV Rancho Dorado Limited Partnership
P.O. Box 3958
Palm Desert, California 92261
Telephone: (760) 568-1048
Fax: (760) 832-2932

with copy (the mailing of which shall not constitute notice to Participant) to:
Goldfarb & Lipman LLP
Attention: Robert C. Mills
1300 Clay Street, 9th Floor
Oakland, CA 94612
Telephone: (510) 836-6336
Fax: (510) 836-1035

If to Agency:
Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Executive Director

with copy (the mailing of which shall not constitute notice to Agency) to:
Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone: (949) 725-4167
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that

nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.3 **Survival of Representations and Warranties.** All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency notwithstanding any investigation made by Agency.

8.4 **No Third Parties Benefited Except for City.** This Agreement is made for the purpose of setting forth rights and obligations of Participant and Agency, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this Agreement.

8.5 **Binding Effect; Assignment of Obligations.** This Agreement shall bind, and shall inure to the benefit of, Participant and Agency and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole and absolute discretion. Any such assignment without such consent shall, at Agency's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units in conformity with this Agreement.

8.6 **Counterparts.** Provided that the written approval of the Executive Director is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.7 **Prior Agreements; Amendments; Consents.** This Agreement (together with the other Project Documents) contains the entire agreement between Agency and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters, including without limitation the Agency Prior Loan Agreement, are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 41 and Attachments 1 through 15, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the Agency and the Participant.

8.8 **Governing Law.** All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Participant irrevocably and

unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as Agency may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Participant also waives any objection regarding personal or in rem jurisdiction or venue.

8.9 **Severability of Provisions.** No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all pro-visions of the Project Documents are hereby declared to be severable.

8.10 **Headings.** Article and Section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.11 **Conflicts.** In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.12 **Time of the Essence.** Time is of the essence of all of the Project Documents.

8.13 **Conflict of Interest.** No member, official or employee of Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.14 **Warranty Against Payment of Consideration.** Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

8.15 **Nonliability of Agency Officials and Employees.** No member, official or employee of Agency shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Participant or successor, or on any obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

PARTICIPANT:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

Approved as to form:

_____
STRADLING YOCCA CARLSON & RAUTH,
a Professional Corporation
By: Mark J. Huebsch

ATTACHMENT NO. 1

SITE MAP

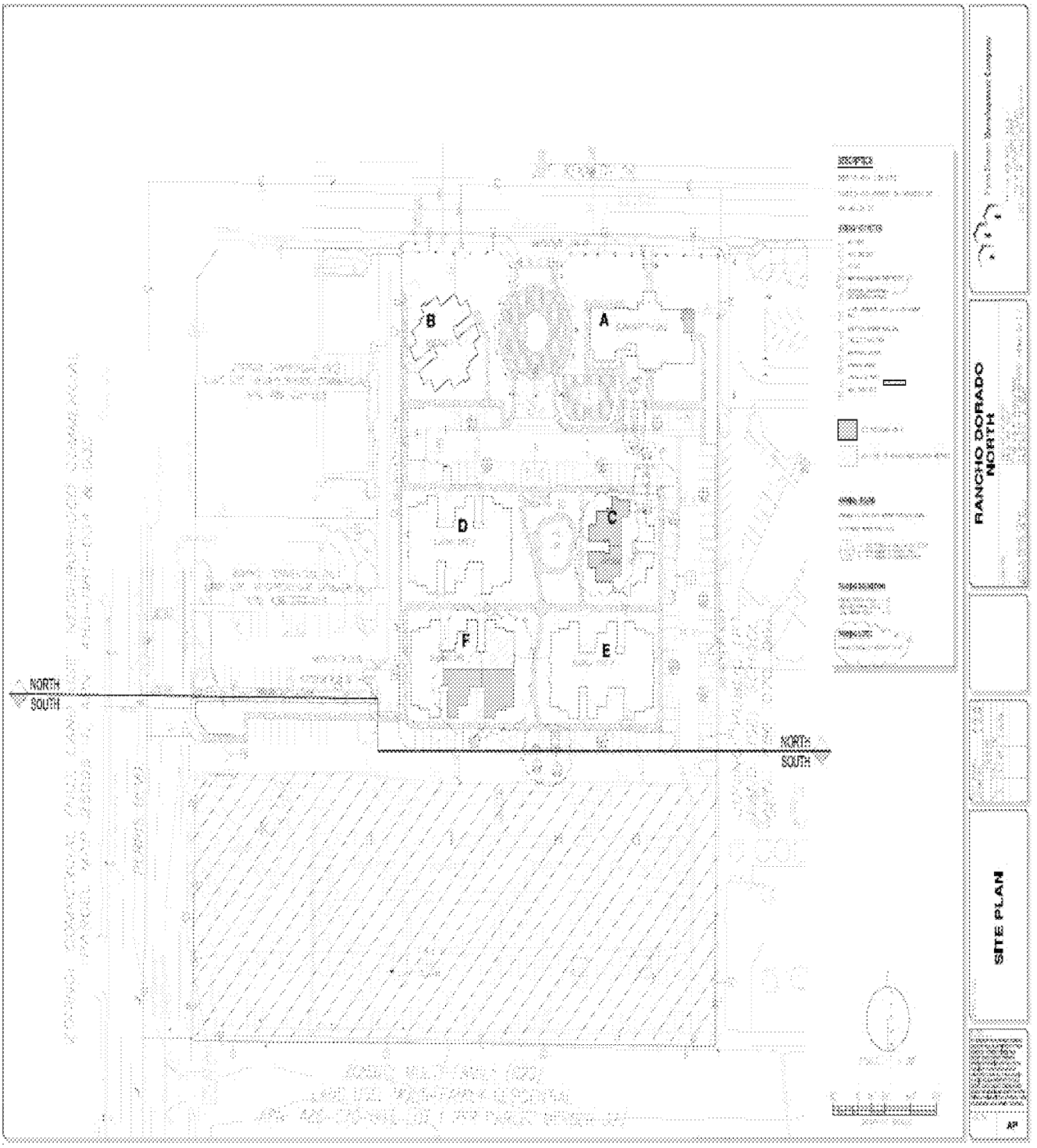
NORTH
SOUTH
NORTH
SOUTH
A
B
C
D
E
F
RANCHO DORADO NORTH
SITE PLAN

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is March 8, 2011. The Executive Director may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Participant shall be performed.

1. Satisfaction of Conditions Precedent to Disbursement of Agency Disbursement Remaining Amount. Participant shall satisfy the Conditions Precedent to Disbursement of Agency Disbursement Remaining Amount.	Not later than the Closing Deadline.
2. Recording. The Agency CC&Rs, and Memorandum of Agreement are recorded.	On or before the Closing Deadline.
3. TCAC Approval. The Participant shall have obtained a preliminary reservation of tax credits by TCAC.	On or before September 30, 2011.
4. Commencement of Construction. The Participant shall have commenced construction of the Improvements.	On or before December 30, 2011.
5. Completion of Construction. Participant shall complete construction of the Improvements.	Within fourteen (14) months after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction.
6. Rental Units Occupied. Participant causes the Required Affordable Units to be occupied using the Prescribed Rent Levels in conformity with the Agreement.	Within one hundred (100) days after the earlier of (i) completion of construction or (ii) the time established for completion of construction in this Schedule of Performance.

ATTACHMENT NO. 4

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TO: Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

The undersigned,_____, being duly authorized to execute this Certificate of Continuing Program Compliance (this "Certificate") on behalf of MV Rancho Dorado Limited Partnership, a California limited partnership (the "Participant"), hereby represents and warrants that:

1. He has read and is thoroughly familiar with the provisions of the Affordable Housing Agreement (the "AHA") by and between the Agency and the Participant dated as of March 8, 2011, including without limitation the Agency Participant CC&Rs and other attachments thereto. Capitalized terms used herein shall have the same meaning as that set forth in the AHA; and

2. As of the date of this Certificate, the following number of completed residential units at the Site: (i) are currently occupied by Very Low Income Households at Affordable Rent; (ii) are currently occupied by Lower Income Households at Affordable Rent; (iii) are currently occupied by Moderate Income Households at Affordable Rent, or (iv) are currently vacant and being held available for occupancy by a Very Low Income Household, a Lower Income Household, or a Moderate Income Household and have been so held continuously since the date a Very Low Income Household, a Lower Income Household or Moderate Income Household vacated such unit:

Occupied at an Affordable Rent by:

Extremely Low Income Households (30%)	_____	# of Units, Nos.:
Very Low Income Households (40%)		# of Units, Nos.:
Very Low Income Households (45%)		# of Units, Nos.:
Very Low Income Households (50%)	_____	# of Units, Nos.:
Lower Income Households (60%)	_____	# of Units, Nos.:
Moderate Income Households (120%)	_____	# of Units, Nos.:

Vacant:

a. Held for occupancy by:

i.	Extremely Low Income Households (30%)	_____	# of Units, Nos.:
ii.	Very Low Income Households (40%)		# of Units, Nos.:
iii.	Very Low Income Households (45%)		# of Units, Nos.:
iv.	Very Low Income Households (50%)	_____	# of Units, Nos.:
v.	Lower Income Households (60%)	_____	# of Units, Nos.:
vi.	Moderate Income Households (120%)	_____	# of Units, Nos.:

b. Last occupied by:

i.	Extremely Low Income Households (30%)	_____	# of Units, Nos.:
ii.	Very Low Income Households (40%)		# of Units, Nos.:
iii.	Very Low Income Households (45%)		# of Units, Nos.:
iv.	Very Low Income Households (50%)	_____	# of Units, Nos.:
iii.	Lower Income Households (60%)	_____	# of Units, Nos.:
iv.	Moderate Income Households (120%)	_____	# of Units, Nos.:

3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than one hundred percent (100%) of the Required Affordable Units as completed units in the Project been occupied by, or been last occupied, or have been available for occupancy by Extremely Low Income Households (30%), Very Low Income Households (as described above), Lower Income Households (60%) or Moderate Income Households (120%) at an Affordable Rent.

4. The Participant is not in default under the terms of the Agreement, including without limitation the attachments thereto (such as the Agency Participant CC&Rs).

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

(PARTICIPANT)

ATTACHMENT NO. 5

CALCULATION OF AFFORDABLE RENTS

Riverside County
Affordable Rent Worksheet

(2009 Income Figures)

1. Income Eligibility[1]

The first step in determining eligibility for an affordable housing program is determining whether the family which will be purchasing or renting the housing unit meets the following income standards applicable to **Riverside** County, based upon the size of the family:

Income Level	*1 person household*	*2 person household*	*3 person household*	*4 person household*	*5 person household*	*6 person household*	*7 person household*	*8 person household*
Extremely Low	$14,000	$16,000	$18,000	$20,000	$21,600	$23,200	$24,800	$26,400
Very Low	$23,300	$26,650	$29,950	$33,300	$35,950	$38,650	$41,300	$43,950
Lower	$37,300	$42,650	$47,950	$53,300	$57,550	$61,850	$66,100	$70,350
Median	$45,150	$51,600	$58,050	$64,500	$69,650	$74,800	$80,000	$85,150
Moderate	$54,200	$61,900	$69,650	$77,400	$83,600	$89,800	$96,000	$102,150

2. Determining Affordable Rent

For **rental housing**, the second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts.

For **Extremely Low Income** Households:[2]

- renting a 0 bedroom unit, monthly rent may not exceed $**338.63**
- renting a **1 bedroom** unit, monthly rent may not exceed **$387.00**

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[1] Based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development ("HCD") by memorandum dated April 2, 2009 and which memorandum was posted to the HCD website. These median income numbers are revised annually.

[2] Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(1).

- renting a **2 bedroom** unit, monthly rent may not exceed **$435.38**
- renting a **3 bedroom** unit, monthly rent may not exceed **$483.75**
- renting a **4 bedroom** unit, monthly rent may not exceed **$522.38**
- renting a **5 bedroom** unit, monthly rent may not exceed **$561.00**

For **Very Low Income** Households:[3]

- renting a **0 bedroom** unit, monthly rent may not exceed **$564.38**
- renting a **1 bedroom** unit, monthly rent may not exceed **$645.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$725.63**
- renting a **3 bedroom** unit, monthly rent may not exceed **$806.25**
- renting a **4 bedroom** unit, monthly rent may not exceed **$870.63**
- renting a **5 bedroom** unit, monthly rent may not exceed **$935.00**

[3] Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(2).

For **Lower Income** Households:[4]

- renting a **0 bedroom** unit, monthly rent may not exceed **$677.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **$774.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$870.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **$967.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,044.75**
- renting a **5 bedroom** unit, monthly rent may not exceed **$1,122.00**

In addition, for any Lower Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household**:[5]

- **1 person households** whose income is between **$27,090 and $37,300**
- **2 person households** whose income is between **$30,960 and $42,650**
- **3 person households** whose income is between **$34,830 and $47,950**
- **4 person households** whose income is between **$38,700 and $53,300**
- **5 person households** whose income is between **$41,790 and $57,550**
- **6 person households** whose income is between **$44,880 and $61,850**
- **7 person households** whose income is between **$48,000 and $66,100**
- **8 person households** whose income is between **$51,090 and $70,350**

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[4] Affordable Rent for Lower Income Households is the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(3).

[5] Health and Safety Code Section 50053 (b)(3).

For **Moderate Income** Households:[6]

- renting a **0 bedroom** unit, monthly rent may not exceed **$1,241.63**
- renting a **1 bedroom** unit, monthly rent may not exceed **$1,419.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$1,596.38**
- renting a **3 bedroom** unit, monthly rent may not exceed **$1,773.75**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,915.38**
- renting a **5 bedroom** unit, monthly rent may not exceed **$2,057.00**

In addition, for any Moderate Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household:**[7]

- **1 person households** whose income is between **$49,665 and $54,200**
- **2 person households** whose income is between **$56,760 and $61,900**
- **3 person households** whose income is between **$63,855 and $69,650**
- **4 person households** whose income is between **$70,950 and $77,400**
- **5 person households** whose income is between **$76,615 and $83,600**
- **6 person households** whose income is between **$82,280 and $89,800**
- **7 person households** whose income is between **$88,000 and $96,000**
- **8 person households** whose income is between **$93,665 and $102,150**

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[6] Affordable Rent for Moderate Income Households is the product of 30 percent times 110 percent of area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(4).

[7] Health and Safety Code Section 50053 (b) (4).

For purposes of determining Affordable Rent, *"Rent"* is an average of estimated housing costs for the next twelve months. ***"Rent"*** includes the total of monthly payments for all of the following:[8]

- Use and occupancy of a housing unit and land and facilities associated therewith.
- Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.
- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

[8] 25 California Code of Regulations Section 6918.

ATTACHMENT NO. 6

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government Code § 6103.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 200___, in Book _____, Page _____, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: Executive Director.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
Executive Director

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 7

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Site Map and the Legal Description of the Site.

II. DEVELOPMENT

The Participant shall construct seventy-nine (79) housing units on the Site, together with all on-site and off-site features described in this Scope of Development (as presented to the City Council of the City on the Date of Agreement), including without limitation landscaping and all off-sites and improvements required under the City approvals for the Development, including zoning, general plan, environmental clearance and all conditions of approval thereunder. All such improvements collectively constitute the "Improvements."

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the Agency as of the Date of the Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures under those land use approvals obtained by the Participant prior to the Date of Agreement.

The Participant shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

A. General Requirements:

1. Vehicular Access. The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

2. Building Signs. Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

3. Screening. All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

4. Landscaping. The Participant shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming with the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. Utilities. All utilities on the Site provided to service the units rehabilitated or reconstructed by the Participant shall be underground at Participant's expense.

6. Building Design. Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

IV. DEMOLITION AND SOILS

The Participant assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Participant has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the Agency, the City, or their respective officers, agents and employees.

V. SPECIAL AMENITIES

The Participant shall undertake all improvements required by the City as a condition of development of the Site, as more particularly provided in the City approvals given for the Site.

ATTACHMENT NO. 8

CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	))))))))

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Certificate") is made by the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic (the "Agency"), in favor of **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership (the "Participant"), as of the date set forth below.

RECITALS

A. Agency and the Participant have entered into that certain Affordable Housing Agreement (the "AHA") dated as of March 8, 2011 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Site").

B. As referenced in Section 4.13 of the AHA, Agency is required to furnish the Participant or its successors with a Certificate of Completion upon completion of construction of the "Improvements" (as defined in Section 1.1 of the AHA), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the AHA.

C. Agency has conclusively determined that the construction and development of the Development has been satisfactorily completed.

NOW, THEREFORE, Agency hereby certifies as follows:

1. Agency does hereby certify that the Improvements to be constructed by the Participant has been fully and satisfactorily completed in full conformance with the AHA.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Participant's compliance with those covenants in the AHA that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the AHA (including without limitation the attachments thereto).

IN WITNESS WHEREOF, Agency has executed this Certificate of Completion this ___ day of _____, 201__.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A" TO ATTACHMENT NO. 8

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 9

AGENCY PARTICIPANT CC&RS

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
City of Moreno Valley	)
Redevelopment Agency	)
14177 Frederick Street	)
P.O. Box 88005	)
Moreno Valley, California 92552-0805	)
Attn: Executive Director	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REGULATORY AGREEMENT

These Covenants, Conditions and Restrictions, herein sometimes referred to as these "CC&Rs" or "Declaration" or "Regulatory Agreement" are made by the signatories hereto.

R E C I T A L S

WHEREAS, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic ("Agency"), the **City of Moreno Valley**, a municipal corporation ("City"), and **MV Rancho Dorado Limited Partnership,** a California limited partnership ("Participant") is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the "Declarants."

WHEREAS, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of March 8, 2011 (the "AHA") for the improvement and development of certain real property described in Exhibit "A" (to which these CC&Rs are attached) as the "Site," which AHA provides for the recordation of this Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

WHEREAS, this Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this Regulatory Agreement, the Participant holds title to the "Site" as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, the Agency and the City each of the Participant (as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration.

Section 1. "Affordable Housing Project" means an affordable housing project operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. "Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i),

above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. "Agency" means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 "Approved Housing Project" means all improvements as provided to be developed by Participant under the AHA. The Approved Housing Project must be completed in strict conformity with all specifications contained in or referred to in the AHA.

Section 5. "Area" means the area defined by HUD which includes and consists primarily of Riverside County.

Section 6. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 7. "Certificate" or "Certification" is defined in Section 3(a).

Section 8. "City" means and refers to the City of Moreno Valley, a municipal corporation.

Section 9. "City Code" means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 10. "Common Areas" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "County" means the County of Riverside.

Section 12. "Extremely Low Income Household" means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. "Extremely Low Income Unit" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Urban Development ("HUD") Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. "Lower Income Household" means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 16. "Low Income Unit" or "Lower Income Unit" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

Section 17. "Median Income for the Area" means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 18. "Moderate Income Household" means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 19. "Moderate Income Unit" means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 20. "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 21. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these "CC&Rs" or this "Declaration."

Section 22. "Rental Project" means the seventy-nine (79) unit residential rental development on the Site.

Section 23. "Required Affordable Unit" means each of seventy-eight (78) of the seventy-nine (79) dwelling units in the Rental Project, as rehabilitated or reconstructed under the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 24. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-six (56) years thereafter.

Section 25. "Site" means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 26. "Tax Credit Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 27. "Tax Credits" means 9% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 28. "Unit" means a dwelling unit on the Rental Project.

Section 29. "Very Low Income Households" means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 30. "Very Low Income Unit" means a Unit occupied at Affordable Rent by a Very Low Income Household.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. The Participant shall develop the Approved Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Rental Project shall at any time be utilized on a transient basis nor shall the Rental Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Required Covenant Period, not less than seventy-eight (78) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not

greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. Required Affordable Units shall be continuously occupied by or held available for occupancy by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at an Affordable Rent. All Affordable Units shall be rented at Affordable Rent. For this purpose, a tenant who qualifies as an Extremely Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Extremely Low Income Household. Moreover, a unit previously occupied by an Extremely Low Income Household, and then vacated shall be considered occupied by such Extremely Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

In the event recertification of an Extremely Low Income Household's annual income establishes that household's income to be higher than the Extremely Low Income limit, the Participant shall designate the next available unit and any necessary units thereafter as an Extremely Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Extremely Low Income Unit if it is held vacant and available for occupancy by an Extremely Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Extremely Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

In the event a household's income initially complies with the corresponding income restriction but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.. The Participant shall include in its rental agreements provisions which implement this requirement and limitation, and the Participant shall expressly inform prospective renters as to this limitation prior to the commencement of a tenancy.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six

(6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified hereinbelow, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household, a Very Low Income Household, a Lower Income Households or a Moderate Income Household as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are an Extremely Low Income Household, a Very Low Income Household, a Lower Income Household or a Moderate Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement or the Tax Credit Regulatory Agreement (whichever is more restrictive) shall control and the Participant's compliance therewith shall not be a default hereunder. As between this Regulatory Agreement and the Tax Credit Regulatory Agreement, the more restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

Section 3. Participant Verification and Program Compliance.

Income Verification and Certification. The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Rental Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally requires, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

Reporting Amounts. Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Rental Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Rental Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.)*. The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Rental Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

ARTICLE IV
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform

Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Rental Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Rental Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Rental Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private,

shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Rancho Dorado Limited Partnership, a California limited partnership, P.O. Box 3958, Palm Desert, California 92261 (with a copy to Goldfarb & Lipman LLP, Attention: Robert C. Mills, 1300 Clay Street, 9th Floor, Oakland, California 94612), and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

Dated: _____

ATTEST:

By: _____
Agency Secretary

CITY OF MORENO VALLEY,
a municipal corporation

Dated: _____

By: _____

City Manager

ATTEST:

By: _____
City Clerk

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

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(Title or description of attached document continued)

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  (Title)
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CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
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  - ❖ Indicate title or type of attached document, number of pages and date.
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- Securely attach this document to the signed document

ATTACHMENT NO. 10

INCOME VERIFICATION

Part I -- General Information

1. Project Location: _____

2. Landlord's Name: _____

Part II -- Unit Information

3. Unit Number	4. Number of Bedrooms	5. Monthly Rent	6. Number of Occupants

Part III -- Affidavit of Tenant

I, _____, and I, _____, as applicants for rental of an Apartment Unit at the above-described location, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed thirty percent (30%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) exceeds fifty percent (50%) but **does not exceed sixty percent (60%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are

established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

D. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

E. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

1. Tenants qualifying as A and B, above, must complete the following:

Monthly Gross Income
(All Sources of Income of All Adult Household Members Must be Listed)

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: _____

Total x 12 _____ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation),

capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

2. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.

3. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).

4. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the Community Redevelopment Agency of the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

_____	_____
Date	Tenant
_____	_____
Date	Tenant

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley for persons of very low or low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley.

_____ _____
Signature Date

Please send to:

_____
_____
_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____
Signature Date

ATTACHMENT NO. 11

AGENCY NOTE

PROMISSORY NOTE

$8,250,000 _____, 2011

Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership ("Maker" or "Participant"), having its principal place of business at c/o Palm Desert Development Company, P.O. Box 3958, Palm Desert, California 92261, promises to pay to the order of **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Payee" or "Agency"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000), together with interest on the unpaid principal amount of this Promissory Note ("Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the Agency. This Note is being delivered pursuant to the Affordable Housing Agreement dated as of March 8, 2011, between Maker and Payee (the "AHA"). The loan evidenced by this Note shall be governed by such provisions of the AHA (including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the AHA.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2011 and continuing until the fifty-fifth (55th) anniversary of the Date of Agreement (the "Maturity Date") unless sooner satisfied.

Excepting for (i) defaults, (ii) events resulting in acceleration under this Agency Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this Agency Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this Agency Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

First, Residual Receipts shall be made available to pay accrued interest on the Participant's Fee (as defined in the AHA) at the rate of the Applicable Federal Rate ("AFR"), as of the date of this Agency Note, with such interest commencing to accrue upon the earlier of (i) the completion of the Improvements (in accordance with the AHA), or (ii) the time established in the Agreement for the completion of the Improvements.

Second, all Residual Receipts shall be available to pay the remaining principal of the Participant's Fee (as defined in the AHA), for purposes of this Agency Note.

Third, after the Participant's Fee and accrued interest thereon, (which shall be deemed to accrue at the AFR) have been paid in full, seventy-five percent (75%) of the Residual Receipts shall be paid to the Agency, and the remaining twenty-five percent (25%) shall be retained by the Participant. The Agency Disbursement Amount shall be deemed to bear interest at Interest Rate, and interest shall accrue from the Date of Agreement.

Notwithstanding any provision of this Agency Note to contrary effect, the Maker shall make payment in full to the Agency of the outstanding balance under this Agency Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the AHA, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Participant's Fee (and interest thereon as prescribed above).

6. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this

Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the AHA constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supercede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time if of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

7. Non-recourse. This Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

ATTACHMENT NO. 12

AGENCY DEED OF TRUST

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2011, between MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

c/o Palm Desert Development Company, P.O. Box 3958, Palm Desert, California 92261, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $8,250,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto, or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the Affordable Housing Agreement dated as of March 8, 2011 between Trustor and Beneficiary (the "AHA").

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

EXHIBIT "B"

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 200_, executed by MV Rancho **Dorado** Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT**. A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

   (a) A default under that certain Affordable Housing Agreement ("Agreement" or the "AHA") dated as of March 8, 2011, between Trustor and Beneficiary or any default under any Agency Note or Agency Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or

   (b) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agreement).

2. **DEFAULT - DEED OF TRUST**. A default under this Deed of Trust shall, at Beneficiary's option, as appropriate, constitute a default under the deeds of trust or other instruments referenced in Paragraph 1(a) through (b), inclusive (collectively the "Other Deeds of Trust"), of this Rider.

3. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

4. **DUE ON SALE OR ENCUMBRANCE**. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the

Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

5. **PRIORITY OF DEED OF TRUST**. This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender.

6. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE**. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Site then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Site so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

First American Title
TRUSTEE

ATTACHMENT NO. 13

MEMORANDUM OF AGREEMENT

Requested By and When Recorded Return To: **Community Redevelopment Agency of the City of Moreno Valley** 14177 Frederick Street Moreno Valley, California 92552-0805 Attention: Executive Director	This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT** ("Memorandum"), dated as of _____, 2011, is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic ("Agency") and MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement. Agency and Participant have executed an Affordable Housing Agreement (the "Agreement") dated as of March 8, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The Agreement is on file as a public record with the Agency at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

PARTICIPANT:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 14

PARTICIPANT CERTIFICATE

_____, 200_ (the "Date of Certificate")

Community Redevelopment Agency of the City of Moreno Valley
Attention: Executive Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and MV Rancho Dorado Limited Partnership, a California limited partnership (the "Participant"), dated as of March 8, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the Agency, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust and the Affordability Restriction Notice have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 9% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Agreement) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. The financing assumptions for the Improvements as set forth in the Financing Assumptions (Attachment No. 16 to the Agreement) have not changed, excepting as may be permitted under the Agreement and as heretofore approved in writing by the Agency.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remakes to Agency each and every representation and/or warranty made to Agency under the Agreement.

Participant executes this Participant Certificate for the benefit and protection of the Agency with full knowledge that the Agency is relying on this Participant Certificate in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate as of the date first written above.

PARTICIPANT

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

ATTACHMENT NO. 15

AFFORDABILITY RESTRICTION NOTICE

Recording Requested By: When Recorded Return To and Mail Tax Statements To: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF SITE (or "Notice of Affordability Restrictions") is executed as of March 8, 2011 and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property described in Exhibit "A" hereto ("Site"). The Community Redevelopment Agency of the City of Moreno Valley ("Agency") and MV RANCH DORADO LIMITED PARTNERSHIP, a California limited partnership ("Participant") have previously entered into an Affordable Housing Agreement dated as of March 8, 2011 (the "AHA").

1. The AHA provides for affordability restrictions and restrictions on the transfer of the Site, as more particularly set forth in the AHA. A copy of the AHA is on file with the Agency as a public record and is deemed incorporated herein. Reference is made to the AHA with regard to the complete text of the provisions of

such agreement which provides for affordability restrictions and restrictions on the transfer of the Site.

2. The AHA provides for the Participant to acquire the Site whereupon the Participant shall (a) construct 71 rental dwelling units at the Site and (b) rent a specified number of such dwelling units to households of limited income, paying an affordable rent; such restrictions are set forth at greater length in a document entitled the "Agency Participant CC&Rs," substantially in the form of Attachment No. 9 to the AHA, which has been entered into by and among the Agency, the City of Moreno Valley ("City"), and the Participant, and which is expected to be recorded substantially concurrently herewith among the official land records of the County of Riverside. The Agency Participant CC&Rs and the AHA are deemed to be incorporated herein by reference.

2.1 Article II, Section 1 of the Agency Participant CC&Rs provides as follows; where the terms "Declaration", "Regulatory Agreement" and "CC&Rs" are used in the quoted language below, such terms refer to the Agency Participant CC&Rs:

> "Uses. The Participant shall develop the Approved Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.
>
> "The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Rental Project shall at any time be utilized on a transient basis nor shall the Rental Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any

time be owned or used as a cooperative housing corporation or a stock cooperative."

2.2 Article II, Section 2 of the Agency Participant CC&Rs provides as follows:

"Affordable Housing.

"Number of Units. Throughout the Required Covenant Period, not less than seventy-eight (78) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to

households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. Required Affordable Units shall be continuously occupied by or held available for occupancy by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at an Affordable Rent. All Affordable Units shall be rented at Affordable Rent. For this purpose, a tenant who qualifies as an Extremely Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Extremely Low Income Household. Moreover, a unit previously occupied by an Extremely Low Income Household, and then vacated shall be considered occupied by such Extremely Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

"In the event recertification of an Extremely Low Income Household's annual income establishes that household's income to be higher than the Extremely Low Income limit, the Participant shall designate the next available unit and any necessary units thereafter as an Extremely Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Extremely Low Income Unit if it is held vacant and available for occupancy by an Extremely Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Extremely Low Income Household is

verified and the unit is rented at Affordable Rent. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

"In the event a household's income initially complies with the corresponding income restriction but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.. The Participant shall include in its rental agreements provisions which implement this requirement and limitation, and the Participant shall expressly inform prospective renters as to this limitation prior to the commencement of a tenancy.

"Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

"Selection of Tenants. As specified hereinbelow, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household, a Very Low Income Household, a Lower Income Households or a Moderate Income Household as more particularly provided herein. No Units shall be restricted on the basis of age.

"Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are an Extremely Low Income Household, a Very Low Income Household, a Lower Income Household or a Moderate Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

"The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

"Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

"Relationship to Tax Credit Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than

as provided in this Regulatory Agreement or the Tax Credit Regulatory Agreement (whichever is more restrictive) shall control and the Participant's compliance therewith shall not be a default hereunder. As between this Regulatory Agreement and the Tax Credit Regulatory Agreement, the more restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

"THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS."

3. The restrictions contained in the Agency Participant CC&Rs expire fifty-six (56) years following the date the Agency Participant CC&Rs is recorded. It is anticipated that the Agency Participant CC&Rs will be submitted for recordation contemporaneously with this Notice of Affordability Restrictions.

4. The commonly known address for the Site is _____ in the City of Moreno Valley.

The Site consists of all or a portion of the following parcels: _____; such numbers are subject to change.

5. The legal description for the Site is attached hereto as Exhibit A and is incorporated herein by reference.

6. The Agency Participant CC&Rs, which includes the affordability restrictions referenced above, is expected to be submitted for recordation in the

Office of the Riverside County Recorder contemporaneously with this Notice of Affordability Restrictions.

7. This Notice of Affordability Restrictions is intended merely to satisfy the requirements of Chapter 690. The AHA and the Agency Participant CC&Rs both remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

8. Capitalized terms shall have the meaning established under the AHA (including all Attachments thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

9. Persons having questions regarding this Notice of Affordability Restrictions, the AHA or the Attachments thereto (including the Agency Participant CC&Rs) should contact the Agency at its offices (14177 Frederick Street, Moreno Valley, or such other address as may be designated by the Agency from time to time).

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Henry T. Garcia, Executive Director

ATTEST:

By: _____
Jane Halstead Secretary

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Henry T. Garcia, Interim City Manager

ATTEST:

By: _____
Jane Halstead
City Clerk

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)
By:
Danavon L. Horn
Its: President

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

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MV00095733

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00095741

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and

its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. An Affordable Housing Agreement has been drafted to establish the terms and conditions of the Agency's conditions of financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the resolutions consenting to the approval of Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

2. Decline to adopt the resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-26
Attachment B – Resolution RDA No. 2011-05
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00095745

REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MV00095747

REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00095748

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

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Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

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STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

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Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

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1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

MV00095756

and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

MV00095757

California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

MV00095758

Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

MV00095759

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00095775

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095777

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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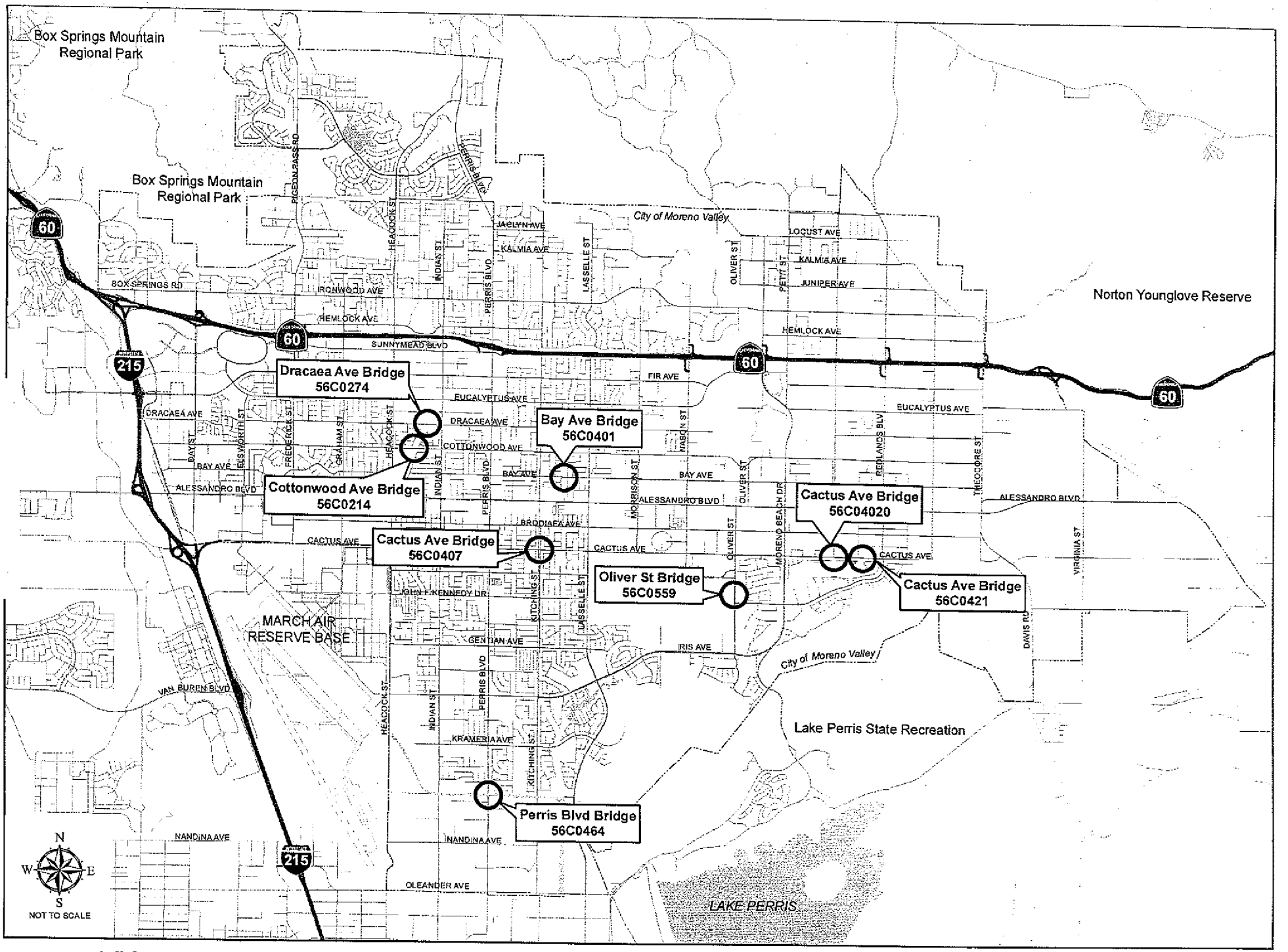

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00095783

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Viren - 11-22679828 - 2011 Bridge Maintenance Program\Construction\Contractor\Agreement\Agreement - 2011 Bridge.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

MV00095793

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
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- Securely attach this document to the signed document.

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MV00095797

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment “A” – Location Map
Attachment “B” – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\CC Reports\NOA 3-08-11\Staff Report - Notice of Award (CC 03-08-11).doc

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MV00095803

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

MV00095804

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MV00095805

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00095812

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00095819

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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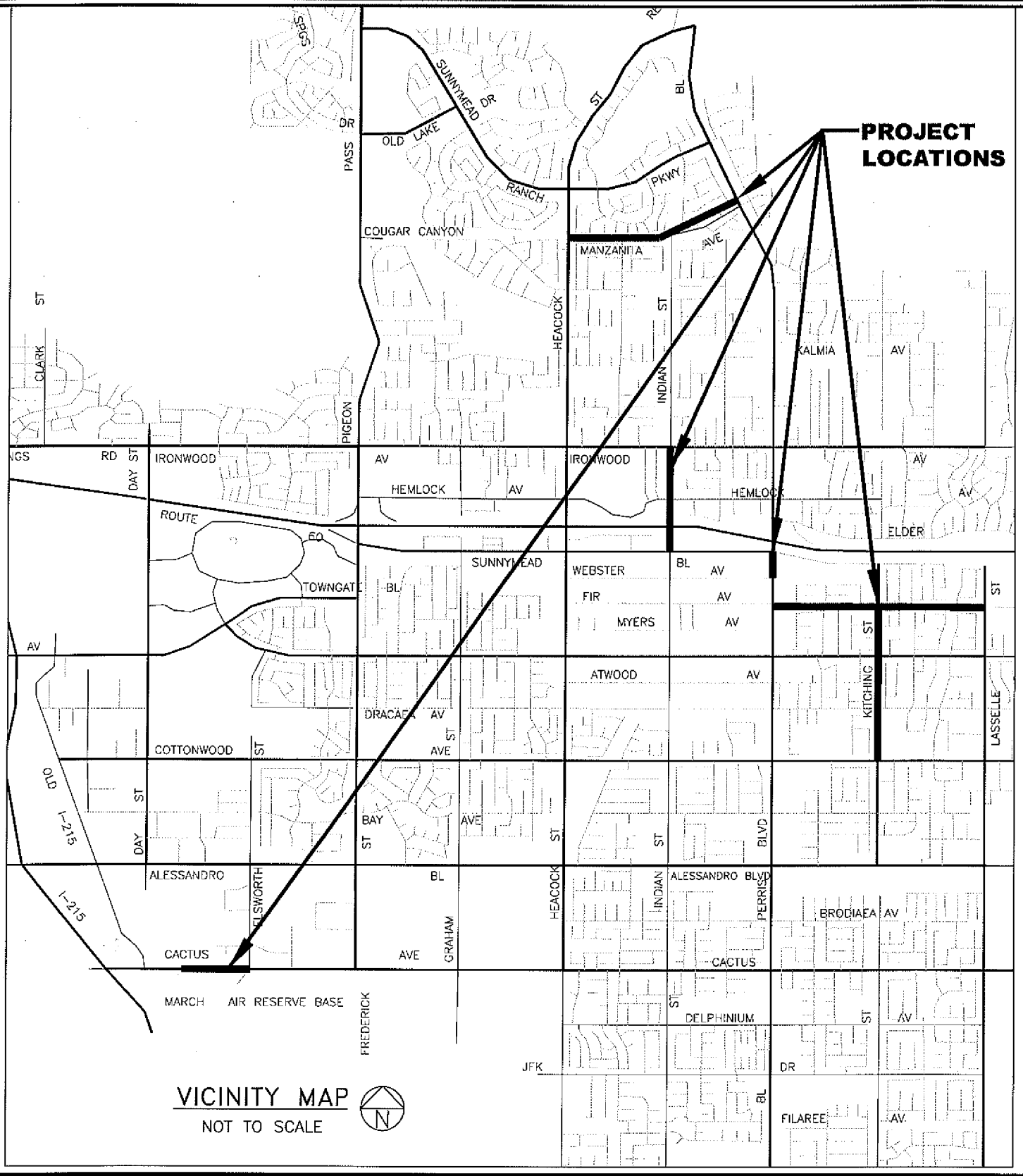

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

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Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
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Number of Pages _____

Document Date _____

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Additional Information

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- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
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Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

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Number of Pages _____

Document Date _____

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Additional Information

CAPACITY CLAIMED BY THE SIGNER

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- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
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- ☐ Other _____

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MV00095841

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00095847

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

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Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00095871

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

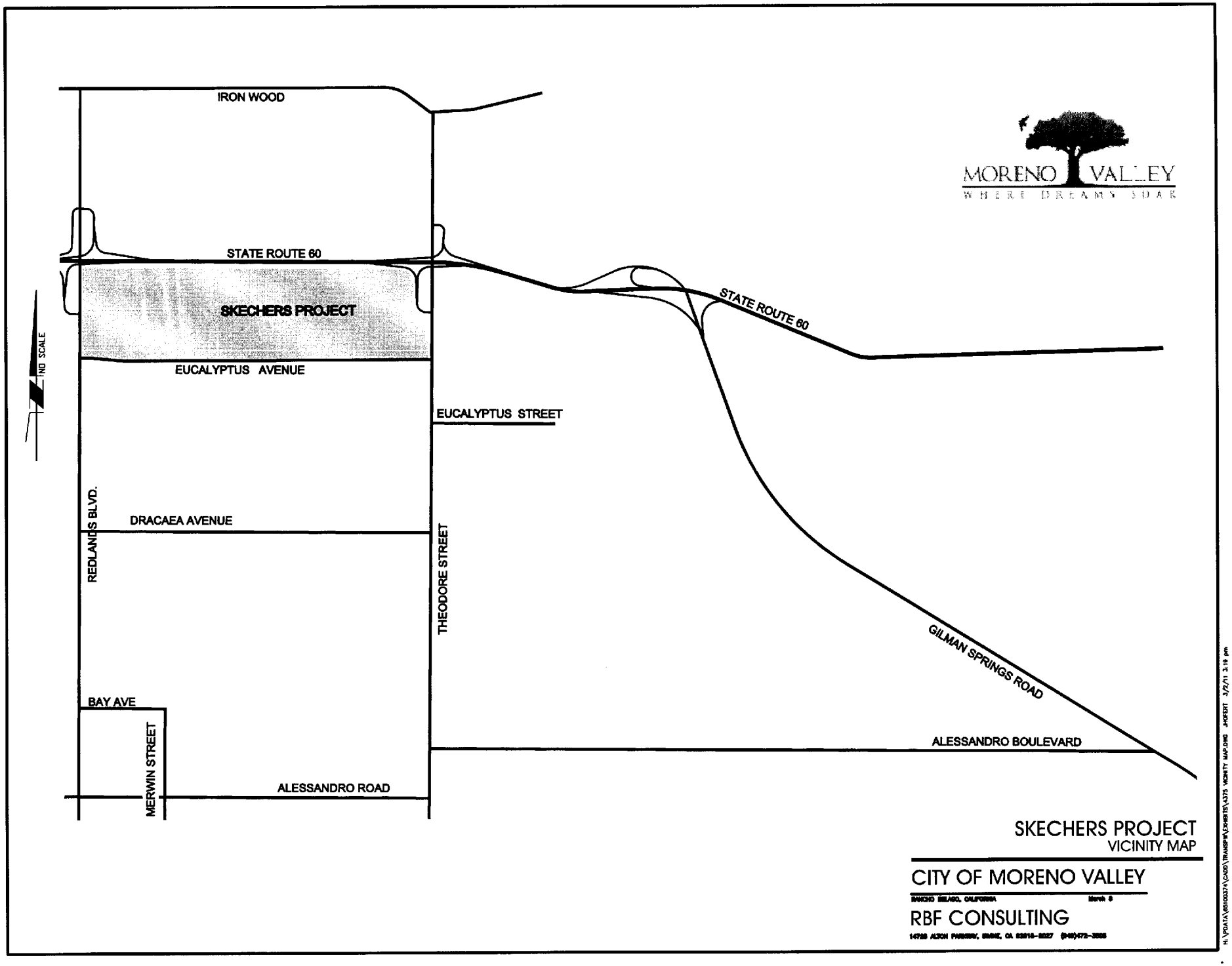
IRON WOOD
STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
EUCALYPTUS STREET
STATE ROUTE 60
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
MORENO VALLEY
WHERE DREAMS SOAR
SKECHERS PROJECT
VICINITY MAP
CITY OF MORENO VALLEY
RBF CONSULTING

EXHIBIT "A"

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MV00095877

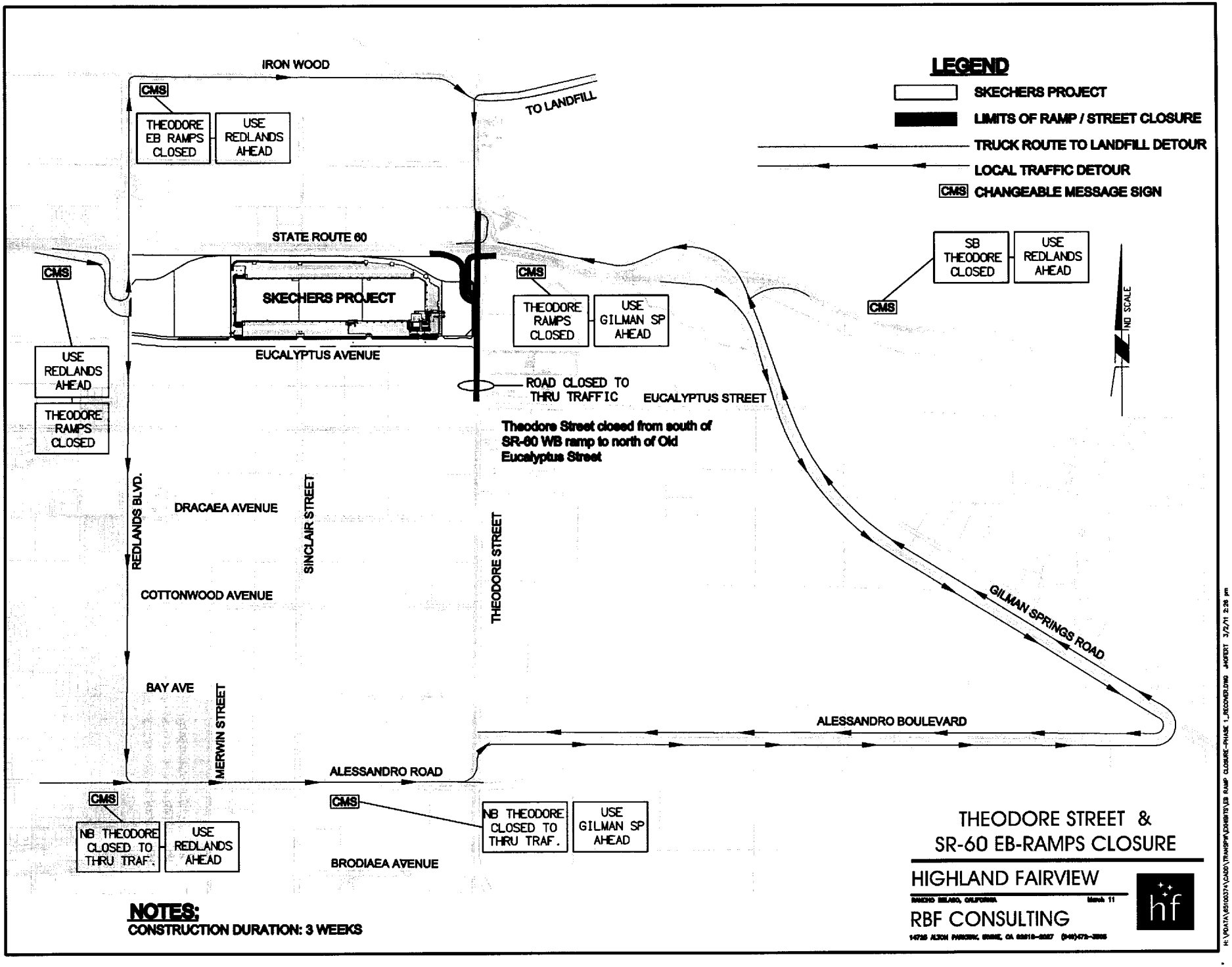

NOTES:
CONSTRUCTION DURATION: 3 WEEKS

EXHIBIT "B"

Item No. A.8

MV00095878

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MV00095879

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

21317.00010\5864288.1

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

21317.00010\5864288.1

MV00095899

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00095901

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00095903

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

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MV00095905

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00095907

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00095909

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00095913

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00095931

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) <u>U.S. Export-Import Bank</u>
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) <u>Farmers Home Administration</u>
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45
Section 8.02. Owners' Meetings 46
Section 8.03. Procedure for Amendment with Written Consent of Owners 47
Section 8.04. Disqualified Bonds 47
Section 8.05. Effect of Supplemental Agreement 47
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48
Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48
Section 9.02. Successor is Deemed Included in All References to Predecessor 48
Section 9.03. Discharge of Agreement 48
Section 9.04. Execution of Documents and Proof of Ownership by Owners 49
Section 9.05. Waiver of Personal Liability 50
Section 9.06. Notices to and Demands on City and Fiscal Agent 50
Section 9.07. Partial Invalidity 50
Section 9.08. Unclaimed Moneys 50
Section 9.09. Applicable Law 51
Section 9.10. Conflict with Act 51
Section 9.11. Conclusive Evidence of Regularity 51
Section 9.12. Payment on Business Day 51
Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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MV00095995

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

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San Diego, California

DISCLOSURE COUNSEL

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a Professional Corporation
Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds*[1]*	*Maximum Special Taxes from Developed Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from Developed Property**	*Maximum Special Taxes from all Taxable Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property**
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*
(1) Interest on the Bonds is capitalized through September 1, 2011.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

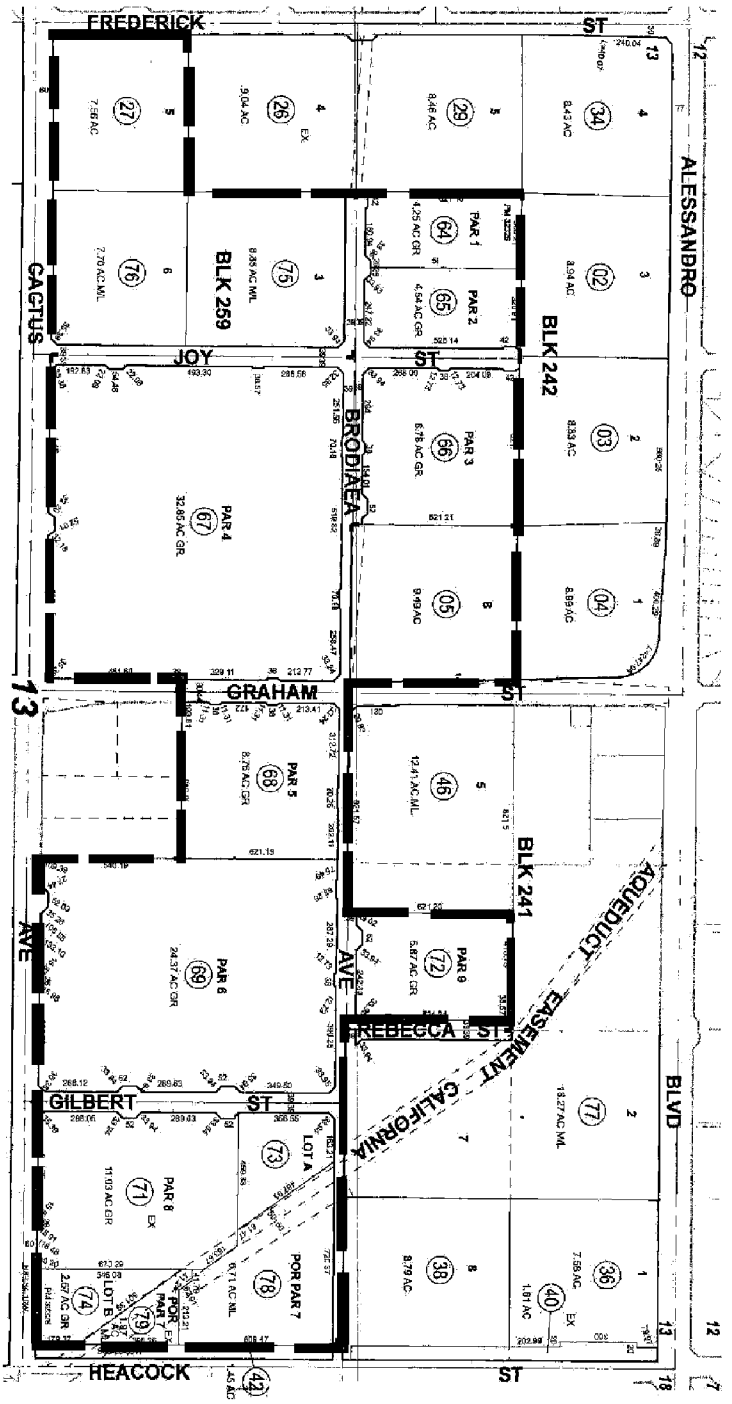

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00096113

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00096123

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

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-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00096131

ATTACHMENT 7

-371-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST

MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00096132

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MV00096133

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096137

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00096141

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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MV00096145

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $136,320,765.

DISCUSSION

In consideration of the indebtedness in the amount of $136,320,765 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011-02

Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096149

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

RECITALS

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(4) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(5) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of _____ Dollars ($_____)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount in the amount of _____ ($_____) per day ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"

LIST OF PROPERTIES

EXHIBIT "B"

REPAYMENT SCHEDULE

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the Executive Director of the Moreno Valley Redevelopment Agency on behalf of the Agency Board pursuant to authority conferred by action of the Agency Board on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____
By: Henry T. Garcia
City Manager

ATTEST:

_____
Jane Halstead
City Clerk

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.

2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-23
Attachment B – Resolution No. RDA 2011-03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096169

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" in that certain agreement entitled "Cooperative Agreement", submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or

construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 2. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

RESOLUTION RDA NO. 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" in that certain agreement entitled "Cooperative Agreement", submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or

construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 2. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and

(5) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency whether prior to or after the Date of Agreement, including without limitations public improvements.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of _____ Dollars ($_____)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount in the amount of _____ ($_____) per day ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount".

2. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

3. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

4. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the

Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

5. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

6. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Public Improvements, together with interest at the rate set forth in Section 7, hereof.

7. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the schedule of payments set forth as Exhibit "B" hereto (the "Schedule of Payments").

8. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

9. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

DESIGNATED PUBLIC IMPROVEMENTS

Account Number	*Category*	*Description*	*Estimated Amount*[1]
			$

[1] Amounts shown are estimated.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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MV00096185

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

1. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096189

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00096197

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

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MV00096205

AFFORDABLE HOUSING AGREEMENT

by and between the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

and

MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership

Attachment C

Table of Contents

Page

1. DEFINITIONS AND INTERPRETATION 2

1.1 Defined Terms 2
1.2 Singular and Plural Terms 10
1.3 References and Other Terms 10
1.4 Exhibits Incorporated 11
1.5 The Redevelopment Plan 11
1.6 Representations and Warranties of Participant 11

2. SITE CONTROL; PARTICIPANT PAYMENTS 12

2.1 Ownership of the Site; Obligation to Develop and Operate. 12
2.2 Participant Payments 13

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE 13

3.1 Agency's Conditions to Disbursement of the Agency Disbursement Amount 13
3.2 Agency Disbursement Amount 15
3.3 Agency Note; Submittal of Audited Financial Statements 15

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING 15

4.1 Scope of Development 15
4.2 Design Review. 16
4.3 Time of Performance; Progress Reports 16
4.4 Cost of Construction 17
4.5 Insurance Requirements 17
4.6 Obligation to Repair and Restore Damage Due to Casualty 18
4.7 Indemnity 18
4.8 Rights of Access 20
4.9 Compliance With Laws 20
4.10 Nondiscrimination in Employment 21
4.11 Taxes and Assessments 21
4.12 Liens and Stop Notices 21
4.13 Certificate of Completion 22
4.14 Further Assurances 22
4.15 Financing of the Improvements. 22
4.16 Mechanics of Disbursement of Agency Disbursement Remaining Amount. 27
4.17 Establishment and Maintenance of Accounts 27

5. COVENANTS AND RESTRICTIONS. 28

5.1 Use Covenants 28
5.2 Affordable Housing Requirements. 28
5.3 Verifications 30
5.4 Maintenance of Site 31
5.5 Nondiscrimination Covenants 31

Table of Contents
(continued)

Page

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction 32

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES. 32

6.1 Formation, Qualification and Compliance 32
6.2 Execution and Performance of Project Documents 33
6.3 Covenant Not to Transfer Except in Conformity 33

7. DEFAULTS, REMEDIES, AND TERMINATION. 33

7.1 Default Remedies 33
7.2 Institution of Legal Actions 34
7.3 Termination by the Participant 34
7.4 Termination by Agency 34
7.5 Acceptance of Service of Process 34
7.6 Rights and Remedies Are Cumulative 34
7.7 Inaction Not a Waiver of Default 35
7.8 Applicable Law 35
7.9 Modification of Agency Participant CC&Rs 35
7.10 Enforced Delay; Extension of Times of Performance 35
7.11 Limitation Upon Transfer 35
7.12 Non-Liability of Officials and Employees of Agency 37
7.13 Relationship Between Agency and Participant 37
7.14 Agency and City Approvals and Actions 37
7.15 Real Estate Brokers 37
7.16 Attorneys' Fees 37

8. MISCELLANEOUS 38

8.1 Obligations Unconditional and Independent 38
8.2 Notices 38
8.3 Survival of Representations and Warranties 39
8.4 No Third Parties Benefited Except for City 39
8.5 Binding Effect; Assignment of Obligations 39
8.6 Counterparts 39
8.7 Prior Agreements; Amendments; Consents 39
8.8 Governing Law 39
8.9 Severability of Provisions 40
8.10 Headings 40
8.11 Conflicts 40
8.12 Time of the Essence 40
8.13 Conflict of Interest 40
8.14 Warranty Against Payment of Consideration 40
8.15 Nonliability of Agency Officials and Employees 40

ATTACHMENTS

ATTACHMENT NO. 1	SITE MAP
ATTACHMENT NO. 2	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT NO. 3	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 4	CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
ATTACHMENT NO. 5	CALCULATION OF AFFORDABLE RENTS
ATTACHMENT NO. 6	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 7	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 8	CERTIFICATE OF COMPLETION
ATTACHMENT NO. 9	AGENCY PARTICIPANT CC&RS
ATTACHMENT NO. 10	INCOME VERIFICATION
ATTACHMENT NO. 11	AGENCY NOTE
ATTACHMENT NO. 12	AGENCY DEED OF TRUST
ATTACHMENT NO. 13	MEMORANDUM OF AGREEMENT
ATTACHMENT NO. 14	PARTICIPANT CERTIFICATE
ATTACHMENT NO. 15	AFFORDABILITY RESTRICTION NOTICE

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement"), dated, for identification purposes only, as of March 8, 2011, is entered into by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic ("Agency"), and **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership (the "Participant").

RECITALS

A. Agency is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

B. The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the "Project") was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the "Redevelopment Plan"). The redevelopment project area for the Redevelopment Plan as so amended constitutes the "Project Area."

C. The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the "Community Redevelopment Law"), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

D. The Participant is experienced in the development and operation of affordable multi-family housing in California.

E. Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the "Site") located in the City of Moreno Valley and within the Project Area of the Agency's Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-nine (79) dwelling units and related improvements for occupancy of a specified number of dwelling units to "Extremely Low Income Households," "Very Low Income Households," "Lower Income Households" and "Moderate Income Households," respectively, all at "Affordable Rent" and at the "Prescribed Rent Levels," as those terms are defined below. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

F. Participant has applied for and obtained an allocation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* ("9% Tax Credits").

G. The Participant has proposed to enter into this Agreement with the Agency under which the Participant shall develop seventy-nine (79) dwelling units and a designated number of those dwelling units to be rented at "Affordable Rent" and at the "Prescribed Rent Levels"

throughout the "Required Covenant Period" (as defined below). Those undertakings of the Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

H. Under this Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "Agency Deed of Trust" as defined below. The Participant will further provide to the Agency the "Agency Deed of Trust," to be recorded against the Site to secure payments under the Agency Note.

I. This Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affiliated Person**" means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Palm Desert Development Company, a California corporation, or (ii) Housing Corporation of America, a Utah nonprofit corporation.

"**Affordability Period**" means a period equal to the greater of: (i) fifty-six (56) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

"**Affordability Restriction Notice**" means Attachment No. 15 to this Agreement.

"**Affordable Rent**" means a cost not in excess of that which may be charged the applicable Eligible Person or Family pursuant to (i) Section 50053 of the California Health and Safety Code or those limitations established by TCAC, whichever is more restrictive in each case.

"**Agency**" means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

"**Agency Deed of Trust**" means Attachment No. 12 to this Agreement.

"**Agency Disbursement Amount**" means an amount equal to the sum of (a) the City Fee Amount and (b) the lesser of (i) the sum of One Hundred Five Thousand Seven Hundred Sixty-Nine Thousand Dollars and twenty-three cents ($105,769.23) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) apart from the City Fee Amount. The Agency Disbursement Amount is inclusive of the Agency Prior Loan Amount.

"**Agency Disbursement Remaining Amount**" means the Agency Disbursement Amount less the Agency Prior Loan Amount.

"**Agency Note**" means Attachment No. 11 to this Agreement.

"**Agency Participant CC&Rs**" or "**Regulatory Agreement**" means Attachment No. 9 to this Agreement.

"**Agency Prior Loan Agreement**" means that certain agreement between the Agency and the Participant hereunder, entitled "Loan Agreement", dated as of March 1, 2010; a copy of the Agency Prior Loan Agreement is on file with the Agency as a public record. In the event of conflict between the terms of the Agency Prior Loan Agreement and this Agreement, this Agreement shall control.

"**Agency Prior Loan Amount**" means the sum of One Million Five Hundred Thousand Dollars ($1,500,000.00); the Agency Prior Loan Amount was previously disbursed by the Agency to the Participant under the Agency Prior Loan Agreement.

"**Agreement**" is defined in the first paragraph hereof.

"**Applicable Interest Rate (Section 4.7)**" means the rate of ten percent (10%) simple per annum.

"**Application for Disbursement**" is defined in Section 4.16 hereof.

"**Approved Construction and/or Permanent Lender**" means one or more of: Farmers and Merchants Bank; California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

"**Area**" means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

"**Audited Financial Statement**" means an audited financial statement addressed to Agency, including without limitation a profit and loss statement, generated by the Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included.

"**Basic Concept Drawings**" is defined in Section 4.2.1 hereof.

"**Bond Counsel**" means Stradling Yocca Carlson & Rauth, a Professional Corporation, as the Agency's and/or City's bond counsel.

"**Bond Rules**" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Development by the Agency or the City.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**Calculation of Affordable Rents**" means Attachment No. 5 to this Agreement.

"**Capital Replacement Reserve**" means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

"**Certificate of Completion**" means Attachment No. 8 to this Agreement.

"**Certificate of Continuing Program Compliance**" means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the Agency, which Certificate shall be substantially in the form attached hereto as Attachment No. 4.

"**Chargeable Fees and Reserves**" means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

"**City**" means the City of Moreno Valley, California, a municipal corporation.

"City Covenants" means the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development, which is to be recorded against the Site in a first, senior, and non-subordinate position. A copy of the City Covenants is on file in draft form with the City's Community Development Department.

"City Fee Amount" means fees in the amount of $1,022,400 in connection with the development of the Improvements, and does not include amounts collected by the City on behalf of other entities, such as school fees.

"**Closing**" means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the Primary Construction Loan and the Agency Participant CC&Rs.

"**Closing Deadline**" means September 30, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

"**Conditions Precedent to Disbursement of Agency Disbursement Amount**" are set forth in Section 3.1.

"**County**" means the County of Riverside, California.

"**Date of Agreement**" means March 8, 2011.

"**Debt Service**" means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

"**Default**" is defined in Section 7.1 hereof.

"**Deferred Participant Fee Portion"** means that portion of the Participant's Fee approved by TCAC which the Participant is to collect from Residual Receipts.

"**Development**" means the new apartment complex and associated improvements as required by this Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs and the Tax Credit Regulatory Agreement.

"**Escrow Holder**" means the holder of the Escrow for the recordation of the Agency Participant CC&Rs, which shall be First American Title or another escrow holder mutually acceptable to the Agency and the Participant.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the Agency or his designee or delegate.

"**Extremely Low Income Households**" means households earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

"**Financing Assumptions"** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under this Agreement and do not otherwise constitute a part of this Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this Agreement.

"**Gross Revenues**" means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with this Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the

California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

"**Housing Rent**" means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

"**Improvements**" means all of the improvements described in the Scope of Development.

"**Income Verification**" means Attachment No. 10 to this Agreement.

"**Legal Description of the Site**" means Attachment No. 2 to this Agreement.

"**Low Income Households" or "Lower Income Households**" means households earning not greater than sixty percent (60%) of Median Income.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

"**Maturity Date**" means the fifty-fifth (55th) anniversary of the Date of Agreement (namely, March 2, 2066).

"**Median Income**" means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Agreement**" means a memorandum of agreement in the form of Attachment No. 13 to this Agreement.

"**Moderate Income Households**" means households earning not greater than one hundred twenty percent (120%) of Median Income pursuant to Health and Safety Code Section 50093.

"**Moderate Income Unit**" means a Unit occupied at Affordable Rent by a Moderate Income Household.

"**Net Collections**" means Net Operating Income less Debt Service.

"**Net Operating Income**" means Gross Revenues, less Operating Expenses.

"**Nonprofit Services Fee**" means a fee paid by Participant to a nonprofit corporation for services in connection with operating the Development; the Nonprofit Services Fee shall in no event exceed the amount(s) established therefor in the Financing Assumptions.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development's site management staff; a management fee ("Management Fee") (excluding any on-site management personnel) of not to exceed five percent (5%) of Gross Revenues; payments on any deferred portion of the Participant's Fee; an asset management fee of not to exceed the amount provided in the Participant's partnership agreement in effect on the date of commencement of construction of the Development ("Partnership Agreement"); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to this Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Audited Financial Statement and shall be broken out in line item detail.

"**Operating Reserve**" means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Development lenders or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. The Operating Reserve shall be maintained throughout the Required Covenant Period.

"**Operating Year**" means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

"**Owner**" means the fee owner of the Site as of the Date of Agreement.

"**Participant**" means MV Rancho Dorado Limited Partnership, a California limited partnership.

"**Participant Certificate**" means a certificate in the form of Attachment No. 14 hereto.

"**Participant's Fee**" means, for purposes of this Agreement, that amount determined in good faith by the Executive Director to constitute the fee due D.L. Horn and Associates, LLC, or its successors or assigns (from private investors or cash flow of Participant and without liability as to the Agency) upon the Executive Director's review of those materials provided under Section 3.3 of this Agreement. The Participant's Fee shall be that amount provided for under the Tax Credit Rules except that, with respect to calculations of payments provided for under the Agency Note, the Participant's Fee shall be limited to Two Million Dollars ($2,000,000.00).

"**Permitted Senior Lien**" means a loan or loans in favor of an institutional lender or lenders approved by the Agency, in the amount of not to exceed the estimated cost of the Improvements not funded by the Agency Disbursement Amount or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

"**Prescribed Rent Levels and Tenant Mix**" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

"**Primary Construction Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to this Agreement.

"**Primary Permanent Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or

other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and outstanding development costs.

"**Principals**" means, for purposes of this Agreement, each of: Palm Desert Development Company, MV Rancho Dorado Limited Partnership, Housing Corporation of America, Ronald H. Olson, D.L. Horn and Associates, LLC, and Danavon L. Horn.

"**Project Documents**" means, collectively, this Agreement, the Agency Participant CC&Rs, the Tax Credit Regulatory Agreement, the Memorandum of Agreement, all other Attachments to this Agreement, and any other agreement, document, or instrument that Agency requires in connection with the execution of this Agreement or from time to time to effectuate the purposes of this Agreement.

"**Redevelopment Plan**" is defined in Section 1.5 hereof.

"**Related Entity**" means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

"**Request for Notice of Default**" means Attachment No. 6.

"**Required Affordable Units**" means not fewer than seventy-eight (78) of the seventy-nine (79) of the dwelling units required to be developed on the Site under this Agreement.

"**Required Covenant Period**" means a period of fifty-six (56) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

"**Residual Receipts**" for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of Operating Expenses and, to the extent funded, the Nonprofit Services Fee and Chargeable Fees and Reserves as required by this Agreement and made during the corresponding Operating Year. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of this Agreement, by the Agency. Provided that the written approval of the Executive Director is first obtained (which may be given or withheld at the Executive Director's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

"**Residual Receipts Note Payments**" or "**Note Payments**" means all payments required to be made pursuant to the Agency Note.

"**Schedule of Performance**" means Attachment No. 3 to this Agreement. The Schedule of Performance sets forth the dates by which Participant is to perform certain obligations under this Agreement.

"**Scope of Development**" means Attachment No. 7 to this Agreement.

"**Site**" means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site.

"**Site Map**" means Attachment No. 1 to this Agreement.

"**Stabilized Occupancy**" means occupancy of 90% (or more) of the Units for three (3) consecutive months.

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Regulatory Agreement**" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

"**Tax Credits**" or **"9% Tax Credits"** means 9% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

"**Title Company**" shall be First American Title or another title insurer mutually acceptable to the Agency and the Participant.

"**Unit**" means each of the seventy-nine (79) dwelling units required to be developed by the Participant under this Agreement.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Very Low Income Unit**" means a Unit occupied at Affordable Rent by a Very Low Income Household.

"**Year**" means a calendar year.

1.2 <u>Singular and Plural Terms</u>. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 <u>References and Other Terms</u>. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is

used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 The Redevelopment Plan. The Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the "Project Area." The use of the Site for affordable housing purposes under this Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement.

1.6 Representations and Warranties of Participant. Participant represents and warrants to Agency as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Participant has been fully authorized by all requisite actions on the part of the Participant. The parties who have executed this Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site.

(g) **Tax Credits**. Participant has obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this Agreement, the City Covenants, the Agency Participant CC&Rs, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under this Agreement.

Until the recording of the City Covenants and/or Agency Participant CC&Rs, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6.2 not to be true as of the Closing, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an effect on the development and/or operation of the Site. If Agency elects to proceed with the recording of the Agency Participant CC&Rs and/or the City Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the recording of each of the Agency Participant CC&Rs and the City Covenants, subject to such exception(s).

2. SITE CONTROL; PARTICIPANT PAYMENTS

2.1 Ownership of the Site; Obligation to Develop and Operate.

The Participant warrants and represents that it holds fee title to the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the Agency Disbursement Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this Agreement and shall make all Residual Receipts Note Payments, and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs throughout the Required Covenant Period.

2.2 **Participant Payments**. The Agency Note provides for the Participant to make payments to the Agency, which obligation is further evidenced by the Agency Note. Excepting for amounts payable to the Agency pursuant to Section 4.7 of this Agreement (which amounts shall be payable as therein provided), amounts payable to the Agency shall be paid in accordance with the terms of the Agency Note.

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE

3.1 **Agency's Conditions to Disbursement of the Agency Disbursement Amount**. The Agency shall not disburse any portion of the Agency Disbursement Amount to the Participant (excepting for the Agency Prior Loan Amount, which Amount has earlier been disbursed to the Participant under the Agency Prior Loan Agreement), as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust and the Affordability Restriction Notice have been recorded.

(b) **Evidence of Financing.** Participant shall have provided written proof acceptable to Agency that the Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1.1 hereof. In the event Participant obtains a loan or financing for the construction of the Development, such construction loan or financing for the Development shall be ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1.1, shall be immediately available for use in constructing the Improvements.

(c) **Allocation of 9% Tax Credits**. TCAC shall have issued a preliminary reservation of 9% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(d) **Title Insurance**. Participant shall have obtained at its expense and caused to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Amount) showing a lien position conforming to this Agreement.

(e) **Construction Contract.** Agency hereby approves Multi-Family Builders, Inc. as the Participant's general contractor. Upon award of the construction contract, Participant shall provide to the Agency a signed copy of a fixed-price contract or a not-to-exceed contract between the Participant and the general contractor for the construction of the Development, certified by the Participant to be a true and correct copy thereof, and Executive Director shall have approved such contractor, and the construction contract. The parties acknowledge that the principals of the contractor are or may be Related Parties to the Participant. However, nothing contained in this subsection (e) shall be deemed to create any responsibility or liability on the part of Agency for selection of the contractor(s) of for construction of the Improvements, the Participant being solely responsible for such activities.

(f) **Payment, Performance and Completion Bonds.** Participant shall have obtained payment bonds and performance and completion bonds for off-site improvements as may be required by City in connection with the development of the Site, in an amount and from a surety company reasonably acceptable to the Executive Director. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(g) **Confirmation by Lender Concerning Disbursements.** The Agency shall have received written confirmation from a reasonably acceptable construction lender that such lender agrees to cause the disbursement of funds consistent with Section 4.16 of this Agreement or that such construction lender acknowledges that the disbursement of the Agency Disbursement Amount will be accomplished by Agency in the manner described in Section 4.16 of this Agreement.

(h) **Participant Certification.** Agency shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate signed by an officer of Participant) to such effect.

(i) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(j) **Occupancy of Required Affordable Units**. The Required Affordable Units shall be occupied in accordance with this Agreement.

(k) **Representations and Warranties.** The representations and warranties of Participant contained in this Agreement shall be correct as of the request for disbursement of the Agency Disbursement Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate signed by an officer of Participant.

(l) **No Default.** No Event of Default by Participant shall have occurred under this Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under this Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in Section 3.1, or to Agency's obligations hereunder, are for Agency's benefit only and Executive Director may waive all or any part of such rights by written notice to Participant. If Executive Director shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, Agency may, upon ten (10) days' written notification, terminate this Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of Agency and is to be memorialized by written notice to the Participant stating that this Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

3.2 Agency Disbursement Amount. Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the Agency Disbursement Remaining Amount. Disbursement of the Agency Disbursement Remaining Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this Agreement. The Agency Prior Loan Amount was disbursed as a loan and the Agency Disbursement Remaining Amount is being disbursed as a loan, all of the Agency Disbursement Amount to be repaid from Residual Receipts as set forth in the Agency Note. The Agency Note shall be secured by the Agency Deed of Trust. The Agency Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to liens securing repayment of the Primary Construction Loan and the Primary Permanent Loan).

The City has waived the City Fee Amount effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with this Agreement.

3.3 Agency Note; Submittal of Audited Financial Statements. The Participant shall, prior to disbursement of any of the Agency Disbursement Amount by Agency, execute and deliver to Agency the Agency Note, and shall additionally execute and cause to be recorded as to the Site the Agency Deed of Trust and the Memorandum of Agreement. The Participant shall make all payments as provided under the Agency Note.

The Participant shall annually, at the time the Participant makes its Audited Financial Statement to tax credit investors or its lenders, but not later than June 15 as to the preceding calendar year, submit its Audited Financial Statement to the Agency. Such submittals shall continue until the Agency Note has been satisfied and the Agency Deed of Trust reconveyed.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 Scope of Development. The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

4.2 Design Review.

4.2.1 Participant Submissions. Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 City Review and Approval. The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 Revisions. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 Defects in Plans. The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

4.3 Time of Performance; Progress Reports. The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and

diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Construction. The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; excepting for the disbursement by Agency of the Agency Disbursement Amount by the Agency as provided herein. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

4.5 Insurance Requirements. Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by Agency, the following policies of insurance in form and substance reasonably satisfactory to Agency:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, earthquake (if required by third party lenders or tax credit investors), malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without 30 days prior written notice to Agency. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to Agency, showing Agency as an additional insured and loss payee. Agency shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which Agency has not previously consented in writing. Certificates of

insurance for the above policies (and/or original policies, if required by Agency) shall be delivered to Agency from time to time within 10 days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to Agency evidence of renewal or replacement of such policy reasonably satisfactory to the Executive Director.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Five Thousand Dollars ($5,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

4.5.2 Waiver of Subrogation. Participant hereby waives all rights to recover against Agency (or any officer, employee, agent or representative of Agency) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, and Participant shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Participant, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Participant will be entitled to all insurance proceeds after paying to Agency from such proceeds an amount equal to any assistance expended by Agency but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the Agency may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.7 Indemnity. Participant shall defend (by counsel satisfactory to Agency), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees

(collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the Agency Disbursement Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; or (v) the ownership, occupancy or use of the Site. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the Agency with respect to the consequences of any act of gross negligence or willful misconduct of the Agency. Participant's obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs.

The Participant shall reimburse the Agency immediately upon written demand for all costs reasonably incurred by the Agency (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Agency) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the Agency's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the Agency is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the Agency, provided that Agency gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs.

The Participant shall indemnify the Agency from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the Agency harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the

environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the Agency shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

4.8 **Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8.

4.9 **Compliance With Laws.** Participant shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Participant, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Although the Participant has informed the Agency and the parties believe that the Prevailing Wage Law is not applicable herein the only funds being provided by the Agency hereunder are from the Agency's Low and Moderate Income Housing Fund and thus under the exceptions set forth in Labor Code Section 1720(c)(4), Participant shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Participant hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon

Participant's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Participant shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.7 of this Agreement, Participant shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Participant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Participant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Participant.

4.10 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

4.12 Liens and Stop Notices. Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

(c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion. Promptly after completion of the Improvements in conformity with this Agreement, Agency shall furnish the Participant with a Certificate of Completion substantially in the form of Attachment No. 8. Agency shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Certificate of Completion. If Agency refuses or fails to furnish a Certificate of Completion after written request from Participant, Agency shall, within fifteen (15) days of receipt of written request therefor, provide Participant with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the actions Participant must take to obtain the Certificate of Completion. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4.14 Further Assurances. Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Agency all documents, and take all actions, reasonably required by Agency from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.15 Financing of the Improvements.

4.15.1 Approval of Financing. As required herein and as an Agency Condition Precedent to the disbursement of the Agency Disbursement Remaining Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement ("Proof of Financing Commitments").

The Agency shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, and are otherwise reasonable and customary. Such consent may be included in an "Inter-Creditor Agreement" in connection with which the Agency will agree to subordinate, for the benefit of such lender, the obligation to pay Residual Receipts Note Payments in the event such lender should acquire the Participant's interest in the Site upon foreclosure by such lender. The failure or refusal by the Agency to approve financing that does not satisfy the foregoing criteria shall conclusively be deemed to be reasonable. If Agency

shall disapprove any such evidence of financing, Agency shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to Agency new evidence of financing. Agency shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to Agency. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development.

The Participant understands and agrees that Participant and/or one or more of the Principals of Participant may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the Agency as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

It is contemplated and Participant proposes that financing will be provided, in part, utilizing 9% Tax Credits. In the event Participant, despite diligent efforts to obtain a preliminary allocation of 9% Tax Credits, fails to achieve such allocation, the Agency will consider in good faith, but without further or other obligation, financing which includes no Agency assistance other than as set forth herein, but which may utilize 4% low income tax credits and Bonds. In such event, the following shall apply: an issue of multifamily conduit revenue bonds ("Bonds") may be considered in connection with the financing of the Development. The Participant agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is

required in connection with the issuance of Bonds, and the Participant and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Participant in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Participant directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Bond Counsel and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

4.15.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the Agency's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the Executive Director prior to the Date of this Agreement and which set forth such costs, unless the written approval of the Executive Director is first obtained. The Participant shall notify the Agency in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, Agency agrees to subordinate the Agency Deed of Trust, and to the extent provided in Section 4.15.7, the Agency CC&Rs and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the Agency to cure. The Agency authorizes the Executive Director to execute such instruments on behalf of the Agency without necessity of further action by the governing board of the Agency.

4.15.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor

shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the Agency may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this Agreement, the Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of this Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

4.15.5 Failure of Holder to Complete Improvements. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from Agency of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an Inter-Creditor Agreement, and in addition shall supplement and not limit the Agency's rights under the Agency Participant CC&Rs or by operation of law.

4.15.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the Agency in curing such default.

In addition, the Participant, the Primary Construction Lender and the Primary Permanent Lender shall agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the Agency and the Agency shall have not less than sixty (60) days following receipt by Agency of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under the Agreement.

4.15.7 Limited Subordination of Covenants. It is contemplated that financing for the Development will be provided from funds of the Participant, the Agency Disbursement Amount, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank, Farmers and Merchants Bank of Long Beach and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the Agency agrees to the subordination of the Agency Deed of Trust and those provisions of the Agency Participant CC&Rs that limit rents to affordable rents and limit occupants to households

of specified incomes on the basis set forth in this Section 4.15.7. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in the Inter-Creditor and Subordination Agreement (and specifically the rights of the Agency to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing the Primary Construction Loan or the Primary Permanent Loan, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs will no longer be applicable.

4.16 Mechanics of Disbursement of Agency Disbursement Remaining Amount.

4.16.1 Provided that the Conditions Precedent to Disbursement have first been satisfied, the Agency shall make available to the Participant the Agency Disbursement Remaining Amount at Stabilized Occupancy.

4.16.2 The Agency shall have no obligation to disburse any portion of the Agency Disbursement Remaining Amount unless and until all of the Conditions Precedent to Disbursement are first satisfied and the Closing has taken place.

4.16.3 Neither the Agency nor the City shall provide any assistance pursuant to this Agreement other than the disbursement by Agency of the Agency Disbursement Remaining Amount on the terms and conditions set forth in this Agreement. Excepting only for the Agency Disbursement Remaining Amount, the Participant assumes all responsibility for any and all costs to develop the Development. All amounts disbursed by the Agency to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.4 The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

4.17 Establishment and Maintenance of Accounts. Prior to disbursement of the Agency Disbursement Remaining Amount, Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve.

The Participant shall provide to Agency, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Audited Financial

Statement. The report shall be delivered by Participant to Agency on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the Agency, to the computation and verification of the all payments due by Participant under this Agreement (including without limitation under the Agency Note and the Agency CC&Rs), including without limitation a certified financial audit for the Participant each Year until the Agency Note has been fully satisfied; if the Agency has reasonable cause to believe there has been an under-reporting, or otherwise at the Agency's discretion, the Agency may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the Agency and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the Agency. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to Agency for the corresponding year, the Participant shall reimburse the Agency for the cost of the audit).

5. COVENANTS AND RESTRICTIONS.

5.1 Use Covenants. Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

5.2 Affordable Housing Requirements.

5.2.1 Number of Affordable Units. Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent in conformity with the Prescribed Rent Levels and Tenant Mix. An example of the calculation of Affordable Rent for the Housing Units is attached hereto as Attachment No. 5 and incorporated herein. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect.

5.2.2 Duration of Affordability Requirements. The Required Affordable Units shall be maintained as rental units available at and rented to Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

5.2.3 Selection of Tenants. Participant shall be responsible for the selection of tenants for the Required Affordable Units in compliance with the criteria set forth in Section 5.3 of

this Agreement and consistent with the Prescribed Rent levels and Tenant Mix. To the greatest extent legally allowable, preference will be afforded residents of the City and their relatives. No Units shall be restricted on the basis of age.

5.2.4 Income of Tenants. Each tenant shall be a Extremely Low Income Household, Very Low Income Household, Lower Income Household or Moderate Income Household (as prescribed in accordance with the Prescribed Rent Levels and Tenant Mix) which meets the eligibility requirements established for the corresponding Required Affordable Unit, and Participant shall obtain a certification from each tenant renting or leasing each housing unit which substantiates such fact. Participant shall verify the income certification of each tenant as set forth in Section 5.3 hereof. Prior to the first rental of a Unit, and in addition upon request therefor by Agency, the Participant shall submit to Agency or its designee, at Participant's expense, a completed income computation and certification form, in a form to be provided by Agency.

5.2.5 Determination of Affordable Rent for the Housing Units. Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided herein: the maximum monthly rental amount for the Required Affordable Units to be rented to:

(a) Extremely Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(b) Very Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(c) Lower Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (60%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement; and

(d) For households required to have incomes of not to exceed forty percent (40%) of Median Income for the Area (but which may have incomes of greater than thirty percent of Median Income), incomes shall be based upon one-twelfth ($1/12^{th}$) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate for the unit, or if lower, the lesser of (i) the maximum rent for such unit as determined under the Regulatory Agreement, or (ii) the maximum rent for such unit as determined by TCAC;

(e) For households required to have incomes of not to exceed forty-five percent (45%) of Median Income for the Area (but which may have incomes of greater than thirty percent of Median Income), incomes shall be based upon one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate for the unit, or if lower, the lesser of (i) the maximum rent for such unit as determined under the Regulatory Agreement, or (ii) the maximum rent for such unit as determined by TCAC

(f) Moderate Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of Median Income for the Area for a

household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement.

"Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes so providing are applicable, two persons for each one bedroom unit and three persons for each two bedroom unit; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health & Safety Code Section 50052.5(h). Actual rent charged may be less than such maximum rent.

Notwithstanding the foregoing portion of this Section 5.2.5, the Participant agrees that rents shall not exceed the Prescribed Rent Levels. Participant acknowledges that such Prescribed Rent Levels will further diminish rents from the Development.

5.2.6 Relationship to Tax Credit Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as a requirement of the allocation of tax credits (the "Tax Credit Regulatory Agreement") is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement shall control and the Participant's compliance with the more restrictive requirements thereof shall not be a default hereunder.

5.3 Verifications.

5.3.1 Income Verification. Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely Required Affordable Units.

5.3.2 Annual Reports. Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records for all Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2012 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Audited Financial Statement (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Affordable Housing Project ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, all certified by the Audited Financial Statement. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note.

5.4 Maintenance of Site. Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

5.5 Nondiscrimination Covenants. Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof. The foregoing covenants shall run with the land.

Participant shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. Agency shall have the right, if the Agreement or any covenants in any agreement pursuant to this Agreement, including without limitation the Agency Participant CC&Rs, are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and such covenants may be entitled.

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES.

As a material inducement to Agency to enter into this Agreement, Participant represents and warrants to Agency that:

6.1 Formation, Qualification and Compliance. Participant (a) is a California limited partnership validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the

Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the Agency in this Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the Agency in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

6.2 **Execution and Performance of Project Documents**. Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

6.3 **Covenant Not to Transfer Except in Conformity**. Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the Executive Director, which consent may be granted or refused in the Executive Director's sole and absolute discretion; except Agency shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit period. Any sale, lease, transfer or conveyance without such consent shall, at Agency's option, be void. A change in ownership of the Participant resulting in the entities executing this Agreement on behalf of Participant retaining less than fifty-one percent (51%) ownership of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the Required Affordable Units to Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households to afford the community a long-term, quality affordable housing resource.

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 **Default Remedies**. Subject to the extensions of time set forth in Section 7.10 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this Agreement, and without limiting or affecting rights of parties hereto to terminate this Agreement, the

claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 **Institution of Legal Actions**. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

7.3 **Termination by the Participant**. The Participant shall have no right to terminate this Agreement.

7.4 **Termination by Agency**. In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2011):

7.4.1 Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this Agreement;

7.4.2 Any Condition Precedent to Disbursement has not been fulfilled;

7.4.3 Participant fails to execute the Agency Participant CC&Rs or the Memorandum of Agreement;

7.4.4 The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

7.4.5 Participant is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this Agreement by Agency to the Participant and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

7.5 **Acceptance of Service of Process**. In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.9 Modification of Agency Participant CC&Rs. In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs set forth as Attachment No. 9 hereto, then, from time to time upon receipt of request therefor from the Executive Director, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs; such request(s) by the Executive Director can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs have been recorded.

7.10 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Participant. The Agency Executive Director shall have the authority to approve extensions on behalf of Agency to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Owner to provide the Owner/Agency Indemnity or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

7.11 Limitation Upon Transfer. The qualifications and identity of the Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into this Agreement with the Participant. For the period commencing upon the date of this Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to Occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

Notwithstanding the foregoing, and once the Project has achieved stabilized occupancy (as determined by the Executive Director), the Participant may sell or re-finance its interests provided it (i) notifies Agency of its intentions, (ii) identifies the party or parties that it intends to sell the Project to or re-finance its interests with, and (iii) describes in sufficient detail the major business points of the intended transaction, and (iv) the transferee agrees, in writing acceptable to the Agency, to be bound by and comply with each of the Tax Credit Regulatory Agreement and the Agency Participant CC&Rs.

7.11.1 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Agency shall not unreasonably withhold its approval of an assignment of this Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; and (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate.

In the event of a proposed assignment by Participant under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant the Obligations of this Agreement.

7.11.2 Agency Consideration of Requested Transfer. Agency agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Housing Units in conformity with this Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to Agency requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by Agency. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the Agency to receive compensation (in connection with such transfer to tax credit investors). Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which Agency reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the Agency pursuant to this Agreement, the Participant shall remain liable for performance pursuant to this Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting

approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require Agency/Executive Director approval, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to Agency such further information as may be reasonably requested.

7.11.3 **Successors and Assigns**. All of the terms, covenants and conditions of this Agreement shall be binding upon the Participant and its permitted successors arid assigns. Whenever the term "Participant" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

7.11.4 **Assignment by Agency**. Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Participant.

7.12 **Non-Liability of Officials and Employees of Agency**. No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

7.13 **Relationship Between Agency and Participant**. It is hereby acknowledged that the relationship among the Agency and Participant is not that of a partnership or joint venture and that Agency and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

7.14 **Agency and City Approvals and Actions**. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director is authorized to act on behalf of the Agency unless specifically provided otherwise or the law otherwise requires. When a reference is made herein to an action or approval to be undertaken by the City the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

7.15 **Real Estate Brokers**. Agency and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.16 **Attorneys' Fees**. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8. MISCELLANEOUS

8.1 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of Agency to Participant, or any other claim by Participant against Agency, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

8.2 Notices. All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant:
MV Rancho Dorado Limited Partnership
P.O. Box 3958
Palm Desert, California 92261
Telephone: (760) 568-1048
Fax: (760) 832-2932

with copy (the mailing of which shall not constitute notice to Participant) to:
Goldfarb & Lipman LLP
Attention: Robert C. Mills
1300 Clay Street, 9th Floor
Oakland, CA 94612
Telephone: (510) 836-6336
Fax: (510) 836-1035

If to Agency:
Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Executive Director

with copy (the mailing of which shall not constitute notice to Agency) to:
Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone: (949) 725-4167
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that

nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.3 Survival of Representations and Warranties. All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency notwithstanding any investigation made by Agency.

8.4 No Third Parties Benefited Except for City. This Agreement is made for the purpose of setting forth rights and obligations of Participant and Agency, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this Agreement.

8.5 Binding Effect; Assignment of Obligations. This Agreement shall bind, and shall inure to the benefit of, Participant and Agency and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole and absolute discretion. Any such assignment without such consent shall, at Agency's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units in conformity with this Agreement.

8.6 Counterparts. Provided that the written approval of the Executive Director is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.7 Prior Agreements; Amendments; Consents. This Agreement (together with the other Project Documents) contains the entire agreement between Agency and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters, including without limitation the Agency Prior Loan Agreement, are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 41 and Attachments 1 through 15, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the Agency and the Participant.

8.8 Governing Law. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Participant irrevocably and

unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as Agency may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Participant also waives any objection regarding personal or in rem jurisdiction or venue.

8.9 **Severability of Provisions.** No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all pro-visions of the Project Documents are hereby declared to be severable.

8.10 **Headings.** Article and Section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.11 **Conflicts.** In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.12 **Time of the Essence.** Time is of the essence of all of the Project Documents.

8.13 **Conflict of Interest.** No member, official or employee of Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.14 **Warranty Against Payment of Consideration.** Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

8.15 **Nonliability of Agency Officials and Employees.** No member, official or employee of Agency shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Participant or successor, or on any obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

PARTICIPANT:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

Approved as to form:

_____
STRADLING YOCCA CARLSON & RAUTH,
a Professional Corporation
By: Mark J. Huebsch

ATTACHMENT NO. 1

SITE MAP

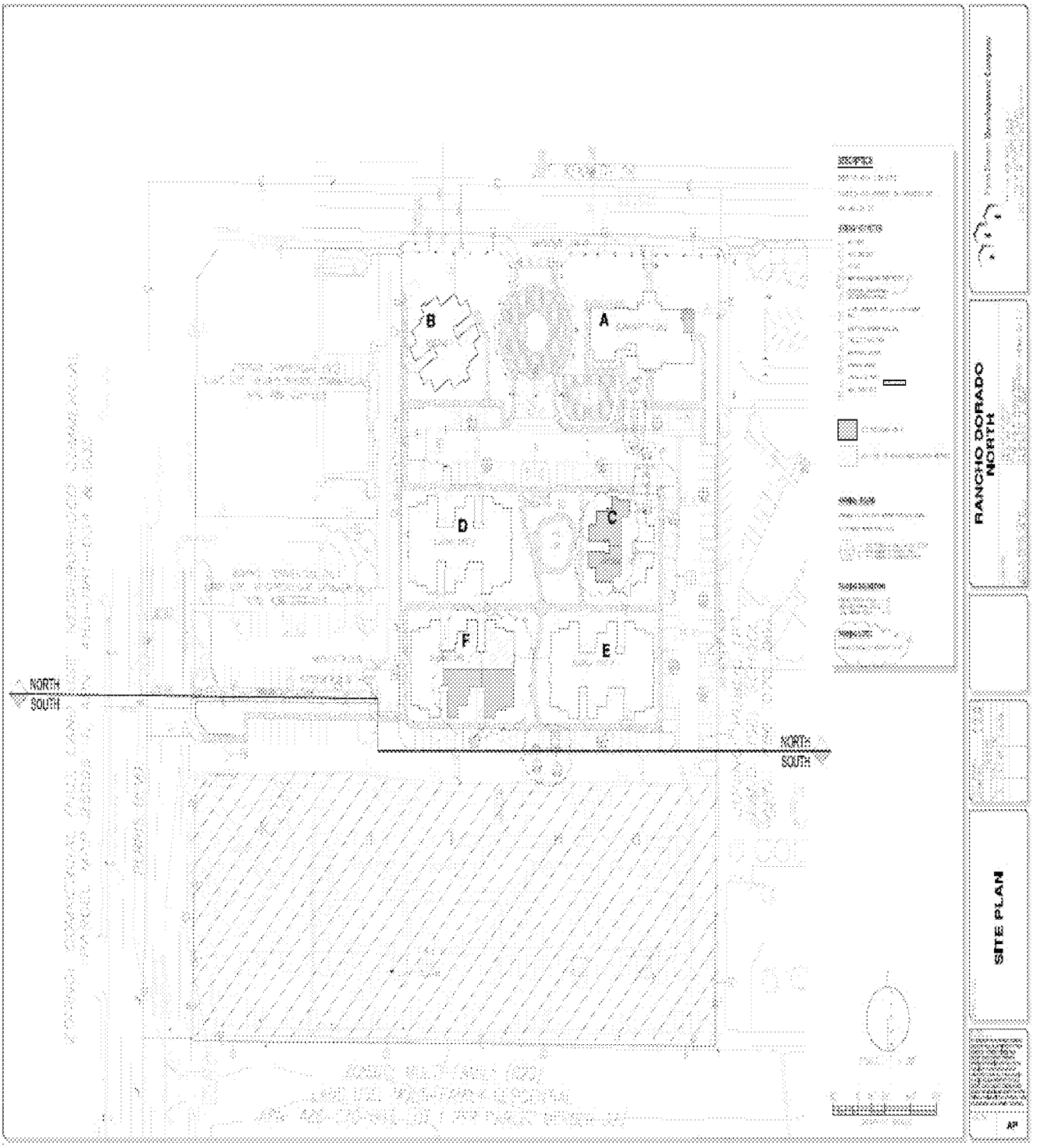
A
B
C
D
E
F
NORTH
SOUTH
NORTH
SOUTH
RANCHO DORADO NORTH
SITE PLAN

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is March 8, 2011. The Executive Director may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Participant shall be performed.

1. Satisfaction of Conditions Precedent to Disbursement of Agency Disbursement Remaining Amount. Participant shall satisfy the Conditions Precedent to Disbursement of Agency Disbursement Remaining Amount.	Not later than the Closing Deadline.
2. Recording. The Agency CC&Rs, and Memorandum of Agreement are recorded.	On or before the Closing Deadline.
3. TCAC Approval. The Participant shall have obtained a preliminary reservation of tax credits by TCAC.	On or before September 30, 2011.
4. Commencement of Construction. The Participant shall have commenced construction of the Improvements.	On or before December 30, 2011.
5. Completion of Construction. Participant shall complete construction of the Improvements.	Within fourteen (14) months after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction.
6. Rental Units Occupied. Participant causes the Required Affordable Units to be occupied using the Prescribed Rent Levels in conformity with the Agreement.	Within one hundred (100) days after the earlier of (i) completion of construction or (ii) the time established for completion of construction in this Schedule of Performance.

ATTACHMENT NO. 4

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TO: Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

The undersigned,_____, being duly authorized to execute this Certificate of Continuing Program Compliance (this "Certificate") on behalf of MV Rancho Dorado Limited Partnership, a California limited partnership (the "Participant"), hereby represents and warrants that:

1. He has read and is thoroughly familiar with the provisions of the Affordable Housing Agreement (the "AHA") by and between the Agency and the Participant dated as of March 8, 2011, including without limitation the Agency Participant CC&Rs and other attachments thereto. Capitalized terms used herein shall have the same meaning as that set forth in the AHA; and

2. As of the date of this Certificate, the following number of completed residential units at the Site: (i) are currently occupied by Very Low Income Households at Affordable Rent; (ii) are currently occupied by Lower Income Households at Affordable Rent; (iii) are currently occupied by Moderate Income Households at Affordable Rent, or (iv) are currently vacant and being held available for occupancy by a Very Low Income Household, a Lower Income Household, or a Moderate Income Household and have been so held continuously since the date a Very Low Income Household, a Lower Income Household or Moderate Income Household vacated such unit:

Occupied at an Affordable Rent by:

Extremely Low Income Households (30%)	_____	# of Units, Nos.:
Very Low Income Households (40%)		# of Units, Nos.:
Very Low Income Households (45%)		# of Units, Nos.:
Very Low Income Households (50%)	_____	# of Units, Nos.:
Lower Income Households (60%)	_____	# of Units, Nos.:
Moderate Income Households (120%)	_____	# of Units, Nos.:

Vacant:

a. Held for occupancy by:

i.	Extremely Low Income Households (30%)	_____	# of Units, Nos.:
ii.	Very Low Income Households (40%)		# of Units, Nos.:
iii.	Very Low Income Households (45%)		# of Units, Nos.:
iv.	Very Low Income Households (50%)	_____	# of Units, Nos.:
v.	Lower Income Households (60%)	_____	# of Units, Nos.:
vi.	Moderate Income Households (120%)	_____	# of Units, Nos.:

b. Last occupied by:

i.	Extremely Low Income Households (30%)	_____	# of Units, Nos.:
ii.	Very Low Income Households (40%)		# of Units, Nos.:
iii.	Very Low Income Households (45%)		# of Units, Nos.:
iv.	Very Low Income Households (50%)	_____	# of Units, Nos.:
iii.	Lower Income Households (60%)	_____	# of Units, Nos.:
iv.	Moderate Income Households (120%)	_____	# of Units, Nos.:

3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than one hundred percent (100%) of the Required Affordable Units as completed units in the Project been occupied by, or been last occupied, or have been available for occupancy by Extremely Low Income Households (30%), Very Low Income Households (as described above), Lower Income Households (60%) or Moderate Income Households (120%) at an Affordable Rent.

4. The Participant is not in default under the terms of the Agreement, including without limitation the attachments thereto (such as the Agency Participant CC&Rs).

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

(PARTICIPANT)

ATTACHMENT NO. 5

CALCULATION OF AFFORDABLE RENTS

Riverside County
Affordable Rent Worksheet

(2009 Income Figures)

1. Income Eligibility[1]

The first step in determining eligibility for an affordable housing program is determining whether the family which will be purchasing or renting the housing unit meets the following income standards applicable to **Riverside** County, based upon the size of the family:

Income Level	*1 person household*	*2 person household*	*3 person household*	*4 person household*	*5 person household*	*6 person household*	*7 person household*	*8 person household*
Extremely Low	$14,000	$16,000	$18,000	$20,000	$21,600	$23,200	$24,800	$26,400
Very Low	$23,300	$26,650	$29,950	$33,300	$35,950	$38,650	$41,300	$43,950
Lower	$37,300	$42,650	$47,950	$53,300	$57,550	$61,850	$66,100	$70,350
Median	$45,150	$51,600	$58,050	$64,500	$69,650	$74,800	$80,000	$85,150
Moderate	$54,200	$61,900	$69,650	$77,400	$83,600	$89,800	$96,000	$102,150

2. Determining Affordable Rent

For **rental housing**, the second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts.

For **Extremely Low Income** Households:[2]

- renting a 0 bedroom unit, monthly rent may not exceed $**338.63**
- renting a **1 bedroom** unit, monthly rent may not exceed **$387.00**

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[1] Based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development ("HCD") by memorandum dated April 2, 2009 and which memorandum was posted to the HCD website. These median income numbers are revised annually.

[2] Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(1).

- renting a **2 bedroom** unit, monthly rent may not exceed **$435.38**
- renting a **3 bedroom** unit, monthly rent may not exceed **$483.75**
- renting a **4 bedroom** unit, monthly rent may not exceed **$522.38**
- renting a **5 bedroom** unit, monthly rent may not exceed **$561.00**

For **Very Low Income** Households:[3]

- renting a **0 bedroom** unit, monthly rent may not exceed **$564.38**
- renting a **1 bedroom** unit, monthly rent may not exceed **$645.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$725.63**
- renting a **3 bedroom** unit, monthly rent may not exceed **$806.25**
- renting a **4 bedroom** unit, monthly rent may not exceed **$870.63**
- renting a **5 bedroom** unit, monthly rent may not exceed **$935.00**

[3] Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(2).

For **Lower Income** Households:[4]

- renting a **0 bedroom** unit, monthly rent may not exceed **$677.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **$774.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$870.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **$967.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,044.75**
- renting a **5 bedroom** unit, monthly rent may not exceed **$1,122.00**

In addition, for any Lower Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household**:[5]

- **1 person households** whose income is between **$27,090 and $37,300**
- **2 person households** whose income is between **$30,960 and $42,650**
- **3 person households** whose income is between **$34,830 and $47,950**
- **4 person households** whose income is between **$38,700 and $53,300**
- **5 person households** whose income is between **$41,790 and $57,550**
- **6 person households** whose income is between **$44,880 and $61,850**
- **7 person households** whose income is between **$48,000 and $66,100**
- **8 person households** whose income is between **$51,090 and $70,350**

---

[4] Affordable Rent for Lower Income Households is the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(3).

[5] Health and Safety Code Section 50053 (b)(3).

For **Moderate Income** Households:[6]

- renting a **0 bedroom** unit, monthly rent may not exceed **$1,241.63**
- renting a **1 bedroom** unit, monthly rent may not exceed **$1,419.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$1,596.38**
- renting a **3 bedroom** unit, monthly rent may not exceed **$1,773.75**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,915.38**
- renting a **5 bedroom** unit, monthly rent may not exceed **$2,057.00**

In addition, for any Moderate Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household:**[7]

- **1 person households** whose income is between **$49,665 and $54,200**
- **2 person households** whose income is between **$56,760 and $61,900**
- **3 person households** whose income is between **$63,855 and $69,650**
- **4 person households** whose income is between **$70,950 and $77,400**
- **5 person households** whose income is between **$76,615 and $83,600**
- **6 person households** whose income is between **$82,280 and $89,800**
- **7 person households** whose income is between **$88,000 and $96,000**
- **8 person households** whose income is between **$93,665 and $102,150**

---

[6] Affordable Rent for Moderate Income Households is the product of 30 percent times 110 percent of area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(4).

[7] Health and Safety Code Section 50053 (b) (4).

For purposes of determining Affordable Rent, *"Rent"* is an average of estimated housing costs for the next twelve months. ***"Rent"*** includes the total of monthly payments for all of the following:[8]

- Use and occupancy of a housing unit and land and facilities associated therewith.
- Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.
- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

[8] 25 California Code of Regulations Section 6918.

ATTACHMENT NO. 6

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government Code § 6103.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 200___, in Book _____, Page _____, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: Executive Director.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
Executive Director

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 7

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Site Map and the Legal Description of the Site.

II. DEVELOPMENT

The Participant shall construct seventy-nine (79) housing units on the Site, together with all on-site and off-site features described in this Scope of Development (as presented to the City Council of the City on the Date of Agreement), including without limitation landscaping and all off-sites and improvements required under the City approvals for the Development, including zoning, general plan, environmental clearance and all conditions of approval thereunder. All such improvements collectively constitute the "Improvements."

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the Agency as of the Date of the Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures under those land use approvals obtained by the Participant prior to the Date of Agreement.

The Participant shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

A. General Requirements:

1. Vehicular Access. The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

2. Building Signs. Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

3. Screening. All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

4. Landscaping. The Participant shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming with the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. Utilities. All utilities on the Site provided to service the units rehabilitated or reconstructed by the Participant shall be underground at Participant's expense.

6. Building Design. Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

IV. DEMOLITION AND SOILS

The Participant assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Participant has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the Agency, the City, or their respective officers, agents and employees.

V. SPECIAL AMENITIES

The Participant shall undertake all improvements required by the City as a condition of development of the Site, as more particularly provided in the City approvals given for the Site.

ATTACHMENT NO. 8

CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	))))))))

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Certificate") is made by the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic (the "Agency"), in favor of **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership (the "Participant"), as of the date set forth below.

RECITALS

A. Agency and the Participant have entered into that certain Affordable Housing Agreement (the "AHA") dated as of March 8, 2011 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Site").

B. As referenced in Section 4.13 of the AHA, Agency is required to furnish the Participant or its successors with a Certificate of Completion upon completion of construction of the "Improvements" (as defined in Section 1.1 of the AHA), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the AHA.

C. Agency has conclusively determined that the construction and development of the Development has been satisfactorily completed.

NOW, THEREFORE, Agency hereby certifies as follows:

1. Agency does hereby certify that the Improvements to be constructed by the Participant has been fully and satisfactorily completed in full conformance with the AHA.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Participant's compliance with those covenants in the AHA that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the AHA (including without limitation the attachments thereto).

IN WITNESS WHEREOF, Agency has executed this Certificate of Completion this ___ day of _____, 201__.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A" TO ATTACHMENT NO. 8

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 9

AGENCY PARTICIPANT CC&RS

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
City of Moreno Valley	)
Redevelopment Agency	)
14177 Frederick Street	)
P.O. Box 88005	)
Moreno Valley, California 92552-0805	)
Attn: Executive Director	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REGULATORY AGREEMENT

These Covenants, Conditions and Restrictions, herein sometimes referred to as these "CC&Rs" or "Declaration" or "Regulatory Agreement" are made by the signatories hereto.

R E C I T A L S

WHEREAS, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic ("Agency"), the **City of Moreno Valley**, a municipal corporation ("City"), and **MV Rancho Dorado Limited Partnership,** a California limited partnership ("Participant") is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the "Declarants."

WHEREAS, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of March 8, 2011 (the "AHA") for the improvement and development of certain real property described in Exhibit "A" (to which these CC&Rs are attached) as the "Site," which AHA provides for the recordation of this Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

WHEREAS, this Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this Regulatory Agreement, the Participant holds title to the "Site" as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, the Agency and the City each of the Participant (as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration.

Section 1. "Affordable Housing Project" means an affordable housing project operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. "Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i),

above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. "Agency" means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 "Approved Housing Project" means all improvements as provided to be developed by Participant under the AHA. The Approved Housing Project must be completed in strict conformity with all specifications contained in or referred to in the AHA.

Section 5. "Area" means the area defined by HUD which includes and consists primarily of Riverside County.

Section 6. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 7. "Certificate" or "Certification" is defined in Section 3(a).

Section 8. "City" means and refers to the City of Moreno Valley, a municipal corporation.

Section 9. "City Code" means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 10. "Common Areas" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "County" means the County of Riverside.

Section 12. "Extremely Low Income Household" means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. "Extremely Low Income Unit" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Urban Development ("HUD") Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. "Lower Income Household" means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 16. "Low Income Unit" or "Lower Income Unit" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

Section 17. "Median Income for the Area" means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 18. "Moderate Income Household" means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 19. "Moderate Income Unit" means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 20. "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 21. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these "CC&Rs" or this "Declaration."

Section 22. "Rental Project" means the seventy-nine (79) unit residential rental development on the Site.

Section 23. "Required Affordable Unit" means each of seventy-eight (78) of the seventy-nine (79) dwelling units in the Rental Project, as rehabilitated or reconstructed under the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 24. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-six (56) years thereafter.

Section 25. "Site" means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 26. "Tax Credit Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 27. "Tax Credits" means 9% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 28. "Unit" means a dwelling unit on the Rental Project.

Section 29. "Very Low Income Households" means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 30. "Very Low Income Unit" means a Unit occupied at Affordable Rent by a Very Low Income Household.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. The Participant shall develop the Approved Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Rental Project shall at any time be utilized on a transient basis nor shall the Rental Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Required Covenant Period, not less than seventy-eight (78) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not

greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. Required Affordable Units shall be continuously occupied by or held available for occupancy by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at an Affordable Rent. All Affordable Units shall be rented at Affordable Rent. For this purpose, a tenant who qualifies as an Extremely Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Extremely Low Income Household. Moreover, a unit previously occupied by an Extremely Low Income Household, and then vacated shall be considered occupied by such Extremely Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

In the event recertification of an Extremely Low Income Household's annual income establishes that household's income to be higher than the Extremely Low Income limit, the Participant shall designate the next available unit and any necessary units thereafter as an Extremely Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Extremely Low Income Unit if it is held vacant and available for occupancy by an Extremely Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Extremely Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

In the event a household's income initially complies with the corresponding income restriction but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.. The Participant shall include in its rental agreements provisions which implement this requirement and limitation, and the Participant shall expressly inform prospective renters as to this limitation prior to the commencement of a tenancy.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six

(6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified hereinbelow, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household, a Very Low Income Household, a Lower Income Households or a Moderate Income Household as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are an Extremely Low Income Household, a Very Low Income Household, a Lower Income Household or a Moderate Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement or the Tax Credit Regulatory Agreement (whichever is more restrictive) shall control and the Participant's compliance therewith shall not be a default hereunder. As between this Regulatory Agreement and the Tax Credit Regulatory Agreement, the more restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

Section 3. Participant Verification and Program Compliance.

Income Verification and Certification. The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Rental Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally requires, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

Reporting Amounts. Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Rental Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Rental Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.)*. The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Rental Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

ARTICLE IV
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform

Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Rental Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Rental Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Rental Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private,

shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Rancho Dorado Limited Partnership, a California limited partnership, P.O. Box 3958, Palm Desert, California 92261 (with a copy to Goldfarb & Lipman LLP, Attention: Robert C. Mills, 1300 Clay Street, 9th Floor, Oakland, California 94612), and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

Dated: _____

ATTEST:

By: _____
Agency Secretary

CITY OF MORENO VALLEY,
a municipal corporation

Dated: _____

By: _____

City Manager

ATTEST:

By: _____
City Clerk

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

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(Title or description of attached document continued)

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(Additional information)

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- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 10

INCOME VERIFICATION

Part I -- General Information

1. Project Location: _____

2. Landlord's Name: _____

Part II -- Unit Information

3. Unit Number	4. Number of Bedrooms	5. Monthly Rent	6. Number of Occupants

Part III -- Affidavit of Tenant

I, _____, and I, _____, as applicants for rental of an Apartment Unit at the above-described location, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed thirty percent (30%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) exceeds fifty percent (50%) but **does not exceed sixty percent (60%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are

established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

D. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

E. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

1. Tenants qualifying as A and B, above, must complete the following:

Monthly Gross Income
(All Sources of Income of All Adult Household Members Must be Listed)

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: _____

Total x 12 _____ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation),

capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

2. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.

3. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).

4. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the Community Redevelopment Agency of the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

_____	_____
Date	Tenant
_____	_____
Date	Tenant

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley for persons of very low or low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley.

_____ _____
Signature Date

Please send to:

_____
_____
_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____
Signature Date

ATTACHMENT NO. 11

AGENCY NOTE

PROMISSORY NOTE

$8,250,000 _____, 2011

Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership ("Maker" or "Participant"), having its principal place of business at c/o Palm Desert Development Company, P.O. Box 3958, Palm Desert, California 92261, promises to pay to the order of **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Payee" or "Agency"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000), together with interest on the unpaid principal amount of this Promissory Note ("Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the Agency. This Note is being delivered pursuant to the Affordable Housing Agreement dated as of March 8, 2011, between Maker and Payee (the "AHA"). The loan evidenced by this Note shall be governed by such provisions of the AHA (including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the AHA.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2011 and continuing until the fifty-fifth (55th) anniversary of the Date of Agreement (the "Maturity Date") unless sooner satisfied.

Excepting for (i) defaults, (ii) events resulting in acceleration under this Agency Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this Agency Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this Agency Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

First, Residual Receipts shall be made available to pay accrued interest on the Participant's Fee (as defined in the AHA) at the rate of the Applicable Federal Rate ("AFR"), as of the date of this Agency Note, with such interest commencing to accrue upon the earlier of (i) the completion of the Improvements (in accordance with the AHA), or (ii) the time established in the Agreement for the completion of the Improvements.

Second, all Residual Receipts shall be available to pay the remaining principal of the Participant's Fee (as defined in the AHA), for purposes of this Agency Note.

Third, after the Participant's Fee and accrued interest thereon, (which shall be deemed to accrue at the AFR) have been paid in full, seventy-five percent (75%) of the Residual Receipts shall be paid to the Agency, and the remaining twenty-five percent (25%) shall be retained by the Participant. The Agency Disbursement Amount shall be deemed to bear interest at Interest Rate, and interest shall accrue from the Date of Agreement.

Notwithstanding any provision of this Agency Note to contrary effect, the Maker shall make payment in full to the Agency of the outstanding balance under this Agency Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the AHA, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Participant's Fee (and interest thereon as prescribed above).

6. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this

Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the AHA constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supercede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time if of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

7. Non-recourse. This Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

ATTACHMENT NO. 12

AGENCY DEED OF TRUST

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2011, between MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

c/o Palm Desert Development Company, P.O. Box 3958, Palm Desert, California 92261, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $8,250,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto, or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the Affordable Housing Agreement dated as of March 8, 2011 between Trustor and Beneficiary (the "AHA").

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

EXHIBIT "B"

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 200_, executed by MV Rancho **Dorado** Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT**. A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

   (a) A default under that certain Affordable Housing Agreement ("Agreement" or the "AHA") dated as of March 8, 2011, between Trustor and Beneficiary or any default under any Agency Note or Agency Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or

   (b) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agreement).

2. **DEFAULT - DEED OF TRUST**. A default under this Deed of Trust shall, at Beneficiary's option, as appropriate, constitute a default under the deeds of trust or other instruments referenced in Paragraph 1(a) through (b), inclusive (collectively the "Other Deeds of Trust"), of this Rider.

3. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

4. **DUE ON SALE OR ENCUMBRANCE**. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the

Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

5. **PRIORITY OF DEED OF TRUST**. This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender.

6. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE**. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Site then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Site so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

First American Title
TRUSTEE

ATTACHMENT NO. 13

MEMORANDUM OF AGREEMENT

Requested By and When Recorded Return To: **Community Redevelopment Agency of the City of Moreno Valley** 14177 Frederick Street Moreno Valley, California 92552-0805 Attention: Executive Director	This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT** ("Memorandum"), dated as of _____, 2011, is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic ("Agency") and MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement. Agency and Participant have executed an Affordable Housing Agreement (the "Agreement") dated as of March 8, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The Agreement is on file as a public record with the Agency at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

PARTICIPANT:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 14

PARTICIPANT CERTIFICATE

_____, 200_ (the "Date of Certificate")

Community Redevelopment Agency of the City of Moreno Valley
Attention: Executive Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and MV Rancho Dorado Limited Partnership, a California limited partnership (the "Participant"), dated as of March 8, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the Agency, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust and the Affordability Restriction Notice have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 9% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Agreement) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. The financing assumptions for the Improvements as set forth in the Financing Assumptions (Attachment No. 16 to the Agreement) have not changed, excepting as may be permitted under the Agreement and as heretofore approved in writing by the Agency.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remakes to Agency each and every representation and/or warranty made to Agency under the Agreement.

Participant executes this Participant Certificate for the benefit and protection of the Agency with full knowledge that the Agency is relying on this Participant Certificate in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate as of the date first written above.

PARTICIPANT

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

ATTACHMENT NO. 15

AFFORDABILITY RESTRICTION NOTICE

Recording Requested By: When Recorded Return To and Mail Tax Statements To: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF SITE (or "Notice of Affordability Restrictions") is executed as of March 8, 2011 and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property described in Exhibit "A" hereto ("Site"). The Community Redevelopment Agency of the City of Moreno Valley ("Agency") and MV RANCH DORADO LIMITED PARTNERSHIP, a California limited partnership ("Participant") have previously entered into an Affordable Housing Agreement dated as of March 8, 2011 (the "AHA").

1. The AHA provides for affordability restrictions and restrictions on the transfer of the Site, as more particularly set forth in the AHA. A copy of the AHA is on file with the Agency as a public record and is deemed incorporated herein. Reference is made to the AHA with regard to the complete text of the provisions of

such agreement which provides for affordability restrictions and restrictions on the transfer of the Site.

2. The AHA provides for the Participant to acquire the Site whereupon the Participant shall (a) construct 71 rental dwelling units at the Site and (b) rent a specified number of such dwelling units to households of limited income, paying an affordable rent; such restrictions are set forth at greater length in a document entitled the "Agency Participant CC&Rs," substantially in the form of Attachment No. 9 to the AHA, which has been entered into by and among the Agency, the City of Moreno Valley ("City"), and the Participant, and which is expected to be recorded substantially concurrently herewith among the official land records of the County of Riverside. The Agency Participant CC&Rs and the AHA are deemed to be incorporated herein by reference.

2.1 Article II, Section 1 of the Agency Participant CC&Rs provides as follows; where the terms "Declaration", "Regulatory Agreement" and "CC&Rs" are used in the quoted language below, such terms refer to the Agency Participant CC&Rs:

> "Uses. The Participant shall develop the Approved Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.
>
> "The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Rental Project shall at any time be utilized on a transient basis nor shall the Rental Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any

time be owned or used as a cooperative housing corporation or a stock cooperative."

2.2 Article II, Section 2 of the Agency Participant CC&Rs provides as follows:

"Affordable Housing.

"Number of Units. Throughout the Required Covenant Period, not less than seventy-eight (78) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to

households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. Required Affordable Units shall be continuously occupied by or held available for occupancy by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at an Affordable Rent. All Affordable Units shall be rented at Affordable Rent. For this purpose, a tenant who qualifies as an Extremely Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Extremely Low Income Household. Moreover, a unit previously occupied by an Extremely Low Income Household, and then vacated shall be considered occupied by such Extremely Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

"In the event recertification of an Extremely Low Income Household's annual income establishes that household's income to be higher than the Extremely Low Income limit, the Participant shall designate the next available unit and any necessary units thereafter as an Extremely Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Extremely Low Income Unit if it is held vacant and available for occupancy by an Extremely Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Extremely Low Income Household is

verified and the unit is rented at Affordable Rent. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

"In the event a household's income initially complies with the corresponding income restriction but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.. The Participant shall include in its rental agreements provisions which implement this requirement and limitation, and the Participant shall expressly inform prospective renters as to this limitation prior to the commencement of a tenancy.

"Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

"Selection of Tenants. As specified hereinbelow, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household, a Very Low Income Household, a Lower Income Households or a Moderate Income Household as more particularly provided herein. No Units shall be restricted on the basis of age.

"Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are an Extremely Low Income Household, a Very Low Income Household, a Lower Income Household or a Moderate Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

"The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

"Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

"Relationship to Tax Credit Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than

as provided in this Regulatory Agreement or the Tax Credit Regulatory Agreement (whichever is more restrictive) shall control and the Participant's compliance therewith shall not be a default hereunder. As between this Regulatory Agreement and the Tax Credit Regulatory Agreement, the more restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

"THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS."

3. The restrictions contained in the Agency Participant CC&Rs expire fifty-six (56) years following the date the Agency Participant CC&Rs is recorded. It is anticipated that the Agency Participant CC&Rs will be submitted for recordation contemporaneously with this Notice of Affordability Restrictions.

4. The commonly known address for the Site is _____ in the City of Moreno Valley.

The Site consists of all or a portion of the following parcels: _____; such numbers are subject to change.

5. The legal description for the Site is attached hereto as Exhibit A and is incorporated herein by reference.

6. The Agency Participant CC&Rs, which includes the affordability restrictions referenced above, is expected to be submitted for recordation in the

Office of the Riverside County Recorder contemporaneously with this Notice of Affordability Restrictions.

7. This Notice of Affordability Restrictions is intended merely to satisfy the requirements of Chapter 690. The AHA and the Agency Participant CC&Rs both remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

8. Capitalized terms shall have the meaning established under the AHA (including all Attachments thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

9. Persons having questions regarding this Notice of Affordability Restrictions, the AHA or the Attachments thereto (including the Agency Participant CC&Rs) should contact the Agency at its offices (14177 Frederick Street, Moreno Valley, or such other address as may be designated by the Agency from time to time).

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Henry T. Garcia, Executive Director

ATTEST:

By: _____
Jane Halstead Secretary

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Henry T. Garcia, Interim City Manager

ATTEST:

By: _____
Jane Halstead
City Clerk

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)
By:
Danavon L. Horn
Its: President

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

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MV00096327

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00096335

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and

its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. An Affordable Housing Agreement has been drafted to establish the terms and conditions of the Agency's conditions of financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the resolutions consenting to the approval of Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

2. Decline to adopt the resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-26
Attachment B – Resolution RDA No. 2011-05
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00096339

REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MV00096341

REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00096342

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

MV00096343

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

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STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

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Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

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1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

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and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

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California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

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Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

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CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00096369

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096371

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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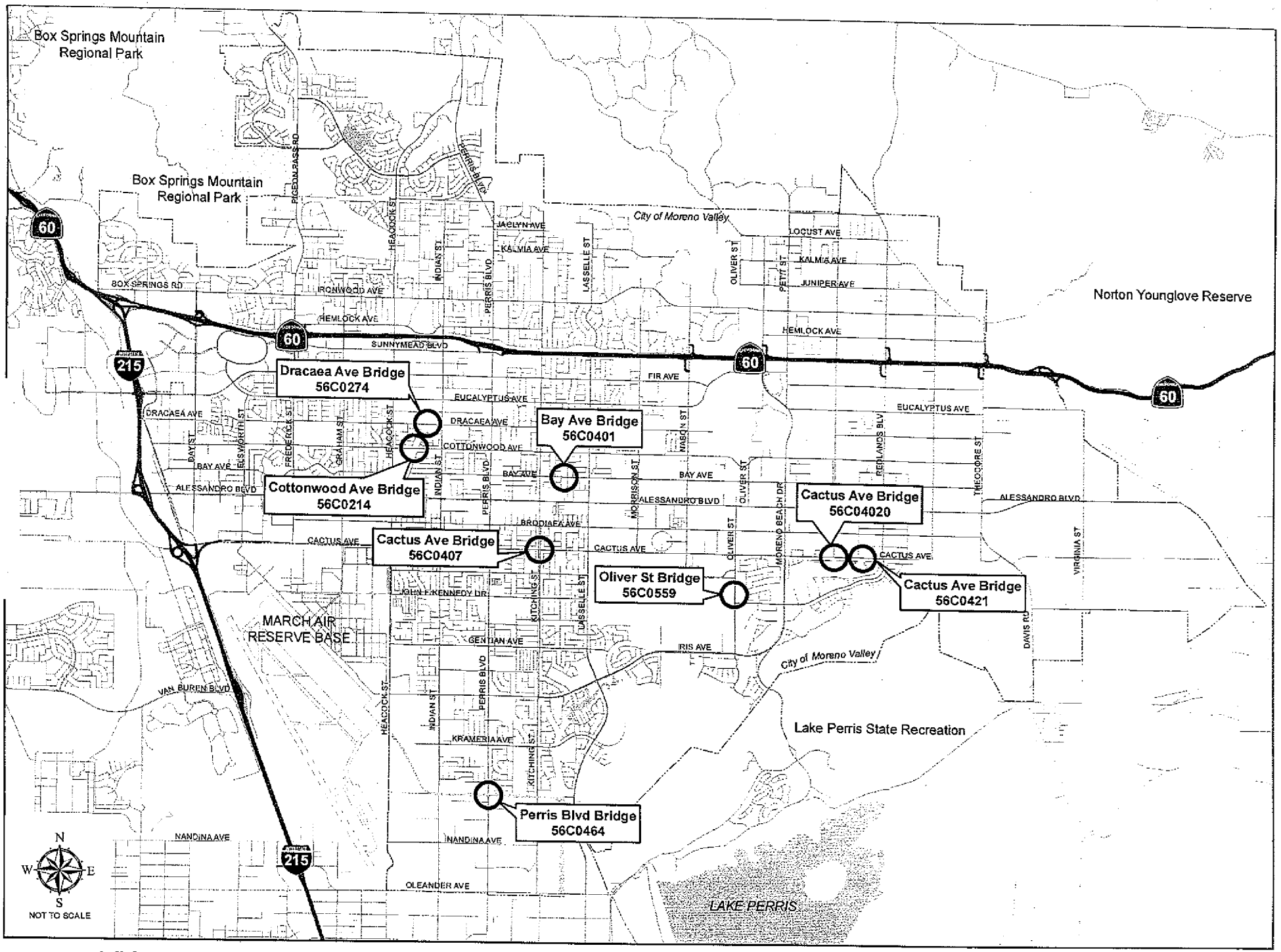

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00096377

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

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CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
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(Title)

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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

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CAPACITY CLAIMED BY THE SIGNER

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment “A” – Location Map
Attachment “B” – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\CC Reports\NOA 3-08-11\Staff Report - Notice of Award (CC 03-08-11).doc

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	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

MV00096398

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MV00096399

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\Specifications\2 Agreement - Local Street Resurfacing - Phase I.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00096406

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00096413

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096419

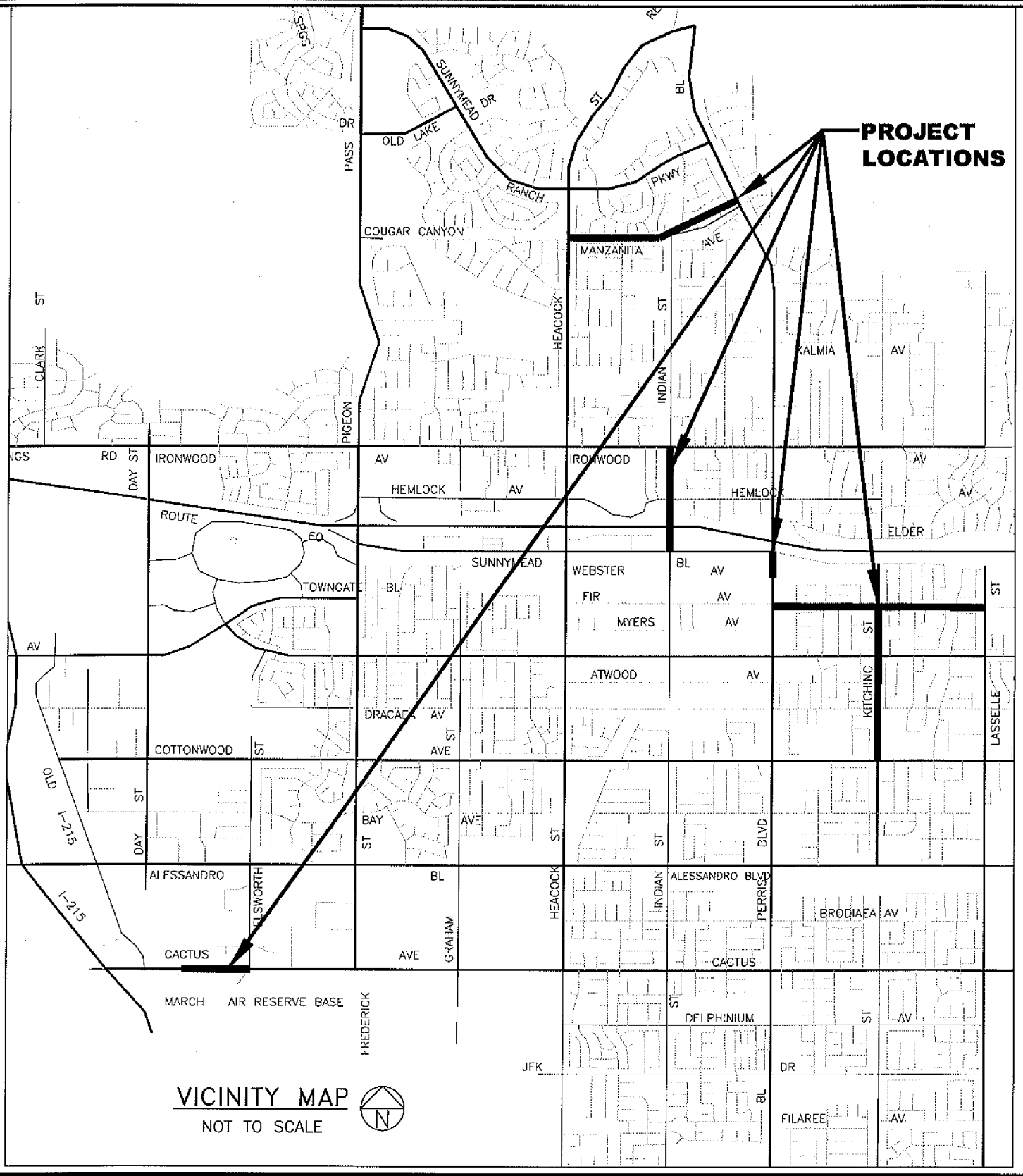

LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Item No. A.6

MV00096420

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MV00096421

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00096431

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
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Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

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- ☐ Individual(s)
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_____
(Title)

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00096435

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096441

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

.

Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00096465

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

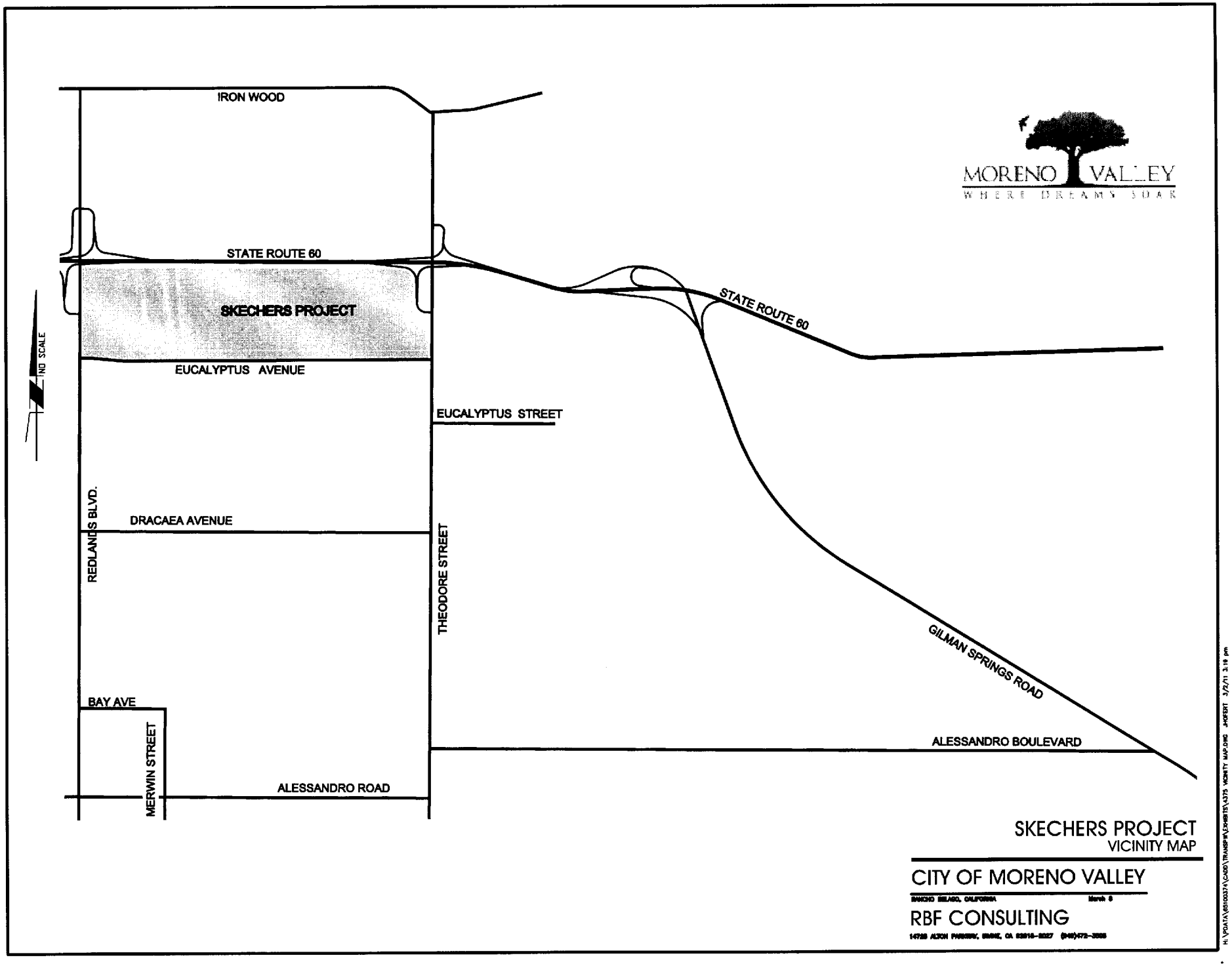
IRON WOOD
STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
EUCALYPTUS STREET
STATE ROUTE 60
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
MORENO VALLEY
WHERE DREAMS SOAR
SKECHERS PROJECT
VICINITY MAP
CITY OF MORENO VALLEY
RBF CONSULTING

EXHIBIT "A"

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MV00096471

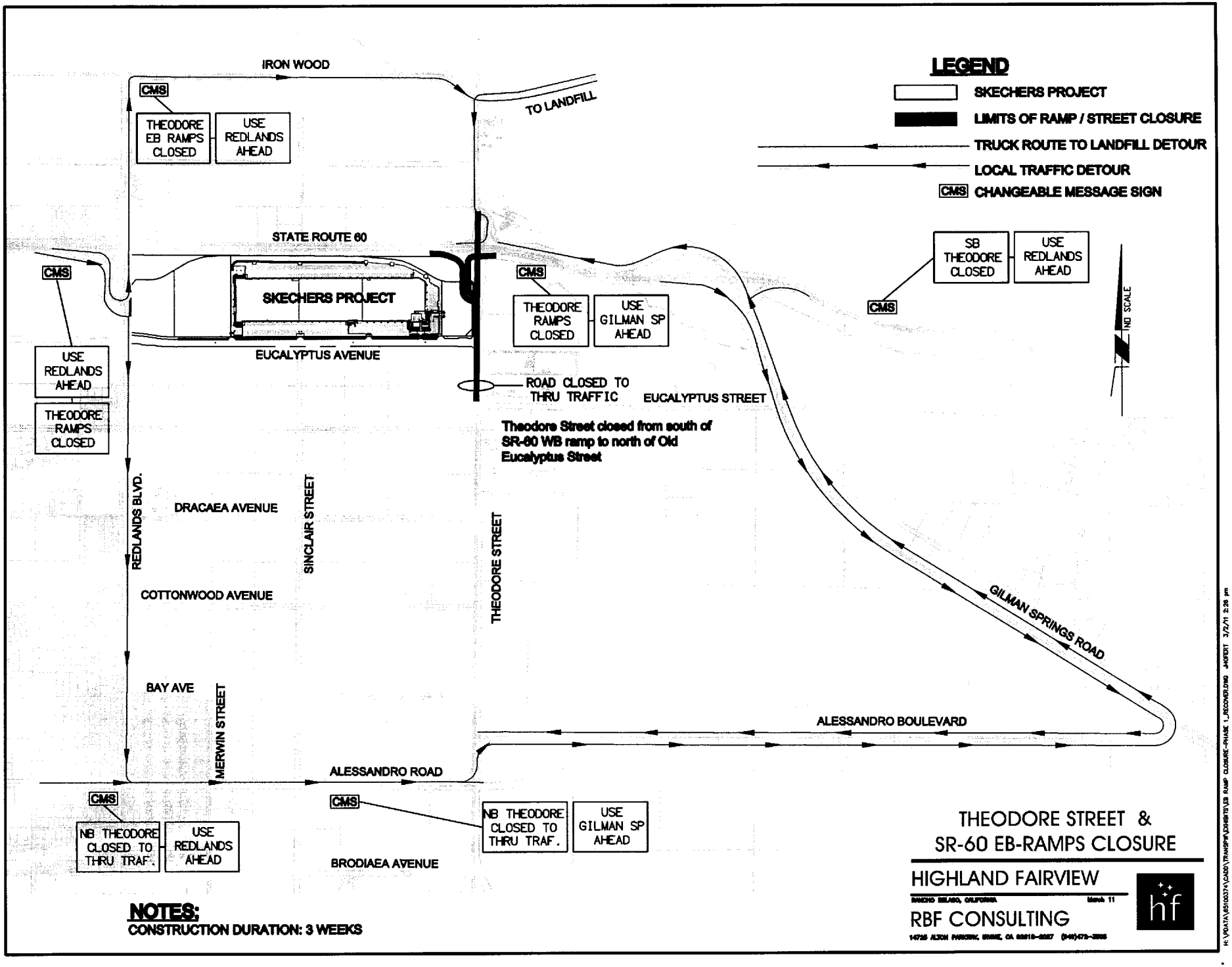

EXHIBIT "B"

Item No. A.8

MV00096472

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MV00096473

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

21317.00010\5864288.1

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

21317.00010\5864288.1

MV00096493

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00096495

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00096497

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

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MV00096499

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00096501

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00096503

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00096507

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00096525

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45
Section 8.02. Owners' Meetings 46
Section 8.03. Procedure for Amendment with Written Consent of Owners 47
Section 8.04. Disqualified Bonds 47
Section 8.05. Effect of Supplemental Agreement 47
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48
Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48
Section 9.02. Successor is Deemed Included in All References to Predecessor 48
Section 9.03. Discharge of Agreement 48
Section 9.04. Execution of Documents and Proof of Ownership by Owners 49
Section 9.05. Waiver of Personal Liability 50
Section 9.06. Notices to and Demands on City and Fiscal Agent 50
Section 9.07. Partial Invalidity 50
Section 9.08. Unclaimed Moneys 50
Section 9.09. Applicable Law 51
Section 9.10. Conflict with Act 51
Section 9.11. Conclusive Evidence of Regularity 51
Section 9.12. Payment on Business Day 51
Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

Best Best & Krieger LLP
San Diego, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds*[1]*	*Maximum Special Taxes from Developed Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from Developed Property**	*Maximum Special Taxes from all Taxable Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property**
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*
(1) Interest on the Bonds is capitalized through September 1, 2011.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	*380,279*
27	*329,314*
64	*185,130*
65	*197,762*
66	*382,457*
67	*1,430,946*
68	*381,586*
69	*1,061,557*
72	*255,697*
75	*383,328*
76	*333,234*
78	*292,288*
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	*480,467*
73	*122,839*
74	*111,949*
79	*59,677*
Total:	***774,932***

LEGEND

CFD Boundary

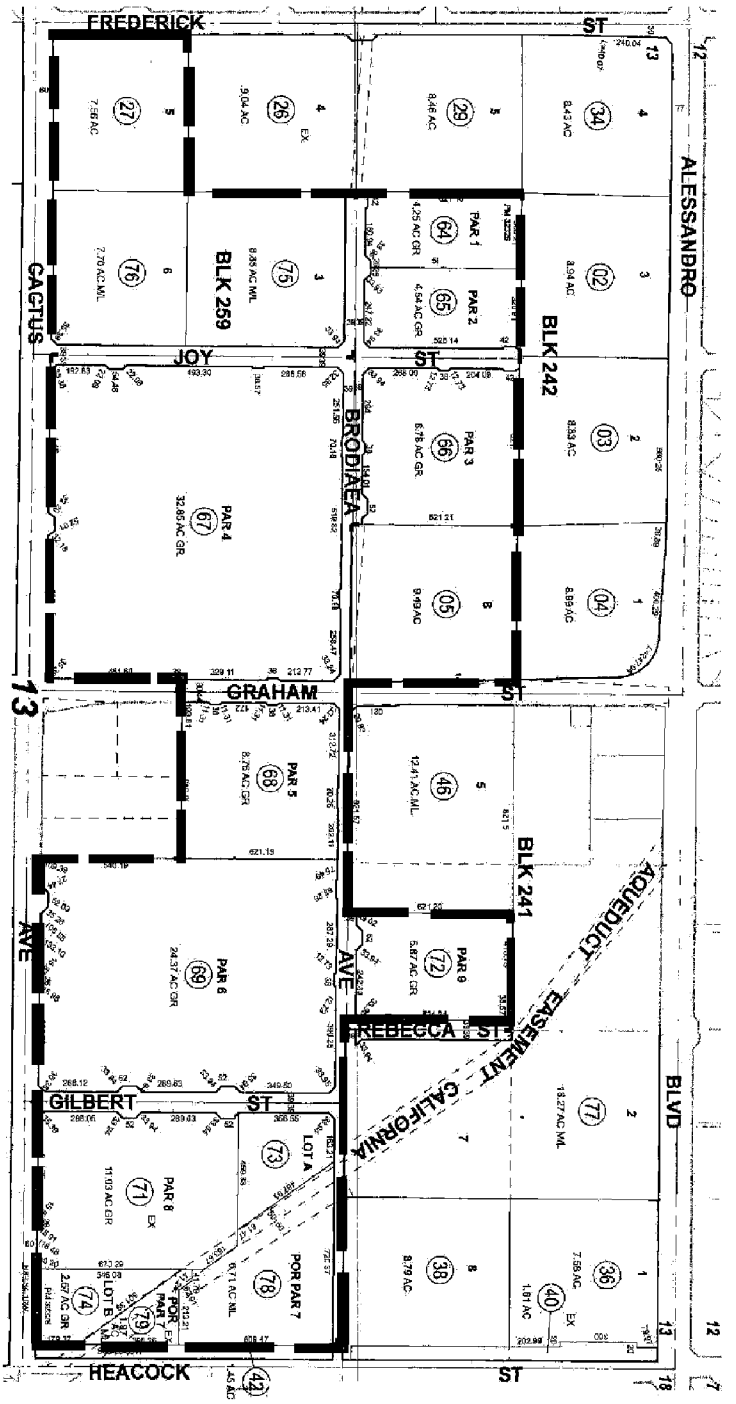

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00096707

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00096717

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE This e-mail message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or return e-mail, delete the message from your computer system, and return any hard copies to us at the following address via the U.S. Postal Service: Fieldman, Rolapp & Associates 19900 MacArthur Blvd., Suite 1100, Irvine CA 92612-2433

-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00096725

ATTACHMENT 7

-371-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST
MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00096726

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MV00096727

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096731

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00096735

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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MV00096739

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $136,320,765.

DISCUSSION

In consideration of the indebtedness in the amount of $136,320,765 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011-02

Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096743

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

RECITALS

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(4) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(5) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of _____ Dollars ($_____)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount in the amount of _____ ($_____) per day ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"

LIST OF PROPERTIES

EXHIBIT "B"

REPAYMENT SCHEDULE

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

MV00096757

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the Executive Director of the Moreno Valley Redevelopment Agency on behalf of the Agency Board pursuant to authority conferred by action of the Agency Board on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____

By: Henry T. Garcia
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.

2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-23
Attachment B – Resolution No. RDA 2011-03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096763

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" in that certain agreement entitled "Cooperative Agreement", submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or

construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 2. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

RESOLUTION RDA NO. 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" in that certain agreement entitled "Cooperative Agreement", submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or

construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 2. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and

(5) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency whether prior to or after the Date of Agreement, including without limitations public improvements.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of _____ Dollars ($_____)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount in the amount of _____ ($_____) per day ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount".

2. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

3. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

4. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the

Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

5. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

6. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Public Improvements, together with interest at the rate set forth in Section 7, hereof.

7. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the schedule of payments set forth as Exhibit "B" hereto (the "Schedule of Payments").

8. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

9. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

DESIGNATED PUBLIC IMPROVEMENTS

Account Number	*Category*	*Description*	*Estimated Amount*[1]
			$

[1] Amounts shown are estimated.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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MV00096779

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

1. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096783

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00096791

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: AGENCY MEMBERS:
NOES: AGENCY MEMBERS:
ABSENT: AGENCY MEMBERS:
ABSTAIN: AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

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MV00096799

AFFORDABLE HOUSING AGREEMENT

by and between the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

and

MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership

Attachment C

Table of Contents

Page

1. DEFINITIONS AND INTERPRETATION 2

1.1 Defined Terms 2
1.2 Singular and Plural Terms 10
1.3 References and Other Terms 10
1.4 Exhibits Incorporated 11
1.5 The Redevelopment Plan 11
1.6 Representations and Warranties of Participant 11

2. SITE CONTROL; PARTICIPANT PAYMENTS 12

2.1 Ownership of the Site; Obligation to Develop and Operate. 12
2.2 Participant Payments 13

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE 13

3.1 Agency's Conditions to Disbursement of the Agency Disbursement Amount 13
3.2 Agency Disbursement Amount 15
3.3 Agency Note; Submittal of Audited Financial Statements 15

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING 15

4.1 Scope of Development 15
4.2 Design Review. 16
4.3 Time of Performance; Progress Reports 16
4.4 Cost of Construction 17
4.5 Insurance Requirements 17
4.6 Obligation to Repair and Restore Damage Due to Casualty 18
4.7 Indemnity 18
4.8 Rights of Access 20
4.9 Compliance With Laws 20
4.10 Nondiscrimination in Employment 21
4.11 Taxes and Assessments 21
4.12 Liens and Stop Notices 21
4.13 Certificate of Completion 22
4.14 Further Assurances 22
4.15 Financing of the Improvements. 22
4.16 Mechanics of Disbursement of Agency Disbursement Remaining Amount. 27
4.17 Establishment and Maintenance of Accounts 27

5. COVENANTS AND RESTRICTIONS. 28

5.1 Use Covenants 28
5.2 Affordable Housing Requirements. 28
5.3 Verifications 30
5.4 Maintenance of Site 31
5.5 Nondiscrimination Covenants 31

Table of Contents
(continued)

Page

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction 32

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES. 32

6.1 Formation, Qualification and Compliance 32
6.2 Execution and Performance of Project Documents 33
6.3 Covenant Not to Transfer Except in Conformity 33

7. DEFAULTS, REMEDIES, AND TERMINATION. 33

7.1 Default Remedies 33
7.2 Institution of Legal Actions 34
7.3 Termination by the Participant 34
7.4 Termination by Agency 34
7.5 Acceptance of Service of Process 34
7.6 Rights and Remedies Are Cumulative 34
7.7 Inaction Not a Waiver of Default 35
7.8 Applicable Law 35
7.9 Modification of Agency Participant CC&Rs 35
7.10 Enforced Delay; Extension of Times of Performance 35
7.11 Limitation Upon Transfer 35
7.12 Non-Liability of Officials and Employees of Agency 37
7.13 Relationship Between Agency and Participant 37
7.14 Agency and City Approvals and Actions 37
7.15 Real Estate Brokers 37
7.16 Attorneys' Fees 37

8. MISCELLANEOUS 38

8.1 Obligations Unconditional and Independent 38
8.2 Notices 38
8.3 Survival of Representations and Warranties 39
8.4 No Third Parties Benefited Except for City 39
8.5 Binding Effect; Assignment of Obligations 39
8.6 Counterparts 39
8.7 Prior Agreements; Amendments; Consents 39
8.8 Governing Law 39
8.9 Severability of Provisions 40
8.10 Headings 40
8.11 Conflicts 40
8.12 Time of the Essence 40
8.13 Conflict of Interest 40
8.14 Warranty Against Payment of Consideration 40
8.15 Nonliability of Agency Officials and Employees 40

ATTACHMENTS

ATTACHMENT NO. 1	SITE MAP
ATTACHMENT NO. 2	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT NO. 3	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 4	CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
ATTACHMENT NO. 5	CALCULATION OF AFFORDABLE RENTS
ATTACHMENT NO. 6	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 7	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 8	CERTIFICATE OF COMPLETION
ATTACHMENT NO. 9	AGENCY PARTICIPANT CC&RS
ATTACHMENT NO. 10	INCOME VERIFICATION
ATTACHMENT NO. 11	AGENCY NOTE
ATTACHMENT NO. 12	AGENCY DEED OF TRUST
ATTACHMENT NO. 13	MEMORANDUM OF AGREEMENT
ATTACHMENT NO. 14	PARTICIPANT CERTIFICATE
ATTACHMENT NO. 15	AFFORDABILITY RESTRICTION NOTICE

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement"), dated, for identification purposes only, as of March 8, 2011, is entered into by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic ("Agency"), and **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership (the "Participant").

RECITALS

A. Agency is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

B. The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the "Project") was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the "Redevelopment Plan"). The redevelopment project area for the Redevelopment Plan as so amended constitutes the "Project Area."

C. The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the "Community Redevelopment Law"), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

D. The Participant is experienced in the development and operation of affordable multi-family housing in California.

E. Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the "Site") located in the City of Moreno Valley and within the Project Area of the Agency's Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-nine (79) dwelling units and related improvements for occupancy of a specified number of dwelling units to "Extremely Low Income Households," "Very Low Income Households," "Lower Income Households" and "Moderate Income Households," respectively, all at "Affordable Rent" and at the "Prescribed Rent Levels," as those terms are defined below. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

F. Participant has applied for and obtained an allocation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* ("9% Tax Credits").

G. The Participant has proposed to enter into this Agreement with the Agency under which the Participant shall develop seventy-nine (79) dwelling units and a designated number of those dwelling units to be rented at "Affordable Rent" and at the "Prescribed Rent Levels"

throughout the "Required Covenant Period" (as defined below). Those undertakings of the Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

H. Under this Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "Agency Deed of Trust" as defined below. The Participant will further provide to the Agency the "Agency Deed of Trust," to be recorded against the Site to secure payments under the Agency Note.

I. This Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affiliated Person**" means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Palm Desert Development Company, a California corporation, or (ii) Housing Corporation of America, a Utah nonprofit corporation.

"**Affordability Period**" means a period equal to the greater of: (i) fifty-six (56) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

"**Affordability Restriction Notice**" means Attachment No. 15 to this Agreement.

"**Affordable Rent**" means a cost not in excess of that which may be charged the applicable Eligible Person or Family pursuant to (i) Section 50053 of the California Health and Safety Code or those limitations established by TCAC, whichever is more restrictive in each case.

"**Agency**" means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

"**Agency Deed of Trust**" means Attachment No. 12 to this Agreement.

"**Agency Disbursement Amount**" means an amount equal to the sum of (a) the City Fee Amount and (b) the lesser of (i) the sum of One Hundred Five Thousand Seven Hundred Sixty-Nine Thousand Dollars and twenty-three cents ($105,769.23) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) apart from the City Fee Amount. The Agency Disbursement Amount is inclusive of the Agency Prior Loan Amount.

"**Agency Disbursement Remaining Amount**" means the Agency Disbursement Amount less the Agency Prior Loan Amount.

"**Agency Note**" means Attachment No. 11 to this Agreement.

"**Agency Participant CC&Rs**" or "**Regulatory Agreement**" means Attachment No. 9 to this Agreement.

"**Agency Prior Loan Agreement**" means that certain agreement between the Agency and the Participant hereunder, entitled "Loan Agreement", dated as of March 1, 2010; a copy of the Agency Prior Loan Agreement is on file with the Agency as a public record. In the event of conflict between the terms of the Agency Prior Loan Agreement and this Agreement, this Agreement shall control.

"**Agency Prior Loan Amount**" means the sum of One Million Five Hundred Thousand Dollars ($1,500,000.00); the Agency Prior Loan Amount was previously disbursed by the Agency to the Participant under the Agency Prior Loan Agreement.

"**Agreement**" is defined in the first paragraph hereof.

"**Applicable Interest Rate (Section 4.7)**" means the rate of ten percent (10%) simple per annum.

"**Application for Disbursement**" is defined in Section 4.16 hereof.

"**Approved Construction and/or Permanent Lender**" means one or more of: Farmers and Merchants Bank; California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

"**Area**" means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

"**Audited Financial Statement**" means an audited financial statement addressed to Agency, including without limitation a profit and loss statement, generated by the Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included.

"**Basic Concept Drawings**" is defined in Section 4.2.1 hereof.

"**Bond Counsel**" means Stradling Yocca Carlson & Rauth, a Professional Corporation, as the Agency's and/or City's bond counsel.

"**Bond Rules**" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Development by the Agency or the City.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**Calculation of Affordable Rents**" means Attachment No. 5 to this Agreement.

"**Capital Replacement Reserve**" means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

"**Certificate of Completion**" means Attachment No. 8 to this Agreement.

"**Certificate of Continuing Program Compliance**" means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the Agency, which Certificate shall be substantially in the form attached hereto as Attachment No. 4.

"**Chargeable Fees and Reserves**" means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

"**City**" means the City of Moreno Valley, California, a municipal corporation.

"City Covenants" means the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development, which is to be recorded against the Site in a first, senior, and non-subordinate position. A copy of the City Covenants is on file in draft form with the City's Community Development Department.

"City Fee Amount" means fees in the amount of $1,022,400 in connection with the development of the Improvements, and does not include amounts collected by the City on behalf of other entities, such as school fees.

"**Closing**" means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the Primary Construction Loan and the Agency Participant CC&Rs.

"**Closing Deadline**" means September 30, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

"**Conditions Precedent to Disbursement of Agency Disbursement Amount**" are set forth in Section 3.1.

"**County**" means the County of Riverside, California.

"**Date of Agreement**" means March 8, 2011.

"**Debt Service**" means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

"**Default**" is defined in Section 7.1 hereof.

"**Deferred Participant Fee Portion"** means that portion of the Participant's Fee approved by TCAC which the Participant is to collect from Residual Receipts.

"**Development**" means the new apartment complex and associated improvements as required by this Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs and the Tax Credit Regulatory Agreement.

"**Escrow Holder**" means the holder of the Escrow for the recordation of the Agency Participant CC&Rs, which shall be First American Title or another escrow holder mutually acceptable to the Agency and the Participant.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the Agency or his designee or delegate.

"**Extremely Low Income Households**" means households earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

"**Financing Assumptions"** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under this Agreement and do not otherwise constitute a part of this Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this Agreement.

"**Gross Revenues**" means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with this Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the

California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

"**Housing Rent**" means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

"**Improvements**" means all of the improvements described in the Scope of Development.

"**Income Verification**" means Attachment No. 10 to this Agreement.

"**Legal Description of the Site**" means Attachment No. 2 to this Agreement.

"**Low Income Households" or "Lower Income Households**" means households earning not greater than sixty percent (60%) of Median Income.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

"**Maturity Date**" means the fifty-fifth (55th) anniversary of the Date of Agreement (namely, March 2, 2066).

"**Median Income**" means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Agreement**" means a memorandum of agreement in the form of Attachment No. 13 to this Agreement.

"**Moderate Income Households**" means households earning not greater than one hundred twenty percent (120%) of Median Income pursuant to Health and Safety Code Section 50093.

"**Moderate Income Unit**" means a Unit occupied at Affordable Rent by a Moderate Income Household.

"**Net Collections**" means Net Operating Income less Debt Service.

"**Net Operating Income**" means Gross Revenues, less Operating Expenses.

"**Nonprofit Services Fee**" means a fee paid by Participant to a nonprofit corporation for services in connection with operating the Development; the Nonprofit Services Fee shall in no event exceed the amount(s) established therefor in the Financing Assumptions.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development's site management staff; a management fee ("Management Fee") (excluding any on-site management personnel) of not to exceed five percent (5%) of Gross Revenues; payments on any deferred portion of the Participant's Fee; an asset management fee of not to exceed the amount provided in the Participant's partnership agreement in effect on the date of commencement of construction of the Development ("Partnership Agreement"); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to this Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Audited Financial Statement and shall be broken out in line item detail.

"**Operating Reserve**" means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Development lenders or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. The Operating Reserve shall be maintained throughout the Required Covenant Period.

"**Operating Year**" means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

"**Owner**" means the fee owner of the Site as of the Date of Agreement.

"**Participant**" means MV Rancho Dorado Limited Partnership, a California limited partnership.

"**Participant Certificate**" means a certificate in the form of Attachment No. 14 hereto.

"**Participant's Fee**" means, for purposes of this Agreement, that amount determined in good faith by the Executive Director to constitute the fee due D.L. Horn and Associates, LLC, or its successors or assigns (from private investors or cash flow of Participant and without liability as to the Agency) upon the Executive Director's review of those materials provided under Section 3.3 of this Agreement. The Participant's Fee shall be that amount provided for under the Tax Credit Rules except that, with respect to calculations of payments provided for under the Agency Note, the Participant's Fee shall be limited to Two Million Dollars ($2,000,000.00).

"**Permitted Senior Lien**" means a loan or loans in favor of an institutional lender or lenders approved by the Agency, in the amount of not to exceed the estimated cost of the Improvements not funded by the Agency Disbursement Amount or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

"**Prescribed Rent Levels and Tenant Mix**" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

"**Primary Construction Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to this Agreement.

"**Primary Permanent Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or

other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and outstanding development costs.

"**Principals**" means, for purposes of this Agreement, each of: Palm Desert Development Company, MV Rancho Dorado Limited Partnership, Housing Corporation of America, Ronald H. Olson, D.L. Horn and Associates, LLC, and Danavon L. Horn.

"**Project Documents**" means, collectively, this Agreement, the Agency Participant CC&Rs, the Tax Credit Regulatory Agreement, the Memorandum of Agreement, all other Attachments to this Agreement, and any other agreement, document, or instrument that Agency requires in connection with the execution of this Agreement or from time to time to effectuate the purposes of this Agreement.

"**Redevelopment Plan**" is defined in Section 1.5 hereof.

"**Related Entity**" means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

"**Request for Notice of Default**" means Attachment No. 6.

"**Required Affordable Units**" means not fewer than seventy-eight (78) of the seventy-nine (79) of the dwelling units required to be developed on the Site under this Agreement.

"**Required Covenant Period**" means a period of fifty-six (56) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

"**Residual Receipts**" for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of Operating Expenses and, to the extent funded, the Nonprofit Services Fee and Chargeable Fees and Reserves as required by this Agreement and made during the corresponding Operating Year. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of this Agreement, by the Agency. Provided that the written approval of the Executive Director is first obtained (which may be given or withheld at the Executive Director's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

"**Residual Receipts Note Payments**" or "**Note Payments**" means all payments required to be made pursuant to the Agency Note.

"**Schedule of Performance**" means Attachment No. 3 to this Agreement. The Schedule of Performance sets forth the dates by which Participant is to perform certain obligations under this Agreement.

"**Scope of Development**" means Attachment No. 7 to this Agreement.

"**Site**" means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site.

"**Site Map**" means Attachment No. 1 to this Agreement.

"**Stabilized Occupancy**" means occupancy of 90% (or more) of the Units for three (3) consecutive months.

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Regulatory Agreement**" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

"**Tax Credits**" or **"9% Tax Credits"** means 9% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

"**Title Company**" shall be First American Title or another title insurer mutually acceptable to the Agency and the Participant.

"**Unit**" means each of the seventy-nine (79) dwelling units required to be developed by the Participant under this Agreement.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Very Low Income Unit**" means a Unit occupied at Affordable Rent by a Very Low Income Household.

"**Year**" means a calendar year.

1.2 <u>Singular and Plural Terms</u>. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 <u>References and Other Terms</u>. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is

used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 The Redevelopment Plan. The Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the "Project Area." The use of the Site for affordable housing purposes under this Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement.

1.6 Representations and Warranties of Participant. Participant represents and warrants to Agency as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Participant has been fully authorized by all requisite actions on the part of the Participant. The parties who have executed this Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site.

(g) **Tax Credits**. Participant has obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this Agreement, the City Covenants, the Agency Participant CC&Rs, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under this Agreement.

Until the recording of the City Covenants and/or Agency Participant CC&Rs, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6.2 not to be true as of the Closing, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an effect on the development and/or operation of the Site. If Agency elects to proceed with the recording of the Agency Participant CC&Rs and/or the City Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the recording of each of the Agency Participant CC&Rs and the City Covenants, subject to such exception(s).

2. SITE CONTROL; PARTICIPANT PAYMENTS

2.1 Ownership of the Site; Obligation to Develop and Operate.

The Participant warrants and represents that it holds fee title to the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the Agency Disbursement Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this Agreement and shall make all Residual Receipts Note Payments, and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs throughout the Required Covenant Period.

2.2 **Participant Payments**. The Agency Note provides for the Participant to make payments to the Agency, which obligation is further evidenced by the Agency Note. Excepting for amounts payable to the Agency pursuant to Section 4.7 of this Agreement (which amounts shall be payable as therein provided), amounts payable to the Agency shall be paid in accordance with the terms of the Agency Note.

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE

3.1 **Agency's Conditions to Disbursement of the Agency Disbursement Amount**. The Agency shall not disburse any portion of the Agency Disbursement Amount to the Participant (excepting for the Agency Prior Loan Amount, which Amount has earlier been disbursed to the Participant under the Agency Prior Loan Agreement), as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust and the Affordability Restriction Notice have been recorded.

(b) **Evidence of Financing.** Participant shall have provided written proof acceptable to Agency that the Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1.1 hereof. In the event Participant obtains a loan or financing for the construction of the Development, such construction loan or financing for the Development shall be ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1.1, shall be immediately available for use in constructing the Improvements.

(c) **Allocation of 9% Tax Credits**. TCAC shall have issued a preliminary reservation of 9% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(d) **Title Insurance**. Participant shall have obtained at its expense and caused to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Amount) showing a lien position conforming to this Agreement.

(e) **Construction Contract.** Agency hereby approves Multi-Family Builders, Inc. as the Participant's general contractor. Upon award of the construction contract, Participant shall provide to the Agency a signed copy of a fixed-price contract or a not-to-exceed contract between the Participant and the general contractor for the construction of the Development, certified by the Participant to be a true and correct copy thereof, and Executive Director shall have approved such contractor, and the construction contract. The parties acknowledge that the principals of the contractor are or may be Related Parties to the Participant. However, nothing contained in this subsection (e) shall be deemed to create any responsibility or liability on the part of Agency for selection of the contractor(s) of for construction of the Improvements, the Participant being solely responsible for such activities.

(f) **Payment, Performance and Completion Bonds.** Participant shall have obtained payment bonds and performance and completion bonds for off-site improvements as may be required by City in connection with the development of the Site, in an amount and from a surety company reasonably acceptable to the Executive Director. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(g) **Confirmation by Lender Concerning Disbursements.** The Agency shall have received written confirmation from a reasonably acceptable construction lender that such lender agrees to cause the disbursement of funds consistent with Section 4.16 of this Agreement or that such construction lender acknowledges that the disbursement of the Agency Disbursement Amount will be accomplished by Agency in the manner described in Section 4.16 of this Agreement.

(h) **Participant Certification.** Agency shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate signed by an officer of Participant) to such effect.

(i) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(j) **Occupancy of Required Affordable Units**. The Required Affordable Units shall be occupied in accordance with this Agreement.

(k) **Representations and Warranties.** The representations and warranties of Participant contained in this Agreement shall be correct as of the request for disbursement of the Agency Disbursement Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate signed by an officer of Participant.

(l) **No Default.** No Event of Default by Participant shall have occurred under this Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under this Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in Section 3.1, or to Agency's obligations hereunder, are for Agency's benefit only and Executive Director may waive all or any part of such rights by written notice to Participant. If Executive Director shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, Agency may, upon ten (10) days' written notification, terminate this Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of Agency and is to be memorialized by written notice to the Participant stating that this Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

3.2 Agency Disbursement Amount. Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the Agency Disbursement Remaining Amount. Disbursement of the Agency Disbursement Remaining Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this Agreement. The Agency Prior Loan Amount was disbursed as a loan and the Agency Disbursement Remaining Amount is being disbursed as a loan, all of the Agency Disbursement Amount to be repaid from Residual Receipts as set forth in the Agency Note. The Agency Note shall be secured by the Agency Deed of Trust. The Agency Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to liens securing repayment of the Primary Construction Loan and the Primary Permanent Loan).

The City has waived the City Fee Amount effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with this Agreement.

3.3 Agency Note; Submittal of Audited Financial Statements. The Participant shall, prior to disbursement of any of the Agency Disbursement Amount by Agency, execute and deliver to Agency the Agency Note, and shall additionally execute and cause to be recorded as to the Site the Agency Deed of Trust and the Memorandum of Agreement. The Participant shall make all payments as provided under the Agency Note.

The Participant shall annually, at the time the Participant makes its Audited Financial Statement to tax credit investors or its lenders, but not later than June 15 as to the preceding calendar year, submit its Audited Financial Statement to the Agency. Such submittals shall continue until the Agency Note has been satisfied and the Agency Deed of Trust reconveyed.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 Scope of Development. The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

4.2 Design Review.

4.2.1 Participant Submissions. Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 City Review and Approval. The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 Revisions. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 Defects in Plans. The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

4.3 Time of Performance; Progress Reports. The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and

diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Construction. The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; excepting for the disbursement by Agency of the Agency Disbursement Amount by the Agency as provided herein. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

4.5 Insurance Requirements. Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by Agency, the following policies of insurance in form and substance reasonably satisfactory to Agency:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, earthquake (if required by third party lenders or tax credit investors), malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without 30 days prior written notice to Agency. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to Agency, showing Agency as an additional insured and loss payee. Agency shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which Agency has not previously consented in writing. Certificates of

insurance for the above policies (and/or original policies, if required by Agency) shall be delivered to Agency from time to time within 10 days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to Agency evidence of renewal or replacement of such policy reasonably satisfactory to the Executive Director.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Five Thousand Dollars ($5,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

4.5.2 Waiver of Subrogation. Participant hereby waives all rights to recover against Agency (or any officer, employee, agent or representative of Agency) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, and Participant shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Participant, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Participant will be entitled to all insurance proceeds after paying to Agency from such proceeds an amount equal to any assistance expended by Agency but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the Agency may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.7 Indemnity. Participant shall defend (by counsel satisfactory to Agency), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees

(collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the Agency Disbursement Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; or (v) the ownership, occupancy or use of the Site. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the Agency with respect to the consequences of any act of gross negligence or willful misconduct of the Agency. Participant's obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs.

The Participant shall reimburse the Agency immediately upon written demand for all costs reasonably incurred by the Agency (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Agency) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the Agency's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the Agency is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the Agency, provided that Agency gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs.

The Participant shall indemnify the Agency from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the Agency harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the

environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the Agency shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

4.8 **Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8.

4.9 **Compliance With Laws.** Participant shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Participant, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Although the Participant has informed the Agency and the parties believe that the Prevailing Wage Law is not applicable herein the only funds being provided by the Agency hereunder are from the Agency's Low and Moderate Income Housing Fund and thus under the exceptions set forth in Labor Code Section 1720(c)(4), Participant shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Participant hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon

Participant's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Participant shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.7 of this Agreement, Participant shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Participant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Participant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Participant.

4.10 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

4.12 Liens and Stop Notices. Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

(c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion. Promptly after completion of the Improvements in conformity with this Agreement, Agency shall furnish the Participant with a Certificate of Completion substantially in the form of Attachment No. 8. Agency shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such applicable portion shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in documents recorded against the Site prior to the recordation of the Certificate of Completion. If Agency refuses or fails to furnish a Certificate of Completion after written request from Participant, Agency shall, within fifteen (15) days of receipt of written request therefor, provide Participant with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the actions Participant must take to obtain the Certificate of Completion. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4.14 Further Assurances. Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Agency all documents, and take all actions, reasonably required by Agency from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.15 Financing of the Improvements.

4.15.1 Approval of Financing. As required herein and as an Agency Condition Precedent to the disbursement of the Agency Disbursement Remaining Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement ("Proof of Financing Commitments").

The Agency shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, and are otherwise reasonable and customary. Such consent may be included in an "Inter-Creditor Agreement" in connection with which the Agency will agree to subordinate, for the benefit of such lender, the obligation to pay Residual Receipts Note Payments in the event such lender should acquire the Participant's interest in the Site upon foreclosure by such lender. The failure or refusal by the Agency to approve financing that does not satisfy the foregoing criteria shall conclusively be deemed to be reasonable. If Agency

shall disapprove any such evidence of financing, Agency shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to Agency new evidence of financing. Agency shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to Agency. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development.

The Participant understands and agrees that Participant and/or one or more of the Principals of Participant may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the Agency as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

It is contemplated and Participant proposes that financing will be provided, in part, utilizing 9% Tax Credits. In the event Participant, despite diligent efforts to obtain a preliminary allocation of 9% Tax Credits, fails to achieve such allocation, the Agency will consider in good faith, but without further or other obligation, financing which includes no Agency assistance other than as set forth herein, but which may utilize 4% low income tax credits and Bonds. In such event, the following shall apply: an issue of multifamily conduit revenue bonds ("Bonds") may be considered in connection with the financing of the Development. The Participant agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is

required in connection with the issuance of Bonds, and the Participant and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Participant in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Participant directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Bond Counsel and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

4.15.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the Agency's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the Executive Director prior to the Date of this Agreement and which set forth such costs, unless the written approval of the Executive Director is first obtained. The Participant shall notify the Agency in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, Agency agrees to subordinate the Agency Deed of Trust, and to the extent provided in Section 4.15.7, the Agency CC&Rs and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the Agency to cure. The Agency authorizes the Executive Director to execute such instruments on behalf of the Agency without necessity of further action by the governing board of the Agency.

4.15.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor

shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the Agency may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this Agreement, the Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of this Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

4.15.5 Failure of Holder to Complete Improvements. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from Agency of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an Inter-Creditor Agreement, and in addition shall supplement and not limit the Agency's rights under the Agency Participant CC&Rs or by operation of law.

4.15.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the Agency in curing such default.

In addition, the Participant, the Primary Construction Lender and the Primary Permanent Lender shall agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the Agency and the Agency shall have not less than sixty (60) days following receipt by Agency of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under the Agreement.

4.15.7 Limited Subordination of Covenants. It is contemplated that financing for the Development will be provided from funds of the Participant, the Agency Disbursement Amount, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank, Farmers and Merchants Bank of Long Beach and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the Agency agrees to the subordination of the Agency Deed of Trust and those provisions of the Agency Participant CC&Rs that limit rents to affordable rents and limit occupants to households

of specified incomes on the basis set forth in this Section 4.15.7. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in the Inter-Creditor and Subordination Agreement (and specifically the rights of the Agency to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing the Primary Construction Loan or the Primary Permanent Loan, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs will no longer be applicable.

4.16 Mechanics of Disbursement of Agency Disbursement Remaining Amount.

4.16.1 Provided that the Conditions Precedent to Disbursement have first been satisfied, the Agency shall make available to the Participant the Agency Disbursement Remaining Amount at Stabilized Occupancy.

4.16.2 The Agency shall have no obligation to disburse any portion of the Agency Disbursement Remaining Amount unless and until all of the Conditions Precedent to Disbursement are first satisfied and the Closing has taken place.

4.16.3 Neither the Agency nor the City shall provide any assistance pursuant to this Agreement other than the disbursement by Agency of the Agency Disbursement Remaining Amount on the terms and conditions set forth in this Agreement. Excepting only for the Agency Disbursement Remaining Amount, the Participant assumes all responsibility for any and all costs to develop the Development. All amounts disbursed by the Agency to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.4 The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

4.17 Establishment and Maintenance of Accounts. Prior to disbursement of the Agency Disbursement Remaining Amount, Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve.

The Participant shall provide to Agency, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Audited Financial

Statement. The report shall be delivered by Participant to Agency on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the Agency, to the computation and verification of the all payments due by Participant under this Agreement (including without limitation under the Agency Note and the Agency CC&Rs), including without limitation a certified financial audit for the Participant each Year until the Agency Note has been fully satisfied; if the Agency has reasonable cause to believe there has been an under-reporting, or otherwise at the Agency's discretion, the Agency may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the Agency and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the Agency. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to Agency for the corresponding year, the Participant shall reimburse the Agency for the cost of the audit).

5. COVENANTS AND RESTRICTIONS.

5.1 Use Covenants. Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

5.2 Affordable Housing Requirements.

5.2.1 Number of Affordable Units. Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent in conformity with the Prescribed Rent Levels and Tenant Mix. An example of the calculation of Affordable Rent for the Housing Units is attached hereto as Attachment No. 5 and incorporated herein. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect.

5.2.2 Duration of Affordability Requirements. The Required Affordable Units shall be maintained as rental units available at and rented to Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

5.2.3 Selection of Tenants. Participant shall be responsible for the selection of tenants for the Required Affordable Units in compliance with the criteria set forth in Section 5.3 of

this Agreement and consistent with the Prescribed Rent levels and Tenant Mix. To the greatest extent legally allowable, preference will be afforded residents of the City and their relatives. No Units shall be restricted on the basis of age.

5.2.4 Income of Tenants. Each tenant shall be a Extremely Low Income Household, Very Low Income Household, Lower Income Household or Moderate Income Household (as prescribed in accordance with the Prescribed Rent Levels and Tenant Mix) which meets the eligibility requirements established for the corresponding Required Affordable Unit, and Participant shall obtain a certification from each tenant renting or leasing each housing unit which substantiates such fact. Participant shall verify the income certification of each tenant as set forth in Section 5.3 hereof. Prior to the first rental of a Unit, and in addition upon request therefor by Agency, the Participant shall submit to Agency or its designee, at Participant's expense, a completed income computation and certification form, in a form to be provided by Agency.

5.2.5 Determination of Affordable Rent for the Housing Units. Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided herein: the maximum monthly rental amount for the Required Affordable Units to be rented to:

(a) Extremely Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(b) Very Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(c) Lower Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (60%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement; and

(d) For households required to have incomes of not to exceed forty percent (40%) of Median Income for the Area (but which may have incomes of greater than thirty percent of Median Income), incomes shall be based upon one-twelfth ($1/12^{th}$) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate for the unit, or if lower, the lesser of (i) the maximum rent for such unit as determined under the Regulatory Agreement, or (ii) the maximum rent for such unit as determined by TCAC;

(e) For households required to have incomes of not to exceed forty-five percent (45%) of Median Income for the Area (but which may have incomes of greater than thirty percent of Median Income), incomes shall be based upon one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate for the unit, or if lower, the lesser of (i) the maximum rent for such unit as determined under the Regulatory Agreement, or (ii) the maximum rent for such unit as determined by TCAC

(f) Moderate Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of Median Income for the Area for a

household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement.

"Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes so providing are applicable, two persons for each one bedroom unit and three persons for each two bedroom unit; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health & Safety Code Section 50052.5(h). Actual rent charged may be less than such maximum rent.

Notwithstanding the foregoing portion of this Section 5.2.5, the Participant agrees that rents shall not exceed the Prescribed Rent Levels. Participant acknowledges that such Prescribed Rent Levels will further diminish rents from the Development.

5.2.6 Relationship to Tax Credit Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as a requirement of the allocation of tax credits (the "Tax Credit Regulatory Agreement") is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement shall control and the Participant's compliance with the more restrictive requirements thereof shall not be a default hereunder.

5.3 Verifications.

5.3.1 Income Verification. Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely Required Affordable Units.

5.3.2 Annual Reports. Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records for all Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2012 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Audited Financial Statement (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Affordable Housing Project ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, all certified by the Audited Financial Statement. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note.

5.4 Maintenance of Site. Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

5.5 Nondiscrimination Covenants. Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Participant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof. The foregoing covenants shall run with the land.

Participant shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. Agency shall have the right, if the Agreement or any covenants in any agreement pursuant to this Agreement, including without limitation the Agency Participant CC&Rs, are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and such covenants may be entitled.

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES.

As a material inducement to Agency to enter into this Agreement, Participant represents and warrants to Agency that:

6.1 Formation, Qualification and Compliance. Participant (a) is a California limited partnership validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the

Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the Agency in this Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the Agency in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

6.2 **Execution and Performance of Project Documents**. Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

6.3 **Covenant Not to Transfer Except in Conformity**. Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the Executive Director, which consent may be granted or refused in the Executive Director's sole and absolute discretion; except Agency shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit period. Any sale, lease, transfer or conveyance without such consent shall, at Agency's option, be void. A change in ownership of the Participant resulting in the entities executing this Agreement on behalf of Participant retaining less than fifty-one percent (51%) ownership of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the Required Affordable Units to Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households to afford the community a long-term, quality affordable housing resource.

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 **Default Remedies**. Subject to the extensions of time set forth in Section 7.10 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this Agreement, and without limiting or affecting rights of parties hereto to terminate this Agreement, the

claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 **Institution of Legal Actions**. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

7.3 **Termination by the Participant**. The Participant shall have no right to terminate this Agreement.

7.4 **Termination by Agency**. In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2011):

7.4.1 Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this Agreement;

7.4.2 Any Condition Precedent to Disbursement has not been fulfilled;

7.4.3 Participant fails to execute the Agency Participant CC&Rs or the Memorandum of Agreement;

7.4.4 The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

7.4.5 Participant is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this Agreement by Agency to the Participant and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

7.5 **Acceptance of Service of Process**. In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.9 Modification of Agency Participant CC&Rs. In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs set forth as Attachment No. 9 hereto, then, from time to time upon receipt of request therefor from the Executive Director, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs; such request(s) by the Executive Director can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs have been recorded.

7.10 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Participant. The Agency Executive Director shall have the authority to approve extensions on behalf of Agency to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Owner to provide the Owner/Agency Indemnity or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

7.11 Limitation Upon Transfer. The qualifications and identity of the Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into this Agreement with the Participant. For the period commencing upon the date of this Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to Occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

Notwithstanding the foregoing, and once the Project has achieved stabilized occupancy (as determined by the Executive Director), the Participant may sell or re-finance its interests provided it (i) notifies Agency of its intentions, (ii) identifies the party or parties that it intends to sell the Project to or re-finance its interests with, and (iii) describes in sufficient detail the major business points of the intended transaction, and (iv) the transferee agrees, in writing acceptable to the Agency, to be bound by and comply with each of the Tax Credit Regulatory Agreement and the Agency Participant CC&Rs.

7.11.1 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Agency shall not unreasonably withhold its approval of an assignment of this Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; and (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate.

In the event of a proposed assignment by Participant under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant the Obligations of this Agreement.

7.11.2 Agency Consideration of Requested Transfer. Agency agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Housing Units in conformity with this Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to Agency requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by Agency. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the Agency to receive compensation (in connection with such transfer to tax credit investors). Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which Agency reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the Agency pursuant to this Agreement, the Participant shall remain liable for performance pursuant to this Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting

approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require Agency/Executive Director approval, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to Agency such further information as may be reasonably requested.

7.11.3 **Successors and Assigns**. All of the terms, covenants and conditions of this Agreement shall be binding upon the Participant and its permitted successors arid assigns. Whenever the term "Participant" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

7.11.4 **Assignment by Agency**. Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Participant.

7.12 **Non-Liability of Officials and Employees of Agency**. No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

7.13 **Relationship Between Agency and Participant**. It is hereby acknowledged that the relationship among the Agency and Participant is not that of a partnership or joint venture and that Agency and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

7.14 **Agency and City Approvals and Actions**. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director is authorized to act on behalf of the Agency unless specifically provided otherwise or the law otherwise requires. When a reference is made herein to an action or approval to be undertaken by the City the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

7.15 **Real Estate Brokers**. Agency and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.16 **Attorneys' Fees**. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8. MISCELLANEOUS

8.1 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of Agency to Participant, or any other claim by Participant against Agency, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

8.2 Notices. All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant: MV Rancho Dorado Limited Partnership
P.O. Box 3958
Palm Desert, California 92261
Telephone: (760) 568-1048
Fax: (760) 832-2932

with copy (the mailing of which shall not constitute notice to Participant) to: Goldfarb & Lipman LLP
Attention: Robert C. Mills
1300 Clay Street, 9th Floor
Oakland, CA 94612
Telephone: (510) 836-6336
Fax: (510) 836-1035

If to Agency: Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Executive Director

with copy (the mailing of which shall not constitute notice to Agency) to: Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone: (949) 725-4167
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that

nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.3 **Survival of Representations and Warranties.** All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency notwithstanding any investigation made by Agency.

8.4 **No Third Parties Benefited Except for City.** This Agreement is made for the purpose of setting forth rights and obligations of Participant and Agency, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this Agreement.

8.5 **Binding Effect; Assignment of Obligations.** This Agreement shall bind, and shall inure to the benefit of, Participant and Agency and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole and absolute discretion. Any such assignment without such consent shall, at Agency's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units in conformity with this Agreement.

8.6 **Counterparts.** Provided that the written approval of the Executive Director is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.7 **Prior Agreements; Amendments; Consents.** This Agreement (together with the other Project Documents) contains the entire agreement between Agency and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters, including without limitation the Agency Prior Loan Agreement, are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 41 and Attachments 1 through 15, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the Agency and the Participant.

8.8 **Governing Law.** All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Participant irrevocably and

unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as Agency may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Participant also waives any objection regarding personal or in rem jurisdiction or venue.

8.9 **Severability of Provisions.** No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all pro-visions of the Project Documents are hereby declared to be severable.

8.10 **Headings.** Article and Section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.11 **Conflicts.** In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.12 **Time of the Essence.** Time is of the essence of all of the Project Documents.

8.13 **Conflict of Interest.** No member, official or employee of Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.14 **Warranty Against Payment of Consideration.** Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

8.15 **Nonliability of Agency Officials and Employees.** No member, official or employee of Agency shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Participant or successor, or on any obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

PARTICIPANT:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

Approved as to form:

_____
STRADLING YOCCA CARLSON & RAUTH,
a Professional Corporation
By: Mark J. Huebsch

ATTACHMENT NO. 1

SITE MAP

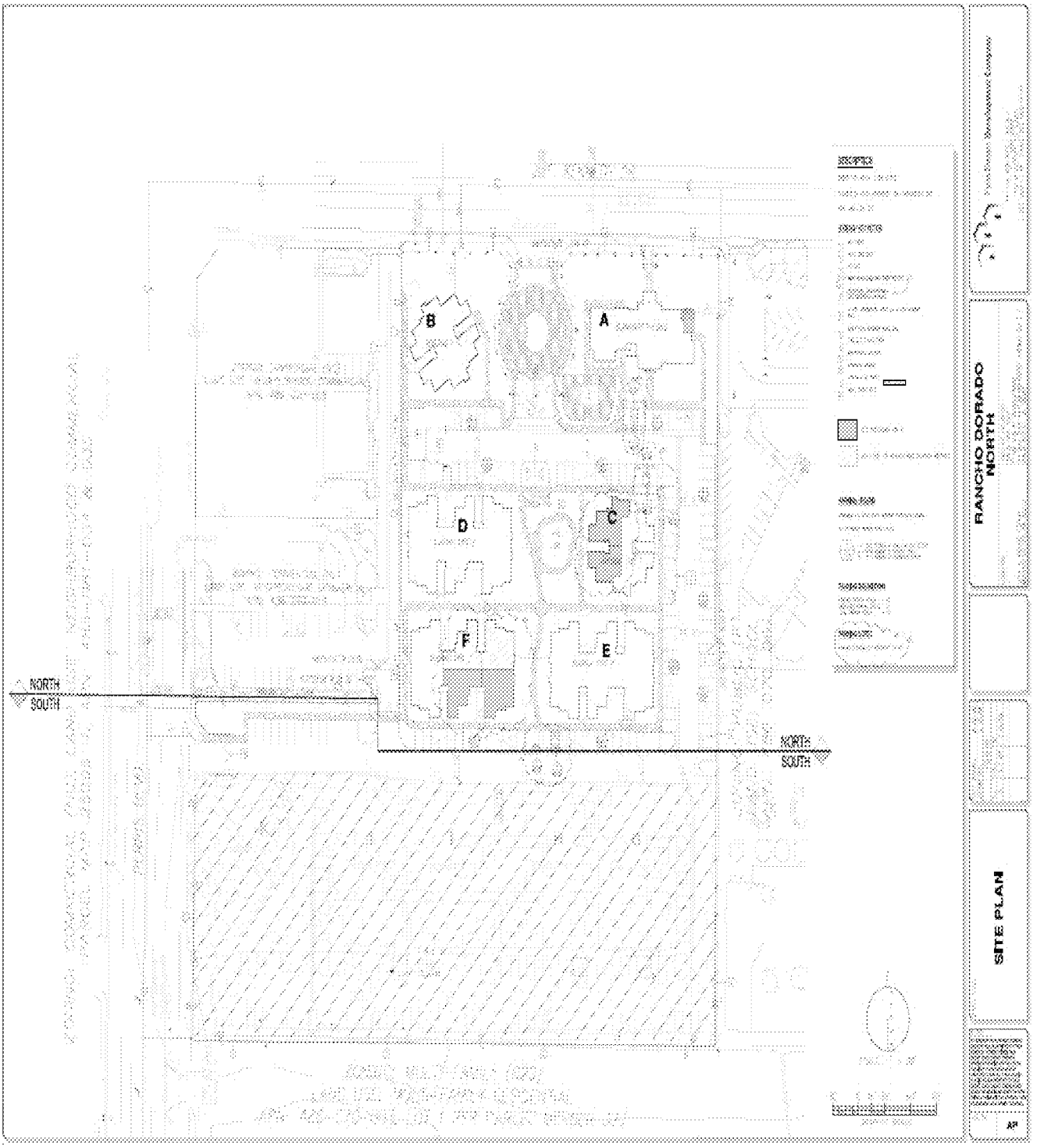
A
B
C
D
E
F
NORTH
SOUTH
NORTH
SOUTH
RANCHO DORADO NORTH
SITE PLAN

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is March 8, 2011. The Executive Director may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Participant shall be performed.

1. Satisfaction of Conditions Precedent to Disbursement of Agency Disbursement Remaining Amount. Participant shall satisfy the Conditions Precedent to Disbursement of Agency Disbursement Remaining Amount.	Not later than the Closing Deadline.
2. Recording. The Agency CC&Rs, and Memorandum of Agreement are recorded.	On or before the Closing Deadline.
3. TCAC Approval. The Participant shall have obtained a preliminary reservation of tax credits by TCAC.	On or before September 30, 2011.
4. Commencement of Construction. The Participant shall have commenced construction of the Improvements.	On or before December 30, 2011.
5. Completion of Construction. Participant shall complete construction of the Improvements.	Within fourteen (14) months after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction.
6. Rental Units Occupied. Participant causes the Required Affordable Units to be occupied using the Prescribed Rent Levels in conformity with the Agreement.	Within one hundred (100) days after the earlier of (i) completion of construction or (ii) the time established for completion of construction in this Schedule of Performance.

ATTACHMENT NO. 4

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TO: Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

The undersigned,_____, being duly authorized to execute this Certificate of Continuing Program Compliance (this "Certificate") on behalf of MV Rancho Dorado Limited Partnership, a California limited partnership (the "Participant"), hereby represents and warrants that:

1. He has read and is thoroughly familiar with the provisions of the Affordable Housing Agreement (the "AHA") by and between the Agency and the Participant dated as of March 8, 2011, including without limitation the Agency Participant CC&Rs and other attachments thereto. Capitalized terms used herein shall have the same meaning as that set forth in the AHA; and

2. As of the date of this Certificate, the following number of completed residential units at the Site: (i) are currently occupied by Very Low Income Households at Affordable Rent; (ii) are currently occupied by Lower Income Households at Affordable Rent; (iii) are currently occupied by Moderate Income Households at Affordable Rent, or (iv) are currently vacant and being held available for occupancy by a Very Low Income Household, a Lower Income Household, or a Moderate Income Household and have been so held continuously since the date a Very Low Income Household, a Lower Income Household or Moderate Income Household vacated such unit:

Occupied at an Affordable Rent by:

Extremely Low Income Households (30%)	_____	# of Units, Nos.:
Very Low Income Households (40%)		# of Units, Nos.:
Very Low Income Households (45%)		# of Units, Nos.:
Very Low Income Households (50%)	_____	# of Units, Nos.:
Lower Income Households (60%)	_____	# of Units, Nos.:
Moderate Income Households (120%)	_____	# of Units, Nos.:

Vacant:

a. Held for occupancy by:

i.	Extremely Low Income Households (30%)	_____	# of Units, Nos.:
ii.	Very Low Income Households (40%)		# of Units, Nos.:
iii.	Very Low Income Households (45%)		# of Units, Nos.:
iv.	Very Low Income Households (50%)	_____	# of Units, Nos.:
v.	Lower Income Households (60%)	_____	# of Units, Nos.:
vi.	Moderate Income Households (120%)	_____	# of Units, Nos.:

b. Last occupied by:

i.	Extremely Low Income Households (30%)	_____	# of Units, Nos.:
ii.	Very Low Income Households (40%)		# of Units, Nos.:
iii.	Very Low Income Households (45%)		# of Units, Nos.:
iv.	Very Low Income Households (50%)	_____	# of Units, Nos.:
iii.	Lower Income Households (60%)	_____	# of Units, Nos.:
iv.	Moderate Income Households (120%)	_____	# of Units, Nos.:

3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than one hundred percent (100%) of the Required Affordable Units as completed units in the Project been occupied by, or been last occupied, or have been available for occupancy by Extremely Low Income Households (30%), Very Low Income Households (as described above), Lower Income Households (60%) or Moderate Income Households (120%) at an Affordable Rent.

4. The Participant is not in default under the terms of the Agreement, including without limitation the attachments thereto (such as the Agency Participant CC&Rs).

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

(PARTICIPANT)

ATTACHMENT NO. 5

CALCULATION OF AFFORDABLE RENTS

Riverside County
Affordable Rent Worksheet

(2009 Income Figures)

1. Income Eligibility[1]

The first step in determining eligibility for an affordable housing program is determining whether the family which will be purchasing or renting the housing unit meets the following income standards applicable to **Riverside** County, based upon the size of the family:

Income Level	*1 person household*	*2 person household*	*3 person household*	*4 person household*	*5 person household*	*6 person household*	*7 person household*	*8 person household*
Extremely Low	$14,000	$16,000	$18,000	$20,000	$21,600	$23,200	$24,800	$26,400
Very Low	$23,300	$26,650	$29,950	$33,300	$35,950	$38,650	$41,300	$43,950
Lower	$37,300	$42,650	$47,950	$53,300	$57,550	$61,850	$66,100	$70,350
Median	$45,150	$51,600	$58,050	$64,500	$69,650	$74,800	$80,000	$85,150
Moderate	$54,200	$61,900	$69,650	$77,400	$83,600	$89,800	$96,000	$102,150

2. Determining Affordable Rent

For **rental housing**, the second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts.

For **Extremely Low Income** Households:[2]

- renting a 0 bedroom unit, monthly rent may not exceed $**338.63**
- renting a **1 bedroom** unit, monthly rent may not exceed **$387.00**

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[1] Based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development ("HCD") by memorandum dated April 2, 2009 and which memorandum was posted to the HCD website. These median income numbers are revised annually.

[2] Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(1).

- renting a **2 bedroom** unit, monthly rent may not exceed **$435.38**
- renting a **3 bedroom** unit, monthly rent may not exceed **$483.75**
- renting a **4 bedroom** unit, monthly rent may not exceed **$522.38**
- renting a **5 bedroom** unit, monthly rent may not exceed **$561.00**

For **Very Low Income** Households:[3]

- renting a **0 bedroom** unit, monthly rent may not exceed **$564.38**
- renting a **1 bedroom** unit, monthly rent may not exceed **$645.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$725.63**
- renting a **3 bedroom** unit, monthly rent may not exceed **$806.25**
- renting a **4 bedroom** unit, monthly rent may not exceed **$870.63**
- renting a **5 bedroom** unit, monthly rent may not exceed **$935.00**

[3] Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(2).

For **Lower Income** Households:[4]

- renting a **0 bedroom** unit, monthly rent may not exceed **$677.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **$774.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$870.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **$967.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,044.75**
- renting a **5 bedroom** unit, monthly rent may not exceed **$1,122.00**

In addition, for any Lower Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household**:[5]

- **1 person households** whose income is between **$27,090 and $37,300**
- **2 person households** whose income is between **$30,960 and $42,650**
- **3 person households** whose income is between **$34,830 and $47,950**
- **4 person households** whose income is between **$38,700 and $53,300**
- **5 person households** whose income is between **$41,790 and $57,550**
- **6 person households** whose income is between **$44,880 and $61,850**
- **7 person households** whose income is between **$48,000 and $66,100**
- **8 person households** whose income is between **$51,090 and $70,350**

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[4] Affordable Rent for Lower Income Households is the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(3).

[5] Health and Safety Code Section 50053 (b)(3).

For **Moderate Income** Households:[6]

- renting a **0 bedroom** unit, monthly rent may not exceed **$1,241.63**
- renting a **1 bedroom** unit, monthly rent may not exceed **$1,419.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$1,596.38**
- renting a **3 bedroom** unit, monthly rent may not exceed **$1,773.75**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,915.38**
- renting a **5 bedroom** unit, monthly rent may not exceed **$2,057.00**

In addition, for any Moderate Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household:**[7]

- **1 person households** whose income is between **$49,665 and $54,200**
- **2 person households** whose income is between **$56,760 and $61,900**
- **3 person households** whose income is between **$63,855 and $69,650**
- **4 person households** whose income is between **$70,950 and $77,400**
- **5 person households** whose income is between **$76,615 and $83,600**
- **6 person households** whose income is between **$82,280 and $89,800**
- **7 person households** whose income is between **$88,000 and $96,000**
- **8 person households** whose income is between **$93,665 and $102,150**

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[6] Affordable Rent for Moderate Income Households is the product of 30 percent times 110 percent of area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(4).

[7] Health and Safety Code Section 50053 (b) (4).

For purposes of determining Affordable Rent, *"Rent"* is an average of estimated housing costs for the next twelve months. ***"Rent"*** includes the total of monthly payments for all of the following:[8]

- Use and occupancy of a housing unit and land and facilities associated therewith.
- Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.
- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

[8] 25 California Code of Regulations Section 6918.

ATTACHMENT NO. 6

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government Code § 6103.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 200___, in Book _____, Page _____, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: Executive Director.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
Executive Director

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 7

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Site Map and the Legal Description of the Site.

II. DEVELOPMENT

The Participant shall construct seventy-nine (79) housing units on the Site, together with all on-site and off-site features described in this Scope of Development (as presented to the City Council of the City on the Date of Agreement), including without limitation landscaping and all off-sites and improvements required under the City approvals for the Development, including zoning, general plan, environmental clearance and all conditions of approval thereunder. All such improvements collectively constitute the "Improvements."

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the Agency as of the Date of the Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures under those land use approvals obtained by the Participant prior to the Date of Agreement.

The Participant shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

A. General Requirements:

1. Vehicular Access. The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

2. Building Signs. Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

3. Screening. All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

4. Landscaping. The Participant shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming with the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. Utilities. All utilities on the Site provided to service the units rehabilitated or reconstructed by the Participant shall be underground at Participant's expense.

6. Building Design. Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

IV. DEMOLITION AND SOILS

The Participant assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Participant has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the Agency, the City, or their respective officers, agents and employees.

V. SPECIAL AMENITIES

The Participant shall undertake all improvements required by the City as a condition of development of the Site, as more particularly provided in the City approvals given for the Site.

ATTACHMENT NO. 8

CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	))))))))

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Certificate") is made by the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic (the "Agency"), in favor of **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership (the "Participant"), as of the date set forth below.

RECITALS

A. Agency and the Participant have entered into that certain Affordable Housing Agreement (the "AHA") dated as of March 8, 2011 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Site").

B. As referenced in Section 4.13 of the AHA, Agency is required to furnish the Participant or its successors with a Certificate of Completion upon completion of construction of the "Improvements" (as defined in Section 1.1 of the AHA), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the AHA.

C. Agency has conclusively determined that the construction and development of the Development has been satisfactorily completed.

NOW, THEREFORE, Agency hereby certifies as follows:

1. Agency does hereby certify that the Improvements to be constructed by the Participant has been fully and satisfactorily completed in full conformance with the AHA.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Participant's compliance with those covenants in the AHA that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the AHA (including without limitation the attachments thereto).

IN WITNESS WHEREOF, Agency has executed this Certificate of Completion this ___ day of _____, 201__.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A" TO ATTACHMENT NO. 8

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 9

AGENCY PARTICIPANT CC&RS

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
City of Moreno Valley	)
Redevelopment Agency	)
14177 Frederick Street	)
P.O. Box 88005	)
Moreno Valley, California 92552-0805	)
Attn: Executive Director	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REGULATORY AGREEMENT

These Covenants, Conditions and Restrictions, herein sometimes referred to as these "CC&Rs" or "Declaration" or "Regulatory Agreement" are made by the signatories hereto.

R E C I T A L S

WHEREAS, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic ("Agency"), the **City of Moreno Valley**, a municipal corporation ("City"), and **MV Rancho Dorado Limited Partnership,** a California limited partnership ("Participant") is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the "Declarants."

WHEREAS, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of March 8, 2011 (the "AHA") for the improvement and development of certain real property described in Exhibit "A" (to which these CC&Rs are attached) as the "Site," which AHA provides for the recordation of this Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

WHEREAS, this Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this Regulatory Agreement, the Participant holds title to the "Site" as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, the Agency and the City each of the Participant (as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration.

Section 1. "Affordable Housing Project" means an affordable housing project operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. "Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i),

above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. "Agency" means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 "Approved Housing Project" means all improvements as provided to be developed by Participant under the AHA. The Approved Housing Project must be completed in strict conformity with all specifications contained in or referred to in the AHA.

Section 5. "Area" means the area defined by HUD which includes and consists primarily of Riverside County.

Section 6. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 7. "Certificate" or "Certification" is defined in Section 3(a).

Section 8. "City" means and refers to the City of Moreno Valley, a municipal corporation.

Section 9. "City Code" means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 10. "Common Areas" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "County" means the County of Riverside.

Section 12. "Extremely Low Income Household" means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. "Extremely Low Income Unit" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Urban Development ("HUD") Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. "Lower Income Household" means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 16. "Low Income Unit" or "Lower Income Unit" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

Section 17. "Median Income for the Area" means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 18. "Moderate Income Household" means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 19. "Moderate Income Unit" means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 20. "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 21. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these "CC&Rs" or this "Declaration."

Section 22. "Rental Project" means the seventy-nine (79) unit residential rental development on the Site.

Section 23. "Required Affordable Unit" means each of seventy-eight (78) of the seventy-nine (79) dwelling units in the Rental Project, as rehabilitated or reconstructed under the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 24. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-six (56) years thereafter.

Section 25. "Site" means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 26. "Tax Credit Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 27. "Tax Credits" means 9% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 28. "Unit" means a dwelling unit on the Rental Project.

Section 29. "Very Low Income Households" means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 30. "Very Low Income Unit" means a Unit occupied at Affordable Rent by a Very Low Income Household.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. The Participant shall develop the Approved Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Rental Project shall at any time be utilized on a transient basis nor shall the Rental Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Required Covenant Period, not less than seventy-eight (78) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not

greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. Required Affordable Units shall be continuously occupied by or held available for occupancy by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at an Affordable Rent. All Affordable Units shall be rented at Affordable Rent. For this purpose, a tenant who qualifies as an Extremely Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Extremely Low Income Household. Moreover, a unit previously occupied by an Extremely Low Income Household, and then vacated shall be considered occupied by such Extremely Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

In the event recertification of an Extremely Low Income Household's annual income establishes that household's income to be higher than the Extremely Low Income limit, the Participant shall designate the next available unit and any necessary units thereafter as an Extremely Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Extremely Low Income Unit if it is held vacant and available for occupancy by an Extremely Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Extremely Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

In the event a household's income initially complies with the corresponding income restriction but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.. The Participant shall include in its rental agreements provisions which implement this requirement and limitation, and the Participant shall expressly inform prospective renters as to this limitation prior to the commencement of a tenancy.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six

(6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified hereinbelow, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household, a Very Low Income Household, a Lower Income Households or a Moderate Income Household as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are an Extremely Low Income Household, a Very Low Income Household, a Lower Income Household or a Moderate Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement or the Tax Credit Regulatory Agreement (whichever is more restrictive) shall control and the Participant's compliance therewith shall not be a default hereunder. As between this Regulatory Agreement and the Tax Credit Regulatory Agreement, the more restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

Section 3. Participant Verification and Program Compliance.

Income Verification and Certification. The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Rental Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally requires, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

Reporting Amounts. Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Rental Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Rental Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.)*. The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Rental Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

ARTICLE IV
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform

Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Rental Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Rental Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Rental Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private,

shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Rancho Dorado Limited Partnership, a California limited partnership, P.O. Box 3958, Palm Desert, California 92261 (with a copy to Goldfarb & Lipman LLP, Attention: Robert C. Mills, 1300 Clay Street, 9th Floor, Oakland, California 94612), and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

Dated: _____

ATTEST:

By: _____
Agency Secretary

CITY OF MORENO VALLEY,
a municipal corporation

Dated: _____

By: _____

City Manager

ATTEST:

By: _____
City Clerk

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 10

INCOME VERIFICATION

Part I -- General Information

1. Project Location: _____

2. Landlord's Name: _____

Part II -- Unit Information

3. Unit Number	4. Number of Bedrooms	5. Monthly Rent	6. Number of Occupants

Part III -- Affidavit of Tenant

I, _____, and I, _____, as applicants for rental of an Apartment Unit at the above-described location, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed thirty percent (30%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) exceeds fifty percent (50%) but **does not exceed sixty percent (60%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are

established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

D. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

E. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

1. Tenants qualifying as A and B, above, must complete the following:

Monthly Gross Income
(All Sources of Income of All Adult Household Members Must be Listed)

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: _____

Total x 12 _____ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation),

capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

2. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.

3. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).

4. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the Community Redevelopment Agency of the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

_____	_____
Date	Tenant
_____	_____
Date	Tenant

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley for persons of very low or low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley.

_____ _____
Signature Date

Please send to:

_____
_____
_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____
Signature Date

ATTACHMENT NO. 11

AGENCY NOTE

PROMISSORY NOTE

$8,250,000 _____, 2011

Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV RANCHO DORADO LIMITED PARTNERSHIP,** a California limited partnership ("Maker" or "Participant"), having its principal place of business at c/o Palm Desert Development Company, P.O. Box 3958, Palm Desert, California 92261, promises to pay to the order of **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Payee" or "Agency"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000), together with interest on the unpaid principal amount of this Promissory Note ("Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the Agency. This Note is being delivered pursuant to the Affordable Housing Agreement dated as of March 8, 2011, between Maker and Payee (the "AHA"). The loan evidenced by this Note shall be governed by such provisions of the AHA (including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the AHA.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2011 and continuing until the fifty-fifth (55th) anniversary of the Date of Agreement (the "Maturity Date") unless sooner satisfied.

Excepting for (i) defaults, (ii) events resulting in acceleration under this Agency Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this Agency Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this Agency Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

First, Residual Receipts shall be made available to pay accrued interest on the Participant's Fee (as defined in the AHA) at the rate of the Applicable Federal Rate ("AFR"), as of the date of this Agency Note, with such interest commencing to accrue upon the earlier of (i) the completion of the Improvements (in accordance with the AHA), or (ii) the time established in the Agreement for the completion of the Improvements.

Second, all Residual Receipts shall be available to pay the remaining principal of the Participant's Fee (as defined in the AHA), for purposes of this Agency Note.

Third, after the Participant's Fee and accrued interest thereon, (which shall be deemed to accrue at the AFR) have been paid in full, seventy-five percent (75%) of the Residual Receipts shall be paid to the Agency, and the remaining twenty-five percent (25%) shall be retained by the Participant. The Agency Disbursement Amount shall be deemed to bear interest at Interest Rate, and interest shall accrue from the Date of Agreement.

Notwithstanding any provision of this Agency Note to contrary effect, the Maker shall make payment in full to the Agency of the outstanding balance under this Agency Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the AHA, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Participant's Fee (and interest thereon as prescribed above).

6. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this

Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the AHA constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supercede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time if of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

7. Non-recourse. This Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

ATTACHMENT NO. 12

AGENCY DEED OF TRUST

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2011, between MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

c/o Palm Desert Development Company, P.O. Box 3958, Palm Desert, California 92261, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $8,250,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto, or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the Affordable Housing Agreement dated as of March 8, 2011 between Trustor and Beneficiary (the "AHA").

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

EXHIBIT "B"

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 200_, executed by MV Rancho **Dorado** Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT**. A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

   (a) A default under that certain Affordable Housing Agreement ("Agreement" or the "AHA") dated as of March 8, 2011, between Trustor and Beneficiary or any default under any Agency Note or Agency Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or

   (b) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agreement).

2. **DEFAULT - DEED OF TRUST**. A default under this Deed of Trust shall, at Beneficiary's option, as appropriate, constitute a default under the deeds of trust or other instruments referenced in Paragraph 1(a) through (b), inclusive (collectively the "Other Deeds of Trust"), of this Rider.

3. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

4. **DUE ON SALE OR ENCUMBRANCE**. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the

Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

5. **PRIORITY OF DEED OF TRUST**. This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender.

6. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE**. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) to pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Site then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Site so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

First American Title
TRUSTEE

ATTACHMENT NO. 13

MEMORANDUM OF AGREEMENT

Requested By and When Recorded Return To: **Community Redevelopment Agency of the City of Moreno Valley** 14177 Frederick Street Moreno Valley, California 92552-0805 Attention: Executive Director	This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT** ("Memorandum"), dated as of _____, 2011, is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic ("Agency") and MV RANCHO DORADO LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement. Agency and Participant have executed an Affordable Housing Agreement (the "Agreement") dated as of March 8, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The Agreement is on file as a public record with the Agency at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

PARTICIPANT:

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

ATTACHMENT NO. 14

PARTICIPANT CERTIFICATE

_____, 200_ (the "Date of Certificate")

Community Redevelopment Agency of the City of Moreno Valley
Attention: Executive Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and MV Rancho Dorado Limited Partnership, a California limited partnership (the "Participant"), dated as of March 8, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the Agency, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust and the Affordability Restriction Notice have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 9% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Agreement) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. The financing assumptions for the Improvements as set forth in the Financing Assumptions (Attachment No. 16 to the Agreement) have not changed, excepting as may be permitted under the Agreement and as heretofore approved in writing by the Agency.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remakes to Agency each and every representation and/or warranty made to Agency under the Agreement.

Participant executes this Participant Certificate for the benefit and protection of the Agency with full knowledge that the Agency is relying on this Participant Certificate in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate as of the date first written above.

PARTICIPANT

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
Danavon L. Horn
Its: President

ATTACHMENT NO. 15

AFFORDABILITY RESTRICTION NOTICE

Recording Requested By: When Recorded Return To and Mail Tax Statements To: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF SITE (or "Notice of Affordability Restrictions") is executed as of March 8, 2011 and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property described in Exhibit "A" hereto ("Site"). The Community Redevelopment Agency of the City of Moreno Valley ("Agency") and MV RANCH DORADO LIMITED PARTNERSHIP, a California limited partnership ("Participant") have previously entered into an Affordable Housing Agreement dated as of March 8, 2011 (the "AHA").

1. The AHA provides for affordability restrictions and restrictions on the transfer of the Site, as more particularly set forth in the AHA. A copy of the AHA is on file with the Agency as a public record and is deemed incorporated herein. Reference is made to the AHA with regard to the complete text of the provisions of

such agreement which provides for affordability restrictions and restrictions on the transfer of the Site.

2. The AHA provides for the Participant to acquire the Site whereupon the Participant shall (a) construct 71 rental dwelling units at the Site and (b) rent a specified number of such dwelling units to households of limited income, paying an affordable rent; such restrictions are set forth at greater length in a document entitled the "Agency Participant CC&Rs," substantially in the form of Attachment No. 9 to the AHA, which has been entered into by and among the Agency, the City of Moreno Valley ("City"), and the Participant, and which is expected to be recorded substantially concurrently herewith among the official land records of the County of Riverside. The Agency Participant CC&Rs and the AHA are deemed to be incorporated herein by reference.

2.1 Article II, Section 1 of the Agency Participant CC&Rs provides as follows; where the terms "Declaration", "Regulatory Agreement" and "CC&Rs" are used in the quoted language below, such terms refer to the Agency Participant CC&Rs:

> "Uses. The Participant shall develop the Approved Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.
>
> "The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Rental Project shall at any time be utilized on a transient basis nor shall the Rental Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any

time be owned or used as a cooperative housing corporation or a stock cooperative."

2.2 Article II, Section 2 of the Agency Participant CC&Rs provides as follows:

"Affordable Housing.

"Number of Units. Throughout the Required Covenant Period, not less than seventy-eight (78) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to

households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. Required Affordable Units shall be continuously occupied by or held available for occupancy by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at an Affordable Rent. All Affordable Units shall be rented at Affordable Rent. For this purpose, a tenant who qualifies as an Extremely Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Extremely Low Income Household. Moreover, a unit previously occupied by an Extremely Low Income Household, and then vacated shall be considered occupied by such Extremely Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

"In the event recertification of an Extremely Low Income Household's annual income establishes that household's income to be higher than the Extremely Low Income limit, the Participant shall designate the next available unit and any necessary units thereafter as an Extremely Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Extremely Low Income Unit if it is held vacant and available for occupancy by an Extremely Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Extremely Low Income Household is

verified and the unit is rented at Affordable Rent. A similar protocol shall apply to Very Low Income Households, Lower Income Households and Moderate Income Households, respectively.

"In the event a household's income initially complies with the corresponding income restriction but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.. The Participant shall include in its rental agreements provisions which implement this requirement and limitation, and the Participant shall expressly inform prospective renters as to this limitation prior to the commencement of a tenancy.

"Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households, Very Low Income Households, Lower Income Households and Moderate Income Households, respectively, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

"Selection of Tenants. As specified hereinbelow, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household, a Very Low Income Household, a Lower Income Households or a Moderate Income Household as more particularly provided herein. No Units shall be restricted on the basis of age.

"Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are an Extremely Low Income Household, a Very Low Income Household, a Lower Income Household or a Moderate Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

"The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

"Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

"Relationship to Tax Credit Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than

as provided in this Regulatory Agreement or the Tax Credit Regulatory Agreement (whichever is more restrictive) shall control and the Participant's compliance therewith shall not be a default hereunder. As between this Regulatory Agreement and the Tax Credit Regulatory Agreement, the more restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

"THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS."

3. The restrictions contained in the Agency Participant CC&Rs expire fifty-six (56) years following the date the Agency Participant CC&Rs is recorded. It is anticipated that the Agency Participant CC&Rs will be submitted for recordation contemporaneously with this Notice of Affordability Restrictions.

4. The commonly known address for the Site is _____ in the City of Moreno Valley.

The Site consists of all or a portion of the following parcels: _____; such numbers are subject to change.

5. The legal description for the Site is attached hereto as Exhibit A and is incorporated herein by reference.

6. The Agency Participant CC&Rs, which includes the affordability restrictions referenced above, is expected to be submitted for recordation in the

Office of the Riverside County Recorder contemporaneously with this Notice of Affordability Restrictions.

7. This Notice of Affordability Restrictions is intended merely to satisfy the requirements of Chapter 690. The AHA and the Agency Participant CC&Rs both remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

8. Capitalized terms shall have the meaning established under the AHA (including all Attachments thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

9. Persons having questions regarding this Notice of Affordability Restrictions, the AHA or the Attachments thereto (including the Agency Participant CC&Rs) should contact the Agency at its offices (14177 Frederick Street, Moreno Valley, or such other address as may be designated by the Agency from time to time).

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Henry T. Garcia, Executive Director

ATTEST:

By: _____
Jane Halstead Secretary

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Henry T. Garcia, Interim City Manager

ATTEST:

By: _____
Jane Halstead
City Clerk

MV RANCHO DORADO LIMITED PARTNERSHIP,
a California limited partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ronald H. Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)
By:
Danavon L. Horn
Its: President

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 36075, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 228, PAGES 58 THROUGH 62, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 486-070-007-4

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

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MV00096921

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00096929

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and

its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. An Affordable Housing Agreement has been drafted to establish the terms and conditions of the Agency's conditions of financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the resolutions consenting to the approval of Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

2. Decline to adopt the resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-26
Attachment B – Resolution RDA No. 2011-05
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00096933

REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MV00096935

REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00096936

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

MV00096937

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

MV00096940

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

MV00096941

STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

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1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

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and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

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Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

MV00096947

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00096963

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00096965

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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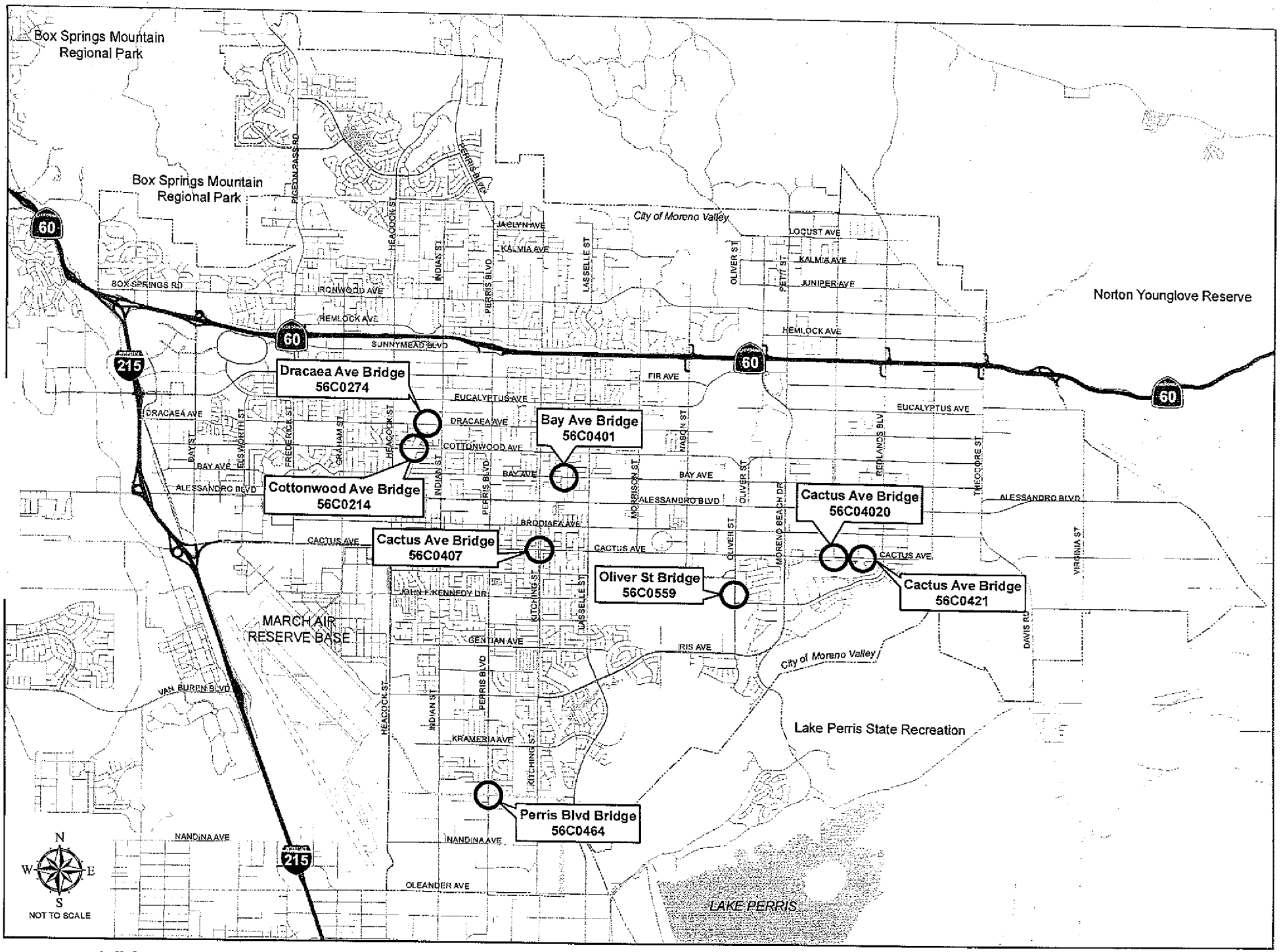

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00096971

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00096981

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00096985

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\CC Reports\NOA 3-08-11\Staff Report - Notice of Award (CC 03-08-11).doc

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	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

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MV00096993

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\Specifications\2 Agreement - Local Street Resurfacing - Phase I.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.5

MV00097000

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

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MV00097007

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097013

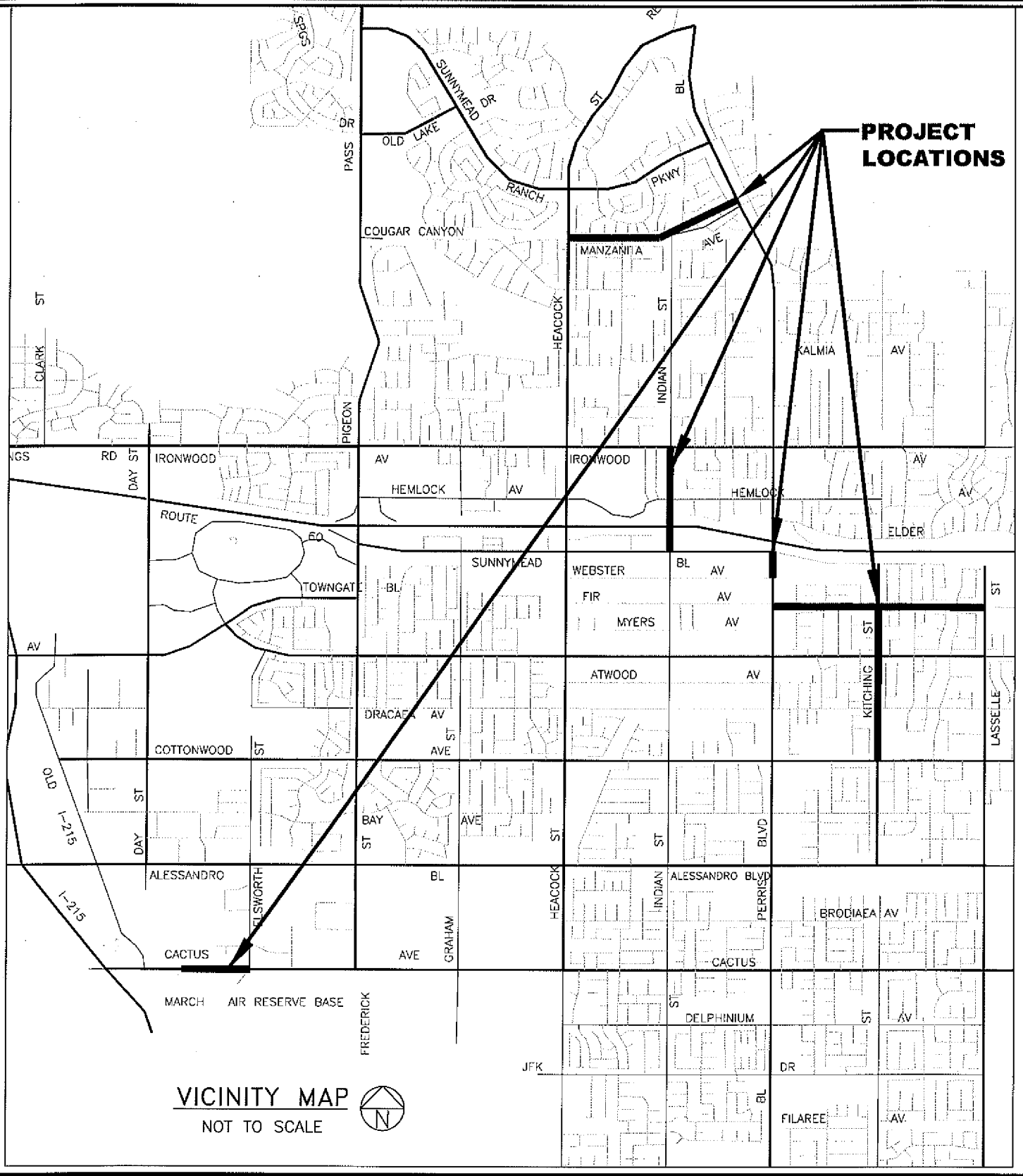

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

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MV00097015

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00097025

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
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Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00097029

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097035

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

.

Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00097059

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

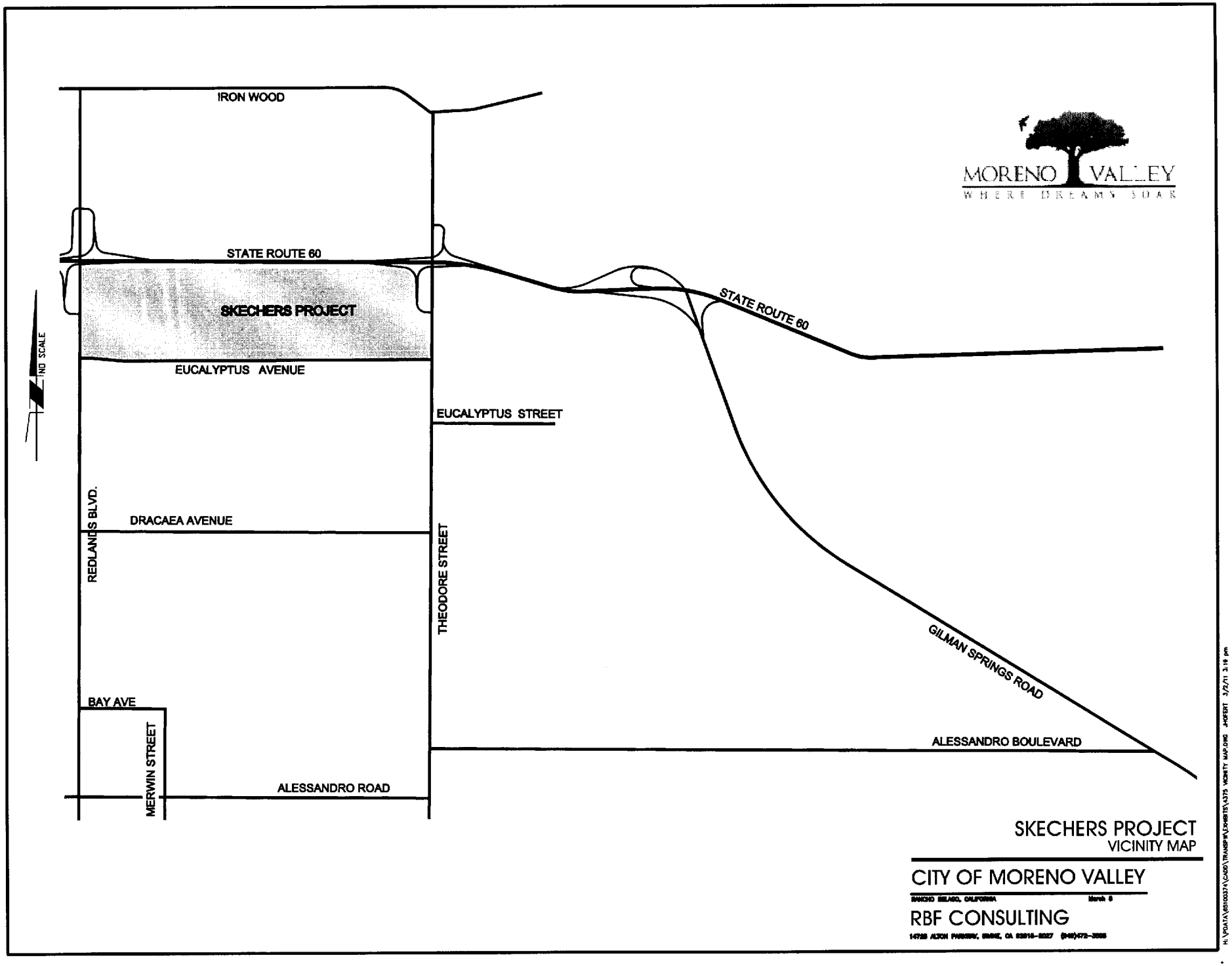
IRON WOOD
STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
EUCALYPTUS STREET
STATE ROUTE 60
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
MORENO VALLEY
WHERE DREAMS SOAR
SKECHERS PROJECT
VICINITY MAP
CITY OF MORENO VALLEY
RBF CONSULTING

EXHIBIT "A"

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MV00097065

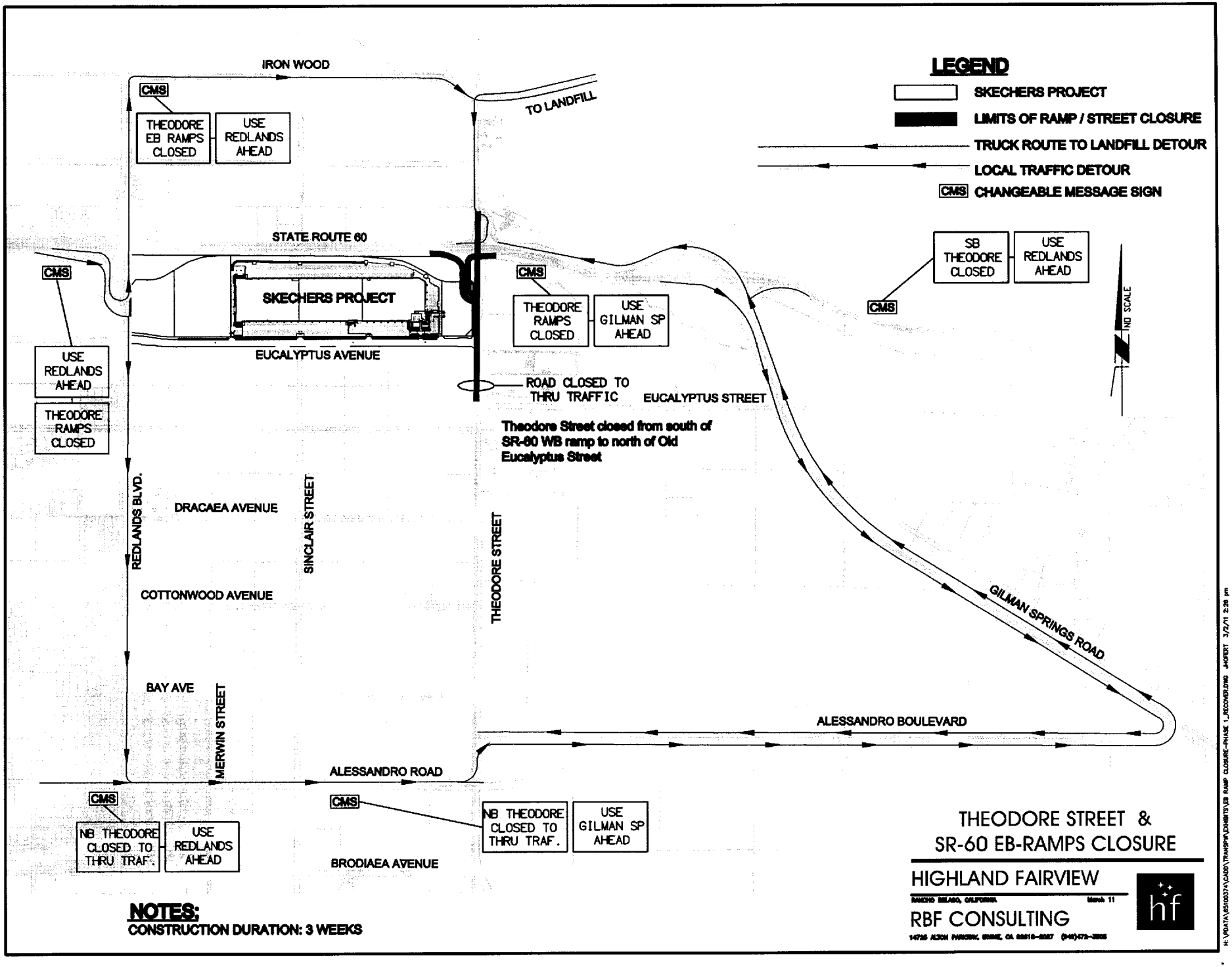

EXHIBIT "B"

Item No. A.8

MV00097066

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MV00097067

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

21317.00010\5864288.1

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

21317.00010\5864288.1

MV00097087

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00097089

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00097091

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

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MV00097093

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00097095

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00097097

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00097101

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00097119

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45

Section 8.02. Owners' Meetings 46

Section 8.03. Procedure for Amendment with Written Consent of Owners 47

Section 8.04. Disqualified Bonds 47

Section 8.05. Effect of Supplemental Agreement 47

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48

Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48

Section 9.02. Successor is Deemed Included in All References to Predecessor 48

Section 9.03. Discharge of Agreement 48

Section 9.04. Execution of Documents and Proof of Ownership by Owners 49

Section 9.05. Waiver of Personal Liability 50

Section 9.06. Notices to and Demands on City and Fiscal Agent 50

Section 9.07. Partial Invalidity 50

Section 9.08. Unclaimed Moneys 50

Section 9.09. Applicable Law 51

Section 9.10. Conflict with Act 51

Section 9.11. Conclusive Evidence of Regularity 51

Section 9.12. Payment on Business Day 51

Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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MV00097183

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

Best Best & Krieger LLP
San Diego, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds*[(1)*]	*Maximum Special Taxes from Developed Property*[(2)]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property*[(2)]	*Coverage Ratio from Maximum Net Special Taxes from Developed Property* *	*Maximum Special Taxes from all Taxable Property*[(2)]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property*[(2)]	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property* *
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*
(1) Interest on the Bonds is capitalized through September 1, 2011.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

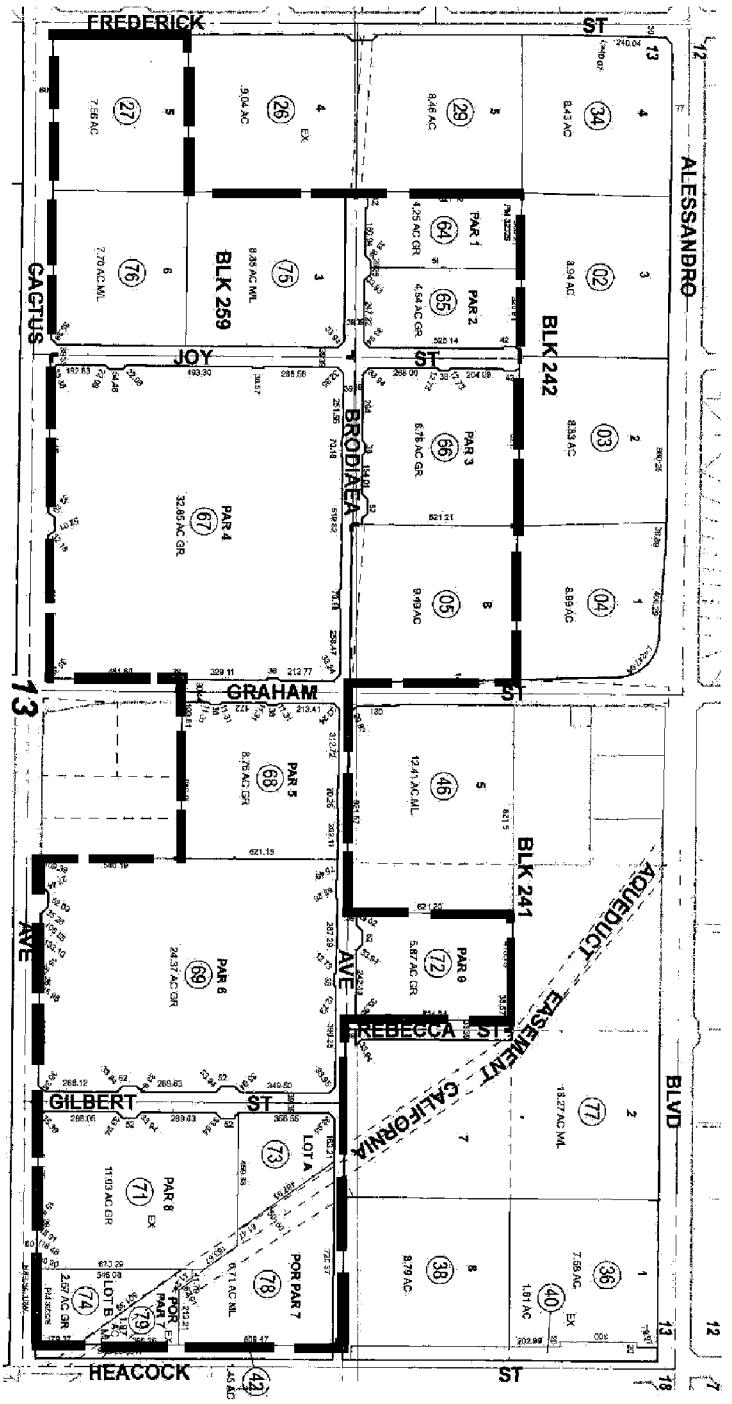

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00097301

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00097311

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE This e-mail message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or return e-mail, delete the message from your computer system, and return any hard copies to us at the following address via the U.S. Postal Service: Fieldman, Rolapp & Associates 19900 MacArthur Blvd., Suite 1100, Irvine CA 92612-2433

-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00097319

ATTACHMENT 7

-371-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST
MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00097320

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MV00097321

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097325

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00097329

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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MV00097333

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $62,499,971.

DISCUSSION

In consideration of the indebtedness in the amount of $62,499,971 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency pays a portion of its debt with cash fund balance and then encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The payment of a portion of debt shall be in the amount of $4,400,000. This payment shall be accomplished with existing Agency fund balance. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011- 02
Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097337

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Fifty-seven million, Two hundred eighty-three thousand, Six hundred seventy-five Dollars ($57,283,675)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount. The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment"), and proceeds from the sale of properties for which deeds of trust are recorded pursuant to Section 3 hereof, and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If this agreement is for any reason invalid the parties will be returned to their prior position.

8. The City agrees to release and reconvey from the deed(s) of trust property in the event such deed of trust is determined to violate material agreements of the Agency.

9. The Agency agrees to and shall take all action and shall refrain from taking any action with respect to the property acquired with the proceeds of bonds issued as obligations exempt from the payment of federal income tax ("Exempt Obligations"), as required in each case to preserve

the tax exempt status of interest payable with respect to such Exempt Obligations for federal tax purposes.

10. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"
LIST OF PROPERTIES

APN	SITE ADDRESS
291-191-001	Alessandro and Day vacant land
291-191-002	Alessandro and Day vacant land
291-191-003	Alessandro and Day vacant land
291-191-005	Alessandro and Day vacant land
291-191-006	Alessandro and Day vacant land
291-191-007	Alessandro and Day vacant land
291-191-008	Alessandro and Day vacant land
291-191-009	Alessandro and Day vacant land
291-191-010	Alessandro and Day vacant land
291-191-011	Alessandro and Day vacant land
291-191-012	Alessandro and Day vacant land
291-191-013	Alessandro and Day vacant land
297-140-046	Vacant Land adjacent Rec. Center
297-140-047	Recreation Center
479-070-044	Senior Center
481-270-058	Eucalyptus
481-130-022	24108 Fir Avenue
481-130-023	24124 Fir Avenue
481-250-002	24265 Meyers
481-250-003	24265 Meyers
482-020-058	24176 Atwood
482-020-056	24214 Atwood
482-161-021	Cottonwood and Indian
482-161-022	Cottonwood and Indian
482-161-024	Cottonwood and Indian
482-161-023	Cottonwood and Indian
485-032-013	24181 John F. Kennedy
Parcel #1	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #2	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #3	Northerly of Cactus Ave & Easterly of 215 Freeway

EXHIBIT B

SCHEDULE OF PAYMENTS

Moreno Vally Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

MV00097351

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the City Manager of the City of Moreno Valley on behalf of the City Council of the City pursuant to authority conferred by action of the City council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____

By: Henry T. Garcia
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

Exhibit "A"

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MV00097355

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

As part of its overall debt obligation to the City, the Agency should look to repay a portion of the amounts owed the City with existing Agency fund balance and then secure the remaining debt obligation with Agency owned properties. Staff recommends the Agency use $4,400,000 of the Agency's existing fund balance to partially repay a portion of the Agency debt obligation.

The undertaking and completion of the capital projects identified to be funded under the 2007 RDA Tax Allocation Bonds-Series A are important components to the City's Capital Improvement Plan. Many of the projects are presently under way with construction and several finishing construction plans necessary to start construction. To more effectively manage and construct these important capital improvement projects, staff is recommending that the remaining proceeds of the RDA Tax Allocation Bonds be moved to City where they will be held in a segregated account to expend the bond proceeds in a manner consistent with requirements and limitations applicable to the Series A Bonds, including with out limitation—the 2007A Indenture, authorized under Resolution No. RDA 2007-12. Attached to the Cooperative Agreement are the designated projects to be completed by the City as part of the RDA Tax Allocation Bonds-Series A.

In addition to the projects to be funded under the RDA Bonds, several more capital improvement projects shall be funded by the RDA through other funding commitments. These projects include the completion of the Sunnymead Boulevard improvements, street improvements at the NE corner of Eucalyptus/Day and future recreation/sports fields at Ironwood-Festival. Under the terms of the Cooperative Agreement the undertaking of these projects shall be accomplished by the City and funded through the Agency.

Please note that all of the designated public improvements have been identified through the Cooperative Agreement and the Agency shall be obligated to make payment to the City for the cost of such improvements. The obligations under the Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 et seq. of California Redevelopment Law.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 23
Attachment B – Resolution No. RDA 2011- 03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097359

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The freeing statements are true and correct.

Section 2. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

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MV00097363

RESOLUTION NO. RDA 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The foregoing statements are true and correct.

Section 2. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

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MV00097367

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

F. The Agency desires to repay, and the City desires to receive immediate repayment of, certain amounts owing by Agency to City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth an amount which the Agency will immediately repay to City (the "Immediate Repayment Amount", as more particularly described below), which Immediate Repayment Amount is a portion of the amounts due and owing by Agency to City prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of amounts as shall remain owing by Agency to City after repayment of the Immediate Repayment Amount, which remaining amount is referred to herein as the "Remaining Amount", as more fully described in Section 4, below. The schedule for repayment of the Remaining Accrued Amount is set forth at B-1 of Exhibit "B" hereto, the "Schedule of Payments"; and

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of activities and functions of the Agency under the Community Redevelopment Law ("Additional Activities"), and to establish a schedule for repayment of the Additional Amounts is set forth in Exhibit D and in the Schedule of Payments.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011, and further without regard to moneys payable by Agency in connection with its $22,500,000 Subordinate Tax Allocation Bonds (the "2007B Bonds"), the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Sixty-two million, Four-hundred ninety-nine thousand, Nine-hundred seventy-one Dollars ($62,499,971)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount in the amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount".

2. City has demanded immediate payment of and Agency agrees to immediately pay the City the amount of Eighty-three million, Nine-hundred twenty thousand, Three-hundred eighty-nine Dollars ($83,920,389)(the "Bond Amount", which Bond Amounts consists of proceeds of the Agency's 2007 Tax Allocation Refunding Bonds, Series A [the "2007A Bonds"], as issued pursuant

to an indenture of trust authorized by Resolution No. RDA 2007-12 of the Agency [the "2007A Indenture"]) and Four million, Four hundred thousand Dollars ($4,400,000)(the "Cash Amount" and, together with the Bond Amount, the "March Repayment Amount"). The March Repayment Amount is exclusive of payments under the 2007B Bonds which also are being made under separate action of the Agency and the City.

3. City agrees to hold the Bond Amount in a segregated account and to expend the Bond Amount in a manner consistent with the requirements and limitations applicable to the Series A Bonds, including without limitation, the 2007A Indenture.

4. The Base Amount less the March Repayment Amount constitutes the "Remaining Amount" for purposes of this Agreement. The Remaining Amount and Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount."

5. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

6. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

7. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

8. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the

Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

9. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements") together with additional activities (the "Additional Activities" and, together with the "Designated Public Improvements", the "Designated Activities and Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Activities and Public Improvements, together with interest at the rate set forth in Section 10, hereof and as set forth in Exhibits B-1, B-2 and B-3 of the Payment Schedules.

10. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the Schedule of Payments.

11. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

12. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT A
DESIGNATED PUBLIC IMPROVEMENTS

PROJECT	DESCRIPTION	OUTSTANDING AMOUNT[1]
2007 TAX ALLOCATION BONDS *		**$ 83,920,389**
▪ Day Street Improvements	Street Improvements	
▪ Indian Basin	Storm Water and Street Improvements	
▪ Ironwood Improvement	Street Improvements	
▪ SR 60/Nason Bridge	New Freeway Bridge Overcrossing	
▪ Auto Mall Upgrades	Street and Signage Improvements	
▪ Morrison Park Fire Station	New Fire Station	
▪ Moreno Beach/SR 60	New Freeway Ramps	
OTHER DESIGNATED PUBLIC IMPROVEMENTS		
▪ Robertson's Day Street Improvements	Street Improvements	**$ 840,000**
▪ Ironwood-Festival Multi-Use Fields	New Joint-Use Recreation & Sports Fields	**$ 10,320,000**
	Total	**$ 95,080,389**

[1] Amounts shown are outstanding obligations including principal and interest

* Includes establishing a re-prioritization of the projects funded with the 2007 RDA Tax Allocation Bonds

EXHIBIT B1

Moreno Valley Community Redevelopment Agency
2007 Tax Allocation Bonds
Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11	0	0	0	0
2011-12	210,000	2,043,484	2,253,484	5,676
2012-13	220,000	2,034,884	2,254,884	5,652
2013-14	230,000	2,025,884	2,255,884	5,627
2014-15	230,000	2,017,259	2,247,259	5,603
2015-16	235,000	2,009,121	2,244,121	5,581
2016-17	245,000	2,000,109	2,245,109	5,556
2017-18	250,000	1,990,209	2,240,209	5,528
2018-19	260,000	1,980,009	2,240,009	5,500
2019-20	265,000	1,969,509	2,234,509	5,471
2020-21	270,000	1,958,640	2,228,640	5,441
2021-22	285,000	1,947,015	2,232,015	5,408
2022-23	1,320,000	1,912,579	3,232,579	5,313
2023-24	1,370,000	1,853,374	3,223,374	5,148
2024-25	1,685,000	1,784,636	3,469,636	4,957
2025-26	1,755,000	1,707,236	3,462,236	4,742
2026-27	1,830,000	1,625,659	3,455,659	4,516
2027-28	1,915,000	1,539,284	3,454,284	4,276
2028-29	2,000,000	1,445,000	3,445,000	4,014
2029-30	2,095,000	1,342,625	3,437,625	3,730
2030-31	2,200,000	1,235,250	3,435,250	3,431
2031-32	2,470,000	1,118,500	3,588,500	3,107
2032-33	2,595,000	991,875	3,586,875	2,755
2033-34	2,725,000	858,875	3,583,875	2,386
2034-35	2,859,999	719,250	3,579,249	1,998
2035-36	3,005,000	572,625	3,577,625	1,591
2036-37	3,155,000	418,625	3,573,625	1,163
2037-38	3,315,000	256,874	3,571,874	714
2038-39	3,480,000	87,000	3,567,000	242
Total	42,474,999	41,445,388	83,920,387	

EXHIBIT B2

Moreno Valley Community Redevelopment Agency
Designated Public Improvements
Robertson's Day Street Improvements
Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11				
2011-12		24,500	374,500	68
2012-13	0	24,500	399,000	68
2013-14	0	24,500	423,500	68
2014-15	0	24,500	448,000	68
2015-16	0	24,500	472,500	68
2016-17	0	24,500	497,000	68
2017-18	0	24,500	521,500	68
2018-19	0	24,500	546,000	68
2019-20	0	24,500	570,500	68
2020-21	0	24,500	595,000	68
2021-22	0	24,500	619,500	68
2022-23	0	24,500	644,000	68
2023-24	0	24,500	668,500	68
2024-25	0	24,500	693,000	68
2025-26	0	24,500	717,500	68
2026-27	0	24,500	742,000	68
2027-28	0	24,500	766,500	68
2028-29	0	24,500	791,000	68
2028-29	0	24,500	815,500	68
2030-31	350,000	24,500	840,000	68
Total	350,000	490,000	840,000	

EXHIBIT B3

Moreno Valley Community Redevelopment Agency
Designated Public Improvements
Ironwood-Festival Multi-Use Fields
Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11				
2011-12	0	301,000	4,601,000	836
2012-13	0	301,000	4,902,000	836
2013-14	0	301,000	5,203,000	836
2014-15	0	301,000	5,504,000	836
2015-16	0	301,000	5,805,000	836
2016-17	0	301,000	6,106,000	836
2017-18	0	301,000	6,407,000	836
2018-19	0	301,000	6,708,000	836
2019-20	0	301,000	7,009,000	836
2020-21	0	301,000	7,310,000	836
2021-22	0	301,000	7,611,000	836
2022-23	0	301,000	7,912,000	836
2023-24	0	301,000	8,213,000	836
2024-25	0	301,000	8,514,000	836
2025-26	0	301,000	8,815,000	836
2026-27	0	301,000	9,116,000	836
2027-28	0	301,000	9,417,000	836
2028-29	0	301,000	9,718,000	836
2028-29	0	301,000	10,019,000	836
2030-31	4,300,000	301,000	10,320,000	836
Total	4,300,000	6,020,000	10,320,000	

EXHIBIT C

RDA Obligations

	Outstanding as of 3/1/11			Master Payment Schedule		
Project	Prin	Accrued Int @ 3/1/11	Tot	Prin	Int	Tot
Public Safety Building Bond	1,424,225	32,556	1,456,781	1,424,225	375,775	1,800,000
Conference and Recreation Center	31,169,830	298,513	31,468,343	31,169,830	5,100,490	36,270,320
2005 Lease Revenue Bonds-Sunnymead Blv	8,293,140	199,799	8,492,939	8,293,140	6,036,916	14,330,056
Sears Mall Note	13,000,000	4,489,368	17,489,368	14,035,981	18,850,000	32,885,981
Cactus/Day/Old 215 Property	2,360,000	283,260	2,643,260	2,360,500	5,665,200	8,025,700
Subtotal	56,247,195	5,303,496	61,550,691	57,283,676	36,028,381	93,312,057
City Loan 1	518,520	248,890	767,410			0
City Loan 2	133,728	48,142	181,870			0
	$ 56,899,443	$ 5,600,528	$ 62,499,971	$ 57,283,676	$ 36,028,381	$ 93,312,057

EXHIBIT D

SCHEDULE OF PAYMENTS

Moreno Valley Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

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MV00097379

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097383

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00097391

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: AGENCY MEMBERS:
NOES: AGENCY MEMBERS:
ABSENT: AGENCY MEMBERS:
ABSTAIN: AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

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MV00097399

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097403

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00097411

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. A Conditional Commitment Letter Agreement has been drafted to establish the terms and conditions of the Agency and City financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the Commitment Agreement by and between the Agency and City with Rancho Belago Developers Inc.
2. Decline to adopt the Agreement, thereby not supporting the development of the affordable housing project.

FISCAL IMPACT

The approval of the Commitment Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MV00097445

REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00097446

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

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Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

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STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

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Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

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1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

MV00097454

and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

MV00097456

Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

MV00097457

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00097473

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097475

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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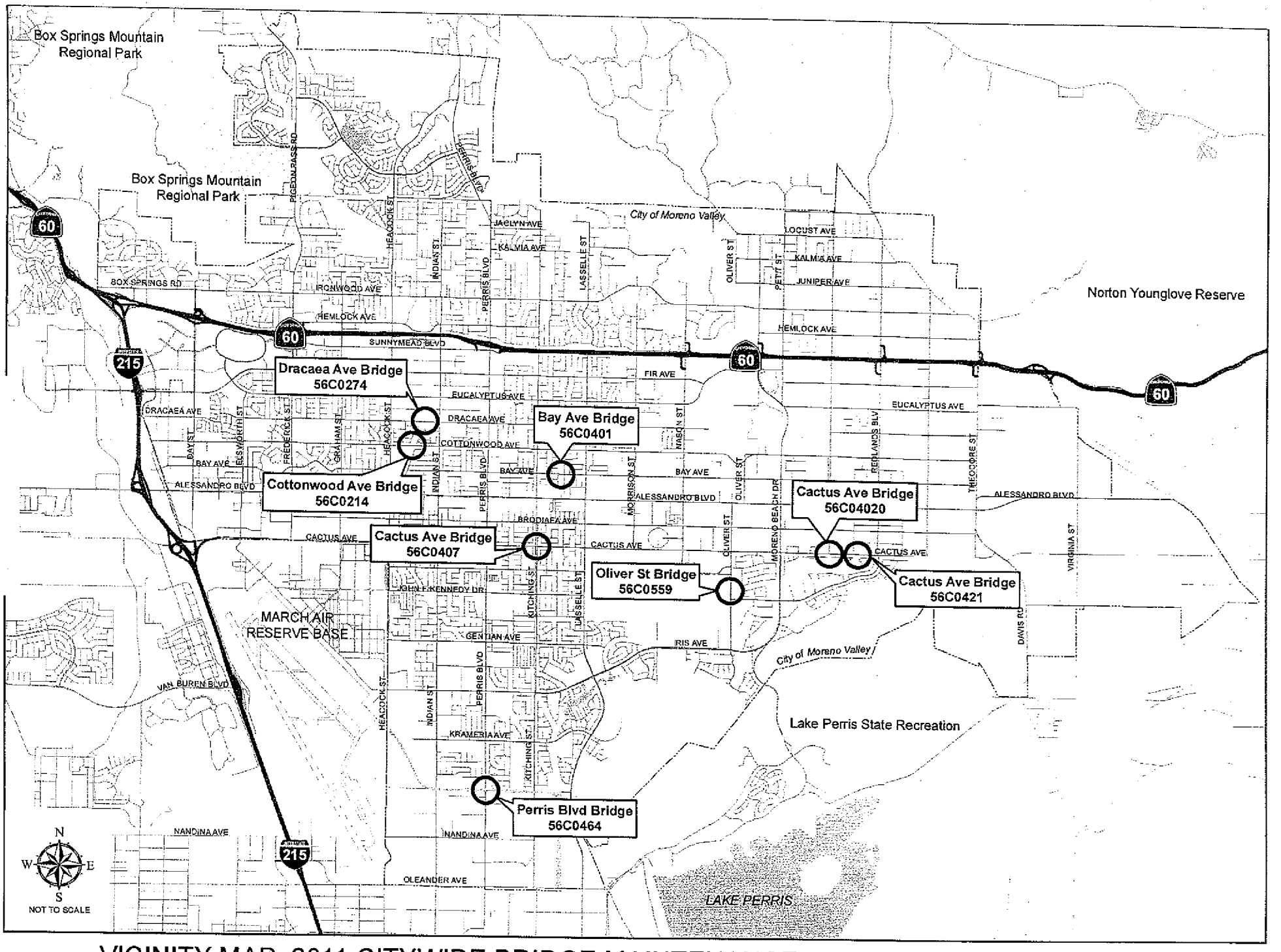

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00097481

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Viren - 11-22679828 - 2011 Bridge Maintenance Program\Construction\Contractor\Agreement\Agreement - 2011 Bridge.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00097491

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
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- Securely attach this document to the signed document.

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MV00097495

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\CC Reports\NOA 3-08-11\Staff Report - Notice of Award (CC 03-08-11).doc

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MV00097501

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

MV00097502

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MV00097503

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00097510

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00097517

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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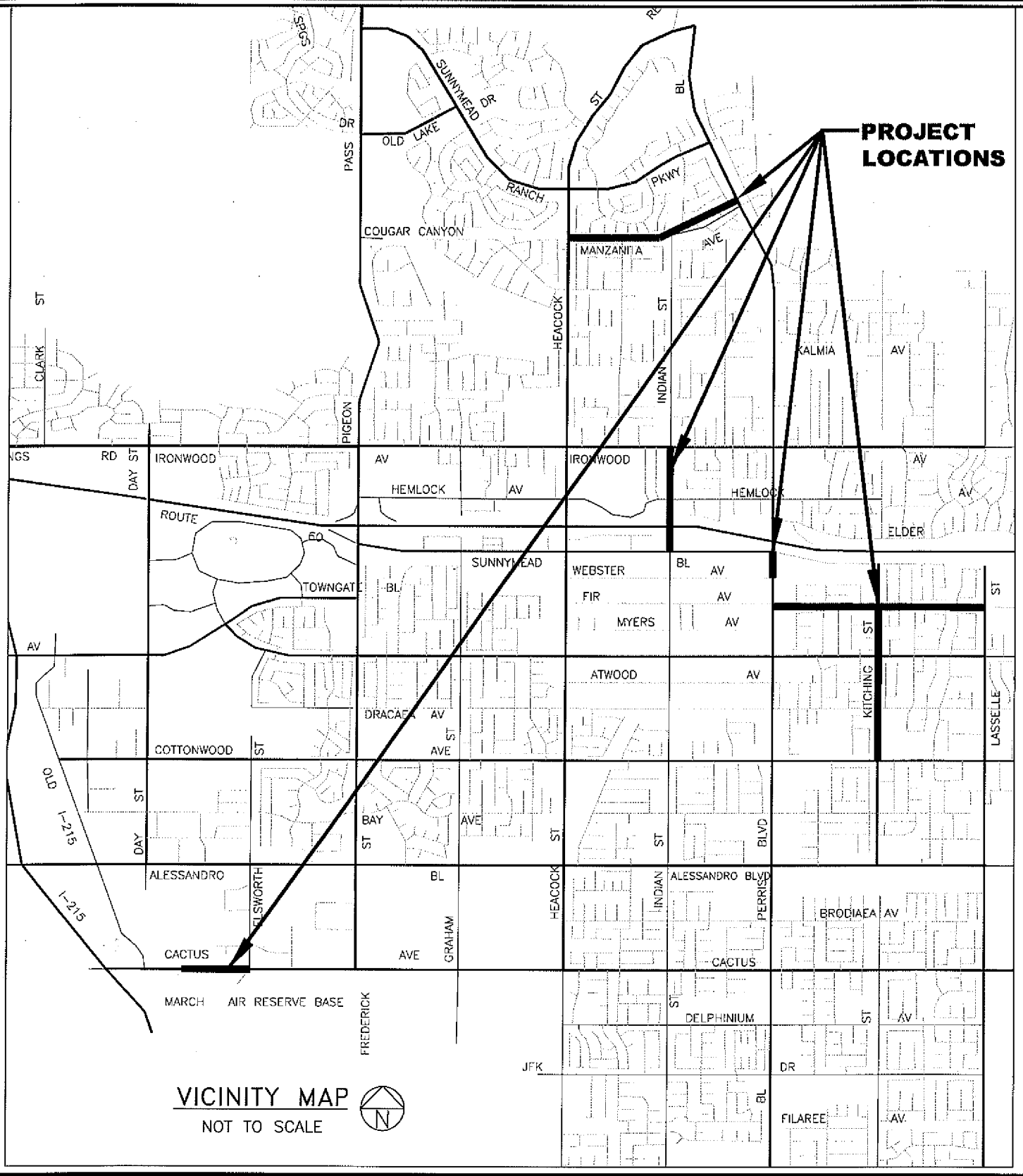

LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

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MV00097525

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

MV00097535

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages _____

Document Date _____

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Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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MV00097539

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097545

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

.

Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00097569

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

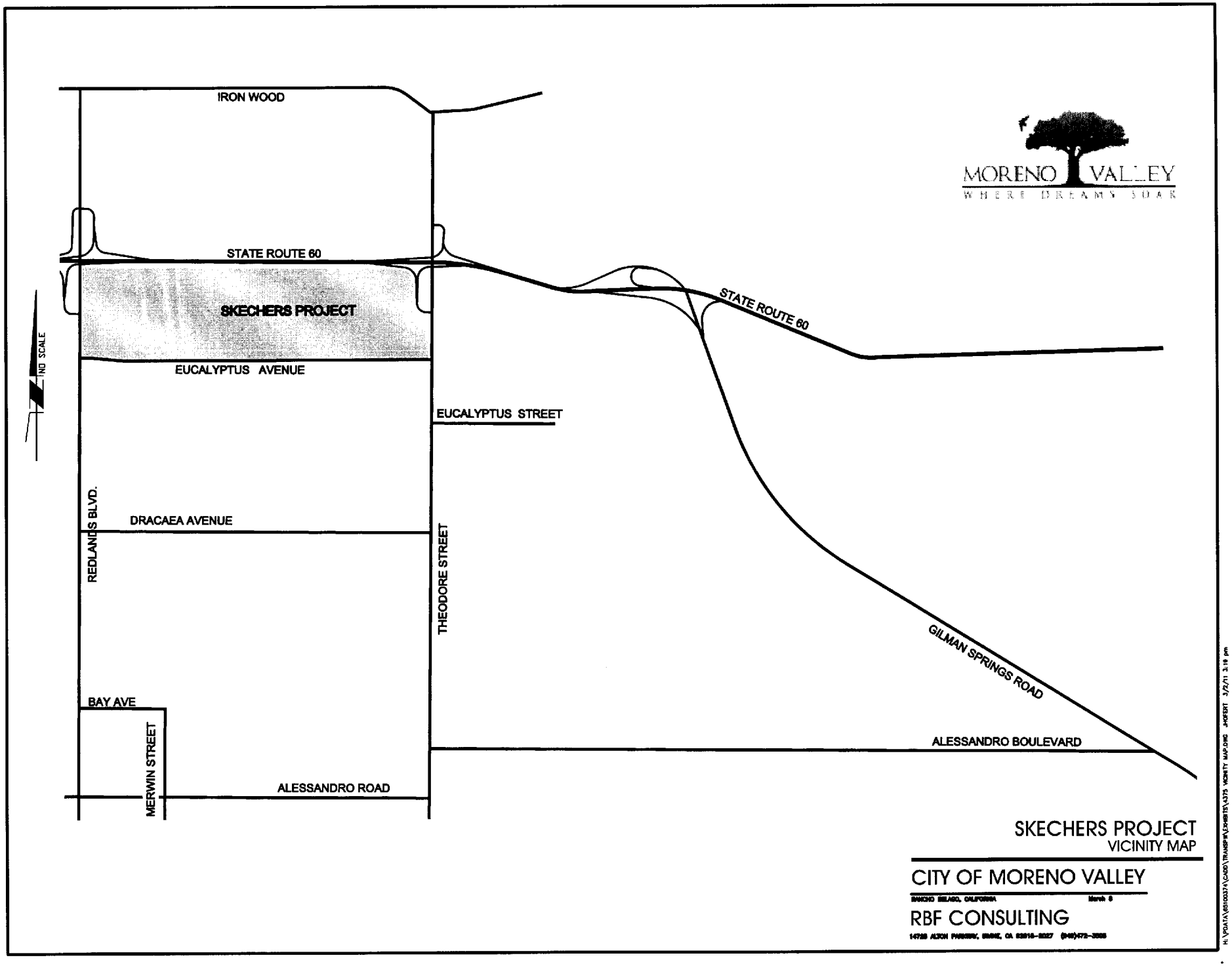

EXHIBIT "A"

Item No. A.8

MV00097574

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MV00097575

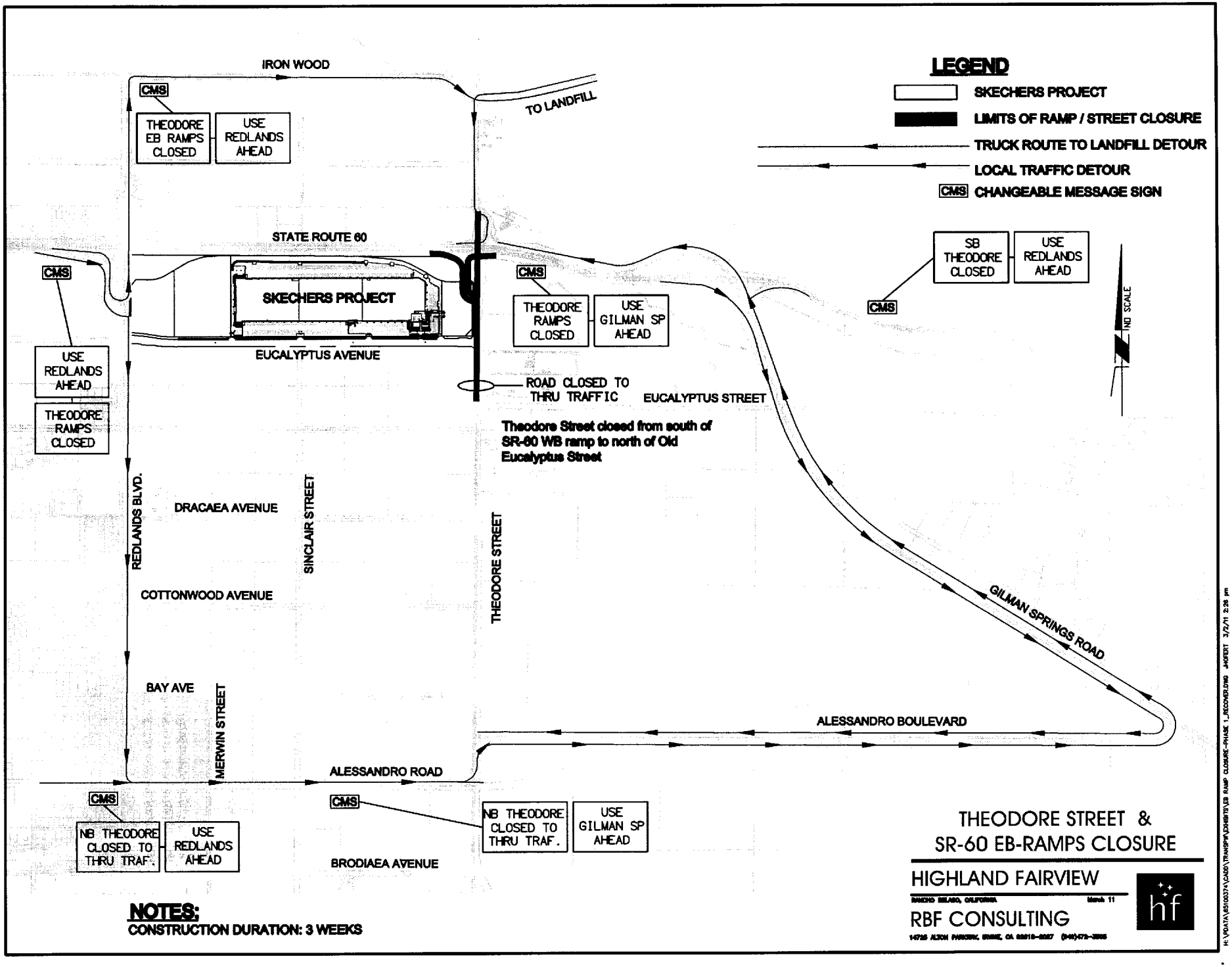

EXHIBIT "B"

Item No. A.8

MV00097576

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MV00097577

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

21317.00010\5864288.1

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

21317.00010\5864288.1

MV00097597

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00097599

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00097601

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

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MV00097603

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00097605

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00097607

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00097611

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00097629

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) <u>U.S. Export-Import Bank</u>
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) <u>Farmers Home Administration</u>
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45
Section 8.02. Owners' Meetings 46
Section 8.03. Procedure for Amendment with Written Consent of Owners 47
Section 8.04. Disqualified Bonds 47
Section 8.05. Effect of Supplemental Agreement 47
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48
Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48
Section 9.02. Successor is Deemed Included in All References to Predecessor 48
Section 9.03. Discharge of Agreement 48
Section 9.04. Execution of Documents and Proof of Ownership by Owners 49
Section 9.05. Waiver of Personal Liability 50
Section 9.06. Notices to and Demands on City and Fiscal Agent 50
Section 9.07. Partial Invalidity 50
Section 9.08. Unclaimed Moneys 50
Section 9.09. Applicable Law 51
Section 9.10. Conflict with Act 51
Section 9.11. Conclusive Evidence of Regularity 51
Section 9.12. Payment on Business Day 51
Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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MV00097693

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

Best Best & Krieger LLP
San Diego, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds*[1]*	*Maximum Special Taxes from Developed Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from Developed Property**	*Maximum Special Taxes from all Taxable Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property**
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*
(1) Interest on the Bonds is capitalized through September 1, 2011.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

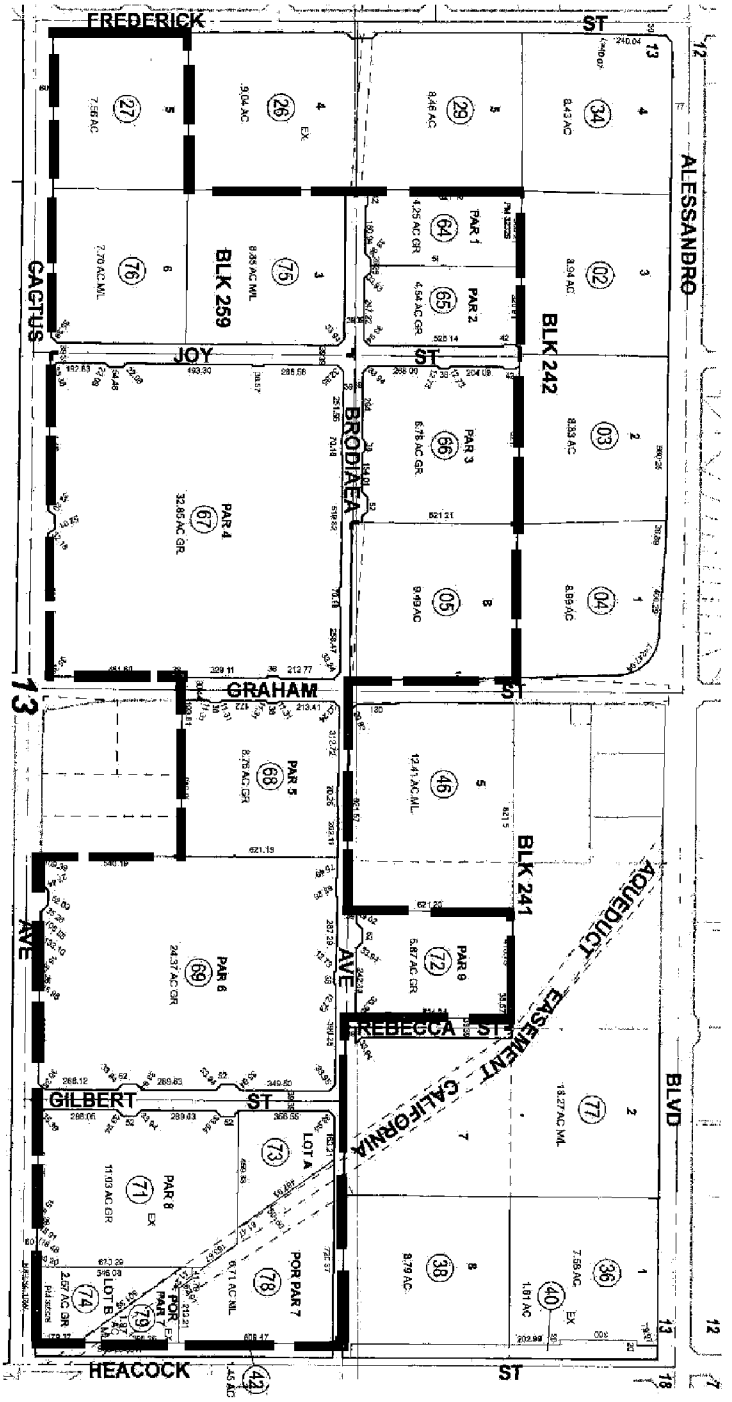

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00097811

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00097821

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

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-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00097829

ATTACHMENT 7

-371-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST
MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00097830

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MV00097831

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097835

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00097839

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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MV00097843

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.5 - COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $62,499,971.

DISCUSSION

In consideration of the indebtedness in the amount of $62,499,971 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency pays a portion of its debt with cash fund balance and then encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The payment of a portion of debt shall be in the amount of $4,400,000. This payment shall be accomplished with existing Agency fund balance. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011- 02
Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Fifty-seven million, Two hundred eighty-three thousand, Six hundred seventy-five Dollars ($57,283,675)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount. The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment"), and proceeds from the sale of properties for which deeds of trust are recorded pursuant to Section 3 hereof, and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If this agreement is for any reason invalid the parties will be returned to their prior position.

8. The City agrees to release and reconvey from the deed(s) of trust property in the event such deed of trust is determined to violate material agreements of the Agency.

9. The Agency agrees to and shall take all action and shall refrain from taking any action with respect to the property acquired with the proceeds of bonds issued as obligations exempt from the payment of federal income tax ("Exempt Obligations"), as required in each case to preserve

the tax exempt status of interest payable with respect to such Exempt Obligations for federal tax purposes.

10. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"
LIST OF PROPERTIES

APN	SITE ADDRESS
291-191-001	Alessandro and Day vacant land
291-191-002	Alessandro and Day vacant land
291-191-003	Alessandro and Day vacant land
291-191-005	Alessandro and Day vacant land
291-191-006	Alessandro and Day vacant land
291-191-007	Alessandro and Day vacant land
291-191-008	Alessandro and Day vacant land
291-191-009	Alessandro and Day vacant land
291-191-010	Alessandro and Day vacant land
291-191-011	Alessandro and Day vacant land
291-191-012	Alessandro and Day vacant land
291-191-013	Alessandro and Day vacant land
297-140-046	Vacant Land adjacent Rec. Center
297-140-047	Recreation Center
479-070-044	Senior Center
481-270-058	Eucalyptus
481-130-022	24108 Fir Avenue
481-130-023	24124 Fir Avenue
481-250-002	24265 Meyers
481-250-003	24265 Meyers
482-020-058	24176 Atwood
482-020-056	24214 Atwood
482-161-021	Cottonwood and Indian
482-161-022	Cottonwood and Indian
482-161-024	Cottonwood and Indian
482-161-023	Cottonwood and Indian
485-032-013	24181 John F. Kennedy
Parcel #1	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #2	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #3	Northerly of Cactus Ave & Easterly of 215 Freeway

EXHIBIT B

SCHEDULE OF PAYMENTS

Moreno Vally Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

MV00097861

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the City Manager of the City of Moreno Valley on behalf of the City Council of the City pursuant to authority conferred by action of the City council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____

By: Henry T. Garcia
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

Exhibit "A"

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MV00097865

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.6 - COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

As part of its overall debt obligation to the City, the Agency should look to repay a portion of the amounts owed the City with existing Agency fund balance and then secure the remaining debt obligation with Agency owned properties. Staff recommends the Agency use $4,400,000 of the Agency's existing fund balance to partially repay a portion of the Agency debt obligation.

The undertaking and completion of the capital projects identified to be funded under the 2007 RDA Tax Allocation Bonds-Series A are important components to the City's Capital Improvement Plan. Many of the projects are presently under way with construction and several finishing construction plans necessary to start construction. To more effectively manage and construct these important capital improvement projects, staff is recommending that the remaining proceeds of the RDA Tax Allocation Bonds be moved to City where they will be held in a segregated account to expend the bond proceeds in a manner consistent with requirements and limitations applicable to the Series A Bonds, including with out limitation—the 2007A Indenture, authorized under Resolution No. RDA 2007-12. Attached to the Cooperative Agreement are the designated projects to be completed by the City as part of the RDA Tax Allocation Bonds-Series A.

In addition to the projects to be funded under the RDA Bonds, several more capital improvement projects shall be funded by the RDA through other funding commitments. These projects include the completion of the Sunnymead Boulevard improvements, street improvements at the NE corner of Eucalyptus/Day and future recreation/sports fields at Ironwood-Festival. Under the terms of the Cooperative Agreement the undertaking of these projects shall be accomplished by the City and funded through the Agency.

Please note that all of the designated public improvements have been identified through the Cooperative Agreement and the Agency shall be obligated to make payment to the City for the cost of such improvements. The obligations under the Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 et seq. of California Redevelopment Law.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 23
Attachment B – Resolution No. RDA 2011- 03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The freeing statements are true and correct.

Section 2. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

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MV00097873

RESOLUTION NO. RDA 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The foregoing statements are true and correct.

Section 2. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

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MV00097877

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

F. The Agency desires to repay, and the City desires to receive immediate repayment of, certain amounts owing by Agency to City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth an amount which the Agency will immediately repay to City (the "Immediate Repayment Amount", as more particularly described below), which Immediate Repayment Amount is a portion of the amounts due and owing by Agency to City prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of amounts as shall remain owing by Agency to City after repayment of the Immediate Repayment Amount, which remaining amount is referred to herein as the "Remaining Amount", as more fully described in Section 4, below. The schedule for repayment of the Remaining Accrued Amount is set forth at Exhibit "D" hereto, the "Schedule of Payments"; and

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of activities and functions of the Agency under the Community Redevelopment Law ("Additional Activities"), and to establish a schedule for repayment of the Additional Amounts is set forth in the Schedule of Payments.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011, and further without regard to moneys payable by Agency in connection with its $22,500,000 Subordinate Tax Allocation Bonds (the "2007B Bonds"), which amounts the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Sixty-Two Million Four Hundred Ninety-Nine Thousand Nine Hundred Seventy-One Dollars ($62,499,971)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest shall accrue ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount". Agency agrees to immediately disburse to City the sum of Four Million Four Hundred Thousand Dollars ($4,400,000)(the "Cash Amount").

2. City has requested and Agency agrees to transfer to City for administration all remaining proceeds of the Agency's 2007 Tax Allocation Refunding Bonds, Series A (the "2007A Bonds", as issued pursuant to an indenture of trust authorized by Resolution No. RDA 2007-12 of the

Agency [the "2007A Indenture"]); the amount of such remaining proceeds is referred to herein as the "Bond Amount."

3. City agrees to hold the Bond Amount in a segregated account and to expend the Bond Amount in a manner consistent with the requirements and limitations applicable to the Series A Bonds, including without limitation, the 2007A Indenture.

4. The Base Amount less those amounts being immediately repaid hereunder constitutes the "Remaining Amount" for purposes of this Agreement. Remaining Amount and accruing interest thereon ("Accruing Interest"), as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount."

5. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

6. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

7. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

8. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

9. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements") together with additional activities (the "Additional Activities" and, together with the "Designated Public Improvements", the "Designated Activities and Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Activities and Public Improvements, together with interest at the rate set forth in Section 10, hereof and as set forth at B of the Schedule of Payments.

10. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the Schedule of Payments.

11. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

12. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT A
DESIGNATED PUBLIC IMPROVEMENTS

PROJECT	DESCRIPTION	OUTSTANDING AMOUNT[1]
2007 TAX ALLOCATION BONDS *		**$ 83,920,389**
▪ Day Street Improvements	Street Improvements	
▪ Indian Basin	Storm Water and Street Improvements	
▪ Ironwood Improvement	Street Improvements	
▪ SR 60/Nason Bridge	New Freeway Bridge Overcrossing	
▪ Auto Mall Upgrades	Street and Signage Improvements	
▪ Morrison Park Fire Station	New Fire Station	
▪ Moreno Beach/SR 60	New Freeway Ramps	
OTHER DESIGNATED PUBLIC IMPROVEMENTS		
▪ Robertson's Day Street Improvements	Street Improvements	**$ 840,000**
▪ Ironwood-Festival Multi-Use Fields	New Joint-Use Recreation & Sports Fields	**$ 10,320,000**
	Total	**$ 95,080,389**

[1] Amounts shown are outstanding obligations including principal and interest

* Includes establishing a re-prioritization of the projects funded with the 2007 RDA Tax Allocation Bonds

EXHIBIT B

Moreno Valley Community Redevelopment Agency
Designated Public Improvements
Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11				
2011-12		325,500	4,975,500	904
2012-13	0	325,500	5,301,000	904
2013-14	0	325,500	5,626,500	904
2014-15	0	325,500	5,952,000	904
2015-16	0	325,500	6,277,500	904
2016-17	0	325,500	6,603,000	904
2017-18	0	325,500	6,928,500	904
2018-19	0	325,500	7,254,000	904
2019-20	0	325,500	7,579,500	904
2020-21	0	325,500	7,905,000	904
2021-22	0	325,500	8,230,500	904
2022-23	0	325,500	8,556,000	904
2023-24	0	325,500	8,881,500	904
2024-25	0	325,500	9,207,000	904
2025-26	0	325,500	9,532,500	904
2026-27	0	325,500	9,858,000	904
2027-28	0	325,500	10,183,500	904
2028-29	0	325,500	10,509,000	904
2028-29	0	325,500	10,834,500	904
2030-31	4,650,000	325,500	11,160,000	904
Total	4,650,000	6,510,000	11,160,000	

EXHIBIT C

RDA Obligations

	Outstanding as of 3/1/11			Master Payment Schedule		
Project	Prin	Accrued Int @ 3/1/11	Tot	Prin	Int	Tot
Public Safety Building Bond	1,424,225	32,556	1,456,781	1,424,225	375,775	1,800,000
Conference and Recreation Center	31,169,830	298,513	31,468,343	31,169,830	5,100,490	36,270,320
2005 Lease Revenue Bonds-Sunnymead Blv	8,293,140	199,799	8,492,939	8,293,140	6,036,916	14,330,056
Sears Mall Note	13,000,000	4,489,368	17,489,368	14,035,981	18,850,000	32,885,981
Cactus/Day/Old 215 Property	2,360,000	283,260	2,643,260	2,360,500	5,665,200	8,025,700
Subtotal	56,247,195	5,303,496	61,550,691	57,283,676	36,028,381	93,312,057
City Loan 1	518,520	248,890	767,410			0
City Loan 2	133,728	48,142	181,870			0
	$ 56,899,443	$ 5,600,528	$ 62,499,971	$ 57,283,676	$ 36,028,381	$ 93,312,057

EXHIBIT D

SCHEDULE OF PAYMENTS

Moreno Valley Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

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MV00097887

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.7 - AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

cc: Agenda packet distribution list

Attached is the updated Affordable Housing Agreement for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00097899

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: AGENCY MEMBERS:
NOES: AGENCY MEMBERS:
ABSENT: AGENCY MEMBERS:
ABSTAIN: AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

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MV00097907

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097911

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00097919

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.9 - CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS, INC.

cc: Agenda packet distribution list

Attached is the updated staff report and amendment for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. A Conditional Commitment Letter Agreement has been drafted to establish the terms and conditions of the Agency and City financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the Commitment Agreement by and between the Agency and City with Rancho Belago Developers Inc.
2. Decline to adopt the Agreement, thereby not supporting the development of the affordable housing project.

FISCAL IMPACT

The approval of the Commitment Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097923

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MV00097955

REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00097956

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

MV00097957

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

MV00097961

STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

MV00097962

Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

MV00097963

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

MV00097964

and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

MV00097965

California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

MV00097966

Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

MV00097967

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MV00097968

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00097983

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00097985

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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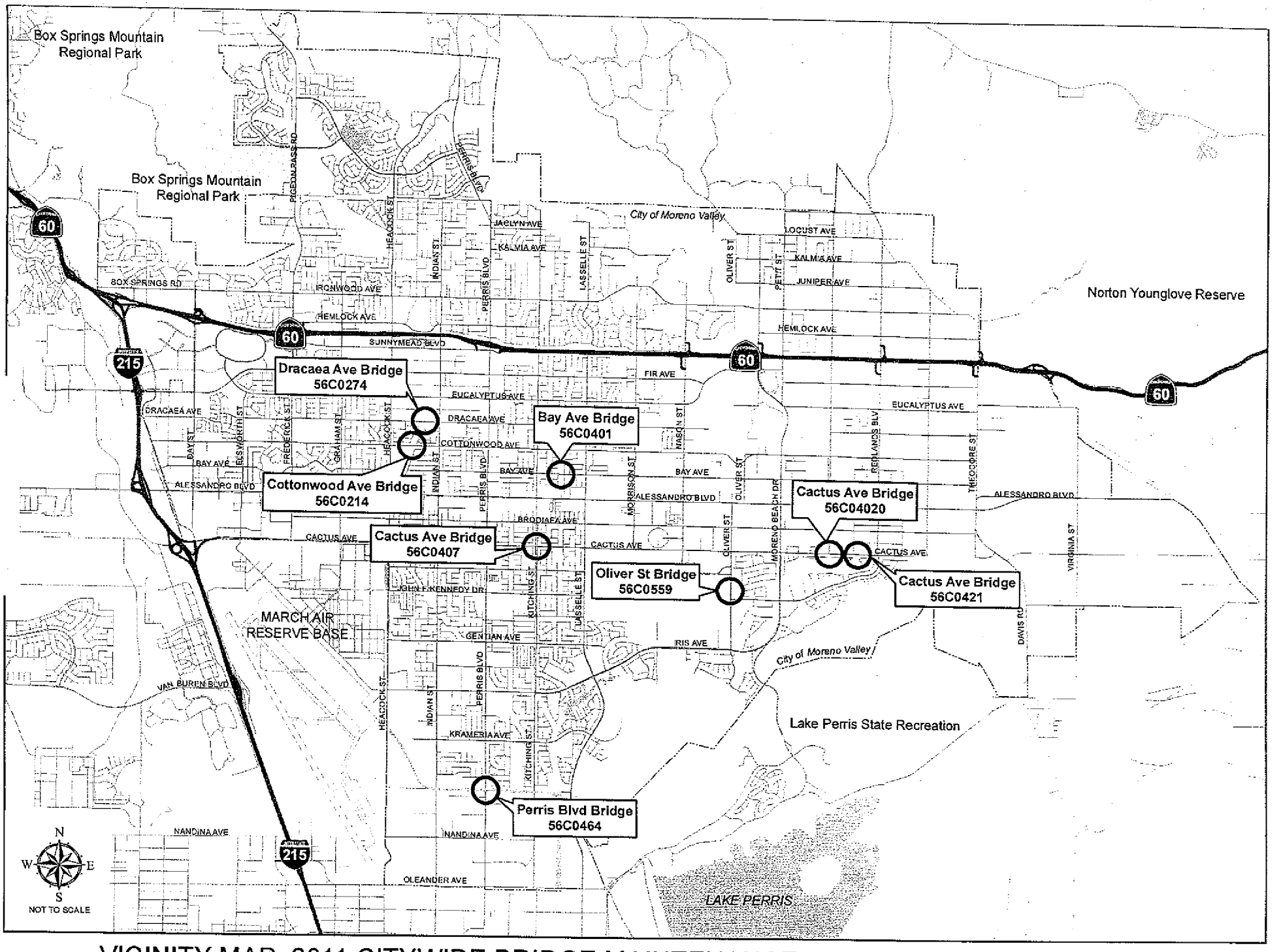

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00097991

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00098001

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment “A” – Location Map
Attachment “B” – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\CC Reports\NOA 3-08-11\Staff Report - Notice of Award (CC 03-08-11).doc

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	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

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MV00098013

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\Specifications\2 Agreement - Local Street Resurfacing - Phase I.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.5

MV00098020

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

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MV00098027

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\CC Reports\3-8-11 Notice of Award.doc

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MV00098033

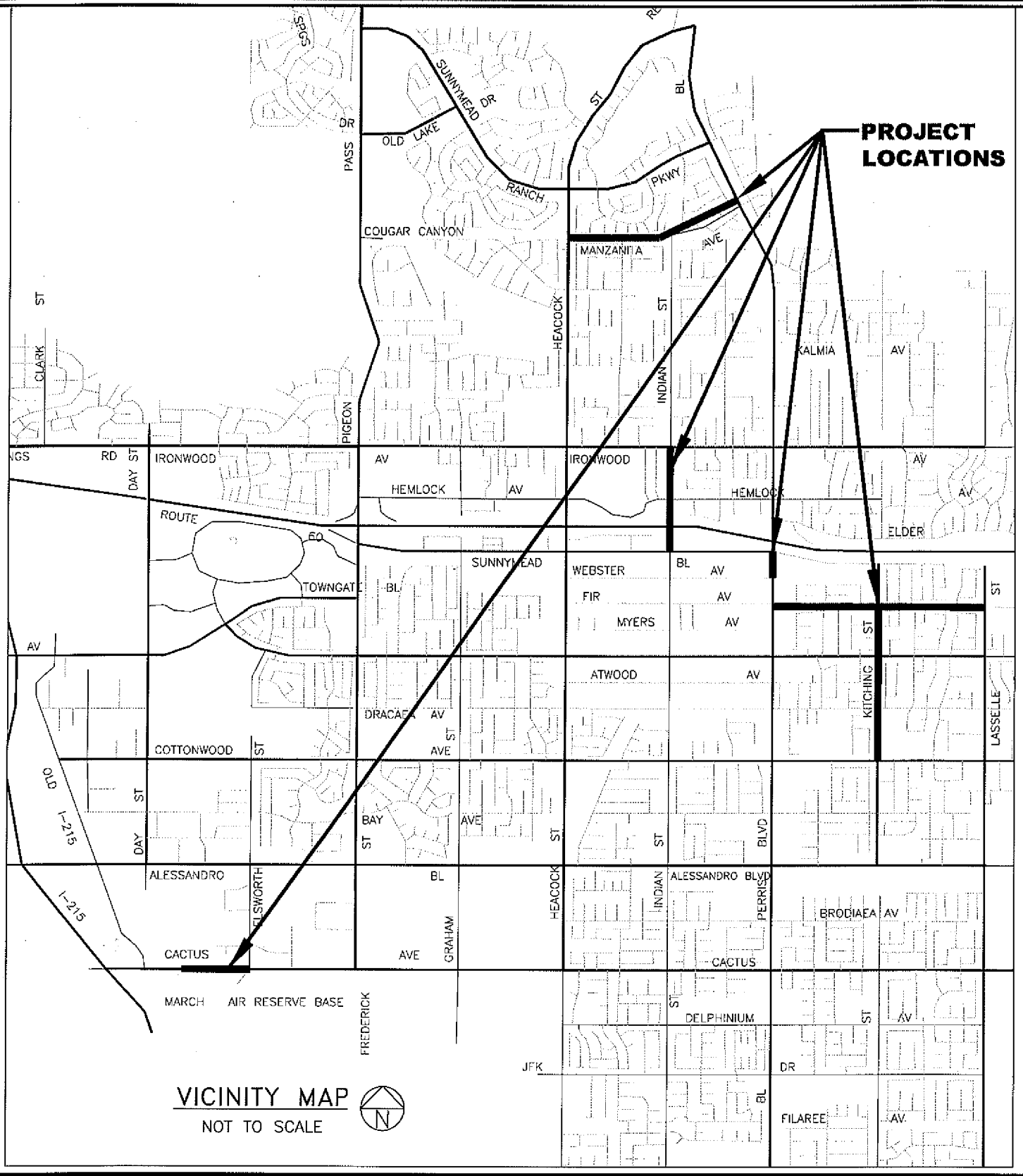

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

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MV00098035

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00098045

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00098049

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00098055

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

.

Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00098079

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

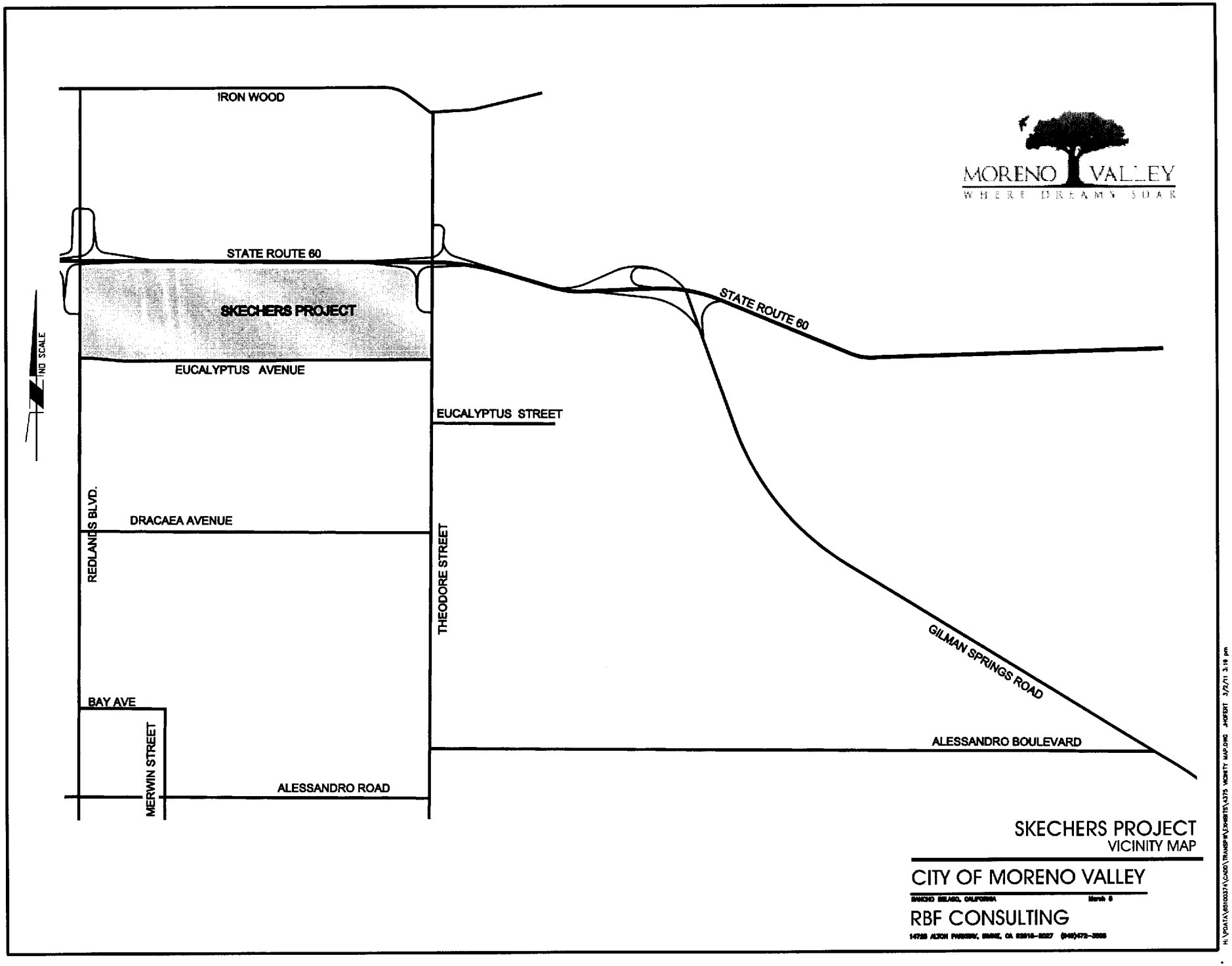
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STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
EUCALYPTUS STREET
STATE ROUTE 60
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
MORENO VALLEY
WHERE DREAMS SOAR
SKECHERS PROJECT
VICINITY MAP
CITY OF MORENO VALLEY
RBF CONSULTING

EXHIBIT "A"

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MV00098085

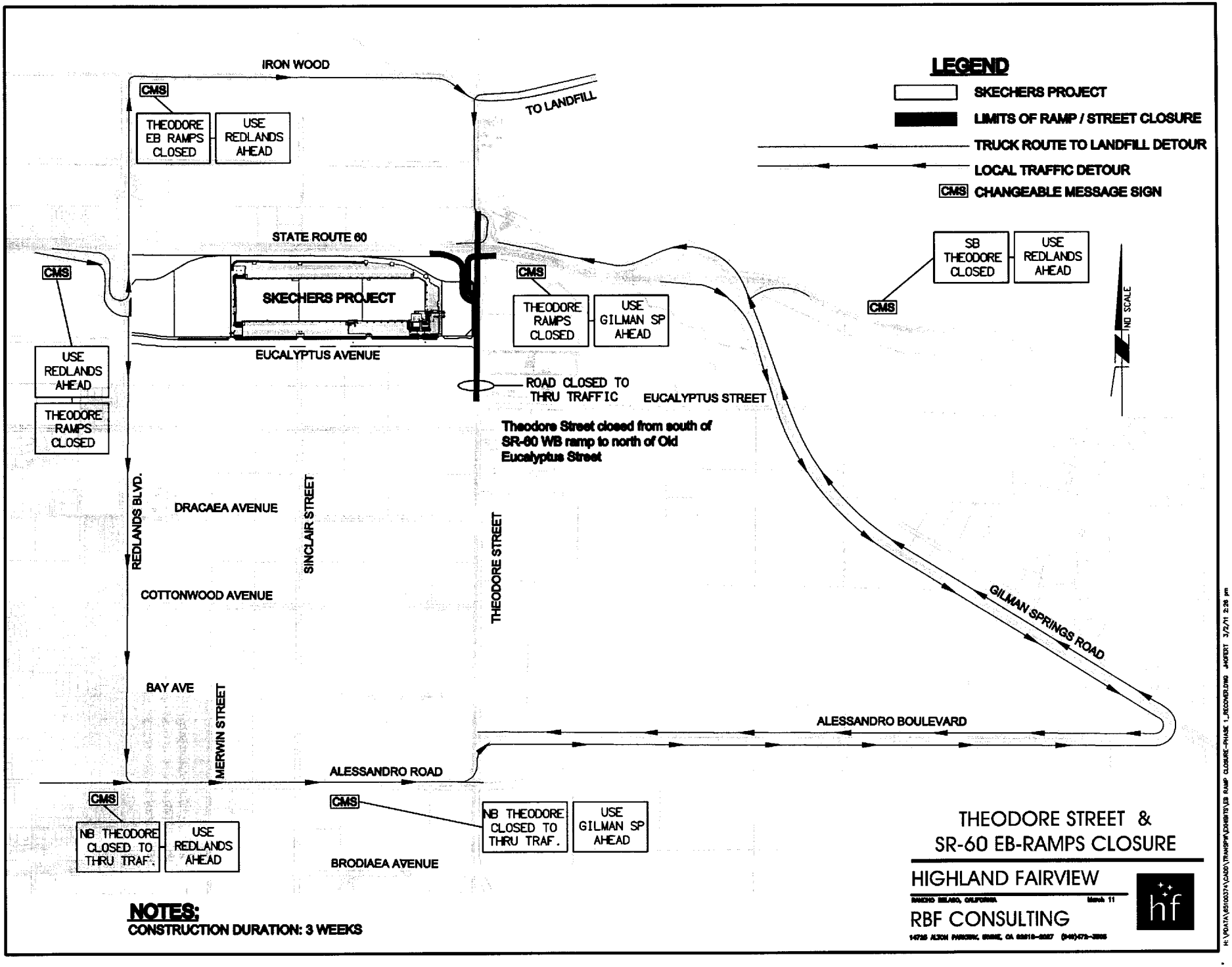

EXHIBIT "B"

Item No. A.8

MV00098086

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MV00098087

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

21317.00010\5864288.1

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

21317.00010\5864288.1

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00098109

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00098111

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

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MV00098113

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00098115

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00098117

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00098121

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00098139

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) <u>U.S. Export-Import Bank</u>
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) <u>Farmers Home Administration</u>
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45
Section 8.02. Owners' Meetings 46
Section 8.03. Procedure for Amendment with Written Consent of Owners 47
Section 8.04. Disqualified Bonds 47
Section 8.05. Effect of Supplemental Agreement 47
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48
Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48
Section 9.02. Successor is Deemed Included in All References to Predecessor 48
Section 9.03. Discharge of Agreement 48
Section 9.04. Execution of Documents and Proof of Ownership by Owners 49
Section 9.05. Waiver of Personal Liability 50
Section 9.06. Notices to and Demands on City and Fiscal Agent 50
Section 9.07. Partial Invalidity 50
Section 9.08. Unclaimed Moneys 50
Section 9.09. Applicable Law 51
Section 9.10. Conflict with Act 51
Section 9.11. Conclusive Evidence of Regularity 51
Section 9.12. Payment on Business Day 51
Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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MV00098203

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

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CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

Best Best & Krieger LLP
San Diego, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds*[(1)*]	*Maximum Special Taxes from Developed Property*[(2)]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property*[(2)]	*Coverage Ratio from Maximum Net Special Taxes from Developed Property* *	*Maximum Special Taxes from all Taxable Property*[(2)]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property*[(2)]	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property* *
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*

(1) Interest on the Bonds is capitalized through September 1, 2011.

(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

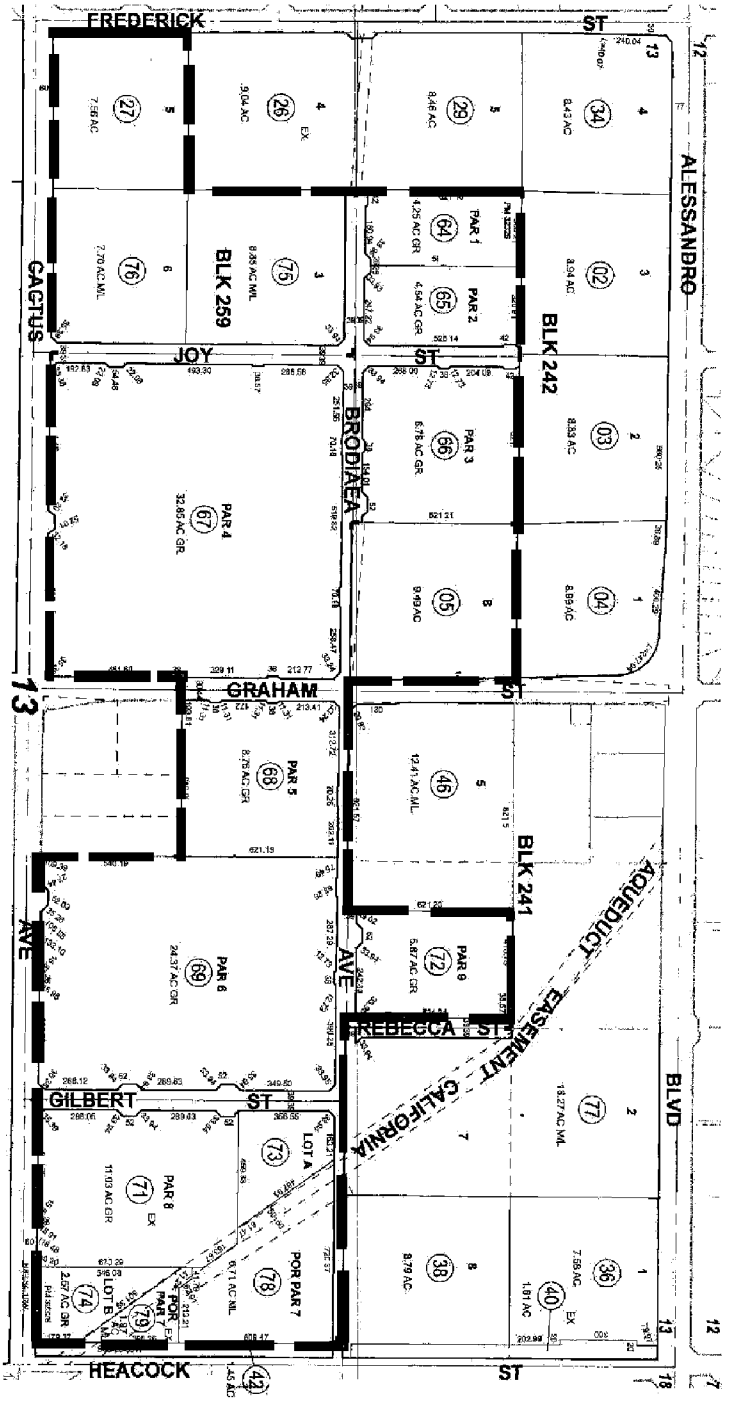

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00098321

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00098331

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE This e-mail message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or return e-mail, delete the message from your computer system, and return any hard copies to us at the following address via the U.S. Postal Service: Fieldman, Rolapp & Associates 19900 MacArthur Blvd., Suite 1100, Irvine CA 92612-2433

-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00098339

ATTACHMENT 7

-371-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST
MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00098340

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MV00098341

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00098345

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00098349

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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MV00098353

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.5 - COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $62,499,971.

DISCUSSION

In consideration of the indebtedness in the amount of $62,499,971 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency pays a portion of its debt with cash fund balance and then encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The payment of a portion of debt shall be in the amount of $4,400,000. This payment shall be accomplished with existing Agency fund balance. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011- 02
Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Fifty-seven million, Two hundred eighty-three thousand, Six hundred seventy-five Dollars ($57,283,675)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount. The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment"), and proceeds from the sale of properties for which deeds of trust are recorded pursuant to Section 3 hereof, and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If this agreement is for any reason invalid the parties will be returned to their prior position.

8. The City agrees to release and reconvey from the deed(s) of trust property in the event such deed of trust is determined to violate material agreements of the Agency.

9. The Agency agrees to and shall take all action and shall refrain from taking any action with respect to the property acquired with the proceeds of bonds issued as obligations exempt from the payment of federal income tax ("Exempt Obligations"), as required in each case to preserve

the tax exempt status of interest payable with respect to such Exempt Obligations for federal tax purposes.

10. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"
LIST OF PROPERTIES

APN	SITE ADDRESS
291-191-001	Alessandro and Day vacant land
291-191-002	Alessandro and Day vacant land
291-191-003	Alessandro and Day vacant land
291-191-005	Alessandro and Day vacant land
291-191-006	Alessandro and Day vacant land
291-191-007	Alessandro and Day vacant land
291-191-008	Alessandro and Day vacant land
291-191-009	Alessandro and Day vacant land
291-191-010	Alessandro and Day vacant land
291-191-011	Alessandro and Day vacant land
291-191-012	Alessandro and Day vacant land
291-191-013	Alessandro and Day vacant land
297-140-046	Vacant Land adjacent Rec. Center
297-140-047	Recreation Center
479-070-044	Senior Center
481-270-058	Eucalyptus
481-130-022	24108 Fir Avenue
481-130-023	24124 Fir Avenue
481-250-002	24265 Meyers
481-250-003	24265 Meyers
482-020-058	24176 Atwood
482-020-056	24214 Atwood
482-161-021	Cottonwood and Indian
482-161-022	Cottonwood and Indian
482-161-024	Cottonwood and Indian
482-161-023	Cottonwood and Indian
485-032-013	24181 John F. Kennedy
Parcel #1	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #2	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #3	Northerly of Cactus Ave & Easterly of 215 Freeway

EXHIBIT B

SCHEDULE OF PAYMENTS

Moreno Vally Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

MV00098371

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the City Manager of the City of Moreno Valley on behalf of the City Council of the City pursuant to authority conferred by action of the City council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____

By: Henry T. Garcia
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

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MV00098375

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.6 - COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

As part of its overall debt obligation to the City, the Agency should look to repay a portion of the amounts owed the City with existing Agency fund balance and then secure the remaining debt obligation with Agency owned properties. Staff recommends the Agency use $4,400,000 of the Agency's existing fund balance to partially repay a portion of the Agency debt obligation.

The undertaking and completion of the capital projects identified to be funded under the 2007 RDA Tax Allocation Bonds-Series A are important components to the City's Capital Improvement Plan. Many of the projects are presently under way with construction and several finishing construction plans necessary to start construction. To more effectively manage and construct these important capital improvement projects, staff is recommending that the remaining proceeds of the RDA Tax Allocation Bonds be moved to City where they will be held in a segregated account to expend the bond proceeds in a manner consistent with requirements and limitations applicable to the Series A Bonds, including with out limitation—the 2007A Indenture, authorized under Resolution No. RDA 2007-12. Attached to the Cooperative Agreement are the designated projects to be completed by the City as part of the RDA Tax Allocation Bonds-Series A.

In addition to the projects to be funded under the RDA Bonds, several more capital improvement projects shall be funded by the RDA through other funding commitments. These projects include the completion of the Sunnymead Boulevard improvements, street improvements at the NE corner of Eucalyptus/Day and future recreation/sports fields at Ironwood-Festival. Under the terms of the Cooperative Agreement the undertaking of these projects shall be accomplished by the City and funded through the Agency.

Please note that all of the designated public improvements have been identified through the Cooperative Agreement and the Agency shall be obligated to make payment to the City for the cost of such improvements. The obligations under the Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 et seq. of California Redevelopment Law.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 23
Attachment B – Resolution No. RDA 2011- 03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The freeing statements are true and correct.

Section 2. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

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MV00098383

RESOLUTION NO. RDA 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The foregoing statements are true and correct.

Section 2. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

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MV00098387

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

F. The Agency desires to repay, and the City desires to receive immediate repayment of, certain amounts owing by Agency to City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth an amount which the Agency will immediately repay to City (the "Immediate Repayment Amount", as more particularly described below), which Immediate Repayment Amount is a portion of the amounts due and owing by Agency to City prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of amounts as shall remain owing by Agency to City after repayment of the Immediate Repayment Amount, which remaining amount is referred to herein as the "Remaining Amount", as more fully described in Section 4, below. The schedule for repayment of the Remaining Accrued Amount is set forth at Exhibit "D" hereto, the "Schedule of Payments"; and

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of activities and functions of the Agency under the Community Redevelopment Law ("Additional Activities"), and to establish a schedule for repayment of the Additional Amounts is set forth in the Schedule of Payments.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011, and further without regard to moneys payable by Agency in connection with its $22,500,000 Subordinate Tax Allocation Bonds (the "2007B Bonds"), which amounts the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Sixty-Two Million Four Hundred Ninety-Nine Thousand Nine Hundred Seventy-One Dollars ($62,499,971)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest shall accrue ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount". Agency agrees to immediately disburse to City the sum of Four Million Four Hundred Thousand Dollars ($4,400,000)(the "Cash Amount").

2. City has requested and Agency agrees to transfer to City for administration all remaining proceeds of the Agency's 2007 Tax Allocation Refunding Bonds, Series A (the "2007A Bonds", as issued pursuant to an indenture of trust authorized by Resolution No. RDA 2007-12 of the

Agency [the "2007A Indenture"]); the amount of such remaining proceeds is referred to herein as the "Bond Amount."

3. City agrees to hold the Bond Amount in a segregated account and to expend the Bond Amount in a manner consistent with the requirements and limitations applicable to the Series A Bonds, including without limitation, the 2007A Indenture.

4. The Base Amount less those amounts being immediately repaid hereunder constitutes the "Remaining Amount" for purposes of this Agreement. Remaining Amount and accruing interest thereon ("Accruing Interest"), as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount."

5. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

6. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

7. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

8. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

9. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements") together with additional activities (the "Additional Activities" and, together with the "Designated Public Improvements", the "Designated Activities and Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Activities and Public Improvements, together with interest at the rate set forth in Section 10, hereof and as set forth at B of the Schedule of Payments.

10. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the Schedule of Payments.

11. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

12. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT A
DESIGNATED PUBLIC IMPROVEMENTS

PROJECT	DESCRIPTION	OUTSTANDING AMOUNT[1]
2007 TAX ALLOCATION BONDS *		**$ 83,920,389**
▪ Day Street Improvements	Street Improvements	
▪ Indian Basin	Storm Water and Street Improvements	
▪ Ironwood Improvement	Street Improvements	
▪ SR 60/Nason Bridge	New Freeway Bridge Overcrossing	
▪ Auto Mall Upgrades	Street and Signage Improvements	
▪ Morrison Park Fire Station	New Fire Station	
▪ Moreno Beach/SR 60	New Freeway Ramps	
OTHER DESIGNATED PUBLIC IMPROVEMENTS		
▪ Robertson's Day Street Improvements	Street Improvements	**$ 840,000**
▪ Ironwood-Festival Multi-Use Fields	New Joint-Use Recreation & Sports Fields	**$ 10,320,000**
	Total	**$ 95,080,389**

[1] Amounts shown are outstanding obligations including principal and interest

* Includes establishing a re-prioritization of the projects funded with the 2007 RDA Tax Allocation Bonds

EXHIBIT B

Moreno Valley Community Redevelopment Agency
Designated Public Improvements
Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11				
2011-12		325,500	4,975,500	904
2012-13	0	325,500	5,301,000	904
2013-14	0	325,500	5,626,500	904
2014-15	0	325,500	5,952,000	904
2015-16	0	325,500	6,277,500	904
2016-17	0	325,500	6,603,000	904
2017-18	0	325,500	6,928,500	904
2018-19	0	325,500	7,254,000	904
2019-20	0	325,500	7,579,500	904
2020-21	0	325,500	7,905,000	904
2021-22	0	325,500	8,230,500	904
2022-23	0	325,500	8,556,000	904
2023-24	0	325,500	8,881,500	904
2024-25	0	325,500	9,207,000	904
2025-26	0	325,500	9,532,500	904
2026-27	0	325,500	9,858,000	904
2027-28	0	325,500	10,183,500	904
2028-29	0	325,500	10,509,000	904
2028-29	0	325,500	10,834,500	904
2030-31	4,650,000	325,500	11,160,000	904
Total	4,650,000	6,510,000	11,160,000	

EXHIBIT C

RDA Obligations

	Outstanding as of 3/1/11			Master Payment Schedule		
Project	Prin	Accrued Int @ 3/1/11	Tot	Prin	Int	Tot
Public Safety Building Bond	1,424,225	32,556	1,456,781	1,424,225	375,775	1,800,000
Conference and Recreation Center	31,169,830	298,513	31,468,343	31,169,830	5,100,490	36,270,320
2005 Lease Revenue Bonds-Sunnymead Blv	8,293,140	199,799	8,492,939	8,293,140	6,036,916	14,330,056
Sears Mall Note	13,000,000	4,489,368	17,489,368	14,035,981	18,850,000	32,885,981
Cactus/Day/Old 215 Property	2,360,000	283,260	2,643,260	2,360,500	5,665,200	8,025,700
Subtotal	56,247,195	5,303,496	61,550,691	57,283,676	36,028,381	93,312,057
City Loan 1	518,520	248,890	767,410			0
City Loan 2	133,728	48,142	181,870			0
	$ 56,899,443	$ 5,600,528	$ 62,499,971	$ 57,283,676	$ 36,028,381	$ 93,312,057

EXHIBIT D

SCHEDULE OF PAYMENTS

Moreno Valley Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

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MV00098397

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.7 - AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

cc: Agenda packet distribution list

Attached is the updated Affordable Housing Agreement for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00098409

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

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MV00098417

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00098421

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00098429

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.9 - CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS, INC.

cc: Agenda packet distribution list

Attached is the updated staff report and amendment for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. A Conditional Commitment Letter Agreement has been drafted to establish the terms and conditions of the Agency and City financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the Commitment Agreement by and between the Agency and City with Rancho Belago Developers Inc.
2. Decline to adopt the Agreement, thereby not supporting the development of the affordable housing project.

FISCAL IMPACT

The approval of the Commitment Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00098433

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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MV00098461

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00098463

REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MV00098465

REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00098466

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - PHASE I (Report of: Public Works Department)

MV00098467

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

MV00098468

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

MV00098469

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

MV00098470

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

MV00098471

STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

MV00098472

Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

MV00098473

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

MV00098474

and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

MV00098475

California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

MV00098476

Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

MV00098477

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MV00098478

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

MV00098484

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

MV00098485

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

MV00098487

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

MV00098488

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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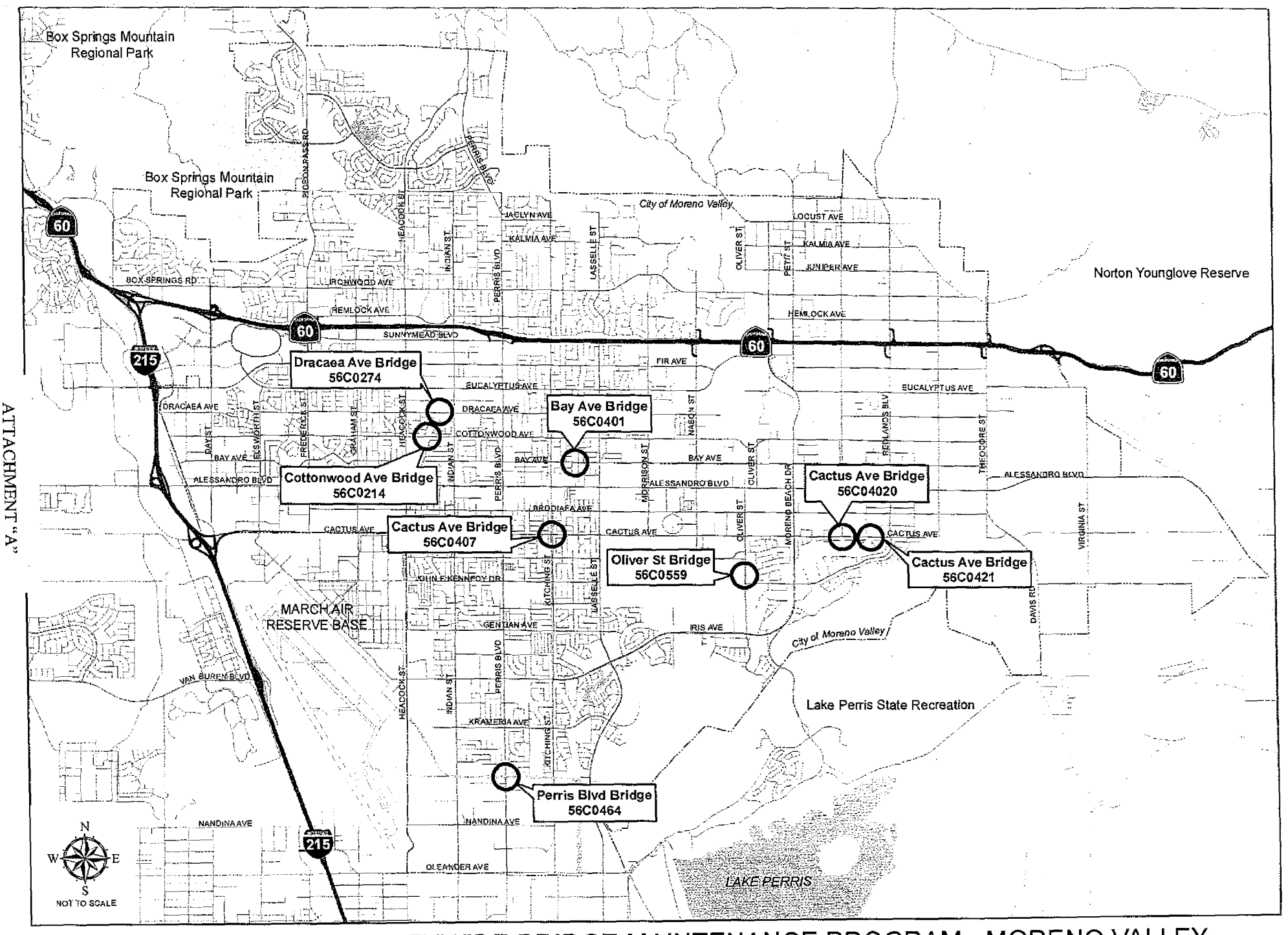

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

MV00098497

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Viren - 11-22679828 - 2011 Bridge Maintenance Program\Construction\Contractor\Agreement\Agreement - 2011 Bridge.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

MV00098509

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

☐ Individual(s)
☐ Corporate Officer

_____
(Title)

☐ Partner (s)
☐ Attorney-in-Fact
☐ Other _____

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- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment “A” – Location Map
Attachment “B” – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang - 11-22679728 - Local Street Pavement Resurfacing - Phase 1\CC Reports\NOA 3-08-11\Staff Report - Notice of Award (CC 03-08-11).doc

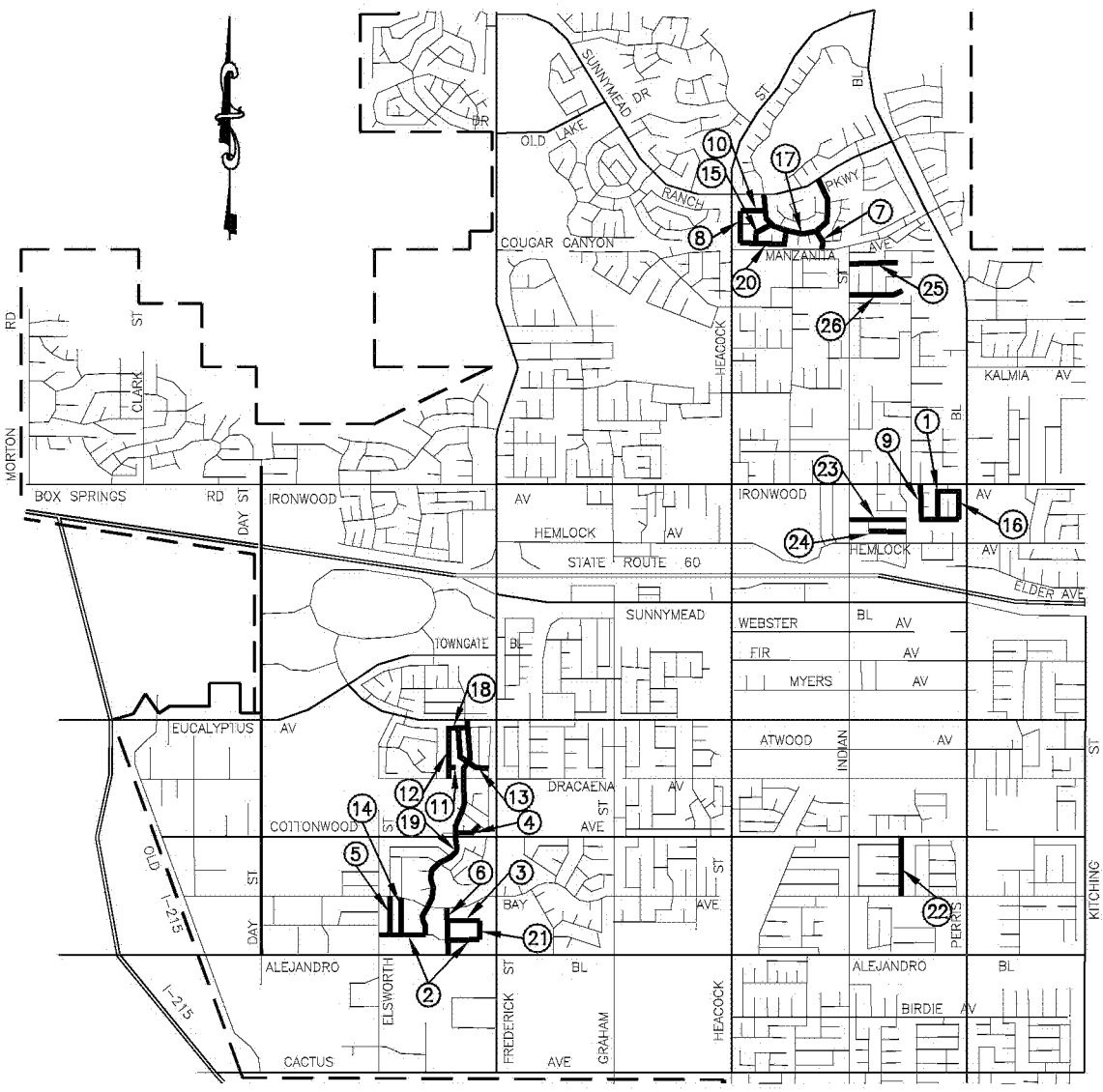

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

MV00098516

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not

completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

MV00098519

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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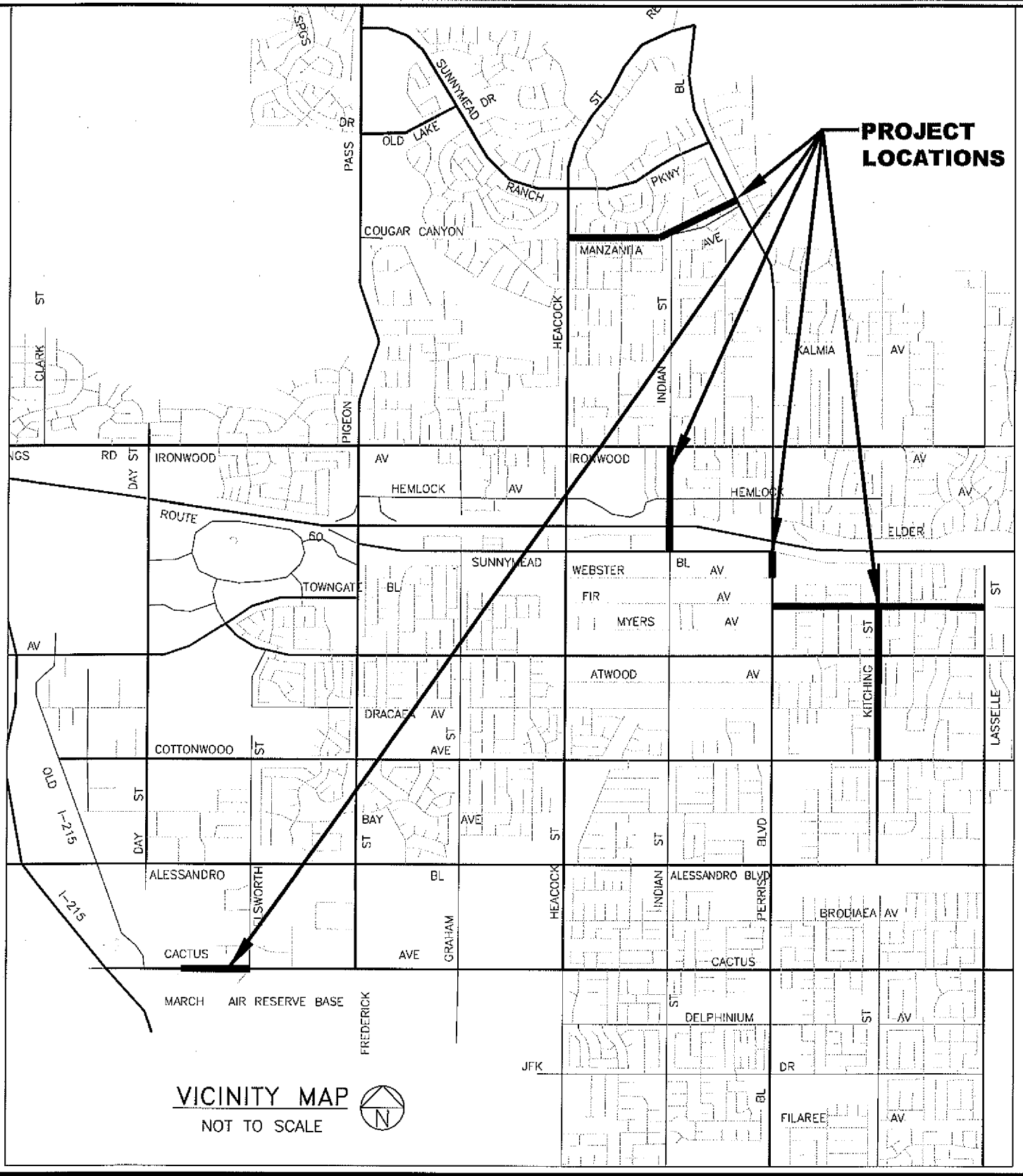

LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

MV00098535

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

MV00098537

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

MV00098541

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

MV00098544

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

MV00098546

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

MV00098547

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchng\CC Reports\WRCOG Const Reimb Agmt - 03-08-11 - V2.doc

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

.

Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

MV00098574

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

MV00098575

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

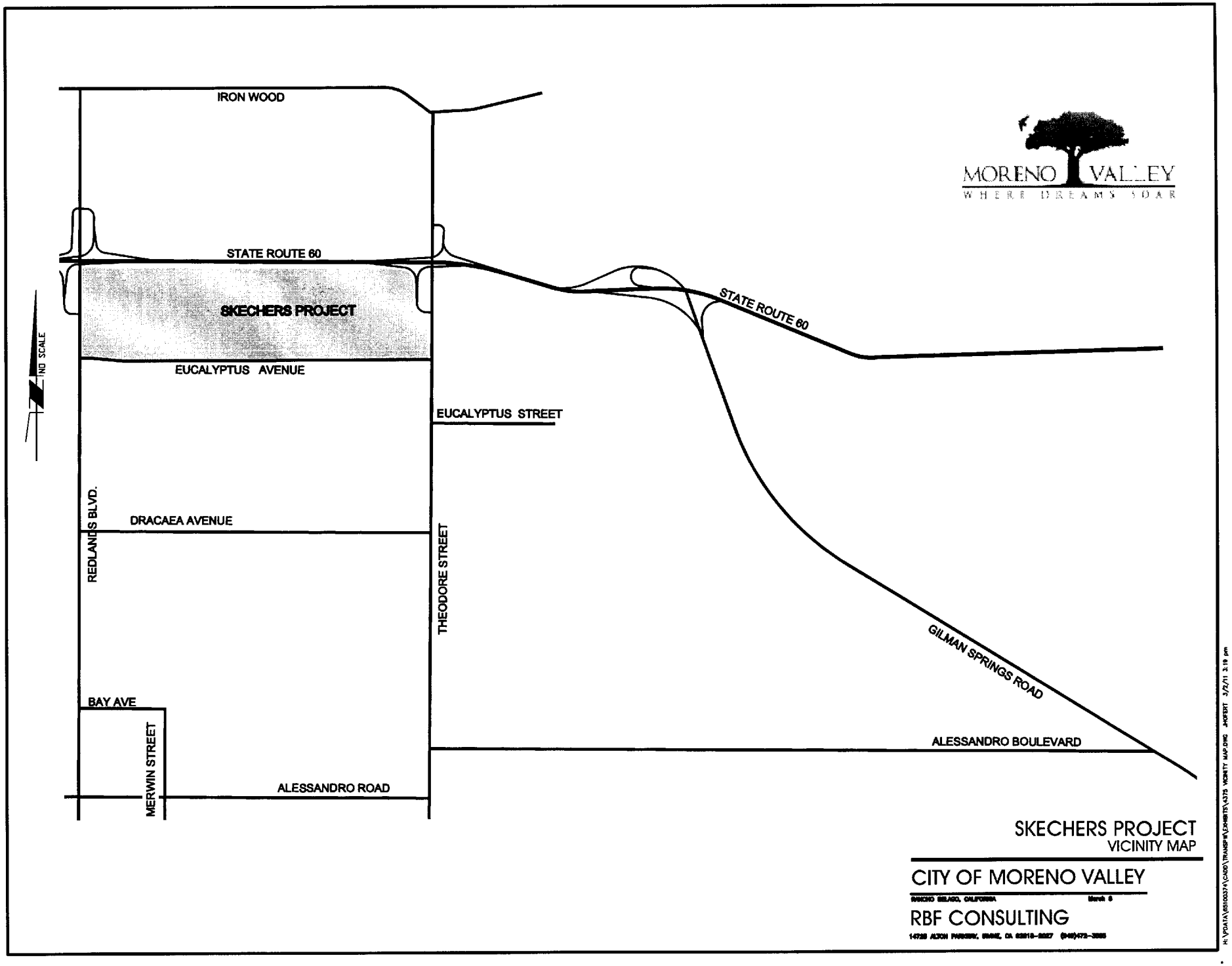

EXHIBIT "A"

MV00098581

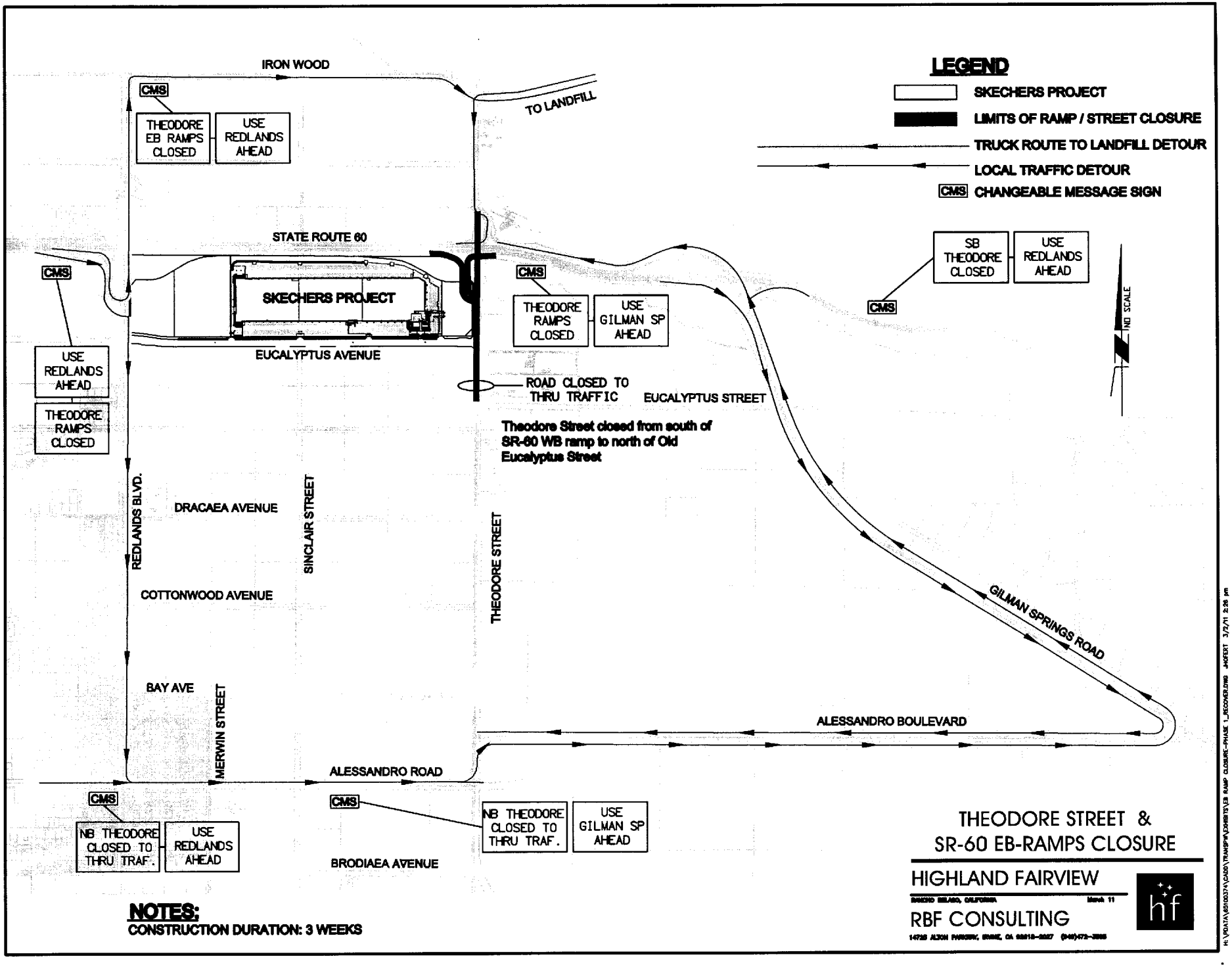

NOTES:
CONSTRUCTION DURATION: 3 WEEKS

EXHIBIT "B"

MV00098582

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

Attachment 1

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos

MV00098619

Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such

undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the

MV00098623

Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the

Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds,

the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

ATTACHMENT 2

MV00098628

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

MV00098686

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted....45

Section 8.02. Owners' Meetings....46

Section 8.03. Procedure for Amendment with Written Consent of Owners....47

Section 8.04. Disqualified Bonds....47

Section 8.05. Effect of Supplemental Agreement....47

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments....48

Section 8.07. Amendatory Endorsement of Bonds....48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties....48

Section 9.02. Successor is Deemed Included in All References to Predecessor....48

Section 9.03. Discharge of Agreement....48

Section 9.04. Execution of Documents and Proof of Ownership by Owners....49

Section 9.05. Waiver of Personal Liability....50

Section 9.06. Notices to and Demands on City and Fiscal Agent....50

Section 9.07. Partial Invalidity....50

Section 9.08. Unclaimed Moneys....50

Section 9.09. Applicable Law....51

Section 9.10. Conflict with Act....51

Section 9.11. Conclusive Evidence of Regularity....51

Section 9.12. Payment on Business Day....51

Section 9.13. Counterparts....51

EXHIBIT A – FORMS OF BOND....A-1

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

MV00098691

$_____*

COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

2011 SPECIAL TAX BONDS

MATURITY SCHEDULE

(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

---

* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

MV00098692

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

Best Best & Krieger LLP
San Diego, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

MV00098693

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

MV00098694

Table of Contents

Page

INTRODUCTION 8
- Property Ownership and Development Status 10
- Sources of Payment for the Bonds 12
- Parity Bonds 13
- Description of the Bonds 13
- Tax Matters 14
- Professionals Involved in the Offering 14
- Continuing Disclosure 14
- Bond Owners' Risks 15
- Other Information 15

ESTIMATED SOURCES AND USES OF FUNDS 15

THE BONDS 16
- Authority for Issuance 16
- Purpose of the Bonds 18
- Description of the Bonds 18
- Redemption 19
- Redemption Procedure by Fiscal Agent 20
- Effect of Redemption 21
- Transfer and Exchange of Bonds 21
- Debt Service Schedule for the Bonds 24

SOURCES OF PAYMENT FOR THE BONDS 24
- Special Taxes 25
- Rate and Method of Apportionment 25
- Prepayment of Special Taxes 26
- Collection of Special Tax Revenues 27
- No Teeter Plan 28
- Proceeds of Foreclosure Sales 28
- Reserve Fund 29
- Parity Bonds 29

THE COMMUNITY FACILITIES DISTRICT 32
- General Description of the District 32
- Description of Authorized Facilities 32
- Coverage from Developed Property 33
- Direct and Overlapping Debt 37
- Estimated Appraised Value-to-Lien Ratio 37
- Aerial Photo of District 41

THE DEVELOPMENT AND PROPERTY OWNERSHIP 42
- General Description and Location of the District 42
- The Developer 43
- The Development Plan 43
- Infrastructure Requirements and Construction Status 48
- Developer's Financing Plan 48
- Status of Land Use Approvals 50
- Appraisal 50
- Market Absorption Study 51
- History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 51

SPECIAL RISK FACTORS 53
- Concentration of Ownership 53
- Limited Obligations 54

Table of Contents
(continued)

Page

Insufficiency of Special Taxes 54
Natural Disasters 54
Hazardous Substances 56
Parity Taxes, Special Assessments and Land Development Costs 57
Disclosures to Future Purchasers 57
Special Tax Delinquencies 57
Non-Cash Payments of Special Taxes 58
Payment of the Special Tax is not a Personal Obligation of the Owners 58
Land Values 58
Failure to Develop Properties 60
Endangered Species 61
FDIC/Federal Government Interests in Properties 61
Bankruptcy and Foreclosure 63
No Acceleration Provision 64
Loss of Tax Exemption 64
Limitations on Remedies 64
Limited Secondary Market 65
Proposition 218 65
Ballot Initiatives 66
CONTINUING DISCLOSURE 66
TAX MATTERS 68
LEGAL MATTERS 69
LITIGATION 69
NO RATING 69
UNDERWRITING 69
FINANCIAL INTERESTS 69
PENDING LEGISLATION 69
ADDITIONAL INFORMATION 70

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

MV00098697

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square

* *Preliminary, subject to change,*

feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and

qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

** Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the Developer and notices of

material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[(1)]	
Interest Account[(2)]	
Administrative Expense Fund	
TOTAL USES	$

(1) Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

(2) Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the

City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	***Redemption Price***
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	***Redemption Price***
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person

or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all

such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months

of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds[(1)]**	*Maximum Special Taxes from Developed Property[(2)]*	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property[(2)]*	*Coverage Ratio from Maximum Net Special Taxes from Developed Property**	*Maximum Special Taxes from all Taxable Property[(2)]*	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property[(2)]*	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property**
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*

(1) Interest on the Bonds is capitalized through September 1, 2011.

(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

** Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

(1) Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
(2) The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.

(3) The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110%

of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

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Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and

that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

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lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "—Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue"

dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

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incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the

estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC

recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

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Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "… the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE

DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

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any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

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"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator

as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

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Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that

will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

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Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	*380,279*
27	*329,314*
64	*185,130*
65	*197,762*
66	*382,457*
67	*1,430,946*
68	*381,586*
69	*1,061,557*
72	*255,697*
75	*383,328*
76	*333,234*
78	*292,288*
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	*480,467*
73	*122,839*
74	*111,949*
79	*59,677*
Total:	***774,932***

LEGEND

CFD Boundary

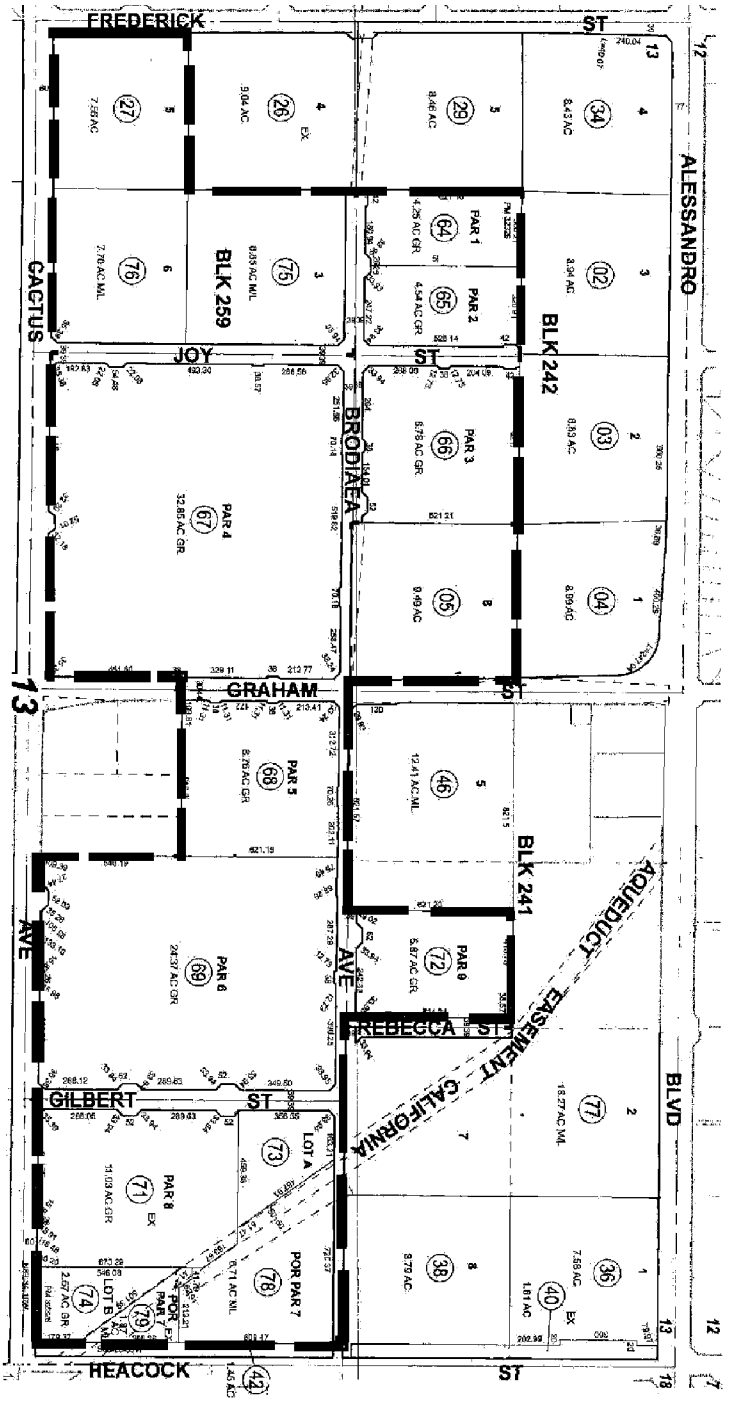

ASSESSOR'S PARCEL MAP 297-17

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APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

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APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the

audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

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or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

MV00098796

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose

accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

MV00098801

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

MV00098802

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

MV00098803

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

MV00098804

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

MV00098805

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

MV00098806

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

MV00098807

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

MV00098808

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

MV00098809

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

MV00098810

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

MV00098811

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

MV00098812

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

MV00098813

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

MV00098814

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

MV00098815

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

MV00098817

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

MV00098822

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

MV00098826

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by

MV00098827

the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

MV00098828

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

MV00098829

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible,

MV00098830

qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

MV00098831

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

MV00098832

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

MV00098834

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE This e-mail message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or return e-mail, delete the message from your computer system, and return any hard copies to us at the following address via the U.S. Postal Service: Fieldman, Rolapp & Associates 19900 MacArthur Blvd., Suite 1100, Irvine CA 92612-2433

-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

MV00098839

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • phone: 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

ATTACHMENT 7

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

CENTERPOINTE BUSINESS PARK
PHASING PLAN

RIDGE PROPERTY TRUST

RIDGE PROPERTY TRUST

MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

MV00098841

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.5 - COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $62,499,971.

DISCUSSION

In consideration of the indebtedness in the amount of $62,499,971 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency pays a portion of its debt with cash fund balance and then encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The payment of a portion of debt shall be in the amount of $4,400,000. This payment shall be accomplished with existing Agency fund balance. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011- 02
Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

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"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Fifty-seven million, Two hundred eighty-three thousand, Six hundred seventy-five Dollars ($57,283,675)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount. The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

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records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment"), and proceeds from the sale of properties for which deeds of trust are recorded pursuant to Section 3 hereof, and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If this agreement is for any reason invalid the parties will be returned to their prior position.

8. The City agrees to release and reconvey from the deed(s) of trust property in the event such deed of trust is determined to violate material agreements of the Agency.

9. The Agency agrees to and shall take all action and shall refrain from taking any action with respect to the property acquired with the proceeds of bonds issued as obligations exempt from the payment of federal income tax ("Exempt Obligations"), as required in each case to preserve

MV00098861

the tax exempt status of interest payable with respect to such Exempt Obligations for federal tax purposes.

10. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

MV00098862

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"
LIST OF PROPERTIES

APN	SITE ADDRESS
291-191-001	Alessandro and Day vacant land
291-191-002	Alessandro and Day vacant land
291-191-003	Alessandro and Day vacant land
291-191-005	Alessandro and Day vacant land
291-191-006	Alessandro and Day vacant land
291-191-007	Alessandro and Day vacant land
291-191-008	Alessandro and Day vacant land
291-191-009	Alessandro and Day vacant land
291-191-010	Alessandro and Day vacant land
291-191-011	Alessandro and Day vacant land
291-191-012	Alessandro and Day vacant land
291-191-013	Alessandro and Day vacant land
297-140-046	Vacant Land adjacent Rec. Center
297-140-047	Recreation Center
479-070-044	Senior Center
481-270-058	Eucalyptus
481-130-022	24108 Fir Avenue
481-130-023	24124 Fir Avenue
481-250-002	24265 Meyers
481-250-003	24265 Meyers
482-020-058	24176 Atwood
482-020-056	24214 Atwood
482-161-021	Cottonwood and Indian
482-161-022	Cottonwood and Indian
482-161-024	Cottonwood and Indian
482-161-023	Cottonwood and Indian
485-032-013	24181 John F. Kennedy
Parcel #1	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #2	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #3	Northerly of Cactus Ave & Easterly of 215 Freeway

EXHIBIT B

SCHEDULE OF PAYMENTS

Moreno Vally Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the City Manager of the City of Moreno Valley on behalf of the City Council of the City pursuant to authority conferred by action of the City council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____

By: Henry T. Garcia
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.6 - COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

As part of its overall debt obligation to the City, the Agency should look to repay a portion of the amounts owed the City with existing Agency fund balance and then secure the remaining debt obligation with Agency owned properties. Staff recommends the Agency use $4,400,000 of the Agency's existing fund balance to partially repay a portion of the Agency debt obligation.

The undertaking and completion of the capital projects identified to be funded under the 2007 RDA Tax Allocation Bonds-Series A are important components to the City's Capital Improvement Plan. Many of the projects are presently under way with construction and several finishing construction plans necessary to start construction. To more effectively manage and construct these important capital improvement projects, staff is recommending that the remaining proceeds of the RDA Tax Allocation Bonds be moved to City where they will be held in a segregated account to expend the bond proceeds in a manner consistent with requirements and limitations applicable to the Series A Bonds, including with out limitation—the 2007A Indenture, authorized under Resolution No. RDA 2007-12. Attached to the Cooperative Agreement are the designated projects to be completed by the City as part of the RDA Tax Allocation Bonds-Series A.

In addition to the projects to be funded under the RDA Bonds, several more capital improvement projects shall be funded by the RDA through other funding commitments. These projects include the completion of the Sunnymead Boulevard improvements, street improvements at the NE corner of Eucalyptus/Day and future recreation/sports fields at Ironwood-Festival. Under the terms of the Cooperative Agreement the undertaking of these projects shall be accomplished by the City and funded through the Agency.

Please note that all of the designated public improvements have been identified through the Cooperative Agreement and the Agency shall be obligated to make payment to the City for the cost of such improvements. The obligations under the Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 et seq. of California Redevelopment Law.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 23
Attachment B – Resolution No. RDA 2011- 03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The freeing statements are true and correct.

Section 2. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

RESOLUTION NO. RDA 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The foregoing statements are true and correct.

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Section 2. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

F. The Agency desires to repay, and the City desires to receive immediate repayment of, certain amounts owing by Agency to City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth an amount which the Agency will immediately repay to City (the "Immediate Repayment Amount", as more particularly described below), which Immediate Repayment Amount is a portion of the amounts due and owing by Agency to City prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of amounts as shall remain owing by Agency to City after repayment of the Immediate Repayment Amount, which remaining amount is referred to herein as the "Remaining Amount", as more fully described in Section 4, below. The schedule for repayment of the Remaining Accrued Amount is set forth at Exhibit "D" hereto, the "Schedule of Payments"; and

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of activities and functions of the Agency under the Community Redevelopment Law ("Additional Activities"), and to establish a schedule for repayment of the Additional Amounts is set forth in the Schedule of Payments.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011, and further without regard to moneys payable by Agency in connection with its $22,500,000 Subordinate Tax Allocation Bonds (the "2007B Bonds"), which amounts the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Sixty-Two Million Four Hundred Ninety-Nine Thousand Nine Hundred Seventy-One Dollars ($62,499,971)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest shall accrue ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount". Agency agrees to immediately disburse to City the sum of Four Million Four Hundred Thousand Dollars ($4,400,000)(the "Cash Amount").

2. City has requested and Agency agrees to transfer to City for administration all remaining proceeds of the Agency's 2007 Tax Allocation Refunding Bonds, Series A (the "2007A Bonds", as issued pursuant to an indenture of trust authorized by Resolution No. RDA 2007-12 of the

MV00098883

Agency [the "2007A Indenture"]); the amount of such remaining proceeds is referred to herein as the "Bond Amount."

3. City agrees to hold the Bond Amount in a segregated account and to expend the Bond Amount in a manner consistent with the requirements and limitations applicable to the Series A Bonds, including without limitation, the 2007A Indenture.

4. The Base Amount less those amounts being immediately repaid hereunder constitutes the "Remaining Amount" for purposes of this Agreement. Remaining Amount and accruing interest thereon ("Accruing Interest"), as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount."

5. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

6. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

7. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

8. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

9. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements") together with additional activities (the "Additional Activities" and, together with the "Designated Public Improvements", the "Designated Activities and Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Activities and Public Improvements, together with interest at the rate set forth in Section 10, hereof and as set forth at B of the Schedule of Payments.

10. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the Schedule of Payments.

11. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

12. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

MV00098886

EXHIBIT A
DESIGNATED PUBLIC IMPROVEMENTS

PROJECT	DESCRIPTION	OUTSTANDING AMOUNT[1]
2007 TAX ALLOCATION BONDS *		**$ 83,920,389**
▪ Day Street Improvements	Street Improvements	
▪ Indian Basin	Storm Water and Street Improvements	
▪ Ironwood Improvement	Street Improvements	
▪ SR 60/Nason Bridge	New Freeway Bridge Overcrossing	
▪ Auto Mall Upgrades	Street and Signage Improvements	
▪ Morrison Park Fire Station	New Fire Station	
▪ Moreno Beach/SR 60	New Freeway Ramps	
OTHER DESIGNATED PUBLIC IMPROVEMENTS		
▪ Robertson's Day Street Improvements	Street Improvements	**$ 840,000**
▪ Ironwood-Festival Multi-Use Fields	New Joint-Use Recreation & Sports Fields	**$ 10,320,000**
	Total	**$ 95,080,389**

[1] Amounts shown are outstanding obligations including principal and interest

* Includes establishing a re-prioritization of the projects funded with the 2007 RDA Tax Allocation Bonds

EXHIBIT B

Moreno Valley Community Redevelopment Agency
Designated Public Improvements
Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11				
2011-12		325,500	4,975,500	904
2012-13	0	325,500	5,301,000	904
2013-14	0	325,500	5,626,500	904
2014-15	0	325,500	5,952,000	904
2015-16	0	325,500	6,277,500	904
2016-17	0	325,500	6,603,000	904
2017-18	0	325,500	6,928,500	904
2018-19	0	325,500	7,254,000	904
2019-20	0	325,500	7,579,500	904
2020-21	0	325,500	7,905,000	904
2021-22	0	325,500	8,230,500	904
2022-23	0	325,500	8,556,000	904
2023-24	0	325,500	8,881,500	904
2024-25	0	325,500	9,207,000	904
2025-26	0	325,500	9,532,500	904
2026-27	0	325,500	9,858,000	904
2027-28	0	325,500	10,183,500	904
2028-29	0	325,500	10,509,000	904
2028-29	0	325,500	10,834,500	904
2030-31	4,650,000	325,500	11,160,000	904
Total	4,650,000	6,510,000	11,160,000	

EXHIBIT C

RDA Obligations

	Outstanding as of 3/1/11			Master Payment Schedule		
Project	Prin	Accrued Int @ 3/1/11	Tot	Prin	Int	Tot
Public Safety Building Bond	1,424,225	32,556	1,456,781	1,424,225	375,775	1,800,000
Conference and Recreation Center	31,169,830	298,513	31,468,343	31,169,830	5,100,490	36,270,320
2005 Lease Revenue Bonds-Sunnymead Blv	8,293,140	199,799	8,492,939	8,293,140	6,036,916	14,330,056
Sears Mall Note	13,000,000	4,489,368	17,489,368	14,035,981	18,850,000	32,885,981
Cactus/Day/Old 215 Property	2,360,000	283,260	2,643,260	2,360,500	5,665,200	8,025,700
Subtotal	56,247,195	5,303,496	61,550,691	57,283,676	36,028,381	93,312,057
City Loan 1	518,520	248,890	767,410			0
City Loan 2	133,728	48,142	181,870			0
	$ 56,899,443	$ 5,600,528	$ 62,499,971	$ 57,283,676	$ 36,028,381	$ 93,312,057

EXHIBIT D

SCHEDULE OF PAYMENTS

Moreno Valley Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.7 - AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

cc: Agenda packet distribution list

Attached is the updated Affordable Housing Agreement for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

MV00098898

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

MV00098907

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.9 - CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS, INC.

cc: Agenda packet distribution list

Attached is the updated staff report and amendment for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. A Conditional Commitment Letter Agreement has been drafted to establish the terms and conditions of the Agency and City financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the Commitment Agreement by and between the Agency and City with Rancho Belago Developers Inc.
2. Decline to adopt the Agreement, thereby not supporting the development of the affordable housing project.

FISCAL IMPACT

The approval of the Commitment Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

MV00098935

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

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Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

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that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

REVISED AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 8, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Washington Marriott Wardman Park Hotel
2660 Woodley Road, NW
Washington, DC 20008

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

REVISED AGENDA*
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

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REVISED AGENDA*
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 8, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

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separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

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Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60

INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

*A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:
1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL

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STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

   Resolution No. 2011-21

   Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council and RDA

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

   Resolution No. 2011-20

   A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of

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Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

*G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

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1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley

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and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

*G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a

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California Limited Partnership

*G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

*G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers

MV00098962

Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

*Revision to Agenda

MV00098963

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MV00098964

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00098979

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 8, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of February 16 – March 1, 2011.

Reports on Reimbursable Activities February 16 – March 1, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	3/01/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	2/16/11	Student of the Month Luncheon

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00098981

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: Authorization to Award the Construction Contract for 2011 Citywide Bridge Maintenance Program
Project No. 11-22679828

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Beador in the form attached hereto.

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

BACKGROUND

As required by law, California Department of Transportation (Caltrans) performs bridge inspections for bridges owned and maintained by the City of Moreno Valley on a periodic basis. The bridge inspections assess conditions for the bridges and make recommendations for maintenance and repair.

For the current year, City staff reviewed the most recent Caltrans bridge inspection reports and conducted detailed field review of all bridges within the City to identify items of work necessary to repair and maintain eight (8) of the bridges and prepared contract documents.

DISCUSSION

The 2011 Bridge Maintenance Program involves the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). For the remaining five (5) bridges the work includes cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, , 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

The project was advertised for bids on January 10, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on February 8, 2011, for the subject project. The five (5) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Beador Construction Company, Inc.**	**$203,300**
2.	West Coast Structures, Inc. dba Western Structures	$237,122
3.	O'Donnell Construction, Inc.	$264,850
4.	Peterson-Chase General Engineering Construction, Inc.	$298,140
5.	Sean Malek Engineering and Construction.	$336,050
	Engineer's Estimate	$247,890

Staff has reviewed the bid by Beador and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Beador.

ALTERNATIVES

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid

amount plus 20% contingency) when the contract has been signed by all parties, Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Beador in the form attached hereto, authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010-2011 Capital Improvement Budget and is funded by Proposition 1B (Fund 226) funds. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Design Costs	$15,000
Construction Costs (plus 20% contingency)	$244,000
Geotechnical Services Costs	$7,000
Project Administration*	$40,000
Miscellaneous	$3,000
Total Estimated Project Costs	**$309,000**

* Public Works and consultant staff will provide Project Administration and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	March 2011
Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves the maintenance and repair of eight (8) bridges within the City of Moreno Valley. Items of work include the application of Methacrylate Deck Treatment, cold milling, and repaving the existing asphalt concrete over the bridge deck and approaches. The project is funded by the State's Proposition 1B funding program.

ATTACHMENTS

Attachment "A" – Vicinity Map
Attachment "B" – Contract Agreement

Concurred By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Viren - 11-22679828 - 2011 Bridge Maintenance Program\CC Reports\Award Construction Contract 3-8-2011.doc

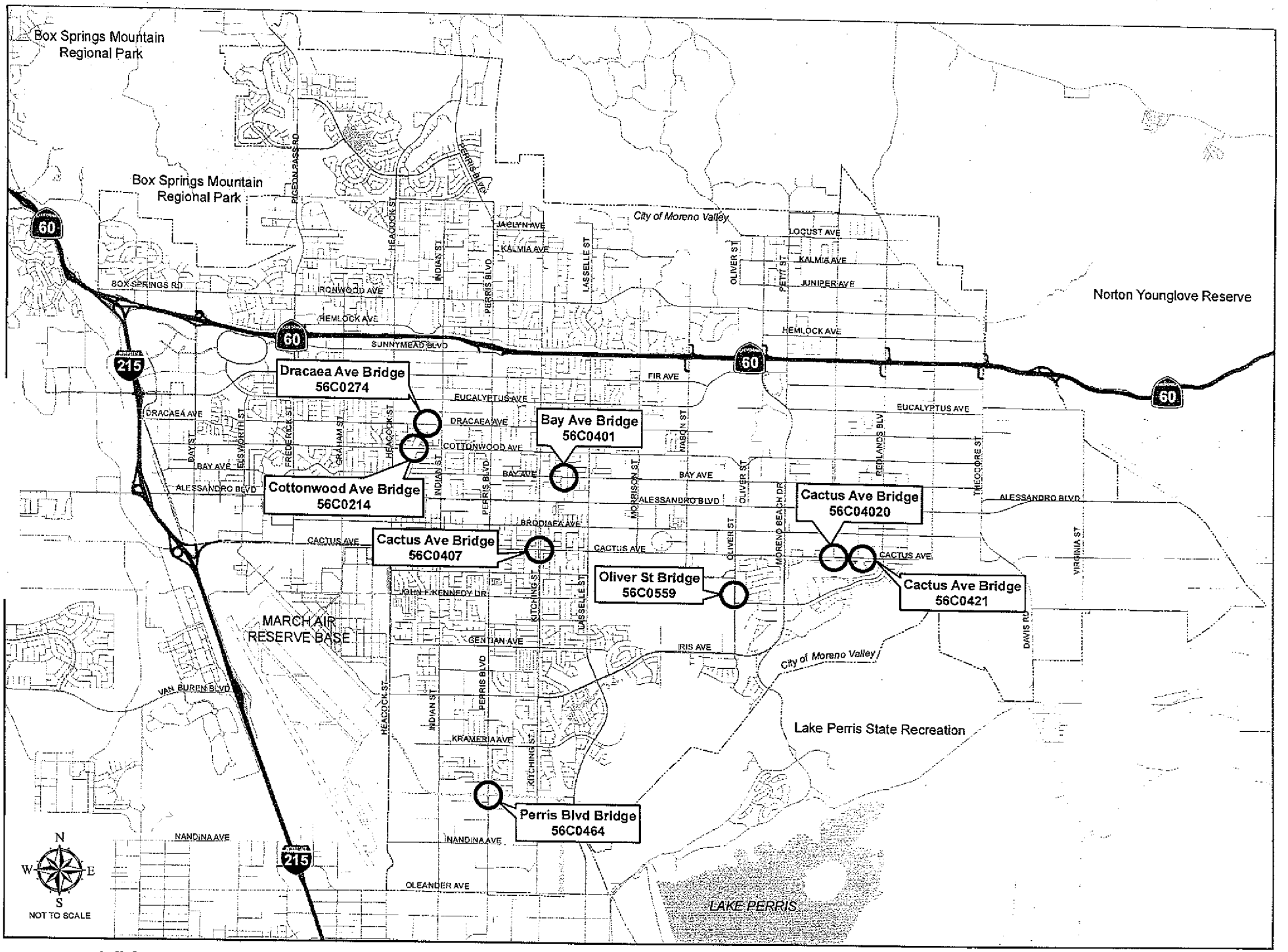

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

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MV00098987

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Beador Construction Company, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 0 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$203,300.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

ATTACHMENT "B"

It is, therefore, agreed that such damages shall be presumed to be in the amount of $400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate

protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls,

invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679828

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Beador Construction Company, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Beador Construction Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00098997

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679828

2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Beador Construction Company, Inc.,** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-22679828**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679828

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2011.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____2011

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 ***LOCA***L STREET PAVEMENT RESURFACING – PROJECT NO. 11-22679728 - *PHASE 1*

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728).

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

BACKGROUND

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive Proposition 1B

funding from the State Department of Finance. On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used $3.0 million of this Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Year 2009-2010 and 2010-2011. In addition, approximately $450,000 of Proposition 1B funding was also used for citywide bridge repairs and maintenance.

As part of the Fiscal Year 2010-2011 CIP Budget, the City Council approved to use the remaining Proposition 1B monies for pavement rehabilitation of a number of local streets. The local streets included in Fiscal Year 2010-2011 CIP Budget were prioritized based on City Council authorization on March 24, 2009, and separated into two (2) phases. This Phase 1 project will resurface a total of twenty six (26) local streets. The number of streets to be included in Phase 2 project will depend on the remaining funding and project savings from Phase 1 project.

On June 8, 2010, the City Council actions taken as part of the Fiscal Year 2010-2011 City Budget Approval, a portion of $1,037,000 in Measure A (Fund 125, Account No. 125.56330) became available for this project. The remaining portion of this Measure A (Fund 125) monies and the remaining Proposition 42 (Fund 225) monies will be used for the 2011 Pavement Resurfacing Project, which is to be constructed concurrently with this project.

The design and contract documents have been completed by in-house staff as a cost saving solution for the City. In January 2011, the project was advertised for construction bids.

DISCUSSION

This project will resurface twenty six (26) local streets which are included in the approved Capital Improvement Plan Fiscal Year 2010-2011. This project was designed to minimize the imported asphalt concrete materials by the use of pavement recycling to reduce the construction costs. The existing asphalt concrete pavement is to be ground up, hauled to designated processing plant, mixed with additional asphalt/oil, and re-layed in the streets. After pavement recycling, the streets will be overlayed with rubberized asphalt concrete to provide smooth, dark and robust finish surface. Rubberized asphalt concrete has many benefits including being cost effective, durable, safe, a proven road noise reduction paving product, and an environmentally friendly.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 8:30 a.m., February 17, 2011, for the subject project. Five (5) bids were received, as follows:

1. **Hardy & Harper, Inc. $2,096,000.00**
2. All American Asphalt..... $2,112,000.00

3. PALP, Inc. DBA Excel Paving Company..... $2,269,548.00
4. R.J. Nobel Company..... $2,336,170.00
5. Vance Corporation..... $2,379,940.00

Engineer's Estimate ..... $ 2,728,000.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125) and Proposition 1B (Fund 226). These funds are restricted to street rehabilitation or improvements. **There is no impact to the General Fund.**

BUDGETED FUNDS

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Costs (to be constructed concurrently)	($1,889,000)
Remaining Funds Available	$3,247,400

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 15% contingency)	$2,410,400
Construction Geotechnical Services	$50,000
Construction Survey	$30,000
Project Administration and Inspection (by City staff & consultants)	$95,000
Total Estimated Construction Related Costs	$2,585,400

ANTICIPATED PROJECT SCHEDULE

Begin Construction	April, 2011
Complete Construction	July, 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project involves resurfacing twenty six (26) local street segments by rejuvenating the existing pavement and overlaying the recycled pavement with rubberized asphalt concrete. The project will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

ATTACHMENTS

Attachment “A” – Location Map
Attachment “B” – Agreement with Hardy & Harper, Inc.

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099007

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES CT:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST:	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA RD:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	IRONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

Item No. A.5

MV00099008

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MV00099009

Agreement No. _____

AGREEMENT

PROJECT NO. 11-22679729

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Hardy & Harper, Inc.** hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda No. 1 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **$2,096,000.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **forty-five (45) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is

not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective

date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any

agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-22679728

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

Hardy & Harper, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00099016

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Locations

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-22679728

2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1
Various Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-22679728, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-22679728

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00099023

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT
PROJECT NO. 11-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved this Project as Recommended for Proposition 1B funding - the City was made eligible to receive Proposition 1B funding from the State Department of Finance through transportation (Account No. 226.79728). On June 18, 2008, the City received the first Proposition 1B funding installment in the amount of $2.9 million. On May 18, 2010, the City received the second installment in the amount of $2.6 million, totaling $5.5 million in Proposition 1B funding. The City has used approximately $3.3 million of the available Proposition 1B funding in combination with Proposition 42 (Fund 225) funding for pavement rehabilitation of seven (7) arterial street segments and four (4) collector street segments in Fiscal Years 2009/2010 and 2010/2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved use of the remaining Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In January 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

DISCUSSION

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid, and Additive Alternate “A” and “B” bid items, as stipulated in the bid documents. The City Clerk opened bids at 2:00 p.m., on February 16, 2011, for the subject project. The Eight (8) valid bids received are as follows:

	CONTRACTORS	Bid Amount
1.	**Hardy & Harper, Inc., Santa Ana**	**$1,441,000.00**
2.	Cooley Construction, Inc., Hesperia	$1,499,974.70
3.	Elite Bobcat Services, Inc., Corona	$1,537,852.06

4. R.J. Noble Company, Orange..... $1,600,353.29
5. All American Asphalt, Corona..... $1,661,759.96
6. Silvia Construction, Inc., Rancho Cucamonga..... $1,698,517.62
7. Excel Paving Company, Long Beach $1,719,187,98
8. Vance Corporation, Rialto $1,771,771.00

Engineer's Estimate $1,471,682.00

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Hardy & Harper, Inc. in their bid.

City staff is recommending a contract award to Hardy & Harper, Inc. for the Base Bid items, Additive Alternate "A" and Additive Alternate "B".

The Contractor will provide notification to all potentially affected property owners, and provide safe ingress and egress to their properties during construction. The Contractor shall notify local law enforcement, Fire Department, Waste Management of the Inland Empire, postal service, school district, and other affected entities of the project schedule.

ALTERNATIVES

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, do not authorize the City Manager to Execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of

the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125), Proposition 1B (Fund 226), and Proposition 42 (Fund 225). The funding for this project is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE CONSTRUCTION FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase I (to be completed concurrently)	($2,585,400)
Remaining Funds Available	$2,551,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 20% contingency)	$1,729,000
Construction Surveying Costs	$30,000
Construction Geotechnical Costs	$40,000
Project Administration and Inspection Services	$90,000
Total Estimated Construction Related Costs	**$1,889,000**

ANTICIPATED PROJECT SCHEDULE:

Start Construction	April 2011
Complete Construction	June 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This project will provide for the resurfacing of six (6) existing city streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Construction will generally include crack sealing, resurfacing with cold-in-place recycling (CIPR), rubberized asphalt concrete overlay, slurry seal, repair and/or reconstruction of several PCC access ramps to ADA requirements, re-establishment of traffic signal detector loops, hand-holes, utility covers, manholes, and re-striping work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement, Project No. 11-12556330

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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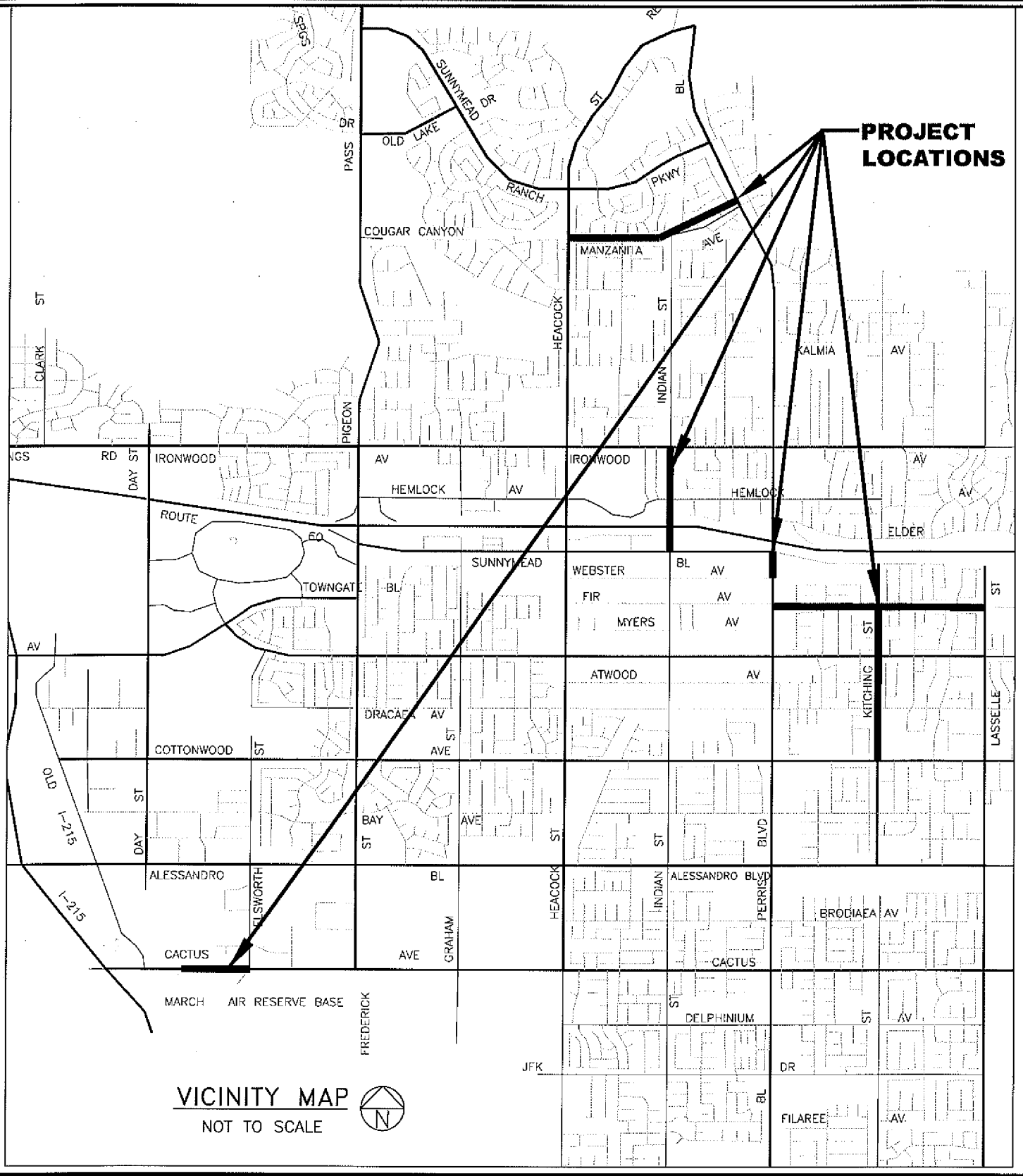

LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Item No. A.6

MV00099030

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MV00099031

Agreement No._____

AGREEMENT

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hardy & Harper, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 2 inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **$1,441,000,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **Sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $350.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 11-12556330

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

(Name of Contractor)

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Henry - 11-12556330 - Citywide Annual Pavement Resurfacing Program\Construction\Contractor\Agreement\2-17-11 Hardy & Harper Agreement for 2011 Pavement Resurfacing.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
Indian Street (Ironwood Avenue to Sunnymead Boulevard)
Fir Avenue (Perris Boulevard to Lasselle Street)
Perris Boulevard (Webster Avenue to Sunnymead Boulevard)

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

MV00099041

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Kitching Street (Fir Avenue to Cottonwood Avenue)
Manzanita Avenue (Heacock Street to Perris Boulevard)
Cactus Avenue (Commerce Center Drive to Elsworth Street)
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KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556330**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 11-12556330

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
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_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Securely attach this document to the signed document.

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MV00099045

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project.

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects are ongoing to improve the interchange. The SR-60/Nason Street Interchange Ramp Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate bridge overcrossing improvements needed to serve anticipated future traffic demand. The Nason/SR-60 Overcrossing project (07-41570024) consists of improvements to the Nason Street overcrossing bridge, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

On March 14, 2006, the City and WRCOG entered into an agreement for the Nason Street/State Route 60 interchange to receive reimbursement in the amount of $500,000 for the Project Approval/Environmental Document (PA&ED) phase of the project. On June 24, 2008, the City Council approved an amendment to the TUMF Reimbursement Agreement up to the maximum TUMF share for all phases of the project as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The TUMF agreement was further amended on December 3, 2008 and August 18, 2010 to update the scope of services, project schedule and project cost. The TUMF amendments continued to provide for reimbursement of design and right-of-way costs. Due to the subsequent drop in TUMF revenues, WRCOG could no longer guarantee funding for the construction phase.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage. Proposed improvements are consistent with the City's General Plan.

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed $55 million to finance projects. One of the Series A projects authorized by the City Council was the Main Public Library. On January 13, 2009, the City Council reprioritized the capital projects to be funded by the bonds. Funding for construction of the new library was reallocated to the Nason Overcrossing project. The funding of Nason Overcrossing project with RDA funds is eligible for reimbursement from TUMF revenues upon completion of construction as the monies are allocated in the TUMF Transportation Improvement Plan (TIP). The terms of reimbursement have been formalized and WRCOG has submitted a final draft agreement to the City.

DISCUSSION

The overcrossing project is expected to be advertised between September 2011 and March/April 2012 in order to begin construction of the project after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897).

The Agreement requires that the City complete construction of the project, including preparation of contract documents and advertising, award and administration of the construction contract. Upon project completion, WRCOG will reimburse the Redevelopment Agency at the rate of $1,000,000 per year up to the maximum TUMF share amount of $11,128,000. The Agreement provides a structured mechanism for reimbursement of the RDA bond funds.

The agreement is in its final draft form. Any changes that may be requested by either the City or WRCOG will be authorized by the City Manager, subject to the approval of the City Attorney. It is prudent to approve the agreement at this time prior to its finalization in order to memorialize the arrangement and protect the revenue stream for the RDA.

ALTERNATIVES

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and do not authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project in the form attached hereto, and do not authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-lieu Street Improvement Funds (Fund

414). These funds have been allocated for Nason/SR-60 overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	$ 30,000
Available Funds	**$16,634,000**

ESTIMATED CONSTRUCTION-RELATED COST

Nason/SR-60 Overcrossing	$14,000,000
Estimated Cost	**$14,000,000**

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	August 2011
Advertise Project*	September 2011 to March/April 2012
Begin Construction*	June 2012
Complete Construction	July 2013

**** Contingent upon completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This reimbursement agreement with WRCOG sets forth the details of the City's and WRCOG's responsibilities pertaining to the reimbursement of the construction phase of the Nason/SR-60 Overcrossing project.

ATTACHMENT

Attachment "A" – Agreement to Reimburse TUMF Funds for Nason/SR-60 Interchange

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099051

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

AGREEMENT TO REIMBURSE TUMF FUNDS

NASON/SR-60 INTERCHANGE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the CITY OF MORENO VALLEY (the "AGENCY"). WRCOG and the AGENCY are sometimes collectively referred to herein as the "PARTIES".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study entitled "TUMF Nexus Study", as may be amended from time to time.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. TUMF Program Funds are allocated in part to five geographic Zones established by WRCOG for making improvements to the Regional System of Highways and Arterials. Each Zone has adopted a Transportation Improvement Program ("Zone TIP") for its geographic area and a corresponding list of Qualifying Projects within the Zone TIP subject to reimbursement by TUMF Program Funds. The priority of Qualifying Projects receiving TUMF Program Funds is determined on a yearly basis for each Zone by WRCOG, in part based on the amount of TUMF Program Funds available.

E. The AGENCY proposes to continue to implement a Qualifying Project within the Central Zone's Zone TIP, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds to Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the PARTIES hereby agree as follows:

Attachment "A"

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Nason/SR-60 Interchange with Bridge, (the "Project"), a Qualifying Project, designated as WRCOG Project #05-CN-MOR-1013. A description of the Project, its implementation schedule setting forth the phases of work for the Project, a detailed scope of work and the AGENCY's estimated project cost thereof, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 19 below, is subject to modification as requested by the AGENCY and approved by WRCOG. It is understood and agreed that the AGENCY shall expend TUMF Program Funds only as set forth in the Agreement and only for the Project. To this end, any use of the funds provided pursuant to this Agreement shall be subject to the review and approval of WRCOG.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Eleven Million One Hundred Twenty-Eight Thousand Dollars ($11,128,000.00) or the actual cost, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 4 herein ("Funding Amount"). The PARTIES acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the PARTIES acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time. The AGENCY shall regularly update the Project cost and shall be eligible to request additional funds accordingly for the full cost of the project, but not in excess of the "Maximum TUMF Share." The PARTIES also acknowledge that WRCOG may distribute less than the Funding Amount or no TUMF Program Funds at all to the Agency for reimbursement of eligible Project expenses, if Funds are not available.

3. Release of TUMF Program Funds. The PARTIES acknowledge that the release of TUMF Program Funds shall be made for the reimbursement of Project costs until AGENCY completes the Project as determined by WRCOG and WRCOG determines the reimbursement, based on the five year Transportation Improvement Plan (TIP), approved by the Central Zone Committee and the WRCOG Executive Committee. The current 2009/2010-2013/14 TIP allocates one million dollars beginning in fiscal year 2012/13 annually to the Project. The payment to the Agency is subject to change by WRCOG due to a variety of factors that go into developing the TIP; any change to the payment will be processed through the TUMF Committee structure and the WRCOG Executive Committee.

4. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants;

(7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; and (9) construction management, field inspection, surveying, and material testing costs.

5. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any Agency administrative fees attributed to the reviewing and processing of the Project ; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

6. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following the completion of a phase and upon WRCOG's determination that the Project is eligible to receive a disbursement of TUMF Program Funds, the AGENCY shall submit all invoices for Project costs incurred and paid, separated by phase, to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices regularly during the course of the Project.

(b) Review and Reimbursement by WRCOG. Upon receipt of all invoices from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG.

7. Increases in Project Funding. The Funding Amount may, at the discretion of the Central Zone Committees in consultation with WRCOG, be augmented with additional TUMF

Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

8. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

9. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

10. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG. In the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG. The PARTIES shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism.

11. Term/Notice of Completion. The term of this Agreement shall commence on the date first herein above written and shall terminate at such time the $11,128,000 has been paid through allotments on the TIP as approved by the Central Zone TAC and Committee and WRCOG Executive Committee. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the PARTIES. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates _____ [INSERT NAME AND TITLE], or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure

of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

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

16. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within one hundred eighty (180) days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall, within one hundred eighty (180) days, complete, with its own funds any portion or segment of work for the Project for which TUMF Program Funds have been provided so as to make all portions or segments of the Project which have received funding under this Agreement usable for their intended purpose..

This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided so as to make all portions or segments of the work which have received funding under this Agreement usable for their intended purpose. .

17. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

18. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

19. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 15, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers,

agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

20. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than One Million Dollars ($1,000,000.00). Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000.00) each accident.

21. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be requested prior to the expiration of the term within which the AGENCY is doing work for the PROJECT and approved by the Central Zone Committee structure in consultation with WRCOG.. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

22. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

24. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or

disbursement charged by them. All such information shall be retained by the PARTIES for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

25. Equal Opportunity Employment. The PARTIES represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

26. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

27. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Time of Essence. Time is of the essence for each and every provision of this Agreement.

29. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

30. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

31. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

32. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

33. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
Public Works Department
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3130
Facsimile: (951) 413-3170

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Deputy Executive Director
Telephone: (951) 955-7985
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

34. Integration. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement, or in a fully executed contract amendment as described below, is null and void.

35. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

36. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the PARTIES and the interpretation of the PARTIES' understanding concerning the Agreement.

37. Contract Amendment. In the event that the PARTIES determine that the provisions of this Agreement should be altered, the PARTIES may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

38. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such

personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

39. Effective Date. This Agreement shall not be effective until executed by both PARTIES. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Rick Bishop
Executive Director

CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
City Manager

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By: _____ Date:_____
Henry Garcia
Executive Director

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists construction and all construction phase services, including advertisement and award.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Nason Street interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Nason ramps, adding auxiliary lanes, and replacing the overcrossing structure.

The SR-60/Nason Street Overcrossing project (Caltrans EA 323020) consists of the following: 1) replacement of the SR-60/Nason Street overcrossing structure, 2) widening of Nason Street overcrossing approaches, 3) modification of the intersection, ramp, and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, to the extent required, 4) provision for landscaping and irrigation and/or hardscape for the Nason Street interchange, 5) addition of bike facilities and sidewalks to the Nason Street overcrossing, 6) utility relocations, 7) addition of a soundwall between Elder Avenue and SR-60; and 8) related work as required.

A separate, prior project, the SR-60/Nason Street Ramp Realignment Project (Caltrans EA 323001) will construct eastbound on and off ramps, westbound on and off ramps and road improvements on Nason Street from Fir Avenue to Elder Avenue. The SR-60/Nason overcrossing project (Caltrans EA 323020) will be constructed upon completion of the SR-60/Nason Ramp Realignment Project (EA 323001).

EXHIBIT "A-1"

ESTIMATE OF TUMF SHARE

CONSTRUCTION PHASE ONLY

Per February 2009 Adopted Tip (Amended June 2009)

PHASE	TUMF	LOCAL	TOTAL
CON	$11,128,000	$0	$11,128,000
Subtotal per Feb. 2009 Adopted TIP (as amended June 2009)	**$11,128,000**	**$0**	**$11,128,000**

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Total Estimated Project Cost

EXHIBIT "A-2"

PROJECT SCHEDULE

Project Schedule needs to be updated

SR-60/Nason Overcrossing (Caltrans EA 323020)

PHASE	START DATE	COMPLETION DATE
PA&ED*	April 2004	February 2008
ENG	March 2008	May 2010
ROW	May 2008	December 2009
CON**	November 2010 (start construction Feb. 2011 following completion of EA 323001)	October 2012

* Completed.

** Includes advertisement and award.

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. During the course of the Project AGENCY shall submit invoices for eligible Project costs incurred during the course of the Project, divided by phase of work. The original invoices shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the phase and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

   Signed _____

   Title _____

Date _____

Invoice No. _____"

7. WRCOG will pay the AGENCY if WRCOG formally accepts the Project as complete, if the Project is of sufficient priority, as determined by WRCOG to receive TUMF Program funds, and all invoices have been submitted. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each phase, and shall be included on each invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Upon completion of each phase, Contractor shall submit all invoices for Services performed during the Project, divided by phase of work. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The

charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Progress Report and spreadsheets showing hours expended by task for each phase and total Project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title – Phase # __ - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Phase #_____-Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

PHASE NUMBER:
REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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MV00099075

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: PM 35629 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 – APRIL 18, 2011

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011.

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tentative Parcel Map 35629 was approved by City Council on February 10, 2009. The project is more commonly known as the Skechers Warehouse project. As part of the

conditions of the approved project, the developer is required to construct street improvements along Theodore Street from the SR-60 Westbound Ramp to Eucalyptus Avenue. Improvements include new turn lanes, signing and striping, guardrail, street lights, and associated paving.

DISCUSSION

HF Logistics – SKX T1, LLC. is requesting a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp to facilitate the construction of street improvements on Theodore Street. The road closure will be for four weeks, or 28 calendar days. The developer is currently seeking a permit from Caltrans for the closure of the SR-60 Eastbound and Westbound Ramps at Theodore Street. The closure of the SR-60 Eastbound Ramps at Theodore Street would run concurrently with the closure of Theodore Street. The request for the road closure is due to major improvement work along Theodore Street as well as within the ramp terminal.

Given the limits of the closure, no residences are located within the proposed closure. Residents located south of Eucalyptus Avenue will be able to follow detours to Gilman Springs Road as well as Redlands Boulevard to access SR-60. Furthermore, the detour plan routes traffic destined for the County Landfill via Redlands Boulevard and Ironwood Avenue.

ALTERNATIVES

1. Authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed to unforeseen construction issues.

2. Do not authorize a full road closure of Theodore Street between Eucalyptus Avenue and the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011. Do not authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*

FISCAL IMPACT

The developer will be responsible for all costs associated with this proposal.

NOTIFICATION

The contractor will be required to give notification to the County Landfill, Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste

Management, and affected residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

CITY COUNCIL GOALS

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

ATTACHMENTS

Exhibit "A" – Vicinity Map
Exhibit "B" – Road Closure Detour Map

Prepared By:
Michael Lloyd, P.E.
Senior Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Concurred By:
Mark Sambito, P.E.
Engineering Division Manager

Department Head Approval::
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\MichaelL\Staff Report (CC 3-8-11) Theodore Closure.doc

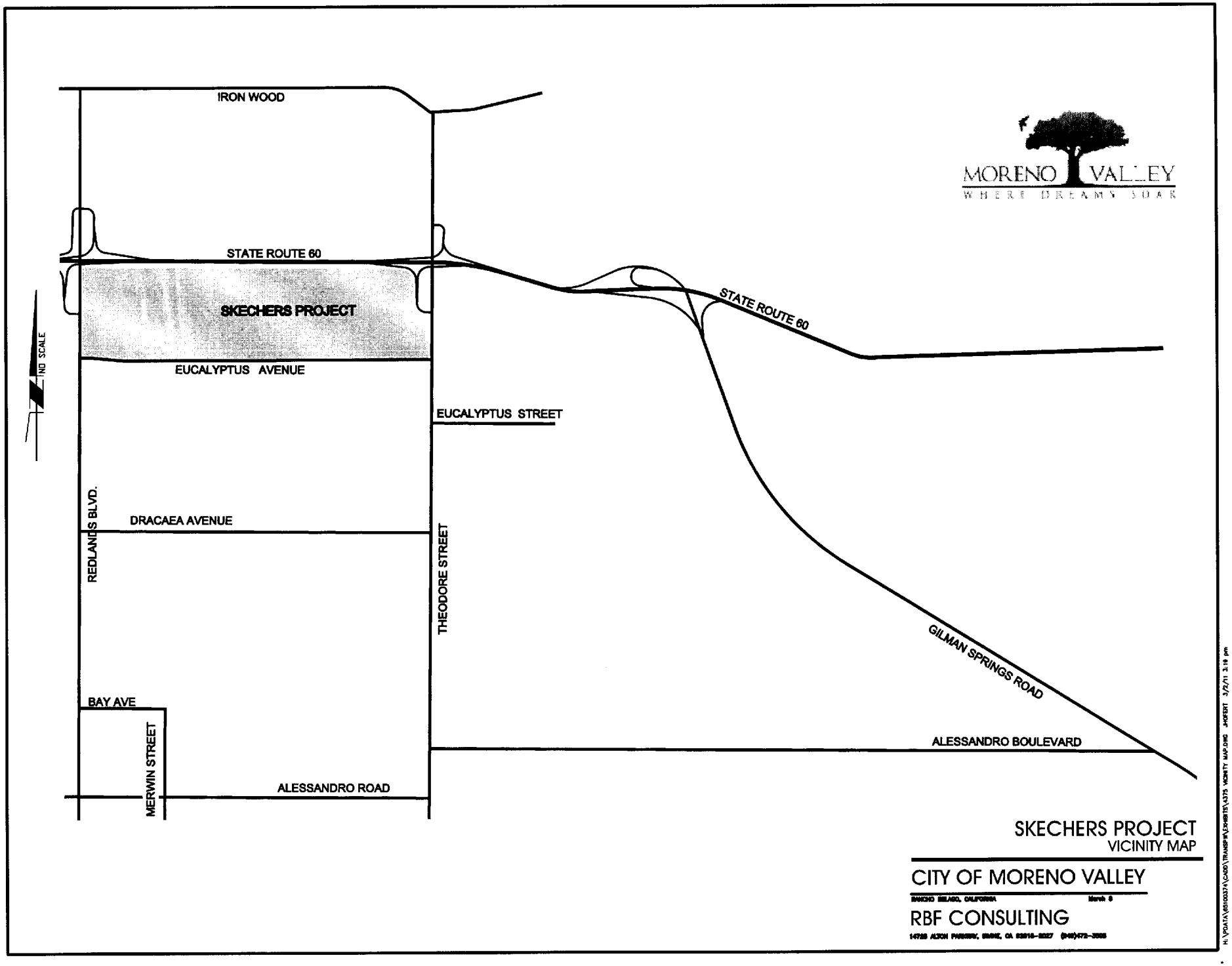
IRON WOOD
STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
EUCALYPTUS STREET
STATE ROUTE 60
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
MORENO VALLEY
WHERE DREAMS SOAR
SKECHERS PROJECT
VICINITY MAP
CITY OF MORENO VALLEY
RBF CONSULTING

EXHIBIT "A"

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MV00099081

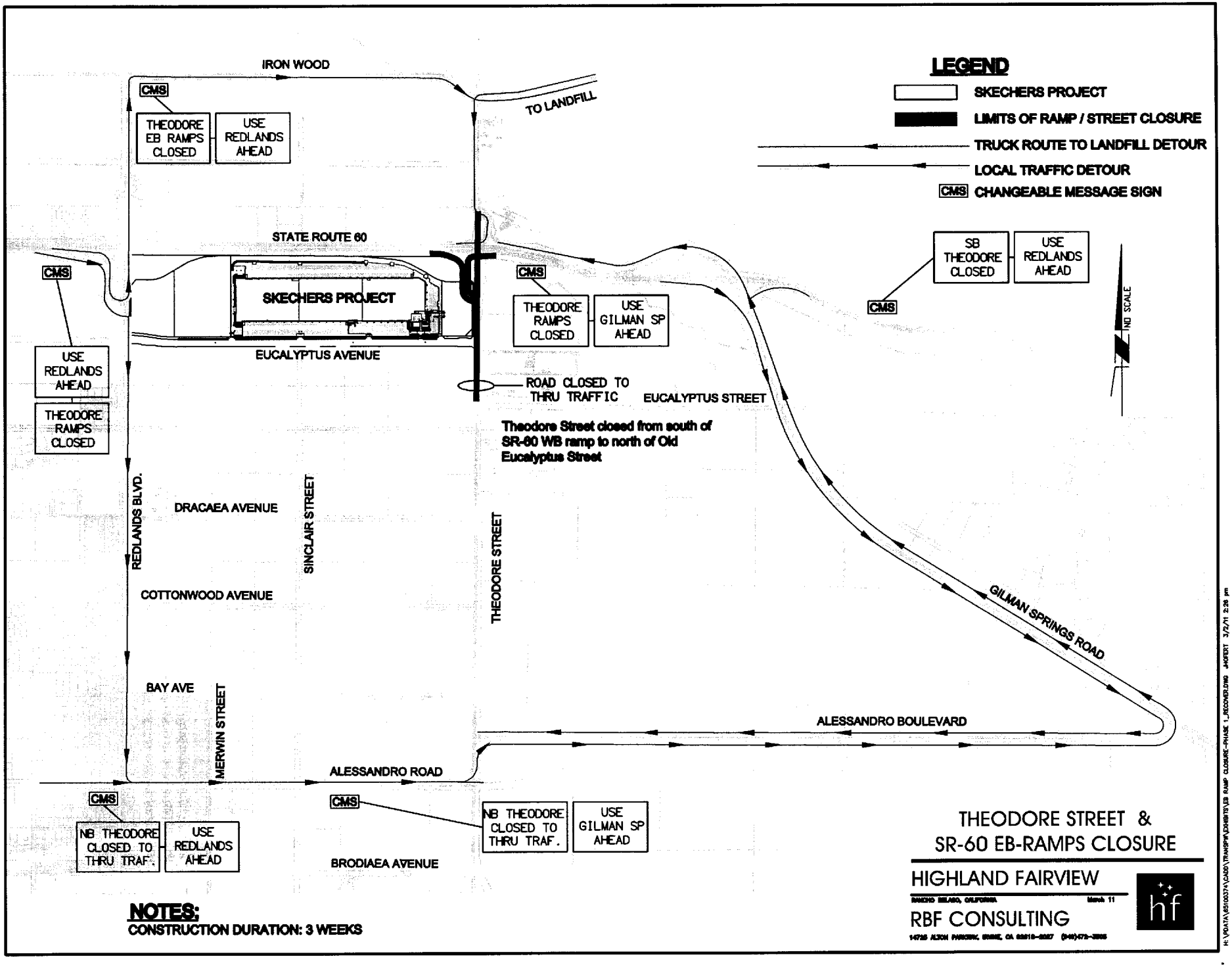
LEGEND
SKECHERS PROJECT
LIMITS OF RAMP / STREET CLOSURE
TRUCK ROUTE TO LANDFILL DETOUR
LOCAL TRAFFIC DETOUR
CMS CHANGEABLE MESSAGE SIGN
IRON WOOD
TO LANDFILL
CMS
THEODORE EB RAMPS CLOSED
USE REDLANDS AHEAD
STATE ROUTE 60
SKECHERS PROJECT
EUCALYPTUS AVENUE
CMS
USE REDLANDS AHEAD
THEODORE RAMPS CLOSED
CMS
THEODORE RAMPS CLOSED
USE GILMAN SP AHEAD
ROAD CLOSED TO THRU TRAFFIC
EUCALYPTUS STREET
Theodore Street closed from south of SR-60 WB ramp to north of Old Eucalyptus Street
CMS
SB THEODORE CLOSED
USE REDLANDS AHEAD
NO SCALE
REDLANDS BLVD.
DRACAEA AVENUE
SINCLAIR STREET
COTTONWOOD AVENUE
THEODORE STREET
GILMAN SPRINGS ROAD
BAY AVE
MERWIN STREET
ALESSANDRO BOULEVARD
ALESSANDRO ROAD
CMS
NB THEODORE CLOSED TO THRU TRAF.
USE REDLANDS AHEAD
CMS
NB THEODORE CLOSED TO THRU TRAF.
USE GILMAN SP AHEAD
BRODIAEA AVENUE
NOTES:
CONSTRUCTION DURATION: 3 WEEKS
THEODORE STREET &
SR-60 EB-RAMPS CLOSURE
HIGHLAND FAIRVIEW
RBF CONSULTING

EXHIBIT "B"

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MV00099083

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Authorize the Mayor to execute the Amended Agreement.

BACKGROUND

The March Joint Powers Authority consists of Riverside County, along with the cites of Moreno Valley, Perris and Riverside. The March Joint Powers Agreement has been modified many times to meet the ever changing needs for the reuse efforts of the March Joint Powers Authority.

DISCUSSION

Because proposed legislation by the State of California threatens to abolish redevelopment agencies in California, an Amendment to the March Joint Powers Authority has been adopted to provide, under the terms of the agreement, for a succession plan upon the dissolution of the March JPA's Redevelopment Agency. The March Joint Powers Authority shall assume all the rights, powers, duties and obligations of the March JPA Redevelopment Agency should the entity be dissolved.

ALTERNATIVES

1. Approve the Amended March Joint Powers Authority Amendment #12.

2. Decline to approve the Amended March Joint Powers Authority Amendment #12.

FISCAL IMPACT

Approval of the Amended March Joint Powers Authority Amendment #12 shall have NO fiscal impact on the City of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A - Amended March Joint Powers Authority Amendment #12

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

JOINT POWERS AGREEMENT

BETWEEN

THE CITIES OF MORENO VALLEY,
PERRIS AND RIVERSIDE AND THE
COUNTY OF RIVERSIDE

FOR

THE FORMATION OF A

JOINT POWERS AUTHORITY
TO FORMULATE AND IMPLEMENT
PLANS FOR THE USE AND REUSE
OF
MARCH AIR FORCE BASE

PROPOSED AMENDMENT #12
MARCH 2, 2011

Attachment A

TWELFTH AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITIES OF MORENO VALLEY, PERRIS AND RIVERSIDE AND THE COUNTY OF RIVERSIDE FOR THE FORMATION OF A JOINT POWERS AUTHORITY TO FORMULATE AND IMPLEMENT PLANS FOR THE USE AND REUSE OF MARCH AIR FORCE BASE

THIS JOINT POWERS AGREEMENT dated this ___ day of _____, 2011, is made by and between the CITIES OF MORENO VALLEY, a general law city of the State of California, PERRIS, a general law city of the State of California, and RIVERSIDE, a charter city and municipal corporation of the State of California (hereinafter sometimes jointly referred to as "Cities") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (hereinafter sometimes referred to as "County").

WITNESSETH

WHEREAS, Cities and County and other governmental entities have met and discussed the present and future use and reuse of March Air Force Base, including the impacts associated therewith upon surrounding communities and upon region; and

WHEREAS, although Cities and County each have the authority and power to formulate and implement plans for the use and reuse of March Air Force Base, and to acquire, own, maintain and operate and airport in conjunction therewith, nevertheless it is apparent that no single existing local governmental entity or institution has the requisite capability to exercise such powers, hereinafter sometimes referred to as "the Joint Powers," in a manner which would most efficaciously serve the interests of the Cities and County or of the region; and

WHEREAS, March Air Force Base is a federal enclave located in the western portion of the County of Riverside; and

WHEREAS, the Cities and certain unincorporated areas of the County are adjacent and in close proximity to March Air Force Base; and

WHEREAS, Cities and County desire to organize themselves pursuant to this Joint Powers Agreement, hereinafter referred to as "the Agreement," to develop and formulate goals, objectives and priorities, and thereafter, to amend this Agreement or to create an appropriate successor entity to implement such goals, objectives and priorities; and

WHEREAS, Cities and County (sometimes jointly hereinafter referred to as "Parties") are authorized to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. Purpose. This Agreement is made under the provisions of the Act and is made for the following express purposes: (a) Developing and formulating and implementing plans for the organization, development and establishment of program goals, objectives and priorities for the use and reuse of March Air Force Base; (b) Obtaining of funding and other resources, as is more specifically set forth in Section 6 herein; (c) Creating a Redevelopment Agency having all of the rights, powers, and duties related thereto and carrying out the necessary actions to form and implement a redevelopment project area; (d) Creating an "Airport Authority" having all the rights, powers, and duties related thereto; (e) Functioning as the single, local, representative of the region and the most affected communities in respect to formulating and implementing plans for the use and reuse of March Air Force Base; and (f) Planning and implementing the development of land in the area covered by the March "Master Reuse Plan" and Air Force Village West in it's entirety, including the preparation and adoption of a General Plan and/or a Specific Plan, the preparation and adoption of zoning and other land development standards, the preparation and adoption of health and safety codes related to

development activities, and the implementation of these functions through the creation of appropriate Boards and Commissions pursuant to California law.

The purposes of this Agreement shall be accomplished and said common powers exercised in the manner hereinafter set forth, subject however to such restrictions as are applicable to County in its manner of exercising such powers, as required by Government Code Section 6509.

Section 2. Creation of the Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "March Joint Powers Authority," hereinafter referred to as "the Authority." The Authority shall be a public entity, separate and apart from its members, and, as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. Term. The term of this Agreement shall commence upon approval and execution of this document by County and all three Cities and shall continue until terminated by the Parties hereto by their mutual written consent as provided in Section 4.

Section 4. Terminations and Amendments.

(a) Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal, and this Agreement shall thereupon be deemed automatically amended to reflect the deletion of said Party from this Agreement.

(b) This Agreement initially contemplates a four-party Agreement. However, if any Party elects to withdraw during the term of this Agreement pursuant to Subsection 4 (a) above, the remaining Parties, if two or more in number, may elect to continue with the purposes of this Agreement and this Agreement shall be appropriately amended to reflect the change in membership.

(c) Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to

extend the term thereof; (2) amended to add new Parties; or (3) amended to change any substantive portion of the Agreement, or any one or more of the foregoing, in accordance with all applicable laws, rules and regulations.

(d) The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. If it is deemed that Sections 6511 and 6512 of the Act are applicable after completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, shall be returned to the then Parties to the Agreement in proportion to the contributions made. For purposes of this distribution, "contributions made" include unreimbursed in-kind services, materials and equipment provided by a Party.

Section 5. Creation of the Joint Powers Commission ("JPC").

(a) Creation of JPC. In order to effectuate the purposes of this Agreement as set forth in Section 1 hereof and to accomplish the Action Steps described in Section 6 hereof, Cities and County agree to establish at the earliest possible date after commencement of this Agreement, a Joint Powers Commission (hereinafter referred to as "JPC"), which shall be the governing body of the entity created by this Agreement and all the powers of such entity shall be exercised by the JPC.

(b) Membership. The JPC shall initially be composed of eight (8) Members. Each Party to this Agreement shall be represented by two (2) JPC Members with each Member being entitled to one (1) vote. In the event only one Member or the Alternate is present representing the same Party, that Member or Alternate who is present may cast two (2) votes on behalf of that Party in any manner deemed appropriate by such Member or Alternate. In the event no Member or Alternate of a Party is present at the time that votes are cast on a matter, the votes of such absent Members or Alternate shall be considered as not having been cast.

(c) Designation of Representatives and Alternates. The governing body of each Member on the JPC shall appoint by resolution its Representatives and may appoint by resolution an Alternate to the JPC. A copy of the resolution shall be furnished to the JPC. Each Representative and Alternate must hold an elective office on the respective governing body appointing the Representative and Alternate. Alternates shall have the authority to act in a Representative's absence. Representatives for the County of Riverside shall be the Supervisors of Districts I and V and the Alternate for the County of Riverside shall be the Supervisor of District III.

Representatives and Alternates shall serve on the JPC during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a Representative's or Alternate's position on the JPC shall automatically terminate if and when the term of the elected public office of such Representative or Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the JPC of the name of the replacement Representative or Alternate by forwarding a copy of the resolution appointing such replacement Representative or Alternate to the JPC .

(d) Quorum and Transaction of Business. The presence of five (5) Members of the JPC shall constitute a quorum of which a least four (4) Members shall represent each Party to this Agreement, provided, however, that there shall be no requirement for the presence of four (4) Members representing each Party if both Members of the Party are absent for two (2) successive meetings. A vote of five (5) Members shall be necessary for the transaction of business, except for adjournment of a meeting which shall require only a majority vote of those present. No proxy or absentee voting shall be permitted.

(e) Meetings. The JPC shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the JPC and a copy of such resolution shall be filed with the governing body of each of

the Parties and with each Party's designated Representatives. Special meetings and adjourned meetings may be held as required or permitted by law.

(f) Ralph M. Brown Act. All meetings of the JPC, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Pursuant to Government Code Section § 54956.96, Members or Alternates may disclose information discussed in closed session that has direct financial or liability implications for any Party to this Agreement to the following individuals:

(1) Legal counsel of any Party to this Agreement for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(2) Other members of the legislative body of the Party present in closed session of that member Party.

Furthermore, any Alternate who is also a member of the legislative body of any Party and who is attending a properly noticed meeting of the JPC in lieu of a Member may attend closed sessions of the JPC.

(g) Officers. The JPC shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year shall select or re-select its officers. In the event an officer resigns or ceases to be an officer, the JPC shall select a replacement therefor at the next regular meeting of the JPC. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

(h) Management, Staff and Support Personnel. Subject to the availability of funds, the JPC may contract for or employ such staff and support personnel as may be necessary or desirable in implementing and carrying out the purposes of this Agreement. Such staff and personnel shall exercise those powers, duties and responsibilities imposed or conferred herein or conferred thereon by the JPC.

Additional support personnel for the JPC may be provided by the staff of the Parties to this Agreement subject to such conditions as may be approved by the governing bodies of such personnel and by the JPC.

(i) Rules. The JPC may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the JPC.

(j) Funding and Support. It is anticipated that the operating funds of the JPC will be derived from grants, donations, and from "in kind" contributions from the Parties to this Agreement.

The JPC, in the name and on behalf of the Authority, may apply for, accept, and utilize grants from any governmental or private source in order to implement and carry out the purposes of this Agreement.

After consultation with the JPC, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the objectives of this Agreement and, unless otherwise approved by all members of the JPC, all obligations assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the JPC.

The JPC may request the Parties to this Agreement to contribute funds; provided, however, that any such contribution shall be on an equal basis as among the Parties unless such request by unanimous vote of all the Members of the JPC provides otherwise. Such funds may not be assessed or collected unless the governing body of each Party to this Agreement consents thereto.

Any revenue, rents, profits or issues derived by, or on behalf of, the JPC other than grants, donations and "on kind" contributions from the Parties to this Agreement and which are not required to implement and carry out the purposes of this Agreement, shall

be shared and distributed equally to the Parties of this Agreement unless otherwise as directed by unanimous vote of all the Members of the JPC.

(k) Consultants. Subject to the availability of funds, the JPC may employ such consultants as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(l) Fiscal Year. The fiscal year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

(m) Treasurer. The Treasurer of the Authority shall be a designated member of the Commission or the staff. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the JPC. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the JPC for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority or JPC; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the JPC.

(n) Controller. The Executive Director, or another appointed person or a contracted private firm at the discretion of the Commission, shall be the Controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the JPC or by any other person authorized to so approve such by this Agreement or by resolution of the JPC. The Controller shall

perform such duties as are set forth in this Agreement and such other duties as are specified by the JPC.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the JPC, shall contract with an independent certified public certified public accountants to make accountant or firm or an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a change against any unencumbered funds of the Authority available for such purpose. The JPC by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(o) Technical Advisory Committee. There is hereby established within the Authority a Technical Advisory Committee. The members of the Technical Committee shall be as follows:

(i) The Member of the United States House of Representatives who represents the Congressional District which includes March Air Force Base, or the designee of such Member;

(ii) The City Manager of each of the cities which are parties to this Agreement, or the designee thereof;

(iii) The Chief Administrative Officer of the County of Riverside, or the designee thereof; and

(iv) Such other persons as the foregoing membership may select, including, without limitation, representatives of private and governmental entities.

The TAC shall also involve in its discussion non-voting "ex-officio" members. These members may be changed from time-to-time, but at a minimum the Executive Director of the Western Riverside Council of Governments and the Base Transition Coordinator shall be considered as "ex-officio" members of the TAC.

The Chairperson of the Technical Advisory Committee shall be the Member of the United States House of Representatives or the designee of such Member.

The duties of the Technical Advisory Committee shall be:

(i) To act as an advisory body to the JPC in matters relevant to the purposes of this Agreement; and

(ii) To undertake such other duties as may be assigned to the Committee by the JPC.

Section 6. Achievement of Purposes. In order to achieve the purposes set forth in this Agreement, the JPC shall convene as a body and shall be charged with the responsibility of hearing and reviewing oral and written reports, analyzing documentary evidence, engaging in discussions, making inspections, examining all relevant data as is more specifically set forth in the specific action steps hereinafter provided:

(a) Short Term Action Steps.

(1) Identify available funding, in accordance with Section 5(j), from available federal, state and private grants to aid in the financing of the work associated with the purposes of this Agreement.

(2) Coordinate the actions and plans of the Authority with other governmental entities and interested organizations.

(3) Investigate and recommend interim and permanent finance programs in order to serve the best interests of the affected communities and the region and to accomplish the purposes of this Agreement.

(b) Long Term Action Steps.

(1) Develop a cohesive plan for use and reuse of March Air Force Base and its surrounding environs to the extent such plan does not conflict with federal, state or local law.

(2) Serve as the single, local representative organization in working with the office of Economic Adjustment of the United States Department of Defense.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be all inclusive. The JPC may authorize other acts to be done in the accomplishment of the purposes of this Agreement. One or several acts may take place concurrently or in sequence as the JPC shall direct.

Section 7. JPC a Separate Entity; Liability; Immunity. The JPC shall be a public entity separate and apart from the Parties to this Agreement. However, each Party to this Agreement shall defend, indemnify and hold harmless each other party from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

It is the intent of the Parties that, except as provided herein, the JPC cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, any such debts, liabilities or obligations shall be shared, and otherwise apportioned, equally as among the Parties to this Agreement unless the JPC by unanimous vote of all the Members of the JPC directs otherwise.

However, to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

As to the officers, agents, Representatives, Alternates, and employees, if any, of the JPC or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 8. Successor Agency, Allocation of Assets and Liabilities Upon Dissolution of the March Joint Powers Redevelopment Agency. Upon dissolution of the March Joint Powers Redevelopment Agency (the "Agency"), the Authority is hereby designated the successor agency with all authority, rights, powers, duties and obligations previously vested with the Agency. Any and all assets and liabilities in possession of the Agency shall be transferred to the Authority, as the successor agency, upon the Agency's dissolution.

Section *9*. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section *10*. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

(a) March Joint Powers Commission
c/o Executive Director
23555 Meyer Drive
Riverside, CA 92518

(b) City of Moreno Valley
c/o City Manager
P. 0. Box 88005
Moreno Valley, CA 92552-0805

(c) City of Perris
c/o City Manager
135 N "D" St.
Perris, CA 92570-1998

(d) City of Riverside
c/o City Manager
3900 Main Street, 7th Floor
Riverside, CA 92501

(e) Riverside County Board of Supervisors
c/o Clerk of the Board of Supervisors
County Administrative Center
4080 Lemon Street
Riverside, CA 92501

Section *11*. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section *12*. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

Section *13*. Powers Not Included in Agreement. It is contemplated that certain common powers of the Parties to this Agreement may be needed in the future, however, until such time as the Parties may deem otherwise and this Agreement is amended to specifically so provide, it shall not be construed or interpreted to mean that the Authority or the JPC possesses the power, right or authority to mandate the expenditure of funds by Parties to this Agreement, or to incur any obligation on behalf of any Party to this Agreement; provided further, however, in the event this Agreement is amended to provide for the regulation or control of land use, any Party may disapprove any proposed

regulation or control of land use affecting any real property which is within, or contiguous to, the jurisdiction of such Party.

Except as specifically provided to the contrary herein, this Agreement is not designed to, nor shall it be construed or interpreted to affect the rights of any Party to this Agreement. Furthermore, this Agreement shall not be construed to prohibit any Party from applying for or accepting any grants, funds or monies for any purpose when the obligations thereunder become the sole obligation of said Party.

Section *14*. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section *15*. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be

Amendments to this Agreement which will further define the rights and obligations of the Parties.

(f) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(g) Duplication Rights. Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the JPC or by any other Party hereto pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Date: _____

CITY OF MORENO VALLEY

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

21317.00010\5864288.1

Date: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

CITY OF RIVERSIDE

BY: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
City Attorney

Date: _____

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Deputy

APPROVED AS TO FORM this

_____ day of _____, 2011

_____
County Counsel

21317.00010\5864288.1

MV00099103

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00099105

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00099107

APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

SEE AGENDA ITEM A.7

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MV00099109

MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00099111

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00099113

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 8, 2011

TITLE: APPOINTMENTS TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint three (3) members for terms expiring March 31, 2015;

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

BACKGROUND

On October 20, 2010, the City Clerk's Office posted a Notice of Openings for the Planning Commission three terms expiring March 31, 2015. Appropriate time frames with respect to noticing vacancies were followed. Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment.

Eleven applications were submitted and reviewed by the City Council. The City Council interviewed seven applicants on February 23, 2011. In alphabetical order, the selected applicants for consideration of appointments are as follows:

Gary E. Baugh, Amber Crothers, Rick De Jong, Thomas Andrew Owings, and Mary E. "Meli" Van Natta.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Openings
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Selected for Interviews Held on February 23, 2011

Gary E. Baugh

Amber Crothers

Rick De Jong*

Alvin C. Horn

Thomas Andrew Owings

Carlos Ramirez

Mary E. “Meli” Van Natta

* Incumbent

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MV00099117

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Community Facilities District No. 4-Infrastructure

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 8, 2011

TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS; APPOINTING THE FISCAL AGENT; APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS; AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council, acting in its capacity as the legislative body of City of Moreno Valley Community Facilities District No. 4-Infrastructure:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and
2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement in the form attached.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Ridge Property Trust submitted an application on May 13, 2004 to form a community facilities district to fund the acquisition and/or construction of public improvements for the proposed development of the Centerpointe Business Park through the payment of special taxes. Any bonds issued for the community facilities district shall be secured by those special taxes. The City approved the developer's request and on October 25, 2005 Community Facilities District No. 4–Infrastructure ("CFD No. 4-I" or "District") was formed. The District is generally located south of Alessandro Boulevard, east of Frederick Street, north of Cactus Avenue, and west of Heacock Street. The public improvements, to be financed through bonds, include: street improvements, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements, and appurtenant structures and facilities; to date all improvements have been constructed and accepted by the City. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for bond issuances shall be secured through the CFD No. 4-I annual special tax levy on properties within the District.

The developer's proposed ultimate plans are to construct twelve buildings within the Centerpointe Business Park. Five of the twelve buildings have been constructed and are occupied; buildings 4, 5, 6, 8, and 9 (see Attachment 7). Building 8 was sold to the United States Postal Service ("USPS") and the special tax obligation was prepaid. The USPS parcel still remains within the boundaries of the CFD but is not subject to the payment of any future special taxes.

Since 2004, consultants have been retained for a variety of services pertaining to the formation and/or issuance of bonds for the District. Bond issuance documents have been previously drafted; however, have required revisions due to modifications to the District, developer's construction financing, and changing market conditions. These efforts have increased the cost of issuance as well as the cost for consultants for this District.

Fieldman, Rolapp & Associates, Inc. was retained for Financial Analyst Services for CFD No 4-Infrastructure in 2005. The original contract consisted of Financial Services for the formation of and issuance of bonds for CFD No. 4-I and CFD No. 5 (Stoneridge). The First Amendment to the contract was entered into in August 2005, which modified the amount received for formation services for each district. The Second Amendment, entered into in September 2010, pertained solely to CFD No. 4-I. The Second Amendment, approved by the City Council on December 14, 2010, was for services for the modification of the existing rate and method of apportionment. Listed below is a summary of the prior amendments for this contract. While the contract amounts have been amended, not all monies have been expended to date.

Contract Summary for Fieldman, Rolapp & Associates, Inc.

	Original Contract	First Amendment	Second Amendment	Subtotal
CFD No. 4-I				
Formation	$ 12,500	$ 12,500	$ 9,500	$ 34,500
Issuance	$ 31,000			$ 31,000
				$ 65,500
CFD No. 5				
Formation	$ 12,500	$ 10,000		$ 22,500
Issuance	$ 31,000			$ 31,000
				$ 53,500

DISCUSSION

The City Council is being asked to approve and adopt the Resolution of Issuance to authorize the issuance of City of Moreno Valley CFD No. 4-I designated 2011 Special Tax Bonds (the "Bonds") Not-to-Exceed $10,000,000 to finance the acquisition of the authorized improvements for the District. The Bonds will be secured solely from the proceeds of special taxes levied to the parcels within the District pursuant to the amended and restated rate and method of apportionment of special taxes. The issuance of bonds shall not constitute a general obligation of the City.

Resolution of Issuance
By adoption of the Resolution of Issuance, the City Council will:

1. Authorize the issuance of the Bonds in a principal amount not to exceed $10,000,000

2. Appoint Wells Fargo Bank, National Association as the Fiscal Agent.

3. Approve the form of the following documents related to the issuance, sale and delivery of the Bonds:

    a. Fiscal Agent Agreement by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association;

    b. Preliminary Official Statement;

    c. Bond Purchase Agreement by and between the City and E. J. De La Rosa & Co, Inc. (the "Underwriter"); and

    d. Continuing Disclosure Agreement by and between the City, on behalf of itself and the District, and the Fiscal Agent, as dissemination agent.

4. Delegate the City Manager, Assistant City Manager and Financial & Administrative Services Director the authority to approve the final form of the foregoing documents (collectively, the "Bond Documents") with such additions therein or changes as the City Manager, Assistant City Manager, and Financial & Administrative Services Director may deem necessary and advisable and to execute the Bond Documents for and on behalf of the City and the District.

5. Authorize the negotiated sale of the Bonds to the Underwriter so long as the terms of such sale conform to the following financial parameters:

    a. The aggregate principal amount of the Bonds shall not exceed $10,000,000;

    b. The fair market value of the taxable property in the District shall be more than 3 times (3:1) the principal amount of the Bonds. Bruce Hull and Associates (the "Appraiser") submitted an appraisal dated December 31, 2010, in which the Appraiser estimated the fair market value of the properties which are projected to be subject to the levy of the special taxes to pay the principal of and interest on the 2011 Bonds to be $58,000,000;

    c. The interest rate on any maturity of the Bonds shall not exceed 8.30%; and

    d. The discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds. For example: if the par amount of the Bonds is $10,000,000 and the original issue discount is $200,000 then the Underwriter discount shall be equal to $196,000 ([$10,000,000-200,000]*2%=$196,000).

6. Authorize the preparation of the Final Official Statement.

Description of the Bond Documents
The following is a brief description of the Bond Documents:

Fiscal Agent Agreement. The Fiscal Agent Agreement between the City of Moreno Valley and Wells Fargo Bank, National Association, establishes the terms and conditions pursuant to which Bonds will be issued and subsequently administered. Among other terms and conditions, the Fiscal Agent Agreement:

    a. Sets forth the maturity schedule and interest rates applicable to the Bonds;

    b. Establishes various funds and accounts to be held by the Fiscal Agent into which the proceeds of the Bonds and the special taxes will be distributed.

The Agreement also establishes the terms and conditions pursuant to which such funds are to be transferred to pay; and

c. Sets forth covenants of the City necessary to maintain the tax-exempt status of the Bonds and insure that adequate special taxes are levied annually to pay scheduled debt service on the Bonds.

Preliminary Official Statement. The Preliminary Official Statement is the offering document and is required to contain all relevant and material information necessary to enable a prospective purchaser to make a decision to purchase or not to purchase the Bonds. The Preliminary Official Statement contains information on the District, Developer, security for the Bonds, amended and restated rate and method of apportionment, and terms and conditions for issuing and administrating the Bonds. If the Resolution of Issuance is approved a Final Official Statement will be prepared.

Bond Purchase Agreement. The Bond Purchase Agreement establishes the terms and conditions pursuant to which the City will offer to sell and the Underwriter will offer to purchase the Bonds. The City Manager, Assistant City Manager and Financial & Administrative Services Director are authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

Continuing Disclosure Agreement. The Continuing Disclosure Agreement contains the commitment by the City to comply with federal law by providing ongoing information to the municipal bond market regarding the Bonds and the District. The report is due annually no later than April 1.

To comply with federal laws the property owner is required to submit a Developer Continuing Disclosure Report annually no later than March 1. In addition, a semiannual report shall be submitted no later than September 1.

Third Amendment to the Agreement for Professional Financial Analyst Consultant Services

In addition to the resolution of issuance, this staff report contains the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for approval. Due to the numerous starts and stops regarding the issuance of bonds for this District, the consultant has submitted a request to revise the contract to recover costs incurred. The Third Amendment increases the cost of issuance from $31,000 to $65,000 and establishes a Not-to-Exceed amount for “Other Services” and “Expenses” in the amount of $6,250. The Not-to-Exceed amount was necessary to be included in this agreement to ensure the final costs billed under the “Other Service” and “Expenses” categories remain at a reasonable level.

ALTERNATIVES

1. Approve:

a. And adopt the resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

Approval of the resolution and the documents supporting the bond sale will permit the bonds to be sold for CFD No. 4-I. Also, allowing the Third Amendment to the Agreement for Financial Services will allow the consultant to complete the work necessary for the bond issuance for the District.

2. Do not approve:

a. The resolution authorizing the issuance of bonds of CFD No. 4-I designated 2011 Special Tax Bonds in an aggregate principal amount not to exceed $10,000,000; appointing a Fiscal Agent; approving the forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement; authorizing negotiation of terms of the sale of said bonds; and authorizing the preparation of the Final Official Statement; and

b. The Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.

This alternative may delay the sale of bonds for CFD No. 4-I. Not approving the Third Amendment to the Agreement for Financial Services shall halt necessary work to be performed by the consultant related to the bond issuance for the District.

FISCAL IMPACT

The developer shall pay costs for all professional services, which include the contract for Fieldman, Rolapp & Associates, Inc. related to the sale of the bonds for CFD No. 4-I, with the exception of the cost of issuance fees for consultant services that are under contract to be paid through bond proceeds. Ongoing administrative services provided by Special Districts will be reimbursed annually from the special tax levy.

Acquisition of the public facilities in CFD No. 4-I shall be paid for through bond proceeds. The District has been authorized by Resolution 2005-95 to issue up to $16 million of bonds. Debt service for any future bond issuances shall be secured through

an annual special tax levy on properties within the District. **The issuance of bonds shall not constitute a general obligation of the City.**

CITY COUNCIL GOALS

Public Facilities and Capital Projects
Once bonds are sold, the proceeds shall be used to acquire the approved public improvements.

Revenue Diversification and Preservation
The debt service on the bonds will be paid for through an annual special tax levied on properties within the District.

SUMMARY

The action before the City Council, acting in their capacity as the Legislative Body of CFD No. 4-I, is to adopt the resolution of issuance authorizing the sale of bonds for CFD No. 4-I designated as 2011 Special Tax Bonds; appoint the Fiscal Agent; approve the forms of the Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement, and Continuing Disclosure Agreement; authorize negotiation of terms of the sale of said bonds; and the preparation of the Final Official Statement. In addition, the Third Amendment to Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc. is being presented for approval.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1:	Resolution Authorizing the Issuance of Bonds of CFD No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving the Forms of a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of said Bonds, and Authorizing the Preparation of the Final Official Statement
Attachment 2:	Fiscal Agent Agreement
Attachment 3:	Preliminary Official Statement
Attachment 4:	Bond Purchase Agreement
Attachment 5:	Continuing Disclosure Agreement
Attachment 6:	Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure with Fieldman, Rolapp & Associates, Inc.
Attachment 7:	Centerpointe Business Park Map

Prepared by:
Jennifer A. Terry
Management Analyst

Concurred By:
Richard Teichert
Financial & Administrative Services Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000, APPOINTING A FISCAL AGENT, APPROVING A FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND AUTHORIZING PREPARATION OF FINAL OFFICIAL STATEMENT

WHEREAS, Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") was established on October 25, 2005, by adoption by the City Council (the "City Council") of the City of Moreno Valley (the "City") of Resolution No. 2005-94; and

WHEREAS, on October 25, 2005, the City Council also adopted Resolution No. 2005-95 determining the necessity for the District to incur bonded indebtedness in an aggregate principal amount not to exceed $16,000,000; and

WHEREAS, on October 25, 2005, a special election was held within the District and there was submitted to the qualified voters of District, among other propositions, the proposition of whether a bonded indebtedness in an aggregate principal amount not to exceed $16,000,000 should be incurred by and for the District for the purpose of providing certain public facilities for the benefit of the District (the "Facilities"), and more than two-thirds of the votes cast in said special election was cast in favor of incurring such bonded indebtedness, and the District was thereby authorized to issue bonds in an amount not to exceed $16,000,000 for the purposes set forth in said proposition; and

WHEREAS, the City Council has determined (i) that it is necessary that bonds of the District designated "Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds" be issued in an aggregate principal amount which shall not exceed $10,000,000 (the "2011 Bonds") to finance the acquisition of the Facilities; and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell the 2011 Bonds only if it determines prior to the award of the sale of such 2011 Bonds that the value of the real property within the District that would be subject to the special tax to pay debt service on the 2011 Bonds (the "Special Tax") will be at least three (3) times the sum of the principal amount of the 2011 Bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311, *et seq.,* of the California Government Code) (the "Act") on property within the District or a fixed lien special assessment levied on property

within the District based upon an appraisal of the subject property made in a manner consistent with the City's Special District Financing Policy (the "Policies") adopted pursuant to the Act; and

WHEREAS, the City and Ridge Property Trust, a Maryland real estate investment trust and the owner of the property within the District at the time the District was formed, entered into an Acquisition/Financing Agreement, effective on May 26, 2005 (the "Acquisition/Financing Agreement") to establish, among other provisions, the terms and conditions under which the bonds could be issued for the District; and

WHEREAS, the Acquisition/Financing Agreement provides that the 2011 Bonds may be issued if the following conditions precedent are satisfied:

A. The 2011 Bonds are sized so that:

1. as of the date of issuance of the 2011 Bonds the aggregate appraised value of all taxable properties within the District shall comply with the value-to-lien standards set forth in the Policies utilizing the appraised value determined by an independent appraisal undertaken for the City utilizing assumptions approved by the City; and

2. the maximum projected annual Special Tax revenues securing the 2011 Bonds equals at least (a) 110% of the projected annual gross debt service on all outstanding bonds of the District plus (b) Administrative Expenses (as such term is defined in the rate and method of apportionment of Special Taxes authorized to be levied within the District); and

B. The timing of the issuance of the 2011 Bonds, the method of sale of the 2011 Bonds and the pricing thereof shall be determined solely by the City and shall conform to the Policies and the Acquisition/Financing Agreement; and

WHEREAS, the Policies provide that the City Council may authorize the issuance and sale of the 2011 Bonds only if the City Council has determined that:

A. The aggregate value of the real property within the District that will be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds will be at least three (3) times the applicable Public Lien Amount, i.e., the principal amount of the bonds proposed to be issued for the District, plus the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District; and

B. For each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

C. The value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

WHEREAS, the fair market value of all taxable properties within the District that are projected to be subject to the levy of the Special Tax to pay debt service on the 2011 Bonds, i.e., the improved properties within the District, based upon an appraisal prepared by Bruce Hull & Associates, Inc. (the "Appraiser"), an independent appraiser retained by the City and utilizing assumptions approved by the City, and as set forth in the report of the Appraiser (the "Appraisal"), was determined to be $58,000,000; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement whereby E.J. De La Rosa & Co., Inc. (the "Underwriter") has offered to purchase the 2011 Bonds from the City and a form of Preliminary Official Statement relating to the 2011 Bonds and the District (the "Preliminary Official Statement"); and

WHEREAS, there has been made available to the City Council a form of Fiscal Agent Agreement with respect to the 2011 Bonds to be executed and delivered by the City for and on behalf of the District and Wells Fargo Bank, National Association, as Fiscal Agent (the "Fiscal Agent Agreement"), whereby the Fiscal Agent will authenticate and deliver the 2011 Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City for and on behalf of the District and the Fiscal Agent, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the owners and developers of the property within the District and the Fiscal Agent, as Dissemination Agent (the "Developer Disclosure Agreement"), for the benefit of the owners of the 2011 Bonds and in order to assist the Underwriter in complying with the Rule; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Preliminary Official Statement and has determined that it is in the best interest of the owners of property in the District that the City Council authorize the issuance and sale of the 2011 Bonds and the execution and delivery of said agreements and approve and authorize the distribution of the Preliminary Official Statement subject to the conditions hereinafter contained.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CFD NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. The City Council finds that based upon the information provided in the staff report, the Appraisal and the Preliminary Official Statement:

(a) the preceding recitals are true and correct; and

(b) the sale of the 2011 Bonds at private sale, without advertising for bids, will result in a lower overall cost to the District; and

(c) if the 2011 Bonds for the District are issued and sold in an aggregate principal amount that does not exceed $10,000,000:

(1) the value of the parcels of real property within the District which are projected to be subject to the levy of the Special Taxes to pay the principal of and interest on the 2011 Bonds, i.e., the improved properties within the District, based on the fair market value of such parcels as determined by the Appraiser and as set forth in the Appraisal, *i.e.,* $58,000,000 will be more than three (3) times the sum of the principal amount of such 2011 Bonds; and

(2) for each common ownership of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds, the aggregate value of all such undeveloped property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties; and

(3) the value of each parcel of undeveloped property that will be subject to the Special Tax to pay debt service on the 2011 Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel; and

(d) the maximum projected annual Special Tax revenues securing the 2011 Bonds will equal at least (a) 110% of the projected annual gross debt service on all outstanding 2011 Bonds of the District plus (b) Administrative Expenses.

SECTION 2. Authorization of the Issuance of the 2011 Bonds. The City Council authorizes the issuance and sale of the 2011 Bonds for the District in an aggregate principal amount which shall not exceed $10,000,000. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are each authorized and directed to take all steps and actions which are necessary to accomplish the issuance, sale, and delivery of the 2011 Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the 2011 Bonds for and on behalf of the City and the District by their manual or facsimile signatures. The 2011 Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement.

SECTION 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the 2011 Bonds; (ii) the creation and administration by the Fiscal Agent of certain funds and accounts for the benefit of the City and the owners of the 2011 Bonds; (iii) the payment by the Fiscal Agent of the principal of and interest on the 2011 Bonds from the Special Tax

Revenues (as defined therein); and (iv) the performance of other duties by the Fiscal Agent, is approved in the form made available to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to such modifications thereto as may be specified by Best Best & Krieger LLP, bond counsel to the City ("Bond Counsel"). The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is authorized to execute and deliver said agreement on behalf of the City.

SECTION 4. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

SECTION 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is approved, and the City Manager, the Assistant City Manager or the Financial and Administrative Services Director is, acting alone, authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Stradling, Yocca, Carlson & Rauth, disclosure counsel to the City ("Disclosure Counsel"). The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of the City Manager or the Assistant City Manager or the Financial and Administrative Director, to prospective purchasers of the 2011 Bonds. The City Manager, the Assistant City Manager, the Financial and Administrative Services Director, Disclosure Counsel and Fieldman, Rolapp & Associates, financial advisor to the City (the "Financial Advisor"), are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel, the Financial Advisor and the Underwriter. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is authorized to sign the Final Official Statement on behalf of the City and the District.

SECTION 6. Sale of 2011 Bonds. The City Council approves and authorizes the issuance and sale of the 2011 Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement between the City and the Underwriter in the form presented to the City Council at the meeting at which this resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director upon consultation with Bond Counsel. The City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the 2011 Bonds, which offer is acceptable to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and is consistent with the requirements of this resolution; provided that the interest rate on any maturity of the 2011 Bonds shall not

exceed eight and three tenths percent (8.30%) per annum and the discount at which the Underwriter purchases all of the 2011 Bonds shall not be less than an amount equal to two percent (2.00%) (exclusive of original issue discount) of the aggregate principal amount of the 2011 Bonds and the last maturity of the 2011 Bonds shall be paid and redeemed no later than September 1, 2041. When the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions of the Bond Purchase Agreement are satisfactory to the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the City Attorney, Disclosure Counsel and Bond Counsel, the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

SECTION 7. Accountability Measures. Pursuant to Section 53410 of the California Government Code, the issuance of and sale of the 2011 Bonds is subject to the following accountability measures:

(a) The proceeds of the 2011 Bonds shall be applied only for the specific purposes identified in the propositions regarding the authorization of the District incurring bonded indebtedness which the qualified electors of the District approved in the election held on October 25, 2005.

(b) Except as otherwise provided in the Fiscal Agent Agreement, the proceeds of the sale of the 2011 Bonds shall be deposited in the funds and accounts established pursuant to the Fiscal Agent Agreement and the proceeds deposited in each such fund or account shall be expended as provided in the Fiscal Agent Agreement with respect to each such fund or account.

(c) The Financial and Administrative Services Director shall file a report with the City Council no later than January 2, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the proceeds of the sale of the 2011 Bonds and the status of the construction and acquisition of the public facilities comprising the Project (as defined in the Fiscal Agent Agreement).

SECTION 8. Findings Regarding the Levy and Rates of Special Taxes. The City Council finds that the City will covenant in the Fiscal Agent Agreement, for the benefit of the owners of the 2011 Bonds, that (a) to the extent it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses (as defined in the Fiscal Agent Agreement) which are expected to be incurred in each fiscal year, and (b) it will not initiate proceedings under the Mello-Roos Community Facilities Act of 1982 to reduce the Maximum Special Tax rates (the "Maximum Rates") on taxable property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to estimated Administrative Expenses for the then current Fiscal Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding 2011 Bonds. The City Council further finds and determines that any

reduction or limitation of the Special Tax rates below the Maximum Rates would interfere with the timely retirement of the 2011 Bonds.

SECTION 9. Approval of Continuing Disclosure Agreements. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director is, acting alone, authorized to execute and deliver said agreement on behalf of the City. The form of the Developer Disclosure Agreement to be entered into between the Fiscal Agent, as Dissemination Agent, and the owners and developers of the property within the District is also approved.

SECTION 10. Modifications. The approval of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the form of the Developer Disclosure Agreement given by this resolution shall apply to any modification or amendment of any of said agreements which is agreed upon and approved by Bond Counsel, Disclosure Counsel, the Financial Advisor and the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director as being necessary to carry out the provisions thereof and the authorization and direction provided in this resolution.

SECTION 11. Further Action. The City Manager, the Assistant City Manager and the Financial and Administrative Services Director are authorized to take any and all action which is directed by Bond Counsel or Disclosure Counsel, as applicable, with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement and the issuance, sale and delivery of the 2011 Bonds, which in the opinion of Bond Counsel or Disclosure Counsel is necessary in order for the authorization and direction provided in this resolution to be carried out.

SECTION 12. Conditions of Approval. The approvals, authorization, and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the 2011 Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the 2011 Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The approvals, authorization, and direction provided by this resolution shall continue, subject to the satisfaction of such conditions, until January 1, 2013, and the 2011 Bonds may be sold, and the 2011 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager, the Assistant City Manager, or the Financial and Administrative Services Director and the Financial Advisor and the Underwriter prior to said date.

SECTION 13. Effective Date. This resolution shall take effect upon adoption and shall remain in effect until January 1, 2013, or if the 2011 Bonds are issued prior to said date, until all of the 2011 Bonds are paid at or redeemed prior to maturity.

APPROVED AND ADOPTED this 8th day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00099135

FISCAL AGENT AGREEMENT

by and between

THE CITY OF MORENO VALLEY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of April 1, 2011

Relating to

Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
County of Riverside
State of California

$_____
2011 Special Tax Bonds

FISCAL AGENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of April 1, 2011, by and between the City of Moreno Valley, a municipal corporation duly organized and validly existing under the constitution and laws of the State of California (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), and Wells Fargo Bank, National Association, a national banking association duly formed and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, the District is authorized to incur bonded indebtedness and issue bonds in the aggregate principal amount of $16,000,000 for the purpose of financing for the District the acquisition of certain public facilities (the "Bonds"); and

WHEREAS, the City, on behalf of the District, has by the adoption of the Resolution (as hereinafter defined) authorized the issuance of the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds") in an aggregate principal amount of $_____; and

WHEREAS, all things necessary to cause the 2011 Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in

or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2011 Bonds" means the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds.

"Acquisition/Financing Agreement" means the Acquisition/Financing Agreement made and entered into by and between the City and Ridge Property Trust and effective as of May 26, 2005, relating to the District, as such agreement has been amended by the First Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of October 13, 2005, the Second Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of July 20, 2006, and the Third Amendment to Acquisition/Financing Agreement by and between the City and Ridge Property Trust effective as of March 25, 2008, and as such agreement may be further amended from time to time.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means any Series of the Bonds issued pursuant to Section 2.12.

"Additional Bonds Reserve Fund" means a reserve fund established pursuant to a Supplemental Agreement with respect to the issuance of a Series of Additional Bonds.

"Administrative Expenses" means any or all of the following actual or reasonably estimated costs directly related to the administration of the District: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties required of it under this Agreement; the costs to the City, the District or any designee thereof of complying with arbitrage rebate requirements, including but not limited to, any rebate obligation; the costs to the City, the District or any designee thereof of complying with disclosure requirements of the City and/or, the District associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, the District or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the other fees and expenses of the City in carrying out its duties hereunder and in any way related to the administration of the District, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of

City general administrative overhead related thereto and any amounts paid by the City from its general fund or other fund pursuant to Section 6.02 hereof. Administrative Expenses shall also include amounts estimated by the City or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrative Expense Fund" means the fund by that name established by Section 3.05(A) hereof.

"Advance Funding and Reimbursement Agreement" means that certain Advance Funding and Reimbursement Agreement made and entered into July 6, 2004 by and between the City and Ridge Property Trust, a Maryland real estate investment trust.

"Agreement" means this Fiscal Agent Agreement, dated as of April 1, 2011, by and between the City, for and on behalf of the District, and the Fiscal Agent, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means with respect to the Bonds or any Series of the Bonds, for each applicable Bond Year, the sum of (i) the interest due in such Bond Year on the Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, assuming that such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, are retired as scheduled; and (ii) the principal amount of such Outstanding Bonds or the Outstanding Bonds of such Series, as applicable, scheduled to be paid.

"Appraisal" means an appraisal prepared by the Appraiser or an MAI appraiser who is also a state certified appraiser, as defined in California Business and Professions Code Section 11340(c) appointed and retained by the City. Such appraisal shall be substantially based upon the then applicable assumptions of and subject to the then applicable qualifications and limitations contained in the appraisal prepared by the Appraiser and dated _____, 2010.

"Appraiser" means Bruce W. Hull & Associates.

"Assessor's Parcel" shall have the meaning given such term in the Special Tax Rate and Method.

"Auditor" means the Auditor-Controller of the County of Riverside.

"Authorized Officer" means the City Manager, the Assistant City Manager, the Financial and Administrative Services Director, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Year" means, as to any Series of Bonds, the period beginning on the Closing Date and ending on the following September 1 and thereafter the period beginning on each September 2 and ending on the following September 1. The initial Bond Year for the 2011 Bonds shall end on September 1, 2011.

"Bonds" means, unless otherwise expressly provided, the 2011 Bonds authorized by and at any time Outstanding pursuant to the Act, the Resolution and this Agreement and any Additional Bonds authorized by and at any time Outstanding pursuant to the Act, the resolution providing for the issuance of such Additional Bonds and this Agreement as supplemented by any Supplemental Agreement to provide for the issuance of such Additional Bonds.

"Building Permit" shall have the meaning given such term in the Special Tax Rate and Method.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Moreno Valley.

"City Attorney" means the City Attorney of the City.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of any Series of the Bonds for the proceeds representing payment of the purchase price of the Bonds by the Original Purchaser. The Closing Date for the 2011 Bonds shall be _____, 2011.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the earlier of a date that is three years after the Closing Date of the 2011 Bonds or a date upon which the City gives notice to the Fiscal Agent that the acquisition of the Project is complete.

"Continuing Disclosure Agreement" means, as to the 2011 Bonds, the Continuing Disclosure Agreement between the City and the Fiscal Agent, as Dissemination Agent thereunder, dated as of the Closing Date for the 2011 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means, as to each Series of the Bonds, items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of such Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding such Bonds, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee and the fees of its counsel, expenses incurred by the City in connection with the issuance of such Bonds and, as to the 2011 Bonds, the formation of the District, the proceedings to annex certain territory to the District and the proceedings to modify the rate and method of apportionment of the Special Taxes not paid for by advances from Ridge Property Trust, Ridge Moreno Valley,

LLC or Ridge Moreno Valley II, LLC, Bond (underwriter's) discount, legal fees and charges, including the fees of Bond Counsel, disclosure counsel and counsel to the Underwriter, if any, Financial Advisor's fees, absorption consultant's and appraiser's fees and costs, Tax Consultant's fees and costs, charges for authentication, transportation and safekeeping of the Bonds, reimbursement of advances made to the City (i) by Ridge Property Trust pursuant to the Advance Funding Reimbursement Agreement and which advances were expended by the City to pay costs and expenses related to the formation of the District and (ii) by Ridge Moreno Valley, LLC and Ridge Moreno Valley II, LLC pursuant to the Supplemental Advance Funding Reimbursement Agreement and which advances were expended by the City to pay Modification Proceeding Costs (as defined in such agreement), and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"Debt Service" means, with respect to the Bonds or any Series of the Bonds, the amount of interest and principal payable on the Bonds or such Series of the Bonds, as applicable, scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds or such Series of the Bonds, as applicable, which are scheduled to be retired and paid before the beginning of such period.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(ii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(iii) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(iv) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(v) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) General Services Administration
Participation certificates

(e) United States Maritime Administration
Guaranteed Title XI financing

(f) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Developed Property" has the meaning given to such term in the Special Tax Rate and Method.

"District" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations, the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

"Financial and Administrative Services Director" means the Financial and Administrative Services Director of the City of Moreno Valley.

"Financial Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Fiscal Agent" means Wells Fargo Bank, National Association, the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established by Section 3.03(A) hereof.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City.

"Independent CPA" means a firm of certified public accountants which is not an employee of, or otherwise controlled by, the City.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Interest Payment Dates" means March 1 and September 1 of each year, commencing September 1, 2011 as to the 2011 Bonds, until the maturity or redemption of all Outstanding Bonds.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement, excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means, with respect to the Bonds or any Series of the Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds or any Outstanding Bonds of such Series, as applicable.

"Minimum Annual Administrative Expense Requirement" means an amount equal to $30,000, to be allocated annually as the first priority of Special Taxes received each Fiscal Year that shall be transferred to the Administrative Expense Fund pursuant to Section 3.04(B).

"Moody's" shall mean Moody's Investors Service, a national rating service with offices in New York, New York.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all such Bonds, except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03 (G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means:

(i) Federal Securities;

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Farmers Home Administration
Certificates of beneficial ownership

(c) Federal Financing Bank

(d) Federal Housing Administration Debentures

(e) General Services Administration
Participation certificates

(f) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(g) U.S. Maritime Administration
Guaranteed Title XI financing

(h) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Student Loan Marketing Association
Senior debt obligations

(c) Resolution Funding Corporation
(REFCORP) obligations

(d) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent, its parent holding company, if any, or any affiliates or subsidiaries of the Fiscal Agent or such holding company provide investment management or other management services;

(v) Certificates of deposit secured at all times by collateral described in clauses (i) and/or (ii) above. Such certificates must be issued by commercial banks, including the Fiscal Agent and its affiliates, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Fiscal Agent on behalf of the Owners of the Bonds must have a perfected first security interest in the collateral;

(vi) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF including those that may be issued or provided by the Fiscal Agent and its affiliates;

(vii) Investment agreements with domestic or foreign banks, insurance companies or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay Debt Service on the Bonds (if the funds invested pursuant to the investment agreement are from the Reserve Fund and/or any Additional Bonds Reserve Fund or Additional Bonds Reserve Funds);

(b) the investment agreement shall provide that the invested funds are available for withdrawal without penalty or premium at any time upon not more than seven (7) days' prior notice (The City and the Fiscal Agent shall give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium payable.);

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if during its term:

(1) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at one hundred four percent (104%) of securities identified in clauses (i) and (ii) of this definition; or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the Provider, the City and the Fiscal Agent which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's (or its guarantor's) rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if during its term

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank, including the Fiscal Agent and its affiliates, which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase agreements which satisfy the following criteria:

(a) Repurchase agreements must be between the City or the Fiscal Agent and an entity which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's; or

(2) A bank rated "A" or above by Standard & Poor's and Moody's; or

(3) A corporation the long-term debt or claims paying ability of which, or in the case of a guaranteed corporation, the long-term debt of the guarantor, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength of the guarantor, is rated in at least the double A category by Standard & Poor's and Moody's.

(b) The written agreement must include the following:

(1) securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America;

(2) the collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities);

(3) (A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest; and

(B) the value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or corporation under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%);

(xii) forward delivery agreements (FDA) or forward purchase and sale agreements (FPSA) having as the underlying investment property investments of the type which are identified in clauses (i), (ii), (iii) or (viii) of this Section; and

(xiii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established in the Bond Fund by Section 4.02 (A).

"Principal Office" means the principal corporate trust office of the Fiscal Agent at MAC E2818-176, 707 Wilshire Blvd., 17th floor, Los Angeles CA 90017, or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Proceeds," when used with reference to any Series of the Bonds, means the aggregate principal amount of such Series of the Bonds, as applicable, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the public facilities which are authorized to be financed with the proceeds of the Special Taxes and the sale of the Bonds of the District, as described in Resolution No. 2005-94 adopted by the City Council on October 25, 2005.

"Public Lien Amount" means, as used in paragraph (D)(4) of Section 2.12 herein, the principal amount of the Additional Bonds proposed to be issued, plus the principal amount of all other bonds outstanding, including but not limited to any Outstanding Bonds, that are secured by a special tax levied pursuant to the Act or a fixed lien assessment levied on property within the District.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Representation Letter" means the representation letter which the City has delivered to The Depository Trust Company ("DTC") with respect to the utilization of the book-entry system maintained by DTC for the issuance and registration of bonds.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to each Series of the Bonds and as of the date of calculation, the lesser of (i) ten percent (10%) of the Proceeds of the sale of such Series of the Bonds; (ii) Maximum Annual Debt Service on such Series of the Bonds; or (iii) 125 percent of average Annual Debt Service on such Series of the Bonds, as determined by the City.

"Resolution" means, as to the 2011 Bonds, Resolution No. 2011-___, adopted by the City Council on _____, 2011.

"Series" means any series of the Bonds issued pursuant to this Agreement or any Supplemental Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and this Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Rate and Method" means the amended and restated rate and method of apportionment of the Special Tax approved at the special election held in the District on December 14, 2010, as may be modified from time to time in accordance with the Act.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a national rating service with offices in New York, New York.

"Supplemental Advance Funding Reimbursement Agreement" made and entered into _____, 20__ by and between the City, Ridge Property Trust, a Maryland real estate investment trust, Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC and Ridge Moreno Valley II, LLC, a Delaware limited liability company.

"Supplemental Agreement" means an agreement entered into by and between the City and the Fiscal Agent amending and supplementing this Agreement as permitted by this Agreement.

"Taxable Property" shall have the meaning given such term in the Special Tax Rate and Method.

"Tax Certificate" means the certificate delivered by the City upon the delivery of each Series of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Updated Property" means, as used in paragraph D(4) of Section 2.12, any Assessor's Parcel of Taxable Property for which a Building Permit was issued after June 1 preceding the first Fiscal Year required to be included in the calculations made pursuant to paragraphs D(4)(a) and D(4)(b) of Section 2.12 pertaining to any proposed Series of Additional Bonds.

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $16,000,000 are hereby authorized to be issued by the City for the District under and subject to the terms of this Agreement, the Act and other applicable laws of the State of California and the 2011 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District subject to the additional terms of the Resolution. The 2011 Bonds shall be designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds." The 2011 Bonds shall be issued in the applicable form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of the Closing Date of such Bonds.

(B) Maturities. Each Series of the Bonds shall mature and become payable on September 1 of each year, as provided for herein as to the 2011 Bonds or in the Supplemental Agreement providing for the issuance of any other Series of the Bonds. The 2011 Bonds shall mature and become payable as follows:

Maturity Dates (September 1)	**Principal Amounts**	**Interest Rates**
Total	$	

(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption of the 2011 Bonds. The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, and as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____1, 20__ and any Interest Payment Date thereafter	%

(B) Mandatory Redemption of the 2011 Bonds From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as a percentage of the principal amount of the 2011 Bonds to be redeemed, together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ and any Interest Payment Date thereafter	%

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to this Agreement or any Supplemental Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each Series of the Bonds as nearly as practicable on a proportionate basis based upon the Outstanding principal amount of each Series of the Bonds.

(C) Mandatory Sinking Fund Redemption of 2011 Bonds. The Outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__(maturity)	

2011 Bonds Maturing on September 1, 20__

Redemption Date	Sinking Payment
20__	$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__ (maturity)	

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service on the 2011 Bonds, as a result of any prior or partial redemption of such Bonds pursuant to subsection (A) or subsection (B) above.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date specifying the principal amounts and maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of the Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to the Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any Series of the Bonds, whenever provision is made in this Agreement for the redemption of less than all of such Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select such Bonds of such maturity to be redeemed, from all such Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same Series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of 2011 Bonds. The 2011 Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the Mayor and City Clerk of the City, who are in office on the date of this Agreement or the Supplemental Agreement providing for the issuance of such Bonds or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be

signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like Series, tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the City and the District under this Agreement and the Bonds shall be special obligations of the City and the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Additional Bonds. The City may on behalf of the District at any time after the issuance and delivery of the 2011 Bonds hereunder issue Additional Bonds payable from the Special Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds theretofore issued hereunder, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(A) The aggregate principal amount of the 2011 Bonds and all Additional Bonds issued may not exceed $16,000,000; provided, however, that, notwithstanding the foregoing, Additional Bonds may be issued at any time to refund Outstanding Bonds where the issuance of such Additional Bonds results in a reduction of Annual Debt Service on all Outstanding Bonds.

(B) The City and the District shall be in compliance with all covenants set forth in the Resolution and this Agreement, and a certificate of an Authorized Officer to that effect shall have been filed with the Fiscal Agent.

(C) The issuance of such Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Agreement which shall specify the following:

(1) The purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceed thereof are to be deposited, including a provision requiring the proceeds of such Additional Bonds to be applied solely for (a) the purpose of financing the Project, including payment of all costs incidental to or connected with such financing, and/or (b) the purpose of refunding any Outstanding Bonds, including payment of all costs incidental to or connected with such refunding to the extent permitted by law;

(2) The authorized principal amount of such Additional Bonds;

(3) The date and maturity date or dates of such Additional Bonds; provided that (a) each maturity date shall be September 1 of each year such Additional Bonds are due, (b) all such Additional Bonds of like maturity shall be identical in all respects, except as to number, and (c) fixed serial maturities or mandatory sinking payments, or any combination thereof, shall be established to provide for the retirement of all such Additional Bonds on or before their respective maturity dates;

(4) The interest payment dates for such Additional Bonds; provided that interest payment dates shall be on the same semiannual dates as the Interest Payment Dates for the Bonds unless the City determines that interest payment dates other than those for the Bonds will not adversely affect the interests of the owners of the Outstanding Bonds;

(5) The denomination and method of numbering of such Additional Bonds;

(6) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(7) The amount and due date of each mandatory sinking payment, if any, for such Additional Bonds;

(8) The amount, if any, to be deposited from the proceeds of such Additional Bonds in any interest account;

(9) The amount, if any, to be deposited from the proceeds of such Additional Bonds in an Additional Bonds Reserve Fund established by Supplemental Agreement

with respect to such Additional Bonds in an amount equal to the Reserve Requirement applicable to such Additional Bonds;

(10) The form of such Additional Bonds; and

(11) Such other provisions as are necessary or appropriate and not inconsistent with this Agreement.

In addition to the specific terms described above, the City may, by such Supplemental Agreement, establish such additional funds and/or accounts as may be necessary to provide for the administration of such Additional Bonds.

(D) The Fiscal Agent shall have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Additional Bonds and the approval of the Supplemental Agreement pursuant to which such Additional Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Additional Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver this Agreement and all Supplemental Agreements thereto, and this Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for this Agreement or such Supplemental Agreement is required; (b) this Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in this Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Agreement and such Supplemental Agreement; (c) such Additional Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Agreement and all Supplemental Agreements thereto and entitled to the benefits of this Agreement and all such Supplemental Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Agreement and all such Supplemental Agreements; and (d) the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which shall be no earlier than 60 days prior to the Closing Date of such Additional Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the Bond Year commencing during such Fiscal Year on all Outstanding Bonds and the proposed Additional Bonds, plus (z) the Administrative Expenses in an amount equal to the Minimum Annual Administrative Expense Requirement for such Bond Year; provided that for purposes of making the certifications required by this subsection 2.12(C)(4)(a), the Tax Consultant may rely on reports or certificates of such other persons or entities as may be acceptable to the City, Bond Counsel and the underwriter of the proposed Additional Bonds; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Additional Bonds indicating that following the issuance of the Additional Bonds:

(i) the aggregate value of all Developed Property and Updated Property within the District will be at least three (3) times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three (3) times the Public Lien Amount apportioned to such properties

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two (2) times the Public Lien Amount apportioned to such parcel;

(for purposes of paragraph (b)(ii) and (iii) above, no principal amount of the Additional Bonds shall be included in the Public Lien Amount applicable to Undeveloped Property or deemed to be apportioned to Undeveloped Property if the City has received the certificate required pursuant to paragraph (a) above);and

(5) an Officer's Certificate of the City containing such additional statements as may be reasonably necessary to show compliance with the requirements of this Agreement; and

(6) such further documents as are required by the provisions of this Agreement and the Supplemental Agreement providing for the issuance of such Additional Bonds.

Section 2.13. Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, neither the City nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the City nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof (the "Registration Books"), of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part; or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest pursuant to this Agreement. Upon delivery by the Depository to the Owners of the Bond, and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration

Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (i) may request the City to prepare and issue a new Bond or (ii) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III
ISSUANCE OF 2011 BONDS; APPLICATION OF PROCEEDS OF 2011 BONDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of 2011 Bonds. At any time after the execution of this Agreement, the City may issue the 2011 Bonds for the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of such Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance by the Fiscal Agent from the proceeds of such Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of such Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2011 Bonds.

The Proceeds of the sale of the 2011 Bonds to the Original Purchaser shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(A) deposit in the Reserve Fund the amount of $_____;

(B) deposit in the Costs of Issuance Fund the amount of $_____;

(C) deposit in the Improvement Fund the amount of $_____;

(D) deposit in the Administrative Expense Fund the amount of $30,000.00 which is equal to the Minimum Annual Administrative Expense Requirement for Fiscal Year 2010-2011; and

(E) deposit in the Interest Account of the Bond Fund the amount of $_____ representing capitalized interest on the 2011 Bonds through September 1, 2011.

Section 3.03. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Improvement Fund," to the credit of which deposits shall be made as required by Section 3.02(C) hereof.

Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the City, and shall be disbursed, except as otherwise provided in subsection (B) of this Section 3.03, for the payment or reimbursement of the costs of the design, acquisition and construction of the Project.

(B) Procedure for Disbursement from Improvement Fund.

(1) Disbursements from the Improvement Fund shall be made by the Fiscal Agent in accordance with the Acquisition/Financing Agreement and upon receipt of an Officer's Certificate which shall:

(a) set forth the amount required to be disbursed from the Improvement Fund, the purpose for which the disbursement is to be made, including the identification of the facility of the Project for which such disbursement is being made, and the person to which the disbursement is to be paid; and

(b) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed with the Fiscal Agent requesting disbursement, and that the amount being requested is an appropriate disbursement from the Improvement Fund.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings with respect to the Improvement Fund shall be retained by the Fiscal Agent in such fund to be used for the purposes of such fund.

(D) Closing of the Improvement Fund. Upon the filing of an Officer's Certificate stating that the construction and acquisition of the Project have been completed in accordance with the Acquisition/Financing Agreement and that all costs of the Project have been paid or are not required to be paid from the Improvement Fund, and further stating that moneys on deposit in the Improvement Fund are not needed to complete the Project or reimburse the cost thereof, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Special Tax Fund and the Improvement Fund shall be closed. Notwithstanding the preceding provisions

of this subsection, the Improvement Fund shall be closed if all amounts on deposit therein are disbursed pursuant to Section 3.03(B)(1) above.

(E) Officer's Certificate. Upon receipt of an Officer's Certificate delivered pursuant to this Section 3.03, the Fiscal Agent is authorized to act thereon without further inquiry and shall not be responsible for the accuracy of the statements made in such Officer's Certificate or the application of the funds disbursed pursuant thereto, and shall be absolutely protected and incur no liability in relying on such Officer's Certificate.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Special Tax Fund" to the credit of which the City shall deposit, as hereinafter provided, not later than ten (10) Business Days after receipt, all Special Tax Revenues received by the City. Moneys in the Special Tax Fund, and all accounts therein, shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely) to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below in Section 4.02(B)(1) and (2), shall not exceed the Minimum Annual Administrative Expense Requirement for any Fiscal Year. The amount necessary to repay Administrative Expenses incurred in any Fiscal Year in excess of the Minimum Annual Administrative Expense Requirement shall be deposited to the Administrative Expense Fund as described later in this Section. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, concurrently with the foregoing deposit, deposit in the Reserve Fund and any Additional Bonds Reserve Fund the amount, if any, which the City shall direct in an Officer's Certificate delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund to make the amount on deposit in the Reserve Fund and such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Thereafter, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund, as provided in Section 4.02(B)(1) and (2) hereof, the entire remaining balance of the amount then on deposit in the Special Tax Fund. Notwithstanding the preceding provisions of this paragraph, if the amount of the Special Tax Revenues collected by the City for any Fiscal Year is less than the total amount of the Special Taxes which were levied on parcels of taxable property in the

District, the City shall not direct the Fiscal Agent to transfer any amount from the Special Tax Fund for deposit in the Reserve Fund or such Additional Bonds Reserve Fund but shall instead direct the Fiscal Agent to deposit such portion of the amount remaining in the Special Tax Fund, after the appropriate transfer to the Administrative Expense Fund, to make the deposits to the Interest Account and the Principal Account as hereinafter provided in Section 4.02(B)(1) and (2). If after such deposits are made to the Administrative Expense Fund, the Interest Account and the Principal Account there are funds remaining on deposit in the Special Tax Fund, the City shall instruct the Fiscal Agent by an Officer's Certificate (upon which the Fiscal Agent may conclusively rely) to transfer such amount from the Special Tax Fund to and deposit it in the Reserve Fund and such Additional Bonds Reserve Fund to the extent that the amount on deposit in any such fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Such Officer's Certificate shall specify the amount which is to be transferred from the Special Tax Fund and deposited in such Reserve Fund and/or such Additional Bonds Reserve Fund.

Notwithstanding the preceding provisions of this subsection, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund for the 2011 Bonds and the Additional Bonds Reserve Fund or Additional Bonds Reserve Funds established for any Additional Bonds the amounts, if any, which are necessary to make the amount on deposit in the Reserve Fund or any such Additional Bonds Reserve Fund equal to the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund, any such Additional Bonds Reserve Fund or the Bond Fund.

Prior to the Completion Date for the Project, at the end of each Bond Year any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds, to restore the accounts within the Reserve Fund and any such Additional Bonds Reserve Funds or to pay current and pending Administrative Expenses as set forth in the above referenced paragraph ("Excess Amounts"), shall be deposited in the Improvement Fund and used in accordance with Section 3.03 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose. After the Completion Date for the Project, all Excess Amounts shall be deposited to the Bond Fund.

At the date of the redemption, defeasance, or maturity of the last Bonds and after all principal and interest then due on any Bonds has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund, if any, will be transferred by the Fiscal Agent to the City, for and on behalf of the District, and may be used to fund the acquisition or construction of any authorized improvements authorized by the District.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (including the Principal Account therein but not including, however, the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund or any such Additional Bonds Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. Any such excess remaining in the Special Tax Fund after any such amount is transferred from the Reserve Fund and any such Additional Bonds Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such fund.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02(D) and Section 3.04(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense and the nature of such Administrative Expense.

(C) Investment. Subject to the provisions of Section 3.05(B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley Special Tax Bonds "Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(B) hereof. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance for any Series of the Bonds, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of such Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain proceeds of any Series of the Bonds deposited in the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Improvement Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a pledge of and lien upon (which shall be effected in the manner and to the extent herein provided) all of the Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement which will be deposited in the Administrative Expense Fund for each Fiscal Year pursuant to Section 3.04(B) hereof) and all moneys deposited in the Bond Fund and all moneys deposited in the Reserve Fund and any Additional Bonds Reserve Fund. The Bonds shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues (except an amount equal to the Minimum Annual Administrative Expense Requirement) and all moneys deposited into the Bond Fund and the Reserve Fund, with respect to the 2011 Bonds, and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts within such funds) are hereby dedicated in their entirety to the payment of the principal of the Bonds, and interest and any premium on, the Bonds, as provided herein and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Bond Fund" to the credit of which deposits shall be made as required by Section 3.02(E), Section 3.04(B) and Section 4.03(D) hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.04(B) hereof. Moneys in the Bond Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. On or before each Interest Payment Date, except the Interest Payment Date which occurs on September 1, 2011, the Fiscal Agent shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year with the exception of the Bond Year ending September 1, 2011, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

(2) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. Except as hereinafter provided, all moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year, to the extent not required to pay the

principal of any Outstanding Bonds then having become due and payable, shall be withdrawn therefrom by the Fiscal Agent and transferred to the Special Tax Fund.

On the first Business Day following each Interest Payment Date, the Fiscal Agent shall transfer any moneys remaining on deposit in the Bond Fund (including the Interest Account and the Principal Account) other than moneys on deposit in the Special Tax Prepayments Account and moneys representing capitalized interest on the Bonds in the Interest Account, as directed in writing by an Authorized Officer (upon which direction the Fiscal Agent may conclusively rely), to the Special Tax Fund.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund and any Additional Bonds Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2011, the amount, if any, on deposit in the Bond Fund (including the amount on deposit in the Principal Account but not including, however, the amounts on deposit in the Interest Account and the Special Tax Prepayments Account) as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund and to any Additional Bonds Reserve Fund to the extent that the amount on deposit in the Reserve Fund or such Additional Bonds Reserve Fund is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Bond Fund (other than such excluded amounts), together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth (1/12th) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment the City shall deliver the amount

thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. Moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. Pending such transfer, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Defeasance Securities at such yield as Bond Counsel shall determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment earnings on the moneys on deposit in the Special Tax Prepayments Account shall be retained in such account.

(D) Investment. Except as provided in Section 4.02(C) above, moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof.

Amounts in the Bond Fund, including all accounts therein, shall also be withdrawn and deposited in the Rebate Fund as provided in Section 6.02 hereof.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds "Reserve Fund" to the credit of which deposits shall be made as required by Section 3.02(A) hereof, which deposit is equal to the Reserve Requirement applicable to the 2011 Bonds, and to which deposits shall be made as provided in Section 3.04(B) hereof. Moneys in the Reserve Fund shall be held, in trust, by the Fiscal Agent for the benefit of the Owners of the 2011 Bonds as a reserve for the payment of the principal of and interest and any premium on the 2011 Bonds and shall be subject to a lien in favor of the Owners of the 2011 Bonds.

(B) Use of Funds. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the 2011 Bonds or, in accordance with the provisions of Section 4.03(E), for the purpose of redeeming the 2011 Bonds.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), the Fiscal Agent shall, subject to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1) and (2) hereof, to be used for the payment of the interest on and principal of the 2011 Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding 2011 Bonds. Whenever the balance in the Reserve Fund is equal to or exceeds the amount required to redeem or pay the Outstanding 2011 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B) hereof, together with written instructions to the Fiscal Agent that such amount is to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof of all of the Outstanding 2011 Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding 2011 Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund is to be reduced and which is transferable from such accounts to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant verifying the accuracy of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment allocated to the 2011 Bonds will be used to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem 2011 Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement applicable to the 2011 Bonds.

(G) Investment. Moneys on deposit in each account within the Reserve Fund shall be invested in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if such moneys are invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement

(as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants, and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the City and the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Special Tax Fund, and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement. Nothing in this Agreement shall prevent the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of

the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds (including all accounts and sub-accounts therein), and informing the City that the Special Taxes are to be levied by Ordinance as necessary to provide for Annual Debt Service and Administrative Expenses and replenishment (if necessary) of the Reserve Fund or such Additional Bonds Reserve Funds so that the balance therein equals the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act and the Special Tax Rate and Method by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment of the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not

exceed the authorized amounts for the District as provided in the proceedings for the establishment of the District and the Special Tax Rate and Method. In computing the levy of the Special Tax to be levied within any Fiscal Year, the City shall, pursuant to the Special Tax Rate and Method, give credit for funds available to reduce the Special Tax levy, including but not limited to funds projected by and in the sole and absolute judgment of the City to remain on deposit in the Special Tax Fund and the Bond Fund on September 3rd of each Bond Year following all transfers on the preceding September 2nd as required pursuant to Section 3.04(B) and paragraph (B) of Section 4.01.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would materially and adversely affect the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Tax Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Levy of Special Taxes for Administrative Expenses. The City covenants that, (i) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each Fiscal Year; and (ii) it will not initiate proceedings under the Act to reduce the Maximum Annual Special Tax rates (the "Maximum Rates") on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement.

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) it will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) it will comply with the Tax Certificate as a source of guidance for achieving compliance with the Code; and

(E) in order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the public records of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the Special Tax Prepayment amount has been determined in accordance with the Special Tax Rate and Method.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment and negative arbitrage on the investment of the Special Tax Prepayment from the date of receipt until the Interest Payment Date upon

which the Special Tax Prepayment and the amount to be transferred from the Reserve Fund with respect to the 2011 Bonds and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds to the Principal Account pursuant to Section 4.03(F) hereof will be used to redeem Outstanding Bonds pursuant to Section 2.03(B) hereof. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund and any Additional Bonds Reserve Fund, if at the time of such calculation the amount on deposit in such account is less than the Reserve Requirement for the 2011 Bonds or the Additional Bonds, as applicable.

Section 5.14. Continuing Disclosure. The City and the Fiscal Agent, as Dissemination Agent, hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement which are specifically applicable to each of them.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2012, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds and the status of the construction and acquisition of the Project.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (iv) of the definition of Permitted Investments in Section 1.03 hereof. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition, or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding, and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal, or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of securities transactions as they occur, the City for itself and the District specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate fund distinct from all other funds and accounts held by the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Tax Certificate or moneys transferred by the Fiscal Agent from the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Tax Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The District shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to or upon the order of the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Tax Certificate.

Section 6.03. Liability of City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. Wells Fargo Bank, National Association is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, corporation or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, corporation or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers, and employees of the Fiscal Agent.

The Fiscal Agent may rely upon a facsimile transmission with regard to any instruction for any transfer, disbursement, or investment of funds held by the Fiscal Agent. The City shall confirm such transmission promptly in writing by mail.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order,

certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by it in the Administrative Expense Fund, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it in the Administrative Expense Fund. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims, expenses or charges of any kind whatsoever (including fees and expenses of its attorneys) which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and any Additional Bonds Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall, upon reasonable notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of the Owners, or with the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond; or (ii) permit the creation of any pledge of or lien upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund with respect to the 2011 Bonds or and any Additional Bonds Reserve Fund established by Supplemental Agreement with respect to any Series of Additional Bonds, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement); (iii) reduce the percentage of Bonds required for the amendment hereof; or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The Fiscal Agent shall be furnished an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not adversely affecting any Outstanding series of Bonds of the District in any material respect;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners; or

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the documents required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII. Upon request of the Fiscal Agent, the City shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section and the Fiscal Agent may conclusively rely on such certificate.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties

and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City as necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the indebtedness on all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional

Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, cash or non-callable Defeasance Securities in such amount as the City shall determine, as confirmed by an Independent CPA, will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund (including all accounts therein), the Special Tax Fund and the Reserve Fund with respect to the 2011 Bonds or any Additional Bonds Reserve Fund with respect to any Series of Additional Bonds, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent CPA, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, declaration, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

Wells Fargo Bank, National Association
MAC E2818-176
707 Wilshire Blvd., 17th floor
Los Angeles, CA 90017
Attn: Corporate Trust Services

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become

payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District and attested, and the Fiscal Agent, in acknowledgment of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name, all as of _____, 2011.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BOND

INTEREST RATE MATURITY DATE DATED DATE CUSIP NO.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Moreno Valley (the "City"), for and on behalf of Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in certain of the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2011 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this 2011 Bond is payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this 2011 Bond at the Principal Office of Wells Fargo Bank, National Association (the "Fiscal Agent"). Interest on this 2011 Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the

registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding 2011 Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This 2011 Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose, among others, of financing the acquisition of certain public facilities within and for the District, and is one of the series of Bonds designated "Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "2011 Bonds"), in the aggregate principal amount of $_____. The issuance of the 2011 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on _____, 2010 (the "Resolution"), and the Fiscal Agent Agreement, dated as of April 1, 2011, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this 2011 Bond assents to the terms and conditions of the Resolution and the Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement. The Resolution is adopted under, the Agreement is executed under, this 2011 Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the 2011 Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and first lien upon the revenues derived therefrom minus an amount equal to the Annual Administrative Expense Requirement (as defined in the Agreement) and certain funds held by the Fiscal Agent pursuant to the Agreement. The City may issue Additional Bonds on a parity with the 2011 Bonds in accordance with the provisions of the Agreement and the Act.

Interest on this 2011 Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this 2011 Bond, interest is in default hereon, this 2011 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2011 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the 2011 Bonds that, within sixty (60) days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his or her designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his or her designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned sixty (60) days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

The 2011 Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected pro rata among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price expressed as a percentage of the principal amount of 2011 Bonds to be redeemed, together with accrued interest to the date of redemption.

Redemption Dates	Redemption Price
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The 2011 Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments or from moneys deposited to the Special Tax Prepayment Account under the Fiscal Agent Agreement, at a redemption price expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	Redemption Price
_____ 1, 20__ through _____1, 20__	%
_____1, 20__ through _____ 1, 20__	
_____ 1, 20__ and any Interest Payment Date thereafter	

The outstanding 2011 Bonds maturing on September 1, 20__, and September 1, 20__ are subject to mandatory sinking fund redemption, in part, without premium, on September 1, 20__, and September 1, 20__, respectively, and on each September 1 thereafter to maturity as provided in the Agreement.

Notice of redemption with respect to the 2011 Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the 2011 Bonds selected for redemption shall have been deposited in the Bond Fund, such 2011 Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the 2011 Bonds to be redeemed on the redemption date specified in the notice of redemption.

This 2011 Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this 2011 Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2011 Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Moreno Valley, for Community Facilities District No. 4 – Infrastructure thereof, has caused this 2011 Bond to be dated as of _____, 2011, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF MORENO VALLEY for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST:

_____
City Clerk of the City of Moreno Valley

_____
Mayor of the City of Moreno Valley

CERTIFICATE OF AUTHENTICATION

This is one of the 2011 Bonds described in the within-defined Agreement.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, Fiscal Agent

By:_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

(Name, Address and Tax Identification or

_____,

Social Security Number of Assignee)

the within registered 2011 Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer said 2011 Bond on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in another guarantee program acceptable to the Fiscal Agent.

TABLE OF CONTENTS

Page

ARTICLE I
AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement 1
Section 1.02. Agreement for Benefit of Bondowners 1
Section 1.03. Definitions 2

ARTICLE II
THE BONDS

Section 2.01. Principal Amount; Designation 14
Section 2.02. Terms of Bonds 15
Section 2.03. Redemption 16
Section 2.04. Form of Bonds 19
Section 2.05. Execution of Bonds 19
Section 2.06. Transfer of Bonds 20
Section 2.07. Exchange of Bonds 20
Section 2.08. Bond Register 20
Section 2.09. Temporary Bonds 21
Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen 21
Section 2.11. Special Obligation 21
Section 2.12. Additional Bonds 21
Section 2.13. Book-Entry 25

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; IMPROVEMENT FUND; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds 26
Section 3.02. Application of Proceeds of Sale of Bonds 26
Section 3.03. Improvement Fund 27
Section 3.04. Special Tax Fund 28
Section 3.05. Administrative Expense Fund 30
Section 3.06. Costs of Issuance Fund 30

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues 31
Section 4.02. Bond Fund 31
Section 4.03. Reserve Fund 34

TABLE OF CONTENTS

Page

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment 36
Section 5.02. Special Obligation 36
Section 5.03. Extension of Time for Payment 36
Section 5.04. Against Encumbrances 36
Section 5.05. Books and Accounts 36
Section 5.06. Protection of Security and Rights of Owners 37
Section 5.07. Collection of Special Tax Revenues 37
Section 5.08. Levy of Special Taxes for Administrative Expenses 38
Section 5.09. Further Assurances 38
Section 5.10. Tax Covenants 38
Section 5.11. Covenant to Foreclose 39
Section 5.12. Prepayment of Special Taxes 39
Section 5.13. Calculation of Prepayments 39
Section 5.14. Continuing Disclosure 40
Section 5.15. Accountability Measures 40

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds 40
Section 6.02. Rebate Fund; Rebate to the United States 41
Section 6.03. Liability of City 42
Section 6.04. Employment of Agents by City 42

ARTICLE VII
THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent 43
Section 7.02. Liability of Fiscal Agent 43
Section 7.03. Information 44
Section 7.04. Notice to Fiscal Agent 44
Section 7.05. Compensation, Indemnification 45
Section 7.06. Books and Accounts 45

TABLE OF CONTENTS

Page

ARTICLE VIII
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted 45
Section 8.02. Owners' Meetings 46
Section 8.03. Procedure for Amendment with Written Consent of Owners 47
Section 8.04. Disqualified Bonds 47
Section 8.05. Effect of Supplemental Agreement 47
Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments 48
Section 8.07. Amendatory Endorsement of Bonds 48

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties 48
Section 9.02. Successor is Deemed Included in All References to Predecessor 48
Section 9.03. Discharge of Agreement 48
Section 9.04. Execution of Documents and Proof of Ownership by Owners 49
Section 9.05. Waiver of Personal Liability 50
Section 9.06. Notices to and Demands on City and Fiscal Agent 50
Section 9.07. Partial Invalidity 50
Section 9.08. Unclaimed Moneys 50
Section 9.09. Applicable Law 51
Section 9.10. Conflict with Act 51
Section 9.11. Conclusive Evidence of Regularity 51
Section 9.12. Payment on Business Day 51
Section 9.13. Counterparts 51

EXHIBIT A – FORMS OF BOND A-1

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MV00099199

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or filing under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2011

NEW ISSUE—BOOK-ENTRY-ONLY **NO RATING**

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "TAX MATTERS" herein.

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

Dated: Date of Delivery **Due: September 1, as shown on the inside page**

The Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds") are being issued and delivered to finance various public improvements needed for property located within Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"). The District is located in the City of Moreno Valley (the "City"), County of Riverside, California.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), and pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the City for and on behalf of the District and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are special limited obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on and collected from the owners of the taxable land within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Taxes are to be levied according to the amended and restated rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment." The City Council of the City is the legislative body of the District.

The Bonds are issuable in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on September 1, 2011 and semiannually thereafter on each September 1 and March 1. Debt service on the Bonds will be capitalized through September 1, 2011. Principal of and interest on the Bonds will be paid by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS — Description of the Bonds" and APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Neither the faith and credit nor the taxing power of the City, the County of Riverside, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special limited tax obligations of the District payable solely from Special Taxes and other amounts held under the Fiscal Agent Agreement as more fully described herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments and mandatory sinking fund redemption prior to maturity as set forth herein. See "THE BONDS — Redemption" herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. AS A RESULT, THE BONDS INVOLVE SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Best Best & Krieger LLP, San Diego, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by the City Attorney. Certain legal matters will be passed on by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery to DTC in New York, New York, on or about April __, 2011.

De La Rosa & Co.

Dated: March __, 2011

* *Preliminary, subject to change.*

$_____*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

MATURITY SCHEDULE
(Base CUSIP†: _____)

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*	*Maturity Date (September 1)*	*Principal Amount*	*Interest Rate*	*Yield*	*CUSIP†*
	$	%	%			$	%	%	

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

$_____ _____% Term Bonds due September 1, 20__ Yield: ____%, CUSIP: ____†

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* *Preliminary, subject to change.*

† *CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2011 Standard & Poor's, a Division of The McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the City nor the Underwriter take any responsibility for the accuracy of such numbers.*

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

CITY COUNCIL

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

CITY OFFICIALS

Henry T. Garcia, City Manager
Michelle Dawson, Acting Assistant City Manager
Richard Teichert, Financial and Administrative Services Director
Chris A. Vogt, P.E., Public Works Director/City Engineer
Candace E. Cassel, Special Districts Division Manager
Barry Foster, Community and Economic Development Director
Jane Halstead, City Clerk
Robert L. Hansen, City Attorney

BOND COUNSEL

Best Best & Krieger LLP
San Diego, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

SPECIAL TAX CONSULTANT

Harris & Associates
Irvine, California

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates
Irvine, California

FISCAL AGENT

Wells Fargo Bank, National Association
Los Angeles, California

REAL ESTATE APPRAISER

Bruce W. Hull & Associates
Ventura, California

MARKET ABSORPTION CONSULTANT

Empire Economics, Inc.
Capistrano Beach, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. This Official Statement, including any supplement or amendment hereto, is intended to be deposited with a nationally recognized municipal securities depository.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City, the District, the Fiscal Agent or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

All information considered material to the making of an informed investment decision with respect to the Bonds is contained in this Official Statement. While the City maintains an internet website for various purposes, none of the information on its website is incorporated by reference into this Official Statement. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the captions "THE COMMUNITY FACILITIES DISTRICT" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Table of Contents

Page

INTRODUCTION 8
Property Ownership and Development Status 9
Sources of Payment for the Bonds 10
Parity Bonds 11
Description of the Bonds 11
Tax Matters 12
Professionals Involved in the Offering 12
Continuing Disclosure 12
Bond Owners' Risks 13
Other Information 13
ESTIMATED SOURCES AND USES OF FUNDS 13
THE BONDS 14
Authority for Issuance 14
Purpose of the Bonds 15
Description of the Bonds 15
Redemption 16
Redemption Procedure by Fiscal Agent 17
Effect of Redemption 18
Transfer and Exchange of Bonds 18
Debt Service Schedule for the Bonds 20
SOURCES OF PAYMENT FOR THE BONDS 20
Special Taxes 21
Rate and Method of Apportionment 21
Prepayment of Special Taxes 22
Collection of Special Tax Revenues 23
No Teeter Plan 24
Proceeds of Foreclosure Sales 24
Reserve Fund 25
Parity Bonds 25
THE COMMUNITY FACILITIES DISTRICT 27
General Description of the District 27
Description of Authorized Facilities 27
Coverage from Developed Property 28
Direct and Overlapping Debt 31
Estimated Appraised Value-to-Lien Ratio 31
Aerial Photo of District 35
THE DEVELOPMENT AND PROPERTY OWNERSHIP 36
General Description and Location of the District 36
The Developer 37
The Development Plan 37
Infrastructure Requirements and Construction Status 41
Developer's Financing Plan 41
Status of Land Use Approvals 42
Appraisal 42
Market Absorption Study 43
History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy 43
SPECIAL RISK FACTORS 44
Concentration of Ownership 44
Limited Obligations 45
Insufficiency of Special Taxes 45

Table of Contents
(continued)

Page

Natural Disasters 45
Hazardous Substances 46
Parity Taxes, Special Assessments and Land Development Costs 47
Disclosures to Future Purchasers 47
Special Tax Delinquencies 47
Non-Cash Payments of Special Taxes 48
Payment of the Special Tax is not a Personal Obligation of the Owners 48
Land Values 48
Failure to Develop Properties 49
Endangered Species 50
FDIC/Federal Government Interests in Properties 50
Bankruptcy and Foreclosure 51
No Acceleration Provision 52
Loss of Tax Exemption 52
Limitations on Remedies 52
Limited Secondary Market 53
Proposition 218 53
Ballot Initiatives 54
CONTINUING DISCLOSURE 54
TAX MATTERS 55
LEGAL MATTERS 56
LITIGATION 56
NO RATING 56
UNDERWRITING 56
FINANCIAL INTERESTS 56
PENDING LEGISLATION 56
ADDITIONAL INFORMATION 57

APPENDIX A RATE AND METHOD OF APPORTIONMENT A-1
APPENDIX B APPRAISAL REPORT B-1
APPENDIX C SUMMARY OF FISCAL AGENT AGREEMENT C-1
APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY D-1
APPENDIX E FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER E-1
APPENDIX F FORM OF OPINION OF BOND COUNSEL F-1
APPENDIX G BOOK-ENTRY-ONLY SYSTEM G-1
APPENDIX H MARKET ABSORPTION STUDY H-1

[INSERT VICINITY MAP]

$8,060,000*
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by the City of Moreno Valley (the "City"), acting for and on behalf of Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley (the "District"), of the $8,060,000* Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The proceeds of the Bonds will be used to acquire various public improvements needed with respect to the development within the District, to fund the Reserve Fund securing the Bonds, to fund capitalized interest on the Bonds through September 1, 2011 and to pay costs of issuance of the Bonds.

The Bonds are authorized to be issued pursuant to the Act (as defined herein), and pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of April 1, 2011, by and between the City, for and on behalf of the District, and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent"). The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues (as described below under the heading "SOURCES OF PAYMENT FOR THE BONDS") and all moneys deposited in the Bond Fund and the Reserve Fund.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined shall have the meaning set forth in APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

The District was formed on October 25, 2005 and additional territory was annexed thereto on January 8, 2008 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the Government Code of the State of California (the "Act"). The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding Building 8 located on 11.03 acres and an adjoining parking lot parcel located on 1.37 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the partially developed Centerpointe Business Park, which, based on current land use approvals and projections, is being developed with approximately 2,810,282 square feet of space for industrial and warehouse/distribution uses. One building (Building 8) located on 11.03 acres and an adjoining unimproved parcel (APN No. 297-170-079) located on 1.37 acres was

* *Preliminary, subject to change,*

purchased by the U.S. Postal Service (collectively, the "USPS Parcels"), which prepaid the special tax lien encumbering such property. The USPS Parcels, which collectively consist of approximately 12.40 acres, are no longer subject to the special tax levy and is not collateral for the bond issue.

Bruce W. Hull & Associates, Ventura, California (the "Appraiser") has conducted an appraisal (the "Appraisal") of the taxable land within the District and has concluded, based upon the assumptions and limiting conditions contained in the Appraisal, that, as of December 31, 2010, the bulk sales value of land and buildings within the District subject to the Special Taxes was estimated to be $65,500,000. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "APPRAISAL REPORT."

Empire Economics, Inc., Capistrano Beach, California (the "Market Absorption Consultant") has prepared a Market Absorption Study (the "Market Absorption Study") for light industrial and warehouse/distribution uses planned in the District. The Market Absorption Study concludes that, based on development plans as of November 3, 2010, the date of the Market Absorption Study, the estimated remaining approximately 57.8 net acres of light industrial and warehouse/distribution facility space within the District should be occupied by end users by 2016. Since there is not any current construction activity, and the Developer (defined below) does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction. See the subcaptions "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and "— Market Absorption Study," and APPENDIX B — "APPRAISAL REPORT."

Property Ownership and Development Status

All taxable property within the District (excluding the USPS Parcels for which Special Taxes have been prepaid) is currently owned by Ridge Moreno Valley, LLC, a Delaware limited liability company ("Ridge Moreno Valley") and one parcel (Building 6, APN No. 297-170-069) is owned by an entity affiliated with the Developer, Ridge Moreno Valley II, LLC, a Delaware limited liability company ("Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). The Developer's current business plan anticipates retaining ownership of all taxable property within the District and leasing such property to industrial tenants. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of Special Taxes on taxable property within the boundaries of the District, and to have the District incur bonded indebtedness. Following a public hearing conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling a special election to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On October 25, 2005, at an election held pursuant to the Act, the Developer, who was the sole landowner and qualified voter within the District, authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $16,000,000 and approved a rate and method of apportionment

for the District to pay the principal of and interest on the bonds of the District. Pursuant to the Act, the City Council also adopted the necessary resolutions stating its intent to authorize the annexation of territory (the "Annexed Territory") and the submittal of the levy of Special Taxes to the qualified voters of the Annexed Territory. Following a public hearing conducted pursuant to the Act, the City Council adopted a resolution making certain determinations authorizing submittal of the levy of Special Taxes to the qualified electors of the territory proposed to be annexed. On January 8, 2008, at an election held pursuant to the Act, the qualified electors authorized the annexation of the Annexed Territory into the District and approved a rate and method of apportionment for the Annexed Territory. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District. The amended and restated rate and method of apportionment is referred to herein as the "Rate and Method." A copy of the Rate and Method is set forth in Appendix A hereto. Additionally, all references herein to the District shall include the Annexed Territory unless otherwise specified. The City Council of the City acts as the legislative body of the District.

Sources of Payment for the Bonds

As used in this Official Statement, the term "Special Tax" is that tax which has been authorized pursuant to the Act to be levied against certain land within the District pursuant to the Act and in accordance with the Rate and Method. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts on deposit in the Bond Fund and the Reserve Fund established under the Fiscal Agent Agreement. Special Taxes are defined in the Fiscal Agent Agreement as the special taxes levied by the City Council in any Fiscal Year on parcels of taxable property within the District pursuant to the Act and the Fiscal Agent Agreement. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and the proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

The Special Taxes are the primary security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund. Debt service on the Bonds will be capitalized through September 1, 2011. The City has covenanted for the benefit of the owners of the Bonds that it will commence, and diligently pursue to completion, judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes within 60 days after each Interest Payment Date. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Proceeds of Foreclosure Sales" herein."

The Appraisal provides an estimate of the market value of the fee simple interest in the taxable parcels within the District (excluding the USPS Parcels). The Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis to arrive at the values set forth in the Appraisal. Based upon the assumptions set forth in the Appraisal, including the extraordinary assumption that the construction cost and allocation information, as well as miscellaneous parcel information provided by the Developer is correct and viable information, and the current development plan being undertaken by the Developer, the Appraiser is of the opinion that the market value of the property in the District subject to the Special Taxes as of December 31, 2010 was $65,500,000. This estimate of bulk sales value results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole based on the estimated principal amount of the Bonds. See the subcaption "THE COMMUNITY FACILITIES DISTRICT — Estimated Appraised Value-to-Lien Ratios" and APPENDIX B — "APPRAISAL REPORT" herein.

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* *Preliminary, subject to change.*

There is no assurance that the property within the District can be sold for the appraised value or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the subcaption "SPECIAL RISK FACTORS — Land Value" and APPENDIX B — "APPRAISAL REPORT" herein. Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied on the property within the District. See "the subcaption SPECIAL RISK FACTORS — Parity Taxes, Special Assessments and Land Development Costs" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAXES AND AMOUNTS HELD UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Parity Bonds

The District may issue additional bonds ("Additional Bonds" or "Parity Bonds") payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to certain specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Additionally, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the outstanding Bonds and Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds is payable by the Fiscal Agent to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, mandatory redemption from Special Tax Prepayments or from other amounts transferred to the Special Tax Prepayment Account and mandatory sinking fund redemption as described herein. For a more complete descriptions of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

Tax Matters

In the opinion of Best Best & Krieger LLP, San Diego, California ("Bond Counsel"), under existing laws, regulations, rulings and court decisions, the interest on the Bonds is exempt from personal income taxes of the State of California and, assuming compliance with certain covenants described herein, is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Set forth in APPENDIX F — "FORM OF OPINION OF BOND COUNSEL" is the form of the opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see the caption "TAX MATTERS" herein.

Professionals Involved in the Offering

Wells Fargo Bank, National Association, Los Angeles, California, will act as Fiscal Agent under the Fiscal Agent Agreement and as the initial Dissemination Agent under the Continuing Disclosure Agreements to be entered into by the City and the Developer. De La Rosa & Co. is the Underwriter of the Bonds. Best Best & Krieger LLP, San Diego, California, is acting as Bond Counsel. All proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Developer by Rutan & Tucker, LLP, Costa Mesa, California, as counsel to the Developer. Fieldman, Rolapp & Associates, Irvine, California, is acting as Financial Advisor for the City in connection with the Bonds. Certain legal matters will be passed on for the City and the District by the City Attorney. Other professional services have been performed by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as Disclosure Counsel, Harris & Associates, Irvine, California, as Special Tax Consultant, Bruce W. Hull & Associates, Ventura, California, as Appraiser and Empire Economics, Inc., Capistrano Beach, California, as Market Absorption Consultant.

For information with respect to which the above-mentioned professionals, advisors, counsel and agents have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS" herein.

Continuing Disclosure

Each of the City, for and on behalf of the District, and the Developer has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/* ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data. The City's obligation commences April 1, 2012. The City has further agreed to provide, in a timely manner, certain annual financial information and operating data and notice of certain material events. The Developer is obligated to file annual reports commencing March 1, 2012 and semi-annual reports commencing September 1, 2011. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See the caption "CONTINUING DISCLOSURE" herein, APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY" and APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER" hereto for a description of the specific nature of the annual reports to be filed by the City, and the semi-annual reports to be filed by the

Developer and notices of material events and a summary description of the terms of the continuing disclosure agreement pursuant to which such annual reports are to be made.

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The Bonds are not rated by any nationally recognized rating agency. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors. See the caption "SPECIAL RISK FACTORS" herein.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Fiscal Agent Agreement are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Fiscal Agent Agreement, the Bonds and the constitution and laws of the State as well as the proceedings of the City, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Fiscal Agent Agreement. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Fiscal Agent Agreement.

Copies of the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (defined herein), the Continuing Disclosure Agreement of the Developer (defined herein) and other documents and information referred to herein are available for inspection and (upon request and payment to the City of a charge for copying, mailing and handling) for delivery from the City at 14177 Frederick Street, Moreno Valley, California 92553, Attention: Financial and Administrative Services Director.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the expected uses of Bond proceeds:

Sources of Funds	
Bond Par Amount	$
Plus Original Issue Premium/(Less Original Issue Discount)	
TOTAL SOURCES	$
Uses of Funds	
Improvement Fund	$
Reserve Fund	
Cost of Issuance Fund[1]	
Interest Account[2]	
Administrative Expense Fund	
TOTAL USES	$

[1] Includes Underwriter's discount, legal, financing and consulting fees, printing costs, Fiscal Agent fees and other miscellaneous expenses.

[2] Interest on the Bonds is capitalized through September 1, 2011.

THE BONDS

Authority for Issuance

***Resolutions of Intention*:** On September 13, 2005, the City Council of the City adopted a resolution stating its intention to establish the District and to authorize the levy of special taxes.

***Resolutions of Formation*:** On October 25, 2005, the City Council of the City, adopted resolutions which established the District, approved a rate and method of apportionment ("Original RMA"), authorized the submittal of the levy of special taxes within the District to qualified electors, and determined the necessity to incur bonded indebtedness within the District, in the amount not to exceed $16,000,000.

***Resolution Calling Election*:** The resolutions adopted by the City Council of the City on October 25, 2005 also called for an election by the landowners in the District for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness in the District, and the establishment of an appropriations limit.

***Landowner Election and Declaration of Results*:** On October 25, 2005, an election was held at which the Developer, as the sole landowner and qualified voter within the District approved a ballot proposition authorizing the issuance of up to $16,000,000 of bonds to finance the acquisition and construction of various public facilities, the levy of the Special Tax and the establishment of an appropriations limit for the District. On October 25, 2005, the City Council adopted a resolution approving the canvass of the votes and declaring the District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness, and to have the established appropriations limit.

***Special Tax Lien and Levy*:** A Notice of Special Tax Lien for the District was recorded in the real property records of the County of Riverside, California (the "County") on November 8, 2005, as a continuing lien against the property in the District. On November 8, 2005, the City Council of the City, acting as the legislative body of the District, enacted Ordinance No. 696 authorizing the levy of the Special Tax within the District.

Resolution Adopting Annexation Map: On November 27, 2007, the City Council adopted a resolution adopting an annexation map showing territory proposed to be annexed to the District. The City Council also undertook proceedings to annex certain territory into the District.

Resolution of Intention: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Resolutions of Annexation: On January 8, 2008, the City Council of the City adopted resolutions which made certain determinations, approved a rate and method of apportionment ("Annexation RMA") and authorized submittal of the levy of special taxes to the qualified electors within the Annexed Territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amendment to Special Tax Lien and Levy: An Amendment to Notice of Special Tax Lien for the District was recorded in the real property records of the County incorporated on January 17, 2008, which provided a rate and method of apportionment that applied only to the added territory. On January 22, 2008, the City Council of the City, acting as legislative body of the District, enacted Ordinance No. 765 authorizing the levy of special tax within the added territory.

Resolution of Reconsideration: On November 27, 2007, the City Council of the City adopted a resolution stating its intent to authorize the annexation of territory.

Election and Declaration of Results: On January 8, 2008, an election was held at which the qualified electors approved the addition of territory into the District. On January 8, 2008, the City Council adopted a resolution determining that the annexed territory was added to the District and that the City Council was authorized to levy Special Taxes within the added territory.

Amended and Restated Rate and Method of Apportionment. On November 9, 2010 the City Council of the City adopted a resolution to consider amending and restating the rate and method of apportionment for the District. On December 14, 2010, the qualified electors within the District, including the Annexed Territory, approved an amended and restated rate and method of apportionment for the District which replaced the Original RMA and the Annexation RMA. References to the "Rate and Method" in this Official Statement refer to the amended and restated rate and method of apportionment for the District. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT." On December 14, 2010, the City Council also had the first reading of Ordinance No. ___ authorizing the levy of special taxes under the Rate and Method, and the second reading and adoption was on January 11, 2011.

***Resolution Authorizing Issuance of the Bonds*:** On March 8, 2011, the City Council adopted a resolution approving the issuance of the Bonds.

Purpose of the Bonds

The Bonds are being issued to provide funds to: (i) finance the costs of acquiring certain public facilities within the District (see "THE COMMUNITY FACILITIES DISTRICT—Description of Authorized Facilities"); (ii) pay costs related to the issuance of the Bonds; (iii) fund the interest on the Bonds capitalized through September 1, 2011 and (iv) fund the Reserve Fund for the Bonds. See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Description of the Bonds

The Bonds will be issued as fully registered bonds in denominations of $5,000 and any integral multiple thereof (not exceeding the principal amount maturing at any one time), and shall be dated the date of delivery thereof. The Bonds will be issued in book-entry only form and DTC will act as securities depository for the Bonds. So long as the Bonds are held in book-entry only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See APPENDIX G — "BOOK-ENTRY-ONLY SYSTEM" herein. The Bonds will mature on September 1, in the years and principal amounts, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2011 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date in which event it shall bear interest from its dated date; provided, that if at the time of authentication of a Bond, interest is then in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from its dated date, if no interest has previously been paid or made available for payment thereon.

Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent; provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds will be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request. All Bonds redeemed and purchased by the Fiscal Agent will be canceled by the Fiscal Agent.

Redemption

Optional Redemption. The Bonds are subject to redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, at the option of the District from moneys derived by the District from any source, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows.

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

Mandatory Redemption From Special Tax Prepayments Transferred to the Special Tax Prepayment Account. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected among maturities by the District (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the District from Special Tax Prepayments, at a redemption price expressed as percentages of the principal amounts of the Bonds to be redeemed, together with accrued interest to the date of redemption as follows:

Redemption Dates	*Redemption Price*
_____ 1, 20__ through _____ 1, 20__	%
_____ 1, 20__ through _____ 1, 20__	
_____ 1, 20__ through any Interest Payment Date thereafter	

In the event that Bonds are subject to extraordinary mandatory redemption from proceeds of Special Tax Prepayments pursuant to the Fiscal Agent Agreement, such Special Tax Prepayments and any amounts transferred from the Reserve Fund or any Additional Bonds Reserve Fund to the Redemption Fund as a result of such Special Tax Prepayments shall be allocated to the redemption of each series of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based upon the outstanding principal amount of each series of Bonds and any Parity Bonds.

Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, 20__ and September 1, 20__ are subject to mandatory sinking fund redemption, in part, on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

Bonds Maturing on September 1, 20__

Redemption Date (September 1)	*Sinking Payment*
	$

(Maturity)

The amount of Outstanding Bonds to be redeemed pursuant to the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service as a result of any prior or partial optional redemption or mandatory redemption from Special Tax Prepayments of the Bonds or from other amounts transferred to the Special Tax Prepayment Account.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Redemption Procedure by Fiscal Agent

The Fiscal Agent Agreement requires the Fiscal Agent to cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing will not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, will require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption as the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice will be paid by the District.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Fiscal Agent on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest due on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Fiscal Agent shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Fiscal Agent shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

In the event of an optional redemption or a mandatory redemption from a Special Tax Prepayment, the City will transfer or cause to be transferred to the Fiscal Agent for deposit in the Bond Fund moneys in an amount equal to the redemption price of the Bonds being redeemed on or before the fifteenth (15th) day of the month preceding the Interest Payment Date upon which such Bonds are to be redeemed.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

As to any series of Bonds and Parity Bonds, whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity, in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of such Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Fiscal Agent Agreement will be canceled by the Fiscal Agent.

Transfer and Exchange of Bonds

Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Fiscal Agent Agreement, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form

acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer will be paid by the District. The Fiscal Agent will collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange will be paid by the District. The Fiscal Agent will collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds will be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Debt Service Schedule for the Bonds

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments. See "—Redemption" above.

Period Ending	*Principal*	*Interest*[1]	*Total Debt Service*
2011	$	$	$
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
TOTAL	$	$	$

(1) Interest on the Bonds is capitalized through September 1, 2011.

SOURCES OF PAYMENT FOR THE BONDS

The Special Taxes are the primary security for the repayment of the Bonds. Under the Fiscal Agent Agreement, the City has pledged to repay the Bonds from the Special Tax Revenues and amounts held in the Bond Fund and the Reserve Fund. Special Tax Revenues are defined in the Fiscal Agent Agreement to include the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien, and interest and penalties thereon.

In the event that the Special Tax Revenues are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

The City Council, as the legislative body of the District, has covenanted in the Fiscal Agent Agreement that by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in the amount required for the payment of principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year.

The Special Taxes levied in any fiscal year may not exceed the maximum rates authorized pursuant to the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein. There is no assurance that the Special Tax proceeds will, in all circumstances, be adequate to pay the principal of and interest on the Bonds when due. See the subcaption "SPECIAL RISK FACTORS — Insufficiency of Special Taxes" herein.

In addition to the Special Taxes to be levied by the District, the City has established the Community Facilities District No. 4 — Maintenance of the City of Moreno Valley (the "Maintenance District"), portions of which overlap with the District, to provide for maintenance of certain storm drain facilities. The special taxes which will be levied by the Maintenance District are not pledged for, and do not secure, the Bonds.

Rate and Method of Apportionment

The Rate and Method provides that for each Fiscal Year all parcels in the District not otherwise exempt are to be classified as either Developed Property or Undeveloped Property. "Developed Property" is defined as all Taxable Property for which a building permit for new construction was issued prior to June 1 of the prior Fiscal Year. "Undeveloped Property" is defined to include all Taxable Property not classified as Developed Property. "Fiscal Year" is defined as the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive. Capitalized terms not defined under the subcaption "— Rate and Method of Apportionment" have the meanings set forth in the Rate and Method. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT."

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and will increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to 2% of the Maximum Annual Tax for the previous Fiscal Year. Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

Commencing with Fiscal Year 2011-12 and for each following Fiscal Year, the City Council will levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement.

The "Annual Special Tax Requirement" means that amount required in any Fiscal Year for the District to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by the District; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator will take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

The Special Tax will be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

The Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Prepayment of Special Taxes

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT" herein for a discussion of how the prepayment amount is calculated. No Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property within the District both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds. Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. The Rate and Method provides that a property owner may prepay and satisfy the Special Tax obligation of an Assessor's Parcel in whole only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment.

In the event that a prepayment of Special Taxes occurs in the future, the net proceeds of such prepayment will be applied to effect a mandatory redemption of the Bonds. See the subcaption "THE BONDS—Redemption" herein.

Collection of Special Tax Revenues

The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County of Riverside (the "County") in the same manner and at the same time as *ad valorem* property taxes, provided that the District may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

The City has made certain covenants in the Fiscal Agent Agreement for the purpose of ensuring that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the City's ability to collect sufficient Special Taxes to pay debt service on the Bonds and Administrative Expenses when due. First, the City has covenanted that, to the extent it is legally permitted to do so, it will not reduce the maximum Special Tax rates on then existing Developed Property in the District below the amounts which are necessary to provide Special Tax Revenues in an amount equal 110% of Maximum Annual Debt Service on the Outstanding Bonds plus the Minimum Annual Administrative Expense Requirement. Second, the City has covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding sentence.

Although the Special Taxes constitute liens on taxable parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners therein. See the subcaption "SPECIAL RISK FACTORS—Parity Taxes, Special Assessments and Land Development Costs" herein. There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described in the section of this Official Statement entitled "SPECIAL RISK FACTORS."

Under the terms of the Fiscal Agent Agreement, not later than 10 Business Days after receipt, all Special Tax Revenues received by the City are to be deposited in the Special Tax Fund. As soon as practicable after the receipt from the City of any Special Tax Revenues, but no later than 10 Business Days after such receipt, the Fiscal Agent is to withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund, an amount estimated by the City to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposit to the Interest Account and Principal Account of the Bond Fund shall not exceed $30,000 (the "Minimum Annual Administrative Expense Requirement") for any Fiscal Year. However, if prior to the September 1 Interest Payment Date in any Bond Year the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund and Principal Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount, in the Administrative Expense Fund before making the required deposit to the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or Bond Fund.

On or before the March 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account of the Bond Fund in an amount not to exceed the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer to and deposit in the Interest Account to pay the full amount of the interest on the Bonds which is due and payable on such Interest Payment Date. On or before the September 1 Interest Payment Date in each Bond Year, if the amount of other moneys which is on deposit in the Special Tax Fund is less than the amount of the interest on and principal of the Bonds which is due on such Interest Payment Date, the Fiscal Agent will transfer moneys from the Surplus Account, to the extent of moneys on deposit therein and available for transfer, to and deposit such moneys in the Interest Account and the Principal Account in amounts not to exceed the amount of the deficiency in the amount of other moneys which are on deposit in the Special Tax Fund, and available for transfer, to pay the full amount of the interest on and principal of the Bonds which is due and payable on such Interest Payment Date. On or before May 1 of each year, commencing on May 1, 2012 the Fiscal Agent will notify the City of the amount which is then on deposit in the Surplus Account and of the aggregate amount of the principal of and interest on the Bonds which will become due and payable on the following September 1.

No Teeter Plan

Although the County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Proceeds of Foreclosure Sales

The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Tax when due are pledged to the payment of principal of and interest on the Bonds.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the City of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, in the Fiscal Agent Agreement, the City covenants for the benefit of the Owners of the Bonds that, within 60 days after each Interest Payment Date, it will cause to be commenced, as hereinafter provided, and (unless delinquent Special Taxes are paid) diligently prosecute to judgment, an action in the superior court to foreclose the lien of any Special Taxes, or any installments thereof, which were not paid by the statutory delinquency date (i.e., December 10 or April 10). In furtherance of this covenant, within five (5) Business Days after each Interest Payment Date, the Financial and Administrative Services Director, or his designee, shall review the most recent Fixed Charge Unpaid List received from the Auditor-Controller of the County of Riverside regarding unpaid property taxes to determine if there are any delinquent installments of Special Taxes levied on property in the District. If there are any such delinquent Special Tax installments, the Financial and Administrative Services Director, or his designee, shall notify the City Attorney of such delinquencies and, within the previously mentioned 60 days, the City Attorney shall commence, or cause to be commenced, and diligently prosecute such a superior court foreclosure action or actions to collect such delinquent Special Taxes.

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City. See the subcaption "SPECIAL RISK FACTORS—Bankruptcy and Foreclosure" herein. Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the subcaption "SPECIAL RISK FACTORS—Land Values" herein. Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Reserve Fund

In order to secure further the payment of principal of and interest on the Bonds, the City is required, upon delivery of the Bonds, to deposit $_____ into the Reserve Fund and thereafter to maintain in the Reserve Fund an amount equal to the Reserve Requirement. The Fiscal Agent Agreement defines the Reserve Requirement as of the date of any calculation the lesser of (i) 10% of the proceeds of the sale of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) 125% of average Annual Debt Service on the Bonds, as determined by the City. Subject to the limits on the maximum annual Special Tax which may be levied within the District, as described in APPENDIX A, the City has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Fund at the Reserve Requirement. Amounts in the Reserve Fund are to be applied to make transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or to redeem Bonds in whole or in part. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT — Reserve Fund" herein.

Parity Bonds

The District may issue Parity Bonds payable from Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Bonds and any other Parity Bonds theretofore issued for any purposes authorized under the Act. Parity Bonds may be issued subject to the following specific conditions set forth in the Fiscal Agent Agreement, which are made conditions precedent to the issuance of any such Parity Bonds:

(A) The aggregate principal amount of the Bonds and all Parity Bonds issued may not exceed $16,000,000.

(B) The City and the District are in compliance with all covenants set forth in the Fiscal Agent Agreement.

(C) The issuance of such Parity Bonds will have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds will have been provided for by a supplement to the Fiscal Agent Agreement (a "Supplemental Agreement").

(D) The Fiscal Agent will have received the following documents, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent:

(1) a certified copy of the resolution authorizing the issuance of such Parity Bonds and the approval of the Supplemental Agreement pursuant to which such Parity Bonds are to be issued;

(2) an Officer's Certificate of the City on behalf of the District authorizing the authentication and delivery of such Parity Bonds;

(3) an opinion of Bond Counsel to the effect that (a) the District has the right and power under the Act to execute and deliver the Fiscal Agent Agreement and all Supplemental Agreements thereto, and the Fiscal Agent Agreement and all such Supplemental Agreements have been duly and lawfully approved, executed and delivered by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights), and no other authorization for the Fiscal Agent Agreement or such Supplemental Agreement is required; (b) the Fiscal Agent Agreement and such Supplemental Agreement create the valid pledge which they purport to create of the Special Taxes as provided in the Fiscal Agent Agreement and such Supplemental Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement and such Supplemental Agreement; (c) such Parity Bonds are valid and binding special obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Fiscal Agent Agreement and all Supplemental Agreements thereto and entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Agreements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Agreements; and (d) the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and, if then applicable, the Bonds or the exemption from State of California personal income taxation of interest on the Bonds;

(4) an Officer's Certificate certifying that:

(a) The City has received a certificate from one or more Tax Consultants which, when taken together, certify that as of the date of calculation which will be no earlier than 60 days prior to the date of issuance of such Parity Bonds the aggregate Maximum Annual Special Tax that may be levied on all Developed Property and Updated Property within the District (excluding any Assessor's Parcel of Developed Property or Updated Property for which the payment of Special Taxes as of the date of calculation are delinquent) in any Fiscal Year by the District pursuant to the Act and the applicable resolutions and ordinances of the District equals (y) at least 1.10 times the amount required to pay Debt Service during the applicable Bond Year on all Outstanding Bonds plus (z) Minimum Annual Administrative Expense Requirement payable during such Bond Year; and

(b) the City has received an Appraisal with a date of value no earlier than 90 days preceding the Closing Date of the Parity Bonds indicating that following the issuance of the Parity Bonds:

(i) the aggregate value of all Developed Property within the District will be at least three times the Public Lien Amount;

(ii) for each common ownership of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds, the aggregate value of all such Undeveloped Property under such common ownership will be at least three times the Public Lien Amount apportioned to such properties; and

(iii) the value of each Assessor's Parcel of Undeveloped Property that will be subject to the Special Tax to pay debt service on the Bonds will be at least two times the Public Lien Amount apportioned to such parcel.

For purposes of the above, "Updated Property" means any assessor's parcel of taxable property for which a building permit was issued after June 1 preceding the first fiscal year after the issuance of the Bonds.

However, notwithstanding the above, nothing in the Fiscal Agent Agreement prevents the City from issuing and selling, pursuant to law, refunding bonds or other refunding obligations payable from and having a first lien upon the Special Taxes Revenues on a parity with the Outstanding Bonds and any Parity Bonds so long as the issuance of such refunding bonds or other refunding obligations results in a reduction in each Bond Year on the Annual Debt Service on the Bonds and any Parity Bonds when combined with the annual debt service on such refunding bonds or other refunding obligations following the issuance thereof. See APPENDIX C — "SUMMARY OF FISCAL AGENT AGREEMENT" herein.

THE COMMUNITY FACILITIES DISTRICT

General Description of the District

The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid).

The District consists of the partially developed Centerpointe Business Park, which includes industrial and warehouse/distribution uses. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

The City was incorporated as a general law city on December 3, 1984. The City Council is comprised of five members. The City is located in the western portion of the County, and is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and Gilman Springs Road to the east.

Description of Authorized Facilities

The facilities for the District to be financed from Bond proceeds (the "Facilities") include all or a portion of design, construction, indirect costs and administration relating to street improvements including curb, gutter, and sidewalks, signing and striping, traffic signals, street lighting, local drainage improvements, median landscaping, electric utility improvements and appurtenant structures and facilities associated with the Centerpointe Business Park.. All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
CONSTRUCTION COSTS OF THE FACILITIES

Facilities	*Estimated Actual Costs*
Hard Costs:	
Cactus Avenue	$ 2,763,665
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Brodiaea Avenue	2,838,358
Frederick Street to Graham Street	
Graham Street to Heacock Street	
Graham Street	383,644
Joy Street	597,549
Gilbert Street	561,937
Rebecca Street	351,211
Box Culvert (Heacock/Brodiaea)	817,674
Subtotal Hard Costs	$ 8,314,038
Soft Costs:	
Civil Engineering	
Street Improvements	$ 483,000
Traffic Signals	38,410
Construction Staking	167,354
Landscape Architect	6,112
Fullmer Management Services	433,356
Plan Check/Permits	1,248,491
Project Management	261,071
Soil Testing	41,049
Subtotal Soft Costs	$ 2,678,843
Subtotal Hard and Soft Costs	$10,992,881
Eligible Dry Utilities Costs	549,644
Total Facilities Costs	$11,542,525

Source: The Developer.

Coverage from Developed Property

The Developer, as the owner of all taxable property within the District, is the sole taxpayer within the District. See the subcaption "SPECIAL RISK FACTORS—Concentration of Ownership/Reliance on Success of the Centerpointe Business Park" herein. As of December 31, 2010, there were four completed buildings (Buildings 4, 5, 6 and 9) within the District (not including the USPS Parcels for which Special Taxes have been prepaid), and the Developer had signed leases totaling approximately 1,621,987 square feet, consisting of 100% of the available space within the completed four buildings in the District. (The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee Industries lease for the first 36 months of that lease; See Table 5 herein.) The four completed buildings in the District comprise Phases I and II of the Developer's four Phase development plan. Phases III and IV are not currently under

construction and none of the space within Phases III and IV has been leased. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

As a result, the Bonds have been sized so that the Maximum Annual Special Tax for parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings which were 100% leased as of December 31, 2010 (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease), produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. However, Parity Bonds may be issued if certain conditions precedent are met, including the conditions that (i) Maximum Special Taxes that may be levied on all taxable property within the District (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) in any Fiscal Year equals at least 110% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District, and (ii) Maximum Special Taxes that may be levied on Developed Property on which the construction of structures suitable for industrial or warehouse use have been completed (excluding any taxable property delinquent in the payment of Special Taxes as of the date of calculation) equals at least 100% of debt service on the Bonds and any Parity Bonds plus projected administrative expenses of the District. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds."

The following table shows debt service coverage on the Bonds (including sinking fund redemptions but assuming that there are no optional redemptions or mandatory redemptions from Special Tax Prepayments), from Maximum Special Taxes from Developed Property (net of the Minimum Annual Administrative Expense Requirement) and from Maximum Special Taxes from all Taxable Property (net of the Minimum Annual Administrative Expense Requirement).

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
DEBT SERVICE COVERAGE FROM DEVELOPED PROPERTY AND ALL TAXABLE PROPERTY
BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

Period Ending	*Total Debt Service on the Bonds*[1]*	*Maximum Special Taxes from Developed Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from Developed Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from Developed Property**	*Maximum Special Taxes from all Taxable Property*[2]	*Less Minimum Annual Administrative Expense Requirement*	*Maximum Net Special Taxes from all Taxable Property*[2]	*Coverage Ratio from Maximum Net Special Taxes from all Taxable Property**
2011	--	$ 602,171	$ 30,000	$ 572,171	--	$1,080,052	$30,000	$ 1,050,052	--
2012	$ 530,450	614,214	30,600	583,614	1.10	1,101,653	30,600	1,071,053	2.02
2013	530,450	626,499	31,212	595,287	1.12	1,123,687	31,212	1,092,475	2.06
2014	530,450	639,028	31,836	607,192	1.14	1,146,160	31,836	1,114,324	2.10
2015	535,450	651,809	32,473	619,336	1.16	1,169,083	32,473	1,136,610	2.12
2016	545,250	664,845	33,122	631,723	1.16	1,192,465	33,122	1,159,343	2.13
2017	554,650	678,142	33,785	644,357	1.16	1,216,314	33,785	1,182,530	2.13
2018	568,650	691,705	34,461	657,244	1.16	1,240,641	34,461	1,206,180	2.12
2019	581,650	705,539	35,150	670,389	1.15	1,265,454	35,150	1,230,304	2.12
2020	588,900	719,650	35,853	683,797	1.16	1,290,763	35,853	1,254,910	2.13
2021	605,488	734,043	36,570	697,473	1.15	1,316,578	36,570	1,280,008	2.11
2022	616,025	748,724	37,301	711,423	1.15	1,342,909	37,301	1,305,608	2.12
2023	625,025	763,698	38,047	725,651	1.16	1,369,768	38,047	1,331,720	2.13
2024	638,125	778,972	38,808	740,164	1.16	1,397,163	38,808	1,358,355	2.13
2025	655,025	794,552	39,584	754,967	1.15	1,425,106	39,584	1,385,522	2.12
2026	665,425	810,443	40,376	770,067	1.16	1,453,608	40,376	1,413,232	2.12
2027	679,625	826,652	41,184	785,468	1.16	1,482,681	41,184	1,441,497	2.12
2028	691,300	843,185	42,007	801,177	1.16	1,512,334	42,007	1,470,327	2.13
2029	706,350	860,048	42,847	817,201	1.16	1,542,581	42,847	1,499,733	2.12
2030	719,450	877,249	43,704	833,545	1.16	1,573,432	43,704	1,529,728	2.13
2031	735,600	894,794	44,578	850,216	1.16	1,604,901	44,578	1,560,323	2.12
2032	749,475	912,690	45,470	867,220	1.16	1,636,999	45,470	1,591,529	2.12
2033	765,175	930,944	46,379	884,564	1.16	1,669,739	46,379	1,623,360	2.12
2034	778,175	949,563	47,307	902,256	1.16	1,703,134	47,307	1,655,827	2.13
2035	793,475	968,554	48,253	920,301	1.16	1,737,197	48,253	1,688,943	2.13
2036	810,738	987,925	49,218	938,707	1.16	1,771,940	49,218	1,722,722	2.12
2037	829,625	1,007,684	50,203	957,481	1.15	1,807,379	50,203	1,757,177	2.12
2038	844,800	1,027,837	51,207	976,631	1.16	1,843,527	51,207	1,792,320	2.12
2039	861,263	1,048,394	52,231	996,163	1.16	1,880,397	52,231	1,828,167	2.12
2040	878,675	1,069,362	53,275	1,016,087	1.16	1,918,005	53,275	1,864,730	2.12
2041	896,700	1,090,749	54,341	1,036,408	1.16	1,956,365	54,341	1,902,025	2.12
TOTAL	$20,511,439	$25,519,664	$1,271,382	$24,248,280		$45,772,015	$1,271,382	$44,500,634	

* *Preliminary, subject to change.*

(1) Interest on the Bonds is capitalized through September 1, 2011.

(2) Based on the development status of the taxable property in the District as of December 31, 2010.

Table 3 below sets forth the projected Fiscal Year 2011-12 Special Tax Levy, based upon development status as of December 31, 2010. Developed Property is projected to be responsible for 100% of such projected Fiscal Year 2011-12 Special Tax Levy while Undeveloped Property is not expected to be levied.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
PROJECTED FISCAL YEAR 2011-12 SPECIAL TAX LEVY BASED ON DEVELOPMENT STATUS AS OF DECEMBER 31, 2010

	Square Feet of Land Area	*Projected Fiscal Year 2011-12 Special Tax Levy[(2)]**	*Percentage of Projected Fiscal Year 2011-12 Special Tax Levy**
Developed Property[(1)]			
Building No. 4	1,430,946	$280,751.60	45.7%
Building No. 5	381,586	74,867.17	12.2
Building No. 6	1,061,557	208,277.48	33.9
Building No. 9	255,697	50,167.75	8.2
Total	3,129,786[(1)]	$614,064.00	100.0%

(1) Does not include USPS Parcels, for which Special Taxes have been prepaid.
(2) Based on the development status of the taxable property in the District as of December 31, 2010.
Source: Special Tax Consultant.

Direct and Overlapping Debt

The ability of the Developer or future owners of land within the District to pay the Special Taxes could be affected by the existence of other taxes and assessments imposed upon the property. Certain of these taxes relate to direct and overlapping tax and assessment debt. As of December 31, 2010, the Special Tax Consultant and the City were not aware of any direct or overlapping indebtedness within the District, other than the Bonds. However, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue bonds and levy additional special taxes or assessments.

Estimated Appraised Value-to-Lien Ratio

The estimated appraised value-to-lien ratio for the taxable property within the District based on the $65,500,000 appraised value estimated by the Appraiser as of December 31, 2010 and the $8,060,000* principal amount of the outstanding Bonds results in an estimated appraised value-to-lien ratio of approximately 8.13*-to-1 for the District as a whole. However, the value-to-lien ratio for Developed Property only, based on the appraised value by the appraiser of $58,000,000 for the Developed Property within the District as of December 31, 2010 and assuming the entire amount of the Bonds is allocated to the Developed Property, results in a value-to-lien ratio for Developed Property of 7.20*-to-1. Because all of the taxable property within the District is owned by the Developer, the Appraiser determined the "bulk sales value" of the taxable property within the District. In determining the bulk sales value, the Appraiser assumed that all of the improved property within the District would be sold to a single buyer, and all of the unimproved property within the District would be sold to a single buyer. The Appraiser did not determine the market value of individual parcels. However, each fiscal year the Assessor of the County assesses the value of each taxable

* *Preliminary, subject to change.*

parcel within the County. For fiscal year 2010-11, the Assessor of the County assessed the value of the taxable property within the District of $101,827,166.

Table 4A below demonstrates the assessed value-to-lien ratio of each parcel of Developed Property assuming the entire amount of the Bonds is allocated to the Developed Property based on each parcel's share of the projected fiscal year 2011-12 Special Tax levy. Table 4B below demonstrates the assessed value-to-lien ratio of each parcel of taxable property within the District assuming the Bonds are allocated proportionately based on each parcel's fiscal year 2011-12 Maximum Special Tax levy.

However, since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser

TABLE 4A
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
DEVELOPED PROPERTY ONLY
BASED ON FISCAL YEAR 2011-12 SPECIAL TAX

Parcel	*Building No.*[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
4	4	297-170-067	32.85	1,430,946	$3,685,052.20	$42,703,833	**11.59**
5	5	297-170-068	8.76	381,586	982,681.61	11,409,126	**11.61**
6	6	297-170-069	24.37	1,061,557	2,733,780.97	31,452,056	**11.50**
9	9	297-170-072	5.87	255,697	658,485.22	7,036,899	10.69
Total:			**71.85**	**3,129,786**	**$8,060,000.00**	**$92,601,914**	**11.49**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the projected fiscal year 2011-12 Special Tax levy. Special Taxes are not expected to be levied on Undeveloped Property.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

TABLE 4B
CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE
ASSESSED VALUE-TO-LIEN RATIO
ALL TAXABLE PROPERTY
BASED ON FISCAL YEAR 2011-12 MAXIMUM SPECIAL TAX

Building No.[1]	*APN*	*Current Acres*	*Current Taxable Land Area (in square feet)*	*Estimated Total Share of Bonds*[2]*	*Estimated Fiscal Year 2010-11 Assessed Value*[3]	*Estimated Assessed Value-to-Lien Ratio**
Building No. 1	297-170-064	4.25	185,130	$ 265,810.47	$ 572,968	2.16
Building No. 2	297-170-065	4.54	197,762	283,947.55	612,065	2.16
Building No. 3	297-170-005	8.73	380,279	546,006.26	2,907,284	5.32
Building No. 3	297-170-066	8.78	382,457	549,133.44	1,183,687	2.16
Building No. 4	297-170-067	32.85	1,430,946	2,054,558.57	42,703,833	20.78
Building No. 5	297-170-068	8.76	381,586	547,882.86	11,409,126	20.82
Building No. 6	297-170-069	24.37	1,061,557	1,524,188.21	31,452,056	20.64
Building No. 7	297-170-078	6.71	292,288	419,668.40	904,618	2.16
Building No. 9	297-170-072	5.87	255,697	367,130.88	7,036,899	19.17
Building No. 10	297-170-075	8.80	383,328	550,384.03	1,117,585	2.03
Building No. 10	297-170-076	7.65	333,234	478,458.84	972,362	2.03
Building No. 11	297-170-027	7.56	329,314	472,830.49	954,683	2.02
Totals:		**128.87**	**5,613,578**	**$8,060,000.00**	**$101,827,166**	**12.63**

* *Preliminary, subject to change.*
(1) Excludes the USPS Parcels, for which Special Taxes have been prepaid.
(2) Allocation of the Bonds based on the fiscal year 2011-12 Maximum Special Tax. However, as shown in Table 4A above, Special Taxes are not expected to be levied on Undeveloped Property in fiscal year 2011-12. See Table 4A above for the allocation of Bonds to the Developed Property within the District based on the projected fiscal year 2011-12 Special Tax levy. May not add up due to rounding.
(3) Since the Developer owns all of the taxable property within the District, if the Developer were to become delinquent in the payment of all its Special Taxes, and all the taxable property were sold at or near the same time, the assessed values of the individual parcels may overstate such parcels' value sold in bulk, and the bulk sales value of the taxable property within the District may more accurately reflect such parcels' true value. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Appraisal" and APPENDIX B — "Appraisal Report" for more information regarding the methodology utilized by the Appraiser.
Source: Special Tax Consultant.

Aerial Photo of District

Below is an aerial photo of the District.

[INSERT AERIAL PHOTO]

THE DEVELOPMENT AND PROPERTY OWNERSHIP

Except for the information under the subcaptions "— Appraisal" and "— Market Absorption Study," the Developer has provided the information in this section.

The information herein regarding ownership of property in the District has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the existing owner of all of the property within the District should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of such property owner. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time.

No assurance can be given that the proposed development within the District will occur as described below. Actual construction of improvements is as described below under the captions "—The Development Plan" and "—Infrastructure Requirements and Construction Status." No assurance can be given that development of the land within the District will continue to completion, or that it will occur in a timely manner or in the configuration or intensity described herein, or that the Developer will retain ownership of any of the land within the District. However, the Bonds have been sized to produce at least 110% debt service coverage from property within the District with completed buildings, as described herein.

The Bonds and the Special Taxes are not personal obligations of any landowners and, in the event that a landowner defaults in the payment of the Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any landowner other than the property upon which the Special Tax is levied. The Bonds are secured solely by the Special Taxes and other amounts pledged under the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

General Description and Location of the District

The City encompasses approximately 49 square miles of land area in western Riverside County. The City is immediately east of the City of Riverside, approximately 66 miles east of the City of Los Angeles, approximately 48 miles northeast of the City of Irvine and approximately 100 miles north of the City of San Diego. Geographically, the City is bordered by three low-lying mountain ranges, the March Air Reserve Base and Lake Perris State Park. The City is situated at the junction of two major highways, California State Highway 60 (the Moreno Valley Freeway) and Interstate 215.

The District consists of approximately 162 gross acres, of which approximately 128.87 acres are expected to be net developable (excluding the USPS Parcels located on approximately 12.40 acres for which Special Taxes have been prepaid). The District is located in the City, roughly bounded by Alessandro Boulevard to the north, Cactus Avenue to the south, Frederick Street to the west and Heacock Street to the east. The District consists of the Centerpointe Business Park, which, as of December 31, 2010, consists of 1,621,987 square feet of completed industrial and warehouse/distribution space located on approximately 71.85 acres and approximately 57.02 acres of undeveloped finished lots planned to be developed into approximately 1,188,295 square feet of industrial and warehouse/distribution uses. Due to current economic conditions, the Developer does not have a current time line for the completion of development of the undeveloped, finished lots within the District. When the Developer determines that market conditions warrant speculative development or a build-to-suit lease or build/purchase opportunity arises, then the Developer will consider moving forward with the construction of one or more of the buildings planned for the undeveloped, finished lots within the District.

All of the public infrastructure for the development of the District has been completed. The Bond proceeds will be used to reimburse the Developer for a portion of the public infrastructure benefiting the industrial and warehouse/distribution uses within the District. See Table 1.

The Developer

The developer of Centerpointe Business Park is Ridge Moreno Valley, LLC, a Delaware limited liability company (the "Ridge Moreno Valley"), and Ridge Moreno Valley II, LLC, a Delaware limited liability company (the "Ridge Moreno Valley II," and, together with Ridge Moreno Valley, the "Developer"). Ridge Moreno Valley and Ridge Moreno Valley II are both single member LLCs, the sole member of each such LLC is Ridge 191, LLC, a Delaware limited liability company. The members of Ridge 191, LLC are Ridge HMAN Investors, LLC, a Delaware limited liability company ("Ridge HMAN"), and HVP Egdir Investments, LLC, a Delaware limited liability company. The sole member of Ridge HMAN Investors, LLC is Ridge Property Trust, a Maryland real estate investment trust ("Ridge").

The sole member of HVP Egdir Investments, LLC is Heitman Value Partners LLC ("Heitman"). Heitman is a multi-national real estate investment management firm with approximately $21.3 billion in assets under management. Heitman focuses on three areas of real estate (1) direct investments in real estate, both in the U.S. and Europe, (2) investments in publicly traded securities, REITs, REOCs and other real estate companies in the U.S., Europe and Asia and (3) origination and servicing of debt secured by real estate. Heitman offers investment products and services within each of these disciplines. Heitman's 240 employees own 50% of the firm. Heitman is headquartered in Chicago, with offices in Los Angeles, Minneapolis, London, Frankfurt, Luxembourg, Warsaw, Tokyo and Russia. Under the operating agreement for Ridge 191, LLC, Ridge HMAN is the managing member, owning a 20% membership interest and Heitman is an investment member, owning an 80% membership interest.

Ridge is a privately held real estate investment trust with ongoing industrial development in the United States and Mexico. Ridge is based in Chicago, Illinois and has regional offices across the United States and Mexico. Ridge is a provider of industrial real estate services and is partnered with Prudential Real Estate Investors, the real estate investment management business of Prudential Financial. Ridge offers a full-service platform of services including acquisition and development of greenfield sites, investment in value-enhancing projects and brownfield redevelopment, in-house property management and corporate build-to-suit solutions. As of December 31, 2010, Ridge had more than 9.2 million square feet of industrial space completed and nearly 30 million square feet under development.

Ridge Moreno Valley II was formed in 2007 to develop, own and operate Building 6 in Phase I of the Development. Ridge 191, LLC is the sole member of Ridge Moreno Valley II.

The Development Plan

The Developer owns all of the taxable property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) and pursuant to the Developer's current business plan, anticipates maintaining ownership of the property within the District for the foreseeable future and leasing such property to various industrial tenants.

Centerpointe Business Park is being developed in four phases, which will consist of eleven buildings (excluding the USPS Parcels for which Special Taxes have been prepaid).

Phase I consists of one parcel (Building 6 on the Site Map) totaling approximately 24.37 net acres, on which there has been constructed a warehouse/distribution facility totaling approximately 532,926 square feet of space. This building has been constructed and is currently leased to Minka Lighting.

Phase II consists of three parcels totaling approximately 47.48 net acres consisting of three completed buildings for light industrial and warehouse/distribution uses. Phase II has been completed and contains approximately 1,089,061 square feet of space for light industrial and warehouse/distribution uses. One warehouse/distribution facility (Building 9 on the Site Map) totaling approximately 130,002 square feet of space for light industrial and warehouse/distribution uses is currently leased to ResMed. One warehouse/distribution facility (Building 5 on the Site Map) totaling approximately 180,043 square feet of space for light industrial and warehouse/distribution uses is currently leased to Frazee Industries. One warehouse/distribution facility (Building 4 on the Site Map) totaling approximately 779,016 square feet of space for light industrial and warehouse/distribution uses is currently leased to Harbor Freight Tools. The USPS building (Building 8) was also constructed during Phase II.

Phase III consists of five parcels of undeveloped finished lots for development totaling approximately 33.01 net acres. The Developer expects Phase III to contain approximately 678,762 square feet of space. The Developer anticipates starting construction on Phase III as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III at this time. None of the property in Phase III is currently developed and leased. However, one undeveloped parcel in Phase III is being leased to Harbor Freight Tools for trailer storage.

Phase IV consists of three parcels of undeveloped finished lots totaling approximately 24.01 net acres. The Developer expects Phase IV to contain approximately 509,533 square feet of space. The Developer anticipates starting construction on Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase IV at this time. None of the property in Phase IV is currently leased.

The Developer plans to lease the property within the District (other than the USPS Parcels for which Special Taxes have been prepaid) to various tenants and hold the property for investment. The leases vary as to term of lease, pricing, and other business terms. As of December 31, 2010, the Developer had signed leases totaling approximately 1,621,987 square feet in Phase I and Phase II of the Development within the District, consisting of 100% of the available space within the completed buildings in Phase I and Phase II (including the approximately 30,000 square feet of the Frazee lease under which the Developer will not receive lease payments for the first 36 months of that lease). Phases III and IV are not currently under construction and none of the space within Phases III and IV has been leased.

Table 5 below describes the current leasing status and tenant information as of December 31, 2010. Please see the Site Map of the District on the following page for a description of the Centerpointe Business Park project and the general locations of the development phases shown on Table 6.

[INSERT SITE MAP]

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY
SUMMARY OF LEASING/TENANT STATUS
(As of December 31, 2010)

Tenant	*Building No.*	*Use*	*Building Size (in Square Feet)*	*Building Completion Date*	*Initial Lease Term (in Years)*	*Option*	*Initial Rent Start Date*	*Status*
Phase I								
Minka Lighting	6	Warehouse/Distribution	532,926		7 years, 4 months	1 five year option.	2/1/2007	Lease executed, 100% leased out
Total Leased	**Phase I**		532,926					
Total Available	**Phase I**		0					
Phase II[1]								
Harbor Freight Tools	4	Warehouse/Distribution	779,016		127 months	2 five year options.	6/1/2011	Lease executed, 100% leased out
Frazee Industries	5	Warehouse/Distribution	180,043		120 months	2 five year options.	4/16/2010	Lease executed, 100% leased out[3]
ResMed	9	Warehouse/Distribution	130,002		Extended to October 20, 2014	2 three year options.	7/22/2008, amended November 19, 2010	Lease executed, 100% leased out
Total Leased	**Phase II**		1,089,061					
Total Available	**Phase II**		0					
Phase III								
	1	Warehouse/Distribution	80,862					Construction TBD[2]
	2	Warehouse/Distribution	106,702					Construction TBD[2]
	3	Warehouse/Distribution	391,231					Construction TBD[2]
	7A	Warehouse/Distribution	49,994					Construction TBD[2]
	7B	Warehouse/Distribution	49,973					Construction TBD[2]
Total Leased	**Phase III**		0					
Total Available	**Phase III**		678,762					
Phase IV								
	10	Warehouse/Distribution	353,869					Construction TBD[2]
	11	Business Park/Office	155,664					Construction TBD[2]
Total Leased	**Phase IV**		0					
Total Available	**Phase IV**		509,533					
TOTAL SQ. FT.[1]			2,810,282					
TOTAL SQ. FT. LEASED			1,621,987					

[1] Excludes the USPS Parcels for which all of the Special Taxes have been prepaid and discharged in full.
[2] The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. None of the property in Phase III and Phase IV is currently leased.
[3] The Developer will not receive lease payments with respect to approximately 30,000 square feet of the Frazee lease for the first 36 months of that lease.
Source: Developer.

Infrastructure Requirements and Construction Status

The facilities to be funded by the District are generally offsite public infrastructure improvements. These improvements include streets, street lights, traffic signals, median landscaping, drainage improvements, electric utilities and appurtenant facilities required for the orderly development of the property within the District. The Developer has completed buildings 4, 5, 6, 8 and 9 consisting of 1,621,987 square feet of space (excluding Building 8) and all the associated off-site infrastructure improvements for the entire project, including the undeveloped parcels within the District. There are eight remaining parcels for development that are expected to have 1,188,295 square feet of space for light industrial uses.

As of December 31, 2010, all public improvements necessary to complete the Development within the District, including all public improvements to be funded with Bond proceeds, are complete.

Developer's Financing Plan

The Developer has completed Phase I and Phase II of the construction within the District, including all the associated off-site infrastructure improvements for the entire project. Phase I and Phase II are currently 100% leased out. See Table 5.

In order to complete Phase I and Phase II within the District, the Developer obtained a construction loan from Bank of America, N.A., a national banking association (as the successor by merger to LaSalle Bank, the original lending institution to the Developer), and participating lenders (collectively, the "Construction Lender"), pursuant to a Construction Loan Agreement dated as of June 6, 2006 and amended by eight amendments to the Construction Loan Agreement (as amended, the "Construction Loan Agreement").

Additionally, the Developer refinanced a portion of the development within the District by obtaining permanent financing for Building 6 (the "Minka Building") through a loan from the Fireman's Fund Insurance Company, a California corporation, that matures on May 10, 2012 in the amount of $24.6 million of which $24,070,444 was outstanding as of August 31, 2010.

The original Construction Loan Agreement with the Construction Lender covered site improvements and buildings costs for buildings 4, 5, 6, 8 and 9, site improvements associated with buildings 1, 2, 3 and 7 (onsite improvements and vertical construction to be financed from another source), and site improvements associated with 24.01 acres in Phase IV (onsite improvements and vertical construction to be financed with another source). Building 8 and an adjoining parking lot parcel (collectively, the USPS Parcels, located on approximately 12.40 acres) was sold to the USPS, and in connection with that sale all Special Taxes for that parcel were prepaid and discharged in full. However, after obtaining permanent financing for the Minka Building, the Minka Building was released from the Construction Loan Agreement. The Construction Loan Agreement currently matures on January 8, 2012.

Based on the current leasing status within the District, the Developer expects to operate the development and repay all of its outstanding indebtedness in a timely manner. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing for Phase III and Phase IV in an approximate amount of not less than $41.6 million. There can be no assurance that the Developer will have timely access to additional sources of funds which will be necessary to complete (or even begin) Phase III and Phase IV within the District. However, the Bonds have been sized so that the Maximum Annual Special Tax for Assessor's Parcels categorized as Developed Property as of December 31, 2010, which includes only Developed Property with completed buildings, produces at least 110% of Maximum Annual Debt Service on all Outstanding Bonds. See "THE COMMUNITY FACILITIES DISTRICT — Coverage from Developed Property."

Status of Land Use Approvals

The Developer recorded Parcel Map No. 32326, August 15, 2006. Parcel Map No. 32326 lies within the District and comprises 9 parcels all of which have received Site Development Plan approval and are entitled as such, with the exception of Parcel 7, which presently has a plan submittal pending. Parcel 3 has been revised to include the adjoining property (referred to as parcel 3a) and therefore will need entitlements for that plan. This revision to Parcel 3 has required Tentative Parcel Map 35838 to merge the property and has been submitted along with the site plan. The parcels immediately abutting Joy Street (referred to as Building 10) have the same requirements as Parcel 3 and 3a and may be merged under Tentative Parcel Map 35837 which is currently being reviewed and considered by the City, pending further action by the Developer. The northeast corner of Cactus Avenue and Frederick Street has not been master planned as of this date. Various conditions remain for the approval of the final parcel maps regarding Parcel 3, 3a and the parcels relating to Building 10. Both Parcels 3 and 3a and Building 10 are currently zoned Light Industrial (LI). Parcel 11 is zoned Business Park (BP). It is the Developer's current intention to have Parcel 7 re-zoned to Light Industrial (LI).

Appraisal

The following information regarding ownership of property in the District included in the Appraisal has been included because it is considered relevant to an informed evaluation of the Bonds. The inclusion in this Official Statement of information related to the Developer should not be construed to suggest that the Bonds, or the Special Taxes that will be used to pay the Bonds, are recourse obligations of the Developer or future property owners within the District. A property owner may sell or otherwise dispose of land within the District or a development or any interest therein at any time. Development may also be abandoned at any time.

To arrive at the value of the property within the District and subject to the Special Taxes, for its highest and best use (as defined in the Appraisal), the Appraiser utilized the sales comparison approach, the cost approach, income capitalization approach and a discounted cash flow analysis. Based on the foregoing, and based on other qualifications stated in the Appraisal, the Appraiser concluded that the bulk sales value of the fee simple interest for the property within the District and subject to the Special Taxes, as of December 31, 2010, is $65,500,000, which includes a bulk sales value for the improved property within the District of $58,000,000 and a bulk sales value for the unimproved property within the District of $7,500,000. This value is based upon a number of assumptions and limiting conditions contained in the Appraisal as set forth in APPENDIX B. See APPENDIX B — "APPRAISAL REPORT" herein.

The Appraisal contains the bulk sales value of the taxable property within the District, as opposed to the market value of the individual parcels of taxable property, because the Developer currently owns all of the taxable property within the District. The bulk sales value is the appropriate value when appraising a portfolio of properties owned by a single owner or related owners like, for example, all of the taxable property within the District. The Appraiser did not determine the market value of individual parcels. Apportioning a value on a pro rata basis to a single building within the District based only on the bulk sales value will in most cases understate the lone building's individual market value (known as its "retail value"), since there is an economies-of-scale discount built into the value of the bulk that would not be contained in the value of the single component building. In this case, the sum is worth less than the piecemeal value of its parts if they are considered individually. Conversely, the sum of the individual retail values in a portfolio of properties, if simply added up, will in most cases overstate the true value of the bulk. In the opinion of the Appraiser, the value of the discrete parts of the taxable property within the District is likely more than the value of the taxable property within the District as a whole.

No assurance can be given that the assumptions made by the Appraiser will, in fact, be realized, and, as a result, no assurance can be given that the property within the District could be sold at the appraised values included in the Appraisal. See APPENDIX B — "APPRAISAL REPORT" herein.

Market Absorption Study

A Market Absorption Study for the District has been prepared by the Market Absorption Consultant, Empire Economics, Inc., Capistrano Beach, California. The Market Absorption Study is included herein as APPENDIX H. For purposes of the Market Absorption Study, the term "absorption" is utilized to represent a building that is fully constructed and occupied by final-users/tenants. The Market Absorption Consultant has estimated, based upon the analysis of relevant demographic and economic conditions in the City, the number and proportion of leaseable space in the District that can be expected to be marketed annually using the estimated absorption schedules for each of the use types. The Market Absorption Study examines the two remaining phases of development (Phase I and Phase II having already been completed and fully leased) and provides a separate absorption schedule for each as follows:

Phase III. The approximately 33.0 net acres within Phase III are expected to have approximately 678,762 square feet of space for light industrial uses to be absorbed as follows: 5.0 acres in 2013, 15.0 acres in 2014 and the remaining 13.8 acres in 2015.

Phase IV. The approximately 24.0 net acres within Phase IV are expected to have 509,533 square feet of space for light industrial uses (estimated building space; one parcel is not yet entitled) are expected to be absorbed as follows: 6.2 acres in 2015 and the remaining 17.8 acres in 2016. The absorption of the light industrial and warehouse-distribution products in the District are expected to be absorbed at a rate of some 14.3 acres per year during the 2013 to 2016 time period on average. The absorption starts at a rate of 5 acres in 2013, rises to 15.0 acres in 2014, attains peak levels of 19.2 acres in 2015, and then diminishes, as various parcels build-out, with the final 17.8 acres being absorbed in 2016. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

Since there is not any current construction activity, and the Developer does not presently have any definitive plans for commencing new construction, the Market Absorption Consultant estimated the market-entry date for the undeveloped property within the District based upon the Market Absorption Consultant's expectations regarding future economic and industrial market conditions. The Developer may add or delete additional space in the future based on changes to the development plan at the time of construction.

The Market Absorption Study assumes that the Developer takes into consideration the relatively high level of Special Taxes for the properties in the District (approximately $8,381 per acre per year) in setting lease rates and/or sale prices so that the buildings/land are competitively priced in the marketplace. The Market Absorption Study is also based upon the assumption that lease rates and/or sales prices are competitive in the marketplace; otherwise the time required for absorption would be substantially longer. The Market Absorption Study assumes that all required governmental approvals will be obtained, that there are no physical impediments to construction such as earthquakes and hazardous waste, that the public infrastructure necessary to develop will be provided in a timely manner, that the Developer will respond to market conditions with products that are competitively priced and have the features and amenities desired by purchasers, that the Developer and its lenders have sufficient financial strength to fund adequately the projects and that they have sufficient cash flow reserves to supplement their cash flow positions in the event that adverse economic or market conditions occur. The actual absorption of units could be adversely affected if one or more of the foregoing assumptions is not realized. See APPENDIX H—"MARKET ABSORPTION STUDY" herein.

History of Property Tax Payments; Loan Defaults; Litigation; Bankruptcy

The Developer represents that neither the Developer nor any of its affiliates has ever been delinquent or defaulted in the payment of any *ad valorem* property tax, special assessment or special taxes included within the boundaries of (i) one of its developments, (ii) a community facilities district, or (iii) an assessment district, and that it is not currently in default of payment of any taxes or assessments on its property in the District. The Developer further represents neither the Developer nor any of its affiliates is in payment default on any loans,

lines of credit or other obligation to repay borrowed money related to the development in the District, which payment default would in any way materially and adversely affect its ability to develop its property in the District or pay Special Taxes when due.

The Developer also represents that there is no litigation pending against the Developer or any of its affiliates (based on proper service of process having been accomplished) or, to its actual knowledge, threatened against the Developer or any of its affiliates, which if successful, would materially adversely affect the Developer's ability to complete its projects within the District within the budget and timeframe described herein or to pay the Special Taxes or ad valorem tax obligations on the parcels that the Developer or any of its affiliates owns within the District prior to delinquency.

The Developer also represents that no proceedings are pending (based upon service of process being accomplished) or, to the Developer's actual knowledge, threatened, in which the Developer or any of its affiliates may be adjudicated as bankrupt or discharged from any and all or its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts, and there are no current plans for the Developer or any of its affiliates to file for bankruptcy.

Unless and until ownership within the District is diversified, the receipt of all of the Special Taxes is dependent on the willingness and the ability of the Developer, or its successors, to pay the Special Taxes prior to delinquency. See "SPECIAL RISK FACTORS — Concentration of Ownership" herein.

SPECIAL RISK FACTORS

The purchase of the Bonds involves a high degree of investment risk and, therefore, the Bonds are not appropriate investments for many types of investors. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Land Values" and "— Limited Secondary Market" below.

Concentration of Ownership

All of the taxable land within the District is owned by the Developer. The Developer, pursuant to its current business plan, intends to maintain ownership of the project indefinitely. Accordingly, the Developer is responsible for 100% of the Special Tax Levy. The lack of diversity in the obligation to pay Special Taxes represents a risk to Bondowners. The receipt of the Special Taxes is dependent on the willingness and the ability of the Developer to pay the Special Taxes when due and could be adversely affected by the Developer's inability to lease property within the District due to commercial downturns or high vacancy rates. The only significant asset of the Developer is its ownership interest in the Centerpointe Business Park project. Failure of the Developer, or any successor, to pay the annual Special Taxes when due could result in a default in payments of the principal of, and interest on, the Bonds, when due.

The willingness of the Developer, or any successor, to pay the Special Taxes will be dependent in large measure on the success of the Centerpointe Business Park project. No assurance can be made that the Developer, or its successors, will complete construction and development on the remaining undeveloped parcels within the District. See "—Failure to Develop Properties" below. No assurance can be given that the Developer and any future landowners within the District will continue to pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "—Bankruptcy and Foreclosure"

below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Fiscal Agent Agreement, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of the City's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Fiscal Agent Agreement.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property. However, the Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See Table 5A. See APPENDIX A — "RATE AND METHOD OF APPORTIONMENT," "SOURCES OF PAYMENT FOR THE BONDS — Rate and Method of Apportionment" and "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein.

If for any reason property within the District becomes exempt public property, including, but not limited to, schools, streets, parks, storm drainage facilities, urban runoff facilities and fire and police stations, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within the District. This would result in the owners or tenants of such property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners or tenants of such property to pay the Special Tax when due.

Moreover, if a substantial portion of land within the District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Tax which could be levied upon the remaining property within the District might not be sufficient to pay principal of and interest on the Bonds when due and a default could occur with respect to the payment of such principal and interest.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, floods or other natural disasters. The District is not located within an Alquist Priolo earthquake fault zone. However, the District, like most of Southern California, is located in a seismically active area. Seismic activity from faults represents potential risk for damage to buildings, roads, bridges and property within the District in the event of an earthquake. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event.

With respect to the proposed commercial/industrial development, the "Geotechnical Investigation – Centerpointe Business Park – Graham Street and Cactus Avenue" dated August 15, 2005, the "Geotechnical Investigation – Centerpointe Business Park; Buildings A through D – NEC Frederick Street and Cactus Avenue" dated June 21, 2006 and "Addendum to Geotechnical Investigation – Graham Street and Brodiaea Avenue" dated June 21, 2006 prepared by Southern California Geotechnical Inc. provided recommendations to be taken into the design, construction and grading considerations and Grading Guide Specifications to be

incorporated into project specifications. All three reports concluded that the proposed development was considered feasible from a geotechnical standpoint.

The "Final Compaction Report, Centerpointe Business Park Phase 2: Building 5" prepared by Southern California Geotechnical, dated July 27, 2007, concluded that the fill soils observed in the footing excavations were expected to provide adequate support for the new structure and their observations and testing of the identified utility trenches, pavement subgrades, and pavement base course indicated that these areas, where tested by personnel were suitably prepared and grading activities were conducted in accordance with recommendations presented in the original geotechnical report and local building codes. This report also concluded that new pavement subgrades were expected to provide adequate support for the new pavement sections and the anticipated traffic loads.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, the Developer or future property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

The District has a Zone X FEMA designation per community panel number 060574002513. Zone X is the flood insurance rate zone that corresponds to areas outside the 1% annual chance of flood plain (areas of 1% annual chance of sheet flow flooding where average depths are less than one foot, areas of 1% annual chance of stream flooding where the contributing drainage area is less than one square mile, or areas protected from the 1% annual chance of flood by levels). No base flood elevations or depths are shown within Zone X. Flood insurance is not required.

Hazardous Substances

The value of a parcel may be substantially reduced due to the presence of a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The Developer is not aware of any hazardous substances located within the District.

Parity Taxes, Special Assessments and Land Development Costs

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Taxes have priority over all existing and future private liens imposed on the property, except for liens or security interests held by the Federal Deposit Insurance Corporation or other federal agencies. See the subcaption "—Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax even if the value of the parcel is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The City has caused a notice of the Special Tax lien to be recorded in the Office of the Recorder for the County against each parcel. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments.

See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales," for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Fiscal Agent Agreement, in the event of delinquencies in the payment of Special Taxes. See "—Bankruptcy and Foreclosure" below, for a discussion of the policy of the Federal Deposit Insurance

Corporation regarding the payment of special taxes and assessments and limitations on the City's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

Non-Cash Payments of Special Taxes

Under the Act, the City Council may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in payment of Special Taxes, the Fiscal Agent Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a report of an Independent Financial Consultant certifying that doing so would not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on all Outstanding Bonds when due.

Payment of the Special Tax is not a Personal Obligation of the Owners

An owner of a taxable parcel is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Tax, the City has no recourse against the owner.

Land Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If an owner of taxable property in the District is delinquent in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, floods or military or terrorist activities, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See the subcaption "THE COMMUNITY FACILITIES DISTRICT—Estimated Appraised Value-to-Lien Ratio" herein.

The Appraiser has estimated, on the basis of certain definitions, assumptions and limiting conditions contained in the Appraisal, that as of December 31, 2010 the bulk sales value of the land and buildings within the District was $65,500,000.

The Appraisal is based on the assumptions as stated in APPENDIX C—"APPRAISAL REPORT." The Appraisal does not reflect any possible negative impact which could occur by reason of future slow or no growth voter initiatives, any potential limitations on development occurring due to time delays, an inability of the Developer to obtain any needed development approval or permit, the presence of hazardous substances within the District, the listing of endangered species or the determination that habitat for endangered or threatened species exists within the District, or other similar situations.

Prospective purchasers of the Bonds should not assume that the land within the District could be sold for the appraised amounts described above at a foreclosure sale for delinquent Special Taxes. In arriving at the estimates of value, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See the Appraisal

Summary included as APPENDIX C for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser.

No assurance can be given that, should a parcel with delinquent Special Taxes be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such property or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein.

Failure to Develop Properties

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bondowners should it be necessary for the City to foreclose on the property due to the nonpayment of Special Taxes. The failure to complete the development in the District as planned, or substantial delays in the completion of the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The Bonds have been sized to produce at least 110% debt service coverage from Developed Property within the District which all have completed buildings, as described herein. See "THE DEVELOPMENT AND PROPERTY OWNERSHIP" herein. However, if Special Taxes on the property within the District currently classified as Developed Property is insufficient to pay debt service on the Bonds, the District would levy Special Taxes next on Undeveloped Property within the District. No assurance can be given that the development within the District will be fully completed. The Developer anticipates starting construction on Phase III and Phase IV as market conditions warrant. Based on current market conditions, the Developer does not have a time frame for the development of Phase III and Phase IV at this time. The completion of the development of Phase III and Phase IV would require the Developer to obtain additional financing. See the subcaption "THE DEVELOPMENT AND PROPERTY OWNERSHIP—Estimated Sources and Uses of Funds and Projected Cash Flow."

The construction of the remaining development within the District is subject to the receipt of ministerial and discretionary approvals from a number of public agencies concerning the layout and design of the remaining development in Phase III and Phase IV of the development within the District, the nature and extent of the improvements, land use, health and safety requirements and other matters. The failure to obtain any such approval could adversely affect the remaining planned land development within the District. Moreover, there can be no assurance that remaining land development operations within the District will not be adversely affected by future governmental policies, including, but not limited to, governmental policies to restrict or control development.

Under current California law, it is generally accepted that proposed development is not exempt from future land use regulations until building permits have been properly issued and substantial work has been performed and substantial liabilities have been incurred in good faith reliance on such permits.

In the past, a number of communities in Southern California have placed on the ballot initiative measures intended to control the rate of future development. It is possible that future initiatives could be enacted, could become applicable to the remaining development within the District, and could negatively impact the ability of the current landowners or their successors to complete the remaining development. The application of future land use regulations to the remaining development could cause significant delays and cost increases in the completion of the development and could cause the land values on the undeveloped property within the District to decrease substantially from those estimated by the Appraiser.

There can be no assurance that remaining land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, the direct and indirect consequences of military and/or terrorist activities in this country or abroad, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the Developer to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Bondowners should assume that any event that significantly impacts the ability to develop land in the District would cause the property values within the District to decrease substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of taxable property within the District to pay the Special Taxes when due.

Endangered Species

During the last several years, there has been an increase in activity at the State and federal level related to the possible listing of certain plant and animal species found in the Southern California area as endangered species. An increase in the number of endangered species is expected to curtail development in a number of areas. The Developer is not aware of the existence of any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed or has proposed for listing on the endangered species list located within the District. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. Any action by the State or federal governments to protect species located on or adjacent to the property within the District could negatively impact the ability of an owner of the undeveloped land within the District, to complete the remaining development planned within the District. This, in turn, could reduce the likelihood of timely payment of the Special Taxes and would likely reduce the value of the land estimated by the Appraiser and the potential revenues available at a foreclosure sale for delinquent Special Taxes. See "—Failure to Develop Properties" and "—Land Values" below.

FDIC/Federal Government Interests in Properties

The ability of the City to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the FDIC, or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than ad valorem taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-ad valorem taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy

Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of the Special Taxes."

The City's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Bankruptcy and Foreclosure

Bankruptcy, insolvency and other laws generally affecting creditor's rights could adversely impact the interests of owners of the Bonds in at least two ways. First, the payment of property owners' taxes and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See the subcaption "SOURCES OF PAYMENT FOR THE BONDS—Proceeds of Foreclosure Sales" herein. In addition, the prosecution of a

foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

Secondly, the Bankruptcy Code might prevent moneys on deposit in the Special Tax Fund and the Reserve Fund from being applied to pay interest on the Bonds and/or to redeem Bonds if bankruptcy proceedings were brought by or against the current landowner or its successors and if the court found that any of such landowners had an interest in such moneys within the meaning of Section 541(a)(1) of the Bankruptcy Code.

Although a bankruptcy proceeding would not cause the Special Taxes to become extinguished, the amount and priority of any Special Tax lien could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a property owner could result in a delay in procuring Superior Court foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Fiscal Agent Agreement.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption provisions of the Fiscal Agent Agreement.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the City and the Developer have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. See the caption "CONTINUING DISCLOSURE" herein. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Proposition 218

An initiative measure entitled the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIIIC states that "... the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the Rate and Method of Apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

It may be possible, however, for voters or the District or the City acting as the legislative body of the District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Therefore, no assurance can be given with respect to the levy of special taxes for Administrative Expenses. Nevertheless, the District has covenanted that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates on parcels of Developed Property within the District below the amounts which are necessary to provide the Special Tax Revenues in an amount equal to the estimated Administrative Expense on the then current Fiscal

Year plus an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Outstanding Bonds. The District also has covenanted that, in the event an initiative is adopted which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action in seeking to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

The interpretation and application of the Initiative will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "—Limitations on Remedies" herein.

Ballot Initiatives

Article XIII A, Article XIII B and Proposition 218 were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process. On March 6, 1995 in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of the landowners within the District to complete the remaining development. See the subcaption "SPECIAL RISK FACTORS—Failure to Develop Properties" herein.

CONTINUING DISCLOSURE

Pursuant to a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the City"), the City, for and on behalf of the District, has agreed to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org ("EMMA") for purposes of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain annual financial information and operating data concerning the District. The Annual Report to be filed by the City for and on behalf of the District is to be filed not later than April 1 of each year, beginning April 1, 2012 and is to include audited financial statements of the City. The requirement that the City file its audited financial statements as a part of the Annual Report has been included in the Continuing Disclosure Agreement of the City solely to satisfy the provisions of Rule 15c2-12. The inclusion of this information does not mean that the Bonds are secured by any resources or property of the City other than as described hereinabove. See the caption "SOURCES OF PAYMENT FOR THE BONDS" and the subcaption "SPECIAL RISK FACTORS—Limited Obligations" herein. The City represents that the City has complied in all material respects with each of its previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events. The full text of the Continuing Disclosure Agreement of the City is set forth in APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY."

To assist the Underwriter in complying with Rule 15c2-12(b)(5), the Developer will enter into a Continuing Disclosure Agreement with the Fiscal Agent, as dissemination agent (the "Continuing Disclosure Agreement of the Developer") covenanting prior to the termination of the Continuing Disclosure Agreement of the Developer to provide an Annual Report not later than March 1 of each year beginning March 1, 2012 and a Semiannual Report not later than September 1 of each year, commencing September 1, 2011. The Annual Reports provided by the Developer will contain audited financial statements and the additional financial and operating data outlined in Section 4 of the Continuing Disclosure Agreement of the Developer, a form of which is attached in APPENDIX E — "FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER." In addition to the information expressly required to be provided pursuant to the Continuing Disclosure Agreement of the Developer, the Developer is also required to provide such further information, if

any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading. The Developer has not previously entered into an undertaking with regard to Rule 15c2-12, but affiliates of the Developer have. The Developer represents that the affiliates of the Developer have complied in all material respects with each of their previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

The Continuing Disclosure Agreement of the Developer will inure solely to the benefit of the City, any Dissemination Agent, the Underwriter and owners or Beneficial Owners from time to time of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, San Diego, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum taxable liability of such corporations.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Fiscal Agent Agreement.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

LEGAL MATTERS

The legal opinion of Best Best & Krieger LLP, San Diego, California, approving the validity of the Bonds in substantially the form set forth as APPENDIX F hereto, will be made available to purchasers at the time of original delivery. A copy of the legal opinion for the Bonds will be provided with each definitive bond. Certain legal matters will be passed upon for the City and the District by the City Attorney and for the District by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"). Bond Counsel and Disclosure Counsel express no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds, and expressly disclaim any duty to advise the Owners of the Bonds as to matters related to the Official Statement.

LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds or the pledge of Special Taxes to repay the Bonds and a certificate of the City to that effect will be furnished to the Underwriter at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened which questions the existence of the District or the City or contests the authority of the City to levy and collect the Special Taxes or to issue and retire the Bonds.

NO RATING

The City has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

UNDERWRITING

The Bonds are being purchased by De La Rosa & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being $_____ aggregate principal amount thereof, less Underwriter's discount of $_____ and less original issue discount/plus original issue premium of $_____). The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in such purchase agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering price stated on the cover page hereof. The offering price may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter are contingent upon the issuance and delivery of the Bonds. A portion of the fees paid to the Financial Advisor, Bond Counsel and Disclosure Counsel is contingent upon the issuance and delivery of the Bonds. From time to time, Bond Counsel and Disclosure Counsel represent the Underwriter on matters unrelated to the Bonds.

PENDING LEGISLATION

The City is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the City to pay the principal of and interest on the Bonds when due.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations and summaries and explanations of the Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements and their provisions.

The execution and delivery of this Official Statement by the Financial and Administrative Services Director of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

CITY OF MORENO VALLEY FOR AND ON BEHALF OF COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

By:_____
Financial and Administrative Services Director

APPENDIX A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 4 – INFRASTRUCTURE OF THE CITY OF MORENO VALLEY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley ("CFD No. 4-I") and collected each Fiscal Year commencing in Fiscal Year 2010-11, in an amount determined by the City Council through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Taxable Property Owner Association Property," and "Taxable Public Property" as described below. All of the real property in CFD No. 4-I shall be taxed for the purposes, to the extent and in the manner herein provided, except property defined as Exempt Property and subject to Section E below.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 4-I: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 4-I or any designee thereof of complying with arbitrage rebate requirements including, but not limited to, any rebate obligation; the costs to the City, CFD No. 4-I or any designee thereof of complying with disclosure requirements of the City; and /or CFD No. 4-I associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 4-I or any designee thereof related to any appeal of the Special Tax; the costs associated with the release of funds from an escrow or appeals account, including appraisal costs; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 4-I for any other administrative purposes of CFD No. 4-I, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Annual Special Tax Requirement**" means that amount required in any Fiscal Year for CFD No. 4-I to pay the sum of: (i) debt service on all Outstanding Bonds; (ii) periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) Administrative Expenses; (iv) any amounts required to establish or replenish any reserve funds for all Bonds issued or to be issued by CFD No. 4-I; and (v) any amounts required for the acquisition or construction of facilities eligible under the Act, provided that the inclusion of such amount does not cause an increase in the levy of Special Taxes on Undeveloped Property. In arriving at the Annual Special Tax Requirement, the CFD Administrator shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year and shall give a credit for funds available to reduce the Special Tax levy.

"**Assessor's Parcel**" means a parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number (APN).

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Building Permit**" means a permit for new construction for a structure. For purposes of this definition, "Building Permit" shall not include permits for construction of perimeter fencing, parking lot, wet and dry utility improvements, screening, landscaping, site lighting, required site-related storm water improvements, or other such improvements not intended for occupancy, with the exception of a guard shack, or similar ancillary structure.

"**Bonds**" means any binding obligation including bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 4-I under the Act.

"**CFD Administrator**" means the Special Districts Division Manager of the City of Moreno Valley, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 4-I**" means Community Facilities District No. 4 – Infrastructure of the City of Moreno Valley.

"**City**" means the City of Moreno Valley.

"**City Council**" means the City Council of the City, acting as the legislative body of CFD No. 4-I.

"**County**" means the County of Riverside.

"**Developed Property**" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied.

"**Exempt Property**" means any property not subject to Special Tax as described under Section E, herein.

"**Final Map**" means a final map, parcel map, lot line adjustment, or other map approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots for which building permits may be issued.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Area**" means the square footage of land, excluding rights-of-way, as shown on the applicable Final Map or condominium map or if the square footage is not shown on said map, the square footage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the area is presented in acreage, then the square footage equals the acreage multiplied by 43,560 (square footage per acre). Exhibit 1, attached herein, provides an estimate of the taxable Land Area by Assessor's Parcel.

"**Maximum Annual Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on any Assessor's Parcel.

"**Outstanding Bonds**" means all Bonds that are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means, for each Fiscal Year, (i) any Assessor's Parcel within the boundaries of CFD No. 4-I for which the owner of record, as determined from the County Assessor's secured tax roll for the Fiscal Year in which the Special Tax is being levied, is a property owner's association, including any master or sub-association, or (ii) any property located in a Final Subdivision that was recorded as of the January 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street.

"**Proportionately**" means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, Assessor's Parcels that have been delinquent in paying their Special Taxes may be taxed disproportionately to cover the shortfall generated by their delinquency.

"**Public Property**" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 4-I that is (i) owned by, irrevocably offered or dedicated to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Annual Special Tax Requirement.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 4-I, which are not classified as Exempt Property from the Special Tax pursuant to law or Section E, herein, or for which the Special Tax obligation has been prepaid in full per Section G, herein.

"**Taxable Property Owner Association Property**" means Property Owner Association Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Taxable Public Property**" means Public Property that is subject to the levy of the Special Tax pursuant to Section E below.

"**Trustee**" means the trustee, fiscal agent, or paying agent under the Indenture.

"**Undeveloped Property**" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Property Owner Association Property, or Taxable Public Property.

B. CLASSIFICATION OF PROPERTIES

Each Fiscal Year, all Property within CFD No. 4-I shall be classified as Developed Property, Undeveloped Property, Taxable Property Owner Property Association, Taxable Public Property or Exempt Property and shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D.

C. SPECIAL TAX RATE

Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property shall be $0.1924 per square foot of Land Area for Fiscal Year 2010-11, and shall increase thereafter, commencing on July 1, 2011 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Tax for the previous Fiscal Year.

Once classified as Developed Property, a parcel may not be subsequently re-classified as Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2010-11 and for each following Fiscal Year, the City Council shall levy the Special Tax until the amount of Special Taxes levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Step 1 - The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Step 2 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the applicable Maximum Annual Special Tax for Undeveloped Property.

Step 3 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property Owner Association Property.

Step 4 - If additional monies are needed to satisfy the Annual Special Tax Requirement, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property.

E. EXEMPTIONS

Provided that no such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, the CFD Administrator shall classify as Exempt Property: (i) Public Property; and (ii) Property Owner Association Property. Such minimum square footage shall be subject to reduction by the CFD Administrator should the Special Tax obligation for an Assessor's Parcel be paid off in full or in part per Section G, herein.

The CFD Administrator shall classify property as Exempt Property in the chronological order that such property qualifies to be classified as such.

All or any portion of an Assessor's Parcel in CFD No. 4-I that is transferred to a public agency or property owner's association that reduces the square footage of the total Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, shall not be exempt from the Special Tax and shall instead require a prepayment of the Special Tax obligation for the excess portion of such Assessor's

Parcel pursuant to Section G below to eliminate the necessity of levying an annual Special Tax on such excess portion of such Assessor's Parcel. The full or partial prepayment of the Special Tax for such Assessor's Parcel shall occur prior to the transfer of the Assessor's Parcel to a public agency or property owner association.

In the event that the Special Tax obligation applicable to the excess portion of an Assessor's Parcel is not prepaid as specified in the preceding paragraph, Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Land Area of Taxable Property to less than 5,427,292 square feet, or the minimum square footage as reduced by the CFD Administrator as specified above in this Section E, will be classified as Taxable Public Property or Taxable Property Owner Association Property, as applicable, and will continue to be subject to Special Taxes accordingly. If the use of an Assessor's Parcel classified as Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be classified as Taxable Property.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 4-I may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to Section G, herein.

"**CFD Public Facilities**" means those public facilities authorized to be financed by CFD No. 4- I.

"**CFD Public Facilities Costs**" means either $12.5 million or such lower number as shall be determined either by (a) the CFD Administrator as sufficient to finance the CFD Public Facilities, or (b) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be secured by Special Taxes levied under this Amended and Restated Rate and Method of Apportionment.

"**Construction Fund**" means the fund as identified in the Indenture, which is used to disburse funds to pay the cost and acquisition of public improvements funded with the bond proceeds or Special Taxes.

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus: (a) the portion of the CFD Public Facilities Costs previously funded (i) from the proceeds of all previously issued Bonds, (ii) from interest earnings on the Construction Fund actually earned prior to the date of prepayment and (iii) directly from Special Tax revenues; and (b) the amount of the proceeds of all previously issued Bonds then on deposit in the Construction Fund.

"**Previously Issued Bonds**" means all Outstanding Bonds that have been issued prior to the date of the prepayment which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes.

Prepayment of a Special Tax in Part or in Full

The Special Tax obligation applicable to an Assessor's Parcel may be prepaid at any time and the obligation of such Assessor's Parcel to pay any Special Tax may be fully or partially satisfied as described herein. The CFD Administrator may charge a reasonable fee for calculation of the Prepayment Amount as defined below.

1. Prepayment in Full

The Maximum Annual Special Tax obligation may be prepaid and permanently satisfied for any Assessor's Parcel. The Maximum Annual Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Annual Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a reasonable fee for providing this figure.

The Prepayment Amount (defined below) shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. Compute the Maximum Annual Special Tax for the Assessor's Parcel to be prepaid.

3. Divide the Maximum Annual Special Tax computed pursuant to paragraph 2 by the sum of the total expected Maximum Annual Special Tax revenues that may be levied within CFD No. 4-I, excluding any Assessors Parcels for which the Maximum Annual Special Tax obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the principal amount of Outstanding Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium, if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").

6. If all the Bonds authorized to be issued have not been issued, compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be allocated to such Assessor's Parcel (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.

11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The administrative fees and expenses of CFD No. 4-I are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 4-I Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment; or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below 100% of the reserve fund requirement (as defined in the Indenture).

14. If any capitalized interest for the Previously Issued Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

15. The Maximum Annual Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").

16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13, and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited in the Construction Fund.

If the Prepayment Amount is insufficient to redeem Bonds in $5,000 increments, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Special Taxes, net of Administrative Expenses, that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.10 times the maximum annual debt service on all Outstanding Bonds.

Tenders of Bonds in prepayment of Special Taxes may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Maximum Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid. The amount of the prepayment shall be calculated as in Section G.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (PE \times F) + A$$

These terms have the following meaning:

PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section G.1, minus Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Annual Special Tax obligation.
A = the Prepayment Fees and Expenses pursuant to paragraph 12 of Section G.1.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Annual Special Tax obligation shall notify the CFD Administrator of: (i) such owner's intent to partially prepay the Maximum Annual Special Tax obligation, (ii) the percentage by which the Maximum Annual Special Tax obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if applicable. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the

Maximum Annual Special Tax obligation for an Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall: (i) distribute the funds remitted to it according to paragraph 16 of Section G.1, and (ii) indicate in the records of CFD No. 4-I that there has been a partial prepayment of the Maximum Annual Special Tax obligation and that a portion of the Maximum Annual Special Tax obligation equal to the outstanding percentage (1.00 - F) of the remaining Special Tax obligation shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section D.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied on each Assessor's Parcel of Developed Property, Taxable Property Owner Association Property and Taxable Public Property for a period not to exceed 40 years from the Fiscal Year in which the Special Tax is first levied on such Assessor's Parcel as Developed Property, Taxable Property Owner Association Property or Taxable Public Property. The Special Tax shall be levied on Undeveloped Property indefinitely or until such time that all debt service necessary to retire the Bonds is paid in full.

I. APPEALS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to CFD No. 4-I. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified.

The City Council may interpret this Amended and Restated Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

Exhibit 1

Taxable Property

Assessor's Parcel #	*Estimated Taxable Lot Area (Sq. Ft.)*
5	380,279
27	329,314
64	185,130
65	197,762
66	382,457
67	1,430,946
68	381,586
69	1,061,557
72	255,697
75	383,328
76	333,234
78	292,288
Total:	***5,613,578***

Exempt Property

Assessor's Parcel #	*Estimated Lot Area (Sq. Ft.)*
71	480,467
73	122,839
74	111,949
79	59,677
Total:	***774,932***

LEGEND

CFD Boundary

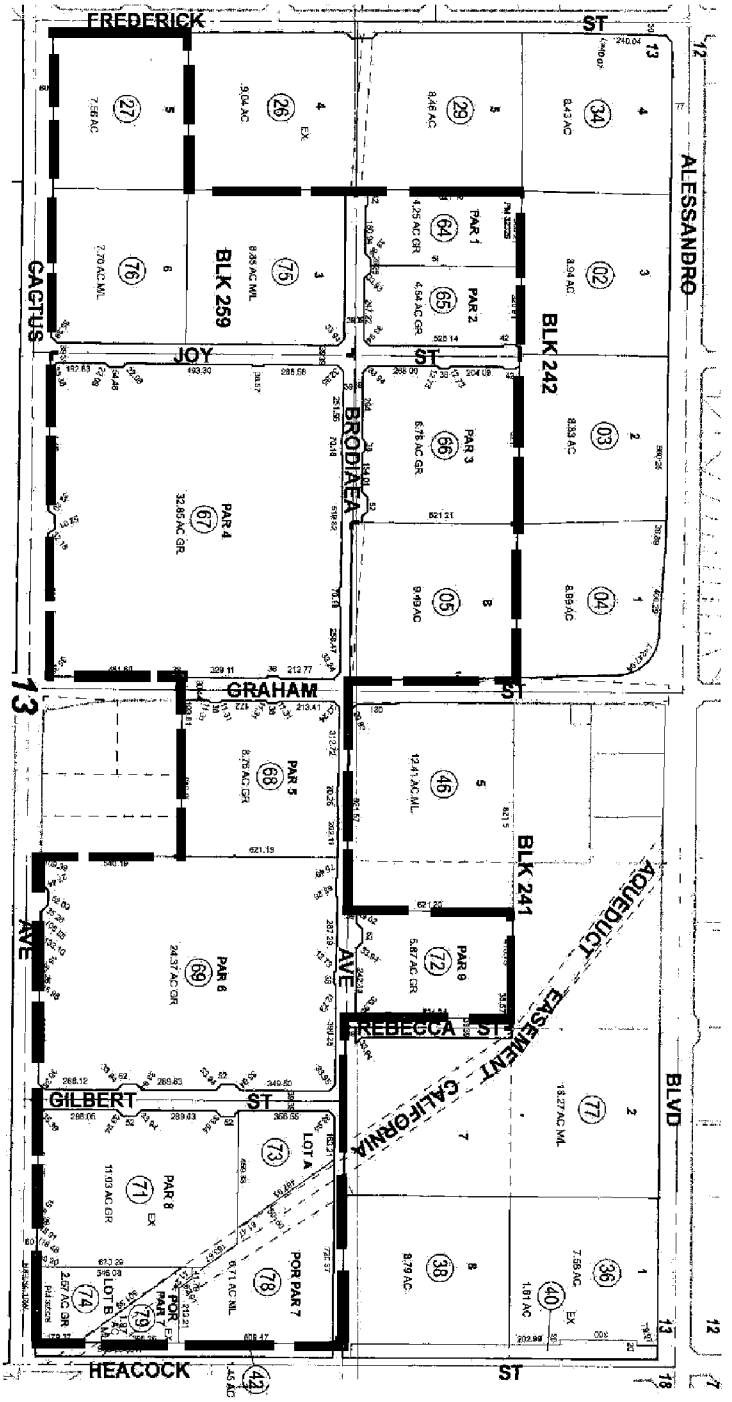

ASSESSOR'S PARCEL MAP 297-17

APPENDIX B

APPRAISAL REPORT

APPENDIX C

SUMMARY OF FISCAL AGENT AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required

or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f)

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's

corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2011 is executed and delivered by Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Landowner"), and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District") of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of April 1, 2011 by and between the District and Wells Fargo Bank, National Association as Fiscal Agent (the "Agreement").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Landowner for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Landowner agrees to provide the information required to be provided by the Landowner hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Underwriter or a nationally recognized bond counsel. This Disclosure Agreement does not address additional undertakings, if any, by or with respect to persons other than the Landowner who may be considered obligated persons for purposes of the Rule, which additional undertakings, if any, may be required for the Participating Underwriter to comply with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person's executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the District be deemed to be an Affiliate of the Landowner for purposes of this Agreement. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Annual Report" shall mean any Annual Report provided by the Landowner on or prior to March 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Development Plan" shall mean, with respect to the Landowner or a Successor, the specific improvements such Person intends to make, or cause to be made, to the portion of the Property owned by such Person in order for such portion of the Property to reach final buildout in Phases III and IV of the Property development as planned by the Landowner or Successor, the time frame in which such improvements are intended to be made and the estimated costs of such improvements. As of the date hereof, the development

plan for the Property owned by the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — The Development Plan."

"Disclosure Representative" shall mean the President or his designee acting on behalf of the Landowner, or such other officer or employee as the Landowner shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Landowner and which has filed with the Landowner and the City a written acceptance of such designation.

"District" shall mean Community Facilities District No. 4 – Infrastructure established by the City of Moreno Valley.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"Financing Plan" shall mean, with respect to the Landowner or a Successor, the method by which such Person intends to finance its Development Plan, including specific sources of funding for such Development Plan. As of the date hereof, the Financing Plan for the Landowner and its Affiliates is described in the Official Statement under the caption "THE DEVELOPMENT AND PROPERTY OWNERSHIP — Developer's Financing Plan."

"Fiscal Year" shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

"Government Authority" shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Landowner Improvements" shall mean those improvements listed on Table 1 of the Official Statement.

"Listed Event" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement, dated _____ __, 2011, relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Person" shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

"Property" shall mean the parcels within the boundaries of the Community Facilities District subject to Special Taxes.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Semiannual Report" shall mean any report to be provided by the Landowner on or prior to September 1 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"State" shall mean the State of California.

"Successor" shall mean any Person, other than the Landowner, who owns any portion of the Property.

SECTION 3. Provision of Annual Reports.

(a) The Landowner shall (or upon its receipt of the Annual Report the Dissemination Agent shall), not later than March 1 of each year, commencing March 1, 2012, provide to EMMA, the Participating Underwriter and the District an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Landowner may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Landowner shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than September 1 of each year, commencing September 1, 2011, provide to EMMA, the Participating Underwriter and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the dates specified in subsection (a) for providing the Annual Report and Semiannual Report to EMMA, the Landowner shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Landowner is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. The Landowner shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Landowner to determine if the Landowner is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to EMMA by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall file a report with the Landowner and the City certifying that the Annual Report or the Semiannual Report, as applicable, has been provided to EMMA pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Landowner's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Development Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, a description of the progress made in the implementation of the Development Plan of such Person since the date of such information and a description of any significant changes in such Development Plan and the causes or rationale for such changes.

(ii) If information regarding such Person has not previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, the Financing Plan of such Person; or, if information regarding such Person has previously been included in an Annual Report, a Semi-Annual Report or the Official Statement, an update to Table 6 and a description of any significant changes in the Financing Plan of such Person and the causes or rationale for such changes.

(iii) A description of any sales of all or any portion of such Person's Property and of any material leases of space within any of the buildings located on such Person's portion of the Property during the period covered by such Annual Report or Semi-Annual Report, including the identification of each buyer or lessee and the area that was sold or leased and the length of the applicable lease. (As used herein, "material lease" means a lease of more than 5,000 square feet.)

(iv) With respect to any portion of the Property owned by such Person and any of its Affiliates, a statement as to whether any taxes or assessment installments applicable to such portion of the Property are delinquent.

(v) A description of any change in the ownership structure of such Person and/or the financial condition of such Person or any of its Affiliates if such change in ownership structure and/or financial condition could materially interfere with such Person's ability to complete its Development Plan.

(vi) Any amendments to land use entitlements for any portion of the Property owned by such Person that could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(vii) Any precondition to commencement or continuation of development on any portion of the Property owned by such Person imposed by a governmental entity after the date of issuance of the Bonds which has not been previously disclosed and which could have a material adverse affect, or any change in the status of any such precondition that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, which could have a material adverse effect on such Person's most recently disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(viii) Any previously undisclosed legislative, administrative or judicial challenges to development on any portion of the Property owned by such Person, or any material change in the status of any such challenge that was previously disclosed in the Official Statement, an Annual Report or a Semi-Annual Report, that could have a material adverse effect on such Person's most recently

disclosed Financing Plan or Development Plan or on the ability of such Person, or any Affiliate of such Person, to pay installments of Special Taxes when due.

(ix) An update of the status of any previously reported Listed Event described in Section 5.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Landowner shall provide to the Dissemination Agent such other information as is available to the Landowner and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Landowner shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Landowner or any Affiliate;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Landowner or any Affiliate;

(iii) material default by the Landowner or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Landowner or any Affiliate on any loan secured by property within the District owned by the Landowner or any Affiliate;

(v) payment default by the Landowner or any Affiliate located in the United States on any loan of the Landowner or any Affiliate (whether or not such loan is secured by property within the District) which is beyond any applicable cure period in such loan and which may materially and adversely affect the Landowner's development within the District;

(vi) the filing of any proceedings with respect to the Landowner or any Affiliate, in which the Landowner or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts; and

(vii) the filing of any lawsuit against the Landowner or any of its Affiliates located in the United States which, in the reasonable judgment of the Landowner, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned by the Landowner or its Affiliates within the District, or litigation which if decided against the

Landowner, or any of its Affiliates, in the reasonable judgment of the Landowner, would materially adversely affect the financial condition of the Landowner or its Affiliates.

(viii) the assumption of any obligation by a Successor pursuant to Section 6 hereof.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Landowner shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the EMMA, with a copy to the City.

(d) The Landowner shall also give notice immediately upon the occurrence of any of the following events (to the extent the Landowner has actual knowledge thereof) in accordance with the procedures set forth in (c) above: (i) a sale or transfer of all or substantially all of the Landowner's assets, and (ii) a change in the identity of the managing member of the Landowner.

SECTION 6. Termination of Reporting Obligation. The Landowner's obligations hereunder shall terminate (except as provided in Section 12) upon the earlier to occur of (a) the legal defeasance, prior redemption or payment in full of all the Bonds or (b) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds. The Landowner's obligations hereunder shall terminate with respect to any portion of the Property on the date such obligations have been assumed by one or more Successors or Affiliates thereof pursuant to an Assumption Agreement. The Landowner's obligations under this Disclosure Agreement with respect to a Person that purchased Property from the Landowner shall terminate upon the earlier to occur of (i) the date on which the Landowner's obligations with respect to such Person are assumed under an Assumption Agreement entered into pursuant to Section 6 or (ii) the date on which all Special Taxes applicable to the portion of the Property owned by such Person and its Affiliates are prepaid in full; provided, however, until the occurrence of either of the events described in clauses (i) and (ii), the Landowner's obligations hereunder with respect to each Successor, if any, shall remain in full force and effect. Upon the occurrence of any such termination prior to the final maturity of the Bonds, the Landowner shall cause the Dissemination Agent to give notice of such termination in the same manner as for a Listed Event under Section 5(c). Notwithstanding the foregoing, the Landowner shall have no obligation to provide Semi-Annual Reports pursuant to Section 3 subsequent to the date on which it provides an Annual Report or a Semi-Annual Report which indicates that the then-applicable Development Plan for each portion of the Property has been fully implemented and such subsequent Annual Report shall be limited to the items listed under Section 4(iii), (iv), (v) and (ix) hereof.

SECTION 7. Dissemination Agent. The Landowner may from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Landowner, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Landowner pursuant to this Disclosure Agreement. The Dissemination Agent may resign (i) by providing thirty days written notice to the Landowner, the City, the Participating Underwriter and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Landowner may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the City, the Fiscal Agent and the Participating Underwriter, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Agreement for amendments to the Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Authority and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) the Landowner, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above to the City and the Participating Underwriter.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Landowner shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Landowner. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to EMMA; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Landowner chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Landowner acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Landowner, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Landowner under such laws.

SECTION 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the

Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Landowner to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Landowner agrees to indemnify, defend and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of theirs powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Landowner, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Landowner or an opinion of nationally recognized bond counsel. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

The Dissemination Agent will not, without the Landowner's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Landowner and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Landowner or if there is a final judgment (other than a stipulated final judgment without the approval of the Landowner) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Landowner, the Landowner agrees to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Landowner as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Landowner is an independent contractor and not an agent of the City.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14 . Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Landowner, the City, the Dissemination Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

"LANDOWNER"

Ridge Moreno Valley, LLC, a Delaware limited liability company doing business in California as Ridge Moreno Valley Property, LLC

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

and

Ridge Moreno Valley II, LLC, a Delaware limited liability company

By: Ridge 191, LLC, a Delaware limited liability company, its managing member

By: Ridge HMAN Investors, LLC, a Delaware limited liability company, its managing member

By: Ridge Property Trust, a Maryland real estate investment trust, its managing member

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that _____ has not provided an [Annual Report or Semiannual Report] with respect to the above-named Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Landowner anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[TO COME]

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter take any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX H

MARKET ABSORPTION STUDY

$_____
COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE
OF THE CITY OF MORENO VALLEY
2011 SPECIAL TAX BONDS

BOND PURCHASE AGREEMENT

_____, 2011

The City of Moreno Valley, on behalf of
Community Facilities District No. 4 – Infrastructure
of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc. (collectively, the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement with the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The Underwriter hereby acknowledges that it is duly authorized to execute this Bond Purchase Agreement and to take all action required or permitted to be taken hereunder by or on behalf of the Underwriter. Any authority, discretion or other power conferred upon the Underwriter by this Bond Purchase Agreement may be executed by the representative alone.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, on behalf of the District, and the City agrees to sell to the Underwriter, all (but not less than all) of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"). The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2011) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (representing the principal amount of the Bonds, less an Underwriter's discount of $_____, and [less net original issue discount] [plus net original issue premium] of $_____). The Bonds will have the maturities and bear interest at the rates set forth on

Exhibit A hereto. The Bonds will be subject to redemption as set forth in the Fiscal Agent Agreement (defined below). The Bonds will be issued in book-entry form only.

The Bonds shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, a Fiscal Agent Agreement, dated as of April 1, 2011, between the City, on behalf of the District, and Wells Fargo Bank, National Association (the "Fiscal Agent"), approved in Resolution No. _____ adopted by the City Council (the "City Council") of the City, acting in its capacity as the legislative body of the District, on _____, 2011 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California) (the "Act"), to construct and acquire various public improvements required with respect to the development of certain land within the District, to fund a Reserve Fund for the Bonds, and to pay costs of issuance of the Bonds.

(b) At or prior to the acceptance hereof, the City and the District have authorized the use of the Official Statement in connection with the public offering of the Bonds. The City and the District also have consented to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement (defined below) relating to the Bonds in connection with the public offering of the Bonds. Authorized officers of the City, on behalf of the District, have certified to the Underwriter that such Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 (defined below), with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) At or prior to the acceptance hereof by the City, the Underwriter shall have received, unless otherwise waived by the Underwriter and the City, a certificate executed by an authorized officer of Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company (collectively, the "Developer"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter and the City.

(d) Subsequent to its receipt of a certificate from the City deeming the Preliminary Official Statement for the Bonds, dated _____, 2011 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement" and which, as amended with the prior approval of the Underwriter and executed by the City, will be referred to herein as the "Official Statement") final for purposes of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any supplements and amendments thereto as have been approved by the District as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement"), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City, on behalf of the District (the "City Disclosure Agreement"), this Bond Purchase Agreement, any other documents or contracts to which the City or the District is a party, and all

information contained therein, and all other documents, certificates and statements furnished by the City and the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to a national repository on or before the Closing Date (as hereinafter defined) and to each investor that purchases any of the Bonds prior to the "end of the underwriting period" (as such term is defined in Section 2(h) below) and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and Rule 15c2-12. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. As of the date hereof, the Underwriter has not notified the City of the need to modify or supplement the Preliminary Official Statement.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2011, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City, on behalf of the District, will deliver (i) through the facilities of The Depository Trust Company, New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the District as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("Bond Counsel") in San Diego, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement and (iv) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and is validly existing under the Constitution and laws of the State as a general law city and municipal corporation, has full legal right, power, and authority (i) to execute, deliver and perform its obligations under the Acquisition/Financing

Agreement dated May 26, 2005, as amended (the "Acquisition Agreement") between the Ridge Property Trust and the City and to carry out all transactions contemplated by the Acquisition Agreement and the Fiscal Agent Agreement (collectively, the Fiscal Agent Agreement, the City Disclosure Agreement and the Acquisition Agreement are referred to herein as the "City Documents"), (ii) to issue, sell and deliver the Bonds on behalf of the District to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the City Documents and the Official Statement. The City Council, in its capacity as the City Council for the City, has duly adopted a resolution forming the District, as amended to annex additional property (the "Resolution of Formation") and an ordinance authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance. The District has caused to be recorded in the real property records of the County of Riverside an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such ordinances and resolutions, as subsequently amended, and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents") with respect to the District. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended.

(b) The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The District has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under the City Disclosure Agreement, and to carry out all transactions contemplated by each of such agreements, and (ii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and the Official Statement;

(c) The District and the City, as applicable, each has complied, and will at the Closing Date be in compliance, in all material respects with the Formation Documents and the City Documents, and any immaterial compliance by the District and the City, if any, will not impair the ability of the District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the City and the District will continue to comply with their respective covenants in the City Documents;

(d) The City Council, in its capacity as the City Council for the City with respect to (i) below and as the legislative body of the District with respect to (ii) and (iii) below, has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Act and the Constitution and laws of the State of California in order to form the District, to authorize the execution of the City Documents and the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to an Amended and Restated Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Consideration adopted on December 14, 2010 (collectively, the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment); (ii) authorized and approved the execution and delivery of the City Documents and the issuance and sale of the Bonds; and (iii) authorized and approved the performance by the City and the District of their respective obligations contained in, and the

taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said City Documents (including, without limitation, the collection of the Special Tax). The District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the City Documents will constitute the valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles.

(e) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State of California (the "State"), or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, bond indenture, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds, the Formation Documents or the City Documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound;

(f) Except for compliance with the blue sky or other states securities law filings, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the City Documents, have been obtained and are in full force and effect;

(g) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Act and the Constitution and the applicable laws of the State of California, and such Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(h) Until the earlier of (i) the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), or (ii) 90 days after the date of Closing, if any event shall occur of which the District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's or City's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period," and the Underwriter agrees to notify the City in writing of the date on which the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public;

(i) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund (other than the Administrative Expense Account) established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(j) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the best current, actual knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their respective obligations under the Formation Documents or the City to perform its obligations under the Bonds or the City Documents, or (ii) seeking to restrain or to enjoin the development of the land within the District, the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the City Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the Formation Documents, the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation;

(k) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing;

(l) Any certificate signed by any authorized official of the City and the District authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(m) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement;

(n) The information contained in the Preliminary Official Statement (other than information therein provided by the Developer including under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information therein provided by the Developer under the heading "THE DEVELOPMENT AND PROPERTY OWNERSHIP," information provided by Harris & Associates, Inc., and information in "APPENDIX G - Book-Entry Only System," as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(o) The Preliminary Official Statement heretofore delivered to the Underwriter was deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board;

(p) Except as disclosed in the Official Statement, neither the City nor the District is in default with respect to any reporting obligation that it has undertaken under Rule 15c2-12 for any indebtedness issued by it.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated

thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the holders of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income, securities (or interest thereon), the validity or enforceability of the Special Tax or the ability of the City or the District to construct or acquire the improvements as contemplated by the Formation Documents, the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or results in the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) Any amendment is made to the Official Statement that in the Underwriter's reasonable judgment will materially adversely affect the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

(c) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Formation Documents and the City Documents, together with a certificate dated as of the Closing Date of the Clerk of the City Council to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) the Preliminary Official Statement and the Official Statement;

(3) an opinion of Bond Counsel, dated the Closing Date and addressed to the City, in the form attached to the Preliminary Official Statement as APPENDIX F, and an unqualified opinion of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) a supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming such agreement constitutes a valid and binding obligation of the other parties thereto, constitutes the legally valid and binding agreement of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and is subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is

exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," "LEGAL MATTERS – Tax Exemption" and APPENDICES C and F thereof, insofar as it purports to summarize certain provisions of the Act, the Bonds and the Fiscal Agent Agreement and such counsel's opinion as to the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds, present a fair and accurate summary of such provisions; and (iv) the Special Taxes have been duly and validly authorized in accordance with the provisions of the Act and a lien to secure payment of the Special Taxes has been imposed on all non-exempt property in the District;

(5) a letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel"), to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no facts have come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds that have caused them to believe that the Official Statement as of its date contained, or as of the Closing Date contains, any untrue statement of a material fact, or as of its date omitted, or as of the Closing Date omits, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that the firm expresses no view with respect to any information concerning The Depository Trust Company, or the book-entry system, or with respect to any financial, statistical, economic or demographic data or revenue or other forecasts, projections, numbers, estimates, tables, assumptions, appraisals, assessed valuations or assumptions or expressions of opinion contained in the Official Statement, or with respect to any of the appendices thereto).

(6) a certificate, dated the Closing Date and signed by an authorized representative of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the City Documents and the Official Statement at or prior to the Closing Date; (iv) that except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, as to which the City or District has been served with notice, is pending or, to the knowledge of the City, threatened against the City or District (a) which would materially adversely affect the ability of the City to perform its obligations under the City Documents; (b) seeking to restrain or to enjoin: (A) the development of any of the land within the District, (B) the issuance, sale or delivery of the Bonds, (C) the application of the proceeds thereof in accordance with the Acquisition Agreement, or (D) the collection or

application of the Special Taxes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the City Documents, any tentative or final subdivision map or building permits applicable to property within the District, any other instruments relating to the development of any of the property within the District, or any action contemplated by any of said documents; or (c) in any way contesting the powers or authority of the City with respect to the City Documents, or any action of the City contemplated by any of said documents; nor is there any action pending or, to the knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation; and (v) the City will apply Bond proceeds in compliance with the Acquisition Agreement;

(7) an opinion of the City Attorney, as counsel to the City and the District, dated the Closing Date and addressed to the Underwriter, to the effect that (i) the City is duly organized and validly existing under the Constitution and laws of the State as a municipal corporation; (ii) the City has full legal right, power, and authority to execute and deliver the City Documents; (iii) the City Documents have been duly authorized, executed, and delivered by the City and, assuming due authorization and execution by any other applicable parties thereto, the City Documents constitute the valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought; (iv) the City Council adopted the resolutions and ordinances forming the District, confirming the Special Taxes, approving the City Documents and authorizing the sale and issuance of the Bonds at meetings of the City Council which were called, held and conducted pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended, modified or rescinded; (v) to the best of such counsel's current, actual knowledge, after due inquiry, there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against the City or the District, for which the City or the District has been served, to restrain or enjoin the issuance of the Bonds, the collection or application of the Special Taxes, or the payment of principal of and interest on the Bonds, or in any way contesting the validity of the formation of the District, the Bonds, or the City Documents; (vi) the execution and delivery of the City Documents, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City or the District a breach of or default under any agreement or other instrument to which either is a party or by which either is bound or any existing law, regulation, court order or consent decree to which either is subject; and (vii) the Special Taxes constituting the security for the Bonds have been duly and lawfully levied under and pursuant to the Act and constitute valid and legally binding liens on the properties on which they have been levied, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against agencies in the State of California;

(8) a certificate dated the Closing Date from Harris & Associates, Inc. addressed to City and the Underwriter to the effect that (i) the Special Tax if collected in the

maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes as of the Closing Date would generate at least 110% of the sum of the maximum annual debt service payable on the Bonds, plus the Administrative Expenses, based on such assumptions and qualifications as shall be acceptable to the Underwriter, and (ii) it has reviewed the Preliminary Official Statement and Official Statement, and the statements concerning the Rate and Method and all statistical and financial data set forth in the tables and described in the Official Statement which were derived from information supplied by the Special Tax Consultant for use in the Official Statement as of the date of the Official Statement and as of the Closing Date are true, correct and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and no events or occurrences have been ascertained by the Special Tax Consultant or have come to its attention that would substantially change such information set forth in the Official Statement;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that it has duly authorized the execution and delivery of the Fiscal Agent Agreement, the city Continuing Disclosure Agreement and the Developer Continuing Disclosure Agreement (defined below) and that each such document is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A fully executed and delivered Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement"), substantially in the form attached as APPENDIX E to the Official Statement;

(12) A certificate executed by an authorized officer of the Developer, dated the Closing Date and addressed to the Underwriter, the District and the City, in substantially the form attached hereto as Exhibit C (except that all references therein to the Preliminary Official Statement shall be changed to the Official Statement), with only such changes therein as shall have been accepted by the Underwriter;

(13) a certificate addressed to the City and the Underwriter, dated as of the Closing Date, of each lender, if any, to the Developer which has a loan secured by property within the District in substantially the form attached hereto as Exhibit D or other evidence provided by each lender that there is no event of default under the loan agreement(s) at this time and acknowledging the priority position of the lien of Special Taxes relative to such lender's security for the loan; such lenders shall include, but are not limited to, Bank of America, N.A. and Fireman's Fund Insurance Company;

(14) a letter or letters of Rutan & Tucker, LLP, special counsel to the Developer, and/or other counsel to the Developer, dated the date of the Closing and addressed to the City and the Underwriter, in form and substance acceptable to the City, the Underwriter and

it's counsel, to the effect that (i) Ridge Moreno Valley, LLC, a Delaware limited liability company and Ridge Moreno Valley II, LLC, a Delaware limited liability company are each a Delaware limited liability company, duly formed, validly existing and in good standing as a limited liability company under the laws of the State of Delaware, and are authorized to transact business and are in good standing in the State of California; (ii) the Developer has the limited liability company power to own and develop its properties in the District as described in the Official Statement; (iii) the Developer has the limited liability company power to enter into and perform its obligations under the Developer Continuing Disclosure Agreement and the Acquisition Agreement, (iv) the execution, delivery and performance of the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been duly authorized by all necessary limited liability company action on the part of the Developer, and the Developer Continuing Disclosure Agreement and the Acquisition Agreement have been executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (v) the execution and delivery of the Certificate attached hereto as Exhibit C and performance of the indemnification provisions set forth in such Certificate (the "Indemnity Agreement") by the Developer has been duly authorized by all necessary limited liability company action on the part of the Developer and the Indemnity Agreement has been executed and delivered by the Developer and constitutes the legally valid and binding obligation of the Developer; (vi) to counsel's actual knowledge, the Developer is not in violation of any provision of, or in default under its organizational documents (the "Organization Documents"), the violation of or default under which would materially and adversely affect the ability of the Developer to complete the its proposed development (as described in the Official Statement, the "Development"); and (vii) to counsel's actual knowledge, without conducting any independent investigation or inquiry of parties other than the Developer, or investigation other than conducting litigation searches over the Internet of the Superior Court records of the County of Riverside and the United States District Court and Bankruptcy Court records of the Southern District of California, there are no legal or governmental actions, proceedings, inquiries or investigations pending or threatened by governmental authorities or to which the Developer is a party, which, if determined adversely to such entity, would, individually or in the aggregate (x) have a material adverse effect on the financial position or results of operations of the Developer, (y) otherwise materially or adversely affect the ability of the Developer to comply with its obligations under the Developer Continuing Disclosure Agreement, the Indemnity Agreement or the Acquisition Agreement, or (z) which would materially and adversely affect the ability of the Developer to pay Special Taxes due with respect to its property in the District or to complete the proposed Development;

(15) The appraisal dated December 31, 2010 (the "Appraisal") by Bruce W. Hull & Associates (the "Appraiser"), together with a letter dated the Closing Date from the Appraiser addressed to the Underwriter and the City to the effect that it has prepared the Appraisal and that (a) the Appraisal, in the form set forth in APPENDIX B to the Official Statement, may be included in the Preliminary Official Statement and the Official Statement, (b) it has reviewed the Official Statement and the Appraisal included in APPENDIX B thereto and the information in the Official Statement referring to the Appraisal is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not

misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially change the opinion of value set forth in the Appraisal.

(16) A letter from Empire Economics, Inc., dated the Closing Date addressed to the Underwriter and the City to the effect that it has prepared the market absorption study (the "Study") referred to in the Official Statement and that it has reviewed the Official Statement and the information regarding the Study and the projected absorption of the proposed development included in the Official Statement is accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) no events or occurrences have been ascertained by it or have come to its attention that would materially changed the opinion set forth in the Study.

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5 and Section 6 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(c)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the City Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the opinions of Bond Counsel and Disclosure Counsel referred to in Section 3(c)(3) and (5) hereof.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the City) any expenses incident to

the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and any fees and disbursements of the Fiscal Agent for the Bonds then due, Bond Counsel, Disclosure Counsel, counsel to the City and District, and any accountants, engineers or any other experts or consultants the District or the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Bond Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to the City at the address set forth above; and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 10866 Wilshire Blvd., Suite 1650, Los Angeles, CA 90024.

7. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Bond Purchase Agreement and any certificates delivered hereunder shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the District.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

E. J. DE LA ROSA & CO., INC.

By: _____
Title: _____

ACCEPTED:

CITY OF MORENO VALLEY, on behalf of
COMMUNITY FACILITIES DISTRICT NO. 4 -
INFRASTRUCTURE OF THE CITY OF MORENO
VALLEY

By: _____
Authorized Representative
Time of Execution: _____

EXHIBIT A

MATURITY SCHEDULE

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield

EXHIBIT B

FORM OF DEVELOPER CERTIFICATE AS TO NEAR FINALITY OF THE PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby certifies to the City and the Underwriter that he/she is a duly appointed and acting officer of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer"), and is authorized to execute and deliver this certificate, and further hereby certifies as follows:

1. The Developer or its Affiliates (as defined in the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association) control the property in Community Facilities District No. 4 - Infrastructure of the City or Moreno Valley (the "District"), as described in the Preliminary Official Statement dated _____, 2011 (the "Preliminary Official Statement") in connection with the offering and sale of the $_____ Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds").

2. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the formation or operation of the District in accordance with the Formation Documents and applicable law, to challenge the levy of the Special Tax in accordance with the terms of the Formation Documents and applicable law, or to challenge the validity of the Bonds or the proceedings leading up to their issuance. The foregoing covenant shall not prevent the Developer from bringing an action, suit or proceeding contending that the Special Tax has not been levied in accordance with the methodology contained in the Rate and Method of Apportionment of Special Taxes for the District previously adopted by the City Council of the City of Moreno Valley (the "City").

3. Any and all information submitted in writing by the Developer to the City, the District or E. J. De La Rosa & Co., Inc. (the "Underwriter") in connection with the preparation of the Preliminary Official Statement was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of the Developer's knowledge, true and correct, and any and all information submitted in writing by the Developer to the Special Tax Consultant, Bruce W. Hull & Associates and Empire Economics, Inc. was, as of the date thereof, or as updated and/or corrected subsequent to the date thereof, and is as of the date hereof and as updated or corrected, to the best of Developer's knowledge, true and correct.

4. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE," and under the sub-caption

entitled "SPECIAL RISK FACTORS, - Hazardous Substances," do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. No proceedings have been filed and served or to the Developer's actual knowledge, after due inquiry, are pending (based on service of process) or threatened in which the Developer or its Affiliates may be adjudicated as bankrupt or discharged from any or all of its debts and obligations or granted an extension of time to pay its debts or a reorganization or readjustment of its debts. The Developer and its Affiliates have no current intention of filing for bankruptcy. The Developer has never filed bankruptcy or been declared bankrupt.

6. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, has been filed and served or is pending (based on service of process) or, to the Developer's actual knowledge, threatened, in any way seeking to restrain or enjoin the development of the property controlled by the Developer or its Affiliates in the District.

7. Except as disclosed in the Preliminary Official Statement, there are no events of monetary default by the Developer or any of its Affiliates or events which with the passage of time would constitute a monetary default by the Developer under any loan or similar credit arrangement to which the Developer is a party or to which any of its properties are subject and which would materially, adversely affect the Developer's ability to develop its property in the District or to pay special taxes for which it is responsible. Except as disclosed in the Preliminary Official Statement, neither the Developer nor, to its actual knowledge, any entity in which it has a controlling ownership interest, is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to its development in the District, or its other projects, which payment default would in any way materially and adversely affect the ability of the Developer or any Affiliate to develop its property in the District.

8. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, no other public debt secured by a tax or assessment on the land owned or controlled by the Developer or any Affiliate in the District is in the process of being authorized and no assessment districts or community facilities districts have been or are in the process of being formed which include any portion of such land.

9. Except as disclosed in the Preliminary Official Statement, to the actual knowledge of the Developer, neither it nor any of the Affiliates has ever been delinquent in the payment of any ad valorem property tax, special assessment or special taxes on property included within the boundaries of (i) one of its residential or commercial developments, (ii) a community facilities district, or (iii) an assessment district, that was not cured either within the fiscal year in which the tax or assessment was levied.

10. Except as disclosed in the Preliminary Official Statement, the Developer is not aware of any endangered species or hazardous substances located on the property controlled by it or any Affiliate within the District.

11. Neither the Developer nor any Affiliate has ever failed to comply in all material respects with any previous undertakings imposed upon the Developer or any such Affiliate to provide disclosure reports or notices of material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

Except as otherwise defined herein, all capitalized terms shall have the meaning assigned to those terms in the Preliminary Official Statement.

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 4 - INFRASTRUCTURE OF THE CITY OF MORENO VALLEY 2011 SPECIAL TAX BONDS

DEVELOPER CLOSING CERTIFICATE

In connection with the issuance and sale of the Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the "Bonds"), and pursuant to the Bond Purchase Agreement, dated _____, 2011, between the City of Moreno Valley (the "City"), on behalf of Community Facilities District No. 4 - Infrastructure of the city of Moreno Valley (the "District") and E. J. De L Rosa & Co., Inc., as the Underwriter named therein (the "Bond Purchase Agreement"), the undersigned hereby certifies, represents, warrants and covenants to and for the benefit of the City and the Underwriter, on behalf of [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley II, LLC, a Delaware limited liability company] (the "Developer") that:

1. The undersigned is, and at all pertinent times mentioned herein has been, an authorized representative of the Developer, and is authorized to make this certification on behalf of the Developer.

2. Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Bond Purchase Agreement.

3. The Developer is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware.

4. The Developer has full limited liability company power and authority to execute, deliver, and perform its obligations under the Acquisition/Financing Agreement, between the Developer and the City of Moreno Valley (the "City"), and the Developer Continuing Disclosure Agreement, dated as of April 1, 2011, between the Developer and Wells Fargo Bank, National Association, as dissemination agent (the "Developer Continuing Disclosure Agreement") (collectively, the "Developer Documents"). Each Developer Document and this Certificate has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its respective terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

5. We have received a copy of the Official Statement and have reviewed the contents thereof. We have reviewed the contents of this Certificate and have conferred with our counsel for the purpose of discussing the meaning of its contents.

6. All information concerning the Developer and the property within the District currently owned by the Developer, submitted in writing by, or on behalf of, the Developer to the Underwriter, the Appraiser and to the Special Tax Consultant in connection with the Rate and Method of Apportionment, was, to the best of our knowledge, true, complete, and correct at the time given, or as updated or modified as of the date hereof.

7. The statements relating to the Developer, its proposed development in the District, its property ownership and its contractual arrangements, if any, contained in the Preliminary Official Statement under the captions entitled "THE DEVELOPMENT AND PROPERTY OWNERSHIP" and "CONTINUING DISCLOSURE" and under the sub-caption entitled "SPECIAL RISK FACTORS, - Hazardous Substances" do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

8. No proceedings are pending (with proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts.

9. No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending (based upon proper service of process having been accomplished) or, to the actual knowledge of the undersigned, after due inquiry, threatened in any way seeking to restrain or to enjoin the development of the property within the District owned by the Developer.

10. In consideration of the issuance of the Bonds by the District, the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the Underwriter and the District and their officers, employees and agents (each, an "Indemnified Party") against any and all judgments, losses, claims, damages, liabilities and expenses (i) arising out of any statement or information provided in the portions of the Official Statement specified in Paragraph 7 above relating to the Developer, the property within the District currently owned by the Developer and the development thereof, that is found to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein, or that is necessary, to make the statements therein not misleading in any material respect; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such material untrue statement or omission if such settlement is effected with the written consent of the Developer. In case any claim shall be made or action brought against an Indemnified Party based upon information in the Official Statement for which indemnity is applicable against the Developer, as provided above, the Indemnified Party shall

promptly notify the Developer in writing setting forth the particulars of such claim or action and the Developer shall assume the defense thereof, including the retaining of counsel reasonably acceptable to the Indemnified Party and the payment of all reasonable legal expenses. Notwithstanding the Developer's election to appoint counsel to represent the Indemnified Party in any such action, the Indemnified Party shall have the right to employ separate counsel (including local counsel), and the Developer shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Developer to represent the Indemnified Party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the Indemnified Party and the Developer, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are materially different from or additional to those available to the Developer; (iii) the Developer shall not have employed counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action; or (iv) the Developer shall authorize the Indemnified Party to employ separate counsel at the expense of the Developer. The Developer will not, without the prior written consent of the applicable Indemnified Parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

11. Promptly after receipt by any Indemnified Party of notice of any complaint or the commencement of any action or proceeding in connection with any matter for which the Developer is obligated to indemnify an Indemnified Party as set forth in the preceding paragraph, the Indemnified Party shall notify the Developer in writing of such complaint or of the commencement of such action or proceeding and, if the Developer so elects or is requested by the Indemnified Party, the Developer shall assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel, in which event, under the circumstances described in paragraph 10 above, the Developer shall not be obligated to pay the reasonable fees and disbursements of separate counsel for the Indemnified Party in such action. Each Indemnified Party is a third party beneficiary of the agreement by the Developer to indemnify and hold harmless the Indemnified Parties as set forth in this paragraph 11 and the preceding paragraph 10 and shall have the same right to enforce the contractual promises of the Developer herein to provide such indemnity.

12. The Developer is fully qualified by all necessary permits, licenses, and certifications, to conduct its business as presently being conducted and, except for such licenses, certificates, approvals, variances, and permits which may be

necessary for the construction of improvements within the District or have already been obtained and are in full force and effect, there is no license, consent, approval, authorization, or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the Developer necessary for the Developer to complete its planned development of property within the District as described in the Official Statement.

13. To the best knowledge of the undersigned, based upon due inquiry, the Developer is not in material default under, its operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound, the material default under which would materially and adversely affect the business, properties, assets, liabilities, or conditions (financial or other) of the Developer.

14. The Developer has never failed to comply in all material respects with an obligation to file an annual disclosure report with the appropriate information repositories as required under Securities and Exchange Commission Rule 15c2-12.

15. Other than as set forth in the Official Statement, to the actual knowledge of the Developer, (i) no public debt secured by a special tax or assessment on the land in the District owned or controlled by the Developer exists or is in the process of being authorized; and (ii) no other assessment district or community facilities district exists or is in the process of being formed, in each case which would include any portion of the land within the District owned or controlled by the Developer.

16. None of the parcels of land within the District owned by the Developer is delinquent in the payment of any taxes or assessments.

17. The execution and delivery by the Developer of the Developers Documents and this Certificate and the performance by the Developer of its obligations thereunder and hereunder do not and will not result in violation of any provision of, or in default under, the Developer's operating agreement or any other material agreement, lease, or other contract to which the Developer is a party or by which its properties are bound.

Dated:

[DEVELOPER SIGNATURE BLOCK]

EXHIBIT D

LENDER CERTIFICATE BY _____

Re: Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same on behalf of _____ (the "Lender"), and the undersigned, on behalf of the Lender, further certifies as follows:

1. The Lender has lent money to [Ridge Moreno Valley, LLC, a Delaware limited liability company] [Ridge Moreno Valley, LLC II, a Delaware limited liability company] (the "Borrower") pursuant to various loan documents relating thereto (collectively, the "Loan Documents").

2. The Borrower's obligations under the Loan Documents are secured by, among other things, a first lien on and security interest in all of the present and hereafter acquired right, title and interest of the Borrower in certain properties within Community Facilities District No. 4 - Infrastructure of the City of Moreno Valley (the "District").

3. The Lender acknowledges that pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), special tax bonds may be issued on behalf of the District in the aggregate amount not to exceed $_____ (the "Bonds"), repayment of the Bonds being secured in part by special taxes (the "Special Taxes") levied against property located within the boundaries of the District and owned by the Borrower (the "Property") (said aggregate amount excluding amounts which may be issued to refund any of such Bonds). The Lender has been advised that approximately $_____ of the Bonds are being issued at this time.

4. The Lender acknowledges that if any default occurs in the payment of the Special Taxes levied against the Property, the District has the right to foreclose upon the Property. The Special Taxes are levied according to the Rate and Method of Apportionment of Special Tax previously provided to the Lender by the Borrower.

5. The Lender acknowledges that the lien securing the Special Taxes levied against the Property has priority over any interest the Lender may have in the Property pursuant to the Loan Documents.

6. To the Lender's knowledge, there is no event of default under the Loan Documents or any event which with notice might constitute an event of default under the Loan Documents.

Dated: _____, 2011

By: _____
Name: _____
Title: _____

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MV00099317

CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF MORENO VALLEY

This Continuing Disclosure Agreement dated as of April 1, 2011 (the "Disclosure Agreement") is executed and delivered by the City of Moreno Valley (the "Issuer") for and on behalf of Community Facilities District No. 4 - Infrastructure and Wells Fargo Bank, National Association, as fiscal agent (the "Fiscal Agent") and as dissemination agent (the "Dissemination Agent"), in connection with the issuance and delivery by the Issuer of $_____ aggregate principal amount of its Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds (the " Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of April 1, 2011 (the "Fiscal Agent Agreement"), by and between the Issuer and the Fiscal Agent. The Issuer, the Fiscal Agent and the Dissemination Agent covenant as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Fiscal Agent and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"Disclosure Representative" shall mean the City Manager of the City of Moreno Valley or the Financial and Administrative Services Director, or their designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the then current Dissemination Agent a written acceptance of such designation.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at *http://emma.msrb.org/*.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Official Statement" shall mean the Official Statement dated _____ __, 2011 relating to the Bonds.

"Participating Underwriter" shall mean the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is De La Rosa & Co.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than April 1 after the end of the Issuer's fiscal year (which currently ends on June 30), commencing with the report due on April 1, 2012, provide to EMMA, the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent) and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify EMMA, the Fiscal Agent and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to EMMA, the Issuer shall provide the Annual Report to the Dissemination Agent and the Fiscal Agent (if the Fiscal Agent is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Fiscal Agent has not received a copy of the Annual Report, the Fiscal Agent shall contact the Issuer and the Dissemination Agent to determine if the Issuer is in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Fiscal Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice to EMMA, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall promptly after receipt of the Annual Report, file a report with the Issuer and (if the Dissemination Agent is not the Fiscal Agent) the Fiscal Agent certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories and other parties to which it was provided.

SECTION 4. Content of Annual Report. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may

from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information.

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Fiscal Agent Agreement following the September 1 debt service payment preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a table setting forth the most recent assessed values of the property and the principal amount of the Bonds and any other land secured debt known by the City to be allocable to parcels within the District by property owner and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which reduces the taxable acreage or which results in a moratorium on future building within the District;

(vii) a table setting forth for the five most recent fiscal years in which Special Taxes were levied, the amount of Special Taxes levied in each fiscal year and the percentage delinquent as of the date of the Annual Report, and a description of the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(viii) any information not already included under (i) through (viii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings; and

9. ratings changes.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

2. appointment of a successor or additional trustee or the change of the name of a trustee;

3. non payment related defaults;

4. modifications to the rights of Bondholders;

5. notices of prepayment; and

6. release, substitution or sale of property securing repayment of the Bonds.

(c) The Fiscal Agent shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Issuer pursuant to the Fiscal Agent Agreement, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent to report the event pursuant to subsection (g). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Fiscal Agent with regular responsibility for the administration of matters related to the Fiscal Agent Agreement.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Fiscal Agent pursuant to subsection (c) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(e) If the Issuer has determined that knowledge of the occurrence of a Listed Event in subsection (b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(f) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g).

(g) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA.

(h) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Issuer, the Fiscal Agent and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Fiscal Agent shall be the Dissemination Agent. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer and the Fiscal Agent (if the Fiscal Agent is other than the Dissemination Agent) and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Fiscal Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Fiscal Agent, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining the consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds, provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (iv) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably

feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice if occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Fiscal Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Fiscal Agent and Dissemination Agent. Article VII of the Fiscal Agent Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Fiscal Agent Agreement and the Dissemination Agent and the Fiscal Agent shall be entitled to the same protections, limitations from liability and indemnification hereunder as are afforded the Fiscal Agent thereunder. The Dissemination Agent and the Fiscal Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and the Fiscal Agent and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Fiscal Agent's respective negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Fiscal Agent shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and Fiscal Agent and payment of the Bonds. No person shall have any right to commence any action against the Fiscal Agent or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent and the Fiscal Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	City Manager City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552-0805
	Special Districts Division Manager City of Moreno Valley 14325 Frederick Street, Suite 9 P.O. Box 88005 Moreno Valley, CA 92552-0805
Dissemination Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Fiscal Agent:	Wells Fargo Bank, National Association 707 South Wilshire Boulevard Los Angeles, CA 90017
Participating Underwriter:	De La Rosa & Co. 11900 West Olympic Boulevard, Suite 500 Los Angeles, CA 90064

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF MORENO VALLEY, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 4 — INFRASTRUCTURE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Financial and Administrative Services Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Fiscal Agent and Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California

Name of Bond Issue: $_____ Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley 2011 Special Tax Bonds

Date of Issuance: _____ __, 2011

NOTICE IS HEREBY GIVEN that Community Facilities District No. 4 — Infrastructure of the City of Moreno Valley, County of Riverside, State of California (the "District"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of April 1, 2011, by and between the District and Wells Fargo Bank, National Association as Fiscal Agent and Dissemination Agent. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Dissemination Agent

_____

cc: City of Moreno Valley

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MV00099327

THIRD AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

This Third Amendment to Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Fieldman, Rolapp & Associates, Inc., a (California corporation) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated March 28, 2005; and,

WHEREAS, CFD No. 5 has been formed and bonds sold; and,

WHEREAS CFD No. 4, hereinafter referred to as CFD No. 4-I, has incurred significant changes in the project, including services related to the sale of a portion of taxable property within CFD No. 4-I to the United States Postal Service (USPS) and annexation of certain additional property to CFD No. 4-I after CFD No. 4-I was formed; and,

WHEREAS there have been a number of starts and stops in the project, which have required necessary duplication of services by the financial analyst, for the tasks as outlined in the Original Agreement.

SECTION 1. AMENDMENT to ORIGINAL AGREEMENT:

1.1 In consideration for the additional work resulting from halted progress prior to commencement of the bond proceeding, which has required the Consultant to revise and redo documentation necessary for an anticipated bond issuance on three separate occasions, the City

agrees to pay the Consultant and the Consultant agrees to receive a revised "Not-to-Exceed" fee of $105,750 for CFD No. 4-I, which shall fund the continuation of services as provided by the financial analyst to proceed toward the bond sale.

1.2 Exhibit B, Terms of Payment , Section 1, to the Original Agreement shall be replaced by the following:

1. Fee for District Formation: Fees for financial advisory services performed for the formation of the District shall not exceed a total of $34,500, which includes the amount of the Agreement $12,500, the First Amendment amount of $12,500, and the Second Amendment amount of $9,500. No additional increases for District Formation shall be provided herein this Third Amendment to the Agreement.

1.3 Exhibit B, Terms of Payment, Section 2, to the Original Agreement shall be replaced by the following:

2. Fee for Debt Issuance Scope of Services: Financial advisory (Fiscal Analyst) services performed for debt issuance services pursuant to Exhibit A of the Original Agreement will be billed for at the amounts set forth below:

Transaction Size	Fees
$1 to $2,999,999	To be negotiated
$3,000,000 to $9,999,999	$65,000
$10,000,000 to $19,999,999	To be negotiated
$20,000,000 and above	To be negotiated

Payment of fees earned by the Consultant for debt issuance services shall be conditional and contingent upon the sale and closing of the issue of Bonds,

and are payable at the closing of the debt issue(s) undertaken to finance the Project.

1.4 Exhibit B, Terms of Payment, Section 3, to the Original Agreement shall be amended as follows:

3. A "Not-to-Exceed" fee of $6,250, will be established for "Other Services" and "Expenses" incurred as a result of formation and bond issuance proceedings

SECTION 2.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
FOR PROFESSIONAL CONSULTANT SERVICES
FINANCIAL ANALYST

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

City of Moreno Valley

BY: _____
Mayor

_____
Date

Fieldman, Rolapp & Associates

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

Jennifer Terry

From: Marshall Eyerman
Sent: Thursday, January 27, 2011 10:53 AM
To: Jennifer Terry
Subject: FW: Moreno Valley CFD No. 4-I - Cost of Issuance

-----Original Message-----
From: James Fabian [mailto:jfabian@Fieldman.com]
Sent: Thursday, November 11, 2010 3:40 PM
To: Marshall Eyerman
Cc: Paul Pender
Subject: RE: Moreno Valley CFD No. 4-I - Cost of Issuance

Marshall,

As we discussed when we did our Amendment for the RMA modification we need to increase our fee due at closing to reflect the significant amount of time spent on the CFD financing issues over the past 4 years. I would like to request a contingent fee of $65,000 plus expenses due at closing. This will enable me to recoup approximately 90% of our time. I would estimated our fee for the next series of Bonds to be $40,000.

Thank you!

James V. Fabian
Principal
Direct: (949) 660-7307

Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Boulevard | Suite 1100 | Irvine, CA 92612
Phone: (949) 660-7300 | Fax: (949) 474-8773 | Web: www.fieldman.com

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE This e-mail message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or return e-mail, delete the message from your computer system, and return any hard copies to us at the following address via the U.S. Postal Service: Fieldman, Rolapp & Associates 19900 MacArthur Blvd., Suite 1100, Irvine CA 92612-2433

-----Original Message-----
From: Marshall Eyerman [mailto:marshalle@moval.org]
Sent: Wednesday, November 10, 2010 8:03 AM
To: James Fabian
Cc: Candace Cassel
Subject: Moreno Valley CFD No. 4-I - Cost of Issuance

Jim,

Based on the last conference call there was some discussion about the estimated cost of issuance for the bonds. I have taken the liberty of updating a previous version of the COI, which I believe may have been prepared by your office. Please let me know if you have any comments or changes to the attached file.

Also, the property owner has inquired about any cost that may be incurred for any future

series of bonds. Could you please provide us an estimate for your cost for an future series of bonds. Thanks.

-Marshall

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805
T: 951.413.3482
F: 951.413.3498
E: marshalle@moval.org<mailto:marshalle@moval.org>
W: www.moval.org<http://www.moreno-valley.ca.us>

FIELDMAN | ROLAPP
& ASSOCIATES

There is no substitute for experience.

February 2, 2011

Marshall Eyerman
Special Districts Program Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

Dear Marshall:

As you are aware, we have advised the City since 2005 on the formation of CFD No. 4-I and subsequent efforts to sell CFD bonds. We are requesting our contract be amended to account for the additional time we have incurred on this project over the past three years, due to an unforeseen number of delays and redundant efforts which were outside the City's or our control.

Since CFD formation, we have advised the City on all aspects of the process required for putting a bond financing in place for the CFD, including review of real estate studies and appraisals of the property, the bond legal documents, bond structuring, and the bond Official Statement. Due to circumstances beyond the City's or our control, this bond issuance process has been undertaken three separate and distinct times. In each prior case, the bond issuance process was unable to be completed due solely to changes or uncertainty with the CFD property which will secure the bonds. The current bond issuance process started in the 3rd quarter of 2010, and is presently anticipated to be completed this April.

As a result, the time required to provide our advisory services to the City to complete the bond transaction has exceeded our reasonable expectations. Based on the time we have incurred to date on solely advising the City on bond issuance, the cost of our services--for which we have not yet been paid--is approximately $71,000. Under our existing contract, we have been paid approximately $34,000, all relating to our time spent on the CFD formation. We are therefore requesting an amendment to reflect a total "not-to-exceed" amount of $105,750. The balance of our fees is anticipated to be paid from CFD bond proceeds in April.

We greatly appreciate the City's consideration of this request and look forward to continuing our relationship with the City. Please feel free to contact me with any questions regarding this request.

Sincerely,

James V. Fabian
Principal

19900 MacArthur Blvd., Suite 1100 • Irvine, CA 92612 • 949.660.7300 • fax: 949.474.8773 • www.fieldman.com

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MV00099335

ATTACHMENT 7

-371-

BUILDING LEGEND

		Building SF	Land Area (Acres)
1	23180 Brodiaea Avenue	80,862 S.F.	4.25
2	23220 Brodiaea Avenue	106,702 S.F.	4.54
3	23300 Brodiaea Avenue	391,231 S.F.	17.51
4	23400 Cactus Avenue	779,016 S.F.	32.85
5	14300 Graham Street	180,043 S.F.	8.76
6	23700 Cactus Avenue	532,926 S.F.	24.37
7	Building 7A/7B	49,994 S.F./49,973 S.F.	6.71
8	23800 Cactus Avenue	231,382 S.F.	12.40
9	23650 Brodiaea Avenue	130,002 S.F.	5.87
10	Building 10	353,869 S.F.	16.45
11	Building 11 (Proposed Building)	155,664 S.F.	7.56
		3,041,664 S.F.	141.27

PHASING LEGEND

- PHASE I - COMPLETED
- PHASE II - COMPLETED
- PHASE III - UNDEVELOPED (VACANT LAND)
- PHASE IV - UNDEVELOPED (VACANT LAND)

C ITERPOINTE BUSINESS PARK
P SING PLAN
F GE PROPERTY TRUST
RIDGE PROPERTY TRUST
MORENO VALLEY, CALIFORNIA October 06, 2010

HPA, INC.

Item No. G.3

MV00099336

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MV00099337

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: March 8, 2011

TITLE: ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B

RECOMMENDED ACTION

Staff recommends that:

1. The City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

2. The City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011- 01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

BACKGROUND

The City of Moreno Valley Redevelopment Agency (Agency) issued tax exempt tax allocation bonds as Series A in 2007 in the amount of $43,495,000 to fund a number of infrastructure and capital projects in the City's redevelopment area. In addition, the Agency structured taxable tax allocation bonds as Series B in the amount of $22,500,000. The City of Moreno Valley (City) General Fund purchased 100% of the Series B bond issue with the funds invested in the City's investment pool pending public sale of the bonds in the future. The bonds were intended to be sold publicly when tax increment was available through growth in property tax increment revenue or pending a

lawsuit with the County over a tax increment pass through agreement. The General Fund was to be reimbursed when the bonds were sold to the public.

DISCUSSION

Unfortunately, the lawsuit has been resolved in the County's favor. The economy also turned negative causing property tax increment to decrease for several years. At this time, the City's General Fund requires the funds for cash flow purposes to maintain adequate liquidity in the General Fund. In light of these factors, it is now appropriate for the Agency to redeem the bonds and return the amount of $22,500,000 to the City's General Fund. The proposed draft of the three year Deficit Elimination Plan relies on this funding being returned to the General Fund to maintain required fund balances for the duration of the plan.

ALTERNATIVES

1. Adopt the proposed resolution approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax exempt bonds in the amount of $22,500,000.

2. Do not adopt the proposed resolution and provide staff with further direction. This option risks that the funds may not be returned within a reasonable timeframe when needed for cash flow. The delays could be caused by the Governor's proposed plan to eliminate redevelopment agencies.

FISCAL IMPACT

Redemption of the RDA Series B bonds is integral in the City's Deficit Elimination Plan to balance the City's General Fund. The $22,500,000 in funding shall be used to support City services during the three year plan period and provides the necessary $14,000,000 in minimum fund balance at the end of the three year period. The City will be forced to make dramatic cuts much sooner than it is prepared to and sooner than is prudent for providing a managed reduction in City services.

CITY COUNCIL GOALS

Revenue diversification and preservation and Public Safety.

SUMMARY

The intent that was present when the 2007 taxable tax allocation bonds were issued is no longer economically viable. The tax increment revenue from the Agency does not exist to support a public sale of these bonds. It is in the best interest of the City and the Agency to redeem the $22,500,000 in bonds and reimburse the City General Fund as quickly as possible.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Proposed resolution of the City Council the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Exhibit B – Proposed resolution of the Community Redevelopment Agency of the City of Moreno Valley authorizing and approving the redemption of its Moreno Valley Redevelopment Project, subordinate 2007 taxable tax allocation bonds and making certain determinations and approvals in connection therewith.

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099341

RESOLUTION NO. 2011-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY REQUESTING, AUTHORIZING AND APPROVING THE REDEMPTION OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000)(the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee, and the City hereby waives such requirement;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City, as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, hereby requests, authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the Agency, as issuer, consents thereto. By this Resolution, the City, both as Owner of 100% of the 2007B Bonds and as Trustee under the 2007B Indenture, acknowledges receipt of notice of redemption from the Agency, and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the Agency, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution acknowledges receipt of notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined below), subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The City Council, acting through its Mayor, the City Manager and the Finance Director of the City or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for proceeds upon redemption of the 2007B Bonds, to deliver the 2007B Bonds to the Agency for cancellation (or to instruct the Trustee to cancel the 2007B Bonds upon transferring to City the Redemption Amount), and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

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MV00099345

RESOLUTION NO. RDA 2011-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING THE REDEMPTION OF ITS MORENO VALLEY REDEVELOPMENT PROJECT, SUBORDINATE 2007 TAXABLE TAX ALLOCATION BONDS AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to issue bonds for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency authorized and issued its $43,495,000 Community Redevelopment Agency of the City of Moreno Valley, 2007 Tax Allocation Refunding Bonds, Series A (Moreno Valley Redevelopment Project)(the "2007A Bonds") by its Resolution No. RDA 2007-11 dated October 23, 2007. No change or action with respect to the 2007A Bonds is intended or effected by this Resolution;

WHEREAS, the Agency, in addition, authorized and issued its $22,500,000 Community Redevelopment Agency of the City of Moreno Valley, Subordinate 2007 Taxable Tax Allocation Bonds (the "2007B Bonds") by its Resolution No. RDA 2007-12 dated October 23, 2007 and pursuant to an Indenture of Trust by and between the Agency and the City dated as of October 1, 2007 relating to the 2007B Bonds (the "2007B Indenture");

WHEREAS, the City, which purchased and has owned the 2007B Bonds continuously since the 2007B Bonds were issued by Agency, desires that the 2007B Bonds be redeemed at this time and has requested that the Agency redeem the 2007B Bonds immediately upon approval of this Resolution;

WHEREAS, the City has a substantial, immediate need for funds that will be addressed, in part, by redemption of the 2007B Bonds at this time;

WHEREAS, the Agency is amenable to the redemption of the 2007B Bonds by repayment by Agency to City of all amounts outstanding under the 2007B Bonds (namely, the sum of $22,500,000) (the "Redemption Amount");

WHEREAS, the 2007B Indenture provides, in part, in Section 2.3(a), that the 2007B Bonds are subject to redemption at the option of the Agency from any available source of funds on any date prior to maturity at a price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium;

WHEREAS, under Section 2.3(a) of the 2007B Indenture, the Agency is to give the trustee, as designated therein (the "City" or the "Trustee") written notice of its intention to redeem 2007B Bonds at least 60 days prior to the date fixed for such redemption. Such notice requirement can be waived by the City, as trustee;

WHEREAS, under Section 2.3(b) of the 2007B Indenture, the Trustee shall mail notice of redemption at least 30 days prior to the redemption date to (i) Owners of any 2007B Bonds, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Agency (as such capitalized terms are defined in the 2007B Indenture). Section 2.3(b) also provides that "that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2007B Bonds or the cessation of the accrual of interest thereon." The 2007B Indenture further provides that the Agency and the City, as owner of 100% of the 2007B Bonds, may amend the 2007B Indenture.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the redemption of the 2007B Bonds, effective as of the date hereof, provided that the City (as trustee under the 2007B Indenture and as Owner of 100% of the 2007B Bonds under the 2007B Indenture) consents thereto. By this Resolution, the Agency gives notice to each of the City (as Trustee under the 2007B Bonds) and the City (as Owner of 100% of the 2007B Bonds), and approves and authorizes the waivers and amendments as described herein.

3. Effective as of the approval hereof, subject to approval by the City, Section 2.3 of the 2007B Indenture is amended to provide that notice of redemption may be given on the day fixed for redemption, and that, so long as the City is the Owner of 100% of the 2007B Bonds, notice of redemption need not be mailed but shall be deemed to have been given so long as the City has requested that the redemption of the 2007B Bonds take place. This Resolution shall serve as the notice of redemption under the 2007B Indenture as to the 2007B Bonds.

4. Effective immediately as of the approval hereof, the 2007B Bonds shall be redeemed on March 8, 2011, or such other date approved by an Authorized Officer (as defined herein) subject to the terms of the 2007B Indenture and this Resolution, at the Redemption Amount, to be credited by Trustee for the account of the City. The Agency, acting through its Chairman, the Executive Director and the Finance Director of the Agency or their authorized designee ("Authorized Officers") are hereby authorized and directed to execute a receipt for the 2007B Bonds or an acknowledgment that the Trustee has informed Agency that the Trustee has cancelled, upon payment to City of the Redemption Amount, the 2007B Bonds, and to undertake such actions as are necessary or convenient to effect such redemption and payment or release of moneys to the City, including without limitation the execution and delivery of any and all documents and instruments relating to the redemption of the 2007B Bonds.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

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MV00099349

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.5 - COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley has been an important function for the City, through its adopted Redevelopment Plan, to fund and construct needed improvements and public facilities in the community. Since its inception in 1987, the Community Redevelopment Agency of the City of Moreno Valley has undertaken more than $174,000,000 in redevelopment activities. The Community Redevelopment Agency of the City of Moreno Valley (Agency) and the City of Moreno Valley (City) have entered into numerous agreements which establish or evidence the indebtedness of the Agency to the City, all of which is immediately repayable by the Agency upon receipt of demand thereof by the City. Presently, the Agency owes the City a total of $62,499,971.

DISCUSSION

In consideration of the indebtedness in the amount of $62,499,971 that is owed the City by the Agency, the City is amenable to forbearing the immediate repayment of the outstanding debt, provided the Agency pays a portion of its debt with cash fund balance and then encumbers its land property holdings with the use of by a deed of trust, thereby securing amounts owed to the City and the repayment of Agency indebtedness to the City. The payment of a portion of debt shall be in the amount of $4,400,000. This payment shall be accomplished with existing Agency fund balance. The amount of the indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

The security for the Agency's indebtedness consists of a number of properties owned by the Community Redevelopment Agency of the City of Moreno Valley. The list of the properties that are provided as security are identified in Exhibit "A" of the Cooperation Agreement between the two parties.

ALTERNATIVES

1. Adopt the Resolutions making the proper findings in support of approving the Cooperation Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperation Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund in approving the Cooperation Agreement. Rather, the use of the Cooperation Agreement and utilization of the Agency properties as security only moves to solidify the repayment of the Agency's indebtedness to City.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 22
Attachment B – Resolution No. RDA 2011- 02
Attachment C – Cooperation Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The City Council hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the City.

3. The Authorized Officers, on behalf of the City, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Mayor

Attest:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. 2011-____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, City Clerk

RESOLUTION NO. RDA 2011-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AUTHORIZING AND APPROVING A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF MORENO VALLEY AND MAKING CERTAIN DETERMINATIONS AND APPROVALS IN CONNECTION THEREWITH.

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) and the powers of the Agency include the power to borrow moneys for any of its corporate purposes;

WHEREAS, a Redevelopment Plan known as the "Moreno Valley Redevelopment Project" has been adopted and approved by ordinance of the City of Moreno Valley (the "City"), and all requirements of law for and precedent to the adoption and approval of said Redevelopment Plan have been duly complied with;

WHEREAS, the Agency and the City have entered into previous agreements which establish or evidence certain indebtedness of the Agency to the City;

WHEREAS, under Section 33671.5 of the Redevelopment Law, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

WHEREAS, under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

WHEREAS, the Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

WHEREAS, the City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties, as more particularly provided in that certain agreement submitted herewith, entitled "Cooperation Agreement" (the "Cooperation Agreement") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City, in consideration of the provision of which security the City is amenable to the scheduling of repayments according to a repayment schedule as set forth in the Cooperation Agreement;

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY RESOLVES:

1. The foregoing recitals are true and correct.

2. The Agency hereby authorizes and directs the Chair, the Executive Director and the Finance Director of the Agency or their authorized designees ("Authorized Officers") to execute the Cooperation Agreement and all instruments provided in connection therewith on behalf of the Agency.

3. The Authorized Officers, on behalf of the Agency, are hereby authorized and directed to take all actions necessary or convenient to implement the Cooperation Agreement.

PASSED and ADOPTED this 8th day of March, 2011.

_____
Chair

Attest:

_____
Jane Halstead, Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. RDA 2011-____ was duly and regularly adopted by vote of the Community Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8thd day of March, 2011, by the following vote.

AYES:

NOES:

ABSENT:

_____
Jane Halstead, Agency Secretary

COOPERATION AGREEMENT

THIS **COOPERATION AGREEMENT** (the "Agreement") is entered into as of March 8, 2011 (the "Date of Agreement"), by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*; the "Redevelopment Law"), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project as heretofore merged and amended (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. Under Section 33601 of the Redevelopment Law, the Agency may borrow money any may execute trust deeds or mortgages on any real or personal property owned or acquired by the Agency;

F. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

G. The City is amenable to forbearing from enforcing immediate repayment of certain amounts owed by Agency to City provided that Agency encumbers its properties (which properties are described in Exhibit "A" hereto, the "List of Properties"; each such property is referred to as a

"Listed Property") by a deed of trust or deeds of trust securing repayment of the indebtedness of the Agency to the City. In consideration of the provision of such security, the City is amenable to the scheduling of repayments according to a repayment schedule, which is set forth as Exhibit "B" hereto (the "Repayment Schedule");

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth a payment schedule for the repayment by Agency of such amounts as owing by Agency to City, as set forth in the Repayment Schedule;

(3) To provide for the execution and recording of a deed of trust or deeds of trust to be recorded as to property held by the Agency, as referenced in the List of Properties, to secure repayment of City by Agency for amounts owed;

(4) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011 the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Fifty-seven million, Two hundred eighty-three thousand, Six hundred seventy-five Dollars ($57,283,675)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest accrues on the Base Amount. The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Total Accrued Amount".

2. Agency agrees to repay the Total Accrued Amount to City in accordance with the Schedule of Payments.

3. Agency agrees to record a deed of trust or deeds of trust, substantially in the form of Exhibit "C" hereto (the "Deed of Trust") as to each of the Listed Properties among the official land

records of the County Recorder of the County of Riverside. City will, if necessary to effect recording of the Deed of Trust (or deeds of trust) execute a deed acceptance to be recorded with the Deed of Trust agreeing to accept the interest afforded City as a creditor thereunder.

4. City agrees to forbear from insisting upon the immediate repayment of the entire Base Amount and Accruing Interest in consideration of the promises and performance by Agency as described in Sections 3 and 5 hereof.

5. The Agency agrees to pay the City, with interest, an amount equal to the Total Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from revenues allocated to Agency under Section 33670 of the Health and Safety Code ("Tax Increment"), and proceeds from the sale of properties for which deeds of trust are recorded pursuant to Section 3 hereof, and the Agency pledges, pursuant to Article XVI, Section 16 of the California Constitution, the Redevelopment Law (including without limitation Section 33671.5 of the Redevelopment Law) and the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Repayment shall be made in accordance with the Repayment Schedule.

6. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

7. If this agreement is for any reason invalid the parties will be returned to their prior position.

8. The City agrees to release and reconvey from the deed(s) of trust property in the event such deed of trust is determined to violate material agreements of the Agency.

9. The Agency agrees to and shall take all action and shall refrain from taking any action with respect to the property acquired with the proceeds of bonds issued as obligations exempt from the payment of federal income tax ("Exempt Obligations"), as required in each case to preserve

the tax exempt status of interest payable with respect to such Exempt Obligations for federal tax purposes.

10. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Richard A. Stewart
Mayor

ATTEST:

_____
Jane Halstead
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Henry T. Garcia
Executive Director

ATTEST:

_____
Jane Halstead
Agency Secretary

EXHIBIT "A"
LIST OF PROPERTIES

APN	SITE ADDRESS
291-191-001	Alessandro and Day vacant land
291-191-002	Alessandro and Day vacant land
291-191-003	Alessandro and Day vacant land
291-191-005	Alessandro and Day vacant land
291-191-006	Alessandro and Day vacant land
291-191-007	Alessandro and Day vacant land
291-191-008	Alessandro and Day vacant land
291-191-009	Alessandro and Day vacant land
291-191-010	Alessandro and Day vacant land
291-191-011	Alessandro and Day vacant land
291-191-012	Alessandro and Day vacant land
291-191-013	Alessandro and Day vacant land
297-140-046	Vacant Land adjacent Rec. Center
297-140-047	Recreation Center
479-070-044	Senior Center
481-270-058	Eucalyptus
481-130-022	24108 Fir Avenue
481-130-023	24124 Fir Avenue
481-250-002	24265 Meyers
481-250-003	24265 Meyers
482-020-058	24176 Atwood
482-020-056	24214 Atwood
482-161-021	Cottonwood and Indian
482-161-022	Cottonwood and Indian
482-161-024	Cottonwood and Indian
482-161-023	Cottonwood and Indian
485-032-013	24181 John F. Kennedy
Parcel #1	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #2	Northerly of Cactus Ave & Easterly of 215 Freeway
Parcel #3	Northerly of Cactus Ave & Easterly of 215 Freeway

EXHIBIT B

SCHEDULE OF PAYMENTS

Moreno Vally Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

EXHIBIT "C"

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN:

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This **DEED OF TRUST** is made as of March 8, 2011 between the **MORENO VALLEY REDEVELOPMENT AGENCY,** a public body, corporate and politic herein called TRUSTOR or AGENCY, whose address is 14177 Frederick Street, Moreno Valley, California 92552-0805, **STEWART TITLE OF CALIFORNIA,** herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a municipal corporation herein called BENEFICIARY or CITY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

MORENO VALLEY REDEVELOPMENT AGENCY, a public body, corporate and politic

By:_____
Executive Director

Attest:

_____
Agency Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

MV00099367

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

[to come]

APN:

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Moreno Valley Redevelopment Agency, a public body, corporate and politic, to the City of Moreno Valley, as to the following property:

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

[to come]

APN:

is hereby accepted by the City Manager of the City of Moreno Valley on behalf of the City Council of the City pursuant to authority conferred by action of the City council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY

_____

By: Henry T. Garcia
City Manager

ATTEST:

_____

Jane Halstead
City Clerk

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MV00099371

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.6 - COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

cc: Agenda packet distribution list

Attached is the updated staff report and resolutions along with attachments for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Staff recommends that the Community Redevelopment Agency:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

BACKGROUND

The Community Redevelopment Agency of the City of Moreno Valley, through its adopted Redevelopment Plan, has been an important mechanism to fund and construct needed improvements and public facilities in Moreno Valley and specifically the Redevelopment Project Area. California Redevelopment Law provides for the Community Redevelopment Agency of the City of Moreno Valley (Agency) to undertake and fund these types of activities.

DISCUSSION

The Agency's undertaking of capital improvements and public facilities has included a variety of projects that are included with those capital projects and buildings by which is addressed by the City's 2005 Lease Revenue Bonds, the Redevelopment Agency's 2007 Tax Allocation Bonds and the City's Capital Improvement Plan (and Agency's obligations to make payments to City for authorized improvements). Some of these projects have been completed, some are presently under construction and some are presently underway with project design. The funding of these projects has been established as an indebtedness on the part of the Agency to the City of Moreno Valley (City). This established indebtedness, along with the repayment and terms of the debt by the Agency is consistent with and in compliance with California Redevelopment Law—specifically Section 33670 et seq. of California Community Redevelopment Law.

Pursuant to California Redevelopment Law, Section 33445, the City and Agency have approved and made certain findings regarding the installation of the capital improvements and public facilities. The projects fully comply with Redevelopment Law and the Agency's approved Redevelopment Plan.

As part of its overall debt obligation to the City, the Agency should look to repay a portion of the amounts owed the City with existing Agency fund balance and then secure the remaining debt obligation with Agency owned properties. Staff recommends the Agency use $4,400,000 of the Agency's existing fund balance to partially repay a portion of the Agency debt obligation.

The undertaking and completion of the capital projects identified to be funded under the 2007 RDA Tax Allocation Bonds-Series A are important components to the City's Capital Improvement Plan. Many of the projects are presently under way with construction and several finishing construction plans necessary to start construction. To more effectively manage and construct these important capital improvement projects, staff is recommending that the remaining proceeds of the RDA Tax Allocation Bonds be moved to City where they will be held in a segregated account to expend the bond proceeds in a manner consistent with requirements and limitations applicable to the Series A Bonds, including with out limitation—the 2007A Indenture, authorized under Resolution No. RDA 2007-12. Attached to the Cooperative Agreement are the designated projects to be completed by the City as part of the RDA Tax Allocation Bonds-Series A.

In addition to the projects to be funded under the RDA Bonds, several more capital improvement projects shall be funded by the RDA through other funding commitments. These projects include the completion of the Sunnymead Boulevard improvements, street improvements at the NE corner of Eucalyptus/Day and future recreation/sports fields at Ironwood-Festival. Under the terms of the Cooperative Agreement the undertaking of these projects shall be accomplished by the City and funded through the Agency.

Please note that all of the designated public improvements have been identified through the Cooperative Agreement and the Agency shall be obligated to make payment to the City for the cost of such improvements. The obligations under the Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 et seq. of California Redevelopment Law.

ALTERNATIVES

1. Adopt the Resolutions making the findings in support of approving the Cooperative Agreement.
2. Decline to adopt Resolutions supporting the approval of the Cooperative Agreement.

FISCAL IMPACT

There is NO negative impact to the City's General Fund associated with adopting the Cooperative Agreement. The approval and use of the Cooperative Agreement merely restates the Agency's position of funding and completing the improvements and public facilities.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011- 23
Attachment B – Resolution No. RDA 2011- 03
Attachment C – Cooperative Agreement

Prepared By:
Barry Foster
Community & Economic Development Department

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

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

Section 1. The freeing statements are true and correct.

Section 2. The City Council finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The City Council authorizes and directs the Mayor and/or the City Manager to execute on behalf of the City the Cooperative Agreement. The City further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Mayor

ATTEST:

_____
City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the City Council of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
City Clerk

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MV00099379

RESOLUTION NO. RDA 2011-03

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE CITY OF MORENO VALLEY AND MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROVISION OF PUBLIC IMPROVEMENTS AND AUTHORIZING SUCH IMPROVEMENTS IN CONNECTION THEREWITH

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) and pursuant to the Redevelopment Plan (the "Plan") for the Moreno Valley Redevelopment Project, as amended (the "Project"); and

WHEREAS, the Agency has incurred a substantial amount of indebtedness to the City; and

WHEREAS, the City has immediate need of repayment of a portion of Agency's indebtedness to the City and has demanded that certain amounts be repaid forthwith, as more particularly set forth in that agreement entitled "Cooperative Agreement" as submitted herewith (the "Cooperative Agreement"); and

WHEREAS, the Agency agrees to repay certain amounts to the City as set forth in the Cooperative Agreement;

WHEREAS, it is a policy of the Agency to improve and provide public improvements which are of benefit to the Project and the project area thereof (the "Project Area"); and

WHEREAS, each of the City Council of the City of Moreno Valley and the governing board of the Agency has determined that the public health and safety will be promoted by the provision of those certain public improvements described as "Designated Public Improvements" as well as "Additional Activities" as described in the Cooperative Agreement; and

WHEREAS, the Designated Public Improvements are located in and would be of benefit to the Project Area; and

WHEREAS, the Additional Activities will benefit the Project Area; and

WHEREAS, the City and the Agency have proposed to and desire to enter into the Cooperative Agreement in the form submitted herewith; and

WHEREAS, without amending, limiting, or modifying any prior agreements between the City and the Agency ("Prior Agreements") and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to approve the Cooperative Agreement; and

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities as set forth in the Plan; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, as provided in its redevelopment plan, to assist in the payment for all or part of the value of land and the installation and construction of public improvements within the Project Area of the Project (the "Project Area"); and

WHEREAS, Section 33445 provides, in part, that notwithstanding Section 33440, an agency may, with the consent of the legislative body, pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement which is publicly owned either within or without the project area, if the legislative body determines:

"(1) That the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

(2) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community.

(3) That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490."; and

WHEREAS, the Agency desires to proceed to support the construction and provision of the Designated Public Improvements by bearing the cost thereof; and

WHEREAS, the Agency and the City of Moreno Valley (the "City") have explored all possible funding sources for the Designated Public Improvements, including federal, state, and local sources, and the efforts of private property owners and developers; and

WHEREAS, the City has sought to obtain from private property owners and developers resources to provide for provision of the Designated Public Improvements; and

WHEREAS, there are no other reasonable means available to the Agency and the City to finance the Designated Public Improvements other than Agency funds; and

WHEREAS, the Agency has existing indebtedness to the City, including without limitation as set forth in the Cooperative Agreement,

WHEREAS, the Agency has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the provision of the Designated Public Improvements is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The foregoing statements are true and correct.

Section 2. The Agency finds and determines that: (i) the provision of the Designated Public Improvements constitutes the acquisition of land or the installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned of benefit to the project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons; (ii) That no other reasonable means of financing the acquisition of the land or installation or construction of the buildings, facilities, structures, or other improvements that are publicly owned, are available to the community; (iii) the acquisition of property and installation or construction of the Designated Public Improvements is provided for in the Plan; and (iv) the payment by Agency of funds for the Designated Public Improvements constitutes the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490.

Section 3. The Agency authorizes and directs the Chairperson to execute on behalf of the Agency the Cooperative Agreement. The Agency further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the Agency pursuant to the Cooperative Agreement.

APPROVED AND ADOPTED this 8th day of March, 2011.

By: _____
Chairman

ATTEST:

_____
Agency Secretary

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

I, Jane Halstead, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was introduced and adopted at a regular meeting provided by law of the Community Redevelopment Agency of the City of Moreno Valley held on the 8th day of March, 2011, by the following vote of the members thereof:

AYES: MEMBERS:

NOES: MEMBERS:

ABSENT: MEMBERS:

ABSTAIN: MEMBERS:

_____
Agency Secretary

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MV00099383

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** (the "Agreement") is entered into as of March 8, 2011, by and between the **CITY OF MORENO VALLEY** (herein the "City") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY** (herein the "Agency").

R E C I T A L S

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), the City Council of the City of Moreno Valley, activated the Agency and adopted the Redevelopment Plan (the "Redevelopment Plan") for the Moreno Valley Redevelopment Project (the "Project").

B. Pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City.

C. The Agency and the City have entered into previous agreements which establish or evidence the indebtedness of the Agency to the City.

D. Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Agency is authorized to and may pledge taxes allocated to it to secure the repayment of obligations;

E. The Agency has incurred a significant amount of indebtedness to the City, substantially all of which is immediately repayable by Agency upon receipt of demand therefor by the City;

F. The Agency desires to repay, and the City desires to receive immediate repayment of, certain amounts owing by Agency to City;

G. The Agency and City desire to restate the terms under which the City may and shall continue to provide services and construct projects approved by and of benefit to the Agency and under which Agency will remit payment to the City;

H. The City and the Agency desire to enter into this Agreement:

(1) To set forth certain indebtedness of the Agency to the City as in effect prior to the Date of Agreement;

(2) To set forth an amount which the Agency will immediately repay to City (the "Immediate Repayment Amount", as more particularly described below), which Immediate Repayment Amount is a portion of the amounts due and owing by Agency to City prior to the Date of Agreement;

(3) To set forth a payment schedule for the repayment by Agency of amounts as shall remain owing by Agency to City after repayment of the Immediate Repayment Amount, which remaining amount is referred to herein as the "Remaining Amount", as more fully described in Section 4, below. The schedule for repayment of the Remaining Accrued Amount is set forth at Exhibit "D" hereto, the "Schedule of Payments"; and

(4) To set forth activities, services and facilities which the City will render for and make available to the Agency in furtherance of activities and functions of the Agency under the Community Redevelopment Law ("Additional Activities"), and to establish a schedule for repayment of the Additional Amounts is set forth in the Schedule of Payments.

AGREEMENTS

1. As of the Date of Agreement, and exclusive of moneys which the Agency has repaid or by action taken on or after January 1, 2011, and further without regard to moneys payable by Agency in connection with its $22,500,000 Subordinate Tax Allocation Bonds (the "2007B Bonds"), which amounts the Agency has agreed to repay the City forthwith, the Agency is indebted to the City in the amount of Sixty-Two Million Four Hundred Ninety-Nine Thousand Nine Hundred Seventy-One Dollars ($62,499,971)(the "Base Amount") based upon agreements entered into prior to the Date of Agreement. Interest shall accrue ("Accruing Interest"). The Base Amount and the Accruing Interest, as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount". Agency agrees to immediately disburse to City the sum of Four Million Four Hundred Thousand Dollars ($4,400,000)(the "Cash Amount").

2. City has requested and Agency agrees to transfer to City for administration all remaining proceeds of the Agency's 2007 Tax Allocation Refunding Bonds, Series A (the "2007A Bonds", as issued pursuant to an indenture of trust authorized by Resolution No. RDA 2007-12 of the

Agency [the "2007A Indenture"]); the amount of such remaining proceeds is referred to herein as the "Bond Amount."

3. City agrees to hold the Bond Amount in a segregated account and to expend the Bond Amount in a manner consistent with the requirements and limitations applicable to the Series A Bonds, including without limitation, the 2007A Indenture.

4. The Base Amount less those amounts being immediately repaid hereunder constitutes the "Remaining Amount" for purposes of this Agreement. Remaining Amount and accruing interest thereon ("Accruing Interest"), as the latter is subject to adjustment from time to time in the event such amount(s) have not been fully repaid, constitutes the "Accrued Amount."

5. Agency agrees to repay the Accrued Amount to City and amounts otherwise incurred under the remainder of this Agreement in accordance with the Schedule of Payments.

6. The City agrees to provide for the Agency such staff assistance, supplies, technical services and other services and facilities of the City as the Agency may require in carrying out its functions under the Community Redevelopment Law. Such assistance and services may include the services of officers and employees and special consultants.

7. The City may, to the extent permitted by law, but is not required to, advance necessary funds to the Agency or to expend funds on behalf of the Agency for implementation of the Redevelopment Plan, including, but not limited to, the costs of surveys, planning, studies and environmental assessments for implementation of the Redevelopment Plan, the costs of acquisition of the property within the Project, demolition and clearance of properties acquired, building and site preparation, public improvements and relocation assistance to displaced residential and nonresidential occupants, if any, as required by law.

8. The City will keep records of activities and services undertaken pursuant to this Agreement and the costs thereof in order that an accurate record of the Agency's liability to the City can be ascertained. The City shall periodically, but not less than annually, submit to the Agency a statement of the costs incurred by the City in rendering activities and services of the City to the Agency pursuant to this Agreement. Such statement of costs may include a proration of the City's administrative and salary expense attributable to services of City officials, employees and departments rendered for the Agency.

9. The City agrees to undertake, on behalf of the Agency, those certain public improvements designated in Exhibit "A" hereto (the "Designated Public Improvements") together with additional activities (the "Additional Activities" and, together with the "Designated Public Improvements", the "Designated Activities and Public Improvements"). Agency shall be obligated to make payment to City for the cost of such Designated Activities and Public Improvements, together with interest at the rate set forth in Section 10, hereof and as set forth at B of the Schedule of Payments.

10. The Agency agrees to pay the City, with interest, an amount equal to the Accrued Amount and all expenditures made and obligations and liabilities incurred by the City pursuant to this Agreement from funds allocated to the Agency pursuant to Section 33670 of the Health and Safety Code ("Tax Increment") and the Agency pledges, pursuant to Under Article XVI, Section 16 of the California Constitution and the Redevelopment Law, including without limitation Section 33671.5 of the Redevelopment Law, and under the Redevelopment Plan, the Tax Increment to repayment of its indebtedness to the City hereunder. The foregoing pledge shall be subject and subordinate to existing pledges of Tax Increment by the Agency. City will periodically compute amounts owing under this Agreement. Interest shall accrue on all amounts payable by the Agency pursuant to this Agreement at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest legally-allowable interest rate for a redevelopment agency. Payment shall be made in accordance with the Schedule of Payments.

11. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

12. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MORENO VALLEY

By:_____
Mayor

ATTEST:

_____
City Clerk

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT A
DESIGNATED PUBLIC IMPROVEMENTS

PROJECT	DESCRIPTION	OUTSTANDING AMOUNT[1]
2007 TAX ALLOCATION BONDS *		**$ 83,920,389**
▪ Day Street Improvements	Street Improvements	
▪ Indian Basin	Storm Water and Street Improvements	
▪ Ironwood Improvement	Street Improvements	
▪ SR 60/Nason Bridge	New Freeway Bridge Overcrossing	
▪ Auto Mall Upgrades	Street and Signage Improvements	
▪ Morrison Park Fire Station	New Fire Station	
▪ Moreno Beach/SR 60	New Freeway Ramps	
OTHER DESIGNATED PUBLIC IMPROVEMENTS		
▪ Robertson's Day Street Improvements	Street Improvements	**$ 840,000**
▪ Ironwood-Festival Multi-Use Fields	New Joint-Use Recreation & Sports Fields	**$ 10,320,000**
	Total	**$ 95,080,389**

[1] Amounts shown are outstanding obligations including principal and interest

* Includes establishing a re-prioritization of the projects funded with the 2007 RDA Tax Allocation Bonds

EXHIBIT B

Moreno Valley Community Redevelopment Agency
Designated Public Improvements
Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11				
2011-12		325,500	4,975,500	904
2012-13	0	325,500	5,301,000	904
2013-14	0	325,500	5,626,500	904
2014-15	0	325,500	5,952,000	904
2015-16	0	325,500	6,277,500	904
2016-17	0	325,500	6,603,000	904
2017-18	0	325,500	6,928,500	904
2018-19	0	325,500	7,254,000	904
2019-20	0	325,500	7,579,500	904
2020-21	0	325,500	7,905,000	904
2021-22	0	325,500	8,230,500	904
2022-23	0	325,500	8,556,000	904
2023-24	0	325,500	8,881,500	904
2024-25	0	325,500	9,207,000	904
2025-26	0	325,500	9,532,500	904
2026-27	0	325,500	9,858,000	904
2027-28	0	325,500	10,183,500	904
2028-29	0	325,500	10,509,000	904
2028-29	0	325,500	10,834,500	904
2030-31	4,650,000	325,500	11,160,000	904
Total	4,650,000	6,510,000	11,160,000	

EXHIBIT C

RDA Obligations

	Outstanding as of 3/1/11			Master Payment Schedule		
Project	Prin	Accrued Int @ 3/1/11	Tot	Prin	Int	Tot
Public Safety Building Bond	1,424,225	32,556	1,456,781	1,424,225	375,775	1,800,000
Conference and Recreation Center	31,169,830	298,513	31,468,343	31,169,830	5,100,490	36,270,320
2005 Lease Revenue Bonds-Sunnymead Blv	8,293,140	199,799	8,492,939	8,293,140	6,036,916	14,330,056
Sears Mall Note	13,000,000	4,489,368	17,489,368	14,035,981	18,850,000	32,885,981
Cactus/Day/Old 215 Property	2,360,000	283,260	2,643,260	2,360,500	5,665,200	8,025,700
Subtotal	56,247,195	5,303,496	61,550,691	57,283,676	36,028,381	93,312,057
City Loan 1	518,520	248,890	767,410			0
City Loan 2	133,728	48,142	181,870			0
	$ 56,899,443	$ 5,600,528	$ 62,499,971	$ 57,283,676	$ 36,028,381	$ 93,312,057

EXHIBIT D

SCHEDULE OF PAYMENTS

Moreno Valley Community Redevelopment Agency
Bonded Debt Service
Master Payment Schedule

Fiscal Year	Principal	Interest	Total	Avg Daily Interest
2010-11		199,799	199,799	1,110
2011-12	1,020,484	1,368,412	2,388,897	3,801
2012-13	1,030,484	1,657,200	2,687,685	4,603
2013-14	1,035,484	1,656,055	2,691,540	4,600
2014-15	1,050,484	1,655,305	2,705,790	4,598
2015-16	1,055,484	1,654,330	2,709,815	4,595
2016-17	1,070,484	1,653,241	2,723,726	4,592
2017-18	1,080,484	1,651,820	2,732,305	4,588
2018-19	1,090,484	1,650,302	2,740,787	4,584
2019-20	1,105,484	1,649,895	2,755,380	4,583
2020-21	1,115,484	1,647,834	2,763,319	4,577
2021-22	1,130,484	1,644,054	2,774,539	4,567
2022-23	1,145,484	1,639,864	2,785,349	4,555
2023-24	1,041,799	1,604,980	2,646,779	4,458
2024-25	1,056,799	1,602,086	2,658,885	4,450
2025-26	32,241,629	1,598,905	33,840,534	4,441
2026-27	1,091,799	1,143,613	2,235,412	3,177
2027-28	1,106,799	1,125,725	2,232,524	3,127
2028-29	1,126,799	1,107,050	2,233,849	3,075
2029-30	1,141,799	1,087,588	2,229,387	3,021
2030-31	3,522,299	6,732,825	10,255,124	18,702
2031-32	480,000	104,563	584,563	290
2032-33	505,000	83,016	588,016	231
2033-34	525,000	60,484	585,484	168
2034-35	513,140	36,969	550,109	103
2035-36	0	12,469	12,469	35
Total	57,283,675	36,028,381	93,312,056	

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MV00099393

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.7 - AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

cc: Agenda packet distribution list

Attached is the updated Affordable Housing Agreement for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, additional covenants (described in the Agreement as "City Covenants") will be recorded on behalf of the City; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council approves and ratifies the City Fee Waiver, to be effective upon the City's issuance of the Development's building permit in consideration of the Participant's development and operation of affordable housing units in conformity with the Agreement.

Section 3. The City Council reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The City Council further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided by the Agency under the Agreement is reasonable and necessary.

Section 5. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination of the Agency Participant CC&Rs (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 6. The City Council hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 7. The City Council hereby consents to the approval by the Agency of the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 8. The City Council agrees and acknowledges that, subject to approval thereof by the Agency, the Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Mayor

ATTEST:

_____
Jane Halstead, City Clerk

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00099405

RESOLUTION NO. RDA 2011-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV RANCHO DORADO LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Rancho Dorado Limited Partnership, a California Limited Partnership (the "Participant") has acquired fee title to certain real property located at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard (the "Site") and proposes to construct seventy-nine (79) apartment units at the Site, seventy-eight (78) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $8,250,000 (exclusive of City fee waivers as to City fees in the amount of $1,022,400), but less the sum of $1,500,000 previously loaned by the Agency to the Participant, the Agency made certain determinations as to the Project, subject to Participant completing the development of seventy-nine (79) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (ii) three (3) three-bedroom Unit, which shall be available at Affordable Rent to households earning not greater than thirty percent (30%) of Median Income; (iii) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (iv) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty percent (40%) of Median Income; (v) five (5) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vi) three (3) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than forty-five percent (45%) of Median Income; (vii) twenty (20) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (viii) eight (3) three-bedroom Units, all of which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ix) nineteen (19) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; (x) seven (7) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than sixty percent (60%) of Median Income; and (vii) one (1) Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager, throughout the "Required Covenant Period" as those terms are defined within the draft Affordable and in conformity with such additional and greater requirements as may be imposed in connection with the provision of funding for the Project. Such development was intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 9% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("9% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment,

development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, at a duly-noticed public meeting, the Agency and the City Council of the City have found and determined that: (i) the Project is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution; (ii) the improvements to the Site are substantially complete; and (iii) the assistance to be provided with respect to the Project did not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution; such determinations and approval of a proposal which may result in housing assistance benefiting persons of low income within the meaning of Health and Safety Code Section 36005 (which findings and determinations are referred to collectively herein as the "Prior Determinations") constituted final approval; and

WHEREAS, the Participant has agreed to construct seventy-nine (79) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to very low and lower income households, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 9% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000) under the Agreement (which amount is exclusive of City fee waivers, but is inclusive of $1,500,000 previously loaned by Agency to Participant); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency reconfirms and ratifies the Prior Determinations and finds and determines that the Prior Determinations constitute valid, binding and final determinations. The Agency further finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

PASSED and ADOPTED this 8th day of March, 2011.

By: _____
Richard A. Stewart, Chairperson

ATTEST:

_____
Jane Halstead, Secretary

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

I, Jane Halstead, Secretary of the Redevelopment Agency of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the Redevelopment Agency of the City of Moreno Valley at its regular meeting held on the 8th day of March, 2011, by the following vote:

AYES: AGENCY MEMBERS:
NOES: AGENCY MEMBERS:
ABSENT: AGENCY MEMBERS:
ABSTAIN: AGENCY MEMBERS:

By: _____
Jane Halstead, Agency Secretary

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MV00099413

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Adopt Resolution No. RDA 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

BACKGROUND

The Rancho Dorado Apartment project is a planned 150 unit (including two manager units) affordable housing development to be situated near the SE corner of Perris Boulevard and JFK Drive. Because of increased competition in securing needed tax credit financing, Rancho Dorado was pursued in to phases of development. The Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Limited Partnership previously entered into an Affordable Housing Agreement for the development of Phase I of the Rancho Dorado Apartments. The Developer of the

affordable housing complex is Palm Desert Development using a limited partnership structure for the project—MV Rancho Dorado Limited Partnership. This first phase, referred to as Rancho Dorado-North consists of 71 units and was competed and occupied in October 2010. Presently there is a waiting list of over 150 people for Rancho Dorado-North.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Rancho Dorado Apartment project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The Agency Board previously approved both a loan (in May 2010) to facilitate the project and a funding commitment resolution in November 2010. The development of Rancho Dorado is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

Phase II of Rancho Dorado consists of 79-units (including 1 manager unit). Previously, the Agency has adopted funding resolutions to provide RDA housing set-aside financial assistance for the 2nd phase of Rancho Dorado. On November 30, 2010 the Agency adopted a funding resolution for the Agency to provide $8.25 million in funding for Phase II of Rancho Dorado. The project proforma has been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined to proposed project as sound and consistent with similar affordable housing projects.

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement by and between Agency and MV Rancho Dorado Limited Partnership.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-24
Attachment B – Resolution RDA No. 2011-04
Attachment C – Affordable Housing Agreement

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099417

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

BACKGROUND

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities, such as ongoing monitoring of covenanted units for compliance as to income limits and affordability, the maintenance of properties, the ability to enter into agreements with developers for the maintenance, construction and operation of housing developments, to enter into contracts, and to provide such other services and provide for such other activities as are authorized under the Housing Authority Law.

The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority. The City does intend that the proposed Housing Authority constitutes a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

DISCUSSION

Pursuant to the provisions of California Health and Safety Code, the City Council is adopting this resolution declaring that there is a need for a Housing Authority to function in the City and declaring that the City Council Members are the Commissioners of the Housing Authority. Pursuant to the Housing Authority Law, once the legislative body forms a housing authority, it is necessary for the newly formed housing authority to designate officers, adopt personnel rules and regulations and a conflict of interest code and provide for the time and place of holding its regular meetings.

Consistent with the foregoing, the Commissioners will adopt a resolution at a future date that accomplishes the following:

Officers of the Housing Authority: The following City officials would be designated to serve as Housing Authority officers on an ex officio basis:

City Position	Housing Authority Position
Mayor:	Chair
Mayor Pro Tem:	Vice Chair
City Manager:	Executive Director
Director of Community & Economic Development:	Assistant Executive Director
City Clerk:	Housing Authority Secretary
Finance & Administrative Services Director:	Finance Officer
City Attorney:	Housing Authority Counsel
Special Counsel:	Housing Authority Special Counsel

Personnel Rules and Regulations: The personnel system, as set forth in the Moreno Valley Municipal Code (as that Article may be amended), would be adopted as the personnel rules and regulations applying to all employees of the Housing Authority.

Conflicts of Interest: The Conflict of Interest Code, as set forth in the Moreno Valley Municipal Code (as that Chapter may be amended), would be adopted as the procedures affecting conflicts of interest involving the Housing Authority.

Meetings: The second Tuesday of the month of December at 7:00 PM at the Moreno Valley City Hall Council Chambers located at 14177 Frederick Street, Moreno Valley, California, or at such other place as may be designated by the Housing Authority by Resolution would be selected as the time and place for the Housing Authority's one regular meeting per year. By inference, the Housing Authority, consistent with California law, may conduct special meetings at any time, subject to the timely posting of its agendas and, as may be required by a particular matter, providing appropriate notice.

ALTERNATIVES

1. Adopt the attached resolution forming a Housing Authority to properly administer and maintain the existing housing program in the City. *Staff recommends this alternative because it will allow the community to have appropriate legal tools in place to conduct housing activities.*

2. Decline to adopt the attached resolution which will prevent the formation of a Housing Authority which will make it difficult to properly administer and maintain a housing program in light of the Governor's budget proposal. *Staff does not recommend this alternative since not forming a Housing Authority could have a detrimental effect on the housing program and housing activities in the City.*

FISCAL IMPACT

The recommended action does NOT cause a fiscal impact.

SUMMARY

The City Council is forming the Housing Authority to carry out responsibilities as delineated under the Housing Authority Law. Given current threats to redevelopment agencies and their ongoing functions, as alluded to in the Governor's budget proposal, it is important for the community to have appropriate legal tools in place to conduct housing activities. The action proposed does not commit the City to appropriate funds for the operation of the Housing Authority; the City does intend that the Housing Authority constitute a local housing authority for purposes of the Governor's budget proposal. Consistent with the City Council's action to form the Housing Authority, the purpose of this resolution is to accomplish the ministerial actions required by the Housing Authority Law once a housing authority is formed.

NOTIFICATION

No public notice is required prior to the City Council taking action on this item. However, the agenda for the meeting during which this item may be considered has been posted in the appropriate locations that have been designated for the posting of City Council agendas.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-25

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING THAT THERE IS A NEED FOR A HOUSING AUTHORITY TO FUNCTION IN THE CITY, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY AND DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY.

WHEREAS, the Housing Authority Law is codified in Health and Safety Code Sections 34200 et seq. (the "Law"); and

WHEREAS, Section 34240 of the Law provides that in every City there is a public body corporate and politic known as the Housing Authority of the City; and

WHEREAS, Section 34240 of the Law additionally provides that the Housing Authority shall not transact business or exercise its power unless the City Council of the City declares by Resolution that there is a need for a Housing Authority to function in the City; and

WHEREAS, Section 34242 of the Law provides for the adoption of a Resolution declaring that there is a need for a Housing Authority to function in the City if the City Council finds either: (1) that unsanitary or unsafe inhabited dwelling accommodations exist in the City; or (2) that there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

WHEREAS, Section 34290 of the Law provides that the City Council may declare by Resolution that the City Council shall be the Commissioners of the Housing Authority; and

WHEREAS, Section 34277 of the Law provides that the Mayor of the City shall designate the interim Chairman of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his/her successor among its commissioners; and

WHEREAS, it is the intent of this resolution to form a Housing Authority to develop or acquire and subsequently operate one or more rental housing projects within the corporate limits of the City of Moreno Valley.

NOW, THEREFORE, the City Council of the City of Moreno Valley, California does hereby resolve as follows:

Section 1. Findings. The City Council finds that there exist in the City both unsanitary and unsafe inhabited dwelling accommodations and a shortage of decent, safe, sanitary and affordable dwelling accommodations in the City which are available to persons of low income.

Section 2. Need for Housing Authority. There is a need for a Housing Authority to function in the City, and the Housing Authority hereby is permitted to transact any business and exercise any power inferred thereon by the provisions of the Housing Authority Law, commencing with Section 34200 of the Health and Safety Code.

Section 3. City Councilmembers to Serve as Housing Authority Commissioners. Pursuant to Section 34290 of the Health and Safety Code, the City Council of the City of Moreno Valley finds that the appointment of the members of the City Council, as the Commissioners of the Housing Authority will serve the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Moreno Valley are hereby declared to be Commissioners of the Housing Authority and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and such a Housing Authority shall be vested in such Commissioners, except as otherwise provided by the Housing Authority Law.

Section 4. Designation of Interim Chairman. The Mayor of the City of Moreno Valley shall serve as the interim Chairman of the Housing Authority, until a permanent Chairman is selected.

PASSED, APPROVED and ADOPTED this 8th day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor
City of Moreno Valley

ATTEST:

_____
Jane Halstead, City Clerk
City of Moreno Valley

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 24th day of February, 2009, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

By: _____
Jane Halstead, City Clerk

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MV00099425

City of Moreno Valley
Community & Economic Development Department

MEMORANDUM

To: Mayor and City Council

From: Barry Foster, Community & Economic Development Director

Date: March 8, 2011

Subject: City Council Regular Meeting Agenda of March 8, 2011, Item G.9 - CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS, INC.

cc: Agenda packet distribution list

Attached is the updated staff report and amendment for the above-mentioned subject item.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 8, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

2. Approve the Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

BACKGROUND

The Hemlock Family Apartments is a proposed affordable housing project of 78 units (including a manager unit) to be situated on 5.37-acres on Hemlock Avenue, just west of Perris Boulevard. The developer of the project is Rancho Belago Developers Inc. The project has the necessary planning approvals. The Developer will pursue a 4% bond tax credit reservation in May 2011 and construction is targeted for fall 2011.

DISCUSSION

The development of new affordable housing projects and the creation of affordable housing opportunities has always been a high priority for the City of Moreno Valley and its Redevelopment Agency (the Agency). The proposed development of the Hemlock Family Apartments is consistent with the Agency's adopted Redevelopment Plan and the need to create new affordable housing opportunities in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and consistent with California Health and Safety code, as well as the Agency's provision to carry out affordable housing activities.

The Developer—Rancho Belago Developers Inc. has requested $6.5 million in assistance from the RDA, through Housing Set-aside funds, along with an additional $1 million loan from the City's HOME funds. A Conditional Commitment Letter Agreement has been drafted to establish the terms and conditions of the Agency and City financing the project, along with the development standards for the project.

ALTERNATIVES

1. Adopt the Commitment Agreement by and between the Agency and City with Rancho Belago Developers Inc.
2. Decline to adopt the Agreement, thereby not supporting the development of the affordable housing project.

FISCAL IMPACT

The approval of the Commitment Agreement shall have NO impact to the City's General Fund. The funding of the project shall be fully borne by the Agency's Affordable Housing Set-aside funding capacity and the City's HOME funding.

ATTACHMENTS/EXHIBITS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099429

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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MV00099457

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00099459

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 22, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00099460

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing Trent Sauls

4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 22, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, “Minor Decoy/Shoulder Tap” Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR

RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500); and

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

Resolution No. 2011-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January, 2011

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

1. Receive and File the 2010 Annual Report of the Planning Commission; and

2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:
Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:
1. Approve TM 34950-1, a final map for financing purposes; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE

SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs; and

2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

G.2 APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Receive and file this report; and

2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any

individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 8, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Randy Metz	Fire Marshal
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A.5 & A.6) and Deanna Reeder (Item A.8).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up

to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute

any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange

Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Lori Stone, Executive Director of the March Joint Powers Authority, reported the following: the state legislators were asked to exempt military base reuse from redevelopment cuts; 30 million dollar bond sold two weeks ago will be used for the Van Buren interchange and U.S. vets project; the medical campus is moving forward; the final demolition of the tower is scheduled for March 28 at 10 a.m., invited

everybody to the celebration; about 12-13 buildings were demolished at this point; about 4000 new jobs were approved

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Amber Crothers, Thomas Andrew Owings and Mary E. "Meli" Van Nata for terms expiring March 31, 2015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and

Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

Resolution No. 2011-21

Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

Resolution No. 2011-20

A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of Community Redevelopment Agency of the City of Moreno

Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, and Deanna Reeder.

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE

CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from William Crowel, Palm Desert Development Co representative.

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Agency Member William H. Batey II,

s/Agency Member Robin N. Hastings
Approved by a vote of 5-0.

G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Community and Economic Director Barry Foster announced that the formatting of the agreement has been changed at the advice of the special legal counsel. The title is Conditional Commitment Letter Agreement among the Moreno Valley Redevelopment Agency, the City of Moreno Valley, and Rancho Belago Developers, Inc. Staff is recommending approval of the agreement with Rancho Belago Developers, Inc.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member William H. Batey II, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Daryl Terrell
1. Establishing a business utility user's tax rebate program to promote jobs; submitted an ordinance for public records

Ron Swaim
1. Code enforcement issue - RV blocking public right of way

Alicia Napper
1. Rising Stars Charter School's concerns

Louise Palomarez
1. Redevelopment money
2. Street lights on Hemlock Street between Pigeon Pass and Heacock

George Merendon
1. "In God We Trust" motto

Joe Teague
1. Problems with Day Street project

Thom Morales
1. Announced that fundraiser concert by Valley View High School Wind Ensemble will be held on March 19; invited residents to attend it

Harold Anderson
1. "In God We Trust" motto

Louis Boldue
1. "In God We Trust" motto

Dolores Baisden
1. Upcoming concert at Valley View High School

Pete Bleckert
1. Redevelopment money
2. Flood Control channel
3. Congratulated the Finance Director for streamlining CalCards

Deanna Reeder
1. Planning Commission appointments

Paul Wilkinson
1. Kiwanis Club

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Represented the City at the Perris Chamber of Commerce Centennial Gala for the anniversary celebration for the City and the Chamber
2. Was invited to speak at the National Congress of Black Women; it is nice to have the Inland Empire Chapter headquarter in Moreno Valley

Mayor Pro Tem Molina
1. Stated that at the last Economic Development Subcommittee meeting, the issue of Moreno Valley not being a business-friendly city and the needs and concerns of businesses were addressed; the City is working toward the goal of making Moreno Valley the most business-friendly city; any ideas are always welcomed
2. Stated that he is happy to see that so many people support "In God We Trust"; the item is scheduled for a study session
3. Thanked everyone for participating in council meetings, for their concerns about the City and working toward the betterment of the City

Council Member Co
1. Thanked everybody for coming to the council meeting; one of the reasons the City is improving is that the residents are presenting the problems to the City; this is the only way the problems can be resolved; asked residents to please contact him
2. Regarding residents asking to vote for "In God We Trust" - stated that he does not see any problem with voting to support it; thanked residents for coming in and asking to do something in that respect
3. Asked residents to contact him with any idea to help the City to move forward; the City needs residents' input

Mayor Stewart
1. Agreed with Council Member Co on the public's input; acknowledged that people take time to read agendas; a small number of people come to the council meetings, but many residents contact council members by e-mails and phone; asked to keep up the input
2. The March Air Force Reserve is getting 12 brand new Boeing 767 tankers
3. Was invited to speak at the Junior ROTC Military Ball at Canyon Springs High School; a very fine event
4. Addressed a speaker's comments regarding responding to public concerns during a council meeting - when a public member raises an issue, the Council responds right a way during the meeting, if possible; if not, a staff person will contact the person usually the next day; getting clarification on the issue and responding as soon as possible is beneficial

for everyone, including residents watching at home
5. Demolition of the last hospital building at March Air Reserve Base is scheduled for March 28, at 10 a.m.; the public can witness it

Council Member Hastings
1. Commended staff for responding to a very difficult situation with the RDA; hopes that we are going to prevail; it's great to see staff being innovative and creative and trying to protect the tax increment money that was placed there for a specific purpose
2. Is looking forward to attend a concert at Valley View High School
3. Will be back in California Thursday afternoon

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:21 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 22, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

Reports on Reimbursable Activities March 2-15, 2011		
Council Member	Date	Meeting
William H. Batey II	3/5/11	City of Perris Centennial Installation and Awards Dinner
Marcelo Co	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099491

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	$0.00	0.00%	$0.25	0.25%
1,000 kWh usage	$0.51	0.28%	$0.83	0.38%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	$1.40	0.23%	$1.40	0.32%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	$11.87	0.21%	$11.87	0.35%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	$169.63	0.24%		
392,333 kWh usage, Demand of 666 kW			$163.08	0.43%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$0.15	0.24%	$0.15	0.24 %

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	$25.03	0.20%	$25.03	0.20 %
Schedule SL-1 22,000 Lumen (317 lights)	$9.25	0.17%	$9.25	0.17%
Schedule SL-2 27,500 Lumen (139 lights)	$4.94	0.28%	$4.94	0.28%
Schedule SL-3 (per lamp)	$0.01	0.00%	$0.01	0.00%

The Energy Resources Surcharge Law went into effect on January 1, 1975. The surcharge is imposed on all customers in the state who consume electricity purchased from an electric utility. All electric utilities are required to collect this surcharge and remit the funds to the State Board of Equalization on a quarterly basis. The funds are held by the State and are used for ongoing energy programs and energy projects. The surcharge rate is set in a public meeting each November by the California Energy Commission; the law does not allow this surcharge to exceed $0.0003 per kWh. The 2011 Electricity Surcharge Rate is $0.00029 per kWh, an increase from $0.00022.

If approved by the City Council, these changes will become effective at 12:00 a.m. on March 23, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be an increase in rates of less than 1%.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to comply with State law.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and will also put the City's utility in jeopardy of non-compliance with State law.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues will increase slightly if the proposed changes are adopted by the City Council. These funds are restricted for Moreno Valley Utility purposes. The increase in the amount of Energy Resource Surcharge collected will be remitted to the State Board of Equalization.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099497

RESOLUTION NO. 2011-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and City Clerk's Office.

APPROVED AND ADOPTED this 22nd day of March 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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MV00099501

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: March 22, 2011

TITLE: Alcohol Beverage Control (ABC) "Minor Decoy/Shoulder Tap" Grant Funding Opportunity

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1) Staff recommends that the City Council approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, "Minor Decoy/Shoulder Tap" Grant.

ADVISORY COMMITTEE RECOMMENDATION:

BACKGROUND

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. Moreno Valley Police Department staff has determined that a number of calls for service and repeat calls are being generated from local Alcohol Beverage Control licensed establishments in the city. Some of these calls involve minors and adults under the age of 21 buying alcohol and soliciting adults over the age of 21 to buy alcohol for them. In an effort to address the sale of alcohol to minors and underage adults, staff identified a grant to assist local law enforcement in their efforts to reduce problems and calls for service at ABC licensed establishments.

There are currently 80 On-Sale and 77 Off-Sale ABC licensed establishments within the City of Moreno Valley. Although most avoid the attention of our agency, there are a number that cause a significant amount of calls for service. Several problematic licensees that would be targeted with additional enforcement operations funded by this

grant have caused sixty three (63) direct calls for service between January 1, 2009 and January 1, 2010. Approximately nine (9) calls for service were directly related to minors being furnished alcohol unlawfully.

The majority of calls surrounding these businesses are alcohol related. The time spent by the Moreno Valley Police Department dealing with the alcohol related problems occurring at these locations could be better spent assisting the community with other issues. In addition, the citizens of Moreno Valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (DUI's), fights, assaults and many disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Alcohol Beverage Control, State of California, has allowed for local law enforcement to apply for grant funding for personnel costs and one (1) mandatory GAP (Grant Assistance Program) training seminars to enable agencies to expand their efforts in addressing alcohol-related problems within their respective cities.

DISCUSSION

The Moreno Valley Police Department proposes to use the grant funding to train officers through the Alcohol Beverage Control Agency, and then implement enforcement programs that team officers from the Moreno Valley Police Department with agents from the Alcohol Beverage Control. The Moreno Valley Police Department will implement eighteen (18) "Minor Decoy" operations. The "Minor Decoy" program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the "Minor Decoy" program is repeatedly used.

The Moreno Valley Police Department will implement eight (8) "Shoulder Tap" operations. "Shoulder Tap" is a common method used by persons under age 21 to solicit persons to purchase and furnish them with alcoholic beverages. The "Shoulder Tap" program is an enforcement program that ABC and local law enforcement agencies use to detect and deter shoulder tap activity. During the program, a minor decoy, under the direct supervision of law enforcement officers, solicits adults outside ABC licensed stores to buy the minor alcohol. Any person seen furnishing alcohol to the minor decoy is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

The Problem Oriented Policing (POP) Team will provide a proactive approach through the use of "Minor Decoy" and "Shoulder Tap" operations. The operations will be conducted throughout the city in an attempt to deter ABC licensed establishments from selling alcohol to minors. In addition several operations will focus on adults who purchase alcohol for minors.

ALTERNATIVES

The council may consider the following alternatives:

1. Accept the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a Twelve-month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff recommends this alternative.**

2. Decline the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this "Minor Decoy/Shoulder Tap" grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOAL

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

STAFF RECOMMENDATION

Staff recommends that Council accept the grant application for the "Minor Decoy/Shoulder Tap" Grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California.

ATTACHMENTS/EXHIBITS

1. State of California, Alcohol Beverage Control Grant Application.

Prepared By:
Name Brian Gutierrez
Title Officer

Department Head Approval:
Name John Anderson
Title Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099505

State of California

Department of Alcoholic Beverage Control

Grant Assistance Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: Moreno Valley Police Department

2. Description of Applicant Agency: Provide a brief summary including department size, staffing, and structure.

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees.

3. City or County Served: Moreno Valley	4. Population of Service Area: 191,754.00

5. Project Description: Summarize the proposed project covering the objectives, method of procedure, evaluation, and end product.

The Moreno Valley Problem Oriented Policing Team will conduct 18 Minor Decoy and 8 Shoulder Tap operations. Volunteers from the Explorer Program who are at least eighteen years of age will be utilized for these programs under the constant watch or sworn personnel. The goal of these operations is to reduce the amount of alcoholic beverages obtained illegally by minors. The Police Department will also host one Licensee Education on Alcohol and Drugs (LEADS) class for licensees located within the city of Moreno Valley.

6. Funds Requested: 69,918.00	7. Project Period: July 1, 2011 – June 30, 2012

8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

A. Project Director (person having day-to-day responsibility for the project)	B. Chief of Police or Sheriff (authorizing official)
Name: William Mooney Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6701	Name: John Anderson Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6705 E. Mail Address:
Title: Sergeant	Title: Captain
C. Fiscal or Accounting Official	**D. ABC USE ONLY**
Name: Masumi Wilde Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6750 E. Mail Address:	
Title: Accounting Technician	

Attachment 1

SCOPE OF WORK

Background:

On December 3, 1984, the incorporated City of Moreno Valley was formed from a 50 square mile area in Riverside County, which is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and the Badlands. The city has grown over the years and today's population is estimated at 191,754. Based on the 2005 US Census Estimate, Moreno Valley's ethnic composition is 46% Hispanic, 23% White, 20% African-American, 8% Pacific Islander/Asian-American, and 3% other.

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees. A Sheriff's Captain, currently John Anderson, leads the Moreno Valley Police Department as the Chief of Police. Together, they have the responsibility of enforcing the criminal and traffic laws within the city limits.

The existence of several specialized units (Detective Unit, School Resource Officer Unit, Riverside County Regional Medical Center Unit, Patrol Division, Special Enforcement Teams-Gangs/Narcotics, Problem Oriented Policing (POP), Burglary Suppression Unit, Robbery Suppression Unit and Traffic Unit) within the Moreno Valley Police Department demonstrates the Department's objective in providing the citizens of Moreno Valley with the highest level of service and support. The Moreno Valley Police Department encourages innovation within our organization and is dedicated to finding creative solutions to the inevitable disputes that arise in the serving the community.

Moreno Valley has two public school districts, Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD). The MVUSD has 23 Elementary Schools, 6 Middle Schools, 4 Comprehensive High Schools, 1 Charter School, 1 Adult School, 1 Pre-School Head-Start, and 1 Academic Center with a combined total of 36,500 enrolled students. The VVUSD (includes Perris, Mead Valley and Moreno Valley) has 1 Pre-School, 13 Elementary Schools, 4 Middle Schools, 3 High Schools, and 1 Continuation High School with a combined total of 19,600 enrolled students. Moreno Valley is also home to one of the Riverside Community College campuses with approximately 10,000 enrolled students.

Funding Requested / Goals and objective:

The Moreno Valley Police Department seeks $69,918.00 from the Department of Alcoholic Beverage Control (ABC) for general support of our Minor Decoy/Shoulder Tap Programs. We are most grateful for the support we have received from ABC for the grant period of August 2006 through May 2008. We believe this proposal for the grant period of July 2011 through June 2012 is of comparable interest to ABC in this specialized field of law enforcement. The City of Moreno Valley contracts with the Riverside County Sheriff's Department. The straight time rate for an officer is $121.97 per hours and the overtime rate is $54.39 per hour. Therefore the operations are worked on overtime basis in order to get the most out of the awarded funds.

In August of 2006, the Moreno Valley Police Department was awarded an ABC Minor Decoy and Shoulder Tap Grant that was implemented by the Moreno Valley Police Department's Problem Oriented Policing (POP) Team. The POP Team comprised of one sergeant, nine officers, and two community service officers.

During the grant period, the POP Team Sergeant: 1) announced the start of the Minor Decoy/Shoulder Tap Programs, 2) announced the number of licensed premises who sold to the minor decoy and/or the number of adults arrested for purchasing alcoholic beverages to the minor decoy, 3) faxed a copy of each press release to ABC, 4) monitored the time frames in the grant, 5) maintained costs within the approved amounts of each category, 6) maintained adequate records for validation of project progress and accountability for all funds expended on the project, and 7) submitted the required project reports to ABC.

The Moreno Valley Police Department is committed to following the above listed guidelines as well as conducting eighteen (18) Minor Decoy and eight (8) Shoulder Tap operations within the ABC Minor Decoy/Shoulder Tap Grant period of July 2011 through June of 2012. If awarded the grant, On-Sale and Off-Sale ABC licensed establishments in the City of Moreno Valley will be visited during Minor Decoy and/or Shoulder Tap operations. In addition, the Moreno Valley Police Department will host one Licensee Education on Alcohol and Drugs (LEAD) class for licensees located within the City of Moreno Valley. In accordance with the ABC grant, this training will be provided by ABC's Training/LEAD Unit.

The Moreno Valley Police Department's Minor Decoy/Shoulder Tap Program seeks to implement a strict, honest, impartial, and uniform enforcement of the liquor laws in Moreno Valley. In addition, the Riverside County District Attorney's Office has pledged their support in the prosecution of arrests arising out of ABC related Minor Decoy/Shoulder Tap operations.

Problem Statement:

There are approximately 157 off sale and on sale A.B.C. licensed establishments within the City of Moreno Valley. Although most avoid the attention of the Moreno Valley Police Department, a few do cause an inordinate amount of calls for service. Several problem licensees that would be targeted with additional enforcement programs funded by this grant caused numerous direct calls for service that were directly related to minors being furnished alcohol unlawfully.

Some such establishments contributing to the furnishing/selling of alcohol to minors that are responsible for a disproportionate amount of calls for service are the numerous Bars, nightclubs, and liquor stores located within the city. The time spent by the Moreno Valley Police Department dealing with the alcohol-related problems occurring at these locations could be better spent helping the community with other issues. In addition, the citizens of Moreno valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (D.U.I's), batteries, assaults, and many other disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Moreno Valley Police Department has conducted numerous operations in the past with ABC grants, and if history repeats itself, we will find that licensees throughout the entire city will unlawfully sell alcohol to minors. Establishments such as grocery stores, liquor stores, and gas stations will be affected. However, we have also discovered that the percentage of higher unlawful alcohol sales to minors tends to occur more frequently at gas stations because this is where wayward juveniles tend to congregate. Second to these gas stations are liquor stores that are steadily busy with several customers walking in and out of the store, thereby creating a distraction for clerks whom are normally

the only source of enforcement of such activity.

In a time period of July 1, 2009 to June 31, 2010, the Moreno Valley Police Department responded to 905 calls for service involving public intoxication. In 2010, the Moreno Valley Police Department wrote 120 citations for violation of city Municipal Code 11.04.060 (Drinking an Alcohol Beverage in Public). A majority of these citations were written within the proximity of ABC licensed businesses. From 2006-2010 the Moreno Valley Police Department has responded to an annual average of 6132 calls for service directly related to party and noise enforcement. A large portion of the party and noise enforcement calls for service involve residential parties that involve minors in possession of alcohol.

Based on the 2009 rankings published by the California Office of Traffic Safety, among the 56 cities in Group B (100,001 to 250,000), Moreno Valley ranked 25 out of 56 cities for victims killed and injured in alcohol involved collisions. This means Moreno Valley has the 25th highest rate of victims killed and injured in alcohol involved collisions. In addition, Moreno Valley ranked 9/56 for DUI collisions involving drivers under the age of 21 and 13/56 for drivers in the 21 to 34 age group. In 2009, the Moreno Valley Police Department made a total of 618 DUI arrests.

Project Description:

Sworn officers will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The coordinators will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One non-sworn Community Service Officer (CSO) will assist the coordinators by gathering information important in the identification of problematic ABC licensed businesses. The CSO will also be responsible for keeping records on the progress of the operations so that periodic evaluations can be conducted.

The Moreno Valley Police Department will be issuing press releases to inform the community that the Moreno Valley Police Department is continuing its ongoing efforts to thwart the unlawful selling and purchasing of alcohol that involves minors. These press releases will be distributed as required by the grant, and faxed copies of these press releases will be routed to ABC s public information officer as well.

The Moreno Valley Police Department is committed to the programs developed under the "Minor Decoy" and "Shoulder Tap" programs. We have learned much from working with A.B.C. and hope to be afforded the opportunity to work with them in the next "Minor Decoy," "Shoulder Tap," Program Grant year, 2011-2012. We will continue to include A.B.C. in all our operations and will also solicit the help of other governmental agencies when appropriate. It is our intent to keep the community safe, informed, and involved in the fight against problematic A.B.C. licensed establishments, under aged alcohol consumption, and abuse.

Project Personnel:

This grant proposal, prepared by the Problem Oriented Policing Unit (P.O.P. Team), will be supervised by the P.O.P. sergeant (Project Director), currently Sergeant Mooney. The supervising sergeant or Project Director will be responsible for the following: 1) Monitoring time frames in the contract. 2) Maintaining costs within the approved amounts of each category. 3) Maintaining adequate records for validation of project progress and accountability for all funds expended on the

project. 4) Submission of required project reports and, 5) Conducting project evaluation.

In addition to the P.O.P. Sergeants, nine sworn Officers and one Community Service Officer will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The officers will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One-non sworn Community Service Officer (CSO) will assist the officers by gathering information important in the identification of problematic ABC licensed businesses.

During the past year the City of Moreno Valley has been dealing with the ongoing state budget issues. The Moreno Valley Police Department has been impacted by this current issue. The acceptance of this grant would improve the ongoing efforts the Moreno Valley Police Department has in place in the proactive enforcement of A.B.C. establishments. The funding would allow us to increase monitoring of the unlawful alcohol sales to minors, and create a strong deterrent to future violations.

The Moreno Valley Police Department has a strong working relationship with numerous governmental agencies and community action committees. We look forward to getting as many as possible involved in the campaign to prevent minors from obtaining alcohol from business licensees. We welcome the assistance of any other agencies that wish to assist us with the enforcement, and education of the public and business owners, of this growing problem that plagues communities across America today.

BUDGET DETAIL

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (straight time salaries, overtime, and benefits)	
The City of Moreno Valley contracts with the Riverside County Sheriff's Department for a full service police department. The straight time rate is $121.97 per hour and the overtime rate is $54.39 per hour. Therefore, the operations are worked on an overtime basis in order to get the most out of the awarded funds. (1) Sergeant: straight time: $82.42, overtime: $80.02 (5) Officer: straight time: $121.97, overtime: $54.39 (1) Community service officer- straight time: $41.94, overtime: $39.20 GAP Training hours – (2) officer straight time for 24 hours	Sergeant = $12,483.12 Officers = $42,424.20 CSO = $6,115.20 (2)Officer for GAP training. = $5854.56
TOTAL PERSONNEL SERVICES	$66,877.08
B. Operating Expenses (maximum $2,500)	
Twenty six operations with $40.00 "buy money" per operation is a total of $1040.00	
TOTAL OPERATING EXPENSES	$1,040.00
C. Equipment (maximum $2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice) None	
TOTAL EQUIPMENT	$0.00
D. Travel Expense/Registration Fees (maximum $2,000)	
(Registration fee for July 2011 GAP Conference attendees is $200 each) Travel, per diem and lodging for the July GAP Conference.	$400.00 $1600.00
TOTAL TRAVEL EXPENSE	$2,000.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	$69,918.00

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. **(Round all budget amounts to the nearest dollar.)**

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	$66,877.08		$66,877.00
Operating Expenses	$1,040.00		$1,040.00
Travel/Registration Fees	$2,000.00		$2,000.00
Equipment			
TOTALS	$69,918.00		69,918.00

(This form does not become part of the contract)

REQUEST FOR PROPOSALS
RATING FORM

APPLICANT: _____

FUNDS REQUESTED: _____

INSTRUCTIONS TO RATER: The rating form is divided into six categories with a maximum point value assigned to each category. Rate each category based on the applicant's response in the request for proposal. You may use the comments line to give more detail. Once you have rated the request for proposal, total the points at the bottom. The maximum points an applicant agency can receive is 100 points.

CATEGORY:

SUMMARY – (15 POINTS MAXIMUM)

Does applicant describe the department's size, structure, staffing, number of ABC licenses, demographics of jurisdiction, and goals and objectives?

Points Received_____

Comments:_____

PROBLEM STATEMENT – (25 POINTS MAXIMUM)

Does applicant clearly identify the area to be served, specific problematic ABC licensed locations, community concerns, and other factors that contribute to the problem?

Points Received_____

Comments:_____

PROJECT DESCRIPTION – (25 POINTS MAXIMUM)

Does applicant clearly state the goals and objectives in full detail? Are objectives measurable, realistic, and related to a time frame? Are ABC enforcement strategies utilized (example, LEAD, IMPACT, Minor Decoy, Shoulder Tap, Trapdoor, etc.)

Points Received_____

Comments:_____

PROJECT PERSONNEL – (25 POINTS MAXIMUM)

Does applicant clearly describe the staffing required to carry out grant objectives and activities as supported by the proposed budget? Does it include the names of the Unit/Division responsible for the project?

Points Received_____

Comments: _____

BUDGET DETAIL – (5 POINTS)

Is the budget estimate page completed? **5 Points** ____

OTHER FUNDING SOURCES – (5 POINTS)

Is the other funding sources page completed? **5 Points** ____

TOTAL POINTS (100 POINTS MAXIMUM):_____

_____ _____

NAME DATE

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MV00099515

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500)

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

BACKGROUND

The Kitching Street Improvements Project widens Kitching Street from two to four lanes from Gentian Avenue to Alessandro Boulevard.

On June 24, 2009, the City Council approved the Kitching Street project as a three-phase project as part of the FY 09/10 CIP Budget. Two of the three phases were funded. Phase 1 includes utility relocation and design services for the entire length of the project. Phase 2 improves Kitching Street from Cactus Avenue to Alessandro Boulevard by upgrading Kitching Street to four lanes and installing a signal at Cactus Avenue. Phase 3 improves Kitching Street from Gentian Avenue to Cactus Avenue

from two lanes to four lanes at a future time, subject to the availability of funding for construction.

Phase 2 work has been completed and was accepted by the City Council at its meeting on January 25, 2011, for inclusion into the City's Maintained Road System.

The next step is to complete the remaining utility relocation and design work for Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue. The goal is to have Phase 3 of the project in 'Shovel Ready' condition for construction, subject to availability of future funding.

DISCUSSION

Phase 3 of the project requires relocation of existing SCE facilities at the intersection of Kitching Street and Delphinium Avenue. SCE retains 'prior rights' since their facilities are located within SCE's easement. Consequently, the cost of relocating SCE's facilities is the City's responsibility.

The relocation work includes removal of one wood guy pole with its companion span guys, down guys and anchors that are to be replaced with a 35-foot tubular steel pole (TSP) with span guys. By removing existing down guys and anchors within the proposed asphalt pavement area of the street right of way, widening of the street to four lanes can be accomplished at a future time when funding becomes available.

To date, the majority of conflicting SCE, EMWD, Verizon and Time Warner facilities within the project limits have already been relocated. After relocation of the subject SCE facilities at the Kitching Street/Delphinium Avenue intersection, remaining minor utility-related adjustments will be accomplished during construction of the Phase 3 improvements, because such adjustments can only be accomplished after grading and paving is complete.

The City previously made a deposit payment of $35,000 (Purchase Order No. 38653) for the design and procurement of long-lead custom-manufactured TSP. SCE's estimated cost for engineering, procurement, manufacturing, and installation of TSP is $149,000. Therefore, an additional $114,000 is due to SCE for these relocation activities.

This work will be carried out by SCE on a time and materials or actual cost basis. Upon completion of the work, SCE may refund the unused portion of the City's payment or it may invoice the City for any additional costs incurred beyond the City's payments. Since the work by SCE is on an actual cost basis, there is a potential for the final cost to be higher than the initial cost estimate. Accordingly, besides the $114,000 due to SCE, an additional 10% contingency in the amount of $11,400 is requested, increasing the total not-to-exceed amount for Purchase Order No. 38653 from $35,000 to $160,400.

ALTERNATIVES

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not authorize of the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and do not authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will delay the project.*

FISCAL IMPACT

The project is included in Fiscal Year 2010/2011 Capital Improvement Project Budget. It is funded by 2005 Lease Revenue Bond funds (Fund 501). Funding for this project is restricted to capital improvements for arterial street widening. There is no impact to the General Fund.

FY 2010 / 2011 PROJECT BUDGET:
Kitching Street from Alessandro Boulevard to Gentian Avenue
2005 Lease Revenue Bond (Account No. 501.82425).....$1,640,000

FY 2010 / 2011 PROJECT COSTS:

Phase 1 and 2 Project Construction and Closeout Costs.....	$1.385,000
Complete Design for Phase 3 Improvements.....	$90,000
SCE Facilities Relocation Costs for Phase 3 Improvements.....	$160,400
Total Project Costs	$1,635,400

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This action authorizes a Change Order to increase Purchase Order No. 38653 to SCE by the amount of $125,400 for the engineering, procurement, manufacturing, and installation of a tubular steel pole (TSP). The TSP will be installed by Southern California Edison at Kitching Street/Delphinium intersection and will allow construction of Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue to be completed in the future subject to the availability of funding.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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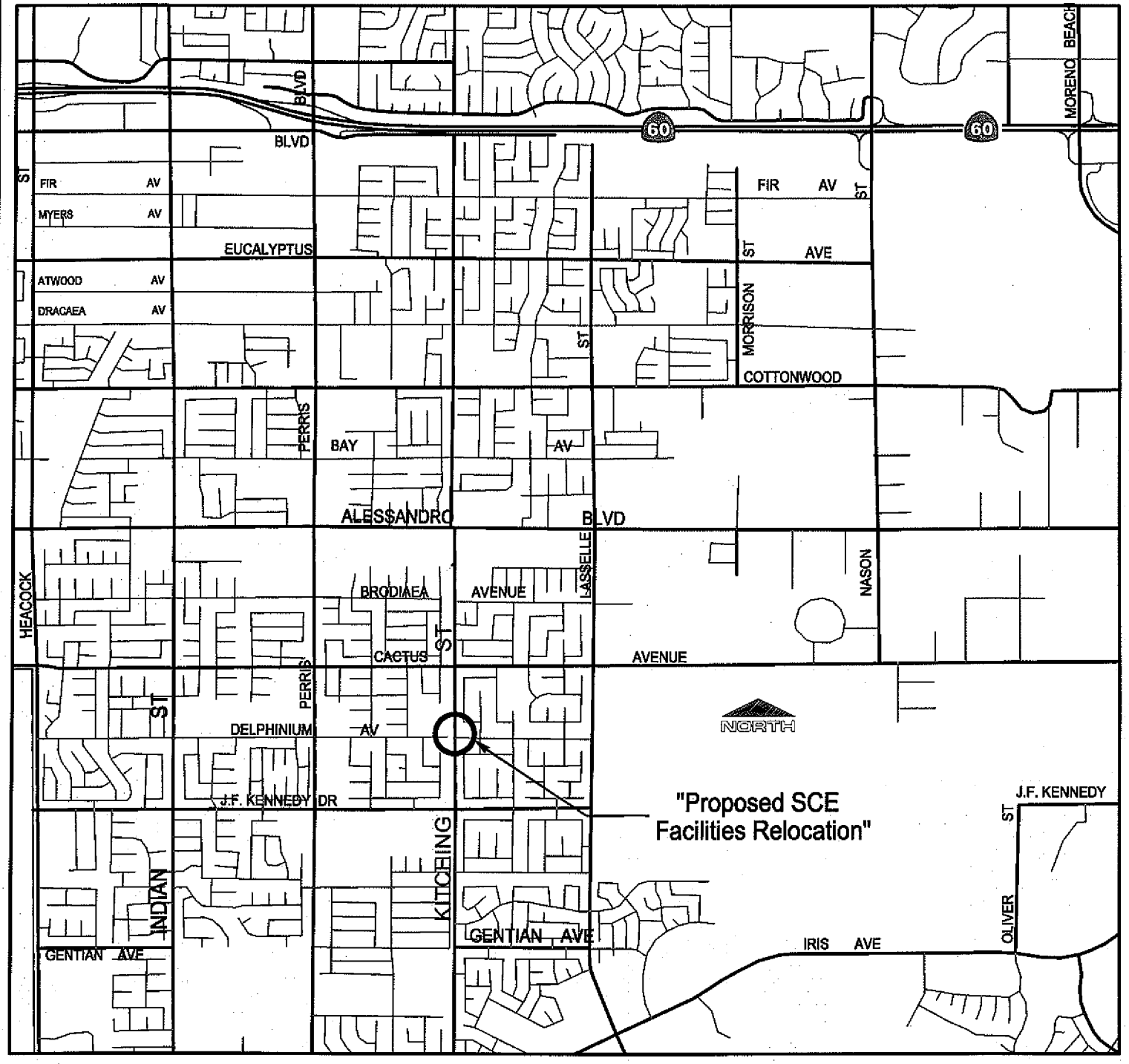

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

SCE FACILITIES RELOCATION AT
KITCHING STREET/DELPHINIUM INTERSECTION
FOR KITCHING STREET IMPROVEMENTS FROM
GENTIAN AVENUE TO CACTUS AVENUE
PROJECT NO. 07-50182425

Attachment "A"

Item No. A.6

MV00099520

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MV00099521

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR JANUARY, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-28
Check Register for Month of January, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF JANUARY, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period January 1, 2011 through January 31, 2011, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period January 1, 2011 through January 31, 2011, in the total amount of $12,324,061.41 is approved.

APPROVED AND ADOPTED this 22nd day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

BEMUS LANDSCAPE, INC.				
1/31/2011	881973	39,148.55		
			LANDSCAPE MAINT-E4	55.63
			LANDSCAPE MAINT-E4	64.50
			LANDSCAPE MAINT-E4	6,692.26
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
Vendor Total		**39,148.55**		
FYTD for BEMUS LANDSCAPE, INC.		**334,630.49**		
BRUCE W.HULL, MAI				
1/24/2011	205954	25,000.00		
			APPRAISAL SVCS-CFD 4	25,000.00
Vendor Total		**25,000.00**		
FYTD for BRUCE W.HULL, MAI		**25,000.00**		
BUDGET ENTERPRISES, INC.				
1/10/2011	205810	29,430.50		
			CITY HALL WINDOW TINT PROJ	29,430.50
Vendor Total		**29,430.50**		
FYTD for BUDGET ENTERPRISES, INC.		**29,430.50**		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
1/14/2011	2788	33,797.26		
			STATE INCOME TAX W/H 1/14/11	33,797.26
1/28/2011	2796	31,996.00		
			STATE INCOME TAX W/H 1/28/11	31,996.00
Vendor Total		**65,793.26**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**656,332.61**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
1/24/2011	881942	217,392.09		
			DISTRIBUTIONS CHARGES	182,494.95
			SPCL/TEMP CHARGES	10,340.00
			BAD DEBT DEDUCTION	-257.22
			ONLINE UTILITY SVCS	203.97
			CABINET LEASE-INDIAN	29.67
			CABINET LEASE-INDIAN	1,220.33
			CABINET LEASE-IRIS	47.14
			CABINET LEASE-IRIS	1,202.86
			ELECTRIC METER CHARGES	21,752.00
			PRINTED MATERIALS	358.39
Vendor Total		**217,392.09**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,372,719.94**		
GUIDA SURVEYING, INC.				
1/18/2011	881908	25,252.00		
			IRONWOOD AVE/INDIAN BASIN PROJ	14,960.00
			DAY ST IMPRVMNTS PROJ SVCS	10,292.00
Vendor Total		**25,252.00**		
FYTD for GUIDA SURVEYING, INC.		**85,986.00**		
H & H GENERAL CONTRACTORS				
1/31/2011	206118	171,530.10		
			MV UTIL. PROJ CONSTRUCT. SVCS	107,727.30
			MV UTIL. PROJ CONSTRUCT. SVCS	63,802.80
Vendor Total		**171,530.10**		
FYTD for H & H GENERAL CONTRACTORS		**171,530.10**		
HILLCREST CONTRACTING, INC				
1/18/2011	881909	183,063.83		
			KITCHING ST IMPRVMNT PROJ	5,157.58
			KITCHING ST IMPRVMNT PROJ	177,906.25
1/31/2011	881983	298,108.70		
			DAY ST IMPRVMNTS PROJ SVCS	298,108.70
Vendor Total		**481,172.53**		
FYTD for HILLCREST CONTRACTING, INC		**2,537,305.75**		
HUNTINGTON BEACH HONDA				
1/24/2011	205999	27,299.20		
			MOTORCYCLE RPLCMNT-POLICE	14,204.00
			DOC FEE-POLICE	55.00
			CA TIRE FEE-POLICE	3.50
			EQUIPMENT-POLICE	6,540.49
			INSTALLATION/PAINTING-POLICE	4,300.00
			SALES TAX-POLICE	2,196.21
Vendor Total		**27,299.20**		
FYTD for HUNTINGTON BEACH HONDA		**27,299.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE					
	1/14/2011	2787	130,796.36		
				FED INCOME TAX W/H 1/14/11	130,796.36
	1/28/2011	2795	134,868.39		
				FED INCOME TAX W/H 1/28/11	134,868.39
	Vendor Total		**265,664.75**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		
MIRACLE PLAYGROUND SALES					
	1/24/2011	881951	176,943.13		
				DEMO/INSTALL PLAYGRND EQUIP	109,331.76
				DEMO/INSTALL PLAYGRND EQUIP	47,869.74
				CA SALES TAX	8,727.49
				SHIPPING CHGS	11,014.14
	Vendor Total		**176,943.13**		
FYTD for MIRACLE PLAYGROUND SALES			**176,943.13**		
MORENO VALLEY UTILITY					
	1/25/2011	206075	53,779.13		
				ELECTRICITY	150.18
				ELECTRICITY	851.39
				ELECTRICITY	271.07
				ELECTRICITY	2,118.53
				ELECTRICITY	10,312.01
				ELECTRICITY	10,099.88
				ELECTRICITY	2,738.23
				ELECTRICITY	4,858.26
				ELECTRICITY	831.59
				ELECTRICITY	133.19
				ELECTRICITY	12,103.03
				ELECTRICITY	7,021.04
				ELECTRICITY	196.14
				ELECTRICITY	144.98
				ELECTRICITY	93.20
				ELECTRICITY	69.90
				ELECTRICITY	69.90
				ELECTRICITY	141.89
				ELECTRICITY	79.37
				ELECTRICITY	1,495.35
	Vendor Total		**53,779.13**		
FYTD for MORENO VALLEY UTILITY			**526,697.08**		
PERS HEALTH INSURANCE					
	1/7/2011	110102	215,602.65		
				EMPLOYEE HEALTH INS 1/7/11	215,602.65
	Vendor Total		**215,602.65**		
FYTD for PERS HEALTH INSURANCE			**1,389,737.64**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT					
	1/21/2011	2789	194,802.98		
				PERS RETIREMENT 1/21/11	194,802.98
	1/7/2011	2779	199,055.90		
				PERS RETIREMENT 1/7/11	199,055.90
	Vendor Total		**393,858.88**		
FYTD for PERS RETIREMENT			**2,974,953.79**		
PITASSI ARCHITECTS, INC					
	1/10/2011	881888	43,006.63		
				CORPORATE YARD FACILITY PROJ	43,006.63
	Vendor Total		**43,006.63**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110107	46,305.01		
				RETENTN PYMT PER ESCROW AGRMNT	46,305.01
	1/31/2011	881988	666,378.90		
				IRONWOOD AVE/INDIAN BASIN PROJ	41,983.20
				IRONWOOD AVE/INDIAN BASIN PROJ	153,101.83
				IRONWOOD AVE/INDIAN BASIN PROJ	42,521.35
				IRONWOOD AVE/INDIAN BASIN PROJ	428,772.52
	Vendor Total		**712,683.91**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF					
	1/18/2011	881916	2,758,449.61		
				CONTRACT LAW ENF BILL # 3	44,172.56
				CONTRACT LAW ENF BILL # 3	277.89
				CONTRACT LAW ENF BILL # 3	1,569,303.99
				CONTRACT LAW ENF BILL # 3	67,302.19
				CONTRACT LAW ENF BILL # 3	332,039.09
				CONTRACT LAW ENF BILL # 3	6,375.60
				CONTRACT LAW ENF BILL # 3	61,080.61
				CONTRACT LAW ENF BILL # 3	5,429.61
				CONTRACT LAW ENF BILL # 3	75,194.74
				CONTRACT LAW ENF BILL # 3	961.84
				CONTRACT LAW ENF BILL # 3	166,479.31
				CONTRACT LAW ENF BILL # 3	3,390.64
				CONTRACT LAW ENF BILL # 3	275,054.27
				CONTRACT LAW ENF BILL # 3	5,921.74
				CONTRACT LAW ENF BILL # 3	34,273.57
				CONTRACT LAW ENF BILL # 3	271.04
				CONTRACT LAW ENF BILL # 3	43,570.90
				CONTRACT LAW ENF BILL # 3	937.99
				CONTRACT LAW ENF BILL # 3	35,144.43
				CONTRACT LAW ENF BILL # 3	1,955.42
				CONTRACT LAW ENF BILL # 3	28,831.13
				CONTRACT LAW ENF BILL # 3	481.05
	1/31/2011	881989	2,612,636.73		
				CONTRACT LAW ENF BILL # 4	43,966.29
				CONTRACT LAW ENF BILL # 4	638.56
				CONTRACT LAW ENF BILL # 4	1,476,007.46
				CONTRACT LAW ENF BILL # 4	58,161.90
				CONTRACT LAW ENF BILL # 4	338,114.62
				CONTRACT LAW ENF BILL # 4	5,585.36
				CONTRACT LAW ENF BILL # 4	47,355.97
				CONTRACT LAW ENF BILL # 4	9,211.25
				CONTRACT LAW ENF BILL # 4	72,048.74
				CONTRACT LAW ENF BILL # 4	1,354.32
				CONTRACT LAW ENF BILL # 4	151,843.66
				CONTRACT LAW ENF BILL # 4	2,484.24
				CONTRACT LAW ENF BILL # 4	305,308.47
				CONTRACT LAW ENF BILL # 4	7,427.96
				CONTRACT LAW ENF BILL # 4	33,822.28
				CONTRACT LAW ENF BILL # 4	226.16
				CONTRACT LAW ENF BILL # 4	38,730.49
				CONTRACT LAW ENF BILL # 4	20,349.00
	Vendor Total		**5,371,086.34**		
FYTD for RIVERSIDE COUNTY SHERIFF			**15,070,633.49**		
SHELL ENERGY NORTH AMERICA (US) L.P.					
	1/24/2011	206043	468,994.40		
				ELECTRICAL ENERGY PURCHASE	468,994.40
	Vendor Total		**468,994.40**		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.			**4,116,830.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/3/2011	205788	40,302.98		
				ELECTRICITY	275.11
				ELECTRICITY	11,977.29
				ELECTRICITY	5,234.12
				ELECTRICITY	38.34
				ELECTRICITY	1,751.14
				ELECTRICITY	4,482.44
				ELECTRICITY	285.81
				ELECTRICITY	9,260.73
				ELECTRICITY	498.85
				ELECTRICITY	335.87
				ELECTRICITY	2,950.73
				ELECTRICITY	503.34
				ELECTRICITY	940.49
				ELECTRICITY	672.49
				ELECTRICITY	188.83
				ELECTRICITY	345.68
				ELECTRICITY	22.57
				ELECTRICITY	105.22
				ELECTRICITY	181.04
				ELECTRICITY	163.53
				ELECTRICITY	89.36
	1/3/2011	205789	31,278.74		
				WDAT CHARGES-SUBSTATION	10,447.31
				WDAT CHARGES-FREDERICK	2,386.62
				WDAT CHARGES-NANDINA	3,199.07
				WDAT CHARGES-GLOBE	8,684.55
				WDAT CHARGES-GRAHAM	3,935.97
				WDAT CHARGES-IRIS	2,625.22
	1/18/2011	205911	136,567.18		
				ELECTRICITY	23.06
				ELECTRICITY	260.91
				ELECTRICITY	45.63
				ELECTRICITY	709.03
				ELECTRICITY	1,012.99
				ELECTRICITY	1,473.45
				ELECTRICITY	95,604.30
				ELECTRICITY	36,719.41
				ELECTRICITY	368.26
				ELECTRICITY	92.28
				ELECTRICITY	24.38
				ELECTRICITY	25.99
				ELECTRICITY	65.46
				ELECTRICITY	98.06
				ELECTRICITY	43.97
	1/25/2011	206076	33,175.97		
				ELECTRICITY	526.31
				ELECTRICITY	218.90
				ELECTRICITY	47.13
				ELECTRICITY	5,857.01
				ELECTRICITY	1,060.58
				ELECTRICITY	192.86

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	2,381.91
			ELECTRICITY	19.18
			ELECTRICITY	2,506.80
			ELECTRICITY	558.12
			ELECTRICITY	1,664.77
			ELECTRICITY	721.57
			ELECTRICITY	863.69
			ELECTRICITY	140.12
			ELECTRICITY	3,741.18
			ELECTRICITY	1,010.57
			ELECTRICITY	1,145.53
			ELECTRICITY	22.57
			ELECTRICITY	387.77
			ELECTRICITY	5,761.71
			ELECTRICITY	1,736.44
			ELECTRICITY	255.45
			ELECTRICITY	264.70
			ELECTRICITY	859.11
			ELECTRICITY	143.70
			ELECTRICITY	187.03
			ELECTRICITY	31.62
			ELECTRICITY	21.84
			ELECTRICITY	168.75
			ELECTRICITY	213.66
			ELECTRICITY	147.51
			ELECTRICITY	199.58
			ELECTRICITY	90.54
			ELECTRICITY	27.76
	Vendor Total	**241,324.87**		
FYTD for SOUTHERN CALIFORNIA EDISON		**1,759,082.07**		
STANDARD INSURANCE CO				
1/25/2011	206077	29,819.16		
			LIFE & DISABILITY INSURANCE	11,662.68
			LIFE & DISABILITY INSURANCE	-68.37
			LIFE & DISABILITY INSURANCE	18,236.93
			LIFE & DISABILITY INSURANCE	-12.08
	Vendor Total	**29,819.16**		
FYTD for STANDARD INSURANCE CO		**227,964.72**		
STK ARCHITECTURE, INC.				
1/24/2011	881962	85,849.08		
			MORRISON PRK FIRE STATION PROJ	85,849.08
	Vendor Total	**85,849.08**		
FYTD for STK ARCHITECTURE, INC.		**270,740.17**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. BANK/CALCARDS					
	1/6/2011	110103	112,826.10		
				CALCARD PMT CYCLE END 12/22/10	112,826.10
	1/20/2011	110104	95,683.24		
				CALCARD PYMT CYCLE END 1/7/11	95,683.24
	Vendor Total		**208,509.34**		
FYTD for U.S. BANK/CALCARDS			**1,121,345.00**		
WELLS FARGO CORPORATE TRUST					
	1/25/2011	110110	1,023,839.98		
				INT PYMT-2007 TAB SERIES A	1,023,839.98
	Vendor Total		**1,023,839.98**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.					
	1/18/2011	205932	741,529.00		
				TUMF FEES	235,161.00
				TUMF FEES	506,368.00
	Vendor Total		**741,529.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			**953,476.08**		
WRCRCA					
	1/18/2011	205933	33,159.00		
				DEC-10 RESIDENTIAL FEES	33,159.00
	Vendor Total		**33,159.00**		
FYTD for WRCRCA			**1,271,213.38**		
	Subtotal		**11,147,668.48**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN $25,000				
EXCLUSIVE RM AUTHORITY OF CA				
1/10/2011	205799	10,000.00		
			GENERAL MATTERS	10,000.00
Vendor Total		**10,000.00**		
FYTD for EXCLUSIVE RM AUTHORITY OF CA		**10,000.00**		
3E COMPANY				
1/10/2011	205800	3,907.00		
			SUBSCRIPTION LICENSE/RENEWAL	3,907.00
Vendor Total		**3,907.00**		
FYTD for 3E COMPANY		**3,907.00**		
A & I REPROGRAPHICS 2406362				
1/3/2011	205745	765.17		
			RPRGRPHC SVCS-PERRIS BL WIDEN	765.17
1/10/2011	205801	330.92		
			RPRGRPHCS-SHADOW MTN PARK PROJ	248.19
			RPRGRPHCS-SHADOW MTN PARK PROJ	82.73
1/18/2011	205840	665.44		
			RPRGRPHC SVCS-BRIDGE MAINT PRJ	665.44
1/31/2011	206078	860.37		
			RPRGRPHC SVCS-PERRIS BL WIDEN	265.40
			RPRGRPHC SVCS-SR60/NASON PROJ	594.97
Vendor Total		**2,621.90**		
FYTD for A & I REPROGRAPHICS 2406362		**21,019.27**		
A COMING OF AGE FOSTER FAMILY AGENCY				
1/18/2011	205841	200.00		
			REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		**200.00**		
FYTD for A COMING OF AGE FOSTER FAMILY AGENCY		**200.00**		
ACCESS SECURITY CONTROLS INT., INC.				
1/10/2011	205802	75.00		
			MONITORING SVCS-ERC	75.00
1/24/2011	205938	985.00		
			MONITORING SVCS-GOLF COURSE	75.00
			MONITORING SVCS-S/MEAD MIDDLE	75.00
			MONITORING SVCS-ASES STARS	75.00
			MONITORING SVCS-FS #58	760.00
Vendor Total		**1,060.00**		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		**5,042.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACCOUNTEMPS					
	1/31/2011	206079	2,214.81		
				TEMP SVCS-V ARGUTA W/E 12/24	2,214.81
	Vendor Total		**2,214.81**		
FYTD for ACCOUNTEMPS			**7,155.45**		
ACT MEDIATION					
	1/18/2011	205842	0.00		
				MEDIATION -CASE# RIC 10017492	2,900.00
				VOIDED CHECK #205842 ON1/24/11	-2,900.00
	1/18/2011	205843	5,800.00		
				MEDIATION -CASE# RIC 10017492	5,800.00
	Vendor Total		**5,800.00**		
FYTD for ACT MEDIATION			**5,800.00**		
ADAMS, MARK L.					
	1/3/2011	881812	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ADAMS, MARK L.			**2,231.11**		
ADDICTION MEDICINE CONSULTANTS, INC.					
	1/31/2011	206080	1,375.00		
				DRUG/ALCOHOL TESTING PRGM	1,375.00
	Vendor Total		**1,375.00**		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.			**1,375.00**		
ADDUS HEALTH CARE					
	1/3/2011	205746	500.00		
				REFUND-RNTL DEP 12/13	500.00
	Vendor Total		**500.00**		
FYTD for ADDUS HEALTH CARE			**500.00**		
ADLERHORST INTERNATIONAL INC.					
	1/18/2011	881892	283.34		
				TRAINING FOR PATROL CANINES	283.34
	Vendor Total		**283.34**		
FYTD for ADLERHORST INTERNATIONAL INC.			**18,857.09**		
ADMINSURE					
	1/31/2011	206081	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**18,200.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
1/10/2011	881876	390.00		
			ICE MACHINE MAINT-FS #2	185.00
			ICE MACHINE MAINT-FS #2	10.00
			ICE MACHINE MAINT-FS #65	185.00
			ICE MACHINE MAINT-FS #65	10.00
1/24/2011	881933	1,238.00		
			ICE MACHINE MAINT-FS #58	1,043.00
			ICE MACHINE MAINT-PSB	195.00
	Vendor Total	**1,628.00**		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		**16,596.00**		
ADVANCED ELECTRIC				
1/31/2011	206082	496.00		
			ELECTRICAL REPAIRS-CONF & REC	124.00
			RETROFIT LAMPS @ CITY HALL	372.00
	Vendor Total	**496.00**		
FYTD for ADVANCED ELECTRIC		**7,241.60**		
ADVANTAGE BUSINESS EQUIPMENT, INC				
1/31/2011	206166	153.31		
			BLANK CHECK STOCK-A/P	153.31
	Vendor Total	**153.31**		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		**1,022.20**		
AEI-CASC ENGINEERING				
1/24/2011	881934	1,036.00		
			PROF CONSULTING SVCS-WQMP	1,036.00
	Vendor Total	**1,036.00**		
FYTD for AEI-CASC ENGINEERING		**10,298.04**		
AGUIRRE, LEONOR S				
1/10/2011	205803	1,650.00		
			MOVING EXPENSES-PERRIS BL PROJ	1,650.00
	Vendor Total	**1,650.00**		
FYTD for AGUIRRE, LEONOR S		**1,650.00**		
AHLERS, ROSCEAL				
1/18/2011	205844	152.00		
			INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total	**152.00**		
FYTD for AHLERS, ROSCEAL		**608.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALBERTO'S MEXICAN FOOD					
	1/31/2011	206083	55.97		
				REFUND-BUS LIC OVRPMT	55.97
	Vendor Total		**55.97**		
FYTD for ALBERTO'S MEXICAN FOOD			**55.97**		
ALCORN FENCE COMPANY					
	1/24/2011	205939	22.34		
				REFUND-BUS.LIC OVERPYMT	22.34
	Vendor Total		**22.34**		
FYTD for ALCORN FENCE COMPANY			**22.34**		
ALESSANDRO SMOG TEST ONLY					
	1/24/2011	205940	39.00		
				REFUND-BUS.LIC OVERPYMT	39.00
	Vendor Total		**39.00**		
FYTD for ALESSANDRO SMOG TEST ONLY			**39.00**		
ALL PRO MEDICAL GROUP, INC					
	1/24/2011	205941	40.44		
				REFUND-BUS.LIC OVERPYMT	40.44
	Vendor Total		**40.44**		
FYTD for ALL PRO MEDICAL GROUP, INC			**40.44**		
ALLIANCE BUS LINES INC					
	1/10/2011	205804	257.64		
				TRANSPORTATION SVCS-CHILDS PLC	48.88
				TRANSPORTATION SVCS-CHILDS PLC	208.76
	Vendor Total		**257.64**		
FYTD for ALLIANCE BUS LINES INC			**7,109.27**		
ALLIANZ LIFE INSURANCE CO					
	1/18/2011	205845	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**525.00**		
ALVAREZ, ESPERANZA					
	1/24/2011	205942	300.00		
				REFUND-RNTL DEP 10/23	300.00
	Vendor Total		**300.00**		
FYTD for ALVAREZ, ESPERANZA			**300.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMAZING DISCOUNT STORE					
	1/24/2011	205943	36.00		
				REFUND-BUS.LIC OVERPYMT	36.00
	Vendor Total		**36.00**		
FYTD for AMAZING DISCOUNT STORE			**36.00**		
AMERICA VIETNAM REALTY & FINANCE					
	1/31/2011	206084	22.60		
				REFUND-BUS LIC OVRPMT	22.60
	Vendor Total		**22.60**		
FYTD for AMERICA VIETNAM REALTY & FINANCE			**22.60**		
AMERICAN FORENSIC NURSES					
	1/18/2011	881893	1,191.32		
				BLOOD DRAWS	82.16
				BLOOD DRAWS	1,109.16
	1/24/2011	881935	41.08		
				BLOOD DRAWS	41.08
	1/31/2011	881972	1,550.64		
				BLOOD DRAWS	1,550.64
	Vendor Total		**2,783.04**		
FYTD for AMERICAN FORENSIC NURSES			**17,643.42**		
AMERICAN TOWERS					
	1/10/2011	205805	2,573.48		
				LEASE AGREEMENT	2,573.48
	Vendor Total		**2,573.48**		
FYTD for AMERICAN TOWERS			**10,293.92**		
AMINO, MARCIA					
	1/24/2011	205944	169.76		
				REFUND-CANDIDATE STMNT	169.76
	Vendor Total		**169.76**		
FYTD for AMINO, MARCIA			**169.76**		
AMTECH ELEVATOR SERVICES					
	1/24/2011	205945	210.90		
				ELEVATOR SVC-SENIOR CENTER	210.90
	Vendor Total		**210.90**		
FYTD for AMTECH ELEVATOR SERVICES			**1,271.69**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANAYA, KIM REYE					
	1/18/2011	205846	93.00		
				MILEAGE REIMBURSEMENT	93.00
	Vendor Total		**93.00**		
FYTD for ANAYA, KIM REYE			**239.90**		
ANDREWS-BAKER, SUE					
	1/24/2011	205946	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for ANDREWS-BAKER, SUE			**375.00**		
ANIMAL HEALTH AND SANITARY SUPPLY					
	1/10/2011	205806	170.37		
				CLEANING SOLUTIONS-ANML SHLTR	170.37
	Vendor Total		**170.37**		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY			**783.14**		
ANIMAL PEST MANAGEMENT SERVICES, INC.					
	1/24/2011	205947	1,790.00		
				PEST CNTRL SVC-CFD #1	160.00
				PEST CNTRL SVC-GOLF COURSE	180.00
				PEST CNTRL SVC-STARS BLDG	100.00
				PEST CNTRL SVC-CITY PARKS	665.00
				PEST CNTRL SVC-CITY PARKS	255.00
				PEST CNTRL SVC-MARCH CHILDCARE	330.00
				PEST CNTRL SVC-MARCH C/C & PAL	100.00
	Vendor Total		**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.			**12,530.00**		
APPLIANCE DISCOUNTERS					
	1/3/2011	205747	27.95		
				REFUND-BUS LIC OVRPMT	27.95
	Vendor Total		**27.95**		
FYTD for APPLIANCE DISCOUNTERS			**27.95**		
ARCHIVE MANAGEMENT SERVICE					
	1/24/2011	881936	1,172.51		
				OFF SITE STORAGE-CITY CLERKS	1,172.51
	Vendor Total		**1,172.51**		
FYTD for ARCHIVE MANAGEMENT SERVICE			**9,853.37**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARROWHEAD WATER					
	1/10/2011	205807	365.78		
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRAILER	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
				WATER PURIF RNTL-EOC	25.00
	1/24/2011	205948	0.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
	1/25/2011	206074	125.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
	1/31/2011	206085	365.78		
				WATER PURIF RNTL-STARS BLDG	25.00
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRFFC TRLR	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
	Vendor Total		**856.56**		
FYTD for ARROWHEAD WATER			**4,187.06**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AT&T MOBILITY					
	1/18/2011	205847	91.87		
				CELL PHONE CHRGS-PD COMND CTR	91.87
	1/31/2011	206086	91.98		
				CELL PHONE SVC-PD MBL CTR	91.98
	Vendor Total		**183.85**		
FYTD for AT&T MOBILITY			**734.78**		
AT&T/MCI					
	1/18/2011	205848	183.36		
				COMMUNICATIONS SVCS-PD	183.36
	Vendor Total		**183.36**		
FYTD for AT&T/MCI			**1,284.66**		
AUDREY PATRICK REPORTING SERVICES					
	1/31/2011	206087	1,065.00		
				LEGAL TRANSCRIPTION SVCS	1,065.00
	Vendor Total		**1,065.00**		
FYTD for AUDREY PATRICK REPORTING SERVICES			**4,891.16**		
AUTOMATED GATE SERVICES, INC					
	1/10/2011	205808	41.34		
				REFUND-BUS LIC OVRPMT	41.34
	Vendor Total		**41.34**		
FYTD for AUTOMATED GATE SERVICES, INC			**41.34**		
AVILA, BRENDA					
	1/24/2011	205949	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for AVILA, BRENDA			**20.00**		
AWAD, SAAD					
	1/24/2011	205950	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for AWAD, SAAD			**50.00**		
AYARS, MARGARET E.					
	1/3/2011	881813	956.19		
				OCT - DEC '10, PAID Jan '11	956.19
	Vendor Total		**956.19**		
FYTD for AYARS, MARGARET E.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BACHER, GRACE					
	1/3/2011	205748	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**2,152.33**		
BANFORD, SHERI					
	1/31/2011	206088	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for BANFORD, SHERI			**50.00**		
BARNES, DARLENE					
	1/3/2011	881814	114.50		
				DEC '10, PAID JAN '11	114.50
	Vendor Total		**114.50**		
FYTD for BARNES, DARLENE			**916.00**		
BASHIR, MUHAMMAD					
	1/18/2011	205849	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for BASHIR, MUHAMMAD			**200.00**		
BAYER APPRAISALS					
	1/24/2011	205951	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for BAYER APPRAISALS			**1,500.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.					
	1/18/2011	881894	16,037.60		
				LANDSCAPE MAINT-ZONE E-4	19.00
				LANDSCAPE MAINT-ZONE E-4/E-4A	15,650.96
				LANDSCAPE MAINT-ZONE E-4/E-4A	367.64
	1/24/2011	881937	13,255.58		
				LANDSCAPE MAINT-CORP. YARD	250.00
				LANDSCAPE MAINT-ANIMAL SHELTER	520.00
				LANDSCAPE MAINT-C & R	1,900.00
				LANDSCAPE MAINT-STARS BLDG	300.00
				LANDSCAPE MAINT-PSB	1,197.58
				LANDSCAPE MAINT-UTILITIES	480.00
				LANDSCAPE MAINT-ELECTRIC SUBST	630.00
				LANDSCAPE MAINT-PUBLIC LIBRARY	520.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-CFD #1	1,900.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-PARKS	735.00
				LANDSCAPE MAINT-PARKS	262.50
				LANDSCAPE MAINT-PARKS	525.00
				LANDSCAPE MAINT-PARKS	850.50
				LANDSCAPE MAINT-PARKS	1,785.00
				LANDSCAPE MAINT-PARKS	600.00
	Vendor Total		**29,293.18**		
FYTD for BEMUS LANDSCAPE, INC.			**334,630.49**		
BENESYST, INC.					
	1/24/2011	205952	1,020.22		
				FLEX ADMIN SVCS-HR	220.61
				FLEX ADMIN SVCS-HR	309.61
				COBRA ADMIN SVCS-HR	245.00
				COBRA ADMIN SVCS-HR	245.00
	Vendor Total		**1,020.22**		
FYTD for BENESYST, INC.			**4,479.68**		
BIO-TOX LABORATORIES					
	1/18/2011	205850	34.23		
				TOXICOLOGY TESTS	34.23
	Vendor Total		**34.23**		
FYTD for BIO-TOX LABORATORIES			**36,839.23**		
BOBO II, FELIX					
	1/18/2011	205851	77.00		
				MILEAGE REIMBURSEMENT	77.00
	Vendor Total		**77.00**		
FYTD for BOBO II, FELIX			**815.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BORNSHEUER, BRENDA					
	1/24/2011	205953	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for BORNSHEUER, BRENDA			**20.00**		
BPC MEDIA WORKS, LLC					
	1/31/2011	206089	1,530.00		
				ADVERTISING SVCS-EDD	1,530.00
	Vendor Total		**1,530.00**		
FYTD for BPC MEDIA WORKS, LLC			**1,530.00**		
BPS TACTICAL, INC					
	1/10/2011	205809	277.31		
				BALLISTIC VEST-PD	277.31
	Vendor Total		**277.31**		
FYTD for BPS TACTICAL, INC			**940.20**		
BRANDON'S DINER, INC.					
	1/3/2011	205749	750.00		
				REFUND-RNTL DEP 12/16	750.00
	Vendor Total		**750.00**		
FYTD for BRANDON'S DINER, INC.			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.					
	1/24/2011	881938	2,766.75		
				MISC BOOKS-LIBRARY	24.37
				MISC BOOKS-LIBRARY	31.60
				MISC BOOKS-LIBRARY	21.36
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	64.13
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	109.69
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	24.41
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	59.34
				MISC BOOKS-LIBRARY	59.14
				MISC BOOKS-LIBRARY	33.06
				MISC BOOKS-LIBRARY	313.88
				MISC BOOKS-LIBRARY	63.70
				MISC BOOKS-LIBRARY	27.40
				MISC BOOKS-LIBRARY	18.36
				MISC BOOKS-LIBRARY	245.71
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	295.27
				MISC BOOKS-LIBRARY	39.56
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.99
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	29.41
				MISC BOOKS-LIBRARY	43.14
				MISC BOOKS-LIBRARY	608.12
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	180.92
				MISC BOOKS-LIBRARY	43.23
	1/31/2011	881974	43.17		
				MISC BOOKS-LIBRARY	43.17
	Vendor Total		**2,809.92**		
FYTD for BRODART CO.			**24,625.26**		
BUCKINGHAM, STAN					
	1/3/2011	205750	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUSH, DUNCAN					
	1/31/2011	206090	3.01		
				REFUND-UT USER TAXES	3.01
	Vendor Total		**3.01**		
FYTD for BUSH, DUNCAN			**3.01**		
BWI - BOOK WHOLESALERS, INC.					
	1/24/2011	205955	72.12		
				MISC BOOKS-LIBRARY	72.12
	1/31/2011	206091	658.38		
				MISC BOOKS-LIBRARY	658.38
	Vendor Total		**730.50**		
FYTD for BWI - BOOK WHOLESALERS, INC.			**14,612.53**		
CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM					
	1/31/2011	206092	400.00		
				VALUATION SVCS-EMPLYR CONT RAT	400.00
	Vendor Total		**400.00**		
FYTD for CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM			**400.00**		
CAIN, GREGORY					
	1/3/2011	881815	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**2,231.11**		
CALIFORNIA BUILDING STANDARDS COMMISSION					
	1/18/2011	205852	487.80		
				SB 1473 FEES COLLECTED	487.80
	Vendor Total		**487.80**		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION			**1,333.80**		
CALIFORNIA MOBILE HOMES SVCS, INC					
	1/31/2011	206093	40.00		
				REFUND-BUS LIC OVRPMT	40.00
	Vendor Total		**40.00**		
FYTD for CALIFORNIA MOBILE HOMES SVCS, INC			**40.00**		
CALIFORNIA TRANSCRIPTION, LLC					
	1/31/2011	881975	85.29		
				TRANSCRIPTION SVCS	85.29
	Vendor Total		**85.29**		
FYTD for CALIFORNIA TRANSCRIPTION, LLC			**379.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALPERS					
	1/24/2011	205956	21,621.60		
				4TH LEVEL SURVIVOR BNFT	21,621.60
	Vendor Total		**21,621.60**		
FYTD for CALPERS			**1,585,621.60**		
CANNON, ANA M.					
	1/3/2011	881816	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CANNON, ANA M.			**2,056.56**		
CANON FINANCIAL SERVICES, INC.					
	1/10/2011	205811	7,590.68		
				COPIERS-LEASE	7,059.29
				COPIERS-LEASE SALES TAX	531.39
	Vendor Total		**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.			**53,134.76**		
CARTER, ROSALYN					
	1/3/2011	881817	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CARTER, ROSALYN			**2,325.18**		
CASCADE DRILLING, LP					
	1/24/2011	205957	32.85		
				REFUND-BUS.LIC OVERPYMT	32.85
	Vendor Total		**32.85**		
FYTD for CASCADE DRILLING, LP			**32.85**		
CASTRO, VERNITA					
	1/18/2011	205853	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for CASTRO, VERNITA			**200.00**		
CAVENAUGH & ASSOCIATES					
	1/18/2011	881895	499.00		
				D.U.I. SEMINAR MAR 14-18, 2011	499.00
	Vendor Total		**499.00**		
FYTD for CAVENAUGH & ASSOCIATES			**499.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX					
	1/10/2011	205812	468.12		
				CEMENT PURCHASE	468.12
	Vendor Total		**468.12**		
FYTD for CEMEX			**5,006.90**		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS					
	1/31/2011	206094	210.00		
				PRE-EMPLOYMENT PHYSICALS	210.00
	Vendor Total		**210.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**7,684.00**		
CENTURY 21/ LOIS LAUER, INC					
	1/24/2011	205958	91.30		
				REFUND-BUS.LIC OVERPYMT	91.30
	Vendor Total		**91.30**		
FYTD for CENTURY 21/ LOIS LAUER, INC			**91.30**		
CHANCY, CHIZURU					
	1/31/2011	206095	140.40		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
	Vendor Total		**140.40**		
FYTD for CHANCY, CHIZURU			**936.00**		
CHANDLER ASSET MANAGEMENT, INC					
	1/18/2011	881896	8,834.00		
				INVESTMENT MGMT.	8,834.00
	Vendor Total		**8,834.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**61,659.00**		
CHAPMAN, STEVE					
	1/3/2011	205751	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**2,231.11**		
CHAPPELL, ISAAC					
	1/3/2011	881818	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHERRY VALLEY FEED					
	1/18/2011	205854	140.26		
				DOG FOOD & MISC.	140.26
	Vendor Total		**140.26**		
FYTD for CHERRY VALLEY FEED			**776.30**		
CHICO, DANIEL					
	1/18/2011	205855	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for CHICO, DANIEL			**885.00**		
CHRISTIAN, OWEN					
	1/3/2011	881819	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**1,397.06**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION					
	1/3/2011	205752	69.56		
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-CFD#1	13.74
				UNIFORM RNTL SVC-GOLF COURSE	5.63
	1/10/2011	205813	212.33		
				UNIFORM RNTL SVC-EQUIP MAINT	48.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-TRFFC SGNL MA	20.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-TREE MAINT CR	9.18
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-STREET MAINT	48.06
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-FAC MAINT	16.70
	1/18/2011	205856	118.94		
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-GOLF COURSE	5.63
	1/24/2011	205959	269.96		
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-GOLF STAFF	5.63
				UNIFORM RNTL SVC-GOLF STAFF	5.63
				UNIFORM RNTL SVC-TRAFFICSIGNAL	12.79
				UNIFORM RNTL SVC-SIGNS/STRIPS	15.82
				UNIFORM RNTL SVC-CFD #1 STAFF	13.74
	1/31/2011	206096	114.87		
				UNIFORM RNTL SVC-PARKS STAFF	50.19
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-CFD#1 STAFF	13.74
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-GOLF STAFF	5.63

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
Vendor Total		785.66		
FYTD for CINTAS CORPORATION		**6,737.78**		
CIOTTI, MARTIN AND/OR FLORENCE				
1/24/2011	205960	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CIOTTI, MARTIN AND/OR FLORENCE		**20.00**		
CITY OF MORENO VALLEY VEBA TRUST				
1/18/2011	881897	4,125.00		
			EXEMPT VEBA	4,125.00
Vendor Total		4,125.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		**28,687.50**		
CITY OF RIVERSIDE				
1/6/2011	205798	80.00		
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
1/24/2011	205961	80.00		
			ATTND-M DAWSON/R TEICHERT	40.00
			ATTND-M DAWSON/R TEICHERT	40.00
Vendor Total		160.00		
FYTD for CITY OF RIVERSIDE		**3,083.37**		
CLEAN AIR SMOG				
1/24/2011	205962	42.50		
			REFUND-BUS.LIC OVERPYMT	42.50
Vendor Total		42.50		
FYTD for CLEAN AIR SMOG		**42.50**		
CLOVER ENTERPRISES, INC				
1/3/2011	205753	42.90		
			REFUND-BUS LIC OVRPMT	42.90
Vendor Total		42.90		
FYTD for CLOVER ENTERPRISES, INC		**42.90**		
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC				
1/18/2011	205857	50.00		
			ANNUAL MEMBERSHIP 1/1-12/31/11	50.00
Vendor Total		50.00		
FYTD for CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC		**50.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CNOA REGION IV					
	1/31/2011	206097	280.00		
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
	Vendor Total		**280.00**		
FYTD for CNOA REGION IV			**280.00**		
CNOA REGION V					
	1/24/2011	205963	405.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
	1/31/2011	206098	45.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
	Vendor Total		**450.00**		
FYTD for CNOA REGION V			**450.00**		
CO, MARCELO					
	1/24/2011	205964	106.23		
				REFUND-CANDIDATE STMNT	106.23
	Vendor Total		**106.23**		
FYTD for CO, MARCELO			**106.23**		
COLONIAL SUPPLEMENTAL INSURANCE					
	1/24/2011	205965	6,605.89		
				SUPPLEMENTAL INSURANCE	6,605.89
	1/31/2011	206099	7,166.44		
				SUPPLEMENTAL INSURANCE	7,166.44
	Vendor Total		**13,772.33**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE			**56,444.03**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY HEALTH CHARITIES					
	1/3/2011	205754	126.47		
				CHC CONTRIBUTIONS	126.47
	1/18/2011	205858	186.31		
				CHC CONTRIBUTIONS	186.31
	1/31/2011	206100	186.31		
				CHC CONTRIBUTIONS	186.31
	Vendor Total		**499.09**		
FYTD for COMMUNITY HEALTH CHARITIES			**2,443.20**		
CONTINUING EDUCATION OF THE BAR					
	1/18/2011	205859	117.72		
				LEGAL PUBLICATION SUBSCPTNS	117.72
	Vendor Total		**117.72**		
FYTD for CONTINUING EDUCATION OF THE BAR			**795.57**		
CONTRERAS, ROBERT					
	1/24/2011	205966	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for CONTRERAS, ROBERT			**20.00**		
CORPIN, RUBY					
	1/24/2011	205967	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for CORPIN, RUBY			**75.00**		
COSTCO					
	1/3/2011	205755	2,326.44		
				MISC SUPPLIES-STARS	281.45
				MISC SUPPLIES-STARS	356.24
				MISC SUPPLIES-STARS	306.69
				MISC SUPPLIES-CHILDS PLACE	1,382.06
	1/24/2011	205968	292.98		
				MISC SUPPLIES-STARS PROGRAM	138.60
				MISC SUPPLIES-STARS PROGRAM	30.06
				MISC SUPPLIES-ECON.DEV.	21.09
				MISC SUPPLIES-STARS PROGRAM	103.23
	1/31/2011	206101	399.34		
				MISC SUPPLIES-SKATE PARK	193.42
				MISC SUPPLIES-STARS	205.92
	Vendor Total		**3,018.76**		
FYTD for COSTCO			**33,059.90**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNSELING TEAM, THE					
	1/31/2011	206102	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	Vendor Total		**1,250.00**		
FYTD for COUNSELING TEAM, THE			**10,000.00**		
COUNTY OF RIVERSIDE - RMAP					
	1/10/2011	205814	42.70		
				RECORDATION REQUESTS-LAND DEV	42.70
	Vendor Total		**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP			**297.45**		
COUNTY OF RIVERSIDE AUDITOR					
	1/18/2011	205860	18,232.67		
				PARKING CONTROL FEES-CODE	16,334.67
				PARKING CONTROL FEES-CODE	1,898.00
	Vendor Total		**18,232.67**		
FYTD for COUNTY OF RIVERSIDE AUDITOR			**175,501.03**		
COVENTRY PET RESORT					
	1/24/2011	881939	110.31		
				MISC K-9 FOOD-PD	101.43
				MISC K-9 FOOD-PD	8.88
	Vendor Total		**110.31**		
FYTD for COVENTRY PET RESORT			**659.50**		
CREATIVE SOLUTIONS FOR KIDS & FAMILIES					
	1/3/2011	205756	650.00		
				REFUND-RNTL DEP 12/19	650.00
	Vendor Total		**650.00**		
FYTD for CREATIVE SOLUTIONS FOR KIDS & FAMILIES			**650.00**		
CRITICAL REACH					
	1/24/2011	205969	265.00		
				2011 TRAK SUPPORT FEES	265.00
	Vendor Total		**265.00**		
FYTD for CRITICAL REACH			**265.00**		
CROSS, GWENDOLYN					
	1/24/2011	205970	110.13		
				REFUND-CANDIDATE STMNT	110.13
	Vendor Total		**110.13**		
FYTD for CROSS, GWENDOLYN			**110.13**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CROSSAN, RICK					
	1/31/2011	206103	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for CROSSAN, RICK			**75.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH					
	1/31/2011	206104	578.00		
				HEALTH PERMIT RNWL-SNNYMD PARK	578.00
	Vendor Total		**578.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			**11,905.36**		
CURRIER SANCHEZ CHIROPRACTIC					
	1/24/2011	205971	69.00		
				REFUND-BUS.LIC OVERPYMT	69.00
	Vendor Total		**69.00**		
FYTD for CURRIER SANCHEZ CHIROPRACTIC			**69.00**		
DACOLIAS, RAYMOND					
	1/18/2011	205861	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for DACOLIAS, RAYMOND			**684.00**		
DALE, KATHLEEN					
	1/3/2011	881820	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for DALE, KATHLEEN			**2,212.27**		
DATA TICKET, INC.					
	1/10/2011	881877	690.00		
				CITATION PRCSSNG-BLDG/SFTY	69.50
				CITATION PRCSSNG-ANML SVCS	620.50
	1/18/2011	881898	15,614.64		
				ADMIN CITATION PROCESSING	4,754.35
				CODE CITATION PROCESSING	10,860.29
	1/24/2011	881940	1,183.30		
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-CODE	973.30
	Vendor Total		**17,487.94**		
FYTD for DATA TICKET, INC.			**143,504.29**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DATAQUICK CORPORATE HEADQUARTERS					
	1/24/2011	205972	130.50		
				ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total		**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS			**913.50**		
DAVID TRUNG DUC NGUYEN, MD					
	1/31/2011	206105	75.00		
				REFUND-BUS LIC OVRPMT	75.00
	Vendor Total		**75.00**		
FYTD for DAVID TRUNG DUC NGUYEN, MD			**75.00**		
DEFINITIVE FINANCIAL SOLUTIONS, LLC					
	1/10/2011	205815	4,875.00		
				CONSULTING SERVICES	4,875.00
	Vendor Total		**4,875.00**		
FYTD for DEFINITIVE FINANCIAL SOLUTIONS, LLC			**4,875.00**		
DEL REY APPRAISAL SRVCS					
	1/24/2011	205973	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for DEL REY APPRAISAL SRVCS			**1,750.00**		
DELTA DENTAL					
	1/24/2011	205974	11,518.03		
				EMPLOYEE DENTAL INSURANCE	11,518.03
	Vendor Total		**11,518.03**		
FYTD for DELTA DENTAL			**79,369.50**		
DELTACARE USA					
	1/24/2011	205975	6,166.01		
				EMPLOYEE DENTAL INSURANCE	6,166.01
	Vendor Total		**6,166.01**		
FYTD for DELTACARE USA			**44,167.60**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DENNIS GRUBB & ASSOCIATES, LLC					
	1/10/2011	881878	455.00		
				PLAN REVIEW SVCS-FIRE PREV	455.00
	1/18/2011	881899	5,430.00		
				PLAN REVIEW SERVICES	2,300.00
				PLAN REVIEW SERVICES	3,130.00
	1/31/2011	881976	930.00		
				PLAN REVIEW SERVICES-FIRE PREV	930.00
	Vendor Total		**6,815.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**53,295.00**		
DEPARTMENT OF CONSERVATION					
	1/13/2011	205839	991.51		
				SMI FEES LESS 5% RETAINAGE	1,043.69
				SMI FEES LESS 5% RETAINAGE	-52.18
	Vendor Total		**991.51**		
FYTD for DEPARTMENT OF CONSERVATION			**2,409.37**		
DESIGN WORKS					
	1/18/2011	205862	58.50		
				YOUTH SPORTS UNIFORMS	58.50
	Vendor Total		**58.50**		
FYTD for DESIGN WORKS			**9,450.60**		
DLS LANDSCAPE, INC					
	1/24/2011	205976	12,390.00		
				LANDSCAPE MAINT-CFD #1	2,160.00
				LANDSCAPE MAINT-ZONE A	10,230.00
	Vendor Total		**12,390.00**		
FYTD for DLS LANDSCAPE, INC			**86,730.00**		
DORY, ALLEEN F.					
	1/3/2011	205757	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for DORY, ALLEEN F.			**1,397.06**		
DUNN, LAURA ISABEL GARCIA					
	1/18/2011	881900	152.00		
				INSTRUCTIONAL SERVICES	152.00
	Vendor Total		**152.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**380.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.G. BRENNAN & CO, LLC					
	1/10/2011	881879	203.91		
				FOLDING MACHINE PART-FASD	187.50
				FOLDING MACHINE PART-TAX	16.41
	Vendor Total		**203.91**		
FYTD for E.G. BRENNAN & CO, LLC			**203.91**		
E.R. BLOCK PLUMBING & HEATING, INC.					
	1/18/2011	205863	140.00		
				BACKFLOW TESTING IN ZONE D	140.00
	1/31/2011	206106	180.00		
				BACKFLOW TESTING-E3	80.00
				BACKFLOW TESTING-ZONE M	100.00
	Vendor Total		**320.00**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**13,897.06**		
E5, INC.					
	1/31/2011	206107	4,655.00		
				AB32 VERIFICATION SVCS-UTILITY	4,655.00
	Vendor Total		**4,655.00**		
FYTD for E5, INC.			**4,655.00**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
1/3/2011	205758	5,436.35		
			WATER CHARGES	207.74
			WATER CHARGES	1,565.50
			WATER CHARGES	556.49
			WATER CHARGES	41.27
			WATER CHARGES	2,413.99
			WATER CHARGES	275.56
			WATER CHARGES	112.33
			WATER CHARGES	137.47
			WATER CHARGES	63.00
			WATER CHARGES	63.00
1/10/2011	205816	9,216.64		
			WATER CHARGES	82.19
			WATER CHARGES	89.66
			WATER CHARGES	90.63
			WATER CHARGES	125.73
			WATER CHARGES	336.24
			WATER CHARGES	2,641.63
			WATER CHARGES	61.29
			WATER CHARGES	2,275.89
			WATER CHARGES	140.58
			WATER CHARGES	904.26
			WATER CHARGES	1,716.30
			WATER CHARGES	23.16
			WATER CHARGES	195.00
			WATER CHARGES	104.93
			WATER CHARGES	347.46
			WATER CHARGES	81.69
1/18/2011	205864	15,196.99		
			WATER CHARGES	807.88
			WATER CHARGES	194.25
			WATER CHARGES	699.83
			WATER CHARGES	735.43
			WATER CHARGES	36.00
			WATER CHARGES	600.12
			WATER CHARGES	1,037.62
			WATER CHARGES	90.61
			WATER CHARGES	2,911.27
			WATER CHARGES	291.12
			WATER CHARGES	1,365.36
			WATER CHARGES	406.29
			WATER CHARGES	964.12
			WATER CHARGES	1,311.40
			WATER CHARGES	870.38
			WATER CHARGES	708.34
			WATER CHARGES	30.92
			WATER CHARGES	538.98
			WATER CHARGES	424.93
			WATER CHARGES	268.17
			WATER CHARGES	106.19
			WATER CHARGES	202.60
			WATER CHARGES	123.32
			WATER CHARGES	4.03

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	356.23
			WATER CHARGES	111.60
1/24/2011	205977	6,438.78		
			WATER CHARGES	115.44
			WATER CHARGES	963.58
			WATER CHARGES	560.84
			WATER CHARGES	142.33
			WATER CHARGES	534.12
			WATER CHARGES	2,163.24
			WATER CHARGES	72.02
			WATER CHARGES	56.54
			WATER CHARGES	257.86
			WATER CHARGES	149.51
			WATER CHARGES	233.82
			WATER CHARGES	170.92
			WATER CHARGES	296.47
			WATER CHARGES	625.89
			WATER CHARGES	96.20
1/31/2011	206108	7,201.44		
			WATER CHARGES	269.28
			WATER CHARGES	111.87
			WATER CHARGES	253.18
			WATER CHARGES	53.43
			WATER CHARGES	161.75
			WATER CHARGES	218.23
			WATER CHARGES	1,098.92
			WATER CHARGES	227.43
			WATER CHARGES	89.91
			WATER CHARGES	2,402.13
			WATER CHARGES	636.83
			WATER CHARGES	986.29
			WATER CHARGES	15.56
			WATER CHARGES	90.23
			WATER CHARGES	20.97
			WATER CHARGES	229.05
			WATER CHARGES	42.64
			WATER CHARGES	149.74
			WATER CHARGES	72.00
			WATER CHARGES	72.00
Vendor Total		**43,490.20**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,020,288.47**		

EDGELANE MOBILE PARK

1/24/2011	881941	12.47		
			REFUND UTILITY USER TAXES	12.47
Vendor Total		**12.47**		
FYTD for EDGELANE MOBILE PARK		**75.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EGGERSTEN, ANNE					
	1/3/2011	205759	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE			**2,159.26**		
EL RANCHO MEXICAN RESTAURANT					
	1/31/2011	206109	71.00		
				REFUND-BUS LIC OVRPMT	71.00
	Vendor Total		**71.00**		
FYTD for EL RANCHO MEXICAN RESTAURANT			**71.00**		
EMPIRE ECONOMICS, INC.					
	1/24/2011	205978	18,250.00		
				MARKET ABSORPTION STUDY-CFD 4	18,250.00
	Vendor Total		**18,250.00**		
FYTD for EMPIRE ECONOMICS, INC.			**18,250.00**		
EMPLOYMENT DEVELOPMENT DEPARTMENT					
	1/4/2011	2781	500.00		
				DEP STATE INC TAX W/H 1/4/11	500.00
	Vendor Total		**500.00**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT			**656,332.61**		
ENCO UTILITY SERVICES MORENO VALLEY LLC					
	1/18/2011	881901	18,085.92		
				WORK AUTHORIZATION 40-203 EPC	5,750.00
				HIGHLAND FAIRVIEW - PM 35629	5,680.22
				WORK AUTHORIZATION # 40-239B	6,655.70
	1/31/2011	881977	19,744.18		
				12KV NEW REDLAND CKT WORK	7,444.99
				PROF SVCS-WASTE MGT FACILITY	5,019.90
				PROF SVCS-HIGHLAND FAIRVIEW	892.65
				PROF SVCS-HIGHLAND FAIRVIEW	6,337.85
				PROF SVCS-DIST SUBSTATION PLAN	48.79
	Vendor Total		**37,830.10**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC			**1,372,719.94**		
ESCROW ONE - MORENO VALLEY					
	1/24/2011	205979	20.02		
				REFUND-BUS.LIC OVERPYMT	20.02
	Vendor Total		**20.02**		
FYTD for ESCROW ONE - MORENO VALLEY			**20.02**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESPINOZA, JOE A					
	1/18/2011	205865	228.00		
				INSTRUCTIONAL SERVICES	228.00
	Vendor Total		**228.00**		
FYTD for ESPINOZA, JOE A			**1,216.00**		
EVANS ENGRAVING & AWARDS					
	1/18/2011	881902	13.05		
				2" X 9" WOODGRAIN NAME PLATE	13.05
	1/24/2011	881943	21.75		
				ENGRAVING SVCS-PARKS	21.75
	Vendor Total		**34.80**		
FYTD for EVANS ENGRAVING & AWARDS			**701.36**		
EXCEL LANDSCAPE, INC					
	1/18/2011	205866	9,328.43		
				LANDSCAPE MAINTENANCE	1,070.36
				LANDSCAPE MAINTENANCE	1,501.98
				LANDSCAPE MAINTENANCE	2,777.17
				LANDSCAPE MAINTENANCE	3,978.92
	1/24/2011	205980	3,461.07		
				LANDSCAPE MAINT-E14	3,461.07
	1/31/2011	206110	5,632.34		
				LANDSCAPE MAINT-E15	1,070.36
				LANDSCAPE MAINT-E8	1,501.98
				LANDSCAPE MAINT-E8	3,060.00
	Vendor Total		**18,421.84**		
FYTD for EXCEL LANDSCAPE, INC			**98,540.15**		
FAMILY FISH MARKET					
	1/24/2011	205981	74.07		
				REFUND-BUS.LIC OVERPYMT	74.07
	Vendor Total		**74.07**		
FYTD for FAMILY FISH MARKET			**74.07**		
FEEKEN, KARL					
	1/24/2011	205982	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for FEEKEN, KARL			**20.00**		
FEENSTRA, JOHN					
	1/3/2011	881821	361.25		
				RETIREE MED JAN '11	361.25
	Vendor Total		**361.25**		
FYTD for FEENSTRA, JOHN			**2,528.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FENCING BY ACREY, INC					
	1/24/2011	205983	31.50		
				REFUND-BUS.LIC OVERPYMT	31.50
	Vendor Total		**31.50**		
FYTD for FENCING BY ACREY, INC			**31.50**		
FIBER CARE BATHS, INC					
	1/24/2011	205984	30.34		
				REFUND-BUS.LIC OVERPYMT	30.34
	Vendor Total		**30.34**		
FYTD for FIBER CARE BATHS, INC			**30.34**		
FINESSE PERSONNEL ASSOCIATES					
	1/31/2011	881978	7,188.75		
				TEMP SVCS-A FEAL W/E 12/4-11	1,471.24
				TEMP SVCS-A FEAL W/E 12/4-11	958.76
				TEMP SVCS-A FEAL W/E 12/18	1,181.25
				TEMP SVCS-A FEAL W/E 12/25	1,215.00
				TEMP SVCS-A FEAL W/E 1/08	1,147.50
				TEMP SVCS-A FEAL W/E 1/15	1,215.00
	Vendor Total		**7,188.75**		
FYTD for FINESSE PERSONNEL ASSOCIATES			**39,073.54**		
FIRST CHOICE SERVICES					
	1/24/2011	881944	503.31		
				COFFEE SVCS-EMP PAID	28.38
				COFFEE SVCS-EMP PAID	66.72
				COFFEE SVCS-EMP PAID	140.06
				COFFEE SVCS-EMP PAID	48.38
				COFFEE SVCS-EMP PAID	115.02
				COFFEE SVCS-EMP PAID	81.98
				COFFEE SVCS-EMP PAID	22.77
	Vendor Total		**503.31**		
FYTD for FIRST CHOICE SERVICES			**4,418.08**		
FITNESS 19 CA 155 11C					
	1/31/2011	206111	269.00		
				GYM MEMBERSHIP DEDUCTIONS	269.00
	Vendor Total		**269.00**		
FYTD for FITNESS 19 CA 155 11C			**1,799.00**		
FLICKINGER, BONNIE					
	1/24/2011	205985	109.53		
				REFUND-CANDIDATE STMNT	109.53
	Vendor Total		**109.53**		
FYTD for FLICKINGER, BONNIE			**330.83**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FLORES, YVETTE					
	1/24/2011	205986	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for FLORES, YVETTE			**75.00**		
FOLEY & LARDNER					
	1/18/2011	205867	1,844.40		
				LEGAL SERVICES	1,473.60
				LEGAL SERVICES	370.80
	Vendor Total		**1,844.40**		
FYTD for FOLEY & LARDNER			**8,951.15**		
FOSTER, NANCY A.					
	1/3/2011	881822	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for FOSTER, NANCY A.			**2,212.27**		
FRANKLIN, L. C.					
	1/31/2011	206112	136.50		
				MILEAGE REIMBURSEMENT	136.50
	Vendor Total		**136.50**		
FYTD for FRANKLIN, L. C.			**879.00**		
FRAZEE INDUSTRIES, INC					
	1/10/2011	205817	4,317.60		
				TRAFFIC PAINT	4,317.60
	Vendor Total		**4,317.60**		
FYTD for FRAZEE INDUSTRIES, INC			**111,317.60**		
FROST, JOAN CHENG					
	1/18/2011	205868	152.00		
				INSTRUCTIONAL SERVICES	152.00
	Vendor Total		**152.00**		
FYTD for FROST, JOAN CHENG			**912.00**		
FUEL AND FLAME MINISTRY					
	1/31/2011	206113	750.00		
				REFUND-RNTL DEP 12/26	750.00
	Vendor Total		**750.00**		
FYTD for FUEL AND FLAME MINISTRY			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FULL THROTTLE MUFFLER					
	1/24/2011	205987	20.69		
				REFUND-BUS.LIC OVERPYMT	20.69
	Vendor Total		**20.69**		
FYTD for FULL THROTTLE MUFFLER			**20.69**		
G/M BUSINESS INTERIORS, INC.					
	1/18/2011	205869	4,718.61		
				MOVING OF OFFICE STATIONS	4,718.61
	1/31/2011	206114	732.92		
				KEYBOARD TRAYS FOR NEW EOC	732.92
	Vendor Total		**5,451.53**		
FYTD for G/M BUSINESS INTERIORS, INC.			**6,210.02**		
GAINES, MICHAEL					
	1/10/2011	205818	19.00		
				REFUND-VALLEY KIDS CAMP	19.00
	Vendor Total		**19.00**		
FYTD for GAINES, MICHAEL			**19.00**		
GALLS INC., INLAND UNIFORM					
	1/24/2011	205988	137.96		
				UNIFORM-PD	65.69
				UNIFORM-PD	72.27
	1/31/2011	206115	142.10		
				UNIFORM-PD	142.10
	Vendor Total		**280.06**		
FYTD for GALLS INC., INLAND UNIFORM			**4,145.17**		
GARCIA, CYNTHIA					
	1/10/2011	205819	64.00		
				REFUND-SHELTER FEE	64.00
	Vendor Total		**64.00**		
FYTD for GARCIA, CYNTHIA			**64.00**		
GARCIA, EDER					
	1/24/2011	205989	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for GARCIA, EDER			**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GASTON, RICHARD					
	1/3/2011	881823	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**2,231.11**		
GENERAL SECURITY SERVICES, INC.					
	1/10/2011	881880	429.52		
				SECURITY SVCS-SENIOR CTR	214.76
				SECURITY SVCS-CONF & REC CTR	214.76
	1/18/2011	881903	460.20		
				SECURITY SVCS-SENIOR CTR	92.04
				SECURITY SVCS 12/12-SENIOR CTR	61.36
				SECURITY SVCS-CONF & REC CTR	306.80
	1/24/2011	881945	490.88		
				SECURITY SVCS-UTILITY	61.36
				SECURITY SVCS-CONF & REC CTR	92.04
				SECURITY SVCS-TOWNGATE	122.72
				SECURITY SVCS-TOWNGATE	138.06
				SECURITY SVCS-TOWNGATE	76.70
	1/31/2011	881979	6,201.22		
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	456.37
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	291.46
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-UTILITY	214.76
				SECURITY SVCS-CONF & REC CTR	260.78
				SECURITY SVCS-CONF & REC CTR	76.70
				SECURITY SVCS-CONF & REC CTR	122.72
				SECURITY SVCS-SENIOR CTR	61.36
				SECURITY SVCS-TOWNGATE	237.77
	Vendor Total		**7,581.82**		
FYTD for GENERAL SECURITY SERVICES, INC.			**30,455.68**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
1/3/2011	881824	1,423.77		
			LEGAL SVCS	1,423.77
1/18/2011	881904	19,023.70		
			LEGAL SVCS	534.59
			LEGAL SVCS	18,489.11
	Vendor Total	**20,447.47**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**102,766.53**		
GLOBAL SOFTWARE, INC				
1/18/2011	881905	10,000.00		
			SPREADSHEET SERVER	2,500.00
			SPREADSHEET SERVER	7,500.00
1/24/2011	881946	2,500.00		
			SPREADSHEET SERVER-PW ST MAINT	2,500.00
	Vendor Total	**12,500.00**		
FYTD for GLOBAL SOFTWARE, INC		**19,820.00**		
GONG ENTERPRISES, INC.				
1/3/2011	205760	456.00		
			PLAN CHECK SVCS-PM36262	456.00
	Vendor Total	**456.00**		
FYTD for GONG ENTERPRISES, INC.		**22,597.40**		
GONZALES, DOMILENA R.				
1/3/2011	881825	440.52		
			NOV-DEC '10, PAID JAN '11	440.52
	Vendor Total	**440.52**		
FYTD for GONZALES, DOMILENA R.		**1,762.08**		
GONZALES, LORENZ R.				
1/18/2011	205870	119.50		
			MILEAGE REIMBURSEMENT	82.00
			MILEAGE REIMBURSEMENT	16.50
			MILEAGE REIMBURSEMENT	21.00
	Vendor Total	**119.50**		
FYTD for GONZALES, LORENZ R.		**177.00**		
GONZALEZ, SYLVIA				
1/31/2011	206116	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for GONZALEZ, SYLVIA		**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GORM INC.					
	1/18/2011	205871	3,350.30		
				JANITORIAL SUPPLIES-PARKS	2,401.00
				JANITORIAL SUPPLIES-CFD#1	949.30
	1/24/2011	205990	880.77		
				JANITORIAL SUPPLIES	880.77
	Vendor Total		**4,231.07**		
FYTD for GORM INC.			**6,452.31**		
GOSCH TOWING & RECOVERY					
	1/31/2011	206117	800.00		
				TOWING SVCS-PD	800.00
	Vendor Total		**800.00**		
FYTD for GOSCH TOWING & RECOVERY			**800.00**		
GOYA FOODS OF CALIFORNIA					
	1/24/2011	205991	49.74		
				REFUND-BUS.LIC OVERPYMT	49.74
	Vendor Total		**49.74**		
FYTD for GOYA FOODS OF CALIFORNIA			**49.74**		
GOZDECKI, DAN					
	1/10/2011	881881	432.00		
				INSTRUCTOR SVCS-KUNG FU	216.00
				INSTRUCTOR SVCS-KUNG FU	216.00
	1/31/2011	881980	594.00		
				INSTRUCTOR SVCS-KUNG FU	243.00
				INSTRUCTOR SVCS-KUNG FU	351.00
	Vendor Total		**1,026.00**		
FYTD for GOZDECKI, DAN			**5,184.00**		
GRAFFITI TRACKER, INC.					
	1/18/2011	881906	9,000.00		
				GRAFFITI ANALYSIS/SERVICES	9,000.00
	Vendor Total		**9,000.00**		
FYTD for GRAFFITI TRACKER, INC.			**31,815.00**		
GRANICUS, INC.					
	1/24/2011	205992	2,000.00		
				VIDEO STREAMING SVCS	1,000.00
				VIDEO STREAMING SVCS	1,000.00
	Vendor Total		**2,000.00**		
FYTD for GRANICUS, INC.			**7,000.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GREENSTONE MATERIALS					
	1/10/2011	205820	748.00		
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	50.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
	Vendor Total		**748.00**		
FYTD for GREENSTONE MATERIALS			**748.00**		
GREINES, MARTIN, STEIN & RICHLAND, LLP					
	1/31/2011	881981	940.68		
				LEGAL SERVICES	940.68
	Vendor Total		**940.68**		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP			**14,556.14**		
GRIFFIN, MARLENE C					
	1/3/2011	881826	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GRIFFIN, MARLENE C			**2,152.33**		
GROUP DELTA CONSULTANTS, INC					
	1/18/2011	881907	2,143.50		
				DAY ST IMPRVMNTS PROJ SVCS	2,143.50
	1/24/2011	206072	1,325.00		
				ALESSANDRO/INDIAN SIDEWLK PROJ	1,325.00
	Vendor Total		**3,468.50**		
FYTD for GROUP DELTA CONSULTANTS, INC			**12,105.50**		
GUILLAN, REBECCA S.					
	1/3/2011	881827	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUILLAN, REBECCA S.			**2,064.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUILLIS, LINDA B.					
	1/3/2011	205761	0.00		
				RETIREE MED JAN '11	318.73
				VOIDED CHECK #205761 ON1/31/11	-318.73
	Vendor Total		**0.00**		
FYTD for GUILLIS, LINDA B.			**1,912.38**		
GUTIERREZ, ROBERT					
	1/3/2011	881828	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**2,231.11**		
GUZMAN'S CART SERVICE					
	1/10/2011	881882	4,049.00		
				CART RTRVL SVCS-CODE	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**28,343.00**		
H P COMMUNICATIONS, INC					
	1/24/2011	205993	25.00		
				REFUND-BUS.LIC OVERPYMT	25.00
	Vendor Total		**25.00**		
FYTD for H P COMMUNICATIONS, INC			**25.00**		
HAISTY, XIU HUA					
	1/31/2011	881982	30.00		
				INSTRUCTOR SVCS-TAI CHI	30.00
	Vendor Total		**30.00**		
FYTD for HAISTY, XIU HUA			**240.00**		
HAMLIN, WILLIAM R.					
	1/3/2011	881829	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**2,212.27**		
HAND, FRED					
	1/3/2011	205762	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for HAND, FRED			**75.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HANES, MARTIN D.					
	1/3/2011	881830	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**2,231.11**		
HARDING, JOHN S.					
	1/3/2011	205763	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**2,231.11**		
HARRIS & ASSOCIATES, INC					
	1/24/2011	205994	67.13		
				REFUND-BUS.LIC OVERPYMT	67.13
	Vendor Total		**67.13**		
FYTD for HARRIS & ASSOCIATES, INC			**67.13**		
HARTMANN, RICK					
	1/3/2011	205764	318.73		
				RETIREE MED JAN '11	318.73
	1/10/2011	205821	3,709.12		
				CONSULTING SVCS-RTS PRGM	18.79
				CONSULTING SVCS-RTS PRGM	3,690.33
	Vendor Total		**4,027.85**		
FYTD for HARTMANN, RICK			**20,921.44**		
HATFIELD, CHARLES					
	1/3/2011	881831	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**2,231.11**		
HAUSER, ADRIANA					
	1/18/2011	205872	494.00		
				INSTRUCTION SVCS-13 DAYS	494.00
	Vendor Total		**494.00**		
FYTD for HAUSER, ADRIANA			**2,546.00**		
HEFFLEY, ROSS W.					
	1/3/2011	881832	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HENDERSON, GINA					
	1/18/2011	205873	110.00		
				TUITION REIMBURSEMENT	110.00
	Vendor Total		**110.00**		
FYTD for HENDERSON, GINA			**110.00**		
HERNANDEZ, ART & DOLORES					
	1/24/2011	205995	180.00		
				REFUND-BUS.LIC OVERPYMT	180.00
	Vendor Total		**180.00**		
FYTD for HERNANDEZ, ART & DOLORES			**180.00**		
HERRICK, ROBERT D.					
	1/3/2011	205765	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**2,231.11**		
HEYMING & JOHNSON, INC					
	1/24/2011	205996	22.63		
				REFUND-BUS.LIC OVERPYMT	22.63
	Vendor Total		**22.63**		
FYTD for HEYMING & JOHNSON, INC			**22.63**		
HIGGS, DEBRA					
	1/24/2011	205997	108.00		
				INSTRUCTOR SVCS-OIL PAINTING	72.00
				INSTRUCTOR SVCS-OIL PAINTING	36.00
	Vendor Total		**108.00**		
FYTD for HIGGS, DEBRA			**468.00**		
HINKELS & MCCOY					
	1/3/2011	205766	60.42		
				REFUND-BUS LIC OVRPMT	60.42
	Vendor Total		**60.42**		
FYTD for HINKELS & MCCOY			**60.42**		
HO, KEVIN CHINH					
	1/18/2011	205874	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for HO, KEVIN CHINH			**304.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOGARD, JOHN T.					
	1/10/2011	881883	116.50		
				MILEAGE REIMBURSEMENT	116.50
	Vendor Total		**116.50**		
FYTD for HOGARD, JOHN T.			**1,083.50**		
HORN, ALVIN					
	1/24/2011	205998	186.56		
				REFUND-CANDIDATE STMNT	186.56
	Vendor Total		**186.56**		
FYTD for HORN, ALVIN			**186.56**		
HOUSE OF BEAUTY					
	1/31/2011	206119	147.15		
				REFUND-BUS LIC OVRPMT	35.50
				REFUND-BUS LIC OVRPMT	61.00
				REFUND-BUS LIC OVRPMT	50.65
	Vendor Total		**147.15**		
FYTD for HOUSE OF BEAUTY			**147.15**		
HOUSER, EDITH E.					
	1/3/2011	205767	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**2,231.11**		
HYDRO-SCAPE PRODUCTS, INC					
	1/24/2011	206000	61.88		
				REFUND-BUS.LIC OVERPYMT	61.88
	Vendor Total		**61.88**		
FYTD for HYDRO-SCAPE PRODUCTS, INC			**61.88**		
ICC FOOTHILL CHAPTER					
	1/31/2011	206120	150.00		
				1/25/11 CA RESID. CODE SEMINAR	75.00
				1/25/11 CA RESID. CODE SEMINAR	75.00
	Vendor Total		**150.00**		
FYTD for ICC FOOTHILL CHAPTER			**150.00**		
ICMA RETIREMENT CORP 457					
	1/14/2011	2786	12,798.58		
				DEF COMP-457 1/14/11	12,798.58
	1/28/2011	2794	16,923.58		
				DEF COMP-457 1/28/11	16,923.58
	Vendor Total		**29,722.16**		
FYTD for ICMA RETIREMENT CORP 457			**142,541.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IL SORRENTO MOBILE HOME PARK					
	1/3/2011	205768	51.00		
				REFUND-BUS LIC OVRPMT	51.00
	Vendor Total		**51.00**		
FYTD for IL SORRENTO MOBILE HOME PARK			**51.00**		
ILGIA					
	1/24/2011	206001	100.00		
				2011 I.E. GANG WRKSHOP 5/19-20	100.00
	Vendor Total		**100.00**		
FYTD for ILGIA			**100.00**		
ING USA ANNUITY & LIFE INSURANCE CO.					
	1/18/2011	205875	475.00		
				NON-EXEMPT ANNUITY	475.00
	Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**3,325.00**		
INLAND CONTRACTORS, INC.					
	1/24/2011	881948	2,851.47		
				ABATEMENT SVCS-24326 VIA VARGA	2,851.47
	Vendor Total		**2,851.47**		
FYTD for INLAND CONTRACTORS, INC.			**20,211.63**		
INLAND EMPIRE PROPERTY SERVICE, INC					
	1/3/2011	881833	310.00		
				WEED ABATEMENT SVC-CFD #1	310.00
	Vendor Total		**310.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC			**53,446.12**		
INSIDE PLANTS, INC.					
	1/18/2011	881910	316.00		
				PLANT MAINT-CRC	316.00
	Vendor Total		**316.00**		
FYTD for INSIDE PLANTS, INC.			**2,212.00**		
INTERNAL REVENUE SERVICE					
	1/4/2011	2780	2,000.00		
				DEP FED TAX W/H 1/4/11	2,000.00
	Vendor Total		**2,000.00**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IRIS COMPANY					
	1/18/2011	205876	269.20		
				REFUND-CLOSED-CHG.ZONE	51.85
				REFUND-CLOSED-GEN.PLAN AMEND.	217.35
	Vendor Total		**269.20**		
FYTD for IRIS COMPANY			**269.20**		
J D H CONTRACTING					
	1/24/2011	206003	72.61		
				REFUND-BUS.LIC OVERPYMT	72.61
	Vendor Total		**72.61**		
FYTD for J D H CONTRACTING			**72.61**		
JACINTO, ALEJANDRA					
	1/31/2011	206121	45.00		
				REFUND-LOST BOOK FEE	45.00
	Vendor Total		**45.00**		
FYTD for JACINTO, ALEJANDRA			**45.00**		
JANNEY & JANNEY ATTORNEY SVCS, INC.					
	1/18/2011	205877	75.00		
				COURIER SERVICES	75.00
	1/31/2011	206122	35.00		
				COURIER DELIVERY SVCS	35.00
	Vendor Total		**110.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.			**1,133.65**		
JASON'S DELI					
	1/24/2011	206002	768.53		
				REFUND-BUS.LIC OVERPYMT	768.53
	Vendor Total		**768.53**		
FYTD for JASON'S DELI			**768.53**		
JDEDGE SOFTWARE, LLC					
	1/18/2011	881911	3,175.00		
				CONSULTANT SERVICES	3,175.00
	1/24/2011	881949	2,465.00		
				CONSULTING SERVICES	2,465.00
	Vendor Total		**5,640.00**		
FYTD for JDEDGE SOFTWARE, LLC			**17,827.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JEFF CARPENTER, INC					
	1/24/2011	206004	50.00		
				REFUND-BUS.LIC OVERPYMT	50.00
	Vendor Total		**50.00**		
FYTD for JEFF CARPENTER, INC			**50.00**		
JOE A. GONSALVES & SON					
	1/3/2011	881834	6,300.00		
				REPRESENTATION SVCS	3,150.00
				REPRESENTATION SVCS	3,150.00
	Vendor Total		**6,300.00**		
FYTD for JOE A. GONSALVES & SON			**22,050.00**		
JONES, SANDRA					
	1/24/2011	206005	45.00		
				REFUND-CLASS REGIST	45.00
	Vendor Total		**45.00**		
FYTD for JONES, SANDRA			**45.00**		
JONES, SUSAN					
	1/3/2011	881835	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for JONES, SUSAN			**2,231.11**		
JTB SUPPLY CO., INC.					
	1/10/2011	205822	178.36		
				TRAFFIC SIGNAL MAINT.SUPPLIES	54.38
				TRAFFIC SIGNAL MAINT.SUPPLIES	123.98
	1/18/2011	205878	1,658.44		
				TRAFFIC SIGNAL MAINT.SUPPLIES	1,658.44
	Vendor Total		**1,836.80**		
FYTD for JTB SUPPLY CO., INC.			**8,655.43**		
K A R CONSTRUCTION					
	1/3/2011	205769	42.00		
				REFUND-BUS LIC OVRPMT	42.00
	Vendor Total		**42.00**		
FYTD for K A R CONSTRUCTION			**42.00**		
K D'S DONUTS					
	1/31/2011	206123	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for K D'S DONUTS			**25.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KAN, ALICE					
	1/24/2011	206006	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for KAN, ALICE			**20.00**		
KING, PATRICIA A.					
	1/3/2011	205770	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KING, PATRICIA A.			**2,231.11**		
KOA CORPORATION					
	1/10/2011	205823	6,345.87		
				RECHE VISTA DR REALIGNMNT PROJ	6,345.87
	Vendor Total		**6,345.87**		
FYTD for KOA CORPORATION			**71,909.89**		
KOLB, CHARLES E.					
	1/3/2011	881836	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**2,231.11**		
KOLLAR, KYLE					
	1/3/2011	881837	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**2,231.11**		
KYLE, GARY M.					
	1/3/2011	881838	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**2,231.11**		
LAFATA, JOSEPHINE					
	1/3/2011	881839	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LANCE, SOLL & LUNGHARD, LLP					
	1/24/2011	206007	50.00		
				GASB UPDATE 2/2/11	25.00
				GASB UPDATE 2/2/11	25.00
	Vendor Total		**50.00**		
FYTD for LANCE, SOLL & LUNGHARD, LLP			**50.00**		
LANE GUIDE LENDORS ON LINE, INC.					
	1/24/2011	206008	109.00		
				ONLINE SUBSCRIPTION SVC-CODE	109.00
	Vendor Total		**109.00**		
FYTD for LANE GUIDE LENDORS ON LINE, INC.			**109.00**		
LANG, TRACEY					
	1/18/2011	205879	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for LANG, TRACEY			**304.00**		
LARA, JOSEPH R.					
	1/18/2011	205880	41.50		
				MILEAGE-ELECTR SAFETY SEMINAR	41.50
	Vendor Total		**41.50**		
FYTD for LARA, JOSEPH R.			**41.50**		
LAVEY, JEFFREY					
	1/24/2011	206009	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for LAVEY, JEFFREY			**20.00**		
LAWYERS TITLE INC					
	1/27/2011	110108	11,301.00		
				ACQ & ESCROW-APN 488-090-007	1,301.00
				ACQ & ESCROW-APN 488-090-007	10,000.00
	1/27/2011	110109	7,601.00		
				ACQ & ESCROW-APN 488-090-008	1,701.00
				ACQ & ESCROW-APN 488-090-008	5,900.00
	Vendor Total		**18,902.00**		
FYTD for LAWYERS TITLE INC			**129,256.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAZARUS, MARGERY A.					
	1/3/2011	205771	115.50		
				MILEAGE REIMBURSEMENT	74.00
				MILEAGE REIMBURSEMENT	41.50
	Vendor Total		**115.50**		
FYTD for LAZARUS, MARGERY A.			**115.50**		
LEE, DAVID					
	1/24/2011	206010	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for LEE, DAVID			**100.00**		
LEE, RENITA					
	1/10/2011	205824	47.00		
				REFUND-TAE KWON DO CLASS	47.00
	Vendor Total		**47.00**		
FYTD for LEE, RENITA			**47.00**		
LEISURE ENTERPRISES					
	1/31/2011	206124	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for LEISURE ENTERPRISES			**9,816.25**		
LEONE, STEVEN					
	1/18/2011	205881	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for LEONE, STEVEN			**590.00**		
LEWIS, CAROLYN S.					
	1/3/2011	881840	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LEWIS, CAROLYN S.			**2,212.27**		
LEXISNEXIS					
	1/24/2011	881950	1,480.00		
				ONLINE LEGAL SVCS-CITY ATTRNY	740.00
				ONLINE LEGAL SVCS-CITY CLERKS	370.00
				ONLINE LEGAL SVCS-CDD	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**11,840.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LOGAN, CHARLES					
	1/3/2011	881841	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**2,231.11**		
LOR GEOTECHNICAL GROUP, INC.					
	1/31/2011	881984	1,760.00		
				KITCHING ST IMPRVMNT PROJ	1,760.00
	Vendor Total		**1,760.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**45,239.00**		
LOVE, MARISSA					
	1/3/2011	205772	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LOVE, MARISSA			**50.00**		
LOZANO, MONICA					
	1/24/2011	206011	28.00		
				REFUND-CLASS REGIST	28.00
	Vendor Total		**28.00**		
FYTD for LOZANO, MONICA			**28.00**		
LUMLEY, ROBERT C.					
	1/3/2011	881842	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**2,231.11**		
M V P R V, INC					
	1/24/2011	206012	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for M V P R V, INC			**75.00**		
M.G.S. - MORENO GENERAL SERVICES					
	1/10/2011	205825	130.00		
				RE-KEY LOCKS @ ERC	130.00
	Vendor Total		**130.00**		
FYTD for M.G.S. - MORENO GENERAL SERVICES			**130.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MACIAS JR., ANTHONY					
	1/24/2011	206013	133.50		
				TUITION REIMBURSEMENT	133.50
	Vendor Total		**133.50**		
FYTD for MACIAS JR., ANTHONY			**228.50**		
MARCH JOINT POWERS AUTHORITY					
	1/24/2011	206014	10.10		
				GAS CHARGES-MF COMM.CTR	8.25
				GAS CHARGES-MF COMM.CTR	1.85
	Vendor Total		**10.10**		
FYTD for MARCH JOINT POWERS AUTHORITY			**43.73**		
MARINA LANDSCAPE, INC					
	1/18/2011	205882	9,186.24		
				LANDSCAPE MAINT-ZONE DSG-2S	4,994.91
				LANDSCAPE MAINT-ZONE DSG-2N	4,191.33
	Vendor Total		**9,186.24**		
FYTD for MARINA LANDSCAPE, INC			**48,784.80**		
MASCARO, CRYSTAL					
	1/24/2011	206015	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MASCARO, CRYSTAL			**20.00**		
MASCO SERVICES OF CALIFORNIA, INC.					
	1/24/2011	206016	71.63		
				REFUND-BUS.LIC OVERPYMT	71.63
	Vendor Total		**71.63**		
FYTD for MASCO SERVICES OF CALIFORNIA, INC.			**71.63**		
MATHIS, NOLAN					
	1/3/2011	881843	296.00		
				NOV '10, PAID JAN '11	296.00
	Vendor Total		**296.00**		
FYTD for MATHIS, NOLAN			**2,072.00**		
MAXINOSKI, SUE A.					
	1/3/2011	881844	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MC KENNEY, LARISSA					
	1/24/2011	206017	46.00		
				REFUND-ANML SVC FEES	46.00
	Vendor Total		**46.00**		
FYTD for MC KENNEY, LARISSA			**46.00**		
MCCARTHY & BERLIN, LLP					
	1/10/2011	881884	703.00		
				LEGAL SVCS	703.00
	Vendor Total		**703.00**		
FYTD for MCCARTHY & BERLIN, LLP			**3,005.15**		
McDONALD, CHRIS					
	1/18/2011	205883	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for McDONALD, CHRIS			**1,254.00**		
MEEKS, DANIEL					
	1/10/2011	881885	220.00		
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	40.00
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**220.00**		
FYTD for MEEKS, DANIEL			**1,100.00**		
MENGISTU, YESHIALEM					
	1/31/2011	206125	81.00		
				MILEAGE REIMBURSEMENT	81.00
	Vendor Total		**81.00**		
FYTD for MENGISTU, YESHIALEM			**557.00**		
MESSIN, LOUIS					
	1/3/2011	881845	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**2,231.11**		
METRO USED CARS					
	1/31/2011	206126	101.84		
				REFUND-BUS LIC OVRPMT	101.84
	Vendor Total		**101.84**		
FYTD for METRO USED CARS			**101.84**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEYER & ASSOCIATES					
	1/31/2011	206127	3,865.00		
				BETHUNE WATER FEATURE ANALYSIS	3,865.00
	Vendor Total		**3,865.00**		
FYTD for MEYER & ASSOCIATES			**3,865.00**		
MILES, ROBERT					
	1/3/2011	881846	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**1,397.06**		
MINARD, MARK E.					
	1/3/2011	881847	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**2,167.75**		
MOLLICA, MIKE					
	1/3/2011	881848	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**2,809.94**		
MONTERO, FELICIA					
	1/24/2011	206018	42.00		
				REFUND-CLASS REGIST	42.00
	Vendor Total		**42.00**		
FYTD for MONTERO, FELICIA			**42.00**		
MOORHEAD, LINDA					
	1/24/2011	206019	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for MOORHEAD, LINDA			**75.00**		
MORA, PATRICIA A.					
	1/3/2011	881849	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORAES, RENATO					
	1/31/2011	206128	36.00		
				REFUND-DROPPED CLASS	36.00
	Vendor Total		**36.00**		
FYTD for MORAES, RENATO			**36.00**		
MORENO MINI MALL					
	1/24/2011	206020	48.30		
				REFUND-BUS.LIC OVERPYMT	48.30
	Vendor Total		**48.30**		
FYTD for MORENO MINI MALL			**48.30**		
MORENO VALLEY CAR WASH					
	1/18/2011	205884	67.50		
				REFUND-BUS.LIC OVERPYMT	67.50
	Vendor Total		**67.50**		
FYTD for MORENO VALLEY CAR WASH			**97.50**		
MORENO VALLEY CHAMBER OF COMMERCE					
	1/3/2011	205773	6,000.00		
				BUSINESS SERVICES	6,000.00
	1/10/2011	205826	60.00		
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
	1/18/2011	205885	150.00		
				ANNL INSTALLATION/AWARDS EVENT	75.00
				ANNL INSTALLATION/AWARDS EVENT	75.00
	Vendor Total		**6,210.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**21,610.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.					
	1/3/2011	2776	1,567.50		
				MVCEA DUES 01/03/11	1,567.50
	1/14/2011	2785	1,567.50		
				MVCEA DUES 1/14/11	1,567.50
	1/28/2011	2793	1,573.00		
				MVCEA DUES 1/28/11	1,573.00
	Vendor Total		**4,708.00**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**25,084.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY GATEWAY, LLC					
	1/18/2011	881912	17,142.59		
				LEASE-FACILITIES ANNEX	2,458.97
				LEASE-TECH.SVCS ANNEX	5,475.90
				LEASE-SPEC.DIST.ANNEX	9,207.72
	Vendor Total		**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC			**119,998.13**		
MORENO VALLEY UNIFIED SCHOOL DISTRICT					
	1/24/2011	206021	120.00		
				ASES TRANSPORTATION	120.00
	1/24/2011	206022	315.00		
				ASES TRANSPORTATION	315.00
	Vendor Total		**435.00**		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT			**26,509.95**		
MORENO VALLEY UTILITY					
	1/31/2011	206129	89.14		
				ELECTRICITY-UT FLD OFFICE	89.14
	Vendor Total		**89.14**		
FYTD for MORENO VALLEY UTILITY			**526,697.08**		
MORENO, ALBERT					
	1/18/2011	205886	750.00		
				REFUND-12/26 EVENT DEPOSIT	750.00
	Vendor Total		**750.00**		
FYTD for MORENO, ALBERT			**750.00**		
MORENO, MANUAL					
	1/24/2011	206023	77.00		
				REFUND-CLASS REGIST	77.00
	Vendor Total		**77.00**		
FYTD for MORENO, MANUAL			**77.00**		
MORGAN, LISA A.					
	1/3/2011	881850	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MORGAN, LISA A.			**2,231.11**		
MORKUS, JURIS MORKUS					
	1/24/2011	206024	16.46		
				REFUND-BUS.LIC OVERPYMT	16.46
	Vendor Total		**16.46**		
FYTD for MORKUS, JURIS MORKUS			**16.46**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORLEY, JOSHUA					
	1/31/2011	206130	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	20.00
				REFUND-SPAY/NEUTER DEPOSIT	55.00
	Vendor Total		**75.00**		
FYTD for MORLEY, JOSHUA			**75.00**		
MSA SYSTEMS, INC.					
	1/10/2011	881886	999.55		
				RECEIPT LABELS	864.00
				RECEIPT LABELS	59.95
				RECEIPT LABELS	75.60
	Vendor Total		**999.55**		
FYTD for MSA SYSTEMS, INC.			**999.55**		
MUSICK, PEELER & GARRETT, LLP					
	1/24/2011	206025	4,280.00		
				LEGAL SVCS	2,600.00
				LEGAL SVCS	1,680.00
	Vendor Total		**4,280.00**		
FYTD for MUSICK, PEELER & GARRETT, LLP			**18,659.34**		
MUZAK, LLC					
	1/24/2011	206026	60.52		
				REFUND-BUS.LIC OVERPYMT	60.52
	Vendor Total		**60.52**		
FYTD for MUZAK, LLC			**60.52**		
NATIONWIDE RETIREMENT SOLUTIONS					
	1/3/2011	2774	8,323.82		
				PST DEF COMP FOR FICA 01/03/11	8,323.82
	1/3/2011	2775	2,234.13		
				DEF COMP-457 & 401(A) 01/03/11	2,234.13
	1/14/2011	2783	1,461.66		
				PST DEF COMP FOR FICA 1/14/11	1,461.66
	1/14/2011	2784	23,722.40		
				DEF COMP-457 & 401(A) 1/14/11	23,722.40
	1/28/2011	2791	9,761.96		
				PST DEF COMP FOR FICA 1/28/11	9,761.96
	1/28/2011	2792	23,712.80		
				DEF COMP-457 & 401(A) 1/28/11	23,712.80
	Vendor Total		**69,216.77**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**479,026.81**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVARRETTE, RALPH					
	1/3/2011	881851	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH			**2,231.11**		
NELSON, ROBERT					
	1/3/2011	881852	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for NELSON, ROBERT			**2,159.26**		
NELSON, RUTH L.					
	1/3/2011	881853	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**2,231.11**		
NELSON, TIMOTHY IVAN					
	1/18/2011	205887	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for NELSON, TIMOTHY IVAN			**1,520.00**		
NEUSTAEDTER, CRAIG S					
	1/3/2011	205774	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**2,231.11**		
NEW HORIZON MOBILE HOME PARK					
	1/24/2011	881952	9.99		
				REFUND-UT USER TAXES	9.99
	Vendor Total		**9.99**		
FYTD for NEW HORIZON MOBILE HOME PARK			**26.42**		
NGUYEN, QUANG					
	1/24/2011	881953	59.50		
				MILEAGE REIMBURSEMENT	20.00
				MILEAGE REIMBURSEMENT	24.00
				MILEAGE REIMBURSEMENT	15.50
	Vendor Total		**59.50**		
FYTD for NGUYEN, QUANG			**348.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.					
	1/3/2011	205775	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**2,809.94**		
NINYO & MOORE GEOTECHNICAL					
	1/18/2011	205888	4,000.75		
				IRONWOOD AVE/INDIAN BASIN PROJ	4,000.75
	1/24/2011	206027	11,992.00		
				IRONWOOD AVE/INDIAN BASIN PROJ	11,992.00
	Vendor Total		**15,992.75**		
FYTD for NINYO & MOORE GEOTECHNICAL			**29,369.75**		
NOBLES, GARRETT					
	1/18/2011	205889	114.00		
				MILEAGE REIMBURSEMENT	60.00
				MILEAGE REIMBURSEMENT	54.00
	Vendor Total		**114.00**		
FYTD for NOBLES, GARRETT			**321.50**		
OPTIMUM INCORPORATED					
	1/3/2011	205776	54.96		
				REFUND-BUS LIC OVERPYMT	54.96
	Vendor Total		**54.96**		
FYTD for OPTIMUM INCORPORATED			**54.96**		
ORACLE AMERICA					
	1/3/2011	205777	21,621.69		
				SOFTWARE LIC UPDATE & SUPPORT	21,621.69
	Vendor Total		**21,621.69**		
FYTD for ORACLE AMERICA			**21,621.69**		
ORROCK, POPKA, FORTINO & BRISLIN					
	1/24/2011	881954	384.00		
				LEGAL SVCS	384.00
	Vendor Total		**384.00**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN			**10,817.53**		
ORTEGA, ALICIA					
	1/18/2011	205890	100.00		
				REFUND-CITATION	100.00
	Vendor Total		**100.00**		
FYTD for ORTEGA, ALICIA			**100.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.				
1/18/2011	881913	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
Vendor Total		**6,720.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**95,225.25**		
PACIFIC GREEN HORTICULTURAL SVC				
1/31/2011	206131	989.00		
			TURF FERTILIZATION-ZONE E	302.97
			TURF FERTILIZATION-ZONE E	550.15
			TURF FERTILIZATION-ZONE E	112.61
			TURF FERTILIZATION-ZONE E	23.27
Vendor Total		**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**4,559.83**		
PACIFIC M H CONSTRUCTION, INC				
1/24/2011	206028	73.20		
			REFUND-BUS.LIC OVERPYMT	73.20
Vendor Total		**73.20**		
FYTD for PACIFIC M H CONSTRUCTION, INC		**73.20**		
PACIFIC TELEMANAGEMENT SERVICES				
1/24/2011	881955	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
Vendor Total		**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**3,069.36**		
PACIFIC UTILITY INSTALLATION, INC				
1/24/2011	206029	139.50		
			REFUND-BUS.LIC OVERPYMT	139.50
Vendor Total		**139.50**		
FYTD for PACIFIC UTILITY INSTALLATION, INC		**139.50**		
PAINTING BY ZEB BODE				
1/18/2011	205891	750.00		
			SEAL CNCRT BENCH/TABLES	750.00
Vendor Total		**750.00**		
FYTD for PAINTING BY ZEB BODE		**5,550.00**		
PANDA BOWL				
1/3/2011	205778	28.75		
			REFUND-BUS LIC OVERPYMT	28.75
Vendor Total		**28.75**		
FYTD for PANDA BOWL		**28.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PATRIOT HEATING & A/C					
	1/24/2011	206030	68.63		
				REFUND-BUS.LIC OVERPYMT	68.63
	Vendor Total		**68.63**		
FYTD for PATRIOT HEATING & A/C			**68.63**		
PATTERSON, ALFREY					
	1/3/2011	205779	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for PATTERSON, ALFREY			**1,397.06**		
PEDLEY SQUARE VETERINARY CLINIC					
	1/10/2011	881887	5,719.50		
				VETERINARY SVCS	5,719.50
	1/31/2011	881985	14,937.00		
				VETERINARY SERVICES-ANML SHLTR	8,669.50
				VETERINARY SERVICES-ANML SHLTR	6,267.50
	Vendor Total		**20,656.50**		
FYTD for PEDLEY SQUARE VETERINARY CLINIC			**67,035.00**		
PENA, IRIS					
	1/18/2011	205892	65.10		
				MILEAGE REIMBURSEMENT	65.10
	1/31/2011	206132	75.55		
				MILEAGE REIMBURSEMENT	75.55
	Vendor Total		**140.65**		
FYTD for PENA, IRIS			**417.00**		
PERRY, NORMA					
	1/3/2011	205780	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**2,231.11**		
PERS LONG TERM CARE PROGRAM					
	1/3/2011	205781	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/18/2011	205893	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/31/2011	206133	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**1,375.89**		
FYTD for PERS LONG TERM CARE PROGRAM			**7,508.12**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PITASSI ARCHITECTS, INC					
	1/31/2011	881986	20,632.70		
				CORPORATE YARD SEWER LINE PROJ	10,172.70
				CORPORATE YARD FACILITY PROJ	10,460.00
	Vendor Total		**20,632.70**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
PLEASANT, TRENA					
	1/18/2011	205894	92.00		
				REFUND-CANCELLED CLASS	92.00
	Vendor Total		**92.00**		
FYTD for PLEASANT, TRENA			**92.00**		
POIEMA LANDSCAPE, INC.					
	1/18/2011	881914	3,843.15		
				LANDSCAPE MAINT-ZONE S	1,712.15
				LANDSCAPE MAINT-ZONE E-12	2,131.00
	Vendor Total		**3,843.15**		
FYTD for POIEMA LANDSCAPE, INC.			**30,303.75**		
PRICE, GEORGE E.					
	1/3/2011	881854	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**2,231.11**		
PRIME COMMUNICATION OF CALIFORNIA, LLC					
	1/24/2011	206031	34.91		
				REFUND-BUS.LIC OVERPYMT	34.91
	Vendor Total		**34.91**		
FYTD for PRIME COMMUNICATION OF CALIFORNIA, LLC			**34.91**		
PROTECTION ONE					
	1/10/2011	205827	597.00		
				REFUND-VIBRA FIRE PERMIT FEES	300.00
				REFUND-VIBRA FIRE PERMIT FEES	276.00
				REFUND-VIBRA FIRE PERMIT FEES	21.00
	Vendor Total		**597.00**		
FYTD for PROTECTION ONE			**597.00**		
PRUDENTIAL CALIFORNIA REALTY					
	1/24/2011	206032	57.00		
				REFUND-BUS.LIC OVERPYMT	57.00
	Vendor Total		**57.00**		
FYTD for PRUDENTIAL CALIFORNIA REALTY			**57.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PS SERVICES, INC					
	1/24/2011	206033	126.88		
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	4.88
	Vendor Total		**126.88**		
FYTD for PS SERVICES, INC			**126.88**		
PSOMAS					
	1/18/2011	205895	136.78		
				LASSELLE ST WIDENING PROJ SVCS	136.78
	Vendor Total		**136.78**		
FYTD for PSOMAS			**26,233.28**		
PULLIAM, TRENT D.					
	1/3/2011	881855	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.			**2,231.11**		
R & S OVERHEAD DOORS, INC.					
	1/24/2011	881956	2,270.75		
				OVERHEAD DOORS-FIRE # 48	258.00
				OVERHEAD DOORS-PSB	338.00
				OVERHEAD DOORS-PSB	49.00
				REMOVE/INSTALL NUTS-CITY YARD	561.00
				REMOVE/INSTALL NUTS-FIRE #2	729.00
				OVERHEAD DOORS-FIRE # 6	335.75
	Vendor Total		**2,270.75**		
FYTD for R & S OVERHEAD DOORS, INC.			**12,312.25**		
R G CLEANING SERVICE					
	1/24/2011	206034	35.00		
				REFUND-BUS.LIC OVERPYMT	35.00
	Vendor Total		**35.00**		
FYTD for R G CLEANING SERVICE			**35.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RALLY MANAGEMENT SERVICES, LLC					
	1/18/2011	881915	2,948.40		
				TEMP SVCS-HENDERSON W/E 12/5	719.28
				TEMP SVCS-HENDERSON W/E 12/12	719.28
				TEMP SVCS-RODRIGUEZ W/E 12/5	754.92
				TEMP SVCS-RODRIGUEZ W/E 12/12	754.92
	1/24/2011	881957	2,948.40		
				TEMP SVCS-HENDERSON W/E-12/19	719.28
				TEMP SVCS-HENDERSON W/E-12/26	719.28
				TEMP SVCS-RODRIGUEZ W/E-12/19	754.92
				TEMP SVCS-RODRIGUEZ W/E-12/26	754.92
	Vendor Total		**5,896.80**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**43,386.53**		
RAMIREZ, SERGIO					
	1/24/2011	206035	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for RAMIREZ, SERGIO			**20.00**		
RAY-RAMIREZ, DARCY L.					
	1/3/2011	205782	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.			**956.19**		
RE PLANET					
	1/24/2011	206036	30.17		
				REFUND-BUS.LIC OVERPYMT	30.17
	Vendor Total		**30.17**		
FYTD for RE PLANET			**30.17**		
RE/ MAX RESULTS					
	1/24/2011	206037	55.98		
				REFUND-BUS.LIC OVERPYMT	55.98
	Vendor Total		**55.98**		
FYTD for RE/ MAX RESULTS			**55.98**		
RESIDENTIAL WALL SYSTEMS					
	1/24/2011	206038	66.57		
				REFUND-BUS.LIC OVERPYMT	66.57
	1/31/2011	206134	61.90		
				REFUND-BUS LIC OVRPMT	61.90
	Vendor Total		**128.47**		
FYTD for RESIDENTIAL WALL SYSTEMS			**161.82**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RHA LANDSCAPE ARCHITECTS-PLANNERS					
	1/31/2011	206135	449.02		
				SHADOW MTN PARK LIGHTING PROJ	449.02
	Vendor Total		**449.02**		
FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS			**17,532.94**		
RICK ENGINEERING COMPANY					
	1/10/2011	881889	3,977.55		
				KITCHING ST IMPRVMNT PROJ	799.39
				KITCHING ST IMPRVMNT PROJ	118.16
				KITCHING ST IMPRVMNT PROJ	3,060.00
	1/31/2011	881987	2,380.00		
				KITCHING ST IMPRVMNT PROJ	2,380.00
	Vendor Total		**6,357.55**		
FYTD for RICK ENGINEERING COMPANY			**37,008.16**		
RIVAS, ELSA					
	1/3/2011	205783	58.00		
				REFUND-LICENSE PD	58.00
	Vendor Total		**58.00**		
FYTD for RIVAS, ELSA			**58.00**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110105	4,592.06		
				RETENTN PYMT PER ESCROW AGRMNT	4,592.06
	1/20/2011	110106	16,534.13		
				RETENTN PYMT PER ESCROW AGRMNT	16,534.13
	Vendor Total		**21,126.19**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH					
	1/18/2011	205896	250.00		
				DFA FOR RABIES	250.00
	Vendor Total		**250.00**		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH			**450.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
1/24/2011	206039	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			COMMUNICATIONS SVCS	30.26
1/31/2011	206136	1,769.45		
			MAINT FOR RADIOS-PD	1,769.45
	Vendor Total	**2,012.38**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**15,243.91**		
RIVERSIDE COUNTY SHERIFF				
1/18/2011	881917	12,395.72		
			JAIL BOOKING FEES	5,188.43
			JAIL BOOKING FEES	7,207.29
	Vendor Total	**12,395.72**		
FYTD for RIVERSIDE COUNTY SHERIFF		**15,070,633.49**		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
1/18/2011	205897	727.00		
			REG-TRAFF COLL INV-MOTOR VEH	287.00
			REG-TRAFF COLL INVESTIG-ADV.	440.00
1/31/2011	206137	768.00		
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
	Vendor Total	**1,495.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**7,247.00**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
1/3/2011	205784	672.58		
			GARNISHMENT	194.53
			GARNISHMENT	478.05
1/18/2011	205898	652.09		
			GARNISHMENT	177.34
			GARNISHMENT	474.75
1/31/2011	206138	750.90		
			GARNISHMENT	110.17
			GARNISHMENT	165.79
			GARNISHMENT	474.94
	Vendor Total	**2,075.57**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**9,346.92**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF MV					
	1/31/2011	206139	8,914.18		
				EXTRA POLICE DUTY-RVHS	5,198.08
				EXTRA POLICE DUTY-RVHS	72.16
				EXTRA POLICE DUTY-RVHS	2,352.78
				EXTRA POLICE DUTY-RVHS	54.56
				EXTRA POLICE DUTY-RVHS	848.05
				EXTRA POLICE DUTY-RVHS	22.88
				EXTRA POLICE DUTY-RVHS	353.35
				EXTRA POLICE DUTY-RVHS	12.32
	Vendor Total		**8,914.18**		
FYTD for RIVERSIDE COUNTY SHERIFF MV			**14,860.24**		
RIVERSTONE RESIDENTIAL CA, INC					
	1/31/2011	206140	55.05		
				REFUND-BUS LIC OVRPMT	55.05
	Vendor Total		**55.05**		
FYTD for RIVERSTONE RESIDENTIAL CA, INC			**55.05**		
RLZ ENGINEERING					
	1/18/2011	881918	6,138.00		
				TEMP STAFFING SVCS-CAP PROJS	6,138.00
	Vendor Total		**6,138.00**		
FYTD for RLZ ENGINEERING			**41,850.00**		
ROBINSON, JOAQUIN DIEGO					
	1/18/2011	205899	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for ROBINSON, JOAQUIN DIEGO			**988.00**		
ROCHA, MARIA					
	1/5/2011	205797	95.00		
				REFUND-RABIES & SN DEPOSIT	20.00
				REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for ROCHA, MARIA			**95.00**		
ROCHA, SARA L.					
	1/3/2011	881856	787.80		
				OCT-DEC '10, DEC-FEB MEDI, PD	787.80
	Vendor Total		**787.80**		
FYTD for ROCHA, SARA L.			**2,544.56**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROGERS, EUGENE					
	1/3/2011	881857	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**2,231.11**		
ROGERS, KIANNA					
	1/18/2011	205900	162.50		
				MILEAGE REIMBURSEMENT	92.00
				MILEAGE REIMBURSEMENT	70.50
	Vendor Total		**162.50**		
FYTD for ROGERS, KIANNA			**972.00**		
ROSS, DAVID T.					
	1/3/2011	881858	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**2,231.11**		
ROSSON, LOUIS A.					
	1/3/2011	881859	270.70		
				RETIREE MED JAN '11	174.30
				RETIREE MED JAN '11	96.40
	Vendor Total		**270.70**		
FYTD for ROSSON, LOUIS A.			**2,009.26**		
ROTO - ROOTER SERVICE & PLUMBING CO.					
	1/24/2011	206040	95.56		
				REFUND-BUS.LIC OVERPYMT	95.56
	Vendor Total		**95.56**		
FYTD for ROTO - ROOTER SERVICE & PLUMBING CO.			**95.56**		
RUSSO, JOHN					
	1/3/2011	881860	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**2,231.11**		
RUVALCABA, RAFAEL					
	1/18/2011	205901	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for RUVALCABA, RAFAEL			**190.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SA ASSOCIATES					
	1/18/2011	881919	9,450.00		
				TEMP STAFFING SVCS-CAP PROJS	9,450.00
	Vendor Total		**9,450.00**		
FYTD for SA ASSOCIATES			**76,875.00**		
SABRE LIGHTING AND SIGNS					
	1/31/2011	206141	573.49		
				EXTERIOR SIGNAGE RPLCMNT-STARS	527.35
				EXTERIOR SIGNAGE RPLCMNT-STARS	46.14
	Vendor Total		**573.49**		
FYTD for SABRE LIGHTING AND SIGNS			**17,274.49**		
SALAS, BRANDY					
	1/18/2011	205902	44.00		
				REFUND-CANCELLED CLASS	44.00
	Vendor Total		**44.00**		
FYTD for SALAS, BRANDY			**44.00**		
SALFRANK, MAUREEN					
	1/24/2011	206041	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALFRANK, MAUREEN			**20.00**		
SALGADO, ERIC					
	1/31/2011	206142	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALGADO, ERIC			**20.00**		
SALIVA, MARVIN					
	1/24/2011	206042	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for SALIVA, MARVIN			**30.00**		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP					
	1/24/2011	881958	56.00		
				FIRE EXTINGUISHERS-ANIMAL SHEL	56.00
	Vendor Total		**56.00**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			**3,049.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN BERNARDINO SHERIFF'S DEPT. EVOC					
	1/18/2011	205903	1,159.00		
				MOTORCYCLE TRNG INSTR COURSE	1,159.00
	Vendor Total		**1,159.00**		
FYTD for SAN BERNARDINO SHERIFF'S DEPT. EVOC			**1,159.00**		
SANTA ROSA DEVELOPERS LIMITED					
	1/18/2011	205904	683.88		
				REFUND-CHANGE OF ZONE	173.87
				REFUND-CLOSED-GEN.PLAN	510.01
	Vendor Total		**683.88**		
FYTD for SANTA ROSA DEVELOPERS LIMITED			**683.88**		
SAVAGE, SUE & ROBERT					
	1/31/2011	206143	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAVAGE, SUE & ROBERT			**20.00**		
SAWLA, POOJA					
	1/31/2011	206144	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAWLA, POOJA			**20.00**		
SC SIGNS					
	1/18/2011	205905	2,100.00		
				PUBLIC HEARING SITE POSTINGS	2,100.00
	Vendor Total		**2,100.00**		
FYTD for SC SIGNS			**2,100.00**		
SCHOENFELDER, LAURA					
	1/18/2011	205906	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for SCHOENFELDER, LAURA			**38.00**		
SCMAF - INLAND VALLEY					
	1/18/2011	205907	120.00		
				2010 A & I BANQUET	120.00
	Vendor Total		**120.00**		
FYTD for SCMAF - INLAND VALLEY			**120.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SECURITY LOCK & KEY					
	1/24/2011	881959	45.00		
				LOCK REPAIRS	22.50
				LOCK REPAIRS	22.50
	Vendor Total		**45.00**		
FYTD for SECURITY LOCK & KEY			**1,666.85**		
SEIFERT, VICTORIA					
	1/31/2011	206145	45.00		
				REFUND-ANIMAL SHELTER	19.00
				REFUND-ANIMAL SHELTER	10.00
				REFUND-ANIMAL SHELTER	16.00
	Vendor Total		**45.00**		
FYTD for SEIFERT, VICTORIA			**45.00**		
SERTA MATTRESS COMPANY					
	1/3/2011	205785	300.00		
				REFUND-12/17 EVENT DEPOSIT	300.00
	Vendor Total		**300.00**		
FYTD for SERTA MATTRESS COMPANY			**300.00**		
SHAH, JAGDISH					
	1/18/2011	881920	10,800.00		
				TEMP STAFFING SVCS-CAP PROJS	10,800.00
	Vendor Total		**10,800.00**		
FYTD for SHAH, JAGDISH			**122,040.00**		
SHARRETT, SHARON K.					
	1/3/2011	205786	174.30		
				RETIREE MED JAN '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,334.46**		
SHELDON, STUART H.					
	1/3/2011	205787	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHELL OIL CO.					
	1/10/2011	205828	48.77		
				FUEL PURCHASE	48.77
	1/24/2011	206044	143.16		
				FUEL PURCHASES	143.16
	1/24/2011	206045	1,096.70		
				FUEL PURCHASES	1,096.70
	1/24/2011	206046	18.08		
				FUEL PURCHASES	18.08
	Vendor Total		**1,306.71**		
FYTD for SHELL OIL CO.			**11,517.19**		
SHRED-IT					
	1/24/2011	206047	22.75		
				REFUND-BUS.LIC OVERPYMT	22.75
	Vendor Total		**22.75**		
FYTD for SHRED-IT			**22.75**		
SHURTLEFF, JEANNETTE L.					
	1/18/2011	881921	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**2,964.00**		
SIERRA PACIFIC ELECTRICAL CONTRACTING					
	1/31/2011	206146	1,860.00		
				REPLACE TRAFFIC DETECTOR LOOPS	1,860.00
	Vendor Total		**1,860.00**		
FYTD for SIERRA PACIFIC ELECTRICAL CONTRACTING			**1,860.00**		
SINGER & COFFIN, APC					
	1/31/2011	881990	40.00		
				LEGAL SVCS	40.00
	Vendor Total		**40.00**		
FYTD for SINGER & COFFIN, APC			**7,499.98**		
SINGLETON-DECUIR, JANISHEIA					
	1/18/2011	881922	118.00		
				MILEAGE REIMBURSEMENT	118.00
	Vendor Total		**118.00**		
FYTD for SINGLETON-DECUIR, JANISHEIA			**277.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SKONBERG, RIX					
	1/18/2011	205935	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for SKONBERG, RIX			**1,500.00**		
SKY TRAILS MOBILE VILLAGE					
	1/24/2011	881960	49.31		
				REFUND-UT USER TAXES	49.31
	Vendor Total		**49.31**		
FYTD for SKY TRAILS MOBILE VILLAGE			**217.31**		
SLAGERMAN, SUSAN A.					
	1/3/2011	881861	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SLAGERMAN, SUSAN A.			**2,231.11**		
SMITH FLOORS & INSTALLATIONS					
	1/24/2011	206048	22.16		
				REFUND-BUS.LIC OVERPYMT	22.16
	Vendor Total		**22.16**		
FYTD for SMITH FLOORS & INSTALLATIONS			**7,794.16**		
SMITH, MARIA A.					
	1/3/2011	881862	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**2,212.27**		
SMITH, WILMA					
	1/18/2011	205908	200.00		
				REFUND-12/18 EVENT DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for SMITH, WILMA			**200.00**		
SMUS, PAULA					
	1/10/2011	205829	37.40		
				MILEAGE REIMBURSEMENT	22.40
				MILEAGE REIMBURSEMENT	15.00
	1/24/2011	206049	93.10		
				MILEAGE REIMBURSEMENT	93.10
	Vendor Total		**130.50**		
FYTD for SMUS, PAULA			**277.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOCO GROUP, INC					
	1/10/2011	881890	6,756.90		
				FUEL PURCHASE	6,756.90
	Vendor Total		**6,756.90**		
FYTD for SOCO GROUP, INC			**157,607.90**		
SOLAR SERVICE CENTER					
	1/18/2011	205909	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for SOLAR SERVICE CENTER			**75.00**		
SOMERS, ROBERTA					
	1/24/2011	206050	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for SOMERS, ROBERTA			**75.00**		
SOUTH COAST AIR QUALITY MGMT DISTRICT					
	1/18/2011	205910	684.59		
				FIRE # 91-OPERATING FEE	379.90
				FIRE # 91-EMISSIONS FEE	109.00
				FIRE # 2-OPERATING FEE	86.69
				FIRE # 2-EMISSIONS FEE	109.00
	Vendor Total		**684.59**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT			**2,076.08**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/10/2011	205830	11,181.08		
				ELECTRICITY	118.32
				ELECTRICITY	24.80
				ELECTRICITY	21.26
				ELECTRICITY	26.65
				ELECTRICITY	115.18
				ELECTRICITY	241.31
				ELECTRICITY	926.51
				ELECTRICITY	2,831.91
				ELECTRICITY	187.02
				ELECTRICITY	418.93
				ELECTRICITY	932.08
				ELECTRICITY	745.74
				ELECTRICITY	146.37
				ELECTRICITY	813.76
				ELECTRICITY	468.41
				ELECTRICITY	412.07
				ELECTRICITY	387.59
				ELECTRICITY	22.33
				ELECTRICITY	1,817.12
				ELECTRICITY	198.34
				ELECTRICITY	138.30
				ELECTRICITY	63.33
				ELECTRICITY	123.75
	1/24/2011	206051	14,490.30		
				IFA CHARGES-SUBSTATION	14,146.73
				ELECTRIC CHARGES	343.57
	1/31/2011	206147	3,279.84		
				ELECTRICITY	25.45
				ELECTRICITY	1,034.65
				ELECTRICITY	704.85
				ELECTRICITY	137.16
				ELECTRICITY	817.85
				ELECTRICITY	344.98
				ELECTRICITY	24.57
				ELECTRICITY	48.93
				ELECTRICITY	141.40
	Vendor Total		**28,951.22**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,759,082.07**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.					
	1/24/2011	206052	11,304.40		
				GAS CHARGES	1,198.67
				GAS CHARGES	3,273.34
				GAS CHARGES	114.54
				GAS CHARGES	218.88
				GAS CHARGES	777.55
				GAS CHARGES	362.64
				GAS CHARGES	151.64
				GAS CHARGES	1,516.93
				GAS CHARGES	453.11
				GAS CHARGES	278.01
				GAS CHARGES	384.85
				GAS CHARGES	359.34
				GAS CHARGES	562.38
				GAS CHARGES	739.86
				GAS CHARGES	64.14
				GAS CHARGES	848.52
	Vendor Total		**11,304.40**		
FYTD for SOUTHERN CALIFORNIA GAS CO.			**37,468.71**		
SPARKLETTS					
	1/18/2011	205912	39.92		
				WATER SERVICE	12.28
				WATER SERVICE	27.64
	1/24/2011	206053	4.50		
				WATER SERVICE	4.50
	Vendor Total		**44.42**		
FYTD for SPARKLETTS			**426.91**		
SPECIALIZED BUSINESS SYSTEM, INC.					
	1/24/2011	206054	528.05		
				LEKTRIEVER MAINTENANCE	528.05
	Vendor Total		**528.05**		
FYTD for SPECIALIZED BUSINESS SYSTEM, INC.			**528.05**		
SPECK, GARY B.					
	1/3/2011	881863	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**2,231.11**		
SPECTRUM CARE					
	1/18/2011	881924	12,333.33		
				LANDSCAPE MAINT-ZONE E-1	10,540.00
				LANDSCAPE MAINT-ZONE E-1	1,793.33
	Vendor Total		**12,333.33**		
FYTD for SPECTRUM CARE			**90,835.36**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPENCER, MARTHA					
	1/3/2011	881864	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for SPENCER, MARTHA			**1,397.06**		
SPRINT/NEXTEL					
	1/18/2011	881925	642.44		
				CELL PH CHGS-GTF	35.22
				CELL PH CHGS-SET	607.22
	Vendor Total		**642.44**		
FYTD for SPRINT/NEXTEL			**2,589.23**		
STANDARD INSURANCE CO					
	1/18/2011	205913	1,926.44		
				SUPPLEMENTAL INSURANCE	1,926.44
	Vendor Total		**1,926.44**		
FYTD for STANDARD INSURANCE CO			**227,964.72**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC					
	1/24/2011	881961	274.00		
				MONITORING SVCS-ANML SHLTR	175.00
				MONITORING SVCS-POLICE	99.00
	Vendor Total		**274.00**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**16,197.49**		
STATE BOARD OF EQUALIZATION					
	1/25/2011	1231101	1,976.00		
				SALES & USE TAX 10/1-12/31/10	1,976.00
	1/31/2011	206148	5,047.31		
				ELECTRICAL ENERGY SURCHARGE	5,047.31
	Vendor Total		**7,023.31**		
FYTD for STATE BOARD OF EQUALIZATION			**20,559.31**		
STATE DISBURSEMENT UNIT					
	1/6/2011	2773	1,835.37		
				CHILD SUPPORT W/H 01/06/11	1,835.37
	1/20/2011	2782	1,863.89		
				CHILD SUPPORT W/H 1/20/11	1,863.89
	Vendor Total		**3,699.26**		
FYTD for STATE DISBURSEMENT UNIT			**18,335.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE				
1/18/2011	205914	2,961.00		
			FINGERPRINTING SVCS-PD	2,961.00
1/31/2011	206149	2,649.00		
			BLOOD ALCHL ANLYS-PD	945.00
			BLOOD ALCHL ANLYS-PD	350.00
			BLOOD ALCHL ANLYS-PD	490.00
			FINGERPRINTING SVCS-HR	192.00
			FINGERPRINTING SVCS-STARS	64.00
			FINGERPRINTING SVCS-VOL SVCS	32.00
			FINGERPRINTING SVCS-B/L	32.00
			FINGERPRINTING SVCS-PARKS	64.00
			FINGERPRINTING SVCS-PARKS	192.00
			FINGERPRINTING SVCS-PD	288.00
	Vendor Total	**5,610.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**39,702.00**		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
1/18/2011	205915	145.34		
			REFUND-MVU	51.99
			REFUND-MVU	93.35
	Vendor Total	**145.34**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,771.30**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
1/18/2011	205916	2,889.12		
			TRANSCRIPTION SVCS-PD	2,889.12
	Vendor Total	**2,889.12**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**21,479.68**		
STERICYCLE (BFI)				
1/31/2011	881991	1,219.52		
			MED WASTE HAULING SVC	609.81
			MED WASTE HAULING SVC	609.71
	Vendor Total	**1,219.52**		
FYTD for STERICYCLE (BFI)		**3,901.50**		
STEVE'S VALLEY NURSERY				
1/24/2011	206055	175.00		
			PARK SAND	175.00
	Vendor Total	**175.00**		
FYTD for STEVE'S VALLEY NURSERY		**175.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEWART, CLIFFORD					
	1/3/2011	881865	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for STEWART, CLIFFORD			**1,774.42**		
STEWART, RICHARD A.					
	1/24/2011	206056	168.86		
				REFUND-CANDIDATE STATEMENT	168.86
	Vendor Total		**168.86**		
FYTD for STEWART, RICHARD A.			**168.86**		
STRADLING, YOCCA, CARLSON & RAUTH					
	1/10/2011	205831	10,293.96		
				LEGAL SVCS	2,227.43
				LEGAL SVCS	4,004.83
				LEGAL SVCS	250.00
				LEGAL SVCS	250.00
				LEGAL SVCS	1,282.35
				LEGAL SVCS	754.35
				LEGAL SVCS	425.00
				LEGAL SVCS	100.00
				LEGAL SVCS	700.00
				LEGAL SVCS	300.00
	1/18/2011	205917	300.36		
				LEGAL SVCS	300.36
	Vendor Total		**10,594.32**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH			**42,017.74**		
STRICKLER ASSOCIATION, THE					
	1/24/2011	881963	7,377.50		
				NEIGHBORHOOD STABILIZATION	2,745.00
				NEIGHBORHOOD STABILIZATION	1,252.50
				NEIGHBORHOOD STABILIZATION	3,380.00
	Vendor Total		**7,377.50**		
FYTD for STRICKLER ASSOCIATION, THE			**14,657.50**		
STRICKLER II, JOHN W.					
	1/3/2011	881866	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE					
	1/3/2011	205790	114.08		
				MISC. SUPPLIES-POLICE	13.03
				MISC. SUPPLIES-POLICE	22.83
				MISC. SUPPLIES-POLICE	8.69
				MISC. SUPPLIES-POLICE	69.53
	1/18/2011	205918	75.95		
				MISC.SUPPLIES-PARK MAINT.	32.46
				MISC.SUPPLIES-POLICE	43.49
	1/31/2011	206150	27.13		
				MISC SUPPLIES-PD	27.13
	Vendor Total		**217.16**		
FYTD for SUNNYMEAD ACE HARDWARE			**1,285.47**		
SWITZER, BANGON					
	1/31/2011	206151	112.00		
				REFUND-CLASS CANCELED	112.00
	Vendor Total		**112.00**		
FYTD for SWITZER, BANGON			**112.00**		
TARUCA, CARLOS					
	1/24/2011	206057	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for TARUCA, CARLOS			**100.00**		
TAX COMPLIANCE SERVICES					
	1/18/2011	205919	6,250.00		
				UUT COMPLIANCE SERVICES	6,250.00
	Vendor Total		**6,250.00**		
FYTD for TAX COMPLIANCE SERVICES			**31,250.00**		
TEACHER CREATED MATERIALS, INC.					
	1/31/2011	206152	6,129.20		
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.85
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-SHIPPING	419.99
	Vendor Total		**6,129.20**		
FYTD for TEACHER CREATED MATERIALS, INC.			**6,129.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TEK WORKS					
	1/24/2011	206073	13,647.08		
				REPLCMNT OF EBI KEYCARD SYSTEM	12,802.19
				RELOCATE SYS PANEL AT CITY YRD	844.89
	1/31/2011	881992	145.81		
				REPAIRS @ ESA ANNEX	145.81
	Vendor Total		**13,792.89**		
FYTD for TEK WORKS			**63,284.87**		
THE GAS COMPANY					
	1/10/2011	205832	213.84		
				LINE EXTENSION-HIGHLND FIRE ST	213.84
	Vendor Total		**213.84**		
FYTD for THE GAS COMPANY			**213.84**		
THE SMOKE DETECTORS					
	1/10/2011	205833	1,000.00		
				TRUCK SMOKE OPACITY TESTS	1,000.00
	Vendor Total		**1,000.00**		
FYTD for THE SMOKE DETECTORS			**1,000.00**		
THOMSON REUTERS INC					
	1/18/2011	205920	2,652.53		
				LEGAL PUBLICATION SUBSCPTNS	199.09
				LEGAL PUBLICATION SUBSCPTNS	2,453.44
	Vendor Total		**2,652.53**		
FYTD for THOMSON REUTERS INC			**5,554.02**		
THYSSENKRUPP ELEVATOR CORPORATION					
	1/24/2011	206058	45.43		
				REFUND-BUS.LIC OVERPYMT	45.43
	Vendor Total		**45.43**		
FYTD for THYSSENKRUPP ELEVATOR CORPORATION			**45.43**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRICHE, TARA					
	1/24/2011	206059	1,411.92		
				INSTRUCTOR SVCS-BALLET 4	88.80
				INSTRUCTOR SVCS-BALLET 7	155.40
				INSTRUCTOR SVCS-BALLET 5	111.00
				INSTRUCTOR SVCS-BALLET 3	66.60
				INSTRUCTOR SVCS-DANCE 12	257.52
				INSTRUCTOR SVCS-DANCE 6	133.20
				INSTRUCTOR SVCS-DANCE 8	177.60
				INSTRUCTOR SVCS-DANCE 10	222.00
				INSTRUCTOR SVCS-HIP HOP 9	199.80
	Vendor Total		**1,411.92**		
FYTD for TRICHE, TARA			**11,956.92**		
TRI-CITY LINEN SUPPLY, INC.					
	1/3/2011	205791	166.00		
				LINEN SVCS	25.00
				LINEN SVCS	66.00
				LINEN SVCS	75.00
	1/10/2011	205834	50.00		
				LINEN SVCS	25.00
				LINEN SVCS	25.00
	1/18/2011	205921	25.00		
				LINEN SVCS	25.00
	1/31/2011	206153	25.00		
				LINEN RENTAL-CONF & REC CTR	25.00
	Vendor Total		**266.00**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,171.75**		
TROPICAL PLAZA NURSERY, INC					
	1/24/2011	206060	94.20		
				REFUND-BUS.LIC OVERPYMT	94.20
	Vendor Total		**94.20**		
FYTD for TROPICAL PLAZA NURSERY, INC			**94.20**		
TROPICAL PLAZA NURSERY, INC.					
	1/18/2011	205922	16,196.10		
				LANDSCAPE MAINT-ZONE E-2	15,700.00
				LANDSCAPE MAINT-ZONE E-2	496.10
	Vendor Total		**16,196.10**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**130,988.49**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE					
	1/31/2011	881993	14,614.60		
				LANDSCAPE MAINT-ZONE M	5,324.89
				LANDSCAPE MAINT-DSG 1/10	6,804.71
				LANDSCAPE MAINT-E16	2,485.00
	Vendor Total		**14,614.60**		
FYTD for TRUGREEN LANDCARE			**185,249.19**		
TUNTLAND, JAMES					
	1/3/2011	881867	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for TUNTLAND, JAMES			**1,774.42**		
TURF STAR, INC.					
	1/24/2011	206061	700.47		
				GOLF COURSE EQUIP. PARTS	700.47
	Vendor Total		**700.47**		
FYTD for TURF STAR, INC.			**1,268.28**		
U.S. HEALTHWORKS MEDICAL GROUP					
	1/31/2011	206154	515.00		
				PRE-EMPLOYMENT PHYSICALS	360.00
				PRE-EMPLOYMENT PHYSICALS	65.00
				PRE-EMPLOYMENT PHYSICALS	90.00
	Vendor Total		**515.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**6,960.00**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA				
1/18/2011	205923	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205923 ON 1/18/11	-170.00
1/18/2011	205924	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205924 ON 1/18/11	-170.00
1/18/2011	205925	980.34		
			STANDBY LOC TRANSFER FEES	291.67
			STANDBY LOC TRANSFER FEES	397.00
			STANDBY LOC TRANSFER FEES	291.67
1/18/2011	205937	0.00		
			CREDIT TO REVERSE PREV PAYMENT	-291.67
			STANDBY LOC TRANSFER FEES	170.00
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK #205937ON 2/24/11	291.67
			VOIDED CHECK #205937ON 2/24/11	-170.00
			VOIDED CHECK #205937ON 2/24/11	-170.00
Vendor Total		**980.34**		
FYTD for UNION BANK OF CALIFORNIA		**58,713.22**		
UNITED PACIFIC SERVICES, INC				
1/31/2011	206155	16,694.50		
			TREE TRIMMING SVC-E3	9,869.00
			TREE TRIMMING SVC-E8	1,526.50
			TREE TRIMMING SVC-E15	1,065.00
			TREE TRIMMING SVC-E3	678.00
			TREE TRIMMING SVC-E3	2,000.00
			TREE TRIMMING SVC-E4	1,556.00
Vendor Total		**16,694.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**26,811.06**		
UNITED ROTARY BRUSH CORP				
1/10/2011	881891	716.67		
			BROOM KITS-STREET SWEEPER	223.58
			BROOM KITS-STREET SWEEPER	493.09
Vendor Total		**716.67**		
FYTD for UNITED ROTARY BRUSH CORP		**19,134.47**		
UNITED SITE SERVICES OF CA, INC.				
1/18/2011	205936	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
1/24/2011	881965	77.33		
			PORTABLE TOILET SVC-GOLF COURS	77.33
Vendor Total		**184.72**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,331.38**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED STATES TREASURY					
	1/3/2011	205792	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/18/2011	205926	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/31/2011	206156	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	Vendor Total		**150.00**		
FYTD for UNITED STATES TREASURY			**800.00**		
UNITED WAY OF INLAND VALLEYS					
	1/3/2011	205793	627.18		
				UNITED WAY CONTRIBUTIONS	627.18
	1/18/2011	205927	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	1/31/2011	206157	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	Vendor Total		**1,641.56**		
FYTD for UNITED WAY OF INLAND VALLEYS			**9,874.90**		
URRUTIA, MARIO					
	1/31/2011	206158	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for URRUTIA, MARIO			**20.00**		
USA MOBILITY/ARCH WIRELESS					
	1/24/2011	881966	36.59		
				PAGER SVC-PARK RANGERS	2.01
				PAGER SVC-TRANSP. DIV.	4.66
				PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total		**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS			**507.92**		
VA CONSULTING, INC.					
	1/18/2011	881927	11,056.75		
				AUTO MALL STREET UPGRADES PROJ	2,317.10
				AUTO MALL STREET UPGRADES PROJ	1,037.90
				AUTO MALL STREET UPGRADES PROJ	5,711.30
				AUTO MALL STREET UPGRADES PROJ	1,990.45
	Vendor Total		**11,056.75**		
FYTD for VA CONSULTING, INC.			**83,455.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY					
	1/24/2011	881967	1,415.00		
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-FIRE #2	45.00
				PEST CNTRL-FIRE #6	45.00
				PEST CNTRL-FIRE #48	45.00
				PEST CNTRL-FIRE #58	45.00
				PEST CNTRL-FIRE #65	45.00
				PEST CNTRL-FIRE #91	45.00
				PEST CNTRL-FIRE #91SPECIAL	45.00
				PEST CNTRL-SENIOR CENTER	55.00
				PEST CNTRL-TOWNGATE C/C	45.00
				PEST CNTRL-UTILITIES FIELD OFF	45.00
				PEST CNTRL-PUBLIC LIBRARY	55.00
				PEST CNTRL-P.S.B.	75.00
				PEST CNTRL-CITY HALL	75.00
				PEST CNTRL-CITY YARD	115.00
				PEST CNTRL-TRANSPORT TRAILER	45.00
				PEST CNTRL-PRO SHOP	22.50
				PEST CNTRL-MVTV-3	22.50
				PEST CNTRL-C & R	75.00
				PEST CNTRL-ANIMAL SHELTER	115.00
				PEST CNTRL-ANNEX # 1	55.00
				PEST CNTRL-HOBBY SHOP	45.00
				PEST CNTRL-MARCH ASES BLDG.	45.00
				PEST CNTRL-MARCH C/C	45.00
	1/31/2011	881994	540.00		
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
	Vendor Total		**1,955.00**		
FYTD for VACATE PEST ELIMINATION COMPANY			**11,475.00**		
VALI COOPER & ASSOCIATES, INC.					
	1/18/2011	881928	640.00		
				DAY ST IMPRVMNTS PROJ SVCS	640.00
	Vendor Total		**640.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.			**67,645.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VAS ASSOCIATES, INC.					
	1/24/2011	881968	17,040.00		
				TEMP STAFFING SVCS-CAP PROJS	17,040.00
	Vendor Total		**17,040.00**		
FYTD for VAS ASSOCIATES, INC.			**130,080.00**		
VASQUEZ, LIZ					
	1/31/2011	206159	30.00		
				REFUND-DOG ADOPTION	30.00
	Vendor Total		**30.00**		
FYTD for VASQUEZ, LIZ			**30.00**		
VERIZON					
	1/24/2011	206062	1,683.14		
				BACKBONE CHARGES	1,683.14
	Vendor Total		**1,683.14**		
FYTD for VERIZON			**11,861.61**		
VERIZON CALIFORNIA					
	1/31/2011	206160	618.41		
				PHONE CHRGS-ERC	618.41
	Vendor Total		**618.41**		
FYTD for VERIZON CALIFORNIA			**5,053.34**		
VICTOR MEDICAL CO					
	1/10/2011	205835	783.00		
				ANIMAL MEDICAL SUPPLIES	783.00
	Vendor Total		**783.00**		
FYTD for VICTOR MEDICAL CO			**8,299.81**		
VIGIL, ERNEST					
	1/3/2011	881868	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for VIGIL, ERNEST			**2,231.11**		
VINCENT, CLARENCE					
	1/3/2011	205794	1,657.32		
				JAN - 1/2 OF NOV '10, PAID JAN	1,657.32
	Vendor Total		**1,657.32**		
FYTD for VINCENT, CLARENCE			**1,657.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VINTAGE ROOFING AND SOLAR CO, INC					
	1/24/2011	206063	70.35		
				REFUND-BUS.LIC OVERPYMT	70.35
	Vendor Total		**70.35**		
FYTD for VINTAGE ROOFING AND SOLAR CO, INC			**70.35**		
VISION SERVICE PLAN					
	1/18/2011	881929	4,554.54		
				EMPLOYEE VISION INSURANCE	4,554.54
	Vendor Total		**4,554.54**		
FYTD for VISION SERVICE PLAN			**30,531.47**		
VISTA PAINT CORPORATION					
	1/10/2011	205836	999.23		
				PAINT & SUPPLIES	937.21
				PAINT & SUPPLIES	62.02
	Vendor Total		**999.23**		
FYTD for VISTA PAINT CORPORATION			**6,041.62**		
VULCAN MATERIALS CO, INC.					
	1/10/2011	205837	103.17		
				ASPHALTIC MATERIALS	103.17
	1/31/2011	206161	486.00		
				ASPHALTIC MATERIALS	171.69
				ASPHALTIC MATERIALS	104.54
				ASPHALTIC MATERIALS	105.23
				ASPHALTIC MATERIALS	104.54
	Vendor Total		**589.17**		
FYTD for VULCAN MATERIALS CO, INC.			**15,606.55**		
WAGGONER JR., GLENN C.					
	1/3/2011	881869	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGGONER JR., GLENN C.			**2,231.11**		
WAGNER, GARY D.					
	1/3/2011	881870	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.			**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGONER, ROBERT					
	1/3/2011	881871	360.40		
				12-8-10 - 2-8-11, PAID JAN '11	360.40
	Vendor Total		**360.40**		
FYTD for WAGONER, ROBERT			**1,441.60**		
WAGY, CARYLON					
	1/3/2011	205795	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**2,231.11**		
WALKER, ANTHONY					
	1/18/2011	205928	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for WALKER, ANTHONY			**50.00**		
WALKER, DONNA JEAN					
	1/18/2011	881930	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for WALKER, DONNA JEAN			**304.00**		
WANG'S APARTMENT					
	1/18/2011	205929	95.00		
				REFUND-BUS.LIC OVERPYMT	95.00
	Vendor Total		**95.00**		
FYTD for WANG'S APARTMENT			**95.00**		
WASSON, KIRK					
	1/18/2011	881931	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for WASSON, KIRK			**722.00**		
WAXIE SANITARY SUPPLY					
	1/18/2011	205930	97.95		
				JANITORIAL SUPPLIES	56.06
				JANITORIAL SUPPLIES	34.01
				JANITORIAL SUPPLIES	7.88
	Vendor Total		**97.95**		
FYTD for WAXIE SANITARY SUPPLY			**97.95**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO BANK					
	1/24/2011	206064	2,000.00		
				A/C 22631700 TABS SERIES A	2,000.00
	1/31/2011	206162	4,000.00		
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
	Vendor Total		**6,000.00**		
FYTD for WELLS FARGO BANK			**14,500.00**		
WELLS FARGO BANK, NA					
	1/31/2011	206163	750.00		
				ESCROW RE: 97 LRB PRIVT PLCMNT	750.00
	Vendor Total		**750.00**		
FYTD for WELLS FARGO BANK, NA			**750.00**		
WELLS FARGO CORPORATE TRUST					
	1/3/2011	110101	1,273.34		
				INT ON 97 CH COP VAR RATE BOND	1,273.34
	Vendor Total		**1,273.34**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WEST COAST DRYWALL & PAINT					
	1/24/2011	206065	25.52		
				REFUND-BUS.LIC OVERPYMT	25.52
	Vendor Total		**25.52**		
FYTD for WEST COAST DRYWALL & PAINT			**25.52**		
WEST PUBLISHING CORPORATION					
	1/31/2011	206164	535.00		
				AUTO TRACK SVCS-PD	535.00
	Vendor Total		**535.00**		
FYTD for WEST PUBLISHING CORPORATION			**3,710.00**		
WESTCON ELEVATOR, INC					
	1/24/2011	206066	32.30		
				REFUND-BUS.LIC OVERPYMT	32.30
	Vendor Total		**32.30**		
FYTD for WESTCON ELEVATOR, INC			**32.30**		
WESTERN INSULATIONS, LP					
	1/24/2011	206067	74.17		
				REFUND-BUS LIC OVRPMT	74.17
	Vendor Total		**74.17**		
FYTD for WESTERN INSULATIONS, LP			**74.17**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WESTERN MUNICIPAL WATER DISTRICT					
	1/24/2011	206068	163.33		
				WATER CHARGES	41.22
				WATER CHARGES	61.83
				WATER CHARGES	60.28
	Vendor Total		**163.33**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT			**15,595.04**		
WHEMPNER, LYLE					
	1/24/2011	206069	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for WHEMPNER, LYLE			**20.00**		
WIELIN, RONALD A.					
	1/3/2011	881872	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.			**2,231.11**		
WILLDAN AND ASSOCIATES					
	1/24/2011	206070	8,474.16		
				PROF.SVCS-PLAN CHECKS	8,474.16
	Vendor Total		**8,474.16**		
FYTD for WILLDAN AND ASSOCIATES			**82,201.48**		
WILLIAMS, JANE L.					
	1/3/2011	881873	200.93		
				DEC '10, PAID JAN '11	128.78
				VSP SEPT-NOV '10, PAID JAN '11	72.15
	Vendor Total		**200.93**		
FYTD for WILLIAMS, JANE L.			**1,168.14**		
WILLIAMS, LARRY					
	1/3/2011	205796	3,710.00		
				DEC 09-NOV 10, PD JAN '11	3,710.00
	Vendor Total		**3,710.00**		
FYTD for WILLIAMS, LARRY			**3,710.00**		
WILLOUGHBY, LORIA					
	1/24/2011	881969	26.50		
				MILEAGE REIMBURSEMENT	26.50
	Vendor Total		**26.50**		
FYTD for WILLOUGHBY, LORIA			**326.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WINCHESTER ASSOCIATES					
	1/18/2011	205931	2,317.00		
				REFUND-CLOSED-CHG.ZONE	2,317.00
	Vendor Total		**2,317.00**		
FYTD for WINCHESTER ASSOCIATES			**2,317.00**		
WINZLER & KELLY CONSULTING ENGINEERS					
	1/31/2011	881995	11,210.00		
				TEMP STAFFING SVCS-UTILITIES	11,210.00
	Vendor Total		**11,210.00**		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS			**52,057.50**		
WIRZ & COMPANY					
	1/10/2011	205838	6.37		
				SALES TAXES FOR TOW LABELS	6.37
	Vendor Total		**6.37**		
FYTD for WIRZ & COMPANY			**2,087.80**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.					
	1/18/2011	881932	130.00		
				JANITORIAL SVCS-SENIOR SPECIAL	130.00
	1/24/2011	881970	3,208.75		
				JANITORIAL SVCS-DAY PORTER	1,768.75
				JANITORIAL SVCS-FAC.ANNEX	960.00
				CLEANING SVCS-TOWNGATE	480.00
	1/31/2011	881996	24,980.97		
				JANITORIAL SVCS-SNNYMD ELEM	184.10
				JANITORIAL SVCS-RAINBOW ELEM	310.19
				JANITORIAL SVCS-MAPLE ELEM	310.19
				JANITORIAL SVCS-STARS	224.16
				JANITORIAL SVCS-SNNYMD MIDDLE	152.10
				JANITORIAL SVCS-FAC ANNX	1,080.00
				SPECIAL CLEANINGS-CONF & REC C	2,625.00
				JANITORIAL SVCS-CITY HALL	3,532.79
				JANITORIAL SVCS-CITY YARD	260.28
				JANITORIAL SVCS-TRANS. TRAILER	73.80
				JANITORIAL SVCS-EMERG OPS CTR	516.27
				JANITORIAL SVCS-SP DIST ANNEX	551.73
				JANITORIAL SVCS-FACIL. ANNEX	93.24
				JANITORIAL SVCS-LIBRARY	1,328.85
				JANITORIAL SVCS-MARCH FIELD	955.70
				JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
				JANITORIAL SVCS-GOLF PRO SHOP	644.70
				JANITORIAL SVCS-MVTV STUDIO	58.05
				JANITORIAL SVCS-SENIOR CTR	1,916.18
				JANITORIAL SVCS-CONF & REC CTR	3,447.93
				JANITORIAL SVCS-TS ANNEX	340.08
				JANITORIAL SVCS-TOWNGATE C.C.	691.38
				CARPET DRYING-PD CHIEF'S OFFCE	20.00
				PORT. EXTRACTOR TO DRY CARPET	100.00
	Vendor Total		**28,319.72**		
FYTD for WURM'S JANITORIAL SERVICES, INC.			**188,298.85**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX					
	1/18/2011	205934	1,571.48		
				COPIER RNTL/MAINT-PARKS	359.34
				COPIER RNTL/MAINT-PARKS	779.48
				COPIER RNTL/MAINT-PARKS	432.66
	1/31/2011	206165	8,664.45		
				COPIER EXCESS PRINTS-STARS	2,619.28
				COPIER EXCESS PRINTS-STARS	1,895.34
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,888.43
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,366.58
				COPIER RNTL/MAINT-GRAPHICS	1,422.13
				COPIER RNTL/MAINT-GRAPHICS	397.79
				CREDIT-METER EXCESS PRINTS	-1,522.09
				CREDIT-METER EXCESS PRINTS	-1,631.99
	Vendor Total		**10,235.93**		
FYTD for XEROX			**47,777.96**		
YAMASHITA, JULIA J.					
	1/3/2011	881875	309.40		
				OCT-NOV '10, PAID JAN '11	309.40
	Vendor Total		**309.40**		
FYTD for YAMASHITA, JULIA J.			**1,237.60**		
ZELAYA, XENIA					
	1/24/2011	206071	47.00		
				REFUND-CLASS REGIST	47.00
	Vendor Total		**47.00**		
FYTD for ZELAYA, XENIA			**47.00**		
	Subtotal		**1,176,392.93**		
	GRAND TOTAL		**12,324,061.41**		

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015.

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017.

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto.

BACKGROUND

On June 10, 2008, the City Council awarded an agreement to STK Architecture (STK) for design professional consultant services for the Cottonwood Fire Station. The City Council also authorized the selected consultant to design future Fire Station Nos. 65 and 107 (Morrison Park) based on a qualification-based selection process subject to funding availability, fee negotiations with the preferred consultant, STK, and City Council approval.

In approving the FY 09/10 Capital Improvement Project (CIP) budget, the City Council reappropriated funding for various fire stations, allowing the Fire Department additional time to reanalyze its coverage area to size a fire station and locate it at the most effective location

On February 8, 2010, the Fire Chief presented a request to, and received concurrence from, the Public Safety Subcommittee for design and construction of the Morrison Park Fire Station.

On March 23, 2010, the City Council approved the Agreement for Design Professional Consultant Services with STK Architecture, Inc. for architectural and engineering design and construction contract administration services for Morrison Park Fire Station.

DISCUSSION

The Morrison Park Fire Station is located on APN 487-370-017, owned by the City, at 13400 Morrison Street. The adjacent property along the north property line, APN 487-370-015, is owned by YMCA of Riverside City and County. This is the future site of the YMCA Youth Center. The Morrison Park Fire Station will be a two-bay fire station with a modified floor plan layout. The fire station will have two driveways accessing from Morrison Street. The northernmost driveway is located directly opposite to Rockport Drive to facilitate the traffic along Morrison Street. This northernmost driveway will be dedicated as a shared driveway between the Fire Station and the future YMCA Youth Center.

As part of the City Condition of Approval for construction of the Morrison Park Fire Station, the City of Moreno Valley and YMCA of Riverside City and County shall enter an Irrevocable Reciprocal Easement for Ingress and Egress to provide right of way for vehicular traffic entering the Fire Station and YMCA Youth Center through the northernmost driveway.

ALTERNATIVES

1. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and authorize the City Manager to execute said “Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will facilitate the construction of needed facilities.*

2. Do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and do not authorize the City Manager to

execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will result in the delay of needed facilities.*

FISCAL IMPACT

The project is funded using 2007 Redevelopment Agency Tax Allocation Bond Series A proceeds (Fund 897) that were specifically allocated for the design and construction of the Morrison Park Fire Station. These funds must be used for their intended purpose and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGET

Fiscal Year 2010/2011 (897.91729)	$6,276,000
Total Funding	**$6,276,000**

ESTIMATED PROJECT COSTS

Final Design/Environmental Assessment/Const. Administration Services (including 10% contingency)	$ 766,000
Inspection, Testing, Geotechnical, and Survey services	$ 155,000
Communications (Riverside County IT services)	$ 50,000
Construction (including furniture and furnishings)	$5,200,000
Administrative Costs (permits, utility fees, Plan Check staff, misc.)	$ 100,000
Total Estimated Project Cost	**$6,271,000**

PRELIMINARY PROJECT SCHEDULE

Design Phase	April 2010 - June 2011
Bid and Award	July 2011 – September 2011
Notice of Construction Award	October 2011
Begin Construction	November 2011
Complete Construction	October 2012
Occupancy	November 2012

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Staff recommends the City Council approve the Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for shared use of the driveway separating the YMCA and Morrison Park Fire Station properties.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-015
Attachment "C" Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-017

Prepared By:
Henry Ngo, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/
City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/
Assistant City Engineer

Concurred By:
Steve Curley
Fire Chief

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\Zurich\shared\PublWork\CapProj\CapProj\PROJECTS\Henry - 11-43472527 - Morrison Park Fire Station\CC Reports\YMCA Agreement - 03-22-11 -- Morrison Park Fire Station.doc

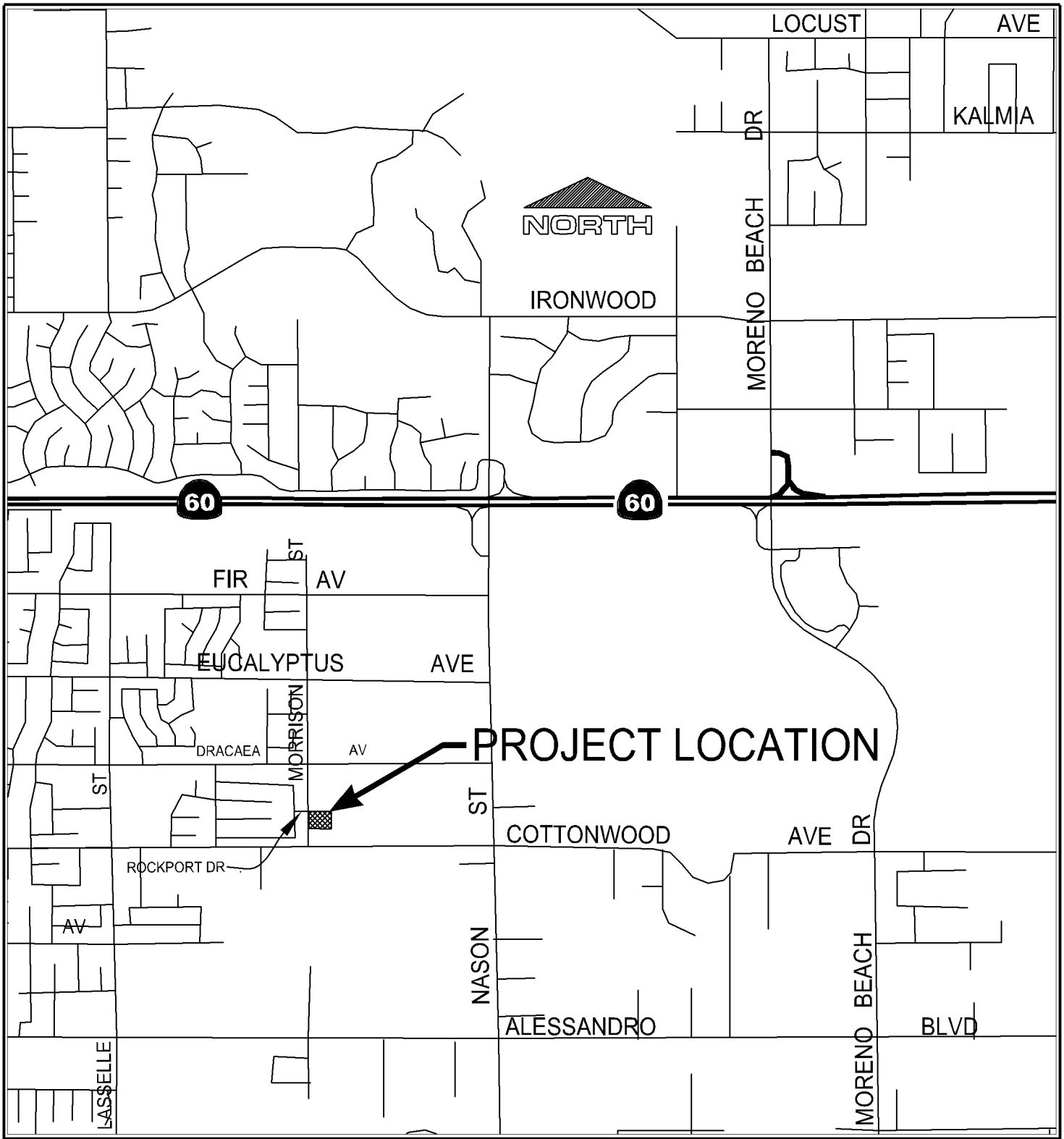

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

Attachment "A"

Morrison Park Fire Station

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MV00099629

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-015

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between YMCA of Riverside City and County ("Grantor") and City of Moreno Valley, A Municipal Corporation ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles exiting the Dominant Tenement from Morrison Street.

B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "B"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Southwest Corner of the Servient Tenement and the Norththwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantor agrees to not use this easement for a means of access for traffic during the construction of any site improvements on the Servient Tenement without written approval from the Grantee.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

YMCA of Riverside City and County

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

City of Moreno Valley, a municipal corporation

Grantee's Signature: _____ Date: _____

HENRY GARCIA, City Manager

Approved as to Form: _____ Date: _____

City Attorney

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-017

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between City of Moreno Valley, A Municipal Corporation ("Grantor") and YMCA of Riverside City and County ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

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B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "C"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Northwest Corner of the Servient Tenement and the Southwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantee may not use this easement for a means of access for traffic during the construction of any site improvements on the Dominant Tenement, nor shall Grantee unreasonably interfere with the ability for ingress and egress to the Servient Tenement by the Grantor without written approval from the Grantor.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

City of Moreno Valley, a municipal corporation

Grantor's Signature: _____ Date: _____

HENRY GARCIA, City Manager

YMCA of Riverside City and County

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Approved as to Form: _____ Date: _____

City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: 2010 ANNUAL REPORT OF THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council:

1) **RECEIVE AND FILE** the 2010 Annual Report of the Planning Commission; and

2) **AUTHORIZE** transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

PLANNING COMMISSION RECOMMENDATION

The 2010 Annual Report was adopted by the Planning Commission on February 24, 2011, and is forwarded to the City Council in accordance with the California Government code.

BACKGROUND

The Government Code mandates an annual Planning Commission report be presented to the legislative body (City Council) on the progress of the General Plan and its implementing mechanisms. The attached 2010 Annual Report of the Planning Commission provides the City Council with a report of the Planning Commission's actions and endeavors for the last year as required by the California Government Code.

DISCUSSION

In 2010, the Planning Commission held public hearings on 8 applications to amend the Municipal Code and/or General Plan. In addition, the Commission acted upon 16 developer-initiated applications, which included Conditional Use Permits, Plot Plans, Development Agreements and Tentative Tract Maps. The Planning Division staff also processed 609 administrative applications which include such projects as: new construction not within 300' of residential, sign permits and home occupation permits and 82 plan check reviews.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Posting of City Council Agenda.

ATTACHMENTS/EXHIBITS

1) 2010 Annual Report of the Planning Commission.

Prepared By:
Grace Espino-Salcedo
Administrative Assistant

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
Community & Economic Development Department
Planning Division

Planning Commission
ANNUAL REPORT
To the City Council

JANUARY – DECEMBER 2010

ATTACHMENT 1

TABLE OF CONTENTS

ACKNOWLEDGEMENTS 3

MAJOR ACCOMPLISHMENTS 5

GENERAL PLAN IMPLEMENTATION 9

PROJECT ACTIVITY 12

ACKNOWLEDGEMENTS

ACKNOWLEDGEMENTS

CITY COUNCIL (Elected)	**DISTRICT**	**TERM EXPIRES**
Bonnie Flickinger, Mayor	4	November 2010
Robin Hastings, Mayor Pro-Tem	3	November 2012
William H. Batey II	5	November 2012
Jesse L. Molina	1	November 2012
Richard A. Stewart	2	November 2010

PLANNING COMMISSION (Appointed)	**TERM EXPIRES**
Rick De Jong, Chairperson	March 31, 2011
Ray L. Baker, Vice-Chairperson	March 31, 2013
Michael S. Geller	March 31, 2013
Richard Dozier	March 31, 2013
George Salas, Jr.	March 31, 2013
Maria Marzoeki	March 31, 2011
George Riechers	March 31, 2011

CITY MANAGER
Robert G. Gutierrez

DEPUTY CITY MANAGER
Rick Hartmann

COMMUNITY DEVELOPMENT DEPARTMENT
Kyle Kollar, Director

Planning Division
John Terell, AICP Planning Official
Darisa Vargas, Senior Administrative Assistant
Grace Espino-Salcedo, Administrative Assistant
Chris Ormsby, AICP Senior Planner
Mark D. Gross, AICP Senior Planner
Claudia Manrique, Associate Planner
Gabriel Diaz, Associate Planner
Jeffrey Bradshaw, Associate Planner
Julia Descoteaux, Associate Planner
Leticia Esquivel, Senior Permit Technician
Yahnel Bishop, Permit Technician
Summer Looy, Permit Technician

MAJOR ACCOMPLISHMENTS

MAJOR ACCOMPLISHMENTS

The Moreno Valley Planning Commission is committed to implementing the adopted General Plan, Development Code and Design Guidelines. The Development Code and Design Guidelines, combined with the adopted Landscape Development and Specifications, are the major tools to implement the General Plan.

The purpose of this Annual Report is to highlight significant accomplishments, summarize ongoing projects, and describe special studies that the Moreno Valley Planning Commission has been working on during the 2010 calendar year. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code.

Major Accomplishments in 2010 were:

Major development projects reviewed by the Planning Commission in 2010 were as follows:

- PA06-0173 (Plot Plan) Construction of 4,877 square feet neighborhood market located in the Village Commercial Zone (VC). Located at southeast corner of Alessandro and Redlands Boulevards (APNS: 478-430-002, 478-430-012, 013, 014 & 015).

- PA07-0147 (Plot Plan), PA07-0157 (Tentative Parcel Map No. 35837) Plot Plan for a 353,869 square foot warehouse distribution building on approximately 16.55 acres. The project includes a Tentative Parcel Map to merge the two existing parcels into one parcel. The site is zoned Light Industrial (LI) which allows for warehouse distribution facilities. Located at the northeast corner of Cactus Avenue and Joy Street.

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial © zones. Location: Citywide.

- PA07-0005 (Municipal Code Amendment), PA10-0004 (General Plan Amendment) Municipal Code Amendment to amend various chapters in Title 9 to change Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. A General Plan Amendment to revise 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre. Location: Citywide.

- PA09-0025 (Plot Plan), PA09-0043 (Tentative Parcel Map No. 36262) Plot Plan with hearing for a vehicle fueling station with eight pumps, a 4,000 square foot convenience store, and a 968 square foot automated drive through carwash on 1.77 acres in the Community Commercial (CC) zone. Located at the southwest corner of Alessandro Boulevard and Moreno Beach Drive.

- PA10-0012 (FY 2010-2011 Capital Improvement Plan Conformance with the General Plan) To make a finding that the Fiscal Year 2010-2011 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan. Various locations throughout the City of Moreno Valley.

- PA06-0185 (General Plan Amendment), PA06-0184 (Change of Zone), PA06-0183 (Tentative Tract Map No. 34748), P09-102 (Variance) Tentative Tract Map No. 34748 for a 135 single-family residential lot subdivision on 40 acres. This project includes a General Plan and Change of zone to change the land use from Business Park (BP) to Residential 5 (R5). Lot sizes will range from 7,200 square feet to 12,576 square feet. The proposed variance covers retaining walls on four lots (Lot Numbers 37, 38, 39 and 40) that are over three feet in height. Located at the southeast corner of Heacock Street and Gentian Avenue.

- PA08-0079 (Master Plot Plan), PA08-0080 (Plot Plan), PA08-0081 (Tentative Tract Map No. 36083) Tentative Tract Map No. 36083 to subdivide a 16.9 acres parcel into 6 pads for commercial retail use. Pad A will include a WinCo Supermarket (95,440 square feet) and Pad F additional retail space (14,800 square feet). No specific buildings have been submitted for the other four parcels. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0045 (Conditional Use Permit) Proposal for the installation of a 50-foot tall monopine telecommunications facility to include 12 antennas, 12TMA antennas, one microwave dish, tow GPS antennas and the associated ground equipment. The monopine and the equipment shelter will be located on the west side of Cottonwood Park in the Residential Agricultural 2 (RA2) zone. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.

- PA10-0021 (General Plan Amendment) General Plan Amendment to modify the City's Bikeway Plan. Location: Citywide.

- PA10-0031 (Municipal Code Amendment) Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding pharmacy land use to the Business Park Mixed-Use (BPX) zone. Location: Citywide.

- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

- PA09-0027 (Conditional Use Permit) Conditional Use Permit to allow Big 6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license from Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 a.m. and 8:30 p.m. Located at 21748 Cottonwood Avenue (APN: 263-160-037). ***(DENIED)***

Other Development Projects reviewed by the Planning Commission in 2010 as follow:

- P10-002 (Amended Plot Plan) Amended Plot Plan for modification of the original conditions of approval for Tentative Parcel Map No. 33275 to re-classify all public roads within the development as private and to eliminate the requirement for a public improvement agreement and security deposit. Located north of Alessandro Boulevard and west of Wilmot Street at Gifford Avenue and Curtis Street. ***(DENIED)***

- P10-020 (Conditional Use Permit) Construction of a new 8,700 square foot multipurpose/sanctuary located in the Community Commercial (CC) Zone. Located at 23750 Alessandro Boulevard (APNs: 296-300-005 & 296-300-007).

GENERAL PLAN IMPLEMENTATION

GENERAL PLAN IMPLEMENTATION

The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The amendments were approved by the Planning Commission and forwarded to the City Council for their approval.

The following General Plan Amendments were recommended for approval by the Planning Commission in 2010:

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial (C) zones. Location: Citywide.

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- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

PROJECT ACTIVITY

PROJECT ACTIVITY

SUMMARY OF PLANNING COMMISSION PROJECT ACTIVITY FOR THE PERIOD JANUARY 2010 THROUGH DECEMBER 2010

PROJECT TYPE	TOTAL PROJECTS REVIEWED
Amended Design Manual	0
Amended Plot Plan	1
Change of Zone	1
Conditional Use Permit	3
Conditional Use Permit Amendment	0
Development Agreement	0
Development Agreement Amendment	0
Municipal Code Amendment	4
General Plan Amendment	4
Modification to Conditions of Approval	0
Parcel Map	0
Plot Plan	4
Plot Plan Amendment	0
Reversion to Acreage	0
Specific Plan Amendment	0
Specific Plan Adoption	0
Tentative Parcel Map	2
Tentative Parcel Map Amendment	0
Tentative Tract Map	2
Tentative Tract Map Amendment	0
Tentative Tract Map Variance	0
Variance	1
Master Plot Plan and Related	1
10 Year Capital Plan Amendment	1
TOTAL PROJECTS	24

* This does not include Administrative Approvals that include such projects as: new construction not within 300' of residential, home occupation permits and signs. There were **609** Administrative Approvals and **82** plan check reviews in 2010.

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MV00099649

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: March 22, 2011

TITLE: Consideration of the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority

RECOMMENDED ACTION

Staff recommends that the City Council approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

BACKGROUND

The Western Riverside Regional Conservation Authority (RCA) was formed in 2004 to administer and implement the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). A joint powers authority, the RCA collectively acquires, administers, operates, and maintains land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the MSHCP. The RCA consists of the County of Riverside and the Cities of Moreno Valley, Lake Elsinore, Hemet, Perris, Riverside, Temecula, Corona, Banning, Beaumont, Norco, Calimesa, Murrieta, San Jacinto, Canyon Lake, Wildomar and Menifee. The City is represented on the RCA Board by Council Member William Batey.

DISCUSSION

The joint powers agreement for the Regional Conservation Authority was originally executed by the County of Riverside and 14 cities in 2004. In March, 2009, the agreement was amended to include the new cities of Wildomar and Menifee. At the February 7, 2011 meeting, the RCA Board of Directors approved the Fourth Amended and Restated agreement adding the City of Eastvale to the joint powers authority upon approval of all the member agencies.

ALTERNATIVES

1) Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff recommends this alternative.*

2) Not approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff does not recommend this alternative.*

FISCAL IMPACT

The proposed amendment to the agreement will have no fiscal impact to the City.

SUMMARY

The approval of the proposed Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority would indicate the City's approval to add the City of Eastvale to the RCA.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Exhibit "A": Letter dated February 7, 2011 and Fourth Amended and Restated Agreement

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Regional Conservation Authority
Western Riverside County

CITY MANAGER
MORENO VALLEY
RECEIVED
2011 FEB 14 AM 9:51

Board of Directors

Chairman
Jeff Stone
County of Riverside

Vice Chairman
Jim Hyatt
City of Calimesa

Kevin Bash
City of Norco

William Batey
City of Moreno Valley

Ben Benoit
City of Wildomar

John Benoit
County of Riverside

Roger Berg
City of Beaumont

Randy Bonner
City of Canyon Lake

Bob Buster
County of Riverside

Maryann Edwards
City of Temecula

Thomas Fuhrman
City of Menifee

Mike Gardner
City of Riverside

Linda Krupa
City of Hemet

Alan Long
City of Murrieta

John Machisic
City of Banning

Melissa Melendez
City of Lake Elsinore

Scott Miller
City of San Jacinto

Eugene Montanez
City of Corona

John Tavaglione
County of Riverside

Mark Yarbrough
City of Perris

Executive Staff

Charles Landry
Executive Director

3403 10th Street, Suite 320
Riverside, California 92501

P.O. Box 1667
Riverside, California 92502-1667

Phone: (951) 955-9700
Fax: (951) 955-8873
www.wrc-rca.org

February 7, 2011

The Honorable Richard A. Stewart, Mayor
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

RE: CITY COUNCIL ACTION REQUESTED – FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Dear Mayor Stewart:

The Board of Directors of the Western Riverside County Regional Conservation Authority, at their meeting of February 7, 2011, approved the Fourth Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the Western Riverside County Regional Conservation Authority. Said amended agreement would add the City of Eastvale to the joint powers authority once all of the member agencies have adopted the proposed amended agreement.

Enclosed is the proposed Amended and Restated JPA along with 26 signature pages for the City of Moreno Valley. We are requesting 26 original signatures in order that all of the member agencies may be provided with a fully executed original of the JPA. Each member agency must place the item on the agenda for approval. Once it is approved, please return the JPA with the 26 original signature pages to me. Once all of the signature pages are received, each member agency will be provided with a fully executed original JPA for their records.

Your expeditious approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement would be greatly appreciated in order that the City of Eastvale may become a member agency of the Western Riverside County Regional Conservation Authority as soon as possible. Should you have any questions, please feel free to call me at (951) 955-9700.

Sincerely,

Honey Bernas
Director of Administrative Services

Enclosures: Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority with 26 Signature Pages

cc: Jane Halstead, City Clerk
Henry T. Garcia, City Manager

Exhibit "A"

FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

This Joint Powers Agreement dated _____, 2011 is made by and between the COUNTY OF RIVERSIDE, and the Cities of BANNING, BEAUMONT, CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE, MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO, TEMECULA and WILDOMAR, hereinafter sometimes referred to collectively as "Parties," for the purpose of acquiring, administering, operating and maintaining land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the Western Riverside County Multiple Species Habitat Conservation Plan, hereinafter referred to as the "MSHCP."

RECITALS

WHEREAS, the Cities and the County, hereinafter sometimes jointly referred to as "Parties", are authorized and empowered to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act"; and

WHEREAS, the County and the Cities each have the authority and power to prepare and implement habitat conservation plans for the protection of rare, threatened and endangered species, and to acquire, own, maintain and operate habitat reserves for such species in connection with said habitat conservation plans; and

WHEREAS, the formation of a single public agency would most efficiently serve the interests of the County and Cities by allowing the County and the Cities to jointly exercise the aforementioned powers; and

WHEREAS, the County in consultation with the Cities has prepared the MSHCP; and

WHEREAS, the County and the Cities desire to organize themselves pursuant to

this Joint Powers Agreement, hereinafter referred to as the "Agreement", to implement the MSHCP should the MSHCP ultimately be approved by the County and Cities; and

WHEREAS, the original Joint Powers Agreement was dated January 27, 2004 and was entered into between the County of Riverside and fourteen (14) cities in western Riverside County; and

WHEREAS, the Cities of Menifee and Wildomar became member agencies on April 7, 2009; and

WHEREAS, the parties and the City of Eastvale desire that the City of Eastvale become a member of the Western Riverside County Regional Conservation Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. **Purpose**. The purpose of this Agreement is to create a public agency to acquire, administer, operate and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP in the event the MSHCP is approved by the County and Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law").

Section 2. **Creation of the Authority**. Pursuant to the Act and the Bond Law, there is hereby created a public agency to be known as the "Western Riverside County Regional Conservation Authority," hereinafter referred to as the "RCA." The RCA shall be a public agency, separate and apart from its members, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. **Powers.** In carrying out the purpose of this Agreement, the RCA shall have the following powers:

A. To make and enter into contracts;

B. To employ agents, consultants, attorneys and employees;

C. To acquire property, and any interest in property, both real and personal by purchase, gift, option, grant, bequest, devise or otherwise, and hold and dispose of such property;

D. To conduct and direct studies and to develop and implement plans to complement, modify or supplement the MSHCP;

E. To incur debts, liabilities, and obligations;

F. To sue and be sued in its own name;

G. To employ reserve managers and other personnel to operate, maintain, and administer the habitat reserves established through implementation of the MSHCP;

H. To be an applicant, make applications for, and receive grants from governmental and private entities and to participate in State bond issues;

I. To prepare project reports and applications, to qualify for grants, and to enter into grant contracts and to do all other things necessary to comply with State and Federal laws and regulations with respect to grants;

J. To borrow or receive advances of funds from its members or from such other sources as may be permitted by law;

K. To contract with its members and other entities who operate or will operate the habitat reserves established through implementation of the MSHCP;

L. To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses to carry out the powers of the RCA;

M. To acquire, hold, and dispose of equipment;

N. To lobby state and federal governments and their officials as well as private entities to obtain funding for implementation of the MSHCP and employ individuals or entities to conduct such lobbying activities on its behalf; and

O. To exercise the powers granted to it under the Act, including, but not limited to, the Bond Law and the powers common to each member, as may be necessary to accomplish the purposes of this Agreement.

P. To invest money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code.

Section 4. **Term.** The term of this Agreement shall continue until terminated by the Parties hereto by their mutual written consent as set forth in Section 5 of this Agreement.

Section 5. **Termination, Withdrawal and Amendment.**

A. This Agreement shall be automatically terminated and considered null and void in the event the MSHCP is not approved by the County and the Cities or appropriate permits are not issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

B. Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal. This Agreement shall thereupon be deemed automatically amended to reflect the withdrawal of said Party from the RCA and this Agreement. Upon withdrawal of any Party from the RCA and this Agreement, the withdrawing Party shall not receive any distribution, partial or otherwise, of any cash or other assets of the RCA.

C. Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to add new Parties; or (2) amended to change any portion of this Agreement. Alternatively, any Western Riverside County city may become a party to the Authority upon such terms

and conditions as established by the Board or Executive Committee. Any Western Riverside County city shall become a party to the Authority by the adoption by the city council of this Agreement and the execution of a written addendum to this Agreement agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board or Executive Committee.

D. The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. Pursuant to California Government Code Sections 6511 and 6512, upon completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, may be returned to the then Parties to the Agreement in proportion to the contributions made, or in the alternative, may be transferred to any local, state, federal or private entity who agrees to assume the duties and obligations of the RCA. However, any distribution of assets shall be subject to the prior discharge of enforceable liability against the RCA. Subject to the foregoing, each Parties proportionate share shall be based upon each Parties contributions to the RCA submitted to the RCA in accordance with Sections 17.A. and B. below.

Section 6. <u>RCA Board and Membership</u>. This Agreement and the authority hereby created shall be administered by the governing body of the RCA which shall be known as the "Board of the Western Riverside County Regional Conservation Authority" hereinafter referred to as the "Board."

The regular members of the Board shall be the five members of the Riverside County Board of Supervisors and one member from each incorporated city who is signatory to the Agreement. Written notification of the appointment of a City representative shall be provided to the Chairperson of the Board.

Each member of the Riverside County Board of Supervisors may appoint an alternate member and each City may appoint one alternate member. Each regular member and alternate City appointed member must hold an elective office on the

respective governing body appointing the regular or alternate member. The Board of Supervisors may appoint a city council member of a member city to represent each Board of Supervisor member as an alternate at meetings of the RCA Board or committees. Notwithstanding the prior sentence, in no event shall the same person serve as a city representative and alternate for the Board of Supervisor's member of the same meeting. Notice of the appointment of an alternate shall be made in writing to the chairperson of the RCA Board. In the absence of a regular member, the alternate member shall, if present, participate in a meeting of the Board the same as if the alternate member were the regular member.

Regular members and alternate members shall serve on the Board during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a regular or alternate member's position on the Board shall automatically terminate if and when the term of the elected public office of such regular or alternate member is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the Board of the name of the replacement regular or alternate member.

Regular members and alternate members, if participating in a meeting of the Board on behalf of a regular member, shall be entitled to compensation for participation in meetings of the Board and necessary traveling and personal expenses incurred in the performance of the member's duties as authorized by the Board. Such compensation shall be fixed by resolution of the Board.

Section 7. <u>Meetings of the RCA Board</u>.

A. **<u>Meetings.</u>** The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be provided to the governing body of each of the Parties and with each Party's designated regular and alternate member. Special meetings and adjourned meetings may be held as required or permitted by law.

B. **Ralph M. Brown Act.** All meetings of the Board, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

C. **Quorum and Voting.** A majority of the members of the Board shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board. Each regular member or alternate member acting in the place of a regular member shall have one vote at meetings of the Board. However, any member of the Board, immediately after a vote of the Board and prior to the start of the next item on the agenda may call for a weighted vote. For an item to be passed by weighted vote, all of the following requirements shall be met:

I. the item shall be approved by a majority of the Board members present at the meeting who represent the Riverside County Board of Supervisors, who each shall have one vote;

II. the item shall be approved by a majority of the Board members present at the meeting who represent Cities, who each shall have one vote; and

III. the item shall be approved by Board members present at the meeting who represent Cities representing a majority of an equal combination of 1) the population of the county living in incorporated areas within the boundaries of the MSHCP Plan area, and 2) the number of acres currently within the Criteria Cells in the incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Eastvale – 1,024 acres; Hemet – 1,158 acres; Lake Elsinore – 14,336 acres; Menifee – 249 acres; Moreno Valley – 2,325 acres; Murrieta – 8,726 acres; Norco – 734 acres; Perris – 3,181 acres; Riverside – 1,201 acres; San Jacinto – 4,580 acres; Temecula – 3,899 acres; and Wildomar – 4,151 acres. Population data shall be determined through California Department of Finance estimates, adjusted annually.

In addition, the Board may, through resolution, revise the above-referenced number of acres due to the addition of a new member entity or other appropriate adjustments as the Board deems necessary.

D. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the RCA.

Section 8. **Officers.** The Board shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year. Additionally, at its first meeting and at the first meeting held in each succeeding calendar year shall, the Board shall select any other officers it deems appropriate. In the event an officer resigns or ceases to be an officer, the Board shall select a replacement therefore at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

A. **Treasurer.** The treasurer of a member agency shall serve as the treasurer of the RCA. The Board pursuant to the adoption of a resolution shall appoint the treasurer of a member agency to serve as the Treasurer. The Treasurer shall have the custody of the RCA money and disburse RCA funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Board. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the RCA and place in the Treasury of the Treasurer to the credit of the RCA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all RCA money so held; pay, when due, out of money of the RCA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the RCA or Board; verify and report in writing on the first day of July, October, January and April of each year to the RCA the amount of money held for the RCA, the amount of receipts since the last report,

and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

B. **Controller.** The Finance Director of a member agency shall serve as the Controller of the RCA. The Board pursuant to the adoption of a resolution shall appoint the finance director of a member agency to serve as the Controller. The Controller shall draw warrants to pay demands against the RCA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of al receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the RCA in the possession of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the RCA, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of the RCA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the RCA available for such purpose. The Board by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Section 9. MSHCP Advisory Committee. Within thirty (30) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department

of Fish and Game for the MSHCP, the Board shall form an MSHCP Advisory Committee. The MSHCP Advisory Committee shall consist of the Riverside County Habitat Conservation Agency (RCHCA) Board of Directors and one representative from each City who is not a member of the RCHCA. Within six (6) months of execution of this Agreement, or at any time thereafter, the Board may review the RCA organizational structure established by this Agreement to determine if it is facilitating MSHCP implementation.

Section 10. Executive Director. The Board shall retain an Executive Director to administer the MSHCP in compliance with the duties and responsibilities set forth in Sections 5.0 and 6.0 of the MSHCP. As required by the MSHCP, the RCA shall initially contract with the County of Riverside to provide an appropriate department or individual to act as the Executive Director within thirty (30) days of the formation of the RCA. The appropriate department or individual shall be recommended by the County's Executive Officer and considered by the Board. It is understood by the Parties to this Agreement that the Board may accept or reject the County Executive Officer's recommendation of an appropriate department or individual to serve as the Executive Director. This contract shall be for an initial term of three (3) years. At least six (6) months prior to the expiration of this initial contract term, the Board shall review the County department's or individual's performance as Executive Director. Based upon this review, the Board may elect to extend the contract with the County or select an alternative entity or individual for the Executive Director position upon expiration of the initial term.

Section 11. RESERVED

Section 12. Monitoring Program Administrator. Upon issuance of the permits for the MSHCP by the U.S. Fish and Wildlife Service and California Department of Fish and Game and for a period of eight (8) years thereafter, the California Department of Fish and Game shall serve as the Monitoring Program Administrator for the MSHCP. The Monitoring Program Administrator shall be responsible for implementing the monitoring program contained in Section 5.0 of the MSHCP and shall perform all duties

and responsibilities as set forth in Sections 5.0 and 6.0 of the MSHCP. Thereafter, the Board may elect to have the Department continue acting in the capacity or shall select an alternative individual or entity for this position if the Board determines that the Department cannot adequately perform the duties and responsibilities of this position.

Section 13. Reserve Managers. The Board shall retain at least one Reserve Manager to manage lands owned by the RCA within the MSHCP Conservation Area. This Reserve Manager(s) shall report to the Executive Director and shall perform all the duties and responsibilities set forth in Section 5.0 and Section 6.0 of the MSHCP. Additionally, Reserve Managers managing lands owned by any Party to this Agreement that are within the MSHCP Conservation Area shall report to the Executive Director.

Section 14. Independent Science Advisors. The Board shall retain, as appropriate, independent science advisors who are qualified biologists and conservation experts with expertise in species covered by the MSHCP and their habitats. Additionally, to the extent feasible, the independent science advisors shall have experience in land management. Independent science advisors shall be retained on an annual basis, shall report to the Executive Director and shall comply with the duties and responsibilities set forth in Section 6.0 of the MSHCP.

Section 15. Funding Coordination Committee. Within one hundred and twenty (120) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department of Fish and Game for the MSHCP, the Board shall form a Funding Coordination Committee to provide recommendations to the Board on local funding priorities and local MSHCP Conservation Area acquisitions. Members of this committee shall be appointed by the Board and shall consist of, at a minimum, representatives of the Parties to this Agreement, the U.S. Fish and Wildlife Service, and the California Department of Fish and Game. To the extent feasible, members of the Funding Coordination Committee shall have expertise in real estate or land use planning and/or experience implementing large scale conservation programs.

The Funding Coordination Committee shall make recommendations to the Board through the Executive Director on local land acquisitions and funding priorities. Additionally, this Committee shall provide a forum to discuss land acquisition priorities of the U.S. Fish and Wildlife Service and California Department of Fish and Game and acquisitions by other entities using non-local sources of revenue. The Board shall establish policies under which the Funding Coordination Committee shall make recommendations to the Board. Such policies shall include conflict of interest guidelines for the Committee members.

The Planning Directors of each Party to this Agreement shall receive prior notice of all meetings of the Funding Coordination Committee. Such notice shall include a meeting agenda and a list of potential acquisition sites, if applicable. The Planning Directors or their designated representatives may participate in Committee meetings, as appropriate.

Section 16. <u>Reserve Management Oversight Committee</u>. The Reserve Management Oversight Committee (RMOC) shall be formed within sixty (60) days of the effective date of the contract between the RCA and the County concerning the establishment of an Executive Director. The RMOC shall be composed of, at a minimum, one representative appointed by each of the following entities:

A. U. S. Fish and Wildlife Service,

B. California Department of Fish and Game,

C. Riverside County Regional Parks and Open Space District,

D. Bureau of Land Management,

E. U.S. Forest Service,

F. California Department of Parks and Recreation,

G. RCA, and

H. Up to five (5) other private or public agencies or entities that own or manage land within the MSHCP Conservation Area.

The RMOC shall serve as the intermediary between the Reserve Managers and the decision making function of the RCA. The Executive Director shall serve as chair of the RMOC.

Section 17. Rules and Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Act, the Bond Law, and the laws of the State of California applicable to a general law city shall govern the RCA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said city in the manner of exercising such powers, as required by Government Code Section 6509. The Board, at its first meeting or as soon thereafter as may be possible, shall adopt such rules and regulations as the Board may deem necessary for the conduct of the RCA's affairs. Among these rules shall be a conflict of interest code and a purchasing ordinance. The Board may, as it deems appropriate, review and revise these rules and regulations.

Section 18. Fiscal Year. The fiscal year of the RCA shall be the period commencing on July 1 of each year and ending on and including the following June 30.

Section 19. Contributions/Estimated Budget.

A. Contributions of Development Mitigation Fees. The Parties to this Agreement shall impose a development mitigation fee on all new development to support the acquisition of additional reserve lands pursuant to the MSHCP. All development mitigation fees collected by the Parties shall be forwarded to the RCA within ninety (90) days after receipt by each Party. The RCA may, in its discretion, conduct an audit of the development mitigation fees collected by any Party to this Agreement.

B. Other Contributions. The RCA may accept contributions of money or property from the Parties or other individuals or entities including but not limited to contributions from Parties, MSHCP Permittees and Special Participating Entities who obtain take authorization under the MSHCP for public utility, schools, transportation, flood control and other public infrastructure projects. Additionally, a Party may hold and

manage its own property as a contribution to implementation of the MSHCP and the MSHCP Conservation Area. Landfill Tipping Fees and Density Bonus Fees collected by the County may be contributed to the RCA on an annual basis subject to the discretion of the Board of Supervisors.

C. Use of Contributions. When approved by the Board, revenues received by the RCA, including without limitation, fees and other contributions, shall be used to implement the MSHCP. In addition, the RCA shall reimburse the County for any and all litigation costs, including but not limited to attorneys fees, incurred in defense of any legal challenge concerning the adoption of the MSHCP or any related actions as well as any costs incurred to establish the Executive Director and any other necessary staff prior to entering into the contract contemplated in Section 10 of this Agreement.

D. Budget. The annual budget for the RCA shall be prepared by the Executive Director. The annual budget shall be based on an estimate of the amount of revenue necessary to implement the MSHCP during the ensuing fiscal year and shall consider necessary land acquisition, improvements, maintenance, management, monitoring, administration, and operation costs during the current fiscal year as such costs are set forth in the then current approved budget for the RCA.

Section 20. <u>MSHCP Reporting Requirements</u>. In order to assist in the preparation of the annual report required to be prepared by the RMOC and submitted to the USFWS, CDFG, and RCA as set forth in the MSHCP and Implementing Agreement, the Parties shall on a monthly basis provide the following information to the RCA:

A. grading permit activity including the number of the permit issued, the location of the development site identified by assessor's parcel number, and the amount of acreage disturbed;

B. single family home and mobile home construction activity within the Criteria Area including the number of the grading, building, site preparation or installation permit issued and the location of the development site identified by assessor's parcel number;

C. development mitigation fee collection including identification by assessor's parcel number of the project for which the fee was collected, the amount of the fee paid, and any exemptions or credits that may have been included in any calculation of the fee; and

D. any other information required to comply with the provisions of the MSHCP as may be determined necessary by the Executive Director.

In addition, the County shall submit on an annual basis all information contained in the Existing Agricultural Operations Database including the amount of new agricultural land, if any, added to the Database as well as any documentation concerning the expansion of agricultural operations within the Criteria Area.

Section 21. Joint Project/Acquisition Review Process. To ensure that the requirements of the MSHCP and its Implementing Agreement are properly met, a joint project/acquisition review process shall be instituted by the RCA. This process is set forth in Section 6 of the MSHCP.

Section 22. Liabilities. Except as may be provided herein, the debts, liabilities and obligations of the RCA shall be the debts, liabilities and obligations of the RCA alone, and not of the Parties to this Agreement.

Section 23. Indemnification. Provided that a Party has acted in good faith and in accordance with this Agreement, the approved MSHCP and its Implementing Agreement and the Permits, the RCA shall defend, indemnify and hold such Party free and harmless from any loss, liability or damage incurred or suffered by such Party by reason of litigation arising from or as a result of any of the following: the Party's development mitigation fee ordinance; the Party's participation in the RCA; actions taken to approve and/or implement the MSHCP; claims of inverse condemnation or unconstitutional takings against a Party; or any other act performed or to be performed by the Party pursuant to this Agreement, the MSHCP, its Implementing Agreement or the Permits; provided, however, that such indemnification or agreement to hold harmless

pursuant to this Section shall be recoverable only out of RCA assets and not from other Parties.

Section 24. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

A. Regional Conservation Authority
Executive Director
3403 10th Street, Suite 320
Riverside, CA 92501
(951) 955-9700
(951) 955-8873 fax

B. County of Riverside
Transportation and Land Management Agency
Agency Director
4080 Lemon Street, 7th Floor
Riverside, CA 92501
(951) 955-6742
(951) 955-6879 fax

C. City of Banning
City Manager
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3103
(951) 922-3128 fax

D. City of Beaumont
City Manager
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
(909) 769-8526 fax

E. City of Calimesa
City Manager
908 Park Ave
Calimesa, CA 92320
(909) 795-9801
(909) 795-4399 fax

F. City of Canyon Lake
City Manager
31516 Railroad Canyon Road

Canyon Lake, CA 92587
(951) 244-2955
(951) 246-2022 fax

G. City of Corona
City Manager
P.O. Box 940
Corona, CA 92878
(951) 736-2371
(951) 736-2493 fax

H. City of Eastvale
City Manager
6080 Hamner Avenue, Suite 103
Eastvale, CA 91752
(951) 361-0900
(951) 361-0888 fax

I. City of Hemet
City Manager
445 E. Florida Avenue South
Hemet, CA 92543
(951) 765-2300
(951) 765-3785 fax

J. City of Lake Elsinore
City Manager
130 S. Main Street
Lake Elsinore, CA 92530
(951) 674-6727 ext. 261
(951) 674-2392 fax

K. City of Menifee
City Manager
29683 New Hub Drive, Suite C
Menifee, CA 92586
(951) 672-6777

L. City of Moreno Valley
City Manager
P.O. Box 88005
Moreno Valley, CA 92553
(951) 413-3008
(951) 413-3760 fax

M. City of Murrieta
City Manager
24601 Jefferson Avenue

Murrieta, CA 92562-9755
(951) 698-1040
(951) 698-9885 fax

N. City of Norco
City Manager
2870 Clark Avenue
Norco, CA 92860
(951) 270-5611
(951) 270-5622 fax

O. City of Perris
City Manager
101 North D Street
Perris, CA 92570
(951) 657-5882
(951) 657-1087 fax

P. City of Riverside
City Manager
3900 Main Street
Riverside, CA 92522
(951) 826-5991
(951) 826-5470 fax

Q. City of San Jacinto
City Manager
595 S. San Jacinto Avenue, Building B
San Jacinto, CA 92583
(951) 487-7342
(951) 654-3728 fax

R. City of Temecula
City Manager
PO Box 9033
Temecula, CA 92589-9033
(951) 694-6440
(951) 694-6499 fax

S. City of Wildomar
City Manager
23738 Clinton Keith Road
Wildomar, CA 92595
(951) 677-7751

The listed addresses shall serve as the official address for any notices until such time as any Party gives notice to all other Parties of a change in address in accordance with the terms of this section.

Section 25. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other party or to other persons or circumstances shall not be affected thereby.

Section 26. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement. Furthermore, the Parties hereto agree upon request to execute, acknowledge and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement.

Section 27. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 28. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 29. Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Section 30. Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 31. Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

Section 32. Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

Section 33. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Original JPA Approved January 27, 2004
Amendment No. 1 Approved April 29, 2007
Amendment No. 2 Approved March 11, 2008
Amendment No. 3 Approved April 7, 2009
Amendment No. 4 Approved _____, 2011

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Dated:_____ **COUNTY OF RIVERSIDE**

Attest:

_____ By:_____
Chairman, Board of Supervisors

Dated:_____ **CITY OF BANNING**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF BEAUMONT**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CALIMESA**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CANYON LAKE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF CORONA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF EASTVALE**

Attest:

_____ By:_____

Dated:_____ **CITY OF HEMET**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF LAKE ELSINORE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MENIFEE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MORENO VALLEY**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MURRIETA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF NORCO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF PERRIS**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF RIVERSIDE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF SAN JACINTO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF TEMECULA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF WILDOMAR**

Attest:

_____ By:_____

City Clerk Mayor

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MV00099677

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES.

BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET

DEVELOPER: MORENO VALLEY PROPERTIES
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve TM 34950-1, a final map for financing purposes.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On August 23, 2007 the Planning Commission of the City of Moreno Valley approved PA06-0105 (TTM 34950), a 665.5 gross acre tentative tract map for finance purposes containing the overall boundary of the Aquabella master plan development. The developer is now proposing to phase the overall tentative tract map. TM 34950-1

contains Lots 1 and 2 of TTM 34950 and is bounded by Brodiaea Avenue on the north, Cactus Avenue on the south, Lasselle Street on the west, and Morrison Street on the east.

DISCUSSION

TM 34950-1 is an 80-acre, two-parcel final map proposed for financing purposes. Therefore, no right-of-way dedications or improvements are required. Right-of-way dedications and improvements will be required at the time development is proposed through a separate planning application process.

ALTERNATIVES

1. Approve TM 34950-1, a final map for financing purposes. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Do not approve TM 34950-1, a final map for financing purposes. Do not authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *Not approving staff's recommendation would result in the disapproval of the developer's final map for financing purposes and the map not recording.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\3-22-11 - TM 34950-1 - Financing Map.doc

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MV00099681

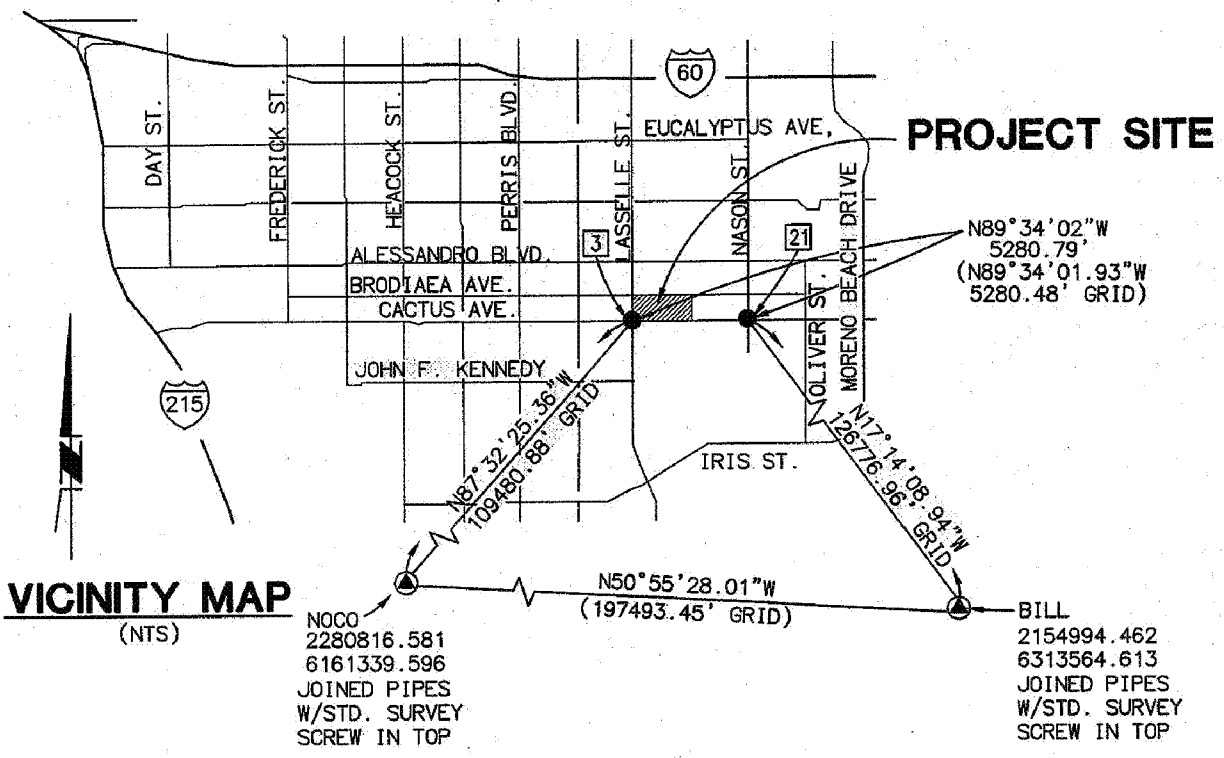

VICINITY MAP
(NTS)

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT "A"	**TR 34950-1** **LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\3-22-11 - TM 34950-1 - Exhibit A.doc

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MV00099683

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

BACKGROUND

CalTrans is accepting proposals for the Transportation Planning Grant Program for Fiscal Year 2011-2012. The grant application has a March 30th deadline.

DISCUSSION

The CalTrans Transportation Planning Grant Program has various components. The Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grant Programs provide funding for communities to plan for a closer connection between transportation and land use. Over the past 10 years, both programs have provided over 300 planning grants totalling over $45 million. These grants have been assisted in developing and studying the sustainability of land use plans to improve the quality of life for many Californians.

Upon an award, ninety percent (90%) of project costs are funded by the Caltrans grant. The remaining 10% is required from the grantee as a local match. Grant-funded products are expected to help foster sustainable economies, increase available affordable housing, improve housing/jobs balance, encourage transit oriented and mixed use development, expand transportation choices, and reflect community values.

Staff is proposing to use grant funds of $150,000 to complete items not covered by the recently received grant from SCAG's Compass Blueprint program for implementation of the Alessandro Boulevard Corridor Demonstration Project that was presented to the Council during the June 15, 2010 Study Session.

The Alessandro Boulevard Corridor Demonstration Project explored opportunities for mixed use transit-oriented development along Alessandro Boulevard. Alessandro Boulevard is an important regional transportation link for Moreno Valley, tying the Riverside County Regional Medical Center via a rapid bus transit line to the future Moreno Valley/ March Field Metrolink Station, as well as the Civic Center, City of Riverside, Meridian Business Park and future March Life Care.

At the time of submittal of this report, staff is still working on the wording of the final proposal of the Alessandro Boulevard Corridor Implementation Project in anticipation of the March 30th submittal deadline.

ALTERNATIVES

1. Approve the proposal as submitted.

2. Approve the proposal with modifications to address City Council concerns.

3. Deny the proposal.

FISCAL IMPACT

The fiscal impact to the City is the 10% local match required by Caltrans from the grantee. The grant proposal includes rezoning areas along Alessandro Boulevard to Residential 30 (R30) as identified in the recently approved General Plan Housing Element. The required environmental studies for the rezoning cannot be covered under the Caltrans grant. The related environmental/CEQA costs are anticipated to be funded by City housing funds, which would qualify as meeting the required match. Should the grant be awarded to the City, the 10% matching funds ($15,000) will be budgeted in RDA Housing Fund account number 894.91310.6291.293. There is no anticipated fiscal impact to the General Fund.

RECOMMENDATION

1. Adopt Resolution No. 2011-29 authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

NOTIFICATION

Posting of the Agenda

ATTACHMENTS/EXHIBITS

1. Resolution No. 2011-29

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099687

RESOLUTION NO. 2011-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR GRANT FUNDS FOR THE CALTRANS TRANSPORTATION PLANNING GRANT (FISCAL YEAR 2011-2012).

WHEREAS, the California Department of Transportation (CalTrans) has provided funds for the program shown above; and

WHEREAS, CalTrans has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by CalTrans require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with CalTrans to carry out the development of the proposal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Council of the City of Moreno Valley authorizes the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" under the CalTrans Transportation Planning Grant (Fiscal Year 2011-2012).

BE IT FURTHER RESOLVED, by the Council of the City of Moreno Valley, appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

BE IT FURTHER RESOLVED, Certifies that applicant understands the assurances and certification in the application.

BE IT FURTHER RESOLVED, Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so.

BE IT FURTHER RESOLVED, Certifies that the Proposal will comply with any applicable laws and regulations.

SIGNATURE PAGE FOLLOWS

Attachment 1

Resolution No. 2011-29
Date Adopted: March 22, 2011

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-29
Date Adopted: March 22, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2011-29
Date Adopted: March 22, 2011

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MV00099691

MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00099693

MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00099695

MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00099697

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Towne Centre and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and

pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map

4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

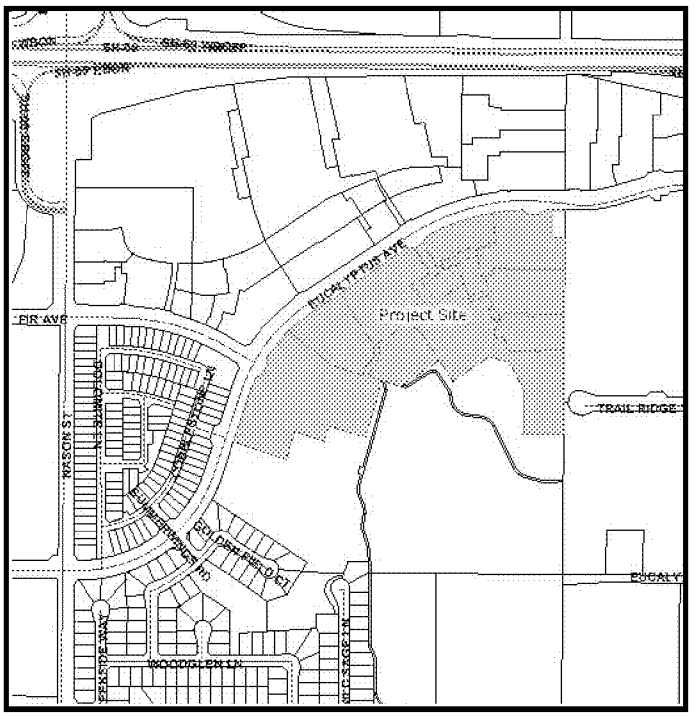

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.
CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

Item No. E.1

MV00099702

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MV00099703

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00099709

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

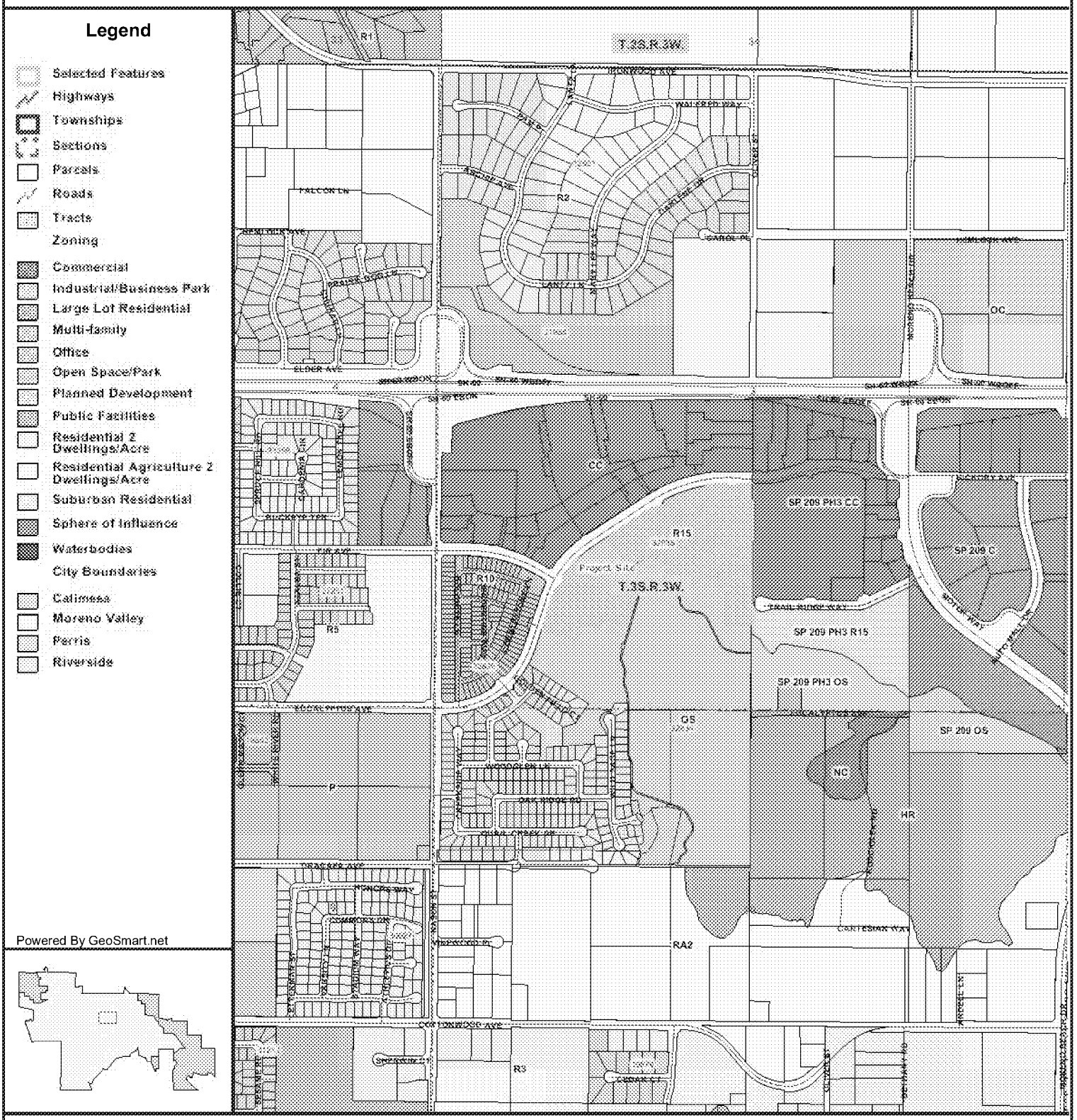

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

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MV00099745

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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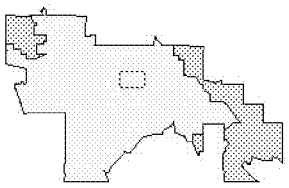

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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ATTACHMENT 4

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MV00099747

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS (Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as "Nature Park" on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will consist of individual lots with detached single-family homes, common open space and private access roads. The non open space includes a recreation

building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

<u>Other Design Considerations</u>

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees along private streets and allow continual break-up of the project massing. In addition, trees will be clustered in strategic locations such as on corner lots, adjacent to

guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the Current Fees.

third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets development standards as allowed under Section 9.03.060 (Planned Unit

Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Act (CEQA) guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation District	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by:

Mark Gross, AICP
Senior Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. -297-ation building floor and elevatior

(provided in reduced format in Exhibit 6).

6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

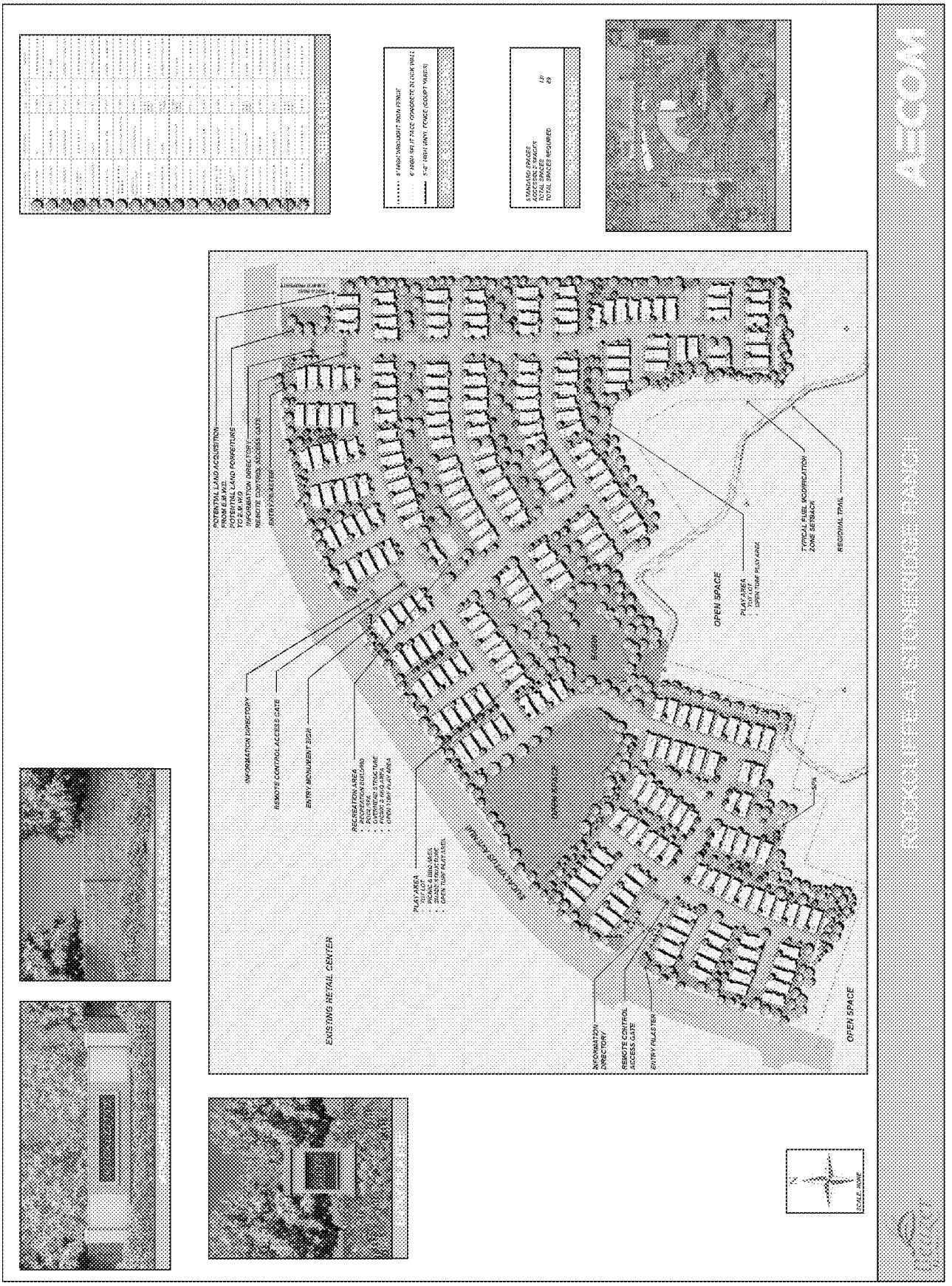

ATTACHMENT 7

Item No. E.1

MV00099768

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

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MV00099771

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

`FROM: Barry Foster, Economic Development Department Director

AGENDA DATE: March 22, 2011

TITLE: FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs, and
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

BACKGROUND

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley for use in programs that provide decent housing and/or provide a variety of social services for low to moderate income residents (see Attachment A for the 2010 Low Income Limits table). These grant programs are known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

Grants are provided on an annual basis to 'Entitlement Cities' (eligible, selected cities with a population exceeding 50,000 - Moreno Valley is classified by HUD as an Entitlement City), with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas.

HUD requires that Entitlement Cities (including Moreno Valley) prepare a Consolidated Plan that directs CDBG activities for a five year period. FY 2011/12 marks the fourth year of the City's FY 2008-2013 Consolidated Plan. Each year, Entitlement Cities must also adopt Annual Action Plan updates of the Consolidated Plan. The Annual Action Plan specifically identifies how the City will allocate both CDBG and HOME funds for the upcoming program year. The Annual Action Plan for FY 2011/12 must comply with the required public notifications and hearings and be received by HUD no later than May 12, 2011.

In accordance with HUD requirements, CDBG Target Areas must be established so that Entitlement Cities may concentrate their programs in areas determined to contain at least 51% of residents earning low and moderate incomes. For a map of the CDBG Target Areas see Attachment B.

Eligible CDBG grant activities can range from social services to capital improvements to economic development programs. HOME funds must be used towards the development of affordable housing activities. Attachment C details eligible and ineligible activities for both programs.

In past years, the City of Moreno Valley has used CDBG to fund a variety of eligible programs including capital improvement projects, code enforcement activities, social service programs, and economic development activities. CDBG regulations allow Entitlement Cities to dedicate up to a maximum 15% of their annual CDBG allocation to the provision of social services, which can include, but are not limited to the following:

- Fair Housing Services\Foreclosure Prevention Programs (Mandated by HUD)
- Career Development and Mid-Career Retraining
- Youth Programs
- Homeless Services
- Crime Prevention Programs

Social services can be provided directly by the Entitlement City or CDBG social service funds can be granted to certified non-profit organizations (known as subrecipients) to provide the desired services or programs.

DISCUSSION

2011/12 CDBG – AVAILABLE FUNDING

HUD has not yet released the allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocation for CDBG and a 9.5% reduction in the allocation for the HOME program. Based on that information, the CDBG allocation is estimated at $1,795,990 ($145,621 less than last years allocation of $1,941,611).The City estimates $269,398 (15% of the total estimated CDBG allocation) will be available for social services. Table 1, below, outlines the proposed CDBG budget based on anticipated allocation. HUD

limits expenditures for certain categories, such as social services and CDBG program administration. The limits and maximum allocations are noted below.

Table 1

FY 2011/12 CDBG ESTIMATED AVAILABLE FUNDING	
Funding Category	Funding Allocation
2011/12 CDBG Estimated Allocation	**$1,795,990**
TOTAL ESTIMATED CDBG FUNDS	**$1,795,990**
A. Program Administration (20% maximum of annual grant)	$359,198
B. Public Social Services (15% maximum of annual grant)	$269,398
C. Public Facilities & Improvements	$350,000
D. Rehabilitation	$10,000
E. Code Enforcement	$366,407
F. Economic Development	$440,987
TOTAL PLANNED CDBG EXPENDITURES	**$1,795,990**

APPLICATION PROCESS

The City must notify the public of available social service funding opportunities and conduct a public hearing to solicit public input regarding the proposed projects. In compliance, a Notice of Funding Availability for CDBG and HOME was published in the Press-Enterprise on January 3, 2011. CDBG and HOME social service applications were available at the City Hall and were mailed directly to interested parties. Applications were due on January 31, 2011.

A CDBG/HOME Technical Review Committee (TRC) comprised of staff was formed to review the CDBG Public Service applications. Prior to making recommendations, the TRC thoroughly evaluated the all applications based on: (1) conformance with federal requirements and City guidelines, (2) community needs identified in the City's Consolidated Plan, (3) priorities established by the City Council at the December 14, 2010 meeting, and (4) available funding resources.

Federal Requirements

HUD requires that at least 70% of the annual CDBG funds be allocated to projects that benefit low and moderate income persons. HUD also requires that CDBG projects meet at least one of three national objectives: (1) benefit persons of low and moderate

income; (2) improve slum or blighted conditions; or (3) respond to an emergency or urgent need.

City Guidelines
On a local level, the City Council has previously adopted guidelines for evaluating social service applications. These include:

- Priority to local providers over those organizations providing equivalent services outside the city.
- The minimum grant level is generally $5,000 for the CDBG Program and $25,000 for the HOME Program (the Council may approve lesser grant amounts).
- Programs should have other funding sources.
- Fair housing services, homeless services, social services, and youth career development, and crime protection programs shall be given funding priority.
- City projects will be given priority.

2011/12 RECOMMENDED CDBG PROJECTS AND PROGRAMS

All recommended CDBG projects and programs fall into one of the following categories:

- Program Administration
- Public Social Services
- Public Facilities and Improvements
- Code Enforcement
- Economic Development
- Rehabilitation

Attachment D provides recommendations for CDBG social service funding in FY 11/12. It includes a list of all CDBG social service applications received, the requested funding, and amount of funding recommended by the TRC.

1) CDBG PROGRAM ADMINISTRATION

HUD limits program administration costs to twenty percent (20%) of the annual CDBG allocation. The FY 2011/12 cap estimated for program administration is $359,198 (based on a total CDBG allocation similar to last year). Funding under this category provides for Economic Development Department staffing, along with the mandatory funding of Fair Housing Services (required by HUD). The Fair Housing Services include education regarding fair housing rights and

responsibilities, investigation of discriminatory practices, and landlord/tenant mediation.

2) PUBLIC SOCIAL SERVICES

Social services are subject to a fifteen percent (15% maximum) limit of the annual CDBG allocation. The maximum social service cap for 2011/12 is estimated at $269,398. Staff and the TRC reviewed a total of 28 public service applications, which were received from City departments, service providers, and non-profit organizations. The TRC conducted comprehensive evaluations of applications and provided a funding recommendation.

The projects recommended by the TRC reflect the community priorities adopted by the City Council on December 14, 2010. Social Service applications recommended for CDBG funding in FY 2011/12 encompass a wide range of programs and services including: 1) emergency and transitional shelter for homeless families; 2) youth, elderly and disabled adult services; 3) crisis counseling; and 4) emergency food distribution.

Please note in addition to recommending most of the programs the City Council previously funded, the TRC is also recommending funding one new program: Catholic Charities Emergency Services.

3) CODE ENFORCEMENT

City code enforcement is an important service partially funded by CDBG. Code Compliance officers provide proactive code compliance within the established CDBG-Target Areas. Code compliance efforts reduce blight and substandard housing conditions as well as promote improved property and building maintenance within the target areas. Staff is recommending maintaining Code Enforcement at approximately the same level as last fiscal year in order to continue their efforts.

4) ECONOMIC DEVELOPMENT

a. Employment Resource Center

In 2009/10, the City partnered with Riverside County Workforce Development to create a local Employment Resource Center (ERC) in Moreno Valley dedicated to providing unemployed or under-employed Moreno Valley residents with a convenient place where they could utilize computers and other standard office equipment, access the internet to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment free of charge. The ERC is very active and averages of over 180 visitors per day. It also has been used by new businesses (such as Burlington Coat Factory and O'Reilly

Automotive) to conduct employee recruitments. Staff is recommending $120,000 to continue providing this valuable service to the community.

b. Moreno Valley New Business Incentive Program

Funding is recommended for the continuation of the New Business Incentive Program intended to assist with the attraction of major employers to locate in the vacant space in the TownGate area, Centerpointe Business Park, and the Moreno Valley Industrial Area Specific Plan areas of the community, thereby creating new employment opportunities for low and moderate income residents. HUD allows Entitlement Cities to use CDBG funds to assist private, for-profit businesses through loans, grants or interest subsidies, so long as the activity provides a public benefit, which in this case would be the creation of full-time permanent jobs (of which 51% are held by or made available to low and moderate income persons) and the boosting of sales tax revenues.

2011/12 HOME PROGRAM – AVAILABLE FUNDING

The estimated FY 2011/12 HOME allocation is $603,264 ($63,325 less than last year's allocation of $666,589). The HOME Program generally funds city-sponsored programs. Program administration has a cap of 10% (or $60,326) of the total HOME allocation. In addition, a minimum of 15% (or $90,490) of the funds must be used by a Community Housing Development Organization (CHDO) to increase the supply of affordable housing for low-income families. Staff is recommending FY 2011/12 HOME funding as outlined in Table 2.

Table 2

FY 2011/12 ESTIMATED HOME ALLOCATION	
2011/12 HOME Estimated Allocation	**$603,264**
Total Estimated HOME Funds	**$603,264**
Program Administration (maximum 10% of allocation)	$60,326
FY 10/11 Community Housing Development Organization (or CHDO, requires 15% of allocation)	$90,490
Housing Projects and Programs	$452,448
Total Planned HOME Expenditures	**$603,264**

2011/12 RECOMMENDED HOME PROJECTS AND PROGRAMS

Attachment E provides program recommendations for HOME funding in FY 2011/12.

1) HOME PROGRAM ADMINISTRATION

Program Administration costs are subject to a ten percent (10%) cap. Grant funding under this category provides for Economic Development Housing program staffing.

2) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-A-SIDE

HUD mandates that a minimum of 15% of HOME funds be allocated toward affordable housing projects to be undertaken by qualified CHDOs. Over FY 11/12 an estimated $90,490 must be allocated to a CHDO for potential affordable housing projects.

3) HOUSING PROJECTS AND PROGRAMS

Utilizing HOME, the City is able to offer single family and multi-family rehabilitation projects and programs. The purpose of these types of projects is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

ALTERNATIVES

Alternative 1 - The City Council may conduct a public hearing and select social service programs and projects for funding as recommended by staff and the TRC. **Staff recommends this alternative because it adheres to HUD program requirements.**

Alternative 2 - The City Council may decline to conduct a public hearing and may choose not to fund any projects as recommended. ***Staff does not recommend this alternative because it could delay preparation, approval and submission of Consolidated/Annual Action Plan to HUD.***

Alternative 3 – The City Council may increase or decrease the recommended levels of funding for specific programs/projects for which the City received an application. ***Use of this alternative can only be utilized if any funding changes meet HUD requirements and conform to overall funding capability.***

FISCAL IMPACT

The estimated CDBG funding allocation for FY 2011/12 is $1,795,990. The estimated HOME funding allocation is $603,264. Both of these allocations are preliminary estimates and subject to the release of fund allocations from HUD. Together, these grants will provide for over 25 important projects and services. Please note that CDBG and HOME is a restricted funding source that must adhere to HUD requirements.

CDBG Accounts		$1,795,990
285	73952 CDBG Programs	
285	73852 CDBG Administration	
285	74052 Code and Neighborhood Enforcement	
176	77110 HOME	$603,264

The proposed program funding selections have NO impact on the City's General Fund. CDBG funding must be used in Target Areas that contain at least 51% of residents earning low to moderate incomes. Eligible programs or projects must meet one of three HUD national objectives, in accordance with City Council adopted community priorities.

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.

2. **PUBLIC SAFETY**
   Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. **POSITIVE ENVIRONMENT**
   The variety of community-based CDBG and HOME programs help develop a positive environment in the community.

4. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

SUMMARY

HUD will allocate to the City of Moreno Valley a grant to administer its Community Development Block Grant (CDBG) programs and HOME Investment Partnership (HOME) programs over the FY 2011/12 program year. CDBG funding is available to

address the needs of low-income persons/areas within the City. HOME funds are available to address affordable housing related needs.

Staff issued a Notice of Available Funding and as a result collected 34 applications (28 CDBG public service, 5 Non-Public Service, and 1 HOME application) requesting funding. HUD has not yet released the final allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocations for CDBG and a 9.5% reduction for HOME therefore; the CDBG allocation is estimated at $1,795,990 ($145,621 less than last year's allocation of $1,941,611). The estimated FY 2011/12 HOME allocation is $603,264 ($60,326 less than last year's allocation of $666,589). This report reviews public social service, affordable housing, and economic development programs recommended for funding by City staff and the Technical Review Committee. City Council selected CDBG and HOME programs will be incorporated into the FY 2011/12 Annual Action Plan.

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on March 7, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A	Income Limits
ATTACHMENT B	CDBG Target Area Map
ATTACHMENT C	Eligible/Ineligible Activities
ATTACHMENT D	CDBG Funding Recommendations
ATTACHMENT E	HOME Funding Recommendations

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Economic Development Department Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099781

ATTACHMENT A

2010 INCOME LIMITS

Effective April 2, 2010 – Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low Income	50%	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
60% Limits (HOME)	60%	$27,300	$31,200	$35,100	$39,000	$42,120	$45,240	$48,360	$51,480
Low Income	80%	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median Income	100%	$45,500	$52,000	$58,500	**$65,000**	$70,200	$75,400	$80,600	$85,800
Moderate Income	120%	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

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MV00099783

City of Moreno Valley CDBG Target Areas

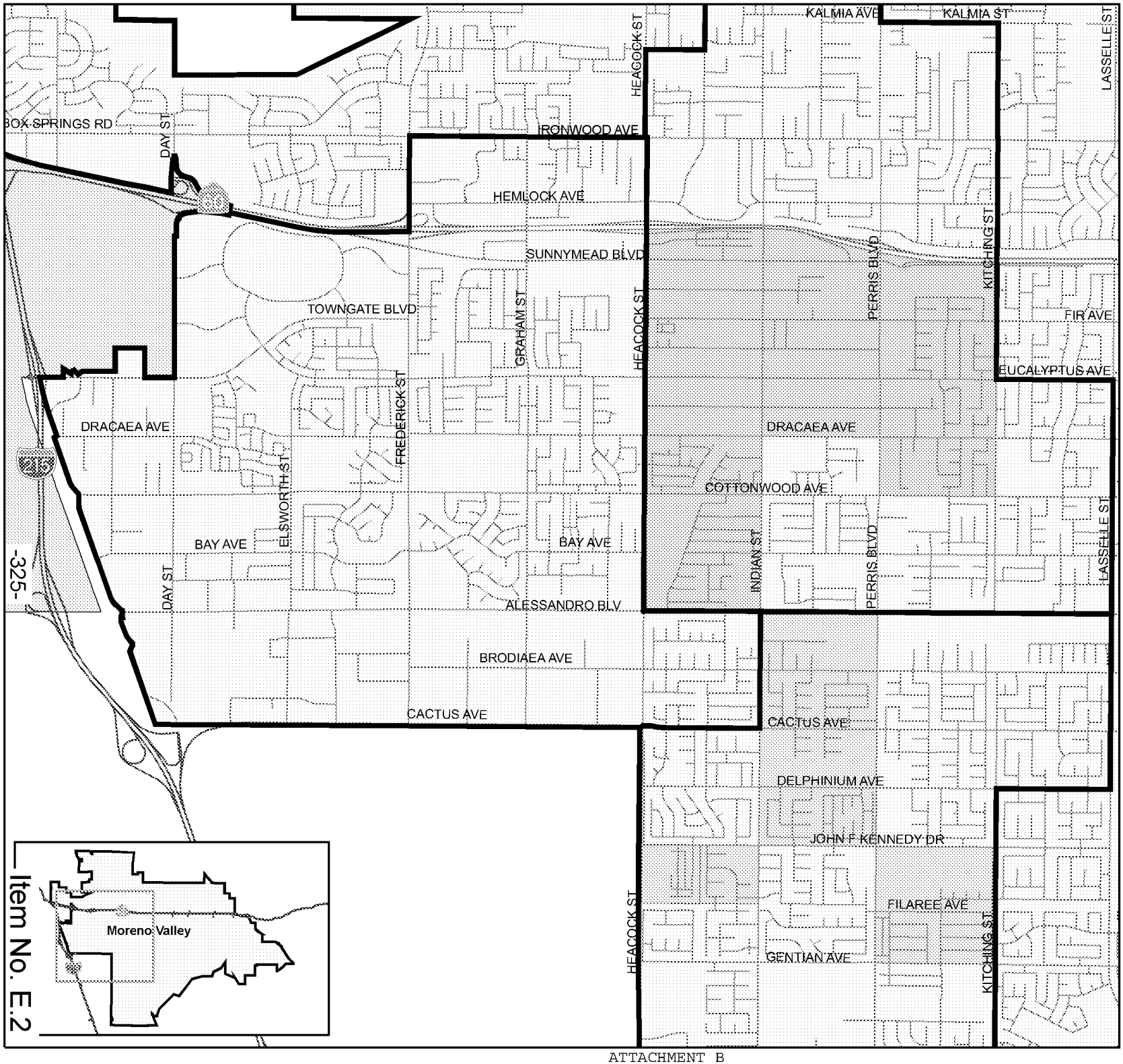

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.2

MV00099784

ATTACHMENT B

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MV00099785

ATTACHMENT C

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

Eligible HOME Activities

- Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

ATTACHMENT D – CDBG PROPOSED PROGRAMS
CDBG – FY 2011/12 – Total Anticipated Funding $1,795,990

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation
A.	ADMINISTRATION (20% CAP – $359,198)				
0	Administrative Staffing	$338,869	$295,530	$324,198	
1	Fair Housing Council of Riverside County (Fair Housing Administration)	$49,453	$53,960	$35,000	
	Subtotal	$388,322	$349,490	$359,198	
B.	PUBLIC SERVICES (15% CAP – $269,398)				
2	Community Foreclosure Prevention Workshops	$44,000	$30,000	$30,000	
3	Community Assistance Program (CAP) Food Program	$30,600	$34,220	$30,600	
4	Friends of the Moreno Valley Senior Center (MoVan) Transportation	$30,000	$30,000	$30,000	
5	Problem Orienting Community Policing (POP) Team	$28,241	na	$0	
6	Fair Housing Council of Riv County – Foreclosure Prevention\Mitigation	$25,000	$25,000	$21,798	
7	Fair Housing Council of Riv County Landlord Tenant Mediation Program	na	$15,000	$15,000	
8	Lutheran Social Services (MARB) Homeless Shelter	$15,000	$21,104	$15,000	
9	Path of Life Transitional Family Shelter (MARB)	$15,000	$30,000	$15,000	
10	PW Enhancement Center – Emergency Services Outreach	$15,000	$32,000	$15,000	
11	Neighborhood Clean-ups	$15,000	$15,000	$15,000	
12	Assistance League/Operation School Bell – Clothes/School Supplies	$10,000	$15,000	$10,000	
13	CASA for Riverside County Foster Youth Program	$10,000	$32,535	$10,000	
14	God's Helping Hand Ministries – Food Bank	$9,000	$10,000	$9,000	
15	Operation Safehouse Shelter for Youth	$8,000	$8,000	$8,000	
16	Alternatives to Domestic Violence Emergency Shelter & Services		$15,000	$7,500	
17	Riverside Area Rape Crisis Center – Child Abuse Prevention Program	$7,500	$7,500	$7,500	
18	Moreno Valley Community Educators – Tutoring Program	$6,400	na	$0	
19	ARC of Riverside – Disabled Adult Day Care Facility	$5,000	$20,000	$5,000	
20	Salvation Army –Food Program	$5,000	$10,900	$5,000	
21	Catholic Charities – Case Worker	na	$35,000	$15,000	
22	MVUSD High School Intervention Program	na	$10,500	$0	
23	Smooth Transition Literacy/Job Readiness/Life Skills Trng	na	$48,872	$0	
24	CVHC – Afterschool/Computer Program	na	$10,000	$0	
25	ReNu Hope Foundation – Pre School Bldg. Improvements	na	$19,413	$0	
26	Volunteer Ctr. '211' Telephone Referral Service	$5,000	$20,000	$5,000	
27	Volunteer Ctr. Rent Caurantee Program	na	$63,000	$0	
28	Alpha & Assoc. – Reclaiming Youth Intervention Program	na	$50,000	$0	
29	MCL Music Changing Lives – Youth Intervention/Music Program	na	$150,000	$0	
30	Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	$50,000	$0	
31	Leading Our World – Help the Streets Outreach Program	na	$1,105,000	$0	
	Subtotal	$283,741	$1,913,044	$269,398	
C.	PUBLIC FACILITIES & IMPROVEMENTS				
32	Street Improvement Project	na	$350,000	$350,000	
	Subtotal	$0	$350,000	$350,000	
D.	REHABILITATION				
33	Habitat for Humanity	$10,000	$10,000	$10,000	
	Subtotal	$10,000	$10,000	$10,000	
E.	CODE ENFORCEMENT				
34	Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390	$263,390	$263,390	
35	Code Enforcement – Foreclosure 'Strike Team'	$103,017	$103,017	$103,017	
	Subtotal	$366,407	$366,407	$366,407	
F.	ECONOMIC DEVELOPMENT				
37	MV New Business Incentive Program	$540,000	$525,000	$220,987	
38	Employment Resource Center	$145,641	$120,000	$120,000	
40	Youth Opportunity Center	$50,000	$25,000	$25,000	
41	Family Service Assoc. Meal Program Facilities	$50,000	$50,000	$25,000	
42	Small Business Development Center	$50,000	$50,000	$50,000	
	Subtotal	$835,641	$770,000	$440,987	
	GRAND TOTAL	$1,884,111	$3,748,941	$1,795,990	

※ New applicants ※ Organization serving homeless population ※ Recommended funding changes over previous year

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ATTACHMENT E
HOME - FY 2011/12 - Total Estimated Available Funding $603,264

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recomendation	City Council Approval
A.	ADMINISTRATION				
	Administrative Staffing (10% CAP - $60,326)	$66,600	$60,326	$60,326	
	Subtotal	$66,600	$60,326	$60,326	
B.	CHDO (MANDATORY)				
	(15% CAP - $90,490)	$99,900	$90,490	$90,490	
	Subtotal	$99,900	$ 90,490	$90,490	
C.	APPLICATIONS				
	Still under review				
	Subtotal				
D.	HOUSING				
	Reserve for Housing Projects and Programs	$522,000	$500,000	$452,448	
	GRAND TOTAL			$603,264	

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MV00099791

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. **Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)**

b. **Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)**

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MV00099793

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 22, 2011

TITLE: APPOINTMENT TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

On February 22, 2011, the City Clerk's Office posted a Notice of Opening for the Planning Commission one term expiring March 31, 2013. Appropriate time frames with respect to noticing vacancies were followed.

Eight applications were submitted and reviewed by the City Council. Four applicants were interviewed by the City Council on February 23, 2011. In alphabetical order, the selected applicants to be placed on the ballot for consideration of appointment are as follows:

Gary E. Baugh, Rick De Jong, and Carlos Ramirez.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Opening
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Interviewed on February 23, 2011

Gary E. Baugh

Rick De Jong

Alvin C. Horn

Carlos Ramirez

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City

Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Southeastern Calif Conf Sev Day Adventist Church (APN 484-030-015) and Buddhadhammo Temple (APN 488-210-014), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD median program specific to these projects, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 22, 2011 and the Public Hearing on April 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APNs 484-030-015 and 488-210-014 were estimated based on the proposed fully improved Alessandro Blvd. and Nason St. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APNs 484-030-015 and 488-210-014 shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Southeastern Calif Conf Sev Day Adventist Church APN 484-030-015 (and any division thereof)	$205 per parcel	$1,579.60
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	$205 per parcel	$1,254.11

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds

collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The Property Owners are being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple.

NOTIFICATION

On February 8, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the Property Owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the March 22, 2011, Public Meeting and April 12, 2011, Public Hearing was published in The Press-Enterprise on March 3, 2011. Additionally, the Public Hearing notification will be published on March 24 and again on March 31, 2011.

ATTACHMENTS

Attachment 1: Southeastern Calif Conf Sev Day Adventist Church mail ballot packet
Attachment 2: Buddhadhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099803

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Abel Cordero
c/o Southeastern Calif Conf Sev Day Adventist
26121 Camelot Ave
Loma Linda, CA 92354

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 484-030-015

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 484-030-015 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 484-030-015 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,579.60 for the proposed Alessandro Blvd. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 484-030-015 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

✓	A check mark substantially inside a box;
X	An X mark substantially inside a box;
●	A dot or oval mark substantially inside a box;
■	A completely shaded or filled mark substantially inside a box;
✳	A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
○	A circle around the box and/or associated clause; or
□	A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 484-030-015

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 484-030-015, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 484-030-015, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
484-030-015 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 484-030-015

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 484-030-015 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,579.60 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 484-030-015, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
484-030-015 (and any division thereof)	☐	☐	$1,579.60

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

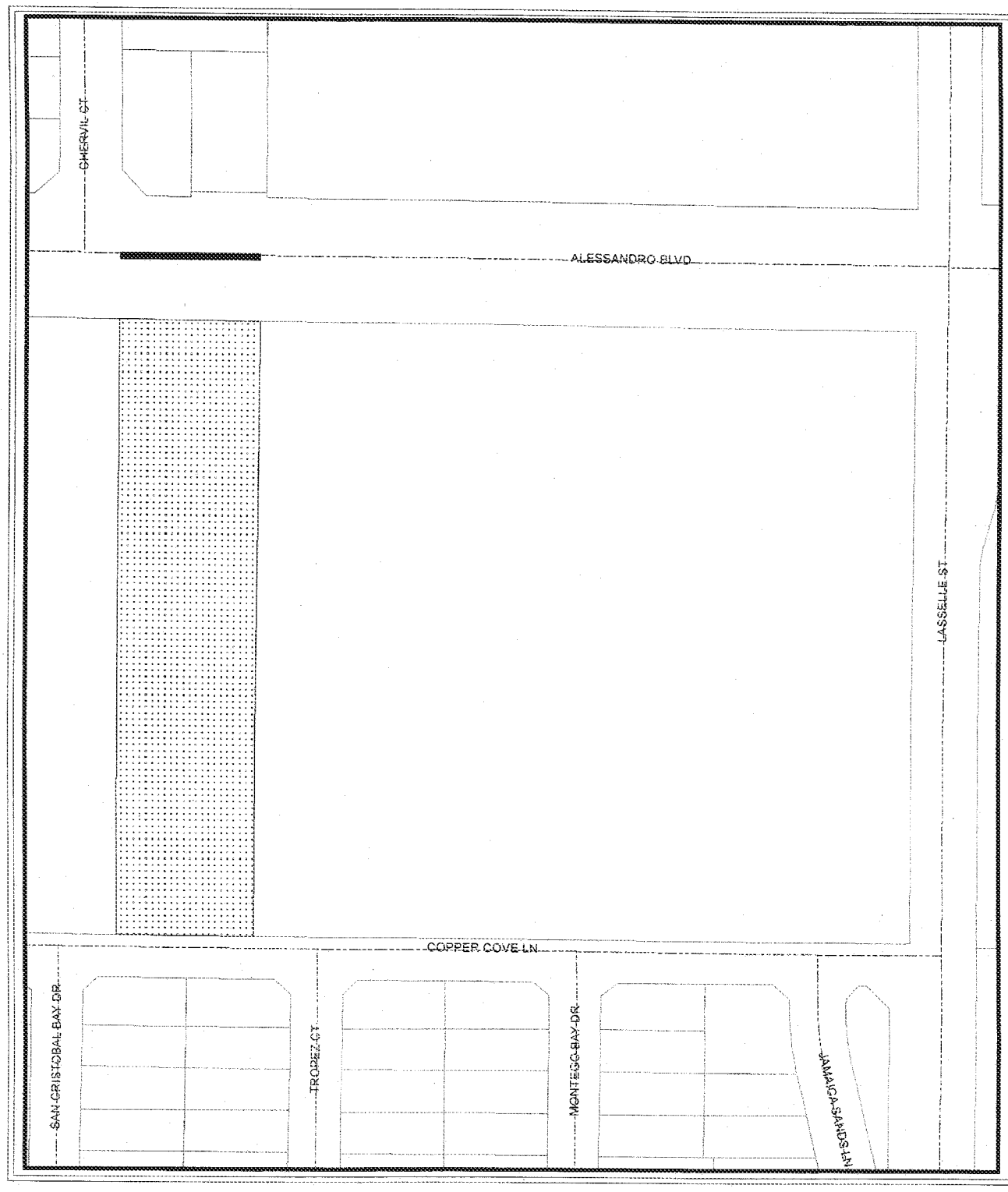

Moreno Hills SDA Church
APN 484-030-015

APN

- 484030015
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 75 150 225 300 Feet

G:\AVP\SDA\PA08-0041 Moreno Hills SDA.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	Per Month $2.67	Per Year $32.00	PROPOSED PARCEL RATE	Per Month $12.58	Per Year $151.00

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00099811

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Albot Nikom
c/o Buddhadhammo Temple
13920 Nason St.
Moreno Valley, CA 92555

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,254.11 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.

4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,254.11 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	☐	☐	$1,254.11

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 488-210-014, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

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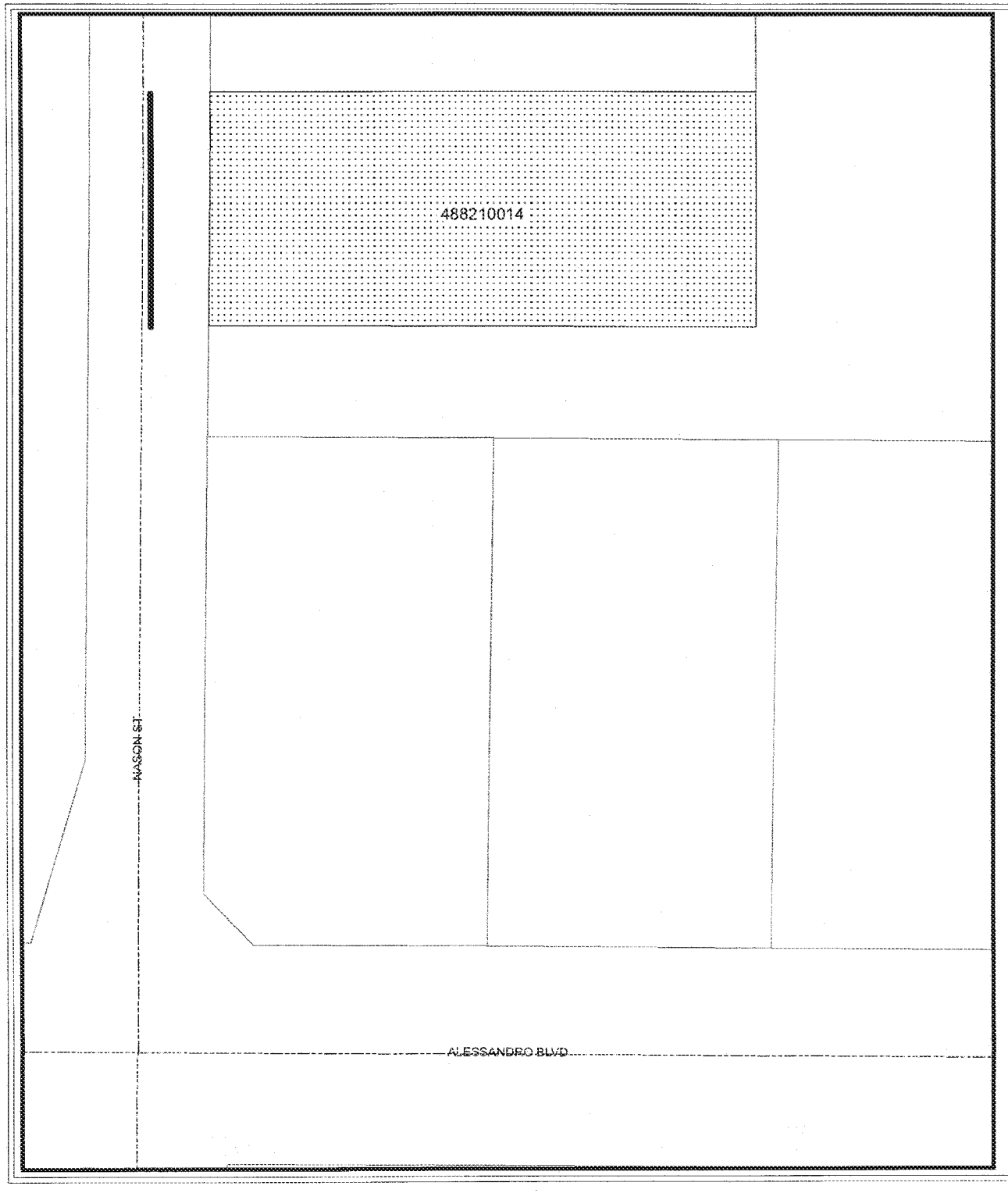

Buddhadhammo Temple
APN 488-210-014

APN

- 488210014
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 50 100 150 200 Feet

G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00099819

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends the City Council:

Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Staff recommends the Redevelopment Agency Board:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

BACKGROUND

At the March 8 meeting the City and Redevelopment Agency Board approved a Conditional Commitment Letter Agreement among the Agency, the City and Rancho Belago Developers Inc to assist in the development of an affordable housing project. The approval included a motion approving two resolutions that weren't required.

DISCUSSION

To properly facilitate the approval of the Agreement, the City Council and RDA Board must rescind their previous action of approving the resolutions and restate their approval of the Conditional Commitment letter Agreement among the Redevelopment Agency, the City and Rancho Belago Developers Inc. The Agency's Special Legal Counsel and the Developer are working on the drafting of an Affordable Housing Agreement for the project which shall be considered by the Agency Board on April 12.

ATTACHMENTS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: MID-YEAR BUDGET REVIEW

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive and file this report
2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

BACKGROUND

The City Council is annually updated on the City's financial status through a Mid-Year Budget Review which reflects operational results for the first half of the fiscal year, from July through December. The mid-year budget review will focus on the City's General Fund, which represents the greatest concern with respect to the impacts of the economic recession but will also present six-month operational results from other key funds such as Community Services District (CSD) Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past two years to reduce the structural General Fund expenditure budget by over $12 million. The General Fund operating budget has been reduced from $98 million in FY 2007-08 to $81 million in FY 2010-11. The structural expense reductions have included defunding of 70 positions generating savings of about $7 million annually. In addition, staff has been on a 36 hour work week or 10% furlough program that saves about $1.4 million each year. Many additional actions throughout the General Fund have also been implemented totaling about $3.6 million; such as reducing travel & training, suspending merit and step

increases, reductions in use of professional services and many others. In short, the City has been reducing the budget through recent Deficit Reduction Plans in response to rapidly declining revenues. The end of the recession has brought revenue stability for the first time in several years. Although significant growth in revenues is not anticipated for several years, the City Council and staff can now focus on the Deficit Elimination Plan that will reduce structural expenditures to the stable revenue level over the FY 2011-12 through FY 2013-14 three-year period.

Recap of First Quarter Budget Review

On December 14, 2010, a First Quarter Budget Review was presented to the City Council. This report indicated that the operating results for the first quarter were positive and that a stable outlook was projected for the remainder of the fiscal year. No additional actions were recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

DISCUSSION

Prior Year Savings Needed to Balance the FY 2010-11 Budget

One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional savings has been used to fund three additional police officers ($580,000) and the shortfall that is currently being experienced in the residential street lighting program ($675,000). Achieving this savings is a significant accomplishment and represents the combined efforts of all City departments to continue identifying and implementing cost-cutting measures in response to closing the structural budget deficit. Audited results for FY 2009-10 will be presented to Council upon the completion of the financial audit.

Mid-Year General Fund Results

This mid-year report updates the Mayor and Council regarding current year fiscal trends and provides the opportunity for critical policy input from the Council prior to developing next year's budget. As adopted, the FY 2010-11 budget totals approximately $200 million with the General Fund comprising $80.9 million. As a measure to match the revenues to expenditures and continue the current service levels the City Council approved the use of $13 million of Fund Balance.

Revenue Trends

In order to adequately analyze the City's current revenue position it is helpful to review the revenue trends over a multi-year period. As illustrated in the charts below after three consecutive years of decline General Fund revenues are projected to achieve a slight increase in FY 2010-11. This experience is consistent with projections made by local economists that the bottom has been reached and revenue streams will begin to stabilize. General Fund revenue performance can be measured by following five primary revenue sources. Property taxes, including the Vehicle In-Lieu tax shift, which were budgeted to decline by 14% instead only declined by 4%. Sales tax revenue

increased by 4.8% from FY 2009-10 actuals to the amount projected to be received for FY 2010-11. This amount is due to improved consumer spending, in addition to an annual adjustment related to the State triple-flip process that was larger than expected. In addition, the expiration of the Auto Mall owner participation agreements results in additional sales tax revenue that is retained by the General Fund. Utility Users Tax has been the most consistent revenue over the past four years and these revenues are projected to be slightly higher than both the budget and the previous year. Development services revenues have experienced severe volatility over the past three years but are projected be flat when compared to the prior fiscal year suggesting that they have stabilized. Investment income, the fifth of the key revenues, is projected to improve slightly over the prior year due to the active management strategy adopted last year which has allowed the portfolio to take advantage of short-term opportunities within the financial markets.

City of Moreno Valley
General Fund Revenue Trend (without Transfers In)

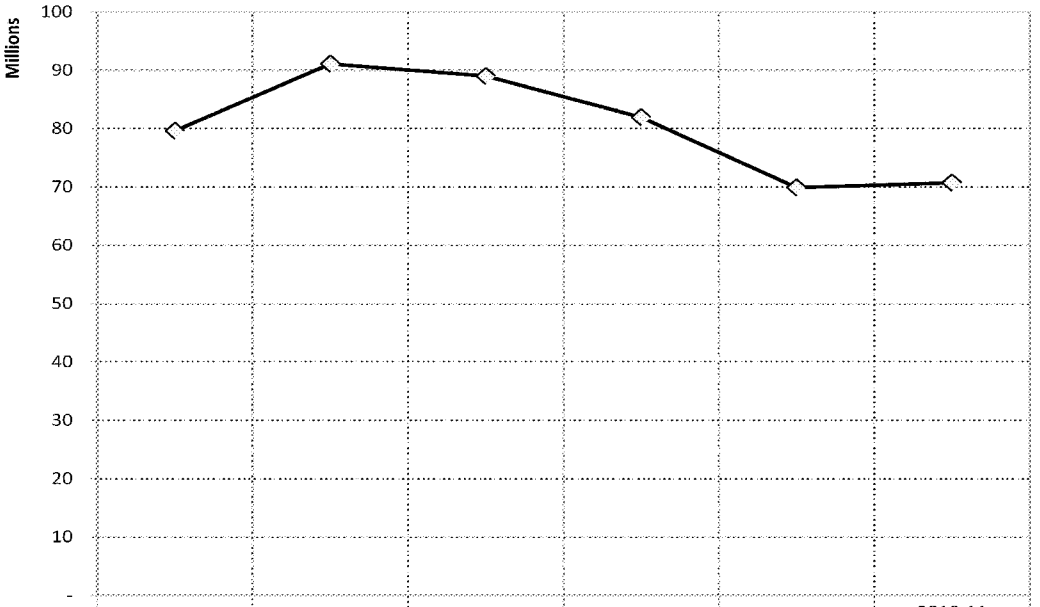

	2005-06 Actuals	2006-07 Actuals	2007-08 Actuals	2008-09 Actuals	2009-10 Actuals	2010-11 Year-end Projection
Revenues	79,615,944	91,116,701	88,999,014	81,930,066	69,892,454	70,728,080

General Fund
Revenue Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Taxes:			
Property taxes	$ 8,596,100	$ 8,596,100	$ 9,158,400
Property taxes in lieu	11,773,400	11,773,400	13,056,000
Utility taxes	15,200,000	15,200,000	15,600,000
Sales taxes	9,735,100	9,735,100	10,515,000
Other Taxes	6,556,500	6,556,500	6,900,000
Licenses and permits	1,363,600	1,363,600	1,431,200
Intergovernmental	643,500	643,500	1,049,800
Charges for services	8,284,600	8,283,156	6,853,900
Use of money and property	4,527,900	4,527,900	4,220,300
Fines and forfeitures	1,117,000	1,117,000	1,120,000
Miscellaneous	172,700	177,800	823,480
	-	-	-
Total Revenues	**67,970,400**	**67,974,056**	**70,728,080**

Expenditure Trends

The following charts illustrate that expenditures have been reduced over the past few years to become more in line with revenues and to maintain reserves at a prudent level. Over the past three years spending has been reduced from $97.6 million in FY 2007-08 to a budgeted amount of $80.9 million in FY 2010-11 which represents a reduction of over 17%. Projected spending levels through mid-year show significant savings when compared to the spending plan approved by Council as staff at all levels continue to undertake efforts to reduce operating costs while sustaining key service levels.

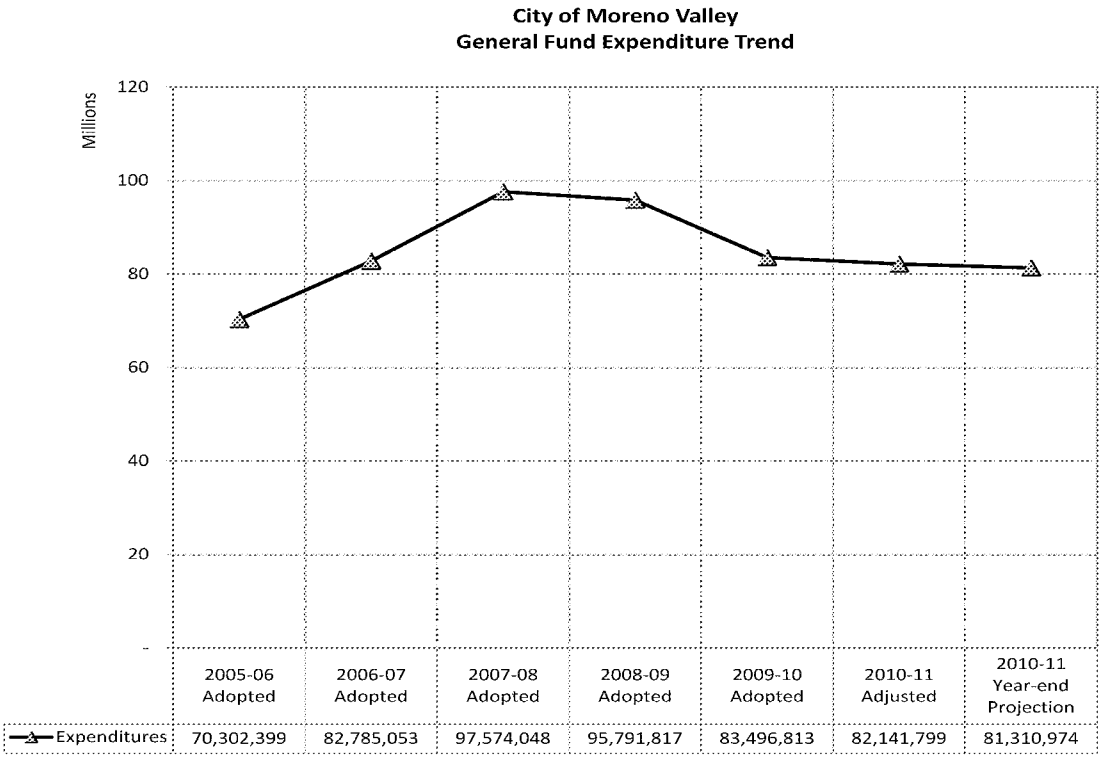

Though there may be variances on a department specific basis, General Fund expenditures are projected to be within City Council approved appropriations and the budget remains balanced. This includes the City Council's decision to utilize surplus revenues to fund additional costs related to priorities related to Police and Community Services District Zone B for Residential Streetlighting subsidy.

Expenditure Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
General government			
City council	$ 579,922	$ 581,564	$ 523,400
City manager	1,279,359	1,305,638	1,171,463
City clerk	634,286	521,486	525,715
City attorney	1,015,407	1,015,407	952,502
Economic development	436,287	482,774	432,202
Financial and administrative services	3,108,962	3,128,875	3,066,423
Human resources	958,505	958,505	791,989
Non-departmental	2,694,500	2,665,546	2,601,646
Public safety			
Police	41,291,771	41,870,739	42,246,062
Fire	15,666,535	15,666,535	15,266,718
Animal services	2,287,240	2,297,418	2,401,450
Emergency operations/volunteer services	605,166	605,166	600,547
Crossing guards	583,439	583,439	516,700
Community development	4,629,070	4,638,875	4,246,017

Public works	3,551,311	3,562,092	3,710,400
Total Expenditures	$ **79,321,760**	$ **79,884,059**	$ **79,053,234**
Other Financing Uses			
Transfers out	1,582,740	2,257,740	2,257,740
Grand Total	$ **80,904,500**	$ **82,141,799**	$ **81,310,974**

First Quarter Summaries of Other Major Funds

▪ Community Services District (CSD) Zone A – Parks & Community Services

Zone A - Parks and Community Services
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,586,789	$ 1,586,789	$ 1,678,500
Charges for services	5,637,700	5,637,700	5,658,800
Use of money and property	457,800	458,800	501,900
Miscellaneous	25,500	26,433	31,200
	0	0	0
Total Revenues	**$ 7,707,789**	$ **7,709,722**	$ **7,870,400**
Expenditures:			
Current:			
Community and cultural			
Senior Program	502,539	503,472	470,404
Parks and recreation administration	468,235	468,235	556,947
Park ranger program	320,241	320,241	317,000
Recreation programs	1,702,569	1,702,569	1,598,500
Park maintenance	2,772,945	2,836,395	2,549,200
Park maintenance - contract	458,100	458,100	423,600
Golf course program	289,886	289,886	302,345
Recreation and conference	442,548	442,548	469,900
Recreation and conference - banquets	238,044	238,044	227,794
Parks projects	152,410	152,410	150,700
Community services	142,088	142,088	126,800
Community events	78,072	78,072	76,400
Non-departmental	250,300	250,300	250,300
Capital outlay	6,400	6,400	23,400
Total Expenditures	**$ 7,824,377**	$ **7,888,760**	$ **7,543,290**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(116,588)	(179,038)	327,110
Other Financing Sources (Uses):			
Transfers in	289,800	289,800	314,800
	0	0	0
Total Other Financing Sources (Uses)	**$ 289,800**	$ **289,800**	$ **314,800**
Net Balance	***$ 173,212***	$ ***110,762***	$ ***641,910***

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually. The first distribution was received in mid January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Community Services District (CSD) Zone L – Library**

Zone L - Library
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,201,200	$ 1,261,200	$ 1,261,200
Intergovernmental	27,000	27,000	73,600
Charges for services	33,000	33,000	30,000
Use of money and property	0	0	0
Fines and forfeitures	56,500	56,500	46,500
Miscellaneous	2,000	7,255	7,200
	0	0	0
Total Revenues	**$ 1,319,700**	**$ 1,384,955**	**$ 1,418,500**
Expenditures:			
Community and cultural			
Library	1,903,462	1,940,694	1,895,600
Total Expenditures	**$ 1,903,462**	**$ 1,940,694**	**$ 1,895,600**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(583,762)	(555,739)	(477,100)
Other Financing Sources (Uses):			
Transfers in	446,740	446,740	446,800
Total Other Financing Sources (Uses)	**$ 446,740**	**$ 446,740**	**$ 446,800**
Net Balance	***$ (137,022)***	***$ (108,999)***	***$ (30,300)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually. The first distribution was received in early January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Gas Tax**

State Gasoline Tax Special Revenue Fund
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Intergovernmental (gas tax)	2,702,500	2,702,500	2,862,225
Use of money and property	5,000	5,000	1,500
Miscellaneous	2,000	2,000	10,200
	0	0	0
Total Revenues	**$ 2,709,500**	**$ 2,709,500**	**$ 2,873,925**
Expenditures:			
Public works:			
Infrastructure project engineering	384,086	384,086	306,986
Street maintenance	1,740,356	1,740,356	1,919,100
Graffiti removal	329,014	329,014	366,700
Tree trimming	383,230	383,230	412,100
	0	0	0
Total Expenditures	**$ 2,836,686**	**$ 2,836,686**	**$ 3,004,886**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(127,186)	(127,186)	(130,961)
Net Balance	***$ (127,186)***	***$ (127,186)***	***$ (130,961)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Electric Utility**

Electric Utility
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Operating Revenues:			
Generation	$ 9,360,000	$ 9,360,000	$ 8,945,076
Distribution	3,640,000	3,640,000	4,533,022
Special Charges	144,000	144,000	142,831
Public Purpose	500,000	500,000	779,328
Other charges for services (electricity fee refunds)	(146,000)	(146,000)	(73,709)
Use of money and property	56,000	56,000	79,982
Miscellaneous	315,500	315,500	239,772
Total Operating Revenues	**$ 13,869,500**	**$ 13,869,500**	**$ 14,646,302**

Expenditures:			
Operating Expenditures:			
Electricity purchased	6,900,000	6,900,000	7,228,800
Services and supplies	2,842,695	2,842,695	2,673,524
Distribution share	1,425,000	1,425,000	1,567,500
Rate stabilization reserve	327,000	327,000	359,700
Public purpose program:			
Electricity purchased	400,000	400,000	400,000
Services and supplies	100,000	100,000	100,000
Total Operating Expenditures	**$ 11,994,695**	**$ 11,994,695**	**$ 12,329,524**
Operating Income (Loss)	**$ 1,874,805**	**$ 1,874,805**	**$ 2,316,778**
Nonoperating Revenues (Expenses)			
Debt Service:			
Principal retirement	570,200	570,200	470,380
Interest expense and fiscal charges	1,656,200	1,656,200	1,658,207
Capital outlay	87,500	87,500	81,375
	0	0	0
Total Nonoperating Revenues (Expenses)	**$ (2,313,900)**	**$ (2,313,900)**	**$ (2,209,962)**
Income (Loss) Before Transfers	**$ (439,095)**	**$ (439,095)**	**$ 106,816**
Net Balance	***$ (439,095)***	***$ (439,095)***	***$ 106,816***

**Net of depreciation*

As reflected in the previous operational financial summaries (not including capital projects and/or debt service), revenue and expenditure results for Parks, Library, Gas Tax and the Electric Utility through the first quarter of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. Therefore, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by the respective departments.

Proposed Mid-Year Budget Appropriation Adjustments

The Mid-year Budget Review is traditionally the time in which additional budget appropriation adjustments are considered due to unforeseen circumstances that have occurred since the adopted of the budget. There are two items recommended for Council's approval this fiscal year.

I. Recommend the transfer of $150,000 from the General Fund (fund balance) to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort (MOE) requirements:

The City receives Measure A, Local Streets and Roads (LSR) funding from the Riverside County Transportation Commission (RCTC) to augment the City's transportation improvement program. In order to continue to receive Measure A funds, MOE requirements are imposed on local agencies to ensure that local transportation

expenditures are maintained. The MOE requirements include the annual certification of discretionary General Fund expenditures for transportation related construction and maintenance activities that meet or exceed the MOE Base Amount. The City's MOE base amount is $1.6m. In FY 2010-11, it is projected that transportation related activities will be under the MOE base amount by $150,000. A transfer to the Gas Tax street maintenance programs of $150,000 will ensure the City's meeting the MOE requirements. The City currently receives $2.4m in Measure A funds.

II. Recommend the transfer of $157,000 from the General Fund (fund balance) and $33,000 from the Equipment Replacement Fund (fund balance) to the Vehicle Equipment Maintenance and Street Maintenance programs for state-mandated vehicle modifications/replacements:

The California Air Resources Board mandates all public agencies with heavy-duty, diesel vehicles within their fleets to have 100% of the heavy-duty vehicles retrofitted with particulate matter traps (emissions filters) or to retire/replace such vehicles. The City has a total of (17) such vehicles and previously retrofitted (9) vehicles. The remaining (8) vehicles, that belong to the Maintenance & Operations, Transportation Engineering, Parks Maintenance, and Facilities Maintenance divisions, are required to be retrofitted by December 31, 2011 or be retired from service. It is proposed that (7) vehicles are retrofitted and that (1) vehicle (Unit #96-525) be replaced as it is significantly past its normal life cycle. The total combined cost of the retrofits and funds required to supplement available vehicle replacement funds is $190,000. The proposed retrofits/replacements are mandatory and must be complete by December 31, 2011 to comply with California Air Resources Board regulations and retain the use of these vehicles.

SUMMARY

The budget for FY 2010-11 remains balanced using significant one-time sources of funding. Staff has identified four key revenue adjustments that have a net zero effect to the total General Fund revenue stream. One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional $1.4 million in savings has been applied to additional expenditures approved by the City Council in FY 2010-11 (Police Dept - $580,000 and CSD Zone B Residential Street Lights - $675,000).

General Fund revenues received through December 31th are meeting expectations based on historical experience. Generally, expenditures are slightly below the expected expenditure pace for FY 2010-11. Therefore, results through the first half of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. As a result, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

Despite the positive results thus far in FY 2010-11, significant challenges are expected in adopting a balanced General Fund budget for FY 2011-12; with a deficit of $14 million

projected. Staff is preparing the preliminary base operating budget as a two-year budget for FY 2011-12 and FY 2012-13 with no change is staffing or service levels. In addition, staff has prepared a proposed Three-Year Deficit Elimination Plan (DEP) to eliminate the remaining deficit and balance ongoing revenues and expenditures by FY 2013-14. Council approval of a final DEP will include direction to staff to apply the first 2 (two) years of the approved DEP actions to the base budget for FY 2011-12 and FY 2012-13. Staff will return with the Proposed Two-Year Operating Budget for Council review in May 2011.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Cynthia Fortune
Financial Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY

RECOMMENDED ACTION

Staff recommends the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

BACKGROUND

The City of Moreno Valley is poised for future growth. With the economy starting to realize some improvement, now is the opportune time to evaluate ways that Moreno Valley can best plan for advancing economic development in the short and near term. The creation of an Economic Development Plan with established Areas of Opportunity in the community for producing major employment hubs, successful retail centers and redevelopment possibilities is aimed at providing a roadmap for Moreno Valley to become a major business development area in Southern California.

Over the years, Moreno Valley has experienced significant growth. Incorporated in December 1984, Moreno Valley has experienced a 379% increase in population in just 26 years. However, the City's jobs to housing ratio is not properly balanced. The need to create more employment opportunities should be made a priority in creating a well rounded community with a strong economic foundation. Adding new logistic and distribution centers will not only create new jobs for residents, but also provide a positive economic stimulus to the existing business community. Furthermore, Moreno Valley should seek to enhance its commercial retail/restaurant make-up and move to improve the City's per capita sales tax revenue stream. Making Moreno Valley a great place to live, work, shop, dine and visit--will improve the overall economic health of the community.

DISCUSSION

Moreno Valley has a strategic location in the Inland Region and is in the path of growth. During the past decade or so, Moreno Valley has experienced strong residential development from many quality home builders. Now it will be important for the City to provide ways for new commercial, office and industrial development to happen in the community. Understanding Moreno Valley's strengths and weaknesses, along with pursuing a balanced mix of residential and business development will be key in planning how Moreno Valley attracts development opportunities in the new global economy.

Ensuring the proper land uses are in place, along with embracing a business friendly environment will help ensure that developers and businesses select Moreno Valley as a place to do business. With the right attitude and proper Economic Development Plan—Moreno Valley can be the future of not only Southern California but also compete to be a major place to be in the new global economy.

The formulation of an effective Economic Development Plan should pursue opportunities for the short and mid-term, as well as consider opportunities throughout the community. As part of the adoption of the Housing Element, staff recommended that the City Council consider opportunities to rezone areas of the community that could facilitate new business development, as well as specifically address the jobs to housing imbalance. The following ten geographic business areas represent specific Areas of Opportunity in Moreno Valley to be considered for incorporating into an Economic Development Plan.

- Eastern Moreno Valley-Rancho Belago (including Highland Fairview Corporate Park-Skechers USA, WestRidge Commerce Center, Prologis, and Moreno Highlands)
- City Center (including a Nason, Moreno Beach and Lasselle loop--with Stoneridge Towne Centre, Moreno Beach Plaza, Moreno Valley Auto Mall, proposed Moreno Beach Marketplace-Lowes Center, Moreno Marketplace-Stater Bros. Center, Moreno Valley Ranch Golf Club, Riverside County Regional Medical Center, Aqua Bella, Kaiser-Moreno Valley Community Hospital, Lakeside Plaza & Terrace, Moreno Valley College, the proposed Winco Center and the City's 60-acre property at NWC of Alessandro/Nason)
- South Moreno Valley Industrial Specific Plan Area
- March LifeCare
- Centerpointe Business Park
- Alessandro Boulevard
- Sunnymead Boulevard
- Festival-Ironwood
- Sunnymead Ranch-Lakeshore Village Marketplace
- TownGate (including the Moreno Valley Mall and five surrounding commercial centers-TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade, and TownGate Square)
- Canyon Springs Plaza and proposed TownGate Highlands
- Edgemont Area

At the March 22 City Council meeting, a PowerPoint presentation will visually outline the Areas of Opportunity. Included with the presentation will be an illustration of the importance of linking the City's Capital Improvement Plan (CIP) and the City's Traffic Circulation Plan to a new Economic Development Plan. Ensuring that revenues to be used for the CIP are focused on advancing the City's Economic Development Plan and its Areas of Opportunity shall provide for a more strategic approach to planning for new public improvements that benefits economic development in the community. As part of this approach to the CIP, staff is recommending advancing the planning of a number of public improvement projects related to the City Center area--including work on SR60/Nason, SR60/Moreno Beach, pursuing the connection of Eucalyptus Avenue to Moreno Beach Drive, along with the connection of Nason Street, from Cactus Avenue to Iris Avenue to provide a much needed north and south arterial thoroughfare from SR60 to Iris Avenue.

After introducing the major components of the Economic Development Plan-Areas of Opportunities, staff recommends that the Economic Development Council Subcommittee (Council Members Co and Molina) work with the City Manager and Community & Economic Development Director, along with a number of developers to further advance the specifics of the Economic Development Plan. Included with this effort will be evaluating many rezoning and redevelopment opportunities, all aimed at furthering the City's economic development efforts. As part of this process, the City shall pursue a 'modified' General Plan process that will include a focused 'Plan' review that will evaluate the highest and best uses for the many areas included with the Areas of Opportunities.

FISCAL IMPACT

There is NO established fiscal impact at time. As the Economic Development Plan-Areas of Opportunity is further refined a budget shall be established for undertaking planning activities.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099865

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00099867

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 22, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00099868

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing Trent Sauls

4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 22, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, “Minor Decoy/Shoulder Tap” Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR

RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500); and

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

Resolution No. 2011-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January, 2011

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

1. Receive and File the 2010 Annual Report of the Planning Commission; and

2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:
Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:
1. Approve TM 34950-1, a final map for financing purposes; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE

SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs; and

2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

G.2 APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Receive and file this report; and

2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any

individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 8, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Randy Metz	Fire Marshal
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A.5 & A.6) and Deanna Reeder (Item A.8).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up

to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute

any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange

Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Lori Stone, Executive Director of the March Joint Powers Authority, reported the following: the state legislators were asked to exempt military base reuse from redevelopment cuts; 30 million dollar bond sold two weeks ago will be used for the Van Buren interchange and U.S. vets project; the medical campus is moving forward; the final demolition of the tower is scheduled for March 28 at 10 a.m., invited

everybody to the celebration; about 12-13 buildings were demolished at this point; about 4000 new jobs were approved

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Amber Crothers, Thomas Andrew Owings and Mary E. "Meli" Van Nata for terms expiring March 31, 2015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and

Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

Resolution No. 2011-21

Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

Resolution No. 2011-20

A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of Community Redevelopment Agency of the City of Moreno

Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, and Deanna Reeder.

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE

CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from William Crowel, Palm Desert Development Co representative.

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Agency Member William H. Batey II,

s/Agency Member Robin N. Hastings
Approved by a vote of 5-0.

G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Community and Economic Director Barry Foster announced that the formatting of the agreement has been changed at the advice of the special legal counsel. The title is Conditional Commitment Letter Agreement among the Moreno Valley Redevelopment Agency, the City of Moreno Valley, and Rancho Belago Developers, Inc. Staff is recommending approval of the agreement with Rancho Belago Developers, Inc.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member William H. Batey II, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Daryl Terrell
1. Establishing a business utility user's tax rebate program to promote jobs; submitted an ordinance for public records

Ron Swaim
1. Code enforcement issue - RV blocking public right of way

Alicia Napper
1. Rising Stars Charter School's concerns

Louise Palomarez
1. Redevelopment money
2. Street lights on Hemlock Street between Pigeon Pass and Heacock

George Merendon
1. "In God We Trust" motto

Joe Teague
1. Problems with Day Street project

Thom Morales
1. Announced that fundraiser concert by Valley View High School Wind Ensemble will be held on March 19; invited residents to attend it

Harold Anderson
1. "In God We Trust" motto

Louis Boldue
1. "In God We Trust" motto

Dolores Baisden
1. Upcoming concert at Valley View High School

Pete Bleckert
1. Redevelopment money
2. Flood Control channel
3. Congratulated the Finance Director for streamlining CalCards

Deanna Reeder
1. Planning Commission appointments

Paul Wilkinson
1. Kiwanis Club

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey

1. Represented the City at the Perris Chamber of Commerce Centennial Gala for the anniversary celebration for the City and the Chamber
2. Was invited to speak at the National Congress of Black Women; it is nice to have the Inland Empire Chapter headquarter in Moreno Valley

Mayor Pro Tem Molina

1. Stated that at the last Economic Development Subcommittee meeting, the issue of Moreno Valley not being a business-friendly city and the needs and concerns of businesses were addressed; the City is working toward the goal of making Moreno Valley the most business-friendly city; any ideas are always welcomed
2. Stated that he is happy to see that so many people support "In God We Trust"; the item is scheduled for a study session
3. Thanked everyone for participating in council meetings, for their concerns about the City and working toward the betterment of the City

Council Member Co

1. Thanked everybody for coming to the council meeting; one of the reasons the City is improving is that the residents are presenting the problems to the City; this is the only way the problems can be resolved; asked residents to please contact him
2. Regarding residents asking to vote for "In God We Trust" - stated that he does not see any problem with voting to support it; thanked residents for coming in and asking to do something in that respect
3. Asked residents to contact him with any idea to help the City to move forward; the City needs residents' input

Mayor Stewart

1. Agreed with Council Member Co on the public's input; acknowledged that people take time to read agendas; a small number of people come to the council meetings, but many residents contact council members by e-mails and phone; asked to keep up the input
2. The March Air Force Reserve is getting 12 brand new Boeing 767 tankers
3. Was invited to speak at the Junior ROTC Military Ball at Canyon Springs High School; a very fine event
4. Addressed a speaker's comments regarding responding to public concerns during a council meeting - when a public member raises an issue, the Council responds right a way during the meeting, if possible; if not, a staff person will contact the person usually the next day; getting clarification on the issue and responding as soon as possible is beneficial

for everyone, including residents watching at home
5. Demolition of the last hospital building at March Air Reserve Base is scheduled for March 28, at 10 a.m.; the public can witness it

Council Member Hastings
1. Commended staff for responding to a very difficult situation with the RDA; hopes that we are going to prevail; it's great to see staff being innovative and creative and trying to protect the tax increment money that was placed there for a specific purpose
2. Is looking forward to attend a concert at Valley View High School
3. Will be back in California Thursday afternoon

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:21 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 22, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

Reports on Reimbursable Activities March 2-15, 2011		
Council Member	Date	Meeting
William H. Batey II	3/5/11	City of Perris Centennial Installation and Awards Dinner
Marcelo Co	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099899

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	$0.00	0.00%	$0.25	0.25%
1,000 kWh usage	$0.51	0.28%	$0.83	0.38%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	$1.40	0.23%	$1.40	0.32%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	$11.87	0.21%	$11.87	0.35%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	$169.63	0.24%		
392,333 kWh usage, Demand of 666 kW			$163.08	0.43%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$0.15	0.24%	$0.15	0.24 %

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	$25.03	0.20%	$25.03	0.20 %
Schedule SL-1 22,000 Lumen (317 lights)	$9.25	0.17%	$9.25	0.17%
Schedule SL-2 27,500 Lumen (139 lights)	$4.94	0.28%	$4.94	0.28%
Schedule SL-3 (per lamp)	$0.01	0.00%	$0.01	0.00%

The Energy Resources Surcharge Law went into effect on January 1, 1975. The surcharge is imposed on all customers in the state who consume electricity purchased from an electric utility. All electric utilities are required to collect this surcharge and remit the funds to the State Board of Equalization on a quarterly basis. The funds are held by the State and are used for ongoing energy programs and energy projects. The surcharge rate is set in a public meeting each November by the California Energy Commission; the law does not allow this surcharge to exceed $0.0003 per kWh. The 2011 Electricity Surcharge Rate is $0.00029 per kWh, an increase from $0.00022.

If approved by the City Council, these changes will become effective at 12:00 a.m. on March 23, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be an increase in rates of less than 1%.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to comply with State law.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and will also put the City's utility in jeopardy of non-compliance with State law.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues will increase slightly if the proposed changes are adopted by the City Council. These funds are restricted for Moreno Valley Utility purposes. The increase in the amount of Energy Resource Surcharge collected will be remitted to the State Board of Equalization.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099905

RESOLUTION NO. 2011-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and City Clerk's Office.

APPROVED AND ADOPTED this 22nd day of March 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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MV00099909

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: March 22, 2011

TITLE: Alcohol Beverage Control (ABC) "Minor Decoy/Shoulder Tap" Grant Funding Opportunity

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1) Staff recommends that the City Council approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, "Minor Decoy/Shoulder Tap" Grant.

ADVISORY COMMITTEE RECOMMENDATION:

BACKGROUND

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. Moreno Valley Police Department staff has determined that a number of calls for service and repeat calls are being generated from local Alcohol Beverage Control licensed establishments in the city. Some of these calls involve minors and adults under the age of 21 buying alcohol and soliciting adults over the age of 21 to buy alcohol for them. In an effort to address the sale of alcohol to minors and underage adults, staff identified a grant to assist local law enforcement in their efforts to reduce problems and calls for service at ABC licensed establishments.

There are currently 80 On-Sale and 77 Off-Sale ABC licensed establishments within the City of Moreno Valley. Although most avoid the attention of our agency, there are a number that cause a significant amount of calls for service. Several problematic licensees that would be targeted with additional enforcement operations funded by this

grant have caused sixty three (63) direct calls for service between January 1, 2009 and January 1, 2010. Approximately nine (9) calls for service were directly related to minors being furnished alcohol unlawfully.

The majority of calls surrounding these businesses are alcohol related. The time spent by the Moreno Valley Police Department dealing with the alcohol related problems occurring at these locations could be better spent assisting the community with other issues. In addition, the citizens of Moreno Valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (DUI's), fights, assaults and many disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Alcohol Beverage Control, State of California, has allowed for local law enforcement to apply for grant funding for personnel costs and one (1) mandatory GAP (Grant Assistance Program) training seminars to enable agencies to expand their efforts in addressing alcohol-related problems within their respective cities.

DISCUSSION

The Moreno Valley Police Department proposes to use the grant funding to train officers through the Alcohol Beverage Control Agency, and then implement enforcement programs that team officers from the Moreno Valley Police Department with agents from the Alcohol Beverage Control. The Moreno Valley Police Department will implement eighteen (18) "Minor Decoy" operations. The "Minor Decoy" program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the "Minor Decoy" program is repeatedly used.

The Moreno Valley Police Department will implement eight (8) "Shoulder Tap" operations. "Shoulder Tap" is a common method used by persons under age 21 to solicit persons to purchase and furnish them with alcoholic beverages. The "Shoulder Tap" program is an enforcement program that ABC and local law enforcement agencies use to detect and deter shoulder tap activity. During the program, a minor decoy, under the direct supervision of law enforcement officers, solicits adults outside ABC licensed stores to buy the minor alcohol. Any person seen furnishing alcohol to the minor decoy is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

The Problem Oriented Policing (POP) Team will provide a proactive approach through the use of "Minor Decoy" and "Shoulder Tap" operations. The operations will be conducted throughout the city in an attempt to deter ABC licensed establishments from selling alcohol to minors. In addition several operations will focus on adults who purchase alcohol for minors.

ALTERNATIVES

The council may consider the following alternatives:

1. Accept the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a Twelve-month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff recommends this alternative.**

2. Decline the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this "Minor Decoy/Shoulder Tap" grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOAL

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

STAFF RECOMMENDATION

Staff recommends that Council accept the grant application for the "Minor Decoy/Shoulder Tap" Grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California.

ATTACHMENTS/EXHIBITS

1. State of California, Alcohol Beverage Control Grant Application.

Prepared By:
Name Brian Gutierrez
Title Officer

Department Head Approval:
Name John Anderson
Title Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00099913

State of California

Department of Alcoholic Beverage Control

Grant Assistance Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: **Moreno Valley Police Department**

2. Description of Applicant Agency: **Provide a brief summary including department size, staffing, and structure.**

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees.

3. City or County Served: Moreno Valley	4. Population of Service Area: 191,754.00

5. Project Description: **Summarize the proposed project covering the objectives, method of procedure, evaluation, and end product.**

The Moreno Valley Problem Oriented Policing Team will conduct 18 Minor Decoy and 8 Shoulder Tap operations. Volunteers from the Explorer Program who are at least eighteen years of age will be utilized for these programs under the constant watch or sworn personnel. The goal of these operations is to reduce the amount of alcoholic beverages obtained illegally by minors. The Police Department will also host one Licensee Education on Alcohol and Drugs (LEADS) class for licensees located within the city of Moreno Valley.

6. Funds Requested: 69,918.00	7. Project Period: July 1, 2011 – June 30, 2012

8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

A. Project Director (person having day-to-day responsibility for the project)	B. Chief of Police or Sheriff (authorizing official)
Name: William Mooney Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6701	Name: John Anderson Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6705 E. Mail Address:
Title: Sergeant	Title: Captain
C. Fiscal or Accounting Official	**D. ABC USE ONLY**
Name: Masumi Wilde Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6750 E. Mail Address:	
Title: Accounting Technician	

Attachment 1

SCOPE OF WORK

Background:

On December 3, 1984, the incorporated City of Moreno Valley was formed from a 50 square mile area in Riverside County, which is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and the Badlands. The city has grown over the years and today's population is estimated at 191,754. Based on the 2005 US Census Estimate, Moreno Valley's ethnic composition is 46% Hispanic, 23% White, 20% African-American, 8% Pacific Islander/Asian-American, and 3% other.

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees. A Sheriff's Captain, currently John Anderson, leads the Moreno Valley Police Department as the Chief of Police. Together, they have the responsibility of enforcing the criminal and traffic laws within the city limits.

The existence of several specialized units (Detective Unit, School Resource Officer Unit, Riverside County Regional Medical Center Unit, Patrol Division, Special Enforcement Teams-Gangs/Narcotics, Problem Oriented Policing (POP), Burglary Suppression Unit, Robbery Suppression Unit and Traffic Unit) within the Moreno Valley Police Department demonstrates the Department's objective in providing the citizens of Moreno Valley with the highest level of service and support. The Moreno Valley Police Department encourages innovation within our organization and is dedicated to finding creative solutions to the inevitable disputes that arise in the serving the community.

Moreno Valley has two public school districts, Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD). The MVUSD has 23 Elementary Schools, 6 Middle Schools, 4 Comprehensive High Schools, 1 Charter School, 1 Adult School, 1 Pre-School Head-Start, and 1 Academic Center with a combined total of 36,500 enrolled students. The VVUSD (includes Perris, Mead Valley and Moreno Valley) has 1 Pre-School, 13 Elementary Schools, 4 Middle Schools, 3 High Schools, and 1 Continuation High School with a combined total of 19,600 enrolled students. Moreno Valley is also home to one of the Riverside Community College campuses with approximately 10,000 enrolled students.

Funding Requested / Goals and objective:

The Moreno Valley Police Department seeks $69,918.00 from the Department of Alcoholic Beverage Control (ABC) for general support of our Minor Decoy/Shoulder Tap Programs. We are most grateful for the support we have received from ABC for the grant period of August 2006 through May 2008. We believe this proposal for the grant period of July 2011 through June 2012 is of comparable interest to ABC in this specialized field of law enforcement. The City of Moreno Valley contracts with the Riverside County Sheriff's Department. The straight time rate for an officer is $121.97 per hours and the overtime rate is $54.39 per hour. Therefore the operations are worked on overtime basis in order to get the most out of the awarded funds.

In August of 2006, the Moreno Valley Police Department was awarded an ABC Minor Decoy and Shoulder Tap Grant that was implemented by the Moreno Valley Police Department's Problem Oriented Policing (POP) Team. The POP Team comprised of one sergeant, nine officers, and two community service officers.

During the grant period, the POP Team Sergeant: 1) announced the start of the Minor Decoy/Shoulder Tap Programs, 2) announced the number of licensed premises who sold to the minor decoy and/or the number of adults arrested for purchasing alcoholic beverages to the minor decoy, 3) faxed a copy of each press release to ABC, 4) monitored the time frames in the grant, 5) maintained costs within the approved amounts of each category, 6) maintained adequate records for validation of project progress and accountability for all funds expended on the project, and 7) submitted the required project reports to ABC.

The Moreno Valley Police Department is committed to following the above listed guidelines as well as conducting eighteen (18) Minor Decoy and eight (8) Shoulder Tap operations within the ABC Minor Decoy/Shoulder Tap Grant period of July 2011 through June of 2012. If awarded the grant, On-Sale and Off-Sale ABC licensed establishments in the City of Moreno Valley will be visited during Minor Decoy and/or Shoulder Tap operations. In addition, the Moreno Valley Police Department will host one Licensee Education on Alcohol and Drugs (LEAD) class for licensees located within the City of Moreno Valley. In accordance with the ABC grant, this training will be provided by ABC's Training/LEAD Unit.

The Moreno Valley Police Department's Minor Decoy/Shoulder Tap Program seeks to implement a strict, honest, impartial, and uniform enforcement of the liquor laws in Moreno Valley. In addition, the Riverside County District Attorney's Office has pledged their support in the prosecution of arrests arising out of ABC related Minor Decoy/Shoulder Tap operations.

Problem Statement:

There are approximately 157 off sale and on sale A.B.C. licensed establishments within the City of Moreno Valley. Although most avoid the attention of the Moreno Valley Police Department, a few do cause an inordinate amount of calls for service. Several problem licensees that would be targeted with additional enforcement programs funded by this grant caused numerous direct calls for service that were directly related to minors being furnished alcohol unlawfully.

Some such establishments contributing to the furnishing/selling of alcohol to minors that are responsible for a disproportionate amount of calls for service are the numerous Bars, nightclubs, and liquor stores located within the city. The time spent by the Moreno Valley Police Department dealing with the alcohol-related problems occurring at these locations could be better spent helping the community with other issues. In addition, the citizens of Moreno valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (D.U.I's), batteries, assaults, and many other disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Moreno Valley Police Department has conducted numerous operations in the past with ABC grants, and if history repeats itself, we will find that licensees throughout the entire city will unlawfully sell alcohol to minors. Establishments such as grocery stores, liquor stores, and gas stations will be affected. However, we have also discovered that the percentage of higher unlawful alcohol sales to minors tends to occur more frequently at gas stations because this is where wayward juveniles tend to congregate. Second to these gas stations are liquor stores that are steadily busy with several customers walking in and out of the store, thereby creating a distraction for clerks whom are normally

the only source of enforcement of such activity.

In a time period of July 1, 2009 to June 31, 2010, the Moreno Valley Police Department responded to 905 calls for service involving public intoxication. In 2010, the Moreno Valley Police Department wrote 120 citations for violation of city Municipal Code 11.04.060 (Drinking an Alcohol Beverage in Public). A majority of these citations were written within the proximity of ABC licensed businesses. From 2006-2010 the Moreno Valley Police Department has responded to an annual average of 6132 calls for service directly related to party and noise enforcement. A large portion of the party and noise enforcement calls for service involve residential parties that involve minors in possession of alcohol.

Based on the 2009 rankings published by the California Office of Traffic Safety, among the 56 cities in Group B (100,001 to 250,000), Moreno Valley ranked 25 out of 56 cities for victims killed and injured in alcohol involved collisions. This means Moreno Valley has the 25th highest rate of victims killed and injured in alcohol involved collisions. In addition, Moreno Valley ranked 9/56 for DUI collisions involving drivers under the age of 21 and 13/56 for drivers in the 21 to 34 age group. In 2009, the Moreno Valley Police Department made a total of 618 DUI arrests.

Project Description:

Sworn officers will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The coordinators will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One non-sworn Community Service Officer (CSO) will assist the coordinators by gathering information important in the identification of problematic ABC licensed businesses. The CSO will also be responsible for keeping records on the progress of the operations so that periodic evaluations can be conducted.

The Moreno Valley Police Department will be issuing press releases to inform the community that the Moreno Valley Police Department is continuing its ongoing efforts to thwart the unlawful selling and purchasing of alcohol that involves minors. These press releases will be distributed as required by the grant, and faxed copies of these press releases will be routed to ABC s public information officer as well.

The Moreno Valley Police Department is committed to the programs developed under the "Minor Decoy" and "Shoulder Tap" programs. We have learned much from working with A.B.C. and hope to be afforded the opportunity to work with them in the next "Minor Decoy," "Shoulder Tap," Program Grant year, 2011-2012. We will continue to include A.B.C. in all our operations and will also solicit the help of other governmental agencies when appropriate. It is our intent to keep the community safe, informed, and involved in the fight against problematic A.B.C. licensed establishments, under aged alcohol consumption, and abuse.

Project Personnel:

This grant proposal, prepared by the Problem Oriented Policing Unit (P.O.P. Team), will be supervised by the P.O.P. sergeant (Project Director), currently Sergeant Mooney. The supervising sergeant or Project Director will be responsible for the following: 1) Monitoring time frames in the contract. 2) Maintaining costs within the approved amounts of each category. 3) Maintaining adequate records for validation of project progress and accountability for all funds expended on the

project. 4) Submission of required project reports and, 5) Conducting project evaluation.

In addition to the P.O.P. Sergeants, nine sworn Officers and one Community Service Officer will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The officers will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One-non sworn Community Service Officer (CSO) will assist the officers by gathering information important in the identification of problematic ABC licensed businesses.

During the past year the City of Moreno Valley has been dealing with the ongoing state budget issues. The Moreno Valley Police Department has been impacted by this current issue. The acceptance of this grant would improve the ongoing efforts the Moreno Valley Police Department has in place in the proactive enforcement of A.B.C. establishments. The funding would allow us to increase monitoring of the unlawful alcohol sales to minors, and create a strong deterrent to future violations.

The Moreno Valley Police Department has a strong working relationship with numerous governmental agencies and community action committees. We look forward to getting as many as possible involved in the campaign to prevent minors from obtaining alcohol from business licensees. We welcome the assistance of any other agencies that wish to assist us with the enforcement, and education of the public and business owners, of this growing problem that plagues communities across America today.

BUDGET DETAIL

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (straight time salaries, overtime, and benefits)	
The City of Moreno Valley contracts with the Riverside County Sheriff's Department for a full service police department. The straight time rate is $121.97 per hour and the overtime rate is $54.39 per hour. Therefore, the operations are worked on an overtime basis in order to get the most out of the awarded funds. (1) Sergeant: straight time: $82.42, overtime: $80.02 (5) Officer: straight time: $121.97, overtime: $54.39 (1) Community service officer- straight time: $41.94, overtime: $39.20 GAP Training hours – (2) officer straight time for 24 hours	Sergeant = $12,483.12 Officers = $42,424.20 CSO = $6,115.20 (2)Officer for GAP training. = $5854.56
TOTAL PERSONNEL SERVICES	$66,877.08
B. Operating Expenses (maximum $2,500)	
Twenty six operations with $40.00 "buy money" per operation is a total of $1040.00	
TOTAL OPERATING EXPENSES	$1,040.00
C. Equipment (maximum $2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice) None	
TOTAL EQUIPMENT	$0.00
D. Travel Expense/Registration Fees (maximum $2,000)	
(Registration fee for July 2011 GAP Conference attendees is $200 each) Travel, per diem and lodging for the July GAP Conference.	$400.00 $1600.00
TOTAL TRAVEL EXPENSE	$2,000.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	$69,918.00

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. **(Round all budget amounts to the nearest dollar.)**

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	$66,877.08		$66,877.00
Operating Expenses	$1,040.00		$1,040.00
Travel/Registration Fees	$2,000.00		$2,000.00
Equipment			
TOTALS	$69,918.00		69,918.00

(This form does not become part of the contract)

REQUEST FOR PROPOSALS
RATING FORM

APPLICANT: _____

FUNDS REQUESTED: _____

INSTRUCTIONS TO RATER: The rating form is divided into six categories with a maximum point value assigned to each category. Rate each category based on the applicant's response in the request for proposal. You may use the comments line to give more detail. Once you have rated the request for proposal, total the points at the bottom. The maximum points an applicant agency can receive is 100 points.

CATEGORY:

SUMMARY – (15 POINTS MAXIMUM)

Does applicant describe the department's size, structure, staffing, number of ABC licenses, demographics of jurisdiction, and goals and objectives?

Points Received_____

Comments:_____

PROBLEM STATEMENT – (25 POINTS MAXIMUM)

Does applicant clearly identify the area to be served, specific problematic ABC licensed locations, community concerns, and other factors that contribute to the problem?

Points Received_____

Comments:_____

PROJECT DESCRIPTION – (25 POINTS MAXIMUM)

Does applicant clearly state the goals and objectives in full detail? Are objectives measurable, realistic, and related to a time frame? Are ABC enforcement strategies utilized (example, LEAD, IMPACT, Minor Decoy, Shoulder Tap, Trapdoor, etc.)

Points Received_____

Comments:_____

PROJECT PERSONNEL – (25 POINTS MAXIMUM)

Does applicant clearly describe the staffing required to carry out grant objectives and activities as supported by the proposed budget? Does it include the names of the Unit/Division responsible for the project?

Points Received_____

Comments: _____

BUDGET DETAIL – (5 POINTS)

Is the budget estimate page completed? **5 Points** ____

OTHER FUNDING SOURCES – (5 POINTS)

Is the other funding sources page completed? **5 Points** ____

TOTAL POINTS (100 POINTS MAXIMUM):_____

_____ _____

NAME DATE

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MV00099923

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500)

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

BACKGROUND

The Kitching Street Improvements Project widens Kitching Street from two to four lanes from Gentian Avenue to Alessandro Boulevard.

On June 24, 2009, the City Council approved the Kitching Street project as a three-phase project as part of the FY 09/10 CIP Budget. Two of the three phases were funded. Phase 1 includes utility relocation and design services for the entire length of the project. Phase 2 improves Kitching Street from Cactus Avenue to Alessandro Boulevard by upgrading Kitching Street to four lanes and installing a signal at Cactus Avenue. Phase 3 improves Kitching Street from Gentian Avenue to Cactus Avenue

from two lanes to four lanes at a future time, subject to the availability of funding for construction.

Phase 2 work has been completed and was accepted by the City Council at its meeting on January 25, 2011, for inclusion into the City's Maintained Road System.

The next step is to complete the remaining utility relocation and design work for Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue. The goal is to have Phase 3 of the project in 'Shovel Ready' condition for construction, subject to availability of future funding.

DISCUSSION

Phase 3 of the project requires relocation of existing SCE facilities at the intersection of Kitching Street and Delphinium Avenue. SCE retains 'prior rights' since their facilities are located within SCE's easement. Consequently, the cost of relocating SCE's facilities is the City's responsibility.

The relocation work includes removal of one wood guy pole with its companion span guys, down guys and anchors that are to be replaced with a 35-foot tubular steel pole (TSP) with span guys. By removing existing down guys and anchors within the proposed asphalt pavement area of the street right of way, widening of the street to four lanes can be accomplished at a future time when funding becomes available.

To date, the majority of conflicting SCE, EMWD, Verizon and Time Warner facilities within the project limits have already been relocated. After relocation of the subject SCE facilities at the Kitching Street/Delphinium Avenue intersection, remaining minor utility-related adjustments will be accomplished during construction of the Phase 3 improvements, because such adjustments can only be accomplished after grading and paving is complete.

The City previously made a deposit payment of $35,000 (Purchase Order No. 38653) for the design and procurement of long-lead custom-manufactured TSP. SCE's estimated cost for engineering, procurement, manufacturing, and installation of TSP is $149,000. Therefore, an additional $114,000 is due to SCE for these relocation activities.

This work will be carried out by SCE on a time and materials or actual cost basis. Upon completion of the work, SCE may refund the unused portion of the City's payment or it may invoice the City for any additional costs incurred beyond the City's payments. Since the work by SCE is on an actual cost basis, there is a potential for the final cost to be higher than the initial cost estimate. Accordingly, besides the $114,000 due to SCE, an additional 10% contingency in the amount of $11,400 is requested, increasing the total not-to-exceed amount for Purchase Order No. 38653 from $35,000 to $160,400.

ALTERNATIVES

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not authorize of the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and do not authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will delay the project.*

FISCAL IMPACT

The project is included in Fiscal Year 2010/2011 Capital Improvement Project Budget. It is funded by 2005 Lease Revenue Bond funds (Fund 501). Funding for this project is restricted to capital improvements for arterial street widening. There is no impact to the General Fund.

FY 2010 / 2011 PROJECT BUDGET:
Kitching Street from Alessandro Boulevard to Gentian Avenue
2005 Lease Revenue Bond (Account No. 501.82425)……..$1,640,000

FY 2010 / 2011 PROJECT COSTS:

Phase 1 and 2 Project Construction and Closeout Costs……..	$1.385,000
Complete Design for Phase 3 Improvements.....	$90,000
SCE Facilities Relocation Costs for Phase 3 Improvements.....	$160,400
Total Project Costs	$1,635,400

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This action authorizes a Change Order to increase Purchase Order No. 38653 to SCE by the amount of $125,400 for the engineering, procurement, manufacturing, and installation of a tubular steel pole (TSP). The TSP will be installed by Southern California Edison at Kitching Street/Delphinium intersection and will allow construction of Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue to be completed in the future subject to the availability of funding.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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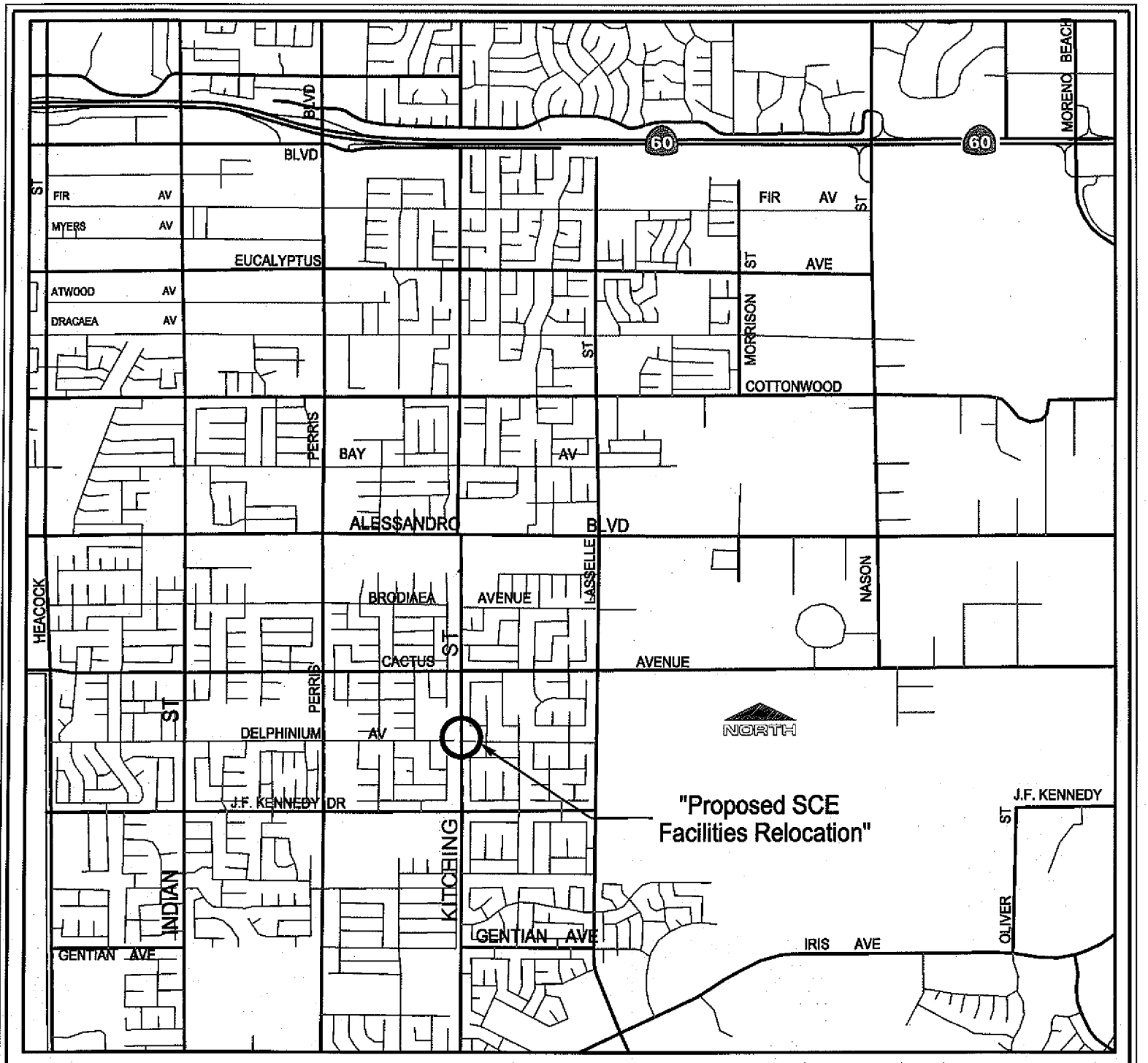

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

SCE FACILITIES RELOCATION AT
KITCHING STREET/DELPHINIUM INTERSECTION
FOR KITCHING STREET IMPROVEMENTS FROM
GENTIAN AVENUE TO CACTUS AVENUE
PROJECT NO. 07-50182425

Attachment "A"

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MV00099929

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR JANUARY, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-28
Check Register for Month of January, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF JANUARY, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period January 1, 2011 through January 31, 2011, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period January 1, 2011 through January 31, 2011, in the total amount of $12,324,061.41 is approved.

APPROVED AND ADOPTED this 22nd day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

BEMUS LANDSCAPE, INC.				
1/31/2011	881973	39,148.55		
			LANDSCAPE MAINT-E4	55.63
			LANDSCAPE MAINT-E4	64.50
			LANDSCAPE MAINT-E4	6,692.26
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
Vendor Total		**39,148.55**		
FYTD for BEMUS LANDSCAPE, INC.		**334,630.49**		
BRUCE W.HULL, MAI				
1/24/2011	205954	25,000.00		
			APPRAISAL SVCS-CFD 4	25,000.00
Vendor Total		**25,000.00**		
FYTD for BRUCE W.HULL, MAI		**25,000.00**		
BUDGET ENTERPRISES, INC.				
1/10/2011	205810	29,430.50		
			CITY HALL WINDOW TINT PROJ	29,430.50
Vendor Total		**29,430.50**		
FYTD for BUDGET ENTERPRISES, INC.		**29,430.50**		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
1/14/2011	2788	33,797.26		
			STATE INCOME TAX W/H 1/14/11	33,797.26
1/28/2011	2796	31,996.00		
			STATE INCOME TAX W/H 1/28/11	31,996.00
Vendor Total		**65,793.26**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**656,332.61**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
1/24/2011	881942	217,392.09		
			DISTRIBUTIONS CHARGES	182,494.95
			SPCL/TEMP CHARGES	10,340.00
			BAD DEBT DEDUCTION	-257.22
			ONLINE UTILITY SVCS	203.97
			CABINET LEASE-INDIAN	29.67
			CABINET LEASE-INDIAN	1,220.33
			CABINET LEASE-IRIS	47.14
			CABINET LEASE-IRIS	1,202.86
			ELECTRIC METER CHARGES	21,752.00
			PRINTED MATERIALS	358.39
Vendor Total		**217,392.09**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,372,719.94**		
GUIDA SURVEYING, INC.				
1/18/2011	881908	25,252.00		
			IRONWOOD AVE/INDIAN BASIN PROJ	14,960.00
			DAY ST IMPRVMNTS PROJ SVCS	10,292.00
Vendor Total		**25,252.00**		
FYTD for GUIDA SURVEYING, INC.		**85,986.00**		
H & H GENERAL CONTRACTORS				
1/31/2011	206118	171,530.10		
			MV UTIL. PROJ CONSTRUCT. SVCS	107,727.30
			MV UTIL. PROJ CONSTRUCT. SVCS	63,802.80
Vendor Total		**171,530.10**		
FYTD for H & H GENERAL CONTRACTORS		**171,530.10**		
HILLCREST CONTRACTING, INC				
1/18/2011	881909	183,063.83		
			KITCHING ST IMPRVMNT PROJ	5,157.58
			KITCHING ST IMPRVMNT PROJ	177,906.25
1/31/2011	881983	298,108.70		
			DAY ST IMPRVMNTS PROJ SVCS	298,108.70
Vendor Total		**481,172.53**		
FYTD for HILLCREST CONTRACTING, INC		**2,537,305.75**		
HUNTINGTON BEACH HONDA				
1/24/2011	205999	27,299.20		
			MOTORCYCLE RPLCMNT-POLICE	14,204.00
			DOC FEE-POLICE	55.00
			CA TIRE FEE-POLICE	3.50
			EQUIPMENT-POLICE	6,540.49
			INSTALLATION/PAINTING-POLICE	4,300.00
			SALES TAX-POLICE	2,196.21
Vendor Total		**27,299.20**		
FYTD for HUNTINGTON BEACH HONDA		**27,299.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE					
	1/14/2011	2787	130,796.36		
				FED INCOME TAX W/H 1/14/11	130,796.36
	1/28/2011	2795	134,868.39		
				FED INCOME TAX W/H 1/28/11	134,868.39
	Vendor Total		**265,664.75**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		
MIRACLE PLAYGROUND SALES					
	1/24/2011	881951	176,943.13		
				DEMO/INSTALL PLAYGRND EQUIP	109,331.76
				DEMO/INSTALL PLAYGRND EQUIP	47,869.74
				CA SALES TAX	8,727.49
				SHIPPING CHGS	11,014.14
	Vendor Total		**176,943.13**		
FYTD for MIRACLE PLAYGROUND SALES			**176,943.13**		
MORENO VALLEY UTILITY					
	1/25/2011	206075	53,779.13		
				ELECTRICITY	150.18
				ELECTRICITY	851.39
				ELECTRICITY	271.07
				ELECTRICITY	2,118.53
				ELECTRICITY	10,312.01
				ELECTRICITY	10,099.88
				ELECTRICITY	2,738.23
				ELECTRICITY	4,858.26
				ELECTRICITY	831.59
				ELECTRICITY	133.19
				ELECTRICITY	12,103.03
				ELECTRICITY	7,021.04
				ELECTRICITY	196.14
				ELECTRICITY	144.98
				ELECTRICITY	93.20
				ELECTRICITY	69.90
				ELECTRICITY	69.90
				ELECTRICITY	141.89
				ELECTRICITY	79.37
				ELECTRICITY	1,495.35
	Vendor Total		**53,779.13**		
FYTD for MORENO VALLEY UTILITY			**526,697.08**		
PERS HEALTH INSURANCE					
	1/7/2011	110102	215,602.65		
				EMPLOYEE HEALTH INS 1/7/11	215,602.65
	Vendor Total		**215,602.65**		
FYTD for PERS HEALTH INSURANCE			**1,389,737.64**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT					
	1/21/2011	2789	194,802.98		
				PERS RETIREMENT 1/21/11	194,802.98
	1/7/2011	2779	199,055.90		
				PERS RETIREMENT 1/7/11	199,055.90
	Vendor Total		**393,858.88**		
FYTD for PERS RETIREMENT			**2,974,953.79**		
PITASSI ARCHITECTS, INC					
	1/10/2011	881888	43,006.63		
				CORPORATE YARD FACILITY PROJ	43,006.63
	Vendor Total		**43,006.63**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110107	46,305.01		
				RETENTN PYMT PER ESCROW AGRMNT	46,305.01
	1/31/2011	881988	666,378.90		
				IRONWOOD AVE/INDIAN BASIN PROJ	41,983.20
				IRONWOOD AVE/INDIAN BASIN PROJ	153,101.83
				IRONWOOD AVE/INDIAN BASIN PROJ	42,521.35
				IRONWOOD AVE/INDIAN BASIN PROJ	428,772.52
	Vendor Total		**712,683.91**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF					
	1/18/2011	881916	2,758,449.61		
				CONTRACT LAW ENF BILL # 3	44,172.56
				CONTRACT LAW ENF BILL # 3	277.89
				CONTRACT LAW ENF BILL # 3	1,569,303.99
				CONTRACT LAW ENF BILL # 3	67,302.19
				CONTRACT LAW ENF BILL # 3	332,039.09
				CONTRACT LAW ENF BILL # 3	6,375.60
				CONTRACT LAW ENF BILL # 3	61,080.61
				CONTRACT LAW ENF BILL # 3	5,429.61
				CONTRACT LAW ENF BILL # 3	75,194.74
				CONTRACT LAW ENF BILL # 3	961.84
				CONTRACT LAW ENF BILL # 3	166,479.31
				CONTRACT LAW ENF BILL # 3	3,390.64
				CONTRACT LAW ENF BILL # 3	275,054.27
				CONTRACT LAW ENF BILL # 3	5,921.74
				CONTRACT LAW ENF BILL # 3	34,273.57
				CONTRACT LAW ENF BILL # 3	271.04
				CONTRACT LAW ENF BILL # 3	43,570.90
				CONTRACT LAW ENF BILL # 3	937.99
				CONTRACT LAW ENF BILL # 3	35,144.43
				CONTRACT LAW ENF BILL # 3	1,955.42
				CONTRACT LAW ENF BILL # 3	28,831.13
				CONTRACT LAW ENF BILL # 3	481.05
	1/31/2011	881989	2,612,636.73		
				CONTRACT LAW ENF BILL # 4	43,966.29
				CONTRACT LAW ENF BILL # 4	638.56
				CONTRACT LAW ENF BILL # 4	1,476,007.46
				CONTRACT LAW ENF BILL # 4	58,161.90
				CONTRACT LAW ENF BILL # 4	338,114.62
				CONTRACT LAW ENF BILL # 4	5,585.36
				CONTRACT LAW ENF BILL # 4	47,355.97
				CONTRACT LAW ENF BILL # 4	9,211.25
				CONTRACT LAW ENF BILL # 4	72,048.74
				CONTRACT LAW ENF BILL # 4	1,354.32
				CONTRACT LAW ENF BILL # 4	151,843.66
				CONTRACT LAW ENF BILL # 4	2,484.24
				CONTRACT LAW ENF BILL # 4	305,308.47
				CONTRACT LAW ENF BILL # 4	7,427.96
				CONTRACT LAW ENF BILL # 4	33,822.28
				CONTRACT LAW ENF BILL # 4	226.16
				CONTRACT LAW ENF BILL # 4	38,730.49
				CONTRACT LAW ENF BILL # 4	20,349.00
	Vendor Total		**5,371,086.34**		
FYTD for RIVERSIDE COUNTY SHERIFF			**15,070,633.49**		
SHELL ENERGY NORTH AMERICA (US) L.P.					
	1/24/2011	206043	468,994.40		
				ELECTRICAL ENERGY PURCHASE	468,994.40
	Vendor Total		**468,994.40**		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.			**4,116,830.00**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/3/2011	205788	40,302.98		
				ELECTRICITY	275.11
				ELECTRICITY	11,977.29
				ELECTRICITY	5,234.12
				ELECTRICITY	38.34
				ELECTRICITY	1,751.14
				ELECTRICITY	4,482.44
				ELECTRICITY	285.81
				ELECTRICITY	9,260.73
				ELECTRICITY	498.85
				ELECTRICITY	335.87
				ELECTRICITY	2,950.73
				ELECTRICITY	503.34
				ELECTRICITY	940.49
				ELECTRICITY	672.49
				ELECTRICITY	188.83
				ELECTRICITY	345.68
				ELECTRICITY	22.57
				ELECTRICITY	105.22
				ELECTRICITY	181.04
				ELECTRICITY	163.53
				ELECTRICITY	89.36
	1/3/2011	205789	31,278.74		
				WDAT CHARGES-SUBSTATION	10,447.31
				WDAT CHARGES-FREDERICK	2,386.62
				WDAT CHARGES-NANDINA	3,199.07
				WDAT CHARGES-GLOBE	8,684.55
				WDAT CHARGES-GRAHAM	3,935.97
				WDAT CHARGES-IRIS	2,625.22
	1/18/2011	205911	136,567.18		
				ELECTRICITY	23.06
				ELECTRICITY	260.91
				ELECTRICITY	45.63
				ELECTRICITY	709.03
				ELECTRICITY	1,012.99
				ELECTRICITY	1,473.45
				ELECTRICITY	95,604.30
				ELECTRICITY	36,719.41
				ELECTRICITY	368.26
				ELECTRICITY	92.28
				ELECTRICITY	24.38
				ELECTRICITY	25.99
				ELECTRICITY	65.46
				ELECTRICITY	98.06
				ELECTRICITY	43.97
	1/25/2011	206076	33,175.97		
				ELECTRICITY	526.31
				ELECTRICITY	218.90
				ELECTRICITY	47.13
				ELECTRICITY	5,857.01
				ELECTRICITY	1,060.58
				ELECTRICITY	192.86

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	2,381.91
			ELECTRICITY	19.18
			ELECTRICITY	2,506.80
			ELECTRICITY	558.12
			ELECTRICITY	1,664.77
			ELECTRICITY	721.57
			ELECTRICITY	863.69
			ELECTRICITY	140.12
			ELECTRICITY	3,741.18
			ELECTRICITY	1,010.57
			ELECTRICITY	1,145.53
			ELECTRICITY	22.57
			ELECTRICITY	387.77
			ELECTRICITY	5,761.71
			ELECTRICITY	1,736.44
			ELECTRICITY	255.45
			ELECTRICITY	264.70
			ELECTRICITY	859.11
			ELECTRICITY	143.70
			ELECTRICITY	187.03
			ELECTRICITY	31.62
			ELECTRICITY	21.84
			ELECTRICITY	168.75
			ELECTRICITY	213.66
			ELECTRICITY	147.51
			ELECTRICITY	199.58
			ELECTRICITY	90.54
			ELECTRICITY	27.76
	Vendor Total	**241,324.87**		
FYTD for SOUTHERN CALIFORNIA EDISON		**1,759,082.07**		
STANDARD INSURANCE CO				
1/25/2011	206077	29,819.16		
			LIFE & DISABILITY INSURANCE	11,662.68
			LIFE & DISABILITY INSURANCE	-68.37
			LIFE & DISABILITY INSURANCE	18,236.93
			LIFE & DISABILITY INSURANCE	-12.08
	Vendor Total	**29,819.16**		
FYTD for STANDARD INSURANCE CO		**227,964.72**		
STK ARCHITECTURE, INC.				
1/24/2011	881962	85,849.08		
			MORRISON PRK FIRE STATION PROJ	85,849.08
	Vendor Total	**85,849.08**		
FYTD for STK ARCHITECTURE, INC.		**270,740.17**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. BANK/CALCARDS					
	1/6/2011	110103	112,826.10		
				CALCARD PMT CYCLE END 12/22/10	112,826.10
	1/20/2011	110104	95,683.24		
				CALCARD PYMT CYCLE END 1/7/11	95,683.24
	Vendor Total		**208,509.34**		
FYTD for U.S. BANK/CALCARDS			**1,121,345.00**		
WELLS FARGO CORPORATE TRUST					
	1/25/2011	110110	1,023,839.98		
				INT PYMT-2007 TAB SERIES A	1,023,839.98
	Vendor Total		**1,023,839.98**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.					
	1/18/2011	205932	741,529.00		
				TUMF FEES	235,161.00
				TUMF FEES	506,368.00
	Vendor Total		**741,529.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			**953,476.08**		
WRCRCA					
	1/18/2011	205933	33,159.00		
				DEC-10 RESIDENTIAL FEES	33,159.00
	Vendor Total		**33,159.00**		
FYTD for WRCRCA			**1,271,213.38**		
	Subtotal		**11,147,668.48**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN $25,000				
EXCLUSIVE RM AUTHORITY OF CA				
1/10/2011	205799	10,000.00		
			GENERAL MATTERS	10,000.00
Vendor Total		**10,000.00**		
FYTD for EXCLUSIVE RM AUTHORITY OF CA		**10,000.00**		
3E COMPANY				
1/10/2011	205800	3,907.00		
			SUBSCRIPTION LICENSE/RENEWAL	3,907.00
Vendor Total		**3,907.00**		
FYTD for 3E COMPANY		**3,907.00**		
A & I REPROGRAPHICS 2406362				
1/3/2011	205745	765.17		
			RPRGRPHC SVCS-PERRIS BL WIDEN	765.17
1/10/2011	205801	330.92		
			RPRGRPHCS-SHADOW MTN PARK PROJ	248.19
			RPRGRPHCS-SHADOW MTN PARK PROJ	82.73
1/18/2011	205840	665.44		
			RPRGRPHC SVCS-BRIDGE MAINT PRJ	665.44
1/31/2011	206078	860.37		
			RPRGRPHC SVCS-PERRIS BL WIDEN	265.40
			RPRGRPHC SVCS-SR60/NASON PROJ	594.97
Vendor Total		**2,621.90**		
FYTD for A & I REPROGRAPHICS 2406362		**21,019.27**		
A COMING OF AGE FOSTER FAMILY AGENCY				
1/18/2011	205841	200.00		
			REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		**200.00**		
FYTD for A COMING OF AGE FOSTER FAMILY AGENCY		**200.00**		
ACCESS SECURITY CONTROLS INT., INC.				
1/10/2011	205802	75.00		
			MONITORING SVCS-ERC	75.00
1/24/2011	205938	985.00		
			MONITORING SVCS-GOLF COURSE	75.00
			MONITORING SVCS-S/MEAD MIDDLE	75.00
			MONITORING SVCS-ASES STARS	75.00
			MONITORING SVCS-FS #58	760.00
Vendor Total		**1,060.00**		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		**5,042.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACCOUNTEMPS					
	1/31/2011	206079	2,214.81		
				TEMP SVCS-V ARGUTA W/E 12/24	2,214.81
	Vendor Total		**2,214.81**		
FYTD for ACCOUNTEMPS			**7,155.45**		
ACT MEDIATION					
	1/18/2011	205842	0.00		
				MEDIATION -CASE# RIC 10017492	2,900.00
				VOIDED CHECK #205842 ON1/24/11	-2,900.00
	1/18/2011	205843	5,800.00		
				MEDIATION -CASE# RIC 10017492	5,800.00
	Vendor Total		**5,800.00**		
FYTD for ACT MEDIATION			**5,800.00**		
ADAMS, MARK L.					
	1/3/2011	881812	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ADAMS, MARK L.			**2,231.11**		
ADDICTION MEDICINE CONSULTANTS, INC.					
	1/31/2011	206080	1,375.00		
				DRUG/ALCOHOL TESTING PRGM	1,375.00
	Vendor Total		**1,375.00**		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.			**1,375.00**		
ADDUS HEALTH CARE					
	1/3/2011	205746	500.00		
				REFUND-RNTL DEP 12/13	500.00
	Vendor Total		**500.00**		
FYTD for ADDUS HEALTH CARE			**500.00**		
ADLERHORST INTERNATIONAL INC.					
	1/18/2011	881892	283.34		
				TRAINING FOR PATROL CANINES	283.34
	Vendor Total		**283.34**		
FYTD for ADLERHORST INTERNATIONAL INC.			**18,857.09**		
ADMINSURE					
	1/31/2011	206081	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**18,200.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
1/10/2011	881876	390.00		
			ICE MACHINE MAINT-FS #2	185.00
			ICE MACHINE MAINT-FS #2	10.00
			ICE MACHINE MAINT-FS #65	185.00
			ICE MACHINE MAINT-FS #65	10.00
1/24/2011	881933	1,238.00		
			ICE MACHINE MAINT-FS #58	1,043.00
			ICE MACHINE MAINT-PSB	195.00
	Vendor Total	**1,628.00**		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		**16,596.00**		
ADVANCED ELECTRIC				
1/31/2011	206082	496.00		
			ELECTRICAL REPAIRS-CONF & REC	124.00
			RETROFIT LAMPS @ CITY HALL	372.00
	Vendor Total	**496.00**		
FYTD for ADVANCED ELECTRIC		**7,241.60**		
ADVANTAGE BUSINESS EQUIPMENT, INC				
1/31/2011	206166	153.31		
			BLANK CHECK STOCK-A/P	153.31
	Vendor Total	**153.31**		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		**1,022.20**		
AEI-CASC ENGINEERING				
1/24/2011	881934	1,036.00		
			PROF CONSULTING SVCS-WQMP	1,036.00
	Vendor Total	**1,036.00**		
FYTD for AEI-CASC ENGINEERING		**10,298.04**		
AGUIRRE, LEONOR S				
1/10/2011	205803	1,650.00		
			MOVING EXPENSES-PERRIS BL PROJ	1,650.00
	Vendor Total	**1,650.00**		
FYTD for AGUIRRE, LEONOR S		**1,650.00**		
AHLERS, ROSCEAL				
1/18/2011	205844	152.00		
			INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total	**152.00**		
FYTD for AHLERS, ROSCEAL		**608.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALBERTO'S MEXICAN FOOD					
	1/31/2011	206083	55.97		
				REFUND-BUS LIC OVRPMT	55.97
	Vendor Total		**55.97**		
FYTD for ALBERTO'S MEXICAN FOOD			**55.97**		
ALCORN FENCE COMPANY					
	1/24/2011	205939	22.34		
				REFUND-BUS.LIC OVERPYMT	22.34
	Vendor Total		**22.34**		
FYTD for ALCORN FENCE COMPANY			**22.34**		
ALESSANDRO SMOG TEST ONLY					
	1/24/2011	205940	39.00		
				REFUND-BUS.LIC OVERPYMT	39.00
	Vendor Total		**39.00**		
FYTD for ALESSANDRO SMOG TEST ONLY			**39.00**		
ALL PRO MEDICAL GROUP, INC					
	1/24/2011	205941	40.44		
				REFUND-BUS.LIC OVERPYMT	40.44
	Vendor Total		**40.44**		
FYTD for ALL PRO MEDICAL GROUP, INC			**40.44**		
ALLIANCE BUS LINES INC					
	1/10/2011	205804	257.64		
				TRANSPORTATION SVCS-CHILDS PLC	48.88
				TRANSPORTATION SVCS-CHILDS PLC	208.76
	Vendor Total		**257.64**		
FYTD for ALLIANCE BUS LINES INC			**7,109.27**		
ALLIANZ LIFE INSURANCE CO					
	1/18/2011	205845	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**525.00**		
ALVAREZ, ESPERANZA					
	1/24/2011	205942	300.00		
				REFUND-RNTL DEP 10/23	300.00
	Vendor Total		**300.00**		
FYTD for ALVAREZ, ESPERANZA			**300.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMAZING DISCOUNT STORE					
	1/24/2011	205943	36.00		
				REFUND-BUS.LIC OVERPYMT	36.00
	Vendor Total		**36.00**		
FYTD for AMAZING DISCOUNT STORE			**36.00**		
AMERICA VIETNAM REALTY & FINANCE					
	1/31/2011	206084	22.60		
				REFUND-BUS LIC OVRPMT	22.60
	Vendor Total		**22.60**		
FYTD for AMERICA VIETNAM REALTY & FINANCE			**22.60**		
AMERICAN FORENSIC NURSES					
	1/18/2011	881893	1,191.32		
				BLOOD DRAWS	82.16
				BLOOD DRAWS	1,109.16
	1/24/2011	881935	41.08		
				BLOOD DRAWS	41.08
	1/31/2011	881972	1,550.64		
				BLOOD DRAWS	1,550.64
	Vendor Total		**2,783.04**		
FYTD for AMERICAN FORENSIC NURSES			**17,643.42**		
AMERICAN TOWERS					
	1/10/2011	205805	2,573.48		
				LEASE AGREEMENT	2,573.48
	Vendor Total		**2,573.48**		
FYTD for AMERICAN TOWERS			**10,293.92**		
AMINO, MARCIA					
	1/24/2011	205944	169.76		
				REFUND-CANDIDATE STMNT	169.76
	Vendor Total		**169.76**		
FYTD for AMINO, MARCIA			**169.76**		
AMTECH ELEVATOR SERVICES					
	1/24/2011	205945	210.90		
				ELEVATOR SVC-SENIOR CENTER	210.90
	Vendor Total		**210.90**		
FYTD for AMTECH ELEVATOR SERVICES			**1,271.69**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANAYA, KIM REYE					
	1/18/2011	205846	93.00		
				MILEAGE REIMBURSEMENT	93.00
	Vendor Total		**93.00**		
FYTD for ANAYA, KIM REYE			**239.90**		
ANDREWS-BAKER, SUE					
	1/24/2011	205946	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for ANDREWS-BAKER, SUE			**375.00**		
ANIMAL HEALTH AND SANITARY SUPPLY					
	1/10/2011	205806	170.37		
				CLEANING SOLUTIONS-ANML SHLTR	170.37
	Vendor Total		**170.37**		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY			**783.14**		
ANIMAL PEST MANAGEMENT SERVICES, INC.					
	1/24/2011	205947	1,790.00		
				PEST CNTRL SVC-CFD #1	160.00
				PEST CNTRL SVC-GOLF COURSE	180.00
				PEST CNTRL SVC-STARS BLDG	100.00
				PEST CNTRL SVC-CITY PARKS	665.00
				PEST CNTRL SVC-CITY PARKS	255.00
				PEST CNTRL SVC-MARCH CHILDCARE	330.00
				PEST CNTRL SVC-MARCH C/C & PAL	100.00
	Vendor Total		**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.			**12,530.00**		
APPLIANCE DISCOUNTERS					
	1/3/2011	205747	27.95		
				REFUND-BUS LIC OVRPMT	27.95
	Vendor Total		**27.95**		
FYTD for APPLIANCE DISCOUNTERS			**27.95**		
ARCHIVE MANAGEMENT SERVICE					
	1/24/2011	881936	1,172.51		
				OFF SITE STORAGE-CITY CLERKS	1,172.51
	Vendor Total		**1,172.51**		
FYTD for ARCHIVE MANAGEMENT SERVICE			**9,853.37**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARROWHEAD WATER					
	1/10/2011	205807	365.78		
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRAILER	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
				WATER PURIF RNTL-EOC	25.00
	1/24/2011	205948	0.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
	1/25/2011	206074	125.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
	1/31/2011	206085	365.78		
				WATER PURIF RNTL-STARS BLDG	25.00
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRFFC TRLR	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
	Vendor Total		**856.56**		
FYTD for ARROWHEAD WATER			**4,187.06**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AT&T MOBILITY					
	1/18/2011	205847	91.87		
				CELL PHONE CHRGS-PD COMND CTR	91.87
	1/31/2011	206086	91.98		
				CELL PHONE SVC-PD MBL CTR	91.98
	Vendor Total		**183.85**		
FYTD for AT&T MOBILITY			**734.78**		
AT&T/MCI					
	1/18/2011	205848	183.36		
				COMMUNICATIONS SVCS-PD	183.36
	Vendor Total		**183.36**		
FYTD for AT&T/MCI			**1,284.66**		
AUDREY PATRICK REPORTING SERVICES					
	1/31/2011	206087	1,065.00		
				LEGAL TRANSCRIPTION SVCS	1,065.00
	Vendor Total		**1,065.00**		
FYTD for AUDREY PATRICK REPORTING SERVICES			**4,891.16**		
AUTOMATED GATE SERVICES, INC					
	1/10/2011	205808	41.34		
				REFUND-BUS LIC OVRPMT	41.34
	Vendor Total		**41.34**		
FYTD for AUTOMATED GATE SERVICES, INC			**41.34**		
AVILA, BRENDA					
	1/24/2011	205949	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for AVILA, BRENDA			**20.00**		
AWAD, SAAD					
	1/24/2011	205950	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for AWAD, SAAD			**50.00**		
AYARS, MARGARET E.					
	1/3/2011	881813	956.19		
				OCT - DEC '10, PAID Jan '11	956.19
	Vendor Total		**956.19**		
FYTD for AYARS, MARGARET E.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BACHER, GRACE					
	1/3/2011	205748	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**2,152.33**		
BANFORD, SHERI					
	1/31/2011	206088	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for BANFORD, SHERI			**50.00**		
BARNES, DARLENE					
	1/3/2011	881814	114.50		
				DEC '10, PAID JAN '11	114.50
	Vendor Total		**114.50**		
FYTD for BARNES, DARLENE			**916.00**		
BASHIR, MUHAMMAD					
	1/18/2011	205849	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for BASHIR, MUHAMMAD			**200.00**		
BAYER APPRAISALS					
	1/24/2011	205951	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for BAYER APPRAISALS			**1,500.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.					
	1/18/2011	881894	16,037.60		
				LANDSCAPE MAINT-ZONE E-4	19.00
				LANDSCAPE MAINT-ZONE E-4/E-4A	15,650.96
				LANDSCAPE MAINT-ZONE E-4/E-4A	367.64
	1/24/2011	881937	13,255.58		
				LANDSCAPE MAINT-CORP. YARD	250.00
				LANDSCAPE MAINT-ANIMAL SHELTER	520.00
				LANDSCAPE MAINT-C & R	1,900.00
				LANDSCAPE MAINT-STARS BLDG	300.00
				LANDSCAPE MAINT-PSB	1,197.58
				LANDSCAPE MAINT-UTILITIES	480.00
				LANDSCAPE MAINT-ELECTRIC SUBST	630.00
				LANDSCAPE MAINT-PUBLIC LIBRARY	520.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-CFD #1	1,900.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-PARKS	735.00
				LANDSCAPE MAINT-PARKS	262.50
				LANDSCAPE MAINT-PARKS	525.00
				LANDSCAPE MAINT-PARKS	850.50
				LANDSCAPE MAINT-PARKS	1,785.00
				LANDSCAPE MAINT-PARKS	600.00
	Vendor Total		**29,293.18**		
FYTD for BEMUS LANDSCAPE, INC.			**334,630.49**		
BENESYST, INC.					
	1/24/2011	205952	1,020.22		
				FLEX ADMIN SVCS-HR	220.61
				FLEX ADMIN SVCS-HR	309.61
				COBRA ADMIN SVCS-HR	245.00
				COBRA ADMIN SVCS-HR	245.00
	Vendor Total		**1,020.22**		
FYTD for BENESYST, INC.			**4,479.68**		
BIO-TOX LABORATORIES					
	1/18/2011	205850	34.23		
				TOXICOLOGY TESTS	34.23
	Vendor Total		**34.23**		
FYTD for BIO-TOX LABORATORIES			**36,839.23**		
BOBO II, FELIX					
	1/18/2011	205851	77.00		
				MILEAGE REIMBURSEMENT	77.00
	Vendor Total		**77.00**		
FYTD for BOBO II, FELIX			**815.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BORNSHEUER, BRENDA					
	1/24/2011	205953	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for BORNSHEUER, BRENDA			**20.00**		
BPC MEDIA WORKS, LLC					
	1/31/2011	206089	1,530.00		
				ADVERTISING SVCS-EDD	1,530.00
	Vendor Total		**1,530.00**		
FYTD for BPC MEDIA WORKS, LLC			**1,530.00**		
BPS TACTICAL, INC					
	1/10/2011	205809	277.31		
				BALLISTIC VEST-PD	277.31
	Vendor Total		**277.31**		
FYTD for BPS TACTICAL, INC			**940.20**		
BRANDON'S DINER, INC.					
	1/3/2011	205749	750.00		
				REFUND-RNTL DEP 12/16	750.00
	Vendor Total		**750.00**		
FYTD for BRANDON'S DINER, INC.			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.					
	1/24/2011	881938	2,766.75		
				MISC BOOKS-LIBRARY	24.37
				MISC BOOKS-LIBRARY	31.60
				MISC BOOKS-LIBRARY	21.36
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	64.13
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	109.69
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	24.41
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	59.34
				MISC BOOKS-LIBRARY	59.14
				MISC BOOKS-LIBRARY	33.06
				MISC BOOKS-LIBRARY	313.88
				MISC BOOKS-LIBRARY	63.70
				MISC BOOKS-LIBRARY	27.40
				MISC BOOKS-LIBRARY	18.36
				MISC BOOKS-LIBRARY	245.71
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	295.27
				MISC BOOKS-LIBRARY	39.56
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.99
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	29.41
				MISC BOOKS-LIBRARY	43.14
				MISC BOOKS-LIBRARY	608.12
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	180.92
				MISC BOOKS-LIBRARY	43.23
	1/31/2011	881974	43.17		
				MISC BOOKS-LIBRARY	43.17
	Vendor Total		**2,809.92**		
FYTD for BRODART CO.			**24,625.26**		
BUCKINGHAM, STAN					
	1/3/2011	205750	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUSH, DUNCAN					
	1/31/2011	206090	3.01		
				REFUND-UT USER TAXES	3.01
	Vendor Total		**3.01**		
FYTD for BUSH, DUNCAN			**3.01**		
BWI - BOOK WHOLESALERS, INC.					
	1/24/2011	205955	72.12		
				MISC BOOKS-LIBRARY	72.12
	1/31/2011	206091	658.38		
				MISC BOOKS-LIBRARY	658.38
	Vendor Total		**730.50**		
FYTD for BWI - BOOK WHOLESALERS, INC.			**14,612.53**		
CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM					
	1/31/2011	206092	400.00		
				VALUATION SVCS-EMPLYR CONT RAT	400.00
	Vendor Total		**400.00**		
FYTD for CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM			**400.00**		
CAIN, GREGORY					
	1/3/2011	881815	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**2,231.11**		
CALIFORNIA BUILDING STANDARDS COMMISSION					
	1/18/2011	205852	487.80		
				SB 1473 FEES COLLECTED	487.80
	Vendor Total		**487.80**		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION			**1,333.80**		
CALIFORNIA MOBILE HOMES SVCS, INC					
	1/31/2011	206093	40.00		
				REFUND-BUS LIC OVRPMT	40.00
	Vendor Total		**40.00**		
FYTD for CALIFORNIA MOBILE HOMES SVCS, INC			**40.00**		
CALIFORNIA TRANSCRIPTION, LLC					
	1/31/2011	881975	85.29		
				TRANSCRIPTION SVCS	85.29
	Vendor Total		**85.29**		
FYTD for CALIFORNIA TRANSCRIPTION, LLC			**379.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALPERS					
	1/24/2011	205956	21,621.60		
				4TH LEVEL SURVIVOR BNFT	21,621.60
	Vendor Total		**21,621.60**		
FYTD for CALPERS			**1,585,621.60**		
CANNON, ANA M.					
	1/3/2011	881816	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CANNON, ANA M.			**2,056.56**		
CANON FINANCIAL SERVICES, INC.					
	1/10/2011	205811	7,590.68		
				COPIERS-LEASE	7,059.29
				COPIERS-LEASE SALES TAX	531.39
	Vendor Total		**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.			**53,134.76**		
CARTER, ROSALYN					
	1/3/2011	881817	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CARTER, ROSALYN			**2,325.18**		
CASCADE DRILLING, LP					
	1/24/2011	205957	32.85		
				REFUND-BUS.LIC OVERPYMT	32.85
	Vendor Total		**32.85**		
FYTD for CASCADE DRILLING, LP			**32.85**		
CASTRO, VERNITA					
	1/18/2011	205853	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for CASTRO, VERNITA			**200.00**		
CAVENAUGH & ASSOCIATES					
	1/18/2011	881895	499.00		
				D.U.I. SEMINAR MAR 14-18, 2011	499.00
	Vendor Total		**499.00**		
FYTD for CAVENAUGH & ASSOCIATES			**499.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX					
	1/10/2011	205812	468.12		
				CEMENT PURCHASE	468.12
	Vendor Total		**468.12**		
FYTD for CEMEX			**5,006.90**		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS					
	1/31/2011	206094	210.00		
				PRE-EMPLOYMENT PHYSICALS	210.00
	Vendor Total		**210.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**7,684.00**		
CENTURY 21/ LOIS LAUER, INC					
	1/24/2011	205958	91.30		
				REFUND-BUS.LIC OVERPYMT	91.30
	Vendor Total		**91.30**		
FYTD for CENTURY 21/ LOIS LAUER, INC			**91.30**		
CHANCY, CHIZURU					
	1/31/2011	206095	140.40		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
	Vendor Total		**140.40**		
FYTD for CHANCY, CHIZURU			**936.00**		
CHANDLER ASSET MANAGEMENT, INC					
	1/18/2011	881896	8,834.00		
				INVESTMENT MGMT.	8,834.00
	Vendor Total		**8,834.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**61,659.00**		
CHAPMAN, STEVE					
	1/3/2011	205751	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**2,231.11**		
CHAPPELL, ISAAC					
	1/3/2011	881818	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHERRY VALLEY FEED					
	1/18/2011	205854	140.26		
				DOG FOOD & MISC.	140.26
	Vendor Total		**140.26**		
FYTD for CHERRY VALLEY FEED			**776.30**		
CHICO, DANIEL					
	1/18/2011	205855	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for CHICO, DANIEL			**885.00**		
CHRISTIAN, OWEN					
	1/3/2011	881819	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**1,397.06**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION					
	1/3/2011	205752	69.56		
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-CFD#1	13.74
				UNIFORM RNTL SVC-GOLF COURSE	5.63
	1/10/2011	205813	212.33		
				UNIFORM RNTL SVC-EQUIP MAINT	48.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-TRFFC SGNL MA	20.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-TREE MAINT CR	9.18
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-STREET MAINT	48.06
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-FAC MAINT	16.70
	1/18/2011	205856	118.94		
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-GOLF COURSE	5.63
	1/24/2011	205959	269.96		
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-GOLF STAFF	5.63
				UNIFORM RNTL SVC-GOLF STAFF	5.63
				UNIFORM RNTL SVC-TRAFFICSIGNAL	12.79
				UNIFORM RNTL SVC-SIGNS/STRIPS	15.82
				UNIFORM RNTL SVC-CFD #1 STAFF	13.74
	1/31/2011	206096	114.87		
				UNIFORM RNTL SVC-PARKS STAFF	50.19
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-CFD#1 STAFF	13.74
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-GOLF STAFF	5.63

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	Vendor Total	785.66		
FYTD for CINTAS CORPORATION		6,737.78		
CIOTTI, MARTIN AND/OR FLORENCE				
1/24/2011	205960	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for CIOTTI, MARTIN AND/OR FLORENCE		20.00		
CITY OF MORENO VALLEY VEBA TRUST				
1/18/2011	881897	4,125.00		
			EXEMPT VEBA	4,125.00
	Vendor Total	4,125.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		28,687.50		
CITY OF RIVERSIDE				
1/6/2011	205798	80.00		
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
1/24/2011	205961	80.00		
			ATTND-M DAWSON/R TEICHERT	40.00
			ATTND-M DAWSON/R TEICHERT	40.00
	Vendor Total	160.00		
FYTD for CITY OF RIVERSIDE		3,083.37		
CLEAN AIR SMOG				
1/24/2011	205962	42.50		
			REFUND-BUS.LIC OVERPYMT	42.50
	Vendor Total	42.50		
FYTD for CLEAN AIR SMOG		42.50		
CLOVER ENTERPRISES, INC				
1/3/2011	205753	42.90		
			REFUND-BUS LIC OVRPMT	42.90
	Vendor Total	42.90		
FYTD for CLOVER ENTERPRISES, INC		42.90		
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC				
1/18/2011	205857	50.00		
			ANNUAL MEMBERSHIP 1/1-12/31/11	50.00
	Vendor Total	50.00		
FYTD for CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC		50.00		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CNOA REGION IV					
	1/31/2011	206097	280.00		
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
	Vendor Total		**280.00**		
FYTD for CNOA REGION IV			**280.00**		
CNOA REGION V					
	1/24/2011	205963	405.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
	1/31/2011	206098	45.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
	Vendor Total		**450.00**		
FYTD for CNOA REGION V			**450.00**		
CO, MARCELO					
	1/24/2011	205964	106.23		
				REFUND-CANDIDATE STMNT	106.23
	Vendor Total		**106.23**		
FYTD for CO, MARCELO			**106.23**		
COLONIAL SUPPLEMENTAL INSURANCE					
	1/24/2011	205965	6,605.89		
				SUPPLEMENTAL INSURANCE	6,605.89
	1/31/2011	206099	7,166.44		
				SUPPLEMENTAL INSURANCE	7,166.44
	Vendor Total		**13,772.33**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE			**56,444.03**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY HEALTH CHARITIES					
	1/3/2011	205754	126.47		
				CHC CONTRIBUTIONS	126.47
	1/18/2011	205858	186.31		
				CHC CONTRIBUTIONS	186.31
	1/31/2011	206100	186.31		
				CHC CONTRIBUTIONS	186.31
	Vendor Total		**499.09**		
FYTD for COMMUNITY HEALTH CHARITIES			**2,443.20**		
CONTINUING EDUCATION OF THE BAR					
	1/18/2011	205859	117.72		
				LEGAL PUBLICATION SUBSCPTNS	117.72
	Vendor Total		**117.72**		
FYTD for CONTINUING EDUCATION OF THE BAR			**795.57**		
CONTRERAS, ROBERT					
	1/24/2011	205966	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for CONTRERAS, ROBERT			**20.00**		
CORPIN, RUBY					
	1/24/2011	205967	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for CORPIN, RUBY			**75.00**		
COSTCO					
	1/3/2011	205755	2,326.44		
				MISC SUPPLIES-STARS	281.45
				MISC SUPPLIES-STARS	356.24
				MISC SUPPLIES-STARS	306.69
				MISC SUPPLIES-CHILDS PLACE	1,382.06
	1/24/2011	205968	292.98		
				MISC SUPPLIES-STARS PROGRAM	138.60
				MISC SUPPLIES-STARS PROGRAM	30.06
				MISC SUPPLIES-ECON.DEV.	21.09
				MISC SUPPLIES-STARS PROGRAM	103.23
	1/31/2011	206101	399.34		
				MISC SUPPLIES-SKATE PARK	193.42
				MISC SUPPLIES-STARS	205.92
	Vendor Total		**3,018.76**		
FYTD for COSTCO			**33,059.90**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNSELING TEAM, THE					
	1/31/2011	206102	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	Vendor Total		**1,250.00**		
FYTD for COUNSELING TEAM, THE			**10,000.00**		
COUNTY OF RIVERSIDE - RMAP					
	1/10/2011	205814	42.70		
				RECORDATION REQUESTS-LAND DEV	42.70
	Vendor Total		**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP			**297.45**		
COUNTY OF RIVERSIDE AUDITOR					
	1/18/2011	205860	18,232.67		
				PARKING CONTROL FEES-CODE	16,334.67
				PARKING CONTROL FEES-CODE	1,898.00
	Vendor Total		**18,232.67**		
FYTD for COUNTY OF RIVERSIDE AUDITOR			**175,501.03**		
COVENTRY PET RESORT					
	1/24/2011	881939	110.31		
				MISC K-9 FOOD-PD	101.43
				MISC K-9 FOOD-PD	8.88
	Vendor Total		**110.31**		
FYTD for COVENTRY PET RESORT			**659.50**		
CREATIVE SOLUTIONS FOR KIDS & FAMILIES					
	1/3/2011	205756	650.00		
				REFUND-RNTL DEP 12/19	650.00
	Vendor Total		**650.00**		
FYTD for CREATIVE SOLUTIONS FOR KIDS & FAMILIES			**650.00**		
CRITICAL REACH					
	1/24/2011	205969	265.00		
				2011 TRAK SUPPORT FEES	265.00
	Vendor Total		**265.00**		
FYTD for CRITICAL REACH			**265.00**		
CROSS, GWENDOLYN					
	1/24/2011	205970	110.13		
				REFUND-CANDIDATE STMNT	110.13
	Vendor Total		**110.13**		
FYTD for CROSS, GWENDOLYN			**110.13**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CROSSAN, RICK					
	1/31/2011	206103	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for CROSSAN, RICK			**75.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH					
	1/31/2011	206104	578.00		
				HEALTH PERMIT RNWL-SNNYMD PARK	578.00
	Vendor Total		**578.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			**11,905.36**		
CURRIER SANCHEZ CHIROPRACTIC					
	1/24/2011	205971	69.00		
				REFUND-BUS.LIC OVERPYMT	69.00
	Vendor Total		**69.00**		
FYTD for CURRIER SANCHEZ CHIROPRACTIC			**69.00**		
DACOLIAS, RAYMOND					
	1/18/2011	205861	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for DACOLIAS, RAYMOND			**684.00**		
DALE, KATHLEEN					
	1/3/2011	881820	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for DALE, KATHLEEN			**2,212.27**		
DATA TICKET, INC.					
	1/10/2011	881877	690.00		
				CITATION PRCSSNG-BLDG/SFTY	69.50
				CITATION PRCSSNG-ANML SVCS	620.50
	1/18/2011	881898	15,614.64		
				ADMIN CITATION PROCESSING	4,754.35
				CODE CITATION PROCESSING	10,860.29
	1/24/2011	881940	1,183.30		
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-CODE	973.30
	Vendor Total		**17,487.94**		
FYTD for DATA TICKET, INC.			**143,504.29**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DATAQUICK CORPORATE HEADQUARTERS					
	1/24/2011	205972	130.50		
				ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total		**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS			**913.50**		
DAVID TRUNG DUC NGUYEN, MD					
	1/31/2011	206105	75.00		
				REFUND-BUS LIC OVRPMT	75.00
	Vendor Total		**75.00**		
FYTD for DAVID TRUNG DUC NGUYEN, MD			**75.00**		
DEFINITIVE FINANCIAL SOLUTIONS, LLC					
	1/10/2011	205815	4,875.00		
				CONSULTING SERVICES	4,875.00
	Vendor Total		**4,875.00**		
FYTD for DEFINITIVE FINANCIAL SOLUTIONS, LLC			**4,875.00**		
DEL REY APPRAISAL SRVCS					
	1/24/2011	205973	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for DEL REY APPRAISAL SRVCS			**1,750.00**		
DELTA DENTAL					
	1/24/2011	205974	11,518.03		
				EMPLOYEE DENTAL INSURANCE	11,518.03
	Vendor Total		**11,518.03**		
FYTD for DELTA DENTAL			**79,369.50**		
DELTACARE USA					
	1/24/2011	205975	6,166.01		
				EMPLOYEE DENTAL INSURANCE	6,166.01
	Vendor Total		**6,166.01**		
FYTD for DELTACARE USA			**44,167.60**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DENNIS GRUBB & ASSOCIATES, LLC					
	1/10/2011	881878	455.00		
				PLAN REVIEW SVCS-FIRE PREV	455.00
	1/18/2011	881899	5,430.00		
				PLAN REVIEW SERVICES	2,300.00
				PLAN REVIEW SERVICES	3,130.00
	1/31/2011	881976	930.00		
				PLAN REVIEW SERVICES-FIRE PREV	930.00
	Vendor Total		**6,815.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**53,295.00**		
DEPARTMENT OF CONSERVATION					
	1/13/2011	205839	991.51		
				SMI FEES LESS 5% RETAINAGE	1,043.69
				SMI FEES LESS 5% RETAINAGE	-52.18
	Vendor Total		**991.51**		
FYTD for DEPARTMENT OF CONSERVATION			**2,409.37**		
DESIGN WORKS					
	1/18/2011	205862	58.50		
				YOUTH SPORTS UNIFORMS	58.50
	Vendor Total		**58.50**		
FYTD for DESIGN WORKS			**9,450.60**		
DLS LANDSCAPE, INC					
	1/24/2011	205976	12,390.00		
				LANDSCAPE MAINT-CFD #1	2,160.00
				LANDSCAPE MAINT-ZONE A	10,230.00
	Vendor Total		**12,390.00**		
FYTD for DLS LANDSCAPE, INC			**86,730.00**		
DORY, ALLEEN F.					
	1/3/2011	205757	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for DORY, ALLEEN F.			**1,397.06**		
DUNN, LAURA ISABEL GARCIA					
	1/18/2011	881900	152.00		
				INSTRUCTIONAL SERVICES	152.00
	Vendor Total		**152.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**380.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.G. BRENNAN & CO, LLC					
	1/10/2011	881879	203.91		
				FOLDING MACHINE PART-FASD	187.50
				FOLDING MACHINE PART-TAX	16.41
	Vendor Total		**203.91**		
FYTD for E.G. BRENNAN & CO, LLC			**203.91**		
E.R. BLOCK PLUMBING & HEATING, INC.					
	1/18/2011	205863	140.00		
				BACKFLOW TESTING IN ZONE D	140.00
	1/31/2011	206106	180.00		
				BACKFLOW TESTING-E3	80.00
				BACKFLOW TESTING-ZONE M	100.00
	Vendor Total		**320.00**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**13,897.06**		
E5, INC.					
	1/31/2011	206107	4,655.00		
				AB32 VERIFICATION SVCS-UTILITY	4,655.00
	Vendor Total		**4,655.00**		
FYTD for E5, INC.			**4,655.00**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
1/3/2011	205758	5,436.35		
			WATER CHARGES	207.74
			WATER CHARGES	1,565.50
			WATER CHARGES	556.49
			WATER CHARGES	41.27
			WATER CHARGES	2,413.99
			WATER CHARGES	275.56
			WATER CHARGES	112.33
			WATER CHARGES	137.47
			WATER CHARGES	63.00
			WATER CHARGES	63.00
1/10/2011	205816	9,216.64		
			WATER CHARGES	82.19
			WATER CHARGES	89.66
			WATER CHARGES	90.63
			WATER CHARGES	125.73
			WATER CHARGES	336.24
			WATER CHARGES	2,641.63
			WATER CHARGES	61.29
			WATER CHARGES	2,275.89
			WATER CHARGES	140.58
			WATER CHARGES	904.26
			WATER CHARGES	1,716.30
			WATER CHARGES	23.16
			WATER CHARGES	195.00
			WATER CHARGES	104.93
			WATER CHARGES	347.46
			WATER CHARGES	81.69
1/18/2011	205864	15,196.99		
			WATER CHARGES	807.88
			WATER CHARGES	194.25
			WATER CHARGES	699.83
			WATER CHARGES	735.43
			WATER CHARGES	36.00
			WATER CHARGES	600.12
			WATER CHARGES	1,037.62
			WATER CHARGES	90.61
			WATER CHARGES	2,911.27
			WATER CHARGES	291.12
			WATER CHARGES	1,365.36
			WATER CHARGES	406.29
			WATER CHARGES	964.12
			WATER CHARGES	1,311.40
			WATER CHARGES	870.38
			WATER CHARGES	708.34
			WATER CHARGES	30.92
			WATER CHARGES	538.98
			WATER CHARGES	424.93
			WATER CHARGES	268.17
			WATER CHARGES	106.19
			WATER CHARGES	202.60
			WATER CHARGES	123.32
			WATER CHARGES	4.03

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	356.23
			WATER CHARGES	111.60
1/24/2011	205977	6,438.78		
			WATER CHARGES	115.44
			WATER CHARGES	963.58
			WATER CHARGES	560.84
			WATER CHARGES	142.33
			WATER CHARGES	534.12
			WATER CHARGES	2,163.24
			WATER CHARGES	72.02
			WATER CHARGES	56.54
			WATER CHARGES	257.86
			WATER CHARGES	149.51
			WATER CHARGES	233.82
			WATER CHARGES	170.92
			WATER CHARGES	296.47
			WATER CHARGES	625.89
			WATER CHARGES	96.20
1/31/2011	206108	7,201.44		
			WATER CHARGES	269.28
			WATER CHARGES	111.87
			WATER CHARGES	253.18
			WATER CHARGES	53.43
			WATER CHARGES	161.75
			WATER CHARGES	218.23
			WATER CHARGES	1,098.92
			WATER CHARGES	227.43
			WATER CHARGES	89.91
			WATER CHARGES	2,402.13
			WATER CHARGES	636.83
			WATER CHARGES	986.29
			WATER CHARGES	15.56
			WATER CHARGES	90.23
			WATER CHARGES	20.97
			WATER CHARGES	229.05
			WATER CHARGES	42.64
			WATER CHARGES	149.74
			WATER CHARGES	72.00
			WATER CHARGES	72.00
Vendor Total		**43,490.20**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,020,288.47**		

EDGELANE MOBILE PARK

1/24/2011	881941	12.47		
			REFUND UTILITY USER TAXES	12.47
Vendor Total		**12.47**		
FYTD for EDGELANE MOBILE PARK		**75.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EGGERSTEN, ANNE					
	1/3/2011	205759	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE			**2,159.26**		
EL RANCHO MEXICAN RESTAURANT					
	1/31/2011	206109	71.00		
				REFUND-BUS LIC OVRPMT	71.00
	Vendor Total		**71.00**		
FYTD for EL RANCHO MEXICAN RESTAURANT			**71.00**		
EMPIRE ECONOMICS, INC.					
	1/24/2011	205978	18,250.00		
				MARKET ABSORPTION STUDY-CFD 4	18,250.00
	Vendor Total		**18,250.00**		
FYTD for EMPIRE ECONOMICS, INC.			**18,250.00**		
EMPLOYMENT DEVELOPMENT DEPARTMENT					
	1/4/2011	2781	500.00		
				DEP STATE INC TAX W/H 1/4/11	500.00
	Vendor Total		**500.00**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT			**656,332.61**		
ENCO UTILITY SERVICES MORENO VALLEY LLC					
	1/18/2011	881901	18,085.92		
				WORK AUTHORIZATION 40-203 EPC	5,750.00
				HIGHLAND FAIRVIEW - PM 35629	5,680.22
				WORK AUTHORIZATION # 40-239B	6,655.70
	1/31/2011	881977	19,744.18		
				12KV NEW REDLAND CKT WORK	7,444.99
				PROF SVCS-WASTE MGT FACILITY	5,019.90
				PROF SVCS-HIGHLAND FAIRVIEW	892.65
				PROF SVCS-HIGHLAND FAIRVIEW	6,337.85
				PROF SVCS-DIST SUBSTATION PLAN	48.79
	Vendor Total		**37,830.10**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC			**1,372,719.94**		
ESCROW ONE - MORENO VALLEY					
	1/24/2011	205979	20.02		
				REFUND-BUS.LIC OVERPYMT	20.02
	Vendor Total		**20.02**		
FYTD for ESCROW ONE - MORENO VALLEY			**20.02**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESPINOZA, JOE A					
	1/18/2011	205865	228.00		
				INSTRUCTIONAL SERVICES	228.00
	Vendor Total		**228.00**		
FYTD for ESPINOZA, JOE A			**1,216.00**		
EVANS ENGRAVING & AWARDS					
	1/18/2011	881902	13.05		
				2" X 9" WOODGRAIN NAME PLATE	13.05
	1/24/2011	881943	21.75		
				ENGRAVING SVCS-PARKS	21.75
	Vendor Total		**34.80**		
FYTD for EVANS ENGRAVING & AWARDS			**701.36**		
EXCEL LANDSCAPE, INC					
	1/18/2011	205866	9,328.43		
				LANDSCAPE MAINTENANCE	1,070.36
				LANDSCAPE MAINTENANCE	1,501.98
				LANDSCAPE MAINTENANCE	2,777.17
				LANDSCAPE MAINTENANCE	3,978.92
	1/24/2011	205980	3,461.07		
				LANDSCAPE MAINT-E14	3,461.07
	1/31/2011	206110	5,632.34		
				LANDSCAPE MAINT-E15	1,070.36
				LANDSCAPE MAINT-E8	1,501.98
				LANDSCAPE MAINT-E8	3,060.00
	Vendor Total		**18,421.84**		
FYTD for EXCEL LANDSCAPE, INC			**98,540.15**		
FAMILY FISH MARKET					
	1/24/2011	205981	74.07		
				REFUND-BUS.LIC OVERPYMT	74.07
	Vendor Total		**74.07**		
FYTD for FAMILY FISH MARKET			**74.07**		
FEEKEN, KARL					
	1/24/2011	205982	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for FEEKEN, KARL			**20.00**		
FEENSTRA, JOHN					
	1/3/2011	881821	361.25		
				RETIREE MED JAN '11	361.25
	Vendor Total		**361.25**		
FYTD for FEENSTRA, JOHN			**2,528.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FENCING BY ACREY, INC					
	1/24/2011	205983	31.50		
				REFUND-BUS.LIC OVERPYMT	31.50
	Vendor Total		**31.50**		
FYTD for FENCING BY ACREY, INC			**31.50**		
FIBER CARE BATHS, INC					
	1/24/2011	205984	30.34		
				REFUND-BUS.LIC OVERPYMT	30.34
	Vendor Total		**30.34**		
FYTD for FIBER CARE BATHS, INC			**30.34**		
FINESSE PERSONNEL ASSOCIATES					
	1/31/2011	881978	7,188.75		
				TEMP SVCS-A FEAL W/E 12/4-11	1,471.24
				TEMP SVCS-A FEAL W/E 12/4-11	958.76
				TEMP SVCS-A FEAL W/E 12/18	1,181.25
				TEMP SVCS-A FEAL W/E 12/25	1,215.00
				TEMP SVCS-A FEAL W/E 1/08	1,147.50
				TEMP SVCS-A FEAL W/E 1/15	1,215.00
	Vendor Total		**7,188.75**		
FYTD for FINESSE PERSONNEL ASSOCIATES			**39,073.54**		
FIRST CHOICE SERVICES					
	1/24/2011	881944	503.31		
				COFFEE SVCS-EMP PAID	28.38
				COFFEE SVCS-EMP PAID	66.72
				COFFEE SVCS-EMP PAID	140.06
				COFFEE SVCS-EMP PAID	48.38
				COFFEE SVCS-EMP PAID	115.02
				COFFEE SVCS-EMP PAID	81.98
				COFFEE SVCS-EMP PAID	22.77
	Vendor Total		**503.31**		
FYTD for FIRST CHOICE SERVICES			**4,418.08**		
FITNESS 19 CA 155 11C					
	1/31/2011	206111	269.00		
				GYM MEMBERSHIP DEDUCTIONS	269.00
	Vendor Total		**269.00**		
FYTD for FITNESS 19 CA 155 11C			**1,799.00**		
FLICKINGER, BONNIE					
	1/24/2011	205985	109.53		
				REFUND-CANDIDATE STMNT	109.53
	Vendor Total		**109.53**		
FYTD for FLICKINGER, BONNIE			**330.83**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FLORES, YVETTE					
	1/24/2011	205986	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for FLORES, YVETTE			**75.00**		
FOLEY & LARDNER					
	1/18/2011	205867	1,844.40		
				LEGAL SERVICES	1,473.60
				LEGAL SERVICES	370.80
	Vendor Total		**1,844.40**		
FYTD for FOLEY & LARDNER			**8,951.15**		
FOSTER, NANCY A.					
	1/3/2011	881822	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for FOSTER, NANCY A.			**2,212.27**		
FRANKLIN, L. C.					
	1/31/2011	206112	136.50		
				MILEAGE REIMBURSEMENT	136.50
	Vendor Total		**136.50**		
FYTD for FRANKLIN, L. C.			**879.00**		
FRAZEE INDUSTRIES, INC					
	1/10/2011	205817	4,317.60		
				TRAFFIC PAINT	4,317.60
	Vendor Total		**4,317.60**		
FYTD for FRAZEE INDUSTRIES, INC			**111,317.60**		
FROST, JOAN CHENG					
	1/18/2011	205868	152.00		
				INSTRUCTIONAL SERVICES	152.00
	Vendor Total		**152.00**		
FYTD for FROST, JOAN CHENG			**912.00**		
FUEL AND FLAME MINISTRY					
	1/31/2011	206113	750.00		
				REFUND-RNTL DEP 12/26	750.00
	Vendor Total		**750.00**		
FYTD for FUEL AND FLAME MINISTRY			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FULL THROTTLE MUFFLER					
	1/24/2011	205987	20.69		
				REFUND-BUS.LIC OVERPYMT	20.69
	Vendor Total		**20.69**		
FYTD for FULL THROTTLE MUFFLER			**20.69**		
G/M BUSINESS INTERIORS, INC.					
	1/18/2011	205869	4,718.61		
				MOVING OF OFFICE STATIONS	4,718.61
	1/31/2011	206114	732.92		
				KEYBOARD TRAYS FOR NEW EOC	732.92
	Vendor Total		**5,451.53**		
FYTD for G/M BUSINESS INTERIORS, INC.			**6,210.02**		
GAINES, MICHAEL					
	1/10/2011	205818	19.00		
				REFUND-VALLEY KIDS CAMP	19.00
	Vendor Total		**19.00**		
FYTD for GAINES, MICHAEL			**19.00**		
GALLS INC., INLAND UNIFORM					
	1/24/2011	205988	137.96		
				UNIFORM-PD	65.69
				UNIFORM-PD	72.27
	1/31/2011	206115	142.10		
				UNIFORM-PD	142.10
	Vendor Total		**280.06**		
FYTD for GALLS INC., INLAND UNIFORM			**4,145.17**		
GARCIA, CYNTHIA					
	1/10/2011	205819	64.00		
				REFUND-SHELTER FEE	64.00
	Vendor Total		**64.00**		
FYTD for GARCIA, CYNTHIA			**64.00**		
GARCIA, EDER					
	1/24/2011	205989	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for GARCIA, EDER			**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GASTON, RICHARD					
	1/3/2011	881823	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**2,231.11**		
GENERAL SECURITY SERVICES, INC.					
	1/10/2011	881880	429.52		
				SECURITY SVCS-SENIOR CTR	214.76
				SECURITY SVCS-CONF & REC CTR	214.76
	1/18/2011	881903	460.20		
				SECURITY SVCS-SENIOR CTR	92.04
				SECURITY SVCS 12/12-SENIOR CTR	61.36
				SECURITY SVCS-CONF & REC CTR	306.80
	1/24/2011	881945	490.88		
				SECURITY SVCS-UTILITY	61.36
				SECURITY SVCS-CONF & REC CTR	92.04
				SECURITY SVCS-TOWNGATE	122.72
				SECURITY SVCS-TOWNGATE	138.06
				SECURITY SVCS-TOWNGATE	76.70
	1/31/2011	881979	6,201.22		
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	456.37
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	291.46
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-UTILITY	214.76
				SECURITY SVCS-CONF & REC CTR	260.78
				SECURITY SVCS-CONF & REC CTR	76.70
				SECURITY SVCS-CONF & REC CTR	122.72
				SECURITY SVCS-SENIOR CTR	61.36
				SECURITY SVCS-TOWNGATE	237.77
	Vendor Total		**7,581.82**		
FYTD for GENERAL SECURITY SERVICES, INC.			**30,455.68**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
1/3/2011	881824	1,423.77		
			LEGAL SVCS	1,423.77
1/18/2011	881904	19,023.70		
			LEGAL SVCS	534.59
			LEGAL SVCS	18,489.11
	Vendor Total	**20,447.47**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**102,766.53**		
GLOBAL SOFTWARE, INC				
1/18/2011	881905	10,000.00		
			SPREADSHEET SERVER	2,500.00
			SPREADSHEET SERVER	7,500.00
1/24/2011	881946	2,500.00		
			SPREADSHEET SERVER-PW ST MAINT	2,500.00
	Vendor Total	**12,500.00**		
FYTD for GLOBAL SOFTWARE, INC		**19,820.00**		
GONG ENTERPRISES, INC.				
1/3/2011	205760	456.00		
			PLAN CHECK SVCS-PM36262	456.00
	Vendor Total	**456.00**		
FYTD for GONG ENTERPRISES, INC.		**22,597.40**		
GONZALES, DOMILENA R.				
1/3/2011	881825	440.52		
			NOV-DEC '10, PAID JAN '11	440.52
	Vendor Total	**440.52**		
FYTD for GONZALES, DOMILENA R.		**1,762.08**		
GONZALES, LORENZ R.				
1/18/2011	205870	119.50		
			MILEAGE REIMBURSEMENT	82.00
			MILEAGE REIMBURSEMENT	16.50
			MILEAGE REIMBURSEMENT	21.00
	Vendor Total	**119.50**		
FYTD for GONZALES, LORENZ R.		**177.00**		
GONZALEZ, SYLVIA				
1/31/2011	206116	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for GONZALEZ, SYLVIA		**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GORM INC.					
	1/18/2011	205871	3,350.30		
				JANITORIAL SUPPLIES-PARKS	2,401.00
				JANITORIAL SUPPLIES-CFD#1	949.30
	1/24/2011	205990	880.77		
				JANITORIAL SUPPLIES	880.77
	Vendor Total		**4,231.07**		
FYTD for GORM INC.			**6,452.31**		
GOSCH TOWING & RECOVERY					
	1/31/2011	206117	800.00		
				TOWING SVCS-PD	800.00
	Vendor Total		**800.00**		
FYTD for GOSCH TOWING & RECOVERY			**800.00**		
GOYA FOODS OF CALIFORNIA					
	1/24/2011	205991	49.74		
				REFUND-BUS.LIC OVERPYMT	49.74
	Vendor Total		**49.74**		
FYTD for GOYA FOODS OF CALIFORNIA			**49.74**		
GOZDECKI, DAN					
	1/10/2011	881881	432.00		
				INSTRUCTOR SVCS-KUNG FU	216.00
				INSTRUCTOR SVCS-KUNG FU	216.00
	1/31/2011	881980	594.00		
				INSTRUCTOR SVCS-KUNG FU	243.00
				INSTRUCTOR SVCS-KUNG FU	351.00
	Vendor Total		**1,026.00**		
FYTD for GOZDECKI, DAN			**5,184.00**		
GRAFFITI TRACKER, INC.					
	1/18/2011	881906	9,000.00		
				GRAFFITI ANALYSIS/SERVICES	9,000.00
	Vendor Total		**9,000.00**		
FYTD for GRAFFITI TRACKER, INC.			**31,815.00**		
GRANICUS, INC.					
	1/24/2011	205992	2,000.00		
				VIDEO STREAMING SVCS	1,000.00
				VIDEO STREAMING SVCS	1,000.00
	Vendor Total		**2,000.00**		
FYTD for GRANICUS, INC.			**7,000.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GREENSTONE MATERIALS					
	1/10/2011	205820	748.00		
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	50.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
	Vendor Total		**748.00**		
FYTD for GREENSTONE MATERIALS			**748.00**		
GREINES, MARTIN, STEIN & RICHLAND, LLP					
	1/31/2011	881981	940.68		
				LEGAL SERVICES	940.68
	Vendor Total		**940.68**		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP			**14,556.14**		
GRIFFIN, MARLENE C					
	1/3/2011	881826	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GRIFFIN, MARLENE C			**2,152.33**		
GROUP DELTA CONSULTANTS, INC					
	1/18/2011	881907	2,143.50		
				DAY ST IMPRVMNTS PROJ SVCS	2,143.50
	1/24/2011	206072	1,325.00		
				ALESSANDRO/INDIAN SIDEWLK PROJ	1,325.00
	Vendor Total		**3,468.50**		
FYTD for GROUP DELTA CONSULTANTS, INC			**12,105.50**		
GUILLAN, REBECCA S.					
	1/3/2011	881827	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUILLAN, REBECCA S.			**2,064.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUILLIS, LINDA B.					
	1/3/2011	205761	0.00		
				RETIREE MED JAN '11	318.73
				VOIDED CHECK #205761 ON1/31/11	-318.73
	Vendor Total		**0.00**		
FYTD for GUILLIS, LINDA B.			**1,912.38**		
GUTIERREZ, ROBERT					
	1/3/2011	881828	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**2,231.11**		
GUZMAN'S CART SERVICE					
	1/10/2011	881882	4,049.00		
				CART RTRVL SVCS-CODE	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**28,343.00**		
H P COMMUNICATIONS, INC					
	1/24/2011	205993	25.00		
				REFUND-BUS.LIC OVERPYMT	25.00
	Vendor Total		**25.00**		
FYTD for H P COMMUNICATIONS, INC			**25.00**		
HAISTY, XIU HUA					
	1/31/2011	881982	30.00		
				INSTRUCTOR SVCS-TAI CHI	30.00
	Vendor Total		**30.00**		
FYTD for HAISTY, XIU HUA			**240.00**		
HAMLIN, WILLIAM R.					
	1/3/2011	881829	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**2,212.27**		
HAND, FRED					
	1/3/2011	205762	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for HAND, FRED			**75.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HANES, MARTIN D.					
	1/3/2011	881830	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**2,231.11**		
HARDING, JOHN S.					
	1/3/2011	205763	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**2,231.11**		
HARRIS & ASSOCIATES, INC					
	1/24/2011	205994	67.13		
				REFUND-BUS.LIC OVERPYMT	67.13
	Vendor Total		**67.13**		
FYTD for HARRIS & ASSOCIATES, INC			**67.13**		
HARTMANN, RICK					
	1/3/2011	205764	318.73		
				RETIREE MED JAN '11	318.73
	1/10/2011	205821	3,709.12		
				CONSULTING SVCS-RTS PRGM	18.79
				CONSULTING SVCS-RTS PRGM	3,690.33
	Vendor Total		**4,027.85**		
FYTD for HARTMANN, RICK			**20,921.44**		
HATFIELD, CHARLES					
	1/3/2011	881831	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**2,231.11**		
HAUSER, ADRIANA					
	1/18/2011	205872	494.00		
				INSTRUCTION SVCS-13 DAYS	494.00
	Vendor Total		**494.00**		
FYTD for HAUSER, ADRIANA			**2,546.00**		
HEFFLEY, ROSS W.					
	1/3/2011	881832	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HENDERSON, GINA					
	1/18/2011	205873	110.00		
				TUITION REIMBURSEMENT	110.00
	Vendor Total		**110.00**		
FYTD for HENDERSON, GINA			**110.00**		
HERNANDEZ, ART & DOLORES					
	1/24/2011	205995	180.00		
				REFUND-BUS.LIC OVERPYMT	180.00
	Vendor Total		**180.00**		
FYTD for HERNANDEZ, ART & DOLORES			**180.00**		
HERRICK, ROBERT D.					
	1/3/2011	205765	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**2,231.11**		
HEYMING & JOHNSON, INC					
	1/24/2011	205996	22.63		
				REFUND-BUS.LIC OVERPYMT	22.63
	Vendor Total		**22.63**		
FYTD for HEYMING & JOHNSON, INC			**22.63**		
HIGGS, DEBRA					
	1/24/2011	205997	108.00		
				INSTRUCTOR SVCS-OIL PAINTING	72.00
				INSTRUCTOR SVCS-OIL PAINTING	36.00
	Vendor Total		**108.00**		
FYTD for HIGGS, DEBRA			**468.00**		
HINKELS & MCCOY					
	1/3/2011	205766	60.42		
				REFUND-BUS LIC OVRPMT	60.42
	Vendor Total		**60.42**		
FYTD for HINKELS & MCCOY			**60.42**		
HO, KEVIN CHINH					
	1/18/2011	205874	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for HO, KEVIN CHINH			**304.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOGARD, JOHN T.					
	1/10/2011	881883	116.50		
				MILEAGE REIMBURSEMENT	116.50
	Vendor Total		**116.50**		
FYTD for HOGARD, JOHN T.			**1,083.50**		
HORN, ALVIN					
	1/24/2011	205998	186.56		
				REFUND-CANDIDATE STMNT	186.56
	Vendor Total		**186.56**		
FYTD for HORN, ALVIN			**186.56**		
HOUSE OF BEAUTY					
	1/31/2011	206119	147.15		
				REFUND-BUS LIC OVRPMT	35.50
				REFUND-BUS LIC OVRPMT	61.00
				REFUND-BUS LIC OVRPMT	50.65
	Vendor Total		**147.15**		
FYTD for HOUSE OF BEAUTY			**147.15**		
HOUSER, EDITH E.					
	1/3/2011	205767	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**2,231.11**		
HYDRO-SCAPE PRODUCTS, INC					
	1/24/2011	206000	61.88		
				REFUND-BUS.LIC OVERPYMT	61.88
	Vendor Total		**61.88**		
FYTD for HYDRO-SCAPE PRODUCTS, INC			**61.88**		
ICC FOOTHILL CHAPTER					
	1/31/2011	206120	150.00		
				1/25/11 CA RESID. CODE SEMINAR	75.00
				1/25/11 CA RESID. CODE SEMINAR	75.00
	Vendor Total		**150.00**		
FYTD for ICC FOOTHILL CHAPTER			**150.00**		
ICMA RETIREMENT CORP 457					
	1/14/2011	2786	12,798.58		
				DEF COMP-457 1/14/11	12,798.58
	1/28/2011	2794	16,923.58		
				DEF COMP-457 1/28/11	16,923.58
	Vendor Total		**29,722.16**		
FYTD for ICMA RETIREMENT CORP 457			**142,541.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IL SORRENTO MOBILE HOME PARK					
	1/3/2011	205768	51.00		
				REFUND-BUS LIC OVRPMT	51.00
	Vendor Total		**51.00**		
FYTD for IL SORRENTO MOBILE HOME PARK			**51.00**		
ILGIA					
	1/24/2011	206001	100.00		
				2011 I.E. GANG WRKSHOP 5/19-20	100.00
	Vendor Total		**100.00**		
FYTD for ILGIA			**100.00**		
ING USA ANNUITY & LIFE INSURANCE CO.					
	1/18/2011	205875	475.00		
				NON-EXEMPT ANNUITY	475.00
	Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**3,325.00**		
INLAND CONTRACTORS, INC.					
	1/24/2011	881948	2,851.47		
				ABATEMENT SVCS-24326 VIA VARGA	2,851.47
	Vendor Total		**2,851.47**		
FYTD for INLAND CONTRACTORS, INC.			**20,211.63**		
INLAND EMPIRE PROPERTY SERVICE, INC					
	1/3/2011	881833	310.00		
				WEED ABATEMENT SVC-CFD #1	310.00
	Vendor Total		**310.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC			**53,446.12**		
INSIDE PLANTS, INC.					
	1/18/2011	881910	316.00		
				PLANT MAINT-CRC	316.00
	Vendor Total		**316.00**		
FYTD for INSIDE PLANTS, INC.			**2,212.00**		
INTERNAL REVENUE SERVICE					
	1/4/2011	2780	2,000.00		
				DEP FED TAX W/H 1/4/11	2,000.00
	Vendor Total		**2,000.00**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IRIS COMPANY					
	1/18/2011	205876	269.20		
				REFUND-CLOSED-CHG.ZONE	51.85
				REFUND-CLOSED-GEN.PLAN AMEND.	217.35
	Vendor Total		**269.20**		
FYTD for IRIS COMPANY			**269.20**		
J D H CONTRACTING					
	1/24/2011	206003	72.61		
				REFUND-BUS.LIC OVERPYMT	72.61
	Vendor Total		**72.61**		
FYTD for J D H CONTRACTING			**72.61**		
JACINTO, ALEJANDRA					
	1/31/2011	206121	45.00		
				REFUND-LOST BOOK FEE	45.00
	Vendor Total		**45.00**		
FYTD for JACINTO, ALEJANDRA			**45.00**		
JANNEY & JANNEY ATTORNEY SVCS, INC.					
	1/18/2011	205877	75.00		
				COURIER SERVICES	75.00
	1/31/2011	206122	35.00		
				COURIER DELIVERY SVCS	35.00
	Vendor Total		**110.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.			**1,133.65**		
JASON'S DELI					
	1/24/2011	206002	768.53		
				REFUND-BUS.LIC OVERPYMT	768.53
	Vendor Total		**768.53**		
FYTD for JASON'S DELI			**768.53**		
JDEDGE SOFTWARE, LLC					
	1/18/2011	881911	3,175.00		
				CONSULTANT SERVICES	3,175.00
	1/24/2011	881949	2,465.00		
				CONSULTING SERVICES	2,465.00
	Vendor Total		**5,640.00**		
FYTD for JDEDGE SOFTWARE, LLC			**17,827.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JEFF CARPENTER, INC					
	1/24/2011	206004	50.00		
				REFUND-BUS.LIC OVERPYMT	50.00
	Vendor Total		**50.00**		
FYTD for JEFF CARPENTER, INC			**50.00**		
JOE A. GONSALVES & SON					
	1/3/2011	881834	6,300.00		
				REPRESENTATION SVCS	3,150.00
				REPRESENTATION SVCS	3,150.00
	Vendor Total		**6,300.00**		
FYTD for JOE A. GONSALVES & SON			**22,050.00**		
JONES, SANDRA					
	1/24/2011	206005	45.00		
				REFUND-CLASS REGIST	45.00
	Vendor Total		**45.00**		
FYTD for JONES, SANDRA			**45.00**		
JONES, SUSAN					
	1/3/2011	881835	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for JONES, SUSAN			**2,231.11**		
JTB SUPPLY CO., INC.					
	1/10/2011	205822	178.36		
				TRAFFIC SIGNAL MAINT.SUPPLIES	54.38
				TRAFFIC SIGNAL MAINT.SUPPLIES	123.98
	1/18/2011	205878	1,658.44		
				TRAFFIC SIGNAL MAINT.SUPPLIES	1,658.44
	Vendor Total		**1,836.80**		
FYTD for JTB SUPPLY CO., INC.			**8,655.43**		
K A R CONSTRUCTION					
	1/3/2011	205769	42.00		
				REFUND-BUS LIC OVRPMT	42.00
	Vendor Total		**42.00**		
FYTD for K A R CONSTRUCTION			**42.00**		
K D'S DONUTS					
	1/31/2011	206123	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for K D'S DONUTS			**25.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KAN, ALICE					
	1/24/2011	206006	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for KAN, ALICE			**20.00**		
KING, PATRICIA A.					
	1/3/2011	205770	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KING, PATRICIA A.			**2,231.11**		
KOA CORPORATION					
	1/10/2011	205823	6,345.87		
				RECHE VISTA DR REALIGNMNT PROJ	6,345.87
	Vendor Total		**6,345.87**		
FYTD for KOA CORPORATION			**71,909.89**		
KOLB, CHARLES E.					
	1/3/2011	881836	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**2,231.11**		
KOLLAR, KYLE					
	1/3/2011	881837	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**2,231.11**		
KYLE, GARY M.					
	1/3/2011	881838	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**2,231.11**		
LAFATA, JOSEPHINE					
	1/3/2011	881839	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LANCE, SOLL & LUNGHARD, LLP					
	1/24/2011	206007	50.00		
				GASB UPDATE 2/2/11	25.00
				GASB UPDATE 2/2/11	25.00
	Vendor Total		**50.00**		
FYTD for LANCE, SOLL & LUNGHARD, LLP			**50.00**		
LANE GUIDE LENDORS ON LINE, INC.					
	1/24/2011	206008	109.00		
				ONLINE SUBSCRIPTION SVC-CODE	109.00
	Vendor Total		**109.00**		
FYTD for LANE GUIDE LENDORS ON LINE, INC.			**109.00**		
LANG, TRACEY					
	1/18/2011	205879	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for LANG, TRACEY			**304.00**		
LARA, JOSEPH R.					
	1/18/2011	205880	41.50		
				MILEAGE-ELECTR SAFETY SEMINAR	41.50
	Vendor Total		**41.50**		
FYTD for LARA, JOSEPH R.			**41.50**		
LAVEY, JEFFREY					
	1/24/2011	206009	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for LAVEY, JEFFREY			**20.00**		
LAWYERS TITLE INC					
	1/27/2011	110108	11,301.00		
				ACQ & ESCROW-APN 488-090-007	1,301.00
				ACQ & ESCROW-APN 488-090-007	10,000.00
	1/27/2011	110109	7,601.00		
				ACQ & ESCROW-APN 488-090-008	1,701.00
				ACQ & ESCROW-APN 488-090-008	5,900.00
	Vendor Total		**18,902.00**		
FYTD for LAWYERS TITLE INC			**129,256.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAZARUS, MARGERY A.					
	1/3/2011	205771	115.50		
				MILEAGE REIMBURSEMENT	74.00
				MILEAGE REIMBURSEMENT	41.50
	Vendor Total		**115.50**		
FYTD for LAZARUS, MARGERY A.			**115.50**		
LEE, DAVID					
	1/24/2011	206010	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for LEE, DAVID			**100.00**		
LEE, RENITA					
	1/10/2011	205824	47.00		
				REFUND-TAE KWON DO CLASS	47.00
	Vendor Total		**47.00**		
FYTD for LEE, RENITA			**47.00**		
LEISURE ENTERPRISES					
	1/31/2011	206124	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for LEISURE ENTERPRISES			**9,816.25**		
LEONE, STEVEN					
	1/18/2011	205881	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for LEONE, STEVEN			**590.00**		
LEWIS, CAROLYN S.					
	1/3/2011	881840	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LEWIS, CAROLYN S.			**2,212.27**		
LEXISNEXIS					
	1/24/2011	881950	1,480.00		
				ONLINE LEGAL SVCS-CITY ATTRNY	740.00
				ONLINE LEGAL SVCS-CITY CLERKS	370.00
				ONLINE LEGAL SVCS-CDD	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**11,840.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LOGAN, CHARLES					
	1/3/2011	881841	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**2,231.11**		
LOR GEOTECHNICAL GROUP, INC.					
	1/31/2011	881984	1,760.00		
				KITCHING ST IMPRVMNT PROJ	1,760.00
	Vendor Total		**1,760.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**45,239.00**		
LOVE, MARISSA					
	1/3/2011	205772	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LOVE, MARISSA			**50.00**		
LOZANO, MONICA					
	1/24/2011	206011	28.00		
				REFUND-CLASS REGIST	28.00
	Vendor Total		**28.00**		
FYTD for LOZANO, MONICA			**28.00**		
LUMLEY, ROBERT C.					
	1/3/2011	881842	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**2,231.11**		
M V P R V, INC					
	1/24/2011	206012	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for M V P R V, INC			**75.00**		
M.G.S. - MORENO GENERAL SERVICES					
	1/10/2011	205825	130.00		
				RE-KEY LOCKS @ ERC	130.00
	Vendor Total		**130.00**		
FYTD for M.G.S. - MORENO GENERAL SERVICES			**130.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MACIAS JR., ANTHONY					
	1/24/2011	206013	133.50		
				TUITION REIMBURSEMENT	133.50
	Vendor Total		**133.50**		
FYTD for MACIAS JR., ANTHONY			**228.50**		
MARCH JOINT POWERS AUTHORITY					
	1/24/2011	206014	10.10		
				GAS CHARGES-MF COMM.CTR	8.25
				GAS CHARGES-MF COMM.CTR	1.85
	Vendor Total		**10.10**		
FYTD for MARCH JOINT POWERS AUTHORITY			**43.73**		
MARINA LANDSCAPE, INC					
	1/18/2011	205882	9,186.24		
				LANDSCAPE MAINT-ZONE DSG-2S	4,994.91
				LANDSCAPE MAINT-ZONE DSG-2N	4,191.33
	Vendor Total		**9,186.24**		
FYTD for MARINA LANDSCAPE, INC			**48,784.80**		
MASCARO, CRYSTAL					
	1/24/2011	206015	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MASCARO, CRYSTAL			**20.00**		
MASCO SERVICES OF CALIFORNIA, INC.					
	1/24/2011	206016	71.63		
				REFUND-BUS.LIC OVERPYMT	71.63
	Vendor Total		**71.63**		
FYTD for MASCO SERVICES OF CALIFORNIA, INC.			**71.63**		
MATHIS, NOLAN					
	1/3/2011	881843	296.00		
				NOV '10, PAID JAN '11	296.00
	Vendor Total		**296.00**		
FYTD for MATHIS, NOLAN			**2,072.00**		
MAXINOSKI, SUE A.					
	1/3/2011	881844	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MC KENNEY, LARISSA					
	1/24/2011	206017	46.00		
				REFUND-ANML SVC FEES	46.00
	Vendor Total		**46.00**		
FYTD for MC KENNEY, LARISSA			**46.00**		
MCCARTHY & BERLIN, LLP					
	1/10/2011	881884	703.00		
				LEGAL SVCS	703.00
	Vendor Total		**703.00**		
FYTD for MCCARTHY & BERLIN, LLP			**3,005.15**		
McDONALD, CHRIS					
	1/18/2011	205883	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for McDONALD, CHRIS			**1,254.00**		
MEEKS, DANIEL					
	1/10/2011	881885	220.00		
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	40.00
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**220.00**		
FYTD for MEEKS, DANIEL			**1,100.00**		
MENGISTU, YESHIALEM					
	1/31/2011	206125	81.00		
				MILEAGE REIMBURSEMENT	81.00
	Vendor Total		**81.00**		
FYTD for MENGISTU, YESHIALEM			**557.00**		
MESSIN, LOUIS					
	1/3/2011	881845	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**2,231.11**		
METRO USED CARS					
	1/31/2011	206126	101.84		
				REFUND-BUS LIC OVRPMT	101.84
	Vendor Total		**101.84**		
FYTD for METRO USED CARS			**101.84**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEYER & ASSOCIATES					
	1/31/2011	206127	3,865.00		
				BETHUNE WATER FEATURE ANALYSIS	3,865.00
	Vendor Total		**3,865.00**		
FYTD for MEYER & ASSOCIATES			**3,865.00**		
MILES, ROBERT					
	1/3/2011	881846	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**1,397.06**		
MINARD, MARK E.					
	1/3/2011	881847	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**2,167.75**		
MOLLICA, MIKE					
	1/3/2011	881848	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**2,809.94**		
MONTERO, FELICIA					
	1/24/2011	206018	42.00		
				REFUND-CLASS REGIST	42.00
	Vendor Total		**42.00**		
FYTD for MONTERO, FELICIA			**42.00**		
MOORHEAD, LINDA					
	1/24/2011	206019	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for MOORHEAD, LINDA			**75.00**		
MORA, PATRICIA A.					
	1/3/2011	881849	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORAES, RENATO					
	1/31/2011	206128	36.00		
				REFUND-DROPPED CLASS	36.00
	Vendor Total		**36.00**		
FYTD for MORAES, RENATO			**36.00**		
MORENO MINI MALL					
	1/24/2011	206020	48.30		
				REFUND-BUS.LIC OVERPYMT	48.30
	Vendor Total		**48.30**		
FYTD for MORENO MINI MALL			**48.30**		
MORENO VALLEY CAR WASH					
	1/18/2011	205884	67.50		
				REFUND-BUS.LIC OVERPYMT	67.50
	Vendor Total		**67.50**		
FYTD for MORENO VALLEY CAR WASH			**97.50**		
MORENO VALLEY CHAMBER OF COMMERCE					
	1/3/2011	205773	6,000.00		
				BUSINESS SERVICES	6,000.00
	1/10/2011	205826	60.00		
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
	1/18/2011	205885	150.00		
				ANNL INSTALLATION/AWARDS EVENT	75.00
				ANNL INSTALLATION/AWARDS EVENT	75.00
	Vendor Total		**6,210.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**21,610.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.					
	1/3/2011	2776	1,567.50		
				MVCEA DUES 01/03/11	1,567.50
	1/14/2011	2785	1,567.50		
				MVCEA DUES 1/14/11	1,567.50
	1/28/2011	2793	1,573.00		
				MVCEA DUES 1/28/11	1,573.00
	Vendor Total		**4,708.00**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**25,084.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY GATEWAY, LLC					
	1/18/2011	881912	17,142.59		
				LEASE-FACILITIES ANNEX	2,458.97
				LEASE-TECH.SVCS ANNEX	5,475.90
				LEASE-SPEC.DIST.ANNEX	9,207.72
	Vendor Total		**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC			**119,998.13**		
MORENO VALLEY UNIFIED SCHOOL DISTRICT					
	1/24/2011	206021	120.00		
				ASES TRANSPORTATION	120.00
	1/24/2011	206022	315.00		
				ASES TRANSPORTATION	315.00
	Vendor Total		**435.00**		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT			**26,509.95**		
MORENO VALLEY UTILITY					
	1/31/2011	206129	89.14		
				ELECTRICITY-UT FLD OFFICE	89.14
	Vendor Total		**89.14**		
FYTD for MORENO VALLEY UTILITY			**526,697.08**		
MORENO, ALBERT					
	1/18/2011	205886	750.00		
				REFUND-12/26 EVENT DEPOSIT	750.00
	Vendor Total		**750.00**		
FYTD for MORENO, ALBERT			**750.00**		
MORENO, MANUAL					
	1/24/2011	206023	77.00		
				REFUND-CLASS REGIST	77.00
	Vendor Total		**77.00**		
FYTD for MORENO, MANUAL			**77.00**		
MORGAN, LISA A.					
	1/3/2011	881850	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MORGAN, LISA A.			**2,231.11**		
MORKUS, JURIS MORKUS					
	1/24/2011	206024	16.46		
				REFUND-BUS.LIC OVERPYMT	16.46
	Vendor Total		**16.46**		
FYTD for MORKUS, JURIS MORKUS			**16.46**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORLEY, JOSHUA					
	1/31/2011	206130	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	20.00
				REFUND-SPAY/NEUTER DEPOSIT	55.00
	Vendor Total		**75.00**		
FYTD for MORLEY, JOSHUA			**75.00**		
MSA SYSTEMS, INC.					
	1/10/2011	881886	999.55		
				RECEIPT LABELS	864.00
				RECEIPT LABELS	59.95
				RECEIPT LABELS	75.60
	Vendor Total		**999.55**		
FYTD for MSA SYSTEMS, INC.			**999.55**		
MUSICK, PEELER & GARRETT, LLP					
	1/24/2011	206025	4,280.00		
				LEGAL SVCS	2,600.00
				LEGAL SVCS	1,680.00
	Vendor Total		**4,280.00**		
FYTD for MUSICK, PEELER & GARRETT, LLP			**18,659.34**		
MUZAK, LLC					
	1/24/2011	206026	60.52		
				REFUND-BUS.LIC OVERPYMT	60.52
	Vendor Total		**60.52**		
FYTD for MUZAK, LLC			**60.52**		
NATIONWIDE RETIREMENT SOLUTIONS					
	1/3/2011	2774	8,323.82		
				PST DEF COMP FOR FICA 01/03/11	8,323.82
	1/3/2011	2775	2,234.13		
				DEF COMP-457 & 401(A) 01/03/11	2,234.13
	1/14/2011	2783	1,461.66		
				PST DEF COMP FOR FICA 1/14/11	1,461.66
	1/14/2011	2784	23,722.40		
				DEF COMP-457 & 401(A) 1/14/11	23,722.40
	1/28/2011	2791	9,761.96		
				PST DEF COMP FOR FICA 1/28/11	9,761.96
	1/28/2011	2792	23,712.80		
				DEF COMP-457 & 401(A) 1/28/11	23,712.80
	Vendor Total		**69,216.77**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**479,026.81**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVARRETTE, RALPH					
	1/3/2011	881851	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH			**2,231.11**		
NELSON, ROBERT					
	1/3/2011	881852	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for NELSON, ROBERT			**2,159.26**		
NELSON, RUTH L.					
	1/3/2011	881853	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**2,231.11**		
NELSON, TIMOTHY IVAN					
	1/18/2011	205887	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for NELSON, TIMOTHY IVAN			**1,520.00**		
NEUSTAEDTER, CRAIG S					
	1/3/2011	205774	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**2,231.11**		
NEW HORIZON MOBILE HOME PARK					
	1/24/2011	881952	9.99		
				REFUND-UT USER TAXES	9.99
	Vendor Total		**9.99**		
FYTD for NEW HORIZON MOBILE HOME PARK			**26.42**		
NGUYEN, QUANG					
	1/24/2011	881953	59.50		
				MILEAGE REIMBURSEMENT	20.00
				MILEAGE REIMBURSEMENT	24.00
				MILEAGE REIMBURSEMENT	15.50
	Vendor Total		**59.50**		
FYTD for NGUYEN, QUANG			**348.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.					
	1/3/2011	205775	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**2,809.94**		
NINYO & MOORE GEOTECHNICAL					
	1/18/2011	205888	4,000.75		
				IRONWOOD AVE/INDIAN BASIN PROJ	4,000.75
	1/24/2011	206027	11,992.00		
				IRONWOOD AVE/INDIAN BASIN PROJ	11,992.00
	Vendor Total		**15,992.75**		
FYTD for NINYO & MOORE GEOTECHNICAL			**29,369.75**		
NOBLES, GARRETT					
	1/18/2011	205889	114.00		
				MILEAGE REIMBURSEMENT	60.00
				MILEAGE REIMBURSEMENT	54.00
	Vendor Total		**114.00**		
FYTD for NOBLES, GARRETT			**321.50**		
OPTIMUM INCORPORATED					
	1/3/2011	205776	54.96		
				REFUND-BUS LIC OVERPYMT	54.96
	Vendor Total		**54.96**		
FYTD for OPTIMUM INCORPORATED			**54.96**		
ORACLE AMERICA					
	1/3/2011	205777	21,621.69		
				SOFTWARE LIC UPDATE & SUPPORT	21,621.69
	Vendor Total		**21,621.69**		
FYTD for ORACLE AMERICA			**21,621.69**		
ORROCK, POPKA, FORTINO & BRISLIN					
	1/24/2011	881954	384.00		
				LEGAL SVCS	384.00
	Vendor Total		**384.00**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN			**10,817.53**		
ORTEGA, ALICIA					
	1/18/2011	205890	100.00		
				REFUND-CITATION	100.00
	Vendor Total		**100.00**		
FYTD for ORTEGA, ALICIA			**100.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.				
1/18/2011	881913	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
Vendor Total		**6,720.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**95,225.25**		
PACIFIC GREEN HORTICULTURAL SVC				
1/31/2011	206131	989.00		
			TURF FERTILIZATION-ZONE E	302.97
			TURF FERTILIZATION-ZONE E	550.15
			TURF FERTILIZATION-ZONE E	112.61
			TURF FERTILIZATION-ZONE E	23.27
Vendor Total		**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**4,559.83**		
PACIFIC M H CONSTRUCTION, INC				
1/24/2011	206028	73.20		
			REFUND-BUS.LIC OVERPYMT	73.20
Vendor Total		**73.20**		
FYTD for PACIFIC M H CONSTRUCTION, INC		**73.20**		
PACIFIC TELEMANAGEMENT SERVICES				
1/24/2011	881955	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
Vendor Total		**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**3,069.36**		
PACIFIC UTILITY INSTALLATION, INC				
1/24/2011	206029	139.50		
			REFUND-BUS.LIC OVERPYMT	139.50
Vendor Total		**139.50**		
FYTD for PACIFIC UTILITY INSTALLATION, INC		**139.50**		
PAINTING BY ZEB BODE				
1/18/2011	205891	750.00		
			SEAL CNCRT BENCH/TABLES	750.00
Vendor Total		**750.00**		
FYTD for PAINTING BY ZEB BODE		**5,550.00**		
PANDA BOWL				
1/3/2011	205778	28.75		
			REFUND-BUS LIC OVERPYMT	28.75
Vendor Total		**28.75**		
FYTD for PANDA BOWL		**28.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PATRIOT HEATING & A/C					
	1/24/2011	206030	68.63		
				REFUND-BUS.LIC OVERPYMT	68.63
	Vendor Total		**68.63**		
FYTD for PATRIOT HEATING & A/C			**68.63**		
PATTERSON, ALFREY					
	1/3/2011	205779	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for PATTERSON, ALFREY			**1,397.06**		
PEDLEY SQUARE VETERINARY CLINIC					
	1/10/2011	881887	5,719.50		
				VETERINARY SVCS	5,719.50
	1/31/2011	881985	14,937.00		
				VETERINARY SERVICES-ANML SHLTR	8,669.50
				VETERINARY SERVICES-ANML SHLTR	6,267.50
	Vendor Total		**20,656.50**		
FYTD for PEDLEY SQUARE VETERINARY CLINIC			**67,035.00**		
PENA, IRIS					
	1/18/2011	205892	65.10		
				MILEAGE REIMBURSEMENT	65.10
	1/31/2011	206132	75.55		
				MILEAGE REIMBURSEMENT	75.55
	Vendor Total		**140.65**		
FYTD for PENA, IRIS			**417.00**		
PERRY, NORMA					
	1/3/2011	205780	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**2,231.11**		
PERS LONG TERM CARE PROGRAM					
	1/3/2011	205781	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/18/2011	205893	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/31/2011	206133	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**1,375.89**		
FYTD for PERS LONG TERM CARE PROGRAM			**7,508.12**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PITASSI ARCHITECTS, INC					
	1/31/2011	881986	20,632.70		
				CORPORATE YARD SEWER LINE PROJ	10,172.70
				CORPORATE YARD FACILITY PROJ	10,460.00
	Vendor Total		**20,632.70**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
PLEASANT, TRENA					
	1/18/2011	205894	92.00		
				REFUND-CANCELLED CLASS	92.00
	Vendor Total		**92.00**		
FYTD for PLEASANT, TRENA			**92.00**		
POIEMA LANDSCAPE, INC.					
	1/18/2011	881914	3,843.15		
				LANDSCAPE MAINT-ZONE S	1,712.15
				LANDSCAPE MAINT-ZONE E-12	2,131.00
	Vendor Total		**3,843.15**		
FYTD for POIEMA LANDSCAPE, INC.			**30,303.75**		
PRICE, GEORGE E.					
	1/3/2011	881854	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**2,231.11**		
PRIME COMMUNICATION OF CALIFORNIA, LLC					
	1/24/2011	206031	34.91		
				REFUND-BUS.LIC OVERPYMT	34.91
	Vendor Total		**34.91**		
FYTD for PRIME COMMUNICATION OF CALIFORNIA, LLC			**34.91**		
PROTECTION ONE					
	1/10/2011	205827	597.00		
				REFUND-VIBRA FIRE PERMIT FEES	300.00
				REFUND-VIBRA FIRE PERMIT FEES	276.00
				REFUND-VIBRA FIRE PERMIT FEES	21.00
	Vendor Total		**597.00**		
FYTD for PROTECTION ONE			**597.00**		
PRUDENTIAL CALIFORNIA REALTY					
	1/24/2011	206032	57.00		
				REFUND-BUS.LIC OVERPYMT	57.00
	Vendor Total		**57.00**		
FYTD for PRUDENTIAL CALIFORNIA REALTY			**57.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PS SERVICES, INC					
	1/24/2011	206033	126.88		
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	4.88
	Vendor Total		**126.88**		
FYTD for PS SERVICES, INC			**126.88**		
PSOMAS					
	1/18/2011	205895	136.78		
				LASSELLE ST WIDENING PROJ SVCS	136.78
	Vendor Total		**136.78**		
FYTD for PSOMAS			**26,233.28**		
PULLIAM, TRENT D.					
	1/3/2011	881855	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.			**2,231.11**		
R & S OVERHEAD DOORS, INC.					
	1/24/2011	881956	2,270.75		
				OVERHEAD DOORS-FIRE # 48	258.00
				OVERHEAD DOORS-PSB	338.00
				OVERHEAD DOORS-PSB	49.00
				REMOVE/INSTALL NUTS-CITY YARD	561.00
				REMOVE/INSTALL NUTS-FIRE #2	729.00
				OVERHEAD DOORS-FIRE # 6	335.75
	Vendor Total		**2,270.75**		
FYTD for R & S OVERHEAD DOORS, INC.			**12,312.25**		
R G CLEANING SERVICE					
	1/24/2011	206034	35.00		
				REFUND-BUS.LIC OVERPYMT	35.00
	Vendor Total		**35.00**		
FYTD for R G CLEANING SERVICE			**35.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RALLY MANAGEMENT SERVICES, LLC					
	1/18/2011	881915	2,948.40		
				TEMP SVCS-HENDERSON W/E 12/5	719.28
				TEMP SVCS-HENDERSON W/E 12/12	719.28
				TEMP SVCS-RODRIGUEZ W/E 12/5	754.92
				TEMP SVCS-RODRIGUEZ W/E 12/12	754.92
	1/24/2011	881957	2,948.40		
				TEMP SVCS-HENDERSON W/E-12/19	719.28
				TEMP SVCS-HENDERSON W/E-12/26	719.28
				TEMP SVCS-RODRIGUEZ W/E-12/19	754.92
				TEMP SVCS-RODRIGUEZ W/E-12/26	754.92
	Vendor Total		**5,896.80**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**43,386.53**		
RAMIREZ, SERGIO					
	1/24/2011	206035	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for RAMIREZ, SERGIO			**20.00**		
RAY-RAMIREZ, DARCY L.					
	1/3/2011	205782	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.			**956.19**		
RE PLANET					
	1/24/2011	206036	30.17		
				REFUND-BUS.LIC OVERPYMT	30.17
	Vendor Total		**30.17**		
FYTD for RE PLANET			**30.17**		
RE/ MAX RESULTS					
	1/24/2011	206037	55.98		
				REFUND-BUS.LIC OVERPYMT	55.98
	Vendor Total		**55.98**		
FYTD for RE/ MAX RESULTS			**55.98**		
RESIDENTIAL WALL SYSTEMS					
	1/24/2011	206038	66.57		
				REFUND-BUS.LIC OVERPYMT	66.57
	1/31/2011	206134	61.90		
				REFUND-BUS LIC OVRPMT	61.90
	Vendor Total		**128.47**		
FYTD for RESIDENTIAL WALL SYSTEMS			**161.82**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RHA LANDSCAPE ARCHITECTS-PLANNERS					
	1/31/2011	206135	449.02		
				SHADOW MTN PARK LIGHTING PROJ	449.02
	Vendor Total		**449.02**		
FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS			**17,532.94**		
RICK ENGINEERING COMPANY					
	1/10/2011	881889	3,977.55		
				KITCHING ST IMPRVMNT PROJ	799.39
				KITCHING ST IMPRVMNT PROJ	118.16
				KITCHING ST IMPRVMNT PROJ	3,060.00
	1/31/2011	881987	2,380.00		
				KITCHING ST IMPRVMNT PROJ	2,380.00
	Vendor Total		**6,357.55**		
FYTD for RICK ENGINEERING COMPANY			**37,008.16**		
RIVAS, ELSA					
	1/3/2011	205783	58.00		
				REFUND-LICENSE PD	58.00
	Vendor Total		**58.00**		
FYTD for RIVAS, ELSA			**58.00**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110105	4,592.06		
				RETENTN PYMT PER ESCROW AGRMNT	4,592.06
	1/20/2011	110106	16,534.13		
				RETENTN PYMT PER ESCROW AGRMNT	16,534.13
	Vendor Total		**21,126.19**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH					
	1/18/2011	205896	250.00		
				DFA FOR RABIES	250.00
	Vendor Total		**250.00**		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH			**450.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
1/24/2011	206039	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			COMMUNICATIONS SVCS	30.26
1/31/2011	206136	1,769.45		
			MAINT FOR RADIOS-PD	1,769.45
	Vendor Total	**2,012.38**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**15,243.91**		
RIVERSIDE COUNTY SHERIFF				
1/18/2011	881917	12,395.72		
			JAIL BOOKING FEES	5,188.43
			JAIL BOOKING FEES	7,207.29
	Vendor Total	**12,395.72**		
FYTD for RIVERSIDE COUNTY SHERIFF		**15,070,633.49**		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
1/18/2011	205897	727.00		
			REG-TRAFF COLL INV-MOTOR VEH	287.00
			REG-TRAFF COLL INVESTIG-ADV.	440.00
1/31/2011	206137	768.00		
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
	Vendor Total	**1,495.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**7,247.00**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
1/3/2011	205784	672.58		
			GARNISHMENT	194.53
			GARNISHMENT	478.05
1/18/2011	205898	652.09		
			GARNISHMENT	177.34
			GARNISHMENT	474.75
1/31/2011	206138	750.90		
			GARNISHMENT	110.17
			GARNISHMENT	165.79
			GARNISHMENT	474.94
	Vendor Total	**2,075.57**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**9,346.92**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF MV					
	1/31/2011	206139	8,914.18		
				EXTRA POLICE DUTY-RVHS	5,198.08
				EXTRA POLICE DUTY-RVHS	72.16
				EXTRA POLICE DUTY-RVHS	2,352.78
				EXTRA POLICE DUTY-RVHS	54.56
				EXTRA POLICE DUTY-RVHS	848.05
				EXTRA POLICE DUTY-RVHS	22.88
				EXTRA POLICE DUTY-RVHS	353.35
				EXTRA POLICE DUTY-RVHS	12.32
	Vendor Total		**8,914.18**		
FYTD for RIVERSIDE COUNTY SHERIFF MV			**14,860.24**		
RIVERSTONE RESIDENTIAL CA, INC					
	1/31/2011	206140	55.05		
				REFUND-BUS LIC OVRPMT	55.05
	Vendor Total		**55.05**		
FYTD for RIVERSTONE RESIDENTIAL CA, INC			**55.05**		
RLZ ENGINEERING					
	1/18/2011	881918	6,138.00		
				TEMP STAFFING SVCS-CAP PROJS	6,138.00
	Vendor Total		**6,138.00**		
FYTD for RLZ ENGINEERING			**41,850.00**		
ROBINSON, JOAQUIN DIEGO					
	1/18/2011	205899	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for ROBINSON, JOAQUIN DIEGO			**988.00**		
ROCHA, MARIA					
	1/5/2011	205797	95.00		
				REFUND-RABIES & SN DEPOSIT	20.00
				REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for ROCHA, MARIA			**95.00**		
ROCHA, SARA L.					
	1/3/2011	881856	787.80		
				OCT-DEC '10, DEC-FEB MEDI, PD	787.80
	Vendor Total		**787.80**		
FYTD for ROCHA, SARA L.			**2,544.56**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROGERS, EUGENE					
	1/3/2011	881857	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**2,231.11**		
ROGERS, KIANNA					
	1/18/2011	205900	162.50		
				MILEAGE REIMBURSEMENT	92.00
				MILEAGE REIMBURSEMENT	70.50
	Vendor Total		**162.50**		
FYTD for ROGERS, KIANNA			**972.00**		
ROSS, DAVID T.					
	1/3/2011	881858	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**2,231.11**		
ROSSON, LOUIS A.					
	1/3/2011	881859	270.70		
				RETIREE MED JAN '11	174.30
				RETIREE MED JAN '11	96.40
	Vendor Total		**270.70**		
FYTD for ROSSON, LOUIS A.			**2,009.26**		
ROTO - ROOTER SERVICE & PLUMBING CO.					
	1/24/2011	206040	95.56		
				REFUND-BUS.LIC OVERPYMT	95.56
	Vendor Total		**95.56**		
FYTD for ROTO - ROOTER SERVICE & PLUMBING CO.			**95.56**		
RUSSO, JOHN					
	1/3/2011	881860	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**2,231.11**		
RUVALCABA, RAFAEL					
	1/18/2011	205901	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for RUVALCABA, RAFAEL			**190.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SA ASSOCIATES					
	1/18/2011	881919	9,450.00		
				TEMP STAFFING SVCS-CAP PROJS	9,450.00
	Vendor Total		**9,450.00**		
FYTD for SA ASSOCIATES			**76,875.00**		
SABRE LIGHTING AND SIGNS					
	1/31/2011	206141	573.49		
				EXTERIOR SIGNAGE RPLCMNT-STARS	527.35
				EXTERIOR SIGNAGE RPLCMNT-STARS	46.14
	Vendor Total		**573.49**		
FYTD for SABRE LIGHTING AND SIGNS			**17,274.49**		
SALAS, BRANDY					
	1/18/2011	205902	44.00		
				REFUND-CANCELLED CLASS	44.00
	Vendor Total		**44.00**		
FYTD for SALAS, BRANDY			**44.00**		
SALFRANK, MAUREEN					
	1/24/2011	206041	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALFRANK, MAUREEN			**20.00**		
SALGADO, ERIC					
	1/31/2011	206142	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALGADO, ERIC			**20.00**		
SALIVA, MARVIN					
	1/24/2011	206042	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for SALIVA, MARVIN			**30.00**		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP					
	1/24/2011	881958	56.00		
				FIRE EXTINGUISHERS-ANIMAL SHEL	56.00
	Vendor Total		**56.00**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			**3,049.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN BERNARDINO SHERIFF'S DEPT. EVOC					
	1/18/2011	205903	1,159.00		
				MOTORCYCLE TRNG INSTR COURSE	1,159.00
	Vendor Total		**1,159.00**		
FYTD for SAN BERNARDINO SHERIFF'S DEPT. EVOC			**1,159.00**		
SANTA ROSA DEVELOPERS LIMITED					
	1/18/2011	205904	683.88		
				REFUND-CHANGE OF ZONE	173.87
				REFUND-CLOSED-GEN.PLAN	510.01
	Vendor Total		**683.88**		
FYTD for SANTA ROSA DEVELOPERS LIMITED			**683.88**		
SAVAGE, SUE & ROBERT					
	1/31/2011	206143	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAVAGE, SUE & ROBERT			**20.00**		
SAWLA, POOJA					
	1/31/2011	206144	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAWLA, POOJA			**20.00**		
SC SIGNS					
	1/18/2011	205905	2,100.00		
				PUBLIC HEARING SITE POSTINGS	2,100.00
	Vendor Total		**2,100.00**		
FYTD for SC SIGNS			**2,100.00**		
SCHOENFELDER, LAURA					
	1/18/2011	205906	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for SCHOENFELDER, LAURA			**38.00**		
SCMAF - INLAND VALLEY					
	1/18/2011	205907	120.00		
				2010 A & I BANQUET	120.00
	Vendor Total		**120.00**		
FYTD for SCMAF - INLAND VALLEY			**120.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SECURITY LOCK & KEY					
	1/24/2011	881959	45.00		
				LOCK REPAIRS	22.50
				LOCK REPAIRS	22.50
	Vendor Total		**45.00**		
FYTD for SECURITY LOCK & KEY			**1,666.85**		
SEIFERT, VICTORIA					
	1/31/2011	206145	45.00		
				REFUND-ANIMAL SHELTER	19.00
				REFUND-ANIMAL SHELTER	10.00
				REFUND-ANIMAL SHELTER	16.00
	Vendor Total		**45.00**		
FYTD for SEIFERT, VICTORIA			**45.00**		
SERTA MATTRESS COMPANY					
	1/3/2011	205785	300.00		
				REFUND-12/17 EVENT DEPOSIT	300.00
	Vendor Total		**300.00**		
FYTD for SERTA MATTRESS COMPANY			**300.00**		
SHAH, JAGDISH					
	1/18/2011	881920	10,800.00		
				TEMP STAFFING SVCS-CAP PROJS	10,800.00
	Vendor Total		**10,800.00**		
FYTD for SHAH, JAGDISH			**122,040.00**		
SHARRETT, SHARON K.					
	1/3/2011	205786	174.30		
				RETIREE MED JAN '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,334.46**		
SHELDON, STUART H.					
	1/3/2011	205787	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHELL OIL CO.					
	1/10/2011	205828	48.77		
				FUEL PURCHASE	48.77
	1/24/2011	206044	143.16		
				FUEL PURCHASES	143.16
	1/24/2011	206045	1,096.70		
				FUEL PURCHASES	1,096.70
	1/24/2011	206046	18.08		
				FUEL PURCHASES	18.08
	Vendor Total		**1,306.71**		
FYTD for SHELL OIL CO.			**11,517.19**		
SHRED-IT					
	1/24/2011	206047	22.75		
				REFUND-BUS.LIC OVERPYMT	22.75
	Vendor Total		**22.75**		
FYTD for SHRED-IT			**22.75**		
SHURTLEFF, JEANNETTE L.					
	1/18/2011	881921	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**2,964.00**		
SIERRA PACIFIC ELECTRICAL CONTRACTING					
	1/31/2011	206146	1,860.00		
				REPLACE TRAFFIC DETECTOR LOOPS	1,860.00
	Vendor Total		**1,860.00**		
FYTD for SIERRA PACIFIC ELECTRICAL CONTRACTING			**1,860.00**		
SINGER & COFFIN, APC					
	1/31/2011	881990	40.00		
				LEGAL SVCS	40.00
	Vendor Total		**40.00**		
FYTD for SINGER & COFFIN, APC			**7,499.98**		
SINGLETON-DECUIR, JANISHEIA					
	1/18/2011	881922	118.00		
				MILEAGE REIMBURSEMENT	118.00
	Vendor Total		**118.00**		
FYTD for SINGLETON-DECUIR, JANISHEIA			**277.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SKONBERG, RIX					
	1/18/2011	205935	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for SKONBERG, RIX			**1,500.00**		
SKY TRAILS MOBILE VILLAGE					
	1/24/2011	881960	49.31		
				REFUND-UT USER TAXES	49.31
	Vendor Total		**49.31**		
FYTD for SKY TRAILS MOBILE VILLAGE			**217.31**		
SLAGERMAN, SUSAN A.					
	1/3/2011	881861	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SLAGERMAN, SUSAN A.			**2,231.11**		
SMITH FLOORS & INSTALLATIONS					
	1/24/2011	206048	22.16		
				REFUND-BUS.LIC OVERPYMT	22.16
	Vendor Total		**22.16**		
FYTD for SMITH FLOORS & INSTALLATIONS			**7,794.16**		
SMITH, MARIA A.					
	1/3/2011	881862	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**2,212.27**		
SMITH, WILMA					
	1/18/2011	205908	200.00		
				REFUND-12/18 EVENT DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for SMITH, WILMA			**200.00**		
SMUS, PAULA					
	1/10/2011	205829	37.40		
				MILEAGE REIMBURSEMENT	22.40
				MILEAGE REIMBURSEMENT	15.00
	1/24/2011	206049	93.10		
				MILEAGE REIMBURSEMENT	93.10
	Vendor Total		**130.50**		
FYTD for SMUS, PAULA			**277.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOCO GROUP, INC					
	1/10/2011	881890	6,756.90		
				FUEL PURCHASE	6,756.90
	Vendor Total		**6,756.90**		
FYTD for SOCO GROUP, INC			**157,607.90**		
SOLAR SERVICE CENTER					
	1/18/2011	205909	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for SOLAR SERVICE CENTER			**75.00**		
SOMERS, ROBERTA					
	1/24/2011	206050	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for SOMERS, ROBERTA			**75.00**		
SOUTH COAST AIR QUALITY MGMT DISTRICT					
	1/18/2011	205910	684.59		
				FIRE # 91-OPERATING FEE	379.90
				FIRE # 91-EMISSIONS FEE	109.00
				FIRE # 2-OPERATING FEE	86.69
				FIRE # 2-EMISSIONS FEE	109.00
	Vendor Total		**684.59**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT			**2,076.08**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/10/2011	205830	11,181.08		
				ELECTRICITY	118.32
				ELECTRICITY	24.80
				ELECTRICITY	21.26
				ELECTRICITY	26.65
				ELECTRICITY	115.18
				ELECTRICITY	241.31
				ELECTRICITY	926.51
				ELECTRICITY	2,831.91
				ELECTRICITY	187.02
				ELECTRICITY	418.93
				ELECTRICITY	932.08
				ELECTRICITY	745.74
				ELECTRICITY	146.37
				ELECTRICITY	813.76
				ELECTRICITY	468.41
				ELECTRICITY	412.07
				ELECTRICITY	387.59
				ELECTRICITY	22.33
				ELECTRICITY	1,817.12
				ELECTRICITY	198.34
				ELECTRICITY	138.30
				ELECTRICITY	63.33
				ELECTRICITY	123.75
	1/24/2011	206051	14,490.30		
				IFA CHARGES-SUBSTATION	14,146.73
				ELECTRIC CHARGES	343.57
	1/31/2011	206147	3,279.84		
				ELECTRICITY	25.45
				ELECTRICITY	1,034.65
				ELECTRICITY	704.85
				ELECTRICITY	137.16
				ELECTRICITY	817.85
				ELECTRICITY	344.98
				ELECTRICITY	24.57
				ELECTRICITY	48.93
				ELECTRICITY	141.40
	Vendor Total		**28,951.22**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,759,082.07**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.					
	1/24/2011	206052	11,304.40		
				GAS CHARGES	1,198.67
				GAS CHARGES	3,273.34
				GAS CHARGES	114.54
				GAS CHARGES	218.88
				GAS CHARGES	777.55
				GAS CHARGES	362.64
				GAS CHARGES	151.64
				GAS CHARGES	1,516.93
				GAS CHARGES	453.11
				GAS CHARGES	278.01
				GAS CHARGES	384.85
				GAS CHARGES	359.34
				GAS CHARGES	562.38
				GAS CHARGES	739.86
				GAS CHARGES	64.14
				GAS CHARGES	848.52
	Vendor Total		**11,304.40**		
FYTD for SOUTHERN CALIFORNIA GAS CO.			**37,468.71**		
SPARKLETTS					
	1/18/2011	205912	39.92		
				WATER SERVICE	12.28
				WATER SERVICE	27.64
	1/24/2011	206053	4.50		
				WATER SERVICE	4.50
	Vendor Total		**44.42**		
FYTD for SPARKLETTS			**426.91**		
SPECIALIZED BUSINESS SYSTEM, INC.					
	1/24/2011	206054	528.05		
				LEKTRIEVER MAINTENANCE	528.05
	Vendor Total		**528.05**		
FYTD for SPECIALIZED BUSINESS SYSTEM, INC.			**528.05**		
SPECK, GARY B.					
	1/3/2011	881863	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**2,231.11**		
SPECTRUM CARE					
	1/18/2011	881924	12,333.33		
				LANDSCAPE MAINT-ZONE E-1	10,540.00
				LANDSCAPE MAINT-ZONE E-1	1,793.33
	Vendor Total		**12,333.33**		
FYTD for SPECTRUM CARE			**90,835.36**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPENCER, MARTHA					
	1/3/2011	881864	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for SPENCER, MARTHA			**1,397.06**		
SPRINT/NEXTEL					
	1/18/2011	881925	642.44		
				CELL PH CHGS-GTF	35.22
				CELL PH CHGS-SET	607.22
	Vendor Total		**642.44**		
FYTD for SPRINT/NEXTEL			**2,589.23**		
STANDARD INSURANCE CO					
	1/18/2011	205913	1,926.44		
				SUPPLEMENTAL INSURANCE	1,926.44
	Vendor Total		**1,926.44**		
FYTD for STANDARD INSURANCE CO			**227,964.72**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC					
	1/24/2011	881961	274.00		
				MONITORING SVCS-ANML SHLTR	175.00
				MONITORING SVCS-POLICE	99.00
	Vendor Total		**274.00**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**16,197.49**		
STATE BOARD OF EQUALIZATION					
	1/25/2011	1231101	1,976.00		
				SALES & USE TAX 10/1-12/31/10	1,976.00
	1/31/2011	206148	5,047.31		
				ELECTRICAL ENERGY SURCHARGE	5,047.31
	Vendor Total		**7,023.31**		
FYTD for STATE BOARD OF EQUALIZATION			**20,559.31**		
STATE DISBURSEMENT UNIT					
	1/6/2011	2773	1,835.37		
				CHILD SUPPORT W/H 01/06/11	1,835.37
	1/20/2011	2782	1,863.89		
				CHILD SUPPORT W/H 1/20/11	1,863.89
	Vendor Total		**3,699.26**		
FYTD for STATE DISBURSEMENT UNIT			**18,335.10**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE				
1/18/2011	205914	2,961.00		
			FINGERPRINTING SVCS-PD	2,961.00
1/31/2011	206149	2,649.00		
			BLOOD ALCHL ANLYS-PD	945.00
			BLOOD ALCHL ANLYS-PD	350.00
			BLOOD ALCHL ANLYS-PD	490.00
			FINGERPRINTING SVCS-HR	192.00
			FINGERPRINTING SVCS-STARS	64.00
			FINGERPRINTING SVCS-VOL SVCS	32.00
			FINGERPRINTING SVCS-B/L	32.00
			FINGERPRINTING SVCS-PARKS	64.00
			FINGERPRINTING SVCS-PARKS	192.00
			FINGERPRINTING SVCS-PD	288.00
	Vendor Total	**5,610.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**39,702.00**		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
1/18/2011	205915	145.34		
			REFUND-MVU	51.99
			REFUND-MVU	93.35
	Vendor Total	**145.34**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,771.30**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
1/18/2011	205916	2,889.12		
			TRANSCRIPTION SVCS-PD	2,889.12
	Vendor Total	**2,889.12**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**21,479.68**		
STERICYCLE (BFI)				
1/31/2011	881991	1,219.52		
			MED WASTE HAULING SVC	609.81
			MED WASTE HAULING SVC	609.71
	Vendor Total	**1,219.52**		
FYTD for STERICYCLE (BFI)		**3,901.50**		
STEVE'S VALLEY NURSERY				
1/24/2011	206055	175.00		
			PARK SAND	175.00
	Vendor Total	**175.00**		
FYTD for STEVE'S VALLEY NURSERY		**175.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEWART, CLIFFORD					
	1/3/2011	881865	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for STEWART, CLIFFORD			**1,774.42**		
STEWART, RICHARD A.					
	1/24/2011	206056	168.86		
				REFUND-CANDIDATE STATEMENT	168.86
	Vendor Total		**168.86**		
FYTD for STEWART, RICHARD A.			**168.86**		
STRADLING, YOCCA, CARLSON & RAUTH					
	1/10/2011	205831	10,293.96		
				LEGAL SVCS	2,227.43
				LEGAL SVCS	4,004.83
				LEGAL SVCS	250.00
				LEGAL SVCS	250.00
				LEGAL SVCS	1,282.35
				LEGAL SVCS	754.35
				LEGAL SVCS	425.00
				LEGAL SVCS	100.00
				LEGAL SVCS	700.00
				LEGAL SVCS	300.00
	1/18/2011	205917	300.36		
				LEGAL SVCS	300.36
	Vendor Total		**10,594.32**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH			**42,017.74**		
STRICKLER ASSOCIATION, THE					
	1/24/2011	881963	7,377.50		
				NEIGHBORHOOD STABILIZATION	2,745.00
				NEIGHBORHOOD STABILIZATION	1,252.50
				NEIGHBORHOOD STABILIZATION	3,380.00
	Vendor Total		**7,377.50**		
FYTD for STRICKLER ASSOCIATION, THE			**14,657.50**		
STRICKLER II, JOHN W.					
	1/3/2011	881866	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE					
	1/3/2011	205790	114.08		
				MISC. SUPPLIES-POLICE	13.03
				MISC. SUPPLIES-POLICE	22.83
				MISC. SUPPLIES-POLICE	8.69
				MISC. SUPPLIES-POLICE	69.53
	1/18/2011	205918	75.95		
				MISC.SUPPLIES-PARK MAINT.	32.46
				MISC.SUPPLIES-POLICE	43.49
	1/31/2011	206150	27.13		
				MISC SUPPLIES-PD	27.13
	Vendor Total		**217.16**		
FYTD for SUNNYMEAD ACE HARDWARE			**1,285.47**		
SWITZER, BANGON					
	1/31/2011	206151	112.00		
				REFUND-CLASS CANCELED	112.00
	Vendor Total		**112.00**		
FYTD for SWITZER, BANGON			**112.00**		
TARUCA, CARLOS					
	1/24/2011	206057	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for TARUCA, CARLOS			**100.00**		
TAX COMPLIANCE SERVICES					
	1/18/2011	205919	6,250.00		
				UUT COMPLIANCE SERVICES	6,250.00
	Vendor Total		**6,250.00**		
FYTD for TAX COMPLIANCE SERVICES			**31,250.00**		
TEACHER CREATED MATERIALS, INC.					
	1/31/2011	206152	6,129.20		
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.85
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-SHIPPING	419.99
	Vendor Total		**6,129.20**		
FYTD for TEACHER CREATED MATERIALS, INC.			**6,129.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TEK WORKS					
	1/24/2011	206073	13,647.08		
				REPLCMNT OF EBI KEYCARD SYSTEM	12,802.19
				RELOCATE SYS PANEL AT CITY YRD	844.89
	1/31/2011	881992	145.81		
				REPAIRS @ ESA ANNEX	145.81
	Vendor Total		**13,792.89**		
FYTD for TEK WORKS			**63,284.87**		
THE GAS COMPANY					
	1/10/2011	205832	213.84		
				LINE EXTENSION-HIGHLND FIRE ST	213.84
	Vendor Total		**213.84**		
FYTD for THE GAS COMPANY			**213.84**		
THE SMOKE DETECTORS					
	1/10/2011	205833	1,000.00		
				TRUCK SMOKE OPACITY TESTS	1,000.00
	Vendor Total		**1,000.00**		
FYTD for THE SMOKE DETECTORS			**1,000.00**		
THOMSON REUTERS INC					
	1/18/2011	205920	2,652.53		
				LEGAL PUBLICATION SUBSCPTNS	199.09
				LEGAL PUBLICATION SUBSCPTNS	2,453.44
	Vendor Total		**2,652.53**		
FYTD for THOMSON REUTERS INC			**5,554.02**		
THYSSENKRUPP ELEVATOR CORPORATION					
	1/24/2011	206058	45.43		
				REFUND-BUS.LIC OVERPYMT	45.43
	Vendor Total		**45.43**		
FYTD for THYSSENKRUPP ELEVATOR CORPORATION			**45.43**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRICHE, TARA					
	1/24/2011	206059	1,411.92		
				INSTRUCTOR SVCS-BALLET 4	88.80
				INSTRUCTOR SVCS-BALLET 7	155.40
				INSTRUCTOR SVCS-BALLET 5	111.00
				INSTRUCTOR SVCS-BALLET 3	66.60
				INSTRUCTOR SVCS-DANCE 12	257.52
				INSTRUCTOR SVCS-DANCE 6	133.20
				INSTRUCTOR SVCS-DANCE 8	177.60
				INSTRUCTOR SVCS-DANCE 10	222.00
				INSTRUCTOR SVCS-HIP HOP 9	199.80
	Vendor Total		**1,411.92**		
FYTD for TRICHE, TARA			**11,956.92**		
TRI-CITY LINEN SUPPLY, INC.					
	1/3/2011	205791	166.00		
				LINEN SVCS	25.00
				LINEN SVCS	66.00
				LINEN SVCS	75.00
	1/10/2011	205834	50.00		
				LINEN SVCS	25.00
				LINEN SVCS	25.00
	1/18/2011	205921	25.00		
				LINEN SVCS	25.00
	1/31/2011	206153	25.00		
				LINEN RENTAL-CONF & REC CTR	25.00
	Vendor Total		**266.00**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,171.75**		
TROPICAL PLAZA NURSERY, INC					
	1/24/2011	206060	94.20		
				REFUND-BUS.LIC OVERPYMT	94.20
	Vendor Total		**94.20**		
FYTD for TROPICAL PLAZA NURSERY, INC			**94.20**		
TROPICAL PLAZA NURSERY, INC.					
	1/18/2011	205922	16,196.10		
				LANDSCAPE MAINT-ZONE E-2	15,700.00
				LANDSCAPE MAINT-ZONE E-2	496.10
	Vendor Total		**16,196.10**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**130,988.49**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE					
	1/31/2011	881993	14,614.60		
				LANDSCAPE MAINT-ZONE M	5,324.89
				LANDSCAPE MAINT-DSG 1/10	6,804.71
				LANDSCAPE MAINT-E16	2,485.00
	Vendor Total		**14,614.60**		
FYTD for TRUGREEN LANDCARE			**185,249.19**		
TUNTLAND, JAMES					
	1/3/2011	881867	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for TUNTLAND, JAMES			**1,774.42**		
TURF STAR, INC.					
	1/24/2011	206061	700.47		
				GOLF COURSE EQUIP. PARTS	700.47
	Vendor Total		**700.47**		
FYTD for TURF STAR, INC.			**1,268.28**		
U.S. HEALTHWORKS MEDICAL GROUP					
	1/31/2011	206154	515.00		
				PRE-EMPLOYMENT PHYSICALS	360.00
				PRE-EMPLOYMENT PHYSICALS	65.00
				PRE-EMPLOYMENT PHYSICALS	90.00
	Vendor Total		**515.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**6,960.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA				
1/18/2011	205923	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205923 ON 1/18/11	-170.00
1/18/2011	205924	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205924 ON 1/18/11	-170.00
1/18/2011	205925	980.34		
			STANDBY LOC TRANSFER FEES	291.67
			STANDBY LOC TRANSFER FEES	397.00
			STANDBY LOC TRANSFER FEES	291.67
1/18/2011	205937	0.00		
			CREDIT TO REVERSE PREV PAYMENT	-291.67
			STANDBY LOC TRANSFER FEES	170.00
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK #205937ON 2/24/11	291.67
			VOIDED CHECK #205937ON 2/24/11	-170.00
			VOIDED CHECK #205937ON 2/24/11	-170.00
Vendor Total		**980.34**		
FYTD for UNION BANK OF CALIFORNIA		**58,713.22**		
UNITED PACIFIC SERVICES, INC				
1/31/2011	206155	16,694.50		
			TREE TRIMMING SVC-E3	9,869.00
			TREE TRIMMING SVC-E8	1,526.50
			TREE TRIMMING SVC-E15	1,065.00
			TREE TRIMMING SVC-E3	678.00
			TREE TRIMMING SVC-E3	2,000.00
			TREE TRIMMING SVC-E4	1,556.00
Vendor Total		**16,694.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**26,811.06**		
UNITED ROTARY BRUSH CORP				
1/10/2011	881891	716.67		
			BROOM KITS-STREET SWEEPER	223.58
			BROOM KITS-STREET SWEEPER	493.09
Vendor Total		**716.67**		
FYTD for UNITED ROTARY BRUSH CORP		**19,134.47**		
UNITED SITE SERVICES OF CA, INC.				
1/18/2011	205936	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
1/24/2011	881965	77.33		
			PORTABLE TOILET SVC-GOLF COURS	77.33
Vendor Total		**184.72**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,331.38**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED STATES TREASURY					
	1/3/2011	205792	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/18/2011	205926	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/31/2011	206156	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	Vendor Total		**150.00**		
FYTD for UNITED STATES TREASURY			**800.00**		
UNITED WAY OF INLAND VALLEYS					
	1/3/2011	205793	627.18		
				UNITED WAY CONTRIBUTIONS	627.18
	1/18/2011	205927	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	1/31/2011	206157	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	Vendor Total		**1,641.56**		
FYTD for UNITED WAY OF INLAND VALLEYS			**9,874.90**		
URRUTIA, MARIO					
	1/31/2011	206158	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for URRUTIA, MARIO			**20.00**		
USA MOBILITY/ARCH WIRELESS					
	1/24/2011	881966	36.59		
				PAGER SVC-PARK RANGERS	2.01
				PAGER SVC-TRANSP. DIV.	4.66
				PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total		**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS			**507.92**		
VA CONSULTING, INC.					
	1/18/2011	881927	11,056.75		
				AUTO MALL STREET UPGRADES PROJ	2,317.10
				AUTO MALL STREET UPGRADES PROJ	1,037.90
				AUTO MALL STREET UPGRADES PROJ	5,711.30
				AUTO MALL STREET UPGRADES PROJ	1,990.45
	Vendor Total		**11,056.75**		
FYTD for VA CONSULTING, INC.			**83,455.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY					
	1/24/2011	881967	1,415.00		
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-FIRE #2	45.00
				PEST CNTRL-FIRE #6	45.00
				PEST CNTRL-FIRE #48	45.00
				PEST CNTRL-FIRE #58	45.00
				PEST CNTRL-FIRE #65	45.00
				PEST CNTRL-FIRE #91	45.00
				PEST CNTRL-FIRE #91SPECIAL	45.00
				PEST CNTRL-SENIOR CENTER	55.00
				PEST CNTRL-TOWNGATE C/C	45.00
				PEST CNTRL-UTILITIES FIELD OFF	45.00
				PEST CNTRL-PUBLIC LIBRARY	55.00
				PEST CNTRL-P.S.B.	75.00
				PEST CNTRL-CITY HALL	75.00
				PEST CNTRL-CITY YARD	115.00
				PEST CNTRL-TRANSPORT TRAILER	45.00
				PEST CNTRL-PRO SHOP	22.50
				PEST CNTRL-MVTV-3	22.50
				PEST CNTRL-C & R	75.00
				PEST CNTRL-ANIMAL SHELTER	115.00
				PEST CNTRL-ANNEX # 1	55.00
				PEST CNTRL-HOBBY SHOP	45.00
				PEST CNTRL-MARCH ASES BLDG.	45.00
				PEST CNTRL-MARCH C/C	45.00
	1/31/2011	881994	540.00		
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
	Vendor Total		**1,955.00**		
FYTD for VACATE PEST ELIMINATION COMPANY			**11,475.00**		
VALI COOPER & ASSOCIATES, INC.					
	1/18/2011	881928	640.00		
				DAY ST IMPRVMNTS PROJ SVCS	640.00
	Vendor Total		**640.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.			**67,645.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VAS ASSOCIATES, INC.					
	1/24/2011	881968	17,040.00		
				TEMP STAFFING SVCS-CAP PROJS	17,040.00
	Vendor Total		**17,040.00**		
FYTD for VAS ASSOCIATES, INC.			**130,080.00**		
VASQUEZ, LIZ					
	1/31/2011	206159	30.00		
				REFUND-DOG ADOPTION	30.00
	Vendor Total		**30.00**		
FYTD for VASQUEZ, LIZ			**30.00**		
VERIZON					
	1/24/2011	206062	1,683.14		
				BACKBONE CHARGES	1,683.14
	Vendor Total		**1,683.14**		
FYTD for VERIZON			**11,861.61**		
VERIZON CALIFORNIA					
	1/31/2011	206160	618.41		
				PHONE CHRGS-ERC	618.41
	Vendor Total		**618.41**		
FYTD for VERIZON CALIFORNIA			**5,053.34**		
VICTOR MEDICAL CO					
	1/10/2011	205835	783.00		
				ANIMAL MEDICAL SUPPLIES	783.00
	Vendor Total		**783.00**		
FYTD for VICTOR MEDICAL CO			**8,299.81**		
VIGIL, ERNEST					
	1/3/2011	881868	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for VIGIL, ERNEST			**2,231.11**		
VINCENT, CLARENCE					
	1/3/2011	205794	1,657.32		
				JAN - 1/2 OF NOV '10, PAID JAN	1,657.32
	Vendor Total		**1,657.32**		
FYTD for VINCENT, CLARENCE			**1,657.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VINTAGE ROOFING AND SOLAR CO, INC				
1/24/2011	206063	70.35		
			REFUND-BUS.LIC OVERPYMT	70.35
Vendor Total		**70.35**		
FYTD for VINTAGE ROOFING AND SOLAR CO, INC		**70.35**		
VISION SERVICE PLAN				
1/18/2011	881929	4,554.54		
			EMPLOYEE VISION INSURANCE	4,554.54
Vendor Total		**4,554.54**		
FYTD for VISION SERVICE PLAN		**30,531.47**		
VISTA PAINT CORPORATION				
1/10/2011	205836	999.23		
			PAINT & SUPPLIES	937.21
			PAINT & SUPPLIES	62.02
Vendor Total		**999.23**		
FYTD for VISTA PAINT CORPORATION		**6,041.62**		
VULCAN MATERIALS CO, INC.				
1/10/2011	205837	103.17		
			ASPHALTIC MATERIALS	103.17
1/31/2011	206161	486.00		
			ASPHALTIC MATERIALS	171.69
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	104.54
Vendor Total		**589.17**		
FYTD for VULCAN MATERIALS CO, INC.		**15,606.55**		
WAGGONER JR., GLENN C.				
1/3/2011	881869	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		**318.73**		
FYTD for WAGGONER JR., GLENN C.		**2,231.11**		
WAGNER, GARY D.				
1/3/2011	881870	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.		**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGONER, ROBERT					
	1/3/2011	881871	360.40		
				12-8-10 - 2-8-11, PAID JAN '11	360.40
	Vendor Total		**360.40**		
FYTD for WAGONER, ROBERT			**1,441.60**		
WAGY, CARYLON					
	1/3/2011	205795	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**2,231.11**		
WALKER, ANTHONY					
	1/18/2011	205928	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for WALKER, ANTHONY			**50.00**		
WALKER, DONNA JEAN					
	1/18/2011	881930	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for WALKER, DONNA JEAN			**304.00**		
WANG'S APARTMENT					
	1/18/2011	205929	95.00		
				REFUND-BUS.LIC OVERPYMT	95.00
	Vendor Total		**95.00**		
FYTD for WANG'S APARTMENT			**95.00**		
WASSON, KIRK					
	1/18/2011	881931	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for WASSON, KIRK			**722.00**		
WAXIE SANITARY SUPPLY					
	1/18/2011	205930	97.95		
				JANITORIAL SUPPLIES	56.06
				JANITORIAL SUPPLIES	34.01
				JANITORIAL SUPPLIES	7.88
	Vendor Total		**97.95**		
FYTD for WAXIE SANITARY SUPPLY			**97.95**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO BANK					
	1/24/2011	206064	2,000.00		
				A/C 22631700 TABS SERIES A	2,000.00
	1/31/2011	206162	4,000.00		
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
	Vendor Total		**6,000.00**		
FYTD for WELLS FARGO BANK			**14,500.00**		
WELLS FARGO BANK, NA					
	1/31/2011	206163	750.00		
				ESCROW RE: 97 LRB PRIVT PLCMNT	750.00
	Vendor Total		**750.00**		
FYTD for WELLS FARGO BANK, NA			**750.00**		
WELLS FARGO CORPORATE TRUST					
	1/3/2011	110101	1,273.34		
				INT ON 97 CH COP VAR RATE BOND	1,273.34
	Vendor Total		**1,273.34**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WEST COAST DRYWALL & PAINT					
	1/24/2011	206065	25.52		
				REFUND-BUS.LIC OVERPYMT	25.52
	Vendor Total		**25.52**		
FYTD for WEST COAST DRYWALL & PAINT			**25.52**		
WEST PUBLISHING CORPORATION					
	1/31/2011	206164	535.00		
				AUTO TRACK SVCS-PD	535.00
	Vendor Total		**535.00**		
FYTD for WEST PUBLISHING CORPORATION			**3,710.00**		
WESTCON ELEVATOR, INC					
	1/24/2011	206066	32.30		
				REFUND-BUS.LIC OVERPYMT	32.30
	Vendor Total		**32.30**		
FYTD for WESTCON ELEVATOR, INC			**32.30**		
WESTERN INSULATIONS, LP					
	1/24/2011	206067	74.17		
				REFUND-BUS LIC OVRPMT	74.17
	Vendor Total		**74.17**		
FYTD for WESTERN INSULATIONS, LP			**74.17**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WESTERN MUNICIPAL WATER DISTRICT					
	1/24/2011	206068	163.33		
				WATER CHARGES	41.22
				WATER CHARGES	61.83
				WATER CHARGES	60.28
	Vendor Total		**163.33**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT			**15,595.04**		
WHEMPNER, LYLE					
	1/24/2011	206069	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for WHEMPNER, LYLE			**20.00**		
WIELIN, RONALD A.					
	1/3/2011	881872	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.			**2,231.11**		
WILLDAN AND ASSOCIATES					
	1/24/2011	206070	8,474.16		
				PROF.SVCS-PLAN CHECKS	8,474.16
	Vendor Total		**8,474.16**		
FYTD for WILLDAN AND ASSOCIATES			**82,201.48**		
WILLIAMS, JANE L.					
	1/3/2011	881873	200.93		
				DEC '10, PAID JAN '11	128.78
				VSP SEPT-NOV '10, PAID JAN '11	72.15
	Vendor Total		**200.93**		
FYTD for WILLIAMS, JANE L.			**1,168.14**		
WILLIAMS, LARRY					
	1/3/2011	205796	3,710.00		
				DEC 09-NOV 10, PD JAN '11	3,710.00
	Vendor Total		**3,710.00**		
FYTD for WILLIAMS, LARRY			**3,710.00**		
WILLOUGHBY, LORIA					
	1/24/2011	881969	26.50		
				MILEAGE REIMBURSEMENT	26.50
	Vendor Total		**26.50**		
FYTD for WILLOUGHBY, LORIA			**326.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WINCHESTER ASSOCIATES					
	1/18/2011	205931	2,317.00		
				REFUND-CLOSED-CHG.ZONE	2,317.00
	Vendor Total		**2,317.00**		
FYTD for WINCHESTER ASSOCIATES			**2,317.00**		
WINZLER & KELLY CONSULTING ENGINEERS					
	1/31/2011	881995	11,210.00		
				TEMP STAFFING SVCS-UTILITIES	11,210.00
	Vendor Total		**11,210.00**		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS			**52,057.50**		
WIRZ & COMPANY					
	1/10/2011	205838	6.37		
				SALES TAXES FOR TOW LABELS	6.37
	Vendor Total		**6.37**		
FYTD for WIRZ & COMPANY			**2,087.80**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.					
	1/18/2011	881932	130.00		
				JANITORIAL SVCS-SENIOR SPECIAL	130.00
	1/24/2011	881970	3,208.75		
				JANITORIAL SVCS-DAY PORTER	1,768.75
				JANITORIAL SVCS-FAC.ANNEX	960.00
				CLEANING SVCS-TOWNGATE	480.00
	1/31/2011	881996	24,980.97		
				JANITORIAL SVCS-SNNYMD ELEM	184.10
				JANITORIAL SVCS-RAINBOW ELEM	310.19
				JANITORIAL SVCS-MAPLE ELEM	310.19
				JANITORIAL SVCS-STARS	224.16
				JANITORIAL SVCS-SNNYMD MIDDLE	152.10
				JANITORIAL SVCS-FAC ANNX	1,080.00
				SPECIAL CLEANINGS-CONF & REC C	2,625.00
				JANITORIAL SVCS-CITY HALL	3,532.79
				JANITORIAL SVCS-CITY YARD	260.28
				JANITORIAL SVCS-TRANS. TRAILER	73.80
				JANITORIAL SVCS-EMERG OPS CTR	516.27
				JANITORIAL SVCS-SP DIST ANNEX	551.73
				JANITORIAL SVCS-FACIL. ANNEX	93.24
				JANITORIAL SVCS-LIBRARY	1,328.85
				JANITORIAL SVCS-MARCH FIELD	955.70
				JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
				JANITORIAL SVCS-GOLF PRO SHOP	644.70
				JANITORIAL SVCS-MVTV STUDIO	58.05
				JANITORIAL SVCS-SENIOR CTR	1,916.18
				JANITORIAL SVCS-CONF & REC CTR	3,447.93
				JANITORIAL SVCS-TS ANNEX	340.08
				JANITORIAL SVCS-TOWNGATE C.C.	691.38
				CARPET DRYING-PD CHIEF'S OFFCE	20.00
				PORT. EXTRACTOR TO DRY CARPET	100.00
	Vendor Total		**28,319.72**		
FYTD for WURM'S JANITORIAL SERVICES, INC.			**188,298.85**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX					
	1/18/2011	205934	1,571.48		
				COPIER RNTL/MAINT-PARKS	359.34
				COPIER RNTL/MAINT-PARKS	779.48
				COPIER RNTL/MAINT-PARKS	432.66
	1/31/2011	206165	8,664.45		
				COPIER EXCESS PRINTS-STARS	2,619.28
				COPIER EXCESS PRINTS-STARS	1,895.34
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,888.43
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,366.58
				COPIER RNTL/MAINT-GRAPHICS	1,422.13
				COPIER RNTL/MAINT-GRAPHICS	397.79
				CREDIT-METER EXCESS PRINTS	-1,522.09
				CREDIT-METER EXCESS PRINTS	-1,631.99
	Vendor Total		**10,235.93**		
FYTD for XEROX			**47,777.96**		
YAMASHITA, JULIA J.					
	1/3/2011	881875	309.40		
				OCT-NOV '10, PAID JAN '11	309.40
	Vendor Total		**309.40**		
FYTD for YAMASHITA, JULIA J.			**1,237.60**		
ZELAYA, XENIA					
	1/24/2011	206071	47.00		
				REFUND-CLASS REGIST	47.00
	Vendor Total		**47.00**		
FYTD for ZELAYA, XENIA			**47.00**		
	Subtotal		**1,176,392.93**		
	GRAND TOTAL		**12,324,061.41**		

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015.

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017.

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto.

BACKGROUND

On June 10, 2008, the City Council awarded an agreement to STK Architecture (STK) for design professional consultant services for the Cottonwood Fire Station. The City Council also authorized the selected consultant to design future Fire Station Nos. 65 and 107 (Morrison Park) based on a qualification-based selection process subject to funding availability, fee negotiations with the preferred consultant, STK, and City Council approval.

In approving the FY 09/10 Capital Improvement Project (CIP) budget, the City Council reappropriated funding for various fire stations, allowing the Fire Department additional time to reanalyze its coverage area to size a fire station and locate it at the most effective location

On February 8, 2010, the Fire Chief presented a request to, and received concurrence from, the Public Safety Subcommittee for design and construction of the Morrison Park Fire Station.

On March 23, 2010, the City Council approved the Agreement for Design Professional Consultant Services with STK Architecture, Inc. for architectural and engineering design and construction contract administration services for Morrison Park Fire Station.

DISCUSSION

The Morrison Park Fire Station is located on APN 487-370-017, owned by the City, at 13400 Morrison Street. The adjacent property along the north property line, APN 487-370-015, is owned by YMCA of Riverside City and County. This is the future site of the YMCA Youth Center. The Morrison Park Fire Station will be a two-bay fire station with a modified floor plan layout. The fire station will have two driveways accessing from Morrison Street. The northernmost driveway is located directly opposite to Rockport Drive to facilitate the traffic along Morrison Street. This northernmost driveway will be dedicated as a shared driveway between the Fire Station and the future YMCA Youth Center.

As part of the City Condition of Approval for construction of the Morrison Park Fire Station, the City of Moreno Valley and YMCA of Riverside City and County shall enter an Irrevocable Reciprocal Easement for Ingress and Egress to provide right of way for vehicular traffic entering the Fire Station and YMCA Youth Center through the northernmost driveway.

ALTERNATIVES

1. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and authorize the City Manager to execute said “Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will facilitate the construction of needed facilities.*

2. Do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and do not authorize the City Manager to

execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will result in the delay of needed facilities.*

FISCAL IMPACT

The project is funded using 2007 Redevelopment Agency Tax Allocation Bond Series A proceeds (Fund 897) that were specifically allocated for the design and construction of the Morrison Park Fire Station. These funds must be used for their intended purpose and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGET

Fiscal Year 2010/2011 (897.91729)	$6,276,000
Total Funding	**$6,276,000**

ESTIMATED PROJECT COSTS

Final Design/Environmental Assessment/Const. Administration Services (including 10% contingency)	$ 766,000
Inspection, Testing, Geotechnical, and Survey services	$ 155,000
Communications (Riverside County IT services)	$ 50,000
Construction (including furniture and furnishings)	$5,200,000
Administrative Costs (permits, utility fees, Plan Check staff, misc.)	$ 100,000
Total Estimated Project Cost	**$6,271,000**

PRELIMINARY PROJECT SCHEDULE

Design Phase	April 2010 - June 2011
Bid and Award	July 2011 – September 2011
Notice of Construction Award	October 2011
Begin Construction	November 2011
Complete Construction	October 2012
Occupancy	November 2012

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Staff recommends the City Council approve the Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for shared use of the driveway separating the YMCA and Morrison Park Fire Station properties.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-015
Attachment "C" Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-017

Prepared By:
Henry Ngo, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/
City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/
Assistant City Engineer

Concurred By:
Steve Curley
Fire Chief

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\Zurich\shared\PublWork\CapProj\CapProj\PROJECTS\Henry - 11-43472527 - Morrison Park Fire Station\CC Reports\YMCA Agreement - 03-22-11 -- Morrison Park Fire Station.doc

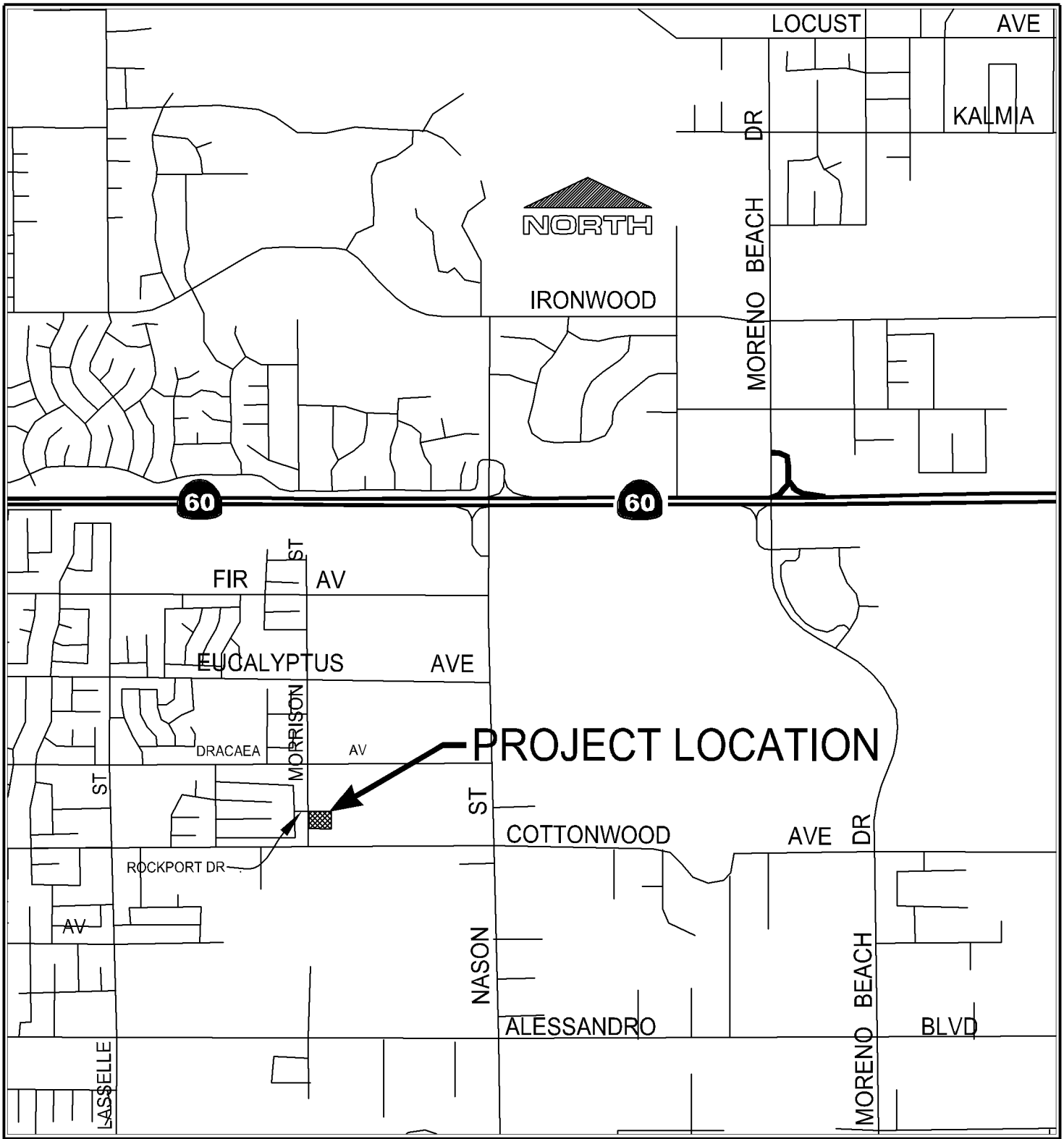

LOCATION MAP

Public WorksDepartment
Capital Projects Division

Scale: None

Attachment "A"

Morrison Park Fire Station

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MV00100037

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-015

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between YMCA of Riverside City and County ("Grantor") and City of Moreno Valley, A Municipal Corporation ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles exiting the Dominant Tenement from Morrison Street.

B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "B"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Southwest Corner of the Servient Tenement and the Norththwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantor agrees to not use this easement for a means of access for traffic during the construction of any site improvements on the Servient Tenement without written approval from the Grantee.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

YMCA of Riverside City and County

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

City of Moreno Valley, a municipal corporation

Grantee's Signature: _____ Date: _____

HENRY GARCIA, City Manager

Approved as to Form: _____ Date: _____

City Attorney

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-017

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between City of Moreno Valley, A Municipal Corporation ("Grantor") and YMCA of Riverside City and County ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

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EASEMENT

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A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles entering the Dominant Tenement from Morrison Street.

B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "C"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Northwest Corner of the Servient Tenement and the Southwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantee may not use this easement for a means of access for traffic during the construction of any site improvements on the Dominant Tenement, nor shall Grantee unreasonably interfere with the ability for ingress and egress to the Servient Tenement by the Grantor without written approval from the Grantor.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

City of Moreno Valley, a municipal corporation

Grantor's Signature: _____ Date: _____

HENRY GARCIA, City Manager

YMCA of Riverside City and County

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Approved as to Form: _____ Date: _____

City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: 2010 ANNUAL REPORT OF THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council:

1) **RECEIVE AND FILE** the 2010 Annual Report of the Planning Commission; and

2) **AUTHORIZE** transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

PLANNING COMMISSION RECOMMENDATION

The 2010 Annual Report was adopted by the Planning Commission on February 24, 2011, and is forwarded to the City Council in accordance with the California Government code.

BACKGROUND

The Government Code mandates an annual Planning Commission report be presented to the legislative body (City Council) on the progress of the General Plan and its implementing mechanisms. The attached 2010 Annual Report of the Planning Commission provides the City Council with a report of the Planning Commission's actions and endeavors for the last year as required by the California Government Code.

DISCUSSION

In 2010, the Planning Commission held public hearings on 8 applications to amend the Municipal Code and/or General Plan. In addition, the Commission acted upon 16 developer-initiated applications, which included Conditional Use Permits, Plot Plans, Development Agreements and Tentative Tract Maps. The Planning Division staff also processed 609 administrative applications which include such projects as: new construction not within 300' of residential, sign permits and home occupation permits and 82 plan check reviews.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Posting of City Council Agenda.

ATTACHMENTS/EXHIBITS

1) 2010 Annual Report of the Planning Commission.

Prepared By:
Grace Espino-Salcedo
Administrative Assistant

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
Community & Economic Development Department
Planning Division

Planning Commission
ANNUAL REPORT
To the City Council

JANUARY – DECEMBER 2010

ATTACHMENT 1

TABLE OF CONTENTS

ACKNOWLEDGEMENTS 3

MAJOR ACCOMPLISHMENTS 5

GENERAL PLAN IMPLEMENTATION 9

PROJECT ACTIVITY 12

ACKNOWLEDGEMENTS

ACKNOWLEDGEMENTS

CITY COUNCIL (Elected)	**DISTRICT**	**TERM EXPIRES**
Bonnie Flickinger, Mayor	4	November 2010
Robin Hastings, Mayor Pro-Tem	3	November 2012
William H. Batey II	5	November 2012
Jesse L. Molina	1	November 2012
Richard A. Stewart	2	November 2010

PLANNING COMMISSION (Appointed)	**TERM EXPIRES**
Rick De Jong, Chairperson	March 31, 2011
Ray L. Baker, Vice-Chairperson	March 31, 2013
Michael S. Geller	March 31, 2013
Richard Dozier	March 31, 2013
George Salas, Jr.	March 31, 2013
Maria Marzoeki	March 31, 2011
George Riechers	March 31, 2011

CITY MANAGER
Robert G. Gutierrez

DEPUTY CITY MANAGER
Rick Hartmann

COMMUNITY DEVELOPMENT DEPARTMENT
Kyle Kollar, Director

Planning Division
John Terell, AICP Planning Official
Darisa Vargas, Senior Administrative Assistant
Grace Espino-Salcedo, Administrative Assistant
Chris Ormsby, AICP Senior Planner
Mark D. Gross, AICP Senior Planner
Claudia Manrique, Associate Planner
Gabriel Diaz, Associate Planner
Jeffrey Bradshaw, Associate Planner
Julia Descoteaux, Associate Planner
Leticia Esquivel, Senior Permit Technician
Yahnel Bishop, Permit Technician
Summer Looy, Permit Technician

MAJOR ACCOMPLISHMENTS

MAJOR ACCOMPLISHMENTS

The Moreno Valley Planning Commission is committed to implementing the adopted General Plan, Development Code and Design Guidelines. The Development Code and Design Guidelines, combined with the adopted Landscape Development and Specifications, are the major tools to implement the General Plan.

The purpose of this Annual Report is to highlight significant accomplishments, summarize ongoing projects, and describe special studies that the Moreno Valley Planning Commission has been working on during the 2010 calendar year. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code.

Major Accomplishments in 2010 were:

Major development projects reviewed by the Planning Commission in 2010 were as follows:

- PA06-0173 (Plot Plan) Construction of 4,877 square feet neighborhood market located in the Village Commercial Zone (VC). Located at southeast corner of Alessandro and Redlands Boulevards (APNS: 478-430-002, 478-430-012, 013, 014 & 015).

- PA07-0147 (Plot Plan), PA07-0157 (Tentative Parcel Map No. 35837) Plot Plan for a 353,869 square foot warehouse distribution building on approximately 16.55 acres. The project includes a Tentative Parcel Map to merge the two existing parcels into one parcel. The site is zoned Light Industrial (LI) which allows for warehouse distribution facilities. Located at the northeast corner of Cactus Avenue and Joy Street.

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial © zones. Location: Citywide.

- PA07-0005 (Municipal Code Amendment), PA10-0004 (General Plan Amendment) Municipal Code Amendment to amend various chapters in Title 9 to change Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. A General Plan Amendment to revise 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre. Location: Citywide.

- PA09-0025 (Plot Plan), PA09-0043 (Tentative Parcel Map No. 36262) Plot Plan with hearing for a vehicle fueling station with eight pumps, a 4,000 square foot convenience store, and a 968 square foot automated drive through carwash on 1.77 acres in the Community Commercial (CC) zone. Located at the southwest corner of Alessandro Boulevard and Moreno Beach Drive.

- PA10-0012 (FY 2010-2011 Capital Improvement Plan Conformance with the General Plan) To make a finding that the Fiscal Year 2010-2011 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan. Various locations throughout the City of Moreno Valley.

- PA06-0185 (General Plan Amendment), PA06-0184 (Change of Zone), PA06-0183 (Tentative Tract Map No. 34748), P09-102 (Variance) Tentative Tract Map No. 34748 for a 135 single-family residential lot subdivision on 40 acres. This project includes a General Plan and Change of zone to change the land use from Business Park (BP) to Residential 5 (R5). Lot sizes will range from 7,200 square feet to 12,576 square feet. The proposed variance covers retaining walls on four lots (Lot Numbers 37, 38, 39 and 40) that are over three feet in height. Located at the southeast corner of Heacock Street and Gentian Avenue.

- PA08-0079 (Master Plot Plan), PA08-0080 (Plot Plan), PA08-0081 (Tentative Tract Map No. 36083) Tentative Tract Map No. 36083 to subdivide a 16.9 acres parcel into 6 pads for commercial retail use. Pad A will include a WinCo Supermarket (95,440 square feet) and Pad F additional retail space (14,800 square feet). No specific buildings have been submitted for the other four parcels. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0045 (Conditional Use Permit) Proposal for the installation of a 50-foot tall monopine telecommunications facility to include 12 antennas, 12TMA antennas, one microwave dish, tow GPS antennas and the associated ground equipment. The monopine and the equipment shelter will be located on the west side of Cottonwood Park in the Residential Agricultural 2 (RA2) zone. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.

- PA10-0021 (General Plan Amendment) General Plan Amendment to modify the City's Bikeway Plan. Location: Citywide.

- PA10-0031 (Municipal Code Amendment) Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding pharmacy land use to the Business Park Mixed-Use (BPX) zone. Location: Citywide.

- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

- PA09-0027 (Conditional Use Permit) Conditional Use Permit to allow Big 6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license from Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 a.m. and 8:30 p.m. Located at 21748 Cottonwood Avenue (APN: 263-160-037). ***(DENIED)***

Other Development Projects reviewed by the Planning Commission in 2010 as follow:

- P10-002 (Amended Plot Plan) Amended Plot Plan for modification of the original conditions of approval for Tentative Parcel Map No. 33275 to re-classify all public roads within the development as private and to eliminate the requirement for a public improvement agreement and security deposit. Located north of Alessandro Boulevard and west of Wilmot Street at Gifford Avenue and Curtis Street. ***(DENIED)***

- P10-020 (Conditional Use Permit) Construction of a new 8,700 square foot multipurpose/sanctuary located in the Community Commercial (CC) Zone. Located at 23750 Alessandro Boulevard (APNs: 296-300-005 & 296-300-007).

GENERAL PLAN IMPLEMENTATION

GENERAL PLAN IMPLEMENTATION

The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The amendments were approved by the Planning Commission and forwarded to the City Council for their approval.

The following General Plan Amendments were recommended for approval by the Planning Commission in 2010:

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial (C) zones. Location: Citywide.

- PA07-0005 (Municipal Code Amendment), PA10-0004 (General Plan Amendment) Municipal Code Amendment to amend various chapters in Title 9 to change Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. A General Plan Amendment to revise 2.4.6 by changing the density for the Residential/Office (R/) designation from 15 to 30 dwelling units per acre. Location: Citywide.

- PA10-0012 (FY 2010-2011 Capital Improvement Plan Conformance with the General Plan) To make a finding that the Fiscal Year 2010-2011 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan. Various locations throughout the City of Moreno Valley.

- PA06-0185 (General Plan Amendment), PA06-0184 (Change of Zone), PA06-0183 (Tentative Tract Map No. 34748), P09-102 (Variance) Tentative Tract Map No. 34748 for a 135 single-family residential lot subdivision on 40 acres. This project includes a General Plan and Change of zone to change the land use from Business Park (BP) to Residential 5 (R5). Lot sizes will range from 7,200 square feet to 12,576 square feet. The proposed variance covers retaining walls on four lots (Lot Numbers 37, 38, 39 and 40) that are over three feet in height. Located at the southeast corner of Heacock Street and Gentian Avenue.

- PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.

- PA10-0021 (General Plan Amendment) General Plan Amendment to modify the City's Bikeway Plan. Location: Citywide.

- PA10-0031 (Municipal Code Amendment) Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding pharmacy land use to the Business Park Mixed-Use (BPX) zone. Location: Citywide.

- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

PROJECT ACTIVITY

PROJECT ACTIVITY

SUMMARY OF PLANNING COMMISSION PROJECT ACTIVITY FOR THE PERIOD JANUARY 2010 THROUGH DECEMBER 2010

PROJECT TYPE	TOTAL PROJECTS REVIEWED
Amended Design Manual	0
Amended Plot Plan	1
Change of Zone	1
Conditional Use Permit	3
Conditional Use Permit Amendment	0
Development Agreement	0
Development Agreement Amendment	0
Municipal Code Amendment	4
General Plan Amendment	4
Modification to Conditions of Approval	0
Parcel Map	0
Plot Plan	4
Plot Plan Amendment	0
Reversion to Acreage	0
Specific Plan Amendment	0
Specific Plan Adoption	0
Tentative Parcel Map	2
Tentative Parcel Map Amendment	0
Tentative Tract Map	2
Tentative Tract Map Amendment	0
Tentative Tract Map Variance	0
Variance	1
Master Plot Plan and Related	1
10 Year Capital Plan Amendment	1
TOTAL PROJECTS	24

* This does not include Administrative Approvals that include such projects as: new construction not within 300' of residential, home occupation permits and signs. There were **609** Administrative Approvals and **82** plan check reviews in 2010.

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MV00100057

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: March 22, 2011

TITLE: Consideration of the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority

RECOMMENDED ACTION

Staff recommends that the City Council approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

BACKGROUND

The Western Riverside Regional Conservation Authority (RCA) was formed in 2004 to administer and implement the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). A joint powers authority, the RCA collectively acquires, administers, operates, and maintains land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the MSHCP. The RCA consists of the County of Riverside and the Cities of Moreno Valley, Lake Elsinore, Hemet, Perris, Riverside, Temecula, Corona, Banning, Beaumont, Norco, Calimesa, Murrieta, San Jacinto, Canyon Lake, Wildomar and Menifee. The City is represented on the RCA Board by Council Member William Batey.

DISCUSSION

The joint powers agreement for the Regional Conservation Authority was originally executed by the County of Riverside and 14 cities in 2004. In March, 2009, the agreement was amended to include the new cities of Wildomar and Menifee. At the February 7, 2011 meeting, the RCA Board of Directors approved the Fourth Amended and Restated agreement adding the City of Eastvale to the joint powers authority upon approval of all the member agencies.

ALTERNATIVES

1) Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff recommends this alternative.*

2) Not approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff does not recommend this alternative.*

FISCAL IMPACT

The proposed amendment to the agreement will have no fiscal impact to the City.

SUMMARY

The approval of the proposed Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority would indicate the City's approval to add the City of Eastvale to the RCA.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Exhibit "A": Letter dated February 7, 2011 and Fourth Amended and Restated Agreement

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Regional Conservation Authority
Western Riverside County

CITY MANAGER
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Board of Directors

Chairman
Jeff Stone
County of Riverside

Vice Chairman
Jim Hyatt
City of Calimesa

Kevin Bash
City of Norco

William Batey
City of Moreno Valley

Ben Benoit
City of Wildomar

John Benoit
County of Riverside

Roger Berg
City of Beaumont

Randy Bonner
City of Canyon Lake

Bob Buster
County of Riverside

Maryann Edwards
City of Temecula

Thomas Fuhrman
City of Menifee

Mike Gardner
City of Riverside

Linda Krupa
City of Hemet

Alan Long
City of Murrieta

John Machisic
City of Banning

Melissa Melendez
City of Lake Elsinore

Scott Miller
City of San Jacinto

Eugene Montanez
City of Corona

John Tavaglione
County of Riverside

Mark Yarbrough
City of Perris

Executive Staff

Charles Landry
Executive Director

3403 10th Street, Suite 320
Riverside, California 92501

P.O. Box 1667
Riverside, California 92502-1667

Phone: (951) 955-9700
Fax: (951) 955-8873
www.wrc-rca.org

February 7, 2011

The Honorable Richard A. Stewart, Mayor
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

RE: CITY COUNCIL ACTION REQUESTED – FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Dear Mayor Stewart:

The Board of Directors of the Western Riverside County Regional Conservation Authority, at their meeting of February 7, 2011, approved the Fourth Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the Western Riverside County Regional Conservation Authority. Said amended agreement would add the City of Eastvale to the joint powers authority once all of the member agencies have adopted the proposed amended agreement.

Enclosed is the proposed Amended and Restated JPA along with 26 signature pages for the City of Moreno Valley. We are requesting 26 original signatures in order that all of the member agencies may be provided with a fully executed original of the JPA. Each member agency must place the item on the agenda for approval. Once it is approved, please return the JPA with the 26 original signature pages to me. Once all of the signature pages are received, each member agency will be provided with a fully executed original JPA for their records.

Your expeditious approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement would be greatly appreciated in order that the City of Eastvale may become a member agency of the Western Riverside County Regional Conservation Authority as soon as possible. Should you have any questions, please feel free to call me at (951) 955-9700.

Sincerely,

Honey Bernas
Director of Administrative Services

Enclosures: Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority with 26 Signature Pages

cc: Jane Halstead, City Clerk
Henry T. Garcia, City Manager

Exhibit "A"

FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

This Joint Powers Agreement dated _____, 2011 is made by and between the COUNTY OF RIVERSIDE, and the Cities of BANNING, BEAUMONT, CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE, MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO, TEMECULA and WILDOMAR, hereinafter sometimes referred to collectively as "Parties," for the purpose of acquiring, administering, operating and maintaining land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the Western Riverside County Multiple Species Habitat Conservation Plan, hereinafter referred to as the "MSHCP."

RECITALS

WHEREAS, the Cities and the County, hereinafter sometimes jointly referred to as "Parties", are authorized and empowered to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act"; and

WHEREAS, the County and the Cities each have the authority and power to prepare and implement habitat conservation plans for the protection of rare, threatened and endangered species, and to acquire, own, maintain and operate habitat reserves for such species in connection with said habitat conservation plans; and

WHEREAS, the formation of a single public agency would most efficiently serve the interests of the County and Cities by allowing the County and the Cities to jointly exercise the aforementioned powers; and

WHEREAS, the County in consultation with the Cities has prepared the MSHCP; and

WHEREAS, the County and the Cities desire to organize themselves pursuant to

this Joint Powers Agreement, hereinafter referred to as the "Agreement", to implement the MSHCP should the MSHCP ultimately be approved by the County and Cities; and

WHEREAS, the original Joint Powers Agreement was dated January 27, 2004 and was entered into between the County of Riverside and fourteen (14) cities in western Riverside County; and

WHEREAS, the Cities of Menifee and Wildomar became member agencies on April 7, 2009; and

WHEREAS, the parties and the City of Eastvale desire that the City of Eastvale become a member of the Western Riverside County Regional Conservation Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. **Purpose**. The purpose of this Agreement is to create a public agency to acquire, administer, operate and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP in the event the MSHCP is approved by the County and Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law").

Section 2. **Creation of the Authority**. Pursuant to the Act and the Bond Law, there is hereby created a public agency to be known as the "Western Riverside County Regional Conservation Authority," hereinafter referred to as the "RCA." The RCA shall be a public agency, separate and apart from its members, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. **Powers.** In carrying out the purpose of this Agreement, the RCA shall have the following powers:

A. To make and enter into contracts;

B. To employ agents, consultants, attorneys and employees;

C. To acquire property, and any interest in property, both real and personal by purchase, gift, option, grant, bequest, devise or otherwise, and hold and dispose of such property;

D. To conduct and direct studies and to develop and implement plans to complement, modify or supplement the MSHCP;

E. To incur debts, liabilities, and obligations;

F. To sue and be sued in its own name;

G. To employ reserve managers and other personnel to operate, maintain, and administer the habitat reserves established through implementation of the MSHCP;

H. To be an applicant, make applications for, and receive grants from governmental and private entities and to participate in State bond issues;

I. To prepare project reports and applications, to qualify for grants, and to enter into grant contracts and to do all other things necessary to comply with State and Federal laws and regulations with respect to grants;

J. To borrow or receive advances of funds from its members or from such other sources as may be permitted by law;

K. To contract with its members and other entities who operate or will operate the habitat reserves established through implementation of the MSHCP;

L. To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses to carry out the powers of the RCA;

M. To acquire, hold, and dispose of equipment;

N. To lobby state and federal governments and their officials as well as private entities to obtain funding for implementation of the MSHCP and employ individuals or entities to conduct such lobbying activities on its behalf; and

O. To exercise the powers granted to it under the Act, including, but not limited to, the Bond Law and the powers common to each member, as may be necessary to accomplish the purposes of this Agreement.

P. To invest money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code.

Section 4. **Term.** The term of this Agreement shall continue until terminated by the Parties hereto by their mutual written consent as set forth in Section 5 of this Agreement.

Section 5. **Termination, Withdrawal and Amendment.**

A. This Agreement shall be automatically terminated and considered null and void in the event the MSHCP is not approved by the County and the Cities or appropriate permits are not issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

B. Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal. This Agreement shall thereupon be deemed automatically amended to reflect the withdrawal of said Party from the RCA and this Agreement. Upon withdrawal of any Party from the RCA and this Agreement, the withdrawing Party shall not receive any distribution, partial or otherwise, of any cash or other assets of the RCA.

C. Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to add new Parties; or (2) amended to change any portion of this Agreement. Alternatively, any Western Riverside County city may become a party to the Authority upon such terms

and conditions as established by the Board or Executive Committee. Any Western Riverside County city shall become a party to the Authority by the adoption by the city council of this Agreement and the execution of a written addendum to this Agreement agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board or Executive Committee.

D. The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. Pursuant to California Government Code Sections 6511 and 6512, upon completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, may be returned to the then Parties to the Agreement in proportion to the contributions made, or in the alternative, may be transferred to any local, state, federal or private entity who agrees to assume the duties and obligations of the RCA. However, any distribution of assets shall be subject to the prior discharge of enforceable liability against the RCA. Subject to the foregoing, each Parties proportionate share shall be based upon each Parties contributions to the RCA submitted to the RCA in accordance with Sections 17.A. and B. below.

Section 6. <u>RCA Board and Membership</u>. This Agreement and the authority hereby created shall be administered by the governing body of the RCA which shall be known as the "Board of the Western Riverside County Regional Conservation Authority" hereinafter referred to as the "Board."

The regular members of the Board shall be the five members of the Riverside County Board of Supervisors and one member from each incorporated city who is signatory to the Agreement. Written notification of the appointment of a City representative shall be provided to the Chairperson of the Board.

Each member of the Riverside County Board of Supervisors may appoint an alternate member and each City may appoint one alternate member. Each regular member and alternate City appointed member must hold an elective office on the

respective governing body appointing the regular or alternate member. The Board of Supervisors may appoint a city council member of a member city to represent each Board of Supervisor member as an alternate at meetings of the RCA Board or committees. Notwithstanding the prior sentence, in no event shall the same person serve as a city representative and alternate for the Board of Supervisor's member of the same meeting. Notice of the appointment of an alternate shall be made in writing to the chairperson of the RCA Board. In the absence of a regular member, the alternate member shall, if present, participate in a meeting of the Board the same as if the alternate member were the regular member.

Regular members and alternate members shall serve on the Board during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a regular or alternate member's position on the Board shall automatically terminate if and when the term of the elected public office of such regular or alternate member is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the Board of the name of the replacement regular or alternate member.

Regular members and alternate members, if participating in a meeting of the Board on behalf of a regular member, shall be entitled to compensation for participation in meetings of the Board and necessary traveling and personal expenses incurred in the performance of the member's duties as authorized by the Board. Such compensation shall be fixed by resolution of the Board.

Section 7. <u>Meetings of the RCA Board</u>.

A. **<u>Meetings.</u>** The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be provided to the governing body of each of the Parties and with each Party's designated regular and alternate member. Special meetings and adjourned meetings may be held as required or permitted by law.

B. **Ralph M. Brown Act.** All meetings of the Board, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

C. **Quorum and Voting.** A majority of the members of the Board shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board. Each regular member or alternate member acting in the place of a regular member shall have one vote at meetings of the Board. However, any member of the Board, immediately after a vote of the Board and prior to the start of the next item on the agenda may call for a weighted vote. For an item to be passed by weighted vote, all of the following requirements shall be met:

I. the item shall be approved by a majority of the Board members present at the meeting who represent the Riverside County Board of Supervisors, who each shall have one vote;

II. the item shall be approved by a majority of the Board members present at the meeting who represent Cities, who each shall have one vote; and

III. the item shall be approved by Board members present at the meeting who represent Cities representing a majority of an equal combination of 1) the population of the county living in incorporated areas within the boundaries of the MSHCP Plan area, and 2) the number of acres currently within the Criteria Cells in the incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Eastvale – 1,024 acres; Hemet – 1,158 acres; Lake Elsinore – 14,336 acres; Menifee – 249 acres; Moreno Valley – 2,325 acres; Murrieta – 8,726 acres; Norco – 734 acres; Perris – 3,181 acres; Riverside – 1,201 acres; San Jacinto – 4,580 acres; Temecula – 3,899 acres; and Wildomar – 4,151 acres. Population data shall be determined through California Department of Finance estimates, adjusted annually.

In addition, the Board may, through resolution, revise the above-referenced number of acres due to the addition of a new member entity or other appropriate adjustments as the Board deems necessary.

D. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the RCA.

Section 8. Officers. The Board shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year. Additionally, at its first meeting and at the first meeting held in each succeeding calendar year shall, the Board shall select any other officers it deems appropriate. In the event an officer resigns or ceases to be an officer, the Board shall select a replacement therefore at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

A. **Treasurer.** The treasurer of a member agency shall serve as the treasurer of the RCA. The Board pursuant to the adoption of a resolution shall appoint the treasurer of a member agency to serve as the Treasurer. The Treasurer shall have the custody of the RCA money and disburse RCA funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Board. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the RCA and place in the Treasury of the Treasurer to the credit of the RCA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all RCA money so held; pay, when due, out of money of the RCA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the RCA or Board; verify and report in writing on the first day of July, October, January and April of each year to the RCA the amount of money held for the RCA, the amount of receipts since the last report,

and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

B. **Controller.** The Finance Director of a member agency shall serve as the Controller of the RCA. The Board pursuant to the adoption of a resolution shall appoint the finance director of a member agency to serve as the Controller. The Controller shall draw warrants to pay demands against the RCA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of al receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the RCA in the possession of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the RCA, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of the RCA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the RCA available for such purpose. The Board by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Section 9. MSHCP Advisory Committee. Within thirty (30) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department

of Fish and Game for the MSHCP, the Board shall form an MSHCP Advisory Committee. The MSHCP Advisory Committee shall consist of the Riverside County Habitat Conservation Agency (RCHCA) Board of Directors and one representative from each City who is not a member of the RCHCA. Within six (6) months of execution of this Agreement, or at any time thereafter, the Board may review the RCA organizational structure established by this Agreement to determine if it is facilitating MSHCP implementation.

Section 10. Executive Director. The Board shall retain an Executive Director to administer the MSHCP in compliance with the duties and responsibilities set forth in Sections 5.0 and 6.0 of the MSHCP. As required by the MSHCP, the RCA shall initially contract with the County of Riverside to provide an appropriate department or individual to act as the Executive Director within thirty (30) days of the formation of the RCA. The appropriate department or individual shall be recommended by the County's Executive Officer and considered by the Board. It is understood by the Parties to this Agreement that the Board may accept or reject the County Executive Officer's recommendation of an appropriate department or individual to serve as the Executive Director. This contract shall be for an initial term of three (3) years. At least six (6) months prior to the expiration of this initial contract term, the Board shall review the County department's or individual's performance as Executive Director. Based upon this review, the Board may elect to extend the contract with the County or select an alternative entity or individual for the Executive Director position upon expiration of the initial term.

Section 11. RESERVED

Section 12. Monitoring Program Administrator. Upon issuance of the permits for the MSHCP by the U.S. Fish and Wildlife Service and California Department of Fish and Game and for a period of eight (8) years thereafter, the California Department of Fish and Game shall serve as the Monitoring Program Administrator for the MSHCP. The Monitoring Program Administrator shall be responsible for implementing the monitoring program contained in Section 5.0 of the MSHCP and shall perform all duties

and responsibilities as set forth in Sections 5.0 and 6.0 of the MSHCP. Thereafter, the Board may elect to have the Department continue acting in the capacity or shall select an alternative individual or entity for this position if the Board determines that the Department cannot adequately perform the duties and responsibilities of this position.

Section 13. Reserve Managers. The Board shall retain at least one Reserve Manager to manage lands owned by the RCA within the MSHCP Conservation Area. This Reserve Manager(s) shall report to the Executive Director and shall perform all the duties and responsibilities set forth in Section 5.0 and Section 6.0 of the MSHCP. Additionally, Reserve Managers managing lands owned by any Party to this Agreement that are within the MSHCP Conservation Area shall report to the Executive Director.

Section 14. Independent Science Advisors. The Board shall retain, as appropriate, independent science advisors who are qualified biologists and conservation experts with expertise in species covered by the MSHCP and their habitats. Additionally, to the extent feasible, the independent science advisors shall have experience in land management. Independent science advisors shall be retained on an annual basis, shall report to the Executive Director and shall comply with the duties and responsibilities set forth in Section 6.0 of the MSHCP.

Section 15. Funding Coordination Committee. Within one hundred and twenty (120) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department of Fish and Game for the MSHCP, the Board shall form a Funding Coordination Committee to provide recommendations to the Board on local funding priorities and local MSHCP Conservation Area acquisitions. Members of this committee shall be appointed by the Board and shall consist of, at a minimum, representatives of the Parties to this Agreement, the U.S. Fish and Wildlife Service, and the California Department of Fish and Game. To the extent feasible, members of the Funding Coordination Committee shall have expertise in real estate or land use planning and/or experience implementing large scale conservation programs.

The Funding Coordination Committee shall make recommendations to the Board through the Executive Director on local land acquisitions and funding priorities. Additionally, this Committee shall provide a forum to discuss land acquisition priorities of the U.S. Fish and Wildlife Service and California Department of Fish and Game and acquisitions by other entities using non-local sources of revenue. The Board shall establish policies under which the Funding Coordination Committee shall make recommendations to the Board. Such policies shall include conflict of interest guidelines for the Committee members.

The Planning Directors of each Party to this Agreement shall receive prior notice of all meetings of the Funding Coordination Committee. Such notice shall include a meeting agenda and a list of potential acquisition sites, if applicable. The Planning Directors or their designated representatives may participate in Committee meetings, as appropriate.

Section 16. <u>Reserve Management Oversight Committee</u>. The Reserve Management Oversight Committee (RMOC) shall be formed within sixty (60) days of the effective date of the contract between the RCA and the County concerning the establishment of an Executive Director. The RMOC shall be composed of, at a minimum, one representative appointed by each of the following entities:

A. U. S. Fish and Wildlife Service,

B. California Department of Fish and Game,

C. Riverside County Regional Parks and Open Space District,

D. Bureau of Land Management,

E. U.S. Forest Service,

F. California Department of Parks and Recreation,

G. RCA, and

H. Up to five (5) other private or public agencies or entities that own or manage land within the MSHCP Conservation Area.

The RMOC shall serve as the intermediary between the Reserve Managers and the decision making function of the RCA. The Executive Director shall serve as chair of the RMOC.

Section 17. Rules and Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Act, the Bond Law, and the laws of the State of California applicable to a general law city shall govern the RCA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said city in the manner of exercising such powers, as required by Government Code Section 6509. The Board, at its first meeting or as soon thereafter as may be possible, shall adopt such rules and regulations as the Board may deem necessary for the conduct of the RCA's affairs. Among these rules shall be a conflict of interest code and a purchasing ordinance. The Board may, as it deems appropriate, review and revise these rules and regulations.

Section 18. Fiscal Year. The fiscal year of the RCA shall be the period commencing on July 1 of each year and ending on and including the following June 30.

Section 19. Contributions/Estimated Budget.

A. Contributions of Development Mitigation Fees. The Parties to this Agreement shall impose a development mitigation fee on all new development to support the acquisition of additional reserve lands pursuant to the MSHCP. All development mitigation fees collected by the Parties shall be forwarded to the RCA within ninety (90) days after receipt by each Party. The RCA may, in its discretion, conduct an audit of the development mitigation fees collected by any Party to this Agreement.

B. Other Contributions. The RCA may accept contributions of money or property from the Parties or other individuals or entities including but not limited to contributions from Parties, MSHCP Permittees and Special Participating Entities who obtain take authorization under the MSHCP for public utility, schools, transportation, flood control and other public infrastructure projects. Additionally, a Party may hold and

manage its own property as a contribution to implementation of the MSHCP and the MSHCP Conservation Area. Landfill Tipping Fees and Density Bonus Fees collected by the County may be contributed to the RCA on an annual basis subject to the discretion of the Board of Supervisors.

C. Use of Contributions. When approved by the Board, revenues received by the RCA, including without limitation, fees and other contributions, shall be used to implement the MSHCP. In addition, the RCA shall reimburse the County for any and all litigation costs, including but not limited to attorneys fees, incurred in defense of any legal challenge concerning the adoption of the MSHCP or any related actions as well as any costs incurred to establish the Executive Director and any other necessary staff prior to entering into the contract contemplated in Section 10 of this Agreement.

D. Budget. The annual budget for the RCA shall be prepared by the Executive Director. The annual budget shall be based on an estimate of the amount of revenue necessary to implement the MSHCP during the ensuing fiscal year and shall consider necessary land acquisition, improvements, maintenance, management, monitoring, administration, and operation costs during the current fiscal year as such costs are set forth in the then current approved budget for the RCA.

Section 20. <u>MSHCP Reporting Requirements</u>. In order to assist in the preparation of the annual report required to be prepared by the RMOC and submitted to the USFWS, CDFG, and RCA as set forth in the MSHCP and Implementing Agreement, the Parties shall on a monthly basis provide the following information to the RCA:

A. grading permit activity including the number of the permit issued, the location of the development site identified by assessor's parcel number, and the amount of acreage disturbed;

B. single family home and mobile home construction activity within the Criteria Area including the number of the grading, building, site preparation or installation permit issued and the location of the development site identified by assessor's parcel number;

C. development mitigation fee collection including identification by assessor's parcel number of the project for which the fee was collected, the amount of the fee paid, and any exemptions or credits that may have been included in any calculation of the fee; and

D. any other information required to comply with the provisions of the MSHCP as may be determined necessary by the Executive Director.

In addition, the County shall submit on an annual basis all information contained in the Existing Agricultural Operations Database including the amount of new agricultural land, if any, added to the Database as well as any documentation concerning the expansion of agricultural operations within the Criteria Area.

Section 21. Joint Project/Acquisition Review Process. To ensure that the requirements of the MSHCP and its Implementing Agreement are properly met, a joint project/acquisition review process shall be instituted by the RCA. This process is set forth in Section 6 of the MSHCP.

Section 22. Liabilities. Except as may be provided herein, the debts, liabilities and obligations of the RCA shall be the debts, liabilities and obligations of the RCA alone, and not of the Parties to this Agreement.

Section 23. Indemnification. Provided that a Party has acted in good faith and in accordance with this Agreement, the approved MSHCP and its Implementing Agreement and the Permits, the RCA shall defend, indemnify and hold such Party free and harmless from any loss, liability or damage incurred or suffered by such Party by reason of litigation arising from or as a result of any of the following: the Party's development mitigation fee ordinance; the Party's participation in the RCA; actions taken to approve and/or implement the MSHCP; claims of inverse condemnation or unconstitutional takings against a Party; or any other act performed or to be performed by the Party pursuant to this Agreement, the MSHCP, its Implementing Agreement or the Permits; provided, however, that such indemnification or agreement to hold harmless

pursuant to this Section shall be recoverable only out of RCA assets and not from other Parties.

Section 24. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

A. Regional Conservation Authority
Executive Director
3403 10th Street, Suite 320
Riverside, CA 92501
(951) 955-9700
(951) 955-8873 fax

B. County of Riverside
Transportation and Land Management Agency
Agency Director
4080 Lemon Street, 7th Floor
Riverside, CA 92501
(951) 955-6742
(951) 955-6879 fax

C. City of Banning
City Manager
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3103
(951) 922-3128 fax

D. City of Beaumont
City Manager
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
(909) 769-8526 fax

E. City of Calimesa
City Manager
908 Park Ave
Calimesa, CA 92320
(909) 795-9801
(909) 795-4399 fax

F. City of Canyon Lake
City Manager
31516 Railroad Canyon Road

Canyon Lake, CA 92587
(951) 244-2955
(951) 246-2022 fax

G. City of Corona
City Manager
P.O. Box 940
Corona, CA 92878
(951) 736-2371
(951) 736-2493 fax

H. City of Eastvale
City Manager
6080 Hamner Avenue, Suite 103
Eastvale, CA 91752
(951) 361-0900
(951) 361-0888 fax

I. City of Hemet
City Manager
445 E. Florida Avenue South
Hemet, CA 92543
(951) 765-2300
(951) 765-3785 fax

J. City of Lake Elsinore
City Manager
130 S. Main Street
Lake Elsinore, CA 92530
(951) 674-6727 ext. 261
(951) 674-2392 fax

K. City of Menifee
City Manager
29683 New Hub Drive, Suite C
Menifee, CA 92586
(951) 672-6777

L. City of Moreno Valley
City Manager
P.O. Box 88005
Moreno Valley, CA 92553
(951) 413-3008
(951) 413-3760 fax

M. City of Murrieta
City Manager
24601 Jefferson Avenue

Murrieta, CA 92562-9755
(951) 698-1040
(951) 698-9885 fax

N. City of Norco
City Manager
2870 Clark Avenue
Norco, CA 92860
(951) 270-5611
(951) 270-5622 fax

O. City of Perris
City Manager
101 North D Street
Perris, CA 92570
(951) 657-5882
(951) 657-1087 fax

P. City of Riverside
City Manager
3900 Main Street
Riverside, CA 92522
(951) 826-5991
(951) 826-5470 fax

Q. City of San Jacinto
City Manager
595 S. San Jacinto Avenue, Building B
San Jacinto, CA 92583
(951) 487-7342
(951) 654-3728 fax

R. City of Temecula
City Manager
PO Box 9033
Temecula, CA 92589-9033
(951) 694-6440
(951) 694-6499 fax

S. City of Wildomar
City Manager
23738 Clinton Keith Road
Wildomar, CA 92595
(951) 677-7751

The listed addresses shall serve as the official address for any notices until such time as any Party gives notice to all other Parties of a change in address in accordance with the terms of this section.

Section 25. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other party or to other persons or circumstances shall not be affected thereby.

Section 26. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement. Furthermore, the Parties hereto agree upon request to execute, acknowledge and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement.

Section 27. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 28. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 29. Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Section 30. Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 31. Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

Section 32. Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

Section 33. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Original JPA Approved January 27, 2004
Amendment No. 1 Approved April 29, 2007
Amendment No. 2 Approved March 11, 2008
Amendment No. 3 Approved April 7, 2009
Amendment No. 4 Approved _____, 2011

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Dated:_____ **COUNTY OF RIVERSIDE**

Attest:

_____ By:_____
Chairman, Board of Supervisors

Dated:_____ **CITY OF BANNING**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF BEAUMONT**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CALIMESA**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CANYON LAKE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF CORONA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF EASTVALE**

Attest:

_____ By:_____

Dated:_____ **CITY OF HEMET**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF LAKE ELSINORE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MENIFEE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MORENO VALLEY**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MURRIETA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF NORCO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF PERRIS**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF RIVERSIDE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF SAN JACINTO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF TEMECULA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF WILDOMAR**

Attest:

_____ By:_____

City Clerk Mayor

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MV00100085

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES.

BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET

DEVELOPER: MORENO VALLEY PROPERTIES
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve TM 34950-1, a final map for financing purposes.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On August 23, 2007 the Planning Commission of the City of Moreno Valley approved PA06-0105 (TTM 34950), a 665.5 gross acre tentative tract map for finance purposes containing the overall boundary of the Aquabella master plan development. The developer is now proposing to phase the overall tentative tract map. TM 34950-1

contains Lots 1 and 2 of TTM 34950 and is bounded by Brodiaea Avenue on the north, Cactus Avenue on the south, Lasselle Street on the west, and Morrison Street on the east.

DISCUSSION

TM 34950-1 is an 80-acre, two-parcel final map proposed for financing purposes. Therefore, no right-of-way dedications or improvements are required. Right-of-way dedications and improvements will be required at the time development is proposed through a separate planning application process.

ALTERNATIVES

1. Approve TM 34950-1, a final map for financing purposes. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Do not approve TM 34950-1, a final map for financing purposes. Do not authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *Not approving staff's recommendation would result in the disapproval of the developer's final map for financing purposes and the map not recording.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\3-22-11 - TM 34950-1 - Financing Map.doc

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MV00100089

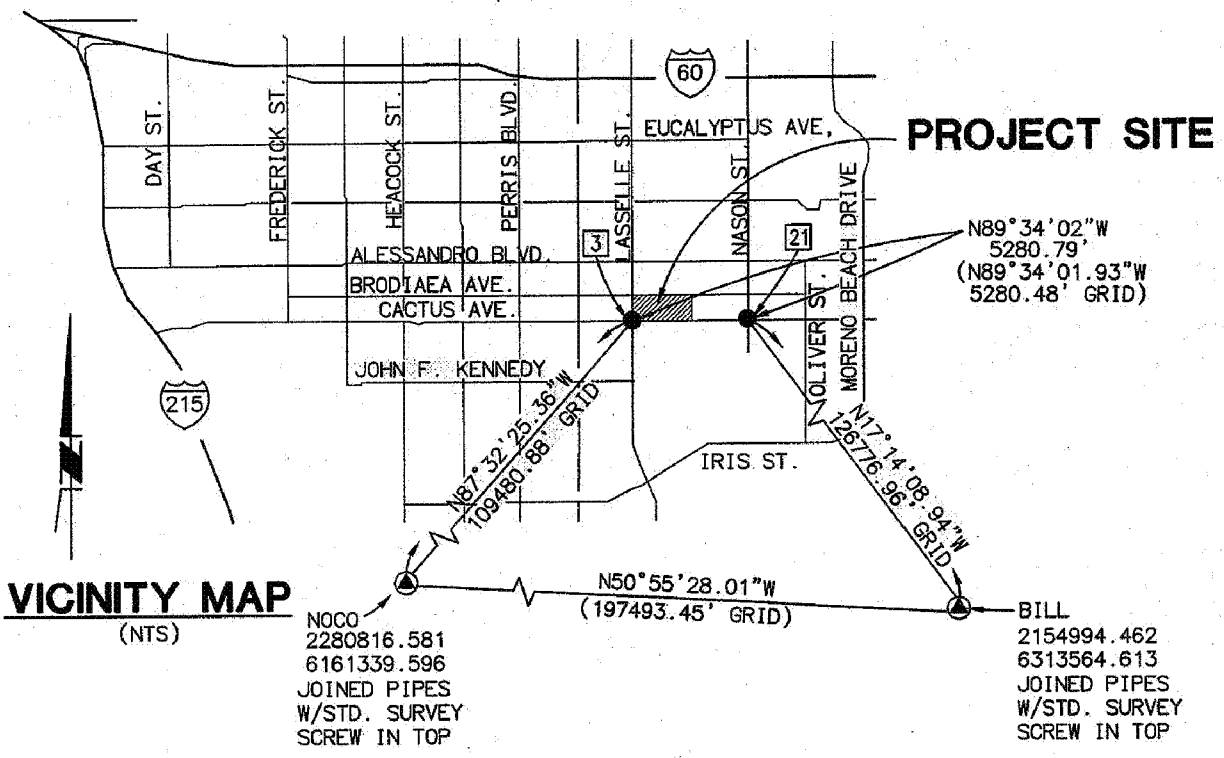

VICINITY MAP
(NTS)

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT "A"	**TR 34950-1** **LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\3-22-11 - TM 34950-1 - Exhibit A.doc

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MV00100091

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

BACKGROUND

CalTrans is accepting proposals for the Transportation Planning Grant Program for Fiscal Year 2011-2012. The grant application has a March 30th deadline.

DISCUSSION

The CalTrans Transportation Planning Grant Program has various components. The Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grant Programs provide funding for communities to plan for a closer connection between transportation and land use. Over the past 10 years, both programs have provided over 300 planning grants totalling over $45 million. These grants have been assisted in developing and studying the sustainability of land use plans to improve the quality of life for many Californians.

Upon an award, ninety percent (90%) of project costs are funded by the Caltrans grant. The remaining 10% is required from the grantee as a local match. Grant-funded products are expected to help foster sustainable economies, increase available affordable housing, improve housing/jobs balance, encourage transit oriented and mixed use development, expand transportation choices, and reflect community values.

Staff is proposing to use grant funds of $150,000 to complete items not covered by the recently received grant from SCAG's Compass Blueprint program for implementation of the Alessandro Boulevard Corridor Demonstration Project that was presented to the Council during the June 15, 2010 Study Session.

The Alessandro Boulevard Corridor Demonstration Project explored opportunities for mixed use transit-oriented development along Alessandro Boulevard. Alessandro Boulevard is an important regional transportation link for Moreno Valley, tying the Riverside County Regional Medical Center via a rapid bus transit line to the future Moreno Valley/ March Field Metrolink Station, as well as the Civic Center, City of Riverside, Meridian Business Park and future March Life Care.

At the time of submittal of this report, staff is still working on the wording of the final proposal of the Alessandro Boulevard Corridor Implementation Project in anticipation of the March 30th submittal deadline.

ALTERNATIVES

1. Approve the proposal as submitted.

2. Approve the proposal with modifications to address City Council concerns.

3. Deny the proposal.

FISCAL IMPACT

The fiscal impact to the City is the 10% local match required by Caltrans from the grantee. The grant proposal includes rezoning areas along Alessandro Boulevard to Residential 30 (R30) as identified in the recently approved General Plan Housing Element. The required environmental studies for the rezoning cannot be covered under the Caltrans grant. The related environmental/CEQA costs are anticipated to be funded by City housing funds, which would qualify as meeting the required match. Should the grant be awarded to the City, the 10% matching funds ($15,000) will be budgeted in RDA Housing Fund account number 894.91310.6291.293. There is no anticipated fiscal impact to the General Fund.

RECOMMENDATION

1. Adopt Resolution No. 2011-29 authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

NOTIFICATION

Posting of the Agenda

ATTACHMENTS/EXHIBITS

1. Resolution No. 2011-29

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100095

RESOLUTION NO. 2011-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR GRANT FUNDS FOR THE CALTRANS TRANSPORTATION PLANNING GRANT (FISCAL YEAR 2011-2012).

WHEREAS, the California Department of Transportation (CalTrans) has provided funds for the program shown above; and

WHEREAS, CalTrans has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by CalTrans require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with CalTrans to carry out the development of the proposal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Council of the City of Moreno Valley authorizes the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" under the CalTrans Transportation Planning Grant (Fiscal Year 2011-2012).

BE IT FURTHER RESOLVED, by the Council of the City of Moreno Valley, appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

BE IT FURTHER RESOLVED, Certifies that applicant understands the assurances and certification in the application.

BE IT FURTHER RESOLVED, Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so.

BE IT FURTHER RESOLVED, Certifies that the Proposal will comply with any applicable laws and regulations.

SIGNATURE PAGE FOLLOWS

Attachment 1

Resolution No. 2011-29
Date Adopted: March 22, 2011

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-29
Date Adopted: March 22, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2011-29
Date Adopted: March 22, 2011

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MV00100099

MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Towne Centre and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and

pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map

4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

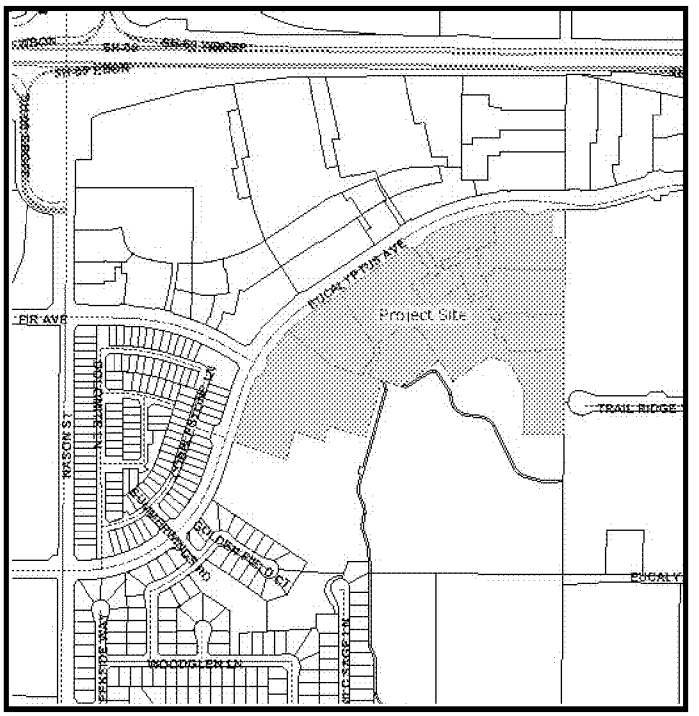

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.
CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

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ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00100117

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

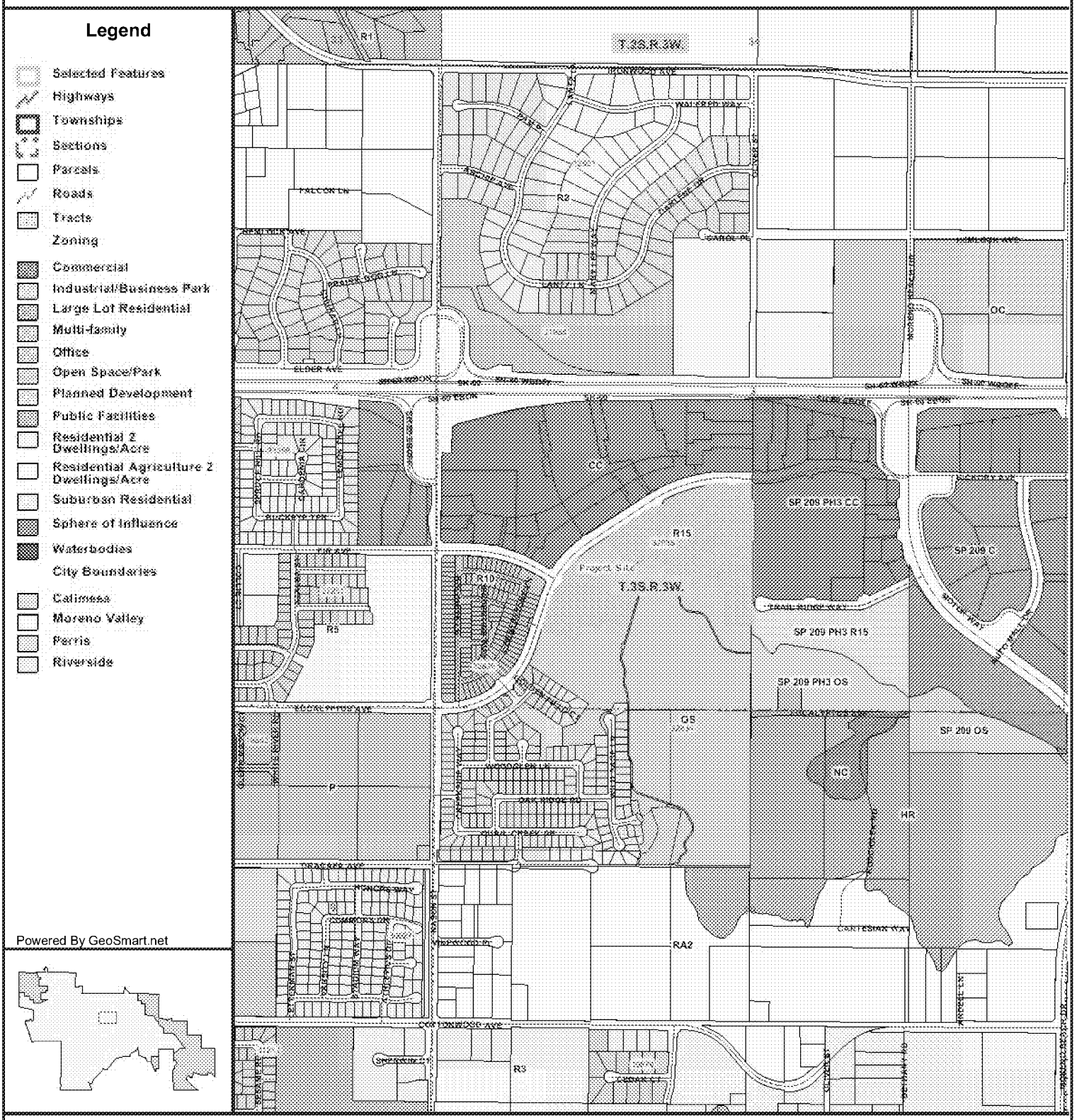

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

MV00100152

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MV00100153

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

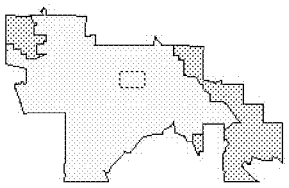

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ATTACHMENT 4

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MV00100155

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS (Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as "Nature Park" on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will consist of individual lots with detached single-family homes, common open space and private access roads. The non open space includes a recreation

building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

<u>Other Design Considerations</u>

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees along private streets and allow continual break-up of the project massing. In addition, trees will be clustered in strategic locations such as on corner lots, adjacent to

guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the Current Fees.

third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets development standards as allowed under Section 9.03.060 (Planned Unit

Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Act (CEQA) guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation District	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by:

Mark Gross, AICP
Senior Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. -297-ation building floor and elevatior

(provided in reduced format in Exhibit 6).

6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

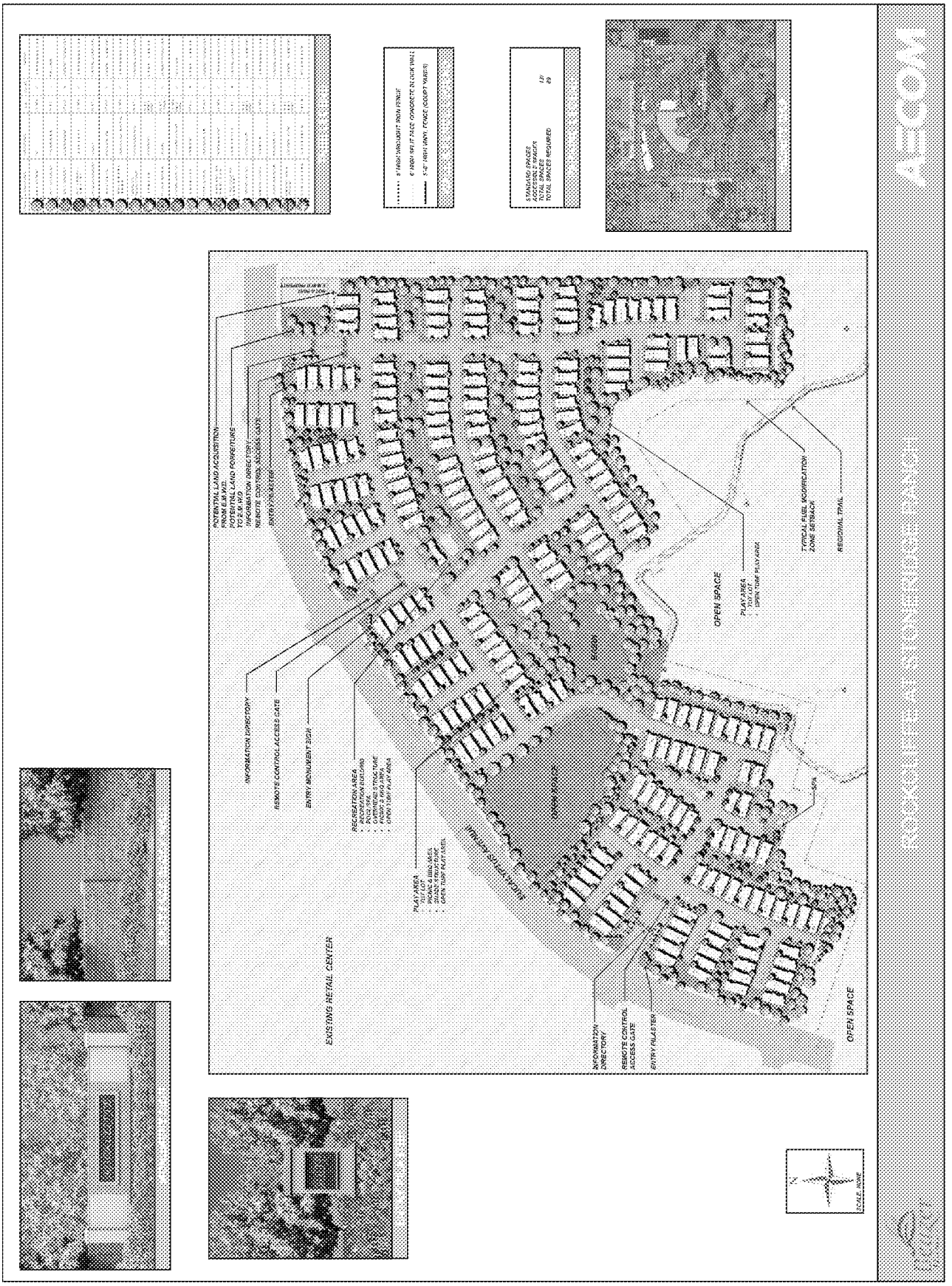

ATTACHMENT 7

Item No. E.1

MV00100176

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

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MV00100179

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

`FROM: Barry Foster, Economic Development Department Director

AGENDA DATE: March 22, 2011

TITLE: FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs, and
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

BACKGROUND

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley for use in programs that provide decent housing and/or provide a variety of social services for low to moderate income residents (see Attachment A for the 2010 Low Income Limits table). These grant programs are known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

Grants are provided on an annual basis to 'Entitlement Cities' (eligible, selected cities with a population exceeding 50,000 - Moreno Valley is classified by HUD as an Entitlement City), with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas.

HUD requires that Entitlement Cities (including Moreno Valley) prepare a Consolidated Plan that directs CDBG activities for a five year period. FY 2011/12 marks the fourth year of the City's FY 2008-2013 Consolidated Plan. Each year, Entitlement Cities must also adopt Annual Action Plan updates of the Consolidated Plan. The Annual Action Plan specifically identifies how the City will allocate both CDBG and HOME funds for the upcoming program year. The Annual Action Plan for FY 2011/12 must comply with the required public notifications and hearings and be received by HUD no later than May 12, 2011.

In accordance with HUD requirements, CDBG Target Areas must be established so that Entitlement Cities may concentrate their programs in areas determined to contain at least 51% of residents earning low and moderate incomes. For a map of the CDBG Target Areas see Attachment B.

Eligible CDBG grant activities can range from social services to capital improvements to economic development programs. HOME funds must be used towards the development of affordable housing activities. Attachment C details eligible and ineligible activities for both programs.

In past years, the City of Moreno Valley has used CDBG to fund a variety of eligible programs including capital improvement projects, code enforcement activities, social service programs, and economic development activities. CDBG regulations allow Entitlement Cities to dedicate up to a maximum 15% of their annual CDBG allocation to the provision of social services, which can include, but are not limited to the following:

- Fair Housing Services\Foreclosure Prevention Programs (Mandated by HUD)
- Career Development and Mid-Career Retraining
- Youth Programs
- Homeless Services
- Crime Prevention Programs

Social services can be provided directly by the Entitlement City or CDBG social service funds can be granted to certified non-profit organizations (known as subrecipients) to provide the desired services or programs.

DISCUSSION

2011/12 CDBG – AVAILABLE FUNDING

HUD has not yet released the allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocation for CDBG and a 9.5% reduction in the allocation for the HOME program. Based on that information, the CDBG allocation is estimated at $1,795,990 ($145,621 less than last years allocation of $1,941,611).The City estimates $269,398 (15% of the total estimated CDBG allocation) will be available for social services. Table 1, below, outlines the proposed CDBG budget based on anticipated allocation. HUD

limits expenditures for certain categories, such as social services and CDBG program administration. The limits and maximum allocations are noted below.

Table 1

FY 2011/12 CDBG ESTIMATED AVAILABLE FUNDING	
Funding Category	Funding Allocation
2011/12 CDBG Estimated Allocation	**$1,795,990**
TOTAL ESTIMATED CDBG FUNDS	**$1,795,990**
A. Program Administration (20% maximum of annual grant)	$359,198
B. Public Social Services (15% maximum of annual grant)	$269,398
C. Public Facilities & Improvements	$350,000
D. Rehabilitation	$10,000
E. Code Enforcement	$366,407
F. Economic Development	$440,987
TOTAL PLANNED CDBG EXPENDITURES	**$1,795,990**

APPLICATION PROCESS

The City must notify the public of available social service funding opportunities and conduct a public hearing to solicit public input regarding the proposed projects. In compliance, a Notice of Funding Availability for CDBG and HOME was published in the Press-Enterprise on January 3, 2011. CDBG and HOME social service applications were available at the City Hall and were mailed directly to interested parties. Applications were due on January 31, 2011.

A CDBG/HOME Technical Review Committee (TRC) comprised of staff was formed to review the CDBG Public Service applications. Prior to making recommendations, the TRC thoroughly evaluated the all applications based on: (1) conformance with federal requirements and City guidelines, (2) community needs identified in the City's Consolidated Plan, (3) priorities established by the City Council at the December 14, 2010 meeting, and (4) available funding resources.

Federal Requirements

HUD requires that at least 70% of the annual CDBG funds be allocated to projects that benefit low and moderate income persons. HUD also requires that CDBG projects meet at least one of three national objectives: (1) benefit persons of low and moderate

income; (2) improve slum or blighted conditions; or (3) respond to an emergency or urgent need.

City Guidelines
On a local level, the City Council has previously adopted guidelines for evaluating social service applications. These include:

- Priority to local providers over those organizations providing equivalent services outside the city.
- The minimum grant level is generally $5,000 for the CDBG Program and $25,000 for the HOME Program (the Council may approve lesser grant amounts).
- Programs should have other funding sources.
- Fair housing services, homeless services, social services, and youth career development, and crime protection programs shall be given funding priority.
- City projects will be given priority.

2011/12 RECOMMENDED CDBG PROJECTS AND PROGRAMS

All recommended CDBG projects and programs fall into one of the following categories:

- Program Administration
- Public Social Services
- Public Facilities and Improvements
- Code Enforcement
- Economic Development
- Rehabilitation

Attachment D provides recommendations for CDBG social service funding in FY 11/12. It includes a list of all CDBG social service applications received, the requested funding, and amount of funding recommended by the TRC.

1) CDBG PROGRAM ADMINISTRATION

HUD limits program administration costs to twenty percent (20%) of the annual CDBG allocation. The FY 2011/12 cap estimated for program administration is $359,198 (based on a total CDBG allocation similar to last year). Funding under this category provides for Economic Development Department staffing, along with the mandatory funding of Fair Housing Services (required by HUD). The Fair Housing Services include education regarding fair housing rights and

responsibilities, investigation of discriminatory practices, and landlord/tenant mediation.

2) PUBLIC SOCIAL SERVICES

Social services are subject to a fifteen percent (15% maximum) limit of the annual CDBG allocation. The maximum social service cap for 2011/12 is estimated at $269,398. Staff and the TRC reviewed a total of 28 public service applications, which were received from City departments, service providers, and non-profit organizations. The TRC conducted comprehensive evaluations of applications and provided a funding recommendation.

The projects recommended by the TRC reflect the community priorities adopted by the City Council on December 14, 2010. Social Service applications recommended for CDBG funding in FY 2011/12 encompass a wide range of programs and services including: 1) emergency and transitional shelter for homeless families; 2) youth, elderly and disabled adult services; 3) crisis counseling; and 4) emergency food distribution.

Please note in addition to recommending most of the programs the City Council previously funded, the TRC is also recommending funding one new program: Catholic Charities Emergency Services.

3) CODE ENFORCEMENT

City code enforcement is an important service partially funded by CDBG. Code Compliance officers provide proactive code compliance within the established CDBG-Target Areas. Code compliance efforts reduce blight and substandard housing conditions as well as promote improved property and building maintenance within the target areas. Staff is recommending maintaining Code Enforcement at approximately the same level as last fiscal year in order to continue their efforts.

4) ECONOMIC DEVELOPMENT

a. Employment Resource Center

In 2009/10, the City partnered with Riverside County Workforce Development to create a local Employment Resource Center (ERC) in Moreno Valley dedicated to providing unemployed or under-employed Moreno Valley residents with a convenient place where they could utilize computers and other standard office equipment, access the internet to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment free of charge. The ERC is very active and averages of over 180 visitors per day. It also has been used by new businesses (such as Burlington Coat Factory and O'Reilly

Automotive) to conduct employee recruitments. Staff is recommending $120,000 to continue providing this valuable service to the community.

b. Moreno Valley New Business Incentive Program

Funding is recommended for the continuation of the New Business Incentive Program intended to assist with the attraction of major employers to locate in the vacant space in the TownGate area, Centerpointe Business Park, and the Moreno Valley Industrial Area Specific Plan areas of the community, thereby creating new employment opportunities for low and moderate income residents. HUD allows Entitlement Cities to use CDBG funds to assist private, for-profit businesses through loans, grants or interest subsidies, so long as the activity provides a public benefit, which in this case would be the creation of full-time permanent jobs (of which 51% are held by or made available to low and moderate income persons) and the boosting of sales tax revenues.

2011/12 HOME PROGRAM – AVAILABLE FUNDING

The estimated FY 2011/12 HOME allocation is $603,264 ($63,325 less than last year's allocation of $666,589). The HOME Program generally funds city-sponsored programs. Program administration has a cap of 10% (or $60,326) of the total HOME allocation. In addition, a minimum of 15% (or $90,490) of the funds must be used by a Community Housing Development Organization (CHDO) to increase the supply of affordable housing for low-income families. Staff is recommending FY 2011/12 HOME funding as outlined in Table 2.

Table 2

FY 2011/12 ESTIMATED HOME ALLOCATION	
2011/12 HOME Estimated Allocation	**$603,264**
Total Estimated HOME Funds	**$603,264**
Program Administration (maximum 10% of allocation)	$60,326
FY 10/11 Community Housing Development Organization (or CHDO, requires 15% of allocation)	$90,490
Housing Projects and Programs	$452,448
Total Planned HOME Expenditures	**$603,264**

2011/12 RECOMMENDED HOME PROJECTS AND PROGRAMS

Attachment E provides program recommendations for HOME funding in FY 2011/12.

1) HOME PROGRAM ADMINISTRATION

Program Administration costs are subject to a ten percent (10%) cap. Grant funding under this category provides for Economic Development Housing program staffing.

2) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-A-SIDE

HUD mandates that a minimum of 15% of HOME funds be allocated toward affordable housing projects to be undertaken by qualified CHDOs. Over FY 11/12 an estimated $90,490 must be allocated to a CHDO for potential affordable housing projects.

3) HOUSING PROJECTS AND PROGRAMS

Utilizing HOME, the City is able to offer single family and multi-family rehabilitation projects and programs. The purpose of these types of projects is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

ALTERNATIVES

Alternative 1 - The City Council may conduct a public hearing and select social service programs and projects for funding as recommended by staff and the TRC. **Staff recommends this alternative because it adheres to HUD program requirements.**

Alternative 2 - The City Council may decline to conduct a public hearing and may choose not to fund any projects as recommended. ***Staff does not recommend this alternative because it could delay preparation, approval and submission of Consolidated/Annual Action Plan to HUD.***

Alternative 3 – The City Council may increase or decrease the recommended levels of funding for specific programs/projects for which the City received an application. ***Use of this alternative can only be utilized if any funding changes meet HUD requirements and conform to overall funding capability.***

FISCAL IMPACT

The estimated CDBG funding allocation for FY 2011/12 is $1,795,990. The estimated HOME funding allocation is $603,264. Both of these allocations are preliminary estimates and subject to the release of fund allocations from HUD. Together, these grants will provide for over 25 important projects and services. Please note that CDBG and HOME is a restricted funding source that must adhere to HUD requirements.

CDBG Accounts		$1,795,990
285	73952 CDBG Programs	
285	73852 CDBG Administration	
285	74052 Code and Neighborhood Enforcement	
176	77110 HOME	$603,264

The proposed program funding selections have NO impact on the City's General Fund. CDBG funding must be used in Target Areas that contain at least 51% of residents earning low to moderate incomes. Eligible programs or projects must meet one of three HUD national objectives, in accordance with City Council adopted community priorities.

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.

2. **PUBLIC SAFETY**
   Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. **POSITIVE ENVIRONMENT**
   The variety of community-based CDBG and HOME programs help develop a positive environment in the community.

4. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

SUMMARY

HUD will allocate to the City of Moreno Valley a grant to administer its Community Development Block Grant (CDBG) programs and HOME Investment Partnership (HOME) programs over the FY 2011/12 program year. CDBG funding is available to

address the needs of low-income persons/areas within the City. HOME funds are available to address affordable housing related needs.

Staff issued a Notice of Available Funding and as a result collected 34 applications (28 CDBG public service, 5 Non-Public Service, and 1 HOME application) requesting funding. HUD has not yet released the final allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocations for CDBG and a 9.5% reduction for HOME therefore; the CDBG allocation is estimated at $1,795,990 ($145,621 less than last year's allocation of $1,941,611). The estimated FY 2011/12 HOME allocation is $603,264 ($60,326 less than last year's allocation of $666,589). This report reviews public social service, affordable housing, and economic development programs recommended for funding by City staff and the Technical Review Committee. City Council selected CDBG and HOME programs will be incorporated into the FY 2011/12 Annual Action Plan.

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on March 7, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A	Income Limits
ATTACHMENT B	CDBG Target Area Map
ATTACHMENT C	Eligible/Ineligible Activities
ATTACHMENT D	CDBG Funding Recommendations
ATTACHMENT E	HOME Funding Recommendations

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Economic Development Department Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100189

ATTACHMENT A

2010 INCOME LIMITS

Effective April 2, 2010 – Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low Income	50%	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
60% Limits (HOME)	60%	$27,300	$31,200	$35,100	$39,000	$42,120	$45,240	$48,360	$51,480
Low Income	80%	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median Income	100%	$45,500	$52,000	$58,500	**$65,000**	$70,200	$75,400	$80,600	$85,800
Moderate Income	120%	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

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MV00100191

City of Moreno Valley CDBG Target Areas

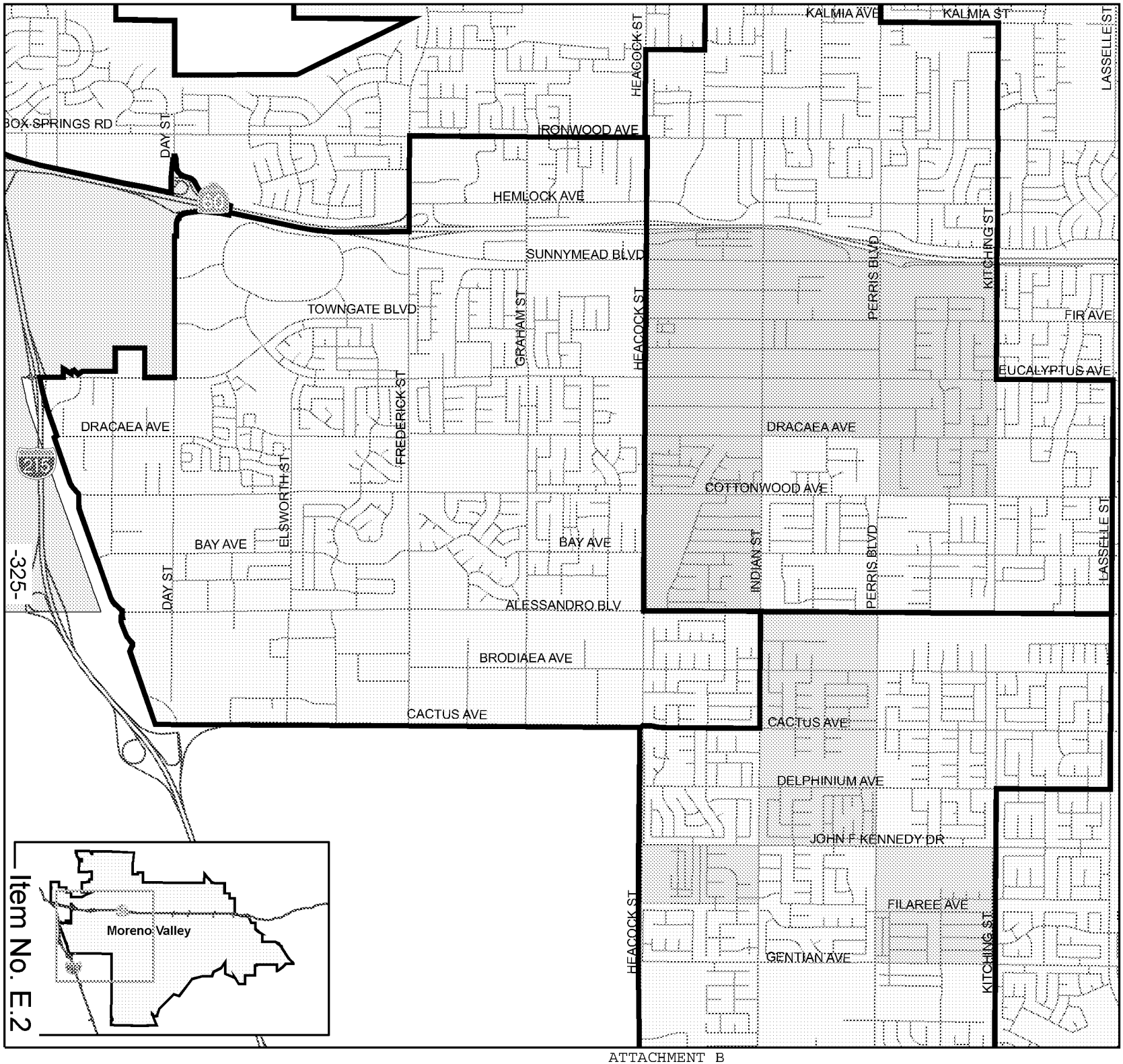

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

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MV00100193

ATTACHMENT C

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

Eligible HOME Activities

- Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

ATTACHMENT D – CDBG PROPOSED PROGRAMS
CDBG – FY 2011/12 – Total Anticipated Funding $1,795,990

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation
A.	ADMINISTRATION (20% CAP – $359,198)				
0	Administrative Staffing	$338,869	$295,530	$324,198	
1	Fair Housing Council of Riverside County (Fair Housing Administration)	$49,453	$53,960	$35,000	
	Subtotal	$388,322	$349,490	$359,198	
B.	PUBLIC SERVICES (15% CAP – $269,398)				
2	Community Foreclosure Prevention Workshops	$44,000	$30,000	$30,000	
3	Community Assistance Program (CAP) Food Program	$30,600	$34,220	$30,600	
4	Friends of the Moreno Valley Senior Center (MoVan) Transportation	$30,000	$30,000	$30,000	
5	Problem Orienting Community Policing (POP) Team	$28,241	na	$0	
6	Fair Housing Council of Riv County – Foreclosure Prevention\Mitigation	$25,000	$25,000	$21,798	
7	Fair Housing Council of Riv County Landlord Tenant Mediation Program	na	$15,000	$15,000	
8	Lutheran Social Services (MARB) Homeless Shelter	$15,000	$21,104	$15,000	
9	Path of Life Transitional Family Shelter (MARB)	$15,000	$30,000	$15,000	
10	PW Enhancement Center – Emergency Services Outreach	$15,000	$32,000	$15,000	
11	Neighborhood Clean-ups	$15,000	$15,000	$15,000	
12	Assistance League/Operation School Bell – Clothes/School Supplies	$10,000	$15,000	$10,000	
13	CASA for Riverside County Foster Youth Program	$10,000	$32,535	$10,000	
14	God's Helping Hand Ministries – Food Bank	$9,000	$10,000	$9,000	
15	Operation Safehouse Shelter for Youth	$8,000	$8,000	$8,000	
16	Alternatives to Domestic Violence Emergency Shelter & Services		$15,000	$7,500	
17	Riverside Area Rape Crisis Center – Child Abuse Prevention Program	$7,500	$7,500	$7,500	
18	Moreno Valley Community Educators – Tutoring Program	$6,400	na	$0	
19	ARC of Riverside – Disabled Adult Day Care Facility	$5,000	$20,000	$5,000	
20	Salvation Army –Food Program	$5,000	$10,900	$5,000	
21	Catholic Charities – Case Worker	na	$35,000	$15,000	
22	MVUSD High School Intervention Program	na	$10,500	$0	
23	Smooth Transition Literacy/Job Readiness/Life Skills Trng	na	$48,872	$0	
24	CVHC – Afterschool/Computer Program	na	$10,000	$0	
25	ReNu Hope Foundation – Pre School Bldg. Improvements	na	$19,413	$0	
26	Volunteer Ctr. '211' Telephone Referral Service	$5,000	$20,000	$5,000	
27	Volunteer Ctr. Rent Caurantee Program	na	$63,000	$0	
28	Alpha & Assoc. – Reclaiming Youth Intervention Program	na	$50,000	$0	
29	MCL Music Changing Lives – Youth Intervention/Music Program	na	$150,000	$0	
30	Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	$50,000	$0	
31	Leading Our World – Help the Streets Outreach Program	na	$1,105,000	$0	
	Subtotal	$283,741	$1,913,044	$269,398	
C.	PUBLIC FACILITIES & IMPROVEMENTS				
32	Street Improvement Project	na	$350,000	$350,000	
	Subtotal	$0	$350,000	$350,000	
D.	REHABILITATION				
33	Habitat for Humanity	$10,000	$10,000	$10,000	
	Subtotal	$10,000	$10,000	$10,000	
E.	CODE ENFORCEMENT				
34	Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390	$263,390	$263,390	
35	Code Enforcement – Foreclosure 'Strike Team'	$103,017	$103,017	$103,017	
	Subtotal	$366,407	$366,407	$366,407	
F.	ECONOMIC DEVELOPMENT				
37	MV New Business Incentive Program	$540,000	$525,000	$220,987	
38	Employment Resource Center	$145,641	$120,000	$120,000	
40	Youth Opportunity Center	$50,000	$25,000	$25,000	
41	Family Service Assoc. Meal Program Facilities	$50,000	$50,000	$25,000	
42	Small Business Development Center	$50,000	$50,000	$50,000	
	Subtotal	$835,641	$770,000	$440,987	
	GRAND TOTAL	$1,884,111	$3,748,941	$1,795,990	

※ New applicants ※ Organization serving homeless population ※ Recommended funding changes over previous year

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MV00100197

ATTACHMENT E
HOME - FY 2011/12 - Total Estimated Available Funding $603,264

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recomendation	City Council Approval
A.	ADMINISTRATION				
	Administrative Staffing (10% CAP - $60,326)	$66,600	$60,326	$60,326	
	Subtotal	$66,600	$60,326	$60,326	
B.	CHDO (MANDATORY)				
	(15% CAP - $90,490)	$99,900	$90,490	$90,490	
	Subtotal	$99,900	$ 90,490	$90,490	
C.	APPLICATIONS				
	Still under review				
	Subtotal				
D.	HOUSING				
	Reserve for Housing Projects and Programs	$522,000	$500,000	$452,448	
	GRAND TOTAL			$603,264	

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MV00100199

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. **Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)**

b. **Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)**

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MV00100201

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 22, 2011

TITLE: APPOINTMENT TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

On February 22, 2011, the City Clerk's Office posted a Notice of Opening for the Planning Commission one term expiring March 31, 2013. Appropriate time frames with respect to noticing vacancies were followed.

Eight applications were submitted and reviewed by the City Council. Four applicants were interviewed by the City Council on February 23, 2011. In alphabetical order, the selected applicants to be placed on the ballot for consideration of appointment are as follows:

Gary E. Baugh, Rick De Jong, and Carlos Ramirez.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Opening
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Interviewed on February 23, 2011

Gary E. Baugh

Rick De Jong

Alvin C. Horn

Carlos Ramirez

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MV00100205

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City

Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Southeastern Calif Conf Sev Day Adventist Church (APN 484-030-015) and Buddhadhammo Temple (APN 488-210-014), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD median program specific to these projects, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 22, 2011 and the Public Hearing on April 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APNs 484-030-015 and 488-210-014 were estimated based on the proposed fully improved Alessandro Blvd. and Nason St. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APNs 484-030-015 and 488-210-014 shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Southeastern Calif Conf Sev Day Adventist Church APN 484-030-015 (and any division thereof)	$205 per parcel	$1,579.60
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	$205 per parcel	$1,254.11

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds

collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The Property Owners are being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple.

NOTIFICATION

On February 8, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the Property Owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the March 22, 2011, Public Meeting and April 12, 2011, Public Hearing was published in The Press-Enterprise on March 3, 2011. Additionally, the Public Hearing notification will be published on March 24 and again on March 31, 2011.

ATTACHMENTS

Attachment 1: Southeastern Calif Conf Sev Day Adventist Church mail ballot packet
Attachment 2: Buddhadhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100211

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Abel Cordero
c/o Southeastern Calif Conf Sev Day Adventist
26121 Camelot Ave
Loma Linda, CA 92354

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 484-030-015

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 484-030-015 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 484-030-015 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,579.60 for the proposed Alessandro Blvd. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 484-030-015 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

✓	A check mark substantially inside a box;
X	An X mark substantially inside a box;
●	A dot or oval mark substantially inside a box;
■	A completely shaded or filled mark substantially inside a box;
✳	A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
○	A circle around the box and/or associated clause; or
□	A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 484-030-015

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 484-030-015, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 484-030-015, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
484-030-015 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 484-030-015

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 484-030-015 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,579.60 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 484-030-015, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
484-030-015 (and any division thereof)	☐	☐	$1,579.60

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

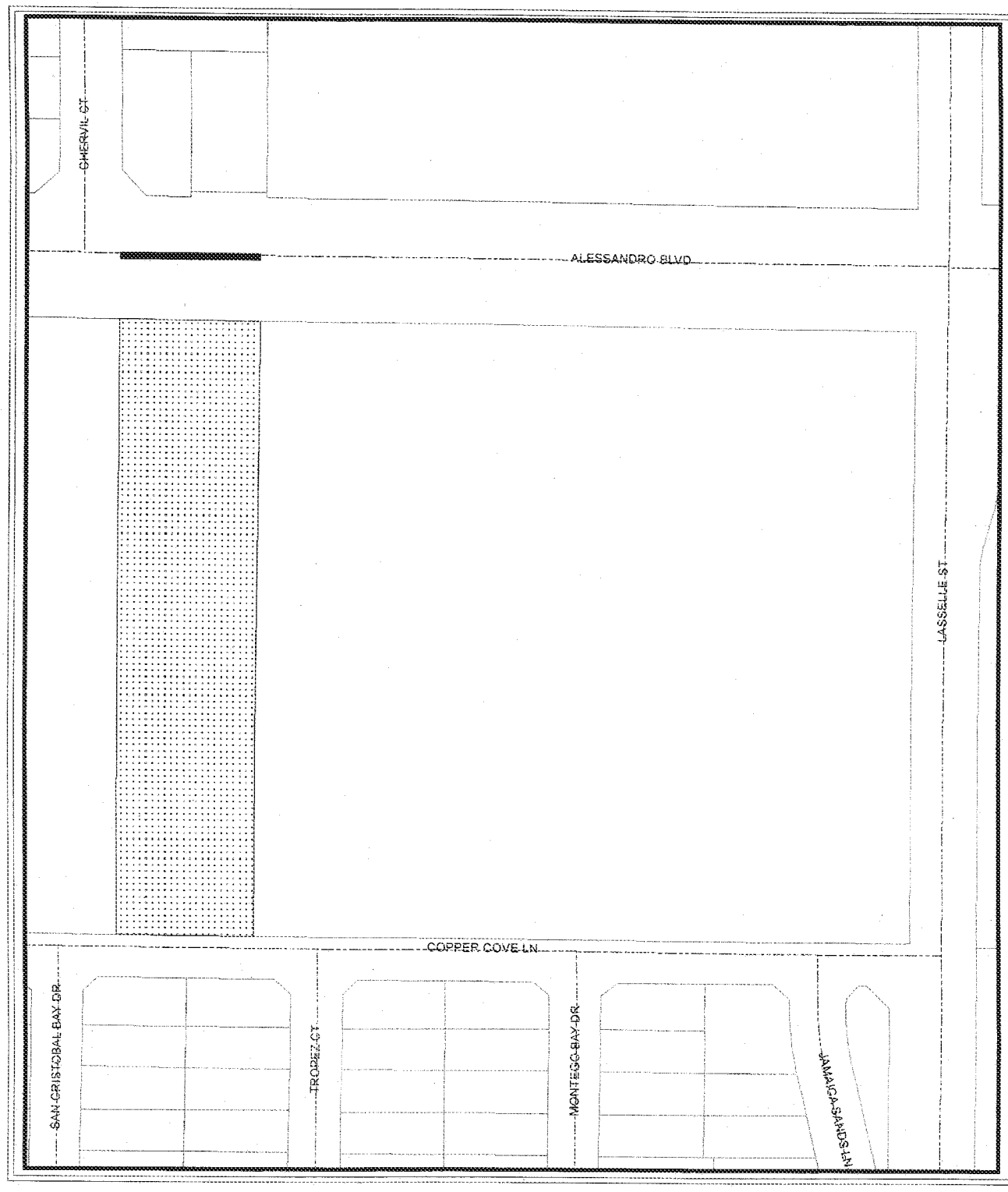

Moreno Hills SDA Church
APN 484-030-015

APN

- 484030015
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	Per Month $2.67	Per Year $32.00	PROPOSED PARCEL RATE	Per Month $12.58	Per Year $151.00

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00100219

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Albot Nikom
c/o Buddhadhammo Temple
13920 Nason St.
Moreno Valley, CA 92555

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,254.11 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.

4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,254.11 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	☐	☐	$1,254.11

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 488-210-014, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

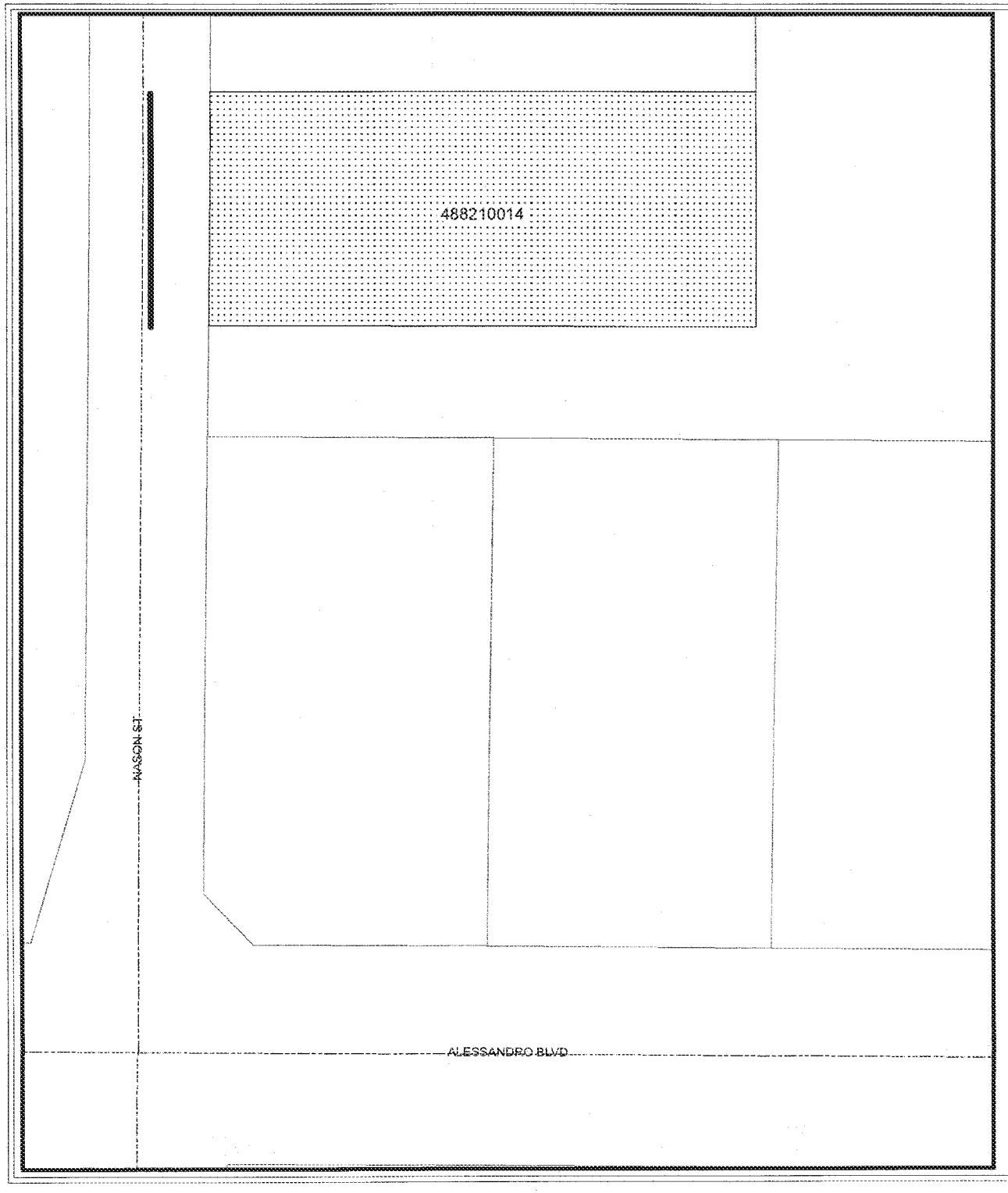

Buddhadhammo Temple
APN 488-210-014

APN

- 488210014
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 50 100 150 200 Feet

G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00100227

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends the City Council:

Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Staff recommends the Redevelopment Agency Board:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

BACKGROUND

At the March 8 meeting the City and Redevelopment Agency Board approved a Conditional Commitment Letter Agreement among the Agency, the City and Rancho Belago Developers Inc to assist in the development of an affordable housing project. The approval included a motion approving two resolutions that weren't required.

DISCUSSION

To properly facilitate the approval of the Agreement, the City Council and RDA Board must rescind their previous action of approving the resolutions and restate their approval of the Conditional Commitment letter Agreement among the Redevelopment Agency, the City and Rancho Belago Developers Inc. The Agency's Special Legal Counsel and the Developer are working on the drafting of an Affordable Housing Agreement for the project which shall be considered by the Agency Board on April 12.

ATTACHMENTS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: MID-YEAR BUDGET REVIEW

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive and file this report
2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

BACKGROUND

The City Council is annually updated on the City's financial status through a Mid-Year Budget Review which reflects operational results for the first half of the fiscal year, from July through December. The mid-year budget review will focus on the City's General Fund, which represents the greatest concern with respect to the impacts of the economic recession but will also present six-month operational results from other key funds such as Community Services District (CSD) Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past two years to reduce the structural General Fund expenditure budget by over $12 million. The General Fund operating budget has been reduced from $98 million in FY 2007-08 to $81 million in FY 2010-11. The structural expense reductions have included defunding of 70 positions generating savings of about $7 million annually. In addition, staff has been on a 36 hour work week or 10% furlough program that saves about $1.4 million each year. Many additional actions throughout the General Fund have also been implemented totaling about $3.6 million; such as reducing travel & training, suspending merit and step

increases, reductions in use of professional services and many others. In short, the City has been reducing the budget through recent Deficit Reduction Plans in response to rapidly declining revenues. The end of the recession has brought revenue stability for the first time in several years. Although significant growth in revenues is not anticipated for several years, the City Council and staff can now focus on the Deficit Elimination Plan that will reduce structural expenditures to the stable revenue level over the FY 2011-12 through FY 2013-14 three-year period.

Recap of First Quarter Budget Review

On December 14, 2010, a First Quarter Budget Review was presented to the City Council. This report indicated that the operating results for the first quarter were positive and that a stable outlook was projected for the remainder of the fiscal year. No additional actions were recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

DISCUSSION

Prior Year Savings Needed to Balance the FY 2010-11 Budget

One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional savings has been used to fund three additional police officers ($580,000) and the shortfall that is currently being experienced in the residential street lighting program ($675,000). Achieving this savings is a significant accomplishment and represents the combined efforts of all City departments to continue identifying and implementing cost-cutting measures in response to closing the structural budget deficit. Audited results for FY 2009-10 will be presented to Council upon the completion of the financial audit.

Mid-Year General Fund Results

This mid-year report updates the Mayor and Council regarding current year fiscal trends and provides the opportunity for critical policy input from the Council prior to developing next year's budget. As adopted, the FY 2010-11 budget totals approximately $200 million with the General Fund comprising $80.9 million. As a measure to match the revenues to expenditures and continue the current service levels the City Council approved the use of $13 million of Fund Balance.

Revenue Trends

In order to adequately analyze the City's current revenue position it is helpful to review the revenue trends over a multi-year period. As illustrated in the charts below after three consecutive years of decline General Fund revenues are projected to achieve a slight increase in FY 2010-11. This experience is consistent with projections made by local economists that the bottom has been reached and revenue streams will begin to stabilize. General Fund revenue performance can be measured by following five primary revenue sources. Property taxes, including the Vehicle In-Lieu tax shift, which were budgeted to decline by 14% instead only declined by 4%. Sales tax revenue

increased by 4.8% from FY 2009-10 actuals to the amount projected to be received for FY 2010-11. This amount is due to improved consumer spending, in addition to an annual adjustment related to the State triple-flip process that was larger than expected. In addition, the expiration of the Auto Mall owner participation agreements results in additional sales tax revenue that is retained by the General Fund. Utility Users Tax has been the most consistent revenue over the past four years and these revenues are projected to be slightly higher than both the budget and the previous year. Development services revenues have experienced severe volatility over the past three years but are projected be flat when compared to the prior fiscal year suggesting that they have stabilized. Investment income, the fifth of the key revenues, is projected to improve slightly over the prior year due to the active management strategy adopted last year which has allowed the portfolio to take advantage of short-term opportunities within the financial markets.

City of Moreno Valley
General Fund Revenue Trend (without Transfers In)

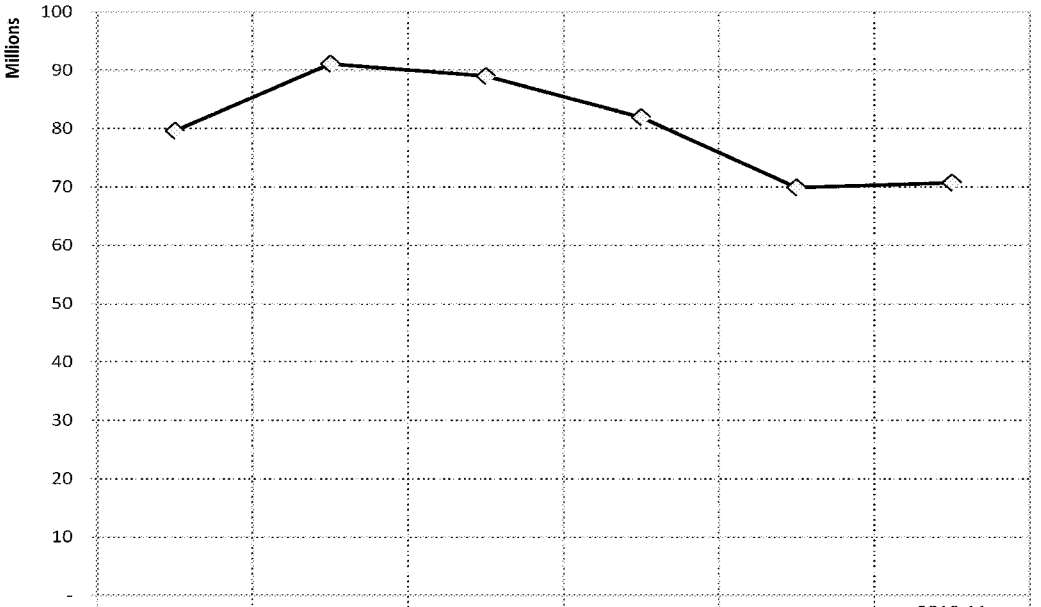

	2005-06 Actuals	2006-07 Actuals	2007-08 Actuals	2008-09 Actuals	2009-10 Actuals	2010-11 Year-end Projection
Revenues	79,615,944	91,116,701	88,999,014	81,930,066	69,892,454	70,728,080

General Fund
Revenue Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Taxes:			
Property taxes	$ 8,596,100	$ 8,596,100	$ 9,158,400
Property taxes in lieu	11,773,400	11,773,400	13,056,000
Utility taxes	15,200,000	15,200,000	15,600,000
Sales taxes	9,735,100	9,735,100	10,515,000
Other Taxes	6,556,500	6,556,500	6,900,000
Licenses and permits	1,363,600	1,363,600	1,431,200
Intergovernmental	643,500	643,500	1,049,800
Charges for services	8,284,600	8,283,156	6,853,900
Use of money and property	4,527,900	4,527,900	4,220,300
Fines and forfeitures	1,117,000	1,117,000	1,120,000
Miscellaneous	172,700	177,800	823,480
	-	-	-
Total Revenues	**67,970,400**	**67,974,056**	**70,728,080**

Expenditure Trends

The following charts illustrate that expenditures have been reduced over the past few years to become more in line with revenues and to maintain reserves at a prudent level. Over the past three years spending has been reduced from $97.6 million in FY 2007-08 to a budgeted amount of $80.9 million in FY 2010-11 which represents a reduction of over 17%. Projected spending levels through mid-year show significant savings when compared to the spending plan approved by Council as staff at all levels continue to undertake efforts to reduce operating costs while sustaining key service levels.

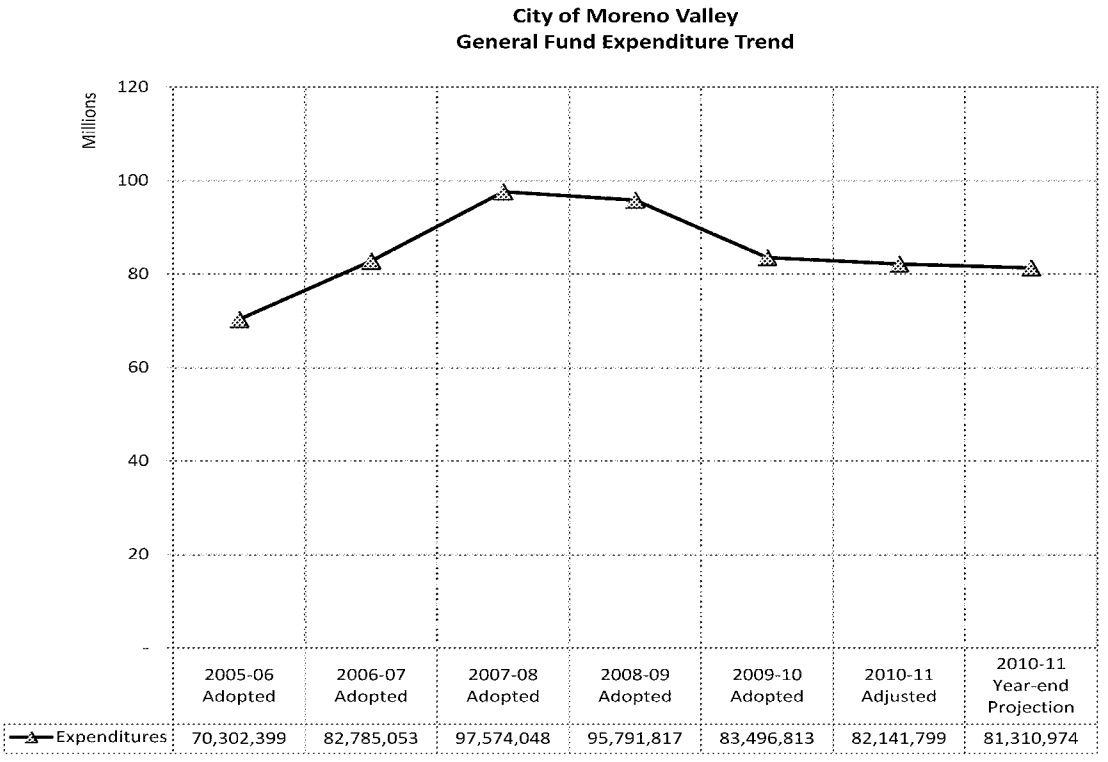

Though there may be variances on a department specific basis, General Fund expenditures are projected to be within City Council approved appropriations and the budget remains balanced. This includes the City Council's decision to utilize surplus revenues to fund additional costs related to priorities related to Police and Community Services District Zone B for Residential Streetlighting subsidy.

Expenditure Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
General government			
City council	$ 579,922	$ 581,564	$ 523,400
City manager	1,279,359	1,305,638	1,171,463
City clerk	634,286	521,486	525,715
City attorney	1,015,407	1,015,407	952,502
Economic development	436,287	482,774	432,202
Financial and administrative services	3,108,962	3,128,875	3,066,423
Human resources	958,505	958,505	791,989
Non-departmental	2,694,500	2,665,546	2,601,646
Public safety			
Police	41,291,771	41,870,739	42,246,062
Fire	15,666,535	15,666,535	15,266,718
Animal services	2,287,240	2,297,418	2,401,450
Emergency operations/volunteer services	605,166	605,166	600,547
Crossing guards	583,439	583,439	516,700
Community development	4,629,070	4,638,875	4,246,017

Public works	3,551,311	3,562,092	3,710,400
Total Expenditures	$ **79,321,760**	$ **79,884,059**	$ **79,053,234**
Other Financing Uses			
Transfers out	1,582,740	2,257,740	2,257,740
Grand Total	$ **80,904,500**	$ **82,141,799**	$ **81,310,974**

First Quarter Summaries of Other Major Funds

▪ Community Services District (CSD) Zone A – Parks & Community Services

Zone A - Parks and Community Services
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,586,789	$ 1,586,789	$ 1,678,500
Charges for services	5,637,700	5,637,700	5,658,800
Use of money and property	457,800	458,800	501,900
Miscellaneous	25,500	26,433	31,200
	0	0	0
Total Revenues	**$ 7,707,789**	$ **7,709,722**	$ **7,870,400**
Expenditures:			
Current:			
Community and cultural			
Senior Program	502,539	503,472	470,404
Parks and recreation administration	468,235	468,235	556,947
Park ranger program	320,241	320,241	317,000
Recreation programs	1,702,569	1,702,569	1,598,500
Park maintenance	2,772,945	2,836,395	2,549,200
Park maintenance - contract	458,100	458,100	423,600
Golf course program	289,886	289,886	302,345
Recreation and conference	442,548	442,548	469,900
Recreation and conference - banquets	238,044	238,044	227,794
Parks projects	152,410	152,410	150,700
Community services	142,088	142,088	126,800
Community events	78,072	78,072	76,400
Non-departmental	250,300	250,300	250,300
Capital outlay	6,400	6,400	23,400
Total Expenditures	**$ 7,824,377**	$ **7,888,760**	$ **7,543,290**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(116,588)	(179,038)	327,110
Other Financing Sources (Uses):			
Transfers in	289,800	289,800	314,800
	0	0	0
Total Other Financing Sources (Uses)	**$ 289,800**	$ **289,800**	$ **314,800**
Net Balance	***$ 173,212***	$ ***110,762***	$ ***641,910***

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually. The first distribution was received in mid January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Community Services District (CSD) Zone L – Library**

Zone L - Library
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,201,200	$ 1,261,200	$ 1,261,200
Intergovernmental	27,000	27,000	73,600
Charges for services	33,000	33,000	30,000
Use of money and property	0	0	0
Fines and forfeitures	56,500	56,500	46,500
Miscellaneous	2,000	7,255	7,200
	0	0	0
Total Revenues	**$ 1,319,700**	**$ 1,384,955**	**$ 1,418,500**
Expenditures:			
Community and cultural			
Library	1,903,462	1,940,694	1,895,600
Total Expenditures	**$ 1,903,462**	**$ 1,940,694**	**$ 1,895,600**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(583,762)	(555,739)	(477,100)
Other Financing Sources (Uses):			
Transfers in	446,740	446,740	446,800
Total Other Financing Sources (Uses)	**$ 446,740**	**$ 446,740**	**$ 446,800**
Net Balance	***$ (137,022)***	***$ (108,999)***	***$ (30,300)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually. The first distribution was received in early January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Gas Tax**

State Gasoline Tax Special Revenue Fund
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Intergovernmental (gas tax)	2,702,500	2,702,500	2,862,225
Use of money and property	5,000	5,000	1,500
Miscellaneous	2,000	2,000	10,200
	0	0	0
Total Revenues	**$ 2,709,500**	**$ 2,709,500**	**$ 2,873,925**
Expenditures:			
Public works:			
Infrastructure project engineering	384,086	384,086	306,986
Street maintenance	1,740,356	1,740,356	1,919,100
Graffiti removal	329,014	329,014	366,700
Tree trimming	383,230	383,230	412,100
	0	0	0
Total Expenditures	**$ 2,836,686**	**$ 2,836,686**	**$ 3,004,886**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(127,186)	(127,186)	(130,961)
Net Balance	***$ (127,186)***	***$ (127,186)***	***$ (130,961)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Electric Utility**

Electric Utility
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Operating Revenues:			
Generation	$ 9,360,000	$ 9,360,000	$ 8,945,076
Distribution	3,640,000	3,640,000	4,533,022
Special Charges	144,000	144,000	142,831
Public Purpose	500,000	500,000	779,328
Other charges for services (electricity fee refunds)	(146,000)	(146,000)	(73,709)
Use of money and property	56,000	56,000	79,982
Miscellaneous	315,500	315,500	239,772
Total Operating Revenues	**$ 13,869,500**	**$ 13,869,500**	**$ 14,646,302**

Expenditures:			
Operating Expenditures:			
Electricity purchased	6,900,000	6,900,000	7,228,800
Services and supplies	2,842,695	2,842,695	2,673,524
Distribution share	1,425,000	1,425,000	1,567,500
Rate stabilization reserve	327,000	327,000	359,700
Public purpose program:			
Electricity purchased	400,000	400,000	400,000
Services and supplies	100,000	100,000	100,000
Total Operating Expenditures	**$ 11,994,695**	**$ 11,994,695**	**$ 12,329,524**
Operating Income (Loss)	**$ 1,874,805**	**$ 1,874,805**	**$ 2,316,778**
Nonoperating Revenues (Expenses)			
Debt Service:			
Principal retirement	570,200	570,200	470,380
Interest expense and fiscal charges	1,656,200	1,656,200	1,658,207
Capital outlay	87,500	87,500	81,375
	0	0	0
Total Nonoperating Revenues (Expenses)	**$ (2,313,900)**	**$ (2,313,900)**	**$ (2,209,962)**
Income (Loss) Before Transfers	**$ (439,095)**	**$ (439,095)**	**$ 106,816**
Net Balance	***$ (439,095)***	***$ (439,095)***	***$ 106,816***

**Net of depreciation*

As reflected in the previous operational financial summaries (not including capital projects and/or debt service), revenue and expenditure results for Parks, Library, Gas Tax and the Electric Utility through the first quarter of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. Therefore, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by the respective departments.

Proposed Mid-Year Budget Appropriation Adjustments

The Mid-year Budget Review is traditionally the time in which additional budget appropriation adjustments are considered due to unforeseen circumstances that have occurred since the adopted of the budget. There are two items recommended for Council's approval this fiscal year.

I. Recommend the transfer of $150,000 from the General Fund (fund balance) to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort (MOE) requirements:

The City receives Measure A, Local Streets and Roads (LSR) funding from the Riverside County Transportation Commission (RCTC) to augment the City's transportation improvement program. In order to continue to receive Measure A funds, MOE requirements are imposed on local agencies to ensure that local transportation

expenditures are maintained. The MOE requirements include the annual certification of discretionary General Fund expenditures for transportation related construction and maintenance activities that meet or exceed the MOE Base Amount. The City's MOE base amount is $1.6m. In FY 2010-11, it is projected that transportation related activities will be under the MOE base amount by $150,000. A transfer to the Gas Tax street maintenance programs of $150,000 will ensure the City's meeting the MOE requirements. The City currently receives $2.4m in Measure A funds.

II. Recommend the transfer of $157,000 from the General Fund (fund balance) and $33,000 from the Equipment Replacement Fund (fund balance) to the Vehicle Equipment Maintenance and Street Maintenance programs for state-mandated vehicle modifications/replacements:

The California Air Resources Board mandates all public agencies with heavy-duty, diesel vehicles within their fleets to have 100% of the heavy-duty vehicles retrofitted with particulate matter traps (emissions filters) or to retire/replace such vehicles. The City has a total of (17) such vehicles and previously retrofitted (9) vehicles. The remaining (8) vehicles, that belong to the Maintenance & Operations, Transportation Engineering, Parks Maintenance, and Facilities Maintenance divisions, are required to be retrofitted by December 31, 2011 or be retired from service. It is proposed that (7) vehicles are retrofitted and that (1) vehicle (Unit #96-525) be replaced as it is significantly past its normal life cycle. The total combined cost of the retrofits and funds required to supplement available vehicle replacement funds is $190,000. The proposed retrofits/replacements are mandatory and must be complete by December 31, 2011 to comply with California Air Resources Board regulations and retain the use of these vehicles.

SUMMARY

The budget for FY 2010-11 remains balanced using significant one-time sources of funding. Staff has identified four key revenue adjustments that have a net zero effect to the total General Fund revenue stream. One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional $1.4 million in savings has been applied to additional expenditures approved by the City Council in FY 2010-11 (Police Dept - $580,000 and CSD Zone B Residential Street Lights - $675,000).

General Fund revenues received through December 31th are meeting expectations based on historical experience. Generally, expenditures are slightly below the expected expenditure pace for FY 2010-11. Therefore, results through the first half of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. As a result, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

Despite the positive results thus far in FY 2010-11, significant challenges are expected in adopting a balanced General Fund budget for FY 2011-12; with a deficit of $14 million

projected. Staff is preparing the preliminary base operating budget as a two-year budget for FY 2011-12 and FY 2012-13 with no change is staffing or service levels. In addition, staff has prepared a proposed Three-Year Deficit Elimination Plan (DEP) to eliminate the remaining deficit and balance ongoing revenues and expenditures by FY 2013-14. Council approval of a final DEP will include direction to staff to apply the first 2 (two) years of the approved DEP actions to the base budget for FY 2011-12 and FY 2012-13. Staff will return with the Proposed Two-Year Operating Budget for Council review in May 2011.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Cynthia Fortune
Financial Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100269

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY

RECOMMENDED ACTION

Staff recommends the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

BACKGROUND

The City of Moreno Valley is poised for future growth. With the economy starting to realize some improvement, now is the opportune time to evaluate ways that Moreno Valley can best plan for advancing economic development in the short and near term. The creation of an Economic Development Plan with established Areas of Opportunity in the community for producing major employment hubs, successful retail centers and redevelopment possibilities is aimed at providing a roadmap for Moreno Valley to become a major business development area in Southern California.

Over the years, Moreno Valley has experienced significant growth. Incorporated in December 1984, Moreno Valley has experienced a 379% increase in population in just 26 years. However, the City's jobs to housing ratio is not properly balanced. The need to create more employment opportunities should be made a priority in creating a well rounded community with a strong economic foundation. Adding new logistic and distribution centers will not only create new jobs for residents, but also provide a positive economic stimulus to the existing business community. Furthermore, Moreno Valley should seek to enhance its commercial retail/restaurant make-up and move to improve the City's per capita sales tax revenue stream. Making Moreno Valley a great place to live, work, shop, dine and visit--will improve the overall economic health of the community.

DISCUSSION

Moreno Valley has a strategic location in the Inland Region and is in the path of growth. During the past decade or so, Moreno Valley has experienced strong residential development from many quality home builders. Now it will be important for the City to provide ways for new commercial, office and industrial development to happen in the community. Understanding Moreno Valley's strengths and weaknesses, along with pursuing a balanced mix of residential and business development will be key in planning how Moreno Valley attracts development opportunities in the new global economy.

Ensuring the proper land uses are in place, along with embracing a business friendly environment will help ensure that developers and businesses select Moreno Valley as a place to do business. With the right attitude and proper Economic Development Plan—Moreno Valley can be the future of not only Southern California but also compete to be a major place to be in the new global economy.

The formulation of an effective Economic Development Plan should pursue opportunities for the short and mid-term, as well as consider opportunities throughout the community. As part of the adoption of the Housing Element, staff recommended that the City Council consider opportunities to rezone areas of the community that could facilitate new business development, as well as specifically address the jobs to housing imbalance. The following ten geographic business areas represent specific Areas of Opportunity in Moreno Valley to be considered for incorporating into an Economic Development Plan.

- Eastern Moreno Valley-Rancho Belago (including Highland Fairview Corporate Park-Skechers USA, WestRidge Commerce Center, Prologis, and Moreno Highlands)
- City Center (including a Nason, Moreno Beach and Lasselle loop--with Stoneridge Towne Centre, Moreno Beach Plaza, Moreno Valley Auto Mall, proposed Moreno Beach Marketplace-Lowes Center, Moreno Marketplace-Stater Bros. Center, Moreno Valley Ranch Golf Club, Riverside County Regional Medical Center, Aqua Bella, Kaiser-Moreno Valley Community Hospital, Lakeside Plaza & Terrace, Moreno Valley College, the proposed Winco Center and the City's 60-acre property at NWC of Alessandro/Nason)
- South Moreno Valley Industrial Specific Plan Area
- March LifeCare
- Centerpointe Business Park
- Alessandro Boulevard
- Sunnymead Boulevard
- Festival-Ironwood
- Sunnymead Ranch-Lakeshore Village Marketplace
- TownGate (including the Moreno Valley Mall and five surrounding commercial centers-TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade, and TownGate Square)
- Canyon Springs Plaza and proposed TownGate Highlands
- Edgemont Area

At the March 22 City Council meeting, a PowerPoint presentation will visually outline the Areas of Opportunity. Included with the presentation will be an illustration of the importance of linking the City's Capital Improvement Plan (CIP) and the City's Traffic Circulation Plan to a new Economic Development Plan. Ensuring that revenues to be used for the CIP are focused on advancing the City's Economic Development Plan and its Areas of Opportunity shall provide for a more strategic approach to planning for new public improvements that benefits economic development in the community. As part of this approach to the CIP, staff is recommending advancing the planning of a number of public improvement projects related to the City Center area--including work on SR60/Nason, SR60/Moreno Beach, pursuing the connection of Eucalyptus Avenue to Moreno Beach Drive, along with the connection of Nason Street, from Cactus Avenue to Iris Avenue to provide a much needed north and south arterial thoroughfare from SR60 to Iris Avenue.

After introducing the major components of the Economic Development Plan-Areas of Opportunities, staff recommends that the Economic Development Council Subcommittee (Council Members Co and Molina) work with the City Manager and Community & Economic Development Director, along with a number of developers to further advance the specifics of the Economic Development Plan. Included with this effort will be evaluating many rezoning and redevelopment opportunities, all aimed at furthering the City's economic development efforts. As part of this process, the City shall pursue a 'modified' General Plan process that will include a focused 'Plan' review that will evaluate the highest and best uses for the many areas included with the Areas of Opportunities.

FISCAL IMPACT

There is NO established fiscal impact at time. As the Economic Development Plan-Areas of Opportunity is further refined a budget shall be established for undertaking planning activities.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100273

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00100275

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 22, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing Trent Sauls

4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

MV00100277

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 22, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, “Minor Decoy/Shoulder Tap” Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR

RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500); and

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

Resolution No. 2011-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January, 2011

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

1. Receive and File the 2010 Annual Report of the Planning Commission; and

2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:
Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:
1. Approve TM 34950-1, a final map for financing purposes; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE

SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs; and

2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

G.2 APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Receive and file this report; and

2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any

individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00100286

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 8, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Randy Metz	Fire Marshal
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A.5 & A.6) and Deanna Reeder (Item A.8).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up

to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute

any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange

Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Lori Stone, Executive Director of the March Joint Powers Authority, reported the following: the state legislators were asked to exempt military base reuse from redevelopment cuts; 30 million dollar bond sold two weeks ago will be used for the Van Buren interchange and U.S. vets project; the medical campus is moving forward; the final demolition of the tower is scheduled for March 28 at 10 a.m., invited

everybody to the celebration; about 12-13 buildings were demolished at this point; about 4000 new jobs were approved

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Amber Crothers, Thomas Andrew Owings and Mary E. "Meli" Van Nata for terms expiring March 31, 2015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and

Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

Resolution No. 2011-21

Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

Resolution No. 2011-20

A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of Community Redevelopment Agency of the City of Moreno

Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, and Deanna Reeder.

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE

CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from William Crowel, Palm Desert Development Co representative.

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Agency Member William H. Batey II,

s/Agency Member Robin N. Hastings
Approved by a vote of 5-0.

G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Community and Economic Director Barry Foster announced that the formatting of the agreement has been changed at the advice of the special legal counsel. The title is Conditional Commitment Letter Agreement among the Moreno Valley Redevelopment Agency, the City of Moreno Valley, and Rancho Belago Developers, Inc. Staff is recommending approval of the agreement with Rancho Belago Developers, Inc.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member William H. Batey II, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Daryl Terrell
1. Establishing a business utility user's tax rebate program to promote jobs; submitted an ordinance for public records

Ron Swaim
1. Code enforcement issue - RV blocking public right of way

Alicia Napper
1. Rising Stars Charter School's concerns

Louise Palomarez
1. Redevelopment money
2. Street lights on Hemlock Street between Pigeon Pass and Heacock

George Merendon
1. "In God We Trust" motto

Joe Teague
1. Problems with Day Street project

Thom Morales
1. Announced that fundraiser concert by Valley View High School Wind Ensemble will be held on March 19; invited residents to attend it

Harold Anderson
1. "In God We Trust" motto

Louis Boldue
1. "In God We Trust" motto

Dolores Baisden
1. Upcoming concert at Valley View High School

Pete Bleckert
1. Redevelopment money
2. Flood Control channel
3. Congratulated the Finance Director for streamlining CalCards

Deanna Reeder
1. Planning Commission appointments

Paul Wilkinson
1. Kiwanis Club

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey

1. Represented the City at the Perris Chamber of Commerce Centennial Gala for the anniversary celebration for the City and the Chamber
2. Was invited to speak at the National Congress of Black Women; it is nice to have the Inland Empire Chapter headquarter in Moreno Valley

Mayor Pro Tem Molina

1. Stated that at the last Economic Development Subcommittee meeting, the issue of Moreno Valley not being a business-friendly city and the needs and concerns of businesses were addressed; the City is working toward the goal of making Moreno Valley the most business-friendly city; any ideas are always welcomed
2. Stated that he is happy to see that so many people support "In God We Trust"; the item is scheduled for a study session
3. Thanked everyone for participating in council meetings, for their concerns about the City and working toward the betterment of the City

Council Member Co

1. Thanked everybody for coming to the council meeting; one of the reasons the City is improving is that the residents are presenting the problems to the City; this is the only way the problems can be resolved; asked residents to please contact him
2. Regarding residents asking to vote for "In God We Trust" - stated that he does not see any problem with voting to support it; thanked residents for coming in and asking to do something in that respect
3. Asked residents to contact him with any idea to help the City to move forward; the City needs residents' input

Mayor Stewart

1. Agreed with Council Member Co on the public's input; acknowledged that people take time to read agendas; a small number of people come to the council meetings, but many residents contact council members by e-mails and phone; asked to keep up the input
2. The March Air Force Reserve is getting 12 brand new Boeing 767 tankers
3. Was invited to speak at the Junior ROTC Military Ball at Canyon Springs High School; a very fine event
4. Addressed a speaker's comments regarding responding to public concerns during a council meeting - when a public member raises an issue, the Council responds right a way during the meeting, if possible; if not, a staff person will contact the person usually the next day; getting clarification on the issue and responding as soon as possible is beneficial

for everyone, including residents watching at home
5. Demolition of the last hospital building at March Air Reserve Base is scheduled for March 28, at 10 a.m.; the public can witness it

Council Member Hastings
1. Commended staff for responding to a very difficult situation with the RDA; hopes that we are going to prevail; it's great to see staff being innovative and creative and trying to protect the tax increment money that was placed there for a specific purpose
2. Is looking forward to attend a concert at Valley View High School
3. Will be back in California Thursday afternoon

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:21 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 22, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

Reports on Reimbursable Activities March 2-15, 2011		
Council Member	Date	Meeting
William H. Batey II	3/5/11	City of Perris Centennial Installation and Awards Dinner
Marcelo Co	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	$0.00	0.00%	$0.25	0.25%
1,000 kWh usage	$0.51	0.28%	$0.83	0.38%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	$1.40	0.23%	$1.40	0.32%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	$11.87	0.21%	$11.87	0.35%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	$169.63	0.24%		
392,333 kWh usage, Demand of 666 kW			$163.08	0.43%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$0.15	0.24%	$0.15	0.24 %

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	$25.03	0.20%	$25.03	0.20 %
Schedule SL-1 22,000 Lumen (317 lights)	$9.25	0.17%	$9.25	0.17%
Schedule SL-2 27,500 Lumen (139 lights)	$4.94	0.28%	$4.94	0.28%
Schedule SL-3 (per lamp)	$0.01	0.00%	$0.01	0.00%

The Energy Resources Surcharge Law went into effect on January 1, 1975. The surcharge is imposed on all customers in the state who consume electricity purchased from an electric utility. All electric utilities are required to collect this surcharge and remit the funds to the State Board of Equalization on a quarterly basis. The funds are held by the State and are used for ongoing energy programs and energy projects. The surcharge rate is set in a public meeting each November by the California Energy Commission; the law does not allow this surcharge to exceed $0.0003 per kWh. The 2011 Electricity Surcharge Rate is $0.00029 per kWh, an increase from $0.00022.

If approved by the City Council, these changes will become effective at 12:00 a.m. on March 23, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be an increase in rates of less than 1%.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to comply with State law.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and will also put the City's utility in jeopardy of non-compliance with State law.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues will increase slightly if the proposed changes are adopted by the City Council. These funds are restricted for Moreno Valley Utility purposes. The increase in the amount of Energy Resource Surcharge collected will be remitted to the State Board of Equalization.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\Electric Utility\Administration - Finance\Staff Reports\2011 SR's\SR - Rate and Rules Adjustments 22Mar2011.doc

RESOLUTION NO. 2011-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and City Clerk's Office.

APPROVED AND ADOPTED this 22nd day of March 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: March 22, 2011

TITLE: Alcohol Beverage Control (ABC) "Minor Decoy/Shoulder Tap" Grant Funding Opportunity

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1) Staff recommends that the City Council approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, "Minor Decoy/Shoulder Tap" Grant.

ADVISORY COMMITTEE RECOMMENDATION:

BACKGROUND

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. Moreno Valley Police Department staff has determined that a number of calls for service and repeat calls are being generated from local Alcohol Beverage Control licensed establishments in the city. Some of these calls involve minors and adults under the age of 21 buying alcohol and soliciting adults over the age of 21 to buy alcohol for them. In an effort to address the sale of alcohol to minors and underage adults, staff identified a grant to assist local law enforcement in their efforts to reduce problems and calls for service at ABC licensed establishments.

There are currently 80 On-Sale and 77 Off-Sale ABC licensed establishments within the City of Moreno Valley. Although most avoid the attention of our agency, there are a number that cause a significant amount of calls for service. Several problematic licensees that would be targeted with additional enforcement operations funded by this

grant have caused sixty three (63) direct calls for service between January 1, 2009 and January 1, 2010. Approximately nine (9) calls for service were directly related to minors being furnished alcohol unlawfully.

The majority of calls surrounding these businesses are alcohol related. The time spent by the Moreno Valley Police Department dealing with the alcohol related problems occurring at these locations could be better spent assisting the community with other issues. In addition, the citizens of Moreno Valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (DUI's), fights, assaults and many disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Alcohol Beverage Control, State of California, has allowed for local law enforcement to apply for grant funding for personnel costs and one (1) mandatory GAP (Grant Assistance Program) training seminars to enable agencies to expand their efforts in addressing alcohol-related problems within their respective cities.

DISCUSSION

The Moreno Valley Police Department proposes to use the grant funding to train officers through the Alcohol Beverage Control Agency, and then implement enforcement programs that team officers from the Moreno Valley Police Department with agents from the Alcohol Beverage Control. The Moreno Valley Police Department will implement eighteen (18) “Minor Decoy” operations. The “Minor Decoy” program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the “Minor Decoy” program is repeatedly used.

The Moreno Valley Police Department will implement eight (8) “Shoulder Tap” operations. “Shoulder Tap” is a common method used by persons under age 21 to solicit persons to purchase and furnish them with alcoholic beverages. The “Shoulder Tap” program is an enforcement program that ABC and local law enforcement agencies use to detect and deter shoulder tap activity. During the program, a minor decoy, under the direct supervision of law enforcement officers, solicits adults outside ABC licensed stores to buy the minor alcohol. Any person seen furnishing alcohol to the minor decoy is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

The Problem Oriented Policing (POP) Team will provide a proactive approach through the use of “Minor Decoy” and “Shoulder Tap” operations. The operations will be conducted throughout the city in an attempt to deter ABC licensed establishments from selling alcohol to minors. In addition several operations will focus on adults who purchase alcohol for minors.

ALTERNATIVES

The council may consider the following alternatives:

1. Accept the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a Twelve-month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff recommends this alternative.**

2. Decline the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this "Minor Decoy/Shoulder Tap" grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOAL

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

STAFF RECOMMENDATION

Staff recommends that Council accept the grant application for the "Minor Decoy/Shoulder Tap" Grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California.

ATTACHMENTS/EXHIBITS

1. State of California, Alcohol Beverage Control Grant Application.

Prepared By:
Name Brian Gutierrez
Title Officer

Department Head Approval:
Name John Anderson
Title Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

State of California

Department of Alcoholic Beverage Control

Grant Assistance Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: **Moreno Valley Police Department**

2. Description of Applicant Agency: **Provide a brief summary including department size, staffing, and structure.**

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees.

3. City or County Served: Moreno Valley	**4. Population of Service Area: 191,754.00**

5. Project Description: **Summarize the proposed project covering the objectives, method of procedure, evaluation, and end product.**

The Moreno Valley Problem Oriented Policing Team will conduct 18 Minor Decoy and 8 Shoulder Tap operations. Volunteers from the Explorer Program who are at least eighteen years of age will be utilized for these programs under the constant watch or sworn personnel. The goal of these operations is to reduce the amount of alcoholic beverages obtained illegally by minors. The Police Department will also host one Licensee Education on Alcohol and Drugs (LEADS) class for licensees located within the city of Moreno Valley.

6. Funds Requested: 69,918.00	**7. Project Period: July 1, 2011 – June 30, 2012**

8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

A. Project Director (person having day-to-day responsibility for the project)	**B. Chief of Police or Sheriff (authorizing official)**
Name: William Mooney Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6701	Name: John Anderson Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6705 E. Mail Address:
Title: Sergeant	Title: Captain
C. Fiscal or Accounting Official	**D. ABC USE ONLY**
Name: Masumi Wilde Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6750 E. Mail Address:	
Title: Accounting Technician	

Attachment 1

SCOPE OF WORK

Background:

On December 3, 1984, the incorporated City of Moreno Valley was formed from a 50 square mile area in Riverside County, which is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and the Badlands. The city has grown over the years and today's population is estimated at 191,754. Based on the 2005 US Census Estimate, Moreno Valley's ethnic composition is 46% Hispanic, 23% White, 20% African-American, 8% Pacific Islander/Asian-American, and 3% other.

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees. A Sheriff's Captain, currently John Anderson, leads the Moreno Valley Police Department as the Chief of Police. Together, they have the responsibility of enforcing the criminal and traffic laws within the city limits.

The existence of several specialized units (Detective Unit, School Resource Officer Unit, Riverside County Regional Medical Center Unit, Patrol Division, Special Enforcement Teams-Gangs/Narcotics, Problem Oriented Policing (POP), Burglary Suppression Unit, Robbery Suppression Unit and Traffic Unit) within the Moreno Valley Police Department demonstrates the Department's objective in providing the citizens of Moreno Valley with the highest level of service and support. The Moreno Valley Police Department encourages innovation within our organization and is dedicated to finding creative solutions to the inevitable disputes that arise in the serving the community.

Moreno Valley has two public school districts, Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD). The MVUSD has 23 Elementary Schools, 6 Middle Schools, 4 Comprehensive High Schools, 1 Charter School, 1 Adult School, 1 Pre-School Head-Start, and 1 Academic Center with a combined total of 36,500 enrolled students. The VVUSD (includes Perris, Mead Valley and Moreno Valley) has 1 Pre-School, 13 Elementary Schools, 4 Middle Schools, 3 High Schools, and 1 Continuation High School with a combined total of 19,600 enrolled students. Moreno Valley is also home to one of the Riverside Community College campuses with approximately 10,000 enrolled students.

Funding Requested / Goals and objective:

The Moreno Valley Police Department seeks $69,918.00 from the Department of Alcoholic Beverage Control (ABC) for general support of our Minor Decoy/Shoulder Tap Programs. We are most grateful for the support we have received from ABC for the grant period of August 2006 through May 2008. We believe this proposal for the grant period of July 2011 through June 2012 is of comparable interest to ABC in this specialized field of law enforcement. The City of Moreno Valley contracts with the Riverside County Sheriff's Department. The straight time rate for an officer is $121.97 per hours and the overtime rate is $54.39 per hour. Therefore the operations are worked on overtime basis in order to get the most out of the awarded funds.

In August of 2006, the Moreno Valley Police Department was awarded an ABC Minor Decoy and Shoulder Tap Grant that was implemented by the Moreno Valley Police Department's Problem Oriented Policing (POP) Team. The POP Team comprised of one sergeant, nine officers, and two community service officers.

During the grant period, the POP Team Sergeant: 1) announced the start of the Minor Decoy/Shoulder Tap Programs, 2) announced the number of licensed premises who sold to the minor decoy and/or the number of adults arrested for purchasing alcoholic beverages to the minor decoy, 3) faxed a copy of each press release to ABC, 4) monitored the time frames in the grant, 5) maintained costs within the approved amounts of each category, 6) maintained adequate records for validation of project progress and accountability for all funds expended on the project, and 7) submitted the required project reports to ABC.

The Moreno Valley Police Department is committed to following the above listed guidelines as well as conducting eighteen (18) Minor Decoy and eight (8) Shoulder Tap operations within the ABC Minor Decoy/Shoulder Tap Grant period of July 2011 through June of 2012. If awarded the grant, On-Sale and Off-Sale ABC licensed establishments in the City of Moreno Valley will be visited during Minor Decoy and/or Shoulder Tap operations. In addition, the Moreno Valley Police Department will host one Licensee Education on Alcohol and Drugs (LEAD) class for licensees located within the City of Moreno Valley. In accordance with the ABC grant, this training will be provided by ABC's Training/LEAD Unit.

The Moreno Valley Police Department's Minor Decoy/Shoulder Tap Program seeks to implement a strict, honest, impartial, and uniform enforcement of the liquor laws in Moreno Valley. In addition, the Riverside County District Attorney's Office has pledged their support in the prosecution of arrests arising out of ABC related Minor Decoy/Shoulder Tap operations.

Problem Statement:

There are approximately 157 off sale and on sale A.B.C. licensed establishments within the City of Moreno Valley. Although most avoid the attention of the Moreno Valley Police Department, a few do cause an inordinate amount of calls for service. Several problem licensees that would be targeted with additional enforcement programs funded by this grant caused numerous direct calls for service that were directly related to minors being furnished alcohol unlawfully.

Some such establishments contributing to the furnishing/selling of alcohol to minors that are responsible for a disproportionate amount of calls for service are the numerous Bars, nightclubs, and liquor stores located within the city. The time spent by the Moreno Valley Police Department dealing with the alcohol-related problems occurring at these locations could be better spent helping the community with other issues. In addition, the citizens of Moreno valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (D.U.I's), batteries, assaults, and many other disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Moreno Valley Police Department has conducted numerous operations in the past with ABC grants, and if history repeats itself, we will find that licensees throughout the entire city will unlawfully sell alcohol to minors. Establishments such as grocery stores, liquor stores, and gas stations will be affected. However, we have also discovered that the percentage of higher unlawful alcohol sales to minors tends to occur more frequently at gas stations because this is where wayward juveniles tend to congregate. Second to these gas stations are liquor stores that are steadily busy with several customers walking in and out of the store, thereby creating a distraction for clerks whom are normally

the only source of enforcement of such activity.

In a time period of July 1, 2009 to June 31, 2010, the Moreno Valley Police Department responded to 905 calls for service involving public intoxication. In 2010, the Moreno Valley Police Department wrote 120 citations for violation of city Municipal Code 11.04.060 (Drinking an Alcohol Beverage in Public). A majority of these citations were written within the proximity of ABC licensed businesses. From 2006-2010 the Moreno Valley Police Department has responded to an annual average of 6132 calls for service directly related to party and noise enforcement. A large portion of the party and noise enforcement calls for service involve residential parties that involve minors in possession of alcohol.

Based on the 2009 rankings published by the California Office of Traffic Safety, among the 56 cities in Group B (100,001 to 250,000), Moreno Valley ranked 25 out of 56 cities for victims killed and injured in alcohol involved collisions. This means Moreno Valley has the 25th highest rate of victims killed and injured in alcohol involved collisions. In addition, Moreno Valley ranked 9/56 for DUI collisions involving drivers under the age of 21 and 13/56 for drivers in the 21 to 34 age group. In 2009, the Moreno Valley Police Department made a total of 618 DUI arrests.

Project Description:

Sworn officers will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The coordinators will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One non-sworn Community Service Officer (CSO) will assist the coordinators by gathering information important in the identification of problematic ABC licensed businesses. The CSO will also be responsible for keeping records on the progress of the operations so that periodic evaluations can be conducted.

The Moreno Valley Police Department will be issuing press releases to inform the community that the Moreno Valley Police Department is continuing its ongoing efforts to thwart the unlawful selling and purchasing of alcohol that involves minors. These press releases will be distributed as required by the grant, and faxed copies of these press releases will be routed to ABC s public information officer as well.

The Moreno Valley Police Department is committed to the programs developed under the "Minor Decoy" and "Shoulder Tap" programs. We have learned much from working with A.B.C. and hope to be afforded the opportunity to work with them in the next "Minor Decoy," "Shoulder Tap," Program Grant year, 2011-2012. We will continue to include A.B.C. in all our operations and will also solicit the help of other governmental agencies when appropriate. It is our intent to keep the community safe, informed, and involved in the fight against problematic A.B.C. licensed establishments, under aged alcohol consumption, and abuse.

Project Personnel:

This grant proposal, prepared by the Problem Oriented Policing Unit (P.O.P. Team), will be supervised by the P.O.P. sergeant (Project Director), currently Sergeant Mooney. The supervising sergeant or Project Director will be responsible for the following: 1) Monitoring time frames in the contract. 2) Maintaining costs within the approved amounts of each category. 3) Maintaining adequate records for validation of project progress and accountability for all funds expended on the

project. 4) Submission of required project reports and, 5) Conducting project evaluation.

In addition to the P.O.P. Sergeants, nine sworn Officers and one Community Service Officer will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The officers will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One-non sworn Community Service Officer (CSO) will assist the officers by gathering information important in the identification of problematic ABC licensed businesses.

During the past year the City of Moreno Valley has been dealing with the ongoing state budget issues. The Moreno Valley Police Department has been impacted by this current issue. The acceptance of this grant would improve the ongoing efforts the Moreno Valley Police Department has in place in the proactive enforcement of A.B.C. establishments. The funding would allow us to increase monitoring of the unlawful alcohol sales to minors, and create a strong deterrent to future violations.

The Moreno Valley Police Department has a strong working relationship with numerous governmental agencies and community action committees. We look forward to getting as many as possible involved in the campaign to prevent minors from obtaining alcohol from business licensees. We welcome the assistance of any other agencies that wish to assist us with the enforcement, and education of the public and business owners, of this growing problem that plagues communities across America today.

BUDGET DETAIL

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (straight time salaries, overtime, and benefits)	
The City of Moreno Valley contracts with the Riverside County Sheriff's Department for a full service police department. The straight time rate is $121.97 per hour and the overtime rate is $54.39 per hour. Therefore, the operations are worked on an overtime basis in order to get the most out of the awarded funds. (1) Sergeant: straight time: $82.42, overtime: $80.02 (5) Officer: straight time: $121.97, overtime: $54.39 (1) Community service officer- straight time: $41.94, overtime: $39.20 GAP Training hours – (2) officer straight time for 24 hours	Sergeant = $12,483.12 Officers = $42,424.20 CSO = $6,115.20 (2)Officer for GAP training. = $5854.56
TOTAL PERSONNEL SERVICES	$66,877.08
B. Operating Expenses (maximum $2,500)	
Twenty six operations with $40.00 "buy money" per operation is a total of $1040.00	
TOTAL OPERATING EXPENSES	$1,040.00
C. Equipment (maximum $2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice) None	
TOTAL EQUIPMENT	$0.00
D. Travel Expense/Registration Fees (maximum $2,000)	
(Registration fee for July 2011 GAP Conference attendees is $200 each) Travel, per diem and lodging for the July GAP Conference.	$400.00 $1600.00
TOTAL TRAVEL EXPENSE	$2,000.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	$69,918.00

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. **(Round all budget amounts to the nearest dollar.)**

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	$66,877.08		$66,877.00
Operating Expenses	$1,040.00		$1,040.00
Travel/Registration Fees	$2,000.00		$2,000.00
Equipment			
TOTALS	$69,918.00		69,918.00

(This form does not become part of the contract)

REQUEST FOR PROPOSALS
RATING FORM

APPLICANT: _____

FUNDS REQUESTED: _____

INSTRUCTIONS TO RATER: The rating form is divided into six categories with a maximum point value assigned to each category. Rate each category based on the applicant's response in the request for proposal. You may use the comments line to give more detail. Once you have rated the request for proposal, total the points at the bottom. The maximum points an applicant agency can receive is 100 points.

CATEGORY:

SUMMARY – (15 POINTS MAXIMUM)

Does applicant describe the department's size, structure, staffing, number of ABC licenses, demographics of jurisdiction, and goals and objectives?

Points Received_____

Comments:_____

PROBLEM STATEMENT – (25 POINTS MAXIMUM)

Does applicant clearly identify the area to be served, specific problematic ABC licensed locations, community concerns, and other factors that contribute to the problem?

Points Received_____

Comments:_____

PROJECT DESCRIPTION – (25 POINTS MAXIMUM)

Does applicant clearly state the goals and objectives in full detail? Are objectives measurable, realistic, and related to a time frame? Are ABC enforcement strategies utilized (example, LEAD, IMPACT, Minor Decoy, Shoulder Tap, Trapdoor, etc.)

Points Received_____

Comments:_____

MV00100325

PROJECT PERSONNEL – (25 POINTS MAXIMUM)

Does applicant clearly describe the staffing required to carry out grant objectives and activities as supported by the proposed budget? Does it include the names of the Unit/Division responsible for the project?

Points Received_____

Comments: _____

BUDGET DETAIL – (5 POINTS)

Is the budget estimate page completed? **5 Points** ____

OTHER FUNDING SOURCES – (5 POINTS)

Is the other funding sources page completed? **5 Points** ____

TOTAL POINTS (100 POINTS MAXIMUM):_____

_____ _____

NAME DATE

MV00100326

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500)

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

BACKGROUND

The Kitching Street Improvements Project widens Kitching Street from two to four lanes from Gentian Avenue to Alessandro Boulevard.

On June 24, 2009, the City Council approved the Kitching Street project as a three-phase project as part of the FY 09/10 CIP Budget. Two of the three phases were funded. Phase 1 includes utility relocation and design services for the entire length of the project. Phase 2 improves Kitching Street from Cactus Avenue to Alessandro Boulevard by upgrading Kitching Street to four lanes and installing a signal at Cactus Avenue. Phase 3 improves Kitching Street from Gentian Avenue to Cactus Avenue

from two lanes to four lanes at a future time, subject to the availability of funding for construction.

Phase 2 work has been completed and was accepted by the City Council at its meeting on January 25, 2011, for inclusion into the City's Maintained Road System.

The next step is to complete the remaining utility relocation and design work for Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue. The goal is to have Phase 3 of the project in 'Shovel Ready' condition for construction, subject to availability of future funding.

DISCUSSION

Phase 3 of the project requires relocation of existing SCE facilities at the intersection of Kitching Street and Delphinium Avenue. SCE retains 'prior rights' since their facilities are located within SCE's easement. Consequently, the cost of relocating SCE's facilities is the City's responsibility.

The relocation work includes removal of one wood guy pole with its companion span guys, down guys and anchors that are to be replaced with a 35-foot tubular steel pole (TSP) with span guys. By removing existing down guys and anchors within the proposed asphalt pavement area of the street right of way, widening of the street to four lanes can be accomplished at a future time when funding becomes available.

To date, the majority of conflicting SCE, EMWD, Verizon and Time Warner facilities within the project limits have already been relocated. After relocation of the subject SCE facilities at the Kitching Street/Delphinium Avenue intersection, remaining minor utility-related adjustments will be accomplished during construction of the Phase 3 improvements, because such adjustments can only be accomplished after grading and paving is complete.

The City previously made a deposit payment of $35,000 (Purchase Order No. 38653) for the design and procurement of long-lead custom-manufactured TSP. SCE's estimated cost for engineering, procurement, manufacturing, and installation of TSP is $149,000. Therefore, an additional $114,000 is due to SCE for these relocation activities.

This work will be carried out by SCE on a time and materials or actual cost basis. Upon completion of the work, SCE may refund the unused portion of the City's payment or it may invoice the City for any additional costs incurred beyond the City's payments. Since the work by SCE is on an actual cost basis, there is a potential for the final cost to be higher than the initial cost estimate. Accordingly, besides the $114,000 due to SCE, an additional 10% contingency in the amount of $11,400 is requested, increasing the total not-to-exceed amount for Purchase Order No. 38653 from $35,000 to $160,400.

ALTERNATIVES

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not authorize of the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and do not authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will delay the project.*

FISCAL IMPACT

The project is included in Fiscal Year 2010/2011 Capital Improvement Project Budget. It is funded by 2005 Lease Revenue Bond funds (Fund 501). Funding for this project is restricted to capital improvements for arterial street widening. There is no impact to the General Fund.

FY 2010 / 2011 PROJECT BUDGET:
Kitching Street from Alessandro Boulevard to Gentian Avenue
2005 Lease Revenue Bond (Account No. 501.82425)……..$1,640,000

FY 2010 / 2011 PROJECT COSTS:

Phase 1 and 2 Project Construction and Closeout Costs……..	$1.385,000
Complete Design for Phase 3 Improvements.....	$90,000
SCE Facilities Relocation Costs for Phase 3 Improvements.....	$160,400
Total Project Costs	$1,635,400

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This action authorizes a Change Order to increase Purchase Order No. 38653 to SCE by the amount of $125,400 for the engineering, procurement, manufacturing, and installation of a tubular steel pole (TSP). The TSP will be installed by Southern California Edison at Kitching Street/Delphinium intersection and will allow construction of Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue to be completed in the future subject to the availability of funding.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Viren - 06-50182425 - Kitching Street Improvements\CC Reports\Utility Relocation\Phase II SCE Facility Relocation Staff Report 03-22-2011.doc

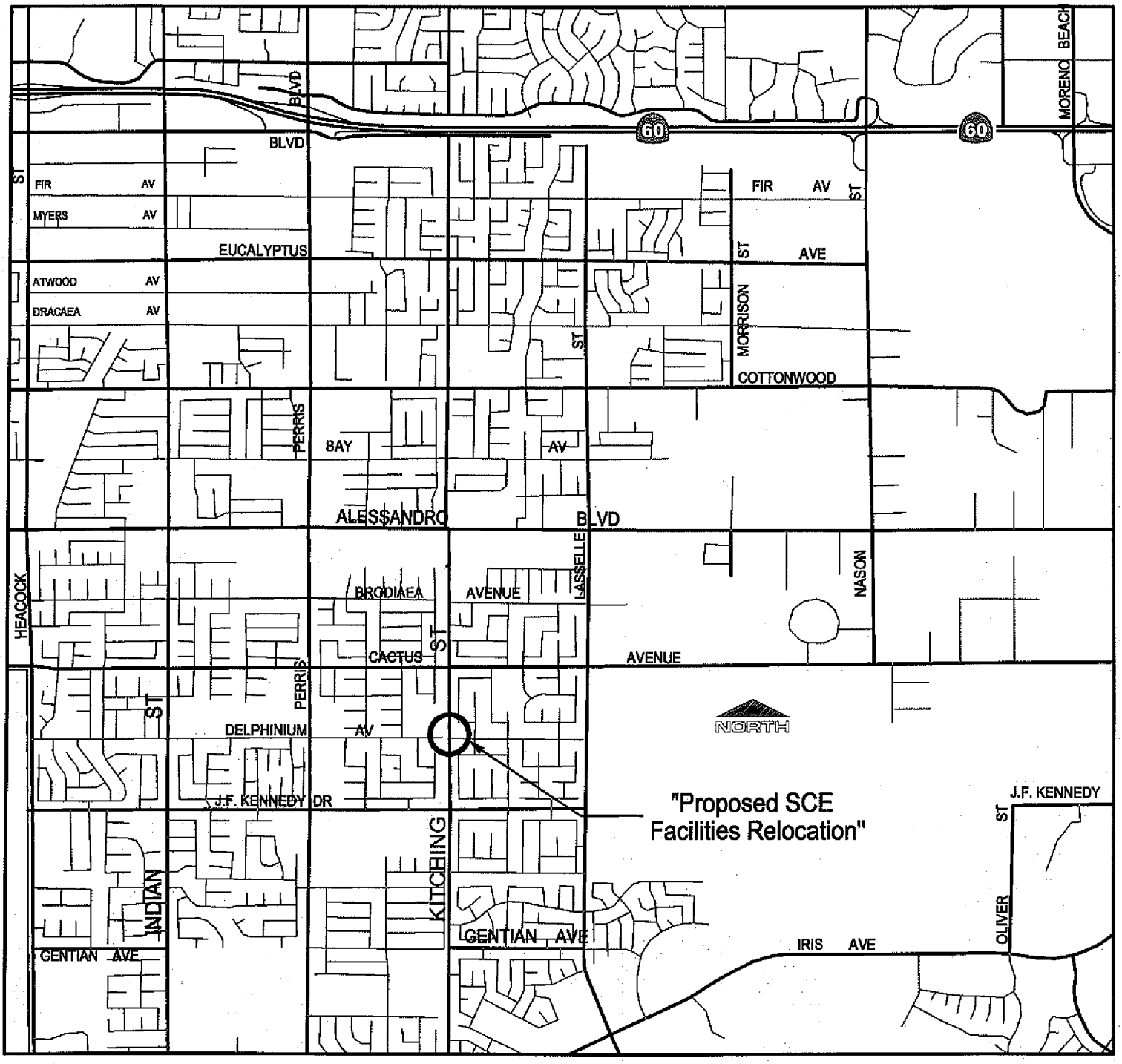

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

SCE FACILITIES RELOCATION AT
KITCHING STREET/DELPHINIUM INTERSECTION
FOR KITCHING STREET IMPROVEMENTS FROM
GENTIAN AVENUE TO CACTUS AVENUE
PROJECT NO. 07-50182425

Attachment "A"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR JANUARY, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-28
Check Register for Month of January, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF JANUARY, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period January 1, 2011 through January 31, 2011, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period January 1, 2011 through January 31, 2011, in the total amount of $12,324,061.41 is approved.

APPROVED AND ADOPTED this 22nd day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00100334

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

MV00100335

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

BEMUS LANDSCAPE, INC.				
1/31/2011	881973	39,148.55		
			LANDSCAPE MAINT-E4	55.63
			LANDSCAPE MAINT-E4	64.50
			LANDSCAPE MAINT-E4	6,692.26
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
Vendor Total		**39,148.55**		
FYTD for BEMUS LANDSCAPE, INC.		**334,630.49**		
BRUCE W.HULL, MAI				
1/24/2011	205954	25,000.00		
			APPRAISAL SVCS-CFD 4	25,000.00
Vendor Total		**25,000.00**		
FYTD for BRUCE W.HULL, MAI		**25,000.00**		
BUDGET ENTERPRISES, INC.				
1/10/2011	205810	29,430.50		
			CITY HALL WINDOW TINT PROJ	29,430.50
Vendor Total		**29,430.50**		
FYTD for BUDGET ENTERPRISES, INC.		**29,430.50**		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
1/14/2011	2788	33,797.26		
			STATE INCOME TAX W/H 1/14/11	33,797.26
1/28/2011	2796	31,996.00		
			STATE INCOME TAX W/H 1/28/11	31,996.00
Vendor Total		**65,793.26**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**656,332.61**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
1/24/2011	881942	217,392.09		
			DISTRIBUTIONS CHARGES	182,494.95
			SPCL/TEMP CHARGES	10,340.00
			BAD DEBT DEDUCTION	-257.22
			ONLINE UTILITY SVCS	203.97
			CABINET LEASE-INDIAN	29.67
			CABINET LEASE-INDIAN	1,220.33
			CABINET LEASE-IRIS	47.14
			CABINET LEASE-IRIS	1,202.86
			ELECTRIC METER CHARGES	21,752.00
			PRINTED MATERIALS	358.39
Vendor Total		**217,392.09**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,372,719.94**		
GUIDA SURVEYING, INC.				
1/18/2011	881908	25,252.00		
			IRONWOOD AVE/INDIAN BASIN PROJ	14,960.00
			DAY ST IMPRVMNTS PROJ SVCS	10,292.00
Vendor Total		**25,252.00**		
FYTD for GUIDA SURVEYING, INC.		**85,986.00**		
H & H GENERAL CONTRACTORS				
1/31/2011	206118	171,530.10		
			MV UTIL. PROJ CONSTRUCT. SVCS	107,727.30
			MV UTIL. PROJ CONSTRUCT. SVCS	63,802.80
Vendor Total		**171,530.10**		
FYTD for H & H GENERAL CONTRACTORS		**171,530.10**		
HILLCREST CONTRACTING, INC				
1/18/2011	881909	183,063.83		
			KITCHING ST IMPRVMNT PROJ	5,157.58
			KITCHING ST IMPRVMNT PROJ	177,906.25
1/31/2011	881983	298,108.70		
			DAY ST IMPRVMNTS PROJ SVCS	298,108.70
Vendor Total		**481,172.53**		
FYTD for HILLCREST CONTRACTING, INC		**2,537,305.75**		
HUNTINGTON BEACH HONDA				
1/24/2011	205999	27,299.20		
			MOTORCYCLE RPLCMNT-POLICE	14,204.00
			DOC FEE-POLICE	55.00
			CA TIRE FEE-POLICE	3.50
			EQUIPMENT-POLICE	6,540.49
			INSTALLATION/PAINTING-POLICE	4,300.00
			SALES TAX-POLICE	2,196.21
Vendor Total		**27,299.20**		
FYTD for HUNTINGTON BEACH HONDA		**27,299.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE					
	1/14/2011	2787	130,796.36		
				FED INCOME TAX W/H 1/14/11	130,796.36
	1/28/2011	2795	134,868.39		
				FED INCOME TAX W/H 1/28/11	134,868.39
	Vendor Total		**265,664.75**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		
MIRACLE PLAYGROUND SALES					
	1/24/2011	881951	176,943.13		
				DEMO/INSTALL PLAYGRND EQUIP	109,331.76
				DEMO/INSTALL PLAYGRND EQUIP	47,869.74
				CA SALES TAX	8,727.49
				SHIPPING CHGS	11,014.14
	Vendor Total		**176,943.13**		
FYTD for MIRACLE PLAYGROUND SALES			**176,943.13**		
MORENO VALLEY UTILITY					
	1/25/2011	206075	53,779.13		
				ELECTRICITY	150.18
				ELECTRICITY	851.39
				ELECTRICITY	271.07
				ELECTRICITY	2,118.53
				ELECTRICITY	10,312.01
				ELECTRICITY	10,099.88
				ELECTRICITY	2,738.23
				ELECTRICITY	4,858.26
				ELECTRICITY	831.59
				ELECTRICITY	133.19
				ELECTRICITY	12,103.03
				ELECTRICITY	7,021.04
				ELECTRICITY	196.14
				ELECTRICITY	144.98
				ELECTRICITY	93.20
				ELECTRICITY	69.90
				ELECTRICITY	69.90
				ELECTRICITY	141.89
				ELECTRICITY	79.37
				ELECTRICITY	1,495.35
	Vendor Total		**53,779.13**		
FYTD for MORENO VALLEY UTILITY			**526,697.08**		
PERS HEALTH INSURANCE					
	1/7/2011	110102	215,602.65		
				EMPLOYEE HEALTH INS 1/7/11	215,602.65
	Vendor Total		**215,602.65**		
FYTD for PERS HEALTH INSURANCE			**1,389,737.64**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT					
	1/21/2011	2789	194,802.98		
				PERS RETIREMENT 1/21/11	194,802.98
	1/7/2011	2779	199,055.90		
				PERS RETIREMENT 1/7/11	199,055.90
	Vendor Total		**393,858.88**		
FYTD for PERS RETIREMENT			**2,974,953.79**		
PITASSI ARCHITECTS, INC					
	1/10/2011	881888	43,006.63		
				CORPORATE YARD FACILITY PROJ	43,006.63
	Vendor Total		**43,006.63**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110107	46,305.01		
				RETENTN PYMT PER ESCROW AGRMNT	46,305.01
	1/31/2011	881988	666,378.90		
				IRONWOOD AVE/INDIAN BASIN PROJ	41,983.20
				IRONWOOD AVE/INDIAN BASIN PROJ	153,101.83
				IRONWOOD AVE/INDIAN BASIN PROJ	42,521.35
				IRONWOOD AVE/INDIAN BASIN PROJ	428,772.52
	Vendor Total		**712,683.91**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF					
	1/18/2011	881916	2,758,449.61		
				CONTRACT LAW ENF BILL # 3	44,172.56
				CONTRACT LAW ENF BILL # 3	277.89
				CONTRACT LAW ENF BILL # 3	1,569,303.99
				CONTRACT LAW ENF BILL # 3	67,302.19
				CONTRACT LAW ENF BILL # 3	332,039.09
				CONTRACT LAW ENF BILL # 3	6,375.60
				CONTRACT LAW ENF BILL # 3	61,080.61
				CONTRACT LAW ENF BILL # 3	5,429.61
				CONTRACT LAW ENF BILL # 3	75,194.74
				CONTRACT LAW ENF BILL # 3	961.84
				CONTRACT LAW ENF BILL # 3	166,479.31
				CONTRACT LAW ENF BILL # 3	3,390.64
				CONTRACT LAW ENF BILL # 3	275,054.27
				CONTRACT LAW ENF BILL # 3	5,921.74
				CONTRACT LAW ENF BILL # 3	34,273.57
				CONTRACT LAW ENF BILL # 3	271.04
				CONTRACT LAW ENF BILL # 3	43,570.90
				CONTRACT LAW ENF BILL # 3	937.99
				CONTRACT LAW ENF BILL # 3	35,144.43
				CONTRACT LAW ENF BILL # 3	1,955.42
				CONTRACT LAW ENF BILL # 3	28,831.13
				CONTRACT LAW ENF BILL # 3	481.05
	1/31/2011	881989	2,612,636.73		
				CONTRACT LAW ENF BILL # 4	43,966.29
				CONTRACT LAW ENF BILL # 4	638.56
				CONTRACT LAW ENF BILL # 4	1,476,007.46
				CONTRACT LAW ENF BILL # 4	58,161.90
				CONTRACT LAW ENF BILL # 4	338,114.62
				CONTRACT LAW ENF BILL # 4	5,585.36
				CONTRACT LAW ENF BILL # 4	47,355.97
				CONTRACT LAW ENF BILL # 4	9,211.25
				CONTRACT LAW ENF BILL # 4	72,048.74
				CONTRACT LAW ENF BILL # 4	1,354.32
				CONTRACT LAW ENF BILL # 4	151,843.66
				CONTRACT LAW ENF BILL # 4	2,484.24
				CONTRACT LAW ENF BILL # 4	305,308.47
				CONTRACT LAW ENF BILL # 4	7,427.96
				CONTRACT LAW ENF BILL # 4	33,822.28
				CONTRACT LAW ENF BILL # 4	226.16
				CONTRACT LAW ENF BILL # 4	38,730.49
				CONTRACT LAW ENF BILL # 4	20,349.00
	Vendor Total		**5,371,086.34**		
FYTD for RIVERSIDE COUNTY SHERIFF			**15,070,633.49**		
SHELL ENERGY NORTH AMERICA (US) L.P.					
	1/24/2011	206043	468,994.40		
				ELECTRICAL ENERGY PURCHASE	468,994.40
	Vendor Total		**468,994.40**		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.			**4,116,830.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/3/2011	205788	40,302.98		
				ELECTRICITY	275.11
				ELECTRICITY	11,977.29
				ELECTRICITY	5,234.12
				ELECTRICITY	38.34
				ELECTRICITY	1,751.14
				ELECTRICITY	4,482.44
				ELECTRICITY	285.81
				ELECTRICITY	9,260.73
				ELECTRICITY	498.85
				ELECTRICITY	335.87
				ELECTRICITY	2,950.73
				ELECTRICITY	503.34
				ELECTRICITY	940.49
				ELECTRICITY	672.49
				ELECTRICITY	188.83
				ELECTRICITY	345.68
				ELECTRICITY	22.57
				ELECTRICITY	105.22
				ELECTRICITY	181.04
				ELECTRICITY	163.53
				ELECTRICITY	89.36
	1/3/2011	205789	31,278.74		
				WDAT CHARGES-SUBSTATION	10,447.31
				WDAT CHARGES-FREDERICK	2,386.62
				WDAT CHARGES-NANDINA	3,199.07
				WDAT CHARGES-GLOBE	8,684.55
				WDAT CHARGES-GRAHAM	3,935.97
				WDAT CHARGES-IRIS	2,625.22
	1/18/2011	205911	136,567.18		
				ELECTRICITY	23.06
				ELECTRICITY	260.91
				ELECTRICITY	45.63
				ELECTRICITY	709.03
				ELECTRICITY	1,012.99
				ELECTRICITY	1,473.45
				ELECTRICITY	95,604.30
				ELECTRICITY	36,719.41
				ELECTRICITY	368.26
				ELECTRICITY	92.28
				ELECTRICITY	24.38
				ELECTRICITY	25.99
				ELECTRICITY	65.46
				ELECTRICITY	98.06
				ELECTRICITY	43.97
	1/25/2011	206076	33,175.97		
				ELECTRICITY	526.31
				ELECTRICITY	218.90
				ELECTRICITY	47.13
				ELECTRICITY	5,857.01
				ELECTRICITY	1,060.58
				ELECTRICITY	192.86

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	2,381.91
			ELECTRICITY	19.18
			ELECTRICITY	2,506.80
			ELECTRICITY	558.12
			ELECTRICITY	1,664.77
			ELECTRICITY	721.57
			ELECTRICITY	863.69
			ELECTRICITY	140.12
			ELECTRICITY	3,741.18
			ELECTRICITY	1,010.57
			ELECTRICITY	1,145.53
			ELECTRICITY	22.57
			ELECTRICITY	387.77
			ELECTRICITY	5,761.71
			ELECTRICITY	1,736.44
			ELECTRICITY	255.45
			ELECTRICITY	264.70
			ELECTRICITY	859.11
			ELECTRICITY	143.70
			ELECTRICITY	187.03
			ELECTRICITY	31.62
			ELECTRICITY	21.84
			ELECTRICITY	168.75
			ELECTRICITY	213.66
			ELECTRICITY	147.51
			ELECTRICITY	199.58
			ELECTRICITY	90.54
			ELECTRICITY	27.76
	Vendor Total	**241,324.87**		
FYTD for SOUTHERN CALIFORNIA EDISON		**1,759,082.07**		
STANDARD INSURANCE CO				
1/25/2011	206077	29,819.16		
			LIFE & DISABILITY INSURANCE	11,662.68
			LIFE & DISABILITY INSURANCE	-68.37
			LIFE & DISABILITY INSURANCE	18,236.93
			LIFE & DISABILITY INSURANCE	-12.08
	Vendor Total	**29,819.16**		
FYTD for STANDARD INSURANCE CO		**227,964.72**		
STK ARCHITECTURE, INC.				
1/24/2011	881962	85,849.08		
			MORRISON PRK FIRE STATION PROJ	85,849.08
	Vendor Total	**85,849.08**		
FYTD for STK ARCHITECTURE, INC.		**270,740.17**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. BANK/CALCARDS					
	1/6/2011	110103	112,826.10		
				CALCARD PMT CYCLE END 12/22/10	112,826.10
	1/20/2011	110104	95,683.24		
				CALCARD PYMT CYCLE END 1/7/11	95,683.24
	Vendor Total		**208,509.34**		
FYTD for U.S. BANK/CALCARDS			**1,121,345.00**		
WELLS FARGO CORPORATE TRUST					
	1/25/2011	110110	1,023,839.98		
				INT PYMT-2007 TAB SERIES A	1,023,839.98
	Vendor Total		**1,023,839.98**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.					
	1/18/2011	205932	741,529.00		
				TUMF FEES	235,161.00
				TUMF FEES	506,368.00
	Vendor Total		**741,529.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			**953,476.08**		
WRCRCA					
	1/18/2011	205933	33,159.00		
				DEC-10 RESIDENTIAL FEES	33,159.00
	Vendor Total		**33,159.00**		
FYTD for WRCRCA			**1,271,213.38**		
	Subtotal		**11,147,668.48**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN $25,000				
EXCLUSIVE RM AUTHORITY OF CA				
1/10/2011	205799	10,000.00		
			GENERAL MATTERS	10,000.00
Vendor Total		**10,000.00**		
FYTD for EXCLUSIVE RM AUTHORITY OF CA		**10,000.00**		
3E COMPANY				
1/10/2011	205800	3,907.00		
			SUBSCRIPTION LICENSE/RENEWAL	3,907.00
Vendor Total		**3,907.00**		
FYTD for 3E COMPANY		**3,907.00**		
A & I REPROGRAPHICS 2406362				
1/3/2011	205745	765.17		
			RPRGRPHC SVCS-PERRIS BL WIDEN	765.17
1/10/2011	205801	330.92		
			RPRGRPHCS-SHADOW MTN PARK PROJ	248.19
			RPRGRPHCS-SHADOW MTN PARK PROJ	82.73
1/18/2011	205840	665.44		
			RPRGRPHC SVCS-BRIDGE MAINT PRJ	665.44
1/31/2011	206078	860.37		
			RPRGRPHC SVCS-PERRIS BL WIDEN	265.40
			RPRGRPHC SVCS-SR60/NASON PROJ	594.97
Vendor Total		**2,621.90**		
FYTD for A & I REPROGRAPHICS 2406362		**21,019.27**		
A COMING OF AGE FOSTER FAMILY AGENCY				
1/18/2011	205841	200.00		
			REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		**200.00**		
FYTD for A COMING OF AGE FOSTER FAMILY AGENCY		**200.00**		
ACCESS SECURITY CONTROLS INT., INC.				
1/10/2011	205802	75.00		
			MONITORING SVCS-ERC	75.00
1/24/2011	205938	985.00		
			MONITORING SVCS-GOLF COURSE	75.00
			MONITORING SVCS-S/MEAD MIDDLE	75.00
			MONITORING SVCS-ASES STARS	75.00
			MONITORING SVCS-FS #58	760.00
Vendor Total		**1,060.00**		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		**5,042.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACCOUNTEMPS					
	1/31/2011	206079	2,214.81		
				TEMP SVCS-V ARGUTA W/E 12/24	2,214.81
	Vendor Total		**2,214.81**		
FYTD for ACCOUNTEMPS			**7,155.45**		
ACT MEDIATION					
	1/18/2011	205842	0.00		
				MEDIATION -CASE# RIC 10017492	2,900.00
				VOIDED CHECK #205842 ON1/24/11	-2,900.00
	1/18/2011	205843	5,800.00		
				MEDIATION -CASE# RIC 10017492	5,800.00
	Vendor Total		**5,800.00**		
FYTD for ACT MEDIATION			**5,800.00**		
ADAMS, MARK L.					
	1/3/2011	881812	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ADAMS, MARK L.			**2,231.11**		
ADDICTION MEDICINE CONSULTANTS, INC.					
	1/31/2011	206080	1,375.00		
				DRUG/ALCOHOL TESTING PRGM	1,375.00
	Vendor Total		**1,375.00**		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.			**1,375.00**		
ADDUS HEALTH CARE					
	1/3/2011	205746	500.00		
				REFUND-RNTL DEP 12/13	500.00
	Vendor Total		**500.00**		
FYTD for ADDUS HEALTH CARE			**500.00**		
ADLERHORST INTERNATIONAL INC.					
	1/18/2011	881892	283.34		
				TRAINING FOR PATROL CANINES	283.34
	Vendor Total		**283.34**		
FYTD for ADLERHORST INTERNATIONAL INC.			**18,857.09**		
ADMINSURE					
	1/31/2011	206081	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**18,200.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
1/10/2011	881876	390.00		
			ICE MACHINE MAINT-FS #2	185.00
			ICE MACHINE MAINT-FS #2	10.00
			ICE MACHINE MAINT-FS #65	185.00
			ICE MACHINE MAINT-FS #65	10.00
1/24/2011	881933	1,238.00		
			ICE MACHINE MAINT-FS #58	1,043.00
			ICE MACHINE MAINT-PSB	195.00
	Vendor Total	**1,628.00**		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		**16,596.00**		
ADVANCED ELECTRIC				
1/31/2011	206082	496.00		
			ELECTRICAL REPAIRS-CONF & REC	124.00
			RETROFIT LAMPS @ CITY HALL	372.00
	Vendor Total	**496.00**		
FYTD for ADVANCED ELECTRIC		**7,241.60**		
ADVANTAGE BUSINESS EQUIPMENT, INC				
1/31/2011	206166	153.31		
			BLANK CHECK STOCK-A/P	153.31
	Vendor Total	**153.31**		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		**1,022.20**		
AEI-CASC ENGINEERING				
1/24/2011	881934	1,036.00		
			PROF CONSULTING SVCS-WQMP	1,036.00
	Vendor Total	**1,036.00**		
FYTD for AEI-CASC ENGINEERING		**10,298.04**		
AGUIRRE, LEONOR S				
1/10/2011	205803	1,650.00		
			MOVING EXPENSES-PERRIS BL PROJ	1,650.00
	Vendor Total	**1,650.00**		
FYTD for AGUIRRE, LEONOR S		**1,650.00**		
AHLERS, ROSCEAL				
1/18/2011	205844	152.00		
			INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total	**152.00**		
FYTD for AHLERS, ROSCEAL		**608.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALBERTO'S MEXICAN FOOD					
	1/31/2011	206083	55.97		
				REFUND-BUS LIC OVRPMT	55.97
	Vendor Total		**55.97**		
FYTD for ALBERTO'S MEXICAN FOOD			**55.97**		
ALCORN FENCE COMPANY					
	1/24/2011	205939	22.34		
				REFUND-BUS.LIC OVERPYMT	22.34
	Vendor Total		**22.34**		
FYTD for ALCORN FENCE COMPANY			**22.34**		
ALESSANDRO SMOG TEST ONLY					
	1/24/2011	205940	39.00		
				REFUND-BUS.LIC OVERPYMT	39.00
	Vendor Total		**39.00**		
FYTD for ALESSANDRO SMOG TEST ONLY			**39.00**		
ALL PRO MEDICAL GROUP, INC					
	1/24/2011	205941	40.44		
				REFUND-BUS.LIC OVERPYMT	40.44
	Vendor Total		**40.44**		
FYTD for ALL PRO MEDICAL GROUP, INC			**40.44**		
ALLIANCE BUS LINES INC					
	1/10/2011	205804	257.64		
				TRANSPORTATION SVCS-CHILDS PLC	48.88
				TRANSPORTATION SVCS-CHILDS PLC	208.76
	Vendor Total		**257.64**		
FYTD for ALLIANCE BUS LINES INC			**7,109.27**		
ALLIANZ LIFE INSURANCE CO					
	1/18/2011	205845	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**525.00**		
ALVAREZ, ESPERANZA					
	1/24/2011	205942	300.00		
				REFUND-RNTL DEP 10/23	300.00
	Vendor Total		**300.00**		
FYTD for ALVAREZ, ESPERANZA			**300.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMAZING DISCOUNT STORE					
	1/24/2011	205943	36.00		
				REFUND-BUS.LIC OVERPYMT	36.00
	Vendor Total		**36.00**		
FYTD for AMAZING DISCOUNT STORE			**36.00**		
AMERICA VIETNAM REALTY & FINANCE					
	1/31/2011	206084	22.60		
				REFUND-BUS LIC OVRPMT	22.60
	Vendor Total		**22.60**		
FYTD for AMERICA VIETNAM REALTY & FINANCE			**22.60**		
AMERICAN FORENSIC NURSES					
	1/18/2011	881893	1,191.32		
				BLOOD DRAWS	82.16
				BLOOD DRAWS	1,109.16
	1/24/2011	881935	41.08		
				BLOOD DRAWS	41.08
	1/31/2011	881972	1,550.64		
				BLOOD DRAWS	1,550.64
	Vendor Total		**2,783.04**		
FYTD for AMERICAN FORENSIC NURSES			**17,643.42**		
AMERICAN TOWERS					
	1/10/2011	205805	2,573.48		
				LEASE AGREEMENT	2,573.48
	Vendor Total		**2,573.48**		
FYTD for AMERICAN TOWERS			**10,293.92**		
AMINO, MARCIA					
	1/24/2011	205944	169.76		
				REFUND-CANDIDATE STMNT	169.76
	Vendor Total		**169.76**		
FYTD for AMINO, MARCIA			**169.76**		
AMTECH ELEVATOR SERVICES					
	1/24/2011	205945	210.90		
				ELEVATOR SVC-SENIOR CENTER	210.90
	Vendor Total		**210.90**		
FYTD for AMTECH ELEVATOR SERVICES			**1,271.69**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANAYA, KIM REYE					
	1/18/2011	205846	93.00		
				MILEAGE REIMBURSEMENT	93.00
	Vendor Total		**93.00**		
FYTD for ANAYA, KIM REYE			**239.90**		
ANDREWS-BAKER, SUE					
	1/24/2011	205946	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for ANDREWS-BAKER, SUE			**375.00**		
ANIMAL HEALTH AND SANITARY SUPPLY					
	1/10/2011	205806	170.37		
				CLEANING SOLUTIONS-ANML SHLTR	170.37
	Vendor Total		**170.37**		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY			**783.14**		
ANIMAL PEST MANAGEMENT SERVICES, INC.					
	1/24/2011	205947	1,790.00		
				PEST CNTRL SVC-CFD #1	160.00
				PEST CNTRL SVC-GOLF COURSE	180.00
				PEST CNTRL SVC-STARS BLDG	100.00
				PEST CNTRL SVC-CITY PARKS	665.00
				PEST CNTRL SVC-CITY PARKS	255.00
				PEST CNTRL SVC-MARCH CHILDCARE	330.00
				PEST CNTRL SVC-MARCH C/C & PAL	100.00
	Vendor Total		**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.			**12,530.00**		
APPLIANCE DISCOUNTERS					
	1/3/2011	205747	27.95		
				REFUND-BUS LIC OVRPMT	27.95
	Vendor Total		**27.95**		
FYTD for APPLIANCE DISCOUNTERS			**27.95**		
ARCHIVE MANAGEMENT SERVICE					
	1/24/2011	881936	1,172.51		
				OFF SITE STORAGE-CITY CLERKS	1,172.51
	Vendor Total		**1,172.51**		
FYTD for ARCHIVE MANAGEMENT SERVICE			**9,853.37**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARROWHEAD WATER					
	1/10/2011	205807	365.78		
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRAILER	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
				WATER PURIF RNTL-EOC	25.00
	1/24/2011	205948	0.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
	1/25/2011	206074	125.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
	1/31/2011	206085	365.78		
				WATER PURIF RNTL-STARS BLDG	25.00
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRFFC TRLR	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
	Vendor Total		**856.56**		
FYTD for ARROWHEAD WATER			**4,187.06**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AT&T MOBILITY					
	1/18/2011	205847	91.87		
				CELL PHONE CHRGS-PD COMND CTR	91.87
	1/31/2011	206086	91.98		
				CELL PHONE SVC-PD MBL CTR	91.98
	Vendor Total		**183.85**		
FYTD for AT&T MOBILITY			**734.78**		
AT&T/MCI					
	1/18/2011	205848	183.36		
				COMMUNICATIONS SVCS-PD	183.36
	Vendor Total		**183.36**		
FYTD for AT&T/MCI			**1,284.66**		
AUDREY PATRICK REPORTING SERVICES					
	1/31/2011	206087	1,065.00		
				LEGAL TRANSCRIPTION SVCS	1,065.00
	Vendor Total		**1,065.00**		
FYTD for AUDREY PATRICK REPORTING SERVICES			**4,891.16**		
AUTOMATED GATE SERVICES, INC					
	1/10/2011	205808	41.34		
				REFUND-BUS LIC OVRPMT	41.34
	Vendor Total		**41.34**		
FYTD for AUTOMATED GATE SERVICES, INC			**41.34**		
AVILA, BRENDA					
	1/24/2011	205949	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for AVILA, BRENDA			**20.00**		
AWAD, SAAD					
	1/24/2011	205950	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for AWAD, SAAD			**50.00**		
AYARS, MARGARET E.					
	1/3/2011	881813	956.19		
				OCT - DEC '10, PAID Jan '11	956.19
	Vendor Total		**956.19**		
FYTD for AYARS, MARGARET E.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BACHER, GRACE					
	1/3/2011	205748	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**2,152.33**		
BANFORD, SHERI					
	1/31/2011	206088	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for BANFORD, SHERI			**50.00**		
BARNES, DARLENE					
	1/3/2011	881814	114.50		
				DEC '10, PAID JAN '11	114.50
	Vendor Total		**114.50**		
FYTD for BARNES, DARLENE			**916.00**		
BASHIR, MUHAMMAD					
	1/18/2011	205849	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for BASHIR, MUHAMMAD			**200.00**		
BAYER APPRAISALS					
	1/24/2011	205951	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for BAYER APPRAISALS			**1,500.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.					
	1/18/2011	881894	16,037.60		
				LANDSCAPE MAINT-ZONE E-4	19.00
				LANDSCAPE MAINT-ZONE E-4/E-4A	15,650.96
				LANDSCAPE MAINT-ZONE E-4/E-4A	367.64
	1/24/2011	881937	13,255.58		
				LANDSCAPE MAINT-CORP. YARD	250.00
				LANDSCAPE MAINT-ANIMAL SHELTER	520.00
				LANDSCAPE MAINT-C & R	1,900.00
				LANDSCAPE MAINT-STARS BLDG	300.00
				LANDSCAPE MAINT-PSB	1,197.58
				LANDSCAPE MAINT-UTILITIES	480.00
				LANDSCAPE MAINT-ELECTRIC SUBST	630.00
				LANDSCAPE MAINT-PUBLIC LIBRARY	520.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-CFD #1	1,900.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-PARKS	735.00
				LANDSCAPE MAINT-PARKS	262.50
				LANDSCAPE MAINT-PARKS	525.00
				LANDSCAPE MAINT-PARKS	850.50
				LANDSCAPE MAINT-PARKS	1,785.00
				LANDSCAPE MAINT-PARKS	600.00
	Vendor Total		**29,293.18**		
FYTD for BEMUS LANDSCAPE, INC.			**334,630.49**		
BENESYST, INC.					
	1/24/2011	205952	1,020.22		
				FLEX ADMIN SVCS-HR	220.61
				FLEX ADMIN SVCS-HR	309.61
				COBRA ADMIN SVCS-HR	245.00
				COBRA ADMIN SVCS-HR	245.00
	Vendor Total		**1,020.22**		
FYTD for BENESYST, INC.			**4,479.68**		
BIO-TOX LABORATORIES					
	1/18/2011	205850	34.23		
				TOXICOLOGY TESTS	34.23
	Vendor Total		**34.23**		
FYTD for BIO-TOX LABORATORIES			**36,839.23**		
BOBO II, FELIX					
	1/18/2011	205851	77.00		
				MILEAGE REIMBURSEMENT	77.00
	Vendor Total		**77.00**		
FYTD for BOBO II, FELIX			**815.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BORNSHEUER, BRENDA					
	1/24/2011	205953	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for BORNSHEUER, BRENDA			**20.00**		
BPC MEDIA WORKS, LLC					
	1/31/2011	206089	1,530.00		
				ADVERTISING SVCS-EDD	1,530.00
	Vendor Total		**1,530.00**		
FYTD for BPC MEDIA WORKS, LLC			**1,530.00**		
BPS TACTICAL, INC					
	1/10/2011	205809	277.31		
				BALLISTIC VEST-PD	277.31
	Vendor Total		**277.31**		
FYTD for BPS TACTICAL, INC			**940.20**		
BRANDON'S DINER, INC.					
	1/3/2011	205749	750.00		
				REFUND-RNTL DEP 12/16	750.00
	Vendor Total		**750.00**		
FYTD for BRANDON'S DINER, INC.			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.					
	1/24/2011	881938	2,766.75		
				MISC BOOKS-LIBRARY	24.37
				MISC BOOKS-LIBRARY	31.60
				MISC BOOKS-LIBRARY	21.36
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	64.13
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	109.69
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	24.41
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	59.34
				MISC BOOKS-LIBRARY	59.14
				MISC BOOKS-LIBRARY	33.06
				MISC BOOKS-LIBRARY	313.88
				MISC BOOKS-LIBRARY	63.70
				MISC BOOKS-LIBRARY	27.40
				MISC BOOKS-LIBRARY	18.36
				MISC BOOKS-LIBRARY	245.71
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	295.27
				MISC BOOKS-LIBRARY	39.56
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.99
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	29.41
				MISC BOOKS-LIBRARY	43.14
				MISC BOOKS-LIBRARY	608.12
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	180.92
				MISC BOOKS-LIBRARY	43.23
	1/31/2011	881974	43.17		
				MISC BOOKS-LIBRARY	43.17
	Vendor Total		**2,809.92**		
FYTD for BRODART CO.			**24,625.26**		
BUCKINGHAM, STAN					
	1/3/2011	205750	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUSH, DUNCAN					
	1/31/2011	206090	3.01		
				REFUND-UT USER TAXES	3.01
	Vendor Total		**3.01**		
FYTD for BUSH, DUNCAN			**3.01**		
BWI - BOOK WHOLESALERS, INC.					
	1/24/2011	205955	72.12		
				MISC BOOKS-LIBRARY	72.12
	1/31/2011	206091	658.38		
				MISC BOOKS-LIBRARY	658.38
	Vendor Total		**730.50**		
FYTD for BWI - BOOK WHOLESALERS, INC.			**14,612.53**		
CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM					
	1/31/2011	206092	400.00		
				VALUATION SVCS-EMPLYR CONT RAT	400.00
	Vendor Total		**400.00**		
FYTD for CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM			**400.00**		
CAIN, GREGORY					
	1/3/2011	881815	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**2,231.11**		
CALIFORNIA BUILDING STANDARDS COMMISSION					
	1/18/2011	205852	487.80		
				SB 1473 FEES COLLECTED	487.80
	Vendor Total		**487.80**		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION			**1,333.80**		
CALIFORNIA MOBILE HOMES SVCS, INC					
	1/31/2011	206093	40.00		
				REFUND-BUS LIC OVRPMT	40.00
	Vendor Total		**40.00**		
FYTD for CALIFORNIA MOBILE HOMES SVCS, INC			**40.00**		
CALIFORNIA TRANSCRIPTION, LLC					
	1/31/2011	881975	85.29		
				TRANSCRIPTION SVCS	85.29
	Vendor Total		**85.29**		
FYTD for CALIFORNIA TRANSCRIPTION, LLC			**379.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALPERS					
	1/24/2011	205956	21,621.60		
				4TH LEVEL SURVIVOR BNFT	21,621.60
	Vendor Total		**21,621.60**		
FYTD for CALPERS			**1,585,621.60**		
CANNON, ANA M.					
	1/3/2011	881816	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CANNON, ANA M.			**2,056.56**		
CANON FINANCIAL SERVICES, INC.					
	1/10/2011	205811	7,590.68		
				COPIERS-LEASE	7,059.29
				COPIERS-LEASE SALES TAX	531.39
	Vendor Total		**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.			**53,134.76**		
CARTER, ROSALYN					
	1/3/2011	881817	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CARTER, ROSALYN			**2,325.18**		
CASCADE DRILLING, LP					
	1/24/2011	205957	32.85		
				REFUND-BUS.LIC OVERPYMT	32.85
	Vendor Total		**32.85**		
FYTD for CASCADE DRILLING, LP			**32.85**		
CASTRO, VERNITA					
	1/18/2011	205853	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for CASTRO, VERNITA			**200.00**		
CAVENAUGH & ASSOCIATES					
	1/18/2011	881895	499.00		
				D.U.I. SEMINAR MAR 14-18, 2011	499.00
	Vendor Total		**499.00**		
FYTD for CAVENAUGH & ASSOCIATES			**499.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX					
	1/10/2011	205812	468.12		
				CEMENT PURCHASE	468.12
	Vendor Total		**468.12**		
FYTD for CEMEX			**5,006.90**		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS					
	1/31/2011	206094	210.00		
				PRE-EMPLOYMENT PHYSICALS	210.00
	Vendor Total		**210.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**7,684.00**		
CENTURY 21/ LOIS LAUER, INC					
	1/24/2011	205958	91.30		
				REFUND-BUS.LIC OVERPYMT	91.30
	Vendor Total		**91.30**		
FYTD for CENTURY 21/ LOIS LAUER, INC			**91.30**		
CHANCY, CHIZURU					
	1/31/2011	206095	140.40		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
	Vendor Total		**140.40**		
FYTD for CHANCY, CHIZURU			**936.00**		
CHANDLER ASSET MANAGEMENT, INC					
	1/18/2011	881896	8,834.00		
				INVESTMENT MGMT.	8,834.00
	Vendor Total		**8,834.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**61,659.00**		
CHAPMAN, STEVE					
	1/3/2011	205751	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**2,231.11**		
CHAPPELL, ISAAC					
	1/3/2011	881818	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHERRY VALLEY FEED					
	1/18/2011	205854	140.26		
				DOG FOOD & MISC.	140.26
	Vendor Total		**140.26**		
FYTD for CHERRY VALLEY FEED			**776.30**		
CHICO, DANIEL					
	1/18/2011	205855	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for CHICO, DANIEL			**885.00**		
CHRISTIAN, OWEN					
	1/3/2011	881819	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**1,397.06**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION				
1/3/2011	205752	69.56		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-CFD#1	13.74
			UNIFORM RNTL SVC-GOLF COURSE	5.63
1/10/2011	205813	212.33		
			UNIFORM RNTL SVC-EQUIP MAINT	48.62
			UNIFORM RNTL SVC-EQUIP MAINT	25.62
			UNIFORM RNTL SVC-TRFFC SGNL MA	20.79
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-TREE MAINT CR	9.18
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-STREET MAINT	48.06
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-FAC MAINT	16.70
1/18/2011	205856	118.94		
			UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
			UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
			UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
			UNIFORM RNTL SVC-SIGNS/STRIP	15.82
			UNIFORM RNTL SVC-SIGNS/STRIP	15.82
			UNIFORM RNTL SVC-SIGNS/STRIP	15.82
			UNIFORM RNTL SVC-CFD #1	13.74
			UNIFORM RNTL SVC-CFD #1	13.74
			UNIFORM RNTL SVC-GOLF COURSE	5.63
1/24/2011	205959	269.96		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-FAC.MAINT.	16.70
			UNIFORM RNTL SVC-FAC.MAINT.	16.70
			UNIFORM RNTL SVC-FAC.MAINT.	16.70
			UNIFORM RNTL SVC-GOLF STAFF	5.63
			UNIFORM RNTL SVC-GOLF STAFF	5.63
			UNIFORM RNTL SVC-TRAFFICSIGNAL	12.79
			UNIFORM RNTL SVC-SIGNS/STRIPS	15.82
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
1/31/2011	206096	114.87		
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-CFD#1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF STAFF	5.63

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	Vendor Total	785.66		
FYTD for CINTAS CORPORATION		6,737.78		
CIOTTI, MARTIN AND/OR FLORENCE				
1/24/2011	205960	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for CIOTTI, MARTIN AND/OR FLORENCE		20.00		
CITY OF MORENO VALLEY VEBA TRUST				
1/18/2011	881897	4,125.00		
			EXEMPT VEBA	4,125.00
	Vendor Total	4,125.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		28,687.50		
CITY OF RIVERSIDE				
1/6/2011	205798	80.00		
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
1/24/2011	205961	80.00		
			ATTND-M DAWSON/R TEICHERT	40.00
			ATTND-M DAWSON/R TEICHERT	40.00
	Vendor Total	160.00		
FYTD for CITY OF RIVERSIDE		3,083.37		
CLEAN AIR SMOG				
1/24/2011	205962	42.50		
			REFUND-BUS.LIC OVERPYMT	42.50
	Vendor Total	42.50		
FYTD for CLEAN AIR SMOG		42.50		
CLOVER ENTERPRISES, INC				
1/3/2011	205753	42.90		
			REFUND-BUS LIC OVRPMT	42.90
	Vendor Total	42.90		
FYTD for CLOVER ENTERPRISES, INC		42.90		
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC				
1/18/2011	205857	50.00		
			ANNUAL MEMBERSHIP 1/1-12/31/11	50.00
	Vendor Total	50.00		
FYTD for CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC		50.00		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CNOA REGION IV					
	1/31/2011	206097	280.00		
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
	Vendor Total		**280.00**		
FYTD for CNOA REGION IV			**280.00**		
CNOA REGION V					
	1/24/2011	205963	405.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
	1/31/2011	206098	45.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
	Vendor Total		**450.00**		
FYTD for CNOA REGION V			**450.00**		
CO, MARCELO					
	1/24/2011	205964	106.23		
				REFUND-CANDIDATE STMNT	106.23
	Vendor Total		**106.23**		
FYTD for CO, MARCELO			**106.23**		
COLONIAL SUPPLEMENTAL INSURANCE					
	1/24/2011	205965	6,605.89		
				SUPPLEMENTAL INSURANCE	6,605.89
	1/31/2011	206099	7,166.44		
				SUPPLEMENTAL INSURANCE	7,166.44
	Vendor Total		**13,772.33**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE			**56,444.03**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY HEALTH CHARITIES					
	1/3/2011	205754	126.47		
				CHC CONTRIBUTIONS	126.47
	1/18/2011	205858	186.31		
				CHC CONTRIBUTIONS	186.31
	1/31/2011	206100	186.31		
				CHC CONTRIBUTIONS	186.31
	Vendor Total		**499.09**		
FYTD for COMMUNITY HEALTH CHARITIES			**2,443.20**		
CONTINUING EDUCATION OF THE BAR					
	1/18/2011	205859	117.72		
				LEGAL PUBLICATION SUBSCPTNS	117.72
	Vendor Total		**117.72**		
FYTD for CONTINUING EDUCATION OF THE BAR			**795.57**		
CONTRERAS, ROBERT					
	1/24/2011	205966	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for CONTRERAS, ROBERT			**20.00**		
CORPIN, RUBY					
	1/24/2011	205967	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for CORPIN, RUBY			**75.00**		
COSTCO					
	1/3/2011	205755	2,326.44		
				MISC SUPPLIES-STARS	281.45
				MISC SUPPLIES-STARS	356.24
				MISC SUPPLIES-STARS	306.69
				MISC SUPPLIES-CHILDS PLACE	1,382.06
	1/24/2011	205968	292.98		
				MISC SUPPLIES-STARS PROGRAM	138.60
				MISC SUPPLIES-STARS PROGRAM	30.06
				MISC SUPPLIES-ECON.DEV.	21.09
				MISC SUPPLIES-STARS PROGRAM	103.23
	1/31/2011	206101	399.34		
				MISC SUPPLIES-SKATE PARK	193.42
				MISC SUPPLIES-STARS	205.92
	Vendor Total		**3,018.76**		
FYTD for COSTCO			**33,059.90**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNSELING TEAM, THE					
	1/31/2011	206102	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	Vendor Total		**1,250.00**		
FYTD for COUNSELING TEAM, THE			**10,000.00**		
COUNTY OF RIVERSIDE - RMAP					
	1/10/2011	205814	42.70		
				RECORDATION REQUESTS-LAND DEV	42.70
	Vendor Total		**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP			**297.45**		
COUNTY OF RIVERSIDE AUDITOR					
	1/18/2011	205860	18,232.67		
				PARKING CONTROL FEES-CODE	16,334.67
				PARKING CONTROL FEES-CODE	1,898.00
	Vendor Total		**18,232.67**		
FYTD for COUNTY OF RIVERSIDE AUDITOR			**175,501.03**		
COVENTRY PET RESORT					
	1/24/2011	881939	110.31		
				MISC K-9 FOOD-PD	101.43
				MISC K-9 FOOD-PD	8.88
	Vendor Total		**110.31**		
FYTD for COVENTRY PET RESORT			**659.50**		
CREATIVE SOLUTIONS FOR KIDS & FAMILIES					
	1/3/2011	205756	650.00		
				REFUND-RNTL DEP 12/19	650.00
	Vendor Total		**650.00**		
FYTD for CREATIVE SOLUTIONS FOR KIDS & FAMILIES			**650.00**		
CRITICAL REACH					
	1/24/2011	205969	265.00		
				2011 TRAK SUPPORT FEES	265.00
	Vendor Total		**265.00**		
FYTD for CRITICAL REACH			**265.00**		
CROSS, GWENDOLYN					
	1/24/2011	205970	110.13		
				REFUND-CANDIDATE STMNT	110.13
	Vendor Total		**110.13**		
FYTD for CROSS, GWENDOLYN			**110.13**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CROSSAN, RICK					
	1/31/2011	206103	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for CROSSAN, RICK			**75.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH					
	1/31/2011	206104	578.00		
				HEALTH PERMIT RNWL-SNNYMD PARK	578.00
	Vendor Total		**578.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			**11,905.36**		
CURRIER SANCHEZ CHIROPRACTIC					
	1/24/2011	205971	69.00		
				REFUND-BUS.LIC OVERPYMT	69.00
	Vendor Total		**69.00**		
FYTD for CURRIER SANCHEZ CHIROPRACTIC			**69.00**		
DACOLIAS, RAYMOND					
	1/18/2011	205861	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for DACOLIAS, RAYMOND			**684.00**		
DALE, KATHLEEN					
	1/3/2011	881820	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for DALE, KATHLEEN			**2,212.27**		
DATA TICKET, INC.					
	1/10/2011	881877	690.00		
				CITATION PRCSSNG-BLDG/SFTY	69.50
				CITATION PRCSSNG-ANML SVCS	620.50
	1/18/2011	881898	15,614.64		
				ADMIN CITATION PROCESSING	4,754.35
				CODE CITATION PROCESSING	10,860.29
	1/24/2011	881940	1,183.30		
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-CODE	973.30
	Vendor Total		**17,487.94**		
FYTD for DATA TICKET, INC.			**143,504.29**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DATAQUICK CORPORATE HEADQUARTERS					
	1/24/2011	205972	130.50		
				ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total		**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS			**913.50**		
DAVID TRUNG DUC NGUYEN, MD					
	1/31/2011	206105	75.00		
				REFUND-BUS LIC OVRPMT	75.00
	Vendor Total		**75.00**		
FYTD for DAVID TRUNG DUC NGUYEN, MD			**75.00**		
DEFINITIVE FINANCIAL SOLUTIONS, LLC					
	1/10/2011	205815	4,875.00		
				CONSULTING SERVICES	4,875.00
	Vendor Total		**4,875.00**		
FYTD for DEFINITIVE FINANCIAL SOLUTIONS, LLC			**4,875.00**		
DEL REY APPRAISAL SRVCS					
	1/24/2011	205973	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for DEL REY APPRAISAL SRVCS			**1,750.00**		
DELTA DENTAL					
	1/24/2011	205974	11,518.03		
				EMPLOYEE DENTAL INSURANCE	11,518.03
	Vendor Total		**11,518.03**		
FYTD for DELTA DENTAL			**79,369.50**		
DELTACARE USA					
	1/24/2011	205975	6,166.01		
				EMPLOYEE DENTAL INSURANCE	6,166.01
	Vendor Total		**6,166.01**		
FYTD for DELTACARE USA			**44,167.60**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DENNIS GRUBB & ASSOCIATES, LLC					
	1/10/2011	881878	455.00		
				PLAN REVIEW SVCS-FIRE PREV	455.00
	1/18/2011	881899	5,430.00		
				PLAN REVIEW SERVICES	2,300.00
				PLAN REVIEW SERVICES	3,130.00
	1/31/2011	881976	930.00		
				PLAN REVIEW SERVICES-FIRE PREV	930.00
	Vendor Total		**6,815.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**53,295.00**		
DEPARTMENT OF CONSERVATION					
	1/13/2011	205839	991.51		
				SMI FEES LESS 5% RETAINAGE	1,043.69
				SMI FEES LESS 5% RETAINAGE	-52.18
	Vendor Total		**991.51**		
FYTD for DEPARTMENT OF CONSERVATION			**2,409.37**		
DESIGN WORKS					
	1/18/2011	205862	58.50		
				YOUTH SPORTS UNIFORMS	58.50
	Vendor Total		**58.50**		
FYTD for DESIGN WORKS			**9,450.60**		
DLS LANDSCAPE, INC					
	1/24/2011	205976	12,390.00		
				LANDSCAPE MAINT-CFD #1	2,160.00
				LANDSCAPE MAINT-ZONE A	10,230.00
	Vendor Total		**12,390.00**		
FYTD for DLS LANDSCAPE, INC			**86,730.00**		
DORY, ALLEEN F.					
	1/3/2011	205757	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for DORY, ALLEEN F.			**1,397.06**		
DUNN, LAURA ISABEL GARCIA					
	1/18/2011	881900	152.00		
				INSTRUCTIONAL SERVICES	152.00
	Vendor Total		**152.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**380.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.G. BRENNAN & CO, LLC					
	1/10/2011	881879	203.91		
				FOLDING MACHINE PART-FASD	187.50
				FOLDING MACHINE PART-TAX	16.41
	Vendor Total		**203.91**		
FYTD for E.G. BRENNAN & CO, LLC			**203.91**		
E.R. BLOCK PLUMBING & HEATING, INC.					
	1/18/2011	205863	140.00		
				BACKFLOW TESTING IN ZONE D	140.00
	1/31/2011	206106	180.00		
				BACKFLOW TESTING-E3	80.00
				BACKFLOW TESTING-ZONE M	100.00
	Vendor Total		**320.00**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**13,897.06**		
E5, INC.					
	1/31/2011	206107	4,655.00		
				AB32 VERIFICATION SVCS-UTILITY	4,655.00
	Vendor Total		**4,655.00**		
FYTD for E5, INC.			**4,655.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT					
	1/3/2011	205758	5,436.35		
				WATER CHARGES	207.74
				WATER CHARGES	1,565.50
				WATER CHARGES	556.49
				WATER CHARGES	41.27
				WATER CHARGES	2,413.99
				WATER CHARGES	275.56
				WATER CHARGES	112.33
				WATER CHARGES	137.47
				WATER CHARGES	63.00
				WATER CHARGES	63.00
	1/10/2011	205816	9,216.64		
				WATER CHARGES	82.19
				WATER CHARGES	89.66
				WATER CHARGES	90.63
				WATER CHARGES	125.73
				WATER CHARGES	336.24
				WATER CHARGES	2,641.63
				WATER CHARGES	61.29
				WATER CHARGES	2,275.89
				WATER CHARGES	140.58
				WATER CHARGES	904.26
				WATER CHARGES	1,716.30
				WATER CHARGES	23.16
				WATER CHARGES	195.00
				WATER CHARGES	104.93
				WATER CHARGES	347.46
				WATER CHARGES	81.69
	1/18/2011	205864	15,196.99		
				WATER CHARGES	807.88
				WATER CHARGES	194.25
				WATER CHARGES	699.83
				WATER CHARGES	735.43
				WATER CHARGES	36.00
				WATER CHARGES	600.12
				WATER CHARGES	1,037.62
				WATER CHARGES	90.61
				WATER CHARGES	2,911.27
				WATER CHARGES	291.12
				WATER CHARGES	1,365.36
				WATER CHARGES	406.29
				WATER CHARGES	964.12
				WATER CHARGES	1,311.40
				WATER CHARGES	870.38
				WATER CHARGES	708.34
				WATER CHARGES	30.92
				WATER CHARGES	538.98
				WATER CHARGES	424.93
				WATER CHARGES	268.17
				WATER CHARGES	106.19
				WATER CHARGES	202.60
				WATER CHARGES	123.32
				WATER CHARGES	4.03

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	356.23
			WATER CHARGES	111.60
1/24/2011	205977	6,438.78		
			WATER CHARGES	115.44
			WATER CHARGES	963.58
			WATER CHARGES	560.84
			WATER CHARGES	142.33
			WATER CHARGES	534.12
			WATER CHARGES	2,163.24
			WATER CHARGES	72.02
			WATER CHARGES	56.54
			WATER CHARGES	257.86
			WATER CHARGES	149.51
			WATER CHARGES	233.82
			WATER CHARGES	170.92
			WATER CHARGES	296.47
			WATER CHARGES	625.89
			WATER CHARGES	96.20
1/31/2011	206108	7,201.44		
			WATER CHARGES	269.28
			WATER CHARGES	111.87
			WATER CHARGES	253.18
			WATER CHARGES	53.43
			WATER CHARGES	161.75
			WATER CHARGES	218.23
			WATER CHARGES	1,098.92
			WATER CHARGES	227.43
			WATER CHARGES	89.91
			WATER CHARGES	2,402.13
			WATER CHARGES	636.83
			WATER CHARGES	986.29
			WATER CHARGES	15.56
			WATER CHARGES	90.23
			WATER CHARGES	20.97
			WATER CHARGES	229.05
			WATER CHARGES	42.64
			WATER CHARGES	149.74
			WATER CHARGES	72.00
			WATER CHARGES	72.00
Vendor Total		**43,490.20**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,020,288.47**		

EDGELANE MOBILE PARK

1/24/2011	881941	12.47		
			REFUND UTILITY USER TAXES	12.47
Vendor Total		**12.47**		
FYTD for EDGELANE MOBILE PARK		**75.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EGGERSTEN, ANNE					
	1/3/2011	205759	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE			**2,159.26**		
EL RANCHO MEXICAN RESTAURANT					
	1/31/2011	206109	71.00		
				REFUND-BUS LIC OVRPMT	71.00
	Vendor Total		**71.00**		
FYTD for EL RANCHO MEXICAN RESTAURANT			**71.00**		
EMPIRE ECONOMICS, INC.					
	1/24/2011	205978	18,250.00		
				MARKET ABSORPTION STUDY-CFD 4	18,250.00
	Vendor Total		**18,250.00**		
FYTD for EMPIRE ECONOMICS, INC.			**18,250.00**		
EMPLOYMENT DEVELOPMENT DEPARTMENT					
	1/4/2011	2781	500.00		
				DEP STATE INC TAX W/H 1/4/11	500.00
	Vendor Total		**500.00**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT			**656,332.61**		
ENCO UTILITY SERVICES MORENO VALLEY LLC					
	1/18/2011	881901	18,085.92		
				WORK AUTHORIZATION 40-203 EPC	5,750.00
				HIGHLAND FAIRVIEW - PM 35629	5,680.22
				WORK AUTHORIZATION # 40-239B	6,655.70
	1/31/2011	881977	19,744.18		
				12KV NEW REDLAND CKT WORK	7,444.99
				PROF SVCS-WASTE MGT FACILITY	5,019.90
				PROF SVCS-HIGHLAND FAIRVIEW	892.65
				PROF SVCS-HIGHLAND FAIRVIEW	6,337.85
				PROF SVCS-DIST SUBSTATION PLAN	48.79
	Vendor Total		**37,830.10**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC			**1,372,719.94**		
ESCROW ONE - MORENO VALLEY					
	1/24/2011	205979	20.02		
				REFUND-BUS.LIC OVERPYMT	20.02
	Vendor Total		**20.02**		
FYTD for ESCROW ONE - MORENO VALLEY			**20.02**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESPINOZA, JOE A					
	1/18/2011	205865	228.00		
				INSTRUCTIONAL SERVICES	228.00
	Vendor Total		**228.00**		
FYTD for ESPINOZA, JOE A			**1,216.00**		
EVANS ENGRAVING & AWARDS					
	1/18/2011	881902	13.05		
				2" X 9" WOODGRAIN NAME PLATE	13.05
	1/24/2011	881943	21.75		
				ENGRAVING SVCS-PARKS	21.75
	Vendor Total		**34.80**		
FYTD for EVANS ENGRAVING & AWARDS			**701.36**		
EXCEL LANDSCAPE, INC					
	1/18/2011	205866	9,328.43		
				LANDSCAPE MAINTENANCE	1,070.36
				LANDSCAPE MAINTENANCE	1,501.98
				LANDSCAPE MAINTENANCE	2,777.17
				LANDSCAPE MAINTENANCE	3,978.92
	1/24/2011	205980	3,461.07		
				LANDSCAPE MAINT-E14	3,461.07
	1/31/2011	206110	5,632.34		
				LANDSCAPE MAINT-E15	1,070.36
				LANDSCAPE MAINT-E8	1,501.98
				LANDSCAPE MAINT-E8	3,060.00
	Vendor Total		**18,421.84**		
FYTD for EXCEL LANDSCAPE, INC			**98,540.15**		
FAMILY FISH MARKET					
	1/24/2011	205981	74.07		
				REFUND-BUS.LIC OVERPYMT	74.07
	Vendor Total		**74.07**		
FYTD for FAMILY FISH MARKET			**74.07**		
FEEKEN, KARL					
	1/24/2011	205982	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for FEEKEN, KARL			**20.00**		
FEENSTRA, JOHN					
	1/3/2011	881821	361.25		
				RETIREE MED JAN '11	361.25
	Vendor Total		**361.25**		
FYTD for FEENSTRA, JOHN			**2,528.75**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FENCING BY ACREY, INC				
1/24/2011	205983	31.50		
			REFUND-BUS.LIC OVERPYMT	31.50
Vendor Total		**31.50**		
FYTD for FENCING BY ACREY, INC		**31.50**		
FIBER CARE BATHS, INC				
1/24/2011	205984	30.34		
			REFUND-BUS.LIC OVERPYMT	30.34
Vendor Total		**30.34**		
FYTD for FIBER CARE BATHS, INC		**30.34**		
FINESSE PERSONNEL ASSOCIATES				
1/31/2011	881978	7,188.75		
			TEMP SVCS-A FEAL W/E 12/4-11	1,471.24
			TEMP SVCS-A FEAL W/E 12/4-11	958.76
			TEMP SVCS-A FEAL W/E 12/18	1,181.25
			TEMP SVCS-A FEAL W/E 12/25	1,215.00
			TEMP SVCS-A FEAL W/E 1/08	1,147.50
			TEMP SVCS-A FEAL W/E 1/15	1,215.00
Vendor Total		**7,188.75**		
FYTD for FINESSE PERSONNEL ASSOCIATES		**39,073.54**		
FIRST CHOICE SERVICES				
1/24/2011	881944	503.31		
			COFFEE SVCS-EMP PAID	28.38
			COFFEE SVCS-EMP PAID	66.72
			COFFEE SVCS-EMP PAID	140.06
			COFFEE SVCS-EMP PAID	48.38
			COFFEE SVCS-EMP PAID	115.02
			COFFEE SVCS-EMP PAID	81.98
			COFFEE SVCS-EMP PAID	22.77
Vendor Total		**503.31**		
FYTD for FIRST CHOICE SERVICES		**4,418.08**		
FITNESS 19 CA 155 11C				
1/31/2011	206111	269.00		
			GYM MEMBERSHIP DEDUCTIONS	269.00
Vendor Total		**269.00**		
FYTD for FITNESS 19 CA 155 11C		**1,799.00**		
FLICKINGER, BONNIE				
1/24/2011	205985	109.53		
			REFUND-CANDIDATE STMNT	109.53
Vendor Total		**109.53**		
FYTD for FLICKINGER, BONNIE		**330.83**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FLORES, YVETTE					
	1/24/2011	205986	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for FLORES, YVETTE			**75.00**		
FOLEY & LARDNER					
	1/18/2011	205867	1,844.40		
				LEGAL SERVICES	1,473.60
				LEGAL SERVICES	370.80
	Vendor Total		**1,844.40**		
FYTD for FOLEY & LARDNER			**8,951.15**		
FOSTER, NANCY A.					
	1/3/2011	881822	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for FOSTER, NANCY A.			**2,212.27**		
FRANKLIN, L. C.					
	1/31/2011	206112	136.50		
				MILEAGE REIMBURSEMENT	136.50
	Vendor Total		**136.50**		
FYTD for FRANKLIN, L. C.			**879.00**		
FRAZEE INDUSTRIES, INC					
	1/10/2011	205817	4,317.60		
				TRAFFIC PAINT	4,317.60
	Vendor Total		**4,317.60**		
FYTD for FRAZEE INDUSTRIES, INC			**111,317.60**		
FROST, JOAN CHENG					
	1/18/2011	205868	152.00		
				INSTRUCTIONAL SERVICES	152.00
	Vendor Total		**152.00**		
FYTD for FROST, JOAN CHENG			**912.00**		
FUEL AND FLAME MINISTRY					
	1/31/2011	206113	750.00		
				REFUND-RNTL DEP 12/26	750.00
	Vendor Total		**750.00**		
FYTD for FUEL AND FLAME MINISTRY			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FULL THROTTLE MUFFLER					
	1/24/2011	205987	20.69		
				REFUND-BUS.LIC OVERPYMT	20.69
	Vendor Total		**20.69**		
FYTD for FULL THROTTLE MUFFLER			**20.69**		
G/M BUSINESS INTERIORS, INC.					
	1/18/2011	205869	4,718.61		
				MOVING OF OFFICE STATIONS	4,718.61
	1/31/2011	206114	732.92		
				KEYBOARD TRAYS FOR NEW EOC	732.92
	Vendor Total		**5,451.53**		
FYTD for G/M BUSINESS INTERIORS, INC.			**6,210.02**		
GAINES, MICHAEL					
	1/10/2011	205818	19.00		
				REFUND-VALLEY KIDS CAMP	19.00
	Vendor Total		**19.00**		
FYTD for GAINES, MICHAEL			**19.00**		
GALLS INC., INLAND UNIFORM					
	1/24/2011	205988	137.96		
				UNIFORM-PD	65.69
				UNIFORM-PD	72.27
	1/31/2011	206115	142.10		
				UNIFORM-PD	142.10
	Vendor Total		**280.06**		
FYTD for GALLS INC., INLAND UNIFORM			**4,145.17**		
GARCIA, CYNTHIA					
	1/10/2011	205819	64.00		
				REFUND-SHELTER FEE	64.00
	Vendor Total		**64.00**		
FYTD for GARCIA, CYNTHIA			**64.00**		
GARCIA, EDER					
	1/24/2011	205989	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for GARCIA, EDER			**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GASTON, RICHARD					
	1/3/2011	881823	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**2,231.11**		
GENERAL SECURITY SERVICES, INC.					
	1/10/2011	881880	429.52		
				SECURITY SVCS-SENIOR CTR	214.76
				SECURITY SVCS-CONF & REC CTR	214.76
	1/18/2011	881903	460.20		
				SECURITY SVCS-SENIOR CTR	92.04
				SECURITY SVCS 12/12-SENIOR CTR	61.36
				SECURITY SVCS-CONF & REC CTR	306.80
	1/24/2011	881945	490.88		
				SECURITY SVCS-UTILITY	61.36
				SECURITY SVCS-CONF & REC CTR	92.04
				SECURITY SVCS-TOWNGATE	122.72
				SECURITY SVCS-TOWNGATE	138.06
				SECURITY SVCS-TOWNGATE	76.70
	1/31/2011	881979	6,201.22		
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	456.37
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	291.46
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-UTILITY	214.76
				SECURITY SVCS-CONF & REC CTR	260.78
				SECURITY SVCS-CONF & REC CTR	76.70
				SECURITY SVCS-CONF & REC CTR	122.72
				SECURITY SVCS-SENIOR CTR	61.36
				SECURITY SVCS-TOWNGATE	237.77
	Vendor Total		**7,581.82**		
FYTD for GENERAL SECURITY SERVICES, INC.			**30,455.68**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
1/3/2011	881824	1,423.77		
			LEGAL SVCS	1,423.77
1/18/2011	881904	19,023.70		
			LEGAL SVCS	534.59
			LEGAL SVCS	18,489.11
	Vendor Total	**20,447.47**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**102,766.53**		
GLOBAL SOFTWARE, INC				
1/18/2011	881905	10,000.00		
			SPREADSHEET SERVER	2,500.00
			SPREADSHEET SERVER	7,500.00
1/24/2011	881946	2,500.00		
			SPREADSHEET SERVER-PW ST MAINT	2,500.00
	Vendor Total	**12,500.00**		
FYTD for GLOBAL SOFTWARE, INC		**19,820.00**		
GONG ENTERPRISES, INC.				
1/3/2011	205760	456.00		
			PLAN CHECK SVCS-PM36262	456.00
	Vendor Total	**456.00**		
FYTD for GONG ENTERPRISES, INC.		**22,597.40**		
GONZALES, DOMILENA R.				
1/3/2011	881825	440.52		
			NOV-DEC '10, PAID JAN '11	440.52
	Vendor Total	**440.52**		
FYTD for GONZALES, DOMILENA R.		**1,762.08**		
GONZALES, LORENZ R.				
1/18/2011	205870	119.50		
			MILEAGE REIMBURSEMENT	82.00
			MILEAGE REIMBURSEMENT	16.50
			MILEAGE REIMBURSEMENT	21.00
	Vendor Total	**119.50**		
FYTD for GONZALES, LORENZ R.		**177.00**		
GONZALEZ, SYLVIA				
1/31/2011	206116	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for GONZALEZ, SYLVIA		**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GORM INC.					
	1/18/2011	205871	3,350.30		
				JANITORIAL SUPPLIES-PARKS	2,401.00
				JANITORIAL SUPPLIES-CFD#1	949.30
	1/24/2011	205990	880.77		
				JANITORIAL SUPPLIES	880.77
	Vendor Total		**4,231.07**		
FYTD for GORM INC.			**6,452.31**		
GOSCH TOWING & RECOVERY					
	1/31/2011	206117	800.00		
				TOWING SVCS-PD	800.00
	Vendor Total		**800.00**		
FYTD for GOSCH TOWING & RECOVERY			**800.00**		
GOYA FOODS OF CALIFORNIA					
	1/24/2011	205991	49.74		
				REFUND-BUS.LIC OVERPYMT	49.74
	Vendor Total		**49.74**		
FYTD for GOYA FOODS OF CALIFORNIA			**49.74**		
GOZDECKI, DAN					
	1/10/2011	881881	432.00		
				INSTRUCTOR SVCS-KUNG FU	216.00
				INSTRUCTOR SVCS-KUNG FU	216.00
	1/31/2011	881980	594.00		
				INSTRUCTOR SVCS-KUNG FU	243.00
				INSTRUCTOR SVCS-KUNG FU	351.00
	Vendor Total		**1,026.00**		
FYTD for GOZDECKI, DAN			**5,184.00**		
GRAFFITI TRACKER, INC.					
	1/18/2011	881906	9,000.00		
				GRAFFITI ANALYSIS/SERVICES	9,000.00
	Vendor Total		**9,000.00**		
FYTD for GRAFFITI TRACKER, INC.			**31,815.00**		
GRANICUS, INC.					
	1/24/2011	205992	2,000.00		
				VIDEO STREAMING SVCS	1,000.00
				VIDEO STREAMING SVCS	1,000.00
	Vendor Total		**2,000.00**		
FYTD for GRANICUS, INC.			**7,000.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GREENSTONE MATERIALS					
	1/10/2011	205820	748.00		
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	50.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
	Vendor Total		**748.00**		
FYTD for GREENSTONE MATERIALS			**748.00**		
GREINES, MARTIN, STEIN & RICHLAND, LLP					
	1/31/2011	881981	940.68		
				LEGAL SERVICES	940.68
	Vendor Total		**940.68**		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP			**14,556.14**		
GRIFFIN, MARLENE C					
	1/3/2011	881826	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GRIFFIN, MARLENE C			**2,152.33**		
GROUP DELTA CONSULTANTS, INC					
	1/18/2011	881907	2,143.50		
				DAY ST IMPRVMNTS PROJ SVCS	2,143.50
	1/24/2011	206072	1,325.00		
				ALESSANDRO/INDIAN SIDEWLK PROJ	1,325.00
	Vendor Total		**3,468.50**		
FYTD for GROUP DELTA CONSULTANTS, INC			**12,105.50**		
GUILLAN, REBECCA S.					
	1/3/2011	881827	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUILLAN, REBECCA S.			**2,064.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUILLIS, LINDA B.					
	1/3/2011	205761	0.00		
				RETIREE MED JAN '11	318.73
				VOIDED CHECK #205761 ON1/31/11	-318.73
	Vendor Total		**0.00**		
FYTD for GUILLIS, LINDA B.			**1,912.38**		
GUTIERREZ, ROBERT					
	1/3/2011	881828	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**2,231.11**		
GUZMAN'S CART SERVICE					
	1/10/2011	881882	4,049.00		
				CART RTRVL SVCS-CODE	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**28,343.00**		
H P COMMUNICATIONS, INC					
	1/24/2011	205993	25.00		
				REFUND-BUS.LIC OVERPYMT	25.00
	Vendor Total		**25.00**		
FYTD for H P COMMUNICATIONS, INC			**25.00**		
HAISTY, XIU HUA					
	1/31/2011	881982	30.00		
				INSTRUCTOR SVCS-TAI CHI	30.00
	Vendor Total		**30.00**		
FYTD for HAISTY, XIU HUA			**240.00**		
HAMLIN, WILLIAM R.					
	1/3/2011	881829	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**2,212.27**		
HAND, FRED					
	1/3/2011	205762	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for HAND, FRED			**75.00**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HANES, MARTIN D.					
	1/3/2011	881830	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**2,231.11**		
HARDING, JOHN S.					
	1/3/2011	205763	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**2,231.11**		
HARRIS & ASSOCIATES, INC					
	1/24/2011	205994	67.13		
				REFUND-BUS.LIC OVERPYMT	67.13
	Vendor Total		**67.13**		
FYTD for HARRIS & ASSOCIATES, INC			**67.13**		
HARTMANN, RICK					
	1/3/2011	205764	318.73		
				RETIREE MED JAN '11	318.73
	1/10/2011	205821	3,709.12		
				CONSULTING SVCS-RTS PRGM	18.79
				CONSULTING SVCS-RTS PRGM	3,690.33
	Vendor Total		**4,027.85**		
FYTD for HARTMANN, RICK			**20,921.44**		
HATFIELD, CHARLES					
	1/3/2011	881831	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**2,231.11**		
HAUSER, ADRIANA					
	1/18/2011	205872	494.00		
				INSTRUCTION SVCS-13 DAYS	494.00
	Vendor Total		**494.00**		
FYTD for HAUSER, ADRIANA			**2,546.00**		
HEFFLEY, ROSS W.					
	1/3/2011	881832	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HENDERSON, GINA					
	1/18/2011	205873	110.00		
				TUITION REIMBURSEMENT	110.00
	Vendor Total		**110.00**		
FYTD for HENDERSON, GINA			**110.00**		
HERNANDEZ, ART & DOLORES					
	1/24/2011	205995	180.00		
				REFUND-BUS.LIC OVERPYMT	180.00
	Vendor Total		**180.00**		
FYTD for HERNANDEZ, ART & DOLORES			**180.00**		
HERRICK, ROBERT D.					
	1/3/2011	205765	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**2,231.11**		
HEYMING & JOHNSON, INC					
	1/24/2011	205996	22.63		
				REFUND-BUS.LIC OVERPYMT	22.63
	Vendor Total		**22.63**		
FYTD for HEYMING & JOHNSON, INC			**22.63**		
HIGGS, DEBRA					
	1/24/2011	205997	108.00		
				INSTRUCTOR SVCS-OIL PAINTING	72.00
				INSTRUCTOR SVCS-OIL PAINTING	36.00
	Vendor Total		**108.00**		
FYTD for HIGGS, DEBRA			**468.00**		
HINKELS & MCCOY					
	1/3/2011	205766	60.42		
				REFUND-BUS LIC OVRPMT	60.42
	Vendor Total		**60.42**		
FYTD for HINKELS & MCCOY			**60.42**		
HO, KEVIN CHINH					
	1/18/2011	205874	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for HO, KEVIN CHINH			**304.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOGARD, JOHN T.					
	1/10/2011	881883	116.50		
				MILEAGE REIMBURSEMENT	116.50
	Vendor Total		**116.50**		
FYTD for HOGARD, JOHN T.			**1,083.50**		
HORN, ALVIN					
	1/24/2011	205998	186.56		
				REFUND-CANDIDATE STMNT	186.56
	Vendor Total		**186.56**		
FYTD for HORN, ALVIN			**186.56**		
HOUSE OF BEAUTY					
	1/31/2011	206119	147.15		
				REFUND-BUS LIC OVRPMT	35.50
				REFUND-BUS LIC OVRPMT	61.00
				REFUND-BUS LIC OVRPMT	50.65
	Vendor Total		**147.15**		
FYTD for HOUSE OF BEAUTY			**147.15**		
HOUSER, EDITH E.					
	1/3/2011	205767	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**2,231.11**		
HYDRO-SCAPE PRODUCTS, INC					
	1/24/2011	206000	61.88		
				REFUND-BUS.LIC OVERPYMT	61.88
	Vendor Total		**61.88**		
FYTD for HYDRO-SCAPE PRODUCTS, INC			**61.88**		
ICC FOOTHILL CHAPTER					
	1/31/2011	206120	150.00		
				1/25/11 CA RESID. CODE SEMINAR	75.00
				1/25/11 CA RESID. CODE SEMINAR	75.00
	Vendor Total		**150.00**		
FYTD for ICC FOOTHILL CHAPTER			**150.00**		
ICMA RETIREMENT CORP 457					
	1/14/2011	2786	12,798.58		
				DEF COMP-457 1/14/11	12,798.58
	1/28/2011	2794	16,923.58		
				DEF COMP-457 1/28/11	16,923.58
	Vendor Total		**29,722.16**		
FYTD for ICMA RETIREMENT CORP 457			**142,541.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IL SORRENTO MOBILE HOME PARK					
	1/3/2011	205768	51.00		
				REFUND-BUS LIC OVRPMT	51.00
	Vendor Total		**51.00**		
FYTD for IL SORRENTO MOBILE HOME PARK			**51.00**		
ILGIA					
	1/24/2011	206001	100.00		
				2011 I.E. GANG WRKSHOP 5/19-20	100.00
	Vendor Total		**100.00**		
FYTD for ILGIA			**100.00**		
ING USA ANNUITY & LIFE INSURANCE CO.					
	1/18/2011	205875	475.00		
				NON-EXEMPT ANNUITY	475.00
	Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**3,325.00**		
INLAND CONTRACTORS, INC.					
	1/24/2011	881948	2,851.47		
				ABATEMENT SVCS-24326 VIA VARGA	2,851.47
	Vendor Total		**2,851.47**		
FYTD for INLAND CONTRACTORS, INC.			**20,211.63**		
INLAND EMPIRE PROPERTY SERVICE, INC					
	1/3/2011	881833	310.00		
				WEED ABATEMENT SVC-CFD #1	310.00
	Vendor Total		**310.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC			**53,446.12**		
INSIDE PLANTS, INC.					
	1/18/2011	881910	316.00		
				PLANT MAINT-CRC	316.00
	Vendor Total		**316.00**		
FYTD for INSIDE PLANTS, INC.			**2,212.00**		
INTERNAL REVENUE SERVICE					
	1/4/2011	2780	2,000.00		
				DEP FED TAX W/H 1/4/11	2,000.00
	Vendor Total		**2,000.00**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IRIS COMPANY					
	1/18/2011	205876	269.20		
				REFUND-CLOSED-CHG.ZONE	51.85
				REFUND-CLOSED-GEN.PLAN AMEND.	217.35
	Vendor Total		**269.20**		
FYTD for IRIS COMPANY			**269.20**		
J D H CONTRACTING					
	1/24/2011	206003	72.61		
				REFUND-BUS.LIC OVERPYMT	72.61
	Vendor Total		**72.61**		
FYTD for J D H CONTRACTING			**72.61**		
JACINTO, ALEJANDRA					
	1/31/2011	206121	45.00		
				REFUND-LOST BOOK FEE	45.00
	Vendor Total		**45.00**		
FYTD for JACINTO, ALEJANDRA			**45.00**		
JANNEY & JANNEY ATTORNEY SVCS, INC.					
	1/18/2011	205877	75.00		
				COURIER SERVICES	75.00
	1/31/2011	206122	35.00		
				COURIER DELIVERY SVCS	35.00
	Vendor Total		**110.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.			**1,133.65**		
JASON'S DELI					
	1/24/2011	206002	768.53		
				REFUND-BUS.LIC OVERPYMT	768.53
	Vendor Total		**768.53**		
FYTD for JASON'S DELI			**768.53**		
JDEDGE SOFTWARE, LLC					
	1/18/2011	881911	3,175.00		
				CONSULTANT SERVICES	3,175.00
	1/24/2011	881949	2,465.00		
				CONSULTING SERVICES	2,465.00
	Vendor Total		**5,640.00**		
FYTD for JDEDGE SOFTWARE, LLC			**17,827.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JEFF CARPENTER, INC					
	1/24/2011	206004	50.00		
				REFUND-BUS.LIC OVERPYMT	50.00
	Vendor Total		**50.00**		
FYTD for JEFF CARPENTER, INC			**50.00**		
JOE A. GONSALVES & SON					
	1/3/2011	881834	6,300.00		
				REPRESENTATION SVCS	3,150.00
				REPRESENTATION SVCS	3,150.00
	Vendor Total		**6,300.00**		
FYTD for JOE A. GONSALVES & SON			**22,050.00**		
JONES, SANDRA					
	1/24/2011	206005	45.00		
				REFUND-CLASS REGIST	45.00
	Vendor Total		**45.00**		
FYTD for JONES, SANDRA			**45.00**		
JONES, SUSAN					
	1/3/2011	881835	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for JONES, SUSAN			**2,231.11**		
JTB SUPPLY CO., INC.					
	1/10/2011	205822	178.36		
				TRAFFIC SIGNAL MAINT.SUPPLIES	54.38
				TRAFFIC SIGNAL MAINT.SUPPLIES	123.98
	1/18/2011	205878	1,658.44		
				TRAFFIC SIGNAL MAINT.SUPPLIES	1,658.44
	Vendor Total		**1,836.80**		
FYTD for JTB SUPPLY CO., INC.			**8,655.43**		
K A R CONSTRUCTION					
	1/3/2011	205769	42.00		
				REFUND-BUS LIC OVRPMT	42.00
	Vendor Total		**42.00**		
FYTD for K A R CONSTRUCTION			**42.00**		
K D'S DONUTS					
	1/31/2011	206123	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for K D'S DONUTS			**25.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KAN, ALICE					
	1/24/2011	206006	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for KAN, ALICE			**20.00**		
KING, PATRICIA A.					
	1/3/2011	205770	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KING, PATRICIA A.			**2,231.11**		
KOA CORPORATION					
	1/10/2011	205823	6,345.87		
				RECHE VISTA DR REALIGNMNT PROJ	6,345.87
	Vendor Total		**6,345.87**		
FYTD for KOA CORPORATION			**71,909.89**		
KOLB, CHARLES E.					
	1/3/2011	881836	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**2,231.11**		
KOLLAR, KYLE					
	1/3/2011	881837	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**2,231.11**		
KYLE, GARY M.					
	1/3/2011	881838	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**2,231.11**		
LAFATA, JOSEPHINE					
	1/3/2011	881839	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LANCE, SOLL & LUNGHARD, LLP					
	1/24/2011	206007	50.00		
				GASB UPDATE 2/2/11	25.00
				GASB UPDATE 2/2/11	25.00
	Vendor Total		**50.00**		
FYTD for LANCE, SOLL & LUNGHARD, LLP			**50.00**		
LANE GUIDE LENDORS ON LINE, INC.					
	1/24/2011	206008	109.00		
				ONLINE SUBSCRIPTION SVC-CODE	109.00
	Vendor Total		**109.00**		
FYTD for LANE GUIDE LENDORS ON LINE, INC.			**109.00**		
LANG, TRACEY					
	1/18/2011	205879	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for LANG, TRACEY			**304.00**		
LARA, JOSEPH R.					
	1/18/2011	205880	41.50		
				MILEAGE-ELECTR SAFETY SEMINAR	41.50
	Vendor Total		**41.50**		
FYTD for LARA, JOSEPH R.			**41.50**		
LAVEY, JEFFREY					
	1/24/2011	206009	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for LAVEY, JEFFREY			**20.00**		
LAWYERS TITLE INC					
	1/27/2011	110108	11,301.00		
				ACQ & ESCROW-APN 488-090-007	1,301.00
				ACQ & ESCROW-APN 488-090-007	10,000.00
	1/27/2011	110109	7,601.00		
				ACQ & ESCROW-APN 488-090-008	1,701.00
				ACQ & ESCROW-APN 488-090-008	5,900.00
	Vendor Total		**18,902.00**		
FYTD for LAWYERS TITLE INC			**129,256.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAZARUS, MARGERY A.					
	1/3/2011	205771	115.50		
				MILEAGE REIMBURSEMENT	74.00
				MILEAGE REIMBURSEMENT	41.50
	Vendor Total		**115.50**		
FYTD for LAZARUS, MARGERY A.			**115.50**		
LEE, DAVID					
	1/24/2011	206010	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for LEE, DAVID			**100.00**		
LEE, RENITA					
	1/10/2011	205824	47.00		
				REFUND-TAE KWON DO CLASS	47.00
	Vendor Total		**47.00**		
FYTD for LEE, RENITA			**47.00**		
LEISURE ENTERPRISES					
	1/31/2011	206124	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for LEISURE ENTERPRISES			**9,816.25**		
LEONE, STEVEN					
	1/18/2011	205881	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for LEONE, STEVEN			**590.00**		
LEWIS, CAROLYN S.					
	1/3/2011	881840	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LEWIS, CAROLYN S.			**2,212.27**		
LEXISNEXIS					
	1/24/2011	881950	1,480.00		
				ONLINE LEGAL SVCS-CITY ATTRNY	740.00
				ONLINE LEGAL SVCS-CITY CLERKS	370.00
				ONLINE LEGAL SVCS-CDD	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**11,840.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LOGAN, CHARLES					
	1/3/2011	881841	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**2,231.11**		
LOR GEOTECHNICAL GROUP, INC.					
	1/31/2011	881984	1,760.00		
				KITCHING ST IMPRVMNT PROJ	1,760.00
	Vendor Total		**1,760.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**45,239.00**		
LOVE, MARISSA					
	1/3/2011	205772	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LOVE, MARISSA			**50.00**		
LOZANO, MONICA					
	1/24/2011	206011	28.00		
				REFUND-CLASS REGIST	28.00
	Vendor Total		**28.00**		
FYTD for LOZANO, MONICA			**28.00**		
LUMLEY, ROBERT C.					
	1/3/2011	881842	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**2,231.11**		
M V P R V, INC					
	1/24/2011	206012	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for M V P R V, INC			**75.00**		
M.G.S. - MORENO GENERAL SERVICES					
	1/10/2011	205825	130.00		
				RE-KEY LOCKS @ ERC	130.00
	Vendor Total		**130.00**		
FYTD for M.G.S. - MORENO GENERAL SERVICES			**130.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MACIAS JR., ANTHONY					
	1/24/2011	206013	133.50		
				TUITION REIMBURSEMENT	133.50
	Vendor Total		**133.50**		
FYTD for MACIAS JR., ANTHONY			**228.50**		
MARCH JOINT POWERS AUTHORITY					
	1/24/2011	206014	10.10		
				GAS CHARGES-MF COMM.CTR	8.25
				GAS CHARGES-MF COMM.CTR	1.85
	Vendor Total		**10.10**		
FYTD for MARCH JOINT POWERS AUTHORITY			**43.73**		
MARINA LANDSCAPE, INC					
	1/18/2011	205882	9,186.24		
				LANDSCAPE MAINT-ZONE DSG-2S	4,994.91
				LANDSCAPE MAINT-ZONE DSG-2N	4,191.33
	Vendor Total		**9,186.24**		
FYTD for MARINA LANDSCAPE, INC			**48,784.80**		
MASCARO, CRYSTAL					
	1/24/2011	206015	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MASCARO, CRYSTAL			**20.00**		
MASCO SERVICES OF CALIFORNIA, INC.					
	1/24/2011	206016	71.63		
				REFUND-BUS.LIC OVERPYMT	71.63
	Vendor Total		**71.63**		
FYTD for MASCO SERVICES OF CALIFORNIA, INC.			**71.63**		
MATHIS, NOLAN					
	1/3/2011	881843	296.00		
				NOV '10, PAID JAN '11	296.00
	Vendor Total		**296.00**		
FYTD for MATHIS, NOLAN			**2,072.00**		
MAXINOSKI, SUE A.					
	1/3/2011	881844	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MC KENNEY, LARISSA					
	1/24/2011	206017	46.00		
				REFUND-ANML SVC FEES	46.00
	Vendor Total		**46.00**		
FYTD for MC KENNEY, LARISSA			**46.00**		
MCCARTHY & BERLIN, LLP					
	1/10/2011	881884	703.00		
				LEGAL SVCS	703.00
	Vendor Total		**703.00**		
FYTD for MCCARTHY & BERLIN, LLP			**3,005.15**		
McDONALD, CHRIS					
	1/18/2011	205883	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for McDONALD, CHRIS			**1,254.00**		
MEEKS, DANIEL					
	1/10/2011	881885	220.00		
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	40.00
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**220.00**		
FYTD for MEEKS, DANIEL			**1,100.00**		
MENGISTU, YESHIALEM					
	1/31/2011	206125	81.00		
				MILEAGE REIMBURSEMENT	81.00
	Vendor Total		**81.00**		
FYTD for MENGISTU, YESHIALEM			**557.00**		
MESSIN, LOUIS					
	1/3/2011	881845	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**2,231.11**		
METRO USED CARS					
	1/31/2011	206126	101.84		
				REFUND-BUS LIC OVRPMT	101.84
	Vendor Total		**101.84**		
FYTD for METRO USED CARS			**101.84**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEYER & ASSOCIATES					
	1/31/2011	206127	3,865.00		
				BETHUNE WATER FEATURE ANALYSIS	3,865.00
	Vendor Total		**3,865.00**		
FYTD for MEYER & ASSOCIATES			**3,865.00**		
MILES, ROBERT					
	1/3/2011	881846	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**1,397.06**		
MINARD, MARK E.					
	1/3/2011	881847	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**2,167.75**		
MOLLICA, MIKE					
	1/3/2011	881848	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**2,809.94**		
MONTERO, FELICIA					
	1/24/2011	206018	42.00		
				REFUND-CLASS REGIST	42.00
	Vendor Total		**42.00**		
FYTD for MONTERO, FELICIA			**42.00**		
MOORHEAD, LINDA					
	1/24/2011	206019	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for MOORHEAD, LINDA			**75.00**		
MORA, PATRICIA A.					
	1/3/2011	881849	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORAES, RENATO					
	1/31/2011	206128	36.00		
				REFUND-DROPPED CLASS	36.00
	Vendor Total		**36.00**		
FYTD for MORAES, RENATO			**36.00**		
MORENO MINI MALL					
	1/24/2011	206020	48.30		
				REFUND-BUS.LIC OVERPYMT	48.30
	Vendor Total		**48.30**		
FYTD for MORENO MINI MALL			**48.30**		
MORENO VALLEY CAR WASH					
	1/18/2011	205884	67.50		
				REFUND-BUS.LIC OVERPYMT	67.50
	Vendor Total		**67.50**		
FYTD for MORENO VALLEY CAR WASH			**97.50**		
MORENO VALLEY CHAMBER OF COMMERCE					
	1/3/2011	205773	6,000.00		
				BUSINESS SERVICES	6,000.00
	1/10/2011	205826	60.00		
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
	1/18/2011	205885	150.00		
				ANNL INSTALLATION/AWARDS EVENT	75.00
				ANNL INSTALLATION/AWARDS EVENT	75.00
	Vendor Total		**6,210.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**21,610.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.					
	1/3/2011	2776	1,567.50		
				MVCEA DUES 01/03/11	1,567.50
	1/14/2011	2785	1,567.50		
				MVCEA DUES 1/14/11	1,567.50
	1/28/2011	2793	1,573.00		
				MVCEA DUES 1/28/11	1,573.00
	Vendor Total		**4,708.00**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**25,084.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY GATEWAY, LLC				
1/18/2011	881912	17,142.59		
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH.SVCS ANNEX	5,475.90
			LEASE-SPEC.DIST.ANNEX	9,207.72
	Vendor Total	**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC		**119,998.13**		
MORENO VALLEY UNIFIED SCHOOL DISTRICT				
1/24/2011	206021	120.00		
			ASES TRANSPORTATION	120.00
1/24/2011	206022	315.00		
			ASES TRANSPORTATION	315.00
	Vendor Total	**435.00**		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		**26,509.95**		
MORENO VALLEY UTILITY				
1/31/2011	206129	89.14		
			ELECTRICITY-UT FLD OFFICE	89.14
	Vendor Total	**89.14**		
FYTD for MORENO VALLEY UTILITY		**526,697.08**		
MORENO, ALBERT				
1/18/2011	205886	750.00		
			REFUND-12/26 EVENT DEPOSIT	750.00
	Vendor Total	**750.00**		
FYTD for MORENO, ALBERT		**750.00**		
MORENO, MANUAL				
1/24/2011	206023	77.00		
			REFUND-CLASS REGIST	77.00
	Vendor Total	**77.00**		
FYTD for MORENO, MANUAL		**77.00**		
MORGAN, LISA A.				
1/3/2011	881850	318.73		
			RETIREE MED JAN '11	318.73
	Vendor Total	**318.73**		
FYTD for MORGAN, LISA A.		**2,231.11**		
MORKUS, JURIS MORKUS				
1/24/2011	206024	16.46		
			REFUND-BUS.LIC OVERPYMT	16.46
	Vendor Total	**16.46**		
FYTD for MORKUS, JURIS MORKUS		**16.46**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORLEY, JOSHUA					
	1/31/2011	206130	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	20.00
				REFUND-SPAY/NEUTER DEPOSIT	55.00
	Vendor Total		**75.00**		
FYTD for MORLEY, JOSHUA			**75.00**		
MSA SYSTEMS, INC.					
	1/10/2011	881886	999.55		
				RECEIPT LABELS	864.00
				RECEIPT LABELS	59.95
				RECEIPT LABELS	75.60
	Vendor Total		**999.55**		
FYTD for MSA SYSTEMS, INC.			**999.55**		
MUSICK, PEELER & GARRETT, LLP					
	1/24/2011	206025	4,280.00		
				LEGAL SVCS	2,600.00
				LEGAL SVCS	1,680.00
	Vendor Total		**4,280.00**		
FYTD for MUSICK, PEELER & GARRETT, LLP			**18,659.34**		
MUZAK, LLC					
	1/24/2011	206026	60.52		
				REFUND-BUS.LIC OVERPYMT	60.52
	Vendor Total		**60.52**		
FYTD for MUZAK, LLC			**60.52**		
NATIONWIDE RETIREMENT SOLUTIONS					
	1/3/2011	2774	8,323.82		
				PST DEF COMP FOR FICA 01/03/11	8,323.82
	1/3/2011	2775	2,234.13		
				DEF COMP-457 & 401(A) 01/03/11	2,234.13
	1/14/2011	2783	1,461.66		
				PST DEF COMP FOR FICA 1/14/11	1,461.66
	1/14/2011	2784	23,722.40		
				DEF COMP-457 & 401(A) 1/14/11	23,722.40
	1/28/2011	2791	9,761.96		
				PST DEF COMP FOR FICA 1/28/11	9,761.96
	1/28/2011	2792	23,712.80		
				DEF COMP-457 & 401(A) 1/28/11	23,712.80
	Vendor Total		**69,216.77**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**479,026.81**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVARRETTE, RALPH					
	1/3/2011	881851	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH			**2,231.11**		
NELSON, ROBERT					
	1/3/2011	881852	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for NELSON, ROBERT			**2,159.26**		
NELSON, RUTH L.					
	1/3/2011	881853	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**2,231.11**		
NELSON, TIMOTHY IVAN					
	1/18/2011	205887	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for NELSON, TIMOTHY IVAN			**1,520.00**		
NEUSTAEDTER, CRAIG S					
	1/3/2011	205774	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**2,231.11**		
NEW HORIZON MOBILE HOME PARK					
	1/24/2011	881952	9.99		
				REFUND-UT USER TAXES	9.99
	Vendor Total		**9.99**		
FYTD for NEW HORIZON MOBILE HOME PARK			**26.42**		
NGUYEN, QUANG					
	1/24/2011	881953	59.50		
				MILEAGE REIMBURSEMENT	20.00
				MILEAGE REIMBURSEMENT	24.00
				MILEAGE REIMBURSEMENT	15.50
	Vendor Total		**59.50**		
FYTD for NGUYEN, QUANG			**348.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.					
	1/3/2011	205775	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**2,809.94**		
NINYO & MOORE GEOTECHNICAL					
	1/18/2011	205888	4,000.75		
				IRONWOOD AVE/INDIAN BASIN PROJ	4,000.75
	1/24/2011	206027	11,992.00		
				IRONWOOD AVE/INDIAN BASIN PROJ	11,992.00
	Vendor Total		**15,992.75**		
FYTD for NINYO & MOORE GEOTECHNICAL			**29,369.75**		
NOBLES, GARRETT					
	1/18/2011	205889	114.00		
				MILEAGE REIMBURSEMENT	60.00
				MILEAGE REIMBURSEMENT	54.00
	Vendor Total		**114.00**		
FYTD for NOBLES, GARRETT			**321.50**		
OPTIMUM INCORPORATED					
	1/3/2011	205776	54.96		
				REFUND-BUS LIC OVERPYMT	54.96
	Vendor Total		**54.96**		
FYTD for OPTIMUM INCORPORATED			**54.96**		
ORACLE AMERICA					
	1/3/2011	205777	21,621.69		
				SOFTWARE LIC UPDATE & SUPPORT	21,621.69
	Vendor Total		**21,621.69**		
FYTD for ORACLE AMERICA			**21,621.69**		
ORROCK, POPKA, FORTINO & BRISLIN					
	1/24/2011	881954	384.00		
				LEGAL SVCS	384.00
	Vendor Total		**384.00**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN			**10,817.53**		
ORTEGA, ALICIA					
	1/18/2011	205890	100.00		
				REFUND-CITATION	100.00
	Vendor Total		**100.00**		
FYTD for ORTEGA, ALICIA			**100.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.				
1/18/2011	881913	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
Vendor Total		**6,720.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**95,225.25**		
PACIFIC GREEN HORTICULTURAL SVC				
1/31/2011	206131	989.00		
			TURF FERTILIZATION-ZONE E	302.97
			TURF FERTILIZATION-ZONE E	550.15
			TURF FERTILIZATION-ZONE E	112.61
			TURF FERTILIZATION-ZONE E	23.27
Vendor Total		**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**4,559.83**		
PACIFIC M H CONSTRUCTION, INC				
1/24/2011	206028	73.20		
			REFUND-BUS.LIC OVERPYMT	73.20
Vendor Total		**73.20**		
FYTD for PACIFIC M H CONSTRUCTION, INC		**73.20**		
PACIFIC TELEMANAGEMENT SERVICES				
1/24/2011	881955	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
Vendor Total		**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**3,069.36**		
PACIFIC UTILITY INSTALLATION, INC				
1/24/2011	206029	139.50		
			REFUND-BUS.LIC OVERPYMT	139.50
Vendor Total		**139.50**		
FYTD for PACIFIC UTILITY INSTALLATION, INC		**139.50**		
PAINTING BY ZEB BODE				
1/18/2011	205891	750.00		
			SEAL CNCRT BENCH/TABLES	750.00
Vendor Total		**750.00**		
FYTD for PAINTING BY ZEB BODE		**5,550.00**		
PANDA BOWL				
1/3/2011	205778	28.75		
			REFUND-BUS LIC OVERPYMT	28.75
Vendor Total		**28.75**		
FYTD for PANDA BOWL		**28.75**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PATRIOT HEATING & A/C					
	1/24/2011	206030	68.63		
				REFUND-BUS.LIC OVERPYMT	68.63
	Vendor Total		**68.63**		
FYTD for PATRIOT HEATING & A/C			**68.63**		
PATTERSON, ALFREY					
	1/3/2011	205779	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for PATTERSON, ALFREY			**1,397.06**		
PEDLEY SQUARE VETERINARY CLINIC					
	1/10/2011	881887	5,719.50		
				VETERINARY SVCS	5,719.50
	1/31/2011	881985	14,937.00		
				VETERINARY SERVICES-ANML SHLTR	8,669.50
				VETERINARY SERVICES-ANML SHLTR	6,267.50
	Vendor Total		**20,656.50**		
FYTD for PEDLEY SQUARE VETERINARY CLINIC			**67,035.00**		
PENA, IRIS					
	1/18/2011	205892	65.10		
				MILEAGE REIMBURSEMENT	65.10
	1/31/2011	206132	75.55		
				MILEAGE REIMBURSEMENT	75.55
	Vendor Total		**140.65**		
FYTD for PENA, IRIS			**417.00**		
PERRY, NORMA					
	1/3/2011	205780	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**2,231.11**		
PERS LONG TERM CARE PROGRAM					
	1/3/2011	205781	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/18/2011	205893	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/31/2011	206133	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**1,375.89**		
FYTD for PERS LONG TERM CARE PROGRAM			**7,508.12**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PITASSI ARCHITECTS, INC					
	1/31/2011	881986	20,632.70		
				CORPORATE YARD SEWER LINE PROJ	10,172.70
				CORPORATE YARD FACILITY PROJ	10,460.00
	Vendor Total		**20,632.70**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
PLEASANT, TRENA					
	1/18/2011	205894	92.00		
				REFUND-CANCELLED CLASS	92.00
	Vendor Total		**92.00**		
FYTD for PLEASANT, TRENA			**92.00**		
POIEMA LANDSCAPE, INC.					
	1/18/2011	881914	3,843.15		
				LANDSCAPE MAINT-ZONE S	1,712.15
				LANDSCAPE MAINT-ZONE E-12	2,131.00
	Vendor Total		**3,843.15**		
FYTD for POIEMA LANDSCAPE, INC.			**30,303.75**		
PRICE, GEORGE E.					
	1/3/2011	881854	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**2,231.11**		
PRIME COMMUNICATION OF CALIFORNIA, LLC					
	1/24/2011	206031	34.91		
				REFUND-BUS.LIC OVERPYMT	34.91
	Vendor Total		**34.91**		
FYTD for PRIME COMMUNICATION OF CALIFORNIA, LLC			**34.91**		
PROTECTION ONE					
	1/10/2011	205827	597.00		
				REFUND-VIBRA FIRE PERMIT FEES	300.00
				REFUND-VIBRA FIRE PERMIT FEES	276.00
				REFUND-VIBRA FIRE PERMIT FEES	21.00
	Vendor Total		**597.00**		
FYTD for PROTECTION ONE			**597.00**		
PRUDENTIAL CALIFORNIA REALTY					
	1/24/2011	206032	57.00		
				REFUND-BUS.LIC OVERPYMT	57.00
	Vendor Total		**57.00**		
FYTD for PRUDENTIAL CALIFORNIA REALTY			**57.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PS SERVICES, INC					
	1/24/2011	206033	126.88		
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	4.88
	Vendor Total		**126.88**		
FYTD for PS SERVICES, INC			**126.88**		
PSOMAS					
	1/18/2011	205895	136.78		
				LASSELLE ST WIDENING PROJ SVCS	136.78
	Vendor Total		**136.78**		
FYTD for PSOMAS			**26,233.28**		
PULLIAM, TRENT D.					
	1/3/2011	881855	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.			**2,231.11**		
R & S OVERHEAD DOORS, INC.					
	1/24/2011	881956	2,270.75		
				OVERHEAD DOORS-FIRE # 48	258.00
				OVERHEAD DOORS-PSB	338.00
				OVERHEAD DOORS-PSB	49.00
				REMOVE/INSTALL NUTS-CITY YARD	561.00
				REMOVE/INSTALL NUTS-FIRE #2	729.00
				OVERHEAD DOORS-FIRE # 6	335.75
	Vendor Total		**2,270.75**		
FYTD for R & S OVERHEAD DOORS, INC.			**12,312.25**		
R G CLEANING SERVICE					
	1/24/2011	206034	35.00		
				REFUND-BUS.LIC OVERPYMT	35.00
	Vendor Total		**35.00**		
FYTD for R G CLEANING SERVICE			**35.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RALLY MANAGEMENT SERVICES, LLC					
	1/18/2011	881915	2,948.40		
				TEMP SVCS-HENDERSON W/E 12/5	719.28
				TEMP SVCS-HENDERSON W/E 12/12	719.28
				TEMP SVCS-RODRIGUEZ W/E 12/5	754.92
				TEMP SVCS-RODRIGUEZ W/E 12/12	754.92
	1/24/2011	881957	2,948.40		
				TEMP SVCS-HENDERSON W/E-12/19	719.28
				TEMP SVCS-HENDERSON W/E-12/26	719.28
				TEMP SVCS-RODRIGUEZ W/E-12/19	754.92
				TEMP SVCS-RODRIGUEZ W/E-12/26	754.92
	Vendor Total		**5,896.80**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**43,386.53**		
RAMIREZ, SERGIO					
	1/24/2011	206035	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for RAMIREZ, SERGIO			**20.00**		
RAY-RAMIREZ, DARCY L.					
	1/3/2011	205782	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.			**956.19**		
RE PLANET					
	1/24/2011	206036	30.17		
				REFUND-BUS.LIC OVERPYMT	30.17
	Vendor Total		**30.17**		
FYTD for RE PLANET			**30.17**		
RE/ MAX RESULTS					
	1/24/2011	206037	55.98		
				REFUND-BUS.LIC OVERPYMT	55.98
	Vendor Total		**55.98**		
FYTD for RE/ MAX RESULTS			**55.98**		
RESIDENTIAL WALL SYSTEMS					
	1/24/2011	206038	66.57		
				REFUND-BUS.LIC OVERPYMT	66.57
	1/31/2011	206134	61.90		
				REFUND-BUS LIC OVRPMT	61.90
	Vendor Total		**128.47**		
FYTD for RESIDENTIAL WALL SYSTEMS			**161.82**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RHA LANDSCAPE ARCHITECTS-PLANNERS					
	1/31/2011	206135	449.02		
				SHADOW MTN PARK LIGHTING PROJ	449.02
	Vendor Total		**449.02**		
FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS			**17,532.94**		
RICK ENGINEERING COMPANY					
	1/10/2011	881889	3,977.55		
				KITCHING ST IMPRVMNT PROJ	799.39
				KITCHING ST IMPRVMNT PROJ	118.16
				KITCHING ST IMPRVMNT PROJ	3,060.00
	1/31/2011	881987	2,380.00		
				KITCHING ST IMPRVMNT PROJ	2,380.00
	Vendor Total		**6,357.55**		
FYTD for RICK ENGINEERING COMPANY			**37,008.16**		
RIVAS, ELSA					
	1/3/2011	205783	58.00		
				REFUND-LICENSE PD	58.00
	Vendor Total		**58.00**		
FYTD for RIVAS, ELSA			**58.00**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110105	4,592.06		
				RETENTN PYMT PER ESCROW AGRMNT	4,592.06
	1/20/2011	110106	16,534.13		
				RETENTN PYMT PER ESCROW AGRMNT	16,534.13
	Vendor Total		**21,126.19**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH					
	1/18/2011	205896	250.00		
				DFA FOR RABIES	250.00
	Vendor Total		**250.00**		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH			**450.00**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
1/24/2011	206039	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			COMMUNICATIONS SVCS	30.26
1/31/2011	206136	1,769.45		
			MAINT FOR RADIOS-PD	1,769.45
	Vendor Total	**2,012.38**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**15,243.91**		
RIVERSIDE COUNTY SHERIFF				
1/18/2011	881917	12,395.72		
			JAIL BOOKING FEES	5,188.43
			JAIL BOOKING FEES	7,207.29
	Vendor Total	**12,395.72**		
FYTD for RIVERSIDE COUNTY SHERIFF		**15,070,633.49**		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
1/18/2011	205897	727.00		
			REG-TRAFF COLL INV-MOTOR VEH	287.00
			REG-TRAFF COLL INVESTIG-ADV.	440.00
1/31/2011	206137	768.00		
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
	Vendor Total	**1,495.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**7,247.00**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
1/3/2011	205784	672.58		
			GARNISHMENT	194.53
			GARNISHMENT	478.05
1/18/2011	205898	652.09		
			GARNISHMENT	177.34
			GARNISHMENT	474.75
1/31/2011	206138	750.90		
			GARNISHMENT	110.17
			GARNISHMENT	165.79
			GARNISHMENT	474.94
	Vendor Total	**2,075.57**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**9,346.92**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF MV					
	1/31/2011	206139	8,914.18		
				EXTRA POLICE DUTY-RVHS	5,198.08
				EXTRA POLICE DUTY-RVHS	72.16
				EXTRA POLICE DUTY-RVHS	2,352.78
				EXTRA POLICE DUTY-RVHS	54.56
				EXTRA POLICE DUTY-RVHS	848.05
				EXTRA POLICE DUTY-RVHS	22.88
				EXTRA POLICE DUTY-RVHS	353.35
				EXTRA POLICE DUTY-RVHS	12.32
	Vendor Total		**8,914.18**		
FYTD for RIVERSIDE COUNTY SHERIFF MV			**14,860.24**		
RIVERSTONE RESIDENTIAL CA, INC					
	1/31/2011	206140	55.05		
				REFUND-BUS LIC OVRPMT	55.05
	Vendor Total		**55.05**		
FYTD for RIVERSTONE RESIDENTIAL CA, INC			**55.05**		
RLZ ENGINEERING					
	1/18/2011	881918	6,138.00		
				TEMP STAFFING SVCS-CAP PROJS	6,138.00
	Vendor Total		**6,138.00**		
FYTD for RLZ ENGINEERING			**41,850.00**		
ROBINSON, JOAQUIN DIEGO					
	1/18/2011	205899	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for ROBINSON, JOAQUIN DIEGO			**988.00**		
ROCHA, MARIA					
	1/5/2011	205797	95.00		
				REFUND-RABIES & SN DEPOSIT	20.00
				REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for ROCHA, MARIA			**95.00**		
ROCHA, SARA L.					
	1/3/2011	881856	787.80		
				OCT-DEC '10, DEC-FEB MEDI, PD	787.80
	Vendor Total		**787.80**		
FYTD for ROCHA, SARA L.			**2,544.56**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROGERS, EUGENE					
	1/3/2011	881857	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**2,231.11**		
ROGERS, KIANNA					
	1/18/2011	205900	162.50		
				MILEAGE REIMBURSEMENT	92.00
				MILEAGE REIMBURSEMENT	70.50
	Vendor Total		**162.50**		
FYTD for ROGERS, KIANNA			**972.00**		
ROSS, DAVID T.					
	1/3/2011	881858	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**2,231.11**		
ROSSON, LOUIS A.					
	1/3/2011	881859	270.70		
				RETIREE MED JAN '11	174.30
				RETIREE MED JAN '11	96.40
	Vendor Total		**270.70**		
FYTD for ROSSON, LOUIS A.			**2,009.26**		
ROTO - ROOTER SERVICE & PLUMBING CO.					
	1/24/2011	206040	95.56		
				REFUND-BUS.LIC OVERPYMT	95.56
	Vendor Total		**95.56**		
FYTD for ROTO - ROOTER SERVICE & PLUMBING CO.			**95.56**		
RUSSO, JOHN					
	1/3/2011	881860	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**2,231.11**		
RUVALCABA, RAFAEL					
	1/18/2011	205901	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for RUVALCABA, RAFAEL			**190.00**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SA ASSOCIATES					
	1/18/2011	881919	9,450.00		
				TEMP STAFFING SVCS-CAP PROJS	9,450.00
	Vendor Total		**9,450.00**		
FYTD for SA ASSOCIATES			**76,875.00**		
SABRE LIGHTING AND SIGNS					
	1/31/2011	206141	573.49		
				EXTERIOR SIGNAGE RPLCMNT-STARS	527.35
				EXTERIOR SIGNAGE RPLCMNT-STARS	46.14
	Vendor Total		**573.49**		
FYTD for SABRE LIGHTING AND SIGNS			**17,274.49**		
SALAS, BRANDY					
	1/18/2011	205902	44.00		
				REFUND-CANCELLED CLASS	44.00
	Vendor Total		**44.00**		
FYTD for SALAS, BRANDY			**44.00**		
SALFRANK, MAUREEN					
	1/24/2011	206041	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALFRANK, MAUREEN			**20.00**		
SALGADO, ERIC					
	1/31/2011	206142	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALGADO, ERIC			**20.00**		
SALIVA, MARVIN					
	1/24/2011	206042	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for SALIVA, MARVIN			**30.00**		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP					
	1/24/2011	881958	56.00		
				FIRE EXTINGUISHERS-ANIMAL SHEL	56.00
	Vendor Total		**56.00**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			**3,049.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN BERNARDINO SHERIFF'S DEPT. EVOC					
	1/18/2011	205903	1,159.00		
				MOTORCYCLE TRNG INSTR COURSE	1,159.00
	Vendor Total		**1,159.00**		
FYTD for SAN BERNARDINO SHERIFF'S DEPT. EVOC			**1,159.00**		
SANTA ROSA DEVELOPERS LIMITED					
	1/18/2011	205904	683.88		
				REFUND-CHANGE OF ZONE	173.87
				REFUND-CLOSED-GEN.PLAN	510.01
	Vendor Total		**683.88**		
FYTD for SANTA ROSA DEVELOPERS LIMITED			**683.88**		
SAVAGE, SUE & ROBERT					
	1/31/2011	206143	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAVAGE, SUE & ROBERT			**20.00**		
SAWLA, POOJA					
	1/31/2011	206144	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAWLA, POOJA			**20.00**		
SC SIGNS					
	1/18/2011	205905	2,100.00		
				PUBLIC HEARING SITE POSTINGS	2,100.00
	Vendor Total		**2,100.00**		
FYTD for SC SIGNS			**2,100.00**		
SCHOENFELDER, LAURA					
	1/18/2011	205906	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for SCHOENFELDER, LAURA			**38.00**		
SCMAF - INLAND VALLEY					
	1/18/2011	205907	120.00		
				2010 A & I BANQUET	120.00
	Vendor Total		**120.00**		
FYTD for SCMAF - INLAND VALLEY			**120.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SECURITY LOCK & KEY					
	1/24/2011	881959	45.00		
				LOCK REPAIRS	22.50
				LOCK REPAIRS	22.50
	Vendor Total		**45.00**		
FYTD for SECURITY LOCK & KEY			**1,666.85**		
SEIFERT, VICTORIA					
	1/31/2011	206145	45.00		
				REFUND-ANIMAL SHELTER	19.00
				REFUND-ANIMAL SHELTER	10.00
				REFUND-ANIMAL SHELTER	16.00
	Vendor Total		**45.00**		
FYTD for SEIFERT, VICTORIA			**45.00**		
SERTA MATTRESS COMPANY					
	1/3/2011	205785	300.00		
				REFUND-12/17 EVENT DEPOSIT	300.00
	Vendor Total		**300.00**		
FYTD for SERTA MATTRESS COMPANY			**300.00**		
SHAH, JAGDISH					
	1/18/2011	881920	10,800.00		
				TEMP STAFFING SVCS-CAP PROJS	10,800.00
	Vendor Total		**10,800.00**		
FYTD for SHAH, JAGDISH			**122,040.00**		
SHARRETT, SHARON K.					
	1/3/2011	205786	174.30		
				RETIREE MED JAN '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,334.46**		
SHELDON, STUART H.					
	1/3/2011	205787	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHELL OIL CO.					
	1/10/2011	205828	48.77		
				FUEL PURCHASE	48.77
	1/24/2011	206044	143.16		
				FUEL PURCHASES	143.16
	1/24/2011	206045	1,096.70		
				FUEL PURCHASES	1,096.70
	1/24/2011	206046	18.08		
				FUEL PURCHASES	18.08
	Vendor Total		**1,306.71**		
FYTD for SHELL OIL CO.			**11,517.19**		
SHRED-IT					
	1/24/2011	206047	22.75		
				REFUND-BUS.LIC OVERPYMT	22.75
	Vendor Total		**22.75**		
FYTD for SHRED-IT			**22.75**		
SHURTLEFF, JEANNETTE L.					
	1/18/2011	881921	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**2,964.00**		
SIERRA PACIFIC ELECTRICAL CONTRACTING					
	1/31/2011	206146	1,860.00		
				REPLACE TRAFFIC DETECTOR LOOPS	1,860.00
	Vendor Total		**1,860.00**		
FYTD for SIERRA PACIFIC ELECTRICAL CONTRACTING			**1,860.00**		
SINGER & COFFIN, APC					
	1/31/2011	881990	40.00		
				LEGAL SVCS	40.00
	Vendor Total		**40.00**		
FYTD for SINGER & COFFIN, APC			**7,499.98**		
SINGLETON-DECUIR, JANISHEIA					
	1/18/2011	881922	118.00		
				MILEAGE REIMBURSEMENT	118.00
	Vendor Total		**118.00**		
FYTD for SINGLETON-DECUIR, JANISHEIA			**277.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SKONBERG, RIX					
	1/18/2011	205935	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for SKONBERG, RIX			**1,500.00**		
SKY TRAILS MOBILE VILLAGE					
	1/24/2011	881960	49.31		
				REFUND-UT USER TAXES	49.31
	Vendor Total		**49.31**		
FYTD for SKY TRAILS MOBILE VILLAGE			**217.31**		
SLAGERMAN, SUSAN A.					
	1/3/2011	881861	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SLAGERMAN, SUSAN A.			**2,231.11**		
SMITH FLOORS & INSTALLATIONS					
	1/24/2011	206048	22.16		
				REFUND-BUS.LIC OVERPYMT	22.16
	Vendor Total		**22.16**		
FYTD for SMITH FLOORS & INSTALLATIONS			**7,794.16**		
SMITH, MARIA A.					
	1/3/2011	881862	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**2,212.27**		
SMITH, WILMA					
	1/18/2011	205908	200.00		
				REFUND-12/18 EVENT DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for SMITH, WILMA			**200.00**		
SMUS, PAULA					
	1/10/2011	205829	37.40		
				MILEAGE REIMBURSEMENT	22.40
				MILEAGE REIMBURSEMENT	15.00
	1/24/2011	206049	93.10		
				MILEAGE REIMBURSEMENT	93.10
	Vendor Total		**130.50**		
FYTD for SMUS, PAULA			**277.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOCO GROUP, INC					
	1/10/2011	881890	6,756.90		
				FUEL PURCHASE	6,756.90
	Vendor Total		**6,756.90**		
FYTD for SOCO GROUP, INC			**157,607.90**		
SOLAR SERVICE CENTER					
	1/18/2011	205909	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for SOLAR SERVICE CENTER			**75.00**		
SOMERS, ROBERTA					
	1/24/2011	206050	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for SOMERS, ROBERTA			**75.00**		
SOUTH COAST AIR QUALITY MGMT DISTRICT					
	1/18/2011	205910	684.59		
				FIRE # 91-OPERATING FEE	379.90
				FIRE # 91-EMISSIONS FEE	109.00
				FIRE # 2-OPERATING FEE	86.69
				FIRE # 2-EMISSIONS FEE	109.00
	Vendor Total		**684.59**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT			**2,076.08**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/10/2011	205830	11,181.08		
				ELECTRICITY	118.32
				ELECTRICITY	24.80
				ELECTRICITY	21.26
				ELECTRICITY	26.65
				ELECTRICITY	115.18
				ELECTRICITY	241.31
				ELECTRICITY	926.51
				ELECTRICITY	2,831.91
				ELECTRICITY	187.02
				ELECTRICITY	418.93
				ELECTRICITY	932.08
				ELECTRICITY	745.74
				ELECTRICITY	146.37
				ELECTRICITY	813.76
				ELECTRICITY	468.41
				ELECTRICITY	412.07
				ELECTRICITY	387.59
				ELECTRICITY	22.33
				ELECTRICITY	1,817.12
				ELECTRICITY	198.34
				ELECTRICITY	138.30
				ELECTRICITY	63.33
				ELECTRICITY	123.75
	1/24/2011	206051	14,490.30		
				IFA CHARGES-SUBSTATION	14,146.73
				ELECTRIC CHARGES	343.57
	1/31/2011	206147	3,279.84		
				ELECTRICITY	25.45
				ELECTRICITY	1,034.65
				ELECTRICITY	704.85
				ELECTRICITY	137.16
				ELECTRICITY	817.85
				ELECTRICITY	344.98
				ELECTRICITY	24.57
				ELECTRICITY	48.93
				ELECTRICITY	141.40
	Vendor Total		**28,951.22**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,759,082.07**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.					
	1/24/2011	206052	11,304.40		
				GAS CHARGES	1,198.67
				GAS CHARGES	3,273.34
				GAS CHARGES	114.54
				GAS CHARGES	218.88
				GAS CHARGES	777.55
				GAS CHARGES	362.64
				GAS CHARGES	151.64
				GAS CHARGES	1,516.93
				GAS CHARGES	453.11
				GAS CHARGES	278.01
				GAS CHARGES	384.85
				GAS CHARGES	359.34
				GAS CHARGES	562.38
				GAS CHARGES	739.86
				GAS CHARGES	64.14
				GAS CHARGES	848.52
	Vendor Total		**11,304.40**		
FYTD for SOUTHERN CALIFORNIA GAS CO.			**37,468.71**		
SPARKLETTS					
	1/18/2011	205912	39.92		
				WATER SERVICE	12.28
				WATER SERVICE	27.64
	1/24/2011	206053	4.50		
				WATER SERVICE	4.50
	Vendor Total		**44.42**		
FYTD for SPARKLETTS			**426.91**		
SPECIALIZED BUSINESS SYSTEM, INC.					
	1/24/2011	206054	528.05		
				LEKTRIEVER MAINTENANCE	528.05
	Vendor Total		**528.05**		
FYTD for SPECIALIZED BUSINESS SYSTEM, INC.			**528.05**		
SPECK, GARY B.					
	1/3/2011	881863	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**2,231.11**		
SPECTRUM CARE					
	1/18/2011	881924	12,333.33		
				LANDSCAPE MAINT-ZONE E-1	10,540.00
				LANDSCAPE MAINT-ZONE E-1	1,793.33
	Vendor Total		**12,333.33**		
FYTD for SPECTRUM CARE			**90,835.36**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPENCER, MARTHA					
	1/3/2011	881864	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for SPENCER, MARTHA			**1,397.06**		
SPRINT/NEXTEL					
	1/18/2011	881925	642.44		
				CELL PH CHGS-GTF	35.22
				CELL PH CHGS-SET	607.22
	Vendor Total		**642.44**		
FYTD for SPRINT/NEXTEL			**2,589.23**		
STANDARD INSURANCE CO					
	1/18/2011	205913	1,926.44		
				SUPPLEMENTAL INSURANCE	1,926.44
	Vendor Total		**1,926.44**		
FYTD for STANDARD INSURANCE CO			**227,964.72**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC					
	1/24/2011	881961	274.00		
				MONITORING SVCS-ANML SHLTR	175.00
				MONITORING SVCS-POLICE	99.00
	Vendor Total		**274.00**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**16,197.49**		
STATE BOARD OF EQUALIZATION					
	1/25/2011	1231101	1,976.00		
				SALES & USE TAX 10/1-12/31/10	1,976.00
	1/31/2011	206148	5,047.31		
				ELECTRICAL ENERGY SURCHARGE	5,047.31
	Vendor Total		**7,023.31**		
FYTD for STATE BOARD OF EQUALIZATION			**20,559.31**		
STATE DISBURSEMENT UNIT					
	1/6/2011	2773	1,835.37		
				CHILD SUPPORT W/H 01/06/11	1,835.37
	1/20/2011	2782	1,863.89		
				CHILD SUPPORT W/H 1/20/11	1,863.89
	Vendor Total		**3,699.26**		
FYTD for STATE DISBURSEMENT UNIT			**18,335.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE				
1/18/2011	205914	2,961.00		
			FINGERPRINTING SVCS-PD	2,961.00
1/31/2011	206149	2,649.00		
			BLOOD ALCHL ANLYS-PD	945.00
			BLOOD ALCHL ANLYS-PD	350.00
			BLOOD ALCHL ANLYS-PD	490.00
			FINGERPRINTING SVCS-HR	192.00
			FINGERPRINTING SVCS-STARS	64.00
			FINGERPRINTING SVCS-VOL SVCS	32.00
			FINGERPRINTING SVCS-B/L	32.00
			FINGERPRINTING SVCS-PARKS	64.00
			FINGERPRINTING SVCS-PARKS	192.00
			FINGERPRINTING SVCS-PD	288.00
	Vendor Total	**5,610.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**39,702.00**		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
1/18/2011	205915	145.34		
			REFUND-MVU	51.99
			REFUND-MVU	93.35
	Vendor Total	**145.34**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,771.30**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
1/18/2011	205916	2,889.12		
			TRANSCRIPTION SVCS-PD	2,889.12
	Vendor Total	**2,889.12**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**21,479.68**		
STERICYCLE (BFI)				
1/31/2011	881991	1,219.52		
			MED WASTE HAULING SVC	609.81
			MED WASTE HAULING SVC	609.71
	Vendor Total	**1,219.52**		
FYTD for STERICYCLE (BFI)		**3,901.50**		
STEVE'S VALLEY NURSERY				
1/24/2011	206055	175.00		
			PARK SAND	175.00
	Vendor Total	**175.00**		
FYTD for STEVE'S VALLEY NURSERY		**175.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEWART, CLIFFORD					
	1/3/2011	881865	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for STEWART, CLIFFORD			**1,774.42**		
STEWART, RICHARD A.					
	1/24/2011	206056	168.86		
				REFUND-CANDIDATE STATEMENT	168.86
	Vendor Total		**168.86**		
FYTD for STEWART, RICHARD A.			**168.86**		
STRADLING, YOCCA, CARLSON & RAUTH					
	1/10/2011	205831	10,293.96		
				LEGAL SVCS	2,227.43
				LEGAL SVCS	4,004.83
				LEGAL SVCS	250.00
				LEGAL SVCS	250.00
				LEGAL SVCS	1,282.35
				LEGAL SVCS	754.35
				LEGAL SVCS	425.00
				LEGAL SVCS	100.00
				LEGAL SVCS	700.00
				LEGAL SVCS	300.00
	1/18/2011	205917	300.36		
				LEGAL SVCS	300.36
	Vendor Total		**10,594.32**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH			**42,017.74**		
STRICKLER ASSOCIATION, THE					
	1/24/2011	881963	7,377.50		
				NEIGHBORHOOD STABILIZATION	2,745.00
				NEIGHBORHOOD STABILIZATION	1,252.50
				NEIGHBORHOOD STABILIZATION	3,380.00
	Vendor Total		**7,377.50**		
FYTD for STRICKLER ASSOCIATION, THE			**14,657.50**		
STRICKLER II, JOHN W.					
	1/3/2011	881866	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE					
	1/3/2011	205790	114.08		
				MISC. SUPPLIES-POLICE	13.03
				MISC. SUPPLIES-POLICE	22.83
				MISC. SUPPLIES-POLICE	8.69
				MISC. SUPPLIES-POLICE	69.53
	1/18/2011	205918	75.95		
				MISC.SUPPLIES-PARK MAINT.	32.46
				MISC.SUPPLIES-POLICE	43.49
	1/31/2011	206150	27.13		
				MISC SUPPLIES-PD	27.13
	Vendor Total		**217.16**		
FYTD for SUNNYMEAD ACE HARDWARE			**1,285.47**		
SWITZER, BANGON					
	1/31/2011	206151	112.00		
				REFUND-CLASS CANCELED	112.00
	Vendor Total		**112.00**		
FYTD for SWITZER, BANGON			**112.00**		
TARUCA, CARLOS					
	1/24/2011	206057	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for TARUCA, CARLOS			**100.00**		
TAX COMPLIANCE SERVICES					
	1/18/2011	205919	6,250.00		
				UUT COMPLIANCE SERVICES	6,250.00
	Vendor Total		**6,250.00**		
FYTD for TAX COMPLIANCE SERVICES			**31,250.00**		
TEACHER CREATED MATERIALS, INC.					
	1/31/2011	206152	6,129.20		
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.85
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-SHIPPING	419.99
	Vendor Total		**6,129.20**		
FYTD for TEACHER CREATED MATERIALS, INC.			**6,129.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TEK WORKS					
	1/24/2011	206073	13,647.08		
				REPLCMNT OF EBI KEYCARD SYSTEM	12,802.19
				RELOCATE SYS PANEL AT CITY YRD	844.89
	1/31/2011	881992	145.81		
				REPAIRS @ ESA ANNEX	145.81
	Vendor Total		**13,792.89**		
FYTD for TEK WORKS			**63,284.87**		
THE GAS COMPANY					
	1/10/2011	205832	213.84		
				LINE EXTENSION-HIGHLND FIRE ST	213.84
	Vendor Total		**213.84**		
FYTD for THE GAS COMPANY			**213.84**		
THE SMOKE DETECTORS					
	1/10/2011	205833	1,000.00		
				TRUCK SMOKE OPACITY TESTS	1,000.00
	Vendor Total		**1,000.00**		
FYTD for THE SMOKE DETECTORS			**1,000.00**		
THOMSON REUTERS INC					
	1/18/2011	205920	2,652.53		
				LEGAL PUBLICATION SUBSCPTNS	199.09
				LEGAL PUBLICATION SUBSCPTNS	2,453.44
	Vendor Total		**2,652.53**		
FYTD for THOMSON REUTERS INC			**5,554.02**		
THYSSENKRUPP ELEVATOR CORPORATION					
	1/24/2011	206058	45.43		
				REFUND-BUS.LIC OVERPYMT	45.43
	Vendor Total		**45.43**		
FYTD for THYSSENKRUPP ELEVATOR CORPORATION			**45.43**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRICHE, TARA					
	1/24/2011	206059	1,411.92		
				INSTRUCTOR SVCS-BALLET 4	88.80
				INSTRUCTOR SVCS-BALLET 7	155.40
				INSTRUCTOR SVCS-BALLET 5	111.00
				INSTRUCTOR SVCS-BALLET 3	66.60
				INSTRUCTOR SVCS-DANCE 12	257.52
				INSTRUCTOR SVCS-DANCE 6	133.20
				INSTRUCTOR SVCS-DANCE 8	177.60
				INSTRUCTOR SVCS-DANCE 10	222.00
				INSTRUCTOR SVCS-HIP HOP 9	199.80
	Vendor Total		**1,411.92**		
FYTD for TRICHE, TARA			**11,956.92**		
TRI-CITY LINEN SUPPLY, INC.					
	1/3/2011	205791	166.00		
				LINEN SVCS	25.00
				LINEN SVCS	66.00
				LINEN SVCS	75.00
	1/10/2011	205834	50.00		
				LINEN SVCS	25.00
				LINEN SVCS	25.00
	1/18/2011	205921	25.00		
				LINEN SVCS	25.00
	1/31/2011	206153	25.00		
				LINEN RENTAL-CONF & REC CTR	25.00
	Vendor Total		**266.00**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,171.75**		
TROPICAL PLAZA NURSERY, INC					
	1/24/2011	206060	94.20		
				REFUND-BUS.LIC OVERPYMT	94.20
	Vendor Total		**94.20**		
FYTD for TROPICAL PLAZA NURSERY, INC			**94.20**		
TROPICAL PLAZA NURSERY, INC.					
	1/18/2011	205922	16,196.10		
				LANDSCAPE MAINT-ZONE E-2	15,700.00
				LANDSCAPE MAINT-ZONE E-2	496.10
	Vendor Total		**16,196.10**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**130,988.49**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE					
	1/31/2011	881993	14,614.60		
				LANDSCAPE MAINT-ZONE M	5,324.89
				LANDSCAPE MAINT-DSG 1/10	6,804.71
				LANDSCAPE MAINT-E16	2,485.00
	Vendor Total		**14,614.60**		
FYTD for TRUGREEN LANDCARE			**185,249.19**		
TUNTLAND, JAMES					
	1/3/2011	881867	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for TUNTLAND, JAMES			**1,774.42**		
TURF STAR, INC.					
	1/24/2011	206061	700.47		
				GOLF COURSE EQUIP. PARTS	700.47
	Vendor Total		**700.47**		
FYTD for TURF STAR, INC.			**1,268.28**		
U.S. HEALTHWORKS MEDICAL GROUP					
	1/31/2011	206154	515.00		
				PRE-EMPLOYMENT PHYSICALS	360.00
				PRE-EMPLOYMENT PHYSICALS	65.00
				PRE-EMPLOYMENT PHYSICALS	90.00
	Vendor Total		**515.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**6,960.00**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA				
1/18/2011	205923	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205923 ON 1/18/11	-170.00
1/18/2011	205924	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205924 ON 1/18/11	-170.00
1/18/2011	205925	980.34		
			STANDBY LOC TRANSFER FEES	291.67
			STANDBY LOC TRANSFER FEES	397.00
			STANDBY LOC TRANSFER FEES	291.67
1/18/2011	205937	0.00		
			CREDIT TO REVERSE PREV PAYMENT	-291.67
			STANDBY LOC TRANSFER FEES	170.00
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK #205937ON 2/24/11	291.67
			VOIDED CHECK #205937ON 2/24/11	-170.00
			VOIDED CHECK #205937ON 2/24/11	-170.00
Vendor Total		**980.34**		
FYTD for UNION BANK OF CALIFORNIA		**58,713.22**		
UNITED PACIFIC SERVICES, INC				
1/31/2011	206155	16,694.50		
			TREE TRIMMING SVC-E3	9,869.00
			TREE TRIMMING SVC-E8	1,526.50
			TREE TRIMMING SVC-E15	1,065.00
			TREE TRIMMING SVC-E3	678.00
			TREE TRIMMING SVC-E3	2,000.00
			TREE TRIMMING SVC-E4	1,556.00
Vendor Total		**16,694.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**26,811.06**		
UNITED ROTARY BRUSH CORP				
1/10/2011	881891	716.67		
			BROOM KITS-STREET SWEEPER	223.58
			BROOM KITS-STREET SWEEPER	493.09
Vendor Total		**716.67**		
FYTD for UNITED ROTARY BRUSH CORP		**19,134.47**		
UNITED SITE SERVICES OF CA, INC.				
1/18/2011	205936	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
1/24/2011	881965	77.33		
			PORTABLE TOILET SVC-GOLF COURS	77.33
Vendor Total		**184.72**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,331.38**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED STATES TREASURY					
	1/3/2011	205792	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/18/2011	205926	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/31/2011	206156	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	Vendor Total		**150.00**		
FYTD for UNITED STATES TREASURY			**800.00**		
UNITED WAY OF INLAND VALLEYS					
	1/3/2011	205793	627.18		
				UNITED WAY CONTRIBUTIONS	627.18
	1/18/2011	205927	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	1/31/2011	206157	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	Vendor Total		**1,641.56**		
FYTD for UNITED WAY OF INLAND VALLEYS			**9,874.90**		
URRUTIA, MARIO					
	1/31/2011	206158	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for URRUTIA, MARIO			**20.00**		
USA MOBILITY/ARCH WIRELESS					
	1/24/2011	881966	36.59		
				PAGER SVC-PARK RANGERS	2.01
				PAGER SVC-TRANSP. DIV.	4.66
				PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total		**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS			**507.92**		
VA CONSULTING, INC.					
	1/18/2011	881927	11,056.75		
				AUTO MALL STREET UPGRADES PROJ	2,317.10
				AUTO MALL STREET UPGRADES PROJ	1,037.90
				AUTO MALL STREET UPGRADES PROJ	5,711.30
				AUTO MALL STREET UPGRADES PROJ	1,990.45
	Vendor Total		**11,056.75**		
FYTD for VA CONSULTING, INC.			**83,455.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY					
	1/24/2011	881967	1,415.00		
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-FIRE #2	45.00
				PEST CNTRL-FIRE #6	45.00
				PEST CNTRL-FIRE #48	45.00
				PEST CNTRL-FIRE #58	45.00
				PEST CNTRL-FIRE #65	45.00
				PEST CNTRL-FIRE #91	45.00
				PEST CNTRL-FIRE #91SPECIAL	45.00
				PEST CNTRL-SENIOR CENTER	55.00
				PEST CNTRL-TOWNGATE C/C	45.00
				PEST CNTRL-UTILITIES FIELD OFF	45.00
				PEST CNTRL-PUBLIC LIBRARY	55.00
				PEST CNTRL-P.S.B.	75.00
				PEST CNTRL-CITY HALL	75.00
				PEST CNTRL-CITY YARD	115.00
				PEST CNTRL-TRANSPORT TRAILER	45.00
				PEST CNTRL-PRO SHOP	22.50
				PEST CNTRL-MVTV-3	22.50
				PEST CNTRL-C & R	75.00
				PEST CNTRL-ANIMAL SHELTER	115.00
				PEST CNTRL-ANNEX # 1	55.00
				PEST CNTRL-HOBBY SHOP	45.00
				PEST CNTRL-MARCH ASES BLDG.	45.00
				PEST CNTRL-MARCH C/C	45.00
	1/31/2011	881994	540.00		
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
	Vendor Total		**1,955.00**		
FYTD for VACATE PEST ELIMINATION COMPANY			**11,475.00**		
VALI COOPER & ASSOCIATES, INC.					
	1/18/2011	881928	640.00		
				DAY ST IMPRVMNTS PROJ SVCS	640.00
	Vendor Total		**640.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.			**67,645.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VAS ASSOCIATES, INC.					
	1/24/2011	881968	17,040.00		
				TEMP STAFFING SVCS-CAP PROJS	17,040.00
	Vendor Total		**17,040.00**		
FYTD for VAS ASSOCIATES, INC.			**130,080.00**		
VASQUEZ, LIZ					
	1/31/2011	206159	30.00		
				REFUND-DOG ADOPTION	30.00
	Vendor Total		**30.00**		
FYTD for VASQUEZ, LIZ			**30.00**		
VERIZON					
	1/24/2011	206062	1,683.14		
				BACKBONE CHARGES	1,683.14
	Vendor Total		**1,683.14**		
FYTD for VERIZON			**11,861.61**		
VERIZON CALIFORNIA					
	1/31/2011	206160	618.41		
				PHONE CHRGS-ERC	618.41
	Vendor Total		**618.41**		
FYTD for VERIZON CALIFORNIA			**5,053.34**		
VICTOR MEDICAL CO					
	1/10/2011	205835	783.00		
				ANIMAL MEDICAL SUPPLIES	783.00
	Vendor Total		**783.00**		
FYTD for VICTOR MEDICAL CO			**8,299.81**		
VIGIL, ERNEST					
	1/3/2011	881868	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for VIGIL, ERNEST			**2,231.11**		
VINCENT, CLARENCE					
	1/3/2011	205794	1,657.32		
				JAN - 1/2 OF NOV '10, PAID JAN	1,657.32
	Vendor Total		**1,657.32**		
FYTD for VINCENT, CLARENCE			**1,657.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VINTAGE ROOFING AND SOLAR CO, INC					
	1/24/2011	206063	70.35		
				REFUND-BUS.LIC OVERPYMT	70.35
	Vendor Total		**70.35**		
FYTD for VINTAGE ROOFING AND SOLAR CO, INC			**70.35**		
VISION SERVICE PLAN					
	1/18/2011	881929	4,554.54		
				EMPLOYEE VISION INSURANCE	4,554.54
	Vendor Total		**4,554.54**		
FYTD for VISION SERVICE PLAN			**30,531.47**		
VISTA PAINT CORPORATION					
	1/10/2011	205836	999.23		
				PAINT & SUPPLIES	937.21
				PAINT & SUPPLIES	62.02
	Vendor Total		**999.23**		
FYTD for VISTA PAINT CORPORATION			**6,041.62**		
VULCAN MATERIALS CO, INC.					
	1/10/2011	205837	103.17		
				ASPHALTIC MATERIALS	103.17
	1/31/2011	206161	486.00		
				ASPHALTIC MATERIALS	171.69
				ASPHALTIC MATERIALS	104.54
				ASPHALTIC MATERIALS	105.23
				ASPHALTIC MATERIALS	104.54
	Vendor Total		**589.17**		
FYTD for VULCAN MATERIALS CO, INC.			**15,606.55**		
WAGGONER JR., GLENN C.					
	1/3/2011	881869	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGGONER JR., GLENN C.			**2,231.11**		
WAGNER, GARY D.					
	1/3/2011	881870	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.			**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGONER, ROBERT					
	1/3/2011	881871	360.40		
				12-8-10 - 2-8-11, PAID JAN '11	360.40
	Vendor Total		**360.40**		
FYTD for WAGONER, ROBERT			**1,441.60**		
WAGY, CARYLON					
	1/3/2011	205795	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**2,231.11**		
WALKER, ANTHONY					
	1/18/2011	205928	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for WALKER, ANTHONY			**50.00**		
WALKER, DONNA JEAN					
	1/18/2011	881930	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for WALKER, DONNA JEAN			**304.00**		
WANG'S APARTMENT					
	1/18/2011	205929	95.00		
				REFUND-BUS.LIC OVERPYMT	95.00
	Vendor Total		**95.00**		
FYTD for WANG'S APARTMENT			**95.00**		
WASSON, KIRK					
	1/18/2011	881931	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for WASSON, KIRK			**722.00**		
WAXIE SANITARY SUPPLY					
	1/18/2011	205930	97.95		
				JANITORIAL SUPPLIES	56.06
				JANITORIAL SUPPLIES	34.01
				JANITORIAL SUPPLIES	7.88
	Vendor Total		**97.95**		
FYTD for WAXIE SANITARY SUPPLY			**97.95**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO BANK					
	1/24/2011	206064	2,000.00		
				A/C 22631700 TABS SERIES A	2,000.00
	1/31/2011	206162	4,000.00		
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
	Vendor Total		**6,000.00**		
FYTD for WELLS FARGO BANK			**14,500.00**		
WELLS FARGO BANK, NA					
	1/31/2011	206163	750.00		
				ESCROW RE: 97 LRB PRIVT PLCMNT	750.00
	Vendor Total		**750.00**		
FYTD for WELLS FARGO BANK, NA			**750.00**		
WELLS FARGO CORPORATE TRUST					
	1/3/2011	110101	1,273.34		
				INT ON 97 CH COP VAR RATE BOND	1,273.34
	Vendor Total		**1,273.34**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WEST COAST DRYWALL & PAINT					
	1/24/2011	206065	25.52		
				REFUND-BUS.LIC OVERPYMT	25.52
	Vendor Total		**25.52**		
FYTD for WEST COAST DRYWALL & PAINT			**25.52**		
WEST PUBLISHING CORPORATION					
	1/31/2011	206164	535.00		
				AUTO TRACK SVCS-PD	535.00
	Vendor Total		**535.00**		
FYTD for WEST PUBLISHING CORPORATION			**3,710.00**		
WESTCON ELEVATOR, INC					
	1/24/2011	206066	32.30		
				REFUND-BUS.LIC OVERPYMT	32.30
	Vendor Total		**32.30**		
FYTD for WESTCON ELEVATOR, INC			**32.30**		
WESTERN INSULATIONS, LP					
	1/24/2011	206067	74.17		
				REFUND-BUS LIC OVRPMT	74.17
	Vendor Total		**74.17**		
FYTD for WESTERN INSULATIONS, LP			**74.17**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WESTERN MUNICIPAL WATER DISTRICT					
	1/24/2011	206068	163.33		
				WATER CHARGES	41.22
				WATER CHARGES	61.83
				WATER CHARGES	60.28
	Vendor Total		**163.33**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT			**15,595.04**		
WHEMPNER, LYLE					
	1/24/2011	206069	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for WHEMPNER, LYLE			**20.00**		
WIELIN, RONALD A.					
	1/3/2011	881872	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.			**2,231.11**		
WILLDAN AND ASSOCIATES					
	1/24/2011	206070	8,474.16		
				PROF.SVCS-PLAN CHECKS	8,474.16
	Vendor Total		**8,474.16**		
FYTD for WILLDAN AND ASSOCIATES			**82,201.48**		
WILLIAMS, JANE L.					
	1/3/2011	881873	200.93		
				DEC '10, PAID JAN '11	128.78
				VSP SEPT-NOV '10, PAID JAN '11	72.15
	Vendor Total		**200.93**		
FYTD for WILLIAMS, JANE L.			**1,168.14**		
WILLIAMS, LARRY					
	1/3/2011	205796	3,710.00		
				DEC 09-NOV 10, PD JAN '11	3,710.00
	Vendor Total		**3,710.00**		
FYTD for WILLIAMS, LARRY			**3,710.00**		
WILLOUGHBY, LORIA					
	1/24/2011	881969	26.50		
				MILEAGE REIMBURSEMENT	26.50
	Vendor Total		**26.50**		
FYTD for WILLOUGHBY, LORIA			**326.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WINCHESTER ASSOCIATES					
	1/18/2011	205931	2,317.00		
				REFUND-CLOSED-CHG.ZONE	2,317.00
	Vendor Total		**2,317.00**		
FYTD for WINCHESTER ASSOCIATES			**2,317.00**		
WINZLER & KELLY CONSULTING ENGINEERS					
	1/31/2011	881995	11,210.00		
				TEMP STAFFING SVCS-UTILITIES	11,210.00
	Vendor Total		**11,210.00**		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS			**52,057.50**		
WIRZ & COMPANY					
	1/10/2011	205838	6.37		
				SALES TAXES FOR TOW LABELS	6.37
	Vendor Total		**6.37**		
FYTD for WIRZ & COMPANY			**2,087.80**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.					
	1/18/2011	881932	130.00		
				JANITORIAL SVCS-SENIOR SPECIAL	130.00
	1/24/2011	881970	3,208.75		
				JANITORIAL SVCS-DAY PORTER	1,768.75
				JANITORIAL SVCS-FAC.ANNEX	960.00
				CLEANING SVCS-TOWNGATE	480.00
	1/31/2011	881996	24,980.97		
				JANITORIAL SVCS-SNNYMD ELEM	184.10
				JANITORIAL SVCS-RAINBOW ELEM	310.19
				JANITORIAL SVCS-MAPLE ELEM	310.19
				JANITORIAL SVCS-STARS	224.16
				JANITORIAL SVCS-SNNYMD MIDDLE	152.10
				JANITORIAL SVCS-FAC ANNX	1,080.00
				SPECIAL CLEANINGS-CONF & REC C	2,625.00
				JANITORIAL SVCS-CITY HALL	3,532.79
				JANITORIAL SVCS-CITY YARD	260.28
				JANITORIAL SVCS-TRANS. TRAILER	73.80
				JANITORIAL SVCS-EMERG OPS CTR	516.27
				JANITORIAL SVCS-SP DIST ANNEX	551.73
				JANITORIAL SVCS-FACIL. ANNEX	93.24
				JANITORIAL SVCS-LIBRARY	1,328.85
				JANITORIAL SVCS-MARCH FIELD	955.70
				JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
				JANITORIAL SVCS-GOLF PRO SHOP	644.70
				JANITORIAL SVCS-MVTV STUDIO	58.05
				JANITORIAL SVCS-SENIOR CTR	1,916.18
				JANITORIAL SVCS-CONF & REC CTR	3,447.93
				JANITORIAL SVCS-TS ANNEX	340.08
				JANITORIAL SVCS-TOWNGATE C.C.	691.38
				CARPET DRYING-PD CHIEF'S OFFCE	20.00
				PORT. EXTRACTOR TO DRY CARPET	100.00
	Vendor Total		**28,319.72**		
FYTD for WURM'S JANITORIAL SERVICES, INC.			**188,298.85**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX					
	1/18/2011	205934	1,571.48		
				COPIER RNTL/MAINT-PARKS	359.34
				COPIER RNTL/MAINT-PARKS	779.48
				COPIER RNTL/MAINT-PARKS	432.66
	1/31/2011	206165	8,664.45		
				COPIER EXCESS PRINTS-STARS	2,619.28
				COPIER EXCESS PRINTS-STARS	1,895.34
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,888.43
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,366.58
				COPIER RNTL/MAINT-GRAPHICS	1,422.13
				COPIER RNTL/MAINT-GRAPHICS	397.79
				CREDIT-METER EXCESS PRINTS	-1,522.09
				CREDIT-METER EXCESS PRINTS	-1,631.99
	Vendor Total		**10,235.93**		
FYTD for XEROX			**47,777.96**		
YAMASHITA, JULIA J.					
	1/3/2011	881875	309.40		
				OCT-NOV '10, PAID JAN '11	309.40
	Vendor Total		**309.40**		
FYTD for YAMASHITA, JULIA J.			**1,237.60**		
ZELAYA, XENIA					
	1/24/2011	206071	47.00		
				REFUND-CLASS REGIST	47.00
	Vendor Total		**47.00**		
FYTD for ZELAYA, XENIA			**47.00**		
	Subtotal		**1,176,392.93**		
	GRAND TOTAL		**12,324,061.41**		

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015.

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017.

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto.

BACKGROUND

On June 10, 2008, the City Council awarded an agreement to STK Architecture (STK) for design professional consultant services for the Cottonwood Fire Station. The City Council also authorized the selected consultant to design future Fire Station Nos. 65 and 107 (Morrison Park) based on a qualification-based selection process subject to funding availability, fee negotiations with the preferred consultant, STK, and City Council approval.

In approving the FY 09/10 Capital Improvement Project (CIP) budget, the City Council reappropriated funding for various fire stations, allowing the Fire Department additional time to reanalyze its coverage area to size a fire station and locate it at the most effective location

On February 8, 2010, the Fire Chief presented a request to, and received concurrence from, the Public Safety Subcommittee for design and construction of the Morrison Park Fire Station.

On March 23, 2010, the City Council approved the Agreement for Design Professional Consultant Services with STK Architecture, Inc. for architectural and engineering design and construction contract administration services for Morrison Park Fire Station.

DISCUSSION

The Morrison Park Fire Station is located on APN 487-370-017, owned by the City, at 13400 Morrison Street. The adjacent property along the north property line, APN 487-370-015, is owned by YMCA of Riverside City and County. This is the future site of the YMCA Youth Center. The Morrison Park Fire Station will be a two-bay fire station with a modified floor plan layout. The fire station will have two driveways accessing from Morrison Street. The northernmost driveway is located directly opposite to Rockport Drive to facilitate the traffic along Morrison Street. This northernmost driveway will be dedicated as a shared driveway between the Fire Station and the future YMCA Youth Center.

As part of the City Condition of Approval for construction of the Morrison Park Fire Station, the City of Moreno Valley and YMCA of Riverside City and County shall enter an Irrevocable Reciprocal Easement for Ingress and Egress to provide right of way for vehicular traffic entering the Fire Station and YMCA Youth Center through the northernmost driveway.

ALTERNATIVES

1. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and authorize the City Manager to execute said “Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will facilitate the construction of needed facilities.*

2. Do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and do not authorize the City Manager to

execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will result in the delay of needed facilities.*

FISCAL IMPACT

The project is funded using 2007 Redevelopment Agency Tax Allocation Bond Series A proceeds (Fund 897) that were specifically allocated for the design and construction of the Morrison Park Fire Station. These funds must be used for their intended purpose and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGET

Fiscal Year 2010/2011 (897.91729)	$6,276,000
Total Funding	**$6,276,000**

ESTIMATED PROJECT COSTS

Final Design/Environmental Assessment/Const. Administration Services (including 10% contingency)	$ 766,000
Inspection, Testing, Geotechnical, and Survey services	$ 155,000
Communications (Riverside County IT services)	$ 50,000
Construction (including furniture and furnishings)	$5,200,000
Administrative Costs (permits, utility fees, Plan Check staff, misc.)	$ 100,000
Total Estimated Project Cost	**$6,271,000**

PRELIMINARY PROJECT SCHEDULE

Design Phase	April 2010 - June 2011
Bid and Award	July 2011 – September 2011
Notice of Construction Award	October 2011
Begin Construction	November 2011
Complete Construction	October 2012
Occupancy	November 2012

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Staff recommends the City Council approve the Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for shared use of the driveway separating the YMCA and Morrison Park Fire Station properties.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-015
Attachment "C" Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-017

Prepared By:
Henry Ngo, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/
City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/
Assistant City Engineer

Concurred By:
Steve Curley
Fire Chief

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\Zurich\shared\PublWork\CapProj\CapProj\PROJECTS\Henry - 11-43472527 - Morrison Park Fire Station\CC Reports\YMCA Agreement - 03-22-11 -- Morrison Park Fire Station.doc

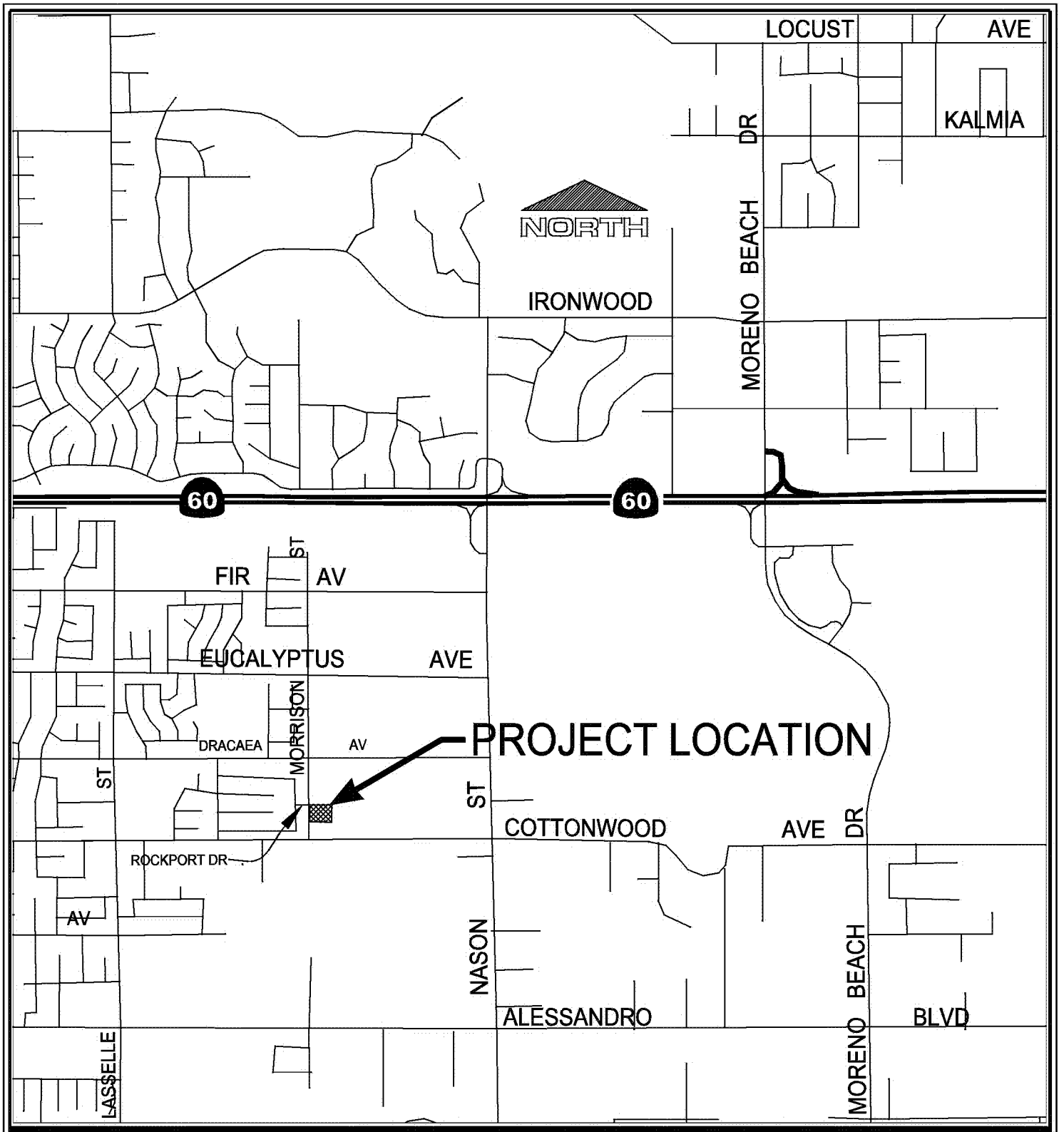

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

Attachment "A"

Morrison Park Fire Station

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-015

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between YMCA of Riverside City and County ("Grantor") and City of Moreno Valley, A Municipal Corporation ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles exiting the Dominant Tenement from Morrison Street.

B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "B"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Southwest Corner of the Servient Tenement and the Norththwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantor agrees to not use this easement for a means of access for traffic during the construction of any site improvements on the Servient Tenement without written approval from the Grantee.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

YMCA of Riverside City and County

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

City of Moreno Valley, a municipal corporation

Grantee's Signature: _____ Date: _____

HENRY GARCIA, City Manager

Approved as to Form: _____ Date: _____

City Attorney

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-017

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between City of Moreno Valley, A Municipal Corporation ("Grantor") and YMCA of Riverside City and County ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles entering the Dominant Tenement from Morrison Street.

B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "C"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Northwest Corner of the Servient Tenement and the Southwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantee may not use this easement for a means of access for traffic during the construction of any site improvements on the Dominant Tenement, nor shall Grantee unreasonably interfere with the ability for ingress and egress to the Servient Tenement by the Grantor without written approval from the Grantor.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

City of Moreno Valley, a municipal corporation

Grantor's Signature: _____ Date: _____

HENRY GARCIA, City Manager

YMCA of Riverside City and County

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Approved as to Form: _____ Date: _____

City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: 2010 ANNUAL REPORT OF THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council:

1) **RECEIVE AND FILE** the 2010 Annual Report of the Planning Commission; and

2) **AUTHORIZE** transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

PLANNING COMMISSION RECOMMENDATION

The 2010 Annual Report was adopted by the Planning Commission on February 24, 2011, and is forwarded to the City Council in accordance with the California Government code.

BACKGROUND

The Government Code mandates an annual Planning Commission report be presented to the legislative body (City Council) on the progress of the General Plan and its implementing mechanisms. The attached 2010 Annual Report of the Planning Commission provides the City Council with a report of the Planning Commission's actions and endeavors for the last year as required by the California Government Code.

DISCUSSION

In 2010, the Planning Commission held public hearings on 8 applications to amend the Municipal Code and/or General Plan. In addition, the Commission acted upon 16 developer-initiated applications, which included Conditional Use Permits, Plot Plans, Development Agreements and Tentative Tract Maps. The Planning Division staff also processed 609 administrative applications which include such projects as: new construction not within 300' of residential, sign permits and home occupation permits and 82 plan check reviews.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Posting of City Council Agenda.

ATTACHMENTS/EXHIBITS

1) 2010 Annual Report of the Planning Commission.

Prepared By:
Grace Espino-Salcedo
Administrative Assistant

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
Community & Economic Development Department
Planning Division

Planning Commission
ANNUAL REPORT
To the City Council

JANUARY – DECEMBER 2010

ATTACHMENT 1

TABLE OF CONTENTS

ACKNOWLEDGEMENTS.....3

MAJOR ACCOMPLISHMENTS.....5

GENERAL PLAN IMPLEMENTATION.....9

PROJECT ACTIVITY.....12

MV00100446

ACKNOWLEDGEMENTS

MV00100447

ACKNOWLEDGEMENTS

CITY COUNCIL (Elected)	**DISTRICT**	**TERM EXPIRES**
Bonnie Flickinger, Mayor	4	November 2010
Robin Hastings, Mayor Pro-Tem	3	November 2012
William H. Batey II	5	November 2012
Jesse L. Molina	1	November 2012
Richard A. Stewart	2	November 2010

PLANNING COMMISSION (Appointed)	**TERM EXPIRES**
Rick De Jong, Chairperson	March 31, 2011
Ray L. Baker, Vice-Chairperson	March 31, 2013
Michael S. Geller	March 31, 2013
Richard Dozier	March 31, 2013
George Salas, Jr.	March 31, 2013
Maria Marzoeki	March 31, 2011
George Riechers	March 31, 2011

CITY MANAGER
Robert G. Gutierrez

DEPUTY CITY MANAGER
Rick Hartmann

COMMUNITY DEVELOPMENT DEPARTMENT
Kyle Kollar, Director

Planning Division
John Terell, AICP Planning Official
Darisa Vargas, Senior Administrative Assistant
Grace Espino-Salcedo, Administrative Assistant
Chris Ormsby, AICP Senior Planner
Mark D. Gross, AICP Senior Planner
Claudia Manrique, Associate Planner
Gabriel Diaz, Associate Planner
Jeffrey Bradshaw, Associate Planner
Julia Descoteaux, Associate Planner
Leticia Esquivel, Senior Permit Technician
Yahnel Bishop, Permit Technician
Summer Looy, Permit Technician

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MAJOR ACCOMPLISHMENTS

MV00100449

MAJOR ACCOMPLISHMENTS

The Moreno Valley Planning Commission is committed to implementing the adopted General Plan, Development Code and Design Guidelines. The Development Code and Design Guidelines, combined with the adopted Landscape Development and Specifications, are the major tools to implement the General Plan.

The purpose of this Annual Report is to highlight significant accomplishments, summarize ongoing projects, and describe special studies that the Moreno Valley Planning Commission has been working on during the 2010 calendar year. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code.

Major Accomplishments in 2010 were:

Major development projects reviewed by the Planning Commission in 2010 were as follows:

- PA06-0173 (Plot Plan) Construction of 4,877 square feet neighborhood market located in the Village Commercial Zone (VC). Located at southeast corner of Alessandro and Redlands Boulevards (APNS: 478-430-002, 478-430-012, 013, 014 & 015).

- PA07-0147 (Plot Plan), PA07-0157 (Tentative Parcel Map No. 35837) Plot Plan for a 353,869 square foot warehouse distribution building on approximately 16.55 acres. The project includes a Tentative Parcel Map to merge the two existing parcels into one parcel. The site is zoned Light Industrial (LI) which allows for warehouse distribution facilities. Located at the northeast corner of Cactus Avenue and Joy Street.

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial © zones. Location: Citywide.

- PA07-0005 (Municipal Code Amendment), PA10-0004 (General Plan Amendment) Municipal Code Amendment to amend various chapters in Title 9 to change Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. A General Plan Amendment to revise 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre. Location: Citywide.

MV00100450

- PA09-0025 (Plot Plan), PA09-0043 (Tentative Parcel Map No. 36262) Plot Plan with hearing for a vehicle fueling station with eight pumps, a 4,000 square foot convenience store, and a 968 square foot automated drive through carwash on 1.77 acres in the Community Commercial (CC) zone. Located at the southwest corner of Alessandro Boulevard and Moreno Beach Drive.

- PA10-0012 (FY 2010-2011 Capital Improvement Plan Conformance with the General Plan) To make a finding that the Fiscal Year 2010-2011 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan. Various locations throughout the City of Moreno Valley.

- PA06-0185 (General Plan Amendment), PA06-0184 (Change of Zone), PA06-0183 (Tentative Tract Map No. 34748), P09-102 (Variance) Tentative Tract Map No. 34748 for a 135 single-family residential lot subdivision on 40 acres. This project includes a General Plan and Change of zone to change the land use from Business Park (BP) to Residential 5 (R5). Lot sizes will range from 7,200 square feet to 12,576 square feet. The proposed variance covers retaining walls on four lots (Lot Numbers 37, 38, 39 and 40) that are over three feet in height. Located at the southeast corner of Heacock Street and Gentian Avenue.

- PA08-0079 (Master Plot Plan), PA08-0080 (Plot Plan), PA08-0081 (Tentative Tract Map No. 36083) Tentative Tract Map No. 36083 to subdivide a 16.9 acres parcel into 6 pads for commercial retail use. Pad A will include a WinCo Supermarket (95,440 square feet) and Pad F additional retail space (14,800 square feet). No specific buildings have been submitted for the other four parcels. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0045 (Conditional Use Permit) Proposal for the installation of a 50-foot tall monopine telecommunications facility to include 12 antennas, 12TMA antennas, one microwave dish, tow GPS antennas and the associated ground equipment. The monopine and the equipment shelter will be located on the west side of Cottonwood Park in the Residential Agricultural 2 (RA2) zone. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.

- PA10-0021 (General Plan Amendment) General Plan Amendment to modify the City's Bikeway Plan. Location: Citywide.

- PA10-0031 (Municipal Code Amendment) Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding pharmacy land use to the Business Park Mixed-Use (BPX) zone. Location: Citywide.

MV00100451

- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

- PA09-0027 (Conditional Use Permit) Conditional Use Permit to allow Big 6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license from Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 a.m. and 8:30 p.m. Located at 21748 Cottonwood Avenue (APN: 263-160-037). ***(DENIED)***

Other Development Projects reviewed by the Planning Commission in 2010 as follow:

- P10-002 (Amended Plot Plan) Amended Plot Plan for modification of the original conditions of approval for Tentative Parcel Map No. 33275 to re-classify all public roads within the development as private and to eliminate the requirement for a public improvement agreement and security deposit. Located north of Alessandro Boulevard and west of Wilmot Street at Gifford Avenue and Curtis Street. ***(DENIED)***

- P10-020 (Conditional Use Permit) Construction of a new 8,700 square foot multipurpose/sanctuary located in the Community Commercial (CC) Zone. Located at 23750 Alessandro Boulevard (APNs: 296-300-005 & 296-300-007).

MV00100452

GENERAL PLAN IMPLEMENTATION

MV00100453

GENERAL PLAN IMPLEMENTATION

The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The amendments were approved by the Planning Commission and forwarded to the City Council for their approval.

The following General Plan Amendments were recommended for approval by the Planning Commission in 2010:

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial (C) zones. Location: Citywide.

- PA07-0005 (Municipal Code Amendment), PA10-0004 (General Plan Amendment) Municipal Code Amendment to amend various chapters in Title 9 to change Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. A General Plan Amendment to revise 2.4.6 by changing the density for the Residential/Office (R/) designation from 15 to 30 dwelling units per acre. Location: Citywide.

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- PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.

MV00100454

- PA10-0021 (General Plan Amendment) General Plan Amendment to modify the City's Bikeway Plan. Location: Citywide.

- PA10-0031 (Municipal Code Amendment) Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding pharmacy land use to the Business Park Mixed-Use (BPX) zone. Location: Citywide.

- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

MV00100455

PROJECT ACTIVITY

MV00100456

PROJECT ACTIVITY

SUMMARY OF PLANNING COMMISSION PROJECT ACTIVITY FOR THE PERIOD JANUARY 2010 THROUGH DECEMBER 2010

PROJECT TYPE	TOTAL PROJECTS REVIEWED
Amended Design Manual	0
Amended Plot Plan	1
Change of Zone	1
Conditional Use Permit	3
Conditional Use Permit Amendment	0
Development Agreement	0
Development Agreement Amendment	0
Municipal Code Amendment	4
General Plan Amendment	4
Modification to Conditions of Approval	0
Parcel Map	0
Plot Plan	4
Plot Plan Amendment	0
Reversion to Acreage	0
Specific Plan Amendment	0
Specific Plan Adoption	0
Tentative Parcel Map	2
Tentative Parcel Map Amendment	0
Tentative Tract Map	2
Tentative Tract Map Amendment	0
Tentative Tract Map Variance	0
Variance	1
Master Plot Plan and Related	1
10 Year Capital Plan Amendment	1
TOTAL PROJECTS	24

* This does not include Administrative Approvals that include such projects as: new construction not within 300' of residential, home occupation permits and signs. There were **609** Administrative Approvals and **82** plan check reviews in 2010.

MV00100457

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: March 22, 2011

TITLE: Consideration of the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority

RECOMMENDED ACTION

Staff recommends that the City Council approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

BACKGROUND

The Western Riverside Regional Conservation Authority (RCA) was formed in 2004 to administer and implement the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). A joint powers authority, the RCA collectively acquires, administers, operates, and maintains land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the MSHCP. The RCA consists of the County of Riverside and the Cities of Moreno Valley, Lake Elsinore, Hemet, Perris, Riverside, Temecula, Corona, Banning, Beaumont, Norco, Calimesa, Murrieta, San Jacinto, Canyon Lake, Wildomar and Menifee. The City is represented on the RCA Board by Council Member William Batey.

DISCUSSION

The joint powers agreement for the Regional Conservation Authority was originally executed by the County of Riverside and 14 cities in 2004. In March, 2009, the agreement was amended to include the new cities of Wildomar and Menifee. At the February 7, 2011 meeting, the RCA Board of Directors approved the Fourth Amended and Restated agreement adding the City of Eastvale to the joint powers authority upon approval of all the member agencies.

ALTERNATIVES

1) Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff recommends this alternative.*

2) Not approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff does not recommend this alternative.*

FISCAL IMPACT

The proposed amendment to the agreement will have no fiscal impact to the City.

SUMMARY

The approval of the proposed Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority would indicate the City's approval to add the City of Eastvale to the RCA.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Exhibit "A": Letter dated February 7, 2011 and Fourth Amended and Restated Agreement

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Regional Conservation Authority
Western Riverside County

CITY MANAGER
MORENO VALLEY
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Board of Directors

Chairman
Jeff Stone
County of Riverside

Vice Chairman
Jim Hyatt
City of Calimesa

Kevin Bash
City of Norco

William Batey
City of Moreno Valley

Ben Benoit
City of Wildomar

John Benoit
County of Riverside

Roger Berg
City of Beaumont

Randy Bonner
City of Canyon Lake

Bob Buster
County of Riverside

Maryann Edwards
City of Temecula

Thomas Fuhrman
City of Menifee

Mike Gardner
City of Riverside

Linda Krupa
City of Hemet

Alan Long
City of Murrieta

John Machisic
City of Banning

Melissa Melendez
City of Lake Elsinore

Scott Miller
City of San Jacinto

Eugene Montanez
City of Corona

John Tavaglione
County of Riverside

Mark Yarbrough
City of Perris

Executive Staff

Charles Landry
Executive Director

3403 10th Street, Suite 320
Riverside, California 92501

P.O. Box 1667
Riverside, California 92502-1667

Phone: (951) 955-9700
Fax: (951) 955-8873
www.wrc-rca.org

February 7, 2011

The Honorable Richard A. Stewart, Mayor
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

RE: CITY COUNCIL ACTION REQUESTED – FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Dear Mayor Stewart:

The Board of Directors of the Western Riverside County Regional Conservation Authority, at their meeting of February 7, 2011, approved the Fourth Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the Western Riverside County Regional Conservation Authority. Said amended agreement would add the City of Eastvale to the joint powers authority once all of the member agencies have adopted the proposed amended agreement.

Enclosed is the proposed Amended and Restated JPA along with 26 signature pages for the City of Moreno Valley. We are requesting 26 original signatures in order that all of the member agencies may be provided with a fully executed original of the JPA. Each member agency must place the item on the agenda for approval. Once it is approved, please return the JPA with the 26 original signature pages to me. Once all of the signature pages are received, each member agency will be provided with a fully executed original JPA for their records.

Your expeditious approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement would be greatly appreciated in order that the City of Eastvale may become a member agency of the Western Riverside County Regional Conservation Authority as soon as possible. Should you have any questions, please feel free to call me at (951) 955-9700.

Sincerely,

Honey Bernas

Honey Bernas
Director of Administrative Services

Enclosures: Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority with 26 Signature Pages

cc: Jane Halstead, City Clerk
Henry T. Garcia, City Manager

Exhibit "A"

FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

This Joint Powers Agreement dated _____, 2011 is made by and between the COUNTY OF RIVERSIDE, and the Cities of BANNING, BEAUMONT, CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE, MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO, TEMECULA and WILDOMAR, hereinafter sometimes referred to collectively as "Parties," for the purpose of acquiring, administering, operating and maintaining land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the Western Riverside County Multiple Species Habitat Conservation Plan, hereinafter referred to as the "MSHCP."

RECITALS

WHEREAS, the Cities and the County, hereinafter sometimes jointly referred to as "Parties", are authorized and empowered to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act"; and

WHEREAS, the County and the Cities each have the authority and power to prepare and implement habitat conservation plans for the protection of rare, threatened and endangered species, and to acquire, own, maintain and operate habitat reserves for such species in connection with said habitat conservation plans; and

WHEREAS, the formation of a single public agency would most efficiently serve the interests of the County and Cities by allowing the County and the Cities to jointly exercise the aforementioned powers; and

WHEREAS, the County in consultation with the Cities has prepared the MSHCP; and

WHEREAS, the County and the Cities desire to organize themselves pursuant to

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this Joint Powers Agreement, hereinafter referred to as the "Agreement", to implement the MSHCP should the MSHCP ultimately be approved by the County and Cities; and

WHEREAS, the original Joint Powers Agreement was dated January 27, 2004 and was entered into between the County of Riverside and fourteen (14) cities in western Riverside County; and

WHEREAS, the Cities of Menifee and Wildomar became member agencies on April 7, 2009; and

WHEREAS, the parties and the City of Eastvale desire that the City of Eastvale become a member of the Western Riverside County Regional Conservation Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. **Purpose**. The purpose of this Agreement is to create a public agency to acquire, administer, operate and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP in the event the MSHCP is approved by the County and Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law").

Section 2. **Creation of the Authority**. Pursuant to the Act and the Bond Law, there is hereby created a public agency to be known as the "Western Riverside County Regional Conservation Authority," hereinafter referred to as the "RCA." The RCA shall be a public agency, separate and apart from its members, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

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Section 3. **Powers.** In carrying out the purpose of this Agreement, the RCA shall have the following powers:

A. To make and enter into contracts;

B. To employ agents, consultants, attorneys and employees;

C. To acquire property, and any interest in property, both real and personal by purchase, gift, option, grant, bequest, devise or otherwise, and hold and dispose of such property;

D. To conduct and direct studies and to develop and implement plans to complement, modify or supplement the MSHCP;

E. To incur debts, liabilities, and obligations;

F. To sue and be sued in its own name;

G. To employ reserve managers and other personnel to operate, maintain, and administer the habitat reserves established through implementation of the MSHCP;

H. To be an applicant, make applications for, and receive grants from governmental and private entities and to participate in State bond issues;

I. To prepare project reports and applications, to qualify for grants, and to enter into grant contracts and to do all other things necessary to comply with State and Federal laws and regulations with respect to grants;

J. To borrow or receive advances of funds from its members or from such other sources as may be permitted by law;

K. To contract with its members and other entities who operate or will operate the habitat reserves established through implementation of the MSHCP;

L. To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses to carry out the powers of the RCA;

M. To acquire, hold, and dispose of equipment;

N. To lobby state and federal governments and their officials as well as private entities to obtain funding for implementation of the MSHCP and employ individuals or entities to conduct such lobbying activities on its behalf; and

O. To exercise the powers granted to it under the Act, including, but not limited to, the Bond Law and the powers common to each member, as may be necessary to accomplish the purposes of this Agreement.

P. To invest money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code.

Section 4. **Term.** The term of this Agreement shall continue until terminated by the Parties hereto by their mutual written consent as set forth in Section 5 of this Agreement.

Section 5. **Termination, Withdrawal and Amendment.**

A. This Agreement shall be automatically terminated and considered null and void in the event the MSHCP is not approved by the County and the Cities or appropriate permits are not issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

B. Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal. This Agreement shall thereupon be deemed automatically amended to reflect the withdrawal of said Party from the RCA and this Agreement. Upon withdrawal of any Party from the RCA and this Agreement, the withdrawing Party shall not receive any distribution, partial or otherwise, of any cash or other assets of the RCA.

C. Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to add new Parties; or (2) amended to change any portion of this Agreement. Alternatively, any Western Riverside County city may become a party to the Authority upon such terms

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and conditions as established by the Board or Executive Committee. Any Western Riverside County city shall become a party to the Authority by the adoption by the city council of this Agreement and the execution of a written addendum to this Agreement agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board or Executive Committee.

D. The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. Pursuant to California Government Code Sections 6511 and 6512, upon completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, may be returned to the then Parties to the Agreement in proportion to the contributions made, or in the alternative, may be transferred to any local, state, federal or private entity who agrees to assume the duties and obligations of the RCA. However, any distribution of assets shall be subject to the prior discharge of enforceable liability against the RCA. Subject to the foregoing, each Parties proportionate share shall be based upon each Parties contributions to the RCA submitted to the RCA in accordance with Sections 17.A. and B. below.

Section 6. <u>RCA Board and Membership</u>. This Agreement and the authority hereby created shall be administered by the governing body of the RCA which shall be known as the "Board of the Western Riverside County Regional Conservation Authority" hereinafter referred to as the "Board."

The regular members of the Board shall be the five members of the Riverside County Board of Supervisors and one member from each incorporated city who is signatory to the Agreement. Written notification of the appointment of a City representative shall be provided to the Chairperson of the Board.

Each member of the Riverside County Board of Supervisors may appoint an alternate member and each City may appoint one alternate member. Each regular member and alternate City appointed member must hold an elective office on the

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respective governing body appointing the regular or alternate member. The Board of Supervisors may appoint a city council member of a member city to represent each Board of Supervisor member as an alternate at meetings of the RCA Board or committees. Notwithstanding the prior sentence, in no event shall the same person serve as a city representative and alternate for the Board of Supervisor's member of the same meeting. Notice of the appointment of an alternate shall be made in writing to the chairperson of the RCA Board. In the absence of a regular member, the alternate member shall, if present, participate in a meeting of the Board the same as if the alternate member were the regular member.

Regular members and alternate members shall serve on the Board during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a regular or alternate member's position on the Board shall automatically terminate if and when the term of the elected public office of such regular or alternate member is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the Board of the name of the replacement regular or alternate member.

Regular members and alternate members, if participating in a meeting of the Board on behalf of a regular member, shall be entitled to compensation for participation in meetings of the Board and necessary traveling and personal expenses incurred in the performance of the member's duties as authorized by the Board. Such compensation shall be fixed by resolution of the Board.

Section 7. <u>Meetings of the RCA Board</u>.

A. **<u>Meetings.</u>** The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be provided to the governing body of each of the Parties and with each Party's designated regular and alternate member. Special meetings and adjourned meetings may be held as required or permitted by law.

B. **Ralph M. Brown Act.** All meetings of the Board, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

C. **Quorum and Voting.** A majority of the members of the Board shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board. Each regular member or alternate member acting in the place of a regular member shall have one vote at meetings of the Board. However, any member of the Board, immediately after a vote of the Board and prior to the start of the next item on the agenda may call for a weighted vote. For an item to be passed by weighted vote, all of the following requirements shall be met:

I. the item shall be approved by a majority of the Board members present at the meeting who represent the Riverside County Board of Supervisors, who each shall have one vote;

II. the item shall be approved by a majority of the Board members present at the meeting who represent Cities, who each shall have one vote; and

III. the item shall be approved by Board members present at the meeting who represent Cities representing a majority of an equal combination of 1) the population of the county living in incorporated areas within the boundaries of the MSHCP Plan area, and 2) the number of acres currently within the Criteria Cells in the incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Eastvale – 1,024 acres; Hemet – 1,158 acres; Lake Elsinore – 14,336 acres; Menifee – 249 acres; Moreno Valley – 2,325 acres; Murrieta – 8,726 acres; Norco – 734 acres; Perris – 3,181 acres; Riverside – 1,201 acres; San Jacinto – 4,580 acres; Temecula – 3,899 acres; and Wildomar – 4,151 acres. Population data shall be determined through California Department of Finance estimates, adjusted annually.

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In addition, the Board may, through resolution, revise the above-referenced number of acres due to the addition of a new member entity or other appropriate adjustments as the Board deems necessary.

D. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the RCA.

Section 8. Officers. The Board shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year. Additionally, at its first meeting and at the first meeting held in each succeeding calendar year shall, the Board shall select any other officers it deems appropriate. In the event an officer resigns or ceases to be an officer, the Board shall select a replacement therefore at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

A. **Treasurer.** The treasurer of a member agency shall serve as the treasurer of the RCA. The Board pursuant to the adoption of a resolution shall appoint the treasurer of a member agency to serve as the Treasurer. The Treasurer shall have the custody of the RCA money and disburse RCA funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Board. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the RCA and place in the Treasury of the Treasurer to the credit of the RCA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all RCA money so held; pay, when due, out of money of the RCA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the RCA or Board; verify and report in writing on the first day of July, October, January and April of each year to the RCA the amount of money held for the RCA, the amount of receipts since the last report,

and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

B. **Controller.** The Finance Director of a member agency shall serve as the Controller of the RCA. The Board pursuant to the adoption of a resolution shall appoint the finance director of a member agency to serve as the Controller. The Controller shall draw warrants to pay demands against the RCA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of al receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the RCA in the possession of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the RCA, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of the RCA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the RCA available for such purpose. The Board by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Section 9. MSHCP Advisory Committee. Within thirty (30) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department

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of Fish and Game for the MSHCP, the Board shall form an MSHCP Advisory Committee. The MSHCP Advisory Committee shall consist of the Riverside County Habitat Conservation Agency (RCHCA) Board of Directors and one representative from each City who is not a member of the RCHCA. Within six (6) months of execution of this Agreement, or at any time thereafter, the Board may review the RCA organizational structure established by this Agreement to determine if it is facilitating MSHCP implementation.

Section 10. Executive Director. The Board shall retain an Executive Director to administer the MSHCP in compliance with the duties and responsibilities set forth in Sections 5.0 and 6.0 of the MSHCP. As required by the MSHCP, the RCA shall initially contract with the County of Riverside to provide an appropriate department or individual to act as the Executive Director within thirty (30) days of the formation of the RCA. The appropriate department or individual shall be recommended by the County's Executive Officer and considered by the Board. It is understood by the Parties to this Agreement that the Board may accept or reject the County Executive Officer's recommendation of an appropriate department or individual to serve as the Executive Director. This contract shall be for an initial term of three (3) years. At least six (6) months prior to the expiration of this initial contract term, the Board shall review the County department's or individual's performance as Executive Director. Based upon this review, the Board may elect to extend the contract with the County or select an alternative entity or individual for the Executive Director position upon expiration of the initial term.

Section 11. RESERVED

Section 12. Monitoring Program Administrator. Upon issuance of the permits for the MSHCP by the U.S. Fish and Wildlife Service and California Department of Fish and Game and for a period of eight (8) years thereafter, the California Department of Fish and Game shall serve as the Monitoring Program Administrator for the MSHCP. The Monitoring Program Administrator shall be responsible for implementing the monitoring program contained in Section 5.0 of the MSHCP and shall perform all duties

MV00100470

and responsibilities as set forth in Sections 5.0 and 6.0 of the MSHCP. Thereafter, the Board may elect to have the Department continue acting in the capacity or shall select an alternative individual or entity for this position if the Board determines that the Department cannot adequately perform the duties and responsibilities of this position.

Section 13. Reserve Managers. The Board shall retain at least one Reserve Manager to manage lands owned by the RCA within the MSHCP Conservation Area. This Reserve Manager(s) shall report to the Executive Director and shall perform all the duties and responsibilities set forth in Section 5.0 and Section 6.0 of the MSHCP. Additionally, Reserve Managers managing lands owned by any Party to this Agreement that are within the MSHCP Conservation Area shall report to the Executive Director.

Section 14. Independent Science Advisors. The Board shall retain, as appropriate, independent science advisors who are qualified biologists and conservation experts with expertise in species covered by the MSHCP and their habitats. Additionally, to the extent feasible, the independent science advisors shall have experience in land management. Independent science advisors shall be retained on an annual basis, shall report to the Executive Director and shall comply with the duties and responsibilities set forth in Section 6.0 of the MSHCP.

Section 15. Funding Coordination Committee. Within one hundred and twenty (120) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department of Fish and Game for the MSHCP, the Board shall form a Funding Coordination Committee to provide recommendations to the Board on local funding priorities and local MSHCP Conservation Area acquisitions. Members of this committee shall be appointed by the Board and shall consist of, at a minimum, representatives of the Parties to this Agreement, the U.S. Fish and Wildlife Service, and the California Department of Fish and Game. To the extent feasible, members of the Funding Coordination Committee shall have expertise in real estate or land use planning and/or experience implementing large scale conservation programs.

The Funding Coordination Committee shall make recommendations to the Board through the Executive Director on local land acquisitions and funding priorities. Additionally, this Committee shall provide a forum to discuss land acquisition priorities of the U.S. Fish and Wildlife Service and California Department of Fish and Game and acquisitions by other entities using non-local sources of revenue. The Board shall establish policies under which the Funding Coordination Committee shall make recommendations to the Board. Such policies shall include conflict of interest guidelines for the Committee members.

The Planning Directors of each Party to this Agreement shall receive prior notice of all meetings of the Funding Coordination Committee. Such notice shall include a meeting agenda and a list of potential acquisition sites, if applicable. The Planning Directors or their designated representatives may participate in Committee meetings, as appropriate.

Section 16. <u>Reserve Management Oversight Committee</u>. The Reserve Management Oversight Committee (RMOC) shall be formed within sixty (60) days of the effective date of the contract between the RCA and the County concerning the establishment of an Executive Director. The RMOC shall be composed of, at a minimum, one representative appointed by each of the following entities:

A. U. S. Fish and Wildlife Service,

B. California Department of Fish and Game,

C. Riverside County Regional Parks and Open Space District,

D. Bureau of Land Management,

E. U.S. Forest Service,

F. California Department of Parks and Recreation,

G. RCA, and

H. Up to five (5) other private or public agencies or entities that own or manage land within the MSHCP Conservation Area.

The RMOC shall serve as the intermediary between the Reserve Managers and the decision making function of the RCA. The Executive Director shall serve as chair of the RMOC.

Section 17. Rules and Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Act, the Bond Law, and the laws of the State of California applicable to a general law city shall govern the RCA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said city in the manner of exercising such powers, as required by Government Code Section 6509. The Board, at its first meeting or as soon thereafter as may be possible, shall adopt such rules and regulations as the Board may deem necessary for the conduct of the RCA's affairs. Among these rules shall be a conflict of interest code and a purchasing ordinance. The Board may, as it deems appropriate, review and revise these rules and regulations.

Section 18. Fiscal Year. The fiscal year of the RCA shall be the period commencing on July 1 of each year and ending on and including the following June 30.

Section 19. Contributions/Estimated Budget.

A. Contributions of Development Mitigation Fees. The Parties to this Agreement shall impose a development mitigation fee on all new development to support the acquisition of additional reserve lands pursuant to the MSHCP. All development mitigation fees collected by the Parties shall be forwarded to the RCA within ninety (90) days after receipt by each Party. The RCA may, in its discretion, conduct an audit of the development mitigation fees collected by any Party to this Agreement.

B. Other Contributions. The RCA may accept contributions of money or property from the Parties or other individuals or entities including but not limited to contributions from Parties, MSHCP Permittees and Special Participating Entities who obtain take authorization under the MSHCP for public utility, schools, transportation, flood control and other public infrastructure projects. Additionally, a Party may hold and

MV00100473

manage its own property as a contribution to implementation of the MSHCP and the MSHCP Conservation Area. Landfill Tipping Fees and Density Bonus Fees collected by the County may be contributed to the RCA on an annual basis subject to the discretion of the Board of Supervisors.

C. Use of Contributions. When approved by the Board, revenues received by the RCA, including without limitation, fees and other contributions, shall be used to implement the MSHCP. In addition, the RCA shall reimburse the County for any and all litigation costs, including but not limited to attorneys fees, incurred in defense of any legal challenge concerning the adoption of the MSHCP or any related actions as well as any costs incurred to establish the Executive Director and any other necessary staff prior to entering into the contract contemplated in Section 10 of this Agreement.

D. Budget. The annual budget for the RCA shall be prepared by the Executive Director. The annual budget shall be based on an estimate of the amount of revenue necessary to implement the MSHCP during the ensuing fiscal year and shall consider necessary land acquisition, improvements, maintenance, management, monitoring, administration, and operation costs during the current fiscal year as such costs are set forth in the then current approved budget for the RCA.

Section 20. <u>MSHCP Reporting Requirements</u>. In order to assist in the preparation of the annual report required to be prepared by the RMOC and submitted to the USFWS, CDFG, and RCA as set forth in the MSHCP and Implementing Agreement, the Parties shall on a monthly basis provide the following information to the RCA:

A. grading permit activity including the number of the permit issued, the location of the development site identified by assessor's parcel number, and the amount of acreage disturbed;

B. single family home and mobile home construction activity within the Criteria Area including the number of the grading, building, site preparation or installation permit issued and the location of the development site identified by assessor's parcel number;

C. development mitigation fee collection including identification by assessor's parcel number of the project for which the fee was collected, the amount of the fee paid, and any exemptions or credits that may have been included in any calculation of the fee; and

D. any other information required to comply with the provisions of the MSHCP as may be determined necessary by the Executive Director.

In addition, the County shall submit on an annual basis all information contained in the Existing Agricultural Operations Database including the amount of new agricultural land, if any, added to the Database as well as any documentation concerning the expansion of agricultural operations within the Criteria Area.

Section 21. Joint Project/Acquisition Review Process. To ensure that the requirements of the MSHCP and its Implementing Agreement are properly met, a joint project/acquisition review process shall be instituted by the RCA. This process is set forth in Section 6 of the MSHCP.

Section 22. Liabilities. Except as may be provided herein, the debts, liabilities and obligations of the RCA shall be the debts, liabilities and obligations of the RCA alone, and not of the Parties to this Agreement.

Section 23. Indemnification. Provided that a Party has acted in good faith and in accordance with this Agreement, the approved MSHCP and its Implementing Agreement and the Permits, the RCA shall defend, indemnify and hold such Party free and harmless from any loss, liability or damage incurred or suffered by such Party by reason of litigation arising from or as a result of any of the following: the Party's development mitigation fee ordinance; the Party's participation in the RCA; actions taken to approve and/or implement the MSHCP; claims of inverse condemnation or unconstitutional takings against a Party; or any other act performed or to be performed by the Party pursuant to this Agreement, the MSHCP, its Implementing Agreement or the Permits; provided, however, that such indemnification or agreement to hold harmless

MV00100475

pursuant to this Section shall be recoverable only out of RCA assets and not from other Parties.

Section 24. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

A. Regional Conservation Authority
Executive Director
3403 10th Street, Suite 320
Riverside, CA 92501
(951) 955-9700
(951) 955-8873 fax

B. County of Riverside
Transportation and Land Management Agency
Agency Director
4080 Lemon Street, 7th Floor
Riverside, CA 92501
(951) 955-6742
(951) 955-6879 fax

C. City of Banning
City Manager
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3103
(951) 922-3128 fax

D. City of Beaumont
City Manager
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
(909) 769-8526 fax

E. City of Calimesa
City Manager
908 Park Ave
Calimesa, CA 92320
(909) 795-9801
(909) 795-4399 fax

F. City of Canyon Lake
City Manager
31516 Railroad Canyon Road

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Canyon Lake, CA 92587
(951) 244-2955
(951) 246-2022 fax

G. City of Corona
City Manager
P.O. Box 940
Corona, CA 92878
(951) 736-2371
(951) 736-2493 fax

H. City of Eastvale
City Manager
6080 Hamner Avenue, Suite 103
Eastvale, CA 91752
(951) 361-0900
(951) 361-0888 fax

I. City of Hemet
City Manager
445 E. Florida Avenue South
Hemet, CA 92543
(951) 765-2300
(951) 765-3785 fax

J. City of Lake Elsinore
City Manager
130 S. Main Street
Lake Elsinore, CA 92530
(951) 674-6727 ext. 261
(951) 674-2392 fax

K. City of Menifee
City Manager
29683 New Hub Drive, Suite C
Menifee, CA 92586
(951) 672-6777

L. City of Moreno Valley
City Manager
P.O. Box 88005
Moreno Valley, CA 92553
(951) 413-3008
(951) 413-3760 fax

M. City of Murrieta
City Manager
24601 Jefferson Avenue

Murrieta, CA 92562-9755
(951) 698-1040
(951) 698-9885 fax

N. City of Norco
City Manager
2870 Clark Avenue
Norco, CA 92860
(951) 270-5611
(951) 270-5622 fax

O. City of Perris
City Manager
101 North D Street
Perris, CA 92570
(951) 657-5882
(951) 657-1087 fax

P. City of Riverside
City Manager
3900 Main Street
Riverside, CA 92522
(951) 826-5991
(951) 826-5470 fax

Q. City of San Jacinto
City Manager
595 S. San Jacinto Avenue, Building B
San Jacinto, CA 92583
(951) 487-7342
(951) 654-3728 fax

R. City of Temecula
City Manager
PO Box 9033
Temecula, CA 92589-9033
(951) 694-6440
(951) 694-6499 fax

S. City of Wildomar
City Manager
23738 Clinton Keith Road
Wildomar, CA 92595
(951) 677-7751

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The listed addresses shall serve as the official address for any notices until such time as any Party gives notice to all other Parties of a change in address in accordance with the terms of this section.

Section 25. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other party or to other persons or circumstances shall not be affected thereby.

Section 26. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement. Furthermore, the Parties hereto agree upon request to execute, acknowledge and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement.

Section 27. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 28. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 29. Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Section 30. Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 31. Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

Section 32. Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

Section 33. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Original JPA Approved January 27, 2004
Amendment No. 1 Approved April 29, 2007
Amendment No. 2 Approved March 11, 2008
Amendment No. 3 Approved April 7, 2009
Amendment No. 4 Approved _____, 2011

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Dated:_____ **COUNTY OF RIVERSIDE**

Attest:

_____ By:_____
Chairman, Board of Supervisors

Dated:_____ **CITY OF BANNING**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF BEAUMONT**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CALIMESA**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CANYON LAKE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF CORONA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF EASTVALE**

Attest:

_____ By:_____

Dated:_____ **CITY OF HEMET**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF LAKE ELSINORE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MENIFEE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MORENO VALLEY**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MURRIETA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF NORCO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF PERRIS**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF RIVERSIDE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF SAN JACINTO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF TEMECULA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF WILDOMAR**

Attest:

_____ By:_____

City Clerk Mayor

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES.

BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET

DEVELOPER: MORENO VALLEY PROPERTIES
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve TM 34950-1, a final map for financing purposes.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On August 23, 2007 the Planning Commission of the City of Moreno Valley approved PA06-0105 (TTM 34950), a 665.5 gross acre tentative tract map for finance purposes containing the overall boundary of the Aquabella master plan development. The developer is now proposing to phase the overall tentative tract map. TM 34950-1

contains Lots 1 and 2 of TTM 34950 and is bounded by Brodiaea Avenue on the north, Cactus Avenue on the south, Lasselle Street on the west, and Morrison Street on the east.

DISCUSSION

TM 34950-1 is an 80-acre, two-parcel final map proposed for financing purposes. Therefore, no right-of-way dedications or improvements are required. Right-of-way dedications and improvements will be required at the time development is proposed through a separate planning application process.

ALTERNATIVES

1. Approve TM 34950-1, a final map for financing purposes. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Do not approve TM 34950-1, a final map for financing purposes. Do not authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *Not approving staff's recommendation would result in the disapproval of the developer's final map for financing purposes and the map not recording.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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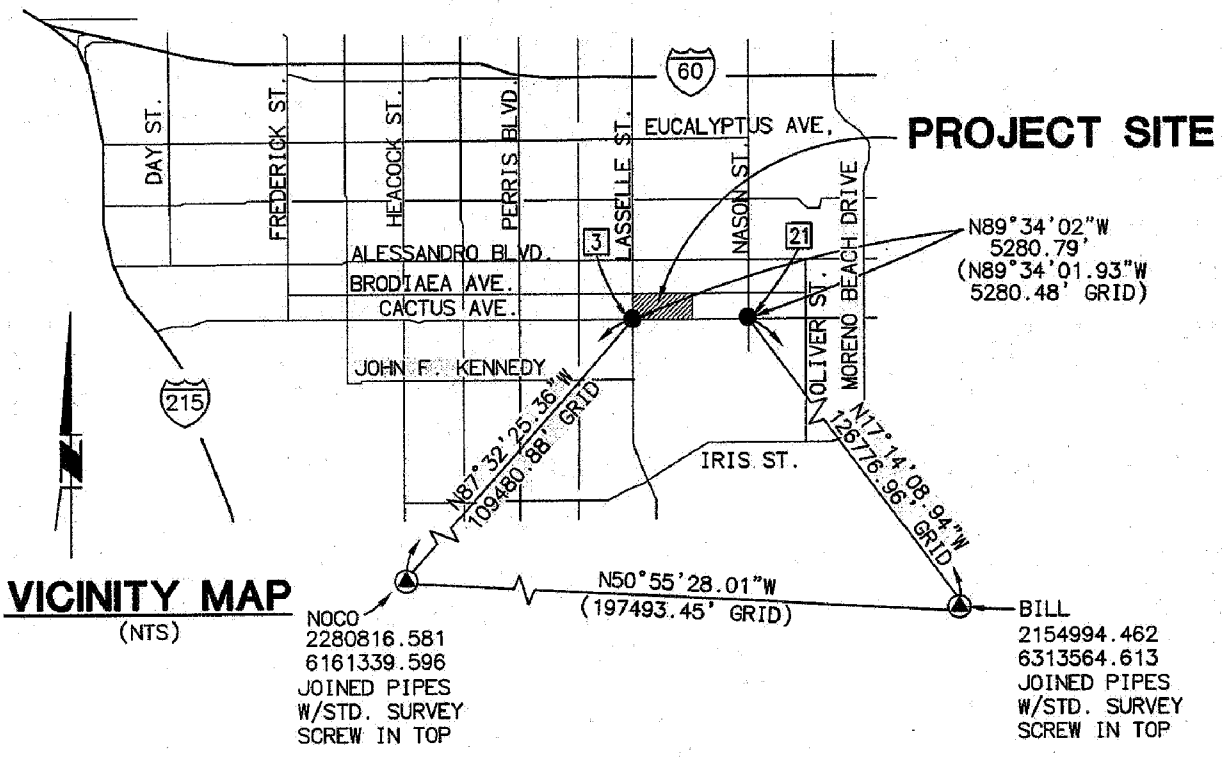

VICINITY MAP
(NTS)

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT "A"	**TR 34950-1** **LOCATION MAP**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

BACKGROUND

CalTrans is accepting proposals for the Transportation Planning Grant Program for Fiscal Year 2011-2012. The grant application has a March 30th deadline.

DISCUSSION

The CalTrans Transportation Planning Grant Program has various components. The Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grant Programs provide funding for communities to plan for a closer connection between transportation and land use. Over the past 10 years, both programs have provided over 300 planning grants totalling over $45 million. These grants have been assisted in developing and studying the sustainability of land use plans to improve the quality of life for many Californians.

Upon an award, ninety percent (90%) of project costs are funded by the Caltrans grant. The remaining 10% is required from the grantee as a local match. Grant-funded products are expected to help foster sustainable economies, increase available affordable housing, improve housing/jobs balance, encourage transit oriented and mixed use development, expand transportation choices, and reflect community values.

Staff is proposing to use grant funds of $150,000 to complete items not covered by the recently received grant from SCAG's Compass Blueprint program for implementation of the Alessandro Boulevard Corridor Demonstration Project that was presented to the Council during the June 15, 2010 Study Session.

The Alessandro Boulevard Corridor Demonstration Project explored opportunities for mixed use transit-oriented development along Alessandro Boulevard. Alessandro Boulevard is an important regional transportation link for Moreno Valley, tying the Riverside County Regional Medical Center via a rapid bus transit line to the future Moreno Valley/ March Field Metrolink Station, as well as the Civic Center, City of Riverside, Meridian Business Park and future March Life Care.

At the time of submittal of this report, staff is still working on the wording of the final proposal of the Alessandro Boulevard Corridor Implementation Project in anticipation of the March 30th submittal deadline.

ALTERNATIVES

1. Approve the proposal as submitted.

2. Approve the proposal with modifications to address City Council concerns.

3. Deny the proposal.

FISCAL IMPACT

The fiscal impact to the City is the 10% local match required by Caltrans from the grantee. The grant proposal includes rezoning areas along Alessandro Boulevard to Residential 30 (R30) as identified in the recently approved General Plan Housing Element. The required environmental studies for the rezoning cannot be covered under the Caltrans grant. The related environmental/CEQA costs are anticipated to be funded by City housing funds, which would qualify as meeting the required match. Should the grant be awarded to the City, the 10% matching funds ($15,000) will be budgeted in RDA Housing Fund account number 894.91310.6291.293. There is no anticipated fiscal impact to the General Fund.

RECOMMENDATION

1. Adopt Resolution No. 2011-29 authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

NOTIFICATION

Posting of the Agenda

ATTACHMENTS/EXHIBITS

1. Resolution No. 2011-29

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR GRANT FUNDS FOR THE CALTRANS TRANSPORTATION PLANNING GRANT (FISCAL YEAR 2011-2012).

WHEREAS, the California Department of Transportation (CalTrans) has provided funds for the program shown above; and

WHEREAS, CalTrans has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by CalTrans require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with CalTrans to carry out the development of the proposal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Council of the City of Moreno Valley authorizes the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" under the CalTrans Transportation Planning Grant (Fiscal Year 2011-2012).

BE IT FURTHER RESOLVED, by the Council of the City of Moreno Valley, appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

BE IT FURTHER RESOLVED, Certifies that applicant understands the assurances and certification in the application.

BE IT FURTHER RESOLVED, Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so.

BE IT FURTHER RESOLVED, Certifies that the Proposal will comply with any applicable laws and regulations.

SIGNATURE PAGE FOLLOWS

Attachment 1

Resolution No. 2011-29
Date Adopted: March 22, 2011

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-29
Date Adopted: March 22, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2011-29
Date Adopted: March 22, 2011

MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Towne Centre and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and

pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map

4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

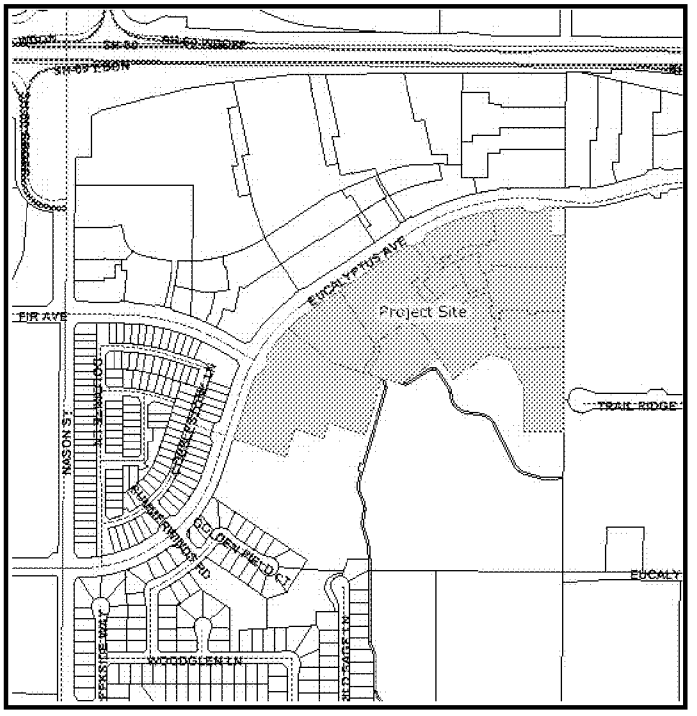

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.

ATTACHMENT 1

CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. ____
Date Adopted:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Zoning
- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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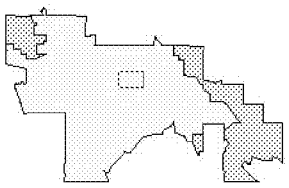

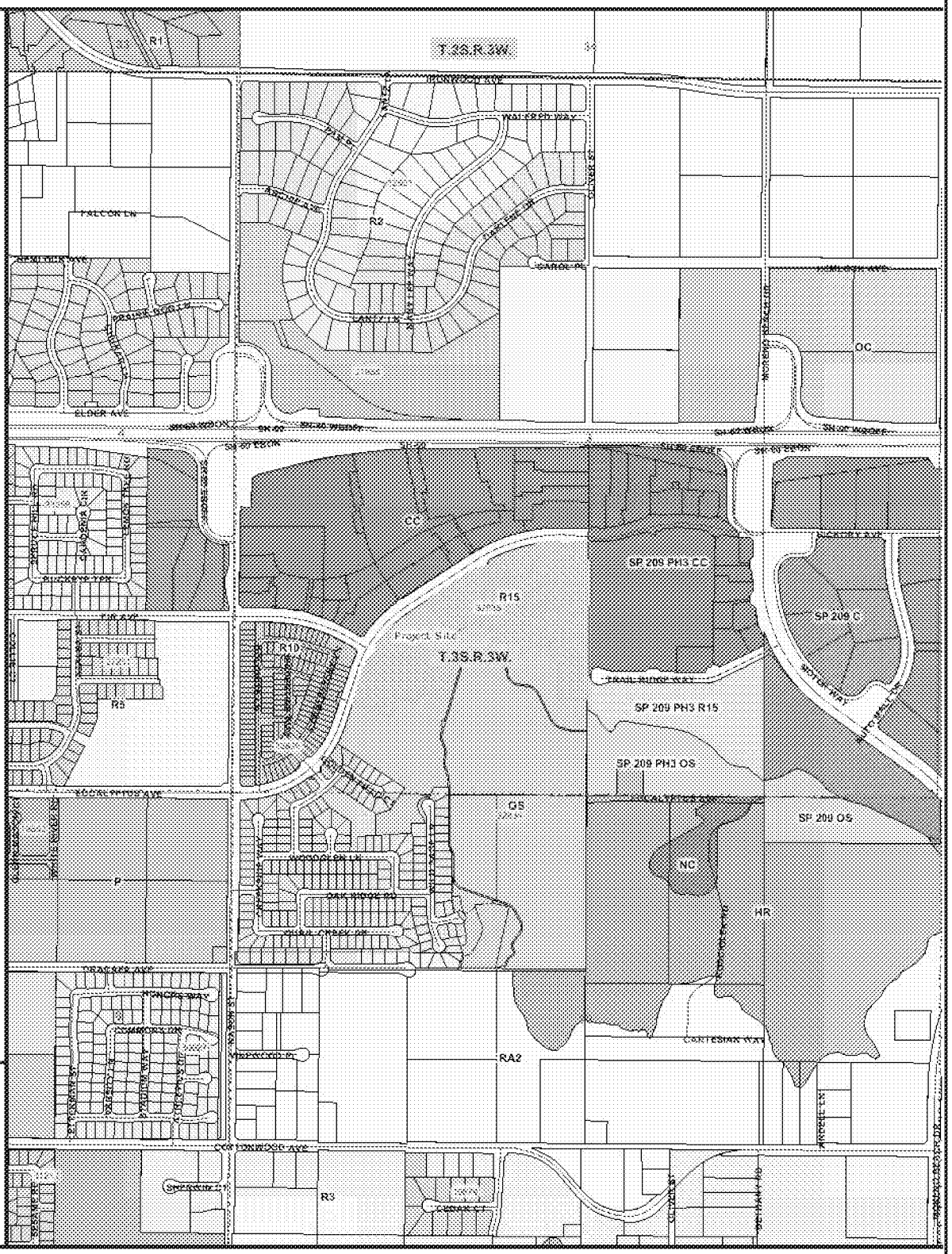

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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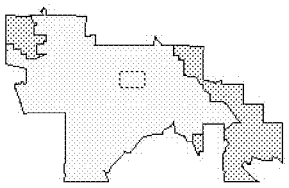

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ATTACHMENT 4

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MORENO VALLEY
WHERE DREAMS SOAR

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS

(Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

ATTACHMENT 5

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as “Nature Park” on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will consist of individual lots with detached single-family homes, common open space areas, and private access roads. The common open space includes a recreation building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

<u>Other Design Considerations</u>

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees along private streets and allow continual break-up of the project massing. In addition, street trees will be clustered in strategic locations such as on corner lots, adjacent to guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry

statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from

general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets development standards as allowed under Section 9.03.060 (Planned Unit Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review

Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Act (CEQA) guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation District	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by: Approved by:

Mark Gross, AICP John C. Terell, AICP

Senior Planner Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. Recreation building floor and elevation plans (provided in reduced format in Exhibit 6).
6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

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case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

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Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

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PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

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APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

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seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

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COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

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COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

MV00100562

quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

MV00100563

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

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ATTACHMENT 7

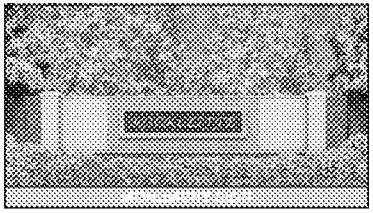

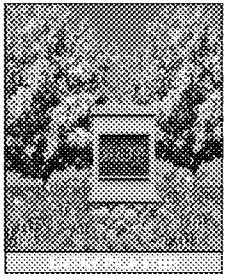

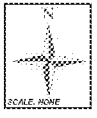

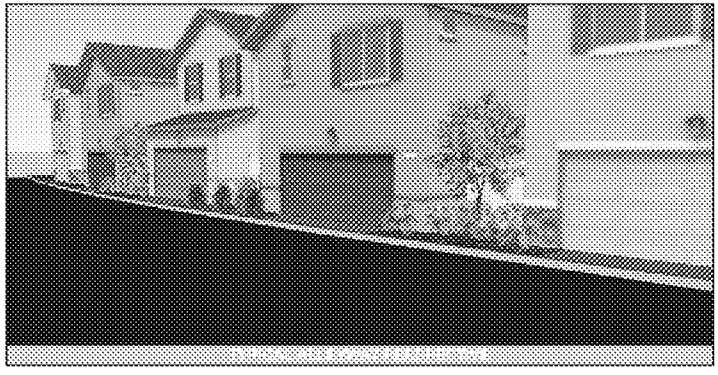

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

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PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

MV00100567

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

`FROM: Barry Foster, Economic Development Department Director

AGENDA DATE: March 22, 2011

TITLE: FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs, and
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

BACKGROUND

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley for use in programs that provide decent housing and/or provide a variety of social services for low to moderate income residents (see Attachment A for the 2010 Low Income Limits table). These grant programs are known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

Grants are provided on an annual basis to 'Entitlement Cities' (eligible, selected cities with a population exceeding 50,000 - Moreno Valley is classified by HUD as an Entitlement City), with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas.

HUD requires that Entitlement Cities (including Moreno Valley) prepare a Consolidated Plan that directs CDBG activities for a five year period. FY 2011/12 marks the fourth year of the City's FY 2008-2013 Consolidated Plan. Each year, Entitlement Cities must also adopt Annual Action Plan updates of the Consolidated Plan. The Annual Action Plan specifically identifies how the City will allocate both CDBG and HOME funds for the upcoming program year. The Annual Action Plan for FY 2011/12 must comply with the required public notifications and hearings and be received by HUD no later than May 12, 2011.

In accordance with HUD requirements, CDBG Target Areas must be established so that Entitlement Cities may concentrate their programs in areas determined to contain at least 51% of residents earning low and moderate incomes. For a map of the CDBG Target Areas see Attachment B.

Eligible CDBG grant activities can range from social services to capital improvements to economic development programs. HOME funds must be used towards the development of affordable housing activities. Attachment C details eligible and ineligible activities for both programs.

In past years, the City of Moreno Valley has used CDBG to fund a variety of eligible programs including capital improvement projects, code enforcement activities, social service programs, and economic development activities. CDBG regulations allow Entitlement Cities to dedicate up to a maximum 15% of their annual CDBG allocation to the provision of social services, which can include, but are not limited to the following:

- Fair Housing Services\Foreclosure Prevention Programs (Mandated by HUD)
- Career Development and Mid-Career Retraining
- Youth Programs
- Homeless Services
- Crime Prevention Programs

Social services can be provided directly by the Entitlement City or CDBG social service funds can be granted to certified non-profit organizations (known as subrecipients) to provide the desired services or programs.

DISCUSSION

2011/12 CDBG – AVAILABLE FUNDING

HUD has not yet released the allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocation for CDBG and a 9.5% reduction in the allocation for the HOME program. Based on that information, the CDBG allocation is estimated at $1,795,990 ($145,621 less than last years allocation of $1,941,611).The City estimates $269,398 (15% of the total estimated CDBG allocation) will be available for social services. Table 1, below, outlines the proposed CDBG budget based on anticipated allocation. HUD

limits expenditures for certain categories, such as social services and CDBG program administration. The limits and maximum allocations are noted below.

Table 1

FY 2011/12 CDBG ESTIMATED AVAILABLE FUNDING	
Funding Category	Funding Allocation
2011/12 CDBG Estimated Allocation	**$1,795,990**
TOTAL ESTIMATED CDBG FUNDS	**$1,795,990**
A. Program Administration (20% maximum of annual grant)	$359,198
B. Public Social Services (15% maximum of annual grant)	$269,398
C. Public Facilities & Improvements	$350,000
D. Rehabilitation	$10,000
E. Code Enforcement	$366,407
F. Economic Development	$440,987
TOTAL PLANNED CDBG EXPENDITURES	**$1,795,990**

APPLICATION PROCESS

The City must notify the public of available social service funding opportunities and conduct a public hearing to solicit public input regarding the proposed projects. In compliance, a Notice of Funding Availability for CDBG and HOME was published in the Press-Enterprise on January 3, 2011. CDBG and HOME social service applications were available at the City Hall and were mailed directly to interested parties. Applications were due on January 31, 2011.

A CDBG/HOME Technical Review Committee (TRC) comprised of staff was formed to review the CDBG Public Service applications. Prior to making recommendations, the TRC thoroughly evaluated the all applications based on: (1) conformance with federal requirements and City guidelines, (2) community needs identified in the City's Consolidated Plan, (3) priorities established by the City Council at the December 14, 2010 meeting, and (4) available funding resources.

Federal Requirements

HUD requires that at least 70% of the annual CDBG funds be allocated to projects that benefit low and moderate income persons. HUD also requires that CDBG projects meet at least one of three national objectives: (1) benefit persons of low and moderate

income; (2) improve slum or blighted conditions; or (3) respond to an emergency or urgent need.

City Guidelines
On a local level, the City Council has previously adopted guidelines for evaluating social service applications. These include:

- Priority to local providers over those organizations providing equivalent services outside the city.
- The minimum grant level is generally $5,000 for the CDBG Program and $25,000 for the HOME Program (the Council may approve lesser grant amounts).
- Programs should have other funding sources.
- Fair housing services, homeless services, social services, and youth career development, and crime protection programs shall be given funding priority.
- City projects will be given priority.

2011/12 RECOMMENDED CDBG PROJECTS AND PROGRAMS

All recommended CDBG projects and programs fall into one of the following categories:

- Program Administration
- Public Social Services
- Public Facilities and Improvements
- Code Enforcement
- Economic Development
- Rehabilitation

Attachment D provides recommendations for CDBG social service funding in FY 11/12. It includes a list of all CDBG social service applications received, the requested funding, and amount of funding recommended by the TRC.

1) CDBG PROGRAM ADMINISTRATION

HUD limits program administration costs to twenty percent (20%) of the annual CDBG allocation. The FY 2011/12 cap estimated for program administration is $359,198 (based on a total CDBG allocation similar to last year). Funding under this category provides for Economic Development Department staffing, along with the mandatory funding of Fair Housing Services (required by HUD). The Fair Housing Services include education regarding fair housing rights and

responsibilities, investigation of discriminatory practices, and landlord/tenant mediation.

2) PUBLIC SOCIAL SERVICES

Social services are subject to a fifteen percent (15% maximum) limit of the annual CDBG allocation. The maximum social service cap for 2011/12 is estimated at $269,398. Staff and the TRC reviewed a total of 28 public service applications, which were received from City departments, service providers, and non-profit organizations. The TRC conducted comprehensive evaluations of applications and provided a funding recommendation.

The projects recommended by the TRC reflect the community priorities adopted by the City Council on December 14, 2010. Social Service applications recommended for CDBG funding in FY 2011/12 encompass a wide range of programs and services including: 1) emergency and transitional shelter for homeless families; 2) youth, elderly and disabled adult services; 3) crisis counseling; and 4) emergency food distribution.

Please note in addition to recommending most of the programs the City Council previously funded, the TRC is also recommending funding one new program: Catholic Charities Emergency Services.

3) CODE ENFORCEMENT

City code enforcement is an important service partially funded by CDBG. Code Compliance officers provide proactive code compliance within the established CDBG-Target Areas. Code compliance efforts reduce blight and substandard housing conditions as well as promote improved property and building maintenance within the target areas. Staff is recommending maintaining Code Enforcement at approximately the same level as last fiscal year in order to continue their efforts.

4) ECONOMIC DEVELOPMENT

a. Employment Resource Center

In 2009/10, the City partnered with Riverside County Workforce Development to create a local Employment Resource Center (ERC) in Moreno Valley dedicated to providing unemployed or under-employed Moreno Valley residents with a convenient place where they could utilize computers and other standard office equipment, access the internet to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment free of charge. The ERC is very active and averages of over 180 visitors per day. It also has been used by new businesses (such as Burlington Coat Factory and O'Reilly

Automotive) to conduct employee recruitments. Staff is recommending $120,000 to continue providing this valuable service to the community.

b. Moreno Valley New Business Incentive Program

Funding is recommended for the continuation of the New Business Incentive Program intended to assist with the attraction of major employers to locate in the vacant space in the TownGate area, Centerpointe Business Park, and the Moreno Valley Industrial Area Specific Plan areas of the community, thereby creating new employment opportunities for low and moderate income residents. HUD allows Entitlement Cities to use CDBG funds to assist private, for-profit businesses through loans, grants or interest subsidies, so long as the activity provides a public benefit, which in this case would be the creation of full-time permanent jobs (of which 51% are held by or made available to low and moderate income persons) and the boosting of sales tax revenues.

2011/12 HOME PROGRAM – AVAILABLE FUNDING

The estimated FY 2011/12 HOME allocation is $603,264 ($63,325 less than last year's allocation of $666,589). The HOME Program generally funds city-sponsored programs. Program administration has a cap of 10% (or $60,326) of the total HOME allocation. In addition, a minimum of 15% (or $90,490) of the funds must be used by a Community Housing Development Organization (CHDO) to increase the supply of affordable housing for low-income families. Staff is recommending FY 2011/12 HOME funding as outlined in Table 2.

Table 2

FY 2011/12 ESTIMATED HOME ALLOCATION	
2011/12 HOME Estimated Allocation	**$603,264**
Total Estimated HOME Funds	**$603,264**
Program Administration (maximum 10% of allocation)	$60,326
FY 10/11 Community Housing Development Organization (or CHDO, requires 15% of allocation)	$90,490
Housing Projects and Programs	$452,448
Total Planned HOME Expenditures	**$603,264**

2011/12 RECOMMENDED HOME PROJECTS AND PROGRAMS

Attachment E provides program recommendations for HOME funding in FY 2011/12.

1) HOME PROGRAM ADMINISTRATION

Program Administration costs are subject to a ten percent (10%) cap. Grant funding under this category provides for Economic Development Housing program staffing.

2) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-A-SIDE

HUD mandates that a minimum of 15% of HOME funds be allocated toward affordable housing projects to be undertaken by qualified CHDOs. Over FY 11/12 an estimated $90,490 must be allocated to a CHDO for potential affordable housing projects.

3) HOUSING PROJECTS AND PROGRAMS

Utilizing HOME, the City is able to offer single family and multi-family rehabilitation projects and programs. The purpose of these types of projects is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

ALTERNATIVES

Alternative 1 - The City Council may conduct a public hearing and select social service programs and projects for funding as recommended by staff and the TRC. **Staff recommends this alternative because it adheres to HUD program requirements.**

Alternative 2 - The City Council may decline to conduct a public hearing and may choose not to fund any projects as recommended. ***Staff does not recommend this alternative because it could delay preparation, approval and submission of Consolidated/Annual Action Plan to HUD.***

Alternative 3 – The City Council may increase or decrease the recommended levels of funding for specific programs/projects for which the City received an application. ***Use of this alternative can only be utilized if any funding changes meet HUD requirements and conform to overall funding capability.***

FISCAL IMPACT

The estimated CDBG funding allocation for FY 2011/12 is $1,795,990. The estimated HOME funding allocation is $603,264. Both of these allocations are preliminary estimates and subject to the release of fund allocations from HUD. Together, these grants will provide for over 25 important projects and services. Please note that CDBG and HOME is a restricted funding source that must adhere to HUD requirements.

CDBG Accounts		$1,795,990
285	73952 CDBG Programs	
285	73852 CDBG Administration	
285	74052 Code and Neighborhood Enforcement	
176	77110 HOME	$603,264

The proposed program funding selections have NO impact on the City's General Fund. CDBG funding must be used in Target Areas that contain at least 51% of residents earning low to moderate incomes. Eligible programs or projects must meet one of three HUD national objectives, in accordance with City Council adopted community priorities.

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.

2. **PUBLIC SAFETY**
   Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. **POSITIVE ENVIRONMENT**
   The variety of community-based CDBG and HOME programs help develop a positive environment in the community.

4. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

SUMMARY

HUD will allocate to the City of Moreno Valley a grant to administer its Community Development Block Grant (CDBG) programs and HOME Investment Partnership (HOME) programs over the FY 2011/12 program year. CDBG funding is available to

address the needs of low-income persons/areas within the City. HOME funds are available to address affordable housing related needs.

Staff issued a Notice of Available Funding and as a result collected 34 applications (28 CDBG public service, 5 Non-Public Service, and 1 HOME application) requesting funding. HUD has not yet released the final allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocations for CDBG and a 9.5% reduction for HOME therefore; the CDBG allocation is estimated at $1,795,990 ($145,621 less than last year's allocation of $1,941,611). The estimated FY 2011/12 HOME allocation is $603,264 ($60,326 less than last year's allocation of $666,589). This report reviews public social service, affordable housing, and economic development programs recommended for funding by City staff and the Technical Review Committee. City Council selected CDBG and HOME programs will be incorporated into the FY 2011/12 Annual Action Plan.

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on March 7, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A	Income Limits
ATTACHMENT B	CDBG Target Area Map
ATTACHMENT C	Eligible/Ineligible Activities
ATTACHMENT D	CDBG Funding Recommendations
ATTACHMENT E	HOME Funding Recommendations

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Economic Development Department Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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ATTACHMENT A

2010 INCOME LIMITS

Effective April 2, 2010 – Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low Income	50%	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
60% Limits (HOME)	60%	$27,300	$31,200	$35,100	$39,000	$42,120	$45,240	$48,360	$51,480
Low Income	80%	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median Income	100%	$45,500	$52,000	$58,500	**$65,000**	$70,200	$75,400	$80,600	$85,800
Moderate Income	120%	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

City of Moreno Valley CDBG Target Areas

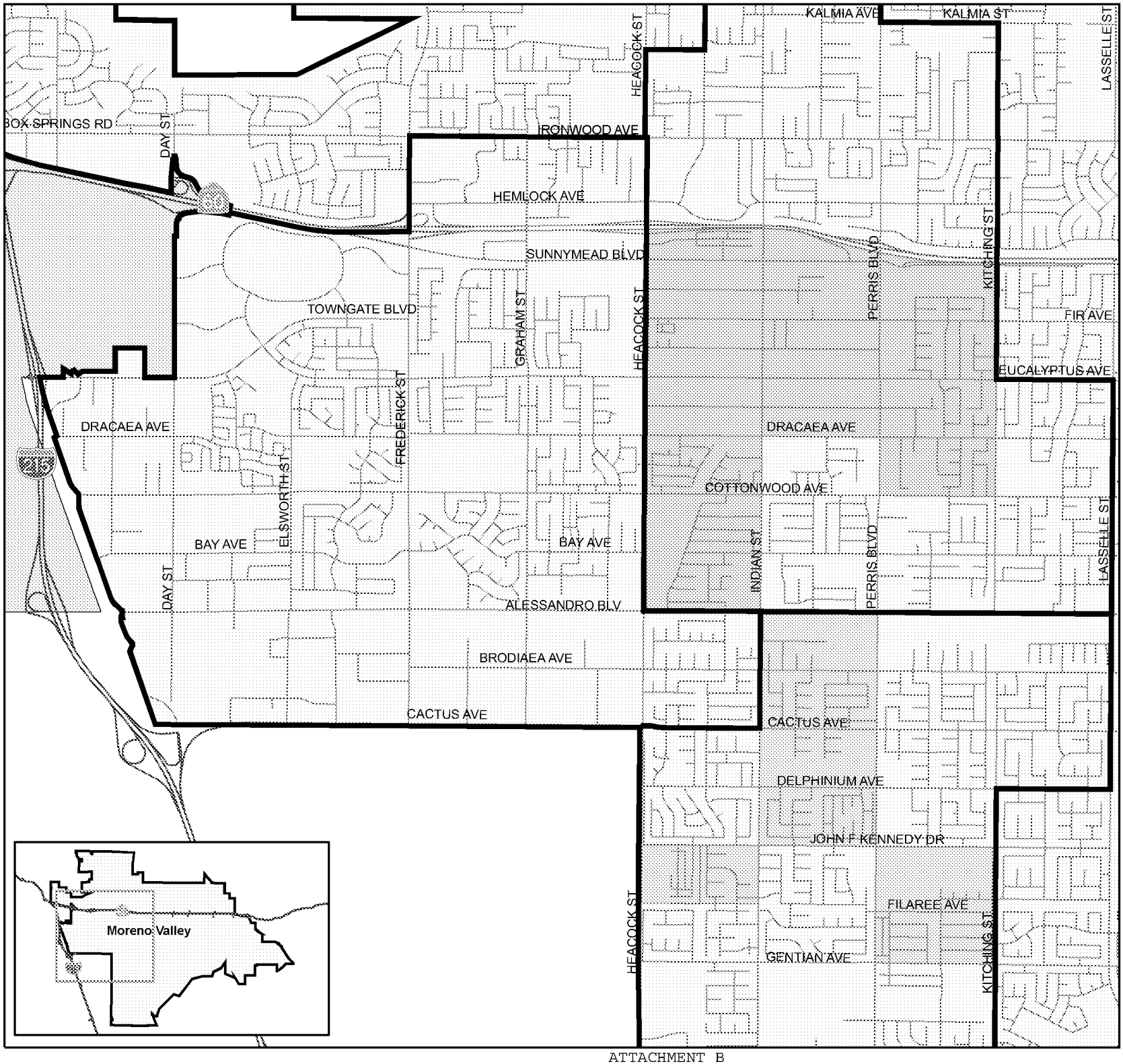

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

ATTACHMENT B

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ATTACHMENT C

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

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Eligible HOME Activities

- Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

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58	■ New applicants ■ Organization serving homeless population ■ Recommended funding changes over previous year
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	B	C	D	E
1	ATTACHMENT D - CDBG PROPOSED PROGRAMS			
2	CDBG - FY 2011/12 - Total Anticipated Funding $1,795,990			
3		FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation
4	ADMINISTRATION (20% CAP - $359,198)			
5	Administrative Staffing	$338,869	$295,530	$324,198
6	Fair Housing Council of Riverside County (Fair Housing Administration)	$49,453	$53,960	$35,000
7	Subtotal	$388,322	$349,490	$359,198
8	PUBLIC SERVICES (15% CAP - $269,398)			
9	Community Foreclosure Prevention Workshops	$44,000	$30,000	$30,000
10	Community Assistance Program (CAP) Food Program	$30,600	$34,220	$30,600
11	Friends of the Moreno Valley Senior Center (MoVan) Transportation	$30,000	$30,000	$30,000
12	Problem Orienting Community Policing (POP) Team	$28,241	na	$0
13	Fair Housing Council of Riv County - Foreclosure Prevention\Mitigation	$25,000	$25,000	$21,798
14	Fair Housing Council of Riv County Landlord Tenant Mediation Program	na	$15,000	$15,000
15	Lutheran Social Services (MARB) Homeless Shelter	$15,000	$21,104	$15,000
16	Path of Life Transitional Family Shelter (MARB)	$15,000	$30,000	$15,000
17	PW Enhancement Center - Emergency Services Outreach	$15,000	$32,000	$15,000
18	Neighborhood Clean-ups	$15,000	$15,000	$15,000
19	Assistance League/Operation School Bell - Clothes/School Supplies	$10,000	$15,000	$10,000
20	CASA for Riverside County Foster Youth Program	$10,000	$32,535	$10,000
21	God's Helping Hand Ministries - Food Bank	$9,000	$10,000	$9,000
22	Operation Safehouse Shelter for Youth	$8,000	$8,000	$8,000
23	Alternatives to Domestic Violence Emergency Shelter & Services		$15,000	$7,500
24	Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$7,500	$7,500	$7,500
25	Moreno Valley Community Educators - Tutoring Program	$6,400	na	$0
26	ARC of Riverside - Disabled Adult Day Care Facility	$5,000	$20,000	$5,000
27	Salvation Army -Food Program	$5,000	$10,900	$5,000
28	Catholic Charities - Case Worker	na	$35,000	$15,000
29	MVUSD High School Intervention Program	na	$10,500	$0
30	Smooth Transition Literacy/Job Readiness/Life Skills Trng	na	$48,872	$0
31	CVHC - Afterschool/Computer Program	na	$10,000	$0
32	ReNu Hope Foundation - Pre School Bldg. Improvements	na	$19,413	$0
33	Volunteer Ctr. '211' Telephone Referral Service	$5,000	$20,000	$5,000
34	Volunteer Ctr. Rent Gaurantee Program	na	$63,000	$0
35	Alpha & Assoc. - Reclaiming Youth Intervention Program	na	$50,000	$0
36	MCL Music Changing Lives - Youth Intervention/Music Program	na	$150,000	$0
37	Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	$50,000	$0
38	Leading Our World - Help the Streets Outreach Program	na	$1,105,000	$0
39	Subtotal	$283,741	$1,913,044	$269,398
40	PUBLIC FACILITIES & IMPROVEMENTS			
41	Street Improvement Project	na	$350,000	$350,000
42	Subtotal	$0	$350,000	$350,000
43	REHABILITATION			
44	Habitat for Humanity	$10,000	$10,000	$10,000
45	Subtotal	$10,000	$10,000	$10,000
46	CODE ENFORCEMENT			
47	Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390	$263,390	$263,390
48	Code Enforcement - Foreclosure 'Strike Team'	$103,017	$103,017	$103,017
49	Subtotal	$366,407	$366,407	$366,407
50	ECONOMIC DEVELOPMENT			
51	MV New Business Incentive Program	$540,000	$525,000	$220,987
52	Employment Resource Center	$145,641	$120,000	$120,000
53	Youth Opportunity Center	$50,000	$25,000	$25,000
54	Family Service Assoc. Meal Program Facilities	$50,000	$50,000	$25,000
55	Small Business Development Center	$50,000	$50,000	$50,000
56	Subtotal	$835,641	$770,000	$440,987
57	GRAND TOTAL	$1,884,111	$3,748,941	$1,795,990
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3	**City Council Recommendation**		
4		1794025	
5		81288	
6		1875313	
7		358805	882
8		269103.75	.6235 professional services: printing
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63				$1,875,313

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1		ATTACHMENT B
2		COMMUNITY DEVELOPMENT BLOCK GRANT - FY 2005/2006 (PROGRAM YEAR XVIII) - $2,317,905 FUNDING RECOMMEND
3		ACTIVITY
4	A.	ADMINISTRATION (20% CAP - $396,862)
5	0	Administrative Staffing
6	1	Fair Housing Council of Riverside County (Fair Housing)
7	2	Fair Housing Council of Riverside County (Survey)
8		Subtotal
9	B.	PUBLIC SERVICES (15% CAP - $297,646)
10	3	Moreno Valley Police (Problem Oriented Policing - POP w/in CDBG Target Areas)
11	4	Parks & Recreation – Edgemont Afterschool Program
12	5	**Community Assistance Program (CAP)**
13	6	Riverside Area Rape Crisis Center
14	7	Alternatives to Domestic Violence
15	8	**Lutheran Social Services**
16	9	Friends of the Moreno Valley Senior Center (MoVan)
17	10	**Operation Safehouse**
18	11	**God's Helping Hand Ministries**
19	12	**Prayer Warriors Enhancement Center**
20	13	**Volunteer Center of Riverside County - 211 Service**
21	14	Court Appointed Special Advocates (CASA)
22	15	Family Service Association Mildly Ill Childcare Program
23	16	Access to the Future
24		Subtotal
25	C.	PUBLIC FACILITIES & IMPROVEMENTS
26	17	Tacoma/Princess - Street Improvements (Design and Right-of-Way)
27	18	Pan-Am Sidewalk Improvements from Bay to Cottonwood (design)
28	19	Pan-Am Sidewalk Improvements from Bay to Cottonwood (construction)
29	20	Graham Street Improvements from Hemlock to Ironwood
30		Subtotal
31		
32	D.	CODE ENFORCEMENT
33	21	Code & Neighborhood Enforcement Program (CDBG Target Areas)
34		Subtotal
35	E.	ECONOMIC DEVELOPMENT
36	22	Small Business Counseling Services
37	23	Loan Guarantee Program
38		Subtotal
39		GRAND TOTAL
40		TOTAL CDBG FUNDS AVAILABLE in FY 05/06
41		Funding in Section B may only be used for Public Services. Funding in Section A,C, D & E cannot be used to fund Public Services
42		New applicant
43		Organization serving homeless population
44		* Total available funds are comprised of the 2005/2006 allotment of $1,984,308 plus $333,597 in reprogramable funds
45		** Administration and Public Services amounts are based on the FY 2005/06 allotment. Reprogrammed funds cannot be utilized in these categories

	C	D	E	F	G
1					
2	ATIONS				
3	FY 2004-05 ALLOCATION	FY 2005-06 REQUEST	Alternative 1	Alternative 2	Alternative 3 (TRC)
4					
5	$383,400	$359,488	$359,488	N/A	N/A
6	$33,000	$37,374	$37,374	N/A	N/A
7	N/A	$3,069	$0	N/A	N/A
8	**$416,400**	**$399,931**	**$396,862**	**N/A**	**N/A**
9					
10	$247,600	$267,664	$267,664	$188,729	227,970
11	$6,162	$24,639	$6,160	$24,369	24,639
12	**$11,238**	**$21,400**	**$2,647**	**$11,238**	**11,238**
13	$5,500	$10,000	$2,647	$5,500	-
14	$5,500	$11,025	$2,647	$5,500	-
15	**$8,800**	**$19,295**	**$2,647**	**$8,800**	**8,800**
16	$12,500	$23,070	$2,647	$20,000	20,000
17	**$5,000**	**$8,000**	**$2,647**	**$5,000**	-
18	**$5,000**	**$25,000**	**$2,647**	**$5,000**	-
19	**$5,000**	**$7,000**	**$2,647**	**$5,000**	**5,000**
20	$0	$18,510	$2,646	$18,510	
21	$0	$135,500	$0	$0	-
22	$0	$20,000	$0	$0	-
23	$0	$5,000	$0	$0	-
24	**$312,300**	**$596,103**	**$297,646**	**$297,646**	**297,646**
25					
26	$591,875	$1,460,753	$817,716	N/A	N/A
27	$0	$37,000	$37,000	N/A	N/A
28	$0	$289,000	$0	N/A	N/A
29	$0	$467,625	$467,625	N/A	N/A
30	**$591,875**	**$2,254,378**	**$1,322,341**	**N/A**	**N/A**
31					
32					
33	$252,629	$241,056	$241,056	N/A	N/A
34	**$252,629**	**$241,056**	**$241,056**	**N/A**	**N/A**
35				N/A	N/A
36	$30,000	$30,000	$30,000	N/A	N/A
37	$0	$30,000	$30,000	N/A	N/A
38	**$30,000**	**$30,000**	**$60,000**	**N/A**	**N/A**
39		**$3,521,468**	**$2,317,905**	**N/A**	**N/A**
40	$2,317,905				
41					
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	A	B
1		ATTACHMENT B
2		COMMUNITY DEVELOPMENT BLOCK GRANT - FY 2005/2006 (PROGRAM YEAR XVIII) - $2,317,905 FUNDING RECOMMENDA
3		ACTIVITY
4	A.	ADMINISTRATION (20% CAP - $396,862)
5	0	Administrative Staffing
6	1	Fair Housing Council of Riverside County (Fair Housing)
7	2	Fair Housing Council of Riverside County (Survey)
8		Subtotal
9	B.	PUBLIC SERVICES (15% CAP - $297,646)
10	3	Moreno Valley Police (Problem Oriented Policing - POP w/in CDBG Target Areas)
11	4	Parks & Recreation – Edgemont Afterschool Program
12	5	**Community Assistance Program (CAP)**
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14	7	Alternatives to Domestic Violence
15	8	**Lutheran Social Services**
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19	12	**Prayer Warriors Enhancement Center**
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22	15	Family Service Association Mildly Ill Childcare Program
23	16	Access to the Future
24		Subtotal
25	C.	PUBLIC FACILITIES & IMPROVEMENTS
26	17	Tacoma/Princess - Street Improvements (Design and Right-of-Way)
27	18	Pan-Am Sidewalk Improvements from Bay to Cottonwood (design)
28	19	Pan-Am Sidewalk Improvements from Bay to Cottonwood (construction)
29	20	Graham Street Improvements from Hemlock to Ironwood
30		Subtotal
31		
32	D.	CODE ENFORCEMENT
33	21	Code & Neighborhood Enforcement Program (CDBG Target Areas)
34		Subtotal
35	E.	ECONOMIC DEVELOPMENT
36	22	Small Business Counseling Services
37	23	Loan Guarantee Program
38		Subtotal
39		GRAND TOTAL
40		TOTAL CDBG FUNDS AVAILABLE in FY 05/06
41		Funding in Section B may only be used for Public Services. Funding in Section A,C, D & E cannot be used to fund Public Services
42		New applicant
43		Organization serving homeless population
44		* Total available funds are comprised of the 2005/2006 allotment of $1,984,308 plus $333,597 in reprogramable funds
45		** Administration and Public Services amounts are based on the FY 2005/06 allotment. Reprogrammed funds cannot be utilized in these categories

	C	D	E	F	G
1					
2	TIONS				
3	FY 2004-05 ALLOCATION	FY 2005-06 REQUEST	Alternative 1	Alternative 2	Alternative 3
4					
5	$383,400	$359,488	$359,488	N/A	N/A
6	$33,000	$37,374	$37,374	N/A	N/A
7	N/A	$3,069	$0	N/A	N/A
8	**$416,400**	**$399,931**	**$396,862**	**N/A**	**N/A**
9					
10	$247,600	$267,664	$262,646	$267,664	$267,664
11	$6,162	$24,639	$0	$0	$0
12	$11,238	$21,400	$5,000	$11,182	$12,982
13	$5,500	$10,000	$5,000	$2,500	$0
14	$5,500	$11,025	$5,000	$2,500	$0
15	$8,800	$19,295	$5,000	$8,800	$10,000
16	$12,500	$23,070	$0	$0	$0
17	$5,000	$8,000	$5,000	$0	$0
18	$5,000	$25,000	$5,000	$0	$0
19	$5,000	$7,000	$5,000	$5,000	$7,000
20	$0	$18,510	$0	$0	$0
21	$0	$135,500	$0	$0	$0
22	$0	$20,000	$0	$0	$0
23	$0	$5,000	$0	$0	$0
24	**$312,300**	**$596,103**	**$297,646**	**$297,646**	**$297,646**
25					
26	$591,875	$1,460,753	$817,716	N/A	N/A
27	$0	$37,000	$37,000	N/A	N/A
28	$0	$289,000	$0	N/A	N/A
29	$0	$467,625	$467,625	N/A	**N/A**
30	**$591,875**	**$2,254,378**	**$1,322,341**	**N/A**	**N/A**
31					
32					
33	$252,629	$241,056	$241,056	N/A	N/A
34	**$252,629**	**$241,056**	**$241,056**	**N/A**	**N/A**
35				N/A	N/A
36	$30,000	$30,000	$30,000	N/A	N/A
37	$0	$30,000	$30,000	N/A	N/A
38	**$30,000**	**$30,000**	**$60,000**	**N/A**	**N/A**
39		**$3,521,468**	**$2,317,905**	**N/A**	**N/A**
40	$2,317,905				
41					
42					
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	A	B	C	D	E	F
1	ATTACHMENT E					
2	HOME - FY 2011/12 - Total Estimated Available Funding $603,264					
3		ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recomendation	City Council Approval
4	A.	ADMINISTRATION				
5		Administrative Staffing (10% CAP - $60,326)	$66,600	$60,326	$60,326	
6		Subtotal	$66,600	$60,326	$60,326	
7	B.	CHDO (MANDATORY)				
8		(15% CAP - $90,490)	$99,900	$90,490	$90,490	
9		Subtotal	$99,900	$ 90,490	$90,490	
10	C.	APPLICATIONS				
11		Still under review				
12		Subtotal				
13	D.	HOUSING				
14		Reserve for Housing Projects and Programs	$522,000	$500,000	$452,448	
15						
16		GRAND TOTAL			$603,264	
17						
18						
19						
20						

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. **Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)**

b. **Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 22, 2011

TITLE: APPOINTMENT TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

On February 22, 2011, the City Clerk's Office posted a Notice of Opening for the Planning Commission one term expiring March 31, 2013. Appropriate time frames with respect to noticing vacancies were followed.

Eight applications were submitted and reviewed by the City Council. Four applicants were interviewed by the City Council on February 23, 2011. In alphabetical order, the selected applicants to be placed on the ballot for consideration of appointment are as follows:

Gary E. Baugh, Rick De Jong, and Carlos Ramirez.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Opening
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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List of Planning Commission Applicants Interviewed on February 23, 2011

Gary E. Baugh

Rick De Jong

Alvin C. Horn

Carlos Ramirez

Attachment 1

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City

Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Southeastern Calif Conf Sev Day Adventist Church (APN 484-030-015) and Buddhadhammo Temple (APN 488-210-014), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD median program specific to these projects, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 22, 2011 and the Public Hearing on April 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APNs 484-030-015 and 488-210-014 were estimated based on the proposed fully improved Alessandro Blvd. and Nason St. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APNs 484-030-015 and 488-210-014 shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Southeastern Calif Conf Sev Day Adventist Church APN 484-030-015 (and any division thereof)	$205 per parcel	$1,579.60
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	$205 per parcel	$1,254.11

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds

collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The Property Owners are being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple.

NOTIFICATION

On February 8, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the Property Owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the March 22, 2011, Public Meeting and April 12, 2011, Public Hearing was published in The Press-Enterprise on March 3, 2011. Additionally, the Public Hearing notification will be published on March 24 and again on March 31, 2011.

ATTACHMENTS

Attachment 1: Southeastern Calif Conf Sev Day Adventist Church mail ballot packet
Attachment 2: Buddhadhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA08-0041 (Southeastern Calif Conf Sev Day Adventist Church)\Stfrpt PM 03.22.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Abel Cordero
c/o Southeastern Calif Conf Sev Day Adventist
26121 Camelot Ave
Loma Linda, CA 92354

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 484-030-015

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 484-030-015 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 484-030-015 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,579.60 for the proposed Alessandro Blvd. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 484-030-015 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

MV00100603

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 484-030-015

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 484-030-015, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 484-030-015, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
484-030-015 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 484-030-015

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 484-030-015 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,579.60 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 484-030-015, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
484-030-015 (and any division thereof)	☐	☐	$1,579.60

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

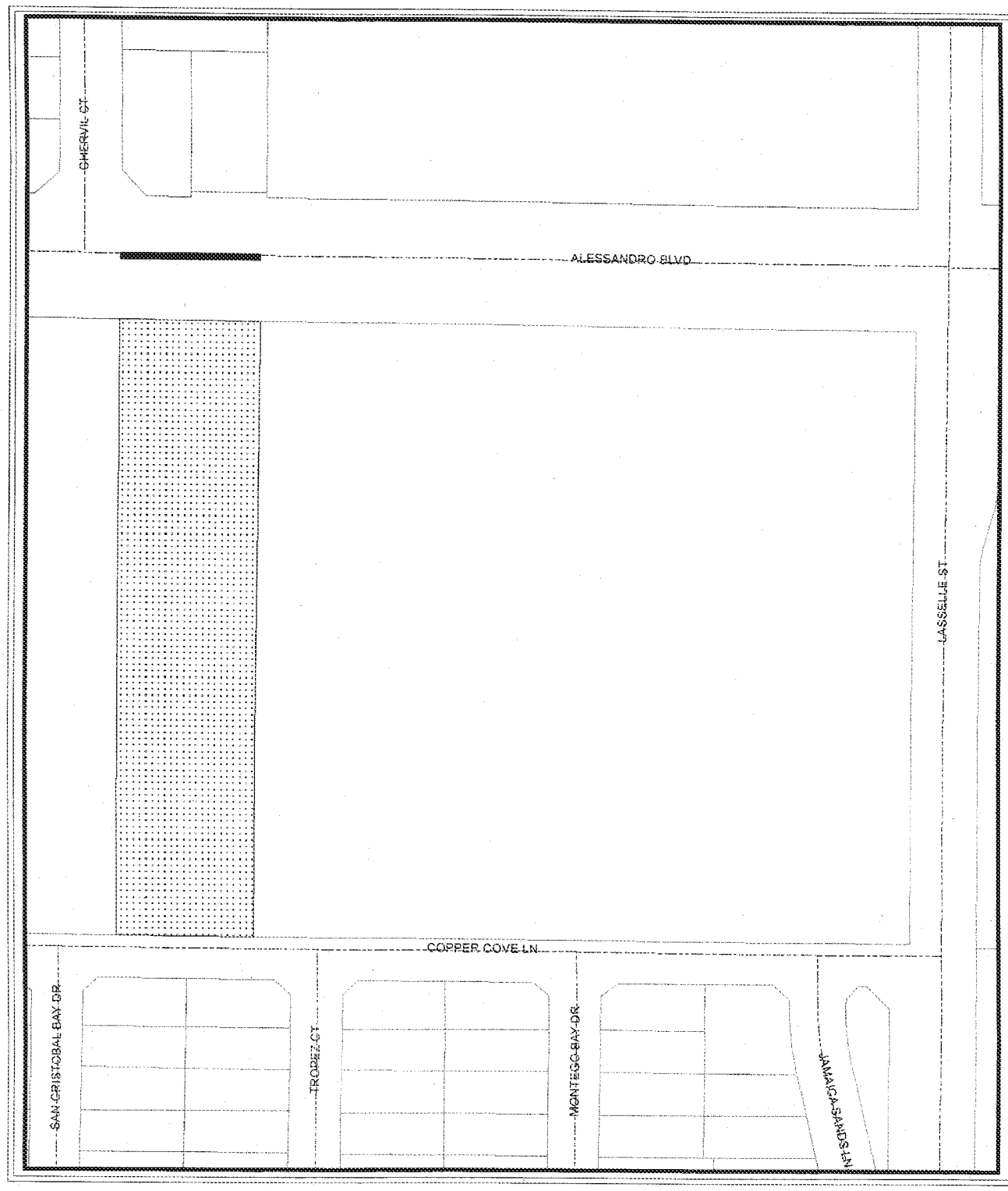

Moreno Hills SDA Church
APN 484-030-015

APN

- 484030015
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 75 150 225 300 Feet

G:\AVP\SDA\PA08-0041 Moreno Hills SDA.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00100606

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	Per Month $2.67	Per Year $32.00	PROPOSED PARCEL RATE	Per Month $12.58	Per Year $151.00

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00100607

TEL: 951.413.3480
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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Albot Nikom
c/o Buddhadhammo Temple
13920 Nason St.
Moreno Valley, CA 92555

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 2

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,254.11 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.

4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

MV00100611

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,254.11 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	☐	☐	$1,254.11

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 488-210-014, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

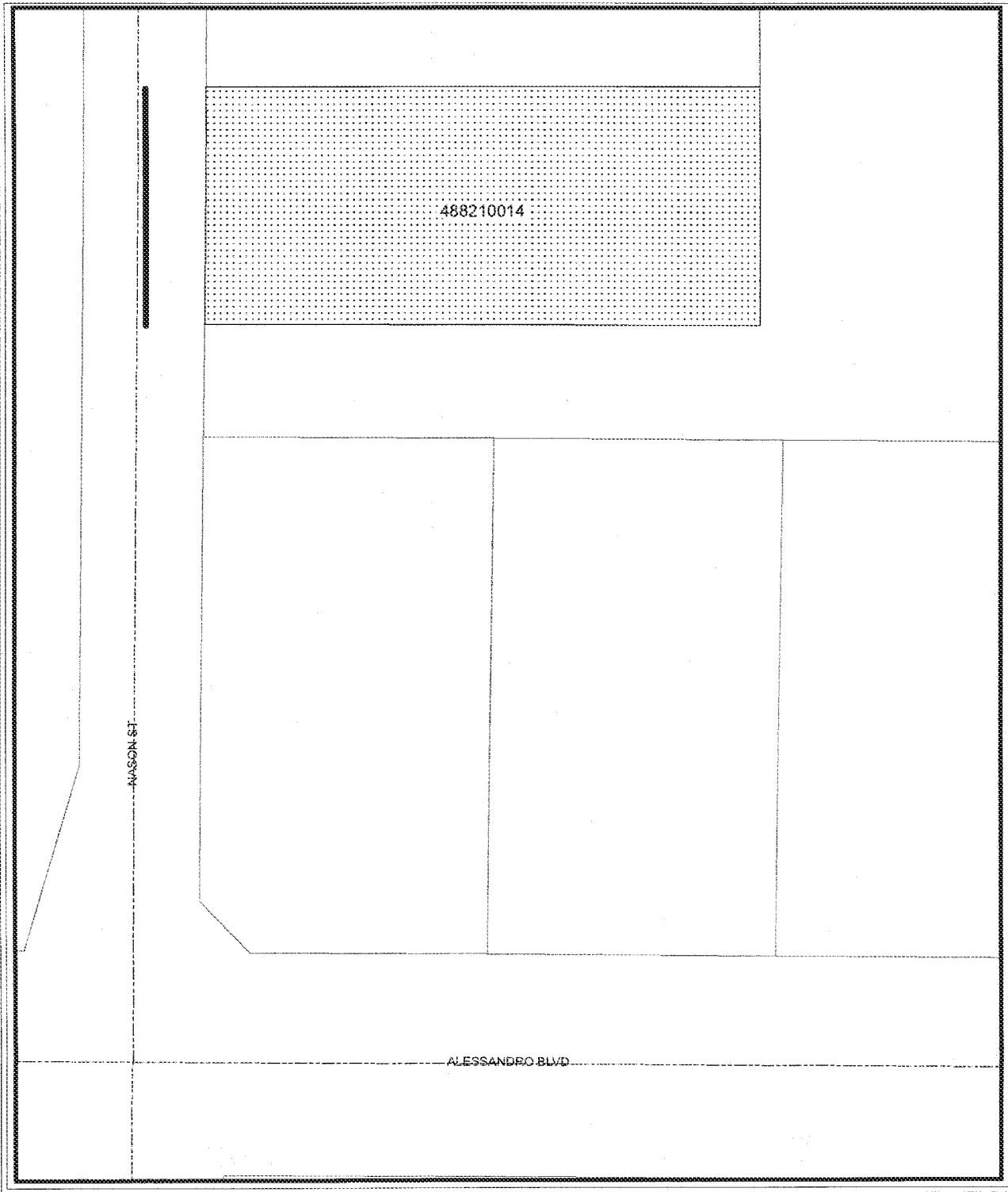

Buddhadhammo Temple
APN 488-210-014

APN

- 488210014
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 50 100 150 200 Feet

G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00100615

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends the City Council:

Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Staff recommends the Redevelopment Agency Board:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

BACKGROUND

At the March 8 meeting the City and Redevelopment Agency Board approved a Conditional Commitment Letter Agreement among the Agency, the City and Rancho Belago Developers Inc to assist in the development of an affordable housing project. The approval included a motion approving two resolutions that weren't required.

DISCUSSION

To properly facilitate the approval of the Agreement, the City Council and RDA Board must rescind their previous action of approving the resolutions and restate their approval of the Conditional Commitment letter Agreement among the Redevelopment Agency, the City and Rancho Belago Developers Inc. The Agency's Special Legal Counsel and the Developer are working on the drafting of an Affordable Housing Agreement for the project which shall be considered by the Agency Board on April 12.

ATTACHMENTS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

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California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

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Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: MID-YEAR BUDGET REVIEW

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive and file this report
2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

BACKGROUND

The City Council is annually updated on the City's financial status through a Mid-Year Budget Review which reflects operational results for the first half of the fiscal year, from July through December. The mid-year budget review will focus on the City's General Fund, which represents the greatest concern with respect to the impacts of the economic recession but will also present six-month operational results from other key funds such as Community Services District (CSD) Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past two years to reduce the structural General Fund expenditure budget by over $12 million. The General Fund operating budget has been reduced from $98 million in FY 2007-08 to $81 million in FY 2010-11. The structural expense reductions have included defunding of 80 positions generating savings of about $7 million annually. In addition, staff has been on a 36 hour work week or 10% furlough program that saves about $1.4 million each year. Many additional actions throughout the General Fund have also been implemented totaling about $3.6 million; such as reducing travel & training, suspending merit and step

increases, reductions in use of professional services and many others. In short, the City has been reducing the budget through recent Deficit Reduction Plans in response to rapidly declining revenues. The end of the recession has brought revenue stability for the first time in several years. Although significant growth in revenues is not anticipated for several years, the City Council and staff can now focus on the Deficit Elimination Plan that will reduce structural expenditures to the stable revenue level over the FY 2011-12 through FY 2013-14 three-year period.

Recap of First Quarter Budget Review

On December 14, 2010, a First Quarter Budget Review was presented to the City Council. This report indicated that the operating results for the first quarter were positive and that a stable outlook was projected for the remainder of the fiscal year. No additional actions were recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

DISCUSSION

Prior Year Savings Needed to Balance the FY 2010-11 Budget

One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional savings has been used to fund three additional police officers ($580,000) and the shortfall that is currently being experienced in the residential street lighting program ($675,000). Achieving this savings is a significant accomplishment and represents the combined efforts of all City departments to continue identifying and implementing cost-cutting measures in response to closing the structural budget deficit. Audited results for FY 2009-10 will be presented to Council upon the completion of the financial audit.

Mid-Year General Fund Results

This mid-year report updates the Mayor and Council regarding current year fiscal trends and provides the opportunity for critical policy input from the Council prior to developing next year's budget. As adopted, the FY 2010-11 budget totals approximately $200 million with the General Fund comprising $80.9 million. As a measure to match the revenues to expenditures and continue the current service levels the City Council approved the use of $13 million of Fund Balance.

Revenue Trends

In order to adequately analyze the City's current revenue position it is helpful to review the revenue trends over a multi-year period. As illustrated in the charts below after three consecutive years of decline General Fund revenues are projected to achieve a slight increase in FY 2010-11. This experience is consistent with projections made by local economists that the bottom has been reached and revenue streams will begin to stabilize. General Fund revenue performance can be measured by following five primary revenue sources. Property taxes, including the Vehicle In-Lieu tax shift, which were budgeted to decline by 14% instead only declined by 4%. Sales tax revenue

increased by 4.8% from FY 2009-10 actuals to the amount projected to be received for FY 2010-11. This amount is due to improved consumer spending, in addition to an annual adjustment related to the State triple-flip process that was larger than expected. In addition, the expiration of the Auto Mall owner participation agreements results in additional sales tax revenue that is retained by the General Fund. Utility Users Tax has been the most consistent revenue over the past four years and these revenues are projected to be slightly higher than both the budget and the previous year. Development services revenues have experienced severe volatility over the past three years but are projected to be flat when compared to the prior fiscal year suggesting that they have stabilized. Investment income, the fifth of the key revenues, is projected to improve slightly over the prior year due to the active management strategy adopted last year which has allowed the portfolio to take advantage of short-term opportunities within the financial markets.

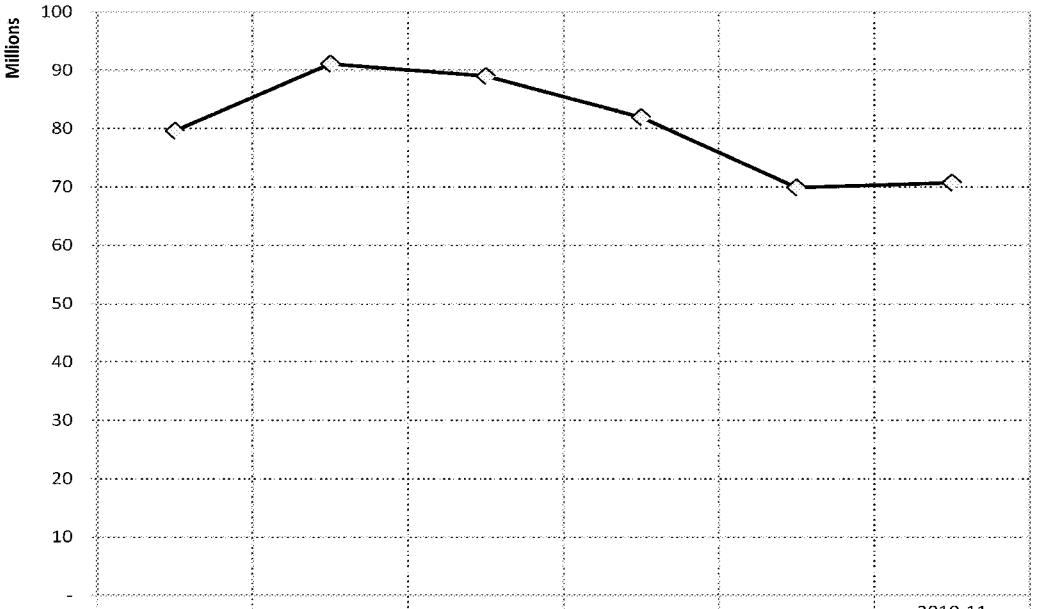

	2005-06 Actuals	2006-07 Actuals	2007-08 Actuals	2008-09 Actuals	2009-10 Actuals	2010-11 Year-end Projection
Revenues	79,615,944	91,116,701	88,999,014	81,930,066	69,892,454	70,728,080

General Fund
Revenue Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Taxes:			
Property taxes	$ 8,596,100	$ 8,596,100	$ 9,158,400
Property taxes in lieu	11,773,400	11,773,400	13,056,000
Utility taxes	15,200,000	15,200,000	15,600,000
Sales taxes	9,735,100	9,735,100	10,515,000
Other Taxes	6,556,500	6,556,500	6,900,000
Licenses and permits	1,363,600	1,363,600	1,431,200
Intergovernmental	643,500	643,500	1,049,800
Charges for services	8,284,600	8,283,156	6,853,900
Use of money and property	4,527,900	4,527,900	4,220,300
Fines and forfeitures	1,117,000	1,117,000	1,120,000
Miscellaneous	172,700	177,800	823,480
	-	-	-
Total Revenues	**67,970,400**	**67,974,056**	**70,728,080**

Expenditure Trends

The following charts illustrate that expenditures have been reduced over the past few years to become more in line with revenues and to maintain reserves at a prudent level. Over the past three years spending has been reduced from $97.6 million in FY 2007-08 to a budgeted amount of $80.9 million in FY 2010-11 which represents a reduction of over 17%. Projected spending levels through mid-year show significant savings when compared to the spending plan approved by Council as staff at all levels continue to undertake efforts to reduce operating costs while sustaining key service levels.

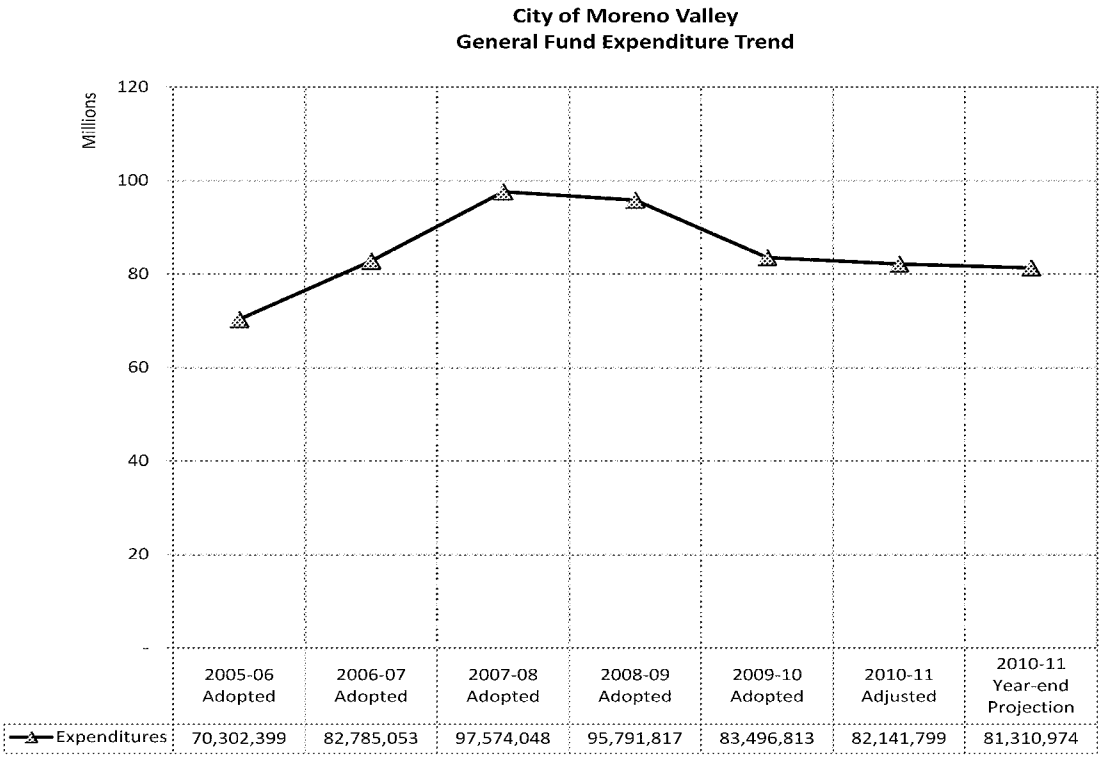

Though there may be variances on a department specific basis, General Fund expenditures are projected to be within City Council approved appropriations and the budget remains balanced. This includes the City Council's decision to utilize surplus revenues to fund additional costs related to priorities related to Police and Community Services District Zone B for Residential Streetlighting subsidy.

Expenditure Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
General government			
City council	$ 579,922	$ 581,564	$ 523,400
City manager	1,279,359	1,305,638	1,171,463
City clerk	634,286	521,486	525,715
City attorney	1,015,407	1,015,407	952,502
Economic development	436,287	482,774	432,202
Financial and administrative services	3,108,962	3,128,875	3,066,423
Human resources	958,505	958,505	791,989
Non-departmental	2,694,500	2,665,546	2,601,646
Public safety			
Police	41,291,771	41,870,739	42,246,062
Fire	15,666,535	15,666,535	15,266,718
Animal services	2,287,240	2,297,418	2,401,450
Emergency operations/volunteer services	605,166	605,166	600,547
Crossing guards	583,439	583,439	516,700
Community development	4,629,070	4,638,875	4,246,017

Public works	3,551,311	3,562,092	3,710,400
Total Expenditures	$ **79,321,760**	$ **79,884,059**	$ **79,053,234**
Other Financing Uses			
Transfers out	1,582,740	2,257,740	2,257,740
Grand Total	$ **80,904,500**	$ **82,141,799**	$ **81,310,974**

First Quarter Summaries of Other Major Funds

▪ Community Services District (CSD) Zone A – Parks & Community Services

Zone A - Parks and Community Services
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,586,789	$ 1,586,789	$ 1,678,500
Charges for services	5,637,700	5,637,700	5,658,800
Use of money and property	457,800	458,800	501,900
Miscellaneous	25,500	26,433	31,200
	0	0	0
Total Revenues	**$ 7,707,789**	$ **7,709,722**	$ **7,870,400**
Expenditures:			
Current:			
Community and cultural			
Senior Program	502,539	503,472	470,404
Parks and recreation administration	468,235	468,235	556,947
Park ranger program	320,241	320,241	317,000
Recreation programs	1,702,569	1,702,569	1,598,500
Park maintenance	2,772,945	2,836,395	2,549,200
Park maintenance - contract	458,100	458,100	423,600
Golf course program	289,886	289,886	302,345
Recreation and conference	442,548	442,548	469,900
Recreation and conference - banquets	238,044	238,044	227,794
Parks projects	152,410	152,410	150,700
Community services	142,088	142,088	126,800
Community events	78,072	78,072	76,400
Non-departmental	250,300	250,300	250,300
Capital outlay	6,400	6,400	23,400
Total Expenditures	**$ 7,824,377**	$ **7,888,760**	$ **7,543,290**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(116,588)	(179,038)	327,110
Other Financing Sources (Uses):			
Transfers in	289,800	289,800	314,800
	0	0	0
Total Other Financing Sources (Uses)	**$ 289,800**	$ **289,800**	$ **314,800**
Net Balance	***$ 173,212***	$ ***110,762***	$ ***641,910***

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually. The first distribution was received in mid January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Community Services District (CSD) Zone L – Library**

Zone L - Library
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,201,200	$ 1,261,200	$ 1,261,200
Intergovernmental	27,000	27,000	73,600
Charges for services	33,000	33,000	30,000
Use of money and property	0	0	0
Fines and forfeitures	56,500	56,500	46,500
Miscellaneous	2,000	7,255	7,200
	0	0	0
Total Revenues	**$ 1,319,700**	**$ 1,384,955**	**$ 1,418,500**
Expenditures:			
Community and cultural			
Library	1,903,462	1,940,694	1,895,600
Total Expenditures	**$ 1,903,462**	**$ 1,940,694**	**$ 1,895,600**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(583,762)	(555,739)	(477,100)
Other Financing Sources (Uses):			
Transfers in	446,740	446,740	446,800
Total Other Financing Sources (Uses)	**$ 446,740**	**$ 446,740**	**$ 446,800**
Net Balance	***$ (137,022)***	***$ (108,999)***	***$ (30,300)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually. The first distribution was received in early January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

▪ Gas Tax

State Gasoline Tax Special Revenue Fund
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Intergovernmental (gas tax)	2,702,500	2,702,500	2,862,225
Use of money and property	5,000	5,000	1,500
Miscellaneous	2,000	2,000	10,200
	0	0	0
Total Revenues	**$ 2,709,500**	**$ 2,709,500**	**$ 2,873,925**
Expenditures:			
Public works:			
Infrastructure project engineering	384,086	384,086	306,986
Street maintenance	1,740,356	1,740,356	1,919,100
Graffiti removal	329,014	329,014	366,700
Tree trimming	383,230	383,230	412,100
	0	0	0
Total Expenditures	**$ 2,836,686**	**$ 2,836,686**	**$ 3,004,886**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(127,186)	(127,186)	(130,961)
Net Balance	***$ (127,186)***	***$ (127,186)***	***$ (130,961)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

▪ Electric Utility

Electric Utility
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Operating Revenues:			
Generation	$ 9,360,000	$ 9,360,000	$ 8,945,076
Distribution	3,640,000	3,640,000	4,533,022
Special Charges	144,000	144,000	142,831
Public Purpose	500,000	500,000	779,328
Other charges for services (electricity fee refunds)	(146,000)	(146,000)	(73,709)
Use of money and property	56,000	56,000	79,982
Miscellaneous	315,500	315,500	239,772
Total Operating Revenues	**$ 13,869,500**	**$ 13,869,500**	**$ 14,646,302**

Expenditures:			
Operating Expenditures:			
Electricity purchased	6,900,000	6,900,000	7,228,800
Services and supplies	2,842,695	2,842,695	2,673,524
Distribution share	1,425,000	1,425,000	1,567,500
Rate stabilization reserve	327,000	327,000	359,700
Public purpose program:			
Electricity purchased	400,000	400,000	400,000
Services and supplies	100,000	100,000	100,000
Total Operating Expenditures	**$ 11,994,695**	**$ 11,994,695**	**$ 12,329,524**
Operating Income (Loss)	**$ 1,874,805**	**$ 1,874,805**	**$ 2,316,778**
Nonoperating Revenues (Expenses)			
Debt Service:			
Principal retirement	570,200	570,200	470,380
Interest expense and fiscal charges	1,656,200	1,656,200	1,658,207
Capital outlay	87,500	87,500	81,375
	0	0	0
Total Nonoperating Revenues (Expenses)	**$ (2,313,900)**	**$ (2,313,900)**	**$ (2,209,962)**
Income (Loss) Before Transfers	**$ (439,095)**	**$ (439,095)**	**$ 106,816**
Net Balance	***$ (439,095)***	***$ (439,095)***	***$ 106,816***

**Net of depreciation*

As reflected in the previous operational financial summaries (not including capital projects and/or debt service), revenue and expenditure results for Parks, Library, Gas Tax and the Electric Utility through the first quarter of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. Therefore, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by the respective departments.

Proposed Mid-Year Budget Appropriation Adjustments

The Mid-year Budget Review is traditionally the time in which additional budget appropriation adjustments are considered due to unforeseen circumstances that have occurred since the adopted of the budget. There are two items recommended for Council's approval this fiscal year.

I. Recommend the transfer of $150,000 from the General Fund (fund balance) to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort (MOE) requirements:

The City receives Measure A, Local Streets and Roads (LSR) funding from the Riverside County Transportation Commission (RCTC) to augment the City's transportation improvement program. In order to continue to receive Measure A funds, MOE requirements are imposed on local agencies to ensure that local transportation

expenditures are maintained. The MOE requirements include the annual certification of discretionary General Fund expenditures for transportation related construction and maintenance activities that meet or exceed the MOE Base Amount. The City's MOE base amount is $1.6m. In FY 2010-11, it is projected that transportation related activities will be under the MOE base amount by $150,000. A transfer to the Gas Tax street maintenance programs of $150,000 will ensure the City's meeting the MOE requirements. The City currently receives $2.4m in Measure A funds.

II. Recommend the transfer of $157,000 from the General Fund (fund balance) and $33,000 from the Equipment Replacement Fund (fund balance) to the Vehicle Equipment Maintenance and Street Maintenance programs for state-mandated vehicle modifications/replacements:

The California Air Resources Board mandates all public agencies with heavy-duty, diesel vehicles within their fleets to have 100% of the heavy-duty vehicles retrofitted with particulate matter traps (emissions filters) or to retire/replace such vehicles. The City has a total of (17) such vehicles and previously retrofitted (9) vehicles. The remaining (8) vehicles, that belong to the Maintenance & Operations, Transportation Engineering, Parks Maintenance, and Facilities Maintenance divisions, are required to be retrofitted by December 31, 2011 or be retired from service. It is proposed that (7) vehicles are retrofitted and that (1) vehicle (Unit #96-525) be replaced as it is significantly past its normal life cycle. The total combined cost of the retrofits and funds required to supplement available vehicle replacement funds is $190,000. The proposed retrofits/replacements are mandatory and must be complete by December 31, 2011 to comply with California Air Resources Board regulations and retain the use of these vehicles.

SUMMARY

The budget for FY 2010-11 remains balanced using significant one-time sources of funding. Staff has identified four key revenue adjustments that have a net zero effect to the total General Fund revenue stream. One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional $1.4 million in savings has been applied to additional expenditures approved by the City Council in FY 2010-11 (Police Dept - $580,000 and CED Zone B Residential Street Lights - $675,000).

General Fund revenues received through December 31th are meeting expectations based on historical experience. Generally, expenditures are slightly below the expected expenditure pace for FY 2010-11. Therefore, results through the first half of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. As a result, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

Despite the positive results thus far in FY 2010-11, significant challenges are expected in adopting a balanced General Fund budget for FY 2011-12; with a deficit of $14 million

projected. Staff is preparing the preliminary base operating budget as a two-year budget for FY 2011-12 and FY 2012-13 with no change in staffing or service levels. In addition, staff has prepared a proposed Three-Year Deficit Elimination Plan (DEP) to eliminate the remaining deficit and balance ongoing revenues and expenditures by FY 2013-14. Council approval of a final DEP will include direction to staff to apply the first 2 (two) years of the approved DEP actions to the base budget for FY 2011-12 and FY 2012-13. Staff will return with the Proposed Two-Year Operating Budget for Council review in May 2011.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Cynthia Fortune
Financial Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY

RECOMMENDED ACTION

Staff recommends the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

BACKGROUND

The City of Moreno Valley is poised for future growth. With the economy starting to realize some improvement, now is the opportune time to evaluate ways that Moreno Valley can best plan for advancing economic development in the short and near term. The creation of an Economic Development Plan with established Areas of Opportunity in the community for producing major employment hubs, successful retail centers and redevelopment possibilities is aimed at providing a roadmap for Moreno Valley to become a major business development area in Southern California.

Over the years, Moreno Valley has experienced significant growth. Incorporated in December 1984, Moreno Valley has experienced a 379% increase in population in just 26 years. However, the City's jobs to housing ratio is not properly balanced. The need to create more employment opportunities should be made a priority in creating a well rounded community with a strong economic foundation. Adding new logistic and distribution centers will not only create new jobs for residents, but also provide a positive economic stimulus to the existing business community. Furthermore, Moreno Valley should seek to enhance its commercial retail/restaurant make-up and move to improve the City's per capita sales tax revenue stream. Making Moreno Valley a great place to live, work, shop, dine and visit--will improve the overall economic health of the community.

DISCUSSION

Moreno Valley has a strategic location in the Inland Region and is in the path of growth. During the past decade or so, Moreno Valley has experienced strong residential development from many quality home builders. Now it will be important for the City to provide ways for new commercial, office and industrial development to happen in the community. Understanding Moreno Valley's strengths and weaknesses, along with pursuing a balanced mix of residential and business development will be key in planning how Moreno Valley attracts development opportunities in the new global economy.

Ensuring the proper land uses are in place, along with embracing a business friendly environment will help ensure that developers and businesses select Moreno Valley as a place to do business. With the right attitude and proper Economic Development Plan—Moreno Valley can be the future of not only Southern California but also compete to be a major place to be in the new global economy.

The formulation of an effective Economic Development Plan should pursue opportunities for the short and mid-term, as well as consider opportunities throughout the community. As part of the adoption of the Housing Element, staff recommended that the City Council consider opportunities to rezone areas of the community that could facilitate new business development, as well as specifically address the jobs to housing imbalance. The following ten geographic business areas represent specific Areas of Opportunity in Moreno Valley to be considered for incorporating into an Economic Development Plan.

- Eastern Moreno Valley-Rancho Belago (including Highland Fairview Corporate Park-Skechers USA, WestRidge Commerce Center, Prologis, and Moreno Highlands)
- City Center (including a Nason, Moreno Beach and Lasselle loop--with Stoneridge Towne Centre, Moreno Beach Plaza, Moreno Valley Auto Mall, proposed Moreno Beach Marketplace-Lowes Center, Moreno Marketplace-Stater Bros. Center, Moreno Valley Ranch Golf Club, Riverside County Regional Medical Center, Aqua Bella, Kaiser-Moreno Valley Community Hospital, Lakeside Plaza & Terrace, Moreno Valley College, the proposed Winco Center and the City's 60-acre property at NWC of Alessandro/Nason)
- South Moreno Valley Industrial Specific Plan Area
- March LifeCare
- Centerpointe Business Park
- Alessandro Boulevard
- Sunnymead Boulevard
- Festival-Ironwood
- Sunnymead Ranch-Lakeshore Village Marketplace
- TownGate (including the Moreno Valley Mall and five surrounding commercial centers-TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade, and TownGate Square)
- Canyon Springs Plaza and proposed TownGate Highlands
- Edgemont Area

At the March 22 City Council meeting, a PowerPoint presentation will visually outline the Areas of Opportunity. Included with the presentation will be an illustration of the importance of linking the City's Capital Improvement Plan (CIP) and the City's Traffic Circulation Plan to a new Economic Development Plan. Ensuring that revenues to be used for the CIP are focused on advancing the City's Economic Development Plan and its Areas of Opportunity shall provide for a more strategic approach to planning for new public improvements that benefits economic development in the community. As part of this approach to the CIP, staff is recommending advancing the planning of a number of public improvement projects related to the City Center area--including work on SR60/Nason, SR60/Moreno Beach, pursuing the connection of Eucalyptus Avenue to Moreno Beach Drive, along with the connection of Nason Street, from Cactus Avenue to Iris Avenue to provide a much needed north and south arterial thoroughfare from SR60 to Iris Avenue.

After introducing the major components of the Economic Development Plan-Areas of Opportunities, staff recommends that the Economic Development Council Subcommittee (Council Members Co and Molina) work with the City Manager and Community & Economic Development Director, along with a number of developers to further advance the specifics of the Economic Development Plan. Included with this effort will be evaluating many rezoning and redevelopment opportunities, all aimed at furthering the City's economic development efforts. As part of this process, the City shall pursue a 'modified' General Plan process that will include a focused 'Plan' review that will evaluate the highest and best uses for the many areas included with the Areas of Opportunities.

FISCAL IMPACT

There is NO established fiscal impact at time. As the Economic Development Plan-Areas of Opportunity is further refined a budget shall be established for undertaking planning activities.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

March 22, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00100660

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing Trent Sauls

4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MARCH 22, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, “Minor Decoy/Shoulder Tap” Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR

RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500); and

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

Resolution No. 2011-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January, 2011

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

1. Receive and File the 2010 Annual Report of the Planning Commission; and

2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:
Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:
1. Approve TM 34950-1, a final map for financing purposes; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE

SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs; and

2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

G.2 APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Recommendation: That the RDA:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Receive and file this report; and

2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any

individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 8, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Randy Metz	Fire Marshal
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A.5 & A.6) and Deanna Reeder (Item A.8).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up

to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 *LOCAL* STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - *PHASE I* (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute

any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange

Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Lori Stone, Executive Director of the March Joint Powers Authority, reported the following: the state legislators were asked to exempt military base reuse from redevelopment cuts; 30 million dollar bond sold two weeks ago will be used for the Van Buren interchange and U.S. vets project; the medical campus is moving forward; the final demolition of the tower is scheduled for March 28 at 10 a.m., invited

everybody to the celebration; about 12-13 buildings were demolished at this point; about 4000 new jobs were approved

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Amber Crothers, Thomas Andrew Owings and Mary E. "Meli" Van Nata for terms expiring March 31, 2015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and

Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

Resolution No. 2011-21

Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

Resolution No. 2011-20

A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of Community Redevelopment Agency of the City of Moreno

Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, and Deanna Reeder.

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE

CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from William Crowel, Palm Desert Development Co representative.

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Agency Member William H. Batey II,

s/Agency Member Robin N. Hastings
Approved by a vote of 5-0.

G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Community and Economic Director Barry Foster announced that the formatting of the agreement has been changed at the advice of the special legal counsel. The title is Conditional Commitment Letter Agreement among the Moreno Valley Redevelopment Agency, the City of Moreno Valley, and Rancho Belago Developers, Inc. Staff is recommending approval of the agreement with Rancho Belago Developers, Inc.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member William H. Batey II, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Daryl Terrell
1. Establishing a business utility user's tax rebate program to promote jobs; submitted an ordinance for public records

Ron Swaim
1. Code enforcement issue - RV blocking public right of way

Alicia Napper
1. Rising Stars Charter School's concerns

Louise Palomarez
1. Redevelopment money
2. Street lights on Hemlock Street between Pigeon Pass and Heacock

George Merendon
1. "In God We Trust" motto

Joe Teague
1. Problems with Day Street project

Thom Morales
1. Announced that fundraiser concert by Valley View High School Wind Ensemble will be held on March 19; invited residents to attend it

Harold Anderson
1. "In God We Trust" motto

Louis Boldue
1. "In God We Trust" motto

Dolores Baisden
1. Upcoming concert at Valley View High School

Pete Bleckert
1. Redevelopment money
2. Flood Control channel
3. Congratulated the Finance Director for streamlining CalCards

Deanna Reeder
1. Planning Commission appointments

Paul Wilkinson
1. Kiwanis Club

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Represented the City at the Perris Chamber of Commerce Centennial Gala for the anniversary celebration for the City and the Chamber
2. Was invited to speak at the National Congress of Black Women; it is nice to have the Inland Empire Chapter headquarter in Moreno Valley

Mayor Pro Tem Molina
1. Stated that at the last Economic Development Subcommittee meeting, the issue of Moreno Valley not being a business-friendly city and the needs and concerns of businesses were addressed; the City is working toward the goal of making Moreno Valley the most business-friendly city; any ideas are always welcomed
2. Stated that he is happy to see that so many people support "In God We Trust"; the item is scheduled for a study session
3. Thanked everyone for participating in council meetings, for their concerns about the City and working toward the betterment of the City

Council Member Co
1. Thanked everybody for coming to the council meeting; one of the reasons the City is improving is that the residents are presenting the problems to the City; this is the only way the problems can be resolved; asked residents to please contact him
2. Regarding residents asking to vote for "In God We Trust" - stated that he does not see any problem with voting to support it; thanked residents for coming in and asking to do something in that respect
3. Asked residents to contact him with any idea to help the City to move forward; the City needs residents' input

Mayor Stewart
1. Agreed with Council Member Co on the public's input; acknowledged that people take time to read agendas; a small number of people come to the council meetings, but many residents contact council members by e-mails and phone; asked to keep up the input
2. The March Air Force Reserve is getting 12 brand new Boeing 767 tankers
3. Was invited to speak at the Junior ROTC Military Ball at Canyon Springs High School; a very fine event
4. Addressed a speaker's comments regarding responding to public concerns during a council meeting - when a public member raises an issue, the Council responds right a way during the meeting, if possible; if not, a staff person will contact the person usually the next day; getting clarification on the issue and responding as soon as possible is beneficial

for everyone, including residents watching at home
5. Demolition of the last hospital building at March Air Reserve Base is scheduled for March 28, at 10 a.m.; the public can witness it

Council Member Hastings
1. Commended staff for responding to a very difficult situation with the RDA; hopes that we are going to prevail; it's great to see staff being innovative and creative and trying to protect the tax increment money that was placed there for a specific purpose
2. Is looking forward to attend a concert at Valley View High School
3. Will be back in California Thursday afternoon

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:21 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 22, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

Reports on Reimbursable Activities March 2-15, 2011		
Council Member	Date	Meeting
William H. Batey II	3/5/11	City of Perris Centennial Installation and Awards Dinner
Marcelo Co	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100691

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	$0.00	0.00%	$0.25	0.25%
1,000 kWh usage	$0.51	0.28%	$0.83	0.38%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	$1.40	0.23%	$1.40	0.32%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	$11.87	0.21%	$11.87	0.35%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	$169.63	0.24%		
392,333 kWh usage, Demand of 666 kW			$163.08	0.43%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	$0.15	0.24%	$0.15	0.24 %

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	$25.03	0.20%	$25.03	0.20 %
Schedule SL-1 22,000 Lumen (317 lights)	$9.25	0.17%	$9.25	0.17%
Schedule SL-2 27,500 Lumen (139 lights)	$4.94	0.28%	$4.94	0.28%
Schedule SL-3 (per lamp)	$0.01	0.00%	$0.01	0.00%

The Energy Resources Surcharge Law went into effect on January 1, 1975. The surcharge is imposed on all customers in the state who consume electricity purchased from an electric utility. All electric utilities are required to collect this surcharge and remit the funds to the State Board of Equalization on a quarterly basis. The funds are held by the State and are used for ongoing energy programs and energy projects. The surcharge rate is set in a public meeting each November by the California Energy Commission; the law does not allow this surcharge to exceed $0.0003 per kWh. The 2011 Electricity Surcharge Rate is $0.00029 per kWh, an increase from $0.00022.

If approved by the City Council, these changes will become effective at 12:00 a.m. on March 23, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be an increase in rates of less than 1%.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to comply with State law.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and will also put the City's utility in jeopardy of non-compliance with State law.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues will increase slightly if the proposed changes are adopted by the City Council. These funds are restricted for Moreno Valley Utility purposes. The increase in the amount of Energy Resource Surcharge collected will be remitted to the State Board of Equalization.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\Electric Utility\Administration - Finance\Staff Reports\2011 SR's\SR - Rate and Rules Adjustments 22Mar2011.doc

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MV00100697

RESOLUTION NO. 2011-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and City Clerk's Office.

APPROVED AND ADOPTED this 22nd day of March 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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MV00100701

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: March 22, 2011

TITLE: Alcohol Beverage Control (ABC) "Minor Decoy/Shoulder Tap" Grant Funding Opportunity

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

1) Staff recommends that the City Council approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of $69,918.00, "Minor Decoy/Shoulder Tap" Grant.

ADVISORY COMMITTEE RECOMMENDATION:

BACKGROUND

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. Moreno Valley Police Department staff has determined that a number of calls for service and repeat calls are being generated from local Alcohol Beverage Control licensed establishments in the city. Some of these calls involve minors and adults under the age of 21 buying alcohol and soliciting adults over the age of 21 to buy alcohol for them. In an effort to address the sale of alcohol to minors and underage adults, staff identified a grant to assist local law enforcement in their efforts to reduce problems and calls for service at ABC licensed establishments.

There are currently 80 On-Sale and 77 Off-Sale ABC licensed establishments within the City of Moreno Valley. Although most avoid the attention of our agency, there are a number that cause a significant amount of calls for service. Several problematic licensees that would be targeted with additional enforcement operations funded by this

grant have caused sixty three (63) direct calls for service between January 1, 2009 and January 1, 2010. Approximately nine (9) calls for service were directly related to minors being furnished alcohol unlawfully.

The majority of calls surrounding these businesses are alcohol related. The time spent by the Moreno Valley Police Department dealing with the alcohol related problems occurring at these locations could be better spent assisting the community with other issues. In addition, the citizens of Moreno Valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (DUI's), fights, assaults and many disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Alcohol Beverage Control, State of California, has allowed for local law enforcement to apply for grant funding for personnel costs and one (1) mandatory GAP (Grant Assistance Program) training seminars to enable agencies to expand their efforts in addressing alcohol-related problems within their respective cities.

DISCUSSION

The Moreno Valley Police Department proposes to use the grant funding to train officers through the Alcohol Beverage Control Agency, and then implement enforcement programs that team officers from the Moreno Valley Police Department with agents from the Alcohol Beverage Control. The Moreno Valley Police Department will implement eighteen (18) "Minor Decoy" operations. The "Minor Decoy" program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the "Minor Decoy" program is repeatedly used.

The Moreno Valley Police Department will implement eight (8) "Shoulder Tap" operations. "Shoulder Tap" is a common method used by persons under age 21 to solicit persons to purchase and furnish them with alcoholic beverages. The "Shoulder Tap" program is an enforcement program that ABC and local law enforcement agencies use to detect and deter shoulder tap activity. During the program, a minor decoy, under the direct supervision of law enforcement officers, solicits adults outside ABC licensed stores to buy the minor alcohol. Any person seen furnishing alcohol to the minor decoy is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

The Problem Oriented Policing (POP) Team will provide a proactive approach through the use of "Minor Decoy" and "Shoulder Tap" operations. The operations will be conducted throughout the city in an attempt to deter ABC licensed establishments from selling alcohol to minors. In addition several operations will focus on adults who purchase alcohol for minors.

ALTERNATIVES

The council may consider the following alternatives:

1. Accept the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a Twelve-month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff recommends this alternative.**

2. Decline the grant application for the "Minor Decoy/Shoulder Tap" grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this "Minor Decoy/Shoulder Tap" grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOAL

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

STAFF RECOMMENDATION

Staff recommends that Council accept the grant application for the "Minor Decoy/Shoulder Tap" Grant in the amount of $69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California.

ATTACHMENTS/EXHIBITS

1. State of California, Alcohol Beverage Control Grant Application.

Prepared By:
Name Brian Gutierrez
Title Officer

Department Head Approval:
Name John Anderson
Title Chief of Police

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100705

State of California

Department of Alcoholic Beverage Control

Grant Assistance Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: **Moreno Valley Police Department**

2. Description of Applicant Agency: **Provide a brief summary including department size, staffing, and structure.**

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees.

3. City or County Served: Moreno Valley	4. Population of Service Area: 191,754.00

5. Project Description: **Summarize the proposed project covering the objectives, method of procedure, evaluation, and end product.**

The Moreno Valley Problem Oriented Policing Team will conduct 18 Minor Decoy and 8 Shoulder Tap operations. Volunteers from the Explorer Program who are at least eighteen years of age will be utilized for these programs under the constant watch or sworn personnel. The goal of these operations is to reduce the amount of alcoholic beverages obtained illegally by minors. The Police Department will also host one Licensee Education on Alcohol and Drugs (LEADS) class for licensees located within the city of Moreno Valley.

6. Funds Requested: 69,918.00	7. Project Period: July 1, 2011 – June 30, 2012

8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

A. Project Director (person having day-to-day responsibility for the project)	B. Chief of Police or Sheriff (authorizing official)
Name: William Mooney Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6701	Name: John Anderson Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6705 E. Mail Address:
Title: Sergeant	Title: Captain
C. Fiscal or Accounting Official	**D. ABC USE ONLY**
Name: Masumi Wilde Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6750 E. Mail Address:	
Title: Accounting Technician	

Attachment 1

SCOPE OF WORK

Background:

On December 3, 1984, the incorporated City of Moreno Valley was formed from a 50 square mile area in Riverside County, which is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and the Badlands. The city has grown over the years and today's population is estimated at 191,754. Based on the 2005 US Census Estimate, Moreno Valley's ethnic composition is 46% Hispanic, 23% White, 20% African-American, 8% Pacific Islander/Asian-American, and 3% other.

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees. A Sheriff's Captain, currently John Anderson, leads the Moreno Valley Police Department as the Chief of Police. Together, they have the responsibility of enforcing the criminal and traffic laws within the city limits.

The existence of several specialized units (Detective Unit, School Resource Officer Unit, Riverside County Regional Medical Center Unit, Patrol Division, Special Enforcement Teams-Gangs/Narcotics, Problem Oriented Policing (POP), Burglary Suppression Unit, Robbery Suppression Unit and Traffic Unit) within the Moreno Valley Police Department demonstrates the Department's objective in providing the citizens of Moreno Valley with the highest level of service and support. The Moreno Valley Police Department encourages innovation within our organization and is dedicated to finding creative solutions to the inevitable disputes that arise in the serving the community.

Moreno Valley has two public school districts, Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD). The MVUSD has 23 Elementary Schools, 6 Middle Schools, 4 Comprehensive High Schools, 1 Charter School, 1 Adult School, 1 Pre-School Head-Start, and 1 Academic Center with a combined total of 36,500 enrolled students. The VVUSD (includes Perris, Mead Valley and Moreno Valley) has 1 Pre-School, 13 Elementary Schools, 4 Middle Schools, 3 High Schools, and 1 Continuation High School with a combined total of 19,600 enrolled students. Moreno Valley is also home to one of the Riverside Community College campuses with approximately 10,000 enrolled students.

Funding Requested / Goals and objective:

The Moreno Valley Police Department seeks $69,918.00 from the Department of Alcoholic Beverage Control (ABC) for general support of our Minor Decoy/Shoulder Tap Programs. We are most grateful for the support we have received from ABC for the grant period of August 2006 through May 2008. We believe this proposal for the grant period of July 2011 through June 2012 is of comparable interest to ABC in this specialized field of law enforcement. The City of Moreno Valley contracts with the Riverside County Sheriff's Department. The straight time rate for an officer is $121.97 per hours and the overtime rate is $54.39 per hour. Therefore the operations are worked on overtime basis in order to get the most out of the awarded funds.

In August of 2006, the Moreno Valley Police Department was awarded an ABC Minor Decoy and Shoulder Tap Grant that was implemented by the Moreno Valley Police Department's Problem Oriented Policing (POP) Team. The POP Team comprised of one sergeant, nine officers, and two community service officers.

During the grant period, the POP Team Sergeant: 1) announced the start of the Minor Decoy/Shoulder Tap Programs, 2) announced the number of licensed premises who sold to the minor decoy and/or the number of adults arrested for purchasing alcoholic beverages to the minor decoy, 3) faxed a copy of each press release to ABC, 4) monitored the time frames in the grant, 5) maintained costs within the approved amounts of each category, 6) maintained adequate records for validation of project progress and accountability for all funds expended on the project, and 7) submitted the required project reports to ABC.

The Moreno Valley Police Department is committed to following the above listed guidelines as well as conducting eighteen (18) Minor Decoy and eight (8) Shoulder Tap operations within the ABC Minor Decoy/Shoulder Tap Grant period of July 2011 through June of 2012. If awarded the grant, On-Sale and Off-Sale ABC licensed establishments in the City of Moreno Valley will be visited during Minor Decoy and/or Shoulder Tap operations. In addition, the Moreno Valley Police Department will host one Licensee Education on Alcohol and Drugs (LEAD) class for licensees located within the City of Moreno Valley. In accordance with the ABC grant, this training will be provided by ABC's Training/LEAD Unit.

The Moreno Valley Police Department's Minor Decoy/Shoulder Tap Program seeks to implement a strict, honest, impartial, and uniform enforcement of the liquor laws in Moreno Valley. In addition, the Riverside County District Attorney's Office has pledged their support in the prosecution of arrests arising out of ABC related Minor Decoy/Shoulder Tap operations.

Problem Statement:

There are approximately 157 off sale and on sale A.B.C. licensed establishments within the City of Moreno Valley. Although most avoid the attention of the Moreno Valley Police Department, a few do cause an inordinate amount of calls for service. Several problem licensees that would be targeted with additional enforcement programs funded by this grant caused numerous direct calls for service that were directly related to minors being furnished alcohol unlawfully.

Some such establishments contributing to the furnishing/selling of alcohol to minors that are responsible for a disproportionate amount of calls for service are the numerous Bars, nightclubs, and liquor stores located within the city. The time spent by the Moreno Valley Police Department dealing with the alcohol-related problems occurring at these locations could be better spent helping the community with other issues. In addition, the citizens of Moreno valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (D.U.I's), batteries, assaults, and many other disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Moreno Valley Police Department has conducted numerous operations in the past with ABC grants, and if history repeats itself, we will find that licensees throughout the entire city will unlawfully sell alcohol to minors. Establishments such as grocery stores, liquor stores, and gas stations will be affected. However, we have also discovered that the percentage of higher unlawful alcohol sales to minors tends to occur more frequently at gas stations because this is where wayward juveniles tend to congregate. Second to these gas stations are liquor stores that are steadily busy with several customers walking in and out of the store, thereby creating a distraction for clerks whom are normally

the only source of enforcement of such activity.

In a time period of July 1, 2009 to June 31, 2010, the Moreno Valley Police Department responded to 905 calls for service involving public intoxication. In 2010, the Moreno Valley Police Department wrote 120 citations for violation of city Municipal Code 11.04.060 (Drinking an Alcohol Beverage in Public). A majority of these citations were written within the proximity of ABC licensed businesses. From 2006-2010 the Moreno Valley Police Department has responded to an annual average of 6132 calls for service directly related to party and noise enforcement. A large portion of the party and noise enforcement calls for service involve residential parties that involve minors in possession of alcohol.

Based on the 2009 rankings published by the California Office of Traffic Safety, among the 56 cities in Group B (100,001 to 250,000), Moreno Valley ranked 25 out of 56 cities for victims killed and injured in alcohol involved collisions. This means Moreno Valley has the 25th highest rate of victims killed and injured in alcohol involved collisions. In addition, Moreno Valley ranked 9/56 for DUI collisions involving drivers under the age of 21 and 13/56 for drivers in the 21 to 34 age group. In 2009, the Moreno Valley Police Department made a total of 618 DUI arrests.

Project Description:

Sworn officers will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The coordinators will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One non-sworn Community Service Officer (CSO) will assist the coordinators by gathering information important in the identification of problematic ABC licensed businesses. The CSO will also be responsible for keeping records on the progress of the operations so that periodic evaluations can be conducted.

The Moreno Valley Police Department will be issuing press releases to inform the community that the Moreno Valley Police Department is continuing its ongoing efforts to thwart the unlawful selling and purchasing of alcohol that involves minors. These press releases will be distributed as required by the grant, and faxed copies of these press releases will be routed to ABC s public information officer as well.

The Moreno Valley Police Department is committed to the programs developed under the "Minor Decoy" and "Shoulder Tap" programs. We have learned much from working with A.B.C. and hope to be afforded the opportunity to work with them in the next "Minor Decoy," "Shoulder Tap," Program Grant year, 2011-2012. We will continue to include A.B.C. in all our operations and will also solicit the help of other governmental agencies when appropriate. It is our intent to keep the community safe, informed, and involved in the fight against problematic A.B.C. licensed establishments, under aged alcohol consumption, and abuse.

Project Personnel:

This grant proposal, prepared by the Problem Oriented Policing Unit (P.O.P. Team), will be supervised by the P.O.P. sergeant (Project Director), currently Sergeant Mooney. The supervising sergeant or Project Director will be responsible for the following: 1) Monitoring time frames in the contract. 2) Maintaining costs within the approved amounts of each category. 3) Maintaining adequate records for validation of project progress and accountability for all funds expended on the

project. 4) Submission of required project reports and, 5) Conducting project evaluation.

In addition to the P.O.P. Sergeants, nine sworn Officers and one Community Service Officer will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The officers will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One-non sworn Community Service Officer (CSO) will assist the officers by gathering information important in the identification of problematic ABC licensed businesses.

During the past year the City of Moreno Valley has been dealing with the ongoing state budget issues. The Moreno Valley Police Department has been impacted by this current issue. The acceptance of this grant would improve the ongoing efforts the Moreno Valley Police Department has in place in the proactive enforcement of A.B.C. establishments. The funding would allow us to increase monitoring of the unlawful alcohol sales to minors, and create a strong deterrent to future violations.

The Moreno Valley Police Department has a strong working relationship with numerous governmental agencies and community action committees. We look forward to getting as many as possible involved in the campaign to prevent minors from obtaining alcohol from business licensees. We welcome the assistance of any other agencies that wish to assist us with the enforcement, and education of the public and business owners, of this growing problem that plagues communities across America today.

BUDGET DETAIL

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (straight time salaries, overtime, and benefits)	
The City of Moreno Valley contracts with the Riverside County Sheriff's Department for a full service police department. The straight time rate is $121.97 per hour and the overtime rate is $54.39 per hour. Therefore, the operations are worked on an overtime basis in order to get the most out of the awarded funds. (1) Sergeant: straight time: $82.42, overtime: $80.02 (5) Officer: straight time: $121.97, overtime: $54.39 (1) Community service officer- straight time: $41.94, overtime: $39.20 GAP Training hours – (2) officer straight time for 24 hours	Sergeant = $12,483.12 Officers = $42,424.20 CSO = $6,115.20 (2)Officer for GAP training. = $5854.56
TOTAL PERSONNEL SERVICES	$66,877.08
B. Operating Expenses (maximum $2,500)	
Twenty six operations with $40.00 "buy money" per operation is a total of $1040.00	
TOTAL OPERATING EXPENSES	$1,040.00
C. Equipment (maximum $2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice) None	
TOTAL EQUIPMENT	$0.00
D. Travel Expense/Registration Fees (maximum $2,000)	
(Registration fee for July 2011 GAP Conference attendees is $200 each) Travel, per diem and lodging for the July GAP Conference.	$400.00 $1600.00
TOTAL TRAVEL EXPENSE	$2,000.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	$69,918.00

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. **(Round all budget amounts to the nearest dollar.)**

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	$66,877.08		$66,877.00
Operating Expenses	$1,040.00		$1,040.00
Travel/Registration Fees	$2,000.00		$2,000.00
Equipment			
TOTALS	$69,918.00		69,918.00

(This form does not become part of the contract)

REQUEST FOR PROPOSALS
RATING FORM

APPLICANT: _____

FUNDS REQUESTED: _____

INSTRUCTIONS TO RATER: The rating form is divided into six categories with a maximum point value assigned to each category. Rate each category based on the applicant's response in the request for proposal. You may use the comments line to give more detail. Once you have rated the request for proposal, total the points at the bottom. The maximum points an applicant agency can receive is 100 points.

CATEGORY:

SUMMARY – (15 POINTS MAXIMUM)

Does applicant describe the department's size, structure, staffing, number of ABC licenses, demographics of jurisdiction, and goals and objectives?

Points Received_____

Comments:_____

PROBLEM STATEMENT – (25 POINTS MAXIMUM)

Does applicant clearly identify the area to be served, specific problematic ABC licensed locations, community concerns, and other factors that contribute to the problem?

Points Received_____

Comments:_____

PROJECT DESCRIPTION – (25 POINTS MAXIMUM)

Does applicant clearly state the goals and objectives in full detail? Are objectives measurable, realistic, and related to a time frame? Are ABC enforcement strategies utilized (example, LEAD, IMPACT, Minor Decoy, Shoulder Tap, Trapdoor, etc.)

Points Received_____

Comments:_____

PROJECT PERSONNEL – (25 POINTS MAXIMUM)

Does applicant clearly describe the staffing required to carry out grant objectives and activities as supported by the proposed budget? Does it include the names of the Unit/Division responsible for the project?

Points Received_____

Comments: _____

BUDGET DETAIL – (5 POINTS)

Is the budget estimate page completed? **5 Points** ____

OTHER FUNDING SOURCES – (5 POINTS)

Is the other funding sources page completed? **5 Points** ____

TOTAL POINTS (100 POINTS MAXIMUM):_____

_____ _____

NAME DATE

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MV00100715

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500)

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

BACKGROUND

The Kitching Street Improvements Project widens Kitching Street from two to four lanes from Gentian Avenue to Alessandro Boulevard.

On June 24, 2009, the City Council approved the Kitching Street project as a three-phase project as part of the FY 09/10 CIP Budget. Two of the three phases were funded. Phase 1 includes utility relocation and design services for the entire length of the project. Phase 2 improves Kitching Street from Cactus Avenue to Alessandro Boulevard by upgrading Kitching Street to four lanes and installing a signal at Cactus Avenue. Phase 3 improves Kitching Street from Gentian Avenue to Cactus Avenue

from two lanes to four lanes at a future time, subject to the availability of funding for construction.

Phase 2 work has been completed and was accepted by the City Council at its meeting on January 25, 2011, for inclusion into the City's Maintained Road System.

The next step is to complete the remaining utility relocation and design work for Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue. The goal is to have Phase 3 of the project in 'Shovel Ready' condition for construction, subject to availability of future funding.

DISCUSSION

Phase 3 of the project requires relocation of existing SCE facilities at the intersection of Kitching Street and Delphinium Avenue. SCE retains 'prior rights' since their facilities are located within SCE's easement. Consequently, the cost of relocating SCE's facilities is the City's responsibility.

The relocation work includes removal of one wood guy pole with its companion span guys, down guys and anchors that are to be replaced with a 35-foot tubular steel pole (TSP) with span guys. By removing existing down guys and anchors within the proposed asphalt pavement area of the street right of way, widening of the street to four lanes can be accomplished at a future time when funding becomes available.

To date, the majority of conflicting SCE, EMWD, Verizon and Time Warner facilities within the project limits have already been relocated. After relocation of the subject SCE facilities at the Kitching Street/Delphinium Avenue intersection, remaining minor utility-related adjustments will be accomplished during construction of the Phase 3 improvements, because such adjustments can only be accomplished after grading and paving is complete.

The City previously made a deposit payment of $35,000 (Purchase Order No. 38653) for the design and procurement of long-lead custom-manufactured TSP. SCE's estimated cost for engineering, procurement, manufacturing, and installation of TSP is $149,000. Therefore, an additional $114,000 is due to SCE for these relocation activities.

This work will be carried out by SCE on a time and materials or actual cost basis. Upon completion of the work, SCE may refund the unused portion of the City's payment or it may invoice the City for any additional costs incurred beyond the City's payments. Since the work by SCE is on an actual cost basis, there is a potential for the final cost to be higher than the initial cost estimate. Accordingly, besides the $114,000 due to SCE, an additional 10% contingency in the amount of $11,400 is requested, increasing the total not-to-exceed amount for Purchase Order No. 38653 from $35,000 to $160,400.

ALTERNATIVES

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not authorize of the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500), and do not authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will delay the project.*

FISCAL IMPACT

The project is included in Fiscal Year 2010/2011 Capital Improvement Project Budget. It is funded by 2005 Lease Revenue Bond funds (Fund 501). Funding for this project is restricted to capital improvements for arterial street widening. There is no impact to the General Fund.

FY 2010 / 2011 PROJECT BUDGET:
Kitching Street from Alessandro Boulevard to Gentian Avenue
2005 Lease Revenue Bond (Account No. 501.82425)……..$1,640,000

FY 2010 / 2011 PROJECT COSTS:

Phase 1 and 2 Project Construction and Closeout Costs……..	$1.385,000
Complete Design for Phase 3 Improvements.....	$90,000
SCE Facilities Relocation Costs for Phase 3 Improvements.....	$160,400
Total Project Costs	$1,635,400

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

This action authorizes a Change Order to increase Purchase Order No. 38653 to SCE by the amount of $125,400 for the engineering, procurement, manufacturing, and installation of a tubular steel pole (TSP). The TSP will be installed by Southern California Edison at Kitching Street/Delphinium intersection and will allow construction of Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue to be completed in the future subject to the availability of funding.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Viren - 06-50182425 - Kitching Street Improvements\CC Reports\Utility Relocation\Phase II SCE Facility Relocation Staff Report 03-22-2011.doc

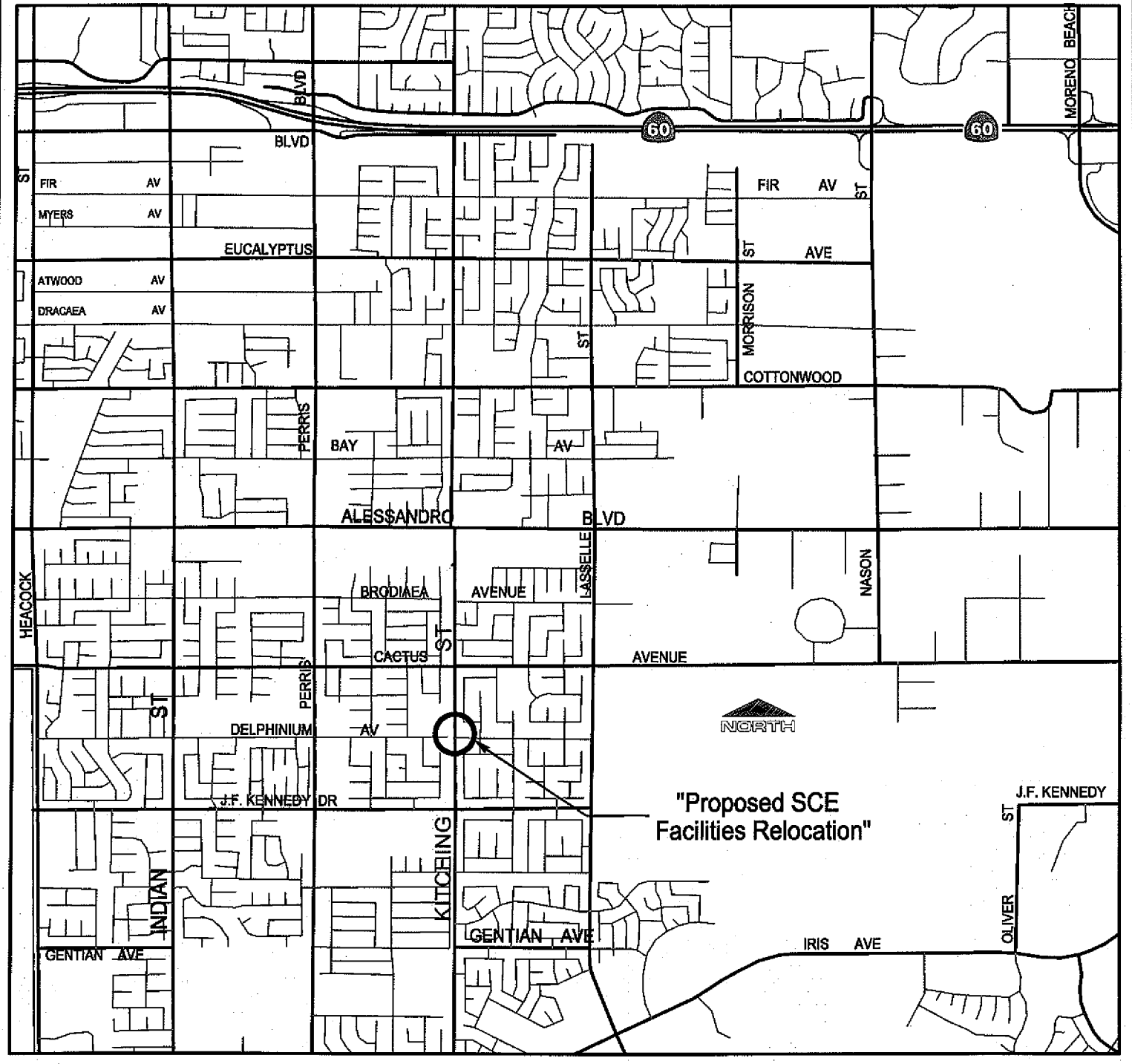

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

SCE FACILITIES RELOCATION AT
KITCHING STREET/DELPHINIUM INTERSECTION
FOR KITCHING STREET IMPROVEMENTS FROM
GENTIAN AVENUE TO CACTUS AVENUE
PROJECT NO. 07-50182425

Attachment "A"

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MV00100721

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR JANUARY, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-28
Check Register for Month of January, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF JANUARY, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period January 1, 2011 through January 31, 2011, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period January 1, 2011 through January 31, 2011, in the total amount of $12,324,061.41 is approved.

APPROVED AND ADOPTED this 22nd day of March, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

BEMUS LANDSCAPE, INC.				
1/31/2011	881973	39,148.55		
			LANDSCAPE MAINT-E4	55.63
			LANDSCAPE MAINT-E4	64.50
			LANDSCAPE MAINT-E4	6,692.26
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
Vendor Total		**39,148.55**		
FYTD for BEMUS LANDSCAPE, INC.		**334,630.49**		
BRUCE W.HULL, MAI				
1/24/2011	205954	25,000.00		
			APPRAISAL SVCS-CFD 4	25,000.00
Vendor Total		**25,000.00**		
FYTD for BRUCE W.HULL, MAI		**25,000.00**		
BUDGET ENTERPRISES, INC.				
1/10/2011	205810	29,430.50		
			CITY HALL WINDOW TINT PROJ	29,430.50
Vendor Total		**29,430.50**		
FYTD for BUDGET ENTERPRISES, INC.		**29,430.50**		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
1/14/2011	2788	33,797.26		
			STATE INCOME TAX W/H 1/14/11	33,797.26
1/28/2011	2796	31,996.00		
			STATE INCOME TAX W/H 1/28/11	31,996.00
Vendor Total		**65,793.26**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**656,332.61**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
1/24/2011	881942	217,392.09		
			DISTRIBUTIONS CHARGES	182,494.95
			SPCL/TEMP CHARGES	10,340.00
			BAD DEBT DEDUCTION	-257.22
			ONLINE UTILITY SVCS	203.97
			CABINET LEASE-INDIAN	29.67
			CABINET LEASE-INDIAN	1,220.33
			CABINET LEASE-IRIS	47.14
			CABINET LEASE-IRIS	1,202.86
			ELECTRIC METER CHARGES	21,752.00
			PRINTED MATERIALS	358.39
Vendor Total		**217,392.09**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,372,719.94**		
GUIDA SURVEYING, INC.				
1/18/2011	881908	25,252.00		
			IRONWOOD AVE/INDIAN BASIN PROJ	14,960.00
			DAY ST IMPRVMNTS PROJ SVCS	10,292.00
Vendor Total		**25,252.00**		
FYTD for GUIDA SURVEYING, INC.		**85,986.00**		
H & H GENERAL CONTRACTORS				
1/31/2011	206118	171,530.10		
			MV UTIL. PROJ CONSTRUCT. SVCS	107,727.30
			MV UTIL. PROJ CONSTRUCT. SVCS	63,802.80
Vendor Total		**171,530.10**		
FYTD for H & H GENERAL CONTRACTORS		**171,530.10**		
HILLCREST CONTRACTING, INC				
1/18/2011	881909	183,063.83		
			KITCHING ST IMPRVMNT PROJ	5,157.58
			KITCHING ST IMPRVMNT PROJ	177,906.25
1/31/2011	881983	298,108.70		
			DAY ST IMPRVMNTS PROJ SVCS	298,108.70
Vendor Total		**481,172.53**		
FYTD for HILLCREST CONTRACTING, INC		**2,537,305.75**		
HUNTINGTON BEACH HONDA				
1/24/2011	205999	27,299.20		
			MOTORCYCLE RPLCMNT-POLICE	14,204.00
			DOC FEE-POLICE	55.00
			CA TIRE FEE-POLICE	3.50
			EQUIPMENT-POLICE	6,540.49
			INSTALLATION/PAINTING-POLICE	4,300.00
			SALES TAX-POLICE	2,196.21
Vendor Total		**27,299.20**		
FYTD for HUNTINGTON BEACH HONDA		**27,299.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE					
	1/14/2011	2787	130,796.36		
				FED INCOME TAX W/H 1/14/11	130,796.36
	1/28/2011	2795	134,868.39		
				FED INCOME TAX W/H 1/28/11	134,868.39
	Vendor Total		**265,664.75**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		
MIRACLE PLAYGROUND SALES					
	1/24/2011	881951	176,943.13		
				DEMO/INSTALL PLAYGRND EQUIP	109,331.76
				DEMO/INSTALL PLAYGRND EQUIP	47,869.74
				CA SALES TAX	8,727.49
				SHIPPING CHGS	11,014.14
	Vendor Total		**176,943.13**		
FYTD for MIRACLE PLAYGROUND SALES			**176,943.13**		
MORENO VALLEY UTILITY					
	1/25/2011	206075	53,779.13		
				ELECTRICITY	150.18
				ELECTRICITY	851.39
				ELECTRICITY	271.07
				ELECTRICITY	2,118.53
				ELECTRICITY	10,312.01
				ELECTRICITY	10,099.88
				ELECTRICITY	2,738.23
				ELECTRICITY	4,858.26
				ELECTRICITY	831.59
				ELECTRICITY	133.19
				ELECTRICITY	12,103.03
				ELECTRICITY	7,021.04
				ELECTRICITY	196.14
				ELECTRICITY	144.98
				ELECTRICITY	93.20
				ELECTRICITY	69.90
				ELECTRICITY	69.90
				ELECTRICITY	141.89
				ELECTRICITY	79.37
				ELECTRICITY	1,495.35
	Vendor Total		**53,779.13**		
FYTD for MORENO VALLEY UTILITY			**526,697.08**		
PERS HEALTH INSURANCE					
	1/7/2011	110102	215,602.65		
				EMPLOYEE HEALTH INS 1/7/11	215,602.65
	Vendor Total		**215,602.65**		
FYTD for PERS HEALTH INSURANCE			**1,389,737.64**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT					
	1/21/2011	2789	194,802.98		
				PERS RETIREMENT 1/21/11	194,802.98
	1/7/2011	2779	199,055.90		
				PERS RETIREMENT 1/7/11	199,055.90
	Vendor Total		**393,858.88**		
FYTD for PERS RETIREMENT			**2,974,953.79**		
PITASSI ARCHITECTS, INC					
	1/10/2011	881888	43,006.63		
				CORPORATE YARD FACILITY PROJ	43,006.63
	Vendor Total		**43,006.63**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110107	46,305.01		
				RETENTN PYMT PER ESCROW AGRMNT	46,305.01
	1/31/2011	881988	666,378.90		
				IRONWOOD AVE/INDIAN BASIN PROJ	41,983.20
				IRONWOOD AVE/INDIAN BASIN PROJ	153,101.83
				IRONWOOD AVE/INDIAN BASIN PROJ	42,521.35
				IRONWOOD AVE/INDIAN BASIN PROJ	428,772.52
	Vendor Total		**712,683.91**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF					
	1/18/2011	881916	2,758,449.61		
				CONTRACT LAW ENF BILL # 3	44,172.56
				CONTRACT LAW ENF BILL # 3	277.89
				CONTRACT LAW ENF BILL # 3	1,569,303.99
				CONTRACT LAW ENF BILL # 3	67,302.19
				CONTRACT LAW ENF BILL # 3	332,039.09
				CONTRACT LAW ENF BILL # 3	6,375.60
				CONTRACT LAW ENF BILL # 3	61,080.61
				CONTRACT LAW ENF BILL # 3	5,429.61
				CONTRACT LAW ENF BILL # 3	75,194.74
				CONTRACT LAW ENF BILL # 3	961.84
				CONTRACT LAW ENF BILL # 3	166,479.31
				CONTRACT LAW ENF BILL # 3	3,390.64
				CONTRACT LAW ENF BILL # 3	275,054.27
				CONTRACT LAW ENF BILL # 3	5,921.74
				CONTRACT LAW ENF BILL # 3	34,273.57
				CONTRACT LAW ENF BILL # 3	271.04
				CONTRACT LAW ENF BILL # 3	43,570.90
				CONTRACT LAW ENF BILL # 3	937.99
				CONTRACT LAW ENF BILL # 3	35,144.43
				CONTRACT LAW ENF BILL # 3	1,955.42
				CONTRACT LAW ENF BILL # 3	28,831.13
				CONTRACT LAW ENF BILL # 3	481.05
	1/31/2011	881989	2,612,636.73		
				CONTRACT LAW ENF BILL # 4	43,966.29
				CONTRACT LAW ENF BILL # 4	638.56
				CONTRACT LAW ENF BILL # 4	1,476,007.46
				CONTRACT LAW ENF BILL # 4	58,161.90
				CONTRACT LAW ENF BILL # 4	338,114.62
				CONTRACT LAW ENF BILL # 4	5,585.36
				CONTRACT LAW ENF BILL # 4	47,355.97
				CONTRACT LAW ENF BILL # 4	9,211.25
				CONTRACT LAW ENF BILL # 4	72,048.74
				CONTRACT LAW ENF BILL # 4	1,354.32
				CONTRACT LAW ENF BILL # 4	151,843.66
				CONTRACT LAW ENF BILL # 4	2,484.24
				CONTRACT LAW ENF BILL # 4	305,308.47
				CONTRACT LAW ENF BILL # 4	7,427.96
				CONTRACT LAW ENF BILL # 4	33,822.28
				CONTRACT LAW ENF BILL # 4	226.16
				CONTRACT LAW ENF BILL # 4	38,730.49
				CONTRACT LAW ENF BILL # 4	20,349.00
	Vendor Total		**5,371,086.34**		
FYTD for RIVERSIDE COUNTY SHERIFF			**15,070,633.49**		
SHELL ENERGY NORTH AMERICA (US) L.P.					
	1/24/2011	206043	468,994.40		
				ELECTRICAL ENERGY PURCHASE	468,994.40
	Vendor Total		**468,994.40**		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.			**4,116,830.00**		

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/3/2011	205788	40,302.98		
				ELECTRICITY	275.11
				ELECTRICITY	11,977.29
				ELECTRICITY	5,234.12
				ELECTRICITY	38.34
				ELECTRICITY	1,751.14
				ELECTRICITY	4,482.44
				ELECTRICITY	285.81
				ELECTRICITY	9,260.73
				ELECTRICITY	498.85
				ELECTRICITY	335.87
				ELECTRICITY	2,950.73
				ELECTRICITY	503.34
				ELECTRICITY	940.49
				ELECTRICITY	672.49
				ELECTRICITY	188.83
				ELECTRICITY	345.68
				ELECTRICITY	22.57
				ELECTRICITY	105.22
				ELECTRICITY	181.04
				ELECTRICITY	163.53
				ELECTRICITY	89.36
	1/3/2011	205789	31,278.74		
				WDAT CHARGES-SUBSTATION	10,447.31
				WDAT CHARGES-FREDERICK	2,386.62
				WDAT CHARGES-NANDINA	3,199.07
				WDAT CHARGES-GLOBE	8,684.55
				WDAT CHARGES-GRAHAM	3,935.97
				WDAT CHARGES-IRIS	2,625.22
	1/18/2011	205911	136,567.18		
				ELECTRICITY	23.06
				ELECTRICITY	260.91
				ELECTRICITY	45.63
				ELECTRICITY	709.03
				ELECTRICITY	1,012.99
				ELECTRICITY	1,473.45
				ELECTRICITY	95,604.30
				ELECTRICITY	36,719.41
				ELECTRICITY	368.26
				ELECTRICITY	92.28
				ELECTRICITY	24.38
				ELECTRICITY	25.99
				ELECTRICITY	65.46
				ELECTRICITY	98.06
				ELECTRICITY	43.97
	1/25/2011	206076	33,175.97		
				ELECTRICITY	526.31
				ELECTRICITY	218.90
				ELECTRICITY	47.13
				ELECTRICITY	5,857.01
				ELECTRICITY	1,060.58
				ELECTRICITY	192.86

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	2,381.91
			ELECTRICITY	19.18
			ELECTRICITY	2,506.80
			ELECTRICITY	558.12
			ELECTRICITY	1,664.77
			ELECTRICITY	721.57
			ELECTRICITY	863.69
			ELECTRICITY	140.12
			ELECTRICITY	3,741.18
			ELECTRICITY	1,010.57
			ELECTRICITY	1,145.53
			ELECTRICITY	22.57
			ELECTRICITY	387.77
			ELECTRICITY	5,761.71
			ELECTRICITY	1,736.44
			ELECTRICITY	255.45
			ELECTRICITY	264.70
			ELECTRICITY	859.11
			ELECTRICITY	143.70
			ELECTRICITY	187.03
			ELECTRICITY	31.62
			ELECTRICITY	21.84
			ELECTRICITY	168.75
			ELECTRICITY	213.66
			ELECTRICITY	147.51
			ELECTRICITY	199.58
			ELECTRICITY	90.54
			ELECTRICITY	27.76
	Vendor Total	**241,324.87**		
FYTD for SOUTHERN CALIFORNIA EDISON		**1,759,082.07**		
STANDARD INSURANCE CO				
1/25/2011	206077	29,819.16		
			LIFE & DISABILITY INSURANCE	11,662.68
			LIFE & DISABILITY INSURANCE	-68.37
			LIFE & DISABILITY INSURANCE	18,236.93
			LIFE & DISABILITY INSURANCE	-12.08
	Vendor Total	**29,819.16**		
FYTD for STANDARD INSURANCE CO		**227,964.72**		
STK ARCHITECTURE, INC.				
1/24/2011	881962	85,849.08		
			MORRISON PRK FIRE STATION PROJ	85,849.08
	Vendor Total	**85,849.08**		
FYTD for STK ARCHITECTURE, INC.		**270,740.17**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. BANK/CALCARDS					
	1/6/2011	110103	112,826.10		
				CALCARD PMT CYCLE END 12/22/10	112,826.10
	1/20/2011	110104	95,683.24		
				CALCARD PYMT CYCLE END 1/7/11	95,683.24
	Vendor Total		**208,509.34**		
FYTD for U.S. BANK/CALCARDS			**1,121,345.00**		
WELLS FARGO CORPORATE TRUST					
	1/25/2011	110110	1,023,839.98		
				INT PYMT-2007 TAB SERIES A	1,023,839.98
	Vendor Total		**1,023,839.98**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.					
	1/18/2011	205932	741,529.00		
				TUMF FEES	235,161.00
				TUMF FEES	506,368.00
	Vendor Total		**741,529.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			**953,476.08**		
WRCRCA					
	1/18/2011	205933	33,159.00		
				DEC-10 RESIDENTIAL FEES	33,159.00
	Vendor Total		**33,159.00**		
FYTD for WRCRCA			**1,271,213.38**		
	Subtotal		**11,147,668.48**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN $25,000				
EXCLUSIVE RM AUTHORITY OF CA				
1/10/2011	205799	10,000.00		
			GENERAL MATTERS	10,000.00
Vendor Total		**10,000.00**		
FYTD for EXCLUSIVE RM AUTHORITY OF CA		**10,000.00**		
3E COMPANY				
1/10/2011	205800	3,907.00		
			SUBSCRIPTION LICENSE/RENEWAL	3,907.00
Vendor Total		**3,907.00**		
FYTD for 3E COMPANY		**3,907.00**		
A & I REPROGRAPHICS 2406362				
1/3/2011	205745	765.17		
			RPRGRPHC SVCS-PERRIS BL WIDEN	765.17
1/10/2011	205801	330.92		
			RPRGRPHCS-SHADOW MTN PARK PROJ	248.19
			RPRGRPHCS-SHADOW MTN PARK PROJ	82.73
1/18/2011	205840	665.44		
			RPRGRPHC SVCS-BRIDGE MAINT PRJ	665.44
1/31/2011	206078	860.37		
			RPRGRPHC SVCS-PERRIS BL WIDEN	265.40
			RPRGRPHC SVCS-SR60/NASON PROJ	594.97
Vendor Total		**2,621.90**		
FYTD for A & I REPROGRAPHICS 2406362		**21,019.27**		
A COMING OF AGE FOSTER FAMILY AGENCY				
1/18/2011	205841	200.00		
			REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		**200.00**		
FYTD for A COMING OF AGE FOSTER FAMILY AGENCY		**200.00**		
ACCESS SECURITY CONTROLS INT., INC.				
1/10/2011	205802	75.00		
			MONITORING SVCS-ERC	75.00
1/24/2011	205938	985.00		
			MONITORING SVCS-GOLF COURSE	75.00
			MONITORING SVCS-S/MEAD MIDDLE	75.00
			MONITORING SVCS-ASES STARS	75.00
			MONITORING SVCS-FS #58	760.00
Vendor Total		**1,060.00**		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		**5,042.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACCOUNTEMPS					
	1/31/2011	206079	2,214.81		
				TEMP SVCS-V ARGUTA W/E 12/24	2,214.81
	Vendor Total		**2,214.81**		
FYTD for ACCOUNTEMPS			**7,155.45**		
ACT MEDIATION					
	1/18/2011	205842	0.00		
				MEDIATION -CASE# RIC 10017492	2,900.00
				VOIDED CHECK #205842 ON1/24/11	-2,900.00
	1/18/2011	205843	5,800.00		
				MEDIATION -CASE# RIC 10017492	5,800.00
	Vendor Total		**5,800.00**		
FYTD for ACT MEDIATION			**5,800.00**		
ADAMS, MARK L.					
	1/3/2011	881812	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ADAMS, MARK L.			**2,231.11**		
ADDICTION MEDICINE CONSULTANTS, INC.					
	1/31/2011	206080	1,375.00		
				DRUG/ALCOHOL TESTING PRGM	1,375.00
	Vendor Total		**1,375.00**		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.			**1,375.00**		
ADDUS HEALTH CARE					
	1/3/2011	205746	500.00		
				REFUND-RNTL DEP 12/13	500.00
	Vendor Total		**500.00**		
FYTD for ADDUS HEALTH CARE			**500.00**		
ADLERHORST INTERNATIONAL INC.					
	1/18/2011	881892	283.34		
				TRAINING FOR PATROL CANINES	283.34
	Vendor Total		**283.34**		
FYTD for ADLERHORST INTERNATIONAL INC.			**18,857.09**		
ADMINSURE					
	1/31/2011	206081	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**18,200.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
1/10/2011	881876	390.00		
			ICE MACHINE MAINT-FS #2	185.00
			ICE MACHINE MAINT-FS #2	10.00
			ICE MACHINE MAINT-FS #65	185.00
			ICE MACHINE MAINT-FS #65	10.00
1/24/2011	881933	1,238.00		
			ICE MACHINE MAINT-FS #58	1,043.00
			ICE MACHINE MAINT-PSB	195.00
	Vendor Total	**1,628.00**		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		**16,596.00**		
ADVANCED ELECTRIC				
1/31/2011	206082	496.00		
			ELECTRICAL REPAIRS-CONF & REC	124.00
			RETROFIT LAMPS @ CITY HALL	372.00
	Vendor Total	**496.00**		
FYTD for ADVANCED ELECTRIC		**7,241.60**		
ADVANTAGE BUSINESS EQUIPMENT, INC				
1/31/2011	206166	153.31		
			BLANK CHECK STOCK-A/P	153.31
	Vendor Total	**153.31**		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		**1,022.20**		
AEI-CASC ENGINEERING				
1/24/2011	881934	1,036.00		
			PROF CONSULTING SVCS-WQMP	1,036.00
	Vendor Total	**1,036.00**		
FYTD for AEI-CASC ENGINEERING		**10,298.04**		
AGUIRRE, LEONOR S				
1/10/2011	205803	1,650.00		
			MOVING EXPENSES-PERRIS BL PROJ	1,650.00
	Vendor Total	**1,650.00**		
FYTD for AGUIRRE, LEONOR S		**1,650.00**		
AHLERS, ROSCEAL				
1/18/2011	205844	152.00		
			INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total	**152.00**		
FYTD for AHLERS, ROSCEAL		**608.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALBERTO'S MEXICAN FOOD					
	1/31/2011	206083	55.97		
				REFUND-BUS LIC OVRPMT	55.97
	Vendor Total		**55.97**		
FYTD for ALBERTO'S MEXICAN FOOD			**55.97**		
ALCORN FENCE COMPANY					
	1/24/2011	205939	22.34		
				REFUND-BUS.LIC OVERPYMT	22.34
	Vendor Total		**22.34**		
FYTD for ALCORN FENCE COMPANY			**22.34**		
ALESSANDRO SMOG TEST ONLY					
	1/24/2011	205940	39.00		
				REFUND-BUS.LIC OVERPYMT	39.00
	Vendor Total		**39.00**		
FYTD for ALESSANDRO SMOG TEST ONLY			**39.00**		
ALL PRO MEDICAL GROUP, INC					
	1/24/2011	205941	40.44		
				REFUND-BUS.LIC OVERPYMT	40.44
	Vendor Total		**40.44**		
FYTD for ALL PRO MEDICAL GROUP, INC			**40.44**		
ALLIANCE BUS LINES INC					
	1/10/2011	205804	257.64		
				TRANSPORTATION SVCS-CHILDS PLC	48.88
				TRANSPORTATION SVCS-CHILDS PLC	208.76
	Vendor Total		**257.64**		
FYTD for ALLIANCE BUS LINES INC			**7,109.27**		
ALLIANZ LIFE INSURANCE CO					
	1/18/2011	205845	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**525.00**		
ALVAREZ, ESPERANZA					
	1/24/2011	205942	300.00		
				REFUND-RNTL DEP 10/23	300.00
	Vendor Total		**300.00**		
FYTD for ALVAREZ, ESPERANZA			**300.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMAZING DISCOUNT STORE					
	1/24/2011	205943	36.00		
				REFUND-BUS.LIC OVERPYMT	36.00
	Vendor Total		**36.00**		
FYTD for AMAZING DISCOUNT STORE			**36.00**		
AMERICA VIETNAM REALTY & FINANCE					
	1/31/2011	206084	22.60		
				REFUND-BUS LIC OVRPMT	22.60
	Vendor Total		**22.60**		
FYTD for AMERICA VIETNAM REALTY & FINANCE			**22.60**		
AMERICAN FORENSIC NURSES					
	1/18/2011	881893	1,191.32		
				BLOOD DRAWS	82.16
				BLOOD DRAWS	1,109.16
	1/24/2011	881935	41.08		
				BLOOD DRAWS	41.08
	1/31/2011	881972	1,550.64		
				BLOOD DRAWS	1,550.64
	Vendor Total		**2,783.04**		
FYTD for AMERICAN FORENSIC NURSES			**17,643.42**		
AMERICAN TOWERS					
	1/10/2011	205805	2,573.48		
				LEASE AGREEMENT	2,573.48
	Vendor Total		**2,573.48**		
FYTD for AMERICAN TOWERS			**10,293.92**		
AMINO, MARCIA					
	1/24/2011	205944	169.76		
				REFUND-CANDIDATE STMNT	169.76
	Vendor Total		**169.76**		
FYTD for AMINO, MARCIA			**169.76**		
AMTECH ELEVATOR SERVICES					
	1/24/2011	205945	210.90		
				ELEVATOR SVC-SENIOR CENTER	210.90
	Vendor Total		**210.90**		
FYTD for AMTECH ELEVATOR SERVICES			**1,271.69**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANAYA, KIM REYE					
	1/18/2011	205846	93.00		
				MILEAGE REIMBURSEMENT	93.00
	Vendor Total		**93.00**		
FYTD for ANAYA, KIM REYE			**239.90**		
ANDREWS-BAKER, SUE					
	1/24/2011	205946	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for ANDREWS-BAKER, SUE			**375.00**		
ANIMAL HEALTH AND SANITARY SUPPLY					
	1/10/2011	205806	170.37		
				CLEANING SOLUTIONS-ANML SHLTR	170.37
	Vendor Total		**170.37**		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY			**783.14**		
ANIMAL PEST MANAGEMENT SERVICES, INC.					
	1/24/2011	205947	1,790.00		
				PEST CNTRL SVC-CFD #1	160.00
				PEST CNTRL SVC-GOLF COURSE	180.00
				PEST CNTRL SVC-STARS BLDG	100.00
				PEST CNTRL SVC-CITY PARKS	665.00
				PEST CNTRL SVC-CITY PARKS	255.00
				PEST CNTRL SVC-MARCH CHILDCARE	330.00
				PEST CNTRL SVC-MARCH C/C & PAL	100.00
	Vendor Total		**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.			**12,530.00**		
APPLIANCE DISCOUNTERS					
	1/3/2011	205747	27.95		
				REFUND-BUS LIC OVRPMT	27.95
	Vendor Total		**27.95**		
FYTD for APPLIANCE DISCOUNTERS			**27.95**		
ARCHIVE MANAGEMENT SERVICE					
	1/24/2011	881936	1,172.51		
				OFF SITE STORAGE-CITY CLERKS	1,172.51
	Vendor Total		**1,172.51**		
FYTD for ARCHIVE MANAGEMENT SERVICE			**9,853.37**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARROWHEAD WATER					
	1/10/2011	205807	365.78		
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRAILER	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
				WATER PURIF RNTL-EOC	25.00
	1/24/2011	205948	0.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
				VOIDED CHECK#205948 ON1/25/11	-25.00
	1/25/2011	206074	125.00		
				WATER PURIF RNTL-SENIOR CENTER	25.00
				WATER PURIF RNTL-SPECIAL DIST.	25.00
				WATER PURIF RNTL-T/S ANNEX	25.00
				WATER PURIF RNTL-FAC. ANNEX	25.00
				WATER PURIF RNTL-C & R	25.00
	1/31/2011	206085	365.78		
				WATER PURIF RNTL-STARS BLDG	25.00
				WATER PURIF RNTL-CITY HALL	125.01
				WATER PURIF RNTL-CITY YARD	25.00
				WATER PURIF RNTL-TRFFC TRLR	25.00
				WATER PURIF RNTL-LIBRARY	25.00
				WATER PURIF RNTL-FS #6	25.00
				WATER PURIF RNTL-FS #48	25.00
				WATER PURIF RNTL-FS #2	25.00
				WATER PURIF RNTL-FS #58	15.77
				WATER PURIF RNTL-FS #91	25.00
				WATER PURIF RNTL-FS #65	25.00
	Vendor Total		**856.56**		
FYTD for ARROWHEAD WATER			**4,187.06**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AT&T MOBILITY					
	1/18/2011	205847	91.87		
				CELL PHONE CHRGS-PD COMND CTR	91.87
	1/31/2011	206086	91.98		
				CELL PHONE SVC-PD MBL CTR	91.98
	Vendor Total		**183.85**		
FYTD for AT&T MOBILITY			**734.78**		
AT&T/MCI					
	1/18/2011	205848	183.36		
				COMMUNICATIONS SVCS-PD	183.36
	Vendor Total		**183.36**		
FYTD for AT&T/MCI			**1,284.66**		
AUDREY PATRICK REPORTING SERVICES					
	1/31/2011	206087	1,065.00		
				LEGAL TRANSCRIPTION SVCS	1,065.00
	Vendor Total		**1,065.00**		
FYTD for AUDREY PATRICK REPORTING SERVICES			**4,891.16**		
AUTOMATED GATE SERVICES, INC					
	1/10/2011	205808	41.34		
				REFUND-BUS LIC OVRPMT	41.34
	Vendor Total		**41.34**		
FYTD for AUTOMATED GATE SERVICES, INC			**41.34**		
AVILA, BRENDA					
	1/24/2011	205949	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for AVILA, BRENDA			**20.00**		
AWAD, SAAD					
	1/24/2011	205950	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for AWAD, SAAD			**50.00**		
AYARS, MARGARET E.					
	1/3/2011	881813	956.19		
				OCT - DEC '10, PAID Jan '11	956.19
	Vendor Total		**956.19**		
FYTD for AYARS, MARGARET E.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BACHER, GRACE					
	1/3/2011	205748	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**2,152.33**		
BANFORD, SHERI					
	1/31/2011	206088	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for BANFORD, SHERI			**50.00**		
BARNES, DARLENE					
	1/3/2011	881814	114.50		
				DEC '10, PAID JAN '11	114.50
	Vendor Total		**114.50**		
FYTD for BARNES, DARLENE			**916.00**		
BASHIR, MUHAMMAD					
	1/18/2011	205849	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for BASHIR, MUHAMMAD			**200.00**		
BAYER APPRAISALS					
	1/24/2011	205951	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for BAYER APPRAISALS			**1,500.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.					
	1/18/2011	881894	16,037.60		
				LANDSCAPE MAINT-ZONE E-4	19.00
				LANDSCAPE MAINT-ZONE E-4/E-4A	15,650.96
				LANDSCAPE MAINT-ZONE E-4/E-4A	367.64
	1/24/2011	881937	13,255.58		
				LANDSCAPE MAINT-CORP. YARD	250.00
				LANDSCAPE MAINT-ANIMAL SHELTER	520.00
				LANDSCAPE MAINT-C & R	1,900.00
				LANDSCAPE MAINT-STARS BLDG	300.00
				LANDSCAPE MAINT-PSB	1,197.58
				LANDSCAPE MAINT-UTILITIES	480.00
				LANDSCAPE MAINT-ELECTRIC SUBST	630.00
				LANDSCAPE MAINT-PUBLIC LIBRARY	520.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-CFD #1	1,900.00
				LANDSCAPE MAINT-CFD #1	400.00
				LANDSCAPE MAINT-PARKS	735.00
				LANDSCAPE MAINT-PARKS	262.50
				LANDSCAPE MAINT-PARKS	525.00
				LANDSCAPE MAINT-PARKS	850.50
				LANDSCAPE MAINT-PARKS	1,785.00
				LANDSCAPE MAINT-PARKS	600.00
	Vendor Total		**29,293.18**		
FYTD for BEMUS LANDSCAPE, INC.			**334,630.49**		
BENESYST, INC.					
	1/24/2011	205952	1,020.22		
				FLEX ADMIN SVCS-HR	220.61
				FLEX ADMIN SVCS-HR	309.61
				COBRA ADMIN SVCS-HR	245.00
				COBRA ADMIN SVCS-HR	245.00
	Vendor Total		**1,020.22**		
FYTD for BENESYST, INC.			**4,479.68**		
BIO-TOX LABORATORIES					
	1/18/2011	205850	34.23		
				TOXICOLOGY TESTS	34.23
	Vendor Total		**34.23**		
FYTD for BIO-TOX LABORATORIES			**36,839.23**		
BOBO II, FELIX					
	1/18/2011	205851	77.00		
				MILEAGE REIMBURSEMENT	77.00
	Vendor Total		**77.00**		
FYTD for BOBO II, FELIX			**815.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BORNSHEUER, BRENDA					
	1/24/2011	205953	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for BORNSHEUER, BRENDA			**20.00**		
BPC MEDIA WORKS, LLC					
	1/31/2011	206089	1,530.00		
				ADVERTISING SVCS-EDD	1,530.00
	Vendor Total		**1,530.00**		
FYTD for BPC MEDIA WORKS, LLC			**1,530.00**		
BPS TACTICAL, INC					
	1/10/2011	205809	277.31		
				BALLISTIC VEST-PD	277.31
	Vendor Total		**277.31**		
FYTD for BPS TACTICAL, INC			**940.20**		
BRANDON'S DINER, INC.					
	1/3/2011	205749	750.00		
				REFUND-RNTL DEP 12/16	750.00
	Vendor Total		**750.00**		
FYTD for BRANDON'S DINER, INC.			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.					
	1/24/2011	881938	2,766.75		
				MISC BOOKS-LIBRARY	24.37
				MISC BOOKS-LIBRARY	31.60
				MISC BOOKS-LIBRARY	21.36
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	64.13
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	109.69
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	28.04
				MISC BOOKS-LIBRARY	43.95
				MISC BOOKS-LIBRARY	24.41
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	59.34
				MISC BOOKS-LIBRARY	59.14
				MISC BOOKS-LIBRARY	33.06
				MISC BOOKS-LIBRARY	313.88
				MISC BOOKS-LIBRARY	63.70
				MISC BOOKS-LIBRARY	27.40
				MISC BOOKS-LIBRARY	18.36
				MISC BOOKS-LIBRARY	245.71
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	295.27
				MISC BOOKS-LIBRARY	39.56
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.99
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	29.41
				MISC BOOKS-LIBRARY	43.14
				MISC BOOKS-LIBRARY	608.12
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	22.59
				MISC BOOKS-LIBRARY	21.38
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	180.92
				MISC BOOKS-LIBRARY	43.23
	1/31/2011	881974	43.17		
				MISC BOOKS-LIBRARY	43.17
	Vendor Total		**2,809.92**		
FYTD for BRODART CO.			**24,625.26**		
BUCKINGHAM, STAN					
	1/3/2011	205750	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUSH, DUNCAN					
	1/31/2011	206090	3.01		
				REFUND-UT USER TAXES	3.01
	Vendor Total		**3.01**		
FYTD for BUSH, DUNCAN			**3.01**		
BWI - BOOK WHOLESALERS, INC.					
	1/24/2011	205955	72.12		
				MISC BOOKS-LIBRARY	72.12
	1/31/2011	206091	658.38		
				MISC BOOKS-LIBRARY	658.38
	Vendor Total		**730.50**		
FYTD for BWI - BOOK WHOLESALERS, INC.			**14,612.53**		
CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM					
	1/31/2011	206092	400.00		
				VALUATION SVCS-EMPLYR CONT RAT	400.00
	Vendor Total		**400.00**		
FYTD for CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM			**400.00**		
CAIN, GREGORY					
	1/3/2011	881815	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**2,231.11**		
CALIFORNIA BUILDING STANDARDS COMMISSION					
	1/18/2011	205852	487.80		
				SB 1473 FEES COLLECTED	487.80
	Vendor Total		**487.80**		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION			**1,333.80**		
CALIFORNIA MOBILE HOMES SVCS, INC					
	1/31/2011	206093	40.00		
				REFUND-BUS LIC OVRPMT	40.00
	Vendor Total		**40.00**		
FYTD for CALIFORNIA MOBILE HOMES SVCS, INC			**40.00**		
CALIFORNIA TRANSCRIPTION, LLC					
	1/31/2011	881975	85.29		
				TRANSCRIPTION SVCS	85.29
	Vendor Total		**85.29**		
FYTD for CALIFORNIA TRANSCRIPTION, LLC			**379.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALPERS					
	1/24/2011	205956	21,621.60		
				4TH LEVEL SURVIVOR BNFT	21,621.60
	Vendor Total		**21,621.60**		
FYTD for CALPERS			**1,585,621.60**		
CANNON, ANA M.					
	1/3/2011	881816	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CANNON, ANA M.			**2,056.56**		
CANON FINANCIAL SERVICES, INC.					
	1/10/2011	205811	7,590.68		
				COPIERS-LEASE	7,059.29
				COPIERS-LEASE SALES TAX	531.39
	Vendor Total		**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.			**53,134.76**		
CARTER, ROSALYN					
	1/3/2011	881817	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CARTER, ROSALYN			**2,325.18**		
CASCADE DRILLING, LP					
	1/24/2011	205957	32.85		
				REFUND-BUS.LIC OVERPYMT	32.85
	Vendor Total		**32.85**		
FYTD for CASCADE DRILLING, LP			**32.85**		
CASTRO, VERNITA					
	1/18/2011	205853	200.00		
				REFUND-TOWNGATE DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for CASTRO, VERNITA			**200.00**		
CAVENAUGH & ASSOCIATES					
	1/18/2011	881895	499.00		
				D.U.I. SEMINAR MAR 14-18, 2011	499.00
	Vendor Total		**499.00**		
FYTD for CAVENAUGH & ASSOCIATES			**499.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX					
	1/10/2011	205812	468.12		
				CEMENT PURCHASE	468.12
	Vendor Total		**468.12**		
FYTD for CEMEX			**5,006.90**		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS					
	1/31/2011	206094	210.00		
				PRE-EMPLOYMENT PHYSICALS	210.00
	Vendor Total		**210.00**		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS			**7,684.00**		
CENTURY 21/ LOIS LAUER, INC					
	1/24/2011	205958	91.30		
				REFUND-BUS.LIC OVERPYMT	91.30
	Vendor Total		**91.30**		
FYTD for CENTURY 21/ LOIS LAUER, INC			**91.30**		
CHANCY, CHIZURU					
	1/31/2011	206095	140.40		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
				INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
	Vendor Total		**140.40**		
FYTD for CHANCY, CHIZURU			**936.00**		
CHANDLER ASSET MANAGEMENT, INC					
	1/18/2011	881896	8,834.00		
				INVESTMENT MGMT.	8,834.00
	Vendor Total		**8,834.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**61,659.00**		
CHAPMAN, STEVE					
	1/3/2011	205751	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**2,231.11**		
CHAPPELL, ISAAC					
	1/3/2011	881818	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHERRY VALLEY FEED					
	1/18/2011	205854	140.26		
				DOG FOOD & MISC.	140.26
	Vendor Total		**140.26**		
FYTD for CHERRY VALLEY FEED			**776.30**		
CHICO, DANIEL					
	1/18/2011	205855	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for CHICO, DANIEL			**885.00**		
CHRISTIAN, OWEN					
	1/3/2011	881819	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**1,397.06**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION					
	1/3/2011	205752	69.56		
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-CFD#1	13.74
				UNIFORM RNTL SVC-GOLF COURSE	5.63
	1/10/2011	205813	212.33		
				UNIFORM RNTL SVC-EQUIP MAINT	48.62
				UNIFORM RNTL SVC-EQUIP MAINT	25.62
				UNIFORM RNTL SVC-TRFFC SGNL MA	20.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
				UNIFORM RNTL SVC-TREE MAINT CR	9.18
				UNIFORM RNTL SVC-ST SWEEPER OP	6.12
				UNIFORM RNTL SVC-DRAIN MAINT	3.06
				UNIFORM RNTL SVC-STREET MAINT	48.06
				UNIFORM RNTL SVC-CONC MAINT	9.18
				UNIFORM RNTL SVC-FAC MAINT	16.70
	1/18/2011	205856	118.94		
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-SIGNS/STRIP	15.82
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-CFD #1	13.74
				UNIFORM RNTL SVC-GOLF COURSE	5.63
	1/24/2011	205959	269.96		
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PARKS	50.19
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-PURCHASING	3.92
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-FAC.MAINT.	16.70
				UNIFORM RNTL SVC-GOLF STAFF	5.63
				UNIFORM RNTL SVC-GOLF STAFF	5.63
				UNIFORM RNTL SVC-TRAFFICSIGNAL	12.79
				UNIFORM RNTL SVC-SIGNS/STRIPS	15.82
				UNIFORM RNTL SVC-CFD #1 STAFF	13.74
	1/31/2011	206096	114.87		
				UNIFORM RNTL SVC-PARKS STAFF	50.19
				UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
				UNIFORM RNTL SVC-SIGNING STAFF	15.82
				UNIFORM RNTL SVC-CFD#1 STAFF	13.74
				UNIFORM RNTL SVC-FAC MAINT	16.70
				UNIFORM RNTL SVC-GOLF STAFF	5.63

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
Vendor Total		785.66		
FYTD for CINTAS CORPORATION		**6,737.78**		
CIOTTI, MARTIN AND/OR FLORENCE				
1/24/2011	205960	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CIOTTI, MARTIN AND/OR FLORENCE		**20.00**		
CITY OF MORENO VALLEY VEBA TRUST				
1/18/2011	881897	4,125.00		
			EXEMPT VEBA	4,125.00
Vendor Total		4,125.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		**28,687.50**		
CITY OF RIVERSIDE				
1/6/2011	205798	80.00		
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
1/24/2011	205961	80.00		
			ATTND-M DAWSON/R TEICHERT	40.00
			ATTND-M DAWSON/R TEICHERT	40.00
Vendor Total		160.00		
FYTD for CITY OF RIVERSIDE		**3,083.37**		
CLEAN AIR SMOG				
1/24/2011	205962	42.50		
			REFUND-BUS.LIC OVERPYMT	42.50
Vendor Total		42.50		
FYTD for CLEAN AIR SMOG		**42.50**		
CLOVER ENTERPRISES, INC				
1/3/2011	205753	42.90		
			REFUND-BUS LIC OVRPMT	42.90
Vendor Total		42.90		
FYTD for CLOVER ENTERPRISES, INC		**42.90**		
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC				
1/18/2011	205857	50.00		
			ANNUAL MEMBERSHIP 1/1-12/31/11	50.00
Vendor Total		50.00		
FYTD for CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC		**50.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CNOA REGION IV					
	1/31/2011	206097	280.00		
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
				2/10/11 ADV. UNDERCVR OPS TRNG	40.00
	Vendor Total		**280.00**		
FYTD for CNOA REGION IV			**280.00**		
CNOA REGION V					
	1/24/2011	205963	405.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
				2/23/11 ADV GANG AWARENESS TRN	45.00
	1/31/2011	206098	45.00		
				2/23/11 ADV GANG AWARENESS TRN	45.00
	Vendor Total		**450.00**		
FYTD for CNOA REGION V			**450.00**		
CO, MARCELO					
	1/24/2011	205964	106.23		
				REFUND-CANDIDATE STMNT	106.23
	Vendor Total		**106.23**		
FYTD for CO, MARCELO			**106.23**		
COLONIAL SUPPLEMENTAL INSURANCE					
	1/24/2011	205965	6,605.89		
				SUPPLEMENTAL INSURANCE	6,605.89
	1/31/2011	206099	7,166.44		
				SUPPLEMENTAL INSURANCE	7,166.44
	Vendor Total		**13,772.33**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE			**56,444.03**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY HEALTH CHARITIES					
	1/3/2011	205754	126.47		
				CHC CONTRIBUTIONS	126.47
	1/18/2011	205858	186.31		
				CHC CONTRIBUTIONS	186.31
	1/31/2011	206100	186.31		
				CHC CONTRIBUTIONS	186.31
	Vendor Total		**499.09**		
FYTD for COMMUNITY HEALTH CHARITIES			**2,443.20**		
CONTINUING EDUCATION OF THE BAR					
	1/18/2011	205859	117.72		
				LEGAL PUBLICATION SUBSCPTNS	117.72
	Vendor Total		**117.72**		
FYTD for CONTINUING EDUCATION OF THE BAR			**795.57**		
CONTRERAS, ROBERT					
	1/24/2011	205966	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for CONTRERAS, ROBERT			**20.00**		
CORPIN, RUBY					
	1/24/2011	205967	75.00		
				INSTRUCTOR SVCS-CPR	75.00
	Vendor Total		**75.00**		
FYTD for CORPIN, RUBY			**75.00**		
COSTCO					
	1/3/2011	205755	2,326.44		
				MISC SUPPLIES-STARS	281.45
				MISC SUPPLIES-STARS	356.24
				MISC SUPPLIES-STARS	306.69
				MISC SUPPLIES-CHILDS PLACE	1,382.06
	1/24/2011	205968	292.98		
				MISC SUPPLIES-STARS PROGRAM	138.60
				MISC SUPPLIES-STARS PROGRAM	30.06
				MISC SUPPLIES-ECON.DEV.	21.09
				MISC SUPPLIES-STARS PROGRAM	103.23
	1/31/2011	206101	399.34		
				MISC SUPPLIES-SKATE PARK	193.42
				MISC SUPPLIES-STARS	205.92
	Vendor Total		**3,018.76**		
FYTD for COSTCO			**33,059.90**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNSELING TEAM, THE					
	1/31/2011	206102	1,250.00		
				EMP COUNSELING SVCS	1,250.00
	Vendor Total		**1,250.00**		
FYTD for COUNSELING TEAM, THE			**10,000.00**		
COUNTY OF RIVERSIDE - RMAP					
	1/10/2011	205814	42.70		
				RECORDATION REQUESTS-LAND DEV	42.70
	Vendor Total		**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP			**297.45**		
COUNTY OF RIVERSIDE AUDITOR					
	1/18/2011	205860	18,232.67		
				PARKING CONTROL FEES-CODE	16,334.67
				PARKING CONTROL FEES-CODE	1,898.00
	Vendor Total		**18,232.67**		
FYTD for COUNTY OF RIVERSIDE AUDITOR			**175,501.03**		
COVENTRY PET RESORT					
	1/24/2011	881939	110.31		
				MISC K-9 FOOD-PD	101.43
				MISC K-9 FOOD-PD	8.88
	Vendor Total		**110.31**		
FYTD for COVENTRY PET RESORT			**659.50**		
CREATIVE SOLUTIONS FOR KIDS & FAMILIES					
	1/3/2011	205756	650.00		
				REFUND-RNTL DEP 12/19	650.00
	Vendor Total		**650.00**		
FYTD for CREATIVE SOLUTIONS FOR KIDS & FAMILIES			**650.00**		
CRITICAL REACH					
	1/24/2011	205969	265.00		
				2011 TRAK SUPPORT FEES	265.00
	Vendor Total		**265.00**		
FYTD for CRITICAL REACH			**265.00**		
CROSS, GWENDOLYN					
	1/24/2011	205970	110.13		
				REFUND-CANDIDATE STMNT	110.13
	Vendor Total		**110.13**		
FYTD for CROSS, GWENDOLYN			**110.13**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CROSSAN, RICK					
	1/31/2011	206103	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for CROSSAN, RICK			**75.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH					
	1/31/2011	206104	578.00		
				HEALTH PERMIT RNWL-SNNYMD PARK	578.00
	Vendor Total		**578.00**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			**11,905.36**		
CURRIER SANCHEZ CHIROPRACTIC					
	1/24/2011	205971	69.00		
				REFUND-BUS.LIC OVERPYMT	69.00
	Vendor Total		**69.00**		
FYTD for CURRIER SANCHEZ CHIROPRACTIC			**69.00**		
DACOLIAS, RAYMOND					
	1/18/2011	205861	266.00		
				INSTRUCTION SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for DACOLIAS, RAYMOND			**684.00**		
DALE, KATHLEEN					
	1/3/2011	881820	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for DALE, KATHLEEN			**2,212.27**		
DATA TICKET, INC.					
	1/10/2011	881877	690.00		
				CITATION PRCSSNG-BLDG/SFTY	69.50
				CITATION PRCSSNG-ANML SVCS	620.50
	1/18/2011	881898	15,614.64		
				ADMIN CITATION PROCESSING	4,754.35
				CODE CITATION PROCESSING	10,860.29
	1/24/2011	881940	1,183.30		
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-PARKING	105.00
				CITATION PROCESSING-CODE	973.30
	Vendor Total		**17,487.94**		
FYTD for DATA TICKET, INC.			**143,504.29**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DATAQUICK CORPORATE HEADQUARTERS					
	1/24/2011	205972	130.50		
				ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total		**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS			**913.50**		
DAVID TRUNG DUC NGUYEN, MD					
	1/31/2011	206105	75.00		
				REFUND-BUS LIC OVRPMT	75.00
	Vendor Total		**75.00**		
FYTD for DAVID TRUNG DUC NGUYEN, MD			**75.00**		
DEFINITIVE FINANCIAL SOLUTIONS, LLC					
	1/10/2011	205815	4,875.00		
				CONSULTING SERVICES	4,875.00
	Vendor Total		**4,875.00**		
FYTD for DEFINITIVE FINANCIAL SOLUTIONS, LLC			**4,875.00**		
DEL REY APPRAISAL SRVCS					
	1/24/2011	205973	250.00		
				APPRAISAL SVC-NSP	250.00
	Vendor Total		**250.00**		
FYTD for DEL REY APPRAISAL SRVCS			**1,750.00**		
DELTA DENTAL					
	1/24/2011	205974	11,518.03		
				EMPLOYEE DENTAL INSURANCE	11,518.03
	Vendor Total		**11,518.03**		
FYTD for DELTA DENTAL			**79,369.50**		
DELTACARE USA					
	1/24/2011	205975	6,166.01		
				EMPLOYEE DENTAL INSURANCE	6,166.01
	Vendor Total		**6,166.01**		
FYTD for DELTACARE USA			**44,167.60**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DENNIS GRUBB & ASSOCIATES, LLC				
1/10/2011	881878	455.00		
			PLAN REVIEW SVCS-FIRE PREV	455.00
1/18/2011	881899	5,430.00		
			PLAN REVIEW SERVICES	2,300.00
			PLAN REVIEW SERVICES	3,130.00
1/31/2011	881976	930.00		
			PLAN REVIEW SERVICES-FIRE PREV	930.00
	Vendor Total	**6,815.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		**53,295.00**		
DEPARTMENT OF CONSERVATION				
1/13/2011	205839	991.51		
			SMI FEES LESS 5% RETAINAGE	1,043.69
			SMI FEES LESS 5% RETAINAGE	-52.18
	Vendor Total	**991.51**		
FYTD for DEPARTMENT OF CONSERVATION		**2,409.37**		
DESIGN WORKS				
1/18/2011	205862	58.50		
			YOUTH SPORTS UNIFORMS	58.50
	Vendor Total	**58.50**		
FYTD for DESIGN WORKS		**9,450.60**		
DLS LANDSCAPE, INC				
1/24/2011	205976	12,390.00		
			LANDSCAPE MAINT-CFD #1	2,160.00
			LANDSCAPE MAINT-ZONE A	10,230.00
	Vendor Total	**12,390.00**		
FYTD for DLS LANDSCAPE, INC		**86,730.00**		
DORY, ALLEEN F.				
1/3/2011	205757	229.88		
			RETIREE MED JAN '11	229.88
	Vendor Total	**229.88**		
FYTD for DORY, ALLEEN F.		**1,397.06**		
DUNN, LAURA ISABEL GARCIA				
1/18/2011	881900	152.00		
			INSTRUCTIONAL SERVICES	152.00
	Vendor Total	**152.00**		
FYTD for DUNN, LAURA ISABEL GARCIA		**380.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.G. BRENNAN & CO, LLC					
	1/10/2011	881879	203.91		
				FOLDING MACHINE PART-FASD	187.50
				FOLDING MACHINE PART-TAX	16.41
	Vendor Total		**203.91**		
FYTD for E.G. BRENNAN & CO, LLC			**203.91**		
E.R. BLOCK PLUMBING & HEATING, INC.					
	1/18/2011	205863	140.00		
				BACKFLOW TESTING IN ZONE D	140.00
	1/31/2011	206106	180.00		
				BACKFLOW TESTING-E3	80.00
				BACKFLOW TESTING-ZONE M	100.00
	Vendor Total		**320.00**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**13,897.06**		
E5, INC.					
	1/31/2011	206107	4,655.00		
				AB32 VERIFICATION SVCS-UTILITY	4,655.00
	Vendor Total		**4,655.00**		
FYTD for E5, INC.			**4,655.00**		

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
1/3/2011	205758	5,436.35		
			WATER CHARGES	207.74
			WATER CHARGES	1,565.50
			WATER CHARGES	556.49
			WATER CHARGES	41.27
			WATER CHARGES	2,413.99
			WATER CHARGES	275.56
			WATER CHARGES	112.33
			WATER CHARGES	137.47
			WATER CHARGES	63.00
			WATER CHARGES	63.00
1/10/2011	205816	9,216.64		
			WATER CHARGES	82.19
			WATER CHARGES	89.66
			WATER CHARGES	90.63
			WATER CHARGES	125.73
			WATER CHARGES	336.24
			WATER CHARGES	2,641.63
			WATER CHARGES	61.29
			WATER CHARGES	2,275.89
			WATER CHARGES	140.58
			WATER CHARGES	904.26
			WATER CHARGES	1,716.30
			WATER CHARGES	23.16
			WATER CHARGES	195.00
			WATER CHARGES	104.93
			WATER CHARGES	347.46
			WATER CHARGES	81.69
1/18/2011	205864	15,196.99		
			WATER CHARGES	807.88
			WATER CHARGES	194.25
			WATER CHARGES	699.83
			WATER CHARGES	735.43
			WATER CHARGES	36.00
			WATER CHARGES	600.12
			WATER CHARGES	1,037.62
			WATER CHARGES	90.61
			WATER CHARGES	2,911.27
			WATER CHARGES	291.12
			WATER CHARGES	1,365.36
			WATER CHARGES	406.29
			WATER CHARGES	964.12
			WATER CHARGES	1,311.40
			WATER CHARGES	870.38
			WATER CHARGES	708.34
			WATER CHARGES	30.92
			WATER CHARGES	538.98
			WATER CHARGES	424.93
			WATER CHARGES	268.17
			WATER CHARGES	106.19
			WATER CHARGES	202.60
			WATER CHARGES	123.32
			WATER CHARGES	4.03

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	356.23
			WATER CHARGES	111.60
1/24/2011	205977	6,438.78		
			WATER CHARGES	115.44
			WATER CHARGES	963.58
			WATER CHARGES	560.84
			WATER CHARGES	142.33
			WATER CHARGES	534.12
			WATER CHARGES	2,163.24
			WATER CHARGES	72.02
			WATER CHARGES	56.54
			WATER CHARGES	257.86
			WATER CHARGES	149.51
			WATER CHARGES	233.82
			WATER CHARGES	170.92
			WATER CHARGES	296.47
			WATER CHARGES	625.89
			WATER CHARGES	96.20
1/31/2011	206108	7,201.44		
			WATER CHARGES	269.28
			WATER CHARGES	111.87
			WATER CHARGES	253.18
			WATER CHARGES	53.43
			WATER CHARGES	161.75
			WATER CHARGES	218.23
			WATER CHARGES	1,098.92
			WATER CHARGES	227.43
			WATER CHARGES	89.91
			WATER CHARGES	2,402.13
			WATER CHARGES	636.83
			WATER CHARGES	986.29
			WATER CHARGES	15.56
			WATER CHARGES	90.23
			WATER CHARGES	20.97
			WATER CHARGES	229.05
			WATER CHARGES	42.64
			WATER CHARGES	149.74
			WATER CHARGES	72.00
			WATER CHARGES	72.00
Vendor Total		**43,490.20**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,020,288.47**		

EDGELANE MOBILE PARK

1/24/2011	881941	12.47		
			REFUND UTILITY USER TAXES	12.47
Vendor Total		**12.47**		
FYTD for EDGELANE MOBILE PARK		**75.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EGGERSTEN, ANNE					
	1/3/2011	205759	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE			**2,159.26**		
EL RANCHO MEXICAN RESTAURANT					
	1/31/2011	206109	71.00		
				REFUND-BUS LIC OVRPMT	71.00
	Vendor Total		**71.00**		
FYTD for EL RANCHO MEXICAN RESTAURANT			**71.00**		
EMPIRE ECONOMICS, INC.					
	1/24/2011	205978	18,250.00		
				MARKET ABSORPTION STUDY-CFD 4	18,250.00
	Vendor Total		**18,250.00**		
FYTD for EMPIRE ECONOMICS, INC.			**18,250.00**		
EMPLOYMENT DEVELOPMENT DEPARTMENT					
	1/4/2011	2781	500.00		
				DEP STATE INC TAX W/H 1/4/11	500.00
	Vendor Total		**500.00**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT			**656,332.61**		
ENCO UTILITY SERVICES MORENO VALLEY LLC					
	1/18/2011	881901	18,085.92		
				WORK AUTHORIZATION 40-203 EPC	5,750.00
				HIGHLAND FAIRVIEW - PM 35629	5,680.22
				WORK AUTHORIZATION # 40-239B	6,655.70
	1/31/2011	881977	19,744.18		
				12KV NEW REDLAND CKT WORK	7,444.99
				PROF SVCS-WASTE MGT FACILITY	5,019.90
				PROF SVCS-HIGHLAND FAIRVIEW	892.65
				PROF SVCS-HIGHLAND FAIRVIEW	6,337.85
				PROF SVCS-DIST SUBSTATION PLAN	48.79
	Vendor Total		**37,830.10**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC			**1,372,719.94**		
ESCROW ONE - MORENO VALLEY					
	1/24/2011	205979	20.02		
				REFUND-BUS.LIC OVERPYMT	20.02
	Vendor Total		**20.02**		
FYTD for ESCROW ONE - MORENO VALLEY			**20.02**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESPINOZA, JOE A					
	1/18/2011	205865	228.00		
				INSTRUCTIONAL SERVICES	228.00
	Vendor Total		**228.00**		
FYTD for ESPINOZA, JOE A			**1,216.00**		
EVANS ENGRAVING & AWARDS					
	1/18/2011	881902	13.05		
				2" X 9" WOODGRAIN NAME PLATE	13.05
	1/24/2011	881943	21.75		
				ENGRAVING SVCS-PARKS	21.75
	Vendor Total		**34.80**		
FYTD for EVANS ENGRAVING & AWARDS			**701.36**		
EXCEL LANDSCAPE, INC					
	1/18/2011	205866	9,328.43		
				LANDSCAPE MAINTENANCE	1,070.36
				LANDSCAPE MAINTENANCE	1,501.98
				LANDSCAPE MAINTENANCE	2,777.17
				LANDSCAPE MAINTENANCE	3,978.92
	1/24/2011	205980	3,461.07		
				LANDSCAPE MAINT-E14	3,461.07
	1/31/2011	206110	5,632.34		
				LANDSCAPE MAINT-E15	1,070.36
				LANDSCAPE MAINT-E8	1,501.98
				LANDSCAPE MAINT-E8	3,060.00
	Vendor Total		**18,421.84**		
FYTD for EXCEL LANDSCAPE, INC			**98,540.15**		
FAMILY FISH MARKET					
	1/24/2011	205981	74.07		
				REFUND-BUS.LIC OVERPYMT	74.07
	Vendor Total		**74.07**		
FYTD for FAMILY FISH MARKET			**74.07**		
FEEKEN, KARL					
	1/24/2011	205982	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for FEEKEN, KARL			**20.00**		
FEENSTRA, JOHN					
	1/3/2011	881821	361.25		
				RETIREE MED JAN '11	361.25
	Vendor Total		**361.25**		
FYTD for FEENSTRA, JOHN			**2,528.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FENCING BY ACREY, INC					
	1/24/2011	205983	31.50		
				REFUND-BUS.LIC OVERPYMT	31.50
	Vendor Total		**31.50**		
FYTD for FENCING BY ACREY, INC			**31.50**		
FIBER CARE BATHS, INC					
	1/24/2011	205984	30.34		
				REFUND-BUS.LIC OVERPYMT	30.34
	Vendor Total		**30.34**		
FYTD for FIBER CARE BATHS, INC			**30.34**		
FINESSE PERSONNEL ASSOCIATES					
	1/31/2011	881978	7,188.75		
				TEMP SVCS-A FEAL W/E 12/4-11	1,471.24
				TEMP SVCS-A FEAL W/E 12/4-11	958.76
				TEMP SVCS-A FEAL W/E 12/18	1,181.25
				TEMP SVCS-A FEAL W/E 12/25	1,215.00
				TEMP SVCS-A FEAL W/E 1/08	1,147.50
				TEMP SVCS-A FEAL W/E 1/15	1,215.00
	Vendor Total		**7,188.75**		
FYTD for FINESSE PERSONNEL ASSOCIATES			**39,073.54**		
FIRST CHOICE SERVICES					
	1/24/2011	881944	503.31		
				COFFEE SVCS-EMP PAID	28.38
				COFFEE SVCS-EMP PAID	66.72
				COFFEE SVCS-EMP PAID	140.06
				COFFEE SVCS-EMP PAID	48.38
				COFFEE SVCS-EMP PAID	115.02
				COFFEE SVCS-EMP PAID	81.98
				COFFEE SVCS-EMP PAID	22.77
	Vendor Total		**503.31**		
FYTD for FIRST CHOICE SERVICES			**4,418.08**		
FITNESS 19 CA 155 11C					
	1/31/2011	206111	269.00		
				GYM MEMBERSHIP DEDUCTIONS	269.00
	Vendor Total		**269.00**		
FYTD for FITNESS 19 CA 155 11C			**1,799.00**		
FLICKINGER, BONNIE					
	1/24/2011	205985	109.53		
				REFUND-CANDIDATE STMNT	109.53
	Vendor Total		**109.53**		
FYTD for FLICKINGER, BONNIE			**330.83**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FLORES, YVETTE					
	1/24/2011	205986	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for FLORES, YVETTE			**75.00**		
FOLEY & LARDNER					
	1/18/2011	205867	1,844.40		
				LEGAL SERVICES	1,473.60
				LEGAL SERVICES	370.80
	Vendor Total		**1,844.40**		
FYTD for FOLEY & LARDNER			**8,951.15**		
FOSTER, NANCY A.					
	1/3/2011	881822	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for FOSTER, NANCY A.			**2,212.27**		
FRANKLIN, L. C.					
	1/31/2011	206112	136.50		
				MILEAGE REIMBURSEMENT	136.50
	Vendor Total		**136.50**		
FYTD for FRANKLIN, L. C.			**879.00**		
FRAZEE INDUSTRIES, INC					
	1/10/2011	205817	4,317.60		
				TRAFFIC PAINT	4,317.60
	Vendor Total		**4,317.60**		
FYTD for FRAZEE INDUSTRIES, INC			**111,317.60**		
FROST, JOAN CHENG					
	1/18/2011	205868	152.00		
				INSTRUCTIONAL SERVICES	152.00
	Vendor Total		**152.00**		
FYTD for FROST, JOAN CHENG			**912.00**		
FUEL AND FLAME MINISTRY					
	1/31/2011	206113	750.00		
				REFUND-RNTL DEP 12/26	750.00
	Vendor Total		**750.00**		
FYTD for FUEL AND FLAME MINISTRY			**750.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FULL THROTTLE MUFFLER					
	1/24/2011	205987	20.69		
				REFUND-BUS.LIC OVERPYMT	20.69
	Vendor Total		**20.69**		
FYTD for FULL THROTTLE MUFFLER			**20.69**		
G/M BUSINESS INTERIORS, INC.					
	1/18/2011	205869	4,718.61		
				MOVING OF OFFICE STATIONS	4,718.61
	1/31/2011	206114	732.92		
				KEYBOARD TRAYS FOR NEW EOC	732.92
	Vendor Total		**5,451.53**		
FYTD for G/M BUSINESS INTERIORS, INC.			**6,210.02**		
GAINES, MICHAEL					
	1/10/2011	205818	19.00		
				REFUND-VALLEY KIDS CAMP	19.00
	Vendor Total		**19.00**		
FYTD for GAINES, MICHAEL			**19.00**		
GALLS INC., INLAND UNIFORM					
	1/24/2011	205988	137.96		
				UNIFORM-PD	65.69
				UNIFORM-PD	72.27
	1/31/2011	206115	142.10		
				UNIFORM-PD	142.10
	Vendor Total		**280.06**		
FYTD for GALLS INC., INLAND UNIFORM			**4,145.17**		
GARCIA, CYNTHIA					
	1/10/2011	205819	64.00		
				REFUND-SHELTER FEE	64.00
	Vendor Total		**64.00**		
FYTD for GARCIA, CYNTHIA			**64.00**		
GARCIA, EDER					
	1/24/2011	205989	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for GARCIA, EDER			**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GASTON, RICHARD					
	1/3/2011	881823	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**2,231.11**		
GENERAL SECURITY SERVICES, INC.					
	1/10/2011	881880	429.52		
				SECURITY SVCS-SENIOR CTR	214.76
				SECURITY SVCS-CONF & REC CTR	214.76
	1/18/2011	881903	460.20		
				SECURITY SVCS-SENIOR CTR	92.04
				SECURITY SVCS 12/12-SENIOR CTR	61.36
				SECURITY SVCS-CONF & REC CTR	306.80
	1/24/2011	881945	490.88		
				SECURITY SVCS-UTILITY	61.36
				SECURITY SVCS-CONF & REC CTR	92.04
				SECURITY SVCS-TOWNGATE	122.72
				SECURITY SVCS-TOWNGATE	138.06
				SECURITY SVCS-TOWNGATE	76.70
	1/31/2011	881979	6,201.22		
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-LIBRARY	456.37
				SECURITY SVCS-CITY HALL	92.04
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-LIBRARY	613.61
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	490.88
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	291.46
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-UTILITY	214.76
				SECURITY SVCS-CONF & REC CTR	260.78
				SECURITY SVCS-CONF & REC CTR	76.70
				SECURITY SVCS-CONF & REC CTR	122.72
				SECURITY SVCS-SENIOR CTR	61.36
				SECURITY SVCS-TOWNGATE	237.77
	Vendor Total		**7,581.82**		
FYTD for GENERAL SECURITY SERVICES, INC.			**30,455.68**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
1/3/2011	881824	1,423.77		
			LEGAL SVCS	1,423.77
1/18/2011	881904	19,023.70		
			LEGAL SVCS	534.59
			LEGAL SVCS	18,489.11
	Vendor Total	**20,447.47**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**102,766.53**		
GLOBAL SOFTWARE, INC				
1/18/2011	881905	10,000.00		
			SPREADSHEET SERVER	2,500.00
			SPREADSHEET SERVER	7,500.00
1/24/2011	881946	2,500.00		
			SPREADSHEET SERVER-PW ST MAINT	2,500.00
	Vendor Total	**12,500.00**		
FYTD for GLOBAL SOFTWARE, INC		**19,820.00**		
GONG ENTERPRISES, INC.				
1/3/2011	205760	456.00		
			PLAN CHECK SVCS-PM36262	456.00
	Vendor Total	**456.00**		
FYTD for GONG ENTERPRISES, INC.		**22,597.40**		
GONZALES, DOMILENA R.				
1/3/2011	881825	440.52		
			NOV-DEC '10, PAID JAN '11	440.52
	Vendor Total	**440.52**		
FYTD for GONZALES, DOMILENA R.		**1,762.08**		
GONZALES, LORENZ R.				
1/18/2011	205870	119.50		
			MILEAGE REIMBURSEMENT	82.00
			MILEAGE REIMBURSEMENT	16.50
			MILEAGE REIMBURSEMENT	21.00
	Vendor Total	**119.50**		
FYTD for GONZALES, LORENZ R.		**177.00**		
GONZALEZ, SYLVIA				
1/31/2011	206116	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for GONZALEZ, SYLVIA		**20.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GORM INC.					
	1/18/2011	205871	3,350.30		
				JANITORIAL SUPPLIES-PARKS	2,401.00
				JANITORIAL SUPPLIES-CFD#1	949.30
	1/24/2011	205990	880.77		
				JANITORIAL SUPPLIES	880.77
	Vendor Total		**4,231.07**		
FYTD for GORM INC.			**6,452.31**		
GOSCH TOWING & RECOVERY					
	1/31/2011	206117	800.00		
				TOWING SVCS-PD	800.00
	Vendor Total		**800.00**		
FYTD for GOSCH TOWING & RECOVERY			**800.00**		
GOYA FOODS OF CALIFORNIA					
	1/24/2011	205991	49.74		
				REFUND-BUS.LIC OVERPYMT	49.74
	Vendor Total		**49.74**		
FYTD for GOYA FOODS OF CALIFORNIA			**49.74**		
GOZDECKI, DAN					
	1/10/2011	881881	432.00		
				INSTRUCTOR SVCS-KUNG FU	216.00
				INSTRUCTOR SVCS-KUNG FU	216.00
	1/31/2011	881980	594.00		
				INSTRUCTOR SVCS-KUNG FU	243.00
				INSTRUCTOR SVCS-KUNG FU	351.00
	Vendor Total		**1,026.00**		
FYTD for GOZDECKI, DAN			**5,184.00**		
GRAFFITI TRACKER, INC.					
	1/18/2011	881906	9,000.00		
				GRAFFITI ANALYSIS/SERVICES	9,000.00
	Vendor Total		**9,000.00**		
FYTD for GRAFFITI TRACKER, INC.			**31,815.00**		
GRANICUS, INC.					
	1/24/2011	205992	2,000.00		
				VIDEO STREAMING SVCS	1,000.00
				VIDEO STREAMING SVCS	1,000.00
	Vendor Total		**2,000.00**		
FYTD for GRANICUS, INC.			**7,000.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GREENSTONE MATERIALS					
	1/10/2011	205820	748.00		
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	50.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	42.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
				EMERY MATERIAL	52.00
	Vendor Total		**748.00**		
FYTD for GREENSTONE MATERIALS			**748.00**		
GREINES, MARTIN, STEIN & RICHLAND, LLP					
	1/31/2011	881981	940.68		
				LEGAL SERVICES	940.68
	Vendor Total		**940.68**		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP			**14,556.14**		
GRIFFIN, MARLENE C					
	1/3/2011	881826	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GRIFFIN, MARLENE C			**2,152.33**		
GROUP DELTA CONSULTANTS, INC					
	1/18/2011	881907	2,143.50		
				DAY ST IMPRVMNTS PROJ SVCS	2,143.50
	1/24/2011	206072	1,325.00		
				ALESSANDRO/INDIAN SIDEWLK PROJ	1,325.00
	Vendor Total		**3,468.50**		
FYTD for GROUP DELTA CONSULTANTS, INC			**12,105.50**		
GUILLAN, REBECCA S.					
	1/3/2011	881827	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUILLAN, REBECCA S.			**2,064.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUILLIS, LINDA B.					
	1/3/2011	205761	0.00		
				RETIREE MED JAN '11	318.73
				VOIDED CHECK #205761 ON1/31/11	-318.73
	Vendor Total		**0.00**		
FYTD for GUILLIS, LINDA B.			**1,912.38**		
GUTIERREZ, ROBERT					
	1/3/2011	881828	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for GUTIERREZ, ROBERT			**2,231.11**		
GUZMAN'S CART SERVICE					
	1/10/2011	881882	4,049.00		
				CART RTRVL SVCS-CODE	4,049.00
	Vendor Total		**4,049.00**		
FYTD for GUZMAN'S CART SERVICE			**28,343.00**		
H P COMMUNICATIONS, INC					
	1/24/2011	205993	25.00		
				REFUND-BUS.LIC OVERPYMT	25.00
	Vendor Total		**25.00**		
FYTD for H P COMMUNICATIONS, INC			**25.00**		
HAISTY, XIU HUA					
	1/31/2011	881982	30.00		
				INSTRUCTOR SVCS-TAI CHI	30.00
	Vendor Total		**30.00**		
FYTD for HAISTY, XIU HUA			**240.00**		
HAMLIN, WILLIAM R.					
	1/3/2011	881829	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**2,212.27**		
HAND, FRED					
	1/3/2011	205762	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for HAND, FRED			**75.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HANES, MARTIN D.					
	1/3/2011	881830	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**2,231.11**		
HARDING, JOHN S.					
	1/3/2011	205763	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**2,231.11**		
HARRIS & ASSOCIATES, INC					
	1/24/2011	205994	67.13		
				REFUND-BUS.LIC OVERPYMT	67.13
	Vendor Total		**67.13**		
FYTD for HARRIS & ASSOCIATES, INC			**67.13**		
HARTMANN, RICK					
	1/3/2011	205764	318.73		
				RETIREE MED JAN '11	318.73
	1/10/2011	205821	3,709.12		
				CONSULTING SVCS-RTS PRGM	18.79
				CONSULTING SVCS-RTS PRGM	3,690.33
	Vendor Total		**4,027.85**		
FYTD for HARTMANN, RICK			**20,921.44**		
HATFIELD, CHARLES					
	1/3/2011	881831	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**2,231.11**		
HAUSER, ADRIANA					
	1/18/2011	205872	494.00		
				INSTRUCTION SVCS-13 DAYS	494.00
	Vendor Total		**494.00**		
FYTD for HAUSER, ADRIANA			**2,546.00**		
HEFFLEY, ROSS W.					
	1/3/2011	881832	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HENDERSON, GINA					
	1/18/2011	205873	110.00		
				TUITION REIMBURSEMENT	110.00
	Vendor Total		**110.00**		
FYTD for HENDERSON, GINA			**110.00**		
HERNANDEZ, ART & DOLORES					
	1/24/2011	205995	180.00		
				REFUND-BUS.LIC OVERPYMT	180.00
	Vendor Total		**180.00**		
FYTD for HERNANDEZ, ART & DOLORES			**180.00**		
HERRICK, ROBERT D.					
	1/3/2011	205765	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**2,231.11**		
HEYMING & JOHNSON, INC					
	1/24/2011	205996	22.63		
				REFUND-BUS.LIC OVERPYMT	22.63
	Vendor Total		**22.63**		
FYTD for HEYMING & JOHNSON, INC			**22.63**		
HIGGS, DEBRA					
	1/24/2011	205997	108.00		
				INSTRUCTOR SVCS-OIL PAINTING	72.00
				INSTRUCTOR SVCS-OIL PAINTING	36.00
	Vendor Total		**108.00**		
FYTD for HIGGS, DEBRA			**468.00**		
HINKELS & MCCOY					
	1/3/2011	205766	60.42		
				REFUND-BUS LIC OVRPMT	60.42
	Vendor Total		**60.42**		
FYTD for HINKELS & MCCOY			**60.42**		
HO, KEVIN CHINH					
	1/18/2011	205874	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for HO, KEVIN CHINH			**304.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOGARD, JOHN T.					
	1/10/2011	881883	116.50		
				MILEAGE REIMBURSEMENT	116.50
	Vendor Total		**116.50**		
FYTD for HOGARD, JOHN T.			**1,083.50**		
HORN, ALVIN					
	1/24/2011	205998	186.56		
				REFUND-CANDIDATE STMNT	186.56
	Vendor Total		**186.56**		
FYTD for HORN, ALVIN			**186.56**		
HOUSE OF BEAUTY					
	1/31/2011	206119	147.15		
				REFUND-BUS LIC OVRPMT	35.50
				REFUND-BUS LIC OVRPMT	61.00
				REFUND-BUS LIC OVRPMT	50.65
	Vendor Total		**147.15**		
FYTD for HOUSE OF BEAUTY			**147.15**		
HOUSER, EDITH E.					
	1/3/2011	205767	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**2,231.11**		
HYDRO-SCAPE PRODUCTS, INC					
	1/24/2011	206000	61.88		
				REFUND-BUS.LIC OVERPYMT	61.88
	Vendor Total		**61.88**		
FYTD for HYDRO-SCAPE PRODUCTS, INC			**61.88**		
ICC FOOTHILL CHAPTER					
	1/31/2011	206120	150.00		
				1/25/11 CA RESID. CODE SEMINAR	75.00
				1/25/11 CA RESID. CODE SEMINAR	75.00
	Vendor Total		**150.00**		
FYTD for ICC FOOTHILL CHAPTER			**150.00**		
ICMA RETIREMENT CORP 457					
	1/14/2011	2786	12,798.58		
				DEF COMP-457 1/14/11	12,798.58
	1/28/2011	2794	16,923.58		
				DEF COMP-457 1/28/11	16,923.58
	Vendor Total		**29,722.16**		
FYTD for ICMA RETIREMENT CORP 457			**142,541.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IL SORRENTO MOBILE HOME PARK					
	1/3/2011	205768	51.00		
				REFUND-BUS LIC OVRPMT	51.00
	Vendor Total		**51.00**		
FYTD for IL SORRENTO MOBILE HOME PARK			**51.00**		
ILGIA					
	1/24/2011	206001	100.00		
				2011 I.E. GANG WRKSHOP 5/19-20	100.00
	Vendor Total		**100.00**		
FYTD for ILGIA			**100.00**		
ING USA ANNUITY & LIFE INSURANCE CO.					
	1/18/2011	205875	475.00		
				NON-EXEMPT ANNUITY	475.00
	Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**3,325.00**		
INLAND CONTRACTORS, INC.					
	1/24/2011	881948	2,851.47		
				ABATEMENT SVCS-24326 VIA VARGA	2,851.47
	Vendor Total		**2,851.47**		
FYTD for INLAND CONTRACTORS, INC.			**20,211.63**		
INLAND EMPIRE PROPERTY SERVICE, INC					
	1/3/2011	881833	310.00		
				WEED ABATEMENT SVC-CFD #1	310.00
	Vendor Total		**310.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC			**53,446.12**		
INSIDE PLANTS, INC.					
	1/18/2011	881910	316.00		
				PLANT MAINT-CRC	316.00
	Vendor Total		**316.00**		
FYTD for INSIDE PLANTS, INC.			**2,212.00**		
INTERNAL REVENUE SERVICE					
	1/4/2011	2780	2,000.00		
				DEP FED TAX W/H 1/4/11	2,000.00
	Vendor Total		**2,000.00**		
FYTD for INTERNAL REVENUE SERVICE			**2,068,510.25**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IRIS COMPANY					
	1/18/2011	205876	269.20		
				REFUND-CLOSED-CHG.ZONE	51.85
				REFUND-CLOSED-GEN.PLAN AMEND.	217.35
	Vendor Total		**269.20**		
FYTD for IRIS COMPANY			**269.20**		
J D H CONTRACTING					
	1/24/2011	206003	72.61		
				REFUND-BUS.LIC OVERPYMT	72.61
	Vendor Total		**72.61**		
FYTD for J D H CONTRACTING			**72.61**		
JACINTO, ALEJANDRA					
	1/31/2011	206121	45.00		
				REFUND-LOST BOOK FEE	45.00
	Vendor Total		**45.00**		
FYTD for JACINTO, ALEJANDRA			**45.00**		
JANNEY & JANNEY ATTORNEY SVCS, INC.					
	1/18/2011	205877	75.00		
				COURIER SERVICES	75.00
	1/31/2011	206122	35.00		
				COURIER DELIVERY SVCS	35.00
	Vendor Total		**110.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.			**1,133.65**		
JASON'S DELI					
	1/24/2011	206002	768.53		
				REFUND-BUS.LIC OVERPYMT	768.53
	Vendor Total		**768.53**		
FYTD for JASON'S DELI			**768.53**		
JDEDGE SOFTWARE, LLC					
	1/18/2011	881911	3,175.00		
				CONSULTANT SERVICES	3,175.00
	1/24/2011	881949	2,465.00		
				CONSULTING SERVICES	2,465.00
	Vendor Total		**5,640.00**		
FYTD for JDEDGE SOFTWARE, LLC			**17,827.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JEFF CARPENTER, INC					
	1/24/2011	206004	50.00		
				REFUND-BUS.LIC OVERPYMT	50.00
	Vendor Total		**50.00**		
FYTD for JEFF CARPENTER, INC			**50.00**		
JOE A. GONSALVES & SON					
	1/3/2011	881834	6,300.00		
				REPRESENTATION SVCS	3,150.00
				REPRESENTATION SVCS	3,150.00
	Vendor Total		**6,300.00**		
FYTD for JOE A. GONSALVES & SON			**22,050.00**		
JONES, SANDRA					
	1/24/2011	206005	45.00		
				REFUND-CLASS REGIST	45.00
	Vendor Total		**45.00**		
FYTD for JONES, SANDRA			**45.00**		
JONES, SUSAN					
	1/3/2011	881835	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for JONES, SUSAN			**2,231.11**		
JTB SUPPLY CO., INC.					
	1/10/2011	205822	178.36		
				TRAFFIC SIGNAL MAINT.SUPPLIES	54.38
				TRAFFIC SIGNAL MAINT.SUPPLIES	123.98
	1/18/2011	205878	1,658.44		
				TRAFFIC SIGNAL MAINT.SUPPLIES	1,658.44
	Vendor Total		**1,836.80**		
FYTD for JTB SUPPLY CO., INC.			**8,655.43**		
K A R CONSTRUCTION					
	1/3/2011	205769	42.00		
				REFUND-BUS LIC OVRPMT	42.00
	Vendor Total		**42.00**		
FYTD for K A R CONSTRUCTION			**42.00**		
K D'S DONUTS					
	1/31/2011	206123	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for K D'S DONUTS			**25.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KAN, ALICE					
	1/24/2011	206006	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for KAN, ALICE			**20.00**		
KING, PATRICIA A.					
	1/3/2011	205770	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KING, PATRICIA A.			**2,231.11**		
KOA CORPORATION					
	1/10/2011	205823	6,345.87		
				RECHE VISTA DR REALIGNMNT PROJ	6,345.87
	Vendor Total		**6,345.87**		
FYTD for KOA CORPORATION			**71,909.89**		
KOLB, CHARLES E.					
	1/3/2011	881836	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**2,231.11**		
KOLLAR, KYLE					
	1/3/2011	881837	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**2,231.11**		
KYLE, GARY M.					
	1/3/2011	881838	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**2,231.11**		
LAFATA, JOSEPHINE					
	1/3/2011	881839	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LANCE, SOLL & LUNGHARD, LLP					
	1/24/2011	206007	50.00		
				GASB UPDATE 2/2/11	25.00
				GASB UPDATE 2/2/11	25.00
	Vendor Total		**50.00**		
FYTD for LANCE, SOLL & LUNGHARD, LLP			**50.00**		
LANE GUIDE LENDORS ON LINE, INC.					
	1/24/2011	206008	109.00		
				ONLINE SUBSCRIPTION SVC-CODE	109.00
	Vendor Total		**109.00**		
FYTD for LANE GUIDE LENDORS ON LINE, INC.			**109.00**		
LANG, TRACEY					
	1/18/2011	205879	114.00		
				INSTRUCTION SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for LANG, TRACEY			**304.00**		
LARA, JOSEPH R.					
	1/18/2011	205880	41.50		
				MILEAGE-ELECTR SAFETY SEMINAR	41.50
	Vendor Total		**41.50**		
FYTD for LARA, JOSEPH R.			**41.50**		
LAVEY, JEFFREY					
	1/24/2011	206009	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for LAVEY, JEFFREY			**20.00**		
LAWYERS TITLE INC					
	1/27/2011	110108	11,301.00		
				ACQ & ESCROW-APN 488-090-007	1,301.00
				ACQ & ESCROW-APN 488-090-007	10,000.00
	1/27/2011	110109	7,601.00		
				ACQ & ESCROW-APN 488-090-008	1,701.00
				ACQ & ESCROW-APN 488-090-008	5,900.00
	Vendor Total		**18,902.00**		
FYTD for LAWYERS TITLE INC			**129,256.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAZARUS, MARGERY A.					
	1/3/2011	205771	115.50		
				MILEAGE REIMBURSEMENT	74.00
				MILEAGE REIMBURSEMENT	41.50
	Vendor Total		**115.50**		
FYTD for LAZARUS, MARGERY A.			**115.50**		
LEE, DAVID					
	1/24/2011	206010	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for LEE, DAVID			**100.00**		
LEE, RENITA					
	1/10/2011	205824	47.00		
				REFUND-TAE KWON DO CLASS	47.00
	Vendor Total		**47.00**		
FYTD for LEE, RENITA			**47.00**		
LEISURE ENTERPRISES					
	1/31/2011	206124	25.00		
				REFUND-BUS LIC OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for LEISURE ENTERPRISES			**9,816.25**		
LEONE, STEVEN					
	1/18/2011	205881	590.00		
				PER DIEM-NARCOTIC INVESTIG TRN	590.00
	Vendor Total		**590.00**		
FYTD for LEONE, STEVEN			**590.00**		
LEWIS, CAROLYN S.					
	1/3/2011	881840	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LEWIS, CAROLYN S.			**2,212.27**		
LEXISNEXIS					
	1/24/2011	881950	1,480.00		
				ONLINE LEGAL SVCS-CITY ATTRNY	740.00
				ONLINE LEGAL SVCS-CITY CLERKS	370.00
				ONLINE LEGAL SVCS-CDD	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**11,840.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LOGAN, CHARLES					
	1/3/2011	881841	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**2,231.11**		
LOR GEOTECHNICAL GROUP, INC.					
	1/31/2011	881984	1,760.00		
				KITCHING ST IMPRVMNT PROJ	1,760.00
	Vendor Total		**1,760.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**45,239.00**		
LOVE, MARISSA					
	1/3/2011	205772	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LOVE, MARISSA			**50.00**		
LOZANO, MONICA					
	1/24/2011	206011	28.00		
				REFUND-CLASS REGIST	28.00
	Vendor Total		**28.00**		
FYTD for LOZANO, MONICA			**28.00**		
LUMLEY, ROBERT C.					
	1/3/2011	881842	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**2,231.11**		
M V P R V, INC					
	1/24/2011	206012	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for M V P R V, INC			**75.00**		
M.G.S. - MORENO GENERAL SERVICES					
	1/10/2011	205825	130.00		
				RE-KEY LOCKS @ ERC	130.00
	Vendor Total		**130.00**		
FYTD for M.G.S. - MORENO GENERAL SERVICES			**130.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MACIAS JR., ANTHONY					
	1/24/2011	206013	133.50		
				TUITION REIMBURSEMENT	133.50
	Vendor Total		**133.50**		
FYTD for MACIAS JR., ANTHONY			**228.50**		
MARCH JOINT POWERS AUTHORITY					
	1/24/2011	206014	10.10		
				GAS CHARGES-MF COMM.CTR	8.25
				GAS CHARGES-MF COMM.CTR	1.85
	Vendor Total		**10.10**		
FYTD for MARCH JOINT POWERS AUTHORITY			**43.73**		
MARINA LANDSCAPE, INC					
	1/18/2011	205882	9,186.24		
				LANDSCAPE MAINT-ZONE DSG-2S	4,994.91
				LANDSCAPE MAINT-ZONE DSG-2N	4,191.33
	Vendor Total		**9,186.24**		
FYTD for MARINA LANDSCAPE, INC			**48,784.80**		
MASCARO, CRYSTAL					
	1/24/2011	206015	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for MASCARO, CRYSTAL			**20.00**		
MASCO SERVICES OF CALIFORNIA, INC.					
	1/24/2011	206016	71.63		
				REFUND-BUS.LIC OVERPYMT	71.63
	Vendor Total		**71.63**		
FYTD for MASCO SERVICES OF CALIFORNIA, INC.			**71.63**		
MATHIS, NOLAN					
	1/3/2011	881843	296.00		
				NOV '10, PAID JAN '11	296.00
	Vendor Total		**296.00**		
FYTD for MATHIS, NOLAN			**2,072.00**		
MAXINOSKI, SUE A.					
	1/3/2011	881844	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MC KENNEY, LARISSA					
	1/24/2011	206017	46.00		
				REFUND-ANML SVC FEES	46.00
	Vendor Total		**46.00**		
FYTD for MC KENNEY, LARISSA			**46.00**		
MCCARTHY & BERLIN, LLP					
	1/10/2011	881884	703.00		
				LEGAL SVCS	703.00
	Vendor Total		**703.00**		
FYTD for MCCARTHY & BERLIN, LLP			**3,005.15**		
McDONALD, CHRIS					
	1/18/2011	205883	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for McDONALD, CHRIS			**1,254.00**		
MEEKS, DANIEL					
	1/10/2011	881885	220.00		
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	60.00
				SPORTS OFFICIATING SVCS	40.00
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**220.00**		
FYTD for MEEKS, DANIEL			**1,100.00**		
MENGISTU, YESHIALEM					
	1/31/2011	206125	81.00		
				MILEAGE REIMBURSEMENT	81.00
	Vendor Total		**81.00**		
FYTD for MENGISTU, YESHIALEM			**557.00**		
MESSIN, LOUIS					
	1/3/2011	881845	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**2,231.11**		
METRO USED CARS					
	1/31/2011	206126	101.84		
				REFUND-BUS LIC OVRPMT	101.84
	Vendor Total		**101.84**		
FYTD for METRO USED CARS			**101.84**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEYER & ASSOCIATES					
	1/31/2011	206127	3,865.00		
				BETHUNE WATER FEATURE ANALYSIS	3,865.00
	Vendor Total		**3,865.00**		
FYTD for MEYER & ASSOCIATES			**3,865.00**		
MILES, ROBERT					
	1/3/2011	881846	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**1,397.06**		
MINARD, MARK E.					
	1/3/2011	881847	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**2,167.75**		
MOLLICA, MIKE					
	1/3/2011	881848	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**2,809.94**		
MONTERO, FELICIA					
	1/24/2011	206018	42.00		
				REFUND-CLASS REGIST	42.00
	Vendor Total		**42.00**		
FYTD for MONTERO, FELICIA			**42.00**		
MOORHEAD, LINDA					
	1/24/2011	206019	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for MOORHEAD, LINDA			**75.00**		
MORA, PATRICIA A.					
	1/3/2011	881849	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORAES, RENATO					
	1/31/2011	206128	36.00		
				REFUND-DROPPED CLASS	36.00
	Vendor Total		**36.00**		
FYTD for MORAES, RENATO			**36.00**		
MORENO MINI MALL					
	1/24/2011	206020	48.30		
				REFUND-BUS.LIC OVERPYMT	48.30
	Vendor Total		**48.30**		
FYTD for MORENO MINI MALL			**48.30**		
MORENO VALLEY CAR WASH					
	1/18/2011	205884	67.50		
				REFUND-BUS.LIC OVERPYMT	67.50
	Vendor Total		**67.50**		
FYTD for MORENO VALLEY CAR WASH			**97.50**		
MORENO VALLEY CHAMBER OF COMMERCE					
	1/3/2011	205773	6,000.00		
				BUSINESS SERVICES	6,000.00
	1/10/2011	205826	60.00		
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
				12/15/10 WAKE-UP MEETING	15.00
	1/18/2011	205885	150.00		
				ANNL INSTALLATION/AWARDS EVENT	75.00
				ANNL INSTALLATION/AWARDS EVENT	75.00
	Vendor Total		**6,210.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE			**21,610.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.					
	1/3/2011	2776	1,567.50		
				MVCEA DUES 01/03/11	1,567.50
	1/14/2011	2785	1,567.50		
				MVCEA DUES 1/14/11	1,567.50
	1/28/2011	2793	1,573.00		
				MVCEA DUES 1/28/11	1,573.00
	Vendor Total		**4,708.00**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.			**25,084.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY GATEWAY, LLC					
	1/18/2011	881912	17,142.59		
				LEASE-FACILITIES ANNEX	2,458.97
				LEASE-TECH.SVCS ANNEX	5,475.90
				LEASE-SPEC.DIST.ANNEX	9,207.72
	Vendor Total		**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC			**119,998.13**		
MORENO VALLEY UNIFIED SCHOOL DISTRICT					
	1/24/2011	206021	120.00		
				ASES TRANSPORTATION	120.00
	1/24/2011	206022	315.00		
				ASES TRANSPORTATION	315.00
	Vendor Total		**435.00**		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT			**26,509.95**		
MORENO VALLEY UTILITY					
	1/31/2011	206129	89.14		
				ELECTRICITY-UT FLD OFFICE	89.14
	Vendor Total		**89.14**		
FYTD for MORENO VALLEY UTILITY			**526,697.08**		
MORENO, ALBERT					
	1/18/2011	205886	750.00		
				REFUND-12/26 EVENT DEPOSIT	750.00
	Vendor Total		**750.00**		
FYTD for MORENO, ALBERT			**750.00**		
MORENO, MANUAL					
	1/24/2011	206023	77.00		
				REFUND-CLASS REGIST	77.00
	Vendor Total		**77.00**		
FYTD for MORENO, MANUAL			**77.00**		
MORGAN, LISA A.					
	1/3/2011	881850	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for MORGAN, LISA A.			**2,231.11**		
MORKUS, JURIS MORKUS					
	1/24/2011	206024	16.46		
				REFUND-BUS.LIC OVERPYMT	16.46
	Vendor Total		**16.46**		
FYTD for MORKUS, JURIS MORKUS			**16.46**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORLEY, JOSHUA					
	1/31/2011	206130	75.00		
				REFUND-SPAY/NEUTER DEPOSIT	20.00
				REFUND-SPAY/NEUTER DEPOSIT	55.00
	Vendor Total		**75.00**		
FYTD for MORLEY, JOSHUA			**75.00**		
MSA SYSTEMS, INC.					
	1/10/2011	881886	999.55		
				RECEIPT LABELS	864.00
				RECEIPT LABELS	59.95
				RECEIPT LABELS	75.60
	Vendor Total		**999.55**		
FYTD for MSA SYSTEMS, INC.			**999.55**		
MUSICK, PEELER & GARRETT, LLP					
	1/24/2011	206025	4,280.00		
				LEGAL SVCS	2,600.00
				LEGAL SVCS	1,680.00
	Vendor Total		**4,280.00**		
FYTD for MUSICK, PEELER & GARRETT, LLP			**18,659.34**		
MUZAK, LLC					
	1/24/2011	206026	60.52		
				REFUND-BUS.LIC OVERPYMT	60.52
	Vendor Total		**60.52**		
FYTD for MUZAK, LLC			**60.52**		
NATIONWIDE RETIREMENT SOLUTIONS					
	1/3/2011	2774	8,323.82		
				PST DEF COMP FOR FICA 01/03/11	8,323.82
	1/3/2011	2775	2,234.13		
				DEF COMP-457 & 401(A) 01/03/11	2,234.13
	1/14/2011	2783	1,461.66		
				PST DEF COMP FOR FICA 1/14/11	1,461.66
	1/14/2011	2784	23,722.40		
				DEF COMP-457 & 401(A) 1/14/11	23,722.40
	1/28/2011	2791	9,761.96		
				PST DEF COMP FOR FICA 1/28/11	9,761.96
	1/28/2011	2792	23,712.80		
				DEF COMP-457 & 401(A) 1/28/11	23,712.80
	Vendor Total		**69,216.77**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**479,026.81**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVARRETTE, RALPH					
	1/3/2011	881851	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH			**2,231.11**		
NELSON, ROBERT					
	1/3/2011	881852	325.66		
				RETIREE MED JAN '11	325.66
	Vendor Total		**325.66**		
FYTD for NELSON, ROBERT			**2,159.26**		
NELSON, RUTH L.					
	1/3/2011	881853	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.			**2,231.11**		
NELSON, TIMOTHY IVAN					
	1/18/2011	205887	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for NELSON, TIMOTHY IVAN			**1,520.00**		
NEUSTAEDTER, CRAIG S					
	1/3/2011	205774	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S			**2,231.11**		
NEW HORIZON MOBILE HOME PARK					
	1/24/2011	881952	9.99		
				REFUND-UT USER TAXES	9.99
	Vendor Total		**9.99**		
FYTD for NEW HORIZON MOBILE HOME PARK			**26.42**		
NGUYEN, QUANG					
	1/24/2011	881953	59.50		
				MILEAGE REIMBURSEMENT	20.00
				MILEAGE REIMBURSEMENT	24.00
				MILEAGE REIMBURSEMENT	15.50
	Vendor Total		**59.50**		
FYTD for NGUYEN, QUANG			**348.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.					
	1/3/2011	205775	401.42		
				RETIREE MED JAN '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**2,809.94**		
NINYO & MOORE GEOTECHNICAL					
	1/18/2011	205888	4,000.75		
				IRONWOOD AVE/INDIAN BASIN PROJ	4,000.75
	1/24/2011	206027	11,992.00		
				IRONWOOD AVE/INDIAN BASIN PROJ	11,992.00
	Vendor Total		**15,992.75**		
FYTD for NINYO & MOORE GEOTECHNICAL			**29,369.75**		
NOBLES, GARRETT					
	1/18/2011	205889	114.00		
				MILEAGE REIMBURSEMENT	60.00
				MILEAGE REIMBURSEMENT	54.00
	Vendor Total		**114.00**		
FYTD for NOBLES, GARRETT			**321.50**		
OPTIMUM INCORPORATED					
	1/3/2011	205776	54.96		
				REFUND-BUS LIC OVERPYMT	54.96
	Vendor Total		**54.96**		
FYTD for OPTIMUM INCORPORATED			**54.96**		
ORACLE AMERICA					
	1/3/2011	205777	21,621.69		
				SOFTWARE LIC UPDATE & SUPPORT	21,621.69
	Vendor Total		**21,621.69**		
FYTD for ORACLE AMERICA			**21,621.69**		
ORROCK, POPKA, FORTINO & BRISLIN					
	1/24/2011	881954	384.00		
				LEGAL SVCS	384.00
	Vendor Total		**384.00**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN			**10,817.53**		
ORTEGA, ALICIA					
	1/18/2011	205890	100.00		
				REFUND-CITATION	100.00
	Vendor Total		**100.00**		
FYTD for ORTEGA, ALICIA			**100.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.				
1/18/2011	881913	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
Vendor Total		**6,720.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**95,225.25**		
PACIFIC GREEN HORTICULTURAL SVC				
1/31/2011	206131	989.00		
			TURF FERTILIZATION-ZONE E	302.97
			TURF FERTILIZATION-ZONE E	550.15
			TURF FERTILIZATION-ZONE E	112.61
			TURF FERTILIZATION-ZONE E	23.27
Vendor Total		**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**4,559.83**		
PACIFIC M H CONSTRUCTION, INC				
1/24/2011	206028	73.20		
			REFUND-BUS.LIC OVERPYMT	73.20
Vendor Total		**73.20**		
FYTD for PACIFIC M H CONSTRUCTION, INC		**73.20**		
PACIFIC TELEMANAGEMENT SERVICES				
1/24/2011	881955	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
Vendor Total		**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**3,069.36**		
PACIFIC UTILITY INSTALLATION, INC				
1/24/2011	206029	139.50		
			REFUND-BUS.LIC OVERPYMT	139.50
Vendor Total		**139.50**		
FYTD for PACIFIC UTILITY INSTALLATION, INC		**139.50**		
PAINTING BY ZEB BODE				
1/18/2011	205891	750.00		
			SEAL CNCRT BENCH/TABLES	750.00
Vendor Total		**750.00**		
FYTD for PAINTING BY ZEB BODE		**5,550.00**		
PANDA BOWL				
1/3/2011	205778	28.75		
			REFUND-BUS LIC OVERPYMT	28.75
Vendor Total		**28.75**		
FYTD for PANDA BOWL		**28.75**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PATRIOT HEATING & A/C					
	1/24/2011	206030	68.63		
				REFUND-BUS.LIC OVERPYMT	68.63
	Vendor Total		**68.63**		
FYTD for PATRIOT HEATING & A/C			**68.63**		
PATTERSON, ALFREY					
	1/3/2011	205779	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for PATTERSON, ALFREY			**1,397.06**		
PEDLEY SQUARE VETERINARY CLINIC					
	1/10/2011	881887	5,719.50		
				VETERINARY SVCS	5,719.50
	1/31/2011	881985	14,937.00		
				VETERINARY SERVICES-ANML SHLTR	8,669.50
				VETERINARY SERVICES-ANML SHLTR	6,267.50
	Vendor Total		**20,656.50**		
FYTD for PEDLEY SQUARE VETERINARY CLINIC			**67,035.00**		
PENA, IRIS					
	1/18/2011	205892	65.10		
				MILEAGE REIMBURSEMENT	65.10
	1/31/2011	206132	75.55		
				MILEAGE REIMBURSEMENT	75.55
	Vendor Total		**140.65**		
FYTD for PENA, IRIS			**417.00**		
PERRY, NORMA					
	1/3/2011	205780	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**2,231.11**		
PERS LONG TERM CARE PROGRAM					
	1/3/2011	205781	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/18/2011	205893	458.63		
				LONG TERM CARE INSURANCE	458.63
	1/31/2011	206133	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**1,375.89**		
FYTD for PERS LONG TERM CARE PROGRAM			**7,508.12**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PITASSI ARCHITECTS, INC					
	1/31/2011	881986	20,632.70		
				CORPORATE YARD SEWER LINE PROJ	10,172.70
				CORPORATE YARD FACILITY PROJ	10,460.00
	Vendor Total		**20,632.70**		
FYTD for PITASSI ARCHITECTS, INC			**129,882.11**		
PLEASANT, TRENA					
	1/18/2011	205894	92.00		
				REFUND-CANCELLED CLASS	92.00
	Vendor Total		**92.00**		
FYTD for PLEASANT, TRENA			**92.00**		
POIEMA LANDSCAPE, INC.					
	1/18/2011	881914	3,843.15		
				LANDSCAPE MAINT-ZONE S	1,712.15
				LANDSCAPE MAINT-ZONE E-12	2,131.00
	Vendor Total		**3,843.15**		
FYTD for POIEMA LANDSCAPE, INC.			**30,303.75**		
PRICE, GEORGE E.					
	1/3/2011	881854	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**2,231.11**		
PRIME COMMUNICATION OF CALIFORNIA, LLC					
	1/24/2011	206031	34.91		
				REFUND-BUS.LIC OVERPYMT	34.91
	Vendor Total		**34.91**		
FYTD for PRIME COMMUNICATION OF CALIFORNIA, LLC			**34.91**		
PROTECTION ONE					
	1/10/2011	205827	597.00		
				REFUND-VIBRA FIRE PERMIT FEES	300.00
				REFUND-VIBRA FIRE PERMIT FEES	276.00
				REFUND-VIBRA FIRE PERMIT FEES	21.00
	Vendor Total		**597.00**		
FYTD for PROTECTION ONE			**597.00**		
PRUDENTIAL CALIFORNIA REALTY					
	1/24/2011	206032	57.00		
				REFUND-BUS.LIC OVERPYMT	57.00
	Vendor Total		**57.00**		
FYTD for PRUDENTIAL CALIFORNIA REALTY			**57.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PS SERVICES, INC					
	1/24/2011	206033	126.88		
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	61.00
				REFUND-BUS.LIC OVERPYMT	4.88
	Vendor Total		**126.88**		
FYTD for PS SERVICES, INC			**126.88**		
PSOMAS					
	1/18/2011	205895	136.78		
				LASSELLE ST WIDENING PROJ SVCS	136.78
	Vendor Total		**136.78**		
FYTD for PSOMAS			**26,233.28**		
PULLIAM, TRENT D.					
	1/3/2011	881855	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.			**2,231.11**		
R & S OVERHEAD DOORS, INC.					
	1/24/2011	881956	2,270.75		
				OVERHEAD DOORS-FIRE # 48	258.00
				OVERHEAD DOORS-PSB	338.00
				OVERHEAD DOORS-PSB	49.00
				REMOVE/INSTALL NUTS-CITY YARD	561.00
				REMOVE/INSTALL NUTS-FIRE #2	729.00
				OVERHEAD DOORS-FIRE # 6	335.75
	Vendor Total		**2,270.75**		
FYTD for R & S OVERHEAD DOORS, INC.			**12,312.25**		
R G CLEANING SERVICE					
	1/24/2011	206034	35.00		
				REFUND-BUS.LIC OVERPYMT	35.00
	Vendor Total		**35.00**		
FYTD for R G CLEANING SERVICE			**35.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RALLY MANAGEMENT SERVICES, LLC					
	1/18/2011	881915	2,948.40		
				TEMP SVCS-HENDERSON W/E 12/5	719.28
				TEMP SVCS-HENDERSON W/E 12/12	719.28
				TEMP SVCS-RODRIGUEZ W/E 12/5	754.92
				TEMP SVCS-RODRIGUEZ W/E 12/12	754.92
	1/24/2011	881957	2,948.40		
				TEMP SVCS-HENDERSON W/E-12/19	719.28
				TEMP SVCS-HENDERSON W/E-12/26	719.28
				TEMP SVCS-RODRIGUEZ W/E-12/19	754.92
				TEMP SVCS-RODRIGUEZ W/E-12/26	754.92
	Vendor Total		**5,896.80**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**43,386.53**		
RAMIREZ, SERGIO					
	1/24/2011	206035	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for RAMIREZ, SERGIO			**20.00**		
RAY-RAMIREZ, DARCY L.					
	1/3/2011	205782	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.			**956.19**		
RE PLANET					
	1/24/2011	206036	30.17		
				REFUND-BUS.LIC OVERPYMT	30.17
	Vendor Total		**30.17**		
FYTD for RE PLANET			**30.17**		
RE/ MAX RESULTS					
	1/24/2011	206037	55.98		
				REFUND-BUS.LIC OVERPYMT	55.98
	Vendor Total		**55.98**		
FYTD for RE/ MAX RESULTS			**55.98**		
RESIDENTIAL WALL SYSTEMS					
	1/24/2011	206038	66.57		
				REFUND-BUS.LIC OVERPYMT	66.57
	1/31/2011	206134	61.90		
				REFUND-BUS LIC OVRPMT	61.90
	Vendor Total		**128.47**		
FYTD for RESIDENTIAL WALL SYSTEMS			**161.82**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RHA LANDSCAPE ARCHITECTS-PLANNERS					
	1/31/2011	206135	449.02		
				SHADOW MTN PARK LIGHTING PROJ	449.02
	Vendor Total		**449.02**		
FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS			**17,532.94**		
RICK ENGINEERING COMPANY					
	1/10/2011	881889	3,977.55		
				KITCHING ST IMPRVMNT PROJ	799.39
				KITCHING ST IMPRVMNT PROJ	118.16
				KITCHING ST IMPRVMNT PROJ	3,060.00
	1/31/2011	881987	2,380.00		
				KITCHING ST IMPRVMNT PROJ	2,380.00
	Vendor Total		**6,357.55**		
FYTD for RICK ENGINEERING COMPANY			**37,008.16**		
RIVAS, ELSA					
	1/3/2011	205783	58.00		
				REFUND-LICENSE PD	58.00
	Vendor Total		**58.00**		
FYTD for RIVAS, ELSA			**58.00**		
RIVERSIDE CONSTRUCTION COMPANY, INC					
	1/20/2011	110105	4,592.06		
				RETENTN PYMT PER ESCROW AGRMNT	4,592.06
	1/20/2011	110106	16,534.13		
				RETENTN PYMT PER ESCROW AGRMNT	16,534.13
	Vendor Total		**21,126.19**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**1,548,869.40**		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH					
	1/18/2011	205896	250.00		
				DFA FOR RABIES	250.00
	Vendor Total		**250.00**		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH			**450.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
1/24/2011	206039	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			COMMUNICATIONS SVCS	30.26
1/31/2011	206136	1,769.45		
			MAINT FOR RADIOS-PD	1,769.45
	Vendor Total	**2,012.38**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**15,243.91**		
RIVERSIDE COUNTY SHERIFF				
1/18/2011	881917	12,395.72		
			JAIL BOOKING FEES	5,188.43
			JAIL BOOKING FEES	7,207.29
	Vendor Total	**12,395.72**		
FYTD for RIVERSIDE COUNTY SHERIFF		**15,070,633.49**		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
1/18/2011	205897	727.00		
			REG-TRAFF COLL INV-MOTOR VEH	287.00
			REG-TRAFF COLL INVESTIG-ADV.	440.00
1/31/2011	206137	768.00		
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
	Vendor Total	**1,495.00**		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		**7,247.00**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
1/3/2011	205784	672.58		
			GARNISHMENT	194.53
			GARNISHMENT	478.05
1/18/2011	205898	652.09		
			GARNISHMENT	177.34
			GARNISHMENT	474.75
1/31/2011	206138	750.90		
			GARNISHMENT	110.17
			GARNISHMENT	165.79
			GARNISHMENT	474.94
	Vendor Total	**2,075.57**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**9,346.92**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF MV					
	1/31/2011	206139	8,914.18		
				EXTRA POLICE DUTY-RVHS	5,198.08
				EXTRA POLICE DUTY-RVHS	72.16
				EXTRA POLICE DUTY-RVHS	2,352.78
				EXTRA POLICE DUTY-RVHS	54.56
				EXTRA POLICE DUTY-RVHS	848.05
				EXTRA POLICE DUTY-RVHS	22.88
				EXTRA POLICE DUTY-RVHS	353.35
				EXTRA POLICE DUTY-RVHS	12.32
	Vendor Total		**8,914.18**		
FYTD for RIVERSIDE COUNTY SHERIFF MV			**14,860.24**		
RIVERSTONE RESIDENTIAL CA, INC					
	1/31/2011	206140	55.05		
				REFUND-BUS LIC OVRPMT	55.05
	Vendor Total		**55.05**		
FYTD for RIVERSTONE RESIDENTIAL CA, INC			**55.05**		
RLZ ENGINEERING					
	1/18/2011	881918	6,138.00		
				TEMP STAFFING SVCS-CAP PROJS	6,138.00
	Vendor Total		**6,138.00**		
FYTD for RLZ ENGINEERING			**41,850.00**		
ROBINSON, JOAQUIN DIEGO					
	1/18/2011	205899	304.00		
				INSTRUCTION SVCS-8 DAYS	304.00
	Vendor Total		**304.00**		
FYTD for ROBINSON, JOAQUIN DIEGO			**988.00**		
ROCHA, MARIA					
	1/5/2011	205797	95.00		
				REFUND-RABIES & SN DEPOSIT	20.00
				REFUND-RABIES & SN DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for ROCHA, MARIA			**95.00**		
ROCHA, SARA L.					
	1/3/2011	881856	787.80		
				OCT-DEC '10, DEC-FEB MEDI, PD	787.80
	Vendor Total		**787.80**		
FYTD for ROCHA, SARA L.			**2,544.56**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROGERS, EUGENE					
	1/3/2011	881857	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**2,231.11**		
ROGERS, KIANNA					
	1/18/2011	205900	162.50		
				MILEAGE REIMBURSEMENT	92.00
				MILEAGE REIMBURSEMENT	70.50
	Vendor Total		**162.50**		
FYTD for ROGERS, KIANNA			**972.00**		
ROSS, DAVID T.					
	1/3/2011	881858	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**2,231.11**		
ROSSON, LOUIS A.					
	1/3/2011	881859	270.70		
				RETIREE MED JAN '11	174.30
				RETIREE MED JAN '11	96.40
	Vendor Total		**270.70**		
FYTD for ROSSON, LOUIS A.			**2,009.26**		
ROTO - ROOTER SERVICE & PLUMBING CO.					
	1/24/2011	206040	95.56		
				REFUND-BUS.LIC OVERPYMT	95.56
	Vendor Total		**95.56**		
FYTD for ROTO - ROOTER SERVICE & PLUMBING CO.			**95.56**		
RUSSO, JOHN					
	1/3/2011	881860	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**2,231.11**		
RUVALCABA, RAFAEL					
	1/18/2011	205901	190.00		
				INSTRUCTION SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for RUVALCABA, RAFAEL			**190.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SA ASSOCIATES					
	1/18/2011	881919	9,450.00		
				TEMP STAFFING SVCS-CAP PROJS	9,450.00
	Vendor Total		**9,450.00**		
FYTD for SA ASSOCIATES			**76,875.00**		
SABRE LIGHTING AND SIGNS					
	1/31/2011	206141	573.49		
				EXTERIOR SIGNAGE RPLCMNT-STARS	527.35
				EXTERIOR SIGNAGE RPLCMNT-STARS	46.14
	Vendor Total		**573.49**		
FYTD for SABRE LIGHTING AND SIGNS			**17,274.49**		
SALAS, BRANDY					
	1/18/2011	205902	44.00		
				REFUND-CANCELLED CLASS	44.00
	Vendor Total		**44.00**		
FYTD for SALAS, BRANDY			**44.00**		
SALFRANK, MAUREEN					
	1/24/2011	206041	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALFRANK, MAUREEN			**20.00**		
SALGADO, ERIC					
	1/31/2011	206142	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SALGADO, ERIC			**20.00**		
SALIVA, MARVIN					
	1/24/2011	206042	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for SALIVA, MARVIN			**30.00**		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP					
	1/24/2011	881958	56.00		
				FIRE EXTINGUISHERS-ANIMAL SHEL	56.00
	Vendor Total		**56.00**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			**3,049.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN BERNARDINO SHERIFF'S DEPT. EVOC					
	1/18/2011	205903	1,159.00		
				MOTORCYCLE TRNG INSTR COURSE	1,159.00
	Vendor Total		**1,159.00**		
FYTD for SAN BERNARDINO SHERIFF'S DEPT. EVOC			**1,159.00**		
SANTA ROSA DEVELOPERS LIMITED					
	1/18/2011	205904	683.88		
				REFUND-CHANGE OF ZONE	173.87
				REFUND-CLOSED-GEN.PLAN	510.01
	Vendor Total		**683.88**		
FYTD for SANTA ROSA DEVELOPERS LIMITED			**683.88**		
SAVAGE, SUE & ROBERT					
	1/31/2011	206143	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAVAGE, SUE & ROBERT			**20.00**		
SAWLA, POOJA					
	1/31/2011	206144	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SAWLA, POOJA			**20.00**		
SC SIGNS					
	1/18/2011	205905	2,100.00		
				PUBLIC HEARING SITE POSTINGS	2,100.00
	Vendor Total		**2,100.00**		
FYTD for SC SIGNS			**2,100.00**		
SCHOENFELDER, LAURA					
	1/18/2011	205906	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for SCHOENFELDER, LAURA			**38.00**		
SCMAF - INLAND VALLEY					
	1/18/2011	205907	120.00		
				2010 A & I BANQUET	120.00
	Vendor Total		**120.00**		
FYTD for SCMAF - INLAND VALLEY			**120.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SECURITY LOCK & KEY					
	1/24/2011	881959	45.00		
				LOCK REPAIRS	22.50
				LOCK REPAIRS	22.50
	Vendor Total		**45.00**		
FYTD for SECURITY LOCK & KEY			**1,666.85**		
SEIFERT, VICTORIA					
	1/31/2011	206145	45.00		
				REFUND-ANIMAL SHELTER	19.00
				REFUND-ANIMAL SHELTER	10.00
				REFUND-ANIMAL SHELTER	16.00
	Vendor Total		**45.00**		
FYTD for SEIFERT, VICTORIA			**45.00**		
SERTA MATTRESS COMPANY					
	1/3/2011	205785	300.00		
				REFUND-12/17 EVENT DEPOSIT	300.00
	Vendor Total		**300.00**		
FYTD for SERTA MATTRESS COMPANY			**300.00**		
SHAH, JAGDISH					
	1/18/2011	881920	10,800.00		
				TEMP STAFFING SVCS-CAP PROJS	10,800.00
	Vendor Total		**10,800.00**		
FYTD for SHAH, JAGDISH			**122,040.00**		
SHARRETT, SHARON K.					
	1/3/2011	205786	174.30		
				RETIREE MED JAN '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,334.46**		
SHELDON, STUART H.					
	1/3/2011	205787	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHELL OIL CO.					
	1/10/2011	205828	48.77		
				FUEL PURCHASE	48.77
	1/24/2011	206044	143.16		
				FUEL PURCHASES	143.16
	1/24/2011	206045	1,096.70		
				FUEL PURCHASES	1,096.70
	1/24/2011	206046	18.08		
				FUEL PURCHASES	18.08
	Vendor Total		**1,306.71**		
FYTD for SHELL OIL CO.			**11,517.19**		
SHRED-IT					
	1/24/2011	206047	22.75		
				REFUND-BUS.LIC OVERPYMT	22.75
	Vendor Total		**22.75**		
FYTD for SHRED-IT			**22.75**		
SHURTLEFF, JEANNETTE L.					
	1/18/2011	881921	342.00		
				INSTRUCTION SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**2,964.00**		
SIERRA PACIFIC ELECTRICAL CONTRACTING					
	1/31/2011	206146	1,860.00		
				REPLACE TRAFFIC DETECTOR LOOPS	1,860.00
	Vendor Total		**1,860.00**		
FYTD for SIERRA PACIFIC ELECTRICAL CONTRACTING			**1,860.00**		
SINGER & COFFIN, APC					
	1/31/2011	881990	40.00		
				LEGAL SVCS	40.00
	Vendor Total		**40.00**		
FYTD for SINGER & COFFIN, APC			**7,499.98**		
SINGLETON-DECUIR, JANISHEIA					
	1/18/2011	881922	118.00		
				MILEAGE REIMBURSEMENT	118.00
	Vendor Total		**118.00**		
FYTD for SINGLETON-DECUIR, JANISHEIA			**277.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SKONBERG, RIX					
	1/18/2011	205935	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for SKONBERG, RIX			**1,500.00**		
SKY TRAILS MOBILE VILLAGE					
	1/24/2011	881960	49.31		
				REFUND-UT USER TAXES	49.31
	Vendor Total		**49.31**		
FYTD for SKY TRAILS MOBILE VILLAGE			**217.31**		
SLAGERMAN, SUSAN A.					
	1/3/2011	881861	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SLAGERMAN, SUSAN A.			**2,231.11**		
SMITH FLOORS & INSTALLATIONS					
	1/24/2011	206048	22.16		
				REFUND-BUS.LIC OVERPYMT	22.16
	Vendor Total		**22.16**		
FYTD for SMITH FLOORS & INSTALLATIONS			**7,794.16**		
SMITH, MARIA A.					
	1/3/2011	881862	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**2,212.27**		
SMITH, WILMA					
	1/18/2011	205908	200.00		
				REFUND-12/18 EVENT DEPOSIT	200.00
	Vendor Total		**200.00**		
FYTD for SMITH, WILMA			**200.00**		
SMUS, PAULA					
	1/10/2011	205829	37.40		
				MILEAGE REIMBURSEMENT	22.40
				MILEAGE REIMBURSEMENT	15.00
	1/24/2011	206049	93.10		
				MILEAGE REIMBURSEMENT	93.10
	Vendor Total		**130.50**		
FYTD for SMUS, PAULA			**277.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOCO GROUP, INC					
	1/10/2011	881890	6,756.90		
				FUEL PURCHASE	6,756.90
	Vendor Total		**6,756.90**		
FYTD for SOCO GROUP, INC			**157,607.90**		
SOLAR SERVICE CENTER					
	1/18/2011	205909	75.00		
				REFUND-BUS.LIC OVERPYMT	75.00
	Vendor Total		**75.00**		
FYTD for SOLAR SERVICE CENTER			**75.00**		
SOMERS, ROBERTA					
	1/24/2011	206050	75.00		
				REFUND-S/N DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for SOMERS, ROBERTA			**75.00**		
SOUTH COAST AIR QUALITY MGMT DISTRICT					
	1/18/2011	205910	684.59		
				FIRE # 91-OPERATING FEE	379.90
				FIRE # 91-EMISSIONS FEE	109.00
				FIRE # 2-OPERATING FEE	86.69
				FIRE # 2-EMISSIONS FEE	109.00
	Vendor Total		**684.59**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT			**2,076.08**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON					
	1/10/2011	205830	11,181.08		
				ELECTRICITY	118.32
				ELECTRICITY	24.80
				ELECTRICITY	21.26
				ELECTRICITY	26.65
				ELECTRICITY	115.18
				ELECTRICITY	241.31
				ELECTRICITY	926.51
				ELECTRICITY	2,831.91
				ELECTRICITY	187.02
				ELECTRICITY	418.93
				ELECTRICITY	932.08
				ELECTRICITY	745.74
				ELECTRICITY	146.37
				ELECTRICITY	813.76
				ELECTRICITY	468.41
				ELECTRICITY	412.07
				ELECTRICITY	387.59
				ELECTRICITY	22.33
				ELECTRICITY	1,817.12
				ELECTRICITY	198.34
				ELECTRICITY	138.30
				ELECTRICITY	63.33
				ELECTRICITY	123.75
	1/24/2011	206051	14,490.30		
				IFA CHARGES-SUBSTATION	14,146.73
				ELECTRIC CHARGES	343.57
	1/31/2011	206147	3,279.84		
				ELECTRICITY	25.45
				ELECTRICITY	1,034.65
				ELECTRICITY	704.85
				ELECTRICITY	137.16
				ELECTRICITY	817.85
				ELECTRICITY	344.98
				ELECTRICITY	24.57
				ELECTRICITY	48.93
				ELECTRICITY	141.40
	Vendor Total		**28,951.22**		
FYTD for SOUTHERN CALIFORNIA EDISON			**1,759,082.07**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.					
	1/24/2011	206052	11,304.40		
				GAS CHARGES	1,198.67
				GAS CHARGES	3,273.34
				GAS CHARGES	114.54
				GAS CHARGES	218.88
				GAS CHARGES	777.55
				GAS CHARGES	362.64
				GAS CHARGES	151.64
				GAS CHARGES	1,516.93
				GAS CHARGES	453.11
				GAS CHARGES	278.01
				GAS CHARGES	384.85
				GAS CHARGES	359.34
				GAS CHARGES	562.38
				GAS CHARGES	739.86
				GAS CHARGES	64.14
				GAS CHARGES	848.52
	Vendor Total		**11,304.40**		
FYTD for SOUTHERN CALIFORNIA GAS CO.			**37,468.71**		
SPARKLETTS					
	1/18/2011	205912	39.92		
				WATER SERVICE	12.28
				WATER SERVICE	27.64
	1/24/2011	206053	4.50		
				WATER SERVICE	4.50
	Vendor Total		**44.42**		
FYTD for SPARKLETTS			**426.91**		
SPECIALIZED BUSINESS SYSTEM, INC.					
	1/24/2011	206054	528.05		
				LEKTRIEVER MAINTENANCE	528.05
	Vendor Total		**528.05**		
FYTD for SPECIALIZED BUSINESS SYSTEM, INC.			**528.05**		
SPECK, GARY B.					
	1/3/2011	881863	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**2,231.11**		
SPECTRUM CARE					
	1/18/2011	881924	12,333.33		
				LANDSCAPE MAINT-ZONE E-1	10,540.00
				LANDSCAPE MAINT-ZONE E-1	1,793.33
	Vendor Total		**12,333.33**		
FYTD for SPECTRUM CARE			**90,835.36**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPENCER, MARTHA					
	1/3/2011	881864	229.88		
				RETIREE MED JAN '11	229.88
	Vendor Total		**229.88**		
FYTD for SPENCER, MARTHA			**1,397.06**		
SPRINT/NEXTEL					
	1/18/2011	881925	642.44		
				CELL PH CHGS-GTF	35.22
				CELL PH CHGS-SET	607.22
	Vendor Total		**642.44**		
FYTD for SPRINT/NEXTEL			**2,589.23**		
STANDARD INSURANCE CO					
	1/18/2011	205913	1,926.44		
				SUPPLEMENTAL INSURANCE	1,926.44
	Vendor Total		**1,926.44**		
FYTD for STANDARD INSURANCE CO			**227,964.72**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC					
	1/24/2011	881961	274.00		
				MONITORING SVCS-ANML SHLTR	175.00
				MONITORING SVCS-POLICE	99.00
	Vendor Total		**274.00**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**16,197.49**		
STATE BOARD OF EQUALIZATION					
	1/25/2011	1231101	1,976.00		
				SALES & USE TAX 10/1-12/31/10	1,976.00
	1/31/2011	206148	5,047.31		
				ELECTRICAL ENERGY SURCHARGE	5,047.31
	Vendor Total		**7,023.31**		
FYTD for STATE BOARD OF EQUALIZATION			**20,559.31**		
STATE DISBURSEMENT UNIT					
	1/6/2011	2773	1,835.37		
				CHILD SUPPORT W/H 01/06/11	1,835.37
	1/20/2011	2782	1,863.89		
				CHILD SUPPORT W/H 1/20/11	1,863.89
	Vendor Total		**3,699.26**		
FYTD for STATE DISBURSEMENT UNIT			**18,335.10**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE				
1/18/2011	205914	2,961.00		
			FINGERPRINTING SVCS-PD	2,961.00
1/31/2011	206149	2,649.00		
			BLOOD ALCHL ANLYS-PD	945.00
			BLOOD ALCHL ANLYS-PD	350.00
			BLOOD ALCHL ANLYS-PD	490.00
			FINGERPRINTING SVCS-HR	192.00
			FINGERPRINTING SVCS-STARS	64.00
			FINGERPRINTING SVCS-VOL SVCS	32.00
			FINGERPRINTING SVCS-B/L	32.00
			FINGERPRINTING SVCS-PARKS	64.00
			FINGERPRINTING SVCS-PARKS	192.00
			FINGERPRINTING SVCS-PD	288.00
	Vendor Total	**5,610.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**39,702.00**		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
1/18/2011	205915	145.34		
			REFUND-MVU	51.99
			REFUND-MVU	93.35
	Vendor Total	**145.34**		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		**1,771.30**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
1/18/2011	205916	2,889.12		
			TRANSCRIPTION SVCS-PD	2,889.12
	Vendor Total	**2,889.12**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**21,479.68**		
STERICYCLE (BFI)				
1/31/2011	881991	1,219.52		
			MED WASTE HAULING SVC	609.81
			MED WASTE HAULING SVC	609.71
	Vendor Total	**1,219.52**		
FYTD for STERICYCLE (BFI)		**3,901.50**		
STEVE'S VALLEY NURSERY				
1/24/2011	206055	175.00		
			PARK SAND	175.00
	Vendor Total	**175.00**		
FYTD for STEVE'S VALLEY NURSERY		**175.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEWART, CLIFFORD					
	1/3/2011	881865	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for STEWART, CLIFFORD			**1,774.42**		
STEWART, RICHARD A.					
	1/24/2011	206056	168.86		
				REFUND-CANDIDATE STATEMENT	168.86
	Vendor Total		**168.86**		
FYTD for STEWART, RICHARD A.			**168.86**		
STRADLING, YOCCA, CARLSON & RAUTH					
	1/10/2011	205831	10,293.96		
				LEGAL SVCS	2,227.43
				LEGAL SVCS	4,004.83
				LEGAL SVCS	250.00
				LEGAL SVCS	250.00
				LEGAL SVCS	1,282.35
				LEGAL SVCS	754.35
				LEGAL SVCS	425.00
				LEGAL SVCS	100.00
				LEGAL SVCS	700.00
				LEGAL SVCS	300.00
	1/18/2011	205917	300.36		
				LEGAL SVCS	300.36
	Vendor Total		**10,594.32**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH			**42,017.74**		
STRICKLER ASSOCIATION, THE					
	1/24/2011	881963	7,377.50		
				NEIGHBORHOOD STABILIZATION	2,745.00
				NEIGHBORHOOD STABILIZATION	1,252.50
				NEIGHBORHOOD STABILIZATION	3,380.00
	Vendor Total		**7,377.50**		
FYTD for STRICKLER ASSOCIATION, THE			**14,657.50**		
STRICKLER II, JOHN W.					
	1/3/2011	881866	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.			**2,231.11**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE					
	1/3/2011	205790	114.08		
				MISC. SUPPLIES-POLICE	13.03
				MISC. SUPPLIES-POLICE	22.83
				MISC. SUPPLIES-POLICE	8.69
				MISC. SUPPLIES-POLICE	69.53
	1/18/2011	205918	75.95		
				MISC.SUPPLIES-PARK MAINT.	32.46
				MISC.SUPPLIES-POLICE	43.49
	1/31/2011	206150	27.13		
				MISC SUPPLIES-PD	27.13
	Vendor Total		**217.16**		
FYTD for SUNNYMEAD ACE HARDWARE			**1,285.47**		
SWITZER, BANGON					
	1/31/2011	206151	112.00		
				REFUND-CLASS CANCELED	112.00
	Vendor Total		**112.00**		
FYTD for SWITZER, BANGON			**112.00**		
TARUCA, CARLOS					
	1/24/2011	206057	100.00		
				REFUND-ADMIN CITATION	100.00
	Vendor Total		**100.00**		
FYTD for TARUCA, CARLOS			**100.00**		
TAX COMPLIANCE SERVICES					
	1/18/2011	205919	6,250.00		
				UUT COMPLIANCE SERVICES	6,250.00
	Vendor Total		**6,250.00**		
FYTD for TAX COMPLIANCE SERVICES			**31,250.00**		
TEACHER CREATED MATERIALS, INC.					
	1/31/2011	206152	6,129.20		
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.85
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-STARS	1,141.84
				BUILDING FLUENCY KITS-SHIPPING	419.99
	Vendor Total		**6,129.20**		
FYTD for TEACHER CREATED MATERIALS, INC.			**6,129.20**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TEK WORKS					
	1/24/2011	206073	13,647.08		
				REPLCMNT OF EBI KEYCARD SYSTEM	12,802.19
				RELOCATE SYS PANEL AT CITY YRD	844.89
	1/31/2011	881992	145.81		
				REPAIRS @ ESA ANNEX	145.81
	Vendor Total		**13,792.89**		
FYTD for TEK WORKS			**63,284.87**		
THE GAS COMPANY					
	1/10/2011	205832	213.84		
				LINE EXTENSION-HIGHLND FIRE ST	213.84
	Vendor Total		**213.84**		
FYTD for THE GAS COMPANY			**213.84**		
THE SMOKE DETECTORS					
	1/10/2011	205833	1,000.00		
				TRUCK SMOKE OPACITY TESTS	1,000.00
	Vendor Total		**1,000.00**		
FYTD for THE SMOKE DETECTORS			**1,000.00**		
THOMSON REUTERS INC					
	1/18/2011	205920	2,652.53		
				LEGAL PUBLICATION SUBSCPTNS	199.09
				LEGAL PUBLICATION SUBSCPTNS	2,453.44
	Vendor Total		**2,652.53**		
FYTD for THOMSON REUTERS INC			**5,554.02**		
THYSSENKRUPP ELEVATOR CORPORATION					
	1/24/2011	206058	45.43		
				REFUND-BUS.LIC OVERPYMT	45.43
	Vendor Total		**45.43**		
FYTD for THYSSENKRUPP ELEVATOR CORPORATION			**45.43**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRICHE, TARA					
	1/24/2011	206059	1,411.92		
				INSTRUCTOR SVCS-BALLET 4	88.80
				INSTRUCTOR SVCS-BALLET 7	155.40
				INSTRUCTOR SVCS-BALLET 5	111.00
				INSTRUCTOR SVCS-BALLET 3	66.60
				INSTRUCTOR SVCS-DANCE 12	257.52
				INSTRUCTOR SVCS-DANCE 6	133.20
				INSTRUCTOR SVCS-DANCE 8	177.60
				INSTRUCTOR SVCS-DANCE 10	222.00
				INSTRUCTOR SVCS-HIP HOP 9	199.80
	Vendor Total		**1,411.92**		
FYTD for TRICHE, TARA			**11,956.92**		
TRI-CITY LINEN SUPPLY, INC.					
	1/3/2011	205791	166.00		
				LINEN SVCS	25.00
				LINEN SVCS	66.00
				LINEN SVCS	75.00
	1/10/2011	205834	50.00		
				LINEN SVCS	25.00
				LINEN SVCS	25.00
	1/18/2011	205921	25.00		
				LINEN SVCS	25.00
	1/31/2011	206153	25.00		
				LINEN RENTAL-CONF & REC CTR	25.00
	Vendor Total		**266.00**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,171.75**		
TROPICAL PLAZA NURSERY, INC					
	1/24/2011	206060	94.20		
				REFUND-BUS.LIC OVERPYMT	94.20
	Vendor Total		**94.20**		
FYTD for TROPICAL PLAZA NURSERY, INC			**94.20**		
TROPICAL PLAZA NURSERY, INC.					
	1/18/2011	205922	16,196.10		
				LANDSCAPE MAINT-ZONE E-2	15,700.00
				LANDSCAPE MAINT-ZONE E-2	496.10
	Vendor Total		**16,196.10**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**130,988.49**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE					
	1/31/2011	881993	14,614.60		
				LANDSCAPE MAINT-ZONE M	5,324.89
				LANDSCAPE MAINT-DSG 1/10	6,804.71
				LANDSCAPE MAINT-E16	2,485.00
	Vendor Total		**14,614.60**		
FYTD for TRUGREEN LANDCARE			**185,249.19**		
TUNTLAND, JAMES					
	1/3/2011	881867	267.88		
				RETIREE MED JAN '11	267.88
	Vendor Total		**267.88**		
FYTD for TUNTLAND, JAMES			**1,774.42**		
TURF STAR, INC.					
	1/24/2011	206061	700.47		
				GOLF COURSE EQUIP. PARTS	700.47
	Vendor Total		**700.47**		
FYTD for TURF STAR, INC.			**1,268.28**		
U.S. HEALTHWORKS MEDICAL GROUP					
	1/31/2011	206154	515.00		
				PRE-EMPLOYMENT PHYSICALS	360.00
				PRE-EMPLOYMENT PHYSICALS	65.00
				PRE-EMPLOYMENT PHYSICALS	90.00
	Vendor Total		**515.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**6,960.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA				
1/18/2011	205923	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205923 ON 1/18/11	-170.00
1/18/2011	205924	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205924 ON 1/18/11	-170.00
1/18/2011	205925	980.34		
			STANDBY LOC TRANSFER FEES	291.67
			STANDBY LOC TRANSFER FEES	397.00
			STANDBY LOC TRANSFER FEES	291.67
1/18/2011	205937	0.00		
			CREDIT TO REVERSE PREV PAYMENT	-291.67
			STANDBY LOC TRANSFER FEES	170.00
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK #205937ON 2/24/11	291.67
			VOIDED CHECK #205937ON 2/24/11	-170.00
			VOIDED CHECK #205937ON 2/24/11	-170.00
Vendor Total		**980.34**		
FYTD for UNION BANK OF CALIFORNIA		**58,713.22**		
UNITED PACIFIC SERVICES, INC				
1/31/2011	206155	16,694.50		
			TREE TRIMMING SVC-E3	9,869.00
			TREE TRIMMING SVC-E8	1,526.50
			TREE TRIMMING SVC-E15	1,065.00
			TREE TRIMMING SVC-E3	678.00
			TREE TRIMMING SVC-E3	2,000.00
			TREE TRIMMING SVC-E4	1,556.00
Vendor Total		**16,694.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**26,811.06**		
UNITED ROTARY BRUSH CORP				
1/10/2011	881891	716.67		
			BROOM KITS-STREET SWEEPER	223.58
			BROOM KITS-STREET SWEEPER	493.09
Vendor Total		**716.67**		
FYTD for UNITED ROTARY BRUSH CORP		**19,134.47**		
UNITED SITE SERVICES OF CA, INC.				
1/18/2011	205936	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
1/24/2011	881965	77.33		
			PORTABLE TOILET SVC-GOLF COURS	77.33
Vendor Total		**184.72**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,331.38**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED STATES TREASURY					
	1/3/2011	205792	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/18/2011	205926	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	1/31/2011	206156	50.00		
				PAYROLL DEDUCTION AGREEMENT	50.00
	Vendor Total		**150.00**		
FYTD for UNITED STATES TREASURY			**800.00**		
UNITED WAY OF INLAND VALLEYS					
	1/3/2011	205793	627.18		
				UNITED WAY CONTRIBUTIONS	627.18
	1/18/2011	205927	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	1/31/2011	206157	507.19		
				UNITED WAY CONTRIBUTIONS	507.19
	Vendor Total		**1,641.56**		
FYTD for UNITED WAY OF INLAND VALLEYS			**9,874.90**		
URRUTIA, MARIO					
	1/31/2011	206158	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for URRUTIA, MARIO			**20.00**		
USA MOBILITY/ARCH WIRELESS					
	1/24/2011	881966	36.59		
				PAGER SVC-PARK RANGERS	2.01
				PAGER SVC-TRANSP. DIV.	4.66
				PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total		**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS			**507.92**		
VA CONSULTING, INC.					
	1/18/2011	881927	11,056.75		
				AUTO MALL STREET UPGRADES PROJ	2,317.10
				AUTO MALL STREET UPGRADES PROJ	1,037.90
				AUTO MALL STREET UPGRADES PROJ	5,711.30
				AUTO MALL STREET UPGRADES PROJ	1,990.45
	Vendor Total		**11,056.75**		
FYTD for VA CONSULTING, INC.			**83,455.40**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY					
	1/24/2011	881967	1,415.00		
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-EOC	55.00
				PEST CNTRL-FIRE #2	45.00
				PEST CNTRL-FIRE #6	45.00
				PEST CNTRL-FIRE #48	45.00
				PEST CNTRL-FIRE #58	45.00
				PEST CNTRL-FIRE #65	45.00
				PEST CNTRL-FIRE #91	45.00
				PEST CNTRL-FIRE #91SPECIAL	45.00
				PEST CNTRL-SENIOR CENTER	55.00
				PEST CNTRL-TOWNGATE C/C	45.00
				PEST CNTRL-UTILITIES FIELD OFF	45.00
				PEST CNTRL-PUBLIC LIBRARY	55.00
				PEST CNTRL-P.S.B.	75.00
				PEST CNTRL-CITY HALL	75.00
				PEST CNTRL-CITY YARD	115.00
				PEST CNTRL-TRANSPORT TRAILER	45.00
				PEST CNTRL-PRO SHOP	22.50
				PEST CNTRL-MVTV-3	22.50
				PEST CNTRL-C & R	75.00
				PEST CNTRL-ANIMAL SHELTER	115.00
				PEST CNTRL-ANNEX # 1	55.00
				PEST CNTRL-HOBBY SHOP	45.00
				PEST CNTRL-MARCH ASES BLDG.	45.00
				PEST CNTRL-MARCH C/C	45.00
	1/31/2011	881994	540.00		
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-AQUEDUCT BIKEWAY	50.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
				PEST CNTRL-M.V. UTILITY	40.00
	Vendor Total		**1,955.00**		
FYTD for VACATE PEST ELIMINATION COMPANY			**11,475.00**		
VALI COOPER & ASSOCIATES, INC.					
	1/18/2011	881928	640.00		
				DAY ST IMPRVMNTS PROJ SVCS	640.00
	Vendor Total		**640.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.			**67,645.00**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VAS ASSOCIATES, INC.					
	1/24/2011	881968	17,040.00		
				TEMP STAFFING SVCS-CAP PROJS	17,040.00
	Vendor Total		**17,040.00**		
FYTD for VAS ASSOCIATES, INC.			**130,080.00**		
VASQUEZ, LIZ					
	1/31/2011	206159	30.00		
				REFUND-DOG ADOPTION	30.00
	Vendor Total		**30.00**		
FYTD for VASQUEZ, LIZ			**30.00**		
VERIZON					
	1/24/2011	206062	1,683.14		
				BACKBONE CHARGES	1,683.14
	Vendor Total		**1,683.14**		
FYTD for VERIZON			**11,861.61**		
VERIZON CALIFORNIA					
	1/31/2011	206160	618.41		
				PHONE CHRGS-ERC	618.41
	Vendor Total		**618.41**		
FYTD for VERIZON CALIFORNIA			**5,053.34**		
VICTOR MEDICAL CO					
	1/10/2011	205835	783.00		
				ANIMAL MEDICAL SUPPLIES	783.00
	Vendor Total		**783.00**		
FYTD for VICTOR MEDICAL CO			**8,299.81**		
VIGIL, ERNEST					
	1/3/2011	881868	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for VIGIL, ERNEST			**2,231.11**		
VINCENT, CLARENCE					
	1/3/2011	205794	1,657.32		
				JAN - 1/2 OF NOV '10, PAID JAN	1,657.32
	Vendor Total		**1,657.32**		
FYTD for VINCENT, CLARENCE			**1,657.32**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VINTAGE ROOFING AND SOLAR CO, INC					
	1/24/2011	206063	70.35		
				REFUND-BUS.LIC OVERPYMT	70.35
	Vendor Total		**70.35**		
FYTD for VINTAGE ROOFING AND SOLAR CO, INC			**70.35**		
VISION SERVICE PLAN					
	1/18/2011	881929	4,554.54		
				EMPLOYEE VISION INSURANCE	4,554.54
	Vendor Total		**4,554.54**		
FYTD for VISION SERVICE PLAN			**30,531.47**		
VISTA PAINT CORPORATION					
	1/10/2011	205836	999.23		
				PAINT & SUPPLIES	937.21
				PAINT & SUPPLIES	62.02
	Vendor Total		**999.23**		
FYTD for VISTA PAINT CORPORATION			**6,041.62**		
VULCAN MATERIALS CO, INC.					
	1/10/2011	205837	103.17		
				ASPHALTIC MATERIALS	103.17
	1/31/2011	206161	486.00		
				ASPHALTIC MATERIALS	171.69
				ASPHALTIC MATERIALS	104.54
				ASPHALTIC MATERIALS	105.23
				ASPHALTIC MATERIALS	104.54
	Vendor Total		**589.17**		
FYTD for VULCAN MATERIALS CO, INC.			**15,606.55**		
WAGGONER JR., GLENN C.					
	1/3/2011	881869	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGGONER JR., GLENN C.			**2,231.11**		
WAGNER, GARY D.					
	1/3/2011	881870	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.			**2,212.27**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGONER, ROBERT					
	1/3/2011	881871	360.40		
				12-8-10 - 2-8-11, PAID JAN '11	360.40
	Vendor Total		**360.40**		
FYTD for WAGONER, ROBERT			**1,441.60**		
WAGY, CARYLON					
	1/3/2011	205795	318.73		
				DEC '10, PAID JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**2,231.11**		
WALKER, ANTHONY					
	1/18/2011	205928	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for WALKER, ANTHONY			**50.00**		
WALKER, DONNA JEAN					
	1/18/2011	881930	38.00		
				INSTRUCTION SVCS-1 DAY	38.00
	Vendor Total		**38.00**		
FYTD for WALKER, DONNA JEAN			**304.00**		
WANG'S APARTMENT					
	1/18/2011	205929	95.00		
				REFUND-BUS.LIC OVERPYMT	95.00
	Vendor Total		**95.00**		
FYTD for WANG'S APARTMENT			**95.00**		
WASSON, KIRK					
	1/18/2011	881931	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for WASSON, KIRK			**722.00**		
WAXIE SANITARY SUPPLY					
	1/18/2011	205930	97.95		
				JANITORIAL SUPPLIES	56.06
				JANITORIAL SUPPLIES	34.01
				JANITORIAL SUPPLIES	7.88
	Vendor Total		**97.95**		
FYTD for WAXIE SANITARY SUPPLY			**97.95**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO BANK					
	1/24/2011	206064	2,000.00		
				A/C 22631700 TABS SERIES A	2,000.00
	1/31/2011	206162	4,000.00		
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
				TRUSTEE ANNUAL ADMIN CHRGS	2,000.00
	Vendor Total		**6,000.00**		
FYTD for WELLS FARGO BANK			**14,500.00**		
WELLS FARGO BANK, NA					
	1/31/2011	206163	750.00		
				ESCROW RE: 97 LRB PRIVT PLCMNT	750.00
	Vendor Total		**750.00**		
FYTD for WELLS FARGO BANK, NA			**750.00**		
WELLS FARGO CORPORATE TRUST					
	1/3/2011	110101	1,273.34		
				INT ON 97 CH COP VAR RATE BOND	1,273.34
	Vendor Total		**1,273.34**		
FYTD for WELLS FARGO CORPORATE TRUST			**5,779,064.04**		
WEST COAST DRYWALL & PAINT					
	1/24/2011	206065	25.52		
				REFUND-BUS.LIC OVERPYMT	25.52
	Vendor Total		**25.52**		
FYTD for WEST COAST DRYWALL & PAINT			**25.52**		
WEST PUBLISHING CORPORATION					
	1/31/2011	206164	535.00		
				AUTO TRACK SVCS-PD	535.00
	Vendor Total		**535.00**		
FYTD for WEST PUBLISHING CORPORATION			**3,710.00**		
WESTCON ELEVATOR, INC					
	1/24/2011	206066	32.30		
				REFUND-BUS.LIC OVERPYMT	32.30
	Vendor Total		**32.30**		
FYTD for WESTCON ELEVATOR, INC			**32.30**		
WESTERN INSULATIONS, LP					
	1/24/2011	206067	74.17		
				REFUND-BUS LIC OVRPMT	74.17
	Vendor Total		**74.17**		
FYTD for WESTERN INSULATIONS, LP			**74.17**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WESTERN MUNICIPAL WATER DISTRICT					
	1/24/2011	206068	163.33		
				WATER CHARGES	41.22
				WATER CHARGES	61.83
				WATER CHARGES	60.28
	Vendor Total		**163.33**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT			**15,595.04**		
WHEMPNER, LYLE					
	1/24/2011	206069	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for WHEMPNER, LYLE			**20.00**		
WIELIN, RONALD A.					
	1/3/2011	881872	318.73		
				RETIREE MED JAN '11	318.73
	Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.			**2,231.11**		
WILLDAN AND ASSOCIATES					
	1/24/2011	206070	8,474.16		
				PROF.SVCS-PLAN CHECKS	8,474.16
	Vendor Total		**8,474.16**		
FYTD for WILLDAN AND ASSOCIATES			**82,201.48**		
WILLIAMS, JANE L.					
	1/3/2011	881873	200.93		
				DEC '10, PAID JAN '11	128.78
				VSP SEPT-NOV '10, PAID JAN '11	72.15
	Vendor Total		**200.93**		
FYTD for WILLIAMS, JANE L.			**1,168.14**		
WILLIAMS, LARRY					
	1/3/2011	205796	3,710.00		
				DEC 09-NOV 10, PD JAN '11	3,710.00
	Vendor Total		**3,710.00**		
FYTD for WILLIAMS, LARRY			**3,710.00**		
WILLOUGHBY, LORIA					
	1/24/2011	881969	26.50		
				MILEAGE REIMBURSEMENT	26.50
	Vendor Total		**26.50**		
FYTD for WILLOUGHBY, LORIA			**326.50**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WINCHESTER ASSOCIATES					
	1/18/2011	205931	2,317.00		
				REFUND-CLOSED-CHG.ZONE	2,317.00
	Vendor Total		**2,317.00**		
FYTD for WINCHESTER ASSOCIATES			**2,317.00**		
WINZLER & KELLY CONSULTING ENGINEERS					
	1/31/2011	881995	11,210.00		
				TEMP STAFFING SVCS-UTILITIES	11,210.00
	Vendor Total		**11,210.00**		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS			**52,057.50**		
WIRZ & COMPANY					
	1/10/2011	205838	6.37		
				SALES TAXES FOR TOW LABELS	6.37
	Vendor Total		**6.37**		
FYTD for WIRZ & COMPANY			**2,087.80**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.					
	1/18/2011	881932	130.00		
				JANITORIAL SVCS-SENIOR SPECIAL	130.00
	1/24/2011	881970	3,208.75		
				JANITORIAL SVCS-DAY PORTER	1,768.75
				JANITORIAL SVCS-FAC.ANNEX	960.00
				CLEANING SVCS-TOWNGATE	480.00
	1/31/2011	881996	24,980.97		
				JANITORIAL SVCS-SNNYMD ELEM	184.10
				JANITORIAL SVCS-RAINBOW ELEM	310.19
				JANITORIAL SVCS-MAPLE ELEM	310.19
				JANITORIAL SVCS-STARS	224.16
				JANITORIAL SVCS-SNNYMD MIDDLE	152.10
				JANITORIAL SVCS-FAC ANNX	1,080.00
				SPECIAL CLEANINGS-CONF & REC C	2,625.00
				JANITORIAL SVCS-CITY HALL	3,532.79
				JANITORIAL SVCS-CITY YARD	260.28
				JANITORIAL SVCS-TRANS. TRAILER	73.80
				JANITORIAL SVCS-EMERG OPS CTR	516.27
				JANITORIAL SVCS-SP DIST ANNEX	551.73
				JANITORIAL SVCS-FACIL. ANNEX	93.24
				JANITORIAL SVCS-LIBRARY	1,328.85
				JANITORIAL SVCS-MARCH FIELD	955.70
				JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
				JANITORIAL SVCS-GOLF PRO SHOP	644.70
				JANITORIAL SVCS-MVTV STUDIO	58.05
				JANITORIAL SVCS-SENIOR CTR	1,916.18
				JANITORIAL SVCS-CONF & REC CTR	3,447.93
				JANITORIAL SVCS-TS ANNEX	340.08
				JANITORIAL SVCS-TOWNGATE C.C.	691.38
				CARPET DRYING-PD CHIEF'S OFFCE	20.00
				PORT. EXTRACTOR TO DRY CARPET	100.00
	Vendor Total		**28,319.72**		
FYTD for WURM'S JANITORIAL SERVICES, INC.			**188,298.85**		

City of Moreno Valley

Check Register

For Period 1/1/2011 through 1/31/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX					
	1/18/2011	205934	1,571.48		
				COPIER RNTL/MAINT-PARKS	359.34
				COPIER RNTL/MAINT-PARKS	779.48
				COPIER RNTL/MAINT-PARKS	432.66
	1/31/2011	206165	8,664.45		
				COPIER EXCESS PRINTS-STARS	2,619.28
				COPIER EXCESS PRINTS-STARS	1,895.34
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,888.43
				COPIER RNTL/MAINT-STARS	114.49
				COPIER EXCESS PRINTS-STARS	2,366.58
				COPIER RNTL/MAINT-GRAPHICS	1,422.13
				COPIER RNTL/MAINT-GRAPHICS	397.79
				CREDIT-METER EXCESS PRINTS	-1,522.09
				CREDIT-METER EXCESS PRINTS	-1,631.99
	Vendor Total		**10,235.93**		
FYTD for XEROX			**47,777.96**		
YAMASHITA, JULIA J.					
	1/3/2011	881875	309.40		
				OCT-NOV '10, PAID JAN '11	309.40
	Vendor Total		**309.40**		
FYTD for YAMASHITA, JULIA J.			**1,237.60**		
ZELAYA, XENIA					
	1/24/2011	206071	47.00		
				REFUND-CLASS REGIST	47.00
	Vendor Total		**47.00**		
FYTD for ZELAYA, XENIA			**47.00**		
	Subtotal		**1,176,392.93**		
	GRAND TOTAL		**12,324,061.41**		

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015.

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017.

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto.

BACKGROUND

On June 10, 2008, the City Council awarded an agreement to STK Architecture (STK) for design professional consultant services for the Cottonwood Fire Station. The City Council also authorized the selected consultant to design future Fire Station Nos. 65 and 107 (Morrison Park) based on a qualification-based selection process subject to funding availability, fee negotiations with the preferred consultant, STK, and City Council approval.

In approving the FY 09/10 Capital Improvement Project (CIP) budget, the City Council reappropriated funding for various fire stations, allowing the Fire Department additional time to reanalyze its coverage area to size a fire station and locate it at the most effective location

On February 8, 2010, the Fire Chief presented a request to, and received concurrence from, the Public Safety Subcommittee for design and construction of the Morrison Park Fire Station.

On March 23, 2010, the City Council approved the Agreement for Design Professional Consultant Services with STK Architecture, Inc. for architectural and engineering design and construction contract administration services for Morrison Park Fire Station.

DISCUSSION

The Morrison Park Fire Station is located on APN 487-370-017, owned by the City, at 13400 Morrison Street. The adjacent property along the north property line, APN 487-370-015, is owned by YMCA of Riverside City and County. This is the future site of the YMCA Youth Center. The Morrison Park Fire Station will be a two-bay fire station with a modified floor plan layout. The fire station will have two driveways accessing from Morrison Street. The northernmost driveway is located directly opposite to Rockport Drive to facilitate the traffic along Morrison Street. This northernmost driveway will be dedicated as a shared driveway between the Fire Station and the future YMCA Youth Center.

As part of the City Condition of Approval for construction of the Morrison Park Fire Station, the City of Moreno Valley and YMCA of Riverside City and County shall enter an Irrevocable Reciprocal Easement for Ingress and Egress to provide right of way for vehicular traffic entering the Fire Station and YMCA Youth Center through the northernmost driveway.

ALTERNATIVES

1. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and authorize the City Manager to execute said “Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will facilitate the construction of needed facilities.*

2. Do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, do not approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and do not authorize the City Manager to

execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will result in the delay of needed facilities.*

FISCAL IMPACT

The project is funded using 2007 Redevelopment Agency Tax Allocation Bond Series A proceeds (Fund 897) that were specifically allocated for the design and construction of the Morrison Park Fire Station. These funds must be used for their intended purpose and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGET

Fiscal Year 2010/2011 (897.91729)	$6,276,000
Total Funding	**$6,276,000**

ESTIMATED PROJECT COSTS

Final Design/Environmental Assessment/Const. Administration Services (including 10% contingency)	$ 766,000
Inspection, Testing, Geotechnical, and Survey services	$ 155,000
Communications (Riverside County IT services)	$ 50,000
Construction (including furniture and furnishings)	$5,200,000
Administrative Costs (permits, utility fees, Plan Check staff, misc.)	$ 100,000
Total Estimated Project Cost	**$6,271,000**

PRELIMINARY PROJECT SCHEDULE

Design Phase	April 2010 - June 2011
Bid and Award	July 2011 – September 2011
Notice of Construction Award	October 2011
Begin Construction	November 2011
Complete Construction	October 2012
Occupancy	November 2012

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Staff recommends the City Council approve the Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for shared use of the driveway separating the YMCA and Morrison Park Fire Station properties.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-015
Attachment "C" Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-017

Prepared By:
Henry Ngo, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/
City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/
Assistant City Engineer

Concurred By:
Steve Curley
Fire Chief

Concurred By:
Barry Foster
Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\Zurich\shared\PublWork\CapProj\CapProj\PROJECTS\Henry - 11-43472527 - Morrison Park Fire Station\CC Reports\YMCA Agreement - 03-22-11 -- Morrison Park Fire Station.doc

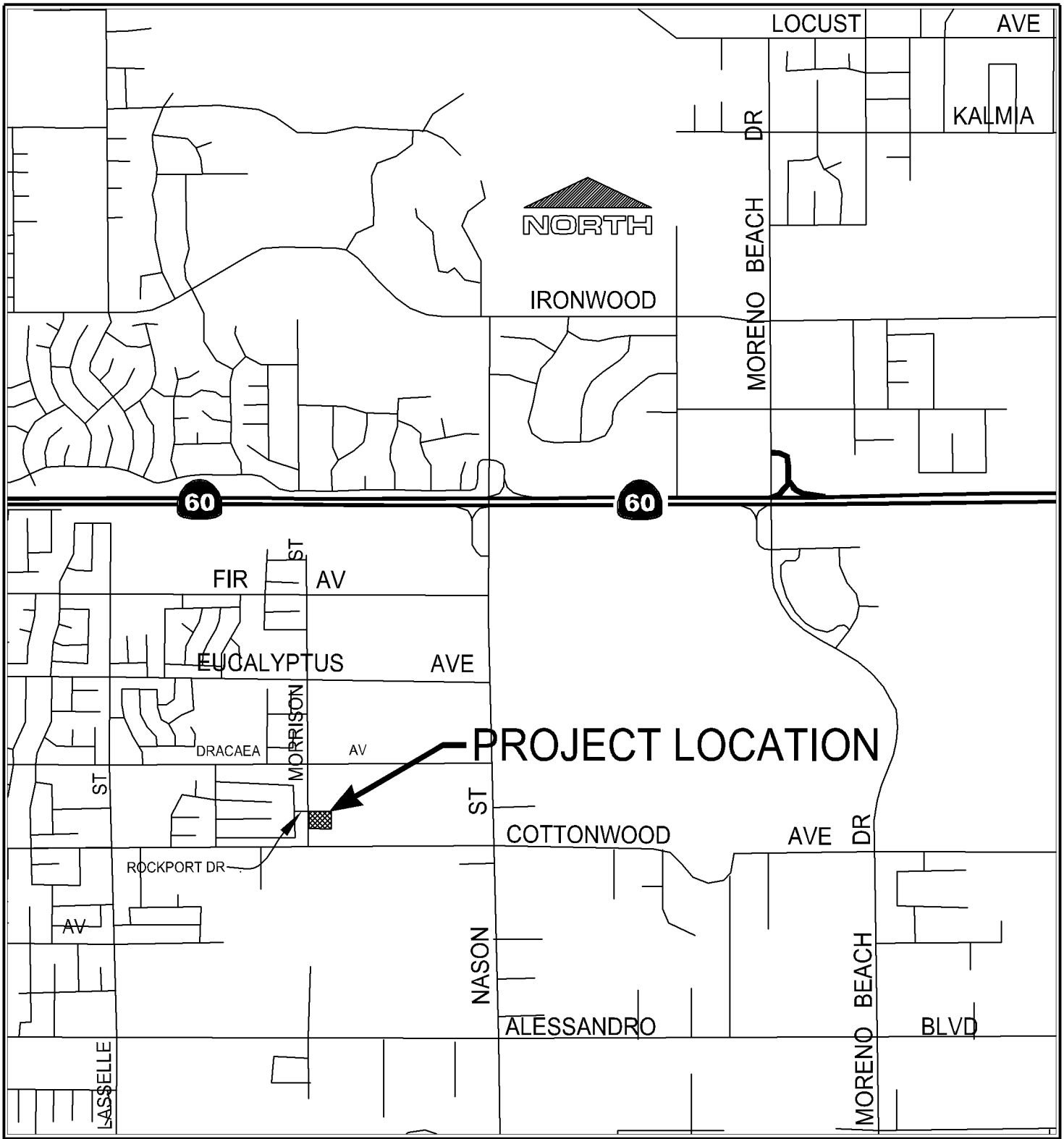

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

Attachment "A"

Morrison Park Fire Station

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MV00100829

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-015

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between YMCA of Riverside City and County ("Grantor") and City of Moreno Valley, A Municipal Corporation ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles exiting the Dominant Tenement from Morrison Street.

B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "B"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Southwest Corner of the Servient Tenement and the Norththwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantor agrees to not use this easement for a means of access for traffic during the construction of any site improvements on the Servient Tenement without written approval from the Grantee.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

YMCA of Riverside City and County

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

Grantor's Signature: _____ Date: _____

Grantor's Name, Title:

City of Moreno Valley, a municipal corporation

Grantee's Signature: _____ Date: _____

HENRY GARCIA, City Manager

Approved as to Form: _____ Date: _____

City Attorney

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-017

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between City of Moreno Valley, A Municipal Corporation ("Grantor") and YMCA of Riverside City and County ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles entering the Dominant Tenement from Morrison Street.

B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "C"

C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Northwest Corner of the Servient Tenement and the Southwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.

D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantee may not use this easement for a means of access for traffic during the construction of any site improvements on the Dominant Tenement, nor shall Grantee unreasonably interfere with the ability for ingress and egress to the Servient Tenement by the Grantor without written approval from the Grantor.

E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.

F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.

G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.

H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

City of Moreno Valley, a municipal corporation

Grantor's Signature: _____ Date: _____

HENRY GARCIA, City Manager

YMCA of Riverside City and County

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Grantee's Signature: _____ Date: _____

Grantee's Name, Title:

Approved as to Form: _____ Date: _____

City Attorney

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: 2010 ANNUAL REPORT OF THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council:

1) **RECEIVE AND FILE** the 2010 Annual Report of the Planning Commission; and

2) **AUTHORIZE** transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

PLANNING COMMISSION RECOMMENDATION

The 2010 Annual Report was adopted by the Planning Commission on February 24, 2011, and is forwarded to the City Council in accordance with the California Government code.

BACKGROUND

The Government Code mandates an annual Planning Commission report be presented to the legislative body (City Council) on the progress of the General Plan and its implementing mechanisms. The attached 2010 Annual Report of the Planning Commission provides the City Council with a report of the Planning Commission's actions and endeavors for the last year as required by the California Government Code.

DISCUSSION

In 2010, the Planning Commission held public hearings on 8 applications to amend the Municipal Code and/or General Plan. In addition, the Commission acted upon 16 developer-initiated applications, which included Conditional Use Permits, Plot Plans, Development Agreements and Tentative Tract Maps. The Planning Division staff also processed 609 administrative applications which include such projects as: new construction not within 300' of residential, sign permits and home occupation permits and 82 plan check reviews.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Posting of City Council Agenda.

ATTACHMENTS/EXHIBITS

1) 2010 Annual Report of the Planning Commission.

Prepared By:
Grace Espino-Salcedo
Administrative Assistant

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
Community & Economic Development Department
Planning Division

Planning Commission
ANNUAL REPORT
To the City Council

JANUARY – DECEMBER 2010

ATTACHMENT 1

TABLE OF CONTENTS

ACKNOWLEDGEMENTS 3

MAJOR ACCOMPLISHMENTS 5

GENERAL PLAN IMPLEMENTATION 9

PROJECT ACTIVITY 12

ACKNOWLEDGEMENTS

ACKNOWLEDGEMENTS

CITY COUNCIL (Elected)	**DISTRICT**	**TERM EXPIRES**
Bonnie Flickinger, Mayor	4	November 2010
Robin Hastings, Mayor Pro-Tem	3	November 2012
William H. Batey II	5	November 2012
Jesse L. Molina	1	November 2012
Richard A. Stewart	2	November 2010

PLANNING COMMISSION (Appointed)	**TERM EXPIRES**
Rick De Jong, Chairperson	March 31, 2011
Ray L. Baker, Vice-Chairperson	March 31, 2013
Michael S. Geller	March 31, 2013
Richard Dozier	March 31, 2013
George Salas, Jr.	March 31, 2013
Maria Marzoeki	March 31, 2011
George Riechers	March 31, 2011

CITY MANAGER
Robert G. Gutierrez

DEPUTY CITY MANAGER
Rick Hartmann

COMMUNITY DEVELOPMENT DEPARTMENT
Kyle Kollar, Director

Planning Division
John Terell, AICP Planning Official
Darisa Vargas, Senior Administrative Assistant
Grace Espino-Salcedo, Administrative Assistant
Chris Ormsby, AICP Senior Planner
Mark D. Gross, AICP Senior Planner
Claudia Manrique, Associate Planner
Gabriel Diaz, Associate Planner
Jeffrey Bradshaw, Associate Planner
Julia Descoteaux, Associate Planner
Leticia Esquivel, Senior Permit Technician
Yahnel Bishop, Permit Technician
Summer Looy, Permit Technician

MAJOR ACCOMPLISHMENTS

MAJOR ACCOMPLISHMENTS

The Moreno Valley Planning Commission is committed to implementing the adopted General Plan, Development Code and Design Guidelines. The Development Code and Design Guidelines, combined with the adopted Landscape Development and Specifications, are the major tools to implement the General Plan.

The purpose of this Annual Report is to highlight significant accomplishments, summarize ongoing projects, and describe special studies that the Moreno Valley Planning Commission has been working on during the 2010 calendar year. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code.

Major Accomplishments in 2010 were:

Major development projects reviewed by the Planning Commission in 2010 were as follows:

- PA06-0173 (Plot Plan) Construction of 4,877 square feet neighborhood market located in the Village Commercial Zone (VC). Located at southeast corner of Alessandro and Redlands Boulevards (APNS: 478-430-002, 478-430-012, 013, 014 & 015).

- PA07-0147 (Plot Plan), PA07-0157 (Tentative Parcel Map No. 35837) Plot Plan for a 353,869 square foot warehouse distribution building on approximately 16.55 acres. The project includes a Tentative Parcel Map to merge the two existing parcels into one parcel. The site is zoned Light Industrial (LI) which allows for warehouse distribution facilities. Located at the northeast corner of Cactus Avenue and Joy Street.

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial © zones. Location: Citywide.

- PA07-0005 (Municipal Code Amendment), PA10-0004 (General Plan Amendment) Municipal Code Amendment to amend various chapters in Title 9 to change Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. A General Plan Amendment to revise 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre. Location: Citywide.

- PA09-0025 (Plot Plan), PA09-0043 (Tentative Parcel Map No. 36262) Plot Plan with hearing for a vehicle fueling station with eight pumps, a 4,000 square foot convenience store, and a 968 square foot automated drive through carwash on 1.77 acres in the Community Commercial (CC) zone. Located at the southwest corner of Alessandro Boulevard and Moreno Beach Drive.

- PA10-0012 (FY 2010-2011 Capital Improvement Plan Conformance with the General Plan) To make a finding that the Fiscal Year 2010-2011 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan. Various locations throughout the City of Moreno Valley.

- PA06-0185 (General Plan Amendment), PA06-0184 (Change of Zone), PA06-0183 (Tentative Tract Map No. 34748), P09-102 (Variance) Tentative Tract Map No. 34748 for a 135 single-family residential lot subdivision on 40 acres. This project includes a General Plan and Change of zone to change the land use from Business Park (BP) to Residential 5 (R5). Lot sizes will range from 7,200 square feet to 12,576 square feet. The proposed variance covers retaining walls on four lots (Lot Numbers 37, 38, 39 and 40) that are over three feet in height. Located at the southeast corner of Heacock Street and Gentian Avenue.

- PA08-0079 (Master Plot Plan), PA08-0080 (Plot Plan), PA08-0081 (Tentative Tract Map No. 36083) Tentative Tract Map No. 36083 to subdivide a 16.9 acres parcel into 6 pads for commercial retail use. Pad A will include a WinCo Supermarket (95,440 square feet) and Pad F additional retail space (14,800 square feet). No specific buildings have been submitted for the other four parcels. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0045 (Conditional Use Permit) Proposal for the installation of a 50-foot tall monopine telecommunications facility to include 12 antennas, 12TMA antennas, one microwave dish, tow GPS antennas and the associated ground equipment. The monopine and the equipment shelter will be located on the west side of Cottonwood Park in the Residential Agricultural 2 (RA2) zone. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.

- PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.

- PA10-0021 (General Plan Amendment) General Plan Amendment to modify the City's Bikeway Plan. Location: Citywide.

- PA10-0031 (Municipal Code Amendment) Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding pharmacy land use to the Business Park Mixed-Use (BPX) zone. Location: Citywide.

- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

- PA09-0027 (Conditional Use Permit) Conditional Use Permit to allow Big 6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license from Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 a.m. and 8:30 p.m. Located at 21748 Cottonwood Avenue (APN: 263-160-037). ***(DENIED)***

Other Development Projects reviewed by the Planning Commission in 2010 as follow:

- P10-002 (Amended Plot Plan) Amended Plot Plan for modification of the original conditions of approval for Tentative Parcel Map No. 33275 to re-classify all public roads within the development as private and to eliminate the requirement for a public improvement agreement and security deposit. Located north of Alessandro Boulevard and west of Wilmot Street at Gifford Avenue and Curtis Street. ***(DENIED)***

- P10-020 (Conditional Use Permit) Construction of a new 8,700 square foot multipurpose/sanctuary located in the Community Commercial (CC) Zone. Located at 23750 Alessandro Boulevard (APNs: 296-300-005 & 296-300-007).

GENERAL PLAN IMPLEMENTATION

GENERAL PLAN IMPLEMENTATION

The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The amendments were approved by the Planning Commission and forwarded to the City Council for their approval.

The following General Plan Amendments were recommended for approval by the Planning Commission in 2010:

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial (C) zones. Location: Citywide.

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- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.

PROJECT ACTIVITY

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SUMMARY OF PLANNING COMMISSION PROJECT ACTIVITY FOR THE PERIOD JANUARY 2010 THROUGH DECEMBER 2010

PROJECT TYPE	TOTAL PROJECTS REVIEWED
Amended Design Manual	0
Amended Plot Plan	1
Change of Zone	1
Conditional Use Permit	3
Conditional Use Permit Amendment	0
Development Agreement	0
Development Agreement Amendment	0
Municipal Code Amendment	4
General Plan Amendment	4
Modification to Conditions of Approval	0
Parcel Map	0
Plot Plan	4
Plot Plan Amendment	0
Reversion to Acreage	0
Specific Plan Amendment	0
Specific Plan Adoption	0
Tentative Parcel Map	2
Tentative Parcel Map Amendment	0
Tentative Tract Map	2
Tentative Tract Map Amendment	0
Tentative Tract Map Variance	0
Variance	1
Master Plot Plan and Related	1
10 Year Capital Plan Amendment	1
TOTAL PROJECTS	24

* This does not include Administrative Approvals that include such projects as: new construction not within 300' of residential, home occupation permits and signs. There were **609** Administrative Approvals and **82** plan check reviews in 2010.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: March 22, 2011

TITLE: Consideration of the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority

RECOMMENDED ACTION

Staff recommends that the City Council approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

BACKGROUND

The Western Riverside Regional Conservation Authority (RCA) was formed in 2004 to administer and implement the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). A joint powers authority, the RCA collectively acquires, administers, operates, and maintains land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the MSHCP. The RCA consists of the County of Riverside and the Cities of Moreno Valley, Lake Elsinore, Hemet, Perris, Riverside, Temecula, Corona, Banning, Beaumont, Norco, Calimesa, Murrieta, San Jacinto, Canyon Lake, Wildomar and Menifee. The City is represented on the RCA Board by Council Member William Batey.

DISCUSSION

The joint powers agreement for the Regional Conservation Authority was originally executed by the County of Riverside and 14 cities in 2004. In March, 2009, the agreement was amended to include the new cities of Wildomar and Menifee. At the February 7, 2011 meeting, the RCA Board of Directors approved the Fourth Amended and Restated agreement adding the City of Eastvale to the joint powers authority upon approval of all the member agencies.

ALTERNATIVES

1) Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff recommends this alternative.*

2) Not approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff does not recommend this alternative.*

FISCAL IMPACT

The proposed amendment to the agreement will have no fiscal impact to the City.

SUMMARY

The approval of the proposed Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority would indicate the City's approval to add the City of Eastvale to the RCA.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Exhibit "A": Letter dated February 7, 2011 and Fourth Amended and Restated Agreement

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Regional Conservation Authority
Western Riverside County

CITY MANAGER
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Board of Directors

Chairman
Jeff Stone
County of Riverside

Vice Chairman
Jim Hyatt
City of Calimesa

Kevin Bash
City of Norco

William Batey
City of Moreno Valley

Ben Benoit
City of Wildomar

John Benoit
County of Riverside

Roger Berg
City of Beaumont

Randy Bonner
City of Canyon Lake

Bob Buster
County of Riverside

Maryann Edwards
City of Temecula

Thomas Fuhrman
City of Menifee

Mike Gardner
City of Riverside

Linda Krupa
City of Hemet

Alan Long
City of Murrieta

John Machisic
City of Banning

Melissa Melendez
City of Lake Elsinore

Scott Miller
City of San Jacinto

Eugene Montanez
City of Corona

John Tavaglione
County of Riverside

Mark Yarbrough
City of Perris

Executive Staff

Charles Landry
Executive Director

3403 10th Street, Suite 320
Riverside, California 92501

P.O. Box 1667
Riverside, California 92502-1667

Phone: (951) 955-9700
Fax: (951) 955-8873
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February 7, 2011

The Honorable Richard A. Stewart, Mayor
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

RE: CITY COUNCIL ACTION REQUESTED – FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Dear Mayor Stewart:

The Board of Directors of the Western Riverside County Regional Conservation Authority, at their meeting of February 7, 2011, approved the Fourth Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the Western Riverside County Regional Conservation Authority. Said amended agreement would add the City of Eastvale to the joint powers authority once all of the member agencies have adopted the proposed amended agreement.

Enclosed is the proposed Amended and Restated JPA along with 26 signature pages for the City of Moreno Valley. We are requesting 26 original signatures in order that all of the member agencies may be provided with a fully executed original of the JPA. Each member agency must place the item on the agenda for approval. Once it is approved, please return the JPA with the 26 original signature pages to me. Once all of the signature pages are received, each member agency will be provided with a fully executed original JPA for their records.

Your expeditious approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement would be greatly appreciated in order that the City of Eastvale may become a member agency of the Western Riverside County Regional Conservation Authority as soon as possible. Should you have any questions, please feel free to call me at (951) 955-9700.

Sincerely,

Honey Bernas
Director of Administrative Services

Enclosures: Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority with 26 Signature Pages

cc: Jane Halstead, City Clerk
Henry T. Garcia, City Manager

Exhibit "A"

FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

This Joint Powers Agreement dated _____, 2011 is made by and between the COUNTY OF RIVERSIDE, and the Cities of BANNING, BEAUMONT, CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE, MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO, TEMECULA and WILDOMAR, hereinafter sometimes referred to collectively as "Parties," for the purpose of acquiring, administering, operating and maintaining land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the Western Riverside County Multiple Species Habitat Conservation Plan, hereinafter referred to as the "MSHCP."

RECITALS

WHEREAS, the Cities and the County, hereinafter sometimes jointly referred to as "Parties", are authorized and empowered to contract with each other for the joint exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, hereinafter referred to as "the Act"; and

WHEREAS, the County and the Cities each have the authority and power to prepare and implement habitat conservation plans for the protection of rare, threatened and endangered species, and to acquire, own, maintain and operate habitat reserves for such species in connection with said habitat conservation plans; and

WHEREAS, the formation of a single public agency would most efficiently serve the interests of the County and Cities by allowing the County and the Cities to jointly exercise the aforementioned powers; and

WHEREAS, the County in consultation with the Cities has prepared the MSHCP; and

WHEREAS, the County and the Cities desire to organize themselves pursuant to

this Joint Powers Agreement, hereinafter referred to as the "Agreement", to implement the MSHCP should the MSHCP ultimately be approved by the County and Cities; and

WHEREAS, the original Joint Powers Agreement was dated January 27, 2004 and was entered into between the County of Riverside and fourteen (14) cities in western Riverside County; and

WHEREAS, the Cities of Menifee and Wildomar became member agencies on April 7, 2009; and

WHEREAS, the parties and the City of Eastvale desire that the City of Eastvale become a member of the Western Riverside County Regional Conservation Authority.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1. **Purpose**. The purpose of this Agreement is to create a public agency to acquire, administer, operate and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP and to implement the MSHCP in the event the MSHCP is approved by the County and Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Bond Law").

Section 2. **Creation of the Authority**. Pursuant to the Act and the Bond Law, there is hereby created a public agency to be known as the "Western Riverside County Regional Conservation Authority," hereinafter referred to as the "RCA." The RCA shall be a public agency, separate and apart from its members, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purposes of this Agreement.

Section 3. **Powers.** In carrying out the purpose of this Agreement, the RCA shall have the following powers:

A. To make and enter into contracts;

B. To employ agents, consultants, attorneys and employees;

C. To acquire property, and any interest in property, both real and personal by purchase, gift, option, grant, bequest, devise or otherwise, and hold and dispose of such property;

D. To conduct and direct studies and to develop and implement plans to complement, modify or supplement the MSHCP;

E. To incur debts, liabilities, and obligations;

F. To sue and be sued in its own name;

G. To employ reserve managers and other personnel to operate, maintain, and administer the habitat reserves established through implementation of the MSHCP;

H. To be an applicant, make applications for, and receive grants from governmental and private entities and to participate in State bond issues;

I. To prepare project reports and applications, to qualify for grants, and to enter into grant contracts and to do all other things necessary to comply with State and Federal laws and regulations with respect to grants;

J. To borrow or receive advances of funds from its members or from such other sources as may be permitted by law;

K. To contract with its members and other entities who operate or will operate the habitat reserves established through implementation of the MSHCP;

L. To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses to carry out the powers of the RCA;

M. To acquire, hold, and dispose of equipment;

N. To lobby state and federal governments and their officials as well as private entities to obtain funding for implementation of the MSHCP and employ individuals or entities to conduct such lobbying activities on its behalf; and

O. To exercise the powers granted to it under the Act, including, but not limited to, the Bond Law and the powers common to each member, as may be necessary to accomplish the purposes of this Agreement.

P. To invest money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code.

Section 4. **Term.** The term of this Agreement shall continue until terminated by the Parties hereto by their mutual written consent as set forth in Section 5 of this Agreement.

Section 5. **Termination, Withdrawal and Amendment.**

A. This Agreement shall be automatically terminated and considered null and void in the event the MSHCP is not approved by the County and the Cities or appropriate permits are not issued by the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

B. Any Party to this Agreement may withdraw for any reason upon giving all other Parties sixty (60) days advance written notice of the effective date of such withdrawal. This Agreement shall thereupon be deemed automatically amended to reflect the withdrawal of said Party from the RCA and this Agreement. Upon withdrawal of any Party from the RCA and this Agreement, the withdrawing Party shall not receive any distribution, partial or otherwise, of any cash or other assets of the RCA.

C. Provided there is mutual consent by the governing bodies of each of the Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to add new Parties; or (2) amended to change any portion of this Agreement. Alternatively, any Western Riverside County city may become a party to the Authority upon such terms

and conditions as established by the Board or Executive Committee. Any Western Riverside County city shall become a party to the Authority by the adoption by the city council of this Agreement and the execution of a written addendum to this Agreement agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board or Executive Committee.

D. The Parties to this Agreement specifically agree that this Agreement creates an entity which may acquire or hold property. Pursuant to California Government Code Sections 6511 and 6512, upon completion of the purposes of this Agreement or upon termination thereof, any property or assets acquired or surplus money on hand which was obtained pursuant to this Agreement and which is not required by law or contract to be distributed in a different manner, may be returned to the then Parties to the Agreement in proportion to the contributions made, or in the alternative, may be transferred to any local, state, federal or private entity who agrees to assume the duties and obligations of the RCA. However, any distribution of assets shall be subject to the prior discharge of enforceable liability against the RCA. Subject to the foregoing, each Parties proportionate share shall be based upon each Parties contributions to the RCA submitted to the RCA in accordance with Sections 17.A. and B. below.

Section 6. <u>RCA Board and Membership</u>. This Agreement and the authority hereby created shall be administered by the governing body of the RCA which shall be known as the "Board of the Western Riverside County Regional Conservation Authority" hereinafter referred to as the "Board."

The regular members of the Board shall be the five members of the Riverside County Board of Supervisors and one member from each incorporated city who is signatory to the Agreement. Written notification of the appointment of a City representative shall be provided to the Chairperson of the Board.

Each member of the Riverside County Board of Supervisors may appoint an alternate member and each City may appoint one alternate member. Each regular member and alternate City appointed member must hold an elective office on the

respective governing body appointing the regular or alternate member. The Board of Supervisors may appoint a city council member of a member city to represent each Board of Supervisor member as an alternate at meetings of the RCA Board or committees. Notwithstanding the prior sentence, in no event shall the same person serve as a city representative and alternate for the Board of Supervisor's member of the same meeting. Notice of the appointment of an alternate shall be made in writing to the chairperson of the RCA Board. In the absence of a regular member, the alternate member shall, if present, participate in a meeting of the Board the same as if the alternate member were the regular member.

Regular members and alternate members shall serve on the Board during the term for which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier. However, a regular or alternate member's position on the Board shall automatically terminate if and when the term of the elected public office of such regular or alternate member is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the Board of the name of the replacement regular or alternate member.

Regular members and alternate members, if participating in a meeting of the Board on behalf of a regular member, shall be entitled to compensation for participation in meetings of the Board and necessary traveling and personal expenses incurred in the performance of the member's duties as authorized by the Board. Such compensation shall be fixed by resolution of the Board.

Section 7. <u>Meetings of the RCA Board</u>.

A. **<u>Meetings.</u>** The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be provided to the governing body of each of the Parties and with each Party's designated regular and alternate member. Special meetings and adjourned meetings may be held as required or permitted by law.

B. **Ralph M. Brown Act.** All meetings of the Board, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

C. **Quorum and Voting.** A majority of the members of the Board shall constitute a quorum for the transaction of business and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board. Each regular member or alternate member acting in the place of a regular member shall have one vote at meetings of the Board. However, any member of the Board, immediately after a vote of the Board and prior to the start of the next item on the agenda may call for a weighted vote. For an item to be passed by weighted vote, all of the following requirements shall be met:

I. the item shall be approved by a majority of the Board members present at the meeting who represent the Riverside County Board of Supervisors, who each shall have one vote;

II. the item shall be approved by a majority of the Board members present at the meeting who represent Cities, who each shall have one vote; and

III. the item shall be approved by Board members present at the meeting who represent Cities representing a majority of an equal combination of 1) the population of the county living in incorporated areas within the boundaries of the MSHCP Plan area, and 2) the number of acres currently within the Criteria Cells in the incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Eastvale – 1,024 acres; Hemet – 1,158 acres; Lake Elsinore – 14,336 acres; Menifee – 249 acres; Moreno Valley – 2,325 acres; Murrieta – 8,726 acres; Norco – 734 acres; Perris – 3,181 acres; Riverside – 1,201 acres; San Jacinto – 4,580 acres; Temecula – 3,899 acres; and Wildomar – 4,151 acres. Population data shall be determined through California Department of Finance estimates, adjusted annually.

In addition, the Board may, through resolution, revise the above-referenced number of acres due to the addition of a new member entity or other appropriate adjustments as the Board deems necessary.

D. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the RCA.

Section 8. Officers. The Board shall select a Chairperson and a Vice-Chairperson at its first meeting and at the first meeting held in each succeeding calendar year. Additionally, at its first meeting and at the first meeting held in each succeeding calendar year shall, the Board shall select any other officers it deems appropriate. In the event an officer resigns or ceases to be an officer, the Board shall select a replacement therefore at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

A. **Treasurer.** The treasurer of a member agency shall serve as the treasurer of the RCA. The Board pursuant to the adoption of a resolution shall appoint the treasurer of a member agency to serve as the Treasurer. The Treasurer shall have the custody of the RCA money and disburse RCA funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Board. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the RCA and place in the Treasury of the Treasurer to the credit of the RCA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all RCA money so held; pay, when due, out of money of the RCA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the RCA or Board; verify and report in writing on the first day of July, October, January and April of each year to the RCA the amount of money held for the RCA, the amount of receipts since the last report,

and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

B. **Controller.** The Finance Director of a member agency shall serve as the Controller of the RCA. The Board pursuant to the adoption of a resolution shall appoint the finance director of a member agency to serve as the Controller. The Controller shall draw warrants to pay demands against the RCA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of al receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the RCA in the possession of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the RCA, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of the RCA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 6505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the RCA available for such purpose. The Board by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Section 9. MSHCP Advisory Committee. Within thirty (30) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department

of Fish and Game for the MSHCP, the Board shall form an MSHCP Advisory Committee. The MSHCP Advisory Committee shall consist of the Riverside County Habitat Conservation Agency (RCHCA) Board of Directors and one representative from each City who is not a member of the RCHCA. Within six (6) months of execution of this Agreement, or at any time thereafter, the Board may review the RCA organizational structure established by this Agreement to determine if it is facilitating MSHCP implementation.

Section 10. Executive Director. The Board shall retain an Executive Director to administer the MSHCP in compliance with the duties and responsibilities set forth in Sections 5.0 and 6.0 of the MSHCP. As required by the MSHCP, the RCA shall initially contract with the County of Riverside to provide an appropriate department or individual to act as the Executive Director within thirty (30) days of the formation of the RCA. The appropriate department or individual shall be recommended by the County's Executive Officer and considered by the Board. It is understood by the Parties to this Agreement that the Board may accept or reject the County Executive Officer's recommendation of an appropriate department or individual to serve as the Executive Director. This contract shall be for an initial term of three (3) years. At least six (6) months prior to the expiration of this initial contract term, the Board shall review the County department's or individual's performance as Executive Director. Based upon this review, the Board may elect to extend the contract with the County or select an alternative entity or individual for the Executive Director position upon expiration of the initial term.

Section 11. RESERVED

Section 12. Monitoring Program Administrator. Upon issuance of the permits for the MSHCP by the U.S. Fish and Wildlife Service and California Department of Fish and Game and for a period of eight (8) years thereafter, the California Department of Fish and Game shall serve as the Monitoring Program Administrator for the MSHCP. The Monitoring Program Administrator shall be responsible for implementing the monitoring program contained in Section 5.0 of the MSHCP and shall perform all duties

and responsibilities as set forth in Sections 5.0 and 6.0 of the MSHCP. Thereafter, the Board may elect to have the Department continue acting in the capacity or shall select an alternative individual or entity for this position if the Board determines that the Department cannot adequately perform the duties and responsibilities of this position.

Section 13. Reserve Managers. The Board shall retain at least one Reserve Manager to manage lands owned by the RCA within the MSHCP Conservation Area. This Reserve Manager(s) shall report to the Executive Director and shall perform all the duties and responsibilities set forth in Section 5.0 and Section 6.0 of the MSHCP. Additionally, Reserve Managers managing lands owned by any Party to this Agreement that are within the MSHCP Conservation Area shall report to the Executive Director.

Section 14. Independent Science Advisors. The Board shall retain, as appropriate, independent science advisors who are qualified biologists and conservation experts with expertise in species covered by the MSHCP and their habitats. Additionally, to the extent feasible, the independent science advisors shall have experience in land management. Independent science advisors shall be retained on an annual basis, shall report to the Executive Director and shall comply with the duties and responsibilities set forth in Section 6.0 of the MSHCP.

Section 15. Funding Coordination Committee. Within one hundred and twenty (120) days after issuance of the permits by the U.S. Fish and Wildlife Service and California Department of Fish and Game for the MSHCP, the Board shall form a Funding Coordination Committee to provide recommendations to the Board on local funding priorities and local MSHCP Conservation Area acquisitions. Members of this committee shall be appointed by the Board and shall consist of, at a minimum, representatives of the Parties to this Agreement, the U.S. Fish and Wildlife Service, and the California Department of Fish and Game. To the extent feasible, members of the Funding Coordination Committee shall have expertise in real estate or land use planning and/or experience implementing large scale conservation programs.

The Funding Coordination Committee shall make recommendations to the Board through the Executive Director on local land acquisitions and funding priorities. Additionally, this Committee shall provide a forum to discuss land acquisition priorities of the U.S. Fish and Wildlife Service and California Department of Fish and Game and acquisitions by other entities using non-local sources of revenue. The Board shall establish policies under which the Funding Coordination Committee shall make recommendations to the Board. Such policies shall include conflict of interest guidelines for the Committee members.

The Planning Directors of each Party to this Agreement shall receive prior notice of all meetings of the Funding Coordination Committee. Such notice shall include a meeting agenda and a list of potential acquisition sites, if applicable. The Planning Directors or their designated representatives may participate in Committee meetings, as appropriate.

Section 16. <u>Reserve Management Oversight Committee</u>. The Reserve Management Oversight Committee (RMOC) shall be formed within sixty (60) days of the effective date of the contract between the RCA and the County concerning the establishment of an Executive Director. The RMOC shall be composed of, at a minimum, one representative appointed by each of the following entities:

A. U. S. Fish and Wildlife Service,

B. California Department of Fish and Game,

C. Riverside County Regional Parks and Open Space District,

D. Bureau of Land Management,

E. U.S. Forest Service,

F. California Department of Parks and Recreation,

G. RCA, and

H. Up to five (5) other private or public agencies or entities that own or manage land within the MSHCP Conservation Area.

The RMOC shall serve as the intermediary between the Reserve Managers and the decision making function of the RCA. The Executive Director shall serve as chair of the RMOC.

Section 17. Rules and Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Act, the Bond Law, and the laws of the State of California applicable to a general law city shall govern the RCA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said city in the manner of exercising such powers, as required by Government Code Section 6509. The Board, at its first meeting or as soon thereafter as may be possible, shall adopt such rules and regulations as the Board may deem necessary for the conduct of the RCA's affairs. Among these rules shall be a conflict of interest code and a purchasing ordinance. The Board may, as it deems appropriate, review and revise these rules and regulations.

Section 18. Fiscal Year. The fiscal year of the RCA shall be the period commencing on July 1 of each year and ending on and including the following June 30.

Section 19. Contributions/Estimated Budget.

A. Contributions of Development Mitigation Fees. The Parties to this Agreement shall impose a development mitigation fee on all new development to support the acquisition of additional reserve lands pursuant to the MSHCP. All development mitigation fees collected by the Parties shall be forwarded to the RCA within ninety (90) days after receipt by each Party. The RCA may, in its discretion, conduct an audit of the development mitigation fees collected by any Party to this Agreement.

B. Other Contributions. The RCA may accept contributions of money or property from the Parties or other individuals or entities including but not limited to contributions from Parties, MSHCP Permittees and Special Participating Entities who obtain take authorization under the MSHCP for public utility, schools, transportation, flood control and other public infrastructure projects. Additionally, a Party may hold and

manage its own property as a contribution to implementation of the MSHCP and the MSHCP Conservation Area. Landfill Tipping Fees and Density Bonus Fees collected by the County may be contributed to the RCA on an annual basis subject to the discretion of the Board of Supervisors.

C. Use of Contributions. When approved by the Board, revenues received by the RCA, including without limitation, fees and other contributions, shall be used to implement the MSHCP. In addition, the RCA shall reimburse the County for any and all litigation costs, including but not limited to attorneys fees, incurred in defense of any legal challenge concerning the adoption of the MSHCP or any related actions as well as any costs incurred to establish the Executive Director and any other necessary staff prior to entering into the contract contemplated in Section 10 of this Agreement.

D. Budget. The annual budget for the RCA shall be prepared by the Executive Director. The annual budget shall be based on an estimate of the amount of revenue necessary to implement the MSHCP during the ensuing fiscal year and shall consider necessary land acquisition, improvements, maintenance, management, monitoring, administration, and operation costs during the current fiscal year as such costs are set forth in the then current approved budget for the RCA.

Section 20. <u>MSHCP Reporting Requirements</u>. In order to assist in the preparation of the annual report required to be prepared by the RMOC and submitted to the USFWS, CDFG, and RCA as set forth in the MSHCP and Implementing Agreement, the Parties shall on a monthly basis provide the following information to the RCA:

A. grading permit activity including the number of the permit issued, the location of the development site identified by assessor's parcel number, and the amount of acreage disturbed;

B. single family home and mobile home construction activity within the Criteria Area including the number of the grading, building, site preparation or installation permit issued and the location of the development site identified by assessor's parcel number;

C. development mitigation fee collection including identification by assessor's parcel number of the project for which the fee was collected, the amount of the fee paid, and any exemptions or credits that may have been included in any calculation of the fee; and

D. any other information required to comply with the provisions of the MSHCP as may be determined necessary by the Executive Director.

In addition, the County shall submit on an annual basis all information contained in the Existing Agricultural Operations Database including the amount of new agricultural land, if any, added to the Database as well as any documentation concerning the expansion of agricultural operations within the Criteria Area.

Section 21. Joint Project/Acquisition Review Process. To ensure that the requirements of the MSHCP and its Implementing Agreement are properly met, a joint project/acquisition review process shall be instituted by the RCA. This process is set forth in Section 6 of the MSHCP.

Section 22. Liabilities. Except as may be provided herein, the debts, liabilities and obligations of the RCA shall be the debts, liabilities and obligations of the RCA alone, and not of the Parties to this Agreement.

Section 23. Indemnification. Provided that a Party has acted in good faith and in accordance with this Agreement, the approved MSHCP and its Implementing Agreement and the Permits, the RCA shall defend, indemnify and hold such Party free and harmless from any loss, liability or damage incurred or suffered by such Party by reason of litigation arising from or as a result of any of the following: the Party's development mitigation fee ordinance; the Party's participation in the RCA; actions taken to approve and/or implement the MSHCP; claims of inverse condemnation or unconstitutional takings against a Party; or any other act performed or to be performed by the Party pursuant to this Agreement, the MSHCP, its Implementing Agreement or the Permits; provided, however, that such indemnification or agreement to hold harmless

pursuant to this Section shall be recoverable only out of RCA assets and not from other Parties.

Section 24. Notices. Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

A. Regional Conservation Authority
Executive Director
3403 10th Street, Suite 320
Riverside, CA 92501
(951) 955-9700
(951) 955-8873 fax

B. County of Riverside
Transportation and Land Management Agency
Agency Director
4080 Lemon Street, 7th Floor
Riverside, CA 92501
(951) 955-6742
(951) 955-6879 fax

C. City of Banning
City Manager
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3103
(951) 922-3128 fax

D. City of Beaumont
City Manager
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
(909) 769-8526 fax

E. City of Calimesa
City Manager
908 Park Ave
Calimesa, CA 92320
(909) 795-9801
(909) 795-4399 fax

F. City of Canyon Lake
City Manager
31516 Railroad Canyon Road

Canyon Lake, CA 92587
(951) 244-2955
(951) 246-2022 fax

G. City of Corona
City Manager
P.O. Box 940
Corona, CA 92878
(951) 736-2371
(951) 736-2493 fax

H. City of Eastvale
City Manager
6080 Hamner Avenue, Suite 103
Eastvale, CA 91752
(951) 361-0900
(951) 361-0888 fax

I. City of Hemet
City Manager
445 E. Florida Avenue South
Hemet, CA 92543
(951) 765-2300
(951) 765-3785 fax

J. City of Lake Elsinore
City Manager
130 S. Main Street
Lake Elsinore, CA 92530
(951) 674-6727 ext. 261
(951) 674-2392 fax

K. City of Menifee
City Manager
29683 New Hub Drive, Suite C
Menifee, CA 92586
(951) 672-6777

L. City of Moreno Valley
City Manager
P.O. Box 88005
Moreno Valley, CA 92553
(951) 413-3008
(951) 413-3760 fax

M. City of Murrieta
City Manager
24601 Jefferson Avenue

Murrieta, CA 92562-9755
(951) 698-1040
(951) 698-9885 fax

N. City of Norco
City Manager
2870 Clark Avenue
Norco, CA 92860
(951) 270-5611
(951) 270-5622 fax

O. City of Perris
City Manager
101 North D Street
Perris, CA 92570
(951) 657-5882
(951) 657-1087 fax

P. City of Riverside
City Manager
3900 Main Street
Riverside, CA 92522
(951) 826-5991
(951) 826-5470 fax

Q. City of San Jacinto
City Manager
595 S. San Jacinto Avenue, Building B
San Jacinto, CA 92583
(951) 487-7342
(951) 654-3728 fax

R. City of Temecula
City Manager
PO Box 9033
Temecula, CA 92589-9033
(951) 694-6440
(951) 694-6499 fax

S. City of Wildomar
City Manager
23738 Clinton Keith Road
Wildomar, CA 92595
(951) 677-7751

The listed addresses shall serve as the official address for any notices until such time as any Party gives notice to all other Parties of a change in address in accordance with the terms of this section.

Section 25. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other party or to other persons or circumstances shall not be affected thereby.

Section 26. Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement. Furthermore, the Parties hereto agree upon request to execute, acknowledge and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement.

Section 27. Other Obligations. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 28. Non-Assignability. The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 29. Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Section 30. Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 31. Cooperation. The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

Section 32. Future Amendments. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there may be Amendments to this Agreement which will further define the rights and obligations of the Parties.

Section 33. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Original JPA Approved January 27, 2004
Amendment No. 1 Approved April 29, 2007
Amendment No. 2 Approved March 11, 2008
Amendment No. 3 Approved April 7, 2009
Amendment No. 4 Approved _____, 2011

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the date first above written.

Dated:_____ **COUNTY OF RIVERSIDE**

Attest:

_____ By:_____
Chairman, Board of Supervisors

Dated:_____ **CITY OF BANNING**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF BEAUMONT**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CALIMESA**

Attest:

_____ By:_____
City Clerk Mayor

Dated:_____ **CITY OF CANYON LAKE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF CORONA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF EASTVALE**

Attest:

_____ By:_____

Dated:_____ **CITY OF HEMET**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF LAKE ELSINORE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MENIFEE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MORENO VALLEY**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF MURRIETA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF NORCO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF PERRIS**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF RIVERSIDE**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF SAN JACINTO**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF TEMECULA**

Attest:

_____ By:_____

City Clerk Mayor

Dated:_____ **CITY OF WILDOMAR**

Attest:

_____ By:_____

City Clerk Mayor

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MV00100877

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES.

BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET

DEVELOPER: MORENO VALLEY PROPERTIES
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve TM 34950-1, a final map for financing purposes.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On August 23, 2007 the Planning Commission of the City of Moreno Valley approved PA06-0105 (TTM 34950), a 665.5 gross acre tentative tract map for finance purposes containing the overall boundary of the Aquabella master plan development. The developer is now proposing to phase the overall tentative tract map. TM 34950-1

contains Lots 1 and 2 of TTM 34950 and is bounded by Brodiaea Avenue on the north, Cactus Avenue on the south, Lasselle Street on the west, and Morrison Street on the east.

DISCUSSION

TM 34950-1 is an 80-acre, two-parcel final map proposed for financing purposes. Therefore, no right-of-way dedications or improvements are required. Right-of-way dedications and improvements will be required at the time development is proposed through a separate planning application process.

ALTERNATIVES

1. Approve TM 34950-1, a final map for financing purposes. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Do not approve TM 34950-1, a final map for financing purposes. Do not authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *Not approving staff's recommendation would result in the disapproval of the developer's final map for financing purposes and the map not recording.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100881

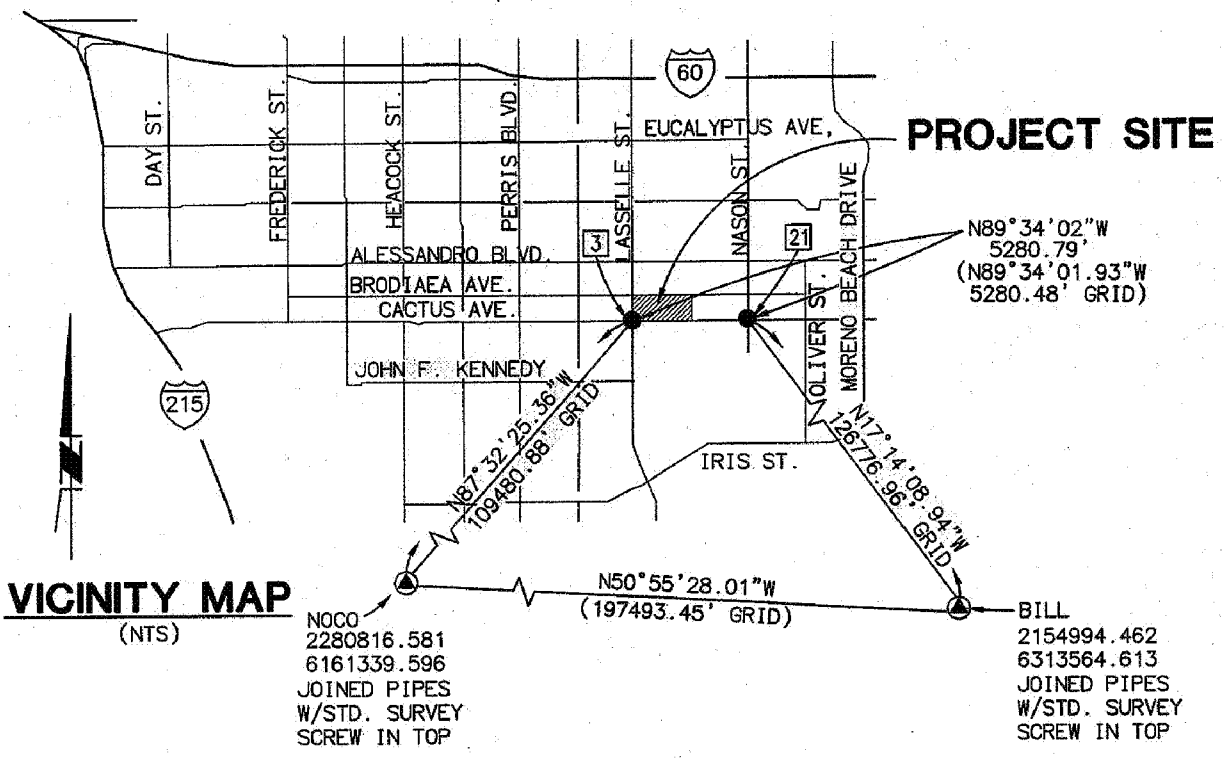

VICINITY MAP
(NTS)

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT "A"	**TR 34950-1** **LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\3-22-11 - TM 34950-1 - Exhibit A.doc

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MV00100883

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

BACKGROUND

CalTrans is accepting proposals for the Transportation Planning Grant Program for Fiscal Year 2011-2012. The grant application has a March 30th deadline.

DISCUSSION

The CalTrans Transportation Planning Grant Program has various components. The Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grant Programs provide funding for communities to plan for a closer connection between transportation and land use. Over the past 10 years, both programs have provided over 300 planning grants totalling over $45 million. These grants have been assisted in developing and studying the sustainability of land use plans to improve the quality of life for many Californians.

Upon an award, ninety percent (90%) of project costs are funded by the Caltrans grant. The remaining 10% is required from the grantee as a local match. Grant-funded products are expected to help foster sustainable economies, increase available affordable housing, improve housing/jobs balance, encourage transit oriented and mixed use development, expand transportation choices, and reflect community values.

Staff is proposing to use grant funds of $150,000 to complete items not covered by the recently received grant from SCAG's Compass Blueprint program for implementation of the Alessandro Boulevard Corridor Demonstration Project that was presented to the Council during the June 15, 2010 Study Session.

The Alessandro Boulevard Corridor Demonstration Project explored opportunities for mixed use transit-oriented development along Alessandro Boulevard. Alessandro Boulevard is an important regional transportation link for Moreno Valley, tying the Riverside County Regional Medical Center via a rapid bus transit line to the future Moreno Valley/ March Field Metrolink Station, as well as the Civic Center, City of Riverside, Meridian Business Park and future March Life Care.

At the time of submittal of this report, staff is still working on the wording of the final proposal of the Alessandro Boulevard Corridor Implementation Project in anticipation of the March 30th submittal deadline.

ALTERNATIVES

1. Approve the proposal as submitted.

2. Approve the proposal with modifications to address City Council concerns.

3. Deny the proposal.

FISCAL IMPACT

The fiscal impact to the City is the 10% local match required by Caltrans from the grantee. The grant proposal includes rezoning areas along Alessandro Boulevard to Residential 30 (R30) as identified in the recently approved General Plan Housing Element. The required environmental studies for the rezoning cannot be covered under the Caltrans grant. The related environmental/CEQA costs are anticipated to be funded by City housing funds, which would qualify as meeting the required match. Should the grant be awarded to the City, the 10% matching funds ($15,000) will be budgeted in RDA Housing Fund account number 894.91310.6291.293. There is no anticipated fiscal impact to the General Fund.

RECOMMENDATION

1. Adopt Resolution No. 2011-29 authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

NOTIFICATION

Posting of the Agenda

ATTACHMENTS/EXHIBITS

1. Resolution No. 2011-29

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100887

RESOLUTION NO. 2011-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR GRANT FUNDS FOR THE CALTRANS TRANSPORTATION PLANNING GRANT (FISCAL YEAR 2011-2012).

WHEREAS, the California Department of Transportation (CalTrans) has provided funds for the program shown above; and

WHEREAS, CalTrans has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by CalTrans require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with CalTrans to carry out the development of the proposal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Council of the City of Moreno Valley authorizes the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" under the CalTrans Transportation Planning Grant (Fiscal Year 2011-2012).

BE IT FURTHER RESOLVED, by the Council of the City of Moreno Valley, appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

BE IT FURTHER RESOLVED, Certifies that applicant understands the assurances and certification in the application.

BE IT FURTHER RESOLVED, Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so.

BE IT FURTHER RESOLVED, Certifies that the Proposal will comply with any applicable laws and regulations.

SIGNATURE PAGE FOLLOWS

Attachment 1

Resolution No. 2011-29
Date Adopted: March 22, 2011

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-29
Date Adopted: March 22, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2011-29
Date Adopted: March 22, 2011

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MV00100891

MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00100893

MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00100895

MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00100897

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Towne Centre and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and

pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map

4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

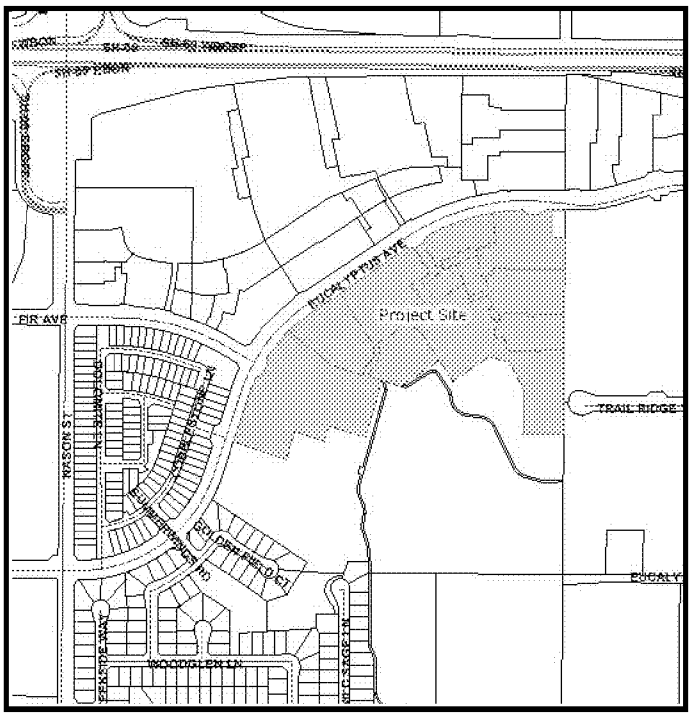

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.
CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

Item No. E.1

MV00100902

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MV00100903

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00100909

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Zoning
- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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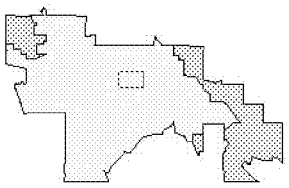

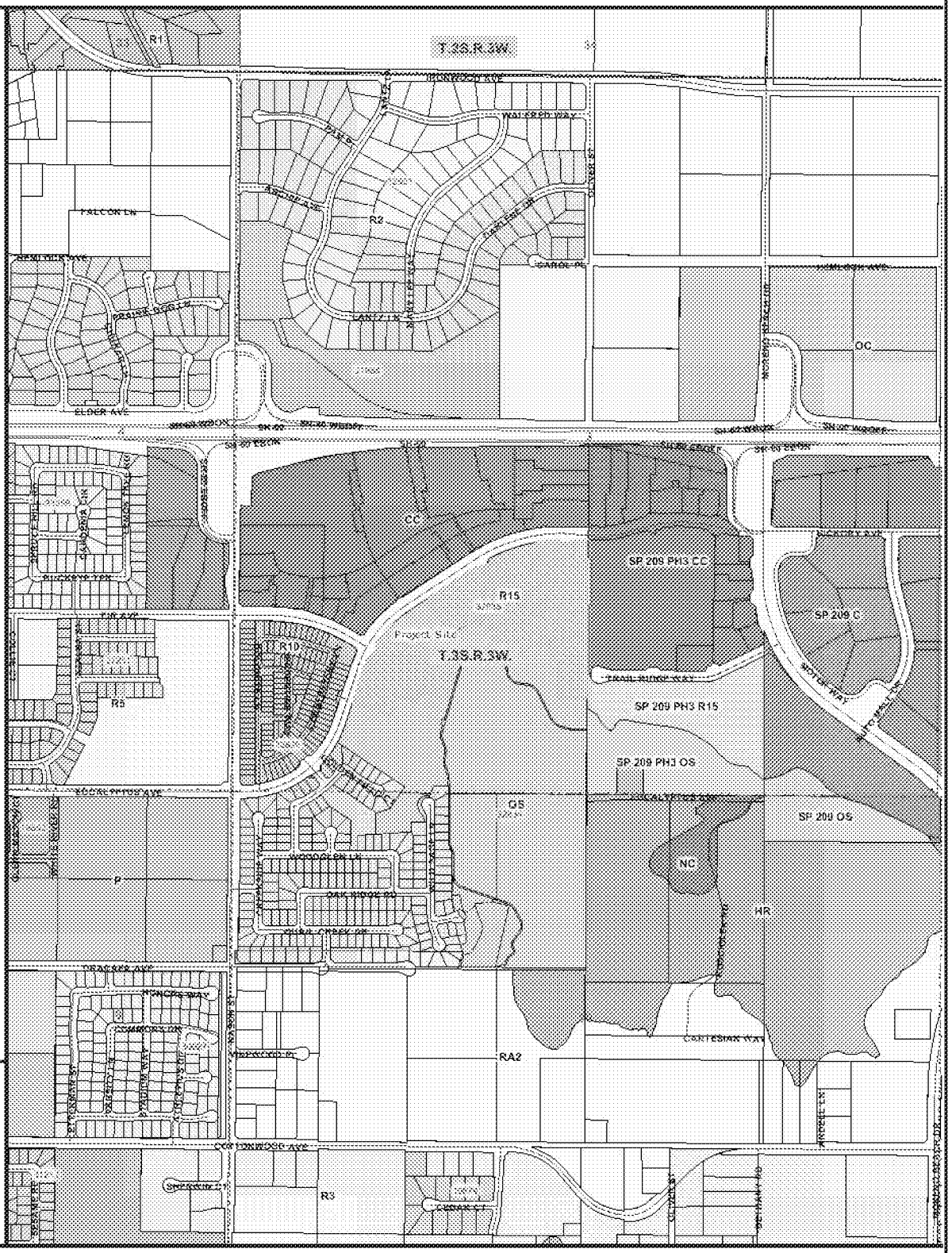

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

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MV00100945

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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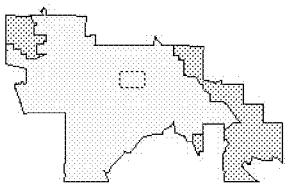

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ATTACHMENT 4

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MORENO VALLEY
WHERE DREAMS SOAR

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MV00100947

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS (Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as “Nature Park” on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will consist of individual lots with detached single-family homes, common open space and private access roads. The -290- non open space includes a recreation

building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

<u>Other Design Considerations</u>

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees along private streets and allow continual break-up of the project massing. In addition, trees will be clustered in strategic locations such as on corner lots, adjacent to

guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the Current Fees.

third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets development standards as allowed under Section 9.03.060 (Planned Unit

Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Act (CEQA) guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation District	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by:	Approved by:
Mark Gross, AICP Senior Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. -297-ation building floor and elevatior

(provided in reduced format in Exhibit 6).

6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: **PA10-0038** **Tentative Tract Map. No. 36340**
PA10-0039 **Conditional Use Permit**
PA10-0029 **Development Agreement**

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

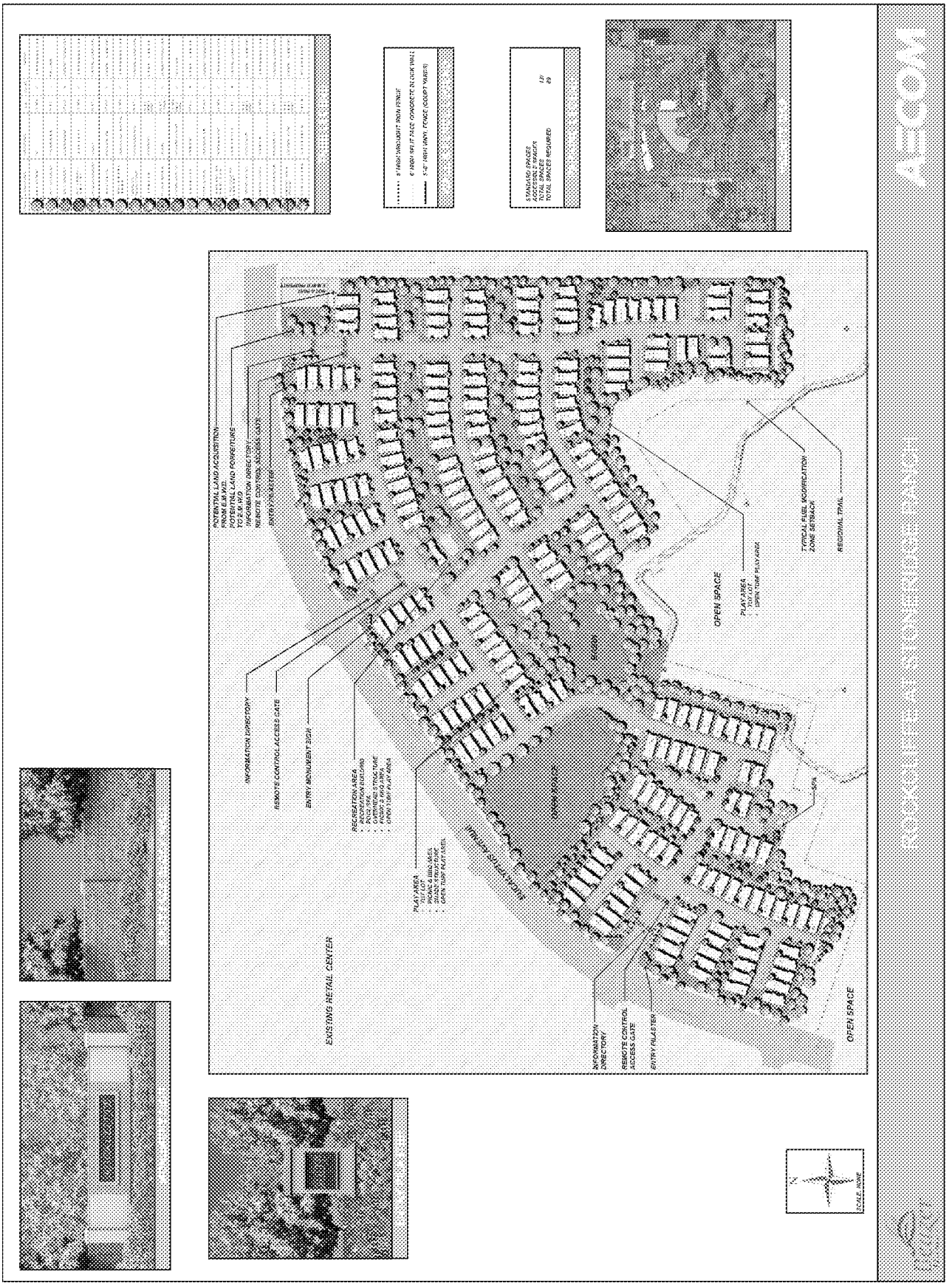

ATTACHMENT 7

Item No. E.1

MV00100968

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

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MV00100971

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

`FROM: Barry Foster, Economic Development Department Director

AGENDA DATE: March 22, 2011

TITLE: FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs, and
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

BACKGROUND

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley for use in programs that provide decent housing and/or provide a variety of social services for low to moderate income residents (see Attachment A for the 2010 Low Income Limits table). These grant programs are known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

Grants are provided on an annual basis to 'Entitlement Cities' (eligible, selected cities with a population exceeding 50,000 - Moreno Valley is classified by HUD as an Entitlement City), with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas.

HUD requires that Entitlement Cities (including Moreno Valley) prepare a Consolidated Plan that directs CDBG activities for a five year period. FY 2011/12 marks the fourth year of the City's FY 2008-2013 Consolidated Plan. Each year, Entitlement Cities must also adopt Annual Action Plan updates of the Consolidated Plan. The Annual Action Plan specifically identifies how the City will allocate both CDBG and HOME funds for the upcoming program year. The Annual Action Plan for FY 2011/12 must comply with the required public notifications and hearings and be received by HUD no later than May 12, 2011.

In accordance with HUD requirements, CDBG Target Areas must be established so that Entitlement Cities may concentrate their programs in areas determined to contain at least 51% of residents earning low and moderate incomes. For a map of the CDBG Target Areas see Attachment B.

Eligible CDBG grant activities can range from social services to capital improvements to economic development programs. HOME funds must be used towards the development of affordable housing activities. Attachment C details eligible and ineligible activities for both programs.

In past years, the City of Moreno Valley has used CDBG to fund a variety of eligible programs including capital improvement projects, code enforcement activities, social service programs, and economic development activities. CDBG regulations allow Entitlement Cities to dedicate up to a maximum 15% of their annual CDBG allocation to the provision of social services, which can include, but are not limited to the following:

- Fair Housing Services\Foreclosure Prevention Programs (Mandated by HUD)
- Career Development and Mid-Career Retraining
- Youth Programs
- Homeless Services
- Crime Prevention Programs

Social services can be provided directly by the Entitlement City or CDBG social service funds can be granted to certified non-profit organizations (known as subrecipients) to provide the desired services or programs.

DISCUSSION

2011/12 CDBG – AVAILABLE FUNDING

HUD has not yet released the allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocation for CDBG and a 9.5% reduction in the allocation for the HOME program. Based on that information, the CDBG allocation is estimated at $1,795,990 ($145,621 less than last years allocation of $1,941,611).The City estimates $269,398 (15% of the total estimated CDBG allocation) will be available for social services. Table 1, below, outlines the proposed CDBG budget based on anticipated allocation. HUD

limits expenditures for certain categories, such as social services and CDBG program administration. The limits and maximum allocations are noted below.

Table 1

FY 2011/12 CDBG ESTIMATED AVAILABLE FUNDING	
Funding Category	Funding Allocation
2011/12 CDBG Estimated Allocation	**$1,795,990**
TOTAL ESTIMATED CDBG FUNDS	**$1,795,990**
A. Program Administration (20% maximum of annual grant)	$359,198
B. Public Social Services (15% maximum of annual grant)	$269,398
C. Public Facilities & Improvements	$350,000
D. Rehabilitation	$10,000
E. Code Enforcement	$366,407
F. Economic Development	$440,987
TOTAL PLANNED CDBG EXPENDITURES	**$1,795,990**

APPLICATION PROCESS

The City must notify the public of available social service funding opportunities and conduct a public hearing to solicit public input regarding the proposed projects. In compliance, a Notice of Funding Availability for CDBG and HOME was published in the Press-Enterprise on January 3, 2011. CDBG and HOME social service applications were available at the City Hall and were mailed directly to interested parties. Applications were due on January 31, 2011.

A CDBG/HOME Technical Review Committee (TRC) comprised of staff was formed to review the CDBG Public Service applications. Prior to making recommendations, the TRC thoroughly evaluated the all applications based on: (1) conformance with federal requirements and City guidelines, (2) community needs identified in the City's Consolidated Plan, (3) priorities established by the City Council at the December 14, 2010 meeting, and (4) available funding resources.

Federal Requirements

HUD requires that at least 70% of the annual CDBG funds be allocated to projects that benefit low and moderate income persons. HUD also requires that CDBG projects meet at least one of three national objectives: (1) benefit persons of low and moderate

income; (2) improve slum or blighted conditions; or (3) respond to an emergency or urgent need.

City Guidelines
On a local level, the City Council has previously adopted guidelines for evaluating social service applications. These include:

- Priority to local providers over those organizations providing equivalent services outside the city.
- The minimum grant level is generally $5,000 for the CDBG Program and $25,000 for the HOME Program (the Council may approve lesser grant amounts).
- Programs should have other funding sources.
- Fair housing services, homeless services, social services, and youth career development, and crime protection programs shall be given funding priority.
- City projects will be given priority.

2011/12 RECOMMENDED CDBG PROJECTS AND PROGRAMS

All recommended CDBG projects and programs fall into one of the following categories:

- Program Administration
- Public Social Services
- Public Facilities and Improvements
- Code Enforcement
- Economic Development
- Rehabilitation

Attachment D provides recommendations for CDBG social service funding in FY 11/12. It includes a list of all CDBG social service applications received, the requested funding, and amount of funding recommended by the TRC.

1) CDBG PROGRAM ADMINISTRATION

HUD limits program administration costs to twenty percent (20%) of the annual CDBG allocation. The FY 2011/12 cap estimated for program administration is $359,198 (based on a total CDBG allocation similar to last year). Funding under this category provides for Economic Development Department staffing, along with the mandatory funding of Fair Housing Services (required by HUD). The Fair Housing Services include education regarding fair housing rights and

responsibilities, investigation of discriminatory practices, and landlord/tenant mediation.

2) PUBLIC SOCIAL SERVICES

Social services are subject to a fifteen percent (15% maximum) limit of the annual CDBG allocation. The maximum social service cap for 2011/12 is estimated at $269,398. Staff and the TRC reviewed a total of 28 public service applications, which were received from City departments, service providers, and non-profit organizations. The TRC conducted comprehensive evaluations of applications and provided a funding recommendation.

The projects recommended by the TRC reflect the community priorities adopted by the City Council on December 14, 2010. Social Service applications recommended for CDBG funding in FY 2011/12 encompass a wide range of programs and services including: 1) emergency and transitional shelter for homeless families; 2) youth, elderly and disabled adult services; 3) crisis counseling; and 4) emergency food distribution.

Please note in addition to recommending most of the programs the City Council previously funded, the TRC is also recommending funding one new program: Catholic Charities Emergency Services.

3) CODE ENFORCEMENT

City code enforcement is an important service partially funded by CDBG. Code Compliance officers provide proactive code compliance within the established CDBG-Target Areas. Code compliance efforts reduce blight and substandard housing conditions as well as promote improved property and building maintenance within the target areas. Staff is recommending maintaining Code Enforcement at approximately the same level as last fiscal year in order to continue their efforts.

4) ECONOMIC DEVELOPMENT

a. Employment Resource Center

In 2009/10, the City partnered with Riverside County Workforce Development to create a local Employment Resource Center (ERC) in Moreno Valley dedicated to providing unemployed or under-employed Moreno Valley residents with a convenient place where they could utilize computers and other standard office equipment, access the internet to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment free of charge. The ERC is very active and averages of over 180 visitors per day. It also has been used by new businesses (such as Burlington Coat Factory and O'Reilly

Automotive) to conduct employee recruitments. Staff is recommending $120,000 to continue providing this valuable service to the community.

b. Moreno Valley New Business Incentive Program

Funding is recommended for the continuation of the New Business Incentive Program intended to assist with the attraction of major employers to locate in the vacant space in the TownGate area, Centerpointe Business Park, and the Moreno Valley Industrial Area Specific Plan areas of the community, thereby creating new employment opportunities for low and moderate income residents. HUD allows Entitlement Cities to use CDBG funds to assist private, for-profit businesses through loans, grants or interest subsidies, so long as the activity provides a public benefit, which in this case would be the creation of full-time permanent jobs (of which 51% are held by or made available to low and moderate income persons) and the boosting of sales tax revenues.

2011/12 HOME PROGRAM – AVAILABLE FUNDING

The estimated FY 2011/12 HOME allocation is $603,264 ($63,325 less than last year's allocation of $666,589). The HOME Program generally funds city-sponsored programs. Program administration has a cap of 10% (or $60,326) of the total HOME allocation. In addition, a minimum of 15% (or $90,490) of the funds must be used by a Community Housing Development Organization (CHDO) to increase the supply of affordable housing for low-income families. Staff is recommending FY 2011/12 HOME funding as outlined in Table 2.

Table 2

FY 2011/12 ESTIMATED HOME ALLOCATION	
2011/12 HOME Estimated Allocation	**$603,264**
Total Estimated HOME Funds	**$603,264**
Program Administration (maximum 10% of allocation)	$60,326
FY 10/11 Community Housing Development Organization (or CHDO, requires 15% of allocation)	$90,490
Housing Projects and Programs	$452,448
Total Planned HOME Expenditures	**$603,264**

2011/12 RECOMMENDED HOME PROJECTS AND PROGRAMS

Attachment E provides program recommendations for HOME funding in FY 2011/12.

1) HOME PROGRAM ADMINISTRATION

Program Administration costs are subject to a ten percent (10%) cap. Grant funding under this category provides for Economic Development Housing program staffing.

2) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-A-SIDE

HUD mandates that a minimum of 15% of HOME funds be allocated toward affordable housing projects to be undertaken by qualified CHDOs. Over FY 11/12 an estimated $90,490 must be allocated to a CHDO for potential affordable housing projects.

3) HOUSING PROJECTS AND PROGRAMS

Utilizing HOME, the City is able to offer single family and multi-family rehabilitation projects and programs. The purpose of these types of projects is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

ALTERNATIVES

Alternative 1 - The City Council may conduct a public hearing and select social service programs and projects for funding as recommended by staff and the TRC. **Staff recommends this alternative because it adheres to HUD program requirements.**

Alternative 2 - The City Council may decline to conduct a public hearing and may choose not to fund any projects as recommended. ***Staff does not recommend this alternative because it could delay preparation, approval and submission of Consolidated/Annual Action Plan to HUD.***

Alternative 3 – The City Council may increase or decrease the recommended levels of funding for specific programs/projects for which the City received an application. ***Use of this alternative can only be utilized if any funding changes meet HUD requirements and conform to overall funding capability.***

FISCAL IMPACT

The estimated CDBG funding allocation for FY 2011/12 is $1,795,990. The estimated HOME funding allocation is $603,264. Both of these allocations are preliminary estimates and subject to the release of fund allocations from HUD. Together, these grants will provide for over 25 important projects and services. Please note that CDBG and HOME is a restricted funding source that must adhere to HUD requirements.

CDBG Accounts		$1,795,990
285	73952 CDBG Programs	
285	73852 CDBG Administration	
285	74052 Code and Neighborhood Enforcement	
176	77110 HOME	$603,264

The proposed program funding selections have NO impact on the City's General Fund. CDBG funding must be used in Target Areas that contain at least 51% of residents earning low to moderate incomes. Eligible programs or projects must meet one of three HUD national objectives, in accordance with City Council adopted community priorities.

CITY COUNCIL GOALS

1. **REVENUE DIVERSIFICATION & PRESERVATION**
   By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.

2. **PUBLIC SAFETY**
   Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. **POSITIVE ENVIRONMENT**
   The variety of community-based CDBG and HOME programs help develop a positive environment in the community.

4. **COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
   CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

SUMMARY

HUD will allocate to the City of Moreno Valley a grant to administer its Community Development Block Grant (CDBG) programs and HOME Investment Partnership (HOME) programs over the FY 2011/12 program year. CDBG funding is available to

address the needs of low-income persons/areas within the City. HOME funds are available to address affordable housing related needs.

Staff issued a Notice of Available Funding and as a result collected 34 applications (28 CDBG public service, 5 Non-Public Service, and 1 HOME application) requesting funding. HUD has not yet released the final allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocations for CDBG and a 9.5% reduction for HOME therefore; the CDBG allocation is estimated at $1,795,990 ($145,621 less than last year's allocation of $1,941,611). The estimated FY 2011/12 HOME allocation is $603,264 ($60,326 less than last year's allocation of $666,589). This report reviews public social service, affordable housing, and economic development programs recommended for funding by City staff and the Technical Review Committee. City Council selected CDBG and HOME programs will be incorporated into the FY 2011/12 Annual Action Plan.

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on March 7, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A	Income Limits
ATTACHMENT B	CDBG Target Area Map
ATTACHMENT C	Eligible/Ineligible Activities
ATTACHMENT D	CDBG Funding Recommendations
ATTACHMENT E	HOME Funding Recommendations

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Economic Development Department Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00100981

ATTACHMENT A

2010 INCOME LIMITS

Effective April 2, 2010 – Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low Income	50%	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
60% Limits (HOME)	60%	$27,300	$31,200	$35,100	$39,000	$42,120	$45,240	$48,360	$51,480
Low Income	80%	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median Income	100%	$45,500	$52,000	$58,500	**$65,000**	$70,200	$75,400	$80,600	$85,800
Moderate Income	120%	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

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MV00100983

City of Moreno Valley CDBG Target Areas

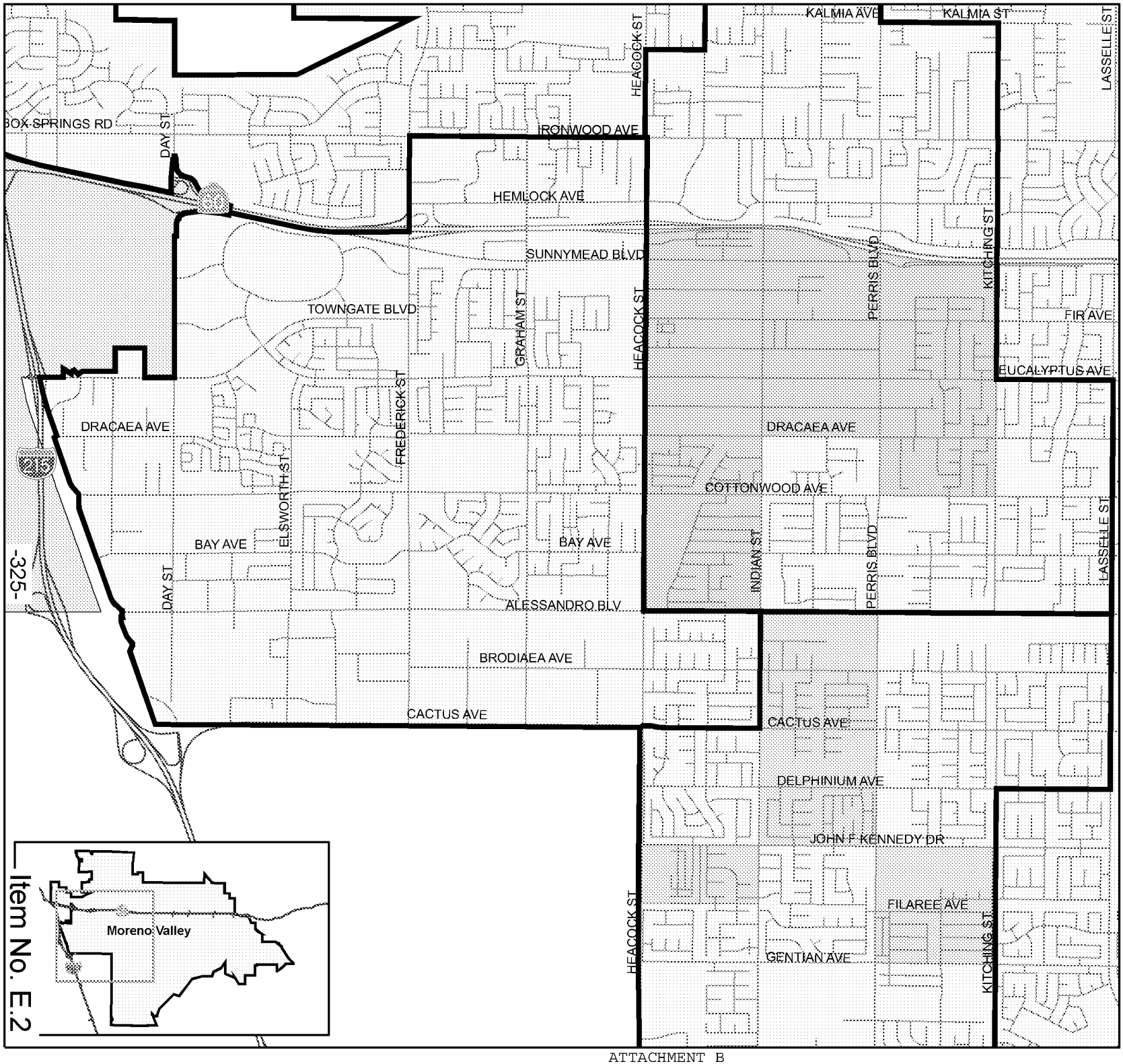

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.2

MV00100984

ATTACHMENT B

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MV00100985

ATTACHMENT C

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

Eligible HOME Activities

- Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

ATTACHMENT D – CDBG PROPOSED PROGRAMS
CDBG – FY 2011/12 – Total Anticipated Funding $1,795,990

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation
A.	ADMINISTRATION (20% CAP – $359,198)				
0	Administrative Staffing	$338,869	$295,530	$324,198	
1	Fair Housing Council of Riverside County (Fair Housing Administration)	$49,453	$53,960	$35,000	
	Subtotal	$388,322	$349,490	$359,198	
B.	PUBLIC SERVICES (15% CAP – $269,398)				
2	Community Foreclosure Prevention Workshops	$44,000	$30,000	$30,000	
3	Community Assistance Program (CAP) Food Program	$30,600	$34,220	$30,600	
4	Friends of the Moreno Valley Senior Center (MoVan) Transportation	$30,000	$30,000	$30,000	
5	Problem Orienting Community Policing (POP) Team	$28,241	na	$0	
6	Fair Housing Council of Riv County – Foreclosure Prevention\Mitigation	$25,000	$25,000	$21,798	
7	Fair Housing Council of Riv County Landlord Tenant Mediation Program	na	$15,000	$15,000	
8	Lutheran Social Services (MARB) Homeless Shelter	$15,000	$21,104	$15,000	
9	Path of Life Transitional Family Shelter (MARB)	$15,000	$30,000	$15,000	
10	PW Enhancement Center – Emergency Services Outreach	$15,000	$32,000	$15,000	
11	Neighborhood Clean-ups	$15,000	$15,000	$15,000	
12	Assistance League/Operation School Bell – Clothes/School Supplies	$10,000	$15,000	$10,000	
13	CASA for Riverside County Foster Youth Program	$10,000	$32,535	$10,000	
14	God's Helping Hand Ministries – Food Bank	$9,000	$10,000	$9,000	
15	Operation Safehouse Shelter for Youth	$8,000	$8,000	$8,000	
16	Alternatives to Domestic Violence Emergency Shelter & Services		$15,000	$7,500	
17	Riverside Area Rape Crisis Center – Child Abuse Prevention Program	$7,500	$7,500	$7,500	
18	Moreno Valley Community Educators – Tutoring Program	$6,400	na	$0	
19	ARC of Riverside – Disabled Adult Day Care Facility	$5,000	$20,000	$5,000	
20	Salvation Army –Food Program	$5,000	$10,900	$5,000	
21	Catholic Charities – Case Worker	na	$35,000	$15,000	
22	MVUSD High School Intervention Program	na	$10,500	$0	
23	Smooth Transition Literacy/Job Readiness/Life Skills Trng	na	$48,872	$0	
24	CVHC – Afterschool/Computer Program	na	$10,000	$0	
25	ReNu Hope Foundation – Pre School Bldg. Improvements	na	$19,413	$0	
26	Volunteer Ctr. '211' Telephone Referral Service	$5,000	$20,000	$5,000	
27	Volunteer Ctr. Rent Caurantee Program	na	$63,000	$0	
28	Alpha & Assoc. – Reclaiming Youth Intervention Program	na	$50,000	$0	
29	MCL Music Changing Lives – Youth Intervention/Music Program	na	$150,000	$0	
30	Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	$50,000	$0	
31	Leading Our World – Help the Streets Outreach Program	na	$1,105,000	$0	
	Subtotal	$283,741	$1,913,044	$269,398	
C.	PUBLIC FACILITIES & IMPROVEMENTS				
32	Street Improvement Project	na	$350,000	$350,000	
	Subtotal	$0	$350,000	$350,000	
D.	REHABILITATION				
33	Habitat for Humanity	$10,000	$10,000	$10,000	
	Subtotal	$10,000	$10,000	$10,000	
E.	CODE ENFORCEMENT				
34	Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390	$263,390	$263,390	
35	Code Enforcement – Foreclosure 'Strike Team'	$103,017	$103,017	$103,017	
	Subtotal	$366,407	$366,407	$366,407	
F.	ECONOMIC DEVELOPMENT				
37	MV New Business Incentive Program	$540,000	$525,000	$220,987	
38	Employment Resource Center	$145,641	$120,000	$120,000	
40	Youth Opportunity Center	$50,000	$25,000	$25,000	
41	Family Service Assoc. Meal Program Facilities	$50,000	$50,000	$25,000	
42	Small Business Development Center	$50,000	$50,000	$50,000	
	Subtotal	$835,641	$770,000	$440,987	
	GRAND TOTAL	$1,884,111	$3,748,941	$1,795,990	

※ New applicants ※ Organization serving homeless population ※ Recommended funding changes over previous year

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MV00100989

ATTACHMENT E
HOME - FY 2011/12 - Total Estimated Available Funding $603,264

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recomendation	City Council Approval
A.	ADMINISTRATION				
	Administrative Staffing (10% CAP - $60,326)	$66,600	$60,326	$60,326	
	Subtotal	$66,600	$60,326	$60,326	
B.	CHDO (MANDATORY)				
	(15% CAP - $90,490)	$99,900	$90,490	$90,490	
	Subtotal	$99,900	$ 90,490	$90,490	
C.	APPLICATIONS				
	Still under review				
	Subtotal				
D.	HOUSING				
	Reserve for Housing Projects and Programs	$522,000	$500,000	$452,448	
	GRAND TOTAL			$603,264	

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MV00100991

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. **Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)**

b. **Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)**

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MV00100993

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: March 22, 2011

TITLE: APPOINTMENT TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

On February 22, 2011, the City Clerk's Office posted a Notice of Opening for the Planning Commission one term expiring March 31, 2013. Appropriate time frames with respect to noticing vacancies were followed.

Eight applications were submitted and reviewed by the City Council. Four applicants were interviewed by the City Council on February 23, 2011. In alphabetical order, the selected applicants to be placed on the ballot for consideration of appointment are as follows:

Gary E. Baugh, Rick De Jong, and Carlos Ramirez.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Opening
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\zurich\shared\InterDept\Council-Clerk\City Clerk Files\Advisory Boards and Commissions\Planning Commission\2011\Staff Report 3 22 2011.doc

List of Planning Commission Applicants Interviewed on February 23, 2011

Gary E. Baugh

Rick De Jong

Alvin C. Horn

Carlos Ramirez

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MV00100997

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: March 22, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City

Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Southeastern Calif Conf Sev Day Adventist Church (APN 484-030-015) and Buddhadhammo Temple (APN 488-210-014), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD median program specific to these projects, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 22, 2011 and the Public Hearing on April 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APNs 484-030-015 and 488-210-014 were estimated based on the proposed fully improved Alessandro Blvd. and Nason St. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APNs 484-030-015 and 488-210-014 shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Southeastern Calif Conf Sev Day Adventist Church APN 484-030-015 (and any division thereof)	$205 per parcel	$1,579.60
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	$205 per parcel	$1,254.11

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds

collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The Property Owners are being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple.

NOTIFICATION

On February 8, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the Property Owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the March 22, 2011, Public Meeting and April 12, 2011, Public Hearing was published in The Press-Enterprise on March 3, 2011. Additionally, the Public Hearing notification will be published on March 24 and again on March 31, 2011.

ATTACHMENTS

Attachment 1: Southeastern Calif Conf Sev Day Adventist Church mail ballot packet
Attachment 2: Buddhadhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Abel Cordero
c/o Southeastern Calif Conf Sev Day Adventist
26121 Camelot Ave
Loma Linda, CA 92354

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 484-030-015

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 484-030-015 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 484-030-015 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,579.60 for the proposed Alessandro Blvd. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 484-030-015 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 484-030-015

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 484-030-015, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 484-030-015, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
484-030-015 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 484-030-015

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 484-030-015 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,579.60 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 484-030-015, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
484-030-015 (and any division thereof)	☐	☐	$1,579.60

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

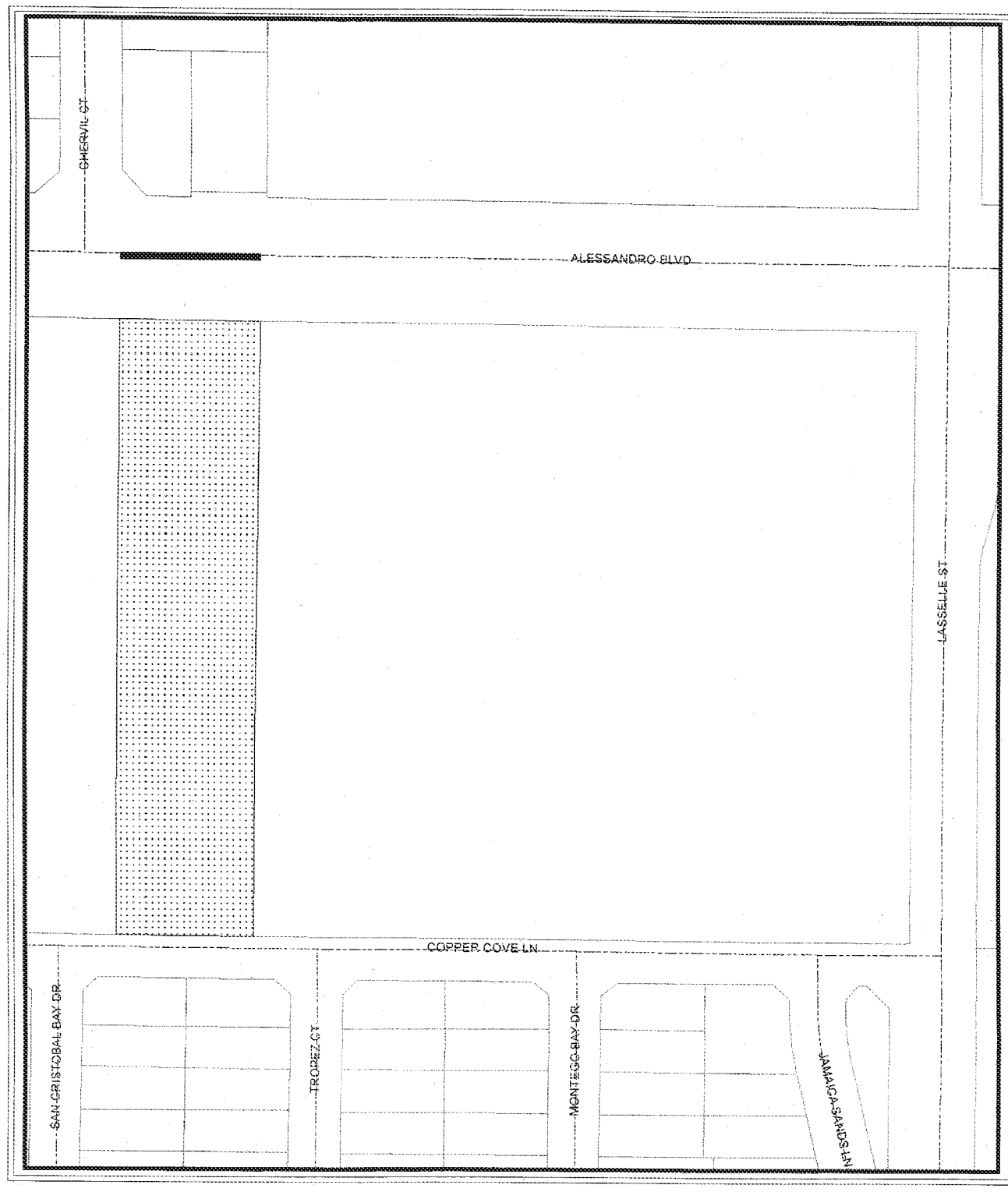

Moreno Hills SDA Church
APN 484-030-015

APN

- 484030015
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	Per Month $2.67	Per Year $32.00	PROPOSED PARCEL RATE	Per Month $12.58	Per Year $151.00

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00101011

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Albot Nikom
c/o Buddhadhammo Temple
13920 Nason St.
Moreno Valley, CA 92555

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,254.11 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.

4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,254.11 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	☐	☐	$1,254.11

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 488-210-014, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

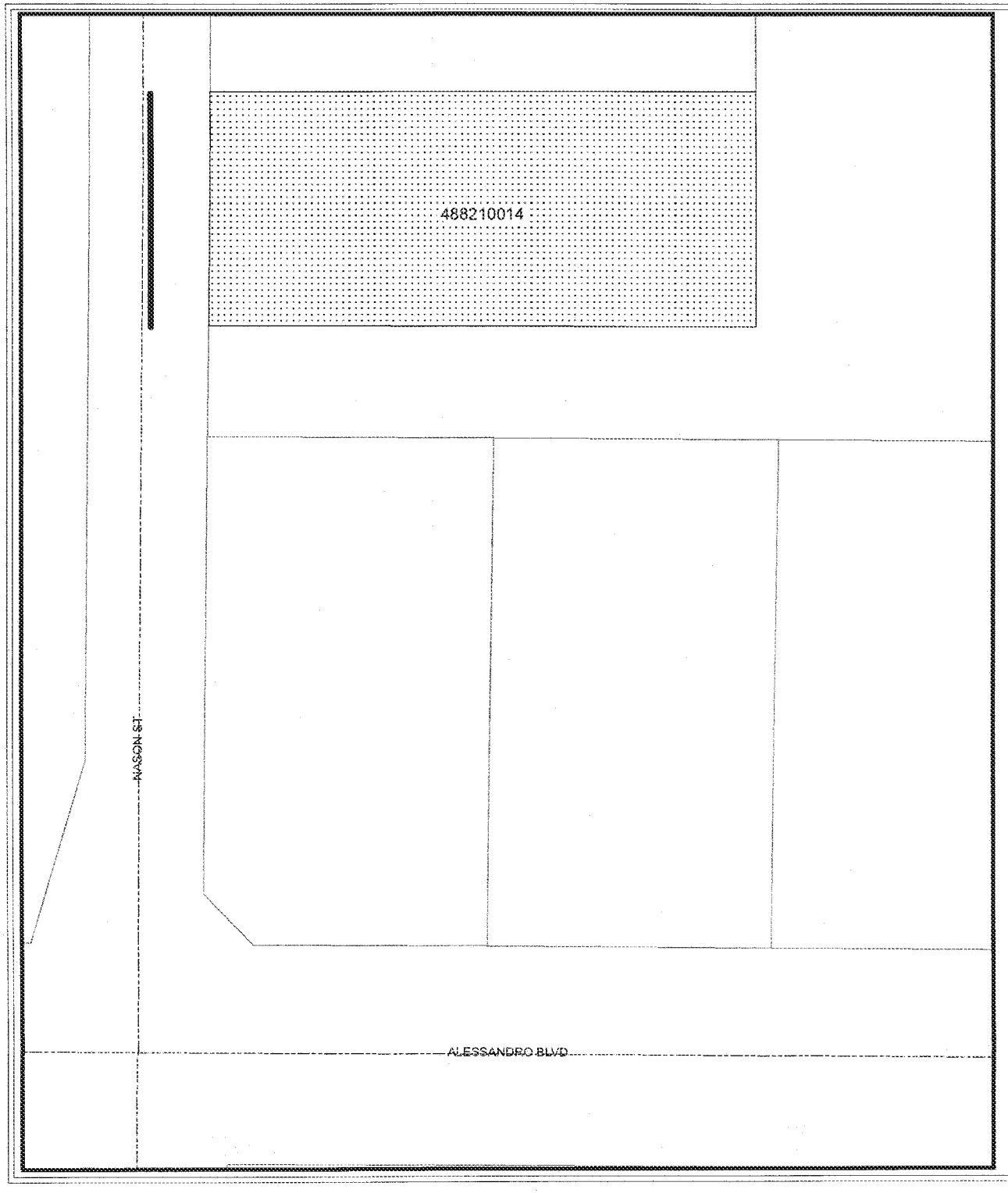

Buddhadhammo Temple
APN 488-210-014

APN

- 488210014
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00101019

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends the City Council:

Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Staff recommends the Redevelopment Agency Board:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

BACKGROUND

At the March 8 meeting the City and Redevelopment Agency Board approved a Conditional Commitment Letter Agreement among the Agency, the City and Rancho Belago Developers Inc to assist in the development of an affordable housing project. The approval included a motion approving two resolutions that weren't required.

DISCUSSION

To properly facilitate the approval of the Agreement, the City Council and RDA Board must rescind their previous action of approving the resolutions and restate their approval of the Conditional Commitment letter Agreement among the Redevelopment Agency, the City and Rancho Belago Developers Inc. The Agency's Special Legal Counsel and the Developer are working on the drafting of an Affordable Housing Agreement for the project which shall be considered by the Agency Board on April 12.

ATTACHMENTS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") and the City of Moreno Valley ("City") by this Conditional Commitment Letter (herein, "Conditional Commitment Letter") to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. ("Developer") for Developer's consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley ("City Council" and "City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California ("Agency") of the terms and conditions of that certain "Agency Loan" and that certain "City Loan", respectively, as more fully detailed herein (together, "Loans").

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* ("CRL"). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community's supply of low to moderate income housing available at an affordable housing cost ("Housing Fund"). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator ("Developer"). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the "Borrower"), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as "Developer".

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of $6,500,00, which will be funded with moneys from the Agency's Housing Fund per CRL Sections 33334.2, 33334.6, *et seq*. The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee ("TCAC") of Tax Credits to Developer for the Project, "Agency Loan Agreement").

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed $1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, "City Loan Agreement").

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC's award of 4% Tax Credits to Developer for the Project and Developer's securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability Not less than fifty-five (55) years.

5. Affordability Restrictions Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency's consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions ("Regulatory Agreement") and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);

- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment *Agency Loan:* The Agency Loan shall be evidenced by a Promissory Note in the amount of $6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of $1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. <u>Security</u>

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. <u>Pro Forma/Expenses</u>

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of $500 per unit per year ($39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum "not-to-exceed" contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as "Section 3", including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing; Other Loans; Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursals shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. <u>ALTA Lender's Policies</u> Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. <u>Updated Appraisal</u> Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. <u>Contract Approval</u> The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. <u>Assumption of Loan</u> The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than $4,736,278. A Tax Credit commitment of less than the estimated $4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. <u>Other Terms</u>

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

_____

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per accident and not less than Two Million Dollars ($2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum "Best's" Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any "self insured retention" must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City's "Risk Manager", consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer's general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars ($1,000,000). The Contractor's general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars ($2,000,000) per occurrence for all coverages and not less than Five Million Dollars ($5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars ($1,000,000) per occurrence for all coverages and not less than Two Million Dollars ($2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department's sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder's Risk) Insurance. Course of Construction (Builder's Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for "all risks" of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor's "ongoing operations", and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of $1 million. The subcontractor's general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than $1 million per claim and $2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds $10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials ("Communicated Information") and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties' common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels' employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: MID-YEAR BUDGET REVIEW

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive and file this report
2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

BACKGROUND

The City Council is annually updated on the City's financial status through a Mid-Year Budget Review which reflects operational results for the first half of the fiscal year, from July through December. The mid-year budget review will focus on the City's General Fund, which represents the greatest concern with respect to the impacts of the economic recession but will also present six-month operational results from other key funds such as Community Services District (CSD) Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past two years to reduce the structural General Fund expenditure budget by over $12 million. The General Fund operating budget has been reduced from $98 million in FY 2007-08 to $81 million in FY 2010-11. The structural expense reductions have included defunding of 80 positions generating savings of about $7 million annually. In addition, staff has been on a 36 hour work week or 10% furlough program that saves about $1.4 million each year. Many additional actions throughout the General Fund have also been implemented totaling about $3.6 million; such as reducing travel & training, suspending merit and step

increases, reductions in use of professional services and many others. In short, the City has been reducing the budget through recent Deficit Reduction Plans in response to rapidly declining revenues. The end of the recession has brought revenue stability for the first time in several years. Although significant growth in revenues is not anticipated for several years, the City Council and staff can now focus on the Deficit Elimination Plan that will reduce structural expenditures to the stable revenue level over the FY 2011-12 through FY 2013-14 three-year period.

Recap of First Quarter Budget Review

On December 14, 2010, a First Quarter Budget Review was presented to the City Council. This report indicated that the operating results for the first quarter were positive and that a stable outlook was projected for the remainder of the fiscal year. No additional actions were recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

DISCUSSION

Prior Year Savings Needed to Balance the FY 2010-11 Budget

One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional savings has been used to fund three additional police officers ($580,000) and the shortfall that is currently being experienced in the residential street lighting program ($675,000). Achieving this savings is a significant accomplishment and represents the combined efforts of all City departments to continue identifying and implementing cost-cutting measures in response to closing the structural budget deficit. Audited results for FY 2009-10 will be presented to Council upon the completion of the financial audit.

Mid-Year General Fund Results

This mid-year report updates the Mayor and Council regarding current year fiscal trends and provides the opportunity for critical policy input from the Council prior to developing next year's budget. As adopted, the FY 2010-11 budget totals approximately $200 million with the General Fund comprising $80.9 million. As a measure to match the revenues to expenditures and continue the current service levels the City Council approved the use of $13 million of Fund Balance.

Revenue Trends

In order to adequately analyze the City's current revenue position it is helpful to review the revenue trends over a multi-year period. As illustrated in the charts below after three consecutive years of decline General Fund revenues are projected to achieve a slight increase in FY 2010-11. This experience is consistent with projections made by local economists that the bottom has been reached and revenue streams will begin to stabilize. General Fund revenue performance can be measured by following five primary revenue sources. Property taxes, including the Vehicle In-Lieu tax shift, which were budgeted to decline by 14% instead only declined by 4%. Sales tax revenue

increased by 4.8% from FY 2009-10 actuals to the amount projected to be received for FY 2010-11. This amount is due to improved consumer spending, in addition to an annual adjustment related to the State triple-flip process that was larger than expected. In addition, the expiration of the Auto Mall owner participation agreements results in additional sales tax revenue that is retained by the General Fund. Utility Users Tax has been the most consistent revenue over the past four years and these revenues are projected to be slightly higher than both the budget and the previous year. Development services revenues have experienced severe volatility over the past three years but are projected to be flat when compared to the prior fiscal year suggesting that they have stabilized. Investment income, the fifth of the key revenues, is projected to improve slightly over the prior year due to the active management strategy adopted last year which has allowed the portfolio to take advantage of short-term opportunities within the financial markets.

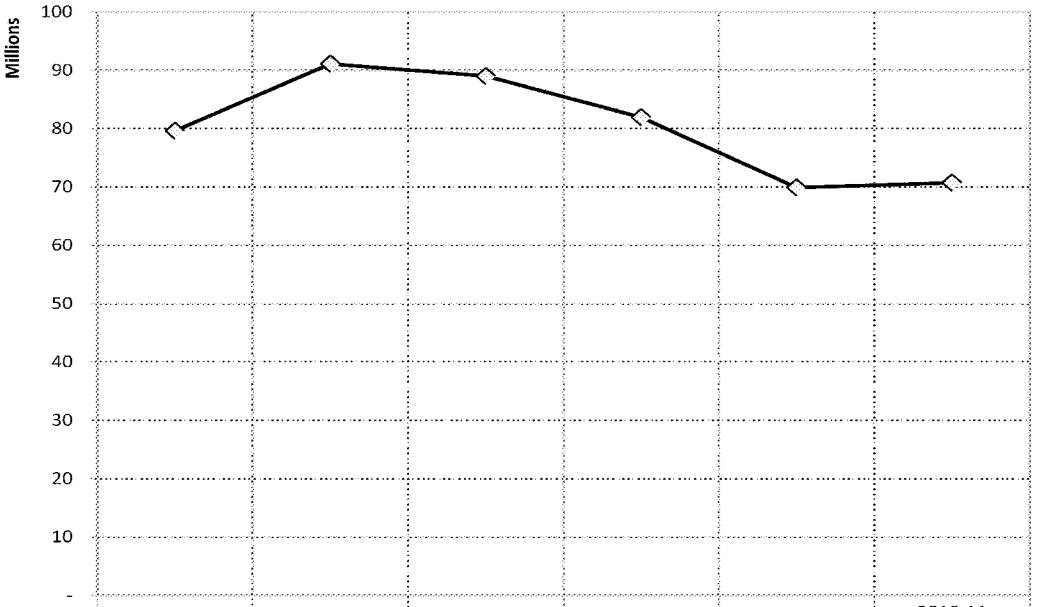

	2005-06 Actuals	2006-07 Actuals	2007-08 Actuals	2008-09 Actuals	2009-10 Actuals	2010-11 Year-end Projection
Revenues	79,615,944	91,116,701	88,999,014	81,930,066	69,892,454	70,728,080

General Fund
Revenue Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Taxes:			
Property taxes	$ 8,596,100	$ 8,596,100	$ 9,158,400
Property taxes in lieu	11,773,400	11,773,400	13,056,000
Utility taxes	15,200,000	15,200,000	15,600,000
Sales taxes	9,735,100	9,735,100	10,515,000
Other Taxes	6,556,500	6,556,500	6,900,000
Licenses and permits	1,363,600	1,363,600	1,431,200
Intergovernmental	643,500	643,500	1,049,800
Charges for services	8,284,600	8,283,156	6,853,900
Use of money and property	4,527,900	4,527,900	4,220,300
Fines and forfeitures	1,117,000	1,117,000	1,120,000
Miscellaneous	172,700	177,800	823,480
	-	-	-
Total Revenues	**67,970,400**	**67,974,056**	**70,728,080**

Expenditure Trends

The following charts illustrate that expenditures have been reduced over the past few years to become more in line with revenues and to maintain reserves at a prudent level. Over the past three years spending has been reduced from $97.6 million in FY 2007-08 to a budgeted amount of $80.9 million in FY 2010-11 which represents a reduction of over 17%. Projected spending levels through mid-year show significant savings when compared to the spending plan approved by Council as staff at all levels continue to undertake efforts to reduce operating costs while sustaining key service levels.

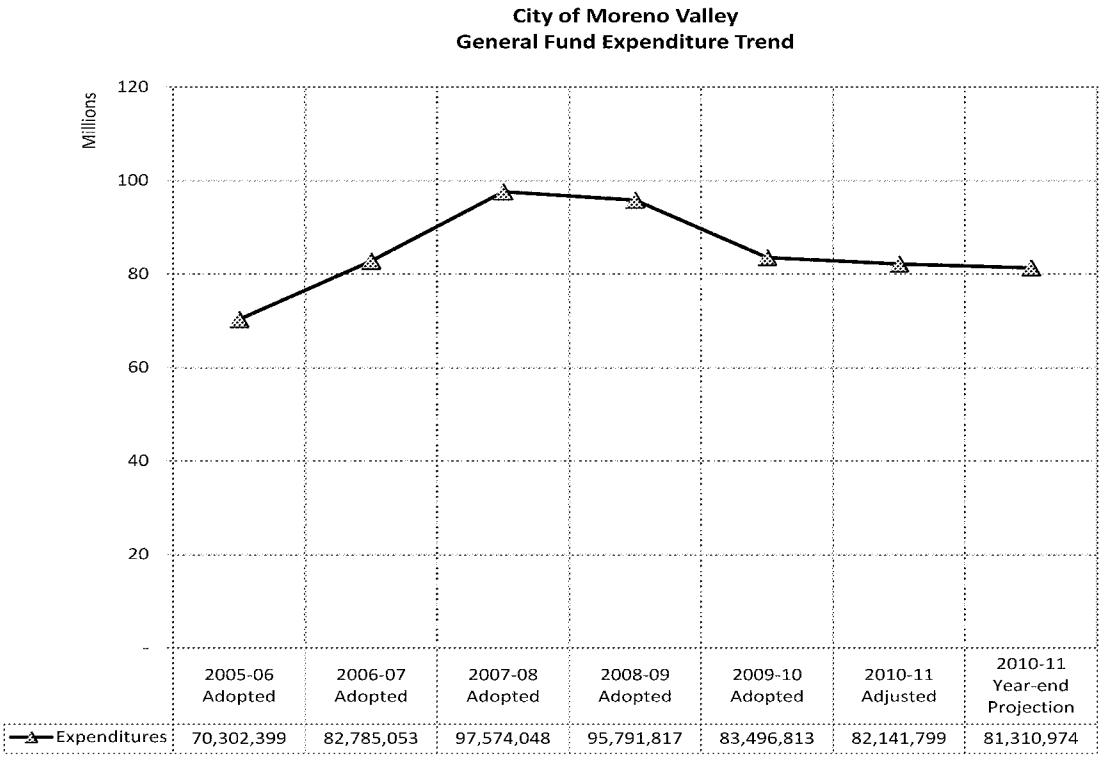

Though there may be variances on a department specific basis, General Fund expenditures are projected to be within City Council approved appropriations and the budget remains balanced. This includes the City Council's decision to utilize surplus revenues to fund additional costs related to priorities related to Police and Community Services District Zone B for Residential Streetlighting subsidy.

Expenditure Year-end Projections
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
General government			
City council	$ 579,922	$ 581,564	$ 523,400
City manager	1,279,359	1,305,638	1,171,463
City clerk	634,286	521,486	525,715
City attorney	1,015,407	1,015,407	952,502
Economic development	436,287	482,774	432,202
Financial and administrative services	3,108,962	3,128,875	3,066,423
Human resources	958,505	958,505	791,989
Non-departmental	2,694,500	2,665,546	2,601,646
Public safety			
Police	41,291,771	41,870,739	42,246,062
Fire	15,666,535	15,666,535	15,266,718
Animal services	2,287,240	2,297,418	2,401,450
Emergency operations/volunteer services	605,166	605,166	600,547
Crossing guards	583,439	583,439	516,700
Community development	4,629,070	4,638,875	4,246,017

Public works	3,551,311	3,562,092	3,710,400
Total Expenditures	$ **79,321,760**	$ **79,884,059**	$ **79,053,234**
Other Financing Uses			
Transfers out	1,582,740	2,257,740	2,257,740
Grand Total	$ **80,904,500**	$ **82,141,799**	$ **81,310,974**

First Quarter Summaries of Other Major Funds

▪ Community Services District (CSD) Zone A – Parks & Community Services

Zone A - Parks and Community Services
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,586,789	$ 1,586,789	$ 1,678,500
Charges for services	5,637,700	5,637,700	5,658,800
Use of money and property	457,800	458,800	501,900
Miscellaneous	25,500	26,433	31,200
	0	0	0
Total Revenues	**$ 7,707,789**	$ **7,709,722**	$ **7,870,400**
Expenditures:			
Current:			
Community and cultural			
Senior Program	502,539	503,472	470,404
Parks and recreation administration	468,235	468,235	556,947
Park ranger program	320,241	320,241	317,000
Recreation programs	1,702,569	1,702,569	1,598,500
Park maintenance	2,772,945	2,836,395	2,549,200
Park maintenance - contract	458,100	458,100	423,600
Golf course program	289,886	289,886	302,345
Recreation and conference	442,548	442,548	469,900
Recreation and conference - banquets	238,044	238,044	227,794
Parks projects	152,410	152,410	150,700
Community services	142,088	142,088	126,800
Community events	78,072	78,072	76,400
Non-departmental	250,300	250,300	250,300
Capital outlay	6,400	6,400	23,400
Total Expenditures	**$ 7,824,377**	$ **7,888,760**	$ **7,543,290**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(116,588)	(179,038)	327,110
Other Financing Sources (Uses):			
Transfers in	289,800	289,800	314,800
	0	0	0
Total Other Financing Sources (Uses)	**$ 289,800**	$ **289,800**	$ **314,800**
Net Balance	***$ 173,212***	$ ***110,762***	$ ***641,910***

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually. The first distribution was received in mid January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Community Services District (CSD) Zone L – Library**

Zone L - Library
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Property Taxes	$ 1,201,200	$ 1,261,200	$ 1,261,200
Intergovernmental	27,000	27,000	73,600
Charges for services	33,000	33,000	30,000
Use of money and property	0	0	0
Fines and forfeitures	56,500	56,500	46,500
Miscellaneous	2,000	7,255	7,200
	0	0	0
Total Revenues	**$ 1,319,700**	**$ 1,384,955**	**$ 1,418,500**
Expenditures:			
Community and cultural			
Library	1,903,462	1,940,694	1,895,600
Total Expenditures	**$ 1,903,462**	**$ 1,940,694**	**$ 1,895,600**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(583,762)	(555,739)	(477,100)
Other Financing Sources (Uses):			
Transfers in	446,740	446,740	446,800
Total Other Financing Sources (Uses)	**$ 446,740**	**$ 446,740**	**$ 446,800**
Net Balance	***$ (137,022)***	***$ (108,999)***	***$ (30,300)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually. The first distribution was received in early January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Gas Tax**

State Gasoline Tax Special Revenue Fund
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Taxes:			
Intergovernmental (gas tax)	2,702,500	2,702,500	2,862,225
Use of money and property	5,000	5,000	1,500
Miscellaneous	2,000	2,000	10,200
	0	0	0
Total Revenues	**$ 2,709,500**	**$ 2,709,500**	**$ 2,873,925**
Expenditures:			
Public works:			
Infrastructure project engineering	384,086	384,086	306,986
Street maintenance	1,740,356	1,740,356	1,919,100
Graffiti removal	329,014	329,014	366,700
Tree trimming	383,230	383,230	412,100
	0	0	0
Total Expenditures	**$ 2,836,686**	**$ 2,836,686**	**$ 3,004,886**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(127,186)	(127,186)	(130,961)
Net Balance	***$ (127,186)***	***$ (127,186)***	***$ (130,961)***

The revenues are tracking slightly ahead of expectations. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- **Electric Utility**

Electric Utility
Year-end Projections - Revenues and Expenditures
FY 2010-11

	Adopted Budget	Adjusted Budget	Year-end Projection
Revenues:			
Operating Revenues:			
Generation	$ 9,360,000	$ 9,360,000	$ 8,945,076
Distribution	3,640,000	3,640,000	4,533,022
Special Charges	144,000	144,000	142,831
Public Purpose	500,000	500,000	779,328
Other charges for services (electricity fee refunds)	(146,000)	(146,000)	(73,709)
Use of money and property	56,000	56,000	79,982
Miscellaneous	315,500	315,500	239,772
Total Operating Revenues	**$ 13,869,500**	**$ 13,869,500**	**$ 14,646,302**

Expenditures:			
Operating Expenditures:			
Electricity purchased	6,900,000	6,900,000	7,228,800
Services and supplies	2,842,695	2,842,695	2,673,524
Distribution share	1,425,000	1,425,000	1,567,500
Rate stabilization reserve	327,000	327,000	359,700
Public purpose program:			
Electricity purchased	400,000	400,000	400,000
Services and supplies	100,000	100,000	100,000
Total Operating Expenditures	**$ 11,994,695**	**$ 11,994,695**	**$ 12,329,524**
Operating Income (Loss)	**$ 1,874,805**	**$ 1,874,805**	**$ 2,316,778**
Nonoperating Revenues (Expenses)			
Debt Service:			
Principal retirement	570,200	570,200	470,380
Interest expense and fiscal charges	1,656,200	1,656,200	1,658,207
Capital outlay	87,500	87,500	81,375
	0	0	0
Total Nonoperating Revenues (Expenses)	**$ (2,313,900)**	**$ (2,313,900)**	**$ (2,209,962)**
Income (Loss) Before Transfers	**$ (439,095)**	**$ (439,095)**	**$ 106,816**
Net Balance	***$ (439,095)***	***$ (439,095)***	***$ 106,816***

**Net of depreciation*

As reflected in the previous operational financial summaries (not including capital projects and/or debt service), revenue and expenditure results for Parks, Library, Gas Tax and the Electric Utility through the first quarter of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. Therefore, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by the respective departments.

Proposed Mid-Year Budget Appropriation Adjustments

The Mid-year Budget Review is traditionally the time in which additional budget appropriation adjustments are considered due to unforeseen circumstances that have occurred since the adopted of the budget. There are two items recommended for Council's approval this fiscal year.

I. Recommend the transfer of $150,000 from the General Fund (fund balance) to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort (MOE) requirements:

The City receives Measure A, Local Streets and Roads (LSR) funding from the Riverside County Transportation Commission (RCTC) to augment the City's transportation improvement program. In order to continue to receive Measure A funds, MOE requirements are imposed on local agencies to ensure that local transportation

expenditures are maintained. The MOE requirements include the annual certification of discretionary General Fund expenditures for transportation related construction and maintenance activities that meet or exceed the MOE Base Amount. The City's MOE base amount is $1.6m. In FY 2010-11, it is projected that transportation related activities will be under the MOE base amount by $150,000. A transfer to the Gas Tax street maintenance programs of $150,000 will ensure the City's meeting the MOE requirements. The City currently receives $2.4m in Measure A funds.

II. Recommend the transfer of $157,000 from the General Fund (fund balance) and $33,000 from the Equipment Replacement Fund (fund balance) to the Vehicle Equipment Maintenance and Street Maintenance programs for state-mandated vehicle modifications/replacements:

The California Air Resources Board mandates all public agencies with heavy-duty, diesel vehicles within their fleets to have 100% of the heavy-duty vehicles retrofitted with particulate matter traps (emissions filters) or to retire/replace such vehicles. The City has a total of (17) such vehicles and previously retrofitted (9) vehicles. The remaining (8) vehicles, that belong to the Maintenance & Operations, Transportation Engineering, Parks Maintenance, and Facilities Maintenance divisions, are required to be retrofitted by December 31, 2011 or be retired from service. It is proposed that (7) vehicles are retrofitted and that (1) vehicle (Unit #96-525) be replaced as it is significantly past its normal life cycle. The total combined cost of the retrofits and funds required to supplement available vehicle replacement funds is $190,000. The proposed retrofits/replacements are mandatory and must be complete by December 31, 2011 to comply with California Air Resources Board regulations and retain the use of these vehicles.

SUMMARY

The budget for FY 2010-11 remains balanced using significant one-time sources of funding. Staff has identified four key revenue adjustments that have a net zero effect to the total General Fund revenue stream. One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of $1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually $2.4 million. The additional $1.4 million in savings has been applied to additional expenditures approved by the City Council in FY 2010-11 (Police Dept - $580,000 and CED Zone B Residential Street Lights - $675,000).

General Fund revenues received through December 31th are meeting expectations based on historical experience. Generally, expenditures are slightly below the expected expenditure pace for FY 2010-11. Therefore, results through the first half of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. As a result, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

Despite the positive results thus far in FY 2010-11, significant challenges are expected in adopting a balanced General Fund budget for FY 2011-12; with a deficit of $14 million

projected. Staff is preparing the preliminary base operating budget as a two-year budget for FY 2011-12 and FY 2012-13 with no change in staffing or service levels. In addition, staff has prepared a proposed Three-Year Deficit Elimination Plan (DEP) to eliminate the remaining deficit and balance ongoing revenues and expenditures by FY 2013-14. Council approval of a final DEP will include direction to staff to apply the first 2 (two) years of the approved DEP actions to the base budget for FY 2011-12 and FY 2012-13. Staff will return with the Proposed Two-Year Operating Budget for Council review in May 2011.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Cynthia Fortune
Financial Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00101061

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY

RECOMMENDED ACTION

Staff recommends the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

BACKGROUND

The City of Moreno Valley is poised for future growth. With the economy starting to realize some improvement, now is the opportune time to evaluate ways that Moreno Valley can best plan for advancing economic development in the short and near term. The creation of an Economic Development Plan with established Areas of Opportunity in the community for producing major employment hubs, successful retail centers and redevelopment possibilities is aimed at providing a roadmap for Moreno Valley to become a major business development area in Southern California.

Over the years, Moreno Valley has experienced significant growth. Incorporated in December 1984, Moreno Valley has experienced a 379% increase in population in just 26 years. However, the City's jobs to housing ratio is not properly balanced. The need to create more employment opportunities should be made a priority in creating a well rounded community with a strong economic foundation. Adding new logistic and distribution centers will not only create new jobs for residents, but also provide a positive economic stimulus to the existing business community. Furthermore, Moreno Valley should seek to enhance its commercial retail/restaurant make-up and move to improve the City's per capita sales tax revenue stream. Making Moreno Valley a great place to live, work, shop, dine and visit--will improve the overall economic health of the community.

DISCUSSION

Moreno Valley has a strategic location in the Inland Region and is in the path of growth. During the past decade or so, Moreno Valley has experienced strong residential development from many quality home builders. Now it will be important for the City to provide ways for new commercial, office and industrial development to happen in the community. Understanding Moreno Valley's strengths and weaknesses, along with pursuing a balanced mix of residential and business development will be key in planning how Moreno Valley attracts development opportunities in the new global economy.

Ensuring the proper land uses are in place, along with embracing a business friendly environment will help ensure that developers and businesses select Moreno Valley as a place to do business. With the right attitude and proper Economic Development Plan—Moreno Valley can be the future of not only Southern California but also compete to be a major place to be in the new global economy.

The formulation of an effective Economic Development Plan should pursue opportunities for the short and mid-term, as well as consider opportunities throughout the community. As part of the adoption of the Housing Element, staff recommended that the City Council consider opportunities to rezone areas of the community that could facilitate new business development, as well as specifically address the jobs to housing imbalance. The following ten geographic business areas represent specific Areas of Opportunity in Moreno Valley to be considered for incorporating into an Economic Development Plan.

- Eastern Moreno Valley-Rancho Belago (including Highland Fairview Corporate Park-Skechers USA, WestRidge Commerce Center, Prologis, and Moreno Highlands)
- City Center (including a Nason, Moreno Beach and Lasselle loop--with Stoneridge Towne Centre, Moreno Beach Plaza, Moreno Valley Auto Mall, proposed Moreno Beach Marketplace-Lowes Center, Moreno Marketplace-Stater Bros. Center, Moreno Valley Ranch Golf Club, Riverside County Regional Medical Center, Aqua Bella, Kaiser-Moreno Valley Community Hospital, Lakeside Plaza & Terrace, Moreno Valley College, the proposed Winco Center and the City's 60-acre property at NWC of Alessandro/Nason)
- South Moreno Valley Industrial Specific Plan Area
- March LifeCare
- Centerpointe Business Park
- Alessandro Boulevard
- Sunnymead Boulevard
- Festival-Ironwood
- Sunnymead Ranch-Lakeshore Village Marketplace
- TownGate (including the Moreno Valley Mall and five surrounding commercial centers-TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade, and TownGate Square)
- Canyon Springs Plaza and proposed TownGate Highlands
- Edgemont Area

At the March 22 City Council meeting, a PowerPoint presentation will visually outline the Areas of Opportunity. Included with the presentation will be an illustration of the importance of linking the City's Capital Improvement Plan (CIP) and the City's Traffic Circulation Plan to a new Economic Development Plan. Ensuring that revenues to be used for the CIP are focused on advancing the City's Economic Development Plan and its Areas of Opportunity shall provide for a more strategic approach to planning for new public improvements that benefits economic development in the community. As part of this approach to the CIP, staff is recommending advancing the planning of a number of public improvement projects related to the City Center area--including work on SR60/Nason, SR60/Moreno Beach, pursuing the connection of Eucalyptus Avenue to Moreno Beach Drive, along with the connection of Nason Street, from Cactus Avenue to Iris Avenue to provide a much needed north and south arterial thoroughfare from SR60 to Iris Avenue.

After introducing the major components of the Economic Development Plan-Areas of Opportunities, staff recommends that the Economic Development Council Subcommittee (Council Members Co and Molina) work with the City Manager and Community & Economic Development Director, along with a number of developers to further advance the specifics of the Economic Development Plan. Included with this effort will be evaluating many rezoning and redevelopment opportunities, all aimed at furthering the City's economic development efforts. As part of this process, the City shall pursue a 'modified' General Plan process that will include a focused 'Plan' review that will evaluate the highest and best uses for the many areas included with the Areas of Opportunities.

FISCAL IMPACT

There is NO established fiscal impact at time. As the Economic Development Plan-Areas of Opportunity is further refined a budget shall be established for undertaking planning activities.

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00101065

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00101067

PLANNING COMMISSIONERS

RAY L. BAKER
Vice-Chair

RICHARD DOZIER
Commissioner

GEORGE SALAS, JR.
Commissioner

AMBER CROTHERS
Commissioner

THOMAS A. OWINGS
Commissioner

CARLOS RAMIREZ
Commissioner

MELI VAN NATTA
Commissioner

PLANNING COMMISSION AGENDA

April 14, 2011

PLANNING COMMISSION MEETING – 7:00 P.M.

CITY OF MORENO VALLEY
City Hall Council Chambers
14177 Frederick Street
Moreno Valley, California 92553

CALL TO ORDER

1. Introduction of New Commissioners: Amber Crothers, Thomas Owings, Carlos Ramirez and Meli Van Natta

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC ADVISED OF THE PROCEDURES TO BE FOLLOWED IN THE MEETING

(ON DISPLAY AT THE REAR OF THE ROOM)

COMMENTS BY ANY MEMBER OF THE PUBLIC ON ANY MATTER WHICH IS NOT LISTED ON THE AGENDA AND WHICH IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COMMISSION

The City of Moreno Valley complies with the Americans with Disabilities Act of 1990. If you need special assistance to participate in this meeting, please contact Mel Alonzo, ADA Coordinator at (951) 413-3027 at least 48 hours prior to the meeting. The 48-hour notification will enable the City to make arrangements to ensure accessibility to this meeting.

MV00101117

NON-PUBLIC HEARING ITEMS

APPROVAL OF MINUTES

1. Draft Planning Commission Meeting Minutes (December 9, 2010):

2. Draft Planning Commission Meeting Minutes (January 27, 2011):

3. Draft Planning Commission Meeting Minutes (February 24, 2011):

PUBLIC HEARING ITEMS

1.

Case Number:	PA07-0129
Case Description:	Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).
Case Type:	Tentative Tract Map
Applicant:	Cal Land Engineering (Kevin Tsai)
Owner:	Kenney Kha
Representative:	Cal Land Engineering (Kevin Tsai)
Location:	Metric Dr, west of Perris Blvd and east of Hubbard St (just north of Tranquil Way)
Proposal:	Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).
Case Planner:	Claudia Manrique

Recommendation: **APPROVE** Resolution No. 2011-12 and thereby:

1. **RECOGNIZE** that PA07-0129 (Tentative Tract Map 35606) qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and,

2. **APPROVE** PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the Resolution.

MV00101118

2. Case Number: PA10-0022

Case Description: Modifications to Title 9 of the Municipal code to further refine existing lighting standards to include modifications to onsite, athletic field/park and street lighting to minimize light pollution/trespass and include provisions for dark sky.

Case Type: Development Code Amendment

Applicant: City of Moreno Valley

Owner: N/A

Representative: NA

Location: Citywide

Proposal: Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI," Applications for Lighting", Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.

Case Planner: Mark Gross

Recommendation: **APPROVE** Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and,

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

OTHER BUSINESS

STAFF COMMENTS

PLANNING COMMISSIONER COMMENTS

ADJOURNMENT

MV00101119

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MV00101120

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
DECEMBER 9TH, 2010

100 CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

200 ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Marzoeki
Commissioner Salas, Jr.

Staff Present:
John Terell, Planning Official
Eric Lewis, City Traffic Engineer
Julia Descoteaux, Associate Planner
Clement Jimenez, Senior Engineer, Land Development
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney
Officer Hudson, Moreno Valley Police Department

300 PLEDGE OF ALLEGIANCE

400 APPROVAL OF AGENDA

CHAIR DE JONG –Item 400 calls for approval of the Agenda

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Thank you, is there a second

COMMISSIONER SALAS – Second

CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

500 PUBLIC HEARING ITEMS

CHAIR DE JONG – Item 500 is to advise the public of the procedures to be followed in this meeting and they are on display on the table by the entrance to the room.

600 PUBLIC COMMENTS

CHAIR DE JONG – Item 600 is an for comments by any member of the public to comment on any matter which is not listed on the Agenda but which is within the subject matter of the Commission and I see no Speaker Slips tonight. Does anybody wish to speak at this time? No, thank you.

650 RECOGNITION OF FORMER PLANNING COMMISSIONER George Riechers, 15 Years of Dedicated Service

CHAIR DE JONG – Our first item before our Public Hearing Items is Item 650 and it is in recognition of former Planning Commissioner George Riechers for 15 years of dedicated service. Wonderful! George would you like to come up to the podium perhaps and then actually I'll meet you halfway there. Come to podium and we'll talk. The City… we have a plaque for George tonight and our plaque reads, "The City of Moreno is pleased to honor George Riechers in recognition and appreciation for your 15 years of dedicated service. Your service and commitment contributed greatly to the successful growth and development of the City of Moreno Valley. Planning Commissioner, December 13th, 1994 to September 30th, 2010". Thank you very much for your service George. Does anybody have any comments for George tonight?

COMMISSIONER DOZIER – George; the word community service…There always has to be a shining example of what that is and we think that is you. For all of the years that you have dedicated to not just this Commission, but to many other activities in the community, we have been pleased and I have personally been pleased to have served on this Commission with you and I wish you all the best of luck. Thank you for all your dedication. I appreciate it.

COMMISSIONER MARZOEKI – I'll go next. George, I've learned so much from you and I really do miss you not being here on the Commission. I love your spunkiness. I love your wit and just your knowledge of planning in general. It

was just amazing. I loved sitting next to you all the time because you taught me so much about what it meant to be a Planning Commissioner and thank you for that and I wish you all the best in the future.

COMMISSIONER GELLER – Well we often did not agree. I always appreciated the lively debate and you know like I say I always appreciated your opinions. Sometimes we were together by ourselves and sometimes we were on opposite sides, but you always had a different perspective and I certainly appreciated it and I'm sorry to see you go.

PLANNING OFFICIAL TERELL – Before you leave George, Bruce Springer was going to try to make it tonight. He was in Orange County, so he wanted me to read something into the record for you and so I'll read it… "Dear George…. Thank you for the many years of good hard debate. The citizens of Moreno Valley have benefited from your thorough and conscientious insights into the General Plan and a myriad of planning issues. The gut instincts that you provided during our sessions provided the Commission, Planning Staff and the Applicants with years of solid direction. Lastly on a personal note I learned to respect your opinion and your integrity. Warmest regards, Bruce Springer". And to follow on that and in talking for the Planning Staff for Moreno Valley as well as the other Review Staff, I certainly appreciated your insight and your willingness to stand up for what you believed and I think everyone benefited from that, so I'll miss you and I know a lot of other people will miss you here, but you know how to contact us. I know that you still have opinions, so we look forward to hearing from you again.

FORMER PLANNING COMMISSIONER RIECHERS – Thank you. Thank you all.

700 PUBLIC HEARING ITEMS

710

P10-020 Conditional Use Permit

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. I'm Julia Descoteaux, Associate Planner. Before you this evening is Item P10-020 which is a Conditional Use Permit which is for an 8,700 square foot sanctuary and multi-purpose building in the Neighborhood Commercial Zone, located at 23750 Alessandro Boulevard.

The proposed building will be north of the existing church building on the site. It is currently developed in the shopping center. There are several points of access into the integrated shopping center via Alessandro Boulevard. The existing

shared parking with the shopping center will remain. The project will be conditioned to upgrade the existing landscaping and do the parking lot in addition to the new structure. The project has been reviewed and again the design is consistent with the existing building and will closely resemble that building.

As designed, the building will have a composition shingle roof which will match the existing building. The existing building was originally built as a restaurant and does not match the surrounding shopping center, however at the time the City Council initiated a Code change, which has since been revoked that allowed the themed restaurant that was there prior and the Church has purchased two lots within the shopping center and converted the restaurant into a Church.

The project was submitted in March of 2010. Several revisions were requested and submitted and all the relevant issues have been adequately addressed to the satisfaction of all parties. The project is exempt from the California Environmental Quality Act as an Infill Development project. Notice was sent to all property owners within 300 feet and as of this date I have no comments or questions regarding the application. This concludes Staff's presentation and at this time I can answer any questions for you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff? I have a couple. LD23 asks the designer to provide to the greatest extent feasible the implementation of water quality treatment at the site. What has been done?

ASSOCIATE PLANNER DESCOTEAUX – Okay, I'll refer to Clement Jimenez

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening. LD23 condition regarding water quality treatment… the developer has agreed to the maximum extent practical… direct the roof run-off into landscape areas that surround the building or that will surround the building. They are also going to be required to cover the trash enclosures per the current standard to prevent contaminants from washing out underneath the trash enclosure area and they are also providing grass swales around the building for water quality treatment.

CHAIR DE JONG – Has the use of porous concrete been entertained at all?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – It's a suggestion in the conditions but no commitment from the developer at this point.

CHAIR DE JONG – Okay, thank you. The second question and this is minor, but there are two diamond planters in the parking lot that are empty on both plans; the Landscape Plan and the Site Plan. I assume that there is a tree to go in there. Can you tell me what type of tree?

ASSOCIATE PLANNER DESCOTEAUX – Yes the existing parking lot will have to be upgraded with any trees that are missing and additional landscaping where it is sparse will have to be revitalized.

CHAIR DE JONG – Okay I'm talking about the two diamond planters specifically right in the center that are not showing any new tree at all.

ASSOCIATE PLANNER DESCOTEAUX - They are conditioned to… B14 has conditioned them to do that.

CHAIR DE JONG – Fine I didn't want that to slip through. Thank you. No other comments of Staff right? At this time I'm going to open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT MURRAY – Steve Murray, the Architect for the project.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant? Actually do you have anything you'd like to tell us?

APPLICANT MURRAY – No, I've been really pleased in working with the Staff in coming up with a solution in just matching the building that was there and trying to meet all the requirements to make into a nice addition to the community.

CHAIR DE JONG – Okay, thank you. Are there any Commissioner questions of the Applicant? Okay prior to the meeting I called Julia and I gave her a suggestion of mine for something on the interior. Planning Commission doesn't normally comment on the interior so I won't talk about it today, but if she hasn't told you already meet with her. I'm going to go ahead and close Public Testimony then; thank you and open Commissioner Debate.

COMMISSIONER GELLER – Yes I remember when the original restaurant went in. That whole controversy of having a different design but it complied with the Code and I think it was before my time when they passed the Theme Restaurant Ordinance. We revoked it a while ago. While the building doesn't really match the rest of the shopping center, certainly if they are going to build a new building it should match its counterpart. I see nothing wrong with the project. The location is fine. Traffic flow and everything is fine. That center has been vastly under-utilized for the most part anyway, so I don't see any reason not to approve it and move it forward.

CHAIR DE JONG – Good, thank you. Well I'd like to say that I think this is a great addition not only to the shopping center but to the Church as well. I think the Architect did a wonderful job in matching the new building to the existing previous one and I think it is a great addition. I think is perfect and perfect placement and I see nothing wrong at all with it, so it looks like we're very quick and short on this one. Who wants to make a motion?

COMMISSIONER MARZOEKI – I'll do it. I'd like to make a motion that the Planning Commission **APPROVE** Resolution No. 2010-25 and thereby:

1. **RECOGNIZE** that P10-020 Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15332 Infill Development Projects; and,
2. **APPROVE** P10-020 Conditional Use Permit subject to the attached conditions of approval included as Exhibit A.

COMMISSIONER GELLER – Second

CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Thank you and good luck. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Perfect. Thank you. Okay our next item is Item 720

720

PA09-0027 Conditional Use Permit

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening, this is Julia Descoteaux, Associate Planner. The item before you; a Conditional Use Permit application proposes the sale of beer and wine at existing Big #6 Food Mart Convenience Store between the hours of 8:00 a.m. and 8:30 p.m. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street. The primary land use for this parcel is Neighborhood Commercial. The Neighborhood Commercial District is to provide for the convenient location of neighborhood centers which provide limited retail and commercial services. The existing convenience store complies with the land use within the Neighborhood Commercial District.

The proposed project consists of adding the discretionary approval… The Conditional Use Permit for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of residential. Based on the information from the Department of Alcohol and Beverage Control there is

currently an over-saturation of alcohol sales within the census tract where this location is.

The Moreno Valley Police Department believes and feels that a liquor store in this area would add to a high rate of criminal activity. The project site is surrounded by Business Park zoning to the north, south and west and residential zoned property to the east. The adjacent parcel is actually zoned Business Park but currently developed with a multi-family structure.

To date I have received two phone calls regarding this project. One was an information only question with no opinion either way and the second one I have provided you a copy of it. It was an email that I received regarding opposing the project.

Staff is recommending denial of the Conditional Use Permit based on the above information and the Police Department was unable to attend tonight due to other commitments. This concludes Staff's presentation and at this time we can answer any questions for you.

CHAIR DE JONG – Thank you. I think… is there somebody from the Police Department. Okay, so there is now. Thank you. Commissioner questions of Staff? We have none, thank you. At time I'm going open up Public Testimony and call the Applicant forward.

COMMISSIONER GELLER – Do you want to have the Police Department say whatever they wanted to say first?

CHAIR DE JONG – Alright that's not a bad idea. Thank you. Let me close Public Testimony and is there something that the Police Department wanted to add to this prior to Public Testimony. Come up to the microphone sir so that way we can get it on tape. Thank you. If you would mind please stating your name for the record.

OFFICER HUDSON – It is Officer Hudson. I'm with the Moreno Valley Police Department and currently working with ABC Alcohol, Beverage and Control for the Department. At this time I was the one that actually wrote the Convenience and Necessity Letter and within that letter basically we showed our opinion of the area of some of the criminal activity that has been occurring there in the last several years. Also we have received letters from some of the residents that live in the area opposing this project, so there are numerous things that we looked at as far as this project before we made our opinion or our decision on it. I don't know if you have the actual letter with you…

CHAIR DE JONG – No

OFFICER HUDSON – If you need a copy of that that is fine. I can also give you a copy of the letter that I sent to ABC with our opinion on that.

CHAIR DE JONG - Can you summarize…

OFFICER HUDSON – Basically within this letter that we wrote, we believe a lot of it has to do with the criminal activity within this area between Cottonwood and Edgemont. With that criminal activity is also saturation of facilities selling alcohol within this area. According to ABC they actually allowed and I'm not seeing it on this letter, but I believe it was six in the area and now this one will be eight, saturating this area.

CHAIR DE JONG – That's what our Staff Report confirms

OFFICER HUDSON – So that's our opinion on that sir.

CHAIR DE JONG – Okay, alright. Are there any questions of the Officer?

COMMISSIONER SALAS – How close is nearest store that sells alcohol. How close is the nearest availability to buy alcohol from this location? Do you know?

OFFICER HUDSON – The closest location is going to be on Alessandro, which is just south of this location.

COMMISSIONER SALAS – And this is on Cottonwood, correct?

OFFICER HUDSON – This is on Cottonwood and Edgemont; yes sir.

CHAIR DE JONG – How big is the census area that you look at?

OFFICER HUDSON – As far as?

CHAIR DE JONG – It mentions the census tract. I think there are six businesses you said within tract and currently there is eight right now, so how big is that census tract?

OFFICER HUDSON – Actually ABC determines what that census tract is going to be. I don't really understand if they do it by mileage or if they break it up into areas within the city, but that is who actually does the censorship tract is ABC.

CHAIR DE JONG – Alright but in summary the Police Department just feels that selling alcohol would be a detriment to the area? Is that your opinion?

OFFICER HUDSON – Correct

CHAIR DE JONG – Okay thank you.

PLANNING OFFICIAL TERELL – Just about the geography, I know the dividing line is at Ellsworth; so it's roughly Ellsworth, Eucalyptus, Old 215 and Alessandro are the boundaries of the census tract

CHAIR DE JONG – Okay, that helps. Yes that helps. It's not really large.

COMMISSIONER SALAS – So there are seven now and this would be eight. Is that what we're saying?

PLANNING OFFICIAL TERELL – There are eight now and that is six over the normal; the base limit.

COMMISSIONER MARZOEKI – That would make it nine

CHAIR DE JONG – They allowed six and there are currently eight.

PLANNING OFFICIAL TERELL – There allowed two and there are eight.

CHAIR DE JONG – There is currently six and this would nine

ASSOCIATE PLANNER DESCOTEAUX – They allowed two…

COMMISSIONER SALAS – No matter what it is over what we recommend right?

OFFICER HUDSON – Yes sir

CHAIR DE JONG – Okay, are there any other questions? Thank you sir.

OFFICER HUDSON – Thank you

CHAIR DE JONG – Okay at time I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT – Good evening Commissioners. My name is Justin Kim. I'm from Los Angeles. I'm the representative for the Applicant. I'm delighted to be before you today. I never knew Moreno Valley was almost three hours from LA. I killed my Bluetooth headset on the way here. It's dead now because of all my talking on the phone, so I appreciate the time before you today.

Our Applicant, Mr. and Mrs. Choi have been at this location since 2004. I would like to note that they made a significant commitment to the community of Moreno Valley because they purchased the property. They are not leasing or not just renting. They purchased the property with the intent of finishing out their business career in the City of Moreno Valley. They applied for an ABC license back I believe in 2005 and at that time I'm not really sure what happened but I

think they were a little discouraged by the process so they withdrew their application. I think at that time there was discussion of maybe over concentration of licenses in this area but I would like to note for the Commissioners that since that time in 2005 when they applied, the City of Moreno Valley granted six licenses in this census tract. It was two at that time, so I don't really think it would have been as big an issue back then with the numbers as it is now, but it is a routine procedure that although the Department of Alcoholic Beverages Control allows for a set number of licenses, it is not abnormal to go over that number as long as you can prove public convenience and necessity for such a use.

One thing I would like to note, I'm not a resident of Moreno Valley so I'm not really sure, but I did notice that out of the six that were approved since 2005 or actually even out of the eight, I think only two uses are only mom and pop. Just judging from the piece of paper in front of me I mean most of the uses are Sam's Club, Target; the bigger name corporations and although it is a little daunting to compare ourselves to an organization like a Sam's Club or Costco or something like that, I'd like to add that for someone like my client; having done this work for as long as I have, I think it is almost better to have a person like this in your community and the reason that I say that it is better is kind of an abstract word, but this is their livelihood; this is their life savings; this is what they have invested; everything into one nest-egg and someone like this would be a very responsible business owner in your community because they don't have the luxury of failing at this and going onto something else.

I would much more trust people like this to represent alcoholic beverage sales than a larger company where I have 100 minimum wage workers checking in and out or talking or their cell phones or thinking about what they are going to do after their shift and not really paying attention, because I think the most important thing that ABC looks at is sales to minors is a huge, huge thing for ABC. That's like the nexus of all the problems that they are trying to keep people off the roads after they have been drinking, especially young people. They are just trying to get them to stay away from drinking period and I'd like to add that my client has had three different businesses with alcohol and beverage licenses in the last 15 years and I think she has 15 years experience. I have printouts from ABC. She has never once had a violation; she or her husband have never once had a violation and to be a property owner with a proven track record with ABC, I'm just hoping the Commissioners will give this a little bit of thought and you know and maybe consideration that even though the numbers seem daunting, if you are ever going to take a chance on someone, my clients would be a good bet for the City of Moreno Valley to give a little consideration to them. I have printouts here for the Commissioners if you would like to review them later on.

They have the experience here. I have 193 signatures on a petition here from residents within a couple blocks of the store asking for this. At certain times I think it has been referred to as a convenience store and liquor store by the Police Department, but I've been in a lot of liquor stores don't carry things that these

people carry. I mean except for a full service counter, I mean they carry fruits and vegetables. It is not something... soda, chips and hopefully alcohol type of premise. I mean they carry the basic needs that even a single mom or an elderly person or a child who wants to have something to eat or cook something could go and get basic ingredients for having a meal at home. This is not something that is just a stop in and get a soda or a candy bar type of store and I was surprised that the amounts of items that they carry there. I had only been there that one time when I first went there and was like wow this is full. This store is full of different items, so I would like for the Commissioners to take this into consideration that they've made a serious commitment to the City; they have tried before and they didn't understand the process back then, so they were easily discouraged but they made a commitment to the community. They made a commitment you know with our company to have us represent them and I really think that with what I have told you tonight, I think they merit at least a chance at getting this. They are very serious about getting this and being responsible and I think that their track record proves it, so I thank you for your time and if you have any questions I'd be more than happy to answer them.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant?

COMMISSIONER DOZIER – Is the store profitable without beer and wine? Are they doing well as a business where they are?

APPLICANT – I think in this economy I really don't think anyone is doing well per say but they are doing okay, but I think the main reason that they want to do it is not for a profit standpoint. I don't want anyone to perceive that they are being greedy about this, but over the years they have been asked by people why can't you do this. I come here to get things that I need without having to drive; without having to sit in traffic; without having to park. I can just come in and get what I need. Why can't I get this? I mean that is their main push for this was when they purchased this market they thought that maybe we could add this as an added convenience to our patrons, but you know they hit the wall once and now they are trying again, but it is mostly from people in the community that are asking. I'm sure that there are people in the community that are not for this, but I have people in the community that were not paid or not coerced but just asked we want to do this; what do you think and 193 people came forward and signed and said we want this; we approve this and they are people that live there. They are not people that are transient like going to work. In that neighborhood if you have been out that way, it is a residential neighborhood per say. It's not really a high thoroughfare type of road I don't believe, but I think the people are speaking and I hope that we can get some consideration for this because it is not from a greed standpoint but a public convenience or a necessity and people are clamoring for it.

CHAIR DE JONG – Okay

COMMISSIONER GELLER – I have a question and I'd like to see that.

APPLICANT – Oh yes sir

COMMISSIONER GELLER – The conditions say that they would be able to sell from 8:00 a.m. to 8:30 p.m. I assume they are open more hours than that.

APPLICANT – No sir. Thank you very much Commissioner Geller. That is the only hours they want to be open, so they are not trying to do late night sales either.

COMMISSIONER GELLER – Is the store open beyond those hours?

APPLICANT – No

COMMISSIONER GELLER – Are they open at 8:00 a.m. and close at….

APPLICANT – Let me check for you.

COMMISSIONER GELLER – Okay

APPLICANT – They close at 8:00 right now. They are just asking for 30 minutes.

COMMISSIONER GELLER – So they want to sell alcohol when they are open?

APPLICANT – Yes sir

COMMISSIONER GELLER – Okay they're not open beyond… they won't be open beyond 8:30?

APPLICANT – Yes sir, they are not going to try and do operating hours versus sales hours. It is just set hours.

COMMISSIONER GELLER – Okay

COMMISSIONER SALAS – They stated that seven or eight licenses are already in the area and that some of them are to the major stores like Sam's Club or Costco or whatever. Do you know how many of those there are to the major chains of the licenses in the area?

APPLICANT – Actually sir if you indulge me… Sam's Club, Target, Cost Plus; there is one with no DBA so I'm not sure what this is. It is more of an investment group incorporated; Smart and Final, Riverside Petroleum which I believe is probably a gas station; La Buena Market and Walmart.

COMMISSIONER SALAS – So basically we're talking about major chains here

APPLICANT – Exactly

COMMISSIONER GELLER – Smart and Final is gone

APPLICANT – I'm sorry, I wasn't aware

PLANNING OFFICIAL TERELL – It sounds like all of those licenses are in the City of Riverside.

COMMISSIONER SALAS – Yes exactly

APPLICANT – Oh I'm sorry, they all fall within the census tract

PLANNING OFFICIAL TERELL – Which is just north of the area identified, so that census tract apparently extends out of the City.

COMMISSIONER SALAS – So basically they fall in that ABC designated for six or less but they are major stores. Okay, thank you

APPLICANT – Thank you sir

CHAIR DE JONG – Okay are there any other Commissioner questions of the Applicant?

COMMISSIONER BAKER – Yes I think I know where we're at on this. This is beer, wine and hard alcohol right?

APPLICANT – Beer and wine

COMMISSIONER BAKER – Beer and wine only… Okay no hard liquor. Okay very good, thanks

APPLICANT – No sir

CHAIR DE JONG – Are there any other questions? Okay thank you

APPLICANT – Thank you. I'm sorry; would you like to have a copy of their previous history with ABC?

CHAIR DE JONG – Okay I have one speaker. Matthew Fields please come up. There is a three minute time limit. Thank you.

SPEAKER FIELDS – My name is Matthew Fields Jr. I live at 13455 Edgemont Street, Moreno Valley. I have lived in my house for 15 years now and this

convenience store is close to Big 6 Market Liquor. Years ago it was a long distance to pick up liquor or something like that at other stores. I didn't have one close by. It is a pretty clean store. The people there are pretty nice in the neighborhood. A few there enjoy them. There are some pretty nice people there. So I would have no problem. I live probably two houses down from the market. I wouldn't have any problem with that.

CHAIR DE JONG – Alright thank you. Okay ma'am if you want to speak, it is your turn and if you could please state your name and address for the record and then please fill out a Speaker Slip for us afterward.

SPEAKER KENDALL – I'm Irene Kendall and I live at 21849 Cottonwood Avenue and I've been here in Moreno Valley since 1945. I've lived at my address since 1948. I'm just about half a block from the little store. We have a Church; we have Churches all around there. We have Churches meeting at 21640 Cottonwood Avenue at the Edgemont Women's Club. We have Liberty Baptist Church at… I've forgotten it right now.

CHAIR DE JONG – That's okay

SPEAKER KENDALL – But it is in the middle of the block of Edgemont; between Edgemont and the railroad and Bay is the name, but I would not like to see a license issued. We have a school at the end of… at Eucalyptus and we have children… that particular area is very populated with school children and teenagers too I might add. I just… well it's not a very… well let's see, there are a lot of things going on there in the community already and I really feel that this would not enhance the area at all. I know our Church is not happy with it if a license was issued and the other Churches that are meeting at the Edgemont Women's Club; there are two Churches that meet there, so that's what I have to say. All around me it is a very depraved area and I cannot think that issuing a license would help to improve our community, so that's what I have to say. Thank you.

CHAIR DE JONG – Thank you very much. Is there anybody else that would like to speak at this time? Yes, come forward sir and if you haven't filled out a Speaker Slip yet, please do so after you speak. Tell us your name and address and there is a three minute time limit.

SPEAKER – My name is Danny Chang. I live at 13162 Day Street, Apt. G205. I just want to talk to you. If the license is approved tonight I just want to tell you about the market. They are very giving away people. I know him a few months ago. He is giving away to the friends; always something; always something like coke and giving away. He is giving always with his business… the neighborhood a barbecue and hot dogs and I'm very happy he opened the market over there. It is a very dark area but he is a very bright light. I just want you to approve that and make that neighbor happy. That is why I am here. Thank you very much.

CHAIR DE JONG – Thank you. Is there anyone else who wants to speak in the audience? I can't see anyone coming forward so at this time I am going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – I have one more question. If somebody were to buy this facility, wouldn't they have to get a new Conditional Use Permit?

PLANNING OFFICIAL TERELL – No

COMMISSIONER GELLER – Can we add a condition that if there is a change of ownership they have to re-apply?

PLANNING OFFICIAL TERELL – That's a good question. I don't know the answer to that. Typically all land use approvals go with the land; they don't go with the operator.

COMMISSIONER GELLER – I know they can't keep the license, they have to apply for a new license, but I don't know if that would require them to re-seek a new Conditional Use Permit.

PLANNING OFFICIAL TERELL – Under our current code, no it would not.

COMMISSIONER GELLER – Okay but are you aware that we couldn't add a condition to…

PLANNING OFFICIAL TERELL – I'm not aware. I haven't looked into that. I don't know if Suzanne has any thoughts on that.

DEPUTY CITY ATTORNEY BRYANT – You can probably add a condition. I want to point out that the license is not before you. It is the Conditional Use Permit.

CHAIR DE JONG – Okay we are in debate right now, would you like to continue?

COMMISSIONER GELLER – Sure… I have to say that Mr. Kim gave a pretty compelling presentation because I'll tell you when I read it the first thing that I said is why are we approving more… why are we considering… well if you consider reviewing an application, but I'm saying we don't need any more liquor sales in this area and I really have a lot of doubts. But first of all, looking at everything, both the petitions and the type of stories and those sorts of things was one issue but the other real compelling this is looking at the list of licenses except for one, they are all in the City of Riverside and all Fortune One Hundred companies and I don't think that has any application whatsoever to our decision here, because I know I never approved any of those and I've been here a long time.

We've turned down several Conditional Use Permits for alcohol sales in places not too far from here, but far enough; I don't think in the same census tract, but it was a real surprise out of all these licenses there is only one that is even remotely similar, so if we were to add this one, as far as I'm concerned that is only two licenses, because all the rest of the stores are all on Day Street and that has no application whatsoever here. It's a completely different market and I don't think they're even remotely comparable. Like I say, some areas are worse than others and I mean I know there is a perception that every time there is alcohol sales, you know the whole City collapses and some places are irresponsible and some places aren't.

The fact that these applicants have a clean history with ABC is also compelling and the fact that they own the land I don't think is a trivial issue to ignore because it shows they've made a clear investment and obviously they expect to make some profit for it true; I mean I have no doubt and while I don't know that any community absolutely has to have alcohol sales, I'm not inherently opposed to it. I drink my share of wine and other things. Based on everything that we've seen, I would go ahead and agree to passing it, but I want a condition added that they must renew the license if there is a sale of the property or that the license transfers. If there is any application for a license transfer then this Conditional Use Permit will terminate and they would have to apply for a new one. Like I say much of my decision is conditioned on what I have heard and believe about these owners and I'm not going to make the same assumption on any future owners. Like I say I would propose if we do approve it that we add a condition that upon the transfer of this license then the Conditional Use Permit will expire or terminate and that I think would solve the problem because they can't get a new owner without applying for a new license.

DEPUTY CITY ATTORNEY BRYANT – If I may add something Commissioners... There are no conditions attached to this tonight because it is recommending a denial, so if you wanted to add conditions maybe we could bring it back at a future date and have the proposed conditions attached. It would give us more time to draft them.

COMMISSIONER GELLER – Okay, I forgot about that. You are absolutely right. You know like I say, the nearest one is Alessandro and it is not all that close; certainly not in walking distance and the rest of them like I say as far as I'm concerned they don't even apply even though ABC can do whatever they want but they are nowhere near and are a completely different kind of market. They serve a different market and they really have no bearing... as far as I'm concerned they have no bearing whatsoever on this particular type of operation and you know like I say I'm always reluctant to approve these in certain areas, but like I say I think ABC's assessment is simply incorrect. I would like to call up the Police Department one more time. I'd just like to ask them if they have something specific about this particular facility as to why they think we should

deny it because I would give great deference to their opinion, but if it is solely because of the numbers, you know we can make our own assessment from that.

CHAIR DE JONG – Let's do that right now. I guess I have to reopen Public Testimony… nevermind, scratch that

OFFICER HUDSON – Yes sir

COMMISSIONER GELLER – Yes do you have any…? If the six other stores were not an issue, do have any specific reason for these applicants or this particular location; if saturation wasn't an issue, does the Police Department have any particular information or opinion about this specific store or these owners or anything else other than just a saturation.

OFFICER HUDSON – Well the size of saturation. I was able to go on our website for the Riverside Sheriff's Department and from June 2009 to I believe June 2010 I've got more than 50 pages of calls for service within that area where that store is at, ranging from anything to attempted murders to DUI drivers, to drunk in public; whatever that is right here; more than 50 pages of calls for service in that area.

COMMISSIONER GELLER – What area are you talking about or the parameters that you used for that report?

OFFICER HUDSON – You are very familiar with the Edgemont area?

COMMISSIONER GELLER – Yes

OFFICER HUDSON – These calls for service are within probably within the next four or five blocks of just criminal activity alone, just around that particular store, not to mention the rest of Edgemont, where these people would actually be using this store for their alcoholic beverages, so other than just criminal activity part of it, is there anything else you would like to know regarding that census tract.

COMMISSIONER GELLER – Have you at that particular address, has there been a lot of problems.

OFFICER HUDSON – There have been several over the last year or so. Like I said there is a couple in here that are drunk in public, DUI drivers in the area, not necessarily from that location but they are within that area, which people obviously have alcohol beverage problems within that area. This will just add to another.

COMMISSIONER GELLER – Okay, thank you.

COMMISSIONER SALAS – So what you are saying basically is that they are going out of their way to purchase the alcohol now a little further away from where they are now and it would make it more convenient for them to get it local more local so the crime rate would go up? Is that what you are stating?

OFFICER HUDSON – Yes sir and coming from my own personal… I've been here in this City for six years as an Officer working the streets. I know this area very well. I know Edgemont very well. I have worked Special Enforcement Teams where we work with a lot of undercover type of projects in this area. I know what type of criminal activity is coming out of this area. As of right now the people are not going to this location to get alcoholic beverages. They are going to Alessandro where there are several liquor stores within that area.

COMMISSIONER SALAS – But they are going to keep selling alcohol in that area; is that correct?

OFFICER HUDSON – In the Alessandro area?

COMMISSIONER SALAS – Yes

OFFICER HUDSON – Correct

COMMISSIONER SALAS – I've lived here also since 1970. Edgemont has never been a desirable area especially the area that you are talking about; the Edgemont Street area so…

OFFICER HUDSON – This is coming from my own personal experiences with this area. Like I said this is only a year or a year and half worth of data with criminal activity. If we were to go back even further we'd have quite a stack of paper here.

COMMISSIONER SALAS – Thank you

CHAIR DE JONG – I'm going to open Public Testimony and call the Speaker to the podium. Please state your name and address for the record.

SPEAKER – My name is Yvonne Coles. I live at 13561 Edgemont. I'm right across the street from them. I like the little store. Since he's been there, there has not been any problem on our neighborhood. I know there are people that are doing things in the neighborhood, but not on our street or right at Jericho's. He doesn't let people gather around that store and I like him because he looks out for our people and the kids there, him and his wife both and we have not had no problems. I don't understand why the Officer said that but I know on that street there has been no problem. There have been car accidents where people have been driving too fast up and down Cottonwood because I've called the Police myself to report those accidents and he does too. As far as shooting or

attempts or whatever around there; there is no shooting on our street. It's been real nice and comfortable there and those people look out. He doesn't let anybody hang around on that store if they look like they are going to cause trouble. He will call you guys. I mean the Police Department yourself and I know I'm out there all the time on my handicap scooter and I never have for the last 12 years and I have not had a problem. No one has a problem. Our neighborhood is very quiet and very nice and it is going to make easier for a lot of us that do go to the store and need this and is there for us. That is why I appreciate it being there. As far as the drinking and stuff I don't drink no more, but I would appreciate it if it was there that I could go home in my own house because it would be too far for me to go, but I don't see a problem because he is a very good responsible person. I know he would not let anybody be loitering around. So that's all I have to say. Thank you

CHAIR DE JONG – Thank you very much. While the Public Testimony is open, is there anyone else who would like to speak. Okay, I'm going to close Public Testimony again and reopen Commissioner Debate. Were you finished Commissioner Geller?

COMMISSIONER GELLER – Yes, I want to hear what everyone else has to say then I might say something else.

CHAIR DE JONG – Okay

COMMISSIONER SALAS – I agree with… I just think that if the neighborhood market and the idea of the neighborhood market is to serve the neighborhood and the hours that they are open; from 8 to 8, I don't see that as real trouble in that timeframe and also I agree with the community. I agree with the neighbors. If you want to go across the street and go get a six pack of beer instead of going to Costco or Cost Plus, because you know the hassle when you go there, I don't see anything wrong with it. I think that it serves the neighborhood and that's the idea of a neighborhood market.

CHAIR DE JONG – Thank you.

COMMISSIONER DOZIER – As much as I would like to reward the owners of the store for being good citizens and for being sensitive to the needs of the community and providing for the community, I have a problem at all times helping people get access to any drug that has ruined so many of our lives. All I have to do to stay consistent with that philosophy is to support the Police decision and support our Planning Department's decision to deny it. I think it is too bad that this particular community who needs convenience for many things and that the application is for a permit that will allow them to sell beer and wine, I feel badly about that because I'm going to take the position that I want to support the recommendation to deny it. I just philosophically don't feel good about making it easier for a community that has already demonstrated that there are problems in

the general community; many alcohol related problems that the Police have documented for many, many years and I don't want to contribute to that. I don't want to make it more convenient for those folks who have had those problems and have made that problem for that community to make it easier for them to get any more of it or let them travel the longer distance. If they want the beer and wine, let them go the further distance. That's my personal opinion and I'm going to support the recommendations of our City Planners and our Police Department.

CHAIR DE JONG – Before I ask for any more comments I have just a question for Staff. I think I read that being a Conditional Use Permit; if there is any issue of non-compliance at all it can be revoked. Is that correct? Did I read that right?

PLANNING OFFICIAL TERELL – There is a process. If there is a concern, what would happen is we'd advise the permitee of that and we would bring forward something to the Planning Commission. We'd basically have another hearing and it would be a revocation hearing at which time the Planning Commission would hear evidence from both sides and then make a determination whether or not to revoke the Conditional Use Permit. So it's a process.

CHAIR DE JONG – How long approximately would that process take?

PLANNING OFFICIAL TERELL – We haven't done too many of them. I would say it is a 60 to 90 day process.

COMMISSIONER GELLER – I don't think I've ever done one and I've been here 14 years or something.

PLANNING OFFICIAL TERELL – Yes I know. I think we had one and I think it was related to a night club was the last time we had one, so it's pretty rare.

CHAIR DE JONG – Who would investigate that process; the Police Department for example?

PLANNING OFFICIAL TERELL – It could be the Police Department. It could be a complaint from the neighborhood that we would investigate. It could be you know… but it is usually internal. The other potential… the other thing that is obviously at risk is the alcohol license itself and I suspect that it's generally a more effective way. Say they lose their liquor license for bad behavior; then that would be a pretty simple reason to revoke the Conditional Use Permit. That would be evidence that would be presented. Obviously they couldn't operate under the Conditional Use Permit if they have no liquor license, but…

COMMISSIONER MARZOEKI – How would they lose their liquor license? How would they typically lose that?

PLANNING OFFICIAL TERELL – I'm going to ask the Detective.

COMMISSIONER GELLER – I can answer that. A sale to minor's violation…

COMMISSIONER SALAS – Drinking on premises…

COMMISSIONER MARZOEKI – All those things okay

PLANNING OFFICIAL TERELL – I mean they do an investigation. Either they would observe themselves inappropriate behavior on the part of the licensee or they would have a complaint they would investigate; meaning ABC, the Alcohol, and Beverage Control and I know they take it very seriously.

CHAIR DE JONG – So currently there is a license and we're voting on the Conditional Use Permit.

PLANNING OFFICIAL TERELL – No there is no license. They have applied for a license. The Police Department has recommended against granting that license which the City has to override; has to find that public convenience so if the Planning Commission was interested in granting this property owner or business owner that then we would bring it back and you would have to make a finding of public convenience which means the needs of the surrounding community overrode that limitation on the number of licenses in some proximity.

CHAIR DE JONG – Okay

DEPUTY CITY ATTORNEY BRYANT – And if I may add to that… In order to grant a Conditional Use Permit you know that you have to make the findings that it will not be detrimental to the public health, safety or welfare or be materially injurious to properties or improvements in the vicinity.

CHAIR DE JONG – Okay thank you.

COMMISSIONER BAKER – You know looking at these and I assume most of these signatures are valid on this petition that the landowners have put together. I mean there is a bunch and I don't know if it makes any difference on these applications where you know that I've been in the restaurant business and you know where we've had hard liquor or had full bar you have a lot more problems than a beer and wine deal and my feeling here with the track record that these owners have, which I'm not going against the Planning Commission or the Police or anything, but from what hearing here and from what they've been doing running the operation and everything with the food, I don't know why they would subject themselves to mess up the rest of their business for selling beer and wine. So from what I'm hearing it sounds like they are responsible. They want to come to bat and do this. I don't think it is on a profit deal. I think it is more of a convenience to the community and I think from what I understand they can always limit who they sell that too. I think the minors; what is it; you have to be over 25 to buy liquor now…

COMMISSIONER GELLER – 21 still

COMMISSIONER BAKER – So you've got that… Well you know there is nothing saying they have to sell the liquor to the person I mean I wouldn't think. So my deal is and I know the area has got its problems, but we've got other areas of the City that have their problems. It just doesn't seem fair to me that they should be denied a Conditional Use Permit on the situation especially when six out of those 8 are national chains that really don't sell per say over the counter type. I mean they are selling case goods and things like that and the other thing here is this is not a liquor store. If this was going in here as JR's Liquor Store here then I'd say no, but where it is part of a reputable market where they have their money invested in it, I say we take a hard look at moving forward with it. This is just my opinion.

COMMISSIONER MARZOEKI – Well this is a hard one. I came in here and I had read the Staff Report and everything and it was like… well I never make my decision until I'm actually sitting here because so many things always change, but I was already just to say okay well we've got too much saturation in the area here and we can't possibly go farther than that, but then finding out that you know most of those businesses are in Riverside, that puts a different light on it. This is a neighborhood market. It is serving the community. It is only open from 8 to 8:30, so there is limited hours. Can something happen; yes something can? You can drink any time of day, it doesn't really matter, but on the other hand, here I am a Planning Commissioner and I'm supposed to look out for the community as well and what is not to say that people can't go that extra distance and actually get the alcohol elsewhere, so I struggle with that female side of me along with the Planning Commissioner side of me. This is a really, really difficult one for me, but I think I side on the side of the applicants. Just the things that I've heard tonight about them; they are very good for the community; they are here to stay; they own the property; they'll probably be here for awhile. That is what my heart is telling me instead of my mind and I normally don't do this. I normally don't vote based on my heart, but my heart is telling me that this is something that we got to go forward with and not deny.

CHAIR DE JONG – Would you like to revisit

COMMISSIONER GELLER – Yes I would. I sat in on a number of these applications over the years and a few of them I was very unhappy that the Police Department in some cases didn't even bother to write a report and in some cases I was pretty surprised that they signed off on it and in some of them I'm sure that no one paid much attention to it. To me the most important thing for these types of… for this particular….for alcohol sales or for any decisions alcohol related, it is what can it do to the community in terms of crime and other issues. I mean that has to rank more importantly than anything else.

Whether it is profit, convenience or whatever, if there is any reasonable possibility it is going to increase crime or other issues in that community, there is no way I would vote for it. I mean I think that's a risk that is just not worth taking. I mean if somebody has to go a few more blocks, they have to go a few more blocks. I understand the one issue of convenience is it probably encourages people to drink more because they may not be inclined to go 20 blocks but they might walk across the street. I have to give great deference to the Police Department's opinion and I know this area, I worked it myself for many years working with the Moreno Valley Police Department and it is a serious crime area and antidotal of other evidences whenever there is alcohol people open the bottles and they open the cans when they get out the front door and start drinking before they get home and anyone thinks otherwise particularly if they are walking. They are not going to wait until they get home half the time. I have to follow... I mean I think the crime reports provide a very compelling story and in a very small area and if there is any reasonable possibility this could cause an increase in crime I'm not going to do it. I'm not going to vote for it. I don't think it is fair to the residents that live there.

I think one woman said her street was perfectly quiet. I don't know; like I say I worked it for many, many years and it's an area with its problems and I don't want to add to them. We do what we can to try to improve the City. Again the customers of Target and all those places... the practical side is there are not nearly as likely to go start drinking in the parking lot than people that walk to a convenience store. I mean you go to any convenience store that sells alcohol and you are going to see people drinking in the parking lot on their way out or whatever. This is one of the toughest in terms of these types of Conditional Use Permits. I don't have a clear; I am torn but I have to... like I say I complained when the Police Department didn't participate in the past in these decisions and at this point they have participated and they have given their opinion and I have to give it great weight, almost more than anything else absent it being completely unreasonable, so based primarily on the crime issue or the potential for crime issue and the surrounding neighborhood, I'm going to vote against it. The only thing that I'd ask that if I'm outvoted and the Commission is desirous of allowing it that we condition it like I said before that when they do the conditions that one of the conditions be that if the license goes up for renewal the CUP will terminate, so we won't at least have to worry about a new owner taking over that hasn't had the same scrutiny as this owner. Anyway I'm sorry. Like I say I have been torn heavily, but I have to give great deference to the Police Department in this matter because like I say I'm not here to approve something to increase crime in the City.

CHAIR DE JONG – Okay my turn. I am torn as well. Actually it is a hard one. I came in thinking it might not be quite as hard as it is. I have a lot of respect for communities and community markets and all that and the way communities interact with each other. I don't see that changing very much with either way this goes. Apparently it is a nice community and that's good and the owners are

responsible and that's good. I hope they stay that way. We very rarely get any real communication from the Police Department regarding our projects. Sometimes we do but often we don't and as Commissioner has been said it has been kind of lacking in the past and when we do get a report, it is important and I rate it and these are the people that are out there every day and they see what I don't see and they respond to what I'm not responding to and they are telling us that there is a large crime rate right now in that small concentration of area and I have to believe them. I have to go with that. I have to pay a great deference to their written opinion and their job is to protect the City of Moreno Valley and I hope the applicant and the people in that community understand that they are protecting them as well and I have to go ahead and agree with the City and deny this Conditional Use Permit on that basis, so thank you. It seems like we might have a split.

COMMISSIONER GELLER – I mean let me just make the motion that's recommended and we'll take the vote and see what the vote actually is…

CHAIR DE JONG – An aye vote would be agreeing with the denying.

COMMISSIONER GELLER – Correct, yes. I'm going to make a recommended motion and then assuming somebody seconds it, we'll take a vote and it if fails, then you know we'll have to…

CHAIR DE JONG – Okay, so bear in mind that an aye vote is to deny.

COMMISSIONER GELLER – Okay I'd like to make a motion that we **APPROVE** Resolution No. 2010-26 thereby **DENYING** PA09-0027 Conditional Use Permit, with no action on the environmental issue required.

CHAIR DE JONG – Okay is there a second?

COMMISSIONER DOZIER – Second

CHAIR DE JONG – All those in favor?

Opposed – 2 (Commissioner Baker, Commissioner Salas)

Motion carries 4 – 2

CHAIR DE JONG – Thank you. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall be final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you very much applicant and community for coming out and thank you for letting us hear your thoughts.

800 OTHER BUSINESS

810 Staff Comments

PLANNING OFFICIAL TERELL – Your next meeting will be January 13th of 2011 and I'm not sure exactly what will be on that Agenda; it's a little bit early, but there are several items that are close enough that we do believe that you have that meeting. There is a modification to the Robertson's Redi-Mix approval that you made some time ago and then there is a product change that is above 25% which we would require Planning Commission Hearing, so those two likely be coming forward to you. There may in fact be others or replacements for that. Other than that it is the end of the year. It is the holiday season and I wanted to wish you all a very happy holiday season. Sorry Bruce wasn't here because he bought me this tie, so I had to wear it and it is a nice tie but…

COMMISSIONER SALAS – It's a matter of opinion…

PLANNING OFFICIAL TERELL – It's a nice tie and that that's my story and I'm sticking with it and you know he did keep in touch and was very interested in coming to see George's recognition, but unfortunately he couldn't make it back in time.

CHAIR DE JONG – Okay, thank you

900 COMMISSIONER COMMENTS

COMMISSIONER GELLER – Well the election is final, finally so Marcelo Co will be sworn in next Tuesday along with my partner Richard Stewart for I think is his fifth term or something or maybe six. He has been in for 20 years.

CHAIR DE JONG – That's a long time

COMMISSIONER GELLER – Yes, yes, so anyhow congratulations to them and they had two new school board members sworn in for the Moreno Valley Unified on Tuesday, so anyway, Happy Holidays to all. Hanukah just ended and Christmas and New Year's and such are upon us, so Happy Holidays to everybody and we'll see you next year.

CHAIR DE JONG - Excellent, thank you.

COMMISSIONER SALAS – Happy Holidays to all, but Skechers is looking good. It is really getting up there. You've got to give the contractor a lot of credit. He's kicking you know what up there.

CHAIR DE JONG – Excellent. Is there a motion to adjourn?

1000 ADJOURNMENT

COMMISSIONER GELLER – So moved

COMMISSIONER SALAS - Second

CHAIR DE JONG – Thank you and good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Rick De Jong Date
Chair

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
JANUARY 27TH, 2011

100 CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

200 ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Marzoeki
Commissioner Salas, Jr.

Staff Present:
John Terell, Planning Official
Associate Planner Julia Descoteaux
Associate Planner Jeff Bradshaw
Suzanne Bryant, Deputy City Attorney

300 PLEDGE OF ALLEGIANCE

400 APPROVAL OF AGENDA

CHAIR DE JONG –Okay the next item is the approval of Agenda. May I have a motion for that?

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Thank you, is there a second
COMMISSIONER SALAS – Second

CHAIR DE JONG – Okay I heard a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

500 PUBLIC HEARING ITEMS

CHAIR DE JONG – Item 500 is to advise the public of the procedures to be followed in this meeting and they are on display on the table by the entrance to the room.

600 PUBLIC COMMENTS

CHAIR DE JONG – Item 600 is an for comments by any member of the public to comment on any matter which is not listed on the Agenda but which is within the subject matter of the Commission and I have no Speaker Slips. Does anybody wish to speak right now? Okay I see no one coming forward.

650 NON-PUBLIC HEARING ITEMS

Approval of Minutes
November 18th, 2010

CHAIR DE JONG – Approval of Minutes for November 18th, 2010… somebody who was here.

COMMISSIONER GELLER – Are they out of order now?

CHAIR DE JONG – They are out order… Well I'm not out of order but they are out of order.

COMMISSIONER GELLER – Move approval

COMMISSIONER SALAS – I second

CHAIR DE JONG – Okay that's good. Is there any discussion for that? All those in favor?

COMMISSIONER MARZOEKI – I abstain

COMMISSIONER DOZIER – I abstain

CHAIR DE JONG – Commissioners Marzoeki and Dozier were not here so it is right that they would abstain.

Opposed – 0
Abstention – 2 (Commissioner Marzoeki and Commissioner Dozier)

Motion carries 4 – 0 – 2 (with 2 abstentions – Commissioner Marzoeki and Commissioner Dozier)

700 PUBLIC HEARING ITEMS

710

P10-093 Variance

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair De Jong and members of the Planning Commission. My name is Jeff Bradshaw. I am an Associate Planner with the Planning Division. The Item before you this evening; Item 1 is a request for a Variance from the Applicant Jose Navarro who is the property owner of a home located here in town at 12013 Marigold Avenue and the request is for approval of a exception or variance for parking requirements for a single-family residence. The Code requires a two car garage for all homes. In this case, the City is in the process of widening Ironwood Avenue and the result of that is the need from City to acquire a strip of land across the front yard of this property which will result in a reduced front yard and thus making the current garage unusable or unsafe and for that purpose the request for the variance.

The proposal is to construct a new single-car garage on the side of the home along with a carport and be able to provide two off-street parking spaces, but again still not being able to meet the current requirement. With the right-of-way acquisition the parcel size for the property there actually becomes smaller than our current standard and doesn't allow for enough area to place a two-car garage and that is the reason for the request for the variance. I know you have had a chance to review the Staff Report so I was trying to keep my presentation short, but I'd be glad to provide any additional details if you have any questions but that is the request.

CHAIR DE JONG – Commissioner questions of Staff?

COMMISSIONER GELLER – So I assume that if we didn't approve it the City wouldn't be able to take that land?

PLANNING OFFICIAL TERELL - Well they might still be to take the land but it would prevent the closure of the existing garage.

COMMISSIONER GELLER – So what are they going to do? Are they going to make it living space?

ASSOCIATE PLANNER BRADSHAW – That's correct. The garage will be closed at the Ironwood access and converted to habitable space.

COMMISSIONER SALAS – I'd just like to say that I live right around the corner from there and I understand exactly. It would be too dangerous for them to be able to back out onto Ironwood Avenue, so I have no problem with this. It makes total sense to do this.

CHAIR DE JONG – We're not quite deliberating yet, but thank you.

COMMISSIONER SALAS – Oh okay, I'm sorry. Well it's the truth.

CHAIR DE JONG – I've got a question for you. Does this basically have to do with the busyness of Ironwood right? I mean there are other locations in the City that I can point out that the driveway is less than the length of a car. It is very substandard but they are new developments in Sunnymead Ranch and they are probably maybe eight feet long or maybe even six feet deep but the street is not busy. Does that have something to do with it?

ASSOCIATE PLANNER BRADSHAW – Yes in this case it is an arterial. The concern is the speed and the volume of traffic in front of the house and it is a safety concern.

CHAIR DE JONG – Well I had a question that pertains to the variance. How is the carport going to be accessed? It doesn't seem like there is enough room for a car to go around it.

ASSOCIATE PLANNER BRADSHAW – The garage is actually designed as a tandem garage so there would be doors at both ends and they would be able to drive through and park in the carport and that is how they would access it.

CHAIR DE JONG – Okay, alright; so the original garage space; obviously the space is going to remain there so you can use it for storage or whatever.

ASSOCIATE PLANNER BRADSHAW – The proposal is to go in and redo the outside of the home so it has the same appearance as the rest of the front of the house; remove the door and convert it to habitable space.

CHAIR DE JONG – Right and the interior space of the garage would remain obviously in the same location so the homeowner can use that for whatever he chooses to use it for.

ASSOCIATE PLANNER BRADSHAW – Yes that is correct

CHAIR DE JONG – Since this is new, a single car with a drive thru is not going to offer any room for storage at all.

ASSOCIATE PLANNER BRADSHAW – That is true

CHAIR DE JONG – Alright, are there any other questions of Staff?

COMMISSIONER MARZOEKI – Just one minor question. When the house was originally constructed was the driveway constructed in the right-of-way or did that happen after the fact?

PLANNING OFFICIAL TERELL – When it was built; I mean currently the driveway meets standard and when this house was built which I'm guess was about 30 years ago or so, Ironwood wasn't a busy street, but it was built according to Code.

COMMISSIONER MARZOEKI – Okay according to Code… okay that was all.

CHAIR DE JONG – And there are no other houses that are or will be affected by this widening in this matter?

PLANNING OFFICIAL TERELL – No, not in this matter. There is another house I believe further down on Ironwood where they are actually relocating the door on the garage from the front to the side or the front to the rear; I can't remember, so it doesn't create the same issues here because they actually had room to do that.

CHAIR DE JONG – Okay thank you. Okay, seeing no more questions of Staff I'm going to go ahead and open Public Testimony and call the Applicant forward if the Applicant is here.

COMMISSIONER GELLER – If they want too

CHAIR DE JONG – If you want to come forward to the podium please.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – We are the owners of the property at 12013 and we have no objections of what is getting planned on there.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – He is saying that of today he has been having a lot of issues regarding the permits. He has been bringing them and they have been sending them back with codes; back and forth until today. This was about a week ago that the papers have been returned to him according to codes that are needed.

CHAIR DE JONG – The correction items I believe; right?

TRANSLATOR – Yes

APPLICANT - (The applicant is speaking Spanish)

TRANSLATOR – He said that before the reno paperwork and planning and everything that has been going on he hasn't hold anything. If it wasn't for him or for permissions, he would have done this job already. It would have been completed.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – Okay the only problem he is having right now is about the permits and we would like to know if there is going to be a fence covering our property for the safety of us living there.

CHAIR DE JONG – Okay I can direct that question to Staff

PLANNING OFFICIAL TERELL – Yes that is actually a question you would have to ask Mr. Henry No. This is should hopefully be the final permission to build the addition, assuming you've got your approval from the Building Department; correct?

TRANSLATOR – Yes

PLANNING OFFICIAL TERELL – So once you get approved or if you get approved tonight, then you could proceed with getting your building permit and then start construction. But as far as the fence, you would have to talk to Mr. No about whether that is included in your arrangement with the City or not.

TRANSLATOR – Okay, thank you

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – He was telling me the answer to the question that I asked you about the fence or anything that Mr. Henry had told him that was going to be possible for us to have it but he wanted to know if you guys are compromised to that.

PLANNING OFFICIAL TERELL – Well it's either going to be a block wall or wood fence. Okay you need to get a building permit for that but as long as you build it on or behind the new property line that should be fine.

TRANSLATOR – Okay

CHAIR DE JONG – Okay any other questions for us. So the family is happy with this and everything is good.

TRANSLATOR – He made his decision. He said he is happy about that Planning because he knows it is going to be better for us.

CHAIR DE JONG – The variance is all we have control over tonight; just the variance part. Okay, thank you very much.

APPLICANT – Thank you

CHAIR DE JONG – Thank you. I'm going to go ahead and close Public Testimony now and open Commissioner Debate. Who wants to go first?

COMMISSIONER GELLER – I don't think there is much to say if anything.

CHAIR DE JONG – There's not

COMMISSIONER GELLER - I'll make a motion unless somebody…

CHAIR DE JONG – Does anybody have anything to discuss at all? Okay, I'm open for a motion

COMMISSIONER GELLER – Okay, I make a motion that we **APPROVE** Resolution No. 2011-01; the first one of the year and thereby:

1. **RECOGNIZE** that Variance application P10-093 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines , Section 15303 New Construction or Conversion of Small Structures; and
2. **APPROVE** Variance application P10-093, subject to the findings in Planning Commission Resolution No. 2011-01.

CHAIR DE JONG – Thank you; is there a second on that?

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Thank you; is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council with 15 days.

CHAIR DE JONG – Thank you very much and good luck.

720

P10-104	**Variance**
P10-083	**Amended Plot Plan**

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners, I am Julia Descoteaux, Associate Planner. The item before you this evening is P10-104 for the Variance and P10-083 for the Amended Plot Plan. The Project includes an Amended Plot Plan for a change of use from retail to medical office use. The medical office use requires additional parking and due to the change of use and the proposed tenant improvements, the site improvements that are required to meet the minimum parking lot design standards.

A variance for the reduction in landscaping and end planters is the item that we are here for tonight. Variance findings can be supported by the unique circumstances or conditions of the project site. The site was developed in the 1950's with the retail and residential structures. There have been little or no changes to the site except for possible alterations to the interior of the structures. The surrounding area is mixed use. It has both residential and commercial uses as well. The access for the site will still be from Sunnymead Boulevard which is the main access currently. The new parking lot will be designed with a minimum of 17 parking stalls and also they'll be adding additional landscaping.

Again it won't meet the current standards but they will be putting as much as possible in there. The minimum requirement is five feet and I believe the plan shows approximately two to three feet depending on which location of the parking lot you are looking at. There will be cosmetic changes only to the exterior of the structure and in the interior of course; they will be doing improvements for it. The project will not have a significant effect on the environment and is therefore from the provisions of the California Environmental Quality Act as a Class 1 Categorical Exemption for Existing Facilities. The conditions of approval; I believe you have received the modifications; we've added two additional conditions that were left out of the first release. We're just requiring that any damages done to the existing improvements along Sunnymead Boulevard that are damaged, they have to be repaired. With that, I'll conclude Staff's presentation and we can answer any questions for you. Thank you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff?

COMMISSIONER SALAS – How many parking spaces short are they of what is required? You've got 17…how many should there be without a variance?

ASSOCIATE PLANNER DESCOTEAUX – Well they will still need the 17 parking spaces. We did get the minimum number of parking spaces required. It's the landscaping that is normally adjacent to the parking spaces that we couldn't get in.

CHAIR DE JONG – I have a couple of questions. On the bottom of page 2 of the Staff Report under Design, it mentions the existing residential structure is conditioned to remain vacant since no parking is provided. I couldn't find any condition that related to the existing residence. Did I miss something?

ASSOCIATE PLANNER DESCOTEAUX – No, we did try to provide for the parking of the structure but they won't be using the structure for the single-family, so…

CHAIR DE JONG – But it is not conditioned for that.

ASSOCIATE PLANNER DESCOTEAUX – Right, again I should have told you I needed to remove that. It shouldn't be a statement.

CHAIR DE JONG – One of my concerns then is what happens to this building. It just remains vacant and they're not touching it?

ASSOCIATE PLANNER DESCOTEAX – Yes, that's correct

PLANNING OFFICIAL TERELL – Well as I understand it, they could use the structure but they've chosen not to, so that's why it's not required to be vacant. There was a little bit of confusion as we were going through the process, so it is our understanding that the owner does not intend to use the structure and keep it vacant. They could use it for storage.

CHAIR DE JONG – That is my next question

PLANNING OFFICIAL TERELL – But there is sufficient parking should they choose to use it.

COMMISSIONER GELLER – Do they need a Certificate of Occupancy or something?

PLANNING OFFICIAL TERELL – For the house?

COMMISSIONER GELLER –Yes

PLANNING OFFICIAL TERELL – To re-occupy it?

COMMISSIONER GELLER – Yes

PLANNING OFFICIAL TERELL – No, the house is not a business

COMMISSIONER GELLER – So as a house?

PLANNING OFFICIAL TERELL – Yes; if they want to use it for storage then yes they will need a Certificate of Occupancy because that would be changing the use of the building.

COMMISSIONER GELLER – So if they wanted to rent it out or something they do that?

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Okay I have a couple more questions.... B12 (c) on page 3... I'm not trying to be picky; I really need to know how that is supposed to read. B12 (c) deals with the trees...

PLANNING OFFICIAL TERELL – The "at" and the "and" would be taken out

CHAIR DE JONG – It should say onsite trees shall be planted within the new landscape areas.

ASSOCIATE PLANNER DESCOTEAUX – That's correct

PLANNING OFFICIAL TERELL – That's correct

CHAIR DE JONG – Good... Condition F4... How does condition F4 apply to this project?

PLANNING OFFICIAL TERELL – Our understanding in discussions with the Fire Department is that it would not apply. The structures are within 150 feet of Sunnymead Boulevard and therefore they will not have to access the site, so that's why the driveways on this site are less than 24 feet, but it is not an issue with the Fire Department.

CHAIR DE JONG – Because their hoses are longer than 150 feet or 150 feet...

PLANNING OFFICIAL TERELL – They are 150 feet; maybe one or two feet longer I don't know, but the standard is 150 feet.

CHAIR DE JONG – Okay and the 13 foot vertical clearance... Is that an issue?

PLANNING OFFICIAL TERELL – No, because they won't be accessing this site. They won't be driving the fire truck on this site.

CHAIR DE JONG – How about an ambulance... aren't they taller than that?

PLANNING OFFICIAL TERELL – No

CHAIR DE JONG – They are less than 7 feet?

PLANNING OFFICIAL TERELL – The ambulances… I don't know if an ambulance is taller than 7 feet but for emergency access they're going to do that from Sunnymead Boulevard.

CHAIR DE JONG – Alright

PLANNING OFFICIAL TERELL – I was thinking an ambulance is less than 13 feet. The 13 foot standard is a fire truck standard.

CHAIR DE JONG – The drawings say the roof is seven feet, so that's why I was asking.

PLANNING OFFICIAL TERELL – Yes

CHAIR DE JONG – Okay and the last thing I have… the existing site lighting really doesn't seem to be adequate, there is only two fixture heads at the back of the site. Is that going to be at least… we're probably not going to change that but I at least urge Planning to look at that?

PLANNING OFFICIAL TERELL – We are… There is Condition P10 that requires…

CHAIR DE JONG – One foot candles and the half foot candle

PLANNING OFFICIAL TERELL- Yes, they'll have to meet that standard

CHAIR DE JONG – Okay I'm good. Are there no other questions? Okay, I'll call the Applicant forward and open Public Testimony. Please state your name for the record.

APPLICANT ESTAY – My name is Daniel Estay. I'm the Applicant for the project and also the owner's representative. This project is decided from the owners to accommodate existing clinics they have in the vicinity of Heacock and the present status is they are leasing offices. They want to own their own and have a more steady relationship in the City and be more stable where they can develop business of course. They found this property and even though it is tight in the existing conditions we are able to accommodate what they are looking for. Therefore the front building which is 3,000 feet has been adopted to accommodate what they need and the request for variance has to do with SAIT and limited space for most of the landscaping at this time, we are meeting the minimum parking and everything that we can in the landscaping approach to the

site and also doing minimum changes at this time where most of the inside is the real job.

On the outside we are only adjusting a couple of doors just to accommodate handicap access and also we will be adding light as was requested and of course is required. In the rear we have old CMU block wall that just the wind blew those so we'll be putting new walls and also the landscape and the parking lot and mostly is cosmetic but keeping the structure as it is right now and every condition that was set and explained we are open and of course to accommodate everything within our best effort. So far I don't see anything that I was not able to meet as requested by the Planning Division and any questions I'd be open to answer.

CHAIR DE JONG – Okay, are there any questions of the Applicant?

COMMISSIONER GELLER – You saw the two new Conditions P11 and P12 and you're okay with them?

APPLICANT ESTAY – Yes

CHAIR DE JONG – Okay I see no further questions. I think we're okay; thank you.

APPLICANT ESTAY – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate. Who would like to go first tonight?

COMMISSIONER GELLER – I really don't think there is much to debate. It is pretty straightforward. It is what it is. Sunnymead Boulevard is what it is, so absent anyone who would like to speak, I'll make a motion.

CHAIR DE JONG – I'll just say that I appreciate the effort to renovate this building. It has been vacant for a while and it is good to see this building being cared for and it is going to help this little section of Sunnymead Boulevard revitalize and that's good. I'm glad. It is very good that you have met the minimum parking and that is not an issue; that is more important than the width of the planter, although that being said I am glad that we have planters. It is a nice trade-off. So, myself, I am very much in favor of the project, so thank you. Go ahead Mike.

COMMISSIONER GELLER – I would like to make a motion that we **APPROVE** Resolution No. 2011-02 and thereby:

1. **RECOGNIZE** that P10-104, Variance and P10-083 Amended Plot Plan qualifies as an exemption in accordance with CEQA Guidelines, Section 15301 Existing Facilities; and,

2. **APPROVE** P10-104Variance and P10-083 Amended Plot Plan subject to the attached Conditions of Approval as amended, included as Exhibit A.

CHAIR DE JONG – Thank you

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay thank you very much and thank you sir, good luck.

730

P10-109 Amended Conditional Use Permit

COMMISSIONER BAKER – On this item, I live within 300 feet of this property so I am going have to excuse myself.

CHAIR DE JONG – Okay, thank you. Okay let the record reflect that Commissioner Baker has recused himself and left the room. May I have the Staff Report please?

ASSOCIATE PLANNER DESCOTEAUX – I'm Julia Descoteaux, Associate Planner. This project involves an Amended Conditional Use Permit within an existing structure for a Residential Treatment Facility with seven or more persons. The intent of this application is to amend the Conditional Use Permit PA07-0074 which was a Conditional Use Permit for a Residential Treatment Facility for Women and this Amended Conditional Use Permit will revise that Conditional Use Permit from Women to Homeless Male Veterans. This facility is an existing multi-family structure on the west side of Sheila Street and a Conditional Use Permit is required for all residential care facilities with seven or more persons. The project as designed and conditioned meets the minimum criteria for a conditionally permitted residential care facility within an R20 Zone.

This facility will allow a maximum of 12 occupants to reside in three of the three units with an office, staff counseling area and a manager's apartment in the

fourth unit. The proposed facility provides for transitional living services and supportive services to homeless male veterans living with a mental illness in an independent living environment. Per the attached letter of intent that you all received, the proposed facility would revise again the intended clientele from women with 24 hour staffing to veteran men, providing counseling and related services with a facility manager living on the site. No structural changes are proposed however the applicant will be conditioned to repaint the building with approved colors, add a trash enclosure and revitalize the landscape to reduce its non-conformity within the current design zoning.

The parking is a four-car garage parking with two additional spaces located to the rear of the complex that will be used for the facility van and staff parking. The project will not have a significant effect on the environment because it will occur within an existing structure and therefore is exempt from the provisions of the California Environmental Quality Act as a Minor Alteration to Existing Facilities. A public notice was sent out to all property owners within 300 feet, posted on the site and listed in the newspaper and to date I have not received any comments on this project. This concludes Staff's presentation and at this time we can answer any questions for you. Thank you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff?

COMMISSIONER MARZOEKI – What is the City Council target area?

PLANNING OFFICIAL TERELL – They identified some areas… an area and this is the only area that they have designated so far for focused attention using the Community Development Block Grant Program and this area was selected and the park that is up the street from here that was just completed, which was the result of a purchase of a liquor store and a car wash and the demolition of that was the focus of the target area in order to reduce crime in this area, which apparently has been quite successful.

COMMISSIONER MARZOEKI – So did they get additional funding for this through the CDGB's…

PLANNING OFFICIAL TERELL – No they didn't get any additional funding, it was just a way to focus it in this particular area rather than spreading it across the larger block grant area, which is just much more extensive.

COMMISSIONER MARZOEKI – Okay, thank you.

CHAIR DE JONG – Conditions P03 and P04 seem when I was reading it; they seemed to contradict each other. Maybe I'm not reading that right… or PD3 and PD4; I didn't have my glasses on. Low sodium…I know it's good for the diet.

PLANNING OFFICIAL TERELL – High sodium… yes it's good for the diet. I'm not sure why there is a contradiction of these. These have been conditions that have been…

CHAIR DE JONG – But is that true, are they contradicting themselves?

PLANNING OFFICIAL TERELL – Well one is low and one is high, so yes they do contradict…

CHAIR DE JONG – Okay, that's what I thought

COMMISSIONER GELLER – Are they low pressure sodium lights?

CHAIR DE JONG – They are; yes

PLANNING OFFICIAL TERELL – Yes

CHAIR DE JONG – And they both are calling for the exterior so here is one…

COMMISSIONER GELLER – One is over the light and one is over the door

CHAIR DE JONG – But it isn't clear; the first one could be over the door too because it says exterior.

PLANNING OFFICIAL TERELL – It is somewhat ambiguous.

CHAIR DE JONG – It could be taken that way, yes

PLANNING OFFICIAL TERELL – I mean I think if you had… the idea is that they want a certain kind of a light that you can actually see people better in. I guess one of these lights and I think is the high pressure sodium is the yellow light, so I don't think they want that kind of lighting because it is hard to distinguish people's features in it.

CHAIR DE JONG – They want the whiter light

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Okay, that would be low pressure

PLANNING OFFICIAL TERELL – Low pressure; yes that's right

CHAIR DE JONG – Would that still be true over the doorway as PD4 refers to?

PLANNING OFFICIAL TERELL – Yes… I mean if I had to guess, PD4 should be changed to low pressure also.

CHAIR DE JONG – Could we just eliminate PD4 and say low sodium even over the doors… I mean including over the doorway if low pressure sodium is what we want because we don't need to repeat the same thing twice.

PLANNING OFFICIAL TERELL – That would probably fine.

CHAIR DE JONG – I know it's a little thing but it is a thing.

PLANNING OFFICIAL TERELL – It's good because we can make sure that we change; we could contact the Police Department and have their standard conditions modified in the future.

CHAIR DE JONG – Okay, thank you.

COMMISSIONER DOZIER – Is there a store connected with this facility? Am I reading PD6?

CHAIR DE JONG – Yes I read this too.

ASSOCIATE PLANNER DESCOTEAUX – It's their standard conditions. We can remove that one as well.

COMMISSIONER GELLER – It'll have to be outside the front. Make sure it is in plain view

CHAIR DE JONG – Exactly, there you go. Okay are there any other comments to Staff. Okay seeing none I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name for the record. Thank you.

APPLICANT YOUNG-LOWE – I'm Karyn Young-Lowe. Good evening Commissioners, Staff and neighbors and residents of Moreno Valley. Please allow me to first begin by thanking the City of Moreno Valley Planning Department. I want to say a special thank you to Julia Descoteaux and also to Yahnel Bishop. The Planning Staff has been extremely helpful and supportive during our application period and I very much appreciate their efforts and work in preparing us for our application and this Hearing. As I said my name is Karyn Young-Lowe and I am the President and CEO of Lighthouse Treatment Center. Lighthouse has been a part of the Moreno Valley community since 2007.

In fact as you heard in the Staff Report in 2007 we were awarded a Conditional Use Permit to provide residential substance abuse treatment services to women and women with children. We also have a license from the State of California to provide residential treatment services and were awarded that license in January of 2008. Unfortunately with the significant budget cuts to social services our agency has been unable to secure funding to provide the services under our

current CUP, however I am very excited to let you know that we have been awarded funding through the Department of Veteran Affairs or the VA to provide transitional living services and supportive services to male homeless veterans who are living with a mental illness.

Lighthouse Treatment Center is a highly structured program and our program services are maintained in a drug and alcohol-free environment. Case management services and group activities will be conducted throughout the day and our residents are required to sign in and out of the facility. We also impose a curfew on all of our veteran residents. Veterans can stay in our program for up to 24 months however the goal of the VA and also of Lighthouse is to have our veteran residents remain with us only for 12 months and for them to be in a permanent living situation after those 12 months. The overall program goals include residential stability for each veteran, an increase in income and skill level for our veterans and also a greater sense of self-determination. Each veteran participating in the Lighthouse program will develop a comprehensive service plan and the Lighthouse staff lists each veteran in a meeting his goals through individual case management services, on-site group experiences and also through referrals to other community base providers. All the residents will receive their medical, dental and mental health services through the Loma Linda VA Medical Center. Our grant is a partnership with the VA. As stated in the Staff Report we do have a live-in manager and he is responsible for monitoring our residents as well as our facilities. Transitional living services are provided to 12 residents at any given time and food and household supplies are provided by Lighthouse. We feel extremely honored to have the opportunity to provide this much needed service to some of our nation's hero's and I just want to acknowledge that I have my facility manager with me Alvin Bennett and also two of our veteran volunteers have also come with us this evening, so I want to acknowledge them. Thank you so much gentlemen for being here.

In closing we are very excited about the Staff recommendation and for approval of our Amended Conditional Use Permit and we have read the attached Staff Report and the conditions and we are in agreement with all of the conditions, however I would like to request a slight modification in Condition P6 and that condition states that prior to occupancy the building shall be painted. We're hoping that this condition could be placed on the same time-line; the same 90 day time-line as the trash enclosure and the landscaping. This would allow our agency the needed time to secure funding for the painting and also time for us to meet with the City because we do have to review our color choices with the City and they have to approve it.

Finally, our Board of Directors; our Community Advisory Committee and our Staff look to forward to partnering with the City of Moreno Valley to continue to build our community and also to provide the best services possible to our residents. I thank you very much for your review and consideration of our application and I am available for any questions that you might have.

CHAIR DE JONG – Are there any questions for the Applicant?

COMMISSIONER GELLER – Yes hi... In 2008 was it operational with the women and women with children?

APPLICANT YOUNG-LOWE – Unfortunately we have not been operational. We have not been able to secure funding and for a large residential program you do have to have a big grant in order for it to cover everything, so no; but we were given our license. It's kind of the chicken before the egg. You have to be licensed before you can even begin services.

COMMISSIONER GELLER – Okay, so you have the CUP but you've never actually operated in that facility?

APPLICANT YOUNG-LOWE – No

COMMISSIONER GELLER – Okay, what is Staff's position on the 90 days?

PLANNING OFFICIAL TERELL – We're open on that. Obviously we'd like to get the improvements as soon as possible and we usually tie it to a Certificate of Occupancy if we can, but it can be later. It's at the pleasure of the Planning Commission.

COMMISSIONER SALAS – Okay, are you planning on housing 12 veterans in this residence at this facility?

APPLICANT YOUNG-LOWE – Yes we are. Actually our former CUP allowed us to house 15 in the same configuration, but the State was allowing us to do bunk beds and the VA does not want us to do bunk beds, which is why we are only doing 12 people.

COMMISSIONER SALAS – Okay, thank you

CHAIR DE JONG – Okay, I noticed the inclusion of new Conditions of Approval P3 and P4; the POP and the security on site. Do you feel there is any danger to neighborhood or the community with the mental illness that we are talking about?

APPLICANT YOUNG-LOWE – I don't; I don't because all the people that we will be providing services to are able to live independently. They'll be people who would be stabilized on their medication and they go through a pretty rigorous evaluation before coming in to us. We are also always assessing them. They are being assessed by our Staff as well as by the VA staff and we have pretty strict rules in terms of whether or not you are actively participating in your mental health plan; that means seeing your Psychiatrist and your Therapist on a regular basis. We have waivers that we sign back and forth so that we can release information to the VA and they can release information to us and also you must

be stabilized on your medication and you must be taking your medication. But these are folks that are independent and really we are a transition for them.

CHAIR DE JONG – Okay, I noticed in your letter that you mentioned that part of the program they have to check in and check out rigorously. Are they allowed to check out and then wander out or walk away I should say. Forgive me for asking, I don't know.

APPLICANT YOUNG-LOWE – No, no, no I that's okay. I just want to be clear on what you are asking. Do you mean if a person decided that they wanted to leave the facility would they…

CHAIR DE JONG – By checking out do they just sign their name out and then allowed to walk through the community.

APPLICANT YOUNG-LOWE – I'm sorry; no. Actually our sign out log says what their name is; where they're going and when they are going to return, so no, they're not just wondering around and we also have a pretty rigorous program, so they have structured things that they are doing all during the day.

COMMISSIONER GELLER – It's not a locked facility though?

APPLICANT YOUNG-LOWE – We are not a locked facility. It's a transitional living program… yes not locked at all, but that's a good question.

CHAIR DE JONG – I'm just trying to get a feel for the…

APPLICANT YOUNG-LOWE - … of kind of seeing it; yes I understand

PLANNING OFFICIAL TERELL – Chair De Jong, P3 is a standard condition that we now apply to any new or renovated multi-family complex, so that's related to… just insuring there aren't any problems; not because we think there are problems and then P4 actually is a carry-forward from the original approval. The Police Department just wanted the opportunity after either the original facility or if you approve it, this facility as an operation just to assess it to see if there is any need for any additional security measures, so there might be any.

CHAIR DE JONG – I didn't mean to imply that there were, I just thought it was bold; which it's means it is a new item and not a standard condition.

PLANNING OFFICIAL TERELL – Right it is special; yes

APPLICANT YOUNG-LOWE – And if I could also just make one comment about that. The VA has a very rigorous inspection process that they go through and actually the VA Police came out and inspected our building; three of them. They come out and do an inspection and we are certainly happy for Moreno Valley

Police Department to come out also and they come out at least on an annual basis, but they let me know that can kind of come out anytime and we said we welcome you coming out anytime.

CHAIR DE JONG – Sure and your clients want to be in your facility; they want to be in there so they can get themselves…

APPLICANT YOUNG-LOWE – Oh most definitely, most definitely…

CHAIR DE JONG – That's the key right there

COMMISSIONER DOZIER – Yes I had a question. It said that because of the change in CUP that you would not have to provide an awake staff 24 hours, however there is someone living there. There is staff living there on the premises.

APPLICANT YOUNG-LOWE – There is

COMMISSIONER DOZIER – 24 hours

APPLICANT YOUNG-LOWE – Yes there is

COMMISSIONER DOZIER – Okay, but they're not necessarily there 24 hours. Staff on their off hours could leave the facility.

APPLICANT YOUNG-LOWE – They could because it is a more independent population than we were originally going to serve. For the residential treatment population you have people that are coming in there, still in their very early sobriety and so that's why we were having awake onsite staff, but for a transitional living program, people are much more independent. They probably have already gone through a treatment program if they had to do that and as I said before are also stabilized on their medication, so there doesn't have to be an awake person with them, but we do have a live-in person plus I'm there and we also have volunteers that are assisting us.

COMMISSIONER DOZIER – So there would be someone on duty per say

APPLICANT YOUNG-LOWE – Not necessarily for 24 hours; probably almost 24 hours but I do have to let Alvin have a little time off, so yes he would you know, but we're available. There are phones in each of the units and as I said it is a more independent population than we were originally conditioned for.

COMMISSIONER DOZIER – So people can sign in and out and that's all they have to do is sign in and out; where they are going and when they are coming back… Right, okay, got it.

COMMISSIONER GELLER – This is to Staff, but I don't think she'd object. Do you see any reason not to eliminate also PD5, PD7 and PD8? I don't think they have any application in this facility.

PLANNING OFFICIAL TERELL – I believe they would want PD8… PD7 yes I don't think there is any issue in removing that and then actually PD5 is actually a pretty standard condition. Obviously they don't have a parking lot so I think we could remove that.

COMMISSIONER GELLER – So they want "No Loitering" signs. I mean okay…

PLANNING OFFICIAL TERELL – Well they require them on certain multi-family properties.

COMMISSIONER GELLER – Okay it just seemed kind of strange, so Staff concurs to eliminate 5, 6, and 7… PD 5, PD6 and PD7

CHAIR DE JONG – Not 6

ASSOCIATE PLANNER DESCOTEAUX – 6 and 7

COMMISSIONER GELLER – Well there is no parking lot

PLANNING OFFICIAL TERELL – Yes there is no parking lot, so we can 5, 6, and 7 out and I think the other one that we talked about earlier.

CHAIR DE JONG – Where are we at, sorry what number?

COMMISSIONER GELLER – Well what are we going to do with PD4… just verify whatever kind of lights they need to put they'll put? We don't need to decide that tonight… yes okay.

CHAIR DE JONG – But Staff realizes now that they contradict so they'll be watching for that. Alright, any other questions of the applicant? Okay I see none, thank you. Okay I'm going to close Public Testimony and open Commissioner Debate. Who would like to go first?

COMMISSIONER GELLER – I'll go first. Yes I remember; it was quite a few years ago approving it before and it's never been used, so I don't really see any significant problems. The neighbors don't seem to be concerned per say. I'm not concerned and I don't have a problem giving them the 90 days to finish the painting also. I just want to make sure that it gets done, but I guess; like the other two things, I suppose the City could revoke their CUP if they don't comply with the conditions. I don't have any problem giving them the 90 days to do the painting because I know that can be rather pricey and the other improvements and that way they can potentially have one contractor do everything at the same

time, so I'm supportive of the project with those changes and allowing them 90 days to complete the painting portion of it.

COMMISSIONER SALAS – If they are going to be able to come in and out and with the new park down there, are they going to be able to just go down there and just hang around the park or can they… that's my only concern.

PLANNING OFFICIAL TERELL – Well there is issues…I mean there are prohibitions against loitering in a park also and if that was an issue… The reason this is a Conditional Use Permit is if those kinds of issues arise then we have the ability to review or first of all talk to the applicant and have them address the issue and if they don't address the issue they have the potential to lose their CUP.

COMMISSIONER GELLER – They're not prisoners though

COMMISSIONER SALAS – I understand that; I understand that. Okay, thank you that's all I have.

COMMISSIONER MARZOEKI – What about the 90 days for the painting?

COMMISSIONER GELLER – What about it?

COMMISSIONER MARZOEKI – No you said okay, but Commissioner Salas…

COMMISSIONER SALAS – 90 days is sufficient. I think we could give them a break on 90 days but I think they need to get it done quicker… the sooner the better because the area is pretty run down, so yes…

COMMISSIONER MARZOEKI – And I support the project as well and I'm fine with the 90 days.

COMMISSIONER DOZIER – Yes I want to thank Ms. Lowe for having this kind of facility for helping our veterans. I appreciate it very much and I'm supporting the project and good luck to you.

CHAIR DE JONG – Okay and I also will support the project. Thank you very much. This project is commendable. I'm sorry you couldn't get off the ground in 2007 but this is a good turnaround. This is a needed project. I'm also in support of the 90 days. The reason of course that we usually tie it to occupancy is we need to make sure that it gets done and we still need to make sure that it gets done. As it was mentioned earlier the CUP could be revoked if it needs to be and I don't think it will come to that, so you know it has to be done and we know it's going to be done.

COMMISSIONER GELLER – We'll come knocking on the door if it's not painted.

CHAIR DE JONG – So that's that. Are we ready to make a motion?

ASSISTANT CITY ATTORNEY BRYANT – Excuse me Chair; sorry to interrupt. Did you ask for any other comments from the Public on this issue?

CHAIR DE JONG – I might not have. Thank you. I don't have any Speaker Slips, but let me do that right now. Thank you. I'll reopen Public Testimony and is there anybody who would like to speak on this item that did not turn a Speaker Slip in? Now is the opportunity. Okay seeing nobody coming forward, I'm going close Public Testimony and continue Commissioner Debate and am ready for Commissioner Geller to make a motion. That's three… nobody else wants to make a motion? It's a slam dunk tonight sir!

COMMISSIONER GELLER – I'd like to make a motion that we… and to just verify for the record the changes that we've made; P6, they'll have 90 days to comply; we're eliminating PD5, PD6 and PD7 and PD3 and PD4 will be reviewed and they'll come up with a consistent kind of lighting that meets the requirements of the Police Department.

CHAIR DE JONG – Correct, good.

COMMISSIONER GELLER – Okay with those changes noted I make a motion that we **APPROVE** Resolution No. 2011-03 and thereby:

1. **RECOGNIZE** that P10-109 Amended Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15301 Existing Facilities; and,
2. **APPROVE** P10-109 Amended Conditional Use Permit subject to the attached Conditions of Approval as amended, included as Exhibit A.

CHAIR DE JONG – Thank you; is there a second to that?

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Okay is there any discussion? All those in favor?

Opposed – 0
Abstention – 1 (Vice Chair Baker)

Motion carries 5 – 0 – 1, with one Abstention (Vice Chair Baker)

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Thank you. Actually he wasn't absent, he was recused. Thank you and good luck to you.

800 OTHER BUSINESS

810 Staff Comments

PLANNING OFFICIAL TERELL – You will not have a meeting on February 10th, but as there always are lately, several projects which are really close, so it's possible there will be a meeting on February 24th. If that seems like a possibility we'll be contacting you in the next couple of weeks to check on your availability, otherwise the items will just push over into your March meeting.

CHAIR DE JONG – Okay thank you

COMMISSIONER GELLER – When do the terms of the existing Commissioners end if they choose not to reapply or they don't reapply or they or not?

PLANNING OFFICIAL TERELL – They don't end until the new Commissioners are selected?

COMMISSIONER GELLER – Okay there is not a date certain.

PLANNING OFFICIAL TERELL – I mean technically?

COMMISSIONER MARZOEKI – March 31st

PLANNING OFFICIAL TERELL – Yes it will be March 31st or April 1st, but it's until the new Commissioners are selected which might be by March 31st.

COMMISSIONER GELLER – If anyone wants to apply I think they have until tomorrow.

CHAIR DE JONG – No it's today; today was the deadline

COMMISSIONER GELLER – That's right; this is Thursday, so I guess it's over

CHAIR DE JONG – It was today at five; so they are done

COMMISSIONER GELLER – Too late; sorry

900 COMMISSIONER COMMENTS

CHAIR DE JONG – Are there any Planning Commissioner comments?

COMMISSIONER GELLER – For those that didn't want to suffer through the meeting on Tuesday or haven't seen the newspaper, the City has agreed to hire a new City Manager and I think he is taking February 2nd?

PLANNING OFFICIAL TERELL – I think it's the second week in February. It is like the 7th or something like that

COMMISSIONER GELLER – So anyway, certainly on behalf of myself and hopefully the rest of the Planning Commission, I'd like to welcome the new City Manager formerly of Rialto or soon to be formerly of Rialto.

CHAIR DE JONG – Right; thank you. Is there anybody else? I'd just like to say I saw the new monument sign at the east end of Sunnymead Boulevard. That just popped up there this week and lit up it looks great; it looks nice. It's not too big and not too small; just right.

1000 ADJOURNMENT

CHAIR DE JONG – I'd like to hear a motion for adjournment

COMMISSIONER GELLER – So moved

CHAIR DE JONG – Is there a second?

COMMISSIONER SALAS - Second

CHAIR DE JONG – Thank you; we have a motion and second. Good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Rick De Jong Date
Chair

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MV00101172

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
FEBRUARY 24TH, 2011

CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Salas, Jr.

Excused Absence:
Commissioner Marzoeki

Staff Present:
John Terell, Planning Official
Jeff Bradshaw, Associate Planner
Mark Gross, Senior Planner
Eric Lewis, Traffic Engineer
Mark Sambito, Principal Engineer, Land Development
Clement Jimenez, Senior Engineer, Land Development
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CHAIR DE JONG –Thank you, the next item is the approval of Agenda.

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Is there a second

COMMISSIONER SALAS – Second

CHAIR DE JONG – Is there any discussion? Okay, all those in favor?

Opposed – 0

Motion carries 5 – 0

PUBLIC HEARING ITEMS

CHAIR DE JONG – The next item is to advise the public of the procedures to be followed in this meeting and these are on display on the table by the door.

PUBLIC COMMENTS

CHAIR DE JONG – Our next item is an opportunity by any member of the public to comment on items which are not listed on the Agenda but which is within the subject matter of the jurisdiction and I see no one coming forward and I have no Speaker Slips.

NON-PUBLIC HEARING ITEMS

CHAIR DE JONG – We have no Non-Public Hearing items and we have no approval of minutes tonight.

PUBLIC HEARING ITEMS

1. Case Number: P10-031 (Amended Conditional Use Permit)

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair De Jong and members of the Planning Commission. My name is Jeff Bradshaw. I am an Associate Planner with the Planning Division. Item 1 is an Amended Conditional Use Permit. It has been submitted at the request of the Applicant with the proposal to expand an approved concrete Batch Plant onto an adjoining parcel that was previously approved for development as a self-storage warehouse facility.

The project site is located in the western portion of the City. It is on the east side of the Old 215 Freeway and about 1,000 feet south of Alessandro Boulevard. Surrounding uses in the area include a mixture of commercial and non-conforming residential uses to the north in the vicinity of Alessandro Boulevard. There are light manufacturing and warehouses to the east. Surrounding the project site on approximately 20 acres is the Gateway Business Park Project which was approved a couple of years ago and with similar zoned vacant land to the south and March Air Reserve Base also further to the south near Cactus Avenue.

The property owner owns both the Batch Plant site as well as the site that was approved for the self-storage warehouse facility and since the approval of both of those projects, the developer of the self-storage warehouse has withdrawn interest in pursuing that project and so Robertson's had taken a look at the vacant property and approached the City with this application to build or to expand their operations onto that adjoining parcel which would result in an increase in project size from 2 acres to 5 acres. The expanded area would be used to store concrete delivery trucks as well as the material that is processed or produced there on the site.

It is important to note that while the site area is increasing the daily production of the operations of the Batch Plant, all the things that were originally approved by the Planning Commission will remain the same and so except for an increase in area the conditions that were originally applied to the Batch Plant would also continue to apply and govern the operations of the Batch Plant. The facility was also approved originally with a Variance because of the location of a high pressure gas line along the western frontage of Old 215 frontage road and the project has been designed to basically respect that same setback and so it is designed for consistency with the variance that was approved originally. Again the Batch Plant in terms of production and operations will continue to operate just exactly the same way as was originally approved. With the site area now being larger; the building that is proposed along the frontage would increase in length so it could continue to act in the capacity of screening the operations from view from the public right-of-way and so the building would go from 195 feet in length to 286 feet. The design in terms of appearance, colors and materials is all exactly the same as what was approved by the Planning Commission originally.

On the wall there I have posted a number of exhibits. The top two exhibits; the larger size exhibits represent what is proposed with this application. The smaller exhibits are there for reference to show what the site layout was for the original approval and then there is a color exhibit available to basically represent the colors in concept again for that building and again it is conditioned to look exactly the same as it was presented to the Planning Commission originally. The expanded site area will be screened by perimeter walls along the north, east and south and those will vary in height from 18 feet to 12 feet depending on the location of the property line. Conditions of approval and mitigation measures that were applied to this project originally that were specific to the operation of the self-storage facility have been removed from the conditions of approval because they no longer apply and those related primarily to requirements on the Batch Plant to protect the caretaker's residence that would have been located within the self-storage facility from the noise that would have been generated from the Batch Plant. So again in terms of design the Amended CUP is consistent with what was approved originally and conditioned in a similar fashion to what was approved by the Planning Commission in August of 2008.

We are also presenting to you an Addendum to the Mitigated Negative Declaration. The changes to this facility were minor enough that we went through the Initial Study check list and updated the project description, but there was not a need to go back and examine any of the check list questions or respond any differently to those and so a new environmental was not required but just rather an addendum to what was prepared originally. Standard notification was completed for this project and as of this evening I received two inquiries. We provided you copies of the correspondence that I received. One was a letter from the City of Riverside and the other was a letter from the adjacent property owner to the north.

The other item that has come to you after circulation of the Staff Report was a memo that Planning had prepared with some recommended revisions to the some of the Planning conditions. After the Staff Report was complete, the Applicant had a chance to review the conditions of approval and had indicated some concerns with some of the Planning conditions and some Land Development conditions and my understanding is that following conversations with Staff, that the Land Development conditions were acceptable but Planning did agree to work with them to make revisions to conditions P1, P11 and P17 and so we would be recommending those revisions to the Planning Commission for approval.

COMMISSIONER GELLER – Do you mean P13?

ASSOCIATE PLANNER BRADSHAW – You are correct. There is a typo in my notes to myself... P1, P13 and P17. Thank you. With that, that completes my presentation and I would be happy to take any questions that you might have.

CHAIR DE JONG – Are there any Commissioner questions?

COMMISSIONER GELLER – So the... whatever color this is...the applicants agreed to these changes to the conditions; the P1, P13 and P17 addendum sheet?

ASSOCIATE PLANNER BRADSHAW – Yes my understanding is that they are okay with the changes we made there.

COMMISSIONER GELLER – And looking at the City of Riverside note isn't that already done in this project... their concerns?

ASSOCIATE PLANNER BRADSHAW – Yes, Staff felt like we had addressed all the items that they were asking to take note of as we reviewed the project.

COMMISSIONER GELLER – And the letter from Andland; is there anything being done on it?

ASSOCIATE PLANNER BRADSHAW – I know that the two parties have been in conversation today and I believe maybe arrived at a resolution but they are both here this evening and are available to talk to.

COMMISSIONER GELLER – Okay

PLANNING OFFICIAL TERELL – Yes and on that one, we just felt it was not an issue that the City should not take sides on.

COMMISSIONER GELLER – Okay, I'm not disagreeing I'm just inquiring. That's it for me. Thank you

CHAIR DE JONG – Are there any other Commissioner questions? Okay I have a couple of questions. On P1, even on the new revised one, I see that it calls for tree screening of course on all sides as well as the north, however it doesn't call for interior tree screening that is shown. Is there a reason for putting it on the interior? I mean really to me the purpose of tree screening is to screen the property and the walls and so on and by putting it on the inside, we're really losing half the screening value.

ASSOCIATE PLANNER BRADSHAW – The intent there is to be able to control more of what is happening with the trees and the landscape irrigation and not to have to worry about maintenance that would need to occur outside of the property line. In terms of the screening function of the trees; at maturity would anticipate the canopy and all that would be up above the height of the wall and so it didn't appear to Staff that by moving the trees to the interior of the property we would lose the benefit of the screening function of those trees.

CHAIR DE JONG - Okay

PLANNING OFFICIAL TERELL - Yes we're actually looking at the future development providing that softening effect that you're talking about on the wall. The trees were intended to screen what is behind the wall.

CHAIR DE JONG – The apparatus and so on… understood

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Tell me where do truck drivers park on the site? It wasn't apparent. No those are trucks. I mean when they come to work in their personal cars… personal car parking…

ASSOCIATE PLANNER BRADSHAW – The striped spaces would allow for some of that. In terms of the actual operation though…

CHAIR DE JONG – Well I mean it's calling for it; the large spaces are calling for cement truck parking and I was just curious if we're allowing for the truck drivers to drive their personal vehicles to the site and park and then take a Robertson's truck out because it wasn't apparent.

PLANNING OFFICIAL TERELL – Yes I think the Applicant can probably fill in better but this is a similar approach to the original. There are places to park I believe closer to the office and then the drivers could in essence park where the trucks are because there is only going to be one or the other in that place at one time.

CHAIR DE JONG – Logical, but I just…

PLANNING OFFICIAL TERELL – But I think the Applicant who operates many of these plants would be better able to tell us how they really like to park.

CHAIR DE JONG – That would be ideal. Okay that's all for now. I see no more questions so I'll go ahead and open Public Testimony and call the Applicant forward.

APPLICANT – Hi, good evening. My name is Christine and I'm with Robertson's Redi-Mix. I'd like to thank the Planning Commission for giving us the opportunity to speak tonight. I'd also like to thank Staff. Jeff Bradshaw has really been a pleasure to work with, so we appreciate that. You can't always say that. We want to also express how excited we are to be moving forward right now. It's been a very slow several years. It feels great to be pushing a project forward again. Our guys are excited about moving over here so we're very excited about moving forward. We've read the conditions and we've agreed to all of them except for one condition that we still have concerns with and that is P8, simply

because the building does exactly what it is designed to do and that is to completely screen the site. We have a very similar site over in Lake Forest and we made an architectural change where the building kind of cut and then trimmed back and we put a screen wall and you can peek through and still see the equipment, so we wanted to go ahead and bring it from driveway to driveway to just really provide a great screen for Old 215. We know there were concerns about the visual from Old 215 and I have a photo of our Lake Forest Plant that I think will help you to understand what I'm talking about.

CHAIR DE JONG – So you in essence would like to eliminate the planter?

APPLICANT – No, there will be one planter that wraps around the driveway that would cause us to cut that material building short.

CHAIR DE JONG – Okay

APPLICANT - It would be… what we'd like to do is build it per the site plan; the way it is laid out now. A condition was added that the building would have to maybe have a notch cut into it or cut short and put the wing wall back, but the changes were made to eliminate any kind of peek effect where you could peek back and see the equipment. We've also spoken with Wes Alston and Rance Ferry regarding their concerns. They've been satisfied and they're happy with the screening as it currently is and they met with me just before the Hearing and asked me to mention that. Our building plans are ready for submittal and with your approval we'll be ready to begin constructing by the summer, which we'd sincerely like to be doing, so we're asking for your approval tonight. I wanted to answer one quick question regarding the parking. The way it works is our guys when they arrive at the site, they start their truck up and they pull it out and then they put their personal into the space. That's the way it is done.

CHAIR DE JONG – That answers that question. Thank you. Are there any Commissioner questions?

COMMISSIONER GELLER – So you want P8 eliminated? I just want to be sure.

APPLICANT – Changed… changed where the planter won't be wrapping around the corner of the material storage building.

COMMISSIONER GELLER – What would you want it say?

APPLICANT – Exactly as the site plan is laid out now, just to eliminate the planter that would wrap around the edge of the building.

PLANNING OFFICIAL TERELL – Yes I think if it is per plan, then I recommend that you just eliminate or delete that condition and I had a chance to take a look at the picture. While I would say that I prefer the clip and it is not a big deal,

there is all the landscaping all across the front as well as the benefits of having the higher wall wraparound and fully screen the equipment from Old 215. So typically we'd ask for a planter adjacent to a driveway, but this is a little bit different and it gives the Planning Commission the discretion, if they agree, to eliminate that condition.

CHAIR DE JONG – Alright. Are there any other questions of the Applicant? I think we're okay. Thank you very much

APPLICANT – Thank you.

CHAIR DE JONG – Okay I see nobody else wishing to talk, so I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Actually I think having another mini-storage place, there is probably some benefits to just them expanding the plant because actually there would be less traffic and less of everything and a mini-storage places can have all kinds of problems. I don't see any problem with the project and it will be very nice to get it out of the more prime land in Moreno Valley. I know we've been working on this for years and years. I guess we approved the last thing in '08 and now we're in '011, so I would like to get them on their way and I don't see any reason not to eliminate P8 and let them move forward.

COMMISSIONER SALAS – I agree with Commissioner Geller. It's going to be a great thing to get it out of where it's at now and to move it off of that main corridor on Day Street will be a great thing. I have no problem with the project.

COMMISSIONER DOZIER – I just wanted to make a comment that what some people don't realize is that when you are in a growing situation and it's been slow yes, for the last couple of years, but we are hoping that we are starting to see signs of it picking up. A lot of our space is being filled, so that will encourage developers to want to start building again and when they start building again and it is critical for any region or area to have easy access to the building materials; the concrete; the batch mix and sometimes in planning we say okay we want to get rid of those kinds of projects and we want to push them out; we want to push them further out; you know further away where they can't be seen, when in fact you have to stay strategically in a place where it is more cost effective and economical to provide that service; to provide that good and that service so that you can build out.

We are accomplishing this here in Moreno Valley and we should pat ourselves on the back that we solved a couple of problems. We took a batch plant out of a part of our City where we want to do a little more upscale other kinds of projects, but we didn't push them out too far where it would cost our developers more to develop here within our City, so we are accomplishing a lot of things by having this move and they don't have to more very far; it's kind of like right down the

road. So I think it is a win, win for a lot of different reasons and I'm happy to see it and I'm happy we finally got to a happy medium where everybody could get what they need and we could actually serve all of those needs.

CHAIR DE JONG – Thank you

VICE CHAIR BAKER – Yes I spent some time down on this location this afternoon. I think this is and to reiterate what the other Commissioners said, this is a win, win deal for the City and Robertson's and everybody involved and I think this a great location for this facility. It is probably going to be a plus for down in that area so I'm one hundred percent behind it and let's move forward.

CHAIR DE JONG – Good, I also would like to voice my support, however this is deliberation and I would like to add one little comment. The storage building in there; that's a 35 foot wall and it is a pretty blank wall. I'd like to see a band of color across the top. First of all what do we think of that? I mean just a little… we're talking about a 35 foot wall.

PLANNING OFFICIAL TERELL – Well there is a screed line there and you are talking about a different color…

CHAIR DE JONG – From the screed line up

PLANNING OFFICIAL TERELL – Above the screed line…

CHAIR DE JONG – Just maybe a brick color or something concrete

PLANNING OFFICIAL TERELL – Well the colors of the building are shown and it's kind of hard to read but on the bottom drawing there; the approved colors and there is kind of a pinkish color and a brownish color at the top; that's actually the above the screed line and it's even smaller in that area above the screed line. I think that certainly obviously adds a little bit to the building. I don't know if that causes any concerns by the Applicant, but it would be basically a painted band is what you are talking about.

CHAIR DE JONG – Right, we've done that on warehouses nearby here and I think it makes a big difference on the building. If Staff would concur, I'll ask my fellow what we think.

COMMISSIONER DOZIER – I would support that. I mean that's a pretty large wall that's going to be facing traffic that is coming down the I-215 and if the Applicant doesn't see that as a major expense, I feel like it is reasonable to explore.

CHAIR DE JONG – Does anybody else want to chime in?

COMMISSIONER GELLER – I don't have any objection. We should just ask the Applicant.

CHAIR DE JONG – We're going to

COMMISSIONER SALAS – I don't have any objection. I think it's a good idea. That's a great idea.

VICE CHAIR BAKER – I'm just thinking is that about half way down?

CHAIR DE JONG – Not half-way down, maybe three feet from the top.

PLANNING OFFICIAL TERELL – This is just a suggestion… if you look at the front elevation; the front elevation is a little fancier. It's got like a capitol… I don't know what you'd exactly call that… pediment… it's not the pediment it's the capitol isn't it, but it's a little more decorative element at the top and obviously to ask the Applicant, but if you did something similar and just wrapped the whole building with a similar band, that's probably about 2 feet wide I'm guessing or are you looking at something wider?

CHAIR DE JONG – Eighteen inches… yes that could work. I mean maybe five feet down from the top or something.

PLANNING OFFICIAL TERELL – Okay

CHAIR DE JONG – In addition to the top one

PLANNING OFFICIAL TERELL – Sure, yes sure

CHAIR DE JONG – Something like that… okay. Let me reopen Public Testimony and call the Applicant back up please. So you can of see where we are kind of going with that… something to break up what we feel is a large expanse of the 35 foot wall there.

APPLICANT – I think I could easily agree to paint, but to another… you're not talking about another set of that crown molding right, okay or whatever it's called… probably not crown molding but yes paint certainly.

CHAIR DE JONG – I'm open to paint. Good thank you.

APPLICANT – Thank you.

CHAIR DE JONG – Good, thank you. I'm going to close Public Testimony and reopen our discussion and I guess I'll finish up and it seems like we have a consensus up here. The Applicant has agreed, so I'd like to add a… and we'll call it Planning's discretion a three foot band or from the screed line up…

PLANNING OFFICIAL TERELL – From the screed line up; so the paint would be at the screed line… I'd recommend it be kind of being at the screed line plus something; plus this paint band. Does that make sense, so you'd have two things breaking it up?

CHAIR DE JONG – Okay, well you're not really… it's not like a big … it's just a small screed right.

PLANNING OFFICIAL TERELL – I don't know… the pictures; I think it is going to be similar to what you see in the picture there, so I think it is actually… it's has a little bit of… it's deep enough that it has a shadow line on it.

CHAIR DE JONG – It does… yes maybe… maybe half the distance then… two feet… just a good thickness so it's nicely visible.

PLANNING OFFICIAL TERELL – Yes I agree. We'll write something up on that and that will be the new P8 I assume, right?

CHAIR DE JONG – That would be it. That would be perfect. I think we're ready for a motion if somebody is ready to go.

COMMISSIONER GELLER – I'll make a motion. I'd like to **APPROVE** Resolution No. 2011-04 and thereby:

1. **APPROVE** an Addendum to a Mitigated Negative Declaration and associated Mitigated Monitoring Program for Amended Conditional Use Permit P10-031 in that the application, as designed and conditioned will not result in significant environmental impacts; and,
2. **APPROVE** Amended Conditional Use Permit application P10-031, subject to the conditions of approval as amended, as attached as Exhibit A.

CHAIR DE JONG – Do we need to make reference to the new P8?

COMMISSIONER GELLER – Yes that's the change; P8 will be changed

CHAIR DE JONG – Okay is there a second?

COMMISSIONER SALAS – I'll second

CHAIR DE JONG – Okay, any discussion? All those in favor?
Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you. Good luck.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.

The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public

inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure

that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't... but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George...

COMMISSIONER SALAS – Well I'm not happy with... I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

OTHER BUSINESS

1. 2010 Annual Report of the Planning Commission

CHAIR DE JONG – Is there any quick presentation on that or do we have a Staff Report or…

PLANNING OFFICIAL TERELL – Just generally… hopefully this is the low point…in 2010 there was 24 projects you looked at last year. That is approximately a quarter of what you looked at the year before and so we're all up

from here. But what didn't slow down very much were the administrative reviews which were over 600 and 82 plan checks, so those actually stayed pretty stable and everything seems to be picking up this year so far. We've got several new projects in that you'll be seeing this year, so we're hopeful that this year you'll have least 25.

CHAIR DE JONG – Hey a step up

COMMISSIONER GELLER – Alright I'll make a motion that we accept the 2010 Annual Report of the Planning Commission and direct Staff to forward it to the City Council.

COMMISSIONER SALAS – And I'll second that

CHAIR DE JONG – Okay we have a second; discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

STAFF COMMENTS

PLANNING OFFICIAL TERELL – You will not have a meeting in March. We moved the meeting in February to accommodate projects that were ready to go. You will have a meeting in April. It is on the 14th, so get your taxes done early and right now we have one item scheduled for that meeting. It is the Dark Sky Ordinance, which is a follow-up to a Study Session you had with the City Council last year, so we'll be bringing that forward for your review and recommendation and I'm hopeful that we'll have maybe one or two other projects that are still making their way to hearing.

CHAIR DE JONG – Okay thank you

COMMISSIONER COMMENTS

COMMISSIONER GELLER – I'll go last

COMMISSIONER SALAS – I'm sorry to see Commissioner Geller resign. I have only worked with him a short time but I've learned a lot. I've learned to be vocal and state your opinion, which I really appreciate and it was a pleasure working with you.

COMMISSIONER DOZIER – Well Michael, after 14 years, I've appreciated your candidness, your clarity and your experience. You'll be sorely missed and you've contributed 14 years to the development of this City and there probably are more projects around town that we can feel very, very good about because of some of your input, so hats off to you and I hope you find something useful to do on these evenings.

COMMISSIONER GELLER – No doubt

CHAIR DE JONG – Mike, I don't know what you are going to do on Thursday evenings anymore, but…

COMMISSIONER GELLER – I can tell you what I won't be watching Planning Commission on TV

CHAIR DE JONG –There you go… we're going to miss you. You've been quite an asset. Fourteen years is a long time, so I very much appreciate your service. We're going to miss you. Thank you.

VICE CHAIR BAKER – Yes Michael I want to extend my appreciation. You've been a real help along the way, both to me personally and for the City and we appreciate everything you've done for Moreno Valley and even before the 14 years on the Planning Commission, so good luck to you. I know you are going to find plenty of stuff to do. You are a good friend and a colleague, okay, thank you.

CHAIR DE JONG – Your turn

COMMISSIONER GELLER – Okay, if you give me a little indulgence… This is my last meeting of the Planning Commission from which I'll speak from the dais. I want to say a few words to the members who will be remaining as well as a few words of advice to those new members that will be entering service on the Planning Commission. You know you all need to understand that in many ways what we do on the Commission will have more impact on the future of the City than even the City Council. While everything that the Commission does is subject to review by the Council, most of the decisions of the Commission are either upheld or not appealed.
In addition, the Commission has significant influence on what the City Council does with regard to those items that aren't in our major jurisdiction area. You know remember you are the Commission for the entire City of Moreno Valley; not just a few vocal members of the public and lobby groups. You will be often called to defy the majority of speakers to do what is best for the City as well as do what is right. The Planning Commission should be a positive influence to development and developers and not an impediment. That being said you are not here to give away the store; standby you're reasonable requests and in some cases even unreasonable requests. In nearly 14 years on the Commission I have made some mistakes; sure, but I've never regretted a decision, including those that

were overturned by the City Council. I stand by my decisions and my votes and I hope all you new members and the old members, when you do finally leave the Commission will be able to say the same thing.

Beware of the wolves in sheep's clothing. There are forces in the City whose agenda is to stop all development by all means possible. They'll use lies, exaggerations and other falsehoods to try to stop any meaningful development. If you are trying to approve houses, they'll say they are bad for the environment. If you try to approve corporate offices they'll cause traffic; they are bad for the environment. Moreno Valley has one of the highest unemployment rates in the Inland Empire. We need jobs and job creating businesses. Many of the people will tell you how evil these projects are. Many of them are retired public employees collecting a pension at our taxpayer expense. They are not the ones missing meals. They're not the ones whose houses are being foreclosed and they're not the ones losing their houses. It is easy to be an armchair planner when you don't have to take responsibility for the havoc you create. You know we'll let Mr. Environmentalist come to the meetings and tell you the evils of the projects; yet if you ask Mr. Environmentalist how large the solar system is at his house, he'll look at you blankly. Ask him what kind of electric car he drives and he'll also look at you blankly. Ask him what he has done for the environment? You know it is real easy to spend other people's money, but look behind the mask. Many of the people that come to speak against projects are nothing more than hypocrites. They talk but they don't walk the walk and don't confuse conservation with preservation. Preservation is an abject failure. We can conserve much of our natural beauty and resources without stopping all development. I have always been a conservationist but never a preservationist.

The developments that I have approved have conserved much of the natural beauty and resources without totally destroying the rights of landowners. Owning land is not a dirty word and if the preservationists really want to preserve Moreno Valley, let them put their money where their mouths are and buy the land and then they can do whatever they want with it. You know when it comes to development we have a sacred duty to all the residents of the City along with all the landowners to make the best decisions regarding the future of the City. Planning Commission meetings aren't elections. We don't count the votes of the speakers. Pay attention to the speakers. Give great deference to those that are directly impacted by the project but also pay attention. There are real impacts and perceived impacts. Claims that apartment complexes will bring in crime and drug dealing and lower property values are perceived impacts. A commercial development that abuts a residential housing tract, such as a project we originally turned down had real impacts on real homeowners and I just hope that all of you have the wisdom and strength to tell them apart and that you have the strength to vote the right way, even if the vote is against the vocal majority.

It has been an interesting and exciting 14 years for me and Moreno Valley and I look forward to serving the City but it will in a different capacity. And just a

special comment to John Terell who I have worked with the entire 14 years, this is a sincere thank you and good luck. While I haven't always agreed with you, I think we had mutual respect and that never got in the way of our working relationship. And to all the former and present members of the Commission, a thank you; I have worked with quite a few. And again we've had our differences, but it has created a diverse and dynamic group and the best of luck to all and I'm sorry that Maria is not here because I think this would have been her last meeting also if she did not re-apply. I guess you are going to have to find someone else to keep the Planning Commission TV ratings up, but I'll be gone. Anyway, thank you all and good night.

CHAIR DE JONG – Good night; yes since your dog is not going to be here you are right. Thank you, well said.

ADJOURNMENT

CHAIR DE JONG – Do we have a motion to close?

COMMISSIONER GELLER – I'll make the motion to adjourn for the last time for me.

COMMISSIONER DOZIER - Second

CHAIR DE JONG – Good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official

Approved

_____ _____

Rick De Jong Date
Chair

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MV00101198

PLANNING COMMISSION STAFF REPORT

Case(s):	PA07-0129 (Tentative Tract Map No. 35606)
Date:	April 14, 2011
Applicant:	Kenney Kha
Representative:	Cal Engineering
Location:	Metric Drive, west of Perris Boulevard and east of Hubbard Street
Council District:	1
Recommendation:	Approval

SUMMARY

Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The current zoning and General Plan designations for the parcel are Residential 5 (R5), which permit the use and density requested. The proposed subdivision meets or exceeds all requirements of the Residential 5 (R5) zoning district.

MV00101199

PROJECT OVERVIEW

The applicant is proposing to subdivide 4.8 acres (APN: 475-150-003) into 16 residential lots, which requires a Tentative Tract Map for approval. The current zoning and General Plan designations for the parcel are Residential 5 (R5), which permits the use and density requested.

Site/Surrounding Area

The proposed tract is at the east end of Metric Drive. The project site is in an area that is zoned predominately Single-Family Residential (R-5) with some Residential Agriculture (RA-2) and North Ridge Elementary School (P) located to the east of Perris Boulevard and older homes on larger lots, roughly half-acre, line Tranquil Way to the southwest. There is an approved twelve lot (12) subdivision (Tentative Tract Map 31621 - PA03-0100) directly south of the project.

Access/Parking

Primary access to the proposed tract will be from Hubbard Street in the west to Metric Drive. The proposed tract provides for future extension to the south, connecting Metric Drive to Tranquil Way via the proposed Thomas Way.

Pedestrian access to Perris Boulevard from Metric Drive is provided between proposed Lot 8 and 9 (along the eastern property line). The walkway will provide a safe and direct route for students to access North Ridge Elementary School, which is located on the east side of Perris Boulevard.

Each lot, when developed, will be required to meet the parking standards for a single-family residence, which requires a minimum two (2) car garage to meet the off-street parking requirements of the Municipal Code. Additional permitted parking would be located within oversized garages, driveways and along public residential streets.

Design

This project is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet, all in excess of the minimum requirement of 7,200 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre, well below the maximum permitted density of 5 dwelling units per acre.

This review and approval process only involves a tentative tract map application for the new subdivision. No specific homes are proposed for the tract at this time. The future single-family homes for the tract will be reviewed under a separate administrative process, either a model home complex or individual custom home applications. At that time, staff will ensure that the proposed residential units meet the City's design standards.

The walls and fences for this tract are conditioned to be consistent with the provisions for walls and fences within the City's Municipal Code. Decorative block walls are required in the street side yards of all corner lots, as well as along the easterly boundary of the tract facing Perris Boulevard. Wood fences are permitted for all interior side yards and rear yards not visible from the public right-of-way.

The pedestrian connector cuts between Lots 8 and 9, creating reverse frontage along Perris Boulevard. The reverse frontage is considered "lot side yards" and will be maintained by future residents. The applicant was requested to minimize the need for slopes and retaining walls by lower grades closer to existing, which they adequately addressed. The tract layout and proposed grading is design to work with the previously approved tract to the south (PA03-0100 – TTM 31621).

REVIEW PROCESS

The application for the project was submitted on October 25, 2007, and was initially reviewed by staff at the December 12, 2007, Pre-Project Review Staff Committee (PRSC) meeting. Subsequently, staff has been working with the applicant's representative on a series of revisions to the plan, primarily relating to ensuring grading that coordinated well with existing and proposed development around the tract. All issues have been resolved.

ENVIRONMENTAL

This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had one inquiry in response to the noticing for this project. The resident came by City Hall to review the tract map and responded positively to the site design and provided pedestrian access.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2011-12 and thereby:

1. **RECOGNIZE** that PA07-0129 (Tentative Tract Map 35606) qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and,

2. **APPROVE** PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the resolution.

Prepared by:

Claudia Manrique
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-12 with Conditions of Approval attached as Exhibit A
3. Zoning Map
4. Aerial Photograph
5. Site Plan for Tentative Tract Map 35606 – Sheet 1
6. Site Plan for Tentative Tract Map 35606 – Sheet 2

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the Planning Commission of the City of Moreno Valley on the following item(s):

CASE: PA07-0129 (Tentative Tract Map)

APPLICANT: Cal Engineering

OWNER: Kenney Kha

REPRESENTATIVE: Cal Engineering

LOCATION: Metric Dr, west of Perris Blvd and east of Hubbard St (just north of Tranquil Way)

PROPOSAL: Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).

ENVIRONMENTAL DETERMINATION: This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

COUNCIL DISTRICT: 1

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The Planning Commission, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing.

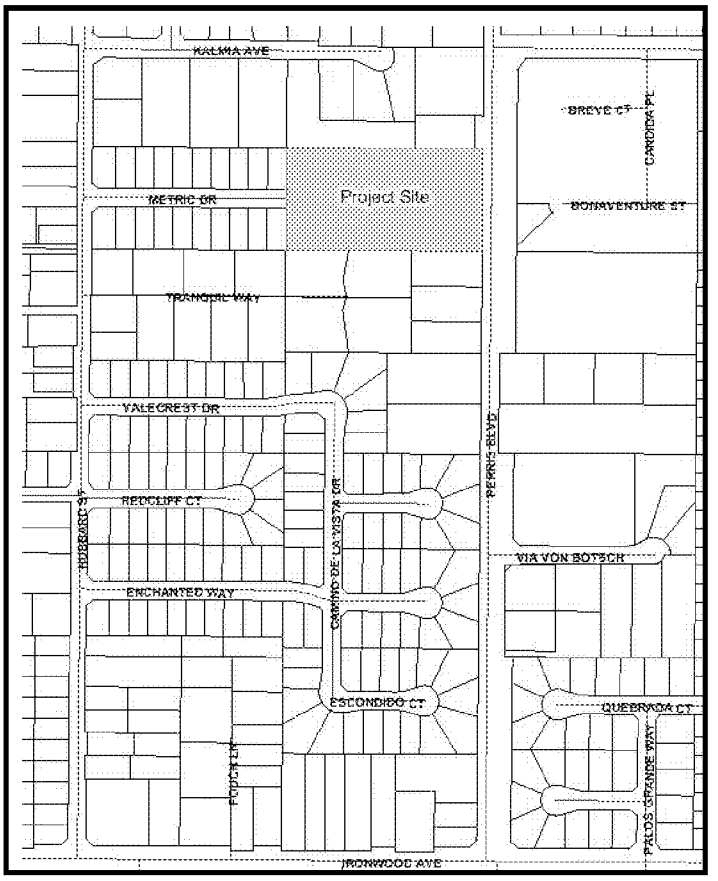

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: April 14, 2011 at 7 PM

CONTACT PLANNER: Claudia Manrique

PHONE: (951) 413-3225

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MV00101204

PLANNING COMMISSION RESOLUTION NO. 2011-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY RECOMMENDING THAT THE PLANNING COMMISSION APPROVE PA07-0129 (TENTATIVE TRACT MAP 35606). THE TENTATIVE TRACT MAP WILL SUBDIVIDE ONE 4.8 ACRE PARCEL (APN: 475-150-003) INTO 16 SINGLE-FAMILY RESIDENTIAL LOTS. THE PROJECT IS LOCATED ON METRIC WAY, EAST OF HUBBARD STREET AND WEST OF PERRIS BOULEVARD.

WHEREAS, the applicant, Kenny Kha, has filed an application for the approval of PA07-0129, requesting approval of Tentative Tract Map 35606 as described in the title of this resolution.

WHEREAS, on April 14, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject applications and all of the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on April 14, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. That the proposed land division is consistent with applicable general and specific plans;

Attachment 2

FACT: This project (Tentative Tract Map 35606) is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre.

2. That the site of the proposed land division is physically suitable for the type of development;

FACT: This project (Tentative Tract Map 35606) is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

FACT: The proposed Tentative Tract Map 35606 will not adversely affect the public health, safety or general welfare. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

4. That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems;

FACT: The proposed project would not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding. As conditioned, the proposed

land division would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the parcels. There are no known hazardous conditions associated with the property, the design of the land division or type of improvements.

5. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision;

   FACT: There are no existing easements on the subject site acquired by the public for access through or use of the property.

   Pedestrian access to Perris Boulevard from Metric Way will be provided between proposed Lot 8 and 9 (along the eastern property line). The walkway from Metric Way will provide a safe way for students to access North Ridge Elementary School, which is located on the east side of Perris Boulevard.

6. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision; and

   FACT: The size, configuration and orientation of the lots in this land division allow solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

7. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

   FACT: The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA07-0129, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY**

APPROVE Resolution No. 2011-12, recommending that the Planning Commission:

1. **RECOGNIZE** that the Tentative Tract Map 35606 qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and

2. **APPROVE** Resolution No. 2011-12 approving PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the resolution.

APPROVED this 14th day of April, 2011.

_____
Ray L. Baker
Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

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MV00101210

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
FOR
TENTATIVE TRACT MAP 35606
Case No: PA07-0129
A.P.N.: 475-150-003

Approval Date: April 14, 2011
Expiration Date: April 14, 2014

The following conditions are attached for the following departments:

_X_ Planning (P), including School District (S), Post Office (PO), Building (B)
_X_ Police (PD)
_X_ Fire Prevention Bureau (F)
_X_ Public Works, Land Development (LD)
_X_ Public Works, Special Districts (SD)
_X_ Public Works – Transportation (TE)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects. (Include only those that apply)

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

P1. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

P2. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

Exhibit A

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

P3. The site shall be developed in accordance with the approved tentative map on file in the Community Development Department -Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)

P4. A drought tolerant, low water using landscape palette shall be utilized throughout the tract to the extent feasible.

P5. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P6. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P7. **All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval. Reverse frontage along Perris Boulevard (Lots 8 and 9) will be landscaped as side-yards, with the correct amount of street trees.**

P8. **A separate model home complex or custom home review application(s) for each lot (an administrative process) is required for approval of the design of the future single-family homes.**

PRIOR TO GRADING

P9. (GP) Prior to approval of any grading permit, the developer shall submit a tree plan to the Planning Division for review and approval. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director or designee. (GP Objective 4.4, 4.5, DG)

P10. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of precise grading plan, final front and street side yard landscape and irrigation plans shall be submitted to the Planning Division for review. The plans shall be prepared in accordance with the City's Municipal Code and landscape specifications, and include required street trees.

P13. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.
(GP Objective 23.3, DG, CEQA).

P14. (GP) Prior to the issuance of grading permits, a pre-construction Burrowing Owl survey shall be completed with written documentation provided to the Planning Division. The survey shall be completed in accordance with the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Area.

P15. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

A. Side and rear yard fences/walls (not adjacent to a right of way) are required to be constructed of decorative block, poly-vinyl or wood.
B. A solid decorative block wall with pilasters and a cap is required along the perimeter of the tract adjacent to any right of way or reverse frontage location (Lots 8 and 9) and along any right of way within the interior of the tract (all corner lots - Lots 11 and 13). (MC 9.08.070*)*

PRIOR TO RECORDATION OF FINAL MAP

P17. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

PRIOR TO BUILDING PERMIT

P18. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P19. (BP) Prior to issuance of building permits, final front and street side yard landscape and irrigation plans, and slope landscape plans and basin landscape plans, shall be approved.

PRIOR TO CERTIFICATE OF OCCUPANCY

P20. **(CO) Prior to the issuance of Certificates of Occupancy or building final, slope landscape and irrigation shall be installed. Reverse frontage along Perris Boulevard (Lots 8 and 9) will be landscaped as side-yards, with the correct amount of street trees. Landscaping on lots not yet having dwelling units shall be maintained by the developer weed and disease free. (MC 9.03.040)**

P21. **(CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed per the approved plans on file in the Planning Division. (MC 9.080.070)**

Building and Safety Division

B-1 The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

B-2 Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time *(applies only to commercial, industrial, and multi-family projects).*

B-3 All projects that will be serviced by a private sewage disposal system shall obtain approval from the Riverside County Environmental Health Department prior to submitting plans to the Building Department.

B-4 (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S-1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO-1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

FIRE PREVENTION BUREAU

1. This project will require fire sprinklers to be installed. 903.2.8

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. Single Family Dwellings. Schedule "A" fire prevention approved standard fire hydrants (6" x 4" x 2 ½") located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, more than 250 feet from any portion of the building as measured along approved emergency vehicular travel ways. Minimum fire flow shall be _1000___GPM for _2__ hours duration of 20 PSI. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, serving one and two-family residential developments, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along the tract boundary for transportation hazards. (CFC 508.3 MVMC 8.36.050 and 8.36.100 Section E).

F3. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.1)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be located consistently on each dwelling throughout the development. The numerals shall be no less than four (4) inches in height and shall be low voltage lighted fixtures. (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F17. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F18. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F19. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F20. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F21. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F22. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F23. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F24. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F25. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F26. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F27. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F28. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA07-0129 / TTM 35606 – Sixteen Lot Subdivision
APN 475-150-003

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the **tentative map** correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) For single family residential subdivisions, all lots shall drain toward the street unless otherwise approved by the City Engineer. Residential lot drainage to the street shall be by side yard swales and include yard drain pipes and inlet grates (or stubbed and capped if area is not yet landscaped) that convey flows to the street in

accordance to City Standard No. 303 independent of adjacent lots. No over the sidewalk drainage shall be allowed, all drainage shall be directed to a driveway or drainage devices located outside the right-of-way. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD10. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD11. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD14. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD15. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD16. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD17. (GP) Prior to issuance of a grading permit, if the project does not involve the subdivision of land and if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer.

LD18. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD19. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD20. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD21. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD22. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD23. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.

LD24. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Residential NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process, or
    ii. Establish an endowment to cover future maintenance costs for the Residential NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD25. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD26. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD27. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD28. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD29. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD30. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD31. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD32. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD33. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD34. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD35. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD36. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD37. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD38. (BP) Prior to issuance of building permits, if the project involves a residential subdivision, the map shall be recorded (excluding model homes). (MC 9.14.090)

LD39. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD40. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD41. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD42. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, and traffic control devices as appropriate.

b. City-owned utilities.

c. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

d. Under grounding of existing and proposed utility lines less than 115,000 volts.

LD43. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD44. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD45. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing

water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD46. Prior to rough grading plan approval, the plans shall clearly show that any slope near the public right-of-way has a minimum set-back area at 2% maximum of 2 feet before the start of the top or toe of slope. If the vertical height of the slope exceeds 10 feet, this set-back area shall be 3 feet minimum.

LD47. Prior to rough grading plan approval, the developer shall obtain an offsite slope and grading easement from the adjacent property owner to the south for the offsite slope grading required. The slope grading shall match the contours of the adjacent property for whichever project develops first.

LD48. Prior to rough grading plan approval, the plans shall clearly demonstrate that all interior streets shall have a minimum slope of 1.0%. A proposed slope of less than 1.0% may be approved only when engineering design shows that local drainage provisions are adequate and steeper gradients cannot be obtained, as supported by a submitted engineered design and approved by the City Engineer.

LD49. Prior to rough and/or precise grading plan approval, the plans shall show an approved concrete drainage ditch along retaining walls where slopes and walls meet. The concrete drainage ditch shall convey slope runoff to proposed drain inlets. A private drainage easement will be required for the concrete drainage ditch across Lots 9, 10, and 12.

LD50. Prior to precise grading plan approval, the plans shall show proposed mechanisms to treat onsite runoff before it enters into the public storm drain system. The plans shall show locations of proposed structural best management practices. The developer shall submit to the City for review and approval, those structural best management practices proposed onsite to control predictable pollutant runoff. The developer shall select those structural best management practices identified in Supplement A and Supplement A Attachment to the Riverside County Drainage Area Management Plans. www.floodcontrol.co.riverside.ca.us The developer shall first maximize the use of site design and source control best management practices before selecting treatment control best management practices.

LD51. Prior to approval of the final map, the map shall show the following:

a. A 25-foot street right-of-way dedication on the west side of Perris Boulevard along map frontage for a Divided Arterial 6-Lane, City Standard No. 103C.

b. A 56-foot street right-of-way dedication for Metric Drive, Short Local Street, City Standard No. 108B.

c. A 60-foot street right-of-way dedication for Thomas Way, Local Street, City Standard No. 108A.

d. The appropriate street right-of-way dedication for a cul-de-sac at the eastern terminus of Metric Drive per City Standard Plan 123.

e. The appropriate street right-of-way for corner cutbacks at the intersection of Metric Drive and Thomas Way per City Standard 208.

f. A private drainage easement across Lots 9, 10, and 12 as shown on the tentative tract map.

g. A pedestrian access easement from the end of the Metric Drive cul-de-sac to the proposed Perris Boulevard right-of-way in alignment with a proposed sidewalk access.

LD52. Prior to final map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer. Proposed street grades shall be coordinated with existing street grades of existing and proposed developments adjacent to the project as is shown on the tentative tract map.

a. Perris Boulevard, Divide Arterial, City Standard No. 103C (110-foot RW / 86-foot CC) construction shall include construction of an asphalt concrete sidewalk along existing back of curb along map frontage or other limit required by the City Engineer. The developer shall construct a connecting sidewalk path from the end of the Metric Drive cul-de-sac to the proposed asphalt concrete sidewalk along Perris Boulevard. The proposed sidewalk path and stairs within the map boundary shall be constructed of portland cement concrete. The developer will be required to underground overhead utilities less than 115 kilovolts on the west side of Perris Boulevard along the map frontage.

b. Metric Drive, Short Local Street, City Standard No. 108B (56-foot RW / 36-foot CC) shall be constructed to full-width within the map boundary. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, street lights, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

c. Thomas Way, Local Street, City Standard No. 108A (60-foot RW / 40-foot CC) shall be constructed to full-width within the map boundary. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, street lights, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

LD53. Prior to issuance of occupancy, all overhead utility lines less than 115,000 volts fronting or within the entire project site boundary shall be placed underground per Section 9.14.130 of the City Municipal Code.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA07-0129 (TTM 35606-16 SFDs)
APN: 475-150-003
02.02.11 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA07-0129**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department **951.413.3480**. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD-2 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Recordation of Final Map

SD-3 (R) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the following options shall be selected:

a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

SD-4 (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map. (California Government Code)

SD-5 (R) This project is conditioned to provide a funding source for the capital improvements, energy charges, and maintenance for residential street lighting. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone B** (Residential Street Lighting), and pay all associated costs with the ballot process; or
b. Establish a Home Owners Association (HOA) to maintain the residential streetlights; or
c. Establish an endowment to cover future maintenance costs for the residential streetlights.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

SD-6 (R) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **future Perris Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in a mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone D**, and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

SD-7 *Residential* (R) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the required continuous operation, maintenance, monitoring, system evaluations and enhancements, remediation and/or replacement, the developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)

SD-8 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

Prior to Certificate of Occupancy

SD-9 (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization

of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD-10 (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit, in a form acceptable to Special Districts, the current list of all Assessor's Parcel Numbers assigned to the recorded map. Please forward to:

City of Moreno Valley
Special Districts
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

SD-11 (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA07-0129

Tentative Tract Map 35606, a proposed 16 lot subdivision on 4.8 acres in an R5 zone located on Metric Drive, east of Hubbard Street and west of Perris Boulevard.

PUBLIC WORKS DEPARTMENT

Transportation Engineering Division

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Metric Drive is classified as a Modified General Local Street (60'RW/36'CC).

TE2. Thomas Way is classified as a General Local Street (60'RW/40'CC) per City Standard Plan No. 108A.

TE3. Perris Boulevard is classified as a Modified Divided Arterial (110'RW/86'CC) per City Standard No. 103C. Capital Projects Division currently has initiated a project to improve Perris Boulevard. This project shall coordinate with City Project 11-415-70225.

TE4. The cul-de-sac shall be designed and constructed per City Standard No. 123 or 124.

TE7. During construction activity, developer is responsible for regularly scheduled street sweeping per approved street sweeping schedule. Failure to provide regularly scheduled street sweeping during construction activity at the approved times shall result in re-inspection fees (amounts to be determined by City Engineer) and/or project suspension until street sweeping is provided.

TE8. Sight distance at all proposed streets and driveways shall conform to City of Moreno Valley Standard No. 125 & 126 at the time of preparation of final grading, landscape, and street improvement plans.

TE9. All driveways will conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City of Moreno Valley Standard No. 117 for residential driveway approach.

TE10. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE11. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider. Signing and Striping Plans shall be prepared for all streets (including General Local Street, Short Local Street, Minor Local Street, and Hillside Residential Street) to include provisions for Street Sweeping during construction activity. Street Sweeping signs coordinated with City of Moreno Valley Street Sweeping schedules shall be included in the Signing and Striping Plans, or as approved by the City Engineer.

TE12. Prior to final approval of the street improvement plans, the developer shall submit to the City a contract between the developer and a street sweeping company for sweeping the streets during the warranty period, for the day shown on the posted street sweeping signage. The contract shall include a contact person and phone number for said contact person.

TE13. Prior to the commencement of construction activity, construction traffic control plans prepared by a Registered Civil or Traffic engineer may be required to be submitted to the City for plan approval.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE15. (CO) If there is no sidewalk along Perris Boulevard at the time of developing this tract, a sidewalk shall be installed along the west side of Perris Boulevard from this tract to the intersection of Perris Boulevard/Kalmia Street.

TE16. (CO) If this tract develops prior to Tract 31621, then prior to final inspection, Metal Beam Guard Railing per City Standard Plan No. 413A and 413B shall be installed at the following location, or as approved by the City Engineer:

- **Terminus of Thomas Way at the southerly property boundary**

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE17. Prior to the sign-off of final inspection of the street improvements, all approved signing and striping shall be installed per current City Standards and the approved plans.

Zoning

PA07-0129 (TTM 35606)

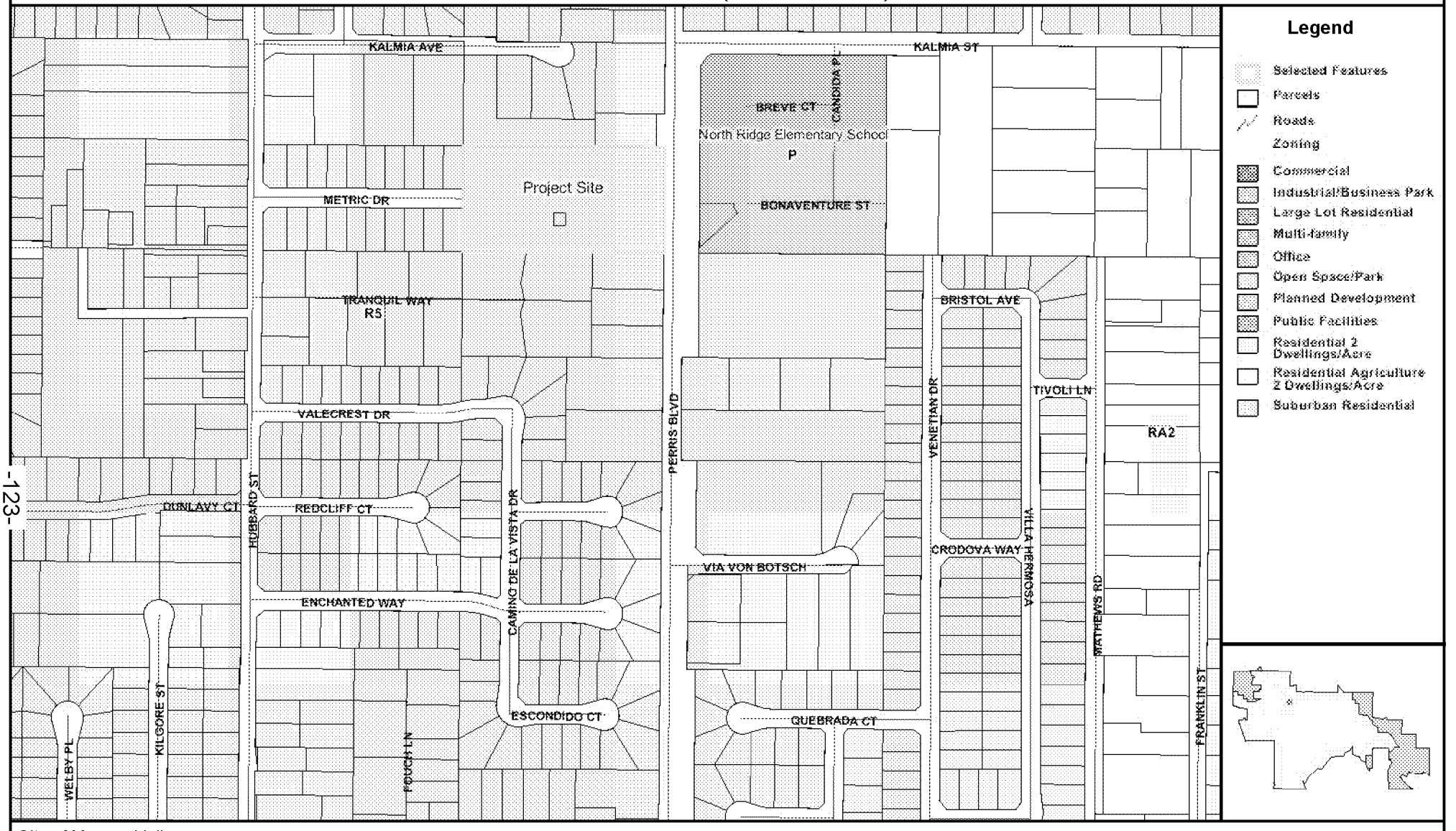

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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Attachment 3

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MORENO VALLEY

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MV00101240

Aerial Photograph

PA07-0129 (TTM 35606)

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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Attachment 4

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MORENO VALLEY

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TENTATIVE TRACT MAP NO. 35606

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

APN: 475-150-003

FOR SUBDIVISION PURPOSES

OWNER:
DENNIS H&A
16398 MT. LANGLEY STREET,
FOUNTAIN VALLEY, CA 92708
TEL: (714) 963-2114
FAX: (714) 378-1141

LEGAL DESCRIPTION:
THE SOUTH HALF OF LOT 40 OF MORENO ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 53 OF MAPS, IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.

BENCH MARK:
COUNTY OF RIVERSIDE BM H-34
FD BRASS TAG IN CONCRETE AT SE OF IRONWOOD AVENUE AND PERRIS BOULEVARD

ELEVATION: 1736.722

PROJECT DESCRIPTION:
EXISTING USES: VACANT LOT
PROPOSED ZONE: R3
GROSS ACREAGE: 4.82 ACRES (210,067 SF)
NET ACREAGE: 3.85 ACRES (168,086 SF)
NO. OF EXISTING LOT: 1
NO. OF PROPOSED LOT: 16
FEMA FLOOD
ZONE DESIGNATION: X, 06065C0610B, MAY 17, 1993

UTILITIES:

	CONTACT NUMBER:
MORENO VALLEY UTILITIES	951-243-5581
MORENO VALLEY POLICE DEPARTMENT	951-486-6700
MORENO VALLEY FIRE DEPARTMENT	951-486-6780
MORENO VALLEY UNIFIED SCHOOL DISTRICT	951-571-6200
SOUTHERN CALIFORNIA EDISON	800-684-8331
THE GAS COMPANY	800-427-2200
WASTE MANAGEMENT OF INLAND VALLEY	800-422-4555
EASTERN MUNICIPAL WATER DISTRICT	951-928-3777

LEGENDS AND ABBREVIATIONS:

TC.....TOP OF CURB
FL.....FLOW LINE
FS.....FINISHED SURFACE
FH.....FIRE HYDRANT
EX.....EXISTING
R/W.....RIGHT OF WAY
℄.....PROPERTY LINE
℄.....CENTER LINE
(123).....EXISTING CONTOUR
123.....PROPOSED CONTOUR
(123.45).....EXISTING ELEVATION
.....CONCRETE V-DITCH
.....TREE
.....POWER POLE
.....SEWER MANHOLE
.....CENTERLINE
.....PROPOSED R/W
.....EXISTING R/W
.....FLOW LINE
.....CONSTRUCTION NOTE
TC.....TOP OF GRATE
INV.....INVERT ELEVATION
.....DRAINAGE PATTERN
.....CONCRETE PAVING
.....CATCH BASIN
.....RETAINING WALL
.....CAST IRON DRAIN PIPE

CURVE DATA:

NO.	DELTA	LENGTH	RADIUS	TANGENT
C1	17°06'31"	90.08'	272'	30.38'
C2	01°30'31"	8.22'	312'	4.11'
C3	11°11'46"	64.86'	332'	32.53'
C4	18°12'06"	26.45'	100'	14.34'
C5	6°37'38"	8.01'	46'	4.01'
C6	91°37'47"	77.04'	48'	49.57'
C7	6°37'37"	8.01'	46'	4.01'
C8	79°18'05"	64.30'	46'	38.01'
C9	24°49'11"	20.76'	48'	10.56'
C10	08°18'53"	14.51'	100'	7.27'
C11	08°01'15"	13.97'	100'	7.00'
C12	11°36'30"	54.98'	272'	28.54'
C13	01°27'52"	6.18'	272'	1.09'
C14	12°53'36"	73.81'	328'	37.08'

LINE DATA:

NO.	BEARING	LENGTH
L1	N89°53'15"E	8.00'
L2	N42°06'11"E	21.19'
L3	N48°03'39"W	21.29'

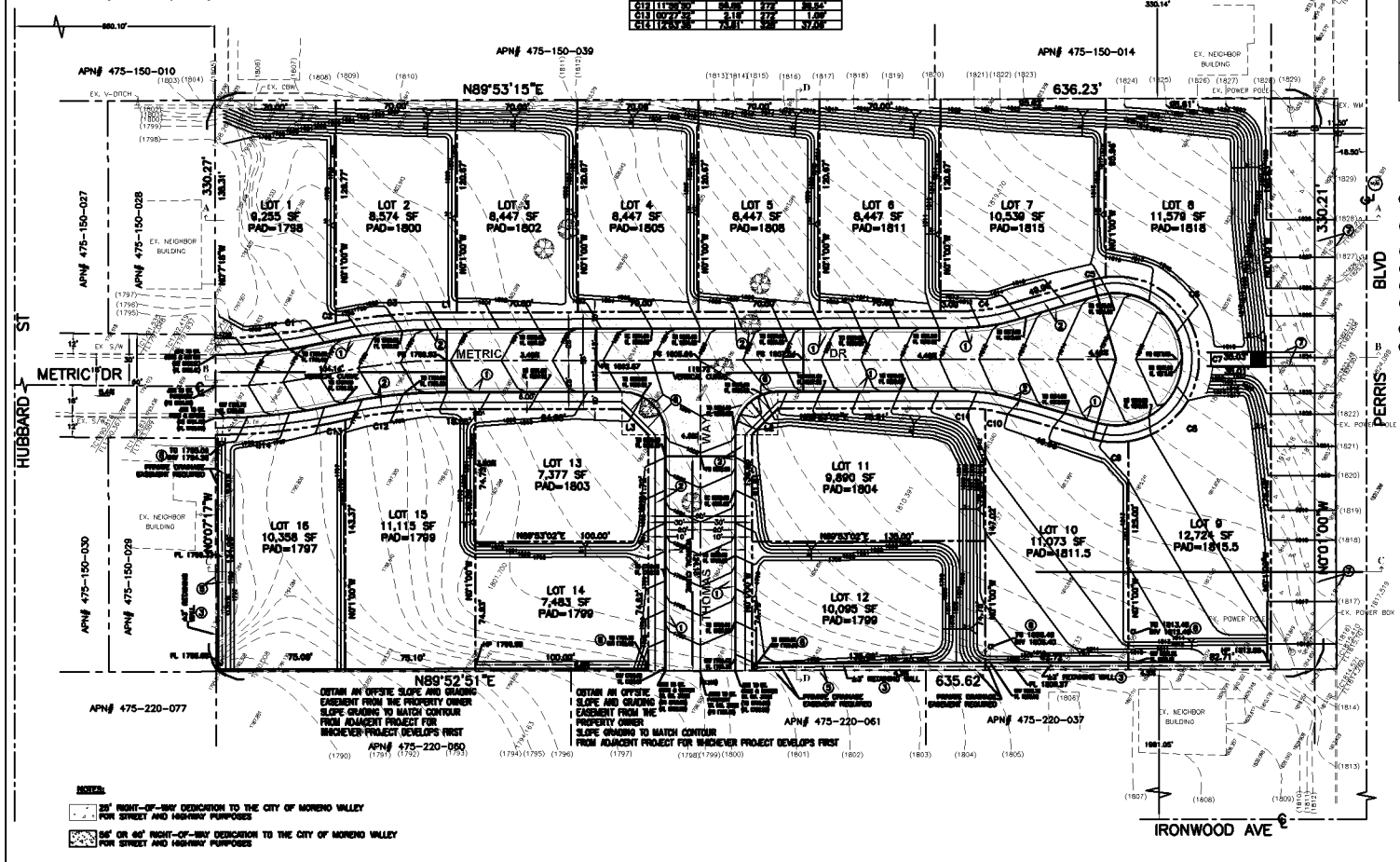

NOTES:

23' RIGHT-OF-WAY DEDICATION TO THE CITY OF MORENO VALLEY FOR STREET AND HIGHWAY PURPOSES

56' OR 60' RIGHT-OF-WAY DEDICATION TO THE CITY OF MORENO VALLEY FOR STREET AND HIGHWAY PURPOSES

N
0 30 60
1" = 30'

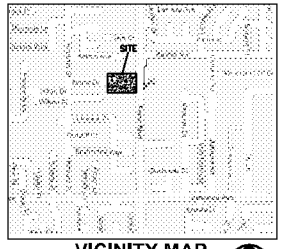

VICINITY MAP
N.T.S.

CONSTRUCTION NOTES:

1. PROPOSED TYPE B INTEGRAL CURB AND GUTTER PER CITY STANDARD PLAN NO. 200
2. PROPOSED P.C.C. 6' WIDE SIDEWALK PER CITY STANDARD PLAN NO. 210
3. PROPOSED RETAINING WALL PER SEPARATE PERMIT
4. PROPOSED CUL-DE-SAC PER CITY STANDARD PLAN NO. 123
5. PROPOSED CONCRETE V-DITCH
6. PROPOSED ACCESS RAMP: TYPE 1 PER CITY STANDARD PLAN NO. 214A
7. PROPOSED TEMP. AC SIDEWALK
8. PROPOSED CATCH BASIN

CAL LAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
575 E. LAMBERT ROAD, BREA CA 92821
TEL: (714) 671-1050 FAX: (714) 671-1060

RELEASED

REVISIONS

PROJECT LOCATION:
11581 PERRIS BLVD.
MORENO VALLEY, CA

DRAWN: BP/KT
CHECKED:
DATE: 01/13/2011
JOB NO.: 07-189-002
SCALE: 1"=30'
FILE NAME:

T-1

SHEET 1 OF 2

PA07-0129

Attachment 5

MV00101243

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MV00101244

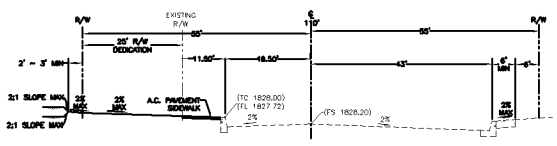

PROPOSED PERRIS BLVD. TYP SECTION
(FUTURE. CITY STD. 103C)
N.T.S.

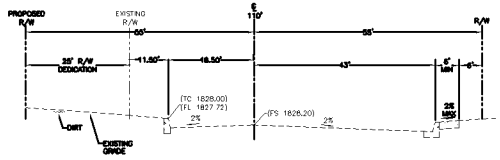

EXISTING PERRIS BLVD. TYP SECTION
N.T.S.

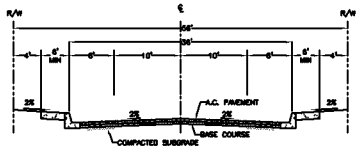

PROPOSED METRIC DR. TYP SECTION
CITY STD. 108B
N.T.S.

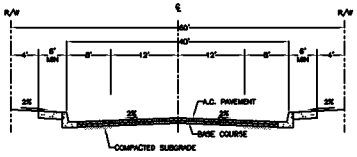

PROPOSED THOMAS WAY TYP SECTION
(CITY STD. 108A)
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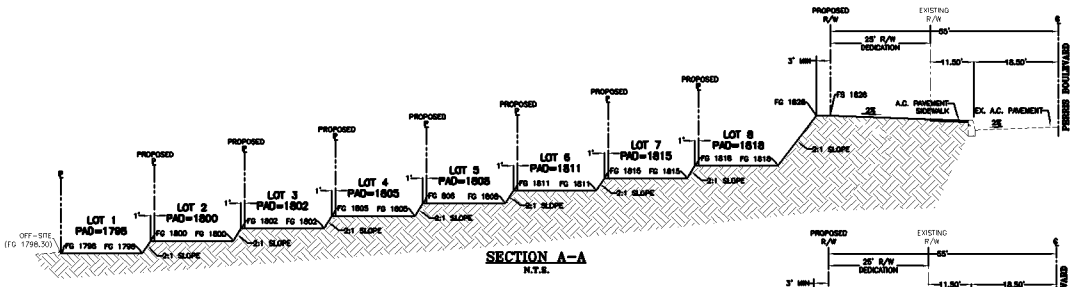

SECTION A-A
N.T.S.

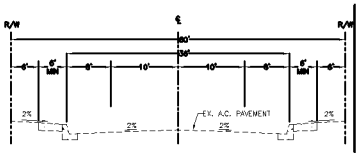

EXISTING METRIC DR. TYP SECTION
WEST OF TTM 35606
N.T.S.

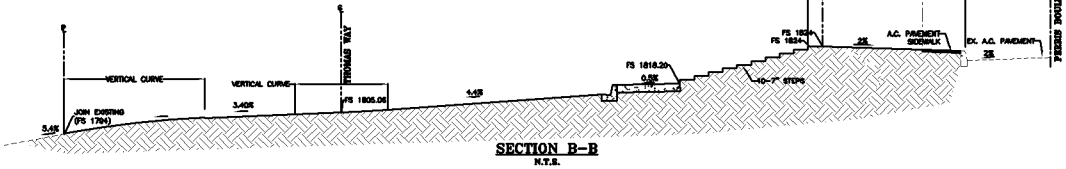

SECTION B-B
N.T.S.

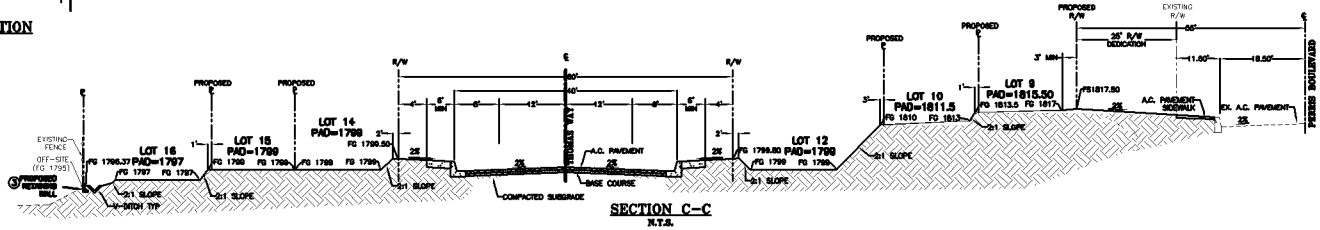

SECTION C-C
N.T.S.

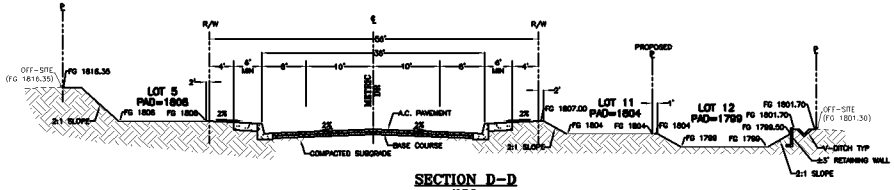

SECTION D-D
N.T.S.

Attachment 6

PA07-0129

CAL LAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
575 E. LAMBERT ROAD, BREA CA 92821
TEL: (714) 671-1050 FAX: (714) 671-1060

RELEASED

REVISIONS

PROJECT LOCATION:
11581 PERRIS BLVD.
MORENO VALLEY, CA

DRAWN: BP
CHECKED:
DATE: 01/13/2011
JOB NO.: 07-189-002
SCALE:
FILE NAME:

T-2

SHEET 2 OF 2

MV00101245

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MV00101246

PLANNING COMMISSION STAFF REPORT

Case:	PA10-0022
Date:	April 14, 2011
Applicant:	City of Moreno Valley
Representative:	Same as above
Location:	Citywide
Proposal:	Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general site, street and athletic field/park lighting citywide.
Redevelopment Area:	N/A
Recommendation:	Recommend ordinance amendment to City Council

SUMMARY
The Planning Division of the City of Moreno Valley proposes modifications to various sections of Title 9 of the Municipal code to refine existing lighting standards to provide for better viewing of the night sky ("dark sky"). The amendment proposes modifications to onsite, athletic field/park and street lighting to minimize light pollution and trespass. All newly establish developments citywide will be subject to the proposed revisions to the code.

BACKGROUND

At the October 20, 2009, Study Session, the City Council provided direction to review the City's lighting standards based on the International Dark-Sky Association (IDA) recommendations and dark sky ordinances from other communities. This review was identified in the Settlement Agreement between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project. The review also reflects previous development review projects located within the rural and hillside residential areas within the north and east portions of the City.

The underlying principles of the proposed lighting standards/dark sky ordinance are to:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night sky;
- Curtail and reverse degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

Based on information from the IDA, the assumption that more light always results in better safety and security is not supported. Only the right amount of light, in the right place, at the right time should be necessary. In most instances, providing more light or creating bright areas often leads to glare and reduced visibility as well as wasted light and energy. The IDA recommendations call for the use of the lowest feasible wattage lamp. The maximum wattage recommended for most commercial applications is 250 watts of high intensity discharge lighting.

The current City Municipal Code includes provisions to curb on-site lighting. The Municipal Code requires that "lighting shall be adequate to help ensure a safe environment, but not cause excessive glare or intense light." All non-residential lighting is required to be shielded to avoid glare and prevent light spillage over property lines or into the public right of way. The lighting at property lines is limited to a maximum of 0.5 foot candle. The minimum lighting required in parking lots, pedestrian walkways and other areas accessible to the general public is 1 foot-candle and the maximum is 8 foot-candle to provide adequate nighttime visibility without creating excessive glare. Lighting standards are verified by a review of a point by point lighting plan showing the foot-candle lighting for closely spaced points across a site based on the fixtures proposed for the on-site use. Residential lighting is limited to twelve feet in height, below the typical eave line for a house. Finally, the stated intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are an inherently characteristic of hillside areas.

PROJECT ANALYSIS

In order to comply with the direction provided by the City Council at their October 20, 2009 Study Session meeting and the Settlement Agreement between the Sierra Club, Highland Fairview and the City of Moreno Valley, staff is presenting the Planning Commission with revised Municipal Code standards for lighting. Staff has included specific updated standards relating to onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields.

Research conducted by the Planning Division found that very few cities had adopted dark sky ordinances. For example, surrounding cities such as Riverside, Perris and Redlands did not have adopted dark sky ordinances. The majority of the cities who have adopted dark sky ordinances were found to be more rural, desert and tourist areas where climate conditions more easily allow the viewing of the stars and night sky. While the Settlement Agreement specifically identified consideration of standards from the City of Palm Desert, staff also reviewed ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas and San Diego and other cities, and the IDA recommendations.

Based on the review of existing Municipal Code standards and other communities dark sky ordinances, staff has proposed updated standards in Attachment 3 of this report. Many of the standards in the existing ordinance were used; however a number of items from IDA recommendations and ordinances such as Palm Desert's were utilized to incorporate dark sky practices. The major modifications to the existing lighting ordinance include:

- Revised development and performance standards to include maximum wattage for light bulbs on single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);

- All lighting designed with full cutoffs to fully shield light fixtures on residential-multiple family and all non-residential properties.

- A further reduction of permitted light trespass or spillover lighting onto adjacent properties for all non-residential (commercial and industrial) and multi-family residential properties to a maximum of 0.25 foot candle maintained lighting measured from within five (5) feet of any property line. The existing City standard is 0.50 foot candle. The revised standard is consistent with language provided within the Palm Desert Ordinance.

- The inclusion of lighting height limits on hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet. Non-residential lighting height limits shall be a maximum of 30 feet, except within 100 feet of a residential use, where lighting shall be reduced to a height of 20 feet and walkway/courtyard lighting to a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.

- The addition of athletic field lighting standards to include horizontal cutoffs to reduce lighting above the fixture for new and retrofit lighting designs and a maximum lighting value used in lighting recreational athletic fields of an average maintained 50 foot-candles.

- The modification of existing street light standards to include the installation of street lighting solely for the purpose of illuminating the public right of way and conformance to the city street lighting standards, including the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

The dark sky standards would apply to all new development and to existing development/parking areas that are enlarged or altered. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to review of a new or revised point by point photometric lighting plan.

Specific language of the above sections of the Municipal Code can be found in Attachment 3 of this report, which includes a strikeout/underline version of the language added and subtracted.

REVIEW PROCESS

Staff originally presented the item to the City Council at the October 20, 2009, Study Session meeting as in conjunction an overall review of City efforts included in the Highland Fairview Corporate Park Settlement Agreement. During the study session meeting, existing and proposed standards were discussed, with the City Council recommending that staff bring back proposals to incorporate guidelines of the International Dark Sky Association and exterior lighting standards of jurisdictions such as Palm Desert which have created dark sky ordinances.

Subsequently, staff established a subcommittee of members from various internal departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utilities and Parks and Community Services. Collectively, all internal departments and representatives of the subcommittee have drafted revised lighting language and/or reviewed draft dark sky lighting standards. All members of the subcommittee have agreed to modify the ordinance as is presented and attached to this report.

The next step in the process is to have the Planning Commission review the proposed amended lighting standards and recommend to the City Council for final review and action.

ENVIRONMENTAL

The proposed Municipal Code Amendment (PA10-0022) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines in that there is no possibility that the proposed activity and the modification of existing light standards to further prevent light spillover into adjacent properties and the night sky would create the potential for a significant impact upon the environment.

NOTIFICATION

A 1/8 page public hearing notice for this development code amendment was published in the local newspaper. The Sierra Club was also notified of the meeting.

REVIEW COMMENTS

Staff sent out the final draft of the modified lighting ordinance to eleven (11) lighting designers and experts in the field that have previously submitted photometric lighting plans to the City, inviting any comments on the draft language to be provided. Staff did not receive any comments during or since the 30 day transmittal period.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Prepared by:	Approved by:
Mark Gross, AICP Senior Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-10
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code.
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

NOTICE
OF
PLANNING COMMISSION
PUBLIC HEARING

THE PLANNING COMMISSION WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH THE EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The amendment would modify current lighting provisions including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The Planning Commission may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission on or before the following meeting date:

Thursday, April 14, 2011
7:00 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

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MV00101254

PLANNING COMMISSION RESOLUTION NO. 2011-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY, CALIFORNIA RECOMMENDING APPROVAL OF PA10-0022 TO THE CITY COUNCIL, AMENDING TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI APPLICATIONS FOR LIGHTING AND SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH THE EMPHASIS OF DARK SKY STANDARDS CITYWIDE

WHEREAS, the City of Moreno Valley has filed an application for the approval of PA10-0022 citywide, as described in the title of this Resolution.

WHEREAS, on April 14, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on April 14, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

Attachment 2

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use. All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as

residential hillside and open space areas. Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

BE IT FURTHER RESOLVED that the Planning Commission **APPROVES** Resolution No. 2011-10, recommending the City Council recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and approve Municipal Code amendments to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.

APPROVED this 14th day of April, 2011.

_____
Ray Baker
Acting Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

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MV00101258

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

Attachment 3

MV00101259

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (3) (a-d) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security over the entire parking surface. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within

MV00101260

five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 footcandles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

MV00101261

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

MV00101262

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting on all residential and non-residential walkway and courtyard lighting shall directed downward and be mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

MV00101263

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

MV00101264

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting.

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties;

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor

MV00101265

light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures~~.

~~I. General Guidelines.~~

MV00101266

~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

MV00101267

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MV00101268

~~9.08.190 Street lighting.~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

Attachment 4

MV00101269

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MV00101270

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

Attachment 5

MV00101271

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

MV00101272

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

MV00101273

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MV00101274

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~Type~~	~~Characteristics~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ – 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ – 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~

Attachment 6

MV00101275

~~Type~~	~~Characteristics~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

3. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

4. Energy efficient lighting of buildings is encouraged.

5. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

6. The location, color and intensity of private lighting should relate to and complement public lighting.

7. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 8. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 9. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

MV00101276

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

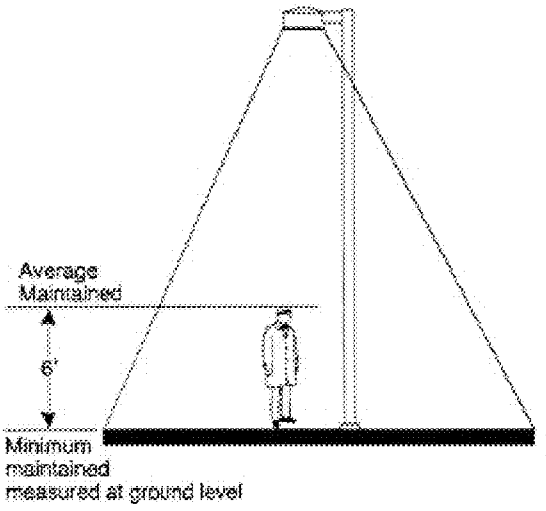

Figure 9.15.030-10

Lighting (Minimum Maintained)

<u>"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.</u>

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

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MV00101278

PLANNING COMMISSIONERS

RAY L. BAKER
Vice-Chair

RICHARD DOZIER
Commissioner

GEORGE SALAS, JR.
Commissioner

AMBER CROTHERS
Commissioner

THOMAS A. OWINGS
Commissioner

CARLOS RAMIREZ
Commissioner

MELI VAN NATTA
Commissioner

PLANNING COMMISSION AGENDA

April 14, 2011

PLANNING COMMISSION MEETING – 7:00 P.M.

CITY OF MORENO VALLEY
City Hall Council Chambers
14177 Frederick Street
Moreno Valley, California 92553

CALL TO ORDER

1. Introduction of New Commissioners: Amber Crothers, Thomas Owings, Carlos Ramirez and Meli Van Natta

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC ADVISED OF THE PROCEDURES TO BE FOLLOWED IN THE MEETING

(ON DISPLAY AT THE REAR OF THE ROOM)

COMMENTS BY ANY MEMBER OF THE PUBLIC ON ANY MATTER WHICH IS NOT LISTED ON THE AGENDA AND WHICH IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COMMISSION

The City of Moreno Valley complies with the Americans with Disabilities Act of 1990. If you need special assistance to participate in this meeting, please contact Mel Alonzo, ADA Coordinator at (951) 413-3027 at least 48 hours prior to the meeting. The 48-hour notification will enable the City to make arrangements to ensure accessibility to this meeting.

NON-PUBLIC HEARING ITEMS

APPROVAL OF MINUTES

1. Draft Planning Commission Meeting Minutes (December 9, 2010):

2. Draft Planning Commission Meeting Minutes (January 27, 2011):

3. Draft Planning Commission Meeting Minutes (February 24, 2011):

PUBLIC HEARING ITEMS

1.

Case Number:	PA07-0129
Case Description:	Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).
Case Type:	Tentative Tract Map
Applicant:	Cal Land Engineering (Kevin Tsai)
Owner:	Kenney Kha
Representative:	Cal Land Engineering (Kevin Tsai)
Location:	Metric Dr, west of Perris Blvd and east of Hubbard St (just north of Tranquil Way)
Proposal:	Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).
Case Planner:	Claudia Manrique

Recommendation: **APPROVE** Resolution No. 2011-12 and thereby:

1. **RECOGNIZE** that PA07-0129 (Tentative Tract Map 35606) qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and,

2. **APPROVE** PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the Resolution.

2.	Case Number:	PA10-0022
	Case Description:	Modifications to Title 9 of the Municipal code to further refine existing lighting standards to include modifications to onsite, athletic field/park and street lighting to minimize light pollution/trespass and include provisions for dark sky.
	Case Type:	Development Code Amendment
	Applicant:	City of Moreno Valley
	Owner:	N/A
	Representative:	NA
	Location:	Citywide
	Proposal:	Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI," Applications for Lighting", Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.
	Case Planner:	Mark Gross
	Recommendation:	**APPROVE** Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council: 1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and, 2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

OTHER BUSINESS

STAFF COMMENTS

PLANNING COMMISSIONER COMMENTS

ADJOURNMENT

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
DECEMBER 9TH, 2010

100 CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

200 ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Marzoeki
Commissioner Salas, Jr.

Staff Present:
John Terell, Planning Official
Eric Lewis, City Traffic Engineer
Julia Descoteaux, Associate Planner
Clement Jimenez, Senior Engineer, Land Development
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney
Officer Hudson, Moreno Valley Police Department

300 PLEDGE OF ALLEGIANCE

400 APPROVAL OF AGENDA

CHAIR DE JONG –Item 400 calls for approval of the Agenda

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Thank you, is there a second

COMMISSIONER SALAS – Second

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CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

500 PUBLIC HEARING ITEMS

CHAIR DE JONG – Item 500 is to advise the public of the procedures to be followed in this meeting and they are on display on the table by the entrance to the room.

600 PUBLIC COMMENTS

CHAIR DE JONG – Item 600 is an for comments by any member of the public to comment on any matter which is not listed on the Agenda but which is within the subject matter of the Commission and I see no Speaker Slips tonight. Does anybody wish to speak at this time? No, thank you.

650 RECOGNITION OF FORMER PLANNING COMMISSIONER George Riechers, 15 Years of Dedicated Service

CHAIR DE JONG – Our first item before our Public Hearing Items is Item 650 and it is in recognition of former Planning Commissioner George Riechers for 15 years of dedicated service. Wonderful! George would you like to come up to the podium perhaps and then actually I'll meet you halfway there. Come to podium and we'll talk. The City… we have a plaque for George tonight and our plaque reads, "The City of Moreno is pleased to honor George Riechers in recognition and appreciation for your 15 years of dedicated service. Your service and commitment contributed greatly to the successful growth and development of the City of Moreno Valley. Planning Commissioner, December 13th, 1994 to September 30th, 2010". Thank you very much for your service George. Does anybody have any comments for George tonight?

COMMISSIONER DOZIER – George; the word community service…There always has to be a shining example of what that is and we think that is you. For all of the years that you have dedicated to not just this Commission, but to many other activities in the community, we have been pleased and I have personally been pleased to have served on this Commission with you and I wish you all the best of luck. Thank you for all your dedication. I appreciate it.

COMMISSIONER MARZOEKI – I'll go next. George, I've learned so much from you and I really do miss you not being here on the Commission. I love your spunkiness. I love your wit and just your knowledge of planning in general. It

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was just amazing. I loved sitting next to you all the time because you taught me so much about what it meant to be a Planning Commissioner and thank you for that and I wish you all the best in the future.

COMMISSIONER GELLER – Well we often did not agree. I always appreciated the lively debate and you know like I say I always appreciated your opinions. Sometimes we were together by ourselves and sometimes we were on opposite sides, but you always had a different perspective and I certainly appreciated it and I'm sorry to see you go.

PLANNING OFFICIAL TERELL – Before you leave George, Bruce Springer was going to try to make it tonight. He was in Orange County, so he wanted me to read something into the record for you and so I'll read it… "Dear George…. Thank you for the many years of good hard debate. The citizens of Moreno Valley have benefited from your thorough and conscientious insights into the General Plan and a myriad of planning issues. The gut instincts that you provided during our sessions provided the Commission, Planning Staff and the Applicants with years of solid direction. Lastly on a personal note I learned to respect your opinion and your integrity. Warmest regards, Bruce Springer". And to follow on that and in talking for the Planning Staff for Moreno Valley as well as the other Review Staff, I certainly appreciated your insight and your willingness to stand up for what you believed and I think everyone benefited from that, so I'll miss you and I know a lot of other people will miss you here, but you know how to contact us. I know that you still have opinions, so we look forward to hearing from you again.

FORMER PLANNING COMMISSIONER RIECHERS – Thank you. Thank you all.

700 PUBLIC HEARING ITEMS

710

P10-020 Conditional Use Permit

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. I'm Julia Descoteaux, Associate Planner. Before you this evening is Item P10-020 which is a Conditional Use Permit which is for an 8,700 square foot sanctuary and multi-purpose building in the Neighborhood Commercial Zone, located at 23750 Alessandro Boulevard.

The proposed building will be north of the existing church building on the site. It is currently developed in the shopping center. There are several points of access into the integrated shopping center via Alessandro Boulevard. The existing

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shared parking with the shopping center will remain. The project will be conditioned to upgrade the existing landscaping and do the parking lot in addition to the new structure. The project has been reviewed and again the design is consistent with the existing building and will closely resemble that building.

As designed, the building will have a composition shingle roof which will match the existing building. The existing building was originally built as a restaurant and does not match the surrounding shopping center, however at the time the City Council initiated a Code change, which has since been revoked that allowed the themed restaurant that was there prior and the Church has purchased two lots within the shopping center and converted the restaurant into a Church.

The project was submitted in March of 2010. Several revisions were requested and submitted and all the relevant issues have been adequately addressed to the satisfaction of all parties. The project is exempt from the California Environmental Quality Act as an Infill Development project. Notice was sent to all property owners within 300 feet and as of this date I have no comments or questions regarding the application. This concludes Staff's presentation and at this time I can answer any questions for you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff? I have a couple. LD23 asks the designer to provide to the greatest extent feasible the implementation of water quality treatment at the site. What has been done?

ASSOCIATE PLANNER DESCOTEAUX – Okay, I'll refer to Clement Jimenez

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening. LD23 condition regarding water quality treatment… the developer has agreed to the maximum extent practical… direct the roof run-off into landscape areas that surround the building or that will surround the building. They are also going to be required to cover the trash enclosures per the current standard to prevent contaminants from washing out underneath the trash enclosure area and they are also providing grass swales around the building for water quality treatment.

CHAIR DE JONG – Has the use of porous concrete been entertained at all?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – It's a suggestion in the conditions but no commitment from the developer at this point.

CHAIR DE JONG – Okay, thank you. The second question and this is minor, but there are two diamond planters in the parking lot that are empty on both plans; the Landscape Plan and the Site Plan. I assume that there is a tree to go in there. Can you tell me what type of tree?

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ASSOCIATE PLANNER DESCOTEAUX – Yes the existing parking lot will have to be upgraded with any trees that are missing and additional landscaping where it is sparse will have to be revitalized.

CHAIR DE JONG – Okay I'm talking about the two diamond planters specifically right in the center that are not showing any new tree at all.

ASSOCIATE PLANNER DESCOTEAUX - They are conditioned to… B14 has conditioned them to do that.

CHAIR DE JONG – Fine I didn't want that to slip through. Thank you. No other comments of Staff right? At this time I'm going to open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT MURRAY – Steve Murray, the Architect for the project.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant? Actually do you have anything you'd like to tell us?

APPLICANT MURRAY – No, I've been really pleased in working with the Staff in coming up with a solution in just matching the building that was there and trying to meet all the requirements to make into a nice addition to the community.

CHAIR DE JONG – Okay, thank you. Are there any Commissioner questions of the Applicant? Okay prior to the meeting I called Julia and I gave her a suggestion of mine for something on the interior. Planning Commission doesn't normally comment on the interior so I won't talk about it today, but if she hasn't told you already meet with her. I'm going to go ahead and close Public Testimony then; thank you and open Commissioner Debate.

COMMISSIONER GELLER – Yes I remember when the original restaurant went in. That whole controversy of having a different design but it complied with the Code and I think it was before my time when they passed the Theme Restaurant Ordinance. We revoked it a while ago. While the building doesn't really match the rest of the shopping center, certainly if they are going to build a new building it should match its counterpart. I see nothing wrong with the project. The location is fine. Traffic flow and everything is fine. That center has been vastly under-utilized for the most part anyway, so I don't see any reason not to approve it and move it forward.

CHAIR DE JONG – Good, thank you. Well I'd like to say that I think this is a great addition not only to the shopping center but to the Church as well. I think the Architect did a wonderful job in matching the new building to the existing previous one and I think it is a great addition. I think is perfect and perfect placement and I see nothing wrong at all with it, so it looks like we're very quick and short on this one. Who wants to make a motion?

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COMMISSIONER MARZOEKI – I'll do it. I'd like to make a motion that the Planning Commission **APPROVE** Resolution No. 2010-25 and thereby:

1. **RECOGNIZE** that P10-020 Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15332 Infill Development Projects; and,
2. **APPROVE** P10-020 Conditional Use Permit subject to the attached conditions of approval included as Exhibit A.

COMMISSIONER GELLER – Second

CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Thank you and good luck. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Perfect. Thank you. Okay our next item is Item 720

720

PA09-0027 Conditional Use Permit

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening, this is Julia Descoteaux, Associate Planner. The item before you; a Conditional Use Permit application proposes the sale of beer and wine at existing Big #6 Food Mart Convenience Store between the hours of 8:00 a.m. and 8:30 p.m. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street. The primary land use for this parcel is Neighborhood Commercial. The Neighborhood Commercial District is to provide for the convenient location of neighborhood centers which provide limited retail and commercial services. The existing convenience store complies with the land use within the Neighborhood Commercial District.

The proposed project consists of adding the discretionary approval… The Conditional Use Permit for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of residential. Based on the information from the Department of Alcohol and Beverage Control there is

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currently an over-saturation of alcohol sales within the census tract where this location is.

The Moreno Valley Police Department believes and feels that a liquor store in this area would add to a high rate of criminal activity. The project site is surrounded by Business Park zoning to the north, south and west and residential zoned property to the east. The adjacent parcel is actually zoned Business Park but currently developed with a multi-family structure.

To date I have received two phone calls regarding this project. One was an information only question with no opinion either way and the second one I have provided you a copy of it. It was an email that I received regarding opposing the project.

Staff is recommending denial of the Conditional Use Permit based on the above information and the Police Department was unable to attend tonight due to other commitments. This concludes Staff's presentation and at this time we can answer any questions for you.

CHAIR DE JONG – Thank you. I think… is there somebody from the Police Department. Okay, so there is now. Thank you. Commissioner questions of Staff? We have none, thank you. At time I'm going open up Public Testimony and call the Applicant forward.

COMMISSIONER GELLER – Do you want to have the Police Department say whatever they wanted to say first?

CHAIR DE JONG – Alright that's not a bad idea. Thank you. Let me close Public Testimony and is there something that the Police Department wanted to add to this prior to Public Testimony. Come up to the microphone sir so that way we can get it on tape. Thank you. If you would mind please stating your name for the record.

OFFICER HUDSON – It is Officer Hudson. I'm with the Moreno Valley Police Department and currently working with ABC Alcohol, Beverage and Control for the Department. At this time I was the one that actually wrote the Convenience and Necessity Letter and within that letter basically we showed our opinion of the area of some of the criminal activity that has been occurring there in the last several years. Also we have received letters from some of the residents that live in the area opposing this project, so there are numerous things that we looked at as far as this project before we made our opinion or our decision on it. I don't know if you have the actual letter with you…

CHAIR DE JONG – No

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OFFICER HUDSON – If you need a copy of that that is fine. I can also give you a copy of the letter that I sent to ABC with our opinion on that.

CHAIR DE JONG - Can you summarize…

OFFICER HUDSON – Basically within this letter that we wrote, we believe a lot of it has to do with the criminal activity within this area between Cottonwood and Edgemont. With that criminal activity is also saturation of facilities selling alcohol within this area. According to ABC they actually allowed and I'm not seeing it on this letter, but I believe it was six in the area and now this one will be eight, saturating this area.

CHAIR DE JONG – That's what our Staff Report confirms

OFFICER HUDSON – So that's our opinion on that sir.

CHAIR DE JONG – Okay, alright. Are there any questions of the Officer?

COMMISSIONER SALAS – How close is nearest store that sells alcohol. How close is the nearest availability to buy alcohol from this location? Do you know?

OFFICER HUDSON – The closest location is going to be on Alessandro, which is just south of this location.

COMMISSIONER SALAS – And this is on Cottonwood, correct?

OFFICER HUDSON – This is on Cottonwood and Edgemont; yes sir.

CHAIR DE JONG – How big is the census area that you look at?

OFFICER HUDSON – As far as?

CHAIR DE JONG – It mentions the census tract. I think there are six businesses you said within tract and currently there is eight right now, so how big is that census tract?

OFFICER HUDSON – Actually ABC determines what that census tract is going to be. I don't really understand if they do it by mileage or if they break it up into areas within the city, but that is who actually does the censorship tract is ABC.

CHAIR DE JONG – Alright but in summary the Police Department just feels that selling alcohol would be a detriment to the area? Is that your opinion?

OFFICER HUDSON – Correct

CHAIR DE JONG – Okay thank you.

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PLANNING OFFICIAL TERELL – Just about the geography, I know the dividing line is at Ellsworth; so it's roughly Ellsworth, Eucalyptus, Old 215 and Alessandro are the boundaries of the census tract

CHAIR DE JONG – Okay, that helps. Yes that helps. It's not really large.

COMMISSIONER SALAS – So there are seven now and this would be eight. Is that what we're saying?

PLANNING OFFICIAL TERELL – There are eight now and that is six over the normal; the base limit.

COMMISSIONER MARZOEKI – That would make it nine

CHAIR DE JONG – They allowed six and there are currently eight.

PLANNING OFFICIAL TERELL – There allowed two and there are eight.

CHAIR DE JONG – There is currently six and this would nine

ASSOCIATE PLANNER DESCOTEAUX – They allowed two…

COMMISSIONER SALAS – No matter what it is over what we recommend right?

OFFICER HUDSON – Yes sir

CHAIR DE JONG – Okay, are there any other questions? Thank you sir.

OFFICER HUDSON – Thank you

CHAIR DE JONG – Okay at time I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT – Good evening Commissioners. My name is Justin Kim. I'm from Los Angeles. I'm the representative for the Applicant. I'm delighted to be before you today. I never knew Moreno Valley was almost three hours from LA. I killed my Bluetooth headset on the way here. It's dead now because of all my talking on the phone, so I appreciate the time before you today.

Our Applicant, Mr. and Mrs. Choi have been at this location since 2004. I would like to note that they made a significant commitment to the community of Moreno Valley because they purchased the property. They are not leasing or not just renting. They purchased the property with the intent of finishing out their business career in the City of Moreno Valley. They applied for an ABC license back I believe in 2005 and at that time I'm not really sure what happened but I

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think they were a little discouraged by the process so they withdrew their application. I think at that time there was discussion of maybe over concentration of licenses in this area but I would like to note for the Commissioners that since that time in 2005 when they applied, the City of Moreno Valley granted six licenses in this census tract. It was two at that time, so I don't really think it would have been as big an issue back then with the numbers as it is now, but it is a routine procedure that although the Department of Alcoholic Beverages Control allows for a set number of licenses, it is not abnormal to go over that number as long as you can prove public convenience and necessity for such a use.

One thing I would like to note, I'm not a resident of Moreno Valley so I'm not really sure, but I did notice that out of the six that were approved since 2005 or actually even out of the eight, I think only two uses are only mom and pop. Just judging from the piece of paper in front of me I mean most of the uses are Sam's Club, Target; the bigger name corporations and although it is a little daunting to compare ourselves to an organization like a Sam's Club or Costco or something like that, I'd like to add that for someone like my client; having done this work for as long as I have, I think it is almost better to have a person like this in your community and the reason that I say that it is better is kind of an abstract word, but this is their livelihood; this is their life savings; this is what they have invested; everything into one nest-egg and someone like this would be a very responsible business owner in your community because they don't have the luxury of failing at this and going onto something else.

I would much more trust people like this to represent alcoholic beverage sales than a larger company where I have 100 minimum wage workers checking in and out or talking or their cell phones or thinking about what they are going to do after their shift and not really paying attention, because I think the most important thing that ABC looks at is sales to minors is a huge, huge thing for ABC. That's like the nexus of all the problems that they are trying to keep people off the roads after they have been drinking, especially young people. They are just trying to get them to stay away from drinking period and I'd like to add that my client has had three different businesses with alcohol and beverage licenses in the last 15 years and I think she has 15 years experience. I have printouts from ABC. She has never once had a violation; she or her husband have never once had a violation and to be a property owner with a proven track record with ABC, I'm just hoping the Commissioners will give this a little bit of thought and you know and maybe consideration that even though the numbers seem daunting, if you are ever going to take a chance on someone, my clients would be a good bet for the City of Moreno Valley to give a little consideration to them. I have printouts here for the Commissioners if you would like to review them later on.

They have the experience here. I have 193 signatures on a petition here from residents within a couple blocks of the store asking for this. At certain times I think it has been referred to as a convenience store and liquor store by the Police Department, but I've been in a lot of liquor stores don't carry things that these

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people carry. I mean except for a full service counter, I mean they carry fruits and vegetables. It is not something… soda, chips and hopefully alcohol type of premise. I mean they carry the basic needs that even a single mom or an elderly person or a child who wants to have something to eat or cook something could go and get basic ingredients for having a meal at home. This is not something that is just a stop in and get a soda or a candy bar type of store and I was surprised that the amounts of items that they carry there. I had only been there that one time when I first went there and was like wow this is full. This store is full of different items, so I would like for the Commissioners to take this into consideration that they've made a serious commitment to the City; they have tried before and they didn't understand the process back then, so they were easily discouraged but they made a commitment to the community. They made a commitment you know with our company to have us represent them and I really think that with what I have told you tonight, I think they merit at least a chance at getting this. They are very serious about getting this and being responsible and I think that their track record proves it, so I thank you for your time and if you have any questions I'd be more than happy to answer them.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant?

COMMISSIONER DOZIER – Is the store profitable without beer and wine? Are they doing well as a business where they are?

APPLICANT – I think in this economy I really don't think anyone is doing well per say but they are doing okay, but I think the main reason that they want to do it is not for a profit standpoint. I don't want anyone to perceive that they are being greedy about this, but over the years they have been asked by people why can't you do this. I come here to get things that I need without having to drive; without having to sit in traffic; without having to park. I can just come in and get what I need. Why can't I get this? I mean that is their main push for this was when they purchased this market they thought that maybe we could add this as an added convenience to our patrons, but you know they hit the wall once and now they are trying again, but it is mostly from people in the community that are asking. I'm sure that there are people in the community that are not for this, but I have people in the community that were not paid or not coerced but just asked we want to do this; what do you think and 193 people came forward and signed and said we want this; we approve this and they are people that live there. They are not people that are transient like going to work. In that neighborhood if you have been out that way, it is a residential neighborhood per say. It's not really a high thoroughfare type of road I don't believe, but I think the people are speaking and I hope that we can get some consideration for this because it is not from a greed standpoint but a public convenience or a necessity and people are clamoring for it.

CHAIR DE JONG – Okay

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COMMISSIONER GELLER – I have a question and I'd like to see that.

APPLICANT – Oh yes sir

COMMISSIONER GELLER – The conditions say that they would be able to sell from 8:00 a.m. to 8:30 p.m. I assume they are open more hours than that.

APPLICANT – No sir. Thank you very much Commissioner Geller. That is the only hours they want to be open, so they are not trying to do late night sales either.

COMMISSIONER GELLER – Is the store open beyond those hours?

APPLICANT – No

COMMISSIONER GELLER – Are they open at 8:00 a.m. and close at….

APPLICANT – Let me check for you.

COMMISSIONER GELLER – Okay

APPLICANT – They close at 8:00 right now. They are just asking for 30 minutes.

COMMISSIONER GELLER – So they want to sell alcohol when they are open?

APPLICANT – Yes sir

COMMISSIONER GELLER – Okay they're not open beyond… they won't be open beyond 8:30?

APPLICANT – Yes sir, they are not going to try and do operating hours versus sales hours. It is just set hours.

COMMISSIONER GELLER – Okay

COMMISSIONER SALAS – They stated that seven or eight licenses are already in the area and that some of them are to the major stores like Sam's Club or Costco or whatever. Do you know how many of those there are to the major chains of the licenses in the area?

APPLICANT – Actually sir if you indulge me… Sam's Club, Target, Cost Plus; there is one with no DBA so I'm not sure what this is. It is more of an investment group incorporated; Smart and Final, Riverside Petroleum which I believe is probably a gas station; La Buena Market and Walmart.

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COMMISSIONER SALAS – So basically we're talking about major chains here

APPLICANT – Exactly

COMMISSIONER GELLER – Smart and Final is gone

APPLICANT – I'm sorry, I wasn't aware

PLANNING OFFICIAL TERELL – It sounds like all of those licenses are in the City of Riverside.

COMMISSIONER SALAS – Yes exactly

APPLICANT – Oh I'm sorry, they all fall within the census tract

PLANNING OFFICIAL TERELL – Which is just north of the area identified, so that census tract apparently extends out of the City.

COMMISSIONER SALAS – So basically they fall in that ABC designated for six or less but they are major stores. Okay, thank you

APPLICANT – Thank you sir

CHAIR DE JONG – Okay are there any other Commissioner questions of the Applicant?

COMMISSIONER BAKER – Yes I think I know where we're at on this. This is beer, wine and hard alcohol right?

APPLICANT – Beer and wine

COMMISSIONER BAKER – Beer and wine only… Okay no hard liquor. Okay very good, thanks

APPLICANT – No sir

CHAIR DE JONG – Are there any other questions? Okay thank you

APPLICANT – Thank you. I'm sorry; would you like to have a copy of their previous history with ABC?

CHAIR DE JONG – Okay I have one speaker. Matthew Fields please come up. There is a three minute time limit. Thank you.

SPEAKER FIELDS – My name is Matthew Fields Jr. I live at 13455 Edgemont Street, Moreno Valley. I have lived in my house for 15 years now and this

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convenience store is close to Big 6 Market Liquor. Years ago it was a long distance to pick up liquor or something like that at other stores. I didn't have one close by. It is a pretty clean store. The people there are pretty nice in the neighborhood. A few there enjoy them. There are some pretty nice people there. So I would have no problem. I live probably two houses down from the market. I wouldn't have any problem with that.

CHAIR DE JONG – Alright thank you. Okay ma'am if you want to speak, it is your turn and if you could please state your name and address for the record and then please fill out a Speaker Slip for us afterward.

SPEAKER KENDALL – I'm Irene Kendall and I live at 21849 Cottonwood Avenue and I've been here in Moreno Valley since 1945. I've lived at my address since 1948. I'm just about half a block from the little store. We have a Church; we have Churches all around there. We have Churches meeting at 21640 Cottonwood Avenue at the Edgemont Women's Club. We have Liberty Baptist Church at… I've forgotten it right now.

CHAIR DE JONG – That's okay

SPEAKER KENDALL – But it is in the middle of the block of Edgemont; between Edgemont and the railroad and Bay is the name, but I would not like to see a license issued. We have a school at the end of… at Eucalyptus and we have children… that particular area is very populated with school children and teenagers too I might add. I just… well it's not a very… well let's see, there are a lot of things going on there in the community already and I really feel that this would not enhance the area at all. I know our Church is not happy with it if a license was issued and the other Churches that are meeting at the Edgemont Women's Club; there are two Churches that meet there, so that's what I have to say. All around me it is a very depraved area and I cannot think that issuing a license would help to improve our community, so that's what I have to say. Thank you.

CHAIR DE JONG – Thank you very much. Is there anybody else that would like to speak at this time? Yes, come forward sir and if you haven't filled out a Speaker Slip yet, please do so after you speak. Tell us your name and address and there is a three minute time limit.

SPEAKER – My name is Danny Chang. I live at 13162 Day Street, Apt. G205. I just want to talk to you. If the license is approved tonight I just want to tell you about the market. They are very giving away people. I know him a few months ago. He is giving away to the friends; always something; always something like coke and giving away. He is giving always with his business… the neighborhood a barbecue and hot dogs and I'm very happy he opened the market over there. It is a very dark area but he is a very bright light. I just want you to approve that and make that neighbor happy. That is why I am here. Thank you very much.

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CHAIR DE JONG – Thank you. Is there anyone else who wants to speak in the audience? I can't see anyone coming forward so at this time I am going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – I have one more question. If somebody were to buy this facility, wouldn't they have to get a new Conditional Use Permit?

PLANNING OFFICIAL TERELL – No

COMMISSIONER GELLER – Can we add a condition that if there is a change of ownership they have to re-apply?

PLANNING OFFICIAL TERELL – That's a good question. I don't know the answer to that. Typically all land use approvals go with the land; they don't go with the operator.

COMMISSIONER GELLER – I know they can't keep the license, they have to apply for a new license, but I don't know if that would require them to re-seek a new Conditional Use Permit.

PLANNING OFFICIAL TERELL – Under our current code, no it would not.

COMMISSIONER GELLER – Okay but are you aware that we couldn't add a condition to…

PLANNING OFFICIAL TERELL – I'm not aware. I haven't looked into that. I don't know if Suzanne has any thoughts on that.

DEPUTY CITY ATTORNEY BRYANT – You can probably add a condition. I want to point out that the license is not before you. It is the Conditional Use Permit.

CHAIR DE JONG – Okay we are in debate right now, would you like to continue?

COMMISSIONER GELLER – Sure… I have to say that Mr. Kim gave a pretty compelling presentation because I'll tell you when I read it the first thing that I said is why are we approving more… why are we considering… well if you consider reviewing an application, but I'm saying we don't need any more liquor sales in this area and I really have a lot of doubts. But first of all, looking at everything, both the petitions and the type of stories and those sorts of things was one issue but the other real compelling this is looking at the list of licenses except for one, they are all in the City of Riverside and all Fortune One Hundred companies and I don't think that has any application whatsoever to our decision here, because I know I never approved any of those and I've been here a long time.

MV00101297

We've turned down several Conditional Use Permits for alcohol sales in places not too far from here, but far enough; I don't think in the same census tract, but it was a real surprise out of all these licenses there is only one that is even remotely similar, so if we were to add this one, as far as I'm concerned that is only two licenses, because all the rest of the stores are all on Day Street and that has no application whatsoever here. It's a completely different market and I don't think they're even remotely comparable. Like I say, some areas are worse than others and I mean I know there is a perception that every time there is alcohol sales, you know the whole City collapses and some places are irresponsible and some places aren't.

The fact that these applicants have a clean history with ABC is also compelling and the fact that they own the land I don't think is a trivial issue to ignore because it shows they've made a clear investment and obviously they expect to make some profit for it true; I mean I have no doubt and while I don't know that any community absolutely has to have alcohol sales, I'm not inherently opposed to it. I drink my share of wine and other things. Based on everything that we've seen, I would go ahead and agree to passing it, but I want a condition added that they must renew the license if there is a sale of the property or that the license transfers. If there is any application for a license transfer then this Conditional Use Permit will terminate and they would have to apply for a new one. Like I say much of my decision is conditioned on what I have heard and believe about these owners and I'm not going to make the same assumption on any future owners. Like I say I would propose if we do approve it that we add a condition that upon the transfer of this license then the Conditional Use Permit will expire or terminate and that I think would solve the problem because they can't get a new owner without applying for a new license.

DEPUTY CITY ATTORNEY BRYANT – If I may add something Commissioners... There are no conditions attached to this tonight because it is recommending a denial, so if you wanted to add conditions maybe we could bring it back at a future date and have the proposed conditions attached. It would give us more time to draft them.

COMMISSIONER GELLER – Okay, I forgot about that. You are absolutely right. You know like I say, the nearest one is Alessandro and it is not all that close; certainly not in walking distance and the rest of them like I say as far as I'm concerned they don't even apply even though ABC can do whatever they want but they are nowhere near and are a completely different kind of market. They serve a different market and they really have no bearing... as far as I'm concerned they have no bearing whatsoever on this particular type of operation and you know like I say I'm always reluctant to approve these in certain areas, but like I say I think ABC's assessment is simply incorrect. I would like to call up the Police Department one more time. I'd just like to ask them if they have something specific about this particular facility as to why they think we should

MV00101298

deny it because I would give great deference to their opinion, but if it is solely because of the numbers, you know we can make our own assessment from that.

CHAIR DE JONG – Let's do that right now. I guess I have to reopen Public Testimony… nevermind, scratch that

OFFICER HUDSON – Yes sir

COMMISSIONER GELLER – Yes do you have any…? If the six other stores were not an issue, do have any specific reason for these applicants or this particular location; if saturation wasn't an issue, does the Police Department have any particular information or opinion about this specific store or these owners or anything else other than just a saturation.

OFFICER HUDSON – Well the size of saturation. I was able to go on our website for the Riverside Sheriff's Department and from June 2009 to I believe June 2010 I've got more than 50 pages of calls for service within that area where that store is at, ranging from anything to attempted murders to DUI drivers, to drunk in public; whatever that is right here; more than 50 pages of calls for service in that area.

COMMISSIONER GELLER – What area are you talking about or the parameters that you used for that report?

OFFICER HUDSON – You are very familiar with the Edgemont area?

COMMISSIONER GELLER – Yes

OFFICER HUDSON – These calls for service are within probably within the next four or five blocks of just criminal activity alone, just around that particular store, not to mention the rest of Edgemont, where these people would actually be using this store for their alcoholic beverages, so other than just criminal activity part of it, is there anything else you would like to know regarding that census tract.

COMMISSIONER GELLER – Have you at that particular address, has there been a lot of problems.

OFFICER HUDSON – There have been several over the last year or so. Like I said there is a couple in here that are drunk in public, DUI drivers in the area, not necessarily from that location but they are within that area, which people obviously have alcohol beverage problems within that area. This will just add to another.

COMMISSIONER GELLER – Okay, thank you.

MV00101299

COMMISSIONER SALAS – So what you are saying basically is that they are going out of their way to purchase the alcohol now a little further away from where they are now and it would make it more convenient for them to get it local more local so the crime rate would go up? Is that what you are stating?

OFFICER HUDSON – Yes sir and coming from my own personal… I've been here in this City for six years as an Officer working the streets. I know this area very well. I know Edgemont very well. I have worked Special Enforcement Teams where we work with a lot of undercover type of projects in this area. I know what type of criminal activity is coming out of this area. As of right now the people are not going to this location to get alcoholic beverages. They are going to Alessandro where there are several liquor stores within that area.

COMMISSIONER SALAS – But they are going to keep selling alcohol in that area; is that correct?

OFFICER HUDSON – In the Alessandro area?

COMMISSIONER SALAS – Yes

OFFICER HUDSON – Correct

COMMISSIONER SALAS – I've lived here also since 1970. Edgemont has never been a desirable area especially the area that you are talking about; the Edgemont Street area so…

OFFICER HUDSON – This is coming from my own personal experiences with this area. Like I said this is only a year or a year and half worth of data with criminal activity. If we were to go back even further we'd have quite a stack of paper here.

COMMISSIONER SALAS – Thank you

CHAIR DE JONG – I'm going to open Public Testimony and call the Speaker to the podium. Please state your name and address for the record.

SPEAKER – My name is Yvonne Coles. I live at 13561 Edgemont. I'm right across the street from them. I like the little store. Since he's been there, there has not been any problem on our neighborhood. I know there are people that are doing things in the neighborhood, but not on our street or right at Jericho's. He doesn't let people gather around that store and I like him because he looks out for our people and the kids there, him and his wife both and we have not had no problems. I don't understand why the Officer said that but I know on that street there has been no problem. There have been car accidents where people have been driving too fast up and down Cottonwood because I've called the Police myself to report those accidents and he does too. As far as shooting or

MV00101300

attempts or whatever around there; there is no shooting on our street. It's been real nice and comfortable there and those people look out. He doesn't let anybody hang around on that store if they look like they are going to cause trouble. He will call you guys. I mean the Police Department yourself and I know I'm out there all the time on my handicap scooter and I never have for the last 12 years and I have not had a problem. No one has a problem. Our neighborhood is very quiet and very nice and it is going to make easier for a lot of us that do go to the store and need this and is there for us. That is why I appreciate it being there. As far as the drinking and stuff I don't drink no more, but I would appreciate it if it was there that I could go home in my own house because it would be too far for me to go, but I don't see a problem because he is a very good responsible person. I know he would not let anybody be loitering around. So that's all I have to say. Thank you

CHAIR DE JONG – Thank you very much. While the Public Testimony is open, is there anyone else who would like to speak. Okay, I'm going to close Public Testimony again and reopen Commissioner Debate. Were you finished Commissioner Geller?

COMMISSIONER GELLER – Yes, I want to hear what everyone else has to say then I might say something else.

CHAIR DE JONG – Okay

COMMISSIONER SALAS – I agree with… I just think that if the neighborhood market and the idea of the neighborhood market is to serve the neighborhood and the hours that they are open; from 8 to 8, I don't see that as real trouble in that timeframe and also I agree with the community. I agree with the neighbors. If you want to go across the street and go get a six pack of beer instead of going to Costco or Cost Plus, because you know the hassle when you go there, I don't see anything wrong with it. I think that it serves the neighborhood and that's the idea of a neighborhood market.

CHAIR DE JONG – Thank you.

COMMISSIONER DOZIER – As much as I would like to reward the owners of the store for being good citizens and for being sensitive to the needs of the community and providing for the community, I have a problem at all times helping people get access to any drug that has ruined so many of our lives. All I have to do to stay consistent with that philosophy is to support the Police decision and support our Planning Department's decision to deny it. I think it is too bad that this particular community who needs convenience for many things and that the application is for a permit that will allow them to sell beer and wine, I feel badly about that because I'm going to take the position that I want to support the recommendation to deny it. I just philosophically don't feel good about making it easier for a community that has already demonstrated that there are problems in

MV00101301

the general community; many alcohol related problems that the Police have documented for many, many years and I don't want to contribute to that. I don't want to make it more convenient for those folks who have had those problems and have made that problem for that community to make it easier for them to get any more of it or let them travel the longer distance. If they want the beer and wine, let them go the further distance. That's my personal opinion and I'm going to support the recommendations of our City Planners and our Police Department.

CHAIR DE JONG – Before I ask for any more comments I have just a question for Staff. I think I read that being a Conditional Use Permit; if there is any issue of non-compliance at all it can be revoked. Is that correct? Did I read that right?

PLANNING OFFICIAL TERELL – There is a process. If there is a concern, what would happen is we'd advise the permitee of that and we would bring forward something to the Planning Commission. We'd basically have another hearing and it would be a revocation hearing at which time the Planning Commission would hear evidence from both sides and then make a determination whether or not to revoke the Conditional Use Permit. So it's a process.

CHAIR DE JONG – How long approximately would that process take?

PLANNING OFFICIAL TERELL – We haven't done too many of them. I would say it is a 60 to 90 day process.

COMMISSIONER GELLER – I don't think I've ever done one and I've been here 14 years or something.

PLANNING OFFICIAL TERELL – Yes I know. I think we had one and I think it was related to a night club was the last time we had one, so it's pretty rare.

CHAIR DE JONG – Who would investigate that process; the Police Department for example?

PLANNING OFFICIAL TERELL – It could be the Police Department. It could be a complaint from the neighborhood that we would investigate. It could be you know… but it is usually internal. The other potential… the other thing that is obviously at risk is the alcohol license itself and I suspect that it's generally a more effective way. Say they lose their liquor license for bad behavior; then that would be a pretty simple reason to revoke the Conditional Use Permit. That would be evidence that would be presented. Obviously they couldn't operate under the Conditional Use Permit if they have no liquor license, but…

COMMISSIONER MARZOEKI – How would they lose their liquor license? How would they typically lose that?

PLANNING OFFICIAL TERELL – I'm going to ask the Detective.

MV00101302

COMMISSIONER GELLER – I can answer that. A sale to minor's violation…

COMMISSIONER SALAS – Drinking on premises…

COMMISSIONER MARZOEKI – All those things okay

PLANNING OFFICIAL TERELL – I mean they do an investigation. Either they would observe themselves inappropriate behavior on the part of the licensee or they would have a complaint they would investigate; meaning ABC, the Alcohol, and Beverage Control and I know they take it very seriously.

CHAIR DE JONG – So currently there is a license and we're voting on the Conditional Use Permit.

PLANNING OFFICIAL TERELL – No there is no license. They have applied for a license. The Police Department has recommended against granting that license which the City has to override; has to find that public convenience so if the Planning Commission was interested in granting this property owner or business owner that then we would bring it back and you would have to make a finding of public convenience which means the needs of the surrounding community overrode that limitation on the number of licenses in some proximity.

CHAIR DE JONG – Okay

DEPUTY CITY ATTORNEY BRYANT – And if I may add to that… In order to grant a Conditional Use Permit you know that you have to make the findings that it will not be detrimental to the public health, safety or welfare or be materially injurious to properties or improvements in the vicinity.

CHAIR DE JONG – Okay thank you.

COMMISSIONER BAKER – You know looking at these and I assume most of these signatures are valid on this petition that the landowners have put together. I mean there is a bunch and I don't know if it makes any difference on these applications where you know that I've been in the restaurant business and you know where we've had hard liquor or had full bar you have a lot more problems than a beer and wine deal and my feeling here with the track record that these owners have, which I'm not going against the Planning Commission or the Police or anything, but from what hearing here and from what they've been doing running the operation and everything with the food, I don't know why they would subject themselves to mess up the rest of their business for selling beer and wine. So from what I'm hearing it sounds like they are responsible. They want to come to bat and do this. I don't think it is on a profit deal. I think it is more of a convenience to the community and I think from what I understand they can always limit who they sell that too. I think the minors; what is it; you have to be over 25 to buy liquor now…

MV00101303

COMMISSIONER GELLER – 21 still

COMMISSIONER BAKER – So you've got that… Well you know there is nothing saying they have to sell the liquor to the person I mean I wouldn't think. So my deal is and I know the area has got its problems, but we've got other areas of the City that have their problems. It just doesn't seem fair to me that they should be denied a Conditional Use Permit on the situation especially when six out of those 8 are national chains that really don't sell per say over the counter type. I mean they are selling case goods and things like that and the other thing here is this is not a liquor store. If this was going in here as JR's Liquor Store here then I'd say no, but where it is part of a reputable market where they have their money invested in it, I say we take a hard look at moving forward with it. This is just my opinion.

COMMISSIONER MARZOEKI – Well this is a hard one. I came in here and I had read the Staff Report and everything and it was like… well I never make my decision until I'm actually sitting here because so many things always change, but I was already just to say okay well we've got too much saturation in the area here and we can't possibly go farther than that, but then finding out that you know most of those businesses are in Riverside, that puts a different light on it. This is a neighborhood market. It is serving the community. It is only open from 8 to 8:30, so there is limited hours. Can something happen; yes something can? You can drink any time of day, it doesn't really matter, but on the other hand, here I am a Planning Commissioner and I'm supposed to look out for the community as well and what is not to say that people can't go that extra distance and actually get the alcohol elsewhere, so I struggle with that female side of me along with the Planning Commissioner side of me. This is a really, really difficult one for me, but I think I side on the side of the applicants. Just the things that I've heard tonight about them; they are very good for the community; they are here to stay; they own the property; they'll probably be here for awhile. That is what my heart is telling me instead of my mind and I normally don't do this. I normally don't vote based on my heart, but my heart is telling me that this is something that we got to go forward with and not deny.

CHAIR DE JONG – Would you like to revisit

COMMISSIONER GELLER – Yes I would. I sat in on a number of these applications over the years and a few of them I was very unhappy that the Police Department in some cases didn't even bother to write a report and in some cases I was pretty surprised that they signed off on it and in some of them I'm sure that no one paid much attention to it. To me the most important thing for these types of… for this particular….for alcohol sales or for any decisions alcohol related, it is what can it do to the community in terms of crime and other issues. I mean that has to rank more importantly than anything else.

MV00101304

Whether it is profit, convenience or whatever, if there is any reasonable possibility it is going to increase crime or other issues in that community, there is no way I would vote for it. I mean I think that's a risk that is just not worth taking. I mean if somebody has to go a few more blocks, they have to go a few more blocks. I understand the one issue of convenience is it probably encourages people to drink more because they may not be inclined to go 20 blocks but they might walk across the street. I have to give great deference to the Police Department's opinion and I know this area, I worked it myself for many years working with the Moreno Valley Police Department and it is a serious crime area and antidotal of other evidences whenever there is alcohol people open the bottles and they open the cans when they get out the front door and start drinking before they get home and anyone thinks otherwise particularly if they are walking. They are not going to wait until they get home half the time. I have to follow... I mean I think the crime reports provide a very compelling story and in a very small area and if there is any reasonable possibility this could cause an increase in crime I'm not going to do it. I'm not going to vote for it. I don't think it is fair to the residents that live there.

I think one woman said her street was perfectly quiet. I don't know; like I say I worked it for many, many years and it's an area with its problems and I don't want to add to them. We do what we can to try to improve the City. Again the customers of Target and all those places... the practical side is there are not nearly as likely to go start drinking in the parking lot than people that walk to a convenience store. I mean you go to any convenience store that sells alcohol and you are going to see people drinking in the parking lot on their way out or whatever. This is one of the toughest in terms of these types of Conditional Use Permits. I don't have a clear; I am torn but I have to... like I say I complained when the Police Department didn't participate in the past in these decisions and at this point they have participated and they have given their opinion and I have to give it great weight, almost more than anything else absent it being completely unreasonable, so based primarily on the crime issue or the potential for crime issue and the surrounding neighborhood, I'm going to vote against it. The only thing that I'd ask that if I'm outvoted and the Commission is desirous of allowing it that we condition it like I said before that when they do the conditions that one of the conditions be that if the license goes up for renewal the CUP will terminate, so we won't at least have to worry about a new owner taking over that hasn't had the same scrutiny as this owner. Anyway I'm sorry. Like I say I have been torn heavily, but I have to give great deference to the Police Department in this matter because like I say I'm not here to approve something to increase crime in the City.

CHAIR DE JONG – Okay my turn. I am torn as well. Actually it is a hard one. I came in thinking it might not be quite as hard as it is. I have a lot of respect for communities and community markets and all that and the way communities interact with each other. I don't see that changing very much with either way this goes. Apparently it is a nice community and that's good and the owners are

MV00101305

responsible and that's good. I hope they stay that way. We very rarely get any real communication from the Police Department regarding our projects. Sometimes we do but often we don't and as Commissioner has been said it has been kind of lacking in the past and when we do get a report, it is important and I rate it and these are the people that are out there every day and they see what I don't see and they respond to what I'm not responding to and they are telling us that there is a large crime rate right now in that small concentration of area and I have to believe them. I have to go with that. I have to pay a great deference to their written opinion and their job is to protect the City of Moreno Valley and I hope the applicant and the people in that community understand that they are protecting them as well and I have to go ahead and agree with the City and deny this Conditional Use Permit on that basis, so thank you. It seems like we might have a split.

COMMISSIONER GELLER – I mean let me just make the motion that's recommended and we'll take the vote and see what the vote actually is…

CHAIR DE JONG – An aye vote would be agreeing with the denying.

COMMISSIONER GELLER – Correct, yes. I'm going to make a recommended motion and then assuming somebody seconds it, we'll take a vote and it if fails, then you know we'll have to…

CHAIR DE JONG – Okay, so bear in mind that an aye vote is to deny.

COMMISSIONER GELLER – Okay I'd like to make a motion that we **APPROVE** Resolution No. 2010-26 thereby **DENYING** PA09-0027 Conditional Use Permit, with no action on the environmental issue required.

CHAIR DE JONG – Okay is there a second?

COMMISSIONER DOZIER – Second

CHAIR DE JONG – All those in favor?

Opposed – 2 (Commissioner Baker, Commissioner Salas)

Motion carries 4 – 2

CHAIR DE JONG – Thank you. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall be final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you very much applicant and community for coming out and thank you for letting us hear your thoughts.

MV00101306

800 OTHER BUSINESS

810 Staff Comments

PLANNING OFFICIAL TERELL – Your next meeting will be January 13th of 2011 and I'm not sure exactly what will be on that Agenda; it's a little bit early, but there are several items that are close enough that we do believe that you have that meeting. There is a modification to the Robertson's Redi-Mix approval that you made some time ago and then there is a product change that is above 25% which we would require Planning Commission Hearing, so those two likely be coming forward to you. There may in fact be others or replacements for that. Other than that it is the end of the year. It is the holiday season and I wanted to wish you all a very happy holiday season. Sorry Bruce wasn't here because he bought me this tie, so I had to wear it and it is a nice tie but…

COMMISSIONER SALAS – It's a matter of opinion…

PLANNING OFFICIAL TERELL – It's a nice tie and that that's my story and I'm sticking with it and you know he did keep in touch and was very interested in coming to see George's recognition, but unfortunately he couldn't make it back in time.

CHAIR DE JONG – Okay, thank you

900 COMMISSIONER COMMENTS

COMMISSIONER GELLER – Well the election is final, finally so Marcelo Co will be sworn in next Tuesday along with my partner Richard Stewart for I think is his fifth term or something or maybe six. He has been in for 20 years.

CHAIR DE JONG – That's a long time

COMMISSIONER GELLER – Yes, yes, so anyhow congratulations to them and they had two new school board members sworn in for the Moreno Valley Unified on Tuesday, so anyway, Happy Holidays to all. Hanukah just ended and Christmas and New Year's and such are upon us, so Happy Holidays to everybody and we'll see you next year.

CHAIR DE JONG - Excellent, thank you.

COMMISSIONER SALAS – Happy Holidays to all, but Skechers is looking good. It is really getting up there. You've got to give the contractor a lot of credit. He's kicking you know what up there.

MV00101307

CHAIR DE JONG – Excellent. Is there a motion to adjourn?

1000 ADJOURNMENT

COMMISSIONER GELLER – So moved

COMMISSIONER SALAS - Second

CHAIR DE JONG – Thank you and good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Rick De Jong Date
Chair

MV00101308

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
JANUARY 27TH, 2011

100 CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

200 ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Marzoeki
Commissioner Salas, Jr.

Staff Present:
John Terell, Planning Official
Associate Planner Julia Descoteaux
Associate Planner Jeff Bradshaw
Suzanne Bryant, Deputy City Attorney

300 PLEDGE OF ALLEGIANCE

400 APPROVAL OF AGENDA

CHAIR DE JONG –Okay the next item is the approval of Agenda. May I have a motion for that?

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Thank you, is there a second
COMMISSIONER SALAS – Second

CHAIR DE JONG – Okay I heard a second. Is there any discussion? All those in favor?

MV00101309

Opposed – 0

Motion carries 6 – 0

500 PUBLIC HEARING ITEMS

CHAIR DE JONG – Item 500 is to advise the public of the procedures to be followed in this meeting and they are on display on the table by the entrance to the room.

600 PUBLIC COMMENTS

CHAIR DE JONG – Item 600 is an for comments by any member of the public to comment on any matter which is not listed on the Agenda but which is within the subject matter of the Commission and I have no Speaker Slips. Does anybody wish to speak right now? Okay I see no one coming forward.

650 NON-PUBLIC HEARING ITEMS

Approval of Minutes
November 18th, 2010

CHAIR DE JONG – Approval of Minutes for November 18th, 2010… somebody who was here.

COMMISSIONER GELLER – Are they out of order now?

CHAIR DE JONG – They are out order… Well I'm not out of order but they are out of order.

COMMISSIONER GELLER – Move approval

COMMISSIONER SALAS – I second

CHAIR DE JONG – Okay that's good. Is there any discussion for that? All those in favor?

COMMISSIONER MARZOEKI – I abstain

COMMISSIONER DOZIER – I abstain

CHAIR DE JONG – Commissioners Marzoeki and Dozier were not here so it is right that they would abstain.

MV00101310

Opposed – 0
Abstention – 2 (Commissioner Marzoeki and Commissioner Dozier)

Motion carries 4 – 0 – 2 (with 2 abstentions – Commissioner Marzoeki and Commissioner Dozier)

700 PUBLIC HEARING ITEMS

710

P10-093 Variance

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair De Jong and members of the Planning Commission. My name is Jeff Bradshaw. I am an Associate Planner with the Planning Division. The Item before you this evening; Item 1 is a request for a Variance from the Applicant Jose Navarro who is the property owner of a home located here in town at 12013 Marigold Avenue and the request is for approval of a exception or variance for parking requirements for a single-family residence. The Code requires a two car garage for all homes. In this case, the City is in the process of widening Ironwood Avenue and the result of that is the need from City to acquire a strip of land across the front yard of this property which will result in a reduced front yard and thus making the current garage unusable or unsafe and for that purpose the request for the variance.

The proposal is to construct a new single-car garage on the side of the home along with a carport and be able to provide two off-street parking spaces, but again still not being able to meet the current requirement. With the right-of-way acquisition the parcel size for the property there actually becomes smaller than our current standard and doesn't allow for enough area to place a two-car garage and that is the reason for the request for the variance. I know you have had a chance to review the Staff Report so I was trying to keep my presentation short, but I'd be glad to provide any additional details if you have any questions but that is the request.

CHAIR DE JONG – Commissioner questions of Staff?

COMMISSIONER GELLER – So I assume that if we didn't approve it the City wouldn't be able to take that land?

PLANNING OFFICIAL TERELL - Well they might still be to take the land but it would prevent the closure of the existing garage.

MV00101311

COMMISSIONER GELLER – So what are they going to do? Are they going to make it living space?

ASSOCIATE PLANNER BRADSHAW – That's correct. The garage will be closed at the Ironwood access and converted to habitable space.

COMMISSIONER SALAS – I'd just like to say that I live right around the corner from there and I understand exactly. It would be too dangerous for them to be able to back out onto Ironwood Avenue, so I have no problem with this. It makes total sense to do this.

CHAIR DE JONG – We're not quite deliberating yet, but thank you.

COMMISSIONER SALAS – Oh okay, I'm sorry. Well it's the truth.

CHAIR DE JONG – I've got a question for you. Does this basically have to do with the busyness of Ironwood right? I mean there are other locations in the City that I can point out that the driveway is less than the length of a car. It is very substandard but they are new developments in Sunnymead Ranch and they are probably maybe eight feet long or maybe even six feet deep but the street is not busy. Does that have something to do with it?

ASSOCIATE PLANNER BRADSHAW – Yes in this case it is an arterial. The concern is the speed and the volume of traffic in front of the house and it is a safety concern.

CHAIR DE JONG – Well I had a question that pertains to the variance. How is the carport going to be accessed? It doesn't seem like there is enough room for a car to go around it.

ASSOCIATE PLANNER BRADSHAW – The garage is actually designed as a tandem garage so there would be doors at both ends and they would be able to drive through and park in the carport and that is how they would access it.

CHAIR DE JONG – Okay, alright; so the original garage space; obviously the space is going to remain there so you can use it for storage or whatever.

ASSOCIATE PLANNER BRADSHAW – The proposal is to go in and redo the outside of the home so it has the same appearance as the rest of the front of the house; remove the door and convert it to habitable space.

CHAIR DE JONG – Right and the interior space of the garage would remain obviously in the same location so the homeowner can use that for whatever he chooses to use it for.

ASSOCIATE PLANNER BRADSHAW – Yes that is correct

MV00101312

CHAIR DE JONG – Since this is new, a single car with a drive thru is not going to offer any room for storage at all.

ASSOCIATE PLANNER BRADSHAW – That is true

CHAIR DE JONG – Alright, are there any other questions of Staff?

COMMISSIONER MARZOEKI – Just one minor question. When the house was originally constructed was the driveway constructed in the right-of-way or did that happen after the fact?

PLANNING OFFICIAL TERELL – When it was built; I mean currently the driveway meets standard and when this house was built which I'm guess was about 30 years ago or so, Ironwood wasn't a busy street, but it was built according to Code.

COMMISSIONER MARZOEKI – Okay according to Code… okay that was all.

CHAIR DE JONG – And there are no other houses that are or will be affected by this widening in this matter?

PLANNING OFFICIAL TERELL – No, not in this matter. There is another house I believe further down on Ironwood where they are actually relocating the door on the garage from the front to the side or the front to the rear; I can't remember, so it doesn't create the same issues here because they actually had room to do that.

CHAIR DE JONG – Okay thank you. Okay, seeing no more questions of Staff I'm going to go ahead and open Public Testimony and call the Applicant forward if the Applicant is here.

COMMISSIONER GELLER – If they want too

CHAIR DE JONG – If you want to come forward to the podium please.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – We are the owners of the property at 12013 and we have no objections of what is getting planned on there.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – He is saying that of today he has been having a lot of issues regarding the permits. He has been bringing them and they have been sending them back with codes; back and forth until today. This was about a week ago that the papers have been returned to him according to codes that are needed.

MV00101313

CHAIR DE JONG – The correction items I believe; right?

TRANSLATOR – Yes

APPLICANT - (The applicant is speaking Spanish)

TRANSLATOR – He said that before the reno paperwork and planning and everything that has been going on he hasn't hold anything. If it wasn't for him or for permissions, he would have done this job already. It would have been completed.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – Okay the only problem he is having right now is about the permits and we would like to know if there is going to be a fence covering our property for the safety of us living there.

CHAIR DE JONG – Okay I can direct that question to Staff

PLANNING OFFICIAL TERELL – Yes that is actually a question you would have to ask Mr. Henry No. This is should hopefully be the final permission to build the addition, assuming you've got your approval from the Building Department; correct?

TRANSLATOR – Yes

PLANNING OFFICIAL TERELL – So once you get approved or if you get approved tonight, then you could proceed with getting your building permit and then start construction. But as far as the fence, you would have to talk to Mr. No about whether that is included in your arrangement with the City or not.

TRANSLATOR – Okay, thank you

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – He was telling me the answer to the question that I asked you about the fence or anything that Mr. Henry had told him that was going to be possible for us to have it but he wanted to know if you guys are compromised to that.

PLANNING OFFICIAL TERELL – Well it's either going to be a block wall or wood fence. Okay you need to get a building permit for that but as long as you build it on or behind the new property line that should be fine.

TRANSLATOR – Okay

MV00101314

CHAIR DE JONG – Okay any other questions for us. So the family is happy with this and everything is good.

TRANSLATOR – He made his decision. He said he is happy about that Planning because he knows it is going to be better for us.

CHAIR DE JONG – The variance is all we have control over tonight; just the variance part. Okay, thank you very much.

APPLICANT – Thank you

CHAIR DE JONG – Thank you. I'm going to go ahead and close Public Testimony now and open Commissioner Debate. Who wants to go first?

COMMISSIONER GELLER – I don't think there is much to say if anything.

CHAIR DE JONG – There's not

COMMISSIONER GELLER - I'll make a motion unless somebody…

CHAIR DE JONG – Does anybody have anything to discuss at all? Okay, I'm open for a motion

COMMISSIONER GELLER – Okay, I make a motion that we **APPROVE** Resolution No. 2011-01; the first one of the year and thereby:

1. **RECOGNIZE** that Variance application P10-093 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines , Section 15303 New Construction or Conversion of Small Structures; and
2. **APPROVE** Variance application P10-093, subject to the findings in Planning Commission Resolution No. 2011-01.

CHAIR DE JONG – Thank you; is there a second on that?

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Thank you; is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council with 15 days.

MV00101315

CHAIR DE JONG – Thank you very much and good luck.

720

P10-104	**Variance**
P10-083	**Amended Plot Plan**

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners, I am Julia Descoteaux, Associate Planner. The item before you this evening is P10-104 for the Variance and P10-083 for the Amended Plot Plan. The Project includes an Amended Plot Plan for a change of use from retail to medical office use. The medical office use requires additional parking and due to the change of use and the proposed tenant improvements, the site improvements that are required to meet the minimum parking lot design standards.

A variance for the reduction in landscaping and end planters is the item that we are here for tonight. Variance findings can be supported by the unique circumstances or conditions of the project site. The site was developed in the 1950's with the retail and residential structures. There have been little or no changes to the site except for possible alterations to the interior of the structures. The surrounding area is mixed use. It has both residential and commercial uses as well. The access for the site will still be from Sunnymead Boulevard which is the main access currently. The new parking lot will be designed with a minimum of 17 parking stalls and also they'll be adding additional landscaping.

Again it won't meet the current standards but they will be putting as much as possible in there. The minimum requirement is five feet and I believe the plan shows approximately two to three feet depending on which location of the parking lot you are looking at. There will be cosmetic changes only to the exterior of the structure and in the interior of course; they will be doing improvements for it. The project will not have a significant effect on the environment and is therefore from the provisions of the California Environmental Quality Act as a Class 1 Categorical Exemption for Existing Facilities. The conditions of approval; I believe you have received the modifications; we've added two additional conditions that were left out of the first release. We're just requiring that any damages done to the existing improvements along Sunnymead Boulevard that are damaged, they have to be repaired. With that, I'll conclude Staff's presentation and we can answer any questions for you. Thank you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff?

COMMISSIONER SALAS – How many parking spaces short are they of what is required? You've got 17…how many should there be without a variance?

MV00101316

ASSOCIATE PLANNER DESCOTEAUX – Well they will still need the 17 parking spaces. We did get the minimum number of parking spaces required. It's the landscaping that is normally adjacent to the parking spaces that we couldn't get in.

CHAIR DE JONG – I have a couple of questions. On the bottom of page 2 of the Staff Report under Design, it mentions the existing residential structure is conditioned to remain vacant since no parking is provided. I couldn't find any condition that related to the existing residence. Did I miss something?

ASSOCIATE PLANNER DESCOTEAUX – No, we did try to provide for the parking of the structure but they won't be using the structure for the single-family, so…

CHAIR DE JONG – But it is not conditioned for that.

ASSOCIATE PLANNER DESCOTEAUX – Right, again I should have told you I needed to remove that. It shouldn't be a statement.

CHAIR DE JONG – One of my concerns then is what happens to this building. It just remains vacant and they're not touching it?

ASSOCIATE PLANNER DESCOTEAX – Yes, that's correct

PLANNING OFFICIAL TERELL – Well as I understand it, they could use the structure but they've chosen not to, so that's why it's not required to be vacant. There was a little bit of confusion as we were going through the process, so it is our understanding that the owner does not intend to use the structure and keep it vacant. They could use it for storage.

CHAIR DE JONG – That is my next question

PLANNING OFFICIAL TERELL – But there is sufficient parking should they choose to use it.

COMMISSIONER GELLER – Do they need a Certificate of Occupancy or something?

PLANNING OFFICIAL TERELL – For the house?

COMMISSIONER GELLER –Yes

PLANNING OFFICIAL TERELL – To re-occupy it?

COMMISSIONER GELLER – Yes

MV00101317

PLANNING OFFICIAL TERELL – No, the house is not a business

COMMISSIONER GELLER – So as a house?

PLANNING OFFICIAL TERELL – Yes; if they want to use it for storage then yes they will need a Certificate of Occupancy because that would be changing the use of the building.

COMMISSIONER GELLER – So if they wanted to rent it out or something they do that?

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Okay I have a couple more questions.... B12 (c) on page 3... I'm not trying to be picky; I really need to know how that is supposed to read. B12 (c) deals with the trees...

PLANNING OFFICIAL TERELL – The "at" and the "and" would be taken out

CHAIR DE JONG – It should say onsite trees shall be planted within the new landscape areas.

ASSOCIATE PLANNER DESCOTEAUX – That's correct

PLANNING OFFICIAL TERELL – That's correct

CHAIR DE JONG – Good... Condition F4... How does condition F4 apply to this project?

PLANNING OFFICIAL TERELL – Our understanding in discussions with the Fire Department is that it would not apply. The structures are within 150 feet of Sunnymead Boulevard and therefore they will not have to access the site, so that's why the driveways on this site are less than 24 feet, but it is not an issue with the Fire Department.

CHAIR DE JONG – Because their hoses are longer than 150 feet or 150 feet...

PLANNING OFFICIAL TERELL – They are 150 feet; maybe one or two feet longer I don't know, but the standard is 150 feet.

CHAIR DE JONG – Okay and the 13 foot vertical clearance... Is that an issue?

PLANNING OFFICIAL TERELL – No, because they won't be accessing this site. They won't be driving the fire truck on this site.

CHAIR DE JONG – How about an ambulance... aren't they taller than that?

MV00101318

PLANNING OFFICIAL TERELL – No

CHAIR DE JONG – They are less than 7 feet?

PLANNING OFFICIAL TERELL – The ambulances… I don't know if an ambulance is taller than 7 feet but for emergency access they're going to do that from Sunnymead Boulevard.

CHAIR DE JONG – Alright

PLANNING OFFICIAL TERELL – I was thinking an ambulance is less than 13 feet. The 13 foot standard is a fire truck standard.

CHAIR DE JONG – The drawings say the roof is seven feet, so that's why I was asking.

PLANNING OFFICIAL TERELL – Yes

CHAIR DE JONG – Okay and the last thing I have… the existing site lighting really doesn't seem to be adequate, there is only two fixture heads at the back of the site. Is that going to be at least… we're probably not going to change that but I at least urge Planning to look at that?

PLANNING OFFICIAL TERELL – We are… There is Condition P10 that requires…

CHAIR DE JONG – One foot candles and the half foot candle

PLANNING OFFICIAL TERELL- Yes, they'll have to meet that standard

CHAIR DE JONG – Okay I'm good. Are there no other questions? Okay, I'll call the Applicant forward and open Public Testimony. Please state your name for the record.

APPLICANT ESTAY – My name is Daniel Estay. I'm the Applicant for the project and also the owner's representative. This project is decided from the owners to accommodate existing clinics they have in the vicinity of Heacock and the present status is they are leasing offices. They want to own their own and have a more steady relationship in the City and be more stable where they can develop business of course. They found this property and even though it is tight in the existing conditions we are able to accommodate what they are looking for. Therefore the front building which is 3,000 feet has been adopted to accommodate what they need and the request for variance has to do with SAIT and limited space for most of the landscaping at this time, we are meeting the minimum parking and everything that we can in the landscaping approach to the

MV00101319

site and also doing minimum changes at this time where most of the inside is the real job.

On the outside we are only adjusting a couple of doors just to accommodate handicap access and also we will be adding light as was requested and of course is required. In the rear we have old CMU block wall that just the wind blew those so we'll be putting new walls and also the landscape and the parking lot and mostly is cosmetic but keeping the structure as it is right now and every condition that was set and explained we are open and of course to accommodate everything within our best effort. So far I don't see anything that I was not able to meet as requested by the Planning Division and any questions I'd be open to answer.

CHAIR DE JONG – Okay, are there any questions of the Applicant?

COMMISSIONER GELLER – You saw the two new Conditions P11 and P12 and you're okay with them?

APPLICANT ESTAY – Yes

CHAIR DE JONG – Okay I see no further questions. I think we're okay; thank you.

APPLICANT ESTAY – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate. Who would like to go first tonight?

COMMISSIONER GELLER – I really don't think there is much to debate. It is pretty straightforward. It is what it is. Sunnymead Boulevard is what it is, so absent anyone who would like to speak, I'll make a motion.

CHAIR DE JONG – I'll just say that I appreciate the effort to renovate this building. It has been vacant for a while and it is good to see this building being cared for and it is going to help this little section of Sunnymead Boulevard revitalize and that's good. I'm glad. It is very good that you have met the minimum parking and that is not an issue; that is more important than the width of the planter, although that being said I am glad that we have planters. It is a nice trade-off. So, myself, I am very much in favor of the project, so thank you. Go ahead Mike.

COMMISSIONER GELLER – I would like to make a motion that we **APPROVE** Resolution No. 2011-02 and thereby:

1. **RECOGNIZE** that P10-104, Variance and P10-083 Amended Plot Plan qualifies as an exemption in accordance with CEQA Guidelines, Section 15301 Existing Facilities; and,

MV00101320

2. **APPROVE** P10-104Variance and P10-083 Amended Plot Plan subject to the attached Conditions of Approval as amended, included as Exhibit A.

CHAIR DE JONG – Thank you

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay thank you very much and thank you sir, good luck.

730

P10-109 Amended Conditional Use Permit

COMMISSIONER BAKER – On this item, I live within 300 feet of this property so I am going have to excuse myself.

CHAIR DE JONG – Okay, thank you. Okay let the record reflect that Commissioner Baker has recused himself and left the room. May I have the Staff Report please?

ASSOCIATE PLANNER DESCOTEAUX – I'm Julia Descoteaux, Associate Planner. This project involves an Amended Conditional Use Permit within an existing structure for a Residential Treatment Facility with seven or more persons. The intent of this application is to amend the Conditional Use Permit PA07-0074 which was a Conditional Use Permit for a Residential Treatment Facility for Women and this Amended Conditional Use Permit will revise that Conditional Use Permit from Women to Homeless Male Veterans. This facility is an existing multi-family structure on the west side of Sheila Street and a Conditional Use Permit is required for all residential care facilities with seven or more persons. The project as designed and conditioned meets the minimum criteria for a conditionally permitted residential care facility within an R20 Zone.

This facility will allow a maximum of 12 occupants to reside in three of the three units with an office, staff counseling area and a manager's apartment in the

MV00101321

fourth unit. The proposed facility provides for transitional living services and supportive services to homeless male veterans living with a mental illness in an independent living environment. Per the attached letter of intent that you all received, the proposed facility would revise again the intended clientele from women with 24 hour staffing to veteran men, providing counseling and related services with a facility manager living on the site. No structural changes are proposed however the applicant will be conditioned to repaint the building with approved colors, add a trash enclosure and revitalize the landscape to reduce its non-conformity within the current design zoning.

The parking is a four-car garage parking with two additional spaces located to the rear of the complex that will be used for the facility van and staff parking. The project will not have a significant effect on the environment because it will occur within an existing structure and therefore is exempt from the provisions of the California Environmental Quality Act as a Minor Alteration to Existing Facilities. A public notice was sent out to all property owners within 300 feet, posted on the site and listed in the newspaper and to date I have not received any comments on this project. This concludes Staff's presentation and at this time we can answer any questions for you. Thank you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff?

COMMISSIONER MARZOEKI – What is the City Council target area?

PLANNING OFFICIAL TERELL – They identified some areas… an area and this is the only area that they have designated so far for focused attention using the Community Development Block Grant Program and this area was selected and the park that is up the street from here that was just completed, which was the result of a purchase of a liquor store and a car wash and the demolition of that was the focus of the target area in order to reduce crime in this area, which apparently has been quite successful.

COMMISSIONER MARZOEKI – So did they get additional funding for this through the CDGB's…

PLANNING OFFICIAL TERELL – No they didn't get any additional funding, it was just a way to focus it in this particular area rather than spreading it across the larger block grant area, which is just much more extensive.

COMMISSIONER MARZOEKI – Okay, thank you.

CHAIR DE JONG – Conditions P03 and P04 seem when I was reading it; they seemed to contradict each other. Maybe I'm not reading that right… or PD3 and PD4; I didn't have my glasses on. Low sodium…I know it's good for the diet.

MV00101322

PLANNING OFFICIAL TERELL – High sodium… yes it's good for the diet. I'm not sure why there is a contradiction of these. These have been conditions that have been…

CHAIR DE JONG – But is that true, are they contradicting themselves?

PLANNING OFFICIAL TERELL – Well one is low and one is high, so yes they do contradict…

CHAIR DE JONG – Okay, that's what I thought

COMMISSIONER GELLER – Are they low pressure sodium lights?

CHAIR DE JONG – They are; yes

PLANNING OFFICIAL TERELL – Yes

CHAIR DE JONG – And they both are calling for the exterior so here is one…

COMMISSIONER GELLER – One is over the light and one is over the door

CHAIR DE JONG – But it isn't clear; the first one could be over the door too because it says exterior.

PLANNING OFFICIAL TERELL – It is somewhat ambiguous.

CHAIR DE JONG – It could be taken that way, yes

PLANNING OFFICIAL TERELL – I mean I think if you had… the idea is that they want a certain kind of a light that you can actually see people better in. I guess one of these lights and I think is the high pressure sodium is the yellow light, so I don't think they want that kind of lighting because it is hard to distinguish people's features in it.

CHAIR DE JONG – They want the whiter light

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Okay, that would be low pressure

PLANNING OFFICIAL TERELL – Low pressure; yes that's right

CHAIR DE JONG – Would that still be true over the doorway as PD4 refers to?

PLANNING OFFICIAL TERELL – Yes… I mean if I had to guess, PD4 should be changed to low pressure also.

MV00101323

CHAIR DE JONG – Could we just eliminate PD4 and say low sodium even over the doors… I mean including over the doorway if low pressure sodium is what we want because we don't need to repeat the same thing twice.

PLANNING OFFICIAL TERELL – That would probably fine.

CHAIR DE JONG – I know it's a little thing but it is a thing.

PLANNING OFFICIAL TERELL – It's good because we can make sure that we change; we could contact the Police Department and have their standard conditions modified in the future.

CHAIR DE JONG – Okay, thank you.

COMMISSIONER DOZIER – Is there a store connected with this facility? Am I reading PD6?

CHAIR DE JONG – Yes I read this too.

ASSOCIATE PLANNER DESCOTEAUX – It's their standard conditions. We can remove that one as well.

COMMISSIONER GELLER – It'll have to be outside the front. Make sure it is in plain view

CHAIR DE JONG – Exactly, there you go. Okay are there any other comments to Staff. Okay seeing none I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name for the record. Thank you.

APPLICANT YOUNG-LOWE – I'm Karyn Young-Lowe. Good evening Commissioners, Staff and neighbors and residents of Moreno Valley. Please allow me to first begin by thanking the City of Moreno Valley Planning Department. I want to say a special thank you to Julia Descoteaux and also to Yahnel Bishop. The Planning Staff has been extremely helpful and supportive during our application period and I very much appreciate their efforts and work in preparing us for our application and this Hearing. As I said my name is Karyn Young-Lowe and I am the President and CEO of Lighthouse Treatment Center. Lighthouse has been a part of the Moreno Valley community since 2007.

In fact as you heard in the Staff Report in 2007 we were awarded a Conditional Use Permit to provide residential substance abuse treatment services to women and women with children. We also have a license from the State of California to provide residential treatment services and were awarded that license in January of 2008. Unfortunately with the significant budget cuts to social services our agency has been unable to secure funding to provide the services under our

MV00101324

current CUP, however I am very excited to let you know that we have been awarded funding through the Department of Veteran Affairs or the VA to provide transitional living services and supportive services to male homeless veterans who are living with a mental illness.

Lighthouse Treatment Center is a highly structured program and our program services are maintained in a drug and alcohol-free environment. Case management services and group activities will be conducted throughout the day and our residents are required to sign in and out of the facility. We also impose a curfew on all of our veteran residents. Veterans can stay in our program for up to 24 months however the goal of the VA and also of Lighthouse is to have our veteran residents remain with us only for 12 months and for them to be in a permanent living situation after those 12 months. The overall program goals include residential stability for each veteran, an increase in income and skill level for our veterans and also a greater sense of self-determination. Each veteran participating in the Lighthouse program will develop a comprehensive service plan and the Lighthouse staff lists each veteran in a meeting his goals through individual case management services, on-site group experiences and also through referrals to other community base providers. All the residents will receive their medical, dental and mental health services through the Loma Linda VA Medical Center. Our grant is a partnership with the VA. As stated in the Staff Report we do have a live-in manager and he is responsible for monitoring our residents as well as our facilities. Transitional living services are provided to 12 residents at any given time and food and household supplies are provided by Lighthouse. We feel extremely honored to have the opportunity to provide this much needed service to some of our nation's hero's and I just want to acknowledge that I have my facility manager with me Alvin Bennett and also two of our veteran volunteers have also come with us this evening, so I want to acknowledge them. Thank you so much gentlemen for being here.

In closing we are very excited about the Staff recommendation and for approval of our Amended Conditional Use Permit and we have read the attached Staff Report and the conditions and we are in agreement with all of the conditions, however I would like to request a slight modification in Condition P6 and that condition states that prior to occupancy the building shall be painted. We're hoping that this condition could be placed on the same time-line; the same 90 day time-line as the trash enclosure and the landscaping. This would allow our agency the needed time to secure funding for the painting and also time for us to meet with the City because we do have to review our color choices with the City and they have to approve it.

Finally, our Board of Directors; our Community Advisory Committee and our Staff look to forward to partnering with the City of Moreno Valley to continue to build our community and also to provide the best services possible to our residents. I thank you very much for your review and consideration of our application and I am available for any questions that you might have.

MV00101325

CHAIR DE JONG – Are there any questions for the Applicant?

COMMISSIONER GELLER – Yes hi… In 2008 was it operational with the women and women with children?

APPLICANT YOUNG-LOWE – Unfortunately we have not been operational. We have not been able to secure funding and for a large residential program you do have to have a big grant in order for it to cover everything, so no; but we were given our license. It's kind of the chicken before the egg. You have to be licensed before you can even begin services.

COMMISSIONER GELLER – Okay, so you have the CUP but you've never actually operated in that facility?

APPLICANT YOUNG-LOWE – No

COMMISSIONER GELLER – Okay, what is Staff's position on the 90 days?

PLANNING OFFICIAL TERELL – We're open on that. Obviously we'd like to get the improvements as soon as possible and we usually tie it to a Certificate of Occupancy if we can, but it can be later. It's at the pleasure of the Planning Commission.

COMMISSIONER SALAS – Okay, are you planning on housing 12 veterans in this residence at this facility?

APPLICANT YOUNG-LOWE – Yes we are. Actually our former CUP allowed us to house 15 in the same configuration, but the State was allowing us to do bunk beds and the VA does not want us to do bunk beds, which is why we are only doing 12 people.

COMMISSIONER SALAS – Okay, thank you

CHAIR DE JONG – Okay, I noticed the inclusion of new Conditions of Approval P3 and P4; the POP and the security on site. Do you feel there is any danger to neighborhood or the community with the mental illness that we are talking about?

APPLICANT YOUNG-LOWE – I don't; I don't because all the people that we will be providing services to are able to live independently. They'll be people who would be stabilized on their medication and they go through a pretty rigorous evaluation before coming in to us. We are also always assessing them. They are being assessed by our Staff as well as by the VA staff and we have pretty strict rules in terms of whether or not you are actively participating in your mental health plan; that means seeing your Psychiatrist and your Therapist on a regular basis. We have waivers that we sign back and forth so that we can release information to the VA and they can release information to us and also you must

MV00101326

be stabilized on your medication and you must be taking your medication. But these are folks that are independent and really we are a transition for them.

CHAIR DE JONG – Okay, I noticed in your letter that you mentioned that part of the program they have to check in and check out rigorously. Are they allowed to check out and then wander out or walk away I should say. Forgive me for asking, I don't know.

APPLICANT YOUNG-LOWE – No, no, no I that's okay. I just want to be clear on what you are asking. Do you mean if a person decided that they wanted to leave the facility would they…

CHAIR DE JONG – By checking out do they just sign their name out and then allowed to walk through the community.

APPLICANT YOUNG-LOWE – I'm sorry; no. Actually our sign out log says what their name is; where they're going and when they are going to return, so no, they're not just wondering around and we also have a pretty rigorous program, so they have structured things that they are doing all during the day.

COMMISSIONER GELLER – It's not a locked facility though?

APPLICANT YOUNG-LOWE – We are not a locked facility. It's a transitional living program… yes not locked at all, but that's a good question.

CHAIR DE JONG – I'm just trying to get a feel for the…

APPLICANT YOUNG-LOWE - … of kind of seeing it; yes I understand

PLANNING OFFICIAL TERELL – Chair De Jong, P3 is a standard condition that we now apply to any new or renovated multi-family complex, so that's related to… just insuring there aren't any problems; not because we think there are problems and then P4 actually is a carry-forward from the original approval. The Police Department just wanted the opportunity after either the original facility or if you approve it, this facility as an operation just to assess it to see if there is any need for any additional security measures, so there might be any.

CHAIR DE JONG – I didn't mean to imply that there were, I just thought it was bold; which it's means it is a new item and not a standard condition.

PLANNING OFFICIAL TERELL – Right it is special; yes

APPLICANT YOUNG-LOWE – And if I could also just make one comment about that. The VA has a very rigorous inspection process that they go through and actually the VA Police came out and inspected our building; three of them. They come out and do an inspection and we are certainly happy for Moreno Valley

MV00101327

Police Department to come out also and they come out at least on an annual basis, but they let me know that can kind of come out anytime and we said we welcome you coming out anytime.

CHAIR DE JONG – Sure and your clients want to be in your facility; they want to be in there so they can get themselves…

APPLICANT YOUNG-LOWE – Oh most definitely, most definitely…

CHAIR DE JONG – That's the key right there

COMMISSIONER DOZIER – Yes I had a question. It said that because of the change in CUP that you would not have to provide an awake staff 24 hours, however there is someone living there. There is staff living there on the premises.

APPLICANT YOUNG-LOWE – There is

COMMISSIONER DOZIER – 24 hours

APPLICANT YOUNG-LOWE – Yes there is

COMMISSIONER DOZIER – Okay, but they're not necessarily there 24 hours. Staff on their off hours could leave the facility.

APPLICANT YOUNG-LOWE – They could because it is a more independent population than we were originally going to serve. For the residential treatment population you have people that are coming in there, still in their very early sobriety and so that's why we were having awake onsite staff, but for a transitional living program, people are much more independent. They probably have already gone through a treatment program if they had to do that and as I said before are also stabilized on their medication, so there doesn't have to be an awake person with them, but we do have a live-in person plus I'm there and we also have volunteers that are assisting us.

COMMISSIONER DOZIER – So there would be someone on duty per say

APPLICANT YOUNG-LOWE – Not necessarily for 24 hours; probably almost 24 hours but I do have to let Alvin have a little time off, so yes he would you know, but we're available. There are phones in each of the units and as I said it is a more independent population than we were originally conditioned for.

COMMISSIONER DOZIER – So people can sign in and out and that's all they have to do is sign in and out; where they are going and when they are coming back… Right, okay, got it.

MV00101328

COMMISSIONER GELLER – This is to Staff, but I don't think she'd object. Do you see any reason not to eliminate also PD5, PD7 and PD8? I don't think they have any application in this facility.

PLANNING OFFICIAL TERELL – I believe they would want PD8… PD7 yes I don't think there is any issue in removing that and then actually PD5 is actually a pretty standard condition. Obviously they don't have a parking lot so I think we could remove that.

COMMISSIONER GELLER – So they want "No Loitering" signs. I mean okay…

PLANNING OFFICIAL TERELL – Well they require them on certain multi-family properties.

COMMISSIONER GELLER – Okay it just seemed kind of strange, so Staff concurs to eliminate 5, 6, and 7… PD 5, PD6 and PD7

CHAIR DE JONG – Not 6

ASSOCIATE PLANNER DESCOTEAUX – 6 and 7

COMMISSIONER GELLER – Well there is no parking lot

PLANNING OFFICIAL TERELL – Yes there is no parking lot, so we can 5, 6, and 7 out and I think the other one that we talked about earlier.

CHAIR DE JONG – Where are we at, sorry what number?

COMMISSIONER GELLER – Well what are we going to do with PD4… just verify whatever kind of lights they need to put they'll put? We don't need to decide that tonight… yes okay.

CHAIR DE JONG – But Staff realizes now that they contradict so they'll be watching for that. Alright, any other questions of the applicant? Okay I see none, thank you. Okay I'm going to close Public Testimony and open Commissioner Debate. Who would like to go first?

COMMISSIONER GELLER – I'll go first. Yes I remember; it was quite a few years ago approving it before and it's never been used, so I don't really see any significant problems. The neighbors don't seem to be concerned per say. I'm not concerned and I don't have a problem giving them the 90 days to finish the painting also. I just want to make sure that it gets done, but I guess; like the other two things, I suppose the City could revoke their CUP if they don't comply with the conditions. I don't have any problem giving them the 90 days to do the painting because I know that can be rather pricey and the other improvements and that way they can potentially have one contractor do everything at the same

MV00101329

time, so I'm supportive of the project with those changes and allowing them 90 days to complete the painting portion of it.

COMMISSIONER SALAS – If they are going to be able to come in and out and with the new park down there, are they going to be able to just go down there and just hang around the park or can they… that's my only concern.

PLANNING OFFICIAL TERELL – Well there is issues…I mean there are prohibitions against loitering in a park also and if that was an issue… The reason this is a Conditional Use Permit is if those kinds of issues arise then we have the ability to review or first of all talk to the applicant and have them address the issue and if they don't address the issue they have the potential to lose their CUP.

COMMISSIONER GELLER – They're not prisoners though

COMMISSIONER SALAS – I understand that; I understand that. Okay, thank you that's all I have.

COMMISSIONER MARZOEKI – What about the 90 days for the painting?

COMMISSIONER GELLER – What about it?

COMMISSIONER MARZOEKI – No you said okay, but Commissioner Salas…

COMMISSIONER SALAS – 90 days is sufficient. I think we could give them a break on 90 days but I think they need to get it done quicker… the sooner the better because the area is pretty run down, so yes…

COMMISSIONER MARZOEKI – And I support the project as well and I'm fine with the 90 days.

COMMISSIONER DOZIER – Yes I want to thank Ms. Lowe for having this kind of facility for helping our veterans. I appreciate it very much and I'm supporting the project and good luck to you.

CHAIR DE JONG – Okay and I also will support the project. Thank you very much. This project is commendable. I'm sorry you couldn't get off the ground in 2007 but this is a good turnaround. This is a needed project. I'm also in support of the 90 days. The reason of course that we usually tie it to occupancy is we need to make sure that it gets done and we still need to make sure that it gets done. As it was mentioned earlier the CUP could be revoked if it needs to be and I don't think it will come to that, so you know it has to be done and we know it's going to be done.

COMMISSIONER GELLER – We'll come knocking on the door if it's not painted.

MV00101330

CHAIR DE JONG – So that's that. Are we ready to make a motion?

ASSISTANT CITY ATTORNEY BRYANT – Excuse me Chair; sorry to interrupt. Did you ask for any other comments from the Public on this issue?

CHAIR DE JONG – I might not have. Thank you. I don't have any Speaker Slips, but let me do that right now. Thank you. I'll reopen Public Testimony and is there anybody who would like to speak on this item that did not turn a Speaker Slip in? Now is the opportunity. Okay seeing nobody coming forward, I'm going close Public Testimony and continue Commissioner Debate and am ready for Commissioner Geller to make a motion. That's three... nobody else wants to make a motion? It's a slam dunk tonight sir!

COMMISSIONER GELLER – I'd like to make a motion that we... and to just verify for the record the changes that we've made; P6, they'll have 90 days to comply; we're eliminating PD5, PD6 and PD7 and PD3 and PD4 will be reviewed and they'll come up with a consistent kind of lighting that meets the requirements of the Police Department.

CHAIR DE JONG – Correct, good.

COMMISSIONER GELLER – Okay with those changes noted I make a motion that we **APPROVE** Resolution No. 2011-03 and thereby:

1. **RECOGNIZE** that P10-109 Amended Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15301 Existing Facilities; and,
2. **APPROVE** P10-109 Amended Conditional Use Permit subject to the attached Conditions of Approval as amended, included as Exhibit A.

CHAIR DE JONG – Thank you; is there a second to that?

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Okay is there any discussion? All those in favor?

Opposed – 0
Abstention – 1 (Vice Chair Baker)

Motion carries 5 – 0 – 1, with one Abstention (Vice Chair Baker)

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

MV00101331

CHAIR DE JONG – Thank you. Actually he wasn't absent, he was recused. Thank you and good luck to you.

800 OTHER BUSINESS

810 Staff Comments

PLANNING OFFICIAL TERELL – You will not have a meeting on February 10th, but as there always are lately, several projects which are really close, so it's possible there will be a meeting on February 24th. If that seems like a possibility we'll be contacting you in the next couple of weeks to check on your availability, otherwise the items will just push over into your March meeting.

CHAIR DE JONG – Okay thank you

COMMISSIONER GELLER – When do the terms of the existing Commissioners end if they choose not to reapply or they don't reapply or they or not?

PLANNING OFFICIAL TERELL – They don't end until the new Commissioners are selected?

COMMISSIONER GELLER – Okay there is not a date certain.

PLANNING OFFICIAL TERELL – I mean technically?

COMMISSIONER MARZOEKI – March 31st

PLANNING OFFICIAL TERELL – Yes it will be March 31st or April 1st, but it's until the new Commissioners are selected which might be by March 31st.

COMMISSIONER GELLER – If anyone wants to apply I think they have until tomorrow.

CHAIR DE JONG – No it's today; today was the deadline

COMMISSIONER GELLER – That's right; this is Thursday, so I guess it's over

CHAIR DE JONG – It was today at five; so they are done

COMMISSIONER GELLER – Too late; sorry

MV00101332

900 COMMISSIONER COMMENTS

CHAIR DE JONG – Are there any Planning Commissioner comments?

COMMISSIONER GELLER – For those that didn't want to suffer through the meeting on Tuesday or haven't seen the newspaper, the City has agreed to hire a new City Manager and I think he is taking February 2nd?

PLANNING OFFICIAL TERELL – I think it's the second week in February. It is like the 7th or something like that

COMMISSIONER GELLER – So anyway, certainly on behalf of myself and hopefully the rest of the Planning Commission, I'd like to welcome the new City Manager formerly of Rialto or soon to be formerly of Rialto.

CHAIR DE JONG – Right; thank you. Is there anybody else? I'd just like to say I saw the new monument sign at the east end of Sunnymead Boulevard. That just popped up there this week and lit up it looks great; it looks nice. It's not too big and not too small; just right.

1000 ADJOURNMENT

CHAIR DE JONG – I'd like to hear a motion for adjournment

COMMISSIONER GELLER – So moved

CHAIR DE JONG – Is there a second?

COMMISSIONER SALAS - Second

CHAIR DE JONG – Thank you; we have a motion and second. Good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Rick De Jong Date
Chair

MV00101333

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
FEBRUARY 24TH, 2011

CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Salas, Jr.

Excused Absence:
Commissioner Marzoeki

Staff Present:
John Terell, Planning Official
Jeff Bradshaw, Associate Planner
Mark Gross, Senior Planner
Eric Lewis, Traffic Engineer
Mark Sambito, Principal Engineer, Land Development
Clement Jimenez, Senior Engineer, Land Development
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney

PLEDGE OF ALLEGIANCE

MV00101334

APPROVAL OF AGENDA

CHAIR DE JONG –Thank you, the next item is the approval of Agenda.

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Is there a second

COMMISSIONER SALAS – Second

CHAIR DE JONG – Is there any discussion? Okay, all those in favor?

Opposed – 0

Motion carries 5 – 0

PUBLIC HEARING ITEMS

CHAIR DE JONG – The next item is to advise the public of the procedures to be followed in this meeting and these are on display on the table by the door.

PUBLIC COMMENTS

CHAIR DE JONG – Our next item is an opportunity by any member of the public to comment on items which are not listed on the Agenda but which is within the subject matter of the jurisdiction and I see no one coming forward and I have no Speaker Slips.

NON-PUBLIC HEARING ITEMS

CHAIR DE JONG – We have no Non-Public Hearing items and we have no approval of minutes tonight.

PUBLIC HEARING ITEMS

1. Case Number: P10-031 (Amended Conditional Use Permit)

CHAIR DE JONG – May I have the Staff Report please?

MV00101335

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair De Jong and members of the Planning Commission. My name is Jeff Bradshaw. I am an Associate Planner with the Planning Division. Item 1 is an Amended Conditional Use Permit. It has been submitted at the request of the Applicant with the proposal to expand an approved concrete Batch Plant onto an adjoining parcel that was previously approved for development as a self-storage warehouse facility.

The project site is located in the western portion of the City. It is on the east side of the Old 215 Freeway and about 1,000 feet south of Alessandro Boulevard. Surrounding uses in the area include a mixture of commercial and non-conforming residential uses to the north in the vicinity of Alessandro Boulevard. There are light manufacturing and warehouses to the east. Surrounding the project site on approximately 20 acres is the Gateway Business Park Project which was approved a couple of years ago and with similar zoned vacant land to the south and March Air Reserve Base also further to the south near Cactus Avenue.

The property owner owns both the Batch Plant site as well as the site that was approved for the self-storage warehouse facility and since the approval of both of those projects, the developer of the self-storage warehouse has withdrawn interest in pursuing that project and so Robertson's had taken a look at the vacant property and approached the City with this application to build or to expand their operations onto that adjoining parcel which would result in an increase in project size from 2 acres to 5 acres. The expanded area would be used to store concrete delivery trucks as well as the material that is processed or produced there on the site.

It is important to note that while the site area is increasing the daily production of the operations of the Batch Plant, all the things that were originally approved by the Planning Commission will remain the same and so except for an increase in area the conditions that were originally applied to the Batch Plant would also continue to apply and govern the operations of the Batch Plant. The facility was also approved originally with a Variance because of the location of a high pressure gas line along the western frontage of Old 215 frontage road and the project has been designed to basically respect that same setback and so it is designed for consistency with the variance that was approved originally. Again the Batch Plant in terms of production and operations will continue to operate just exactly the same way as was originally approved. With the site area now being larger; the building that is proposed along the frontage would increase in length so it could continue to act in the capacity of screening the operations from view from the public right-of-way and so the building would go from 195 feet in length to 286 feet. The design in terms of appearance, colors and materials is all exactly the same as what was approved by the Planning Commission originally.

MV00101336

On the wall there I have posted a number of exhibits. The top two exhibits; the larger size exhibits represent what is proposed with this application. The smaller exhibits are there for reference to show what the site layout was for the original approval and then there is a color exhibit available to basically represent the colors in concept again for that building and again it is conditioned to look exactly the same as it was presented to the Planning Commission originally. The expanded site area will be screened by perimeter walls along the north, east and south and those will vary in height from 18 feet to 12 feet depending on the location of the property line. Conditions of approval and mitigation measures that were applied to this project originally that were specific to the operation of the self-storage facility have been removed from the conditions of approval because they no longer apply and those related primarily to requirements on the Batch Plant to protect the caretaker's residence that would have been located within the self-storage facility from the noise that would have been generated from the Batch Plant. So again in terms of design the Amended CUP is consistent with what was approved originally and conditioned in a similar fashion to what was approved by the Planning Commission in August of 2008.

We are also presenting to you an Addendum to the Mitigated Negative Declaration. The changes to this facility were minor enough that we went through the Initial Study check list and updated the project description, but there was not a need to go back and examine any of the check list questions or respond any differently to those and so a new environmental was not required but just rather an addendum to what was prepared originally. Standard notification was completed for this project and as of this evening I received two inquiries. We provided you copies of the correspondence that I received. One was a letter from the City of Riverside and the other was a letter from the adjacent property owner to the north.

The other item that has come to you after circulation of the Staff Report was a memo that Planning had prepared with some recommended revisions to the some of the Planning conditions. After the Staff Report was complete, the Applicant had a chance to review the conditions of approval and had indicated some concerns with some of the Planning conditions and some Land Development conditions and my understanding is that following conversations with Staff, that the Land Development conditions were acceptable but Planning did agree to work with them to make revisions to conditions P1, P11 and P17 and so we would be recommending those revisions to the Planning Commission for approval.

COMMISSIONER GELLER – Do you mean P13?

ASSOCIATE PLANNER BRADSHAW – You are correct. There is a typo in my notes to myself... P1, P13 and P17. Thank you. With that, that completes my presentation and I would be happy to take any questions that you might have.

MV00101337

CHAIR DE JONG – Are there any Commissioner questions?

COMMISSIONER GELLER – So the… whatever color this is…the applicants agreed to these changes to the conditions; the P1, P13 and P17 addendum sheet?

ASSOCIATE PLANNER BRADSHAW – Yes my understanding is that they are okay with the changes we made there.

COMMISSIONER GELLER – And looking at the City of Riverside note isn't that already done in this project… their concerns?

ASSOCIATE PLANNER BRADSHAW – Yes, Staff felt like we had addressed all the items that they were asking to take note of as we reviewed the project.

COMMISSIONER GELLER – And the letter from Andland; is there anything being done on it?

ASSOCIATE PLANNER BRADSHAW – I know that the two parties have been in conversation today and I believe maybe arrived at a resolution but they are both here this evening and are available to talk to.

COMMISSIONER GELLER – Okay

PLANNING OFFICIAL TERELL – Yes and on that one, we just felt it was not an issue that the City should not take sides on.

COMMISSIONER GELLER – Okay, I'm not disagreeing I'm just inquiring. That's it for me. Thank you

CHAIR DE JONG – Are there any other Commissioner questions? Okay I have a couple of questions. On P1, even on the new revised one, I see that it calls for tree screening of course on all sides as well as the north, however it doesn't call for interior tree screening that is shown. Is there a reason for putting it on the interior? I mean really to me the purpose of tree screening is to screen the property and the walls and so on and by putting it on the inside, we're really losing half the screening value.

ASSOCIATE PLANNER BRADSHAW – The intent there is to be able to control more of what is happening with the trees and the landscape irrigation and not to have to worry about maintenance that would need to occur outside of the property line. In terms of the screening function of the trees; at maturity would anticipate the canopy and all that would be up above the height of the wall and so it didn't appear to Staff that by moving the trees to the interior of the property we would lose the benefit of the screening function of those trees.

MV00101338

CHAIR DE JONG - Okay

PLANNING OFFICIAL TERELL - Yes we're actually looking at the future development providing that softening effect that you're talking about on the wall. The trees were intended to screen what is behind the wall.

CHAIR DE JONG – The apparatus and so on… understood

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Tell me where do truck drivers park on the site? It wasn't apparent. No those are trucks. I mean when they come to work in their personal cars… personal car parking…

ASSOCIATE PLANNER BRADSHAW – The striped spaces would allow for some of that. In terms of the actual operation though…

CHAIR DE JONG – Well I mean it's calling for it; the large spaces are calling for cement truck parking and I was just curious if we're allowing for the truck drivers to drive their personal vehicles to the site and park and then take a Robertson's truck out because it wasn't apparent.

PLANNING OFFICIAL TERELL – Yes I think the Applicant can probably fill in better but this is a similar approach to the original. There are places to park I believe closer to the office and then the drivers could in essence park where the trucks are because there is only going to be one or the other in that place at one time.

CHAIR DE JONG – Logical, but I just…

PLANNING OFFICIAL TERELL – But I think the Applicant who operates many of these plants would be better able to tell us how they really like to park.

CHAIR DE JONG – That would be ideal. Okay that's all for now. I see no more questions so I'll go ahead and open Public Testimony and call the Applicant forward.

APPLICANT – Hi, good evening. My name is Christine and I'm with Robertson's Redi-Mix. I'd like to thank the Planning Commission for giving us the opportunity to speak tonight. I'd also like to thank Staff. Jeff Bradshaw has really been a pleasure to work with, so we appreciate that. You can't always say that. We want to also express how excited we are to be moving forward right now. It's been a very slow several years. It feels great to be pushing a project forward again. Our guys are excited about moving over here so we're very excited about moving forward. We've read the conditions and we've agreed to all of them except for one condition that we still have concerns with and that is P8, simply

MV00101339

because the building does exactly what it is designed to do and that is to completely screen the site. We have a very similar site over in Lake Forest and we made an architectural change where the building kind of cut and then trimmed back and we put a screen wall and you can peek through and still see the equipment, so we wanted to go ahead and bring it from driveway to driveway to just really provide a great screen for Old 215. We know there were concerns about the visual from Old 215 and I have a photo of our Lake Forest Plant that I think will help you to understand what I'm talking about.

CHAIR DE JONG – So you in essence would like to eliminate the planter?

APPLICANT – No, there will be one planter that wraps around the driveway that would cause us to cut that material building short.

CHAIR DE JONG – Okay

APPLICANT - It would be… what we'd like to do is build it per the site plan; the way it is laid out now. A condition was added that the building would have to maybe have a notch cut into it or cut short and put the wing wall back, but the changes were made to eliminate any kind of peek effect where you could peek back and see the equipment. We've also spoken with Wes Alston and Rance Ferry regarding their concerns. They've been satisfied and they're happy with the screening as it currently is and they met with me just before the Hearing and asked me to mention that. Our building plans are ready for submittal and with your approval we'll be ready to begin constructing by the summer, which we'd sincerely like to be doing, so we're asking for your approval tonight. I wanted to answer one quick question regarding the parking. The way it works is our guys when they arrive at the site, they start their truck up and they pull it out and then they put their personal into the space. That's the way it is done.

CHAIR DE JONG – That answers that question. Thank you. Are there any Commissioner questions?

COMMISSIONER GELLER – So you want P8 eliminated? I just want to be sure.

APPLICANT – Changed… changed where the planter won't be wrapping around the corner of the material storage building.

COMMISSIONER GELLER – What would you want it say?

APPLICANT – Exactly as the site plan is laid out now, just to eliminate the planter that would wrap around the edge of the building.

PLANNING OFFICIAL TERELL – Yes I think if it is per plan, then I recommend that you just eliminate or delete that condition and I had a chance to take a look at the picture. While I would say that I prefer the clip and it is not a big deal,

MV00101340

there is all the landscaping all across the front as well as the benefits of having the higher wall wraparound and fully screen the equipment from Old 215. So typically we'd ask for a planter adjacent to a driveway, but this is a little bit different and it gives the Planning Commission the discretion, if they agree, to eliminate that condition.

CHAIR DE JONG – Alright. Are there any other questions of the Applicant? I think we're okay. Thank you very much

APPLICANT – Thank you.

CHAIR DE JONG – Okay I see nobody else wishing to talk, so I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Actually I think having another mini-storage place, there is probably some benefits to just them expanding the plant because actually there would be less traffic and less of everything and a mini-storage places can have all kinds of problems. I don't see any problem with the project and it will be very nice to get it out of the more prime land in Moreno Valley. I know we've been working on this for years and years. I guess we approved the last thing in '08 and now we're in '011, so I would like to get them on their way and I don't see any reason not to eliminate P8 and let them move forward.

COMMISSIONER SALAS – I agree with Commissioner Geller. It's going to be a great thing to get it out of where it's at now and to move it off of that main corridor on Day Street will be a great thing. I have no problem with the project.

COMMISSIONER DOZIER – I just wanted to make a comment that what some people don't realize is that when you are in a growing situation and it's been slow yes, for the last couple of years, but we are hoping that we are starting to see signs of it picking up. A lot of our space is being filled, so that will encourage developers to want to start building again and when they start building again and it is critical for any region or area to have easy access to the building materials; the concrete; the batch mix and sometimes in planning we say okay we want to get rid of those kinds of projects and we want to push them out; we want to push them further out; you know further away where they can't be seen, when in fact you have to stay strategically in a place where it is more cost effective and economical to provide that service; to provide that good and that service so that you can build out.

We are accomplishing this here in Moreno Valley and we should pat ourselves on the back that we solved a couple of problems. We took a batch plant out of a part of our City where we want to do a little more upscale other kinds of projects, but we didn't push them out too far where it would cost our developers more to develop here within our City, so we are accomplishing a lot of things by having this move and they don't have to more very far; it's kind of like right down the

MV00101341

road. So I think it is a win, win for a lot of different reasons and I'm happy to see it and I'm happy we finally got to a happy medium where everybody could get what they need and we could actually serve all of those needs.

CHAIR DE JONG – Thank you

VICE CHAIR BAKER – Yes I spent some time down on this location this afternoon. I think this is and to reiterate what the other Commissioners said, this is a win, win deal for the City and Robertson's and everybody involved and I think this a great location for this facility. It is probably going to be a plus for down in that area so I'm one hundred percent behind it and let's move forward.

CHAIR DE JONG – Good, I also would like to voice my support, however this is deliberation and I would like to add one little comment. The storage building in there; that's a 35 foot wall and it is a pretty blank wall. I'd like to see a band of color across the top. First of all what do we think of that? I mean just a little… we're talking about a 35 foot wall.

PLANNING OFFICIAL TERELL – Well there is a screed line there and you are talking about a different color…

CHAIR DE JONG – From the screed line up

PLANNING OFFICIAL TERELL – Above the screed line…

CHAIR DE JONG – Just maybe a brick color or something concrete

PLANNING OFFICIAL TERELL – Well the colors of the building are shown and it's kind of hard to read but on the bottom drawing there; the approved colors and there is kind of a pinkish color and a brownish color at the top; that's actually the above the screed line and it's even smaller in that area above the screed line. I think that certainly obviously adds a little bit to the building. I don't know if that causes any concerns by the Applicant, but it would be basically a painted band is what you are talking about.

CHAIR DE JONG – Right, we've done that on warehouses nearby here and I think it makes a big difference on the building. If Staff would concur, I'll ask my fellow what we think.

COMMISSIONER DOZIER – I would support that. I mean that's a pretty large wall that's going to be facing traffic that is coming down the I-215 and if the Applicant doesn't see that as a major expense, I feel like it is reasonable to explore.

CHAIR DE JONG – Does anybody else want to chime in?

MV00101342

COMMISSIONER GELLER – I don't have any objection. We should just ask the Applicant.

CHAIR DE JONG – We're going to

COMMISSIONER SALAS – I don't have any objection. I think it's a good idea. That's a great idea.

VICE CHAIR BAKER – I'm just thinking is that about half way down?

CHAIR DE JONG – Not half-way down, maybe three feet from the top.

PLANNING OFFICIAL TERELL – This is just a suggestion… if you look at the front elevation; the front elevation is a little fancier. It's got like a capitol… I don't know what you'd exactly call that… pediment… it's not the pediment it's the capitol isn't it, but it's a little more decorative element at the top and obviously to ask the Applicant, but if you did something similar and just wrapped the whole building with a similar band, that's probably about 2 feet wide I'm guessing or are you looking at something wider?

CHAIR DE JONG – Eighteen inches… yes that could work. I mean maybe five feet down from the top or something.

PLANNING OFFICIAL TERELL – Okay

CHAIR DE JONG – In addition to the top one

PLANNING OFFICIAL TERELL – Sure, yes sure

CHAIR DE JONG – Something like that… okay. Let me reopen Public Testimony and call the Applicant back up please. So you can of see where we are kind of going with that… something to break up what we feel is a large expanse of the 35 foot wall there.

APPLICANT – I think I could easily agree to paint, but to another… you're not talking about another set of that crown molding right, okay or whatever it's called… probably not crown molding but yes paint certainly.

CHAIR DE JONG – I'm open to paint. Good thank you.

APPLICANT – Thank you.

CHAIR DE JONG – Good, thank you. I'm going to close Public Testimony and reopen our discussion and I guess I'll finish up and it seems like we have a consensus up here. The Applicant has agreed, so I'd like to add a… and we'll call it Planning's discretion a three foot band or from the screed line up…

MV00101343

PLANNING OFFICIAL TERELL – From the screed line up; so the paint would be at the screed line… I'd recommend it be kind of being at the screed line plus something; plus this paint band. Does that make sense, so you'd have two things breaking it up?

CHAIR DE JONG – Okay, well you're not really… it's not like a big … it's just a small screed right.

PLANNING OFFICIAL TERELL – I don't know… the pictures; I think it is going to be similar to what you see in the picture there, so I think it is actually… it's has a little bit of… it's deep enough that it has a shadow line on it.

CHAIR DE JONG – It does… yes maybe… maybe half the distance then… two feet… just a good thickness so it's nicely visible.

PLANNING OFFICIAL TERELL – Yes I agree. We'll write something up on that and that will be the new P8 I assume, right?

CHAIR DE JONG – That would be it. That would be perfect. I think we're ready for a motion if somebody is ready to go.

COMMISSIONER GELLER – I'll make a motion. I'd like to **APPROVE** Resolution No. 2011-04 and thereby:

1. **APPROVE** an Addendum to a Mitigated Negative Declaration and associated Mitigated Monitoring Program for Amended Conditional Use Permit P10-031 in that the application, as designed and conditioned will not result in significant environmental impacts; and,
2. **APPROVE** Amended Conditional Use Permit application P10-031, subject to the conditions of approval as amended, as attached as Exhibit A.

CHAIR DE JONG – Do we need to make reference to the new P8?

COMMISSIONER GELLER – Yes that's the change; P8 will be changed

CHAIR DE JONG – Okay is there a second?

COMMISSIONER SALAS – I'll second

CHAIR DE JONG – Okay, any discussion? All those in favor?
Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

MV00101344

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you. Good luck.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.

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The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public

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inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure

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that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

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COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

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COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

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COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

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CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

MV00101352

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

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COMMISSIONER GELLER – Yes you won't have me to kick around so... alright... I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

OTHER BUSINESS

1. 2010 Annual Report of the Planning Commission

CHAIR DE JONG – Is there any quick presentation on that or do we have a Staff Report or...

PLANNING OFFICIAL TERELL – Just generally... hopefully this is the low point...in 2010 there was 24 projects you looked at last year. That is approximately a quarter of what you looked at the year before and so we're all up

MV00101354

from here. But what didn't slow down very much were the administrative reviews which were over 600 and 82 plan checks, so those actually stayed pretty stable and everything seems to be picking up this year so far. We've got several new projects in that you'll be seeing this year, so we're hopeful that this year you'll have least 25.

CHAIR DE JONG – Hey a step up

COMMISSIONER GELLER – Alright I'll make a motion that we accept the 2010 Annual Report of the Planning Commission and direct Staff to forward it to the City Council.

COMMISSIONER SALAS – And I'll second that

CHAIR DE JONG – Okay we have a second; discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

STAFF COMMENTS

PLANNING OFFICIAL TERELL – You will not have a meeting in March. We moved the meeting in February to accommodate projects that were ready to go. You will have a meeting in April. It is on the 14th, so get your taxes done early and right now we have one item scheduled for that meeting. It is the Dark Sky Ordinance, which is a follow-up to a Study Session you had with the City Council last year, so we'll be bringing that forward for your review and recommendation and I'm hopeful that we'll have maybe one or two other projects that are still making their way to hearing.

CHAIR DE JONG – Okay thank you

COMMISSIONER COMMENTS

COMMISSIONER GELLER – I'll go last

COMMISSIONER SALAS – I'm sorry to see Commissioner Geller resign. I have only worked with him a short time but I've learned a lot. I've learned to be vocal and state your opinion, which I really appreciate and it was a pleasure working with you.

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COMMISSIONER DOZIER – Well Michael, after 14 years, I've appreciated your candidness, your clarity and your experience. You'll be sorely missed and you've contributed 14 years to the development of this City and there probably are more projects around town that we can feel very, very good about because of some of your input, so hats off to you and I hope you find something useful to do on these evenings.

COMMISSIONER GELLER – No doubt

CHAIR DE JONG – Mike, I don't know what you are going to do on Thursday evenings anymore, but…

COMMISSIONER GELLER – I can tell you what I won't be watching Planning Commission on TV

CHAIR DE JONG –There you go… we're going to miss you. You've been quite an asset. Fourteen years is a long time, so I very much appreciate your service. We're going to miss you. Thank you.

VICE CHAIR BAKER – Yes Michael I want to extend my appreciation. You've been a real help along the way, both to me personally and for the City and we appreciate everything you've done for Moreno Valley and even before the 14 years on the Planning Commission, so good luck to you. I know you are going to find plenty of stuff to do. You are a good friend and a colleague, okay, thank you.

CHAIR DE JONG – Your turn

COMMISSIONER GELLER – Okay, if you give me a little indulgence… This is my last meeting of the Planning Commission from which I'll speak from the dais. I want to say a few words to the members who will be remaining as well as a few words of advice to those new members that will be entering service on the Planning Commission. You know you all need to understand that in many ways what we do on the Commission will have more impact on the future of the City than even the City Council. While everything that the Commission does is subject to review by the Council, most of the decisions of the Commission are either upheld or not appealed.
In addition, the Commission has significant influence on what the City Council does with regard to those items that aren't in our major jurisdiction area. You know remember you are the Commission for the entire City of Moreno Valley; not just a few vocal members of the public and lobby groups. You will be often called to defy the majority of speakers to do what is best for the City as well as do what is right. The Planning Commission should be a positive influence to development and developers and not an impediment. That being said you are not here to give away the store; standby you're reasonable requests and in some cases even unreasonable requests. In nearly 14 years on the Commission I have made some mistakes; sure, but I've never regretted a decision, including those that

MV00101356

were overturned by the City Council. I stand by my decisions and my votes and I hope all you new members and the old members, when you do finally leave the Commission will be able to say the same thing.

Beware of the wolves in sheep's clothing. There are forces in the City whose agenda is to stop all development by all means possible. They'll use lies, exaggerations and other falsehoods to try to stop any meaningful development. If you are trying to approve houses, they'll say they are bad for the environment. If you try to approve corporate offices they'll cause traffic; they are bad for the environment. Moreno Valley has one of the highest unemployment rates in the Inland Empire. We need jobs and job creating businesses. Many of the people will tell you how evil these projects are. Many of them are retired public employees collecting a pension at our taxpayer expense. They are not the ones missing meals. They're not the ones whose houses are being foreclosed and they're not the ones losing their houses. It is easy to be an armchair planner when you don't have to take responsibility for the havoc you create. You know we'll let Mr. Environmentalist come to the meetings and tell you the evils of the projects; yet if you ask Mr. Environmentalist how large the solar system is at his house, he'll look at you blankly. Ask him what kind of electric car he drives and he'll also look at you blankly. Ask him what he has done for the environment? You know it is real easy to spend other people's money, but look behind the mask. Many of the people that come to speak against projects are nothing more than hypocrites. They talk but they don't walk the walk and don't confuse conservation with preservation. Preservation is an abject failure. We can conserve much of our natural beauty and resources without stopping all development. I have always been a conservationist but never a preservationist.

The developments that I have approved have conserved much of the natural beauty and resources without totally destroying the rights of landowners. Owning land is not a dirty word and if the preservationists really want to preserve Moreno Valley, let them put their money where their mouths are and buy the land and then they can do whatever they want with it. You know when it comes to development we have a sacred duty to all the residents of the City along with all the landowners to make the best decisions regarding the future of the City. Planning Commission meetings aren't elections. We don't count the votes of the speakers. Pay attention to the speakers. Give great deference to those that are directly impacted by the project but also pay attention. There are real impacts and perceived impacts. Claims that apartment complexes will bring in crime and drug dealing and lower property values are perceived impacts. A commercial development that abuts a residential housing tract, such as a project we originally turned down had real impacts on real homeowners and I just hope that all of you have the wisdom and strength to tell them apart and that you have the strength to vote the right way, even if the vote is against the vocal majority.

It has been an interesting and exciting 14 years for me and Moreno Valley and I look forward to serving the City but it will in a different capacity. And just a

MV00101357

special comment to John Terell who I have worked with the entire 14 years, this is a sincere thank you and good luck. While I haven't always agreed with you, I think we had mutual respect and that never got in the way of our working relationship. And to all the former and present members of the Commission, a thank you; I have worked with quite a few. And again we've had our differences, but it has created a diverse and dynamic group and the best of luck to all and I'm sorry that Maria is not here because I think this would have been her last meeting also if she did not re-apply. I guess you are going to have to find someone else to keep the Planning Commission TV ratings up, but I'll be gone. Anyway, thank you all and good night.

CHAIR DE JONG – Good night; yes since your dog is not going to be here you are right. Thank you, well said.

ADJOURNMENT

CHAIR DE JONG – Do we have a motion to close?

COMMISSIONER GELLER – I'll make the motion to adjourn for the last time for me.

COMMISSIONER DOZIER - Second

CHAIR DE JONG – Good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official

Approved

_____ _____

Rick De Jong Date
Chair

MV00101358

PLANNING COMMISSION STAFF REPORT

Case(s):	PA07-0129 (Tentative Tract Map No. 35606)
Date:	April 14, 2011
Applicant:	Kenney Kha
Representative:	Cal Engineering
Location:	Metric Drive, west of Perris Boulevard and east of Hubbard Street
Council District:	1
Recommendation:	Approval

SUMMARY

Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The current zoning and General Plan designations for the parcel are Residential 5 (R5), which permit the use and density requested. The proposed subdivision meets or exceeds all requirements of the Residential 5 (R5) zoning district.

PROJECT OVERVIEW

The applicant is proposing to subdivide 4.8 acres (APN: 475-150-003) into 16 residential lots, which requires a Tentative Tract Map for approval. The current zoning and General Plan designations for the parcel are Residential 5 (R5), which permits the use and density requested.

Site/Surrounding Area

The proposed tract is at the east end of Metric Drive. The project site is in an area that is zoned predominately Single-Family Residential (R-5) with some Residential Agriculture (RA-2) and North Ridge Elementary School (P) located to the east of Perris Boulevard and older homes on larger lots, roughly half-acre, line Tranquil Way to the southwest. There is an approved twelve lot (12) subdivision (Tentative Tract Map 31621 - PA03-0100) directly south of the project.

Access/Parking

Primary access to the proposed tract will be from Hubbard Street in the west to Metric Drive. The proposed tract provides for future extension to the south, connecting Metric Drive to Tranquil Way via the proposed Thomas Way.

Pedestrian access to Perris Boulevard from Metric Drive is provided between proposed Lot 8 and 9 (along the eastern property line). The walkway will provide a safe and direct route for students to access North Ridge Elementary School, which is located on the east side of Perris Boulevard.

Each lot, when developed, will be required to meet the parking standards for a single-family residence, which requires a minimum two (2) car garage to meet the off-street parking requirements of the Municipal Code. Additional permitted parking would be located within oversized garages, driveways and along public residential streets.

Design

This project is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet, all in excess of the minimum requirement of 7,200 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre, well below the maximum permitted density of 5 dwelling units per acre.

This review and approval process only involves a tentative tract map application for the new subdivision. No specific homes are proposed for the tract at this time. The future single-family homes for the tract will be reviewed under a separate administrative process, either a model home complex or individual custom home applications. At that time, staff will ensure that the proposed residential units meet the City's design standards.

The walls and fences for this tract are conditioned to be consistent with the provisions for walls and fences within the City's Municipal Code. Decorative block walls are required in the street side yards of all corner lots, as well as along the easterly boundary of the tract facing Perris Boulevard. Wood fences are permitted for all interior side yards and rear yards not visible from the public right-of-way.

The pedestrian connector cuts between Lots 8 and 9, creating reverse frontage along Perris Boulevard. The reverse frontage is considered "lot side yards" and will be maintained by future residents. The applicant was requested to minimize the need for slopes and retaining walls by lower grades closer to existing, which they adequately addressed. The tract layout and proposed grading is design to work with the previously approved tract to the south (PA03-0100 – TTM 31621).

REVIEW PROCESS

The application for the project was submitted on October 25, 2007, and was initially reviewed by staff at the December 12, 2007, Pre-Project Review Staff Committee (PRSC) meeting. Subsequently, staff has been working with the applicant's representative on a series of revisions to the plan, primarily relating to ensuring grading that coordinated well with existing and proposed development around the tract. All issues have been resolved.

ENVIRONMENTAL

This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had one inquiry in response to the noticing for this project. The resident came by City Hall to review the tract map and responded positively to the site design and provided pedestrian access.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2011-12 and thereby:

1. **RECOGNIZE** that PA07-0129 (Tentative Tract Map 35606) qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and,

2. **APPROVE** PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the resolution.

Prepared by:

Claudia Manrique
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-12 with Conditions of Approval attached as Exhibit A
3. Zoning Map
4. Aerial Photograph
5. Site Plan for Tentative Tract Map 35606 – Sheet 1
6. Site Plan for Tentative Tract Map 35606 – Sheet 2

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the Planning Commission of the City of Moreno Valley on the following item(s):

CASE: PA07-0129 (Tentative Tract Map)

APPLICANT: Cal Engineering

OWNER: Kenney Kha

REPRESENTATIVE: Cal Engineering

LOCATION: Metric Dr, west of Perris Blvd and east of Hubbard St (just north of Tranquil Way)

PROPOSAL: Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).

ENVIRONMENTAL DETERMINATION: This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

COUNCIL DISTRICT: 1

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The Planning Commission, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing.

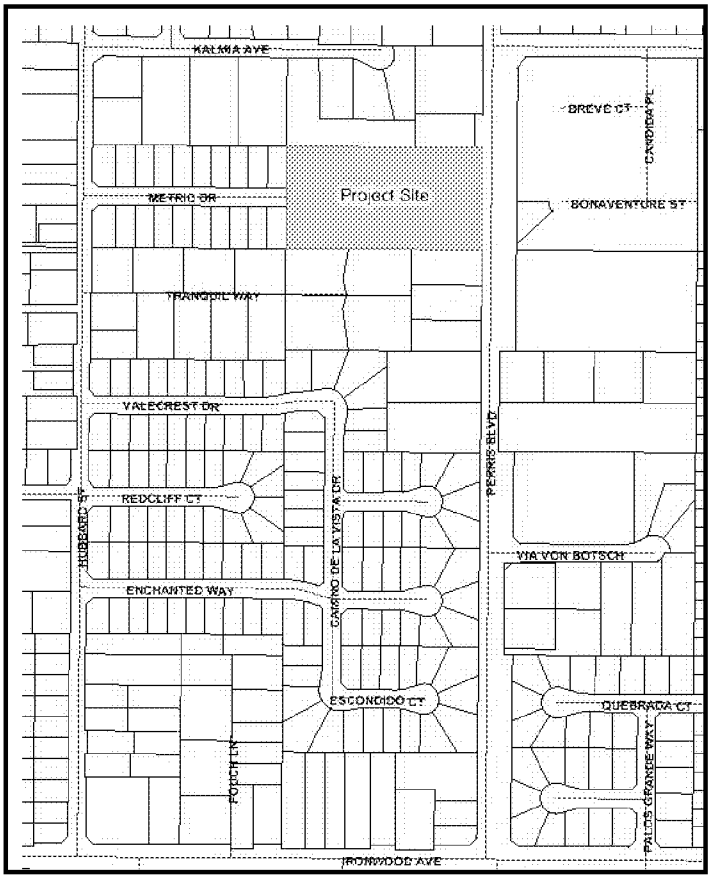

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: April 14, 2011 at 7 PM

Attachment 1

MV00101363

CONTACT PLANNER: Claudia Manrique

PHONE: (951) 413-3225

PLANNING COMMISSION RESOLUTION NO. 2011-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY RECOMMENDING THAT THE PLANNING COMMISSION APPROVE PA07-0129 (TENTATIVE TRACT MAP 35606). THE TENTATIVE TRACT MAP WILL SUBDIVIDE ONE 4.8 ACRE PARCEL (APN: 475-150-003) INTO 16 SINGLE-FAMILY RESIDENTIAL LOTS. THE PROJECT IS LOCATED ON METRIC WAY, EAST OF HUBBARD STREET AND WEST OF PERRIS BOULEVARD.

WHEREAS, the applicant, Kenny Kha, has filed an application for the approval of PA07-0129, requesting approval of Tentative Tract Map 35606 as described in the title of this resolution.

WHEREAS, on April 14, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject applications and all of the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on April 14, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. That the proposed land division is consistent with applicable general and specific plans;

Attachment 2

MV00101365

FACT: This project (Tentative Tract Map 35606) is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre.

2. That the site of the proposed land division is physically suitable for the type of development;

FACT: This project (Tentative Tract Map 35606) is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

FACT: The proposed Tentative Tract Map 35606 will not adversely affect the public health, safety or general welfare. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

4. That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems;

FACT: The proposed project would not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding. As conditioned, the proposed

MV00101366

land division would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the parcels. There are no known hazardous conditions associated with the property, the design of the land division or type of improvements.

5. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision;

   FACT: There are no existing easements on the subject site acquired by the public for access through or use of the property.

   Pedestrian access to Perris Boulevard from Metric Way will be provided between proposed Lot 8 and 9 (along the eastern property line). The walkway from Metric Way will provide a safe way for students to access North Ridge Elementary School, which is located on the east side of Perris Boulevard.

6. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision; and

   FACT: The size, configuration and orientation of the lots in this land division allow solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

7. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

   FACT: The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

MV00101367

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA07-0129, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

MV00101368

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY**

APPROVE Resolution No. 2011-12, recommending that the Planning Commission:

1. **RECOGNIZE** that the Tentative Tract Map 35606 qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and

2. **APPROVE** Resolution No. 2011-12 approving PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the resolution.

APPROVED this 14th day of April, 2011.

_____
Ray L. Baker
Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

MV00101369

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
FOR
TENTATIVE TRACT MAP 35606
Case No: PA07-0129
A.P.N.: 475-150-003

Approval Date: April 14, 2011
Expiration Date: April 14, 2014

The following conditions are attached for the following departments:

_X_ Planning (P), including School District (S), Post Office (PO), Building (B)
_X_ Police (PD)
_X_ Fire Prevention Bureau (F)
_X_ Public Works, Land Development (LD)
_X_ Public Works, Special Districts (SD)
_X_ Public Works – Transportation (TE)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects. (Include only those that apply)

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

P1. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

P2. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

P3. The site shall be developed in accordance with the approved tentative map on file in the Community Development Department -Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)

P4. A drought tolerant, low water using landscape palette shall be utilized throughout the tract to the extent feasible.

P5. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P6. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P7. **All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval. Reverse frontage along Perris Boulevard (Lots 8 and 9) will be landscaped as side-yards, with the correct amount of street trees.**

P8. **A separate model home complex or custom home review application(s) for each lot (an administrative process) is required for approval of the design of the future single-family homes.**

PRIOR TO GRADING

P9. (GP) Prior to approval of any grading permit, the developer shall submit a tree plan to the Planning Division for review and approval. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director or designee. (GP Objective 4.4, 4.5, DG)

P10. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of precise grading plan, final front and street side yard landscape and irrigation plans shall be submitted to the Planning Division for review. The plans shall be prepared in accordance with the City's Municipal Code and landscape specifications, and include required street trees.

P13. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.
(GP Objective 23.3, DG, CEQA).

P14. (GP) Prior to the issuance of grading permits, a pre-construction Burrowing Owl survey shall be completed with written documentation provided to the Planning Division. The survey shall be completed in accordance with the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Area.

P15. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

A. Side and rear yard fences/walls (not adjacent to a right of way) are required to be constructed of decorative block, poly-vinyl or wood.

B. A solid decorative block wall with pilasters and a cap is required along the perimeter of the tract adjacent to any right of way or reverse frontage location (Lots 8 and 9) and along any right of way within the interior of the tract (all corner lots - Lots 11 and 13). (MC 9.08.070*)*

PRIOR TO RECORDATION OF FINAL MAP

P17. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

PRIOR TO BUILDING PERMIT

P18. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P19. (BP) Prior to issuance of building permits, final front and street side yard landscape and irrigation plans, and slope landscape plans and basin landscape plans, shall be approved.

PRIOR TO CERTIFICATE OF OCCUPANCY

P20. **(CO) Prior to the issuance of Certificates of Occupancy or building final, slope landscape and irrigation shall be installed. Reverse frontage along Perris Boulevard (Lots 8 and 9) will be landscaped as side-yards, with the correct amount of street trees. Landscaping on lots not yet having dwelling units shall be maintained by the developer weed and disease free. (MC 9.03.040)**

P21. **(CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed per the approved plans on file in the Planning Division. (MC 9.080.070)**

Building and Safety Division

B-1 The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

B-2 Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time *(applies only to commercial, industrial, and multi-family projects).*

B-3 All projects that will be serviced by a private sewage disposal system shall obtain approval from the Riverside County Environmental Health Department prior to submitting plans to the Building Department.

B-4 (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S-1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO-1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

FIRE PREVENTION BUREAU

1. This project will require fire sprinklers to be installed. 903.2.8

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. Single Family Dwellings. Schedule "A" fire prevention approved standard fire hydrants (6" x 4" x 2 ½") located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, more than 250 feet from any portion of the building as measured along approved emergency vehicular travel ways. Minimum fire flow shall be _1000___GPM for _2__ hours duration of 20 PSI. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, serving one and two-family residential developments, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along the tract boundary for transportation hazards. (CFC 508.3 MVMC 8.36.050 and 8.36.100 Section E).

F3. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.1)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all <u>residential dwellings</u> shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be located consistently on each dwelling throughout the development. The numerals shall be no less than four (4) inches in height and shall be low voltage lighted fixtures. (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other

plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F17. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F18. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F19. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F20. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F21. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F22. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F23. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F24. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F25. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F26. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F27. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F28. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA07-0129 / TTM 35606 – Sixteen Lot Subdivision
APN 475-150-003

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the **tentative map** correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map

or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) For single family residential subdivisions, all lots shall drain toward the street unless otherwise approved by the City Engineer. Residential lot drainage to the street shall be by side yard swales and include yard drain pipes and inlet grates (or stubbed and capped if area is not yet landscaped) that convey flows to the street in accordance to City Standard No. 303 independent of adjacent lots. No over the sidewalk drainage shall be allowed, all drainage shall be directed to a driveway or drainage devices located outside the right-of-way. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD10. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD11. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD14. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD15. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD16. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD17. (GP) Prior to issuance of a grading permit, if the project does not involve the subdivision of land and if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer.

LD18. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD19. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD20. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD21. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD22. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD23. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.

LD24. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements,

remediation and/or replacement, all in accordance with Resolution No. 2002-46.

i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Residential NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process, or

ii. Establish an endowment to cover future maintenance costs for the Residential NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD25. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD26. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD27. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD28. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD29. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD30. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD31. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD32. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD33. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD34. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD35. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD36. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD37. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD38. (BP) Prior to issuance of building permits, if the project involves a residential subdivision, the map shall be recorded (excluding model homes). (MC 9.14.090)

LD39. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD40. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.

d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD41. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD42. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, and traffic control devices as appropriate.

b. City-owned utilities.

c. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

d. Under grounding of existing and proposed utility lines less than 115,000 volts.

LD43. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD44. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD45. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD46. Prior to rough grading plan approval, the plans shall clearly show that any slope near the public right-of-way has a minimum set-back area at 2% maximum of 2 feet before the start of the top or toe of slope. If the vertical height of the slope exceeds 10 feet, this set-back area shall be 3 feet minimum.

LD47. Prior to rough grading plan approval, the developer shall obtain an offsite slope and grading easement from the adjacent property owner to the south for the offsite slope grading required. The slope grading shall match the contours of the adjacent property for whichever project develops first.

LD48. Prior to rough grading plan approval, the plans shall clearly demonstrate that all interior streets shall have a minimum slope of 1.0%. A proposed slope of less than 1.0% may be approved only when engineering design shows that local drainage provisions are adequate and steeper gradients cannot be obtained, as supported by a submitted engineered design and approved by the City Engineer.

LD49. Prior to rough and/or precise grading plan approval, the plans shall show an approved concrete drainage ditch along retaining walls where slopes and walls meet. The concrete drainage ditch shall convey slope runoff to proposed drain inlets. A private drainage easement will be required for the concrete drainage ditch across Lots 9, 10, and 12.

LD50. Prior to precise grading plan approval, the plans shall show proposed mechanisms to treat onsite runoff before it enters into the public storm drain system. The plans shall show locations of proposed structural best management practices. The developer shall submit to the City for review and approval, those structural best management practices proposed onsite to control predictable pollutant runoff. The developer shall select those structural best management practices identified in Supplement A and Supplement A Attachment to the Riverside County Drainage Area Management Plans. www.floodcontrol.co.riverside.ca.us The developer shall first maximize the use of site design and source control best management practices before selecting treatment control best management practices.

LD51. Prior to approval of the final map, the map shall show the following:

a. A 25-foot street right-of-way dedication on the west side of Perris Boulevard along map frontage for a Divided Arterial 6-Lane, City Standard No. 103C.

b. A 56-foot street right-of-way dedication for Metric Drive, Short Local Street, City Standard No. 108B.

c. A 60-foot street right-of-way dedication for Thomas Way, Local Street, City Standard No. 108A.

d. The appropriate street right-of-way dedication for a cul-de-sac at the eastern terminus of Metric Drive per City Standard Plan 123.

e. The appropriate street right-of-way for corner cutbacks at the intersection of Metric Drive and Thomas Way per City Standard 208.

f. A private drainage easement across Lots 9, 10, and 12 as shown on the tentative tract map.

g. A pedestrian access easement from the end of the Metric Drive cul-de-sac to the proposed Perris Boulevard right-of-way in alignment with a proposed sidewalk access.

LD52. Prior to final map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City

Engineer. Proposed street grades shall be coordinated with existing street grades of existing and proposed developments adjacent to the project as is shown on the tentative tract map.

a. Perris Boulevard, Divide Arterial, City Standard No. 103C (110-foot RW / 86-foot CC) construction shall include construction of an asphalt concrete sidewalk along existing back of curb along map frontage or other limit required by the City Engineer. The developer shall construct a connecting sidewalk path from the end of the Metric Drive cul-de-sac to the proposed asphalt concrete sidewalk along Perris Boulevard. The proposed sidewalk path and stairs within the map boundary shall be constructed of portland cement concrete. The developer will be required to underground overhead utilities less than 115 kilovolts on the west side of Perris Boulevard along the map frontage.

b. Metric Drive, Short Local Street, City Standard No. 108B (56-foot RW / 36-foot CC) shall be constructed to full-width within the map boundary. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, street lights, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

c. Thomas Way, Local Street, City Standard No. 108A (60-foot RW / 40-foot CC) shall be constructed to full-width within the map boundary. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, street lights, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

LD53. Prior to issuance of occupancy, all overhead utility lines less than 115,000 volts fronting or within the entire project site boundary shall be placed underground per Section 9.14.130 of the City Municipal Code.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA07-0129 (TTM 35606-16 SFDs)
APN: 475-150-003
02.02.11 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA07-0129**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department **951.413.3480**. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD-2 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Recordation of Final Map

SD-3 (R) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems. In order for the Developer

to meet the financial responsibilities to fund the defined maintenance, one of the following options shall be selected:

a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

SD-4 (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map. (California Government Code)

SD-5 (R) This project is conditioned to provide a funding source for the capital improvements, energy charges, and maintenance for residential street lighting. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone B** (Residential Street Lighting), and pay all associated costs with the ballot process; or
b. Establish a Home Owners Association (HOA) to maintain the residential streetlights; or
c. Establish an endowment to cover future maintenance costs for the residential streetlights.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

SD-6 (R) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **future Perris Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in a mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone D**, and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

SD-7 *Residential* (R) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the required continuous operation, maintenance, monitoring, system evaluations and enhancements, remediation and/or replacement, the developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)

SD-8 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

Prior to Certificate of Occupancy

SD-9 (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD-10 (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit, in a form acceptable to Special Districts, the current list of all Assessor's Parcel Numbers assigned to the recorded map. Please forward to:

City of Moreno Valley
Special Districts
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

SD-11 (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA07-0129

Tentative Tract Map 35606, a proposed 16 lot subdivision on 4.8 acres in an R5 zone located on Metric Drive, east of Hubbard Street and west of Perris Boulevard.

PUBLIC WORKS DEPARTMENT

Transportation Engineering Division

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Metric Drive is classified as a Modified General Local Street (60'RW/36'CC).

TE2. Thomas Way is classified as a General Local Street (60'RW/40'CC) per City Standard Plan No. 108A.

TE3. Perris Boulevard is classified as a Modified Divided Arterial (110'RW/86'CC) per City Standard No. 103C. Capital Projects Division currently has initiated a project to improve Perris Boulevard. This project shall coordinate with City Project 11-415-70225.

TE4. The cul-de-sac shall be designed and constructed per City Standard No. 123 or 124.

TE7. During construction activity, developer is responsible for regularly scheduled street sweeping per approved street sweeping schedule. Failure to provide regularly scheduled street sweeping during construction activity at the approved times shall result in re-inspection fees (amounts to be determined by City Engineer) and/or project suspension until street sweeping is provided.

TE8. Sight distance at all proposed streets and driveways shall conform to City of Moreno Valley Standard No. 125 & 126 at the time of preparation of final grading, landscape, and street improvement plans.

TE9. All driveways will conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City of Moreno Valley Standard No. 117 for residential driveway approach.

TE10. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE11. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider. Signing and Striping Plans shall be prepared for all streets (including General Local Street, Short Local Street, Minor Local Street, and Hillside Residential Street) to include provisions for Street Sweeping during construction activity. Street Sweeping signs coordinated with City of Moreno Valley Street Sweeping schedules shall be included in the Signing and Striping Plans, or as approved by the City Engineer.

TE12. Prior to final approval of the street improvement plans, the developer shall submit to the City a contract between the developer and a street sweeping company for sweeping the streets during the warranty period, for the day shown on the posted street sweeping signage. The contract shall include a contact person and phone number for said contact person.

TE13. Prior to the commencement of construction activity, construction traffic control plans prepared by a Registered Civil or Traffic engineer may be required to be submitted to the City for plan approval.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE15. (CO) If there is no sidewalk along Perris Boulevard at the time of developing this tract, a sidewalk shall be installed along the west side of Perris Boulevard from this tract to the intersection of Perris Boulevard/Kalmia Street.

TE16. (CO) If this tract develops prior to Tract 31621, then prior to final inspection, Metal Beam Guard Railing per City Standard Plan No. 413A and 413B shall be installed at the following location, or as approved by the City Engineer:

- **Terminus of Thomas Way at the southerly property boundary**

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE17. Prior to the sign-off of final inspection of the street improvements, all approved signing and striping shall be installed per current City Standards and the approved plans.

Zoning

PA07-0129 (TTM 35606)

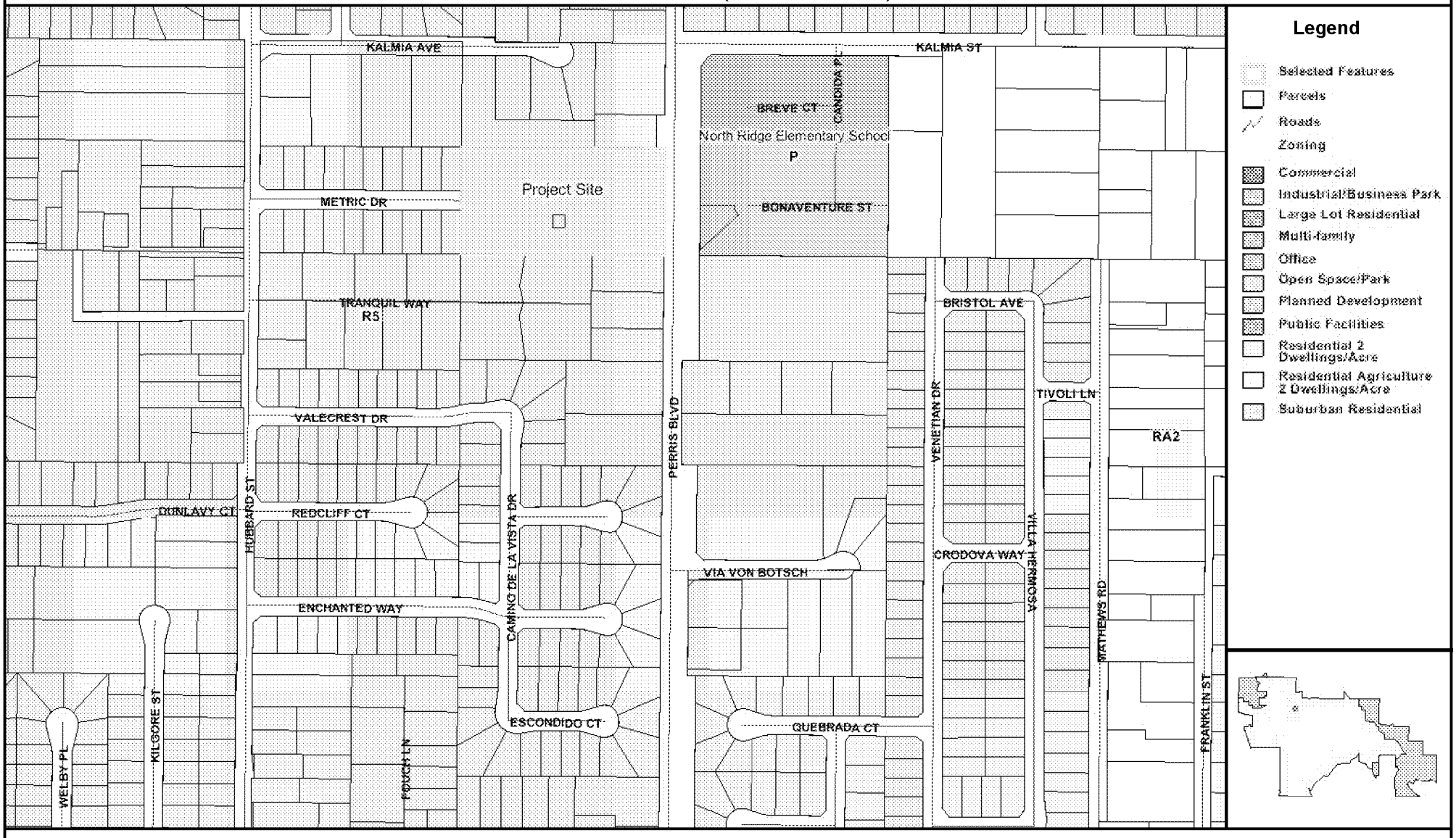

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

N

Attachment 3

0 200 400 800ft

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MORENO VALLEY

MV00101400

Aerial Photograph

PA07-0129 (TTM 35606)

Legend

- Selected Features
- Parcels
- Roads

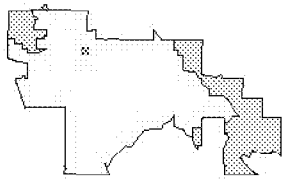

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

N

Attachment 4

0 100 200 400ft

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MORENO VALLEY

MV00101401

TENTATIVE TRACT MAP NO. 35606

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

APN: 475-150-003

FOR SUBDIVISION PURPOSES

OWNER:
[illegible] H14
16398 MT. LANSLEY STREET,
FOUNTAIN VALLEY, CA 92708
TEL: (714) 963-2114
FAX: (714) 378-1141

LEGAL DESCRIPTION:
THE SOUTH HALF OF LOT 40 OF MORENO ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 53 OF MAPS, IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.

BENCH MARK:
COUNTY OF RIVERSIDE BM H-34
FD BRASS TAG IN CONCRETE AT SE OF IRONWOOD AVENUE AND PERRIS BOULEVARD

ELEVATION: 1736.722

PROJECT DESCRIPTION:
EXISTING USES: VACANT LOT
PROPOSED ZONE: R8
GROSS ACREAGE: 4.82 ACRES (210,087 SF)
NET ACREAGE: 3.85 ACRES (168,086 SF)
NO. OF EXISTING LOT: 1
NO. OF PROPOSED LOT: 16
FEMA FLOOD
ZONE DESIGNATION: X, 06065C0610B, MAY 17, 1993

UTILITIES:	CONTACT NUMBER:
MORENO VALLEY UTILITIES	951-243-5581
MORENO VALLEY POLICE DEPARTMENT	951-486-6700
MORENO VALLEY FIRE DEPARTMENT	951-486-6780
MORENO VALLEY UNIFIED SCHOOL DISTRICT	951-571-6200
SOUTHERN CALIFORNIA EDISON	800-684-8331
THE GAS COMPANY	800-427-2200
WASTE MANAGEMENT OF INLAND VALLEY	800-423-4555
EASTERN MUNICIPAL WATER DISTRICT	951-928-3777

LEGENDS AND ABBREVIATIONS:

TC.....TOP OF CURB
FL.....FLOW LINE
FS.....FINISHED SURFACE
FH.....FIRE HYDRANT
EX.....EXISTING
R/W.....RIGHT OF WAY
℄.....PROPERTY LINE
℄.....CENTER LINE
(123).....EXISTING CONTOUR
123.....PROPOSED CONTOUR
(123,45).....DRAINAGE PATTERN
TC.....TOP OF GRATE
INV.....INVERT ELEVATION
(123.45).....EXISTING ELEVATION
.....CONCRETE V-DITCH
.....TREE
.....POWER POLE
.....SEWER MANHOLE
.....CENTERLINE
.....PROPOSED R/W
.....EXISTING R/W
.....FLOW LINE
.....CONSTRUCTION NOTE
.....CONCRETE PAVING
.....CATCH BASIN
.....RETAINING WALL
.....CAST IRON DRAIN PIPE

CURVE DATA:

NO.	DELTA	LENGTH	RADIUS	TANGENT
C1	12°06'31"	60.88'	277'	30.58'
C2	01°30'31"	8.52'	323'	4.51'
C3	11°15'46"	64.66'	329'	32.53'
C4	18°12'06"	26.45'	100'	14.34'
C5	6°37'38"	8.01'	46'	4.01'
C6	91°37'37"	77.04'	48'	49.57'
C7	6°37'37"	8.01'	46'	4.01'
C8	79°18'05"	64.30'	46'	38.01'
C9	24°49'11"	20.76'	48'	10.56'
C10	08°18'53"	14.51'	100'	7.27'
C11	08°01'15"	13.97'	100'	7.00'
C12	11°36'30"	56.08'	277'	28.14'
C13	01°27'52"	4.18'	277'	1.09'
C14	12°53'36"	70.81'	326'	37.09'

LINE DATA:

NO.	BEARING	LENGTH
L1	N89°53'15"E	8.00'
L2	N42°06'11"E	21.19'
L3	N48°03'39"W	21.29'

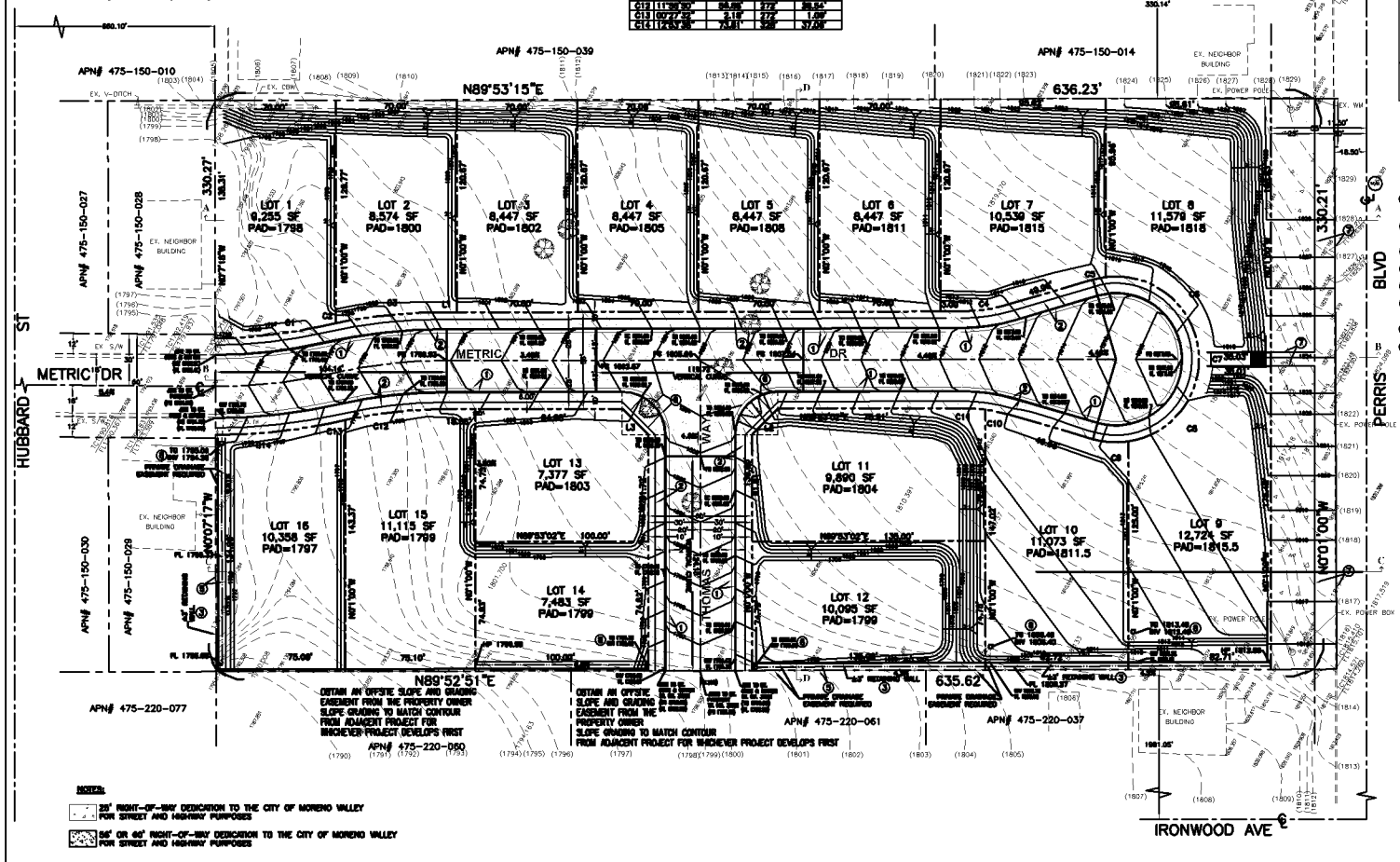
KALMIA AVE
IRONWOOD AVE
HUBBARD ST
PERRIS BLVD
METRIC DR
THOMAS WAY
N89°53'15"E
N89°52'51"E
636.23'
635.62
330.27'
330.21'
APN# 475-150-010
APN# 475-150-039
APN# 475-150-014
APN# 475-150-027
APN# 475-150-028
APN# 475-150-030
APN# 475-150-029
APN# 475-220-077
APN# 475-220-060
APN# 475-220-061
APN# 475-220-037
LOT 1 9,255 SF PAD=1798
LOT 2 8,574 SF PAD=1800
LOT 3 8,447 SF PAD=1802
LOT 4 8,447 SF PAD=1805
LOT 5 8,447 SF PAD=1808
LOT 6 8,447 SF PAD=1811
LOT 7 10,539 SF PAD=1815
LOT 8 11,579 SF PAD=1818
LOT 9 12,724 SF PAD=1815.5
LOT 10 11,073 SF PAD=1811.5
LOT 11 9,890 SF PAD=1804
LOT 12 10,095 SF PAD=1799
LOT 13 7,377 SF PAD=1803
LOT 14 7,483 SF PAD=1799
LOT 15 11,115 SF PAD=1799
LOT 16 10,358 SF PAD=1797
OBTAIN AN OFFSITE SLOPE AND GRADING EASEMENT FROM THE PROPERTY OWNER SLOPE GRADING TO MATCH CONTOUR FROM ADJACENT PROJECT FOR WHICHEVER PROJECT DEVELOPS FIRST
OBTAIN AN OFFSITE SLOPE AND GRADING EASEMENT FROM THE PROPERTY OWNER SLOPE GRADING TO MATCH CONTOUR FROM ADJACENT PROJECT FOR WHICHEVER PROJECT DEVELOPS FIRST
PRIVATE DRAINAGE EASEMENT REQUIRED
EX. NEIGHBOR BUILDING
EX. POWER POLE
EX. POWER BOX
EX. WM
EX. CBW
EX. V-DITCH
EX. S/W
FL 1798.00
FL 1799.00
FL 1800.00
FL 1801.00
FL 1802.00
FL 1803.00
FL 1804.00
FL 1805.00
FL 1806.00
FL 1807.00
FL 1808.00
FL 1809.00
FL 1810.00
FL 1811.00
FL 1812.00
FL 1813.00
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FL 1815.00
FL 1816.00
FL 1817.00
FL

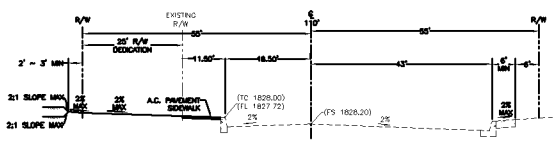

PROPOSED PERRIS BLVD. TYP SECTION
(FUTURE, CITY STD. 103C)
N.T.S.

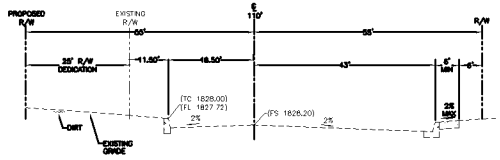

EXISTING PERRIS BLVD. TYP SECTION
N.T.S.

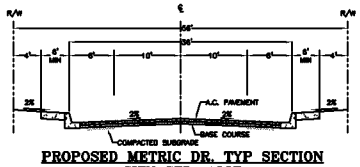

PROPOSED METRIC DR. TYP SECTION
CITY STD. 108B
N.T.S.

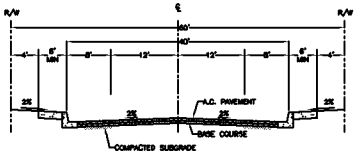

PROPOSED THOMAS WAY TYP SECTION
(CITY STD. 108A)
N.T.S.

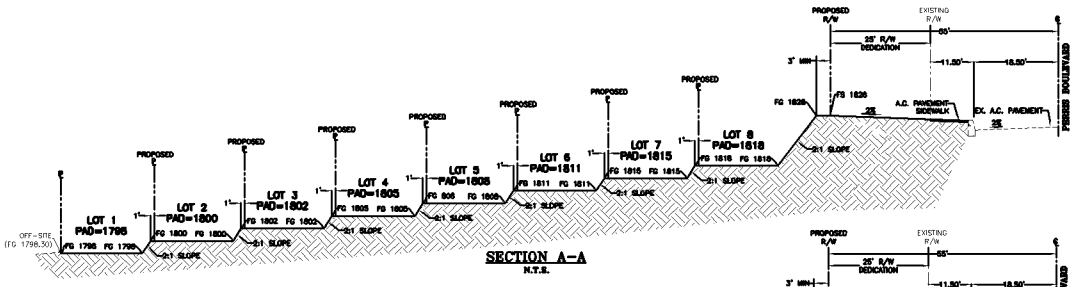

SECTION A-A
N.T.S.

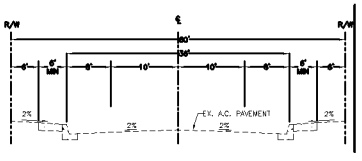

EXISTING METRIC DR. TYP SECTION
WEST OF TTM 35606
N.T.S.

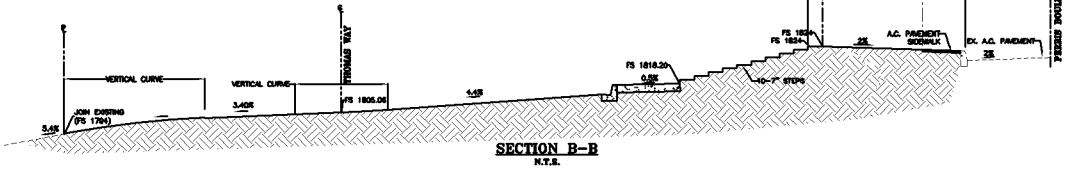

SECTION B-B
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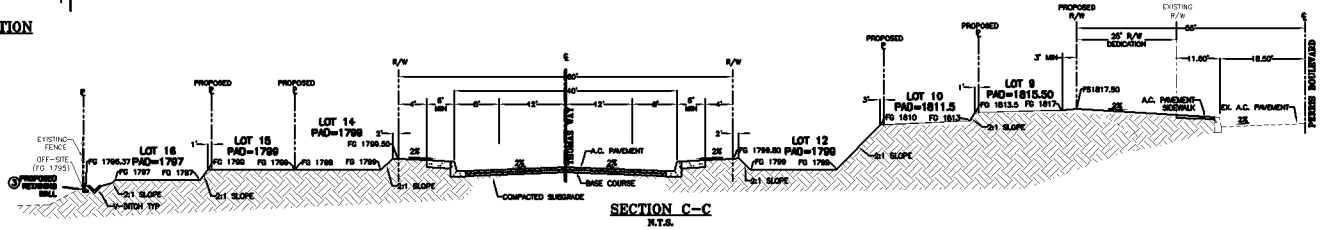

SECTION C-C
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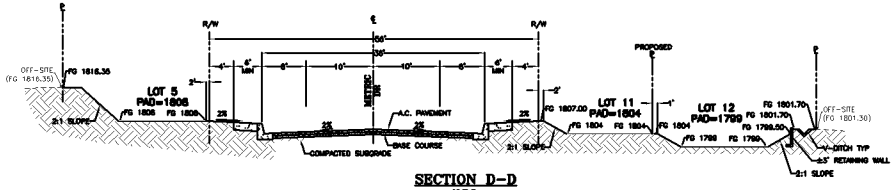

SECTION D-D
N.T.S.

Attachment 6

PA07-0129

CAL LAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
575 E. LAMBERT ROAD, BREA CA 92821
TEL: (714) 671-1050 FAX: (714) 671-1060

RELEASED

REVISIONS

PROJECT LOCATION:
11581 PERRIS BLVD.
MORENO VALLEY, CA

DRAWN: BP
CHECKED:
DATE: 01/13/2011
JOB NO.: 07-189-002
SCALE:
FILE NAME:

T-2

SHEET 2 OF 2

MV00101403

PLANNING COMMISSION STAFF REPORT

Case:	PA10-0022
Date:	April 14, 2011
Applicant:	City of Moreno Valley
Representative:	Same as above
Location:	Citywide
Proposal:	Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general site, street and athletic field/park lighting citywide.
Redevelopment Area:	N/A
Recommendation:	Recommend ordinance amendment to City Council

SUMMARY

The Planning Division of the City of Moreno Valley proposes modifications to various sections of Title 9 of the Municipal code to refine existing lighting standards to provide for better viewing of the night sky ("dark sky"). The amendment proposes modifications to onsite, athletic field/park and street lighting to minimize light pollution

and trespass. All newly establish developments citywide will be subject to the proposed revisions to the code.

BACKGROUND

At the October 20, 2009, Study Session, the City Council provided direction to review the City's lighting standards based on the International Dark-Sky Association (IDA) recommendations and dark sky ordinances from other communities. This review was identified in the Settlement Agreement between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project. The review also reflects previous development review projects located within the rural and hillside residential areas within the north and east portions of the City.

The underlying principles of the proposed lighting standards/dark sky ordinance are to:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night sky;
- Curtail and reverse degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

Based on information from the IDA, the assumption that more light always results in better safety and security is not supported. Only the right amount of light, in the right place, at the right time should be necessary. In most instances, providing more light or creating bright areas often leads to glare and reduced visibility as well as wasted light and energy. The IDA recommendations call for the use of the lowest feasible wattage lamp. The maximum wattage recommended for most commercial applications is 250 watts of high intensity discharge lighting.

The current City Municipal Code includes provisions to curb on-site lighting. The Municipal Code requires that "lighting shall be adequate to help ensure a safe environment, but not cause excessive glare or intense light." All non-residential lighting is required to be shielded to avoid glare and prevent light spillage over property lines or into the public right of way. The lighting at property lines is limited to a maximum of 0.5 foot candle. The minimum lighting required in parking lots, pedestrian walkways and other areas accessible to the general public is 1 foot-candle and the maximum is 8 foot-candle to provide adequate nighttime visibility without creating excessive glare. Lighting standards are verified by a review of a point by point lighting plan showing the foot-candle lighting for closely spaced points across a site based on the fixtures proposed for the on-site use. Residential lighting is limited to twelve feet in height, below the typical eave line for a house. Finally, the stated intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are an inherently characteristic of hillside areas.

PROJECT ANALYSIS

In order to comply with the direction provided by the City Council at their October 20, 2009 Study Session meeting and the Settlement Agreement between the Sierra Club, Highland Fairview and the City of Moreno Valley, staff is presenting the Planning Commission with revised Municipal Code standards for lighting. Staff has included specific updated standards relating to onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields.

Research conducted by the Planning Division found that very few cities had adopted dark sky ordinances. For example, surrounding cities such as Riverside, Perris and Redlands did not have adopted dark sky ordinances. The majority of the cities who have adopted dark sky ordinances were found to be more rural, desert and tourist areas where climate conditions more easily allow the viewing of the stars and night sky. While the Settlement Agreement specifically identified consideration of standards from the City of Palm Desert, staff also reviewed ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas and San Diego and other cities, and the IDA recommendations.

Based on the review of existing Municipal Code standards and other communities dark sky ordinances, staff has proposed updated standards in Attachment 3 of this report. Many of the standards in the existing ordinance were used; however a number of items from IDA recommendations and ordinances such as Palm Desert's were utilized to incorporate dark sky practices. The major modifications to the existing lighting ordinance include:

- Revised development and performance standards to include maximum wattage for light bulbs on single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);

- All lighting designed with full cutoffs to fully shield light fixtures on residential-multiple family and all non-residential properties.

- A further reduction of permitted light trespass or spillover lighting onto adjacent properties for all non-residential (commercial and industrial) and multi-family residential properties to a maximum of 0.25 foot candle maintained lighting measured from within five (5) feet of any property line. The existing City standard is 0.50 foot candle. The revised standard is consistent with language provided within the Palm Desert Ordinance.

- The inclusion of lighting height limits on hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet. Non-residential lighting height limits shall be a maximum of 30 feet, except within 100 feet of a residential use, where lighting shall be reduced to a height of 20 feet and walkway/courtyard lighting to a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.

- The addition of athletic field lighting standards to include horizontal cutoffs to reduce lighting above the fixture for new and retrofit lighting designs and a maximum lighting value used in lighting recreational athletic fields of an average maintained 50 foot-candles.

- The modification of existing street light standards to include the installation of street lighting solely for the purpose of illuminating the public right of way and conformance to the city street lighting standards, including the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

The dark sky standards would apply to all new development and to existing development/parking areas that are enlarged or altered. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to review of a new or revised point by point photometric lighting plan.

Specific language of the above sections of the Municipal Code can be found in Attachment 3 of this report, which includes a strikeout/underline version of the language added and subtracted.

REVIEW PROCESS

Staff originally presented the item to the City Council at the October 20, 2009, Study Session meeting as in conjunction an overall review of City efforts included in the Highland Fairview Corporate Park Settlement Agreement. During the study session meeting, existing and proposed standards were discussed, with the City Council recommending that staff bring back proposals to incorporate guidelines of the International Dark Sky Association and exterior lighting standards of jurisdictions such as Palm Desert which have created dark sky ordinances.

Subsequently, staff established a subcommittee of members from various internal departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utilities and Parks and Community Services. Collectively, all internal departments and representatives of the subcommittee have drafted revised lighting language and/or reviewed draft dark sky lighting standards. All members of the subcommittee have agreed to modify the ordinance as is presented and attached to this report.

The next step in the process is to have the Planning Commission review the proposed amended lighting standards and recommend to the City Council for final review and action.

ENVIRONMENTAL

The proposed Municipal Code Amendment (PA10-0022) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines in that there is no possibility that the proposed activity and the modification of existing light standards to further prevent light spillover into adjacent properties and the night sky would create the potential for a significant impact upon the environment.

NOTIFICATION

A 1/8 page public hearing notice for this development code amendment was published in the local newspaper. The Sierra Club was also notified of the meeting.

REVIEW COMMENTS

Staff sent out the final draft of the modified lighting ordinance to eleven (11) lighting designers and experts in the field that have previously submitted photometric lighting plans to the City, inviting any comments on the draft language to be provided. Staff did not receive any comments during or since the 30 day transmittal period.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Prepared by:	Approved by:
Mark Gross, AICP Senior Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-10
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code.
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

NOTICE
OF
PLANNING COMMISSION
PUBLIC HEARING

THE PLANNING COMMISSION WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH THE EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The amendment would modify current lighting provisions including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The Planning Commission may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission on or before the following meeting date:

Thursday, April 14, 2011
7:00 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

Attachment 1

PLANNING COMMISSION RESOLUTION NO. 2011-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY, CALIFORNIA RECOMMENDING APPROVAL OF PA10-0022 TO THE CITY COUNCIL, AMENDING TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI APPLICATIONS FOR LIGHTING AND SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH THE EMPHASIS OF DARK SKY STANDARDS CITYWIDE

WHEREAS, the City of Moreno Valley has filed an application for the approval of PA10-0022 citywide, as described in the title of this Resolution.

WHEREAS, on April 14, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on April 14, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

Attachment 2

MV00101412

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use. All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as

MV00101413

residential hillside and open space areas. Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

BE IT FURTHER RESOLVED that the Planning Commission **APPROVES** Resolution No. 2011-10, recommending the City Council recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and approve Municipal Code amendments to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.

APPROVED this 14th day of April, 2011.

_____
Ray Baker
Acting Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

MV00101414

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

Attachment 3

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (3) (a-d) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security over the entire parking surface. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within

five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 footcandles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting on all residential and non-residential walkway and courtyard lighting shall directed downward and be mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting.

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties;

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor

light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures~~.

~~I. General Guidelines.~~

~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

~~**9.08.190 Street lighting.**~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

Attachment 4

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

Attachment 5

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~Type~~	~~Characteristics~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ - 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ - 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~

Attachment 6

~~Type~~	~~Characteristics~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

3. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

4. Energy efficient lighting of buildings is encouraged.

5. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

6. The location, color and intensity of private lighting should relate to and complement public lighting.

7. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 8. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 9. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

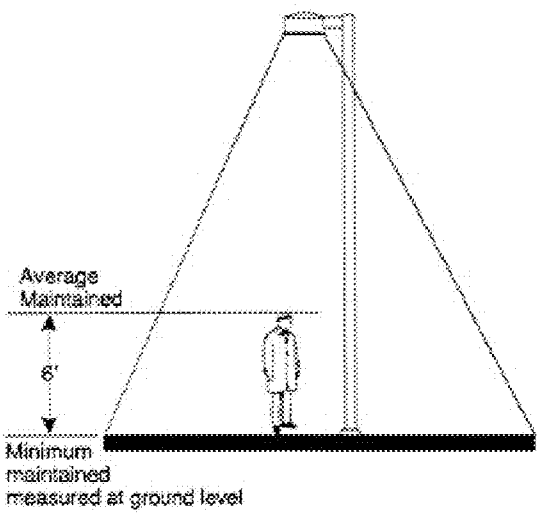

Figure 9.15.030-10

Lighting (Minimum Maintained)

<u>"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.</u>

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

PLANNING COMMISSIONERS

RAY L. BAKER
Vice-Chair

RICHARD DOZIER
Commissioner

GEORGE SALAS, JR.
Commissioner

AMBER CROTHERS
Commissioner

THOMAS A. OWINGS
Commissioner

CARLOS RAMIREZ
Commissioner

MELI VAN NATTA
Commissioner

PLANNING COMMISSION AGENDA

April 14, 2011

PLANNING COMMISSION MEETING – 7:00 P.M.

CITY OF MORENO VALLEY
City Hall Council Chambers
14177 Frederick Street
Moreno Valley, California 92553

CALL TO ORDER

1. Introduction of New Commissioners: Amber Crothers, Thomas Owings, Carlos Ramirez and Meli Van Natta

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC ADVISED OF THE PROCEDURES TO BE FOLLOWED IN THE MEETING

(ON DISPLAY AT THE REAR OF THE ROOM)

COMMENTS BY ANY MEMBER OF THE PUBLIC ON ANY MATTER WHICH IS NOT LISTED ON THE AGENDA AND WHICH IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COMMISSION

The City of Moreno Valley complies with the Americans with Disabilities Act of 1990. If you need special assistance to participate in this meeting, please contact Mel Alonzo, ADA Coordinator at (951) 413-3027 at least 48 hours prior to the meeting. The 48-hour notification will enable the City to make arrangements to ensure accessibility to this meeting.

MV00101431

NON-PUBLIC HEARING ITEMS

APPROVAL OF MINUTES

1. Draft Planning Commission Meeting Minutes (December 9, 2010):

2. Draft Planning Commission Meeting Minutes (January 27, 2011):

3. Draft Planning Commission Meeting Minutes (February 24, 2011):

PUBLIC HEARING ITEMS

1.

Case Number:	PA07-0129
Case Description:	Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).
Case Type:	Tentative Tract Map
Applicant:	Cal Land Engineering (Kevin Tsai)
Owner:	Kenney Kha
Representative:	Cal Land Engineering (Kevin Tsai)
Location:	Metric Dr, west of Perris Blvd and east of Hubbard St (just north of Tranquil Way)
Proposal:	Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).
Case Planner:	Claudia Manrique

Recommendation: **APPROVE** Resolution No. 2011-12 and thereby:

1. **RECOGNIZE** that PA07-0129 (Tentative Tract Map 35606) qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and,

2. **APPROVE** PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the Resolution.

MV00101432

2. Case Number: PA10-0022

Case Description: Modifications to Title 9 of the Municipal code to further refine existing lighting standards to include modifications to onsite, athletic field/park and street lighting to minimize light pollution/trespass and include provisions for dark sky.

Case Type: Development Code Amendment

Applicant: City of Moreno Valley

Owner: N/A

Representative: NA

Location: Citywide

Proposal: Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI," Applications for Lighting", Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.

Case Planner: Mark Gross

Recommendation: **APPROVE** Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and,

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

OTHER BUSINESS

STAFF COMMENTS

PLANNING COMMISSIONER COMMENTS

ADJOURNMENT

MV00101433

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MV00101434

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
DECEMBER 9TH, 2010

100 CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

200 ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Marzoeki
Commissioner Salas, Jr.

Staff Present:
John Terell, Planning Official
Eric Lewis, City Traffic Engineer
Julia Descoteaux, Associate Planner
Clement Jimenez, Senior Engineer, Land Development
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney
Officer Hudson, Moreno Valley Police Department

300 PLEDGE OF ALLEGIANCE

400 APPROVAL OF AGENDA

CHAIR DE JONG –Item 400 calls for approval of the Agenda

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Thank you, is there a second

COMMISSIONER SALAS – Second

CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

500 PUBLIC HEARING ITEMS

CHAIR DE JONG – Item 500 is to advise the public of the procedures to be followed in this meeting and they are on display on the table by the entrance to the room.

600 PUBLIC COMMENTS

CHAIR DE JONG – Item 600 is an for comments by any member of the public to comment on any matter which is not listed on the Agenda but which is within the subject matter of the Commission and I see no Speaker Slips tonight. Does anybody wish to speak at this time? No, thank you.

650 RECOGNITION OF FORMER PLANNING COMMISSIONER George Riechers, 15 Years of Dedicated Service

CHAIR DE JONG – Our first item before our Public Hearing Items is Item 650 and it is in recognition of former Planning Commissioner George Riechers for 15 years of dedicated service. Wonderful! George would you like to come up to the podium perhaps and then actually I'll meet you halfway there. Come to podium and we'll talk. The City… we have a plaque for George tonight and our plaque reads, "The City of Moreno is pleased to honor George Riechers in recognition and appreciation for your 15 years of dedicated service. Your service and commitment contributed greatly to the successful growth and development of the City of Moreno Valley. Planning Commissioner, December 13th, 1994 to September 30th, 2010". Thank you very much for your service George. Does anybody have any comments for George tonight?

COMMISSIONER DOZIER – George; the word community service…There always has to be a shining example of what that is and we think that is you. For all of the years that you have dedicated to not just this Commission, but to many other activities in the community, we have been pleased and I have personally been pleased to have served on this Commission with you and I wish you all the best of luck. Thank you for all your dedication. I appreciate it.

COMMISSIONER MARZOEKI – I'll go next. George, I've learned so much from you and I really do miss you not being here on the Commission. I love your spunkiness. I love your wit and just your knowledge of planning in general. It

was just amazing. I loved sitting next to you all the time because you taught me so much about what it meant to be a Planning Commissioner and thank you for that and I wish you all the best in the future.

COMMISSIONER GELLER – Well we often did not agree. I always appreciated the lively debate and you know like I say I always appreciated your opinions. Sometimes we were together by ourselves and sometimes we were on opposite sides, but you always had a different perspective and I certainly appreciated it and I'm sorry to see you go.

PLANNING OFFICIAL TERELL – Before you leave George, Bruce Springer was going to try to make it tonight. He was in Orange County, so he wanted me to read something into the record for you and so I'll read it… "Dear George…. Thank you for the many years of good hard debate. The citizens of Moreno Valley have benefited from your thorough and conscientious insights into the General Plan and a myriad of planning issues. The gut instincts that you provided during our sessions provided the Commission, Planning Staff and the Applicants with years of solid direction. Lastly on a personal note I learned to respect your opinion and your integrity. Warmest regards, Bruce Springer". And to follow on that and in talking for the Planning Staff for Moreno Valley as well as the other Review Staff, I certainly appreciated your insight and your willingness to stand up for what you believed and I think everyone benefited from that, so I'll miss you and I know a lot of other people will miss you here, but you know how to contact us. I know that you still have opinions, so we look forward to hearing from you again.

FORMER PLANNING COMMISSIONER RIECHERS – Thank you. Thank you all.

700 PUBLIC HEARING ITEMS

710

P10-020 Conditional Use Permit

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. I'm Julia Descoteaux, Associate Planner. Before you this evening is Item P10-020 which is a Conditional Use Permit which is for an 8,700 square foot sanctuary and multi-purpose building in the Neighborhood Commercial Zone, located at 23750 Alessandro Boulevard.

The proposed building will be north of the existing church building on the site. It is currently developed in the shopping center. There are several points of access into the integrated shopping center via Alessandro Boulevard. The existing

shared parking with the shopping center will remain. The project will be conditioned to upgrade the existing landscaping and do the parking lot in addition to the new structure. The project has been reviewed and again the design is consistent with the existing building and will closely resemble that building.

As designed, the building will have a composition shingle roof which will match the existing building. The existing building was originally built as a restaurant and does not match the surrounding shopping center, however at the time the City Council initiated a Code change, which has since been revoked that allowed the themed restaurant that was there prior and the Church has purchased two lots within the shopping center and converted the restaurant into a Church.

The project was submitted in March of 2010. Several revisions were requested and submitted and all the relevant issues have been adequately addressed to the satisfaction of all parties. The project is exempt from the California Environmental Quality Act as an Infill Development project. Notice was sent to all property owners within 300 feet and as of this date I have no comments or questions regarding the application. This concludes Staff's presentation and at this time I can answer any questions for you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff? I have a couple. LD23 asks the designer to provide to the greatest extent feasible the implementation of water quality treatment at the site. What has been done?

ASSOCIATE PLANNER DESCOTEAUX – Okay, I'll refer to Clement Jimenez

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening. LD23 condition regarding water quality treatment… the developer has agreed to the maximum extent practical… direct the roof run-off into landscape areas that surround the building or that will surround the building. They are also going to be required to cover the trash enclosures per the current standard to prevent contaminants from washing out underneath the trash enclosure area and they are also providing grass swales around the building for water quality treatment.

CHAIR DE JONG – Has the use of porous concrete been entertained at all?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – It's a suggestion in the conditions but no commitment from the developer at this point.

CHAIR DE JONG – Okay, thank you. The second question and this is minor, but there are two diamond planters in the parking lot that are empty on both plans; the Landscape Plan and the Site Plan. I assume that there is a tree to go in there. Can you tell me what type of tree?

ASSOCIATE PLANNER DESCOTEAUX – Yes the existing parking lot will have to be upgraded with any trees that are missing and additional landscaping where it is sparse will have to be revitalized.

CHAIR DE JONG – Okay I'm talking about the two diamond planters specifically right in the center that are not showing any new tree at all.

ASSOCIATE PLANNER DESCOTEAUX - They are conditioned to… B14 has conditioned them to do that.

CHAIR DE JONG – Fine I didn't want that to slip through. Thank you. No other comments of Staff right? At this time I'm going to open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT MURRAY – Steve Murray, the Architect for the project.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant? Actually do you have anything you'd like to tell us?

APPLICANT MURRAY – No, I've been really pleased in working with the Staff in coming up with a solution in just matching the building that was there and trying to meet all the requirements to make into a nice addition to the community.

CHAIR DE JONG – Okay, thank you. Are there any Commissioner questions of the Applicant? Okay prior to the meeting I called Julia and I gave her a suggestion of mine for something on the interior. Planning Commission doesn't normally comment on the interior so I won't talk about it today, but if she hasn't told you already meet with her. I'm going to go ahead and close Public Testimony then; thank you and open Commissioner Debate.

COMMISSIONER GELLER – Yes I remember when the original restaurant went in. That whole controversy of having a different design but it complied with the Code and I think it was before my time when they passed the Theme Restaurant Ordinance. We revoked it a while ago. While the building doesn't really match the rest of the shopping center, certainly if they are going to build a new building it should match its counterpart. I see nothing wrong with the project. The location is fine. Traffic flow and everything is fine. That center has been vastly under-utilized for the most part anyway, so I don't see any reason not to approve it and move it forward.

CHAIR DE JONG – Good, thank you. Well I'd like to say that I think this is a great addition not only to the shopping center but to the Church as well. I think the Architect did a wonderful job in matching the new building to the existing previous one and I think it is a great addition. I think is perfect and perfect placement and I see nothing wrong at all with it, so it looks like we're very quick and short on this one. Who wants to make a motion?

COMMISSIONER MARZOEKI – I'll do it. I'd like to make a motion that the Planning Commission **APPROVE** Resolution No. 2010-25 and thereby:

1. **RECOGNIZE** that P10-020 Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15332 Infill Development Projects; and,
2. **APPROVE** P10-020 Conditional Use Permit subject to the attached conditions of approval included as Exhibit A.

COMMISSIONER GELLER – Second

CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Thank you and good luck. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Perfect. Thank you. Okay our next item is Item 720

720

PA09-0027 Conditional Use Permit

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening, this is Julia Descoteaux, Associate Planner. The item before you; a Conditional Use Permit application proposes the sale of beer and wine at existing Big #6 Food Mart Convenience Store between the hours of 8:00 a.m. and 8:30 p.m. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street. The primary land use for this parcel is Neighborhood Commercial. The Neighborhood Commercial District is to provide for the convenient location of neighborhood centers which provide limited retail and commercial services. The existing convenience store complies with the land use within the Neighborhood Commercial District.

The proposed project consists of adding the discretionary approval… The Conditional Use Permit for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of residential. Based on the information from the Department of Alcohol and Beverage Control there is

currently an over-saturation of alcohol sales within the census tract where this location is.

The Moreno Valley Police Department believes and feels that a liquor store in this area would add to a high rate of criminal activity. The project site is surrounded by Business Park zoning to the north, south and west and residential zoned property to the east. The adjacent parcel is actually zoned Business Park but currently developed with a multi-family structure.

To date I have received two phone calls regarding this project. One was an information only question with no opinion either way and the second one I have provided you a copy of it. It was an email that I received regarding opposing the project.

Staff is recommending denial of the Conditional Use Permit based on the above information and the Police Department was unable to attend tonight due to other commitments. This concludes Staff's presentation and at this time we can answer any questions for you.

CHAIR DE JONG – Thank you. I think… is there somebody from the Police Department. Okay, so there is now. Thank you. Commissioner questions of Staff? We have none, thank you. At time I'm going open up Public Testimony and call the Applicant forward.

COMMISSIONER GELLER – Do you want to have the Police Department say whatever they wanted to say first?

CHAIR DE JONG – Alright that's not a bad idea. Thank you. Let me close Public Testimony and is there something that the Police Department wanted to add to this prior to Public Testimony. Come up to the microphone sir so that way we can get it on tape. Thank you. If you would mind please stating your name for the record.

OFFICER HUDSON – It is Officer Hudson. I'm with the Moreno Valley Police Department and currently working with ABC Alcohol, Beverage and Control for the Department. At this time I was the one that actually wrote the Convenience and Necessity Letter and within that letter basically we showed our opinion of the area of some of the criminal activity that has been occurring there in the last several years. Also we have received letters from some of the residents that live in the area opposing this project, so there are numerous things that we looked at as far as this project before we made our opinion or our decision on it. I don't know if you have the actual letter with you…

CHAIR DE JONG – No

OFFICER HUDSON – If you need a copy of that that is fine. I can also give you a copy of the letter that I sent to ABC with our opinion on that.

CHAIR DE JONG - Can you summarize…

OFFICER HUDSON – Basically within this letter that we wrote, we believe a lot of it has to do with the criminal activity within this area between Cottonwood and Edgemont. With that criminal activity is also saturation of facilities selling alcohol within this area. According to ABC they actually allowed and I'm not seeing it on this letter, but I believe it was six in the area and now this one will be eight, saturating this area.

CHAIR DE JONG – That's what our Staff Report confirms

OFFICER HUDSON – So that's our opinion on that sir.

CHAIR DE JONG – Okay, alright. Are there any questions of the Officer?

COMMISSIONER SALAS – How close is nearest store that sells alcohol. How close is the nearest availability to buy alcohol from this location? Do you know?

OFFICER HUDSON – The closest location is going to be on Alessandro, which is just south of this location.

COMMISSIONER SALAS – And this is on Cottonwood, correct?

OFFICER HUDSON – This is on Cottonwood and Edgemont; yes sir.

CHAIR DE JONG – How big is the census area that you look at?

OFFICER HUDSON – As far as?

CHAIR DE JONG – It mentions the census tract. I think there are six businesses you said within tract and currently there is eight right now, so how big is that census tract?

OFFICER HUDSON – Actually ABC determines what that census tract is going to be. I don't really understand if they do it by mileage or if they break it up into areas within the city, but that is who actually does the censorship tract is ABC.

CHAIR DE JONG – Alright but in summary the Police Department just feels that selling alcohol would be a detriment to the area? Is that your opinion?

OFFICER HUDSON – Correct

CHAIR DE JONG – Okay thank you.

PLANNING OFFICIAL TERELL – Just about the geography, I know the dividing line is at Ellsworth; so it's roughly Ellsworth, Eucalyptus, Old 215 and Alessandro are the boundaries of the census tract

CHAIR DE JONG – Okay, that helps. Yes that helps. It's not really large.

COMMISSIONER SALAS – So there are seven now and this would be eight. Is that what we're saying?

PLANNING OFFICIAL TERELL – There are eight now and that is six over the normal; the base limit.

COMMISSIONER MARZOEKI – That would make it nine

CHAIR DE JONG – They allowed six and there are currently eight.

PLANNING OFFICIAL TERELL – There allowed two and there are eight.

CHAIR DE JONG – There is currently six and this would nine

ASSOCIATE PLANNER DESCOTEAUX – They allowed two…

COMMISSIONER SALAS – No matter what it is over what we recommend right?

OFFICER HUDSON – Yes sir

CHAIR DE JONG – Okay, are there any other questions? Thank you sir.

OFFICER HUDSON – Thank you

CHAIR DE JONG – Okay at time I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT – Good evening Commissioners. My name is Justin Kim. I'm from Los Angeles. I'm the representative for the Applicant. I'm delighted to be before you today. I never knew Moreno Valley was almost three hours from LA. I killed my Bluetooth headset on the way here. It's dead now because of all my talking on the phone, so I appreciate the time before you today.

Our Applicant, Mr. and Mrs. Choi have been at this location since 2004. I would like to note that they made a significant commitment to the community of Moreno Valley because they purchased the property. They are not leasing or not just renting. They purchased the property with the intent of finishing out their business career in the City of Moreno Valley. They applied for an ABC license back I believe in 2005 and at that time I'm not really sure what happened but I

think they were a little discouraged by the process so they withdrew their application. I think at that time there was discussion of maybe over concentration of licenses in this area but I would like to note for the Commissioners that since that time in 2005 when they applied, the City of Moreno Valley granted six licenses in this census tract. It was two at that time, so I don't really think it would have been as big an issue back then with the numbers as it is now, but it is a routine procedure that although the Department of Alcoholic Beverages Control allows for a set number of licenses, it is not abnormal to go over that number as long as you can prove public convenience and necessity for such a use.

One thing I would like to note, I'm not a resident of Moreno Valley so I'm not really sure, but I did notice that out of the six that were approved since 2005 or actually even out of the eight, I think only two uses are only mom and pop. Just judging from the piece of paper in front of me I mean most of the uses are Sam's Club, Target; the bigger name corporations and although it is a little daunting to compare ourselves to an organization like a Sam's Club or Costco or something like that, I'd like to add that for someone like my client; having done this work for as long as I have, I think it is almost better to have a person like this in your community and the reason that I say that it is better is kind of an abstract word, but this is their livelihood; this is their life savings; this is what they have invested; everything into one nest-egg and someone like this would be a very responsible business owner in your community because they don't have the luxury of failing at this and going onto something else.

I would much more trust people like this to represent alcoholic beverage sales than a larger company where I have 100 minimum wage workers checking in and out or talking or their cell phones or thinking about what they are going to do after their shift and not really paying attention, because I think the most important thing that ABC looks at is sales to minors is a huge, huge thing for ABC. That's like the nexus of all the problems that they are trying to keep people off the roads after they have been drinking, especially young people. They are just trying to get them to stay away from drinking period and I'd like to add that my client has had three different businesses with alcohol and beverage licenses in the last 15 years and I think she has 15 years experience. I have printouts from ABC. She has never once had a violation; she or her husband have never once had a violation and to be a property owner with a proven track record with ABC, I'm just hoping the Commissioners will give this a little bit of thought and you know and maybe consideration that even though the numbers seem daunting, if you are ever going to take a chance on someone, my clients would be a good bet for the City of Moreno Valley to give a little consideration to them. I have printouts here for the Commissioners if you would like to review them later on.

They have the experience here. I have 193 signatures on a petition here from residents within a couple blocks of the store asking for this. At certain times I think it has been referred to as a convenience store and liquor store by the Police Department, but I've been in a lot of liquor stores don't carry things that these

people carry. I mean except for a full service counter, I mean they carry fruits and vegetables. It is not something... soda, chips and hopefully alcohol type of premise. I mean they carry the basic needs that even a single mom or an elderly person or a child who wants to have something to eat or cook something could go and get basic ingredients for having a meal at home. This is not something that is just a stop in and get a soda or a candy bar type of store and I was surprised that the amounts of items that they carry there. I had only been there that one time when I first went there and was like wow this is full. This store is full of different items, so I would like for the Commissioners to take this into consideration that they've made a serious commitment to the City; they have tried before and they didn't understand the process back then, so they were easily discouraged but they made a commitment to the community. They made a commitment you know with our company to have us represent them and I really think that with what I have told you tonight, I think they merit at least a chance at getting this. They are very serious about getting this and being responsible and I think that their track record proves it, so I thank you for your time and if you have any questions I'd be more than happy to answer them.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant?

COMMISSIONER DOZIER – Is the store profitable without beer and wine? Are they doing well as a business where they are?

APPLICANT – I think in this economy I really don't think anyone is doing well per say but they are doing okay, but I think the main reason that they want to do it is not for a profit standpoint. I don't want anyone to perceive that they are being greedy about this, but over the years they have been asked by people why can't you do this. I come here to get things that I need without having to drive; without having to sit in traffic; without having to park. I can just come in and get what I need. Why can't I get this? I mean that is their main push for this was when they purchased this market they thought that maybe we could add this as an added convenience to our patrons, but you know they hit the wall once and now they are trying again, but it is mostly from people in the community that are asking. I'm sure that there are people in the community that are not for this, but I have people in the community that were not paid or not coerced but just asked we want to do this; what do you think and 193 people came forward and signed and said we want this; we approve this and they are people that live there. They are not people that are transient like going to work. In that neighborhood if you have been out that way, it is a residential neighborhood per say. It's not really a high thoroughfare type of road I don't believe, but I think the people are speaking and I hope that we can get some consideration for this because it is not from a greed standpoint but a public convenience or a necessity and people are clamoring for it.

CHAIR DE JONG – Okay

COMMISSIONER GELLER – I have a question and I'd like to see that.

APPLICANT – Oh yes sir

COMMISSIONER GELLER – The conditions say that they would be able to sell from 8:00 a.m. to 8:30 p.m. I assume they are open more hours than that.

APPLICANT – No sir. Thank you very much Commissioner Geller. That is the only hours they want to be open, so they are not trying to do late night sales either.

COMMISSIONER GELLER – Is the store open beyond those hours?

APPLICANT – No

COMMISSIONER GELLER – Are they open at 8:00 a.m. and close at….

APPLICANT – Let me check for you.

COMMISSIONER GELLER – Okay

APPLICANT – They close at 8:00 right now. They are just asking for 30 minutes.

COMMISSIONER GELLER – So they want to sell alcohol when they are open?

APPLICANT – Yes sir

COMMISSIONER GELLER – Okay they're not open beyond… they won't be open beyond 8:30?

APPLICANT – Yes sir, they are not going to try and do operating hours versus sales hours. It is just set hours.

COMMISSIONER GELLER – Okay

COMMISSIONER SALAS – They stated that seven or eight licenses are already in the area and that some of them are to the major stores like Sam's Club or Costco or whatever. Do you know how many of those there are to the major chains of the licenses in the area?

APPLICANT – Actually sir if you indulge me… Sam's Club, Target, Cost Plus; there is one with no DBA so I'm not sure what this is. It is more of an investment group incorporated; Smart and Final, Riverside Petroleum which I believe is probably a gas station; La Buena Market and Walmart.

COMMISSIONER SALAS – So basically we're talking about major chains here

APPLICANT – Exactly

COMMISSIONER GELLER – Smart and Final is gone

APPLICANT – I'm sorry, I wasn't aware

PLANNING OFFICIAL TERELL – It sounds like all of those licenses are in the City of Riverside.

COMMISSIONER SALAS – Yes exactly

APPLICANT – Oh I'm sorry, they all fall within the census tract

PLANNING OFFICIAL TERELL – Which is just north of the area identified, so that census tract apparently extends out of the City.

COMMISSIONER SALAS – So basically they fall in that ABC designated for six or less but they are major stores. Okay, thank you

APPLICANT – Thank you sir

CHAIR DE JONG – Okay are there any other Commissioner questions of the Applicant?

COMMISSIONER BAKER – Yes I think I know where we're at on this. This is beer, wine and hard alcohol right?

APPLICANT – Beer and wine

COMMISSIONER BAKER – Beer and wine only… Okay no hard liquor. Okay very good, thanks

APPLICANT – No sir

CHAIR DE JONG – Are there any other questions? Okay thank you

APPLICANT – Thank you. I'm sorry; would you like to have a copy of their previous history with ABC?

CHAIR DE JONG – Okay I have one speaker. Matthew Fields please come up. There is a three minute time limit. Thank you.

SPEAKER FIELDS – My name is Matthew Fields Jr. I live at 13455 Edgemont Street, Moreno Valley. I have lived in my house for 15 years now and this

convenience store is close to Big 6 Market Liquor. Years ago it was a long distance to pick up liquor or something like that at other stores. I didn't have one close by. It is a pretty clean store. The people there are pretty nice in the neighborhood. A few there enjoy them. There are some pretty nice people there. So I would have no problem. I live probably two houses down from the market. I wouldn't have any problem with that.

CHAIR DE JONG – Alright thank you. Okay ma'am if you want to speak, it is your turn and if you could please state your name and address for the record and then please fill out a Speaker Slip for us afterward.

SPEAKER KENDALL – I'm Irene Kendall and I live at 21849 Cottonwood Avenue and I've been here in Moreno Valley since 1945. I've lived at my address since 1948. I'm just about half a block from the little store. We have a Church; we have Churches all around there. We have Churches meeting at 21640 Cottonwood Avenue at the Edgemont Women's Club. We have Liberty Baptist Church at… I've forgotten it right now.

CHAIR DE JONG – That's okay

SPEAKER KENDALL – But it is in the middle of the block of Edgemont; between Edgemont and the railroad and Bay is the name, but I would not like to see a license issued. We have a school at the end of… at Eucalyptus and we have children… that particular area is very populated with school children and teenagers too I might add. I just… well it's not a very… well let's see, there are a lot of things going on there in the community already and I really feel that this would not enhance the area at all. I know our Church is not happy with it if a license was issued and the other Churches that are meeting at the Edgemont Women's Club; there are two Churches that meet there, so that's what I have to say. All around me it is a very depraved area and I cannot think that issuing a license would help to improve our community, so that's what I have to say. Thank you.

CHAIR DE JONG – Thank you very much. Is there anybody else that would like to speak at this time? Yes, come forward sir and if you haven't filled out a Speaker Slip yet, please do so after you speak. Tell us your name and address and there is a three minute time limit.

SPEAKER – My name is Danny Chang. I live at 13162 Day Street, Apt. G205. I just want to talk to you. If the license is approved tonight I just want to tell you about the market. They are very giving away people. I know him a few months ago. He is giving away to the friends; always something; always something like coke and giving away. He is giving always with his business… the neighborhood a barbecue and hot dogs and I'm very happy he opened the market over there. It is a very dark area but he is a very bright light. I just want you to approve that and make that neighbor happy. That is why I am here. Thank you very much.

CHAIR DE JONG – Thank you. Is there anyone else who wants to speak in the audience? I can't see anyone coming forward so at this time I am going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – I have one more question. If somebody were to buy this facility, wouldn't they have to get a new Conditional Use Permit?

PLANNING OFFICIAL TERELL – No

COMMISSIONER GELLER – Can we add a condition that if there is a change of ownership they have to re-apply?

PLANNING OFFICIAL TERELL – That's a good question. I don't know the answer to that. Typically all land use approvals go with the land; they don't go with the operator.

COMMISSIONER GELLER – I know they can't keep the license, they have to apply for a new license, but I don't know if that would require them to re-seek a new Conditional Use Permit.

PLANNING OFFICIAL TERELL – Under our current code, no it would not.

COMMISSIONER GELLER – Okay but are you aware that we couldn't add a condition to…

PLANNING OFFICIAL TERELL – I'm not aware. I haven't looked into that. I don't know if Suzanne has any thoughts on that.

DEPUTY CITY ATTORNEY BRYANT – You can probably add a condition. I want to point out that the license is not before you. It is the Conditional Use Permit.

CHAIR DE JONG – Okay we are in debate right now, would you like to continue?

COMMISSIONER GELLER – Sure… I have to say that Mr. Kim gave a pretty compelling presentation because I'll tell you when I read it the first thing that I said is why are we approving more… why are we considering… well if you consider reviewing an application, but I'm saying we don't need any more liquor sales in this area and I really have a lot of doubts. But first of all, looking at everything, both the petitions and the type of stories and those sorts of things was one issue but the other real compelling this is looking at the list of licenses except for one, they are all in the City of Riverside and all Fortune One Hundred companies and I don't think that has any application whatsoever to our decision here, because I know I never approved any of those and I've been here a long time.

We've turned down several Conditional Use Permits for alcohol sales in places not too far from here, but far enough; I don't think in the same census tract, but it was a real surprise out of all these licenses there is only one that is even remotely similar, so if we were to add this one, as far as I'm concerned that is only two licenses, because all the rest of the stores are all on Day Street and that has no application whatsoever here. It's a completely different market and I don't think they're even remotely comparable. Like I say, some areas are worse than others and I mean I know there is a perception that every time there is alcohol sales, you know the whole City collapses and some places are irresponsible and some places aren't.

The fact that these applicants have a clean history with ABC is also compelling and the fact that they own the land I don't think is a trivial issue to ignore because it shows they've made a clear investment and obviously they expect to make some profit for it true; I mean I have no doubt and while I don't know that any community absolutely has to have alcohol sales, I'm not inherently opposed to it. I drink my share of wine and other things. Based on everything that we've seen, I would go ahead and agree to passing it, but I want a condition added that they must renew the license if there is a sale of the property or that the license transfers. If there is any application for a license transfer then this Conditional Use Permit will terminate and they would have to apply for a new one. Like I say much of my decision is conditioned on what I have heard and believe about these owners and I'm not going to make the same assumption on any future owners. Like I say I would propose if we do approve it that we add a condition that upon the transfer of this license then the Conditional Use Permit will expire or terminate and that I think would solve the problem because they can't get a new owner without applying for a new license.

DEPUTY CITY ATTORNEY BRYANT – If I may add something Commissioners... There are no conditions attached to this tonight because it is recommending a denial, so if you wanted to add conditions maybe we could bring it back at a future date and have the proposed conditions attached. It would give us more time to draft them.

COMMISSIONER GELLER – Okay, I forgot about that. You are absolutely right. You know like I say, the nearest one is Alessandro and it is not all that close; certainly not in walking distance and the rest of them like I say as far as I'm concerned they don't even apply even though ABC can do whatever they want but they are nowhere near and are a completely different kind of market. They serve a different market and they really have no bearing... as far as I'm concerned they have no bearing whatsoever on this particular type of operation and you know like I say I'm always reluctant to approve these in certain areas, but like I say I think ABC's assessment is simply incorrect. I would like to call up the Police Department one more time. I'd just like to ask them if they have something specific about this particular facility as to why they think we should

deny it because I would give great deference to their opinion, but if it is solely because of the numbers, you know we can make our own assessment from that.

CHAIR DE JONG – Let's do that right now. I guess I have to reopen Public Testimony… nevermind, scratch that

OFFICER HUDSON – Yes sir

COMMISSIONER GELLER – Yes do you have any…? If the six other stores were not an issue, do have any specific reason for these applicants or this particular location; if saturation wasn't an issue, does the Police Department have any particular information or opinion about this specific store or these owners or anything else other than just a saturation.

OFFICER HUDSON – Well the size of saturation. I was able to go on our website for the Riverside Sheriff's Department and from June 2009 to I believe June 2010 I've got more than 50 pages of calls for service within that area where that store is at, ranging from anything to attempted murders to DUI drivers, to drunk in public; whatever that is right here; more than 50 pages of calls for service in that area.

COMMISSIONER GELLER – What area are you talking about or the parameters that you used for that report?

OFFICER HUDSON – You are very familiar with the Edgemont area?

COMMISSIONER GELLER – Yes

OFFICER HUDSON – These calls for service are within probably within the next four or five blocks of just criminal activity alone, just around that particular store, not to mention the rest of Edgemont, where these people would actually be using this store for their alcoholic beverages, so other than just criminal activity part of it, is there anything else you would like to know regarding that census tract.

COMMISSIONER GELLER – Have you at that particular address, has there been a lot of problems.

OFFICER HUDSON – There have been several over the last year or so. Like I said there is a couple in here that are drunk in public, DUI drivers in the area, not necessarily from that location but they are within that area, which people obviously have alcohol beverage problems within that area. This will just add to another.

COMMISSIONER GELLER – Okay, thank you.

COMMISSIONER SALAS – So what you are saying basically is that they are going out of their way to purchase the alcohol now a little further away from where they are now and it would make it more convenient for them to get it local more local so the crime rate would go up? Is that what you are stating?

OFFICER HUDSON – Yes sir and coming from my own personal… I've been here in this City for six years as an Officer working the streets. I know this area very well. I know Edgemont very well. I have worked Special Enforcement Teams where we work with a lot of undercover type of projects in this area. I know what type of criminal activity is coming out of this area. As of right now the people are not going to this location to get alcoholic beverages. They are going to Alessandro where there are several liquor stores within that area.

COMMISSIONER SALAS – But they are going to keep selling alcohol in that area; is that correct?

OFFICER HUDSON – In the Alessandro area?

COMMISSIONER SALAS – Yes

OFFICER HUDSON – Correct

COMMISSIONER SALAS – I've lived here also since 1970. Edgemont has never been a desirable area especially the area that you are talking about; the Edgemont Street area so…

OFFICER HUDSON – This is coming from my own personal experiences with this area. Like I said this is only a year or a year and half worth of data with criminal activity. If we were to go back even further we'd have quite a stack of paper here.

COMMISSIONER SALAS – Thank you

CHAIR DE JONG – I'm going to open Public Testimony and call the Speaker to the podium. Please state your name and address for the record.

SPEAKER – My name is Yvonne Coles. I live at 13561 Edgemont. I'm right across the street from them. I like the little store. Since he's been there, there has not been any problem on our neighborhood. I know there are people that are doing things in the neighborhood, but not on our street or right at Jericho's. He doesn't let people gather around that store and I like him because he looks out for our people and the kids there, him and his wife both and we have not had no problems. I don't understand why the Officer said that but I know on that street there has been no problem. There have been car accidents where people have been driving too fast up and down Cottonwood because I've called the Police myself to report those accidents and he does too. As far as shooting or

attempts or whatever around there; there is no shooting on our street. It's been real nice and comfortable there and those people look out. He doesn't let anybody hang around on that store if they look like they are going to cause trouble. He will call you guys. I mean the Police Department yourself and I know I'm out there all the time on my handicap scooter and I never have for the last 12 years and I have not had a problem. No one has a problem. Our neighborhood is very quiet and very nice and it is going to make easier for a lot of us that do go to the store and need this and is there for us. That is why I appreciate it being there. As far as the drinking and stuff I don't drink no more, but I would appreciate it if it was there that I could go home in my own house because it would be too far for me to go, but I don't see a problem because he is a very good responsible person. I know he would not let anybody be loitering around. So that's all I have to say. Thank you

CHAIR DE JONG – Thank you very much. While the Public Testimony is open, is there anyone else who would like to speak. Okay, I'm going to close Public Testimony again and reopen Commissioner Debate. Were you finished Commissioner Geller?

COMMISSIONER GELLER – Yes, I want to hear what everyone else has to say then I might say something else.

CHAIR DE JONG – Okay

COMMISSIONER SALAS – I agree with… I just think that if the neighborhood market and the idea of the neighborhood market is to serve the neighborhood and the hours that they are open; from 8 to 8, I don't see that as real trouble in that timeframe and also I agree with the community. I agree with the neighbors. If you want to go across the street and go get a six pack of beer instead of going to Costco or Cost Plus, because you know the hassle when you go there, I don't see anything wrong with it. I think that it serves the neighborhood and that's the idea of a neighborhood market.

CHAIR DE JONG – Thank you.

COMMISSIONER DOZIER – As much as I would like to reward the owners of the store for being good citizens and for being sensitive to the needs of the community and providing for the community, I have a problem at all times helping people get access to any drug that has ruined so many of our lives. All I have to do to stay consistent with that philosophy is to support the Police decision and support our Planning Department's decision to deny it. I think it is too bad that this particular community who needs convenience for many things and that the application is for a permit that will allow them to sell beer and wine, I feel badly about that because I'm going to take the position that I want to support the recommendation to deny it. I just philosophically don't feel good about making it easier for a community that has already demonstrated that there are problems in

the general community; many alcohol related problems that the Police have documented for many, many years and I don't want to contribute to that. I don't want to make it more convenient for those folks who have had those problems and have made that problem for that community to make it easier for them to get any more of it or let them travel the longer distance. If they want the beer and wine, let them go the further distance. That's my personal opinion and I'm going to support the recommendations of our City Planners and our Police Department.

CHAIR DE JONG – Before I ask for any more comments I have just a question for Staff. I think I read that being a Conditional Use Permit; if there is any issue of non-compliance at all it can be revoked. Is that correct? Did I read that right?

PLANNING OFFICIAL TERELL – There is a process. If there is a concern, what would happen is we'd advise the permitee of that and we would bring forward something to the Planning Commission. We'd basically have another hearing and it would be a revocation hearing at which time the Planning Commission would hear evidence from both sides and then make a determination whether or not to revoke the Conditional Use Permit. So it's a process.

CHAIR DE JONG – How long approximately would that process take?

PLANNING OFFICIAL TERELL – We haven't done too many of them. I would say it is a 60 to 90 day process.

COMMISSIONER GELLER – I don't think I've ever done one and I've been here 14 years or something.

PLANNING OFFICIAL TERELL – Yes I know. I think we had one and I think it was related to a night club was the last time we had one, so it's pretty rare.

CHAIR DE JONG – Who would investigate that process; the Police Department for example?

PLANNING OFFICIAL TERELL – It could be the Police Department. It could be a complaint from the neighborhood that we would investigate. It could be you know… but it is usually internal. The other potential… the other thing that is obviously at risk is the alcohol license itself and I suspect that it's generally a more effective way. Say they lose their liquor license for bad behavior; then that would be a pretty simple reason to revoke the Conditional Use Permit. That would be evidence that would be presented. Obviously they couldn't operate under the Conditional Use Permit if they have no liquor license, but…

COMMISSIONER MARZOEKI – How would they lose their liquor license? How would they typically lose that?

PLANNING OFFICIAL TERELL – I'm going to ask the Detective.

COMMISSIONER GELLER – I can answer that. A sale to minor's violation…

COMMISSIONER SALAS – Drinking on premises…

COMMISSIONER MARZOEKI – All those things okay

PLANNING OFFICIAL TERELL – I mean they do an investigation. Either they would observe themselves inappropriate behavior on the part of the licensee or they would have a complaint they would investigate; meaning ABC, the Alcohol, and Beverage Control and I know they take it very seriously.

CHAIR DE JONG – So currently there is a license and we're voting on the Conditional Use Permit.

PLANNING OFFICIAL TERELL – No there is no license. They have applied for a license. The Police Department has recommended against granting that license which the City has to override; has to find that public convenience so if the Planning Commission was interested in granting this property owner or business owner that then we would bring it back and you would have to make a finding of public convenience which means the needs of the surrounding community overrode that limitation on the number of licenses in some proximity.

CHAIR DE JONG – Okay

DEPUTY CITY ATTORNEY BRYANT – And if I may add to that… In order to grant a Conditional Use Permit you know that you have to make the findings that it will not be detrimental to the public health, safety or welfare or be materially injurious to properties or improvements in the vicinity.

CHAIR DE JONG – Okay thank you.

COMMISSIONER BAKER – You know looking at these and I assume most of these signatures are valid on this petition that the landowners have put together. I mean there is a bunch and I don't know if it makes any difference on these applications where you know that I've been in the restaurant business and you know where we've had hard liquor or had full bar you have a lot more problems than a beer and wine deal and my feeling here with the track record that these owners have, which I'm not going against the Planning Commission or the Police or anything, but from what hearing here and from what they've been doing running the operation and everything with the food, I don't know why they would subject themselves to mess up the rest of their business for selling beer and wine. So from what I'm hearing it sounds like they are responsible. They want to come to bat and do this. I don't think it is on a profit deal. I think it is more of a convenience to the community and I think from what I understand they can always limit who they sell that too. I think the minors; what is it; you have to be over 25 to buy liquor now…

COMMISSIONER GELLER – 21 still

COMMISSIONER BAKER – So you've got that… Well you know there is nothing saying they have to sell the liquor to the person I mean I wouldn't think. So my deal is and I know the area has got its problems, but we've got other areas of the City that have their problems. It just doesn't seem fair to me that they should be denied a Conditional Use Permit on the situation especially when six out of those 8 are national chains that really don't sell per say over the counter type. I mean they are selling case goods and things like that and the other thing here is this is not a liquor store. If this was going in here as JR's Liquor Store here then I'd say no, but where it is part of a reputable market where they have their money invested in it, I say we take a hard look at moving forward with it. This is just my opinion.

COMMISSIONER MARZOEKI – Well this is a hard one. I came in here and I had read the Staff Report and everything and it was like… well I never make my decision until I'm actually sitting here because so many things always change, but I was already just to say okay well we've got too much saturation in the area here and we can't possibly go farther than that, but then finding out that you know most of those businesses are in Riverside, that puts a different light on it. This is a neighborhood market. It is serving the community. It is only open from 8 to 8:30, so there is limited hours. Can something happen; yes something can? You can drink any time of day, it doesn't really matter, but on the other hand, here I am a Planning Commissioner and I'm supposed to look out for the community as well and what is not to say that people can't go that extra distance and actually get the alcohol elsewhere, so I struggle with that female side of me along with the Planning Commissioner side of me. This is a really, really difficult one for me, but I think I side on the side of the applicants. Just the things that I've heard tonight about them; they are very good for the community; they are here to stay; they own the property; they'll probably be here for awhile. That is what my heart is telling me instead of my mind and I normally don't do this. I normally don't vote based on my heart, but my heart is telling me that this is something that we got to go forward with and not deny.

CHAIR DE JONG – Would you like to revisit

COMMISSIONER GELLER – Yes I would. I sat in on a number of these applications over the years and a few of them I was very unhappy that the Police Department in some cases didn't even bother to write a report and in some cases I was pretty surprised that they signed off on it and in some of them I'm sure that no one paid much attention to it. To me the most important thing for these types of… for this particular….for alcohol sales or for any decisions alcohol related, it is what can it do to the community in terms of crime and other issues. I mean that has to rank more importantly than anything else.

Whether it is profit, convenience or whatever, if there is any reasonable possibility it is going to increase crime or other issues in that community, there is no way I would vote for it. I mean I think that's a risk that is just not worth taking. I mean if somebody has to go a few more blocks, they have to go a few more blocks. I understand the one issue of convenience is it probably encourages people to drink more because they may not be inclined to go 20 blocks but they might walk across the street. I have to give great deference to the Police Department's opinion and I know this area, I worked it myself for many years working with the Moreno Valley Police Department and it is a serious crime area and antidotal of other evidences whenever there is alcohol people open the bottles and they open the cans when they get out the front door and start drinking before they get home and anyone thinks otherwise particularly if they are walking. They are not going to wait until they get home half the time. I have to follow... I mean I think the crime reports provide a very compelling story and in a very small area and if there is any reasonable possibility this could cause an increase in crime I'm not going to do it. I'm not going to vote for it. I don't think it is fair to the residents that live there.

I think one woman said her street was perfectly quiet. I don't know; like I say I worked it for many, many years and it's an area with its problems and I don't want to add to them. We do what we can to try to improve the City. Again the customers of Target and all those places... the practical side is there are not nearly as likely to go start drinking in the parking lot than people that walk to a convenience store. I mean you go to any convenience store that sells alcohol and you are going to see people drinking in the parking lot on their way out or whatever. This is one of the toughest in terms of these types of Conditional Use Permits. I don't have a clear; I am torn but I have to... like I say I complained when the Police Department didn't participate in the past in these decisions and at this point they have participated and they have given their opinion and I have to give it great weight, almost more than anything else absent it being completely unreasonable, so based primarily on the crime issue or the potential for crime issue and the surrounding neighborhood, I'm going to vote against it. The only thing that I'd ask that if I'm outvoted and the Commission is desirous of allowing it that we condition it like I said before that when they do the conditions that one of the conditions be that if the license goes up for renewal the CUP will terminate, so we won't at least have to worry about a new owner taking over that hasn't had the same scrutiny as this owner. Anyway I'm sorry. Like I say I have been torn heavily, but I have to give great deference to the Police Department in this matter because like I say I'm not here to approve something to increase crime in the City.

CHAIR DE JONG – Okay my turn. I am torn as well. Actually it is a hard one. I came in thinking it might not be quite as hard as it is. I have a lot of respect for communities and community markets and all that and the way communities interact with each other. I don't see that changing very much with either way this goes. Apparently it is a nice community and that's good and the owners are

responsible and that's good. I hope they stay that way. We very rarely get any real communication from the Police Department regarding our projects. Sometimes we do but often we don't and as Commissioner has been said it has been kind of lacking in the past and when we do get a report, it is important and I rate it and these are the people that are out there every day and they see what I don't see and they respond to what I'm not responding to and they are telling us that there is a large crime rate right now in that small concentration of area and I have to believe them. I have to go with that. I have to pay a great deference to their written opinion and their job is to protect the City of Moreno Valley and I hope the applicant and the people in that community understand that they are protecting them as well and I have to go ahead and agree with the City and deny this Conditional Use Permit on that basis, so thank you. It seems like we might have a split.

COMMISSIONER GELLER – I mean let me just make the motion that's recommended and we'll take the vote and see what the vote actually is…

CHAIR DE JONG – An aye vote would be agreeing with the denying.

COMMISSIONER GELLER – Correct, yes. I'm going to make a recommended motion and then assuming somebody seconds it, we'll take a vote and it if fails, then you know we'll have to…

CHAIR DE JONG – Okay, so bear in mind that an aye vote is to deny.

COMMISSIONER GELLER – Okay I'd like to make a motion that we **APPROVE** Resolution No. 2010-26 thereby **DENYING** PA09-0027 Conditional Use Permit, with no action on the environmental issue required.

CHAIR DE JONG – Okay is there a second?

COMMISSIONER DOZIER – Second

CHAIR DE JONG – All those in favor?

Opposed – 2 (Commissioner Baker, Commissioner Salas)

Motion carries 4 – 2

CHAIR DE JONG – Thank you. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall be final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you very much applicant and community for coming out and thank you for letting us hear your thoughts.

800 OTHER BUSINESS

810 Staff Comments

PLANNING OFFICIAL TERELL – Your next meeting will be January 13th of 2011 and I'm not sure exactly what will be on that Agenda; it's a little bit early, but there are several items that are close enough that we do believe that you have that meeting. There is a modification to the Robertson's Redi-Mix approval that you made some time ago and then there is a product change that is above 25% which we would require Planning Commission Hearing, so those two likely be coming forward to you. There may in fact be others or replacements for that. Other than that it is the end of the year. It is the holiday season and I wanted to wish you all a very happy holiday season. Sorry Bruce wasn't here because he bought me this tie, so I had to wear it and it is a nice tie but…

COMMISSIONER SALAS – It's a matter of opinion…

PLANNING OFFICIAL TERELL – It's a nice tie and that that's my story and I'm sticking with it and you know he did keep in touch and was very interested in coming to see George's recognition, but unfortunately he couldn't make it back in time.

CHAIR DE JONG – Okay, thank you

900 COMMISSIONER COMMENTS

COMMISSIONER GELLER – Well the election is final, finally so Marcelo Co will be sworn in next Tuesday along with my partner Richard Stewart for I think is his fifth term or something or maybe six. He has been in for 20 years.

CHAIR DE JONG – That's a long time

COMMISSIONER GELLER – Yes, yes, so anyhow congratulations to them and they had two new school board members sworn in for the Moreno Valley Unified on Tuesday, so anyway, Happy Holidays to all. Hanukah just ended and Christmas and New Year's and such are upon us, so Happy Holidays to everybody and we'll see you next year.

CHAIR DE JONG - Excellent, thank you.

COMMISSIONER SALAS – Happy Holidays to all, but Skechers is looking good. It is really getting up there. You've got to give the contractor a lot of credit. He's kicking you know what up there.

CHAIR DE JONG – Excellent. Is there a motion to adjourn?

1000 ADJOURNMENT

COMMISSIONER GELLER – So moved

COMMISSIONER SALAS - Second

CHAIR DE JONG – Thank you and good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Rick De Jong Date
Chair

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
JANUARY 27TH, 2011

100 CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

200 ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Marzoeki
Commissioner Salas, Jr.

Staff Present:
John Terell, Planning Official
Associate Planner Julia Descoteaux
Associate Planner Jeff Bradshaw
Suzanne Bryant, Deputy City Attorney

300 PLEDGE OF ALLEGIANCE

400 APPROVAL OF AGENDA

CHAIR DE JONG –Okay the next item is the approval of Agenda. May I have a motion for that?

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Thank you, is there a second
COMMISSIONER SALAS – Second

CHAIR DE JONG – Okay I heard a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

500 PUBLIC HEARING ITEMS

CHAIR DE JONG – Item 500 is to advise the public of the procedures to be followed in this meeting and they are on display on the table by the entrance to the room.

600 PUBLIC COMMENTS

CHAIR DE JONG – Item 600 is an for comments by any member of the public to comment on any matter which is not listed on the Agenda but which is within the subject matter of the Commission and I have no Speaker Slips. Does anybody wish to speak right now? Okay I see no one coming forward.

650 NON-PUBLIC HEARING ITEMS

Approval of Minutes
November 18th, 2010

CHAIR DE JONG – Approval of Minutes for November 18th, 2010… somebody who was here.

COMMISSIONER GELLER – Are they out of order now?

CHAIR DE JONG – They are out order… Well I'm not out of order but they are out of order.

COMMISSIONER GELLER – Move approval

COMMISSIONER SALAS – I second

CHAIR DE JONG – Okay that's good. Is there any discussion for that? All those in favor?

COMMISSIONER MARZOEKI – I abstain

COMMISSIONER DOZIER – I abstain

CHAIR DE JONG – Commissioners Marzoeki and Dozier were not here so it is right that they would abstain.

Opposed – 0
Abstention – 2 (Commissioner Marzoeki and Commissioner Dozier)

Motion carries 4 – 0 – 2 (with 2 abstentions – Commissioner Marzoeki and Commissioner Dozier)

700 PUBLIC HEARING ITEMS

710

P10-093 Variance

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair De Jong and members of the Planning Commission. My name is Jeff Bradshaw. I am an Associate Planner with the Planning Division. The Item before you this evening; Item 1 is a request for a Variance from the Applicant Jose Navarro who is the property owner of a home located here in town at 12013 Marigold Avenue and the request is for approval of a exception or variance for parking requirements for a single-family residence. The Code requires a two car garage for all homes. In this case, the City is in the process of widening Ironwood Avenue and the result of that is the need from City to acquire a strip of land across the front yard of this property which will result in a reduced front yard and thus making the current garage unusable or unsafe and for that purpose the request for the variance.

The proposal is to construct a new single-car garage on the side of the home along with a carport and be able to provide two off-street parking spaces, but again still not being able to meet the current requirement. With the right-of-way acquisition the parcel size for the property there actually becomes smaller than our current standard and doesn't allow for enough area to place a two-car garage and that is the reason for the request for the variance. I know you have had a chance to review the Staff Report so I was trying to keep my presentation short, but I'd be glad to provide any additional details if you have any questions but that is the request.

CHAIR DE JONG – Commissioner questions of Staff?

COMMISSIONER GELLER – So I assume that if we didn't approve it the City wouldn't be able to take that land?

PLANNING OFFICIAL TERELL - Well they might still be to take the land but it would prevent the closure of the existing garage.

COMMISSIONER GELLER – So what are they going to do? Are they going to make it living space?

ASSOCIATE PLANNER BRADSHAW – That's correct. The garage will be closed at the Ironwood access and converted to habitable space.

COMMISSIONER SALAS – I'd just like to say that I live right around the corner from there and I understand exactly. It would be too dangerous for them to be able to back out onto Ironwood Avenue, so I have no problem with this. It makes total sense to do this.

CHAIR DE JONG – We're not quite deliberating yet, but thank you.

COMMISSIONER SALAS – Oh okay, I'm sorry. Well it's the truth.

CHAIR DE JONG – I've got a question for you. Does this basically have to do with the busyness of Ironwood right? I mean there are other locations in the City that I can point out that the driveway is less than the length of a car. It is very substandard but they are new developments in Sunnymead Ranch and they are probably maybe eight feet long or maybe even six feet deep but the street is not busy. Does that have something to do with it?

ASSOCIATE PLANNER BRADSHAW – Yes in this case it is an arterial. The concern is the speed and the volume of traffic in front of the house and it is a safety concern.

CHAIR DE JONG – Well I had a question that pertains to the variance. How is the carport going to be accessed? It doesn't seem like there is enough room for a car to go around it.

ASSOCIATE PLANNER BRADSHAW – The garage is actually designed as a tandem garage so there would be doors at both ends and they would be able to drive through and park in the carport and that is how they would access it.

CHAIR DE JONG – Okay, alright; so the original garage space; obviously the space is going to remain there so you can use it for storage or whatever.

ASSOCIATE PLANNER BRADSHAW – The proposal is to go in and redo the outside of the home so it has the same appearance as the rest of the front of the house; remove the door and convert it to habitable space.

CHAIR DE JONG – Right and the interior space of the garage would remain obviously in the same location so the homeowner can use that for whatever he chooses to use it for.

ASSOCIATE PLANNER BRADSHAW – Yes that is correct

CHAIR DE JONG – Since this is new, a single car with a drive thru is not going to offer any room for storage at all.

ASSOCIATE PLANNER BRADSHAW – That is true

CHAIR DE JONG – Alright, are there any other questions of Staff?

COMMISSIONER MARZOEKI – Just one minor question. When the house was originally constructed was the driveway constructed in the right-of-way or did that happen after the fact?

PLANNING OFFICIAL TERELL – When it was built; I mean currently the driveway meets standard and when this house was built which I'm guess was about 30 years ago or so, Ironwood wasn't a busy street, but it was built according to Code.

COMMISSIONER MARZOEKI – Okay according to Code… okay that was all.

CHAIR DE JONG – And there are no other houses that are or will be affected by this widening in this matter?

PLANNING OFFICIAL TERELL – No, not in this matter. There is another house I believe further down on Ironwood where they are actually relocating the door on the garage from the front to the side or the front to the rear; I can't remember, so it doesn't create the same issues here because they actually had room to do that.

CHAIR DE JONG – Okay thank you. Okay, seeing no more questions of Staff I'm going to go ahead and open Public Testimony and call the Applicant forward if the Applicant is here.

COMMISSIONER GELLER – If they want too

CHAIR DE JONG – If you want to come forward to the podium please.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – We are the owners of the property at 12013 and we have no objections of what is getting planned on there.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – He is saying that of today he has been having a lot of issues regarding the permits. He has been bringing them and they have been sending them back with codes; back and forth until today. This was about a week ago that the papers have been returned to him according to codes that are needed.

CHAIR DE JONG – The correction items I believe; right?

TRANSLATOR – Yes

APPLICANT - (The applicant is speaking Spanish)

TRANSLATOR – He said that before the reno paperwork and planning and everything that has been going on he hasn't hold anything. If it wasn't for him or for permissions, he would have done this job already. It would have been completed.

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – Okay the only problem he is having right now is about the permits and we would like to know if there is going to be a fence covering our property for the safety of us living there.

CHAIR DE JONG – Okay I can direct that question to Staff

PLANNING OFFICIAL TERELL – Yes that is actually a question you would have to ask Mr. Henry No. This is should hopefully be the final permission to build the addition, assuming you've got your approval from the Building Department; correct?

TRANSLATOR – Yes

PLANNING OFFICIAL TERELL – So once you get approved or if you get approved tonight, then you could proceed with getting your building permit and then start construction. But as far as the fence, you would have to talk to Mr. No about whether that is included in your arrangement with the City or not.

TRANSLATOR – Okay, thank you

APPLICANT – (The applicant is speaking Spanish)

TRANSLATOR – He was telling me the answer to the question that I asked you about the fence or anything that Mr. Henry had told him that was going to be possible for us to have it but he wanted to know if you guys are compromised to that.

PLANNING OFFICIAL TERELL – Well it's either going to be a block wall or wood fence. Okay you need to get a building permit for that but as long as you build it on or behind the new property line that should be fine.

TRANSLATOR – Okay

CHAIR DE JONG – Okay any other questions for us. So the family is happy with this and everything is good.

TRANSLATOR – He made his decision. He said he is happy about that Planning because he knows it is going to be better for us.

CHAIR DE JONG – The variance is all we have control over tonight; just the variance part. Okay, thank you very much.

APPLICANT – Thank you

CHAIR DE JONG – Thank you. I'm going to go ahead and close Public Testimony now and open Commissioner Debate. Who wants to go first?

COMMISSIONER GELLER – I don't think there is much to say if anything.

CHAIR DE JONG – There's not

COMMISSIONER GELLER - I'll make a motion unless somebody…

CHAIR DE JONG – Does anybody have anything to discuss at all? Okay, I'm open for a motion

COMMISSIONER GELLER – Okay, I make a motion that we **APPROVE** Resolution No. 2011-01; the first one of the year and thereby:

1. **RECOGNIZE** that Variance application P10-093 will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines , Section 15303 New Construction or Conversion of Small Structures; and
2. **APPROVE** Variance application P10-093, subject to the findings in Planning Commission Resolution No. 2011-01.

CHAIR DE JONG – Thank you; is there a second on that?

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Thank you; is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council with 15 days.

CHAIR DE JONG – Thank you very much and good luck.

720

P10-104	**Variance**
P10-083	**Amended Plot Plan**

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners, I am Julia Descoteaux, Associate Planner. The item before you this evening is P10-104 for the Variance and P10-083 for the Amended Plot Plan. The Project includes an Amended Plot Plan for a change of use from retail to medical office use. The medical office use requires additional parking and due to the change of use and the proposed tenant improvements, the site improvements that are required to meet the minimum parking lot design standards.

A variance for the reduction in landscaping and end planters is the item that we are here for tonight. Variance findings can be supported by the unique circumstances or conditions of the project site. The site was developed in the 1950's with the retail and residential structures. There have been little or no changes to the site except for possible alterations to the interior of the structures. The surrounding area is mixed use. It has both residential and commercial uses as well. The access for the site will still be from Sunnymead Boulevard which is the main access currently. The new parking lot will be designed with a minimum of 17 parking stalls and also they'll be adding additional landscaping.

Again it won't meet the current standards but they will be putting as much as possible in there. The minimum requirement is five feet and I believe the plan shows approximately two to three feet depending on which location of the parking lot you are looking at. There will be cosmetic changes only to the exterior of the structure and in the interior of course; they will be doing improvements for it. The project will not have a significant effect on the environment and is therefore from the provisions of the California Environmental Quality Act as a Class 1 Categorical Exemption for Existing Facilities. The conditions of approval; I believe you have received the modifications; we've added two additional conditions that were left out of the first release. We're just requiring that any damages done to the existing improvements along Sunnymead Boulevard that are damaged, they have to be repaired. With that, I'll conclude Staff's presentation and we can answer any questions for you. Thank you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff?

COMMISSIONER SALAS – How many parking spaces short are they of what is required? You've got 17…how many should there be without a variance?

ASSOCIATE PLANNER DESCOTEAUX – Well they will still need the 17 parking spaces. We did get the minimum number of parking spaces required. It's the landscaping that is normally adjacent to the parking spaces that we couldn't get in.

CHAIR DE JONG – I have a couple of questions. On the bottom of page 2 of the Staff Report under Design, it mentions the existing residential structure is conditioned to remain vacant since no parking is provided. I couldn't find any condition that related to the existing residence. Did I miss something?

ASSOCIATE PLANNER DESCOTEAUX – No, we did try to provide for the parking of the structure but they won't be using the structure for the single-family, so…

CHAIR DE JONG – But it is not conditioned for that.

ASSOCIATE PLANNER DESCOTEAUX – Right, again I should have told you I needed to remove that. It shouldn't be a statement.

CHAIR DE JONG – One of my concerns then is what happens to this building. It just remains vacant and they're not touching it?

ASSOCIATE PLANNER DESCOTEAX – Yes, that's correct

PLANNING OFFICIAL TERELL – Well as I understand it, they could use the structure but they've chosen not to, so that's why it's not required to be vacant. There was a little bit of confusion as we were going through the process, so it is our understanding that the owner does not intend to use the structure and keep it vacant. They could use it for storage.

CHAIR DE JONG – That is my next question

PLANNING OFFICIAL TERELL – But there is sufficient parking should they choose to use it.

COMMISSIONER GELLER – Do they need a Certificate of Occupancy or something?

PLANNING OFFICIAL TERELL – For the house?

COMMISSIONER GELLER –Yes

PLANNING OFFICIAL TERELL – To re-occupy it?

COMMISSIONER GELLER – Yes

PLANNING OFFICIAL TERELL – No, the house is not a business

COMMISSIONER GELLER – So as a house?

PLANNING OFFICIAL TERELL – Yes; if they want to use it for storage then yes they will need a Certificate of Occupancy because that would be changing the use of the building.

COMMISSIONER GELLER – So if they wanted to rent it out or something they do that?

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Okay I have a couple more questions.... B12 (c) on page 3... I'm not trying to be picky; I really need to know how that is supposed to read. B12 (c) deals with the trees...

PLANNING OFFICIAL TERELL – The "at" and the "and" would be taken out

CHAIR DE JONG – It should say onsite trees shall be planted within the new landscape areas.

ASSOCIATE PLANNER DESCOTEAUX – That's correct

PLANNING OFFICIAL TERELL – That's correct

CHAIR DE JONG – Good... Condition F4... How does condition F4 apply to this project?

PLANNING OFFICIAL TERELL – Our understanding in discussions with the Fire Department is that it would not apply. The structures are within 150 feet of Sunnymead Boulevard and therefore they will not have to access the site, so that's why the driveways on this site are less than 24 feet, but it is not an issue with the Fire Department.

CHAIR DE JONG – Because their hoses are longer than 150 feet or 150 feet...

PLANNING OFFICIAL TERELL – They are 150 feet; maybe one or two feet longer I don't know, but the standard is 150 feet.

CHAIR DE JONG – Okay and the 13 foot vertical clearance... Is that an issue?

PLANNING OFFICIAL TERELL – No, because they won't be accessing this site. They won't be driving the fire truck on this site.

CHAIR DE JONG – How about an ambulance... aren't they taller than that?

PLANNING OFFICIAL TERELL – No

CHAIR DE JONG – They are less than 7 feet?

PLANNING OFFICIAL TERELL – The ambulances… I don't know if an ambulance is taller than 7 feet but for emergency access they're going to do that from Sunnymead Boulevard.

CHAIR DE JONG – Alright

PLANNING OFFICIAL TERELL – I was thinking an ambulance is less than 13 feet. The 13 foot standard is a fire truck standard.

CHAIR DE JONG – The drawings say the roof is seven feet, so that's why I was asking.

PLANNING OFFICIAL TERELL – Yes

CHAIR DE JONG – Okay and the last thing I have… the existing site lighting really doesn't seem to be adequate, there is only two fixture heads at the back of the site. Is that going to be at least… we're probably not going to change that but I at least urge Planning to look at that?

PLANNING OFFICIAL TERELL – We are… There is Condition P10 that requires…

CHAIR DE JONG – One foot candles and the half foot candle

PLANNING OFFICIAL TERELL- Yes, they'll have to meet that standard

CHAIR DE JONG – Okay I'm good. Are there no other questions? Okay, I'll call the Applicant forward and open Public Testimony. Please state your name for the record.

APPLICANT ESTAY – My name is Daniel Estay. I'm the Applicant for the project and also the owner's representative. This project is decided from the owners to accommodate existing clinics they have in the vicinity of Heacock and the present status is they are leasing offices. They want to own their own and have a more steady relationship in the City and be more stable where they can develop business of course. They found this property and even though it is tight in the existing conditions we are able to accommodate what they are looking for. Therefore the front building which is 3,000 feet has been adopted to accommodate what they need and the request for variance has to do with SAIT and limited space for most of the landscaping at this time, we are meeting the minimum parking and everything that we can in the landscaping approach to the

site and also doing minimum changes at this time where most of the inside is the real job.

On the outside we are only adjusting a couple of doors just to accommodate handicap access and also we will be adding light as was requested and of course is required. In the rear we have old CMU block wall that just the wind blew those so we'll be putting new walls and also the landscape and the parking lot and mostly is cosmetic but keeping the structure as it is right now and every condition that was set and explained we are open and of course to accommodate everything within our best effort. So far I don't see anything that I was not able to meet as requested by the Planning Division and any questions I'd be open to answer.

CHAIR DE JONG – Okay, are there any questions of the Applicant?

COMMISSIONER GELLER – You saw the two new Conditions P11 and P12 and you're okay with them?

APPLICANT ESTAY – Yes

CHAIR DE JONG – Okay I see no further questions. I think we're okay; thank you.

APPLICANT ESTAY – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate. Who would like to go first tonight?

COMMISSIONER GELLER – I really don't think there is much to debate. It is pretty straightforward. It is what it is. Sunnymead Boulevard is what it is, so absent anyone who would like to speak, I'll make a motion.

CHAIR DE JONG – I'll just say that I appreciate the effort to renovate this building. It has been vacant for a while and it is good to see this building being cared for and it is going to help this little section of Sunnymead Boulevard revitalize and that's good. I'm glad. It is very good that you have met the minimum parking and that is not an issue; that is more important than the width of the planter, although that being said I am glad that we have planters. It is a nice trade-off. So, myself, I am very much in favor of the project, so thank you. Go ahead Mike.

COMMISSIONER GELLER – I would like to make a motion that we **APPROVE** Resolution No. 2011-02 and thereby:

1. **RECOGNIZE** that P10-104, Variance and P10-083 Amended Plot Plan qualifies as an exemption in accordance with CEQA Guidelines, Section 15301 Existing Facilities; and,

2. **APPROVE** P10-104Variance and P10-083 Amended Plot Plan subject to the attached Conditions of Approval as amended, included as Exhibit A.

CHAIR DE JONG – Thank you

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay thank you very much and thank you sir, good luck.

730

P10-109 Amended Conditional Use Permit

COMMISSIONER BAKER – On this item, I live within 300 feet of this property so I am going have to excuse myself.

CHAIR DE JONG – Okay, thank you. Okay let the record reflect that Commissioner Baker has recused himself and left the room. May I have the Staff Report please?

ASSOCIATE PLANNER DESCOTEAUX – I'm Julia Descoteaux, Associate Planner. This project involves an Amended Conditional Use Permit within an existing structure for a Residential Treatment Facility with seven or more persons. The intent of this application is to amend the Conditional Use Permit PA07-0074 which was a Conditional Use Permit for a Residential Treatment Facility for Women and this Amended Conditional Use Permit will revise that Conditional Use Permit from Women to Homeless Male Veterans. This facility is an existing multi-family structure on the west side of Sheila Street and a Conditional Use Permit is required for all residential care facilities with seven or more persons. The project as designed and conditioned meets the minimum criteria for a conditionally permitted residential care facility within an R20 Zone.

This facility will allow a maximum of 12 occupants to reside in three of the three units with an office, staff counseling area and a manager's apartment in the

fourth unit. The proposed facility provides for transitional living services and supportive services to homeless male veterans living with a mental illness in an independent living environment. Per the attached letter of intent that you all received, the proposed facility would revise again the intended clientele from women with 24 hour staffing to veteran men, providing counseling and related services with a facility manager living on the site. No structural changes are proposed however the applicant will be conditioned to repaint the building with approved colors, add a trash enclosure and revitalize the landscape to reduce its non-conformity within the current design zoning.

The parking is a four-car garage parking with two additional spaces located to the rear of the complex that will be used for the facility van and staff parking. The project will not have a significant effect on the environment because it will occur within an existing structure and therefore is exempt from the provisions of the California Environmental Quality Act as a Minor Alteration to Existing Facilities. A public notice was sent out to all property owners within 300 feet, posted on the site and listed in the newspaper and to date I have not received any comments on this project. This concludes Staff's presentation and at this time we can answer any questions for you. Thank you.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of Staff?

COMMISSIONER MARZOEKI – What is the City Council target area?

PLANNING OFFICIAL TERELL – They identified some areas… an area and this is the only area that they have designated so far for focused attention using the Community Development Block Grant Program and this area was selected and the park that is up the street from here that was just completed, which was the result of a purchase of a liquor store and a car wash and the demolition of that was the focus of the target area in order to reduce crime in this area, which apparently has been quite successful.

COMMISSIONER MARZOEKI – So did they get additional funding for this through the CDGB's…

PLANNING OFFICIAL TERELL – No they didn't get any additional funding, it was just a way to focus it in this particular area rather than spreading it across the larger block grant area, which is just much more extensive.

COMMISSIONER MARZOEKI – Okay, thank you.

CHAIR DE JONG – Conditions P03 and P04 seem when I was reading it; they seemed to contradict each other. Maybe I'm not reading that right… or PD3 and PD4; I didn't have my glasses on. Low sodium…I know it's good for the diet.

PLANNING OFFICIAL TERELL – High sodium… yes it's good for the diet. I'm not sure why there is a contradiction of these. These have been conditions that have been…

CHAIR DE JONG – But is that true, are they contradicting themselves?

PLANNING OFFICIAL TERELL – Well one is low and one is high, so yes they do contradict…

CHAIR DE JONG – Okay, that's what I thought

COMMISSIONER GELLER – Are they low pressure sodium lights?

CHAIR DE JONG – They are; yes

PLANNING OFFICIAL TERELL – Yes

CHAIR DE JONG – And they both are calling for the exterior so here is one…

COMMISSIONER GELLER – One is over the light and one is over the door

CHAIR DE JONG – But it isn't clear; the first one could be over the door too because it says exterior.

PLANNING OFFICIAL TERELL – It is somewhat ambiguous.

CHAIR DE JONG – It could be taken that way, yes

PLANNING OFFICIAL TERELL – I mean I think if you had… the idea is that they want a certain kind of a light that you can actually see people better in. I guess one of these lights and I think is the high pressure sodium is the yellow light, so I don't think they want that kind of lighting because it is hard to distinguish people's features in it.

CHAIR DE JONG – They want the whiter light

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Okay, that would be low pressure

PLANNING OFFICIAL TERELL – Low pressure; yes that's right

CHAIR DE JONG – Would that still be true over the doorway as PD4 refers to?

PLANNING OFFICIAL TERELL – Yes… I mean if I had to guess, PD4 should be changed to low pressure also.

CHAIR DE JONG – Could we just eliminate PD4 and say low sodium even over the doors… I mean including over the doorway if low pressure sodium is what we want because we don't need to repeat the same thing twice.

PLANNING OFFICIAL TERELL – That would probably fine.

CHAIR DE JONG – I know it's a little thing but it is a thing.

PLANNING OFFICIAL TERELL – It's good because we can make sure that we change; we could contact the Police Department and have their standard conditions modified in the future.

CHAIR DE JONG – Okay, thank you.

COMMISSIONER DOZIER – Is there a store connected with this facility? Am I reading PD6?

CHAIR DE JONG – Yes I read this too.

ASSOCIATE PLANNER DESCOTEAUX – It's their standard conditions. We can remove that one as well.

COMMISSIONER GELLER – It'll have to be outside the front. Make sure it is in plain view

CHAIR DE JONG – Exactly, there you go. Okay are there any other comments to Staff. Okay seeing none I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name for the record. Thank you.

APPLICANT YOUNG-LOWE – I'm Karyn Young-Lowe. Good evening Commissioners, Staff and neighbors and residents of Moreno Valley. Please allow me to first begin by thanking the City of Moreno Valley Planning Department. I want to say a special thank you to Julia Descoteaux and also to Yahnel Bishop. The Planning Staff has been extremely helpful and supportive during our application period and I very much appreciate their efforts and work in preparing us for our application and this Hearing. As I said my name is Karyn Young-Lowe and I am the President and CEO of Lighthouse Treatment Center. Lighthouse has been a part of the Moreno Valley community since 2007.

In fact as you heard in the Staff Report in 2007 we were awarded a Conditional Use Permit to provide residential substance abuse treatment services to women and women with children. We also have a license from the State of California to provide residential treatment services and were awarded that license in January of 2008. Unfortunately with the significant budget cuts to social services our agency has been unable to secure funding to provide the services under our

current CUP, however I am very excited to let you know that we have been awarded funding through the Department of Veteran Affairs or the VA to provide transitional living services and supportive services to male homeless veterans who are living with a mental illness.

Lighthouse Treatment Center is a highly structured program and our program services are maintained in a drug and alcohol-free environment. Case management services and group activities will be conducted throughout the day and our residents are required to sign in and out of the facility. We also impose a curfew on all of our veteran residents. Veterans can stay in our program for up to 24 months however the goal of the VA and also of Lighthouse is to have our veteran residents remain with us only for 12 months and for them to be in a permanent living situation after those 12 months. The overall program goals include residential stability for each veteran, an increase in income and skill level for our veterans and also a greater sense of self-determination. Each veteran participating in the Lighthouse program will develop a comprehensive service plan and the Lighthouse staff lists each veteran in a meeting his goals through individual case management services, on-site group experiences and also through referrals to other community base providers. All the residents will receive their medical, dental and mental health services through the Loma Linda VA Medical Center. Our grant is a partnership with the VA. As stated in the Staff Report we do have a live-in manager and he is responsible for monitoring our residents as well as our facilities. Transitional living services are provided to 12 residents at any given time and food and household supplies are provided by Lighthouse. We feel extremely honored to have the opportunity to provide this much needed service to some of our nation's hero's and I just want to acknowledge that I have my facility manager with me Alvin Bennett and also two of our veteran volunteers have also come with us this evening, so I want to acknowledge them. Thank you so much gentlemen for being here.

In closing we are very excited about the Staff recommendation and for approval of our Amended Conditional Use Permit and we have read the attached Staff Report and the conditions and we are in agreement with all of the conditions, however I would like to request a slight modification in Condition P6 and that condition states that prior to occupancy the building shall be painted. We're hoping that this condition could be placed on the same time-line; the same 90 day time-line as the trash enclosure and the landscaping. This would allow our agency the needed time to secure funding for the painting and also time for us to meet with the City because we do have to review our color choices with the City and they have to approve it.

Finally, our Board of Directors; our Community Advisory Committee and our Staff look to forward to partnering with the City of Moreno Valley to continue to build our community and also to provide the best services possible to our residents. I thank you very much for your review and consideration of our application and I am available for any questions that you might have.

CHAIR DE JONG – Are there any questions for the Applicant?

COMMISSIONER GELLER – Yes hi... In 2008 was it operational with the women and women with children?

APPLICANT YOUNG-LOWE – Unfortunately we have not been operational. We have not been able to secure funding and for a large residential program you do have to have a big grant in order for it to cover everything, so no; but we were given our license. It's kind of the chicken before the egg. You have to be licensed before you can even begin services.

COMMISSIONER GELLER – Okay, so you have the CUP but you've never actually operated in that facility?

APPLICANT YOUNG-LOWE – No

COMMISSIONER GELLER – Okay, what is Staff's position on the 90 days?

PLANNING OFFICIAL TERELL – We're open on that. Obviously we'd like to get the improvements as soon as possible and we usually tie it to a Certificate of Occupancy if we can, but it can be later. It's at the pleasure of the Planning Commission.

COMMISSIONER SALAS – Okay, are you planning on housing 12 veterans in this residence at this facility?

APPLICANT YOUNG-LOWE – Yes we are. Actually our former CUP allowed us to house 15 in the same configuration, but the State was allowing us to do bunk beds and the VA does not want us to do bunk beds, which is why we are only doing 12 people.

COMMISSIONER SALAS – Okay, thank you

CHAIR DE JONG – Okay, I noticed the inclusion of new Conditions of Approval P3 and P4; the POP and the security on site. Do you feel there is any danger to neighborhood or the community with the mental illness that we are talking about?

APPLICANT YOUNG-LOWE – I don't; I don't because all the people that we will be providing services to are able to live independently. They'll be people who would be stabilized on their medication and they go through a pretty rigorous evaluation before coming in to us. We are also always assessing them. They are being assessed by our Staff as well as by the VA staff and we have pretty strict rules in terms of whether or not you are actively participating in your mental health plan; that means seeing your Psychiatrist and your Therapist on a regular basis. We have waivers that we sign back and forth so that we can release information to the VA and they can release information to us and also you must

be stabilized on your medication and you must be taking your medication. But these are folks that are independent and really we are a transition for them.

CHAIR DE JONG – Okay, I noticed in your letter that you mentioned that part of the program they have to check in and check out rigorously. Are they allowed to check out and then wander out or walk away I should say. Forgive me for asking, I don't know.

APPLICANT YOUNG-LOWE – No, no, no I that's okay. I just want to be clear on what you are asking. Do you mean if a person decided that they wanted to leave the facility would they…

CHAIR DE JONG – By checking out do they just sign their name out and then allowed to walk through the community.

APPLICANT YOUNG-LOWE – I'm sorry; no. Actually our sign out log says what their name is; where they're going and when they are going to return, so no, they're not just wondering around and we also have a pretty rigorous program, so they have structured things that they are doing all during the day.

COMMISSIONER GELLER – It's not a locked facility though?

APPLICANT YOUNG-LOWE – We are not a locked facility. It's a transitional living program… yes not locked at all, but that's a good question.

CHAIR DE JONG – I'm just trying to get a feel for the…

APPLICANT YOUNG-LOWE - … of kind of seeing it; yes I understand

PLANNING OFFICIAL TERELL – Chair De Jong, P3 is a standard condition that we now apply to any new or renovated multi-family complex, so that's related to… just insuring there aren't any problems; not because we think there are problems and then P4 actually is a carry-forward from the original approval. The Police Department just wanted the opportunity after either the original facility or if you approve it, this facility as an operation just to assess it to see if there is any need for any additional security measures, so there might be any.

CHAIR DE JONG – I didn't mean to imply that there were, I just thought it was bold; which it's means it is a new item and not a standard condition.

PLANNING OFFICIAL TERELL – Right it is special; yes

APPLICANT YOUNG-LOWE – And if I could also just make one comment about that. The VA has a very rigorous inspection process that they go through and actually the VA Police came out and inspected our building; three of them. They come out and do an inspection and we are certainly happy for Moreno Valley

Police Department to come out also and they come out at least on an annual basis, but they let me know that can kind of come out anytime and we said we welcome you coming out anytime.

CHAIR DE JONG – Sure and your clients want to be in your facility; they want to be in there so they can get themselves…

APPLICANT YOUNG-LOWE – Oh most definitely, most definitely…

CHAIR DE JONG – That's the key right there

COMMISSIONER DOZIER – Yes I had a question. It said that because of the change in CUP that you would not have to provide an awake staff 24 hours, however there is someone living there. There is staff living there on the premises.

APPLICANT YOUNG-LOWE – There is

COMMISSIONER DOZIER – 24 hours

APPLICANT YOUNG-LOWE – Yes there is

COMMISSIONER DOZIER – Okay, but they're not necessarily there 24 hours. Staff on their off hours could leave the facility.

APPLICANT YOUNG-LOWE – They could because it is a more independent population than we were originally going to serve. For the residential treatment population you have people that are coming in there, still in their very early sobriety and so that's why we were having awake onsite staff, but for a transitional living program, people are much more independent. They probably have already gone through a treatment program if they had to do that and as I said before are also stabilized on their medication, so there doesn't have to be an awake person with them, but we do have a live-in person plus I'm there and we also have volunteers that are assisting us.

COMMISSIONER DOZIER – So there would be someone on duty per say

APPLICANT YOUNG-LOWE – Not necessarily for 24 hours; probably almost 24 hours but I do have to let Alvin have a little time off, so yes he would you know, but we're available. There are phones in each of the units and as I said it is a more independent population than we were originally conditioned for.

COMMISSIONER DOZIER – So people can sign in and out and that's all they have to do is sign in and out; where they are going and when they are coming back… Right, okay, got it.

COMMISSIONER GELLER – This is to Staff, but I don't think she'd object. Do you see any reason not to eliminate also PD5, PD7 and PD8? I don't think they have any application in this facility.

PLANNING OFFICIAL TERELL – I believe they would want PD8… PD7 yes I don't think there is any issue in removing that and then actually PD5 is actually a pretty standard condition. Obviously they don't have a parking lot so I think we could remove that.

COMMISSIONER GELLER – So they want "No Loitering" signs. I mean okay…

PLANNING OFFICIAL TERELL – Well they require them on certain multi-family properties.

COMMISSIONER GELLER – Okay it just seemed kind of strange, so Staff concurs to eliminate 5, 6, and 7… PD 5, PD6 and PD7

CHAIR DE JONG – Not 6

ASSOCIATE PLANNER DESCOTEAUX – 6 and 7

COMMISSIONER GELLER – Well there is no parking lot

PLANNING OFFICIAL TERELL – Yes there is no parking lot, so we can 5, 6, and 7 out and I think the other one that we talked about earlier.

CHAIR DE JONG – Where are we at, sorry what number?

COMMISSIONER GELLER – Well what are we going to do with PD4… just verify whatever kind of lights they need to put they'll put? We don't need to decide that tonight… yes okay.

CHAIR DE JONG – But Staff realizes now that they contradict so they'll be watching for that. Alright, any other questions of the applicant? Okay I see none, thank you. Okay I'm going to close Public Testimony and open Commissioner Debate. Who would like to go first?

COMMISSIONER GELLER – I'll go first. Yes I remember; it was quite a few years ago approving it before and it's never been used, so I don't really see any significant problems. The neighbors don't seem to be concerned per say. I'm not concerned and I don't have a problem giving them the 90 days to finish the painting also. I just want to make sure that it gets done, but I guess; like the other two things, I suppose the City could revoke their CUP if they don't comply with the conditions. I don't have any problem giving them the 90 days to do the painting because I know that can be rather pricey and the other improvements and that way they can potentially have one contractor do everything at the same

time, so I'm supportive of the project with those changes and allowing them 90 days to complete the painting portion of it.

COMMISSIONER SALAS – If they are going to be able to come in and out and with the new park down there, are they going to be able to just go down there and just hang around the park or can they… that's my only concern.

PLANNING OFFICIAL TERELL – Well there is issues…I mean there are prohibitions against loitering in a park also and if that was an issue… The reason this is a Conditional Use Permit is if those kinds of issues arise then we have the ability to review or first of all talk to the applicant and have them address the issue and if they don't address the issue they have the potential to lose their CUP.

COMMISSIONER GELLER – They're not prisoners though

COMMISSIONER SALAS – I understand that; I understand that. Okay, thank you that's all I have.

COMMISSIONER MARZOEKI – What about the 90 days for the painting?

COMMISSIONER GELLER – What about it?

COMMISSIONER MARZOEKI – No you said okay, but Commissioner Salas…

COMMISSIONER SALAS – 90 days is sufficient. I think we could give them a break on 90 days but I think they need to get it done quicker… the sooner the better because the area is pretty run down, so yes…

COMMISSIONER MARZOEKI – And I support the project as well and I'm fine with the 90 days.

COMMISSIONER DOZIER – Yes I want to thank Ms. Lowe for having this kind of facility for helping our veterans. I appreciate it very much and I'm supporting the project and good luck to you.

CHAIR DE JONG – Okay and I also will support the project. Thank you very much. This project is commendable. I'm sorry you couldn't get off the ground in 2007 but this is a good turnaround. This is a needed project. I'm also in support of the 90 days. The reason of course that we usually tie it to occupancy is we need to make sure that it gets done and we still need to make sure that it gets done. As it was mentioned earlier the CUP could be revoked if it needs to be and I don't think it will come to that, so you know it has to be done and we know it's going to be done.

COMMISSIONER GELLER – We'll come knocking on the door if it's not painted.

CHAIR DE JONG – So that's that. Are we ready to make a motion?

ASSISTANT CITY ATTORNEY BRYANT – Excuse me Chair; sorry to interrupt. Did you ask for any other comments from the Public on this issue?

CHAIR DE JONG – I might not have. Thank you. I don't have any Speaker Slips, but let me do that right now. Thank you. I'll reopen Public Testimony and is there anybody who would like to speak on this item that did not turn a Speaker Slip in? Now is the opportunity. Okay seeing nobody coming forward, I'm going close Public Testimony and continue Commissioner Debate and am ready for Commissioner Geller to make a motion. That's three… nobody else wants to make a motion? It's a slam dunk tonight sir!

COMMISSIONER GELLER – I'd like to make a motion that we… and to just verify for the record the changes that we've made; P6, they'll have 90 days to comply; we're eliminating PD5, PD6 and PD7 and PD3 and PD4 will be reviewed and they'll come up with a consistent kind of lighting that meets the requirements of the Police Department.

CHAIR DE JONG – Correct, good.

COMMISSIONER GELLER – Okay with those changes noted I make a motion that we **APPROVE** Resolution No. 2011-03 and thereby:

1. **RECOGNIZE** that P10-109 Amended Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15301 Existing Facilities; and,
2. **APPROVE** P10-109 Amended Conditional Use Permit subject to the attached Conditions of Approval as amended, included as Exhibit A.

CHAIR DE JONG – Thank you; is there a second to that?

COMMISSIONER MARZOEKI – Second

CHAIR DE JONG – Okay is there any discussion? All those in favor?

Opposed – 0
Abstention – 1 (Vice Chair Baker)

Motion carries 5 – 0 – 1, with one Abstention (Vice Chair Baker)

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Thank you. Actually he wasn't absent, he was recused. Thank you and good luck to you.

800 OTHER BUSINESS

810 Staff Comments

PLANNING OFFICIAL TERELL – You will not have a meeting on February 10th, but as there always are lately, several projects which are really close, so it's possible there will be a meeting on February 24th. If that seems like a possibility we'll be contacting you in the next couple of weeks to check on your availability, otherwise the items will just push over into your March meeting.

CHAIR DE JONG – Okay thank you

COMMISSIONER GELLER – When do the terms of the existing Commissioners end if they choose not to reapply or they don't reapply or they or not?

PLANNING OFFICIAL TERELL – They don't end until the new Commissioners are selected?

COMMISSIONER GELLER – Okay there is not a date certain.

PLANNING OFFICIAL TERELL – I mean technically?

COMMISSIONER MARZOEKI – March 31st

PLANNING OFFICIAL TERELL – Yes it will be March 31st or April 1st, but it's until the new Commissioners are selected which might be by March 31st.

COMMISSIONER GELLER – If anyone wants to apply I think they have until tomorrow.

CHAIR DE JONG – No it's today; today was the deadline

COMMISSIONER GELLER – That's right; this is Thursday, so I guess it's over

CHAIR DE JONG – It was today at five; so they are done

COMMISSIONER GELLER – Too late; sorry

900 COMMISSIONER COMMENTS

CHAIR DE JONG – Are there any Planning Commissioner comments?

COMMISSIONER GELLER – For those that didn't want to suffer through the meeting on Tuesday or haven't seen the newspaper, the City has agreed to hire a new City Manager and I think he is taking February 2nd?

PLANNING OFFICIAL TERELL – I think it's the second week in February. It is like the 7th or something like that

COMMISSIONER GELLER – So anyway, certainly on behalf of myself and hopefully the rest of the Planning Commission, I'd like to welcome the new City Manager formerly of Rialto or soon to be formerly of Rialto.

CHAIR DE JONG – Right; thank you. Is there anybody else? I'd just like to say I saw the new monument sign at the east end of Sunnymead Boulevard. That just popped up there this week and lit up it looks great; it looks nice. It's not too big and not too small; just right.

1000 ADJOURNMENT

CHAIR DE JONG – I'd like to hear a motion for adjournment

COMMISSIONER GELLER – So moved

CHAIR DE JONG – Is there a second?

COMMISSIONER SALAS - Second

CHAIR DE JONG – Thank you; we have a motion and second. Good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Rick De Jong Date
Chair

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MV00101486

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
FEBRUARY 24TH, 2011

CALL TO ORDER

Chair De Jong convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Chair De Jong
Vice Chair Baker
Commissioner Dozier
Commissioner Geller
Commissioner Salas, Jr.

Excused Absence:
Commissioner Marzoeki

Staff Present:
John Terell, Planning Official
Jeff Bradshaw, Associate Planner
Mark Gross, Senior Planner
Eric Lewis, Traffic Engineer
Mark Sambito, Principal Engineer, Land Development
Clement Jimenez, Senior Engineer, Land Development
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CHAIR DE JONG –Thank you, the next item is the approval of Agenda.

COMMISSIONER GELLER – Move approval

CHAIR DE JONG – Is there a second

COMMISSIONER SALAS – Second

CHAIR DE JONG – Is there any discussion? Okay, all those in favor?

Opposed – 0

Motion carries 5 – 0

PUBLIC HEARING ITEMS

CHAIR DE JONG – The next item is to advise the public of the procedures to be followed in this meeting and these are on display on the table by the door.

PUBLIC COMMENTS

CHAIR DE JONG – Our next item is an opportunity by any member of the public to comment on items which are not listed on the Agenda but which is within the subject matter of the jurisdiction and I see no one coming forward and I have no Speaker Slips.

NON-PUBLIC HEARING ITEMS

CHAIR DE JONG – We have no Non-Public Hearing items and we have no approval of minutes tonight.

PUBLIC HEARING ITEMS

1. Case Number: P10-031 (Amended Conditional Use Permit)

CHAIR DE JONG – May I have the Staff Report please?

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Chair De Jong and members of the Planning Commission. My name is Jeff Bradshaw. I am an Associate Planner with the Planning Division. Item 1 is an Amended Conditional Use Permit. It has been submitted at the request of the Applicant with the proposal to expand an approved concrete Batch Plant onto an adjoining parcel that was previously approved for development as a self-storage warehouse facility.

The project site is located in the western portion of the City. It is on the east side of the Old 215 Freeway and about 1,000 feet south of Alessandro Boulevard. Surrounding uses in the area include a mixture of commercial and non-conforming residential uses to the north in the vicinity of Alessandro Boulevard. There are light manufacturing and warehouses to the east. Surrounding the project site on approximately 20 acres is the Gateway Business Park Project which was approved a couple of years ago and with similar zoned vacant land to the south and March Air Reserve Base also further to the south near Cactus Avenue.

The property owner owns both the Batch Plant site as well as the site that was approved for the self-storage warehouse facility and since the approval of both of those projects, the developer of the self-storage warehouse has withdrawn interest in pursuing that project and so Robertson's had taken a look at the vacant property and approached the City with this application to build or to expand their operations onto that adjoining parcel which would result in an increase in project size from 2 acres to 5 acres. The expanded area would be used to store concrete delivery trucks as well as the material that is processed or produced there on the site.

It is important to note that while the site area is increasing the daily production of the operations of the Batch Plant, all the things that were originally approved by the Planning Commission will remain the same and so except for an increase in area the conditions that were originally applied to the Batch Plant would also continue to apply and govern the operations of the Batch Plant. The facility was also approved originally with a Variance because of the location of a high pressure gas line along the western frontage of Old 215 frontage road and the project has been designed to basically respect that same setback and so it is designed for consistency with the variance that was approved originally. Again the Batch Plant in terms of production and operations will continue to operate just exactly the same way as was originally approved. With the site area now being larger; the building that is proposed along the frontage would increase in length so it could continue to act in the capacity of screening the operations from view from the public right-of-way and so the building would go from 195 feet in length to 286 feet. The design in terms of appearance, colors and materials is all exactly the same as what was approved by the Planning Commission originally.

On the wall there I have posted a number of exhibits. The top two exhibits; the larger size exhibits represent what is proposed with this application. The smaller exhibits are there for reference to show what the site layout was for the original approval and then there is a color exhibit available to basically represent the colors in concept again for that building and again it is conditioned to look exactly the same as it was presented to the Planning Commission originally. The expanded site area will be screened by perimeter walls along the north, east and south and those will vary in height from 18 feet to 12 feet depending on the location of the property line. Conditions of approval and mitigation measures that were applied to this project originally that were specific to the operation of the self-storage facility have been removed from the conditions of approval because they no longer apply and those related primarily to requirements on the Batch Plant to protect the caretaker's residence that would have been located within the self-storage facility from the noise that would have been generated from the Batch Plant. So again in terms of design the Amended CUP is consistent with what was approved originally and conditioned in a similar fashion to what was approved by the Planning Commission in August of 2008.

We are also presenting to you an Addendum to the Mitigated Negative Declaration. The changes to this facility were minor enough that we went through the Initial Study check list and updated the project description, but there was not a need to go back and examine any of the check list questions or respond any differently to those and so a new environmental was not required but just rather an addendum to what was prepared originally. Standard notification was completed for this project and as of this evening I received two inquiries. We provided you copies of the correspondence that I received. One was a letter from the City of Riverside and the other was a letter from the adjacent property owner to the north.

The other item that has come to you after circulation of the Staff Report was a memo that Planning had prepared with some recommended revisions to the some of the Planning conditions. After the Staff Report was complete, the Applicant had a chance to review the conditions of approval and had indicated some concerns with some of the Planning conditions and some Land Development conditions and my understanding is that following conversations with Staff, that the Land Development conditions were acceptable but Planning did agree to work with them to make revisions to conditions P1, P11 and P17 and so we would be recommending those revisions to the Planning Commission for approval.

COMMISSIONER GELLER – Do you mean P13?

ASSOCIATE PLANNER BRADSHAW – You are correct. There is a typo in my notes to myself... P1, P13 and P17. Thank you. With that, that completes my presentation and I would be happy to take any questions that you might have.

CHAIR DE JONG – Are there any Commissioner questions?

COMMISSIONER GELLER – So the... whatever color this is...the applicants agreed to these changes to the conditions; the P1, P13 and P17 addendum sheet?

ASSOCIATE PLANNER BRADSHAW – Yes my understanding is that they are okay with the changes we made there.

COMMISSIONER GELLER – And looking at the City of Riverside note isn't that already done in this project... their concerns?

ASSOCIATE PLANNER BRADSHAW – Yes, Staff felt like we had addressed all the items that they were asking to take note of as we reviewed the project.

COMMISSIONER GELLER – And the letter from Andland; is there anything being done on it?

ASSOCIATE PLANNER BRADSHAW – I know that the two parties have been in conversation today and I believe maybe arrived at a resolution but they are both here this evening and are available to talk to.

COMMISSIONER GELLER – Okay

PLANNING OFFICIAL TERELL – Yes and on that one, we just felt it was not an issue that the City should not take sides on.

COMMISSIONER GELLER – Okay, I'm not disagreeing I'm just inquiring. That's it for me. Thank you

CHAIR DE JONG – Are there any other Commissioner questions? Okay I have a couple of questions. On P1, even on the new revised one, I see that it calls for tree screening of course on all sides as well as the north, however it doesn't call for interior tree screening that is shown. Is there a reason for putting it on the interior? I mean really to me the purpose of tree screening is to screen the property and the walls and so on and by putting it on the inside, we're really losing half the screening value.

ASSOCIATE PLANNER BRADSHAW – The intent there is to be able to control more of what is happening with the trees and the landscape irrigation and not to have to worry about maintenance that would need to occur outside of the property line. In terms of the screening function of the trees; at maturity would anticipate the canopy and all that would be up above the height of the wall and so it didn't appear to Staff that by moving the trees to the interior of the property we would lose the benefit of the screening function of those trees.

CHAIR DE JONG - Okay

PLANNING OFFICIAL TERELL - Yes we're actually looking at the future development providing that softening effect that you're talking about on the wall. The trees were intended to screen what is behind the wall.

CHAIR DE JONG – The apparatus and so on… understood

PLANNING OFFICIAL TERELL – Correct

CHAIR DE JONG – Tell me where do truck drivers park on the site? It wasn't apparent. No those are trucks. I mean when they come to work in their personal cars… personal car parking…

ASSOCIATE PLANNER BRADSHAW – The striped spaces would allow for some of that. In terms of the actual operation though…

CHAIR DE JONG – Well I mean it's calling for it; the large spaces are calling for cement truck parking and I was just curious if we're allowing for the truck drivers to drive their personal vehicles to the site and park and then take a Robertson's truck out because it wasn't apparent.

PLANNING OFFICIAL TERELL – Yes I think the Applicant can probably fill in better but this is a similar approach to the original. There are places to park I believe closer to the office and then the drivers could in essence park where the trucks are because there is only going to be one or the other in that place at one time.

CHAIR DE JONG – Logical, but I just…

PLANNING OFFICIAL TERELL – But I think the Applicant who operates many of these plants would be better able to tell us how they really like to park.

CHAIR DE JONG – That would be ideal. Okay that's all for now. I see no more questions so I'll go ahead and open Public Testimony and call the Applicant forward.

APPLICANT – Hi, good evening. My name is Christine and I'm with Robertson's Redi-Mix. I'd like to thank the Planning Commission for giving us the opportunity to speak tonight. I'd also like to thank Staff. Jeff Bradshaw has really been a pleasure to work with, so we appreciate that. You can't always say that. We want to also express how excited we are to be moving forward right now. It's been a very slow several years. It feels great to be pushing a project forward again. Our guys are excited about moving over here so we're very excited about moving forward. We've read the conditions and we've agreed to all of them except for one condition that we still have concerns with and that is P8, simply

because the building does exactly what it is designed to do and that is to completely screen the site. We have a very similar site over in Lake Forest and we made an architectural change where the building kind of cut and then trimmed back and we put a screen wall and you can peek through and still see the equipment, so we wanted to go ahead and bring it from driveway to driveway to just really provide a great screen for Old 215. We know there were concerns about the visual from Old 215 and I have a photo of our Lake Forest Plant that I think will help you to understand what I'm talking about.

CHAIR DE JONG – So you in essence would like to eliminate the planter?

APPLICANT – No, there will be one planter that wraps around the driveway that would cause us to cut that material building short.

CHAIR DE JONG – Okay

APPLICANT - It would be… what we'd like to do is build it per the site plan; the way it is laid out now. A condition was added that the building would have to maybe have a notch cut into it or cut short and put the wing wall back, but the changes were made to eliminate any kind of peek effect where you could peek back and see the equipment. We've also spoken with Wes Alston and Rance Ferry regarding their concerns. They've been satisfied and they're happy with the screening as it currently is and they met with me just before the Hearing and asked me to mention that. Our building plans are ready for submittal and with your approval we'll be ready to begin constructing by the summer, which we'd sincerely like to be doing, so we're asking for your approval tonight. I wanted to answer one quick question regarding the parking. The way it works is our guys when they arrive at the site, they start their truck up and they pull it out and then they put their personal into the space. That's the way it is done.

CHAIR DE JONG – That answers that question. Thank you. Are there any Commissioner questions?

COMMISSIONER GELLER – So you want P8 eliminated? I just want to be sure.

APPLICANT – Changed… changed where the planter won't be wrapping around the corner of the material storage building.

COMMISSIONER GELLER – What would you want it say?

APPLICANT – Exactly as the site plan is laid out now, just to eliminate the planter that would wrap around the edge of the building.

PLANNING OFFICIAL TERELL – Yes I think if it is per plan, then I recommend that you just eliminate or delete that condition and I had a chance to take a look at the picture. While I would say that I prefer the clip and it is not a big deal,

there is all the landscaping all across the front as well as the benefits of having the higher wall wraparound and fully screen the equipment from Old 215. So typically we'd ask for a planter adjacent to a driveway, but this is a little bit different and it gives the Planning Commission the discretion, if they agree, to eliminate that condition.

CHAIR DE JONG – Alright. Are there any other questions of the Applicant? I think we're okay. Thank you very much

APPLICANT – Thank you.

CHAIR DE JONG – Okay I see nobody else wishing to talk, so I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Actually I think having another mini-storage place, there is probably some benefits to just them expanding the plant because actually there would be less traffic and less of everything and a mini-storage places can have all kinds of problems. I don't see any problem with the project and it will be very nice to get it out of the more prime land in Moreno Valley. I know we've been working on this for years and years. I guess we approved the last thing in '08 and now we're in '011, so I would like to get them on their way and I don't see any reason not to eliminate P8 and let them move forward.

COMMISSIONER SALAS – I agree with Commissioner Geller. It's going to be a great thing to get it out of where it's at now and to move it off of that main corridor on Day Street will be a great thing. I have no problem with the project.

COMMISSIONER DOZIER – I just wanted to make a comment that what some people don't realize is that when you are in a growing situation and it's been slow yes, for the last couple of years, but we are hoping that we are starting to see signs of it picking up. A lot of our space is being filled, so that will encourage developers to want to start building again and when they start building again and it is critical for any region or area to have easy access to the building materials; the concrete; the batch mix and sometimes in planning we say okay we want to get rid of those kinds of projects and we want to push them out; we want to push them further out; you know further away where they can't be seen, when in fact you have to stay strategically in a place where it is more cost effective and economical to provide that service; to provide that good and that service so that you can build out.

We are accomplishing this here in Moreno Valley and we should pat ourselves on the back that we solved a couple of problems. We took a batch plant out of a part of our City where we want to do a little more upscale other kinds of projects, but we didn't push them out too far where it would cost our developers more to develop here within our City, so we are accomplishing a lot of things by having this move and they don't have to more very far; it's kind of like right down the

road. So I think it is a win, win for a lot of different reasons and I'm happy to see it and I'm happy we finally got to a happy medium where everybody could get what they need and we could actually serve all of those needs.

CHAIR DE JONG – Thank you

VICE CHAIR BAKER – Yes I spent some time down on this location this afternoon. I think this is and to reiterate what the other Commissioners said, this is a win, win deal for the City and Robertson's and everybody involved and I think this a great location for this facility. It is probably going to be a plus for down in that area so I'm one hundred percent behind it and let's move forward.

CHAIR DE JONG – Good, I also would like to voice my support, however this is deliberation and I would like to add one little comment. The storage building in there; that's a 35 foot wall and it is a pretty blank wall. I'd like to see a band of color across the top. First of all what do we think of that? I mean just a little… we're talking about a 35 foot wall.

PLANNING OFFICIAL TERELL – Well there is a screed line there and you are talking about a different color…

CHAIR DE JONG – From the screed line up

PLANNING OFFICIAL TERELL – Above the screed line…

CHAIR DE JONG – Just maybe a brick color or something concrete

PLANNING OFFICIAL TERELL – Well the colors of the building are shown and it's kind of hard to read but on the bottom drawing there; the approved colors and there is kind of a pinkish color and a brownish color at the top; that's actually the above the screed line and it's even smaller in that area above the screed line. I think that certainly obviously adds a little bit to the building. I don't know if that causes any concerns by the Applicant, but it would be basically a painted band is what you are talking about.

CHAIR DE JONG – Right, we've done that on warehouses nearby here and I think it makes a big difference on the building. If Staff would concur, I'll ask my fellow what we think.

COMMISSIONER DOZIER – I would support that. I mean that's a pretty large wall that's going to be facing traffic that is coming down the I-215 and if the Applicant doesn't see that as a major expense, I feel like it is reasonable to explore.

CHAIR DE JONG – Does anybody else want to chime in?

COMMISSIONER GELLER – I don't have any objection. We should just ask the Applicant.

CHAIR DE JONG – We're going to

COMMISSIONER SALAS – I don't have any objection. I think it's a good idea. That's a great idea.

VICE CHAIR BAKER – I'm just thinking is that about half way down?

CHAIR DE JONG – Not half-way down, maybe three feet from the top.

PLANNING OFFICIAL TERELL – This is just a suggestion… if you look at the front elevation; the front elevation is a little fancier. It's got like a capitol… I don't know what you'd exactly call that… pediment… it's not the pediment it's the capitol isn't it, but it's a little more decorative element at the top and obviously to ask the Applicant, but if you did something similar and just wrapped the whole building with a similar band, that's probably about 2 feet wide I'm guessing or are you looking at something wider?

CHAIR DE JONG – Eighteen inches… yes that could work. I mean maybe five feet down from the top or something.

PLANNING OFFICIAL TERELL – Okay

CHAIR DE JONG – In addition to the top one

PLANNING OFFICIAL TERELL – Sure, yes sure

CHAIR DE JONG – Something like that… okay. Let me reopen Public Testimony and call the Applicant back up please. So you can of see where we are kind of going with that… something to break up what we feel is a large expanse of the 35 foot wall there.

APPLICANT – I think I could easily agree to paint, but to another… you're not talking about another set of that crown molding right, okay or whatever it's called… probably not crown molding but yes paint certainly.

CHAIR DE JONG – I'm open to paint. Good thank you.

APPLICANT – Thank you.

CHAIR DE JONG – Good, thank you. I'm going to close Public Testimony and reopen our discussion and I guess I'll finish up and it seems like we have a consensus up here. The Applicant has agreed, so I'd like to add a… and we'll call it Planning's discretion a three foot band or from the screed line up…

PLANNING OFFICIAL TERELL – From the screed line up; so the paint would be at the screed line… I'd recommend it be kind of being at the screed line plus something; plus this paint band. Does that make sense, so you'd have two things breaking it up?

CHAIR DE JONG – Okay, well you're not really… it's not like a big … it's just a small screed right.

PLANNING OFFICIAL TERELL – I don't know… the pictures; I think it is going to be similar to what you see in the picture there, so I think it is actually… it's has a little bit of… it's deep enough that it has a shadow line on it.

CHAIR DE JONG – It does… yes maybe… maybe half the distance then… two feet… just a good thickness so it's nicely visible.

PLANNING OFFICIAL TERELL – Yes I agree. We'll write something up on that and that will be the new P8 I assume, right?

CHAIR DE JONG – That would be it. That would be perfect. I think we're ready for a motion if somebody is ready to go.

COMMISSIONER GELLER – I'll make a motion. I'd like to **APPROVE** Resolution No. 2011-04 and thereby:

1. **APPROVE** an Addendum to a Mitigated Negative Declaration and associated Mitigated Monitoring Program for Amended Conditional Use Permit P10-031 in that the application, as designed and conditioned will not result in significant environmental impacts; and,
2. **APPROVE** Amended Conditional Use Permit application P10-031, subject to the conditions of approval as amended, as attached as Exhibit A.

CHAIR DE JONG – Do we need to make reference to the new P8?

COMMISSIONER GELLER – Yes that's the change; P8 will be changed

CHAIR DE JONG – Okay is there a second?

COMMISSIONER SALAS – I'll second

CHAIR DE JONG – Okay, any discussion? All those in favor?
Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you. Good luck.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.

The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public

inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure

that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't... but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George...

COMMISSIONER SALAS – Well I'm not happy with... I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

OTHER BUSINESS

1. 2010 Annual Report of the Planning Commission

CHAIR DE JONG – Is there any quick presentation on that or do we have a Staff Report or…

PLANNING OFFICIAL TERELL – Just generally… hopefully this is the low point…in 2010 there was 24 projects you looked at last year. That is approximately a quarter of what you looked at the year before and so we're all up

from here. But what didn't slow down very much were the administrative reviews which were over 600 and 82 plan checks, so those actually stayed pretty stable and everything seems to be picking up this year so far. We've got several new projects in that you'll be seeing this year, so we're hopeful that this year you'll have least 25.

CHAIR DE JONG – Hey a step up

COMMISSIONER GELLER – Alright I'll make a motion that we accept the 2010 Annual Report of the Planning Commission and direct Staff to forward it to the City Council.

COMMISSIONER SALAS – And I'll second that

CHAIR DE JONG – Okay we have a second; discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

STAFF COMMENTS

PLANNING OFFICIAL TERELL – You will not have a meeting in March. We moved the meeting in February to accommodate projects that were ready to go. You will have a meeting in April. It is on the 14th, so get your taxes done early and right now we have one item scheduled for that meeting. It is the Dark Sky Ordinance, which is a follow-up to a Study Session you had with the City Council last year, so we'll be bringing that forward for your review and recommendation and I'm hopeful that we'll have maybe one or two other projects that are still making their way to hearing.

CHAIR DE JONG – Okay thank you

COMMISSIONER COMMENTS

COMMISSIONER GELLER – I'll go last

COMMISSIONER SALAS – I'm sorry to see Commissioner Geller resign. I have only worked with him a short time but I've learned a lot. I've learned to be vocal and state your opinion, which I really appreciate and it was a pleasure working with you.

COMMISSIONER DOZIER – Well Michael, after 14 years, I've appreciated your candidness, your clarity and your experience. You'll be sorely missed and you've contributed 14 years to the development of this City and there probably are more projects around town that we can feel very, very good about because of some of your input, so hats off to you and I hope you find something useful to do on these evenings.

COMMISSIONER GELLER – No doubt

CHAIR DE JONG – Mike, I don't know what you are going to do on Thursday evenings anymore, but…

COMMISSIONER GELLER – I can tell you what I won't be watching Planning Commission on TV

CHAIR DE JONG –There you go… we're going to miss you. You've been quite an asset. Fourteen years is a long time, so I very much appreciate your service. We're going to miss you. Thank you.

VICE CHAIR BAKER – Yes Michael I want to extend my appreciation. You've been a real help along the way, both to me personally and for the City and we appreciate everything you've done for Moreno Valley and even before the 14 years on the Planning Commission, so good luck to you. I know you are going to find plenty of stuff to do. You are a good friend and a colleague, okay, thank you.

CHAIR DE JONG – Your turn

COMMISSIONER GELLER – Okay, if you give me a little indulgence… This is my last meeting of the Planning Commission from which I'll speak from the dais. I want to say a few words to the members who will be remaining as well as a few words of advice to those new members that will be entering service on the Planning Commission. You know you all need to understand that in many ways what we do on the Commission will have more impact on the future of the City than even the City Council. While everything that the Commission does is subject to review by the Council, most of the decisions of the Commission are either upheld or not appealed.
In addition, the Commission has significant influence on what the City Council does with regard to those items that aren't in our major jurisdiction area. You know remember you are the Commission for the entire City of Moreno Valley; not just a few vocal members of the public and lobby groups. You will be often called to defy the majority of speakers to do what is best for the City as well as do what is right. The Planning Commission should be a positive influence to development and developers and not an impediment. That being said you are not here to give away the store; standby you're reasonable requests and in some cases even unreasonable requests. In nearly 14 years on the Commission I have made some mistakes; sure, but I've never regretted a decision, including those that

were overturned by the City Council. I stand by my decisions and my votes and I hope all you new members and the old members, when you do finally leave the Commission will be able to say the same thing.

Beware of the wolves in sheep's clothing. There are forces in the City whose agenda is to stop all development by all means possible. They'll use lies, exaggerations and other falsehoods to try to stop any meaningful development. If you are trying to approve houses, they'll say they are bad for the environment. If you try to approve corporate offices they'll cause traffic; they are bad for the environment. Moreno Valley has one of the highest unemployment rates in the Inland Empire. We need jobs and job creating businesses. Many of the people will tell you how evil these projects are. Many of them are retired public employees collecting a pension at our taxpayer expense. They are not the ones missing meals. They're not the ones whose houses are being foreclosed and they're not the ones losing their houses. It is easy to be an armchair planner when you don't have to take responsibility for the havoc you create. You know we'll let Mr. Environmentalist come to the meetings and tell you the evils of the projects; yet if you ask Mr. Environmentalist how large the solar system is at his house, he'll look at you blankly. Ask him what kind of electric car he drives and he'll also look at you blankly. Ask him what he has done for the environment? You know it is real easy to spend other people's money, but look behind the mask. Many of the people that come to speak against projects are nothing more than hypocrites. They talk but they don't walk the walk and don't confuse conservation with preservation. Preservation is an abject failure. We can conserve much of our natural beauty and resources without stopping all development. I have always been a conservationist but never a preservationist.

The developments that I have approved have conserved much of the natural beauty and resources without totally destroying the rights of landowners. Owning land is not a dirty word and if the preservationists really want to preserve Moreno Valley, let them put their money where their mouths are and buy the land and then they can do whatever they want with it. You know when it comes to development we have a sacred duty to all the residents of the City along with all the landowners to make the best decisions regarding the future of the City. Planning Commission meetings aren't elections. We don't count the votes of the speakers. Pay attention to the speakers. Give great deference to those that are directly impacted by the project but also pay attention. There are real impacts and perceived impacts. Claims that apartment complexes will bring in crime and drug dealing and lower property values are perceived impacts. A commercial development that abuts a residential housing tract, such as a project we originally turned down had real impacts on real homeowners and I just hope that all of you have the wisdom and strength to tell them apart and that you have the strength to vote the right way, even if the vote is against the vocal majority.

It has been an interesting and exciting 14 years for me and Moreno Valley and I look forward to serving the City but it will in a different capacity. And just a

special comment to John Terell who I have worked with the entire 14 years, this is a sincere thank you and good luck. While I haven't always agreed with you, I think we had mutual respect and that never got in the way of our working relationship. And to all the former and present members of the Commission, a thank you; I have worked with quite a few. And again we've had our differences, but it has created a diverse and dynamic group and the best of luck to all and I'm sorry that Maria is not here because I think this would have been her last meeting also if she did not re-apply. I guess you are going to have to find someone else to keep the Planning Commission TV ratings up, but I'll be gone. Anyway, thank you all and good night.

CHAIR DE JONG – Good night; yes since your dog is not going to be here you are right. Thank you, well said.

ADJOURNMENT

CHAIR DE JONG – Do we have a motion to close?

COMMISSIONER GELLER – I'll make the motion to adjourn for the last time for me.

COMMISSIONER DOZIER - Second

CHAIR DE JONG – Good night Moreno Valley.

_____ _____

John C. Terell Date
Planning Official

Approved

_____ _____

Rick De Jong Date
Chair

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MV00101512

PLANNING COMMISSION STAFF REPORT

Case(s):	PA07-0129 (Tentative Tract Map No. 35606)
Date:	April 14, 2011
Applicant:	Kenney Kha
Representative:	Cal Engineering
Location:	Metric Drive, west of Perris Boulevard and east of Hubbard Street
Council District:	1
Recommendation:	Approval

SUMMARY

Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The current zoning and General Plan designations for the parcel are Residential 5 (R5), which permit the use and density requested. The proposed subdivision meets or exceeds all requirements of the Residential 5 (R5) zoning district.

MV00101513

PROJECT OVERVIEW

The applicant is proposing to subdivide 4.8 acres (APN: 475-150-003) into 16 residential lots, which requires a Tentative Tract Map for approval. The current zoning and General Plan designations for the parcel are Residential 5 (R5), which permits the use and density requested.

Site/Surrounding Area

The proposed tract is at the east end of Metric Drive. The project site is in an area that is zoned predominately Single-Family Residential (R-5) with some Residential Agriculture (RA-2) and North Ridge Elementary School (P) located to the east of Perris Boulevard and older homes on larger lots, roughly half-acre, line Tranquil Way to the southwest. There is an approved twelve lot (12) subdivision (Tentative Tract Map 31621 - PA03-0100) directly south of the project.

Access/Parking

Primary access to the proposed tract will be from Hubbard Street in the west to Metric Drive. The proposed tract provides for future extension to the south, connecting Metric Drive to Tranquil Way via the proposed Thomas Way.

Pedestrian access to Perris Boulevard from Metric Drive is provided between proposed Lot 8 and 9 (along the eastern property line). The walkway will provide a safe and direct route for students to access North Ridge Elementary School, which is located on the east side of Perris Boulevard.

Each lot, when developed, will be required to meet the parking standards for a single-family residence, which requires a minimum two (2) car garage to meet the off-street parking requirements of the Municipal Code. Additional permitted parking would be located within oversized garages, driveways and along public residential streets.

Design

This project is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet, all in excess of the minimum requirement of 7,200 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre, well below the maximum permitted density of 5 dwelling units per acre.

This review and approval process only involves a tentative tract map application for the new subdivision. No specific homes are proposed for the tract at this time. The future single-family homes for the tract will be reviewed under a separate administrative process, either a model home complex or individual custom home applications. At that time, staff will ensure that the proposed residential units meet the City's design standards.

The walls and fences for this tract are conditioned to be consistent with the provisions for walls and fences within the City's Municipal Code. Decorative block walls are required in the street side yards of all corner lots, as well as along the easterly boundary of the tract facing Perris Boulevard. Wood fences are permitted for all interior side yards and rear yards not visible from the public right-of-way.

The pedestrian connector cuts between Lots 8 and 9, creating reverse frontage along Perris Boulevard. The reverse frontage is considered "lot side yards" and will be maintained by future residents. The applicant was requested to minimize the need for slopes and retaining walls by lower grades closer to existing, which they adequately addressed. The tract layout and proposed grading is design to work with the previously approved tract to the south (PA03-0100 – TTM 31621).

REVIEW PROCESS

The application for the project was submitted on October 25, 2007, and was initially reviewed by staff at the December 12, 2007, Pre-Project Review Staff Committee (PRSC) meeting. Subsequently, staff has been working with the applicant's representative on a series of revisions to the plan, primarily relating to ensuring grading that coordinated well with existing and proposed development around the tract. All issues have been resolved.

ENVIRONMENTAL

This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had one inquiry in response to the noticing for this project. The resident came by City Hall to review the tract map and responded positively to the site design and provided pedestrian access.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2011-12 and thereby:

1. **RECOGNIZE** that PA07-0129 (Tentative Tract Map 35606) qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and,

2. **APPROVE** PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the resolution.

Prepared by:

Claudia Manrique
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-12 with Conditions of Approval attached as Exhibit A
3. Zoning Map
4. Aerial Photograph
5. Site Plan for Tentative Tract Map 35606 – Sheet 1
6. Site Plan for Tentative Tract Map 35606 – Sheet 2

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the Planning Commission of the City of Moreno Valley on the following item(s):

CASE: PA07-0129 (Tentative Tract Map)

APPLICANT: Cal Engineering

OWNER: Kenney Kha

REPRESENTATIVE: Cal Engineering

LOCATION: Metric Dr, west of Perris Blvd and east of Hubbard St (just north of Tranquil Way)

PROPOSAL: Tentative Tract Map 35606 is a proposal for a 16 single-family residential lot subdivision on 4.8 acres. Lot sizes will range from 7,377 square feet to 12,724 square feet. The project is zoned Residential 5 (R5).

ENVIRONMENTAL DETERMINATION: This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

COUNCIL DISTRICT: 1

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The Planning Commission, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing.

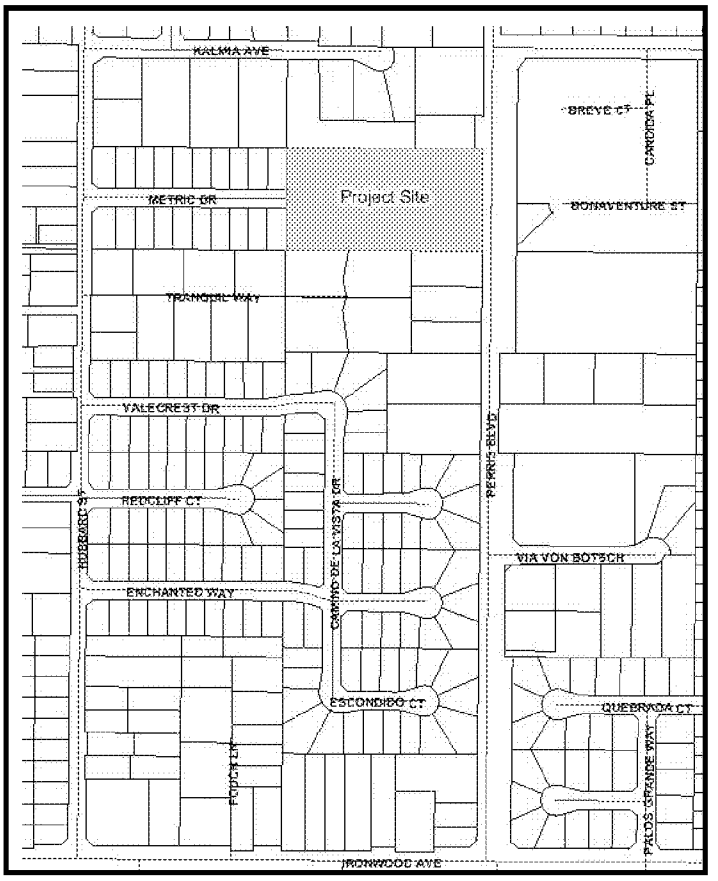

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: April 14, 2011 at 7 PM

CONTACT PLANNER: Claudia Manrique

PHONE: (951) 413-3225

Attachment 1

MV00101517

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MV00101518

PLANNING COMMISSION RESOLUTION NO. 2011-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY RECOMMENDING THAT THE PLANNING COMMISSION APPROVE PA07-0129 (TENTATIVE TRACT MAP 35606). THE TENTATIVE TRACT MAP WILL SUBDIVIDE ONE 4.8 ACRE PARCEL (APN: 475-150-003) INTO 16 SINGLE-FAMILY RESIDENTIAL LOTS. THE PROJECT IS LOCATED ON METRIC WAY, EAST OF HUBBARD STREET AND WEST OF PERRIS BOULEVARD.

WHEREAS, the applicant, Kenny Kha, has filed an application for the approval of PA07-0129, requesting approval of Tentative Tract Map 35606 as described in the title of this resolution.

WHEREAS, on April 14, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject applications and all of the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on April 14, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. That the proposed land division is consistent with applicable general and specific plans;

Attachment 2

FACT: This project (Tentative Tract Map 35606) is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre.

2. That the site of the proposed land division is physically suitable for the type of development;

   FACT: This project (Tentative Tract Map 35606) is an infill site that will finish out the balance of tract development within the surrounding area at the R-5 standard. The design of the proposed single-family residential lot tract is in conformance with the Residential 5 District (R5) zone design standards of the City. Tentative Tract Map Number 35606, as proposed, will subdivide the 4.8 acres into 16 single-family residential lots. The lot sizes will range 7,377 square feet to 12,724 square feet. The average lot size for the tract is around 9,615 square feet. The density for this tract is 3.3 dwelling units per acre.

3. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

   FACT: The proposed Tentative Tract Map 35606 will not adversely affect the public health, safety or general welfare. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15315 (Minor Land Divisions).

4. That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems;

   FACT: The proposed project would not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding. As conditioned, the proposed

land division would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the parcels. There are no known hazardous conditions associated with the property, the design of the land division or type of improvements.

5. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision;

   FACT: There are no existing easements on the subject site acquired by the public for access through or use of the property.

   Pedestrian access to Perris Boulevard from Metric Way will be provided between proposed Lot 8 and 9 (along the eastern property line). The walkway from Metric Way will provide a safe way for students to access North Ridge Elementary School, which is located on the east side of Perris Boulevard.

6. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision; and

   FACT: The size, configuration and orientation of the lots in this land division allow solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

7. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

   FACT: The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA07-0129, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY**

APPROVE Resolution No. 2011-12, recommending that the Planning Commission:

1. **RECOGNIZE** that the Tentative Tract Map 35606 qualifies as an exemption in accordance with CEQA Guidelines, Section 15332, as conditioned, will not result in significant environmental impacts; and

2. **APPROVE** Resolution No. 2011-12 approving PA07-0129 (Tentative Tract Map 35606) based on the findings in the Resolution and the Conditions of Approval to the resolution.

APPROVED this 14th day of April, 2011.

_____
Ray L. Baker
Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

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MV00101524

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
FOR
TENTATIVE TRACT MAP 35606
Case No: PA07-0129
A.P.N.: 475-150-003

Approval Date: April 14, 2011
Expiration Date: April 14, 2014

The following conditions are attached for the following departments:

_X_ Planning (P), including School District (S), Post Office (PO), Building (B)
_X_ Police (PD)
_X_ Fire Prevention Bureau (F)
_X_ Public Works, Land Development (LD)
_X_ Public Works, Special Districts (SD)
_X_ Public Works – Transportation (TE)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects. (Include only those that apply)

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

P1. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

P2. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

Exhibit A

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

P3. The site shall be developed in accordance with the approved tentative map on file in the Community Development Department -Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. (MC 9.14.020)

P4. A drought tolerant, low water using landscape palette shall be utilized throughout the tract to the extent feasible.

P5. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P6. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P7. **All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval. Reverse frontage along Perris Boulevard (Lots 8 and 9) will be landscaped as side-yards, with the correct amount of street trees.**

P8. **A separate model home complex or custom home review application(s) for each lot (an administrative process) is required for approval of the design of the future single-family homes.**

PRIOR TO GRADING

P9. (GP) Prior to approval of any grading permit, the developer shall submit a tree plan to the Planning Division for review and approval. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property and City right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director or designee. (GP Objective 4.4, 4.5, DG)

P10. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of precise grading plan, final front and street side yard landscape and irrigation plans shall be submitted to the Planning Division for review. The plans shall be prepared in accordance with the City's Municipal Code and landscape specifications, and include required street trees.

P13. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented.
(GP Objective 23.3, DG, CEQA).

P14. (GP) Prior to the issuance of grading permits, a pre-construction Burrowing Owl survey shall be completed with written documentation provided to the Planning Division. The survey shall be completed in accordance with the Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Area.

P15. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

A. Side and rear yard fences/walls (not adjacent to a right of way) are required to be constructed of decorative block, poly-vinyl or wood.
B. A solid decorative block wall with pilasters and a cap is required along the perimeter of the tract adjacent to any right of way or reverse frontage location (Lots 8 and 9) and along any right of way within the interior of the tract (all corner lots - Lots 11 and 13). (MC 9.08.070*)*

PRIOR TO RECORDATION OF FINAL MAP

P17. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

PRIOR TO BUILDING PERMIT

P18. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P19. (BP) Prior to issuance of building permits, final front and street side yard landscape and irrigation plans, and slope landscape plans and basin landscape plans, shall be approved.

PRIOR TO CERTIFICATE OF OCCUPANCY

P20. **(CO) Prior to the issuance of Certificates of Occupancy or building final, slope landscape and irrigation shall be installed. Reverse frontage along Perris Boulevard (Lots 8 and 9) will be landscaped as side-yards, with the correct amount of street trees. Landscaping on lots not yet having dwelling units shall be maintained by the developer weed and disease free. (MC 9.03.040)**

P21. **(CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed per the approved plans on file in the Planning Division. (MC 9.080.070)**

Building and Safety Division

B-1 The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

B-2 Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time *(applies only to commercial, industrial, and multi-family projects).*

B-3 All projects that will be serviced by a private sewage disposal system shall obtain approval from the Riverside County Environmental Health Department prior to submitting plans to the Building Department.

B-4 (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S-1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO-1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (DC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (DC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact information Form for the project shall be completed at the permit counter of the Community Development Department - Building Division for routing to the Police Department. (DC 9.08.080)

FIRE PREVENTION BUREAU

1. This project will require fire sprinklers to be installed. 903.2.8

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. Single Family Dwellings. Schedule "A" fire prevention approved standard fire hydrants (6" x 4" x 2 ½") located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, more than 250 feet from any portion of the building as measured along approved emergency vehicular travel ways. Minimum fire flow shall be _1000___GPM for _2__ hours duration of 20 PSI. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, serving one and two-family residential developments, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along the tract boundary for transportation hazards. (CFC 508.3 MVMC 8.36.050 and 8.36.100 Section E).

F3. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.1)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be located consistently on each dwelling throughout the development. The numerals shall be no less than four (4) inches in height and shall be low voltage lighted fixtures. (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F17. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F18. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F19. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F20. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F21. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F22. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F23. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F24. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F25. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F26. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F27. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F28. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA07-0129 / TTM 35606 – Sixteen Lot Subdivision
APN 475-150-003

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the **tentative map** correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD5. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD6. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD7. (G) For single family residential subdivisions, all lots shall drain toward the street unless otherwise approved by the City Engineer. Residential lot drainage to the street shall be by side yard swales and include yard drain pipes and inlet grates (or stubbed and capped if area is not yet landscaped) that convey flows to the street in

accordance to City Standard No. 303 independent of adjacent lots. No over the sidewalk drainage shall be allowed, all drainage shall be directed to a driveway or drainage devices located outside the right-of-way. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD10. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD11. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD12. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD13. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD14. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD15. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD16. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD17. (GP) Prior to issuance of a grading permit, if the project does not involve the subdivision of land and if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer.

LD18. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD19. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD20. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD21. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD22. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD23. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.

LD24. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Residential NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process, or
    ii. Establish an endowment to cover future maintenance costs for the Residential NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD25. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD26. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD27. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD28. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD29. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD30. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees per City Standard No. 706A, or as approved by the City Engineer. (MC 9.14.020)

e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD31. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD32. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD33. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD34. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD35. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD36. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD37. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD38. (BP) Prior to issuance of building permits, if the project involves a residential subdivision, the map shall be recorded (excluding model homes). (MC 9.14.090)

LD39. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD40. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD41. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD42. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, and traffic control devices as appropriate.

b. City-owned utilities.

c. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

d. Under grounding of existing and proposed utility lines less than 115,000 volts.

LD43. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD44. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD45. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing

water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD46. Prior to rough grading plan approval, the plans shall clearly show that any slope near the public right-of-way has a minimum set-back area at 2% maximum of 2 feet before the start of the top or toe of slope. If the vertical height of the slope exceeds 10 feet, this set-back area shall be 3 feet minimum.

LD47. Prior to rough grading plan approval, the developer shall obtain an offsite slope and grading easement from the adjacent property owner to the south for the offsite slope grading required. The slope grading shall match the contours of the adjacent property for whichever project develops first.

LD48. Prior to rough grading plan approval, the plans shall clearly demonstrate that all interior streets shall have a minimum slope of 1.0%. A proposed slope of less than 1.0% may be approved only when engineering design shows that local drainage provisions are adequate and steeper gradients cannot be obtained, as supported by a submitted engineered design and approved by the City Engineer.

LD49. Prior to rough and/or precise grading plan approval, the plans shall show an approved concrete drainage ditch along retaining walls where slopes and walls meet. The concrete drainage ditch shall convey slope runoff to proposed drain inlets. A private drainage easement will be required for the concrete drainage ditch across Lots 9, 10, and 12.

LD50. Prior to precise grading plan approval, the plans shall show proposed mechanisms to treat onsite runoff before it enters into the public storm drain system. The plans shall show locations of proposed structural best management practices. The developer shall submit to the City for review and approval, those structural best management practices proposed onsite to control predictable pollutant runoff. The developer shall select those structural best management practices identified in Supplement A and Supplement A Attachment to the Riverside County Drainage Area Management Plans. www.floodcontrol.co.riverside.ca.us The developer shall first maximize the use of site design and source control best management practices before selecting treatment control best management practices.

LD51. Prior to approval of the final map, the map shall show the following:

a. A 25-foot street right-of-way dedication on the west side of Perris Boulevard along map frontage for a Divided Arterial 6-Lane, City Standard No. 103C.

b. A 56-foot street right-of-way dedication for Metric Drive, Short Local Street, City Standard No. 108B.

c. A 60-foot street right-of-way dedication for Thomas Way, Local Street, City Standard No. 108A.

d. The appropriate street right-of-way dedication for a cul-de-sac at the eastern terminus of Metric Drive per City Standard Plan 123.

e. The appropriate street right-of-way for corner cutbacks at the intersection of Metric Drive and Thomas Way per City Standard 208.

f. A private drainage easement across Lots 9, 10, and 12 as shown on the tentative tract map.

g. A pedestrian access easement from the end of the Metric Drive cul-de-sac to the proposed Perris Boulevard right-of-way in alignment with a proposed sidewalk access.

LD52. Prior to final map approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer. Proposed street grades shall be coordinated with existing street grades of existing and proposed developments adjacent to the project as is shown on the tentative tract map.

a. Perris Boulevard, Divide Arterial, City Standard No. 103C (110-foot RW / 86-foot CC) construction shall include construction of an asphalt concrete sidewalk along existing back of curb along map frontage or other limit required by the City Engineer. The developer shall construct a connecting sidewalk path from the end of the Metric Drive cul-de-sac to the proposed asphalt concrete sidewalk along Perris Boulevard. The proposed sidewalk path and stairs within the map boundary shall be constructed of portland cement concrete. The developer will be required to underground overhead utilities less than 115 kilovolts on the west side of Perris Boulevard along the map frontage.

b. Metric Drive, Short Local Street, City Standard No. 108B (56-foot RW / 36-foot CC) shall be constructed to full-width within the map boundary. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, street lights, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

c. Thomas Way, Local Street, City Standard No. 108A (60-foot RW / 40-foot CC) shall be constructed to full-width within the map boundary. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, street lights, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.

LD53. Prior to issuance of occupancy, all overhead utility lines less than 115,000 volts fronting or within the entire project site boundary shall be placed underground per Section 9.14.130 of the City Municipal Code.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA07-0129 (TTM 35606-16 SFDs)
APN: 475-150-003
02.02.11 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA07-0129**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department **951.413.3480**. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD-2 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Recordation of Final Map

SD-3 (R) This project has been conditioned to provide a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems. In order for the Developer to meet the financial responsibilities to fund the defined maintenance, one of the following options shall be selected:

a. Participate in a special election for annexation into **Community Facilities District No. 1**; or
b. Establish an endowment to cover future maintenance costs for new neighborhood parks.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

SD-4 (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map. (California Government Code)

SD-5 (R) This project is conditioned to provide a funding source for the capital improvements, energy charges, and maintenance for residential street lighting. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone B** (Residential Street Lighting), and pay all associated costs with the ballot process; or
b. Establish a Home Owners Association (HOA) to maintain the residential streetlights; or
c. Establish an endowment to cover future maintenance costs for the residential streetlights.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

SD-6 (R) This project is conditioned to provide a funding source for the capital improvements and/or maintenance for the **future Perris Blvd.** median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in a mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone D**, and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The Developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

SD-7 *Residential* (R) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the required continuous operation, maintenance, monitoring, system evaluations and enhancements, remediation and/or replacement, the developer must notify Special Districts of intent to record final map 90 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)

SD-8 (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

Prior to Certificate of Occupancy

SD-9 (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization

of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD-10 (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit, in a form acceptable to Special Districts, the current list of all Assessor's Parcel Numbers assigned to the recorded map. Please forward to:

City of Moreno Valley
Special Districts
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

SD-11 (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA07-0129

Tentative Tract Map 35606, a proposed 16 lot subdivision on 4.8 acres in an R5 zone located on Metric Drive, east of Hubbard Street and west of Perris Boulevard.

PUBLIC WORKS DEPARTMENT

Transportation Engineering Division

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

Based on the information contained in our standard review process we recommend the following conditions of approval be placed on this project:

GENERAL CONDITIONS

TE1. Metric Drive is classified as a Modified General Local Street (60'RW/36'CC).

TE2. Thomas Way is classified as a General Local Street (60'RW/40'CC) per City Standard Plan No. 108A.

TE3. Perris Boulevard is classified as a Modified Divided Arterial (110'RW/86'CC) per City Standard No. 103C. Capital Projects Division currently has initiated a project to improve Perris Boulevard. This project shall coordinate with City Project 11-415-70225.

TE4. The cul-de-sac shall be designed and constructed per City Standard No. 123 or 124.

TE7. During construction activity, developer is responsible for regularly scheduled street sweeping per approved street sweeping schedule. Failure to provide regularly scheduled street sweeping during construction activity at the approved times shall result in re-inspection fees (amounts to be determined by City Engineer) and/or project suspension until street sweeping is provided.

TE8. Sight distance at all proposed streets and driveways shall conform to City of Moreno Valley Standard No. 125 & 126 at the time of preparation of final grading, landscape, and street improvement plans.

TE9. All driveways will conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City of Moreno Valley Standard No. 117 for residential driveway approach.

TE10. Conditions of approval may be modified or added if a phasing plan is submitted for this development.

PRIOR TO IMPROVEMENT PLAN APPROVAL OR CONSTRUCTION PERMIT

TE11. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider. Signing and Striping Plans shall be prepared for all streets (including General Local Street, Short Local Street, Minor Local Street, and Hillside Residential Street) to include provisions for Street Sweeping during construction activity. Street Sweeping signs coordinated with City of Moreno Valley Street Sweeping schedules shall be included in the Signing and Striping Plans, or as approved by the City Engineer.

TE12. Prior to final approval of the street improvement plans, the developer shall submit to the City a contract between the developer and a street sweeping company for sweeping the streets during the warranty period, for the day shown on the posted street sweeping signage. The contract shall include a contact person and phone number for said contact person.

TE13. Prior to the commencement of construction activity, construction traffic control plans prepared by a Registered Civil or Traffic engineer may be required to be submitted to the City for plan approval.

PRIOR TO CERTIFICATE OF OCCUPANCY OR BUILDING FINAL

TE15. (CO) If there is no sidewalk along Perris Boulevard at the time of developing this tract, a sidewalk shall be installed along the west side of Perris Boulevard from this tract to the intersection of Perris Boulevard/Kalmia Street.

TE16. (CO) If this tract develops prior to Tract 31621, then prior to final inspection, Metal Beam Guard Railing per City Standard Plan No. 413A and 413B shall be installed at the following location, or as approved by the City Engineer:

- **Terminus of Thomas Way at the southerly property boundary**

PRIOR TO ACCEPTANCE OF STREETS INTO THE CITY-MAINTAINED ROAD SYSTEM

TE17. Prior to the sign-off of final inspection of the street improvements, all approved signing and striping shall be installed per current City Standards and the approved plans.

Zoning

PA07-0129 (TTM 35606)

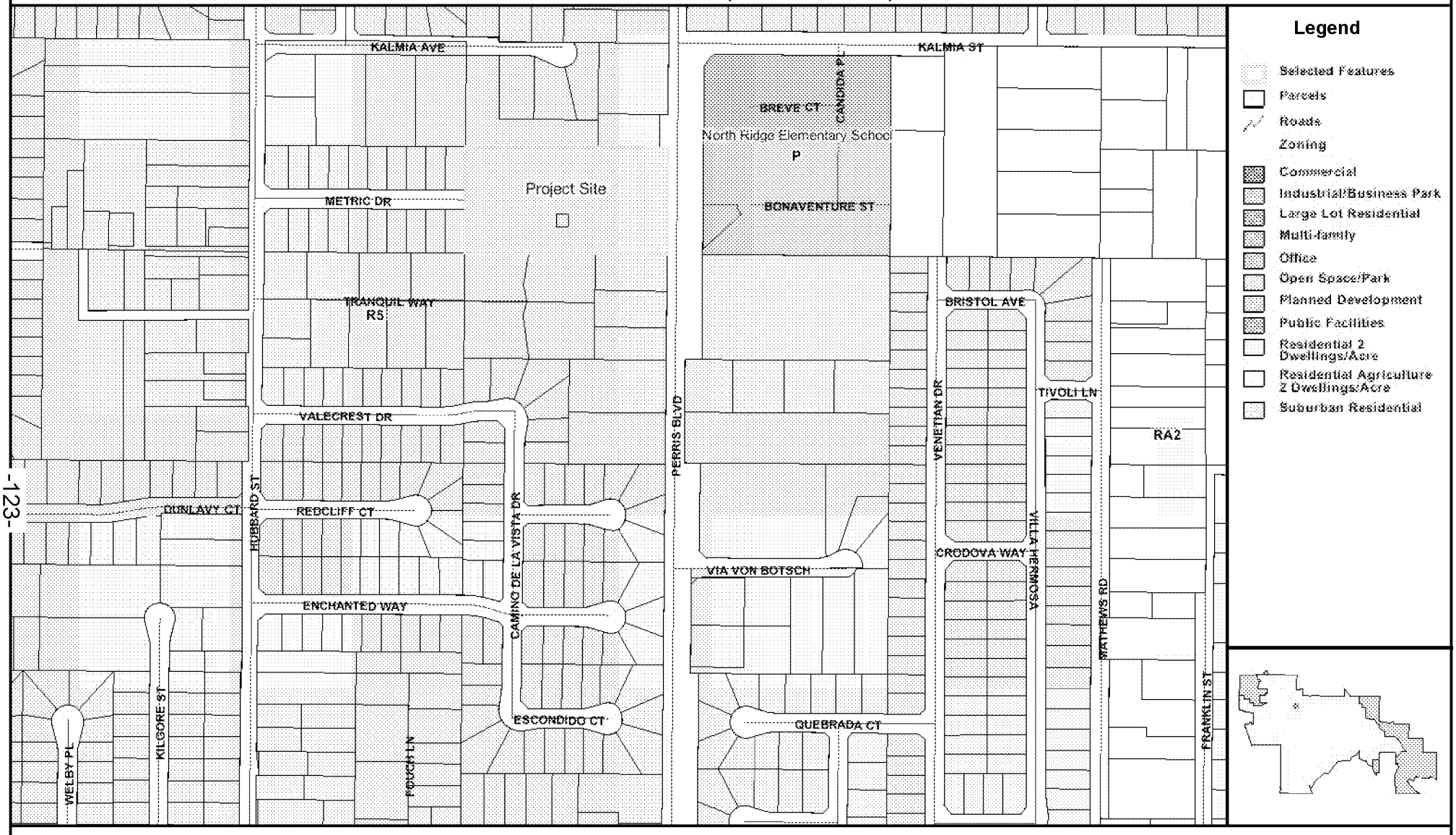

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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0 200 400 800ft

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Attachment 3

MV00101553

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MV00101554

Aerial Photograph

PA07-0129 (TTM 35606)

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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Attachment 4

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MORENO VALLEY

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MV00101556

TENTATIVE TRACT MAP NO. 35606

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

APN: 475-150-003

FOR SUBDIVISION PURPOSES

OWNER:
DENNIS H&A
16398 MT. LANGLEY STREET,
FOUNTAIN VALLEY, CA 92708
TEL: (714) 963-2114
FAX: (714) 378-1141

LEGAL DESCRIPTION:
THE SOUTH HALF OF LOT 40 OF MORENO ACRES, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 53 OF MAPS, IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.

BENCH MARK:
COUNTY OF RIVERSIDE BM 6-34
FD BRASS TAG IN CONCRETE AT SE OF IRONWOOD AVENUE AND PERRIS BOULEVARD

ELEVATION: 1736.722

PROJECT DESCRIPTION:
EXISTING USES: VACANT LOT
PROPOSED ZONE: R3
GROSS ACREAGE: 4.82 ACRES (210,087 SF)
NET ACREAGE: 3.85 ACRES (168,086 SF)
NO. OF EXISTING LOT: 1
NO. OF PROPOSED LOT: 16
FEMA FLOOD
ZONE DESIGNATION: X, 06065C0610B, MAY 17, 1993

UTILITIES:

	CONTACT NUMBER:
MORENO VALLEY UTILITIES	951-243-5581
MORENO VALLEY POLICE DEPARTMENT	951-486-6700
MORENO VALLEY FIRE DEPARTMENT	951-486-4700
MORENO VALLEY UNIFIED SCHOOL DISTRICT	951-571-5200
SOUTHERN CALIFORNIA EDISON	800-684-8331
THE GAS COMPANY	800-427-2200
WASTE MANAGEMENT OF INLAND VALLEY	800-422-4555
EASTERN MUNICIPAL WATER DISTRICT	951-928-3777

LEGENDS AND ABBREVIATIONS:

TC.....TOP OF CURB
FL.....FLOW LINE
FS.....FINISHED SURFACE
FH.....FIRE HYDRANT
EX.....EXISTING
R/W.....RIGHT OF WAY
E.....PROPERTY LINE
℄.....CENTER LINE
(123).....EXISTING CONTOUR
123.....PROPOSED CONTOUR
TC.....DRAINAGE PATTERN
TC.....TOP OF GRATE
INV.....INVERT ELEVATION
(123.45).....EXISTING ELEVATION
.....CONCRETE V-DITCH
.....TREE
.....POWER POLE
.....SEWER MANHOLE
.....CENTERLINE
.....PROPOSED R/W
.....EXISTING R/W
.....FLOW LINE
.....CONSTRUCTION NOTE
.....CONCRETE PAVING
.....CATCH BASIN
.....RETAINING WALL
.....CAST IRON DRAIN PIPE

CURVE DATA:

NO.	DELTA	LENGTH	RADIUS	TANGENT
C1	12°06'31"	60.88'	277'	30.58'
C2	01°30'31"	8.53'	325'	4.51'
C3	11°15'46"	64.66'	329'	32.53'
C4	18°12'06"	26.45'	100'	14.34'
C5	5°37'38"	9.01'	46'	4.51'
C6	91°37'37"	77.04'	48'	49.57'
C7	90°37'37"	8.01'	48'	4.01'
C8	79°18'05"	64.30'	48'	38.01'
C9	24°49'11"	20.76'	48'	10.56'
C10	08°18'53"	14.51'	100'	7.27'
C11	08°01'15"	13.97'	100'	7.00'
C12	11°36'30"	56.08'	277'	28.14'
C13	03°27'52"	2.18'	277'	1.09'
C14	12°53'36"	73.81'	328'	37.09'

LINE DATA:

NO.	BEARING	LENGTH
L1	N89°53'15"E	6.00'
L2	N42°06'11"E	21.19'
L3	N48°03'39"W	21.29'

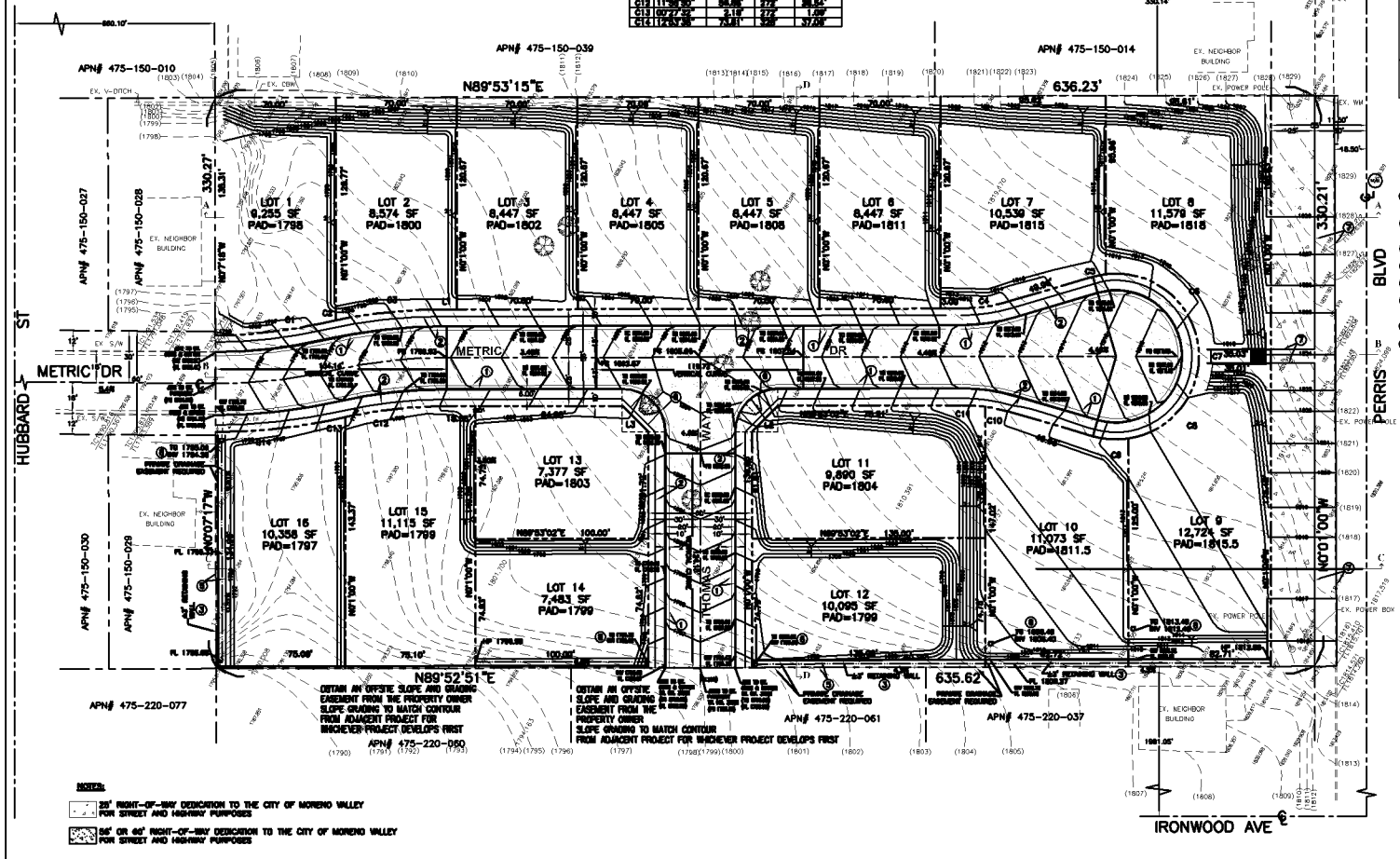
KALMIA AVE
IRONWOOD AVE
PERRIS BLVD
HUBBARD ST
METRIC DR
THOMAS WAY
N89°53'15"E
N89°52'51"E
636.23'
635.62'
330.21'
330.27'
N0°01'00"W
N0°07'17"W
APN# 475-150-010
APN# 475-150-039
APN# 475-150-014
APN# 475-150-027
APN# 475-150-028
APN# 475-150-030
APN# 475-150-029
APN# 475-220-077
APN# 475-220-060
APN# 475-220-061
APN# 475-220-037
LOT 1 9,255 SF PAD=1798
LOT 2 8,574 SF PAD=1800
LOT 3 8,447 SF PAD=1802
LOT 4 8,447 SF PAD=1805
LOT 5 8,447 SF PAD=1808
LOT 6 8,447 SF PAD=1811
LOT 7 10,539 SF PAD=1815
LOT 8 11,579 SF PAD=1818
LOT 9 12,724 SF PAD=1815.5
LOT 10 11,073 SF PAD=1811.5
LOT 11 9,890 SF PAD=1804
LOT 12 10,095 SF PAD=1799
LOT 13 7,377 SF PAD=1803
LOT 14 7,483 SF PAD=1799
LOT 15 11,115 SF PAD=1799
LOT 16 10,358 SF PAD=1797
OBTAIN AN OFFSITE SLOPE AND GRADING EASEMENT FROM THE PROPERTY OWNER SLOPE GRADING TO MATCH CONTOUR FROM ADJACENT PROJECT FOR WHICHEVER PROJECT DEVELOPS FIRST
OBTAIN AN OFFSITE SLOPE AND GRADING EASEMENT FROM THE PROPERTY OWNER SLOPE GRADING TO MATCH CONTOUR FROM ADJACENT PROJECT FOR WHICHEVER PROJECT DEVELOPS FIRST
EX. NEIGHBOR BUILDING
EX. POWER POLE
EX. POWER BOX
EX. WM
EX. CBW
EX. V-DITCH
EX. S/W
PROPOSED DRAINAGE EASEMENT REQUIRED
RETAINING WALL
FL 1798.00
FL 1799.00
FL 1800.00
FL 1801.00
FL 1806.00
FL 1808.00
FL 1813.00
FL 1815.00
FL 1817.00
FL 1818.00
FL 1819.00
FL 1820.00
FL 1821.00
FL 1822.00
FL 1823.00
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FL 1828.00
FL 1829.00
FL 1830.00
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FL 1834.00
FL 1835.00
FL 1836.00
FL

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MV00101558

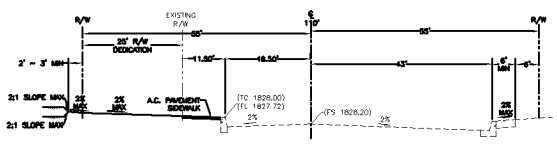

PROPOSED PERRIS BLVD. TYP SECTION
(FUTURE. CITY STD. 103C)
N.T.S.

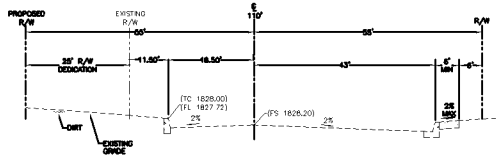

EXISTING PERRIS BLVD. TYP SECTION
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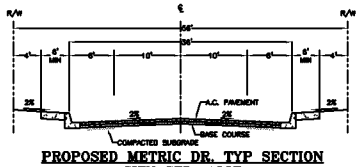

PROPOSED METRIC DR. TYP SECTION
CITY STD. 108B
N.T.S.

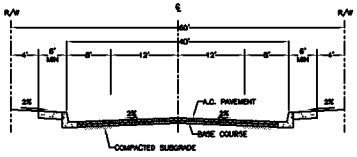

PROPOSED THOMAS WAY TYP SECTION
(CITY STD. 108A)
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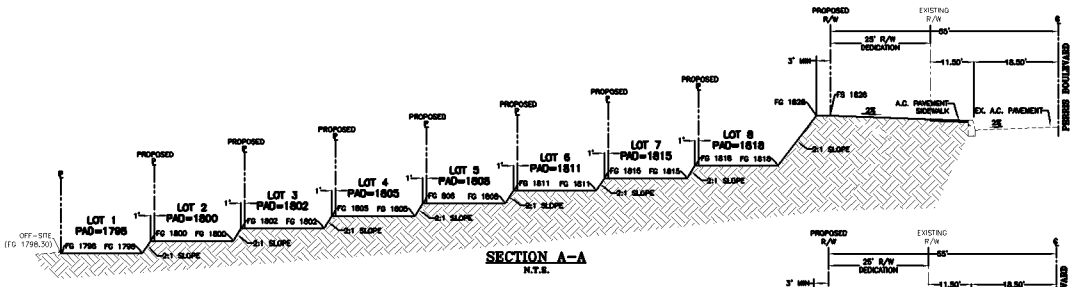

SECTION A-A
N.T.S.

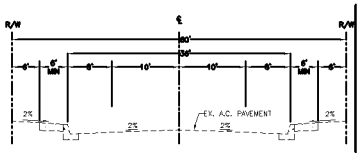

EXISTING METRIC DR. TYP SECTION
WEST OF TTM 35606
N.T.S.

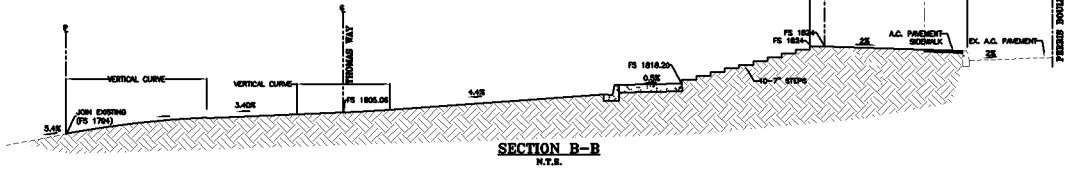

SECTION B-B
N.T.S.

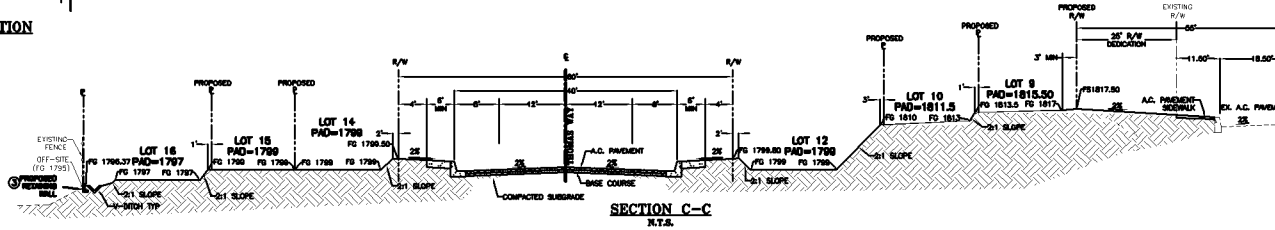

SECTION C-C
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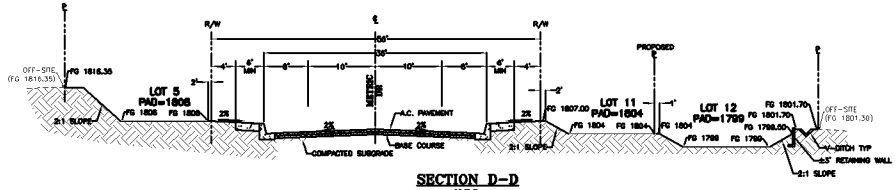

SECTION D-D
N.T.S.

Attachment 6

PA07-0129

CAL LAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
575 E. LAMBERT ROAD, BREA CA 92821
TEL: (714) 671-1050 FAX: (714) 671-1060

RELEASED

REVISIONS

PROJECT LOCATION:
11581 PERRIS BLVD.
MORENO VALLEY, CA

DRAWN: BP
CHECKED:
DATE: 01/13/2011
JOB NO.: 07-189-002
SCALE:
FILE NAME:

T-2

SHEET 2 OF 2

MV00101559

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MV00101560

PLANNING COMMISSION STAFF REPORT

Case:	PA10-0022
Date:	April 14, 2011
Applicant:	City of Moreno Valley
Representative:	Same as above
Location:	Citywide
Proposal:	Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general site, street and athletic field/park lighting citywide.
Redevelopment Area:	N/A
Recommendation:	Recommend ordinance amendment to City Council

SUMMARY
The Planning Division of the City of Moreno Valley proposes modifications to various sections of Title 9 of the Municipal code to refine existing lighting standards to provide for better viewing of the night sky ("dark sky"). The amendment proposes modifications to onsite, athletic field/park and street lighting to minimize light pollution and trespass. All newly establish developments citywide will be subject to the proposed revisions to the code.

MV00101561

BACKGROUND

At the October 20, 2009, Study Session, the City Council provided direction to review the City's lighting standards based on the International Dark-Sky Association (IDA) recommendations and dark sky ordinances from other communities. This review was identified in the Settlement Agreement between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project. The review also reflects previous development review projects located within the rural and hillside residential areas within the north and east portions of the City.

The underlying principles of the proposed lighting standards/dark sky ordinance are to:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night sky;
- Curtail and reverse degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

Based on information from the IDA, the assumption that more light always results in better safety and security is not supported. Only the right amount of light, in the right place, at the right time should be necessary. In most instances, providing more light or creating bright areas often leads to glare and reduced visibility as well as wasted light and energy. The IDA recommendations call for the use of the lowest feasible wattage lamp. The maximum wattage recommended for most commercial applications is 250 watts of high intensity discharge lighting.

The current City Municipal Code includes provisions to curb on-site lighting. The Municipal Code requires that "lighting shall be adequate to help ensure a safe environment, but not cause excessive glare or intense light." All non-residential lighting is required to be shielded to avoid glare and prevent light spillage over property lines or into the public right of way. The lighting at property lines is limited to a maximum of 0.5 foot candle. The minimum lighting required in parking lots, pedestrian walkways and other areas accessible to the general public is 1 foot-candle and the maximum is 8 foot-candle to provide adequate nighttime visibility without creating excessive glare. Lighting standards are verified by a review of a point by point lighting plan showing the foot-candle lighting for closely spaced points across a site based on the fixtures proposed for the on-site use. Residential lighting is limited to twelve feet in height, below the typical eave line for a house. Finally, the stated intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are an inherently characteristic of hillside areas.

PROJECT ANALYSIS

In order to comply with the direction provided by the City Council at their October 20, 2009 Study Session meeting and the Settlement Agreement between the Sierra Club, Highland Fairview and the City of Moreno Valley, staff is presenting the Planning Commission with revised Municipal Code standards for lighting. Staff has included specific updated standards relating to onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields.

Research conducted by the Planning Division found that very few cities had adopted dark sky ordinances. For example, surrounding cities such as Riverside, Perris and Redlands did not have adopted dark sky ordinances. The majority of the cities who have adopted dark sky ordinances were found to be more rural, desert and tourist areas where climate conditions more easily allow the viewing of the stars and night sky. While the Settlement Agreement specifically identified consideration of standards from the City of Palm Desert, staff also reviewed ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas and San Diego and other cities, and the IDA recommendations.

Based on the review of existing Municipal Code standards and other communities dark sky ordinances, staff has proposed updated standards in Attachment 3 of this report. Many of the standards in the existing ordinance were used; however a number of items from IDA recommendations and ordinances such as Palm Desert's were utilized to incorporate dark sky practices. The major modifications to the existing lighting ordinance include:

- Revised development and performance standards to include maximum wattage for light bulbs on single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);

- All lighting designed with full cutoffs to fully shield light fixtures on residential-multiple family and all non-residential properties.

- A further reduction of permitted light trespass or spillover lighting onto adjacent properties for all non-residential (commercial and industrial) and multi-family residential properties to a maximum of 0.25 foot candle maintained lighting measured from within five (5) feet of any property line. The existing City standard is 0.50 foot candle. The revised standard is consistent with language provided within the Palm Desert Ordinance.

- The inclusion of lighting height limits on hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet. Non-residential lighting height limits shall be a maximum of 30 feet, except within 100 feet of a residential use, where lighting shall be reduced to a height of 20 feet and walkway/courtyard lighting to a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.

- The addition of athletic field lighting standards to include horizontal cutoffs to reduce lighting above the fixture for new and retrofit lighting designs and a maximum lighting value used in lighting recreational athletic fields of an average maintained 50 foot-candles.

- The modification of existing street light standards to include the installation of street lighting solely for the purpose of illuminating the public right of way and conformance to the city street lighting standards, including the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

The dark sky standards would apply to all new development and to existing development/parking areas that are enlarged or altered. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to review of a new or revised point by point photometric lighting plan.

Specific language of the above sections of the Municipal Code can be found in Attachment 3 of this report, which includes a strikeout/underline version of the language added and subtracted.

REVIEW PROCESS

Staff originally presented the item to the City Council at the October 20, 2009, Study Session meeting as in conjunction an overall review of City efforts included in the Highland Fairview Corporate Park Settlement Agreement. During the study session meeting, existing and proposed standards were discussed, with the City Council recommending that staff bring back proposals to incorporate guidelines of the International Dark Sky Association and exterior lighting standards of jurisdictions such as Palm Desert which have created dark sky ordinances.

Subsequently, staff established a subcommittee of members from various internal departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utilities and Parks and Community Services. Collectively, all internal departments and representatives of the subcommittee have drafted revised lighting language and/or reviewed draft dark sky lighting standards. All members of the subcommittee have agreed to modify the ordinance as is presented and attached to this report.

The next step in the process is to have the Planning Commission review the proposed amended lighting standards and recommend to the City Council for final review and action.

ENVIRONMENTAL

The proposed Municipal Code Amendment (PA10-0022) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines in that there is no possibility that the proposed activity and the modification of existing light standards to further prevent light spillover into adjacent properties and the night sky would create the potential for a significant impact upon the environment.

NOTIFICATION

A 1/8 page public hearing notice for this development code amendment was published in the local newspaper. The Sierra Club was also notified of the meeting.

REVIEW COMMENTS

Staff sent out the final draft of the modified lighting ordinance to eleven (11) lighting designers and experts in the field that have previously submitted photometric lighting plans to the City, inviting any comments on the draft language to be provided. Staff did not receive any comments during or since the 30 day transmittal period.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Prepared by:	Approved by:
Mark Gross, AICP Senior Planner	John C. Terell, AICP Planning Official

MV00101565

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-10
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code.
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

NOTICE
OF
PLANNING COMMISSION
PUBLIC HEARING

THE PLANNING COMMISSION WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH THE EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The amendment would modify current lighting provisions including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The Planning Commission may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community and Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission on or before the following meeting date:

Thursday, April 14, 2011
7:00 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

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MV00101568

PLANNING COMMISSION RESOLUTION NO. 2011-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY, CALIFORNIA RECOMMENDING APPROVAL OF PA10-0022 TO THE CITY COUNCIL, AMENDING TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI APPLICATIONS FOR LIGHTING AND SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH THE EMPHASIS OF DARK SKY STANDARDS CITYWIDE

WHEREAS, the City of Moreno Valley has filed an application for the approval of PA10-0022 citywide, as described in the title of this Resolution.

WHEREAS, on April 14, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on April 14, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

Attachment 2

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use. All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as

residential hillside and open space areas. Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

BE IT FURTHER RESOLVED that the Planning Commission **APPROVES** Resolution No. 2011-10, recommending the City Council recognize that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and approve Municipal Code amendments to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.

APPROVED this 14th day of April, 2011.

_____
Ray Baker
Acting Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

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MV00101572

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

Attachment 3

MV00101573

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (3) (a-d) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security over the entire parking surface. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within

MV00101574

five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 footcandles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line* may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

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6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

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The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting on all residential and non-residential walkway and courtyard lighting shall directed downward and be mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

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F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

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3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting.

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties;

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor

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light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures~~.

~~I. General Guidelines.~~

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~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

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~~9.08.190 Street lighting.~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

Attachment 4

MV00101583

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MV00101584

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

Attachment 5

MV00101585

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

MV00101586

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

MV00101587

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MV00101588

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~Type~~	~~Characteristics~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ – 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ – 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~

Attachment 6

MV00101589

~~Type~~	~~Characteristics~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

3. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

4. Energy efficient lighting of buildings is encouraged.

5. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

6. The location, color and intensity of private lighting should relate to and complement public lighting.

7. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 8. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 9. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

MV00101590

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

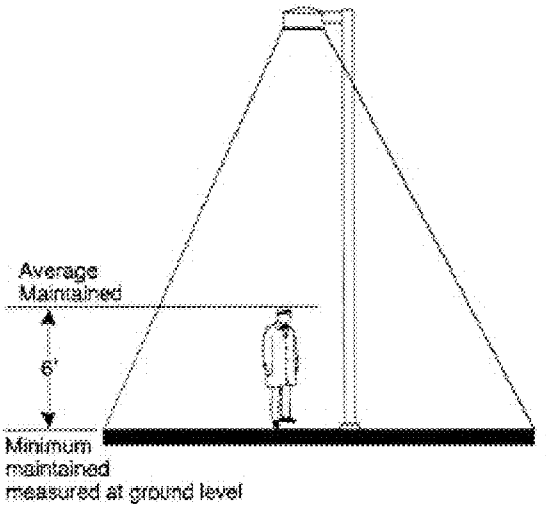

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

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MV00101592

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

April 12, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

2. Proclamation Recognizing National Library Week

3. Proclamation Recognizing Sexual Assault Awareness Month

4. "Spotlight on Moreno Valley Business"

MV00101594

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
APRIL 12, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

A.4 APPROVAL OF THE 2011/2012 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works Department)

Recommendation:

1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

A.5 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in

account code 461.65329.7500.

A.6 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in the staff report for the abatement of nuisances.

Resolution No. 2011-30

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien upon said Properties

A.7 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011 (Report of: Public Works Department)

Recommendation:
No action required.

A.8 PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET: DEVELOPER – HF LOGISTICS – SKX T1, LLC,MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility Electrical Infrastructure into the City's maintained system; and

Resolution No. 2011-33

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Redlands Electrical Improvements as Complete

within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.9 APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report of: Financial & Administrative Services Department)

Recommendation:
Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

A.10 RESOLUTION REGARDING THE LIBERTY QUARRY (Report of: City Manager's Office)

Recommendation:
Discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

A.11 CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY DEVELOPMENT CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN (Report of: City Clerk's Department)

Recommendation:
That the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

A.12 TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS - DEVELOPER: WESTERN PACIFIC HOUSING - CORONA, CA 92880 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760;

2. Authorize the Mayor to execute the agreement;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City

MV00101599

Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
After conducting the Public Hearing and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeastern Calif Conf Sev Day Adventist—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014;

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 484-030-015 and 488-210-014.

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014;

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015 and 488-210-014.

E.2 PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of multifamily housing revenue bonds to finance the acquisition, construction and development of a 77-unit multifamily rental housing project known as Hemlock Family Apartments; and

2. Adopt Resolution No. 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the Community Redevelopment Agency of the City of Moreno Valley for Hemlock Family Apartments.

Resolution No. 2011-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue

Bonds for the Hemlock Family Apartments

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVIITES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.3 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCALYEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: City Manager's Office)

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for

Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00101603

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing Trent Sauls

4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:39 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Service

MV00101606

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California,

in the amount of $69,918.00, “Minor Decoy/Shoulder Tap” Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500); and

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

Resolution No. 2011-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January, 2011

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;

2. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and

3. Authorize the City Manager to execute said “Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-

015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

1. Receive and File the 2010 Annual Report of the Planning Commission; and

2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:

Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Approve TM 34950-1, a final map for financing purposes; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

Motion to continue the item to May 24, 2011 Council Meeting by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E.2 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12

social service programs; and

2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder, George Price, Josiah Bruny, Pastor Earnesline Anderson and Hal Tubb.

Motion to receive and file by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported the following: demolition of an old hospital at March Air Reserve Base scheduled on March 28, at 10 a.m. with a renowned guest speaker Willie Brown; a trip to Washington, D.C. regarding pending projects and reduction in air force reserve staffing

b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

Council Member Pro Tem Hastings reported the following: announced an upcoming Clean Cities Coalition meeting at the Mission Inn, and the General Assembly meeting in Morongo on June 21 with a guest speaker Condoleezza Rice and encouraged everyone to attend; WRCOG received funding for AB 811 program, and the City will be given an update on how the program will be implemented

G.2 APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:
1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Carlos Ramirez for a term expiring March 31, 2013 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co Approved by a vote of 5-0.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Rescind the action from the last meeting of adopting Resolution No.

2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Recommendation: That the RDA:
Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member Robin N. Hastings, s/Agency Member William H. Batey II
Approved by a vote of 5-0.

G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Receive and file this report; and

2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, Deanna Reeder and Tom Jerele Sr.

Received and filed.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Marcia Amino
1. Land use and transportation planning
2. City Manager's salary
3. Car allowances

Pete Bleckert
1. Retirement benefits

Louise Palomarez
1. Audio for Council meetings
2. Rising Star program
3. Use of redevelopment money
4. Red light camera on Day Street

Tom Jerele Sr.
1. Commended public input
2. Red light camera on Day Street
3. Housing issues
4. Edgemont area potential
5. Graffiti at Sunnymead Boulevard area

Deanna Reeder
1. Public input at the Economic Development Subcommittee meetings
2. Requested information regarding Economic Development Subcommittee meetings
3. Public workshop in April
4. Council Member Co's Code Compliance case

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Attended the grand opening of Buffalo Wild Wings restaurant
2. Top five classes from the reading contest will go to a movie at Harkins Theatre on April 21; reading contest is a very successful program

Mayor Pro Tem Molina
1. Attended the Buffalo Wild Wings grand opening on Saturday; it is an indication that possibly the economy has bottomed out
2. On Saturday, went on a tour at Skechers given by Iddo Benzeevi; was very impressed with high technology; the tour, which is very informative, is open to the public

Council Member Co
1. Thanked everybody for participating in the Economic Development Subcommittee meetings
2. Stated that right now we are trying to do the best we can to allocate resources for the best possible results; we need jobs that provide good income; asked for input from the public

Council Member Hastings
1. Attended the Buffalo Wild Wings grand opening - was a standing room only; personally believes that the economy is turning around
2. Asked Community and Economic Development Director Barry Foster to report on the Small Business Development Center (SBDC) receiving an award; SBDC was recognized earlier this year as one of the top 10 SBDCs in the U.S.A and is the only one in California that received that designation; it is fantastic to have this facility in Moreno Valley to provide

assistance to small businesses
3. Congratulated Mayor Pro Tem Molina on bringing forward budget ideas; we need ideas to eliminate 14 million dollars budget deficit; asked the public to please forward any ideas to her; presented suggestions for reducing expenditures

Mayor Stewart
1. Stated that Buffalo Wild Wings received about 1300 job applications and hired about 110; there were long lines on the first day of opening
2. The Police Department made a fantastic arrest for an armed robbery; two people arrested committed about 20 commercial robberies; congratulated officers on fantastic work
3. Reiterated that Mayor's Award of Valor was presented to Rodrigo Murguia, David Westerhaus and Jimmy Zapata for their heroic action to save traffic collision victims from a burning car on November 17, 2010
4. All standing council subcommittee meetings are noticed and posted at least 72 hours before a meeting pursuant to the Brown Act

There being no further business to conduct, the meeting was adjourned at 9:56 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Stewart opened the agenda items for public comments; there being none, public comments were closed.

Closed Session was held in the City Manager's Conference Room, Second Floor, City Hall pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:13 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 12, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

Reports on Reimbursable Activities March 16 – April 5, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	3/24/11	Western Riverside Council of Governments (WRCOG) Advancing the Choice Expo
	3/30/11	Riverside County Sheriff's Annual Awards Ceremony
Robin N. Hastings	3/16/11	Sixth Annual Riverside County Student Academic Awards Dinner
	3/30/11	Riverside County Sheriff's Annual Awards Ceremony
Jesse L. Molina	3/30/11	Riverside County Sheriff's Annual Awards Ceremony
	4/5/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	3/16/11	Student of the Month Luncheon
	3/30/11	Riverside County Sheriff's Annual Awards Ceremony

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:

Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: Approval of the 2011/2012 Fiscal Year Storm Water Protection Program Budget for County Service Area (CSA) 152

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) program requires the City to obtain a permit from the Santa Ana Regional Water Quality Control Board (Board) to release storm water into various drainage channels and washes throughout our community.

To fund their part of these activities the Riverside County Flood Control District established a benefit assessment district. The County of Riverside (County) formed CSA 152 as a means for it and other local governments to recover costs through property assessments. On December 21, 1993, the City along with several other County cities was annexed into CSA 152. The purpose of the annexation was to provide a funding mechanism for the federally mandated storm water cleanup program.

On November 1, 1994, the Administrative Services Agreement for the CSA 152 Program was executed between the County and the City. The Agreement established the responsibilities and obligations of the City and the County concerning the management and financing of CSA 152. On October 26, 2010, the City Council authorized the Mayor to execute a new Administrative Services Agreement.

On June 27, 1995, the City Council approved the NPDES and CSA 152 budgets and assessment. The City Council also passed Resolution No. 95-45 adopting the BAU assessment of $8.15 per year. The assessment has remained unchanged since 1995.

On February 25, 1997, the City Council made a finding determining that the NPDES program as administered by the City was in compliance with the provisions of Proposition 218. Specifically, the City Council found that the NPDES assessment existed on the effective date of the State Constitutional Amendment and that the assessment was imposed exclusively to finance maintenance and operation expenses for streets, flood control and drainage systems. Therefore, the Council found that the NPDES program was exempt per Section 5(a) of Article XIII D of the State Constitution.

On January 29, 2010, the Board issued a new NPDES permit. The requirements of the new permit necessitate the City to expand its NPDES program to include the following:

- Additional compliance monitoring to include Total Maximum Daily Load (TMDL)
- Development of comprehensive implementation and management plans
- Expansion of inspection program to now include residential elements

In addition, the City will still be required to comply and maintain its existing program elements. The City must continue to implement Best Management Practices (BMPs) within our community that reduces pollutants entering our streams and channels. Among those practices are: public education, material disposal and recycling programs, spill prevention and cleanup programs, and street and storm drain maintenance.

DISCUSSION

The County is the lead agency in administering CSA 152 and the City is a participating agency. In order to continue with the service provided under CSA 152, the City is required to take the following actions:

1. Approve the CSA 152 Budget for FY 2011/2012 in a specific amount; and

2. Approve a CSA 152 Assessment per Benefit Assessment Unit (BAU) for FY 2011/2012.

The revenues collected will normally increase even if the charge for the annual assessment remains constant as a result of new development. This occurs because the total number of properties paying the assessment increases each year.

Current information provided by the County of Riverside Economic Development Agency indicates a decrease in the FY 2011/2012 CSA 152 projected revenues of $49,143 from the current fiscal year projected revenues. The decrease is due to a change in the methodology used to calculate the number of BAUs from new and existing development in the City. The revenue decrease will impact program fund transfers and will be addressed by the City Council during the FY 2011/2012 budget process. Staff is not recommending at this time an increase in the BAU assessment that would require a mail ballot process under Proposition 218; therefore the assessment will remain unchanged at $8.15 per BAU.

As noted above, the budget decrease is a result of the change in methodology used by the County of Riverside Economic Development Agency to determine the total BAU's in this current fiscal year. Since the annual BAU assessment will remain unchanged, there is no need to have any further Council action related to CSA 152.

The CSA 152 Administrative Services Agreement requires the City to adopt a CSA 152 budget in early spring. To ensure the funding is secured and the assessment remains on the tax rolls for FY 2011/2012 staff is recommending Council adopt the CSA 152 budget as presented this evening.

The following CSA 152 events are scheduled for the next fiscal year:

1.	Assessment begins	July 2011
2.	First installment to City	January 2012

There are many possible alternatives to funding the NPDES program, which require General Fund contributions or other fund contributions either in total or in combination with CSA 152 funds.

Failure by the City to enforce the NPDES program and seek sufficient funding can result in penalties of up to $37,500 per day for noncompliance and or civil and criminal penalties. This is a federally mandated program administered by the State. **There has been neither State nor federal monies allocated to local agencies to address these requirements**.

ALTERNATIVES

1. Approve the CSA 152 Budget for FY 2011/2012 in the amount of $537,553 and authorize the levy of CSA 152 Assessment at $8.15 per BAU for FY 2011/2012. *Approval of this alternative assures that a portion of the funds necessary to support the various storm water management and maintenance programs for the City will continue to be collected.*

2. Do not approve the CSA 152 budget for FY 2011/2012 in the amount of $537,553, and authorize the levy of CSA 152 assessment at $8.15 per BAU for

FY 2011/2012. *This alternative does not provide for the collection of the assessment on the annual tax rolls that is necessary to fund portions of the storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.*

FISCAL IMPACT

Adoption of the recommended CSA 152 budget and levy assessment will ensure that the City receives its legally authorized funds from this source. However, CSA 152 revenue together with other NPDES related revenues do not fully fund program costs. Fund transfers are anticipated to make up this shortfall and will be further addressed during the FY 2011/2012 City budget process.

Attachment No. 1 is a budget detail sheet and shows the proposed activities and amounts to be funded through the FY 2011/2012 CSA 152 revenues.

Due to the increasing difference between the projected CSA 152 revenue and the NPDES storm water program budgets, it may be necessary in the future to increase the CSA 152 assessment per BAU, identify and implement other funding sources and/or continue fund transfers.

The recommended action tonight will meet the County's deadline and assist in funding the NPDES storm water programs. Approving the CSA 152 budget will help relieve the burden on fund transfers.

The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program.**

CITY COUNCIL GOALS

The recommended action furthers City Council goals by:

- Revenue Preservation. It maintains a revenue source for a federally mandated program.
- Public Safety. It provides for enhancement of water quality and control of hazardous waste.
- Community Image, Neighborhood Pride, and Cleanliness. It provides for a high level of street sweeping and chemical cleanup.
- Public Facilities and Capital Projects. It insures the proper maintenance of storm drains.

SUMMARY

CSA 152 revenues provide partial funding for the NPDES program. The Administrative Services Agreement between the County and the City requires the City to prepare the CSA 152 budget and submit the budget to the County in early spring. To ensure CSA 152 funding is secured and the assessment remains on the tax rolls for FY 2011/2012 staff is recommending Council adopt the CSA 152 budget as presented. Collection of the assessments on the annual tax rolls is necessary to fund portions of the NPDES storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.

NOTIFICATION

Publication of Agenda

ATTACHMENTS/EXHIBITS

Attachment No. 1; Fiscal Years 2010/11 & 2011/12 CSA 152--Budget Detail

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Kent Wegelin
Storm Water Program Manager

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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9	1. STORM DRAINAGE SYSTEM INSPECTION (36" AND GREATER - 99,710 LF)
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11	A.
12	B.
13	C.
14	D.
15	E.
16	
17	
18	2. DRAINAGE AREA MANAGEMENT PLAN (DAMP)
19	
20	A.
21	B.
22	C.
23	D.
24	E.
25	F.
26	G.
27	G.
28	
29	
30	3. PROGRAM ADMINISTRATION & SUPERVISION
31	
32	A.
33	B.
34	C.
35	
36	
37	4. LEGAL MAILINGS

Attachment 1

	B	C	D	E	F	G	H
1							
2							
3							
4							
5	**CITY OF MORENO VALLEY**						
6	FISCAL YEARS 2010/11 & 2011/12 CSA 152 - BUDGET DETAIL						
7							
8							**FY2001/02**
9							
10							
11	Inspection						$2,950
12	Document Violations						$590
13	Inspection Preparation Plan						$885
14	Update Facilities Drawings						$885
15	Reserve Fund (5-Year Inspection Program)						$3,200
16	**********				Sub-total =		**$8,510**
17							
18							
19							
20	Catch Basin Maintenance						$110,800
21	Street Sweeping						$215,500
22	Development of Ordinances/Policies/BMPs						$2,950
23	Training Program Implementation						$1,820
24	Inspection of Illegal Connections and Dumping						$2,280
25	Development of Municipal Facilities Strategy						$2,280
26	Development Enforcement Compliance Strategy Manual						$0
27	Litter/Trash Characterization						
28	**********				Sub-total =		**$335,630**
29							
30							
31							
32	Program Management						$5,330
33	Consultant's Fee (RCFC&WCD)						$10,510
34	Other Professional Services						$0
35	**********				Sub-total =		**$15,840**
36							
37							

Attachment 1

	I	J	K	L	M	N	O	P	Q
1									
2									
3									
4									
5									
6									
7									
8	**FY2002/03**	**FY2003/04**	**FY2004/05**	FY2010/11	***FY2011/12***				
9									
10									
11	$3,024	$20,000	$3,175	$5,400	***$5,400***				
12	$605	$620	$635	$1,200	***$1,200***				
13	$907	$930	$953	$5,000	***$5,000***				
14	$907	$930	$953	$8,000	***$8,000***				
15	$3,280	$3,362	$0	$0					
16	$8,723	$25,841	$5,716	$19,600	***$19,600***				
17									
18									
19									
20	$113,986	$127,202	$145,000	$167,449	***$151,553***				
21	$226,872	$114,936	$197,210	$269,880	***$239,414***				$0.45
22	$3,024	$6,890	$6,890	$12,000	***$12,000***				
23	$1,866	$2,200	$2,255	$1,500	***$1,500***				
24	$2,337	$2,395	$2,455	$5,000	***$5,000***				
25	$2,337	$2,395	$2,455	$5,000	***$5,000***				
26	$0	$2,500	$0	$0	***$0***				
27		$0	$0	$5,000	***$5,000***				
28	$350,421	$258,519	$356,266	$465,829	***$419,467***				
29									
30									
31									
32	$5,463	$5,600	$5,740	$15,000	***$15,000***				
33	$0	$0	$7,500	$12,699	***$12,699***				
34	$0	$80,000	$0	$0	***$0***				
35	$5,463	$85,600	$13,240	$27,699	***$27,699***				
36									
37									

Attachment 1

	A
38	
39	A.
40	B.
41	C.
42	
43	
44	5. ASSESSOR CHARGE - $0.25/parcel
45	
46	6. COUNTY COMPUTER TIME
47	
48	7. CSA 152 ADMINISTRATION FEE (6%)
49	
50	TOTAL PROJECTED YEARLY COST(1. through 7.)
51	
52	
53	
54	
55	
56	
57	

Attachment 1

	B	C	D	E	F	G	H
38							
39	Associate Environmental Engineer Cost						$1,830
40	Clerk's Cost						$770
41	Postage Cost						$13,090
42	**********				Sub-total =		**$15,690**
43							
44							**$9,625**
45							
46							**$6,000**
47							
48							**$23,478**
49							
50							**$414,773**
51							
52	**ANNUAL ASSESSMENT**						
53	_____						
54							
55	**COST**						**$414,773**
56	**TOTAL BENEFIT ASSESSMENT UNITS**						**50,888**
57	**ANNUAL ASSESSMENT PER BAU**						**$8.15**

Attachment 1

	I	J	K	L	M	N	O	P	Q
38									
39	$1,876	$1,988	$2,108	$2,900	***$2,900***				
40	$789	$837	$887	$1,150	***$1,150***				
41	$13,417	$15,100	$16,210	$18,999	***$18,999***				
42	$16,082	$17,925	$19,204	$23,049	***$23,049***				
43									
44	$9,800	$9,979	$10,951	$11,310	***$11,310***				
45									
46	$6,000	$6,000	$6,000	$6,000	***$6,000***				
47									
48	$23,789	$24,232	$24,683	$33,209	***$30,428***	30428	33209		
49									
50	$420,279	$428,095	$436,060	$586,696	***$537,553***				
51									
52									
53									
54									
55	$420,279	$428,095	$436,060	$586,696	***$537,553***				
56	51,568	52,527	53,504	71,987	***65,957***				
57	$8.15	$8.15	$8.15	$8.15	***$8.15***				

Attachment 1

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: April 12, 2011

TITLE: Replacement of Play Structures and Playground Surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park

RECOMMENDED ACTION

Staff recommends that the Mayor and the City Council:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park.

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

BACKGROUND

In order to comply with the California Code of Regulations, Health and Safety Codes, American Society for Testing and Materials (ASTM) and the U.S. Consumer Products Safety Commission (CPSC), play structures that are not compliant need to be retrofitted and/or replaced to be in compliance. Retrofitting is not an option in these cases, since the play equipment at these sites was discontinued in the 1990's. Miracle Recreation Equipment Company is the supplier for all the play structures that need replacement. Miracle Recreation Equipment Company's play equipment is part of the Parks and Community Services Department's specified standards for tot lots and playgrounds. The play equipment being replaced was manufactured by Miracle Recreation Equipment Company. Additionally, Miracle Recreation Equipment Company handles the specified ADA compliant surfacing used in City parks.

DISCUSSION

Miracle Recreation Equipment Company is the "sole source" for Miracle brand playground equipment and ADA compliant surfacing; therefore, other bids are unobtainable. City Ordinance No. 587, Chapter 3.12, Section 080 permits the use of "sole source", due to Miracle Recreation Equipment being the only company that matches technical specifications of currently owned play equipment. Additionally, the City is eligible to utilize H-GAC Buy (Houston-Galveston Area Council government-to-government procurement service) to receive substantial discount pricing on the play equipment, surfacing and its installation. In order to maintain and ensure the continuity of adopted park standards and compliance with the State and Federal codes and regulations, staff recommends that Miracle Recreation Equipment Company provide the play structures and this service during installation of the new structures at John F. Kennedy Veterans Memorial Park and Woodland Park.

Performance and Material and Labor security (bonds) have not being required on this project, since the City will only disburse funds after the contracted equipment has been fully installed, inspected, and certified by a Certified Playground Safety Inspector (CPSI).

ALTERNATIVES

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park. (Staff recommended this option.)

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500. (Staff recommends this option.)

3. Elect not to award a purchase order to Miracle Recreation Equipment Company at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new play structures and playground surfacing is estimated not to exceed $ 241,976.03, utilizing Parkland Development Impact Fees (205). This item is an approved budget item for FY 10/11 in Business Unit 461.65329.7500.

This recommended action imposes NO fiscal impact to the General Fund.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Exhibit 'A': Independent Contractor Agreement

Prepared By:
Tony Hetherman
Parks Projects Coordinator

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

EXHIBIT A

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

PROJECT 10/11-65329

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Miracle Recreation Equipment Company
878 E Hwy 60
Monett, MO 65708
Business Phone: 800-264-7225, Fax No. 877-215-3869
Other Contact Number: 951-695-4515
Social Security Number: N/A
Business License Number: 22609
Federal Tax I.D. Number: 43-1595099

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
B. The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed". The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **ninety (90) working days** after said date in the "Notice to Proceed". The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
E. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. City observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and the (CSD), its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD)and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Contract Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

(a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through

the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

J. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

K. Partial Payments.
For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work, which will be recognized for progress payment purposes.

John F. Kennedy Playground Equipment Installed Complete	**$85,414.63**
Woodland Park Playground Equipment Installed Complete	**$156,561.40**
Total Contract Amount	**$241,976.03**

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work. A maximum total of two (2) payments will be made, as listed herein, after each item has been fully installed, inspected and certified by an authorized Certified Playground Safety Inspector (CPSI).

L. Stop Notice Withholds. The City may withhold payments to cover claims filed under Civil Code § 3179 et seq.

M. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

N. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

O. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.

P. Warranty. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements

thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

Q. Prevailing Wage. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents. The Contractor shall submit a list of all trades utilized in the project and corresponding DIR wage determinations.

R. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

S. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

T. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

U. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

V. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.Mailing address: P.O.Box 26000,Sacramento, CA 95826.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley	Contractor/Consultant Name
BY: _____ Mayor	BY: _____
	TITLE: _____ (President or Vice President)
_____ Date	_____ Date
	BY: _____
	TITLE: _____ (Corporate Secretary)
	_____ Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds 15,000)

_____
Date

ATTACHMENT 'A'

SCOPE OF WORK

John F. Kennedy Veterans Memorial Park:

1. Provide and maintain temporary fence around area of work (no barb wire allowed).
2. Remove and dispose of (E) Lokville structure, 2 swings, and concrete footings. Recycle steel and concrete.
3. Remove and dispose of (E) Lokville pathway at Lokville structure.
4. Remove, dispose and recycle concrete pad under rubber pathways and existing ramp.
5. Install two ADA ramps with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramps must extend to the bottom of the play pit and have a minimum 4" high protective edge. All ramps shall be compliant with ADA/Title 24 and have landings. Ramps shall be reinforced with #4 rebar @ 24" on center.
6. Displace (E) EWF for new play equipment installation and regrade.
   Install one (1) large sump drain, utilizing drainage fabric and ¾" washed gravel. The grade shall slope approximately 2% toward the sumps.
7. Install Miracle KC play structure, swing seats, Xccent riders, Xccent F4 and replacement slide. (per attachment 'D').
8. Excludes Fibar installation. To be purchased and installed by Parks Maintenance.
9. Replace/repair turf damage from access route
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 2500 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide certified payroll reports weekly.
13. Contractor to provide unconditional releases from all material suppliers and subcontractors.
14. Concrete removals from the site shall be sent to a recycling facility. Contractor to provide the City a **weight certification and weight in 'Tons'** for all concrete removed from the project. The certification shall be generated from the disposal or recycler facility. The contractor shall be careful not to contaminate concrete with other foreign matter.

ATTACHMENT 'A'

SCOPE OF WORK (continued)

Woodland Park (Two Areas):

1. Provide and maintain temporary fence around area of work (no barb wire allowed).
2. Demo and dispose of all existing play equipment, rubber surfacing and footings. Recycle steel and concrete.
3. Excavate and dispose of approximately 6000 square feet of existing sand to a minimum depth of 14".
4. Install two concrete ADA ramps with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramps must extend to the bottom of the play pit and have a minimum 4" high protective edge. All ramps shall be compliant with ADA/Title 24 and have landings. Ramps shall be reinforced with #4 rebar @ 24" on center.
5. Install tow (2) large sump drains, utilizing drainage fabric and ¾" washed gravel. The grade shall slope approximately 2% toward the sumps.
6. Install Miracle KC play structures, swing seats and Xccent rider (per attachments 'E' AND 'F').
7. Install a minimum of 6,092 square feet of Fibar System 300 (including filter cloth and drainage channels) to a compacted depth of 12", utilizing a blow-in system. Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit.
8. a. Remove & dispose (E) pavers (1,441 sf)
   b. Remove & dispose (E) concrete walks (224 sf)
   c. Sawcut, remove & dispose (E) concrete curb (88 lf)
   d. Construct 4" concrete walk, 3250 psi no fly ash med, broom finish (944sf)
   e. Construct (2) concrete ramps at play area
   f. Construct 8" x AV 18" H concrete play curb with 2 #4 cont. (43 lf)
   g. Replace/repair turf damage from access route
   h. Powerbrush/clean exposed split face wall (2) areas where ramp occurs
9. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 2500 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
10. Contractor shall notify Underground Service Alert, prior to any excavation.
11. Contractor to provide certified payroll reports weekly.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.
13. Concrete removals from the site shall be sent to a recycling facility. Contractor to provide the City a **weight certification and weight in 'Tons'** for all concrete removed from the project. The certification shall be generated from the disposal or recycler facility. The contractor shall be careful not to contaminate concrete with other foreign matter.

ATTACHMENT 'B'

CITY'S RESPONSIBILITY AND PROJECT LOCATION

→ Provide access to the site.

→ Provide contractor access to water.

→ Ensure irrigation water is off as necessary for the Contractor to perform their duties. The contractor shall notify the Park Maintenance Division one working day in advance to have irrigation turned off.

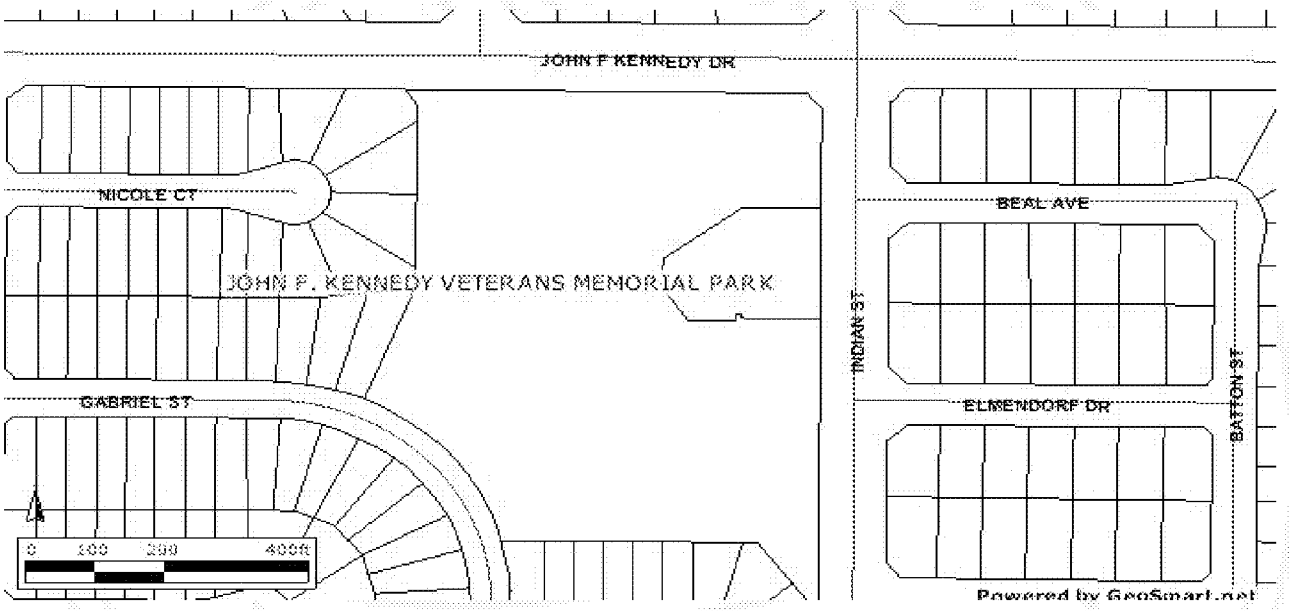

ATTACHMENT 'C'

TERMS OF PAYMENT

1. The Contractor's total compensation shall not exceed **$ 241,976.03**, consisting of $85,414.63 for John F. Kennedy Veterans Memorial Park play equipment installed complete and $156,561.40 for Woodland Park playground equipment installed complete.

2. The Contractor will submit invoices to the City along with documentation evidencing services completed. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

3. The City shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of completion, inspection and certification of compliance with national standards set by the American Society for Testing and Materials (ASTM) and Consumer Safety Commission (CPSC), performed by an approved Certified Playground Safety Inspector (CPSI).

4. Any fees for authorized professional services furnished by the Contractor which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such service will be subject to a late charge of the percent (1%) of the unpaid amount for each month for which payment has not been received by the Contractor.

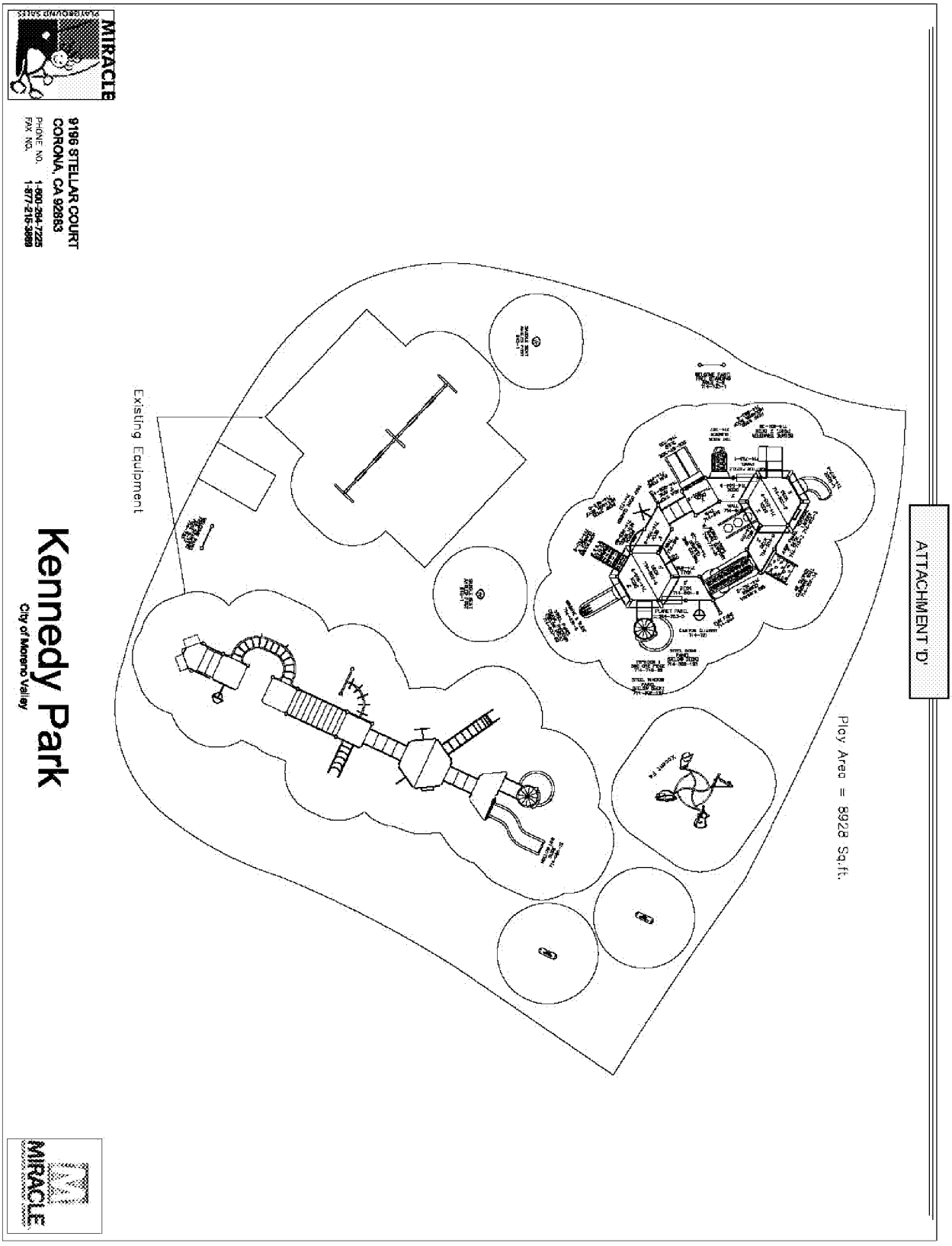
ATTACHMENT 'D'
Play Area = 8928 Sq.ft.
Existing Equipment
Kennedy Park
City of Moreno Valley
MIRACLE
PLAYGROUND SALES
9196 STELLAR COURT
CORONA, CA 92883
PHONE NO. 1-800-204-7225
FAX NO. 1-877-216-3869
MIRACLE

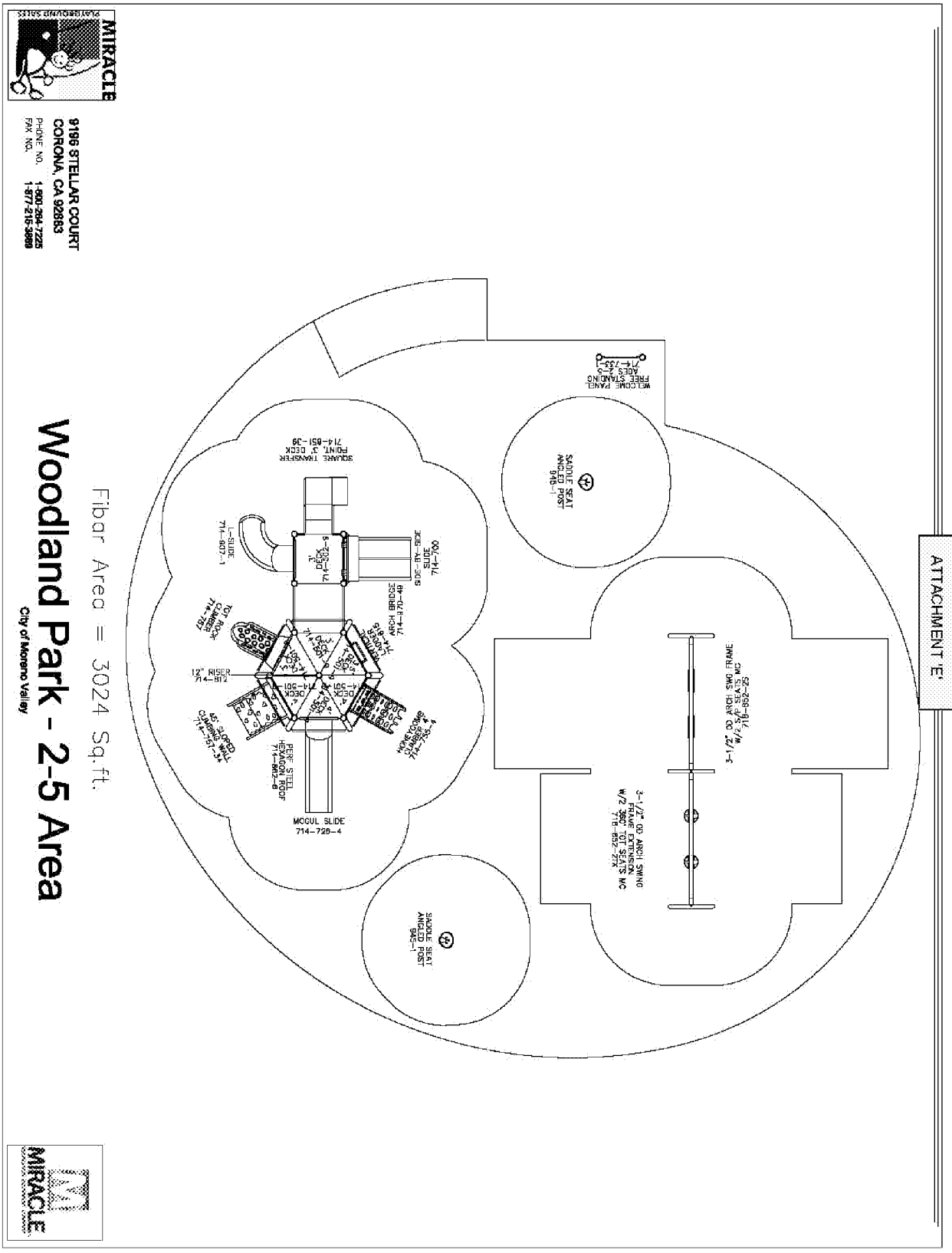
ATTACHMENT 'E'
3-1/2" OD ARCH SWG FRAME
W/ 2 5/8" SEATS MC
718-852-2S
3-1/2" OD ARCH SWG
FRAME EXTENSION
3SC, 1OT SEATS MC
718-852-2X
SADDLE SEAT
ANGLE POST
846-1
SADDLE SEAT
ANGLE POST
846-1
WELCOME PANEL
FREE STANDING
714-753-1
SQUARE TRANSFER
POINT 3' DECK
714-851-39
L-SLIDE
714-802-1
7' DECK
714-502-5
SIDE
714-700
SIDE
714-502-5
ARCH BRIDGE
714-720-49
TO ROCK
CLIMBER
714-787
12" RISER
714-812
DECK
714-501
DECK
714-501
DECK
714-501
45 SLOPED
CLIMBING WALL
714-797-34
FREE STEEL
HEXAGON ROOF
714-802-8
MOGUL SLIDE
714-726-4
SWOOSHOMOK
714-756-4
MIRACLE
PLAYGROUND SALES
9196 STELLAR COURT
CORONA, CA 92883
PHONE NO. 1-800-204-7225
FAX NO. 1-877-216-3889
Fiber Area = 3024 Sq.ft.
Woodland Park - 2-5 Area
City of Moreno Valley
MIRACLE

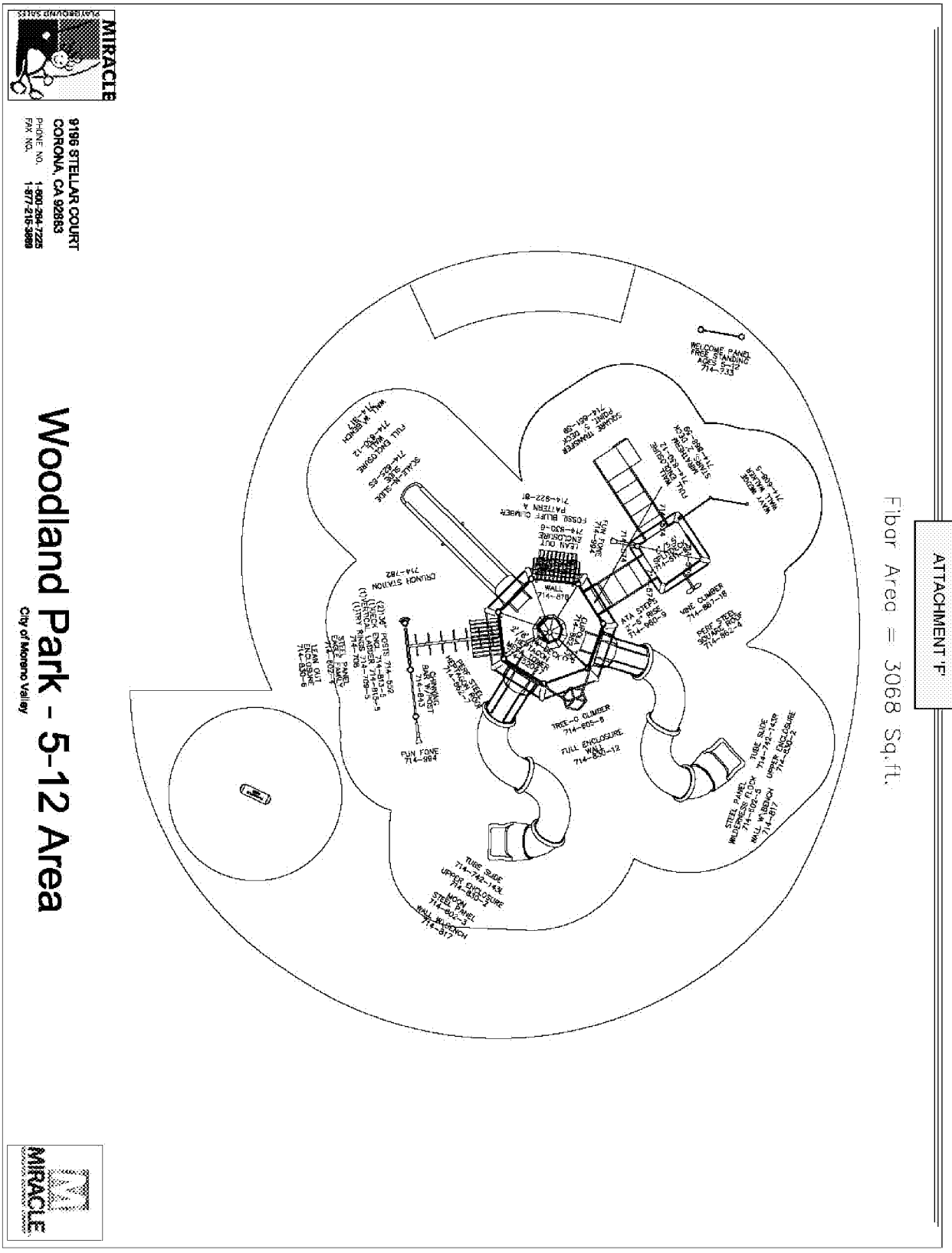
ATTACHMENT 'F'
Fibar Area = 3068 Sq.ft.
WELCOME PANEL
FREE STANDING
FOCUS STAND
714-533
WAVY WAVE
WALL WALKER
714-606-5
MULTI GRID DOME
SINGLE DECK
714-662-39
FULL WALL GRID DOME
714-630-12
SQUARE TRANSFER
POINT 5 DECK
714-651-39
ATA STEPS
714-606-9
WAVE CLIMBER
714-867-78
PEAK STEPS
SQUARE DECK
714-867-4
TREE-O CLIMBER
714-605-8
FULL ENCLOSURE
WALL
714-630-12
TUBE SLIDE
714-742-143R
UPPER ENCLOSURE
714-630-2
STEEL PANEL
WALDEPRESS FLOW
714-102-5
WALL W/BENCH
714-817
TUBE SLIDE
714-742-143L
UPPER ENCLOSURE
714-630-2
STEEL PANEL
MOON PANEL
714-802-3
WALL W/BENCH
714-817
WALL
714-878
LEAN OUT
ENCLOSURE
714-630-6
FOSSIL BLUFF CLIMBER
PATTERN A
714-822-81
LEAN OUT
ENCLOSURE
714-630-6
FUN CONE
714-994
SCALE-ME-SLIDE
SIDE
714-822-15
SCALE-ME-SLIDE
FULL DOG DOME
714-630-12
WALL W/BENCH
714-817
DRUNK STATION
714-782
STEEL PANEL
714-802-4
LEAN OUT
ENCLOSURE
714-630-6
(2)36" POSTS 714-502
(1)CLIMBER 714-813-5
(1)TRY RINGS 714-105-3
(1)TRY RINGS 714-700
CANNING
BAR WALKER
714-843
PEAK STEEL
714-867-4
PEAK STEEL
714-867-4
FUN CONE
714-994
Woodland Park - 5-12 Area
City of Moreno Valley
9196 STELLAR COURT
CORONA, CA 92883
PHONE NO. 1-800-204-7225
FAX NO. 1-877-216-3869
MIRACLE
PLAYGROUND SALES
MIRACLE

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: April 12, 2011

TITLE: Resolution for the Abatement of Public Nuisances

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

BACKGROUND

Pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect and preserve the health, safety, and general welfare of the public, the City Manager or his designee directs the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be obtained by recording a Notice of Special Assessment with the County Recorder's Office.

DISCUSSION

The Property Assessment List for general nuisance and weed abatements is hereby submitted for review and consideration by the City Council. Fire Prevention Bureau staff initiated and completed abatement action of weeds in various locations within the City.

A statement of costs was mailed to the legal owner of record for each property requiring abatement action. The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of each abatement is included in the statement of costs, along with the owner's name(s), property description, and the cost for the abatement action. A copy of the statement of costs shall remain on file in the Fire Prevention Bureau.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2010. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2011/2012 tax bill if not paid directly to the City by July 1, 2011. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

ALTERNATIVES

1. Pursuant to Chapter 6.04.100, Council may revise, correct or modify the statement of costs as deemed appropriate.

2. Council may approve Staff's report, and adopt the Resolution for the Abatement of Public Nuisances.

FISCAL IMPACT

1. Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List

2. Not adopting the resolution would result in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.

As detailed in Exhibit 1, the costs incurred by the City for contractual abatements are outlined below. An additional $13.00 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY11/12.

Fire Prevention Bureau

Contractual, Inspection, and Administrative	$128,951.17
S.D.A. Fixed Charge Fee: (141 @ $13.00 each)	$1833.00
Total:	130,783.17

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2011, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Special Assessment for each property shall remain on file in the Fire Prevention Bureau. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

CITY COUNCIL GOALS

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

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

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

SUMMARY

The Fire Prevention Bureau performed public nuisance abatements during 2010. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

> By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a "Notice to Abate" on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of weed abatement conditions was specifically met by:

1. Mailing a "Notice to Abate" to property owners by regular mail.
2. Telephone contact with property owners, when possible (i.e., phone number on file).

ATTACHMENTS/EXHIBITS

Attachment A:	Moreno Valley Municipal Code Chapter 6.04, Abatement of Public Nuisances
Attachment B:	Sample Notices: Weed and Nuisance Abatement Notice
Attachment C:	Resolution No. 2011–30
Exhibit 1:	Property Assessment List

Prepared By:
Lisa Turnbow
Senior Administrative Assistant

Department Head Approval:
Steve Curley
Fire Chief

Concurred by:
Randall Metz
Fire Marshal

W:\Fire\Abatements\2010 Council Mtg for fy10/11 tax year\Staff Report Information\STAFF REPORT Nuisance CC MtgApr 12.doc

Chapter 6.04

ABATEMENT OF PUBLIC NUISANCES*

Sections:

6.04.010	**Purpose.**
6.04.020	**Definitions.**
6.04.030	**General provisions.**
6.04.040	**Declaration of nuisances.**
6.04.050	**Abatement.**
6.04.060	**Authorization for city manager.**
6.04.070	**Authority to inspect.**
6.04.080	**Notification of nuisance.**
6.04.090	**Appeals.**
6.04.100	**Abatement by city.**
6.04.110	**Emergency abatement.**
6.04.120	**Abatement costs.**
6.04.130	**Alternatives.**

* Prior ordinance history: Ords. 363, 471, 509, 528, 533 and 694.

6.04.010 Purpose.

This chapter is adopted to declare what constitutes a public nuisance and to establish procedures to abate nuisances and to recover costs of such abatement. It is declared to be in the public interest to promote the health, safety and welfare of the residents of the city by providing a summary procedure for the abatement of nuisances, which abatement procedures shall be in addition to all other proceedings by this code or otherwise by law. (Ord. 772 § 2, 2008)

6.04.020 Definitions.

Unless specifically defined in this section, words and phrases used in this chapter shall be interpreted to give them the meaning in common usage and to give this chapter its most reasonable application.

"Abandoned" (vehicle) means any vehicle which has been left on private property or public property in such inoperable or neglected condition that the owner's intention to relinquish all further rights or interests in may be reasonably concluded.

"Abandoned" (building, structure or property) means any property that is vacant and under a current notice of default, notice of trustee's sale or that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure, or that is transferred under a deed in lieu of foreclosure or sale.

"Abatement" means the demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; or the removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of harboring, breeding, or attracting rodents or insects or producing odors or blight.

"Attractive nuisance" means any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril which exists, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it. Attractive nuisances may include, but shall not be limited to: (1) abandoned and/or broken equipment; (2) hazardous pools, ponds, culverts, excavations; and (3) neglected machinery.

"Building" means any structure, including, but not limited to, any house, garage, duplex, apartment, condominium, stock cooperative, mobilehome, or other residential, commercial

ATTACHMENT A

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or industrial structure or any portion thereof, which is designed, built, rented or leased to be occupied or otherwise is intended for supporting or sheltering any use or occupancy, and any commercial, industrial or other establishment, warehouse, kiosk or other structures affixed to or upon real property, used for the purpose of conducting a business, storage or other activity.

"Construction material" means any discarded material from the building or destruction of structures, roads and bridges, including concrete, rocks, asphalt, plasterboard, wood and other related material.

"Enforcement officer" means the individual designated by the city manager to cause inspections and to take such actions as may be required by the provisions of this chapter for the purpose of enforcing the city's municipal code.

"Garbage" means any putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of the substance.

"Hazardous substance" means any chemical compound, mixture, substance or article which is identified or listed by the United States Environmental Protection Agency or appropriate agency of the State of California as a "hazardous waste," as defined in 40 C.F.R. Section 261.33, except that for the purposes of this chapter, hazardous waste also shall include "household waste," as defined in 40 C.F.R. 261.4(B)(1).

"Hearing officer" means the individual appointed by the city manager to hear the appeal on a determination of the existence of a nuisance.

"Improved surface" means a ground surface covered or paved with concrete, asphalt, brick and mortar, stone and mortar, concrete pavers and mortar and/or such other material as has been approved for parking of vehicles by the community development director in such a manner as is designed to properly support the gross weight of the class of vehicle parked, support all wheels of the vehicle and permanently prohibit both weed growth around and under the vehicle and leakage of oil, fuel and other fluids into the ground.

"Infestation" means the presence, within or contiguous to, a structure or premises of termites, insects, vermin rodents or other pests. If the actual presence of pests cannot be confirmed, the presence of fresh droppings, larvae, eggs, recent rodent holes or other such evidence may be used to identify a current infestation.

"Inoperable vehicle" means any vehicle which cannot be legally operated on a public street because the vehicle lacks an engine, transmission wheels, tires, doors, windshield or any other part or equipment necessary to operate the vehicle safely, or is not currently registered with the California Department of Motor Vehicles.

"Junk" means any cast-off, damaged, discarded, obsolete, salvaged, scrapped, unusable, worn-out or wrecked object, thing or material including, but not limited to, those composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, plaster, rubber, terra cotta, wool, cotton, cloth, canvas, wood, metal, sand, organic matter or other substance, crates, cartons, containers, boxes, machinery or parts thereof, scrap metal, furniture or parts thereof, trimmings from plants or trees, cans, bottles and barrels.

"Odor" means any smell, scent or fragrance.

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"Owner" means any person, agent, firm or corporation having legal or equitable interest in the property.

"Person" means an individual, partnership, corporation, association or organization, or agent of any of the foregoing.

"Premises" means any lot or parcel of land upon which a building is situated, including any portion thereof improved or unimproved, and adjacent streets, sidewalks, parkways and parking areas.

"Property" means any lot or parcel of land, including any alley, sidewalk, parkway or unimproved public easement.

"Refuse" means any putrescible and nonputrescible solid waste, except sewerage, whether combustible or noncombustible and includes garbage and rubbish.

"Responsible person" means the owner of record of real property, any occupant, agent, custodian, lessee, manager, user or interested holder in property or premises, including, but not limited to, a trustee or beneficiary who holds a deed of trust to abandoned property; or any other person determined to have caused, committed, or permitted a violation of this code, or any other law, statute, regulation or rule regulating public nuisances.

"Right-of-way" means any area or parcel of property granted, deeded, dedicated to, or otherwise acquired by the city or the public at large for any public purpose including, but not limited to, roadways, alleys, streets, parkways, pedestrian ways, and sidewalks.

"Vacant" or "vacated" means real property not lawfully occupied by or with the consent of the owner or leaseholder of the property.

"Vehicle" means any device by which any person or property may be propelled, moved, or drawn upon a highway or upon water or through the air, excepting a device moved exclusively by human power.

"Weeds" means useless and troublesome plants generally accepted as having no value and frequently of uncontrolled growth. (Ord. 772 § 2, 2008)

6.04.030 General provisions.

A. The provisions of this chapter are applicable to all property located within the city wherein any of the conditions, uses or activities hereafter specified are found to exist.

B. This chapter shall not apply to any condition expressly allowed or authorized by federal or state law or any other provision of this code.

C. The list of conditions, uses and activities declared to be public nuisances is not intended to be exclusive and additional conditions, uses or activities may be declared by the city council by amendment of this chapter or any other means authorized by law.

D. Violations of this chapter shall be treated as strict liability offenses regardless of intent. (Ord. 772 § 2, 2008)

6.04.040 Declaration of nuisances.

It is unlawful and is declared a nuisance for any responsible person in the city to maintain or allow another to maintain, or fail to maintain any of the following conditions:

A. Buildings, structures, facilities, equipment, devices or improvements:

1. Maintained in violation of any provision of any comprehensive or uniform building, plumbing, electrical, housing, mechanical or fire code as adopted by the city or enacted by the state of California and codified in the California State Codes or within the California Code of Regulations;

MV00101655

2. Maintained in violation of any provision of Title 9 of this code, including, but not limited to, prohibited uses, setback violations, development standards and sign regulations;

3. Which have been abandoned, vacated, boarded up, partially destroyed, or left in a state of partial construction or repair for a period exceeding ninety (90) days, or and have become accessible to unauthorized persons including, but not limited to, juveniles, vagrants or persons engaged in illegal, hazardous, drug or gang activity;

4. Which have become defective, unsightly, or in such a condition of deterioration or disrepair as the same may cause depreciation of the property values to surrounding properties;

5. Upon which the condition of the exterior coating has become so deteriorated as to permit decay, excessive checking, cracking, dry rot, termite infestation, broken windows or warping;

6. With graffiti or other words, lettering or drawings not otherwise permitted by the provisions of this code, state or federal law on visible or exterior surfaces;

7. Without a connection to a sewer disposal system or sanitary sewer if occupied or with any leaking seeping sewage;

8. Without a connection to a permanent electrical service if occupied and such service is available within three hundred (300) feet of the occupied building or structure.

9. Without hot water, running water, adequate heating, and electricity if occupied;

10. Constructed in violation of any state or local law or regulation relating to the condition, use or maintenance of buildings.

B. Outdoor storage or maintenance of the following:

1. Abandoned, damaged or broken equipment, machinery, household items or appliances;

2. Refuse, rubbish, scrap metal, appliances, shopping carts, wood, plant cuttings, broken or discarded furniture or household equipment, junk, trash or debris, parts, cans, boxes or containers;

3. Garbage or trash containers stored in a manner so as to be visible from public rights-of-way, except when in places of collections and at times for collection as permitted in this code;

4. Any hazardous substance or waste product, including, but not limited to biological material, oil, gasoline, automotive fluids, and household chemicals not lawfully stored or which has been discharged, released, placed or deposited upon any premises or onto any public property;

5. Construction materials, equipment or machinery in any front yard, front setback or driveway in a residential zone;

6. Any materials that are stored or stacked in a manner in which the materials could be discharged into a storm drain system.

C. Landscaping, vegetation, or improved or unimproved property in any of the following conditions:

1. Property, including any sidewalks and parkways adjacent thereto, containing weeds, dry grasses, dead trees, dead shrubs, or any other material which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth or location, constitute a fire hazard or a threat to public health, or containing weeds, vegetation, grasses, trees or shrubs, including, but not limited to sagebrush, chaparral, and Russian Thistle (tumbleweed) which, when dry, will in reasonable

MV00101656

probability constitute a fire hazard or be blown onto adjoining property by prevailing winds;

2. Containing stagnant or standing water, refuse, rubbish, offal, excrement or other waste materials which emit an odor.

3. Unimproved surfaces of front and visible side yards not completely landscaped and covered with any combination of ground cover consisting of live plant materials, decorative rock, redwood bark, and/or mulch as long as such covering is consistent with any existing land use approvals, permits, entitlements, contracts or environmental document relating to the property;

4. Trees and shrubs containing dead or fallen limbs or branches that may present a safety hazard;

5. Trees or shrubs which are overgrown or contain limbs or branches that restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

6. Overgrown vegetation likely to harbor vermin, insects or rodents of any kind;

7. Not conforming to any requirement set forth in any zoning or land use approval, permit, entitlement, contract or environmental document relating to the property.

D. Vehicles stored, parked, used or maintained in any of the following manners:

1. To allow or perform the maintenance, repair, restoration, painting, body work or dismantling of any vehicle, equipment or parts thereof on the exterior portion of any residential property. This prohibition shall not apply to work specifically authorized by state or local law or regulation, and shall not apply to minor repair or maintenance of vehicles which are registered to the person residing on the property and such repairs or maintenance are not conducted outside for longer than seventy-two (72) consecutive hours;

2. Parked or stored on unimproved surfaces;

3. Encroaching onto or over any pedestrian pathway or sidewalk or which restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

4. With accumulations of debris, leaves, weeds or other materials in the areas around and under the vehicle;

5. As residential living space or occupancy, including, but not limited to, sleeping, cooking, dining, or bathing.

6. Inoperable, abandoned, wrecked, or dismantled vehicles or parts thereof not stored entirely within an enclosed building;

E. Property containing any of the following:

1. Wells, swimming pools, spas, ponds or excavations containing water or any other liquid in excess of twenty four (24) inches in depth at any point and exceeding five thousand (5,000) gallons in capacity which are unfenced or otherwise unprotected with a barrier at least five (5) feet in height;

2. Any device, equipment, instrument, vehicle, machinery or animal which creates a loud or unusual noise in violation of Chapter 11.80 of this code;

3. Any hazard to the public obstructing the use of or obscuring the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways, including, but not limited to, walls, fences, shrubs, trees, vehicles or structures;

4. Walkways, driveways, parking lots and other improved surfaces in a deteriorated or

MV00101657

unsafe condition or with fading required striping or markings;

5. An infestation of termites, insects, vermin, rodents or other pests;

6. The display or placement upon any fence, wall, tree, bush or any other structure, or portion thereof, of any linens, rugs, fabrics, nylon, or any other item of clothing or similar items except upon a recognized clothes line facility not located in the front yard.

7. Any attractive nuisance;

8. Any condition which creates a detriment or hazard to the public health, safety or general welfare as to constitute a public nuisance as defined by California Civil Code Section 3480, California Health & Safety Code Section 11570, California Penal Code Section 11225, or California Government Code Section 39561. (Ord. 772 § 2, 2008)

6.04.050 Abatement.

All or any part of any real property, or building or structure located thereon, found to constitute a public nuisance as provided in this chapter, shall be abated by rehabilitation, repair, removal or demolition pursuant to the procedures set forth in this chapter. (Ord. 772 § 2, 2008)

6.04.060 Authorization for city manager.

The city manager is authorized to administer and enforce the provisions of this chapter. The city manager may appoint and authorize one or more members of the city staff to act as his designee to administer or enforce this chapter. In the context of this chapter, the phrase "city manager" includes each and all persons designated by the city manager to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation. (Ord. 772 § 2, 2008)

6.04.070 Authority to inspect.

A. Enforcement officers are authorized to enter upon any property or premises within the city to ascertain whether or not a nuisance as defined in this chapter exists, and to make any examination and surveys as may be necessary in the performance of their enforcement duties.

B. Inspections may include the taking of measurements, photographs, samples or other physical evidence.

C. All inspections will be made only after having been given consent to inspect from a responsible person or after having obtained an administrative inspection warrant pursuant to California Code of Civil Procedure Section 1822.50 et seq.

D. Inspections of exterior conditions of property may be made from public property or from the private property of another with consent without obtaining a warrant or the consent of the occupant of the observed property. (Ord. 772 § 2, 2008)

6.04.080 Notification of nuisance.

A. When the city manager or authorized representative thereof determines that any condition on property within the city constitutes a nuisance as declared in Section 6.04.040, such person shall give written notice to abate to responsible person(s), as identified on public records or tax rolls, ordering the abatement of said nuisance.

B. The notice to abate shall contain the following information:

1. The name of the record owner of the property;

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2. The date of the inspection;

3. The date of the violation(s);

4. The street address, assessor's parcel number or other definite description of the location where the violation(s) exist;

5. The code sections violated;

6. A description of the condition of the property creating the nuisance;

7. A list of necessary corrections to bring the property into compliance;

8. A reasonable time limit for correction based upon the nature of the nuisance;

9. A reference to the potential consequences for failure to abate the nuisance by the specified time period;

10. An order prohibiting the continuation or repeated occurrence of the nuisance;

11. The name and signature of the enforcement officer; and,

12. Notice of the right to appeal.

C. Notice required by this chapter may be served in any of the following manners:

1. Personal service on the responsible person;

2. Regular mail addressed to the responsible person, at the address shown on the last available assessment roll, or as otherwise known and posting in a conspicuous place on the premises or abutting the right-of-way;

3. Insertion of a legal advertisement at least once a week for a period of two weeks in a newspaper of general circulation in the city. The newspaper advertisement shall be a general notice that property in the city has been posted and contain a general statement of the effect of such postings.

D. Failure of any person to receive a copy of any notice issued pursuant to this chapter shall not affect the validity of any proceedings or actions taken under this chapter.

E. Nothing in this chapter shall be construed or interpreted to require the issuance of a notice to abate as a prerequisite to the issuance of an administrative citation or the filing of any civil action or criminal complaint. (Ord. 772 § 2, 2008)

6.04.090 Appeals.

A. Within ten (10) days from the date of serving the notice to abate, the person to whom notice was given may file an appeal of the nuisance finding to the city manager. Such appeal shall be in writing and shall identify the property subject to the notice to abate.

B. Failure to file a timely appeal shall constitute a waiver of all rights to an administrative appeal hearing and adjudication of the notice to abate or any portion thereof.

C. The city manager shall then appoint a hearing officer to hear the appeal, which hearing officer may not be an employee of the city.

D. Notice of the date and time of the hearing shall be given in writing. The date of the hearing shall be no sooner than five (5) days from the date when the notice of the hearing is given to the appellant and to the enforcement officer.

E. The hearing shall be conducted within twenty (20) days from the filing of the appeal or at such later date as may be agreed to by both appellant and the city.

F. At the time of the hearing, the hearing officer shall hear testimony of all competent persons desiring to testify and review all documents, photographs or other evidence respecting the condition constituting the nuisance.

G. The hearing officer has the authority to determine the relevance of any evidence and

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to exclude unduly repetitious and cumulative evidence or testimony and may consider hearsay evidence.

H. If the appellant fails to attend the hearing, the hearing will proceed without the appellant and he or she will be deemed to have waived his or her rights to present evidence or testimony at the hearing.

I. At the conclusion of the hearing, the hearing officer shall determine whether or not a nuisance exists. If a determination is made supporting the finding of a nuisance, the appellant shall be served a written notice of the hearing officer's decision pursuant to 6.04.080(C), directing the abatement of the nuisance within ten (10) days or within such time as the hearing officer has determined is reasonable.

J. The decision of the hearing officer is final. (Ord. 772 § 2, 2008)

6.04.100 Abatement by city.

If the nuisance is not completely abated by the owner, as directed, within the time set forth above, the city manager may cause the same to be abated by city personnel or private contract, and entry upon the premises is expressly authorized for such persons. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection or abatement warrant must be obtained as required by law. (Ord. 772 § 2, 2008)

6.04.110 Emergency abatement.

Notwithstanding any other provision of this chapter, whenever the city manager determines that any real property or any building, structure or condition thereon is dangerous or constitutes an immediate threat to public health or safety, the city manager may, without being required to observe the provisions of this chapter with reference to abatement procedures and notice, immediately and forthwith abate such public nuisance. Where such condition and the abatement is immediately required, the city manager shall prepare a statement of costs in respect thereto, and the provisions of Sections 6.04.120 and 6.04.130 shall apply. (Ord. 772 § 2, 2008)

6.04.120 Abatement costs.

A. Whenever any person creating, causing, committing or maintaining a public nuisance, as referred to in this chapter or in Section 1.01.250 of this code, or other public nuisance, as defined under state law or other ordinance or regulation, has been given notice, by or on behalf of the city attorney, enforcement officer, or by any other city officer, employee or policing agent authorized to give such notice, to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person who was given notice fails, refuses or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable such compliance, such noncomplying person shall be liable to the city for any and all costs and expenses to the city involved in thereafter abating the nuisance and in obtaining compliance with or enforcing the law as referred to or encompassed in the notice.

B. Costs and expenses, as referred to in subsection A of this section may include, but are not limited to, any and all direct costs and expenses related to such things as personnel salaries and benefits, operational overhead, rent, interest, fees for experts or consultants,

MV00101660

research fees, legal costs or expenses, including, but not limited to, procedures associated with collecting moneys due hereunder.

C. In any action, administrative proceeding, or special proceeding to abate a nuisance, the prevailing party shall be entitled to recovery of attorney's fees. The recovery of attorney's fees is limited solely to causes of action directly associated with the abatement of a public nuisance. In no action, administrative hearing, or special proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the city in the action or proceeding. Such attorney's fees shall be recoverable as costs of abatement.

D. Upon the completion of any abatement pursuant to this chapter, the city manager shall cause a statement of the costs thereof to be prepared for submission to the city council. The city manager shall set a time and place for the city council to receive and consider the statement of costs, and shall serve upon the responsible person(s) a copy of the statement of costs and a notice of the time and place at which the city council will receive and consider the statement of costs. Service shall be in the same manner as set forth in Section 6.04.080(C).

E. The costs of abatement of a nuisance, as confirmed by resolution of the city council, shall constitute a special assessment against the property to which it relates, and after its recording, as thus made and confirmed, the same shall constitute a lien on the property in the amount of such assessment. After the confirmation of the statement, a copy thereof shall be recorded in the official records of Riverside County and shall be transmitted to the assessor and tax collector of the county of Riverside by the city clerk. Whereupon it shall be the duty of the assessor and tax collector to add the amount of such assessment, or assessments, to the next regular bills of taxes levied against the respective lot or parcel of land, and thereafter the amount shall be collected at the same time and in the same manner as ordinary real property taxes are collected, and shall be subject to the same penalties and the same procedure for foreclosure and sale in the case of delinquency as provided for ordinary real property taxes.

F. At the time and place set for receiving and considering the statement of costs, the city council shall hear and pass upon the statement together with any objections or protests raised by any of the persons liable to be assessed for the cost of abating the nuisance. Thereupon, the city council may make any such revision, correction or modification to the statement of costs as it may deem appropriate, after which the statement as submitted, or as revised, corrected or modified, shall be confirmed by resolution. Such hearing may be continued from time to time. The decision of the city council shall be final.

G. The provisions of this section shall also apply to any responsible person who received a notice, as specified therein, and thereafter the nuisance or violation was abated, but such person subsequently allowed or was responsible for recurrence of the nuisance or violation.

H. In any action or proceeding involving a violation of any provision of this chapter, the city attorney, in his or her sole discretion and as part of settlement negotiations, may reduce, eliminate or waive any fines, fees, penalties or interest incurred pursuant to this chapter. Any determination or decision of the city attorney in this regard shall be final and

MV00101661

conclusive and shall not be subject to appeal as prescribed in Chapter 2.02 of this code.

I. Moneys due to the city pursuant to this section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by special assessment proceedings against the parcel of land upon which the nuisance existed, which proceedings may be conducted in a manner substantively similar to proceedings described in Sections 39574, et seq. of the government code of the state relating to weed abatement assessments. (Ord. 772 § 2, 2008)

6.04.130 Alternatives.

Nothing in this chapter shall be deemed to prevent the city from commencing a criminal action, civil action or other judicial or administrative proceeding to abate the alleged nuisance or to obtain any other appropriate remedy in addition to, as an alternative to, or in conjunction with the procedures authorized by this chapter. (Ord. 772 § 2, 2008)

MV00101662

Fire Prevention

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

HAZARD REDUCTION ABATEMENT NOTICE

256-150-025
AVERILL, SANDRA ANN
21040 JENNINGS CT
MORENO VALLEY CA, 92557

03/25/2010

Dear Property Owner:

As owner(s) shown on the last equalized assessment roll of the parcel identified above you are hereby given notice that **all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter upon the premises is a public nuisance and must be abated (M.V.M.C. 6.04).** At this time you should make a full and complete inspection of your property and abate (remove) any of the above items by:

COMPLIANCE DATE: 04/19/2010

ABATEMENTS MUST INCLUDE:

1. **Handwork along perimeters:** Removal of weeds/debris from parkway area and edge of street pavement to property; removal of concrete, junk, trash, asphalt, tires, etc.; disking more than once where soil has not adequately mixed with grass; disking twice where tumbleweeds exist.
2. **Removal of tree limbs (branches)** to provide a minimum of an 8' clearance from ground to branches.
3. **Fire Officials may require** additional abatement work to maximize fire hazard reduction. You may be held liable for costs associated with any Fire Suppression Services that occur on your property which result from dry vegetation or other types of combustible material.

REGROWTH MAY BE SUBJECT TO REMOVAL WITHOUT FURTHER NOTICE:
It is your responsibility to maintain property in good condition at all times. Failure to abate such recurring conditions will result as stated above.

IMPOSED CITY COSTS, FINES AND RIGHTS:
If said items listed are not removed by the compliance date above, the City of Moreno Valley may order an abatement without further notice and the cost of said abatement shall be assessed against the property as a special lien. In addition, the City will also impose and assess an administrative fee for each parcel abated and any other recovery costs. If the violations have not been corrected, the City has the authority to issue an Administrative Citation against the property owner and/or parties maintaining the violation and/or commence administrative abatement action. Administrative citations carry a fine from $100.00 for the first occurrence up to $500.00 for the third occurrence of the same violation. Each day that the offense exists constitutes a separate offense.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW10-0002

ATTACHMENT B

MINIMUM LOT CLEARING REQUIREMENTS:
The following are considered minimum standards. It is always best to completely remove all vegetation and/or weeds.

PROPERTY LESS THAN FIVE (5) ACRES IN SIZE:
1. All weeds must be abated.
2. Disking is the preferred method. Disking must fully turn over the soil to bury the weeds/vegetation. Additional disking may be required if soil does not mix with weeds adequately. NOTE: WHERE REGULATED BY THE FEDERAL ENDANGERED SPECIES ACT, DISKING IS PROHIBITED.
3. Mowing or weed whacking may be acceptable, however, the use of such method(s) must have prior clearance from this office (be advised, property that is mowed may be subject to substantial re-growth and require additional abatement).

PROPERTY OVER FIVE (5) ACRES IN SIZE:
1. 100-foot minimum firebreak along the perimeter(s).
2. 200-foot minimum firebreak along any residential development.
3. 100-foot minimum "crosscut" firebreaks applied so that no remaining non-cleared portion of land is greater than 2.5 acres.
4. Additional lot clearance may be required as a result of inspection by the Fire Prevention Officer or the City Fire Marshal.

HILLSIDE RESIDENTIAL PROPERTIES:
1. Structures must have a 100-foot clearance from any flammable/combustible material or dry vegetation.
2. Minimum 100-foot clearance from heavy vegetation.
3. Minimum 30-foot clearance from any mature tree trunk.

AGRICULTURAL PROPERTY:
1. Minimum 30-foot firebreak along the perimeter from edge of road (may require handwork).
2. Minimum 100-foot firebreak from improved property.
3. Crop harvesting should be completed by July 1.

STATE GOVERNED AGENCIES:
This notice does not authorize violation of the Federal Endangered Species Act or violation of other state or Federal laws or regulations. For information on dust control, contact South Coast Air Quality Management District at (909) 396-2000. For information on the alteration of a stream channel, wetland or irrigation which may require a state or federal permit contact the City's Planning Division at (951) 413-3206.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381. A list of abatement contractors who work in the local area is enclosed for your information.

Thank you in advance for your cooperation.

Randall L. Metz
Fire Marshal

Fire Prevention

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

HAZARD REDUCTION
NOTICE OF VIOLATION

256-150-025
AVERILL, SANDRA ANN
21040 JENNINGS CT
MORENO VALLEY CA, 92557

DATE: **05/03/2010** APN: **256-150-025**

Your property was inspected on 04/27/2010 to confirm compliance with the City's Hazard Reduction Program, the Moreno Valley Municipal Code 6.04, and the California Fire Code 304.1.2. **Abatement work will be required by you or your contractor. It was determined that the following conditions exist on your property and must be corrected within ten (10) days of the above date.**

Abatement work to be performed:

- Weeds have not been properly abated according to the lot size requirements
- Handwork/cleanup required along perimeter of property.

INSPECTED BY: FRANK MARTINEZ

If you have not brought the property into compliance within ten (10) days, the City will have the abatement performed. Abatement costs, plus administrative and re-inspection fees will be assessed against the property. In addition, an Administrative Citation may be issued.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW10-0002

Fire Prevention

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

HAZARD REDUCTION
FINAL NOTICE OF VIOLATION

256-150-025
AVERILL, SANDRA ANN
21040 JENNINGS CT
MORENO VALLEY CA, 92557

DATE: **06/03/2010** APN: **256-150-025**

Your property was inspected on **05/26/2010** to confirm compliance with the City's Hazard Reduction Program, the Moreno Valley Municipal Code 6.04, and the California Fire Code 304.1.2. **Abatement work will be required by you or your contractor. It was determined that the following conditions exist on your property and must be corrected within seven (7) days of the above date.**

Abatement work to be performed:

- Weeds have not been properly abated according to the lot size requirements
- Handwork/cleanup required along perimeter of property.

INSPECTED BY: FRANK MARTINEZ

If you have not brought the property into compliance within seven (7) days, the City will have the abatement performed. Abatement costs, plus administrative and re-inspection fees will be assessed against the property. In addition, an Administrative Citation may be issued.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within seven (7) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW10-0002

RESOLUTION NO. 2011-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTION THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES.

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statements of Costs; and

WHEREAS, having received and considered said Statements of Costs and having notified the affected property owners and given them an opportunity to be heard;

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

1. That the Statements of Costs, Notice of City Council Meeting and Notices of Special Assessments, copies of which are on file with the Fire Prevention Bureau, and incorporated herein by this reference, are confirmed.

2. That the Property Assessment List, attached hereto as Exhibit 1 and incorporated herein by this reference, is also confirmed.

ATTACHMENT C

3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

APPROVED AND ADOPTED this 12th day of April 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT C

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
1	263111023	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. tires	7/7/2010	461.00	151.00	240.00	13.00	865.00
2	263132013	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	522.25	151.00	240.00	13.00	926.25
3	263132014	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	791.50	151.00	240.00	13.00	1,195.50
4	263132015	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	269.25	151.00	240.00	13.00	673.25
5	263132028	AMUNDSON, DAVID	68125 VERANO RD CATHEDRAL CY CA, 92234	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	455.00	151.00	240.00	13.00	859.00
6	263132030	WANG, JIA SHU	5772 GARDEN GROVE BLV 539 WESTMINSTER CA, 92683	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	838.75	151.00	240.00	13.00	1,242.75
7	263132033	WANG, JIA SHU	5772 GARDEN GROVE BLV 539 WESTMINSTER CA, 92683	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	913.75	151.00	240.00	13.00	1,317.75
8	263140048	REGENCY MODULAR STRUCTURES INC	1518 N BROADWAY SANTA ANA CA, 92706	Tree branches have not been cleared 8 feet from ground. remove clippings/fuel	7/7/2010	188.00	151.00	240.00	13.00	592.00

MV00101669

Annual Fire Prevention Weed Abatement Property Abatement List

MORENO VALLEY

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

9	263150013	DORITA TRADING CO	15527 AQUA VERDE DR LOS ANGELES CA, 90077	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. unapproved mowing	7/7/2010	96.00	151.00	240.00	13.00	500.00
10	263160002	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. tires	7/7/2010	1,120.75	151.00	240.00	13.00	1,524.75
11	263160008	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. falling dead tree	7/7/2010	3,114.25	151.00	240.00	13.00	3,518.25
12	263160028	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	897.75	151.00	240.00	13.00	1,301.75
13	263170003	HUANG, KETTY	17529 CLOVERDALE WAY YORBA LINDA CA, 92886	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	966.75	151.00	240.00	13.00	1,370.75
14	263180058	CHAPARRAL DEV CO	29970 TECHNOLOGY DR NO 211 MURRIETA CA, 92563	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. shopping carts	7/7/2010	463.00	151.00	240.00	13.00	867.00

MV00101670

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

15	263190031	URENA, SOCRATES L	20620 AVENIDA HACIENDA RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. abatement incomplete	8/12/2010	144.46	151.00	240.00	13.00	548.46
16	263210031	CARNETT, CHRISTINE	P O BOX 1398 ST JOHNS AZ, 85936	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	976.35	151.00	240.00	13.00	1,380.35
17	256150025	AVERILL, SANDRA ANN	21040 JENNINGS CT MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	241.00	151.00	240.00	13.00	645.00
18	256150026	MENDOZA, DANIEL	3223 N RIVER DR EDEN UT, 84310	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	241.00	151.00	240.00	13.00	645.00
19	256150031	RODRIGUEZ, PEDRO	19745 COLIMA RD STE 114 ROWLAND HEIGHTS CA, 91748	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	339.00	151.00	240.00	13.00	743.00
20	256150035	JENNINGS, MICHAEL PHILIP	21100 JENNINGS CT MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/18/2010	241.00	151.00	240.00	13.00	645.00
21	259240048	BANKFIRST	8720 RED OAK BLV STE 300 CHARLOTTE NC, 28217	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). 100' clearnc frm struct	10/18/2010	1,694.00	151.00	240.00	13.00	2,098.00

MV00101671

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

22	259240062	BANKFIRST	8720 RED OAK BLV STE 300 CHARLOTTE NC, 28217	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s).	10/18/2010	786.00	151.00	240.00	13.00	1,190.00
23	312020025	MAPLE LANE GROUP	2005 W WINSTON CT UPLAND CA, 91784	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/10/2010	516.77	151.00	240.00	13.00	920.77
24	312270030	PETERSON, CHRISTINE PARK	10411 CAMARILLO ST TOLUCA LAKE CA, 91602	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. Discing insufficiet <5	8/12/2010	221.00	151.00	240.00	13.00	625.00
25	312270031	ACOSTA, GEORGE R	14035 TUSCANY CT RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/12/2010	525.00	151.00	240.00	13.00	929.00
26	312300034	GTE	P O BOX 152206 IRVING TX, 75015	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/12/2010	250.00	151.00	240.00	13.00	654.00
27	312351048	KB HOME COASTAL INC	36310 INLAND VALLEY DR WILDOMAR CA, 92595	Junk, trash, debris, and/or rubble has not been removed.	8/12/2010	236.67	151.00	240.00	13.00	640.67
28	316190011	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	994.66	151.00	240.00	13.00	1,398.66

EXHIBIT 1

MV00101672

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

29	316190022	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	428.00	151.00	240.00	13.00	832.00
30	316190023	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	428.00	151.00	240.00	13.00	832.00
31	316190045	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	724.50	151.00	240.00	13.00	1,128.50
32	316210003	GARCIA, LINDA	P O BOX 5108 RIVERSIDE CA, 92517	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	652.00	151.00	240.00	13.00	1,056.00
33	316210004	LANGE, DIETER G	15591 WOOD RD RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. disc insufficient	8/12/2010	583.63	151.00	240.00	13.00	987.63
34	316210015	B B R & M INVESTMENT CO INC	720 VIA ZAPATA RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. disc insufficient <5 ac	8/12/2010	219.00	151.00	240.00	13.00	623.00

EXHIBIT 1

MV00101673

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

35	316210016	BECK, R ALBERT	720 VIA ZAPATA RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. disc insufficient <5 ac	8/12/2010	218.00	151.00	240.00	13.00	622.00
36	316210017	BECK, BRUCE A	2616 SHAMBLIN CT RIVERSIDE CA, 92504	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. disc insufficient <5 ac	8/12/2010	218.00	151.00	240.00	13.00	622.00
37	316210025	USA 316	UNKNOWN 02-23-95 , 0	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no attempt to abat	8/12/2010	806.00	151.00	240.00	13.00	1,210.00
38	316210064	IPARAGURRIE, JENNIE	775 N SANDERSON AVE SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	834.00	151.00	240.00	13.00	1,238.00
39	422070021	LEE, HENRIETTA C	4299 MACARTHUR NO 211 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. along roadway	7/29/2010	294.00	151.00	240.00	13.00	698.00
40	422070031	URENA, SOCRATES	22184 ALESSANDRO BLVD MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/21/2010	648.00	151.00	240.00	13.00	1,052.00

MV00101674

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

41	422110001	LEE, HENRIETTA C	4299 MACARTHUR NO 211 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). along roadway	10/12/2010	294.00	151.00	240.00	13.00	698.00
42	471201008	REDHILL VILLAGE	P O BOX 1310 UPLAND CA, 91785	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. remove: tires, asphalt	9/15/2010	986.00	151.00	0.00	13.00	1,150.00
43	471201011	REDHILL VILLAGE	P O BOX 1310 UPLAND CA, 91785	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/18/2010	1,094.00	151.00	240.00	13.00	1,498.00
44	291130016	SUWIGHT FAMILY LTD PARTNERSHIP	4020 TYLER ST NO 525 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. abatement incomplete	8/18/2010	347.34	151.00	240.00	13.00	751.34
45	291140011	AGRAS, CONRADO	13571 ELLSWORTH ST MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/12/2010	94.00	151.00	240.00	13.00	498.00
46	291140017	YOUNIS, TAREQ	1411 S WALNUT ST NO 49 ANAHEIM CA, 92802	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. abatement incomplete	8/12/2010	112.50	151.00	240.00	13.00	516.50
47	291200001	MILNER, STEPHEN G	417 WILBAR CIR REDLANDS CA, 92374	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/12/2010	114.50	151.00	240.00	13.00	518.50

EXHIBIT 1

MV00101675

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

48	292032011	WOODHAVEN DEV INC	6865 AIRPORT DR RIVERSIDE CA, 92504	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/18/2010	584.00	151.00	240.00	13.00	988.00
49	292100012	MORENO FIRST INV	3701 ROYAL MEADOW RD SHERMAN OAKS CA, 91403	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	636.00	151.00	240.00	13.00	1,040.00
50	292241011	KUNZ & CO	10400 OVERLAND RD NO 391 BOISE ID, 83709	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. remove dead palm trees	10/12/2010	62.00	151.00	240.00	13.00	466.00
51	297100006	NOA ASSOCIATES	8121 VAN NUYS BLV STE 300 PANORAMA CITY CA, 91402	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/12/2010	541.13	151.00	240.00	13.00	945.13
52	297130043	TAKUMA	333 W PASEO DE CRISTOBAL SAN CLEMENTE CA, 92672	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no abatement attempt	8/12/2010	512.36	151.00	240.00	13.00	916.36
53	297150031	R&H HOTEL DEV	16278 MENAHKA RD APPLE VALLEY CA, 92307	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. no abatement attempt	8/12/2010	544.00	151.00	240.00	13.00	948.00
54	297220001	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	356.50	151.00	240.00	13.00	760.50

EXHIBIT 1

MV00101676

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

55	297220010	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. abatement incomplte	8/12/2010	356.50	151.00	240.00	13.00	760.50
56	304260007	GRANITE CAPITOL	23205 SUNNYMEAD BLV 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). handwork slopes	7/20/2010	425.00	151.00	240.00	13.00	829.00
57	308453013	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	91.00	151.00	240.00	13.00	495.00
58	308470049	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/18/2010	176.00	151.00	240.00	13.00	580.00
59	263210034	VALDOVINOS, LUPITA I	17784 CALLE CAPISTRANO MORENO VALLEY CA, 92551	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Mowed not cleared	8/12/2010	159.96	151.00	240.00	13.00	563.96
60	263210047	CARNETT, CHRISTINE	P O BOX 1398 ST JOHNS AZ, 85936	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/12/2010	113.50	151.00	240.00	13.00	517.50
61	264040014	ALDEN, SANDRA S	8001 IRVINE CENTER NO 980 IRVINE CA, 92618	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	216.00	151.00	240.00	13.00	620.00

MV00101677

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

62	264040015	ALDEN, SANDRA S	8001 IRVINE CENTER NO 980 IRVINE CA, 92618	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	215.00	151.00	240.00	13.00	619.00
63	264040016	ALDEN, SANDRA S	8001 IRVINE CENTER NO 980 IRVINE CA, 92618	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	215.00	151.00	240.00	13.00	619.00
64	264175008	CAPARAS, EFREN S	14420 WINDMILL LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/6/2010	149.00	151.00	240.00	13.00	553.00
65	471300023	MARKHAM, DON G	24821 COUNTRY RD MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/19/2010	980.00	151.00	240.00	13.00	1,384.00
66	473150011	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/13/2010	982.00	151.00	240.00	13.00	1,386.00
67	473150012	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	7/13/2010	536.00	151.00	240.00	13.00	940.00
68	473150013	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/13/2010	540.00	151.00	240.00	13.00	944.00
69	473150014	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	11/3/2010	891.00	151.00	240.00	13.00	1,295.00

EXHIBIT 1

MV00101678

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

70	473150015	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s).	7/26/2010	808.00	151.00	240.00	13.00	1,212.00
71	473150016	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/13/2010	938.00	151.00	240.00	13.00	1,342.00
72	473150017	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	9/7/2010	980.00	151.00	240.00	13.00	1,384.00
73	473150025	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/19/2010	716.00	151.00	240.00	13.00	1,120.00
74	473171038	MCKINLEY, FOREST J	25880 MIDDLEBURY WAY SUN CITY CA, 92586	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/19/2010	750.00	151.00	240.00	13.00	1,154.00
75	473174005	SAN BERNARDINO SB FIVE	20110 GALWAY AVE CARSON CA, 90746	Handwork/cleanup required along perimeter of property. both sides of channel	7/13/2010	758.00	151.00	240.00	13.00	1,162.00
76	473210005	BUSTOS, GUSTAVO CRUZ	185 BAY CIR SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. dead tree limbs	7/22/2010	971.00	151.00	240.00	13.00	1,375.00
77	474250032	ARZATE JAIMES, LILIANA	26671 QUARTZ RD MORENO VALLEY CA, 92555	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	10/19/2010	468.00	151.00	240.00	13.00	872.00
78	474250033	ARZATE, ADOLFO	26671 QUARTZ RD MORENO VALLEY CA, 92555	Handwork/cleanup required along perimeter of property. handwrk along fenceline	8/21/2010	178.00	151.00	240.00	13.00	582.00

MV00101679

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

79	474272030	PLAXCO, IDA	11275 DAVIS ST MORENO VALLEY CA, 92557	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	9/1/2010	999.75	151.00	240.00	13.00	1,403.75
80	474590036	ZUPPARDO, MARYLOUISE	11175 INDIAN ST MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/30/2010	898.50	151.00	240.00	13.00	1,302.50
81	474590037	ZUPPARDO, MARYLOUISE	11175 INDIAN ST MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/30/2010	493.00	151.00	240.00	13.00	897.00
82	474590039	CANFIELD, SUPARNIE	11545 MATHEWS RD MORENO VALLEY CA, 92557	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	11/3/2010	621.50	151.00	240.00	13.00	1,025.50
83	475050040	AMERICA CHANG JIANG INTERNATIONAL INV INC	2683 POCATELLO AVE ROWLAND HGHTS CA, 91748	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/19/2010	933.00	151.00	240.00	13.00	1,337.00
84	475160056	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. unapproved mowing	8/19/2010	212.00	151.00	240.00	13.00	616.00
85	475160065	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/19/2010	634.00	151.00	240.00	13.00	1,038.00
86	475250075	BOSQUES, CORNELIO	24346 GROVEN LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/19/2010	364.00	151.00	240.00	13.00	768.00

EXHIBIT 1

MV00101680

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

87	475280087	ABRAHAM, LANCE	24480 IRONWOOD AVE MORENO VALLEY CA., 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/17/2010	305.00	151.00	240.00	13.00	709.00
88	478090031	ELBASRI, JILALI	P O BOX 999 LA HABRA CA, 90633	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	637.67	151.00	240.00	13.00	1,041.67
89	478110002	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	496.00	151.00	240.00	13.00	900.00
90	478110007	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. < 5 acres	8/12/2010	496.00	151.00	240.00	13.00	900.00
91	308470050	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/18/2010	219.50	151.00	240.00	13.00	623.50
92	308470051	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/18/2010	132.50	151.00	240.00	13.00	536.50
93	486240007	KLAEB, JOHN T	437 AVENIDA ARLENA SAN CLEMENTE CA, 92672	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground. discing insufficient	8/10/2010	188.00	151.00	240.00	13.00	592.00
94	487060006	TEN FOUR CORP	4982 SHIRLEY ST LAS VEGAS NV, 89119	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. dry palm leaves	8/14/2010	497.00	151.00	240.00	13.00	901.00
95	487230008	VALLEY OAK LP	1000 DOVE ST STE 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/30/2010	335.00	151.00	240.00	13.00	739.00

EXHIBIT 1

MV00101681

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

96	487230009	VALLEY OAK LP	1000 DOVE ST STE 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/30/2010	335.00	151.00	240.00	13.00	739.00
97	487250006	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/30/2010	973.00	151.00	240.00	13.00	1,377.00
98	487470001	BALDWIN INV & DEV INC	18851 MESA DR VILLA PARK CA, 92861	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	437.00	151.00	240.00	13.00	841.00
99	488080003	LCTH INV	1000 DOVE ST NO 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). areas not in agrclt use	8/10/2010	986.00	151.00	240.00	13.00	1,390.00
100	488080016	CHEN, THOMAS J	32707 SEA ISLAND DR DANA POINT CA, 92629	Handwork/cleanup required along perimeter of property. along fwy fenceline	8/11/2010	442.00	151.00	240.00	13.00	846.00
101	488080017	EQUITABLE MORENO VALLEY II PARTNERSHIP	1720 E GARRY AVE NO 110 SANTA ANA CA, 92705	Handwork/cleanup required along perimeter of property. non-agr areas/fwy fence	8/9/2010	972.00	151.00	240.00	13.00	1,376.00
102	488200025	MOOTHART, DANIEL R	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	910.00	151.00	240.00	13.00	1,314.00
103	488220001	MOOTHART, DANIEL R	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	928.50	151.00	240.00	13.00	1,332.50

MV00101682

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

104	488220005	LIN, KEVIN C H	519 N BEDFORD DR BEVERLY HILLS CA, 90210	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	806.00	151.00	240.00	13.00	1,210.00
105	488220014	MORENO VALLEY INV ASSOC	13360 MAXELLA AVE NO 10 MARINA DEL REY CA, 90292	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	791.00	151.00	240.00	13.00	1,195.00
106	488260008	BUILDING EXCHANGE CO	915 WILSHIRE BLV STE 2100 LOS ANGELES CA, 90017	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). 100' firebreak northsid	8/21/2010	348.00	151.00	240.00	13.00	752.00
107	488310003	J & K EQUITIES INC	8754 VINMAR AVE RANCHO CUCAMONGA CA, 91730	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. 100' frm imprvd proprty	8/14/2010	410.00	151.00	240.00	13.00	814.00
108	488320007	RODELA, LEONARD	12328 REDLANDS BLV MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/18/2010	439.00	151.00	240.00	13.00	843.00
109	488320008	AVOIAN PROP	4824 GARNET TORRANCE CA, 90503	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. along freeway perimeter	10/18/2010	294.00	151.00	240.00	13.00	698.00
110	488330004	RIDGE RANCHO BELAGO	201 COVINA AVE NO 8 LONG BEACH CA, 90803	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. along freeway perimeter	10/18/2010	294.00	151.00	240.00	13.00	698.00
111	488330005	RIDGE RANCHO BELAGO	201 COVINA AVE NO 8 LONG BEACH CA, 90803	Junk, trash, debris, and/or rubble has not been removed. garbage on westside	10/18/2010	381.00	151.00	240.00	13.00	785.00

EXHIBIT 1

MV00101683

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

112	488340001	CHAROONRATANA, SUTHEP	5093 EARL CT RANCHO CUCAMONGA CA, 91701	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. westside by channel	10/18/2010	352.00	151.00	240.00	13.00	756.00
113	488340009	EQUITABLE MORENO VALLEY II PARTNERSHIP	1720 E GARRY AVE NO 110 SANTA ANA CA, 92705	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. 100' break on eastside	10/18/2010	294.00	151.00	240.00	13.00	698.00
114	478120001	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	356.50	151.00	240.00	13.00	760.50
115	478120002	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	510.50	151.00	240.00	13.00	914.50
116	478120005	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	387.50	151.00	240.00	13.00	791.50
117	478120006	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	527.00	151.00	240.00	13.00	931.00

MV00101684

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

118	478171010	RAHMON, HENRI J	333 W ORANGE HEIGHTS LN CORONA CA, 92882	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	988.50	151.00	240.00	13.00	1,392.50
119	478202053	ROBERTSON, RICHARD M	P O BOX 677 SUN CITY CA, 92586	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	202.50	151.00	240.00	13.00	606.50
120	478240012	SEWA CONSULTING INC	6603 BEACHVIEW DR RCH PALOS VERDES CA, 90275	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	808.00	151.00	240.00	13.00	1,212.00
121	478240013	THE 26TH CORP	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. discing insufficient	8/12/2010	654.00	151.00	240.00	13.00	1,058.00
122	478240014	THE 26TH CORP	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	528.00	151.00	240.00	13.00	932.00
123	478240015	THE 26TH CORP	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. 30' from rd. req.	8/12/2010	525.00	151.00	240.00	13.00	929.00

MV00101685

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

124	478272003	BALDIVIEZ, MARK R	1450 UNIVERSITY NO F203 RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/11/2010	201.50	151.00	240.00	13.00	605.50
125	479050004	PALM INV GROUP	P O BOX 24066 LOS ANGELES CA, 90024	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. dead tree/unapprvd mowg	11/3/2010	158.00	151.00	240.00	13.00	562.00
126	479140022	COTTONWOOD 939	19 CORPORATE PLAZA DR NEWPORT BEACH CA, 92660	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/12/2010	455.00	151.00	240.00	13.00	859.00
127	479230027	HU, GUANG	1521 E EAGLE RIDGE GLENDORA CA, 91740	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	125.00	151.00	240.00	13.00	529.00
128	481200013	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Handwork/cleanup required along perimeter of property.	8/19/2010	178.00	151.00	240.00	13.00	582.00
129	481210025	TUEROS, CARLOS	19468 DE MARCO RD RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/18/2010	305.00	151.00	240.00	13.00	709.00
130	481270033	ONEWEST BANK	2900 ESPERANZA XING FL 3 AUSTIN TX, 78758	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/19/2010	270.00	151.00	240.00	13.00	674.00
131	481270060	NEJAD, M J RAHMANI	310 N COTA ST NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. insufficient disking	10/19/2010	552.50	151.00	240.00	13.00	956.50

EXHIBIT 1

MV00101686

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

132	481281059	EQUITY TRUST CO	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. unapproved mowing	10/19/2010	692.00	151.00	240.00	13.00	1,096.00
133	481322042	BANKS, MICHAEL H	69525 DILLON RD NO 10 DSRT HOT SPG CA, 92240	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/26/2010	390.00	151.00	240.00	13.00	794.00
134	481322045	24 CORP	5524 RICH HILL WAY YORBA LINDA CA, 92886	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/14/2010	576.00	151.00	240.00	13.00	980.00
135	482080039	PACIFIC PLUS INV	2116 PARNELL AVE LOS ANGELES CA, 90025	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. insufficient disking	8/19/2010	270.00	151.00	240.00	13.00	674.00
136	482080060	BIERNAT, ANDY	24486 DRACAEA AVE MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/26/2010	363.00	151.00	240.00	13.00	767.00
137	482230013	LIANG, HUO YOU	16015 PHOENIX RD CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/18/2010	377.00	151.00	240.00	13.00	781.00
138	482582038	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	405.46	151.00	240.00	13.00	809.46

MV00101687

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

139	482582039	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	405.46	151.00	240.00	13.00	809.46
140	482582040	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745		8/12/2010	342.00	151.00	240.00	13.00	746.00
141	485032001	SMITH, WILLIAM B	289 TAHOE ST PERRIS CA, 92571	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	201.50	151.00	240.00	13.00	605.50
				GRAND TOTAL		$74,059.17	$21,291.00	$33,600.00	$1,833.00	**$130,783.17**

MV00101688

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011

RECOMMENDED ACTION

No action required.

BACKGROUND

On October 26, 2010 the City Council of Moreno Valley approved resolution number 2010-88 authorizing the Public Works Director/City Engineer to approve partial security reductions of public improvement securities and accept the partial public improvements as complete, but not into the City maintained system.

DISCUSSION

Per resolution number 2010-88 and in conformance with the Land Development Division Policy number LDD 2010-11, Land Development staff is providing a Partial Reduction list for the months of February and March 2011. No partial reductions were processed in January 2011. The list provides information regarding the project number, developer, original security amount, reduction amount, and remaining security amount.

ALTERNATIVES

N/A

ATTACHMENTS/EXHIBITS

Exhibit "A" – Resolution 2010-88
Exhibit "B" – Partial Reduction List for February and March 2011

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2010 – 88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO REDUCE FAITHFUL PERFORMANCE SECURITIES ASSOCIATED WITH PUBLIC IMPROVEMENTS

WHEREAS, Section 66499 of the Government Code provides that a local agency may require a security in connection with the performance of any act or agreement; and

WHEREAS, Section 66499 of the Government Code also provides that a local agency may provide for the partial release of the security upon the partial performance of the act or the acceptance of the work as it progresses; and

WHEREAS, Section 66499 of the Government Code further provides that a local agency may authorize any of its public officers or employees to authorize the reduction of the security in accordance with any conditions set forth under Section 66499 of the Government code and in accordance with any rules that the local agency may prescribe; and

WHEREAS, the City desires and believes that it is in the best interests of convenience and efficiency for the City to designate the Public Works Director/City Engineer of the City of Moreno Valley as the officer authorized to reduce faithful performance securities associated with public improvements on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley, California authorizes the Public Works Director/City Engineer to reduce faithful performance securities associated with public improvements as set forth under Section 66499 of the Government Code and in accordance with Land Development Division Policy No. LDD-2010-01.

BE IT FURTHER RESOLVED that the Public Works Director/City Engineer will notify the City Council by e-mail in advance of processing any request for partial release of security and additionally place a report on the agenda at a regular City Council meeting each month identifying partial releases of security by Tract/Parcel number or project number, the amount of the original security, the amount of any partial reduction of security and the remaining amount of security.

Exhibit "A"

Resolution No. 2010 - 88
Date Adopted: October 26, 2010

APPROVED AND ADOPTED this 26th day of October, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2010 - 88
Date Adopted: October 26, 2010

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2010-88 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of October, 2010 by the following vote:

AYES: Council Members Batey, Molina, Stewart and Mayor Pro Tem Hastings

NOES: None

ABSENT: None

ABSTAIN: Mayor Flickinger

CITY CLERK

(SEAL)

Partial Reductions
February and March 2011

	Project Number	*Developer*	*Address*	*City, State& Zip*	*Reduction Date*	*Security Amount*	*Reduction Amount*	*Remaining Amount*
1	PA07-0090 - Redlands Water Impvts.	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	02/15/2011	$ 171,000	**$ 136,800**	$ 34,200
2	PA07-0090 - Sinclair Water Impvts.	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	02/15/2011	$ 725,000	**$ 580,000**	$ 145,000
3	PA07-0090 - Redlands Electrical	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	03/02/2011	$ 206,000	**$ 103,000**	$ 103,000
4	PA07-0090 - Eucalyptus Ave Electrical Imprvts.	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	03/10/2011	$ 849,000	**$ 509,400**	$ 339,600

Exhibit "B"

MV00101694

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER – HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility Electrical Infrastructure into the City's maintained system; and

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On July 13, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Redlands Electrical improvements. The Faithful Performance bond amount was for Five Hundred Fifteen Thousand dollars ($515,000). The Material and Labor bond amount was for Two Hundred Fifty-Seven Thousand Five Hundred dollars ($257,500).

On December 16, 2010, the Redlands Electrical improvements received a 60% reduction. The amount reduced was Three Hundred Nine Thousand dollars ($309,000). On March 2, 2011, a second partial reduction of 20% of the original bond amount was given to the developer. The amount reduced was One Hundred Three Thousand dollars ($103,000).

Project PA07-0090 received ongoing inspection for the Utility Electrical Infrastructure of the Redlands Electrical Improvements during the construction process. Upon completion of the improvements, Public Works/Enterprise Services Administration performed an inspection and approved the work. The improvements are now eligible for acceptance into the City's maintained system.

DISCUSSION

The completed utility electrical infrastructure for Redlands Electrical Improvements has received a final inspection. It has been determined that the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. It is therefore appropriate to accept the utility electrical infrastructure for the Redlands Electrical Improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond of $51,500 issued by Safeco Insurance Company of America. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material & Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed resolution authorizing the acceptance of the Utility Electrical Infrastructure for Redlands Electrical Improvements for PA07-0090 as complete and accepting the Utility Electrical Infrastructure into the City's maintained system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of*

Moreno Valley Standards and are being used by the public and therefore should be included in the City's maintained system.

2. Do not adopt the proposed resolution authorizing the acceptance of the Utility Electrical Infrastructure for Redlands Electrical Improvements for PA07-0090 as complete and accepting the Utility Electrical Infrastructure into the City's maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Use of the improvements by the public, and maintenance of the improvements can result in the improvements being designated as part of the City's maintained system regardless of a lack of action by the governing body. It is more efficient and well defined to take the appropriate action in matters of this nature.*

FISCAL IMPACT

The acceptance of the utility electrical infrastructure improvements into the City's maintained system will create an insignificant additional fiscal impact to the maintenance program of the City under Fund 601-Utility. The fiscal impact will be offset by revenues generated by the utility.

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Concurred By
Jeannette Olko
Electrical Utility Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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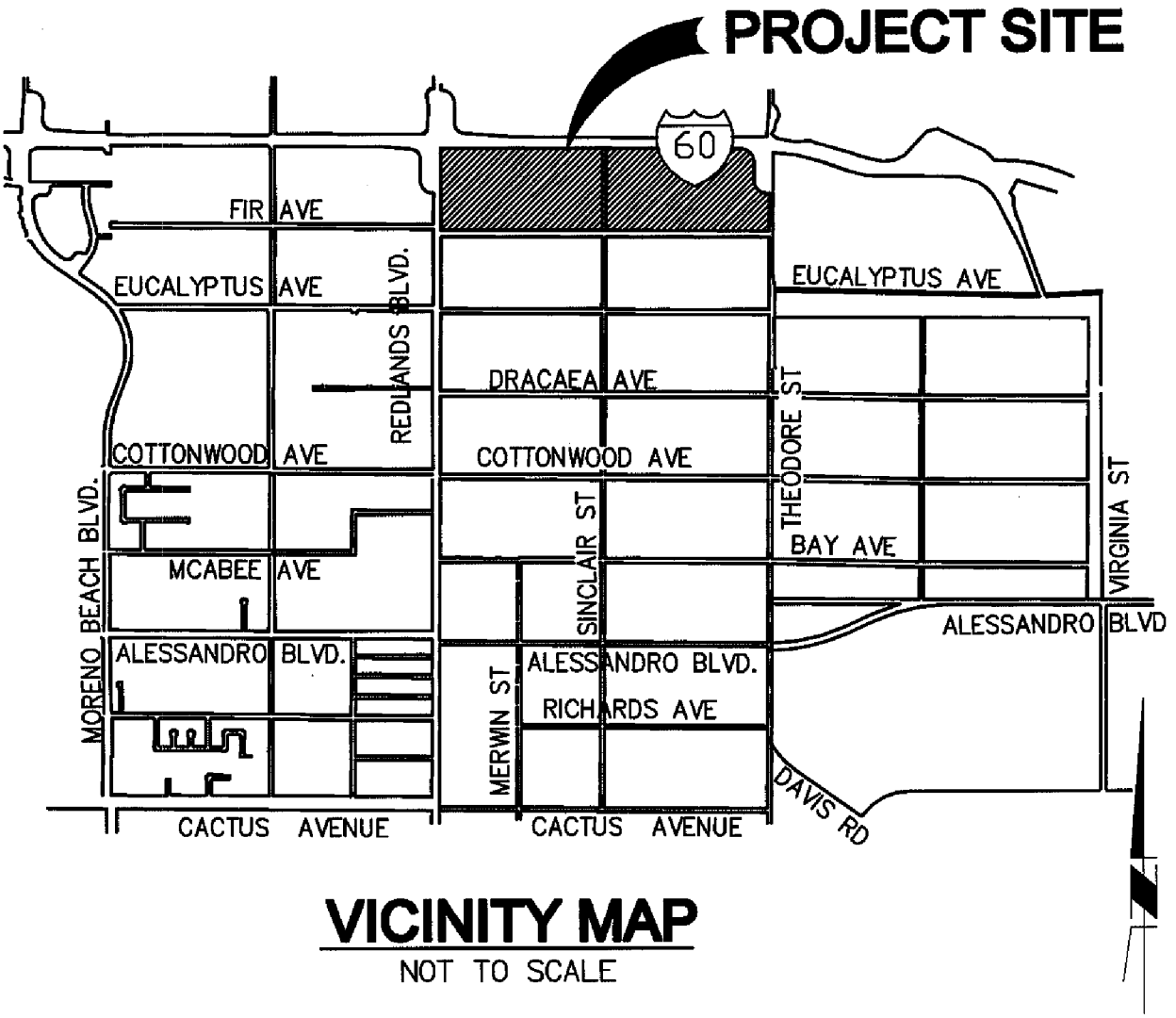

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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RESOLUTION NO. 2011-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE FOR THE REDLANDS ELECTRICAL IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA07-0090, AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the utility electrical infrastructure constructed by HF LOGISTICS – SKX T1, LLC was constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that the utility electrical infrastructure was inspected during construction and was completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said utility electrical infrastructure for the Redlands Electrical improvements as complete within project PA07-0090, and accept utility electrical infrastructure into the City's maintained system; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the utility electrical infrastructure for the Redlands Electrical improvements within project PA07-0090 is complete and the utility electrical infrastructure is accepted into the City's maintained system.

APPROVED AND ADOPTED this 12th day of April 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 12, 2011

TITLE: APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The State of California Franchise Tax Board (FTB) has contacted the City with a proposal to annually share tax information relating to Business License taxes. The purpose of the information exchange is to ensure that all businesses are correctly reporting their taxes to both the City and the State.

DISCUSSION

It is not uncommon to discover that a business operating within the City is incorrectly reported on the State's tax rolls. The City uses several systems and consultants to track this information and ensure its accuracy. One of these systems contains a feature to crosscheck FTB and City Business License tax data; however, that feature has not been used because the FTB and the City have never exchanged tax information.

Errors in a business's tax reporting can easily occur in several situations. If a business moves from one tax jurisdiction to another and forgets to update that information, or the address is incorrectly recorded, the City may lose tax revenues until the error is caught

and fixed. Businesses with multiple locations may report sales activity disproportionally among the locations; the City may lose tax revenues until the sale activity is correctly reported. If businesses fail to obtain a Business License then taxable activities may be missed until that oversight is corrected.

Staff uses various systems and methods to ensure that taxes are appropriately collected. This agreement with the FTB will allow both entities to annually crosscheck their information and correct errors that have not previously been detected or fixed.

The FTB has strict requirements safeguarding the confidentiality of tax information. The City's procedures and systems meet the FTB requirements.

ALTERNATIVES

No alternative method exists to crosscheck FTB and City Business License tax information. Not authorizing this Agreement may result in lost tax revenue for the City.

FISCAL IMPACT

Since existing systems have the capability to reconcile FTB and City Business License tax data, no expense is anticipated in implementing this agreement. Not authorizing this Agreement may result in lost tax revenue for the City.

CITY COUNCIL GOALS

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

ATTACHMENTS/EXHIBITS

Attachment 1: State of California, Franchise Tax Board Agreement

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Brooke McKinney
Treasury Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

Attachment 1

AGREEMENT NUMBER
C1000237
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Franchise Tax Board

CONTRACTOR'S NAME
City of Moreno Valley

2. The term of this Agreement is: June 1, 2011 through December 31, 2013

3. The maximum amount of this Agreement is: $ 0.00
NON-FINANCIAL AGREEMENT

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit C* – General Terms and Conditions	GTC610
Exhibit D - Special Terms and Conditions	3 pages
Exhibit E - City Record Format Specifications	2 pages
Exhibit F - FTB Record Layout Specifications	1 page
Exhibit G – Confidentiality Statement	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **City of Moreno Valley**		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Henry T. Garcia, City Manager		
ADDRESS 15670 Perris Blvd., Moreno Valley, CA 92552		
STATE OF CALIFORNIA		
AGENCY NAME Franchise Tax Board		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Garrison, Chief Financial Officer		☒ Exempt per: SCM 4.04.5.b.
ADDRESS P.O. Box 2086, Rancho Cordova, CA 95741-2086		

MV00101704

EXHIBIT A

SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein referred to as (FTB) and the City of Moreno Valley, herein after referred to as the City.

Purpose:
This Agreement allows FTB and the City to enter into a reciprocal agreement to exchange tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear their own costs of providing the data and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

Legal Authority:
California Revenue and Taxation Code (R&TC) Section 19551.5 mandates cities to provide city business tax data to FTB. R&TC 19551.1 authorizes a reciprocal agreement for the exchange of city business tax and income tax information between a city and FTB.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City's business tax program.

2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and only accessed by City employees.

3. The City agrees to provide FTB with tax information pursuant to Exhibit E, Format Specifications, which shall include but is not limited to the following:

   - Business or owner's name.
   - Business or residence address.
   - Federal employer identification number or social security number.
   - North American Industry Classification Code or Standard Industry Classification Code.

4. The City agrees to extract and provide City data to FTB annually in June for each tax year that the Agreement is in place, June 2011, 2012, and 2013. If the Agreement is executed after June 30, 2011, the City has 30 days after execution to provide FTB with the first year's data.

5. The City agrees to submit the records to FTB using FTB's Secure Web Internet File Transfer (SWIFT).

6. The City agrees to submit the records to FTB in ASCII fixed length format, .txt, per the Format Specifications, Exhibit E.

EXHIBIT A

SCOPE OF WORK (continued)

7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City forfeits its rights to FTB data for that year.

8. The City agrees that each City employee having access to FTB data shall sign a Confidentiality Statement, Exhibit G. The signed statement is to be retained by the City and produced to FTB upon request.

9. The City agrees to submit to FTB a completed safeguard questionnaire prior to receiving FTB data. The safeguard questionnaire is valid for the duration of the Agreement.

10. The City agrees to provide a copy of the resolution, order, motion, or ordinance of the local governing body, authorizing the execution of the Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law.

2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose.

3. FTB agrees to provide the City data extracted from the Taxpayer Information (TI) and Business Entities Tax System (BETS). FTB will provide the City records for taxpayers within the city's jurisdiction who indicate a business on their personal or corporation income tax return. The Record Layout, Exhibit F shall include, but is not limited to:

   - Taxpayer name.
   - Taxpayer address.
   - Taxpayer social security number or federal employer identification number.
   - Principal business activity code.

4. FTB agrees to match the data provided by the City using the social security number or federal employer identification number against FTB's data with a yes or no indicator on the Record Layout, Exhibit F. The first year's data match is at the discretion of FTB and will be based on when the data is received and processed.

5. FTB agrees to provide the City an annual extraction in December 2011 for tax year 2010, December 2012 for tax year 2011, and December 2013 for tax year 2012 via SWIFT.

6. FTB agrees to register the City for a SWIFT account, allowing for the secure electronic transmission of data.

7. FTB agrees to provide the City a unique City Business Tax Number to be used for reporting purposes only.

8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

EXHIBIT A

SCOPE OF WORK (continued)

Project Coordinators:

The project coordinators during the term of this Agreement will be:

Franchise Tax Board
Cathy McCollum
Data Resources and Services Unit
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-4431
Fax: (916) 845-4849

City of Moreno Valley
Steve Hargis
Technology Services Division Manager
15670 Perris Blvd.
Moreno Valley, CA 92552
Phone: (951) 413-3401

Return executed agreement to:

Franchise Tax Board
Procurement & Asset Management Bureau
Attention: Nel Bohling
P.O. Box 2086, Mailstop A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-7870
Fax: (916) 845-3599

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. DATA OWNERSHIP: The classified confidential tax information being provided to the City under this Agreement remains the exclusive property of FTB. The City shall have the right to use and process the disclosed information for the purposes stated in this Agreement, which right shall be revoked and terminated immediately upon completion of this Agreement.

2. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has tax return information and other data in its custody, which is confidential data. Unauthorized inspection or disclosure of state tax return information or other confidential data is a misdemeanor (Revenue and Taxation Code Section 19542 and 19542.1).

3. USE OF INFORMATION: The City and FTB agree that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described by this Agreement. The information obtained by FTB shall be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law. The City and FTB further agree that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose other than identified in this Agreement or as authorized by law.

4. EMPLOYEE ACCESS TO INFORMATION: Both FTB and the City agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Both parties recognize their responsibilities to protect the confidentiality of this information as provided by law and ensures such information is disclosed only to those individuals and of such purpose, as authorized by the Revenue and Taxation Code.

5. DISCLOSURE OF CONFIDENTIAL INFORMATION: Any unwarranted disclosure or use of state tax return information or any willful unauthorized inspection of the return information is an act punishable as a misdemeanor. Inspection is defined to mean any examination of confidential information. No one other than authorized employees may access, use, view or manipulate the data being transmitted to the City under this Agreement. The City, in recognizing the confidentiality of state tax return information, agrees to take all appropriate precautions to protect from unauthorized disclosure of the confidential information obtained pursuant to this Agreement. The City will conduct oversight of its users with access to the confidential information provided under this Agreement, and will promptly notify FTB of any suspected violations of security or confidentiality by its users.

   The City and each of the City's employees who may have access to the confidential data of FTB will be required to sign a Confidentiality Statement, Exhibit G, attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized disclosure thereof. The signed statement shall be retained by the City and furnished to FTB upon request.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

6. INCIDENT REPORTING: All unauthorized or suspected unauthorized access; use and/or disclosure (incidents) of FTB data shall be reported to FTB's contact, Cathy McCollum at (916) 845-4431, immediately upon discovery of the incident. The incident report shall contain the following: date, time, employee name, description of the incident or circumstances, and means of discovery. Upon discovery of any such incident, FTB will make the appropriate notification to affected California resident(s) pursuant to the requirements of Civil Code Section 1798.29.

7. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, availability, authenticity, and utility of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The City will store information so that it is physically secure from unauthorized access. The records received by the City will be securely maintained and accessible only by employees of the city business license program who are committed to protect the data from unauthorized access, use, and disclosure.

8. DESTRUCTION OF RECORDS: All records received by the City from FTB and any database(s) created, copies made, or files attributed to the records received will be destroyed within three years of receipt. The records shall be destructed in a manner to be deemed unusable or unreadable and to the extent that an individual record can no longer be reasonably ascertained. FTB will destroy City data in accordance with the Department's data retention policies.

9. INDEMNIFICATION: Both parties agree to indemnify, defend, and save harmless each other, its officers, agents, and employees from any and all claims and losses accruing or resulting from any breach of confidentiality by either party and/or its employees.

10. SETTLEMENT OF DISPUTES: In the event of a dispute, the City shall file a "Notice of Dispute" with the Chief Counsel of the Franchise Tax Board within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Counsel or his/her designee shall meet with the City and the FTB contact for purposes of resolving the dispute. The decision of the Chief Counsel shall be final.

11. SAFEGUARD QUESTIONNAIRE and REVIEW: Prior to sending data to the City, FTB requires the City to submit a safeguard questionnaire certifying the protection and confidentiality of FTB data. The FTB retains the right to conduct an on-site safeguard review of the City. The City will be provided a minimum of seven (7) days' notice prior to a safeguard review being conducted by the FTB Disclosure Office. The safeguard review will examine the adequacy of information security controls established by the City in compliance with the confidentiality requirements pursuant to this Agreement. The City will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.

12. LIMITED WARRANTY: Either party does not warrant or represent the accuracy or content of the material available through this Agreement, and expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

13. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty days' (30) prior written notice. This Agreement may be terminated by either party in the event of any breach of the terms of this Agreement. Both parties agree that in the event of a breach to the terms of this Agreement, it shall destroy all records and any databases created, copies made, or files attributed to the records received. The records shall be destructed in a manner to be deemed unusable or unreadable and to the extent that an individual record can no longer be reasonably ascertained, upon destruction.

14. NO THIRD PARTY LIABILITY: Nothing contained in this Agreement or otherwise shall create any contractual relation between either party and any other party, and no party shall relieve the City or FTB of its responsibilities and obligations hereunder. Both parties agree to be fully responsible for the acts and omissions of its third parties and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the City or FTB. Both parties shall have no obligation to pay or to see the payment of any monies to any party or persons either directly or indirectly employed by the City or FTB.

EXHIBIT E

CITY RECORD FORMAT SPECIFICATIONS

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with blanks.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with blanks.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with blanks.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if not known or still in business.

CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the six-digit NAICS code. Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

EXHIBIT F

FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal business activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

EXHIBIT G

CONFIDENTIALITY STATEMENT

State of California **Franchise Tax Board**

Confidential tax return information is protected from disclosure by law, regulation, and policy. Information security is strictly enforced. Violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax return information is in the public's interest, the state's interest, and the city's interest.

A city employee is required to protect the following types of information received from the Franchise Tax Board:

- Taxpayer name
- Taxpayer address
- Taxpayer social security number or taxpayer identification number
- Principal business activity code

A city employee is required to protect confidential information by:

- Accessing or modifying information only for the purpose of performing official duties.
- Never accessing or inspecting information for curiosity or personal reasons.
- Never showing or discussing confidential information to or with anyone who does not have the need to know.
- Placing confidential information only in approved locations.
- Never removing confidential information from your work site without authorization.

As a city employee, you are required to know whether information is protected. If you have any question regarding whether particular information is confidential, check with your department's project coordinator.

Unauthorized inspection, access, use, or disclosure of confidential tax return information is a crime under state laws, including but not limited to Sections 19542 and 19552 of the California Revenue and Taxation Code and Section 502 of the Penal Code. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- State criminal action
- State and/or taxpayer civil action

You are reminded that these rules are designed to protect everyone's right to privacy, including your own.

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action being taken against me.

Name	
Signature	***Date***

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: April 12, 2011

TITLE: Resolution Regarding the Liberty Quarry

RECOMMENDED ACTION

Staff recommends that the City Council discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

BACKGROUND

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. The proposed project would help meet the current and projected demand for construction aggregates in the Temecula-Murrieta area, southwestern Riverside County, and northern San Diego County by providing reliable, high-quality, aggregate products at a maximum permitted production level of 5 million tons per year for a maximum of 75 years. The operations at Liberty Quarry would involve hard rock extraction and crushing, material processing and product production, and truck transport of quarry products to customers.

The proposed site is located within Riverside County at the border to San Diego County, west of I-15, and comprises 414 acres. One hundred fifty-five acres are proposed for the quarry area and associated support operations, 9 acres would be used for an access road and utility pad, and 250 acres would remain as undisturbed open space and would serve as buffers to adjacent properties. The proposed project would include construction of a crushed rock processing plant and associated facilities. The project would also include construction of an additional lane at the southbound I-15 off-ramp at Rainbow Valley Boulevard to accommodate traffic entering the site from the north.

According to the environmental impact report released by Riverside County, in addition to the processing plant and support facilities, the project would include the following specific design features that avoid or reduce potential impacts:

- Open space areas and buffers
- Reclamation plan suitable for habitat open space
- Enclosed equipment to reduce dust and odors
- Low-profile installation, onsite setbacks, and a landscaped berm to limit noise and views
- Water reuse to conserve water resources

Additionally, reclamation activities would be conducted during all phases of development of the Proposed Project, and the post-reclamation end use would be suitable for habitat open space.

In July, 2009, the County of Riverside released the Draft Environmental Impact Report (DEIR) for this project, which assessed potentially significant impacts related to the environment. Of the elements studies, the DEIR determined that there would be no adverse impact to mineral resources and less than significant impacts with implementation of mitigation measures, design considerations and/or compliance with standard regulations for the following issue areas: aesthetics and light, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, utilities and service systems, and vibration. The DEIR did determine that the proposed project would result in "significant and unavoidable impacts" to air quality and traffic/transportation, which cannot be mitigated to below a level of significance. However it also indicated that those impacts would occur without the project due to diesel trucks traveling long distances to haul aggregate if the quarry is not constructed. The Draft EIR was circulated for 120 days for review for the period from July 20, 2009 through November 23, 2009 (the review period was extended from the original 60 days to 120 days per public requests) and 232 comment letters and emails were submitted. The Final Environmental Impact Report was released by the County on March 24, 2011 and included no major changes to the Draft EIR.

DISCUSSION

The proposed resolution was placed on the agenda at the direction of members of the City Council. Similar resolutions of support have been adopted by the cities of Banning, Beaumont, and Eastvale. Granite Construction lists among the supporters of the project the Greater Riverside Chambers of Commerce, Moreno Valley Chamber of Commerce, Inland Empire Economic Partnership and the Riverside Building Industry Association. Proponents of the project cite the need to increase aggregate reserves. According to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years; the California Department of Conservation reports that Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining. California State Geologist John Parrish has

stated that increasing demands for a dwindling supply of construction grade aggregates as California's population grows will result in higher market prices for aggregate commodities. This could result in higher project costs for all types of construction.

The City of Temecula passed a resolution opposing the project on March 8, 2011. Temecula's resolution states that the project is incompatible with County development, zoning, and land use standards, as well as the Multiple Species Habitat Conservation Plan, and should be prohibited. The Temecula resolution also states that the project will degrade air quality, increase traffic and negatively impact the economy and that the Draft EIR is "fundamentally misleading and incomplete." Opponents of the Liberty Quarry project include a group of residents from Rainbow, Fallbrook and Southwest Riverside County called "Save our Southwest Hills"; the group's website includes a list of nearly 500 businesses and organizations opposed to the quarry project.

ALTERNATIVES

1) Approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

2) Not approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

3) Direct staff to prepare a different resolution regarding the Liberty Quarry.

4) Take no official position with regard to the Liberty Quarry.

FISCAL IMPACT

The proposed resolution will have no fiscal impact to the City.

SUMMARY

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. A proposed resolution in support of the need for and benefits of the Liberty Quarry project was placed on the agenda at the direction of members of the City Council.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2011-31 in support of the need for and benefits of Liberty Quarry.

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, IN SUPPORT OF THE NEED FOR AND BENEFITS OF LIBERTY QUARRY

WHEREAS, access to high quality, affordable construction materials geographically near major transportation corridors is critical to address sustainable growth and development throughout California; and

WHEREAS, California is facing a critical shortage of aggregate materials and reserves that is both substantial and immediate; and

WHEREAS, according to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years, and according to the California Department of Conservation, Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining; and

WHEREAS, the Liberty Quarry could produce up to 5 million tons per year of aggregate, concrete and asphalt and could supply all of the Southwestern portions of Riverside County with enough aggregate for its needs for the next 75 years; and

WHEREAS, a local quarry project such as Liberty Quarry would contribute $300 million in new sales tax revenue, $41 million in new property taxes and fees and $2.2 million in Riverside County taxes annually; and

WHEREAS, the proposed quarry would provide jobs for residents in Southwest Riverside County as well as generate numerous indirect jobs in other parts of Riverside County; and

WHEREAS, aggregate supply facilities in Banning, Palm Springs, and Indio currently truck aggregate through the City of Moreno Valley and neighboring communities to meet the needs of Southwest Riverside County and northern San Diego because of a lack of local aggregate; and

WHEREAS, the proposed Liberty Quarry in Southwest Riverside County would provide these markets with a local source of aggregate and take hundreds of aggregate-hauling trucks off of State Route 60 and Interstate 215.

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

1. That Moreno Valley supports efforts to make available additional aggregate resources nearby major transportation corridors to reduce the impacts of and increased costs related to importing material long distances.

2. Presuming completion of required environmental review and analysis and mitigation of impacts as directed by Riverside County, Moreno Valley supports the Liberty Quarry project and encourages the County to work closely with the other stakeholders in the region and area to ensure that this important facility is permitted and developed for the benefit of all citizens of Riverside County.

APPROVED AND ADOPTED this 12th day of April, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 12, 2011

TITLE: CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN

RECOMMENDED ACTION

Staff recommends that the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

BACKGROUND

Council Member Robin N. Hastings requested, and Council Member William H. Batey II seconded, to agendize City Council consideration of sponsorship of Breakthrough Community Corporation's (BCDC) Hope for Our Youth Campaign (HYC).

On April 5, 2011, Breakthrough Community Corporation (BCDC), submitted a Sponsorship Application Request for its Hope for Our Youth Campaign (HYC). The event is planned for Saturday, May 21, 2011, from Noon – 5 p.m, at the Moreno Valley Conference & Recreation Center (C&RC). It is estimated 1,000 plus attendees will attend the overall event, and 600 will attend the performance of the play. There are three HYC objectives: 1) bring together key community resources to address issues that youth face; 2) reach youth through drama and art; and 3) get guns off of the street.

The Community Resource Fair component of the HYC will provide information and resources to a diverse group of youth between the ages of 12 – 25 years old, who reside in Moreno Valley and neighboring cities. Viable resources such as mental health counseling, drug intervention, suicide prevention information, spiritual counseling, gang intervention, AIDS testing and counseling, as well as mentoring programs will be

available. No fee will be charged to attend the Community Resource Fair portion of the event.

The second objective of the HYC is to reach youth on a level in which they can relate through drama and art. Breakthrough Community Corporation (BCDC) has teamed up with Demarco Plays LLC to bring the reality stage play *Kila'Delphia* to the community. The play provokes change and provides a platform for ushering discussions as a pathway to help and heal the dysfunctional family structure. To ensure attendance does not exceed the capacity of the C&RC, tickets will be presold at the cost of $5.00 per ticket. Breakthrough Community Corporation (BCDC) is seeking sponsorships for the cost of the tickets; and if successful, free tickets will be offered.

The third objective of the HYC collaborative is to get guns off the street. Breakthrough Community Corporation (BCDC) is partnering with the Moreno Valley Police Department in an effort to reduce the number of guns on the streets. During the event, the police department will implement an amnesty program where a person can turn in their gun(s) with no questions asked. Breakthrough Community Corporation (BCDC) is seeking gift card donations from local businesses that will be given to each individual who turns in a gun.

DISCUSSION

The Breakthrough Community Corporation (BCDC) is a non-profit organization existing pursuant to Internal Revenue Section 501(c)(3) and complies with "City Sponsorship" Policy 2.36. The event, as described above, meets with the event eligibility criteria. Breakthrough Community Corporation (BCDC) would be eligible for the requested $2,040 sponsorship based upon the projected attendance, and the sponsorship amount does not exceed fifty percent of the funds raised for the event. The $2,040 is the amount of the Moreno Valley Conference and Recreation Center rental fee for the event.

ALTERNATIVES

1. Approve Breakthrough Community Corporation's (BCDC) Sponsorship Application for its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

2. Deny Breakthrough Community Corporation's (BCDC) Sponsorship Application for its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

FISCAL IMPACT

In Fiscal Year 2010/2011, $5,000 was budgeted for Special Events in the City Council's Business Unit - Line Item 010.11110.6236 as set forth in "City Sponsorship" Policy 2.36.

SUMMARY

Breakthrough Community Corporation's (BCDC) is planning its Hope for Our Youth Campaign (HYC) and is requesting the City Council approve a Sponsorship Request Application to offset the cost of the Moreno Valley Conference & Recreation Center rental fee. The City Council is guided by "City Sponsorship" Policy 2.36 that sets forth criteria of aiding eligible organizations in providing worthwhile community events by paying a portion of the costs.

NOTIFICATION

Publication of Agenda.

Staff notified Breakthrough Community Corporation's (BCDC) of the pending action before the City Council.

ATTACHMENTS/EXHIBITS

1. Breakthrough Community Corporation's (BCDC) Sponsorship Application Request
2. Moreno Valley Conference & Recreation Center Rental Contract
3. Breakthrough Community Corporation's (BCDC) Proposal
4. "City Sponsorship" Policy 2.36

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MORENO VALLEY

City of Moreno Valley
Sponsorship Application Request – Local Events – Regional Events

Applications must be filed at least 60 days prior to the event. All applications must be accompanied by a Special Event Permit and Application.

Application Information

1. Organization Name (if any): BREAKTHROUGH COMMUNITY DEVELOPMENT CORP.
2. Non-Profit Federal Tax Identification Number: 26-3386105
3. Event Title: HOPE FOR OUR YOUTH CAMPAIGN (HYC)
4. Event Description: AN INITIATIVE DESIGNED TO BRING AWARENESS TO ISSUES FACED BY OUR YOUTH: DRUGS, GANGS, GUNS, AIDS, ETC
5. Event Date: MAY 21, 2011 Start Time: 12:00 P.M. End Time: 5:00 P.M.
6. Event will take place: ☐ City Park ☒ City Facility C&RC ☐ On a Public Street ☐ Other:
7. Is this a fund-raising event? ☐ Yes ☒ No
8. Provide information on the budget for this event:
   - Expected Income: $ 24,973.14
   - Expected Expenses: $ 24,973.14
   - Expected Net Profit: $
   - Expected Attendance: 1,000 PLUS
   - Entry Cost Charged to Participant: $ 5.00 (IF DONATIONS ARE NOT SECURED)
9. Funding Sources: VARIOUS
10. Amount of Funding: TBD

- ✓ Attach a detailed copy of your event budget.
- ✓ Attach a list of the organization's Board Members including telephone numbers.
- ✓ Attach a copy of your organization's non-profit IRS tax status.
- ✓ Request for parade must include a proposed parade route.
- ✓ Request for park use must include a detailed diagram of park site.

I certify that all statements on this request are true and complete to the best of my knowledge.

Signature: [signature] Title: PRESIDENT

Individual Name: ERICA HOPKINS Daytime Phone: 562.449.7039
(Individual filling out this application)

Mailing Address: 22620 GOLDEN CREST DR., #120 MORENO VALLEY, CA 92553 Evening Phone:

E-Mail Address: ERICA.HOPKINS10@YAHOO.COM Fax Number:

To be Completed by the City of Moreno Valley

Received by: Cindy G. Miller *Date Received:* 4/5/11

Authorized by: *Date Authorized:*

AP 2.56 Attachment 1

Attachment 1

HYC Project Budget

Budget Summary	**Total**	**Total Requested**	**Total Donated**
I. Personnel/Administrative			
A. Voluneer Stipend (3 Lead Positions)	300.00	300.00	300.00
B. Ticket Cost ($5.00 each x 600 seats)	3000.00	3000.00	3000.00
Ticket cost cover Kila Delphia production cost			
II. Non-Personnel			
A. Space Costs (donated by city)	2040.00	2040.00	TBD
B. Marketing, Advertising Cost	2000.00	2000.00	TBD
C. Gun Fund (100 @ $100.00 each)	10000.00	10000.00	TBD
D. Food catering for 1001($2.86 per person)	2862.86	2862.86	TBD
E. Decorations (balloons, table clothes, poster, etc.)	1000.00	1000.00	TBD
F. Raffle Prizes (iPAD, Flat Screen TV, Computer)	1500.00	1500.00	1500.00
Contingency Fund 10%	2270.28	2270.28	TBD
Total	***24973.14***	***24973.14***	

Breakthrough CDC Hope for our Youth Campaign

Breakthrough CDC Board of Directors		
NAME	**ROLE**	**AFFILIATIONS**
Dr. Charles E. Gibson	Chairman	Valley Health System New Demention Bible College TransAmerica
Erica Hopkins	President	Californai State University Alumni Association Association of the United States Army Northrop Grumman Community Relations Committee Soropomist
Stan Rosendahl	Treasurer	Team Focus Youth Program
Kimberly Evans	Secretary	PCM Property Management University of Pheonix Menifee Neighborhood Association
Anne Unmatch	Board Member	Project Touch Tarbell Realestate
Alonda Bonner	Interim Historian	Community Action Partnership Project BLISS Indivdiual Development Account Program Shea Realestate Company
Bijohn Slack	Sergent of Arms	Fullerton College Chorus Moreno Valley Chior

MV00101727

Erica Hopkins

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 30 2010

BREAKTHROUGH COMMUNITY DEVELOPMENT
CORPORATION
C/O ERICA HOPKINS
22620 GOLDENCREST DR STE 120-124
MORENO VALLEY, CA 92553

Employer Identification Number:
26-3386105
DLN:
600147042
Contact Person:
NANCY L HEAGNEY ID# 31306
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 6, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

MV00101728

BREAKTHROUGH COMMUNITY DEVELOPMENT

Sincerely,

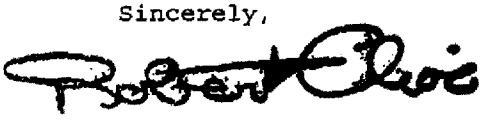

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Rental Contract / Grand Valley Ballroom

Moreno Valley Conference & Recreation Center
Grand Valley Ball Room
14075 Frederick Street
Moreno Valley, CA 92553
Banquet Coordinator: Dave Flowers (951) 413-3280
User: davef
Printed: 17-Mar-11, 03:27 PM

Contract #: **18840** **User:** **davef**
Date: **16-Feb-11** **Status:** **Tentative**

City of Moreno Valley, Department of Parks and Community Services, 14075 Frederick, Moreno Valley, CA 92553 hereby grants City Council Offices hereinafter called the "Licensee" represented by Cindy Miller, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

I) Purpose of Use Social Function
Community Play

ii) Conditions of Use

Iii) Date(s) and Time(s) of Use # of Bookings: 2 Starting: Sat May 21, 11 12:00 PM Expected: 500
Ending: Sat May 21, 11 06:00 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Conference & Recreation Center - Grand Valley Ballroom Small Patio	Sat	21-May-11	12:00 PM	21-May-11	05:00 PM	1,500.00	$393.00	$0.00	$1,893.00
Conference & Recreation Center - Alessandro A & B	Sat	21-May-11	12:00 PM	21-May-11	06:00 PM	$72.00	$75.00	$0.00	$147.00

iv) Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge	Tax	Total
Conf & Rec Carpet Fee	5:00	1	$30.00	$0.00	$30.00
Conf & Rec Cleaning	5:00	1	$170.00	$0.00	$170.00
Conf & Rec Cleaning Alessandro	6:00	1	$50.00	$0.00	$50.00
Conf & Rec Microphone (cordless)	5:00	4	$100.00	$0.00	$100.00
Conf & Rec Set-Up/Decorating Time	11:00	4	$118.00	$0.00	$118.00
	32:00	11	$468.00	$0.00	$468.00

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
$1,572.00	$468.00	$0.00	$2,040.00	$0.00	$0.00	$2,040.00	$0.00

Balance of rental due and payable immediately

Cancellation of Grand Valley Ballroom Permit by Applicant:

Cancellations for the Grand Valley Ballroom shall adhere to the following:

* Reservations cancelled shall not receive a refund of any of the deposit .
* Reservations cancelled five (5) to thirty one (32) days prior to the scheduled date of event shall not receive a refund of the deposit and shall be charged for 50% of the rental contract.
* Reservation cancelled less than five (5) working days from the scheduled date of event receive no refund of the deposit and no refund of the rental contract.

X: _____
Cindy Miller
City Council Offices
14177 Frederick Street
Moreno Valley CA 92553
USA
Home: ()
Fax: ()
Business: (951)413-3006

X: _____
Name: Dave Flowers
Title: Banquet Coordinator
of Moreno Valley, Department of Parks and Community Servi

Attachment 2

Rental Contract / Grand Valley Ballroom

Contract #: **18840**
Date: **16-Feb-11**

User: **davef**
Status: **Tentative**

Date: _____ Date: 3-17-2011

Moreno Valley Conference and Recreation Center

APPLICATION REQUEST FORM

Sponsoring Group or Organization: City of Moreno Valley

Event Date: 5/21/11 Saturday

Rental Applicant (Print): Cindy Miller Home #: 413 3006

Decorating Time: From 10:00am To 12:00pm

Address: 14177 Frederick Street Work #: x

Event Time: 12:00pm 5:00pm

City / Zip: Moreno Valley Ca 92552 Cell #: x

Take Down: 5:00pm 6:00pm

Insurance Company: E-Mail: Contract #:

Room Request: [X] Ballroom/Small Patio [ ] Ballroom/Large Patio

# of Attendees: 600

Alcohol: [ ] Yes [X] No (ABC licence and Insurance is required.)

Description of Event: Community Event

Special Requests: x

Additional Comments: 15- 6' tables on the Patio Client to provide chairs on patio and easy ups if necessary.

Name of Caterer:

[ ] License, Permits and Insurance required

Name of Bartender Service:

[ ] License, Permits and Insurance required

Smoking is only permitted in designated smoking areas (Ordinance No. CSD 52).

***** All fees and conditions must be met at least 30 working days prior to event.**

Insurance and cleaning fees are subject to change.

The 750.00 deposit is non refundable if you cancel the event any time prior to your function. (See Rules and Guidelines for details)

Signature of Rental Applicant: Date:

OFFICIAL SPACE ONLY

FEES	FEE DESCRIPTION	FEES	FEE DESCRIPTION
waived	Deposit	$ 100.00	Wireless Microphones $25 x 4
$ 1,500.00	Rental $300 x 5		Video Data Projector $25.00
$ 250.00	Cleaning Fee	$	Audio Visual Tech $35/hr x
	Security Fee	$	Deluxe Sound System $100.00
$ 93.00	Set up/tear down $31/hr x 3	$	Piano $50.00
By Client	Insurance	$ 72.00	Alessandro A & B $12 x 6 hrs
	Dance Floor $200.00	$ 25.00	Set up Alessandro Room

$ 2,040.00 **TOTAL AMOUNT DUE** waived Deposit $ 2,040.00 Balance Due

Authorized Signature: Dave Flowers / Banquet Facilities Coordinator 3-17-2011

Print / Signature / Title

[ ] Approved Date:

[ ] Disapproved Date: Reason: Cecilia Gonzales

Breakthrough Community Development Corporation (BCDC)
22620 Goldencrest #120
Moreno Valley, CA 92553

Purpose:
Breakthrough Community Development Corporation - Hope for our Youth Campaign (HYC)

A Stop the Violence Initiative

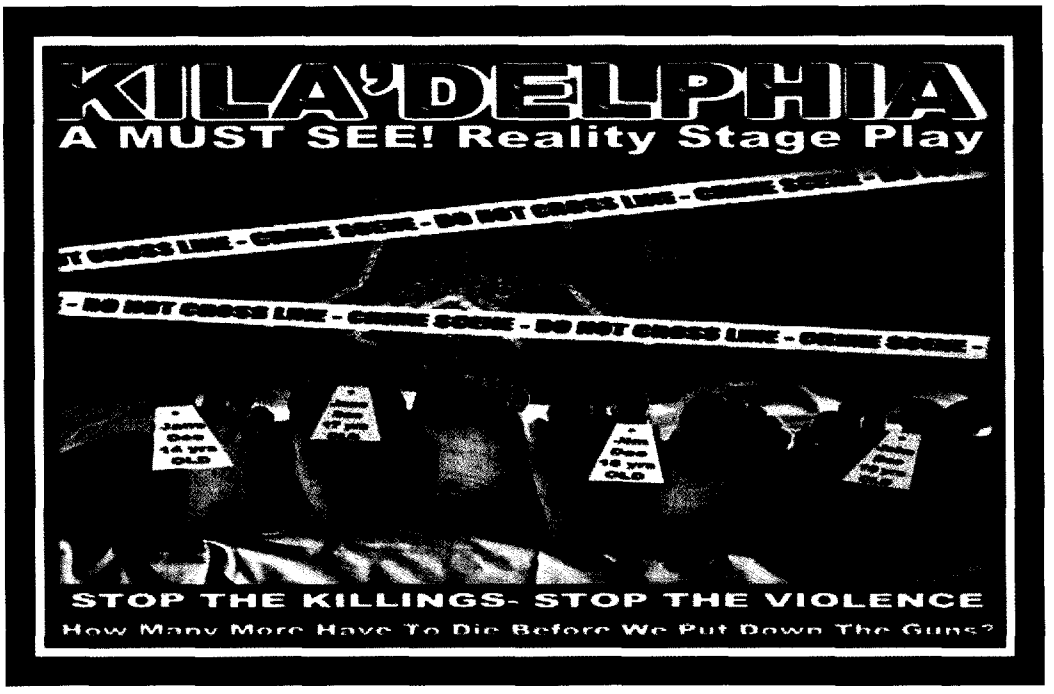

Proposal Submitted to:
Council Woman, Robin Hastings, City of Moreno Valley
Police Chief, John Anderson, Moreno Valley Police Department
Kenn Young, Superintendent Riverside County Schools

Submitted by:
Board of Directors
Breakthrough Community Development Corporation

Dr. Charles Edward Gibson, Chairman of the Board
Erica Hopkins, Breakthrough CDC President

February 4, 2011

Attachment 3

Breakthrough Mission:

Breakthrough Community Development Corporation is a nonprofit public benefit organization whose mission is to build strong communities through neighborhood revitalization, affordable housing development and economic empowerment. Founded in March of 2009 by Dr. Charles Edward Gibson, the organization achieves its mission through public and private partnerships and the implementation of effective programs designed to inspire, empower and provoke social change.

Breakthrough Vision:

The vision of the Breakthrough Community Development Corporation is to be the conduit that facilitates positive change in the community, addressing all the components that create a thriving community including housing, education, finance, and social development.

PROGRAM DESCRIPTION:
Hope for our Youth Campaign (HYC)

There has been an increase in criminal activity amongst our youth in Riverside and San Bernardino counties including: gang violence, school shootings, rape, robbery, tagging and other senseless acts of violence. These activities stem from various ailments that plague our community like bullying, peer pressure, drug addiction, alcoholism, promiscuity, teenage pregnancy, AIDS, sexually transmitted diseases, suicide, depression, domestic violence and lack of parent/child communication. Although there are programs and services available to address these issues, more needs to be done on a level that speaks directly to our youth who fall victim to these ailments.

Hope for our Youth Campaign (HYC) is an initiative designed to bring awareness to the above issues and provide resources and supportive services, as well as, a campaign to get guns off our streets. How many more young people have to die before we, as a community, come together to provide help, support and resources for our children, our nieces, our nephews, and our neighbor's children? HYC seeks to develop a local collaboration with the City of Moreno Valley, the Moreno Valley Police Department, the Moreno Valley School District, the Val Verde School District and local businesses with one common goal, and that is to provide "Hope for our Youth."

PROGRAM OBJECTIVE:

The primary objective of the HYC collaborative is to bring together key community resources in order to address some of the issues our youth face including: gang violence, drug addiction, AIDS, suicide, depression, and other ailments that hinder their success. Viable resources such as mental health counseling, drug intervention, suicide prevention information, spiritual counseling, gang intervention, AIDS testing and counseling, as well as mentoring and encouragement are available in this community. HYC will facilitate bringing these resources together under one roof, during a day of "Hope for our Youth." Local governments, businesses and community based organizations will be asked to support the HYC initiative by participating in the Community Resource Fair component. Organizations such as Riverside County Health Department will be asked to provide staff, information, and resources to address AIDS and STD's during the one-half day Community Resource Fair component of the HYC initiative. A key objective of the Community Resource Fair component is to provide information and resources to a diverse group of youth between the ages of 12 – 25 years old, residing in Moreno Valley and neighboring cities. The key message to our youth is "Hope and Help" is available. Organizations that we will be asking to participate in the Community Resource Fair include but are not limited to: Riverside County Department of Mental Health, the Riverside County Health Department, the Moreno Valley Police Department Anti-Gang Task Force, 7 Habits of Highly Effective Teens Program, Breakthrough Church of God and Christ, Victory Outreach Drug Treatment Program, Cross Word Christian Church, Moreno Valley School District Counselors, Val Verde School District Counselors, Team Focus, Riverside County Superintendent of Schools, and Moreno Valley Parks & Recreation.

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The secondary objective is to reach our youth on a level in which they can relate through drama and art. Breakthrough CDC has teamed up with Demarco Plays LLC to bring a national acclaimed reality stage play to the community. The play is entitled Kila Delphia. It is about the plight of three young men who grow up without a father in the home and are left to make difficult decision without proper guidance from their father. The play was written by Antwan Demarco, who grew up in Philadelphia where over 1,500 murders took place in a 3 year period; 17 of those brutally murdered of friends of Demarco. As a result, Demarco vowed to bring awareness to the senseless killings and acts of violence. As Demarco put it, "It is time to "Stop the Violence." The play addresses many of the issues such as gang violence, school shootings, rape, robbery, tagging and other senseless acts that lead to a lifestyle of crime. These activities stem from various ailments that plague our community like bullying, peer pressure, drug addition, alcoholism, promiscuity, teenage pregnancy, AIDS, sexually transmitted diseases, suicide, depression, domestic violence and lack of parent/child communication. The play is designed to capture the very heart of soul of our youth before it is too late. The play also illustrates the quandary of dysfunctional family structures. Play enthusiast have made comments like, "I saw myself, my mother and my brother in the play." The play provokes change and provides a platform for ushering discussions as a pathway for help and healing the dysfunctional family structure.

The final and most important objective of the HYC collaborative is to get guns of the street. This initiative is what we are calling our "Community 3G Network." 3G stands for Guns Gotta Go. With the recent school shooting in Riverside County, San Bernardino County and Los Angeles County, it is time to get guns off the street. Breakthrough CDC is partnering with the Moreno Valley Police Department in an effort to reduce the number of guns on the streets. During the Day of Hope for Our Youth, the police department will implement an amnesty program where a person can turn in their gun(s) with no questions asked. This is similar to initiatives done in Los Angeles County which resulted in hundreds of guns being taken off the street. The plan is for the Moreno Valley Police Department in conjunction with the Riverside County Sheriff's Department, facilitate the receipt of guns turned in during the HYC event.

PARTNER ROLES/RESPONSIBLITIES:

Breakthrough CDC

- Facilitate Overall HYC Collaborative
  - Develop and implement Partnership MOU between Breakthrough CDC and:
    - City of Moreno Valley, Moreno Valley Police Department, Riverside County Superintendent
  - Develop sponsorship forms and distribute to collaborative partners
  - Develop flyers, press release, and marketing tools
  - Enlist support of elected officials (Senator Bill Emerson, Congresswoman Bono, etc.)
  - Secure event sponsors, donations, and raffle prizes
  - Bring Kila Delphia reality stage production to venue location
  - Market and promote event to community
  - Provide on-sight staff including: Community Resource Fair Coordinator, Stage Play Coordinator, Community 3G Network Liaison.
  - Provide food for event
  - Provide raffle prizes for event
  - Secure community resources to participate in Community Resource Fair component
    - Department of Mental Health, Riverside County Health Department, Gang Intervention Resources, Domestic Violence Awareness Team, Suicide Prevention, Victory Outreach Drug Treatment Program, 7 Habits of Highly Effective Teen, etc., Team Focus, etc.

City of Moreno Valley

- Primary Sponsor of Event
  - Support HYC Collaborative
  - Provide location for venue i.e. Moreno Valley Conference Center
  - Provide Audio Visual equipment for stage play
  - Approve all event flyers, press release, and marketing items
  - Secure event sponsor, donations, and raffle prizes

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- Market and promote event to the community
  - TV 3, City Website, Chamber of Commerce, etc.

Moreno Valley Police Department

- Community 3G Network Primary Facilitator – Guns Gotta Go (3G)
  - Support HYC Collaborative
  - Facilitate effort to get guns off the street
  - Invoke Amnesty Program
    - Receive all guns turned in during the on the Day of Hope for our Youth Event, no questions asked
  - Secure funding support (if possible) through grants and / or other funding resources
    - Purpose of funding:
      - Give $100.00 to all those turning in a gun
      - Secure raffle prizes, etc.
      - Offset other cost i.e. police support, security, etc.
  - Market and promote event to the community
  - Enlist support of Riverside County Sherriff
  - Work with Breakthrough CDC 3G Network Coordinator

Riverside County Superintendent of Schools – Kenn Young

- School District Representative
  - Support HYC Collaborative
  - Enlist support of local school district superintendents
    - Moreno Valley School District
    - Val Verde School District
  - Promote event within schools and local community
  - Provide information on available resources for the youth during Community Resource Fair component of the event
  - Participate in kick off of event
  - Secure funding support (if possible) through grants, private donations, and / or other funding resources

PROPOSED VENUE:

DATE: Saturday, April 30th 2011

TIME: 1:00 PM – 4:00 PM

LOCATION: Moreno Valley Conference and Recreation Center
14075 Frederick St., Moreno Valley, CA, 92552

Room A – Main Room (Seating for 600)

- Event Kick off
- Reality Stage Play
- Food

Room B – Community Resource Fair Component

- 6 Foot Tables w/2 Chairs for each support organization
- Space/booths for 15 organizations

Room C – 3G Network – (Turn in Your Gun)

- 6 Foot Tables w/2 Chairs for Moreno Valley Police Department
- Bin for guns
- 3-4 Space/booths for turning in guns and receiving $100.00 (or gift card)

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PROJECT GOALS:

The goal of HYC is to provide the above venue at no cost to the participants. We endeavor to make this event "free" for the entire community, while simultaneously sending a clear message of Hope for our Youth. In addition, we want to get guns off the streets and out of the hands of juveniles. The normal cost to attend the reality stage play is $12.00 per person. Our goal is to secure enough grant funding/donations to provide 600 free seats as well as free food for all participants. In addition, our goal is to get a minimum of 100 guns office the street and provide $100.00 cash and/or a gift card for every person who turns in a gun. Our ultimate goal is to reach a minimum of 600 people from all age ranges and provide vital resources and information in order to help facilitate positive change in our community. Another goal is to raffle off significant prizes such as an iPAD, a Flat Screen TV, and a laptop computer. One prize will be raffled off to those who attend the Kila Delphia reality stage play, while the other prize will be raffled off to those who visit the Community Resource Fair. Raffle tickets will be used to track participation and measure outcomes, as specified below:

PROJECTED OUTCOMES:

The projected outcomes for this venue are as follows:

- 100 guns will be taken off the street
- 600 community members will be exposed to the reality of the issues that affect our youth
- 300 community members will receive information and resources for help and hope

PROJECT EVALUATION CRITERIA:

- Number of guns collected through Moreno Valley Police Department 3G Network
    - Log identifying each gun collected during event
    - Gift cards and/or cash issued for each gun
- Number of community participants that attend the Kila Delphia Reality Stage Play
    - Sign In Sheet will identify number of participants
    - Raffle tickets to be given to all attendees
        - Raffle Prize – iPAD (if funding/donation allows)
- Number of community members that obtain information from Community Resource Fair
    - Each resource table will log number of people who visit their booth via raffle ticket and giveaways
        - Raffle ticket will be given to each person that obtains information from each booth
            - Raffle Prize – Flat Screen TV or Lap top computer

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PROJECT BUDGET:

Budget Summary

	Total	Total Requested	Total Donated
I. Personnel /Administrative			
A. Volunteer Stipend (3 Lead Positions)	300.00	300.00	TBD
B. Ticket Cost ($12.00 each x 600 seats)	7,200.00	7,200.00	TBD
Ticket Cost cover administrative fees and Kila Delphia production cost.			
II. Non-Personnel			
A. Space Costs (donated by city)	TBD	TBD	TBD
B. Marketing, Advertising Cost	2,000.00	2,00.00	- 0 -
C. Gun Fund (100 guns @ $100.00 each)	10,000.00	10,000.00	- 0 -
D. Food catering for 700 ($2.86 per person)	2,000	2,000.00	- 0 -
E. Decorations (balloons, table clothes, poster, etc.)	500.00	500.00	- 0 -
F. Raffle Prizes (iPAD, Flat Screen TV, Computer)	1,000.00	1,000.00	- 0 -
Contingency Fund 10%	2,000	2,000	
Total this Grant	**$25,000.00**	**$25,000.00**	**$TBD**

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CITY SPONSORSHIP

PURPOSE: City sponsorship is provided for the purpose of aiding eligible organizations in providing worthwhile community events by paying a portion of the costs and receiving positive publicity for the City. The purpose of this policy is to set forth criteria to be met by the applicant prior to consideration of the request for sponsorship, as well as policies and procedures to be followed by the City in acting on the request for sponsorship.

POLICY:

I. Sponsorship

The City of Moreno Valley receives numerous requests to sponsor or co-sponsor events, activities, individuals or groups. The City has limited resources available for these sponsorship opportunities. For that reason, it is the City's policy to only sponsor or co-sponsor cultural or recreational events provided to the community by non-profit organizations existing pursuant to Internal Revenue Code Section 501(c)(3) or (4) that are located within the City. Sponsorship is a discretionary act of the City that confers no legal rights in the sponsorship proceeds or assistance prior to actual delivery by the City. No organization shall receive any City sponsorship proceeds or assistance unless and until it meets all of the criteria and satisfies all of the conditions contained within this policy and said sponsorship requester has submitted a completed application packet to the satisfaction of the City Manager. Upon approval of the Sponsorship Application packet, the sponsorship request will be forwarded to the City Council for review and consideration.

II. Organization Eligibility

Criteria for organization eligibility for City sponsorship is as follows:

A. Applicant must be organized and existing pursuant to Internal Revenue Code Section 501(c)(3) or (4).

B. Applicant must have as its primary purpose charity, youth development, cultural enrichment, or civic improvement.

C. Applicant must be located within the City and providing services or benefits to the community.

D. Applicant must complete and comply with the application process.

E. Applicant must demonstrate a need for City sponsorship.

F. Past events by the applicant must have complied with City requirements and have been free of significant problems.

G. Applicant must have a valid City Business License.

III. Event Eligibility

Criteria for event eligibility are as follows:

A. Fundraising shall not be the primary purpose of the event.

B. Cultural or recreational events only.

C. Past similar events by the applicant must have complied with City requirements and have been free of

significant problems.

D. Open to the general public without qualification and must be widely publicized.

E. Located within the City including the City sphere of influence March Air Reserve Base, March Joint Powers Authority property, and Box Springs Park.

IV. Sponsorship Limitations

Sponsorship proceeds or assistance shall not result in any money being actually given to or paid in behalf of the event organizer. Sponsored events will only receive a "line of credit" with the City that will allow the group to receive credits of City costs up to the designated amount of the sponsorship for the event. Eligible City costs that can be offset by the sponsorship proceeds or assistance up to the maximum amount of the sponsorship are limited to the following:

A. Mobile stage rental. (A monetary deposit by the applicant will be required.)

B. Facility rental. (A monetary deposit by the applicant will be required.)

C. Light or electric pole use in City parks.

D. City Permits.

E. Public Safety Services.

F. City Staff.

V. Sponsorship Amounts

The amount of sponsorship proceeds or assistance shall be determined as follows:

A. Depending on availability of resources, the City will budget $5,000 per fiscal year to be used for sponsorship opportunities.

B. The maximum sponsorship for any qualified organization and event shall not exceed $2,500 per fiscal year.

C. The maximum amount of sponsorship shall be directly proportional to the total attendance of the public at the sponsored event as follows:

1. 250 - 500 in attendance = $500 per event.

2. 501 - 750 in attendance = $750 per event.

3. 751 - 1,000 in attendance = $1,000 per event.

4. Over 1,001 in attendance = $2,500 per event.

In no case shall the sponsorship amount exceed fifty percent (50%) of the funds raised for the event.

D. Sponsorship amounts or assistance shall not be utilized to cover the cost of insurance.

VI. Application Process

A. Submit a completed City application (Attachment A) for sponsorship at least 90 calendar days prior to the event date. Failure to comply with this requirement shall be automatic grounds for denying sponsorship. The application shall include a detailed description or listing of the estimated funds, in-kind donations and/or other assistance the organization will receive to support the organization and/or event.

B. A completed application means completion of the City application for sponsorship, attachment of all required additional documentation, payment of all fees, if applicable, and submission of whatever other information and/or documentation that may be requested by the City to make an informed decision.

C. Incomplete applications shall not be eligible for City sponsorship.

D. Applicants shall receive a copy of this policy at the time an application is made to the City.

VII. Approval

A. A determination shall be made by the City Manager or his/her designee, within 30 calendar days after submission of an application for sponsorship as to its completeness.

B. The City Manager shall refer the request for sponsorship to the City Council for determination. Determinations on requests for sponsorship shall be made within 30 calendar days after submission of a completed application.

C. All decisions of the City Council regarding sponsorship shall be final.

VIII. Other Requirements

A. Applicant must agree in writing to defend and indemnify the City, the Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and their officers, employees and agents from and against any and all liability and claims of liability arising out of or otherwise arising from the event.

B. Applicant shall submit to the City at least 10 calendar days prior to the event an event implementation plan, if requested by the City. The event implementation plan shall address in detail all issues requested by the City.

C. Applicant shall agree to list the City of Moreno Valley as an official sponsor of the event in all promotion of the event. Failure to do so shall result in termination of the sponsorship and repayment to the City the monetary value of all sponsorship proceeds or assistance delivered to the applicant or for the event.

D. Applicant shall coordinate and work directly with the City Manager or his/her designee for use of the City name and City logo.

E. Applicant must have adequate public liability and other necessary insurance for the event as required by and in accordance with City insurance requirements or as otherwise determined necessary by the City Risk Manager.

F. All insurance must be issued by a company authorized and licensed to do business within the State of California and has a Best's Insurance Rating of A-, VII, or better to be acceptable to the City.

G. City, the Moreno Valley Community Services District, the Moreno Valley Community Redevelopment Agency, and their officers, employees, and agents must be named as additional insured on all policies of insurance.

H. Applicant must provide City with insurance certificates and valid additional insured endorsements or other appropriate insurance binder 15 calendar days prior to the date of the sponsored event.

I. Applicant shall provide the City with a detailed accounting of all expenses and funds, in-kind donations, and/or other assistance collected for the organization and/or event within 90 days following the event. Failure to provide the required information would deem the organization and/or event ineligible for City sponsorship in the future.

IX. Sponsorship Not Subject To This Policy

This policy shall not apply to events or organizations that are specifically budgeted for in the City's Annual Budget.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS

Developer: Western Pacific Housing
2280 Wardlow Circle
Suite 100
Corona, CA 92880

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760.

2. Authorize the Mayor to execute the agreement in the form attached hereto.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Conditions of Approval for Tracts 22709, 22709-1, 31128, 31129, and 35760 require that the developer make certain public improvements to a segment of the large earthen channel adjacent to the projects from Moreno Beach Drive west to and under Oliver Street, for purposes of flood protection. The channel is the Riverside County Flood Control and Water Conservation District Master Drainage Plan Channel "F". Through a series of events that occurred several years ago, both the Department of Fish and Game and the U.S. Army Corps of Engineers became involved and have required the developer to obtain a permit from each regulatory agency. As conditions of said permits, the developer was required to install and manage the landscaping within the limits of that portion of Channel "F" to the specifications of each agency. The landscaping received oversight from a certified biologist and regular efforts are made to maintain the landscaping to the satisfaction of the agencies during the five-year 'grow-in' period. Per the regulatory agencies there are approximately two years remaining before the landscaping will be fully established and the permits released.

To ensure that the landscaping continues to be maintained through the establishment period, the developer has provided a surety to cover two years worth of maintenance efforts.

DISCUSSION

The developer of this project has completed and submitted a Maintenance Agreement for Public Improvements for the Promotory Park and Celebrations project, known as Tracts 22709, 22709-1, 31128, 31129, and 35760. The developer agrees to maintain improvements for a period of twenty-four (24) months from the date the agreement is executed or until such time as all involved regulatory agencies have accepted the channel and released the developer from the regulatory permits. The improvements include the maintenance of the Moreno Beach Channel known as Channel "F". Accompanying the agreement is an Irrevocable Letter of Credit as Faithful Performance security in the amount of $846,000 issued by JPMorgan Chase Bank. The Finance Director has determined that JPMorgan Chase Bank meets the minimum financial strength and stability to meet the obligations of the irrevocable letters of credit.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS/EXHIBITS

Exhibit “A” – Agreement for Public Improvements
Exhibit “B” – Irrevocable Letter of Credit as Faithful Performance Security

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\4-12-11- DR Horton Channel Maint - Orig Agrmnt & LOC.doc

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR MAINTENANCE OF PUBLIC IMPROVEMENTS FOR PROMOTORY PARK AND CELEBRATIONS PROJECT TRACT NUMBERS 22709, 22709-1, 31128, 31129, AND 35760

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and **Western Pacific Housing, Inc. A Delaware Corporation**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval of the Moreno Beach Channel (Flood Control District Master Drainage Line F) within the Promotory Park and Celebrations Project, known as **Tract Maps 22709, 22709-1, 31128, 31129, AND 35760** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and during the next **TWENTY-FOUR (24)** months from the date this Agreement is executed or until such time that all regulatory permits are released, to perform and complete in a good and workmanlike manner, all of the required maintenance in accordance with those improvement plans and in accordance with the biologist and regulatory permit directions, for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City

Security to guarantee the performance of this agreement shall be in the following amount:

Faithful Performance security shall be in the sum of **EIGHT HUNDRED FORTY-SIX THOUSAND DOLLARS AND NO/100** Dollars (*****$846,000*****). The estimated cost of said work and improvements is outlined in the worksheet labeled Exhibit A attached hereto.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

Exhibit "A"

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of the security or the amount of the bonds or both.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Western Pacific Housing, Inc. A Delaware Corporation
2280 Wardlow Circle,
Suite 100
Corona, CA 92880

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Western Pacific Housing, Inc. A Delaware Corporation:
Developer

BY: _____
Signature

Barbara M. Murakami
Print/Type Name

Asst. Vice President
Title

BY: _____
Signature

Keith Alex
Print/Type Name

Vice President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 5 APR 2011

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: TR 22709, 22709-1, 31128, 31129, & 35760

DATE: 03/01/11
PREPARED BY: Liz Plazola

IMPROVEMENT TYPE:

MITIGATION MONITORING SERVICES	$42,000
CHANNEL MAINTENANCE	$369,000
CHANNEL CLEARING	$405,000
SURVEYING, CERTIFICATION, & MEETINGS	$30,000
TOTAL COST (VALUE) OF IMPROVEMENTS:	$846,000

BOND AMOUNT: **$846,000**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On March 1, 2011 (Date) before me, Jennifer L. O'Leary, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Barbara M. Murakami and Keith Alex (Name(s) of Signer(s))
Asst. Vice President Vice President

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JENNIFER L. O'LEARY
Commission # 1881923
Notary Public - California
Riverside County
My Comm. Expires Mar 23, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer L. O'Leary (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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JPMorganChase

JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

MAR 14, 2011
OUR L/C NO.: TFTS-913906

AMENDMENT NO.: 1

TO:
CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

APPLICANT:
WESTERN PACIFIC HOUSING, INC.
2280 WARDLOW CIRLCE
SUITE 100
CORONA, CA 92880

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE: NONREF

APPLICANT'S NAME AND ADDRESS ARE CHANGED TO
WESTERN PACIFIC HOUSING, INC.
2280 WARDLOW CIRLCE
SUITE 100
CORONA, CA 92880

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

AUTHORIZED SIGNATURE

RALPH T. DAVIS
ASSISTANT VICE PRESIDENT

170812 Arelis Rivera

Exhibit "B"

JPMorganChase

JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

FEB 28 2011

FEB 25, 2011
OUR L/C NO.: TFTS-913906

BENEFICIARY:
CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

APPLICANT:
D.R. HORTON, INC.
301 COMMERCE STREET
SUITE 500
FORT WORTH, TX 76102

AMOUNT: USD846,000.00
(EIGHT HUNDRED FORTY SIX THOUSAND AND 00/100 UNITED STATES DOLLARS)

DATE AND PLACE OF EXPIRY:
FEBRUARY 28, 2012
AT OUR COUNTERS

LADIES AND GENTLEMEN:
WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR AVAILABLE FOR PAYMENT UPON PRESENTATION OF BENEFICIARY'S SIGHT DRAFT(S) DRAWN ON JPMORGAN CHASE BANK, N.A., WHEN ACCOMPANIED BY THE ORIGINAL OF THIS CREDIT.

SPECIAL CONDITIONS:

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT IS NOT TRANSFERABLE.

DRAFT(S) MUST BE MARKED: ''DRAWN UNDER JPMORGAN CHASE BANK, N.A., LETTER OF CREDIT NO. TFTS-913906''.

WE ARE INFORMED BY THE APPLICANT FOR INFORMATIONAL PURPOSES ONLY THAT THIS LETTER OF CREDIT IS BEING ISSUED TO COVER THE MAINTENANCE OF THE EXISTING LINE F CHANNEL UNTIL SUCH TIME AS THE REGULATORY AGENCIES ACCEPT IT AS COMPLETE AND CLOSE OUT THEIR RESPECTIVE PERMITS, PER THE DEVELOPMENT AGREEMENT.

161537 Areliis Rivera

JPMorganChase

JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

FEB 25, 2011
OUR L/C NO.: TFTS-913906

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH ALL THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TO JPMORGAN CHASE BANK, N.A., C/O JPMORGAN TREASURY SERVICES, ATTN: STANDBY LETTER OF CREDIT DEPT., 10420 HIGHLAND MANOR DRIVE, 4TH FL., TAMPA, FLORIDA 33610 ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE OF THIS LETTER OF CREDIT.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION PLEASE CONTACT OUR CUSTOMER INQUIRY, THEIR NUMBER IS 1-800-634-1969, CHOOSE OPTION 1. E-MAIL ADDRESS IS: GTS.CLIENT.SERVICES@JPMCHASE.COM. PLEASE HAVE OUR REFERENCE NUMBER AVAILABLE WHEN YOU CONTACT US.

AUTHORIZED SIGNATURE

Jon P. Pierson
Assistant Vice President

161537 Arelis Rivera

JPMORGAN CHASE & CO.

SECRETARY'S CERTIFICATE

I, Nicole Hewitt, do hereby certify that I am a duly elected and qualified Assistant Vice President and Assistant Secretary of JPMorgan Chase Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America (the "Bank") and that set forth below is a true and correct copy of resolutions duly adopted by the directors of the Bank pursuant to a unanimous written consent, effective as of March 29, 2010. I further certify that said resolutions, at the date hereof, are still in full force and effect.

RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the "Bank"), and any other contracts, instruments or documents in connection with the conduct of the business of the Bank, whether or not specified in the resolutions of the Bank's Board of Directors (the "Board") may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Vice President or any Assistant Secretary; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank's affiliates or subsidiaries ("Support Documents") may be executed only where consistent with such resolutions of the Board dated March 29, 2010, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates;

RESOLVED that powers of attorney may be executed on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director or any other officer having a functional title or official status which is at least equivalent to any of the foregoing; provided, however, that such powers of attorney may not provide authority for signing Support Documents except as where consistent with such resolutions of the Board dated March 29, 2010, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates.

I further certify that Jon P. Pierson, with specimen signature as follows, has been duly empowered in accordance with the above resolutions to act in the name, and on behalf, of the Bank, specifically to execute in the name, and on behalf, of the Bank, standby letters of credit.

BY: Jon P. Pierson
NAME:
TITLE: Jon P. Pierson
Assistant Vice President

WITNESS my hand and the seal of JPMorgan Chase Bank, National Association, on the 9th day of March 2011.

N Hewitt
Nicole Hewitt

JPMCB NA IC Jon Pierson 3_29_10 resos 030911.doc

MINUTES - REGULAR MEETING OF MARCH 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

B.3 **REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)**

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

SEE AGENDA ITEM A.5

MINUTES - REGULAR MEETING OF MARCH 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF MARCH 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the Public Hearing and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeastern Calif Conf Sev Day Adventist—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014;
   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 484-030-015 and 488-210-014.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014;

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015 and 488-210-014.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Southeastern Calif Conf Sev Day Adventist Church (APN 484-030-015) and Buddhadhammo Temple (APN 488-210-014), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD median program specific to these projects, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 22, 2011 and the Public Hearing on April 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned

drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APNs 484-030-015 and 488-210-014 were estimated based on the proposed fully improved Alessandro Blvd. and Nason St. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APNs 484-030-015 and 488-210-014 shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing,** tabulate the ballots, verify, and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate and the annual charge for CSD Zone M to APNs 484-030-015 and 488-210-014 (and any division thereof). *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing,** tabulate the ballots, verify, or accept the result of the mail ballot proceedings for APNs 484-030-015 and 488-210-014. *This alternative would be contrary to Proposition 218 mandates.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Southeastern Calif Conf Sev Day Adventist Church APN 484-030-015 (and any division thereof)	$205 per parcel	$1,579.60
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	$205 per parcel	$1,254.11

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The Property Owners are being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the result of the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple.

NOTIFICATION

On February 8, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the Property Owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the March 22, 2011, Public Meeting and April 12, 2011, Public Hearing was published in The Press-Enterprise on March 3, 2011. Additionally, the Public Hearing notification was published on March 24 and on March 31, 2011.

ATTACHMENTS

Attachment 1: Southeastern Calif Conf Sev Day Adventist Church mail ballot packet
Attachment 2: Buddhadhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA08-0041 (Moreno Hills SDA Church)\Stfrpt PH 04.12.11.doc

TEL: 951.413.3480
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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Abel Cordero
c/o Southeastern Calif Conf Sev Day Adventist
26121 Camelot Ave
Loma Linda, CA 92354

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 484-030-015

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 484-030-015 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 484-030-015 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,579.60 for the proposed Alessandro Blvd. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 484-030-015 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

MV00101768

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 484-030-015

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 484-030-015, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 484-030-015, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
484-030-015 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 484-030-015

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 484-030-015 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,579.60 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 484-030-015, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
484-030-015 (and any division thereof)	☐	☐	$1,579.60

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

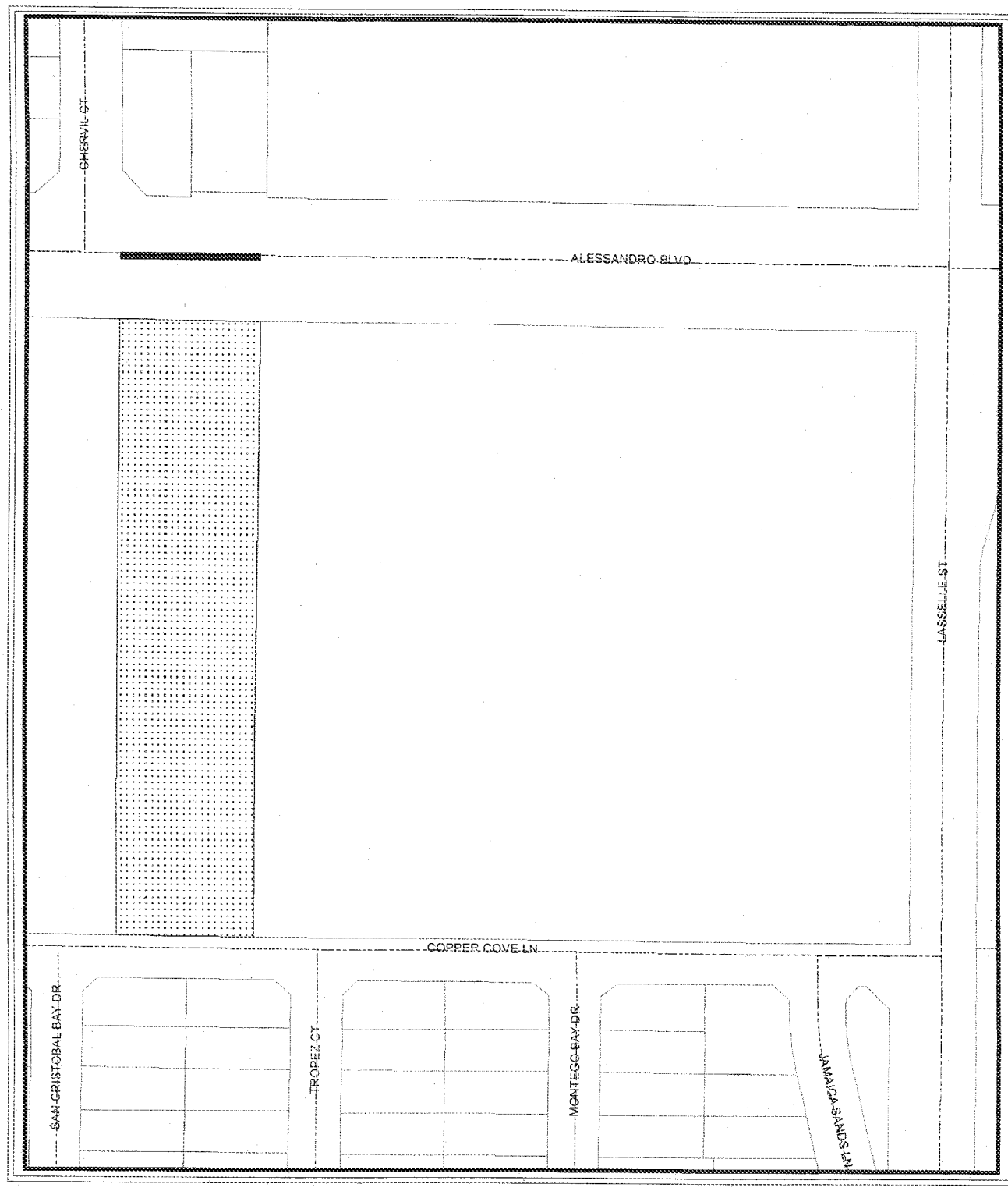

Moreno Hills SDA Church
APN 484-030-015

APN

- 484030015
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 75 150 225 300 Feet

G:\AVP\SDA\PA08-0041 Moreno Hills SDA.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00101771

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	Per Month $2.67	Per Year $32.00	PROPOSED PARCEL RATE	Per Month $12.58	Per Year $151.00

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00101772

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FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Albot Nikom
c/o Buddhadhammo Temple
13920 Nason St.
Moreno Valley, CA 92555

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 2

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,254.11 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

MV00101774

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	**Public Hearing**
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.

4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

MV00101776

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,254.11 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	☐	☐	$1,254.11

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 488-210-014, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

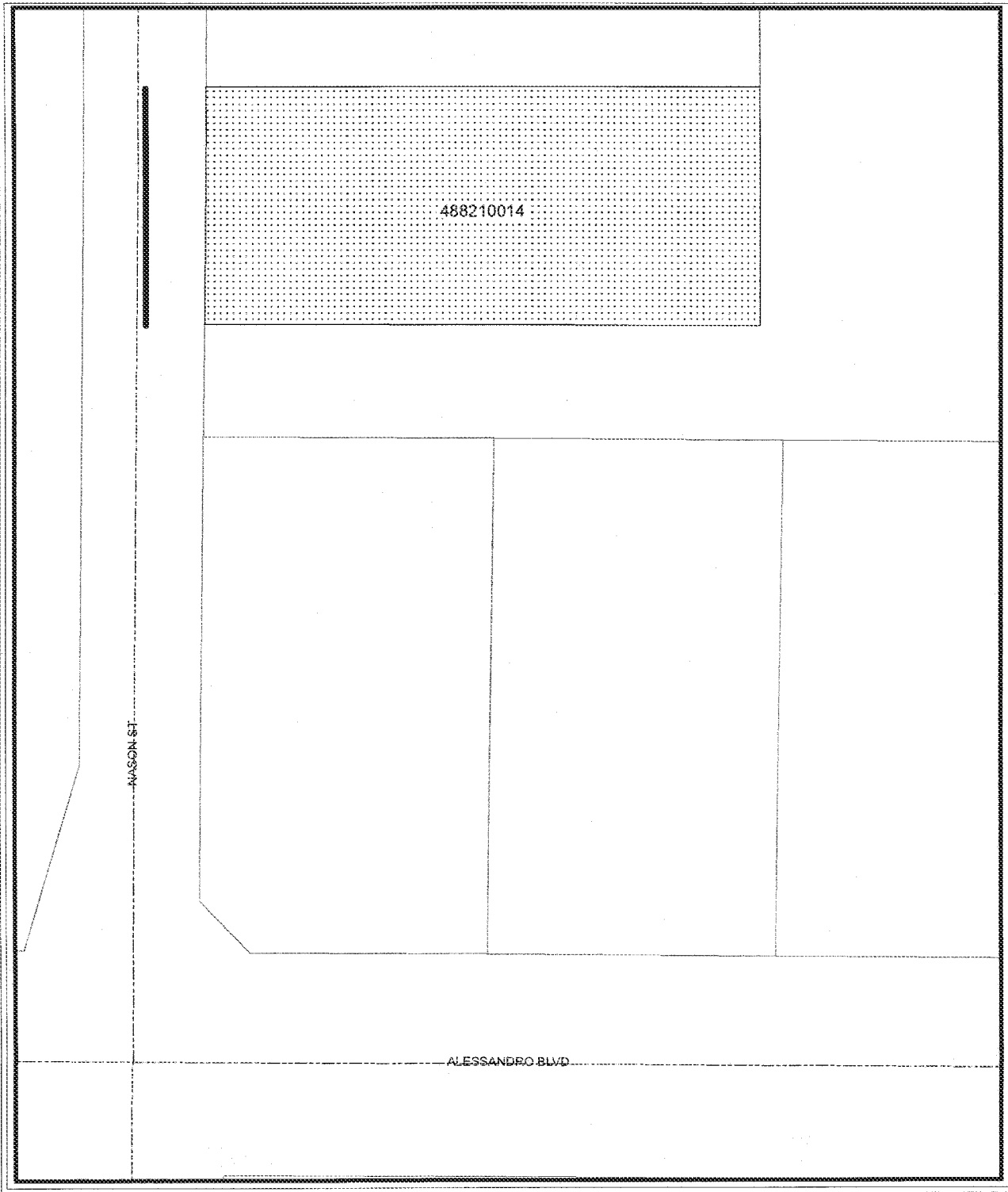

Buddhadhammo Temple
APN 488-210-014

APN

- 488210014
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 50 100 150 200 Feet

G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00101779

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00101780

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: The Mayor and City Council

FROM: Barry Foster, Economic Development Director

AGENDA DATE: April 12, 2011

TITLE: PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of multi-family housing revenue bonds to finance the acquisition, construction and development of a 77-unit multi-family rental housing project known as Hemlock Family Apartments.

2. Adopt Resolution 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the Community Redevelopment Agency of the City of Moreno Valley for Hemlock Family Apartments.

BACKGROUND

On March 8, 2011, the City and Redevelopment Agency Board (Agency) approved a Conditional Commitment Letter Agreement for the Agency, City and Rancho Belago Developers to work towards the development of a 77-unit affordable housing project that will be situated on Hemlock Avenue, just west of Perris Boulevard. The project as proposed by Rancho Belago Developers Inc. subsidiary, MV Hemlock Limited

Partnership, contains 77-units that will be restricted for low and very low income residents.

The approved Agreement provides for financial considerations for the project including:

- Reserving affordable/housing financial assistance for the Agency not to exceed $6,500,000, conditioned upon the project securing additional financing necessary for the project's completion.
- Reserving a deferred payment (residual receipts) loan from the City's HOME funds, not to exceed $1,000,000.
- Seeking to issue Multi-family Housing Revenue Bonds not to exceed $2,000,000.

DISCUSSION

The proposed resolution (see Attachment A) is necessary to insure a public hearing is held prior to considering the resolution and the issuance on the bonds in compliance with federal law. Rancho Belago Developers Inc. and its development subsidiary MV Hemlock LP will pursue the issuance of up to $20 million in bonds through the California Statewide Communities Development Authority. The bond funding in the amount not to exceed $20 million will be utilized to help with acquisition, construction and development of the 77-unit Hemlock Family Apartments project. The developer – MV Hemlock LP shall be solely responsible for the repayment of the Housing Revenue Bonds, through the California Statewide Communities Development Authority.

Issuing the bonds will achieve several positive results for the Agency, without it being responsible for repayment. The obligation to repay the bonds and provide the required security will be solely that of the developer - MV Hemlock Limited Partnership, not the Agency. The actual bonds will be issued at a later date upon the developer's securing all of its financing and entitlements.

Affordable Housing Goals
State law (Health and Safety Code Section 33413) requires that the Agency ensure that a portion of the housing developed and rehabilitated in the redevelopment area is available with affordable housing opportunities to low and moderate income households. The Hemlock Family Apartments Project would provide 77-units of affordable housing with covenants for 55 years. Because the project is situated within the redevelopment area, the Agency would get full credit for the affordable housing units created. Thus, 77-units would be credited toward the Agency's State-mandated affordable housing requirements. The project and its apartment units would also be applied toward the Agency's goal to assist in the development of affordable housing units identified in the adopted RDA Implementation.

ALTERNATIVES

1. Hold the public hearing and adopt Resolution 2011-32 to allow **the issuance of bonds by the California Statewide Communities Development Authority for the**

Hemlock Family Apartments. *Staff recommends this alternative because it will assist in the viability of the project and the development of additional affordable housing opportunities.*

2. Decline to hold the public hearing and adopt Resolution 2011-32. *Staff does not recommend this alternative because not to holding the public hearing and adopt the resolution could prevent this affordable project from happening.*

FISCAL IMPACT

Approval of **Attachment A** will allow the issuance of Multi-family Housing Revenue Bonds in an amount not to exceed $20 million. This action will have no impact on the financial viability of the Agency. The obligation to repay the bonds and provide the required security will be that of MV Hemlock Limited Partnership not the Agency. The issuance of the bonds and the contemplated financial assistance to this project has no impact on the City's General Fund.

SUMMARY

The Board of Directors of the Agency previously approved agreements with commitments funding resolutions to provide financial assistance conditioned upon the Hemlock Family Apartment Project securing additional financing necessary for the project's completion. This public hearing and resolution are necessary to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended for issuance of tax-exempt multi-family housing bonds.

NOTIFICATION

Notice of a public hearing with respect to the proposed issuance of the Bonds was published in a newspaper of general circulation in the City on March 27, 2011.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-32

_____
Department Head Approval
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE HEMLOCK FAMILY APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Moreno Valley (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, MV Hemlock, L.P., a limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $20,000,000 in outstanding aggregate principal amount, to finance the acquisition, construction and development of a 77-unit multifamily rental housing project located at Hemlock Avenue, west of Perris Blvd (APN# 481-322-045), Moreno Valley, California, generally known as Hemlock Family Apartments (the "Project") and operated by AWI Management Corp.; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on April 12, 2011, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City

Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Pozgaj Frank & Maria Family Trust (APN 486-240-009) and Ridge Moreno Valley (APNs 297-170-005 and 297-170-066), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program. Additionally, Pozgaj Frank & Maria Family Trust was conditioned to help support the CSD median program specific to this project, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on April 12, 2011 and the Public Hearing on April 26, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APN 486-240-009 was estimated based on the proposed fully improved Alessandro Blvd. and Moreno Beach Dr. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APN 486-240-009 shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for 1) Pozgaj Frank & Maria Family Trust for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charge for CSD Zone M and 2) Ridge Moreno Valley for approval of approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceedings for 1) Pozgaj Frank & Maria Family Trust for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charge for CSD Zone M and 2) Ridge Moreno Valley for approval of approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Pozgaj Frank & Maria Family Trust APN 486-240-009 (and any division thereof)	$205 per parcel	$9,830.39
Ridge Moreno Valley APN 297-170-005 (and any division thereof) APN 297-170-066 (and any division thereof)	 $205 per parcel $205 per parcel	 N/A N/A

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds

collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. Pozgaj Frank & Maria Family Trust is being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley.

NOTIFICATION

On February 28, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballot(s), and postage-paid envelopes for returning the ballot(s) to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the April 12, 2011, Public Meeting and April 26, 2011, Public Hearing was published in The Press-Enterprise on March 24, 2011. Additionally, the Public Hearing notification was published on April 7 and will be published again on April 14, 2011.

ATTACHMENTS

Attachment 1: Pozgaj Frank & Maria Family Trust mail ballot packet
Attachment 2: Ridge Moreno Valley mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA09-0043 (POZGAJ FRANK & MARIA FAMILY TRUST)\Stfrpt PM 04.12.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Pozgaj Frank & Maria Family Trust
10 Collegiate Cir
Rancho Mirage, CA 92270

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 486-240-009

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 486-240-009 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 486-240-009 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 for the proposed Alessandro Blvd. median is $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 486-240-009 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	**Public Hearing**
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 26, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property**. **Initials must be clearly printed and placed at the right top corner of the revised selection**.

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 486-240-009

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 486-240-009 (and any division thereof), **I approve** the annual CSD Zone M charge for FY 2010/11 for the proposed Alessandro Blvd. median of $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 486-240-009, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
486-240-009 (and any division thereof)	☐	☐	$9,830.39

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 486-240-009

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 486-240-009, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 486-240-009, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
486-240-009 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

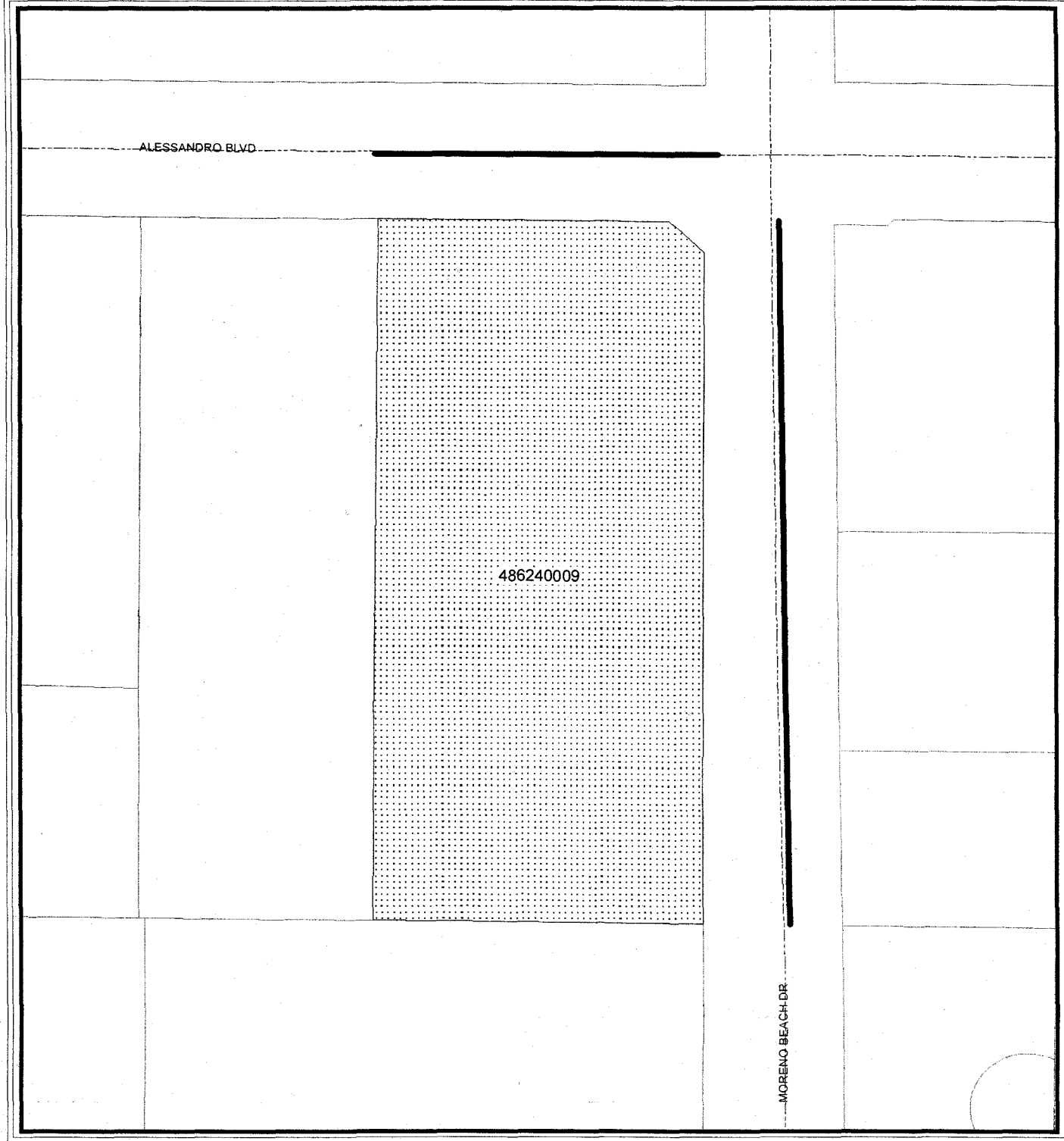

TPM 36262
APN 486-240-009

APN

- 486240009
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 22, 2011.

N

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00101801

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Ridge Moreno Valley
Attn: Dennis Rice
201 Covina Ave, Suite 8
Long Beach, CA 90803

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNS 297-170-005 AND 297-170-066

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 297-170-005 and 297-170-066 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

ATTACHMENT 2

Proposed Charge

For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 297-170-005 and 297-170-066 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval.

For More Information

If you have any questions about the proposed program, the annual charge, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

MV00101803

Completing Your Ballot

Property owner may submit the enclosed ballot to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual charge **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 26, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;
- A dot or oval mark substantially inside a box;
- A completely shaded or filled mark substantially inside a box;
- A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
- A circle around the box and/or associated clause; or
- A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 297-170-005 and 297-170-066

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 297-170-005 and 297-170-066, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 297-170-005 and 297-170-066, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
APN 297-170-005 (and any division thereof)	☐	☐	$205 per parcel
APN 297-170-066 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00101806

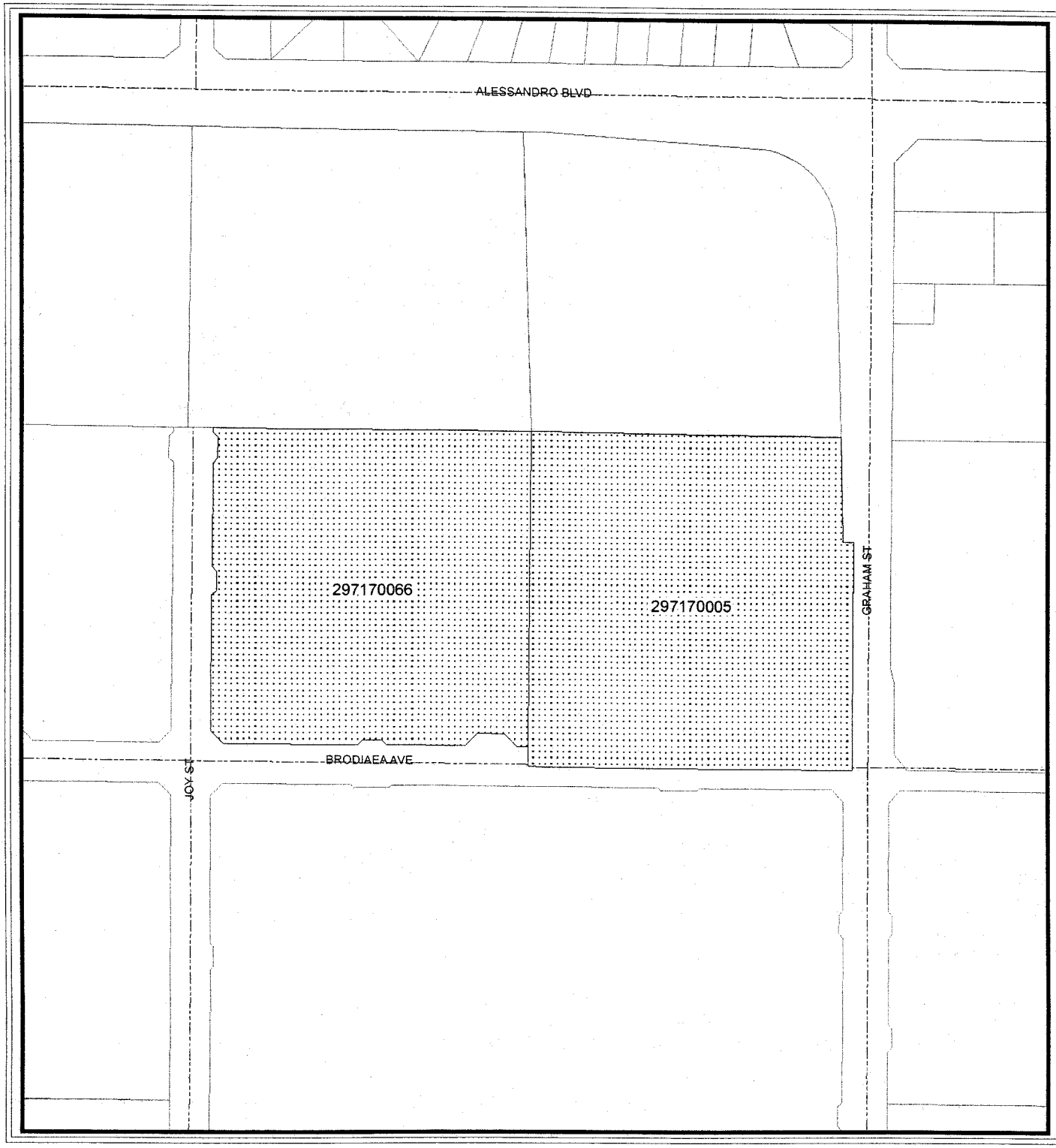

Ridge Moreno Valley APNs 297-170-005 and 297-170-066

APN

- 297170005
- 297170066
- Roads
- Parcels
- City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of February 23, 2011.

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00101807

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Henry Garcia, City Manager

AGENDA DATE: April 12, 2011

TITLE: APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCAL YEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

BACKGROUND

The City of Moreno Valley continues to reel from the impacts of the Great Recession, the worst economic crisis since the Great Depression 80 years ago. City operations rely on revenues that are generated through economic stability, activity, and, ideally, growth. During the recession, the City's General Fund revenue base declined from a high of $97.8 million budgeted in FY 07/08 to a low of $68.0 million in FY 10/11, representing a reduction of $29.8 million or 30.4% in just three years.

City staff is projecting an ongoing expenditure budget of approximately $84 million for FY 11/12, while revenues are projected to grow from the current low point of $68 million to $70 million in the General Fund. While we initially started our deficit elimination process with a working projection of a $15.4 million structural deficit in the General Fund, this $2 million growth in revenue reduces the structural deficit to $14 million. The City is seeing the effects of the end of the recession in the form of stable and slightly

growing revenues. This stabilization of the City's revenue base now provides an opportunity to focus on aligning the City's General Fund expenditures to the stable, albeit lower, revenue base.

DISCUSSION

The economic recovery has begun, but it is the consensus of regional and national economists that the recovery will be slow and gradual. The Deficit Elimination Plan (DEP) presented focuses primarily on bringing the City's budget into balance by reducing expenditures, since this is the area where the City Council has the greatest control. However, I believe it is important to maintain an aggressive focus on increasing the City's revenue base from every angle possible to minimize reductions in programs and services. With a stronger revenue base, as the recovery begins to pick up steam within the next few years, the City will be able to restore and enhance valuable services.

The City's Executive Management Team has devoted significant effort to identify every possible cost reduction. The City's expenditure budget just three years ago was at a peak of $97.8 million. Since FY 2007/08, General Fund budgeted expenses have been reduced by $14 million, including the elimination of 70 positions in the General Fund representing 25% of the work force (a total of 124 positions have been eliminated overall). We need to continue reductions at this same rate, lowering expenditures by another $14 million over the next three years. The proposed DEP eliminates a total of 46 positions (32 are General Fund supported), of which 41 are filled. The choices that the City Council will be presented in this Deficit Elimination Plan will be very difficult to make, as many of the proposed cuts and reductions included in the Deficit Elimination Plan will impact programs and service levels. Unfortunately, there are few alternatives to reducing $14 million in expenditures without impacting important services. Our challenge is to maintain core services with an emphasis on retaining as much public safety services as financially possible.

The net result of the Deficit Elimination Plan is to bring the revenues and expenses nearly into balance by the third year of the plan. The most critical aspects are the reductions in the first two years. These make very significant progress in bringing expenditures in line with the stable revenue base. I look forward to engaging the City Council in the discussion, review and identification of possible options and alternatives the Council may have, with an emphasis on meeting the budget reduction goals within the timeframe of the plan. I am recommending that the City Council approve the plan as a framework for balancing the budget over a three fiscal year period, and direct staff to include the first two years of the plan into a two-year proposed budget for the City for Fiscal Years 11/12 and 12/13. The third year of the plan comes just short of reaching the final cuts necessary to get the budget into balance, based on today's estimates. I propose that these reductions be reviewed and discussed as options, and be revisited in 12 months. At that time staff will have better information on the strength of the economic recovery and the actual extent of further expenditure reductions that may be needed to complete the budget balancing challenge.

Staff from the City Manager's Office and the Financial and Administrative Services Department has met with each Council Member on two separate occasions to review the details of the proposed Deficit Elimination Plan. The deficit reduction options for the Fire and Police Departments were reviewed by the Public Safety Subcommittee at their March 23 meeting, and the Council's Finance Subcommittee reviewed the proposal at their March 23 meeting. Three City employee meetings were held on March 17 to discuss the City's fiscal situation and the Deficit Elimination Plan, and a public information meeting was conducted on March 23 to provide information to the City's residents as well as gather public input on the proposed budget reductions. A special City Council Study Session was held on March 29 specifically to discuss the Deficit Elimination Plan and follow up meetings with each Council Member were scheduled to provide staff with additional expenditure reduction and revenue enhancement ideas. These ideas, as well as any requested follow up information regarding the proposed deficit reduction options, will be discussed at the April 12 Council meeting.

ALTERNATIVES

Staff recommends that the City Council approve the Proposed Three-Year Deficit Elimination Plan with the following alternatives:

1. Approve the proposed Three-Year Deficit Elimination Plan, with any Council directed modifications, and direct staff to incorporate the first two years of the plan into a two-year budget for Fiscal Years 2011/12 and 2012/13 to be presented to Council for review and approval prior to June 15, 2011.

2. Provide staff direction to pursue a different approach to eliminating the City's ongoing structural budget deficit.

FISCAL IMPACT

Based on the current status of the General Fund "fund balance" and the cost pressures of rising CalPERS and Public Safety contract cost increases, it is imperative that the City Council and City Staff address the current $14 million structural deficit in a timely manner. Not addressing the deficit within the framework presented will result in fund balance reaching an extremely low level after two years and will likely result in a "going concern" comment by the auditors, raising the concern of the City's fiscal insolvency.

In consideration of these facts, staff has presented the deficit elimination framework with potential reductions to virtually eliminate the deficit in a three year period. Staff strongly encourages City Council to adopt a plan that reduces expenses within the structure of this framework to balance the City's budget within a three year period.

In addition, with the stabilization of revenues, staff is recommending adopting the first two years of the plan in the form of a two year budget. This will allow staff and the Council to focus on implementing the approved reductions. Staff will return with updated

revenue projections on a quarterly basis. Any increases in revenues above a 3% level will allow the City to reduce some of the reductions in the third year of the plan.

CITY COUNCIL GOALS

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

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

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

SUMMARY

The goal of this plan is to eliminate the structural deficit over the next three years, focusing on aligning ongoing expenses with the projected revenue stream. Using the proposed combination of significantly reduced expenditures with the strategic use of available reserves, staff believes the implementation of the Three-Year Deficit Elimination Plan will result in a balanced budget by June 2014. Upon receiving City Council approval, staff will apply the approved budget reductions identified in the first two years of the plan to the proposed two-year base budget covering Fiscal Years 11/12 and 12/13. Council approval of the Three-Year Deficit Elimination Plan will mitigate the need to revisit and recreate a new deficit reduction plan every year. Reductions identified in year three of the plan will be revisited in 12 months when we have further information on the strength of the economic recovery. To that end, the City Council, City Manager's Office, Community and Economic Development Department, Public Works Department, and related staff are focusing tremendous effort to achieve significant economic development and job creation within our City. Making Moreno Valley the place to do business is our objective and the catalyst to full economic recovery for our community.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Three Year Deficit Elimination Plan

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Department Head Approval:
Henry Garcia
City Manager

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley

Exhibit A

DEFICIT ELIMINATION PLAN

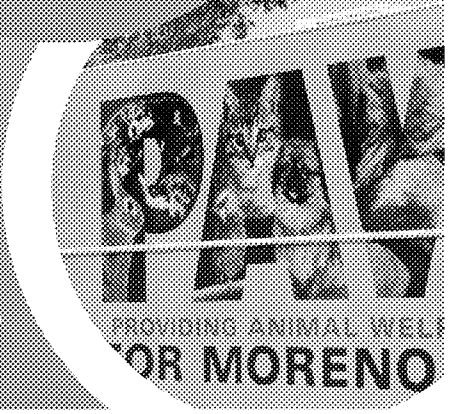

Fiscal Years 2011/12-2013/14

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City of Moreno Valley

DEFICIT ELIMINATION PLAN

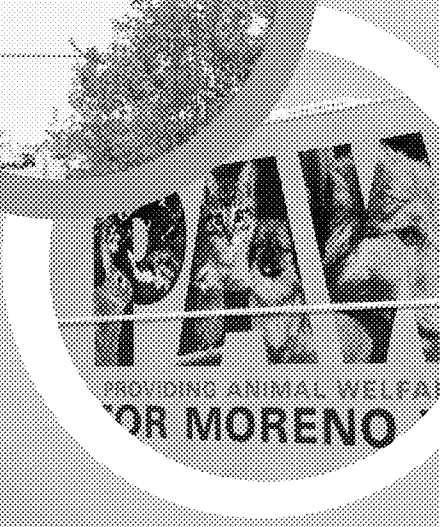

Fiscal Year
2011/12-
2013/14

CITY COUNCIL
Richard A. Stewart
Mayor

Jesse L. Molina
Mayor Pro Tem

William H. Batey II
Council Member

Marcelo Co
Council Member

Robin N. Hastings
Council Member

ADMINISTRATION
Henry Garcia
City Manager

Richard Teichert
Financial & Administrative
Services Director

**Prepared by the
Financial &
Administrative Services
Department**

**14177 Frederick Street
Moreno Valley, CA
92552-0805
951.413.3088**

To: Honorable Mayor, Members of the City Council and Citizens of Moreno Valley

Message from the City Manager

The City of Moreno Valley continues to reel from the impacts of the Great Recession, the worst economic crisis since the Great Depression 80 years ago. City operations rely on revenues that are generated through economic stability, activity, and, ideally, growth. During the recession, the City's General Fund revenue base declined from a high of $97.8 million budgeted in FY 07/08 to a low of $68.0 million in FY 10-11, representing a reduction of $29.8 million or 30.4% in just three years.

The encouraging news is that the recession has been declared over, having experienced several quarters of positive economic growth. The City is seeing the effects of the end of the recession in the form of stable and slightly growing revenues. This stabilization of the City's revenue base now provides an opportunity to focus on aligning the City's General Fund expenditures to the stable, albeit lower, revenue base.

City staff is projecting an ongoing expenditure budget of approximately $84 million for FY 11-12, while revenues are projected to grow from the current low point of $68 million to $70 million in the General Fund. While we initially started our deficit elimination process with a working projection of a $15.4 million structural deficit in the General Fund, this $2 million growth in revenue reduces the structural deficit to $14 million.

The economic recovery has begun, but it is the consensus of regional and national economists that the recovery will be slow and gradual. The Deficit Elimination Plan (DEP) presented focuses primarily on bringing the City's budget into balance by reducing expenditures, since this is the area where the City Council has the greatest control. However, I believe it is important to maintain an aggressive focus on increasing the City's revenue base from every angle possible to minimize reductions in programs and services. With a stronger revenue base, as the recovery begins to pick up steam within the next few years the City will be able to restore and enhance valuable services.

The City's Executive Management Team has devoted significant effort to identify every possible cost reduction. The City's expenditure budget just three years ago was at a peak of $97.8 million. Since FY 2007-08, General Fund budgeted expenses have been reduced by $14 million, including the elimination of 70 positions in the General Fund representing 25% of the work force (a total of 124 positions have been eliminated overall). We need to continue reductions at this same rate, lowering expenditures by

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another $14 million over the next three years. The proposed DEP eliminates a total of 46 positions (32 are General Fund supported), of which 41 are filled. The choices that the City Council will be presented in this Deficit Elimination Plan will be very difficult to make, as many of the proposed cuts and reductions included in the Deficit Elimination Plan will impact programs and service levels. Unfortunately, there are few alternatives to reducing $14 million in expenditures without impacting important services. Our challenge is to maintain core services with an emphasis on retaining as much public safety services as financially possible.

The net result of the Deficit Elimination Plan is to bring the revenues and expenses nearly into balance by the third year of the plan. The most critical aspects are the reductions in the first two years. These make very significant progress in bringing expenditures in line with the stable revenue base. I look forward to engaging the City Council in the discussion, review and identification of possible options and alternatives the Council may have, with an emphasis on meeting the budget reduction goals within the timeframe of the plan. I am recommending that the City Council approve the plan as a framework for balancing the budget over a three fiscal year period, and direct staff to include the first two years of the plan into a two-year proposed budget for the City for Fiscal Years 11-12 and 12-13. The third year of the plan comes just short of reaching the final cuts necessary to get the budget into balance, based on today's estimates. I propose that these reductions be reviewed and discussed as options, and be revisited in 12 months. At that time staff will have better information on the strength of the economic recovery and the actual extent of further expenditure reductions that may be needed to complete the budget balancing challenge.

The rest of this document includes pertinent information from the Financial and Administrative Services Director, including a summary of the recessionary impacts to the City's General Fund Budget and the cost pressures that will continue to challenge the City well into the future. The final section of this plan will present summary information of staff's proposals that constitute the Deficit Elimination Plan, which is primarily focused on expenditure and program reductions but also includes several revenue increase proposals.

I thank the City's Executive Management Team and dedicated staff for working very diligently toward meeting the reduction goals. I look forward to discussing these options with the Council to set the vision and future for the City, which will include a strong focus on new revenue generation in addition to the expenditure reductions presented here.

Henry T. Garcia
City Manager

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Message from the Financial and Administrative Services Director

Background on the General Fund Deficit

Simply put, the $14 million General Fund deficit is the result of a significant shortfall in revenues. The last time that the City's expenditure budget was in balance with the revenue budget was in FY 07/08. City revenues began a rapid decline over the following three years, resulting in operating deficits that were addressed with aggressive cost cutting, the return of General Fund subsidies previously made to other funds, and the use of reserves. Even after reducing expenditures by nearly 30% over the past three years, including a 25% reduction in the City's work force, our projected revenue of $70 million falls far short of the $84 million General Fund expenditure budget.

While the good news is that revenues have essentially "bottomed out" and are in fact rebounding, the revenues are not projected to improve anywhere near the pace required to meet our current spending levels. The City cannot continue to operate long term with what is in fact a structural deficit in the General Fund. Prior years' Deficit Reduction Plans have assisted in reducing expenditures while maintaining minimal impacts to services and programs to our residents. Staff is now presenting a 3-year Deficit Elimination Plan which we believe will ultimately cure the structural deficit, but only after significant, hopefully temporary, reductions in service levels which unfortunately will impact our community.

Key Long Term Cost Pressures

There are several key areas that need to be noted because they result in significant ongoing cost increases and budget liabilities, regardless of an economic recovery in the City. These include the following:

- Funding the retirement system;
- Unfunded liability for Retiree Medical benefits;
- Unfunded liability for compensated absences (vacation and paid leave time);
- Annual increases in public safety services contracts without corresponding service level increases;
- Bond Rating Agency monitoring of the City's financial condition;
- Declining fund balances in the General Fund;
- Increased demands on the General Fund to support additional services, such as subsidizing streetlighting costs;
- Slow growth in the City's major revenue sources

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The existence of these key factors in the City's immediate future create the pressure to quickly and decisively deal with the current General Fund structural deficit. When the City successfully closes the budget gap over the proposed three year period, it will be in a stronger position to address and manage the key impact areas addressed in this section of the report. If the structural deficit is not adequately addressed per the proposed Deficit Elimination Plan, the factors summarized below will erode the City's financial position, require deeper reductions, and make it difficult if not impossible to take advantage of anticipated development opportunities in the near future.

Funding the Retirement System

The City has seen a rapid increase in the PERS retirement accrued liability from $28 million in 2002 to $109 million in 2009, a 283% increase in a seven-year period. The value of the assets funding the retirement liability has grown at a slower rate, increasing to $78 million or 155% over the same seven year period. The result is a decrease in the Funded Ratio from 106% funded in 2002 to just 71% funded in 2009.

This rapid increase in the retirement liability was fueled by increases in staffing and normal increases in pay rates. The retirement liability also increased in FY 2006/07 when the benefit formula was revised from 2% at 55 to 2.7% at 55. The liability took another large jump in June 2009 reflecting significant changes in PERS actuarial assumptions and the first early retirement ("golden handshake") impact. There will be an increase in the 2010 accrued liability due to the second early retirement incentive offered in December 2009.

Table of PERS Retirement Actuarial Data for the City of Moreno Valley

Valuation Date		Accrued Liability	Actuarial Value of Assets (AVA)	Unfunded Liability AVA	Funded Ratio AVA	Funded Ratio MVA	Annual Covered Payroll
6/30/2002		28,597,500	30,564,460	(1,966,960)	106.9%	N/A	14,313,573
6/30/2003		35,236,196	32,434,425	2,801,771	92.0%	83.7%	16,033,586
6/30/2004		41,276,067	36,098,898	5,177,169	87.5%	86.0%	17,552,133
6/30/2005		52,487,232	41,214,897	11,272,335	78.5%	80.4%	19,082,187
6/30/2006		61,187,066	47,837,803	13,349,263	78.2%	82.1%	22,018,967
6/30/2007	*	75,316,003	58,733,315	16,582,688	78.0%	88.2%	26,023,541
6/30/2008		90,939,749	69,197,682	21,742,067	76.1%	75.6%	30,739,388
6/30/2009	**	109,758,482	78,175,287	31,583,195	71.2%	52.0%	26,384,952

* Increased benefit to 2.7% at 55 in September 2006

** Includes impact of first Early Retirement Offering and PERS demographic assumption changes

The growth in assets funding the liability has not met the same growth rate. This has been impacted by a large market loss experience by the PERS investment portfolio during FY 2008-09. The large loss caused the Market Value of the City's retirement assets to plunge to $57 million, reflecting a 52% funded ratio based on market value.
The impact of the increased accrued retirement liability and the large investment loss has created an environment in which the City's employer contribution rate will increase about 2-3% annually for the next several years. PERS revised their actuarial methodology in response to the large investment loss to amortize the loss over a 30-year period. This minimized the increase to PERS agencies in the near term, but will lock in contribution rate increases for a number of years to recover the impact of the investment loss.

The employer rate has been fairly steady at a rate around 15% of payroll for the last several years. The rate for FY 2011-12 will now jump to over 19% and will increase by about 2-3% for the next several years. This will add an estimated $300,000 to $400,000 cost annually to the City's General Fund. Below is a table reflecting recent PERS rates for the City.

Fiscal Year	Employer Normal Cost	Unfunded Rate	Total Employer Contribution Rate
FY 2007-08	10.80%	4.27%	15.07%
FY 2008-09	10.83%	4.07%	14.90%
FY 2009-10	10.85%	4.12%	14.97%
FY 2010-11	10.95%	4.56%	15.51%
FY 2011-12	11.11%	8.24%	19.34%

Unfunded Liability for Retiree Medical Benefits
The City initiated a City-funded Retiree Medical Benefit in January 2001 for all employees that qualified for the benefit. This action was implemented at a time when City revenues were growing significantly; however, this action created an immediate unfunded liability. The City commissioned an actuarial study in January 2010 that identified an unfunded liability for this benefit of $13.6 million, an increase of over $3 million since June 2008. The City has contributed $4.2 million to a trust established in 2009 which is administered by CalPERS. This leaves a remaining actuarial unfunded liability of $9.4 million for retiree medical benefits. The report also identified an Annual Required Contribution (ARC) of $1.6 million to fund both the cost of current retirees and amortization of the unfunded liability.

The pay-as-you-go portion of the ARC is continually increasing as additional employees retire. As a short-term measure, staff is proposing to suspend payments into the trust for a three-year period for the amortization of the unfunded liability (the City will still continue to support the "pay-as-you-go" cost each year). This will save approximately $450,000 annually to the General Fund. However, as the actuarial reports are updated every two years, the ARC will increase and the future burden on the General Fund will be greater, hopefully this will not occur until such time when revenues have grown to fund this benefit.

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Unfunded Liability for Compensated Absences
Unfunded liability for accrued compensated absences as of June 30, 2010 is $4.1 million. By not funding at least a portion of this liability, the budget is exposed to paying out large lump sum payments as employees leave the employment of the City. Staff is recommending funding the current portion of this liability to strengthen the City's balance sheet and provide funding for unanticipated payouts as employees leave employment with the City. The current portion of this liability, or the amount that represents the value of leave accrued and expected to be used during the next 12 month period is $1.9 million. Funding of this obligation can begin when the City's revenues begin to grow above 3% per year. A "Third Tier" benefit plan would address future unfunded accrual liabilities by decreasing the amount of leave new employees may accrue. "Third Tier" benefit plan proposals are subject to the meet and confer process.

Proposed "Third Tier" Benefit Plan as Recommended in the Deficit Elimination Plan
To address and assist in controlling the funding status of these large unfunded liabilities of the City, staff is recommending that a "third tier" of staff benefits be discussed as part of the meet and confer process. Key elements of the existing benefit plan that could be discussed in negotiations with the employee associations would include changing the following benefits for future employees: reducing the 2.7% at 55 retirement benefit, reducing or eliminating the retiree medical benefit, lowering the leave accrual rate and capping the accrual maximum limit.

Annual Increases in Public Safety Services Contracts (Without Corresponding Service Level Increases)
Past practice has been to budget a five percent increase each Fiscal Year to cover anticipated increases in the contract rate for the Riverside County Sheriffs Department. This primarily covered negotiated personnel cost increases, as well as other direct and administrative cost increases to provide police services to our community. A five percent increase in the contract rate increases the City's General Fund expenses by approximately $1.5 million annually with no corresponding increase in service levels.

Similarly, the City also budgets for expected cost increases to the fire services contract provided by the CalFire through Riverside County. These costs typically represent annual increases of $200,000 to $400,000.

These built-in major cost increases to the public safety contract rates are outside of the City's control and are virtually "automatic" expense increases, regardless of the available revenue to pay these increases. This contract structure, along with the expected CalPERS pension cost increases, will consume the first $2 million, or 3%, in revenue growth each year for the foreseeable future. In times of no revenue growth, the contract structure forces service level reductions or major cuts to other General Fund expenditures.

MV00101820

Bond Rating Agency Monitoring of the City's Financial Position (Downgrade likely if the Deficit is not eliminated)

Moody's and Standard and Poors regularly monitor the City's financial stability and provide the results of their review to the public in the form of a financial rating. Staff has worked with the analysts of both agencies to communicate the City's current financial condition to preserve a high bond rating. Maintenance of the current rating has largely been based upon past significant fund balances and a commitment to implement a 3-Year Deficit Elimination Plan to discontinue the use of reserves to balance the General Fund. Based on staff's explanation of the City's approach to balance its budget over a three-year period, Moody's maintained its rating of A2 for the City in November 2010. It remains imperative that the City deliver on this commitment to balance the General Fund budget to maintain its current strong bond rating.

Declining Fund Balances in the General Fund

The impact of deficit budgets during the past several fiscal years has significantly decreased the available fund balance or reserves in the General Fund. The table below compares the available fund balance in FY 2008-09 of $44.3 million decreasing to a projected available fund balance of $27.0 million at the end of FY 2010-11.

City of Moreno Valley
General Fund Fund Balance Summary
FY 2008-09 through FY 2010-11

	June 30, 2009	June 30, 2010	Projected June 30, 2011	Projected June 30, 2012	Projected June 30, 2013	Projected June 30, 2014
General Fund Fund Balance "Available"						
Purchase of RDA Series B, Tax Allocation Bonds	22,500,000	22,500,000	-			
Long Term Payable Notes from RDA	1,399,289	652,248	-			
Undesignated	-	11,076,303	27,000,651	19,100,651	15,600,651	14,800,651
Designated for capital improvement projects	12,448,058	-	-			
Designated for Development Services	2,300,000	-	-			
Additional Fund Balance returned in FY 2009-10	5,618,200	5,618,200	-			
Total General Fund Fund Balance "Available"	**44,265,547**	**39,846,751**	**27,000,651**	**19,100,651**	**15,600,651**	**14,800,651**

Staff recommends maintaining a minimum fund balance of 20% of revenues, or about 2.5 months of revenue in fund balance for working capital and cash flow purposes. Staff is proposing to use approximately $12.2 million in available undesignated fund balance as a component for the Deficit Elimination Plan. The plan earmarks $7.9 million in fund balance use the first year and $3.5 million to support the second year of the plan. From a balance of $27 million at June 30, 2011, use of $12.2 million to support the DEP will leave approximately $14.8 million in fund balance for working capital as of July 1, 2014, which is near the recommended minimum level. This is a red flag that fund balances are reaching dangerously low levels in the General Fund to support a $70 million annual operating budget.

It is imperative that staff and the City Council work together to achieve the balanced budget as outlined by the Deficit Elimination Plan to maintain the fund balance level above the $14 million amount by June 30, 2014, the final year of the plan.

Increased Demands on the General Fund to Support Additional Services (such as Subsidizing Streetlighting Costs)
There are additional pressures affecting the General Fund budget. Currently staff is planning to include the subsidy for residential streetlights in the proposed plan for FY 2011-12 in the amount of $675,000. Should this subsidy continue, it will force additional cuts to be able to absorb this expense within the City's General Fund revenue stream. In addition, a similar challenge with the Arterial Streetlight system needs to be solved, to prevent several hundred thousand dollars from impacting the General Fund. Staff cautions against this also becoming a burden on the City's General Fund when revenues are not available and will require other reductions if absorbed by the General Fund.

Slow Growth in the City's Major Revenue Sources
Staff monitors many economic reports from various financial sources. The recession officially ended in the third quarter of 2009 with positive GDP growth for that quarter and each quarter since. Economists' consensus is that the recovery from the Great Recession will be slow and gradual, particularly for cities and other government agencies. No rapid revenue recovery is projected. Staff anticipates overall revenue growth of approximately 2.5% - 3% for the General Fund, with the most rapid growth occurring in Sales Tax revenues (4% growth is projected). Property Taxes are expected to remain flat with slow growth occurring two and three years out. These revenue projections should result in an increase in the overall General Fund from $68 million in the current fiscal year to $70 million in FY 2011-12, a 2.9% growth rate.

With the positive news regarding revenue stabilization and gradual growth, the City can focus on balancing its budget. However, this slow revenue recovery shifts the focus heavily to expense reduction, management and control. This expense management focus is important for the stability of the City's financial condition. The proposed Deficit Elimination Plan makes significant cuts in the first two years of the plan, totaling $10 million in structural reductions and approximately $1 million in one-time savings. These cuts alone put the City on a strong financial footing entering into year three of the plan. The third year of the plan does not quite offer enough cuts to close the remaining anticipated deficit as it is projected today. Of the expected remaining $4 million deficit after years one and two, proposed structural expense reductions for this period total $2.7 million. Staff recommends revisiting the magnitude of the structural deficit in 12 months to determine if the third year reductions are still required or if additional reductions need to be proposed. Not addressing the final $1.3 million deficit estimated at this time is appropriate, since changes in the economy cannot be precisely predicted and expense controls may make further cuts unnecessary.

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The 3-Year Deficit Elimination Plan

The goal of this plan is to eliminate the structural deficit over the next three years, focusing on aligning ongoing expenses with the projected revenue stream. Using the proposed combination of significantly reduced expenditures with the strategic use of available reserves, staff believes the implementation of the 3-Year Deficit Elimination Plan will result in a balanced budget by June 2014. Upon receiving City Council approval, staff will apply the approved budget reductions identified in the first two years of the plan to the proposed two-year base budget covering Fiscal Years 11-12 and 12-13. Council approval of the 3-Year Deficit Elimination Plan will mitigate the need to revisit and recreate a new deficit reduction plan every year. Reductions identified in year three of the plan will be revisited in 12 months when we have further information on the strength of the economic recovery. To that end, the City Council, City Manager's Office, Community and Economic Development Department, Public Works Department, and related staff are focusing tremendous effort to achieve significant economic development and job creation within our City. Making Moreno Valley <u>the</u> place to do business is our objective and the catalyst to full economic recovery for our community.

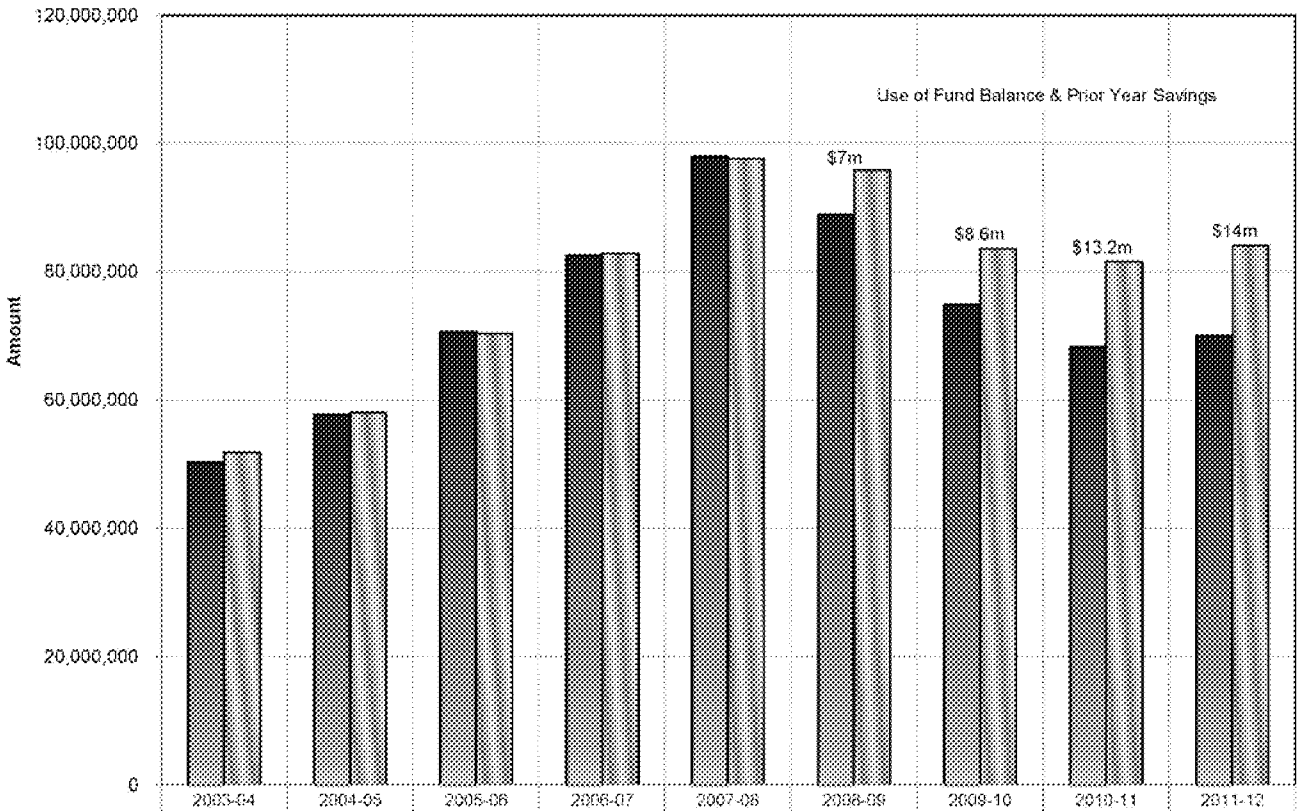

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
Revenues	50,308,322	57,649,844	70,546,364	82,454,726	97,863,162	88,788,060	74,838,348	68,233,400	70,004,260
Expense	51,791,386	58,013,020	70,302,399	82,785,053	97,574,048	95,791,817	83,496,813	81,504,500	84,026,586

Deficit Elimination Plan Summary

The 3-Year Deficit Elimination Plan identifies over $13 million in expenditure reductions. Having already reduced General Fund expenditures by $14 million over the past three years, the proposed reductions will significantly impact City services and programs, with the goal of retaining the most critical services at acceptable levels. As the City Council's top priority is public safety, prior year deficit reduction actions have focused almost exclusively on non-public safety reductions to the General Fund. Unfortunately, given the magnitude of the structural deficit, the City cannot meet the goal of the 3-Year Deficit Elimination Plan and align expenditures with revenues without making some cuts to Police and Fire.

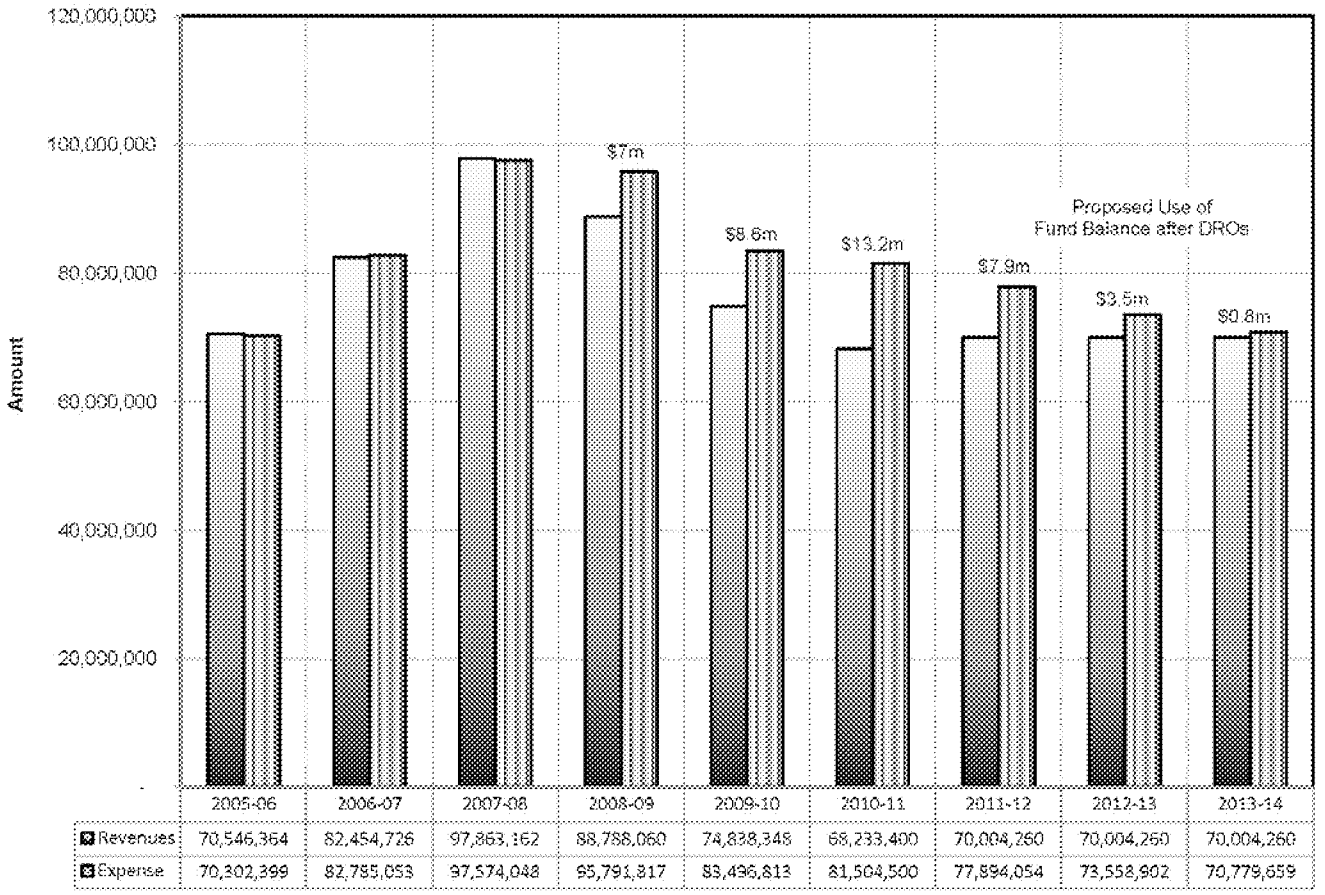

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Revenues	70,546,364	82,454,726	97,863,162	88,788,060	74,838,348	68,233,400	70,004,260	70,004,260	70,004,260
Expense	70,302,399	82,785,053	97,574,048	95,791,817	83,496,813	81,504,500	77,894,054	73,558,902	70,779,659

Expenditures from FY2011/12 - 2013/14 reflect full implementation of Proposed DROs

Each department's deficit reduction options (DROs) are included in this report; a summary of the more significant DROs for each department and their impacts includes the following:

General Fund: Non-Public Safety

A total of 32 positions, 24 career and 8 temporary, are identified for elimination in the General Fund. Three of these are vacant and 29 are currently filled and would result in layoffs. In addition, 47 positions, 12 career and 35 temporary, funded in the General Fund will be transferred to other funds. The Deficit Elimination Plan also assumes the continuation of the personnel-related cost-saving measures implemented July 1, 2009. These are subject to negotiation with the employee associations.

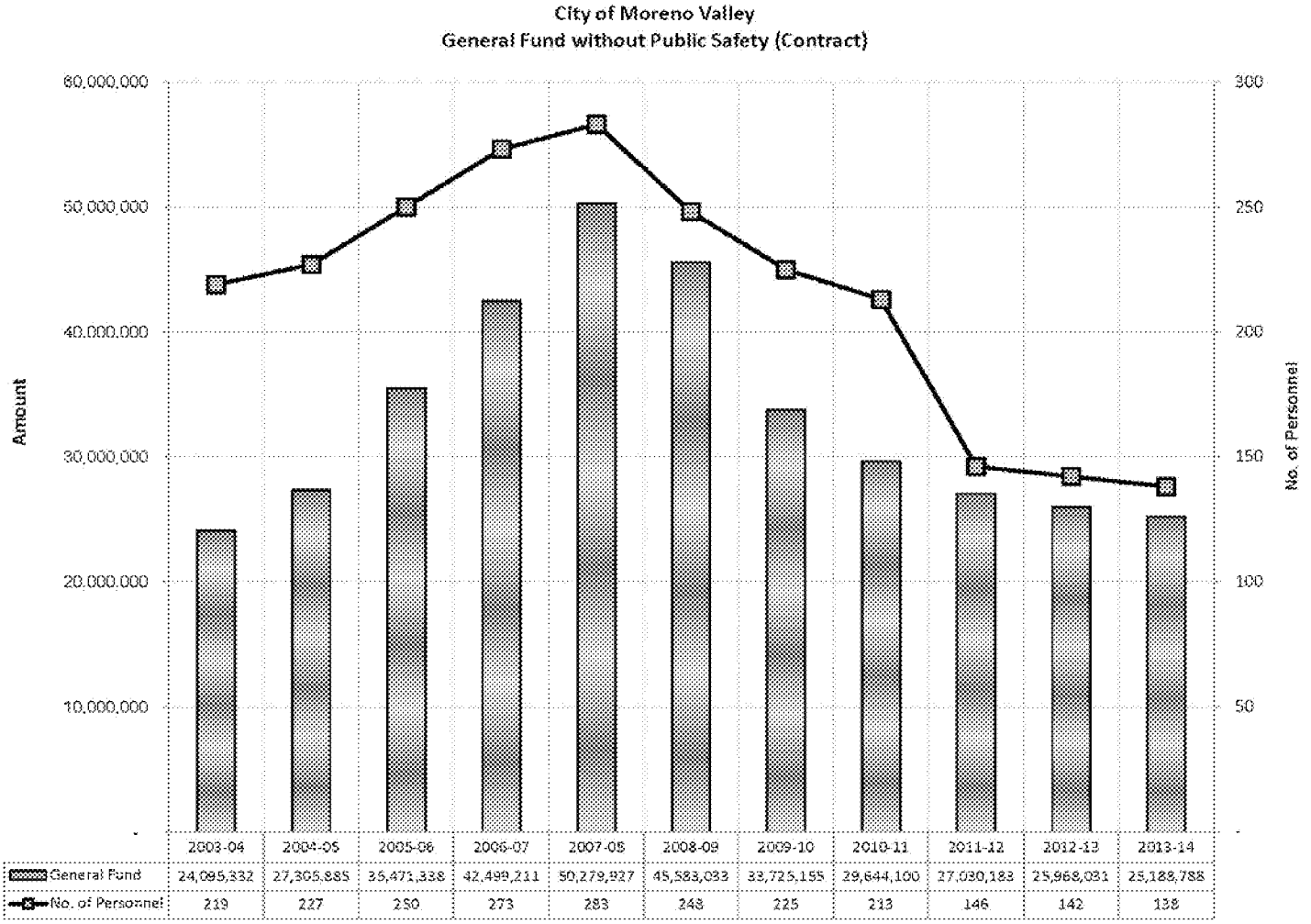

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
General Fund	24,095,332	27,305,885	35,471,338	42,499,211	50,279,927	45,583,033	33,725,155	29,644,100	27,030,183	25,968,031	25,188,788
No. of Personnel	219	227	250	273	283	248	225	213	146	142	138

Note: the 2011-12 "Number of Personnel" reflects the transfer of 37 crossing guards from the General Fund to the Gas Tax Fund.

City Clerk and Council Office ($114,973 in reductions): Implementation of the use of iPads will reduce the cost of copying agenda packets by $10,000. Staff reductions, including one temporary position in year 2 and one part-time position in year 3 will result in significant impacts to the operations of the City Clerk, including increased response times to public records requests, scanning of permanent documents will take longer, and assistance in preparing the agenda will be greatly reduced. The proposed cuts would severely impact the City Clerk's Department's ability to perform its mandated legislative functions and subsequently would impact the Council Office as staff would be needed to fill mandated duties of the City Clerk's Department.

City Manager's Office ($333,985 in reductions): Key reductions include the elimination of the Customer Service Representative position currently responsible for answering the City's main line switchboard. Service impacts to our customers will be high as calls to City Hall will be answered by the automated phone system. Other department staff will be required to answer calls that are not handled through the automated phone system, and the upstairs information area will no longer be staffed. DROs also include the elimination of the City's contract for State lobbying services. The City will need to work even more closely and directly with our current State legislators, the League of California Cities, and our regional intergovernmental agencies to communicate our legislative priorities and work together to advocate in support of or opposition to state actions that may impact the City. Staff is also proposing to transfer additional expenditures related to the operation of MVTV-3 to the non-general fund PEG (Public, Education, and Government) account. The impact of this will be the utilization of PEG fund balance (current reserves are approximately $2 million).

City Attorney's Office ($199,139 in reductions): DROs include transferring 30% of the Deputy City Attorney III's salary and benefits to the SB 1137 fund which is restricted to being used for nuisance abatement activities including prosecution. A DRO reducing the outside legal services budget from $150,000 to $100,000 will impact the ability of the City Attorney's Office to pay for specialized legal services by other departments and to fund certain litigation matters. The department DROs also include the elimination of the Executive Assistant I position in year 3. This would transfer all of the administrative responsibilities for the department to the Legal Secretary position, reducing the amount of time available for legal support and increasing the workload of the attorneys and the amount of time it would take to provide legal services.

Community & Economic Development Department ($1,740,264 in reductions and revenue enhancements): Proposed reductions include elimination of Planning Commissioner stipends, the termination of the Shopping Cart Retrieval program and diminished use of document imaging and outside plan checking services. Impacts could include possible diminished interest in serving on Planning Commission and concerns from the public about proliferation of abandoned shopping carts. Another proposed program includes the installation of cameras on street sweepers to ticket illegally parked vehicles. Adoption of this practice would result in staff reduction of 2.5 parking control officers. A proposed savings measure includes the further reduction in the marketing program that could diminish the City's Economic Development efforts. Several potential

MV00101826

revenue enhancements have been recommended including full cost-recovery for planning and building services and retaining a third party collection firm to pursue the collection of unpaid debt from code violations.

Financial and Administrative Services ($1,622,883 in reductions and revenue enhancements): The department's 16 DROs include the defunding of 12 positions and changing 2 full-time positions to part-time positions. These reductions will present challenges in maintaining timely various financial reports (including the budget and CAFR), the processing of Payroll, Accounts Payable; preparation of RFPs/bids; cash handling and follow-up audits. The reduction in Animal Services will result in a lower level of care to animals in the shelter; increase in overtime costs; eliminates veterinary services for the shelter and minimizes the medical care to stray and owned animals.

Human Resources: ($315,916 in reductions and revenue enhancements): Among the department's DROs are eliminating two full-time Human Resources Technician Positions, eliminating the citywide training budget, and reducing the employee education reimbursement. Anticipated impacts include delays in the turnaround times for processing recruitments, liability claims, and workers compensation claims, delayed hiring of new employees, and increased response times for personnel actions, benefits enrollment and changes, invoices, payments, answering inquiries and preparing various reports for internal and external customers.

Public Works ($1,679,627 in reductions and revenue enhancements): Public Works' General Fund DROs include revenue enhancement and alternative funding opportunities as well as the implementation of a staffing reorganization/reduction plan involving the Capital Projects and Land Development Divisions. The revenue enhancement options, including cellular phone antennae/repeater leasing agreements, providing contract inspection services to March Health Care Facility, and the implementation of an AB 939 Recycling Program Fee, will not have any negative impact to public service levels and, in the case of the AB 939 Fee, will allow the Department to increase the Recycling Program public service level to a level anticipated to be necessary to comply with State of California mandates and waste hauler franchise agreement requirements.

The alternative funding opportunities, involving the transfer of several public works maintenance and crossing guard programs to Gas Tax, will result in approximately 50% of the funding previously utilized for pavement rehabilitation capital projects being redirected and decrease the number of streets that will be able to be resurfaced for the next five years.

The implementation of the proposed staffing reorganization/reduction plan will have a moderate service level impact from a Capital Projects perspective, resulting in a decreased number of completed capital projects, due to a decreased Capital Projects staffing level that is being realigned to match decreased project funding levels. The Land Development Division's service level will also be moderately impacted resulting in

MV00101827

longer response times for plan checks, entitlements, public counter requests, and interdepartmental assistance.

The single General Fund Budget increase proposes the realignment of Transportation Engineering/Traffic Signal expenditures, resulting in an increase in General Fund expenditures, in order to comply with Measure A Maintenance-of-Effort requirements. Implementation of this budget issue will not have a negative service level impact, however, if this budget issue is not implemented the City will lose approximately $2.2 million in annual Measure A revenue that is utilized to fund street improvement capital projects.

Non-Departmental ($1,235,000 in reductions): Staff has identified DROs in non-departmental funds which include refunding lease revenue bonds, eliminating the General Fund subsidy of MVTV-3 and decreasing the subsidy to the library by $100,000 (the DRO impacts to the library are summarized later in this report). Internal Service Fund DROs include the defunding of 3 positions. Reductions in Technology Services will result in slower responses to department technology requests; routine maintenance, such as security updates, software patches and other application updates will take longer to complete. Reductions in Facilities and Maintenance will result in slower response time to maintenance requests; appearance of some buildings will be impacted, due to the deferral of aesthetic improvements.

General Fund: Public Safety

Police ($5 million in reductions): The plan includes Police Department DROs of $1 million in year 1 and $2 million in each of years 2 and 3 for a total of $5 million. The year 1 DRO equates to a reduction in patrol service from 600 hours to 580 hours per day (3% reduction), essentially reducing each patrol shift by one officer. The year 2 DRO equates to a reduction of 38.5 hours of patrol per day (an additional 6.6% reduction). The Police Chief would determine if the reduced hours would be eliminated from patrol, traffic, or special teams. Full implementation of all 3 years' DROs would increase response time to all calls for service, including high priority crimes, likely generating the need for more overtime. The elimination of positions will in turn reduce the number of investigators, supervisors and lieutenants assigned to Moreno Valley in support roles.

FY 10-11 DROs for the Police Department included two vacant motorcycle officer positions which were to remain unfilled with the option that Council would revisit filling these positions later in the current fiscal year depending on revenues. In August, 2010, Council approved refunding these two positions, reallocating them to the Special Enforcement Team Gang unit, and allocating one additional officer to the Gang Unit as well.

MV00101828

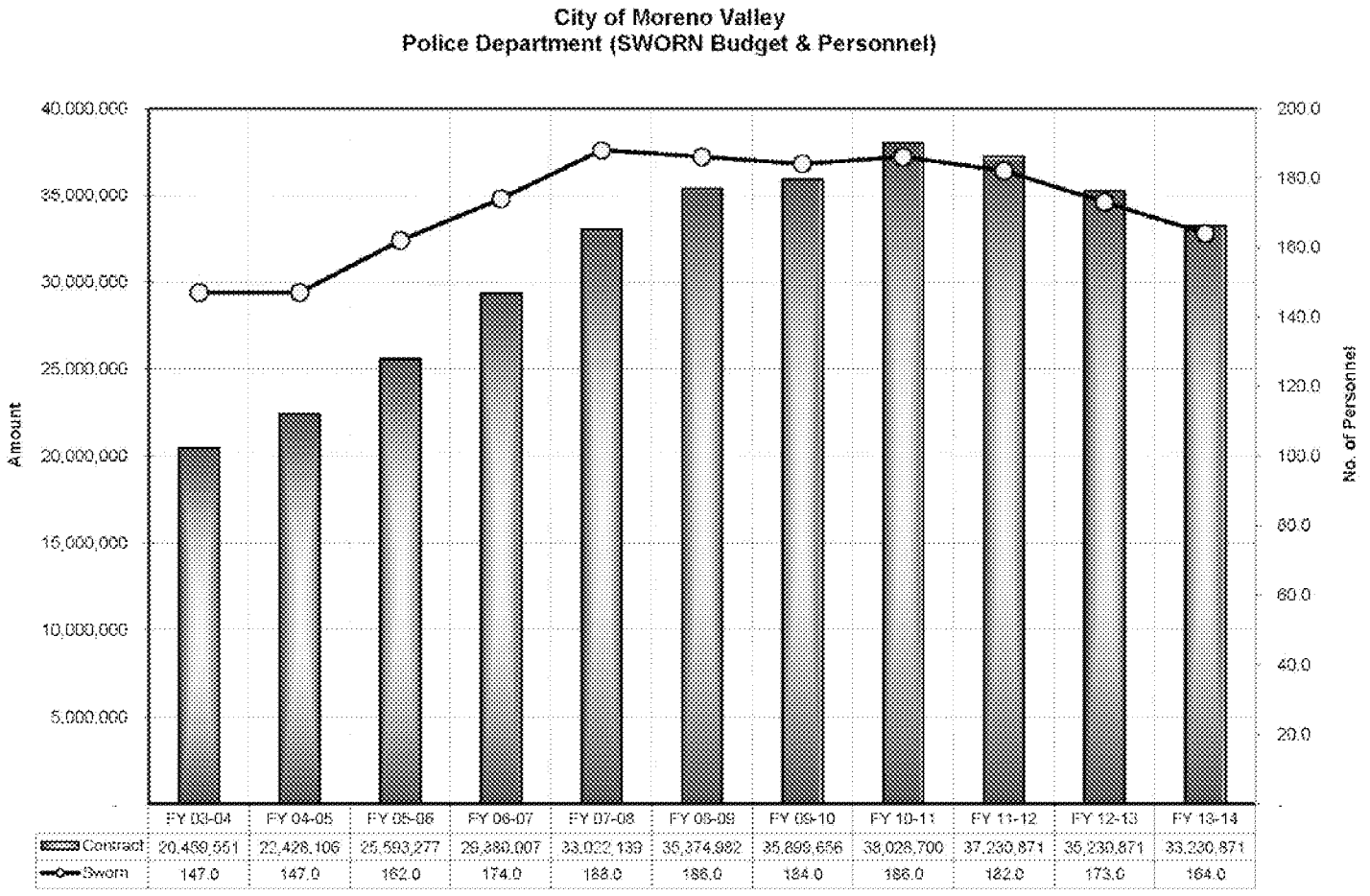

<u>Fire Department ($1,898,335 in reductions and revenue enhancements):</u> Deficit reduction options for the Fire Department include the elimination of the City's CPR program; defunding one full time and one part time position; and the elimination of Truck 58 decreasing 8 sworn firefighter positions, totaling 9.5 defunded positions. Of these deficit reduction options, the defunding of Truck 58 will have the most impact to the community as it is the City's only Paramedic Truck Company. In 2010, Truck 58 responded to 737 calls for service and was the primary responding unit 28% of the time. These calls will be assigned to the remaining Truck and Engine companies in the City, and could result in longer response times. Currently the Fire Department is meeting an 8 minute response time criteria for full first alarm assignments 90% of the time, however, this is expected to drop to 60% once this truck company is defunded and the remaining two truck companies are relocated to the more central areas of the City. The second most impactful reduction will be the elimination of the Permit Technician in Fire Prevention. Counter coverage for the Fire Prevention Bureau would be reduced from ten hours a day to four hours a day, severely affecting the development community.

The Fire Department is also proposing two revenue enhancement options. The first is to conduct a state mandated fire annual apartment complex inspection program. There will be a net revenue gain of $100,153 from implementing this program, even after hiring

four fire prevention assistants to assist with the inspections. The other revenue enhancement option is to restructure the fire annual inspection program for commercial businesses, which would result in a revenue increase of $391,396. This program is dependent on hiring two fire prevention assistants to conduct hazard abatement so that the City's Fire Prevention Inspectors can perform these inspections.

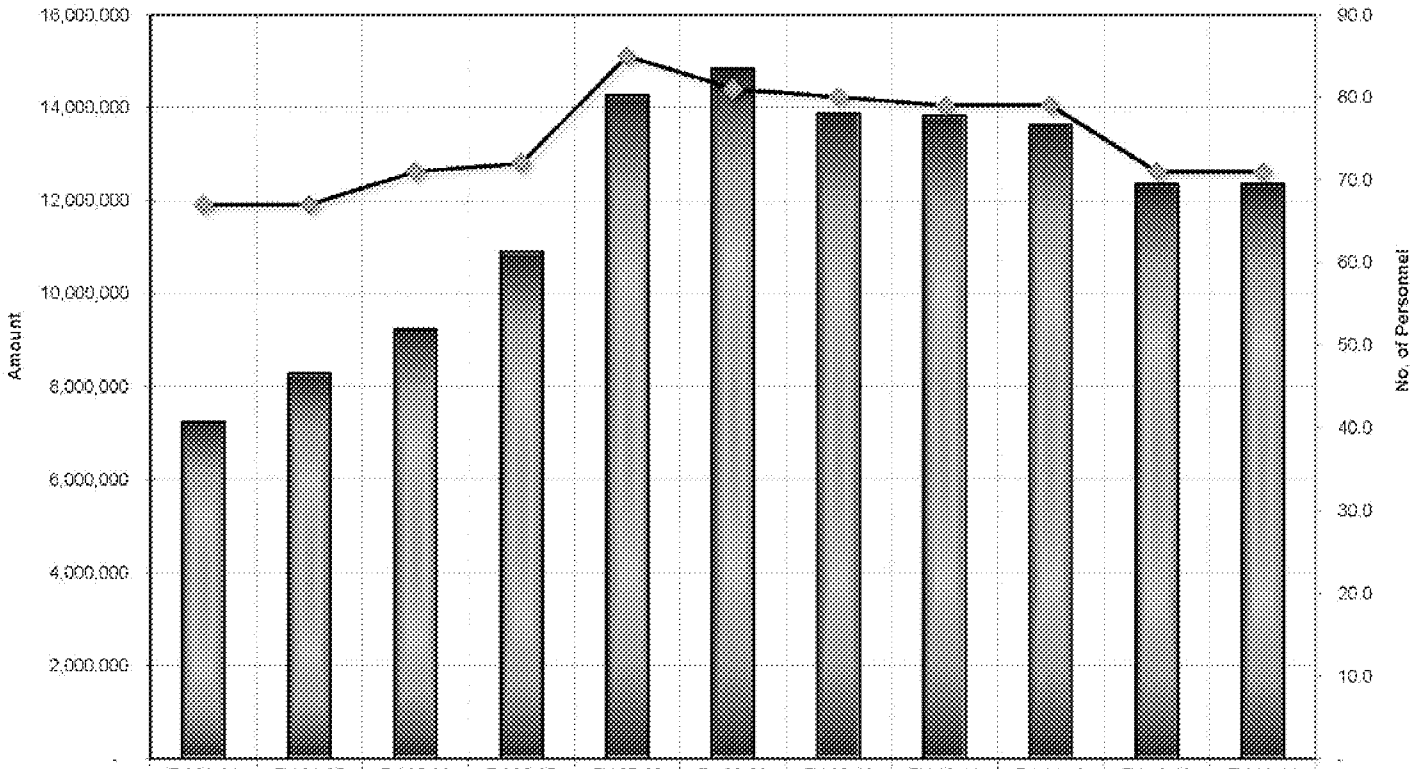

	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14
Contract	7,236,513	8,279,029	9,237,784	10,906,835	14,271,882	14,833,802	13,872,002	13,831,700	13,633,000	12,360,000	12,360,000
Sworn	67.0	67.0	71.0	72.0	85.0	81.0	80.0	79.0	79.0	71.0	71.0

Non-General Fund

<u>Zone A Parks & Recreation ($738,401 or $1,208,401 in two options of reductions and revenue enhancements):</u> Zone A DROs will result in minimal to moderate service level impacts throughout the department. Defunding a vacant Senior Park Ranger position will be mitigated through the use of temporary staff to take care of restroom maintenance and locking of the parks giving current Park Rangers additional time to patrol the parks. The plan includes a DRO to possibly contract out the operation of the Cottonwood Golf Course, potentially saving Zone A funds. The Recreation Aides at the Golf Course would be absorbed into other recreation programs once operation of the Golf Course is contracted out. There is also a possibility that the department would receive a small amount of revenue from this transaction.

The other two Deficit Reduction Options pertain to the STARS Program and the financial costs to Zone A and the General Fund. Option I is to provide the General Fund with $400,000 to recover their costs created by the STARS Program. To do this the STARS participants will be charged a fee and the balance will come from Zone A. This will have a moderate impact on the participants and Zone A. Option 2 is to have an outside organization operate the STARS program. Zone A would continue to have control over the grant. Full time Career and Part Time Career staff would become employees of the outside organization. This option will reduce Zone A costs and General Fund costs.

Library ($316,402 in reductions and revenue enhancements): The DROs for the Moreno Valley Library include increasing the overdue fines, reducing subscriptions and books by 50%, closing the computer lab in year 2 and reducing the Library hours in year 3. Increased fines mean higher charges for people at a time when many can least afford it; staff would need to deal with more public complaints. Cutting the book and subscriptions budget means the library's ability to provide up to date materials and databases would decrease even as library use and requests are increasing. Closing the public computer lab or charging a computer use fee means an end to free public computer access and wi-fi. Many residents can't afford their own computers or a fee, staff would receive complaints and printing revenue would be lost. Reducing hours would further restrict public access to the library, which would become busier and more crowded during the remaining open hours as people shift their visits. The minimal staff left would have to take on even more extra duties.

Staff is investigating a proposal to help fund library services with Zone A funds. This would eliminate the DRO to close the computer lab in year 2. The City Attorney's Office has indicated that library services are not prohibited for funding through the Zone A revenues.

Special Districts Administration ($525,327 in reductions): To more appropriately match the expenditures to revenues as a result of the slowdown in development and the increase in costs to perform services without offsetting parcel fees, Special Districts is proposing a reorganization that will include the elimination of 3 filled positions and one vacant position, and the transfer of one full time position, in year 1. The layoff of an additional full time position is proposed in year 2 pending the outcome of a ballot measure for increased landscape maintenance assessment fees. The staffing reductions/reorganizations will have a moderate service level impact that will be mitigated through the absorption of responsibilities by remaining staff. The decreased staffing level represents a realignment to match decreased development activity and to offset increased costs.

Strategic Use of Fund Balance

Attempting to solve the City's $14 million General Fund structural deficit within one fiscal year would be devastating to the programs and services that Moreno Valley residents expect and deserve. As noted previously, General Fund expenditures have been reduced by over $14 million in the past three years and the City's work force has

MV00101831

decreased by 25% due to layoffs and hiring freezes. The Deficit Elimination Plan proposes a fiscally responsible combination of significant expenditure reductions with the strategic use of the City's General Fund reserves to balance the budget over a three year period. A measured infusion of money from the City's reserves will help offset what otherwise would be overwhelming operating reductions.

As illustrated in the "General Fund Revenue & Expense Budget with Proposed Use of DROs & Fund Balance" chart on page 11 and the following table, the Deficit Elimination Plan proposes using a total of $12.2 million in General Fund reserves over the next three years to help achieve a balanced budget:

	FY 2011-12	FY 2012-13	FY 2013-14
Fund Balance Available	$27,000,000	$19,100,000	$15,600,000
Deficit	$14,000,000	$8,100,000	$4,100,000
Proposed Use of Fund Balance	**7,900,000**	**3,500,000**	**800,000**
Proposed General Fund DROs	6,100,000	4,600,000	3,300,000
Note: One-time savings included:	354,000	550,000	650,000

The City currently has $27 million in General Fund reserves, which essentially serve as the City's Working Capital funds and the "rainy day" savings for use to mitigate the effects of revenue fluctuations. By FY 13-14, the projected fund balance will be $14,800,000. Assuming the full implementation of the DROs, the City's General Fund expenditure budget at that time is projected to be $70,779,659. Therefore, the proposed fund balance reserve as of July 1, 2014 would represent a General Fund Contingency Reserve of approximately 20%, which is near the minimum level of the standards established by the Government Finance Officers Association.

It is anticipated that additional revenues not included in these projections will be realized through improved economic conditions, and the City's economic development efforts. In addition, the City must continue fiscal restraint on the part of all City departments. Staff is optimistic that these factors will result in a reduction of the year 3 deficit reduction options necessary to fully balance the City's operating budget. By making the difficult decisions proposed in the Deficit Elimination Plan and exercising the discipline required to implement the expenditure reductions, the City Council and staff will successfully eliminate the structural deficit over the next three years and position the City to take full advantage of the anticipated recovery of the nation's and the City's economy.

Richard Teichert
Financial and Administrative Services Director

MV00101832

City of Moreno Valley
Deficit Reduction Option (DRO) Budget Summary
General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
General Fund - Revenue Enhancements:				
Community & Economic Development	$ 355,000	$ 337,000	$ 497,000	$ 1,189,000
Financial & Administrative Services	114,200	-	-	114,200
Fire	426,996	106,793	-	533,789
Public Works	149,408	-	-	149,408
	1,045,604	443,793	497,000	1,986,397
General Fund - Deficit Reduction Options:				
City Council/City Clerk	27,900	43,660	43,413	114,973
City Manager	269,352	64,633	-	333,985
City Attorney	108,879	-	90,260	199,139
Community & Economic Development	456,564	93,530	1,170	551,264
Financial & Administrative Services	1,016,283	255,000	247,400	1,518,683
Fire	140,477	1,287,429	-	1,427,906
Human Resources	232,946	82,970	-	315,916
Police	1,000,000	2,000,000	2,000,000	5,000,000
Public Works	2,026,219	-	-	2,026,219
Non-Department	1,010,000	450,000	450,000	1,910,000
	6,288,620	4,277,222	2,832,243	13,398,085
DRO Offsets:				
Fire	(31,680)	(31,680)	-	(63,360)
Public Works	(496,000)	-	-	(496,000)
Non-Department	(675,000)	-	-	(675,000)
	(1,202,680)	(31,680)	-	(1,234,360)
Total General Fund	**$ 6,131,544**	**$ 4,689,335**	**$ 3,329,243**	**$ 14,150,122**

City of Moreno Valley
Deficit Reduction Option (DRO) Position Summary
General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
General Fund - Deficit Reduction Options:				
City Council/City Clerk		1.0	1.0	2.0
City Manager	1.0			1.0
City Attorney			1.0	1.0
Community & Economic Development	4.0			4.0
Financial & Administrative Services	11.0	5.0	2.0	18.0
Fire	2.0			2.0
Human Resources	2.0	1.0		3.0
Police				-
Public Works	48.0			48.0
Non-Department				-
Total General Fund	**68.0**	**7.0**	**4.0**	**79.0**

MV00101833

City of Moreno Valley
Deficit Reduction Option (DRO) Position Summary
Non-General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
Non-General Fund - Revenue Enhancements:				
Financial & Administrative Services	$ -	$ -	$ -	$ -
Library	14,100	-	-	14,100
Parks & Community Services	200,000	-	-	200,000
Public Works	400,000	1,000,000	-	1,400,000
	614,100	1,000,000	-	1,614,100
Non-General Fund - Deficit Reduction Options:				
Financial & Administrative Services	665,282	141,681	283,991	1,090,954
Library	54,371	177,039	70,892	302,302
Parks & Community Services	1,208,401	-	-	1,208,401
Public Works	1,058,759	449,704	-	1,508,463
	2,986,813	768,424	354,883	4,110,120
Total Non-General Fund	**$ 3,600,913**	**$ 1,768,424**	**$ 354,883**	**$ 5,724,220**

City of Moreno Valley
Deficit Reduction Option (DRO) Position Summary
Non-General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
Non-General Fund - Deficit Reduction Options:				
Financial & Administrative Services	1.0	1.0	1.0	3.0
Library	-	3.0	2.0	5.0
Parks & Community Services	1.0	-	-	1.0
Public Works	7.0	1.0	-	8.0
Total Non-General Fund	**9.0**	**5.0**	**3.0**	**17.0**

MV00101834

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND City Clerk/City Council

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Clrk/ Cncl	Reduce copies of agenda packet by implementation of iPad					10,000	10,000	-	-	-	-	10,000	10,000		10,000
2	Clrk/ Cncl	Reduce Archive (Cornerstone) Management Inventory					2,000	2,000	1,000	1,000	500	500	3,500	3,500		3,500
3	Clrk/ Cncl	LexisNexis					-	-	2,960	2,960	4,400	4,400	7,360	7,360		7,360
4	Clrk/ Cncl	Sister City Promotion					1,100	1,100	-	-	-	-	1,100	1,100		1,100
5	Clrk/ Cncl	Other Mat'ls - Bereavement					1,300	1,300	-	-	-	-	1,300	1,300		1,300
6	Clrk/ Cncl	Special Events					5,000	5,000	-	-	-	-	5,000	5,000		5,000
7	Clrk/ Cncl	Council Training/Travel					3,500	3,500	-	-	-	-	3,500	3,500		3,500
8	Clrk/ Cncl	Council Discretionary					5,000	5,000	-	-	-	-	5,000	5,000		5,000
10	Clrk/ Cncl	Defund Temporary Senior Office Assistant	1.0	FTC Tmp	Filled	Lay-off			39,700	39,700	-	-	39,700	39,700		39,700
11	Clrk/ Cncl	Defund part-time Senior Office Assistant	1.0	P/T	Filled	Lay-off	-	-	-	-	38,513	38,513	38,513	38,513		38,513
	City Clerk/Council Total		**2.0**				**27,900**	**27,900**	**43,660**	**43,660**	**43,413**	**43,413**	**114,973**	**114,973**	**-**	**114,973**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		0.0
Part-time (P/T)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		1.0
Temporary (Temp)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		1.0
Department Total		**2.0**

MV00101835

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND City Manager

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	City Mgr	Shift 40% of funding of Media & Production Coordinator to Public/Education/Government Access Programming (PEG) fund 13210		FTC	Filled	Partial Transfer	29,800	29,800	-	-	-	-	29,800	29,800		29,800
2	City Mgr	Publish City Link as online publication only					42,000	42,000	-	-	-	-	42,000	42,000		42,000
3	City Mgr	Shift funding of website maintenance to PEG fund 13210					30,000	30,000	-	-	-	-	30,000	30,000		30,000
4	City Mgr	Eliminate state lobbyist					37,800	37,800	-	-	-	-	37,800	37,800		37,800
5	City Mgr	Shift funding (total of 70%) of Assistant to the City Manager to PEG fund 13210		FTC	Filled	Partial Transfer	53,978	53,978	-	-	-	-	53,978	53,978		53,978
6	City Mgr	Shift 25% of the funding for the Assistant City Manager to PEG fund 13210		FTC	Filled	Partial Transfer	-	-	64,633	64,633	-	-	64,633	64,633		64,633
7	City Mgr	Defund Customer Service Assistant	1.0	FTC	Filled	Lay-off	60,774	60,774	-	-	-	-	60,774	60,774		60,774
9	City Mgr	Reduce CM contingency from $140k to $125k					15,000	15,000	-	-	-	-	15,000	15,000		15,000
	City Manager Total		**1.0**				**269,352**	**269,352**	**64,633**	**64,633**	**-**	**-**	**333,985**	**333,985**	**-**	**333,985**

DRO Position Summary Listing

Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		1.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**1.0**

MV00101836

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND City Attorney

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	City Atty	Transfer 30% of Deputy City Attorney III salary & benefits of $170,815 to BU 23210 (SB 1137 funds).		FTC	Filled	Partial Transfer	51,244	51,244	-	-	-	-	51,244	51,244		51,244
2	City Atty	Reduce Communications (6215) budget from $4191 to $2500. Reduce Books (6351) budget from $25,944 to 20,000.					7,635	7,635	-	-	-	-	7,635	7,635		7,635
3	City Atty	Reduction of outside legal services budget from $150,000 to $100,000.					50,000	50,000	-	-	-	-	50,000	50,000		50,000
4	City Atty	Defund the Executive Assistant I position.	1.0	FTC	Filled	Lay-off	-	-	-	-	90,260	90,260	90,260	90,260		90,260
	City Attorney Total		**1.0**				**108,879**	**108,879**	**-**	**-**	**90,260**	**90,260**	**199,139**	**199,139**	**-**	**199,139**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		1.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**1.0**

MV00101837

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Community and Economic Development

			STAFFING IMPACT				FY 2011-2012 DROs		FY 2012-2013 DROs		FY 2013-2014 DROs		Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
Dept Rank	Dept	Description of Program/Function or Activity	City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	Total	General Fund	Total	General Fund	Total	General Fund				
1	CEDD	Elimination of Community Development Director - merging Economic Development and Community Development Departments.	1.0	FTC	Vacant		95,900	95,900	3,530	3,530	1,170	1,170	100,600	100,600		100,600
2	CEDD	Reallocation of % from ED to CDD for CEDD Director - merging Economic Development and Community Development Departments (10% reallocated)					13,385	13,385	-	-	-	-	13,385	13,385		13,385
3	CEDD	REVENUE ENHANCEMENT - Application activity increases over 3-year					95,000	95,000	105,000	105,000	125,000	125,000	325,000	325,000		325,000
4	CEDD	REVENUE ENHANCEMENT - Third party collection of unpaid debt.					100,000	100,000	100,000	100,000	200,000	200,000	400,000	400,000	400,000	-
6	CEDD	Funding for abatement projects and transfer to SB1137.					30,000	30,000	-	-	-	-	30,000	30,000		30,000
7	CEDD	Eliminate Planning Commissioner stipend and related line items.					10,920	10,920	-	-	-	-	10,920	10,920		10,920
8	CEDD	Eliminate funding for electronic document imaging service.					20,000	20,000	-	-	-	-	20,000	20,000		20,000
9	CEDD	Installation of Street Sweeping Cameras	3.0	2 FTC 1 Tmp	Filled Filled	Lay-off	40,837	40,837	90,000	90,000	-	-	130,837	130,837		130,837
10	CEDD	Reduce outside contractual plan check services.					80,000	80,000	-	-	-	-	80,000	80,000		80,000
11	CEDD	REVENUE ENHANCEMENT - Adjust fees for full cost-recovery.					-	-	132,000	132,000	172,000	172,000	304,000	304,000		304,000
12	CEDD	REVENUE ENHANCEMENT - Implement fee study - full cost recovery					160,000	160,000	-	-	-	-	160,000	160,000		160,000
13	CEDD	Various line items (please refer to the Deficit Reduction Option Form)					117,522	117,522	-	-	-	-	117,522	117,522		117,522
14	CEDD	Terminate Shopping Cart Retrieval Program					48,000	48,000	-	-	-	-	48,000	48,000		48,000
	Community & Economic Development Total		**4.0**				**811,564**	**811,564**	**430,530**	**430,530**	**498,170**	**498,170**	**1,740,264**	**1,740,264**	**400,000**	**1,340,264**

MV00101838

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Community and Economic Development

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
		DRO Position Summary Listing														
		FTC (Full-time Career)														
		Filled - Lay-off	2.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	1.0													
		Total FTC		3.0												
		Part-time (P/T)														
		Filled - Lay-off	0.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total P/T		0.0												
		Temporary (Temp)														
		Filled - Lay-off	1.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total Temp		1.0												
		Department Total		**4.0**												

MV00101839

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Financial & Administrative Services

			STAFFING IMPACT				FY 2011-2012 DROs		FY 2012-2013 DROs		FY 2013-2014 DROs		Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
Dept Rank	Dept	Description of Program/Function or Activity	City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	Total	General Fund	Total	General Fund	Total	General Fund				
1	FASD	Reallocation of 5% of Tech. Svcs. Div Mgr & Enterprise Admin, salary & benefits to the Technology Services Fund.					20,000	20,000	-	-	-	-	20,000	20,000		20,000
2	FASD	Reduction in auditing services costs (need funds for 2011 OPEB valuations consulting svcs)					10,000	10,000	-	-	-	-	10,000	10,000		10,000
5	FASD	Reduce UUT audit program fees.					15,000	15,000	-	-	-	-	15,000	15,000		15,000
6	FASD	Reduce budgeted fee to Investment Svcs. consultant (Chandler)					10,000	10,000	-	-	-	-	10,000	10,000		10,000
8	FASD	Defund Budget Officer	1.0	FTC	Vacant		101,400	101,400	-	-	-	-	101,400	101,400		101,400
10	FASD	Suspend the Animal License Canvassing Program; defund (1) Animal Svcs Lic. Insp; (1) Office Aide (tmp); (1) Animal Svcs Asst.	3.0	2 FTC 1 Tmp	Filled Filled	Lay-off Lay-off	-	-	111,900	111,900	18,100	18,100	130,000	130,000		130,000
12	FASD	Defund Accounting Assistant (Financial Ops)	1.0	FTC	Filled	Lay-off	86,000	86,000	-	-	-	-	86,000	86,000		86,000
13	FASD	Defund Accounting Asst (Treasury)	1.0	FTC	Filled	Lay-off	58,000	58,000	2,000	2,000	-	-	60,000	60,000		60,000
14	FASD	Defund Sr. Administrative Asst. (Purchasing)	1.0	FTC	Filled	Lay-off	73,000	73,000	10,000	10,000	-	-	83,000	83,000		83,000
15	FASD	Collect bad debt from Animal Svcs unpaid administrative citations					114,200	114,200	-	-	-	-	114,200	114,200	114,200	-
17	FASD	Defund City Hall roof replacement CIP project (Facilities)					649,965	324,983	-	-	-	-	649,965	324,983	324,983	-
18	FASD	Defund Executive Assistant I (Admin)	1.0	FTC	Filled	Lay-off	67,100	67,100	10,000	10,000	-	-	77,100	77,100		77,100
19	FASD	Defund the following positions: (1) Sr. Admin Asst; (1) Animal Svcs. Dispatcher; & (2) Animal Care Techs (Tmp).	6.0	2 FTC 4 Tmp	Filled Filled	Lay-off Lay-off	250,800	250,800	-	-	-	-	250,800	250,800		250,800
20	FASD	Defund (2) Animal Control Officers	2.0	1 FTC 1 Tmp	Filled Filled	Lay-off Lay-off	-	-	121,100	121,100	13,100	13,100	134,200	134,200		134,200
21	FASD	Close MoVal Veterinary Clinic & defund (1) Animal control Officer & (1) Animal Svcs. Asst.	2.0	2 FTC	Filled	Lay-off	-	-	-	-	216,200	216,200	216,200	216,200		216,200
	Financial & Administrative Services Total		**18.0**				**1,455,465**	**1,130,483**	**255,000**	**255,000**	**247,400**	**247,400**	**1,957,865**	**1,632,883**	**439,183**	**1,193,700**

MV00101840

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Financial & Administrative Services

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	11.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total FTC		12.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	6.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		6.0
Department Total		**18.0**

MV00101841

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Fire

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Fire	Split fund Office of Emergency Management & Volunteer Services Specialist, 80% to grant fund 13410 and 20% to 64110		FTC	Filled	Transfer	20,558	20,558	-	-	-	-	20,558	20,558		20,558
2	Fire	Restructure Fire Annual Inspection Program - Revenue Enhancement					391,396	391,396	-	-	-	-	391,396	391,396		391,396
2A	Fire	Hire 2 Fire Prevention Assistants for Hazard Abatement - Budget Issue Staff Report					(21,120)	(21,120)	-	-	-	-	(21,120)	(21,120)		(21,120)
3	Fire	Remove City Squad from front line emergency response					29,560	29,560	-	-	-	-	29,560	29,560		29,560
4	Fire	Defund part time Office of Emergency Management & Volunteer Services Specialist and eliminate the City's CPR program	1.0	P/T	Filled	Lay-Off	25,564	25,564	8,218	8,218	-	-	33,782	33,782		33,782
5	Fire	Defund Permit Technician	1.0	FTC	Filled	Lay-Off	64,795	64,795	6,179	6,179	-	-	70,974	70,974		70,974
6	Fire	Conduct state mandated apartment complex fire inspections annually - Revenue Enhancement					35,600	35,600	106,793	106,793	-	-	142,393	142,393		142,393
6A	Fire	Conduct state mandated apartment complex fire inspections annually - Budget Issue Staff Report to hire 4 Fire Prevention Assistants					(10,560)	(10,560)	(31,680)	(31,680)	-	-	(42,240)	(42,240)		(42,240)
7	Fire	Eliminate Truck Company		FTC	Filled	Transfer Lay-off	-	-	1,273,032	1,273,032	-	-	1,273,032	1,273,032		1,273,032
	Fire Total		**2.0**				**535,793**	**535,793**	**1,362,542**	**1,362,542**	**-**	**-**	**1,898,335**	**1,898,335**	**-**	**1,898,335**

MV00101842

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Fire

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
		FTC (Full-time Career)														
		Filled - Lay-off	1.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total FTC		1.0												
		Part-time (P/T)														
		Filled - Lay-off	1.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total P/T		1.0												
		Temporary (Temp)														
		Filled - Lay-off	0.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total Temp		0.0												
		Department Total		**2.0**												

MV00101843

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Human Resources

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	HR	Defund Vacant Security Guard position	1.0	FTC	Vacant		45,626	22,813	-	-	-	-	45,626	22,813		22,813
2	HR	Reduce/Eliminate various line items					87,900	43,950	-	-	-	-	87,900	43,950		43,950
3	HR	Reduce Contract Services Line Item					12,500	6,250	-	-	-	-	12,500	6,250		6,250
4	HR	Eliminate Prof Dev & Wellness Program					3,000	3,000	-	-	-	-	3,000	3,000		3,000
5	HR	Reduce Other Professional Services					28,100	28,100	-	-	-	-	28,100	28,100		28,100
6	HR	Eliminate City Wide Training					4,000	4,000	-	-	-	-	4,000	4,000		4,000
7	HR	Eliminate Dues & Subscriptions					3,000	3,000	-	-	-	-	3,000	3,000		3,000
8	HR	Reduce Office Supplies					3,000	3,000	-	-	-	-	3,000	3,000		3,000
9	HR	Reduce Advertising					19,000	19,000	-	-	-	-	19,000	19,000		19,000
10	HR	Reduce Emp Education Reimbursement					15,000	15,000	-	-	-	-	15,000	15,000		15,000
11	HR	Reduce/Eliminate various line items					9,000	4,500	-	-	-	-	9,000	4,500		4,500
12	HR	Eliminate HR Tech Position (1 of 2)	1.0	FTC	Filled	Lay-Off	80,333	80,333	-	-	-	-	80,333	80,333		80,333
13	HR	Eliminate HR Tech Position (2 of 2)	1.0	FTC	Filled	Lay-Off	-	-	82,970	82,970	-	-	82,970	82,970		82,970
	Human Resources Total		**3.0**				**310,459**	**232,946**	**82,970**	**82,970**	**-**	**-**	**393,429**	**315,916**	**-**	**315,916**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	2.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total FTC		3.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**3.0**

MV00101844

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Police

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Police	Hours of service per day.		FTC	Filled	Transfer	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000	5,000,000	5,000,000		5,000,000
	Police Total						**1,000,000**	**1,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**5,000,000**	**5,000,000**	**-**	**5,000,000**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		0.0
Part-time (P/T)		
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**0.0**

MV00101845

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	PW	Allow telecommunications companies to place small-scale cellular phone antennae and cabinets within the public right-of-way for a fee per location					43,200	43,200	-	-	-	-	43,200	43,200		43,200
2	PW	Allow non-telecommunications companies to place antennae and optical repeaters on existing streetlight/utility poles for a fee per location					20,000	20,000	-	-	-	-	20,000	20,000		20,000
3	PW	Provide construction and inspection services for March Health Care Facility by current Land Development staff on a fee-for-service basis					40,000	40,000	-	-	-	-	40,000	40,000	40,000	-
4	PW	Implement Assembly Bill 939 (AB 939) Fee to fund State-mandated waste diversion/recycling programs thereby eliminating any General Fund subsidy and allowing for reestablishment of staffing to pre-DRO levels to address mandated program expansions					46,208	46,208	-	-	-	-	46,208	46,208		46,208
5	PW	Transfer funding for Concrete Maintenance Program to Gas Tax/Traffic Congestion Relief Fund	3.0	FTC	Filled	Transfer	360,300	360,300	-	-	-	-	360,300	360,300		360,300
6	PW	Transfer funding for Signing & Striping Program to Gas Tax/Traffic Congestion Relief Fund	5.0	FTC	Filled	Transfer	811,500	811,500	-	-	-	-	811,500	811,500		811,500
7	PW	Transfer funding for Crossing Guard Program to Gas Tax/Traffic Congestion Relief Fund	37.0	2 FTC 35 Temp	Filled Filled	Transfer Transfer	583,439	583,439	-	-	-	-	583,439	583,439		583,439
8	PW	Capital Projects/Land Development Personnel Reorganization involving the transfer of (2) filled FTC positions and lay-off of (1) FTC position	3.0	2 FTC 1 FTC	Filled Filled	Transfer Lay-off	110,980	110,980	-	-	-	-	110,980	110,980		110,980
9	PW	Increase subsidy to Gas Tax to meet Maintenance of Effort requirement for Measure A funds; or increase GF budgets to meet MoE.					(336,000)	(336,000)	-	-	-	-	(336,000)	(336,000)		(336,000)
10A	PW	To transfer graffiti abatement program for private properties to General Fund (activity does not meet Gas Tax restrictions)					(160,000)	(160,000)	-	-	-	-	(160,000)	(160,000)		(160,000)
10B	PW	Eliminate private property graffiti removal					160,000	160,000	-	-	-	-	160,000	160,000		160,000
	Public Works Total		**48.0**				**1,679,627**	**1,679,627**	**-**	**-**	**-**	**-**	**1,679,627**	**1,679,627**	**40,000**	**1,639,627**

MV00101846

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	12.0	
Vacant	0.0	
Total FTC		13.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	35.0	
Vacant	0.0	
Total Temp		35.0
Department Total		**48.0**

MV00101847

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Non-Departmental

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Non-Dept	Refund 1997 Lease Revenue Bonds via Private Placement					60,000	60,000	-	-	-	-	60,000	60,000		60,000
2	Non-Dept	Reduce or Eliminate General Fund support for MVTV3					300,000	300,000	-	-	-	-	300,000	300,000		300,000
3	Non-Dept	Stop paying into the OPEB Trust for a period of years					450,000	450,000	450,000	450,000	450,000	450,000	1,350,000	1,350,000	1,350,000	-
4	Non-Dept	3rd Tier Benefit Plan for new hires after July 1, 2011					100,000	100,000	-	-	-	-	100,000	100,000		100,000
6	Non-Dept	Decrease subsidy to Library					100,000	100,000	-	-	-	-	100,000	100,000		100,000
7	Non-Dept	Subsidy to Zone B					(675,000)	(675,000)	-	-	-	-	(675,000)	(675,000)		(675,000)
	Non-Departmental Total						**335,000**	**335,000**	**450,000**	**450,000**	**450,000**	**450,000**	**1,235,000**	**1,235,000**	**1,350,000**	**(115,000)**
		GRAND TOTAL CITY-WIDE GENERAL FUND					**6,534,039**	**6,131,544**	**4,689,335**	**4,689,335**	**3,329,243**	**3,329,243**	**14,552,617**	**14,150,122**	**2,229,183**	**11,920,939**

GENERAL FUND
DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	19.0	
Filled - Transfer to other funding sources	12.0	
Vacant	3.0	
Total FTC		34.0
Part-time (P/T)		
Filled - Lay-off	2.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		2.0
Temporary (Temp)		
Filled - Lay-off	8.0	
Filled - Transfer to other funding sources	35.0	
Vacant	0.0	
Total Temp		43.0
City-wide GENERAL FUND Total		**79.0**

MV00101848

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Library

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Library	Increase overdue fines (audio & books)					14,100	-	-	-	-	-	14,100	-		14,100
2	Library	Reduce Subscriptions & Books by 50%					54,371	-	-	-	-	-	54,371	-		54,371
3	Library	Defund 3 library assistant positions and close computer lab	3.0	2 P/T 1 Tmp	Filled Filled	Lay-off Lay-off	-	-	177,039	-	5,222	-	182,261	-		182,261
4	Library	Defund 2 positions (1 librarian, 1 library assistant) and reduce library hours open	2.0	1 P/T 1 Tmp	Filled	Lay-off Vacant	-	-	-	-	65,670	-	65,670	-		65,670
	Library Total		**5.0**				**68,471**	**-**	**177,039**	**-**	**70,892**	**-**	**316,402**	**-**	**-**	**316,402**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		0.0
Part-time (P/T)		
Filled - Lay-off	3.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		3.0
Temporary (Temp)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total Temp		2.0
Department Total		**5.0**

MV00101849

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Financial & Administrative Services

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
3	FASD	Reduce budgeted utility costs at City Hall (Facilities)					50,000	-	-	-	-	-	50,000	-		50,000
4	FASD	Eliminate contingency funds in various business units (Facilities)					149,500	-	-	-	-	-	149,500	-		149,500
7	FASD	Reduce Training & Travel (Facilities)					4,000	-	-	-	-	-	4,000	-		4,000
9	FASD	Eliminate expenditure line item budgets (Tech Svcs)					376,300	-	68,100	-	197,450	-	641,850	-		641,850
16	FASD	Defund Facilities Maintenance Supervisor (Facilities)	1.0		Filled	Retire	85,482	-	-	-	-	-	85,482	-		85,482
22	FASD	Defund GIS Technician (Tech Svcs)	1.0		Filled	Lay-off	-	-	73,581	-	-	-	73,581	-		73,581
23	FASD	Defund IT Technician (Tech Svcs)	1.0		Filled	Lay-off	-	-	-	-	86,541	-	86,541	-		86,541
	Financial & Administrative Services Total		**3.0**				**665,282**	**-**	**141,681**	**-**	**283,991**	**-**	**1,090,954**	**-**	**-**	**1,090,954**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	3.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		3.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**3.0**

MV00101850

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Parks & Community Services

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Parks	Line Items Savings					439,145	-	-	-	-	-	439,145	-		439,145
2	Parks	Contract Out Cottonwood Golf Center					33,000	-	-	-	-	-	33,000	-		33,000
3	Parks	Defund Vacant Sr. Park Ranger Position	1.0	FTC	Vacant		66,256	-	-	-	-	-	66,256	-		66,256
4	Parks	Charge participants in the ASES/STARS program a fee. (OPTION 1)					200,000	-	-	-	-	-	200,000	-		200,000
5	Parks	Contract Out ASES/STARS Program (OPTION 2)					670,000	-	-	-	-	-	670,000	-		670,000
	Parks & Community Services Total		**1.0**				**1,408,401**	**-**	**-**	**-**	**-**	**-**	**1,408,401**	**-**	**-**	**1,408,401**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total FTC		1.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**1.0**

MV00101851

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	PW-Gas Tax	Capital Projects Personnel Reorganization/Staff Reduction involving the lay-off of (1) filled FTC position	1.0	FTC	Filled	Lay-off	152,880	-	-	-	-	-	152,880	-		152,880
2	PW-Gas Tax	Capital Projects/Transportation Engineering Personnel Reorganization and Duty Reassignment involving cessation of work on capital projects by Transportation Engineering Staff and transfer of (1) filled FTC position from Capital Projects back to Transportation Engineering	1.0	FTC	Filled	Transfer	345,312	-	-	-	-	-	345,312	-		345,312
3	PW-Gas Tax	Capital Projects/Moreno Valley Utility Personnel Reorganization involving the transfer of (1) filled FTC position	1.0	FTC	Filled	Transfer	101,949	-	-	-	-	-	101,949	-		101,949
4	PW-Gas Tax	Capital Projects/Land Development Personnel Reorganization involving the transfer of (2) filled FTC positions and lay-off of (1) FTC position (positions listed in Gen Fund DRO)					20,252	-		-	-	-	20,252	-	-	20,252
6	PW-Gas Tax	Provide Project Management and Inspection for Flood Control District with current Capital Projects Staff on a fee-for-service basis					400,000	-	-	-	-	-	400,000	-		400,000
7	PW-Gas Tax	Implement Street Maintenance Hauler Mitigation Fee to mitigate distressed pavement caused by waste collection vehicle traffic thereby decreasing/eliminating Traffic Congestion Relief Fund subsidy of street maintenance efforts and reestablishing the use of these funds for capital improvement projects					-	-	1,000,000	-	-	-	1,000,000	-	-	1,000,000
1	PW-Sp. Dist.	Special Districts/Moreno Valley Electric Utility Personnel Reorganization/Staffing Reduction involving the defunding of (1) vacant FTC position, transfer of (1) filled FTC position and lay-off of (3) filled FTC positions	4.0	1 FTC 3 FTC	Filled Filled	Transfer Lay-off	438,366	-	-	-	-	-	438,366	-		438,366
2	PW-Sp. Dist.	Special Districts Staffing Reduction involving the lay-off of (1) filled FTC position in the event that the ballot measure for an increase of assessment fee levels is not approved	1.0	FTC	Filled	Lay-off	-	-	86,961	-	-	-	86,961	-	-	86,961

MV00101852

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	PW-Strmwtr	Implement Greenfield Storm Drain Utility for all new development to mitigate necessary expansion of street sweeping and catch basin cleaning programs due to increased street and catch basin infrastructure attributable to new development					-	-	-	-	-	-	-	-	-	-
2	PW-Strmwtr	Implement Street Sweeping Mitigation Fee for Waste Hauling Services to be placed on all commercial accounts to mitigate the impact of debris, trash and other organic material in streets and gutters coming from commercial, industrial and multi-family occupancies and, thereby, eliminate the current subsidies of the Street Sweeping Program from Gas Tax and Air Quality Management District funds and reestablish the use of these funds for general street maintenance and transportation capital projects/programs, respectively		-		-	-	-	362,743	-		-	362,743	-		362,743
Public Works Total			**8.0**				**1,458,759**	**-**	**1,449,704**	**-**	**-**	**-**	**2,908,463**	**-**	**-**	**2,908,463**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	5.0	
Filled - Transfer to other funding sources	3.0	
Vacant	0.0	
Total FTC		8.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**8.0**

MV00101853

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Total

Dept Rank	Dept	Description of Program/Function or Activity	City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
		GRAND TOTAL CITY-WIDE NON-GENERAL FUND					3,600,913	-	1,768,424	-	354,883	-	5,724,220	-	-	5,724,220

Non-GENERAL FUND
DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	8.0	
Filled - Transfer to other funding sources	3.0	
Vacant	1.0	
Total FTC		12.0
Part-time (P/T)		
Filled - Lay-off	3.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		3.0
Temporary (Temp)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total Temp		2.0
Department Total		**17.0**

MV00101854

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

April 12, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00101856

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

2. Proclamation Recognizing National Library Week

3. Proclamation Recognizing Sexual Assault Awareness Month

4. "Spotlight on Moreno Valley Business"

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
APRIL 12, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

A.4 APPROVAL OF THE 2011/2012 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works Department)

Recommendation:

1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

A.5 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in

account code 461.65329.7500.

A.6 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in the staff report for the abatement of nuisances.

Resolution No. 2011-30

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien upon said Properties

A.7 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011 (Report of: Public Works Department)

Recommendation:
No action required.

A.8 PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET: DEVELOPER – HF LOGISTICS – SKX T1, LLC,MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility Electrical Infrastructure into the City's maintained system; and

Resolution No. 2011-33

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Redlands Electrical Improvements as Complete

within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.9 APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report of: Financial & Administrative Services Department)

Recommendation:
Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

A.10 RESOLUTION REGARDING THE LIBERTY QUARRY (Report of: City Manager's Office)

Recommendation:
Discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

A.11 CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY DEVELOPMENT CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN (Report of: City Clerk's Department)

Recommendation:
That the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

A.12 TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS - DEVELOPER: WESTERN PACIFIC HOUSING - CORONA, CA 92880 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760;

2. Authorize the Mayor to execute the agreement;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City

Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
After conducting the Public Hearing and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeastern Calif Conf Sev Day Adventist—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014;

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 484-030-015 and 488-210-014.

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014;

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015 and 488-210-014.

E.2 PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of multifamily housing revenue bonds to finance the acquisition, construction and development of a 77-unit multifamily rental housing project known as Hemlock Family Apartments; and

2. Adopt Resolution No. 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the Community Redevelopment Agency of the City of Moreno Valley for Hemlock Family Apartments.

Resolution No. 2011-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue

Bonds for the Hemlock Family Apartments

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVIITES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.3 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCALYEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: City Manager's Office)

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for

Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing Trent Sauls

4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:39 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Service

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California,

in the amount of $69,918.00, “Minor Decoy/Shoulder Tap” Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500); and

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

Resolution No. 2011-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January, 2011

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;

2. Approve an “Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and

3. Authorize the City Manager to execute said “Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-

015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

1. Receive and File the 2010 Annual Report of the Planning Commission; and

2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:

Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Approve TM 34950-1, a final map for financing purposes; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

Motion to continue the item to May 24, 2011 Council Meeting by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E.2 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12

social service programs; and

2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder, George Price, Josiah Bruny, Pastor Earnesline Anderson and Hal Tubb.

Motion to receive and file by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported the following: demolition of an old hospital at March Air Reserve Base scheduled on March 28, at 10 a.m. with a renowned guest speaker Willie Brown; a trip to Washington, D.C. regarding pending projects and reduction in air force reserve staffing

b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

Council Member Pro Tem Hastings reported the following: announced an upcoming Clean Cities Coalition meeting at the Mission Inn, and the General Assembly meeting in Morongo on June 21 with a guest speaker Condoleezza Rice and encouraged everyone to attend; WRCOG received funding for AB 811 program, and the City will be given an update on how the program will be implemented

G.2 APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:
1. Appoint one (1) member for a term expiring March 31, 2013; or

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Carlos Ramirez for a term expiring March 31, 2013 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co Approved by a vote of 5-0.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Rescind the action from the last meeting of adopting Resolution No.

2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Recommendation: That the RDA:
Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member Robin N. Hastings, s/Agency Member William H. Batey II
Approved by a vote of 5-0.

G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:
1. Receive and file this report; and

2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, Deanna Reeder and Tom Jerele Sr.

Received and filed.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Marcia Amino
1. Land use and transportation planning
2. City Manager's salary
3. Car allowances

Pete Bleckert
1. Retirement benefits

Louise Palomarez
1. Audio for Council meetings
2. Rising Star program
3. Use of redevelopment money
4. Red light camera on Day Street

Tom Jerele Sr.
1. Commended public input
2. Red light camera on Day Street
3. Housing issues
4. Edgemont area potential
5. Graffiti at Sunnymead Boulevard area

Deanna Reeder
1. Public input at the Economic Development Subcommittee meetings
2. Requested information regarding Economic Development Subcommittee meetings
3. Public workshop in April
4. Council Member Co's Code Compliance case

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Attended the grand opening of Buffalo Wild Wings restaurant
2. Top five classes from the reading contest will go to a movie at Harkins Theatre on April 21; reading contest is a very successful program

Mayor Pro Tem Molina
1. Attended the Buffalo Wild Wings grand opening on Saturday; it is an indication that possibly the economy has bottomed out
2. On Saturday, went on a tour at Skechers given by Iddo Benzeevi; was very impressed with high technology; the tour, which is very informative, is open to the public

Council Member Co
1. Thanked everybody for participating in the Economic Development Subcommittee meetings
2. Stated that right now we are trying to do the best we can to allocate resources for the best possible results; we need jobs that provide good income; asked for input from the public

Council Member Hastings
1. Attended the Buffalo Wild Wings grand opening - was a standing room only; personally believes that the economy is turning around
2. Asked Community and Economic Development Director Barry Foster to report on the Small Business Development Center (SBDC) receiving an award; SBDC was recognized earlier this year as one of the top 10 SBDCs in the U.S.A and is the only one in California that received that designation; it is fantastic to have this facility in Moreno Valley to provide

assistance to small businesses
3. Congratulated Mayor Pro Tem Molina on bringing forward budget ideas; we need ideas to eliminate 14 million dollars budget deficit; asked the public to please forward any ideas to her; presented suggestions for reducing expenditures

Mayor Stewart
1. Stated that Buffalo Wild Wings received about 1300 job applications and hired about 110; there were long lines on the first day of opening
2. The Police Department made a fantastic arrest for an armed robbery; two people arrested committed about 20 commercial robberies; congratulated officers on fantastic work
3. Reiterated that Mayor's Award of Valor was presented to Rodrigo Murguia, David Westerhaus and Jimmy Zapata for their heroic action to save traffic collision victims from a burning car on November 17, 2010
4. All standing council subcommittee meetings are noticed and posted at least 72 hours before a meeting pursuant to the Brown Act

There being no further business to conduct, the meeting was adjourned at 9:56 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Stewart opened the agenda items for public comments; there being none, public comments were closed.

Closed Session was held in the City Manager's Conference Room, Second Floor, City Hall pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:13 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 12, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

Reports on Reimbursable Activities March 16 – April 5, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	3/24/11	Western Riverside Council of Governments (WRCOG) Advancing the Choice Expo
	3/30/11	Riverside County Sheriff's Annual Awards Ceremony
Robin N. Hastings	3/16/11	Sixth Annual Riverside County Student Academic Awards Dinner
	3/30/11	Riverside County Sheriff's Annual Awards Ceremony
Jesse L. Molina	3/30/11	Riverside County Sheriff's Annual Awards Ceremony
	4/5/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Richard A. Stewart	3/16/11	Student of the Month Luncheon
	3/30/11	Riverside County Sheriff's Annual Awards Ceremony

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: Approval of the 2011/2012 Fiscal Year Storm Water Protection Program Budget for County Service Area (CSA) 152

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) program requires the City to obtain a permit from the Santa Ana Regional Water Quality Control Board (Board) to release storm water into various drainage channels and washes throughout our community.

To fund their part of these activities the Riverside County Flood Control District established a benefit assessment district. The County of Riverside (County) formed CSA 152 as a means for it and other local governments to recover costs through property assessments. On December 21, 1993, the City along with several other County cities was annexed into CSA 152. The purpose of the annexation was to provide a funding mechanism for the federally mandated storm water cleanup program.

On November 1, 1994, the Administrative Services Agreement for the CSA 152 Program was executed between the County and the City. The Agreement established the responsibilities and obligations of the City and the County concerning the management and financing of CSA 152. On October 26, 2010, the City Council authorized the Mayor to execute a new Administrative Services Agreement.

On June 27, 1995, the City Council approved the NPDES and CSA 152 budgets and assessment. The City Council also passed Resolution No. 95-45 adopting the BAU assessment of $8.15 per year. The assessment has remained unchanged since 1995.

On February 25, 1997, the City Council made a finding determining that the NPDES program as administered by the City was in compliance with the provisions of Proposition 218. Specifically, the City Council found that the NPDES assessment existed on the effective date of the State Constitutional Amendment and that the assessment was imposed exclusively to finance maintenance and operation expenses for streets, flood control and drainage systems. Therefore, the Council found that the NPDES program was exempt per Section 5(a) of Article XIII D of the State Constitution.

On January 29, 2010, the Board issued a new NPDES permit. The requirements of the new permit necessitate the City to expand its NPDES program to include the following:

- Additional compliance monitoring to include Total Maximum Daily Load (TMDL)
- Development of comprehensive implementation and management plans
- Expansion of inspection program to now include residential elements

In addition, the City will still be required to comply and maintain its existing program elements. The City must continue to implement Best Management Practices (BMPs) within our community that reduces pollutants entering our streams and channels. Among those practices are: public education, material disposal and recycling programs, spill prevention and cleanup programs, and street and storm drain maintenance.

DISCUSSION

The County is the lead agency in administering CSA 152 and the City is a participating agency. In order to continue with the service provided under CSA 152, the City is required to take the following actions:

1. Approve the CSA 152 Budget for FY 2011/2012 in a specific amount; and

2. Approve a CSA 152 Assessment per Benefit Assessment Unit (BAU) for FY 2011/2012.

The revenues collected will normally increase even if the charge for the annual assessment remains constant as a result of new development. This occurs because the total number of properties paying the assessment increases each year.

Current information provided by the County of Riverside Economic Development Agency indicates a decrease in the FY 2011/2012 CSA 152 projected revenues of $49,143 from the current fiscal year projected revenues. The decrease is due to a change in the methodology used to calculate the number of BAUs from new and existing development in the City. The revenue decrease will impact program fund transfers and will be addressed by the City Council during the FY 2011/2012 budget process. Staff is not recommending at this time an increase in the BAU assessment that would require a mail ballot process under Proposition 218; therefore the assessment will remain unchanged at $8.15 per BAU.

As noted above, the budget decrease is a result of the change in methodology used by the County of Riverside Economic Development Agency to determine the total BAU's in this current fiscal year. Since the annual BAU assessment will remain unchanged, there is no need to have any further Council action related to CSA 152.

The CSA 152 Administrative Services Agreement requires the City to adopt a CSA 152 budget in early spring. To ensure the funding is secured and the assessment remains on the tax rolls for FY 2011/2012 staff is recommending Council adopt the CSA 152 budget as presented this evening.

The following CSA 152 events are scheduled for the next fiscal year:

1.	Assessment begins	July 2011
2.	First installment to City	January 2012

There are many possible alternatives to funding the NPDES program, which require General Fund contributions or other fund contributions either in total or in combination with CSA 152 funds.

Failure by the City to enforce the NPDES program and seek sufficient funding can result in penalties of up to $37,500 per day for noncompliance and or civil and criminal penalties. This is a federally mandated program administered by the State. **There has been neither State nor federal monies allocated to local agencies to address these requirements**.

ALTERNATIVES

1. Approve the CSA 152 Budget for FY 2011/2012 in the amount of $537,553 and authorize the levy of CSA 152 Assessment at $8.15 per BAU for FY 2011/2012. *Approval of this alternative assures that a portion of the funds necessary to support the various storm water management and maintenance programs for the City will continue to be collected.*

2. Do not approve the CSA 152 budget for FY 2011/2012 in the amount of $537,553, and authorize the levy of CSA 152 assessment at $8.15 per BAU for

FY 2011/2012. *This alternative does not provide for the collection of the assessment on the annual tax rolls that is necessary to fund portions of the storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.*

FISCAL IMPACT

Adoption of the recommended CSA 152 budget and levy assessment will ensure that the City receives its legally authorized funds from this source. However, CSA 152 revenue together with other NPDES related revenues do not fully fund program costs. Fund transfers are anticipated to make up this shortfall and will be further addressed during the FY 2011/2012 City budget process.

Attachment No. 1 is a budget detail sheet and shows the proposed activities and amounts to be funded through the FY 2011/2012 CSA 152 revenues.

Due to the increasing difference between the projected CSA 152 revenue and the NPDES storm water program budgets, it may be necessary in the future to increase the CSA 152 assessment per BAU, identify and implement other funding sources and/or continue fund transfers.

The recommended action tonight will meet the County's deadline and assist in funding the NPDES storm water programs. Approving the CSA 152 budget will help relieve the burden on fund transfers.

The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program.**

CITY COUNCIL GOALS

The recommended action furthers City Council goals by:

- Revenue Preservation. It maintains a revenue source for a federally mandated program.
- Public Safety. It provides for enhancement of water quality and control of hazardous waste.
- Community Image, Neighborhood Pride, and Cleanliness. It provides for a high level of street sweeping and chemical cleanup.
- Public Facilities and Capital Projects. It insures the proper maintenance of storm drains.

SUMMARY

CSA 152 revenues provide partial funding for the NPDES program. The Administrative Services Agreement between the County and the City requires the City to prepare the CSA 152 budget and submit the budget to the County in early spring. To ensure CSA 152 funding is secured and the assessment remains on the tax rolls for FY 2011/2012 staff is recommending Council adopt the CSA 152 budget as presented. Collection of the assessments on the annual tax rolls is necessary to fund portions of the NPDES storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.

NOTIFICATION

Publication of Agenda

ATTACHMENTS/EXHIBITS

Attachment No. 1; Fiscal Years 2010/11 & 2011/12 CSA 152--Budget Detail

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Kent Wegelin
Storm Water Program Manager

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00101889

CITY OF MORENO VALLEY

FISCAL YEARS 2010/11 & 2011/12 CSA 152 - BUDGET DETAIL

		FY2010/11	***FY2011/12***
1. STORM DRAINAGE SYSTEM INSPECTION (36" AND GREATER - 99,710 LF)			
A.	Inspection	$5,400	***$5,400***
B.	Document Violations	$1,200	***$1,200***
C.	Inspection Preparation Plan	$5,000	***$5,000***
D.	Update Facilities Drawings	$8,000	***$8,000***
	********** Sub-total =	$19,600	***$19,600***
2. DRAINAGE AREA MANAGEMENT PLAN (DAMP)			
A.	Catch Basin Maintenance	$167,449	***$151,553***
B.	Street Sweeping	$269,880	***$239,414***
C.	Development of Ordinances/Policies/BMPs	$12,000	***$12,000***
D.	Training Program Implementation	$1,500	***$1,500***
E.	Inspection of Illegal Connections and Dumping	$5,000	***$5,000***
F.	Development of Municipal Facilities Strategy	$5,000	***$5,000***
G.	Litter/Trash Characterization	$5,000	***$5,000***
	********** Sub-total =	$465,829	***$419,467***
3. PROGRAM ADMINISTRATION & SUPERVISION			
A.	Program Management	$15,000	***$15,000***
B.	Consultant's Fee (RCFC&WCD)	$12,699	***$12,699***
	********** Sub-total =	$27,699	***$27,699***
4. LEGAL MAILINGS			
A.	Associate Environmental Engineer Cost	$2,900	***$2,900***
B.	Clerk's Cost	$1,150	***$1,150***
C.	Postage Cost	$18,999	***$18,999***
	********** Sub-total =	$23,049	***$23,049***
5. ASSESSOR CHARGE - $0.25/parcel		$11,310	***$11,310***
6. COUNTY COMPUTER TIME		$6,000	***$6,000***
7. CSA 152 ADMINISTRATION FEE (6%)		$33,209	***$30,428***
TOTAL PROJECTED YEARLY COST(1. through 7.)		$586,696	***$537,553***
	ANNUAL ASSESSMENT		
	COST	$586,696	***$537,553***
	TOTAL BENEFIT ASSESSMENT UNITS	71,987	***65,957***
	ANNUAL ASSESSMENT PER BAU	$8.15	***$8.15***

Attachment 1

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MV00101891

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: April 12, 2011

TITLE: Replacement of Play Structures and Playground Surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park

RECOMMENDED ACTION

Staff recommends that the Mayor and the City Council:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park.

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

BACKGROUND

In order to comply with the California Code of Regulations, Health and Safety Codes, American Society for Testing and Materials (ASTM) and the U.S. Consumer Products Safety Commission (CPSC), play structures that are not compliant need to be retrofitted and/or replaced to be in compliance. Retrofitting is not an option in these cases, since the play equipment at these sites was discontinued in the 1990's. Miracle Recreation Equipment Company is the supplier for all the play structures that need replacement. Miracle Recreation Equipment Company's play equipment is part of the Parks and Community Services Department's specified standards for tot lots and playgrounds. The play equipment being replaced was manufactured by Miracle Recreation Equipment Company. Additionally, Miracle Recreation Equipment Company handles the specified ADA compliant surfacing used in City parks.

DISCUSSION

Miracle Recreation Equipment Company is the "sole source" for Miracle brand playground equipment and ADA compliant surfacing; therefore, other bids are unobtainable. City Ordinance No. 587, Chapter 3.12, Section 080 permits the use of "sole source", due to Miracle Recreation Equipment being the only company that matches technical specifications of currently owned play equipment. Additionally, the City is eligible to utilize H-GAC Buy (Houston-Galveston Area Council government-to-government procurement service) to receive substantial discount pricing on the play equipment, surfacing and its installation. In order to maintain and ensure the continuity of adopted park standards and compliance with the State and Federal codes and regulations, staff recommends that Miracle Recreation Equipment Company provide the play structures and this service during installation of the new structures at John F. Kennedy Veterans Memorial Park and Woodland Park.

Performance and Material and Labor security (bonds) have not being required on this project, since the City will only disburse funds after the contracted equipment has been fully installed, inspected, and certified by a Certified Playground Safety Inspector (CPSI).

ALTERNATIVES

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park. (Staff recommended this option.)

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500. (Staff recommends this option.)

3. Elect not to award a purchase order to Miracle Recreation Equipment Company at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new play structures and playground surfacing is estimated not to exceed $ 241,976.03, utilizing Parkland Development Impact Fees (205). This item is an approved budget item for FY 10/11 in Business Unit 461.65329.7500.

This recommended action imposes NO fiscal impact to the General Fund.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Exhibit 'A': Independent Contractor Agreement

Prepared By:
Tony Hetherman
Parks Projects Coordinator

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00101895

EXHIBIT A

City of Moreno Valley

INDEPENDENT CONTRACTOR AGREEMENT

PROJECT 10/11-65329

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. **CONTRACTOR INFORMATION**:

Miracle Recreation Equipment Company
878 E Hwy 60
Monett, MO 65708
Business Phone: 800-264-7225, Fax No. 877-215-3869
Other Contact Number: 951-695-4515
Social Security Number: N/A
Business License Number: 22609
Federal Tax I.D. Number: 43-1595099

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES**:

A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
B. The City's responsibility, other than payment, is described in Exhibit "B" attached hereto and incorporated herein by this reference.
C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
D. The Contractor Starting Date is the date listed on the issued Purchase Order, which will be utilized as the "Notice to Proceed". The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **ninety (90) working days** after said date in the "Notice to Proceed". The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.
E. The work performed in this contract shall be performed Monday through Friday, 7 a.m. to 4 p.m. City observed holidays shall be observed by the Contractor and no work shall be performed on these dates.

3. **STANDARD TERMS AND CONDITIONS**:

A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.

E. Contractor Indemnification. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and the (CSD), its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

F. City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD)and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Contract Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

(a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through

the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

J. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

K. Partial Payments.
For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work, which will be recognized for progress payment purposes.

John F. Kennedy Playground Equipment Installed Complete	$85,414.63
Woodland Park Playground Equipment Installed Complete	$156,561.40
Total Contract Amount	$241,976.03

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work. A maximum total of two (2) payments will be made, as listed herein, after each item has been fully installed, inspected and certified by an authorized Certified Playground Safety Inspector (CPSI).

L. Stop Notice Withholds. The City may withhold payments to cover claims filed under Civil Code § 3179 et seq.

M. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

N. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

O. Legal Action. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.

P. Warranty. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements

thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

Q. Prevailing Wage. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents. The Contractor shall submit a list of all trades utilized in the project and corresponding DIR wage determinations.

R. Records. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

S. Performance. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

T. Workers' Compensation. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

U. Contract Commencement. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

V. Licensing. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.Mailing address: P.O.Box 26000,Sacramento, CA 95826.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley	Contractor/Consultant Name
BY: _____ Mayor	BY: _____
	TITLE: _____ (President or Vice President)
_____ Date	_____ Date
	BY: _____
	TITLE: _____ (Corporate Secretary)
	_____ Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds 15,000)

_____
Date

ATTACHMENT 'A'

SCOPE OF WORK

John F. Kennedy Veterans Memorial Park:

1. Provide and maintain temporary fence around area of work (no barb wire allowed).
2. Remove and dispose of (E) Lokville structure, 2 swings, and concrete footings. Recycle steel and concrete.
3. Remove and dispose of (E) Lokville pathway at Lokville structure.
4. Remove, dispose and recycle concrete pad under rubber pathways and existing ramp.
5. Install two ADA ramps with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramps must extend to the bottom of the play pit and have a minimum 4" high protective edge. All ramps shall be compliant with ADA/Title 24 and have landings. Ramps shall be reinforced with #4 rebar @ 24" on center.
6. Displace (E) EWF for new play equipment installation and regrade.
   Install one (1) large sump drain, utilizing drainage fabric and ¾" washed gravel. The grade shall slope approximately 2% toward the sumps.
7. Install Miracle KC play structure, swing seats, Xccent riders, Xccent F4 and replacement slide. (per attachment 'D').
8. Excludes Fibar installation. To be purchased and installed by Parks Maintenance.
9. Replace/repair turf damage from access route
10. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 2500 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
11. Contractor shall notify Underground Service Alert, prior to any excavation.
12. Contractor to provide certified payroll reports weekly.
13. Contractor to provide unconditional releases from all material suppliers and subcontractors.
14. Concrete removals from the site shall be sent to a recycling facility. Contractor to provide the City a **weight certification and weight in 'Tons'** for all concrete removed from the project. The certification shall be generated from the disposal or recycler facility. The contractor shall be careful not to contaminate concrete with other foreign matter.

ATTACHMENT 'A'

SCOPE OF WORK (continued)

Woodland Park (Two Areas):

1. Provide and maintain temporary fence around area of work (no barb wire allowed).
2. Demo and dispose of all existing play equipment, rubber surfacing and footings. Recycle steel and concrete.
3. Excavate and dispose of approximately 6000 square feet of existing sand to a minimum depth of 14".
4. Install two concrete ADA ramps with a maximum 4.5% slope (direction of travel) and a 1.5% maximum cross slope. The ramps must extend to the bottom of the play pit and have a minimum 4" high protective edge. All ramps shall be compliant with ADA/Title 24 and have landings. Ramps shall be reinforced with #4 rebar @ 24" on center.
5. Install tow (2) large sump drains, utilizing drainage fabric and ¾" washed gravel. The grade shall slope approximately 2% toward the sumps.
6. Install Miracle KC play structures, swing seats and Xccent rider (per attachments 'E' AND 'F').
7. Install a minimum of 6,092 square feet of Fibar System 300 (including filter cloth and drainage channels) to a compacted depth of 12", utilizing a blow-in system. Contractor shall make allowances for the extra depth created by the drainage slope. The finished surface of Fibar shall be level across the perimeter of the play pit.
8. a. Remove & dispose (E) pavers (1,441 sf)
   b. Remove & dispose (E) concrete walks (224 sf)
   c. Sawcut, remove & dispose (E) concrete curb (88 lf)
   d. Construct 4" concrete walk, 3250 psi no fly ash med, broom finish (944sf)
   e. Construct (2) concrete ramps at play area
   f. Construct 8" x AV 18" H concrete play curb with 2 #4 cont. (43 lf)
   g. Replace/repair turf damage from access route
   h. Powerbrush/clean exposed split face wall (2) areas where ramp occurs
9. Contractor to supply product submittals and shop drawings. Concrete shall be Greenbook 2500 PSI for footings and Greenbook 560C-3250 PSI for flatwork. Fly ash will not be permitted on any concrete. Contractor shall compact all footing excavations and flatwork sub base to 90%.
10. Contractor shall notify Underground Service Alert, prior to any excavation.
11. Contractor to provide certified payroll reports weekly.
12. Contractor to provide unconditional releases from all material suppliers and subcontractors.
13. Concrete removals from the site shall be sent to a recycling facility. Contractor to provide the City a **weight certification and weight in 'Tons'** for all concrete removed from the project. The certification shall be generated from the disposal or recycler facility. The contractor shall be careful not to contaminate concrete with other foreign matter.

ATTACHMENT 'B'

CITY'S RESPONSIBILITY AND PROJECT LOCATION

→ Provide access to the site.

→ Provide contractor access to water.

→ Ensure irrigation water is off as necessary for the Contractor to perform their duties. The contractor shall notify the Park Maintenance Division one working day in advance to have irrigation turned off.

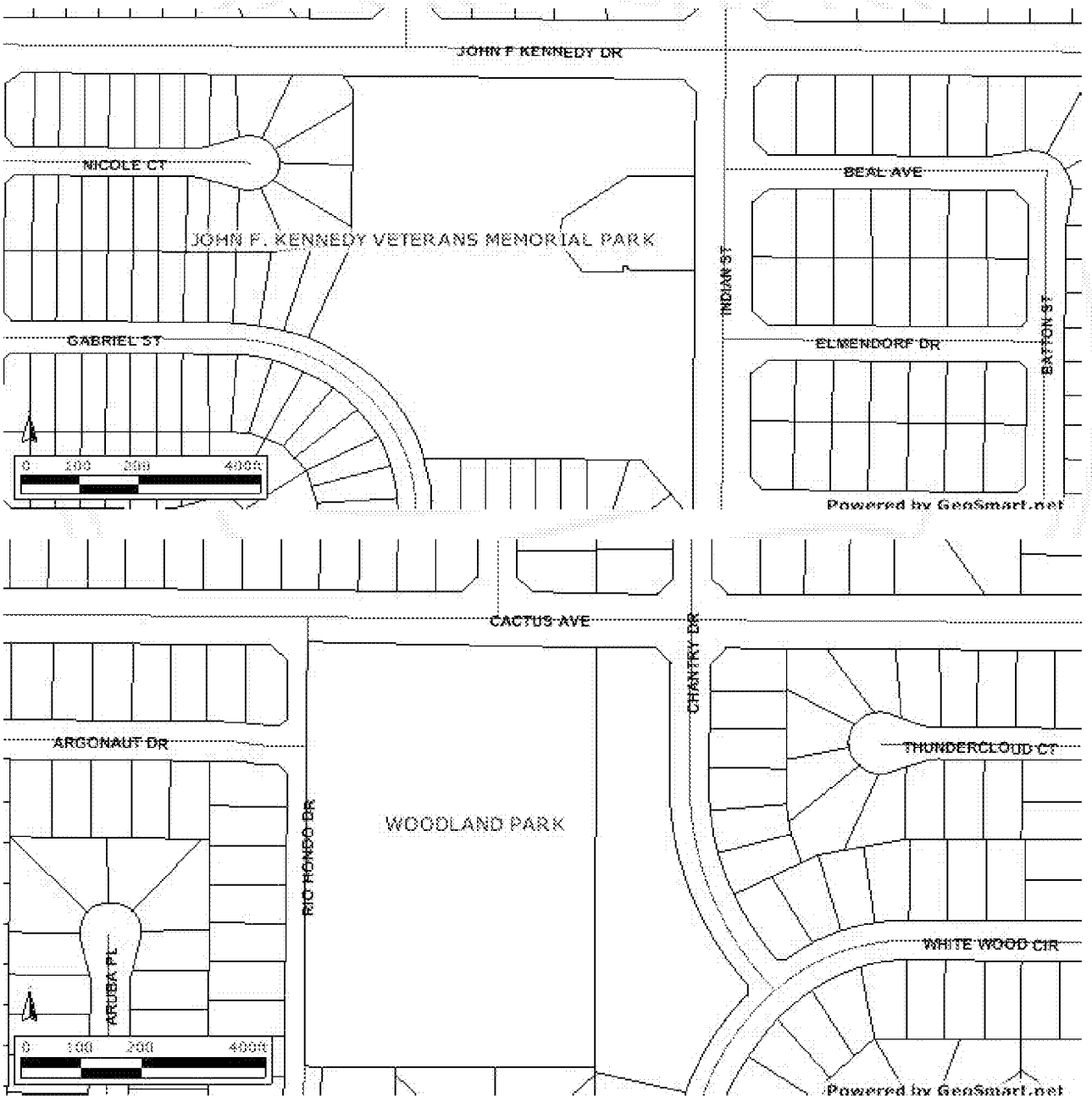

ATTACHMENT 'C'

TERMS OF PAYMENT

1. The Contractor's total compensation shall not exceed **$ 241,976.03**, consisting of $85,414.63 for John F. Kennedy Veterans Memorial Park play equipment installed complete and $156,561.40 for Woodland Park playground equipment installed complete.

2. The Contractor will submit invoices to the City along with documentation evidencing services completed. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

3. The City shall pay the Contractor for all invoiced, materials and labor as identified in the contract within thirty (30) days of completion, inspection and certification of compliance with national standards set by the American Society for Testing and Materials (ASTM) and Consumer Safety Commission (CPSC), performed by an approved Certified Playground Safety Inspector (CPSI).

4. Any fees for authorized professional services furnished by the Contractor which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such service will be subject to a late charge of the percent (1%) of the unpaid amount for each month for which payment has not been received by the Contractor.

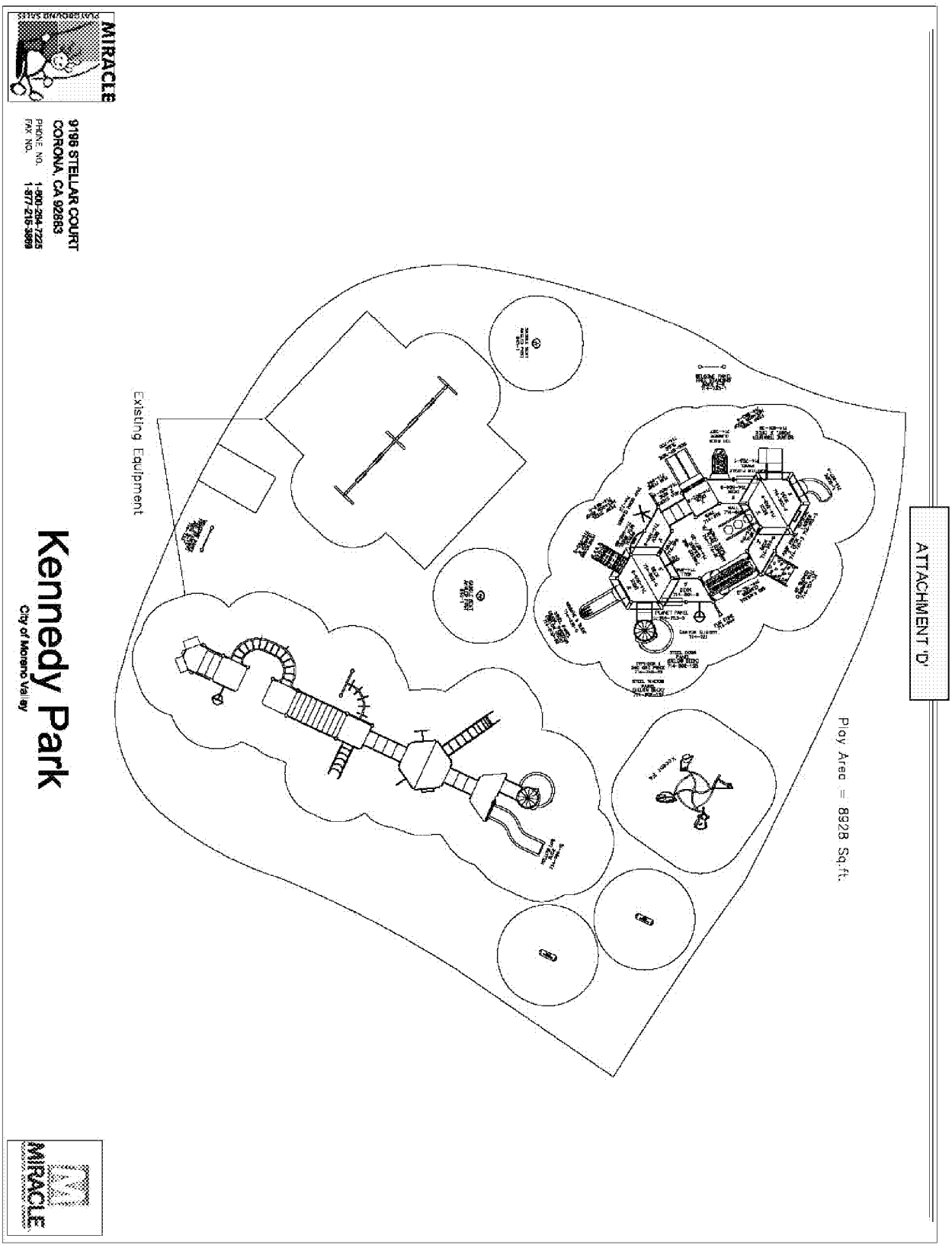
ATTACHMENT 'D'
Play Area = 8928 Sq.ft.
Existing Equipment
Kennedy Park
City of Moreno Valley
MIRACLE
PLAY GROUND SALES
9196 STELLAR COURT
CORONA, CA 92883
PHONE NO. 1-800-264-7225
FAX NO. 1-877-215-3969
MIRACLE

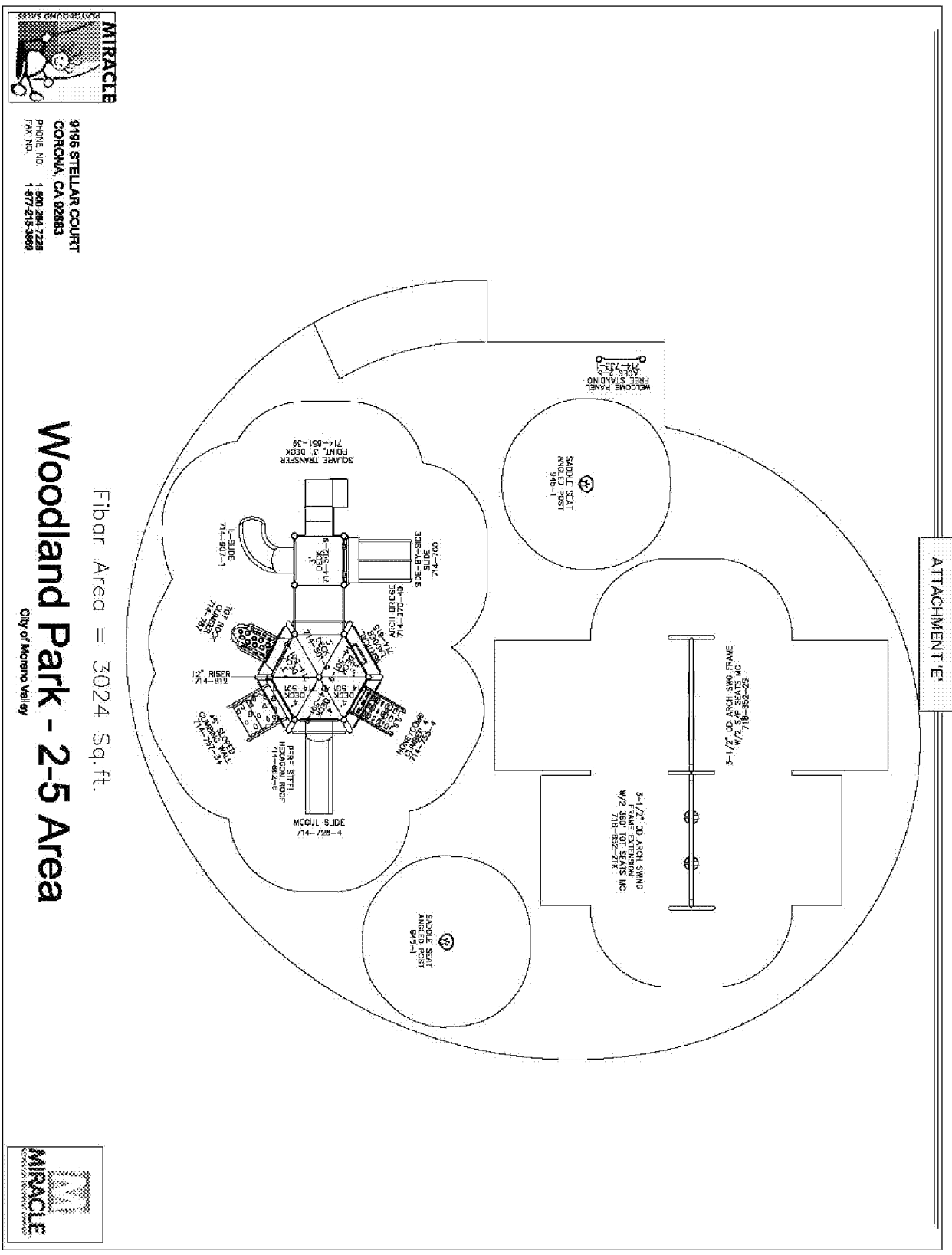
ATTACHMENT 'E'
3-1/2" OD ARCH SWG FRAME W/2 S/P SEATS MC 718-852-22
3-1/2" OD ARCH SWG FRAME EXTENSION SGL/ DBL SEATS MC W/2 718-852-21K
SADDLE SEAT ARCH 1ST 845-1
SADDLE SEAT ARCH 1ST 845-1
WELCOME PANEL FREE STANDING 714-753-1
SQUARE TRANSFER POINT 3' DECK 714-851-36
00/-14' SIDE SIDE-BY-SIDE
ARCH BRIDGE 714-870-49
L-SLIDE 714-867-1
TO MOON CLIMBER 714-783
12" RISER 714-811-2
45° SLOPED CLIMBING WALL 714-797-34
FREE STEEL HEXAGON ROOF 714-862-6
MOGUL SLIDE 714-726-4
MONKEY BARS 714-752-4
DECK 4'-501
DECK 3'-502
DECK 4'-501
DECK 3'-502
Fiber Area = 3024 Sq.ft.
Woodland Park - 2-5 Area
City of Moreno Valley
MIRACLE PLAYGROUND SALES
9196 STELLAR COURT
CORONA, CA 92883
PHONE NO. 1-800 294-7225
FAX NO. 1-877-215-3869
MIRACLE

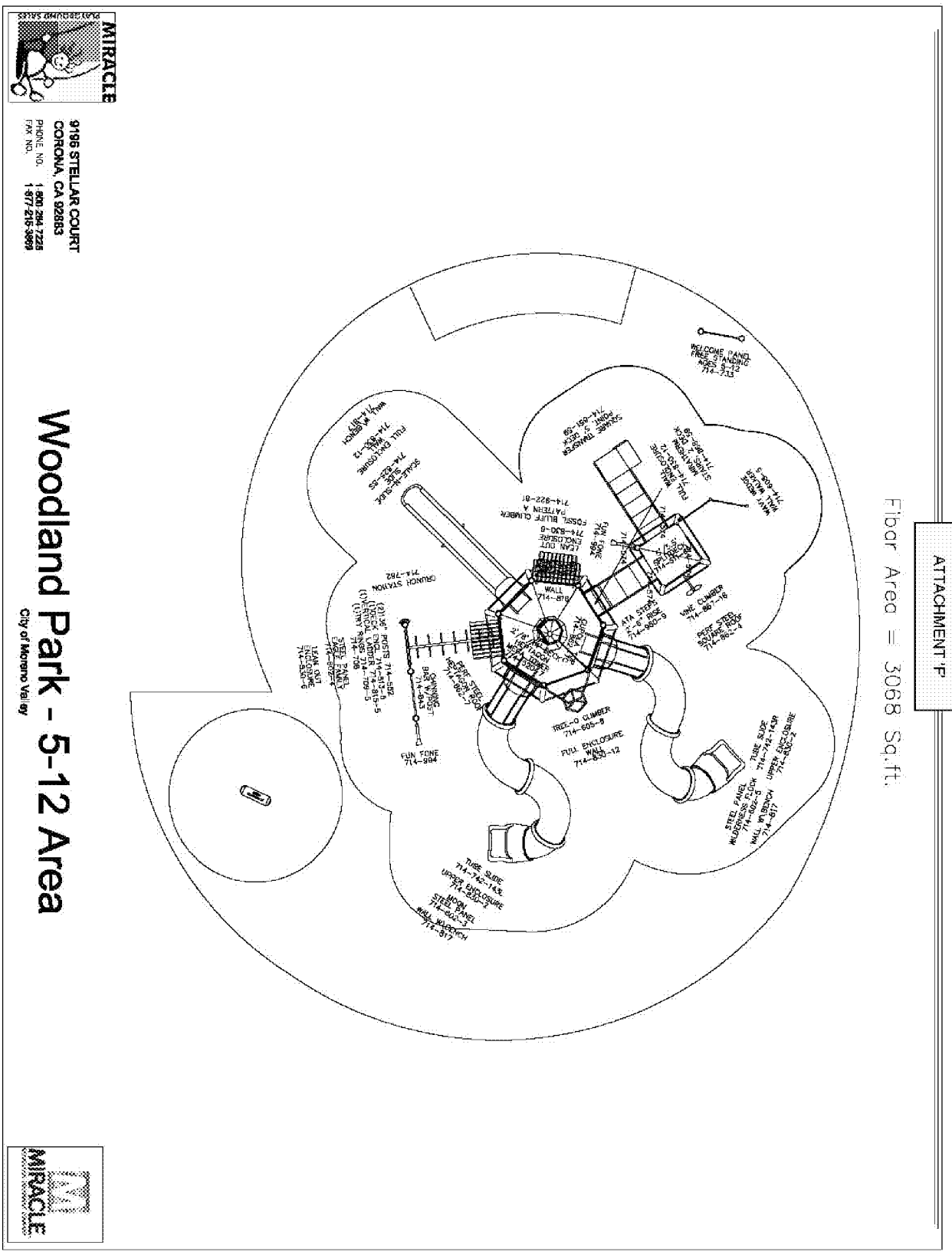
ATTACHMENT 'F'
Fibar Area = 3068 Sq.ft.
WELCOME PANEL
FREE STANDING
ROCK 9-12
714-333
MAZE WALKS
714-600-5
SHADE TRANSFER
POINT 5' DECK
714-651-58
STAIR TREAD
714-658-58
FULL ENCLOSURE
WALL
714-630-12
WALL ENCLOSURE
714-630-12
ATA STEPS
714-960-3
VINE CLIMBER
714-867-16
PERF STEEL
SQUARE ROOF
714-862-4
WALL
714-878
LEAN OUT
ENCLOSURE
714-500-6
FOSSIL BLUFF CLIMBER
PATTERN A
714-922-61
SCALE-A-SLIDE
SLIDE
714-625-25
FULL ENCLOSURE
WALL
714-630-12
WALL BENCH
714-817
ORANGE STATION
714-762
(2)36" POSTS 714-582
(1)DECK UNDER 714-613-5
(1)TRY RINGS 714-709-3
STEEL PANEL
714-862-4
LEAN OUT
ENCLOSURE
714-500-6
CHANNING
BAR W/ POST
714-894-3
FUN FONE
714-994
TREE-O CLIMBER
714-605-9
FULL ENCLOSURE
WALL
714-630-12
TUBE SLIDE
714-742-14A
UPPER ENCLOSURE
714-630-2
STEEL PANEL
WILDERNESS FLOOR
714-862-5
WALL WORKBENCH
714-817
TUBE SLIDE
714-742-14A
UPPER ENCLOSURE
714-630-2
MOON PAN
STEEL PANEL
714-862-4
WALL WORKBENCH
714-817
MIRACLE
PLAYGROUND SALES
9195 STELLAR COURT
CORONA, CA 92883
PHONE NO. 1-800 294-7225
FAX NO. 1-877-215-3969
Woodland Park - 5-12 Area
City of Moreno Valley
MIRACLE

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: April 12, 2011

TITLE: Resolution for the Abatement of Public Nuisances

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

BACKGROUND

Pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect and preserve the health, safety, and general welfare of the public, the City Manager or his designee directs the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be obtained by recording a Notice of Special Assessment with the County Recorder's Office.

DISCUSSION

The Property Assessment List for general nuisance and weed abatements is hereby submitted for review and consideration by the City Council. Fire Prevention Bureau staff initiated and completed abatement action of weeds in various locations within the City.

A statement of costs was mailed to the legal owner of record for each property requiring abatement action. The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of each abatement is included in the statement of costs, along with the owner's name(s), property description, and the cost for the abatement action. A copy of the statement of costs shall remain on file in the Fire Prevention Bureau.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2010. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2011/2012 tax bill if not paid directly to the City by July 1, 2011. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

ALTERNATIVES

1. Pursuant to Chapter 6.04.100, Council may revise, correct or modify the statement of costs as deemed appropriate.

2. Council may approve Staff's report, and adopt the Resolution for the Abatement of Public Nuisances.

FISCAL IMPACT

1. Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List

2. Not adopting the resolution would result in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.

As detailed in Exhibit 1, the costs incurred by the City for contractual abatements are outlined below. An additional $13.00 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY11/12.

Fire Prevention Bureau

Contractual, Inspection, and Administrative	$128,951.17
S.D.A. Fixed Charge Fee: (141 @ $13.00 each)	$1833.00
Total:	130,783.17

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2011, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Special Assessment for each property shall remain on file in the Fire Prevention Bureau. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

CITY COUNCIL GOALS

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

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

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

SUMMARY

The Fire Prevention Bureau performed public nuisance abatements during 2010. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

> By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a "Notice to Abate" on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of weed abatement conditions was specifically met by:
1. Mailing a "Notice to Abate" to property owners by regular mail.
2. Telephone contact with property owners, when possible (i.e., phone number on file).

ATTACHMENTS/EXHIBITS

Attachment A:	Moreno Valley Municipal Code Chapter 6.04, Abatement of Public Nuisances
Attachment B:	Sample Notices: Weed and Nuisance Abatement Notice
Attachment C:	Resolution No. 2011–30
Exhibit 1:	Property Assessment List

Prepared By:
Lisa Turnbow
Senior Administrative Assistant

Department Head Approval:
Steve Curley
Fire Chief

Concurred by:
Randall Metz
Fire Marshal

W:\Fire\Abatements\2010 Council Mtg for fy10/11 tax year\Staff Report Information\STAFF REPORT Nuisance CC MtgApr 12.doc

Chapter 6.04

ABATEMENT OF PUBLIC NUISANCES*

Sections:

6.04.010	**Purpose.**
6.04.020	**Definitions.**
6.04.030	**General provisions.**
6.04.040	**Declaration of nuisances.**
6.04.050	**Abatement.**
6.04.060	**Authorization for city manager.**
6.04.070	**Authority to inspect.**
6.04.080	**Notification of nuisance.**
6.04.090	**Appeals.**
6.04.100	**Abatement by city.**
6.04.110	**Emergency abatement.**
6.04.120	**Abatement costs.**
6.04.130	**Alternatives.**

* Prior ordinance history: Ords. 363, 471, 509, 528, 533 and 694.

6.04.010 Purpose.

This chapter is adopted to declare what constitutes a public nuisance and to establish procedures to abate nuisances and to recover costs of such abatement. It is declared to be in the public interest to promote the health, safety and welfare of the residents of the city by providing a summary procedure for the abatement of nuisances, which abatement procedures shall be in addition to all other proceedings by this code or otherwise by law. (Ord. 772 § 2, 2008)

6.04.020 Definitions.

Unless specifically defined in this section, words and phrases used in this chapter shall be interpreted to give them the meaning in common usage and to give this chapter its most reasonable application.

"Abandoned" (vehicle) means any vehicle which has been left on private property or public property in such inoperable or neglected condition that the owner's intention to relinquish all further rights or interests in may be reasonably concluded.

"Abandoned" (building, structure or property) means any property that is vacant and under a current notice of default, notice of trustee's sale or that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure, or that is transferred under a deed in lieu of foreclosure or sale.

"Abatement" means the demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; or the removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of harboring, breeding, or attracting rodents or insects or producing odors or blight.

"Attractive nuisance" means any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril which exists, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it. Attractive nuisances may include, but shall not be limited to: (1) abandoned and/or broken equipment; (2) hazardous pools, ponds, culverts, excavations; and (3) neglected machinery.

"Building" means any structure, including, but not limited to, any house, garage, duplex, apartment, condominium, stock cooperative, mobilehome, or other residential, commercial

or industrial structure or any portion thereof, which is designed, built, rented or leased to be occupied or otherwise is intended for supporting or sheltering any use or occupancy, and any commercial, industrial or other establishment, warehouse, kiosk or other structures affixed to or upon real property, used for the purpose of conducting a business, storage or other activity.

"Construction material" means any discarded material from the building or destruction of structures, roads and bridges, including concrete, rocks, asphalt, plasterboard, wood and other related material.

"Enforcement officer" means the individual designated by the city manager to cause inspections and to take such actions as may be required by the provisions of this chapter for the purpose of enforcing the city's municipal code.

"Garbage" means any putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of the substance.

"Hazardous substance" means any chemical compound, mixture, substance or article which is identified or listed by the United States Environmental Protection Agency or appropriate agency of the State of California as a "hazardous waste," as defined in 40 C.F.R. Section 261.33, except that for the purposes of this chapter, hazardous waste also shall include "household waste," as defined in 40 C.F.R. 261.4(B)(1).

"Hearing officer" means the individual appointed by the city manager to hear the appeal on a determination of the existence of a nuisance.

"Improved surface" means a ground surface covered or paved with concrete, asphalt, brick and mortar, stone and mortar, concrete pavers and mortar and/or such other material as has been approved for parking of vehicles by the community development director in such a manner as is designed to properly support the gross weight of the class of vehicle parked, support all wheels of the vehicle and permanently prohibit both weed growth around and under the vehicle and leakage of oil, fuel and other fluids into the ground.

"Infestation" means the presence, within or contiguous to, a structure or premises of termites, insects, vermin rodents or other pests. If the actual presence of pests cannot be confirmed, the presence of fresh droppings, larvae, eggs, recent rodent holes or other such evidence may be used to identify a current infestation.

"Inoperable vehicle" means any vehicle which cannot be legally operated on a public street because the vehicle lacks an engine, transmission wheels, tires, doors, windshield or any other part or equipment necessary to operate the vehicle safely, or is not currently registered with the California Department of Motor Vehicles.

"Junk" means any cast-off, damaged, discarded, obsolete, salvaged, scrapped, unusable, worn-out or wrecked object, thing or material including, but not limited to, those composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, plaster, rubber, terra cotta, wool, cotton, cloth, canvas, wood, metal, sand, organic matter or other substance, crates, cartons, containers, boxes, machinery or parts thereof, scrap metal, furniture or parts thereof, trimmings from plants or trees, cans, bottles and barrels.

"Odor" means any smell, scent or fragrance.

"Owner" means any person, agent, firm or corporation having legal or equitable interest in the property.

"Person" means an individual, partnership, corporation, association or organization, or agent of any of the foregoing.

"Premises" means any lot or parcel of land upon which a building is situated, including any portion thereof improved or unimproved, and adjacent streets, sidewalks, parkways and parking areas.

"Property" means any lot or parcel of land, including any alley, sidewalk, parkway or unimproved public easement.

"Refuse" means any putrescible and nonputrescible solid waste, except sewerage, whether combustible or noncombustible and includes garbage and rubbish.

"Responsible person" means the owner of record of real property, any occupant, agent, custodian, lessee, manager, user or interested holder in property or premises, including, but not limited to, a trustee or beneficiary who holds a deed of trust to abandoned property; or any other person determined to have caused, committed, or permitted a violation of this code, or any other law, statute, regulation or rule regulating public nuisances.

"Right-of-way" means any area or parcel of property granted, deeded, dedicated to, or otherwise acquired by the city or the public at large for any public purpose including, but not limited to, roadways, alleys, streets, parkways, pedestrian ways, and sidewalks.

"Vacant" or "vacated" means real property not lawfully occupied by or with the consent of the owner or leaseholder of the property.

"Vehicle" means any device by which any person or property may be propelled, moved, or drawn upon a highway or upon water or through the air, excepting a device moved exclusively by human power.

"Weeds" means useless and troublesome plants generally accepted as having no value and frequently of uncontrolled growth. (Ord. 772 § 2, 2008)

6.04.030 General provisions.

A. The provisions of this chapter are applicable to all property located within the city wherein any of the conditions, uses or activities hereafter specified are found to exist.

B. This chapter shall not apply to any condition expressly allowed or authorized by federal or state law or any other provision of this code.

C. The list of conditions, uses and activities declared to be public nuisances is not intended to be exclusive and additional conditions, uses or activities may be declared by the city council by amendment of this chapter or any other means authorized by law.

D. Violations of this chapter shall be treated as strict liability offenses regardless of intent. (Ord. 772 § 2, 2008)

6.04.040 Declaration of nuisances.

It is unlawful and is declared a nuisance for any responsible person in the city to maintain or allow another to maintain, or fail to maintain any of the following conditions:

A. Buildings, structures, facilities, equipment, devices or improvements:

1. Maintained in violation of any provision of any comprehensive or uniform building, plumbing, electrical, housing, mechanical or fire code as adopted by the city or enacted by the state of California and codified in the California State Codes or within the California Code of Regulations;

2. Maintained in violation of any provision of Title 9 of this code, including, but not limited to, prohibited uses, setback violations, development standards and sign regulations;

3. Which have been abandoned, vacated, boarded up, partially destroyed, or left in a state of partial construction or repair for a period exceeding ninety (90) days, or and have become accessible to unauthorized persons including, but not limited to, juveniles, vagrants or persons engaged in illegal, hazardous, drug or gang activity;

4. Which have become defective, unsightly, or in such a condition of deterioration or disrepair as the same may cause depreciation of the property values to surrounding properties;

5. Upon which the condition of the exterior coating has become so deteriorated as to permit decay, excessive checking, cracking, dry rot, termite infestation, broken windows or warping;

6. With graffiti or other words, lettering or drawings not otherwise permitted by the provisions of this code, state or federal law on visible or exterior surfaces;

7. Without a connection to a sewer disposal system or sanitary sewer if occupied or with any leaking seeping sewage;

8. Without a connection to a permanent electrical service if occupied and such service is available within three hundred (300) feet of the occupied building or structure.

9. Without hot water, running water, adequate heating, and electricity if occupied;

10. Constructed in violation of any state or local law or regulation relating to the condition, use or maintenance of buildings.

B. Outdoor storage or maintenance of the following:

1. Abandoned, damaged or broken equipment, machinery, household items or appliances;

2. Refuse, rubbish, scrap metal, appliances, shopping carts, wood, plant cuttings, broken or discarded furniture or household equipment, junk, trash or debris, parts, cans, boxes or containers;

3. Garbage or trash containers stored in a manner so as to be visible from public rights-of-way, except when in places of collections and at times for collection as permitted in this code;

4. Any hazardous substance or waste product, including, but not limited to biological material, oil, gasoline, automotive fluids, and household chemicals not lawfully stored or which has been discharged, released, placed or deposited upon any premises or onto any public property;

5. Construction materials, equipment or machinery in any front yard, front setback or driveway in a residential zone;

6. Any materials that are stored or stacked in a manner in which the materials could be discharged into a storm drain system.

C. Landscaping, vegetation, or improved or unimproved property in any of the following conditions:

1. Property, including any sidewalks and parkways adjacent thereto, containing weeds, dry grasses, dead trees, dead shrubs, or any other material which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth or location, constitute a fire hazard or a threat to public health, or containing weeds, vegetation, grasses, trees or shrubs, including, but not limited to sagebrush, chaparral, and Russian Thistle (tumbleweed) which, when dry, will in reasonable

probability constitute a fire hazard or be blown onto adjoining property by prevailing winds;

2. Containing stagnant or standing water, refuse, rubbish, offal, excrement or other waste materials which emit an odor.

3. Unimproved surfaces of front and visible side yards not completely landscaped and covered with any combination of ground cover consisting of live plant materials, decorative rock, redwood bark, and/or mulch as long as such covering is consistent with any existing land use approvals, permits, entitlements, contracts or environmental document relating to the property;

4. Trees and shrubs containing dead or fallen limbs or branches that may present a safety hazard;

5. Trees or shrubs which are overgrown or contain limbs or branches that restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

6. Overgrown vegetation likely to harbor vermin, insects or rodents of any kind;

7. Not conforming to any requirement set forth in any zoning or land use approval, permit, entitlement, contract or environmental document relating to the property.

D. Vehicles stored, parked, used or maintained in any of the following manners:

1. To allow or perform the maintenance, repair, restoration, painting, body work or dismantling of any vehicle, equipment or parts thereof on the exterior portion of any residential property. This prohibition shall not apply to work specifically authorized by state or local law or regulation, and shall not apply to minor repair or maintenance of vehicles which are registered to the person residing on the property and such repairs or maintenance are not conducted outside for longer than seventy-two (72) consecutive hours;

2. Parked or stored on unimproved surfaces;

3. Encroaching onto or over any pedestrian pathway or sidewalk or which restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

4. With accumulations of debris, leaves, weeds or other materials in the areas around and under the vehicle;

5. As residential living space or occupancy, including, but not limited to, sleeping, cooking, dining, or bathing.

6. Inoperable, abandoned, wrecked, or dismantled vehicles or parts thereof not stored entirely within an enclosed building;

E. Property containing any of the following:

1. Wells, swimming pools, spas, ponds or excavations containing water or any other liquid in excess of twenty four (24) inches in depth at any point and exceeding five thousand (5,000) gallons in capacity which are unfenced or otherwise unprotected with a barrier at least five (5) feet in height;

2. Any device, equipment, instrument, vehicle, machinery or animal which creates a loud or unusual noise in violation of Chapter 11.80 of this code;

3. Any hazard to the public obstructing the use of or obscuring the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways, including, but not limited to, walls, fences, shrubs, trees, vehicles or structures;

4. Walkways, driveways, parking lots and other improved surfaces in a deteriorated or

unsafe condition or with fading required striping or markings;

5. An infestation of termites, insects, vermin, rodents or other pests;

6. The display or placement upon any fence, wall, tree, bush or any other structure, or portion thereof, of any linens, rugs, fabrics, nylon, or any other item of clothing or similar items except upon a recognized clothes line facility not located in the front yard.

7. Any attractive nuisance;

8. Any condition which creates a detriment or hazard to the public health, safety or general welfare as to constitute a public nuisance as defined by California Civil Code Section 3480, California Health & Safety Code Section 11570, California Penal Code Section 11225, or California Government Code Section 39561. (Ord. 772 § 2, 2008)

6.04.050 Abatement.

All or any part of any real property, or building or structure located thereon, found to constitute a public nuisance as provided in this chapter, shall be abated by rehabilitation, repair, removal or demolition pursuant to the procedures set forth in this chapter. (Ord. 772 § 2, 2008)

6.04.060 Authorization for city manager.

The city manager is authorized to administer and enforce the provisions of this chapter. The city manager may appoint and authorize one or more members of the city staff to act as his designee to administer or enforce this chapter. In the context of this chapter, the phrase "city manager" includes each and all persons designated by the city manager to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation. (Ord. 772 § 2, 2008)

6.04.070 Authority to inspect.

A. Enforcement officers are authorized to enter upon any property or premises within the city to ascertain whether or not a nuisance as defined in this chapter exists, and to make any examination and surveys as may be necessary in the performance of their enforcement duties.

B. Inspections may include the taking of measurements, photographs, samples or other physical evidence.

C. All inspections will be made only after having been given consent to inspect from a responsible person or after having obtained an administrative inspection warrant pursuant to California Code of Civil Procedure Section 1822.50 et seq.

D. Inspections of exterior conditions of property may be made from public property or from the private property of another with consent without obtaining a warrant or the consent of the occupant of the observed property. (Ord. 772 § 2, 2008)

6.04.080 Notification of nuisance.

A. When the city manager or authorized representative thereof determines that any condition on property within the city constitutes a nuisance as declared in Section 6.04.040, such person shall give written notice to abate to responsible person(s), as identified on public records or tax rolls, ordering the abatement of said nuisance.

B. The notice to abate shall contain the following information:

1. The name of the record owner of the property;

2. The date of the inspection;

3. The date of the violation(s);

4. The street address, assessor's parcel number or other definite description of the location where the violation(s) exist;

5. The code sections violated;

6. A description of the condition of the property creating the nuisance;

7. A list of necessary corrections to bring the property into compliance;

8. A reasonable time limit for correction based upon the nature of the nuisance;

9. A reference to the potential consequences for failure to abate the nuisance by the specified time period;

10. An order prohibiting the continuation or repeated occurrence of the nuisance;

11. The name and signature of the enforcement officer; and,

12. Notice of the right to appeal.

C. Notice required by this chapter may be served in any of the following manners:

1. Personal service on the responsible person;

2. Regular mail addressed to the responsible person, at the address shown on the last available assessment roll, or as otherwise known and posting in a conspicuous place on the premises or abutting the right-of-way;

3. Insertion of a legal advertisement at least once a week for a period of two weeks in a newspaper of general circulation in the city. The newspaper advertisement shall be a general notice that property in the city has been posted and contain a general statement of the effect of such postings.

D. Failure of any person to receive a copy of any notice issued pursuant to this chapter shall not affect the validity of any proceedings or actions taken under this chapter.

E. Nothing in this chapter shall be construed or interpreted to require the issuance of a notice to abate as a prerequisite to the issuance of an administrative citation or the filing of any civil action or criminal complaint. (Ord. 772 § 2, 2008)

6.04.090 Appeals.

A. Within ten (10) days from the date of serving the notice to abate, the person to whom notice was given may file an appeal of the nuisance finding to the city manager. Such appeal shall be in writing and shall identify the property subject to the notice to abate.

B. Failure to file a timely appeal shall constitute a waiver of all rights to an administrative appeal hearing and adjudication of the notice to abate or any portion thereof.

C. The city manager shall then appoint a hearing officer to hear the appeal, which hearing officer may not be an employee of the city.

D. Notice of the date and time of the hearing shall be given in writing. The date of the hearing shall be no sooner than five (5) days from the date when the notice of the hearing is given to the appellant and to the enforcement officer.

E. The hearing shall be conducted within twenty (20) days from the filing of the appeal or at such later date as may be agreed to by both appellant and the city.

F. At the time of the hearing, the hearing officer shall hear testimony of all competent persons desiring to testify and review all documents, photographs or other evidence respecting the condition constituting the nuisance.

G. The hearing officer has the authority to determine the relevance of any evidence and

to exclude unduly repetitious and cumulative evidence or testimony and may consider hearsay evidence.

H. If the appellant fails to attend the hearing, the hearing will proceed without the appellant and he or she will be deemed to have waived his or her rights to present evidence or testimony at the hearing.

I. At the conclusion of the hearing, the hearing officer shall determine whether or not a nuisance exists. If a determination is made supporting the finding of a nuisance, the appellant shall be served a written notice of the hearing officer's decision pursuant to 6.04.080(C), directing the abatement of the nuisance within ten (10) days or within such time as the hearing officer has determined is reasonable.

J. The decision of the hearing officer is final. (Ord. 772 § 2, 2008)

6.04.100 Abatement by city.

If the nuisance is not completely abated by the owner, as directed, within the time set forth above, the city manager may cause the same to be abated by city personnel or private contract, and entry upon the premises is expressly authorized for such persons. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection or abatement warrant must be obtained as required by law. (Ord. 772 § 2, 2008)

6.04.110 Emergency abatement.

Notwithstanding any other provision of this chapter, whenever the city manager determines that any real property or any building, structure or condition thereon is dangerous or constitutes an immediate threat to public health or safety, the city manager may, without being required to observe the provisions of this chapter with reference to abatement procedures and notice, immediately and forthwith abate such public nuisance. Where such condition and the abatement is immediately required, the city manager shall prepare a statement of costs in respect thereto, and the provisions of Sections 6.04.120 and 6.04.130 shall apply. (Ord. 772 § 2, 2008)

6.04.120 Abatement costs.

A. Whenever any person creating, causing, committing or maintaining a public nuisance, as referred to in this chapter or in Section 1.01.250 of this code, or other public nuisance, as defined under state law or other ordinance or regulation, has been given notice, by or on behalf of the city attorney, enforcement officer, or by any other city officer, employee or policing agent authorized to give such notice, to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person who was given notice fails, refuses or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable such compliance, such noncomplying person shall be liable to the city for any and all costs and expenses to the city involved in thereafter abating the nuisance and in obtaining compliance with or enforcing the law as referred to or encompassed in the notice.

B. Costs and expenses, as referred to in subsection A of this section may include, but are not limited to, any and all direct costs and expenses related to such things as personnel salaries and benefits, operational overhead, rent, interest, fees for experts or consultants,

research fees, legal costs or expenses, including, but not limited to, procedures associated with collecting moneys due hereunder.

C. In any action, administrative proceeding, or special proceeding to abate a nuisance, the prevailing party shall be entitled to recovery of attorney's fees. The recovery of attorney's fees is limited solely to causes of action directly associated with the abatement of a public nuisance. In no action, administrative hearing, or special proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the city in the action or proceeding. Such attorney's fees shall be recoverable as costs of abatement.

D. Upon the completion of any abatement pursuant to this chapter, the city manager shall cause a statement of the costs thereof to be prepared for submission to the city council. The city manager shall set a time and place for the city council to receive and consider the statement of costs, and shall serve upon the responsible person(s) a copy of the statement of costs and a notice of the time and place at which the city council will receive and consider the statement of costs. Service shall be in the same manner as set forth in Section 6.04.080(C).

E. The costs of abatement of a nuisance, as confirmed by resolution of the city council, shall constitute a special assessment against the property to which it relates, and after its recording, as thus made and confirmed, the same shall constitute a lien on the property in the amount of such assessment. After the confirmation of the statement, a copy thereof shall be recorded in the official records of Riverside County and shall be transmitted to the assessor and tax collector of the county of Riverside by the city clerk. Whereupon it shall be the duty of the assessor and tax collector to add the amount of such assessment, or assessments, to the next regular bills of taxes levied against the respective lot or parcel of land, and thereafter the amount shall be collected at the same time and in the same manner as ordinary real property taxes are collected, and shall be subject to the same penalties and the same procedure for foreclosure and sale in the case of delinquency as provided for ordinary real property taxes.

F. At the time and place set for receiving and considering the statement of costs, the city council shall hear and pass upon the statement together with any objections or protests raised by any of the persons liable to be assessed for the cost of abating the nuisance. Thereupon, the city council may make any such revision, correction or modification to the statement of costs as it may deem appropriate, after which the statement as submitted, or as revised, corrected or modified, shall be confirmed by resolution. Such hearing may be continued from time to time. The decision of the city council shall be final.

G. The provisions of this section shall also apply to any responsible person who received a notice, as specified therein, and thereafter the nuisance or violation was abated, but such person subsequently allowed or was responsible for recurrence of the nuisance or violation.

H. In any action or proceeding involving a violation of any provision of this chapter, the city attorney, in his or her sole discretion and as part of settlement negotiations, may reduce, eliminate or waive any fines, fees, penalties or interest incurred pursuant to this chapter. Any determination or decision of the city attorney in this regard shall be final and

conclusive and shall not be subject to appeal as prescribed in Chapter 2.02 of this code.

I. Moneys due to the city pursuant to this section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by special assessment proceedings against the parcel of land upon which the nuisance existed, which proceedings may be conducted in a manner substantively similar to proceedings described in Sections 39574, et seq. of the government code of the state relating to weed abatement assessments. (Ord. 772 § 2, 2008)

6.04.130 Alternatives.

Nothing in this chapter shall be deemed to prevent the city from commencing a criminal action, civil action or other judicial or administrative proceeding to abate the alleged nuisance or to obtain any other appropriate remedy in addition to, as an alternative to, or in conjunction with the procedures authorized by this chapter. (Ord. 772 § 2, 2008)

Fire Prevention

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

HAZARD REDUCTION ABATEMENT NOTICE

256-150-025
AVERILL, SANDRA ANN
21040 JENNINGS CT
MORENO VALLEY CA, 92557

03/25/2010

Dear Property Owner:

As owner(s) shown on the last equalized assessment roll of the parcel identified above you are hereby given notice that **all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter upon the premises is a public nuisance and must be abated (M.V.M.C. 6.04).** At this time you should make a full and complete inspection of your property and abate (remove) any of the above items by:

COMPLIANCE DATE: 04/19/2010

ABATEMENTS MUST INCLUDE:

1. **Handwork along perimeters:** Removal of weeds/debris from parkway area and edge of street pavement to property; removal of concrete, junk, trash, asphalt, tires, etc.; disking more than once where soil has not adequately mixed with grass; disking twice where tumbleweeds exist.
2. **Removal of tree limbs (branches)** to provide a minimum of an 8' clearance from ground to branches.
3. **Fire Officials may require** additional abatement work to maximize fire hazard reduction. You may be held liable for costs associated with any Fire Suppression Services that occur on your property which result from dry vegetation or other types of combustible material.

REGROWTH MAY BE SUBJECT TO REMOVAL WITHOUT FURTHER NOTICE:
It is your responsibility to maintain property in good condition at all times. Failure to abate such recurring conditions will result as stated above.

IMPOSED CITY COSTS, FINES AND RIGHTS:
If said items listed are not removed by the compliance date above, the City of Moreno Valley may order an abatement without further notice and the cost of said abatement shall be assessed against the property as a special lien. In addition, the City will also impose and assess an administrative fee for each parcel abated and any other recovery costs. If the violations have not been corrected, the City has the authority to issue an Administrative Citation against the property owner and/or parties maintaining the violation and/or commence administrative abatement action. Administrative citations carry a fine from $100.00 for the first occurrence up to $500.00 for the third occurrence of the same violation. Each day that the offense exists constitutes a separate offense.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW10-0002

MINIMUM LOT CLEARING REQUIREMENTS:
The following are considered minimum standards. It is always best to completely remove all vegetation and/or weeds.

PROPERTY LESS THAN FIVE (5) ACRES IN SIZE:
1. All weeds must be abated.
2. Disking is the preferred method. Disking must fully turn over the soil to bury the weeds/vegetation. Additional disking may be required if soil does not mix with weeds adequately. NOTE: WHERE REGULATED BY THE FEDERAL ENDANGERED SPECIES ACT, DISKING IS PROHIBITED.
3. Mowing or weed whacking may be acceptable, however, the use of such method(s) must have prior clearance from this office (be advised, property that is mowed may be subject to substantial re-growth and require additional abatement).

PROPERTY OVER FIVE (5) ACRES IN SIZE:
1. 100-foot minimum firebreak along the perimeter(s).
2. 200-foot minimum firebreak along any residential development.
3. 100-foot minimum "crosscut" firebreaks applied so that no remaining non-cleared portion of land is greater than 2.5 acres.
4. Additional lot clearance may be required as a result of inspection by the Fire Prevention Officer or the City Fire Marshal.

HILLSIDE RESIDENTIAL PROPERTIES:
1. Structures must have a 100-foot clearance from any flammable/combustible material or dry vegetation.
2. Minimum 100-foot clearance from heavy vegetation.
3. Minimum 30-foot clearance from any mature tree trunk.

AGRICULTURAL PROPERTY:
1. Minimum 30-foot firebreak along the perimeter from edge of road (may require handwork).
2. Minimum 100-foot firebreak from improved property.
3. Crop harvesting should be completed by July 1.

STATE GOVERNED AGENCIES:
This notice does not authorize violation of the Federal Endangered Species Act or violation of other state or Federal laws or regulations. For information on dust control, contact South Coast Air Quality Management District at (909) 396-2000. For information on the alteration of a stream channel, wetland or irrigation which may require a state or federal permit contact the City's Planning Division at (951) 413-3206.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381. A list of abatement contractors who work in the local area is enclosed for your information.

Thank you in advance for your cooperation.

Randall L. Metz
Fire Marshal

MV00101925

Fire Prevention

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

HAZARD REDUCTION
NOTICE OF VIOLATION

256-150-025
AVERILL, SANDRA ANN
21040 JENNINGS CT
MORENO VALLEY CA, 92557

DATE: **05/03/2010** APN: **256-150-025**

Your property was inspected on 04/27/2010 to confirm compliance with the City's Hazard Reduction Program, the Moreno Valley Municipal Code 6.04, and the California Fire Code 304.1.2. **Abatement work will be required by you or your contractor. It was determined that the following conditions exist on your property and must be corrected within ten (10) days of the above date.**

Abatement work to be performed:

- Weeds have not been properly abated according to the lot size requirements
- Handwork/cleanup required along perimeter of property.

INSPECTED BY: FRANK MARTINEZ

If you have not brought the property into compliance within ten (10) days, the City will have the abatement performed. Abatement costs, plus administrative and re-inspection fees will be assessed against the property. In addition, an Administrative Citation may be issued.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within ten (10) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW10-0002

Fire Prevention

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

HAZARD REDUCTION
FINAL NOTICE OF VIOLATION

256-150-025
AVERILL, SANDRA ANN
21040 JENNINGS CT
MORENO VALLEY CA, 92557

DATE: **06/03/2010** APN: **256-150-025**

Your property was inspected on **05/26/2010** to confirm compliance with the City's Hazard Reduction Program, the Moreno Valley Municipal Code 6.04, and the California Fire Code 304.1.2. **Abatement work will be required by you or your contractor. It was determined that the following conditions exist on your property and must be corrected within seven (7) days of the above date.**

Abatement work to be performed:

- Weeds have not been properly abated according to the lot size requirements
- Handwork/cleanup required along perimeter of property.

INSPECTED BY: FRANK MARTINEZ

If you have not brought the property into compliance within seven (7) days, the City will have the abatement performed. Abatement costs, plus administrative and re-inspection fees will be assessed against the property. In addition, an Administrative Citation may be issued.

APPEAL PROCESS:
You may appeal to the Fire Marshal of the City of Moreno Valley and show cause, if any, why the City should not abate the public nuisance. Such appeal shall be in writing and filed with the Fire Prevention Bureau within seven (7) days from the date of this Notice. The Fire Prevention Bureau is located at City Hall, 14177 Frederick Street, Moreno Valley. Our mailing address is P.O. Box 88005 Moreno Valley, CA 92552-0805. Further questions concerning this notice can be directed to the Weed Abatement Hotline at (951) 413-3381.

FW10-0002

RESOLUTION NO. 2011-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTION THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES.

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statements of Costs; and

WHEREAS, having received and considered said Statements of Costs and having notified the affected property owners and given them an opportunity to be heard;

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

1. That the Statements of Costs, Notice of City Council Meeting and Notices of Special Assessments, copies of which are on file with the Fire Prevention Bureau, and incorporated herein by this reference, are confirmed.

2. That the Property Assessment List, attached hereto as Exhibit 1 and incorporated herein by this reference, is also confirmed.

3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

APPROVED AND ADOPTED this 12th day of April 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

	Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost
1	263111023	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. tires	7/7/2010	461.00	151.00	240.00	13.00	865.00
2	263132013	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	522.25	151.00	240.00	13.00	926.25
3	263132014	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	791.50	151.00	240.00	13.00	1,195.50
4	263132015	CHAUHAN, SANJAY	P O BOX 4527 DIAMOND BAY CA, 91765	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	269.25	151.00	240.00	13.00	673.25
5	263132028	AMUNDSON, DAVID	68125 VERANO RD CATHEDRAL CY CA, 92234	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	455.00	151.00	240.00	13.00	859.00
6	263132030	WANG, JIA SHU	5772 GARDEN GROVE BLV 539 WESTMINSTER CA, 92683	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	838.75	151.00	240.00	13.00	1,242.75
7	263132033	WANG, JIA SHU	5772 GARDEN GROVE BLV 539 WESTMINSTER CA, 92683	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	913.75	151.00	240.00	13.00	1,317.75
8	263140048	REGENCY MODULAR STRUCTURES INC	1518 N BROADWAY SANTA ANA CA, 92706	Tree branches have not been cleared 8 feet from ground. remove clippings/fuel	7/7/2010	188.00	151.00	240.00	13.00	592.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

9	263150013	DORITA TRADING CO	15527 AQUA VERDE DR LOS ANGELES CA, 90077	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. unapproved mowing	7/7/2010	96.00	151.00	240.00	13.00	500.00
10	263160002	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. tires	7/7/2010	1,120.75	151.00	240.00	13.00	1,524.75
11	263160008	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. falling dead tree	7/7/2010	3,114.25	151.00	240.00	13.00	3,518.25
12	263160028	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	897.75	151.00	240.00	13.00	1,301.75
13	263170003	HUANG, KETTY	17529 CLOVERDALE WAY YORBA LINDA CA, 92886	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/7/2010	966.75	151.00	240.00	13.00	1,370.75
14	263180058	CHAPARRAL DEV CO	29970 TECHNOLOGY DR NO 211 MURRIETA CA, 92563	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. shopping carts	7/7/2010	463.00	151.00	240.00	13.00	867.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

15	263190031	URENA, SOCRATES L	20620 AVENIDA HACIENDA RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. abatement incomplete	8/12/2010	144.46	151.00	240.00	13.00	548.46
16	263210031	CARNETT, CHRISTINE	P O BOX 1398 ST JOHNS AZ, 85936	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	976.35	151.00	240.00	13.00	1,380.35
17	256150025	AVERILL, SANDRA ANN	21040 JENNINGS CT MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	241.00	151.00	240.00	13.00	645.00
18	256150026	MENDOZA, DANIEL	3223 N RIVER DR EDEN UT, 84310	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	241.00	151.00	240.00	13.00	645.00
19	256150031	RODRIGUEZ, PEDRO	19745 COLIMA RD STE 114 ROWLAND HEIGHTS CA, 91748	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/7/2010	339.00	151.00	240.00	13.00	743.00
20	256150035	JENNINGS, MICHAEL PHILIP	21100 JENNINGS CT MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/18/2010	241.00	151.00	240.00	13.00	645.00
21	259240048	BANKFIRST	8720 RED OAK BLV STE 300 CHARLOTTE NC, 28217	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). 100' clearnc frm struct	10/18/2010	1,694.00	151.00	240.00	13.00	2,098.00

Annual Fire Prevention Weed Abatement Property Abatement List

MORENO VALLEY

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

22	259240062	BANKFIRST	8720 RED OAK BLV STE 300 CHARLOTTE NC, 28217	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s).	10/18/2010	786.00	151.00	240.00	13.00	1,190.00
23	312020025	MAPLE LANE GROUP	2005 W WINSTON CT UPLAND CA, 91784	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/10/2010	516.77	151.00	240.00	13.00	920.77
24	312270030	PETERSON, CHRISTINE PARK	10411 CAMARILLO ST TOLUCA LAKE CA, 91602	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. Discing insufficiet <5	8/12/2010	221.00	151.00	240.00	13.00	625.00
25	312270031	ACOSTA, GEORGE R	14035 TUSCANY CT RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/12/2010	525.00	151.00	240.00	13.00	929.00
26	312300034	GTE	P O BOX 152206 IRVING TX, 75015	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/12/2010	250.00	151.00	240.00	13.00	654.00
27	312351048	KB HOME COASTAL INC	36310 INLAND VALLEY DR WILDOMAR CA, 92595	Junk, trash, debris, and/or rubble has not been removed.	8/12/2010	236.67	151.00	240.00	13.00	640.67
28	316190011	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	994.66	151.00	240.00	13.00	1,398.66

EXHIBIT 1

MV00101933

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

29	316190022	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	428.00	151.00	240.00	13.00	832.00
30	316190023	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	428.00	151.00	240.00	13.00	832.00
31	316190045	INDIAN AVENUE II	100 BAYVIEW CIR NO 310 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	724.50	151.00	240.00	13.00	1,128.50
32	316210003	GARCIA, LINDA	P O BOX 5108 RIVERSIDE CA, 92517	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	652.00	151.00	240.00	13.00	1,056.00
33	316210004	LANGE, DIETER G	15591 WOOD RD RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. disc insufficient	8/12/2010	583.63	151.00	240.00	13.00	987.63
34	316210015	B B R & M INVESTMENT CO INC	720 VIA ZAPATA RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. disc insufficient <5 ac	8/12/2010	219.00	151.00	240.00	13.00	623.00

EXHIBIT 1

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

35	316210016	BECK, R ALBERT	720 VIA ZAPATA RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. disc insufficient <5 ac	8/12/2010	218.00	151.00	240.00	13.00	622.00
36	316210017	BECK, BRUCE A	2616 SHAMBLIN CT RIVERSIDE CA, 92504	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. disc insufficient <5 ac	8/12/2010	218.00	151.00	240.00	13.00	622.00
37	316210025	USA 316	UNKNOWN 02-23-95 , 0	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no attempt to abat	8/12/2010	806.00	151.00	240.00	13.00	1,210.00
38	316210064	IPARAGURRIE, JENNIE	775 N SANDERSON AVE SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	834.00	151.00	240.00	13.00	1,238.00
39	422070021	LEE, HENRIETTA C	4299 MACARTHUR NO 211 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. along roadway	7/29/2010	294.00	151.00	240.00	13.00	698.00
40	422070031	URENA, SOCRATES	22184 ALESSANDRO BLVD MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/21/2010	648.00	151.00	240.00	13.00	1,052.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

41	422110001	LEE, HENRIETTA C	4299 MACARTHUR NO 211 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). along roadway	10/12/2010	294.00	151.00	240.00	13.00	698.00
42	471201008	REDHILL VILLAGE	P O BOX 1310 UPLAND CA, 91785	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. remove: tires, asphalt	9/15/2010	986.00	151.00	0.00	13.00	1,150.00
43	471201011	REDHILL VILLAGE	P O BOX 1310 UPLAND CA, 91785	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/18/2010	1,094.00	151.00	240.00	13.00	1,498.00
44	291130016	SUWIGHT FAMILY LTD PARTNERSHIP	4020 TYLER ST NO 525 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. abatement incomplete	8/18/2010	347.34	151.00	240.00	13.00	751.34
45	291140011	AGRAS, CONRADO	13571 ELLSWORTH ST MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/12/2010	94.00	151.00	240.00	13.00	498.00
46	291140017	YOUNIS, TAREQ	1411 S WALNUT ST NO 49 ANAHEIM CA, 92802	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. abatement incomplete	8/12/2010	112.50	151.00	240.00	13.00	516.50
47	291200001	MILNER, STEPHEN G	417 WILBAR CIR REDLANDS CA, 92374	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/12/2010	114.50	151.00	240.00	13.00	518.50

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

48	292032011	WOODHAVEN DEV INC	6865 AIRPORT DR RIVERSIDE CA, 92504	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/18/2010	584.00	151.00	240.00	13.00	988.00
49	292100012	MORENO FIRST INV	3701 ROYAL MEADOW RD SHERMAN OAKS CA, 91403	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	636.00	151.00	240.00	13.00	1,040.00
50	292241011	KUNZ & CO	10400 OVERLAND RD NO 391 BOISE ID, 83709	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. remove dead palm trees	10/12/2010	62.00	151.00	240.00	13.00	466.00
51	297100006	NOA ASSOCIATES	8121 VAN NUYS BLV STE 300 PANORAMA CITY CA, 91402	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/12/2010	541.13	151.00	240.00	13.00	945.13
52	297130043	TAKUMA	333 W PASEO DE CRISTOBAL SAN CLEMENTE CA, 92672	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. no abatement attempt	8/12/2010	512.36	151.00	240.00	13.00	916.36
53	297150031	R&H HOTEL DEV	16278 MENAHKA RD APPLE VALLEY CA, 92307	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. no abatement attempt	8/12/2010	544.00	151.00	240.00	13.00	948.00
54	297220001	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	356.50	151.00	240.00	13.00	760.50

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

55	297220010	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. abatement incomplte	8/12/2010	356.50	151.00	240.00	13.00	760.50
56	304260007	GRANITE CAPITOL	23205 SUNNYMEAD BLV 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). handwork slopes	7/20/2010	425.00	151.00	240.00	13.00	829.00
57	308453013	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	91.00	151.00	240.00	13.00	495.00
58	308470049	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/18/2010	176.00	151.00	240.00	13.00	580.00
59	263210034	VALDOVINOS, LUPITA I	17784 CALLE CAPISTRANO MORENO VALLEY CA, 92551	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Mowed not cleared	8/12/2010	159.96	151.00	240.00	13.00	563.96
60	263210047	CARNETT, CHRISTINE	P O BOX 1398 ST JOHNS AZ, 85936	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/12/2010	113.50	151.00	240.00	13.00	517.50
61	264040014	ALDEN, SANDRA S	8001 IRVINE CENTER NO 980 IRVINE CA, 92618	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	216.00	151.00	240.00	13.00	620.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

62	264040015	ALDEN, SANDRA S	8001 IRVINE CENTER NO 980 IRVINE CA, 92618	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	215.00	151.00	240.00	13.00	619.00
63	264040016	ALDEN, SANDRA S	8001 IRVINE CENTER NO 980 IRVINE CA, 92618	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/7/2010	215.00	151.00	240.00	13.00	619.00
64	264175008	CAPARAS, EFREN S	14420 WINDMILL LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/6/2010	149.00	151.00	240.00	13.00	553.00
65	471300023	MARKHAM, DON G	24821 COUNTRY RD MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed.	8/19/2010	980.00	151.00	240.00	13.00	1,384.00
66	473150011	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	7/13/2010	982.00	151.00	240.00	13.00	1,386.00
67	473150012	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	7/13/2010	536.00	151.00	240.00	13.00	940.00
68	473150013	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/13/2010	540.00	151.00	240.00	13.00	944.00
69	473150014	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	11/3/2010	891.00	151.00	240.00	13.00	1,295.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

70	473150015	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s).	7/26/2010	808.00	151.00	240.00	13.00	1,212.00
71	473150016	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	7/13/2010	938.00	151.00	240.00	13.00	1,342.00
72	473150017	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	9/7/2010	980.00	151.00	240.00	13.00	1,384.00
73	473150025	MENIFEE PASSIVE PARTNER	4590 MACARTHUR BLV NO 500 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/19/2010	716.00	151.00	240.00	13.00	1,120.00
74	473171038	MCKINLEY, FOREST J	25880 MIDDLEBURY WAY SUN CITY CA, 92586	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/19/2010	750.00	151.00	240.00	13.00	1,154.00
75	473174005	SAN BERNARDINO SB FIVE	20110 GALWAY AVE CARSON CA, 90746	Handwork/cleanup required along perimeter of property. both sides of channel	7/13/2010	758.00	151.00	240.00	13.00	1,162.00
76	473210005	BUSTOS, GUSTAVO CRUZ	185 BAY CIR SAN JACINTO CA, 92582	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. dead tree limbs	7/22/2010	971.00	151.00	240.00	13.00	1,375.00
77	474250032	ARZATE JAIMES, LILIANA	26671 QUARTZ RD MORENO VALLEY CA, 92555	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	10/19/2010	468.00	151.00	240.00	13.00	872.00
78	474250033	ARZATE, ADOLFO	26671 QUARTZ RD MORENO VALLEY CA, 92555	Handwork/cleanup required along perimeter of property. handwrk along fenceline	8/21/2010	178.00	151.00	240.00	13.00	582.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

79	474272030	PLAXCO, IDA	11275 DAVIS ST MORENO VALLEY CA, 92557	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	9/1/2010	999.75	151.00	240.00	13.00	1,403.75
80	474590036	ZUPPARDO, MARYLOUISE	11175 INDIAN ST MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	8/30/2010	898.50	151.00	240.00	13.00	1,302.50
81	474590037	ZUPPARDO, MARYLOUISE	11175 INDIAN ST MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/30/2010	493.00	151.00	240.00	13.00	897.00
82	474590039	CANFIELD, SUPARNIE	11545 MATHEWS RD MORENO VALLEY CA, 92557	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	11/3/2010	621.50	151.00	240.00	13.00	1,025.50
83	475050040	AMERICA CHANG JIANG INTERNATIONAL INV INC	2683 POCATELLO AVE ROWLAND HGHTS CA, 91748	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/19/2010	933.00	151.00	240.00	13.00	1,337.00
84	475160056	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. unapproved mowing	8/19/2010	212.00	151.00	240.00	13.00	616.00
85	475160065	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/19/2010	634.00	151.00	240.00	13.00	1,038.00
86	475250075	BOSQUES, CORNELIO	24346 GROVEN LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/19/2010	364.00	151.00	240.00	13.00	768.00

EXHIBIT 1

MV00101941

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

87	475280087	ABRAHAM, LANCE	24480 IRONWOOD AVE MORENO VALLEY CA., 92557	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/17/2010	305.00	151.00	240.00	13.00	709.00
88	478090031	ELBASRI, JILALI	P O BOX 999 LA HABRA CA, 90633	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	637.67	151.00	240.00	13.00	1,041.67
89	478110002	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	496.00	151.00	240.00	13.00	900.00
90	478110007	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. < 5 acres	8/12/2010	496.00	151.00	240.00	13.00	900.00
91	308470050	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/18/2010	219.50	151.00	240.00	13.00	623.50
92	308470051	K HOVNANIAN FORECAST HOMES INC	800 S HAVEN STE 300 ONTARIO CA, 91764	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/18/2010	132.50	151.00	240.00	13.00	536.50
93	486240007	KLAEB, JOHN T	437 AVENIDA ARLENA SAN CLEMENTE CA, 92672	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground. discing insufficient	8/10/2010	188.00	151.00	240.00	13.00	592.00
94	487060006	TEN FOUR CORP	4982 SHIRLEY ST LAS VEGAS NV, 89119	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. dry palm leaves	8/14/2010	497.00	151.00	240.00	13.00	901.00
95	487230008	VALLEY OAK LP	1000 DOVE ST STE 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/30/2010	335.00	151.00	240.00	13.00	739.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

96	487230009	VALLEY OAK LP	1000 DOVE ST STE 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/30/2010	335.00	151.00	240.00	13.00	739.00
97	487250006	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	8/30/2010	973.00	151.00	240.00	13.00	1,377.00
98	487470001	BALDWIN INV & DEV INC	18851 MESA DR VILLA PARK CA, 92861	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	437.00	151.00	240.00	13.00	841.00
99	488080003	LCTH INV	1000 DOVE ST NO 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). areas not in agrclt use	8/10/2010	986.00	151.00	240.00	13.00	1,390.00
100	488080016	CHEN, THOMAS J	32707 SEA ISLAND DR DANA POINT CA, 92629	Handwork/cleanup required along perimeter of property. along fwy fenceline	8/11/2010	442.00	151.00	240.00	13.00	846.00
101	488080017	EQUITABLE MORENO VALLEY II PARTNERSHIP	1720 E GARRY AVE NO 110 SANTA ANA CA, 92705	Handwork/cleanup required along perimeter of property. non-agr areas/fwy fence	8/9/2010	972.00	151.00	240.00	13.00	1,376.00
102	488200025	MOOTHART, DANIEL R	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	910.00	151.00	240.00	13.00	1,314.00
103	488220001	MOOTHART, DANIEL R	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	928.50	151.00	240.00	13.00	1,332.50

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

104	488220005	LIN, KEVIN C H	519 N BEDFORD DR BEVERLY HILLS CA, 90210	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	806.00	151.00	240.00	13.00	1,210.00
105	488220014	MORENO VALLEY INV ASSOC	13360 MAXELLA AVE NO 10 MARINA DEL REY CA, 90292	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/18/2010	791.00	151.00	240.00	13.00	1,195.00
106	488260008	BUILDING EXCHANGE CO	915 WILSHIRE BLV STE 2100 LOS ANGELES CA, 90017	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). 100' firebreak northsid	8/21/2010	348.00	151.00	240.00	13.00	752.00
107	488310003	J & K EQUITIES INC	8754 VINMAR AVE RANCHO CUCAMONGA CA, 91730	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. 100' frm imprvd proprty	8/14/2010	410.00	151.00	240.00	13.00	814.00
108	488320007	RODELA, LEONARD	12328 REDLANDS BLV MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/18/2010	439.00	151.00	240.00	13.00	843.00
109	488320008	AVOIAN PROP	4824 GARNET TORRANCE CA, 90503	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. along freeway perimeter	10/18/2010	294.00	151.00	240.00	13.00	698.00
110	488330004	RIDGE RANCHO BELAGO	201 COVINA AVE NO 8 LONG BEACH CA, 90803	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. along freeway perimeter	10/18/2010	294.00	151.00	240.00	13.00	698.00
111	488330005	RIDGE RANCHO BELAGO	201 COVINA AVE NO 8 LONG BEACH CA, 90803	Junk, trash, debris, and/or rubble has not been removed. garbage on westside	10/18/2010	381.00	151.00	240.00	13.00	785.00

EXHIBIT 1

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

112	488340001	CHAROONRATANA, SUTHEP	5093 EARL CT RANCHO CUCAMONGA CA, 91701	Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. westside by channel	10/18/2010	352.00	151.00	240.00	13.00	756.00
113	488340009	EQUITABLE MORENO VALLEY II PARTNERSHIP	1720 E GARRY AVE NO 110 SANTA ANA CA, 92705	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. 100' break on eastside	10/18/2010	294.00	151.00	240.00	13.00	698.00
114	478120001	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	356.50	151.00	240.00	13.00	760.50
115	478120002	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	510.50	151.00	240.00	13.00	914.50
116	478120005	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	387.50	151.00	240.00	13.00	791.50
117	478120006	MULTI VAC INC	P O BOX 4528 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. < 5 acres	8/12/2010	527.00	151.00	240.00	13.00	931.00

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

118	478171010	RAHMON, HENRI J	333 W ORANGE HEIGHTS LN CORONA CA, 92882	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	988.50	151.00	240.00	13.00	1,392.50
119	478202053	ROBERTSON, RICHARD M	P O BOX 677 SUN CITY CA, 92586	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	202.50	151.00	240.00	13.00	606.50
120	478240012	SEWA CONSULTING INC	6603 BEACHVIEW DR RCH PALOS VERDES CA, 90275	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	808.00	151.00	240.00	13.00	1,212.00
121	478240013	THE 26TH CORP	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. discing insufficient	8/12/2010	654.00	151.00	240.00	13.00	1,058.00
122	478240014	THE 26TH CORP	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	528.00	151.00	240.00	13.00	932.00
123	478240015	THE 26TH CORP	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. 30' from rd. req.	8/12/2010	525.00	151.00	240.00	13.00	929.00

Annual Fire Prevention Weed Abatement Property Abatement List

MORENO VALLEY

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

124	478272003	BALDIVIEZ, MARK R	1450 UNIVERSITY NO F203 RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/11/2010	201.50	151.00	240.00	13.00	605.50
125	479050004	PALM INV GROUP	P O BOX 24066 LOS ANGELES CA, 90024	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. dead tree/unapprvd mowg	11/3/2010	158.00	151.00	240.00	13.00	562.00
126	479140022	COTTONWOOD 939	19 CORPORATE PLAZA DR NEWPORT BEACH CA, 92660	Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/12/2010	455.00	151.00	240.00	13.00	859.00
127	479230027	HU, GUANG	1521 E EAGLE RIDGE GLENDORA CA, 91740	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	125.00	151.00	240.00	13.00	529.00
128	481200013	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Handwork/cleanup required along perimeter of property.	8/19/2010	178.00	151.00	240.00	13.00	582.00
129	481210025	TUEROS, CARLOS	19468 DE MARCO RD RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	10/18/2010	305.00	151.00	240.00	13.00	709.00
130	481270033	ONEWEST BANK	2900 ESPERANZA XING FL 3 AUSTIN TX, 78758	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	10/19/2010	270.00	151.00	240.00	13.00	674.00
131	481270060	NEJAD, M J RAHMANI	310 N COTA ST NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. insufficient disking	10/19/2010	552.50	151.00	240.00	13.00	956.50

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

132	481281059	EQUITY TRUST CO	23205 SUNNYMEAD BLVD 200 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. unapproved mowing	10/19/2010	692.00	151.00	240.00	13.00	1,096.00
133	481322042	BANKS, MICHAEL H	69525 DILLON RD NO 10 DSRT HOT SPG CA, 92240	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	8/26/2010	390.00	151.00	240.00	13.00	794.00
134	481322045	24 CORP	5524 RICH HILL WAY YORBA LINDA CA, 92886	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	7/14/2010	576.00	151.00	240.00	13.00	980.00
135	482080039	PACIFIC PLUS INV	2116 PARNELL AVE LOS ANGELES CA, 90025	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. insufficient disking	8/19/2010	270.00	151.00	240.00	13.00	674.00
136	482080060	BIERNAT, ANDY	24486 DRACAEA AVE MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	7/26/2010	363.00	151.00	240.00	13.00	767.00
137	482230013	LIANG, HUO YOU	16015 PHOENIX RD CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground.	8/18/2010	377.00	151.00	240.00	13.00	781.00
138	482582038	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	405.46	151.00	240.00	13.00	809.46

Annual Fire Prevention Weed Abatement Property Abatement List

Start Date: 4/1/10 **End Date: 4/5/11** City Council Date April 12, 2011

139	482582039	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	405.46	151.00	240.00	13.00	809.46
140	482582040	F & T GROUP	16015 PHOENIX DR CITY OF INDUSTRY CA, 91745		8/12/2010	342.00	151.00	240.00	13.00	746.00
141	485032001	SMITH, WILLIAM B	289 TAHOE ST PERRIS CA, 92571	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	8/12/2010	201.50	151.00	240.00	13.00	605.50
				GRAND TOTAL		$74,059.17	$21,291.00	$33,600.00	$1,833.00	**$130,783.17**

MV00101949

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011

RECOMMENDED ACTION

No action required.

BACKGROUND

On October 26, 2010 the City Council of Moreno Valley approved resolution number 2010-88 authorizing the Public Works Director/City Engineer to approve partial security reductions of public improvement securities and accept the partial public improvements as complete, but not into the City maintained system.

DISCUSSION

Per resolution number 2010-88 and in conformance with the Land Development Division Policy number LDD 2010-11, Land Development staff is providing a Partial Reduction list for the months of February and March 2011. No partial reductions were processed in January 2011. The list provides information regarding the project number, developer, original security amount, reduction amount, and remaining security amount.

ALTERNATIVES

N/A

ATTACHMENTS/EXHIBITS

Exhibit "A" – Resolution 2010-88
Exhibit "B" – Partial Reduction List for February and March 2011

Prepared By:
Liz Plazola
Sr. Administrative Assistant

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Mark W. Sambito
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2010 – 88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO REDUCE FAITHFUL PERFORMANCE SECURITIES ASSOCIATED WITH PUBLIC IMPROVEMENTS

WHEREAS, Section 66499 of the Government Code provides that a local agency may require a security in connection with the performance of any act or agreement; and

WHEREAS, Section 66499 of the Government Code also provides that a local agency may provide for the partial release of the security upon the partial performance of the act or the acceptance of the work as it progresses; and

WHEREAS, Section 66499 of the Government Code further provides that a local agency may authorize any of its public officers or employees to authorize the reduction of the security in accordance with any conditions set forth under Section 66499 of the Government code and in accordance with any rules that the local agency may prescribe; and

WHEREAS, the City desires and believes that it is in the best interests of convenience and efficiency for the City to designate the Public Works Director/City Engineer of the City of Moreno Valley as the officer authorized to reduce faithful performance securities associated with public improvements on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley, California authorizes the Public Works Director/City Engineer to reduce faithful performance securities associated with public improvements as set forth under Section 66499 of the Government Code and in accordance with Land Development Division Policy No. LDD-2010-01.

BE IT FURTHER RESOLVED that the Public Works Director/City Engineer will notify the City Council by e-mail in advance of processing any request for partial release of security and additionally place a report on the agenda at a regular City Council meeting each month identifying partial releases of security by Tract/Parcel number or project number, the amount of the original security, the amount of any partial reduction of security and the remaining amount of security.

Exhibit "A"

Resolution No. 2010 - 88
Date Adopted: October 26, 2010

APPROVED AND ADOPTED this 26th day of October, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2010-88 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of October, 2010 by the following vote:

AYES: Council Members Batey, Molina, Stewart and Mayor Pro Tem Hastings

NOES: None

ABSENT: None

ABSTAIN: Mayor Flickinger

CITY CLERK

(SEAL)

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MV00101955

Partial Reductions
February and March 2011

	Project Number	*Developer*	*Address*	*City, State& Zip*	*Reduction Date*	*Security Amount*	*Reduction Amount*	*Remaining Amount*
1	PA07-0090 - Redlands Water Impvts.	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	02/15/2011	$ 171,000	**$ 136,800**	$ 34,200
2	PA07-0090 - Sinclair Water Impvts.	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	02/15/2011	$ 725,000	**$ 580,000**	$ 145,000
3	PA07-0090 - Redlands Electrical	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	03/02/2011	$ 206,000	**$ 103,000**	$ 103,000
4	PA07-0090 - Eucalyptus Ave Electrical Imprvts.	HF Logistics SKX-T1	14225 Corporate Way	Moreno Valley, CA 92553	03/10/2011	$ 849,000	**$ 509,400**	$ 339,600

Exhibit "B"

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MV00101957

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER – HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility Electrical Infrastructure into the City's maintained system; and

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On July 13, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Redlands Electrical improvements. The Faithful Performance bond amount was for Five Hundred Fifteen Thousand dollars ($515,000). The Material and Labor bond amount was for Two Hundred Fifty-Seven Thousand Five Hundred dollars ($257,500).

On December 16, 2010, the Redlands Electrical improvements received a 60% reduction. The amount reduced was Three Hundred Nine Thousand dollars ($309,000). On March 2, 2011, a second partial reduction of 20% of the original bond amount was given to the developer. The amount reduced was One Hundred Three Thousand dollars ($103,000).

Project PA07-0090 received ongoing inspection for the Utility Electrical Infrastructure of the Redlands Electrical Improvements during the construction process. Upon completion of the improvements, Public Works/Enterprise Services Administration performed an inspection and approved the work. The improvements are now eligible for acceptance into the City's maintained system.

DISCUSSION

The completed utility electrical infrastructure for Redlands Electrical Improvements has received a final inspection. It has been determined that the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. It is therefore appropriate to accept the utility electrical infrastructure for the Redlands Electrical Improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond of $51,500 issued by Safeco Insurance Company of America. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material & Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed resolution authorizing the acceptance of the Utility Electrical Infrastructure for Redlands Electrical Improvements for PA07-0090 as complete and accepting the Utility Electrical Infrastructure into the City's maintained system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of*

Moreno Valley Standards and are being used by the public and therefore should be included in the City's maintained system.

2. Do not adopt the proposed resolution authorizing the acceptance of the Utility Electrical Infrastructure for Redlands Electrical Improvements for PA07-0090 as complete and accepting the Utility Electrical Infrastructure into the City's maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Use of the improvements by the public, and maintenance of the improvements can result in the improvements being designated as part of the City's maintained system regardless of a lack of action by the governing body. It is more efficient and well defined to take the appropriate action in matters of this nature.*

FISCAL IMPACT

The acceptance of the utility electrical infrastructure improvements into the City's maintained system will create an insignificant additional fiscal impact to the maintenance program of the City under Fund 601-Utility. The fiscal impact will be offset by revenues generated by the utility.

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Concurred By
Jeannette Olko
Electrical Utility Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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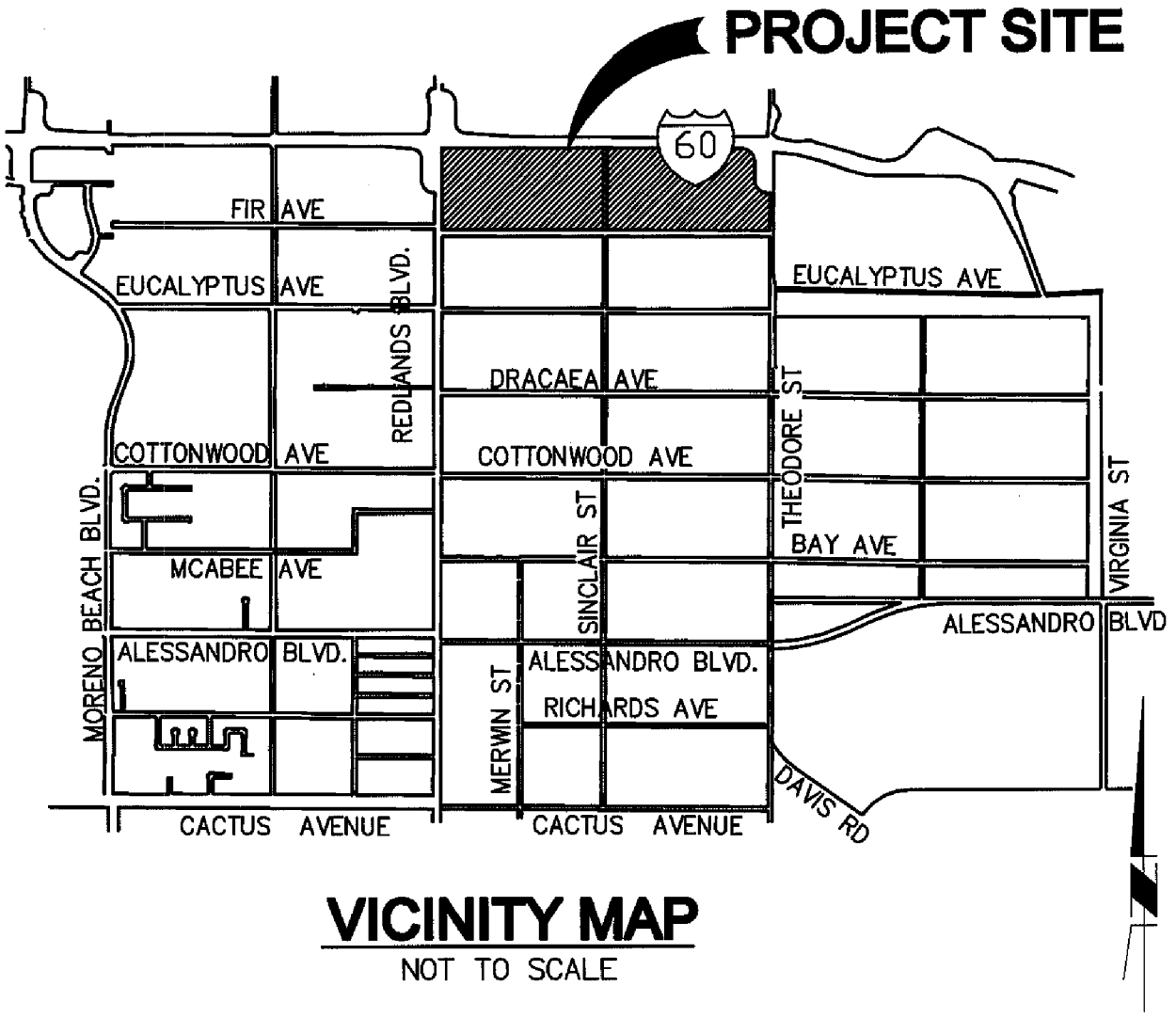

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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MV00101963

RESOLUTION NO. 2011-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE FOR THE REDLANDS ELECTRICAL IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA07-0090, AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the utility electrical infrastructure constructed by HF LOGISTICS – SKX T1, LLC was constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that the utility electrical infrastructure was inspected during construction and was completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said utility electrical infrastructure for the Redlands Electrical improvements as complete within project PA07-0090, and accept utility electrical infrastructure into the City's maintained system; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the utility electrical infrastructure for the Redlands Electrical improvements within project PA07-0090 is complete and the utility electrical infrastructure is accepted into the City's maintained system.

APPROVED AND ADOPTED this 12th day of April 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: April 12, 2011

TITLE: APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The State of California Franchise Tax Board (FTB) has contacted the City with a proposal to annually share tax information relating to Business License taxes. The purpose of the information exchange is to ensure that all businesses are correctly reporting their taxes to both the City and the State.

DISCUSSION

It is not uncommon to discover that a business operating within the City is incorrectly reported on the State's tax rolls. The City uses several systems and consultants to track this information and ensure its accuracy. One of these systems contains a feature to crosscheck FTB and City Business License tax data; however, that feature has not been used because the FTB and the City have never exchanged tax information.

Errors in a business's tax reporting can easily occur in several situations. If a business moves from one tax jurisdiction to another and forgets to update that information, or the address is incorrectly recorded, the City may lose tax revenues until the error is caught

and fixed. Businesses with multiple locations may report sales activity disproportionally among the locations; the City may lose tax revenues until the sale activity is correctly reported. If businesses fail to obtain a Business License then taxable activities may be missed until that oversight is corrected.

Staff uses various systems and methods to ensure that taxes are appropriately collected. This agreement with the FTB will allow both entities to annually crosscheck their information and correct errors that have not previously been detected or fixed.

The FTB has strict requirements safeguarding the confidentiality of tax information. The City's procedures and systems meet the FTB requirements.

ALTERNATIVES

No alternative method exists to crosscheck FTB and City Business License tax information. Not authorizing this Agreement may result in lost tax revenue for the City.

FISCAL IMPACT

Since existing systems have the capability to reconcile FTB and City Business License tax data, no expense is anticipated in implementing this agreement. Not authorizing this Agreement may result in lost tax revenue for the City.

CITY COUNCIL GOALS

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

ATTACHMENTS/EXHIBITS

Attachment 1: State of California, Franchise Tax Board Agreement

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Concurred By:
Brooke McKinney
Treasury Operations Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

Attachment 1

AGREEMENT NUMBER
C1000237
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Franchise Tax Board

CONTRACTOR'S NAME
City of Moreno Valley

2. The term of this Agreement is: June 1, 2011 through December 31, 2013

3. The maximum amount of this Agreement is: $ 0.00
NON-FINANCIAL AGREEMENT

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit C* – General Terms and Conditions	GTC610
Exhibit D - Special Terms and Conditions	3 pages
Exhibit E - City Record Format Specifications	2 pages
Exhibit F - FTB Record Layout Specifications	1 page
Exhibit G – Confidentiality Statement	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **City of Moreno Valley**		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Henry T. Garcia, City Manager		
ADDRESS 15670 Perris Blvd., Moreno Valley, CA 92552		
STATE OF CALIFORNIA		
AGENCY NAME Franchise Tax Board		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Garrison, Chief Financial Officer		☒ Exempt per: SCM 4.04.5.b.
ADDRESS P.O. Box 2086, Rancho Cordova, CA 95741-2086		

EXHIBIT A

SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein referred to as (FTB) and the City of Moreno Valley, herein after referred to as the City.

Purpose:
This Agreement allows FTB and the City to enter into a reciprocal agreement to exchange tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear their own costs of providing the data and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

Legal Authority:
California Revenue and Taxation Code (R&TC) Section 19551.5 mandates cities to provide city business tax data to FTB. R&TC 19551.1 authorizes a reciprocal agreement for the exchange of city business tax and income tax information between a city and FTB.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City's business tax program.

2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and only accessed by City employees.

3. The City agrees to provide FTB with tax information pursuant to Exhibit E, Format Specifications, which shall include but is not limited to the following:

   - Business or owner's name.
   - Business or residence address.
   - Federal employer identification number or social security number.
   - North American Industry Classification Code or Standard Industry Classification Code.

4. The City agrees to extract and provide City data to FTB annually in June for each tax year that the Agreement is in place, June 2011, 2012, and 2013. If the Agreement is executed after June 30, 2011, the City has 30 days after execution to provide FTB with the first year's data.

5. The City agrees to submit the records to FTB using FTB's Secure Web Internet File Transfer (SWIFT).

6. The City agrees to submit the records to FTB in ASCII fixed length format, .txt, per the Format Specifications, Exhibit E.

EXHIBIT A

SCOPE OF WORK (continued)

7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City forfeits its rights to FTB data for that year.

8. The City agrees that each City employee having access to FTB data shall sign a Confidentiality Statement, Exhibit G. The signed statement is to be retained by the City and produced to FTB upon request.

9. The City agrees to submit to FTB a completed safeguard questionnaire prior to receiving FTB data. The safeguard questionnaire is valid for the duration of the Agreement.

10. The City agrees to provide a copy of the resolution, order, motion, or ordinance of the local governing body, authorizing the execution of the Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law.

2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose.

3. FTB agrees to provide the City data extracted from the Taxpayer Information (TI) and Business Entities Tax System (BETS). FTB will provide the City records for taxpayers within the city's jurisdiction who indicate a business on their personal or corporation income tax return. The Record Layout, Exhibit F shall include, but is not limited to:

   - Taxpayer name.
   - Taxpayer address.
   - Taxpayer social security number or federal employer identification number.
   - Principal business activity code.

4. FTB agrees to match the data provided by the City using the social security number or federal employer identification number against FTB's data with a yes or no indicator on the Record Layout, Exhibit F. The first year's data match is at the discretion of FTB and will be based on when the data is received and processed.

5. FTB agrees to provide the City an annual extraction in December 2011 for tax year 2010, December 2012 for tax year 2011, and December 2013 for tax year 2012 via SWIFT.

6. FTB agrees to register the City for a SWIFT account, allowing for the secure electronic transmission of data.

7. FTB agrees to provide the City a unique City Business Tax Number to be used for reporting purposes only.

8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

EXHIBIT A

SCOPE OF WORK (continued)

Project Coordinators:

The project coordinators during the term of this Agreement will be:

Franchise Tax Board
Cathy McCollum
Data Resources and Services Unit
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-4431
Fax: (916) 845-4849

City of Moreno Valley
Steve Hargis
Technology Services Division Manager
15670 Perris Blvd.
Moreno Valley, CA 92552
Phone: (951) 413-3401

Return executed agreement to:

Franchise Tax Board
Procurement & Asset Management Bureau
Attention: Nel Bohling
P.O. Box 2086, Mailstop A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-7870
Fax: (916) 845-3599

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. DATA OWNERSHIP: The classified confidential tax information being provided to the City under this Agreement remains the exclusive property of FTB. The City shall have the right to use and process the disclosed information for the purposes stated in this Agreement, which right shall be revoked and terminated immediately upon completion of this Agreement.

2. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has tax return information and other data in its custody, which is confidential data. Unauthorized inspection or disclosure of state tax return information or other confidential data is a misdemeanor (Revenue and Taxation Code Section 19542 and 19542.1).

3. USE OF INFORMATION: The City and FTB agree that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described by this Agreement. The information obtained by FTB shall be used for tax administration and non-tax programs that FTB administers and may be shared with other state/federal agencies as authorized by law. The City and FTB further agree that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose other than identified in this Agreement or as authorized by law.

4. EMPLOYEE ACCESS TO INFORMATION: Both FTB and the City agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Both parties recognize their responsibilities to protect the confidentiality of this information as provided by law and ensures such information is disclosed only to those individuals and of such purpose, as authorized by the Revenue and Taxation Code.

5. DISCLOSURE OF CONFIDENTIAL INFORMATION: Any unwarranted disclosure or use of state tax return information or any willful unauthorized inspection of the return information is an act punishable as a misdemeanor. Inspection is defined to mean any examination of confidential information. No one other than authorized employees may access, use, view or manipulate the data being transmitted to the City under this Agreement. The City, in recognizing the confidentiality of state tax return information, agrees to take all appropriate precautions to protect from unauthorized disclosure of the confidential information obtained pursuant to this Agreement. The City will conduct oversight of its users with access to the confidential information provided under this Agreement, and will promptly notify FTB of any suspected violations of security or confidentiality by its users.

   The City and each of the City's employees who may have access to the confidential data of FTB will be required to sign a Confidentiality Statement, Exhibit G, attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized disclosure thereof. The signed statement shall be retained by the City and furnished to FTB upon request.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

6. INCIDENT REPORTING: All unauthorized or suspected unauthorized access; use and/or disclosure (incidents) of FTB data shall be reported to FTB's contact, Cathy McCollum at (916) 845-4431, immediately upon discovery of the incident. The incident report shall contain the following: date, time, employee name, description of the incident or circumstances, and means of discovery. Upon discovery of any such incident, FTB will make the appropriate notification to affected California resident(s) pursuant to the requirements of Civil Code Section 1798.29.

7. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, availability, authenticity, and utility of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The City will store information so that it is physically secure from unauthorized access. The records received by the City will be securely maintained and accessible only by employees of the city business license program who are committed to protect the data from unauthorized access, use, and disclosure.

8. DESTRUCTION OF RECORDS: All records received by the City from FTB and any database(s) created, copies made, or files attributed to the records received will be destroyed within three years of receipt. The records shall be destructed in a manner to be deemed unusable or unreadable and to the extent that an individual record can no longer be reasonably ascertained. FTB will destroy City data in accordance with the Department's data retention policies.

9. INDEMNIFICATION: Both parties agree to indemnify, defend, and save harmless each other, its officers, agents, and employees from any and all claims and losses accruing or resulting from any breach of confidentiality by either party and/or its employees.

10. SETTLEMENT OF DISPUTES: In the event of a dispute, the City shall file a "Notice of Dispute" with the Chief Counsel of the Franchise Tax Board within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Counsel or his/her designee shall meet with the City and the FTB contact for purposes of resolving the dispute. The decision of the Chief Counsel shall be final.

11. SAFEGUARD QUESTIONNAIRE and REVIEW: Prior to sending data to the City, FTB requires the City to submit a safeguard questionnaire certifying the protection and confidentiality of FTB data. The FTB retains the right to conduct an on-site safeguard review of the City. The City will be provided a minimum of seven (7) days' notice prior to a safeguard review being conducted by the FTB Disclosure Office. The safeguard review will examine the adequacy of information security controls established by the City in compliance with the confidentiality requirements pursuant to this Agreement. The City will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.

12. LIMITED WARRANTY: Either party does not warrant or represent the accuracy or content of the material available through this Agreement, and expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

13. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty days' (30) prior written notice. This Agreement may be terminated by either party in the event of any breach of the terms of this Agreement. Both parties agree that in the event of a breach to the terms of this Agreement, it shall destroy all records and any databases created, copies made, or files attributed to the records received. The records shall be destructed in a manner to be deemed unusable or unreadable and to the extent that an individual record can no longer be reasonably ascertained, upon destruction.

14. NO THIRD PARTY LIABILITY: Nothing contained in this Agreement or otherwise shall create any contractual relation between either party and any other party, and no party shall relieve the City or FTB of its responsibilities and obligations hereunder. Both parties agree to be fully responsible for the acts and omissions of its third parties and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the City or FTB. Both parties shall have no obligation to pay or to see the payment of any monies to any party or persons either directly or indirectly employed by the City or FTB.

EXHIBIT E

CITY RECORD FORMAT SPECIFICATIONS

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with blanks.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with blanks.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with blanks.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if not known or still in business.

CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the six-digit NAICS code. Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

EXHIBIT F

FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal business activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

EXHIBIT G

CONFIDENTIALITY STATEMENT

State of California **Franchise Tax Board**

Confidential tax return information is protected from disclosure by law, regulation, and policy. Information security is strictly enforced. Violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax return information is in the public's interest, the state's interest, and the city's interest.

A city employee is required to protect the following types of information received from the Franchise Tax Board:

- Taxpayer name
- Taxpayer address
- Taxpayer social security number or taxpayer identification number
- Principal business activity code

A city employee is required to protect confidential information by:

- Accessing or modifying information only for the purpose of performing official duties.
- Never accessing or inspecting information for curiosity or personal reasons.
- Never showing or discussing confidential information to or with anyone who does not have the need to know.
- Placing confidential information only in approved locations.
- Never removing confidential information from your work site without authorization.

As a city employee, you are required to know whether information is protected. If you have any question regarding whether particular information is confidential, check with your department's project coordinator.

Unauthorized inspection, access, use, or disclosure of confidential tax return information is a crime under state laws, including but not limited to Sections 19542 and 19552 of the California Revenue and Taxation Code and Section 502 of the Penal Code. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- State criminal action
- State and/or taxpayer civil action

You are reminded that these rules are designed to protect everyone's right to privacy, including your own.

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action being taken against me.

Name	
Signature	***Date***

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MV00101979

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: April 12, 2011

TITLE: Resolution Regarding the Liberty Quarry

RECOMMENDED ACTION

Staff recommends that the City Council discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

BACKGROUND

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. The proposed project would help meet the current and projected demand for construction aggregates in the Temecula-Murrieta area, southwestern Riverside County, and northern San Diego County by providing reliable, high-quality, aggregate products at a maximum permitted production level of 5 million tons per year for a maximum of 75 years. The operations at Liberty Quarry would involve hard rock extraction and crushing, material processing and product production, and truck transport of quarry products to customers.

The proposed site is located within Riverside County at the border to San Diego County, west of I-15, and comprises 414 acres. One hundred fifty-five acres are proposed for the quarry area and associated support operations, 9 acres would be used for an access road and utility pad, and 250 acres would remain as undisturbed open space and would serve as buffers to adjacent properties. The proposed project would include construction of a crushed rock processing plant and associated facilities. The project would also include construction of an additional lane at the southbound I-15 off-ramp at Rainbow Valley Boulevard to accommodate traffic entering the site from the north.

According to the environmental impact report released by Riverside County, in addition to the processing plant and support facilities, the project would include the following specific design features that avoid or reduce potential impacts:

- Open space areas and buffers
- Reclamation plan suitable for habitat open space
- Enclosed equipment to reduce dust and odors
- Low-profile installation, onsite setbacks, and a landscaped berm to limit noise and views
- Water reuse to conserve water resources

Additionally, reclamation activities would be conducted during all phases of development of the Proposed Project, and the post-reclamation end use would be suitable for habitat open space.

In July, 2009, the County of Riverside released the Draft Environmental Impact Report (DEIR) for this project, which assessed potentially significant impacts related to the environment. Of the elements studies, the DEIR determined that there would be no adverse impact to mineral resources and less than significant impacts with implementation of mitigation measures, design considerations and/or compliance with standard regulations for the following issue areas: aesthetics and light, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, utilities and service systems, and vibration. The DEIR did determine that the proposed project would result in "significant and unavoidable impacts" to air quality and traffic/transportation, which cannot be mitigated to below a level of significance. However it also indicated that those impacts would occur without the project due to diesel trucks traveling long distances to haul aggregate if the quarry is not constructed. The Draft EIR was circulated for 120 days for review for the period from July 20, 2009 through November 23, 2009 (the review period was extended from the original 60 days to 120 days per public requests) and 232 comment letters and emails were submitted. The Final Environmental Impact Report was released by the County on March 24, 2011 and included no major changes to the Draft EIR.

DISCUSSION

The proposed resolution was placed on the agenda at the direction of members of the City Council. Similar resolutions of support have been adopted by the cities of Banning, Beaumont, and Eastvale. Granite Construction lists among the supporters of the project the Greater Riverside Chambers of Commerce, Moreno Valley Chamber of Commerce, Inland Empire Economic Partnership and the Riverside Building Industry Association. Proponents of the project cite the need to increase aggregate reserves. According to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years; the California Department of Conservation reports that Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining. California State Geologist John Parrish has

stated that increasing demands for a dwindling supply of construction grade aggregates as California's population grows will result in higher market prices for aggregate commodities. This could result in higher project costs for all types of construction.

The City of Temecula passed a resolution opposing the project on March 8, 2011. Temecula's resolution states that the project is incompatible with County development, zoning, and land use standards, as well as the Multiple Species Habitat Conservation Plan, and should be prohibited. The Temecula resolution also states that the project will degrade air quality, increase traffic and negatively impact the economy and that the Draft EIR is "fundamentally misleading and incomplete." Opponents of the Liberty Quarry project include a group of residents from Rainbow, Fallbrook and Southwest Riverside County called "Save our Southwest Hills"; the group's website includes a list of nearly 500 businesses and organizations opposed to the quarry project.

ALTERNATIVES

1) Approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

2) Not approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

3) Direct staff to prepare a different resolution regarding the Liberty Quarry.

4) Take no official position with regard to the Liberty Quarry.

FISCAL IMPACT

The proposed resolution will have no fiscal impact to the City.

SUMMARY

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. A proposed resolution in support of the need for and benefits of the Liberty Quarry project was placed on the agenda at the direction of members of the City Council.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2011-31 in support of the need for and benefits of Liberty Quarry.

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, IN SUPPORT OF THE NEED FOR AND BENEFITS OF LIBERTY QUARRY

WHEREAS, access to high quality, affordable construction materials geographically near major transportation corridors is critical to address sustainable growth and development throughout California; and

WHEREAS, California is facing a critical shortage of aggregate materials and reserves that is both substantial and immediate; and

WHEREAS, according to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years, and according to the California Department of Conservation, Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining; and

WHEREAS, the Liberty Quarry could produce up to 5 million tons per year of aggregate, concrete and asphalt and could supply all of the Southwestern portions of Riverside County with enough aggregate for its needs for the next 75 years; and

WHEREAS, a local quarry project such as Liberty Quarry would contribute $300 million in new sales tax revenue, $41 million in new property taxes and fees and $2.2 million in Riverside County taxes annually; and

WHEREAS, the proposed quarry would provide jobs for residents in Southwest Riverside County as well as generate numerous indirect jobs in other parts of Riverside County; and

WHEREAS, aggregate supply facilities in Banning, Palm Springs, and Indio currently truck aggregate through the City of Moreno Valley and neighboring communities to meet the needs of Southwest Riverside County and northern San Diego because of a lack of local aggregate; and

WHEREAS, the proposed Liberty Quarry in Southwest Riverside County would provide these markets with a local source of aggregate and take hundreds of aggregate-hauling trucks off of State Route 60 and Interstate 215.

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

1. That Moreno Valley supports efforts to make available additional aggregate resources nearby major transportation corridors to reduce the impacts of and increased costs related to importing material long distances.

2. Presuming completion of required environmental review and analysis and mitigation of impacts as directed by Riverside County, Moreno Valley supports the Liberty Quarry project and encourages the County to work closely with the other stakeholders in the region and area to ensure that this important facility is permitted and developed for the benefit of all citizens of Riverside County.

APPROVED AND ADOPTED this 12th day of April, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

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MV00101987

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 12, 2011

TITLE: CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN

RECOMMENDED ACTION

Staff recommends that the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

BACKGROUND

Council Member Robin N. Hastings requested, and Council Member William H. Batey II seconded, to agendize City Council consideration of sponsorship of Breakthrough Community Corporation's (BCDC) Hope for Our Youth Campaign (HYC).

On April 5, 2011, Breakthrough Community Corporation (BCDC), submitted a Sponsorship Application Request for its Hope for Our Youth Campaign (HYC). The event is planned for Saturday, May 21, 2011, from Noon – 5 p.m, at the Moreno Valley Conference & Recreation Center (C&RC). It is estimated 1,000 plus attendees will attend the overall event, and 600 will attend the performance of the play. There are three HYC objectives: 1) bring together key community resources to address issues that youth face; 2) reach youth through drama and art; and 3) get guns off of the street.

The Community Resource Fair component of the HYC will provide information and resources to a diverse group of youth between the ages of 12 – 25 years old, who reside in Moreno Valley and neighboring cities. Viable resources such as mental health counseling, drug intervention, suicide prevention information, spiritual counseling, gang intervention, AIDS testing and counseling, as well as mentoring programs will be

available. No fee will be charged to attend the Community Resource Fair portion of the event.

The second objective of the HYC is to reach youth on a level in which they can relate through drama and art. Breakthrough Community Corporation (BCDC) has teamed up with Demarco Plays LLC to bring the reality stage play *Kila'Delphia* to the community. The play provokes change and provides a platform for ushering discussions as a pathway to help and heal the dysfunctional family structure. To ensure attendance does not exceed the capacity of the C&RC, tickets will be presold at the cost of $5.00 per ticket. Breakthrough Community Corporation (BCDC) is seeking sponsorships for the cost of the tickets; and if successful, free tickets will be offered.

The third objective of the HYC collaborative is to get guns off the street. Breakthrough Community Corporation (BCDC) is partnering with the Moreno Valley Police Department in an effort to reduce the number of guns on the streets. During the event, the police department will implement an amnesty program where a person can turn in their gun(s) with no questions asked. Breakthrough Community Corporation (BCDC) is seeking gift card donations from local businesses that will be given to each individual who turns in a gun.

DISCUSSION

The Breakthrough Community Corporation (BCDC) is a non-profit organization existing pursuant to Internal Revenue Section 501(c)(3) and complies with "City Sponsorship" Policy 2.36. The event, as described above, meets with the event eligibility criteria. Breakthrough Community Corporation (BCDC) would be eligible for the requested $2,040 sponsorship based upon the projected attendance, and the sponsorship amount does not exceed fifty percent of the funds raised for the event. The $2,040 is the amount of the Moreno Valley Conference and Recreation Center rental fee for the event.

ALTERNATIVES

1. Approve Breakthrough Community Corporation's (BCDC) Sponsorship Application for its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

2. Deny Breakthrough Community Corporation's (BCDC) Sponsorship Application for its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

FISCAL IMPACT

In Fiscal Year 2010/2011, $5,000 was budgeted for Special Events in the City Council's Business Unit - Line Item 010.11110.6236 as set forth in "City Sponsorship" Policy 2.36.

SUMMARY

Breakthrough Community Corporation's (BCDC) is planning its Hope for Our Youth Campaign (HYC) and is requesting the City Council approve a Sponsorship Request Application to offset the cost of the Moreno Valley Conference & Recreation Center rental fee. The City Council is guided by "City Sponsorship" Policy 2.36 that sets forth criteria of aiding eligible organizations in providing worthwhile community events by paying a portion of the costs.

NOTIFICATION

Publication of Agenda.

Staff notified Breakthrough Community Corporation's (BCDC) of the pending action before the City Council.

ATTACHMENTS/EXHIBITS

1. Breakthrough Community Corporation's (BCDC) Sponsorship Application Request
2. Moreno Valley Conference & Recreation Center Rental Contract
3. Breakthrough Community Corporation's (BCDC) Proposal
4. "City Sponsorship" Policy 2.36

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00101991

MORENO VALLEY

City of Moreno Valley
Sponsorship Application Request – Local Events – Regional Events

Applications must be filed at least 60 days prior to the event. All applications must be accompanied by a Special Event Permit and Application.

Application Information

1. Organization Name (if any): BREAKTHROUGH COMMUNITY DEVELOPMENT CORP.
2. Non-Profit Federal Tax Identification Number: 26-3386105
3. Event Title: HOPE FOR OUR YOUTH CAMPAIGN (HYC)
4. Event Description: AN INITIATIVE DESIGNED TO BRING AWARENESS TO ISSUES FACED BY OUR YOUTH: DRUGS, GANGS, GUNS, AIDS, ETC
5. Event Date: MAY 21, 2011 Start Time: 12:00 P.M. End Time: 5:00 P.M.
6. Event will take place: ☐ City Park ☒ City Facility C&RC ☐ On a Public Street ☐ Other:
7. Is this a fund-raising event? ☐ Yes ☒ No
8. Provide information on the budget for this event:

   Expected Income: $ 24,973.14
   Expected Expenses: $ 24,973.14
   Expected Net Profit: $
   Expected Attendance: 1,000 PLUS
   Entry Cost Charged to Participant: $ 5.00 (IF DONATIONS ARE NOT SECURED)
9. Funding Sources: VARIOUS
10. Amount of Funding: TBD

- ✓ Attach a detailed copy of your event budget.
- ✓ Attach a list of the organization's Board Members including telephone numbers.
- ✓ Attach a copy of your organization's non-profit IRS tax status.
- ✓ Request for parade must include a proposed parade route.
- ✓ Request for park use must include a detailed diagram of park site.

I certify that all statements on this request are true and complete to the best of my knowledge.

Signature: [signature] Title: PRESIDENT

Individual Name: ERICA HOPKINS Daytime Phone: 562.449.7039
(Individual filling out this application)

Mailing Address: 22620 GOLDEN CREST DR., #120 MORENO VALLEY, CA 92553 Evening Phone:

E-Mail Address: ERICA.HOPKINS10@YAHOO.COM Fax Number:

To be Completed by the City of Moreno Valley

Received by: Cindy A. Miller *Date Received:* 4/5/11

Authorized by: *Date Authorized:*

AP 2.36 Attachment 1

Attachment 1

HYC Project Budget

Budget Summary	**Total**	**Total Requested**	**Total Donated**
I. Personnel/Administrative			
A. Voluneer Stipend (3 Lead Positions)	300.00	300.00	300.00
B. Ticket Cost ($5.00 each x 600 seats)	3000.00	3000.00	3000.00
Ticket cost cover Kila Delphia production cost			
II. Non-Personnel			
A. Space Costs (donated by city)	2040.00	2040.00	TBD
B. Marketing, Advertising Cost	2000.00	2000.00	TBD
C. Gun Fund (100 @ $100.00 each)	10000.00	10000.00	TBD
D. Food catering for 1001($2.86 per person)	2862.86	2862.86	TBD
E. Decorations (balloons, table clothes, poster, etc.)	1000.00	1000.00	TBD
F. Raffle Prizes (iPAD, Flat Screen TV, Computer)	1500.00	1500.00	1500.00
Contingency Fund 10%	2270.28	2270.28	TBD
Total	***24973.14***	***24973.14***	

Breakthrough CDC Hope for our Youth Campaign

Breakthrough CDC Board of Directors		
NAME	**ROLE**	**AFFILIATIONS**
Dr. Charles E. Gibson	Chairman	Valley Health System New Demention Bible College TransAmerica
Erica Hopkins	President	Californai State University Alumni Association Association of the United States Army Northrop Grumman Community Relations Committee Soropomist
Stan Rosendahl	Treasurer	Team Focus Youth Program
Kimberly Evans	Secretary	PCM Property Management University of Pheonix Menifee Neighborhood Association
Anne Unmatch	Board Member	Project Touch Tarbell Realestate
Alonda Bonner	Interim Historian	Community Action Partnership Project BLISS Indivdiual Development Account Program Shea Realestate Company
Bijohn Slack	Sergent of Arms	Fullerton College Chorus Moreno Valley Chior

Erica Hopkins

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 30 2010

BREAKTHROUGH COMMUNITY DEVELOPMENT
CORPORATION
C/O ERICA HOPKINS
22620 GOLDENCREST DR STE 120-124
MORENO VALLEY, CA 92553

Employer Identification Number:
26-3386105
DLN:
600147042
Contact Person:
NANCY L HEAGNEY ID# 31306
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 6, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

BREAKTHROUGH COMMUNITY DEVELOPMENT

Sincerely,

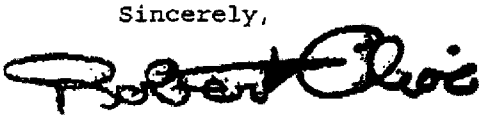

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

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MV00101997

Rental Contract / Grand Valley Ballroom

Moreno Valley Conference & Recreation Center
Grand Valley Ball Room
14075 Frederick Street
Moreno Valley, CA 92553
Banquet Coordinator: Dave Flowers (951) 413-3280
User: davef
Printed: 17-Mar-11, 03:27 PM

Contract #: 18840 **User:** davef
Date: 16-Feb-11 **Status:** Tentative

City of Moreno Valley, Department of Parks and Community Services, 14075 Frederick, Moreno Valley, CA 92553 hereby grants City Council Offices hereinafter called the "Licensee" represented by Cindy Miller, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use Social Function
Community Play

ii) Conditions of Use

iii) Date(s) and Time(s) of Use # of Bookings: 2 Starting: Sat May 21, 11 12:00 PM Expected: 500
Ending: Sat May 21, 11 06:00 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Conference & Recreation Center - Grand Valley Ballroom Small Patio	Sat	21-May-11	12:00 PM	21-May-11	05:00 PM	1,500.00	$393.00	$0.00	$1,893.00
Conference & Recreation Center - Alessandro A & B	Sat	21-May-11	12:00 PM	21-May-11	06:00 PM	$72.00	$75.00	$0.00	$147.00

iv) Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge	Tax	Total
Conf & Rec Carpet Fee	5:00	1	$30.00	$0.00	$30.00
Conf & Rec Cleaning	5:00	1	$170.00	$0.00	$170.00
Conf & Rec Cleaning Alessandro	6:00	1	$50.00	$0.00	$50.00
Conf & Rec Microphone (cordless)	5:00	4	$100.00	$0.00	$100.00
Conf & Rec Set-Up/Decorating Time	11:00	4	$118.00	$0.00	$118.00
	32:00	11	$468.00	$0.00	$468.00

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
$1,572.00	$468.00	$0.00	$2,040.00	$0.00	$0.00	$2,040.00	$0.00

Balance of rental due and payable immediately

Cancellation of Grand Valley Ballroom Permit by Applicant:

Cancellations for the Grand Valley Ballroom shall adhere to the following:

* Reservations cancelled shall not receive a refund of any of the deposit .
* Reservations cancelled five (5) to thirty one (32) days prior to the scheduled date of event shall not receive a refund of the deposit and shall be charged for 50% of the rental contract.
* Reservation cancelled less than five (5) working days from the scheduled date of event receive no refund of the deposit and no refund of the rental contract.

X: _____
Cindy Miller
City Council Offices
14177 Frederick Street
Moreno Valley CA 92553
USA
Home: ()
Fax: ()
Business: (951)413-3006

X: _____
Name: Dave Flowers
Title: Banquet Coordinator
of Moreno Valley, Department of Parks and Community Servi

Rental Contract / Grand Valley Ballroom

Contract #: **18840** **User:** **davef**
Date: **16-Feb-11** **Status:** **Tentative**

Date: _____ Date: 3-17-2011

Moreno Valley Conference and Recreation Center

APPLICATION REQUEST FORM

Sponsoring Group or Organization: City of Moreno Valley

Event Date: 5/21/11 Saturday

Rental Applicant (Print): Cindy Miller Home #: 413 3006

Decorating Time: From 10:00am To 12:00pm

Address: 14177 Frederick Street Work #: x

Event Time: 12:00pm 5:00pm

City / Zip: Moreno Valley Ca 92552 Cell #: x

Take Down: 5:00pm 6:00pm

Insurance Company: E-Mail: Contract #:

Room Request: [X] Ballroom/Small Patio [ ] Ballroom/Large Patio

# of Attendees: 600

Alcohol: [ ] Yes [X] No
(ABC licence and Insurance is required.)

Description of Event: Community Event

Special Requests: x

Additional Comments: 15- 6' tables on the Patio Client to provide chairs on patio and easy ups if necessary.

Name of Caterer:
[ ] License, Permits and Insurance required

Name of Bartender Service:
[ ] License, Permits and Insurance required

Smoking is only permitted in designated smoking areas (Ordinance No. CSD 52).

***** All fees and conditions must be met at least 30 working days prior to event.**

Insurance and cleaning fees are subject to change.

The 750.00 deposit is non refundable if you cancel the event any time prior to your function. (See Rules and Guidelines for details)

Signature of Rental Applicant: Date:

OFFICIAL SPACE ONLY

FEES	FEE DESCRIPTION	FEES	FEE DESCRIPTION
waived	Deposit	$ 100.00	Wireless Microphones $25 x 4
$ 1,500.00	Rental $300 x 5		Video Data Projector $25.00
$ 250.00	Cleaning Fee	$	Audio Visual Tech $35/hr x
	Security Fee	$	Deluxe Sound System $100.00
$ 93.00	Set up/tear down $31/hr x 3	$	Piano $50.00
By Client	Insurance	$ 72.00	Alessandro A & B $12 x 6 hrs
	Dance Floor $200.00	$ 25.00	Set up Alessandro Room

$ 2,040.00 **TOTAL AMOUNT DUE** waived Deposit $ 2,040.00 Balance Due

Authorized Signature: Dave Flowers / Banquet Facilities Coordinator 3-17-2011
Print / Signature / Title

[ ] Approved Date:
[ ] Disapproved Date: Reason: Cecilia Gonzales

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MV00102001

Breakthrough Community Development Corporation (BCDC)
22620 Goldencrest #120
Moreno Valley, CA 92553

Purpose:
Breakthrough Community Development Corporation - Hope for our Youth Campaign (HYC)

A Stop the Violence Initiative

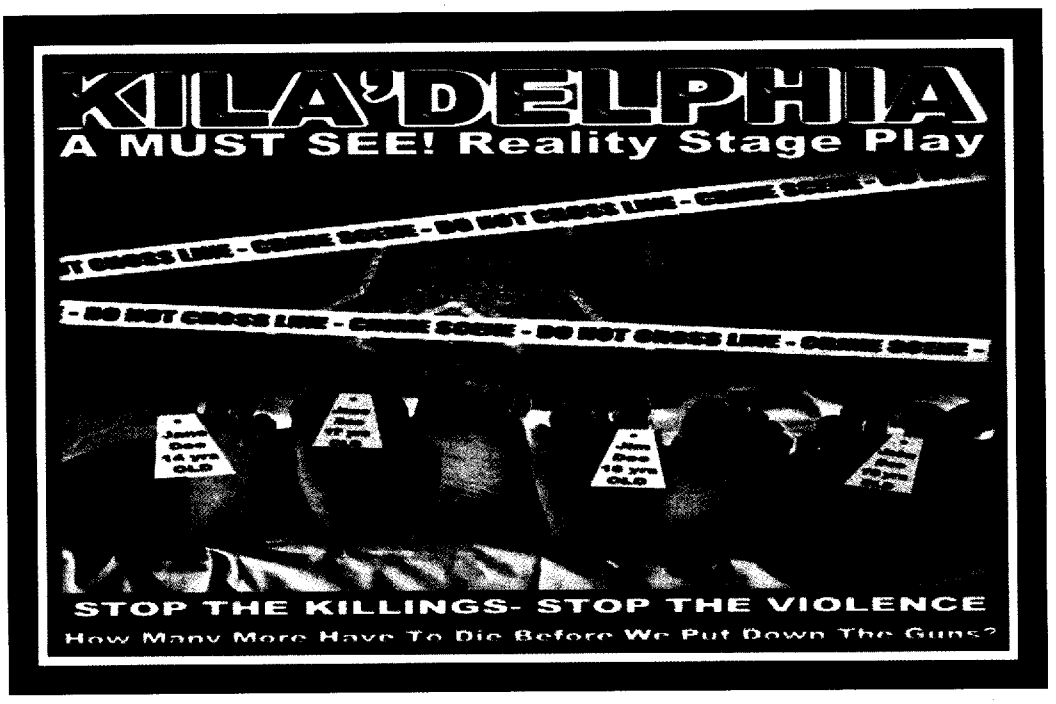

Proposal Submitted to:
Council Woman, Robin Hastings, City of Moreno Valley
Police Chief, John Anderson, Moreno Valley Police Department
Kenn Young, Superintendent Riverside County Schools

Submitted by:
Board of Directors
Breakthrough Community Development Corporation

Dr. Charles Edward Gibson, Chairman of the Board
Erica Hopkins, Breakthrough CDC President

February 4, 2011

Breakthrough Mission:

Breakthrough Community Development Corporation is a nonprofit public benefit organization whose mission is to build strong communities through neighborhood revitalization, affordable housing development and economic empowerment. Founded in March of 2009 by Dr. Charles Edward Gibson, the organization achieves its mission through public and private partnerships and the implementation of effective programs designed to inspire, empower and provoke social change.

Breakthrough Vision:

The vision of the Breakthrough Community Development Corporation is to be the conduit that facilitates positive change in the community, addressing all the components that create a thriving community including housing, education, finance, and social development.

PROGRAM DESCRIPTION:
Hope for our Youth Campaign (HYC)

There has been an increase in criminal activity amongst our youth in Riverside and San Bernardino counties including: gang violence, school shootings, rape, robbery, tagging and other senseless acts of violence. These activities stem from various ailments that plague our community like bullying, peer pressure, drug addiction, alcoholism, promiscuity, teenage pregnancy, AIDS, sexually transmitted diseases, suicide, depression, domestic violence and lack of parent/child communication. Although there are programs and services available to address these issues, more needs to be done on a level that speaks directly to our youth who fall victim to these ailments.

Hope for our Youth Campaign (HYC) is an initiative designed to bring awareness to the above issues and provide resources and supportive services, as well as, a campaign to get guns off our streets. How many more young people have to die before we, as a community, come together to provide help, support and resources for our children, our nieces, our nephews, and our neighbor's children? HYC seeks to develop a local collaboration with the City of Moreno Valley, the Moreno Valley Police Department, the Moreno Valley School District, the Val Verde School District and local businesses with one common goal, and that is to provide "Hope for our Youth."

PROGRAM OBJECTIVE:

The primary objective of the HYC collaborative is to bring together key community resources in order to address some of the issues our youth face including: gang violence, drug addiction, AIDS, suicide, depression, and other ailments that hinder their success. Viable resources such as mental health counseling, drug intervention, suicide prevention information, spiritual counseling, gang intervention, AIDS testing and counseling, as well as mentoring and encouragement are available in this community. HYC will facilitate bringing these resources together under one roof, during a day of "Hope for our Youth." Local governments, businesses and community based organizations will be asked to support the HYC initiative by participating in the Community Resource Fair component. Organizations such as Riverside County Health Department will be asked to provide staff, information, and resources to address AIDS and STD's during the one-half day Community Resource Fair component of the HYC initiative. A key objective of the Community Resource Fair component is to provide information and resources to a diverse group of youth between the ages of 12 – 25 years old, residing in Moreno Valley and neighboring cities. The key message to our youth is "Hope and Help" is available. Organizations that we will be asking to participate in the Community Resource Fair include but are not limited to: Riverside County Department of Mental Health, the Riverside County Health Department, the Moreno Valley Police Department Anti-Gang Task Force, 7 Habits of Highly Effective Teens Program, Breakthrough Church of God and Christ, Victory Outreach Drug Treatment Program, Cross Word Christian Church, Moreno Valley School District Counselors, Val Verde School District Counselors, Team Focus, Riverside County Superintendent of Schools, and Moreno Valley Parks & Recreation.

The secondary objective is to reach our youth on a level in which they can relate through drama and art. Breakthrough CDC has teamed up with Demarco Plays LLC to bring a national acclaimed reality stage play to the community. The play is entitled Kila Delphia. It is about the plight of three young men who grow up without a father in the home and are left to make difficult decision without proper guidance from their father. The play was written by Antwan Demarco, who grew up in Philadelphia where over 1,500 murders took place in a 3 year period; 17 of those brutally murdered of friends of Demarco. As a result, Demarco vowed to bring awareness to the senseless killings and acts of violence. As Demarco put it, "It is time to "Stop the Violence." The play addresses many of the issues such as gang violence, school shootings, rape, robbery, tagging and other senseless acts that lead to a lifestyle of crime. These activities stem from various ailments that plague our community like bullying, peer pressure, drug addition, alcoholism, promiscuity, teenage pregnancy, AIDS, sexually transmitted diseases, suicide, depression, domestic violence and lack of parent/child communication. The play is designed to capture the very heart of soul of our youth before it is too late. The play also illustrates the quandary of dysfunctional family structures. Play enthusiast have made comments like, "I saw myself, my mother and my brother in the play." The play provokes change and provides a platform for ushering discussions as a pathway for help and healing the dysfunctional family structure.

The final and most important objective of the HYC collaborative is to get guns of the street. This initiative is what we are calling our "Community 3G Network." 3G stands for Guns Gotta Go. With the recent school shooting in Riverside County, San Bernardino County and Los Angeles County, it is time to get guns off the street. Breakthrough CDC is partnering with the Moreno Valley Police Department in an effort to reduce the number of guns on the streets. During the Day of Hope for Our Youth, the police department will implement an amnesty program where a person can turn in their gun(s) with no questions asked. This is similar to initiatives done in Los Angeles County which resulted in hundreds of guns being taken off the street. The plan is for the Moreno Valley Police Department in conjunction with the Riverside County Sheriff's Department, facilitate the receipt of guns turned in during the HYC event.

PARTNER ROLES/RESPONSIBLITIES:

Breakthrough CDC

- Facilitate Overall HYC Collaborative
  - Develop and implement Partnership MOU between Breakthrough CDC and:
    - City of Moreno Valley, Moreno Valley Police Department, Riverside County Superintendent
  - Develop sponsorship forms and distribute to collaborative partners
  - Develop flyers, press release, and marketing tools
  - Enlist support of elected officials (Senator Bill Emerson, Congresswoman Bono, etc.)
  - Secure event sponsors, donations, and raffle prizes
  - Bring Kila Delphia reality stage production to venue location
  - Market and promote event to community
  - Provide on-sight staff including: Community Resource Fair Coordinator, Stage Play Coordinator, Community 3G Network Liaison.
  - Provide food for event
  - Provide raffle prizes for event
  - Secure community resources to participate in Community Resource Fair component
    - Department of Mental Health, Riverside County Health Department, Gang Intervention Resources, Domestic Violence Awareness Team, Suicide Prevention, Victory Outreach Drug Treatment Program, 7 Habits of Highly Effective Teen, etc., Team Focus, etc.

City of Moreno Valley

- Primary Sponsor of Event
  - Support HYC Collaborative
  - Provide location for venue i.e. Moreno Valley Conference Center
  - Provide Audio Visual equipment for stage play
  - Approve all event flyers, press release, and marketing items
  - Secure event sponsor, donations, and raffle prizes

- Market and promote event to the community
  - TV 3, City Website, Chamber of Commerce, etc.

Moreno Valley Police Department

- Community 3G Network Primary Facilitator – Guns Gotta Go (3G)
  - Support HYC Collaborative
  - Facilitate effort to get guns off the street
  - Invoke Amnesty Program
    - Receive all guns turned in during the on the Day of Hope for our Youth Event, no questions asked
  - Secure funding support (if possible) through grants and / or other funding resources
    - Purpose of funding:
      - Give $100.00 to all those turning in a gun
      - Secure raffle prizes, etc.
      - Offset other cost i.e. police support, security, etc.
  - Market and promote event to the community
  - Enlist support of Riverside County Sherriff
  - Work with Breakthrough CDC 3G Network Coordinator

Riverside County Superintendent of Schools – Kenn Young

- School District Representative
  - Support HYC Collaborative
  - Enlist support of local school district superintendents
    - Moreno Valley School District
    - Val Verde School District
  - Promote event within schools and local community
  - Provide information on available resources for the youth during Community Resource Fair component of the event
  - Participate in kick off of event
  - Secure funding support (if possible) through grants, private donations, and / or other funding resources

PROPOSED VENUE:

DATE: Saturday, April 30th 2011

TIME: 1:00 PM – 4:00 PM

LOCATION: Moreno Valley Conference and Recreation Center
14075 Frederick St., Moreno Valley, CA, 92552

Room A – Main Room (Seating for 600)

- Event Kick off
- Reality Stage Play
- Food

Room B – Community Resource Fair Component

- 6 Foot Tables w/2 Chairs for each support organization
- Space/booths for 15 organizations

Room C – 3G Network – (Turn in Your Gun)

- 6 Foot Tables w/2 Chairs for Moreno Valley Police Department
- Bin for guns
- 3-4 Space/booths for turning in guns and receiving $100.00 (or gift card)

PROJECT GOALS:

The goal of HYC is to provide the above venue at no cost to the participants. We endeavor to make this event "free" for the entire community, while simultaneously sending a clear message of Hope for our Youth. In addition, we want to get guns off the streets and out of the hands of juveniles. The normal cost to attend the reality stage play is $12.00 per person. Our goal is to secure enough grant funding/donations to provide 600 free seats as well as free food for all participants. In addition, our goal is to get a minimum of 100 guns office the street and provide $100.00 cash and/or a gift card for every person who turns in a gun. Our ultimate goal is to reach a minimum of 600 people from all age ranges and provide vital resources and information in order to help facilitate positive change in our community. Another goal is to raffle off significant prizes such as an iPAD, a Flat Screen TV, and a laptop computer. One prize will be raffled off to those who attend the Kila Delphia reality stage play, while the other prize will be raffled off to those who visit the Community Resource Fair. Raffle tickets will be used to track participation and measure outcomes, as specified below:

PROJECTED OUTCOMES:

The projected outcomes for this venue are as follows:

- 100 guns will be taken off the street
- 600 community members will be exposed to the reality of the issues that affect our youth
- 300 community members will receive information and resources for help and hope

PROJECT EVALUATION CRITERIA:

- Number of guns collected through Moreno Valley Police Department 3G Network
    - Log identifying each gun collected during event
    - Gift cards and/or cash issued for each gun
- Number of community participants that attend the Kila Delphia Reality Stage Play
    - Sign In Sheet will identify number of participants
    - Raffle tickets to be given to all attendees
        - Raffle Prize – iPAD (if funding/donation allows)
- Number of community members that obtain information from Community Resource Fair
    - Each resource table will log number of people who visit their booth via raffle ticket and giveaways
        - Raffle ticket will be given to each person that obtains information from each booth
            - Raffle Prize – Flat Screen TV or Lap top computer

PROJECT BUDGET:

Budget Summary

	Total	Total Requested	Total Donated
I. Personnel /Administrative			
A. Volunteer Stipend (3 Lead Positions)	300.00	300.00	TBD
B. Ticket Cost ($12.00 each x 600 seats)	7,200.00	7,200.00	TBD
Ticket Cost cover administrative fees and Kila Delphia production cost.			
II. Non-Personnel			
A. Space Costs (donated by city)	TBD	TBD	TBD
B. Marketing, Advertising Cost	2,000.00	2,00.00	- 0 -
C. Gun Fund (100 guns @ $100.00 each)	10,000.00	10,000.00	- 0 -
D. Food catering for 700 ($2.86 per person)	2,000	2,000.00	- 0 -
E. Decorations (balloons, table clothes, poster, etc.)	500.00	500.00	- 0 -
F. Raffle Prizes (iPAD, Flat Screen TV, Computer)	1,000.00	1,000.00	- 0 -
Contingency Fund 10%	2,000	2,000	
Total this Grant	**$25,000.00**	**$25,000.00**	**$TBD**

CITY SPONSORSHIP

PURPOSE: City sponsorship is provided for the purpose of aiding eligible organizations in providing worthwhile community events by paying a portion of the costs and receiving positive publicity for the City. The purpose of this policy is to set forth criteria to be met by the applicant prior to consideration of the request for sponsorship, as well as policies and procedures to be followed by the City in acting on the request for sponsorship.

POLICY:

I. Sponsorship

The City of Moreno Valley receives numerous requests to sponsor or co-sponsor events, activities, individuals or groups. The City has limited resources available for these sponsorship opportunities. For that reason, it is the City's policy to only sponsor or co-sponsor cultural or recreational events provided to the community by non-profit organizations existing pursuant to Internal Revenue Code Section 501(c)(3) or (4) that are located within the City. Sponsorship is a discretionary act of the City that confers no legal rights in the sponsorship proceeds or assistance prior to actual delivery by the City. No organization shall receive any City sponsorship proceeds or assistance unless and until it meets all of the criteria and satisfies all of the conditions contained within this policy and said sponsorship requester has submitted a completed application packet to the satisfaction of the City Manager. Upon approval of the Sponsorship Application packet, the sponsorship request will be forwarded to the City Council for review and consideration.

II. Organization Eligibility

Criteria for organization eligibility for City sponsorship is as follows:

A. Applicant must be organized and existing pursuant to Internal Revenue Code Section 501(c)(3) or (4).

B. Applicant must have as its primary purpose charity, youth development, cultural enrichment, or civic improvement.

C. Applicant must be located within the City and providing services or benefits to the community.

D. Applicant must complete and comply with the application process.

E. Applicant must demonstrate a need for City sponsorship.

F. Past events by the applicant must have complied with City requirements and have been free of significant problems.

G. Applicant must have a valid City Business License.

III. Event Eligibility

Criteria for event eligibility are as follows:

A. Fundraising shall not be the primary purpose of the event.

B. Cultural or recreational events only.

C. Past similar events by the applicant must have complied with City requirements and have been free of

significant problems.

D. Open to the general public without qualification and must be widely publicized.

E. Located within the City including the City sphere of influence March Air Reserve Base, March Joint Powers Authority property, and Box Springs Park.

IV. Sponsorship Limitations

Sponsorship proceeds or assistance shall not result in any money being actually given to or paid in behalf of the event organizer. Sponsored events will only receive a "line of credit" with the City that will allow the group to receive credits of City costs up to the designated amount of the sponsorship for the event. Eligible City costs that can be offset by the sponsorship proceeds or assistance up to the maximum amount of the sponsorship are limited to the following:

A. Mobile stage rental. (A monetary deposit by the applicant will be required.)

B. Facility rental. (A monetary deposit by the applicant will be required.)

C. Light or electric pole use in City parks.

D. City Permits.

E. Public Safety Services.

F. City Staff.

V. Sponsorship Amounts

The amount of sponsorship proceeds or assistance shall be determined as follows:

A. Depending on availability of resources, the City will budget $5,000 per fiscal year to be used for sponsorship opportunities.

B. The maximum sponsorship for any qualified organization and event shall not exceed $2,500 per fiscal year.

C. The maximum amount of sponsorship shall be directly proportional to the total attendance of the public at the sponsored event as follows:

1. 250 - 500 in attendance = $500 per event.

2. 501 - 750 in attendance = $750 per event.

3. 751 - 1,000 in attendance = $1,000 per event.

4. Over 1,001 in attendance = $2,500 per event.

In no case shall the sponsorship amount exceed fifty percent (50%) of the funds raised for the event.

D. Sponsorship amounts or assistance shall not be utilized to cover the cost of insurance.

VI. Application Process

A. Submit a completed City application (Attachment A) for sponsorship at least 90 calendar days prior to the event date. Failure to comply with this requirement shall be automatic grounds for denying sponsorship. The application shall include a detailed description or listing of the estimated funds, in-kind donations and/or other assistance the organization will receive to support the organization and/or event.

B. A completed application means completion of the City application for sponsorship, attachment of all required additional documentation, payment of all fees, if applicable, and submission of whatever other information and/or documentation that may be requested by the City to make an informed decision.

C. Incomplete applications shall not be eligible for City sponsorship.

D. Applicants shall receive a copy of this policy at the time an application is made to the City.

VII. Approval

A. A determination shall be made by the City Manager or his/her designee, within 30 calendar days after submission of an application for sponsorship as to its completeness.

B. The City Manager shall refer the request for sponsorship to the City Council for determination. Determinations on requests for sponsorship shall be made within 30 calendar days after submission of a completed application.

C. All decisions of the City Council regarding sponsorship shall be final.

VIII. Other Requirements

A. Applicant must agree in writing to defend and indemnify the City, the Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and their officers, employees and agents from and against any and all liability and claims of liability arising out of or otherwise arising from the event.

B. Applicant shall submit to the City at least 10 calendar days prior to the event an event implementation plan, if requested by the City. The event implementation plan shall address in detail all issues requested by the City.

C. Applicant shall agree to list the City of Moreno Valley as an official sponsor of the event in all promotion of the event. Failure to do so shall result in termination of the sponsorship and repayment to the City the monetary value of all sponsorship proceeds or assistance delivered to the applicant or for the event.

D. Applicant shall coordinate and work directly with the City Manager or his/her designee for use of the City name and City logo.

E. Applicant must have adequate public liability and other necessary insurance for the event as required by and in accordance with City insurance requirements or as otherwise determined necessary by the City Risk Manager.

F. All insurance must be issued by a company authorized and licensed to do business within the State of California and has a Best's Insurance Rating of A-, VII, or better to be acceptable to the City.

G. City, the Moreno Valley Community Services District, the Moreno Valley Community Redevelopment Agency, and their officers, employees, and agents must be named as additional insured on all policies of insurance.

H. Applicant must provide City with insurance certificates and valid additional insured endorsements or other appropriate insurance binder 15 calendar days prior to the date of the sponsored event.

I. Applicant shall provide the City with a detailed accounting of all expenses and funds, in-kind donations, and/or other assistance collected for the organization and/or event within 90 days following the event. Failure to provide the required information would deem the organization and/or event ineligible for City sponsorship in the future.

IX. Sponsorship Not Subject To This Policy

This policy shall not apply to events or organizations that are specifically budgeted for in the City's Annual Budget.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS

Developer: Western Pacific Housing
2280 Wardlow Circle
Suite 100
Corona, CA 92880

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760.

2. Authorize the Mayor to execute the agreement in the form attached hereto.

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Conditions of Approval for Tracts 22709, 22709-1, 31128, 31129, and 35760 require that the developer make certain public improvements to a segment of the large earthen channel adjacent to the projects from Moreno Beach Drive west to and under Oliver Street, for purposes of flood protection. The channel is the Riverside County Flood Control and Water Conservation District Master Drainage Plan Channel "F". Through a series of events that occurred several years ago, both the Department of Fish and Game and the U.S. Army Corps of Engineers became involved and have required the developer to obtain a permit from each regulatory agency. As conditions of said permits, the developer was required to install and manage the landscaping within the limits of that portion of Channel "F" to the specifications of each agency. The landscaping received oversight from a certified biologist and regular efforts are made to maintain the landscaping to the satisfaction of the agencies during the five-year 'grow-in' period. Per the regulatory agencies there are approximately two years remaining before the landscaping will be fully established and the permits released.

To ensure that the landscaping continues to be maintained through the establishment period, the developer has provided a surety to cover two years worth of maintenance efforts.

DISCUSSION

The developer of this project has completed and submitted a Maintenance Agreement for Public Improvements for the Promotory Park and Celebrations project, known as Tracts 22709, 22709-1, 31128, 31129, and 35760. The developer agrees to maintain improvements for a period of twenty-four (24) months from the date the agreement is executed or until such time as all involved regulatory agencies have accepted the channel and released the developer from the regulatory permits. The improvements include the maintenance of the Moreno Beach Channel known as Channel "F". Accompanying the agreement is an Irrevocable Letter of Credit as Faithful Performance security in the amount of $846,000 issued by JPMorgan Chase Bank. The Finance Director has determined that JPMorgan Chase Bank meets the minimum financial strength and stability to meet the obligations of the irrevocable letters of credit.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

ATTACHMENTS/EXHIBITS

Exhibit “A” – Agreement for Public Improvements
Exhibit “B” – Irrevocable Letter of Credit as Faithful Performance Security

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\4-12-11- DR Horton Channel Maint - Orig Agrmnt & LOC.doc

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR MAINTENANCE OF PUBLIC IMPROVEMENTS FOR PROMOTORY PARK AND CELEBRATIONS PROJECT TRACT NUMBERS 22709, 22709-1, 31128, 31129, AND 35760

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **Western Pacific Housing, Inc. A Delaware Corporation**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval of the Moreno Beach Channel (Flood Control District Master Drainage Line F) within the Promotory Park and Celebrations Project, known as **Tract Maps 22709, 22709-1, 31128, 31129, AND 35760** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and during the next **TWENTY-FOUR (24)** months from the date this Agreement is executed or until such time that all regulatory permits are released, to perform and complete in a good and workmanlike manner, all of the required maintenance in accordance with those improvement plans and in accordance with the biologist and regulatory permit directions, for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City

Security to guarantee the performance of this agreement shall be in the following amount:

Faithful Performance security shall be in the sum of **EIGHT HUNDRED FORTY-SIX THOUSAND DOLLARS AND NO/100** Dollars (*****$846,000*****). The estimated cost of said work and improvements is outlined in the worksheet labeled Exhibit A attached hereto.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

Exhibit "A"

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of the security or the amount of the bonds or both.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
Western Pacific Housing, Inc. A Delaware Corporation
2280 Wardlow Circle,
Suite 100
Corona, CA 92880

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Western Pacific Housing, Inc. A Delaware Corporation:
Developer

BY: _____
Signature

Barbara M. Murakami
Print/Type Name

Asst. Vice President
Title

BY: _____
Signature

Keith Alex
Print/Type Name

Vice President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 5 APR 2011

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\DR Horton - Channel F - Agreement.doc

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: TR 22709, 22709-1, 31128, 31129, & 35760

DATE: 03/01/11
PREPARED BY: Liz Plazola

IMPROVEMENT TYPE:

MITIGATION MONITORING SERVICES	$42,000
CHANNEL MAINTENANCE	$369,000
CHANNEL CLEARING	$405,000
SURVEYING, CERTIFICATION, & MEETINGS	$30,000
TOTAL COST (VALUE) OF IMPROVEMENTS:	$846,000

BOND AMOUNT: **$846,000**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On March 1, 2011 (Date) before me, Jennifer L. O'Leary, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Barbara M. Murakami and Keith Alex (Name(s) of Signer(s))
Asst. Vice President Vice President

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JENNIFER L. O'LEARY
Commission # 1881923
Notary Public - California
Riverside County
My Comm. Expires Mar 23, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer L. O'Leary (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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MV00102021

JPMorganChase

JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

MAR 14, 2011
OUR L/C NO.: TFTS-913906

AMENDMENT NO.: 1

TO:
CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

APPLICANT:
WESTERN PACIFIC HOUSING, INC.
2280 WARDLOW CIRLCE
SUITE 100
CORONA, CA 92880

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE: NONREF

APPLICANT'S NAME AND ADDRESS ARE CHANGED TO
WESTERN PACIFIC HOUSING, INC.
2280 WARDLOW CIRLCE
SUITE 100
CORONA, CA 92880

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

AUTHORIZED SIGNATURE

RALPH T. DAVIS
ASSISTANT VICE PRESIDENT

170812 Arelis Rivera

Exhibit "B"

JPMorganChase

JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

FEB 28 2011

FEB 25, 2011
OUR L/C NO.: TFTS-913906

BENEFICIARY:
CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

APPLICANT:
D.R. HORTON, INC.
301 COMMERCE STREET
SUITE 500
FORT WORTH, TX 76102

AMOUNT: USD846,000.00
(EIGHT HUNDRED FORTY SIX THOUSAND AND 00/100 UNITED STATES DOLLARS)

DATE AND PLACE OF EXPIRY:
FEBRUARY 28, 2012
AT OUR COUNTERS

LADIES AND GENTLEMEN:
WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR AVAILABLE FOR PAYMENT UPON PRESENTATION OF BENEFICIARY'S SIGHT DRAFT(S) DRAWN ON JPMORGAN CHASE BANK, N.A., WHEN ACCOMPANIED BY THE ORIGINAL OF THIS CREDIT.

SPECIAL CONDITIONS:

PARTIAL DRAWINGS ARE PERMITTED.

THIS LETTER OF CREDIT IS NOT TRANSFERABLE.

DRAFT(S) MUST BE MARKED: ''DRAWN UNDER JPMORGAN CHASE BANK, N.A., LETTER OF CREDIT NO. TFTS-913906''.

WE ARE INFORMED BY THE APPLICANT FOR INFORMATIONAL PURPOSES ONLY THAT THIS LETTER OF CREDIT IS BEING ISSUED TO COVER THE MAINTENANCE OF THE EXISTING LINE F CHANNEL UNTIL SUCH TIME AS THE REGULATORY AGENCIES ACCEPT IT AS COMPLETE AND CLOSE OUT THEIR RESPECTIVE PERMITS, PER THE DEVELOPMENT AGREEMENT.

161537 Areliis Rivera

JPMorganChase

JPMorgan Chase Bank, N.A.
Global Trade Services
300 South Riverside Plaza
Mail Code IL1-0236
Chicago, IL 60606-0236

FEB 25, 2011
OUR L/C NO.: TFTS-913906

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH ALL THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TO JPMORGAN CHASE BANK, N.A., C/O JPMORGAN TREASURY SERVICES, ATTN: STANDBY LETTER OF CREDIT DEPT., 10420 HIGHLAND MANOR DRIVE, 4TH FL., TAMPA, FLORIDA 33610 ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE OF THIS LETTER OF CREDIT.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION PLEASE CONTACT OUR CUSTOMER INQUIRY, THEIR NUMBER IS 1-800-634-1969, CHOOSE OPTION 1. E-MAIL ADDRESS IS: GTS.CLIENT.SERVICES@JPMCHASE.COM. PLEASE HAVE OUR REFERENCE NUMBER AVAILABLE WHEN YOU CONTACT US.

AUTHORIZED SIGNATURE

Jon P. Pierson
Assistant Vice President

161537 Arelis Rivera

JPMORGAN CHASE & CO.

SECRETARY'S CERTIFICATE

I, Nicole Hewitt, do hereby certify that I am a duly elected and qualified Assistant Vice President and Assistant Secretary of JPMorgan Chase Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America (the "Bank") and that set forth below is a true and correct copy of resolutions duly adopted by the directors of the Bank pursuant to a unanimous written consent, effective as of March 29, 2010. I further certify that said resolutions, at the date hereof, are still in full force and effect.

RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the "Bank"), and any other contracts, instruments or documents in connection with the conduct of the business of the Bank, whether or not specified in the resolutions of the Bank's Board of Directors (the "Board") may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Vice President or any Assistant Secretary; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank's affiliates or subsidiaries ("Support Documents") may be executed only where consistent with such resolutions of the Board dated March 29, 2010, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates;

RESOLVED that powers of attorney may be executed on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Operating Committee or Executive Committee, any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director or any other officer having a functional title or official status which is at least equivalent to any of the foregoing; provided, however, that such powers of attorney may not provide authority for signing Support Documents except as where consistent with such resolutions of the Board dated March 29, 2010, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates.

I further certify that Jon P. Pierson, with specimen signature as follows, has been duly empowered in accordance with the above resolutions to act in the name, and on behalf, of the Bank, specifically to execute in the name, and on behalf, of the Bank, standby letters of credit.

BY: Jon P. Pierson
NAME:
TITLE: Jon P. Pierson
Assistant Vice President

WITNESS my hand and the seal of JPMorgan Chase Bank, National Association, on the 9th day of March 2011.

N Hewitt
Nicole Hewitt

MINUTES - REGULAR MEETING OF MARCH 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00102027

B.3 **REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)**

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

SEE AGENDA ITEM A.5

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MV00102029

MINUTES - REGULAR MEETING OF MARCH 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00102031

MINUTES - REGULAR MEETING OF MARCH 22, 2011
(Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00102033

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the Public Hearing and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeastern Calif Conf Sev Day Adventist—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014;
   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 484-030-015 and 488-210-014.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014;

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015 and 488-210-014.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Southeastern Calif Conf Sev Day Adventist Church (APN 484-030-015) and Buddhadhammo Temple (APN 488-210-014), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD median program specific to these projects, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 22, 2011 and the Public Hearing on April 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned

drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APNs 484-030-015 and 488-210-014 were estimated based on the proposed fully improved Alessandro Blvd. and Nason St. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APNs 484-030-015 and 488-210-014 shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing,** tabulate the ballots, verify, and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and attached APN listing, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate and the annual charge for CSD Zone M to APNs 484-030-015 and 488-210-014 (and any division thereof). *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing,** tabulate the ballots, verify, or accept the result of the mail ballot proceedings for APNs 484-030-015 and 488-210-014. *This alternative would be contrary to Proposition 218 mandates.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Southeastern Calif Conf Sev Day Adventist Church APN 484-030-015 (and any division thereof)	$205 per parcel	$1,579.60
Buddhadhammo Temple APN 488-210-014 (and any division thereof)	$205 per parcel	$1,254.11

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The Property Owners are being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the result of the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhadhammo Temple.

NOTIFICATION

On February 8, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the Property Owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the March 22, 2011, Public Meeting and April 12, 2011, Public Hearing was published in The Press-Enterprise on March 3, 2011. Additionally, the Public Hearing notification was published on March 24 and on March 31, 2011.

ATTACHMENTS

Attachment 1: Southeastern Calif Conf Sev Day Adventist Church mail ballot packet
Attachment 2: Buddhadhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Abel Cordero
c/o Southeastern Calif Conf Sev Day Adventist
26121 Camelot Ave
Loma Linda, CA 92354

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 484-030-015

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 484-030-015 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 484-030-015 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,579.60 for the proposed Alessandro Blvd. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 484-030-015 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

✓	A check mark substantially inside a box;
X	An X mark substantially inside a box;
●	A dot or oval mark substantially inside a box;
■	A completely shaded or filled mark substantially inside a box;
✳	A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
○	A circle around the box and/or associated clause; or
▭	A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 484-030-015

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 484-030-015, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 484-030-015, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
484-030-015 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 484-030-015

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 484-030-015 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,579.60 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 484-030-015, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
484-030-015 (and any division thereof)	☐	☐	$1,579.60

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

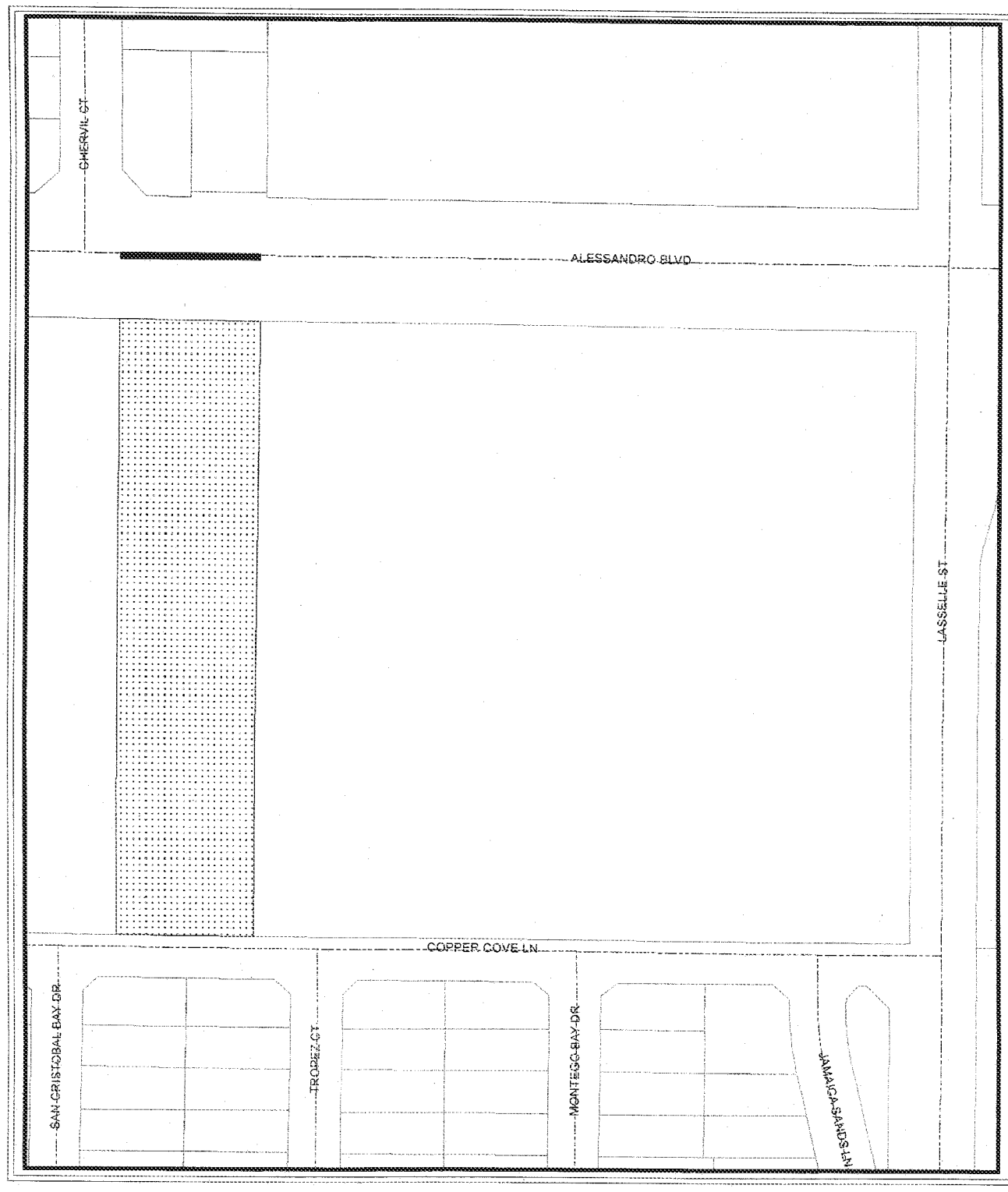

Moreno Hills SDA Church
APN 484-030-015

APN

- 484030015
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	Per Month $2.67	Per Year $32.00	PROPOSED PARCEL RATE	Per Month $12.58	Per Year $151.00

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00102047

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Albot Nikom
c/o Buddhadhammo Temple
13920 Nason St.
Moreno Valley, CA 92555

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 is $1,254.11 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.

4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of $1,254.11 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	☐	☐	$1,254.11

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 488-210-014, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

MV00102053

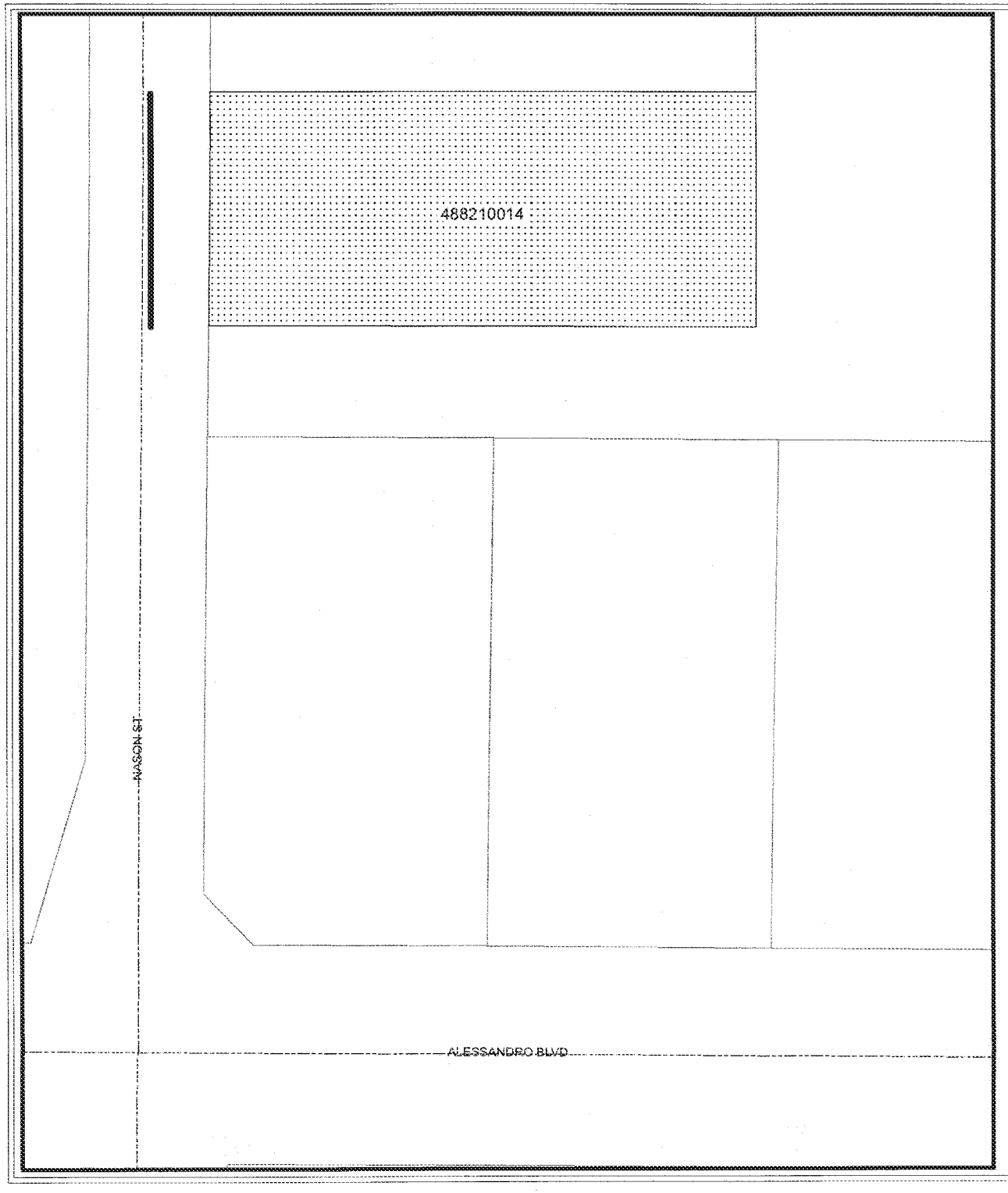

Buddhadhammo Temple
APN 488-210-014

APN

- 488210014
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.

N

0 50 100 150 200 Feet

G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00102055

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: The Mayor and City Council

FROM: Barry Foster, Economic Development Director

AGENDA DATE: April 12, 2011

TITLE: PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of multi-family housing revenue bonds to finance the acquisition, construction and development of a 77-unit multi-family rental housing project known as Hemlock Family Apartments.

2. Adopt Resolution 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the Community Redevelopment Agency of the City of Moreno Valley for Hemlock Family Apartments.

BACKGROUND

On March 8, 2011, the City and Redevelopment Agency Board (Agency) approved a Conditional Commitment Letter Agreement for the Agency, City and Rancho Belago Developers to work towards the development of a 77-unit affordable housing project that will be situated on Hemlock Avenue, just west of Perris Boulevard. The project as proposed by Rancho Belago Developers Inc. subsidiary, MV Hemlock Limited

Partnership, contains 77-units that will be restricted for low and very low income residents.

The approved Agreement provides for financial considerations for the project including:

- Reserving affordable/housing financial assistance for the Agency not to exceed $6,500,000, conditioned upon the project securing additional financing necessary for the project's completion.
- Reserving a deferred payment (residual receipts) loan from the City's HOME funds, not to exceed $1,000,000.
- Seeking to issue Multi-family Housing Revenue Bonds not to exceed $2,000,000.

DISCUSSION

The proposed resolution (see Attachment A) is necessary to insure a public hearing is held prior to considering the resolution and the issuance on the bonds in compliance with federal law. Rancho Belago Developers Inc. and its development subsidiary MV Hemlock LP will pursue the issuance of up to $20 million in bonds through the California Statewide Communities Development Authority. The bond funding in the amount not to exceed $20 million will be utilized to help with acquisition, construction and development of the 77-unit Hemlock Family Apartments project. The developer – MV Hemlock LP shall be solely responsible for the repayment of the Housing Revenue Bonds, through the California Statewide Communities Development Authority.

Issuing the bonds will achieve several positive results for the Agency, without it being responsible for repayment. The obligation to repay the bonds and provide the required security will be solely that of the developer - MV Hemlock Limited Partnership, not the Agency. The actual bonds will be issued at a later date upon the developer's securing all of its financing and entitlements.

Affordable Housing Goals
State law (Health and Safety Code Section 33413) requires that the Agency ensure that a portion of the housing developed and rehabilitated in the redevelopment area is available with affordable housing opportunities to low and moderate income households. The Hemlock Family Apartments Project would provide 77-units of affordable housing with covenants for 55 years. Because the project is situated within the redevelopment area, the Agency would get full credit for the affordable housing units created. Thus, 77-units would be credited toward the Agency's State-mandated affordable housing requirements. The project and its apartment units would also be applied toward the Agency's goal to assist in the development of affordable housing units identified in the adopted RDA Implementation.

ALTERNATIVES

1. Hold the public hearing and adopt Resolution 2011-32 to allow **the issuance of bonds by the California Statewide Communities Development Authority for the**

Hemlock Family Apartments. *Staff recommends this alternative because it will assist in the viability of the project and the development of additional affordable housing opportunities.*

2. Decline to hold the public hearing and adopt Resolution 2011-32. *Staff does not recommend this alternative because not to holding the public hearing and adopt the resolution could prevent this affordable project from happening.*

FISCAL IMPACT

Approval of **Attachment A** will allow the issuance of Multi-family Housing Revenue Bonds in an amount not to exceed $20 million. This action will have no impact on the financial viability of the Agency. The obligation to repay the bonds and provide the required security will be that of MV Hemlock Limited Partnership not the Agency. The issuance of the bonds and the contemplated financial assistance to this project has no impact on the City's General Fund.

SUMMARY

The Board of Directors of the Agency previously approved agreements with commitments funding resolutions to provide financial assistance conditioned upon the Hemlock Family Apartment Project securing additional financing necessary for the project's completion. This public hearing and resolution are necessary to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended for issuance of tax-exempt multi-family housing bonds.

NOTIFICATION

Notice of a public hearing with respect to the proposed issuance of the Bonds was published in a newspaper of general circulation in the City on March 27, 2011.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-32

_____
Department Head Approval
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00102059

RESOLUTION NO. 2011-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE HEMLOCK FAMILY APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Moreno Valley (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, MV Hemlock, L.P., a limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $20,000,000 in outstanding aggregate principal amount, to finance the acquisition, construction and development of a 77-unit multifamily rental housing project located at Hemlock Avenue, west of Perris Blvd (APN# 481-322-045), Moreno Valley, California, generally known as Hemlock Family Apartments (the "Project") and operated by AWI Management Corp.; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on April 12, 2011, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00102065

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: April 12, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City

Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Pozgaj Frank & Maria Family Trust (APN 486-240-009) and Ridge Moreno Valley (APNs 297-170-005 and 297-170-066), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program. Additionally, Pozgaj Frank & Maria Family Trust was conditioned to help support the CSD median program specific to this project, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on April 12, 2011 and the Public Hearing on April 26, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APN 486-240-009 was estimated based on the proposed fully improved Alessandro Blvd. and Moreno Beach Dr. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APN 486-240-009 shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for 1) Pozgaj Frank & Maria Family Trust for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charge for CSD Zone M and 2) Ridge Moreno Valley for approval of approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceedings for 1) Pozgaj Frank & Maria Family Trust for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charge for CSD Zone M and 2) Ridge Moreno Valley for approval of approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Pozgaj Frank & Maria Family Trust APN 486-240-009 (and any division thereof)	$205 per parcel	$9,830.39
Ridge Moreno Valley APN 297-170-005 (and any division thereof) APN 297-170-066 (and any division thereof)	 $205 per parcel $205 per parcel	 N/A N/A

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds

collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. Pozgaj Frank & Maria Family Trust is being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust and Ridge Moreno Valley.

NOTIFICATION

On February 28, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballot(s), and postage-paid envelopes for returning the ballot(s) to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the April 12, 2011, Public Meeting and April 26, 2011, Public Hearing was published in The Press-Enterprise on March 24, 2011. Additionally, the Public Hearing notification was published on April 7 and will be published again on April 14, 2011.

ATTACHMENTS

Attachment 1: Pozgaj Frank & Maria Family Trust mail ballot packet
Attachment 2: Ridge Moreno Valley mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00102071

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Pozgaj Frank & Maria Family Trust
10 Collegiate Cir
Rancho Mirage, CA 92270

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 486-240-009

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 486-240-009 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 486-240-009 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M parcel charge for FY 2010/11 for the proposed Alessandro Blvd. median is $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 486-240-009 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 26, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 486-240-009

Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APN 486-240-009 (and any division thereof), **I approve** the annual CSD Zone M charge for FY 2010/11 for the proposed Alessandro Blvd. median of $3,089.55 and $6,740.84 for the proposed Moreno Beach Dr. median. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. and/or Moreno Beach Dr. medians occur. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 486-240-009, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
486-240-009 (and any division thereof)	☐	☐	$9,830.39

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 486-240-009

National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APN 486-240-009, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 486-240-009, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
486-240-009 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

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MV00102077

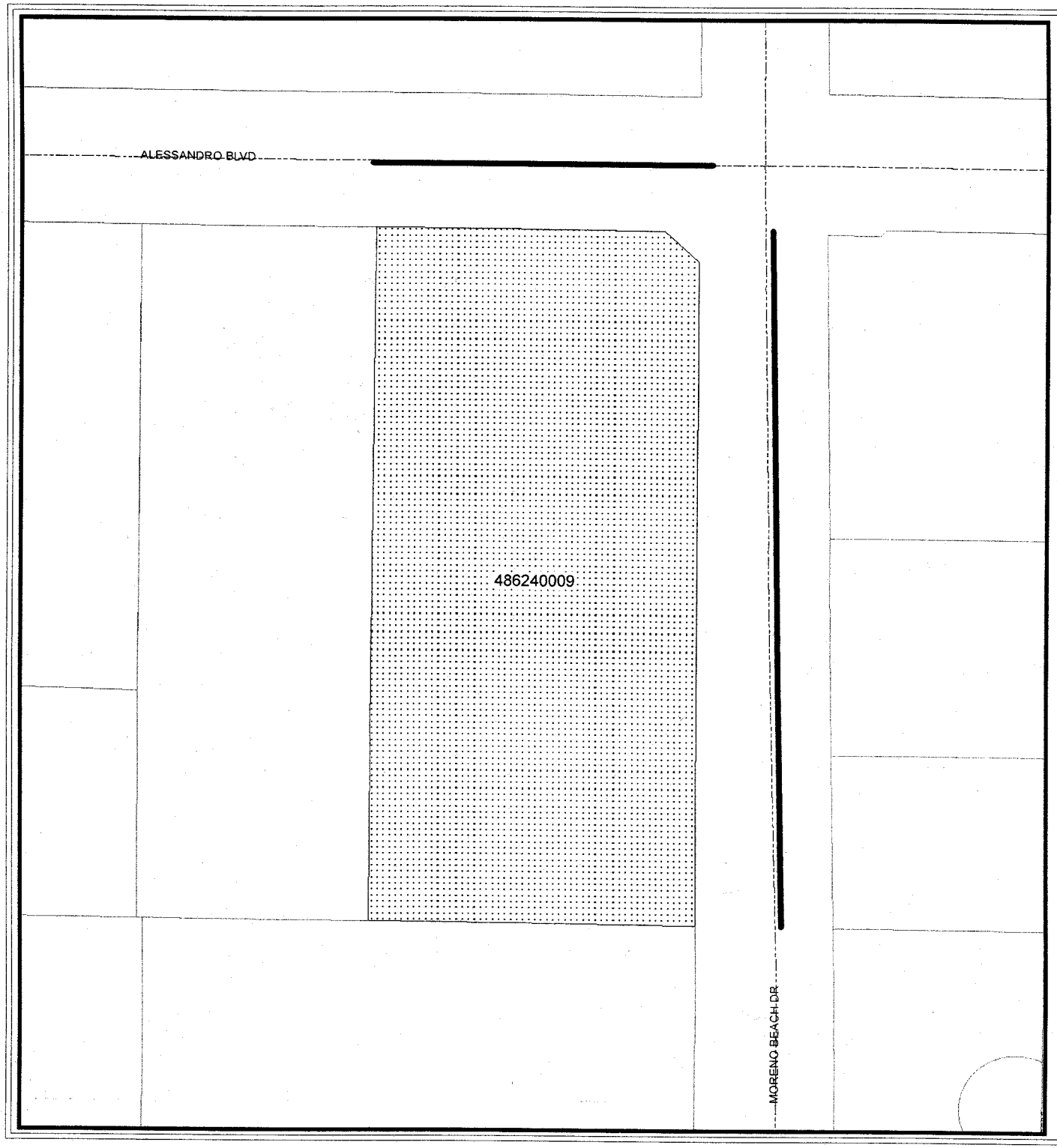

TPM 36262
APN 486-240-009

APN

- 486240009
- Roads
- Parcels
- City Boundary
- Future Median
- Landscaped Areas

Map reflects all changes indicated on Riverside County Assessor Maps as of February 22, 2011.

N

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00102079

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Ridge Moreno Valley
Attn: Dennis Rice
201 Covina Ave, Suite 8
Long Beach, CA 90803

February 28, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNS 297-170-005 AND 297-170-066

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 297-170-005 and 297-170-066 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

ATTACHMENT 2

Proposed Charge

For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 297-170-005 and 297-170-066 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 26, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval.

For More Information

If you have any questions about the proposed program, the annual charge, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

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4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 26, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

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A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for
Assessor Parcel Numbers (APNs) 297-170-005 and 297-170-066

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 297-170-005 and 297-170-066, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 297-170-005 and 297-170-066, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
APN 297-170-005 (and any division thereof)	☐	☐	$205 per parcel
APN 297-170-066 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 26, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month** **$2.67**	**Per Year** **$32.00**	**PROPOSED PARCEL RATE**	**Per Month** **$12.58**	**Per Year** **$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

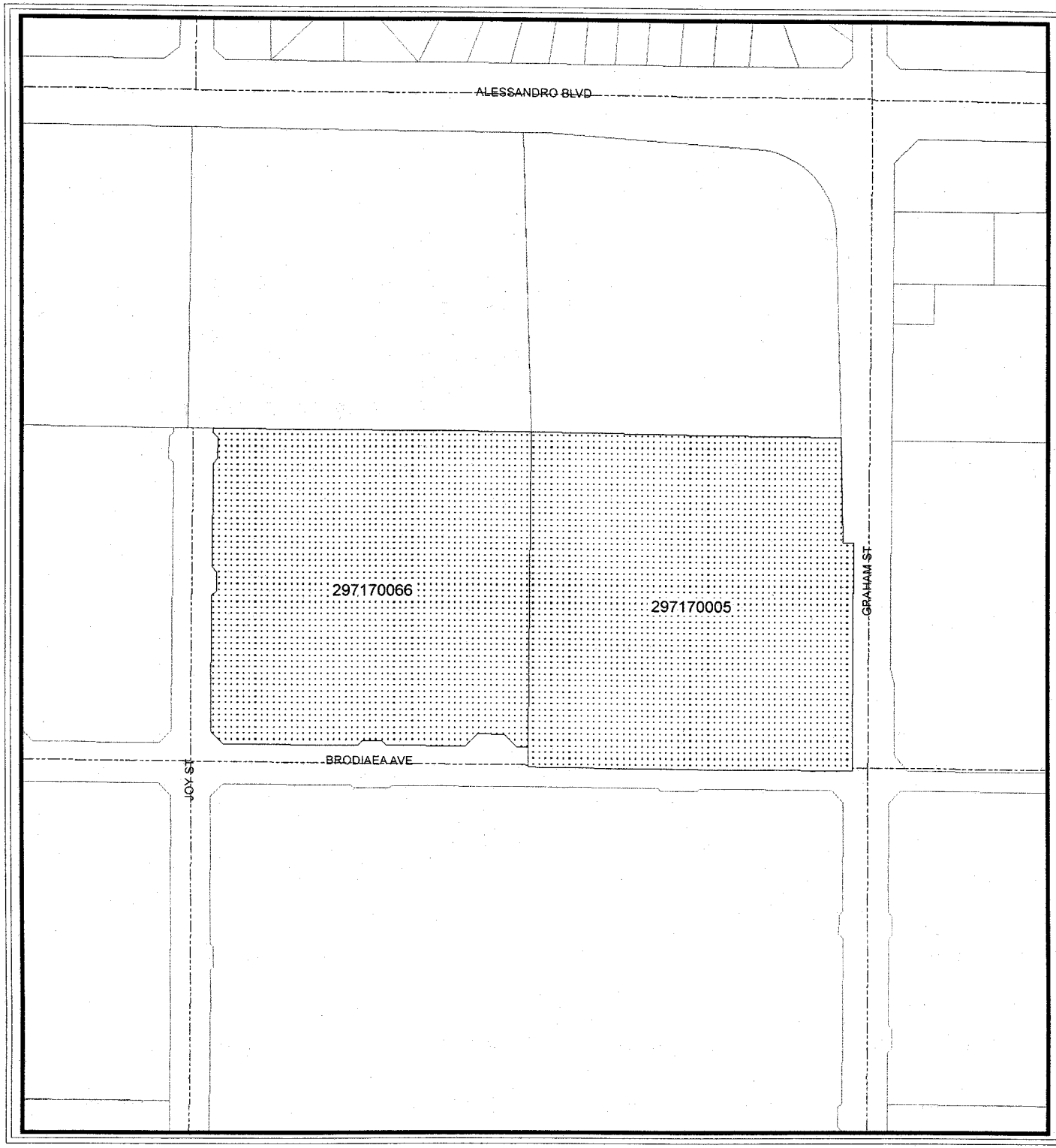

Ridge Moreno Valley APNs 297-170-005 and 297-170-066

APN

- 297170005
- 297170066
- Roads
- Parcels
- City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of February 23, 2011.

N

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Henry Garcia, City Manager

AGENDA DATE: April 12, 2011

TITLE: APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCAL YEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

BACKGROUND

The City of Moreno Valley continues to reel from the impacts of the Great Recession, the worst economic crisis since the Great Depression 80 years ago. City operations rely on revenues that are generated through economic stability, activity, and, ideally, growth. During the recession, the City's General Fund revenue base declined from a high of $97.8 million budgeted in FY 07/08 to a low of $68.0 million in FY 10/11, representing a reduction of $29.8 million or 30.4% in just three years.

City staff is projecting an ongoing expenditure budget of approximately $84 million for FY 11/12, while revenues are projected to grow from the current low point of $68 million to $70 million in the General Fund. While we initially started our deficit elimination process with a working projection of a $15.4 million structural deficit in the General Fund, this $2 million growth in revenue reduces the structural deficit to $14 million. The City is seeing the effects of the end of the recession in the form of stable and slightly

growing revenues. This stabilization of the City's revenue base now provides an opportunity to focus on aligning the City's General Fund expenditures to the stable, albeit lower, revenue base.

DISCUSSION

The economic recovery has begun, but it is the consensus of regional and national economists that the recovery will be slow and gradual. The Deficit Elimination Plan (DEP) presented focuses primarily on bringing the City's budget into balance by reducing expenditures, since this is the area where the City Council has the greatest control. However, I believe it is important to maintain an aggressive focus on increasing the City's revenue base from every angle possible to minimize reductions in programs and services. With a stronger revenue base, as the recovery begins to pick up steam within the next few years, the City will be able to restore and enhance valuable services.

The City's Executive Management Team has devoted significant effort to identify every possible cost reduction. The City's expenditure budget just three years ago was at a peak of $97.8 million. Since FY 2007/08, General Fund budgeted expenses have been reduced by $14 million, including the elimination of 70 positions in the General Fund representing 25% of the work force (a total of 124 positions have been eliminated overall). We need to continue reductions at this same rate, lowering expenditures by another $14 million over the next three years. The proposed DEP eliminates a total of 46 positions (32 are General Fund supported), of which 41 are filled. The choices that the City Council will be presented in this Deficit Elimination Plan will be very difficult to make, as many of the proposed cuts and reductions included in the Deficit Elimination Plan will impact programs and service levels. Unfortunately, there are few alternatives to reducing $14 million in expenditures without impacting important services. Our challenge is to maintain core services with an emphasis on retaining as much public safety services as financially possible.

The net result of the Deficit Elimination Plan is to bring the revenues and expenses nearly into balance by the third year of the plan. The most critical aspects are the reductions in the first two years. These make very significant progress in bringing expenditures in line with the stable revenue base. I look forward to engaging the City Council in the discussion, review and identification of possible options and alternatives the Council may have, with an emphasis on meeting the budget reduction goals within the timeframe of the plan. I am recommending that the City Council approve the plan as a framework for balancing the budget over a three fiscal year period, and direct staff to include the first two years of the plan into a two-year proposed budget for the City for Fiscal Years 11/12 and 12/13. The third year of the plan comes just short of reaching the final cuts necessary to get the budget into balance, based on today's estimates. I propose that these reductions be reviewed and discussed as options, and be revisited in 12 months. At that time staff will have better information on the strength of the economic recovery and the actual extent of further expenditure reductions that may be needed to complete the budget balancing challenge.

Staff from the City Manager's Office and the Financial and Administrative Services Department has met with each Council Member on two separate occasions to review the details of the proposed Deficit Elimination Plan. The deficit reduction options for the Fire and Police Departments were reviewed by the Public Safety Subcommittee at their March 23 meeting, and the Council's Finance Subcommittee reviewed the proposal at their March 23 meeting. Three City employee meetings were held on March 17 to discuss the City's fiscal situation and the Deficit Elimination Plan, and a public information meeting was conducted on March 23 to provide information to the City's residents as well as gather public input on the proposed budget reductions. A special City Council Study Session was held on March 29 specifically to discuss the Deficit Elimination Plan and follow up meetings with each Council Member were scheduled to provide staff with additional expenditure reduction and revenue enhancement ideas. These ideas, as well as any requested follow up information regarding the proposed deficit reduction options, will be discussed at the April 12 Council meeting.

ALTERNATIVES

Staff recommends that the City Council approve the Proposed Three-Year Deficit Elimination Plan with the following alternatives:

1. Approve the proposed Three-Year Deficit Elimination Plan, with any Council directed modifications, and direct staff to incorporate the first two years of the plan into a two-year budget for Fiscal Years 2011/12 and 2012/13 to be presented to Council for review and approval prior to June 15, 2011.

2. Provide staff direction to pursue a different approach to eliminating the City's ongoing structural budget deficit.

FISCAL IMPACT

Based on the current status of the General Fund "fund balance" and the cost pressures of rising CalPERS and Public Safety contract cost increases, it is imperative that the City Council and City Staff address the current $14 million structural deficit in a timely manner. Not addressing the deficit within the framework presented will result in fund balance reaching an extremely low level after two years and will likely result in a "going concern" comment by the auditors, raising the concern of the City's fiscal insolvency.

In consideration of these facts, staff has presented the deficit elimination framework with potential reductions to virtually eliminate the deficit in a three year period. Staff strongly encourages City Council to adopt a plan that reduces expenses within the structure of this framework to balance the City's budget within a three year period.

In addition, with the stabilization of revenues, staff is recommending adopting the first two years of the plan in the form of a two year budget. This will allow staff and the Council to focus on implementing the approved reductions. Staff will return with updated

revenue projections on a quarterly basis. Any increases in revenues above a 3% level will allow the City to reduce some of the reductions in the third year of the plan.

CITY COUNCIL GOALS

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

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

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

SUMMARY

The goal of this plan is to eliminate the structural deficit over the next three years, focusing on aligning ongoing expenses with the projected revenue stream. Using the proposed combination of significantly reduced expenditures with the strategic use of available reserves, staff believes the implementation of the Three-Year Deficit Elimination Plan will result in a balanced budget by June 2014. Upon receiving City Council approval, staff will apply the approved budget reductions identified in the first two years of the plan to the proposed two-year base budget covering Fiscal Years 11/12 and 12/13. Council approval of the Three-Year Deficit Elimination Plan will mitigate the need to revisit and recreate a new deficit reduction plan every year. Reductions identified in year three of the plan will be revisited in 12 months when we have further information on the strength of the economic recovery. To that end, the City Council, City Manager's Office, Community and Economic Development Department, Public Works Department, and related staff are focusing tremendous effort to achieve significant economic development and job creation within our City. Making Moreno Valley the place to do business is our objective and the catalyst to full economic recovery for our community.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Three Year Deficit Elimination Plan

Prepared By:
Richard Teichert
Financial and Administrative Services Director

Department Head Approval:
Henry Garcia
City Manager

Concurred By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00102091

City of Moreno Valley

Exhibit A

DEFICIT ELIMINATION PLAN

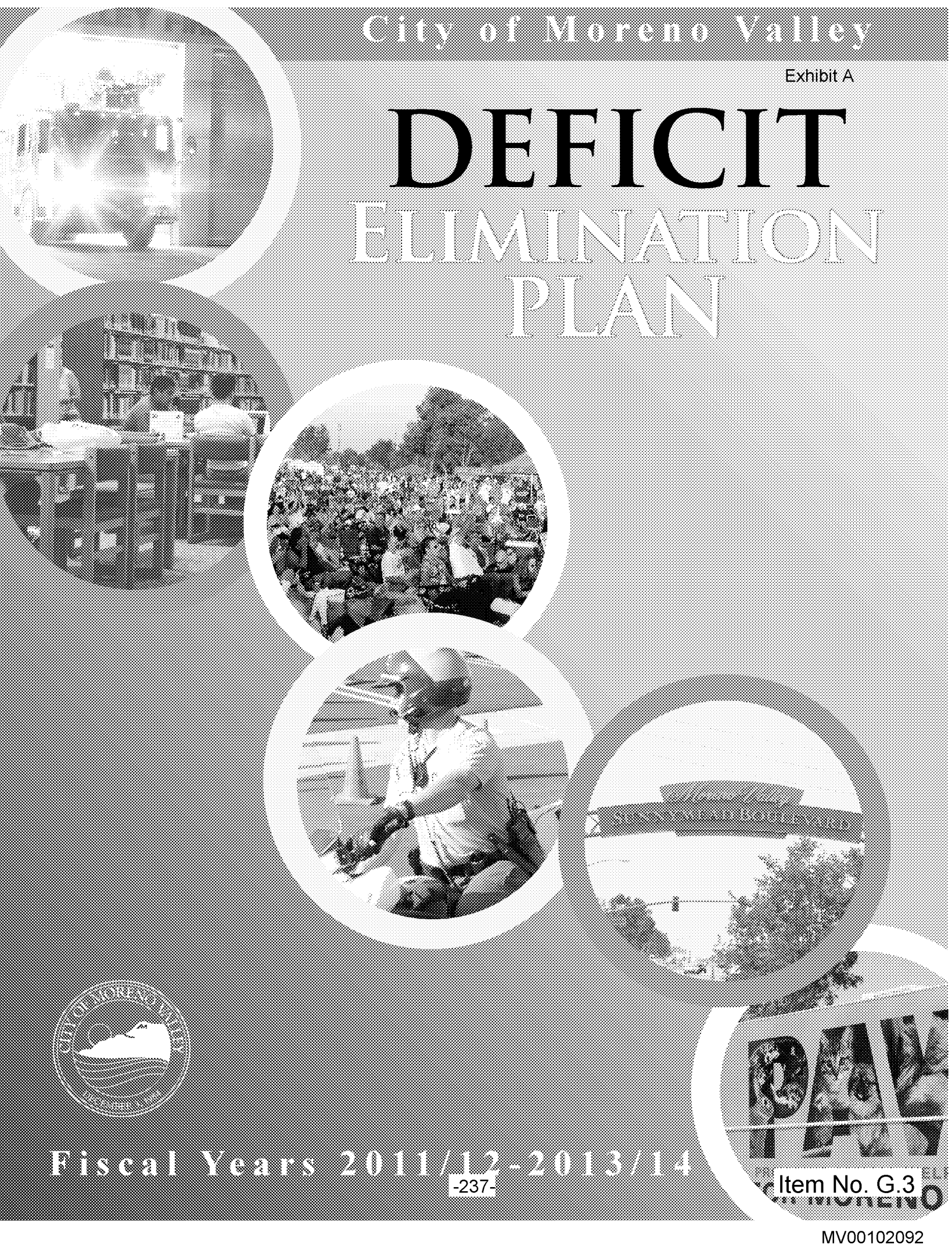

Fiscal Years 2011/12-2013/14

Item No. G.3

MV00102092

City of Moreno Valley

DEFICIT ELIMINATION PLAN

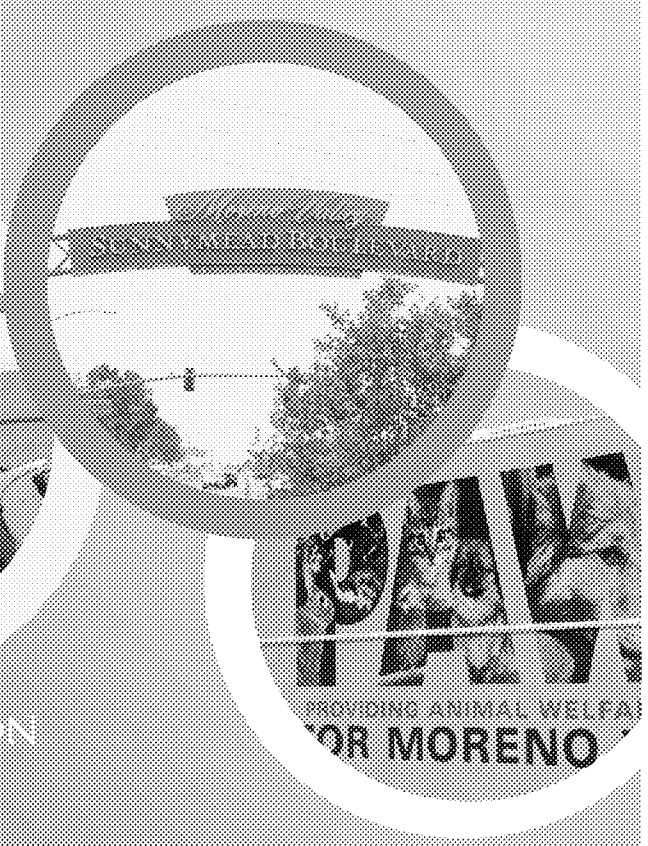

Fiscal Year
2011/12-
2013/14

CITY COUNCIL
Richard A. Stewart
Mayor

Jesse L. Molina
Mayor Pro Tem

William H. Batey II
Council Member

Marcelo Co
Council Member

Robin N. Hastings
Council Member

ADMINISTRATION
Henry Garcia
City Manager

Richard Teichert
Financial & Administrative
Services Director

Prepared by the
Financial &
Administrative Services
Department

14177 Frederick Street
Moreno Valley, CA
92552-0805
951.413.3088

Item No. G.3

To: Honorable Mayor, Members of the City Council and Citizens of Moreno Valley

Message from the City Manager

The City of Moreno Valley continues to reel from the impacts of the Great Recession, the worst economic crisis since the Great Depression 80 years ago. City operations rely on revenues that are generated through economic stability, activity, and, ideally, growth. During the recession, the City's General Fund revenue base declined from a high of $97.8 million budgeted in FY 07/08 to a low of $68.0 million in FY 10-11, representing a reduction of $29.8 million or 30.4% in just three years.

The encouraging news is that the recession has been declared over, having experienced several quarters of positive economic growth. The City is seeing the effects of the end of the recession in the form of stable and slightly growing revenues. This stabilization of the City's revenue base now provides an opportunity to focus on aligning the City's General Fund expenditures to the stable, albeit lower, revenue base.

City staff is projecting an ongoing expenditure budget of approximately $84 million for FY 11-12, while revenues are projected to grow from the current low point of $68 million to $70 million in the General Fund. While we initially started our deficit elimination process with a working projection of a $15.4 million structural deficit in the General Fund, this $2 million growth in revenue reduces the structural deficit to $14 million.

The economic recovery has begun, but it is the consensus of regional and national economists that the recovery will be slow and gradual. The Deficit Elimination Plan (DEP) presented focuses primarily on bringing the City's budget into balance by reducing expenditures, since this is the area where the City Council has the greatest control. However, I believe it is important to maintain an aggressive focus on increasing the City's revenue base from every angle possible to minimize reductions in programs and services. With a stronger revenue base, as the recovery begins to pick up steam within the next few years the City will be able to restore and enhance valuable services.

The City's Executive Management Team has devoted significant effort to identify every possible cost reduction. The City's expenditure budget just three years ago was at a peak of $97.8 million. Since FY 2007-08, General Fund budgeted expenses have been reduced by $14 million, including the elimination of 70 positions in the General Fund representing 25% of the work force (a total of 124 positions have been eliminated overall). We need to continue reductions at this same rate, lowering expenditures by

another $14 million over the next three years. The proposed DEP eliminates a total of 46 positions (32 are General Fund supported), of which 41 are filled. The choices that the City Council will be presented in this Deficit Elimination Plan will be very difficult to make, as many of the proposed cuts and reductions included in the Deficit Elimination Plan will impact programs and service levels. Unfortunately, there are few alternatives to reducing $14 million in expenditures without impacting important services. Our challenge is to maintain core services with an emphasis on retaining as much public safety services as financially possible.

The net result of the Deficit Elimination Plan is to bring the revenues and expenses nearly into balance by the third year of the plan. The most critical aspects are the reductions in the first two years. These make very significant progress in bringing expenditures in line with the stable revenue base. I look forward to engaging the City Council in the discussion, review and identification of possible options and alternatives the Council may have, with an emphasis on meeting the budget reduction goals within the timeframe of the plan. I am recommending that the City Council approve the plan as a framework for balancing the budget over a three fiscal year period, and direct staff to include the first two years of the plan into a two-year proposed budget for the City for Fiscal Years 11-12 and 12-13. The third year of the plan comes just short of reaching the final cuts necessary to get the budget into balance, based on today's estimates. I propose that these reductions be reviewed and discussed as options, and be revisited in 12 months. At that time staff will have better information on the strength of the economic recovery and the actual extent of further expenditure reductions that may be needed to complete the budget balancing challenge.

The rest of this document includes pertinent information from the Financial and Administrative Services Director, including a summary of the recessionary impacts to the City's General Fund Budget and the cost pressures that will continue to challenge the City well into the future. The final section of this plan will present summary information of staff's proposals that constitute the Deficit Elimination Plan, which is primarily focused on expenditure and program reductions but also includes several revenue increase proposals.

I thank the City's Executive Management Team and dedicated staff for working very diligently toward meeting the reduction goals. I look forward to discussing these options with the Council to set the vision and future for the City, which will include a strong focus on new revenue generation in addition to the expenditure reductions presented here.

Henry T. Garcia
City Manager

Message from the Financial and Administrative Services Director

Background on the General Fund Deficit

Simply put, the $14 million General Fund deficit is the result of a significant shortfall in revenues. The last time that the City's expenditure budget was in balance with the revenue budget was in FY 07/08. City revenues began a rapid decline over the following three years, resulting in operating deficits that were addressed with aggressive cost cutting, the return of General Fund subsidies previously made to other funds, and the use of reserves. Even after reducing expenditures by nearly 30% over the past three years, including a 25% reduction in the City's work force, our projected revenue of $70 million falls far short of the $84 million General Fund expenditure budget.

While the good news is that revenues have essentially "bottomed out" and are in fact rebounding, the revenues are not projected to improve anywhere near the pace required to meet our current spending levels. The City cannot continue to operate long term with what is in fact a structural deficit in the General Fund. Prior years' Deficit Reduction Plans have assisted in reducing expenditures while maintaining minimal impacts to services and programs to our residents. Staff is now presenting a 3-year Deficit Elimination Plan which we believe will ultimately cure the structural deficit, but only after significant, hopefully temporary, reductions in service levels which unfortunately will impact our community.

Key Long Term Cost Pressures

There are several key areas that need to be noted because they result in significant ongoing cost increases and budget liabilities, regardless of an economic recovery in the City. These include the following:

- Funding the retirement system;
- Unfunded liability for Retiree Medical benefits;
- Unfunded liability for compensated absences (vacation and paid leave time);
- Annual increases in public safety services contracts without corresponding service level increases;
- Bond Rating Agency monitoring of the City's financial condition;
- Declining fund balances in the General Fund;
- Increased demands on the General Fund to support additional services, such as subsidizing streetlighting costs;
- Slow growth in the City's major revenue sources

The existence of these key factors in the City's immediate future create the pressure to quickly and decisively deal with the current General Fund structural deficit. When the City successfully closes the budget gap over the proposed three year period, it will be in a stronger position to address and manage the key impact areas addressed in this section of the report. If the structural deficit is not adequately addressed per the proposed Deficit Elimination Plan, the factors summarized below will erode the City's financial position, require deeper reductions, and make it difficult if not impossible to take advantage of anticipated development opportunities in the near future.

Funding the Retirement System

The City has seen a rapid increase in the PERS retirement accrued liability from $28 million in 2002 to $109 million in 2009, a 283% increase in a seven-year period. The value of the assets funding the retirement liability has grown at a slower rate, increasing to $78 million or 155% over the same seven year period. The result is a decrease in the Funded Ratio from 106% funded in 2002 to just 71% funded in 2009.

This rapid increase in the retirement liability was fueled by increases in staffing and normal increases in pay rates. The retirement liability also increased in FY 2006/07 when the benefit formula was revised from 2% at 55 to 2.7% at 55. The liability took another large jump in June 2009 reflecting significant changes in PERS actuarial assumptions and the first early retirement ("golden handshake") impact. There will be an increase in the 2010 accrued liability due to the second early retirement incentive offered in December 2009.

Table of PERS Retirement Actuarial Data for the City of Moreno Valley

Valuation Date		Accrued Liability	Actuarial Value of Assets (AVA)	Unfunded Liability AVA	Funded Ratio AVA	Funded Ratio MVA	Annual Covered Payroll
6/30/2002		28,597,500	30,564,460	(1,966,960)	106.9%	N/A	14,313,573
6/30/2003		35,236,196	32,434,425	2,801,771	92.0%	83.7%	16,033,586
6/30/2004		41,276,067	36,098,898	5,177,169	87.5%	86.0%	17,552,133
6/30/2005		52,487,232	41,214,897	11,272,335	78.5%	80.4%	19,082,187
6/30/2006		61,187,066	47,837,803	13,349,263	78.2%	82.1%	22,018,967
6/30/2007	*	75,316,003	58,733,315	16,582,688	78.0%	88.2%	26,023,541
6/30/2008		90,939,749	69,197,682	21,742,067	76.1%	75.6%	30,739,388
6/30/2009	**	109,758,482	78,175,287	31,583,195	71.2%	52.0%	26,384,952

* Increased benefit to 2.7% at 55 in September 2006

** Includes impact of first Early Retirement Offering and PERS demographic assumption changes

The growth in assets funding the liability has not met the same growth rate. This has been impacted by a large market loss experience by the PERS investment portfolio during FY 2008-09. The large loss caused the Market Value of the City's retirement assets to plunge to $57 million, reflecting a 52% funded ratio based on market value.
The impact of the increased accrued retirement liability and the large investment loss has created an environment in which the City's employer contribution rate will increase about 2-3% annually for the next several years. PERS revised their actuarial methodology in response to the large investment loss to amortize the loss over a 30-year period. This minimized the increase to PERS agencies in the near term, but will lock in contribution rate increases for a number of years to recover the impact of the investment loss.

The employer rate has been fairly steady at a rate around 15% of payroll for the last several years. The rate for FY 2011-12 will now jump to over 19% and will increase by about 2-3% for the next several years. This will add an estimated $300,000 to $400,000 cost annually to the City's General Fund. Below is a table reflecting recent PERS rates for the City.

Fiscal Year	Employer Normal Cost	Unfunded Rate	Total Employer Contribution Rate
FY 2007-08	10.80%	4.27%	15.07%
FY 2008-09	10.83%	4.07%	14.90%
FY 2009-10	10.85%	4.12%	14.97%
FY 2010-11	10.95%	4.56%	15.51%
FY 2011-12	11.11%	8.24%	19.34%

Unfunded Liability for Retiree Medical Benefits
The City initiated a City-funded Retiree Medical Benefit in January 2001 for all employees that qualified for the benefit. This action was implemented at a time when City revenues were growing significantly; however, this action created an immediate unfunded liability. The City commissioned an actuarial study in January 2010 that identified an unfunded liability for this benefit of $13.6 million, an increase of over $3 million since June 2008. The City has contributed $4.2 million to a trust established in 2009 which is administered by CalPERS. This leaves a remaining actuarial unfunded liability of $9.4 million for retiree medical benefits. The report also identified an Annual Required Contribution (ARC) of $1.6 million to fund both the cost of current retirees and amortization of the unfunded liability.

The pay-as-you-go portion of the ARC is continually increasing as additional employees retire. As a short-term measure, staff is proposing to suspend payments into the trust for a three-year period for the amortization of the unfunded liability (the City will still continue to support the "pay-as-you-go" cost each year). This will save approximately $450,000 annually to the General Fund. However, as the actuarial reports are updated every two years, the ARC will increase and the future burden on the General Fund will be greater, hopefully this will not occur until such time when revenues have grown to fund this benefit.

Unfunded Liability for Compensated Absences
Unfunded liability for accrued compensated absences as of June 30, 2010 is $4.1 million. By not funding at least a portion of this liability, the budget is exposed to paying out large lump sum payments as employees leave the employment of the City. Staff is recommending funding the current portion of this liability to strengthen the City's balance sheet and provide funding for unanticipated payouts as employees leave employment with the City. The current portion of this liability, or the amount that represents the value of leave accrued and expected to be used during the next 12 month period is $1.9 million. Funding of this obligation can begin when the City's revenues begin to grow above 3% per year. A "Third Tier" benefit plan would address future unfunded accrual liabilities by decreasing the amount of leave new employees may accrue. "Third Tier" benefit plan proposals are subject to the meet and confer process.

Proposed "Third Tier" Benefit Plan as Recommended in the Deficit Elimination Plan
To address and assist in controlling the funding status of these large unfunded liabilities of the City, staff is recommending that a "third tier" of staff benefits be discussed as part of the meet and confer process. Key elements of the existing benefit plan that could be discussed in negotiations with the employee associations would include changing the following benefits for future employees: reducing the 2.7% at 55 retirement benefit, reducing or eliminating the retiree medical benefit, lowering the leave accrual rate and capping the accrual maximum limit.

Annual Increases in Public Safety Services Contracts (Without Corresponding Service Level Increases)
Past practice has been to budget a five percent increase each Fiscal Year to cover anticipated increases in the contract rate for the Riverside County Sheriffs Department. This primarily covered negotiated personnel cost increases, as well as other direct and administrative cost increases to provide police services to our community. A five percent increase in the contract rate increases the City's General Fund expenses by approximately $1.5 million annually with no corresponding increase in service levels.

Similarly, the City also budgets for expected cost increases to the fire services contract provided by the CalFire through Riverside County. These costs typically represent annual increases of $200,000 to $400,000.

These built-in major cost increases to the public safety contract rates are outside of the City's control and are virtually "automatic" expense increases, regardless of the available revenue to pay these increases. This contract structure, along with the expected CalPERS pension cost increases, will consume the first $2 million, or 3%, in revenue growth each year for the foreseeable future. In times of no revenue growth, the contract structure forces service level reductions or major cuts to other General Fund expenditures.

Bond Rating Agency Monitoring of the City's Financial Position (Downgrade likely if the Deficit is not eliminated)

Moody's and Standard and Poors regularly monitor the City's financial stability and provide the results of their review to the public in the form of a financial rating. Staff has worked with the analysts of both agencies to communicate the City's current financial condition to preserve a high bond rating. Maintenance of the current rating has largely been based upon past significant fund balances and a commitment to implement a 3-Year Deficit Elimination Plan to discontinue the use of reserves to balance the General Fund. Based on staff's explanation of the City's approach to balance its budget over a three-year period, Moody's maintained its rating of A2 for the City in November 2010. It remains imperative that the City deliver on this commitment to balance the General Fund budget to maintain its current strong bond rating.

Declining Fund Balances in the General Fund

The impact of deficit budgets during the past several fiscal years has significantly decreased the available fund balance or reserves in the General Fund. The table below compares the available fund balance in FY 2008-09 of $44.3 million decreasing to a projected available fund balance of $27.0 million at the end of FY 2010-11.

City of Moreno Valley
General Fund Fund Balance Summary
FY 2008-09 through FY 2010-11

	June 30, 2009	June 30, 2010	Projected June 30, 2011	Projected June 30, 2012	Projected June 30, 2013	Projected June 30, 2014
General Fund Fund Balance "Available"						
Purchase of RDA Series B, Tax Allocation Bonds	22,500,000	22,500,000	-			
Long Term Payable Notes from RDA	1,399,289	652,248	-			
Undesignated	-	11,076,303	27,000,651	19,100,651	15,600,651	14,800,651
Designated for capital improvement projects	12,448,058	-	-			
Designated for Development Services	2,300,000	-	-			
Additional Fund Balance returned in FY 2009-10	5,618,200	5,618,200	-			
Total General Fund Fund Balance "Available"	**44,265,547**	**39,846,751**	**27,000,651**	**19,100,651**	**15,600,651**	**14,800,651**

Staff recommends maintaining a minimum fund balance of 20% of revenues, or about 2.5 months of revenue in fund balance for working capital and cash flow purposes. Staff is proposing to use approximately $12.2 million in available undesignated fund balance as a component for the Deficit Elimination Plan. The plan earmarks $7.9 million in fund balance use the first year and $3.5 million to support the second year of the plan. From a balance of $27 million at June 30, 2011, use of $12.2 million to support the DEP will leave approximately $14.8 million in fund balance for working capital as of July 1, 2014, which is near the recommended minimum level. This is a red flag that fund balances are reaching dangerously low levels in the General Fund to support a $70 million annual operating budget.

It is imperative that staff and the City Council work together to achieve the balanced budget as outlined by the Deficit Elimination Plan to maintain the fund balance level above the $14 million amount by June 30, 2014, the final year of the plan.

Increased Demands on the General Fund to Support Additional Services (such as Subsidizing Streetlighting Costs)
There are additional pressures affecting the General Fund budget. Currently staff is planning to include the subsidy for residential streetlights in the proposed plan for FY 2011-12 in the amount of $675,000. Should this subsidy continue, it will force additional cuts to be able to absorb this expense within the City's General Fund revenue stream. In addition, a similar challenge with the Arterial Streetlight system needs to be solved, to prevent several hundred thousand dollars from impacting the General Fund. Staff cautions against this also becoming a burden on the City's General Fund when revenues are not available and will require other reductions if absorbed by the General Fund.

Slow Growth in the City's Major Revenue Sources
Staff monitors many economic reports from various financial sources. The recession officially ended in the third quarter of 2009 with positive GDP growth for that quarter and each quarter since. Economists' consensus is that the recovery from the Great Recession will be slow and gradual, particularly for cities and other government agencies. No rapid revenue recovery is projected. Staff anticipates overall revenue growth of approximately 2.5% - 3% for the General Fund, with the most rapid growth occurring in Sales Tax revenues (4% growth is projected). Property Taxes are expected to remain flat with slow growth occurring two and three years out. These revenue projections should result in an increase in the overall General Fund from $68 million in the current fiscal year to $70 million in FY 2011-12, a 2.9% growth rate.

With the positive news regarding revenue stabilization and gradual growth, the City can focus on balancing its budget. However, this slow revenue recovery shifts the focus heavily to expense reduction, management and control. This expense management focus is important for the stability of the City's financial condition. The proposed Deficit Elimination Plan makes significant cuts in the first two years of the plan, totaling $10 million in structural reductions and approximately $1 million in one-time savings. These cuts alone put the City on a strong financial footing entering into year three of the plan. The third year of the plan does not quite offer enough cuts to close the remaining anticipated deficit as it is projected today. Of the expected remaining $4 million deficit after years one and two, proposed structural expense reductions for this period total $2.7 million. Staff recommends revisiting the magnitude of the structural deficit in 12 months to determine if the third year reductions are still required or if additional reductions need to be proposed. Not addressing the final $1.3 million deficit estimated at this time is appropriate, since changes in the economy cannot be precisely predicted and expense controls may make further cuts unnecessary.

The 3-Year Deficit Elimination Plan

The goal of this plan is to eliminate the structural deficit over the next three years, focusing on aligning ongoing expenses with the projected revenue stream. Using the proposed combination of significantly reduced expenditures with the strategic use of available reserves, staff believes the implementation of the 3-Year Deficit Elimination Plan will result in a balanced budget by June 2014. Upon receiving City Council approval, staff will apply the approved budget reductions identified in the first two years of the plan to the proposed two-year base budget covering Fiscal Years 11-12 and 12-13. Council approval of the 3-Year Deficit Elimination Plan will mitigate the need to revisit and recreate a new deficit reduction plan every year. Reductions identified in year three of the plan will be revisited in 12 months when we have further information on the strength of the economic recovery. To that end, the City Council, City Manager's Office, Community and Economic Development Department, Public Works Department, and related staff are focusing tremendous effort to achieve significant economic development and job creation within our City. Making Moreno Valley <u>the</u> place to do business is our objective and the catalyst to full economic recovery for our community.

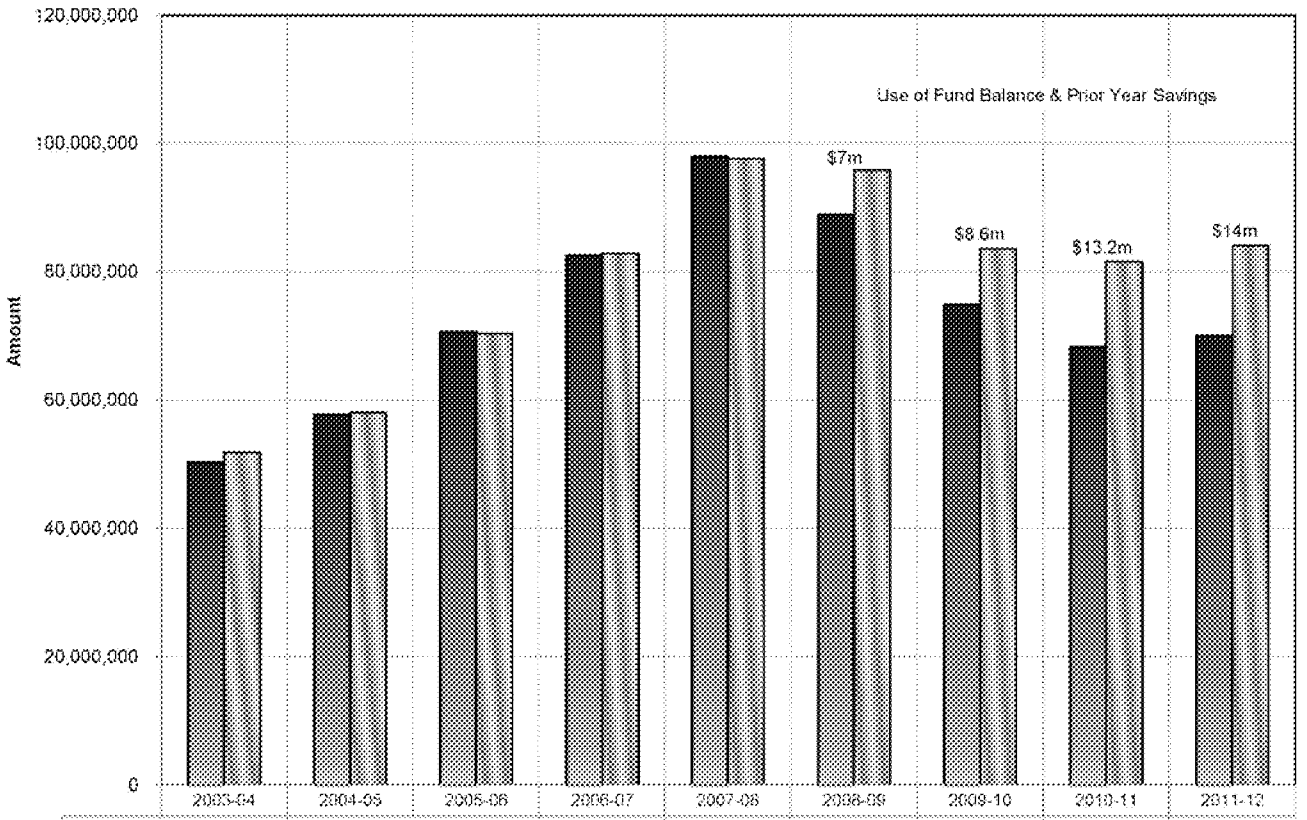

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
Revenues	50,308,322	57,649,844	70,546,364	82,454,726	97,863,162	88,788,060	74,838,348	68,233,400	70,004,260
Expense	51,791,386	58,013,020	70,302,399	82,785,053	97,574,048	95,791,817	83,496,813	81,504,500	84,026,586

Deficit Elimination Plan Summary

The 3-Year Deficit Elimination Plan identifies over $13 million in expenditure reductions. Having already reduced General Fund expenditures by $14 million over the past three years, the proposed reductions will significantly impact City services and programs, with the goal of retaining the most critical services at acceptable levels. As the City Council's top priority is public safety, prior year deficit reduction actions have focused almost exclusively on non-public safety reductions to the General Fund. Unfortunately, given the magnitude of the structural deficit, the City cannot meet the goal of the 3-Year Deficit Elimination Plan and align expenditures with revenues without making some cuts to Police and Fire.

City of Moreno Valley
General Fund Revenue & Expense Budget with Proposed Use of DROs & Fund Balance

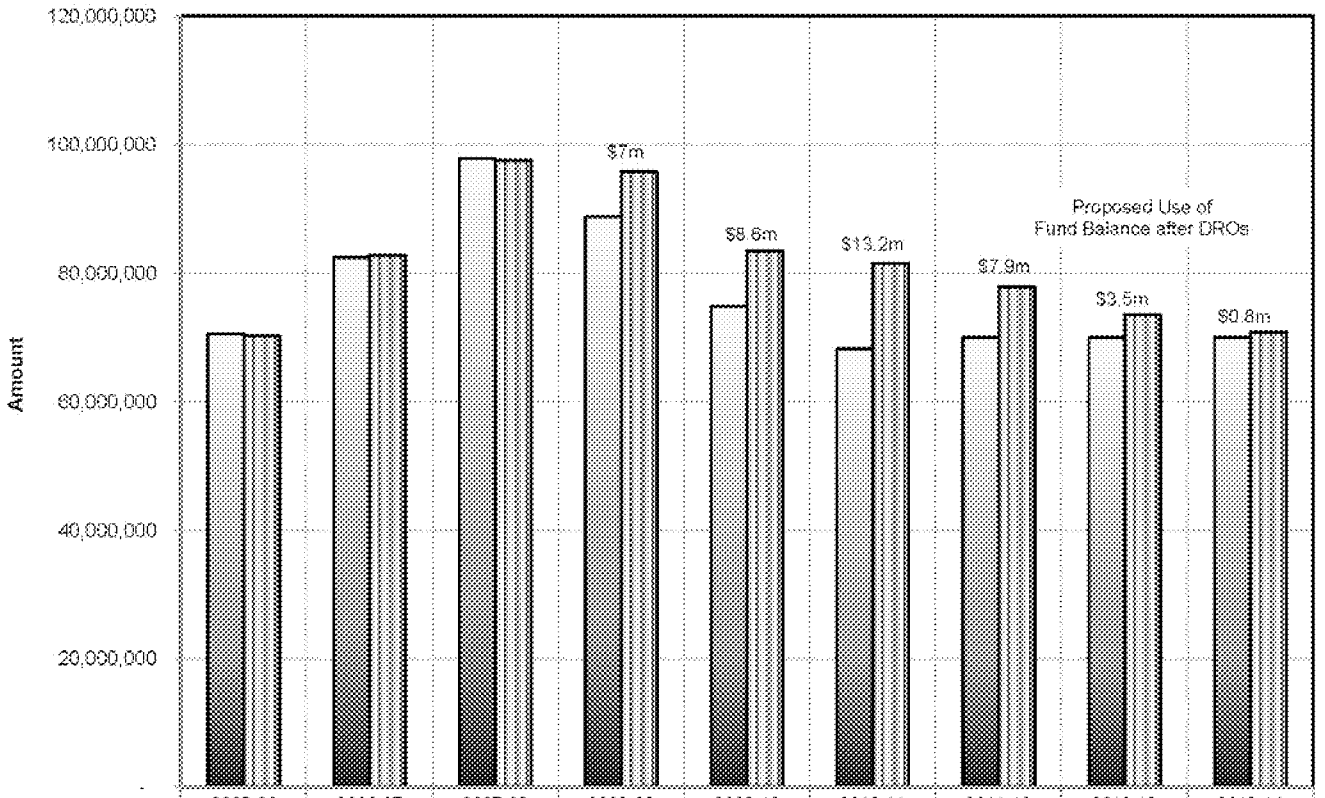

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Revenues	70,546,364	82,454,726	97,863,162	88,788,060	74,838,348	68,233,400	70,004,260	70,004,260	70,004,260
Expense	70,302,399	82,785,053	97,574,048	95,791,817	83,496,813	81,504,500	77,894,054	73,558,902	70,779,659

Expenditures from FY2011/12 - 2013/14 reflect full implementation of Proposed DROs

Each department's deficit reduction options (DROs) are included in this report; a summary of the more significant DROs for each department and their impacts includes the following:

General Fund: Non-Public Safety

A total of 32 positions, 24 career and 8 temporary, are identified for elimination in the General Fund. Three of these are vacant and 29 are currently filled and would result in layoffs. In addition, 47 positions, 12 career and 35 temporary, funded in the General Fund will be transferred to other funds. The Deficit Elimination Plan also assumes the continuation of the personnel-related cost-saving measures implemented July 1, 2009. These are subject to negotiation with the employee associations.

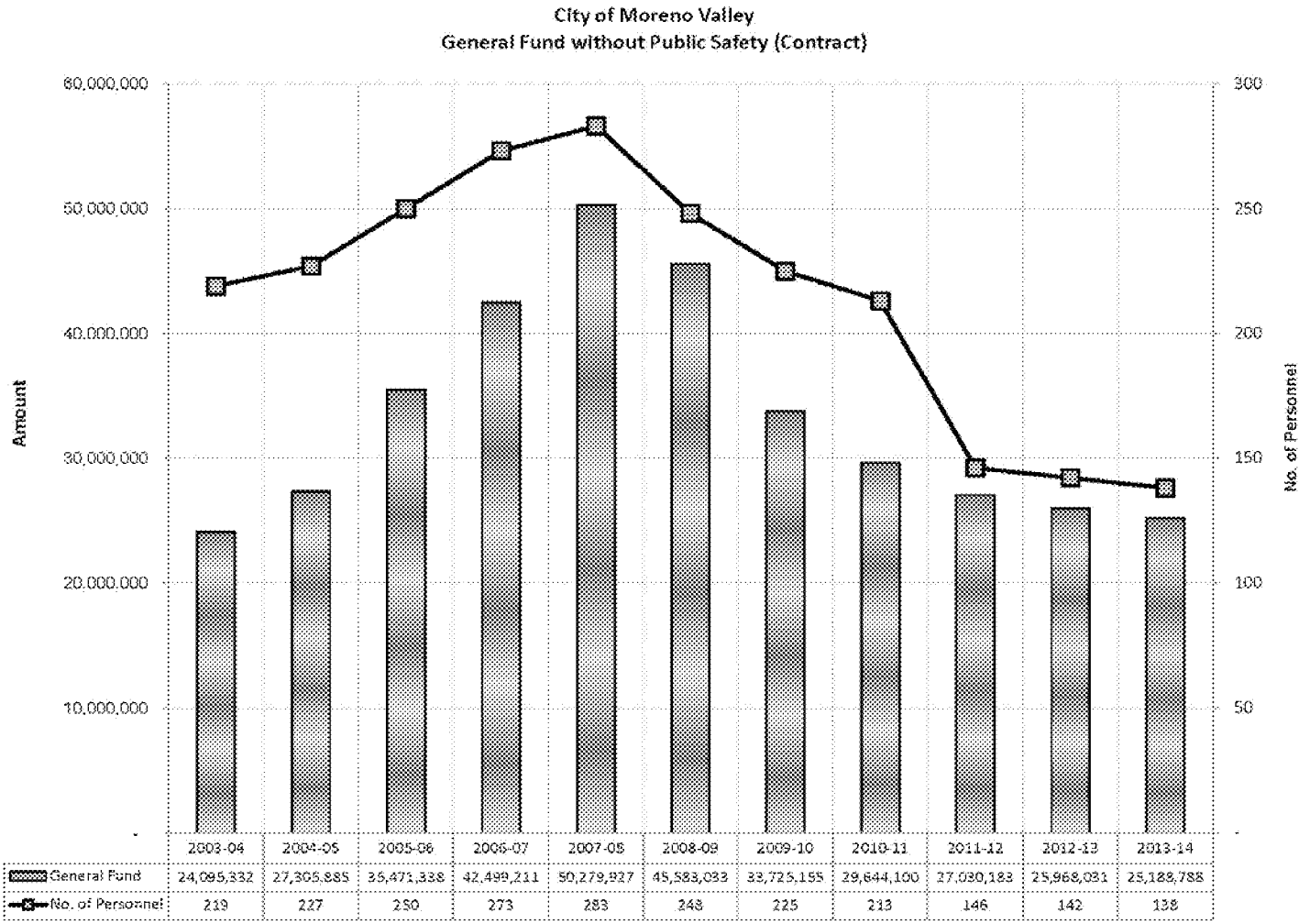

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
General Fund	24,095,332	27,305,885	35,471,338	42,499,211	50,279,927	45,583,033	33,725,155	29,644,100	27,030,183	25,968,031	25,188,788
No. of Personnel	219	227	250	273	283	248	225	213	146	142	138

Note: the 2011-12 "Number of Personnel" reflects the transfer of 37 crossing guards from the General Fund to the Gas Tax Fund.

City Clerk and Council Office ($114,973 in reductions): Implementation of the use of iPads will reduce the cost of copying agenda packets by $10,000. Staff reductions, including one temporary position in year 2 and one part-time position in year 3 will result in significant impacts to the operations of the City Clerk, including increased response times to public records requests, scanning of permanent documents will take longer, and assistance in preparing the agenda will be greatly reduced. The proposed cuts would severely impact the City Clerk's Department's ability to perform its mandated legislative functions and subsequently would impact the Council Office as staff would be needed to fill mandated duties of the City Clerk's Department.

City Manager's Office ($333,985 in reductions): Key reductions include the elimination of the Customer Service Representative position currently responsible for answering the City's main line switchboard. Service impacts to our customers will be high as calls to City Hall will be answered by the automated phone system. Other department staff will be required to answer calls that are not handled through the automated phone system, and the upstairs information area will no longer be staffed. DROs also include the elimination of the City's contract for State lobbying services. The City will need to work even more closely and directly with our current State legislators, the League of California Cities, and our regional intergovernmental agencies to communicate our legislative priorities and work together to advocate in support of or opposition to state actions that may impact the City. Staff is also proposing to transfer additional expenditures related to the operation of MVTV-3 to the non-general fund PEG (Public, Education, and Government) account. The impact of this will be the utilization of PEG fund balance (current reserves are approximately $2 million).

City Attorney's Office ($199,139 in reductions): DROs include transferring 30% of the Deputy City Attorney III's salary and benefits to the SB 1137 fund which is restricted to being used for nuisance abatement activities including prosecution. A DRO reducing the outside legal services budget from $150,000 to $100,000 will impact the ability of the City Attorney's Office to pay for specialized legal services by other departments and to fund certain litigation matters. The department DROs also include the elimination of the Executive Assistant I position in year 3. This would transfer all of the administrative responsibilities for the department to the Legal Secretary position, reducing the amount of time available for legal support and increasing the workload of the attorneys and the amount of time it would take to provide legal services.

Community & Economic Development Department ($1,740,264 in reductions and revenue enhancements): Proposed reductions include elimination of Planning Commissioner stipends, the termination of the Shopping Cart Retrieval program and diminished use of document imaging and outside plan checking services. Impacts could include possible diminished interest in serving on Planning Commission and concerns from the public about proliferation of abandoned shopping carts. Another proposed program includes the installation of cameras on street sweepers to ticket illegally parked vehicles. Adoption of this practice would result in staff reduction of 2.5 parking control officers. A proposed savings measure includes the further reduction in the marketing program that could diminish the City's Economic Development efforts. Several potential

revenue enhancements have been recommended including full cost-recovery for planning and building services and retaining a third party collection firm to pursue the collection of unpaid debt from code violations.

Financial and Administrative Services ($1,622,883 in reductions and revenue enhancements): The department's 16 DROs include the defunding of 12 positions and changing 2 full-time positions to part-time positions. These reductions will present challenges in maintaining timely various financial reports (including the budget and CAFR), the processing of Payroll, Accounts Payable; preparation of RFPs/bids; cash handling and follow-up audits. The reduction in Animal Services will result in a lower level of care to animals in the shelter; increase in overtime costs; eliminates veterinary services for the shelter and minimizes the medical care to stray and owned animals.

Human Resources: ($315,916 in reductions and revenue enhancements): Among the department's DROs are eliminating two full-time Human Resources Technician Positions, eliminating the citywide training budget, and reducing the employee education reimbursement. Anticipated impacts include delays in the turnaround times for processing recruitments, liability claims, and workers compensation claims, delayed hiring of new employees, and increased response times for personnel actions, benefits enrollment and changes, invoices, payments, answering inquiries and preparing various reports for internal and external customers.

Public Works ($1,679,627 in reductions and revenue enhancements): Public Works' General Fund DROs include revenue enhancement and alternative funding opportunities as well as the implementation of a staffing reorganization/reduction plan involving the Capital Projects and Land Development Divisions. The revenue enhancement options, including cellular phone antennae/repeater leasing agreements, providing contract inspection services to March Health Care Facility, and the implementation of an AB 939 Recycling Program Fee, will not have any negative impact to public service levels and, in the case of the AB 939 Fee, will allow the Department to increase the Recycling Program public service level to a level anticipated to be necessary to comply with State of California mandates and waste hauler franchise agreement requirements.

The alternative funding opportunities, involving the transfer of several public works maintenance and crossing guard programs to Gas Tax, will result in approximately 50% of the funding previously utilized for pavement rehabilitation capital projects being redirected and decrease the number of streets that will be able to be resurfaced for the next five years.

The implementation of the proposed staffing reorganization/reduction plan will have a moderate service level impact from a Capital Projects perspective, resulting in a decreased number of completed capital projects, due to a decreased Capital Projects staffing level that is being realigned to match decreased project funding levels. The Land Development Division's service level will also be moderately impacted resulting in

longer response times for plan checks, entitlements, public counter requests, and interdepartmental assistance.

The single General Fund Budget increase proposes the realignment of Transportation Engineering/Traffic Signal expenditures, resulting in an increase in General Fund expenditures, in order to comply with Measure A Maintenance-of-Effort requirements. Implementation of this budget issue will not have a negative service level impact, however, if this budget issue is not implemented the City will lose approximately $2.2 million in annual Measure A revenue that is utilized to fund street improvement capital projects.

Non-Departmental ($1,235,000 in reductions): Staff has identified DROs in non-departmental funds which include refunding lease revenue bonds, eliminating the General Fund subsidy of MVTV-3 and decreasing the subsidy to the library by $100,000 (the DRO impacts to the library are summarized later in this report). Internal Service Fund DROs include the defunding of 3 positions. Reductions in Technology Services will result in slower responses to department technology requests; routine maintenance, such as security updates, software patches and other application updates will take longer to complete. Reductions in Facilities and Maintenance will result in slower response time to maintenance requests; appearance of some buildings will be impacted, due to the deferral of aesthetic improvements.

General Fund: Public Safety

Police ($5 million in reductions): The plan includes Police Department DROs of $1 million in year 1 and $2 million in each of years 2 and 3 for a total of $5 million. The year 1 DRO equates to a reduction in patrol service from 600 hours to 580 hours per day (3% reduction), essentially reducing each patrol shift by one officer. The year 2 DRO equates to a reduction of 38.5 hours of patrol per day (an additional 6.6% reduction). The Police Chief would determine if the reduced hours would be eliminated from patrol, traffic, or special teams. Full implementation of all 3 years' DROs would increase response time to all calls for service, including high priority crimes, likely generating the need for more overtime. The elimination of positions will in turn reduce the number of investigators, supervisors and lieutenants assigned to Moreno Valley in support roles.

FY 10-11 DROs for the Police Department included two vacant motorcycle officer positions which were to remain unfilled with the option that Council would revisit filling these positions later in the current fiscal year depending on revenues. In August, 2010, Council approved refunding these two positions, reallocating them to the Special Enforcement Team Gang unit, and allocating one additional officer to the Gang Unit as well.

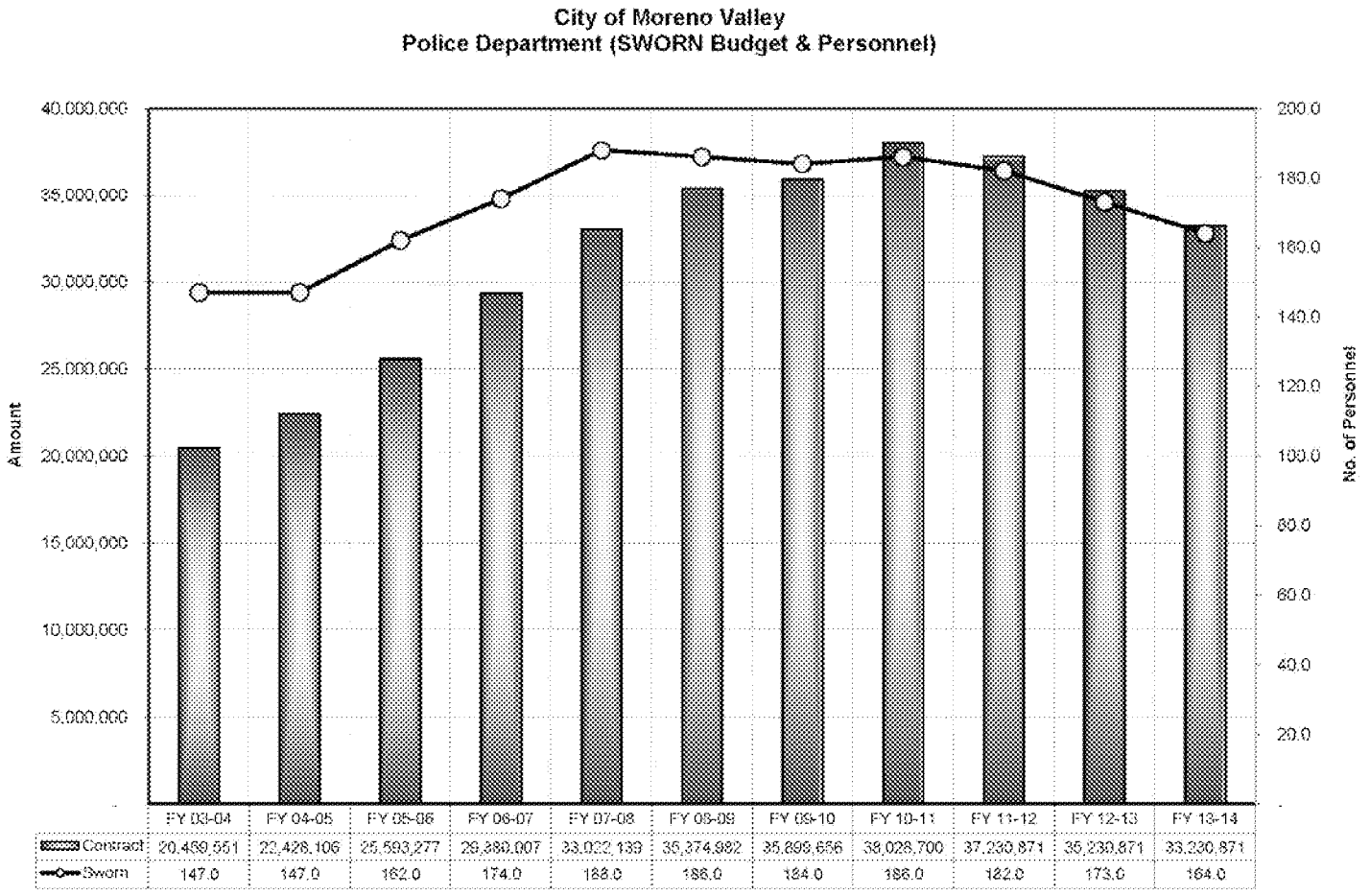

Fire Department ($1,898,335 in reductions and revenue enhancements): Deficit reduction options for the Fire Department include the elimination of the City's CPR program; defunding one full time and one part time position; and the elimination of Truck 58 decreasing 8 sworn firefighter positions, totaling 9.5 defunded positions. Of these deficit reduction options, the defunding of Truck 58 will have the most impact to the community as it is the City's only Paramedic Truck Company. In 2010, Truck 58 responded to 737 calls for service and was the primary responding unit 28% of the time. These calls will be assigned to the remaining Truck and Engine companies in the City, and could result in longer response times. Currently the Fire Department is meeting an 8 minute response time criteria for full first alarm assignments 90% of the time, however, this is expected to drop to 60% once this truck company is defunded and the remaining two truck companies are relocated to the more central areas of the City. The second most impactful reduction will be the elimination of the Permit Technician in Fire Prevention. Counter coverage for the Fire Prevention Bureau would be reduced from ten hours a day to four hours a day, severely affecting the development community.

The Fire Department is also proposing two revenue enhancement options. The first is to conduct a state mandated fire annual apartment complex inspection program. There will be a net revenue gain of $100,153 from implementing this program, even after hiring

four fire prevention assistants to assist with the inspections. The other revenue enhancement option is to restructure the fire annual inspection program for commercial businesses, which would result in a revenue increase of $391,396. This program is dependent on hiring two fire prevention assistants to conduct hazard abatement so that the City's Fire Prevention Inspectors can perform these inspections.

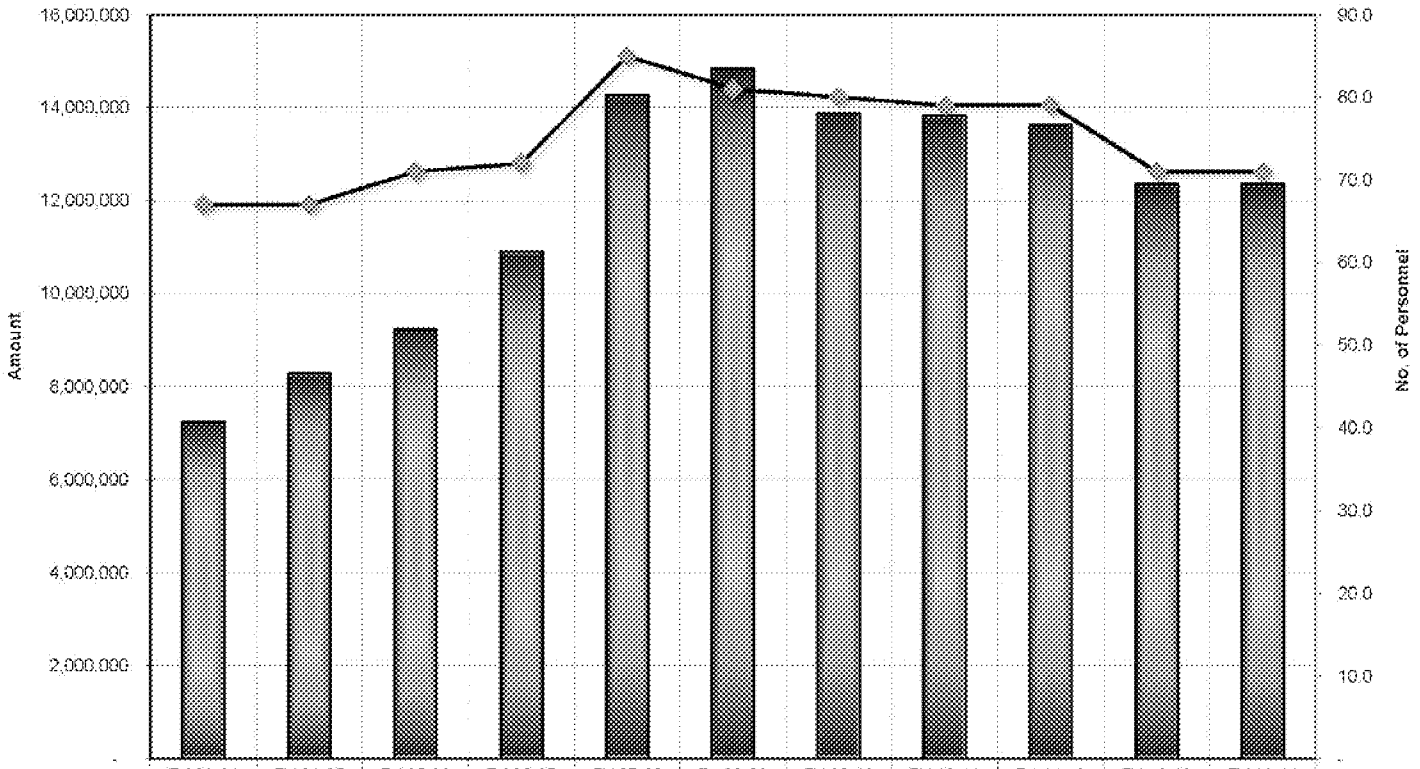

	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14
Contract	7,236,513	8,279,029	9,237,784	10,906,835	14,271,882	14,833,802	13,872,002	13,831,700	13,633,000	12,360,000	12,360,000
Sworn	67.0	67.0	71.0	72.0	85.0	81.0	80.0	79.0	79.0	71.0	71.0

Non-General Fund

<u>Zone A Parks & Recreation ($738,401 or $1,208,401 in two options of reductions and revenue enhancements):</u> Zone A DROs will result in minimal to moderate service level impacts throughout the department. Defunding a vacant Senior Park Ranger position will be mitigated through the use of temporary staff to take care of restroom maintenance and locking of the parks giving current Park Rangers additional time to patrol the parks. The plan includes a DRO to possibly contract out the operation of the Cottonwood Golf Course, potentially saving Zone A funds. The Recreation Aides at the Golf Course would be absorbed into other recreation programs once operation of the Golf Course is contracted out. There is also a possibility that the department would receive a small amount of revenue from this transaction.

The other two Deficit Reduction Options pertain to the STARS Program and the financial costs to Zone A and the General Fund. Option I is to provide the General Fund with $400,000 to recover their costs created by the STARS Program. To do this the STARS participants will be charged a fee and the balance will come from Zone A. This will have a moderate impact on the participants and Zone A. Option 2 is to have an outside organization operate the STARS program. Zone A would continue to have control over the grant. Full time Career and Part Time Career staff would become employees of the outside organization. This option will reduce Zone A costs and General Fund costs.

Library ($316,402 in reductions and revenue enhancements): The DROs for the Moreno Valley Library include increasing the overdue fines, reducing subscriptions and books by 50%, closing the computer lab in year 2 and reducing the Library hours in year 3. Increased fines mean higher charges for people at a time when many can least afford it; staff would need to deal with more public complaints. Cutting the book and subscriptions budget means the library's ability to provide up to date materials and databases would decrease even as library use and requests are increasing. Closing the public computer lab or charging a computer use fee means an end to free public computer access and wi-fi. Many residents can't afford their own computers or a fee, staff would receive complaints and printing revenue would be lost. Reducing hours would further restrict public access to the library, which would become busier and more crowded during the remaining open hours as people shift their visits. The minimal staff left would have to take on even more extra duties.

Staff is investigating a proposal to help fund library services with Zone A funds. This would eliminate the DRO to close the computer lab in year 2. The City Attorney's Office has indicated that library services are not prohibited for funding through the Zone A revenues.

Special Districts Administration ($525,327 in reductions): To more appropriately match the expenditures to revenues as a result of the slowdown in development and the increase in costs to perform services without offsetting parcel fees, Special Districts is proposing a reorganization that will include the elimination of 3 filled positions and one vacant position, and the transfer of one full time position, in year 1. The layoff of an additional full time position is proposed in year 2 pending the outcome of a ballot measure for increased landscape maintenance assessment fees. The staffing reductions/reorganizations will have a moderate service level impact that will be mitigated through the absorption of responsibilities by remaining staff. The decreased staffing level represents a realignment to match decreased development activity and to offset increased costs.

Strategic Use of Fund Balance

Attempting to solve the City's $14 million General Fund structural deficit within one fiscal year would be devastating to the programs and services that Moreno Valley residents expect and deserve. As noted previously, General Fund expenditures have been reduced by over $14 million in the past three years and the City's work force has

decreased by 25% due to layoffs and hiring freezes. The Deficit Elimination Plan proposes a fiscally responsible combination of significant expenditure reductions with the strategic use of the City's General Fund reserves to balance the budget over a three year period. A measured infusion of money from the City's reserves will help offset what otherwise would be overwhelming operating reductions.

As illustrated in the "General Fund Revenue & Expense Budget with Proposed Use of DROs & Fund Balance" chart on page 11 and the following table, the Deficit Elimination Plan proposes using a total of $12.2 million in General Fund reserves over the next three years to help achieve a balanced budget:

	FY 2011-12	FY 2012-13	FY 2013-14
Fund Balance Available	$27,000,000	$19,100,000	$15,600,000
Deficit	$14,000,000	$8,100,000	$4,100,000
Proposed Use of Fund Balance	**7,900,000**	**3,500,000**	**800,000**
Proposed General Fund DROs	6,100,000	4,600,000	3,300,000
Note: One-time savings included:	354,000	550,000	650,000

The City currently has $27 million in General Fund reserves, which essentially serve as the City's Working Capital funds and the "rainy day" savings for use to mitigate the effects of revenue fluctuations. By FY 13-14, the projected fund balance will be $14,800,000. Assuming the full implementation of the DROs, the City's General Fund expenditure budget at that time is projected to be $70,779,659. Therefore, the proposed fund balance reserve as of July 1, 2014 would represent a General Fund Contingency Reserve of approximately 20%, which is near the minimum level of the standards established by the Government Finance Officers Association.

It is anticipated that additional revenues not included in these projections will be realized through improved economic conditions, and the City's economic development efforts. In addition, the City must continue fiscal restraint on the part of all City departments. Staff is optimistic that these factors will result in a reduction of the year 3 deficit reduction options necessary to fully balance the City's operating budget. By making the difficult decisions proposed in the Deficit Elimination Plan and exercising the discipline required to implement the expenditure reductions, the City Council and staff will successfully eliminate the structural deficit over the next three years and position the City to take full advantage of the anticipated recovery of the nation's and the City's economy.

Richard Teichert
Financial and Administrative Services Director

City of Moreno Valley
Deficit Reduction Option (DRO) Budget Summary
General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
General Fund - Revenue Enhancements:				
Community & Economic Development	$ 355,000	$ 337,000	$ 497,000	$ 1,189,000
Financial & Administrative Services	114,200	-	-	114,200
Fire	426,996	106,793	-	533,789
Public Works	149,408	-	-	149,408
	1,045,604	443,793	497,000	1,986,397
General Fund - Deficit Reduction Options:				
City Council/City Clerk	27,900	43,660	43,413	114,973
City Manager	269,352	64,633	-	333,985
City Attorney	108,879	-	90,260	199,139
Community & Economic Development	456,564	93,530	1,170	551,264
Financial & Administrative Services	1,016,283	255,000	247,400	1,518,683
Fire	140,477	1,287,429	-	1,427,906
Human Resources	232,946	82,970	-	315,916
Police	1,000,000	2,000,000	2,000,000	5,000,000
Public Works	2,026,219	-	-	2,026,219
Non-Department	1,010,000	450,000	450,000	1,910,000
	6,288,620	4,277,222	2,832,243	13,398,085
DRO Offsets:				
Fire	(31,680)	(31,680)	-	(63,360)
Public Works	(496,000)	-	-	(496,000)
Non-Department	(675,000)	-	-	(675,000)
	(1,202,680)	(31,680)	-	(1,234,360)
Total General Fund	**$ 6,131,544**	**$ 4,689,335**	**$ 3,329,243**	**$ 14,150,122**

City of Moreno Valley
Deficit Reduction Option (DRO) Position Summary
General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
General Fund - Deficit Reduction Options:				
City Council/City Clerk		1.0	1.0	2.0
City Manager	1.0			1.0
City Attorney			1.0	1.0
Community & Economic Development	4.0			4.0
Financial & Administrative Services	11.0	5.0	2.0	18.0
Fire	2.0			2.0
Human Resources	2.0	1.0		3.0
Police				-
Public Works	48.0			48.0
Non-Department				-
Total General Fund	**68.0**	**7.0**	**4.0**	**79.0**

City of Moreno Valley
Deficit Reduction Option (DRO) Position Summary
Non-General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
Non-General Fund - Revenue Enhancements:				
Financial & Administrative Services	$ -	$ -	$ -	$ -
Library	14,100	-	-	14,100
Parks & Community Services	200,000	-	-	200,000
Public Works	400,000	1,000,000	-	1,400,000
	614,100	1,000,000	-	1,614,100
Non-General Fund - Deficit Reduction Options:				
Financial & Administrative Services	665,282	141,681	283,991	1,090,954
Library	54,371	177,039	70,892	302,302
Parks & Community Services	1,208,401	-	-	1,208,401
Public Works	1,058,759	449,704	-	1,508,463
	2,986,813	768,424	354,883	4,110,120
Total Non-General Fund	**$ 3,600,913**	**$ 1,768,424**	**$ 354,883**	**$ 5,724,220**

City of Moreno Valley
Deficit Reduction Option (DRO) Position Summary
Non-General Fund

Department	FY 2011-12	FY 2012-13	FY 2013-14	Total
Non-General Fund - Deficit Reduction Options:				
Financial & Administrative Services	1.0	1.0	1.0	3.0
Library	-	3.0	2.0	5.0
Parks & Community Services	1.0	-	-	1.0
Public Works	7.0	1.0	-	8.0
Total Non-General Fund	**9.0**	**5.0**	**3.0**	**17.0**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND City Clerk/City Council

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Clrk/ Cncl	Reduce copies of agenda packet by implementation of iPad					10,000	10,000	-	-	-	-	10,000	10,000		10,000
2	Clrk/ Cncl	Reduce Archive (Cornerstone) Management Inventory					2,000	2,000	1,000	1,000	500	500	3,500	3,500		3,500
3	Clrk/ Cncl	LexisNexis					-	-	2,960	2,960	4,400	4,400	7,360	7,360		7,360
4	Clrk/ Cncl	Sister City Promotion					1,100	1,100	-	-	-	-	1,100	1,100		1,100
5	Clrk/ Cncl	Other Mat'ls - Bereavement					1,300	1,300	-	-	-	-	1,300	1,300		1,300
6	Clrk/ Cncl	Special Events					5,000	5,000	-	-	-	-	5,000	5,000		5,000
7	Clrk/ Cncl	Council Training/Travel					3,500	3,500	-	-	-	-	3,500	3,500		3,500
8	Clrk/ Cncl	Council Discretionary					5,000	5,000	-	-	-	-	5,000	5,000		5,000
10	Clrk/ Cncl	Defund Temporary Senior Office Assistant	1.0	FTC Tmp	Filled	Lay-off			39,700	39,700	-	-	39,700	39,700		39,700
1	Clrk/ ncl	Defund part-time Senior Office Assistant	1.0	P/T	Filled	Lay-off	-	-	-	-	38,513	38,513	38,513	38,513		38,513
	ity Clerk/Council Total		2.0				27,900	27,900	43,660	43,660	43,413	43,413	114,973	114,973	-	114,973

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		0.0
Part-time (P/T)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		1.0
Temporary (Temp)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		1.0
Department Total		**2.0**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND City Manager

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	City Mgr	Shift 40% of funding of Media & Production Coordinator to Public/Education/Government Access Programming (PEG) fund 13210		FTC	Filled	Partial Transfer	29,800	29,800	-	-	-	-	29,800	29,800		29,800
2	City Mgr	Publish City Link as online publication only					42,000	42,000	-	-	-	-	42,000	42,000		42,000
3	City Mgr	Shift funding of website maintenance to PEG fund 13210					30,000	30,000	-	-	-	-	30,000	30,000		30,000
4	City Mgr	Eliminate state lobbyist					37,800	37,800	-	-	-	-	37,800	37,800		37,800
5	City Mgr	Shift funding (total of 70%) of Assistant to the City Manager to PEG fund 13210		FTC	Filled	Partial Transfer	53,978	53,978	-	-	-	-	53,978	53,978		53,978
6	City Mgr	Shift 25% of the funding for the Assistant City Manager to PEG fund 13210		FTC	Filled	Partial Transfer	-	-	64,633	64,633	-	-	64,633	64,633		64,633
7	City Mgr	Defund Customer Service Assistant	1.0	FTC	Filled	Lay-off	60,774	60,774	-	-	-	-	60,774	60,774		60,774
	City Mgr	Reduce CM contingency from $140k to $125k					15,000	15,000	-	-	-	-	15,000	15,000		15,000
	City Manager Total		**1.0**				**269,352**	**269,352**	**64,633**	**64,633**	**-**	**-**	**333,985**	**333,985**	**-**	**333,985**

DRO Position Summary Listing

Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		1.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**1.0**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND City Attorney

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	City Atty	Transfer 30% of Deputy City Attorney III salary & benefits of $170,815 to BU 23210 (SB 1137 funds).		FTC	Filled	Partial Transfer	51,244	51,244	-	-	-	-	51,244	51,244		51,244
2	City Atty	Reduce Communications (6215) budget from $4191 to $2500. Reduce Books (6351) budget from $25,944 to 20,000.					7,635	7,635	-	-	-	-	7,635	7,635		7,635
3	City Atty	Reduction of outside legal services budget from $150,000 to $100,000.					50,000	50,000	-	-	-	-	50,000	50,000		50,000
4	City Atty	Defund the Executive Assistant I position.	1.0	FTC	Filled	Lay-off	-	-	-	-	90,260	90,260	90,260	90,260		90,260
	City Attorney Total		**1.0**				**108,879**	**108,879**	**-**	**-**	**90,260**	**90,260**	**199,139**	**199,139**	**-**	**199,139**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		1.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**1.0**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Community and Economic Development

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	CEDD	Elimination of Community Development Director - merging Economic Development and Community Development Departments.	1.0	FTC	Vacant		95,900	95,900	3,530	3,530	1,170	1,170	100,600	100,600		100,600
2	CEDD	Reallocation of % from ED to CDD for CEDD Director - merging Economic Development and Community Development Departments (10% reallocated)					13,385	13,385	-	-	-	-	13,385	13,385		13,385
3	CEDD	REVENUE ENHANCEMENT - Application activity increases over 3-year					95,000	95,000	105,000	105,000	125,000	125,000	325,000	325,000		325,000
4	CEDD	REVENUE ENHANCEMENT - Third party collection of unpaid debt.					100,000	100,000	100,000	100,000	200,000	200,000	400,000	400,000	400,000	-
6	CEDD	Funding for abatement projects and transfer to SB1137.					30,000	30,000	-	-	-	-	30,000	30,000		30,000
7	CEDD	Eliminate Planning Commissioner stipend and related line items.					10,920	10,920	-	-	-	-	10,920	10,920		10,920
8	CEDD	Eliminate funding for electronic document imaging service.					20,000	20,000	-	-	-	-	20,000	20,000		20,000
9	CEDD	Installation of Street Sweeping Cameras	3.0	2 FTC 1 Tmp	Filled Filled	Lay-off	40,837	40,837	90,000	90,000	-	-	130,837	130,837		130,837
0	CEDD	Reduce outside contractual plan check services.					80,000	80,000	-	-	-	-	80,000	80,000		80,000
11	CEDD	REVENUE ENHANCEMENT - Adjust fees for full cost-recovery.					-	-	132,000	132,000	172,000	172,000	304,000	304,000		304,000
12	CEDD	REVENUE ENHANCEMENT - Implement fee study - full cost recovery					160,000	160,000	-	-	-	-	160,000	160,000		160,000
13	CEDD	Various line items (please refer to the Deficit Reduction Option Form)					117,522	117,522	-	-	-	-	117,522	117,522		117,522
14	CEDD	Terminate Shopping Cart Retrieval Program					48,000	48,000	-	-	-	-	48,000	48,000		48,000
	Community & Economic Development Total		**4.0**				**811,564**	**811,564**	**430,530**	**430,530**	**498,170**	**498,170**	**1,740,264**	**1,740,264**	**400,000**	**1,340,264**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Community and Economic Development

Dept Rank	Dept	Description of Program/Function or Activity	City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
		DRO Position Summary Listing														
		FTC (Full-time Career)														
		Filled - Lay-off	2.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	1.0													
		Total FTC		3.0												
		Part-time (P/T)														
		Filled - Lay-off	0.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total P/T		0.0												
		Temporary (Temp)														
		Filled - Lay-off	1.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total Temp		1.0												
		Department Total		**4.0**												

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Financial & Administrative Services

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	FASD	Reallocation of 5% of Tech. Svcs. Div Mgr & Enterprise Admin, salary & benefits to the Technology Services Fund.					20,000	20,000	-	-	-	-	20,000	20,000		20,000
2	FASD	Reduction in auditing services costs (need funds for 2011 OPEB valuations consulting svcs)					10,000	10,000	-	-	-	-	10,000	10,000		10,000
5	FASD	Reduce UUT audit program fees.					15,000	15,000	-	-	-	-	15,000	15,000		15,000
6	FASD	Reduce budgeted fee to Investment Svcs. consultant (Chandler)					10,000	10,000	-	-	-	-	10,000	10,000		10,000
8	FASD	Defund Budget Officer	1.0	FTC	Vacant		101,400	101,400	-	-	-	-	101,400	101,400		101,400
10	FASD	Suspend the Animal License Canvassing Program; defund (1) Animal Svcs Lic. Insp; (1) Office Aide (tmp); (1) Animal Svcs Asst.	3.0	2 FTC 1 Tmp	Filled Filled	Lay-off Lay-off	-	-	111,900	111,900	18,100	18,100	130,000	130,000		130,000
12	FASD	Defund Accounting Assistant (Financial Ops)	1.0	FTC	Filled	Lay-off	86,000	86,000	-	-	-	-	86,000	86,000		86,000
13	FASD	Defund Accounting Asst (Treasury)	1.0	FTC	Filled	Lay-off	58,000	58,000	2,000	2,000	-	-	60,000	60,000		60,000
14	FASD	Defund Sr. Administrative Asst. (Purchasing)	1.0	FTC	Filled	Lay-off	73,000	73,000	10,000	10,000	-	-	83,000	83,000		83,000
1[illegible]	[illegible]SD	Collect bad debt from Animal Svcs unpaid administrative citations					114,200	114,200	-	-	-	-	114,200	114,200	114,200	-
1[illegible]	FASD	Defund City Hall roof replacement CIP project (Facilities)					649,965	324,983	-	-	-	-	649,965	324,983	324,983	-
18	FASD	Defund Executive Assistant I (Admin)	1.0	FTC	Filled	Lay-off	67,100	67,100	10,000	10,000	-	-	77,100	77,100		77,100
19	FASD	Defund the following positions: (1) Sr. Admin Asst; (1) Animal Svcs. Dispatcher; & (2) Animal Care Techs (Tmp).	6.0	2 FTC 4 Tmp	Filled Filled	Lay-off Lay-off	250,800	250,800	-	-	-	-	250,800	250,800		250,800
20	FASD	Defund (2) Animal Control Officers	2.0	1 FTC 1 Tmp	Filled Filled	Lay-off Lay-off	-	-	121,100	121,100	13,100	13,100	134,200	134,200		134,200
21	FASD	Close MoVal Veterinary Clinic & defund (1) Animal control Officer & (1) Animal Svcs. Asst.	2.0	2 FTC	Filled	Lay-off	-	-	-	-	216,200	216,200	216,200	216,200		216,200
	Financial & Administrative Services Total		**18.0**				**1,455,465**	**1,130,483**	**255,000**	**255,000**	**247,400**	**247,400**	**1,957,865**	**1,632,883**	**439,183**	**1,193,700**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Financial & Administrative Services

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	11.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total FTC		12.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	6.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		6.0
Department Total		**18.0**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Fire

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Fire	Split fund Office of Emergency Management & Volunteer Services Specialist, 80% to grant fund 13410 and 20% to 64110		FTC	Filled	Transfer	20,558	20,558	-	-	-	-	20,558	20,558		20,558
2	Fire	Restructure Fire Annual Inspection Program - Revenue Enhancement					391,396	391,396	-	-	-	-	391,396	391,396		391,396
2A	Fire	Hire 2 Fire Prevention Assistants for Hazard Abatement - Budget Issue Staff Report					(21,120)	(21,120)	-	-	-	-	(21,120)	(21,120)		(21,120)
3	Fire	Remove City Squad from front line emergency response					29,560	29,560	-	-	-	-	29,560	29,560		29,560
4	Fire	Defund part time Office of Emergency Management & Volunteer Services Specialist and eliminate the City's CPR program	1.0	P/T	Filled	Lay-Off	25,564	25,564	8,218	8,218	-	-	33,782	33,782		33,782
5	Fire	Defund Permit Technician	1.0	FTC	Filled	Lay-Off	64,795	64,795	6,179	6,179	-	-	70,974	70,974		70,974
6	Fire	Conduct state mandated apartment complex fire inspections annually - Revenue Enhancement					35,600	35,600	106,793	106,793	-	-	142,393	142,393		142,393
6A	Fire	Conduct state mandated apartment complex fire inspections annually - Budget Issue Staff Report to hire 4 Fire Prevention Assistants					(10,560)	(10,560)	(31,680)	(31,680)	-	-	(42,240)	(42,240)		(42,240)
7	Fire	Eliminate Truck Company		FTC	Filled	Transfer Lay-off	-	-	1,273,032	1,273,032	-	-	1,273,032	1,273,032		1,273,032
	Fire Total		**2.0**				**535,793**	**535,793**	**1,362,542**	**1,362,542**	**-**	**-**	**1,898,335**	**1,898,335**	**-**	**1,898,335**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Fire

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
		FTC (Full-time Career)														
		Filled - Lay-off	1.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total FTC		1.0												
		Part-time (P/T)														
		Filled - Lay-off	1.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total P/T		1.0												
		Temporary (Temp)														
		Filled - Lay-off	0.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total Temp		0.0												
		Department Total		**2.0**												

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Human Resources

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	HR	Defund Vacant Security Guard position	1.0	FTC	Vacant		45,626	22,813	-	-	-	-	45,626	22,813		22,813
2	HR	Reduce/Eliminate various line items					87,900	43,950	-	-	-	-	87,900	43,950		43,950
3	HR	Reduce Contract Services Line Item					12,500	6,250	-	-	-	-	12,500	6,250		6,250
4	HR	Eliminate Prof Dev & Wellness Program					3,000	3,000	-	-	-	-	3,000	3,000		3,000
5	HR	Reduce Other Professional Services					28,100	28,100	-	-	-	-	28,100	28,100		28,100
6	HR	Eliminate City Wide Training					4,000	4,000	-	-	-	-	4,000	4,000		4,000
7	HR	Eliminate Dues & Subscriptions					3,000	3,000	-	-	-	-	3,000	3,000		3,000
8	HR	Reduce Office Supplies					3,000	3,000	-	-	-	-	3,000	3,000		3,000
9	HR	Reduce Advertising					19,000	19,000	-	-	-	-	19,000	19,000		19,000
10	HR	Reduce Emp Education Reimbursement					15,000	15,000	-	-	-	-	15,000	15,000		15,000
11	HR	Reduce/Eliminate various line items					9,000	4,500	-	-	-	-	9,000	4,500		4,500
12	HR	Eliminate HR Tech Position (1 of 2)	1.0	FTC	Filled	Lay-Off	80,333	80,333	-	-	-	-	80,333	80,333		80,333
13	HR	Eliminate HR Tech Position (2 of 2)	1.0	FTC	Filled	Lay-Off	-	-	82,970	82,970	-	-	82,970	82,970		82,970
		Human Resources Total	**3.0**				**310,459**	**232,946**	**82,970**	**82,970**	**-**	**-**	**393,429**	**315,916**	**-**	**315,916**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	2.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total FTC		3.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**3.0**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Police

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Police	Hours of service per day.		FTC	Filled	Transfer	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000	5,000,000	5,000,000		5,000,000
	Police Total						**1,000,000**	**1,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**5,000,000**	**5,000,000**	**-**	**5,000,000**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		0.0
Part-time (P/T)		
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**0.0**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	PW	Allow telecommunications companies to place small-scale cellular phone antennae and cabinets within the public right-of-way for a fee per location					43,200	43,200	-	-	-	-	43,200	43,200		43,200
2	PW	Allow non-telecommunications companies to place antennae and optical repeaters on existing streetlight/utility poles for a fee per location					20,000	20,000	-	-	-	-	20,000	20,000		20,000
3	PW	Provide construction and inspection services for March Health Care Facility by current Land Development staff on a fee-for-service basis					40,000	40,000	-	-	-	-	40,000	40,000	40,000	-
4	PW	Implement Assembly Bill 939 (AB 939) Fee to fund State-mandated waste diversion/recycling programs thereby eliminating any General Fund subsidy and allowing for reestablishment of staffing to pre-DRO levels to address mandated program expansions					46,208	46,208	-	-	-	-	46,208	46,208		46,208
5	PW	Transfer funding for Concrete Maintenance Program to Gas Tax/Traffic Congestion Relief Fund	3.0	FTC	Filled	Transfer	360,300	360,300	-	-	-	-	360,300	360,300		360,300
6	PW	Transfer funding for Signing & Striping Program to Gas Tax/Traffic Congestion Relief Fund	5.0	FTC	Filled	Transfer	811,500	811,500	-	-	-	-	811,500	811,500		811,500
7	PW	Transfer funding for Crossing Guard Program to Gas Tax/Traffic Congestion Relief Fund	37.0	2 FTC 35 Temp	Filled Filled	Transfer Transfer	583,439	583,439	-	-	-	-	583,439	583,439		583,439
8	PW	Capital Projects/Land Development Personnel Reorganization involving the transfer of (2) filled FTC positions and lay-off of (1) FTC position	3.0	2 FTC 1 FTC	Filled Filled	Transfer Lay-off	110,980	110,980	-	-	-	-	110,980	110,980		110,980
9	PW	Increase subsidy to Gas Tax to meet Maintenance of Effort requirement for Measure A funds; or increase GF budgets to meet MoE.					(336,000)	(336,000)	-	-	-	-	(336,000)	(336,000)		(336,000)
10A	PW	To transfer graffiti abatement program for private properties to General Fund (activity does not meet Gas Tax restrictions)					(160,000)	(160,000)	-	-	-	-	(160,000)	(160,000)		(160,000)
10B	PW	Eliminate private property graffiti removal					160,000	160,000	-	-	-	-	160,000	160,000		160,000
	Public Works Total		**48.0**				**1,679,627**	**1,679,627**	**-**	**-**	**-**	**-**	**1,679,627**	**1,679,627**	**40,000**	**1,639,627**

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
		DRO Position Summary Listing														
		FTC (Full-time Career)														
		Filled - Lay-off	1.0													
		Filled - Transfer to other funding sources	12.0													
		Vacant	0.0													
		Total FTC		13.0												
		Part-time (P/T)														
		Filled - Lay-off	0.0													
		Filled - Transfer to other funding sources	0.0													
		Vacant	0.0													
		Total P/T		0.0												
		Temporary (Temp)														
		Filled - Lay-off	0.0													
		Filled - Transfer to other funding sources	35.0													
		Vacant	0.0													
		Total Temp		35.0												
		Department Total		**48.0**												

City of Moreno Valley
2011-12 Deficit Reduction Option (DRO) Detail
GENERAL FUND Non-Departmental

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Non-Dept	Refund 1997 Lease Revenue Bonds via Private Placement					60,000	60,000	-	-	-	-	60,000	60,000		60,000
2	Non-Dept	Reduce or Eliminate General Fund support for MVTV3					300,000	300,000	-	-	-	-	300,000	300,000		300,000
3	Non-Dept	Stop paying into the OPEB Trust for a period of years					450,000	450,000	450,000	450,000	450,000	450,000	1,350,000	1,350,000	1,350,000	-
4	Non-Dept	3rd Tier Benefit Plan for new hires after July 1, 2011					100,000	100,000	-	-	-	-	100,000	100,000		100,000
6	Non-Dept	Decrease subsidy to Library					100,000	100,000	-	-	-	-	100,000	100,000		100,000
7	Non-Dept	Subsidy to Zone B					(675,000)	(675,000)	-	-	-	-	(675,000)	(675,000)		(675,000)
	Non-Departmental Total						**335,000**	**335,000**	**450,000**	**450,000**	**450,000**	**450,000**	**1,235,000**	**1,235,000**	**1,350,000**	**(115,000)**
		GRAND TOTAL CITY-WIDE GENERAL FUND					**6,534,039**	**6,131,544**	**4,689,335**	**4,689,335**	**3,329,243**	**3,329,243**	**14,552,617**	**14,150,122**	**2,229,183**	**11,920,939**

GENERAL FUND
DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	19.0	
Filled - Transfer to other funding sources	12.0	
Vacant	3.0	
Total FTC		34.0
Part-time (P/T)		
Filled - Lay-off	2.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		2.0
Temporary (Temp)		
Filled - Lay-off	8.0	
Filled - Transfer to other funding sources	35.0	
Vacant	0.0	
Total Temp		43.0
City-wide GENERAL FUND Total		**79.0**

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Library

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Library	Increase overdue fines (audio & books)					14,100	-	-	-	-	-	14,100	-		14,100
2	Library	Reduce Subscriptions & Books by 50%					54,371	-	-	-	-	-	54,371	-		54,371
3	Library	Defund 3 library assistant positions and close computer lab	3.0	2 P/T 1 Tmp	Filled Filled	Lay-off Lay-off	-	-	177,039	-	5,222	-	182,261	-		182,261
4	Library	Defund 2 positions (1 librarian, 1 library assistant) and reduce library hours open	2.0	1 P/T 1 Tmp	Filled	Lay-off Vacant	-	-	-	-	65,670	-	65,670	-		65,670
	Library Total		**5.0**				**68,471**	**-**	**177,039**	**-**	**70,892**	**-**	**316,402**	**-**	**-**	**316,402**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		0.0
Part-time (P/T)		
Filled - Lay-off	3.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		3.0
Temporary (Temp)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total Temp		2.0
Department Total		**5.0**

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Financial & Administrative Services

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
3	FASD	Reduce budgeted utility costs at City Hall (Facilities)					50,000	-	-	-	-	-	50,000	-		50,000
4	FASD	Eliminate contingency funds in various business units (Facilities)					149,500	-	-	-	-	-	149,500	-		149,500
7	FASD	Reduce Training & Travel (Facilities)					4,000	-	-	-	-	-	4,000	-		4,000
9	FASD	Eliminate expenditure line item budgets (Tech Svcs)					376,300	-	68,100	-	197,450	-	641,850	-		641,850
16	FASD	Defund Facilities Maintenance Supervisor (Facilities)	1.0		Filled	Retire	85,482	-	-	-	-	-	85,482	-		85,482
22	FASD	Defund GIS Technician (Tech Svcs)	1.0		Filled	Lay-off	-	-	73,581	-	-	-	73,581	-		73,581
23	FASD	Defund IT Technician (Tech Svcs)	1.0		Filled	Lay-off	-	-	-	-	86,541	-	86,541	-		86,541
	Financial & Administrative Services Total		**3.0**				**665,282**	**-**	**141,681**	**-**	**283,991**	**-**	**1,090,954**	**-**	**-**	**1,090,954**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	3.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total FTC		3.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**3.0**

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Parks & Community Services

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	Parks	Line Items Savings					439,145	-	-	-	-	-	439,145	-		439,145
2	Parks	Contract Out Cottonwood Golf Center					33,000	-	-	-	-	-	33,000	-		33,000
3	Parks	Defund Vacant Sr. Park Ranger Position	1.0	FTC	Vacant		66,256	-	-	-	-	-	66,256	-		66,256
4	Parks	Charge participants in the ASES/STARS program a fee. (OPTION 1)					200,000	-	-	-	-	-	200,000	-		200,000
5	Parks	Contract Out ASES/STARS Program (OPTION 2)					670,000	-	-	-	-	-	670,000	-		670,000
	Parks & Community Services Total		**1.0**				**1,408,401**	**-**	**-**	**-**	**-**	**-**	**1,408,401**	**-**	**-**	**1,408,401**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total FTC		1.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**1.0**

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	FY 2011-2012 DROs General Fund	FY 2012-2013 DROs Total	FY 2012-2013 DROs General Fund	FY 2013-2014 DROs Total	FY 2013-2014 DROs General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	PW-Gas Tax	Capital Projects Personnel Reorganization/Staff Reduction involving the lay-off of (1) filled FTC position	1.0	FTC	Filled	Lay-off	152,880	-	-	-	-	-	152,880	-		152,880
2	PW-Gas Tax	Capital Projects/Transportation Engineering Personnel Reorganization and Duty Reassignment involving cessation of work on capital projects by Transportation Engineering Staff and transfer of (1) filled FTC position from Capital Projects back to Transportation Engineering	1.0	FTC	Filled	Transfer	345,312	-	-	-	-	-	345,312	-		345,312
3	PW-Gas Tax	Capital Projects/Moreno Valley Utility Personnel Reorganization involving the transfer of (1) filled FTC position	1.0	FTC	Filled	Transfer	101,949	-	-	-	-	-	101,949	-		101,949
4	PW-Gas Tax	Capital Projects/Land Development Personnel Reorganization involving the transfer of (2) filled FTC positions and lay-off of (1) FTC position (positions listed in Gen Fund DRO)					20,252	-		-	-	-	20,252	-	-	20,252
6	PW-Gas Tax	Provide Project Management and Inspection for Flood Control District with current Capital Projects Staff on a fee-for-service basis					400,000	-	-	-	-	-	400,000	-		400,000
7	PW-Gas Tax	Implement Street Maintenance Hauler Mitigation Fee to mitigate distressed pavement caused by waste collection vehicle traffic thereby decreasing/eliminating Traffic Congestion Relief Fund subsidy of street maintenance efforts and reestablishing the use of these funds for capital improvement projects					-	-	1,000,000	-	-	-	1,000,000	-	-	1,000,000
1	PW-Sp. Dist.	Special Districts/Moreno Valley Electric Utility Personnel Reorganization/Staffing Reduction involving the defunding of (1) vacant FTC position, transfer of (1) filled FTC position and lay-off of (3) filled FTC positions	4.0	1 FTC 3 FTC	Filled Filled	Transfer Lay-off	438,366	-	-	-	-	-	438,366	-		438,366
2	PW-Sp. Dist.	Special Districts Staffing Reduction involving the lay-off of (1) filled FTC position in the event that the ballot measure for an increase of assessment fee levels is not approved	1.0	FTC	Filled	Lay-off	-	-	86,961	-	-	-	86,961	-	-	86,961

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Public Works

Dept Rank	Dept	Description of Program/Function or Activity	City No.	STAFFING IMPACT FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
1	PW-Strmwtr	Implement Greenfield Storm Drain Utility for all new development to mitigate necessary expansion of street sweeping and catch basin cleaning programs due to increased street and catch basin infrastructure attributable to new development					-	-	-	-	-	-	-	-	-	-
2	PW-Strmwtr	Implement Street Sweeping Mitigation Fee for Waste Hauling Services to be placed on all commercial accounts to mitigate the impact of debris, trash and other organic material in streets and gutters coming from commercial, industrial and multi-family occupancies and, thereby, eliminate the current subsidies of the Street Sweeping Program from Gas Tax and Air Quality Management District funds and reestablish the use of these funds for general street maintenance and transportation capital projects/programs, respectively		-		-	-	-	362,743	-		-	362,743	-		362,743
	Public Works Total		**8.0**				**1,458,759**	**-**	**1,449,704**	**-**	**-**	**-**	**2,908,463**	**-**	**-**	**2,908,463**

DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	5.0	
Filled - Transfer to other funding sources	3.0	
Vacant	0.0	
Total FTC		8.0
Part-time (P/T)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		0.0
Temporary (Temp)		
Filled - Lay-off	0.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total Temp		0.0
Department Total		**8.0**

City of Moreno Valley
2011-12 DRO Detail
NON-GENERAL FUND Total

Dept Rank	Dept	Description of Program/Function or Activity	STAFFING IMPACT City No.	FTC P/T Tmp	Filled/ Vacant	Transfer or Lay-off	FY 2011-2012 DROs Total	General Fund	FY 2012-2013 DROs Total	General Fund	FY 2013-2014 DROs Total	General Fund	Total per line Item Total	Total per line Item Gen Fund	One-time (Limited) DROs	(Structural) Recurring DROs
		GRAND TOTAL CITY-WIDE NON-GENERAL FUND					3,600,913	-	1,768,424	-	354,883	-	5,724,220	-	-	5,724,220

Non-GENERAL FUND
DRO Position Summary Listing

FTC (Full-time Career)		
Filled - Lay-off	8.0	
Filled - Transfer to other funding sources	3.0	
Vacant	1.0	
Total FTC		12.0
Part-time (P/T)		
Filled - Lay-off	3.0	
Filled - Transfer to other funding sources	0.0	
Vacant	0.0	
Total P/T		3.0
Temporary (Temp)		
Filled - Lay-off	1.0	
Filled - Transfer to other funding sources	0.0	
Vacant	1.0	
Total Temp		2.0
Department Total		**17.0**

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00102135

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point

2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event

3. Proclamation Recognizing Trent Sauls

4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:39 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Service

MV00102137

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 2-15, 2011.

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California,

in the amount of $69,918.00, "Minor Decoy/Shoulder Tap" Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of $125,400 ($114,000 plus 10% contingency) for a total not-to-exceed amount of $160,400. (Account No. 501.82425.7500); and

2. Authorize payment to SCE in an amount up to $125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of $12,324,061.41.

Resolution No. 2011-28

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January, 2011

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;

2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and

3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-

MV00102139

015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

1. Receive and File the 2010 Annual Report of the Planning Commission; and

2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:

Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Approve TM 34950-1, a final map for financing purposes; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

MV00102141

E. PUBLIC HEARINGS

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

Motion to continue the item to May 24, 2011 Council Meeting by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E.2 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12

MV00102142

social service programs; and

2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder, George Price, Josiah Bruny, Pastor Earnesline Anderson and Hal Tubb.

Motion to receive and file by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported the following: demolition of an old hospital at March Air Reserve Base scheduled on March 28, at 10 a.m. with a renowned guest speaker Willie Brown; a trip to Washington, D.C. regarding pending projects and reduction in air force reserve staffing

b. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

Council Member Pro Tem Hastings reported the following: announced an upcoming Clean Cities Coalition meeting at the Mission Inn, and the General Assembly meeting in Morongo on June 21 with a guest speaker Condoleezza Rice and encouraged everyone to attend; WRCOG received funding for AB 811 program, and the City will be given an update on how the program will be implemented

G.2 APPOINTMENT TO THE PLANNING COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

1. Appoint one (1) member for a term expiring March 31, 2013; or

MV00102143

2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Carlos Ramirez for a term expiring March 31, 2013 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co Approved by a vote of 5-0.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Rescind the action from the last meeting of adopting Resolution No.

MV00102144

2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Recommendation: That the RDA:
Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member Robin N. Hastings, s/Agency Member William H. Batey II
Approved by a vote of 5-0.

G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:
1. Receive and file this report; and

2. Approve two recommended mid-year appropriation adjustments, including the transfer of $150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer $190,000 ($157,000 from General Fund fund balance and $33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

MV00102145

G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, Deanna Reeder and Tom Jerele Sr.

Received and filed.

G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Marcia Amino
1. Land use and transportation planning
2. City Manager's salary
3. Car allowances

Pete Bleckert
1. Retirement benefits

Louise Palomarez
1. Audio for Council meetings
2. Rising Star program
3. Use of redevelopment money
4. Red light camera on Day Street

Tom Jerele Sr.
1. Commended public input
2. Red light camera on Day Street
3. Housing issues
4. Edgemont area potential
5. Graffiti at Sunnymead Boulevard area

Deanna Reeder
1. Public input at the Economic Development Subcommittee meetings
2. Requested information regarding Economic Development Subcommittee meetings
3. Public workshop in April
4. Council Member Co's Code Compliance case

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Attended the grand opening of Buffalo Wild Wings restaurant
2. Top five classes from the reading contest will go to a movie at Harkins Theatre on April 21; reading contest is a very successful program

Mayor Pro Tem Molina
1. Attended the Buffalo Wild Wings grand opening on Saturday; it is an indication that possibly the economy has bottomed out
2. On Saturday, went on a tour at Skechers given by Iddo Benzeevi; was very impressed with high technology; the tour, which is very informative, is open to the public

Council Member Co
1. Thanked everybody for participating in the Economic Development Subcommittee meetings
2. Stated that right now we are trying to do the best we can to allocate resources for the best possible results; we need jobs that provide good income; asked for input from the public

Council Member Hastings
1. Attended the Buffalo Wild Wings grand opening - was a standing room only; personally believes that the economy is turning around
2. Asked Community and Economic Development Director Barry Foster to report on the Small Business Development Center (SBDC) receiving an award; SBDC was recognized earlier this year as one of the top 10 SBDCs in the U.S.A and is the only one in California that received that designation; it is fantastic to have this facility in Moreno Valley to provide

MV00102147

assistance to small businesses
3. Congratulated Mayor Pro Tem Molina on bringing forward budget ideas; we need ideas to eliminate 14 million dollars budget deficit; asked the public to please forward any ideas to her; presented suggestions for reducing expenditures

Mayor Stewart
1. Stated that Buffalo Wild Wings received about 1300 job applications and hired about 110; there were long lines on the first day of opening
2. The Police Department made a fantastic arrest for an armed robbery; two people arrested committed about 20 commercial robberies; congratulated officers on fantastic work
3. Reiterated that Mayor's Award of Valor was presented to Rodrigo Murguia, David Westerhaus and Jimmy Zapata for their heroic action to save traffic collision victims from a burning car on November 17, 2010
4. All standing council subcommittee meetings are noticed and posted at least 72 hours before a meeting pursuant to the Brown Act

There being no further business to conduct, the meeting was adjourned at 9:56 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Stewart opened the agenda items for public comments; there being none, public comments were closed.

Closed Session was held in the City Manager's Conference Room, Second Floor, City Hall pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

MV00102148

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:13 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00102149

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month

2. Proclamation Recognizing Job's Daughter's Week

3. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
March 8, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Randy Metz	Fire Marshal
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director

MV00102151

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A.5 & A.6) and Deanna Reeder (Item A.8).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Beador;

3. Authorize the issuance a Purchase Order to Beador in the amount of $243,960.00 ($203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up

MV00102152

to but not to exceed the Purchase Order contingency of $40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - PHASE I (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of $2,410,400.00 (bid amount $2,096,000.00 plus 15% contingency of $314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of $314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of $1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;

3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of $1,729,200 ($1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute

MV00102153

any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of $288,200, subject to the approval of the City Attorney.

A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and

2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12 (Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and

2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange

MV00102155

Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Lori Stone, Executive Director of the March Joint Powers Authority, reported the following: the state legislators were asked to exempt military base reuse from redevelopment cuts; 30 million dollar bond sold two weeks ago will be used for the Van Buren interchange and U.S. vets project; the medical campus is moving forward; the final demolition of the tower is scheduled for March 28 at 10 a.m., invited

MV00102156

everybody to the celebration; about 12-13 buildings were demolished at this point; about 4000 new jobs were approved

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to appoint Amber Crothers, Thomas Andrew Owings and Mary E. "Meli" Van Nata for terms expiring March 31, 2015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and

MV00102157

Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

Resolution No. 2011-21

Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed $10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000; and

Resolution No. 2011-20

A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of Community Redevelopment Agency of the City of Moreno

MV00102158

Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of $22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, and Deanna Reeder.

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

MV00102159

Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE

MV00102160

CITY OF MORENO VALLEY (Report of: Community and Economic Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder and Pete Bleckert.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

MV00102161

Motion to Approve by m/Agency Member William H. Batey II, s/Vice Chairperson Jesse L. Molina
Approved by a vote of 5-0.

G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from William Crowel, Palm Desert Development Co representative.

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

Recommendation: That the RDA:
Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

Motion to Approve by m/Agency Member William H. Batey II,

MV00102162

s/Agency Member Robin N. Hastings
Approved by a vote of 5-0.

G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

G.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Community and Economic Director Barry Foster announced that the formatting of the agreement has been changed at the advice of the special legal counsel. The title is Conditional Commitment Letter Agreement among the Moreno Valley Redevelopment Agency, the City of Moreno Valley, and Rancho Belago Developers, Inc. Staff is recommending approval of the agreement with Rancho Belago Developers, Inc.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

MV00102163

Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

Motion to Approve by m/Agency Member William H. Batey II, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Daryl Terrell
1. Establishing a business utility user's tax rebate program to promote jobs; submitted an ordinance for public records

Ron Swaim
1. Code enforcement issue - RV blocking public right of way

Alicia Napper
1. Rising Stars Charter School's concerns

Louise Palomarez
1. Redevelopment money
2. Street lights on Hemlock Street between Pigeon Pass and Heacock

George Merendon
1. "In God We Trust" motto

Joe Teague
1. Problems with Day Street project

Thom Morales
1. Announced that fundraiser concert by Valley View High School Wind Ensemble will be held on March 19; invited residents to attend it

Harold Anderson
1. "In God We Trust" motto

Louis Boldue
1. "In God We Trust" motto

Dolores Baisden
1. Upcoming concert at Valley View High School

Pete Bleckert
1. Redevelopment money
2. Flood Control channel
3. Congratulated the Finance Director for streamlining CalCards

Deanna Reeder
1. Planning Commission appointments

Paul Wilkinson
1. Kiwanis Club

MV00102165

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey

1. Represented the City at the Perris Chamber of Commerce Centennial Gala for the anniversary celebration for the City and the Chamber
2. Was invited to speak at the National Congress of Black Women; it is nice to have the Inland Empire Chapter headquarter in Moreno Valley

Mayor Pro Tem Molina

1. Stated that at the last Economic Development Subcommittee meeting, the issue of Moreno Valley not being a business-friendly city and the needs and concerns of businesses were addressed; the City is working toward the goal of making Moreno Valley the most business-friendly city; any ideas are always welcomed
2. Stated that he is happy to see that so many people support "In God We Trust"; the item is scheduled for a study session
3. Thanked everyone for participating in council meetings, for their concerns about the City and working toward the betterment of the City

Council Member Co

1. Thanked everybody for coming to the council meeting; one of the reasons the City is improving is that the residents are presenting the problems to the City; this is the only way the problems can be resolved; asked residents to please contact him
2. Regarding residents asking to vote for "In God We Trust" - stated that he does not see any problem with voting to support it; thanked residents for coming in and asking to do something in that respect
3. Asked residents to contact him with any idea to help the City to move forward; the City needs residents' input

Mayor Stewart

1. Agreed with Council Member Co on the public's input; acknowledged that people take time to read agendas; a small number of people come to the council meetings, but many residents contact council members by e-mails and phone; asked to keep up the input
2. The March Air Force Reserve is getting 12 brand new Boeing 767 tankers
3. Was invited to speak at the Junior ROTC Military Ball at Canyon Springs High School; a very fine event
4. Addressed a speaker's comments regarding responding to public concerns during a council meeting - when a public member raises an issue, the Council responds right a way during the meeting, if possible; if not, a staff person will contact the person usually the next day; getting clarification on the issue and responding as soon as possible is beneficial

MV00102166

for everyone, including residents watching at home
5. Demolition of the last hospital building at March Air Reserve Base is scheduled for March 28, at 10 a.m.; the public can witness it

Council Member Hastings
1. Commended staff for responding to a very difficult situation with the RDA; hopes that we are going to prevail; it's great to see staff being innovative and creative and trying to protect the tax increment money that was placed there for a specific purpose
2. Is looking forward to attend a concert at Valley View High School
3. Will be back in California Thursday afternoon

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:21 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

MV00102167

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter - Officer Michael Koehler

2. Officer of the Year - Officer Jonathan Bodnar

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
February 22, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
Chad Bianco	Lt. Detectives
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community & Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

MV00102169

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A.4 & A.10), Deanna Reeder (time limit for public comments on consent calendar and study session items; Item A.5, A.7, A.8 & A.11), and Daryl Terrell (Item A.10, thanked for clarification).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of February 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR DECEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-16, approving the Check Register for the month of December, 2010 in the amount of $8,598,598.73.

Resolution No. 2011-16

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of December, 2010

A.5 ACCEPTANCE OF SOUTHERN CALIFORNIA EDISON LOCAL GOVERNMENT STRATEGIC PLAN GRANT (Report of: Community & Economic Development Department)

Recommendation:

Approve Resolution No. 2011–17 to accept the Southern California Edison Local Government Strategic Plan Grant and authorize the Financial and Administrative Services Director to create the necessary budgetary appropriations for the Grant.

Resolution No. 2011-17

Resolution of the City Council of the City of Moreno Valley to accept the Southern California Edison Local Government Strategic Plan Grant and authorizing the Financial and Administrative Services Director to create the necessary budgetary appropriations for the grant

A.6 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED DECEMBER 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy

A.7 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and

2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.8 ACCEPTANCE OF DONATION IN THE AMOUNT OF $13,475 BY THE MORENO VALLEY FRIENDS OF THE LIBRARY FOR THE MORENO VALLEY PUBLIC LIBRARY (Report of: Library Services Department)

Recommendation:
Accept a monetary donation from the Moreno Valley Friends of the Library in the amount of $13,475.

A.9 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:
Approve the grant application and authorize acceptance (if awarded) of the California Office of Traffic Safety grant in the amount of $204,581.24,

entitled "DUI Enforcement and Awareness Program."

A.10 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of $28,200, subject to the approval of the City Attorney;

2. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from February 2011 to April 2011; and

3. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 PA07-0090 – APPROVAL OF AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 3, LINE D, LINE D-5, LINE D-6, AND LINE F SINCLAIR STREET STORM DRAIN, ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND HF LOGISTICS-SKX T1, LLC, HF LOGISTICS-SKX T2, LLC, HIGHLAND FAIRVIEW PARTNERS I, HIGHLAND FAIRVIEW PARTNERS II, HIGHLAND FAIRVIEW PARTNERS III, AND HIGHLAND FAIRVIEW PARTNERS IV, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET, DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to the Cooperative Agreement between Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and HF Logistics-SKX T1, LLC, HF Logistics-SKX T2, LLC, Highland Fairview Partners I, Highland Fairview Partners II, Highland Fairview Partners III, and Highland Fairview Partners IV for Moreno Master Drainage Plan Line F, Stage 3, Line D,

MV00102172

Line D-5, Line D-6, and Line F Sinclair Street Storm Drain improvements; and

2. Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement contingent upon the Developer providing the City with an executed version of the Amendment No. 1 from the County Board of Supervisors.

A.12 A RESOLUTION IN SUPPORT OF A HIGH SPEED RAIL ALIGNMENT ALONG THE I-215 CORRIDOR NEAR MARCH AIR RESERVE BASE AND THE DOWNTOWN SAN BERNARDINO TRANSIT CENTER (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-18 in support of a High Speed Rail (HSR) alignment along the I-215 corridor near March Air Reserve Base (MARB) and the Downtown San Bernardino Transit Center.

Resolution No. 2011-18

A Resolution of the City Council of the City of Moreno Valley, California, Supporting a High Speed Rail Alignment Along the I-215 Corridor with Stations near March Air Reserve Base and the Downtown San Bernardino Transit Center

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 APPROVE RE-APPROPRIATION OF FUNDS AND AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH HILLCREST CONTRACTING, INC. FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (ITEM ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation: That the RDA:

1. Re-appropriate $232,000 from Account No. 897.91728 (SR-60 / Nason Street Overcrossing Bridge) to Account No. 897.91724 (Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue);

2. Authorize a Change Order to increase the Purchase Order with Hillcrest Contracting, Inc., in the amount of $192,000 for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724); and

3. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Change Order to the Purchase Order for Hillcrest Contracting, Inc. on behalf of the Community Redevelopment Agency.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF FEBRUARY 8, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

MV00102174

E. PUBLIC HEARINGS

E.1 PROPOSED AMENDMENT TO THE GENERAL PLAN HOUSING ELEMENT (PA08-0053) AND ADOPTION OF RESOLUTION NO. 2011-19 (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Adopt Resolution No. 2011-19 approving PA08-0053; an amendment of the City of Moreno Valley General Plan Housing Element.

Resolution No. 2011-19

A Resolution of the City Council of the City of Moreno Valley, California, Approving PA08-0053: An Amendment of the City of Moreno Valley General Plan Housing Element

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Susan Gilchrist (opposes), Stephen Crews (opposes), and Deanna Reeder (opposes part of it and supports part).

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

RECESS;
RECONVENED

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that Recreation Center, bank, liquor store and theater at the old base area have been demolished and the hospital demolition will take place in about two weeks; 85 percent of the buildings will be recycled. The March JPA will receive about 8 million dollars for RDA bonds, part of which will be used for U.S. vets and Van Buren interchange.

G.2 APPOINTMENT TO THE ACCESSIBILITY APPEALS BOARD AND TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

MV00102175

(Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

   Appoint Alvin C. Horn to the Accessibility Appeals Board as Construction Representative with a term expiring June 30, 2011;

2. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or

3. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

Mayor Stewart opened the agenda item for public comments, which were received from Joseph Brooks.

Motion to appoint Alvin C. Horn to the Accessibility Appeals Board with a term expiring June 30, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to appoint Joseph E. Brooks to the Environmental and Historical Preservation Board with a term expiring June 30, 2012 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.3 SUBSTANTIAL AMENDMENT #1 TO THE FY 2010-2011 CDBG ANNUAL ACTION PLAN, THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:
Review and adopt the proposed 2010-11 CDBG Annual Action Plan Substantial Amendment #1, the Neighborhood Stabilization Program 3 grant application, and authorize the City Manager to reallocate grant funds between HUD-approved NSP3 grant activities.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

MV00102176

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Susan Gilchrist
1. Housing element
2. Jobs/housing ratio
2. E-verifying for warehouse employment and low-income housing

V. Stephan
1. Complimented the City Manager for his vision
2. Community development and transparency
3. Bringing arts to the City and bringing the community together

Daryl Terrell
1. Reforms and transparency of government - submitted an ordinance for good government

Stephen Crews
1. Burglaries at the Stater Bros center on Moreno Beach

Pete Bleckert
1. Street lights; electric companies
2. Driveways on Sunnymead Blvd.

Deanna Reeder
1. How things are getting done in Moreno Valley
2. Public's participation

MV00102177

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Mayor Pro Tem Molina
1. Stated that the city manager has a vision and a plan to bring jobs to the City; we need to start changing the way we bring the business to the City and to increase public's input
2. Is willing to work with the council members; the sooner we start working the better
3. Thanked everyone for coming to the Council meetings and voicing opinion

Council Member Batey - no comments

Council Member Hastings
1. Thanked Deanna Reeder and Susan Gilchrist for their input
2. Stated that she supports change and that we need to move forward; job to housing ratio is horrible, and the city has to compete with other cities trying to get the same jobs; listed several projects that are bringing jobs to the City, including March LifeCare, Allied Health Sciences, expansion of Riverside County Regional Medical Center and Kaiser, Skechers project and retails stores; emphasized that the City has to be aggressive in bringing the jobs and dealing with foreclosed houses
3. Stated that she has a duty to live up to what she believes is right and cannot agree all the time with other council members

Council Member Co
1. Believes that we are on the right track; the City Manager is presenting an outline how to bring jobs, and the details will be worked out later; we have a lot of housing, but not jobs; therefore, we need to concentrate on attracting jobs, as housing doesn't have revenue tax base; jobs are important to the people in Moreno Valley; asked the residents for support
2. Asked to work together towards the goal of bringing more business and revenue to the City
3. Inquired about signs for Skechers that were approved by the City Council - signs are not posted yet; Skechers is progressive and bringing a lot of jobs

Mayor Stewart
1. Responded to speaker's comments about public's input on consent calendar and study sessions - explained that study sessions are only for discussion and presenting ideas, not for action; consent calendar items are non-controversial and can be pulled for a separate action
2. Regarding jobs - we have the potential with March LifeCare, with Moreno Valley college partnering with Allied Health Sciences, with

MV00102178

Riverside County Regional Medical Center and with Kaiser- we are looking at a strong presence of medical-related jobs - it is good for our community and we are looking forward to

3. Announced that a free concert will be held this Thursday at 7 p.m. at the Conference and Recreation Center

4. Responded to speaker's comments regarding Edison - worked with Edison, and Edison is a great company; the City has own utility for a variety of reasons

5. Regarding public's input - meetings are televised and live-streamed; the council members receive a lot of letters; the input and interaction with people is important; encouraged citizens to e-mail council members any ideas

7. Planning goals workshop is scheduled to be held soon

8. On February 23, Planning Commission interviews will be held for three Planning Commission openings; announced that Planning Commissioner Michael Geller is resigning effective February 25; the vacancy is being advertised

9. Stated that last Saturday, while visiting Skechers; noticed a lot of construction workers working; the company is highly automated, modern, and technologically advanced; the project includes, besides a warehouse, corporate headquarters, offices and a retail store; a suggestion was made to set up a joint training and recruiting for the highly technical positions between Sketchers and Moreno Valley college

CLOSED SESSION

Canceled

MV00102179

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:29 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00102180

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 26, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Public Works Week

2. Proclamation Recognizing Mental Health Month

3. Presentation of Boy Scouts of America District Award of Merit to Council Member Robin N. Hastings

4. Proclamation Recognizing Child Abuse Prevention Month

5. Letter of Commendation Recognizing Sarah King

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
April 26, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Hastings

INVOCATION

Mayor Stewart
abdul = marshal

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative
Robert Hansen	Services Director
Michelle Dawson	City Attorney
John Anderson	Acting Assistant City Manager
Chris Vogt	Police Chief
Barry Foster	Public Works Director
Sonny Morkus	Community and Economic
Paula Smus	Development Director

MV00102182

Mike McCarty	Human Resources Director Acting Library Services Division Manager Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (Item A2: deficit reduction plan) and Stephen Rogers (representing Anti-Corruption Team; Item A7).
AGENDA ORDER
G2, G3 first

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 6-19, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-34, approving the Check Register for the month of February, 2011 in the amount of $10,858,661.77.

MV00102183

Resolution No. 2011-34

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of February, 2011

A.5 APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN LINES H, H-1A, AND H-5 IN CONNECTION WITH THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS - PROJECT NO 09-89791726 (Report of: Public Works Department)

Recommendation:

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements;

2. Authorize the City Manager to execute the "Cooperative Agreement" upon concurrence by the District;

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney; and

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

A.6 ART LOAN POLICY (Report of: City Manager's Office)

Recommendation:
Adopt the Art Loan Policy.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street

MV00102184

improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard;

2. Authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements;

3. Approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements;

4. Authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group; and

5. Authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties.

A.8 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2012-2016 (Report of: Public Works Department)

Recommendation:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016;

2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016; and

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process.

A.9 RESOLUTION NO. 2011-35 A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AND THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA REGARDING THE REDISTRICTING OF THE RIVERSIDE COUNTY SUPERVISORIAL DISTRICTS (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2011-35, a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts.

Resolution No. 2011-35

A Joint Resolution of the City Council of the City of Moreno Valley, California, and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-06 to amend General Management Policy #2.30, Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-06

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

B.4 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE)

MV00102186

SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-07 to amend General Management Policy #2.41, Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-07

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Continue Items A2, B2, C2 and D2 to the next meeting by m/William H. Batey II, s/Jesse L. Molina
Approved by a vote of 4-0-1, Marcelo Co absent.
Motion to Approve Joint Consent Calendar Items A1 through D2, as amended (Item A7 - the correct number on the agreement is $172,016, which is consistent with the staff report) contract amount $172,016) by m/William H. Batey II, s/Jesse L. Molina

MV00102187

Approved by a vote of 4-0-1, Marcelo Co absent.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2011-12; and

2. Adopt Resolution No. 2011-36, approving the Fee Schedule for FY 2011-12.

Resolution No. 2011-36

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2011-12 and Repealing Prior Resolutions that may be in Conflict

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.
Motion to Approve as amended to include dog license fees by m/Robin N. Hastings, s/William H. Batey II
Approved by a vote of 4-0-1, Marcelo Co absent.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

1. After conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066;

   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

MV00102188

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 486-240-009, 297-170-005, and 297-170-066.

2. Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Pozgaj Frank & Maria Family Trust—APN 486-240-009;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 486-240-009.

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.
Motion to Approve direct clerk by m/William H. Batey II, s/Jesse L. Molina
Approved by a vote of 4-0-1, Marcelo Co absent.
The City Clerk announced the results:
APN 486-240-009, NPDES, "Yes," passes
APN 297-170-005, NPDES, Yes
APN 297-170-066, NPDES - Yes
06 Yes
Motion to Approve by m/William H. Batey II, s/Jesse L. Molina
Approved by a vote of 4-0-1, Marcelo Co absent.
Motion to Approve direct by m/William H. Batey II, s/Jesse L. Molina
Meeting Paused
Approved by a vote of 4-0-1, Marcelo Co absent.
Meeting Resumed
The City Clerk announced the results
APN 486-240-009, Zone M, Yes
Motion to Approve by m/William H. Batey II, s/Jesse L. Molina

MV00102189

Approved by a vote of 4-0-1, Marcelo Co absent.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

continued

G.2 ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Review and provide direction on an Economic Development Action Plan; and

2. Consider the sequencing and funding of Capital Improvement Program projects.

Mayor Stewart opened the agenda item for public comments, which were received from Glenn Moss, Radene Ramos Hiers, Chris Carlson, Christopher Baca, Doug Whitney, Deanna Reeder, Victoria Baca, Jim Jernigan, Kenny Bell, Oscar Valdepena, Steven Figueroa, Librada Murillo, Pete Bleckert, Alicia Espinoza, Raul Wilson, Louise Palomarez, Mark Knorringa, Anthony Fabelo, Marcia Amino, Frank Wright, Tom Jerele Sr, Joe Zmudosky, Ray Baker, and Adolf Kruger.
Motion to Approve Economic Development Action Plan and resequence the funding of Capital Improvement Program project by m/Jesse L. Molina, s/Marcelo Co
Approved by a vote of 5-0.

G.3 REGIONAL ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM (RICK BISHOP, WRCOG EXECUTIVE DIRECTOR AND BARBARA SPOONHOUR, PROGRAM MANAGER) (PowerPoint Presentation - (Informational Oral Presentation - not for Council action)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.
No action required.

MV00102190

G.4 ENTER INTO A CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE PROPOSITION 49 ASES GRANT AFTER SCHOOL PROGRAM (Report of Parks and Community Services Department)

Recommendation: That the CSD:
Authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Proposition 49 state-funded ASES after school grant program, as outlined within the document.

Mayor Stewart opened the agenda item for public comments, which were received from Shannon Morehouse, and Courtney Davis.
Motion to Approve to authorize the City Manager in his capacity as the executive director of the CSD to enter into a contract by m/Jesse L. Molina, s/Robin N. Hastings
Approved by a vote of 3-1, William H. Batey II opposed-1, Marcelo Co absent.

G.5 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2010 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:
Receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2010.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.
Motion to receive and file by m/William H. Batey II, s/Jesse L. Molina
Approved by a vote of 4-0-1, Marcelo Co absent.

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

MV00102191

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

Tom Jerele, Sr.
1. Public debate - healthy democratic process
2. Skechers project

Chris Baca
1. Nason Street overpass

Courtney Davis (representing Moreno Valley College)
1. Hands Across Moreno Valley College - advocating for education and asking the City to contribute to scholarship fund

Marcia Amino
1. Deficit reduction plan
2. Car allowances
3. Planning Commission stipends

Cesar Torres
1. Hands Across California - Raising funds for college scholarship

Kenny Bell
1. Wider broadcast of council meetings

Deanna Reeder
1. Budget; deficit reduction fund

Radene Hiers
1. Developers need to pay their share of cost
2. Contamination with chemicals/Clean up; concerned about safety of residents

Louise Palomarez
1. Red light cameras on Day Street

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Council and staff have to make some tough budget decisions. Instead of

MV00102192

criticizing the council for the decisions, speakers should offer suggestions to solve deficit problem
2. Reading contest is completed - Five classes were taken to Harkins Theatre to see movie "Rio"; thanked Harkins for their hospitality; The top twenty readers, top two readers and persons helping with the program will be honored on May 10; congratulated all the kids who participated for the great job

Mayor Pro Tem Molina
1. Last Saturday participated in Relay for Live with Chief; encouraged everybody to participate; this kind of event brings the community together

Council Member Hastings
1. Thanked Chief Whittemore, von Lucas and Dean Palmer for the award presented on behalf of the Boy Scouts; it?s an honor to be associated with such an organization as Boy Scouts of America; they are a fine group of people who donate a lot of time, energy and committment to further this program
2. Congratulated Mark Sambito who was honored as the Reserve Deputy of the Year by the Riverside County Sheriff?s Department; Moreno Valley police officers were recognized very frequently, and this is reflected in the lowest crime statistics we have ever had in the City; the Council did an outstanding job to reduce crime; thanked the Police Department on behalf of Moreno Valley residents

Mayor Stewart
1. Responded to speaker?s comments - clarified that the fire engine didn?t belong to him, and he paid money to run the fire engine in the parades and events; eventually he bought it and donated it to the Fire Museum
2. Everyone has right to criticize and disagree with others, but need to show respect and civility; use of bad language will not be tolerated
3. Last week, was in Michigan to attend his mother-in-law?s funeral; it was very stressful

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at ____ p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

MV00102194

PLANNING COMMISSIONERS

RAY L. BAKER
Vice-Chair

RICHARD DOZIER
Commissioner

GEORGE SALAS, JR.
Commissioner

AMBER CROTHERS
Commissioner

THOMAS A. OWINGS
Commissioner

CARLOS RAMIREZ
Commissioner

MELI VAN NATTA
Commissioner

PLANNING COMMISSION AGENDA

May 12, 2011

PLANNING COMMISSION MEETING – 7:00 P.M.

CITY OF MORENO VALLEY
City Hall Council Chambers
14177 Frederick Street
Moreno Valley, California 92553

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC ADVISED OF THE PROCEDURES TO BE FOLLOWED IN THE MEETING

(ON DISPLAY AT THE REAR OF THE ROOM)

COMMENTS BY ANY MEMBER OF THE PUBLIC ON ANY MATTER WHICH IS NOT LISTED ON THE AGENDA AND WHICH IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COMMISSION

The City of Moreno Valley complies with the Americans with Disabilities Act of 1990. If you need special assistance to participate in this meeting, please contact Mel Alonzo, ADA Coordinator at (951) 413-3027 at least 48 hours prior to the meeting. The 48-hour notification will enable the City to make arrangements to ensure accessibility to this meeting.

NON-PUBLIC HEARING ITEMS

1. Recognition of Former Planning Commissioners:
Michael Geller, 14 Years of Dedicated Service
Rick De Jong, 9 Years of Dedicated Service
Maria Marzoeki, 8 Years of Dedicated Service

2. PA11-0017 - Fiscal Year 2011-2012 Capital Improvement Plan Conformance with General Plan

Recommendation: That the Planning Commission make a finding that the Fiscal Year 2011-2012 Proposed Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan.

PUBLIC HEARING ITEMS

1.

Case Number:	PA10-0035
Case Description:	PA10-0035 Amendment to Municipal Code for Water Quality requirements.
Case Type:	Municipal Code Amendment
Applicant:	City of Moreno Valley
Owner:	City of Moreno Valley
Representative:	City of Moreno Valley
Location:	City Wide
Proposal:	The proposed amendment is an update to the City's Municipal Code to implement new design standards to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit which is designed to minimize impacts from new development as well as redevelopment projects discharging urban waters entering Waters of the U.S. from municipal separate storm sewer systems which is regulated under the National Pollutant Discharge Elimination System (NPDES) permit.
Case Planner:	Julia Descoteaux

Recommendation: **APPROVE** Resolution No. 2011 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 (Municipal Code Amendment); and,
2. **RECOGNIZE** that PA10-0035 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

2. Case Number: P11-029

Case Description: Amendment to Aquabella Development Agreement

Case Type: Development Agreement Amendment

Applicant: Highland Fairview

Owner: Moreno Valley Properties

Representative: Wayne Peterson

Location: NEC Lasselle Street and Cactus Avenue

Proposal: Amendment to Aquabella Development Agreement to remove Planning Area 2 (portion of Parcel 486-280-045).

Case Planner: John C. Terell, AICP

Recommendation:

APPROVE Resolution No. 2011-14 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that P11-029 is exempt from the California Environmental Quality Act as the First Amendment would not result in substantial changes to the Aquabella Development Agreement necessitating additional environmental review; and,

2. **APPROVE** P11-029, a First Amendment to the Aquabella Development Agreement to remove Planning Area 2, a 13.2-acre parcel at the northeast corner of Cactus Avenue and Lasselle Street.

3. Case Number: P08-133
PA08-0097
PA08-0098
PA09-0022
PA10-0017

Case Description: Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Case Type: Environmental Impact Report
Plot Plan with hearing for a 937,260 square foot warehouse building on 55 acres
Zone Change from Business Park (BP) to Light Industrial (LI)
Tentative Parcel Map No. 36207
Municipal Code Amendment to Section 9.05

Applicant: Ridge Rancho Belago, LLC

Owner:	Ridge Rancho Belago, LLC
Representative:	Inland Empire Development Services
Location:	South side of State Route 60, on the north side of Eucalyptus Avenue, approximately 650 feet west of Redlands Boulevard.
Proposal:	West Ridge Commerce Center project for a 937,260 square foot warehouse distribution building on a 55-acre site. Approval of this project requires adoption of a Zone Chanage from the BP to LI and a Municipal Code Amendment to require a buffer in the LI zone between warehouses of 50,000 square and larger and adjacent Residential districts. Tentative Parcel Map No. 36207 is required to combine the multiple parcels of the project site into a single parcel. This project also requires certification of an Environmental Impact Report.
Case Planner:	Jeff Bradshaw

Recommendation: **ADOPT** Resolution No. 2011-13 and thereby **RECOMMEND** that the City Council:

1. **APPROVE AND CERTIFY** that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Exhibit A) has been completed in compliance with the California Environmental Quality Act; and,

2. **APPROVE** PA08-0097 (Zone Change) for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit B; and,

3. **APPROVE** PA10-0017 (Municipal Code Amendment) to provide for setbacks and buffering of warehouse/industrial building from adjacent residential zones as shown on Exhibit C; and,

4. **APPROVE** PA08-0097 (Plot Plan), subject to the attached conditions of approval included as Exhibit D; and,

5. **APPROVE** PA09-0022 (Tentative Parcel Map No. 36207), subject to the attached conditions of approval included as Exhibit E.

OTHER BUSINESS

1. Denial Resolution: PA10-0022 (Municipal Code Amendment - Dark Sky)

Recommendation: **APPROVE** Resolution No. 2011-10, recognizing that any proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and **RECOMMEND** to City Council the **DENIAL** of proposed Municipal Code amendments to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.

2. Election of Officers

STAFF COMMENTS

PLANNING COMMISSIONER COMMENTS

ADJOURNMENT

PLANNING COMMISSION STAFF REPORT

Case:	PA11-0017 - Fiscal Year 2011-2012 Capital Improvement Plan Conformance with General Plan
Date:	May 12, 2011
Applicant:	City of Moreno Valley
Representative:	Public Works Department
Location:	Various Locations Throughout the City of Moreno Valley
Proposal:	Make a Finding that the Fiscal Year 2011-2012 Proposed Capital Improvement Plan is in Conformance with the City of Moreno Valley's General Plan
Redevelopment Area:	Yes, For Some Projects
Recommendation:	Approval

SUMMARY

City staff produces an updated Fiscal Year 2011-2012 Proposed Capital Improvement Plan, which is brought annually before City Council for approval and to make a finding that the document is consistent with AB 1600, the California Mitigation Act. The document also is brought annually before the Planning Commission to make a finding that the plan is in conformance with the City of Moreno Valley's General Plan.

PROJECT DESCRIPTION

Background

The intent of the Fiscal Year 2011-2012 Proposed Capital Improvement Plan is to identify the various capital improvements and funding over the next fiscal year and establish a capital improvement plan over the next five years and beyond, to buildout, as referred to in general plan use and circulation plans. The document has been grouped by categories, by fund, and has a detailed project sheet for every project that is requesting carry over funds or new funds for the fiscal year 2011-2012. All of the capital improvements were provided with an estimate of total project cost and anticipated fiscal year of construction. This plan also focuses on establishing funding sources and the availability of funds during the anticipated fiscal year of construction.

The document is designed to be a five year rolling document that will be revised annually as part of the budget adoption process. The Fiscal Year 2011-2012 Proposed Capital Improvement Plan begins with the capital budget year 2011-2012 and extends to the "Plan 2015-2016 and Beyond." All projects listed in the "Plan 2015-2016 and Beyond" time frame are typically unfunded and will be brought forward as the community needs arise.

Description

The streets listed in the Fiscal Year 2011-2012 Proposed Capital Improvement Plan and all of the traffic signals are consistent with the General Plan. The parks projects listed meet the three acre per one thousand population standard set forth in the General Plan, as well as the Library's square foot per capita, and Fire Station response time document.

REVIEW PROCESS

Staff has had numerous meetings with all City Departments in an effort to prepare a complete Capital Budget and Fiscal Year 2011-2012 Proposed Capital Improvement Plan. This document, if approved by the Planning Commission, is tentatively scheduled to be presented to the City Council on June 14, 2011 for adoption as part of the City's Fiscal Year 2011-2012 Budget.

ENVIRONMENTAL

The proposal is not a "project" as defined under the California Environmental Quality Act (CEQA) in that the proposal is a fiscal activity that would not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment. (Section 15378(b) (4) of the CEQA Guidelines).

NOTIFICATION

Publication of the Planning Commission Agenda.

STAFF RECOMMENDATION

That the Planning Commission make a finding that the Fiscal Year 2011-2012 Proposed Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan.

Prepared by:

Larry Gonzales
Senior Engineer, P.E.

Approved by:

Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

John C. Terell, AICP
Planning Division Manager/Planning Official

ATTACHMENT: Fiscal Year 2011-2012 Proposed Capital Improvement Plan, Projects Listed by Category

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

SUMMARY BY CATEGORY

Category	Carryover FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
STREET IMPROVEMENTS	19,268	8,832	35,434	75,878	62,890	638,803	**841,105**
BRIDGES	18,865	-	-	-	-	100,244	**119,109**
BUILDINGS	9,165	98	1,566	2,462	5,306	236,912	**255,509**
DRAINAGE, SEWERS, AND WATERLINES	270	-	-	230	3,083	34,852	**38,435**
ELECTRIC UTILITY	136	1,025	-	2,000	5,507	4,388	**13,056**
LANDSCAPING	-	-	120	120	120	120	**480**
PARKS	3,335	725	3,509	805	660	322,631	**331,665**
TRAFFIC SIGNALS	970	670	1,593	890	30	42,665	**46,818**
UNDERGROUND UTILITIES	213	-	-	-	-	2,801	**3,014**
TOTAL BY CATEGORY	**52,222**	**11,350**	**42,222**	**82,385**	**77,596**	**1,383,416**	**1,649,191**

Attachment 1

MV00102203

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
Auto Mall Street Upgrades	Roadway construction, including signage	07	897	91725	RDA 2007 TABS	510						510
Bicycle Lane	Construct missing bike lanes (Project completed)	08	125	65320	Measure "A"							0
Boeing Street and McDonnel Street Sidewalks / Bay Avenue to Vought Street	Sidewalk improvements (Project completed)	09	283	68728	CDBG 08/09							0
Citywide Sidewalks and Access Ramps	Install sidewalk and access ramps	10	122	72227	SCAG Article 3	150						150
Cottonwood Avenue / Perris Boulevard to 650 Feet East of Perris Boulevard	Interim street widening improvements	11	416	78528	DIF Arterial Streets		305					305
Day Street Improvements / Alessandro Boulevard to Cottonwood Avenue	Design, R/W, and construction	12	897	91724	RDA 2007 TABS	391						391
Day Street Widening / Eucalyptus Avenue to 660 Feet North	Street widening improvements	13	892	80030	RDA Capital Projects	315						315
Dracaea Avenue Sidewalk / Morrison Street to Mascot Lane	Sidewalk improvements	14	125	67129	Measure "A"							0
			125	67129	Measure "A" (SR2S)	48						48
Dracaea Avenue / Perris Boulevard to Patricia Street	Street improvements	15	285	New	CDBG 10/11		670					670
Heacock Street Improvements / Hemlock Avenue to Ironwood Avenue	Street improvements	16	416	78827	DIF Arterial Streets	345						345
Indian Street / Alessandro Boulevard Sidewalk Improvements	Sidewalk improvements (Projected completed)	17	125	82828	Measure "A"							0
			125	82828	Measure "A" (SR2S)	2						2

MV00102204

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Indian Street Bicycle Lanes / Iris Avenue to Katrina Street	Install bicycle lanes	18	125	56331	Measure "A"	14						14
			125	56331	BTA Award	130						130
Ironwood Avenue Improvements / Day Street to Barclay Drive	Street, storm drain, and traffic signal	19	897	91727	RDA 2007 TABS	724						724
			414	80422	EMWD							0
Ironwood Avenue / Heacock Street to Perris Boulevard	Street improvements and SCE powerpole relocation	20	415	70227	TUMF Capital Projects							0
			416	78727	DIF Arterial Streets		1,550					1,550
			501	82625	2005 Lease Revenue Bonds							0
Lasselle Street / John F. Kennedy Drive to Alessandro Boulevard	Street widening improvements	21	501	82725	2005 Lease Revenue Bonds							0
Perris Boulevard Southbound Lane to SR-60 Westbound On-Ramp	Westbound SR-60 on-ramp widening	22	125	66627	Measure "A"	252						252
Pigeon Pass Road Widening / Climbing Rose Drive to North City Limits	Street widening improvements (Project completed)	23	125	67428	Measure "A"							0
			416	78725	DIF Arterial Streets							0
Sheila Street Sidewalk / Filaree Avenue to Gentian Avenue	Construct sidewalk along the west side of Sheila Street (Project completed)	24	282	68627	CDBG 07/08							0

MV00102205

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
SR-60 / Nason Street Interchange	Interchange improvements	25	125	89720	Measure "A"	446						446
			125	66929	Measure "A" (Fed. Demo Funds)	2,657						2,657
			125	66930	Measure "A" (Demo Toll Credit)	664						664
			125	67029	Measure "A" (STPL (Const))	4,941						4,941
			125	67030	Measure "A" (STPL Toll Credit)	637						637
			418	83630	DIF Interchange (211)	1,740						1,740
Sunnymead Boulevard / Frederick Street to Perris Boulevard	Aesthetic enhancements to increase economic activity (Project completed)	26	125	67128	Measure "A" (TE Grant)							0
			501	82125	2005 Lease Revenue Bonds	10						10
			892	80221	RDA Capital Projects	10						10
Temco Street Sidewalk / Boeing Street to Pan Am Boulevard	Sidewalk improvements (Project completed)	27	283	68428	CDBG 08/09							0
Vought Street Sidewalk / Boeing Street to Pan Am Boulevard and Boeing Street Sidewalk / Vought Street to Temco Street	Sidewalk improvements (Project completed)	28	283	68528	CDBG 08/09							0
Total Funded Projects						**13,986**	**2,525**	**0**	**0**	**0**	**0**	**16,511**

MV00102206

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Partially Funded Projects	**Project Description**	**Page #**	**Fund Source**	**Account Number**	**Fund Description**	**Carryover to FY 11/12**	**New Request FY 11/12**	**Plan FY 12/13**	**Plan FY 13/14**	**Plan FY 14/15**	**Plan FY 15/16 & Beyond**	**Grand Totals**
Annual ADA Compliant Curb Ramp Upgrades	Upgrade existing non-ADA compliant curb ramps	29	125	66629	Measure "A"	100	200					300
			125		Unfunded			200	200	200	200	800
Box Springs Road / West of Clark Street to Day Street	Street improvements (Project on hold)	30	415	72928	TUMF Capital Projects							0
			416		Unfunded			922	1,999			2,921
Cactus Avenue Eastbound 3rd Lane Improvements / I-215 to Veterans Way	Street improvements	31	416	78527	DIF Arterial Streets	14						14
			416		Unfunded				1,460			1,460
Cactus Avenue Eastbound 3rd Lane Improvements / Veterans Way to Heacock	Street improvements	32	416	83328	DIF Arterial Streets	3						3
			416		Unfunded				2,610			2,610
Cactus Avenue / Lasselle Street to Nason Street	Street improvements	33	125	New	Measure "A"		2,300					2,300
			UNF		Unfunded (SLPP Grant)			1,000				1,000
			UNF		Measure "A"			800				800
			UNF		Corporate Yard DIF			2,500				2,500
			UNF		RDA Tax Incr.			2,000				2,000
			UNF		General City Capital Project			300				300

MV00102207

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Citywide Annual Pavement Resurfacing Program	Overlay various streets citywide	34	125	56330	Measure "A"		1,650					1,650
			225	68722	Traffic Congestion Relief							0
			226	79728	Proposition 1B							0
			125		Unfunded			1,250	1,250	1,250	1,250	5,000
Citywide Annual Pavement Resurfacing Program	Supplemental Description	35										0
Heacock Street Sidewalk / Atwood Ave to Myers Ave (Phase 1-Interim Improvements and Phase 2-Ultimate Improvements)	Street improvements	36	125	56333	Measure "A"		200					200
			125		Unfunded						1,185	1,185
Heacock Street / Perris Valley Storm Drain Lateral "A" to Cactus Avenue	Street improvements	37	415	70127	TUMF Capital Projects							0
			416	78825	DIF Arterial Streets	2						2
			415		Unfunded				3,200			3,200
			416		Unfunded				354			354
			417		Unfunded				270			270

MV00102208

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Heacock Street / San Michele Road to Perris Valley Storm Drain Lateral "A"	Street improvements	38	415	72827	TUMF Capital Projects	48	179					227
			415		Unfunded				2,554			2,554
Heacock Street South Extension	Street extension improvements	39	125	66729	Measure "A"	14	130					144
			415		Unfunded			300	1,200			1,500
Indian Street / Manzanita Avenue Intersection Reconfiguration	Configure street intersection	40	125	56334	Measure "A"		25	75				100
Ironwood Avenue / Perris Boulevard to Nason Street	Street widening improvements	41	415	72727	TUMF Capital Projects	20						20
			415		Unfunded				2,700	9,000		11,700
			416	83130	DIF Arterial Streets	20						20
Kitching Street / Alessandro Boulevard to Gentian Avenue	Street widening improvements and traffic Signals upgrade	42	501	82425	2005 Lease Revenue Bonds	15						15
			471	79125	DIF Traffic Signals							0
			416		Unfunded						2,535	2,535
			125		Unfunded						300	300

MV00102209

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Moreno Beach Drive Widening / Cactus Avenue to Auto Mall Drive	Widen Moreno Beach Drive from 2 to 6 lanes	43	416	83428	DIF Arterial Streets							0
			416		Unfunded				434	3,340	19,012	22,786
Nason Street / Cactus Avenue to Iris Avenue	Street improvements	44	892	New	RDA Tax Incr.		1,200					1,200
			UNF		RDA Tax Incr.			2,800				2,800
			UNF		DIF Library			4,000				4,000
			UNF		DIF Arterial Streets			2,500				2,500
			UNF		Gen. City C.P.			1,000				1,000
			UNF		DIF Traffic Signals			272				272
Pavement Rehabilitation Program (formerly Slurry Seal Program)	Slurry various streets citywide	45	125	84830	Measure "A"	64	116					180
			125		Unfunded			130	130	130	130	520
Perris Boulevard Widening / Ironwood Avenue to Manzanita Avenue	Street Improvements	46	415	70225	TUMF Capital Projects	275						275
			416	78726	DIF Arterial Streets	338						338
			417	79226	DIF Traffic Signals							0
			415		Unfunded				1,243			1,243
			416		Unfunded				3,247			3,247
			417		Unfunded				235			235

MV00102210

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Perris Boulevard Widening / Perris Valley Storm Drain Lateral "B" to Cactus Avenue	Street widening and storm drain improvements	47	415	70125	TUMF Capital Projects	400						400
			416	78526	DIF Arterial Streets	200						200
			417	79225	DIF Traffic Signals							0
			415		Unfunded				4,416			4,416
			416		Unfunded				1,584			1,584
			417		Unfunded				400			400
Reche Vista Drive Realignment / Perris Boulevard / Heacock Street to North City Limits	Street widening improvements and traffic Signal	48	125	66722	Measure "A"	30						30
			125		Unfunded						3,196	3,196
			417		Unfunded						272	272
Redlands Boulevard / SR-60 Interchange; Theodore Street / SR-60 Interchange; Interchange	Interchange and bridge replacement	49	011	52913	Development Service (Highland Fairview)	30						30
			415		Unfunded			5,900	8,000	43,000	117,000	173,900
Residential Traffic Management Program (Speed Hump Program)	Traffic management strategies	50	125	82824	Measure "A"	50						50
			125		Unfunded			100	100	100	100	400
SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1)	Interchange reconfiguration, traffic signal and utility relocation	51	897	91731	RDA 2007 TABS	1,702						1,702
			UNF	New	Unfunded				8,048			8,048

MV00102211

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
SR-60 / Moreno Beach Drive Interchange (Phase 2)	Interchange reconfiguration and bridge replacement	52	415	70024	TUMF Capital Projects	538						538
			415		Unfunded			3,000	24,108			27,108
Street Improvement Program (SIP)	Construction of selected private and unmaintained streets	53	125	85523	Measure "A"	378	250					628
			125	66730	HMGP - DR 1731	978						978
			125		Unfunded			250	250	250	250	1,000
Surface Recycling	Various streets Citywide	54	125	85020	Measure "A"	63	57					120
			125		Unfunded			120	120	120	120	480
Total Partially Funded Projects						**5,282**	**6,307**	**29,419**	**70,112**	**57,390**	**145,550**	**314,060**

Unfunded Projects	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Alessandro Boulevard / I-215 to Frederick Street	Street improvements	55	416		Unfunded						3,820	3,820
Alessandro Boulevard / Frederick Street to Indian Street	Street improvements	56	125		Unfunded						1,230	1,230
Alessandro Boulevard / Frederick Street to Theodore Street	Street improvements	57	415		Unfunded						31,403	31,403
			416		Unfunded						22,177	22,177

MV00102212

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Alessandro Boulevard Median / Indian Street to Perris Boulevard	Median improvements	58	125		Unfunded (Measure "A")			75				75
			125		Unfunded (Measure "A" HSIP)				835			835
Alessandro Boulevard (Future) / Theodore Street to Gilman Springs Road	Street improvements	59	415		Unfunded						15,489	15,489
			416		Unfunded						9,770	9,770
Atwood Avenue / Perris Boulevard to Princess Lane	Street improvements	60	UNF		Unfunded						970	970
Barbara Street - Street Extension to Dracaea Avenue	Street extension	61	UNF		Unfunded						411	411
Bay Avenue / Day Street to Grant Street	Street improvements	62	UNF		Unfunded						1,428	1,428
Bay Avenue / Old 215 Frontage Road to Day Street	Street improvements	63	UNF		Unfunded						1,966	1,966
Bicycle Master Plan Update	Bicycle Master Plan	64	137		Unfunded (Air Quality Mgmt.)			40				40
Cactus Avenue / Heacock Street to Lasselle Street and Nason Street to Redlands Boulevard	Street improvements	65	416		Unfunded						7,449	7,449
Cottonwood Avenue / Old 215 Frontage Road to Perris Boulevard & 650 Ft East of Perris Boulevard to Theodore Street	Street improvements	66	416		Unfunded						25,625	25,625
Day Street / Box Springs Road to Cottonwood Avenue	Street improvements	67	416		Unfunded						3,274	3,274

MV00102213

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Day Street / Cottonwood Avenue to Alessandro Boulevard	Street improvements	68	416		Unfunded						1,735	1,735
Day Street / Alessandro Boulevard to Old 215 Frontage Road	Street improvements	69	416		Unfunded						2,259	2,259
David Lane / Graham Street to 230 Ft East of David Place	Street improvements	70	UNF		Unfunded						287	287
Delphinium Avenue Street Lights Relocation / Wintergreen Street to Perris Boulevard	Street lights improvements	71	UNF		Unfunded				31			31
Dracaea Avenue / Old 215 Frontage Road to Day Street	Street improvements	72	UNF		Unfunded						2,058	2,058
Dracaea Avenue / Morrison Street to 1000 Ft East of Morrison Street	Street improvements	73	UNF		Unfunded						779	779
Dracaea Avenue / Nason Street to 700 Ft East of Nason Street	Street improvements	74	UNF		Unfunded						944	944
Dracaea Avenue / Redlands Boulevard to 1,320 Ft East of Redlands Boulevard	Street improvements	75	UNF		Unfunded						1,352	1,352
Dracaea Avenue / 650 Ft West of Theodore Street to Theodore Street	Street improvements	76	UNF		Unfunded						568	568
Dracaea Avenue / Theodore Street to 1,500 Ft East of Theodore Street	Street improvements	77	UNF		Unfunded						1,309	1,309
Edgemont Street / Cottonwood Avenue to Bay Avenue	Street improvements	78	UNF		Unfunded						1,374	1,374
Edgemont Street / Dracaea Avenue to Cottonwood Avenue	Street improvements	79	UNF		Unfunded						1,432	1,432
Edgemont Street / Eucalyptus Avenue to Dracaea Avenue	Street improvements	80	UNF		Unfunded						1,048	1,048

MV00102214

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Elder Avenue / Morrison Street to Nason Street	Street improvements	81	UNF		Unfunded						1,774	1,774
Elsworth Street / Eucalyptus Avenue to Goldencrest Drive	Street improvements	82	416		Unfunded						1,855	1,855
Encilia Avenue (formerly Eucalyptus Avenue) / Eucalyptus Avenue (formerly Fir Avenue) to Eucalyptus Avenue (Future)	Street improvements	83	416		Unfunded						15,383	15,383
Eucalyptus Avenue / I-215 to Perris Boulevard and Kitching Street to Moreno Beach Drive	Street improvements	84	415		Unfunded						1,153	1,153
			416		Unfunded						18,069	18,069
Eucalyptus Avenue (formerly Hickory Avenue) / Moreno Beach Drive to Petit Street	Street improvements	85	415		Unfunded						118	118
			416		Unfunded						1,848	1,848
Eucalyptus Avenue / Perris Boulevard to Kitching Street	Street improvements	86	416		Unfunded						1,200	1,200
Eucalyptus Avenue (formerly Fir Avenue) / Petit Street to Redlands Boulevard	Street improvements	87	415		Unfunded						255	255
			416		Unfunded						3,992	3,992
Eucalyptus Avenue / Redlands Boulevard to Theodore Street	Street improvements	88	416		Unfunded			1,000				1,000
			UNF		Unfunded (SLPP Grant)			1,000				1,000
			UNF		Unfunded (Developer Contribution)			3,425				3,425

MV00102215

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Eucalyptus Avenue (Future) / Theodore Street to Gilman Springs Road	Street improvements	89	415		Unfunded						1,035	1,035
			416		Unfunded						16,203	16,203
Farragut Avenue / Sherman Avenue to Elsworth Street	Street improvements	90	416		Unfunded						611	611
Fir Avenue / Tamara Drive to Kitching Street	Street improvements	91	416		Unfunded						302	302
Frederick Street Permanent Median / Calle San Juan de Los Lagos to Alessandro Boulevard	Construct permanent median	92	416		Unfunded						425	425
Frederick Street / SR-60 to Sunnymead Boulevard	Street improvements	93	416		Unfunded						617	617
Frederick Street / Centerpoint Drive to Cottonwood Avenue	Reconstruction	94	UNF		Unfunded						3,609	3,609
Gentian Avenue / Heacock Street to Perris Boulevard	Street improvements	95	416		Unfunded						2,564	2,564
Gilman Springs Road (Riverside County) / Moreno Valley City Limits to 2.26 Miles Southeasterly	Street improvements	96	125		Unfunded			75				75
Graham Street / Hemlock Avenue to 200 Ft South of Hemlock Avenue	Street improvements	97	UNF		Unfunded						350	350
Hanover Avenue / Sinaloa Street to Singer Street	Design and construct sidewalks	98	UNF		Unfunded						250	250
Heacock Street / Reche Vista Drive to Myers Avenue and Atwood Avenue to Cactus Avenue	Street improvements	99	416		Unfunded						2,988	2,988

MV00102216

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Heacock Street / San Michele Road to Southerly City Limits	Street improvements	100	UNF		Unfunded						2,500	2,500
Hemlock Avenue / Graham Street to David Place	Street improvements	101	UNF		Unfunded						416	416
I-215 / Cactus Avenue Interchange Improvements	Interchange improvements	102	415		Unfunded				4,500	5,100	42,800	52,400
Indian Street / Manzanita Avenue to San Michele Road	Street improvements	103	416		Unfunded						23,563	23,563
Indian Street / San Michele Road to Oleander Avenue	Street improvements	104	415		Unfunded						2,504	2,504
			416		Unfunded						1,630	1,630
Infill Projects at Various Locations	Street improvements	105	416		Unfunded			400	400	400	400	1,600
Iris Avenue / Heacock Street to 200 Ft East of Wedow Drive	Street improvements	106	416		Unfunded						4,488	4,488
Ironwood Avenue / Nason Street to Redlands Boulevard	Street improvements	107	415		Unfunded						5,228	5,228
			416		Unfunded						2,834	2,834
Ironwood Avenue / Redlands Boulevard to Theodore Street	Street improvements	108	416		Unfunded						3,635	3,635
John F. Kennedy Drive / Heacock Street to Lasselle Street	Street improvements	109	UNF		Unfunded						1,171	1,171
Kitching Street / Gentian Avenue to Oleander Avenue	Street improvements	110	UNF		Unfunded						10,129	10,129

MV00102217

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Kitching Street / Sunnymead Boulevard to Alessandro Boulevard	Street improvements	111	UNF		Unfunded						6,062	6,062
Kitching Street / Wedmore Drive to Fir Avenue and Fir Avenue / Kitching Street to Laury Lane	Street improvements	112	UNF		Unfunded						1,470	1,470
Krameria Avenue / Heacock Street to Indian Street	Street improvement	113	UNF		Unfunded						3,760	3,760
Krameria Avenue / Emma Lane to Perris Boulevard	Street improvement	114	UNF		Unfunded						888	888
Lasselle Street / Alessandro Boulevard to Bay Avenue	Street improvements	115	415		Unfunded						803	803
			416		Unfunded						201	201
Lasselle Street / Arroyo Park Drive to Avenida de Plata	Design and construct sidewalks	116	UNF		Unfunded						57	57
Lasselle Street / Boulder Ridge Drive to Wride Street	Street improvements	117	UNF		Unfunded						327	327
Lasselle Street / Franlou Drive to Boulder Ridge Drive	Street improvements	118	UNF		Unfunded						398	398
Lasselle Street / Kalmia Street to Mirage Court	Street improvements	119	UNF		Unfunded						2,457	2,457
Lasselle Street / Lancia Street to 330 Ft South of Dracaea Avenue	Street improvements	120	415		Unfunded						1,920	1,920
			416		Unfunded						480	480
Lasselle Street / Mirage Court to Ironwood Avenue	Street improvements	121	UNF		Unfunded						2,135	2,135

MV00102218

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Lasselle Street / Wride Street to Kalmia Street	Street improvements	122	UNF		Unfunded						565	565
Locust Avenue / 350 Ft West of Trust Way to Trust Way	Street improvements	123	UNF		Unfunded						696	696
Locust Avenue / Moreno Beach Drive to Redlands Boulevard	Street improvements	124	416		Unfunded						3,455	3,455
Locust Avenue / Redlands Boulevard to 1,150 Ft East of Redlands Boulevard	Street improvements	125	UNF		Unfunded						3,474	3,474
Locust Avenue / Trust Way to Moreno Beach Drive	Street improvements	126	UNF		Unfunded						1,114	1,114
Moreno Beach Drive / Locust Avenue to SR-60	Street improvements	127	415		Unfunded						5,020	5,020
			416		Unfunded						643	643
Morrison Street / Hemlock Avenue to Elder Avenue	Street improvements	128	UNF		Unfunded						965	965
Morrison Street / Eucalyptus Avenue to Cactus Avenue	Street improvements	129	416		Unfunded						7,528	7,528
Nandina Avenue / Heacock Street to Indian Street	Street improvements	130	UNF		Unfunded						1,037	1,037
Nandina Avenue / Indian Street to Perris Boulevard	Street improvements	131	416		Unfunded						2,684	2,684
Nason Street / Cactus Avenue to Fir Avenue and Elder Avenue to Ironwood Avenue	Street improvements	132	415		Unfunded						11,300	11,300
Oliver Street / Cottonwood Avenue to Bay Avenue	Street improvements	133	UNF		Unfunded						4,226	4,226

MV00102219

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Oliver Street / Alessandro Boulevard to Iris Avenue	Street improvements	134	416		Unfunded						3,672	3,672
Perris Boulevard / Heacock Street to Manzanita Avenue	Street improvements	135	415		Unfunded						1,150	1,150
			416		Unfunded						1,405	1,405
Perris Boulevard / Hemlock Avenue to Sunnymead Boulevard	Street improvements	136	416		Unfunded						142	142
Perris Boulevard / Sunnymead Boulevard to Cactus Avenue	Street improvements	137	416		Unfunded						1,713	1,713
Perris Boulevard / Cactus Avenue to Southerly City Limits	Median improvements	138	416		Unfunded						1,282	1,282
Pigeon Pass Road / Ironwood Avenue to SR-60	Street improvements	139	416		Unfunded						1,863	1,863
Quincy Street / Northerly City Limits to Locust Avenue	Street improvements	140	UNF		Unfunded						462	462
Quincy Street / Locust Avenue to Kalmia Avenue	Street improvements	141	UNF		Unfunded						650	650
Quincy Street / Kalmia Avenue to SR-60	Street improvements	142	UNF		Unfunded						2,052	2,052
Quincy Street / Eucalyptus Avenue to Cactus Avenue	Street improvements	143	416		Unfunded						12,968	12,968
Reche Canyon Road / Northerly City Limits to Moreno Beach Drive	Street improvements	144	415		Unfunded						3,241	3,241
Redlands Boulevard / Northerly City Limits to Locust Avenue	Street improvements	145	416		Unfunded						1,905	1,905

MV00102220

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Redlands Boulevard / Locust Avenue to Alessandro Boulevard	Street improvements	146	415		Unfunded						7,726	7,726
			416		Unfunded						13,155	13,155
Redlands Boulevard / Alessandro Boulevard to Cactus Avenue	Street improvements	147	416		Unfunded						3,915	3,915
San Michele Road / Heacock Street to Indian Street	Street improvements	148	415		Unfunded						1,679	1,679
			416		Unfunded						39	39
San Michele Road / Indian Street to Perris Boulevard	Street improvements	149	416		Unfunded						1,840	1,840
Sherman Avenue / Day Street to Pepper Street	Street improvements	150	UNF		Unfunded						219	219
Sinaloa Street / Indian Street to 380 Ft East of Hanover Avenue	Design and construct sidewalks	151	UNF		Unfunded						220	220
Sinclair Street / Highland Boulevard to Ironwood Avenue	Street improvements	152	UNF		Unfunded						1,613	1,613
Sinclair Street / Ironwood Avenue to SR-60	Street improvements	153	UNF		Unfunded						3,059	3,059
Sinclair Street / SR-60 to Encilia Avenue (formerly Eucalyptus Avenue)	Street improvements	154	UNF		Unfunded						1,529	1,529
Sinclair Street / Encilia Avenue (formerly Eucalyptus Avenue) to Alessandro Boulevard	Street improvements	155	416		Unfunded						10,156	10,156
Sinclair Street / Alessandro Boulevard to 700 Ft North of Cactus Avenue	Street improvements	156	UNF		Unfunded						2,503	2,503

MV00102221

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

STREET IMPROVEMENTS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Singer Street / Hanover Avenue to 500 Ft East of Hanover Avenue	Design and construct sidewalks	157	UNF		Unfunded						350	350
Spine Road (Future) / Gilman Springs Road to Alessandro Boulevard (Future)	Street improvements	158	416		Unfunded						10,529	10,529
Street In-Lieu Fees Project	Street improvements	159	359		Unfunded						91	91
Theodore Street / Ironwood Avenue to Alessandro Boulevard	Street improvements	160	416		Unfunded						10,304	10,304
Virginia Street (Future) / Dracaea Avenue to Alessandro Boulevard (Future)	Street improvements	161	UNF		Unfunded						12,100	12,100
Total Unfunded Projects						**0**	**0**	**6,015**	**5,766**	**5,500**	**493,253**	**510,534**
Total Street Improvements						**19,268**	**8,832**	**35,434**	**75,878**	**62,890**	**638,803**	**841,105**

MV00102222

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

BRIDGES

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
Bridge Repair Maintenance Program	Assess the need for bridge repair on an annual basis for at least 10 bridges	165	226	79828	Proposition 1B							0
Heacock Street Bridge / Perris Valley Storm Drain Lateral "A "	Replace narrow bridge over flood control channel S/O Iris Ave., design & construction	166	125	66825	Measure "A"	290						290
			125	66825	Measure "A" (HBRRP Grant)	2,235						2,235
SR-60 / Nason Street Overcrossing Bridge	Replacement of SR-60 and Nason Street bridge	167	897	91728	RDA 2007 TABS	16,310						16,310
			414	80429	Public Works General Capital Projects (Stoneridge Center)	30						30
Total Funded Projects						**18,865**	**0**	**0**	**0**	**0**	**0**	**18,865**

Partially Funded Projects												
None Listed												
Total Partially Funded Projects						**0**	**0**	**0**	**0**	**0**	**0**	**0**

MV00102223

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

BRIDGES

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Unfunded Projects												
Brodiaea Avenue Bridge / 735 Ft East of Redlands Boulevard	Brodiaea Avenue bridge over channel Lateral "F"	169	UNF		Unfunded						2,300	2,300
Cactus Avenue Bridge / 405 Ft East of Wilmot Street	Cactus Avenue bridge over Channel Lateral "G"	170	UNF		Unfunded						3,849	3,849
Day Street / SR-60 Interchange	Reconfigure interchange	171	UNF		Unfunded						6,156	6,156
Graham Street Bridge / Sunnymead Boulevard to Hemlock Avenue	Bridge construction	172	416		Unfunded						20,100	20,100
Indian Street / Cardinal Avenue Bridge	Indian Street bridge over Channel Lateral "A"	173	416		Unfunded						2,800	2,800
Indian Street / Lateral "B" Bridge	Indian Street bridge over Channel Lateral "B"	174	UNF		Unfunded						750	750
Indian Street / SR-60 Overpass	Design & construction of replacement bridge	175	UNF		Unfunded						14,120	14,120
Ironwood Avenue / Quincy Street Bridge	Ironwood Avenue bridge over Channel Lateral "A"	176	UNF		Unfunded						2,628	2,628
Kalmia Avenue Bridge / 300 Ft West of Quincy Street	Design & construction of bridge	177	UNF		Unfunded						1,748	1,748
Kitching Street Bridge / Perris Valley Storm Drain Lateral "A"	Kitching Bridge over Perris Valley Storm Drain Lateral "A"	178	416		Unfunded						3,000	3,000
Lasselle Street Bridge Crossing SR-60 between Fir Avenue to Elder Avenue	Lasselle Street Bridge over SR-60	179	UNF		Unfunded						27,403	27,403

MV00102224

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

BRIDGES

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Perris Boulevard / Hemlock Avenue to SR-60 Reconfiguration	Steet reconfiguration & new ramps	180	UNF		Unfunded						15,390	15,390
Total Unfunded Projects						**0**	**0**	**0**	**0**	**0**	**100,244**	**100,244**
Total Bridges						**18,865**	**0**	**0**	**0**	**0**	**100,244**	**119,109**

MV00102225

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

BUILDINGS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
800 MHz Radio Repeater System Centralization	New site at an existing City office	183	750	69026	Management Information Systems	120						120
Box Springs Communications Site	Secure land lease from the County of Riverside Parks Dept to construct a secure site	184	750	69021	Management Information Systems	400						400
Civic Center Site Improvements (Exterior)	Walkway and security improvements	185	412	66225	General City Capital Projects	270						270
Emergency Operations Center (EOC)	Construction of a new facility	186	412	78428	General City Capital Projects	25						25
			501	82527	2005 Lease Revenue Bonds							0
Morrison Park Fire Station (formerly Fire Station #107)	Design and construction of new facility	187	897	91729	RDA 2007 TABS	5,925						5,925
Public Safety Building Parking Lot Expansion	Parking lot expansion (Project completed)	188	501	82427	2005 Lease Revenue Bonds							0
Roof Replacements at Gateway and Westbluff Parks	Roof replacement	189	461	68325	Parks & Recreation Capital Projects (Parkland & DIF)	12						12
			461	68325	Parks & Recreation Capital Projects (Zone "A")	18						18
			461	68325	Parks & Recreation Capital Projects (Quimby in-Lieu)		68					68

MV00102226

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

BUILDINGS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Weston Park Restroom and ADA Improvements	Roof replacement and ADA updates	190	461	65332	Parks & Recreation Capital Projects (Quimby in-Lieu)		30					30
Total Funded Projects						**6,770**	**98**	**0**	**0**	**0**	**0**	**6,868**
Partially Funded Projects												
City Hall Roof Replacement	Roof replacement	191	754	71430	Facilities Internal Service							0
			754		Unfunded						750	750
Corporate Yard Facility	Design and construction of Phase 1 building and sewer line	192	412	66522	Corporate Yard DIF	49						49
			754	71325	Facilities Internal Service	22						22
			412		Unfunded						48,700	48,700
Fire Station #65 (formerly Fire Station #65 Replacement)	Land acquisition, design and construction of new facility	193	434	72526	Fire Services Capital Projects	500						500
			434		Unfunded						7,040	7,040
Highland / East End Fire Station (formerly Highland Fire Station)	Land acquisition, design, and construction of new facility	194	434	67830	Fire Services Capital Projects	500						500
			434		Unfunded					860	6,280	7,140

MV00102227

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

BUILDINGS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Industrial Fire Station	Land acquisition, design, and construction of new facility	195	434	67930	Fire Services Capital Projects	850						850
			434		Unfunded						7,500	7,500
Public Safety Building Conversion	Remodeling and renovation of existing facility	196	501	82327	2005 Lease Revenue Bonds	474						474
			412		Unfunded			1,566			105,000	106,566
Total Partially Funded Projects						**2,395**	**0**	**1,566**	**0**	**860**	**175,270**	**180,091**
Unfunded Projects												
Animal Services New Parcel Property Improvements	Grading and construction of block wall around perimeter of newly purchased land	197	UNF		Unfunded						200	200
City Hall Carpet Replacement	Replace carpet & repair sub-floor as needed	198	754		Unfunded				495			495
City Hall Reconfiguration and Improvements	Interior improvements	199	754		Unfunded						300	300
City Hall Space Study	Space study for budgetary estimate and design schedule	200	412		Unfunded						150	150
Conference and Recreation Center Entry	Design and construction of decorative entry statement	201	UNF		Unfunded						821	821
Conference and Recreation Center Restroom (Stage Area) Design	Design plans for restroom / stage area	202	461		Unfunded						89	89
Cottonwood Park Fire Station (formerly Fire Station #110)	Land acquisition, design, and construction of new facility	203	434		Unfunded						6,760	6,760

MV00102228

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

BUILDINGS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Fire Station (Future) Land Acquisition	Land acquisition	204	UNF		Unfunded						739	739
Fire Station No. 6 Storage Shed	Concrete brick storage shed	205	UNF		Unfunded						150	150
Gilman Station	Design and construction of new facility	206	UNF		Unfunded						6,500	6,500
Main Library	New library building	207	412		Unfunded (General City C.P.)						33,000	33,000
March Air Reserve Base Hobby Shop Roof Replacement	Roof replacement	208	754		Unfunded						125	125
Moreno Valley Equestrian Center - Restroom and Information Center	Design and construction of restrooms and information center	209	461		Unfunded						650	650
Northeast Station	Design and construction of new facility	210	UNF		Unfunded						6,500	6,500
Parks' Community Recreation Buildings	Various park site buildings are needed	211	UNF		Unfunded						5,658	5,658
Remodel Fire Station #48 - Sunnymead Ranch	Remodel	212	434		Unfunded				1,967	2,206		4,173
Renovation of City Hall Annex Building #1	Remodel	213	754		Unfunded					2,240		2,240
Total Unfunded Projects						**0**	**0**	**0**	**2,462**	**4,446**	**61,642**	**68,550**
Total Buildings						**9,165**	**98**	**1,566**	**2,462**	**5,306**	**236,912**	**255,509**

MV00102229

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

DRAINAGE, SEWERS, AND WATERLINES

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
Indian Basin, Appurtenant Storm Drain and Miscellaneous Street Improvements	Detention Basin and Storm Drain Line "H" improvements	217	897	91726	RDA 2007 TABS	20						20
			414	80423	EMWD							0
			414	80424	EMWD							0
Storm Drain Improvements on Day Street South of Cottonwood Avenue	Storm drain improvements	218	892	77922	RDA Capital Projects	250						250
Total Funded Projects						**270**	**0**	**0**	**0**	**0**	**0**	**270**
Partially Funded Projects												
Heacock Street and Cactus Avenue Channel Improvements	Heacock and Cactus Channels improvements	219	412	66226	General City Capital Projects							0
			412		Unfunded					1,250		1,250
Total Partially Funded Projects						**0**	**0**	**0**	**0**	**1,250**	**0**	**1,250**
Unfunded Projects												
Alessandro Boulevard / Elsworth Street Crossgutter	Repair existing crossgutter	221	UNF		Unfunded						486	486
Box Springs Mutual Water Company Upgrade	Replace existing water distribution system	222	UNF		Unfunded						15,000	15,000
Eucalyptus Avenue Channel / 340 Ft East of Indian Street	Widen existing open channel	223	UNF		Unfunded						1,026	1,026

MV00102230

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

DRAINAGE, SEWERS, AND WATERLINES

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Frederick Street / Cottonwood Avenue Crossgutter	Intersection crossgutter improvements	224	UNF		Unfunded						508	508
Hubbard Street Storm Drain	Storm drain improvements	225	UNF		Unfunded						1,539	1,539
Perris Boulevard / John F. Kennedy Drive Crossgutter	Intersection crossgutter improvements	226	UNF		Unfunded						328	328
Storm Drain Line "GG", Edgemont / Old 215 Frontage Road to Day Street	Preliminary engineering through construction	227	UNF		Unfunded						4,309	4,309
Storm Drain Lines "K-1" and "K-4" / Petit Street, Kalmia Avenue, Carrie Lane, and Locust Avenue	Final engineering, project management, and construction	228	UNF		Unfunded				230	1,833		2,063
Storm Drain Line "LL"	Design and construction	229	892		Unfunded						1,500	1,500
SR-60 Culvert Crossing Tie-ins between Indian Street and SR-60 Perris Boulevard Off-Ramp	Storm drain improvements	230	UNF		Unfunded						1,182	1,182
SR-60 / Quincy Street Storm Drain	Modify existing drainage	231	UNF		Unfunded						4,899	4,899
Storm Drain Line in the San Timoteo Foothill Neighborhood	Storm drain improvements	232	HMGP		Unfunded						1,500	1,500
			UNF		Unfunded						500	500
Sunnymead Boulevard Storm Drain from Frederick Street to Heacock Street	Storm drain improvements	233	UNF		Unfunded						910	910

MV00102231

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

DRAINAGE, SEWERS, AND WATERLINES

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Sunnymead Boulevard Storm Drain from Indian Street to SR-60 / Perris Boulevard Off-Ramp	Storm drain improvements	234	UNF		Unfunded						1,165	1,165
Total Unfunded Projects						**0**	**0**	**0**	**230**	**1,833**	**34,852**	**36,915**
Total Drainage, Sewers, and Waterlines						**270**	**0**	**0**	**230**	**3,083**	**34,852**	**38,435**

MV00102232

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

ELECTRIC UTILITY

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
LRB Funded Utility Projects	Electrical distribution infrastructure	237	601	61225	Electric (2005 LRB's)	126						126
MVU-0003 Cottonwood / Moreno Beach / Quincy BB (6)	Electrical distribution infrastructure	238	602	61829	2007 Taxable LRB's							0
MVU-0004 Indian / San Michele / Grove View BB (11)	Electrical distribution infrastructure	239	602	61830	2007 Taxable LRB's							0
MVU-0005 Circuit #5 Substation / Nason / Iris	Electrical distribution infrastructure (Project completed)	240	602	61831	2007 Taxable LRB's							0
MVU-0006 Alessandro 12KV Feeder, Phase 1	Electrical distribution infrastructure	241	602	61832	2007 Taxable LRB's							0
MVU-0007 Goldencrest / Elsworth - 12KV Line Extension	Electrical distribution infrastructure (Project completed)	242	602	61833	2007 Taxable LRB's							0
MVU-0008 Globe Channel Crossing (12)	Electrical distribution infrastructure	243	602	61827	2007 Taxable LRB's							0
MVU-0009 Perris 12KV Feeder, Phase 1	Electrical distribution infrastructure (Project completed)	244	602	61834	2007 Taxable LRB's							0
MVU-0010 Heacock 12KV Feeder, Phase 1	Electrical distribution infrastructure	245	602	61835	2007 Taxable LRB's							0
MVU-0011 Alessandro 12KV Feeder, Phase 2	Electrical distribution infrastructure	246	602	61836	2007 Taxable LRB's							0

MV00102233

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

ELECTRIC UTILITY

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
MVU-0012 Heacock 12KV Feeder, Phase 2	Electrical distribution infrastructure	247	602	61837	2007 Taxable LRB's							0
MVU-0014 Perris 12KV Feeder, Phase 2 - Krameria / Cardinal	Electrical distribution infrastructure	248	602	61839	2007 Taxable LRB's	10						10
MVU-0018 Redlands 12KV Circuit	Electrical distribution infrastructure	249	602	61841	2007 Taxable LRB's		625					625
MVU-0019 Nandina / Heacock / Perris Boulevard	Electrical distribution infrastructure	250	602	61842	2007 Taxable LRB's		200					200
MVU-0020 Nandina / Heacock / Perris Boulevard	Electrical distribution infrastructure	251	602	61843	2007 Taxable LRB's		200					200
Total Funded Projects						**136**	**1,025**	**0**	**0**	**0**	**0**	**1,161**
Partially Funded Projects												
None Listed												0
Total Partially Funded Projects						**0**	**0**	**0**	**0**	**0**	**0**	**0**
Unfunded Projects												
28 MVA Transformer	Increase capacity as needed (projected need date: 2020)	253	UNF		Unfunded						3,850	3,850
MVU-0013 Circuit No. 6 Substation / Alessandro Boulevard to Indian Street	Install electric distribution infrastructure	254	601		Unfunded				2,000	1,676		3,676
MVU-0015 Perris 12KV Feeder, Phase 3 / Cardinal Avenue to San Michele Road	Install 2,500 feet backbone	255	UNF		Unfunded					300	252	552

MV00102234

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

ELECTRIC UTILITY

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
MVU-0016 Rancho Belago 12KV Feeder, Phase 1 Substation / Cottonwood Avenue	Install 6,500 feet backbone	256	UNF		Unfunded					300	286	586
MVU-0017 28 MVA Bank Increase, Phase 1 Substation	Electrical Infrastructure	257	UNF		Unfunded					3,231		3,231
Total Unfunded Projects						**0**	**0**	**0**	**2,000**	**5,507**	**4,388**	**11,895**
Total Electric Utility						**136**	**1,025**	**0**	**2,000**	**5,507**	**4,388**	**13,056**

MV00102235

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

LANDSCAPING

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
None Listed												0
												0
Total Funded Projects						**0**	**0**	**0**	**0**	**0**	**0**	**0**
Partially Funded Projects												
None Listed												0
Total Partially Funded Projects						**0**	**0**	**0**	**0**	**0**	**0**	**0**
Unfunded Projects												
Expansion of CSD Parkway Improvement Partnership (PIP)	Landscaping improvements	1	261		Unfunded			120	120	120	120	480
Total Unfunded Projects						**0**	**0**	**120**	**120**	**120**	**120**	**480**
Total Landscaping						**0**	**0**	**120**	**120**	**120**	**120**	**480**

MV00102236

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
Aqueduct Bikeway Improvements / Indian Street to Fay Avenue	Bikeway / landscaping (Project completed FY 08/09)	267	125	67524	Measure "A"							0
Celebration Park Splash Pad Surfacing	Bikeway improvements	268	184	18429	CFD#1	10						10
Community Park Renovation	Reconstruction of soccer field with synthetic turf and lightings (Project completed in FY 07/08)	269	461	65325	Parks and Recreation Capital Projects (Parkland DIF)	51						51
Install Musco Control Link Automated Lighting Systems	Install Musco Control Link Automated Lighting Systems	270	461	66229	Parks and Recreation Capital Projects (Parkland DIF)	30						30
			461	66229	Parks and Recreation Capital Projects (Quimby In Lieu)	30	10					40
March Field Park Arena Soccer Facility	Arena Soccer field	271	461	65331	Parks and Recreation Capital Projects (Parkland DIF)		200					200
			461	65331	Parks and Recreation Capital Projects (Quimby In Lieu)		100					100
Parks and Recreation Master Plan	Prepare master plan (Project completed)	272	461	68925	Parks and Recreation Capital Projects (Parkland DIF)							0

MV00102237

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Patriot Park (formerly Sheila Street Park)	Park improvements (Project completed)	273	282	68628	CDBG 07/08							0
Shadow Mountain Park Ball Field Lighting	Park development	274	461	66527	Parks and Recreation Capital Projects (Parkland DIF)	346						346
Shadow Mountain Park Fencing	Park fencing	275	184	18430	CFD#1		90					90
Shadow Mountain Park Restrooms	Park development	276	461	66430	Parks and Recreation Capital Projects (Parkland DIF)	195						195
Total Funded Projects						**662**	**400**	**0**	**0**	**0**	**0**	**1,062**

Partially Funded Projects												
Annual ADA Park Improvements	Upgrade non-compliant ADA facilities	277	461	65330	Parks and Recreation Capital Projects (Quimby In Lieu)		100					100
			461		Unfunded			100	100	100	100	400
Bethune Park - Water Feature Retrofit	Water Feature Retrofit	278	461	66230	Parks and Recreation Capital Projects (Quimby In Lieu)	1						1
			461		Unfunded						745	745

MV00102238

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
College Park Phase II Amphitheater	Construction and parking	279	461	66525	Parks and Recreation Capital Projects (Parkland DIF)	400						400
			461		Unfunded			3,071				3,071
Future Park Site Land Acquisition	Park development	280	461	68227	Parks and Recreation Capital Projects (Quimby In Lieu)	2,000						2,000
			461		Unfunded						2,000	2,000
March Field Park Master Plan	Master plan for park site	281	461	66327	Parks and Recreation Capital Projects (Parkland DIF)	20						20
			461		Unfunded			110				110
Park Monument Signs	Install new monument signs	282	461	66330	Parks and Recreation Capital Projects (Quimby In Lieu)	4						4
			461		Unfunded			3				3
Replacement Playground Equipment	Replacement Playground Equipment	283	461	65329	Parks and Recreation Capital Projects (Parkland DIF)	243	225					468
			461		Unfunded			225	225	200	260	910

MV00102239

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Water Conservation and Demonstration Garden	Plan and construction of water conservation & demonstration garden	284	461	66428	Parks and Recreation Capital Projects (Parkland DIF)	5						5
			461		Unfunded						725	725
Total Partially Funded Projects						**2,673**	**325**	**3,509**	**325**	**300**	**3,830**	**10,962**
Unfunded Projects												
Aqueduct Bike Trail / Alessandro Boulevard to Brodiaea Avenue, West of Heacock Street	Bikeway / landscaping	285	UNF (DEV)		Unfunded (Developer-Parks)					360		360
Aqueduct Bike Trail / Dracaea Avenue to Pan Am Boulevard	Bikeway / landscaping	286	UNF (DEV)		Unfunded (Developer-Parks)						1,232	1,232
Aqueduct Bike Trail / Gentian Avenue to Santiago Drive	Bikeway / landscaping	287	UNF (DEV)		Unfunded (Developer-Parks)						2,240	2,240
Aqueduct Bike Trail / Iris Avenue to Red Maple Lane	Bikeway / landscaping	288	UNF (DEV)		Unfunded (Developer-Parks)						1,995	1,995
Aqueduct Bike Trail / La Barca Way, Tract 22810	Bikeway / landscaping	289	UNF (DEV)		Unfunded (Developer-Parks)						1,382	1,382

MV00102240

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Aqueduct Bike Trail Landscaping / Bay Avenue to Caspian Way	Bikeway / landscaping	290	UNF		Unfunded						1,460	1,460
Aqueduct Bike Trail Landscaping / Baywood Drive to Cottonwood Avenue	Bikeway / landscaping	291	UNF		Unfunded						322	322
Aqueduct Bike Trail Landscaping / Delphinium Avenue to Perham Drive	Bikeway / landscaping	292	UNF		Unfunded						600	600
Aqueduct Bike Trail Landscaping / Indian Street to Fay Avenue	Bikeway / landscaping	293	UNF		Unfunded						1,050	1,050
Aqueduct Bike Trail Security Lights and Landscaping	Bikeway / lighting and landscaping	294	UNF		Unfunded						4,163	4,163
Bethune Park - School Ball Field Lighting and Fencing	Ballfield lighting	295	461		Unfunded						680	680
Bikeway Enhancement North of Krameria Avenue and West of Kitching Street	Bikeway enhancement	296	461		Unfunded (Parkland DIF)				240			240
			461		Unfunded (Grants)				240			240
Box Springs Mountain "M" Permanent Lighting	Install / Replace lighting	297	UNF		Unfunded						122	122
Cactus Corridor PA-1	Install / Replace lighting	298	UNF		Unfunded						5,264	5,264
Cactus Corridor PA-2	Park development	299	UNF (DEV)		Unfunded (Developer-Parks)						1,800	1,800
Canyon Springs Golf Course / Poorman's Reservior	Golf course	300	UNF		Unfunded						11,220	11,220
College Park Sports Facility, Phase III	Parking area, restroom, multiuse sports field, and trails	301	UNF		Unfunded						5,412	5,412

MV00102241

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Community Park, Phase II	Parking area, concession area, and restroom	302	UNF		Unfunded						1,770	1,770
Cottonwood Golf Course Parking Lot	Repave & restripe	303	UNF		Unfunded						103	103
Cottonwood Golf Course - Rebuild Greens	Rebuild / replace greens with new turf, soil, and drainage	304	UNF		Unfunded						184	184
Cottonwood Recreation Center Renovation	Renovation	305	UNF		Unfunded						4,590	4,590
Equestrian Park, Phase II	Park design	306	UNF		Unfunded						5,100	5,100
Fairway Park (Skate Park Addition)	Construct Skate Wave	307	UNF		Unfunded						125	125
Festival Park Site Development	Construct tot lot, sports field, lighting, and restrooms	308	UNF		Unfunded						5,100	5,100
Festival Park Site Master Plan	Develop Master Plan	309	UNF		Unfunded						153	153
Future Park Site Development (Approximately 290 Acres)	Future parks within the general plan	310	UNF		Unfunded						81,600	81,600
Future Renovation of Park Restrooms at Various Sites	Renovate park restrooms	311	UNF		Unfunded						1,836	1,836
Hidden Springs Park Development, Phase II	17 acre development	312	UNF		Unfunded						3,315	3,315
In-Fill Parks and Facilities	Development of parks and recreation facility to mitigate current and future deficiencies	313	UNF		Unfunded						52,020	52,020
Lasselle Sports Park	Park development	314	UNF (DEV)		Unfunded (Developer-Parks)						12,000	12,000

MV00102242

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
March Community Teen Center	Improvements	315	UNF		Unfunded						1,530	1,530
March Field Park Construction	Construction	316	UNF		Unfunded						20,910	20,910
March Field Park Design	Design	317	UNF		Unfunded						306	306
Markborough Property Master Plan and Development	Master plan for park site	318	UNF		Unfunded						75	75
Moreno Highlands PA-1	Park development	319	UNF (DEV)		Unfunded (Developer-Parks)						10,000	10,000
Moreno Highlands PA-2	Park development	320	UNF (DEV)		Unfunded (Developer-Parks)						50,000	50,000
Moreno Valley Equestrian Center Master Plan and Design	Master plan	321	UNF		Unfunded						154	154
Moreno Valley Equestrian Center (MVEC) Access from Locust Street	Design and construction of MVEC entrance	322	461		Unfunded						140	140
			461		Unfunded						10	10
Morrison Park Extension	Park expansion	323	UNF		Unfunded						2,514	2,514
Morrison Park Relamping	Metal halide fixtures	324	UNF		Unfunded						765	765
Multi-Use Trails	Right of way and improvements	325	UNF		Unfunded						1,938	1,938
Neighborhood Park at Cottonwood Avenue and Indian Street	Park development (Project on hold)	326	461		Unfunded						6,000	6,000
			461		Unfunded						1,000	1,000
Play Equipment and Play Surfacing at Various Sites	Right of way and improvements	327	UNF		Unfunded						2,754	2,754

MV00102243

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

PARKS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Rancho Verde Park	Park development	328	UNF (DEV)		Unfunded (Developer-Parks)						2,052	2,052
Shadow Mountain Park, Phase II	Park development	329	UNF (DEV)		Unfunded (Developer-Parks)						1,615	1,615
Sports Field Lighting Upgrade at Various Park Sites	Replace inefficient / outdated sports lighting	330	UNF		Unfunded						10,200	10,200
Total Unfunded Projects						**0**	**0**	**0**	**480**	**360**	**318,801**	**319,641**
Total Parks						**3,335**	**725**	**3,509**	**805**	**660**	**322,631**	**331,665**

MV00102244

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
City of Moreno Valley / City of Riverside Intertie	Connection of Riverside and Moreno Valley traffic control centers (Project completed)	335	137	66129	Air Quality Management							0
			137	66129	Air Quality Management (MSRC)							0
Citywide Traffic Sign Retroreflectivity Inventory	Sign replacement	336	125	56332	Measure "A"		75					75
Cottonwood Avenue / Pattilynn Drive School Crossing Traffic Signal	New traffic signal (Project completed)	337	125	66628	Measure "A"							0
Emergency Vehicle Pre-emption at 117 Traffic Signals	Allows fire trucks and ambulances to cause traffic signals to turn green	338	417	79129	DIF Traffic Signals							0
			417	79129	(DIF Traffic Signals) HSIP	504						504
John F. Kennedy Drive / La Brisis Way Traffic Signal	New traffic signal	339	417	79029	DIF Traffic Signals		240					240
Lasselle Street / Bay Avenue Traffic Signal	New traffic signal and street improvements (Project completed)	340	416	83127	DIF Arterial Streets							0
			417	79426	DIF Traffic Signals							0
Lasselle Street / Cottonwood Avenue Traffic Signal	New traffic signal and street improvements (Project completed)	341	416	83227	DIF Arterial Streets							0
			417	79126	DIF Traffic Signals							0
Lasselle Street / Margaret Avenue Traffic Signal	New traffic signal and upgrade curb ramps	342	125	66630	Measure "A"	28						28
			417	79027	DIF Traffic Signals	242						242

MV00102245

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Nason Street / Riverside County Regional Medical Center Main Driveway Traffic Signal	Synchronization of Nason Street and adjacent traffic signals	343	125	66829	Measure "A"		50					50
			417	79030	DIF Traffic Signals		250					250
SR-60 Eastbound Ramps / Redlands Boulevard Traffic Signal	New traffic signal (Project completed)	344	125	66625	Measure "A"							0
Sunnymead Ranch Parkway / Village Road East Traffic Signal	Signalization of the east intersection	345	417	79229	DIF Traffic Signals	2						2
Transportation Management Center	Reconfigure space at City Hall to install computer servers and other equipment	346	417	79528	DIF Traffic Signals	97						97
			137	68129	Air Quality Management	72						72
Total Funded Projects						**945**	**615**	**0**	**0**	**0**	**0**	**1,560**

Partially Funded Projects	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 10/11	New Request FY 10/11	Plan FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15 & Beyond	Grand Totals
ITS Deployment Phase I A	New Transportation Management Center and new traffic signal controllers	347	417	79028	DIF Traffic Signals		30					30
			417		Unfunded			200				200
Sunnymead Boulevard / SR-60 On-Ramp from Perris Boulevard Traffic Signal	New traffic signal	348	417	79032	DIF Traffic Signals		25					25
			417		Unfunded			250				250

MV00102246

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Traffic Signal Coordination Program	Update traffic signal coordination plans	349	137	68125	Air Quality Management	25						25
			137		Unfunded			30	30	30	30	120
Total Partially Funded Projects						**25**	**55**	**480**	**30**	**30**	**30**	**650**

Unfunded Projects	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 10/11	New Request FY 10/11	Plan FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15 & Beyond	Grand Totals
Alessandro Boulevard / Day Street Traffic Signal	Relocate traffic signal	351	UNF		Unfunded						150	150
Alessandro Boulevard / Quincy Street Traffic Signal	New traffic signal	352	UNF		Unfunded						293	293
Alessandro Boulevard / Redlands Boulevard Traffic Signal	New traffic signal	353	UNF		Unfunded						293	293
Alessandro Boulevard / Sinclair Street Traffic Signal	New traffic signal	354	UNF		Unfunded						293	293
Alessandro Boulevard / Theodore Street Traffic Signal	New traffic signal	355	UNF		Unfunded						293	293
Alessandro Boulevard (Future) / Gilman Springs Road Traffic Signal	New traffic signal	356	UNF		Unfunded						293	293
Alessandro Boulevard (Future) / Spine Road (Future) Traffic Signal	New traffic signal	357	UNF		Unfunded						293	293

MV00102247

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Alessandro Boulevard (Future) / Virginia Street (Future) Traffic Signal	New traffic signal	358	UNF		Unfunded						293	293
Box Springs Road / Clark Street Traffic Signal	Relocate traffic signal	359	UNF		Unfunded						100	100
Box Springs Road / Morton Road Traffic Signal	Relocate traffic signal	360	UNF		Unfunded						100	100
Cactus Avenue / Gilbert Street Traffic Signal	Relocate traffic signal	361	UNF		Unfunded						150	150
Cactus Avenue / Graham Street Traffic Signal	Relocate traffic signal	362	UNF		Unfunded						100	100
Cactus Avenue / Joy Street Traffic Signal	Relocate traffic signal	363	UNF		Unfunded						150	150
Cactus Avenue / Quincy Street Traffic Signal	New traffic signal	364	UNF		Unfunded						293	293
Cactus Avenue / Veterans Way Traffic Signal	Relocate traffic signal	365	UNF		Unfunded						150	150
Cottonwood Avenue / Elsworth Street Traffic Signal	New traffic signal and street improvements	366	416		Unfunded						236	236
			417		Unfunded						125	125
Cottonwood Avenue / Eucalyptus Avenue (Future) Traffic Signal	New traffic signal	367	UNF		Unfunded						293	293
Cottonwood Avenue / Morrison Street Traffic Signal	New traffic signal	368	UNF		Unfunded						293	293
Cottonwood Avenue / Old 215 Frontage Road Traffic Signal	New traffic signal	369	UNF		Unfunded						293	293

MV00102248

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Cottonwood Avenue / Quincy Street Traffic Signal	New traffic signal	370	UNF		Unfunded						293	293
Cottonwood Avenue / Redlands Boulevard Traffic Signal	New traffic signal	371	UNF		Unfunded						293	293
Cottonwood Avenue / Sinclair Street Traffic Signal	New traffic signal	372	UNF		Unfunded						293	293
Cottonwood Avenue / Theodore Street Traffic Signal	New traffic signal	373	UNF		Unfunded						293	293
Day Street / Cottonwood Avenue Traffic Signal	Relocate traffic signal	374	UNF		Unfunded						100	100
Day Street / Dracaea Avenue Traffic Signal	Relocate traffic signal	375	UNF		Unfunded						150	150
Day Street / Eucalyptus Avenue Traffic Signal	Relocate traffic signal	376	UNF		Unfunded						200	200
Day Street / Gateway Drive Traffic Signal	Relocate traffic signal	377	UNF		Unfunded						200	200
Day Street / Old 215 Frontage Road Traffic Signal	New traffic signal	378	UNF		Unfunded						293	293
Elder Avenue/ Kitching Street Traffic Signal	New traffic signal	379	UNF		Unfunded						293	293
Elder Avenue/ Lasselle Street Traffic Signal	New traffic signal	380	UNF		Unfunded						293	293
Elder Avenue/ Morrison Street Traffic Signal	New traffic signal	381	UNF		Unfunded						293	293
Elsworth Street / Dracaea Avenue Modern Roundabout	Replace all-way stop-controlled intersection (Project delayed)	382	417		Unfunded				588			588

MV00102249

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Encilia Avenue (formerly Eucalyptus Avenue) / Quincy Street Traffic Signal	New traffic signal	383	UNF		Unfunded						293	293
Encilia Avenue (formerly Eucalyptus Avenue) / Redlands Boulevard Traffic Signal	New traffic signal	384	UNF		Unfunded						293	293
Encilia Avenue (formerly Eucalyptus Avenue) / Theodore Street Traffic Signal	New traffic signal	385	UNF		Unfunded						293	293
Eucalyptus Avenue / Arbor Park Lane Traffic Signal	Relocate traffic signal	386	UNF		Unfunded						150	150
Eucalyptus Avenue/ Indian Street Traffic Signal	New traffic signal	387	UNF		Unfunded						293	293
Eucalyptus Avenue/ Kitching Street Traffic Signal	New traffic signal	388	UNF		Unfunded				272			272
Eucalyptus Avenue / Lasselle Street Traffic Signal	New traffic signal	389	UNF		Unfunded						293	293
Eucalyptus Avenue (formerly Fir Avenue) / Encilia Avenue (formerly Eucalyptus Avenue) Traffic Signal	New traffic signal	390	UNF		Unfunded						293	293
Eucalyptus Avenue (formerly Fir Avenue) / Quincy Street Traffic Signal	New traffic signal	391	UNF		Unfunded						293	293
Eucalyptus Avenue (formerly Fir Avenue) / Redlands Boulevard Traffic Signal	New traffic signal	392	UNF		Unfunded						293	293
Eucalyptus Avenue (formerly Fir Avenue) / Sinclair Street Traffic Signal	New traffic signal	393	UNF		Unfunded						293	293
Eucalyptus Avenue (formerly Fir Avenue) / Theodore Street Traffic Signal	New traffic signal	394	UNF		Unfunded						293	293
Eucalyptus Avenue (Future) / Encilia Avenue (formerly Eucalyptus Avenue) Traffic Signal	New traffic signal	395	UNF		Unfunded						293	293

MV00102250

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Eucalyptus Avenue (Future) / Gilman Springs Road Traffic Signal	New traffic signal	396	UNF		Unfunded						293	293
Eucalyptus Avenue (Future) / Spine Road (Future) Traffic Signal	New traffic signal	397	UNF		Unfunded						293	293
Eucalyptus Avenue (Future) / Virginia Street (Future) Traffic Signal	New traffic signal	398	UNF		Unfunded						293	293
Frederick Street / Brabham Street Traffic Signal	Relocate traffic signal	399	UNF		Unfunded						100	100
Frederick Street / Cactus Avenue Traffic Signal	Relocate traffic signal	400	UNF		Unfunded						150	150
Frederick Street / Centerpoint Drive Traffic Signal	Relocate traffic signal	401	UNF		Unfunded						100	100
Frederick Street / Sunnymead Boulevard - Eastbound SR-60 Traffic Signal	Relocate traffic signal	402	UNF		Unfunded						150	150
Heacock Street / Fir Avenue Traffic Signal	Relocate traffic signal	403	UNF		Unfunded						150	150
Heacock Street / Hemlock Avenue Traffic Signal	Relocate traffic signal	404	UNF		Unfunded						100	100
Heacock Street / Lake Summit Drive Traffic Signal	New traffic signal	405	UNF		Unfunded						293	293
Heacock Street / San Michele Road Traffic Signal	Relocate traffic signal	406	UNF		Unfunded						100	100
Indian Street / Eucalyptus Avenue Traffic Signal	New traffic signal	407	417		DIF Traffic Signals						293	293
Indian Street / Hemlock Avenue Traffic Signal	Relocate traffic signal	408	UNF		Unfunded						150	150

MV00102251

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Indian Street / Iris Avenue Traffic Signal	Relocate traffic signal	409	UNF		Unfunded						100	100
Indian Street / San Michelle Road Traffic Signal	Relocate traffic signal	410	UNF		Unfunded						150	150
Indian Street / Sundial Way Traffic Signal	New traffic signal	411	UNF		Unfunded						293	293
Interconnect Installation	Interconnection of traffic signals throughout City	412	UNF		Unfunded						18,000	18,000
Iris Avenue / Concord Way Traffic Signal	New traffic signal	413	UNF		Unfunded						293	293
Ironwood Avenue / Graham Street Traffic Signal	Relocate traffic signal	414	UNF		Unfunded						100	100
Ironwood Avenue/ Lasselle Street Traffic Signal	New traffic signal	415	UNF		Unfunded						293	293
Ironwood Avenue / Morrison Street Traffic Signal	New traffic signal	416	UNF		Unfunded						293	293
Ironwood Avenue / Quincy Street Traffic Signal	New traffic signal	417	UNF		Unfunded						293	293
Ironwood Avenue / Sinclair Street Traffic Signal	New traffic signal	418	UNF		Unfunded						293	293
Ironwood Avenue / Theodore Street Traffic Signal	New traffic signal	419	UNF		Unfunded						293	293
John F. Kennedy Drive / Redlands Boulevard Traffic Signal	New traffic signal	420	UNF		Unfunded						293	293
Kitching Street / Bay Avenue Traffic Signal	New traffic signal	421	UNF		Unfunded						380	380

MV00102252

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Kitching Street / Ironwood Avenue Traffic Signal	Relocate traffic signal	422	UNF		Unfunded						100	100
Krameria Avenue / Heacock Street Traffic Signal	New traffic signal	423	UNF		Unfunded						293	293
Krameria Avenue / Indian Street Traffic Signal	New traffic signal	424	UNF		Unfunded						293	293
Lasselle Street / Alessandro Boulevard Traffic Signal	Relocate traffic signal	425	UNF		Unfunded						150	150
Moreno Beach Drive / Alessandro Boulevard Traffic Signal	Relocate traffic signal	426	UNF		Unfunded						250	250
Moreno Beach Drive / Championship Drive Traffic Signal	New traffic signal	427	UNF		Unfunded						293	293
Moreno Beach Drive / Cottonwood Avenue Traffic Signal	Relocate traffic signal	428	UNF		Unfunded						200	200
Moreno Beach Drive / Ironwood Avenue Traffic Signal	Relocate traffic signal	429	UNF		Unfunded						250	250
Moreno Beach Drive / Locust Avenue Traffic Signal	New traffic signal	430	UNF		Unfunded						293	293
Nandina Avenue / Kitching Street Traffic Signal	New traffic signal	431	UNF		Unfunded						293	293
Nason Street / Alessandro Boulevard Traffic Signal	Relocate traffic signal	432	UNF		Unfunded						250	250
Nason Street / Cactus Avenue Traffic Signal	Relocate traffic signal	433	UNF		Unfunded						150	150
Nason Street / Clubhouse Drive Traffic Signal	New traffic signal	434	UNF		Unfunded						293	293

MV00102253

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Nason Street / Cottonwood Avenue Traffic Signal	Relocate traffic signal	435	UNF		Unfunded						150	150
Nason Street / Dracaea Avenue Traffic Signal	Relocate traffic signal	436	UNF		Unfunded						100	100
Nason Street / Fir Avenue Traffic Signal	Relocate traffic signal	437	UNF		Unfunded						100	100
Nason Street / Ironwood Avenue Traffic Signal	Relocate traffic signal	438	UNF		Unfunded						200	200
Oliver Street / John F. Kennedy Drive Traffic Signal	New traffic signal	439	UNF		Unfunded						293	293
Perris Boulevard / Dracaea Avenue Traffic Signal	Relocate traffic signal	440	UNF		Unfunded						100	100
Perris Boulevard / Eastgate Traffic Signal	Relocate traffic signal	441	UNF		Unfunded						150	150
Perris Boulevard / Eucalyptus Avenue Traffic Signal	Relocate traffic signal	442	UNF		Unfunded						100	100
Perris Boulevard / Manzanita Avenue Traffic Signal	Relocate traffic signal	443	UNF		Unfunded						150	150
Perris Boulevard / Pico Vista Way Traffic Signal	New traffic signal	444	UNF		Unfunded			293				293
Perris Boulevard / Rivard Road Traffic Signal	New traffic signal	445	UNF		Unfunded						293	293
Perris Boulevard / Santiago Drive Traffic Signal	New traffic signal	446	UNF		Unfunded						293	293
Perris Boulevard / Suburban Lane Traffic Signal	Relocate traffic signal	447	UNF		Unfunded						100	100

MV00102254

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Perris Boulevard / Sunnymead Ranch Parkway Traffic Signal	Relocate traffic signal	448	UNF		Unfunded						100	100
Pigeon Pass Road / Climbing Rose Drive Traffic Signal	Relocate traffic signal	449	UNF		Unfunded						100	100
Pigeon Pass Road / Hemlock Avenue Traffic Signal	Relocate traffic signal	450	UNF		Unfunded						100	100
Pigeon Pass Road / Ironwood Avenue Traffic Signal	Relocate traffic signal	451	UNF		Unfunded						150	150
Pigeon Pass Road / Swan Street Traffic Signal	Relocate traffic signal	452	UNF		Unfunded						100	100
Pigeon Pass Road / Western Ridge Road Traffic Signal	Relocate traffic signal	453	UNF		Unfunded						150	150
Redlands Boulevard / Ironwood Avenue Traffic Signal	Relocate traffic signal	454	UNF		Unfunded						250	250
Spine Road (Future) / Gilman Springs Road Traffic Signal	New traffic signal	455	UNF		Unfunded						293	293
Spine Road (Future) / Virginia Street (Future) Traffic Signal	New traffic signal	456	UNF		Unfunded						293	293
SR-60 Eastbound Ramps / Theodore Street Traffic Signal	New traffic signal	457	UNF		Unfunded						293	293
SR-60 Wastbound Ramps / Redlands Boulevard Traffic Signal	New traffic signal	458	UNF		Unfunded			820				820
SR-60 Westbound Ramps / Theodore Street Traffic Signal	New traffic signal	459	UNF		Unfunded						293	293
Sunnymead Boulevard / Indian Street Traffic Signal	Relocate traffic signal	460	UNF		Unfunded						150	150

MV00102255

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

TRAFFIC SIGNALS

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 13/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Sunnymead Boulevard / Kitching Street Traffic Signal	New traffic signal	461	UNF		Unfunded						293	293
Sunnymead Ranch Parkway / Pigeon Pass Road Traffic Signal	New traffic signal	462	UNF		Unfunded						293	293
Towngate Boulevard / Eucalyptus Avenue Traffic Signal	Relocate traffic signal	463	UNF		Unfunded						150	150
Valley Springs Parkway / Eucalyptus Avenue Traffic Signal	Relocate traffic signal	464	UNF		Unfunded						100	100
Total Unfunded Projects						**0**	**0**	**1,113**	**860**	**0**	**42,635**	**44,608**
Total Traffic Signals						**970**	**670**	**1,593**	**890**	**30**	**42,665**	**46,818**

MV00102256

Capital Improvement Plan
FY 2011-2016 and Beyond
Projects Listed by Category
Amount in $1,000's

UNDERGROUND UTILITIES

Project Name	Project Description	Page #	Fund Source	Account Number	Fund Description	Carryover to FY 11/12	New Request FY 11/12	Plan FY 12/13	Plan FY 12/14	Plan FY 14/15	Plan FY 15/16 & Beyond	Grand Totals
Funded Projects												
Citywide Fiber Optic Communications Expansion	Extension of existing optic fiber cable	467	750	69630	Technology Services	213						213
Total Funded Projects						**213**	**0**	**0**	**0**	**0**	**0**	**213**
Partially Funded Projects												
None Listed												0
Total Partially Funded Projects						**0**	**0**	**0**	**0**	**0**	**0**	**0**
Unfunded Projects												
Nason Street / Dracaea Avenue Booster Pump Relocation	Relocate existing booster pump at NW corner of Nason Street and Dracaea Avenue	469	UNF		Unfunded						2,101	2,101
Underground In-Lieu Fees Project	Construct missing street segment improvements	470	359		Unfunded						700	700
Total Unfunded Projects						**0**	**0**	**0**	**0**	**0**	**2,801**	**2,801**
Total Underground Utilities						**213**	**0**	**0**	**0**	**0**	**2,801**	**3,014**

MV00102257

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0035 Amendment to Municipal Code 9.03 Residential Development 9.08 Grading 9.11 Parking, Pedestrian and Loading Requirements 9.16 Design Guidelines 9.17 Landscape Requirements
Date:	May 12, 2011
Applicant:	City of Moreno Valley
Representative:	Planning Division
Location:	City-wide
Proposal:	The proposed amendment is an update to the City's Municipal Code to implement new design standards to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit which is designed to minimize impacts from new development as well as redevelopment projects discharging urban waters entering Waters of the U.S. from municipal separate storm sewer systems which is regulated under the National Pollutant Discharge Elimination System (NPDES) permit.
Recommendation:	Approval

PROJECT DESCRIPTION

This proposed amendment would modify various provisions of the Municipal Code Sections 9.03 Residential Development, 9.08, Grading 9.11, Parking, Pedestrian and Loading Requirements, 9.16, Design Guidelines, and 9.17 Landscape Requirements providing new design standards promoting green infrastructure/low impact development (LID) techniques to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit requirements with required compliance by July 29, 2011. Additionally, all projects are required to include "Best Management Practices" (BMPs) which provide measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States,

The primary changes include revising design requirements to promote on-site water retention and infiltration in an effort to clean the water of contaminants prior to the water being discharged from the site into storm drains and flood control channels which then enter receiving waters such as the Santa Ana Watershed. Hardscape areas increase the runoff and amount of water that needs to be cleaned by the water quality permit. The proposed site design requirements and preferences are intended to reduce the runoff and the costs associated with cleaning runoff.

In an effort to meet the goals and objectives of the permit requirements and include Best Management Practices into the site design, projects will be required to reduce the hardscape within the parking lots and on site hardscape areas by increasing the landscape areas, using pervious materials in the design, as well as providing additional curb cuts to convey the drainage into landscape areas for water quality retention and absorption.

Included are changes to Municipal Code sections 8.10 Storm Water/Urban runoff Management and Discharge Controls and 8.21 Grading Regulations with the addition of 8.21.200 Permeable Surface Design. The Public Works Department is responsible to ensure projects meet water quality requirements as well as site grading while complying with the MS4 permit requirements. These changes are included to be consistent through inter-departmental reviews. Municipal Code section changes to Title 8 are provided for consistency with Title 9, however, do not require any action from the Planning Commission.

Where applicable in all sections listed, Community Development Director/Department has been changed to Community & Economic Development Director or Community & Economic Development Department. Additionally, minor clerical items have been corrected for consistency.

The following are the proposed changes to the Municipal Code, Title 9 for Planning and Zoning.

9.03.040 Residential Development

CURRENT STANDARDS	PROPOSED CHANGES
Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent	Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent

of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials except for necessary walks and fences.	of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials **to include water efficient native plants,** except for necessary walks and fences. **Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces**. **Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce run off.**
6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.	6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community **& Economic D**evelopment **D**irector may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.	Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. **Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.**
Section G 12. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.	Section G 12. **Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.**

9.08.080 Grading

CURRENT STANDARDS	PROPOSED CHANGES
Section A. Lots slope toward, rather than away from the street; unless otherwise approved by the city engineer.	Section A. Lots slope **to landscape areas or pervious surfaces** unless otherwise approved by the city engineer;
New standard.	**Section M.** **Grading shall only be performed on the portion of the site where the building will be located and necessary improvements.**

9.11 Parking, Pedestrian and Loading Requirements

9.11.010 Purpose and intent.

CURRENT	PROPOSED
Section E. Implement general plan circulation and energy conservation policies:(Ord. 359 (part), 1992)	Section E. Implement general plan circulation and energy conservation policies; **and** ~~(Ord. 359 (part), 1992)~~
New	**Section F.** **Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.**

9.11.040 Off-street parking requirements

CURRENT	PROPOSED
Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the minimum off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses	Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the **required** off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. **Parking provided above the amount of required off-street parking must be**

	constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:
911.040 A-12 Table The table states the minimum requirement for parking based on the use.	**The table will state the "required" parking based on the use.**

9.11.060 Off-street bicycle parking requirements

CURRENT	PROPOSED
Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition	Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. **Pervious pavement is recommended**.

9.11.080 Design standards.

CURRENT	PROPOSED
New	**25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.**
Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be a minimum of nine feet in width eighteen (18) feet in depth (see Figure 9.11.080-5).	**Section B** 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine (9) feet in width **and sixteen (16)** feet in **depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be** eighteen (18) feet **of paved** ~~in~~ depth **with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback).** (see Figure 9.11.080-5).
~~Figure 9.11.080-5~~	**Figure 9.11.080-5 modified to reflect 16 feet Nonparallel Parking Spaces**

~~Figure 9.11.080-6~~	**Figure 9.11.080-6 Parking Space Striping Requirements** **modified to reflect both 16 feet and 18 feet in depth parking spaces labeled as 911.080-6A and 9.11.080-6B**
Section C 1. Drainage. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.	Section C 1. Drainage. **Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading.** All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.
Figure 9.11.080-6	**Figure 9.11.080-6, Parking Space Striping Requirements-- modified to reflect parking space dimension requirements.**
Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer.	Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. **Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.**

9.11.100 Circulation-Pedestrian

CURRENT	PROPOSED
Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation.	Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. **The use of pervious paving surfaces is recommended**

	where feasible.

9.16 Design Guidelines

9.16.010 Introduction and scope of guidelines.

CURRENT	PROPOSED
~~Section A.~~ ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commissions and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~	**Section A.** **The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.**

9.16.110 Objectives, generally.

CURRENT	PROPOSED
Section C. 6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment,	Section C. 6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, **including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off**;
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape **requirements.** ~~guidelines as adopted by Ordinance No. 247.~~

9.16.120 General guidelines.

CURRENT	PROPOSED
Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view.	Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. **Roof drains shall be integrated into the building design for aesthetics and shall convey water to landscape areas for water quality.**
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape **requirements.** ~~guidelines as adopted by Ordinance No. 247.~~

9.16.130 Single-family residential.

CURRENT	PROPOSED
Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access.	Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. **Pervious surfaces are required for such areas within required setbacks.**
11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements.	11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. **Pervious surfaces are recommended where feasible.**

9.16.140 Multifamily residential shall be deleted in its entirety.

The multifamily residential design guidelines were incorporated into section 9.03.040 of the Municipal Code which was approved September 22, 2009.

9.16.150 Commercial (retail, office, mixed use).

CURRENT	PROPOSED
Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be located inside the exterior walls of a structure.	Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and **drain into a landscape area for water quality, retention and absorption to reduce water run off**.

9.16.160 Business park/industrial.

CURRENT	PROPOSED
Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided (Ord. 359 (Attach. 2 (part)), 1992)	Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided. **Pervious surfaces are recommended where feasible**. (Ord. 359 (Attach. 2 (part)), 1992)

9.16.220 Roadway Circulation.

CURRENT	PROPOSED
Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)	Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays **(including pervious paving where feasible)** are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)

9.16.235 Hillside Development.

CURRENT	PROPOSED
Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.	Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. **Pervious surfaces are recommended where feasible.**

9.17 Landscape and Water Efficiency Requirements

9.17.050 Parking and drive-through landscape areas.

CURRENT	PROPOSED
Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:	Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, **promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces,** and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:
3. Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director. Openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality.	3. **Curb cut** openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. **Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.**

9.17.070 Single family residential development.

CURRENT	PROPOSED
6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback.	6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. **Pervious pavement/surfaces are recommended to reduce water runoff.**

917.080 Multifamily residential development.

CURRENT	PROPOSED
Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls.	Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. **The use of permeable surfaces is recommended for walks and patios to reduce water runoff.**

9.17.090 Commercial, industrial, public and quasi-public development.

CURRENT	PROPOSED
Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged. Such areas should incorporate focal points such as	Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the **use of pervious surface areas that**

water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.	**reduce water run off**. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

917.110 Erosion control/slope planting.

CURRENT	PROPOSED
5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability.	5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, **draining to landscape or permeable surface areas that allow for water retention and absorption.**

917.150 Water efficiency requirements.

CURRENT	PROPOSED
New	**11. Direct all runoff from roofs and hardscape areas to landscaping areas.**
New	**12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.**

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines. The amendment does not have the potential to cause a significant effect on the environment.

NOTIFICATION

A 1/8 page public notice was published in the local newspaper Saturday, April 30, 2011.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-11 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 (Municipal Code Amendment); and,

2. **RECOGNIZE** that PA10-0035 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

Prepared by:	Approved by:
Julia Descoteaux Associate Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-11
3. 9.03.040 Residential Development
4. 9.08.080 Grading
5. 9.11 Parking Pedestrian and Loading
6. 9.16 Design Guidelines
7. 9.17 Landscaping

NOTICE
OF
PLANNING COMMISSION
PUBLIC HEARING

THE PLANNING COMMISSION WILL CONSIDER A CITYWIDE AMENDMENT TO THE MUNICIPAL CODE PROVISIONS TO IMPLEMENT NEW DESIGN STANDARDS PROMOTING GREEN INFRASTRUCTURE/LID TECHNIQUES TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER (MS4) PERMIT WHICH IS DESIGNED TO MINIMIZE IMPACTS FROM NEW DEVELOPMENT AS WELL AS REDEVELOPMENT PROJECTS DISCHARGING URBAN WATERS TO WATERS OF THE U.S. THE RESIDENTIAL DEVELOPMENT, GRADING, PARKING, PEDESTRIAN AND LOADING REQUIREMENTS, DESIGN GUIDELINES, AND LANDSCAPE REQUIREMENTS SECTIONS HAVE BEEN REVISED.

The proposed amendment (PA10-0035) would change the various Moreno Valley Municipal Code provisions to minimize the impacts and convey surface drainage into landscape areas for water quality, retention and absorption.

The Municipal Code Amendment (PA10-0035) proposes changes to the following sections:

- 9.03 Residential Development
- 9.08 Grading
- 9.11 Parking, Pedestrian and Loading Requirements
- 9.16 Design Guidelines
- 9.17 Landscape Requirements

This project has been determined to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 of the CEQA Guidelines because the amendment does not have the potential to cause a significant effect on the environment.

The Planning Commission may consider any appropriate modifications or alternatives to the amendment or the environmental determination. Any person concerned about the proposal may submit written comments to the Planning Division prior to the hearing date listed below. Any person may appear and be heard in support or opposition to the project or the environmental determination at the time of the hearing. Any person interested in the proposed project may contact Julia Descoteaux, Associate Planner at (951) 413-3206 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission on or before the following meeting date:

Thursday, May 12, 2011
7:00 P.M.
City Council Chambers
14177 Frederick Street
Moreno Valley, CA 92552-0805

Attachment 1

PLANNING COMMISSION RESOLUTION NO. 2011-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY RECOMMENDING APPROVAL OF PA10-0035 TO THE CITY COUNCIL, AMENDING MORENO VALLEY MUNICIPAL CODE REGULATIONS REGARDING RESIDENTIAL DEVELOPMENT, GRADING, PARKING, PEDESTRIAN AND LOADING REQUIRMENTS, DESIGN GUIDELINES AND LANDSCAPE REQUIREMENTS.

WHEREAS, the City of Moreno Valley has filed an application for the approval of PA10-0035, as described in the title of this Resolution.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The amendment is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment provides an update to the existing code to ensure compliance with the new National Pollutant Discharge Elimination System (NPDES) permit which is effective July 29, 2011. The updates include sections pertaining to residential development, grading, parking pedestrian and loading requirements, design guidelines and the landscape requirements.

2. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment provides an update to the existing code to ensure compliance with the new National Pollutant

Discharge Elimination System (NPDES) permit which is effective July 29, 2011.

3. **Conformance with Zoning Regulations –** The proposed amendment is consistent with the purposed and intent of Title 9.

   FACT: The amendment to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9 while meeting the expectations of the National Pollutant Discharge Elimination System permit which promotes green infrastructure/LID techniques to comply with the 2010 NPDES Municipal Separate Storm Sewer (MS4) Permit requirements by July 29, 2011. The updates include sections regarding, residential development, grading, parking pedestrian and loading requirements, design guidelines and the landscape requirements.

   In addition, the amendment furthers the specific purpose and intent of Title 9 to "implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan."

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-11, **RECOMMENDING** that the City Council **APPROVE** PA10-0035, thereby amending the Municipal Code as described in the title of this resolution.

APPROVED this 12th day of May, 2011.

_____
Ray Baker
Acting Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

MV00102273

9.03.040 Residential site development standards.

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate

governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Under 40,000 s.f.	R2 district standards
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

B. Hillside Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community **& Economic D**evelopment Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	**Standards**
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

Figure 9.03.040-1
Residential Lot Information

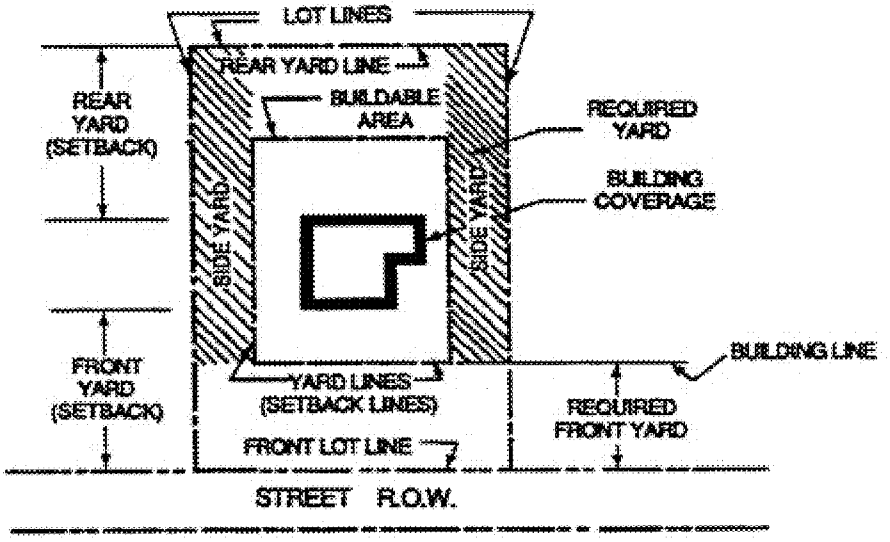

Figure 9.03.040-2
Residential Yard Descriptions

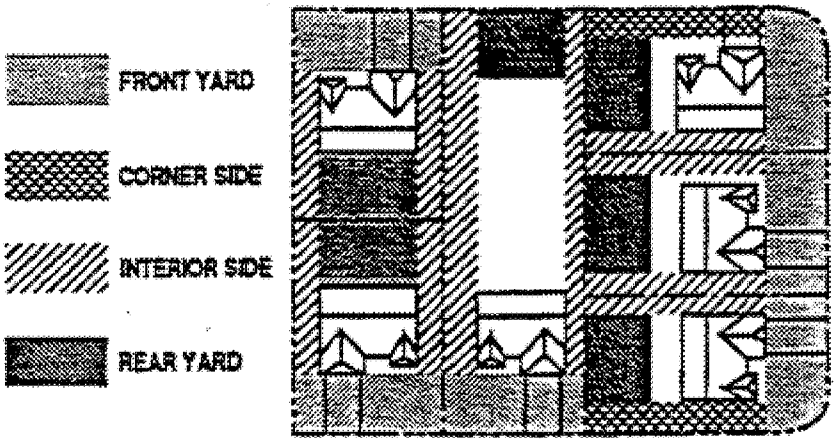

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

Notes to Residential Site Development Standards Table 9.03.040.6.

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

Table 9.03.040-7

Residential Site Development Standards

Multifamily Standards

Requirement	**R10**	**R15**	**R20**	**R30**
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet Interior side yard Street side yard	 10 20	 10 20	 10 20	 10 feet plus 2 feet for every 5 feet in height over 30 feet 20
Requirement	**R10**	**R15**	**R20**	**R30**
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

* The term "DUs" means dwelling units.

Note to Residential Site Development Standards Table 9.03.040-7.

1. Minimum dwelling sizes in multiple-family projects shall be as follows:

a. One bedroom: four hundred fifty (450) square feet;

b. Two bedroom: eight hundred (800) square feet;

c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

b. Automatic garage door openers;

c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds,

tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials **to include water efficient native plants,** except for necessary walks and fences. **Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces**. **Hardscape areas are**

recommended to be constructed with pervious surfaces where feasible to reduce run off.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The ~~c~~**C**ommunity **& Economic** ~~d~~**D**evelopment ~~d~~Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. **Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.**

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.

11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.

12. ~~Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.~~ **Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.**

13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.

14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.

15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.

16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include

interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

a. Intimate, shaded outdoor seating areas;

b. A network of pathways, providing interesting walking experiences;

c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;

d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;

e. Security;

f. Direct ambulance access (senior housing projects);

g. Parking close to units;

h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.72, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)

9.08.080 Grading.

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope ~~toward, rather than away from the street,~~ **to landscape areas or pervious surfaces** unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Grading shall only be performed on the portion of the site where the building is located and necessary improvements. (what are "necessary" improvements?)

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003: Ord. 359 (part), 1992)

Chapter 9.11 PARKING, PEDESTRIAN AND LOADING REQUIREMENTS

9.11.010 Purpose and intent.

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;

B. Ensure the maneuverability of emergency and service vehicles;

C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;

D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and

E. Implement general plan circulation and energy conservation policies; **and** ~~(Ord. 359 (part), 1992)~~

F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.

9.11.040 Off-street parking requirements.

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the ~~minimum~~ **required** off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. **Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:**

Table 9.11.040A-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.

Use	~~Minimum~~ Requirement	Covered Parking	Notes
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	~~Minimum~~ Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	

Commercial Uses	**~~Minimum~~ Requirement**	**Notes**
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	

Commercial Uses	~~Minimum~~ Requirement	Notes
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to
Research and development	1/350 sq. ft. of gross floor area	

Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	the loading parking stall already provided at the dock door.

Table 9.11.040D-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and

facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	**Number of Accessible Spaces Provided**
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

9.11.060 Off-street bicycle parking requirements.

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. **Pervious pavement is recommended**.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from

damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000: Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)

9.11.070 Adjustments to off-street parking requirements.

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the **C**ommunity & **Economic** **D**evelopment **D**irector, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a

determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)

9.11.080 Design standards.

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses

that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width **and sixteen (16)** feet in depth of **paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback).** (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

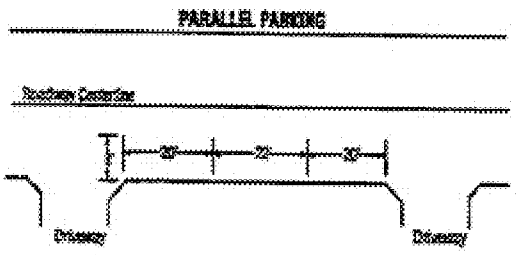

Figure 9.11.080-4

Dimensions of Parallel Parking Spaces

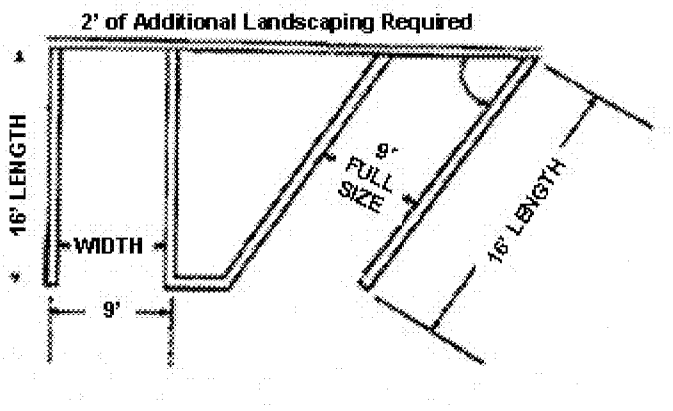

Figure 9.11.080-5

Nonparallel Parking Spaces

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. **Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading.** All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve

(12) inches) or as otherwise specified by the building official.

b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.

d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.

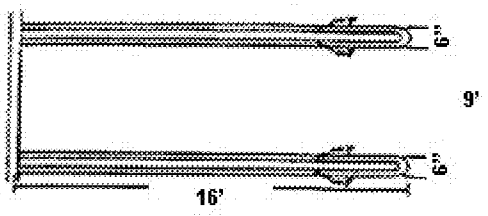

Figure 9.11.080-6A **Figure 9.11.080-6B**

Parking Space Striping Requirements

* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall pre-empt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking

spaces in order to reach the building's main entrance.

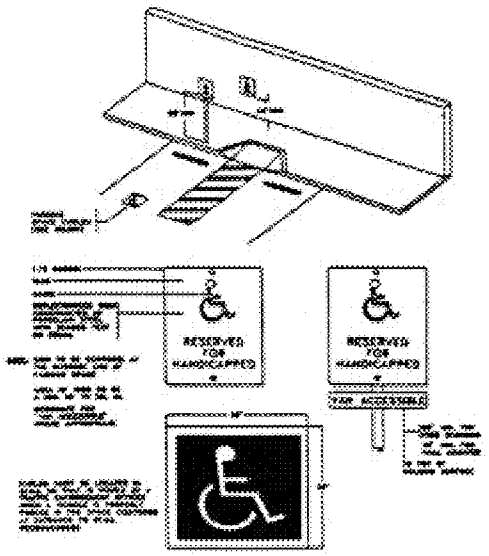

Figure 9.11.080-7

Accessible Parking Stall Requirement

* Ramps shall include a curb-cut type design

* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. **Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.**

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

Table 9.11.080-13
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius[1]	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing[2]	
From side property line	10 feet
From street corner	25 feet
Angle[3]	75°

[1] On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.
[2] Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.
[3] Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

Table 9.11.080-14

Street Classification	Distance from a Driveway to an Intersection	Spacing Between Adjacent Driveways
Expressway 134′ ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134′ ROW/120′ ROW		One driveway per parcel
Divided Arterial	Limited Access* **	Minimum 250 feet
110′ ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100′/88′/78′ ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66′ ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

* Access may be limited to the minimum movements necessary to safely expedite traffic.
** Access may be restricted by medians.
*** For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002; Ord. 557 § 2.6, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992)

9.11.100 Circulation—Pedestrian.

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. **The use of pervious paving surfaces is recommended where feasible.**

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)

9.16.010 Introduction and scope of guidelines.

A. ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commission's and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~

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B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city's design standards to new development and to remodels, upgrading design citywide and implementing the general plan's policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)

Article III Applications for Site Design and Architecture

9.16.110 Objectives, generally.

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakening an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, **including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off**;

7. Working in concert with the city's landscape **requirements.** ~~guidelines as adopted by Ordinance No. 247.~~

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);

5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)

9.16.120 General guidelines.

A. General guidelines apply to all uses and projects citywide.

1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.

2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.

3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.

4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.

5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.

6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.

7. Natural drainage courses should be retained in their natural state.

8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.

9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.

10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.

11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. **Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.**

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)

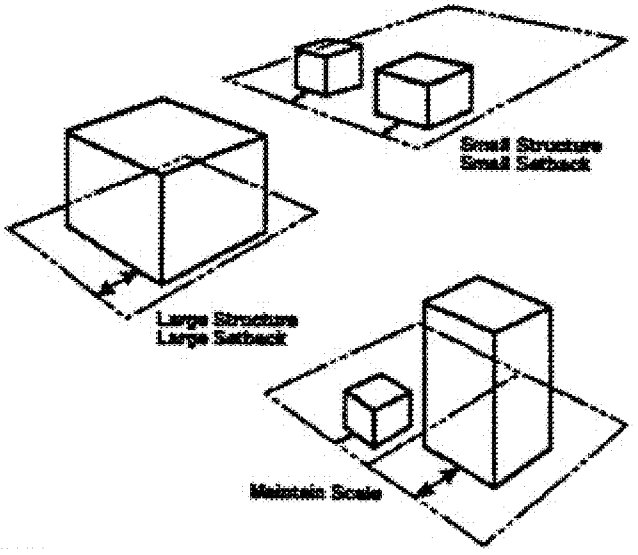

Setbacks in Scale with Building Bulk

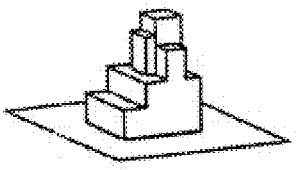

Taller Buildings
Stepping Back from Street

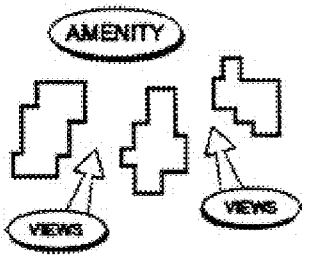

Preserve New Corridors

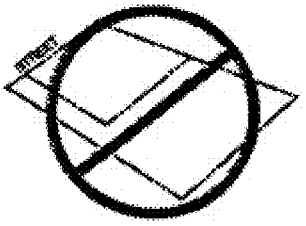

Discourage Flag Lots

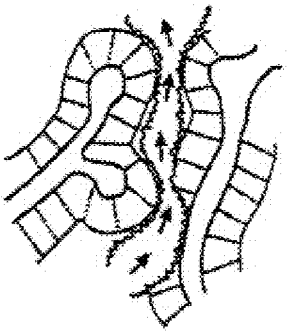

Drainage Course Retained
in Natural State

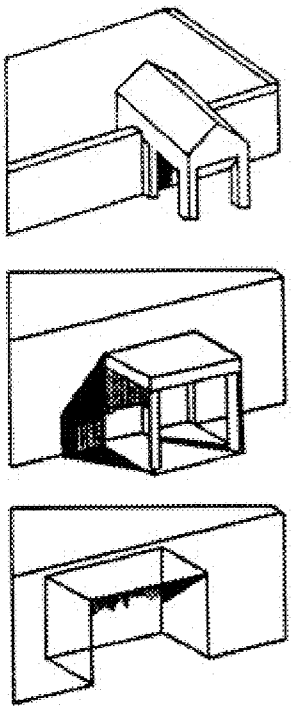

Articulated Building Entries

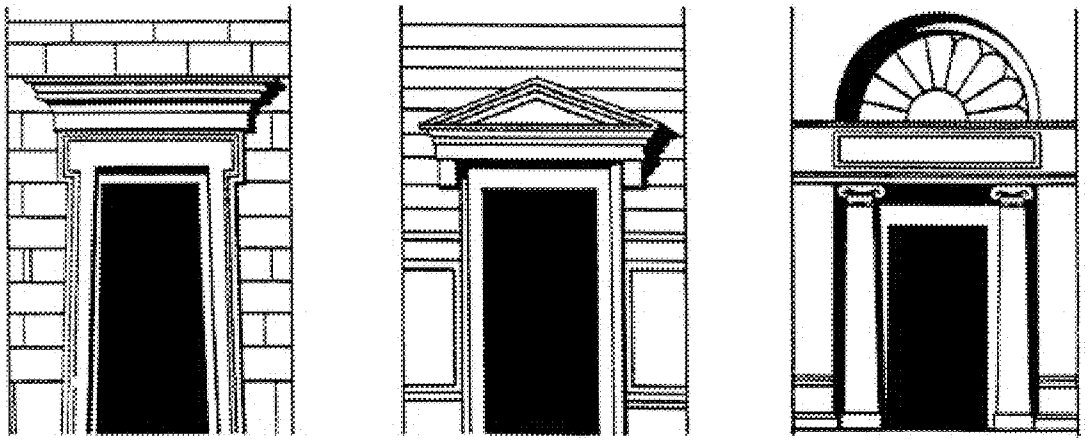

Detailed Design Elements for Building Entries

9.16.130 Single-family residential.

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

Designation	Maximum Density
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre

Designation	Maximum Density
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre"

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

a. Provide projecting and/or recessed entries and windows.

b. Include projecting or recessed balconies.

c. Front porch with a minimum depth of five feet.

d. Dormer windows.

e. Minimum eighteen (18") inch roof overhangs with detailed rafter tails.

f. Offset building planes a minimum of two feet.

g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks.

Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. **Pervious surfaces are required for such areas within required setbacks.**

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. **Pervious surfaces are recommended where feasible.**

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

Number of Units	**Minimum # of Footprints***	**Minimum # of Elevations/ Footprints**
5-9	1	2
10-24	2	3
25-49	3	3

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)

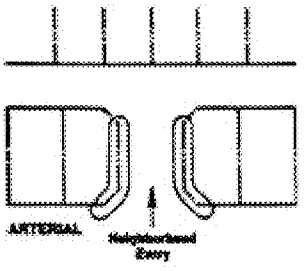

Landscape Treatment Areas at Neigborhood Entries

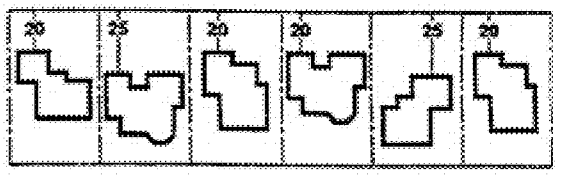

Vary Setbacks by at Least Five Feet

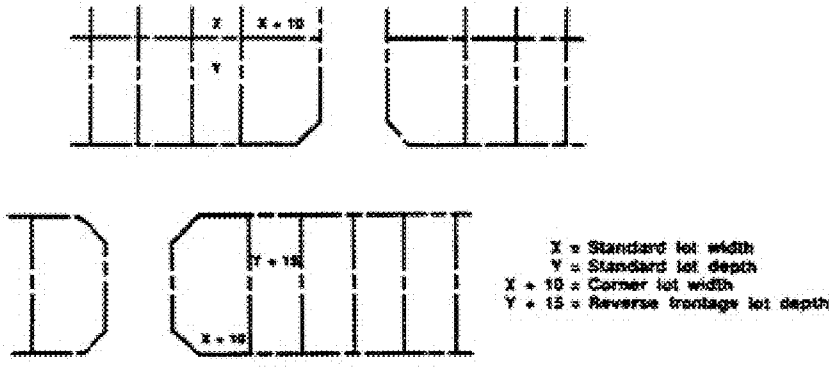

Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots

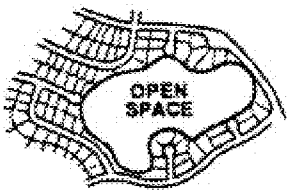

Use Curvilinear Elements and Orient Roads to Open Space and Views

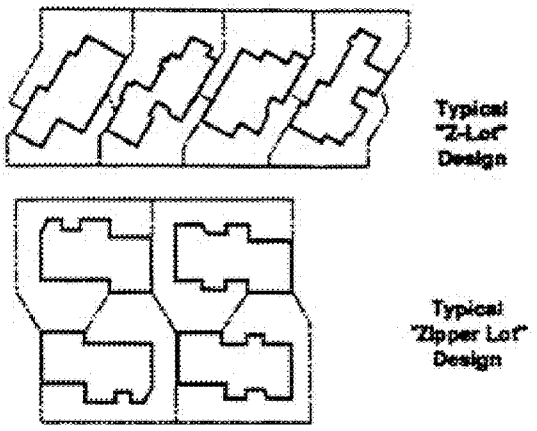

Innovative Subdivision Design

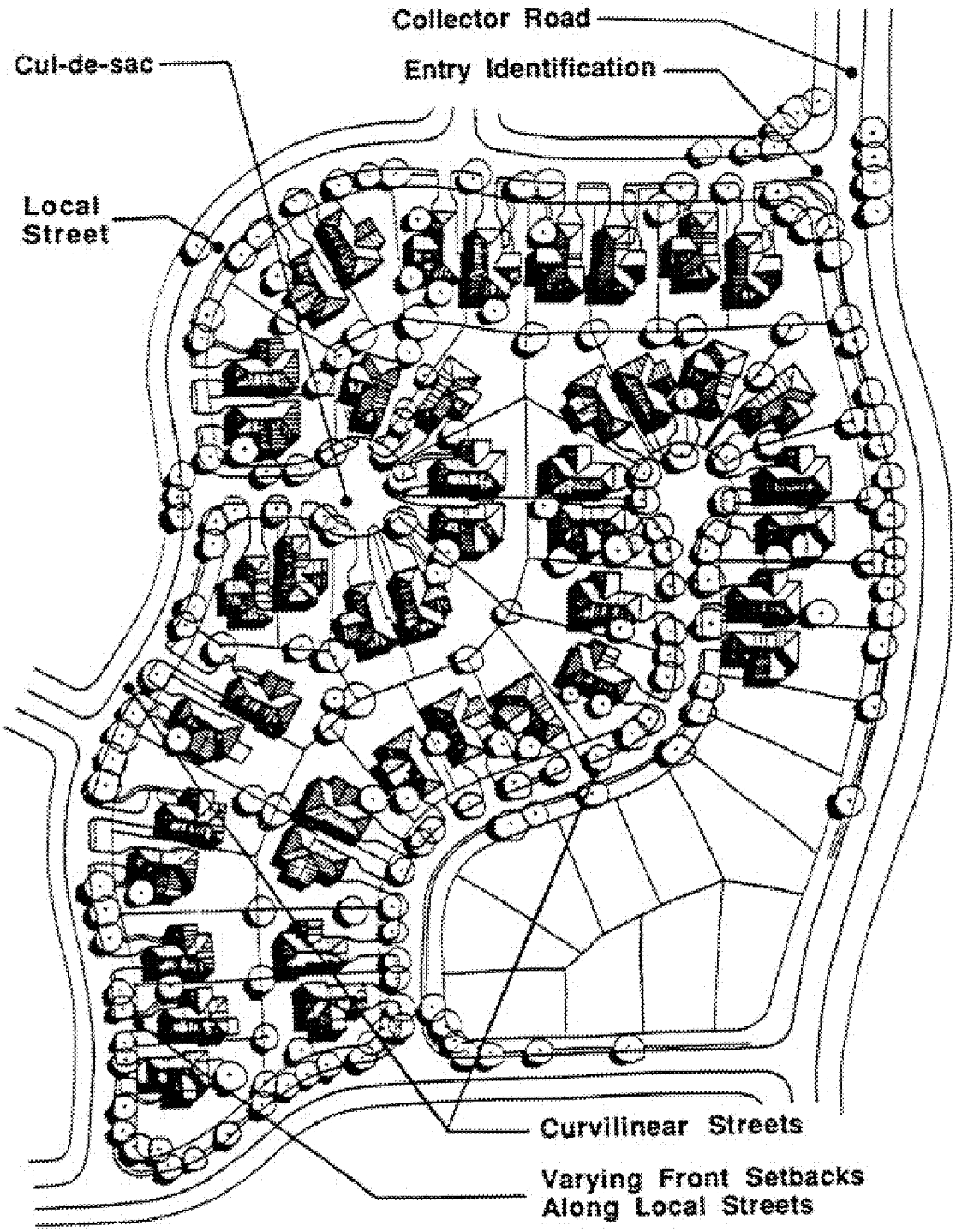

~~9.16.140 Multifamily residential.~~

~~A. These guidelines deal with multifamily residential (R10, R15 and R20) areas as found in the general plan.~~

~~1. Residential 10: provides for a variety of residential products and encourages innovation in housing types. Single-family detached residential, single-family attached residential, multiple-family attached residential, and mobile homes may be appropriate subject to applicable general plan policies and Moreno Valley ordinance provisions.~~

~~2. Residential 15: broadens the range of available housing types, and provides housing for those not desiring dwellings on individual parcels. Single-family attached residential may be appropriate.~~

~~3. Residential 20: provides housing in a more urban setting than found in other areas of the city and provides opportunities for low and moderate income housing.~~

~~Table 9.16.140A~~

~~Designation~~	~~Maximum Density~~	~~Threshold Density~~
~~R10~~	~~10 units/acre~~	~~8 units/acre~~
~~R15~~	~~15 units/acre~~	~~12 units/acre~~
~~R20~~	~~20 units/acre~~	~~16 units/acre~~

~~B. General Guidelines.~~

~~1. Tuck-under parking and/or opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.~~

~~2. Parking areas should be staggered and landscaped to add visual interest, individuality, rhythm and opportunities for accent treatments.~~

~~3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.~~

~~4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.~~

~~5. Open parking areas should be clustered and treated as landscaped plazas and courts.~~

~~6. Landscaping shall be used around the perimeter of the lot, as well as within the lot reducing paved area and providing for a more pedestrian-oriented site.~~

~~7. No more than four units for a two-story structure should be served by one entry.~~

~~8. Ground-floor dwellings should have a front and back entry, one of which is the main entry for the use of guests and is oriented to their arrival points.~~

~~9. Each multiple-family unit should have at least one hundred (100) square feet of private open space which may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.~~

~~10. Individual units should have a porch or porch-like space at the front door.~~

~~11. Areas for the storage of R.V.'s, boats, and campers shall be contained within multifamily projects and shall be heavily landscaped to protect views from other developments in the community.~~

~~12. One covered parking space shall be provided for every bedroom with no more than two covered parking spaces required per unit. The guest parking spaces do not need to be covered.~~

~~13. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.~~

~~14. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors, enhanced landscaping or enhanced paving.~~

~~15. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.~~

~~16. There should be at least one trash enclosure for every twenty-four (24) residential units.~~

~~17. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.~~

~~18. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or botts dots are not an acceptable alternative.~~

~~19. Freestanding structures, like gazebos or pergolas, should be located to define activity nodes at pathway intersections or in secluded landscape areas.~~

~~20. Drive aisles with no adjacent parking shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.~~

~~21. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.~~

~~22. Senior housing needs warrant special design considerations, including:~~

~~a. Intimate, shaded outdoor seating areas;~~

~~b. A network of pathways, providing interesting walking experiences;~~

~~c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;~~

~~d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;~~

~~e. Security;~~

~~f. Direct ambulance access;~~

~~g. Parking close to units;~~

~~h. Elevators.~~

~~23. Individual dwelling units should be distinguishable from one another and have separate entrances.~~

~~24. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.~~

~~25. Stacked flat condominium arrangements shall be discouraged, while townhouse styles shall be encouraged.~~

~~26. When appropriate, multifamily projects shall be designed for the needs of families with small children, the disabled and the elderly. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.~~

~~27. Architectural features should be used to increase privacy from nearby units and common or public spaces.~~

~~28. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable shall be discouraged.~~

~~29. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each entrance of a multiple-family development. (Ord. 670 § 3.1 (part), 2004; Ord. 359 (Attach. 2 (part)), 1992)~~

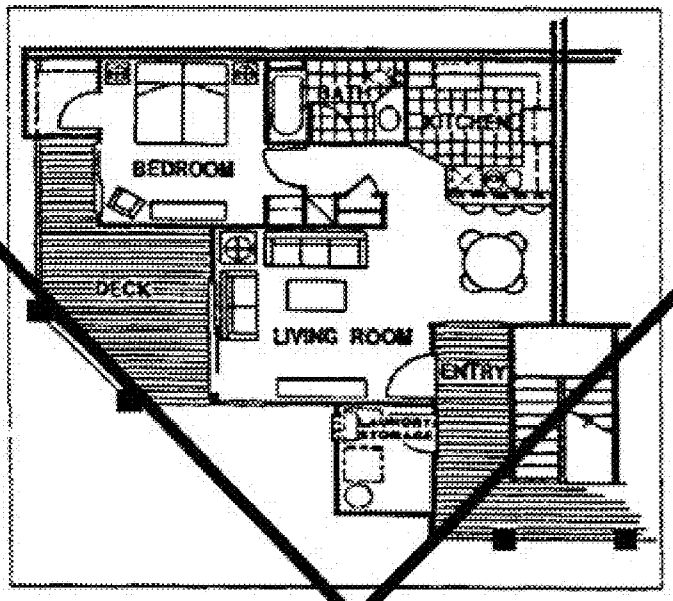

Apartment Unit With Patio Style Entry and Large Balcony

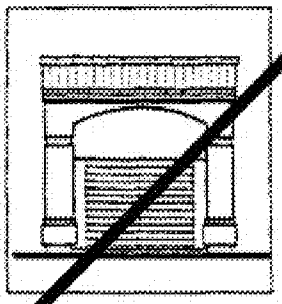

Architecturally Treated Trash Enclosure

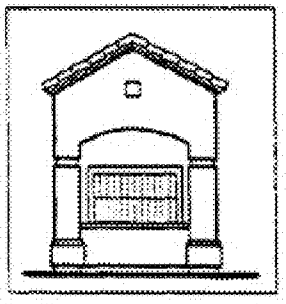

Architecturally Treated Mailbox Kiosk

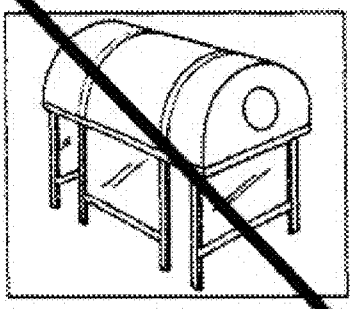

Freestanding Pergola

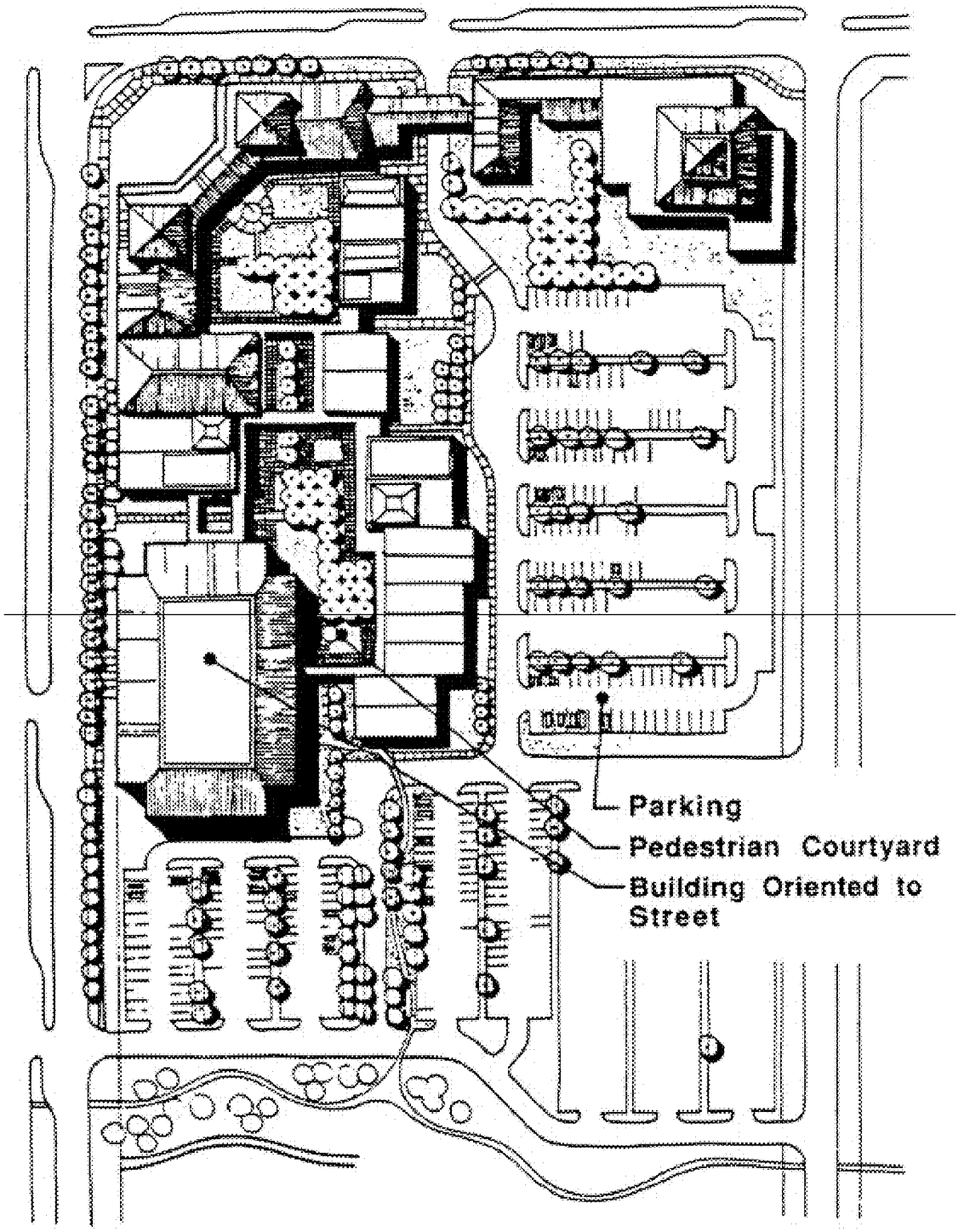

Commercial Center with Focal Points, Courtyards and Street Orientation

9.16.150 Commercial (retail, office, mixed use).

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a "turn-of-the-century" architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.

5. Architectural elements shall be an integral part of the facade design, avoiding the "pasted-on" look.

6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.

7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.

8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.

9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.

10. Continuous building mass should be divided into smaller units, providing both variety and scale.

11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.

12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.

13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.

15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.

16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial "crossover."

17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.

18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The "strip" commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and **drain into a landscape area for water quality, retention and absorption to reduce water run off**.

29. Architectural design of new projects shall be mindful of the surrounding district's urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)

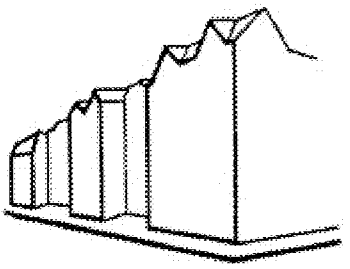

Continuous Mass Divided to Provide Scale

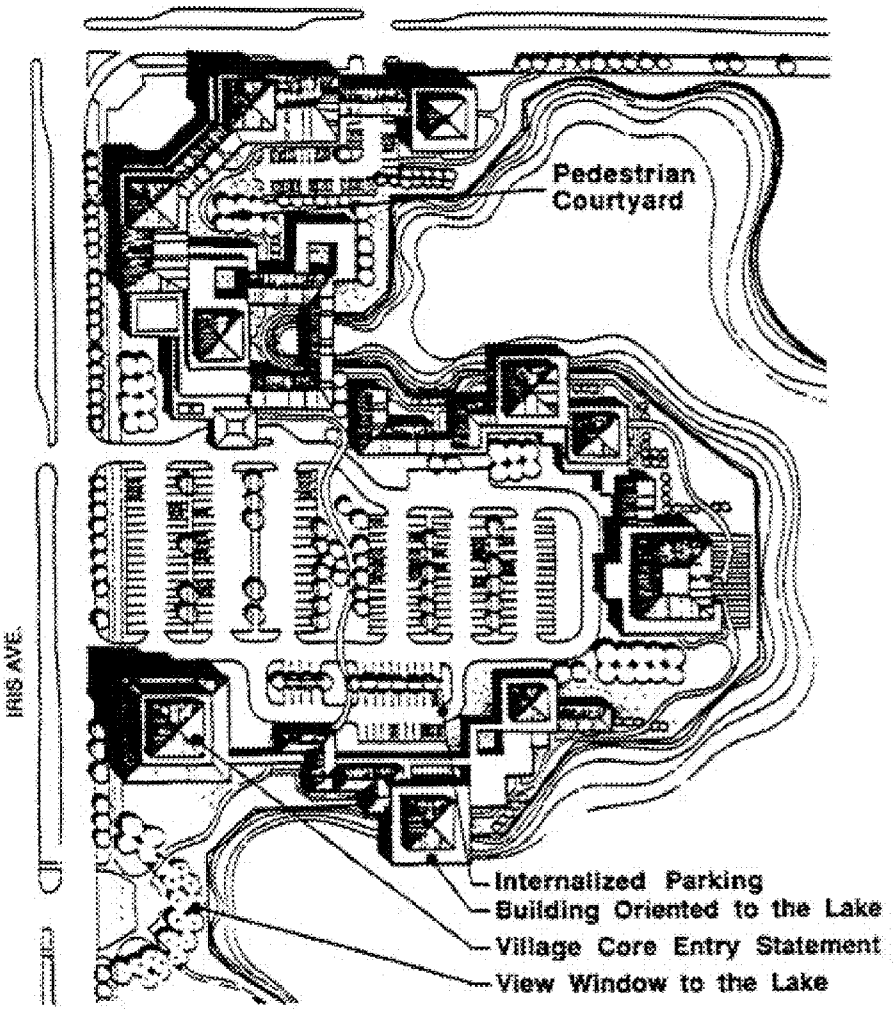

Commercial Center with Separated Pedestrian and Auto Circulation

9.16.160 Business park/industrial.

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an "up-scale" image for the community.

2. Clean, contemporary architectural expressions are encouraged.

3. All sides of all buildings shall have architectural treatment.

4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.

5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.

6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.

7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.

8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project's architecture.

9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.

10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.

11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.

12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.

13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.

14. Courtyards for resting, gathering and eating by employees shall be provided. **Pervious surfaces are recommended where feasible**. (Ord. 359 (Attach. 2 (part)), 1992)

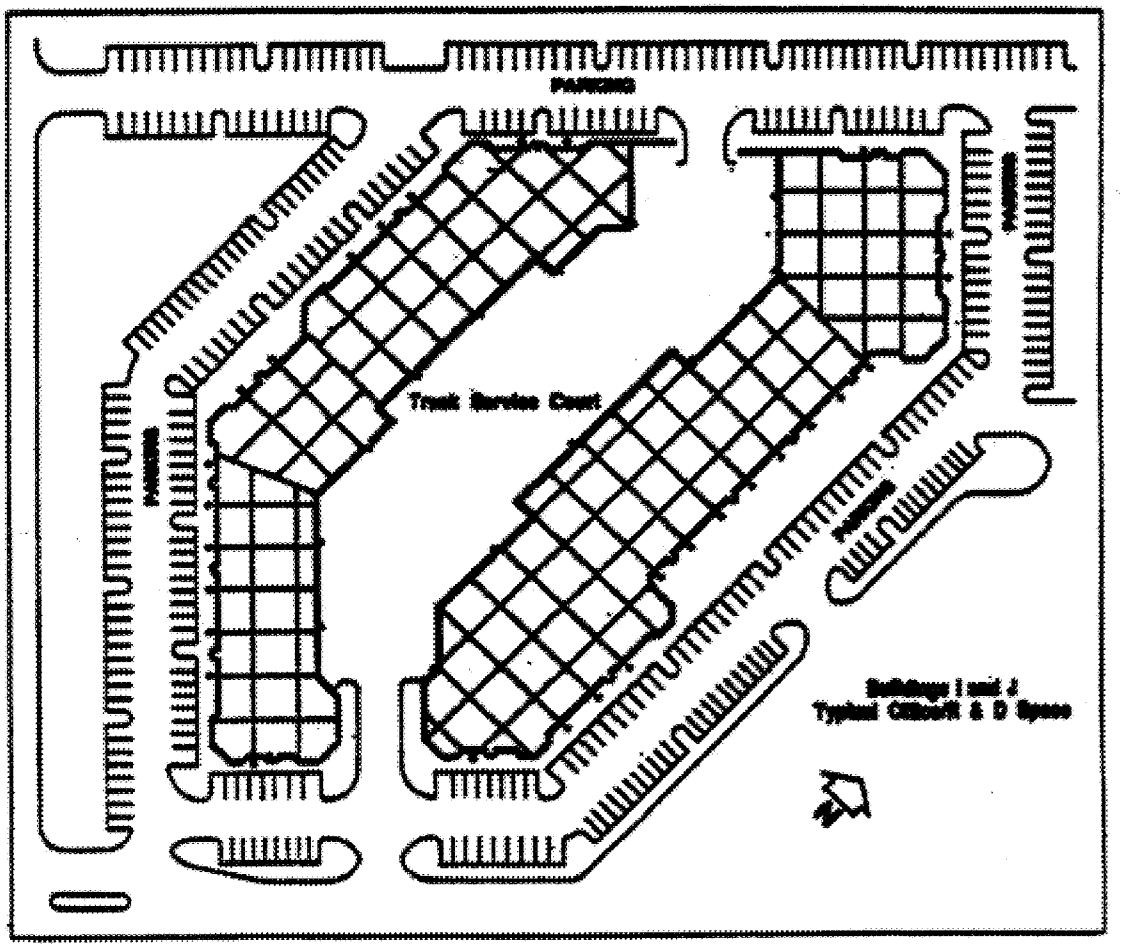

9.16.190 Natural open space standards.

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:

a. Undeveloped natural areas, that which has been left in its natural state;

b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.

2. The following shall guide the location of undeveloped natural areas:

a. Contiguous areas along drainage channels;

b. Ten (10) foot minimum widths adjacent to roadway improvements;

c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;

d. Areas contiguous with other natural areas of adjacent properties;

e. Areas containing rock outcroppings;

f. Areas containing soils with high permeability;

g. Significant stands or clusters of native vegetation;

h. Known or discovered archeological or paleontological sites.

3. The following shall guide the location of restored natural areas:

a. In required setbacks;

b. Adjacent to common recreation facilities;

c. Along roadway improvements or over utility easements;

d. Fuel modification zones, as required by the fire department.

4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

Table 9.16.190A

Natural Area Open Space Requirements

Average Percent Slope	Minimum Percent of Site to Remain as Natural Area Open Space
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.

b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.

c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.

d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the **C**ommunity **& Economic D**evelopment **D**irector or designee.

e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.

f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by

the city council. A landscaping program for restored natural areas shall be approved by the Community **& Economic D**evelopment Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)

9.16.200 Landscaping.

A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.

B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the **C**ommunity **& Economic D**evelopment Director.

C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.

D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.

E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.

F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003: Ord. 359 (Attach. 2 (part)), 1992)

9.16.210 Grading.

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. "Landforming" shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community **& Economic** Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope's capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.

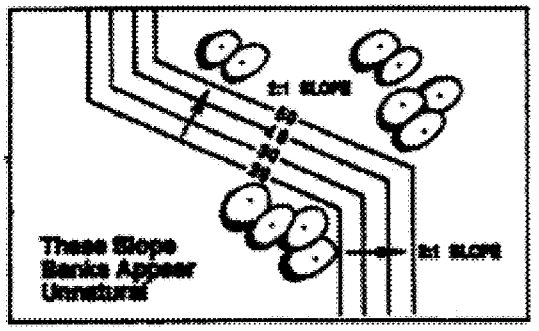

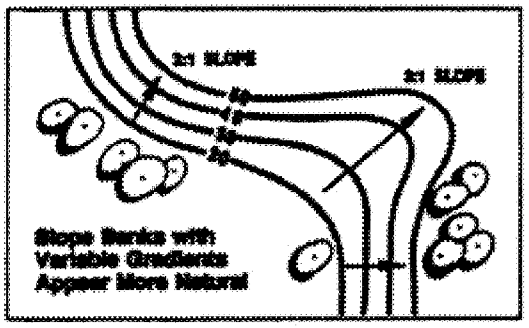

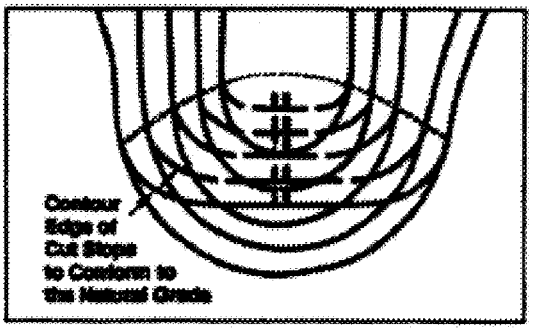

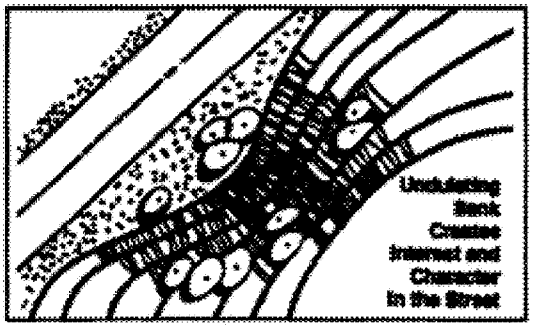

J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)

9.16.220 Roadways and circulation.

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays **(including pervious paving where feasible)** are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. **Pervious surfaces are recommended where feasible.**

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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9.17.030 Landscape and irrigation design standards.

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside's Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project's water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.

The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council www.cal-ipc.org). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.

2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.

3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.

4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.

5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.

6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.

7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.

2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.

3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.

4. All landscape plans shall indicate mature tree canopy diameters.

5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.

6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.

7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved "smart" automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and**/or** soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip**,** ~~and~~ bubbler-type and ~~MP~~ ~~rotator~~ **rotor sprays or stream roter** sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the **C**ommunity **& Economic** **D**evelopment **D**irector.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)

9.17.050 Parking and drive-through landscape areas.

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, **promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces,** and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. ~~Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director~~. **Curb cut** openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. **Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.**

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)

9.17.070 Single-family residential development.

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved “smart irrigation” controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. **Pervious pavement/surfaces are recommended to reduce water runoff.**

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)

9.17.080 Multifamily residential development.

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. **The use of permeable surfaces is recommended for walks and patios to reduce water runoff.**

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for

heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)

9.17.090 Commercial, industrial, public and quasi-public development.

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the **use of pervious surface areas that reduce water run off**. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)

9.17.110 Erosion control/slope planting.

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.

4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, **draining to landscape or permeable surface areas that allow for water retention and absorption.**

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)

9.17.130 Water quality landscape designs.

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community **& Economic** Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)

9.17. 150 Water Efficiency Requirements.

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions.

PLANNING COMMISSION
STAFF REPORT

Case:	P11-029
Date:	May 12, 2011
Applicant:	Highland Fairview
Representative:	Wayne Peterson
Location:	Northeast corner of Cactus Avenue and Lasselle Street
Proposal:	First Amendment to the Aquabella Development Agreement
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

The applicant proposes to amend the Aquabella Development Agreement to remove Planning Area 2, a 13.2-acre site approved for non-senior multi-family housing units.

PROJECT DESCRIPTION

Project

Highland Fairview has submitted a Development Agreement Amendment application to remove Planning Area 2 from the Aquabella Development Agreement. The Agreement, approved on January 12, 2006, currently covers 685 acres of the Aquabella Specific Plan. This proposal would be the First Amendment to the Agreement.

If approved, the affected site would no longer be covered by the Agreement and not be subject to its requirements nor benefit from its provisions. Any impacts related to the development of the site would be conditioned as part of a future application submitted to the City. All existing requirements of the Agreement remain in effect for the balance of the affected area. The Phasing Plan (Exhibit B) of the Agreement has been revised to ensure coverage of all requirements in the remaining five phases of the Aquabella project (the subject site was Phase 6).

The proposal requires a recommendation from the Planning Commission, with final review and action by the City Council. The site would continue to be a part of the Specific Plan.

Site

Planning Area 2 is a 13.2-acre site at the northeast corner of Cactus Avenue and Lasselle Street. The Aquabella Specific Plan permits the development of up to 220 non-senior multi-family units on the site.

Surrounding Area

Developed single family neighborhoods are located to the west of Lasselle Street. Vacant multi-family zoned property is located to the north of the site. The remainder of the Aquabella Specific Plan, approved for an active adult residential community, is located to the south and east of the site.

Access/Parking

The site has frontage along both Lasselle Street and Cactus Avenue.

Design/Landscaping

No specific development proposal for the site is included in the current application. Development of the site will require a future application to the City.

REVIEW PROCESS

The application was submitted on March 28, 2011. Staff reviewed and provided comments on the proposed amendment to the applicant in early April. The applicant

provided revised amendment documents in late April. Pursuant to the Municipal Code, the application requires a recommendation by the Planning Commission with final review and action by the City Council.

ENVIRONMENTAL

The proposal would be exempt from the California Environmental Quality Act as the Amendment would not result in substantial changes to the Agreement necessitating additional environmental review. No additional land disturbance would be permitted for the site by approval of the proposal.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper on April 30, 2011. As of the date of this report, two property owners that received notice of the hearing contacted staff for information on the proposal.

REVIEW AGENCY COMMENTS

Due to the nature of the proposal, it was not distributed for review by other agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission **APPROVE** Resolution No. 2011-14, and thereby **RECOMMEND** that the City Council take the following actions:

1. **RECOGNIZE** that P11-029 is exempt from the California Environmental Quality Act as the First Amendment would not result in substantial changes to the Aquabella Development Agreement necessitating additional environmental review; and,

2. **APPROVE** P11-029, a First Amendment to the Aquabella Development Agreement to remove Planning Area 2, a 13.2-acre parcel at the northeast corner of Cactus Avenue and Lasselle Street.

Prepared by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-14
3. Proposed First Amendment with Attachments

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the Planning Commission of the City of Moreno Valley on the following item(s):

CASE :	**P11-029**
APPLICANT:	**Highland Fairview**
OWNER:	**Moreno Valley Properties**
REPRESENTATIVE:	**Wayne Peterson**
LOCATION:	**NEC Lasselle & Cactus**
PROPOSAL:	**Amendment to the approved Aquabella Development Agreement to remove Planning Area 2**
ENVIRONMENTAL DETERMINATION:	**Exempt**
COUNCIL DISTRICT:	**3**
STAFF RECOMMENDATION:	**Approval**

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The Planning Commission, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing.

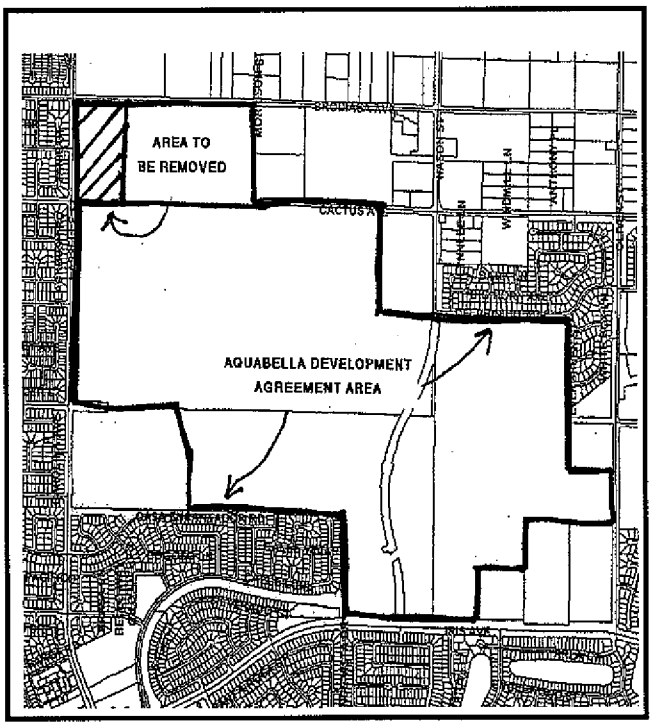

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: May 12, 2011 at 7 PM

CONTACT PLANNER: John C. Terell AICP
PHONE: (951) 413-3238

Attachment 1

PLANNING COMMISSION RESOLUTION NO. 2011-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY RECOMMENDING CITY COUNCIL APPROVAL OF P11-029, A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT TO REMOVE PLANNING AREA 2, A 13.2-ACRE PARCEL AT THE NORTHEAST CORNER OF CACTUS AVENUE AND LASSELLE STREET

WHEREAS, Highland Fairview has filed an application for the approval of P11-029, a First Amendment to the Aquabella Development Agreement as described in the title of this Resolution.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The proposed First Amendment involves only the removal of Planning Area 2 from coverage under the Aquabella Development Agreement. No changes are included related to the General Plan designation of the site.

Attachment 2

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2. **Conformance with Zoning Regulations –** The proposed use complies with all applicable zoning and other regulations.

   FACT: The proposed First Amendment involves only the removal of Planning Area 2 from coverage under the Aquabella Development Agreement. No changes are included related to the zoning and other regulations applicable to the site.

3. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed First Amendment involves only the removal of Planning Area 2 from coverage under the Aquabella Development Agreement. No specific development proposal is included in the current application.

4. **Location, Design and Operation –** The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The proposed First Amendment involves only the removal of Planning Area 2 from coverage under the Aquabella Development Agreement. No specific development proposal is included in the current application.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-14, thereby recommending that the City Council take the following actions:

1. **RECOGNIZE** that P11-029 is exempt from the California Environmental Quality Act as the First Amendment would not result in substantial changes to the Aquabella Development Agreement necessitating additional environmental review; and
2. **APPROVE** P11-029, a First Amendment to the Aquabella Development Agreement to remove Planning Area 2, a 13.2-acre parcel at the northeast corner of Cactus Avenue and Lasselle Street.

MV00102367

APPROVED this 12th day of May, 2011.

_____
Ray Baker
Acting Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

MV00102368

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Clerk
P.O. Box 88005
Moreno Valley, California 92552-0805

FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006

June xx, 2011

Attachment 3

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THIS FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006 ("Amendment") is made and entered into this __th day of June 2011 (the "Effective Date"), by and between (i) the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and (ii) MORENO VALLEY PROPERTIES, LP, a Delaware limited partnership (the "Master Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Master Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted Section 65864 *et seq.* of the California Government Code, which authorizes a city to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development. To implement the above-described State laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements. Both Government Code Section 65864 *et seq.* and Section 9.02.100 of the Moreno Valley Municipal Code authorize the amendment and modification of such development agreements from time to time at the mutual discretion of the parties.

B. On January 12, 2006, the Parties executed that certain Development Agreement By and Between the City of Moreno Valley and Moreno Valley Properties, LP, Relative to the Development Known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006 ("Agreement"). The Agreement pertains to a development project known as "Aquabella."

C. In the absence of this Amendment, the Agreement applies to real property comprised of approximately six hundred eighty-five (685) acres which is previously described in the property description attached to the Agreement as Exhibit "A."

D. Pursuant to this Amendment, Master Developer and the City desire to remove approximately 13.2 gross acres, representing less than two percent (2%) of the Project area from the coverage of the Agreement ("Removed Property"). The Removed Property was always planned to be developed independently from the Aquabella active adult community as a non-age restricted development. The Removed Property is located at the northeast corner of Cactus Avenue and Lasselle Street in the City as set forth in the Depiction attached hereto as Exhibit "A-2b." A legal description of the Removed Property is set forth in Exhibit "A-2."

E. The Agreement and the Project governed by the Agreement envisioned the development of approximately 2,702 age-restricted units in a gated community with common amenities to be maintained by one or more Homeowners' Association ("Age-Restricted Project"). The Project, as originally approved, also included the development of the Removed Property in what was defined, in the Aquabella Specific Plan, as Planning Area 2. The Removed Property

and Planning Area 2 were envisioned to be developed with approximately 220 attached rental units or for sale condominiums that were not age-restricted and were therefore not to be part of the Age-Restricted Project.

F. The State of California and the City have been faced with a severe economic crisis, which has negatively impacted the pace and timing of residential development. In light of these economic conditions, the sequencing of phasing originally contemplated may have to be rescheduled so it is responsive to present market conditions. It is possible that development of the Removed Property as 220 attached, non-age restricted rental units or for sale condominiums may occur at an earlier time period than development of the remaining Age-Restricted Project.

G. Excising the Removed Property from the coverage of the Agreement would increase the likelihood that non-age-restricted rental units or for sale condominiums could be developed more quickly than what would occur if the Removed Property were not excised from the Agreement.

H. On February 23, 1999, the City adopted Resolution No. 99-13, certifying a Final Environmental Impact Report, including findings and a statement of overriding considerations and imposing mitigation measures for the Project ("FEIR"). On May 27, 2003, the City adopted Resolution No. 2003-38 certifying a Supplemental EIR for the Project ("SEIR"). Thereafter, on November 22, 2005, the City adopted Resolution No. 2004-12 approving an Addendum to the FEIR and SEIR for the Project. The record of proceedings for all of the aforementioned City actions are expressly incorporated herein by reference as if set forth in full.

I. On August 23, 2008, the City approved Tentative Tract Map No. 34950 for financing purposes. On April 15, 2011 Tract No. 34950-1 was recorded creating a separate legal parcel for the removed property.

J. On _____, 2011, the City made all of the findings and determinations relating to this Amendment which are required by Municipal Code section 9.02.110 and introduced Ordinance No. ___ for first reading. Thereafter, Ordinance No. ___ was approved on ____, 2011 thereby approving this Amendment.

K. The City finds the approval of this Amendment will not result in substantial changes to the Project within the meaning of the California Environmental Quality Act ("CEQA") (Pub. Res. Code sections 21000 *et seq.*) and its implementing Guidelines including, but not limited to, Guideline 15162. The Removed Property will continue to be governed by Specific Plan 218 and the City's General Plan, and the Removed Property will continue to be permitted to be developed with approximately 220 non-age-restricted, rental residential dwelling units or for sale condominiums. No change in land use designations is permitted or contemplated by this Amendment. Further, this Amendment ensures the infrastructure improvements identified in the attached revised Circulation Phasing Improvement Program set forth in the Agreement as Exhibit "B" ("Circulation Program") will be constructed by re-affirming: (i) the Master Developer's obligation to construct the improvements set forth in the Circulation Program and (ii) the City's legal right to impose reasonable off-site and fair share improvement requirements on the Removed Property when a specific development proposal for the Removed Property is filed with and processed by the City. Once the Amendment is approved, the Removed Property can be

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processed independently from the rest of the Project and vice-versa. Therefore, pursuant to CEQA Guideline section 15162, the City finds that executing this Amendment does not result in any substantial changes to the original Project.

L. The City Council finds that execution of this Amendment as set forth herein by the Parties: (i) is in the best interest of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide an active adult community; (v) will encourage the development of the project while providing a reasonable level of certainty to the private developer; (vi) will encourage the development of rental or for sale residential dwelling units within the City; and (vii) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above recitals, all which are expressly incorporated into this Amendment, and the mutual promises and obligations of the Parties set forth herein, the Parties agree to this Amendment as follows:

AMENDMENT TO AGREEMENT

1. Section 1 of the Agreement is hereby amended as follows with new Section 1.23 set forth below, replacing Section 1.23 in the Agreement:

> 1.23 "Project" means the development of the Property contemplated by the SPA and implemented through PADIPs as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to ~~six hundred eighty-five (685)~~ approximately six hundred seventy one point eight (671.8) acres of the seven hundred sixty (760) acres comprising the Specific Plan area. The ~~685~~ approximate 671.8 acres will be developed as a gated age-restricted community with common amenities to be maintained by one of more Homeowner's Association(s). The Project contemplates a maximum of two thousand seven hundred and two (2702) ~~two thousand nine hundred twenty-two (2922)~~ dwelling units and other uses as defined in the Project Approvals. ~~, with the exception of two hundred (220) dwelling units (specifically identified in the SPA) that may or may not be age-restricted.~~

2. Section 1 of the Agreement is hereby amended as follows with new Section 1.25 set forth below, along with new Exhibit "A-1" and Exhibit "A-1b" replacing the Section 1.25 set forth in the Agreement:

> 1.25 "Property" means the real property described on Exhibit "A-1" to this Amendment and depicted on Exhibit "A-1b" of this Amendment and made a part herein by reference.

3. Section 6 of the Agreement is hereby amended as follows with new Section 6 set forth below, replacing the Section 6 set forth in the Agreement:

> 6.2 Construction of Public Street and Traffic Signal Improvements – Circulation and Phasing Improvement Program. While the timing of the phasing has been changed by market forces, to the extent the Project proceeds, Master

MV00102372

Developer agrees to construct all required public street and traffic signal improvements in accordance with the Circulation Program set forth in the Agreement. When the development of the Removed Property for the anticipated 220-unit rental or for sale condominium project is proposed, the City retains the legal right to analyze any specific traffic or other environmental impacts of any proposed development for the Removed Property and the City may condition the Removed Property to construct any improvements set forth in the Circulation Program and/or to construct or pay fair share amounts towards any other additional and necessary improvements identified in a separate traffic study prepared to analyze any impacts of any proposed development of the Removed Property. Pursuant to State law, City retains the right to impose mitigation on the Removed Property to the extent future environmental analysis discloses previously undisclosed impacts.

4. Section 12 of the Agreement is hereby amended as follows with the insertion of new section 12.3:

12.3 Termination of Agreement With Respect to the Removed Property. The Agreement is terminated with respect to the Removed Property. The Parties shall execute and record the Acknowledgement of Termination set forth as Exhibit "C" within thirty (30) calendar days following the execution and recordation of this Amendment.

5. All other provisions of the Agreement not amended by this Amendment shall remain in force and in effect with respect to the Property (and not the Removed Property) and unaltered by this Amendment.

"MASTER DEVELOPER"	"CITY"
MORENO VALLEY PROPERTIES, LLC,	CITY OF MORENO VALLEY,
a California limited liability company	a municipal corporation
By:_____	By:_____
Iddo Benzeevi, President	Richard A. Stewart, Mayor
	ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Exhibit "A-2b"

Depiction of Removed Property

EXHIBIT "A–2b"

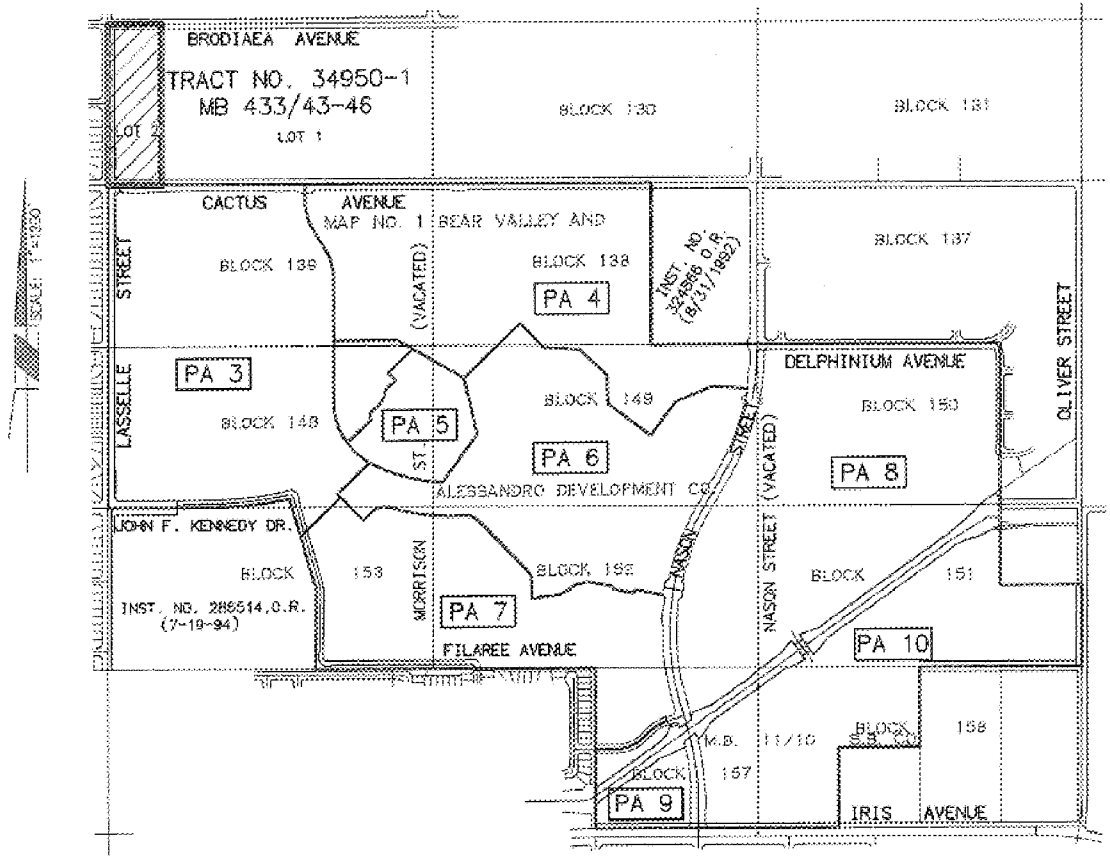

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M1	RBF CONSULTING PLANNING & DESIGN & CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8342 • FAX 951.676.7240 • www.RBF.com

MV00102376

1032/027722-0008
1143494.08

Exhibit "A-2"

Legal Description of the Area to be Removed from the Aquabella Development Agreement

MV00102377

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10-107827-M1

EXHIBIT "A-2"

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being Lot 2 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-2b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

F:\pdata\107827\legals\7827lg001.doc

1032/027722-0008
1143494.08

Exhibit "A-1"

Legal Description of Property Covered by the Agreement

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10107827-M2

EXHIBIT "A-1"

MODIFIED AREA - AQUABELLA DEVELOPMENT AGREEMENT

Those certain parcels of land situated in the City of Moreno Valley, County of Riverside, State of California, being all of Blocks 138, 139, 148, 149, 152 and 153 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California (located within Sections 15, 16, 21 and 22, Township 3 South, Range 3 West, San Bernardino Meridian).

ALSO Lot 2 through 7, inclusive, of Block 150; Lots 2 through 8, inclusive of Block 151; Lots 1, 2, 7 and 8 of Block 157; and Lots 3, 4 and 5 of Block 158; as shown on said Map No. 1 of the Bear Valley and Alessandro Development Company.

ALSO Lot 1 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California

TOGETHER with those portions of the Streets and Avenues vacated by Resolution of the Board of Supervisors of the County of Riverside, a Certified Copy of which was recorded on August 11, 1966 as Instrument No. 81996, of Official Records of said Riverside County, which would pass with a conveyance of said land.

EXCEPTING from Block 138 those portions described in the deed to the County of Riverside, recorded August 31, 1992 as Instrument No. 324866 of Official Records of said Riverside County.

ALSO EXCEPTING from Block 148 and Block 153 those portions described in the deed to the Moreno Valley Unified School District recorded July 19, 1994 as Instrument No. 286514 of Official Records of said Riverside County.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-1b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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1143494.08

Exhibit "A-1b"

Depiction of the Property Covered by the Agreement

EXHIBIT "A-1b"

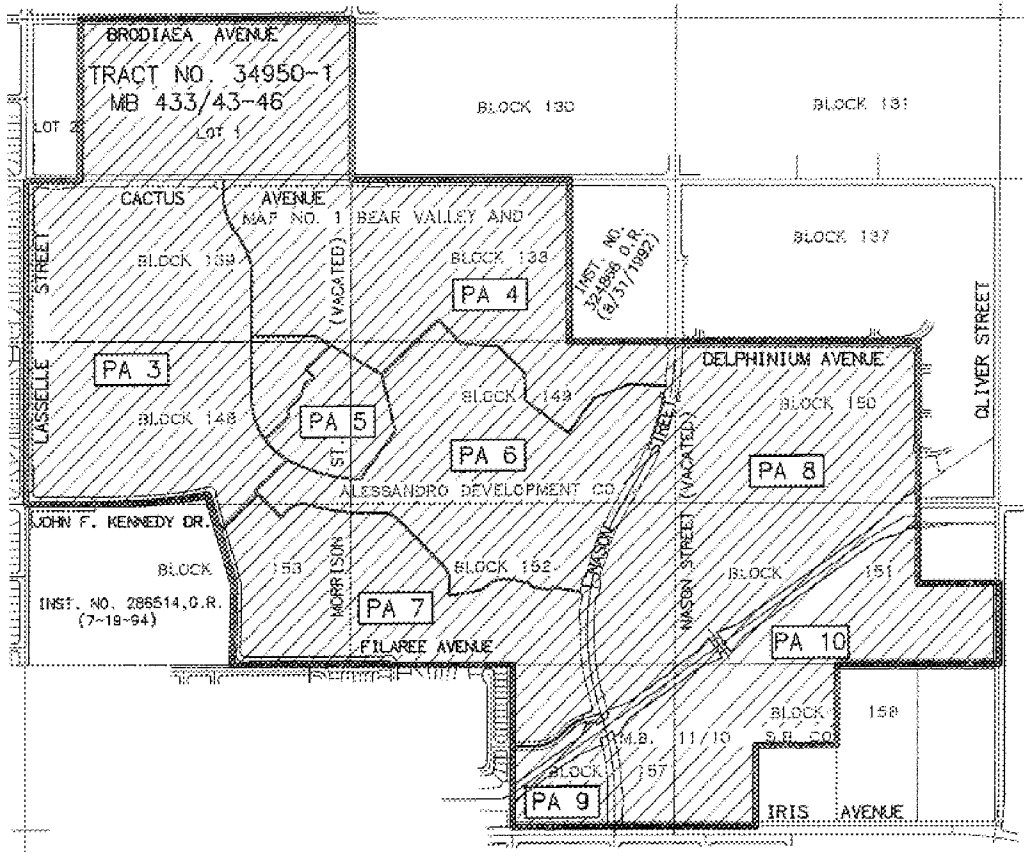

MODIFIED AREA AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M2	RBF CONSULTING PLANNING • DESIGN • CONSTRUCTION 40880 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

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1143494.08

EXHIBIT "B" – (6 Pages)

AquaBella – Circulation Phasing Improvement Program

Phasing Summary

Phase	Type	Quantity	Units	Construction	Occupancy
1	**Active Adult (+55) Housing** Detached Attached	 **351** **234**	 **DU** **DU**	**July 06 – Jan 08**	**Jan 07 – Feb 08**
2	**Active Adult (+55) Housing** Detached Attached	 **289** **193**	 **DU** **DU**	**July 07 – July 08**	**Jan 08 – Aug 08**
3	**Active Adult (+55) Housing** Detached Attached	 **301** **201**	 **DU** **DU**	**Feb 08 – Mar 08**	**Aug 08 – Apr 09**
4	**Active Adult (+55) Housing** Detached Attached	 **460** **306**	 **DU** **DU**	**Sept 08 – Feb 10**	**Mar 09 – Mar 10**
5	**Active Adult (+55) Housing** Detached Attached	 **220** **147**	 **DU** **DU**	**Aug 09 – Aug 10**	**Feb 10 – Oct 10**
5	**Hotel**	**300**	**Room**	**Mar 11 – Apr 12**	**----------**

Phasing Improvement Details

Location	Direction	Improvement	Phase	Footnotes
Nason St from Iris to Delphinium	NB / SB	Widen to half-width (1 lane per direction)	Phase 1	
Nason Street at Iris Avenue	I	Install traffic signal	Phase 1	
Nason Street at Iris Avenue	SB	Construct dual right-turn lane	Phase 1	
Nason Street at Iris Avenue	EB	Construct one ADDITIONAL left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one right turn lane	Phase 1	
Nason Street at Dracaea Avenue	I	Install traffic signal	Phase 1	
Lasselle Street at Margaret Avenue	I	Install traffic signal	Phase 1	
Nason Street at Fir Avenue	I	Install traffic signal	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Fir Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 1	
Nason Street at Fir Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW) including dual left-turn lane	Phase 1	
Nason Street at Fir Avenue	EB	Construct one left turn lane.	Phase 1	
Nason Street at Fir Avenue	WB	Construct one left turn lane	Phase 1	
Lasselle Street at Delphinium Avenue	I	Install traffic signal	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Eucalyptus Avenue	I	Modify Traffic Signal	Phase 2	
Nason Street at Eucalyptus Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Re-stripe lane configuration	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Construct one through lane	Phase 2	
Nason Street at Eucalyptus Avenue	WB	Construct one left turn lane	Phase 2	
Delphinium Avenue		Traffic Calming on Delphinium	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Construct one additional left turn lane (Including traffic signal modification to implement Split-Phase Signal Timing)	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Re-stripe lane configuration	Phase 2	
Lasselle Street at Gentian Avenue		Re-striping lane configuration / Signal Modification	Phase 2	
Clubhouse Drive at Cactus Avenue	I	Install traffic signal	Phase 2	
Clubhouse Drive at Cactus Avenue	NB	Construct one left turn lane	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Clubhouse Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 2	
Clubhouse Drive at Cactus Avenue	SB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 2	
Clubhouse Drive at Cactus Avenue	EB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	WB	Construct one left turn lane	Phase 2	
Cactus Ave from Lasselle to Nason	EB / WB	Widen to half-width (1 lane per direction)	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Nason St from Cottonwood to Dracaea	NB	Construct 1 NB lane	Phase 3	
Nason Street at Cottonwood Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Delphinium Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Cactus Avenue	I	Modify traffic signal	Phase 3	
Nason St from Delphinium to Cactus	SB	Construct 1 SB lane	Phase 3	
Nason St from Brodiaea to Alessandro	SB	Construct 1 SB lane	Phase 3	
Nason St from Alessandro to Cottonwood	NB / SB	Construct 1 lane per direction	Phase 3	
Cactus Ave from Nason to Oliver	WB	Construct 1 WB lane	Phase 3	

Location	Direction	Improvement	Phase	Footnotes

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Clubhouse Drive	I	Install traffic signal	Phase 4	
Nason Street at Clubhouse Drive	NB	Construct one left turn lane	Phase 4	
Nason Street at Clubhouse Drive	SB	Construct one left turn lane	Phase 4	
Nason St from Iris to Delphinium	NB / SB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Cactus Ave from Lasselle to Nason	EB / WB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Oliver St, project frontage	NB / SB	Widen to ultimate width	Phase 4	700' Project frontage only btw J.F.K and Iris

Location	Direction	Improvement	Phase	Footnotes
Morrison St from Brodiaea to Cactus	NB / SB	Construct half-ultimate plus 12 feet	Phase 5	
Morrison Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Morrison Street at Cactus Avenue	I	Install traffic signal	Phase 5	
Oliver Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	
Oliver Street at Cactus Avenue	SB	Widen Oliver to ultimate width (ROW) w/ signing & striping	Phase 5	
Oliver Street at Iris Avenue	I	Modify traffic signal	Phase 5	
Oliver Street at Iris Avenue	SB	Construct one right turn lane	Phase 5	
Iris Ave from Lasselle to Camino Flores		Modification of Iris Median ($70 per LF)	Phase 5	
Iris Avenue		Coordination of traffic signals on Iris ($3500 per intersection)	Phase 5	
Lasselle Street		Coordination of traffic signals on Lasselle ($3500 per intersection)	Phase 5	
Lasselle Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	NB	Construct one FREE right-turn lane	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	EB	Re-stripe lane configuration	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	WB	Construct one additional left turn lane	Phase 5	Or concurrent with City Project

Lasselle Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Brodiaea Ave from Lasselle to Morrison	EB / WB	Construct half ultimate plus 12 feet (include power poles)	Phase 5	
Cactus Avenue at Apartment Access	I	Construct raised median to restrict left-turn in/out movements from apartment access	Phase 5	
Lasselle Street at Apartment Access	I	Construct raised median to restrict left-turn out movement from apartment access	Phase 5	
Nason Street at Bay Avenue	I	Install traffic signal	Phase 5	
Nason Street at Bay Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 5	
Nason Street at Bay Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 5	
Nason Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Moreno Beach Drive at Cactus Avenue	I	Modify traffic signal	Phase 5	
Moreno Beach Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	EB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Re-stripe shared left-through turn lane	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Construct one through lane	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at John F. Kennedy Drive	I	Modify traffic signal	Phase 5	
Moreno Beach Drive at John F. Kennedy Drive	WB	Widening & re-striping & signing for additional left-turn lane	Phase 5	
Cactus Avenue		Coordination of traffic signals on Cactus ($3500 per intersection)	Phase 5	

Location	Direction	Improvement	Phase	Footnotes		
Nason St at SR-60 WB Ramps / Elder Ave	I	Participate in interchange improvements through payment of TUMF program fees	All			
Nason St at SR-60 EB Ramps	I	Participate in interchange improvements through payment of TUMF program fees	All			

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

END OF EXHIBIT “B”

Exhibit "C"

Acknowledgement of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Clerk
P.O. Box 88005
Moreno Valley, California 92552-0805

ACKNOWLEDGMENT OF TERMINATION OF DEVELOPMENT AGREEMENT WITH RESPECT TO SPECIFIED PROPERTY BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006

Month, Day, 2011

ACKNOWLEDGEMENT OF TERMINATION OF DEVELOPMENT AGREEMENT WITH RESPECT TO SPECIFIED PROPERTY KNOWN AS PLANNING AREA TWO IN THE AQUABELLA SPECIFIC PLAN

RECITALS

A. On _____, 2011, the City of Moreno Valley ("City") and Moreno Valley Properties, LP ("Master Developer") executed a First Amendment to that Certain Development Agreement By and Between the City of Moreno Valley and Moreno Valley Properties, LP relative to the development known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006. The development is commonly referred to as "Aquabella."

B. The Amendment had the effect of removing approximately 13.2 gross acres representing less than two percent (2%) of the Project area from the coverage of the Agreement as described in the Amendment (defined as the "Removed Property"). The Removed Property is located at the northeast corner of Cactus Avenue and Lasselle Street in the City as set forth in the depiction set forth as Exhibit "A-2b" attached hereto. In the Aquabella Specific Plan, the Removed Property is described as Planning Area 2. A legal description of the Removed Property is set forth as Exhibit "A-2" attached hereto.

C. Pursuant to Section 3 of the Amendment, the Parties are required to execute and record this Acknowledgment of Termination within 30 calendar days following execution and recordation of the Amendment.

NOW, THEREFORE, in consideration of the above Recitals, and the Recitals set forth in the Amendment, all which are expressly incorporated into this Acknowledgement of Termination, the Parties agree as follows:

ACKNOWLEDGMENT OF TERMINATION

1. Termination of Agreement With Respect to the Removed Property. The Parties hereby acknowledge that the Development Agreement entered into by and between the City of Moreno Valley and Moreno Valley Properties, LP, Relative to the Development Known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006 is hereby terminated with respect to the Removed Property described in Exhibit "A-2." Following the execution of the Amendment, the Agreement applies to that land legally described in Exhibit "A-1" and depicted in Exhibit "A-1b."

2. Construction of Public Street and Traffic Signal Improvements -- Circulation and Phasing Improvement Program. Notwithstanding the termination of the Agreement with respect to the Removed Property, it is hereby acknowledged and agreed while the timing of the phasing has been changed by market forces, to the extent the Project proceeds, Master Developer agrees to construct all required public street and traffic signal improvements in accordance with the Circulation Program set forth in the Agreement as amended by the Amendment. When a future development plant for the Removed Property is submitted for the anticipated 220-unit rental or for sale condominium project, the City retains the legal right to analyze any specific traffic impacts of any proposed development for the Removed Property and the City may condition the

Removed Property to construct any improvements set forth in the Circulation Program and/or to construct or pay fair share amounts towards any other additional and necessary improvements identified in a separate traffic study prepared to analyze any impacts of any proposed development of the Removed Property. The Removed Property can be processed independently from the rest of the Project and vice-versa.

"MASTER DEVELOPER"

MORENO VALLEY PROPERTIES, LLC,
a California limited liability company

By:_____
Iddo Benzeevi, President

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By:_____
Richard A. Stewart, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A-2b"

Depiction of the Removed Property

EXHIBIT "A–2b"

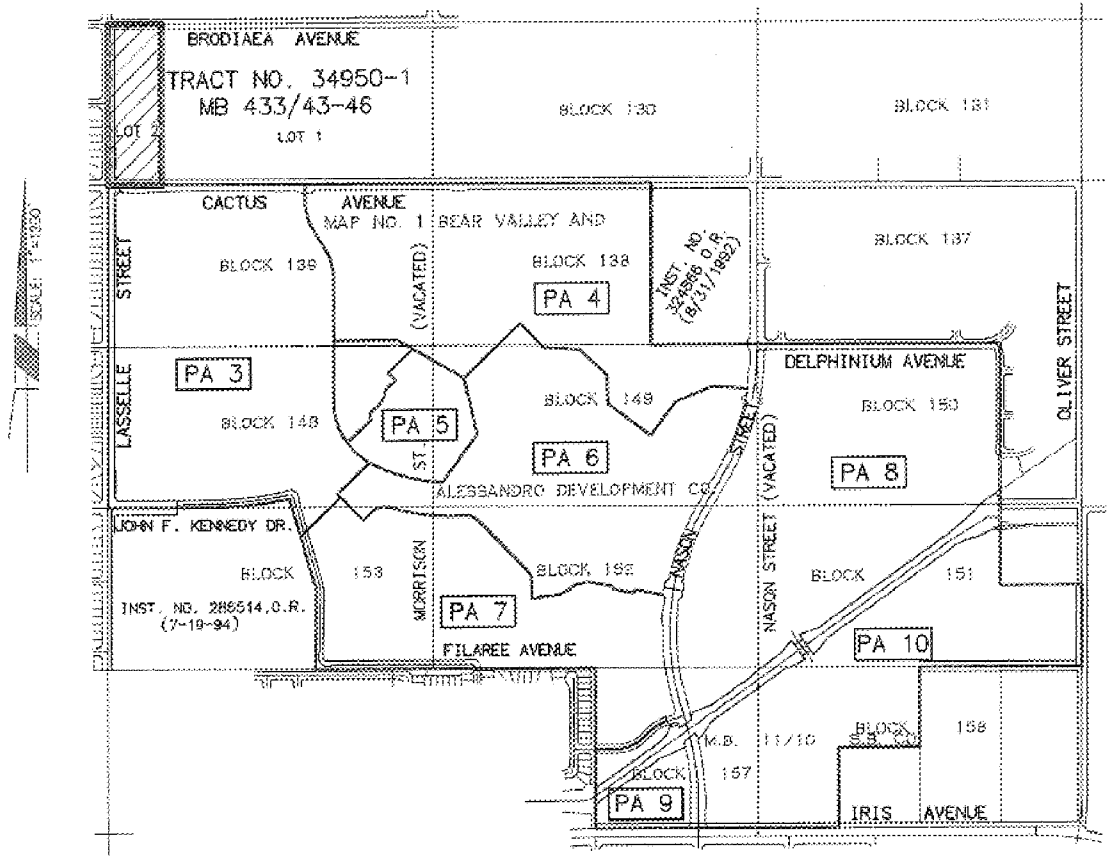

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M1	RBF CONSULTING PLANNING & DESIGN & CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8342 • FAX 951.676.7240 • www.RBF.com

MV00102395

1032/027722-0008
1143494.08

Exhibit "A-2"

Legal Description of the Removed Property

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10-107827-M1

EXHIBIT "A-2"

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being Lot 2 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-2b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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1032/027722-0008
1143494.08

Exhibit "A-1"

Legal Description of Property Covered by the Agreement

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10107827-M2

EXHIBIT "A-1"

MODIFIED AREA - AQUABELLA DEVELOPMENT AGREEMENT

Those certain parcels of land situated in the City of Moreno Valley, County of Riverside, State of California, being all of Blocks 138, 139, 148, 149, 152 and 153 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California (located within Sections 15, 16, 21 and 22, Township 3 South, Range 3 West, San Bernardino Meridian).

ALSO Lot 2 through 7, inclusive, of Block 150; Lots 2 through 8, inclusive of Block 151; Lots 1, 2, 7 and 8 of Block 157; and Lots 3, 4 and 5 of Block 158; as shown on said Map No. 1 of the Bear Valley and Alessandro Development Company.

ALSO Lot 1 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California

TOGETHER with those portions of the Streets and Avenues vacated by Resolution of the Board of Supervisors of the County of Riverside, a Certified Copy of which was recorded on August 11, 1966 as Instrument No. 81996, of Official Records of said Riverside County, which would pass with a conveyance of said land.

EXCEPTING from Block 138 those portions described in the deed to the County of Riverside, recorded August 31, 1992 as Instrument No. 324866 of Official Records of said Riverside County.

ALSO EXCEPTING from Block 148 and Block 153 those portions described in the deed to the Moreno Valley Unified School District recorded July 19, 1994 as Instrument No. 286514 of Official Records of said Riverside County.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-1b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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1032/027722-0008
1143494.08

Exhibit "A-1b"

Depiction of the Property Covered by the Agreement

EXHIBIT "A-1b"

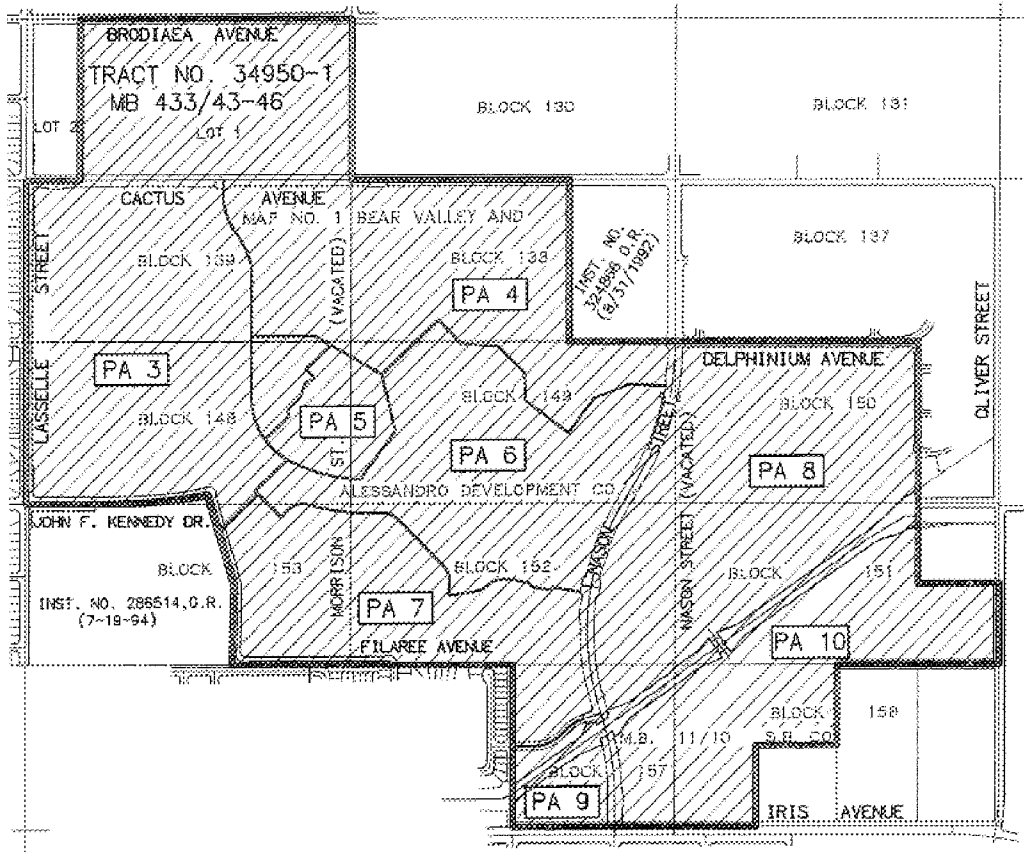

MODIFIED AREA AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M2	RBF CONSULTING PLANNING • DESIGN • CONSTRUCTION 40880 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

MV00102401

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1143494.08

PLANNING COMMISSION STAFF REPORT

Case:	PA08-0098 – Zone Change PA10-0017 – Municipal Code Amendment PA08-0097 – Plot Plan PA09-0022 – Tentative Parcel Map No. 36207 P08-133 – Environmental Impact Report
Date:	May 12, 2011
Applicant:	Ridge Rancho Belago LLC
Representative:	Dennis Rice
Location:	South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard
Proposal:	Plot Plan for a 937,260 square foot warehouse facility on 55 acres; a Zone Change from Business Park to Light Industrial; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal.
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

This project proposes the development of a 937,260 square foot warehouse facility on 55 acres. The project requires approval of a tentative parcel map, Zone Change and a Municipal Code Amendment, and certification of a Final EIR.

PROJECT DESCRIPTION

The applicant, Ridge Rancho Belago, LLC, has submitted five applications for development of the West Ridge Commerce Center Project, which include a Zone Change, a Municipal Code Amendment, a Plot Plan, a Tentative Parcel Map, and an Environmental Impact Report, in order to develop a 937,260 square foot warehouse facility on a 55-acre site (Assessor's Parcel Numbers 488-330-003 through -006 and -026) located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard within Chapter 9.05 Industrial Districts of Title 9 and is presented as Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was a concern raised and reviewed for the project. Future Eucalyptus Avenue will separate the proposed project from the residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site, this residence and the vacant residential property to the south have been reviewed as sensitive receptors.

In order to provide greater compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone of approximately 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

Application PA10-0017 for a Municipal Code Amendment proposes to add a standard to the Light Industrial zone that would require industrial and warehouse structures greater than 50,000 square feet in building area to be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

If approved, the proposed amendment would be effective City-wide.

Please see Exhibit E to Planning Commission Resolution No. 2011-13 for a copy of the proposed revisions to Chapter 9.05 Industrial Districts of Title 9.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility, to be located on 55 acres located south of the Moreno Valley Freeway and approximately 650 east of Redlands Boulevard. The warehouse facility is a permitted use in the existing Business Park zone and also permitted in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas have been placed on the northern and southern elevations and are screened by perimeter concrete tilt-up walls with slopes with a tree row also required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted with groundcover and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide standard parking lot and setback landscape to include ground cover shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will be developed with curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

Site

The project site is comprised of vacant land that is mostly level and at grade with Fir Avenue/Future Eucalyptus Avenue and at or below grade of adjacent State Route 60. There are no trees, rock outcroppings or existing structures located within the limits of the project site. The project site includes a portion of the Quincy Channel which includes some riparian vegetation.

Surrounding Area

The project is located in an area that includes a mix of business park, office, commercial, residential and agricultural uses. Developed land within proximity to the project site includes citrus groves, the Moreno Valley Auto Mall and Moreno Beach Plaza (Walmart) center to the west at Moreno Beach Drive, the 1.8 million square foot Highland Fairview Business Park (Skechers) warehouse facility under construction to the east between Redlands and Theodore and large lot subdivisions approximately 1/4 mile to the south in the RA-2 zone. Developed uses to the north on the other side of State Route 60 include an RV storage site, a telecommunications antenna, a residence and a feed store.

The vacant 120 acre site to the west is currently proposed for development of a 2.2 million square foot industrial park by ProLogis, The site for this neighboring project is currently zoned Business Park, Business Park Mixed Use, R15, R5, and RA-2. That applicant is proposing a General Plan Amendment and Zone Change from existing zoning to Light Industrial.

Access

The project site will be accessed directly from Fir Avenue/Future Eucalyptus Avenue via Redlands Boulevard and State Route 60. This portion of Fir Avenue/Future Eucalyptus Avenue would be constructed by the applicant/developer as a condition of the project.

The driveways and interior drive aisles associated with the project have been approved by the Fire Prevention Bureau for fire truck access and turnaround. The site has also been designed for adequate truck maneuvering and turnaround within the designated loading zones located on the north and south elevations of the building.

Design

Site design of the proposed warehouse distribution facility is consistent with requirements of the City's Municipal Code.

The architectural design of the building is a concrete tilt-up construction. Building and wall colors include earthtones, with varying amounts of accent colors and vertical

features to break up the architecture of building. Roof top equipment will be screened from public view by parapet walls.

Staff worked with the applicant to ensure that all sides of the building include architectural treatment. The loading bays and trailer storage areas along the northern and southern elevations have been screened from view. The screen wall along the south elevation is a fourteen (14) foot wall of concrete tilt-up construction which will match the building design and colors.

Landscaping for the site is proposed at around 13% of the site area including the water quality/detention basins. The City's Municipal Code does not require a minimum percentage of landscape on a site. Instead, there are requirements for landscape setback areas along perimeter streets, parking lot landscape, street trees and landscape treatments around the perimeter of the buildings where visible from the public right-of-way. The project as designed meets the City's current landscape criteria.

Signs are not a part of this approval and will be reviewed and approved under separate administrative permit.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed Zone Change and Municipal Code Amendment as well as the Plot Plan for the warehouse facility.

Upon review at PRSC on November 19, 2008, modifications were required to the site plan. Comments from staff included revisions to the layout of the parking lot, access from adjacent roads, screening, architecture, typical street sections, grading and the submittal of required technical studies.

Subsequent PRSC reviews occurred in May and September 2009, and April, August and November 2010. Upon review of a final draft of the site plan and completion of the Final Environmental Impact Report, a determination was made to schedule this project for a Planning Commission public hearing on May 12, 2011.

The applicant held a community meeting on February 27, 2008, to present the project to neighboring property owners. There were approximately 30 people in attendance. Concerns raised at the meeting were related to the proposed land use changes, traffic, noise, light and glare, aesthetics, quality of life, impacts to property values, air quality, crime, and storm runoff.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, draft environmental documents were prepared by the applicant's consultant Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the draft environmental documents for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required State and local agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. An additional two letters were received after the end of the review period.

Final Environmental Impact Report

Responses to the twenty-four comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Response to Comments and related documents were mailed to all interested parties and responsible agencies on April 28, 2011, to allow for their review prior to Planning Commission hearing, in excess of the minimum notice period of 10 days

required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the document, these noted impacts above are considered to be significant and unavoidable.

Although impacts to traffic and circulation, air quality, noise, and aesthetics cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs or other beneficial project features versus project impacts that cannot be mitigated to less than significant levels. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant, or can be adequately mitigated below significant thresholds.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The Planning Commission will take public testimony on the EIR and project and forward a recommendation to City Council. Before the proposed project can be acted upon, the City Council will need to review the final environmental document, receive public testimony and either certify or reject the EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

Although the proposed Municipal Code Amendment will be effective Citywide, it is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all responsible reviewing agencies.

Agency	Response Date	Comments
Southern California Edison	October 27, 2008	No Issues
Riverside County Flood Control	December 1, 2008	District Master Plan Facilities

Conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission **ADOPT** Resolution No. 2011-13 and thereby **RECOMMEND** that the City Council take the following actions:

1. **APPROVE AND CERTIFY** that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Exhibit A) has been completed in compliance with the California Environmental Quality Act; and

2. **APPROVE** Zone Change PA08-0097 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit B;

3. **APPROVE** Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial building from adjacent residential zones as shown on Exhibit C;

4. **APPROVE** PA08-0097 (Plot Plan), subject to the attached conditions of approval included as Exhibit D; and

5. **APPROVE** PA09-0022 (Tentative Parcel Map No. 36207), subject to the attached conditions of approval included as Exhibit E.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-13
   Exhibit A - Final Environmental Impact Report
   Exhibit B – Zone Change Map
   Exhibit C – Municipal Code Amendment
   Exhibit D – Plot Plan Conditions of Approval
   Exhibit E – Parcel Map Conditions of Approval
3. Site Plan
4. Elevations
5. Color Rendering
6. Cross Sections – Line of Sight
7. Preliminary Landscape Plan
8. Tentative Parcel Map 36207
9. Aerial Photograph
10. Response to SCAQMD comments
11. Response to Tom Hyatt comments

NOTICE
OF
PLANNING COMMISSION
PUBLIC HEARING

THE PLANNING COMMISSION WILL CONSIDER A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE DISTRIBUTION FACILITY ON 55 ACRES, AN AMENDMENT (PA10-0017) TO MUNICIPAL CODE CHAPTER 9.05, A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK TO LIGHT INDUSTRIAL, TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) AND AN ENVIRONMENTAL IMPACT REPORT (P08-133).

Applicant: Ridge Rancho Belago, LLC

Owner: Ridge Rancho Belago, LLC

Representative: Inland Empire Development Services

A.P. No's.: 488-330-003 through -006 and -026

Location: South side of State Route 60, on the north side of Eucalyptus Avenue and 650 west of Redlands Boulevard

Proposal: Plot Plan for a 937,260 square foot distribution warehouse facility on 55 acres. The warehouse building includes 173 dock doors and provides parking for 307 employees/visitors and 175 trailer parking spaces within the enclosed truck court. The project site is currently zoned Business Park which limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial is required to allow the larger building proposed by the project. Tentative Parcel Map No. 36207 proposes to combine the multiple parcels of the project site into a single parcel. This project also requires approval of a Municipal Code amendment to Chapter 9.05 Industrial Districts to require a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. The proposed amendment will be effective citywide.

Environmental Determination:
- Environmental Impact Report

Council District: 3

Staff Recommendation: Approval

In connection with the item mentioned above, the Planning Commission may consider any appropriate modification or alternative to the project or the environmental determination. If an environmental determination is not approved, the approval of the project will not be considered.

Attachment 1

Any person affected o[illegible] ay submit written comments to the Plan[illegible] Division prior to the Planning Commission meeting date listed below. In the case of public hearing items, any person may also appear and be heard in support or in opposition to any project or recommended environmental determination at the time of hearing.

Any person interested in the proposal may contact the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3224 for further information. The environmental findings, project application, and other supporting documents will be available for public inspection at the above address.

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission on or before the following meeting date:

Date and Time: May 12, 2011, at 7:00 P.M.
Location: City Hall Council Chambers
14177 Frederick Street
Moreno Valley, California 92552-0805
Planner: Jeff Bradshaw
Telephone: (951) 413-3224

PLANNING COMMISSION RESOLUTION NO. 2011-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY RECOMMENDING THAT THE CITY COUNCIL APPROVE APPLICATION NO'S. P08-133 (FINAL ENVIRONMENTAL IMPACT REPORT), PA08-0098 (ZONE CHANGE FOR 55 ACRES FROM BP TO LI), PA10-0017 (MUNICIPAL CODE AMENDMENT TO CHAPTER 9.05 OF TITLE 9), PA08-0097 (PLOT PLAN FOR A 937,260 SQUARE FOOT WAREHOUSE), AND PA09-0022 (TENTATIVE PARECEL MAP NO. 36207).

Section 1:

WHEREAS, the applicant, Ridge Rancho Belago, LLC submitted applications for the West Ridge Commerce Center Project which include an Environmental Impact Report (P08-133) a Zone Change (PA08-0098), a Municipal Code Amendment (PA10-0017), a Plot Plan for a 937,260 square foot warehouse (PA08-0097), and Tentative Parcel Map No. 36207 (PA09-0022). The above applications shall not be approved unless the Final Environmental Impact Report (P08-133) is certified and approved;

WHEREAS, the applicant, Ridge Rancho Belago, LLC, worked with the City in the preparation of an Initial Study checklist and a Notice of Preparation (NOP). A Notice of Completion and Environmental Document Transmittal was filed with the State Clearinghouse on October 1, 2009 for the Notice of Preparation (NOP) of a Draft EIR for the project. The public review period of the NOP was October 5, 2009 through November 3, 2009. A public scoping meeting was held in connection with the NOP on October 28, 2009 in the Council Chamber at City Hall;

WHEREAS, the applicant, Ridge Rancho Belago, LLC worked with the City in early 2010 in the review of NOP response comments for the preparation of a Draft Environmental Impact Report (EIR) for this project. The Draft EIR was circulated to the public and to responsible agencies for comments for a 45 day period beginning on October 22, 2010 and ending on December 6, 2010. A public information meeting was held in connection with the comment period on December 2, 2010 in the Council Chamber at City Hall;

WHEREAS, the City has prepared responses, which have been included in the Final EIR, to all comments received during the 45 day comment period;

WHEREAS, on April 28, 2011, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR to the State Clearinghouse, local agencies and other interested parties;

Attachment 2

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WHEREAS, the draft and final EIR concerning the proposed West Ridge Commerce Center Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, since October 22, 2010, copies of the draft EIR have been made available to the public at the City's offices, on the City's website and at the City's public library;

WHEREAS, the final EIR includes a review of potential impacts associated with the implementation of the West Ridge Commerce Center Project, including, but not limited to aesthetics, air quality, biological resources, cultural resources, hydrology and water quality, land use, noise, transportation/traffic, and utilities/service systems;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented;

WHEREAS, A Final EIR, (including the Draft EIR, and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project;

WHEREAS, on May 12, 2011**,** the Planning Commission conducted a public hearing to consider the Final EIR for the proposed project;

WHEREAS, on May 12, 2011, the Planning Commission forwarded the Final Environmental Impact Report (EIR) document to the City Council for consideration;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Independent Judgment and Analysis –** The Final Environmental Impact Report represent the City's independent judgment and analysis.

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FACT: A public hearing was conducted by the Planning Commission on May 12, 2011, during which opportunity was given to address the adequacy of the Final Environmental Impact Report. All comments on the Final EIR raised during the public and agency comment period and at the Public Hearing(s) on the project were considered by the Planning Commission.

Section 2:

WHEREAS, the applicant, Ridge Rancho Belago, LLC, filed Application No. PA08-0098, requesting an amendment to the zoning classification for certain property, as described in the title of this resolution and the attached Exhibit B.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject applications and all of the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, the Planning Commission considered the Final Environmental Impact Report prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). The above application shall not be approved unless the Final Environmental Impact Report (P08-133) is certified and approved.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies** – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a change to the Zoning Atlas for properties located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 from Business Park (BP) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the

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proposed Zone Change is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. **Health, Safety and Welfare –** The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. **Conformance with the Zoning Regulations –** The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BP to LI for the 55 acre project site is consistent with the purposes and intent of Title 9.

Section 3:

WHEREAS, the applicant, the City of Moreno Valley, has filed an application for the approval of PA10-0017, requesting an amendment to the City's Municipal, which proposes revisions to Chapter 9.05 of Title 9, as described in the title of this resolution and the attached Exhibit C. The proposed amendment will be effective citywide. This Municipal Code Amendment is being processed concurrently with the related project applications described in the title of this resolution.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject applications and all of the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, the Planning Commission considered the Final Environmental Impact Report prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). The above application shall not be approved unless the Final Environmental Impact Report (P08-133) is certified and approved.

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WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The provision of a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts would provide opportunities for future development of industrial land uses that would achieve the objectives of the City of Moreno Valley's General Plan. The changes proposed to Chapter 9.05 of Title 9 of the Municipal Code are consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. **Health, Safety and Welfare –** The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

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3. **Conformance with Title 9 –** The proposed amendment is consistent with the purposes and intent of Title 9.

FACT: As proposed, the Municipal Code Amendment is consistent with the purposes and intent of Title 9.

Section 4:

WHEREAS, Ridge Rancho Belago, LLC, has filed an application for the approval of PA08-0097, a plot plan for a 937,260 square foot warehouse distribution facility on 55 acres, as described in the title of this Resolution.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities. Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the

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objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. **Conformance with Zoning Regulations –** The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned BP. The project proposes a Zone Change to LI to allow for a building larger than 50,000 square feet. Subject to approval of the related Zone Change application (PA08-0098) the proposed use will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 937,260 square warehouse facility as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

4. **Conformance with City Redevelopment Plans –** The proposed use conforms with any applicable provisions of any city redevelopment plan.

   FACT: This project is not located within the boundaries of the City of Moreno Valley Redevelopment Project Area, so conformance with applicable provisions of the redevelopment plan is not a requirement.

5. **Location, Design and Operation –** The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the freeway with BP zone land to the west and Community

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Commercial zone land to the east. South of the facility on the other side of Fir Avenue/Future Eucalyptus Avenue is vacant RA-2 zone land with tract homes in the RA-2 zone approximately ¾ miles further south. The proposed warehouse distribution facility is a permitted use in both the BP and LI zones, but the size proposed by the project requires a Zone Change and the proximity to the Residential district to the south requires a Municipal Code Amendment to establish a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. As designed and conditioned and subject to approval of the above mentioned Zone Change and Municipal Code Amendment, is compatible with existing and proposed land uses in the vicinity.

Section 5:

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of PA09-0022 or Tentative Parcel Map No. 36207 to combine the existing five parcels located within the project site into a single 55 acre.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, the Planning Commission considered the initial study prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the initial study, it was determined that the project will not result in significant environmental impacts, therefore adoption of a Negative Declaration is recommended.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

MV00102420

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General and Specific Plans** – That the proposed land division is consistent with applicable general and specific plans.

   FACT: The proposed tentative parcel map is consistent with the General Plan designation of Business Park for the project site. The proposed parcel map will combine the existing five parcels located within the project site into a single 55 acre parcel. The proposed land division is consistent with existing goals, objectives, policies and programs of the general plan.

2. **Design Conformance with General and Specific Plans** – That the design or improvement of the proposed land division is consistent with applicable general and specific plans.

   FACT: The tentative parcel map as designed and conditioned will provide improvements that are consistent with the requirements of the project site's General Plan land use designation of Business Park.

3. **Physically Suitable for Proposed Development** – That the site of the proposed land division is physically suitable for the type of development.

   FACT: The project site is comprised of multiple vacant rectangular shaped parcels that are mostly flat. The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the adjacent freeway with Office zoned land north of the freeway. Land uses to the east include a mix of vacant Business Park, and residential zoned land. Land uses to the east include vacant Community Commercial zoned land. Land uses to the south include vacant RA-2 zone land on the other side of Fir Avenue/Future Eucalyptus Avenue with developed tract homes located approximately ¾ miles to the south. Overall, the project site is well suited for future development of industrial land uses.

4. **Physically Suitable for Proposed Density** – That the site of the proposed land division is physically suitable for the proposed density of the development.

MV00102421

FACT: The project site is mostly flat and at grade along Fir Avenue/Future Eucalyptus Avenue. The parcel map is designed in accordance with the provisions of the City's Municipal Code. The project site is physically suitable for the subdivision.

5. **Protection of Fish or Wildlife Habitat –** That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

   FACT: A Final EIR has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA), concluding that with mitigation and as conditioned and designed, the proposed subdivision would result in less than significant impacts to Fish and Wildlife resources. The project has also been determined to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP).

6. **Health, Safety and Welfare –** That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

   FACT: As conditioned, the proposed parcel map would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the project site. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

7. **Easements –** That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

   FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility and storm drain easements.

8. **Consistent with Applicable City Ordinances –** That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

   FACT: The tentative parcel map is designed in accordance with the provisions of the City's Municipal Code.

MV00102422

9. **Passive or Natural Heating and Cooling –** That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The design of this parcel map, to the extent feasible, allows solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

10. **Regional Housing –** That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

Section 6:

FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. **FEES**

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

MV00102423

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA08-0097 and PA09-0022, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

Section 7:

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-13, recommending that the City Council:

1. **APPROVE AND CERTIFY** that the final Environmental Impact Report (EIR) for the West Ridge Commerce Center Project on file with the Community and Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the Planning Commission reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis, attached hereto as Exhibit A; and,

2. **APPROVE** PA08-0097 (Zone Change), as shown on the attachment included as Exhibit B; and,

MV00102424

3. **APPROVE** PA10-0017 (Municipal Code Amendment), as shown on the attachment included as Exhibit C; and,

4. **APPROVE** PA08-0097 (Plot Plan), subject to the attached conditions of approval included as Exhibit D; and,

5. **APPROVE** PA09-0022 (Tentative Parcel Map No. 36207), subject to the attached conditions of approval included as Exhibit E.

APPROVED this 12th day of May, 2011.

_____
Ray L. Baker
Vice-Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

Attachments

MV00102425

Exhibit A

A copy of the Final Environmental Impact Report is available on the City's website at the following link:

http://www.moval.org/eir.shtml

ZONE CHANGE

Application No. PA08-0098
PC Resolution No. 2011-13

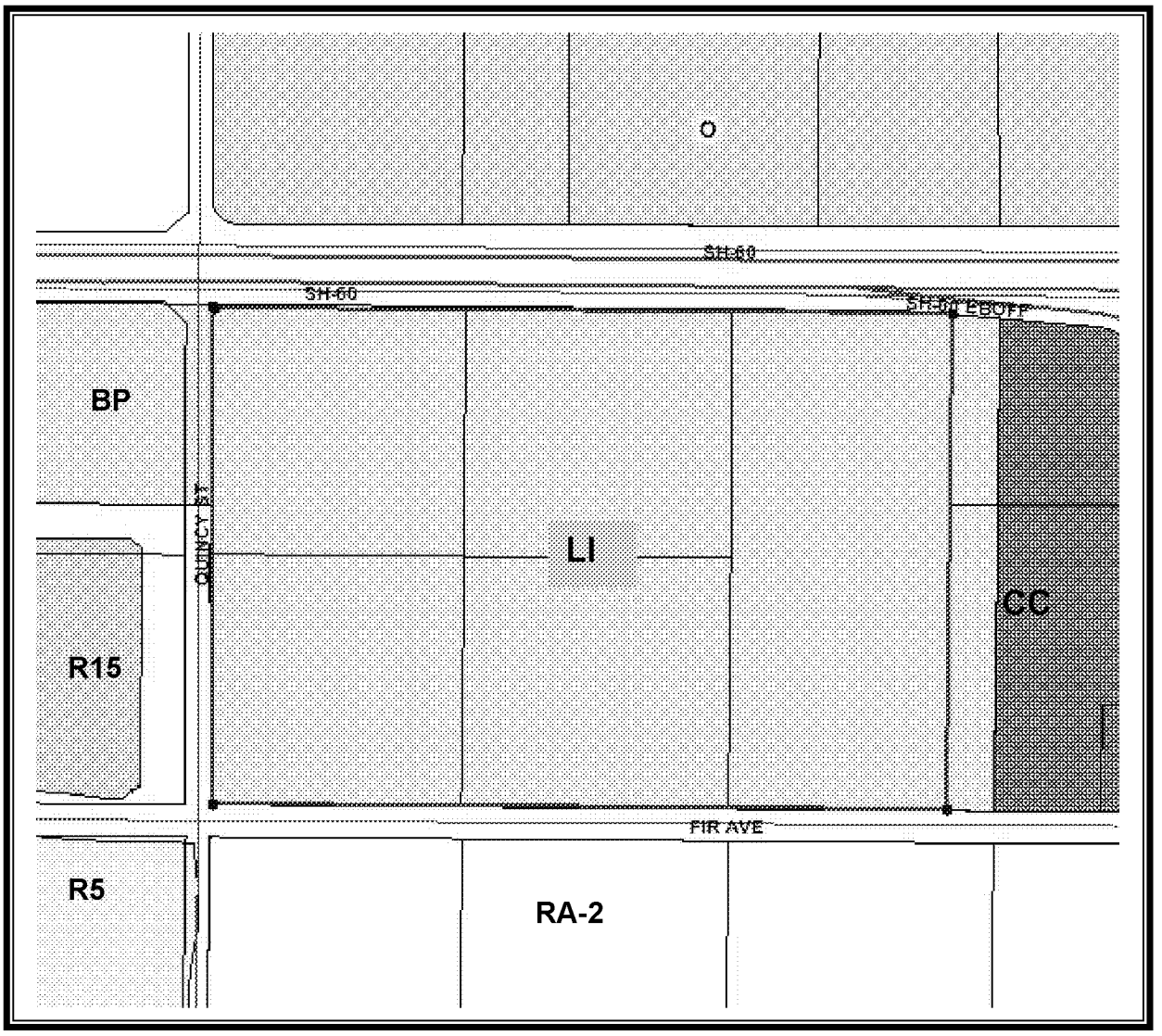

N

ADOPTED_____

EFFECTIVE_____

Exhibit B

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area

within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP /I1[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.
*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be

provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

~~9~~10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA08-0097 FOR A WAREHOUSE DISTRIBUTION FACILITY
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
_X_ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA08-0097 is subject to adoption of a Zone Change (PA08-0098) from the Business Park zone to the Light Industrial zone for the project site and adoption of a Municipal Code Amendment (PA10-0017) to establish a minimum buffering/separation from buildings over 50,000 square in area and adjacent residential zoned land.

P2. Plot Plan PA08-0097 has been approved for development of a 937,260 square foot warehouse distribution facility, to be built on a 55 acre site within Assessor's Parcel Numbers 488-330-003 to -006 and -026. The facility includes 173 dock doors and 14,000 square feet of office. Required parking for this use equates to a total of 307 employee/visitor parking spaces and 173 truck/trailer parking spaces.

P3. Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36207 and the subsequent recordation of this map.

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

P4. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

Exhibit D

P5. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P6. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P7. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P8. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P9. Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Fir/Eucalyptus Avenue.

P10. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P11. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P12. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P13. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P14. If the proposed project requires blasting, it shall be used only as a last resort. In such cases, it shall be approved by the Fire Marshall, and the developer shall comply with the current City ordinance governing blasting. (Ord)

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means

the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA08-0097 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project to the extent feasible.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

<u>Prior to Issuance of Grading Permits</u>

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.

P26. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P27. (GP) For projects abutting State Highway 60, a sixteen foot reservation for future right-of-way shall be provided.

P28. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P29. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P30. (GP) Prior to issuance of any grading permits, mitigation measures contained

in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P31. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P32. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P33. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P34. (GP) Prior to the issuance of grading permits, a "no touch" area shall be staked along the westerly limit of project development as defined by the scour wall and a City approved Biologist be retained to monitor construction activities to ensure protection and preservation of Channel areas. Upon the completion of the above mitigation measure an on-site grading permit may be issued for project work to commence.

P35. (GP) Prior to any physical disturbance of any natural drainage course, or any wetland determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to both the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes)

P36. (GP) Prior to the approval of any precise grading permits, the developer shall submit written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.

P37. (GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.

P38. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

- **A. A maximum 3 foot high decorative wall in lieu of a hedge or berm may be placed in setback areas adjacent to a parking lot.**
- **B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement for the specific plan and/or Municipal Code.**
- **C. A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks from view from Fir/Eucalyptus Avenue and at the northeast corner of the site.**
- **D. Wrought iron/tubular steel fence is required along portions of the northern, western and eastern property lines.**
- **E. A four foot tall three rail fence to match adjacent trail fencing is required to enclose the basins located along Fir/Eucalyptus Avenue.**
- ***F.* An 8 foot tall coated chain link fence is required along the western property line along the Riverside County Flood Control maintenance road.**

<u>Prior to Issuance of Building Permits</u>

P39. (BP) Prior to issuance of building permits, the Community & Economic Development

Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P42. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P43. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.

B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)

C. All diamond planters shall be included at an interval of one per 3 parking stalls.

D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.

E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.

F. **Enhanced landscaping shall be included at all driveway and corner locations as well as along Highway 60 to provide proper screening of trucks.**

G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.

H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)

I. Landscaping on three sides of trash enclosures shall be provided.

J. **Dense landscape (spacing of one tree per 20 feet) shall be placed in front of the wall along all designated yard areas and vines shall be planted at the base of the wall and be directed along said wall.**

K. **A minimum size of 24" box mature trees shall be placed along the freeway or northern elevations of the building. Trees shall be in a double row or closely spaced as shown on the preliminary landscape plan?**

L. **Minimum 24 inch box Eucalyptus Nicholii shall be used for the street trees along the Eucalyptus Avenue frontage. Spacing of trees shall be limited to 80 foot on center for parkways and medians in sight line distance areas noted on the plans; however trees to the equivalency of 40 foot on center shall be planted in the parkway for the entire site. Additional denser parkway tree placement (between 25 to 30 feet on center) would be required for areas outside of the line of sight. A preferred alternative to placing trees only on the designated parkway landscape areas would be to widen the four foot landscape separation between the sidewalk and trail to 8 feet and reduce the parkway landscape to 8 feet in site line distance areas to provide additional trees within the designated line of sight areas alternating at 80 foot spacing to achieve the overall 40 foot spacing requirement.**

M. **Focal entries of the site on Eucalyptus Avenue are void of trees and or**

shrubs on the preliminary landscape plan and they shall be shown on the plans, or alternatively document on the landscape and tree plans that the equivalency of one tree per 30 linear feet of building dimension visible from the parking lot and all public rights of away in addition to on tree per 30 linear feet of parking lot adjacent to the interior property is being met.

N. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P44. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.

P45. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P46. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P47. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P48. (BP) Prior to issuance of building permits for a final map for Tentative Parcel Map No. 36207 (PA09-0022) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.

P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P50. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P52. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P53. (CO) All rooftop equipment shall be appropriately screened and not visible from the Highway 60 or Eucalyptus/Fir Avenue rights of way.

<u>MITIGATION MEASURES</u>

P54. MM 4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

P55. MM 4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:
• Install a traffic signal;
• Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and
• Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.

P56. MM 4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct an eastbound right-turn lane and re-stripe the shared left-or-righ turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P57. MM 4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Coordinate traffic signal timing with the signal at the intersection of Moreno

Beach Drive at SR-60 Eastbound Ramps.

P58. MM 4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);
• Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.

P59. MM 4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P60. MM 4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the

intersection.

- Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer,
- Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.

- Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.

P61. MM 4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
- Install a stop-control on the south leg of the intersection;
- Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;
- Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and
- Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P62. MM 4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:

• Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;

• Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

• Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and

• Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.

P63. MM 4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:

• Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

• In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;

• Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and

• Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

P64. MM 4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:

• Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded

through fair share fee participation;
• Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;
• Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and
• Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.

P65. MM 4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane;
• Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and
• Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.

P66. MM 4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);
• Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;
• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the

north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection. The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1.

P67. MM 4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;
• Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P68. MM 4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;
• Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through

participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;

• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.; and

• Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.

P69. MM 4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

• Install a traffic signal. This improvement would be funded through participation in the DIF Program;

• Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;

• Re-stripe the eastbound right-turn lane as a through lane and construct an

additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P70. MM 4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements:

• Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;

• Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P71. MM 4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:

• Construct Quincy Street south of Eucalyptus Avenue as a two-lane

undivided roadway with a minimum of one travel lane in each direction.

P72. MM 4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:
• Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P73. MM 4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.
• Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.
• Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).
• In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

P74. MM 4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

P75. **MM 4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).**

P76. **MM 4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.**

P77. **MM 4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.**

P78. **MM 4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.**

P79. **MM 4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.**

P80. **MM 4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations:**

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**
- **Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;**
- **Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;**
- **The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;**
- **The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;**
- **High pressure injectors shall be provided on diesel construction equipment where feasible;**

- Engine size of construction equipment shall be limited to the minimum practical size;
- Substitute gasoline-powered for diesel powered construction equipment where feasible;
- Use electric construction equipment where feasible;
- Install catalytic converters on gasoline-powered equipment where feasible;
- Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
- Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
- Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;
- All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

P81. MM 4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

P82. MM 4.3.10 All Project entrances shall be posted with signs which state:
- Truck drivers shall turn off engines when not in use;
- Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
- Telephone numbers of the building facilities manager and CARB, to report violations.

These measures shall be enforced by the on-site facilities manager (or equivalent).

P83. MM 4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.
- Increase in insulation such that heat transfer and thermal bridging is minimized;
- Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;
- Incorporate dual-paned or other energy efficient windows;

• Incorporate energy efficient space heating and cooling equipment;
• Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;
• To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.
• Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.
All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.

P84. MM 4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.

P85. MM 4.3.13 GHG emissions reductions measures shall also include the following:
• The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;
• The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;
• The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.
• Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);
• The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers

utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;

- The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.
- Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:
  - Implementation of compressed workweek schedules;
  - SmartWay partnership;
  - Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.
  - Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.
  - Use of fleet vehicles conforming to 2010 air quality standards or better.
  - Installation of catalytic converters on gasoline-powered equipment.
  - Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;
  - Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;
  - Provision of preferential parking for EV and CNG vehicles;
  - Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;
  - Use of electric (instead of diesel or gasoline-powered) yard trucks;
  - Use of SmartWay 1.25 rated trucks.

P86. MM 4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement

in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P87. MM 4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P88. MM 4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P89. MM 4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.

P90. MM 4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.

P91. MM 4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.

P92. MM 4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the

Project, to be constructed by the Applicant.

P93. MM 4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.

P94. MM 4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

P95. MM 4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

P96. MM 4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following

certain constraints:

• Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;

• A paleontological mitigation-monitoring plan shall be developed before grading begins;

• Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;

• Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and

• Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources

P97. MM 4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

P98. MM 4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

P99. MM 4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

P100. MM 4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any

physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

P101. MM 4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:
• A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;
• A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and
• Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and
• Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.

P102. MM 4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected

during the initial survey, are not disturbed.

P103. MM 4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the

HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction,

compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been

determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Grading Plan Approval or Grading Permit</u>

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Map Approval or Recordation</u>

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be

allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per

separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

d. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

e. Any necessary corner cutback right-of-way dedications per City Standard 208.

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains

which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.

LD67. Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.

LD68. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).

LD69. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.

LD70. Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.

LD71. Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be

completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Redlands Boulevard, future Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5 foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. "A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway

approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.

d. The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.

e. Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).

b. Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the

Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the

property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

<u>Prior to Certificate of Occupancy</u>

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or

b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)
- Redlands Boulevard/Future Eucalyptus Avenue

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane

Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

Prior to Certificated of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility

services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

a. Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.

b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.

c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be

anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA09-0022
TENTATIVE PARCEL MAP NO. 36207
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Tentative Parcel Map No. 36207 is approved for the purposes of re-configuring the existing five parcels located within the project site and creating a single 55 acre parcel with lettered lots for a storm drain channel and a future off-ramp for State Route 60.

P2. Development within Tentative Parcel Map No. 36207 shall be under separate review and approval of a plot plan or a conditional use permit application(s) and shall be subject to the requirements of the City's Municipal Code.

P3. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

P4. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

P5. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Exhibit E Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. (MC 9.14.020)

P6. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P7. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Issuance of Grading Permits

P8. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P9. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P10. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective

23.3, DG, CEQA).

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. This shall include slopes associated with swales and basins. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. Graded slopes shall have variations that do not exceed 2:1 (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of any grading permits, any required final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P13. (GP) Prior to the issuance of a precise grading permit, the plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P14. (GP) Prior to the issuance of a precise grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P15. (GP) Prior to the issuance of any grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-Species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

Prior to Recordation of Final Map

P16. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. **The following Standard Conditions shall apply.**

With respect to the conditions of approval, the following fire protection measures shall be

provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as

approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other

plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the

HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within

other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the

improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot

plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Grading Plan Approval or Grading Permit

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water

Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to record the final map 90

days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or

the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

<u>Prior to Building Permit</u>

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

<u>Prior to Acceptance of Streets into the City Maintained Road System</u>

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

d. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

e. Any necessary corner cutback right-of-way dedications per City Standard 208.

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.

LD67. Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.

LD68. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).

LD69. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.

LD70. Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.

LD71. Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the

required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5 foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. "A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.

d. The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as

approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.

e. Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).

b. Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is

fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such

District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

<u>Prior to Certificate of Occupancy</u>

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition

218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or

b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced

Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

Prior to Certificated of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility

infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

a. Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.

b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.

c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the

trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as

determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

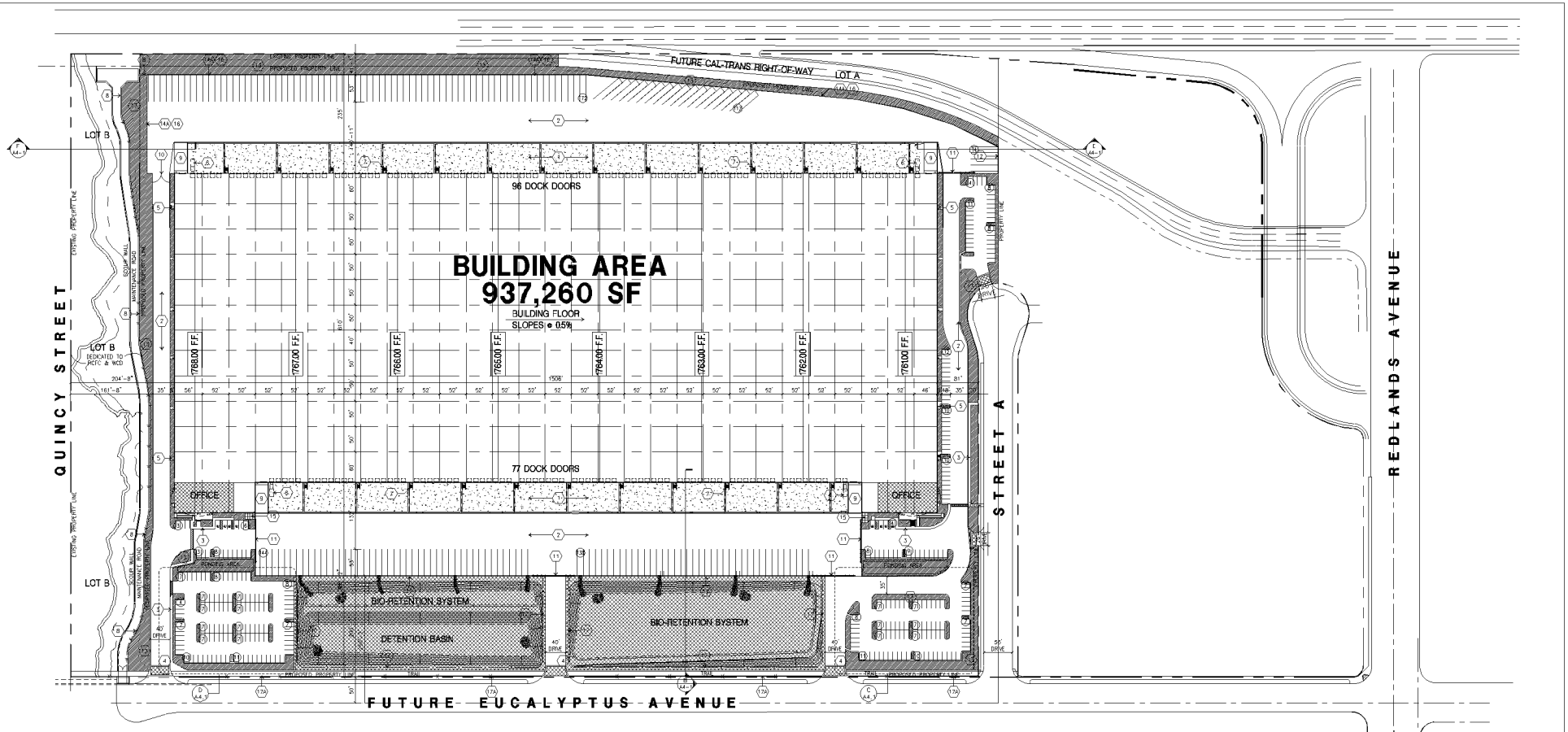

OVERALL SITE PLAN

scale: 1" = 80'-0"

1" = 80'-0"

0 80 160 240

NORTH

TYPICAL STREET SECTIONS

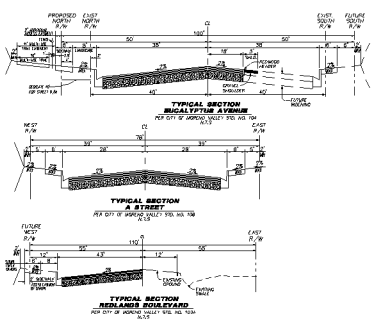

PROJECT TABULATIONS

TABULATION	Bldg 1	Channel	Grand Total
Gross site area (in sq.ft.)		111,865	2,380,905
Gross site area (in acres)		2.57	54.66
Net site area (in sq.ft.)	2,269,040		2,251,064
Net site area (in acres)	52.09		51.68
Warehouse area	923,260		
Office area	14,000		
Total building area	937,260		
Coverage (Gross)			
Coverage (Net)	42%		
Landscape required (10%)	226,904		
Landscape provided	305,038		
% of landscape provided	13%		
Parking required			
1st. 20k @1/1,000 s.f.	20		
2nd. 20k @1/2,000 s.f.	10		
above 40k @1/4,000 s.f.	221		
office @1/250	56		
Total parking required	307		
Parking provided			
Standard	307		
Trailers	175		

KEYNOTES - SITE PLAN

1. HEAVY BROOM FINISH CONC. PAVEMENT. SEE "C" & "S" DWGS.
2. ASPHALT CONCRETE (AC) PAVING. SEE "C" DWGS.
3. CONCRETE WALKWAY. SEE "L" DRAWINGS.
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C. NO DECORATIVE PAVING WITHIN RIGHT-OF-WAY. SEE "L" DWGS
5. 5'-6"W"x-6"x14" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. 7' SIDE X 15' LONG TRASH COMPACTOR W/ 8' WIDE X 22' LONG REFUSE CONTAINER.
7. EXTERIOR CONC. STAIR.
8. 8' H. COATED CHAIN-LINK FENCE OR OTHER AS APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR.
9. CONCRETE RAMP.
10. 6' H. METAL SWING GATE.
11. 8' H. METAL SLIDING GATE.
12. 14' H CONCRETE SCREENWALL, PAINTED.
13. LANDSCAPE. SEE "L" DWGS. LANDSCAPE AREAS INDICATED BY SHADED PATTERN
14. 6' H. WROUGHT IRON FENCE.
14A. 14' H. WROUGHT IRON FENCE.
15. COURTYARD PATIO AREA.
16. RETAINING WALL. SEE "C" DWGS.
17. 4' H. THREE RAIL FENCE
17A. 4' H. THREE RAIL FENCE AS PER COMMUNITY DEVELOPMENT DIRECTOR.

GENERAL NOTES - FLOOR PLAN

A. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.

B. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.

C. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.

D. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.

E. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.

F. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.

G. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.

H. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS

I. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.

J. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 15' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.

K. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT

L. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

M. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.

N. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.

O. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

P. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

PROJECT INFORMATION

Owner / Applicant

PROE RANCHO BELLADO, LLC
c/o PROE PROPERTY TRUST
201 CANNA AVE. - STE #8
LONG BEACH, CA 90803
TEL: (562) 856-3619
CONTACT: BERNIE PICE

Architect

HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: BOB CHANG

Applicant's Representative

INLAND EMPIRE DEVELOPMENT SERVICES, INC.
931 MONARCH COURT
BEAUMONT, CA 92223
TEL: (909) 845-1003
CONTACT: GL SHEAT

Civil Engineer

HUITT ZOLLARS
1101 E. MILHEIN - STE.C
ONTARIO, CA 91761
TEL: (909) 390-9450
CONTACT: MAURICE MURAD

Legal Description

ALL OF LOTS 3,4,5,6 BLK. 35 AND A PORTION OF LOTS 2 AND 7 BLK. 25 LYING WITHIN MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY IN THE COUNTY OF RIVERSIDE, STATE OF CALIF. AS PER MAP RECORDED IN BOOK 11, PG. 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Zoning

ZONING: EXISTING - BP
PROPOSED - LI

Assessors Parcel Number

APN 488-330-003
APN 488-330-004
APN 488-330-005
APN 488-330-006
APN 488-330-026

SITE LEGEND

- LANDSCAPED AREA
- WQMP AREA
- AC PAVING - SEE "C" DRWGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- STANDARD PARKING STALL (9' X 18')
- HANDICAP PARKING STALL (9' X 18')
- OFFICE AREA
- PROPERTY LINE
- ADA PATH OF TRAVEL
- (#) PARKING STALL COUNT

CIVIL LINETYPES

- DW — PROPOSED DOMESTIC SERVICE
- FW — PROPOSED FIRE SERVICE
- W — PROPOSED WATER LINE
- S — PROPOSED SEWER LINE
- RIGHT OF WAY/SITE BOUNDARY
- EXTNG RIGHT OF WAY/SITE BOUNDARY
- P — PROPOSED RIDGE LINE
- SD — PROPOSED STORM DRAIN
- PROPOSED GRATING INLET

UTILITY INFORMATION

TELEPHONE
VERIZON
1980 ORANGE TREE LANE, STE 100
REDLANDS, CA 92374
PHONE: (909) 748-6639
CONTACT: TIA CARLSON

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST.
MORENO VALLEY, CA 92552
PHONE: (951) 413-3480
CONTACT: GARY RAMIREZ

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

GAS
SOUTHERN CALIFORNIA GAS CO.
25200 TRUMBLE ROAD SC 8058
ROMOLAND, CA 92380
PHONE: (951) 335-3602
CONTACT: DAVE MULLIGAN

CABLE - TV
TIME WARNER CABLE
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (909) 973-3380
(909) 390-4777
CONTACT: MARK DAUENHAUER

VICINITY MAP

N.T.S

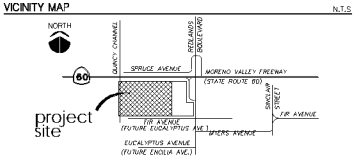

PLOT PLAN
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

WestRidge

PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

Commerce Center

HPA# 6342

MORENO VALLEY, CALIFORNIA

NOVEMBER 5, 2010

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

A1.1

Attachment 3

MV00102538

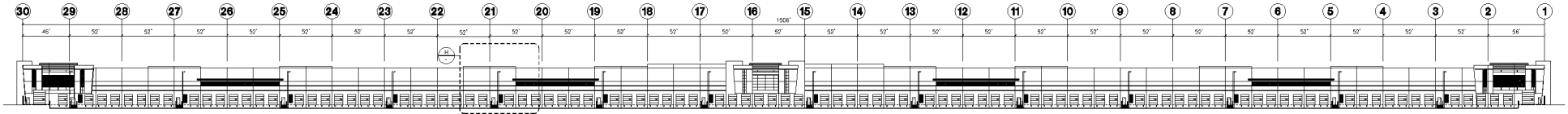

NORTH ELEVATION (A)
scale: 1" = 40'-0"

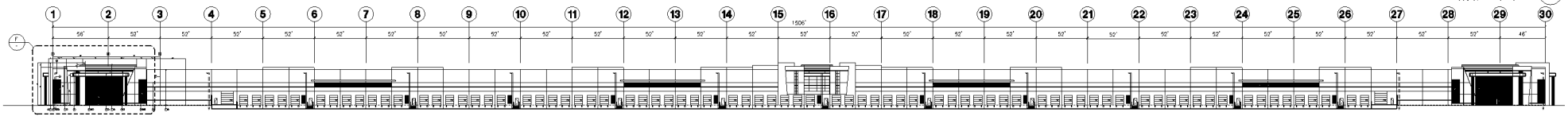

SOUTH ELEVATION (B)
scale: 1" = 40'-0"

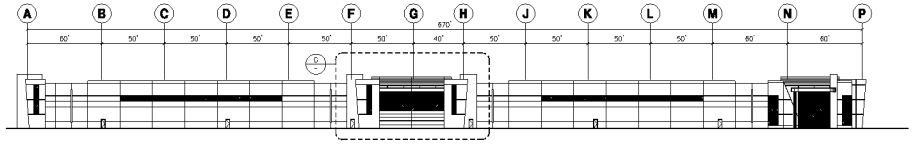

WEST ELEVATION (D)
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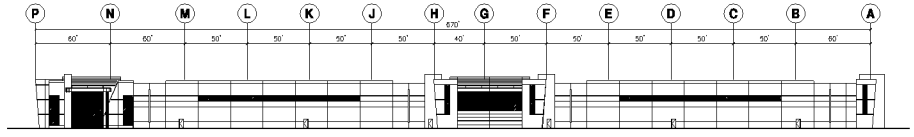

EAST ELEVATION (C)
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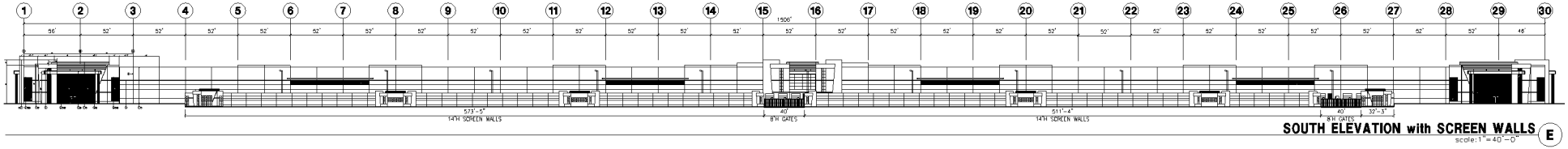

SOUTH ELEVATION with SCREEN WALLS (E)
scale: 1" = 40'-0"

SCALE: 1"=40'
0 40' 80' 120'

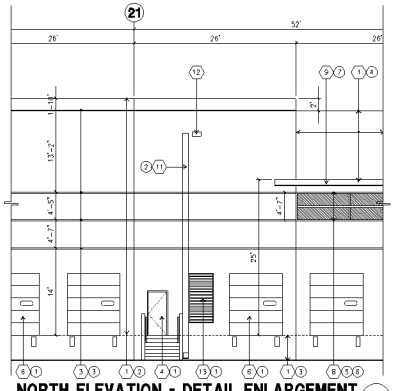

NORTH ELEVATION - DETAIL ENLARGEMENT (H)
scale: 1/8" = 1'-0"

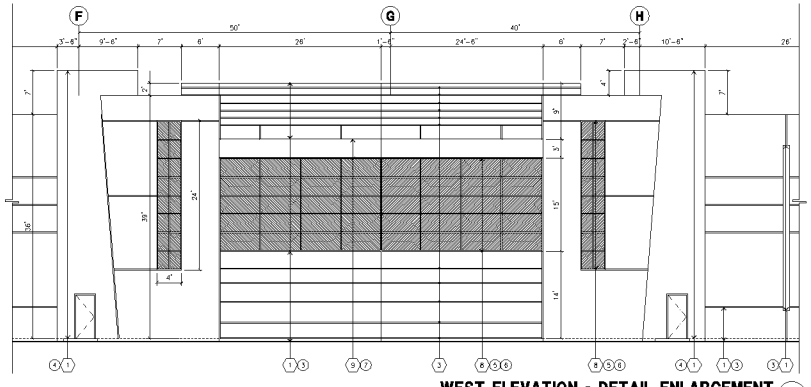

WEST ELEVATION - DETAIL ENLARGEMENT (G)
scale: 1/8" = 1'-0"

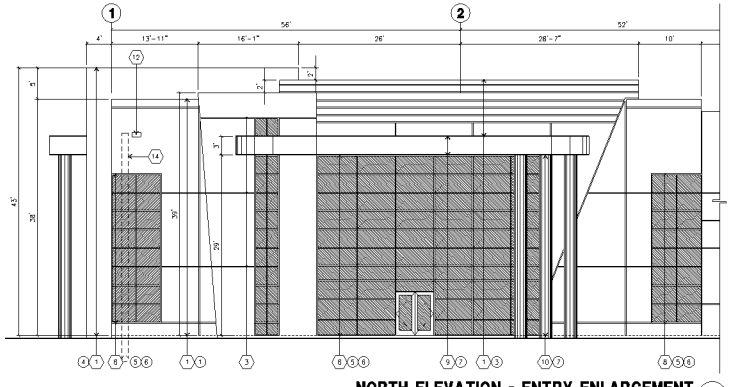

NORTH ELEVATION - ENTRY ENLARGEMENT (F)
scale: 1/8" = 1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'

KEYNOTES - ELEVATION

1. CONCRETE TILT-UP PANEL(PAINTED).
2. PANEL JOINT.
3. PANEL REVEAL.
4. HOLLOW METAL DOORS.
5. OVERHEAD DOOR @ DRIVE THRU.
6. OVERHEAD DOOR @ DOCK HIGH.
7. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL.
8. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
9. DECORATIVE CANOPY.
10. DECORATIVE COLUMN SUPPORT FOR CANOPY.
11. EXTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER PAINT TO MATCH BUILDING COLOR.
12. 9" X 18" OPENING METAL SCUPPER @ 2" ABOVE FINISHED ROOF.
13. 4'W. X 8'H METAL LOUVER PAINT TO MATCH BUILDING COLOR.
14. INTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.

B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.

C. T.O.P.= TOP OF PARAPET ELEVATION.
F.F.= FINISH FLOOR ELEVATION.

D. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 105 MPH. EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.

E. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.

F. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.

G. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH

H. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS

J. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHEDULES - ELEVATIONS

1	CONCRETE PANEL	PAINT BRAND	FRAZEE OD1 WHITE
2	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3171W SILVER LINING
3	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3172M EXCALIBUR
4	CONCRETE PANEL	PAINT BRAND	FRAZEE CL2366A DEUCE
5	MULLIONS	ALUMINUM	CLEAR ANODIZED
6	GLAZING	COLOR	BLUE REFLECTIVE
7	CANOPY	PAINT BRAND	FRAZEE PRECISION COATINGS INC. SILVER MIST METALLIC FLAT

GLAZING LEGEND

- SPANDREL GLASS
- VISION GLASS
- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS

ELEVATIONS
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

WestRidge
Commerce Center
MORENO VALLEY, CALIFORNIA

REDWOOD PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

A3.1

HPA, INC.
16831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

Attachment 4

MV00102539

HPA

18831 Bardeen Ave. - Suite #100
Irvine, CA 92612
(949)863-1770
www.hparchs.com

WestRidge Commerce Center

Moreno Valley, California

Attachment 5

RIDGE PROPERTY TRUST

August 9, 2010/Job#8418

MV00102540

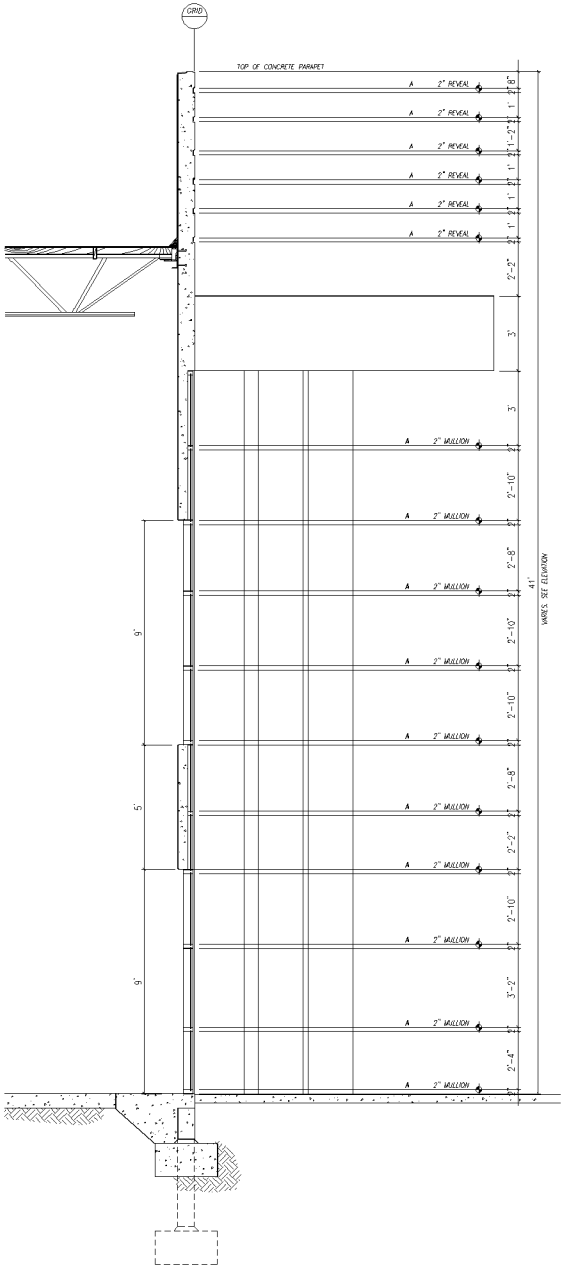

BUILDING SECTION @ OFFICE AREA (A)
scale: 1/2" = 1'-0"

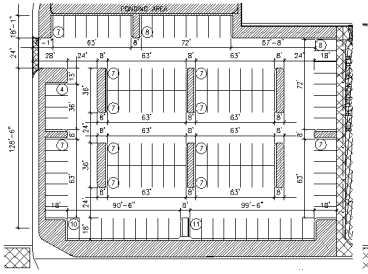

ENLARGED SITE PLAN @ SOUTHWEST (D)
scale: 1" = 40'-0"

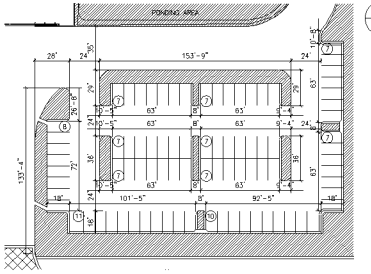

ENLARGED SITE PLAN @ SOUTHEAST (C)
scale: 1" = 40'-0"

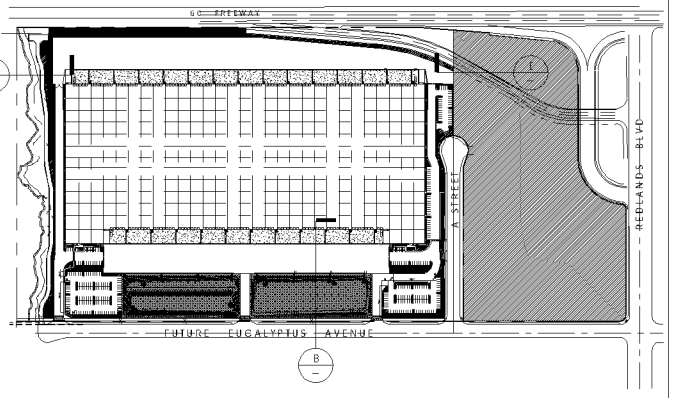

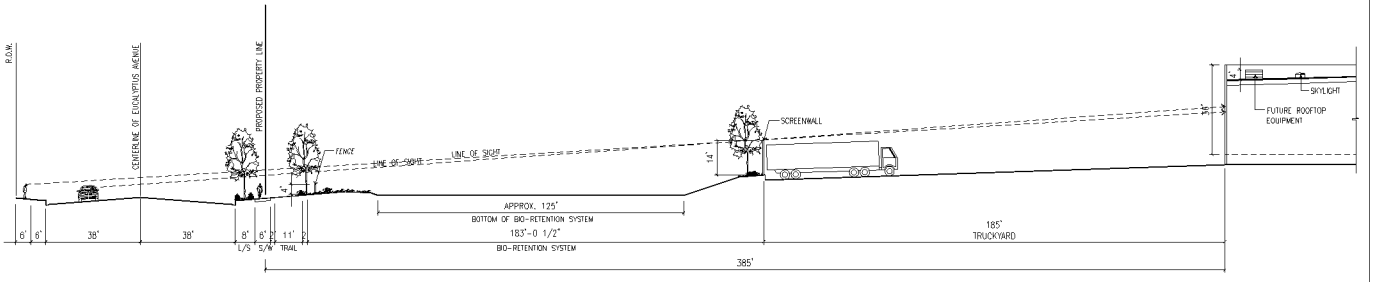

LINE OF SIGHT (B)
scale: 1" = 20'-0"

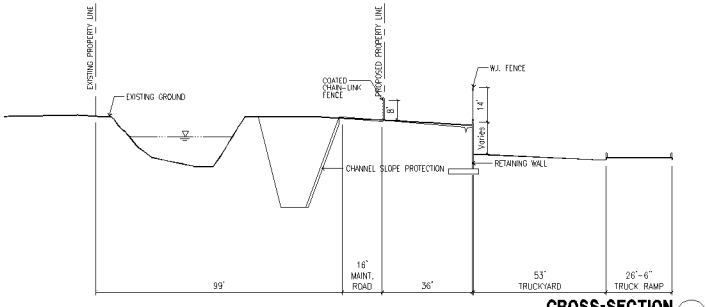

CROSS-SECTION (F)
scale: 1" = 20'-0"

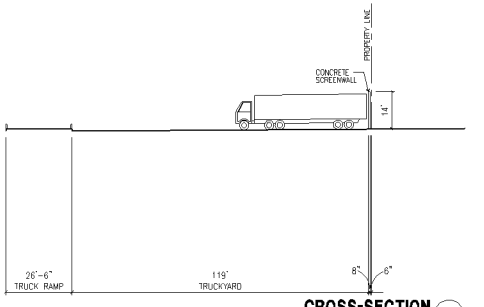

CROSS-SECTION (E)
scale: 1" = 20'-0"

Attachment 6

SITE ANALYSIS
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

WestRidge
Commerce Center
MORENO VALLEY, CALIFORNIA

RIDGE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

A4.1

MV00102541

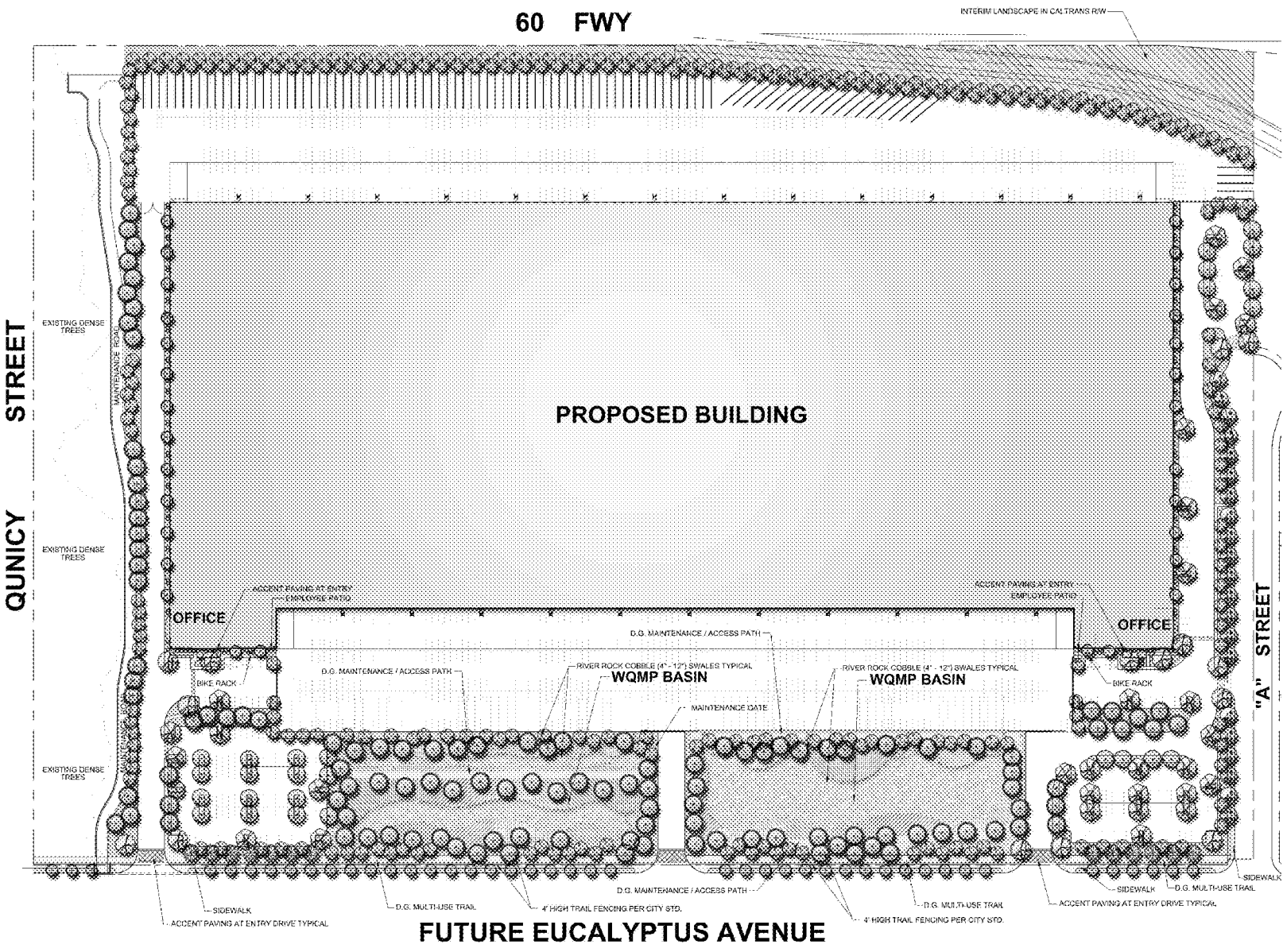

PLANT PALETTE

TREES

SYMBOL	TYPE	SIZE	QUANTITY
	Cupressus sempervirens (Italian Cypress)	15 GAL 24" BOX	30 21
	Eucalyptus sideroxylon (Red Ironbark)	24" BOX	23
	Tilia cordata (European Linden) Multi Trunk	24" BOX	16
	Pinus canariensis (Canary Island Pine) OR Pinus eldarica (Eldarica Pine)	15 GAL 24" BOX	158 108
	Pseudosmyrnium aureum (Golden Alexanders) (Proposed Street Tree)	24" BOX	12
	Platanus racemosa (California Sycamore)	24" BOX	21
	Quercus agrifolia (Coast Live Oak)	24" BOX	25
	Rhus lancea (African Sumac)	15 GAL	20

ROOT BARRIER NOTE

ALL TREES WITHIN 10'-0" HARDSCAPE SHALL BE INSTALLED WITH 24" DEEP ROOT BARRIER SHIELD

SHRUBS

PLANT NAME	SIZE	SPACING
Aloe ferox (Tall Scaly Aloe)	5 gallon	30" o.c. spacing
Aloe x ortholopha (Red Aloe)	5 gallon	4' o.c. spacing
Agave americana (Century Plant)	5 gallon	5' o.c. (to 30' o.c. spacing)
Agave attenuata (Foxtail Agave)	5 gallon	5' o.c. spacing
Aloe species	5 gallon	4' o.c. spacing
Arctostaphylos Manzanita (Manzanita)	5 gallon	5' o.c. spacing
Arbutus unedo (Strawberry Tree)	5 gallon	5' o.c. spacing
Calliandra tweedii (Brazilian Red)	5 gallon	5' o.c. spacing
Ceanothus cuneatus (Buck Brush)	5 gallon	5' o.c. spacing
Cistus x hybridus (Rock Rose)	5 gallon	4' o.c. spacing
Cistus ladanifer (Rock Rose)	5 gallon	4' o.c. spacing
Cotoneaster dielsianus (Cotoneaster)	5 gallon	4' o.c. spacing
Dodonaea viscosa (Hop Bush)	5 gallon	3' o.c. spacing
Dodonaea viscosa purpurea (Purple Hop Bush)	5 gallon	3' o.c. spacing
Elaeagnus angustifolia (Russian Olive)	5 gallon	4' o.c. spacing
Fremontodendron californicum (Flannel Bush)	5 gallon	5' o.c. spacing
Grevillea lanigera (Woolly Grevillea)	5 gallon	5' o.c. spacing
Grevillea lanigera 'Coastal Gem'	5 gallon	5' o.c. spacing
Heteromeles arbutifolia (Toyon)	5 & 15 gallon	7' o.c. minimum
Juniperus species (Juniper)	1 and 5 gallon	varies
Lavandula dentata (Lavender)	1 and 5 gallon	24" o.c. to 36" o.c. spacing
Leucophyllum frutescens 'Rain Cloud'	5 gallon	4' o.c. spacing
Leucophyllum frutescens 'Green Cloud' (Texas Ranger)	5 gallon	4' o.c. spacing
Ligustrum lucidum (Wax-leaf Privet)	5 gallon	24" o.c. spacing
Mahonia nevinii (Nevin's Mahonia) (Evergreen Leader Grape)	5 gallon	24" o.c. spacing
Myrsine africana (African Myrsine)	5 gallon	24" o.c. spacing
Nerium oleander species (Oleander)	5 gallon	24" o.c. spacing
Nerium oleander species (Dwarf Oleander)	5 gallon	24" o.c. spacing
Nandina species (Flame or Heavenly)	5 gallon	24" o.c. (varies)
Photinia fraseri (Red Tipped Photinia)	5 gallon	48" o.c. spacing
Pittosporum species	5 gallon	48" o.c. spacing
Pittosporum species (Green Mondella)	5 gallon	48" o.c. spacing
Rhaphiolepis indica (Indian Hawthorne)	5 gallon	48" o.c. spacing
Rosmarinus officinalis (Rosemary)	5 gallon	varies
Salvia clevelandii (Cleveland Sage)	15 & 5 gallon	36" o.c. spacing
Salvia greggii (Autumn Sage)	5 gallon	5' o.c. spacing
Westringia fruticosa (Coast Rosemary)	5 gallon	48" o.c. spacing
Xylosma congestum (Shiny Xylosma)	5 gallon	48" o.c. spacing

GROUNDCOVERS

PLANT NAME	SIZE	SPACING
Acacia redolens (NCN)	1 and 5 gallon	48" o.c. spacing min.
Baccharis pilularis (Coyote bush)	1 gallon	48" o.c. spacing min.
Carex divulsa (Berkeley)	1 gallon	18" o.c. spacing min.
Cotoneaster horizontalis (Rockspray cotoneaster)	1 gallon	24" o.c. spacing min.
Hypericum calycinum (Aaron's Beard)	1 gallon	24" o.c. spacing
Juniperus species (Juniper)	1 gallon	36" o.c. spacing
Lantana montevidensis 'Alba' (Trailing lantana)	1 and 5 gallon	18" o.c. spacing
(Trailing lantana)		
Myoporum parvifolium (Myoporum)	1 gallon	24" 42" o.c. spacing
Myoporum species (Creeping)	1 gallon	48" o.c. spacing
Rosmarinus officinalis (Rosemary)	1 gallon	18" o.c. spacing
Trachelospermum species (Star jasmine)	1 gallon and 1 gallon	48" o.c. spacing

INTERIM LANDSCAPE IN CALTRANS R/W - PLANT 1 GAL. ACHIEVE MODULAR 12" O.C. WITH 3" FINISH LAYER EMPHASIZE BIOSOIL. TRANSITION TO BE APPROPRIATE WITH SHRUB BASE.

SIDEWALK VINE - AVAILABLE (NON-SEASONAL FLOWER) COLORING VINE

A - 25 VINE BOUGAINVILLEA SPECTABILIS
B - 25 VINE MACFADYENA UNGUIS
C - 25 VINE MONDEVILLA SUAVEOLENS
D - 25 VINE WISTERIA SINENSIS
E - 25 VINE WISTERIA FLORIBUNDA
F - 25 VINE VITIS RIPARIA 'CLAIRETTE'
G - 25 VINE HONEYSUCKLE NIGOSHIMA

VINES FOR SCREENWALLS

SYMBOL	PLANT NAME	SIZE	SPACING
	Ficus repens (Creeping fig)	1 gallon	12" o.c. spacing
	Bougainvillea species and cultivars (Bougainvillea)	1 gallon	12" o.c. spacing

VINES FOR W.I. FENCING AROUND BASIN

SYMBOL	PLANT NAME	SIZE	SPACING
	Beaucarnea recurvata (Bottle Palm)	5 gallon	15' o.c. spacing

NOTE: VINES ARE REQUIRED ON ALL SCREENWALLS & W.I. FENCING AROUND BASIN

MULCH NOTE

ALL PLANTING AREAS TO RECEIVE A 3" LAYER OF DOUBLE MULCH AVAILABLE FROM EARTHWORKS (BY ZOOKER)

West Ridge Commerce Center

Moreno Valley, CA

Ridge Property Trust

Attachment 7

Environsi

PRELIMINARY LANDSCAPE PLAN

NORTH

SCALE: 1" = 60' - 0"

SHEET L-1

DATE: 6-9-10

MV00102542

TENTATIVE PARCEL MAP NO. 36207

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 3, 4, 5, 6 & 7 INCLUSIVE, BLOCK 33, OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 13, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE.

HUITT-ZOLLARS

NOVEMBER, 2010

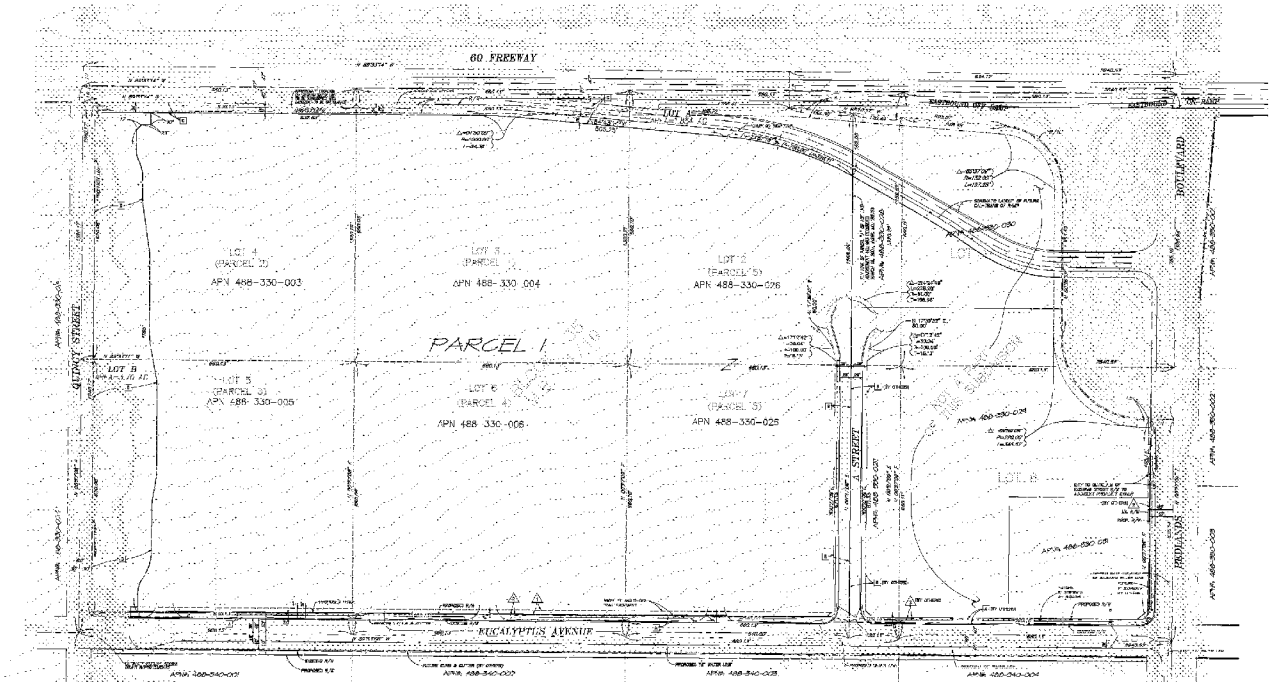

GENERAL NOTES

1. EXISTING LAND USE: VACANT
2. ADJACENT LAND USE: INDUSTRIAL/PUBLIC FACILITY TO THE WEST, RESIDENTIAL TO THE SOUTH, VACANT TO THE NORTH AND COMMERCIAL TO THE EAST
3. MINIMUM LOT SIZE: 1 ACRE
4. EXISTING ZONING: PD
   PROPOSED ZONING: LI
5. FLOOD ZONE X, PANEL 745, FIRM INFORMATION
   MAP REVISED AUGUST 28, 2008
6. PROPOSED LAND USE: LIGHT INDUSTRIAL / WAREHOUSE DISTRIBUTION
7. PROPOSED WATER SERVICE WILL BE PROVIDED BY EASTERN MUNICIPAL WATER DISTRICT
8. PROPOSED SEWER SERVICE WILL BE PROVIDED BY EASTERN MUNICIPAL WATER DISTRICT
9. ALL UTILITIES SHALL BE UNDERGROUND.

   GAS: SOUTHERN CALIFORNIA GAS COMPANY
   ELECTRIC: CITY OF MORENO VALLEY ELECTRICAL UTILITY
   TELEPHONE: VERIZON TELEPHONE COMPANY

10. ALL SIGNAGE SHALL BE CONSTRUCTED AT A MAXIMUM HEIGHT OF 30.1 UNLESS OTHERWISE INDICATED
11. ALL STREETS WILL BE CONSTRUCTED PER CITY OF MORENO VALLEY STANDARDS.
12. AERIAL TOPOGRAPHY PROVIDED BY: DIGITAL MAPPING, INC.
13. ANY PUBLIC EASEMENT TO BE ABANDONED SHALL BE DONE ON THE PARCEL MAP.
14. AREA=81.888 ACS

PREPARED FOR OWNER/DEVELOPER
RIDGE RANCHO BELLAGO, LLC
27 CORONA AVENUE, SUITE G
LONG BEACH, CA 90803
PH: 562-596-3610
FAX: 562-596-3620
CONTACT: STEVEN RISE

PREPARED IN THE OFFICE OF
HUITT-ZOLLARS, INC.
3890 CONCOURS, SUITE 400
IRVINE, CA 92604-3191
PHONE: (949) 841-7788

ROBERT S. STANFORD L.S. 4667

UTILITY PROVIDERS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92572
(951) 928-3777

GAS
SOUTHERN CALIFORNIA GAS COMPANY
25200 JEFFERSON, RD. 50 BOX
MONTCLOA, 91763
(800) 309-7800

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92572
(951) 928-3777

TELEPHONE
VERIZON
7900 CHANDLER TREE LANE, STE 100
REDLANDS, CA 92374

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST.
MORENO VALLEY, CA. 92553
(951) 413-3480

CABLE - TV
ADELPHIA COMMUNICATIONS
2900 AUTO CENTER DR.
CHINO HILLS, CA. 91709
(909) 979-3300

LAND USE

BY _____ 81.888 ACRES

EARTHWORK

RAW CUT = 98,270 CY
RAW FILL = 98,420 CY
RAW EXT = 68,200 CY
FINAL FILL = 68,270 CY

LEGEND / ABBREVIATIONS

- PROPOSED GRADING LINE
- PROPOSED FIRE WATER LINE
- PROPOSED DOMESTIC WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORM DRAIN
- EXISTING CURB LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING STORM DRAIN
- STORM DRAIN OUTLET
- CATCH BASIN
- RIGHT OF WAY/SITE BOUNDARY
- EXISTING RIGHT OF WAY/SITE BOUNDARY
- EASEMENT SEE LINE
- LOT LINE
- FIRE HYDRANT

LEGAL DESCRIPTIONS:

THE DESCRIPTIONS BEING BELOW HAVE BEEN COMPILED FROM A PRELIMINARY TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY ORDER NO. 07-8800-2080 & 08-8800-2080, PREPARED BY FIDELITY NATIONAL TITLE COMPANY, AND PREPARED BY THE SURVEYOR OF RECORD. REFERENCE IS MADE TO SAID PRELIMINARY TITLE REPORTS FOR A TRUE COPY.

PARCEL 1:

LOT 3, BLOCK 33 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, A THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 13, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 27, 1962, IN BOOK 3388, PAGE 188 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 4, BLOCK 33 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, A THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 13 OF MAPS, TOGETHER WITH THE NORTHERLY HALF OF THE VACATED ALLEY ADJOINING SAID LOT, AS VACATED BY ORDER RECORDED JANUARY 18, 2001 & 01 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 27, 1962, IN BOOK 3388, PAGE 188 OF OFFICIAL RECORDS.

PARCEL 3:

LOT 5, BLOCK 33 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, A THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 13 OF MAPS, TOGETHER WITH THE SOUTHERLY HALF OF THE VACATED ALLEY ADJOINING SAID LOT, AS VACATED BY ORDER RECORDED JANUARY 18, 2001 & 01 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOT 6, BLOCK 33 OF MAP NO.1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, A THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 13 OF MAPS, TOGETHER WITH THE NORTHERLY HALF OF THE VACATED ALLEY ADJOINING SAID LOT, AS VACATED BY ORDER RECORDED JANUARY 18, 2001 & 01 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

A PORTION OF LOTS 2 AND 7 BLOCK 33 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 13, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 7 BLOCK 33 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 13, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE N 00°12'40" W, ALONG THE EAST LINE OF SAID LOT 7, 1320.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE S 89°47'20" W, ALONG THE NORTH LINE OF SAID LOT 7, 1320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S 00°12'40" E, ALONG THE WEST LINE OF SAID LOT 7, 1320.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N 89°47'20" E, ALONG THE SOUTH LINE OF SAID LOT 7, 1320.00 FEET TO THE POINT OF BEGINNING.

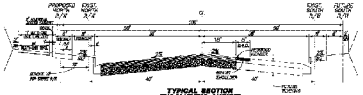

TYPICAL SECTION
EUCALYPTUS AVENUE
PER CITY OF MORENO VALLEY STD. NO. 104

TYPICAL SECTION
A STREET
PER CITY OF MORENO VALLEY STD. NO. 106

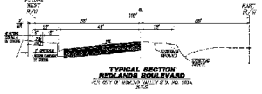

TYPICAL SECTION
REDLANDS BOULEVARD
PER CITY OF MORENO VALLEY STD. NO. 105A

EASEMENT NOTES

A. EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS DESCRIBED BY A DOCUMENT:

GRANTED TO:	EASTERN MUNICIPAL WATER DISTRICT
PURPOSE:	PUBLIC UTILITIES AND INCIDENTAL PURPOSES
RECORDED:	APRIL 28, 1988 AS INSTRUMENT NO. 87863, BOOK 2002, PAGE 1880, OF OFFICIAL RECORDS

PROPOSED EASEMENT

1. 17' EASEMENT FOR WALKWAY TRAIL TO THE CITY OF MORENO VALLEY.
2. 5' EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND LADDERS OR STEPS NEAR TO THE CITY OF MORENO VALLEY.

PROPOSED DEDICATION

A. DEDICATE 10' ADDITIONAL STREET RIGHT-OF-WAY TO THE CITY OF MORENO VALLEY.
B. DEDICATE 30' STREET RIGHT-OF-WAY TO THE CITY OF MORENO VALLEY.
C. *LOT A, DEDICATE TO THE CITY OF MORENO VALLEY FOR FUTURE DETENTION B/M
D. *LOT B, DEDICATE TO RCFC & WCD FOR QUANTY CHANNEL R/W. (FULL SUPERFICIAL INTERSTITIAL).

LINE DATA:

LINE	BEARING	DISTANCE
L1	N 00°07'00" E	41.00'
L2	N 00°08'00" E	80.00'
L3	N 00°08'00" E	70.00'
L4	N 00°08'00" E	60.00'
L5	N 00°08'00" E	10.00'
L6	N 00°07'00" E	40.00'
L7	N 00°07'00" E	40.00'

PARCEL SUMMARY TABLE
PARCEL 1 = 81.888 ACRES
LOT A = 1.000 ACRES
LOT B = 1.000 ACRES

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1"=100'

CITY CASE NO. PA09-0022

HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
3890 CONCOURS STREET, SUITE 400 • IRVINE, CALIFORNIA 92604 • (949) 841-7788

DESIGNED BY: R.S.S.
DRAWN BY: H-Z STAFF
CHECKED BY: R.S.S.
DATE:

SHEET 1 OF 1 SHEETS

JOB NO.: 1 - Date 07

MV00102543

West Ridge Commece Center Project

Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

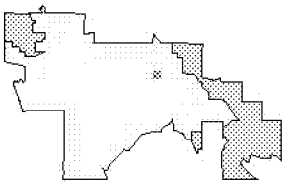

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

N

0 300 600 1200ft

Printed: 5/4/2011 11:52:36 AM

MORENO VALLEY
WHERE DREAMS SOAR

Attachment 9

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-Mailed: December 10, 2010
jeffreyb@moval.org

December 10, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

Review of the Draft Environmental Impact Report (Draft EIR) for the Proposed West Ridge Commerce Center Project

The South Coast Air Quality Management District (AQMD) appreciates the opportunity to comment on the above-mentioned document, including with an extended review period. The following comments are meant as guidance for the lead agency and should be incorporated into the final Environmental Impact Report (final EIR) as appropriate.

Based on a review of the draft EIR the AQMD staff is concerned about the significant regional and localized air quality impacts from the proposed project. In addition, AQMD staff is concerned that the health risks are underestimated in the draft EIR due to calculation errors and the use of low trip generation rates. Given the project's close proximity to sensitive land uses and the significant air quality impacts demonstrated in the air quality analysis, the AQMD staff strongly recommends that the lead agency provide additional mitigation measures to minimize the air quality impacts from the proposed project. AQMD-1

AQMD staff is available to work with the lead agency to address these air quality issues and any other questions that may arise. Please contact Dan Garcia, Air Quality Specialist CEQA Section, at (909) 396-3304, if you have any questions regarding the enclosed comments.

Attachment 10

Sincerely,

Ian MacMillan
Program Supervisor, CEQA Inter-Governmental Review
Planning, Rule Development & Area Sources

Attachment

IM:DG

SBC101021-01
Control Number

1. Health Risk Assessment Emission Calculations

The Health Risk Assessment (HRA) prepared in the Draft EIR relies on emission rates calculated for each roadway segment serving the project. These emission rates are based on heavy duty diesel truck emission factors derived from EMFAC software and are input into the dispersion model after adjusting for the number of trucks using each roadway link. However, the emission calculations provided in the Draft EIR use a unitary truck traffic rate of one vehicle per hour for each roadway link serving the project site. This unitary trip rate does not appear to be adjusted upward prior to deriving the health risk values. As several hundred heavy duty diesel trucks will use each roadway link, the health risk values appear to be substantially underestimated, perhaps by more than one order of magnitude. AQMD-2

In addition, the emission rate calculated for the idling area sources onsite appear to be miscalculated. For example, the idling mitigated emission rate of 6.459 E-6 grams per second does not include the total number of trucks idling per day, it does not include the emissions from onsite truck travel, and it includes one too many conversions of seconds to hours. If the calculation is corrected, the idling emission rate should be approximately 30 times higher at 1.952 E-4 grams per second (assuming half of the trucks use each area source). AQMD staff strongly recommends that the lead agency revisit the emissions calculations and rerun the dispersion model to derive more accurate health risk estimates. If health risks are found to be significant after revising the analysis, mitigation measures should be pursued that would reduce any health risk to a less than significant level (see comment #3 below). AQMD-3

2. Warehouse Trip Rates

As stated on page 51 of the Traffic Impact Analysis prepared for the Draft EIR, the trip generation rates are "hybrid rates" based on two recent traffic studies of high-cube warehouses conducted in the Inland Empire region. The final rate used in the Draft EIR is 1.69 trips per thousand square feet of warehouse space. AQMD staff has recently researched the referenced trip generation studies and others and has concluded that the average trip rates presented in these studies may be underestimated due to the inclusion of potentially vacant warehouses, warehouses served by rail, and the use of average trip rates. In order to provide a reasonable worst case analysis of potential air quality impacts, AQMD staff calculated and recommends that lead agencies utilize a 95th percentile trip generation rate of 2.59 trips per thousand square feet for individual warehouse projects that are not directly serviced by rail lines. The fleet mix described in the Fontana Truck Trip Generation Study is appropriate to determine the proportion of heavy duty vehicles servicing the project. AQMD-4

3. Regional and Localized Operational Air Quality Impacts

Given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM10 and PM 2.5 emissions the AQMD staff strongly recommends adding AQMD-5

the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible:

- Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks,[1]
- If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded,
- Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/distribution center,
- Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors,
- Develop, adopt and enforce truck routes both in an out of city and in and out of facilities,
- Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,
- Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride,
- Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes,
- Require or provide incentives for particulate traps that meet CARB certified level 3 requirements,
- Electrify all service equipment at the facility, and
- Improve traffic flow by signal synchronization.

AQMD-5 cont'd.

4. Regional and Localized Construction Air Quality Impacts

Given that the lead agency's construction air quality analysis demonstrates significant air quality impacts from VOC, NOx, PM10 and PM2.5 emissions the AQMD staff recommends that the lead agency provide additional mitigation pursuant to CEQA Guidelines §15370. Specifically, AQMD staff recommends that the lead agency minimize or eliminate significant adverse air quality impacts by adding the mitigation measures provided below.

- Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow,
- Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation,
- Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.

[1] An example clean truck program for a similar project approved by another lead agency can be found here (beginning on page 183 of 254):
http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf

- Reroute construction trucks away from congested streets or sensitive receptor areas, and
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).

Further, AQMD staff recommends that the lead agency revise Mitigation Measure 4.3.5 as follows:

- All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards according to the following:

  ✓ *April 1, 2010, to December 31, 2011:* All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 2 offroad emissions standards. In addition, all construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. AQMD-5 cont'd.

  ✓ *January 1, 2012, to December 31, 2014*: All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 3 offroad emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  ✓ *Post-January 1, 2015*: All offroad diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

  Also, the lead agency should consider encouraging construction contractors to apply for SCAQMD "SOON funds. Incentives could be provided for those construction contractors who apply for SCAQMD "SOON" funds. The "SOON" program accelerates clean up of off-road diesel vehicles, such as heavy duty construction AQMD-6

equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm

AQMD-6 cont'd.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Letter Dated December 10, 2010

Response AQMD-1

The commentor provides introductory agency remarks, and expresses concern about significant Project-related localized and regional air quality impacts, and potential (DPM-source) health risks. The commentor alleges errors in the EIR's air quality modeling, which are further detailed in the District's specific comments on the following pages. Responses to specific issues are addressed below at Responses AQMD-2 to AQMD-7. AQMD suggests that additional mitigation be incorporated in the EIR as means of reducing significant air quality impacts.

The comments provided by AQMD were submitted after the close of comments period, and while the Lead Agency may elect to respond to late comments, no response is required, pursuant to Pub. Resources Code Section 21091, subd. (d)(2)(A); *CEQA Guidelines* § 15088, subd. (a). Notwithstanding, in order to provide clarification of baseline issues and assumptions; and in consideration of disclosure and ultimate mitigation of potentially significant impacts, responses to AQMD's comments are provided herein. Feasible mitigation offered by AQMD has been incorporated.

Response AQMD-2

This comment appears to incorrectly interpret the Project's Health Risk Assessment (HRA) data and modeling (DEIR Appendix C, Project HRA), with resulting erroneous conclusions. The Unitary truck traffic rate cited by the commentor was used only in deriving the model input value in grams per second per truck (per day). As reflected in the ISCST3 model output summary sheets, the ISCST3's Model Scalar Option was enabled and hourly truck rates were adjusted upward accordingly (DEIR Appendix C, Project HRA, Attachment A). Additionally, the "Hourly Trucks.xls" file that was previously provided to AQMD by Urban Crossroads, preparer of the Project's Air

MV00102551

Quality Analysis, provides a breakdown of the hourly trucks as they are input in the model's scalar option. The EIR conclusions and results are not affected.

Response AQMD-3

This comment appears to incorrectly interpret the Project emission rate calculations and modeling, with resulting erroneous conclusions. As noted in the preceding Response AQMD-2, the ISCST3's Model Scalar Option was enabled, and hourly truck values were entered accordingly. The emissions from on-site truck travel are included as multiple volume sources in the model and therefore do not need to be included in the area source algorithm.

Additionally, the "Model Emission Rate" provided as 6.459E-06 is representative of grams per second per truck (per day), and is input into the model as a unitized rate. The unitized rate is then adjusted upward based on the model's scalar option. Based on a thorough review, as detailed here, this calculation does not need to be corrected. The vehicle idling time is presented in seconds and the idling rate from EMFAC is in grams per hour. Therefore, the first conversion is to identify the grams per hour a given truck would emit during idle events. This is achieved by first converting the idling time from seconds to hours. In this case, for mitigated emissions, 180 seconds is divided by 3,600 seconds (60 minutes per hour x 60 seconds per minute). The next step is to multiply the resulting value by the EMFAC grams per hour rate, which provides an emission factor in grams per hour for a given truck per day. In order to input this value into the model as a unitized rate, this value is then converted from grams per hour for a given truck per day to grams per second for a given truck per day. This is achieved by taking the grams per hour rate and dividing by 3,600 seconds per hour, which yields the resulting 6.459E-06 grams per second rate that is modeled. Please refer also the DEIR Appendix C, Project HRA, Attachment A-ISCST3 Summary Output, Attachment B-Emissions Rate and Risk Calculations. The EIR conclusions and results are not affected.

MV00102552

Response AQMD-4

AQMD offers alternative trip generation rates for use in the Draft EIR. AQMD cites its own research and conclusions.

Notwithstanding AQMD suggested trip generation rates, trip generation rates and vehicle mix employed in the Draft EIR are supported by definitive studies of high-cube warehouse trip generation characteristics (*City of Fontana Truck Trip Generation Study*, and *San Bernardino/Riverside County Warehouse/Distribution Center Vehicle Trip Generation Study).* Both of these studies are available through Lead Agency (a copy of each is available at the Planning Department). The trip generation rates and ranges from these studies were used to define the trip rate employed in the DEIR. This same rate is employed in analyses for similar projects in the City, and is considered by the Lead Agency to be appropriate and accurate. Relevant discussion from the Draft EIR is excerpted below:

> Trip generation characteristics of the Project were derived from studies which reflect the trip generation rates of warehouse facilities storing and transporting international goods imported into the country from the Ports of Los Angeles and Long Beach. These include the *City of Fontana Truck Trip Generation Study* commissioned in 2003 (Fontana Study), and the updated 2007 *National Association of Industrial and Office Properties (NAIOP) Trip Generation Study*. The NAIOP Study included data collected from 13locations within Riverside County, and provides trip generation rates that are use-specific to warehouse distribution projects such as that proposed by the Project. The recent date and geographic orientation of the Study contribute further to its utility and applicability in estimating the likely trip generation characteristics of the Westridge Commerce Center Project. Using data from the NAIOP Study, the City's Transportation Department approved the use of "hybrid" trip generation rates for the Project's trip generation forecast . . . (Draft EIR Page 4.2-17).

MV00102553

The trip generation rates provided by AQMD are noted; however, no revisions to the trip generation rates employed in the Draft EIR are proposed, nor are any required.

Response AQMD-5

AQMD states, "given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM_{10} and $PM_{2.5}$ emissions the AQMD staff strongly recommends adding the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible . . ."

Each of the measures suggested by AQMD are addressed in the following table, and have either been incorporated, or determined infeasible, not applicable, and/or replicate existing requirements, as indicated in the remarks below. The State Legislature has defined "feasible," for purposes of CEQA review, as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." [Public Resources Code Division 13, Chapter 2.5. Definitions, Subd. 21061.1.] In those instances where additional mitigation has been incorporated or mitigation has been revised, incremental reduction in impacts may be realized. However, results and conclusions of the EIR are not affected. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

MV00102554

AQMD-Suggested Measures	Remarks
Operational-source Emissions	
Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks (AQMD offers citation of an example clean truck program at [the following website]: http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf. If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded.	**Incorporated.** Mitigation Measure 4.3.13 has been revised to incorporate the following requirement (please refer to Final EIR Section 4.0). • *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to use of fleet vehicles conforming to 2010 air quality standards or better.* • *If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, tenants of the project shall apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB, and shall use those funds if awarded.*
Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/ distribution center.	**Infeasible.** Development of the Project is consistent with City General Plan Land Use designations, and the General Plan currently includes residential land uses within 1,000 feet (0.19 miles) of the Project site. Moreover, as supported by the EIR analysis, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. The measure suggested by AQMD is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors.	**Not Required.** There are no significant and/or unmitigable operational air pollutant emissions impacts related to or resulting from the site plan configuration. As noted above, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. It is further noted that the access concept proposed by the Project has been reviewed and preliminarily approved by the Lead Agency. The measure suggested by AQMD is not necessary.

MV00102555

AQMD-Suggested Measures	Remarks
Develop, adopt and enforce truck routes both in an*[d]* out of city and in and out of facilities.	**Replicates existing requirements.** Designated truck routes exist within the City. As noted in the City's General Plan, "Chapter 12.36 of the City Municipal Code regulates the travel and access of trucks on the City road system, and designates official truck routes. Designated truck routes change over time as new arterials are built, and commercial and industrial projects are completed." [City of Moreno Valley General Plan Circulation Element, Page 5-4.] The Applicant will comply with all designated truck route regulations and ordinances, both in and out of the City. Compliance with existing regulations and ordinances does not constitute mitigation.
Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,	**Replicates existing requirements.** Truck routes are marked by the City consistent with City sign regulations. The Applicant will comply with all City sign regulations and ordinances. Compliance with existing regulations and ordinances does not constitute mitigation.
Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride.	**Replicates existing Project design.** Adequate, secure parking areas are provided onsite for the use of Project-related trucks. No off-site parking is required or proposed.
Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes.	**Infeasible.** Current location of the Project adjacent to the SR-60 minimizes non-freeway truck travel, and minimizes travel along residential streets. Addition of direct SR-60 off-ramps for trucks access the Project site is contrary to reasoned freeway design which by its nature limits freeway access and exit points. Within the State, Caltrans ultimately determines freeway access and exit locations and related ramp designs. The proposed measure would result in potentially significant and increased jurisdictional, traffic/circulation, and land use impacts when compared to the Project. Further, the suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors, and is therefore infeasible. The Applicant will comply with designated truck routes reducing truck traffic along sensitive routes.
Require or provide incentives for particulate traps that meet CARB certified level 3 requirements.	**Replicates existing requirements.** As a matter of California law, all on-road vehicles, whether or not they are used for the Project, are required to meet California Air Resources Board (CARB) emissions standards. Moreover, future tenancy of the Project is not yet known, and that trucks using the facility may include independent truckers. There is no feasible enforcement mechanism by which the operator of the facility could meaningfully enforce pollution control equipment requirements above and beyond state law requirements.

MV00102556

AQMD-Suggested Measures	Remarks
Electrify all service equipment at the facility.	**Incorporated.** Mitigation Measure 4.3.8 has been revised to incorporate the following requirement: • *All service equipment used during construction and in subsequent operation of the Project shall be electric or natural gas powered.* Similar to use of electrical equipment, use of natural gas equipment alternatively allowed under this mitigation measure acts to generally reduce localized criteria pollutant emissions. Natural gas equipment may in some cases be the only available alternative to diesel/gasoline powered equipment. Further, Mitigation Measure 4.3.13 has been revised to incorporate the following requirements (please refer to Final EIR Section 4.0). *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:* • *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; and* • *Use of electric (instead of diesel or gasoline-powered) yard trucks.*
Improve traffic flow by signal synchronization.	**Replicates existing requirements.** Signal synchronization is currently administered by the City. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.
Construction-source Emissions	
Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. "It is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours" (Draft EIR Page 4.2-85).

MV00102557

AQMD-Suggested Measures	Remarks
Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM_{10} generation.	**Incorporated.** The following new mitigation measure has been created, and will be included in the Mitigation Monitoring Plan (please refer to Final EIR Section 4.0). *4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.*
Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine if and where dedicated turn lanes for construction equipment and trucks are required. Please refer to the preceding construction traffic management remarks.
Reroute construction trucks away from congested streets or sensitive receptor areas.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine appropriate construction truck routes. Please refer to the preceding construction traffic management remarks.
Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).	**Otherwise Addressed.** Contractors will employ available equipment to include any 2010 and newer vehicles. Restricting the pool of suitable diesel haul trucks solely to model years 2010 or newer unreasonably limits the pool of available contractors and equipment. Moreover, there is no demonstrated nexus between construction model-year requirements and potential reductions in air quality impacts. Arguably, meaningful reductions in air pollutant emissions are achieved as much or more through efficient and appropriate operation of equipment as required herein (see for example Mitigation Measure*4.3.2: The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).* Further, all equipment (regardless of model-year) is required to comply with applicable CARB emissions standards, the appropriate gauge for emissions levels.

MV00102558

AQMD-Suggested Measures	Remarks
All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards.	**Incorporated.** Electric construction equipment is not commonly or widely available or used in Southern California. Requiring sole use of electric construction equipment would effectively preclude participation by most, if not all, locally-based construction contractors. This would act to unnecessarily exclude otherwise qualified contractors, restrict the pool of available construction resources, increase costs through diminished competition. Mitigation Measure 4.3.8 has been revised to incorporate the following requirement(please refer to Final EIR Section 4.0): • *Use electric construction equipment where feasible.*

Response AQMD-6

AQMD suggests that the Lead Agency consider encouraging construction contractors to apply for SCAQMD Surplus Off-Road Opt-In for NOx (SOON) program funds.

- The following notation (incorporated at Mitigation Measure 4.3.9), shall appear on all construction document and plans:

> *Contractors are encouraged to apply for funding/assistance under the AQMD SOON program.*
> *See also www.aqmd.gov/tao/Implementation/SOONProgram.htm*

AQMD contact information is noted.

MV00102559

From: Tom Hyatt [cdftom@aol.com]
Sent: Friday, December 10, 2010 9:18 PM
To: Jeffrey Bradshaw
Cc: Deanna Reeder
Subject: Warehouse

My neighbors and I oppose this project. After having the Mega Sketchers warehouse shoved down our throats by a corrupt developer and a city council that will flip their skirt up for him without question, we are vehemently against more unchecked commercial development. The City Council went to the trouble to re-name this end of the city "Rancho Belago", claiming it would be the upscale end of town yet they approve these ugly polluting warehouses when the zoning should be for 1/2 to 1 acre lots and upscale retail etc... How about a nice softball and swimming sports complex??? Why don't you go lease/ purchase some of the vacant warehouse space that can't even be filled in the south end of town?? How many diesel truck trips will this project generate on top of the Super Walmart and Sketchers projects already do??? Can't wait to see the cumulative air pollution totals! TH-1

Signed,

Tom H.
Moreno Valley Citizen

TOM HYATT

Email Dated December 10, 2010

Response TH-1

The commentor states his opposition to the Project, presents his opinion regarding recent unrelated project approvals in the area, and suggests a "nice softball and swimming sports complex" be developed on-site. These opinions are acknowledged.

The basis for the commentor's statement that "the zoning should be for ½ to 1 acre lots and upscale retail, etc." is unclear. The existing zoning for the site is Business Park, which allows the types of uses proposed by the Project; however, would not allow for buildings of the size proposed by the Project. For this reason, the Project has requested a change of zone to Light Industrial. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23). Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.

MV00102561

The commentor suggests locating the Project in another area of the City. Several alternatives were analyzed as part of the Draft EIR, including, beginning on Draft EIR Page 5-37, alternative sites. As stated in Guidelines Section 15126.6,subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

MV00102562

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is served adequately by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million s.f. warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

MV00102563

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor expresses concern regarding the cumulative traffic and air quality impacts of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Super Walmart and Sketchers*[sic]*").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region.

The commentor is referred to Table 4.2-6 of the Draft EIR for the specific trip generation of the Project. Additionally, Draft EIR Section 5.0 presents a detailed discussion of the cumulative impacts of the Project. Specifically, cumulative impacts related to traffic and circulation are discussed at Draft EIR Pages 5-7 through 5-12. Cumulative impacts related to air quality are discussed on Draft EIR Pages 5-12 through 5-14. Results and conclusions of the Draft EIR are not affected.

MV00102564

CITY OF MORENO VALLEY
Community & Economic Development Department
Planning Division

MEMORANDUM

To: Vice Chair Baker and Members of the Planning Commission

From: Mark Gross, AICP, Senior Planner

Date: May 12, 2011

Subject: Denial Resolution for PA10-0022 (Proposed Dark Sky Ordinance)

On April 14, 2011, the Planning Commission conducted a public hearing on PA10-0022, a proposed dark sky lighting ordinance modifying various sections of the Municipal Code. By a vote of 7/0, the Commission recommended denial of a proposed dark sky lighting ordinance to the City Council.

Attached, is a resolution of denial reflecting the Planning Commissions decision on April 14th.

Approved by: John Terell, AICP, Planning Official

MG

Attachment

PLANNING COMMISSION RESOLUTION NO. 2011-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY, CALIFORNIA RECOMMENDING DENIAL OF PA10-0022 TO THE CITY COUNCIL, WHICH POPOSES TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI APPLICATIONS FOR LIGHTING AND SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH THE EMPHASIS OF DARK SKY STANDARDS CITYWIDE

WHEREAS, the City of Moreno Valley has filed an application for the approval of PA10-0022 citywide, as described in the title of this Resolution.

WHEREAS, on April 14, 2011, the Planning Commission of the City of Moreno Valley held a public hearing to consider the application. At said meeting, the Planning Commission by a vote of 7/0 did not recommend or recommended denial of the proposed dark sky ordinance to the City Council.

WHEREAS, on May 12, 2011, a resolution recommending denial of the dark sky ordinance to City Council was brought back to the Planning Commission for approval and signature.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

ATTACHMENT 1

MV00102566

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on April 14, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies** – The proposed modifications to the Municipal Code may not be consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The citywide project consists of proposed modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code have attempted to modify lighting for general site, athletic field and street lighting to provide further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use. The proposed clarifications and modifications included within the Municipal Code amendment may not be consistent with, and in some instances may be in conflict with various goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.8 of the General Plan indicating that on-site lighting should improve the visual identification of structures and Objective 6.9.2 where well-lighted entrances, walkways, and parking lots, street lighting in commercial/industrial areas and multiple-family residential areas are required to facilitate nighttime surveillance and discourage crime could have the potential to conflict with language included in the proposed dark sky lighting ordinance provisions.

2. **Conformance with Zoning Regulations** – The proposed modifications to the Municipal Code may not comply with all applicable zoning and other regulations.

   FACT: The primary purpose of current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, and security. The amendments to include a dark sky ordinance to the Municipal Code are not consistent with applicable zoning standards and all other regulations within the Code for densely populated areas of the City. The potential exists where modified standards within the proposed dark sky ordinance and revisions to existing Municipal Code lighting standards would be intrusive to individual new residential and commercial/industrial projects and would have the potential to create reduced lighting conditions after a 10:00 p.m. curfew and within peripheries in parking lots which may lead to additional crime potential. The newly established language within the proposed Municipal Code amendment may not be compatible with the purpose and intent of Title 9, such as reducing and limiting lighting wattage in residential

MV00102567

areas and commercial/industrial parking lot peripheries and having the potential to reduce lighting and safety in non-residential areas past a 10:00 p.m. curfew established for new development.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code may be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: Although the modification and enhancement of existing Municipal Code general and design standards for on-site, recreation area and street lighting with an emphasis on maintaining dark night skies would have the potential to provide a positive environment for Moreno Valley's future and allow for the preservation of night skies with the reduction of glare, light and overall energy consumption, it may also have the potential to cause unsafe areas, lower light levels in more highly populated areas with the implementation of a lighting curfew for non-residential uses after 10:00 p.m., and reduced lighting levels on the peripheries of public parking lots. In addition, some provisions of the dark sky amendment such as the night lighting curfew and light wattage requirements in residential areas may be difficult to enforce.

BE IT FURTHER RESOLVED that the Planning Commission **APPROVES** Resolution No. 2011-10, recognizing that any proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines and **RECOMMENDS** to City Council the **DENIAL** of proposed Municipal Code amendments to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general, athletic field/park and street lighting citywide.

APPROVED this 12th day of May, 2011.

_____
Ray Baker
Vice-Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT 1

MV00102568

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

May 10, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
May 10, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of the 2011 William H. Batey II Annual Reading Contest Winners

2. Recognition of Riverside Transit Agency (RTA) and Moreno Valley/Perris Transportation NOW Air Aware Contest Winners

3."Spotlight on Moreno Valley Business"

MV00104748

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MAY 10, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00104749

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.5 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 20 - May 3, 2011.

A.6 PA07-0021 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: WESTERN STATES CONSTRUCTION, INC., ANAHEIM, CA 92807 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-37 authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into

the City's maintained street system; and

Resolution No. 2011-37

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA07-0021, and Accepting the Portion of Sunnymead Boulevard Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF SUNNYMEAD BOULEVARD BEAUTIFICATION AND ENHANCEMENT FROM FREDERICK STREET TO PERRIS BOULEVARD PROJECT - PROJECT NO. 04-89280221-2 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor; and

4. Accept the improvements into the City's maintained system.

A.8 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND RAMP PROJECT NO. 08-12566627 (Report of: Public Works Department)

Recommendation:

1. Grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid;

2. Award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder;

3. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.;

4. Authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties; and

5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney.

A.9 PA09-0043 (PM 36262) – COMMERCIAL – ACCEPT FINAL MAP, AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF ALESSANDRO BOULEVARD AND MORENO BEACH DRIVE; DEVELOPER: FRANK POZGAJ & MARIA POZGAJ FAMILY TRUST, RANCHO MIRAGE, CA AND MORENO BEACH STATION, LLC, MORENO VALLEY, CA. (Report of: Public Works Department)

Recommendation:

1. Approve PA09-0043, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;

2. Accept the Agreement and Bonds for Public Improvements;

3. Authorize the Mayor to execute the Agreement;

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.10 PERSONNEL RULES AND REGULATIONS REVISION (Report of: Human Resources Department)

Recommendation:

Approve the Personnel Rules and Regulations.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:

MV00104753

Approve as submitted.

C.5 REVISIONS TO THE RDA HOMEBUYER ASSISTANCE PROGRAM (Report of: Community & Economic Development Department)

Recommendation:
Approve amendments to the Homebuyer's Assistance Program (HAP) to allow the loan term to be reduced to 20 years and allow the loan to be forgiven upon the expiration of the loan term.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D.3 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2011/12 (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to provide the public with an opportunity to comment on the proposed 2011/12 Annual Action Plan; and

2. Approve the proposed 2011/12 Annual Action Plan.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC) (Continued from April 26, 2011)

G.2 RESOLUTION REGARDING THE LIBERTY QUARRY (Continued from April 12, 2011) (Report of: City Manager's Office)

Recommendation: That the City Council:
Discuss and consider adopting Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

G.3 APPROVAL OF ERP SYSTEM REPLACEMENT PROJECT BUDGET AND FUNDING PLAN; AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT WITH NEW WORLD SYSTEMS (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Approve the ERP System Replacement Project Budget and Funding Plan in the amount of $1,999,060; and

2. Authorize the City Manager to execute a contract and purchase order with New World Systems (NWS) for a one-time project cost not-to-exceed $1,322,490 and annual maintenance according to the not-to-exceed schedule below:

Year 1 maintenance	No Charge
Year 2 maintenance	$164,640
Year 3 maintenance	$174,930
Year 4 maintenance	$185,220
Year 5 maintenance	$195,510
Year 6 maintenance	$205,800

G.4 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 AND 11.80.060

OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT (Report of: City Attorney)

Recommendation: That the City Council:

1. Consider the following alternatives:

   Adopt the proposed changes to Moreno Valley Municipal Code Sections 1.10.080 and 11.80.060; and introduce Ordinance No. 824; or

   Ordinance No. 824

   An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sections 1.10.080 and 11.80.060 of the City of Moreno Valley Municipal Code, Relating to Civil Citations and Noise Enforcement

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance; or

3. Take no action. The existing Ordinances will remain in effect.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

AGENDA
May 10, 2011

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) Property: SR-60/Moreno Beach Dr. Interchange Project
City Negotiator: Chris A. Vogt
Under Negotiation: Price and terms of payment

APN/Caltrans Parcel No.	Owner	Site Address	Site Location
21463	Moreno H & S	12611 Moreno Beach Dr.	Southwest corner of Moreno and Eucalyptus Ave.
21884	Robert Getz, Anita May Rosenstein, Gloria May	None	South side of SR-60, east of Moreno Beach Dr. between

	Offerman – Trustees of the David May II – Dorothy Duffy May Trust, David May II, Trustee of the David May II Revocable Trust, et al.		Eucalyptus Ave. and SR-60 (between Auto Mall and SR-60)
21460	Prologis	None	Northern top portion of parcel, east of Fire Station 58 and south of SR-60.

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 26, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Public Works Week

2. Proclamation Recognizing Mental Health Month

3. Presentation of Boy Scouts of America District Award of Merit to Council Member Robin N. Hastings

4. Proclamation Recognizing Child Abuse Prevention Month

5. Letter of Commendation Recognizing Sarah King

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
April 26, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:35 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member (left 8:58 p.m.)
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

MV00104761

AGENDA ORDER

REPORTS

G.2 ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Review and provide direction on an Economic Development Action Plan; and

2. Consider the sequencing and funding of Capital Improvement Program projects.

Mayor Stewart opened the agenda item for public comments, which were received from Glenn Moss, Radene Ramos Hiers, Chris Carlson, Christopher Baca, Doug Whitney, Deanna Reeder, Victoria Baca, Jim Jernigan, Kenny Bell, Oscar Valdepena, Steven Figueroa, Librada Murillo, Pete Bleckert, Alicia Espinoza, Raul Wilson, Louise Palomarez, Mark Knorringa, Anthony Fabelo, Marcia Amino, Frank Wright, Tom Jerele Sr, Joe Zmudosky, Ray Baker, and Adolf Kruger.

Motion to Approve Economic Development Action Plan and resequence the funding of Capital Improvement Program projects by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co Approved by a vote of 5-0.

Recess;
Reconvened

AGENDA ORDER

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

Tom Jerele, Sr.
1. Public debate - healthy democratic process
2. Skechers project

Chris Baca
1. Nason Street overpass

Courtney Davis (representing Moreno Valley College)
1. Hands Across Moreno Valley College - advocating for education and asking the City to contribute to scholarship fund

MV00104762

Marcia Amino
1. Deficit reduction plan
2. Car allowances
3. Planning Commission stipends

Cesar Torres
1. Hands Across California - Raising funds for college scholarship

Kenny Bell
1. Wider broadcast of council meetings

Deanna Reeder
1. Budget; deficit reduction plan

Radene Hiers
1. Developers need to pay their share of cost
2. Contamination with chemicals/clean up; concerned about safety of residents

Louise Palomarez
1. Red light cameras on Day Street

AGENDA ORDER

G.3 REGIONAL ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM (RICK BISHOP, WRCOG EXECUTIVE DIRECTOR AND BARBARA SPOONHOUR, PROGRAM MANAGER) (PowerPoint Presentation - (Informational Oral Presentation - not for Council action)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 ENTER INTO A CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE PROPOSITION 49 ASES GRANT AFTER SCHOOL PROGRAM (Report of Parks and Community Services Department)

Recommendation: That the CSD:
Authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Proposition 49 state-funded ASES after school grant program, as outlined within the document.

MV00104763

Mayor Stewart opened the agenda item for public comments, which were received from Shannon Morehouse, and Courtney Davis.

Motion to authorize the City Manager acting in his capacity as the executive director of the CSD to enter into a contract by m/Vice President Jesse L. Molina, s/Board Member Robin N. Hastings
Approved by a vote of 3-1-1, Board Member William H. Batey II opposed, Board Member Marcelo Co absent.

G.5 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2010 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:
Receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2010.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to receive and file by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

AGENDA ORDER

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (Item A2: deficit reduction plan) and Stephen Rogers (representing Anti-Corruption Team; Item A7).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 6-19, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-34, approving the Check Register for the month of February, 2011 in the amount of $10,858,661.77.

Resolution No. 2011-34

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of February, 2011

A.5 APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN LINES H, H-1A, AND H-5 IN CONNECTION WITH THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS - PROJECT NO 09-89791726 (Report of: Public Works Department)

Recommendation:

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements;

2. Authorize the City Manager to execute the "Cooperative Agreement" upon concurrence by the District;

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney; and

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

A.6 ART LOAN POLICY (Report of: City Manager's Office)

MV00104765

Recommendation:
Adopt the Art Loan Policy.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard;

2. Authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements;

3. Approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements;

4. Authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group; and

5. Authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties.

A.8 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2012-2016 (Report of: Public Works Department)

Recommendation:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016;

2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016; and

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process.

A.9 RESOLUTION NO. 2011-35 A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AND THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA REGARDING THE REDISTRICTING OF THE RIVERSIDE COUNTY SUPERVISORIAL DISTRICTS (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2011-35, a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts.

Resolution No. 2011-35

A Joint Resolution of the City Council of the City of Moreno Valley, California, and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-06 to amend General

Management Policy #2.30, Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-06

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

B.4 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-07 to amend General Management Policy #2.41, Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-07

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

MV00104768

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Continue Items A2, B2, C2 and D2 to the next Council meeting by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

Motion to Approve Joint Consent Calendar Items A1 through D2, as amended (Item A7 - the correct number on the agreement is $172,016, which is consistent with the staff report) by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2011-12; and

2. Adopt Resolution No. 2011-36, approving the Fee Schedule for FY 2011-12.

Resolution No. 2011-36

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2011-12 and Repealing Prior Resolutions that may be in Conflict

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve as amended to include dog license fees by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

MV00104769

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. After conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066;

   Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
   Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

   The City Clerk announced the results:

   APN 486-240-009, NPDES - "Yes" ;passes
   APN 297-170-005, NPDES - "Yes"; passes
   APN 297-170-066, NPDES - "Yes"; passes

   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 486-240-009, 297-170-005, and 297-170-066.

   Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
   Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

2. Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

MV00104770

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Pozgaj Frank & Maria Family Trust—APN 486-240-009;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Marcelo Co absent.

The City Clerk announced the results:

APN 486-240-009, Zone M - "Yes"; passes

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 486-240-009.

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Marcelo Co absent.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

AGENDA ORDER

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Continued

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

MV00104771

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Council and staff have to make some tough budget decisions. Instead of criticizing the council for the decisions, speakers should talk to the Council and offer suggestions to solve deficit problem
2. Reading Contest is completed - Five classes were taken to Harkins Theatre to see movie "Rios"; thanked Harkins for their hospitality; The top twenty readers, top two readers and persons helping with the program will be honored on May 10; congratulated all the kids who participated for the great job

Mayor Pro Tem Molina
1. Last Saturday participated in Relay for Life with Chief; encouraged everybody to participate; this kind of event brings the community together

Council Member Hastings
1. Thanked Chief Whittemore, von Lucas and Dean Palmer for the award presented on behalf of the Boy Scouts; it is an honor to be associated with such an organization as Boy Scouts of America; they are a fine group of people who donate a lot of time, energy and commitment to further this program
2. Congratulated Mark Sambito who was honored as the Reserve Deputy of the Year by the Riverside County Sheriff's Department; Moreno Valley police officers have been recognized very frequently, and this is reflected in the lowest crime statistics we have ever had in the City; the Council did an outstanding job to reduce crime; thanked the Police Department on behalf of Moreno Valley residents

Mayor Stewart
1. Responded to speaker's comments - clarified that the fire engine didn't belong to him, and he paid money to run the fire engine in the parades and events; eventually he bought it and donated it to the Fire Museum
2. Everyone has right to criticize and disagree with others, but need to show respect and civility; use of bad language will not be tolerated
3. Last week, was in Michigan to attend his mother-in-law's funeral; it was very stressful

MV00104772

Motion to continue the meeting past 11:00 p.m. by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

There being no further business to conduct, the meeting was adjourned at 10:59 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

The City Attorney announced that the City was served on April 26, 2011 with the lawsuit – A&J Organic, Inc, the California Corporation dba Green Cross Care Group vs. City of Moreno Valley, Riverside Superior Court, Case # RRC1105634. Because this is a civil complaint, directions from the City Council regarding the cross-complaint are needed.

The Closed Session was held in the City Manager's Conference Room pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11:05 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MINUTES

JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

SPECIAL MEETING – 6:00 PM
April 19, 2011

CALL TO ORDER

Special Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley was called to order at 6:16 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Co

INVOCATION – Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to the Mayor/City Council
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

G. REPORTS

G.1 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCAL YEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Continued from April 12, 2011) (Report of: City Manager's Office)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder, Pete Bleckert, and Daryl Terrell.

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

Motion to Approve by m/Council Member Batey, s/Council Member Hastings the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14 as adjusted to include Group A; and directed staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.
Approved by a 3-0-2 vote, Council Member Co and Mayor Pro Tem Molina abstained.

There being no further business to conduct, the meeting was adjourned to the Regular Study Session at 8:40 p.m., by unanimous informal consent.

Submitted by:

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley

Approved by:

Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley

MV00104776

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

2. Proclamation Recognizing National Library Week

3. Proclamation Recognizing Sexual Assault Awareness Month

4. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
April 12, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:33 p.m. by Mayor Pro Tem Molina in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION – Council Member Co

Council:

Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member

Absent:

Richard A. Stewart	Mayor
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

MV00104778

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Pro Tem Molina opened the agenda items for the Consent Calendars for public comments, which were received from Hossein Tajiki (Item A6), Doug Whitney (Item A6), Larry Lange (Item A6) and Tilak Chopra (Item A6).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

A.4 APPROVAL OF THE 2011/2012 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works Department)

Recommendation:
1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

A.5 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services)

Recommendation:
1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play

structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

A.6 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in the staff report for the abatement of nuisances.

Resolution No. 2011-30

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien upon said Properties

A.7 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011 (Report of: Public Works Department)

Recommendation:
No action required.

A.8 PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET: DEVELOPER – HF LOGISTICS – SKX T1, LLC,MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility

Electrical Infrastructure into the City's maintained system; and

Resolution No. 2011-33

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Redlands Electrical Improvements as Complete within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.9 APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report of: Financial & Administrative Services Department)

Recommendation:
Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

A.10 RESOLUTION REGARDING THE LIBERTY QUARRY (Report of: City Manager's Office)

Recommendation:
Discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

Motion to continue Item A10 to May 10, 2011 by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

A.12 TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS - DEVELOPER:

MV00104781

WESTERN PACIFIC HOUSING - CORONA, CA 92880 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760;

2. Authorize the Mayor to execute the agreement;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

MV00104782

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR – BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2, except Items A10, which was continued to May 10, 2011 and Item A11, which was pulled for separate discussion/action. Motion by m/Council Member William H.Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E. PUBLIC HEARINGS

AGENDA ORDER

E.2 PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS (Report of: Community & Economic Development Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of

MV00104783

multifamily housing revenue bonds to finance the acquisition, construction and development of a 77-unit multifamily rental housing project known as Hemlock Family Apartments; and

2. Adopt Resolution No. 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments.

Resolution No. 2011-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments

Motion to Approve by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:
After conducting the Public Hearing and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeaster Calif Conf Sev Day Adventist–Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to continue APN 488-210-014 to May 26, 2011 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Motion to direct the City Clerk to tabulate ballots for APN 484-030-015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II

Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The City Clerk announced the results as follows:

APN 484-030-015 (NPDES) – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing.

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum connercial/industrial regulatory rate to APN–030–015.

Motion to approve by m/Council Member William H. Batey II and s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The above motion was to accept results and impose the CSD charges.

Motion to rescind previous motion by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings, absent.

Motion to approve by m/Council Member William. H. Batey, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony.

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist–APN 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to direct the Secretary to tabulate the CSD Zone M ballot for APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board

Member Robin N. Hastings absent.

The City Clerk announced the results as follows:
APN 484-030-015, CSD Zone M – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015.

Motion to approve APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board Member Robin N. Hastings absent.

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

Mayor Pro Tem Molina opened the agenda item for public comments, which were received from Erica Hopkins, Kama Burton and Dr. Charles Gibson (Breakthrough CDC).

A.11 CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY DEVELOPMENT CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN (Report of: City Clerk's Department)

Recommendation:
That the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVIITES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

None

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

No action required.

G.3 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCALYEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: City Manager's Office)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

Motion to continue Item G3 to a Special Meeting on April 19, 2011, approved by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

No reports.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS – NONE

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

Deanna Reader
1. Budget

Ronald Marks
1. Council comments from a previous meeting
2. Fire Flow

Pete Bleckert
1. Agenda packet

Louise Palomar
1. Skechers project

Daryl Terrell
1. Competing on the world stage

Tom Jerele, Sr.
1. Toured Administrative Center of Eastern Municipal Water District
2. Toured Skechers facility

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,

MV00104788

COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member William H. Batey II

1. Next week the top reading classes will get to see the movie Rio. The top 20 readers will be recognized in May.
2. Made a motion to close tonight's meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, and condolences to the family.

Council Member Marcelo Co

1. Citizens need to come to the City Council meetings. City leaders must be made aware of what is happening in the city.
2. The cuts being implemented must be even handed.
3. Chief Curley will check on contractors taking pictures of weed abatement and charging the City.
4. People are coming to see the new Skechers building.
5. Progress and jobs are needed. There will be change, and jobs will come to the city.
6. Please support the businesses in Moreno Valley.

Mayor Pro Tem Jesse L. Molina

1. The City needs to come together.
2. The public needs to come to the City Council meetings and make their voices heard.
3. Constituents that call receive attention.
4. Adjourned the meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer.

CLOSED SESSION - Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:56 p.m. in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District

Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Jesse L. Molina, Mayor Pro Tem
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

MV00104790

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: May 10, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of April 20 – May 3, 2011.

Reports on Reimbursable Activities April 20 – May 3, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	4/27/11	Moreno Valley Chamber of Commerce Wake-Up
Jesse L. Molina		None
Richard A. Stewart	5/3/11	Moreno Valley Hispanic Chamber of Commerce Adelante

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: PA07-0021 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – WESTERN STATES CONSTRUCTION, INC.
4887 E. LA PALMA AVENUE, SUITE 707
ANAHEIM, CA 92807

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-37 authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

PA07-0021 is a commercial development consisting of a retail building, auto repair building, and a carwash located on the north side of Sunnymead Boulevard, east of Graham Street that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, striping, storm drain, and water facilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $97,000 issued by SureTec Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into the City's maintained

street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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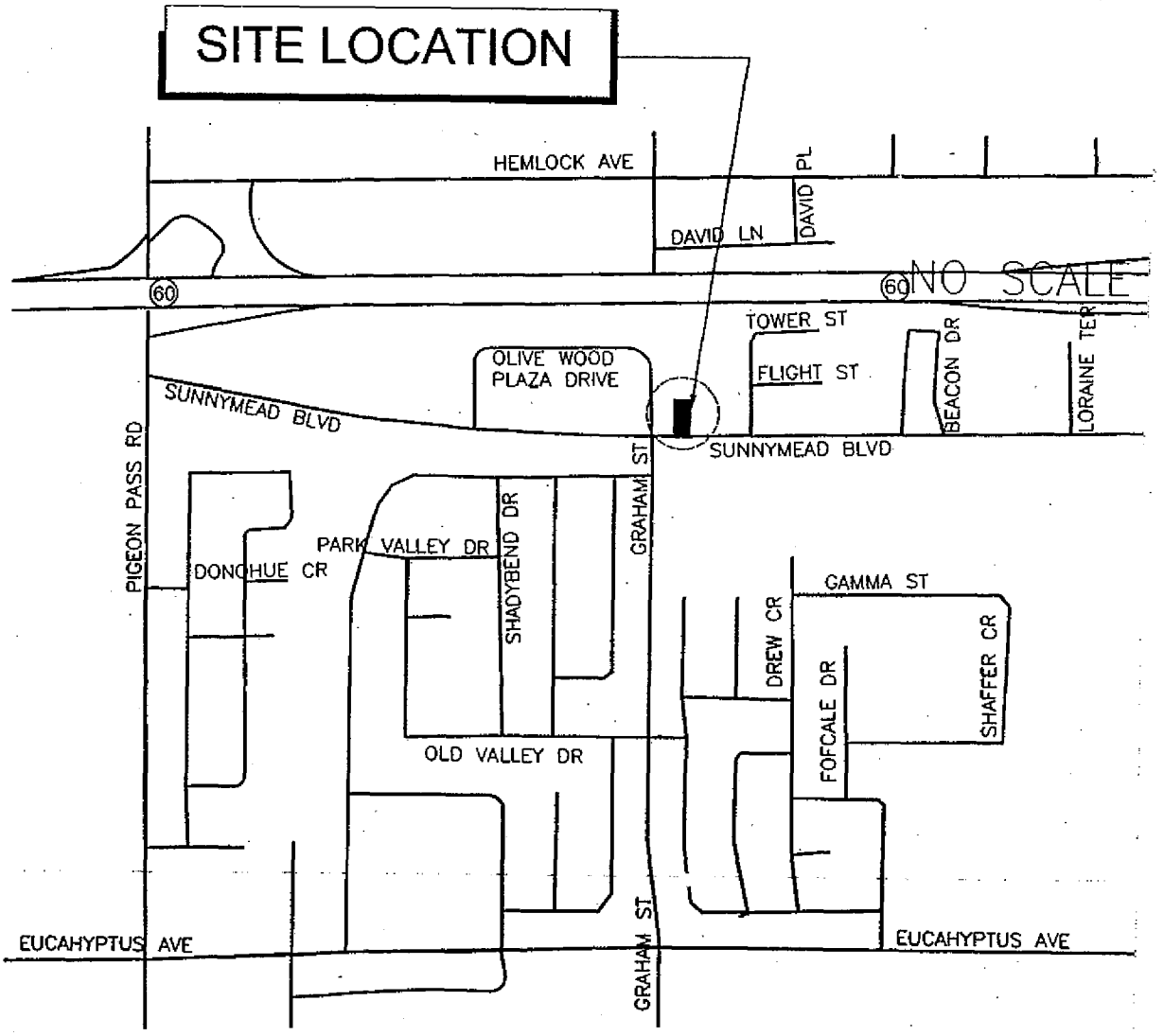

CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT
EXHIBIT "A"

PA07-0021
VICINITY MAP

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MV00104796

RESOLUTION NO. 2011-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA07-0021, AND ACCEPTING THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Western States Construction, Inc. on the portion of Sunnymead Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA07-0021, and accept the portion of Sunnymead Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN PA07-0021 ARE COMPLETE AND THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 10th day of May, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "B"

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF SUNNYMEAD BOULEVARD BEAUTIFICATION AND ENHANCEMENT FROM FREDERICK STREET TO PERRIS BOULEVARD PROJECT
PROJECT NO. 04-89280221-2

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor.

4. Accept the improvements into the City's maintained system.

BACKGROUND

On February 26, 2008, the City Council approved a construction contract with Environmental Construction, Inc., for Stage 1, of the Sunnymead Boulevard Revitalization project, which provided improvements for the infrastructure and aesthetic enhancements, which included a gateway entry arch, bus shelters, sign monuments,

parkway landscaping, curbs, gutters, and color sidewalks. Along with this construction, Eastern Municipal Water District (EMWD) installed an 18-inch pipeline from east of Frederick Street to Perris Boulevard.

On November 25, 2008, the City Council awarded the Sunnymead Boulevard Beautification and Enhancement project (Stage 2) construction contract and authorized the issuance of a Purchase Order in the amount of $2,702,636.90 (the bid amount plus 10% contingency) to PALP Inc. dba Excel Paving Company (Excel). The Excel contract included a lighted median sign near Perris Boulevard, median installation along with landscaping and color Portland Cement Concrete (PCC) center turn lanes and intersections.

On July 13, 2010, the City Council approved the Change Order to increase the Purchase Order with Excel in the amount of $50,000 as a contingency to ensure timely payment to the Contractor in accordance with the Public Contract Code in the event the claims are resolved in the Contractor's favor.

DISCUSSION

Excel completed construction of the beautification and enhancement improvements on February 14, 2011 at a total disputed construction cost of $2,670,000 inclusive of Contract Change Order Nos. 1, 2, 3, and 4 (disputed final), which is less than the Purchase Order amount of $2,752,636.90. The original contract completion date was set for August 2, 2010. The Contractor was issued a time extension of 14 rain/weather work days which sets the revised completion date at August 20, 2010. The Contractor's liquidated damages are assessed for a total of 178 calendar days between August 20, 2010 and February 14, 2011 at $2,500 per day for a total of $445,000.

The Contractor did not sign draft Contract Change CCO No. 4 (disputed final) because the Contractor disputes the total compensation amount, due to unresolved claims. Since all the work has now been completed, the City Attorney has recommended to proceed with accepting the project as complete and filing the Notice of Completion with the County. The Contractor filed a claim with the City Clerk's Office on March 4, 2011. The Contractor is claiming additional compensation for construction related work due to costs and expenses incurred on the job that cannot be verified or justified by the City at this time. The Risk Management Division has denied the claim and staff is currently working with the City Attorney's office to mediate a settlement with the Contractor.

The Contractor is claiming $302,912 for disputed extra work, $353,893 for disputed contract balance and unspecified sums for subcontractor claims, delay costs, overhead, interest, and attorneys' fees. The Contractor is disputing the applicability of the contractually specified minimum coefficient of friction for the surface of the concrete pavement at four intersections. The concrete installed by the Contractor did not comply with the specifications. The Contractor is seeking additional compensation associated with remediating the non-conforming surface finish, traffic control activities during construction, and additional landscaping. The City considers all of this disputed work to

be the Contractor's responsibility pursuant to the Contract. Because of the assessment of liquidated damages, there are no undisputed funds due to the Contractor.

ALTERNATIVES

1. Accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor, and accept the improvements into the City's maintained system. *This alternative will result in acceptance of the improvements into the City's maintained system.*

2. Do not accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor, and do not accept the improvements into the City's maintained system. *This alternative will result in delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Sunnymead Boulevard Beautification and Enhancement project (Stage 2) constructed by Excel was funded with Lease Revenue Bond funds (fund 501), Transportation Enhancement (TE) Federal Grant funds through Measure A funds (fund 125), and Redevelopment Agency (RDA) funds (fund 892) as budgeted in Fiscal Year 2010/2011. There is no impact to the General Fund.

OVERALL PROJECT FINANCIAL STATUS AS OF MARCH 2011:

Total Budget Appropriation Fiscal Year 2001/2002 to
Fiscal Year 2010/2011 (Funds 892, 501, and 125)..... $12,138,000
Total Estimated Planning, Design, Right of Way, and Legal Related Costs.. ($1,735,000)
Miscellaneous Utilities, Banner Installation, Project Coordination..... ($227,000)
Total Estimated Construction Related Costs for
Sidewalk/Parkway (Stage 1) ..... ($5,990,000)
Total Estimated Construction Related Costs for
Median/Intersection (Stage 2) ..... ($3,368,000)

Breakdown of Stage 2 Construction Related Actual Expenses as of March 2011:

Disputed Construction Contract Cost	$2,670,000
Consultant Construction Management/Inspection Services	$381,000
Geotechnical Services	$29,000
Survey Services	$68,000
Project Administration & Miscellaneous Service Costs	$220,000
Total Amount for Stage 2 Construction	$3,368,000

Remaining Project Encumbrances	($718,000)
Remaining Project Balance	$100,000

ANTICIPATED PROJECT SCHEDULE:

Completion of Stage 1 Construction	June 2011
Completion of Stage 2 Construction	February 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Excel has completed the Stage 2 construction for the Sunnymead Boulevard Beautification and Enhancement project from Frederick Street to Perris Boulevard. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, assess liquidated damages against Excel and accept the improvements into the City's maintained system.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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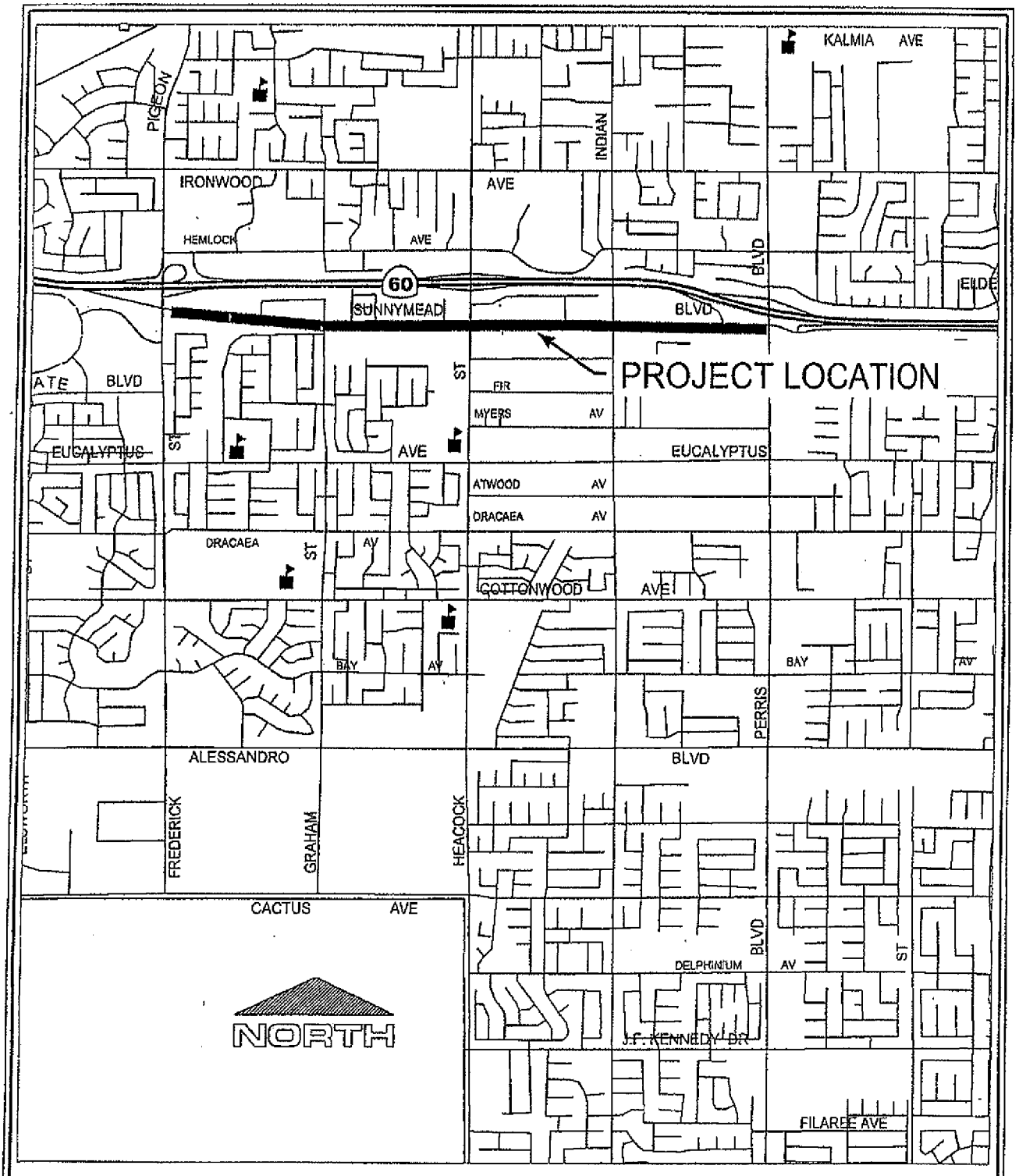

LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT "A"

SUNNYMEAD BLVD. BEAUTIFICATION AND ENHANCEMENT
PROJECT NO. 04-89280221-2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND RAMP PROJECT NO. 08-12566627

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid.

2. Award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder.

3. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto.

4. Authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties.

5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney.

BACKGROUND

An agreement with KOA Corporation was signed by the City Manager on June 5, 2008 to provide Phase I, preliminary design (35%) services for the widening of southbound Perris Boulevard at State Route 60 westbound on-ramp. On November 12, 2008, the City Council approved the First Amendment to KOA's Agreement to provide Phase II, 100% design, and Phase III, advertising, bid, and construction support services for the widening of southbound Perris Boulevard at State Route 60 westbound on-ramp.

In December 2010, the project was advertised for construction bids.

DISCUSSION

This project will result in the construction of a right-turn lane by widening southbound Perris Boulevard from Elder Avenue to the westbound on-ramp of State Route 60. The project also includes modifications to the City traffic signal at Elder Avenue and the Caltrans traffic signal at the westbound on-ramp. Project benefits include reduced congestion around the westbound on-ramp due to the southbound turn lane addition and traffic signal improvements as well as enhanced pedestrian mobility due to the reconstruction of the curb ramps.

In December 2008, the Planning Division found that the project is exempt from CEQA as it is classified as a Class 1 Categorical Exemption (under Section 15301(c)), and therefore, environmental documents are not required.

Formal Bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 2:00 p.m., March 24, 2011, for the subject project. Seven (7) bids were received as follows:

1. Hillcrest Contracting, Inc.	**$247,550.00**
2. Elite Companies US, Inc.	$249,981.00
3. Unique Performance Construction	$267,050.00
4. KORMX, Inc.	$281,650.00
5. DBX, Inc.	$303,438.00
6. All American Asphalt	$360,206.00
7. LSC Construction	Withdrawn
Engineer's Estimate	$276,550.00

Staff has reviewed the lowest bid received by Hillcrest Contracting, Inc. and finds it to be the lowest responsible bidder. Hillcrest Contracting, Inc. possesses a valid California Contractor License in good standing and has provided a bid bond as its required bid security. No outstanding problems were identified through review of the references submitted by Hillcrest Contracting, Inc.

LSC Construction submitted a letter to the City requesting withdrawal of its Bidders Proposal due to a mistake that was made in filling out the bid and not due to error in judgment in accordance with Public Contract Code sections 5101 and 5103. Upon review of the letter, staff concurs that a mistake was made and recommends that the City Council grant the request to withdraw the Bidder's Proposal of LSC Construction.

ALTERNATIVES

1. Grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid, award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder, authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney. *This alternative will allow for much needed improvements.*

2. Do not grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid, do not award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Construction phase of this project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125). There is no impact to the General Fund.

BUDGETED FUNDS:

Fiscal Year 2010/2011 Funds (Account No. 125.66627)	$482,000
Design and Administrative Costs FY10-11	($43,000)
Total Available Funds	$439,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (includes 20% contingency)	$297,000
Construction Surveying Costs	$15,000
Construction Geotechnical Costs	$15,000
Project Administration and Inspection Services*	$40,000
Total Estimated Construction Related Costs	$367,000

*City staff will provide Project Administration and Inspection Services

ANTICIPATED PROJECT SCHEDULE:

Start Construction	June 2011
Complete Construction	September 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvement are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project will result in the construction of a right-turn lane by widening southbound Perris Boulevard from Elder Avenue to the westbound on-ramp of State Route 60, which will reduce traffic congestion and enhance pedestrian mobility in that location. The City Council is requested to approve the award of the construction contract to Hillcrest Contracting, Inc.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map
Attachment "B" – Agreement with Hillcrest Contracting, Inc.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Michael 08-12566627 - Perris Blvd SB Lane to SR60 WB On Ramp\CC Reports\Notice of Award\NOA Staff Report (CC 051011).doc

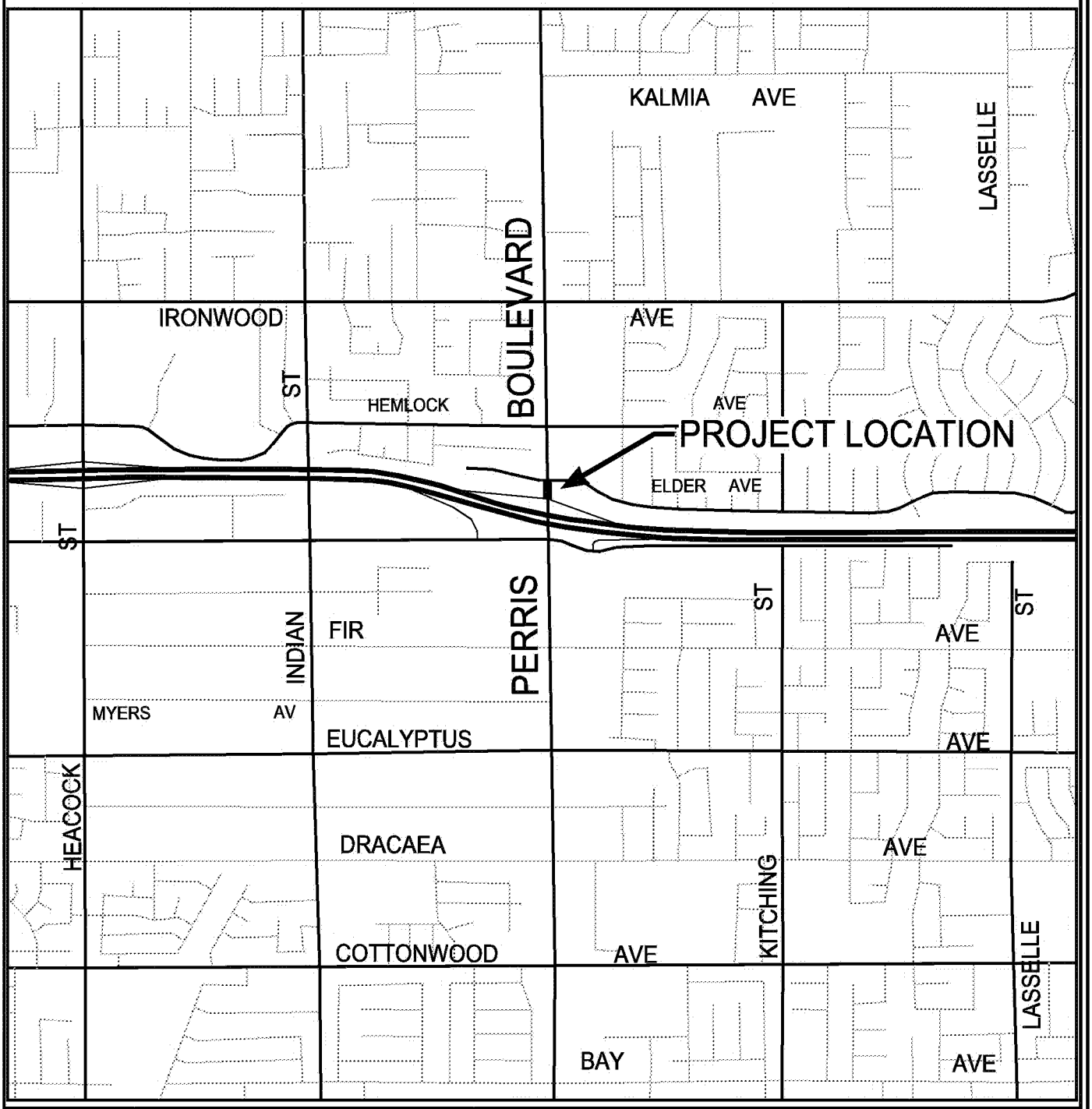

Public Works Department
Capital Projects Division

LOCATION MAP

Scale: None

Attachment "A"

PROJECT NO. 08-12566627
TRAFFIC SIGNAL IMPROVEMENTS ON PERRIS BLVD SOUTHBOUND LANE INTO RTE 60 WESTBOUND ON-RAMP

Agreement No. _____

AGREEMENT

PROJECT NO. 08-12566627

WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hillcrest Contracting, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 1 through 3, inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of **$247,550.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to order materials pursuant to this Agreement within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Agreement within 15 calendar days after the date of authorization specified in the "Notice to Proceed with Construction." The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **sixty (60) working days** working days after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

Attachment "B"

5. The City and Contractor hereby agree that in case all ordering of materials and construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $450.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District,, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

MV00104812

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 08-12566627

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

COMMUNITY REDEVELOPMENT AGENCY,
Municipal Corporation *[for RDA agreements]*

BY:_____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

Hillcrest Contracting, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public.

Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 08-12566627

WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 08-12566627, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 08-12566627

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 08-12566627

WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 08-12566627, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 08-12566627

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
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Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: PA09-0043 (PM 36262) – COMMERCIAL – ACCEPT FINAL MAP, AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS

SOUTHWEST CORNER OF ALESSANDRO BOULEVARD AND MORENO BEACH DRIVE

Developer: Frank Pozgaj & Maria Pozgaj Family Trust
10 Collegiate Circle
Rancho Mirage, CA 92270
&
Moreno Beach Station, LLC
11545 Rockspur Ct
Moreno Valley, CA 92555

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve PA09-0043, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Bonds for Public Improvements.

3. Authorize the Mayor to execute the Agreement in the form attached hereto.

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On March 11, 2011, the Planning Commission of the City of Moreno Valley approved the plot plan for PA09-0025 and Tentative Parcel Map 36262 also known as PA09-0043. The plot plan is a proposal for a fueling station and convenience store with an attached automated car wash. The parcel map was required to subdivide the land for the fueling station.

DISCUSSION

Final Map 36262 is in substantial conformance with the tentative map, and the developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements.

The developer has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The public street improvements include but are not limited to asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, sewer, and water. Accompanying the agreement are a Faithful Performance Bond in the amount of $400,000 and a Material and Labor Bond in the amount of $200,000 issued by Suretec Insurance Company.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Agreement for Public Improvements
Exhibit “C” - Faithful Performance Bond
Exhibit “D” - Material and Labor Bond

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\5-10-11 PA09-0043 (PM 36262) - Orig Agmt & Bonds .doc

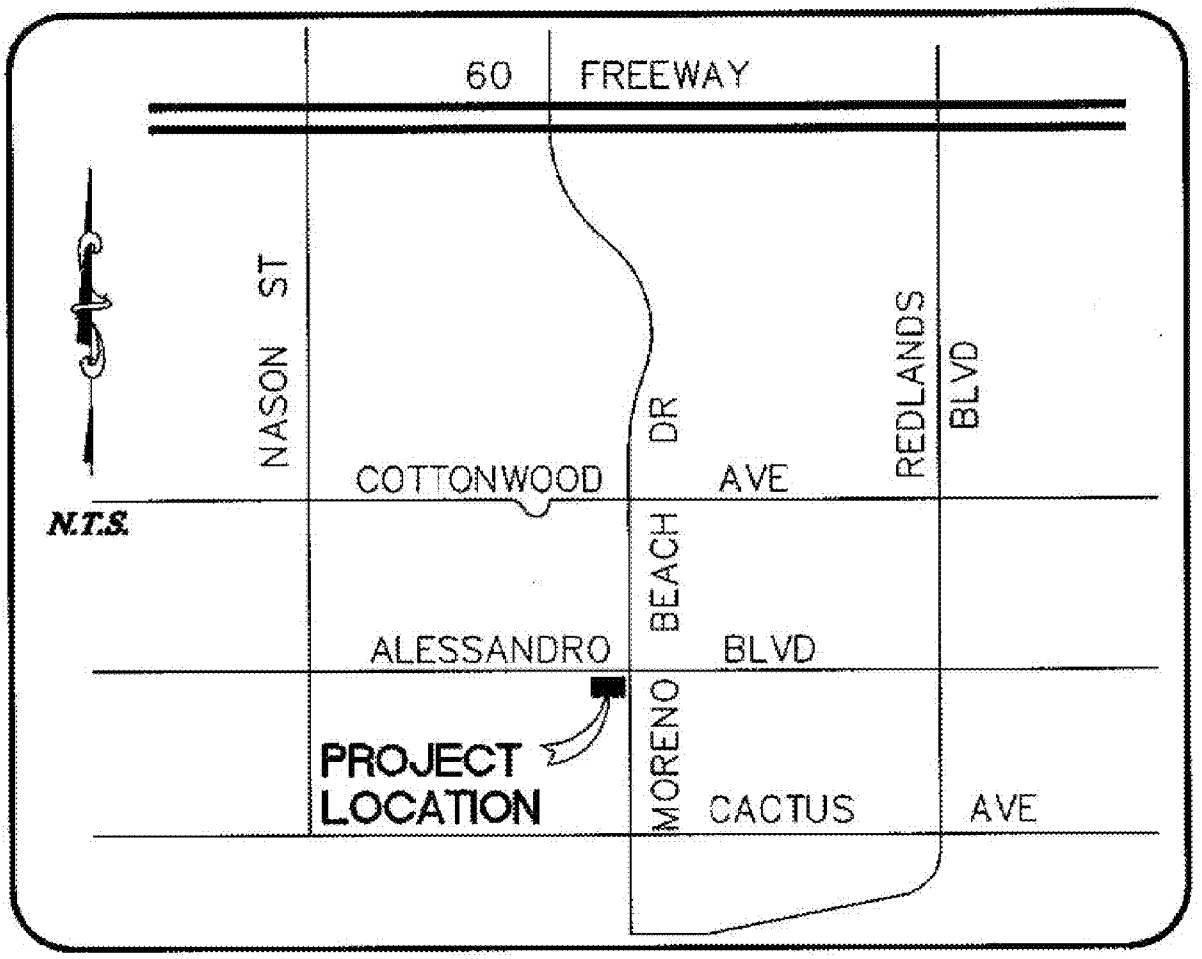

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT "A"	**PA009-0043** **PM 36262** **LOCATION MAP**

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR STORM DRAIN IMPROVEMENTS
PROJECT NO. PA09-0043 (TENTATIVE PARCEL MAP 36262)

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and **Frank Pozgaj and Maria Pozgaj Family Trust and Moreno Beach Station, LLC**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA09-0043 (Tentative Parcel Map 36262)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **FOUR HUNDRED THOUSAND AND NO/100** Dollars (*****$400,000*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost, is outlined in the worksheet labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **TWO HUNDRED THOUSAND AND NO/100** Dollars (*****$200,000*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

EXHIBIT "B"

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developers:
Frank Pozgaj and Maria Pozgaj Family Trust
10 Collegiate Circle
Rancho Mirage, California 92270

Moreno Beach Station, LLC
P.O Box 525
Moreno Valley, CA 92556

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Frank Pozgaj and Maria Pozgaj Family Trust:
Developer Maria Pozgaj Trustee
BY: Frank Pozgaj Trustee
Signature

FRANK & MARIA POZGAJ
Print/Type Name

_____
Title

Moreno Beach Station, LLC:
BY: Abdo Alberre
Signature

Abdo ALBERRE
Print/Type Name

President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On December 21, 2010 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Frank Pozgaj & Maria Pozgaj,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in ~~his/her/~~their authorized capacity(ies), and that by ~~his/her/~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Improvements
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 12-21-2010

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Riverside

On JAN 29 2011 (Date) before me, CARL W JECH NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared ABDO ALBERTE (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CARL W. JECH
Commission # 1775708
Notary Public - California
Riverside County
My Comm. Expires Nov 21, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Carl W Jech
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT FOR CONFIRMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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Item #5907

MV00104833

J.F.
09-08-10

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 09/08/10
PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262) **PREPARED BY:** JLM
PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II -	1.17	Thickness (ft.)				
Alessandro	11795	S.F.	1000	Ton	33.00	33,000
A.C. - Alessandro	0.5	Thickness (ft.)				
	11795	S.F.	427	Ton	80.00	34,160
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II -	1.17	Thickness (ft.)				
Moreno Beach	3405	S.F.	288	Ton	33.00	9,504
A.C. - Moreno Beach	0.5	Thickness (ft.)				
	3405	S.F.	123	Ton	80.00	9,840
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	86,504

Jerry L. Miles 9-8-10

REGISTERED PROFESSIONAL ENGINEER
JERRY L. MILES
NO. 42593
EXP. 3-31-12
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: **09/08/10**
PREPARED BY: **JLM**

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)
PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	1968	S.F.	3.25	6,396
A.C. Cap/Overlay	0	Ton	65.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.15	0
Sawcut	555	L.F.	3.00	1,665
Utility Trench	62	L.F.	17.00	1,054
Trench Repaving	186	S.F.	12.00	2,232
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	10.00	0
Curb Only - 8"	174	L.F.	15.00	2,610
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	266	L.F.	12.00	3,192
Concrete				
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	277	L.F.	30.00	8,310
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	287	L.F.	25.00	7,175
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	12.00	0
Sidewalk	3230	S.F.	7.00	22,610
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8"	1460	S.F.	16.00	23,360
Wheelchair Ramp	2	EA.	2,400.00	4,800
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	0	L.F.	100.00	0
Bus Bay	1	EA.	20,000.00	20,000
Miscellaneous				
Relocate Power Poles	2	EA.	30,000.00	60,000
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	5,000.00	0
Erosion Control	0	AC	100.00	0
Walls - Masonry: 6' Maximum	0	L.F.	150.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
				0
			SUBTOTAL	163,404
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Striping/raised pavement markers	1	L.S.	--	5,000
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	--	0
Street Name Sign	0	EA.	300.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -Perris Blvd)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	250.00	0
Metal Guard Rail **(Removal)**	276	L.F.	40.00	11,040
			SUBTOTAL:	16,040
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Remove Trees	20	EA.	2,500.00	50,000
			SUBTOTAL:	50,000

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	4,000.00	0
Street Lights (22000 lumen)	2	EA.	5,000.00	10,000
			SPECIAL DISTRICTS SUBTOTAL:	10,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinatior	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	55.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	1	EA.	800.00	800
1" Service w 5/8" meter	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
Adjust Water Meter Box	0		235.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	1	EA.	330.00	330
Water Service	0	EA.	330.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	150.00	0
	0		0.00	0
			SUBTOTAL:	1,130

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	100	L.F.	40.00	4,000
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	1	EA.	1,500.00	1,500
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	1	EA.	90.00	90
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	5,590

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$86,504
OFFSITE STREET WORK	:	$163,404
SPECIAL DISTRICTS	:	$10,000
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$0
STORM DRAIN SYSTEM	:	$0
WATER SYSTEM	:	$1,130
SEWER SYSTEM	:	$5,590
TRAFFIC IMPROVEMENTS	:	$16,040
BONDABLE WORK (not plan checked)	:	$50,000
TOTAL COST (VALUE) OF IMPROVEMENTS:		$332,668
+20% CONTINGENCY:		$66,534
GRAND TOTAL:		$399,202

BOND AMOUNT: **$400,000**

BOND WILL REMAIN IN EFFECT UNTIL NOTICE OF EXONERATION IS PROVIDED BY THE CITY OF MORENO VALLEY
BOND EXECUTED IN DUPLICATE

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements $400,000

Project No. PA09-0043

Bond No. 4382237

Premium $8,500.00

Surety SURETEC INSURANCE COMPANY A-VII

Principal Frank Pozgaj and Maria Pozgaj Family Trust and Moreno Beach Station, LLC

Address 3033 5TH AVENUE, SUITE 300

Address 10 Collegiate Circle

City/Zip SAN DIEGO, CA 92103

City/Zip Rancho Mirage, CA 92270

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Frank Pozgaj and Maria Pozgaj Family Trust, and Moreno Beach Station, LLC,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA09-0043**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and SURETEC INSURANCE COMPANY, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **FOUR HUNDRED THOUSAND AND NO/100** Dollars (*****$400,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

EXHIBIT "C"

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA09-0043

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on FEBRUARY 18, 20 11.

NAME OF PRINCIPAL: Frank Pozgaj and Maria Pozgaj Family Trust, and Moreno Beach Station, LLC
Company Name

AUTHORIZED SIGNATURE(S): By

Frank Pozgaj — Trustee
Name — Title

Manager
Name — Title

NAME OF SURETY: SURETEC INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: _____
YUNG T. MULLICK ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

_____
City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA09-0043 - Faithful Performance Bond.DOC

RISK MANAGEMENT
Approved

M. Alloy 3-8-11
By Date

ACKNOWLEDGMENT

State of California
County of Orange)

On February 18, 2011 before me, Peter Austin Neff, Notary Public
(insert name and title of the officer)

personally appeared Yung T. Mullick,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RRS2 PETER AUSTIN NEFF COMM. # 1799389 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires MAY 27, 2012 RRS2

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Frank Pozgay,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Bryan Abdo Alberre,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies),~~ and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

POA #: 510002

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer C. Giboney, James W. Moilanen, Yung T. Mullick

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18 day of FEBRUARY, 2011, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

MV00104847

BOND WILL REMAIN IN EFFECT UNTIL NOTICE OF EXONERATION IS PROVIDED BY THE CITY OF MORENO VALLEY
BOND EXECUTED IN DUPLICATE

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $200,000

Project No. PA09-0043

Bond No. 4382237

Premium INCLUDED IN PERFORMANCE BOND

Surety SURETEC INSURANCE COMPANY AV 11

Principal Frank Pozgaj and Maria Pozgaj Family Trust and Moreno Beach Station, LLC

Address 3033 5TH AVENUE, SUITE 300

Address 10 Collegiate Circle

City/Zip SAN DIEGO, CA 92103

City/Zip Rancho Mirage, CA 92270

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Frank Pozgaj and Maria Pozgaj Family Trust, and Moreno Beach Station, LLC,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA09-0043**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **TWO HUNDRED THOUSAND AND NO/100** Dollars (*****$200,000.00*****), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

EXHIBIT "D"

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA09-0043

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on FEBRUARY 18, 20 11.

NAME OF PRINCIPAL: Frank Pozgaj and Maria Pozgaj Family Trust, and Moreno Beach Station, LLC
Company Name

AUTHORIZED SIGNATURE(S): By:

Name — Trustee
Title

Name — Manager
Title

NAME OF SURETY: SURETEC INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: YUNG T. MULLICK ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA09-0043 - Material Labor Bond.DOC

RISK MANAGEMENT
Approved

By — Date 3-8-11

ACKNOWLEDGMENT

State of California
County of Orange)

On February 18, 2011 before me, Peter Austin Neff, Notary Public
(insert name and title of the officer)

personally appeared Yung T. Mullick,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RRS2 PETER AUSTIN NEFF RRS2
COMM. # 1799389
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Expires MAY 27, 2012

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Frank Pozgay,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Material & Labor Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Bryan AbQo Alberre,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies),~~ and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Material or Labor Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

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- Securely attach this document to the signed document

POA #: 510002

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer C. Giboney, James W. Moilanen, Yung T. Mullick

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this **18** day of **FEBRUARY**, **2011**, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

MORENO VALLEY
WHERE DREAMS SOAR

CITY CLERK'S OFFICE

MEMORANDUM

To:	Mayor and City Council
From:	Sonny Morkus, Human Resource Director
Date:	May 5, 2011
Subject:	CITY COUNCIL REGULAR MEETING AGENDA OF MAY 10, 2011 ITEM A.10 - PERSONNEL RULES AND REGULATIONS REVISION (Report of: Human Resources Department)
cc:	Agenda packet distribution list

Attached are corrections on Attachment B, pages 172, 339, and 346 of the above-mentioned subject item.

Document page numbers are Pages 45, 81 & 88.

MV00104854

C. Professional / Administrative shall earn ~~13.08~~ **9.70** hours of annual leave per pay period of service (~~340~~ **252** hours per year). This accrual shall extend to ~~14.62~~ **11.24** hours per pay period (approximately ~~380~~**292** hours per year) at the beginning of the sixth year and extend to ~~15.54~~**12.16** hours per pay period (approximately ~~404~~ **316** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.
PAM Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~16.15~~**12.77** hours per pay period (approximately ~~420~~ **332** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave.
PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.
D. Non-Exempt Employees shall earn ~~10.77~~ **7.39** hours of annual leave per pay period of service (approximately ~~280~~ **192** hours per year). This accrual shall extend to ~~12.31~~ **8.93** hours per pay period (approximately ~~320~~ **232** hours per year) at the beginning of the sixth year and extend to ~~13.23~~ **9.85** hours per pay period (approximately ~~344~~ **256** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the annual leave accrual rate as a recruitment tool. Employees in these categories may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.
Non-Exempt Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~13.85~~ **10.47** hours of annual leave per pay period (~~360~~ **272** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.
E. Seasonal Employees/Crossing Guards with Leave Accruals shall accrue annual leave at a rate determined by their program agreement or contract. Temporary Employees shall not normally accrue paid annual leave, but may take leave without pay as approved by their supervisors.
7.15 GRANDFATHERED LEAVE BALANCES
Prior Sick Time Accruals: Employees shall retain all existing sick leave hours accrued prior to the enactment of this policy **on December 14, 2007. Such accrued sick leave hours shall be referred to as Grandfathered sick leave balance and are considered Frozen Sick Leave hours.** Although sick leave will no longer continue to accrue for employees, an employee's **frozen** sick leave balance will be available for use in the event of ~~an~~ serious illness or injury which qualifies for disability. **Employees are eligible to use Grandfathered Sick Leave when they are off of work ill for 3 days or more, and provide a doctor's note.** These frozen sick leave hours can ~~not~~ **only** be used for baby bonding or family member's illnesses or injuries**, if the employee is on approved FMLA leave.**
This Grandfathered sick leave balance shall be available for cash out upon separation at a rate of 40% of the accrued balance for full time employees and 20% for part time employees. The remaining balance will be converted to PERS service credit for retiring employees. Separating employees will forfeit the remaining balance.

Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.
2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.
B. City Paid Retiree Medical Benefit: Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire **under the CalPERS retirement benefits system with a minimum of** ~~after at least~~ two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE	MAXIMUM EMPLOYER CONTRIBUTIONS
January 1, 2007	up to $168.73 per month
January 11, 2008	up to $243.73 per month
January 2, 2009	up to $318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan **for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009.** At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees **hired prior to July 1, 2009** receive fully-paid PERS retirement benefits. **Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**

B. Career Part-time Employees **hired prior to July 1, 2009** receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. **Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(h)(2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**

C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through

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16.30 TUITION REIMBURSEMENT

Subject to the **pre**-approval of the Department Head, Human Resources Director, and City Manager (or designee), employees may be reimbursed for the cost of pre-approved, job-related, **accredited,** educational and other training courses based upon proof of successful completion **up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30)**. This proof includes a grade "C" or better of the course(s), **"Pass/Fail" grading option for classes,** and must be part of a **recognized associate's degree, bachelor's degree, or master's degree** program, **and the program must be part of a school, college or university that is accredited by a U.S. Department of Education authorized accrediting organization, e.g. Western Association of Schools and Colleges (WASC)** ~~leading to an Associate's degree, undergraduate or graduate degree~~. Further, employees may be reimbursed for certain pre-approved, job related training courses based on the approvals as stated above.

Classes taken which are offered as part of the City's official training program do not count against tuition reimbursement.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational course that is job-related may, if prior approval for reimbursement is given by the City Manager (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the City (i.e. books become part of City reference library).

In general, training time during working hours shall be considered part of the job. Unless the City directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the City encourages employees to pursue additional education, the City shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Head and the Human Resources Director.

16.35 TRAINING AND TRAVEL REIMBURSEMENT

Non-exempt employees shall receive training and travel reimbursement as provided in this Section.

Time spent in attending lectures, meeting, training programs, and similar activities during work time shall be counted as time worked only if authorized in advance and in writing by the employee's Department Head. No such authorization shall be given unless the lecture, meeting, program, or other activity is directly related to improving the employee's ability to perform his or her job.

MV00104857

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Sonny Morkus, Human Resources Director

AGENDA DATE: May 10, 2011

TITLE: Personnel Rules and Regulations Revision

RECOMMENDED ACTION

Staff recommends that City Council take action to approve the attached Personnel Rules and Regulations (Attachment A).

ADVISORY BOARD/COMMISSION RECOMMENDATION

"Not applicable."

BACKGROUND

During the 2009 and 2010 labor negotiations, the City approved Memorandums of Understanding (MOU's) for each of the three employee associations: Moreno Valley Management Association (MVMA), Moreno Valley Confidential Management Employees (MVCME), and Moreno Valley City Employees Association (MVCEA). Due to the changes in policies that were agreed to in the MOU's, the City is required to revise the Personnel Rules and Regulations and reflect these changes. The Personnel Rules and Regulations were previously revised in February 2009.

During the period of February 2011 through April 2011, the Human Resources Director met with the three employee associations, in order to discuss and gain agreement on the actual wording for the needed changes to the Personnel Rules and Regulations.

DISCUSSION

The proposed changes are highlighted in the attached Personnel Rules and Regulations (Attachment B). Attachment B includes an index of the changes, as well as the actual changes noted by either strikethrough ~~FONTS~~ for deleted wording,

or bold **FONTS** for newly added wording. The index shows the section that was changed and the page number of the section changed for easy reference.

There is no additional direct cost to the City of Moreno Valley that will result from the City Council taking action to approve the attached Personnel Rules and Regulations revision. The changes to the Personnel Rules and Regulations are reflecting changes that were approved by City Council in the MOU's for FY 2009/10 and FY 2010/11.

ALTERNATIVES

The action of the City Council to approve the attached resolution will fulfill the City's agreement with the three employee associations: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

There will be no added impact on the City budget.

CITY COUNCIL GOALS

The action of the City Council to approve the attached resolution will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

NOTIFICATION

The three employee associations have been notified of the staff report and staff recommendation for City Council to approve the attached Personnel Rules and Regulations revision. Copies of this staff report and attached resolution were sent to the employee associations, and they concur with the recommended City Council action.

ATTACHMENTS/EXHIBITS

Attachment A is the Personnel Rules and Regulations with the changes made.
Attachment B is the marked-up Personnel Rules and Regulations showing the changes.

Prepared and Approved By:

Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

PERSONNEL RULES & REGULATIONS

REVISED MAY 2011

Please complete this form and return to Human Resources. If you have any questions regarding the Personnel Rules & Regulations, please contact the Human Resources Department at extension 3045.

On _____, I received a copy of the City of Moreno Valley's, May 2011, Revised Personnel Rules & Regulations, and I have had an opportunity to ask questions and discuss the information. I understand that a copy of this acknowledgement form will be placed in my central official employee personnel file, located in the Human Resources Department.

Employee Name **(Please Print)** _____

Employee Signature _____

Department/Division _____

. . . . . .

Human Resources Department Use Only

Date Returned _____

ATTACHMENT 'A'

CITY OF MORENO VALLEY
PERSONNEL RULES AND REGULATIONS

REVISED May 2011

TABLE OF CONTENTS

SECTION 1: GENERAL PROVISIONS

1.05	Authority	1
1.10	Objectives	1
1.15	Interpretation	1
1.20	Definition of Terms	1
1.25	Administration of the Personnel System	8
1.30	Contracts for Special Services	8
1.35	Application and Exceptions	9
1.40	Adoption and Amendment of Rules	10
1.45	Validity of Rules (Severability)	10
1.50	Violation of Rules	10
1.55	Conflicts of Interest and Acceptance of Gifts and Other Gratuities	10
1.60	Incompatible Employee Activities	11
1.65	Political Activities	11
1.70	Safety and Health	12
1.75	Drug and Alcohol Free Workplace Policy	13
1.80	Equal Employment Policy	14
1.85	Discrimination and Anti-Harassment Policy	14
1.90	Workplace Violence Policy	16
1.95	Smoking Policy	17

SECTION 2: CLASSIFICATION AND SALARY PLAN

2.05	Preparation, Adoption, and Amendment of Classification Plan	18
2.10	Allocated Positions	18
2.15	New Positions	18
2.20	Classification Manual	18
2.25	Preparation of Salary Schedule	18
2.30	Appropriate Salary Level	18
2.35	Benefit Plan	19

SECTION 3: TYPES OF APPOINTMENTS

3.05	Types of Appointments	20
3.10	Emergency Appointments	20
3.20	Acting Pay	20
3.25	Transfer	21
3.30	Promotion	22
3.35	Demotion	22
3.40	Reclassification	22
3.45	Layoffs, Reduction in Force, Recall	24

MV00104861

SECTION 4: RECRUITMENT AND SELECTION

4.05	Equal Employment Goals and Policies	27
4.10	Personnel Requests	27
4.15	Job Announcements	27
4.20	Personnel Applications	28
4.25	Recruitment	28
4.30	Evaluation of Applications	29
4.35	Candidates' Examination Inspection	29
4.40	Veterans' Points	30
4.45	Nepotism Policy	30
4.50	Driving Safety Check	32
4.55	Eligibility Lists	32
4.60	Final Decisions of Selection	33
4.65	Pre-Employment Physical	33
4.70	Employment Eligibility Verification	34
4.75	Probationary Period	34
4.80	Criminal Conduct – Ineligibility for Employment	34
4.85	Fingerprinting	35
4.90	Resignation	35
4.95	Rehire	35

SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS

5.05	Salary at Appointment	36
5.10	Employee Performance Evaluation	36
5.15	Progression on Merit Pay	37

SECTION 6: ATTENDANCE AND HOURS OF WORK

6.05	Workweek and Overtime	39
6.06	Overtime Compensation	39
6.08	Compliance with Fair Labor Standards Act	40
6.10	No Guarantee of Hours	40
6.15	Stand-by and Call-back Policy	40
6.20	Time Sheets	40
6.25	Constructive Resignation	41
6.30	Lunch and Break Policy	41

SECTION 7: LEAVES

7.05	Holiday Pay and Holiday Leave	42
7.10	Annual Leave	42
7.15	Grandfathered Leave Balances	46
7.20	Annual Leave Cash Out Upon Separation and Retirement	47
7.30	Bereavement Leave	47
7.35	Jury Duty and Witness Leave	48
7.40	Pregnancy Disability Leave	48
7.45	Family Care and Medical Leave	50
7.50	Leave of Absence Without Pay	51
7.55	Military Leave	52

MV00104862

7.60 On-the-Job Injuries and Workers' Compensation Coverage 53
7.65 Voting Leave 56

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES

8.05 General Statement of Policy 57
8.10 Customer Service Policy 57
8.15 Unlawful Discrimination 57
8.20 Standards of Conduct 57
8.25 Objective of Disciplinary Guidelines 58
8.30 Major and Minor Offenses 59
8.35 Levels of Offenses 59

SECTION 9: DISCIPLINARY ACTIONS

9.05 Definition of Disciplinary Action 64
9.10 Informal Discussion 64
9.15 Formal Warning 64
9.20 Written Reprimand 64
9.25 Disciplinary Suspension 64
9.30 Reduction in Pay 65
9.35 Demotion 65
9.40 Last Chance Employment Agreement 65
9.45 Dismissal 66
9.50 Resignation – An Alternative to Disciplinary Action 66
9.55 Documentation of Disciplinary Action 66
9.60 Employee Representation 66

SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS

10.05 Actions That Are Not Appealable 68
10.10 Disciplinary Action Subject to Skelly Procedure 68
10.15 Administrative Suspensions with Pay 68
10.20 Skelly Procedure/Due Process 68
10.25 Appeal of Department Head's Decision 69
10.30 Amended Notice of Disciplinary Action 70

SECTION 11: APPEALS HEARING PROCESS

11.05 Selection of a Hearing Officer 71
11.10 Scheduling the Hearing 71
11.15 Hearing Representation 71
11.20 Recordation of Hearing 72
11.25 Hearing Expenses 72
11.30 Hearing Procedure 72
11.35 Hearing Officer's Recommendation 72
11.40 City Manager's Decision 73

SECTION 12: GRIEVANCES

12.05 Matters Subject to Grievance Procedures 74

MV00104863

12.10 Matters Not Subject to Grievance Procedures 74
12.15 Freedom from Reprisal 75
12.20 Consolidation 75
12.25 Resolution 75
12.30 Withdrawal 75
12.35 Resubmission 75
12.40 Employee Representation 75
12.45 Miscellaneous 75
12.50 Informal Grievance Procedure 76
12.55 Formal Grievance Procedure 76
12.60 Time Limits 77

SECTION 13: EMPLOYEE RECORDS AND FILES

13.05 Personnel Files 78
13.10 Documents in Personnel Files 78
13.15 Access to Files 79
13.20 Disclosure of Information 79
13.25 Changes-in-Status 79
13.30 Application Retention 80
13.35 Destruction of Personnel Records 80

BENEFIT POLICIES

SECTION 14: EMPLOYEE BENEFIT POLICIES

14.05 Benefit Bank 81
14.10 Management Package 82
14.12 Auto Allowance 83
14.15 Post Retirement Medical Benefits 83
14.20 PERS Medical Coverage for Retirees 84
14.25 City Retirement Plan 84
14.30 IRC Section 125 Plan 85
14.35 IRC Section 457 Plan 85
14.36 IRC Section 401A Plan 86
14.40 Life Insurance 86
14.45 Disability Insurance 87
14.50 Unemployment Compensation 88
14.55 Employee Assistance Program (EAP) 88
14.60 Medicare 88

SECTION 15: SPECIAL COMPENSATION

15.05 Stand-By 89
15.10 Call-back 90
15.15 Bilingual Pay 90
15.16 Safety Equipment 90

MV00104864

SECTION 16: TRAINING

16.05 Training 91
16.10 In-House Training 91
16.15 Departmental Training 91
16.20 Training Courses 91
16.25 Seminars and Conferences 91
16.30 Tuition Reimbursement 92
16.35 Training and Travel Reimbursement 92

DRUG AND ALCOHOL FREE WORKPLACE POLICY

APPENDIX A

Testing for Alcohol and Drugs 94

A. Employee Responsibilities 94
B. Management Responsibilities 95
C. Enforcement 97
D. Physical Examination and Procedure 97
E. Results of Drug and/or Alcohol Analysis 98
F. Confidentiality 98

SUPPLEMENT TO THE DRUG AND ALCOLOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

A. Employee Questions 99
B. Covered Employees 99
C. Covered Commercial Vehicles 99
D. Safety-Sensitive Functions 100
E. Prohibited Conduct 100
F. Consequences for Employees Found to Have Alcohol 102
G. Circumstances Under Which Drug and/or Alcohol Testing will Be Imposed On Covered Employees 102
H. Procedures to be Used for Detection of Drugs and Alcohol 105
I. Refusal to Submit to a Drug and/or Alcohol Test 106
J. Consequences of Failing a Drug and/or Alcohol Test 106
K. Alcohol Misuse Overview 107

ALCOHOL FACT SHEET 108

A. Signs and Symptoms of Alcohol Use 108

1. Immediate Effects of Alcohol 108
2. Chronic and Long Term Health Effects 108
3. Alcohol's Effects on Society 109
4. Workplace Issues 109
5. Confidentiality Procedures for Internal Control 109

MV00104865

APPENDIX B 111

Employee Education and Training Program 111

A. Education 111
B. Training 111

APPENDIX C 113

Testing will be Conducted in Accordance with Alcohol Testing Procedures as Required by 49 CFR.40 113

A. Alcohol Testing Procedures 113
B. Drug Testing Procedures 114

APPENDIX D 116

Reasonable Suspicion Observation Form 116

APPENDIX E 118

Drug and Alcohol Program Manager (DAPM) and Designated Employer Representative (DER) 118

MV00104866

CITY OF MORENO VALLEY
PERSONNEL RULES AND REGULATIONS
REVISED May 2011

SECTION 1: GENERAL PROVISIONS

1.05. AUTHORITY

The City Council of the City of Moreno Valley is authorized and directed under the Municipal Code and the provisions of Section 1.40 of these Rules to adopt rules for the administration of the City's personnel system.

1.10 OBJECTIVES

The objectives of these Personnel Rules are to facilitate efficient and effective services to meet public needs as well as provide for an equitable system of personnel management in municipal government.

These Rules shall set forth in detail procedures which insure fair and equitable treatment for those who compete for original employment and promotion within City employment and define many of the obligations, rights, privileges and prohibitions which are placed upon all employees in the competitive service of the City.

1.15 INTERPRETATION

Within the limits of administrative feasibility, the City Manager shall be responsible for the interpretation of these Rules in cases where the proper application of a rule or any portion thereof is not clearly ascertainable. When such interpretation is required, the result shall be in harmony with the objectives set forth above.

1.20 DEFINITION OF TERMS

All words and terms used in these Rules and in any ordinance or any resolution dealing with Personnel Rules and Regulations shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, the following words and terms most commonly used are defined.

Appointing Authority: The City Manager or designee who, in his or her individual capacity, has the final authority to appoint a person to a position of employment.

Anniversary Date: The date when the employee last completed probation. If an at-will employee, the date the employee was hired to the most recent position.

Except as specifically provided in these Rules, any non-probationary employee who takes an authorized leave of absence without pay shall have his or her anniversary date extended the same amount of time as his or her period of leave.

Appointment: The designation of a person to fill a position of employment.

At-Will Employee: A probationary employee, or contract employee, who does not hold career status.

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Career Employee: A permanent employee hired for an indefinite term into a budgeted position, who is regularly scheduled to work no less than one thousand (1,000) hours per year, has successfully completed his or her probationary period, and has been retained as provided in these Rules.

City: The City of Moreno Valley.

City Manager: The City's Chief Executive Officer.

Classification: A certain group of job positions with the same title, salary range, and benefit package.

Classification Manual: A document containing the class specifications for all City positions as approved by the City Manager or designated official.

Classification Plan: A listing of the duties and responsibilities of all City positions, as determined by the City Manager and adopted by the City Council.

Classification Roster: A listing of all City positions including the title and benefit category contained in the annual fiscal year budget, as determined by the City Manager and adopted by City Council.

Compensatory Time: Time accrued or taken off from work with pay, in lieu of paid overtime compensation.

Competitive Service: The merit system whereby City employees are hired and promoted through a competitive process based upon objective standards of merit to assure fair consideration in all aspects of employment/promotion.

Contractual Employee: An employee hired and paid pursuant to the terms and conditions of a specified written contract between such an employee and the City.

Days: Calendar days unless otherwise stated.

Demotion: The voluntary or involuntary transfer of an employee from one classification to another classification with a lower salary or to a lower step in a classification or hierarchy of positions.

Department Head: One who functions directly under the authority of the City Manager, has direct responsibility for a particular department, and manages its staff, policies and budget.

Dependent: A covered person who relies on another person for support; or obtains health coverage through a spouse, domestic partner, parent, grandparent, or legal guardian. For the purpose of insurance eligibility, an eligible dependent is defined as: spouse, registered domestic partner, child, economically dependent child, and adult children up to age 26.

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Disciplinary Action: The discharge, demotion, reduction of pay, suspension, placing on probation, or the issuance of a last chance employment agreement, written reprimand, or formal warning, or any other action for punitive, corrective, or disciplinary reasons.

Disciplinary Suspension: A disciplinary action that temporarily separates an employee from City service without pay.

Dismissal: The discharge of an employee by the City from City employment.

Division Manager: Division Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.

Domestic Partner: As defined by state law and registered accordingly.

Eligibility List: A list of all persons eligible for appointment to a particular classification after final testing/interviews as determined by the Human Resources Director.

Emergency Appointment: An appointment made to meet immediate requirements of an emergency condition, such as fire, flood or earthquake, which threatens life or property, where such employment is not anticipated to endure beyond the duration of such an emergency period.

Employee: An elected or appointed person occupying a position in the City employment, including City Councilmembers, providing personal services to the City or its residents. This excludes independent and outside contractors, commissioners, members of advisory boards, and volunteers.

Employee Assistance Program (EAP): A health and wellness benefit which allows an employee or a member of his or her family to receive personal counseling at City expense, subject to certain limits and available funds.

Employee Relations Officer: The City Manager-designated officer who administers the City's employee relations as defined in Employee Relations Resolution #92-110. The designated Employee Relations Officer functions under the authority of the City Manager.

Executive Management: Department Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.

Fair Labor Standards Act (FLSA): The Federal Law, which guarantees employees certain minimum wages and time and one-half overtime standards.

Fiscal Year: A twelve-month period from July 1 to June 30 in which the City plans, budgets, appropriates, and expends its funds.

Flexible Work Schedule: A City Manager-approved variation from the standard daily work hour schedule of 8:00 a.m. to 5:00 p.m.

Full-time Employee: An employee who is regularly scheduled and expected to work forty (40) hours or more during a workweek.

MV00104869

Furlough: A Management-dictated, mandatory, reduced working period implemented to save City funds during difficult economic times.

General Non-Exempt Employee: An employee who is not exempt from the pay and overtime provisions of FLSA and who qualifies for a certain benefits package.

Human Resources Officer: The City Manager-designated officer, known as the Human Resources Director, who administers the City's personnel system. The designated Human Resources Officer functions under the authority of the City Manager.

In-House Competitive Examination: A type of examination open only to City employees meeting the minimum qualifications for a particular classification.

Immediate Family Member: Mother, father, spouse, domestic partner, natural/step children, children of domestic partner, mother-in-law, father-in-law, brother, or sister, grandparent and grandchild. Step-parents may be included depending on the current situation.

Insubordination: This occurs when an employee refuses a lawful order from a supervisor. Three elements should exist: (a) the employee understood the instructions and consequences of failing to follow the order; (b) the order was in line with the employee's duties; and (c) there was no safety reason for the employee to refuse the order.

Interim Employee: An employee who is appointed to a career classification on an acting or temporary basis pending completion of the recruitment process, issuance of an eligibility list, and filling the classification.

Last Chance Employment Agreement: Is an agreement between the City, an affected employee and a bargaining unit representative. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations – usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.

Lead Worker: A working daily supervisor who typically schedules, assigns, trains, monitors, and evaluates the work of a crew or group of employees. Additionally, a lead worker performs the more difficult and responsible tasks assigned to classifications within that classification series.

Leave of Absence Without Pay: A period of time during which an employee may take time off without receiving compensation or benefits, unless otherwise stated in these Rules.

Limited Term: An employee hired for a definite term based on the funding available and/or workload requirements.

MV00104870

Merit Salary Increases: The increase of an employee's salary within the salary range established for the classification the employee occupies, resulting from satisfactory job performance, which is based on performance or merit, not solely on longevity.

Misconduct: Any act or unsatisfactory job performance which may be subject to disciplinary action.

Modified Work Schedule: Any work pattern schedule other than a usual 8 to 5 schedule as approved by the City Manager.

Open Competitive Examination: A type of examination open to applicants meeting the minimum qualifications for a particular position.

Overtime: The time which an employee is required or permitted to work beyond the number of hours prescribed for a full-time employee in that classification. Overtime compensation, taken as paid time or as compensatory time, shall be authorized as provided in Section 6.05.

Part-time Employees: The City has three (3) types of part-time employees; career part-time, seasonal or temporary, and crossing guards.

A. Career Part-Time Employee: An employee who works a minimum of twenty (20) scheduled hours per week on a permanent basis.

B. Temporary or Seasonal Employee: An employee, other than a contract employee, who is scheduled to work no more than 1,000 hours in a calendar year, no more than twelve continuous months, or one for whom there is no Council-authorized position and no employee benefits.

C. Crossing Guard: An employee hired as a regular or an alternate crossing guard. A regular crossing guard shall have a usual post near a school site. An alternate or substitute guard shall relieve any regular crossing guard in the case of absence.

Performance Assessment Review (PAR): This is the performance evaluation tool for the City's career employees, wherein performance is evaluated and rendered at three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date.

Permanent Disability: A medical disability which will indefinitely prevent the employee from performing his/her essential job duties without creating unreasonable endangerment to health and safety or inefficiency of the employee or others.

Personnel Ordinance: Chapter 2.30 of the City's Municipal Code, authorizing the establishment of a personnel system for the City.

Position: A specific job assigned to a job classification.

Probationary Employee: An employee who is serving his or her probationary period.

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Probationary Period: A working test period which is part of the selection process, during which an employee is required to demonstrate his or her fitness for the position to which assigned. Before an employee may promote, they must successfully complete original probation.

Professional/Administrative/Management Employee: An employee who qualifies for the executive (Professional/Administrative/Management) exemption under FLSA and for a certain benefits package.

Promotion: The advancement of an employee from one classification to another classification having a higher salary range.

Reclassification: The reassignment from one classification description, or status to a different classification description, or status in accordance with a re-evaluation of the minimum qualifications, duties, and responsibilities of the position in question. Simple title changes are not reclassifications.

Reduction in Force (RIF): A layoff in the work force.

Resignation: The voluntary separation by an employee from City employment.

Rules: These Personnel Rules, as they may be amended periodically.

Salary Schedule: The listing of the salary ranges and steps for all defined City classifications.

Salary Range: The range of pay an employee can earn while employed in a particular classification.

Seniority: The length of an employee's continuous service in a City career position.

Staffing Plan: The classification titles, salaries and number of allocated positions in a department or division for a designated fiscal year, as determined by the City Manager and adopted by City Council in the annual budget document.

Standards of Conduct: Those rules which are intended to govern the actions of City employees during their course of employment with the City with respect to the employee's job performance.

Supervisor: Performs full scope of supervisory duties including hiring, training, planning, scheduling, disciplining, and evaluating the work of several crews and/or work units of staff.

Temporary Employee: *(See Part-time Employees)*

Termination: The separation of an employee from City service because of retirement, resignation, permanent disability, death or dismissal.

Transfer: The change of an employee from one department or division to another department or division without changing the employee's salary and usually within the same classification.

MV00104872

Workweek: A regularly recurring period of seven (7) consecutive twenty-four (24) hour days beginning at 12:01 p.m. on Friday and concluding at 12:00 noon the following Friday.

Y-Rate of Pay: The Y-rate of pay shall exist when an employee's salary is frozen at the then current level until such time as the commencing salary at the Y-rate, taken together with subsequent general salary increases, equals or exceeds the employee's salary at the Y-rate. This may occur in situations where an employee is reclassified, voluntarily demoted, or as otherwise stated in these Rules. Typically, benefits will not be Y-rated.

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1.25 ADMINISTRATION OF THE PERSONNEL SYSTEM

The City Manager shall administer the City personnel system and may delegate any of the powers and duties related thereto to any other officer or employee of the City or may recommend that such powers and duties be performed under contract as provided in Section 1.30 of these Rules. The City Manager shall:

A. Act as the appointing authority for all City employees except those officers and employees directly appointed by the City Council.

B. Administer all of the provisions of these Personnel Rules except as specifically reserved to the City Council.

C. Prepare and recommend to the City Council any appropriate Personnel Rules and revisions to such Rules.

D. Prepare or cause to be prepared, and revise as appropriate, a position classification schedule, including class specifications.

E. Have the authority to discipline City employees in accordance with these Personnel Rules.

F. Provide for the publishing or posting of notices of examinations for positions in the competitive service; the flexibility to waive certain job stated qualifications for good cause when it is in the best interests of the City; the receiving of applications therefore; the conducting and grading of examinations; the establishment of a list of all persons eligible for appointment to the appropriate position in the competitive service; and the performance of any other duty which may be desirable or required for the effective implementation of these Rules.

G. Appoint employees on a temporary or seasonal basis without competitive examination.

H. Determine standardized daily work hours and schedules and approve variations to the standard schedule.

1.30 CONTRACTS FOR SPECIAL SERVICES

The City Manager may contract for the performance of technical services in connection with the establishment or operation of the personnel system. In addition, the City Manager may determine the circumstances under which it is in the best interests of the City to contract for such services, and to enter into contracts for such services with City Council approval. The contract may be with any qualified person or public or private agency for the performance of any or all of the following:

A. The preparation of Personnel Rules and subsequent revisions and amendments.

B. The preparation of a position classification plan, and subsequent revisions and amendments.

C. The preparation, conduct, and grading of qualifying tests.

MV00104874

D. The conduct of employee training programs.

E. Special and technical services of advisory or informational character on matters relating to personnel administration.

F. Professional services.

1.35 APPLICATION AND EXCEPTIONS

A. These Rules shall apply to all offices, positions, and employments in the service of the City, as defined in Section 1.20 of these Rules, with the exception of the following:

1. Members of the City Council and other elected officials.

2. Members of commissions and advisory bodies appointed by the City Council or City Manager.

3. Direct appointees of the City Council, including the City Manager, City Clerk, City Treasurer, City Attorney, and any assistant or deputies to the City Attorney. An employee who also holds the position of City Treasurer shall not be excluded from the Rules, unless he or she has entered into an employment agreement pursuant to sub-section "F" herein.

4. Volunteer personnel, such as volunteer fire protection personnel, and others who provide services to the City without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the City).

5. Outside and independent contractors, engaged to provide expert, professional, technical, or other services.

6. Employees who have entered into an employment agreement with the City, unless otherwise specified in an employment agreement.

B. These Rules, with the exception of Sections 8-12 inclusive, shall apply to the following employees, who serve at the pleasure of their respective appointing authorities and are considered "at will" employees:

1. Emergency employees, such as those hired to meet immediate needs of an emergency condition (i.e., fire, flood or earthquake) which threatens life or property.

2. Employees who are considered temporary or seasonal.

3. Other non-career employees who are not specifically mentioned in Section 1.35 of these Personnel Rules.

4. Alternate Crossing Guards.

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5. Volunteers and Interns.

C. The crossing guard manual contains specific personnel policies for crossing guards. It is an extension of these rules. Violations of those written policies are also considered violations of these rules as well.

1.40 ADOPTION AND AMENDMENT OF RULES

Pursuant to the Personnel Ordinance, the City Council may adopt Personnel Rules to provide for the implementation of a personnel system for City employees. Recognized employee organization-proposed amendments to these Rules shall be submitted to that organization for review and recommendation prior to submittal to the City Council. Advance notice and an opportunity to meet and confer shall be given to recognized employee organizations concerning any amendments which affect matters subject to meet and confer such as, wages, hours, and other terms and conditions of employment. Upon request, the Human Resources Director shall provide the opportunity for review and comment and consult with any recognized employee organization so requesting prior to consideration by the City Council.

As provided in Section 3500 et seq. of the California Government Code, in cases of emergency, when the City Council determines that amendment(s) to these Rules must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendment(s). Amendments shall become effective upon adoption by the City Council or at such other time as the adopting resolution may provide.

With the written approval of the City Manager, Department Heads may promulgate rules not in conflict with these Rules for the effective and efficient operation of their departments.

1.45 VALIDITY OF RULES (SEVERABILITY)

If any section, subsection, sentence, clause, phrase or portion of these rules is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these rules. The City Council of Moreno Valley hereby declare that it would have adopted these rules and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

1.50 VIOLATION OF RULES

Violation of these Rules may be grounds for disciplinary action, subject to the applicable appeals procedure provided herein.

1.55 CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS AND OTHER GRATUITIES

City employees should serve the needs and respond to the wishes of all citizens equally without regard to their personal gain. City employees should perform their duties in an

MV00104876

impartial manner, free from bias caused by their own financial interests or the financial interests of other persons. Therefore, it is the policy of the City of Moreno Valley that all City employees shall avoid situations which might be interpreted as involving or creating a conflict of interest between the employee's duties and responsibilities as a public employee, and the employee's personal and private interest.

Employees should not take part in the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee should disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such matter.

The acceptance of gifts, favors, or any form of compensation or gratuity may be viewed as influencing or compromising or attempting to influence or compromise the judgment of an employee. To prevent such a conflict, employees shall discourage any offer of a gift, favor or any form of compensation or gratuity. Gifts that can and will be shared with office staff, such as boxes of candy, flowers, and food, may be viewed as exceptions. Being hosted by a City contractor or potential City contractor is not a conflict of interest, provided that all financial disclosure laws and regulations are complied with.

Employees who receive or are offered an unanticipated gift, favor or gratuity, should consult their Department Head to determine an appropriate response to the donor.

City employees shall not solicit or accept donations for City sponsored events unless waived for specific events by express written authorization of the City Manager.

1.60 INCOMPATIBLE EMPLOYEE ACTIVITIES

During an employee's work day, the employee is expected to devote his or her full time, attention and efforts to the performance of his or her assigned duties as a City employee. At no time shall any outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity, or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to perform the duties, functions, or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which may directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. Employees who undertake outside employment shall notify their immediate supervisors in writing of the nature, duties, and hours of that employment before undertaking such employment, including military service in the Reserves or Guard.

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly permitted by the City Manager, Federal or State law, Memorandum of Understanding, or City Council directive.

1.65 POLITICAL ACTIVITIES

No restrictions shall be placed on the political activities of any employee of the City of Moreno Valley other than the following.

MV00104877

A. No person who holds, or who is seeking election or appointment to, any office or employment with the City shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon consideration or condition that the vote or political influence or action of such a person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration (Government Code 3204).

B. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. Employees, however, are not prohibited from requesting political funds or contributions to a significant segment of the public which may include officers or employees of the City (Government Code 3205).

C. No one who holds, or who is seeking election or appointment to, any office shall, directly or indirectly, offer or arrange for any increase in compensation or salary for an employee of a state or local agency in exchange for, or a promise of, a contribution or loan to any committee controlled, directly or indirectly, by the person who holds, or is seeking election or appointment to office. (Government Code 3205.5)

D. No employee shall participate in any political activities while in uniform (Government Code 3206)

E. No employee shall engage in political activity during working hours or on City premises (Government Code 3207).

F. No employee shall engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of any ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of the employees of the City; nor shall entry be permitted on City premises during working hours for such purposes (Government Code 3209).

1.70 SAFETY AND HEALTH

Each employee shall comply with all applicable safety laws, rules, and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to proper authority all unsafe conditions or practices.

A. Management may request a fitness-for-duty examination and repeat examinations as necessary to safeguard the employee and co-workers when there is a concern about an employee's ability to perform his or her job, based on the observations of a supervisor, manager, or physician. Specific reasons for the fitness-for-duty request must be stated.

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1.75 DRUG AND ALCOHOL FREE WORKPLACE

Because drug and alcohol use can detrimentally affect job performance and employee safety, the City is committed to achieving and maintaining a drug and alcohol free workplace. While the City has no intention of intruding into the private lives of its employees, it will be firm in identifying and disciplining those employees whose impaired mental or physical condition, as a result of drug or alcohol use, may endanger the health or safety of fellow employees and the public at large, or interfere with the operations of the City.

This policy applies to all City employees (including part-time, temporary and hourly employees) and to all applicants for positions with the City.

While on paid duty time, the employee shall not be under the influence of any substances, drugs, medications, legal or illegal which could impair an employee's ability to effectively and safely perform the functions of the job. The use of prescription drugs which would not alter an employee's work performance is acceptable if prescribed by a qualified physician.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The unlawful manufacture, distribution, dispensing, possession, or use of any illegal drug or "controlled substance" is prohibited on the job, in the City's workplace, or while subject to duty (i.e., stand-by).

For the purposes of this Section, the following shall be defined as:

A. "Controlled Substance" denotes any substance which could potentially impair the employee's ability to effectively and safely perform the functions of his or her duties, including, but not limited to: alcohol, coca leaves, cocaine, marijuana, opium and opiates, amphetamines, methamphetamines, lysergic acid (L.S.D.), etc. As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.

B. "Conviction" is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

C. "Criminal Drug Statute" is a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any illegal drug or controlled substance.

Please refer to the City of Moreno Valley's <u>Personnel Rules & Regulations</u>, Appendix A-D, for a detailed description of the City's Drug and Alcohol Free Workplace Policy.

MV00104879

1.80 EQUAL EMPLOYMENT POLICY

It is the policy of the City of Moreno Valley to offer equal opportunity in all matters of employment. Employment with the City is based solely upon the qualifications of the individual applicant, regardless of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability, unless sex, mental, or physical ability is a bona fide occupational qualification.

All employees are to be treated with respect and dignity. The City of Moreno Valley prohibits any harassment of employees in the workplace. Activities and occurrences which may constitute harassment, whether written or oral, include, but are not limited to disparaging comments on the basis of one's religion, age, sex, martial status, race, color, national origin, ancestry, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or mental or physical disability. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.

The City shall not unlawfully discriminate against a qualified individual with a disability in job applications, hiring, advancement, compensation, training, discharge, and other terms, conditions, or privileges of employment. A disabled person is one who has mental or physical impairment that limits at least one major life activity, who has a record of impairment, or who is regarded as having impairment. A qualified individual with a disability is a person, who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Violation of this policy will result in appropriate disciplinary action pursuant to Section 8 of these Rules.

1.85 DISCRIMINATION AND ANTI-HARASSMENT POLICY

The City of Moreno Valley is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting any form of harassment, including sexual harassment, of all employees. Furthermore, the City prohibits harassment in any form, including verbal, physical, visual, or sexual harassment or retaliation against an employee for filing a harassment and/or discrimination complaint.

Harassment of an employee by a co-worker, supervisor, management employee, or other agent of the City, or a customer, on the basis of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability will not be tolerated. **Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.**

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Harassment includes, but is not limited to:

A. Verbal Harassment- For example, epithets, derogatory comments or slurs on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity, age, or denial of family and medical care leave and denial of pregnancy disability leave.

B. Physical Harassment- For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.

C. Visual Forms of Harassment- For example, derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.

D. Sexual Harassment- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employee benefit, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or an offensive work environment.

The City shall ensure that each employee has a copy of the City's anti-harassment policy which will include information on its internal complaint procedure.

Any employee who believes he or she has been harassed by a co-worker, a supervisor, a management employee, any other agent of the City, or customer should promptly report the facts of the incident or incidents and names of persons involved to his or her supervisor and/or the division manager/department head, and/or the Human Resources Director. If the offending party is a department head or higher, the complaint should be addressed to the offending party's supervisor. Any supervisor, division manager, or department head is obligated to immediately report any complaints and/or incidents of harassment to the Human Resources Director. Failure to make such a report when required by this Section may provide grounds for disciplinary action.

Upon receiving notification of a harassment complaint, the Human Resources Director shall:

A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:

1. the complainant;

2. the accused harasser; and

3. any other persons the Human Resources Director has reason to believe have relevant knowledge concerning the complaint. This may include victims of similar conduct.

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B. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual, or sexual conduct, and the context in which the alleged incidents occurred.

C. Report the results of the investigation, and the determination as to whether harassment occurred, to appropriate persons, including the complainant, the alleged harasser, the supervisor, the department head, and the City Manager. If discipline is imposed, the discipline will not be communicated to the complainant.

D. If the harassment occurred, take and/or recommend to the appointing authority prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense.

E. Take reasonable steps to protect the complainant from further harassment.

F. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

G. If appropriate, take action to remedy the victim's loss, if any, which resulted from the harassment.

If the employee is not satisfied with the action taken, the employee shall have the right to file a formal grievance in accordance with Section 12.55. If the allegation of harassment implicates any person rendering a decision at any Step in the Grievance Procedure, the employee may omit that particular Step and proceed to the next Step in the Grievance Procedure.

Dissemination of Policy

All employees, shall receive a copy of this Discrimination and Anti-Harassment Policy when they are hired and regularly thereafter. All supervisors hired after January 1, 2005, shall receive harassment training within six (6) months of hire. All supervisors shall receive interactive anti-harassment training at least every two years.

1.90 WORKPLACE VIOLENCE POLICY

This organization does not tolerate workplace violence. We define workplace violence as actions or words that endanger or harm another employee or result in other employees having a reasonable belief that they are in danger. Such actions include:

- Verbal or physical threats, or intimidation;
- Assaults or other violence; and
- Any other behavior that causes others to feel unsafe (e.g., bullying, sexual harassment).

City policy requires an immediate response to all reports of violence. All threatening incidents will be investigated and documented. Counseling may be provided.

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The following disciplinary actions may also be taken:

- Oral reprimand;
- Written reprimand;
- Suspension; or
- Termination.

Employees are expected to behave in a professional manner. It is the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace.

1.95 SMOKING POLICY

In compliance with all CALOSHA regulations, smoking is prohibited in all City facilities and in all City vehicles and rolling stock. Consistent with CAL OSHA regulations no one may smoke less than 20 feet from doorways.

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SECTION 2: CLASSIFICATION AND SALARY PLAN

2.05 PREPARATION, ADOPTION, AND AMENDMENT OF CLASSIFICATION PLAN

The City Manager shall determine the duties and responsibilities of all City positions for inclusion in the Classification Plan. The Classification Plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work, are included within the same classification, and the same schedules of compensation shall apply to all positions in the same classification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills. The Classification Plan may be amended or revised, as required, in the same manner as originally established and described herein and is subject to adoption by the City Council.

2.10 ALLOCATED POSITIONS

The City Manager shall approve the appointment of employees to positions in the Classification Plan.

Only allocated positions which have been approved by City Council may be filled, provided that the following positions can be approved by the City Manager without prior City Council approval: 1) temporary; and 2) emergency.

2.15 NEW POSITIONS

When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a classification, unless otherwise provided by these Rules. The City Manager shall amend the Classification Plan to establish and assign an appropriate classification for the new positions approved by the City Council.

2.20 CLASSIFICATION MANUAL

This manual shall contain a job description, as well as knowledge, skills, abilities, education, experience, sample duties, and other minimum qualifications for all classifications listed in the Classification Plan. This manual is developed by staff and approved by the City Manager.

2.25 PREPARATION OF SALARY SCHEDULE

The City Manager shall prepare a salary schedule that establishes the salary ranges and steps for all City classifications. The Salary Schedule shall be amended or revised, as required.

2.30 APPROPRIATE SALARY LEVEL

Employees occupying a City position shall be paid a salary range and step established for that position's classification under the adopted Classification and Salary Schedule.

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2.35 BENEFIT PLAN:

The City Council shall, at its discretion, adopt a Benefit Plan that establishes the benefits for all City employees. This Benefit Plan is described in the Employee Benefits Section of the City's Compensation and Leave Policies.

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SECTION 3: TYPES OF APPOINTMENTS

3.05 TYPES OF APPOINTMENTS

Except for temporary vacancies, all vacancies shall be filled by transfer, promotion, demotion, or from candidates on an appropriate eligibility list, if one is available. In the absence of eligible candidates in one of the above categories, temporary appointments may be made in accordance with these Rules.

3.10 EMERGENCY APPOINTMENTS

To meet immediate requirements of an emergency condition which threatens life or property, the City Manager may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. If not determined otherwise by an applicable provision or by an Emergency Operations Plan approved by the City Council, the method of hiring for emergency appointments shall be subject to the discretion of the City Manager. All such appointments shall be reported to the City Council as soon as possible, and shall be compensated at an appropriate hourly rate as approved by the Human Resources Director.

3.20 ACTING PAY

When an employee is assigned to perform the significant duties and responsibilities of a higher level position on a full-time basis for more than thirty (30) calendar days, a temporary salary adjustment shall be made to reflect the increase in responsibility until the employee ceases to perform such out-of-class work. All acting assignments must be pre-approved by appropriate management staff, the HR Director and the City Manager in advance unless there is an emergency situation.

An employee who is approved to be working at a higher level in an acting capacity shall be compensated at the rate in the new salary range, which comes nearest to, but not less than, five percent (5%) higher than the rate he or she held in the previous salary range. The higher salary rate payable shall be retroactive to the first day of the acting assignment as approved by City management.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, and must be capable of handling major duties of the higher level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position, or only performing the less demanding responsibilities until the position is filled, does not constitute working out-of-class.

If the higher classification is in a different bargaining unit than the employee's regular classification, the employee would only receive the salary change, not a change in benefits or unit.

At the end of such assignment, the employee performing the temporary assignment shall be returned to his/her original position and salary rate with any merit or salary adjustments, as appropriate. At any time during the out-of-class assignment, an employee may be removed from that appointment without right of appeal or hearing.

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Nothing herein shall be construed as limiting management's authority to assign City employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position. Should this assignment continue for 12 months or more, without a merit increase, the employee shall be entitled to a merit increase on the anniversary of the 12th consecutive month (based on performance), which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary schedule for the new position, if there is room within the range, upon approval of the City Manager. The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying out-of-class compensation.

3.25 TRANSFER

An employee may transfer from his or her present position to a vacant position, in the same classification, or a comparable classification, within the same department or to another department. For purposes of this Section, a comparable classification is defined as one with the same salary range which involves the performance of similar duties that require substantially the same general qualifications. A transferred employee shall retain his or her rate of pay and his or her anniversary date for purposes of merit pay increases. No employee shall be transferred to a position for which he or she does not possess the minimum qualifications. A transfer shall not be used to effect a promotion, demotion, advancement or reduction in pay. An employee who voluntarily transfers to a lower position may be Y-rated. The employee who desires to transfer can obtain the appropriate form from the Human Resource Director. The Human Resource Department is under no obligation to notify employees of each potential transfer opportunity. Once the transfer request is received by the Human Resources Department, the Human Resource Director shall inform the Department Head of the request. The employee may be required to compete in an open selection process.

Unless otherwise provided for in these Rules, an employee must be employed with the City for at least six (6) months, or until the employee has completed his or her probationary period, before applying for a transfer. An employee may be requested to defer his or her transfer until his or her current position has been filled, but typically, two-weeks notice will be given to the employee's current department.

A request for transfer to a vacant position may be initiated by an employee or the employee's Department Head. The City Manager may order a transfer for the purposes of economy, efficiency, or for reasons related to the best interest of the City. Such a determination by the City Manager shall not require the consent of the employee, either Department Head, or the Human Resources Director.

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3.30 PROMOTION

When it has been determined that a vacant position will be filled by promotional appointment, the Human Resources Director shall authorize a competitive promotional examination in order to fill the position, as stated in these Rules.

When an employee is appointed to a promotional position, that employee shall be paid at a level within the higher salary range which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary range for the new position. In accordance with the provisions in Section 5.15, any employee who is promoted within City service shall be required to successfully complete a probationary period in the new position. *(Refer to Section 4.75)*

3.35 DEMOTION

An employee may be demoted because his or her ability to perform the required duties of his or her position falls below standard, for disciplinary purposes, or for any other reasons as outlined in these Rules. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. The position which has been made vacant by demotion shall then become subject to the provisions of these Rules which govern appointments.

An employee shall not be required to serve a probationary period in the position to which he or she is demoted unless he or she has not completed the probationary period in the higher position. In such cases, the employee shall be required to complete his or her unfinished probationary period in the lower position. The employee shall retain the anniversary date he or she had in the higher position.

A. Involuntary Demotion: An involuntarily demoted employee, who is placed in a position at a lower salary than the position he or she formerly occupied, shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. A demotion which is effected for disciplinary reasons, pursuant to Section 9.35, shall be subject to the disciplinary appeals process.

B. Voluntary Demotion: A voluntary demotion to a lower position and lower salary may be requested by an employee for any reason. Such a voluntary demotion shall require the approval of the Human Resources Director, the employee's present Department Head, and the Department Head under whom the employee will serve, if applicable.

   The voluntarily demoted employee shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. In lieu of a reduction in salary, the City Manager may approve a Y-rated salary for a voluntarily demoted employee.

3.40 RECLASSIFICATION

Existing positions, where the duties have changed materially so as to necessitate reclassification, shall be reclassified by the City Manager to a more appropriate classification, whether new or existing, with the exception of reclassification from training

MV00104888

or internship positions. Except for training or internship positions that are reclassified, the selection of a candidate to fill a reclassified position must be made competitively, unless the incumbent from the reclassified position has been performing the duties for more than one year or unless specifically waived by the City Manager. Such determination must be approved by the City Manager. Regardless of the circumstances, the City Manager may require a competitive examination, and no incumbent shall have a right to be appointed to a reclassified position. No person shall be appointed or employed to fill a reclassified position unless the said reclassified position has been incorporated in the Classification Roster as provided by these Rules. A simple title change is not a reclassification and requires only City Manager approval.

The employee or Department Head may submit a request for a job audit to the Human Resources Director who shall determine if the reclassification is justified and provide a recommendation to the City Manager for approval. The City Manager has the authority to reclassify any employee whose reclassification is justified so long as the position is listed in the existing Classification Roster. If the position is not listed, the City Council must approve the reclassification. Since there is no money budgeted for that specific reclassification increase (normally 5%), the department shall fund for the City Manager-approved reclassification from its general personnel account for the balance of the current fiscal year. The department shall place and fund the reclassified position in the following year's personnel budget. Reclassifications are normally done with the adoption of the fiscal year budget, but may be done at other times.

Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions, promotions, or unit modifications. The Human Resources Director may conduct objective, non-competitive examinations to establish qualifications for the position.

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Classification with Same Salary Range: If the position is reclassified to a classification with the same salary range as the previous classification, and if the incumbent is appointed to the reclassified position, the salary rate and the anniversary date of the employee shall not change. The provision shall also apply to the change of classification title, provided there is no change in the basic duties of the classification.

B. Classification with Higher Salary Range: If the position is reclassified to a classification with a higher salary range than the previous classification, and if the incumbent is appointed to the reclassified position, he or she shall be compensated a pay level within the new salary range which is the lesser of five (5) percent higher than his or her previous salary level or the top of the salary range for the new position. The incumbent's anniversary date shall not change.

C. Classification with Lower Salary Range: If the position is reclassified to a classification with a lower salary range than the previous classification, and if the incumbent is appointed to the reclassified position, the City Manager may approve a Y-rate salary for the employee if the employee's old salary is above the top of the salary range for the new position. Otherwise, the employee's new salary shall be placed at a pay level which yields a salary closest to, but not less

MV00104889

than, the current salary. The incumbent's anniversary date shall not change. Normally, benefits will not be Y-rated, unless specifically approved by the City Manager.

The effective date of reclassification shall coincide with the first working day of a pay period after the reclassification is approved by the City Manager. Any completely new classification, one not listed in the Classification Roster, must be adopted by the City Council before it is approved.

3.45 LAYOFFS/REDUCTION-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Heads, in consultation with the Human Resources Director, and as approved by the City Manager, will effect the layoffs.

Reduction in Force

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification as ones proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position, which yields a salary closest to current salary.

Order of Layoff

The order of layoff of career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.

B. Documented disciplinary actions during the preceding twelve (12) months.

C. Seniority (length of service in a career position):

1. in the city
2. in the classification
3. in the department

MV00104890

For employees who are equal in performance and seniority, as established in A-C above, preference will be given to those with proof of honorable military discharge.

Seniority:

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding two (2) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

Other Policies:

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full-time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification said employee was involuntarily transferred from for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

Recall List:

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List except that the names of those employees laid off under Sections A & B under "order of lay off" above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered, to individuals named on the Recall List who at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

Individual names may be removed from the Recall List for any of the following reasons:

A. The expiration of two (2) years from the date of placement on the list.

B. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.

MV00104891

C. Failure to respond within 14 calendar days of mailing a certified letter regarding availability for employment.

D. Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.

E. Request in writing to be removed from the list.

Status on Re-employment:

A career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within two (2) years from the date of his layoff or termination shall be entitled to:

A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.

B. Restoration of seniority accrued prior to and accrued during layoff.

C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.

D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.

In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

Continuation of Benefits:

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

MV00104892

SECTION 4: RECRUITMENT AND SELECTION

4.05 EQUAL EMPLOYMENT GOALS AND POLICIES

In adopting these Rules, it is the goal of the City to employ the most qualified individuals and to achieve excellence in serving the needs of the community. Employment and promotions in the City shall be based upon merit and qualifications and shall be free from political influence and discrimination based upon religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical condition, mental/physical disability, sexual orientation, including gender identity, or political affiliation, unless sex or physical ability is a bona fide occupational qualification.

Although not expressed in the classification specifications or job announcements, all persons applying for or holding any position in the City shall be required to meet the following general qualifications to a reasonable degree: integrity, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work cooperatively with others, willingness and ability to assume and fulfill the responsibilities of the employment, good health, and physical and mental abilities compatible with the work assignment. Where the position requires the driving of a motor vehicle, the applicant or employee must have a valid California Driver's license and is expected to drive the motor vehicle safely. The foregoing general qualifications shall be deemed to be part of the minimum qualifications of each classification specification or job announcement and need not be specifically set forth therein.

No residency requirements shall be enforced by the City of Moreno Valley. Extensive efforts shall be undertaken to make local residents aware of personnel openings, encouraging them to apply for any positions for which they qualify, and providing them with full due consideration. It is the City's intention to create an environment wherein employees will want to live and work in this community.

4.10 PERSONNEL REQUESTS

To initiate the filling of an authorized vacant position, the responsible Department Head shall submit to the Human Resources Director a completed Personnel Request Form containing at least the following information:

A. The classification (job) title;

B. The justification for filling the position, including its budgeted cost code; and

C. The duties, responsibilities and qualifications of the position in accordance with the Classification Plan.

Each request shall be reviewed and approved by the Human Resources Director and the City Manager or designee.

4.15 JOB ANNOUNCEMENTS

Job announcements providing information about the position, its title and pay, its major responsibilities and duties, minimum and other qualifications, where and when to apply, and the last day on which applications will be accepted shall be prepared and distributed

MV00104893

by the Human Resources Department. All positions to be filled will be publicized by posting announcements on the City's official bulletin boards and in such other places deemed advisable by the Human Resources Director. Employees may suggest additional locations.

Notice of open competitive examinations shall generally be posted a minimum of ten (10) working days before the filing deadline for applications unless it is in the best interests of the City to do a shorter recruitment, as approved by the City Manager. Notice of promotional openings shall be posted a minimum of five (5) working days before the filing deadline for applications.

4.20 PERSONNEL APPLICATIONS

Applications for employment, transfer, or promotion with the City shall be made on forms provided by the Human Resources Department. All information required by the application shall be provided and the applicant shall certify as to the truth thereof. Any material false statement or omission on the application shall, absent mitigation, disqualify the application and may be cause for termination or other disciplinary action if the applicant is or subsequently becomes an employee of the City regardless of when the error is discovered. Resumes and other supplementary information may be submitted and attached to the application for consideration, but may not be used as a substitute for the application.

In order to be considered, an application must be received by 4:00 p.m. on the final day of the advertised recruitment period. A late application shall be accepted from a qualified current City employee only under the following circumstances:

A. The employee must submit a written letter to the Human Resources Director accompanied with a completed application for the position at least two working days prior to the first interview or testing phase; and

B. The employee must provide documentation establishing that he or she was absent from work on an authorized leave continuously from the date the position was first posted to the date the application period closed.

4.25 RECRUITMENT

It shall be the City's policy to recruit and hire the best-qualified persons available regardless of religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical/physical condition, sexual orientation, including gender identity, mental/physical disability, or political affiliation, unless sex or physical ability is a bona fide occupational qualification. While recognizing the need for introduction of persons from outside City employment at all levels, the policy of the City is to transfer or promote persons already employed by the City when their qualifications, training, work performance, and work experience are determined to be comparable to applicants from other sources. The Human Resources Director shall recommend to the City Manager whether the recruitment shall be open or promotional, on the basis of assuring an adequate number of candidates with appropriate skills to constitute a competitive merit process.

MV00104894

Except as specifically provided otherwise in these Rules, selection for a position in City employment shall be by one of the following types of examinations.

A. Open Competitive: Examinations which are open to all persons who possess the indicated minimum qualifications as set forth in the job announcement. Applicants for open competitive examinations may, but are not required to, be employees of the City.

B. In-House Competitive: Examinations which are open only to City employees who possess the indicated minimum qualifications as set forth in the job announcement.

C. Temporary Position: Employees may be hired on a temporary basis through either a temporary agency or by the City itself. The City Manager approves these positions. These persons may be hired without competitive examination.

Any variations to these procedures shall be reviewed by the Human Resources Director and approved in writing by the City Manager. The City Manager may select a candidate for Department Head solely based on a review of the applicant's application and/or resume from among those screened by the Human Resources Director as finalists.

4.30 EVALUATION OF APPLICATIONS

Each application shall be reviewed to determine if the applicant satisfies minimum educational experience, type and years of job related experience, certificates or licenses and any other requirements.

Selection techniques shall be impartial and relate to those areas which will adequately and fairly indicate the relative capacity of the applicants to perform the duties and responsibilities of the position to which they seek appointment.

The selection procedure may consist of personal interviews, performance tests, evaluation of work performed, work samples, assessment centers, physical agility tests, other written tests, review and investigation of personal background and references, medical examination, psychiatric examination, or any combination thereof. The Human Resources Director may at his or her discretion include as a part of the examination process, tests which determine whether applicants meet minimum qualifications.

In all examinations the minimum grade or standing for which eligibility may be earned may be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

4.35 CANDIDATES' EXAMINATION INSPECTION

If a selection procedure consists of a written examination, the applicant shall be given written notice of his or her tests results. By appointment with the Human Resources Department, an applicant shall have the right to review his or her own written test within ten (10) working days after the examination results are mailed out. However, no

MV00104895

applicant shall be allowed to examine the test key as part of his or her examination inspection.

Any error in rating or grading shall be corrected if it is called to the attention of the Human Resources Director at the time the applicant reviews his or her examination. Any applicant whose corrected score meets or exceeds the examination's established passing score will be placed on the applicable eligibility list for the position, if one exists. Any correction shall not invalidate an appointment or offer of employment that has been made previously.

4.40 VETERANS POINTS

The final score of a veteran who requests employment preference and submits proof of active duty (such as a DD214) shall receive five (5) additional percentage points, provided that he or she has already met minimum qualifications pursuant to Section 4.30, and attained a passing grade in the examination, if applicable. To be eligible for veterans' preference, the candidate must have received an honorable discharge from the Armed Forces of the United States and served on active duty during a period of war or tension as determined by the Veterans Administration. A disabled veteran, who is currently rated by the United States Veterans Administration as ten (10) percent or more disabled as a result of a service-connected disability incurred on active duty in federalized service during a period of war or tension as determined by the Veterans Administration, who requests employment preference and submits proof of such disability shall receive five (5) additional percentage points, for a total of ten (10) additional percentage points. Such percentage points may be awarded to widows or widowers of veterans upon request for such preference and submission of proof of eligibility.

The provisions hereof, relating to veterans' preference, shall not apply to any promotional examination.

4.45 NEPOTISM POLICY

An applicant for a position who has a relative employed by the City may not be denied the right to file an application for employment and compete in the examination process. Following examination, if the applicant is successfully certified as eligible, he or she may be employed in a department, division, or office in which a member of his or her immediate family is employed. Such employment shall be denied if the Human Resources Director determines that such employment would potentially create a conflict of interest or have a potentially adverse impact on supervision, safety, security, or morale, or if the employee would be in a position where he or she would directly supervisor, or be supervised by, a member of his or her immediate family.

For the purposes of this policy, a "relative" or "immediate family member" shall be defined to include the following: mother, father, sister, brother, spouse, domestic partner, children of domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, niece, and nephew. Step-parents may be included if they are members of the immediate family, depending on the current situation.

MV00104896

When the eligible candidate is refused appointment by virtue of this section, the name of the candidate shall remain on the eligibility list for openings in the same classification, as otherwise provided in these Rules, where no member of the employee's immediate family is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly or indirectly in the recruitment or selection process for a position for which the employee's relative has filed an employment application.

Where two relatives are working in the same department, division, or office at the time these Rules are adopted, or if an event occurs in which a familial relationship is established between two employees who work in the same division or office (i.e. if a marriage results in a spousal or in-law relationship), the relationship shall not be deemed a "prohibited relationship" unless the employees' mutual employment creates a potential conflict of interest or has a potentially adverse impact on supervision, safety, security, or morale, and so long as neither employee is in a supervisory capacity over a member of his or her immediate family.

If, as stated above, a familial relationship exists or is established, the employees may continue in their positions so long as the conditions of a prohibited relationship are not met. If, in the determination of the Department Head, such a prohibited relationship does or would exist, the Department Head shall submit the reasons for his or her determination to the Human Resources Director for review. The Human Resources Director shall have one week to investigate the Department Head's findings and determine if a "prohibited relationship" does exist.

If the Human Resources Director's review confirms that a prohibited relationship exists, he or she shall submit his or her results to the Department Head. At this time, the Department Head shall promptly inform the employees of the City's intention to transfer one of the employees to a vacant position of comparable pay and duties in another City division or office, provided that such a vacant position exists, the transferee is qualified therefore, and no offer of employment to fill the vacant position has been made to another eligible candidate. If a position of comparable pay and duties is not open, but one in a lower classification is vacant, either of the employees may elect to voluntarily demote to the lower position, provided that the vacant position is in another department, division, or office, the employee is qualified to fill the position, and the position has not been offered to another candidate. Any voluntary demotion which occurs as a result of this section shall be in accordance with the provisions set forth in Section 3.35. In the event that a transfer or voluntary demotion is not feasible within the time limit set herein, the affected employees shall decide which of them will resign from City employment.

If a transfer or voluntary demotion is not feasible and neither employee has submitted a letter of resignation three weeks after the determination that a prohibited relationship exists, the Human Resources Director and Department Head shall determine which of the employees shall be terminated in good standing. Regardless of which procedure is utilized, the transfer, voluntary demotion, resignation, or termination in good standing shall become effective one month after the Human Resources Director has concurred with the Department Head's determination that a prohibited relationship has been established. This one-month time limit may be extended up to an additional two months with written approval from the City Manager, provided that personal or organizational considerations mandate such an extension.

MV00104897

Except as hereinafter provided, an employee who has been terminated in good standing because of the operation of this Section, may be reinstated to the position which such employee held at the time of termination, or to a position of equal seniority, status, and pay. In order for the employee to be eligible for reinstatement, he or she must be reinstated to a position in a department, division, or office where a prohibited relationship would not be established (or re-established), the position must be open, and the employee must still meet the qualifications for the position. This right of reinstatement shall be effective only through the ninety (90) days immediately following the effective date of the employee's termination in good standing, and shall take precedence over a right of reinstatement which has been derived from a voluntary resignation in good standing. Commencing on the ninety-first (91st) day after the effective date of the termination, the terminated employee shall have a co-equal right of reinstatement with employees who have voluntarily resigned in good standing, up to an additional nine (9) months.

With the exception of the Human Resources Director's review, as provided in this section, any decision to transfer, voluntarily demote, resign, or terminate an employee in good standing (pursuant to this Section), is not subject to any appeal or grievance procedure.

4.50 DRIVING SAFETY CHECK

A verifiable and acceptable driving record and proof of liability insurance shall be required of each final candidate for employment whose position requires the employee to drive a City vehicle or if the employee receives a vehicle allowance or mileage reimbursement. Verification of acceptable driving records of all employees may be conducted periodically. Driving a City vehicle without possessing a valid driver's license is not permitted and may result in disciplinary action up to and including termination. An employee shall notify his/her supervisor immediately if his/her license~~s~~ expires, is suspended, or revoked.

4.55 ELIGIBILITY LISTS

Lists of applicants to be considered for job openings in a particular classification may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination for an advertised City position and have qualified for said classification. Each such list shall bear an expiration date. The hiring department may appoint any candidate on the eligibility list, provided all candidates with higher rankings have been interviewed. The best qualified candidate, as determined by the hiring manager, on the eligibility list shall be hired.

Non-Management eligibility lists shall remain in effect for six (6) months or until exhausted, whichever occurs first. Management eligibility lists shall remain in effect for three (3) months. An eligibility list may be terminated at any time when less than three (3) eligible candidates remain. The Human Resources Director shall have the right to extend an eligibility list for one or more periods not to exceed in total one (1) year from the original date of certification.

The Human Resources Director may remove a name from an eligibility list for any of the following reasons:

MV00104898

A. If the eligible person accepts an appointment with the City to a career position of the same or higher classification. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.

B. If the eligible person requests in writing removal from the list.

C. If the eligible person fails to respond within ten (10) calendar days to a notification or letter which has been mailed to the person's last address on file with the City.

D. If the eligible person is unable to accept any offered position.

E. If a person on a promotional eligibility list resigned from City employment.

F. If other circumstances, such as conviction of a crime involving moral turpitude or loss of a required license, make the person ineligible.

G. If the eligible person has not been offered an appointment after interviewing for three (3) separately budgeted positions which are to be filled from the same eligibility list.

Placement on an eligibility list does not guarantee employment with the City of Moreno Valley.

If a vacancy exists in a classification for which there is no appropriate eligibility list, the Human Resources Director may prepare a list from one or more existing related lists by selecting names of eligibles from eligibility lists for classifications which are assigned to the same or higher salary range and which have minimum qualifications similar to those of the classification in which the vacancy exists.

4.60 FINAL DECISIONS ON SELECTION

The Department Head or designee shall recommend a final candidate for appointment to a vacant position to the City Manager. All appointments shall be subject to Human Resources Director's review and City Manager final approval before becoming effective. If the selected candidate accepts the appointment and reports for duty within the agreed upon time, the applicant shall be deemed appointed to the position. If the selected candidate does not report to duty within the agreed upon time, the candidate shall be deemed to have declined the appointment. By mutual agreement of the Department Head, the Human Resources Director, and the candidate, the date of the appointment may be changed. Upon the affected employee's written petition, effort shall be made to accommodate current City employees who are or will be on an approved leave as of the date of appointment and thereby unable to report for duty at the designated time.

4.65 PRE-EMPLOYMENT PHYSICAL

Each person accepting employment with the City shall be required pass a pre-employment physical and pre-employment drug test at a City-designated medical facility at City cost before an appointment to such employment becomes effective. This Section

MV00104899

shall also apply to changes of employment within the City when the new position places substantially more physical demands upon the employee.

4.70 EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with law and with regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City of Moreno Valley requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States.

4.75 PROBATIONARY PERIOD

The first six (6) months, or any duly extended longer period, of all new and promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional six (6) months, at the discretion of the City Manager. The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original six (6) month probationary period. Such a decision shall not be appealable or grievable.

An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in these Personnel Rules. Before an employee may promote, they must first successfully complete original probation.

Crossing Guards shall be required to serve a 650-hour probationary period after becoming regular crossing guards. At the end of a successful probationary period, Crossing Guards shall become eligible for a merit pay increase. An Alternate Crossing Guard shall be deemed "at will/part-time" regardless of the number of hours worked.

4.80 CRIMINAL CONDUCT – INELIGIBILITY FOR EMPLOYMENT

Except as otherwise hereinafter provided, no person convicted of a misdemeanor involving moral turpitude or a felony shall be eligible for employment in the service of the City; however, the City Manager may disregard such conviction if he/she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction.

Only the City Manager, Employee Relations Officer, City's Attorneys, Human Resources Director, and other Human Resources staff are authorized to have access to the "State

MV00104900

Summary Criminal History Information" as provided for in Section 11105 of the Penal Code of the State of California.

4.85 FINGERPRINTING

To facilitate the City's ability to perform complete background checks on its employees, new City employees will be fingerprinted and their backgrounds researched to ensure that there is nothing which would hinder their ability to perform their job satisfactorily or create any unnecessary liability for the City.

4.90 RESIGNATION

Employees who desire to terminate their service with the City shall submit a written resignation to the Department Head at least two weeks prior to the effective date of the resignation. Failure to comply with this requirement may be cause for denying future employment with the City.

4.95 REHIRE

Any career employee who voluntarily or involuntarily resigns or separates and is later rehired, may forfeit all previous seniority and benefits and does not need to be rehired at his/her former classification or pay level, except in the case of lay-off. The rehired employee may be considered the same as a new hire. With approval of the City Manager, a former employee who is eligible for rehire may be rehired by appointment rather than competitively, but may still be placed on six months probation upon return. However, if an employee voluntarily separates from the City and is subsequently rehired by the City within one calendar year of his/her employment separation date, the employee's benefits will be the same as when the employee separated and the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

MV00104901

SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS

5.05 SALARY AT APPOINTMENT

Except as otherwise stated in this Section, all new employees shall be appointed at the 'A' Step of the salary range for the position. When the proposed employee's education, training, experience, and current salary are deemed superior and justify a higher starting salary, the Department Head may offer employment up to the 'C' Step of the salary range without obtaining City Manager approval.

If the Department Head recommends appointing the employee at a pay level above the 'C' Step, City Manager approval must be obtained prior to making an offer of employment. All final appointments are subject to City Manager approval, regardless of the pay level at which the employee is appointed.

When hiring new Department Heads, the City Manager may authorize certain added incentives to aid in the recruitment process. Some added inducements might be the authorization of a moving allowance, additional Annual Leave, educational expenses, etc. Such incentives may be authorized only if in conformance with a written policy, adopted by resolution of the City Council.

5.10 EMPLOYEE PERFORMANCE EVALUATION

The Performance Assessment Review (PAR) is the employee performance evaluation tool. Regular reports on forms prescribed by the Human Resources Director shall be made as to the efficiency, competency, conduct, and merit of all employees appointed by the City Manager. Performance evaluations are required to be given at the following times: three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date. An employee who received a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months. Any decision to extend an employee's probationary period must be made prior to the expiration of the original probationary period. Any evaluation which warrants a merit increase but is not completed by the designated review date shall be retroactively paid back to that review date. In addition to those occasions referenced by this Section, a supervisor may render a performance evaluation when performance issues arise, whether positive or negative; when there is a change in assignment; and/or when there is a change in supervisor or management.

During the performance evaluation meeting, the employee and supervisor shall review and discuss the employee's significant accomplishments, training, problem or improvement areas, and future development and objectives. After reviewing the job descriptions, duties, and any established performance standards for that position, an evaluation shall be made by the supervisor as to whether the employee's performance meets City standards. An explanation must accompany any unacceptable or conditional judgment. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. Based upon the Performance Assessment Review, the supervisor may make appropriate recommendations regarding a possible merit increase, or other action.

MV00104902

The employee shall have the right to attach a written response to the corresponding performance evaluation in his or her personnel file. This response must be made within ten (10) working days of receiving the evaluation.

If a career employee's written objection to his/her evaluation is concurred with by the Department Head, the evaluation may be revised accordingly. If there is no denial of merit increase nor an overall below-City standard rating, the Department Head's decision shall be final and conclusive with regard to the validity of the objection.

If a career employee is not in agreement with a performance evaluation which results in an overall below-City Standard rating (other than one which results in denial of a merit increase or in any other direct monetary detriment to the affected employee), the employee may, within ten (10) working days after receipt of the evaluation, request a review of such evaluation by his or her Department Head. If the employee is not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receipt of the determination of the Department Head, request a further review by the City's Human Resources Director, whose decision shall be final and conclusive.

If a performance evaluation results in a denial of a merit increase or in any other direct monetary detriment to the affected career employee, the employee may, within ten (10) working days after receipt of the evaluation, request a review thereof by his or her Department Head. If not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receiving the determination of the Department Head, request a further review of the evaluation by the City's Human Resources Director, whose decision shall be final and conclusive.

In either of the foregoing situations, if the career employee's Department Head prepared the evaluation in question, the employee may omit review by the Department Head and proceed directly to the next level of review by the Human Resources Director.

Probationary employees may attach written responses to their probationary evaluations and submit them to the Department Head for consideration, however, such employees have no appeal rights.

The employee and supervisor must sign and date the report. If the employee refuses to sign the report, the supervisor shall note this fact and any circumstances surrounding the employee's refusal on the Performance Assessment Review. Copies of the Report shall be distributed to the employee, the Department Head, and the Human Resources Department.

5.15 PROGRESSION ON MERIT PAY

A. Career Full-time and Career Part-time Employees shall earn merit pay increases based on meeting or exceeding satisfactory performance of duties in the overall rating rather than simple longevity, as follows:

1. Normal Progression

From the date of employment until the successful conclusion of the probationary period, no merit pay increase shall be granted. At the end of

MV00104903

a successful probationary period, the employee shall become eligible for a merit pay increase provided that the employee's overall performance has satisfactorily met City Standards. Thereafter, eligibility for merit pay increases shall occur at 12-month intervals provided the employee's performance is satisfactory, until such time as the employee reaches the top of the salary range available for his or her position. Employees must achieve an overall "meets job requirements" to be deemed as having met City Standards. An employee who receives an overall performance rating less than "meets expectations" will not receive a merit increase. An employee who receives a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months.

2. Promotional Progression

From the date of promotion until the successful conclusion of the probationary period, no merit pay increase may be granted. When an employee is promoted to a classification with a greater salary range, his or her salary increases to an appropriate salary step within the salary range of the new position. An employee who is promoted shall be compensated at the pay level within the new salary range which is the lesser of five (5) percent higher than the pay level he or she held in the previous salary range or the top of the salary range for the new position.

All promoted employees who successfully pass their promotional review period are eligible for a step merit pay increase within the salary range of their position, again provided satisfactory performance is achieved. A promoted employee is eligible for another merit pay increase, annually thereafter, from the date of the promotional review until their salary reaches the top of the salary range.

B. Temporary and Seasonal Employees It is the policy of the City of Moreno Valley to grant a merit pay increase to temporary employees after the first 1,000 hours of service, provided the performance is satisfactory. The next increase would occur after completion of 3,000 hours, as long as performance remained satisfactory, and every 2,000 hours thereafter, until such time as the employee reaches the top of their salary range. If a merit increase is warranted, it will be based on an abbreviated evaluation form similar to the one used during probation for a career employee. A temporary or seasonal employee may receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire and may be evaluated more frequently at the discretion of the supervisor. This performance evaluation may also be used as a basis for considering salary in the event the employee is rehired.

C. All Crossing Guard employees who have successfully completed training shall become eligible for a merit pay increase. Regular Crossing Guards shall become eligible for a second merit pay increase upon completion of six hundred and fifty (650) hours of service; and shall then be eligible for merit adjustments once in each succeeding period of thirteen hundred (1,300) hours of continuous service, provided that performance meets City standards.

MV00104904

SECTION 6: ATTENDANCE AND HOURS OF WORK

6.05 WORKWEEK AND OVERTIME

For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the workweek for City employees shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. For any illness or emergency absence from work, the employee must notify the supervisor within the first half hour of normal reporting time when possible.

6.06 OVERTIME COMPENSATION

Overtime compensation shall be provided to City employees as follows:

A. Executive Management, Division Management, and Professional/Administrative/ Management Employees are salaried employees and shall not receive overtime compensation. Employees in these categories shall receive administrative leave hours, as specified in Section 7.25.

B. Non-Exempt and Part-time Employees may receive overtime compensation in the form of paid time or compensatory time-off, at a time-and-one-half rate. The choice of compensation method is the employee's. Employees in these categories may accrue compensatory time to a maximum cap of 120 hours. The City Manager may allow accrual beyond the maximum if circumstances warrant. Overtime will be paid for hours worked in excess of 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA). In addition, career employees will be compensated with overtime for any hours actually worked in excess of 9 hours in a workday for those on a modified schedule or 8 hours in a workday for those on a regular schedule. Part-time Career Employees must use the 9-hour workday for overtime. Career employees will also receive overtime pay for hours worked on a City designated holiday or for a "Call Back" or "Call Out" as described in sections 15.05 and 15.10. All overtime worked must be pre-approved by the employee's manager.

C. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under these Rules. This in no way limits or caps paid overtime.

For Non-Exempt positions, which do not meet one of the FLSA exemption categories, overtime hours worked shall be compensated for time actually worked in excess of 40 hours in a workweek. In addition, and in accordance with the MOU, Career Non-Exempt employees shall be compensated for time actually worked in excess of 9 hours in a workday and/or 40 hours in a workweek for those employees on a modified work schedule or 8 hours in a workday for those on a regular work schedule. A paid holiday shall count as time labored towards the 40-hour workweek for the purposes of overtime compensation. Annual Leave, or compensatory time will not be included as time worked for purposes of calculating overtime.

Overtime for all Non-Exempt employees shall be compensated in one of the following two ways:

MV00104905

A. As paid time at the one-and one-half rate of pay; or

B. As compensatory time as accrued at the one and one-half rate of pay.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e. paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. If the supervisor requires that a particular employee perform the overtime, yet they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. Compensatory time accumulated under these Rules and Regulations is vested time and must be utilized or paid in conjunction with termination of employment.

6.08 COMPLIANCE WITH FAIR LABOR STANDARDS ACT

The City is committed to complying with the Fair Labor Standards Act and therefore prohibits improper deductions from FLSA exempt employees' pay. The City will promptly remedy any violations of this policy by reimbursing an affected employee for any amounts which have been improperly deducted from the employee's pay.

Any employee who believes that an improper deduction has been made from his/her pay should submit a complaint to the Human Resources Department as soon as possible. The Human Resources Department shall promptly investigate the complaint and render a written decision as soon as is reasonably possible. If the complaint is determined to be justified, the employee shall promptly be reimbursed in the amount improperly deducted. The City shall thereupon restate its good faith commitment to future compliance with the Fair Labor Standards Act.

6.10 NO GUARANTEE OF HOURS

Nothing contained in these Rules shall be construed to constitute a guarantee of minimum hours of work per day or per work week or of days of work per work week, provided that when reasonably possible at least 14 calendar days advance notice shall be given to each employee whose work hours are to be reduced. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a reduction-in-force.

6.15 STAND-BY AND CALL-BACK POLICY

Policies relating to stand-by and call-back duty shall be established by the City Manager. (*For more information on stand-by and call-back requirements and compensation, see Section 15.)*

6.20 TIME SHEETS

All City employees must complete time sheets showing hours worked and leave taken. Salaried employees are not subject to having their pay reduced for less than 8 hour increments when no other authorized leaves are available to them. The City may make deductions from paid leave accruals for periods of less than 8 hours. Time sheets must

MV00104906

be signed by the individual employee, the employee's supervisor, Division Manager and, where required, Department Head. Time sheets will be reviewed and audited by the Finance Department. Notice of any correction(s) to the time-sheet will be sent to the employee and the Department Head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after the notice of correction has been given to the employee. Unresolved matters may be taken to the Human Resources Director for a final determination.

6.25 CONSTRUCTIVE RESIGNATION

An employee who is absent, without authorized leave, for three (3) or more consecutive work days is deemed to have resigned. If the Department Head, with the concurrence of the Human Resources Director, determines that extenuating circumstances exist, the resignation may be rescinded, in which case, absence may be covered by leave, with or without pay, if so approved by the Department Head.

6.30 LUNCH AND BREAK POLICY

Employees may take one break in the morning (before 11:00 a.m.), and one in the afternoon (after 2:00 p.m.). Break periods shall not exceed fifteen (15) minutes each. One paid break period is allowed for each 4-hour work period. Part-time employees are not entitled to a paid break unless they work longer than four hours.

Lunch periods shall be at least thirty (30) minutes, but no more than sixty (60) minutes per day. Employees are expected to conform their lunch hours in accordance with department schedules. As department schedules may not permit all employees to take lunch between 12:00 noon and 1:00 p.m., the Department Head may authorize staggered lunch periods throughout the late morning and afternoon. Part-time employees must work six or more consecutive hours to receive an unpaid 30-minute lunch break. If the part-time employee is alone, he/she may be authorized to eat at the work-site on paid time.

An employee who takes a break from his/her normal work station to smoke is using part of the 15-minute break. Employees in transit in the conduct of City business while smoking does not constitute a smoke break.

Break and lunch periods may be taken only in the time period for which they are designated and may not be accrued. Extenuating circumstances, as determined by the immediate supervisor, may establish cause for variation from the scheduling of break and lunch periods.

Salaried employees are expected to conform generally to the established standard for all employees. Although flexibility is provided for salaried employees to exercise judgment in maintaining their work schedule, this schedule should not be to the detriment of work production.

MV00104907

SECTION 7: LEAVES

7.05 HOLIDAY PAY AND HOLIDAY LEAVE

Days designated as legal holidays by the City Council are 11 holidays as follows:

New Year's Day (January 1), Dr. Martin Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veteran's Day (November 11th), Thanksgiving (4th Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24th), and Christmas Day (December 25th).

Effective July 10, 2009, career full-time and career part-time employees receive holiday pay for all working hours scheduled to be worked on a holiday. If the holiday occurs on a day the employee is normally scheduled off, e.g. Friday, Saturday, Sunday or a WSR day, then the hours are recorded in the employee's accrued holiday leave bank, and the employee may request to use the banked holiday leave time like paid Annual Leave. However, when a holiday occurs on a Friday, Saturday or Sunday, the City may designate another day during the work week as an observed holiday. Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, i.e. 8 hours when on a 5/40, 9 hours when on a 4/36, 8 hours when on a 9/80, or 10 hours when on a 4/10 work week schedule. Career part-time employees accrue holiday leave time on a prorated basis. Accrued holiday leave time hours remain in the employee's holiday bank until used, without risk of forfeiture.

Temporary employees do not get paid or accrue holiday leave time.

7.10 ANNUAL LEAVE

In lieu of accruing separate banks of floating holiday, vacation, sick hours, and administrative leave time where applicable, employees will accrue annual leave. Effective December 14, 2007, accrued vacation banks for current employees will be converted to annual leave on an hour-for-hour basis.

Annual Leave Usage

Some of the appropriate uses of this leave time include the following:

A. To provide recuperation time for an employee incapacitated due to illness, injury, or other medical disability;

B. To allow for the quarantine of an employee exposed to a contagious disease which results in the enforced quarantine of an employee in accordance with public health regulations;

MV00104908

C. To attend to the urgent health needs of immediate family members;

D. To attend medical or dental office appointments;

E. To enable employees to conduct important personal business during normal working hours;

F. To provide time for periods of rest and relaxation; or

G. In other instances consistent with all existing Rules and Regulations as authorized by the employee's Executive Manager or representative.

When personal emergencies or situations of personal necessity arise, annual leave may be granted over the telephone within 30 minutes of start time unless special and extenuating circumstances prohibit employees from calling in, but the caller must identify the specific reason for the emergency or necessity and follow up with a written request. Employees are encouraged to accrue annual leave balance as a protection against the adverse affects of short- or long-term absences due to a major illness or injury.

Minimum Use: During each calendar year, each full time career employee shall use at least 80 hours of annual leave. Part-time career employees are required to use forty (40) hours of annual leave. Further, employees are urged to retain a reasonable bank of annual leave in case of unexpected illnesses or injuries to either themselves or family members.

All employees shall generally make a request for said leave to the executive manager in sufficient time to plan work schedules. Consequently, executive management is responsible for planning work schedules to allow each employee to take that leave each calendar year and each employee is responsible for using it. Failure to use the minimum required hours of such leave shall result in City Manager review of the circumstances surrounding such failure. Failure to follow the minimum usage may result in disciplinary action if conditions warrant.

Paid annual leave shall continue to accrue in accordance with the provisions during any authorized period of leave with pay. All annual leave shall be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is assigned.

If an employee needs to be absent from work on a given day due to any unexpected reason, he/she must notify the supervisor by telephone within the first half hour of normal reporting time or earlier if possible.

Reporting Annual Leave: The reporting of the use of annual leave should normally be in increments of a quarter of an hour for non-exempt employees and

MV00104909

quarter of an hour increments for exempt employees will be used whether the employee works a full or partial day.

Physician's Certificate: An employee absent on unscheduled annual leave in excess of three (3) consecutive working days due to illness or injury, may be required by his/her executive manager to submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. The executive manager may also require a written statement that such employee is able to resume his/her normal duties. Management must list reasons for requesting the doctor's excuse for annual leave of less than three (3) consecutive working days. An employee may be placed on medical certification in instances when leave has not been pre-approved and the employee has exceeded the minimum use requirement for Annual Leave.

Leave Donation: Up to 24 hours of annual leave may be voluntarily donated from one employee to another out of a humanitarian need when the recipient employee has no leave accrued per approval by the Human Resources Director. No more than 480 total hours of leave may be donated to an individual employee.

Annual Leave Accrual

Annual leave time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year. Each career employee shall have annual leave time accrue for each pay period starting from the first day of probationary appointment. Accrual rates are based on years of service.

Employees shall receive annual leave benefits on a pro-rata basis, calculated by the number of hours paid as a percentage of a forty (40) hour workweek, including any WSR. Employees, as outlined in the City's Benefit Plan, shall receive annual leave accruals as follows:

A. Executive Management Employees shall earn 11.39 hours of annual leave per pay period of service (approximately 296 hours per year). This accrual shall extend to 12.93 hours per pay period (approximately 336 hours per year) at the beginning of the sixth year and extend to 14.47 hours per pay period (approximately 376 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave. Once an employee reaches this cap, annual leave accruals will be suspended.

B. Division Management Employees shall earn 10.47 hours of annual leave per pay period of service (272 hours per year). This accrual shall extend

MV00104910

to 12.01 hours per pay period (approximately 312 hours per year) at the beginning of the sixth year and extend to 12.93 hours per pay period (approximately 336 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave including grandfathered amounts. Once an employee reaches this cap, annual leave accruals will be suspended.

Division Management Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 13.55 hours per pay period (approximately 352 hours per year), and may accrue up to 1,664 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

C. Professional / Administrative shall earn 9.70 hours of annual leave per pay period of service (252 hours per year). This accrual shall extend to 11.24 hours per pay period (approximately 292 hours per year) at the beginning of the sixth year and extend to 12.16 hours per pay period (approximately 316 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave including grandfathered amounts. Once an employee reaches this cap, annual leave accruals will be suspended.

PAM Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 12.77 hours per pay period (approximately 332 hours per year), and may accrue up to 1,664 hours of annual leave.

PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.

D. Non-Exempt Employees shall earn 7.39 hours of annual leave per pay period of service (approximately 192 hours per year). This accrual shall extend to 8.93 hours per pay period (approximately 232 hours per year) at the beginning of the sixth year and extend to 9.85 hours per pay period (approximately 256 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the annual leave accrual rate as a recruitment tool. Employees in these categories may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave. Once an employee reaches this cap, annual leave accruals will be suspended.

Non-Exempt Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 10.47 hours of annual leave per pay period (272 hours per

MV00104911

year), and may accrue up to 1,664 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

E. Seasonal Employees/Crossing Guards with Leave Accruals shall accrue annual leave at a rate determined by their program agreement or contract.

Temporary Employees shall not normally accrue paid annual leave, but may take leave without pay as approved by their supervisors.

7.15 GRANDFATHERED LEAVE BALANCES

Prior Sick Time Accruals: Employees shall retain all existing sick leave hours accrued prior to the enactment of this policy on December 14, 2007. Such accrued sick leave hours shall be referred to as Grandfathered sick leave balance and are considered Frozen Sick Leave hours. Although sick leave will no longer continue to accrue for employees, an employee's frozen sick leave balance will be available for use in the event of a illness or injury, which qualifies for disability. These frozen sick leave hours can be used for baby bonding or family member's illnesses or injuries, if the employee is on approved FMLA leave.

This Grandfathered sick leave balance shall be available for cash out upon separation at a rate of 40% of the accrued balance for full time employees and 20% for part time employees. The remaining balance will be converted to PERS service credit for retiring employees. Separating employees will forfeit the remaining balance.

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90% PERS Service Credit with 10% Cash Out
4. 100% PERS Service Credit with 0% Cash Out

Grandfather Clause: Sick leave balances as of 9/22/92 for Executive Management and Division Management employees shall be available for cash out upon retirement at a rate of 60% of the accrued balance and 40% towards PERS service credit. When sick leave is taken, the hours last accumulated shall be utilized first. Employees not retiring under the City's CalPERS contract benefits at the time of employment separation shall forfeit 40% of their frozen sick leave. An employee absent for three consecutive working days due to illness of injury may access their frozen sick leave bank if they submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. Further, the employee is to complete the Leave of Absence Request Form and attach it to the physician's certification before submission to their supervisor and executive manager for approval.

MV00104912

Converted Vacation, Holiday, Floating Holiday, and Admin Leaves: Balances converted to annual leave will be cashed out upon separation at the 100% rate in effect prior to the enactment of this policy. When annual leave is taken, the hours last accumulated shall be utilized first.

Effective one time only, at the time of conversion to Annual Leave, total hours in excess of 1384 shall be excluded from the 1664 hour annual leave cap.

The beneficiary on file of an employee who has died while actively employed by the City may receive a 100% cash out of the employee's accrued sick leave.

7.20 ANNUAL LEAVE CASH OUT UPON SEPARATION AND RETIREMENT

Separation from the City

Employees separating from the City are entitled to payment for 100% of their unused accrued annual leave balance.

Retirement from the City

Employees retiring from the City are entitled to payment for 100% of their unused accrued annual leave balance.

No compensation for annual leave will be awarded to current City employees until they terminate or retire.

Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15.

7.30 BEREAVEMENT LEAVE

Employees shall be allowed to utilize four (4) days of bereavement leave in the event of the death of an immediate family member. Immediate family in this instance shall be defined as mother, father, spouse, domestic partner, natural/step-children, children of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild. Step-parents may be included if they are currently members of the immediate family.

Employees will be allowed Annual Leave to be taken and/or advanced, if needed, up to ten (10) days in length in addition to bereavement in the event of a death in the employee's immediate family (parent, spouse, child, domestic partner, step-child, child of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild). Step-parents may be included if they are currently members of the immediate family.

MV00104913

7.35 JURY DUTY AND WITNESS LEAVE

No employee shall be dismissed or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this Section. An employee called to serve as a juror or witness shall notify his or her supervisor at least one (1) week prior to the commencement of such service, unless extenuating circumstances exist.

Any employee of the City called as a juror or witness shall be entitled to be absent from his or her duties with the City shall receive their regular salary limited to one-hundred (100) hours each year for each of the following types of jury service: local and federal. This could be expanded, dependent on an unusual situation, which is subject to the approval of the City Manager. The employee shall obtain a jury calendar or assignment sheet weekly during such service. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or commissioner and shall deliver this sheet to his or her supervisor at the end of each week to verify jury duty or witness service.

If a career employee on an alternative work schedule is summoned for jury duty, the Department Head or designee shall convert the employee's usual work shift to a regular five (5) day, Monday through Friday shift basis. A career employee required to serve on jury duty shall be entitled to his or her regular rate of pay, provided the employee deposits any fees for service, excluding mileage, with the City. A crossing guard, temporary, seasonal, or emergency employee called for jury duty will not be compensated for time lost while on jury duty, but shall be entitled to retain his or her jury fees.

Any employee required to be absent from work on behalf of the City by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at his or her regular rate of pay, provided that any fees, except mileage, are deposited with the City. A non-exempt employee required to be present as a witness in any other matter shall not be entitled to be paid during such absence. An exempt employee will be paid his/her regular rate of pay whenever required to provide testimony under oath in any proceeding related to City matters.

An employee who is released by the court from jury duty on any regularly scheduled work day shall contact his or her supervisor to find out whether he or she is required to return to work. An employee who is scheduled for stand-by duty while serving on jury duty shall be rescheduled for stand-by duty after the conclusion of jury duty, unless the employee agrees to serve both.

7.40 PREGNANCY DISABILITY LEAVE

Pregnancy disability leaves of absence shall be granted to employees medically disabled by pregnancy, childbirth, or related conditions, provided such leave shall not exceed four (4) months. At the commencement of a pregnancy disability leave of absence, employees will use accrued Annual Leave and/or compensatory time off, as well as disability pay, and thus, continuing to receive pay. City pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies except as modified herein. The use of accrued time-off shall not extend the length of the leave. The authorized absence is only for the duration of the disability up to four (4) months.

MV00104914

When an employee is on pregnancy disability leave, the City shall continue payment of benefit premiums for the employee and her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. If an employee files for disability, a doctor's certification is required. When the employee is no longer disabled, she may no longer continue pregnancy disability leave. Annual Leave shall not accrue during a pregnancy disability leave of absence unless the employee is continuing to receive pay by utilizing accrued Annual Leave or compensatory time off. Employees on pregnancy disability leave may also be eligible for benefits under the City's Disability Program. Employees must file a claim in order to receive these benefits. Forms are available from the City's Human Resources Department.

Any employee who takes a pregnancy disability leave of absence shall have her anniversary date extended by the same length of time as the unpaid portion of the maternity leave. For purposes of this section, paid portions of pregnancy disability leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy disability leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

A request for a pregnancy disability leave of absence should be submitted by the employee as soon as feasible after the employee learns of her pregnancy. The employee must provide a written statement from her physician indicating the date the physician believes the leave of absence should begin and the estimated date of birth. The City may require a pregnant employee who wishes to continue working to provide a physician's statement approving the continuance of her current work duties.

Before returning to work following a pregnancy disability leave of absence, the employee shall submit a physician's verification stating the employee's ability to return to work. Unless the leave is otherwise extended, at the end of the four (4) month pregnancy disability leave period the employee shall be required to return to work full time. If approved by the employee's physician, the Department Head and the Human Resources Director, the employee may choose the option of returning to work prior to the conclusion of the four (4) month period on either a full-time or part-time basis and receive pro-rated benefits.

Up to an additional two (2) months of pregnancy disability leave may be granted for medical reasons if the employee's physician provides a written statement indicating the employee's inability to perform her duties or any feasible "limited duties." Such an extension of pregnancy disability leave is subject to the approval of the City Manager whose decision is final and conclusive. Nothing herein shall guarantee an extension beyond the standard four (4) months of leave.

An employee may take both pregnancy disability leave and subsequently State family care and medical leave to be with a newborn. The employee is entitled up to four (4) months of pregnancy disability leave, plus an additional twelve (12) weeks using the State family care and medical leave provisions.

MV00104915

7.45 FAMILY CARE AND MEDICAL LEAVE

Leaves of absence shall be granted to employees who have full-time career service with the City during the previous 12-month period, for the reason of childbirth, adoption, foster care, parental care, serious family illness, or for an immediate family member or the employee's own serious health condition, provided such leave shall not exceed twelve (12) weeks of leave in a twelve (12) month rolling period. When both parents are employed by the City, the two employees are only entitled to receive a combined twelve (12) weeks for the birth, adoption, or foster care of a child.

At the commencement of a family leave of absence, employees may first use all Frozen Sick Leave, and then any other accrued leave available, such as accrued Annual Leave or compensatory time off and, thus, continue to receive pay. Pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies governing leave without pay, except as modified herein. The use of accrued time off shall not extend the length of the leave.

The City requires the following information on a certification of the need for this leave:

A. The date on which the serious health condition commenced.

B. The probable duration of the condition.

C. In the case of caring for a family member, an estimate of the amount of time the employee needs to care for the individual.

D. That the serious health conditions warrant participation of a family member to provide care during the period of treatment.

In the case of an employee's own serious health condition, if the employee is unable to perform the functions of his or her position, the City can seek second and third opinions at its cost.

A serious health condition means an illness, injury, or impairment, or physical or mental condition that involves one of the following: hospitalization; absence of three (3) days plus treatment; pregnancy; chronic conditions regarding treatment; permanent/long term conditions requiring supervision; or multiple treatments (non-chronic conditions).

When an employee is on unpaid family leave, the City shall continue payment of benefit premiums for the employee and his/her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. Annual Leave shall not accrue during a family leave of absence unless the employee is continuing to receive pay.

An employee who takes a family leave of absence shall have his/her anniversary date extended by the same length of time as the unpaid portion of the family leave. For purposes of this section, paid portions of family leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a family leave of absence while on probation, his/her probationary

MV00104916

period shall be extended the same length of time as the family leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance. Family leave shall not constitute a break in service for purposes of longevity or seniority.

The employee should request a family leave of absence by submitting the proper form to his/her supervisor, signed by the Department Head, concurred by the Human Resources Director, and approved by the City Manager. Forms may be obtained in the Human Resources Department. For a more detailed understanding of this policy, the employee should read the complete family leave policy in the City's Administrative Policy Manual.

Employees may take 40 hours of Annual Leave per school year to consult with the school teachers or counselors of children, step-children, or children of domestic partners, or to attend their school activities. This time is to be taken against any leave accruals except sick leave. If no accrual is available, leave without pay may be used. As this is State law, supervisors must approve this leave up to 40 hours annually per child. The employee must provide evidence of this school appointment. Supervisors need not approve more than eight (8) hours in a month.

7.50 LEAVE OF ABSENCE WITHOUT PAY

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay, if such leave has been authorized by the proper authorities.

This section is designed to grant special requests for leaves of absence without pay that are not specifically addressed in either the military leave, FMLA, or pregnancy disability leave sections of these Personnel Rules.

A leave of absence without pay must be approved by the appropriate Executive Manager. Leave without pay in excess of one week shall also require the approval of the Human Resources Director. No leave of absence without pay shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No leave of absence without pay pursuant to this Section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee. The supervisor may require leave without pay in the event an employee is late for work or misses work without valid approval. In this case the supervisor would annotate the employee time sheet with leave without pay for the absent time.

An employee on a leave of absence without pay shall not receive compensation on accrued Annual Leave. After thirty (30) consecutive working days on a leave of absence without pay, contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits, which may not be so continued. Any employee requesting a leave of absence without pay shall utilize all of his or her accrued compensatory time off or Annual Leave prior to the start of the leave without pay.

MV00104917

Any employee who takes a leave of absence without pay for more than 30 work-days in a calendar year shall have his or her anniversary date extended by the same length of time as the leave without pay. If an employee takes a leave of absence without pay while on probation, his or her probation period shall be extended the same length of time as the leave without pay. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved leave of absence without pay, the employee shall be reinstated to the position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the leave of absence without pay shall constitute job abandonment and will result in dismissal.

It is the responsibility of the employee to submit a written request for a leave of absence within two weeks before such leave would begin stating the reason for the request, the date such leave will begin, and the duration of the leave. A "Leave of Absence Request" form and a "Payroll Action Form" must also be completed. Failure of an employee to apply for leave of absence and complete all necessary forms will be considered to be absent without leave, and all City-paid benefits will be terminated. Any unauthorized absence of an employee from duty shall be deemed to be absent without pay and may be cause for disciplinary action. Failure to report for work or call in for three (3) consecutive workdays shall be considered a voluntary resignation.

7.55 MILITARY LEAVE

Military Reserve Leave shall be granted under the provisions of State Law, which, in pertinent part at the present time, defines military reserve leave as: "military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days in a fiscal year, including time involved in going to and returning from the duty, but not for inactive duty (for training) such as scheduled reserve drill periods."

For the purposes of this Section, "active military training" shall be defined as a period of training (i.e. encampment, naval cruises, special exercises, or like activities) that normally occurs once a year over a two-week interval. "Inactive duty for training" and "scheduled reserve drill periods" shall be defined as the weekend periods of training that are scheduled once a month. Such weekend drills do not conflict with normal working hours within the City.

Employees must submit a copy of military orders to their Department Head and the Human Resources Director prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates.

Employees shall receive their full regular pay during the first thirty (30) calendar days of "military leave" in any one fiscal year. After the first thirty (30) days of military leave in a fiscal year, employees will continue to receive the same compensation less any military pay up to one year during the period of active military leave.

MV00104918

Employees on a military leave of absence shall receive the same Annual Leave and the same rights and privileges to promotions, continuance in office, employment, reappointment to office, or reemployment that they would have enjoyed had they not been absent there from. Contributions to retirement, and medical and dental plans that are not otherwise provided by military coverage during active duty, shall be continued until the employee is reinstated, provided that the period of ordered duty does not exceed three (3) years.

Except for probationary employees, an employee's anniversary date shall be extended if his or her military leave of absence is in excess of thirty (30) days per fiscal year. If an employee's military leave of absence exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as his or her leave of absence, minus the first thirty (30) days (i.e. if the employee's military leave of absence is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee is required to perform military reserve duties while on probation, his or her probationary period shall be extended the same length of time as the military leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

The City shall reinstate those employees returning from a military leave of one year or less to the position they occupied prior to taking a military leave of absence or to a position of comparable seniority, status, and pay, if such position exists, upon presentation of a certificate of satisfactory completion of service and if such employees are qualified to return to their former positions. If no such comparable position exists, the employee shall have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken a temporary military leave of absence.

Any employee who, in time of war or national emergency as proclaimed by the President or Congress, is ordered by the military to active duty, shall have a right, if released, separated, or discharged under conditions other than dishonorable, to return to his/her former classification within one year after termination of his/her active service with the armed forces, but not later than six (6) months after the end of the war or national emergency. (See Government Codes 395.1, 146, and 395.05.)

7.60 ON-THE-JOB INJURIES AND WORKERS' COMPENSATION COVERAGE

All injuries and illnesses arising out of, and in the course and scope of employment with the City, including first aid injuries, shall be reported immediately to the appropriate supervisor. The supervisor, upon receiving notice of the accident, shall be responsible for (1) giving the injured employee an "Employee's Claim For Workers' Compensation Benefits" (DWC-1) form within twenty-four (24) hours; and (2) immediately notifying the Risk Management of the accident in accordance with Labor Code provisions. The Risk Management shall be responsible for completing an "Employer's Report of Occupational Injury or Illness (form 5020)."

An employee incapacitated on account of an injury or illness arising out of and in the course and scope of employment may be entitled to:

A. Medical care to cure the injury;

MV00104919

B. Rehabilitation services necessary to return to work; and

C. "Temporary disability" payments in lieu of lost wages, commencing three (3) days after the injury occurs.

If an occupational injury or illness is severe and requires immediate medical attention, first aid should be rendered and medical treatment should be obtained at the closest City-designated medical treatment facility. For severe accidents occurring outside the City limits, medical treatment should be obtained at the closest medical facility. Use of paramedic services is automatically authorized if the injury is life threatening.

In the case of an occupational injury that requires medical attention within the first twenty-four (24) hours or develops symptoms after the first twenty-four (24) hours following the injury, the employee shall immediately notify his or her supervisor and the employee's supervisor shall notify the Risk Management. If the employee has not submitted a properly completed "Employee Notification of Personal Physician" form to the Risk Management for treatment of job-related injuries, all medical treatment shall be provided through the City's designated medical service providers for the first thirty (30) days after the date of the injury. If the employee has submitted a properly completed "Employee Notification of Personal Physician" form to the Human Resource Department for treatment of job-related injuries, an appointment may be scheduled with the employee-designated medical service provider. The employee shall notify the Risk Management prior to scheduling the appointment, if he or she has chosen to be treated by an employee-designated medical service provider.

A career employee who is disabled by injury or illness arising out of and in the course and scope of his or her duties shall suffer no loss in City pay or accrued Annual Leave for the first three (3) days of absence from work because of such disability. If a career employee's absence persists in excess of three (3) days, the employee may be eligible for "temporary disability" payments. State law shall determine the "temporary disability" payment an employee can expect to receive from Workers' Compensation Insurance. City policy allows for career employees incapacitated by reason of an injury or illness arising out of and in the course and scope of his or her employment to receive fully paid Workers' Compensation Leave (i.e., equal to the employee's regular base pay compensation, including reduced pay due to furlough pay reduction). This is for the first six (6) months and then receive 66-2/3% of the gross salary through the City's Long Term Disability Plan up to the maximum by Labor Code beyond the six (6) months after the injury. This applies unless the employee is hospitalized for greater than 90 days, or is not allowed by the City to return to light duty even though authorized by competent medical authority to return to limited duty. The City shall allow the employee to use Annual Leave or compensatory time in order to equal his/her normal salary after the six (6) months. If the employee is unable to return to work due to a permanent disability and retires under CalPERS benefits, the employee may also be eligible for long-term disability plan benefits under the provisions, requirements and limits of the plan. Once all accrued leave is exhausted, compensation would be 66-2/3% of gross salary and all leave benefits will cease to accrue. Such worker's compensation shall commence three (3) days after the injury occurs, or after temporary disability begins, and shall conclude with the termination of such a temporary disability, upon reaching a permanent and stationary condition, as determined by competent medical evidence, or upon the completion of one (1) year on-the-job injury leave, whichever comes first. If the

MV00104920

employee is still unable to work after one year, the City may initiate processing a PERS disability retirement application on behalf of the employee. Employees with injuries or illnesses that persist beyond six (6) months may be eligible for workers' compensation temporary or permanent disability payments. Workers' Compensation income is non-taxable.

Except for probationary employees, an employee's anniversary date shall be extended if his or her Worker's Compensation related injury or illness is in excess of thirty (30) days per fiscal year. If an employee's Worker's Compensation related injury or illness exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as the injury or illness, minus the first thirty (30) days (i.e. if the employee's injury or illness is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee experiences a Workers' Compensation related injury or illness while on probation, his or her probationary period shall be extended the same length of time as the injury or illness. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Workers' Compensation leave and benefits shall be granted to an employee upon presentation to the City of a properly completed claim form and presentation of a physician's certificate of temporary disability status. A claim denied by the Workers' Compensation Board, a written statement from the treating physician indicating that the employee's condition is permanent and stationary, or separation from City service shall terminate an employee's eligibility for Workers' Compensation leave and any applicable benefits for that particular injury or illness.

The City maintains its right to require that an employee receiving workers' compensation benefits see a City-designated physician on a periodic basis to determine the employee's disability status. When an employee is given a permanent disability rating by the Disability Rating Bureau of Workers' Compensation Appeals Board of the State of California, the employee may return to work provided that he or she can perform his or her assigned duties safely without endangering his or her health or safety, or that of others.

The City also maintains its right to require an employee to return to work on a limited or modified duty status, provided that he or she has received written authorization, including stated restrictions, from the City-designated physician as well as from the Risk Management and the Department Head. Such modified duty must be of a temporary nature, usually limited to 90 days.

The City should communicate in writing with the employee's authorized physician to obtain the modified duty authorization. It should provide the doctor with a description of the employee's regular duties as well as a description of all proposed modified duty to be assigned and provide a copy of that correspondence to the employee. The treating physician should provide to the City and the employee a written modified duty authorization, including specific limitations and restrictions, as well as assignments the doctor authorizes the employee to perform.

An employee who declines a modified duty position, which meets the treating physician's requirements, may be subject to disciplinary action, up to and including termination. If

MV00104921

an employee is medically stationary, but has not been released to his or her regular budgeted position and is one for whom a reasonable accommodation cannot be made, then that employee is subject to medical layoff or medical retirement.

Additional information concerning Workers' Compensation Leave or benefits may be obtained by contacting the Risk Management and by referring to Risk Management Policy 6.19, Modified Duty/Return to Work Policy.

7.65 VOTING LEAVE

In accordance with State law, the City of Moreno Valley encourages all employees to vote in local, state, and national elections. Employees are encouraged to vote outside of normal working hours. Under special circumstances, an employee who does not have ample time to vote outside of normal working hours may make arrangements with his or her supervisor to take up to two hours with pay in order to vote.

MV00104922

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES

8.05 GENERAL STATEMENT OF POLICY

It is the City's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct is recognized.

The City's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record.

8.10 CUSTOMER SERVICE POLICY

Moreno Valley residents depend on each City employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how employees are to implement the customer service philosophy of the City:

A. Employees shall keep themselves informed in order to perform their jobs effectively.

B. Employees shall be concerned about the welfare of others.

C. Employees shall be considerate, tolerant, patient and fair with others.

D. Employees shall be cheerful and as positive as possible.

E. Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results.

8.15 UNLAWFUL DISCRIMINATION

Any employee who harasses or unlawfully discriminates against any other person on the basis of the other person's religion, age, sex, marital status, race, color, national origin, ancestry, medical condition, pregnancy, political affiliation, mental/physical disability, or sexual orientation, including gender identity; or denies family and medical leave (FMLA), or pregnancy disability leave; or as retaliation against an employee for filing a harassment and/or discrimination compliant, shall be subject to discipline in accordance with these Rules.

8.20 STANDARDS OF CONDUCT

Employees are encouraged to excel in their work. City employees are prohibited from engaging in any conduct which could reflect unfavorably upon the City. The following standards are intended to govern the actions of all City employees during their course of employment. Employees who violate these standards shall be subject to appropriate disciplinary actions.

MV00104923

A. Employees shall abide by and carry out the ordinances, resolutions, policies, procedures, and the rules & regulations of the City of Moreno Valley.

B. Employees shall always conduct themselves in a manner which reflects credit to the City and creates positive morale among City employees.

C. Employees shall operate all equipment safely and utilize safe means of carrying out their duties.

D. Employees shall follow instructions for all equipment and property.

E. Supervisors shall manage in an effective, considerate and fair manner.

F. Subordinates shall follow instructions in a positive, cooperative manner.

G. Employees shall provide service with courtesy and a smile and avoid arguments with the public and other employees. If citizens become difficult, they should be referred to a supervisor.

H. Employees shall avoid interpersonal conflict with others as it may affect productivity or the City's image. It is not necessary for everyone to like everyone else, but it is necessary to treat everyone respectfully, professionally, and courteously.

I. Employees shall dress appropriately. Although dress will vary with the type of work done, neatness, cleanliness, and a professional image are essential. Uniforms must be kept in good condition and worn while on duty, if required. All field personnel who are supplied uniforms will wear their complete uniform at all times while on the job. Exceptions may be granted on a case-by-case basis by the immediate supervisor.

   Political buttons or other attire that do not promote a professional image or may not provide adequate protection from work-related injuries shall not be worn while on duty.

J. The use or possession of alcoholic beverage, illegal drugs, or controlled substances while on paid duty time, or working while under the influence thereof, will not be tolerated. Violation will result in disciplinary action, as outlined in Section 8.35 of these Rules. See Section 1.75 and 1.80 of the Rules.

K. Employees should behave in their personal lives in such a manner as not to reflect discredit upon the City.

8.25 OBJECTIVE OF DISCIPLINARY GUIDELINES

The disciplinary guidelines outlined in Section 8 are intended to be standards for applying discipline on the job. The offenses listed are not intended as comprehensive coverage of the subject. The disciplinary actions listed are standards and guidelines. Individual circumstances may justify a supervisor, together with the Department Head and the Human Resources Director, administering more or less severe forms of

MV00104924

disciplinary actions than those listed in these guidelines. The disciplinary authority must use reasonable judgment and proper documentation in each individual instance.

All disciplinary actions should be consistently enforced. "Consistently enforced" does not mean that a supervisor must assign the same penalty in each case, but rather, that the supervisor take some form of disciplinary action for each infraction. The supervisor must also be able to justify the level of discipline imposed in a particular case by objective criteria.
Any variations to these procedures will be reviewed by the Human Resources Director and approved in writing by the City Manager.

8.30 MAJOR AND MINOR OFFENSES

There are two classes of disciplinary actions – major and minor.

A. Major: Misconduct that directly affects the safety or health of other employees or customers or misconduct that directly affects the success or survival of the organization.

B. Minor: Misconduct that interferes with the smooth, orderly, planned, and systematic progression of work.

8.35 LEVELS OF OFFENSES

There are four levels of offenses listed. A documented pattern which shows a history of recent disciplinary problems can result in cumulative or more severe disciplinary actions, including disciplinary suspension, reduction in pay, demotion, or dismissal. Moderating circumstances which may result in less severe disciplinary action include an employee's positive work record, outstanding accomplishments, length of service, and extenuating circumstances of the violation.

A. Engaging in any of the following conduct will most likely result in dismissal:

1. Theft, embezzlement, or fraud.

2. Falsification, unauthorized removal, or alteration of official City records or employment applications.

3. Possession of, use of, or working while under the influence of alcoholic beverages or other controlled substances during City working hours, while on City property, while operating City vehicles, or while subject to duty (i.e. stand-by).

4. Assault, battery, or fighting an individual while on duty or under the guise of office.

5. Illegal possession or brandishing of weapons or firearms on City premises or property, while on duty or under the guise of office.

6. Acceptance of bribes or extortion.

MV00104925

7. Conviction of a felony or any crime involving moral turpitude.

8. Commission of an act involving moral turpitude, whether or not a conviction is obtained.

9. Harassment (as defined in Section 1.90 of these Rules) or unlawful discrimination against employees or others based upon race, color, age, marital status, pregnancy, sex, national origin, ancestry, ethnicity, religion, medical condition, mental or physical disability, or sexual orientation, including gender identity; or retaliation against an employee for filing a harassment and/or discrimination complaint; or denial of family and medical care leave or pregnancy disability leave.

10. Intentionally damaging property of value.

11. Job abandonment of three (3) consecutive work days with no notification or approved absence.

12. Material false statement or omission on the employment application.

13. Driving on City business with a suspended or revoked driver's license.

14. Continuing unsatisfactory job performance.

15. Felony eavesdropping or electronic recording of confidential communication without consent of all parties to such communication.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above mentioned disciplinary action.

B. Engaging in any of the following conduct will most likely result in disciplinary suspension without pay for five (5) to thirty (30) days, reduction in pay or dismissal depending upon the circumstances, accumulation, or pattern of offenses. Other recently documented violations along with this incident or the repeating of such offenses will result in dismissal.

1. Intentionally misusing or abusing City property or property of another.

2. Disregard for major safety rules.

3. Insubordination by refusing a supervisor's legitimate order.

4. Unlawfully restricting work efficiency and production.

5. Attempting to provoke a fight on City premises, threatening or deliberately intimidating others through threat of physical force.

6. Unauthorized release of information, which has been validly classified as confidential.

7. Intentional mistakes or gross negligence causing damage.

MV00104926

8. Use of authority for personal gain.

9. Dishonesty, including falsifying time cards or other reports.

10. Driving on City business with an expired license.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above-mentioned disciplinary action.

C. Engaging in any of the following conduct will most likely result in a written reprimand on the first offense, a disciplinary suspension of one (1) to five (5) working days, reduction in pay, or demotion on the second offense, and possible dismissal on the third. Other recently documented violations in conjunction with this violation will result in more severe disciplinary action.

1. Unauthorized operation of tools, machinery or equipment.

2. Gambling on City property.

3. Disregard of minor safety rules including failure to report an injury or accident.

4. Abuse of authority.

5. Carelessness or inefficiency in completing assignments.

6. Unauthorized sleeping or unaccounted whereabouts while on duty.

7. Traffic violations, including preventable accidents, in City vehicles or while on City business.

8. Political activity which violates pertinent provisions of state or local law.

9. Unauthorized absences or excessive leave without pay.

10. Abusive language that is personally or professional insulting or derogatory, directed at a person or persons with normal sensibilities, in their presence.

11. Failure to notify the employee's supervisor of the loss of a required certificate or license, including driver's license.

12. Statements or allegations which are malicious, vexatious, or not made in good faith and designed to discredit another individual or agency.

13. Garnishment on two or more different debts within any one-year period.

This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

MV00104927

D. Engaging in any of the following conduct will most likely result in either an informal discussion or formal warning on the first offense and a written reprimand on the second offense. Further incidents will result in more serious disciplinary action, including possible disciplinary suspension, reduction in pay, demotion or dismissal. Other recently documented violations in conjunction with this violation will also result in more severe disciplinary action.

1. Creating or contributing to unsanitary conditions.

2. Violation of smoking policy.

3. Unauthorized soliciting of contributions.

4. Distributing unauthorized printed matter on City time.

5. Failure to meet production or performance standards.

6. Engaging in behavior which prevents or hampers job performance.

7. Tardiness in reporting to work or leaving work early without supervisor approval.

8. Abuse of Annual Leave.

9. Abuse of breaks or lunch time.

10. Inability or unwillingness to work harmoniously with other employees.

11. Failure to contact supervisor when late or absent.

12. Failure to report change of vital information.

13. Failure to observe reasonable standards of personal appearance.

14. Failure to follow specified job instructions.

15. Minor safety violations, including housekeeping rule violations.

16. Frequent personal phone calls.

17. Frequent violations of established departmental rules and procedures.

18. Reading non-related material during work time when not authorized.

19. Misrepresentation of facts which does, or may lead to, a disruption of City business.

20. Posting or distributing materials or telling jokes, which are offensive to a person or persons with normal sensibilities.

MV00104928

This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

MV00104929

SECTION 9: DISCIPLINARY ACTIONS

9.05 DEFINITION OF DISCIPLINARY ACTION

"Disciplinary Action" means action taken by the Department Head or designee for disciplinary reasons, pursuant to these Rules, and consistent with the philosophy of progressive discipline where appropriate. Such disciplinary actions include (1) a formal warning, (2) a written reprimand, (3) disciplinary suspension, (4) reduction in pay, (5) demotion, (6) dismissal, or (7) any other action taken for disciplinary purposes.

9.10 INFORMAL DISCUSSION

Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures or rules and regulations so that problems are resolved early and thus, the need to utilize disciplinary action may be avoided.

9.15 FORMAL WARNING

The formal warning shall be given in response to minor misconduct. The warning should be prompt, calm, and constructive, and every effort shall be made for the formal warning to be given in private. The supervisor should include in the formal warning a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior.

9.20 WRITTEN REPRIMAND

The written reprimand shall be given by the Department Head or designated authority when a formal warning has not succeeded in stopping the misconduct or when the misconduct is considered too serious to warrant a formal warning. Misconduct includes failure to meet City performance standards. The Department Head should first counsel the employee about the misconduct, as if giving a formal warning. At the end of the discussion, if no extenuating circumstances are discovered, the Department Head shall inform the employee that a letter of reprimand shall follow and shall be placed in his or her central personnel file located in the Human Resources Department. The written reprimand should include a full, accurate and factual statement of the reason for the reprimand including the date and time of the event which is the cause of the reprimand, if applicable, appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior.

9.25 DISCIPLINARY SUSPENSION

Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to thirty (30) working days and are usually given when serious misconduct or repetition of past problems for which the employee has been reprimanded require a strong management response. The nature of the offense, its severity and the circumstances dictate the length of suspension. Recurrence of the same or similar offenses can result in a second or third disciplinary suspension of progressively increased duration or in a dismissal. A disciplinary suspension is given an employee

MV00104930

when formal warnings or written reprimands have not been effective, or when the misconduct warrants more than a written reprimand.

Employees who are categorized as exempt under the Fair Labor Standards Act may only be suspended without pay for infractions of safety rules of major significance such as rules relating to the prevention of serious danger in the workplace or to other employees. Exempt employees may also be subject to disciplinary suspensions of one or more full days without pay for infraction of workplace conduct rules applicable to all City employees.

The City distinguishes between minor disciplinary suspension as one (1) to five (5) working days and major disciplinary suspensions as six (6) to thirty (30) working days. Minor suspensions can be used as steps in progressive discipline. Major suspensions are used as a more severe step in progressive discipline or where the act of misconduct does not warrant dismissal.

Department Heads shall institute disciplinary suspensions only after receiving approval from the Human Resources Director.

9.30 REDUCTION IN PAY

The reduction of an employee's base pay is the action given when a disciplinary suspension has not been effective, or when the misconduct is too serious for disciplinary suspension alone.

Department Heads shall institute a reduction in an employee's base pay only after receiving approval from the Human Resources Director.

9.35 DEMOTION

The Department Head may demote an employee for disciplinary reasons or because the employee's ability to perform the required duties falls below standards for that position, provided that the employee has been given a reasonable time to improve. Upon request of the employee, and with the consent of the appointing authority, demotion may be made to a vacant position. No employee shall be demoted to a position unless he or she possesses the minimum qualifications for such a position.

Department Heads shall institute a demotion only after Human Resources Director approval.

9.40 LAST CHANCE EMPLOYMENT AGREEMENT

When the City, the bargaining unit representative (only when requested by employee to be involved) and the affected employee all agree that the affected employee should be given one last chance before administering dismissal, a Last Chance Employment Agreement may be administered and signed by all parties. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations – usually

MV00104931

termination of employment, with a condition that the employee waive any future rights of appeal of the termination.

9.45 DISMISSAL

Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures have failed and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. A career employee may be dismissed by the Department Head for just cause as outlined in these Rules.

Department Heads shall institute a dismissal only after Human Resources Director approval.

9.50 RESIGNATION – AN ALTERNATIVE TO DISCIPLINARY ACTION

At times, an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal. A resignation must be completely voluntary.

9.55 DOCUMENTATION OF DISCIPLINARY ACTION

All disciplinary actions should be fully documented and placed in the employee's personnel file.

A formal warning should be documented on a form prescribed by the Human Resources Director. The employee shall receive a copy of the documented formal warning, and a copy shall be placed in the employee's personnel file in the Human Resources Department. If the employee chooses to respond, that reply will also be placed in the employee's personnel file, and be attached to the supervisor's record of formal warning.

If the action taken is a disciplinary probation, a disciplinary suspension, a reduction in pay, a demotion, or a dismissal, documentation shall be in accordance with Section 10.20(1). A copy of all such disciplinary documents shall be placed in the employee's central personnel file located in the Human Resources Department. The employee shall sign and receive a copy of such disciplinary documents. If the employee refuses to sign the statement, that fact should be noted in writing by the supervisor.

9.60 EMPLOYEE REPRESENTATION

A represented employee is entitled to the presence of an Association representative during an investigative interview conducted by the manager whenever the employee reasonably believes that the interview might lead to or result in disciplinary action affecting any property right (i.e., suspension, pay reduction, demotion, or dismissal). The employee must request the representation. The manager is not obligated to inform the employee of the right to representation. The employee does not have a right to representation at every, or any, contact with a supervisor.

The employee does have the right to a specific representative. When the representative is a non-employee agent, the manager is not required to wait to hold the interview at a time the consultant would be available beyond 24 work hours. The employee and

MV00104932

representative must be allowed a reasonable period of time to confer in advance of the interview.

MV00104933

SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS

10.05 ACTIONS THAT ARE NOT APPEALABLE

Denial of merit or pay increases, performance evaluations (except as provided in Section 5.10), informal discussions, oral counselings, formal warnings, and written reprimands cannot be appealed.

10.10 DISCIPLINARY ACTION SUBJECT TO SKELLY PROCEDURE

Prior to a disciplinary suspension, a reduction in pay, a demotion, or a dismissal of a career employee for disciplinary purposes, the procedure set forth in this Section shall be complied with.

Disciplinary suspensions of less than five (5) days may be immediately implemented so long as the "Skelly" procedure is then promptly followed. (Section 10.20).

10.15 ADMINISTRATIVE SUSPENSIONS WITH PAY

Pending investigation of an accusation against an employee, the City Manager may approve the temporary suspension of an employee with pay, pending the undertaking or completion of an investigation or opportunity to respond as may be required to determine if any disciplinary action shall be taken.

10.20 SKELLY PROCEDURE/DUE PROCESS

A. Written Notice: The Department Head or designated authority shall give the employee a written notice of the proposed disciplinary action at least ten (10) working days prior to the effective date. The written notice shall be personally delivered to the employee or sent by certified mail to the employee's last known address.

   The notice should include the following information:

   1. A description of the proposed action to be taken and its proposed effective date or dates;

   2. The specific grounds and particular facts upon which the action is proposed to be taken;

   3. The employee's right to receive a copy of the written materials alleged to support the proposed action; and

   4. A statement advising the employee of the right to respond, orally or in writing, and the time period in which to do so.

B. Employee Review and Response: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based. Within ten (10) working days after receipt of the written notice, the employee shall have the right to respond to the Department Head, orally or in writing, concerning the proposed action. Failure to respond within the time

MV00104934

specified may result in the employee's waiver of his or her pre-disciplinary procedural rights. By mutual agreement, the specified time period may be extended. Appeal shall be addressed to the Department Head regardless of which supervisor may have issued the Skelly Letter.

C. Department Head Decision: The Department Head or designated authority shall, within ten (10) working days, provide a written decision to the employee after reviewing the employee's response, if any. The decision shall be personally delivered to the employee or sent by certified mail to the employee's last known address. The decision shall acknowledge the employee's response and shall be dated and signed by the Department Head. If disciplinary action is to be taken, the written response shall include a statement informing the employee of the right to appeal and the time period within which the appeal must be made.

If mutually agreed upon, the effective date of any proposed disciplinary action may be postponed to allow the Department Head enough time to adequately review the employee's response before making a decision.

10.25 APPEAL OF DEPARTMENT HEAD'S DECISION

A career employee may appeal a Department Head's decision within ten (10) working days of receiving the decision. An appeal shall be accompanied by a copy of the written notice of disciplinary action served on the employee, the Department head's written decision, a brief statement of the facts and reasons for the appeal and a brief statement of the relief requested.

If, within the ten (10) day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Department Head or designated authority shall be conclusive. If an employee withdraws the appeal, the employee waives the right to further review. Upon approval of the City Manager, the Human Resources Director may designate any other non-involved Department Head to act on his or her behalf on such matters. Appeals filed within the ten (10) day requirement shall be handled in accordance with the following provisions:

A. Minor Disciplinary Suspension, Reduction in Pay, and Demotion: An employee may appeal a disciplinary suspension of 5 days or less, or a reduction in pay of 5% or less annualized by submitting a written response to the Human Resources Director within ten (10) working days after the employee has received the Department Head's decision. Such an appeal and decision of the matter is based only upon the written record.

The Human Resources Director shall render a written decision within ten (10) working days after receipt of the appeal. The Human Resources Director may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Human Resource Director's written decision is the final and conclusive administrative review.

B. Major Disciplinary Suspension, Reduction in Pay, and Demotion: Disciplinary suspensions of greater than 5 days, reductions in pay greater than 5% annualized, or any demotions from class to class may be appealed to the City Manager. The City Manager may designate a non-involved Department Head or

MV00104935

the Human Resources Director to hear the appeal and act on his behalf on such matters.

The City Manager or designee shall act as Hearing Officer and determine the hearing procedure. The hearing need not be conducted according to technical rules relating to evidence and witnesses. However, the City Manager shall ensure that the matter before him or her can be fairly determined on reliable evidence. The Hearing shall be conducted in accordance with Section 11.30.

The City Manager or designee shall render a written record of his or her findings, conclusion and decision as soon after the conclusion of the hearing as possible and in no event later than twenty (20) working days after conducting the hearing, unless the parties otherwise agree. The City Manager may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The City Manager's decision on the appeal is final and conclusive administrative review.

C. Dismissal: An employee wishing to appeal a dismissal must submit a request for a hearing officer to the Human Resources Director within ten (10) working days from receipt of the Department Head's decision. An Appeals Hearing on the appeal shall be conducted in accordance with Section 11. Upon mutual agreement of the employee and the City Manager, the employee may waive the right to the Appeals Hearing and present the appeal directly to the City Manager. If the employee chooses to appeal the Department Head's decision directly to the Human Resources Director, the employee forfeits the right to appeal to a Hearing Officer.

At any hearing before the Human Resources Director, City Manager or a Hearing Officer, subpoenas may be issued in accordance with the Government Code.

10.30 AMENDED NOTICE OF DISCIPLINARY ACTION

At any time before an appeal is submitted for decision, the Department Head or designated authority may, with the consent of the Human Resources Director, amend the disciplinary action or provide a supplemental notice of disciplinary action.

A decision not to impose any disciplinary action should be accompanied by a directive from the Department Head to delete all references to the pending action from the employee's personnel file(s). Failure by the Department to make further investigations or to provide an additional written answer shall not affect the ability of the City to impose disciplinary action.

If the amended or supplemental notice of disciplinary action presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a response in accordance with Section 10.20, but the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made verbally or in writing during the appeal interview.

MV00104936

SECTION 11: APPEALS HEARING PROCESS

11.05 SELECTION OF A HEARING OFFICER

Within ten (10) working days from receipt of the written request for an appeals hearing pursuant to Section 10.25, the employee or designated representative and management representative shall select a Hearing Officer from a designated list. A paid outside Hearing Officer is only allowed in cases involving dismissal. The Hearing Officer shall be selected by mutual agreement or by the alternate striking of names from a pre-determined or standing list of Hearing Officers. The party to strike the first name shall be determined by chance. Only Hearing Officers who do not require transcription services, other than only an electronically recorded record, are to be used unless both parties agree otherwise.

The list shall contain at least seven (7) names and not more than twelve (12) names of persons qualified and willing to serve as a Hearing Officer. Employees, employee representatives and management representatives shall submit nominees for the list of Hearing Officers. If the total number of nominees is greater than the maximum number allowed on the list, the list shall be narrowed to the maximum number by consultation between management and employee representatives utilizing the strike out process. If a person withdraws his or her name from a list bringing the number of names below the designated minimum number, a name shall be added to the list. The list shall be revised at least every three (3) years.

11.10 SCHEDULING THE HEARING

Both parties shall endeavor to schedule the hearing as soon as possible. It is recognized that the schedule of the Hearing Officer, who is mutually selected, is dependent upon his/her already established schedule and availability. The City and the bargaining unit will jointly endeavor to identify the Hearing Officer within ten (10) working days of the employee's written request for one. All affected parties shall be notified in writing of the date, time and place of the hearing at least five (5) working days prior to the hearing. The Hearing Officer, prior to or during the hearing, may grant a continuance for any reason he or she believes to be important to its reaching a fair and proper decision.

All hearings shall be closed unless the employee requests an open hearing. No still photographs, moving pictures, or television pictures shall be taken in the hearing room during a hearing.

11.15 HEARING REPRESENTATION

Each party shall have the right to represent themselves, to be represented by legal counsel, or to be represented by any other person of his or her choice, except that no supervisor or Department Head shall be represented in appeal matters by an employee whom he or she may supervise, and no employee shall be represented in appeal matters by a supervisor or Department Head.

MV00104937

11.20 RECORDATION OF HEARING

All appeal hearings shall be recorded. The Human Resources Director shall arrange for the production of any relevant City record.

11.25 HEARING EXPENSES

All expenses for a Hearing Officer, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of the hearing room will be borne equally by the City and the employee. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits to give testimony at the hearing.

Prior to the hearing, the Hearing Officer shall draw up a contract and each party shall sign the contract agreeing to these payment conditions and any payment terms. A copy of the contract shall be given to the employee and another shall be given to the Human Resources Director. The Hearing Officer shall retain the original contract.

11.30 HEARING PROCEDURE

The Hearing Officer shall give all interested parties a reasonable opportunity to be heard on relevant issues. The hearing procedure shall be determined by the Hearing Officer. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer shall observe the intent of such rules to the end that the matter before him or her can be fairly determined on reliable evidence. All interested parties shall have the following rights:

A. To call and examine witnesses;

B. To introduce exhibits;

C. To cross-examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;

D. To impeach any witness regardless of which party first called him or her to testify;

E. To rebut the evidence against them; and

F. To present oral and written arguments.

11.35 HEARING OFFICER'S RECOMMENDATION

The Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his or her findings on the preponderance of evidence. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but if objected to, shall not be sufficient in itself to support a finding. The Hearing Officer shall submit a written record of his or her findings, conclusion and recommendation to the City Manager as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting

MV00104938

the hearing, unless the parties agree otherwise. The Hearing Officer may recommend sustaining, rejecting, or lessening the disciplinary action invoked against the employee.

11.40 CITY MANAGER'S DECISION

Upon review of the hearing record, the City Manager shall have the right to accept, modify or reject the Hearing Officer's recommendation. If the City Manager decides not to review this matter, the decision of the Hearing Officer on the appeal shall be the final administrative action. Within ten (10) working days, the City Manager should deliver a copy of his or her written decision to the employee. The decision of the City Manager shall be the final administrative action.

MV00104939

SECTION 12: GRIEVANCES

12.05 MATTERS SUBJECT TO GRIEVANCE PROCEDURES

A "grievance" is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact situation or transaction, other than discipline, that result in an alleged inequity or damage to the employee. The solution of any such grievance is wholly or partially within the province of the City to rectify and will involve the interpretation or application of existing ordinances, rules, regulations, or policies administered by the employee's Department Head or designated authority concerning wages, hours, other terms and conditions of employment.

12.10 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES

The following matters are not subject to the grievance procedure:

A. Employee discipline.

B. Oral or written warnings, reprimands, or counselings.

C. Employee performance evaluations.

D. Management of the City generally and issues of City or Department policy.

E. Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or workforce.

F. Determination of the nature, manner, means, technology, and extent of services to be provided to the public.

G. Methods of financing.

H. Types of equipment or technology to be used.

I. Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

J. Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.

K. Work assignments and schedules in accordance with requirement as determined by the City.

L. Establishment, implementation, and modification of productivity and performance programs and standards.

M. Reductions in force or layoffs for lack of work or other non-disciplinary reasons.

N. Establishment and approved modifications of job classifications.

MV00104940

O. Determination of standards, policies and procedures for selection, training, and promotion of employees.

P. Establishment, implementation, and modification of Departmental organizations, supervisory assignments, chains of command, and reporting responsibilities.

Q. Levels of compensation, pay, and benefits based upon budgetary and fiscal considerations.

12.15 FREEDOM FROM REPRISAL

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for filing a grievance petition.

12.20 CONSOLIDATION

Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

12.25 RESOLUTION

Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive.

12.30 WITHDRAWAL

Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

12.35 RESUBMISSION

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

12.40 EMPLOYEE REPRESENTATION

If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Head shall be represented by an employee whom he or she may supervise, and no employee shall be represented by a supervisor or Department Head.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

12.45 MISCELLANEOUS

If an employee is given a legitimate order that he or she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others or if the requested assignment violates the employee's constitutional rights.

MV00104941

12.50 INFORMAL GRIEVANCE PROCEDURE

Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist. If the employee is not satisfied with the decision reached through the informal discussion or if extenuating circumstances exist, the employee shall have the right to file a formal grievance in accordance with Section 12.55.

12.55 FORMAL GRIEVANCE PROCEDURE

Step I

If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance to the Department Head within ten (10) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived.

All grievances shall be submitted on the form prescribed by the Human Resources Director and no grievance petition shall be accepted until the form is complete. The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation, or policy allegedly violated, and the specific remedies sought.

The Department Head should render a written decision within ten (10) working days after receipt of the written grievance.

Step II

If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Human Resources Director within ten (10) working days after the Department Head's decision is received by the employee.

The Human Resources Director should render a written decision within ten (10) working days of receipt of the written grievance.

Step III

If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) working days after Human Resources Director's decision is received by the employee.

The City Manager may accept or reject the decision of the Human Resources Director, and should render a written decision within ten (10) working days after receipt of the written grievance. The decision of the City Manager shall be final and conclusive.

If mutually agreeable, a meeting may be conducted involving all affected parties at any step in the grievance procedure prior to the rendering of a decision.

MV00104942

GRIEVANCE PROCEDURES			
STEP	**CONTACT**	**FILE**	**DECISION**
Informal	Supervisor	N/A	Immediate
Step I Formal	Department Head (from incident)	10 working days from filing	10 working days
Step II Formal	Human Resources Director	10 working days from Step I	10 working days from filing decision
Step III Formal	City Manager	10 working days from Step II	10 working days from filing decision

The City Manager may delegate non-involved Department Heads to act on behalf of the City Manager to render an appeals judgment in these processes. The findings and recommendations they render will be advisory to the City Manager whose ultimate decision will be final.

12.60 TIME LIMITS

Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing. Any grievance petition not carried to the next step by the grievant within the prescribed time limits shall be deemed resolved upon the basis of the previous disposition.

MV00104943

SECTION 13: EMPLOYEE RECORDS AND FILES

13.05 PERSONNEL FILES

A. Central Personnel Files: The Human Resources Department shall maintain a central personnel file for each City employee indicating the employee's name, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents and such other information as may be considered pertinent by the Human Resources Director. Copies of documents concerning disciplinary actions taken by the supervisor or Department Head must be placed in the employee's central Personnel file. There will be no disclosures of this information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee.

   Personnel files shall be kept in locked, fireproof files located in the Human Resources Department.

B. Payroll Files: The Finance Department shall maintain a file for each City employee showing the name, title of position, the department assigned, salary, changes in employment status, W-4 forms, payroll deductions and such other information as may be considered pertinent by the Finance Director. There will be no disclosures of this information to third parties except as authorized by State and Federal law, or as duly authorized in writing by the employee to third parties.

Nothing herein shall prohibit the City from keeping or placing documents in an observation file for the purpose of investigating alleged criminal conduct. For the purposes of this Section, an observation file shall not be considered a personnel file, and an employee or his or her designated representative shall not have access to observation files nor receive copies of documents placed in such files.

Unless required for a criminal investigation, an observation file on an employee shall remain open for a maximum of six (6) months. If disciplinary action by the City is warranted or if the employee is found guilty of criminal activity, documents in the observation file shall be placed in the employee's personnel file(s).

13.10 DOCUMENTS IN PERSONNEL FILES

Upon request of the employee, an employee may place documents in his or her respective personnel file that commends his or her job performance with the City or demonstrations educational attainment.

Disciplinary documents shall be placed in personnel files in accordance with Section 9.50. An employee shall be provided a copy of any documents placed in his or her personnel file(s), and may review his or her file on request.

If no further conduct requiring disciplinary action occurs, and at the employee's written request, documents concerning minor disciplinary actions shall be removed from an employee's personnel file after one (1) year or upon their incorporation in a performance evaluation, whichever occurs first. If no further conduct requiring disciplinary action

MV00104944

occurs and at the employee's written request, documents concerning major disciplinary actions shall be removed from an employee's personnel file after three (3) years, provided that such documents may be retained thereafter if they establish a pattern of conduct extending past the three (3) year period. With good cause, a department may grant an employee's request to remove the document from the employee's personnel file(s) sooner than the indicated time frames, with the concurrence of the Human Resources Director.

13.15 ACCESS TO FILES

No person other than the City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's hiring Department Head, immediate supervisor, current Department Head, current Division Head, or their designated representatives shall have access to an employee's central or department personnel file. The Department Head must approve in writing anyone below him/her before that authorized person may review a subordinate's central personnel file. No person other than the Financial and Administrative Services Director, payroll division staff, City Manager, City Attorney, or Human Resources Department staff shall have access to an employee's payroll file. Upon appointment, an employee or a person designated in writing by the employee for such purpose may inspect the contents of his or her respective personnel file(s). Upon paying the reasonable cost associated therewith, except as provided in Section 13.10, an employee or his or her designated representative may obtain copies of any documents contained in the employee's personnel file(s).

The employee may file a grievance regarding the contents of his or her personnel file(s) in accordance with the Grievance Procedure regulations outlined in Section 12.

13.20 DISCLOSURE OF INFORMATION

No direct information contained in the personnel files shall be disclosed concerning any current or former City employee other than the employee's job title, inclusive dates of employment, work location, salary, work phone number, departmental assignment, and the nature of separation, resignation, or termination, to any person other than the City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's Department Head, Division Manager or their designated representatives. An employee or former employee may authorize access to or the disclosure of information from their file only when written permission is provided to the Human Resources Department.

Nothing herein shall preclude nor specifically deny the use of any information in personnel files in any phase of a disciplinary or probationary action.

13.25 CHANGES-IN-STATUS

It is the employee's responsibility to notify the Human Resources Department of any changes in his or her address, phone number, marital status, dependent status, name change, training certificates, or other pertinent information.

MV00104945

13.30 APPLICATION RETENTION

Applications submitted by candidates for City employment become the property of the City and must be retained for at least three (3) years.

13.35 DESTRUCTION OF PERSONNEL RECORDS

Personnel records, including employment applications, shall be destroyed only in accordance with the provisions of the City's system for the destruction of public records and then in accordance with other applicable law.

MV00104946

SECTION 14: EMPLOYEE BENEFIT POLICIES

Benefits for City employees shall be provided as outlined in the City's Benefit Plan. Further information on these benefits may be obtained by contacting the Human Resources Department.

The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

14.05 BENEFIT BANK

The City has adopted a "flexible or cafeteria" plan that will cover certain City benefits (i.e., medical, dental, vision care, etc.). Employees, other than those listed below, are not eligible for benefit bank benefits. City employees shall receive a negotiated amount of money as approved by City Council, and consistent with the current MOU, on a yearly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods unless there is a qualifying event. Qualifying events may include, but are not limited to emergency hardships, changes in employment, or changes in family status such as, births, deaths, adoptions, marriages, or divorce, to the extent permitted by the provisions of the benefit plans carriers.

A. Career Full-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

B. Career Part-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

C. As part of the cafeteria plan, all full-time employees, except City Council members, must purchase group medical insurance coverage for themselves, or provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the City Council deems it in the City's best interest, the City, at its option, may require all employees to purchase the City's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:

   1. Medical Insurance: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him-or-herself or insure any dependents. Eligible employees may choose from a variety of health care providers as offered by the City. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the City and chosen by the employee. Those who choose to use other kinds of medical coverage must report any change in that coverage within sixty (60) days as defined by CalPERS. Failure to do so will result in immediate enrollment in a City offered medical plan.

MV00104947

2. Dental Insurance: Employees may purchase dental insurance for themselves and any dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.

3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.

4. Supplemental Insurance: Employees may purchase supplemental insurances for themselves or their dependents.

5. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care reimbursement coverage through a flexible spending account. Documentation of payments with tax identification number of the provider must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

6. Medical Expense Reimbursement: Employees may purchase medical expense reimbursement through a Flexible Spending Account. Documentation of expenses and payments must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

7. Annual Leave Buy: Employees with unspent bank dollars may purchase up to two weeks of Annual Leave hours per year. This option is available only at open enrollment. Annual Leave hours bought must be used within the benefit year purchased. Unused Annual Leave which has been purchased will be returned to the benefit bank for cash out to the employee.

8. Cash Out Option: Employees who would have unspent bank dollars for the calendar year will receive the leftover balance as a taxable cash payment. Council members are not eligible by State law for any cash-out option of unspent bank dollars. Annual Leave hours must be requested in writing during open enrollment each year.

9. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount will be subject to Federal and State withholding taxes.

D. Temporary Employees are not normally entitled to the benefits of the City's cafeteria plan.

14.10 MANAGEMENT PACKAGE

Certain categories of employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received during the year. This amount will be disbursed on a 24-pay period basis. These employee categories and percentages are as follows:

A. Executive Management Employees shall receive six (6%) percent of their gross annual salary.

MV00104948

B. Division Management Employees shall receive four (4%) percent of their gross annual salary.

C. Professional/Administrative/Management Employees shall receive two (2%) percent of their gross annual salary.

This management package percentage amount may be expended in any of the flexible benefit plan options previously discussed. Other benefit options will be made available as they are approved by the City Council in accordance with applicable IRS guidelines.

14.12 AUTO ALLOWANCE:

The City provides taxable auto allowance benefits as follows:

A. Executive Management Employees shall receive a monthly auto allowance, as budgeted.

B. Division Management Employees shall receive a monthly auto allowance, as budgeted.

As outlined in the City's Vehicle Policy, certain employees may be assigned a City vehicle on a long-term basis, in lieu of the monthly auto allowance. Employees who utilize personal vehicles for City business, but do not receive an auto allowance, shall be reimbursed at the Federal mileage reimbursement rate.

If any of the above employees are assigned a City vehicle, no auto allowance will be provided.

14.15 POST RETIREMENT MEDICAL BENEFITS

A. Annuity Programs: Effective January 1, 2001, the City of Moreno Valley shall contribute a monthly amount to each non-exempt full-time career employee for an annuity program for 20 years or until termination or retirement, for the purpose of funding retiree medical premiums. New hire probationary employees shall not be eligible to receive the monthly contribution until the successful completion of their probationary period. The effective date of their first contribution will commence the next full month after they have passed probation.

Effective January 1, 2002, after two full years of employment, the monthly contribution to the annuity program shall increase per the negotiated language as approved by City Council. This shall go into effect the next month after their two-year-anniversary date has passed.

Each bargaining unit has selected separate annuity programs.

1. Contributions for the MVCEA bargaining unit are being paid into the Benefit Bank.

In the event MVCEA ceases to be the recognized representative of bargaining unit employees, the control and administration of this program

MV00104949

shall transfer to management and the responsibility for same shall be the exclusive jurisdiction of management.

Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.

2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.

B. City Paid Retiree Medical Benefit: Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire under the CalPERS retirement benefits system with a minimum of two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE	MAXIMUM EMPLOYER CONTRIBUTIONS
January 1, 2007	up to $168.73 per month
January 11, 2008	up to $243.73 per month
January 2, 2009	up to $318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009. At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees hired prior to July 1, 2009 receive fully-paid PERS retirement benefits. Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

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B. Career Part-time Employees hired prior to July 1, 2009 receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees are eligible for participation in the PERS retirement plan after 1,000 hours worked in a fiscal year; however, they are responsible for the cost of their employee portion of PERS payment.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

D. Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

14.30 IRC SECTION 125 PLAN

The City has available to all full-time employees, and those who qualify for the City's group medical coverage, an Internal Revenue Code (IRC) Section 125 account. The monthly cost of plan administration will be borne by those eligible employees who voluntarily elect to enroll. The Health Reimbursement Option is not available until the employee has passed initial probation (normally at six months). An employee's un-expensed redirected Plan contributions from his/her salary account are forfeited and returned to the City at the end of the calendar year. See the Summary Plan Description for details.

14.35 IRC SECTION 457 PLAN

The City has available to all employees an Internal Revenue Code (IRC) Section 457 Account. Participation is voluntary for career employees. It is mandatory for temporary employees who are not yet eligible for, or enrolled in PERS.

Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from City employment.

An employee may defer a maximum amount consistent with the most recent guidelines supplied by the IRS. The employee may increase, decrease, stop and restart voluntary contributions at any time by contacting the Human Resources Department.

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In accordance with IRS rules, an employee may not withdraw these assets unless there is a bona fide emergency which is unforeseeable, unbudgetable, severe, beyond the employee's control, and must represent a last resort. All financial hardship requests for withdraw of funds must be made directly to the 457 plan provider.

14.36 IRC SECTION 401A PLAN

Certain management employees may voluntarily enter into a 401(a) Money Purchase Plan to provide additional retirement benefits. The employee contribution is a mandatory fixed amount for everyone within a management group, and is limited to the maximums allowed by law. Eligible employees wanting to enroll into the plan must do so within the first thirty (30) days after being hired, or during the annual open enrollment period. Once enrolled, the participant must remain in the plan. Participant contributions are structured with pre-tax dollars. Earnings accrue tax deferred. Participants may contribute to both a deferred compensation and a money purchase plan. Accounts are individual and loans may be made from the account.

PAM-Confidential employees receive $750.10 per fiscal year ($28.85 per pay period) in a City sponsored 401(a) Plan.

14.40 LIFE INSURANCE

The City provides term life insurance coverage for all City employees. Coverage becomes effective on the first day of the month which follows the first thirty (30) days of employment with the City. The premium is paid by the City. The amount of coverage is determined as follows:

A. Executive Management and Division Management Employees shall receive term life insurance at an amount, which is three (3) times their salary (rounded to the nearest thousand) not to exceed $300,000.

B. Professional/Administrative/Management Employees shall receive term life insurance at an amount, which is two (2) times their annual salary (rounded to the nearest thousand).

C. General Non-Exempt and Career Part-time Employees shall receive term life insurance at an amount, which is two (2) times, their annual salary (rounded to the nearest thousand) or $50,000.00, whichever is greater.

D. City Council Members shall receive $50,000 of term life insurance.

E. The City's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574). It provides for a monthly allowance for the surviving spouse with two children $2280, spouse and one child $1900, and spouse alone $950. The City's retired member PERS lump sum death benefit paid to beneficiaries is $500.

MV00104952

14.45 DISABILITY INSURANCE

Disability Insurance is determined as follows:

A. City Disability Insurance:

The City provides short-term disability insurance to all Career employees who work a minimum of thirty (30) hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first twenty-four (24) months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists beyond twenty-four (24) months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue.

An eligible employee may receive sixty-six and two-thirds (66⅔ %) percent of his or her salary, up to a maximum monthly amount of $14,000. This income is subject to taxes because the premiums are paid for by the City. Any other income benefits an employee may receive as a result of employment shall be subtracted from the monthly benefit payment. An eligible employee may continue to receive benefits up to the age of sixty-five (65). Between the ages of sixty-five (65) and seventy (70), benefits are awarded on a sliding scale. The remaining amount shall be taken from applicable leave accruals until they are exhausted and the person goes on leave without pay, see Section 7.40, Pregnancy Disability Leave and Section 7.50, Leave of Absence Without Pay.

The City agrees to maintain a long term disability salary continuance program that pays the above described benefits for job-related disabilities when the employee is still on the City's payroll after a minimum 180 calendar day elimination period up to age 65. Workers' Compensation information can be found in Section 7.60 of the City of Moreno Valley's Personnel Rules.

B. Continuation of Accruals and Benefits

The City shall extend payment of the medical insurance contribution for career full-time employees up to an additional ninety (90) calendar days during a twelve-month period while an employee is disabled due to a non-work-related illness or injury. Such an extension of medical coverage shall take effect when existing coverage would otherwise expire. Career full-time employees on paid leave will continue to accrue Annual Leave at their normal rate; however, employees on unpaid leave will not accrue Annual Leave. During an authorized leave under an FMLA leave, career full-time employees will be retained on the City's health insurance program under the same conditions and coverage levels that applied before the leave commenced. Employees' benefits continue as long as the employee is still on disability and the City paid benefits after 30 consecutive working days of being on Non City Paid Payroll Status. The employee must then covert to Consolidated Omnibus Budget Reconciliation Act (COBRA) status and

MV00104953

pay for health insurance premiums, or if eligible, may consider applying for CalPERS disability retirement. Employees not classified as career full-time shall not accrue any leave or receive any benefits once all of their accrued time (Annual Leave or compensatory time) has been exhausted.

14.50 UNEMPLOYMENT COMPENSATION

As required by State law, all City employees are covered under the California Unemployment Compensation Program. Further information can be obtained by contacting the local State of California Employment Development Department or the Human Resources Department.

14.55 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Depending on budget and other considerations, the City may provide an employee assistance program. The EAP provides short term counseling and other services to assist employees and their families to deal with personal and emotional problems which affect or might potentially affect their job performance. This counseling is confidential and free to the employee.

14.60 MEDICARE

By law, employees hired after April 1, 1986, must have a certain percentage (currently 1.45%) deducted from their gross pay for Medicare. The City will deduct the employee contributions in accordance with Federal law. The City shall pay the employer's share, which is equal to the employee's share.

The above policies are based on Federal law and may change from time to time.

MV00104954

SECTION 15: SPECIAL COMPENSATION

15.05 STAND BY

A stand-by roster shall be comprised of City employees from designated departments or divisions who have volunteered to be on call and available to work after regular working hours. A stand-by assignment period shall be for a period of days starting at the time and on the day determined by the departmental coverage requirements and as approved by the employee's manager. Under some circumstances the period is not a seven consecutive day period. An employee on stand-by will be permitted to take home a City vehicle equipped with appropriate tools and supplies for use when called out on stand-by. The City will pay general employees (non-Animal Control Officers) a dollar amount per the negotiated language of the current MOU, as approved by City Council, per regular shift, Monday through Friday, and for weekends and holidays. The current Stand-by Pay amounts are $20.00 per day on Monday through Friday, and $25.00 per day on Saturday, Sunday and Holidays.

The designated department or division supervisor shall be responsible for scheduling his or her employees for stand-by duty and for providing duty rosters to the Police Department. The Police Department will be given a roster of employees with their stand-by duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific stand-by duty, employees may not trade stand-by assignments, except with the prior approval of the designated supervisor.

For general employees, compensation for call out hours worked will be paid at time-and-one-half for the number of hours actually worked. A minimum of two (2) hours shall be credited as time worked for each call out. For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. An employee on stand-by will be compensated an additional dollar amount, per the negotiated language, as approved by the City Council, for each 7-day week of stand-by duty. Stand-by pay is at the rate of an amount per the negotiated language as approved by the City Council per day (M-F). Stand-by pay will be increased to an amount per the negotiated language in the current Memorandum of Understanding, per day for weekends and holidays.

For Animal Control Standby (Night Truck), the City will pay a dollar amount, per the negotiated language as approved by City Council per regular shift, Monday through Friday, and pay an amount, per the negotiated language as approved by City Council for weekends and holidays. Call out pay will be at the overtime rate with a one-hour minimum. Work time includes 15 minutes each way of travel time for the trip to and from work or the actual time, whichever is less.

An employee assigned to stand-by duty must be available to respond to emergency calls at all times. This requires that the employee remain within fifteen (15) minutes travel time of his or her normal work station during the entire stand-by period. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Section 8.35 of the Personnel Rules.

Nothing herein shall be construed to require that the City establish stand-by duty for employees in any department or division.

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15.10 CALL-BACK

In the event employees who are not assigned to stand-by duty are called back to work during normal off-duty hours to protect the public health or safety, they will be compensated at time-and-one-half for actual time worked, with a minimum of two (2) hours credit for each call out (one for Animal Control). For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. Call back shall be defined as having to return to work after having left work.

15.15 BILINGUAL PAY

Bilingual compensation will be implemented for staff who occupy positions designated as ones in which second language skills are utilized. Employees shall receive an amount per the negotiated language as approved by City Council.

15.16 SAFETY EQUIPMENT

Employees in qualified trade occupations will receive an annual stipend to purchase shoes, jackets, and/or Sam Brown belts in an amount per the negotiated language as approved by City Council.

The City provides uniforms for employees in the Security Guard job classification.

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SECTION 16: TRAINING

16.05 TRAINING

The City recognizes the importance of employee development and training. In an effort to improve the capabilities and effectiveness of City personnel, a training program has been established. This training effort shall be geared to both organizational improvement and individual employee development. This development shall not only be the responsibility of Department heads or supervisors, but shall be shared with employees in a total organizational effort.

16.10 IN-HOUSE TRAINING

Employees who have training, knowledge or expertise in a subject area, or have recently attended a seminar or conference in a given subject matter, may be asked to share this information with other employees. Such in-house training may be informal or formal depending upon the nature of the training and can include any variety of topics such as computers, copiers, telephones, supervisory, writing skills, etc.

16.15 DEPARTMENTAL TRAINING

City departments and divisions are encouraged to offer specialized training to their employees. Such training shall be the responsibility of the Department or Division Head and may include topics such as safety, equipment operation and other training in their specific fields of responsibility.

16.20 TRAINING COURSES

The City shall encourage local educational resources to offer courses and workshops at City facilities on matters in which employees of several departments may benefit. Such courses may be offered periodically in such areas as management, supervision, communications, time management, stress management, writing skills, etc.

16.25 SEMINARS AND CONFERENCES

Employees may attend seminars or conferences covering current issues and areas relevant to their positions under the following conditions:

A. Employees must submit their request on forms prescribed by the Financial and Administrative Services Department and follow all applicable procedures.

B. Budgeted funds must exist for all such training and any travel. In-state attendance shall require Department Head approval while out of state travel shall require the approval of the City Manager.

C. Employees must comply with the City's Administrative Travel Policy and provide necessary receipt documentation.

D. Employees who have recently received such training must be willing to provide "in-house" training to other employees, if requested.

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16.30 TUITION REIMBURSEMENT

Subject to the pre-approval of the Department Head, Human Resources Director, and City Manager (or designee), employees may be reimbursed for the cost of pre-approved, job-related, accredited, educational and other training courses based upon proof of successful completion up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30). This proof includes a grade "C" or better of the course(s), and must be part of a recognized associate's degree, bachelor's degree, or master's degree program related to the employee's current job, and the program must be part of a school, college or university that is accredited by a U.S. Department of Education authorized accrediting organization, e.g. Western Association of Schools and Colleges (WASC). Further, employees may be reimbursed for certain pre-approved, job related training courses based on the approvals as stated above.

Classes taken which are offered as part of the City's official training program do not count against tuition reimbursement.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational course that is job-related may, if prior approval for reimbursement is given by the City Manager (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the City (i.e. books become part of City reference library).

In general, training time during working hours shall be considered part of the job. Unless the City directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the City encourages employees to pursue additional education, the City shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Head and the Human Resources Director.

16.35 TRAINING AND TRAVEL REIMBURSEMENT

Non-exempt employees shall receive training and travel reimbursement as provided in this Section.

MV00104958

Time spent in attending lectures, meeting, training programs, and similar activities during work time shall be counted as time worked only if authorized in advance and in writing by the employee's Department Head. No such authorization shall be given unless the lecture, meeting, program, or other activity is directly related to improving the employee's ability to perform his or her job.

Time spent in attending lectures, meetings, training programs, and similar activities shall not be counted as time worked where such attendance is outside of the employee's regular working hours, except in situations where the employee is directed by his or her Department Head to attend such lecture, meeting, training program, or similar activity. Leisure and meal times are not considered time worked unless they are part of the seminar.

Time spent by an employee traveling between the employee's residence and the regular workplace is not work time and shall not be treated as hours worked. When an employee is assigned by his or her Department Head to travel outside of the City, time spent traveling between the employee's home and assigned destination shall be treated as time worked, only to the extent that it exceeds the amount of time normally taken by the employee to travel between his or her residence and regular workplace.

When an employee is assigned to travel outside the City, return the same day, and he or she utilizes public transportation, the time spent traveling between the employee's home and the location of the public carrier (i.e. airport, bus station, train station) shall not be treated as time worked. However, time spent traveling to a final destination via public carrier is considered time worked.

Employees shall receive mileage and travel reimbursement in accordance with provisions outlined in the City's Administrative Travel Policy.

MV00104959

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX A

TESTING FOR ALCOHOL AND DRUGS

Toward reaching this goal of a drug and alcohol free workplace, the City may conduct pre-employment drug or alcohol testing of applicants for City positions. Pre-employment drug or alcohol tests shall apply only to non-City employees; City employees who apply for another City position shall not be subject to pre-employment drug or alcohol tests. Any applicant who tests positive shall not be hired by the City.

The City also reserves the right to require than an existing employee undergo testing of the City determines that probable cause exists to believe that the employee is under the influence of any illegal drug or controlled substance, as identified in this Section. Employees who (1) refuse to submit to a drug or alcohol test immediately when requested by authorized City or law enforcement personnel; (2) refuse to submit to a search of personal properties if requested by law enforcement personnel; or (3) are "convicted" of a "criminal drug or alcohol statute" violation, shall be subject to the disciplinary procedures which are outlined in these Rules.

All City lockers, desks, cabinets, vehicles, phone voice mail, e-mail, computer files, and disks are the property of the City and are subject to search without the employee's consent by City management at any time with or without notice. Refusal to cooperate with a search may result in a disciplinary action, up to and including termination. Unless the Supervisors are directed otherwise by the Human Resources Director, employees will be given the opportunity to be present when the search is conducted.

In appropriate cases, such as a first offense, the City should make every effort to place an employee with an available employee assistance program or service for the purposes of rehabilitation, in-lieu of disciplinary action or criminal prosecution. If, in such cases, the employee refuses to attend an employee assistance program or service, he or she will be subject to the disciplinary procedures which are outlined in these Rules.

Any reports or complaints which are filed as a result of this Section or the "Drug and Alcohol Free Workplace Policy" and are determined to be malicious, vexatious, or not in good faith, shall not be tolerated. In such cases, the complaining individual shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to drug or alcohol use.

A. EMPLOYEE RESPONSIBILITIES

An employee shall:

1. Not report to work or be subject to duty (i.e., paid stand-by time) while the employee's ability to perform his or her duties is materially impaired due to drug and/or alcohol use.

MV00104960

2. Not report to work with alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) in their systems or the odor of alcohol on their breath, or possess or utilize such substances while they are on duty or subject to duty or during meal periods or breaks.

3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while on-call, on breaks, or during meal periods.

4. Not directly or through a third party sell, purchase or provide drugs and/or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty.

5. Submit immediately to a drug and/or alcohol test when requested by an authorized City representative, who has probable cause to suspect drug or alcohol abuse or material impairment there from. The employee may request a representative when being tested for probable cause. The representative may be a bargaining unit representative or another employee of choice who shall be immediately available.

6. Before beginning work, notify his or her supervisor when taking any drug or medication (non-prescription or prescription), which may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to perform assigned duties safely and effectively while using such drugs, clearance from a qualified physician may be required before the employee is allowed to resume his or her regular duties.

7. Have the opportunity, within twenty-four (24) hours (or by the close of the next business day) of request by an authorized City representative, to provide verification of a current prescription for any potentially impairing drug or medication which is identified in a drug test. The prescription must be in the employee's name.

8. Employees shall notify their supervisor of any criminal drug and/or alcohol statute conviction for a violation, no later than five (5) days after such conviction.

9. In the event that an employee suspects that his or her manager or supervisor is under the influence of drugs and/or alcohol, the employee may submit a written or oral complaint, which contains detailed evidence regarding the allegation of substance abuse to his or her department head or the Human Resources Director. Such complaints, if made in good faith, may be made without fear of reprisal. If the written or oral complaint establishes probable cause, the manager or supervisor may be requested to submit to a drug and/or alcohol test.

B. MANAGEMENT RESPONSIBILITIES

Managers and Supervisors shall:

MV00104961

1. Be responsible for enforcing this policy in a fair and consistent manner.

2. Work with the Human Resources Department to encourage employees to utilize an available employee assistance program when the employee's job performance is deteriorating or unsatisfactory, the employee does not respond to supervisory remedies, or when a specific on-the-job incident is cause for concern. As the supervisor's role is to monitor job performance, the supervisor should not attempt to diagnose an employee's problem.

3. Request through the Human Resources Department that an employee submit to a drug and/or alcohol test when a manager or supervisor has probable cause or a reasonable suspicion that an employee is impaired or under the influence of drugs or alcohol while on the job or subject to duty.

   "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

   For example, any of the following, alone or in combination, may constitute reasonable suspicion:

   - Slurred speech;
   - Alcohol or other suspicious odor (i.e. marijuana on breath);
   - Unsteady walking and movement
   - An accident involving City property where it appears that the employee's conduct may be at fault;
   - Physical or verbal altercation;
   - Wide and severe mood swings;
   - Blank, glassy-eyed stare;
   - Inability to perform work properly;
   - Behavior which is unusual for the employee;
   - Possession of drugs and/or alcohol in the workplace or on City property.

4. Work with Human Resources and document within forty-eight (48) hours of requesting an employee to submit to a drug and/or alcohol test, in writing, the facts constituting reasonable suspicion that the employee in question is impaired or under the influence of drugs and/or alcohol.

5. Remind the employee of the requirements and disciplinary consequences of this policy when encountering an employee who refuses an order to submit to a drug and/or alcohol analysis. Where there is reasonable suspicion that the employee is impaired, or under the influence of alcohol or drugs, the manager or supervisor shall require the employee to remain on the premises for a reasonable amount of time until an authorized City representative or law enforcement representative can arrange to transport the employee to a testing facility, or home in the event of the employee's

MV00104962

refusal to submit to a drug or alcohol test. Any time spent remaining on the premises at the request of a supervisor or manager or time spent for City-required drug and/or alcohol testing shall be considered work time and shall be paid for by the City.

6. Not confiscate prescription drugs or medications from an employee who has a valid prescription for such. The prescription must be in the employee's name.

7. Deal with suspected offenders as discreetly, inconspicuously, and respectfully as possible.

8. Notify their Department Head or designee, and Human Resources, when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is probable cause to believe that an employee is in possession of illegal drugs, the manager or supervisor shall not physically search employees or their personal possessions, but should request that they remain on the premises until the appropriate law enforcement agency has arrived. Also, the department head or designee shall notify the Human Resources Department as soon as possible.

9. May search areas which are jointly or fully controlled by the City after conferring with the Human Resources Department. In the event such an area is occupied by a Peace Officer all searches shall be consistent with Government Code Section 3309 (Police Officer Bill of Rights).

10. Management shall not use authority under these rules to unlawfully harass, intimidate, or discriminate against employees.

C. ENFORCEMENT

Employees reasonably believed to be impaired, or under the influence of drugs and/or alcohol, shall be prevented from engaging in further work and shall be monitored for a reasonable time until he or she can be safely transported from the work site. In no event should the individual be allowed to operate a vehicle while impaired, including driving home from work.

Refusal to submit immediately to a drug and/or alcohol analysis when requested by City management or law enforcement personnel shall constitute insubordination and may be grounds for discipline up to and including termination.

D. PHYSICAL EXAMINATION AND PROCEDURE

A drug and/or alcohol test may be administered by the City for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job. All testing (including the sample collection, chain of custody and laboratory services) shall be conducted in accordance with

MV00104963

Substance Abuse and Mental Health Services Administration (SAMHSA) and Department of Health and Human Services approved procedures.

E. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

Post-Employment Offer Medical Examination

A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standard, duties or responsibilities.

If a drug screen is positive, and a result of the post-employment offer medical examination, the applicant must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid current prescription for the drug identified in the drug screen to the Human Resources Department. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

During Medical Examinations or Drug and/or Alcohol Tests

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.

If the drug screen is positive, the employee must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid prescription for the drug identified in the drug screen, to the Human Resources Department. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including discharge.

If a drug and/or alcohol test is positive, the City shall conduct an investigation to gather all the facts. The decision to discipline or discharge will be carried out in conformance with this section.

F. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate, confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

MV00104964

SUPPLEMENT TO THE DRUG AND ALCOHOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Effective January 1, 1996, the City of Moreno Valley must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions. Specifically, the City must comply with the regulations of the Federal Motor Carried Safety Administration (FMCSA). Adoption of a policy is one of the City's obligations under the regulations. Where applicable to the City, the requirements of those regulations are reflected in this policy. This policy sets forth the rights and obligations of covered employees. If you are an employee covered under these new requirements, you should familiarize yourself with the Policy provisions BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

In addition, employees are required to comply with the applicable provisions of the supplement to the Drug and Alcohol Free Workplace Policy.

A. EMPLOYEE QUESTIONS

The regulations required that employers designate a person to answer employee questions about drug and/or alcohol testing. Employees shall refer any questions regarding his or her rights and obligations under the new regulations to the Designated Employer Representative (DER) which is the Human Resources Director or designee for this federally mandated program.

B. COVERED EMPLOYEES

Overall, the regulations cover drivers of commercial motor vehicles. A driver is any person who operates a commercial motor vehicle on a full-time, casual, intermittent, as-needed, or occasional basis. Employees in these job classifications may be required to drive commercial motor vehicles at least on an occasional basis.

Therefore, employees in those job classifications (and applicants for such positions) are considered a covered employee subject to the provisions of this policy. For the purposes of the post-employment offer medical examination, the term "driver" includes persons applying for employment in a position requiring the driving of a commercial motor vehicle on at least an occasional basis.

New employees or employees shall be given a copy of this policy at the time they commence employment with the City. All covered employees currently employed by the City at the time this policy is adopted shall be given a copy thereof within ten (10) days of its adoption. All covered employees will also be asked to sign the Acknowledgement / Receipt Form indicating receipt of a copy of this policy. This policy shall be posted immediately and was effective on January 1, 1996.

C. COVERED COMMERCIAL VEHICLES

The regulations cover drivers of the following commercial motor vehicles:

MV00104965

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;

2. A vehicle with a gross vehicle weight of at least 26,001 pounds.

3. A vehicle designed to transport sixteen (16) or more passengers, including the driver; or

4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

D. SAFETY-SENSITIVE FUNCTIONS

The performance of any of the following on-duty functions by a covered employee in connection with that employee's operation, or scheduled operation, of a commercial motor vehicle is considered to be a safety-sensitive function.

1. All time at a carrier or shipper, plant, terminal, facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.

2. All time inspecting equipment such as brakes, steering mechanism, lights, tires, horn, windshield wipers, mirrors, or coupling devices; or otherwise inspecting, servicing, or conditioning any commercial motor vehicle.

3. All time spent at the driving controls of a commercial motor vehicle.

4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.

5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.

6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle, or time spent performing driver requirements relating to accidents.

E. PROHIBITED CONDUCT

Covered employees may not have a measurable amount in their system or be in possession of controlled substances or alcohol during any work hours. Further, the regulations specifically prohibit certain conduct prior to performing and while performing safety-sensitive functions. The following conduct is prohibited and may result in discipline, up to and including termination:

MV00104966

1. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions while having an alcohol concentration level of 0.04 or greater.

2. Performing a safety-sensitive function within four (4) hours after using alcohol.

3. Being on duty or operating a vehicle, as described in Section C, while possessing alcohol.

4. Using or possessing alcohol while performing a safety-sensitive function.

5. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions when the employee has used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee (who in turn must notify his/her supervisor) that the substance does not adversely affect the employee's ability to safely operate a vehicle.

6. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions if the employee tests positive for controlled substances.

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test shall be treated in the same manner as an employee who tested 0.04 percent or greater on an alcohol test or tested positively on a controlled substance test.

8. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

   - A refusal to provide a urine sample drug test.

   - An inability to provide a urine sample within the three (3) hour allowed time without a valid medical explanation.

   - A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test.

   - An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation.

   - Tampering with, attempting to adulterate, or substituting the urine specimen or collection procedure.

   - Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested.

MV00104967

- Leaving the scene of an accident without authorization from a supervisor or manager (who, in conjunction with the Human Resources Department, shall make a determination whether to send the employee for a post-accident drug and/or alcohol test), unless the employee has a valid reason for not obtaining such authorization.

9. Consuming alcohol during the eight (8) hours immediately following an accident, unless the covered employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

10. Use of prescribed drugs are not in direct violation of the City's policy, however inappropriate use or prescribed use that may substantially impair job performance, alter behavior, and/or create a risk to the health and safety of the employee or others, is in direct violation of the City's policy.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Action of 1988.

Covered employees are also reminded that they shall inform their supervisors of any over the counter or prescription medication prior to engaging in any safety-sensitive function.

F. CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.02 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration level between 0.02 and 0.04 shall be removed from his/her safety-sensitive position for at least twenty-four (24) hours. Such an employee may be subject to discipline up to and including termination. The City shall then retest the employee. Before the employee may be returned to his/her safety-sensitive position, the employee's alcohol concentration must indicate a concentration below 0.02 percent.

G. CIRCUMSTANCES UNDER WHICH DRUG AND/OR ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES

1. Post-Employment Offer Testing

   a. All applicants (whether by initial application or in connection with a transfer) for positions involving the performance of safety-sensitive functions shall be required to submit to post-employment offer/pre-duty drug testing. Applicants will not be hired for or transferred to a safety-sensitive position if they do not pass the test or if they refuse to consent to a drug/alcohol test.

2. Post-Accident Testing

MV00104968

a. Post-accident drug and alcohol testing shall be conducted on employees following an accident involving injury(s) and/or repair costs.

b. Post-accident alcohol tests shall be administered within two (2) hours following an accident and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.

3. Post-Accident Testing (urine sample)

a. Conducted after accidents on safety-sensitive employees who have been in an accident involving a human fatality; or a citation has been issued in one of the following situations:

i. There has been bodily injury with the need for immediate medical attention away from the scene, or

ii. There has been disabling damage to any motor vehicle requiring tow away. (Refer to Federal Motor Carrier Safety Regulations, sections 391.113 and 391.117).

Following an accident, the employee shall remain available for drug and/or alcohol testing, or may be deemed to have refused to submit to testing. This rule does not require the delay of necessary medical attention for injured people following an accident, nor does it prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.

4. Random Testing

Covered employees will be subject to random alcohol and drug testing as follows:

A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (i.e. driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The City will subject at least ten (10) percent of the total number of covered employees to random alcohol testing per year.

A random drug test will be administered to at least fifty (50) percent of the total number of covered employees per year. A covered employee may be subjected to drug testing even on a day in which the employee is not expected to perform a safety-sensitive function. To ensure that the process is in fact random, all covered employees, whether or not they have been chosen for testing in the past, will remain in the pool of employees for each subsequent period. This procedure assures that the probability of any individual being selected each period is always the same, whether or not the individual was selected in previous period.

MV00104969

On the date an employee is selected for random drug and/or alcohol testing, his/her supervisor will verify he/she is on the list of those to be tested.

5. Reasonable Suspicion Testing

"Reasonable suspicion" means that the trained supervisor believes that the actions, appearance, speech, body odors, or conduct of an on-duty employee are indicative of the use of drugs or alcohol. The witness must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require an employee to submit to a drug and/or alcohol test. The determination that a reasonable suspicion exists to require an employee to undergo an alcohol concentration test must be based on short-term specific, objective, contemporaneous, articulable facts concerning the behavior, appearance, speech, or body odors of the employee. The determination must be based upon observations of the trained supervisor making the determination, and may not be based upon hearsay.

The trained supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test. The trained supervisor witnessing the impairment must document the specific observations under which the reasonable suspicion is based.

The reasonable suspicion alcohol test will be administered within two (2) hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight (8) hours following the observation.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and/or alcohol test will attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substance use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

Any reports or complaints which are filed as a result of this section and are determined to be malicious, vexatious or not in good faith, shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to alcohol use.

6. Return to Duty/Follow-up Testing

A covered employee who has violated any of the prohibitions of this Policy must submit to a return-to-duty test before he/she may be returned to a position requiring the performance of safety-sensitive functions. The test result must indicate an alcohol concentration of less than 0.02 percent or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest

MV00104970

during the first year of recover, the employee will be subject to follow-up testing, which is separate from the random testing obligation. The employee will be subject at least six (6) unannounced drug and/or alcohol tests during the first year back to the safety-sensitive position following the violation.

A substance abuse professional can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months from the date the employee returns to duty. The Substance Abuse Professional can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the Substance Abuse Professional determines that additional testing is no longer necessary and is supported by the employer. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug use when the Substance Abuse Professional has reason to suspect other drug or alcohol use during the follow-up period.

H. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing

Alcohol testing shall be conducted by using an evidential breath testing devise (EBT) approved by the National Highway Traffic Safety Administration. Non-EBT devices may be used for initial screening tests.

A screening test shall be conducted first. This initial screening may be accomplished using a saliva test kit. If the result is an alcohol concentration level of less than 0.02 percent, the test is considered a negative test. If the alcohol concentration level is 0.02 percent or more, a second confirmation test using the EBT shall be conducted.

The procedures that shall be utilized by the lab for collection and testing of the specimen are attached hereto as Appendix "B".

2. Drug Testing

Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed for the following drugs:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines

MV00104971

- Opiates (including Heroin)
- Phencyclidine (PCP)

Drug testing will be conducted pursuant to the procedures set forth in Appendix "C"

I. REFUSAL TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST

As set forth in this Policy, a covered employee who refuses to submit to any required drug and/or alcohol testing shall be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

A job applicant who refuses to consent to a drug and/or alcohol test will be denied employment with the City of Moreno Valley. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination.

Where there is reasonable suspicion that the employee is then under the influence of drugs and/or alcohol, the manager or supervisor shall arrange for the employee to be safely transported home after the testing. An employee shall not be permitted to transport him/herself.

J. CONSEQUENCES OF FAILING A DRUG AND/OR ALCOHOL TEST

It is the employee's responsibility to inform the City if he/she has a substance abuse problem and needs assistance to solve the problem, prior to taking (and possibly failing) the drug and/or alcohol test.

A positive result from a drug or alcohol test may result In disciplinary action, up to and including termination in accordance with this policy.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive functions.

2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her drug or alcohol abuse. The City is not required to pay for this treatment

3. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed) that indicates an alcohol concentration level of less than 0.02 percent or a negative result on a controlled substances test.

4. Shall be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

MV00104972

K. ALCOHOL MISUSE OVERVIEW

A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. Alcohol is a drug. It is a central nervous system depressant that slows the body's functions. For some people, the use of alcohol can become addictive. The body develops a tolerance for alcohol, thus needing more of the drug to achieve the same effects. Once addicted to alcohol, the body experiences withdrawal symptoms when alcohol is not present in the bloodstream. Alcohol addiction, or alcoholism, is a disease. If left untreated, alcoholism is progressive as the damage to the body continues, and if unchecked may be ultimately fatal.

Alcohol misuse, alcohol abuse and alcoholism affect an individual's work performance. Alcohol, even in very small amounts, affects the user's judgment, reflexes, thinking ability, coordination, and attention. Alcohol is particularly dangerous when an individual needs to make a decision and act in an emergency or unfamiliar situation. Alcohol in a person's bloodstream affects one's ability to operate a vehicle or complex machinery, and to perform any safety-sensitive related tasks. Coming to work with a "hangover" also affects an employee's ability to perform. Hangover symptoms may include diminished clarity in thinking, tremors that reduce fine motor coordination, and flu-like feelings that decrease alertness and well being.

Alcohol misuse, alcohol abuse and alcoholism also affect an individual's personal and family life. Heavy alcohol drinkers have more illness and medical conditions requiring treatment. Financial and legal complications from excessive drinking are common problems. In the late stages of alcoholism, the individual's life is centered on alcohol; family, job, friends (except drinking buddies) are unimportant and ignored.

The following are indicators that alcohol may be a problem in an individual's life:

- Excessive use of Annual Leave because of heavy drinking or hangover.
- Monday and Friday absences from work; days before and after holidays.
- Making repeated promises to family/friends to "cut down" or stop drinking.
- Needing increasing amounts of alcohol to "feel good" or "get high."
- Morning shakes or tremors that are relieved by taking a drink.
- Being arrested for drunk driving.
- Refusing to participate in leisure activities where alcohol is unavailable.
- Experience periods of "blackout" when drinking (not remembering some events or situations that occurred while drinking).

MV00104973

- Mood swings and unreasonable resentments towards others.

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical or mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

A. SIGNS AND SYMPTOMS OF ALCOHOL USE

1. IMMEDIATE EFFECTS OF ALCOHOL

- Odor of alcohol on breath
- Initial stimulation followed by depressed nervous system.
- Flushed skin
- Glazed appearance of eyes
- Slowed reaction rate
- Slurred speech
- Dulled mental processes
- Lack of Coordination

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

2. CHRONIC AND LONG TERM HEALTH EFFECTS

The chronic consumption of alcohol that averages three or more servings per day of an alcoholic beverage over time may result in the following health hazards: (one serving of beer is 12 oz., one serving of wine is 6 oz., and one serving of 80 proof liquor is13 oz.)

- Nutritional deficiencies and sleeping difficulties
- Impaired short-term memory and the inability to concentrate
- Brain and nervous system damage
- Liver damage
- Digestive problems (gastric ulcers)

MV00104974

- Higher likelihood of stroke, coronary problems
- Disease of the pancreas and kidneys

- Birth defects in children of heavy-drinking women (up to 54 percent of all birth defects are alcohol related)

- Physical and psychological dependence (up to 10 percent of all people who drink alcohol become dependent on alcohol and can be termed "alcoholic.")

- Increased cancer of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma

3. ALCOHOL'S EFFECTS ON SOCIETY

- Two-thirds of all homicides are committed by people who drink prior to the crime.

- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.

- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.

- The rate of separation and divorce in families with alcohol dependency problems is seven times the national average.

- Forty percent of family court cases have alcohol-related problems.

- Alcoholics are 15 times more likely to commit suicide than other segments of the population.

4. WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage through the body.

- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.

- A person who is legally intoxicated is six times more likely to have an accident than a person who is sober.

5. CONFIDENTIALITY PROCEDURES FOR INTERNAL CONTROL

Laboratory reports or test results shall not appear in an employee's general personnel file. The Human Resources Department will keep information of this nature under their control in a separate confidential medical file. Supervisors, managers, and other staff with such knowledge are not to discuss or disclose the results of any employee's drug and/or

MV00104975

alcohol tests with other employees, except under approved reasons as delineated by City policy.
The Human Resources Director or designee may disclose reports or test results to City management on a strictly need-to-know basis and to the tested employee upon request.

Employee's confidentiality is also protected with regard to disclosure by supervisors of any over-the-counter or prescribed medications, when the employee has notified the supervisor of such use as mandated by this policy.

The City may disclose test results without the employee's consent only when:

a. The information is compelled by law or by judicial or administrative process;

b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;

c. The information is necessary to administer an employee benefit plan; or

d. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

MV00104976

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX B

Each employer shall establish an employee education and training program for all covered employees including:

A. EDUCATION

The education component shall include display and distribution to every covered employee of informational material for employee assistance, if available.

B. TRAINING

1. 1. **Covered employees.** Covered employees must receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use, including alcohol; on personal health, safety, and the work environment; and on the signs and symptoms that may indicate prohibited drug abuse.

2. 2. **Supervisors.** Supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, including alcohol, and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

   The local governing board of the employer or operator shall adopt an anti-drug and alcohol misuse policy statement. The statement must be made available to each covered employee, and shall include the following:

   a. The identity of the person, office, branch and/or position designated by the employer to answer employee questions about the employer's anti-drug use and alcohol misuse programs.

   b. The categories of employees who are subject to the provisions of this part.

   c. Specific information concerning the behavior and conduct prohibited by this part.

   d. The specific circumstances under which a covered employee will be tested for prohibited drugs and/or alcohol misuse under this part.

   e. The procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and

MV00104977

the integrity of the drug and alcohol testing process, safeguard the validity of the test results and ensure the test results are attributed to the correct covered employee.

f. The requirement that a covered employee submit to drug and/or alcohol testing administered in accordance with this part.

g. A description of the kind of behavior that constitutes a refusal to take a drug and/or alcohol test, and a statement that such a refusal constitutes a violation of the employer's policy.

h. The consequences for a covered employee who has a verified positive drug or confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR part 40.

i. The consequences, as set forth in FTA Part 655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04.

j. The employer shall inform each covered employee if it implements elements of an anti-drug use or alcohol misuse program that are not required by this part. An employer may not impose requirements that are inconsistent with, contrary to, or frustrate the provisions of this part.

Each employer shall provide written notice to every covered employee, and to representatives of employee organizations, of the employer's anti-drug and alcohol misuse policies and procedures.

MV00104978

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX C

A. ALCOHOL TESTING PROCEDURES

All testing will be conducted in accordance with alcohol testing procedures as required by 49 CFR.40 using the following procedures:

1. The employee arrives at the testing site.

2. If the employee does not arrive at the designated time for testing, the supervisor or designee will be contacted for instructions.

3. The I.D. of the employee to be tested is verified by examining a photo I.D. If the I.D. cannot be established, the Breath Alcohol Technician (BAT) will attempt to notify the employee's supervisor to establish a positive I.D. If that is not possible, the process stops.

4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present his/her I.D.

5. Once the employee's I.D. is established, Step 1 of the United States Department of transportation Breath Alcohol Testing Form (DOT) will be completed.

6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign; it is regarded as a refusal to take the test.

7. The employee shall be tested for alcohol using a saliva test kit or screening alcohol breath test. If test results are negative on this screening test, a copy of the DOT form will be completed noting the results, and a copy provided to the employee. One will be forwarded to the supervisor and one will be retained by the BAT.

8. If the screening test indicates an alcohol level greater than 0.02, an EBT test is required as follows:

    a. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Testing (EBT) device for the test.

    b. The employee will open an individually sealed mouthpiece in view of the BAT and attach it to the EBT according to instructions.

    c. The employee will blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.

MV00104979

d. The BAT completes Step 3 of the DOT testing form.

e. The employee will sign Step 4 of the DOT testing form stating that the information on the form is accurate and that the employee must not perform safety-sensitive duties or operate heavy equipment if the results are 0.02 or greater.

f. If the test results are less than 0.02 on this test, a copy of the form will be provided to the employee. The test process is complete and a copy will be forwarded to supervisor and one will be retained by the BAT. If the test results are greater than 0.02 on this test, an EBT confirmation test will be conducted as follows:

i. The BAT will explain that a confirmation test will be conducted.

ii. The employee must stay in the room observed for a fifteen (15) minute waiting period. During this period, the employee may not eat, drink, or put any object or substance into his/her mouth.

iii. The confirmation test will be conducted no less than fifteen (15) minutes after the initial EBT test, but within thirty (30) minutes of the completion of the initial list.

iv. The confirmation test will be completed according to Steps H-M of this procedure.

v. If the result of the confirmation test is different from the EBT screening test, the confirmation test will be considered the accurate result.

vi. If the results are still greater than or equal to 0.02 on the confirmation test, the BAT will contact the employee's supervisor for further instructions before releasing the employee from the test site.

vii. Employees with a reading of 0.02 or more are not to drive or engage in any safety-sensitive operations until further notice from their supervisor and in accordance with this policy.

viii. All results will be transmitted in conformity to confidentiality procedures outlined below.

B. DRUG TESTING PROCEDURES

1. The urine specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab.

MV00104980

2. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab.

3. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

4. If the test is positive for one or more drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis.

5. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City.

6. With all positive drug tests, the physician (a.k.a. medical review officer [MRO]) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

MV00104981

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX D

REASONABLE SUSPICION OBSERVATION FORM
(STRICTLY CONFIDENTIAL)

EMPLOYEE NAME: **DAY/TIME OF INCIDENT:**

SUPERVISOR #1 NAME: (Optional) **SUPERVISOR #2 NAME:** (Optional)

The following checklist is to be completed when an incident has occurred which provides reasonable suspicion that an employee is under the influence of a prohibited drug substance or alcohol. The supervisor(s) note all pertinent behavior and physical signs or symptoms, which lead you to reasonable belief that the employee has recently used or is under the influence of a prohibited substance. Mark each applicable item on this form and any additional facts or circumstances, which you have noted.

A. NATURE OF THE INCIDENT/CAUSE FOR SUSPICION

1. Observed/reported possession or use of a prohibited substance
2. Apparent drug or alcohol intoxication
3. Observed abnormal or erratic behavior
4. Arrest or conviction for drug-related offense
5. Evidence of tampering on a previous drug test
6. Other (e.g., flagrant violation of safety regulations, serious misconduct, fighting or argumentative/abusive language, refusal of supervisor instruction, unauthorized absence on the job). Please specify.

_____

_____

_____

B. UNUSUAL BEHAVIOR

1. Verbal abusiveness
2. Physical abusiveness
3. Extreme aggressiveness or agitation
4. Withdrawal, depression, mood changes, or unresponsiveness
5. Inappropriate verbal response to questioning or instruction
6. Other erratic or inappropriate behavior (e.g., hallucinations, disorientation, excessive euphoria, confusion). Please specify.

_____

_____

MV00104982

C. PHYSICAL SIGNS OR SYMPTOMS

1. Possessing, dispensing, or using controlled substance.
2. Slurred or incoherent speech.
3. Unsteady gait or other loss of physical control; poor coordination.
4. Dilated or constricted pupils or unusual eye movements.
5. Bloodshot or watery eyes.
6. Extreme fatigue or sleeping on the job.
7. Excessive sweating or clamminess to the skin.
8. Flushed or very pale face.
9. Highly excited or nervous.
10. Nausea or vomiting.
11. Odor of alcohol.
12. Odor of marijuana.
13. Dry mouth (frequent swallowing/lip wetting).
14. Dizziness or fainting.
15. Shaking hands or body tremors/twitching.
16. Irregular or difficult breathing.
17. Runny sores or sores around nostrils.
18. Inappropriate wearing of sunglasses.
19. Puncture marks or "tracks".
20. Other (Please specify.)

_____

_____

_____

D. WRITTEN SUMMARY

Please summarize the facts and circumstances of the incident, employee response, supervisor actions, and any other pertinent information not previously noted. Please note the date, times, and location of reasonable cause testing or note if employee refused test. Attach additional sheets as needed.

_____

_____

_____

_____

_____

Signature of Supervisor #1 Date/Time **Signature of Supervisor #2 Date/Time**

MV00104983

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX E

I. THE CITY OF MORENO VALLEY DRUG AND ALCOHOL PROGRAM MANAGER (DPMA) AND DESIGNATED EMPLOYER REPRESENTATIVE (DER)

The City of Moreno Valley has designated the Human Resources Director or designee, as the Drug and Alcohol Program Manager (DAPM), and as the Designated Employer Representative (DER) to answer questions about the City of Moreno Valley's anti-drug and alcohol misuse programs.

MV00104984

Personnel Rules and Regulations Revision Index **ATTACHMENT B**

The attached City of Moreno Valley Personnel Rules reflect changes due to the MOU's that were adopted during the past two years. For easy reference purposes, the format of the document and headings were changed to regular font and no line spacing, so that changes can be more easily seen. Fonts with ~~strikethrough~~ indicate that the wording is being deleted. Fonts that are in **bold** indicate that the wording is new added.

The following is an index of the pages and changes made.

Page Number	Change
i	Date of revision to personnel rules and adding "official employee" to the title of the personnel file name
iii	Added Section 7.05 Holiday Pay and Holiday Leave
iv	Added Section 9.40 Last Chance Employment Agreement
3	
5	Added Section 9.40 Last Chance Employment Agreement terms
6	Added 12 months limit to terms of temporary employment
7	Changed "Normally" to "Typically"
20	Changed "determined" to "approved"
21	Changed "must request" to "can obtain"
35	An employee who resigns from the City, and is rehired within one year of his/her rehire date, will receive the same employee benefits, and the City will pay the same share of CalPERS contributions, as prior to the separation
39	All over-time work must be pre-approved by the employee's manager
42	Section 7.05 Holiday Pay and Holiday Leave Lists the City's 11 legal holidays and explains how holiday pay is accrued and how it can be used Section 7.10 Annual Leave Deleted the word "holiday" as part of the combined banks used to calculate annual leave banks Deleted Section A and then renamed Sections B – H
43	Changed required amount of annual leave usage from 168 to 80 hours annually Removed all references to "holiday leave" Annual Leave reporting shall be done in ¼-of-an-hour increments for all employees
44	Annual Leave Donations approved by HR Director instead of City Manager Deleted sentence regarding annual leave donations being taken from forfeitable annual leave balances Annual Leave calculations now include any WSR used in a 40-hour workweek Annual Leave Accrual Rates updated to reflect holiday hours being removed from Annual Leave Bank.

MV00104985

A. Executive Team

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~14.77~~	**11.39**	~~384~~	**296**	~~2,080~~	**1,664**
6 – 10	~~16.31~~	**12.93**	~~424~~	**336**		
11+	~~17.85~~	**14.47**	~~464~~	**376**		

Deleted "including grandfathered amounts"

B. Division Management Employees

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~13.85~~	**10.47**	~~360~~	**272**	~~2,080~~	**1,664**
6 – 10	~~15.38~~	**12.01**	~~400~~	**312**		
11+	~~16.31~~	**12.93**	~~424~~	**336**		
DM's Hired Prior to 9/22/92	~~16.92~~	**13.55**	~~440~~	**352**	~~2,080~~	**1,644**

45 C. Professional/Administrative

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~13.09~~	**9.70**	~~340~~	**252**	~~2,080~~	**1,664**
6 – 10	~~14.62~~	**11.24**	~~380~~	**292**		
11+	~~15.54~~	**12.16**	~~404~~	**316**		
PAM's Hired Prior to 9/22/92	~~16.15~~	**12.77**	~~420~~	**332**	~~2,080~~	**1,644**
Added: **PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.**						

Deleted "including grandfathered amounts"

D. Non-Exempt

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~10.77~~	**7.39**	~~280~~	**192**	~~2,080~~	**1,664**
6 – 10	~~12.31~~	**8.93**	~~320~~	**232**		
11+	~~13.23~~	**9.85**	~~344~~	**256**		
NE's Hired Prior to 9/22/92	~~13.85~~	**10.42**	~~360~~	**272**	~~2,080~~	**1,644**

Section 7.15 Grandfathered Leave Balances

Added policy date of December 14, 2007

Sick Leave shall be referred to as "Grandfathered Sick Leave" and are considered "frozen" sick leave hours

Added the word "frozen"

Changed "an" to "a"

Deleted "not" added "only"

Added "if the employee is on approved FMLA leave"

46 Added formula options for Grandfathered Sick Leave balances at time of retirement

Changed "separation" to "retirement"

	Added that employees who do not retire under the City's CalPERS contract at the time of separation shall forfeit 40% of their frozen sick leave
	Added that an employee absent for three consecutive working days due to illness or injury may access their frozen sick leave bank. In order to do so, employee must complete a Leave of Absence Request Form and submit it, along with a physician's certification of inability to perform required duties to their supervisor and executive manager for approval
	Changed 2080 to 1664 hour annual leave cap
	Section 7.20 Annual Leave Cash Out Upon Separation and Retirement
	Changed separating employees are entitled to payment for "80%" to "100%" of their unused annual leave balance
	Deleted sentence regarding 20% of annual leave being forfeited
	Deleted Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15
	Changes employees retiring from the City
	Changed retiring employees are entitled to payment for "80%" to "100%" of their unused annual leave balance
	Deleted sentence regarding 20% of annual leave being converted to PERS service credit
48	Deleted sentence, "If she chooses to remain away from work longer, she must apply for family leave."
49	Changed "shall" to "may" and added "Frozen Sick Leave, and then any other accrued leave available, such as"
	Changed "continuing" to continue"
53	Section 7.60 On-the-Job Injuries and Workers' Compensation Coverage
	Added "fully paid Workers' Compensation Leave (i.e., equal to the employee's regular base pay compensation, including reduced pay due to furlough pay reduction"
	Deleted "a sum which, when added to the amount of temporary disability payment, will result in a payment equal to such an employee's regular compensation"
	Added "receive"
	Added "through the City's Long Term Disability Plan"
	Added sentence stating that if an employee is unable to return to work due to a permanent disability and retires under CalPERS benefits, the employee may also be eligible for long-term disability plan benefits
54	Added sentence stating that if an employee is still unable to work after one year, the City may initiate processing a PERS disability retirement application on behalf of the employee
55	Added "or medical Retirement"
63	Added Section 9.40 Last Chance Employment Agreement
	Changed "9.40" to "9.45"
64	Changed "9.45" to "9.50"
	Changed "9.50" to "9.55"
	Changed "9.55" to "9.60"

76	Section 13.15 Access to Files Changed "Finance" to Financial and Administrative Services"
78	Section 14.05 Benefit Bank Added "to the extent permitted by the provisions of the benefit plan carriers" Changed "two (2) weeks of any change of active status" to "sixty (60) days as defined by CalPERS
80	Section 14.15 Post Retirement Medical Benefits
81	Deleted "an insurance/annuity program chosen by the MVCEA" Added "the Benefit Bank" Added "under the CalPERS retirement benefits system with a minimum of" and deleted "after at least" Section 14.25 City Retirement Plan Added "for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009." Added "hired prior to July 1, 2009" Added "Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution." Added "hired prior to July 1, 2009" Added "Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution."
82	Added section "D" Section 14.35 IRC Section 457 Plan Changed requests for emergency/hardship withdrawal will now be made directly to the 457 plan provider and not to Human Resources 14.36 IRC Section 401A Plan Deleted "Open Enrollment is the only opportunity to join the plan." Changed Eligible employees who want to enroll must do so within the first 30 days of hire, or during the annual open enrollment period. Added PAM-Confidential employees receive $750.10 per fiscal year (28.85 per pay period) in a City sponsored 401(a) Plan.
83	14.40 Life Insurance Added section "D" Changed $11,000 to $14,000

84	Added to Section "B" regarding paid vs. unpaid leave in relation to annual leave accruals, FMLA leave, health insurance and COBRA disability retirement options.
85	Section 15.05 Stand-by Deleted "seven (7) consecutive calendar days a" Added "period of days" Deleted "Friday at 4:00 p.m. Added "at the time and on the day determined by the departmental coverage requirements and as approved by the employee's manager. Under some circumstances the period is not a seven consecutive day period." Added current Stand-by Pay amounts
86	15.16 Safety Equipment Added "an", "stipend" Deleted "vouchers with a local vendor" Added "The City provides uniforms for employees in the Security Guard job classification.
87	Section 16.25 Seminars and Conferences Section "A" Changed Finance to "Financial and Administrative Services"
88	16.30 Tuition Reimbursement Added "pre", "accredited", "up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30)" Added that courses must be part of a recognized degree or related to the employee's current job; and the school offering the program must be an accredited school recognized by the U.S. Department of Education or authorized accrediting organization, e.g. WASC Deleted "leading to an Associate's degree, undergraduate or graduate degree"

MV00104989

CITY OF MORENO VALLEY
PERSONNEL RULES & REGULATIONS
REVISED ~~FEBRUARY 2009~~, **May 2011**

Please complete this form and return to Human Resources. If you have any questions regarding the Personnel Rules & Regulations, please contact the Human Resources Department at extension 3045.

On _____, I received a copy of the City of Moreno Valley's, ~~February 2009~~ **May 2011**, Revised Personnel Rules & Regulations, and I have had an opportunity to ask questions and discuss the information. I understand that a copy of this acknowledgement form will be placed in my central **official employee** personnel file, located in the Human Resources Department.

Employee Name (Please Print): _____

Employee Signature: _____

Department/Division: _____

. . . . . .

Human Resources Department Use Only

Date Returned: _____

Received by: _____

CITY OF MORENO VALLEY
PERSONNEL RULES AND REGULATIONS
REVISED ~~February 2009~~ **May 2011**
TABLE OF CONTENTS

SECTION 1: GENERAL PROVISIONS
1.05 Authority 1
1.10 Objectives 1
1.15 Interpretation 1
1.20 Definition of Terms 1
1.25 Administration of the Personnel System 7
1.30 Contracts for Special Services 7
1.35 Application and Exceptions 8
1.40 Adoption and Amendment of Rules 9
1.45 Validity of Rules (Severability) 9
1.50 Violation of Rules 9
1.55 Conflicts of Interest and Acceptance of Gifts and Other Gratuities 9
1.60 Incompatible Employee Activities 10
1.65 Political Activities 10
1.70 Safety and Health 11
1.75 Drug and Alcohol Free Workplace Policy 12
1.80 Equal Employment Policy 13
1.85 Discrimination and Anti-Harassment Policy 13
1.90 Workplace Violence Policy 15
1.95 Smoking Policy 16
SECTION 2: CLASSIFICATION AND SALARY PLAN
2.05 Preparation, Adoption, and Amendment of Classification Plan 17
2.10 Allocated Positions 17
2.15 New Positions 17
2.20 Classification Manual 17
2.25 Preparation of Salary Schedule 17
2.30 Appropriate Salary Level 17
2.35 Benefit Plan 18
SECTION 3: TYPES OF APPOINTMENTS
3.05 Types of Appointments 19
3.10 Emergency Appointments 19
3.20 Acting Pay 19
3.25 Transfer 20
3.30 Promotion 21
3.35 Demotion 21
3.40 Reclassification 21
3.45 Layoffs, Reduction in Force, Recall 23

SECTION 4: RECRUITMENT AND SELECTION

4.05 Equal Employment Goals and Policies 26
4.10 Personnel Requests 26
4.15 Job Announcements 26
4.20 Personnel Applications 27
4.25 Recruitment 27
4.30 Evaluation of Applications 28
4.35 Candidates' Examination Inspection 28
4.40 Veterans' Points 29
4.45 Nepotism Policy 29
4.50 Driving Safety Check 31
4.55 Eligibility Lists 31
4.60 Final Decisions of Selection 32
4.65 Pre-Employment Physical 32
4.70 Employment Eligibility Verification 33
4.75 Probationary Period 33
4.80 Criminal Conduct – Ineligibility for Employment 33
4.85 Fingerprinting 34
4.90 Resignation 34
4.95 Rehire 34
SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS
5.05 Salary at Appointment 35
5.10 Employee Performance Evaluation 35
5.15 Progression on Merit Pay 36
SECTION 6: ATTENDANCE AND HOURS OF WORK
6.05 Workweek and Overtime 38
6.06 Overtime Compensation 38
6.08 Compliance with Fair Labor Standards Act 39
6.10 No Guarantee of Hours 39
6.15 Stand-by and Call-back Policy 39
6.20 Time Sheets 39
6.25 Constructive Resignation 40
6.30 Lunch and Break Policy 40
SECTION 7: LEAVES
7.05 Holiday Pay and Holiday Leave
7.10 Annual Leave 41
7.15 Grandfathered Leave Balances 44
7.20 Annual Leave Cash Out Upon Separation and Retirement 45
7.30 Bereavement Leave 45
7.35 Jury Duty and Witness Leave 46
7.40 Pregnancy Disability Leave 46
7.45 Family Care and Medical Leave 47
7.50 Leave of Absence Without Pay 49
7.55 Military Leave 50
7.60 On-the-Job Injuries and Workers' Compensation Coverage 51

7.65 Voting Leave 54

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES
8.05 General Statement of Policy 55
8.10 Customer Service Policy 55
8.15 Unlawful Discrimination 55
8.20 Standards of Conduct 55
8.25 Objective of Disciplinary Guidelines 56
8.30 Major and Minor Offenses 57
8.35 Levels of Offenses 57
SECTION 9: DISCIPLINARY ACTIONS
9.05 Definition of Disciplinary Action 62
9.10 Informal Discussion 62
9.15 Formal Warning 62
9.20 Written Reprimand 62
9.25 Disciplinary Suspension 62
9.30 Reduction in Pay 63
9.35 Demotion 63
9.40 Last Chance Employment Agreement 63
9.4**5**~~0~~ Dismissal 63
9.**50**~~45~~ Resignation – An Alternative to Disciplinary Action 64
9.5**5**~~0~~ Documentation of Disciplinary Action 64
9.**60**~~55~~ Employee Representation 64
SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS
10.05 Actions That Are Not Appealable 65
10.10 Disciplinary Action Subject to Skelly Procedure 65
10.15 Administrative Suspensions with Pay 65
10.20 Skelly Procedure/Due Process 65
10.25 Appeal of Department Head's Decision 66
10.30 Amended Notice of Disciplinary Action 67
SECTION 11: APPEALS HEARING PROCESS
11.05 Selection of a Hearing Officer 68
11.10 Scheduling the Hearing 68
11.15 Hearing Representation 68
11.20 Recordation of Hearing 69
11.25 Hearing Expenses 69
11.30 Hearing Procedure 69
11.35 Hearing Officer's Recommendation 69
11.40 City Manager's Decision 70
SECTION 12: GRIEVANCES
12.05 Matters Subject to Grievance Procedures 71
12.10 Matters Not Subject to Grievance Procedures 71
12.15 Freedom from Reprisal 72

12.20 Consolidation 72

12.25 Resolution 72
12.30 Withdrawal 72
12.35 Resubmission 72
12.40 Employee Representation 72
12.45 Miscellaneous 72
12.50 Informal Grievance Procedure 73
12.55 Formal Grievance Procedure 73
12.60 Time Limits 74
SECTION 13: EMPLOYEE RECORDS AND FILES
13.05 Personnel Files 75
13.10 Documents in Personnel Files 75
13.15 Access to Files 76
13.20 Disclosure of Information 76
13.25 Changes-in-Status 76
13.30 Application Retention 77
13.35 Destruction of Personnel Records 77
BENEFIT POLICIES
SECTION 14: EMPLOYEE BENEFIT POLICIES
14.05 Benefit Bank 78
14.10 Management Package 79
14.12 Auto Allowance 80
14.15 Post Retirement Medical Benefits 80
14.20 PERS Medical Coverage for Retirees 81
14.25 City Retirement Plan 81
14.30 IRC Section 125 Plan 82
14.35 IRC Section 457 Plan 82
14.36 IRC Section 401A Plan 82
14.40 Life Insurance 83
14.45 Disability Insurance 83
14.50 Unemployment Compensation 84
14.55 Employee Assistance Program (EAP) 84
14.60 Medicare 84
SECTION 15: SPECIAL COMPENSATION
15.05 Stand-By 85
15.10 Call-back 86
15.15 Bilingual Pay 86
15.16 Safety Equipment 86
SECTION 16: TRAINING
16.05 Training 87
16.10 In-House Training 87

16.15 Departmental Training 87

16.20 Training Courses 87
16.25 Seminars and Conferences 87
16.30 Tuition Reimbursement 88
16.35 Training and Travel Reimbursement 88
DRUG AND ALCOHOL FREE WORKPLACE POLICY
APPENDIX A
Testing for Alcohol and Drugs 90
A. Employee Responsibilities 90
B. Management Responsibilities 92
C. Enforcement 93
D. Physical Examination and Procedure 93
E. Results of Drug and/or Alcohol Analysis 94
F. Confidentiality 94
SUPPLEMENT TO THE DRUG AND ALCOLOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS
A. Employee Questions 95
B. Covered Employees 95
C. Covered Commercial Vehicles 95
D. Safety-Sensitive Functions 96
E. Prohibited Conduct 96
F. Consequences for Employees Found to Have Alcohol 98
G. Circumstances Under Which Drug and/or Alcohol Testing will 98
Be Imposed On Covered Employees
H. Procedures to be Used for Detection of Drugs and Alcohol 101
I. Refusal to Submit to a Drug and/or Alcohol Test 102
J. Consequences of Failing a Drug and/or Alcohol Test 102
K. Alcohol Misuse Overview 102
ALCOHOL FACT SHEET 104
A. Signs and Symptoms of Alcohol Use 104
1. Immediate Effects of Alcohol 104
2. Chronic and Long Term Health Effects 104
3. Alcohol's Effects on Society 105
4. Workplace Issues 105
5. Confidentiality Procedures for Internal Control 105
APPENDIX B 107
Employee Education and Training Program 107

A. Education 107

B. Training 107
APPENDIX C 109
Testing will be Conducted in Accordance with Alcohol Testing 109
Procedures as Required by 49 CFR.40
A. Alcohol Testing Procedures 109
B. Drug Testing Procedures 110
APPENDIX D 112
Reasonable Suspicion Observation Form 112
APPENDIX E 114
Drug and Alcohol Program Manager (DAPM) and Designated Employer 114
Representative (DER)

PERSONNEL RULES AND REGULATIONS
REVISED February **May 2009 11**
SECTION 1: GENERAL PROVISIONS
1.05. AUTHORITY
The City Council of the City of Moreno Valley is authorized and directed under the Municipal Code and the provisions of Section 1.40 of these Rules to adopt rules for the administration of the City's personnel system.
1.10 OBJECTIVES
The objectives of these Personnel Rules are to facilitate efficient and effective services to meet public needs as well as provide for an equitable system of personnel management in municipal government.
These Rules shall set forth in detail procedures which ensure fair and equitable treatment for those who compete for original employment and promotion within City employment and define many of the obligations, rights, privileges and prohibitions which are placed upon all employees in the competitive service of the City.
1.15 INTERPRETATION
Within the limits of administrative feasibility, the City Manager shall be responsible for the interpretation of these Rules in cases where the proper application of a rule or any portion thereof is not clearly ascertainable. When such interpretation is required, the result shall be in harmony with the objectives set forth above.
1.20 DEFINITION OF TERMS
All words and terms used in these Rules and in any ordinance or any resolution dealing with Personnel Rules and Regulations shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, the following words and terms most commonly used are defined.
Anniversary Date: The date when the employee last completed probation. If an at-will employee, the date the employee was hired to the most recent position.
Except as specifically provided in these Rules, any non-probationary employee who takes an authorized leave of absence without pay shall have his or her anniversary date extended the same amount of time as his or her period of leave.
Appointing Authority: The City Manager or designee who, in his or her individual capacity, has the final authority to appoint a person to a position of employment.
Appointment: The designation of a person to fill a position of employment.
At-Will Employee: A probationary employee, temporary employee, seasonal employee or contract employee, who does not hold career status.

Career Employee: A permanent employee hired for an indefinite term into a budgeted

position, who is regularly scheduled to work no less than one thousand (1,000) hours per year, has successfully completed his or her probationary period, and has been retained as provided in these Rules.
City: The City of Moreno Valley.
City Manager: The City's Chief Executive Officer.
Classification: A certain group of job positions with the same title, salary range, and benefit package.
Classification Manual: A document containing the class specifications for all City positions as approved by the City Manager or designated official.
Classification Plan: A listing of the duties and responsibilities of all City positions, as determined by the City Manager and adopted by the City Council.
Classification Roster: A listing of all City positions including the title and benefit category contained in the annual fiscal year budget, as determined by the City Manager and adopted by City Council.
Compensatory Time: Time accrued or taken off from work with pay, in lieu of paid overtime compensation.
Competitive Service: The merit system whereby City employees are hired and promoted through a competitive process based upon objective standards of merit to assure fair consideration in all aspects of employment/promotion.
Contractual Employee: An employee hired and paid pursuant to the terms and conditions of a specified written contract between such an employee and the City.
Days: Calendar days unless otherwise stated.
Demotion: The voluntary or involuntary transfer of an employee from one classification to another classification with a lower salary or to a lower step in a classification or hierarchy of positions.
Department Head: One who functions directly under the authority of the City Manager, has direct responsibility for a particular department, and manages its staff, policies and budget.
Dependent: A covered person who relies on another person for support; or obtains health coverage through a spouse, domestic partner, parent, grandparent, or legal guardian. **For the purpose of insurance eligibility, an eligible dependent is defined as: spouse, registered domestic partner, child, economically dependent child, and adult children up to age 26.**
Direct Appointee**:** A person occupying a position in the City employment selected by the City Council or City Manager. Direct Appointees include the City Manager, Assistant City Manager, City Clerk, City Treasurer, City Attorney, and any assistant or deputies to the City Manager, City Clerk, City Treasurer, City Attorney and Department Heads.
Disciplinary Action: The discharge, demotion, reduction of pay, suspension, placing on probation, or the issuance of a **last chance employment agreement,** written reprimand, or formal warning, or any other action for punitive, corrective, or disciplinary reasons.

Disciplinary Suspension: A disciplinary action that temporarily separates an employee

from City service without pay.
Dismissal: The discharge of an employee by the City from City employment.
Division Manager: Division Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.
Domestic Partner: As defined by state law and registered accordingly.
Elected Official: The Mayor and members of the City Council. Members of commissions and advisory bodies appointed by the City Council or City Manager shall be included in this definition for use in the Rules only.
Eligibility List: A list of all persons eligible for appointment to a particular classification after final testing/interviews as determined by the Human Resources Director.
Emergency Appointment: An appointment made to meet immediate requirements of an emergency condition, such as fire, flood or earthquake, which threatens life or property, where such employment is not anticipated to endure beyond the duration of such an emergency period.
Employee: A person occupying a position in the City employment providing services to the City or its residents. This excludes City Council Members, commissioners, members of advisory boards, positions appointed directly by the City Council, independent contractors and outside contractors.
Employee Assistance Program (EAP): A health and wellness benefit which allows an employee or a member of his or her family to receive personal counseling at City expense, subject to certain limits and available funds.
Employee Relations Officer: The City Manager-designated officer who administers the City's employee relations as defined in Employee Relations Resolution #92-110. The designated Employee Relations Officer functions under the authority of the City Manager.
Executive Management: Department Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.
Fair Labor Standards Act (FLSA): The Federal Law, which guarantees employees certain minimum wages and time and one-half overtime standards.
Fiscal Year: A twelve-month period from July 1 to June 30 in which the City plans, budgets, appropriates, and expends its funds.
Flexible Work Schedule: A City Manager-approved variation from the standard daily work hour schedule of 8:00 a.m. to 5:00 p.m.
Full-time Employee: An employee who is regularly scheduled and expected to work forty (40) hours or more during a workweek.
Furlough: A Management-dictated, mandatory, reduced working period implemented to save City funds during difficult economic times.

General Non-Exempt Employee: An employee who is not exempt from the pay and

overtime provisions of FLSA and who qualifies for a certain benefits package.
Human Resources Officer: The City Manager-designated officer, known as the Human Resources Director, who administers the City's personnel system. The designated Human Resources Officer functions under the authority of the City Manager.
In-House Competitive Examination: A type of examination open only to City employees meeting the minimum qualifications for a particular classification.
Immediate Family Member: Mother, father, spouse, domestic partner, natural/step children, children of domestic partner, mother-in-law, father-in-law, brother, or sister, grandparent and grandchild. Step-parents may be included depending on the current situation.
Insubordination: This occurs when an employee refuses a lawful order from a supervisor. Three elements should exist: (a) the employee understood the instructions and consequences of failing to follow the order; (b) the order was in line with the employee's duties; and (c) there was no safety reason for the employee to refuse the order.
Interim Employee: An employee who is appointed to a career classification on an acting or temporary basis pending completion of the recruitment process, issuance of an eligibility list, and filling the classification.
Last Chance Employment Agreement: is an agreement between the City, an affected employee and a bargaining unit representative. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations — usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.
Lead Worker: A working daily supervisor who typically schedules, assigns, trains, monitors, and evaluates the work of a crew or group of employees. Additionally, a lead worker performs the more difficult and responsible tasks assigned to classifications within that classification series.
Leave of Absence Without Pay: A period of time during which an employee may take time off without receiving compensation or benefits, unless otherwise stated in these Rules.
Limited Term: An employee hired for a definite term based on the funding available and/or workload requirements.
Merit Salary Increases: The increase of an employee's salary within the salary range established for the classification the employee occupies, resulting from satisfactory job performance, which is based on performance or merit, not solely on longevity.
Misconduct: Any act or unsatisfactory job performance which may be subject to disciplinary action.
Modified Work Schedule: Any work pattern schedule other than a usual 8 to 5 schedule as approved by the City Manager.
Open Competitive Examination: A type of examination open to applicants meeting the minimum qualifications for a particular position.

Overtime: The time which an employee is required or permitted to work beyond the

number of hours prescribed for a full-time employee in that classification. Overtime compensation, taken as paid time or as compensatory time, shall be authorized as provided in Section 6.05.

Part-time Employees: The City has three (3) types of part-time employees; career part-time, temporary or seasonal, and crossing guards.

A. Career Part-Time Employee: An employee who works a minimum of twenty (20) scheduled hours per week on a permanent basis.

B. Temporary or Seasonal Employee: An employee, other than a contract employee, who is scheduled to work no more than 1,000 hours in a calendar year, **no more than twelve continuous months,** or one for whom there is no Council-authorized position **and no employee benefits.**

C. Crossing Guard: An employee hired as a regular or an alternate crossing guard. A regular crossing guard shall have a usual post near a school site. An alternate or substitute guard shall relieve any regular crossing guard in the case of absence.

Performance Assessment Review (PAR): This is the performance evaluation tool for the City's career employees, wherein performance is evaluated and rendered at three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date.

Permanent Disability: A medical disability which will indefinitely prevent the employee from performing his/her essential job duties without creating unreasonable endangerment to health and safety or inefficiency of the employee or others.

Personnel Ordinance: Chapter 2.30 of the City's Municipal Code, authorizing the establishment of a personnel system for the City.

Position: A specific job assigned to a job classification.

Probationary Employee: An employee who is serving his or her probationary period.

Probationary Period: A working test period which is part of the selection process, during which an employee is required to demonstrate his or her fitness for the position to which assigned. Before an employee may promote, they must successfully complete original probation.

Professional/Administrative/Management Employee: An employee who qualifies for the executive (Professional/Administrative/Management) exemption under FLSA and for a certain benefits package.

Promotion: The advancement of an employee from one classification to another classification having a higher salary range.

Reclassification: The reassignment from one classification description, or status to a different classification description, or status in accordance with a re-evaluation of the

minimum qualifications, duties, and responsibilities of the position in question. Simple

title changes are not reclassifications.
Reduction in Force (RIF): A layoff in the work force.
Resignation: The voluntary separation by an employee from City employment.
Rules: These Personnel Rules, as they may be amended periodically.
Salary Schedule: The listing of the salary ranges and steps for all defined City classifications.
Salary Range: The range of pay an employee can earn while employed in a particular classification.
Seniority: The length of an employee's continuous service in a City career position.
Staffing Plan: The classification titles, salaries and number of allocated positions in a department or division for a designated fiscal year, as determined by the City Manager and adopted by City Council in the annual budget document.
Standards of Conduct: Those rules which are intended to govern the actions of City employees during their course of employment with the City with respect to the employee's job performance.
Supervisor: Performs full scope of supervisory duties including hiring, training, planning, scheduling, disciplining, and evaluating the work of several crews and/or work units of staff.
Temporary Employee: *(See Part-time Employees)*
Termination: The separation of an employee from City service because of retirement, resignation, permanent disability, death or dismissal.
Transfer: The change of an employee from one department or division to another department or division without changing the employee's salary and usually within the same classification.
Workweek: A regularly recurring period of seven (7) consecutive twenty-four (24) hour days beginning at 12:01 p.m. on Friday and concluding at 12:00 noon the following Friday.
Y-Rate of Pay: The Y-rate of pay shall exist when an employee's salary is frozen at the then current level until such time as the commencing salary at the Y-rate, taken together with subsequent general salary increases, equals or exceeds the employee's salary at the Y-rate. This may occur in situations where an employee is reclassified, voluntarily demoted, or as otherwise stated in these Rules. ~~Normally~~**Typically**, benefits will not be Y-rated.

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The City Manager shall administer the City personnel system and may delegate any of the powers and duties related thereto to any other officer or employee of the City or may recommend that such powers and duties be performed under contract as provided in Section 1.30 of these Rules. The City Manager shall:

A. Act as the appointing authority for all City employees except those officers and employees directly appointed by the City Council.

B. Administer all of the provisions of these Personnel Rules except as specifically reserved to the City Council.

C. Prepare and recommend to the City Council any appropriate Personnel Rules and revisions to such Rules.

D. Prepare or cause to be prepared, and revise as appropriate, a position classification schedule, including class specifications.

E. Have the authority to discipline City employees in accordance with these Personnel Rules.

F. Provide for the publishing or posting of notices of examinations for positions in the competitive service; the flexibility to waive certain job stated qualifications for good cause when it is in the best interests of the City; the receiving of applications therefore; the conducting and grading of examinations; the establishment of a list of all persons eligible for appointment to the appropriate position in the competitive service; and the performance of any other duty which may be desirable or required for the effective implementation of these Rules.

G. Appoint employees on a temporary or seasonal basis without competitive examination.

H. Determine standardized daily work hours and schedules and approve variations to the standard schedule.

1.30 CONTRACTS FOR SPECIAL SERVICES

The City Manager may contract for the performance of technical services in connection with the establishment or operation of the personnel system. In addition, the City Manager may determine the circumstances under which it is in the best interests of the City to contract for such services, and to enter into contracts for such services with City Council approval. The contract may be with any qualified person or public or private agency for the performance of any or all of the following:

A. The preparation of Personnel Rules and subsequent revisions and amendments.

B. The preparation of a position classification plan, and subsequent revisions and amendments.

C. The preparation, conduct, and grading of qualifying tests.

D. The conduct of employee training programs.

E. Special and technical services of advisory or informational character on matters relating to personnel administration.
F. Professional services.
1.35 APPLICATION AND EXCEPTIONS
A. These Rules shall apply to all offices, positions, and employments in the service of the City, as defined in Section 1.20 of these Rules, with the exception of the following:
1. Members of the City Council and other elected officials. However, only the following provisions of the Rules shall apply to the City Council and other elected officials: 1.65 Political Activities; 1.75 Drug and alcohol Free Workplace; 1.80 Equal Employment Policy; 1.85 Discrimination and Anti-Harassment Policy; 1.90 Workplace Violence Policy; 1.95 Smoking Policy; 4.50 Driving Safely Check; 7.60 On-The-Job Injuries and Workers' Compensation Coverage; 13.15 Access to Files (access as specified in Section 13.15); and 13.20 Disclosure of Information.
2. Members of commissions and advisory bodies appointed by the City Council or City Manager.
3. Direct appointees of the City Council, including the City Manager, City Clerk, City Treasurer, City Attorney, and any assistant or deputies to the City Attorney. An employee who also holds the position of City Treasurer shall not be excluded from the Rules, unless he or she has entered into an employment agreement pursuant to sub-section "F" herein. The following provisions of the Rules shall specifically apply to Direct Appointees: 1.55 Conflicts of Interest and acceptance of Gifts and other Gratuities; 1.60 Incompatible Employee Activities; 1.65 Political Activities; 1.75 Drug and alcohol Free Workplace; 1.80 Equal Employment Policy; 1.85 Discrimination and Anti-Harassment Policy; 1.90 Workplace Violence Policy; 1.95 Smoking Policy; 4.50 Driving Safely Check; 4.65 Pre-Employment Physical; 4.70 Employment Eligibility Verification; 4.80 Criminal Conduct – Ineligibility for Employment; 4.85 Fingerprinting; 7.00 Leaves; 7.60 On-The-Job Injuries and Workers' Compensation Coverage; 13.15 Access to Files; 13.20 Disclosure of Information; and 14.00 Employee Benefit Policies.
4. Volunteer personnel, such as volunteer fire protection personnel, and others who provide services to the City without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the City).
5. Outside and independent contractors, engaged to provide expert, professional, technical, or other services.
6. Employees who have entered into an employment agreement with the City, unless otherwise specified in an employment agreement.
B. These Rules, with the exception of Sections 8-12 inclusive, shall apply to the following employees, who serve at the pleasure of their respective appointing authorities and are considered "at will" employees:
1. Emergency employees, such as those hired to meet immediate needs of an emergency condition (i.e., fire, flood or earthquake) which threatens life or property.
2. Employees who are considered temporary or seasonal.
3. Other non-career employees who are not specifically mentioned in Section 1.35 of these Personnel Rules.
4. Alternate Crossing Guards.

5. Volunteers and Interns.

C. The crossing guard manual contains specific personnel policies for crossing guards. It is an extension of these rules. Violations of those written policies are also considered violations of these rules as well.

1.40 ADOPTION AND AMENDMENT OF RULES

Pursuant to the Personnel Ordinance, the City Council may adopt Personnel Rules to provide for the implementation of a personnel system for City employees. Recognized employee organization-proposed amendments to these Rules shall be submitted to that organization for review and recommendation prior to submittal to the City Council. Advance notice and an opportunity to meet and confer shall be given to recognized employee organizations concerning any amendments which affect matters subject to meet and confer such as, wages, hours, and other terms and conditions of employment. Upon request, the Human Resources Director shall provide the opportunity for review and comment and consult with any recognized employee organization so requesting prior to consideration by the City Council.

As provided in Section 3500 et seq. of the California Government Code, in cases of emergency, when the City Council determines that amendment(s) to these Rules must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendment(s). Amendments shall become effective upon adoption by the City Council or at such other time as the adopting resolution may provide.

With the written approval of the City Manager, Department Heads may promulgate rules not in conflict with these Rules for the effective and efficient operation of their departments.

1.45 VALIDITY OF RULES (SEVERABILITY)

If any section, subsection, sentence, clause, phrase or portion of these rules is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these rules. The City Council of Moreno Valley hereby declare that it would have adopted these rules and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

1.50 VIOLATION OF RULES

Violation of these Rules may be grounds for disciplinary action, subject to the applicable appeals procedure provided herein.

1.55 CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS AND OTHER GRATUITIES

City employees should serve the needs and respond to the wishes of all citizens equally without regard to their personal gain. City employees should perform their duties in an

impartial manner, free from bias caused by their own financial interests or the financial

interests of other persons. Therefore, it is the policy of the City of Moreno Valley that all City employees shall avoid situations which might be interpreted as involving or creating a conflict of interest between the employee's duties and responsibilities as a public employee, and the employee's personal and private interest.

Employees should not take part in the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee should disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such matter.

The acceptance of gifts, favors, or any form of compensation or gratuity may be viewed as influencing or compromising or attempting to influence or compromise the judgment of an employee. To prevent such a conflict, employees shall discourage any offer of a gift, favor or any form of compensation or gratuity. Gifts that can and will be shared with office staff, such as boxes of candy, flowers, and food, may be viewed as exceptions.

Being hosted by a City contractor or potential City contractor is not a conflict of interest, provided that all financial disclosure laws and regulations are complied with.

Employees who receive or are offered an unanticipated gift, favor or gratuity, should consult their Department Head to determine an appropriate response to the donor.

City employees shall not solicit or accept donations for City sponsored events unless waived for specific events by express written authorization of the City Manager.

1.60 INCOMPATIBLE EMPLOYEE ACTIVITIES

During an employee's work day, the employee is expected to devote his or her full time, attention and efforts to the performance of his or her assigned duties as a City employee. At no time shall any outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity, or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to perform the duties, functions, or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which may directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. Employees who undertake outside employment shall notify their immediate supervisors in writing of the nature, duties, and hours of that employment before undertaking such employment, including military service in the Reserves or Guard.

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly permitted by the City Manager, Federal or State law, Memorandum of Understanding, or City Council directive.

1.65 POLITICAL ACTIVITIES

No restrictions shall be placed on the political activities of any employee of the City of Moreno Valley other than the following.

A. No person who holds, or who is seeking election or appointment to, any office or

employment with the City shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon consideration or condition that the vote or political influence or action of such a person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration (Government Code 3204).

B. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. Employees, however, are not prohibited from requesting political funds or contributions to a significant segment of the public which may include officers or employees of the City (Government Code 3205).

C. No one who holds, or who is seeking election or appointment to, any office shall, directly or indirectly, offer or arrange for any increase in compensation or salary for an employee of a state or local agency in exchange for, or a promise of, a contribution or loan to any committee controlled, directly or indirectly, by the person who holds, or is seeking election or appointment to office. (Government Code 3205.5)

D. No employee shall participate in any political activities while in uniform (Government Code 3206)

E. No employee shall engage in political activity during working hours or on City premises (Government Code 3207).

F. No employee shall engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of any ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of the employees of the City; nor shall entry be permitted on City premises during working hours for such purposes (Government Code 3209).

1.70 SAFETY AND HEALTH

Each employee shall comply with all applicable safety laws, rules, and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to proper authority all unsafe conditions or practices.

A. Management may request a fitness-for-duty examination and repeat examinations as necessary to safeguard the employee and co-workers when there is a concern about an employee's ability to perform his or her job, based on the observations of a supervisor, manager, or physician. Specific reasons for the fitness-for-duty request must be stated.

1.75 DRUG AND ALCOHOL FREE WORKPLACE

Because drug and alcohol use can detrimentally affect job performance and employee safety, the City is committed to achieving and maintaining a drug and alcohol free workplace. While the City has no intention of intruding into the private lives of its employees, it will be firm in identifying and disciplining those employees whose impaired mental or physical condition, as a result of drug or alcohol use, may endanger the health or safety of fellow employees and the public at large, or interfere with the operations of the City.

This policy applies to all City employees (including part-time, temporary and hourly employees) and to all applicants for positions with the City.

While on paid duty time, the employee shall not be under the influence of any substances, drugs, medications, legal or illegal which could impair an employee's ability to effectively and safely perform the functions of the job. The use of prescription drugs which would not alter an employee's work performance is acceptable if prescribed by a qualified physician.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The unlawful manufacture, distribution, dispensing, possession, or use of any illegal drug or "controlled substance" is prohibited on the job, in the City's workplace, or while subject to duty (i.e., stand-by).

For the purposes of this Section, the following shall be defined as:

A. "Controlled Substance" denotes any substance which could potentially impair the employee's ability to effectively and safely perform the functions of his or her duties, including, but not limited to: alcohol, coca leaves, cocaine, marijuana, opium and opiates, amphetamines, methamphetamines, lysergic acid (L.S.D.), etc. As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.

B. "Conviction" is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

C. "Criminal Drug Statute" is a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any illegal drug or controlled substance.

Please refer to the City of Moreno Valley's Personnel Rules & Regulations, Appendix A-D, for a detailed description of the City's Drug and Alcohol Free Workplace Policy.

1.80 EQUAL EMPLOYMENT POLICY

It is the policy of the City of Moreno Valley to offer equal opportunity in all matters of employment. Employment with the City is based solely upon the qualifications of the individual applicant, regardless of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability, unless sex, mental, or physical ability is a bona fide occupational qualification.

All employees are to be treated with respect and dignity. The City of Moreno Valley prohibits any harassment of employees in the workplace. Activities and occurrences which may constitute harassment, whether written or oral, include, but are not limited to disparaging comments on the basis of one's religion, age, sex, martial status, race, color, national origin, ancestry, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or mental or physical disability. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.

The City shall not unlawfully discriminate against a qualified individual with a disability in job applications, hiring, advancement, compensation, training, discharge, and other terms, conditions, or privileges of employment. A disabled person is one who has mental or physical impairment that limits at least one major life activity, who has a record of impairment, or who is regarded as having impairment. A qualified individual with a disability is a person, who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Violation of this policy will result in appropriate disciplinary action pursuant to Section 8 of these Rules.

1.85 DISCRIMINATION AND ANTI-HARASSMENT POLICY

The City of Moreno Valley is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting any form of harassment, including sexual harassment, of all employees. Furthermore, the City prohibits harassment in any form, including verbal, physical, visual, or sexual harassment or retaliation against an employee for filing a harassment and/or discrimination complaint.

Harassment of an employee by a co-worker, supervisor, management employee, or other agent of the City, or a customer, on the basis of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability will not be tolerated. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.

Harassment includes, but is not limited to:

A. Verbal Harassment- For example, epithets, derogatory comments or slurs on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity, age, or denial of family and medical care leave and denial of pregnancy disability leave.
B. Physical Harassment- For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.
C. Visual Forms of Harassment- For example, derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.
D. Sexual Harassment- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employee benefit, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or an offensive work environment.
The City shall ensure that each employee has a copy of the City's anti-harassment policy which will include information on its internal complaint procedure.
Any employee who believes he or she has been harassed by a co-worker, a supervisor, a management employee, any other agent of the City, or customer should promptly report the facts of the incident or incidents and names of persons involved to his or her supervisor and/or the division manager/department head, and/or the Human Resources Director. If the offending party is a department head or higher, the complaint should be addressed to the offending party's supervisor. Any supervisor, division manager, or department head is obligated to immediately report any complaints and/or incidents of harassment to the Human Resources Director. Failure to make such a report when required by this Section may provide grounds for disciplinary action.
Upon receiving notification of a harassment complaint, the Human Resources Director shall:
A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:
1. the complainant;
2. the accused harasser; and
3. any other persons the Human Resources Director has reason to believe have relevant knowledge concerning the complaint. This may include victims of similar conduct.

B. Review the factual information gathered through the investigation to determine

whether the alleged conduct constitutes harassment giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual, or sexual conduct, and the context in which the alleged incidents occurred.

C. Report the results of the investigation, and the determination as to whether harassment occurred, to appropriate persons, including the complainant, the alleged harasser, the supervisor, the department head, and the City Manager. If discipline is imposed, the discipline will not be communicated to the complainant.

D. If the harassment occurred, take and/or recommend to the appointing authority prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense.

E. Take reasonable steps to protect the complainant from further harassment.

F. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

G. If appropriate, take action to remedy the victim's loss, if any, which resulted from the harassment.

If the employee is not satisfied with the action taken, the employee shall have the right to file a formal grievance in accordance with Section 12.55. If the allegation of harassment implicates any person rendering a decision at any Step in the Grievance Procedure, the employee may omit that particular Step and proceed to the next Step in the Grievance Procedure.

Dissemination of Policy

All employees, shall receive a copy of this Discrimination and Anti-Harassment Policy when they are hired and regularly thereafter. All supervisors hired after January 1, 2005, shall receive harassment training within six (6) months of hire. All supervisors shall receive interactive anti-harassment training at least every two years.

1.90 WORKPLACE VIOLENCE POLICY

This organization does not tolerate workplace violence. We define workplace violence as actions or words that endanger or harm another employee or result in other employees having a reasonable belief that they are in danger. Such actions include:

- Verbal or physical threats, or intimidation;
- Assaults or other violence; and
- Any other behavior that causes others to feel unsafe (e.g., bullying, sexual harassment).

City policy requires an immediate response to all reports of violence. All threatening incidents will be investigated and documented. Counseling may be provided.

The following disciplinary actions may also be taken:

- Oral reprimand;
- Written reprimand;
- Suspension; or
- Termination.

Employees are expected to behave in a professional manner. It is the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace.

1.95 SMOKING POLICY

In compliance with all CALOSHA regulations, smoking is prohibited in all City facilities and in all City vehicles and rolling stock. Consistent with CAL OSHA regulations no one may smoke less than 20 feet from doorways.

2.05 PREPARATION, ADOPTION, AND AMENDMENT OF CLASSIFICATION PLAN
The City Manager shall determine the duties and responsibilities of all City positions for inclusion in the Classification Plan. The Classification Plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work, are included within the same classification, and the same schedules of compensation shall apply to all positions in the same classification. Classification specifications are explanatory, but not restrictive.
The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills. The Classification Plan may be amended or revised, as required, in the same manner as originally established and described herein and is subject to adoption by the City Council.
2.10 ALLOCATED POSITIONS
The City Manager shall approve the appointment of employees to positions in the Classification Plan.
Only allocated positions which have been approved by City Council may be filled, provided that the following positions can be approved by the City Manager without prior City Council approval: 1) temporary; and 2) emergency.
2.15 NEW POSITIONS
When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a classification, unless otherwise provided by these Rules. The City Manager shall amend the Classification Plan to establish and assign an appropriate classification for the new positions approved by the City Council.
2.20 CLASSIFICATION MANUAL
This manual shall contain a job description, as well as knowledge, skills, abilities, education, experience, sample duties, and other minimum qualifications for all classifications listed in the Classification Plan. This manual is developed by staff and approved by the City Manager.
2.25 PREPARATION OF SALARY SCHEDULE
The City Manager shall prepare a salary schedule that establishes the salary ranges and steps for all City classifications. The Salary Schedule shall be amended or revised, as required.
2.30 APPROPRIATE SALARY LEVEL
Employees occupying a City position shall be paid a salary range and step established for that position's classification under the adopted Classification and Salary Schedule.

2.35 BENEFIT PLAN:

The City Council shall, at its discretion, adopt a Benefit Plan that establishes the benefits for all City employees. This Benefit Plan is described in the Employee Benefits Section of the City's Compensation and Leave Policies.

3.05 TYPES OF APPOINTMENTS

Except for temporary vacancies, all vacancies shall be filled by transfer, promotion, demotion, or from candidates on an appropriate eligibility list, if one is available. In the absence of eligible candidates in one of the above categories, temporary appointments may be made in accordance with these Rules.

3.10 EMERGENCY APPOINTMENTS

To meet immediate requirements of an emergency condition which threatens life or property, the City Manager may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. If not determined otherwise by an applicable provision or by an Emergency Operations Plan approved by the City Council, the method of hiring for emergency appointments shall be subject to the discretion of the City Manager. All such appointments shall be reported to the City Council as soon as possible, and shall be compensated at an appropriate hourly rate as approved by the Human Resources Director.

3.20 ACTING PAY

When an employee is assigned to perform the significant duties and responsibilities of a higher level position on a full-time basis for more than thirty (30) calendar days, a temporary salary adjustment shall be made to reflect the increase in responsibility until the employee ceases to perform such out-of-class work. All acting assignments must be pre-approved by appropriate management staff, the HR Director and the City Manager in advance unless there is an emergency situation.

An employee who is ~~determined~~ **approved** to be working at a higher level in an acting capacity shall be compensated at the rate in the new salary range, which comes nearest to, but not less than, five percent (5%) higher than the rate he or she held in the previous salary range. The higher salary rate payable shall be retroactive to the first day of the acting assignment as approved by City management.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, and must be capable of handling major duties of the higher level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position, or only performing the less demanding responsibilities until the position is filled, does not constitute working out-of-class.

If the higher classification is in a different bargaining unit than the employee's regular classification, the employee would only receive the salary change, not a change in benefits or unit.

At the end of such assignment, the employee performing the temporary assignment shall be returned to his/her original position and salary rate with any merit or salary adjustments, as appropriate. At any time during the out-of-class assignment, an employee may be removed from that appointment without right of appeal or hearing.

Nothing herein shall be construed as limiting management's authority to assign City

employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position. Should this assignment continue for 12 months or more, without a merit increase, the employee shall be entitled to a merit increase on the anniversary of the 12th consecutive month (based on performance), which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary schedule for the new position, if there is room within the range, upon approval of the City Manager. The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying out-of-class compensation.

3.25 TRANSFER

An employee may transfer from his or her present position to a vacant position, in the same classification, or a comparable classification, within the same department or to another department. For purposes of this Section, a comparable classification is defined as one with the same salary range which involves the performance of similar duties that require substantially the same general qualifications. A transferred employee shall retain his or her rate of pay and his or her anniversary date for purposes of merit pay increases. No employee shall be transferred to a position for which he or she does not possess the minimum qualifications. A transfer shall not be used to effect a promotion, demotion, advancement or reduction in pay. An employee who voluntarily transfers to a lower position may be Y-rated. The employee who desires to transfer ~~must request~~ **can obtain** the appropriate form from the Human Resource Director. The Human Resource Department is under no obligation to notify employees of each potential transfer opportunity. Once the transfer request is received by the Human Resources Department, the Human Resource Director shall inform the Department Head of the request. The employee may be required to compete in an open selection process.

Unless otherwise provided for in these Rules, an employee must be employed with the City for at least six (6) months, or until the employee has completed his or her probationary period, before applying for a transfer. An employee may be requested to defer his or her transfer until his or her current position has been filled, but typically, two weeks notice will be given to the employee's current department.

A request for transfer to a vacant position may be initiated by an employee or the employee's Department Head. The City Manager may order a transfer for the purposes of economy, efficiency, or for reasons related to the best interest of the City. Such a determination by the City Manager shall not require the consent of the employee, either Department Head, or the Human Resources Director.

3.30 PROMOTION

When it has been determined that a vacant position will be filled by promotional appointment, the Human Resources Director shall authorize a competitive promotional examination in order to fill the position, as stated in these Rules.

When an employee is appointed to a promotional position, that employee shall be paid at a level within the higher salary range which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary range for the new position. In accordance with the provisions in Section 5.15, any employee who is promoted within City service shall be required to successfully complete a probationary period in the new position. *(Refer to Section 4.75)*

3.35 DEMOTION

An employee may be demoted because his or her ability to perform the required duties of his or her position falls below standard, for disciplinary purposes, or for any other reasons as outlined in these Rules. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. The position which has been made vacant by demotion shall then become subject to the provisions of these Rules which govern appointments.

An employee shall not be required to serve a probationary period in the position to which he or she is demoted unless he or she has not completed the probationary period in the higher position. In such cases, the employee shall be required to complete his or her unfinished probationary period in the lower position. The employee shall retain the anniversary date he or she had in the higher position.

A. Involuntary Demotion: An involuntarily demoted employee, who is placed in a position at a lower salary than the position he or she formerly occupied, shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. A demotion which is effected for disciplinary reasons, pursuant to Section 9.35, shall be subject to the disciplinary appeals process.

B. Voluntary Demotion: A voluntary demotion to a lower position and lower salary may be requested by an employee for any reason. Such a voluntary demotion shall require the approval of the Human Resources Director, the employee's present Department Head, and the Department Head under whom the employee will serve, if applicable.

The voluntarily demoted employee shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. In lieu of a reduction in salary, the City Manager may approve a Y-rated salary for a voluntarily demoted employee.

3.40 RECLASSIFICATION

Existing positions, where the duties have changed materially so as to necessitate reclassification, shall be reclassified by the City Manager to a more appropriate classification, whether new or existing, with the exception of reclassification from training

or internship positions. Except for training or internship positions that are reclassified,

the selection of a candidate to fill a reclassified position must be made competitively, unless the incumbent from the reclassified position has been performing the duties for more than one year or unless specifically waived by the City Manager. Such determination must be approved by the City Manager. Regardless of the circumstances, the City Manager may require a competitive examination, and no incumbent shall have a right to be appointed to a reclassified position. No person shall be appointed or employed to fill a reclassified position unless the said reclassified position has been incorporated in the Classification Roster as provided by these Rules. A simple title change is not a reclassification and requires only City Manager approval.

The employee or Department Head may submit a request for a job audit to the Human Resources Director who shall determine if the reclassification is justified and provide a recommendation to the City Manager for approval. The City Manager has the authority to reclassify any employee whose reclassification is justified so long as the position is listed in the existing Classification Roster. If the position is not listed, the City Council must approve the reclassification. Since there is no money budgeted for that specific reclassification increase (normally 5%), the department shall fund for the City Manager approved reclassification from its general personnel account for the balance of the current fiscal year. The department shall place and fund the reclassified position in the following year's personnel budget. Reclassifications are normally done with the adoption of the fiscal year budget, but may be done at other times.

Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions, promotions, or unit modifications. The Human Resources Director may conduct objective, non-competitive examinations to establish qualifications for the position.

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Classification with Same Salary Range: If the position is reclassified to a classification with the same salary range as the previous classification, and if the incumbent is appointed to the reclassified position, the salary rate and the anniversary date of the employee shall not change. The provision shall also apply to the change of classification title, provided there is no change in the basic duties of the classification.

B. Classification with Higher Salary Range: If the position is reclassified to a classification with a higher salary range than the previous classification, and if the incumbent is appointed to the reclassified position, he or she shall be compensated a pay level within the new salary range which is the lesser of five (5) percent higher than his or her previous salary level or the top of the salary range for the new position. The incumbent's anniversary date shall not change.

C. Classification with Lower Salary Range: If the position is reclassified to a classification with a lower salary range than the previous classification, and if the incumbent is appointed to the reclassified position, the City Manager may approve a Y-rate salary for the employee if the employee's old salary is above the top of the salary range for the new position. Otherwise, the employee's new salary shall be placed at a pay level which yields a salary closest to, but not less

than, the current salary. The incumbent's anniversary date shall not change.

Normally, benefits will not be Y-rated, unless specifically approved by the City Manager. The effective date of reclassification shall coincide with the first working day of a pay period after the reclassification is approved by the City Manager. Any completely new classification, one not listed in the Classification Roster, must be adopted by the City Council before it is approved.

3.45 LAYOFFS/REDUCTION-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Heads, in consultation with the Human Resources Director, and as approved by the City Manager, will effect the layoffs.

Reduction in Force

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification as ones proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position, which yields a salary closest to current salary.

Order of Layoff

The order of layoff of career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.

B. Documented disciplinary actions during the preceding twelve (12) months.

C. Seniority (length of service in a career position):

1. in the city
2. in the classification
3. in the department

For employees who are equal in performance and seniority, as established in A-C

above, preference will be given to those with proof of honorable military discharge.
Seniority:
Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.
Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding two (2) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.
Other Policies:
The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full-time position.
Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification said employee was involuntarily transferred from for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.
An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.
Recall List:
The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List except that the names of those employees laid off under Sections A & B under “order of lay off” above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered, to individuals named on the Recall List who at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.
Individual names may be removed from the Recall List for any of the following reasons:
A. The expiration of two (2) years from the date of placement on the list.
B. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.

C. Failure to respond within 14 calendar days of mailing a certified letter regarding

availability for employment.
D. Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.
E. Request in writing to be removed from the list.
Status on Re-employment:
A career employee who has been laid off or terminates in lieu of reassignment and is reemployed
in a career position within two (2) years from the date of his layoff or termination shall be entitled to:
A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.
B. Restoration of seniority accrued prior to and accrued during layoff.
C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.
D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.
In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.
No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.
Continuation of Benefits:
Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

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4.05 EQUAL EMPLOYMENT GOALS AND POLICIES

In adopting these Rules, it is the goal of the City to employ the most qualified individuals and to achieve excellence in serving the needs of the community. Employment and promotions in the City shall be based upon merit and qualifications and shall be free from political influence and discrimination based upon religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical condition, mental/physical disability, sexual orientation, including gender identity, or political affiliation, unless sex or physical ability is a bona fide occupational qualification.

Although not expressed in the classification specifications or job announcements, all persons applying for or holding any position in the City shall be required to meet the following general qualifications to a reasonable degree: integrity, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work cooperatively with others, willingness and ability to assume and fulfill the responsibilities of the employment, good health, and physical and mental abilities compatible with the work assignment. Where the position requires the driving of a motor vehicle, the applicant or employee must have a valid California Driver's license and is expected to drive the motor vehicle safely. The foregoing general qualifications shall be deemed to be part of the minimum qualifications of each classification specification or job announcement and need not be specifically set forth therein.

No residency requirements shall be enforced by the City of Moreno Valley. Extensive efforts shall be undertaken to make local residents aware of personnel openings, encouraging them to apply for any positions for which they qualify, and providing them with full due consideration. It is the City's intention to create an environment wherein employees will want to live and work in this community.

4.10 PERSONNEL REQUESTS

To initiate the filling of an authorized vacant position, the responsible Department Head shall submit to the Human Resources Director a completed Personnel Request Form containing at least the following information:

A. The classification (job) title;

B. The justification for filling the position, including its budgeted cost code; and

C. The duties, responsibilities and qualifications of the position in accordance with the Classification Plan.

Each request shall be reviewed and approved by the Human Resources Director and the City Manager or designee.

4.15 JOB ANNOUNCEMENTS

Job announcements providing information about the position, its title and pay, its major responsibilities and duties, minimum and other qualifications, where and when to apply, and the last day on which applications will be accepted shall be prepared and distributed

by the Human Resources Department. All positions to be filled will be publicized by

posting announcements on the City's official bulletin boards and in such other places deemed advisable by the Human Resources Director. Employees may suggest additional locations.

Notice of open competitive examinations shall generally be posted a minimum of ten (10) working days before the filing deadline for applications unless it is in the best interests of the City to do a shorter recruitment, as approved by the City Manager. Notice of promotional openings shall be posted a minimum of five (5) working days before the filing deadline for applications.

4.20 PERSONNEL APPLICATIONS

Applications for employment, transfer, or promotion with the City shall be made on forms provided by the Human Resources Department. All information required by the application shall be provided and the applicant shall certify as to the truth thereof. Any material false statement or omission on the application shall, absent mitigation, disqualify the application and may be cause for termination or other disciplinary action if the applicant is or subsequently becomes an employee of the City regardless of when the error is discovered. Resumes and other supplementary information may be submitted and attached to the application for consideration, but may not be used as a substitute for the application.

In order to be considered, an application must be received by 4:00 p.m. on the final day of the advertised recruitment period. A late application shall be accepted from a qualified current City employee only under the following circumstances:

A. The employee must submit a written letter to the Human Resources Director accompanied with a completed application for the position at least two working days prior to the first interview or testing phase; and

B. The employee must provide documentation establishing that he or she was absent from work on an authorized leave continuously from the date the position was first posted to the date the application period closed.

4.25 RECRUITMENT

It shall be the City's policy to recruit and hire the best-qualified persons available regardless of religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical/physical condition, sexual orientation, including gender identity, mental/physical disability, or political affiliation, unless sex or physical ability is a bona fide occupational qualification. While recognizing the need for introduction of persons from outside City employment at all levels, the policy of the City is to transfer or promote persons already employed by the City when their qualifications, training, work performance, and work experience are determined to be comparable to applicants from other sources. The Human Resources Director shall recommend to the City Manager whether the recruitment shall be open or promotional, on the basis of assuring an adequate number of candidates with appropriate skills to constitute a competitive merit process.

Except as specifically provided otherwise in these Rules, selection for a position in City

employment shall be by one of the following types of examinations.
A. Open Competitive: Examinations which are open to all persons who possess the indicated minimum qualifications as set forth in the job announcement.
Applicants for open competitive examinations may, but are not required to, be employees of the City.
B. In-House Competitive: Examinations which are open only to City employees who possess the indicated minimum qualifications as set forth in the job announcement.
C. Temporary Position: Employees may be hired on a temporary basis through either a temporary agency or by the City itself. The City Manager approves these positions. These persons may be hired without competitive examination.
Any variations to these procedures shall be reviewed by the Human Resources Director and approved in writing by the City Manager. The City Manager may select a candidate for Department Head solely based on a review of the applicant's application and/or resume from among those screened by the Human Resources Director as finalists.

4.30 EVALUATION OF APPLICATIONS

Each application shall be reviewed to determine if the applicant satisfies minimum educational experience, type and years of job related experience, certificates or licenses and any other requirements.
Selection techniques shall be impartial and relate to those areas which will adequately and fairly indicate the relative capacity of the applicants to perform the duties and responsibilities of the position to which they seek appointment.
The selection procedure may consist of personal interviews, performance tests, evaluation of work performed, work samples, assessment centers, physical agility tests, other written tests, review and investigation of personal background and references, medical examination, psychiatric examination, or any combination thereof. The Human Resources Director may at his or her discretion include as a part of the examination process, tests which determine whether applicants meet minimum qualifications.
In all examinations the minimum grade or standing for which eligibility may be earned may be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

4.35 CANDIDATES' EXAMINATION INSPECTION

If a selection procedure consists of a written examination, the applicant shall be given written notice of his or her tests results. By appointment with the Human Resources Department, an applicant shall have the right to review his or her own written test within ten (10) working days after the examination results are mailed out. However, no

applicant shall be allowed to examine the test key as part of his or her examination

inspection.
Any error in rating or grading shall be corrected if it is called to the attention of the Human Resources Director at the time the applicant reviews his or her examination. Any applicant whose corrected score meets or exceeds the examination's established passing score will be placed on the applicable eligibility list for the position, if one exists. Any correction shall not invalidate an appointment or offer of employment that has been made previously.

4.40 VETERANS POINTS

The final score of a veteran who requests employment preference and submits proof of active duty (such as a DD214) shall receive five (5) additional percentage points, provided that he or she has already met minimum qualifications pursuant to Section 4.30, and attained a passing grade in the examination, if applicable. To be eligible for veterans' preference, the candidate must have received an honorable discharge from the Armed Forces of the United States and served on active duty during a period of war or tension as determined by the Veterans Administration. A disabled veteran, who is currently rated by the United States Veterans Administration as ten (10) percent or more disabled as a result of a service-connected disability incurred on active duty in federalized service during a period of war or tension as determined by the Veterans Administration, who requests employment preference and submits proof of such disability shall receive five (5) additional percentage points, for a total of ten (10) additional percentage points. Such percentage points may be awarded to widows or widowers of veterans upon request for such preference and submission of proof of eligibility.

The provisions hereof, relating to veterans' preference, shall not apply to any promotional examination.

4.45 NEPOTISM POLICY

An applicant for a position who has a relative employed by the City may not be denied the right to file an application for employment and compete in the examination process. Following examination, if the applicant is successfully certified as eligible, he or she may be employed in a department, division, or office in which a member of his or her immediate family is employed. Such employment shall be denied if the Human Resources Director determines that such employment would potentially create a conflict of interest or have a potentially adverse impact on supervision, safety, security, or morale, or if the employee would be in a position where he or she would directly supervisor, or be supervised by, a member of his or her immediate family.

For the purposes of this policy, a "relative" or "immediate family member" shall be defined to include the following: mother, father, sister, brother, spouse, domestic partner, children of domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, niece, and nephew. Step-parents may be included if they are members of the immediate family, depending on the current situation.

When the eligible candidate is refused appointment by virtue of this section, the name of

the candidate shall remain on the eligibility list for openings in the same classification, as otherwise provided in these Rules, where no member of the employee's immediate family is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly or indirectly in the recruitment or selection process for a position for which the employee's relative has filed an employment application.

Where two relatives are working in the same department, division, or office at the time these Rules are adopted, or if an event occurs in which a familial relationship is established between two employees who work in the same division or office (i.e. if a marriage results in a spousal or in-law relationship), the relationship shall not be deemed a "prohibited relationship" unless the employees' mutual employment creates a potential conflict of interest or has a potentially adverse impact on supervision, safety, security, or morale, and so long as neither employee is in a supervisory capacity over a member of his or her immediate family.

If, as stated above, a familial relationship exists or is established, the employees may continue in their positions so long as the conditions of a prohibited relationship are not met. If, in the determination of the Department Head, such a prohibited relationship does or would exist, the Department Head shall submit the reasons for his or her determination to the Human Resources Director for review. The Human Resources Director shall have one week to investigate the Department Head's findings and determine if a "prohibited relationship" does exist.

If the Human Resources Director's review confirms that a prohibited relationship exists, he or she shall submit his or her results to the Department Head. At this time, the Department Head shall promptly inform the employees of the City's intention to transfer one of the employees to a vacant position of comparable pay and duties in another City division or office, provided that such a vacant position exists, the transferee is qualified therefore, and no offer of employment to fill the vacant position has been made to another eligible candidate. If a position of comparable pay and duties is not open, but one in a lower classification is vacant, either of the employees may elect to voluntarily demote to the lower position, provided that the vacant position is in another department, division, or office, the employee is qualified to fill the position, and the position has not been offered to another candidate. Any voluntary demotion which occurs as a result of this section shall be in accordance with the provisions set forth in Section 3.35. In the event that a transfer or voluntary demotion is not feasible within the time limit set herein, the affected employees shall decide which of them will resign from City employment.

If a transfer or voluntary demotion is not feasible and neither employee has submitted a letter of resignation three weeks after the determination that a prohibited relationship exists, the Human Resources Director and Department Head shall determine which of the employees shall be terminated in good standing. Regardless of which procedure is utilized, the transfer, voluntary demotion, resignation, or termination in good standing shall become effective one month after the Human Resources Director has concurred with the Department Head's determination that a prohibited relationship has been established. This one-month time limit may be extended up to an additional two months with written approval from the City Manager, provided that personal or organizational considerations mandate such an extension.

Except as hereinafter provided, an employee who has been terminated in good standing

because of the operation of this Section, may be reinstated to the position which such employee held at the time of termination, or to a position of equal seniority, status, and pay. In order for the employee to be eligible for reinstatement, he or she must be reinstated to a position in a department, division, or office where a prohibited relationship would not be established (or re-established), the position must be open, and the employee must still meet the qualifications for the position. This right of reinstatement shall be effective only through the ninety (90) days immediately following the effective date of the employee's termination in good standing, and shall take precedence over a right of reinstatement which has been derived from a voluntary resignation in good standing. Commencing on the ninety-first (91st) day after the effective date of the termination, the terminated employee shall have a co-equal right of reinstatement with employees who have voluntarily resigned in good standing, up to an additional nine (9) months.

With the exception of the Human Resources Director's review, as provided in this section, any decision to transfer, voluntarily demote, resign, or terminate an employee in good standing (pursuant to this Section), is not subject to any appeal or grievance procedure.

4.50 DRIVING SAFETY CHECK

A verifiable and acceptable driving record and proof of liability insurance shall be required of each final candidate for employment whose position requires the employee to drive a City vehicle or if the employee receives a vehicle allowance or mileage reimbursement. Verification of acceptable driving records of all employees may be conducted periodically. Driving a City vehicle without possessing a valid driver's license is not permitted and may result in disciplinary action up to and including termination. An employee shall notify his/her supervisor immediately if his/her licenses expires, is suspended, or revoked.

4.55 ELIGIBILITY LISTS

Lists of applicants to be considered for job openings in a particular classification may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination for an advertised City position and have qualified for said classification. Each such list shall bear an expiration date. The hiring department may appoint any candidate on the eligibility list, provided all candidates with higher rankings have been interviewed. The best qualified candidate, as determined by the hiring manager, on the eligibility list shall be hired.

Non-Management eligibility lists shall remain in effect for six (6) months or until exhausted, whichever occurs first. Management eligibility lists shall remain in effect for three (3) months. An eligibility list may be terminated at any time when less than three (3) eligible candidates remain. The Human Resources Director shall have the right to extend an eligibility list for one or more periods not to exceed in total one (1) year from the original date of certification.

The Human Resources Director may remove a name from an eligibility list for any of the following reasons:

A. If the eligible person accepts an appointment with the City to a career position of

the same or higher classification. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.

B. If the eligible person requests in writing removal from the list.

C. If the eligible person fails to respond within ten (10) calendar days to a notification or letter which has been mailed to the person's last address on file with the City.

D. If the eligible person is unable to accept any offered position.

E. If a person on a promotional eligibility list resigned from City employment.

F. If other circumstances, such as conviction of a crime involving moral turpitude or loss of a required license, make the person ineligible.

G. If the eligible person has not been offered an appointment after interviewing for three (3) separately budgeted positions which are to be filled from the same eligibility list.

Placement on an eligibility list does not guarantee employment with the City of Moreno Valley.

If a vacancy exists in a classification for which there is no appropriate eligibility list, the Human Resources Director may prepare a list from one or more existing related lists by selecting names of eligibles from eligibility lists for classifications which are assigned to the same or higher salary range and which have minimum qualifications similar to those of the classification in which the vacancy exists.

4.60 FINAL DECISIONS ON SELECTION

The Department Head or designee shall recommend a final candidate for appointment to a vacant position to the City Manager. All appointments shall be subject to Human Resources Director's review and City Manager final approval before becoming effective. If the selected candidate accepts the appointment and reports for duty within the agreed upon time, the applicant shall be deemed appointed to the position. If the selected candidate does not report to duty within the agreed upon time, the candidate shall be deemed to have declined the appointment. By mutual agreement of the Department Head, the Human Resources Director, and the candidate, the date of the appointment may be changed. Upon the affected employee's written petition, effort shall be made to accommodate current City employees who are or will be on an approved leave as of the date of appointment and thereby unable to report for duty at the designated time.

4.65 PRE-EMPLOYMENT PHYSICAL

Each person accepting employment with the City shall be required pass a pre-employment physical and pre-employment drug test at a City-designated medical facility at City cost before an appointment to such employment becomes effective. This Section

shall also apply to changes of employment within the City when the new position places

substantially more physical demands upon the employee.

4.70 EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with law and with regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City of Moreno Valley requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States.

4.75 PROBATIONARY PERIOD

The first six (6) months, or any duly extended longer period, of all new and promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment. During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional six (6) months, at the discretion of the City Manager. The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original six (6) month probationary period. Such a decision shall not be appealable or grievable.

An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in these Personnel Rules. Before an employee may promote, they must first successfully complete original probation.

Crossing Guards shall be required to serve a 650-hour probationary period after becoming regular crossing guards. At the end of a successful probationary period, Crossing Guards shall become eligible for a merit pay increase. An Alternate Crossing Guard shall be deemed "at will/part-time" regardless of the number of hours worked.

4.80 CRIMINAL CONDUCT – INELIGIBILITY FOR EMPLOYMENT

Except as otherwise hereinafter provided, no person convicted of a misdemeanor involving moral turpitude or a felony shall be eligible for employment in the service of the City; however, the City Manager may disregard such conviction if he/she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction.

Only the City Manager, Employee Relations Officer, City's Attorneys, Human Resources Director, and other Human Resources staff are authorized to have access to the "State

Summary Criminal History Information" as provided for in Section 11105 of the Penal

Code of the State of California.

4.85 FINGERPRINTING

To facilitate the City's ability to perform complete background checks on its employees, new City employees will be fingerprinted and their backgrounds researched to ensure that there is nothing which would hinder their ability to perform their job satisfactorily or create any unnecessary liability for the City.

4.90 RESIGNATION

Employees who desire to terminate their service with the City shall submit a written resignation to the Department Head at least two weeks prior to the effective date of the resignation. Failure to comply with this requirement may be cause for denying future employment with the City.

4.95 REHIRE

Any career employee who voluntarily or involuntarily resigns or separates and is later rehired, may forfeit all previous seniority and benefits and does not need to be rehired at his/her former classification or pay level, except in the case of lay-off. The rehired employee may be considered the same as a new hire. With approval of the City Manager, a former employee who is eligible for rehire may be rehired by appointment rather than competitively, but may still be placed on six months probation upon return. **However, if an employee voluntarily separates from the City and is subsequently rehired by the City within one calendar year of his/her employment separation date, the employee's benefits will be the same as when the employee separated and the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.**

SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS

5.05 SALARY AT APPOINTMENT

Except as otherwise stated in this Section, all new employees shall be appointed at the 'A' Step of the salary range for the position. When the proposed employee's education, training, experience, and current salary are deemed superior and justify a higher starting salary, the Department Head may offer employment up to the 'C' Step of the salary range without obtaining City Manager approval.

If the Department Head recommends appointing the employee at a pay level above the 'C' Step, City Manager approval must be obtained prior to making an offer of employment. All final appointments are subject to City Manager approval, regardless of the pay level at which the employee is appointed.

When hiring new Department Heads, the City Manager may authorize certain added incentives to aid in the recruitment process. Some added inducements might be the authorization of a moving allowance, additional Annual Leave, educational expenses, etc. Such incentives may be authorized only if in conformance with a written policy, adopted by resolution of the City Council.

5.10 EMPLOYEE PERFORMANCE EVALUATION

The Performance Assessment Review (PAR) is the employee performance evaluation tool. Regular reports on forms prescribed by the Human Resources Director shall be made as to the efficiency, competency, conduct, and merit of all employees appointed by the City Manager. Performance evaluations are required to be given at the following times: three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date. An employee who received a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months. Any decision to extend an employee's probationary period must be made prior to the expiration of the original probationary period. Any evaluation which warrants a merit increase but is not completed by the designated review date shall be retroactively paid back to that review date. In addition to those occasions referenced by this Section, a supervisor may render a performance evaluation when performance issues arise, whether positive or negative; when there is a change in assignment; and/or when there is a change in supervisor or management.

During the performance evaluation meeting, the employee and supervisor shall review and discuss the employee's significant accomplishments, training, problem or improvement areas, and future development and objectives. After reviewing the job descriptions, duties, and any established performance standards for that position, an evaluation shall be made by the supervisor as to whether the employee's performance meets City standards. An explanation must accompany any unacceptable or conditional judgment. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. Based upon the Performance Assessment Review, the supervisor may make appropriate recommendations regarding a possible merit increase, or other action.

The employee shall have the right to attach a written response to the corresponding

performance evaluation in his or her personnel file. This response must be made within ten (10) working days of receiving the evaluation.
If a career employee's written objection to his/her evaluation is concurred with by the Department Head, the evaluation may be revised accordingly. If there is no denial of merit increase nor an overall below-City standard rating, the Department Head's decision shall be final and conclusive with regard to the validity of the objection.
If a career employee is not in agreement with a performance evaluation which results in an overall below-City Standard rating (other than one which results in denial of a merit increase or in any other direct monetary detriment to the affected employee), the employee may, within ten (10) working days after receipt of the evaluation, request a review of such evaluation by his or her Department Head. If the employee is not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receipt of the determination of the Department Head, request a further review by the City's Human Resources Director, whose decision shall be final and conclusive.
If a performance evaluation results in a denial of a merit increase or in any other direct monetary detriment to the affected career employee, the employee may, within ten (10) working days after receipt of the evaluation, request a review thereof by his or her Department Head. If not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receiving the determination of the Department Head, request a further review of the evaluation by the City's Human Resources Director, whose decision shall be final and conclusive.
In either of the foregoing situations, if the career employee's Department Head prepared the evaluation in question, the employee may omit review by the Department Head and proceed directly to the next level of review by the Human Resources Director.
Probationary employees may attach written responses to their probationary evaluations and submit them to the Department Head for consideration, however, such employees have no appeal rights.
The employee and supervisor must sign and date the report. If the employee refuses to sign the report, the supervisor shall note this fact and any circumstances surrounding the employee's refusal on the Performance Assessment Review. Copies of the Report shall be distributed to the employee, the Department Head, and the Human Resources Department.

5.15 PROGRESSION ON MERIT PAY

A. Career Full-time and Career Part-time Employees shall earn merit pay increases based on meeting or exceeding satisfactory performance of duties in the overall rating rather than simple longevity, as follows:

1. Normal Progression

From the date of employment until the successful conclusion of the probationary period, no merit pay increase shall be granted. At the end of

a successful probationary period, the employee shall become eligible for

a merit pay increase provided that the employee's overall performance has satisfactorily met City Standards. Thereafter, eligibility for merit pay increases shall occur at 12-month intervals provided the employee's performance is satisfactory, until such time as the employee reaches the top of the salary range available for his or her position. Employees must achieve an overall "meets job requirements" to be deemed as having met City Standards. An employee who receives an overall performance rating less than "meets expectations" will not receive a merit increase. An employee who receives a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months.

2. Promotional Progression

From the date of promotion until the successful conclusion of the probationary period, no merit pay increase may be granted. When an employee is promoted to a classification with a greater salary range, his or her salary increases to an appropriate salary step within the salary range of the new position. An employee who is promoted shall be compensated at the pay level within the new salary range which is the lesser of five (5) percent higher than the pay level he or she held in the previous salary range or the top of the salary range for the new position. All promoted employees who successfully pass their promotional review period are eligible for a step merit pay increase within the salary range of their position, again provided satisfactory performance is achieved. A promoted employee is eligible for another merit pay increase, annually thereafter, from the date of the promotional review until their salary reaches the top of the salary range.

B. Temporary and Seasonal Employees It is the policy of the City of Moreno Valley to grant a merit pay increase to temporary employees after the first 1,000 hours of service, provided the performance is satisfactory. The next increase would occur after completion of 3,000 hours, as long as performance remained satisfactory, and every 2,000 hours thereafter, until such time as the employee reaches the top of their salary range. If a merit increase is warranted, it will be based on an abbreviated evaluation form similar to the one used during probation for a career employee. A temporary or seasonal employee may receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire and may be evaluated more frequently at the discretion of the supervisor. This performance evaluation may also be used as a basis for considering salary in the event the employee is rehired.

C. All Crossing Guard employees who have successfully completed training shall become eligible for a merit pay increase. Regular Crossing Guards shall become eligible for a second merit pay increase upon completion of six hundred and fifty (650) hours of service; and shall then be eligible for merit adjustments once in each succeeding period of thirteen hundred (1,300) hours of continuous service, provided that performance meets City standards.

SECTION 6: ATTENDANCE AND HOURS OF WORK

6.05 WORKWEEK AND OVERTIME

For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the workweek for City employees shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. For any illness or emergency absence from work, the employee must notify the supervisor within the first half hour of normal reporting time when possible.

6.06 OVERTIME COMPENSATION

Overtime compensation shall be provided to City employees as follows:

A. Executive Management, Division Management, and Professional/Administrative/ Management Employees are salaried employees and shall not receive overtime compensation. Employees in these categories shall receive administrative leave hours, as specified in Section 7.25.

B. Non-Exempt and Part-time Employees may receive overtime compensation in the form of paid time or compensatory time-off, at a time-and-one-half rate. The choice of compensation method is the employee's. Employees in these categories may accrue compensatory time to a maximum cap of 120 hours. The City Manager may allow accrual beyond the maximum if circumstances warrant. Overtime will be paid for hours worked in excess of 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA). In addition, career employees will be compensated with overtime for any hours actually worked in excess of 9 hours in a workday for those on a modified schedule or 8 hours in a workday for those on a regular schedule. Part-time Career Employees must use the 9-hour workday for overtime. Career employees will also receive overtime pay for hours worked on a City designated holiday or for a "Call Back" or "Call Out" as described in sections 15.05 and 15.10. **All overtime worked must be <u>pre-approved</u> by the employee's manager.**

C. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under these Rules. This in no way limits or caps paid overtime.

For Non-Exempt positions, which do not meet one of the FLSA exemption categories, overtime hours worked shall be compensated for time actually worked in excess of 40 hours in a workweek. In addition, and in accordance with the MOU, Career Non-Exempt employees shall be compensated for time actually worked in excess of 9 hours in a workday and/or 40 hours in a workweek for those employees on a modified work schedule or 8 hours in a workday for those on a regular work schedule. A paid holiday shall count as time labored towards the 40-hour workweek for the purposes of overtime compensation. Annual Leave, or compensatory time will not be included as time worked for purposes of calculating overtime.

Overtime for all Non-Exempt employees shall be compensated in one of the following two ways:

A. As paid time at the one-and one-half rate of pay; or

B. As compensatory time as accrued at the one and one-half rate of pay.
Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e. paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. If the supervisor requires that a particular employee perform the overtime, yet they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. Compensatory time accumulated under these Rules and Regulations is vested time and must be utilized or paid in conjunction with termination of employment.

6.08 COMPLIANCE WITH FAIR LABOR STANDARDS ACT

The City is committed to complying with the Fair Labor Standards Act and therefore prohibits improper deductions from FLSA exempt employees' pay. The City will promptly remedy any violations of this policy by reimbursing an affected employee for any amounts which have been improperly deducted from the employee's pay.
Any employee who believes that an improper deduction has been made from his/her pay should submit a complaint to the Human Resources Department as soon as possible. The Human Resources Department shall promptly investigate the complaint and render a written decision as soon as is reasonably possible. If the complaint is determined to be justified, the employee shall promptly be reimbursed in the amount improperly deducted. The City shall thereupon restate its good faith commitment to future compliance with the Fair Labor Standards Act.

6.10 NO GUARANTEE OF HOURS

Nothing contained in these Rules shall be construed to constitute a guarantee of minimum hours of work per day or per work week or of days of work per work week, provided that when reasonably possible at least 14 calendar days advance notice shall be given to each employee whose work hours are to be reduced. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a reduction-in-force.

6.15 STAND-BY AND CALL-BACK POLICY

Policies relating to stand-by and call-back duty shall be established by the City Manager. (*For more information on stand-by and call-back requirements and compensation, see Section 15.)*

6.20 TIME SHEETS

All City employees must complete time sheets showing hours worked and leave taken. Salaried employees are not subject to having their pay reduced for less than 8 hour increments when no other authorized leaves are available to them. The City may make deductions from paid leave accruals for periods of less than 8 hours. Time sheets must be signed by the individual employee, the employee's supervisor, Division Manager and,

where required, Department Head. Time sheets will be reviewed and audited by the

Finance Department. Notice of any correction(s) to the time-sheet will be sent to the employee and the Department Head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after the notice of correction has been given to the employee. Unresolved matters may be taken to the Human Resources Director for a final determination.

6.25 CONSTRUCTIVE RESIGNATION

An employee who is absent, without authorized leave, for three (3) or more consecutive work days is deemed to have resigned. If the Department Head, with the concurrence of the Human Resources Director, determines that extenuating circumstances exist, the resignation may be rescinded, in which case, absence may be covered by leave, with or without pay, if so approved by the Department Head.

6.30 LUNCH AND BREAK POLICY

Employees may take one break in the morning (before 11:00 a.m.), and one in the afternoon (after 2:00 p.m.). Break periods shall not exceed fifteen (15) minutes each. One paid break period is allowed for each 4-hour work period. Part-time employees are not entitled to a paid break unless they work longer than four hours.

Lunch periods shall be at least thirty (30) minutes, but no more than sixty (60) minutes per day. Employees are expected to conform their lunch hours in accordance with department schedules. As department schedules may not permit all employees to take lunch between 12:00 noon and 1:00 p.m., the Department Head may authorize staggered lunch periods throughout the late morning and afternoon. Part-time employees must work six or more consecutive hours to receive an unpaid 30-minute lunch break. If the part-time employee is alone, he/she may be authorized to eat at the work-site on paid time.

An employee who takes a break from his/her normal work station to smoke is using part of the 15-minute break. Employees in transit in the conduct of City business while smoking does not constitute a smoke break.

Break and lunch periods may be taken only in the time period for which they are designated and may not be accrued. Extenuating circumstances, as determined by the immediate supervisor, may establish cause for variation from the scheduling of break and lunch periods.

Salaried employees are expected to conform generally to the established standard for all employees. Although flexibility is provided for salaried employees to exercise judgment in maintaining their work schedule, this schedule should not be to the detriment of work production.

SECTION 7: LEAVES

7.05 HOLIDAY PAY AND HOLIDAY LEAVE

Days designated as legal holidays by the City Council are 11 holidays as follows:
New Year's Day (January 1), Dr. Martin
Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veteran's Day (November 11th), Thanksgiving (4th Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24th), and Christmas Day (December 25th).

Effective July 10, 2009, career full-time and career part-time employees receive holiday pay for all working hours scheduled to be worked on a holiday. If the holiday occurs on a day the employee is normally scheduled off, e.g. Friday, Saturday, Sunday or a WSR day, then the hours are recorded in the employee's accrued holiday leave bank, and the employee may request to use the banked holiday leave time like paid Annual Leave. However, when a holiday occurs on a Friday, Saturday or Sunday, the City may designate another day during the work week as an observed holiday. Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, i.e. 8 hours when on a 5/40, 9 hours when on a 4/36, 8 hours when on a 9/80, or 10 hours when on a 4/10 work week schedule. Career part-time employees accrue holiday leave time on a prorated basis. Accrued holiday leave time hours remain in the employee's holiday bank until used, without risk of forfeiture.

Temporary employees do not get paid or accrue holiday leave time.

7.10 ANNUAL LEAVE

In lieu of accruing separate banks of ~~holiday,~~ floating holiday, vacation, sick hours, and administrative leave time where applicable, employees will accrue annual leave. Effective December 14, 2007, accrued vacation banks for current employees will be converted to annual leave on an hour-for-hour basis.

Annual Leave Usage

Some of the appropriate uses of this leave time include the following:

~~A. To enable employees to get paid on days so designated as legal holidays by the City Council which includes New Year's Day (January 1), Dr. Martin Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veteran's Day (November 11th), Thanksgiving (4th Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24th), and Christmas Day (December 25th).~~

~~B~~**A.**To provide recuperation time for an employee incapacitated due to illness, injury, or other medical disability;

~~C~~**B.**To allow for the quarantine of an employee exposed to a contagious disease which results in the enforced quarantine of an employee in accordance with public health regulations;

~~D~~**C.**To attend to the urgent health needs of immediate family members;

~~E~~**D.**To attend medical or dental office appointments;

~~F~~**E.**To enable employees to conduct important personal business during normal working hours;

~~G~~**F.**To provide time for periods of rest and relaxation; or

~~H~~**G.**In other instances consistent with all existing Rules and Regulations as

authorized by the employee's Executive Manager or representative.
When personal emergencies or situations of personal necessity arise, annual leave may be granted over the telephone within 30 minutes of start time unless special and extenuating circumstances prohibit employees from calling in , but the caller must identify the specific reason for the emergency or necessity and follow up with a written request. Employees are encouraged to accrue annual leave balance as a protection against the adverse affects of short- or long-term absences due to a major illness or injury.
Minimum Use: During each calendar year, each full time career employee shall use at least ~~168~~ **80** hours of annual leave**.**, ~~with approximately, 88 hours of this leave provided to enable employees to get paid on days so designated as legal holidays by the City Council when City facilities are closed.~~ Part-time career employees are required to use forty (40) hours of annual leave. ~~Part-time career employees should use a portion of these hours for holidays, as appropriate.~~
Further, employees are urged to retain a reasonable bank of annual leave in case of unexpected illnesses or injuries to either themselves or family members.
All employees shall generally make a request for said leave to the executive manager in sufficient time to plan work schedules. Consequently, executive management is responsible for planning work schedules to allow each employee to take that leave each calendar year and each employee is responsible for using it. Failure to use the minimum required hours of such leave shall result in City Manager review of the circumstances surrounding such failure. Failure to follow the minimum usage may result in disciplinary action if conditions warrant.
Paid annual leave shall continue to accrue in accordance with the provisions during any authorized period of leave with pay. All annual leave shall be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is assigned.
If an employee needs to be absent from work on a given day due to any unexpected reason, he/she must notify the supervisor by telephone within the first half hour of normal reporting time or earlier if possible.
Reporting Annual Leave: The reporting of the use of annual leave should normally be in increments of a quarter of an hour for non-exempt employees and ~~one~~ **quarter of an** hour increments for exempt employees will be used whether the employee works a full or partial day.
Physician's Certificate: An employee absent on unscheduled annual leave in excess of three (3) consecutive working days due to illness or injury, may be required by his/her executive manager to submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. The executive manager may also require a written statement that such employee is able to resume his/her normal duties.
Management must list reasons for requesting the doctor's excuse for annual leave of less than three (3) consecutive working days. An employee may be placed on medical certification in instances when leave has not been preapproved and the employee has exceeded the minimum use requirement for Annual Leave.

Leave Donation: Up to 24 hours of annual leave may be voluntarily donated from

one employee to another out of a humanitarian need when the recipient employee has no leave accrued per ~~City Manager's~~ approval **by the Human Resources Director**. No more than 480 total hours of leave may be donated to an individual employee. ~~Donated annual leave will be taken from the forfeitable portion of leave balances.~~

Annual Leave Accrual

Annual leave time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year. Each career employee shall have annual leave time accrue for each pay period starting from the first day of probationary appointment. Accrual rates are based on years of service.

Employees shall receive annual leave benefits on a pro-rata basis, calculated by the number of hours paid as a percentage of a forty (40) hour workweek**, including any WSR**. Employees, as outlined in the City's Benefit Plan, shall receive annual leave accruals as follows:

A. Executive Management Employees shall earn ~~14.77~~ **11.39** hours of annual leave per pay period of service (approximately ~~384~~ **296** hours per year). This accrual shall extend to ~~16.31~~ **12.93** hours per pay period (approximately ~~424~~ **336** hours per year) at the beginning of the sixth year and extend to ~~17.85~~ **14.47** hours per pay period (approximately ~~464~~ **376** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.

B. Division Management Employees shall earn ~~13.85~~ **10.47** hours of annual leave per pay period of service (~~360~~ **272** hours per year). This accrual shall extend to ~~15.38~~ **12.01** hours per pay period (approximately ~~400~~ **312** hours per year) at the beginning of the sixth year and extend to ~~16.31~~**12.93** hours per pay period (approximately ~~424~~ **336** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave including grandfathered amounts. Once an employee reaches this cap, annual leave accruals will be suspended.

Division Management Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~16.92~~ **13.55** hours per pay period (approximately ~~440~~ **352** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

C. Professional / Administrative shall earn ~~13.08~~ **9.70** hours of annual leave per

pay period of service (~~340~~ **252** hours per year). This accrual shall extend to ~~14.62~~ **11.24** hours per pay period (approximately ~~380~~**292** hours per year) at the beginning of the sixth year and extend to ~~15.54~~**12.16** hours per pay period (approximately ~~404~~ **316** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.

PAM Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~16.15~~**12.77** hours per pay period (approximately ~~420~~ **332** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave.

PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.

D. Non-Exempt Employees shall earn ~~10.77~~ **7.39** hours of annual leave per pay period of service (approximately ~~280~~ **192** hours per year). This accrual shall extend to ~~12.31~~ **8.93** hours per pay period (approximately ~~320~~ **232** hours per year) at the beginning of the sixth year and extend to ~~13.23~~ **9.85** hours per pay period (approximately ~~344~~ **256** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the annual leave accrual rate as a recruitment tool. Employees in these categories may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.

Non-Exempt Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~13.85~~ **10.47** hours of annual leave per pay period (~~360~~ **272** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

E. Seasonal Employees/Crossing Guards with Leave Accruals shall accrue annual leave at a rate determined by their program agreement or contract. Temporary Employees shall not normally accrue paid annual leave, but may take leave without pay as approved by their supervisors.

7.15 GRANDFATHERED LEAVE BALANCES

Prior Sick Time Accruals: Employees shall retain all existing sick leave hours accrued prior to the enactment of this policy **on December 14, 2007. Such accrued sick leave hours shall be referred to as Grandfathered sick leave balance and are considered Frozen Sick Leave hours.** Although sick leave will no longer continue to accrue for employees, an employee's **frozen** sick leave balance will be available for use in the event of a~~n~~ serious illness or injury which qualifies for disability. These frozen sick leave hours can ~~not~~ be used for baby bonding or family member's illnesses or injuries**, if the employee is on approved FMLA leave**.

This Grandfathered sick leave balance shall be available for cash out upon separation at a rate of 40% of the accrued balance for full time employees and 20% for part time employees. The remaining balance will be converted to PERS service credit for retiring employees. Separating employees will forfeit the remaining balance.

MV00105040

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. **70% PERS Service Credit with 30% Cash Out**
2. **80 % PERS Service Credit with 20% Cash Out**
3. **90 % PERS Service Credit with 10% Cash Out**
4. **100 % PERS Service Credit with 0% Cash Out**

Grandfather Clause: Sick leave balances as of 9/22/92 for Executive Management and Division Management employees shall be available for cash out upon ~~separation~~ **retirement** at a rate of 60% of the accrued balance and 40% towards PERS service credit. When sick leave is taken, the hours last accumulated shall be utilized first. **Employees not retiring under the City's CalPERS contract benefits at the time of employment separation shall forfeit 40% of their frozen sick leave.**
An employee absent for three consecutive working days due to illness of injury may access their frozen sick leave bank if they submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. Further, the employee is to complete the Leave of Absence Request Form and attach it to the physician's certification before submission to their supervisor and executive manager for approval.
Converted Vacation, Holiday, Floating Holiday, and Admin Leaves: Balances converted to annual leave will be cashed out upon separation at the 100% rate in effect prior to the enactment of this policy. When annual leave is taken, the hours last accumulated shall be utilized first.
Effective one time only, at the time of conversion to Annual Leave, total hours in excess of 1384 shall be excluded from the ~~2080~~ **1664** hour annual leave cap.
The beneficiary on file of an employee who has died while actively employed by the City may receive a 100% cash out of the employee's accrued sick leave.
7.20 ANNUAL LEAVE CASH OUT UPON SEPARATION AND RETIREMENT
Separation from the City
Employees separating from the City are entitled to payment for ~~80%~~ **100%** of their unused accrued annual leave balance. ~~The remaining 20% will be forfeited. Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15.~~
Retirement from the City
Employees retiring from the City are entitled to payment for ~~80~~**100**% of their unused accrued annual leave balance. ~~The remaining 20% will be converted to PERS service credit.~~
No compensation for annual leave will be awarded to current City employees until they terminate or retire.
Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15.
7.30 BEREAVEMENT LEAVE
Employees shall be allowed to utilize four (4) days of bereavement leave in the event of

the death of an immediate family member. Immediate family in this instance shall be defined as mother, father, spouse, domestic partner, natural/step-children, children of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild. Step-parents may be included if they are currently members of the immediate family.

Employees will be allowed Annual Leave to be taken and/or advanced, if needed, up to ten (10) days in length in addition to bereavement in the event of a death in the employee's immediate family (parent, spouse, child, domestic partner, step-child, child of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild). Step-parents may be included if they are currently members of the immediate family.

7.35 JURY DUTY AND WITNESS LEAVE

No employee shall be dismissed or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this Section. An employee called to serve as a juror or witness shall notify his or her supervisor at least one (1) week prior to the commencement of such service, unless extenuating circumstances exist.

Any employee of the City called as a juror or witness shall be entitled to be absent from his or her duties with the City shall receive their regular salary limited to one-hundred (100) hours each year for each of the following types of jury service: local and federal. This could be expanded, dependent on an unusual situation, which is subject to the approval of the City Manager. The employee shall obtain a jury calendar or assignment sheet weekly during such service. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or commissioner and shall deliver this sheet to his or her supervisor at the end of each week to verify jury duty or witness service.

If a career employee on an alternative work schedule is summoned for jury duty, the Department Head or designee shall convert the employee's usual work shift to a regular five (5) day, Monday through Friday shift basis. A career employee required to serve on jury duty shall be entitled to his or her regular rate of pay, provided the employee deposits any fees for service, excluding mileage, with the City. A crossing guard, temporary, seasonal, or emergency employee called for jury duty will not be compensated for time lost while on jury duty, but shall be entitled to retain his or her jury fees.

Any employee required to be absent from work on behalf of the City by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at his or her regular rate of pay, provided that any fees, except mileage, are deposited with the City. A non-exempt employee required to be present as a witness in any other matter shall not be entitled to be paid during such absence. An exempt employee will be paid his/her regular rate of pay whenever required to provide testimony under oath in any proceeding related to City matters.

An employee who is released by the court from jury duty on any regularly scheduled work day shall contact his or her supervisor to find out whether he or she is required to return to work. An employee who is scheduled for stand-by duty while serving on jury duty shall be rescheduled for stand-by duty after the conclusion of jury duty, unless the employee agrees to serve both.

7.40 PREGNANCY DISABILITY LEAVE

Pregnancy disability leaves of absence shall be granted to employees medically disabled by pregnancy, childbirth, or related conditions, provided such leave shall not

MV00105042

exceed four (4) months. At the commencement of a pregnancy disability leave of absence, employees will use accrued Annual Leave and/or compensatory time off, as well as disability pay, and thus, continuing to receive pay. City pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies except as modified herein. The use of accrued time-off shall not extend the length of the leave. The authorized absence is only for the duration of the disability up to four (4) months.

When an employee is on pregnancy disability leave, the City shall continue payment of benefit premiums for the employee and her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. If an employee files for disability, a doctor's certification is required. When the employee is no longer disabled, she may no longer continue pregnancy disability leave. ~~If she chooses to remain away from work longer, she must apply for family leave.~~ Annual Leave shall not accrue during a pregnancy disability leave of absence unless the employee is continuing to receive pay by utilizing accrued Annual Leave or compensatory time off. Employees on pregnancy disability leave may also be eligible for benefits under the City's Disability Program. Employees must file a claim in order to receive these benefits. Forms are available from the City's Human Resources Department.

Any employee who takes a pregnancy disability leave of absence shall have her anniversary date extended by the same length of time as the unpaid portion of the maternity leave. For purposes of this section, paid portions of pregnancy disability leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy disability leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

A request for a pregnancy disability leave of absence should be submitted by the employee as soon as feasible after the employee learns of her pregnancy. The employee must provide a written statement from her physician indicating the date the physician believes the leave of absence should begin and the estimated date of birth. The City may require a pregnant employee who wishes to continue working to provide a physician's statement approving the continuance of her current work duties.

Before returning to work following a pregnancy disability leave of absence, the employee shall submit a physician's verification stating the employee's ability to return to work. Unless the leave is otherwise extended, at the end of the four (4) month pregnancy disability leave period the employee shall be required to return to work full time. If approved by the employee's physician, the Department Head and the Human Resources Director, the employee may choose the option of returning to work prior to the conclusion of the four (4) month period on either a full-time or part-time basis and receive pro-rated benefits.

MV00105043

Up to an additional two (2) months of pregnancy disability leave may be granted for medical reasons if the employee's physician provides a written statement indicating the employee's inability to perform her duties or any feasible "limited duties." Such an extension of pregnancy disability leave is subject to the approval of the City Manager whose decision is final and conclusive. Nothing herein shall guarantee an extension beyond the standard four (4) months of leave.

An employee may take both pregnancy disability leave and subsequently State family care and medical leave to be with a newborn. The employee is entitled up to four (4) months of pregnancy disability leave, plus an additional twelve (12) weeks using the State family care and medical leave provisions.

7.45 FAMILY CARE AND MEDICAL LEAVE

Leaves of absence shall be granted to employees who have full-time career service with the City during the previous 12-month period, for the reason of childbirth, adoption, foster care, parental care, serious family illness, or for an immediate family member or the employee's own serious health condition, provided such leave shall not exceed twelve (12) weeks of leave in a twelve (12) month rolling period. When both parents are employed by the City, the two employees are only entitled to receive a combined twelve (12) weeks for the birth, adoption, or foster care of a child.

At the commencement of a family leave of absence, employees ~~shall~~ **may** first use all **Frozen Sick Leave, and then any other accrued leave available, such as** accrued Annual Leave or compensatory time off and, thus, continu~~ing~~ to receive pay. Pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies governing leave without pay, except as modified herein. The use of accrued time off shall not extend the length of the leave.

The City requires the following information on a certification of the need for this leave:

A. The date on which the serious health condition commenced.

B. The probable duration of the condition.

C. In the case of caring for a family member, an estimate of the amount of time the employee needs to care for the individual.

D. That the serious health conditions warrant participation of a family member to provide care during the period of treatment.

In the case of an employee's own serious health condition, if the employee is unable to perform the functions of his or her position, the City can seek second and third opinions at its cost.

A serious health condition means an illness, injury, or impairment, or physical or mental condition that involves one of the following: hospitalization; absence of three (3) days plus treatment; pregnancy; chronic conditions regarding treatment; permanent/long term conditions requiring supervision; or multiple treatments (non-chronic conditions).

MV00105044

When an employee is on unpaid family leave, the City shall continue payment of benefit premiums for the employee and his/her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. Annual Leave shall not accrue during a family leave of absence unless the employee is continuing to receive pay.

An employee who takes a family leave of absence shall have his/her anniversary date extended by the same length of time as the unpaid portion of the family leave. For purposes of this section, paid portions of family leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a family leave of absence while on probation, his/her probationary period shall be extended the same length of time as the family leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance. Family leave shall not constitute a break in service for purposes of longevity or seniority.

The employee should request a family leave of absence by submitting the proper form to his/her supervisor, signed by the Department Head, concurred by the Human Resources Director, and approved by the City Manager. Forms may be obtained in the Human Resources Department. For a more detailed understanding of this policy, the employee should read the complete family leave policy in the City's Administrative Policy Manual.

Employees may take 40 hours of Annual Leave per school year to consult with the school teachers or counselors of children, step-children, or children of domestic partners, or to attend their school activities. This time is to be taken against any leave accruals except sick leave. If no accrual is available, leave without pay may be used. As this is State law, supervisors must approve this leave up to 40 hours annually per child. The employee must provide evidence of this school appointment. Supervisors need not approve more than eight (8) hours in a month.

7.50 LEAVE OF ABSENCE WITHOUT PAY

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay, if such leave has been authorized by the proper authorities.

This section is designed to grant special requests for leaves of absence without pay that are not specifically addressed in either the military leave, FMLA, or pregnancy disability leave sections of these Personnel Rules.

A leave of absence without pay must be approved by the appropriate Executive Manager. Leave without pay in excess of one week shall also require the approval of the Human Resources Director. No leave of absence without pay shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No leave of absence without pay pursuant to this Section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee. The supervisor may require leave without pay in the event an employee is late for work or misses work without valid approval. In this case the supervisor would annotate the employee time sheet with leave without pay for the absent time.

MV00105045

An employee on a leave of absence without pay shall not receive compensation on accrued Annual Leave. After thirty (30) consecutive working days on a leave of absence without pay, contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits, which may not be so continued. Any employee requesting a leave of absence without pay shall utilize all of his or her accrued compensatory time off or Annual Leave prior to the start of the leave without pay.

Any employee who takes a leave of absence without pay for more than 30 work-days in a calendar year shall have his or her anniversary date extended by the same length of time as the leave without pay. If an employee takes a leave of absence without pay while on probation, his or her probation period shall be extended the same length of time as the leave without pay. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved leave of absence without pay, the employee shall be reinstated to the position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the leave of absence without pay shall constitute job abandonment and will result in dismissal.

It is the responsibility of the employee to submit a written request for a leave of absence within two weeks before such leave would begin stating the reason for the request, the date such leave will begin, and the duration of the leave. A “Leave of Absence Request” form and a “Payroll Action Form” must also be completed. Failure of an employee to apply for leave of absence and complete all necessary forms will be considered to be absent without leave, and all City-paid benefits will be terminated. Any unauthorized absence of an employee from duty shall be deemed to be absent without pay and may be cause for disciplinary action. Failure to report for work or call in for three (3) consecutive workdays shall be considered a voluntary resignation.

7.55 MILITARY LEAVE

Military Reserve Leave shall be granted under the provisions of State Law, which, in pertinent part at the present time, defines military reserve leave as: “military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days in a fiscal year, including time involved in going to and returning from the duty, but not for inactive duty (for training) such as scheduled reserve drill periods.” For the purposes of this Section, “active military training” shall be defined as a period of training (i.e. encampment, naval cruises, special exercises, or like activities) that normally occurs once a year over a two-week interval. “Inactive duty for training” and “scheduled reserve drill periods” shall be defined as the weekend periods of training that are scheduled once a month. Such weekend drills do not conflict with normal working hours within the City.

MV00105046

Employees must submit a copy of military orders to their Department Head and the Human Resources Director prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates.

Employees shall receive their full regular pay during the first thirty (30) calendar days of "military leave" in any one fiscal year. After the first thirty (30) days of military leave in a fiscal year, employees will continue to receive the same compensation less any military pay up to one year during the period of active military leave.

Employees on a military leave of absence shall receive the same Annual Leave and the same rights and privileges to promotions, continuance in office, employment, reappointment to office, or reemployment that they would have enjoyed had they not been absent there from. Contributions to retirement, and medical and dental plans that are not otherwise provided by military coverage during active duty, shall be continued until the employee is reinstated, provided that the period of ordered duty does not exceed three (3) years.

Except for probationary employees, an employee's anniversary date shall be extended if his or her military leave of absence is in excess of thirty (30) days per fiscal year. If an employee's military leave of absence exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as his or her leave of absence, minus the first thirty (30) days (i.e. if the employee's military leave of absence is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee is required to perform military reserve duties while on probation, his or her probationary period shall be extended the same length of time as the military leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

The City shall reinstate those employees returning from a military leave of one year or less to the position they occupied prior to taking a military leave of absence or to a position of comparable seniority, status, and pay, if such position exists, upon presentation of a certificate of satisfactory completion of service and if such employees are qualified to return to their former positions. If no such comparable position exists, the employee shall have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken a temporary military leave of absence.

Any employee who, in time of war or national emergency as proclaimed by the President or Congress, is ordered by the military to active duty, shall have a right, if released, separated, or discharged under conditions other than dishonorable, to return to his/her former classification within one year after termination of his/her active service with the armed forces, but not later than six (6) months after the end of the war or national emergency. (See Government Codes 395.1, 146, and 395.05.)

7.60 ON-THE-JOB INJURIES AND WORKERS' COMPENSATION COVERAGE

All injuries and illnesses arising out of, and in the course and scope of employment with the City, including first aid injuries, shall be reported immediately to the appropriate supervisor. The supervisor, upon receiving notice of the accident, shall be responsible for (1) giving the injured employee an "Employee's Claim For Workers' Compensation Benefits" (DWC-1) form within twenty-four (24) hours; and (2) immediately notifying ~~the~~ Risk Management of the accident in accordance with Labor Code provisions. The Risk Management shall be responsible for completing an "Employer's Report of Occupational Injury or Illness (form 5020)."

MV00105047

An employee incapacitated on account of an injury or illness arising out of and in the course and scope of employment may be entitled to:

A. Medical care to cure the injury;

B. Rehabilitation services necessary to return to work; and

C. "Temporary disability" payments in lieu of lost wages, commencing three (3) days after the injury occurs.

If an occupational injury or illness is severe and requires immediate medical attention, first aid should be rendered and medical treatment should be obtained at the closest City-designated medical treatment facility. For severe accidents occurring outside the City limits, medical treatment should be obtained at the closest medical facility. Use of paramedic services is automatically authorized if the injury is life threatening.

In the case of an occupational injury that requires medical attention within the first twenty-four (24) hours or develops symptoms after the first twenty-four (24) hours following the injury, the employee shall immediately notify his or her supervisor and the employee's supervisor shall notify ~~the~~ Risk Management. If the employee has not submitted a properly completed "Employee Notification of Personal Physician" form to ~~the~~ Risk Management for treatment of job-related injuries, all medical treatment shall be provided through the City's designated medical service providers for the first thirty (30) days after the date of the injury. If the employee has submitted a properly completed "Employee Notification of Personal Physician" form to the Human Resource Department for treatment of job-related injuries, an appointment may be scheduled with the employee-designated medical service provider. The employee shall notify the Risk Management prior to scheduling the appointment, if he or she has chosen to be treated by an employee-designated medical service provider.

A career employee who is disabled by injury or illness arising out of and in the course and scope of his or her duties shall suffer no loss in City pay or accrued Annual Leave for the first three (3) days of absence from work because of such disability. If a career employee's absence persists in excess of three (3) days, the employee may be eligible for "temporary disability" payments. State law shall determine the "temporary disability" payment an employee can expect to receive from Workers' Compensation Insurance.

City policy allows for career employees incapacitated by reason of an injury or illness arising out of and in the course and scope of his or her employment to receive **fully paid Workers' Compensation Leave (i.e., equal to the employee's regular base pay compensation, including reduced pay due to furlough pay reduction).**~~a sum which, when added to the amount of temporary disability payment, will result in a payment equal to such an employee's regular compensation~~. This is for the first six (6) months and then **receive** 66-2/3% of the gross salary **through the City's Long Term Disability Plan** up to the maximum by Labor Code beyond the six (6) months after the injury. This applies unless the employee is hospitalized for greater than 90 days, or is not allowed by the City to return to light duty even though authorized by competent medical authority to return to limited duty. The City shall allow the employee to use Annual Leave or compensatory time in order to equal his/her normal salary after the six (6) months. **If the employee is unable to return to work due to a permanent disability and retires under CalPERS benefits, the employee may also be eligible for long-term disability plan benefits under the provisions, requirements and limits of the plan.**

MV00105048

Once all accrued leave is exhausted, compensation would be 66-2/3% of gross salary and all leave benefits will cease to accrue. Such worker's compensation shall commence three (3) days after the injury occurs, or after temporary disability begins, and shall conclude with the termination of such a temporary disability, upon reaching a permanent and stationary condition, as determined by competent medical evidence, or upon the completion of one (1) year on-the-job injury leave, whichever comes first. **If the employee is still unable to work after one year, the City may initiate processing a PERS disability retirement application on behalf of the employee.** Employees with injuries or illnesses that persist beyond six (6) months may be eligible for workers' compensation temporary or permanent disability payments. Workers' Compensation income is non-taxable.

Except for probationary employees, an employee's anniversary date shall be extended if his or her Worker's Compensation related injury or illness is in excess of thirty (30) days per fiscal year. If an employee's Worker's Compensation related injury or illness exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as the injury or illness, minus the first thirty (30) days (i.e. if the employee's injury or illness is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee experiences a Workers' Compensation related injury or illness while on probation, his or her probationary period shall be extended the same length of time as the injury or illness. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Workers' Compensation leave and benefits shall be granted to an employee upon presentation to the City of a properly completed claim form and presentation of a physician's certificate of temporary disability status. A claim denied by the Workers' Compensation Board, a written statement from the treating physician indicating that the employee's condition is permanent and stationary, or separation from City service shall terminate an employee's eligibility for Workers' Compensation leave and any applicable benefits for that particular injury or illness.

The City maintains its right to require that an employee receiving workers' compensation benefits see a City-designated physician on a periodic basis to determine the employee's disability status. When an employee is given a permanent disability rating by the Disability Rating Bureau of Workers' Compensation Appeals Board of the State of California, the employee may return to work provided that he or she can perform his or her assigned duties safely without endangering his or her health or safety, or that of others.

The City also maintains its right to require an employee to return to work on a limited or modified duty status, provided that he or she has received written authorization, including stated restrictions, from the City-designated physician as well as from the Risk Management and the Department Head. Such modified duty must be of a temporary nature, usually limited to 90 days.

The City should communicate in writing with the employee's authorized physician to obtain the modified duty authorization. It should provide the doctor with a description of the employee's regular duties as well as a description of all proposed modified duty to be assigned and provide a copy of that correspondence to the employee. The treating physician should provide to the City and the employee a written modified duty

MV00105049

authorization, including specific limitations and restrictions, as well as assignments the doctor authorizes the employee to perform.
An employee who declines a modified duty position, which meets the treating physician's requirements, may be subject to disciplinary action, up to and including termination. If an employee is medically stationary, but has not been released to his or her regular budgeted position and is one for whom a reasonable accommodation cannot be made, then that employee is subject to medical layoff **or medical retirement.**

Additional information concerning Workers' Compensation Leave or benefits may be obtained by contacting ~~the~~ Risk Management and by referring to Risk Management Policy 6.19, Modified Duty/Return to Work Policy.

7.65 VOTING LEAVE

In accordance with State law, the City of Moreno Valley encourages all employees to vote in local, state, and national elections. Employees are encouraged to vote outside of normal working hours. Under special circumstances, an employee who does not have ample time to vote outside of normal working hours may make arrangements with his or her supervisor to take up to two hours with pay in order to vote.

MV00105050

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES

8.05 GENERAL STATEMENT OF POLICY

It is the City's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct is recognized.

The City's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record.

8.10 CUSTOMER SERVICE POLICY

Moreno Valley residents depend on each City employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how employees are to implement the customer service philosophy of the City:

A. Employees shall keep themselves informed in order to perform their jobs effectively.

B. Employees shall be concerned about the welfare of others.

C. Employees shall be considerate, tolerant, patient and fair with others.

D. Employees shall be cheerful and as positive as possible.

E. Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results.

8.15 UNLAWFUL DISCRIMINATION

Any employee who harasses or unlawfully discriminates against any other person on the basis of the other person's religion, age, sex, marital status, race, color, national origin, ancestry, medical condition, pregnancy, political affiliation, mental/physical disability, or sexual orientation, including gender identity; or denies family and medical leave (FMLA), or pregnancy disability leave; or as retaliation against an employee for filing a harassment and/or discrimination compliant, shall be subject to discipline in accordance with these Rules.

8.20 STANDARDS OF CONDUCT

Employees are encouraged to excel in their work. City employees are prohibited from engaging in any conduct which could reflect unfavorably upon the City. The following standards are intended to govern the actions of all City employees during their course of employment. Employees who violate these standards shall be subject to appropriate disciplinary actions.

MV00105051

A. Employees shall abide by and carry out the ordinances, resolutions, policies, procedures, and the rules & regulations of the City of Moreno Valley.
B. Employees shall always conduct themselves in a manner which reflects credit to the City and creates positive morale among City employees.
C. Employees shall operate all equipment safely and utilize safe means of carrying out their duties.
D. Employees shall follow instructions for all equipment and property.
E. Supervisors shall manage in an effective, considerate and fair manner.
F. Subordinates shall follow instructions in a positive, cooperative manner.
G. Employees shall provide service with courtesy and a smile and avoid arguments with the public and other employees. If citizens become difficult, they should be referred to a supervisor.
H. Employees shall avoid interpersonal conflict with others as it may affect productivity or the City's image. It is not necessary for everyone to like everyone else, but it is necessary to treat everyone respectfully, professionally, and courteously.
I. Employees shall dress appropriately. Although dress will vary with the type of work done, neatness, cleanliness, and a professional image are essential. Uniforms must be kept in good condition and worn while on duty, if required. All field personnel who are supplied uniforms will wear their complete uniform at all times while on the job. Exceptions may be granted on a case-by-case basis by the immediate supervisor.
Political buttons, or other attire that do not promote a professional image or may not provide adequate protection from work-related injuries shall not be worn while on duty.
J. The use or possession of alcoholic beverage, illegal drugs, or controlled substances while on paid duty time, or working while under the influence thereof, will not be tolerated. Violation will result in disciplinary action, as outlined in Section 8.35 of these Rules. See Section 1.75 and 1.80 of the Rules.
K. Employees should behave in their personal lives in such a manner as not to reflect discredit upon the City.

8.25 OBJECTIVE OF DISCIPLINARY GUIDELINES

The disciplinary guidelines outlined in Section 8 are intended to be standards for applying discipline on the job. The offenses listed are not intended as comprehensive coverage of the subject. The disciplinary actions listed are standards and guidelines. Individual circumstances may justify a supervisor, together with the Department Head and the Human Resources Director, administering more or less severe forms of

MV00105052

disciplinary actions than those listed in these guidelines. The disciplinary authority must use reasonable judgment and proper documentation in each individual instance.
All disciplinary actions should be consistently enforced. “Consistently enforced” does not mean that a supervisor must assign the same penalty in each case, but rather, that the supervisor take some form of disciplinary action for each infraction. The supervisor must also be able to justify the level of discipline imposed in a particular case by objective criteria.
Any variations to these procedures will be reviewed by the Human Resources Director and approved in writing by the City Manager.

8.30 MAJOR AND MINOR OFFENSES

There are two classes of disciplinary actions – major and minor.
A. Major: Misconduct that directly affects the safety or health of other employees or customers or misconduct that directly affects the success or survival of the organization.
B. Minor: Misconduct that interferes with the smooth, orderly, planned, and systematic progression of work.

8.35 LEVELS OF OFFENSES

There are four levels of offenses listed. A documented pattern which shows a history of recent disciplinary problems can result in cumulative or more severe disciplinary actions, including disciplinary suspension, reduction in pay, demotion, or dismissal. Moderating circumstances which may result in less severe disciplinary action include an employee’s positive work record, outstanding accomplishments, length of service, and extenuating circumstances of the violation.
A. Engaging in any of the following conduct will most likely result in dismissal:
1. Theft, embezzlement, or fraud.
2. Falsification, unauthorized removal, or alteration of official City records or employment applications.
3. Possession of, use of, or working while under the influence of alcoholic beverages or other controlled substances during City working hours, while on City property, while operating City vehicles, or while subject to duty (i.e. stand-by).
4. Assault, battery, or fighting an individual while on duty or under the guise of office.
5. Illegal possession or brandishing of weapons or firearms on City premises or property, while on duty or under the guise of office.
6. Acceptance of bribes or extortion.

MV00105053

7. Conviction of a felony or any crime involving moral turpitude.
8. Commission of an act involving moral turpitude, whether or not a conviction is obtained.
9. Harassment (as defined in Section 1.90 of these Rules) or unlawful discrimination against employees or others based upon race, color, age, marital status, pregnancy, sex, national origin, ancestry, ethnicity, religion, medical condition, mental or physical disability, or sexual orientation, including gender identity; or retaliation against an employee for filing a harassment and/or discrimination complaint; or denial of family and medical care leave or pregnancy disability leave.
10. Intentionally damaging property of value.
11. Job abandonment of three (3) consecutive work days with no notification or approved absence.
12. Material false statement or omission on the employment application.
13. Driving on City business with a suspended or revoked driver's license.
14. Continuing unsatisfactory job performance.
15. Felony eavesdropping or electronic recording of confidential communication without consent of all parties to such communication.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above mentioned disciplinary action.

B. Engaging in any of the following conduct will most likely result in disciplinary suspension without pay for five (5) to thirty (30) days, reduction in pay or dismissal depending upon the circumstances, accumulation, or pattern of offenses. Other recently documented violations along with this incident, or the repeating of such offenses will result in dismissal.

1. Intentionally misusing or abusing City property or property of another.
2. Disregard for major safety rules.
3. Insubordination by refusing a supervisor's legitimate order.
4. Unlawfully restricting work efficiency and production.
5. Attempting to provoke a fight on City premises, threatening or deliberately intimidating others through threat of physical force.
6. Unauthorized release of information, which has been validly classified as confidential.
7. Intentional mistakes or gross negligence causing damage.

MV00105054

8. Use of authority for personal gain.
9. Dishonesty, including falsifying time cards or other reports.
10. Driving on City business with an expired license.
This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above-mentioned disciplinary action.
C. Engaging in any of the following conduct will most likely result in a written reprimand on the first offense, a disciplinary suspension of one (1) to five (5) working days, reduction in pay, or demotion on the second offense, and possible dismissal on the third. Other recently documented violations in conjunction with this violation will result in more severe disciplinary action.
1. Unauthorized operation of tools, machinery or equipment.
2. Gambling on City property.
3. Disregard of minor safety rules including failure to report an injury or accident.
4. Abuse of authority.
5. Carelessness or inefficiency in completing assignments.
6. Unauthorized sleeping or unaccounted whereabouts while on duty.
7. Traffic violations, including preventable accidents, in City vehicles or while on City business.
8. Political activity which violates pertinent provisions of state or local law.
9. Unauthorized absences or excessive leave without pay.
10. Abusive language that is personally or professional insulting or derogatory, directed at a person or persons with normal sensibilities, in their presence.
11. Failure to notify the employee's supervisor of the loss of a required certificate or license, including driver's license.
12. Statements or allegations which are malicious, vexatious, or not made in good faith and designed to discredit another individual or agency.
13. Garnishment on two or more different debts within any one-year period.
This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

MV00105055

D. Engaging in any of the following conduct will most likely result in either an informal discussion or formal warning on the first offense and a written reprimand on the second offense. Further incidents will result in more serious disciplinary action, including possible disciplinary suspension, reduction in pay, demotion or dismissal. Other recently documented violations in conjunction with this violation will also result in more severe disciplinary action.

1. Creating or contributing to unsanitary conditions.
2. Violation of smoking policy.
3. Unauthorized soliciting of contributions.
4. Distributing unauthorized printed matter on City time.
5. Failure to meet production or performance standards.
6. Engaging in behavior which prevents or hampers job performance.
7. Tardiness in reporting to work or leaving work early without supervisor approval.
8. Abuse of Annual Leave.
9. Abuse of breaks or lunch time.
10. Inability or unwillingness to work harmoniously with other employees.
11. Failure to contact supervisor when late or absent.
12. Failure to report change of vital information.
13. Failure to observe reasonable standards of personal appearance.
14. Failure to follow specified job instructions.
15. Minor safety violations, including housekeeping rule violations.
16. Frequent personal phone calls.
17. Frequent violations of established departmental rules and procedures.
18. Reading non-related material during work time when not authorized.
19. Misrepresentation of facts which does, or may lead to, a disruption of City business.
20. Posting or distributing materials or telling jokes, which are offensive to a person or persons with normal sensibilities.

This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

MV00105056

SECTION 9: DISCIPLINARY ACTIONS

9.05 DEFINITION OF DISCIPLINARY ACTION

"Disciplinary Action" means action taken by the Department Head or designee for disciplinary reasons, pursuant to these Rules, and consistent with the philosophy of progressive discipline where appropriate. Such disciplinary actions include (1) a formal warning, (2) a written reprimand, (3) disciplinary suspension, (4) reduction in pay, (5) demotion, (6) dismissal, or (7) any other action taken for disciplinary purposes.

9.10 INFORMAL DISCUSSION

Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures or rules and regulations so that problems are resolved early and thus, the need to utilize disciplinary action may be avoided.

9.15 FORMAL WARNING

The formal warning shall be given in response to minor misconduct. The warning should be prompt, calm, and constructive, and every effort shall be made for the formal warning to be given in private. The supervisor should include in the formal warning a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior.

9.20 WRITTEN REPRIMAND

The written reprimand shall be given by the Department Head or designated authority when a formal warning has not succeeded in stopping the misconduct or when the misconduct is considered too serious to warrant a formal warning. Misconduct includes failure to meet City performance standards. The Department Head should first counsel the employee about the misconduct, as if giving a formal warning. At the end of the discussion, if no extenuating circumstances are discovered, the Department Head shall inform the employee that a letter of reprimand shall follow and shall be placed in his or her central personnel file located in the Human Resources Department. The written reprimand should include a full, accurate and factual statement of the reason for the reprimand including the date and time of the event which is the cause of the reprimand, if applicable, appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior.

9.25 DISCIPLINARY SUSPENSION

Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to thirty (30) working days and are usually given when serious misconduct or repetition of past problems for which the employee has been reprimanded require a strong management response. The nature of the offense, its severity and the circumstances dictate the length of suspension. Recurrence of the same or similar offenses can result in a second or third disciplinary suspension of progressively increased duration or in a dismissal. A disciplinary suspension is given an employee

MV00105057

when formal warnings or written reprimands have not been effective, or when the misconduct warrants more than a written reprimand.
Employees who are categorized as exempt under the Fair Labor Standards Act may only be suspended without pay for infractions of safety rules of major significance such as rules relating to the prevention of serious danger in the workplace or to other employees. Exempt employees may also be subject to disciplinary suspensions of one or more full days without pay for infraction of workplace conduct rules applicable to all City employees.
The City distinguishes between minor disciplinary suspension as one (1) to five (5) working days and major disciplinary suspensions as six (6) to thirty (30) working days. Minor suspensions can be used as steps in progressive discipline. Major suspensions are used as a more severe step in progressive discipline or where the act of misconduct does not warrant dismissal.
Department Heads shall institute disciplinary suspensions only after receiving approval from the Human Resources Director.
9.30 REDUCTION IN PAY
The reduction of an employee's base pay is the action given when a disciplinary suspension has not been effective, or when the misconduct is too serious for disciplinary suspension alone.
Department Heads shall institute a reduction in an employee's base pay only after receiving approval from the Human Resources Director.
9.35 DEMOTION
The Department Head may demote an employee for disciplinary reasons or because the employee's ability to perform the required duties falls below standards for that position, provided that the employee has been given a reasonable time to improve. Upon request of the employee, and with the consent of the appointing authority, demotion may be made to a vacant position. No employee shall be demoted to a position unless he or she possesses the minimum qualifications for such a position.
Department Heads shall institute a demotion only after Human Resources Director approval.
9.40 LAST CHANCE EMPLOYMENT AGREEMENT
When the City, the bargaining unit representative (only when requested by employee to be involved) and the affected employee all agree that the affected employee should be given one last chance before administering dismissal, a Last Chance Employment Agreement may be administered and signed by all parties. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations — usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.
9.4~~0~~5 DISMISSAL
Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures have failed and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. A career employee may be dismissed by the Department Head for just cause as outlined in these Rules.
Department Heads shall institute a dismissal only after Human Resources Director approval.

9.**50**~~45~~ RESIGNATION – AN ALTERNATIVE TO DISCIPLINARY ACTION

At times, an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal. A resignation must be completely voluntary.

9.5**5**~~0~~ DOCUMENTATION OF DISCIPLINARY ACTION

All disciplinary actions should be fully documented and placed in the employee's personnel file.

A formal warning should be documented on a form prescribed by the Human Resources Director. The employee shall receive a copy of the documented formal warning, and a copy shall be placed in the employee's personnel file in the Human Resources Department. If the employee chooses to respond, that reply will also be placed in the employee's personnel file, and be attached to the supervisor's record of formal warning. If the action taken is a disciplinary probation, a disciplinary suspension, a reduction in pay, a demotion, or a dismissal, documentation shall be in accordance with Section 10.20(1). A copy of all such disciplinary documents shall be placed in the employee's central personnel file located in the Human Resources Department. The employee shall sign and receive a copy of such disciplinary documents. If the employee refuses to sign the statement, that fact should be noted in writing by the supervisor.

9.**60**~~55~~ EMPLOYEE REPRESENTATION

A represented employee is entitled to the presence of an Association representative during an investigative interview conducted by the manager whenever the employee reasonably believes that the interview might lead to or result in disciplinary action affecting any property right (i.e., suspension, pay reduction, demotion, or dismissal). The employee must request the representation. The manager is not obligated to inform the employee of the right to representation. The employee does not have a right to representation at every, or any, contact with a supervisor.

The employee does have the right to a specific representative. When the representative is a non-employee agent, the manager is not required to wait to hold the interview at a time the consultant would be available beyond 24 work hours. The employee and representative must be allowed a reasonable period of time to confer in advance of the interview.

MV00105059

SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS

10.05 ACTIONS THAT ARE NOT APPEALABLE

Denial of merit or pay increases, performance evaluations (except as provided in Section 5.10), informal discussions, oral counselings, formal warnings, and written reprimands cannot be appealed.

10.10 DISCIPLINARY ACTION SUBJECT TO SKELLY PROCEDURE

Prior to a disciplinary suspension, a reduction in pay, a demotion, or a dismissal of a career employee for disciplinary purposes, the procedure set forth in this Section shall be complied with.

Disciplinary suspensions of less than five (5) days may be immediately implemented so long as the "Skelly" procedure is then promptly followed. (Section 10.20).

10.15 ADMINISTRATIVE SUSPENSIONS WITH PAY

Pending investigation of an accusation against an employee, the City Manager may approve the temporary suspension of an employee with pay, pending the undertaking or completion of an investigation or opportunity to respond as may be required to determine if any disciplinary action shall be taken.

10.20 SKELLY PROCEDURE/DUE PROCESS

A. Written Notice: The Department Head or designated authority shall give the employee a written notice of the proposed disciplinary action at least ten (10) working days prior to the effective date. The written notice shall be personally delivered to the employee or sent by certified mail to the employee's last known address.

The notice should include the following information:

1. A description of the proposed action to be taken and its proposed effective date or dates;
2. The specific grounds and particular facts upon which the action is proposed to be taken;
3. The employee's right to receive a copy of the written materials alleged to support the proposed action; and
4. A statement advising the employee of the right to respond, orally or in writing, and the time period in which to do so.

B. Employee Review and Response: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based. Within ten (10) working days after receipt of the written notice, the employee shall have the right to respond to the Department Head, orally or in writing, concerning the proposed action. Failure to respond within the time

MV00105060

specified may result in the employee's waiver of his or her pre-disciplinary procedural rights. By mutual agreement, the specified time period may be extended. Appeal shall be addressed to the Department Head regardless of which supervisor may have issued the Skelly Letter.

C. Department Head Decision: The Department Head or designated authority shall, within ten (10) working days, provide a written decision to the employee after reviewing the employee's response, if any. The decision shall be personally delivered to the employee or sent by certified mail to the employee's last known address. The decision shall acknowledge the employee's response and shall be dated and signed by the Department Head. If disciplinary action is to be taken, the written response shall include a statement informing the employee of the right to appeal and the time period within which the appeal must be made.

If mutually agreed upon, the effective date of any proposed disciplinary action may be postponed to allow the Department Head enough time to adequately review the employee's response before making a decision.

10.25 APPEAL OF DEPARTMENT HEAD'S DECISION

A career employee may appeal a Department Head's decision within ten (10) working days of receiving the decision. An appeal shall be accompanied by a copy of the written notice of disciplinary action served on the employee, the Department head's written decision, a brief statement of the facts and reasons for the appeal and a brief statement of the relief requested.

If, within the ten (10) day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Department Head or designated authority shall be conclusive. If an employee withdraws the appeal, the employee waives the right to further review. Upon approval of the City Manager, the Human Resources Director may designate any other non-involved Department Head to act on his or her behalf on such matters. Appeals filed within the ten (10) day requirement shall be handled in accordance with the following provisions:

A. Minor Disciplinary Suspension, Reduction in Pay, and Demotion: An employee may appeal a disciplinary suspension of 5 days or less, or a reduction in pay of 5% or less annualized by submitting a written response to the Human Resources Director within ten (10) working days after the employee has received the Department Head's decision. Such an appeal and decision of the matter is based only upon the written record.

The Human Resources Director shall render a written decision within ten (10) working days after receipt of the appeal. The Human Resources Director may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Human Resource Director's written decision is the final and conclusive administrative review.

B. Major Disciplinary Suspension, Reduction in Pay, and Demotion: Disciplinary suspensions of greater than 5 days, reductions in pay greater than 5% annualized, or any demotions from class to class may be appealed to the City Manager. The City Manager may designate a non-involved Department Head or

MV00105061

the Human Resources Director to hear the appeal and act on his behalf on such matters.

The City Manager or designee shall act as Hearing Officer and determine the hearing procedure. The hearing need not be conducted according to technical rules relating to evidence and witnesses. However, the City Manager shall ensure that the matter before him or her can be fairly determined on reliable evidence. The Hearing shall be conducted in accordance with Section 11.30.

The City Manager or designee shall render a written record of his or her findings, conclusion and decision as soon after the conclusion of the hearing as possible and in no event later than twenty (20) working days after conducting the hearing, unless the parties otherwise agree. The City Manager may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The City Manager's decision on the appeal is final and conclusive administrative review.

C. Dismissal: An employee wishing to appeal a dismissal must submit a request for a hearing officer to the Human Resources Director within ten (10) working days from receipt of the Department Head's decision. An Appeals Hearing on the appeal shall be conducted in accordance with Section 11. Upon mutual agreement of the employee and the City Manager, the employee may waive the right to the Appeals Hearing and present the appeal directly to the City Manager.

If the employee chooses to appeal the Department Head's decision directly to the Human Resources Director, the employee forfeits the right to appeal to a Hearing Officer.

At any hearing before the Human Resources Director, City Manager or a Hearing Officer, subpoenas may be issued in accordance with the Government Code.

10.30 AMENDED NOTICE OF DISCIPLINARY ACTION

At any time before an appeal is submitted for decision, the Department Head or designated authority may, with the consent of the Human Resources Director, amend the disciplinary action or provide a supplemental notice of disciplinary action.

A decision not to impose any disciplinary action should be accompanied by a directive from the Department Head to delete all references to the pending action from the employee's personnel file(s). Failure by the Department to make further investigations or to provide an additional written answer shall not affect the ability of the City to impose disciplinary action.

If the amended or supplemental notice of disciplinary action presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a response in accordance with Section 10.20, but the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made verbally or in writing during the appeal interview.

MV00105062

SECTION 11: APPEALS HEARING PROCESS

11.05 SELECTION OF A HEARING OFFICER

Within ten (10) working days from receipt of the written request for an appeals hearing pursuant to Section 10.25, the employee or designated representative and management representative shall select a Hearing Officer from a designated list. A paid outside Hearing Officer is only allowed in cases involving dismissal. The Hearing Officer shall be selected by mutual agreement or by the alternate striking of names from a predetermined or standing list of Hearing Officers. The party to strike the first name shall be determined by chance. Only Hearing Officers who do not require transcription services, other than only an electronically recorded record, are to be used unless both parties agree otherwise.

The list shall contain at least seven (7) names and not more than twelve (12) names of persons qualified and willing to serve as a Hearing Officer. Employees, employee representatives and management representatives shall submit nominees for the list of Hearing Officers. If the total number of nominees is greater than the maximum number allowed on the list, the list shall be narrowed to the maximum number by consultation between management and employee representatives utilizing the strike out process. If a person withdraws his or her name from a list bringing the number of names below the designated minimum number, a name shall be added to the list. The list shall be revised at least every three (3) years.

11.10 SCHEDULING THE HEARING

Both parties shall endeavor to schedule the hearing as soon as possible. It is recognized that the schedule of the Hearing Officer, who is mutually selected, is dependent upon his/her already established schedule and availability. The City and the bargaining unit will jointly endeavor to identify the Hearing Officer within ten (10) working days of the employee's written request for one. All affected parties shall be notified in writing of the date, time and place of the hearing at least five (5) working days prior to the hearing. The Hearing Officer, prior to or during the hearing, may grant a continuance for any reason he or she believes to be important to its reaching a fair and proper decision.

All hearings shall be closed unless the employee requests an open hearing. No still photographs, moving pictures, or television pictures shall be taken in the hearing room during a hearing.

11.15 HEARING REPRESENTATION

Each party shall have the right to represent themselves, to be represented by legal counsel, or to be represented by any other person of his or her choice, except that no supervisor or Department Head shall be represented in appeal matters by an employee whom he or she may supervise, and no employee shall be represented in appeal matters by a supervisor or Department Head.

MV00105063

11.20 RECORDATION OF HEARING

All appeal hearings shall be recorded. The Human Resources Director shall arrange for the production of any relevant City record.

11.25 HEARING EXPENSES

All expenses for a Hearing Officer, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of the hearing room will be borne equally by the City and the employee. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits to give testimony at the hearing.

Prior to the hearing, the Hearing Officer shall draw up a contract and each party shall sign the contract agreeing to these payment conditions and any payment terms. A copy of the contract shall be given to the employee and another shall be given to the Human Resources Director. The Hearing Officer shall retain the original contract.

11.30 HEARING PROCEDURE

The Hearing Officer shall give all interested parties a reasonable opportunity to be heard on relevant issues. The hearing procedure shall be determined by the Hearing Officer. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer shall observe the intent of such rules to the end that the matter before him or her can be fairly determined on reliable evidence. All interested parties shall have the following rights:

A. To call and examine witnesses;
B. To introduce exhibits;
C. To cross-examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;
D. To impeach any witness regardless of which party first called him or her to testify;
E. To rebut the evidence against them; and
F. To present oral and written arguments.

11.35 HEARING OFFICER'S RECOMMENDATION

The Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his or her findings on the preponderance of evidence. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but if objected to, shall not be sufficient in itself to support a finding. The Hearing Officer shall submit a written record of his or her findings, conclusion and recommendation to the City Manager as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting

MV00105064

the hearing, unless the parties agree otherwise. The Hearing Officer may recommend sustaining, rejecting, or lessening the disciplinary action invoked against the employee.

11.40 CITY MANAGER'S DECISION

Upon review of the hearing record, the City Manager shall have the right to accept, modify or reject the Hearing Officer's recommendation. If the City Manager decides not to review this matter, the decision of the Hearing Officer on the appeal shall be the final administrative action. Within ten (10) working days, the City Manager should deliver a copy of his or her written decision to the employee. The decision of the City Manager shall be the final administrative action.

MV00105065

SECTION 12: GRIEVANCES

12.05 MATTERS SUBJECT TO GRIEVANCE PROCEDURES

A “grievance” is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact situation or transaction, other than discipline, that result in an alleged inequity or damage to the employee. The solution of any such grievance is wholly or partially within the province of the City to rectify and will involve the interpretation or application of existing ordinances, rules, regulations, or policies administered by the employee’s Department Head or designated authority concerning wages, hours, other terms and conditions of employment.

12.10 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES

The following matters are not subject to the grievance procedure:

A. Employee discipline.
B. Oral or written warnings, reprimands, or counselings.
C. Employee performance evaluations.
D. Management of the City generally and issues of City or Department policy.
E. Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or workforce.
F. Determination of the nature, manner, means, technology, and extent of services to be provided to the public.
G. Methods of financing.
H. Types of equipment or technology to be used.
I. Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.
J. Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.
K. Work assignments and schedules in accordance with requirement as determined by the City.
L. Establishment, implementation, and modification of productivity and performance programs and standards.
M. Reductions in force or layoffs for lack of work or other non-disciplinary reasons.
N. Establishment and approved modifications of job classifications.

MV00105066

O. Determination of standards, policies and procedures for selection, training, and promotion of employees.
P. Establishment, implementation, and modification of Departmental organizations, supervisory assignments, chains of command, and reporting responsibilities.
Q. Levels of compensation, pay, and benefits based upon budgetary and fiscal considerations.

12.15 FREEDOM FROM REPRISAL

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for filing a grievance petition.

12.20 CONSOLIDATION

Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

12.25 RESOLUTION

Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive.

12.30 WITHDRAWAL

Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

12.35 RESUBMISSION

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

12.40 EMPLOYEE REPRESENTATION

If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Head shall be represented by an employee whom he or she may supervise, and no employee shall be represented by a supervisor or Department Head. The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

12.45 MISCELLANEOUS

If an employee is given a legitimate order that he or she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others or if the requested assignment violates the employee's constitutional rights.

MV00105067

12.50 INFORMAL GRIEVANCE PROCEDURE

Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist. If the employee is not satisfied with the decision reached through the informal discussion or if extenuating circumstances exist, the employee shall have the right to file a formal grievance in accordance with Section 12.55.

12.55 FORMAL GRIEVANCE PROCEDURE

Step I

If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance to the Department Head within ten (10) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived.

All grievances shall be submitted on the form prescribed by the Human Resources Director and no grievance petition shall be accepted until the form is complete. The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation, or policy allegedly violated, and the specific remedies sought.

The Department Head should render a written decision within ten (10) working days after receipt of the written grievance.

Step II

If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Human Resources Director within ten (10) working days after the Department Head's decision is received by the employee.

The Human Resources Director should render a written decision within ten (10) working days of receipt of the written grievance.

Step III

If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) working days after Human Resources Director's decision is received by the employee.

The City Manager may accept or reject the decision of the Human Resources Director, and should render a written decision within ten (10) working days after receipt of the written grievance. The decision of the City Manager shall be final and conclusive.

If mutually agreeable, a meeting may be conducted involving all affected parties at any step in the grievance procedure prior to the rendering of a decision.

MV00105068

GRIEVANCE PROCEDURES
STEP CONTACT FILE DECISION
Informal Supervisor N/A Immediate
Step I Formal Department Head
(from incident)
10 working days
from filing
10 working days
Step II Formal Human Resources
Director
10 working days
from Step I
10 working days
from filing decision
Step III Formal City Manager 10 working days
from Step II
10 working days
from filing decision
The City Manager may delegate non-involved Department Heads to act on behalf of the City Manager to render an appeals judgment in these processes. The findings and recommendations they render will be advisory to the City Manager whose ultimate decision will be final.
12.60 TIME LIMITS
Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing. Any grievance petition not carried to the next step by the grievant within the prescribed time limits shall be deemed resolved upon the basis of the previous disposition.

MV00105069

SECTION 13: EMPLOYEE RECORDS AND FILES

13.05 PERSONNEL FILES

A. Central Personnel Files: The Human Resources Department shall maintain a central personnel file for each City employee indicating the employee's name, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents and such other information as may be considered pertinent by the Human Resources Director. Copies of documents concerning disciplinary actions taken by the supervisor or Department Head must be placed in the employee's central Personnel file. There will be no disclosures of this information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee.

Personnel files shall be kept in locked, fireproof files located in the Human Resources Department.

B. Payroll Files: The Finance Department shall maintain a file for each City employee showing the name, title of position, the department assigned, salary, changes in employment status, W-4 forms, payroll deductions and such other information as may be considered pertinent by the Financial and Administrative Services Director. There will be no disclosures of this information to third parties except as authorized by State and Federal law, or as duly authorized in writing by the employee to third parties.

Nothing herein shall prohibit the City from keeping or placing documents in an observation file for the purpose of investigating alleged criminal conduct. For the purposes of this Section, an observation file shall not be considered a personnel file, and an employee or his or her designated representative shall not have access to observation files nor receive copies of documents placed in such files.

Unless required for a criminal investigation, an observation file on an employee shall remain open for a maximum of six (6) months. If disciplinary action by the City is warranted or if the employee is found guilty of criminal activity, documents in the observation file shall be placed in the employee's personnel file(s).

13.10 DOCUMENTS IN PERSONNEL FILES

Upon request of the employee, an employee may place documents in his or her respective personnel file that commends his or her job performance with the City or demonstrations educational attainment.

Disciplinary documents shall be placed in personnel files in accordance with Section 9.50. An employee shall be provided a copy of any documents placed in his or her personnel file(s), and may review his or her file on request.

If no further conduct requiring disciplinary action occurs, and at the employee's written request, documents concerning minor disciplinary actions shall be removed from an employee's personnel file after one (1) year or upon their incorporation in a performance evaluation, whichever occurs first. If no further conduct requiring disciplinary action

MV00105070

occurs and at the employee's written request, documents concerning major disciplinary actions shall be removed from an employee's personnel file after three (3) years, provided that such documents may be retained thereafter if they establish a pattern of conduct extending past the three (3) year period. With good cause, a department may grant an employee's request to remove the document from the employee's personnel file(s) sooner than the indicated time frames, with the concurrence of the Human Resources Director.

13.15 ACCESS TO FILES

No person other than the City Manager, Assistant City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's hiring Department Head, immediate supervisor, current Department Head, current Division Head, or their designated representatives shall have access to an employee's central or department personnel file. The Department Head must approve in writing anyone below him/her before that authorized person may review a subordinate's central personnel file. No person other than the ~~Finance~~ **Financial and Administrative Services** Director, payroll division staff, City Manager, City Attorney, or Human Resources Department staff shall have access to an employee's payroll file. Upon appointment, an employee or a person designated in writing by the employee for such purpose may inspect the contents of his or her respective personnel file(s). Upon paying the reasonable cost associated therewith, except as provided in Section 13.10, an employee or his or her designated representative may obtain copies of any documents contained in the employee's personnel file(s).

The City Council Members shall have access to the personnel files of the City Manager, City Attorney and City Clerk.

The employee may file a grievance regarding the contents of his or her personnel file(s) in accordance with the Grievance Procedure regulations outlined in Section 12.

13.20 DISCLOSURE OF INFORMATION

No direct information contained in the personnel files shall be disclosed concerning any current or former City employee other than the employee's job title, inclusive dates of employment, work location, salary, work phone number, departmental assignment, and the nature of separation, resignation, or termination, to any person other than the City Manager, Assistant City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's Department Head, Division Manager or their designated representatives. An employee or former employee may authorize access to or the disclosure of information from their file only when written permission is provided to the Human Resources Department.

Nothing herein shall preclude nor specifically deny the use of any information in personnel files in any phase of a disciplinary or probationary action.

13.25 CHANGES-IN-STATUS

It is the employee's responsibility to notify the Human Resources Department of any changes in his or her address, phone number, marital status, dependent status, name change, training certificates, or other pertinent information.

MV00105071

13.30 APPLICATION RETENTION

Applications submitted by candidates for City employment become the property of the City and must be retained for at least three (3) years.

13.35 DESTRUCTION OF PERSONNEL RECORDS

Personnel records, including employment applications, shall be destroyed only in accordance with the provisions of the City's system for the destruction of public records and then in accordance with other applicable law.

MV00105072

SECTION 14: EMPLOYEE BENEFIT POLICIES

Benefits for City employees shall be provided as outlined in the City's Benefit Plan. Further information on these benefits may be obtained by contacting the Human Resources Department.

The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

14.05 BENEFIT BANK

The City has adopted a "flexible or cafeteria" plan that will cover certain City benefits (i.e., medical, dental, vision care, etc.). Employees, other than those listed below, are not eligible for benefit bank benefits. City employees shall receive a negotiated amount of money as approved by City Council, and consistent with the current MOU, on a yearly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods unless there is a qualifying event. Qualifying events may include, but are not limited to emergency hardships, changes in employment, or changes in family status such as, births, deaths, adoptions, marriages, or divorce, **to the extent permitted by the provisions of the benefit plans carriers**

A. Career Full-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

B. Career Part-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

C. As part of the cafeteria plan, all full-time employees, except City Council members, must purchase group medical insurance coverage for themselves, or provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the City Council deems it in the City's best interest, the City, at its option, may require all employees to purchase the City's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:

1. Medical Insurance: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him or-herself or insure any dependents. Eligible employees may choose from a variety of health care providers as offered by the City. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the City and chosen by the employee. Those who choose to use other kinds of medical coverage must report any change in that coverage within ~~two (2) weeks of any change of active status~~ **sixty (60) days as defined by CalPERS.** Failure to do so will result in immediate enrollment in a City offered medical plan.

MV00105073

2. Dental Insurance: Employees may purchase dental insurance for themselves and any dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.
3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.
4. Supplemental Insurance: Employees may purchase supplemental insurances for themselves or their dependents.
5. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care reimbursement coverage through a flexible spending account. Documentation of payments with tax identification number of the provider must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.
6. Medical Expense Reimbursement: Employees may purchase medical expense reimbursement through a Flexible Spending Account. Documentation of expenses and payments must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.
7. Annual Leave Buy: Employees with unspent bank dollars may purchase up to two weeks of Annual Leave hours per year. This option is available only at open enrollment. Annual Leave hours bought must be used within the benefit year purchased. Unused Annual Leave which has been purchased will be returned to the benefit bank for cash out to the employee.
8. Cash Out Option: Employees who would have unspent bank dollars for the calendar year will receive the leftover balance as a taxable cash payment. Council members are not eligible by State law for any cash-out option of unspent bank dollars. Annual Leave hours must be requested in writing during open enrollment each year.
9. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount will be subject to Federal and State withholding taxes.
D. Temporary Employees are not normally entitled to the benefits of the City's cafeteria plan.

14.10 MANAGEMENT PACKAGE

Certain categories of employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received during the year. This amount will be disbursed on a 24-pay period basis. These employee categories and percentages are as follows:
A. Executive Management Employees shall receive six (6%) percent of their gross annual salary.

MV00105074

B. Division Management Employees shall receive four (4%) percent of their gross annual salary.
C. Professional/Administrative/Management Employees shall receive two (2%) percent of their gross annual salary.
This management package percentage amount may be expended in any of the flexible benefit plan options previously discussed. Other benefit options will be made available as they are approved by the City Council in accordance with applicable IRS guidelines.
14.12 AUTO ALLOWANCE:
The City provides taxable auto allowance benefits as follows:
A. Executive Management Employees shall receive a monthly auto allowance, as budgeted.
B. Division Management Employees shall receive a monthly auto allowance, as budgeted.
As outlined in the City's Vehicle Policy, certain employees may be assigned a City vehicle on a long-term basis, in lieu of the monthly auto allowance. Employees who utilize personal vehicles for City business, but do not receive an auto allowance, shall be reimbursed at the Federal mileage reimbursement rate.
If any of the above employees are assigned a City vehicle, no auto allowance will be provided.
14.15 POST RETIREMENT MEDICAL BENEFITS
A. Annuity Programs: Effective January 1, 2001, the City of Moreno Valley shall contribute a monthly amount to each exempt full-time career employee for an annuity program for 20 years or until termination or retirement, for the purpose of funding retiree medical premiums. New hire probationary employees shall not be eligible to receive the monthly contribution until the successful completion of their probationary period. The effective date of their first contribution will commence the next full month after they have passed probation.
Effective January 1, 2002, after two full years of employment, the monthly contribution to the annuity program shall increase per the negotiated language as approved by City Council. This shall go into effect the next month after their two year-anniversary date has passed.
Each bargaining unit has selected separate annuity programs.
1. Contributions for the MVCEA bargaining unit are being paid into ~~an insurance/annuity program chosen by the MVCEA~~ **the Benefit Bank.**
In the event MVCEA ceases to be the recognized representative of bargaining unit employees, the control and administration of this program shall transfer to management and the responsibility for same shall be the exclusive jurisdiction of management.

Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.
2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.
B. City Paid Retiree Medical Benefit: Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire **under the CalPERS retirement benefits system with a minimum of** ~~after at least~~ two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE	MAXIMUM EMPLOYER CONTRIBUTIONS
January 1, 2007	up to $168.73 per month
January 11, 2008	up to $243.73 per month
January 2, 2009	up to $318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan **for employees hired prior to July 1, 2009**. **Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009.** At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:
A. Career Full-time Employees **hired prior to July 1, 2009** receive fully-paid PERS retirement benefits. **Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**
B. Career Part-time Employees **hired prior to July 1, 2009** receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. **Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**
C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through

MV00105076

payroll deduction. Employees are eligible for participation in the PERS retirement plan after 1,000 hours worked in a fiscal year; however, they are responsible for the cost of their employee portion of PERS payment.
PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

D. Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

14.30 IRC SECTION 125 PLAN

The City has available to all full-time employees, an Internal Revenue Code (IRC) Section 125 account. The Health Reimbursement Option is not available until the employee has passed initial probation (normally at six months). An employee's unexpensed redirected Plan contributions from his/her salary account are forfeited and returned to the City at the end of the calendar year. See the Summary Plan Description for details.

14.35 IRC SECTION 457 PLAN

The City has available to all employees an Internal Revenue Code (IRC) Section 457 Account. Participation is voluntary for career employees. It is mandatory for temporary employees who are not yet eligible for, or enrolled in PERS.
Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from City employment.
An employee may defer a maximum amount consistent with the most recent guidelines supplied by the IRS. The employee may increase, decrease, stop and restart voluntary contributions at any time by contacting the Human Resources Department.
In accordance with IRS rules, an employee may not withdraw these assets unless there is a bona fide emergency which is unforeseeable, unbudgetable, severe, beyond the employee's control, and must represent a last resort. ~~A request for emergency withdrawal must be documented and supported in writing to the Human Resources Director.~~ **All financial hardship requests for withdraw of funds must be made directly to the 457 plan provider.**

14.36 IRC SECTION 401A PLAN

Certain management employees may voluntarily enter into a 401(a) Money Purchase Plan to provide additional retirement benefits. The employee contribution is a mandatory fixed amount for everyone within a management group, and is limited to the maximums allowed by law. ~~Open Enrollment is the only opportunity to join the plan~~. **Eligible employees wanting to enroll into the plan must do so within the first thirty (30) days after being hired, or during the annual open enrollment period.** Once enrolled, the participant must remain in the plan. Participant contributions are structured with pretax dollars. Earnings accrue tax deferred. Participants may contribute to both a deferred compensation and a money purchase plan. Accounts are individual and loans may be made from the account.

PAM-Confidential employees receive $750.10 per fiscal year ($28.85 per pay period) in a City sponsored 401 (a) Plan.

MV00105077

14.40 LIFE INSURANCE

The City provides term life insurance coverage for all City employees. Coverage becomes effective on the first day of the month which follows the first thirty (30) days of employment with the City. The premium is paid by the City. The amount of coverage is determined as follows:

A. Executive Management and Division Management Employees shall receive term life insurance at an amount, which is three (3) times their salary (rounded to the nearest thousand) not to exceed $300,000.

B. Professional/Administrative/Management Employees shall receive term life insurance at an amount, which is two (2) times their annual salary (rounded to the nearest thousand).

C. General Non-Exempt and Career Part-time Employees shall receive term life insurance at an amount, which is two (2) times, their annual salary (rounded to the nearest thousand) or $50,000.00, whichever is greater.

D. City Council Members shall receive $50,000 of term life insurance.

E~~D~~. The City's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574). It provides for a monthly allowance for the surviving spouse with two children $2280, spouse and one child $1900, and spouse alone $950. The City's retired member PERS lump sum death benefit paid to beneficiaries is $500.

14.45 DISABILITY INSURANCE

Disability Insurance is determined as follows:

A. City Disability Insurance:

The City provides short-term disability insurance to all Career employees who work a minimum of thirty (30) hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first twenty-four (24) months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists beyond twenty-four (24) months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue.

An eligible employee may receive sixty-six and two-thirds (66⅔ %) percent of his or her salary, up to a maximum monthly amount of ~~$11,000~~ **$14,000**. This income is subject to taxes because the premiums are paid for by the City. Any other income benefits an employee may receive as a result of employment shall be

MV00105078

subtracted from the monthly benefit payment. An eligible employee may continue to receive benefits up to the age of sixty-five (65). Between the ages of sixty-five (65) and seventy (70), benefits are awarded on a sliding scale. The remaining amount shall be taken from applicable leave accruals until they are exhausted and the person goes on leave without pay, see Section 7.40, Pregnancy Disability Leave and Section 7.50, Leave of Absence Without Pay. The City agrees to maintain a long term disability salary continuance program that pays the above described benefits for job-related disabilities when the employee is still on the City's payroll after a minimum 180 calendar day elimination period up to age 65. Workers' Compensation information can be found in Section 7.60 of the City of Moreno Valley's Personnel Rules.

B. Continuation of Accruals and Benefits

The City shall extend payment of the medical insurance contribution for career full-time employees up to an additional ninety (90) calendar days during a twelvemonth period while an employee is disabled due to a non-work-related illness or injury. Such an extension of medical coverage shall take effect when existing coverage would otherwise expire. **Career full-time employees on paid leave will continue to accrue Annual Leave at their normal rate; however, employees on unpaid leave will not accrue Annual Leave. During an authorized leave under an FMLA leave, career full-time employees will be retained on the City's health insurance program under the same conditions and coverage levels that applied before the leave commenced. Employees' benefits continue as long as the employee is still on disability and the City paid benefits after 30 consecutive working days of being on Non City Paid Payroll Status. The employee must then convert to Consolidated Omnibus Budget Reconciliation Act (COBRA) status and pay for health insurance premiums, or if eligible, may consider applying for CalPERS disability retirement.**

Employees not classified as career full-time shall not accrue any leave or receive any benefits once all of their accrued time (Annual Leave or compensatory time) has been exhausted.

14.50 UNEMPLOYMENT COMPENSATION

As required by State law, all City employees are covered under the California Unemployment Compensation Program. Further information can be obtained by contacting the local State of California Employment Development Department or the Human Resources Department.

14.55 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Depending on budget and other considerations, the City may provide an employee assistance program. The EAP provides short term counseling and other services to assist employees and their families to deal with personal and emotional problems which affect or might potentially affect their job performance. This counseling is confidential and free to the employee.

14.60 MEDICARE

By law, employees hired after April 1, 1986, must have a certain percentage (currently 1.45%) deducted from their gross pay for Medicare. The City will deduct the employee contributions in accordance with Federal law. The City shall pay the employer's share, which is equal to the employee's share.

The above policies are based on Federal law and may change from time to time.

MV00105079

SECTION 15: SPECIAL COMPENSATION

15.05 STAND-BY

A stand-by roster shall be comprised of City employees from designated departments or divisions who have volunteered to be on call and available to work after regular working hours. A stand-by assignment period shall be for ~~seven (7) consecutive calendar days~~ a **period of days** starting ~~on Friday at 4:00 p.m.~~ **at the time and on the day determined by the departmental coverage requirements and as approved by the employee's manager. Under some circumstances the period is not a seven consecutive day period.** An employee on stand-by will be permitted to take home a City vehicle equipped with appropriate tools and supplies for use when called out on stand-by. The City will pay general employees (non-Animal Control Officers) a dollar amount per the negotiated language of the current MOU, as approved by City Council, per regular shift, Monday through Friday, and for weekends and holidays. **The current Stand-by Pay amounts are $20.00 per day on Monday through Friday, and $25.00 per day on Saturday, Sunday and Holidays.**

The designated department or division supervisor shall be responsible for scheduling his or her employees for stand-by duty and for providing duty rosters to the Police Department. The Police Department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific stand-by duty, employees may not trade stand-by assignments, except with the prior approval of the designated supervisor.

For general employees, compensation for call out hours worked will be paid at time-and one-half for the number of hours actually worked. A minimum of two (2) hours shall be credited as time worked for each call out. For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. An employee on stand-by will be compensated an additional dollar amount, per the negotiated language, as approved by the City Council, for each 7-day week of stand-by duty. Stand-by pay is at the rate of an amount per the negotiated language as approved by the City Council per day (M-F). Stand-by pay will be increased to an amount per the negotiated language in the current Memorandum of Understanding, per day for weekends and holidays.

For Animal Control Standby (Night Truck), the City will pay a dollar amount, per the negotiated language as approved by City Council per regular shift, Monday through Friday, and pay an amount, per the negotiated language as approved by City Council for weekends and holidays. Call out pay will be at the overtime rate with a one-hour minimum. Work time includes 15 minutes each way of travel time for the trip to and from work or the actual time, whichever is less.

An employee assigned to stand-by duty must be available to respond to emergency calls at all times. This requires that the employee remain within fifteen (15) minutes travel time of his or her normal work station during the entire stand-by period. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Section 8.35 of the Personnel Rules.

Nothing herein shall be construed to require that the City establish stand-by duty for employees in any department or division.

MV00105080

15.10 CALL-BACK

In the event employees who are not assigned to stand-by duty are called back to work during normal off-duty hours to protect the public health or safety, they will be compensated at time-and-one-half for actual time worked, with a minimum of two (2) hours credit for each call out (one for Animal Control). For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. Call back shall be defined as having to return to work after having left work.

15.15 BILINGUAL PAY

Bilingual compensation will be implemented for staff who occupy positions designated as ones in which second language skills are utilized. Employees shall receive an amount per the negotiated language as approved by City Council.

15.16 SAFETY EQUIPMENT

Employees in qualified trade occupations will receive **an** annual **stipend** ~~vouchers with a local vendor~~ to purchase shoes, jackets, and/or Sam Brown belts in an amount per the negotiated language as approved by City Council.

The City provids uniforms for employees in the Security Guard job classification.

MV00105081

SECTION 16: TRAINING

16.05 TRAINING

The City recognizes the importance of employee development and training. In an effort to improve the capabilities and effectiveness of City personnel, a training program has been established. This training effort shall be geared to both organizational improvement and individual employee development. This development shall not only be the responsibility of Department heads or supervisors, but shall be shared with employees in a total organizational effort.

16.10 IN-HOUSE TRAINING

Employees who have training, knowledge or expertise in a subject area, or have recently attended a seminar or conference in a given subject matter, may be asked to share this information with other employees. Such in-house training may be informal or formal depending upon the nature of the training and can include any variety of topics such as computers, copiers, telephones, supervisory, writing skills, etc.

16.15 DEPARTMENTAL TRAINING

City departments and divisions are encouraged to offer specialized training to their employees. Such training shall be the responsibility of the Department or Division Head and may include topics such as safety, equipment operation and other training in their specific fields of responsibility.

16.20 TRAINING COURSES

The City shall encourage local educational resources to offer courses and workshops at City facilities on matters in which employees of several departments may benefit. Such courses may be offered periodically in such areas as management, supervision, communications, time management, stress management, writing skills, etc.

16.25 SEMINARS AND CONFERENCES

Employees may attend seminars or conferences covering current issues and areas relevant to their positions under the following conditions:

A. Employees must submit their request on forms prescribed by the Finance**ial and Administrative Services** Department and follow all applicable procedures.

B. Budgeted funds must exist for all such training and any travel. In-state attendance shall require Department Head approval while out of state travel shall require the approval of the City Manager.

C. Employees must comply with the City's Administrative Travel Policy and provide necessary receipt documentation.

D. Employees who have recently received such training must be willing to provide "in-house" training to other employees, if requested.

MV00105082

16.30 TUITION REIMBURSEMENT

Subject to the **pre-**approval of the Department Head, Human Resources Director, and City Manager (or designee), employees may be reimbursed for the cost of pre-approved, job-related, **accredited,** educational and other training courses based upon proof of successful completion **up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30)**. This proof includes a grade "C" or better of the course(s), and must be part of a **recognized associate's degree, bachelor's degree, or master's degree** program **related to the employee's current job, and the program must be part of a school, college or university that is accredited by a U.S. Department of Education authorized accrediting organization, e.g. Western Association of Schools and Colleges (WASC)** ~~leading to an Associate's degree, undergraduate or graduate degree~~. Further, employees may be reimbursed for certain pre-approved, job related training courses based on the approvals as stated above.

Classes taken which are offered as part of the City's official training program do not count against tuition reimbursement.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational course that is job-related may, if prior approval for reimbursement is given by the City Manager (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the City (i.e. books become part of City reference library).

In general, training time during working hours shall be considered part of the job. Unless the City directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the City encourages employees to pursue additional education, the City shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Head and the Human Resources Director.

16.35 TRAINING AND TRAVEL REIMBURSEMENT

Non-exempt employees shall receive training and travel reimbursement as provided in this Section.

Time spent in attending lectures, meeting, training programs, and similar activities during work time shall be counted as time worked only if authorized in advance and in writing by the employee's Department Head. No such authorization shall be given unless the lecture, meeting, program, or other activity is directly related to improving the employee's ability to perform his or her job.

MV00105083

Time spent in attending lectures, meetings, training programs, and similar activities shall not be counted as time worked where such attendance is outside of the employee's regular working hours, except in situations where the employee is directed by his or her Department Head to attend such lecture, meeting, training program, or similar activity. Leisure and meal times are not considered time worked unless they are part of the seminar.

Time spent by an employee traveling between the employee's residence and the regular workplace is not work time and shall not be treated as hours worked. When an employee is assigned by his or her Department Head to travel outside of the City, time spent traveling between the employee's home and assigned destination shall be treated as time worked, only to the extent that it exceeds the amount of time normally taken by the employee to travel between his or her residence and regular workplace.

When an employee is assigned to travel outside the City, return the same day, and he or she utilizes public transportation, the time spent traveling between the employee's home and the location of the public carrier (i.e. airport, bus station, train station) shall not be treated as time worked. However, time spent traveling to a final destination via public carrier is considered time worked.

Employees shall receive mileage and travel reimbursement in accordance with provisions outlined in the City's Administrative Travel Policy.

MV00105084

APPENDIX A

TESTING FOR ALCOHOL AND DRUGS

Toward reaching this goal of a drug and alcohol free workplace, the City may conduct pre-employment drug or alcohol testing of applicants for City positions. Pre-employment drug or alcohol tests shall apply only to non-City employees; City employees who apply for another City position shall not be subject to pre-employment drug or alcohol tests. Any applicant who tests positive shall not be hired by the City.

The City also reserves the right to require than an existing employee undergo testing of the City determines that probable cause exists to believe that the employee is under the influence of any illegal drug or controlled substance, as identified in this Section. Employees who (1) refuse to submit to a drug or alcohol test immediately when requested by authorized City or law enforcement personnel; (2) refuse to submit to a search of personal properties if requested by law enforcement personnel; or (3) are "convicted" of a "criminal drug or alcohol statute" violation, shall be subject to the disciplinary procedures which are outlined in these Rules.

All City lockers, desks, cabinets, vehicles, phone voice mail, e-mail, computer files, and disks are the property of the City and are subject to search without the employee's consent by City management at any time with or without notice. Refusal to cooperate with a search may result in a disciplinary action, up to and including termination. Unless the Supervisors are directed otherwise by the Human Resources Director, employees will be given the opportunity to be present when the search is conducted.

In appropriate cases, such as a first offense, the City should make every effort to place an employee with an available employee assistance program or service for the purposes of rehabilitation, in-lieu of disciplinary action or criminal prosecution. If, in such cases, the employee refuses to attend an employee assistance program or service, he or she will be subject to the disciplinary procedures which are outlined in these Rules.

Any reports or complaints which are filed as a result of this Section or the "Drug and Alcohol Free Workplace Policy" and are determined to be malicious, vexatious, or not in good faith, shall not be tolerated. In such cases, the complaining individual shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to drug or alcohol use.

A. EMPLOYEE RESPONSIBILITIES

An employee shall:

MV00105085

1. Not report to work or be subject to duty (i.e., paid stand-by time) while the employee's ability to perform his or her duties is materially impaired due to drug and/or alcohol use.
2. Not report to work with alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) in their systems or the odor of alcohol on their breath, or possess or utilize such substances while they are on duty or subject to duty or during meal periods or breaks.
3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while on-call, on breaks, or during meal periods.
4. Not directly or through a third party sell, purchase or provide drugs and/or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty.
5. Submit immediately to a drug and/or alcohol test when requested by an authorized City representative, who has probable cause to suspect drug or alcohol abuse or material impairment there from. The employee may request a representative when being tested for probable cause. The representative may be a bargaining unit representative or another employee of choice who shall be immediately available.
6. Before beginning work, notify his or her supervisor when taking any drug or medication (non-prescription or prescription), which may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to perform assigned duties safely and effectively while using such drugs, clearance from a qualified physician may be required before the employee is allowed to resume his or her regular duties.
7. Have the opportunity, within twenty-four (24) hours (or by the close of the next business day) of request by an authorized City representative, to provide verification of a current prescription for any potentially impairing drug or medication which is identified in a drug test. The prescription must be in the employee's name.
8. Employees shall notify their supervisor of any criminal drug and/or alcohol statute conviction for a violation, no later than five (5) days after such conviction.
9. In the event that an employee suspects that his or her manager or supervisor is under the influence of drugs and/or alcohol, the employee may submit a written or oral complaint, which contains detailed evidence regarding the allegation of substance abuse to his or her department head or the Human Resources Director. Such complaints, if made in good faith, may be made without fear of reprisal. If the written or oral complaint establishes probable cause, the manager or supervisor may be requested to submit to a drug and/or alcohol test.

MV00105086

B. MANAGEMENT RESPONSIBILITIES

Managers and Supervisors shall:

1. Be responsible for enforcing this policy in a fair and consistent manner.
2. Work with the Human Resources Department to encourage employees to utilize an available employee assistance program when the employee's job performance is deteriorating or unsatisfactory, the employee does not respond to supervisory remedies, or when a specific on-the-job incident is cause for concern. As the supervisor's role is to monitor job performance, the supervisor should not attempt to diagnose an employee's problem.
3. Request through the Human Resources Department that an employee submit to a drug and/or alcohol test when a manager or supervisor has probable cause or a reasonable suspicion that an employee is impaired or under the influence of drugs or alcohol while on the job or subject to duty.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- Slurred speech;
- Alcohol or other suspicious odor (i.e. marijuana on breath);
- Unsteady walking and movement
- An accident involving City property where it appears that the employee's conduct may be at fault;
- Physical or verbal altercation;
- Wide and severe mood swings;
- Blank, glassy-eyed stare;
- Inability to perform work properly;
- Behavior which is unusual for the employee;
- Possession of drugs and/or alcohol in the workplace or on City property.

4. Work with Human Resources and document within forty-eight (48) hours of requesting an employee to submit to a drug and/or alcohol test, in writing, the facts constituting reasonable suspicion that the employee in question is impaired or under the influence of drugs and/or alcohol.
5. Remind the employee of the requirements and disciplinary consequences of this policy when encountering an employee who refuses an order to submit to a drug and/or alcohol analysis. Where there is reasonable suspicion that the employee is impaired, or under the influence of alcohol or drugs, the manager or supervisor shall require the employee to remain

MV00105087

on the premises for a reasonable amount of time until an authorized City representative or law enforcement representative can arrange to transport the employee to a testing facility, or home in the event of the employee's refusal to submit to a drug or alcohol test. Any time spent remaining on the premises at the request of a supervisor or manager or time spent for City-required drug and/or alcohol testing shall be considered work time and shall be paid for by the City.

6. Not confiscate prescription drugs or medications from an employee who has a valid prescription for such. The prescription must be in the employee's name.

7. Deal with suspected offenders as discreetly, inconspicuously, and respectfully as possible.

8. Notify their Department Head or designee, and Human Resources, when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is probable cause to believe that an employee is in possession of illegal drugs, the manager or supervisor shall not physically search employees or their personal possessions, but should request that they remain on the premises until the appropriate law enforcement agency has arrived. Also, the department head or designee shall notify the Human Resources Department as soon as possible.

9. May search areas which are jointly or fully controlled by the City after conferring with the Human Resources Department. In the event such an area is occupied by a Peace Officer all searches shall be consistent with Government Code Section 3309 (Police Officer Bill of Rights).

10. Management shall not use authority under these rules to unlawfully harass, intimidate, or discriminate against employees.

C. ENFORCEMENT

Employees reasonably believed to be impaired, or under the influence of drugs and/or alcohol, shall be prevented from engaging in further work and shall be monitored for a reasonable time until he or she can be safely transported from the work site. In no event should the individual be allowed to operate a vehicle while impaired, including driving home from work.

Refusal to submit immediately to a drug and/or alcohol analysis when requested by City management or law enforcement personnel shall constitute insubordination and may be grounds for discipline up to and including termination.

D. PHYSICAL EXAMINATION AND PROCEDURE

A drug and/or alcohol test may be administered by the City for any substance which could impair an employee's ability to effectively and safely perform the

MV00105088

functions of his/her job. All testing (including the sample collection, chain of custody and laboratory services) shall be conducted in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) and Department of Health and Human Services approved procedures.

E. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

Post-Employment Offer Medical Examination

A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standard, duties or responsibilities.

If a drug screen is positive, and a result of the post-employment offer medical examination, the applicant must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid current prescription for the drug identified in the drug screen to the Human Resources Department. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

During Medical Examinations or Drug and/or Alcohol Tests

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.

If the drug screen is positive, the employee must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid prescription for the drug identified in the drug screen, to the Human Resources Department. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including discharge.

If a drug and/or alcohol test is positive, the City shall conduct an investigation to gather all the facts. The decision to discipline or discharge will be carried out in conformance with this section.

F. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate, confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

MV00105089

SUPPLEMENT TO THE DRUG AND ALCOHOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Effective January 1, 1996, the City of Moreno Valley must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions. Specifically, the City must comply with the regulations of the Federal Motor Carried Safety Administration (FMCSA). Adoption of a policy is one of the City's obligations under the regulations. Where applicable to the City, the requirements of those regulations are reflected in this policy. This policy sets forth the rights and obligations of covered employees. If you are an employee covered under these new requirements, you should familiarize yourself with the Policy provisions BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

In addition, employees are required to comply with the applicable provisions of the supplement to the Drug and Alcohol Free Workplace Policy.

A. EMPLOYEE QUESTIONS

The regulations required that employers designate a person to answer employee questions about drug and/or alcohol testing. Employees shall refer any questions regarding his or her rights and obligations under the new regulations to the Designated Employer Representative (DER) which is the Human Resources Director or designee for this federally mandated program.

B. COVERED EMPLOYEES

Overall, the regulations cover drivers of commercial motor vehicles. A driver is any person who operates a commercial motor vehicle on a full-time, casual, intermittent, as-needed, or occasional basis. Employees in these job classifications may be required to drive commercial motor vehicles at least on an occasional basis.

Therefore, employees in those job classifications (and applicants for such positions) are considered a covered employee subject to the provisions of this policy. For the purposes of the post-employment offer medical examination, the term "driver" includes persons applying for employment in a position requiring the driving of a commercial motor vehicle on at least an occasional basis.

New employees or employees shall be given a copy of this policy at the time they commence employment with the City. All covered employees currently employed by the City at the time this policy is adopted shall be given a copy thereof within ten (10) days of its adoption. All covered employees will also be asked to sign the Acknowledgement / Receipt Form indicating receipt of a copy of this policy. This policy shall be posted immediately and was effective on January 1, 1996.

C. COVERED COMMERCIAL VEHICLES

The regulations cover drivers of the following commercial motor vehicles:

MV00105090

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
2. A vehicle with a gross vehicle weight of at least 26,001 pounds.
3. A vehicle designed to transport sixteen (16) or more passengers, including the driver; or
4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

D. SAFETY-SENSITIVE FUNCTIONS

The performance of any of the following on-duty functions by a covered employee in connection with that employee's operation, or scheduled operation, of a commercial motor vehicle is considered to be a safety-sensitive function.

1. All time at a carrier or shipper, plant, terminal, facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
2. All time inspecting equipment such as brakes, steering mechanism, lights, tires, horn, windshield wipers, mirrors, or coupling devices; or otherwise inspecting, servicing, or conditioning any commercial motor vehicle.
3. All time spent at the driving controls of a commercial motor vehicle.
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle, or time spent performing driver requirements relating to accidents.

E. PROHIBITED CONDUCT

Covered employees may not have a measurable amount in their system or be in possession of controlled substances or alcohol during any work hours. Further, the regulations specifically prohibit certain conduct prior to performing and while performing safety-sensitive functions. The following conduct is prohibited and may result in discipline, up to and including termination:

MV00105091

1. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions while having an alcohol concentration level of 0.04 or greater.
2. Performing a safety-sensitive function within four (4) hours after using alcohol.
3. Being on duty or operating a vehicle, as described in Section C, while possessing alcohol.
4. Using or possessing alcohol while performing a safety-sensitive function.
5. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions when the employee has used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee (who in turn must notify his/her supervisor) that the substance does not adversely affect the employee's ability to safely operate a vehicle.
6. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions if the employee tests positive for controlled substances.
7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test shall be treated in the same manner as an employee who tested 0.04 percent or greater on an alcohol test or tested positively on a controlled substance test.
8. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:
• A refusal to provide a urine sample drug test.
• An inability to provide a urine sample within the three (3) hour allowed time without a valid medical explanation.
• A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test.
• An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation.
• Tampering with, attempting to adulterate, or substituting the urine specimen or collection procedure.
• Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested.

MV00105092

• Leaving the scene of an accident without authorization from a supervisor or manager (who, in conjunction with the Human Resources Department, shall make a determination whether to send the employee for a post-accident drug and/or alcohol test), unless the employee has a valid reason for not obtaining such authorization.

9. Consuming alcohol during the eight (8) hours immediately following an accident, unless the covered employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

10. Use of prescribed drugs are not in direct violation of the City's policy, however inappropriate use or prescribed use that may substantially impair job performance, alter behavior, and/or create a risk to the health and safety of the employee or others, is in direct violation of the City's policy.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Action of 1988.

Covered employees are also reminded that they shall inform their supervisors of any over the counter or prescription medication prior to engaging in any safety sensitive function.

F. CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.02 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration level between 0.02 and 0.04 shall be removed from his/her safety-sensitive position for at least twenty-four (24) hours. Such an employee may be subject to discipline up to and including termination. The City shall then retest the employee. Before the employee may be returned to his/her safety-sensitive position, the employee's alcohol concentration must indicate a concentration below 0.02 percent.

G. CIRCUMSTANCES UNDER WHICH DRUG AND/OR ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES

1. Post-Employment Offer Testing

a. All applicants (whether by initial application or in connection with a transfer) for positions involving the performance of safety-sensitive functions shall be required to submit to post-employment offer/pre-duty drug testing. Applicants will not be hired for or transferred to a safety-sensitive position if they do not pass the test or if they refuse to consent to a drug/alcohol test.

2. Post-Accident Testing

MV00105093

a. Post-accident drug and alcohol testing shall be conducted on employees following an accident involving injury(s) and/or repair costs.
b. Post-accident alcohol tests shall be administered within two (2) hours following an accident and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.
3. Post-Accident Testing (urine sample)
a. Conducted after accidents on safety-sensitive employees who have been in an accident involving a human fatality; or a citation has been issued in one of the following situations:
i. There has been bodily injury with the need for immediate medical attention away from the scene, or
ii. There has been disabling damage to any motor vehicle requiring tow away. (Refer to Federal Motor Carrier Safety Regulations, sections 391.113 and 391.117).
Following an accident, the employee shall remain available for drug and/or alcohol testing, or may be deemed to have refused to submit to testing. This rule does not require the delay of necessary medical attention for injured people following an accident, nor does it prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.
4. Random Testing
Covered employees will be subject to random alcohol and drug testing as follows:
A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (i.e. driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The City will subject at least ten (10) percent of the total number of covered employees to random alcohol testing per year.
A random drug test will be administered to at least fifty (50) percent of the total number of covered employees per year. A covered employee may be subjected to drug testing even on a day in which the employee is not expected to perform a safety-sensitive function. To ensure that the process is in fact random, all covered employees, whether or not they have been chosen for testing in the past, will remain in the pool of employees for each subsequent period. This procedure assures that the probability of any individual being selected each period is always the same, whether or not the individual was selected in previous period.

MV00105094

On the date an employee is selected for random drug and/or alcohol testing, his/her supervisor will verify he/she is on the list of those to be tested.

5. Reasonable Suspicion Testing

"Reasonable suspicion" means that the trained supervisor believes that the actions, appearance, speech, body odors, or conduct of an on-duty employee are indicative of the use of drugs or alcohol. The witness must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require an employee to submit to a drug and/or alcohol test. The determination that a reasonable suspicion exists to require an employee to undergo an alcohol concentration test must be based on short-term specific, objective, contemporaneous, articulable facts concerning the behavior, appearance, speech, or body odors of the employee. The determination must be based upon observations of the trained supervisor making the determination, and may not be based upon hearsay.

The trained supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test. The trained supervisor witnessing the impairment must document the specific observations under which the reasonable suspicion is based. The reasonable suspicion alcohol test will be administered within two (2) hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight (8) hours following the observation.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and/or alcohol test will attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substance use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

Any reports or complaints which are filed as a result of this section and are determined to be malicious, vexatious or not in good faith, shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to alcohol use.

6. Return to Duty/Follow-up Testing

A covered employee who has violated any of the prohibitions of this Policy must submit to a return-to-duty test before he/she may be returned to a position requiring the performance of safety-sensitive functions. The test result must indicate an alcohol concentration of less than 0.02 percent or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest

MV00105095

during the first year of recover, the employee will be subject to follow-up testing, which is separate from the random testing obligation. The employee will be subject at least six (6) unannounced drug and/or alcohol tests during the first year back to the safety-sensitive position following the violation.

A substance abuse professional can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months from the date the employee returns to duty. The Substance Abuse Professional can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the Substance Abuse Professional determines that additional testing is no longer necessary and is supported by the employer. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug use when the Substance Abuse Professional has reason to suspect other drug or alcohol use during the follow-up period.

H. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing

Alcohol testing shall be conducted by using an evidential breath testing devise (EBT) approved by the National Highway Traffic Safety Administration. Non-EBT devices may be used for initial screening tests. A screening test shall be conducted first. This initial screening may be accomplished using a saliva test kit. If the result is an alcohol concentration level of less than 0.02 percent, the test is considered a negative test. If the alcohol concentration level is 0.02 percent or more, a second confirmation test using the EBT shall be conducted.

The procedures that shall be utilized by the lab for collection and testing of the specimen are attached hereto as Appendix "B".

2. Drug Testing

Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the counter medications or preparations are not reported as positive results.

All urine specimens are analyzed for the following drugs:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines

MV00105096

• Opiates (including Heroin)
• Phencyclidine (PCP)

Drug testing will be conducted pursuant to the procedures set forth in Appendix "C"

I. REFUSAL TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST

As set forth in this Policy, a covered employee who refuses to submit to any required drug and/or alcohol testing shall be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

A job applicant who refuses to consent to a drug and/or alcohol test will be denied employment with the City of Moreno Valley. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination.

Where there is reasonable suspicion that the employee is then under the influence of drugs and/or alcohol, the manager or supervisor shall arrange for the employee to be safely transported home after the testing. An employee shall not be permitted to transport him/herself.

J. CONSEQUENCES OF FAILING A DRUG AND/OR ALCOHOL TEST

It is the employee's responsibility to inform the City if he/she has a substance abuse problem and needs assistance to solve the problem, prior to taking (and possibly failing) the drug and/or alcohol test.

A positive result from a drug or alcohol test may result In disciplinary action, up to and including termination in accordance with this policy.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive functions.
2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her drug or alcohol abuse. The City is not required to pay for this treatment
3. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed) that indicates an alcohol concentration level of less than 0.02 percent or a negative result on a controlled substances test.
4. Shall be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

MV00105097

K. ALCOHOL MISUSE OVERVIEW

A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. Alcohol is a drug. It is a central nervous system depressant that slows the body's functions. For some people, the use of alcohol can become addictive. The body develops a tolerance for alcohol, thus needing more of the drug to achieve the same effects. Once addicted to alcohol, the body experiences withdrawal symptoms when alcohol is not present in the bloodstream. Alcohol addiction, or alcoholism, is a disease. If left untreated, alcoholism is progressive as the damage to the body continues, and if unchecked may be ultimately fatal.

Alcohol misuse, alcohol abuse and alcoholism affect an individual's work performance. Alcohol, even in very small amounts, affects the user's judgment, reflexes, thinking ability, coordination, and attention. Alcohol is particularly dangerous when an individual needs to make a decision and act in an emergency or unfamiliar situation. Alcohol in a person's bloodstream affects one's ability to operate a vehicle or complex machinery, and to perform any safety-sensitive related tasks. Coming to work with a "hangover" also affects an employee's ability to perform. Hangover symptoms may include diminished clarity in thinking, tremors that reduce fine motor coordination, and flu-like feelings that decrease alertness and well being.

Alcohol misuse, alcohol abuse and alcoholism also affect an individual's personal and family life. Heavy alcohol drinkers have more illness and medical conditions requiring treatment. Financial and legal complications from excessive drinking are common problems. In the late stages of alcoholism, the individual's life is centered on alcohol; family, job, friends (except drinking buddies) are unimportant and ignored.

The following are indicators that alcohol may be a problem in an individual's life:

- Excessive use of Annual Leave because of heavy drinking or hangover.
- Monday and Friday absences from work; days before and after holidays.
- Making repeated promises to family/friends to "cut down" or stop drinking.
- Needing increasing amounts of alcohol to "feel good" or "get high."
- Morning shakes or tremors that are relieved by taking a drink.
- Being arrested for drunk driving.
- Refusing to participate in leisure activities where alcohol is unavailable.
- Experience periods of "blackout" when drinking (not remembering some events or situations that occurred while drinking).

MV00105098

• Mood swings and unreasonable resentments towards others.

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical or mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

A. SIGNS AND SYMPTOMS OF ALCOHOL USE

1. IMMEDIATE EFFECTS OF ALCOHOL

• Odor of alcohol on breath
• Initial stimulation followed by depressed nervous system.
• Flushed skin
• Glazed appearance of eyes
• Slowed reaction rate
• Slurred speech
• Dulled mental processes
• Lack of Coordination

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

2. CHRONIC AND LONG TERM HEALTH EFFECTS

The chronic consumption of alcohol that averages three or more servings per day of an alcoholic beverage over time may result in the following health hazards: (one serving of beer is 12 oz., one serving of wine is 6 oz., and one serving of 80 proof liquor is13 oz.)

• Nutritional deficiencies and sleeping difficulties
• Impaired short-term memory and the inability to concentrate
• Brain and nervous system damage
• Liver damage
• Digestive problems (gastric ulcers)

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• Higher likelihood of stroke, coronary problems
• Disease of the pancreas and kidneys
• Birth defects in children of heavy-drinking women (up to 54 percent of all birth defects are alcohol related)
• Physical and psychological dependence (up to 10 percent of all people who drink alcohol become dependent on alcohol and can be termed “alcoholic.”)
• Increased cancer of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma

3. ALCOHOL’S EFFECTS ON SOCIETY

• Two-thirds of all homicides are committed by people who drink prior to the crime.
• Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
• Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
• The rate of separation and divorce in families with alcohol dependency problems is seven times the national average.
• Forty percent of family court cases have alcohol-related problems.
• Alcoholics are 15 times more likely to commit suicide than other segments of the population.

4. WORKPLACE ISSUES

• It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage through the body.
• Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
• A person who is legally intoxicated is six times more likely to have an accident than a person who is sober.

5. CONFIDENTIALITY PROCEDURES FOR INTERNAL CONTROL

Laboratory reports or test results shall not appear in an employee’s general personnel file. The Human Resources Department will keep information of this nature under their control in a separate confidential medical file. Supervisors, managers, and other staff with such knowledge are not to discuss or disclose the results of any employee’s drug and/or

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alcohol tests with other employees, except under approved reasons as delineated by City policy.

The Human Resources Director or designee may disclose reports or test results to City management on a strictly need-to-know basis and to the tested employee upon request.

Employee's confidentiality is also protected with regard to disclosure by supervisors of any over-the-counter or prescribed medications, when the employee has notified the supervisor of such use as mandated by this policy.

The City may disclose test results without the employee's consent only when:

a. The information is compelled by law or by judicial or administrative process;

b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;

c. The information is necessary to administer an employee benefit plan; or

d. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

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APPENDIX B

Each employer shall establish an employee education and training program for all covered employees including:

A. EDUCATION

The education component shall include display and distribution to every covered employee of informational material for employee assistance, if available.

B. TRAINING

1. Covered employees. Covered employees must receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use, including alcohol; on personal health, safety, and the work environment; and on the signs and symptoms that may indicate prohibited drug abuse.

2. Supervisors. Supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, including alcohol, and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

The local governing board of the employer or operator shall adopt an antidrug and alcohol misuse policy statement. The statement must be made available to each covered employee, and shall include the following:

a. The identity of the person, office, branch and/or position designated by the employer to answer employee questions about the employer's anti-drug use and alcohol misuse programs.

b. The categories of employees who are subject to the provisions of this part.

c. Specific information concerning the behavior and conduct prohibited by this part.

d. The specific circumstances under which a covered employee will be tested for prohibited drugs and/or alcohol misuse under this part.

e. The procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results and ensure the test results are attributed to the correct covered employee.
f. The requirement that a covered employee submit to drug and/or alcohol testing administered in accordance with this part.
g. A description of the kind of behavior that constitutes a refusal to take a drug and/or alcohol test, and a statement that such a refusal constitutes a violation of the employer's policy.
h. The consequences for a covered employee who has a verified positive drug or confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR part 40.
i. The consequences, as set forth in FTA Part 655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than .04.
j. The employer shall inform each covered employee if it implements elements of an anti-drug use or alcohol misuse program that are not required by this part. An employer may not impose requirements that are inconsistent with, contrary to, or frustrate the provisions of this part.
Each employer shall provide written notice to every covered employee, and to representatives of employee organizations, of the employer's anti-drug and alcohol misuse policies and procedures.

APPENDIX C

A. ALCOHOL TESTING PROCEDURES

All testing will be conducted in accordance with alcohol testing procedures as required by 49 CFR.40 using the following procedures:

1. The employee arrives at the testing site.
2. If the employee does not arrive at the designated time for testing, the supervisor or designee will be contacted for instructions.
3. The I.D. of the employee to be tested is verified by examining a photo I.D. If the I.D. cannot be established, the Breath Alcohol Technician (BAT) will attempt to notify the employee's supervisor to establish a positive I.D. If that is not possible, the process stops.
4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present his/her I.D.
5. Once the employee's I.D. is established, Step 1 of the United States Department of transportation Breath Alcohol Testing Form (DOT) will be completed.
6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign; it is regarded as a refusal to take the test.
7. The employee shall be tested for alcohol using a saliva test kit or screening alcohol breath test. If test results are negative on this screening test, a copy of the DOT form will be completed noting the results, and a copy provided to the employee. One will be forwarded to the supervisor and one will be retained by the BAT.
8. If the screening test indicates an alcohol level greater than 0.02, an EBT test is required as follows:

a. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Testing (EBT) device for the test.
b. The employee will open an individually sealed mouthpiece in view of the BAT and attach it to the EBT according to instructions.
c. The employee will blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.

d. The BAT completes Step 3 of the DOT testing form.
e. The employee will sign Step 4 of the DOT testing form stating that the information on the form is accurate and that the employee must not perform safety-sensitive duties or operate heavy equipment if the results are 0.02 or greater.
f. If the test results are less than 0.02 on this test, a copy of the form will be provided to the employee. The test process is complete and a copy will be forwarded to supervisor and one will be retained by the BAT. If the test results are greater than 0.02 on this test, an EBT confirmation test will be conducted as follows:
i. The BAT will explain that a confirmation test will be conducted.
ii. The employee must stay in the room observed for a fifteen (15) minute waiting period. During this period, the employee may not eat, drink, or put any object or substance into his/her mouth.
iii. The confirmation test will be conducted no less than fifteen (15) minutes after the initial EBT test, but within thirty (30) minutes of the completion of the initial list.
iv. The confirmation test will be completed according to Steps H-M of this procedure.
v. If the result of the confirmation test is different from the EBT screening test, the confirmation test will be considered the accurate result.
vi. If the results are still greater than or equal to 0.02 on the confirmation test, the BAT will contact the employee's supervisor for further instructions before releasing the employee from the test site.
vii. Employees with a reading of 0.02 or more are not to drive or engage in any safety-sensitive operations until further notice from their supervisor and in accordance with this policy.
viii. All results will be transmitted in conformity to confidentiality procedures outlined below.

B. DRUG TESTING PROCEDURES

1. The urine specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab.
2. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab.
3. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine.
4. If the test is positive for one or more drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis.
5. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City.

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6. With all positive drug tests, the physician (a.k.a. medical review officer [MRO]) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as “negative.”

APPENDIX D

REASONABLE SUSPICION OBSERVATION FORM

(STRICTLY CONFIDENTIAL)

EMPLOYEE NAME: DAY/TIME OF INCIDENT:

SUPERVISOR #1 NAME: SUPERVISOR #2 NAME:

(Optional) (Optional)

The following checklist is to be completed when an incident has occurred which provides reasonable suspicion that an employee is under the influence of a prohibited drug substance or alcohol. The supervisor(s) note all pertinent behavior and physical signs or symptoms, which lead you to reasonable belief that the employee has recently used or is under the influence of a prohibited substance. Mark each applicable item on this form and any additional facts or circumstances, which you have noted.

A. NATURE OF THE INCIDENT/CAUSE FOR SUSPICION

1. Observed/reported possession or use of a prohibited substance
2. Apparent drug or alcohol intoxication
3. Observed abnormal or erratic behavior
4. Arrest or conviction for drug-related offense
5. Evidence of tampering on a previous drug test
6. Other (e.g., flagrant violation of safety regulations, serious misconduct, fighting or argumentative/abusive language, refusal of supervisor instruction, unauthorized absence on the job). Please specify.

_____

_____

_____

B. UNUSUAL BEHAVIOR

1. Verbal abusiveness
2. Physical abusiveness
3. Extreme aggressiveness or agitation
4. Withdrawal, depression, mood changes, or unresponsiveness
5. Inappropriate verbal response to questioning or instruction
6. Other erratic or inappropriate behavior (e.g., hallucinations, disorientation, excessive euphoria, confusion). Please specify.

_____

_____

_____

C. PHYSICAL SIGNS OR SYMPTOMS

1. Possessing, dispensing, or using controlled substance.
2. Slurred or incoherent speech.
3. Unsteady gait or other loss of physical control; poor coordination.
4. Dilated or constricted pupils or unusual eye movements.
5. Bloodshot or watery eyes.
6. Extreme fatigue or sleeping on the job.

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7. Excessive sweating or clamminess to the skin.
8. Flushed or very pale face.
9. Highly excited or nervous.
10. Nausea or vomiting.
11. Odor of alcohol.
12. Odor of marijuana.
13. Dry mouth (frequent swallowing/lip wetting).
14. Dizziness or fainting.
15. Shaking hands or body tremors/twitching.
16. Irregular or difficult breathing.
17. Runny sores or sores around nostrils.
18. Inappropriate wearing of sunglasses.
19. Puncture marks or “tracks”.
20. Other (Please specify.)

_____
_____
_____

D. WRITTEN SUMMARY

Please summarize the facts and circumstances of the incident, employee response, supervisor actions, and any other pertinent information not previously noted. Please note the date, times, and location of reasonable cause testing or note if employee refused test. Attach additional sheets as needed.

_____
_____
_____
_____
_____
_____

Signature of Supervisor #1 Date/Time Signature of Supervisor #2 Date/Time

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy
APPENDIX E

I. THE CITY OF MORENO VALLEY DRUG AND ALCOHOL PROGRAM MANAGER (DPMA) AND DESIGNATED EMPLOYER REPRESENTATIVE (DER)

The City of Moreno Valley has designated the Human Resources Director or designee, as the Drug and Alcohol Program Manager (DAPM), and as the Designated Employer Representative (DER) to answer questions about the City of Moreno Valley’s anti-drug and alcohol misuse programs.

MV00105108

MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES – SPECIAL REGULAR MEETING OF APRIL 19, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.3

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES – SPECIAL REGULAR MEETING OF APRIL 19, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.3

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Chairperson and Members of the Community Redevelopment Agency Board of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 10, 2011

TITLE: REVISIONS TO THE REDEVELOPMENT AGENCY HOMEBUYER ASSISTANCE PROGRAM

RECOMMENDED ACTION

Staff recommends the Redevelopment Agency Board (RDA) approve amendments to the Homebuyer's Assistance Program (HAP) to allow the loan term to be reduced to 20 years and allow the loan to be forgiven upon the expiration of the loan term.

BACKGROUND

On July 14, 1998, the RDA Board approved the RDA-HAP. Consistent with State Redevelopment Law, the RDA-HAP makes homeownership affordable and achievable for first-time homebuyers who earn up to 120% of the Area Median Income and are purchasing an existing home in the City of Moreno Valley. Under the original program, homebuyers were provided up to $20,000 of down payment assistance in the form of a 30-year, zero-interest, deferred-payment loan with equity share provisions.

The RDA Board approved policy changes to the RDA-HAP program in April 2004 and September 2010 to better respond to the residential market and provide assistance to homebuyers. These changes included increasing the maximum HAP loan amount to twenty-percent (20%) of the purchase price and increasing the maximum home purchase price for the HAP to 95% of the Federal Housing Administration (FHA) single family mortgage limit as well as allowing a portion of the RDA-HAP loan to be applied to buyer's non-recurring closing costs. All of this was done to react and adjust to a changing residential real estate market and lending environment.

DISCUSSION

The RDA-HAP loan is an important tool used to facilitate the sale of the City's NSP properties. Since no monthly payments are required and the loan is interest free, homebuyer's who may not otherwise qualify for financing to purchase homes, are afforded the opportunity to enjoy the benefits of home ownership. The City also benefits because the RDA-HAP loans help stabilize neighborhoods by increasing home ownership and eliminating the blight created by vacant properties. However, given a changing marketplace, many potential homebuyers are currently reluctant to accept the present loan structure with a 30 year term and balloon payment requirements.

In an effort to better fulfill the commitments of the City's NSP Program by removing impediments to potential homebuyers, staff recommends that the term of the current RDA-HAP loan be amended to 20 years and that the loan be forgiven at the end of the 20 year term. These recommended changes will make the loan more attractive to qualified homebuyers while maintaining the City's NSP and RDA objectives of creating long-term home owners within neighborhoods. The equity sharing requirements of the RDA-HAP remain intact. These provisions discourage the resale, refinance, or rental of the property by requiring a share of equity together with the repayment of principal RDA-HAP loan amount upon the occurrence of one of these events. Before proposing these changes, staff surveyed other jurisdictions and found similar terms on their down payment assistance loans.

ALTERNATIVES

1) Approve an amendment to the RDA-HAP to allow the term of the RDA-HAP loan to be 20 years and that the loan is forgiven at the end of the 20 year term. **Staff recommends this alternative as it will allow the RDA to better respond to the current market conditions and consumer needs of the community.**

2) Decline to approve an amendment to the RDA-HAP to allow the term of the RDA-HAP loan to be 20 years and that the loan is forgiven at the end of the 20 year term. **Staff does not recommend this alternative as it will not allow the RDA to respond to the current market conditions and consumer needs of the community.**

FISCAL IMPACT

Funding for the Homebuyer Assistance Program is provided by the RDA Housing Set-Aside fund. The recommended actions impose no near-term fiscal impact to the RDA Housing Set-Aside fund. The reduction in the loan's term and the forgiveness provision will not affect equity share and principal repayments that occur prior to the loan's 20th anniversary.
These recommended actions impose NO fiscal impact to the General Fund. Under State Redevelopment Law, Housing Set-Aside funds are restricted for uses that support affordable housing.

SUMMARY

Due to the ever-changing real estate market, modifications to the RDA-HAP Program are necessary. The RDA-HAP loan helps to facilitate the sale of the City's NSP properties. With this type of loan, homebuyer's who may not otherwise qualify for financing to purchase homes, are given the opportunity to enjoy the benefits of home ownership. The City benefits because the RDA-HAP loans help stabilize neighborhoods by increasing home ownership and eliminating the blight created by vacant properties. However, many potential homebuyers are reluctant to accept the loan's 30 year term and balloon payment requirements.

In an effort to fulfill the commitments of the City's NSP Program by removing impediments to potential homebuyers, staff recommends that the term of the current RDA-HAP loan is amended to 20 years and that the loan is forgiven at the end of the 20 year term. These changes will make the loan more attractive to qualified homebuyers while maintaining the City's NSP and RDA objectives. The equity sharing requirements of the RDA-HAP remain intact. These provisions discourage the resale, refinance, or rental of the property by requiring a share of equity together with the repayment of principal RDA-HAP loan amount upon the occurrence of one of these events. Before proposing these changes, staff surveyed other jurisdictions and found similar terms and conditions for their down payment assistance loans.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS/EXHIBITS

ATTACHMENT A: RDA-HAP Guidelines

Prepared By:
Michele Patterson
Redevelopment and Housing Programs Administrator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	**Hearing set for:**

CITY OF MORENO VALLEY HOMEBUYER ASSISTANCE PROGRAM POLICY AND PROCEDURES

Approved May 19, 2004
Revised August 19, 2010
Revised May 10, 2011
Revision 10.2

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
951.413.3450

Making the Dream of Homeownership a Reality

MORENO VALLEY
NEIGHBORHOOD PRESERVATION

Attachment A

CITY OF MORENO VALLEY
HOMEBUYER ASSISTANCE PROGRAM (HAP)
PROGRAM PROCEDURES MANUAL

Table of Contents

SECTION 1

HAP OVERVIEW

1.1 Introduction 1
1.2 Purpose and Objective 1
1.3 How a Homebuyer/Borrower Applies for a HAP Loan 1

SECTION 2

HAP LOAN PARAMETERS AND FIRST MORTGAGE REQUIREMENTS

2.1 Loan Terms 2
2.2 Loan Amount 2
2.3 Funds Usage 3
2.4 Program Charges and Fees 3
2.5 Eligible First Mortgage Type 3
2.6 Combined Loan-To Value 3

SECTION 3

BORROWER ELIGIBILITY

3.1 First-Time Homebuyer 4
3.2 Homebuyer Education 4
3.3 Income Limits 5
3.4 Income Qualification Criteria ..... 5 & 6
3.5 Maximum Affordable Housing Cost and Housing Ratio ..... 7 & 8
3.6 Total Debt/Back End Ratio 9
3.7 Credit Standards 9
3.8 Cash Assets 9
3.9 Borrower's Contribution 10
3.10 Owner Occupancy Requirements 10

SECTION 4

PROPERTY ELIGIBILITY AND HOME INSPECTION REQUIREMENTS

4.1 Property Types 11
4.2 Maximum Purchase Price 11
4.3 Property Value 11
4.4 Property Standards and Inspection Requirements 12

SECTION 5

HAP APPLICATION PROCESSING AND CLOSING REQUIREMENTS

5.1 Loan Origination 13
5.2 Request for Reservation of HAP Funds ..... 13 & 14
5.3 Request for HAP Loan Approval ..... 14 & 15
5.4 HAP Loan Closing Conditions and Pre-Funding Requirements 15
5.5 Pre-Closing Processes 16
5.6 Funding Processes 16

MV00105119

5.7 After Funding Processes 17

CITY OF MORENO VALLEY
HOMEBUYER ASSISTANCE PROGRAM (HAP)
PROGRAM PROCEDURES MANUAL

Table of Contents

SECTION 6
MISCELLANEOUS INFORMATION AND ADMINISTRATION PROCESSES
6.1 Cancellation and Commitment Expirations 18
6.2 Revocations 18
6.3 Transferring HAP Applications to Another Lender 18
6.4 Changing Properties during the HAP Application Process 18
6.5 Post Audit 18

SECTION 7
LENDER ELIGIBILITY
7.1 Lender Eligibility 19
7.2 Lender Removal 19

SECTION 8
LOAN MANAGEMENT AFTER CLOSING
Managing Agency 20
Reconveyance of HAP Loan 20

SECTION 9
LOAN DEFINITIONS
Definitions ..... 21 through 23

SECTION 10
HAP EXHIBITS LIST
List 24

MV00105120

SECTION 1: HAP OVERVIEW

1.1 INTRODUCTION

The Homebuyer Assistance Program (HAP) Procedures Manual describes the HAP program and sets forth the role and requirements of the City, participating lenders, escrow companies, real estate agents, and the homebuyer, (hereinafter called the borrower) and seller. This document contains a description of the HAP loan parameters, processing procedures, and program administration. The City may revise these guidelines from time to time as deemed necessary.

The City encourages all eligible first-time borrowers to apply for a HAP loan. Participating lenders are expected to be well informed about all the restrictions contained in this manual so that both borrowers and sellers alike are aware of these restrictions before the loan application is taken.

1.2 PURPOSE AND OBJECTIVE

The City Council authorized the Homebuyer Assistance Program (HAP) for the purpose of providing down payment assistance to low, median, and moderate-income homebuyers purchasing a home within the City of Moreno Valley.

The program funding sources are the Redevelopment Agency (RDA) 20 percent set-aside Low and Moderate Income Housing Fund, and the Federal HOME Investment Partnership Program (HOME).

The Health and Safety Code provides that not less than 20 percent of all taxes allocated to a jurisdiction's RDA set-aside funds must be used to preserve, increase, or improve the community supply of housing available to families of low or moderate and very low-income households.

The purpose of HOME funds is to expand the supply of affordable housing for low- and very low-income families. HOME funds are subject to all federal rules and regulations as published in 24 CFR Part 92.

The objective of the Homebuyer Assistance Program (HAP) is to promote neighborhood stabilization and revitalization.

1.3 HOW A HOMEBUYER/BORROWER APPLIES FOR A HAP LOAN

The borrower must obtain a first mortgage loan and apply for the HAP loan through one of the HAP Participating Lenders approved by the City. The Lender will calculate the needed HAP assistance in conjunction with the City and submit the Application Package to the City for approval.

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SECTION 2: HAP LOAN PARAMETERS AND FIRST MORTGAGE REQUIREMENTS

2.1 LOAN TERMS

Second Lien: The City HAP loan is a second mortgage, and must be in second lien position.

Interest Rate: 0% Interest.

Loan Term: Principal is forgiven in 20 years.

If the property is sold, the buyer ceases to occupy the property, or the property is refinanced and cash taken out during the 20-year term, the loan will become immediately due and payable.

Payments: Deferred no (principal or interest) payments are required during the loan term.

Shared Equity: The loan terms include an equity sharing arrangement in lieu of interest on the deferred loan. When the property is sold,, transferred, refinanced with cash taken out, or the loan is prepaid in full prior to loan maturity, the City will receive a share of the gain on sale/value in addition to the original amount loaned. The percentage factor of the equity share percentage is calculated by dividing the original HAP loan amount by the original purchase price.

Share of Equity Example:

If the HAP loan amount was $52,345 and the original purchase price was $261,725, the equity share percentage would be 20% (52,345 divided by 261,725). Next, the equity share percentage is multiplied by the gain on the sale/value (as determined by the sales price or the property value certified by a professional appraiser) to determine the City's share of the profit on the sale. If the gain on the sale/value were $50,000, the City's share would be 20% of $50,000, or $10,000. The equity share amount is added to the HAP loan principal balance. The total repayment to the City would be $62,345.

Assumability: The HAP loan is not assumable or transferable.

2.2 LOAN AMOUNT

The amount of HAP down payment assistance is based on the purchase price and the borrower's income. The borrower may only receive what is needed to close the purchase transaction. The maximum HAP loan amount is 20% of the purchase price as determined by the City. *The purchase price cannot exceed the appraised value.*

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2.3 FUNDS USAGE

HAP funds may be used for down payment and/or reasonable closing costs, based upon need and subject to City approval.

2.4 PROGRAM CHARGES AND FEES

The Lender may only charge the borrower reasonable fees as would be charged to a borrower applying for a mortgage not provided in connection with the HAP loan.

The cost for title insurance (limited coverage) for the HAP should also be included as part of the first mortgage loan fees. There will be no other fees incurred by the HAP loan process.

2.5 ELIGIBLE FIRST MORTGAGE TYPE

The HAP loan may only be used in conjunction with fixed-rate, fully amortized, 30-year FHA or Conventional (Fannie Mae or Freddie Mac) loan types.

Lease Option, VA loans, ARM, and Interest Only loans are not eligible for use with the HAP.

The first mortgage lender will estimate the HAP loan amount and process the first mortgage and HAP loans concurrently. The City will determine the final amount of the HAP assistance upon receipt of the HAP Loan Submission Package (Approval Phase). The HAP loan can only be used with original first mortgage financing, and will only be subordinated to the first mortgage.

Lenders will process the underlying mortgages using standard procedures, with adjustments to those procedures to conform to the HAP guidelines. The borrower must accept the highest loan-to-value ratio first mortgage amount for which they can qualify.

Note: Lenders must use the more restrictive program parameters of the HAP loan program or first mortgage loan program, (e.g. FHA, Fannie Mae, Freddie Mac).

2.6 COMBINED LOAN-TO VALUE

The borrower(s) must receive the highest loan-to-value ratio first mortgage amount for which they can qualify. The combined loan-to-value (CLTV) of the first mortgage without financed MIP, if applicable, and the HAP loan **cannot exceed the maximum CLTV of 100%**.

Note: Lenders must use the more restrictive CLTV limits of the HAP Program or the first mortgage loan program, (e.g. FHA, Fannie Mae, Freddie Mac).

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SECTION 3: BORROWER ELIGIBILITY

3.1 FIRST TIME-HOMEBUYER

To qualify, the borrower must not have owned a home or held an interest in residential real property for the previous three (3) years prior to the date of the application. *Exception: A person who qualifies as a displaced homemaker or a single parent* ***(See Definition Section)****, while previously married, owned a home with his/her spouse, does not need to meet this HAP requirement.*

To comply with first-time homebuyer requirements and ensure the household does not exceed the maximum income limit, each borrower and all persons expected to reside in the residence must provide copies of their most recent three years' **Federal Income Tax Returns**. The Returns must be **re-signed and dated (live ink) by the applicable borrower(s) or household member** as certification that they are true and exact copies of the returns submitted to the IRS.

If the borrower(s) or any other household member cannot provide a copy of his or her Federal Income Tax Returns, he or she may:

1. Request copy from the IRS; or
2. Request form #1722 from the IRS (This form may be accepted if it can be determined that the he or she did not itemize their deductions.)

3.2 HOMEBUYER EDUCATION

Each borrower receiving HAP assistance (taking title) is required to attend a Homebuyers Education/Counseling Seminar before the loan documents are drawn .The City has approved the following three non-profit agencies as the providers. Alternate providers are acceptable; however, they must be a HUD-approved homebuyer education provider and offer classroom-based courses. Internet-based homebuyer education courses are not accepted] The first lender is responsible for ensuring the borrower(s) attend a session and must forward the original Certificate of Completion for **each** borrower before the HAP loan documents are drawn.

Approved Providers	Address	Telephone
Fair Housing Council of Riverside County, Inc.	3933 Mission Inn Avenue Riverside, CA 92501 Web: www.fairhousing.net	951.682.6581 800.655.1812
Inland Fair Housing and Mediation Board	60 East 9th Street, Ste. 100 Upland, CA 91786 Web: www.inmedbd.com	909.984.2254 800.321.0911
Springboard	1605 Spruce Street, Ste. 100 Riverside, CA 92507	800.947.3752

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	Web: www.credit.org	

SECTION 3: BORROWER ELIGIBILITY CONTINUED…

3.3 INCOME LIMITS

The borrower's **total annualized current gross household income cannot exceed 120%** of the Riverside County area median income (AMI) adjusted by household size.

The annual gross income of the borrower(s) **and** any other adult who will live in the subject property must be included when determining maximum income eligibility. The maximum income limits are subject to change each year.

The 2010 annual income limits effective July 2010 are as follows:

Table 3.1
2010 Annual Income Limits

Household Size	50% (Very Low)	70% (Low)	80% (Lower)	100% (Median)	110% (Moderate)	115%-FHA (Moderate)	120% (Moderate)
1 Person	22,750	31,850	36,400	45,500	50,050	52,300	54,600
2 Person	26,000	36,400	41,600	52,000	57,200	59,800	62,400
3 Person	29,250	40,950	46,800	58,500	64,350	67,250	70,200
4 Person	32,500	45,500	52,000	65,000	71,500	74,750	78,000
5 Person	35,100	49,140	56,200	70,200	77,220	80,750	84,250
6 Person	37,700	52,780	60,350	75,400	82,940	86,700	90,500
7 Person	40,300	56,420	64,500	80,600	88,660	92,700	96,700
8 Person	42,900	60,060	68,650	85,800	94,380	98,650	102,950

Note: Lenders must use the more restrictive income limit of the HAP Program, HOME Program, or first mortgage loan program, (e.g. FHA, Fannie Mae, Freddie Mac).

3.4 INCOME QUALIFICATION CRITERIA

The annual income for purposes of qualifying for a HAP loan includes **all** household income, and may be lower or higher than the income amount utilized by the lender to underwrite the first mortgage **(See the Income Worksheet)**. There are two major differences:

- **Anticipated Income**: The HAP figure represents ANTICIPATED income, while the Lender's figure represents income AVERAGED over the last few years; and

- **Income Sources**: The HAP requires that every source of income, taxed or untaxed,

MV00105125

be included in the HAP computation, while the underwriter for the first mortgage lender may choose not to honor sources of income that are sporadic and lack a strong track record.

SECTION 3: BORROWER ELIGIBILITY CONTINUED…

3.4 INCOME QUALIFICATION CRITERIA CONTINUED…

Gross Income is calculated based on **annual household income** that will be used as set forth as follows:

1. All of the income of all adult working household members over the age of 18 who share the same dwelling unit or share in the ownership of the unit shall be considered in the total family income. If over 18 and a full time student, verification of full time status will be required.
2. Gross income will be the full amount before taxes and any payroll deductions. All overtime, bonuses and commissions will be counted as income.
3. For self-employed individuals, adjusted gross income will be the net income from the operation of the business and profession, as calculated by averaging the net income manifested by their Federal income taxes for the past three (3) years.
4. Interest earned, dividends, and other net income of any kind will be counted as part of the household gross income.
5. Social security payments, income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, including other similar periodic receipt of income will be counted as part of the household gross income.
6. Payments in lieu of earnings, such as unemployment, worker's compensation, severance pay, and welfare assistance will be included in the computation of gross income, even though lenders may not utilize these earnings for the issuance of credit. Food stamps value are not included in the income calculation.
7. Periodic and determinable allowances, such as alimony and child support payments will also be included in the computation of gross income.
8. All regular pay, special pay, and allowances of a member of the Armed Forces will be included as Gross income.
9. Any other income that must be reported for Federal income tax purposes will be included.

If the borrower(s) receives overtime, commission, or other wages in addition to their regular salary/hourly rate, the Verification of Employment (VOE) must have each amount listed separated to determine anticipated income.

In addition to the VOE, the borrower(s) will be required to provide signed and dated

MV00105126

Federal tax returns for the last three (3) years and verification of current income, as evidenced by copies of the most recent pay stubs for the last 30 days.

SECTION 3: BORROWER ELIGIBILITY CONTINUED…

3.5 MAXIMUM AFFORDABLE HOUSING COST AND HOUSING RATIO

Affordable Housing Cost Definition:

The Affordable Housing Cost (AHC) is the maximum monthly housing cost that a borrower in a certain income level may pay based on a percentage of income adjusted by household size.

Section 6920 of Title 25 of the California Code of Regulations defines the affordable housing cost to include the following:

- Principal and interest (first mortgage)
- Property Taxes and Assessments
- Homeowners' Association (HOA) Dues
- Hazard Insurance (if not included in HOA)
- Mortgage Insurance Premium
- Utility Allowance: including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels
- Maintenance and Repair Allowance

Summary of Affordable Housing Cost (AHC) Expense and Housing Ratio:

The following is a summary of the AHC expense and front-end ratio. Refer to **Table 3.2 - Maximum Monthly Housing Cost and Ratio Schedule** for additional requirements.

- **Households earning less than 80% AMI (Lower):** Cannot exceed the **lesser** of:
  - **30%** of the household's gross monthly income; or
  - The affordable housing cost limits stated in the **Maximum Monthly Housing Cost Schedule in Table 3.2.**

- **Households earning more than 80.01% - 120% AMI (Low - Moderate):**
  - Minimum housing expense ratio is 28% of the household's gross monthly income; and
  - cannot exceed the **lesser** of 35% of the borrower's gross monthly

MV00105127

income, or

- The affordable housing cost limits stated in the **Maximum Monthly Housing Cost Schedule in Table 3.2.**

SECTION 3: BORROWER ELIGIBILITY CONTINUED…

3.5 MAXIMUM AFFORDABLE HOUSING COST AND HOUSING RATIO CONTINUED…

Maximum Monthly Housing Cost and Housing Ratios:

Table 3.2 provides the maximum monthly affordable housing cost limits and ratios defined by the applicable income level and unit size. **The maximum monthly housing cost must include utility and maintenance allowance per Table 3.3.**

Table 3.2
Maximum Monthly Housing Cost and Ratio Schedule

AMI Level	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
50% - Very Low 30% of 50% of Median	• No Minimum housing expense ratio requirement • Not to exceed the **lesser** of 30% of borrower's gross monthly income or the amounts listed below					
	$650	$731	$813	$878	$943	$1,008
70% - Low 30% of 70% of Median	• No Minimum housing expense ratio requirement • Not to exceed the **lesser** of 30% of borrower's gross monthly income or the amounts listed below					
	$910	$1,024	$1,138	$1,229	$1,320	$1,411
70.01% - 80.00% Low - Lower	• No Minimum ratio requirement • Not to exceed 30% of Gross Monthly Income					
80.01% - 110% Moderate	• Minimum 28% • Not to exceed the **lesser** of 35% of Gross Monthly Income or the amounts listed below					
	$1,668	$1,877	$2,085	$2,252	$2,419	$2,586
110.01%-120% Moderate	• Minimum 28% • Not to exceed 35% of Gross Monthly Income					

Note: When combining programs lenders must use the more restrictive Monthly Housing Costs and Ratios of the HAP Program, HOME Program, or first mortgage loan program (e.g. FHA, Fannie Mae, Freddie Mac).

Utility and Maintenance Allowance Schedule:

Table 3.3 defines the **2010-2011 Utility and Maintenance Allowance** amounts to include when determining the borrower's Affordable Housing Cost expense. The amounts are subject to change in July of each year.

MV00105128

Table 3.3 2010-2011 Utility and Maintenance Schedule						
Size of Unit	**One Bedroom**	**Two Bedroom**	**Three Bedroom**	**Four Bedroom**	**Five Bedroom**	**Six Bedroom**
Utilities	$125	$154	$192	$225	$260	$284
Maint. & Repairs	**$20**	**$25**	**$30**	**$35**	**$40**	**$60**
Total	**$145**	**$179**	**$222**	**$260**	**$300**	**$344**

Utility Allowance Source: Housing Authority of the County of Riverside. Effective 7/01/10- Expires 6/30/11

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3.6 TOTAL DEBT /BACK END RATIO

The borrower's total monthly debt back-end ratio (Total Housing expense and all other debt combined) cannot exceed **42%*** of the borrower's gross monthly income.

**If compensating factors exist, under extenuating circumstances, the borrower(s) may qualify with a higher back-end ratio, not to exceed 45%, subject to supporting documentation and Loan Committee approval.*

Note: When combining programs lenders must use the more restrictive income ratios of the HAP Program, HOME Program, or first mortgage loan program (e.g. FHA, Fannie Mae, Freddie Mac).

3.7 CREDIT STANDARDS

The HAP Program requires the borrower(s) to have a fair credit rating, at minimum. Please refer to chart below:

Score Rating	
Excellent	**750-850**
Good	**660-749**
Fair	**620-659**
Poor	**300-619**

Please note: the first mortgage lender's credit standards may differ from those of the City's, the more restrictive credit standards will be used.

If a bankruptcy and/or a foreclosure exist, a waiting period of **three years** is required before the borrower may participate in the HAP Program. The Loan Committee will reserve the right to approve such loans if extenuating circumstances exist (i.e. death, divorce, etc.) In addition, the credit record(s) must not show substantial disregard for former or existing obligations.

3.8 CASH ASSETS

In order to qualify for the HAP, the borrower(s) must not be able to purchase a home with his/her current assets, yet still have sufficient income and credit with which to qualify for a loan. **The borrower(s) shall have at least one month's total housing expense** (principal, interest, taxes and insurance) in reserves at the time of closing **but not more than six month's total housing expense reserves**.

For purposes of the HAP program, the following are considered assets in determining

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program eligibility:

A. Cash savings, marketable securities, stocks, bonds, and other forms of capital investments other than Individual Retirement Accounts, KEOGH plans, or other retirement vehicles.

B. Inheritances, cash lump sum insurance payments, settlements for personal property damage already received will be considered a household asset.

C. Any equity in real estate will be considered an asset.

D. Allowable assets will be the borrower's portions of the down payment and up to six months savings for monthly housing costs. The cash value of an asset is its market value minus reasonable expenses required to convert the asset to cash.

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3.9 BORROWER'S CONTRIBUTION

The borrower(s) must have buy-in and make a contribution toward the purchase. A minimum three-percent (3%) of the purchase price is required as a buyer contribution, one-percent (1%) of the contribution must be from the buyer's own funds. A maximum two-percent (2%) of the buyer's contribution may be gifted, supporting documentation will be required. The buyer's contribution may be applied toward the down payment and/or closing costs.

The buyer's contribution must be a cash contribution. The required one month's reserves discussed in Section 3.8 do not satisfy the buyer's contribution requirement.

3.10 OWNER OCCUPANCY REQUIREMENTS

The borrower(s) must occupy the residences within 21 days of closing, and continue to occupy, as long as the HAP loan exists, as his or her principal residence. Non-occupant co-borrowers are not permitted.

Borrowers may not rent, sell, assign or transfer the residence as long as the HAP loan exists on the property.

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SECTION 4: PROPERTY ELIGIBILITY AND HOME INSPECTION REQUIREMENTS

4.1 PROPERTY TYPES

Eligible homes must be:

Located within the **City of Moreno Valley**.

Existing single-family residence or condominium. Manufactured homes on individually owned parcels might qualify for assistance if they are on a permanent foundation. Preference will be given for foreclosure properties and others that have been vacant over 90 days. Properties with a pool/spa may be considered on case-by-case basis, subject to Loan Committee approval.

The property must be currently owner occupied by the seller, vacant or occupied by tenant buyer/borrower purchasing the home. The City will not pay relocation expenses for displaced tenants. The Seller's Affidavit requires the seller(s) to certify to the property's occupancy status.

Ineligible homes are:

New homes and mobile homes on rented spaces are not eligible.

4.2 MAXIMUM PURCHASE PRICE

The maximum purchase price cannot exceed **95%** of the Riverside County - FHA Single Family Mortgage Limit under 203(b) of the National Housing Act (12.U.S.C. 1709(b)) as determined by HUD. Effective May 29, 2007, the HAP maximum purchase price limit is **$362,790**. Although HUD has increased the 2008 limit, the city will continue to use the limit in effect in 2007.

(The CEDD Director reserves the right to adjust the maximum purchase price based upon market conditions).

4.3 PROPERTY VALUE

The lender must provide the City with a copy of the Appraisal Report with color pictures. A professional appraiser may only determine the property value, and the purchase price cannot exceed the appraised value.

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4.4 PROPERTY STANDARDS AND INSPECTION REQUIREMENTS

The home must be in sound condition and meet established City of Moreno Valley Housing Quality Standards. **(See the Housing Quality Standards Exhibit)**.

The City will require an inspection of the property performed by the City Inspector to ensure the property is eligible under the HAP Program. **City staff will contact the lender to schedule the inspection within five (5) business days from receipt and review of a completed HAP Reservation Request Package**. Generally, the inspection will be conducted within 10 business days from the date of the City's issuance of a Reservation Confirmation; however, increased volume may extend the time period.

Note: Inspections are **not** conducted on Fridays.

The City inspection will include an assessment for lead-based paint for all properties built in or before 1978. The inspection may determine that additional testing and possible abatement may be required due to the age of the property and the condition of the paint. **The HAP Loan Submission Package must include the original City form, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards," executed the borrower, seller and listing agent.**

After the City Inspector performs the inspection, and if it is determined that repairs are necessary before the property is HAP program eligible, City staff will prepare an **"Inspection Results Report,"** identifying any deficiency items. The report will be distributed to the lender, borrower, seller and agents.

The seller must complete and return the original Acknowledgement Section of the "Inspection Results Report" to the City, which advises the City of the seller's intention regarding completion of the required repairs. Fax copies are acceptable. **It is the City's recommendation that the seller does not begin the repairs until after the lender submits the HAP Loan Submission Package *and* the Loan Committee approves the borrower(s)**.

In the event that the seller elects to not make repairs that are not merely cosmetic in nature the property would **not** be eligible under the HAP program.

After the seller completes the repairs, the lender must contact the City to schedule a re-inspection of the property. The HAP loan cannot close until all repairs are completed and the City Inspector authorizes clearance.

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SECTION 5: HAP APPLICATION PROCESSING AND CLOSING REQUIREMENTS

Lenders must adhere to the HAP processing time frame, and promptly notify the City in writing of any HAP cancellations and/or requests for commitment extensions.

The HAP processing procedures are designed to coincide with standard mortgage loan processing and underwriting procedures that are in place at most mortgage lending institutions. Recognizing there are procedural variations among the participating lenders, the procedures outlined here are meant to serve as guidelines with respect to the sequence of events. However, the City, lender, real estate agent, borrower, escrow, and title companies must at some point complete all the elements of the processing sequence outlined in this manual regardless of sequence.

5.1 LOAN ORIGINATION

1. Borrower applies for the HAP loan with an approved HAP participating lender in conjunction with the first mortgage loan.
2. The lender discusses the program parameters with the borrower and determines that the borrower is an eligible candidate for HAP based on income, prior home ownership and other borrower eligibility factors as referenced in the Borrower Eligibility Section, and the purchase transaction meets the HAP guidelines.
3. The lender and borrower complete the HAP documents that include specific certifications as required by the HAP Program, Federal and/or State regulations and requirements. **(See the Exhibits Section.)**
4. Lender submits Reservation Request Package to the City. **(See Section 5.2 Request for Reservation of HAP Funds below.)**
5. Lender performs standard underwriting procedures and determines that the borrower qualifies for a first mortgage.

5.2 REQUEST FOR RESERVATION OF HAP FUNDS (MINIMUM OF 45 DAYS BEFORE ESTIMATED CLOSE OF ESCROW)

RESERVATION REQUEST WILL BE PROCESSED IN THE DATE AND TIME ORDER RECEIVED – NO EXCEPTIONS. IF A RESERVATION REQUEST PACKAGE IS INCOMPLETE, THE RESERVATION REQUEST WILL BE DECLINED, AND THE LENDER WILL BE REQUIRED TO SUBMIT A NEW RESERVATION REQUEST PACKAGE.

1. The lender submits the Reservation Request Package to the City a minimum of 45 days before the estimated close of escrow date. **(See the HAP Reservation Request Form in the Exhibits Section.)** The Reservation Request Package may be submitted by way of fax; however, applicable original HAP documents must be included in the HAP Loan Submission Package (Approval Phase).

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5.2 REQUEST FOR RESERVATION OF HAP FUNDS AND PROCESSING CONTINUED…

2. City staff will review the Reservation Request Package within three (3) business days from the receipt date for completeness, consistency, accuracy, and compliance with the HAP loan eligibility requirements regarding the borrower, the property, and the financing structure of the transaction.
3. If the Reservation Request Package is complete, the City will forward a Reservation Confirmation to the lender within the 5 business day period and schedule the property inspection. **(See the Property Eligibility Section for inspection details.)**

   IF A RESERVATION REQUEST PACKAGE IS INCOMPLETE, THE RESERVATION REQUEST WILL BE DECLINED, AND THE LENDER WILL BE REQUIRED TO SUBMIT A NEW RESERVATION REQUEST PACKAGE.

   Note: the reservation confirmation letter is not a loan approval.
4. The reservation will expire in 45 days. If the lender does not submit the HAP Loan Submission Package (Approval Phase) within 45 days from the reservation confirmation date, the City will cancel the reservation request.

5.3 REQUEST FOR HAP LOAN APPROVAL (MINIMUM OF 30 DAYS BEFORE ESTIMATED CLOSE OF ESCROW)

The lender submits the HAP Loan Submission Package (Approval Phase) to the City a **minimum of 30 days before the estimated close of escrow date**. **(See HAP Loan Submission Checklist (Approval Phase) in the Exhibits Section.)**

1. City staff will review the HAP Loan Submission Package within 10 business days from the receipt date for completeness, consistency, accuracy, and compliance with the HAP loan eligibility requirements regarding the borrower, the property, and financing structure of the transaction.
2. If the package is complete and the borrower(s), the property, and the purchase transaction meet the HAP eligibility guidelines, staff will prepare the file for submission to the Loan Committee at the next available meeting.
3. The Loan Committee meets regularly on the **1st and 3rd Wednesday of each month.** On occasion, it may be necessary to reschedule the meeting due to holiday or staff schedules. A HAP Loan Submission Package must be received a minimum of seven (7) days before the Loan Committee meeting date. If not, it will be presented on the next scheduled meeting date. Please plan accordingly.

   If the HAP Loan Submission Package (Approval Phase) is not complete, the City will suspend the HAP reservation request and/or the incomplete file will be returned to the lender. All suspense items must be received a minimum of seven (7) days before the next Loan Committee meeting date. If the suspense items are not

MV00105137

received in sufficient time for staff review, staff will not submit the loan until the next scheduled meeting. (Continued on next page.)

5.3 REQUEST FOR HAP LOAN APPROVAL CONTINUED…

4. Upon approval/declination, the City will prepare and fax a Approval/Declination Letter to the Lender. The approval is valid for a period of 60 days. The Housing Program Coordinator may grant a 30-day extension, if requested, in writing by the lender. The "approval" shall be contingent on approval of the first mortgage, compliance with all program criteria, and HAP compliance loan conditions.

5.4 HAP LOAN CLOSING CONDITIONS AND PRE-FUNDING REQUIREMENTS (MINIMUM OF 10 BUSINESS DAYS BEFORE CLOSE OF ESCROW)

STANDARD HAP CLOSING CONDITIONS:

1. **Reminder** – the HAP funds are limited for use as down payment assistance only.
2. **DO NOT pad closing cost**. The borrower cannot receive any cash back at closing. The closing agent must return all refunds/overages due to the borrower(s) after closing to the City for principal reduction of the HAP loan along with a copy of the final HUD-1 Settlement Statement.
3. **Hazard Insurance Coverage** – Hazard Insurance cover must include the HAP loan and list the City as the second lien holder/mortgagee on the Declaration of Insurance. The City must review to the Declaration of Insurance before the release of funds to the closing agent.

   The City's Loss Payee is:

   The City of Moreno Valley, The Community Redevelopment Agency, and The Community Service District
   Its Successors and/or Assigns

   Address:
   City of Moreno Valley
   Attention: Neighborhood Preservation Division
   P.O. Box 88005
   City of Moreno Valley, CA 92552-0805

4. **Title Insurance:** A separate Limited Title Insurance policy is required for the HAP loan and the fee collect from the borrower at closing. The City must receive a final Title Policy referencing the following:

   The City of Moreno Valley and The Community Redevelopment Agency, Its

MV00105138

Successors and/or Assigns

5. **Estimated HUD-1:** Closing Agent to provide the City with a certified copy of Estimated HUD-1 prior to funding for review.

SECTION 5: HAP APPLICATION PROCESSING AND CLOSING REQUIREMENTS CONTINUED…

5.5 PRE-CLOSING PROCESSES
(MINIMUM OF 10 BUSINESS DAYS BEFORE CLOSE OF ESCROW)

The City prepares the loan documents listed below and a Pre-funding Closing Instructions letter to the closing agent listing the HAP standard conditions as referenced above, and any other "Prior to Funding Conditions," if applicable. The City will contact the lender to schedule pickup.

The Closing Documents Include:

☑ HAP Deed of Trust and Assignments of Rent
☑ HAP Promissory Note (HOME or RDA)
☑ Final Equity Share Disclosure
☑ HOME Funds Disclosure, if HOME Funds are applicable
☑ Truth-In-Lending Disclosure Statement
☑ 4506 or 8821-Tax Information Authorization

NOTE: THE CITY ATTORNEY AND CITY MANAGER MUST SIGN THE DEED OF TRUST. THEY WILL ONLY SIGN IT AFTER THE BORROWER(S) HAS EXECUTED THE DOCUMENT.

5.6 FUNDING PROCESSES
(MINIMUM OF 5-7 BUSINESS DAYS BEFORE FUNDING)

After the borrower executes the HAP loan documents and obtains Hazard Insurance, the Closing Agent must return the following items to the City a minimum of 5-7 Business days before funding to facilitate review and execution of the Deed of Trust by the City Attorney and City Manager.

☑ HAP Deed of Trust and Assignments of Rent (ORIGINAL)
☑ HAP Promissory Note (HOME or RDA) (ORIGINAL)
☑ HOME Funds Disclosure, if applicable (ORIGINAL)
☑ Final Equity Share Disclosure (ORIGINAL)
☑ Truth-In-Lending Disclosure Statement (ORIGINAL)
☑ 4506 or 8821-Tax Information Authorization (ORIGINAL)
☑ First Mortgage Deed of Trust (COPY)
☑ First Mortgage Note (COPY)
☑ Declaration of Insurance referencing the City (COPY)
☑ Certified copy of Estimated Final HUD-1 (COPY)

MV00105139

After the City reviews the Closing Package documents, and the Deed of Trust signed by the City Attorney and City Manager, staff schedules pick up of the HAP Deed of Trust with the closing agent for recordation, and issues wire transfer authorization of the HAP funds.

SECTION 5: HAP APPLICATION PROCESSING AND CLOSING REQUIREMENTS CONTINUED…

5.7 AFTER FUNDING PROCESSES

The closing agent provides the City with a certified copy of the Final HUD-1 Settlement Statement, and a check for any cash proceeds/overages for HAP loan principal balance reduction, if applicable, two weeks after closing.

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SECTION 6: MISCELLANEOUS INFORMATION AND ADMINISTRATION PROCESSES

6.1 CANCELLATION AND COMMITMENT EXPIRATIONS

In a situation where the borrower or seller makes the decision to cancel the purchase transaction, written notice must be given to the City before the expiration of the Reservation Commitment or the Approval Commitment. The notice must include the reason(s) for the cancellation and be signed by both the Lender and the Borrower.

Before the Commitment has expired, the Lender must either: (1) submit the closing package; (2) submit a written request for a 30-day extension; or, (3) submit a notice of cancellation as described above.

6.2 REVOCATIONS

Automatic revocation occurs when the residence for which a HAP loan was issued ceases to be the borrower's principal residence; the HAP loan will become due and payable.

Automatic revocation occurs when the original loan/first mortgage is refinanced, unless the City of Moreno Valley has approved a Streamline Refinance loan for which no cash is taken out by the borrower during the transaction.

Revocation will occur upon discovery by the City or a participating Lender of any material misstatement, whether negligent or fraudulent. If the HAP loan is revoked, it is immediately due and payable.

6.3 TRANSFERRING HAP APPLICATIONS TO ANOTHER LENDER

If a Borrower has a pending HAP Reservation Commitment or Approval Commitment, and decides to change from one participating lender to another, the City will honor the original expiration date as long as all other conditions are unchanged and the new lender verifies the commitment documents and provides updated HAP forms accordingly. The transfer will be acceptable to the City only after written notification from the borrower is received.

6.4 CHANGING PROPERTIES DURING THE HAP APPLICATION PROCESS

Should the borrower elect to change properties, which could be the result of the seller's cancellation or the property's failure to meet the City of Moreno Valley Housing quality Standards, the reservation, and/or commitment is no longer valid. If the borrower finds a replacement property, a new application for reservation and commitment is required and is subject to the availability of funds.

6.5 POST AUDIT

The City or its assignee retains the express authority to perform annual random case post audits of participating lender records.

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SECTION 7: LENDER ELIGIBILITY

7.1 LENDER ELIGIBILITY

The HAP is available to **direct lenders only.** Brokers are not eligible for designation as an approved participating lender (hereinafter called "lender"); however, they may enter into arrangements with an approved participating lender to process HAP applications. The participating lenders will remain responsible for all submittals and correspondence.

All lenders who wish to participate in the HAP must be enrolled in the program, maintain an active status, and meet the following requirements:

1. Lender must have a Corporate License to make first mortgage loans in the State of California;
2. Sign a Lender Participation Agreement and provide copy of Corporate Resolution for signature authority;
3. Each approved branch must obtain a City of Moreno Valley Business License;
4. Require all personnel involved with the HAP to attend a HAP training session;
5. Provide the HAP Manual and the Handbook to all HAP processors;
6. Complete the Lender's Certification for each HAP loan submission perform in accordance with Lender Participation Agreement and the HAP Program Procedures Manual
7. Certify that borrower meets all HAP loan criteria;
8. Cooperate with the City in providing the best possible service to the City's homebuyers;
9. Designate contact person(s) for the program; and
10. Ensure the borrower(s) attend homebuyer education and counseling as soon as the completed application submission package is received by the City.

7.2 LENDER REMOVAL

The Community & Economic Development Department (CEDD) may suspend or remove participating lenders from the Homebuyer Assistance Program in accordance with the terms of the Lender Participation Agreement. Lender may be suspended or removed from the HAP Program based on, but not limited to, the following violations:

1. Failure to follow the HAP Guidelines, as described in this manual and periodic Lender Bulletins.
2. Failure to submit all outstanding documentation within fifteen days of scheduled loan closing.
3. Withholding information that would result in borrower or property disqualification from the program.
4. Negligent or fraudulent misstatements or actions in regard to the Program.
5. Failure to conduct reasonable verification of borrower qualifications for the Program.
6. Failure to maintain complete borrower record for a minimum of seven (7) years after loan closing.

MV00105142

SECTION 8: LOAN MANAGEMENT AFTER CLOSING

8.1 MANAGING AGENCY

The City of Moreno Valley Redevelopment Agency is the appointed trustee for all loans made through the Homebuyer Assistance Program. Forward correspondence to:

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Telephone: 951.413.3450
Fax: 951.413.3459

8.2 RECONVEYANCE OF HAP LOAN

When the assisted property is sold or other circumstances occur requiring loan pay-off, the City of Moreno Valley will calculate the pay-off amount and issue a pay-off demand. Upon receipt of the pay-off funds, the City will complete and submit a Deed of Reconveyance to the Riverside County Recorder's office for recordation.

MV00105143

SECTION 9: LOAN DEFINITIONS

Affidavit: An affidavit filed in connection with the program made under oath and subject to penalties of perjury.

Affordable Housing Cost: Section 6920 of Title 25 of the California Code of Regulations defines the affordable housing cost to include the following:

- Principal and interest (first mortgage)
- Property Taxes and Assessments
- Homeowners' Association (HOA) Dues
- Hazard Insurance (if not included in HOA)
- Mortgage Insurance Premium
- Utility Allowance*: including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels
- Maintenance and Repair Allowance

Approved Lender: A lender that has been approved by the City to participate in the HAP Program. To participate in the HAP Program, a Lender must: (1) attend the HAP Training session; (2) Sign the Lender Participation Agreement and designate a contact person; and (3) Obtain a City of Moreno Valley Business License.

Assets: A cash or non-cash item that can be converted to cash. Assets exclude personal property. Cash assets at closing cannot exceed six (6) months monthly housing payment (PITI).

Borrower(s): Any person(s) who applies for a HAP loan.

Borrower's Contribution: A cash contribution made by the borrower(s) equal to or greater than three-percent of the purchase price of which one-percent of the contribution must be from borrower(s') own funds.

Commitment: Issued by the City of Moreno Valley based on Loan Committee's approval and are valid for 60 days.

Displaced Homemaker: An individual who, (1) is an adult; (2) has not worked full-time, or worked a full-year in the labor force, but has during such years, worked primarily without remuneration to care for the home and family; and (3) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. For the purpose of the HAP, a displaced homemaker may be eligible to apply for a loan providing that the ownership was previously held with a spouse, as joint tenants.

Eligible Borrower: Any person meeting the criteria of an eligible borrower set forth in this manual that is in the process of securing financing for the purchase of a Principal Residence. Also referred to as "borrower(s)."

MV00105144

Eligible Dwelling:	Residential real property located in the City that is an existing home which has been previously occupied, designed as a residential unit for one household and which meets the City of Moreno Housing Quality Standards and the criteria set forth in this manual
Existing Home:	Resale home.
HAP:	Homebuyer Assistance Program of the City of Moreno Valley.
HAP Funds Usage:	The HAP funds usage may be used for down payment assistance and/or reasonable closing costs, based upon need and subject to City approval.
Income (Eligibility):	The total gross household income for all borrowers and adults residing in the household that anticipates receiving income during the 12-month period. All income derived from any source as stated in income definitions (See Section 3.4).
Income – Extremely Low (RDA §50106):	30 percent of area median income adjusted for family size.
Income – Very Low (RDA §50105):	50 percent of area median income adjusted for family size.
Income – Lower (RDA §50105):	80 percent of area median income adjusted for family size.
Income - Moderate (RDA §50093):	Households with income at or below 120% of the median income for the area. Maximum income allowed under the HAP of the City of Moreno Valley.
Income – Low (HOME):	Households with income below 80% of the median income for the area.
Interest Recurring:	Lenders usually require borrowers to pay at settlement the interest that accrues on the mortgage from the date of settlement to the beginning of the period covered by the first monthly payment.
Lender:	A direct lender (financial institution) that is licensed by the State, and has met all of the requirements set forth in this manual. (See Section 7.1).
Loan:	An extension of credit provided to an Eligible Borrower to finance the purchase of an Eligible Dwelling which meets the City requirements set forth in this manual.
Non-recurring Closing Costs:	One-time fees and expenses paid at the time of closing. **The HAP funds may be used toward the payment of reasonable closing costs and is subject to City approval.**

Ownership: Any of the following interests in residential real property:

- Fee simple interest
- Joint tenancy
- Tenancy in common
- Interest of a tenant-shareholder in a cooperative
- Life estate
- Interest held in trust for the Borrower that would constitute a present ownership interest if held by the Borrower

Participating Lender: See Lender Eligibility Section 7.

Principal Residence: A single-family house; or any manufactured home (including a mobile home) as defined under Federal law which is of a type customarily used at a location and which sits on a permanent foundation. The borrower must expect to occupy the property as their Principal Residence.

Property Standard: The minimum standards to meet all applicable City of Moreno Valley Housing Quality Standards.

Property Value: The value of the eligible property as determined by a certified appraisal. The property value, not the purchase price, shall not exceed 95% of the area median purchase price for the house, as annually determined by the United States Department of Housing and Urban Development (HUD).

Purchase Price: The cost of acquiring the residence excluding usual and reasonable settlement or finance cost. The purchase price cannot exceed 95% of the Riverside County Single Family Mortgage Limits under 203(b) of the National Housing Act (12 U.S.C. 1709(b)) as determined annually by the United States Department of Housing and Urban Development (HUD).

Related Person: A related person, as that term is defined under the Internal Revenue Code and applicable regulations.

Recurring Closing Costs: Also known as "pre-paids." Means annual renewal fees such as property taxes, insurance and MIP. **The HAP funds may be used toward the payment of reasonable closing costs and is subject to City approval.**

Single Parent: An individual who is (1) unmarried or legally separated from a spouse; and (2) has one or more minor children for whom the individual has custody or joint custody of, or is pregnant. For the purpose of the HAP, a single parent may be eligible to apply for a loan providing that the ownership was previously held as joint tenancy.

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SECTION 10: HAP EXHIBITS LIST

	Form Name	Number of Pages	Revision Date
1.	HAP010-Reservation Request Form	1 Page	07/01/08
2.	HAP011A-Reservation Confirmation (Sample)	1 Page	07/01/08
3.	HAP012-Loan Submission Checklist (Approval Phase)	1 Page	07/01/08
4.	HAP013-Contact Information Sheet	2 Pages	07/01/08
5.	HAP014-Lender's Affidavit	2 Pages	07/01/08
6.	HAP015-Borrower's Affidavit	3 Pages	07/01/08
7.	HAP016-Upfront Equity Share Disclosure	1 Page	07/01/08
8.	HAP017-Income Worksheet & Instructions	2 Pages	07/01/08
9.	HAP018-Non-Filing of Tax Returns Affidavit	1 Page	12/27/07
10.	HAP019-Declaration of Income	1 Page	12/27/07
11.	HAP020-Seller's Affidavit	1 Page	07/01/08
12.	HAP021-Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards	1 Page	06/05/02
13.	HAP022-Protect Your Family From Lead in Your Home (HUD Booklet)	16 Pages	9/01
14.	HAP024-Housing Quality Standards	5 Pages	6/04/02
15.	HAP025-Affordable Housing Cost Limit Worksheet	2 Pages	07/01/09

MV00105147

MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

City of Moreno Valley
Community & Economic Development

MEMORANDUM

To: Mayor and City Council

Henry Garcia, City Manager

Jane Halstead, City Clerk

From: Barry Foster, Community and Economic Development Director

Date: May 10, 2011

Subject: Public Hearing to Adopt the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program Annual Action Plan for Fiscal Year 2011/12

The above referenced item is scheduled as a Public Hearing item.

The Department of Housing and Urban Development (HUD) issues funding allocations for Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program. However, *as of today*, HUD had not yet released the City's FY 2011/12 grant allocation. Instead of final allocations HUD released *updated estimates* and asked cities use the new figures in their Action Plans. HUD has indicated that the figures are the best figures available at this time. A timeline for release of the final allocations hasn't been established. However, Action Plans must be submitted to HUD by May 13.

Since the release of the Agenda packet, HUD has informed the City that the *estimate* for the City's allocation has changed slightly and will be reduced by 16.63% rather than the original estimate of 16.5% and HOME will be reduced only by 11.7% rather than the original estimate of 16.5%. Below are the revised CDBG and HOME handouts. Additionally, Attachment E has been updated to reflect the revised funding allocations.

ESTIMATED CDBG PROGRAM BUDGET

Funding Category	***Funding Allocation***
2011/12 CDBG Estimated Allocation	$1,618,666
Project Savings (previous year(s)	$333,690
TOTAL AVAILABLE CDBG FUNDS	$1,952,356
Program Administration (20% maximum of annual grant)	$323,733
Public Social Services (15% maximum of annual grant)	$242,799
Public Facilities & Improvements	$650,000
Rehabilitation	$10,000
Code Enforcement	$285,208
Economic Development	$440,616
TOTAL PLANNED CDBG BUDGET	$1,952,356

ESTIMATED HOME PROGRAM BUDGET

Funding Category	***Funding Allocation***
2011/12 HOME Estimated Allocation	$588,314
Funds available under the Multi-Family Housing project account	$1,000,000
TOTAL AVAILABLE HOME FUNDS	**$1,588,314**
Program Administration (maximum 10% of allocation)	$58,831
FY 11/12 CHDO (required 15% of allocation)	$88,247
Mobile Home Grant Program (MHGP)	$100,000
Home Improvement Loan Program (HILP)	$250,000
Hemlock Family Apartments	$1,000,000
TOTAL PLANNED HOME BUDGET	**$1,497,078**

ATTACHMENT E - CDBG PROPOSED PROGRAMS

CDBG - FY 2011/12 - Total Anticipated Funding $1,618,666 plus project savings of $333,690* = $1,952,356

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation
A.	ADMINISTRATION (20% CAP - $323,733)				
0	Administrative Staffing	$338,869		$293,733	
1	Fair Housing Council of Riverside County - Fair Housing Program	$49,453		$30,000	
	Subtotal	$388,322		$323,733	
B.	PUBLIC SERVICES (15% CAP - $242,799)				
2	Community Foreclosure Prevention Workshops	$44,000	$30,000	$28,500	
3	Community Assistance Program (CAP) Food Program	$30,600	$34,220	$29,070	
4	Friends of the Moreno Valley Senior Center (MoVan) Transportation	$30,000	$30,000	$28,500	
5	Problem Orienting Community Policing (POP) Team	$28,241	na	$0	
6	Fair Housing Council of Riv County - Foreclosure Prevention Program	$25,000	$25,000	$21,079	
7	Fair Housing Council of Riv County - Landlord Tenant Mediation Program	na	$15,000	$14,250	
8	Lutheran Social Services (MARB) Homeless Shelter	$15,000	$21,104	$14,250	
9	Path of Life Transitional Family Shelter (MARB)	$15,000	$30,000	$14,250	
10	PW Enhancement Center - Emergency Services Outreach	$15,000	$32,000	$14,250	
11	Neighborhood Clean-ups	$15,000	$15,000	$14,250	
12	Assistance League/Operation School Bell - Clothes/School Supplies	$10,000	$15,000	$9,500	
13	CASA for Riverside County Foster Youth Program	$10,000	$32,535	$9,500	
14	God's Helping Hand Ministries - Food Bank	$9,000	$10,000	$8,550	
15	Operation Safehouse Shelter for Youth	$8,000	$8,000	$7,600	
16	Alternatives to Domestic Violence Emergency Shelter & Services	$7,500	$15,000	$7,125	
17	Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$7,500	$7,500	$7,125	
18	Moreno Valley Community Educators - Tutoring Program	$6,400	na	$0	
19	ARC of Riverside - Disabled Adult Day Care Facility	$5,000	$20,000	$5,000	
20	Salvation Army -Food Program	$5,000	$10,900	$5,000	
21	Catholic Charities - Case Worker	na	$35,000	$0	
22	MVUSD High School Intervention Program	na	$10,500	$0	
23	Smooth Transition Literacy/Job Readiness/Life Skills Trng.	na	$48,872	$0	
24	CVHC - Afterschool/Computer Program	na	$10,000	$0	
25	ReNu Hope Foundation - Pre School Bldg. Improvements	na	$19,413	$0	
26	Volunteer Ctr. '211' Telephone Referral Service	$5,000	$20,000	$5,000	
27	Volunteer Ctr. Rent Gaurantee Program	na	$63,000	$0	
28	Alpha & Assoc. - Reclaiming Youth Intervention Program	na	$50,000	$0	
29	MCL Music Changing Lives - Youth Intervention/Music Program	na	$150,000	$0	
30	Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	$50,000	$0	
31	Leading Our World - Help the Streets Outreach Program	na	$1,105,000	$0	
	Subtotal	$291,241	$1,913,044	$242,799	
C.	PUBLIC FACILITIES & IMPROVEMENTS				
32	Street Improvement Project	na	$650,000	$650,000	
	Subtotal	$0	$650,000	$650,000	
D.	REHABILITATION				
33	Habitat for Humanity	$10,000	$10,000	$10,000	
	Subtotal	$10,000	$10,000	$10,000	
E.	CODE ENFORCEMENT				
34	Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390	$192,604	$192,604	
35	Code Enforcement - Foreclosure 'Strike Team'	$103,017	$92,604	$92,604	
	Subtotal	$366,407	$285,208	$285,208	
F	ECONOMIC DEVELOPMENT				
37	MV New Business Incentive Program	$540,000	$525,000	$195,616	
38	Employment Resource Center	$145,641	$145,000	$145,000	
40	Youth Opportunity Center	$50,000	$25,000	$25,000	
41	Family Service Assoc. Meal Program Facilities	$50,000	$50,000	$25,000	
42	Small Business Development Center	$50,000	$50,000	$50,000	
	Subtotal	$835,641	$795,000	$440,616	
	GRAND TOTAL	$1,891,611	$3,643,252	$1,952,356	

※ New applicants ※ Organization serving homeless population ※ Recommended funding changes over previous year

* Anticipated funding based on 16.63% reducation of last years actual allocation + past years project savings of $333,690. BY LAW Project savings CANNOT be applied to Public Services. Public Services are capped at 15% of annual grant.

MV00105152

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Department Director

AGENDA DATE: May 10, 2011

TITLE: PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to provide the public with an opportunity to comment on the proposed 2011/12 Annual Action Plan and,
2. Approve the proposed 2011/12 Annual Action Plan.

BACKGROUND

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley for use in programs that provide decent housing and/or expand employment opportunities for low-to-moderate income persons (see Attachment A for the 2010 Income Limit table). These grants are known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

Grants are provided on an annual basis to Entitlement Cities (eligible, selected cities with a population exceeding 50,000), with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas. Moreno Valley has been classified by HUD as an Entitlement City since 1988.

In accordance with HUD requirements, CDBG Target Areas must be established so that Entitlement Cities may concentrate their programs in areas determined to contain at least 51% of residents earning low-to-moderate incomes. For a map of the CDBG Target Areas see Attachment B.

HUD requires Entitlement Cities (such as Moreno Valley) to prepare a Consolidated Plan that directs CDBG activities for a five year period. FY 2011/12 marks the fourth year of the City's FY 2008-2013 Consolidated Plan. Entitlement Cities also adopt Annual Action Plan updates of the Consolidated Plan each year. The Annual Action Plan more specifically identifies the activities for which the City will allocate both CDBG and HOME funds for the upcoming program year. This staff report requests that the City Council conduct a Public Hearing to review and adopt the Annual Action Plan for FY 2011/12, which must be received by HUD no later than May 13, 2011.

Eligible CDBG grant activities can range from social services to capital improvements to economic development programs. HOME funds must be used toward the development of affordable housing projects. Attachment C details eligible and ineligible activities for both programs.

In past years, the City of Moreno Valley has used CDBG to fund a variety of eligible programs including capital improvement projects, code enforcement activities, social service programs, and economic development programs. CDBG regulations allow Entitlement Cities to dedicate up to a maximum 15% of their annual CDBG allocation to the provision of social services. Social services can include but are not limited to the following:

- Homeless and Emergency services,
- Programs for elderly, disabled, or youth,
- Public safety/crime prevention services, or
- Specialized counseling and treatment.

Social services can be provided directly by the Entitlement City or CDBG social service funds can be granted to certified non-profit organizations (known as sub-recipients) to provide the desired services or programs.

DISCUSSION

At the City Council meeting of March 22, 2011, staff proposed awards for subrecipients based on an estimated budget which called for a 7.5% reduction from last year. At this present time HUD still **has not** released the actual grant allocations. However, HUD has contacted local communities, including Moreno Valley, to advise of even steeper federal funding cuts affecting CDBG allocations. The City was told to expect an approximate 16.5% funding decrease from the previous year instead of the 7.5% decrease that was previously indicated and used to form the budget recommendations reviewed by Council on March 22nd. Based on this new information, the CDBG allocation for FY 2011/12 is estimated at $1,621,245 (this represents a 16.5% decrease from last year).

Attachment D is the proposed Annual Action Plan for Fiscal Year 2011/12. The Annual Action Plan details the specific projects and (estimated) allocated funding for the upcoming

program year. In conformance with HUD requirements, the Annual Action Plan was made available for a 30-day public review from March 29, 2011 through April 29, 2011. To date, there have been public comments received at meetings. These are incorporated in the Action Plan as an attachment. The following tables detail the revised funding allocations. These allocations are included in the Annual Action Plan.

2011/12 CDBG PROGRAMS AND BUDGET

The goal of the CDBG Program is to respond to the needs of low and moderate income persons and neighborhoods. The CDBG program administration is subject to a cap of 20% of the total CDBG allocation. In addition, CDBG social service activities are capped at 15% of the total allocation. The anticipated budget and funding allocations are shown in the following tables.

CDBG PROGRAM BUDGET

Funding Category	*Funding Allocation*
2011/12 CDBG Allocation	$1,621,245
Project Savings (previous year(s)	$412,830
TOTAL AVAILABLE CDBG FUNDS	$2,034,075
Program Administration (20% maximum of annual grant)	$324,249
Public Social Services (15% maximum of annual grant)	$243,186
Public Facilities & Improvements*	$650,000
Rehabilitation	$10,000
Code Enforcement	$366,407
Economic Development	$440,987
TOTAL PLANNED CDBG BUDGET	$2,034,071

* Project shall utilize $350,000 from 2011/12 CDBG allocation plus $300,000 in past year savings.

1) CDBG PROGRAM ADMINISTRATION

HUD limits program administration costs to twenty percent (20%) of the annual CDBG allocation. The FY 2011/12 cap for program administration is estimated to be $324,249. Funding under this category provides for program management by Economic Development Department staff and Fair Housing Services (required by HUD). The Fair Housing Services are free to the public and include: community education on fair housing rights and responsibilities and investigation of public complaints and discriminatory practices.

2) SOCIAL SERVICES

Social services are subject to a fifteen percent (15%) maximum limit of the annual CDBG allocation. Since the March 22nd public hearing, HUD has advised of even steeper federal funding cuts affecting CDBG allocations to local communities, and the City was asked to anticipate a 16.5% funding decrease from the previous year instead of the 7.5% as originally indicated. The City is now required to adjust the social service budget as proposed on March 22nd by $26,212 to accommodate the reduction. Due to less funding, Staff is proposing that:

- there be no new social service programs funded in FY 2011\12[1],
- all existing public service programs that were approved to continue as FY 2011\12 'subrecipients' have the proposed budget allocations trimmed by 5% (i.e., with the exception of programs funded at $5,000 which per adopted local policy, represents the minimum grant amount the City can extend).

This will allow the City to meet the mandatory cap of 15% toward public social services without having to eliminate any valuable service programs.

FY 2011/12 recommendations encompass a wide range of programs and services including: 1) public safety services; 2) emergency and transitional shelter for homeless families; 3) youth services; 4) emergency food distribution; and 5) youth career development programs. The projects listed in Attachment E reflect the community priorities adopted by the City Council on December 14, 2010 and programs the City Council approved for funding at the March 22, 2011 Public Hearing.

3) PUBLIC FACILITIES & IMPROVEMENTS

The City is proposing to provide funding toward the construction of a much needed sidewalk and street widening project in Central Sunnymead. The project will improve Dracaea Street from Perris Boulevard to Patricia Street. The intent is to improve pedestrian access ways to area schools such as Butterfield Elementary and March Mountain High School, as well as provide safer access to bus stops, and local businesses along Perris Boulevard.

4) REHABILITATION

CDBG regulations allow for specific housing rehabilitation activities. The dollars received under the CDBG allocation have enabled staff to recommend continued funding of the Habitat for Humanity 'Helping Hands' Mobile Home Rehabilitation Program. This program provides for the supplies and materials that volunteers shall use to help eligible low income households make exterior improvements to their mobile homes. The program was designed to provide assistance mainly to elderly or disabled persons whom are unable to maintain the exterior of their property and are facing penalties that could lead to eviction. Staff feels this program will assist to

[1] Only one new agency had been recommended for FY 2011/12 at the March 22, 2011 Public Hearing.

supplement the City's existing Mobile Home Grant Program by relieving it of having to subsidize less critical exterior repairs (which are often general clean-up or cosmetic) and instead focus grant dollars on the more expensive code related improvements.

5) CODE ENFORCEMENT

City code enforcement is an important service partially funded by CDBG. The Code Compliance officers provide proactive code compliance within the CDBG-designated Target Areas. Staff is recommending maintaining general Code Enforcement and the 'Foreclosure Strike Team' at its current funding level to allow continued foreclosure enforcement efforts on bank-owned properties.

6) ECONOMIC DEVELOPMENT

a. Small Business Counseling Services

Funding is recommended for Small Business Counseling Services. The Inland Empire Small Business Development Center (SBDC) provides one-on-one counseling services, workshops\seminars, and more free of charge to Moreno Valley businesses.

b. Employment Resource Annex

Continued funding is recommended for the Employment Resource Center. The Employment Resource Center is an office located in the Towngate Center where unemployed or under-employed Moreno Valley residents are able to utilize computers and other standard office equipment to access the internet to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment free of charge. The Center also partners with major employers either in or locating to the City to conduct employment recruitments. Due to demand, an expansion completed this past fiscal year. An additional 20 computers, classroom space, and career coaching services, were added to enhance the existing facility and allow it to serve more residents.

c. Moreno Valley New Business Incentive Program

Continued funding is recommended for the New Business Incentive Program intended to incentivize the attraction of businesses to Moreno Valley. HUD allows Entitlement Cities to use CDBG funds to assist private, for-profit businesses through loans, grants or interest subsidies, so long as the activity provides a public benefit, which in this case would be the creation of full-time permanent jobs (of which 51% are held by or made available to low and moderate income level persons) and the boosting of sales tax revenues. Several major retailers have utilized this program.

2011/12 HOME PROGRAMS AND ESTIMATED BUDGET

The City anticipates receiving a HOME program allocation of $556,600 in FY 2011/12. This is a 16.5% decrease from the previous year (actual TBD). In addition, there are monies accumulated from past years "Multi-Family Housing Fund" that will be used toward a new affordable housing project called the 'Hemlock Family Apartments'. This project would provide for 77 new, affordable units to residents at 50%-60% of the area median income.

The HOME Program generally funds city-sponsored programs and projects. Program administration has a cap of 10% of the total HOME allocation. In addition, a minimum of 15% of the funds must be used by a Community Housing Development Organization (CHDO) to increase the supply of affordable housing for low-income families.

The anticipated HOME budget and funding allocation is shown in the following table.

HOME PROGRAM BUDGET

Funding Category	*Funding Allocation*
2011/12 HOME Allocation	$556,600
Funds available under the Multi-Family Housing project account	$1,000,000
TOTAL AVAILABLE HOME FUNDS	**$1,556,600**
Program Administration (maximum 10% of allocation)	$55,660
FY 11/12 CHDO (required 15% of allocation)	$83,490
Mobile Home Grant Program (MHGP)	$100,000
Home Improvement Loan Program (HILP)	$250,000
Hemlock Family Apartments	$1,000,000
TOTAL ALLOCATION OF HOME FUNDS	**$1,489,150**

2011/12 RECOMMENDED HOME PROJECTS AND PROGRAMS

1) HOME PROGRAM ADMINISTRATION

Program Administration costs are subject to a ten (10%) cap. Grant funding under this category provides for project management by Economic Development staff.

2) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-A-SIDE

HUD mandates that a minimum of fifteen (15%) of HOME funds be allocated toward affordable housing projects to be undertaken by qualified CHDOs. Over FY 11/12

$83,490 must be allocated to CHDO-directed projects for potential affordable housing development. Staff will bring recommendations for CHDO allocation to the City Council later in the year.

ALTERNATIVES

Alternative 1 – Staff recommends that the City Council conduct a public hearing to provide the public with an opportunity to comment on the proposed Annual Action Plan and adopt the Annual Action Plan for Fiscal Year 2011/12. **Staff recommends this alternative.**

Alternative 2 – Do not approve the Annual Action Plan for Fiscal Year 2011/12. **Staff does not recommend this alternative because it would result in a failure to meet the HUD deadline for submission of this document.**

FISCAL IMPACT

Available CDBG funds for FY 2011/12 is expected to be about $2,034,075. These funds will provide funding for a variety of improvements and services. The available HOME funds will be approximately $1,556,600. These funds will provide funding for affordable housing projects. Together, the CDBG and HOME programs will afford a variety of affordable housing and neighborhood preservation efforts in Moreno Valley. The following represent the budgets for the two funds – CDBG and HOME.

Fund	Business Unit No/Name	Amounts
	CDBG Account	$2,034,075
285	73952 CDBG Administration	
289	73852 CDBG Programs	
285	74052 Code and Neighborhood Enforcement	
176	77110 - HOME	$1,556,600

The proposed program funding selections have NO impact on the City's General Fund. CDBG funding must be used for eligible activities in Target Areas that contain at least 51% of residents earning low to moderate incomes. Eligible programs or projects must meet one of three HUD national objectives, in accordance with City Council adopted community priorities.

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION

CDBG and HOME funds will enhance the City's ability to create a stable revenue base and fiscal policies that will support essential City improvements and services.

2. PUBLIC SAFETY

Many of the proposed CDBG and HOME projects and programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. POSITIVE ENVIRONMENT

A positive environment for the development of Moreno Valley's future will be created through a variety of community-based CDBG and HOME programs and projects.

4. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS

CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, Public Infrastructure Improvements and Housing Rehabilitation will help to preserve, rehabilitate and improve existing neighborhoods.

SUMMARY

HUD requires that grantee Entitlement Cities such as Moreno Valley, prepare an Annual Action Plan for the Community Development Block Program. The Annual Action Plan details the activities and projects the City will undertake in Fiscal Year 2011/12 using CDBG and HOME grant funds. The Annual Action Plan must be submitted to HUD no later than May 13, 2011.

The City Council established CDBG funding priorities at the December 14, 2010 meeting. At the March 22, 2011 Public Hearing, Council reviewed funding recommendations made by staff and the 2011 CDBG Technical Review Committee for the 2011/12 CDBG and HOME Programs. Staff now recommends that the City Council conduct a public hearing and approve the proposed 2011/12 Annual Action Plan for submittal to HUD.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on April 26, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A	2010 Income Limits
ATTACHMENT B	CDBG Target Area Map
ATTACHMENT C	Eligible/Ineligible Activities
ATTACHMENT D	Annual Action Plan for Fiscal Year 2011/12
ATTACHMENT E	CDBG Funding Allocations FY 2011/12

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Economic Development Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

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ATTACHMENT A

2010 INCOME LIMITS

Effective April 2, 2010 – Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low Income	50%	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
60% Limits (HOME)	60%	$27,300	$31,200	$35,100	$39,000	$42,120	$45,240	$48,360	$51,480
Low Income	80%	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median Income	100%	$45,500	$52,000	$58,500	**$65,000**	$70,200	$75,400	$80,600	$85,800
Moderate Income	120%	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

City of Moreno Valley CDBG Target Areas

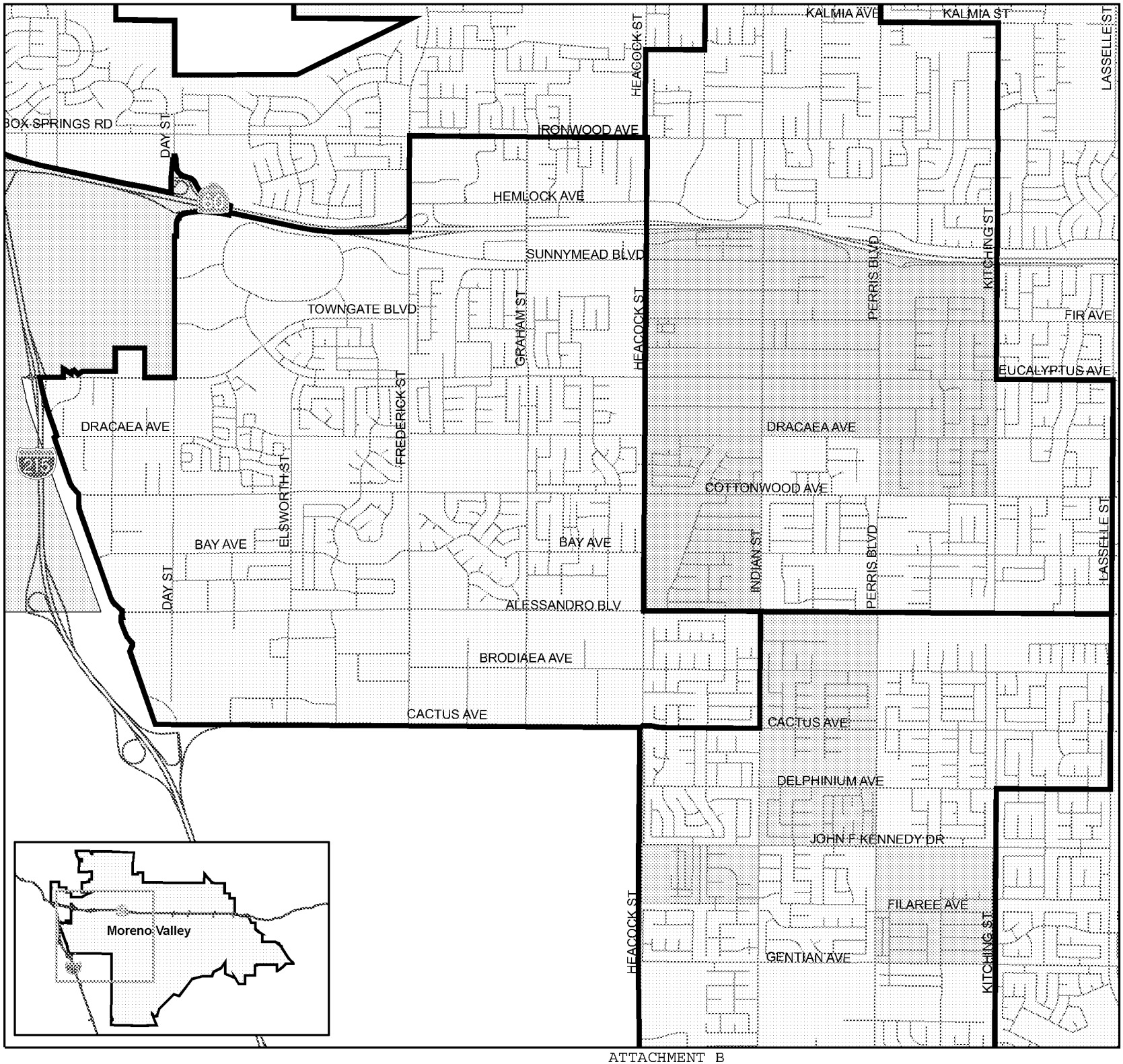

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

ATTACHMENT B

MV00105162

ATTACHMENT C

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

MV00105163

Eligible HOME Activities

- Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

MV00105164

MORENO VALLEY

WHERE DREAMS SOAR

Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME)

Annual Action Plan 2011-2012

July 1, 2011 through June 30, 2012

14177 Frederick Street, P.O. Box 88005, Moreno Valley, CA 92552-0805

ATTACHMENT D

CITY OF MORENO VALLEY

Richard A. Stewart
Mayor (District 2)

2011 City Council members

Jesse Molina
District 1 Councilmember

Robin Hastings
District 3 (Mayor Pro-tem)

Marcello Co
District 4 Councilmember

William H. Batey II
District 5 Councilmember

Henry Garcia
City Manager

Barry Foster
Economic Development Department Director

Michele Patterson
Redevelopment and Neighborhood Programs Administrator

Prepared By:

Isa Rojas, Management Analyst
Economic Development Department
Neighborhood Preservation Division

Phone: (951) 413-3450 Fax: (951) 413-3459

DUNS # 177134186

SECTION 1 – INTRODUCTION

The Economic Development Department is the lead agency in developing the Consolidated and Annual Action Plans for the City of Moreno Valley. The Annual Action Plan addresses the City's plan for use of Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Funds during the 2011/12 Fiscal Year from July 1, 2011 through June 30, 2012. The Annual Action Plan is based upon the approved 2008-2013 Consolidated Plan prepared for both programs. The Annual Action Plan facilitates the strategy outlined in the Consolidated Plan by addressing community needs through various mechanisms.

The Action Plan provides a basis for assessing performance. It outlines programs for the upcoming program year as well as the proposed accomplishments over the five-year period of the Consolidated Plan. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

The overall goals of the CDBG and HOME Programs, as included in the Consolidated Plan, are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded economic opportunities principally for low and moderate-income persons.

(1). *Decent housing* includes assisting homeless persons, retention of the affordable housing stock, increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income persons.

(2). A *suitable living environment* includes improving the safety and livability of neighborhoods, increasing access to quality public and private facilities and services, and the revitalization of deteriorating or deteriorated neighborhoods.

(3). *Expanded economic opportunities* includes job creation and retention, as well as establishment, stabilization and expansion of small businesses.

The primary means towards this end is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

MORENO VALLEY
WHERE DREAMS SOAR

SECTION 1 – INTRODUCTION
EXECUTIVE SUMMARY

CONSOLIDATED PLAN

Moreno Valley's Consolidated Plan is a comprehensive five-year strategy that addresses the use of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Grant funds to meet decent housing, suitable living environment, and expanded economic opportunity goals for low- and moderate-income city residents.

ANNUAL ACTION PLAN

The Annual Action Plan identifies specific projects, programs, and resources that will be implemented during the program year with CDBG and HOME Grant funds, consistent with the Consolidated Plan. In fiscal year 2011/12, the City of Moreno Valley will be receiving approximately $1,621,245 in new CDBG funds, and approximately $556,600 in HOME funds. These funds will be used to support housing and community development activities.

Activities meeting Consolidated Plan goals fit into one or more of the following strategies:

- Homeless Strategy
- Special Needs Strategy
- Housing/Fair Housing Strategy
- Community and Economic Development Strategy

For each strategy identified in the Consolidated Plan, a list of activities, resources available, and goals are provided for the upcoming program year.

The Action Plan also addresses other actions such as the anti-poverty strategy, institutional structure to carry out the activities, coordination with other agencies, public housing, a monitoring plan and plans for meeting underserved needs.

Additionally, as part of the grant requirements, a form application SF 424 is included as well as a Citizen Participation Plan, public comments received and required certifications by the City.

GEOGRAPHIC DISTRIBUTION & CDBG TARGET AREAS

Moreno Valley's CDBG Target Areas encompass some of the oldest areas in the city. The City's CDBG Target Areas generally include neighborhoods identified locally as Edgemont, Central Sunnymead, Eastgate, and Warner Ranch. Significant portions of the target areas lack adequate infrastructure such as curbs, gutters, street improvements, sidewalks, water and sewer lines, storm drains, and street lighting. The majority of proposed projects are distributed within the CDBG target areas, because these areas have the greatest concentrations of low-and moderate-income individuals. Other projects such as the Redevelopment (RDA) Agency's housing programs target low- and moderate-income individuals citywide.

SECTION 1 – INTRODUCTION
AVAILABLE RESOURCES

The City of Moreno Valley will utilize a variety of Federal, State, and local funding sources to achieve the community and housing priorities identified. Specific funding resources will be utilized based upon availability, opportunities, and constraints of each particular project or program.

The City is committed to utilizing each funding source to its highest and best use. Therefore, the City will leverage the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the plan are included under the Annual Action Plan Section.

The following includes a description of both the resources the City currently uses and those for which funding may be pursued.

Federal Resources

Community Development Block Grant Program (CDBG)

Moreno Valley receives an annual CDBG allocation to meet the following three broad national objectives:

- Benefit to low and moderate income households;
- Removal of slum or blight; or
- Meet urgent community needs.

Approximately 90% of the funding has been used to benefit persons of low and moderate income. Programs and projects funded generally include public services, code compliance activities, and economic development activities. The City's grant allocation available for fiscal year 2011/12 is estimated at $1,621,245. Table 1-A details the available CDBG funds. Table 1-B details the allocations for FY 2011/12.

TABLE 1-A
FY 2011/12 CDBG AVAILABLE FUNDING

Funding Category	Funding Allocation
2011/12 ESTIMATED CDBG Allocation	$1,621,245
Unallocated Project Savings from Previous Years	$412,830
TOTAL AVAILABLE CDBG FUNDS	**$2,034,075**
Program Administration (20% maximum of annual grant)	$324,249
Public Social Services (15% maximum of annual grant)	$243,186
Public Facilities & Improvements	$650,000
Rehabilitation Activities	$10,000
Code Enforcement	$366,407
Economic Development	$440,987
TOTAL PLANNED CDBG BUDGET	**$2,034,071**

TABLE 1-B
CDBG FUNDING ALLOCATIONS FY 2011/12

ADMINISTRATION (20% CAP - $324,249)	
CDBG Program Administration	$324,198
Fair Housing Services	$30,000
SOCIAL SERVICES (15% CAP - $243,186)	
Community Foreclosure Prevention Workshops	$28,500
Community Assistance Food Program (CAP)	$29,070
Friends of the Moreno Valley Senior Center (MoVan)	$28,500
Fair Housing Council of Riverside County – Foreclosure Prevention / Mitigation	$20,708
Fair Housing Council of Riverside County – Landlord Tenant Mediation Program	$14,250
Lutheran Social Services Transitional Center (MARB)	$14,250
Path of Life Ministries King Hall Family Shelter (MARB)	$14,250
PW Enhancement Center – Emergency & Homeless Services	$14,250
Neighborhood Clean-up Program	$14,250
Assistance League of Riverside - Operation School Bell	$9,500
CASA for Riverside County	$9,500
God's Helping Hand Ministries Food Program	$8,550
Operation Safehouse Shelter for Youth	$7,600
Alternatives to Domestic Violence - Prevention and Outreach Program	$7,125
Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$7,125
Salvation Army Food Program	$5,000
Volunteer Center '211' Program	$5,000
PUBLIC FACILITIES & IMPROVEMENTS	
Street Improvement Project, Dracaea from Perris Blvd to Patricia	$650,000
REHABILITATION	
Habitat for Humanity Mobile Home Grant Program	$10,000
CODE ENFORCEMENT	
Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390
Code Enforcement - Foreclosure 'Strike Team'	$103,017
ECONOMIC DEVELOPMENT	
MV New Business Incentive Program	$220,987
Community Employment Resource Center	$120,000
Small Business Development Center	$50,000
Family Service Association Meal Program Facilities	$25,000
Youth Opportunity Center	$25,000
TOTAL CDBG FUNDING ALLOCATIONS	**$2,034,071**

HOME Investment Partnership Program (HOME)

HOME Investment Partnership funding is provided to the City to:

- assist with affordable rental housing
- promote home ownership through acquisition
- construction,
- reconstruction,
- and/or rehabilitation of affordable housing.

Moreno Valley became an Entitlement City for HOME funds during FY 1995/96.

The City of Moreno Valley's HOME allocation for FY 2011/12 is estimated at $556,600. Table 1-C details the estimated HOME funds for FY 2011/12. Table 1-D details the anticipated funding allocations for program year 2011/12. The funding allocations are for new and continuing projects and programs that will be implemented in FY 2011/12.

TABLE 1-C

FY 2011/12 HOME ESTIMATED FUNDING	
2011/12 HOME Allocation	$556,600
Funds accumulated under Multi-Family Housing Fund	$1,000,000
Total Available HOME Funds	**$1,556,600**

TABLE 1-D

HOME FUNDING ALLOCATIONS FY 2011/12	
Program Administration (maximum 10% of allocation)	$55,660
FY 09/10 CHDO (required 15% of allocation)	$83,490
Mobile Home Grant Program (MHGP)	$100,000
Home Improvement Loan Program (HILP)	$250,000
Hemlock Family Apartments	$1,000,000
TOTAL ALLOCATION OF HOME FUNDS	**$1,489,150**

A. <u>Local Resources</u>

- ***Community Redevelopment Agency of the City of Moreno Valley***

As required by California Redevelopment Law, the Redevelopment Agency expends 20% of its tax increment revenue funding affordable housing projects. RDA (Housing Set-Aside) revenue projections for FY 2011/12 indicate an estimated 20% set-aside funding of $3.6 million.

- ***Homelessness Prevention and Rapid Re-housing Program (HPRP)***

In 2009 the City was provided with a one-time HPRP grant allocation of $732,872 under the American Recovery Re-investment Act of 2009. The purpose of the HPRP grant is

to provide homelessness prevention assistance to households who would otherwise become homeless in the current economic crisis and to rapidly re-house individuals and families who are currently homeless as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42U.S.C. 11302). Moreno Valley has established 6 activities that assist families facing homelessness, including: case management, rent/arrears assistance, security deposit assistance, utility/arrears assistance, legal assistance, and administration.

- ***Community Development Block Grant – Recovery (CDBG-R)***

The City was also provided with a one-time CDBG-R grant valued at $472,872 under the American Recovery Re-investment Act of 2009. Moreno Valley's CDBG-R program establishes 4 projects (plus administration) aimed at stimulating the economy by creating jobs, modernizing infrastructure, and promoting energy efficiency.

- ***Neighborhood Stabilization Program (NSP)***

Under the Housing and Economic Recovery Act (HERA), the City of Moreno Valley received a CDBG allocation of $11,390,116, to formulate the Neighborhood Stabilization Program (NSP) which is designed to stabilize neighborhoods most impacted by foreclosures. The City's NSP Program is comprised of four activities: 1) single family residential acquisition, rehabilitation, and resale (SFR-ARR), 2) multi-family residential acquisition, rehabilitation, and resale (MFR-ARR), 3) Homebuyers Assistance Program (HAP), and 4) Administration. In partnership with selected Development Partners, the City acquires and rehabilitates single family residences for the purpose of resale to homebuyers earning up to 120% of the Area Median Income (AMI), and multi-family residences for the purpose of rental to households earning up to 50% AMI. Of the total $11,390,116 allocation received, the funds have been budgeted accordingly:

ACTIVITY	BUDGET
SFR-ARR	$5,203,576.00
MFR-ARR	$4,047,529.00
HAP	$1,000,000.00
ADMINISTRATION	$1,139,011.00

In FY 10/11, the City acquired approximately seventeen single family properties and obligated its entire NSP budget. Over FY11/12, the City will continue efforts to expending the 'obligated' budget as well as program income generated from the sale of the single family properties.

- ***Riverside County Housing Authority***

The County of Riverside serves as the local housing authority for the region. The County operates the Section 8 housing and various public housing facilities throughout the County including those located in Moreno Valley. Sources of funds available to city residents through the Housing Authority are primarily limited to Section 8, Capital Fund Program (formerly the Comprehensive Grant Program), and the Public Housing programs.

B. Private Resources

For-Profit Organizations

- ***Community Reinvestment Act (CRA)***

The city encourages increased cooperation between lending institutions and the communities they serve to meet CRA requirements for the development of affordable housing.

Non-Profit Organizations

Currently, a number of non-profit organizations facilitate a variety of social services and housing activities in Moreno Valley. The City encourages and supports non-profit organizations that apply for funding from various sources.

C. Leveraging and Matching Funds – HOME

The primary source of fund leveraging will occur in conjunction with activities carried out through Redevelopment Agency 20% Set-Aside funds. Specific matching fund activities include housing rehabilitation and development programs for single family, multi-family, and mobile home units. The following table summarizes FY 2011/12 HOME activities and match sources:

TABLE 1-E
HOME MATCH

HOME BUDGET FISCAL YEAR 2011/12	Continuing from Prior Years	2011/12 Allocation	Total Request	RDA Match 25%+
Administration (10% Cap)		$55,660	$55,660	$0
Community Housing Development Organization (15% Min.)		$83,490	$83,490	$0
Home Improvement Loan Program		$250,000		$0
Multi-Family Affordable Housing Project - Hemlock Family Apartments	$1,000,000	0	$1,000,000	
Mobile Home Grant Program		$100,000		$0
GRAND TOTAL	**$1,000,000**	**$489,150**	**$1,139,150**	

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN

The city will pursue housing, community development, and economic development activities to meet the needs of very-low, low, and moderate-income persons in Moreno Valley. To accomplish this, the city plans to expend CDBG, HOME, and other funds as available, such as Homelessness Prevention and Rapid Rehousing Program (HPRP), Neighborhood Stabilization Program (NSP), and Community Development Block Program – Recovery (CDBG-R) to meet community needs. The Consolidated Plan has several strategies for meeting community needs. The following objectives were identified in the Strategic Plan portion of the Consolidated Plan.

HOMELESS STRATEGY – TABLE 2-A, page 10
Objective 1. Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.

SPECIAL NEEDS STRATEGY – TABLE 2-B, page 14
Objective 1. Provide supportive housing and public services to meet the needs of special needs persons.

HOUSING STRATEGY – TABLE 2-C, page 15
Objective 1. - Rehabilitation of existing and construction of new single-family homes, multi-family housing, and mobile homes to create or maintain decent, affordable housing for low and moderate-income residents.
Objective 2. - Create home ownership opportunities for low and moderate-income residents.
Objective 3. - Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.
Objective 4. - Provide fair housing and landlord/tenant services to educate and assist residents on their rights and responsibilities.

COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY – TABLE 2-D, page 25
Objective 1. - Promote expanded employment opportunities in order to create or retain low and moderate-income jobs.
Objective 2. - Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.
Objective 3. - Support social service programs available to serve low and moderate-income residents.
Objective 4. - Provide employment training and placement programs available to serve low and moderate-income residents

The following tables detail the activities the City will undertake to address these objectives in FY 2011/12. The tables identify available funding, the geographic areas covered by the activity, and the target populations.

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN (Continued)
HOMELESS STRATEGY

The Five Year Goals and Proposed Accomplishments under the homeless strategy are to assist 2500 homeless persons and persons threatened with homelessness with housing and public service activities. The following programs for FY 2011/12 will be implemented to meet this goal.

TABLE 2-A

HOMELESS STRATEGY	
OBJECTIVE 1: Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.	
PROGRAM:	**PATH OF LIFE MINISTRIES – KING HALL FAMILY SHELTER**
PROGRAM DESCRIPTION:	Program provides long term (up to 2 years) shelter to homeless families and individuals with children. Residents may live at the shelter for a maximum of two years. While living at the shelter families are provided comprehensive counseling and support services that will assist them in becoming self sufficient. The shelter is located on March Air Reserve Base.
RESOURCES	CDBG Funds 2011/12 $14,250
TARGET POPULATION	Homeless families and homeless individuals with children
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**LUTHERAN SOCIAL SERVICES TRANSITIONAL SHELTER PROGRAM**
PROGRAM DESCRIPTION:	A long term (up to 2 years) shelter program that provides assistance to homeless women and children through a comprehensive transitional living program. Counseling, education assessments and other services are provided to assist participants in gaining self sufficiency. Through the City's HPRP Program, Lutheran Social Services also provides assistance with utility payments arrears and security deposits to families at risk of homelessness.
RESOURCES:	CDBG Funds 2011/12 $14,250 HPRP Funds 2009/10 $65,938
TARGET POPULATION:	Homeless Women and Children
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**P. W. ENHANCEMENT CENTER (PWEC)**
PROGRAM DESCRIPTION:	Emergency motel vouchers, shelter placement, security deposit and rental assistance for homeless persons and persons threatened with homelessness. Also provides emergency and supportive services to needy households including food distribution, money management, job preparedness, child development and counseling.
RESOURCES:	CDBG Funds 2011/12 $14,250 HPRP Funds 2009/10 $64,063
TARGET POPULATION:	Homeless; Low and Moderate-Income Households
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**OPERATION SAFEHOUSE**
PROGRAM DESCRIPTION:	Operation Safehouse provides emergency shelter, counseling and comprehensive support services for homeless/run-away youth aged 12 – 17, with a goal of family reunification.
RESOURCES:	CDBG Funds 2011/12 $7,600
TARGET POPULATION:	Abused, Neglected, and Homeless Youth
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**COMMUNITY ASSISTANCE PROGRAM (CAP)**
PROGRAM DESCRIPTION:	CAP provides emergency and supplemental food, utility payment assistance, and social services referrals to Moreno Valley families in need.
RESOURCES:	CDBG Funds 2011/12 $29,070
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**GOD'S HELPING HAND FOOD AND EMERGENCY SERVICES PROGRAM**
PROGRAM DESCRIPTION:	Emergency and supplemental food, clothing, utility assistance, and social services referrals to Moreno Valley persons and families in need.
RESOURCES:	CDBG Funds 2011/12 $8,550
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**ASSISTANCE LEAGUE OF RIVERSIDE OPERATION SCHOOL BELL**
PROGRAM DESCRIPTION:	Program provides new essential clothing and school supplies, a backpack, hygiene kit to low income children identified by teachers or school officials as homeless or needy.
RESOURCES:	CDBG Funds 2011/12 $9,500
TARGET POPULATION:	Elementary school aged children from low income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**FORECLOSURE PREVENTION WORKSHOPS**
PROGRAM DESCRIPTION:	Program will fund workshops aimed at providing much needed foreclosure prevention education services to struggling homeowners in the community. The seven workshops held over 09/10 attracted approximately 600 struggling homeowners.
RESOURCES:	CDBG Funds 2011/12 $28,500
TARGET POPULATION:	Low-income homeowners
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**INLAND LEGAL SERVICES**
PROGRAM DESCRIPTION:	Free legal advice\services related to housing issues. Offers tenant legal services for evictions and other related legal needs. Funding also allows for expanded service hours.
RESOURCES:	HPRP Funds 2009/10 $40,000
TARGET POPULATION:	Low-income homeowners
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**CATHOLIC CHARITIES**
PROGRAM DESCRIPTION:	Catholic Charities provides assistance with rental subsidy and rental arrears payments through the City's HPRP program.
RESOURCES:	HPRP Funds 2009/10 $161,667
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**FAMILY SERVICES ASSOCIATION (FSA)**
PROGRAM DESCRIPTION:	FSA provides case management and assistance with rent subsidies and/or rental arrears payments. Program is funded through the City HPRP program.
RESOURCES:	HPRP Funds $161,667
TARGET POPULATION:	Low and moderate income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**SALVATION ARMY FOOD PROGRAM**
PROGRAM DESCRIPTION:	The Food Pantry offers needy residents emergency food. Funding shall allow for the hire of a part-time driver to pick up food from collaborative partners such as Wal-mart, 2nd Harvest, March ARB, and United Natural Foods. The program expects to assist over 22,000 persons in the coming year.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Low and moderate income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**VOLUNTEER CENTER**
PROGRAM DESCRIPTION:	Provides assistance with rental subsidy and rental arrears payments through the City's HPRP Program.
RESOURCES:	HPRP Funds $161,667
TARGET POPULATION:	Low and moderate income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**FAIR HOUSING SERVICES – FORECLOSURE PREVENTION AND MITIGATION PROGRAM**
PROGRAM DESCRIPTION:	Program provides homeowners that are at risk of or currently loosing their homes to foreclosure with assistance negotiating with lenders and one-on-one counseling. It also offers financial assessments, budget management, mortgage education, training to potential homebuyers, and referral services.
RESOURCES:	CDBG Funds 2011/12 $20,708
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

ASSISTANCE AVAILABLE TO PERSONS THREATENED WITH HOMELESSNESS

In order to prevent low-income families from becoming homeless, local non-profit organizations (i.e. Catholic Charities, Gods Helping Hand, P.W. Enhancement Center), provide one-time emergency rental/mortgage assistance. The goal is to prevent homelessness for persons who missed a rent/mortgage payment due to extenuating circumstances. Some low-income families live "paycheck to paycheck" which makes it difficult for them to pay for the basic necessities when an emergency expense arises. The emergency rental/mortgage assistance program greatly benefits families on the threshold of becoming homeless.

For those families at risk of homelessness due to foreclosure, the city will continue conducting a series of foreclosure prevention workshops and fund the Riverside County Fair Housing Foreclosure Prevention and Mitigation Program to assist with mitigation of the foreclosure and provide valuable referrals. The City will also continue to offer programs under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) grant provided in 2008/09 under the American Recovery Act. This emergency legislation was established specifically to address the issue of potential homelessness due to the economic crisis. Funds were dedicated to providing various forms of assistance to qualifying families including: monthly rental assistance, rental arrears, security deposit assistance, utility payments and arrears, motel vouchers, legal assistance, and individual case management.

There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance (as determined by the Local Board in funded jurisdictions): lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill; and minimal repairs to allow a sheltering facility to function during the program year.

CONTINUUM OF CARE

The City will continue to actively participate in Riverside County's Continuum of Care Consortium. The Continuum of Care Consortium consists of local government agencies and local non-profits that work together to address homeless issues in the region. Continuum of Care grant funding is provided to local public and non-profit agencies to provide homeless services, emergency and transitional shelter. Periodic meetings provide an opportunity for networking and working towards the common goal.

The County of Riverside is the lead agency charged with developing the Continuum of Care's 10 Year Strategy to End Homelessness. A working group of local government agency staff and other community stakeholders has been formed to develop this 10 year plan. The City of Moreno Valley has assigned a staff person to participate in this working group (which meets monthly) to assist in the accomplishment of the goal of ending homelessness in ten (10) years.

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN
SPECIAL NEEDS STRATEGY

The Five Year Goals and Proposed Accomplishments under the special needs strategy are to assist 15,000 special needs persons, including the elderly and disabled, with housing and public services. In FY 2011/12, the following programs will be implemented to meet this goal.

TABLE 2-B

SPECIAL NEEDS STRATEGY	
OBJECTIVE 1: Provide supportive housing and public services to meet the needs of special needs persons.	
PROGRAM:	**SENIOR VAN TRANSPORTATION SERVICES (MoVan)**
PROGRAM DESCRIPTION:	The MoVan is used to transport the elderly and adult handicapped to medical appointments and other needed destinations for a small donation or at no cost. The MoVan is a specially equipped 17-passenger bus with two wheel chair tie-downs is available 7 hours a day/ 5 days a week.
RESOURCES:	CDBG Funds 2011/12 $28,500
TARGET POPULATION:	Special Needs Persons – Elderly and Disabled
GEOGRAPHIC AREAS:	Citywide
PROGRAM:	**ARC OF RIVERSIDE COUNTY**
PROGRAM DESCRIPTION:	The ARC of Riverside County serves adults with developmental disabilities at one of the only centers of its kind located in the City. Activities are aimed at increasing interaction, self esteem, and independence. ARC proposes to use grant dollars to continue to provide specialized medical services by an on-site LVN, and to help continue other existing services.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Special Needs Persons – Disabled
GEOGRAPHIC AREAS:	Citywide

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN
HOUSING STRATEGY

The Five Year Goals and Proposed Accomplishments under the housing strategy are to:

1. To rehabilitate or construct a minimum of 400 housing units.
2. To provide home ownership to 5 households.
3. To provide increased, proactive Code Compliance, Neighborhood Cleanups and public safety activities to assist 3000 households in the CDBG Target Areas.
4. To assist 2,500 persons with fair housing and landlord/tenant services.

In FY 2011/12, the following programs will be implemented to meet the goals of each Objective:

TABLE 2-C

HOUSING STRATEGY	
OBJECTIVE 1: Rehabilitation of existing housing and/or construction of new single-family homes, multi-family housing and mobile homes to create or maintain decent, affordable housing for low and moderate income residents.	
PROGRAM:	**MOBILE HOME GRANT PROGRAM**
PROGRAM DESCRIPTION:	Program offers rehabilitation grants of up to $10,000 to low-income owner occupants of mobile home coaches located in rental parks within the City to repair and eliminate substandard conditions.
RESOURCES:	HOME Funds $100,000
TARGET POPULATION:	Low Income Mobile Home Owners
GEOGRAPHIC AREAS:	Citywide

HOUSING STRATEGY

OBJECTIVE 1: (Continued)

PROGRAM:	**HOME IMPROVEMENT LOAN PROGRAM (HILP)**
PROGRAM DESCRIPTION:	3% deferred loans for income qualified homeowners to rehabilitate single-family homes. The purpose is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.
RESOURCES:	HOME Funds 2011/12 $250,000
TARGET POPULATION:	Low and Moderate Income Home Owners
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**MULTI-FAMILY AFFORDABLE HOUSING PROJECT – HEMLOCK FAMILY APARTMENTS**
PROGRAM DESCRIPTION:	This project provides for new construction of 77 affordable multi-family housing units in Moreno Valley. It shall assist residents at 50%-60% of the area median income and help to improve the amount of decent housing in the community.
RESOURCES:	HOME Funds 2011/12 $1,000,000
TARGET POPULATION:	Low- income renters
GEOGRAPHIC AREAS:	CDBG Target Area

HOUSING STRATEGY
(OBJECTIVE 1 CONTINUED)

PROGRAM:	**SINGLE FAMILY ACQUISITION, REHABILITATION, AND RESALE PROGRAM (SFR-ARR)**
PROGRAM DESCRIPTION:	Funded by the Neighborhood Stabilization Program grant, the SFR-ARR program purchases, repairs, then re-sells foreclosed and abandoned properties to qualifying families earning up to 120% of the area median income.
RESOURCES:	NSP Funds $5,203,575
TARGET POPULATION:	Low and Moderate Income families
GEOGRAPHIC AREAS:	NSP Target Census Tracts

PROGRAM:	**MULTI-FAMILY ACQUISITION REHABILITATION AND RESALE (MFR-ARR)**
PROGRAM DESCRIPTION:	Funded by the Neighborhood Stabilization Program grant, the MFR-ARR program purchases, repairs, foreclosed and abandoned multi-family apartments and makes them available to renters earning up to 50% of the area median income.
RESOURCES:	NSP Funds $4,047,529
TARGET POPULATION:	Low and Moderate Income renters
GEOGRAPHIC AREAS:	NSP Target Census Tracts

HOUSING STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**CHDO – COMMUNITY HOUSING DEVELOPMENT ORG, Unprogrammed**
PROGRAM DESCRIPTION:	15% CHDO Set aside money for the future rehabilitation or construction of affordable housing for very low income residents. Specific project to be selected at a later date.
RESOURCES:	HOME CHDO Funds 2011/12 $83,490
TARGET POPULATION:	Very Low- income households
GEOGRAPHIC AREAS:	CDBG Target Area
PROGRAM:	**HABITAT FOR HUMANITY – MOBILE HOME REHABILITATION PROGRAM**
PROGRAM DESCRIPTION:	Program provides for the supplies and materials that volunteers shall use to help eligible low income households make exterior improvements to their mobile homes. The program was designed to provide assistance mainly to elderly or disabled persons whom are unable to maintain the exterior of their property and are facing penalties that could lead to eviction. Program will supplement the City's existing Mobile Home Grant Program by relieving it of having to subsidize less critical exterior repairs (which are often general clean-up or cosmetic) and focus more grant dollars on the code related improvements.
RESOURCES:	CDBG Funds 2011/12 $10,000
TARGET POPULATION:	Low Income Mobile Home Owners
GEOGRAPHIC AREAS:	CDBG Target Areas

HOUSING STRATEGY

OBJECTIVE 2: Create home ownership opportunities for low and moderate-income residents

PROGRAM:	**HOMEBUYER ASSISTANCE PROGRAM (HAP)**
PROGRAM DESCRIPTION:	Provides down payment assistance of up to 20% of the purchase price, for first time homebuyers purchasing resale homes up to the maximum FHA 203b limit. Loans are deferred for 30 years with no interest.
RESOURCES:	Neighborhood Stabilization Funds 2011/12 $1 million Redevelopment Funds 2011/12 $500,000
TARGET POPULATION:	Low and moderate income households
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**OAKWOOD AFFORDABLE HOUSING PROJECT**
PROGRAM DESCRIPTION:	Development of 240 apartment units for low income renters. The project is currently under construction.
RESOURCES:	Redevelopment Housing Set-aside Funds $ 3 million
TARGET POPULATION:	Low-income renters
GEOGRAPHIC AREAS:	RDA Project Area

PROGRAM:	**RANCHO DORADO AFFORDABLE HOUSING DEVELOPMENT**
PROGRAM DESCRIPTION:	Development of apartment units for low income renters. Phase 1 of the project is currently under construction. Phase 2 is competing for State Tax Credit funding. The project will provide 148 affordable units once constructed.
RESOURCES:	Redevelopment Housing Set-aside Funds Phase 1 $4,750,000 Phase 2 $4,750,000
TARGET POPULATION:	Low-income renters
GEOGRAPHIC AREAS:	RDA Project Area

HOUSING STRATEGY

OBJECTIVE 3: Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.

PROGRAM:	**NEIGHBORHOOD CODE COMPLIANCE**
PROGRAM DESCRIPTION:	City Code Compliance Officers provide enhanced, proactive inspection and enforcement services within the CDBG Target Areas to eliminate substandard housing and poor property maintenance conditions. Many low-income tenants are unable to pay for improvements that are the responsibility of the property owner. Increased code enforcement seeks compliance from property owners and assists in eliminating the substandard conditions.
RESOURCES:	CDBG Funds 2011/12 $263,390
TARGET POPULATION:	CDBG Target Areas
GEOGRAPHIC AREAS:	CDBG Target Areas

HOUSING STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**CODE ENFORCEMENT - CITY FORECLOSURE STRIKE TEAM**
PROGRAM DESCRIPTION:	This team will address code enforcement activities specific to foreclosures and abandoned homes in the CDBG target area. The objective is to identify these properties within the Target area then pursue property inspections and maintenance activities. The Strike Team is also responsible for working with trustees, lenders, real estate agents, and property managers to obtain code compliance for properties in default/foreclosure in CDBG target areas.
RESOURCES:	CDBG Funds 2011/12 $103,017
TARGET POPULATION:	CDBG Target Area Neighborhoods
GEOGRAPHIC AREAS:	CDBG Target Areas

PROGRAM:	**NEIGHBORHOOD CLEAN-UP PROGRAM**
PROGRAM DESCRIPTION:	This neighborhood program assists in the revitalization of older neighborhoods. Funds will be used to conduct large-scale neighborhood clean-ups (utilizing commercial sized dumpsters and skip loaders) providing haul away and other services to residents within the targeted neighborhoods. Each clean-up typically assists an average of 125 properties.
RESOURCES:	CDBG $14,250
TARGET POPULATION:	CDBG Target Area Neighborhoods
GEOGRAPHIC AREAS:	CDBG Target Areas

HOUSING STRATEGY	
OBJECTIVE 4: Provide fair housing and landlord/tenant services to educate and assist residents on their rights and responsibilities.	
PROGRAM:	**FAIR HOUSING SERVICES**
PROGRAM DESCRIPTION:	The Fair Housing Council of Riverside County provides a full range of fair housing services including education, discrimination investigation, landlord/tenant mediation, enforcement, and training and technical assistance. All services designed to affirmatively further fair housing.
RESOURCES:	CDBG Funds 2011/12 $30,000
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

CITY EFFORTS TO ADDRESS LEAD-BASED PAINT HAZARDS

The City provides four consumer loan products that are impacted by the requirements of lead based paint disclosure. Applicants for the City's Mobile Home Grant Program, the Homebuyers Assistance Program, Home Improvement Loan Program, and the Homeowners Assistance for Minor Rehabilitation Program are given a lead-based paint disclosure booklet and sign an acknowledgment that is included in the loan application. If the home was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since the HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to the title transfer. Both buyer and seller receive the disclosure materials as a part of the loan application process.

SECTION 2 – *AFFORDABLE AND FAIR HOUSING*

Zoning

While not specifically addressed as a barrier to affordable housing, the City will begin re-evaluation of some areas that have been re-zoned to non-residential uses. In most cases, the areas re-zoned are older areas of the City that may offer more affordable housing. The City will continue to review the policies in its Housing Element for consistency with the Consolidated Plan and identify areas in need of improvement.

Strategies to Promote Affordable Housing

The City of Moreno Valley will undertake the following strategies to promote and foster affordable housing:

- Actively support projects that apply for State and Federal funds, on a case-by-case basis.
- Continue to develop and maintain affordable housing through the use of CDBG funds, HOME funds, Redevelopment Agency Housing Set-aside funds, and Neighborhood Stabilization Program funds.
- Complete infrastructure plans for various areas of the City to reduce-up front design costs for construction of improvements.
- Continue to implement Permit streamlining to encourage the development of affordable housing in the City.
- Continue to allocate funding for Code Compliance services in the CDBG target areas to address code compliance issues and encourage housing and property maintenance.

ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING

The City updated its Analysis of Impediments to Fair Housing Choice Report in 2008. The following proposed actions were identified during the process. The recommended actions are directed to the City, lending institutions, and other service agencies that assist Moreno Valley residents. Listed below are the key actions that the City could take to continue its efforts to affirmatively further fair housing:

1. Private Sector Actions

Action 1.1 Hate crime victim services are needed because families may feel threatened and unwanted. The City will develop a directory of victim services.

Action 1.2 Numerous professional organizations guide the day-to-day practice of real estate agents and property management companies. These day-to-day practices impact the delivery of housing on a fair and equal basis. The City will continue to maintain an awareness of these organizations and how they affect housing in Moreno Valley.

Action 1.3 The City will encourage the Press-Enterprise to identify in its Fair Housing Notice the agencies that can respond to fair housing questions. Such agencies would include the Fair Housing Council of Riverside County (FHCRC).

Action 1.4 The City will encourage the Press-Enterprise to publish a "no pets" disclaimer that indicates rental housing owners must provide reasonable accommodations, including "service animals" and "companion animals" for disabled persons.

Action 1.5 The City will encourage the Fair Housing Council to prepare a summary of reasonable accommodation requirements and transmit this information to the owners and managers of Moreno Valley's large apartment communities. The information may also provide a link to the State Department of Fair Employment and Housing video on reasonable accommodations.

2. Public Sector Actions

Action 2.1 The City will continue to support fair housing services in order to ameliorate the impacts of housing discrimination and to inform residents on how to recognize and avoid predatory lending, panic selling, and steering.

Action 2.2 The City's Home Improvement and Homeowner's Assistance Programs will continue to assist loan applicants that may have previously been denied through private banks and institutions, with low interest and deferred loans. The deferred loans would not increase an applicant's debt-to-income ratio. In addition, the City can be somewhat more lenient than a private lender insofar as past credit history.

Action 2.3 Using HPRP funds, the City will fund expanded hours for the provision of income – eligible families facing unlawful eviction and homelessness.

Action 2.4 Over the past few years, homeowners in the City as in other Inland Empire communities, are late with their monthly loan payments and, thus, are receiving notices of default and facing foreclosure and possible bankruptcy. The fair housing services provided by the FHCRC have been augmented to help struggling homeowners.

Action 2.5 The City will continue to provide large scale Foreclosure Prevention Workshops in Moreno Valley. Two workshop will be held, each providing education, counseling, and other assistance to struggling homeowners.

Action 2.6 The City will assist the County of Riverside Housing Authority by transmitting information contained in the Fair Housing Community Profile (Technical Appendix A of the Analysis of impediments to Fair Housing Choice). That information will include the areas of minority and low-income concentrations and an inventory of rental housing communities located outside these areas. In this way, the Housing Authority will have specific geographic information to counsel Section 8 tenants and seek owners outside areas of concentration. This information will be transmitted to the Housing Authority during the first year of the five-year Fair Housing Action Plan.

ACTIONS TO BE TAKEN DURING PROGRAM YEARS 2008-2009 TO 2012-2013 OF THE CONSOLIDATED PLAN

Program Year 2011-2012

- Continue to contract the FHCRC to provide fair housing services to Moreno Valley's residents.
- Prepare a listing or directory of hate crime victim services.
- Provide the public fair housing information by preparing Q&A documents on topics such as service and companion animal guidelines and accessibility guidelines.
- Conduct annual coordination meetings with the FHCRC, Inland Valley Association of Realtors and the Apartment Association of the Greater Inland Empire to discuss emerging fair housing issues.
- Transmit to the County of Riverside Housing Authority information on areas of minority and low income populations. This information will help the Housing Authority to counsel Section 8 tenants and to conduct landlord outreach to the owners and managers of apartments located outside these areas.

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN
COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY

The Five Year Goals and Proposed Accomplishments under the Community and Economic Development Strategy are to:

1. To assist 400 local small businesses with counseling services and loan programs.
2. To construct infrastructure improvements that will assist 250 parcels located within CDBG Target Areas.
3. To assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).
4. To assist 150 low and moderate income residents with employment training and placement opportunities.

The following tables outline the activities that the city will undertake during Program Year 2011/12 to meet the Consolidated Plan Goals and Objectives.

TABLE 2-D

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY	
OBJECTIVE 1: Promote expanded economic opportunities in order to create or retain low and moderate income jobs.	
PROGRAM:	**SMALL BUSINESS COUNSELING SERVICES**
PROGRAM DESCRIPTION:	Counseling services for local small businesses in business planning, finances, marketing, etc. The goal is to create and/or retain low-income jobs in the community.
RESOURCES:	CDBG Funds FY 2011/12 $50,000
TARGET POPULATION:	Low income small business owners and employees
GEOGRAPHIC AREAS:	Citywide
PROGRAM:	**EMPLOYMENT RESOURCE CENTER**
PROGRAM DESCRIPTION:	The Center will provide low and moderate income individuals computer/internet access to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment at no cost.
RESOURCES:	CDBG Funds 2011/12 $120,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**MORENO VALLEY NEW BUSINESS INCENTIVE PROGRAM**
PROGRAM DESCRIPTION:	The New Business Incentive Program is intended to attract major employers to locate in large, vacant retail space in the TownGate, Centerpointe Business Park, and the Moreno Valley Industrial areas of the community through loans, grants or interest subsidies. The program intent is to create full-time permanent jobs which, per a formal agreement with the employer, a certain number shall be held by or made available to low and moderate income persons.
RESOURCES:	CDBG Funds 2011/12 $220,987
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide
PROGRAM:	**FAMILY SERVICE ASSOCIATION - MEAL PROGRAM FACILITY**
PROGRAM DESCRIPTION:	The local Family Services Association plans to construct a kitchen facility in the City's CDBG Target Area where meals will be prepared for the participants of its daycare centers. CDBG funding would be used for help in acquiring a building for the site. In lieu of the CDBG assistance FSA must create a minimum of two full time permanent jobs which are held by or made available to low and moderate income level persons.
RESOURCES:	CDBG Funds 2011/12 $25,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**LORD'S GYM**
PROGRAM DESCRIPTION:	The 'Lord's Gym' is a non-profit organization aimed at providing young people in the community with a safe outlet by focusing on sports. The facility offers a sports and fitness center with weight room, basketball courts, computer room, wellness clinic, and classrooms for life care and mentoring. A new facility shall open in Moreno Valley. The proposed CDBG funding will be used toward tenant improvements which are currently underway. In lieu of the CDBG assistance, the 'Lord's Gym' must create or retain a minimum of one full time permanent job held by or made available to low and moderate income level person.
RESOURCES:	CDBG Funds 2010/11 $20,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

OBJECTIVE 2: Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.

PROGRAM:	**DRACAEA STREET SIDEWALK IMPROVEMENTS**
PROGRAM DESCRIPTION:	The project will design and construct sidewalks, while widening Draecea Street, from Perris Boulevard to Patricia Street.
RESOURCES:	CDBG Funds 2011/12 $650,000
TARGET POPULATION:	CDBG Target Areas
GEOGRAPHIC AREAS:	Central Sunnymead

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

OBJECTIVE 3: Support public service programs available to serve low and moderate income residents.

PROGRAM:	**COMMUNITY ASSISTANCE PROGRAM (CAP)**
PROGRAM DESCRIPTION:	CAP provides emergency and supplemental food, utility payment assistance, and social services referrals to Moreno Valley families in need.
RESOURCES:	CDBG Funds 2011/12 $29,070
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**GOD'S HELPING HAND FOOD PROGRAM**
PROGRAM DESCRIPTION:	Emergency and supplemental food, clothing and social services referrals to Moreno Valley persons and families in need.
RESOURCES:	CDBG Funds 2011/12 $8,550
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**CHILD ABUSE PREVENTION & EDUCATION PROGRAM**
PROGRAM DESCRIPTION:	The Riverside Area Rape Crisis Center provides a child abuse prevention program designed to educate children (K-12th grade) through the Moreno Valley schools. They also provide counseling and support services to abuse victims and their families.
RESOURCES:	CDBG Funds 2011/12 $7,125
TARGET POPULATION:	K-12 students
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**SALVATION ARMY FOOD PROGRAM**
PROGRAM DESCRIPTION:	The Food Pantry offers needy residents emergency food. Funding shall allow for the hire of a part-time driver to pick up food from collaborative partners such as Wal-mart, 2nd Harvest, March ARB, and United Natural Foods. The program expects to assist over 22,000 persons in the coming year.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Low and moderate income persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**ASSISTANCE LEAGUE OF RIVERSIDE OPERATION SCHOOL BELL**
PROGRAM DESCRIPTION:	Program provides a backpack, hygiene kit and back-to-school clothing through a "shopping" experience to children identified by teachers or school officials as being in need.
RESOURCES:	CDBG Funds 2011/12 $9,500
TARGET POPULATION:	Elementary school aged children from homeless and low income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**ALTERNATIVES TO DOMESTIC VIOLENCE**
PROGRAM DESCRIPTION:	Alternatives to Domestic Violence provides services to victims of domestic violence. These services include an Outreach Counseling Center which offers a 24-hour crisis line, counseling, support groups, court advocacy, and an emergency shelter for battered women and abused children.
RESOURCES:	CDBG Funds 2011/12 $7,125
TARGET POPULATION:	Victims of Domestic Violence
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**CASA for RIVERSIDE COUNTY**
PROGRAM DESCRIPTION:	Advocacy for Abused and Neglected Children. CASA offers court appointed monitoring services to foster youth. CDBG funds will be used to fund the salary of one supervisor who will train volunteers that in turn will provide service to 57 Moreno Valley foster children over the program year.
RESOURCES:	CDBG Funds 2011/12 $9,500
TARGET POPULATION:	Abused/Neglected Youth
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**VOLUNTEER CENTER '211 PROGRAM'**
PROGRAM DESCRIPTION:	The '211 Program' is a quality telephone referral system available 24 hours a day, 7 days a week that residents may use to access information on public and private facilities and services in the City.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Low and moderate income persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY	
OBJECTIVE 4: Provide employment training and placement programs available to serve low and moderate income residents.	
PROGRAM:	**YOUTH OPPORTUNITY CENTER (YOC)**
PROGRAM DESCRIPTION:	The Center will offer local youth access to an array of educational services (tutoring, GED, and college preparation programs), job coaching and placement, support groups, and volunteer/civic engagement coordination. The proposed $25,000 in CDBG funding would be used for tenant improvements.
RESOURCES:	CDBG Funds 2011/12 $25,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

SECTION 3 –OTHER ACTIONS
ANTI-POVERTY STRATEGY

The City identified several programs in its strategy to produce and preserve affordable housing. Programs include: the Neighborhood Stabilization Program (NSP), the Home Improvement Loan Program, Mobilehome Rehabilitation Grant Program, and the Homebuyer Assistance Program. The implementation of these programs and the re-evaluation of zoning in specific neighborhoods will assist in maintaining livable conditions for lower income persons. These programs, when coupled with the various social services, such as shelter and food services, and counseling programs, (including homeless prevention programs) provide residents opportunities to utilize programs at little or no cost, thereby reducing financial burden. The City's current structure limits the ability to directly reduce the numbers of households with incomes below the poverty line. However, by utilizing multiple programs and working with County, private, and nonprofit agencies the City can work to reduce the number of persons with incomes below the poverty line.

The City has established several goals to reduce poverty among its population:

1. Economic Development and Job Creation/Retention

In 2009, the City implemented 2 new programs aimed at relieving area unemployment and creating new jobs. The New Business Incentive Program continues this year to function as a tool to assist in the attraction of retail business to Moreno Valley providing full-time jobs to low-and-moderate income individuals. The Employment Resource

Center provides a centrally located office where low-to-moderate income persons may utilize computers and other office equipment to assist in building their resumes and run job searches.

The City partners with the Inland Empire Small Business Development Center (SBDC) to provide small business counseling services and specialized training to local businesses with the goal of improving\expanding businesses thereby creating and/or retaining low and moderate income jobs.

The City continues to implement a $479,292 Community Development Block Grant – Recovery, received in 2009, that incentivizes job creation.

2. Housing Programs

The City identified several programs in its strategy to produce and preserve affordable housing. The implementation of programs such as:

- the Homebuyer Assistance Program,
- the Home Improvement Loan Programs,
- the Mobile Home Grant Program,
- NSP Acquisition, Rehabilitation, Resale of Single Family Homes,
- NSP Acquisition Rehabilitation, Rental of Multi Family Apartments
- New Affordable Housing Development
- Homelessness Prevention and Rapid Re-Housing Program (HPRP)

will assist in maintaining livable conditions for lower income persons.

The City currently makes significant efforts to ensure that the City's Target Area and the Redevelopment Area benefit from the listed programs. Additionally, four other areas of the city were designated Revitalization Areas by HUD. The City is exploring opportunities to acquire and rehabilitate HUD owned properties within these areas to be sold to low-income homebuyers.

3. Public Service Providers

Public service organizations provide direct assistance to low-income persons, including the elderly, homeless, disabled, and persons threatened with homelessness. Providers assist with obtaining and maintaining adequate housing, emergency assistance as needed to meet immediate and urgent individual and family needs, including shelter; and the achievement of self-sufficiency. These programs provide city residents opportunities to utilize various services at little or no cost, thereby reducing their financial burden. The Homelessness Prevention and Rapid Re-housing grant of $732,872 received in 2009, also utilizes Public Service providers to distribute emergency assistance to families facing homelessness.

4. Coordination of Efforts

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals. One example is the Riverside County Continuum of Care. The

Continuum of Care group consists of several local non-profits and local governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the numbers of households with incomes below the poverty line is limited, the City will attempt to reduce the number by utilizing multiple programs and working with the county, private and non-profit agencies.

Planning and Meeting Obstacles

The City will continue to evaluate and monitor priority community development needs, including those needs that may be currently underserved. The City will also work toward identifying, assessing and overcoming obstacles to meeting underserved community development needs.

SECTION 3 –OTHER ACTIONS
INSTITUTIONAL STRUCTURE AND COORDINATION

The institutional structure described in the Consolidated Plan demonstrates the diverse types of organizations needed to accomplish its program goals. The City will work with a variety of public and private agencies to accomplish the Consolidated Plan goals set forth in this strategic plan.

In addition, coordination with other public and private agencies is necessary in order to establish solid working relationships that will enable all service providers to better assist those in need. The City enjoys a cooperative relationship with surrounding jurisdictions, agencies, and nonprofit organizations.

Public Agencies

The City shall work with state and federal agencies through several grant programs to facilitate services and programs, which meet housing and safety needs in the community.

The City is a member of the March Joint Powers Authority (JPA). The JPA is a public entity created for the purpose of addressing the use, reuse, and joint use of realigned March Air Reserve Base (MARB) a (size) base located immediately adjacent to Moreno Valley.

On a more local level, City staff will work with Riverside County agencies such as the Departments of Mental Health and Public Social Services, to address regional homeless issues. The City meets on a regular basis with the Riverside County Department of Public Social Services as part of the Continuum of Care process to assist homeless persons. The Continuum of Care Consortium consists of local government agencies as well as non-profit agencies that work together to address homeless issues in the region. Continuum of Care grant funding is provided to local public and non-profit agencies to provide homeless services and shelter. Periodic meetings provide an opportunity for networking and working towards the common goal. Riverside County's Economic Development Agency also partners with the City to provide employment assistance services at the City's Employment Resource Center, as well as support services for at-risk youth at the Youth opportunity Center (under development).

Public Housing Authority

The Riverside County Housing Authority administers public housing and Section 8 programs in Moreno Valley. Issues relating to public housing are included in the Consolidated Plan for Riverside County. The City will work with the Riverside County Housing Authority when possible to improve the living environment of public housing and Section 8 residents.

Non-Profit Organizations

The City utilizes a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution services. The City will provide information and updates to local social service agencies regarding the availability of private affordable housing opportunities in Moreno Valley. The City will also inform and educate private housing entities on the services, programs, and referrals provided by local social service agencies to persons seeking housing. Distribution of this information may be through a variety of methods including direct mailing, public service announcements, and personal contacts by city staff. Many of the objectives identified in the Annual Plan and associated programs are carried out by non-profit organizations. These organizations are the primary service providers for Moreno Valley's homeless, special needs and low-income populations. CDBG funds are allocated to these organizations to carry out activities benefiting these populations.

HOME funds are provided to non-profit agencies for rehabilitation and new construction of affordable housing units in the city. The city will work with its Community Housing Development Organizations (CHDO's), Riverside Housing Development Corporation (RHDC), and Habitat for Humanity to accomplish the housing goals. As a result of working with the CHDO's, the City has been able to address a wide variety of community needs including housing programs and public safety. The City will continue to work with these entities throughout the program year.

SECTION 3 – OTHER ACTIONS
MONITORING

MONITORING OF CDBG PROGRAMS

Monitoring serves as an effective tool to ensure that expenditures of federal funds are consistent with CDBG National Objectives and achieve program/project goals. The following outlines monitoring requirements for Moreno Valley CDBG program:

Subrecipients – When an organization becomes a City subrecipient, they must sign a contract with the City in which the various scopes of work, time lines, and documentation requirements are outlined. On a monthly basis, each Subrecipient must submit detailed information regarding the number, ethnicity, and income level of individuals benefiting from CDBG funds. Quarterly summary reports are required of some agencies in which further information is provided on activities accomplished in that quarter. The City conducts an on-site inspection of each agency at least once per year, preferably toward the end of the funding cycle. A sample Subrecipient Monitoring Form is attached as Attachment G.

Construction Projects – All construction projects comply with Federal Labor and Procurement Procedures as well as the various affirmative action and equal opportunity requirements required by various federal and state laws. The CDBG Management Analyst oversees and reviews contract preparation at each step from bid preparation, contract document preparation, pre-construction meetings, and ongoing project inspections. All public notices that solicit bids for capital projects are submitted to minority newspapers such as El Chicano, the San Bernardino American and the Precinct Reporter in order to give minority-owned businesses the opportunity to bid on the CDBG capital projects.

MONITORING OF HOME PROGRAMS

Multi-Family Affordable Housing Programs

The City requires property owners who have received funds under the Rental Rehabilitation Program or Multifamily Affordable Housing Program to recertify their tenant's eligibility annually. They report information and provide documentation related to the property, unit occupancy, tenant information and financial reporting. Forms and applicable documentation such as Federal income tax returns are to be completed by tenants of reserved (affordable) units and submitted with the report. If the unit was occupied by multiple tenants, then a copy of the application, rental agreement and the dates of residency must be provided. In addition, a copy of "Determining Affordable Rent" is provided to the owner for the reserved units. A City building inspector will conduct a property inspection to determine if the property is in compliance with code requirements and in good condition. The City will work with a recertification consulting service to ensure that the information is accurate and complete. Examples of the checklists used to monitor the affordable units under the Rental Rehabilitation Loan Program are also included in Attachment G.

Single Family Housing Programs – For Owner-Occupants

The City's Homebuyer Assistance Program offers a low-interest, silent second, down-payment assistance loans to income qualified individuals.

Loan terms include an equity sharing arrangement in lieu of interest on the deferred loan. When the property is sold or transferred, the City will receive a share of the gain on sale in addition to the original amount loaned. The percentage of the equity share percentage is calculated by dividing the original loan amount by the original purchase price.

Example: *If the HAP loan amount was $10,000 and the original purchase price was $90,000, the equity share percentage would be 11%. The equity share percentage is then multiplied by the gain on the sale (as determined by the sales price or the property value determined by a professional appraisal) to determine the City's Share of the profit on the sale. If the gain on the sale were $15,000, the City's share would be 11% of $15,000, or $1,650. The total repayment to the City would be $11,650.*

In addition, a Deed of Trust is recorded to serve as loan collateral (security). The securing deed may take first, second, or third position if it does not exceed the one hundred percent (100%) loan-to-value ratio.

Displacement and Relocation

The City does not have any plans to displace or relocate any residents from their homes using CDBG or HOME funds. If a project necessitated displacement or relocation, it would be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

PROPOSED ACCOMPLISHMENTS

The following table details each of the goals and objectives identified in the Strategic Plan and the proposed accomplishments over the five-year period of the Consolidated Plan. Following the close of the program year on June 30th, the City has 90 days to complete a Consolidated Annual Performance and Evaluation Report (CAPER) for public review and submittal to HUD. The CAPER will include the following table to track the accomplishments during the entire five-year period. Annual goals will be identified in the Annual Action Plan.

TABLE 3-A
PROPOSED FIVE-YEAR ACCOMPLISHMENTS (SAMPLE TABLE. INTENTIONALLY BLANK.)

Priority	Five-Year Goal / Proposed Accomplishments	Complete per Program Year					Summary of Progress
		08/09	09/10	10/11	11/12	12/13	
HOMELESS STRATEGY							
OBJECTIVE: Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.							
1.1	To assist 2500 homeless persons and persons threatened with homelessness with housing and public service activities.						**Goal:** **Completed:**
SPECIAL NEEDS STRATEGY							
OBJECTIVE: Provide supportive housing and public services to meet the needs of special needs persons.							
2.1	To assist 15,000 special needs persons, including the elderly and disabled, with housing and public services.						**Goal:** **Completed:**
HOUSING STRATEGY							
OBJECTIVE: Rehabilitation of existing and construction of new single-family homes, multi-family housing and mobile homes to create or maintain decent, affordable housing for low and moderate income residents.							
3.1	To rehabilitate or construct a minimum of 400 housing units.						**Goal:** **Completed:**
OBJECTIVE: Create home ownership opportunities for low and moderate income residents.							
3.2	To provide home ownership to 5 households.						**Goal:** **Completed:**
OBJECTIVE: Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.							
3.3	To provide increased, proactive Code Enforcement, Neighborhood Cleanups and public safety activities to assist 3,000 households.						**Goal:** **Completed:**
OBJECTIVE: Provide fair housing services to educate households on their rights and responsibilities and assist residents with fair housing issues.							
3.4	To assist 2,500 households with fair housing services.						**Goal:** **Completed:**

MV00105210

COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY							
Priority	Five-Year Goal / Proposed Accomplishments	Complete per Program Year					Summary of Progress
OBJECTIVE: Promote expanded economic opportunities in order to create or retain low and moderate income jobs.							
4.1	To assist 400 local small businesses with counseling services and loan programs.						**Goal:** **Completed:**
OBJECTIVE: Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.							
4.2	To construct infrastructure improvements that will assist 250 parcels located within CDBG Target Areas.						**Goal:** **Completed:**
OBJECTIVE: Support public service programs available to serve low and moderate income residents.							
4.3	To assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).						**Goal:** **Completed:**
OBJECTIVE: Provide employment training programs available to serve low and moderate income residents.							
4.4	To assist 150 low and moderate income residents with employment training and placement.						**Goal:** **Completed:**

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MV00105212

SECTION 4 – ADDITIONAL GRANT REQUIREMENTS
FORM APPLICATION SF424

Form Application SF 424

(behind this page)

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:

4. Applicant Identifier: B-10-MC-06-0567

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Moreno Valley

*b. Employer/Taxpayer Identification Number (EIN/TIN): 33-0076484

*c. Organizational DUNS: 177134186

d. Address:

*Street 1: 14177 Frederick Street
Street 2: PO BOX 88005
*City: Moreno Valley
County:
*State: CA
Province:
*Country: USA
*Zip / Postal Code 92553

e. Organizational Unit:

Department Name: ECONOMIC DEVELOPMENT

Division Name: NEIGHBORHOOD PRESERVATION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. *First Name: Isa
Middle Name:
*Last Name: Rojas
Suffix:

Title: Management Analyst

Organizational Affiliation:

*Telephone Number: 951-413-3227 Fax Number: 951-413-3459

*Email: IsaR@MoVal.org

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant Program

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Moreno Valley, CA

***15. Descriptive Title of Applicant's Project:**

Annual Action Plan for FY 2011/12 Community Development Block Grant funding. Programs/projects receiving new allocations for funding includes public services (landlord/tenant mediation, homeless\transitional housing shelters, emergency food assistance, youth programs, and elderly programs) code enforcement, and economic development programs.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: 43rd and 44th *b. Program/Project: 43rd and 44th

17. Proposed Project:

*a. Start Date: July 1, 2011 *b. End Date: June 30, 2012

18. Estimated Funding ($):

*a. Federal	TBD
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	TBD

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Henry

Middle Name:

*Last Name: Garcia

Suffix:

*Title: CITY MANAGER

*Telephone Number: 951-413-3453 | Fax Number: 951-413-3459

* Email: henryg@moval.org

*Signature of Authorized Representative: | *Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424 Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

NA

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:

4. Applicant Identifier: M-10-MC-06-0551

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: CITY OF MORENO VALLEY

*b. Employer/Taxpayer Identification Number (EIN/TIN): 33-0076484

*c. Organizational DUNS: 177134186

d. Address:

*Street 1: 14177 FREDERICK STREET
Street 2: PO BOX 88005
*City: MORENO VALLEY
County: RIVERSIDE
*State: CA
Province:
*Country: USA
*Zip / Postal Code 92552-0805

e. Organizational Unit:

Department Name: ECONOMIC DEVELOPMENT

Division Name: NEIGHBORHOOD PRESERVATION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: MS. *First Name: ISA
Middle Name:
*Last Name: ROJAS
Suffix:

Title: MANAGEMENT ANALYST

Organizational Affiliation:

*Telephone Number: 951-413-3227 Fax Number: 951-413-3459

*Email: IsaR@moval.org

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Department of Housing and Urban Development (HUD)

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Parntnership Program

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Moreno Valley, CA

***15. Descriptive Title of Applicant's Project:**

Annual Action Plan for FY 2011/12 HOME funding. Programs/projects receiving new allocations for funding include ...TBD.

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: 43rd and 44th *b. Program/Project: 43rd and 44th

17. Proposed Project:

*a. Start Date: July 1, 2011 *b. End Date: June 30, 2012

18. Estimated Funding ($):

*a. Federal	TBD
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	TBD

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Henry

Middle Name: L.

*Last Name: Garcia

Suffix:

*Title: City Manager

*Telephone Number: 951-413-3453 Fax Number: 951-413-3459

* Email: HenryG@moval.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance SF-424 Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

N/A

SECTION 4 – ADDITIONAL GRANT REQUIREMENTS
CITIZEN PARTICIPATION

CITIZEN PARTICIPATION PROCESS

In preparing the 2011/12 Action Plan, the City took an assertive approach to encourage citizen participation. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low- and moderate-income and homeless members of the community. Those with special needs are included as well. To meet this requirement, the City prepared a Citizen Participation Plan (Attachment D), which outlines the process for encouraging citizen participation in the development of the Action Plan.

Citizen participation was accomplished through a series of meetings, public notices and announcements. City staff hosted community meetings and invited area residents, non-profit organizations and surrounding jurisdictions to provide input on the needs of the community. Public meetings to determine needs were held at the Moreno Valley Conference and Recreation Center and the Senior Center. In addition, several focused meetings with local agencies, surrounding jurisdictions and City committees were also conducted. Information and notification of these meetings was distributed through correspondence, flyers and public notices. Table 4-A, on the following page, outlines the citizen participation schedule.

The information compiled from the meetings (as outlined in the above schedule) was used in determining the needs in the community and the development of strategies. Citizen Comments are included as Attachment E. Organizations that participated in meetings or consultations included the following:

- CASA – Court Advocates Program (for Foster Youth)
- Fair Housing Council of Riverside
- 211 Riverside County
- Community Action Partnership of Riverside County

The proposed Action Plan was available for a 30-day public examination and comment period from March 29, 2011 through April 29, 2011.

The Action Plan was available for public review at the following locations:

- City of Moreno Valley Economic Development Department – City Hall
- Moreno Valley Senior Center
- City of Moreno Valley Corporate Yard
- Moreno Valley City Library

No Public comments on the Annual Action Plan were received during the public review period. Comments received at public meetings and hearings are included in Attachment E.

TABLE 4-A
CITIZEN PARTICIPATION SCHEDULE

Annual Action Plan FY 2011-2012 CDBG & HOME Programs Citizen Participation Schedule	
November 3, 2010	Notice of Community Needs Meetings *(Publish in Newspaper & Mail Out)*
November 17, 2010	Community Needs Assessment Meeting – Conference & Recreation Center (6:00 p.m. to 8:00 p.m.)
December 1, 2010	Publish Notice of Public Hearing for December 14, 2010 to Adopt CDBG/HOME Program Objectives and Policies
December 2, 2010	Community Needs Assessment Meeting – Senior Community Center (6:00 p.m. to 8:00 p.m.)
December 14, 2010	City Council Meeting – Adopt CDBG/HOME Program Objectives and Policies ***(Public Hearing)***
December 14, 2010	Mail NOFA (Notice of Funding Availability) to Interest List
January 3, 2011	**CDBG/HOME Applications Available for Distribution** Notice of Funding Availability Published
January 31, 2011	**All Applications Due (Non Profit and In-House)**
February 1-17, 2011	Technical Review Committee Reviews Public Service and Community Needs Applications; Applicant Oral Presentations
February 15, 2011	Publish Notice of Annual Action Plan Review Period (Mar 15 – Apr 15)
February 17, 2011	Final Technical Committee Project Review & Recommendation
February 18, 2011	Publish Notice of Public Hearing for March 8, 2011 City Council Meeting
March 22, 2011	City Council Meeting - CDBG/HOME Project Selection ***(Public Hearing)***
March 29, 2011	Begin Annual Action Plan 30-Day Review Period
April 26, 2011	Publish Notice of Public Hearing for May 10, 2011 to Approve the Annual Action Plan
April 29, 2011	Close of 30-day Public Comment Period for Annual Action Plan
May 10, 2011	City Council Meeting - Review Citizen Comments & Approve the Annual Action Plan ***(Public Hearing)***
Not later than May 12, 2011	Submittal of Annual Action Plan to HUD

SECTION 4 – ADDITIONAL GRANT REQUIREMENTS
CERTIFICATIONS

(Behind this page)

CERTIFICATIONS FY 2011-2012

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the City of Moreno Valley certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, and it has concluded an analysis of impediments to fair housing choice within the jurisdiction, and will take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential ant displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____

Signature/Authorized Official Date

Henry Garcia, City Manager

Specific CDBG Certifications

The City of Moreno Valley certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2010-2011 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws -- The grant will be conducted and administered in conformity within title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Henry Garcia, City Manager

Specific HOME Certifications

The City of Moreno Valley certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Henry Garcia, City Manager

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
City Hall
14177 Frederick Street
Moreno Valley, CA 92552

(X) Check if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

ATTACHMENT A – DEFINITIONS OF TERMS AND ACRONYMS USED

List of acronyms used in this document:

CDBG: Community Development Block Grant

CDBG-R: Community Development Block Grant, Recovery Program

HOME: HOME Investment Partnership Grant

HPRP: Homelessness Prevention and Rapid Re-housing Program

HUD: U.S. Department of Housing and Urban Development

NSP: Neighborhood Stabilization Program

RDA: Community Redevelopment Agency of the City of Moreno Valley

This glossary is designed to provide a comprehensive list of terms used in this Consolidated Plan and future annual plans.

Affordable Housing: Affordable housing is generally defined as housing where the occupant is paying no more than 30 percent of gross income for gross housing costs, including utility costs.

AIDS and Related Diseases: The disease of acquired immune deficiency syndrome or any conditions arising from the etiologic agent for acquired immune deficiency syndrome.

Alcohol/Other Drug Addiction: A serious and persistent alcohol or other drug addiction that significantly limits a person's ability to live independently.

Assisted Household or Person: For the purpose of specifying one-year goals for assisting households or persons, a household or person is assisted if, during the coming Federal fiscal year, they will benefit from one or more programs included in the jurisdiction's investment plan. A renter is benefited if the person takes occupancy of affordable housing that is newly acquired, newly rehabilitated, or newly constructed, and/or receives rental assistance. An existing homeowner is benefited during the year if the home's rehabilitation is completed. A first-time homebuyer is benefited if a home is purchased during the year. A homeless person is benefited during the year if the person becomes an occupant of transitional or permanent housing. A non-homeless person with special needs is considered as being benefited, however only if the provision of supportive services is linked to the acquisition, rehabilitation, or new construction of

a housing unit and/or the provision of rental assistance during the year. Households or persons who will benefit from more than one program activity must be counted only once. To be included in the goals, the housing unity must, at a minimum, satisfy the HUD Section 8 Housing Quality Standards (see 24 CFR section 882.109) See also instructions for completing Table 3B of the CHAS and Table 1 of the Annual Performance Report.

Committed: Generally means there has been a legally binding commitment of funds to a specific project to undertake specific activities.

Consolidated Plan: The document that is submitted to HUD that serves as the planning document (comprehensive housing affordability strategy and community development plan) of the jurisdiction and an application for funding under any of the Community Planning and Development formula grant programs (CDBG, ESG, HOME, or HOPWA), which is prepared in accordance with the process prescribed in 24CFR part 91.

Cost Burden: The extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data published by the U.S. Census Bureau.

Disabled Household: A household composed of one or more persons at least one of whom is an adult (a person of at least 18 years of age) who has a disability. A person shall be considered to have a disability if the person is determined to have a physical, mental or emotional impairment that: (1) is expected to be of long-continued and indefinite duration, (2) substantially impeded his or her ability to live independently, and (3) is such a nature that the ability could be improved by more suitable housing conditions. A person shall also be considered to have a disability if he or she has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-6006). The term also includes the surviving member or members of any household described in the first sentence of this paragraph who were living in an assisted unit with the deceased member of the household at the time of his or her death.

Economic Independence and Self-Sufficiency Programs: Programs undertaken by Public Housing Agencies (PHAs) to promote economic independence and self-sufficiency for participating families. Such programs may include Project Self-Sufficiency and Operation Bootstrap programs that originated under earlier Section 8 rental certificate and rental voucher initiatives, as well as the Family Self-Sufficiency program. In addition, PHAs may operate locally developed programs or conduct a variety of special projects designed to promote economic independence and self-sufficiency.

Elderly Household: For HUD rental programs, a one or two person household in which the head of the household or spouse is at least 62 years of age.

Emergency Shelter: Any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Extremely Low-Income Family: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Existing Homeowner: An owner-occupant of residential property who holds legal title to the property and who uses the property as his/her principal residence.

Family: Family means all persons living in the same household who are related by birth, marriage or adoption.

Family Self-Sufficiency (FSS) Program: A program enacted by Section 554 of the National Affordable Housing Act which directs Public Housing Agencies (PHAs) and Indian Housing Authorities (IHAs) to use Section 8 assistance under the rental certificate and rental voucher programs, together with public and private resources to provide supportive services, to enable participating families to achieve economic independence and self-sufficiency.

Federal Preference for Admission: The preference given to otherwise eligible applicants under HUD's rental assistance programs who, at the time they seek housing assistance, are involuntarily displaced, living in substandard housing, or paying more than 50% of family income for rent. (See, for example, 24 CFR 882.219.)

First-Time Homebuyer: An individual or family who has not owned a home during the three-year period preceding the HUD-assisted purchase of a home that must be used as the principal residence of the homebuyer, except that any individual who is a displaced homemaker (as defined in 24 CFR 92) or a single parent (as defined in 24 CFR 92) may not be excluded from consideration as a first-time homebuyer on the basis that the individual, while a homemaker or married, owned a home with his or her spouse or resided in a home owned by the spouse.

For Rent: Year round housing units that are vacant and offered/available for rent. (U.S. Census definition)

For Sale: Year round housing units that are vacant and offered/available for sale only. (U.S. Census definition)

Frail Elderly: An elderly person who is unable to perform at least 3 activities of daily living (i.e., eating, dressing, bathing, grooming, and household management activities). (See 24 CFR 889.105.)

Group Quarters: Facilities providing living quarters that are not classified as housing units. (U.S. Census definition). Examples include: prisons, nursing homes, dormitories, military barracks, and shelters.

HOME: The HOME Investment Partnerships Program, which is authorized by Title II of the National Affordable Housing Act.

Homeless Family: Family that includes at least one parent or guardian and one child under the age of 18, a homeless pregnant woman, or a homeless person in the process of securing legal custody of a person under the age of 18.

Homeless Individual/Homeless Person: An unaccompanied youth (17 years or younger) or an adult (18 years or older) without children, who is homeless (not imprisoned or otherwise detained pursuant to an Act of Congress or a State law), including the following: (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and (2) an individual who has a primary nighttime residence that is: (i) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); (ii) an institution that provides a temporary residence for individuals intended to be institutionalized; or (iii) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Homeless Subpopulations: Include but are not limited to the following categories of homeless persons: severely mentally ill only, alcohol/drug addicted only, severely mentally ill and alcohol/drug addicted, fleeing domestic violence, youth, and persons with HIV/AIDS.

Homeless Youth: Unaccompanied person 17 years of age or younger who is living in situations described by terms "sheltered" or "unsheltered".

Household: All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Housing Problems: Households with housing problems include those that: (1) occupy units meeting the definition of Physical Defects; (2) meet the definition of overcrowded; and (3) meet the definition of cost burden greater than 30%.

Housing Unit: An occupied or vacant house, apartment, or single room (SRO housing) that is intended as separate living quarters. (U.S. Census definition)

Institutions/Institutional: Group quarters for persons under care or custody. (U.S. Census definition)

Jurisdiction: A State or unit of general local government.

Large Family/Household: Family/household of five or more persons.

Large Related: A household of 5 or more persons that includes at least one person related to the householder by blood, marriage or adoption.

LIHTC: (Federal) Low Income Housing Tax Credit.

Low- and Moderate-Income Household: A household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person: A member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-Income Family/Household: Low-income families/households whose incomes do not exceed 50 percent of the median family/household income for the area, as determined by HUD with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Middle-Income Family/Household: Family/household whose income is between 80 percent and 95 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 95 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This corresponds to the term "moderate income family" under the CHAS statute, 42 U.S.C. 12705.)

Moderate-Income Family/Household: Family/household whose income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Non-Homeless Persons with Special Needs: Includes frail elderly persons, persons with AIDS, disabled families, and families participating in organized programs to achieve economic self-sufficiency.

Non-Institutional: Group quarters for persons not under care or custody. (U.S. Census definition used)

Occupied Housing Unit: A housing unit that is the usual place of residence of the occupant(s).

Other Household: A household of one or more persons that does not meet the definition of a Small Related household, Large Related household or Elderly Household.

Other Income: Household whose incomes exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This term corresponds to moderate-income in the CDBG Program.)

Other Vacant: Vacant year round housing units that are not For Rent or For Sale. This category would include Awaiting Occupancy or Held.

Overcrowded: For purposes of describing relative housing needs, a housing unit containing more than one person per room, as defined by the U.S. Census Bureau, for which data are made available by the Census Bureau. (See 24 CFR 791.402(b).)

Owner: A household that owns the housing unit it occupies. (U.S. Census definition)

Physical Defects: A housing unit lacking complete kitchen or bathroom (U.S. Census definition). Jurisdictions may expand upon the Census definition.

Primary Housing Activity: A means of providing or producing affordable housing -- such as rental assistance, production, rehabilitation or acquisition -- that will be allocated significant resources and/or pursued intensively for addressing a particular housing need. (See also, "Secondary Housing Activity".)

Project-Based (Rental) Assistance: Rental Assistance provided for a project, not for a specific tenant. Tenants receiving project-based rental assistance give up the right to that assistance upon moving from the project.

Public Housing CIAP: Public Housing Comprehensive Improvement Assistance Program.

Public Housing MROP: Public Housing Major Reconstruction of Obsolete Projects.

Rent Burden > 30% (Cost Burden): The extent to which gross rents, including utility costs, exceed 30 percent of gross income, based on data published by the U.S. Census Bureau.

Rent Burden > 50% (Severe Cost Burden): The extent to which gross rents, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Rental Assistance: Rental assistance payments provided as either project-based rental assistance or tenant-based rental assistance.

Renter: A household that rents the housing unit it occupies, including both units rented for cash and units occupied without cash payment of rent. (U.S. Census definition)

Renter Occupied Unit: Any occupied housing unit that is not owner occupied, including units rented for cash and those occupied without payment of cash rent.

Secondary Housing Activity: A means of providing or producing affordable housing -- such as rental assistance, production, rehabilitation, or acquisition -- that will receive fewer resources and less emphasis than primary housing activities for addressing a particular housing need. (See also, "Primary Housing Activity".)

Section 215: Section 215 of Title II of the National Affordable Housing Act. Section 215 defines "affordable" housing projects under the HOME program.

Service Needs: The particular services identified for special needs populations, which typically may include transportation, personal care, housekeeping, counseling, meals, case management, personal emergency response, and other services to prevent premature institutionalization and assist individuals to continue living independently.

Severe Cost Burden: The extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Severe Mental Illness: A serious and persistent mental or emotional impairment that significantly limits a person's ability to live independently.

Sheltered: Families and persons whose primary nighttime residence is a supervised publicly or privately operated shelter, including emergency shelters, transitional housing for the homeless, domestic violence shelters, residential shelters for runaway and homeless youth, and any hotel/motel/apartment voucher arrangement paid because the person is homeless. This term does not include persons living doubled up or in overcrowded or substandard conventional housing. Facilities that offer permanent shelter are not shelters, nor are the residents to be considered homeless.

Small Related: A household of 2 to 4 persons that includes at least one person related to the householder by birth, marriage, or adoption.

Substandard Condition and not Suitable for Rehab: By local definition, dwelling units that are in such poor condition as to be neither structurally not financially feasible for rehabilitation.

Substandard Condition but Suitable for Rehab: By local definition, dwelling units that do not meet standard conditions but are both financially and structurally feasible for rehabilitation. This

does not include units that require only cosmetic work, correction or minor livability problems or maintenance work. The jurisdiction must define this term (i.e., standard condition, financially and structurally feasible for rehab) and include this definition in the Appendix (Glossary of Terms) portion of its CHAS submission.

Substantial Amendment: A major change in an approved housing strategy. It involves a change to the five-year strategy, which may be occasioned by a decision to undertake activities or programs inconsistent with that strategy.

Substantial Rehabilitation: Rehabilitation of residential property at an average cost for the project in excess of $25,000 per dwelling unit.

Supportive Housing: Housing, including Housing Units and Group Quarters, that provides a supportive environment and include a planned service component.

Supportive Service Need in FSS Plan: The plan that PHAs administering a Family Self-Sufficiency program are required to develop to identify the services they will provide to participating families and the source of funding for those services. The supportive services may include child care; transportation; remedial education; education for completion of secondary or post secondary schooling; job training, preparation and counseling; substance abuse treatment and counseling; training in homemaking and parenting skills; money management, and household management; counseling home ownership; job development and placement; follow-up assistance after job placement; and other appropriate services.

Supportive Services: Services provided to residents of supportive housing for the purpose of facilitating the independence of residents. Some examples are case management, medical or psychological counseling and supervision, childcare, transportation, and job training.

Tenant-Based (Rental) Assistance: A form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. The assistance is provided for the tenant, not for the project.

Total Vacant Housing Units: Unoccupied year round housing units. (U.S. Census definition)

Transitional housing: A project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living within 24 months, or a longer period approved by HUD. For purposes of the HOME program, there is no HUD-approved time period for moving to independent living.

Unsheltered: Families and individuals whose primary nighttime residence is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., streets, parks, alleys).

Vacant Awaiting Occupancy or Held: Vacant year round housing units that have been rented or sold and are currently awaiting occupancy, and vacant year round housing units that are held by owners or renters for occasional use. (U.S. Census definition)

Vacant Housing Unit: Unoccupied year-round housing units that are available or intended for occupancy at any time during the year.

Very Low-Income: Households whose incomes do not exceed 30 percent of the median area income for the area, as determined by HUD, with adjustments for smaller and larger families and for areas with unusually high or low incomes or where needed because of prevailing levels of construction costs or fair market rents. (This term corresponds to low-income households in the CDBG Program.) For the purpose of further distinguishing needs within this category, two subgroups (0 to 30% and 31 to 50% of MFI) have been established in the CHAS tables and narratives.)

Worst-Case Needs: Unassisted, very low income renter households who pay more than half of their income for rent, live in seriously substandard housing (which includes homeless people) or have been involuntarily displaced.

Year Round Housing Units: Occupied and vacant housing units intended for year round use. (U.S. Census definition.) Housing units for seasonal or migratory use are excluded.

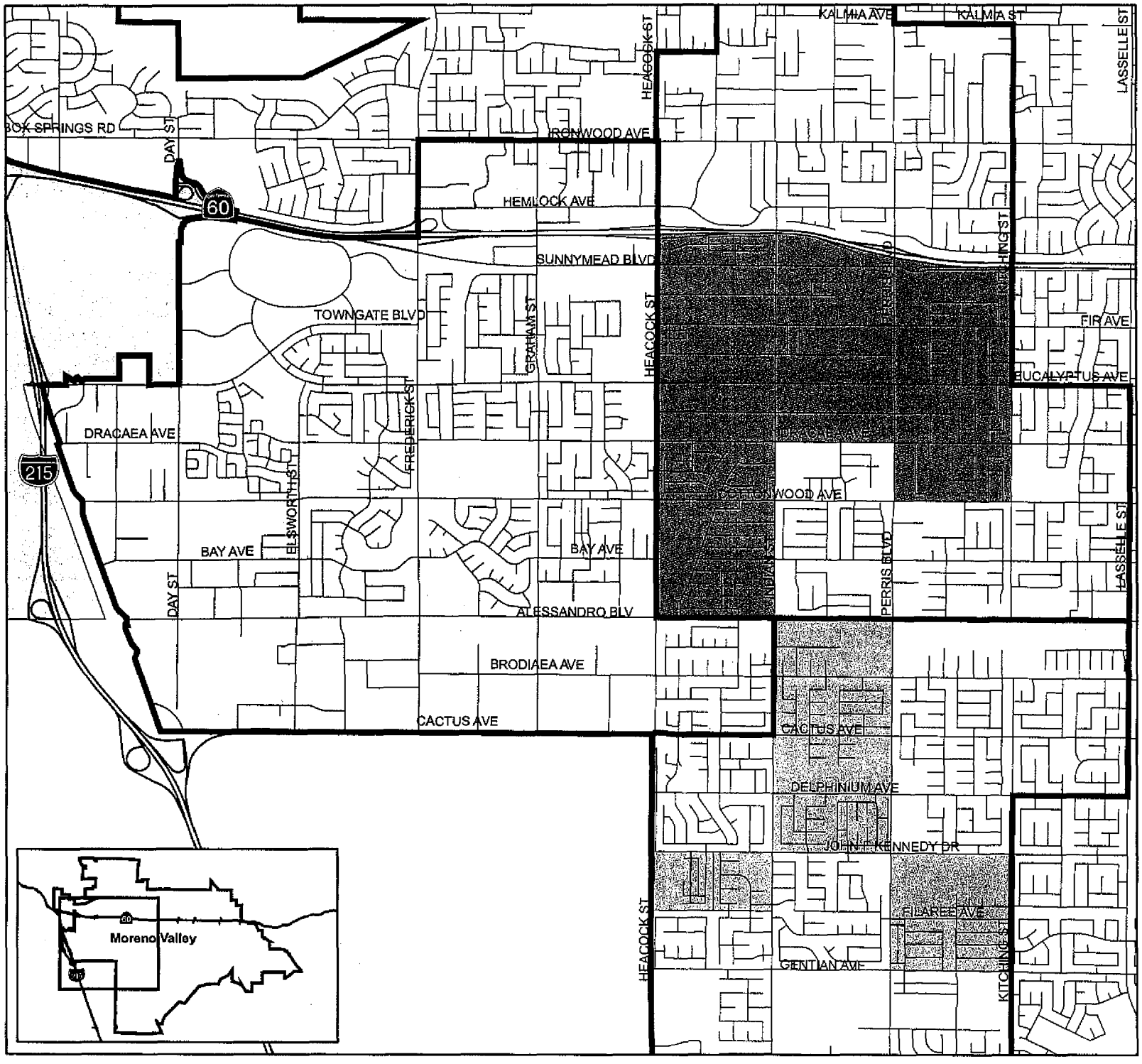

City of Moreno Valley CDBG Target Areas

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

MV00105243

Redevelopment Area

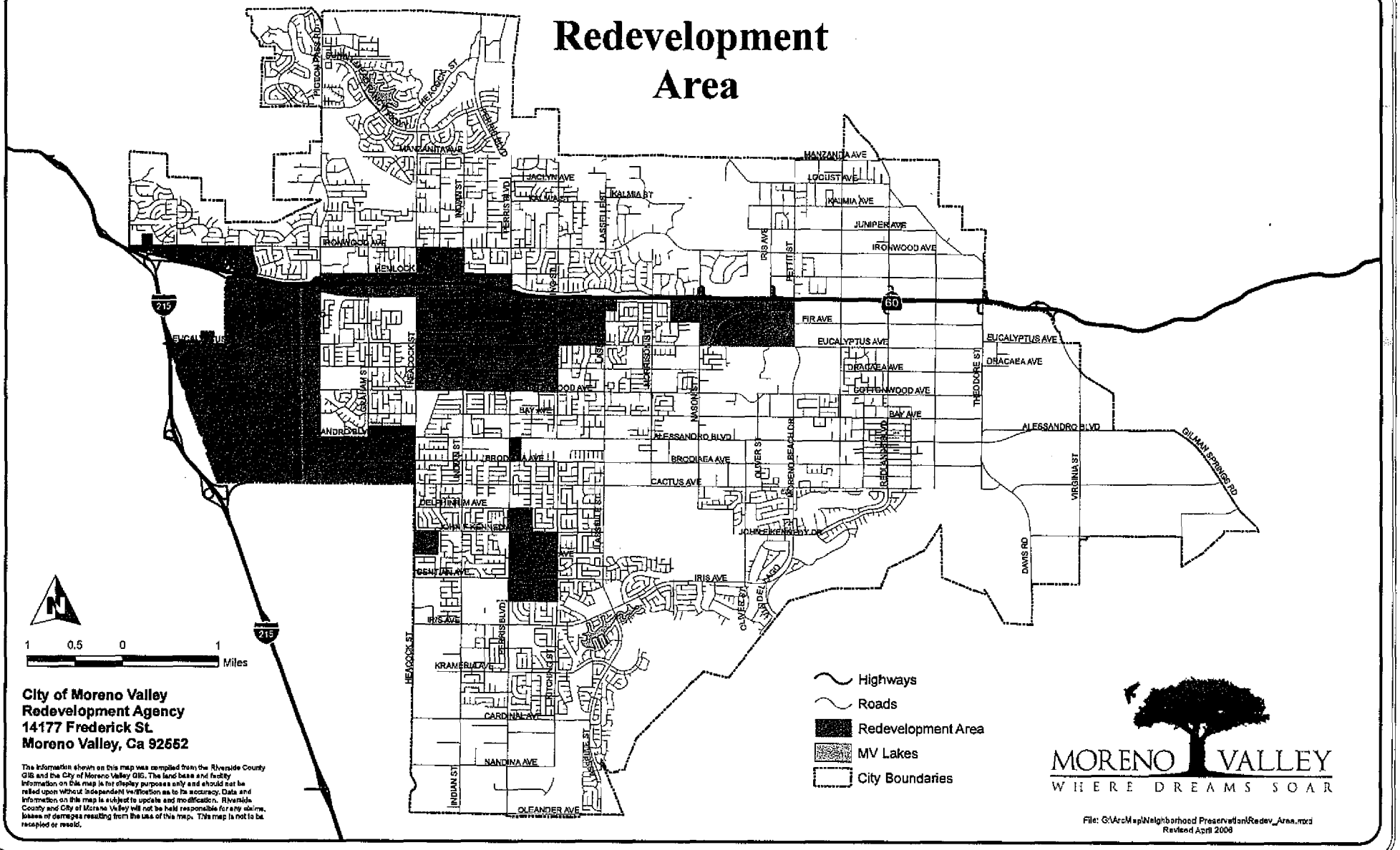

City of Moreno Valley
Redevelopment Agency
14177 Frederick St.
Moreno Valley, Ca 92552

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MV00105244

CITY OF MORENO VALLEY
REVITALIZATION AREAS

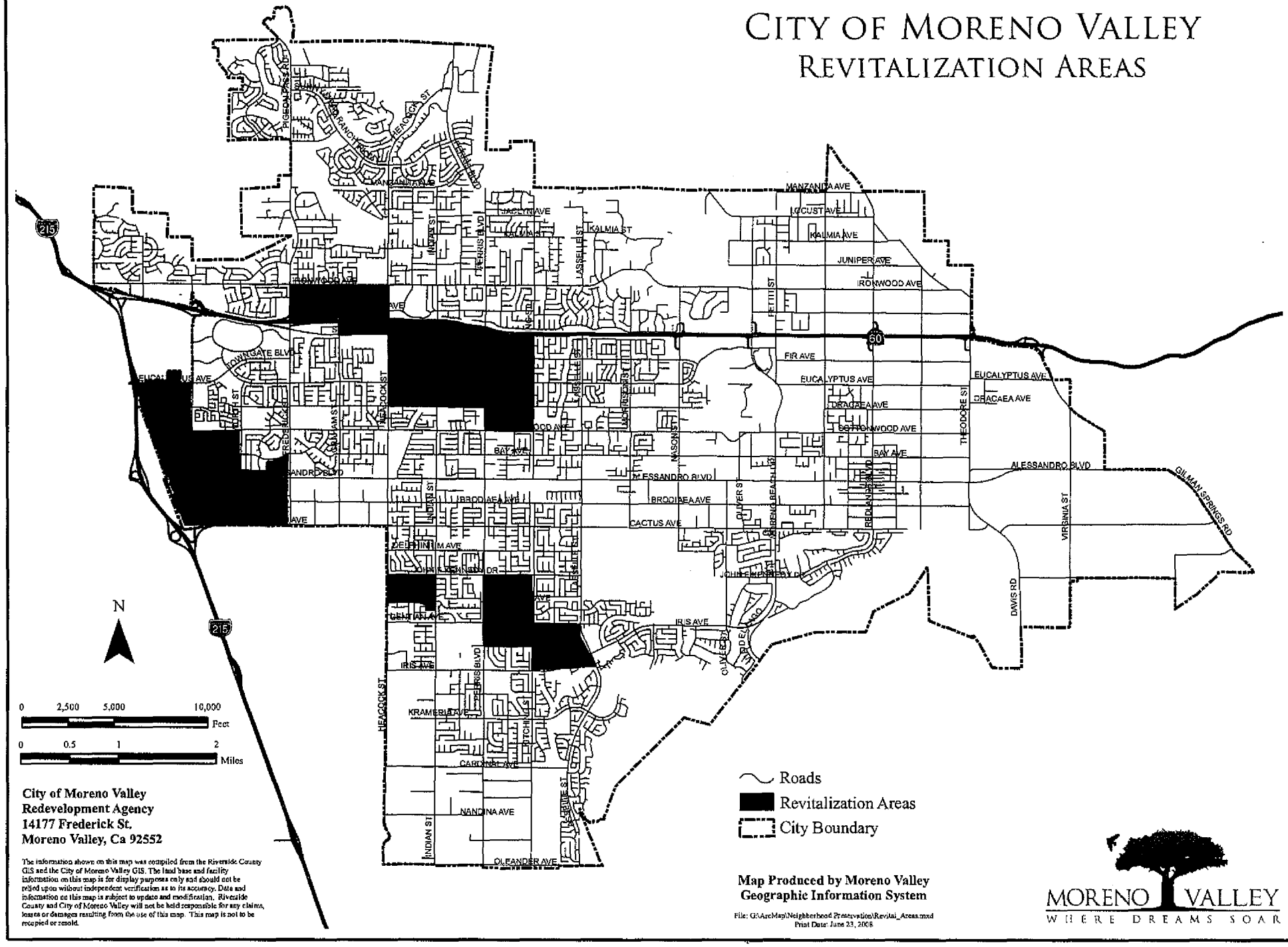

City of Moreno Valley
Redevelopment Agency
14177 Frederick St.
Moreno Valley, Ca 92552

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Map Produced by Moreno Valley Geographic Information System

File: G:\ArcMap\Neighborhood Preservation\Revital_Areas.mxd
Print Date: June 23, 2008

MORENO VALLEY
WHERE DREAMS SOAR

MV00105245

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY

NOTICE OF PUBLIC HEARING

CDBG & HOME PROGRAMS FISCAL YEAR 2011/2012 ANNUAL ACTION PLAN

The Moreno Valley City Council of the City of Moreno Valley will hold a **PUBLIC HEARING** to review and select the programs and projects requesting Community Development Block Grant (CDBG) and HOME Incentive Partnership Program (HOME) Funds for FY 2011/12.

The **Public Hearing** will be held on **Tuesday, March 22, 2011 at 6:30 p.m.** at the following location:

City Council Chambers
City of Moreno Valley - City Hall
14177 Frederick Street.
Moreno Valley, CA 92552

The City anticipates receiving an estimated $1,795,990 in new CDBG funds and $603,264 in HOME funds in FY 2011/2012. Please note that at least 70% of the CDBG funding will be allocated to projects serving lower income residents. The public is invited to attend and give input regarding the programs proposed for funding. Once approved at the City level, the programs will be incorporated into the 2010/11 Annual Action Plan and submitted to the Department of Housing and Urban Development (HUD) for Federal approval.

The Action Plan is the annual update to the City's adopted 5-Year Consolidated Plan that covers the period from July 1, 2008 through June 30, 2013 (FY 2008 - FY 2013). The Consolidated Plan is a comprehensive planning document that identifies priority housing and non-housing needs of the community. It also discusses strategies, projects and funding distributions. The City is required to provide HUD the Annual Action Plan that incorporates how new CDBG and HOME funds will be used to facilitate the strategies and address the needs identified in the Consolidated Plan.

For more information, please contact Isa Rojas, Management Analyst in the Economic Development Department, (951) 413-3450.

3-9-11

CITY OF MORENO VALLEY

NOTICE OF PUBLIC COMMENT PERIOD

PROPOSED 2011/2012 ANNUAL ACTION PLAN

As a recipient of both Federal Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds, the City of Moreno Valley is required to complete a Consolidated Plan and an Annual Action Plan. The Consolidated Plan is a five-year planning document that addresses the housing and community development needs of the City. The Annual Action Plan details the strategies and programs that the City will undertake during each program year.

The 2011/2012 Annual Action Plan covering activity from July 1, 2011 through June 30, 2012 will be available for public review and comments from March 29, 2011 through April 29, 2011. Public comments will only be received during the fifteen (30) day comment period. Upon completion of the comment period, the Action Plan will be revised to include a summary of public comments received. All comments will be incorporated as addendums to the Report and will be forwarded to the U.S. Department of Housing and Urban Development (HUD).

Copies of the Action Plan will be available for review at the Senior Community Center, the Purchasing Division Office at the City Corporate Yard, the Economic Development Department at City Hall, and the Moreno Valley Public Library. Comments must be submitted to the Economic Development Department. Contact information is listed below.

ISA ROJAS, MANAGEMENT ANALYST
CITY OF MORENO VALLEY
ECONOMIC DEVELOPMENT DEPARTMENT
NEIGHBORHOOD PRESERVATION DIVISION
14177 FREDERICK STREET
MORENO VALLEY, CA 92552
NP@MOVAL.ORG
(951) 413-3450

ATTACHMENT D – CITIZEN PARTICIPATION PLAN

INTRODUCTION

The City of Moreno Valley is required by law to have a detailed Citizen Participation Plan that contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of CDBG and HOME funds. The Moreno Valley Citizen Participation Plan was developed pursuant to the U.S. Department of Housing and Urban Development (HUD), Consolidated Submission for Community Planning and Development Programs as required under 24CFR Part 91 and Part 8. The Citizen Participation Plan provides the method and process by which the City of Moreno Valley will encourage citizen participation in the development of its Consolidated Plan. Through this plan, citizens will be afforded the opportunity to provide input regarding housing and community development needs, issues and problems affecting low- and moderate-income persons, development of strategies, project selections and funding distributions.

Encouraging Public Participation

The law requires that the City's Citizen Participation Plan both provide for and encourage public participation, emphasizing involvement by low- and moderate-income people – especially those living in low- and moderate-income neighborhoods (see CDBG Target Area Map). Also, HUD expects the City to take whatever actions are appropriate to encourage participation of minorities, people who do not speak English, and people with disabilities.

The City also maintains a distribution list of persons, agencies, and organizations that have expressed interest in the City's CDBG or HOME programs. Notifications of events, such as the Community Needs meetings, are mailed directly to those on the distribution list to encourage public participation.

The Role of Low Income People

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing: decent housing, a suitable living environment, and growing economic opportunities – all principally for low- and moderate-income people.

The City of Moreno Valley will provide the Riverside County Public Housing Authority with a copy of all Public Notices that are published during the Consolidated Plan process. The City encourages input from residents of the Public Housing developments and via the Public Housing Authority, residents are notified of Community Needs Meetings as well as Public Hearings.

Because the amount of federal CDBG and HOME money the City receives each year is mostly based upon the severity of both poverty and substandard housing conditions in the City, it is necessary that public participation genuinely involve low-income residents who experience these conditions. Genuine involvement by low income people must take place at all stages of the process, including:

- Identifying needs
- Setting priorities among these needs, deciding how much money should be allocated to each high-priority need and suggesting the types of programs to meet high-priority needs
- Overseeing the way in which programs are carried out

The Various Stages of the Consolidated Plan Process

The policies and procedures in this Citizen Participation Plan relate to several stages of action mentioned in law or regulation. In general, these stages or events include:

A. Identification of community and housing needs (includes Public Hearing)
B. Preparation of a draft use of funds for the upcoming year, call the Proposed Annual Action Plan (includes Public Hearing)
C. Formal approval by the City Council of the Final Annual Action Plan (includes Public Hearing)
D. In the case where is it necessary to change the use of money already budgeted in an Action Plan or change priorities, a Substantial Amendment will be proposed (includes Public Hearing)
E. After the program year is complete, a Consolidated Annual Performance and Evaluation Report (CAPER) is drafted for public review and comment and then sent to HUD

The Program Year

The program year for Moreno Valley coincides with the City's fiscal year from July 1 through June 30.

PUBLIC NOTICES

Items Covered by the Public Notice Requirement

Advance Public Notice is provided once a federally required document is available for public review and comment, such as the Annual Action Plan or Consolidated Plan. In addition, advance public notice of all public hearings and public meetings is provided at least two weeks in advance.

Public Notice Schedule

Advance notice of all available documents, public hearings and public meetings are provided at least two weeks in advance. The notices will give residents a clear understanding of the event being announced.

The following is a general timeline of when public notices are published:

November-January	Notice of Community Needs Meetings
December-January	Notice of Public Hearing to Identify Community Needs
January	Notice of Funding Availability and Application Process for Funding
March	Notice of Public Hearing to Discuss Proposed Consolidated/Action Plan
March-April	Notice of Consolidated/Action Plan Availability for Public Review
April-May	Notice of Public Hearing to Adopt Final Consolidated/Action Plan
As Needed	Notice of Availability of Amendment to Consolidated/Action Plan
As Needed	Notice of Public Hearing to Amend Consolidated/Action Plan

Forms of Public Notice

Public notices are published in the Press-Enterprise as display advertisements in the non-legal section of the newspaper. A copy of the public notice will be sent to any person or organization requesting to be on the mailing list.

PUBLIC ACCESS TO INFORMATION

As required by law, the City will provide the public with reasonable and timely access to information and records relating to the data or content of the Consolidated Plan, as well as the proposed, actual and past use of funds covered by the Citizen Participation Plan. Regarding the past use of funds, the law requires reasonable public access to records about any uses of these funds during the previous five years.

Also, the City will provide the public with reasonable and timely access to local meetings relating to the proposed or actual use of funds.

Standard Documents

Standard documents include:

- The proposed and final Annual Action Plans
- The proposed and final Five-Year Consolidated Plan
- Proposed and final Substantial Amendments to either an Annual Action Plan or the Five-Year Consolidated Plan
- Consolidated Annual Performance and Evaluation Report
- Citizen Participation Plan

Availability of Standard Documents

All documents are available for immediate public review at City Hall in the Economic Development Department. Copies of standard documents that are not currently posted for public review will be provided to the public within five working days of the request at no cost. Copies of draft documents such as the Action Plan and CAPER are available at several locations for public review. These locations are: the Library, the Senior Center, City Hall, and the Purchasing Division at the City Corporate Yard. Documents remain at each of the for the entire required review time that is specified in the applicable public notice. All final documents are available for public review at City Hall during normal business hours.

PUBLIC HEARINGS

Public hearings are required by law in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals.

The law requires a minimum of two public hearings at two different stages of the process. The City will conduct three public hearings at the following stages of the process: Identifying Needs, Proposed Annual Action Plan, and the Final Annual Action Plan. Public hearings are also conducted for amendments to the Annual Action Plan as needed.

Access to Public Hearings

Public hearings will be held only after there has been adequate notice as described in the Public Notice part of this Citizen Participation Plan, including a display advertisement in the non-legal section of the newspaper at least two weeks prior to the public hearing. Public hearings are conducted during the regularly scheduled City Council meetings.

Public Hearings and Populations with Unique Needs

All public hearings will be held at locations accessible to people with disabilities and provisions will be made for people with disabilities when requests are made within at least five working days prior to a hearing. Translators will be provided for people who do not speak English when requests are made at least five working days prior to a hearing.

Conduct of Public Hearings

To ensure that public hearings are meaningful to residents, each public hearing will be conducted in the presence of the City Council. Each resident choosing to speak will be allowed a maximum of five minutes to make a verbal presentation.

The following is a general timeline of when public hearings are conducted during the process:

January	Public Hearing to Identify Community Needs
March	Public Hearing to Discuss CDBG and HOME Proposed Projects
May	Public Hearing to Adopt Final Consolidated Plan Amendment/ Action Plan
As Needed	Public Hearing to Amend Consolidated Plan Amendment/ Action Plan

STAGES IN THE PROCESS

A. IDENTIFYING NEEDS

Because the housing and community development needs of low- and moderate-income people are so great and so diverse, priorities must be set in order to decide which needs should get more attention and more resources than other needs. This is the basic reason the Consolidated Plan exists.

A public hearing is required to obtain residents' opinions about needs and what priority those needs have. In order to encourage public involvement, two public community needs meetings are conducted in two separate locations to determine the specific needs and priorities identified by low- and moderate-income people. After information is gathered from the community needs meetings, a public hearing is conducted to allow residents to express comments regarding the needs of the City's low- and moderate-income population.

The public hearing about community needs will be completed at least 15 days before a draft Annual Action Plan is published for comment, so that the needs identified can be considered by the City and addressed in the draft Annual Action Plan.

B. THE PROPOSED ANNUAL ACTION PLAN (AND/OR FIVE-YEAR STRATEGY)

The law governing the Citizen Participation Plan calls for improved accountability of jurisdiction to the public. In that spirit and in compliance with the terms of the law, the City will use the following procedures.

At the beginning of this stage, the City will provide the public with an estimate of the amount of CDBG and HOME funds it expects to receive in the upcoming year, along with a

description of the range of types of activities that can be funded with these resources. Also, the public will be given an estimate of the amount of these funds that will be used in ways that will benefit low- and moderate-income people.

The plans of the City to minimize the extent to which low- and moderate-income people will have to leave their homes as a result of the use of these federal dollars (called "displacement") will also be available at this time. This "anti-displacement plan" will also describe how the City will compensate people who are actually displaced as a result of the use of these funds, specifying the type and amount of compensation.

Technical Assistance

City staff will work with organizations and individuals representative of low- and moderate-income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff for technical assistance before completing a proposal form.

Availability of a Proposed Annual Action Plan

Within 3 weeks after the Public Hearing about the Proposed Annual Action Plan, the City will make the Proposed Annual Action Plan available to the public. In addition, copies will be available at the locations specified above in the section, "Public Access to Information". A Public Notice will be published at least two weeks prior to the document's availability. The term "notice" described earlier in the section on "Public Notice" will be used.

Also, the date the Proposed Annual Action Plan is available to the public will be at least 30 days prior to the date a Final Annual Action Plan is approved by the City Council so that low- and moderate-income people will have a reasonable opportunity to examine it and to submit comments.

Public Hearing and Further Action

A public hearing about the Proposed Annual Action Plan will be conducted by the City Council within 30 days before it is available to the public. In addition, this public hearing will be held so that there are at least another 30 days before the Final Annual Action Plan is approved by the City Council so that the elected officials can consider the public's comments from the public hearing.

In preparing a Final Annual Action Plan, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Annual Action Plan will have a section that presents all comments and explains why any comments were not accepted.

C. THE FINAL ANNUAL ACTION PLAN (AND/OR FIVE-YEAR STRATEGY)

Copies of the Final Annual Action Plan will be made available to the public at City Hall for review. Copies can be obtained free of charge and within five business days of the request.

D. AMENDMENTS TO THE ANNUAL ACTION PLAN (AND/OR FIVE-YEAR STRATEGY)

The Final Annual Action Plan will be amended any time there is: a change in one of the Priorities presented on the HUD-required Priority Table, a change in the use of money to an activity not mentioned in the Final Annual Action Plan, or, a change in the purpose, location, scope of beneficiaries of an activity. The public will be notified whenever there is an amendment.

Substantial Amendments

The following will be considered "substantial" amendments:

1. A change in the use of CDBG or HOME money from one activity to another.
2. The elimination of an activity originally described in the Annual Action Plan.
3. The addition of an activity not originally described in the Annual Action Plan.
4. A change in the purpose of an activity, such as a change in the type of activity or its ultimate objective – for example, a change in a construction project from housing to commercial.
5. A meaningful change in the location of an activity.
6. A change in the type or characteristics of people benefiting from the activity. Among the "characteristics" are:
    a. The HUD-recognized income levels of: 0-30 percent of area median income; between 31 percent and 50 percent of AMI; and between 51 percent and 80 percent of AMI
    b. Race or ethnicity
    c. Renter or homeowner

d. Single households, small ones (two to four persons), large ones (five or more persons)

7. A 20% percent decrease in the number of low- and moderate-income people benefiting from an activity.
8. A change in the scope of an activity, such that there is a 20% percent increase or decrease in the amount of money allocated to the activity.

Public Notice and Public Hearing for Substantial Amendments

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

1. There will be advance notice of the availability of a proposed Substantial Amendment 30 days before there is a public hearing.
2. A detailed written description of the proposed Substantial Amendment will be made available to the public. Also, copies will be available at the locations indicated earlier in this Citizen Participation Plan under "Public Access to Information".
3. There will be a public hearing regarding the proposed Substantial Amendment conducted by the City Council. This public hearing will not take place until the public has had 30 days to review the proposed Substantial Amendment.
4. The public hearing will be held no sooner than two weeks prior to submission to HUD.
5. In preparing the Final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Substantial Amendment will have a section that presents all comments and explains why any comments were not accepted.

E. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Every year the City must send into HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In

general, the CAPER must describe how funds were actually used and the extent to which these funds were used for activities that benefited low- and moderate-income people.

Public Notice and Public Hearing for Consolidated Annual Performance and Evaluation Report (CAPER)

There must be reasonable notice that the Consolidated Annual Performance and Evaluation Report (CAPER) is available so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for the CAPER:

1. There will be advance notice of the availability of the CAPER two weeks in advance.
2. A complete copy of the CAPER will be made available to the public at the locations indicated earlier in the Citizen Participation Plan under "Public Access to Information".
3. The public will have a minimum of 15 days to review and provide comments on the CAPER.
4. In preparing the CAPER for submission to HUD, careful consideration will be given to all comments and views expressed by the public. The CAPER sent to HUD will have a section that presents all comments and explains why any comments were not accepted.

Contents of the CAPER

The CAPER provides details on the actions taken by the City during the previous program year and accomplishments completed during the year. Accomplishments include the number of low- and moderate-income persons served and the ethnicity of those individuals. Also provided are expenditures taken during the year and funds spent undertaking each activity.

COMPLAINT PROCEDURES

Comments, suggestions or complaints may be addressed to the Economic Development Department as follows:

City of Moreno Valley
Economic Development Department
Attention: Neighborhood Preservation Division
14177 Frederick Street, P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-34507

All written complaints from the public will receive a meaningful written response within 15 working days after receipt.

CHANGES TO THE CITIZEN PARTICIPATION PLAN

The Citizen Participation Plan can be changed only after the public has been notified of the intent to modify it, and only after the public has had a reasonable chance to review and comment on proposed substantial changes to it.

ATTACHMENT E

COMMUNITY NEEDS ASSESSMENT MEETING

Conference & Recreation Center
November 17, 2010
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Isa Rojas, Management Analyst

Community members present at the meeting:

- Lyn Garcia, Community Action Partnership of Riverside County
- Debra Jackson, Community Action Partnership of Riverside County
- Craig Redelsperger, 211 Riverside County
- Deborah Sutton, CASA – Court Advocates Program (for Foster Youth)

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues. The reference materials packet was reviewed with attendees.

The following is a summary of needs assessment comments made by meeting attendees:

- It was suggested that future funding consideration go toward foster youth services since there is a substantial need. A detailed discussion centered around the high population of kids in the foster care system, the high number of group homes in Moreno Valley (it was commented that the City has the highest number in the County), and the lack of quality foster parents.

- It was commented that with the economy struggling and the high unemployment, new groups of individuals are seeking assistance for the very first time. It was shared that consequently, telephone referral services to members of the community have increased by 38% with the majority of callers requesting help with utilities and housing.

- There was a recommendation that funding should be directed at addressing the increased demand in certain service areas. It was shared that community members are being turned away at certain service provider organizations, such as food banks -which no longer are receiving donations at the level they were in the past. Emergency services and utility services are in extremely high demand.

- The need for support toward local youth programs, including job training was discussed, as was the need for programs that assist 'special needs' populations (elderly, disabled).

- The need for affordable, safe, childcare in our community was noted, particularly with State budget cuts no longer providing subsidies or licensing.

MV00105259

COMMUNITY NEEDS ASSESSMENT MEETING
Community Senior Center
December 2, 2010
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Isa Rojas, Management Analyst

Community members present at the meeting:

- Robin Goins, Smooth Transition, Inc.
- Monica Lopez, Fair Housing Program Manager with the Fair Housing Council of Riverside County
- Sheena Wright, Foreclosure Prevention/Loss Mitigation Specialist, Fair Housing Council of Riverside County

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues. The reference materials packet was reviewed with attendees.

The following is a summary of needs assessment comments made by meeting attendees:

- It was reported that fair housing issues continue to rise in Moreno Valley. With many homeowners having have lost their homes and now being required to rent, tenant-landlord mediation has spiked. Evictions and repair issues are high, and fair housing discrimination cases involving disabled persons have increased 42%.

- The need for loss mitigation counseling continues especially for repeat services for homeowners with modifications who's employment situation keeps changing. It was also noted that predatory lending and foreclosure prevention scams continue to be prevalent in Moreno Valley.

- With the economy still struggling, it was reported that many Fair Housing clients were in need of rental and utility assistance.

- The Fair Housing Council continues to receive requests for, and to provide, First Time Homebuyer education.

- The need for community education was emphasized particularly life skills education and job training for 'at risk' populations such as emancipated youth. It was a consensus that education is key in preventing future hardships for these individuals.

MV00105260

COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

The following is a summary of needs assessment comments made by persons who were unable to attend the meetings but submitted their comments by phone or e-mail:

Community members:

- Judy Neiburger, representing Friends of the Senior Center- MoVan
- Carolyn Sherman, Assistance League of Riverside

- Moreno Valley continues to have a big demand for low cost elderly transportation. It was stated that the MoVan program is ideal for persons on a fixed income and provided for ridership at 1/12 of the cost of other local transportation.

- Special attention was recommended be paid to the increase in homelessness in the community. It was felt that support for services (particularly food) is needed this upcoming funding year.

- It was reported that the Assistance League assisted more needy children with school clothes, backpacks and hygiene kits than ever before. With the recession affecting our local area more severely than the rest of the nation, the need is expected to continue.

MV00105261

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY
ECONOMIC DEVELOPMENT DEPARTMENT
NEIGHBORHOOD PRESERVATION DIVISION

Community Development Block Grant
"Subrecipient Monitoring Form"

GENERAL INFORMATION:

Interviewer:_____

Interviewer:_____

Project Name: _____

Location:_____

Agency:_____

Project Began:_____

Project Ended:_____

Date:_____

Name(s) and Title(s) of Person(s) Interviewed:

CDBG REGULATIONS

1. What efforts has the Subrecipient made to ensure that employees understand applicable CDBG program requirements?

2. Does the Subrecipient maintain adequate records to comply with CDBG program requirements, including records retention? *(circle one)* Yes No

3. Comments:

INTERNAL CONTROLS

1. Has the Subrecipient ensured that financial management systems are maintained in accordance with 24 CFR, Part 85.20(b), as applicable? *(circle one)* Yes No

   If yes, what are the financial management standards?

2. If Subrecipient employees work on both CDBG-eligible and non-CDBG eligible activities, what system does the Subrecipient have in place to ensure that appropriate time distribution records are kept?

3. Is the Subrecipient in compliance with the procurement and/or subcontracting requirements of 24 CFR, Part 85.36, as applicable? *(circle one)* Yes No

4. Does the Subrecipient significantly review for evidence of conflicts of interest either between the Subrecipient and the employees or between the Subrecipient and its contractors (such as obtaining information on background of staff or board directors and seeking specific assurances from contractors, vendors, and suppliers)? *(circle one)* Yes No

SUBRECIPIENT AGREEMENT (24 CFR, PART 570.503)

1. Does the "Scope of Services" contain a description of the types and amounts of services or products that will result from use of CDBG funds in sufficient detail to allow for effective monitoring? *(circle one)* Yes No

   Give examples of any deficiencies found:

2. Is a deadline designated for accomplishment of each of the major services or projects identified in the "Scope of Services" (reference 24 CFR, Part 570.503(b)(1))? *(circle one)* Yes No

   Give examples of any deficiencies found:

3. Are the costs for carrying out the "Scope of Services" presented in sufficient detail to provide an adequate base for comparison of planned and actual performance (reference 24 CFR, Part 570.403(b)(1))? *(circle one)* Yes No

   Describe any deficiencies:

4. Are the documents presented and required of the Subrecipient in order to receive payment of CDBG funds adequate to ensure that payments are eligible and reasonable in relation to actual performance and that funds are not being requested in excess of immediate needs? *(circle one)* Yes No

   If not, please explain:

5. Where special documentation is required by the contract or project activity type such as but not limited to, necessary or appropriate determinations, or lead-based paint, is such documentation being maintained by the Subrecipient? *(circle one)* Yes No

   If not, what is lacking?

6. Where special income documentation is required by the contract or project activity type, is such documentation being maintained by the Subrecipient? *(circle one)* Yes No

   Indicate type of verification required:

7. Are current income limits being utilized for the program? *(circle one)* Yes No

8. Does the Agreement specify that program income is to be retained by the Subrecipient? *(circle one)* Yes No

   If yes, what provisions are made to ensure that such income is recorded and reported, and that it will be used in accordance with CDBG regulations?

9. Has Subrecipient been informed of requirement to submit an annual audit of City funded portion for the program per the CDBG Agreement? Audit shall be performed by a Certified Public Accountant or other independent auditor. *(circle one)* Yes No

REPORTING

1. Does the Subrecipient submit reports such as progress or financial reports on a timely and periodic basis (reference 24 CFR, Part 570.503(b)(2))? *(circle one)* Yes No

   If yes, please describe:

2. How frequently are these reports required to be submitted?

3. Has Subrecipient submitted written reports and is the information submitted sufficient to assess Subrecipient performance against the specifications in the "Scope of Services"? *(circle one)* Yes No

   If not, please explain:

4. Is the reported data verified by the City? *(circle one)* Yes No

   If yes, how does the recipient verify actual beneficiaries of a project?

PROGRAM INCOME MONITORING

1. How does the Subrecipient keep track of generated program income and ensure accurate reporting?

2. Has the Subrecipient established revenue accounts to record program income?

3. If program income is retained by Subrecipient, does the Subrecipient check to determine that:

   a. Program income is being used before new grant funds are requested?

   b. Such income is being used in accordance with CDBG rules and regulations?

ON-SITE REVIEW OF SUBRECIPIENTS BY CITY

1. Did a representative from the City of Moreno Valley monitor this Subrecipient on site? *(circle one)* Yes No

2. Based on this review, does there appear to be any significant differences between actual performance and the reported performance submitted to the City? *(circle one)* Yes No

   If yes, please describe:

3. In reviewing the activities and costs charged by the Subrecipient to the CDBG program, are there any costs that appear clearly unreasonable? *(circle one)* Yes No

4. Are there any expenditures that warrant further review? *(circle one)* Yes No
   If yes, please explain:

SUMMARY

1. Is it evident that the Subrecipient is adequately managing and monitoring its activities? *(circle one)* Yes No

   If not, try to identify the apparent causes of the problem(s). What action is recommended? Does the Subrecipient need additional technical assistance in any particular area? Are there elements of the Sub-recipients management system that are particularly successful? Please note below any general observations, positive and/or negative, which would contribute to a determination as to whether the Subrecipient has an adequate management and monitoring system in place to ensure compliance with regulations and accomplishment of goals and objectives.

FINDINGS:

CONCERNS:

RECOMMENDED ACTIONS:

POSITIVE OBSERVATIONS:

_____ _____
Signature of Reviewer Date

_____
Name and Title

	A	B
1	ATTACHMENT E - CDBG PROPOSED PROGRAMS	
2	CDBG - FY 2011/12 - Total Anticipated Funding $1,621,245 plus project savings of $412,830* =	
3	ACTIVITY	
4	A.	ADMINISTRATION (20% CAP - $324,249)
5	0	Administrative Staffing
6	1	**Fair Housing Council of Riverside County - Fair Housing Program**
7		Subtotal
8	B.	PUBLIC SERVICES (15% CAP - $243,186)
9	2	**Community Foreclosure Prevention Workshops**
10	3	Community Assistance Program (CAP) Food Program
11	4	Friends of the Moreno Valley Senior Center (MoVan) Transportation
12	5	**Problem Orienting Community Policing (POP) Team**
13	6	**Fair Housing Council of Riv County - Foreclosure Prevention Program**
14	7	**Fair Housing Council of Riv County - Landlord Tenant Mediation Program**
15	8	Lutheran Social Services (MARB) Homeless Shelter
16	9	Path of Life Transitional Family Shelter (MARB)
17	10	PW Enhancement Center - Emergency Services Outreach
18	11	Neighborhood Clean-ups
19	12	Assistance League/Operation School Bell - Clothes/School Supplies
20	13	CASA for Riverside County Foster Youth Program
21	14	God's Helping Hand Ministries - Food Bank
22	15	Operation Safehouse Shelter for Youth
23	16	Alternatives to Domestic Violence Emergency Shelter & Services
24	17	Riverside Area Rape Crisis Center - Child Abuse Prevention Program
25	18	**Moreno Valley Community Educators - Tutoring Program**
26	19	ARC of Riverside - Disabled Adult Day Care Facility
27	20	Salvation Army -Food Program
28	21	**Catholic Charities - Case Worker**
29	22	MVUSD High School Intervention Program
30	23	Smooth Transition Literacy/Job Readiness/Life Skills Trng.
31	24	CVHC - Afterschool/Computer Program
32	25	ReNu Hope Foundation - Pre School Bldg. Improvements
33	26	**Volunteer Ctr. '211' Telephone Referral Service**
34	27	Volunteer Ctr. Rent Gaurantee Program
35	28	Alpha & Assoc. - Reclaiming Youth Intervention Program
36	29	MCL Music Changing Lives - Youth Intervention/Music Program
37	30	Family Service Assoc. Nutrition Program at Supportive Hsg Complex
38	31	Leading Our World - Help the Streets Outreach Program
39		Subtotal
40	C.	PUBLIC FACILITIES & IMPROVEMENTS
41	32	**Street Improvement Project**
42		Subtotal
43	D.	REHABILITATION
44	33	Habitat for Humanity
45		Subtotal
46	E.	CODE ENFORCEMENT
47	34	Code & Neighborhood Enforcement Program (CDBG Target Areas)
48	35	Code Enforcement - Foreclosure 'Strike Team'
49		Subtotal
50	F	ECONOMIC DEVELOPMENT
51	37	**MV New Business Incentive Program**
52	38	**Employment Resource Center**
53	40	Youth Opportunity Center
54	41	Family Service Assoc. Meal Program Facilities
55	42	Small Business Development Center
56		Subtotal
57		GRAND TOTAL
58	■ New applicants ■ Organization serving homeless population ■ Recommended funding changes over previous year	
59		

	C	D	E	F	G	H
1						
2	$2,034,075					
3	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation		
4					1794025	
5	$338,869		$294,249		81288	
6	$49,453		$30,000		1875313	
7	$388,322		$324,249		358805	882
8					269103.75	.6235 professional services: printing
9	$44,000	$30,000	$28,500			
10	$30,600	$34,220	$29,070			
11	$30,000	$30,000	$28,500			
12	$28,241	na	$0			
13	$25,000	$25,000	$20,708			
14	na	$15,000	$14,250			
15	$15,000	$21,104	$14,250			
16	$15,000	$30,000	$14,250			
17	$15,000	$32,000	$14,250			
18	$15,000	$15,000	$14,250			
19	$10,000	$15,000	$9,500			
20	$10,000	$32,535	$9,500			
21	$9,000	$10,000	$8,550			
22	$8,000	$8,000	$7,600			
23	$7,500	$15,000	$7,125			
24	$7,500	$7,500	$7,125			
25	$6,400	na	$0			
26	$5,000	$20,000	$5,000			
27	$5,000	$10,900	$5,000			
28	na	$35,000	$0			
29	na	$10,500	$0			
30	na	$48,872	$0			
31	na	$10,000	$0			
32	na	$19,413	$0			
33	$5,000	$20,000	$5,000			
34	na	$63,000	$0			
35	na	$50,000	$0			
36	na	$150,000	$0			
37	na	$50,000	$0			
38	na	$1,105,000	$0			
39	$291,241	$1,913,044	$242,428			
40						
41	na	$650,000	$650,000			
42	$0	$650,000	$650,000			
43						
44	$10,000	$10,000	$10,000			
45	$10,000	$10,000	$10,000			
46						
47	$263,390	$263,390	$263,390			
48	$103,017	$103,017	$103,017			
49	$366,407	$366,407	$366,407			
50						
51	$540,000	$525,000	$220,987			
52	$145,641	$120,000	$120,000			
53	$50,000	$25,000	$25,000			
54	$50,000	$50,000	$25,000			
55	$50,000	$50,000	$50,000			
56	$835,641	$770,000	$440,987			
57	$1,891,611	$3,699,451	$2,034,071			
58						
59						

	A	B
60		
61	* Anticipated funding based on 16.5 % reducation of last years actual allocation + past years project savings of $412,830. BY LAW Project savings CANNOT be applied to Public Services. Public Services are capped at 15% of annu	
62		
63		

	C	D	E	F	G	H
60						
61	**al grant.**					
62						
63			$1,875,313			

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: May 10, 2011 (continued from April 12, 2011)

TITLE: Resolution Regarding the Liberty Quarry

RECOMMENDED ACTION

Staff recommends that the City Council discuss and consider adopting Resolution No. 2011-31 regarding the Liberty Quarry.

BACKGROUND

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. The proposed project would help meet the current and projected demand for construction aggregates in the Temecula-Murrieta area, southwestern Riverside County, and northern San Diego County by providing reliable, high-quality, aggregate products at a maximum permitted production level of 5 million tons per year for a maximum of 75 years. The operations at Liberty Quarry would involve hard rock extraction and crushing, material processing and product production, and truck transport of quarry products to customers.

The proposed site is located within Riverside County at the border to San Diego County, west of I-15, and comprises 414 acres. One hundred fifty-five acres are proposed for the quarry area and associated support operations, 9 acres would be used for an access road and utility pad, and 250 acres would remain as undisturbed open space and would serve as buffers to adjacent properties. The proposed project would include construction of a crushed rock processing plant and associated facilities. The project would also include construction of an additional lane at the southbound I-15 off-ramp at Rainbow Valley Boulevard to accommodate traffic entering the site from the north.

According to the environmental impact report released by Riverside County, in addition to the processing plant and support facilities, the project would include the following specific design features that avoid or reduce potential impacts:

- Open space areas and buffers
- Reclamation plan suitable for habitat open space
- Enclosed equipment to reduce dust and odors
- Low-profile installation, onsite setbacks, and a landscaped berm to limit noise and views
- Water reuse to conserve water resources

Additionally, reclamation activities would be conducted during all phases of development of the Proposed Project, and the post-reclamation end use would be suitable for habitat open space.

In July, 2009, the County of Riverside released the Draft Environmental Impact Report (DEIR) for this project, which assessed potentially significant impacts related to the environment. The DEIR determined that there would be no adverse impact to mineral resources and less than significant impacts with implementation of mitigation measures, design considerations and/or compliance with standard regulations for the following issue areas: aesthetics and light, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, utilities and service systems, and vibration. The DEIR did determine that the proposed project would result in "significant and unavoidable impacts" to air quality and traffic/transportation, which cannot be mitigated to below a level of significance. However it also indicated that those impacts would occur without the project due to diesel trucks traveling long distances to haul aggregate if the quarry is not constructed. As stated in the proposed resolution of support, aggregate supply facilities in Banning, Palm Springs, and Indio currently truck aggregate through the City of Moreno Valley and neighboring communities to meet the needs of Southwest Riverside County and northern San Diego because of a lack of local aggregate. Presumably this traffic would be less frequent if these areas were served by a quarry located closer to that region.

The Draft EIR was circulated for 120 days for review for the period from July 20, 2009 through November 23, 2009 (the review period was extended from the original 60 days to 120 days per public requests) and 232 comment letters and emails were submitted. The Final Environmental Impact Report was released by the County on March 24, 2011 and included no major changes to the Draft EIR.

DISCUSSION

The proposed resolution was placed on the agenda at the direction of members of the City Council. Similar resolutions of support have been adopted by the cities of Banning, Beaumont, and Eastvale. Granite Construction lists among the supporters of the project the Greater Riverside Chambers of Commerce, Moreno Valley Chamber of Commerce, Inland Empire Economic Partnership and the Riverside Building Industry Association.

Proponents of the project cite the need to increase aggregate reserves. According to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years; the California Department of Conservation reports that Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining. California State Geologist John Parrish has stated that increasing demands for a dwindling supply of construction grade aggregates as California's population grows will result in higher market prices for aggregate commodities. This could result in higher project costs for all types of construction.

The City of Temecula passed a resolution opposing the project on March 8, 2011. Temecula's resolution states that the project is incompatible with County development, zoning, and land use standards, as well as the Multiple Species Habitat Conservation Plan, and should be prohibited. The Temecula resolution also states that the project will degrade air quality, increase traffic and negatively impact the economy and that the Draft EIR is "fundamentally misleading and incomplete." On April 12, 2011 City of Temecula Mayor Ron Roberts forwarded a letter to the City Council asking that they not support this project (a copy of the letter is included as Attachment B). Opponents of the Liberty Quarry project include a group of residents from Rainbow, Fallbrook and Southwest Riverside County called "Save our Southwest Hills"; the group's website includes a list of nearly 500 businesses and organizations opposed to the quarry project.

ALTERNATIVES

1) Approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

2) Not approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

3) Direct staff to prepare a different resolution regarding the Liberty Quarry.

4) Take no official position with regard to the Liberty Quarry.

FISCAL IMPACT

The proposed resolution will have no fiscal impact to the City.

SUMMARY

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. A proposed resolution in support of the need for and benefits of the Liberty Quarry project was placed on the agenda at the direction of members of the City Council.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2011-31 in support of the need for and benefits of Liberty Quarry.

Attachment B: April 12, 2011 Letter from Temecula Mayor Ron Roberts

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, IN SUPPORT OF THE NEED FOR AND BENEFITS OF LIBERTY QUARRY

WHEREAS, access to high quality, affordable construction materials geographically near major transportation corridors is critical to address sustainable growth and development throughout California; and

WHEREAS, California is facing a critical shortage of aggregate materials and reserves that is both substantial and immediate; and

WHEREAS, according to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years, and according to the California Department of Conservation, Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining; and

WHEREAS, the Liberty Quarry could produce up to 5 million tons per year of aggregate, concrete and asphalt and could supply all of the Southwestern portions of Riverside County with enough aggregate for its needs for the next 75 years; and

WHEREAS, a local quarry project such as Liberty Quarry would contribute $300 million in new sales tax revenue, $41 million in new property taxes and fees and $2.2 million in Riverside County taxes annually; and

WHEREAS, the proposed quarry would provide jobs for residents in Southwest Riverside County as well as generate numerous indirect jobs in other parts of Riverside County; and

WHEREAS, aggregate supply facilities in Banning, Palm Springs, and Indio currently truck aggregate through the City of Moreno Valley and neighboring communities to meet the needs of Southwest Riverside County and northern San Diego because of a lack of local aggregate; and

WHEREAS, the proposed Liberty Quarry in Southwest Riverside County would provide these markets with a local source of aggregate and take hundreds of aggregate-hauling trucks off of State Route 60 and Interstate 215.

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

1. That Moreno Valley supports efforts to make available additional aggregate resources nearby major transportation corridors to reduce the impacts of and increased costs related to importing material long distances.

2. Presuming completion of required environmental review and analysis and mitigation of impacts as directed by Riverside County, Moreno Valley supports the Liberty Quarry project and encourages the County to work closely with the other stakeholders in the region and area to ensure that this important facility is permitted and developed for the benefit of all citizens of Riverside County.

APPROVED AND ADOPTED this 10th day of May, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

Rec'd @ Regular CC mtg April 12, 2011 from Betsy Lowrey City of Temecula Planning dept.

City of Temecula

41000 Main Street • Temecula, CA 92590 • Mailing Address: PO. Box 9033 • Temecula, CA 92589-9033
(951) 694-6410 • Fax (951) 694-6499 • www.cityofTemecula.org

Ronald H. Roberts
Mayor

Chuck Washington
Mayor Pro-Tem

Jeff Comerchero
Council Member

Maryann Edwards
Council Member

Michael S. Naggar
Council Member

951-308-6100
FAX 951-694-6499

April 12, 2011

Honorable Richard A. Stewart, Mayor
City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805

Dear Mayor Stewart and Council Members:

The City of Temecula understands that the City of Moreno Valley is considering a Resolution in support of the proposed Liberty Quarry project, adjacent to the Santa Margarita Ecological Reserve, at the City of Temecula's southern boundaries. The City of Temecula and its expert consultants have thoroughly reviewed the Environmental Impact Report (EIR) prepared for Liberty Quarry and have commented extensively on the analyses contained within the Environmental Impact Report. Specific to the City of Moreno Valley's concerns described in its proposed Resolution regarding traffic, aggregate and economic benefits, we offer the following information:

Traffic

Any representation that truck traffic will be displaced or reduced through Moreno Valley by Liberty Quarry, or that the proposed Liberty Quarry would take hundreds of aggregate-hauling trucks off of State Route 60 and Interstate 215 is wholly unsubstantiated and not supported by the Liberty Quarry Environmental Impact Report (EIR). To the contrary, the County of Riverside has concluded Liberty Quarry will increase traffic and congestion, not decrease traffic and congestion anywhere in the County including Moreno Valley. The County of Riverside in fact ultimately determined that the report prepared by Granite Construction's consultant upon which makes the claim of reduced or displaced trucks (Appendix K-1 of the EIR) should not be used in any traffic determination within the EIR.

Aggregate

Granite Construction fails to disclose, in its efforts to advocate that there is a "critical" shortage of aggregate, that there is an abundance of high quality aggregate resources widely available throughout all of Southern California. Resources are the total amount of construction aggregate materials that exist naturally in the ground. Neither Riverside County nor San Diego County lack construction aggregate resources as evidenced by the 5.7 billion tons of aggregate identified by the Department of Conservation in Special Report 153 for San Diego County alone. Moreover, there are vast areas throughout the region that have

Printed on Recycled Paper

Attachment B

aggregate resources not even yet identified by the California Geological Survey that could be mined which could conservatively exceed 10 times the amount of land already identified. Indeed Riverside County has more aggregate mines than any other County in California. The Liberty Quarry proposed site is not unique in its geological conditions. In fact, the geology throughout Riverside and San Diego Counties contains the same geologic resources for mining aggregate and could provide enormous amounts of high quality aggregate, yet not at such an environmentally sensitive location as the proposed Liberty Quarry site. As released in January 2011, a 120 page comprehensive San Diego Region Aggregate Supply Study, written by the San Diego Association of Governments (SANDAG) and CALTRANS, and reviewed by a panel of 50 experts, including Gary Nolan from Granite Construction, confirmed that, "San Diego has ample sources of the necessary rock types to meet the anticipated future aggregate demand." The Report confirms what SANDAG has asserted for many years that "San Diego County is very rich in its own aggregate resources." Since Granite Construction plans to haul 70 percent of the aggregate to San Diego County, and San Diego County is abundantly rich in its aggregate resources, it makes best sense to locate Liberty Quarry in San Diego County where SANDAG has identified more than 90,000 acres appropriate for the high quality aggregate to meet San Diego's demands.

<u>Benefits</u>

The economic benefit analysis presented by Granite Construction provides no evaluation of the costs associated with the substantial negative impacts of a quarry. A more balanced economic report would include an evaluation of the benefits weighed against the costs of the negative impacts associated with one of the largest open pit gravel mines in the United States located at one of the most highly environmentally sensitive areas of the Southwest Riverside County region. The proposed Liberty Quarry project comes at the expense of hundreds of thousands Riverside County residents.

The City of Temecula respectfully requests that the City of Moreno Valley does not support the Liberty Quarry project.

Sincerely,

Ron Roberts
Mayor

cc: Riverside County Supervisor Bob Buster, Chairman, District 1
Riverside County Supervisor John Tavaglione, Vice-Chairman, District 2
Riverside County Supervisor Jeff Stone, District 3
Riverside County Supervisor John Benoit, District 4
Riverside County Supervisor Marion Ashley, District 5

Riverside County Planning Commissioner John Roth, Chairman, District 1
Riverside County Planning Commissioner John Snell, Vice-Chairman, District 2
Riverside County Planning Commissioner John Petty, District 3
Riverside County Planning Commissioner Jim Porras, District 4
Riverside County Planning Commissioner Jan Zuppardo, District 5

City of Temecula Mayor Pro-Tem Chuck Washington
City of Temecula Council Member Mike Naggar
City of Temecula Council Member Maryann Edwards
City of Temecula Council Member Jeff Comerchero
Shawn Nelson, City Manager

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 10, 2011

TITLE: APPROVAL OF ERP SYSTEM REPLACEMENT PROJECT BUDGET AND FUNDING PLAN; AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT WITH NEW WORLD SYSTEMS

RECOMMENDED ACTION

The Finance Subcommittee recommends that the City Council take the following actions:

1. Approve the ERP System Replacement Project Budget and Funding Plan in the amount of $1,999,060; and

2. Authorize the City Manager to execute a contract and purchase order with New World Systems (NWS) for a one-time project cost not-to-exceed $1,322,490 and annual maintenance according to the not-to-exceed schedule below:

Year 1 maintenance	No Charge
Year 2 maintenance	$164,640
Year 3 maintenance	$174,930
Year 4 maintenance	$185,220
Year 5 maintenance	$195,510
Year 6 maintenance	$205,800

BACKGROUND

The City's current Enterprise Resource Planning (ERP) system, *OneWorld*, was developed by J.D. Edwards and successfully implemented by the City in 1999. While the system has been a reliable performer, announcements marking the end of support for *OneWorld* and advancements in the ERP software sector have caused the City to seek a replacement system. In 2003, J.D. Edwards was acquired by PeopleSoft Inc.;

then in 2005, PeopleSoft was acquired by the Oracle Corporation. Oracle's support for *OneWorld* is not consistent, their vision for the *OneWorld* product is ambiguous, not focused on the government sector, and costly upgrades will be required in order to maintain Oracle's support. Therefore, it is in the City's best interest to find a replacement system for *OneWorld*.

Starting in November 2005 staff undertook a rigorous 24 month process to select a replacement ERP system. The various steps in the process are described below:

- Preparation and issuance of a Request for Proposals (RFP);
- Proposal evaluation;
- Two-day product demonstrations for each of four (4) short-listed vendors;
- Two-day software demonstrations for each of two (2) finalists;
- Comprehensive telephone reference checks with multiple agencies for the two finalists;
- Site visits to evaluate the two finalists' products in a "live" operating environment and to discuss implementation issues with the applicable agencies;
- Corporate visits to the two finalists' headquarters offices to assess the companies' corporate culture, product development, implementation services, technical support, and commitment to customer service;
- Preparation and issuance of a "gap analysis" to give the two finalists an opportunity to address software functionality issues ("gaps") identified by the City and to provide updated pricing.
- Evaluation of responses to "gap analysis" and final pricing.

The City's current Permitting/Community Development system, *Permits Plus*, was developed by Sierra Computer Systems and successfully implemented by the City in 1985. In 1999, Sierra Computer Systems merged with OpenData Systems and the new company was named Accela. While the system has been a reliable performer, Accela has diverted the majority of its development resources to another permitting application, *Accela Automation*, and has actively encouraging customers to implement various versions of the newer product for the past 10 years. *Permits Plus*, along with two other permitting solutions acquired by Accela, are no longer included in Accela's list of available products.

Accela's decision to strategically focus on *Accela Automation* instead of *Permits Plus* has made its support and development very difficult. *Permits Plus* no longer receives product enhancements; this has made integration with our Geographic Information System (GIS) very problematic. There is no existing or planned web-based version of *Permits Plus* which makes modernizing our systems impossible. *Permits Plus* support for the City's use of wireless technologies and digital photos has limitations that the City would like to push beyond, but cannot. Attempts to integrate *Permits Plus* with other systems, particularly the Cashiering and Business Licensing systems, has resulted in many frustrations and required work-arounds that have been less than satisfactory. Additionally, multiple corporate mergers has left Accela with many customer issues surrounding its support while the annual support costs increase at a rate that outpaces all other City systems. All these factors have caused the City to seek a replacement system.

Accumulated depreciation on the *OneWorld* and *Permits Plus* systems is available to purchase and implement a replacement ERP system that encompasses all the features of both the ERP and Community Development systems.

Following this extensive evaluation process, staff has selected New World Systems as the vendor best able to meet the City's long-term needs for an ERP system. Key factors involved in this decision were technology and strategic direction, product functionality, reporting services, and total cost of ownership.

New World Systems (NWS), founded in 1981, is based in Troy, Michigan, with regional offices in 18 states including California. NWS is dedicated to providing software solutions for the public sector, including applications for public safety, court management, and overall public administration. The City is proposing to implement NWS's *Logos.NET* suite of applications, which includes human resources, payroll, budgeting, accounting, purchasing, asset management, project accounting, and employee self-service. Additionally, the agreement gives the City the option to implement NWS's Community Development suite after the completion of the ERP project, contingent on a review and approval of current functionality.

DISCUSSION

Contract negotiations with NWS began on November 28, 2007 but were suspended in December 2007 by the City Manager at the report of an impending financial recession. Over 3 years have passed and it is important that the City address the *OneWorld* end-of-support issues before the ERP system reaches the point of not being supported. It is staff's intent to conclude negotiations and execute a contract by May 10, 2011 to realize the maximum discounts offered by NWS, and so that the project can commence this year. The maximum amount to be expended under the contract, exclusive of any change orders, will be $1,322,490 for one-time project cost plus annual maintenance of $164,640 starting in year 2 of the project and ending at $205,800 in year 6.

Although it has been 3 years and 5 months since the City suspended the project, the RFP process has continued and remains valid, resulting in a competitive bid. The RFP process has remained valid because negotiations have continued since the project was suspended. It has remained the intent of both the City and NWS that negotiations be successfully concluded. Negotiations started in November 2007 with substantive milestones being reached during August 2009, October 2009, October 2010, December 2010, and March 2011. During this time, staff has also monitored the ERP market for changes in other ERP offerings that would warrant reissuing the RFP; no such changes in the ERP market have been found.

It is also noteworthy that the City does not have the necessary lead-time to repeat the RFP process and implement the selected solution before *OneWorld* has reached its end-of-support date. Staff required 24 months with an inter-departmental committee to select the replacement ERP system; budgets for another RFP process do not exist; and the Financial, Payroll and Human Resources (HR) portions of the implementation project are scheduled to take 12 months. With *OneWorld* support ending in December 2013 there is not sufficient time to initiate another competitive process. The City has delayed the ERP replacement project and its associated expenses as long as it can

afford and still implement a new system before the existing system is no longer supported.

Negotiation Progress

Since the initial negotiation in November 2007, staff has negotiated many concessions with NWS to the City's favor. NWS's initial offering to the City consisted of 450 user licenses, 1,200 implementation hours, and 36 modules at a cost of $1.2 million. That is an average cost of $2,705 per user license or $33,808 per module. Staff's negotiations have resulted in 600 user licenses, 1,320 implementation hours, and 59 modules at a cost of $1.3 million. That is an average cost of $2,204 per user license or $22,415 per module.

The additional 23 modules give the City significantly more features in the ERP that will allow staff to be productive even though staff layoffs are planned. The areas of added features include: Finance, Payroll, and HR Business Analytics; Permitting; Code Enforcement, Municipal Inspections; Work Orders; GIS integration; and online access to records for staff and vendors. These additional features were negotiated specifically to enhance staff productivity during a time of declining staff; a reduced workforce cannot maintain current service levels with *OneWorld*.

Project Schedule

The ERP system implementation is expected to begin in October 2011 and last approximately 18 months. It will consist of three separate phases: Phase 1 – Core Financials; Phase 2 – Human Resources and Payroll; and Phase 3 – Community Development. The following is an overview of the project schedule:

Timeframe	Activity/Application
October 2011 – January 2012	Finalize project staffing assignments and revise the City's Chart of Accounts
January – June, 2012	Business Process Review for Core Financial Applications Implement Phase1 – Core Financials Business Process Review for Human Resources & Payroll
July – December, 2012	Implement Phase 2 - Human Resources & Payroll Business Process Review for Community Development
January – June, 2013	Implement Phase 3 – Community Development (subject to a functional review and approval)

Project Budget

Total funding requested for the ERP replacement system project is $1,999,060 as itemized below:

• NWS One-Time Project Cost (not-to-exceed)		$1,322,490
○ Application Software	$729,200	
○ Implementation Services	593,290	
• Staff Backfill		476,570
• Contingency (11%)		200,000
• Total		$1,999,060

Funding requested for staff backfill is needed to hire temporary assistance while project team members are working concentrated periods of time on the project and to fund any necessary acting pay. The project team members who will be assigned to the project will have assignments ranging from 6 to 12 months. Providing backfill for these staff members will be a critical component to the success of this project, particularly given the dramatic staffing reductions already implemented at the City and the additional reductions being planned.

Annual Maintenance

ERP systems, like all software systems, require annual maintenance agreements in order to continue using the system, to receive enhancements and fixes, and to enable support calls when problems arise. NWS prices annual maintenance at 16% of the standard application software cost with an automatic increase of 1% per year for 5 years. NWS has agreed to provide the first year of maintenance at no charge; the schedule for annual maintenance is shown below.

Year 1 maintenance	No Charge
Year 2 maintenance	$164,640
Year 3 maintenance	$174,930
Year 4 maintenance	$185,220
Year 5 maintenance	$195,510
Year 6 maintenance	$205,800

The City currently spends $297,892 per year on *OneWorld* and *Permits Plus* related annual maintenance and consultants; these costs will cease once these systems have been replaced. Thus this contract represents a savings in annual maintenance costs even at the end of the contract period.

ALTERNATIVES

1. Approve the ERP System Replacement Project Budget and Funding Plan.

2. Authorize the City Manager to execute a contract with New World Systems for one-time project cost not-to-exceed $1,322,490 and annual maintenance starting at $164,640.

3. Do not approve the ERP System Replacement Project Budget. ***This action would prevent replacement of the current ERP system, which has many functionality and support deficiencies, and whose developer has announced an end-of-life support date.***

4. Provide staff with further direction.

Staff recommends Alternative Nos. 1 and 2.

FISCAL IMPACT

Funding for the $1,999,060 ERP System Replacement project budget is available through the use of depreciation reserves and previously budgeted project funds, as follows:

- Reserves for depreciation (from current ERP system) $828,966
- Reserves for depreciation (from current Permit system) 1,000,000
- Project Management funds remaining from original project 170,094
- Total project funding sources $1,999,060

The $828,966 reserve for depreciation for the current *OneWorld* ERP system is available as a restricted cash source within the Technology Services internal service fund, and has been accumulating since the *OneWorld* system went live in 1999.

A total of $1 million was allocated in the FY 2005-06 Technology Services budget to replace the City's permitting system following completion of the ERP System Replacement Project. Because NWS has Community Development modules which can be purchased and co-developed more cost-effectively between the City and NWS than by purchasing a new third-party system, this $1 million can be contributed to the ERP System Replacement Project budget without negatively impacting the City's permitting system.

Due to the availability of the funding sources identified above, approval of the ERP System Replacement project budget will have no impact on the City's General Fund operating budget.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

Following an extensive evaluation process, staff has selected New World Systems (NWS) as the preferred vendor for a replacement ERP system through a competitively bid Request for Proposals (RFP) process. Contract negotiations began in November 2007 and have been ongoing since then. In order for the ERP System Replacement Project to commence in October and to maximize the City's discounts, it is recommended that the City Council approve the project budget of $1,999,060 and authorize the City Manager to execute a contract with NWS for a one-time project cost not-to-exceed of $1,322,490 and an annual maintenance budget starting in year 2 of the contract of $164,460. In addition to the NWS contract, components of the project budget will include staff backfill ($476,570), and 10% contingency ($200,000). The ERP system implementation is expected to begin in October 2011 and last approximately 18 months. It will consist of three separate phases: Phase 1 – Core Financials; Phase 2 – Human Resources and Payroll; and Phase 3 – Community Development.

The proposed ERP Replacement Project Budget and Funding Plan have been reviewed and are supported by the Finance Subcommittee.

ATTACHMENTS/EXHIBITS

Exhibit A – New World Systems Logos.NET Standard Software License and Services Agreement dated April 18, 2011

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

New World Systems®
The Public Sector Software Company

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

April 18, 2011

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this **Agreement**") is between **New World Systems® Corporation** ("**New World**"), a Michigan Corporation and the **City of Moreno Valley, California,** ("**Customer**"). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.
The attached Exhibits include:

Exhibit AA.....	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B.....	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E.....	**DEMONSTRATION SITE DISCOUNT**
Exhibit F.....	**DATA FILE CONVERSION ASSISTANCE**
Exhibit G.....	**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
Exhibit H.....	**ESCROW OF SOFTWARE SOURCE CODE**
Exhibit I.....	**ACCEPTANCE TESTING**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____
Larry D. Leinweber, President

Date:_____

CITY OF MORENO VALLEY, CALIFORNIA
(Customer)

By: _____
Authorized Signature **Title**

By: _____
Authorized Signature **Title**

Date: _____

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

I. DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. *"Authorized Copies":*
   Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
   (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
   (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
2. *"An Authorized User/Workstation":*
   Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. *"Computer":*
   The .NET Server(s) to be located at:
   City of Moreno Valley
   14177 Frederick Street
   Moreno Valley, CA 92552
   Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. *"Confidential Information"*:
   Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. *"Customer Liaison":*
   A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. *"Deficiency":*
   A failure of a deliverable or service or an omission or defect in a deliverable or service, which causes it not to conform to its specification. Also referred to as Error, Defect, or Malfunction which are synonymous with Deficiency.
7. *"Delivery of Licensed Standard Software":*
   Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. *"Development Software":*
   Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
9. *"Go Live":*
   The point at which a software system, module or update/upgrade is implemented into active and live operation mode.
10. *"Hourly Rate":*
    As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of $150/hour. The hourly rate is protected for 12 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.
11. *"Installation of Licensed Standard Software":*
    Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
    (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
    (b) thirty (30) days after delivery of the Licensed Standard Software.
12. *"Licensed Custom Software":*
    Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
13. *"Licensed Documentation":*
    New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
14. *"Licensed Products":*
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
15. *"Licensed Software":*
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
16. *"Licensed Standard Software":*
    The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
17. *"SSMA":*
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
18. *"Travel Expenses":*
    All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
19. *"Travel Time":*
    Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project.

20. *"Upgrades"*:
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to **New World's** requests for information;
(ii) coordinate a mutually agreeable implementation and training schedule;
(iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
(iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect.

SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 NON-RECRUITMENT OF PERSONNEL

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

(i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.

(ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;

(iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

9.4 If **Customer** receives a request for documents pursuant to the California Public Records Act relating to the Licensed Products, **Customer** shall notify **New World** of such request prior to disclosing the requested documents. Should **New World** object to the release of the requested records, **New World** must provide that objection to the **Customer** in writing within five (5) days and file any necessary action to prevent the disclosure of the requested records. **New World** is wholly responsible for

determining and defending what is confidential and acknowledges that **Customer** must timely respond to all Public Records Act requests within ten (10) days.

9.5 **New World** agrees that all data supplied by **Customer** to **New World** shall remain Confidential and shall be stored in a secure location for any purpose related to this **Agreement**. **Customer** data shall not be retained any longer than necessary and shall be deleted immediately upon completion of the task for which it was provided.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than $1,000,000 on account for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance

in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $1,000,000.

14.0 DISPUTE RESOLUTION PROCEDURE

14.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure.

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), the **Customer** shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than two face-to-face meetings, must be held between upper-level managers of both **Customer** and **New World**. Both parties agree to put forth their best efforts in these meetings. The meetings shall be held at **Customer's** offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the **Customer** and **New World** shall enter into a mediation process. The mediation process is defined as follows:

Either party may commence mediation by providing to JAMS, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from a panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in joint mediation costs. Mediation will take place in the JAMS Dispute Resolution Center in Southern California. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by any mediator or JAMS employees or agents, are confidential, privileged and inadmissible for any purpose, in any litigation or other similar proceeding between the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in the United States District Court, Central District of California, Eastern Division so long as subject matter jurisdiction is met. In the event subject matter jurisdiction is not met, either party may bring suit in a court of appropriate jurisdiction. Each party shall bear the cost of their own legal expenses if Level 3 is used.

15.0 TERMINATION

15.1 **By Customer**: If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World**: If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement,** including but not limited to those outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

(i) The termination notice shall define the reason for termination;
(ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
(iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
(iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
(v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 PATENT AND TRADEMARK INDEMNIFICATION

New World agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement,** provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

17.0 NOTICES

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of California and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

	DESCRIPTION OF COST		COST
A.	LICENSED STANDARD SOFTWARE as further described in Exhibit A		$528,400
	1. Licensed Standard Software	$748,000	
	2. Less Demonstration Site Discount	(149,600)	
	3. Less Contract Signing Discount if Agreement is Executed by 5/10/11	(70,000)	
B.	IMPLEMENTATION SERVICES		421,900
	1. PROJECT MANAGEMENT as further described in Exhibit B		
	2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B		
	3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B		
	4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
	5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F		
	6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G		
C.	ESCROW OF SOFTWARE SOURCE CODE FEE		3,000
	1. Source Code Escrow as further described in Exhibit H		
D.	NEW WORLD SYSTEMS' EXECUTIVE CUSTOM CONFERENCE ATTENDANCE		1,890
	1. CONFERENCE ATTENDANCE as further described in Exhibit B		
	ONE TIME PROJECT COST:		**$955,190**
E.	TRAVEL EXPENSES (Estimate) – billed as incurred		$52,500
F.	STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C		
G.	SOURCE CODE ESCROW ANNUAL ADMINISTRATIVE FEE – as further described in Exhibit H		$1,000

PRICING ASSUMES CONTRACT EXECUTION BY MAY 10, 2011.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	DESCRIPTION OF PAYMENT		PAYMENT
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$528,400
	1. Amount invoiced upon Effective Date (30%)	$158,520	
	2. Amount invoiced upon delivery of each Licensed Standard Software (20%)	105,680	
	3. Amount due upon acceptance of the Financial Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (30%)	158,520	
	4. Amount due upon acceptance of the Human Resources Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (20%)	105,680	
B.	IMPLEMENTATION SERVICES		$421,900
	1. Amount invoiced upon Project Kickoff Meeting (22.5%)	$94,925	
	2. Amount invoiced upon delivery of the draft Project Implementation Plan (22.5%)	94,925	
	3. Amount invoiced upon acceptance of Financial Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (22.5%)	94,925	
	4. Amount invoiced upon acceptance of the Human Resources Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (22.5%)	94,925	
	5. Amount invoiced upon acceptance of project completion or 540 days after the Effective Date, whichever comes first (10%)	42,200	
C.	ESCROW OF SOFTWARE SOURCE CODE FEE		3,000
	1. Escrow One-time set-up fee – invoiced upon Effective Date	3,000	
D.	EXECUTIVE CUSTOMER CONFERENCE ATTENDANCE		1,890
	1. Amount invoiced on July 15, 2011 for the 2011 Conference	1,890	
		ONE TIME PAYMENTS	**$955,190**

E. TRAVEL EXPENSES (*Estimate) $52,500*

(These expenses are billed as incurred)

1. 35 trips are anticipated
2. Travel Time for the estimated 35 trips is not included in this estimate and will be billed as incurred.

F. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

G. SOURCE CODE ESCROW FEES

1. Annual Administrative Fee – first year invoiced upon Effective Date. Subsequent year's Annual Administrative Fees will not increase more than 5% over the previous year's Fee. $1,000

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE[1,2,3]		
ITEM	**DESCRIPTION**	**INVESTMENT**

FINANCIAL MANAGEMENT

1. **Logos.NET Financial Management Base Suite**
   - General Ledger
   - Budget Management
   - Annual Budget Preparation
   - Accounts Payable
   - Revenue/Cash Receipting
2. **Logos.NET Additional Financial Management Software**
   - Asset Management
   - Project Accounting
   - Misc. Billing & Receivables
   - Government (GASB) Reporting
   - Bank Reconciliation
   - Work Orders
3. **Expanded Revenue Collections**
   - 3rd Party Receivables Interface (Batch)
   - PC Cash Register Interface
4. **Logos.NET Procurement Management Suite**
   - Purchasing Base
   - Requisition Processing
   - Contract Accounting

SUB-TOTAL FINANCIAL MANAGEMENT MODULES $318,000

PAYROLL & HUMAN RESOURCES SUITE

5. **Logos.NET Human Resources Management Base Suite**
   - Payroll Processing
   - Personnel Management
   - Position Control
6. **Logos.NET Human Resources**
   - Employee Event Tracking
   - Personnel Action Processing
7. **Logos.NET Benefits Management**
   - Benefits Administration
   - Employee Retirement Tracking
8. **Logos.NET Additional Payroll & HR Modules**
   - Applicant Tracking
   - Position Budgeting
   - Benefit Tracking (Non-Employee)

SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES $228,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

eSUITE

9. **eSuite Base Software**
10. **eFinance**
    - eSupplier
11. **eHR**
    - eEmployee
    - eTimesheets
    - eBenefits Administration
    - eRecruit

SUB-TOTAL eSUITE SOFTWARE MODULES **$144,000**

BUSINESS ANALYTICS

12. **Finance Analytics**
    - Includes 10+ users
13. **Human Resource/Payroll Analytics**
    - Includes 5-6 users

SUB-TOTAL BUSINESS ANALYTICS SOFTWARE MODULES **$90,000**

AUTHORIZED USERS

14. **Site License for up to 600 Authorized Users** [4]

NEW WORLD STANDARD SOFTWARE LICENSE FEE	748,000
Demonstration Site Discount	(149,600)
Contract Signing Discount is Agreement is Executed by 5/10/11	(70,000)
TOTAL SOFTWARE LICENSE FEE [5,6]	**$528,400**

Note: A Site License is included for this solution. This Site License entitles the City of Moreno Valley, CA, to 600 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the City of Moreno Valley, CA.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*

[2] *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *Additional cost per group of 5 for authorized users is $5,000.*

[5] *Prices assume that all software proposed is licensed.*

[6] *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices for up to eighteen (18) months from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

LOGOS.NET STANDARD APPLICATION SOFTWARE [1,2,3]		
ITEM	**DESCRIPTION**	**INVESTMENT**

COMMUNITY DEVELOPMENT SUITE

1. **Logos.NET Community Development Software**
   - Business Licensing
   - Parcel Management
   - Permits
   - Municipal Inspections
   - Project Planning
   - Code Enforcement
   - Requests for Services Tracking
   - Special Assessments (development)
2. **Logos.NET Additional Community Development Modules**
   - GIS Integration [4]
     - Community Development
       - *Business Licensing (4 screens)*
       - *Parcel Management (7 screens)*
       - *Permits (2 screens)*
       - *Municipal Inspections (4 screens)*
       - *Code Enforcement (3 screens)*
       - *Requests for Services Tracking (1 screen)*
     - Financial Management
       - *Asset Management (2 screens)*
       - *Work Orders (1 screen)*

eSUITE

3. **eFinance**
   - ePayments
4. **eCommunity**
   - eParcels (development)
   - ePermits
   - eLicense
   - eRequest

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

BUSINESS ANALYTICS

5. **Community Development Analytics**
   - Includes 2 users

NEW WORLD STANDARD SOFTWARE LICENSE FEE	$281,000
Demonstration Site Discount	(56,200)
Contract Signing Discount if Agreement is Executed by 5/10/11	(25,000)
TOTAL SOFTWARE LICENSE FEE [5,6]	**$199,800**

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*

[2] *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*

[5] *Prices assume that all software proposed is licensed.*

[6] *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

a) a summary level Implementation Plan;
b) a detail level Implementation Plan;
c) revised Implementation Plans (if required);
d) monthly project status reports; and
e) project status meetings
- a project review (kickoff) meeting at **Customer's** location
- progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
- a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the Effective Date.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **1,020** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs. The recommended implementation and training support services include:

a) implementation of each package of Licensed Standard Software; and
b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Other Service Fees

Registration for two (2) Customer participants to the 2011 New World Systems' Executive Customer Conference to include two (2) nights stay at the Conference Hotel on specified conference dates, conference registration and meals. Participation does not include Customer's travel cost, local transportation cost or any other miscellaneous expense incurred by Customer. These fees are non-refundable and may not be used toward a conference other than those specified in payment terms.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

4. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

a) Bank Reconciliation
b) 3rd Party Receivables (Batch)

5. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

a) Hardware Quality Assurance Services (Standard) Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

6. Additional Services Available

Other **New World** services may be required or requested for the following:

a) additional software training;
b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of six (6) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);

b) temporary fixes to Licensed Standard Software (see paragraph 6 below);

c) revisions to Licensed Documentation;

d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and

e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

4. Billing

Maintenance costs will be billed annually.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost	
Year 1	No charge
Year 2	$119,680
Year 3	127,160
Year 4	134,640
Year 5	142,120
Year 6	149,600

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **City of Moreno Valley**
Customer Name

Located At: **14177 Frederick Street**
Moreno Valley, CA 92552

Authorized Signature of Customer:

_____	_____	_____
Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:

a) Program Libraries, whether source code or object code;
b) Operating Control Language;
c) Test or Sample Files;
d) Program Listings;
e) Record Layouts;
f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's** *Standard Software License and Services Agreement* with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Organization: _____
By: _____
Title: _____
Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____
By: _____
Title: _____
Date: _____

_____
Accepted and Approved by New World Systems Corp.
By: _____
Title: _____
Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. General

a) This conversion effort includes data coming from one unique data source, not multiple sources.
b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. **New World** Responsibilities

a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
b) **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B hours, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
f) Up to twelve years of historic data will be converted by **New World**.

3. **Customer** Responsibilities

a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
f) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout at the Hourly Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

4. <u>Files to be converted</u>

Up to 9 files from the following possible sources are included.

Financial
- -Vendor Information
- -Asset Management (Fixed Assets)
- -General Ledger, including Budget, History
- - Accounts Receivable History
- -Purchase Order History
- -Accounts Payable History

Payroll
- -Employee Information
- -Employee Detailed Check (including deductions, benefits, and accruals) History
- -Position Master File

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

(1) **The Active Network, Class**: One-way user initiated batch process to import journal transactions from a third party system, Active, to New World's general ledger.

(2) **Chameleon**: One-way user initiated batch process to import journal transactions from a third party system, Chameleon to New World's general ledger.

(3) **OneWorld**: One-way user initiated batch process to import journal transactions from a third party system, OneWorld, to New World's general ledger.

(4) **AP Purchasing Card**: A one-way user initiated batch process to import purchasing card transaction from the bank, or vendor, to New World's accounts payable purchasing card invoices.

*With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.*

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of **New World's** Responsibility

This project includes the following activities to be performed by **New World**.

(1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.

(2) Preparation of Requirements Document (RD) to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Programming and programming test.

(4) On-site training, testing and/or other support services at the Hourly Rate.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

b) Implementation Schedule

	Activity	Targeted Time Period
(1)	Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	New World submits completed RD to **Customer.**	To be determined
(3)	RD is accepted and signed off by **Customer** (no programming will be done by **New World** until the formal sign-off and **Customer's** authorization to proceed in writing).	To be determined
(4)	**New World** completes programming from RD and provides modified software to **Customer**.	To be determined
(5)	Software Modification Acceptance Test based on RD.	To be determined

c) **Customer's** Responsibility

All **Customer**-requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
ESCROW OF SOFTWARE SOURCE CODE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code, executable code, and **Customer's** configuration for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

New World will deposit into the escrow account copies of source code, executable code, and **Customer's** configuration for Releases and Versions of the Licensed Standard Software and related Documentation within ninety (90) days of the first commercial use of the Releases and Versions.

New World or **New World**'s trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **Customer** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

EXHIBIT I
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **Customer's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support service hours, **New World** shall assist **Customer** in conducting the following software Acceptance Test.

Following published specifications using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions;
2. the successful processing of a representative sample of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before **Customer** has gone "live" on the application. If Criteria 1 is used, **Customer** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If **Customer** unreasonably delays the start of the Criteria 1 test procedure for more than fourteen (14) calendar days beyond the designated test date, then successful software acceptance shall be deemed to have occurred for that application of Licensed Software on the fifteenth (15th) day after the designated test date.

Criteria 2:

The Licensed Software shall be deemed accepted ninety (90) days after Customer has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports Customer operations. Final Acceptance shall not be withheld due to minor or moderate errors.

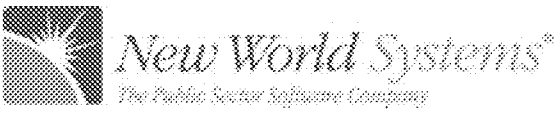

Total Cost Summary

CITY OF MORENO VALLEY, CALIFORNIA

April 18, 2011

[redacted]	[redacted]	[redacted]	[redacted]
A. Application Software			
1) Licensed Standard Software	$748,000	$281,000	$1,029,000
2) Demonstration Site Discount	(149,600)	(56,200)	(205,800)
3) Contract Signing Discount is Agreement is Executed by 5/10/11	(70,000)	(25,000)	(95,000)
	528,400	199,800	$728,200
B. Implementation Services	421,900	99,000	$520,900
1) Project Management			
2) Installation and Training			
3) Interface Installation Service Fee			
4) Windows Operating System Assurance and Software Installation			
5) Data File Conversion (estimate)			
6) Custom Software/Custom Software Interfaces (estimate)			
C. Source Code Escrow Setup Fee	3,000		
D. 2011 Executive Customer Conference	1,890		
[redacted]	[redacted]	[redacted]	[redacted]

[redacted]			
E. 1) Standard Software Maintenance Agreement (SSMA) (Annual Cost):			
One-Year Warranty from Date of Delivery (Year 1 SSMA)	No Charge	No Charge	No Charge
Year 2 Cost:	$119,680	$44,960	$164,640
Year 3 Cost:	127,160	47,770	174,930
Year 4 Cost:	134,640	50,580	185,220
Year 5 Cost:	142,120	53,390	195,510
Year 6 Cost:	149,600	56,200	205,800
2) Source Code Escrow Maintenance (Annual Cost)	$1,000		$1,000
3) Estimated Travel	$52,500	$15,000	$67,500

* Optional CD pricing will be held for 18 months from Effective Date.

NOTE: New World's cost is based on all of the proposed products and services being obtained from New World. Should significant portions of the products or services be deleted, New World reserves the right to adjust its prices accordingly.

This assumes you are purchasing this directly through New World and not thru an RFP procurement procedure.

Subsequent years of Software Maintenance will include a price increase.

Travel and Living expenses are not included in the Total One Time Cost above. New World estimates there to be 35 trips at $1,500/trip (may include airfare, hotel, per diem, car rental, gas), or $52,500. All Travel and Living expenses will be billed on a weekly basis, but only as incurred.

CONFIDENTIAL AND PROPRIETARY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Robert Hansen, City Attorney

AGENDA DATE: May 10, 2011

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 AND 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT.

BACKGROUND

At a prior Study Session, Council members expressed concern over the enforcement policies relating to noise ordinance violations at private parties. Direction was given to the Police Department and City Attorney's Office to provide alternatives which would allow more discretion for an officer to provide a warning to 1st time offenders in lieu of the currently mandated $100 civil citation.

DISCUSSION

In working with the Police Department, it became evident that two obstacles, one legal and one practical, were preventing officers from issuing warnings to parties that exceeded the parameters for a Noise Disturbance in the Moreno Valley Municipal Code.

The first obstacle was a legal one based on the terms of the police enforcement policy and Section 11.80.060 of the Municipal Code. That section established that a first time offense **shall** be punished by a fine of not less than $50 if charged as an infraction. The alternative method of issuing a civil citation was frequently used; however, this method resulted in a citation of exactly $100. In essence, the citing officer had discretion to cite or not to cite but if a citation was issued, the fine was either $100 as a civil citation or between $50 and $100, as imposed by the court, if cited as an infraction.

The second obstacle was more practical in determining how to track the number of warnings that may be given to a particular party when different patrol officers are responding. The police department already has an efficient system for tracking the issuance of civil citations. Accordingly, we thought to develop and propose a system whereby a civil citation could be issued for less than the $100 fee set by Council. In this manner, a citing officer has the discretion to issue a civil citation with a zero dollar ($0) fine amount. Although in the form of a citation, it would have the practical effect of a warning. The police department can track this as a first citation so any future responders to the property will know that a first citation has already been issued. They may then proceed to the second citation.

The police department has requested that the fine amounts for second and third offenses remain the same, such that in a case where a first citation was issued with no fine, the second citation would remain at $200 and the third at $500 as previously established. This would be established by an enforcement policy adopted by the department.

The proposed amendments to the Municipal Code remove these encumbrances and allow for the procedures set forth above to be implemented. The police department would likewise be amending their policy on noise ordinance enforcement on private residential parties in line with the proposed ordinance changes.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Adopt the proposed changes to Moreno Valley Municipal Code Sections 1.10.080 and 11.80.060, and introduce Ordinance No. 824.

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance.

3. Take no action. The existing Ordinances will remain in effect.

FISCAL IMPACT

No significant fiscal impact is anticipated.

ATTACHMENTS/EXHIBITS

1. A PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 and 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT.

Prepared By:
Paul Early, Deputy City Attorney

Robert L. Hansen City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ORDINANCE NO. 824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTIONS 1.10.080 and 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT.

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

SECTION 1. MUNICIPAL CODE ADDED:

1.1 Section 1.10.080 of the Moreno Valley Municipal Code is hereby amended to read as follows:

"Section 1.10.080 Civil fines – Amounts and penalties

A. The maximum amount of a civil fine for violating particular provisions of this code shall be set forth in a schedule of civil fines adopted by resolution of the city council. The schedule may include escalating civil fine amounts for repeat code violations occurring within specified periods of time. A fine amount, not to exceed those set forth by resolution, may be imposed or reduced at the discretion of the citing officer or the City Attorney.

B. Where no civil fine amount is specified by resolution of the city council, civil fines shall be in accordance with those specified in Section 1.01.230 of this code.

C. A late payment penalty shall be imposed for civil fines not paid within thirty (30) calendar days of their due date. The amount of the late payment penalty shall be one hundred (100) percent of the total amount of the civil fine owed.

D. In addition to any civil fine and/or late payment penalty, a hearing officer shall also assess administrative costs against the responsible person when it finds that a violation has occurred or that compliance has not been achieved within the time specified in the civil citation and any granted extensions thereof. Administrative costs may include any and all costs incurred by the city in connection with the matter including, but not limited to, costs of investigation, staffing costs incurred in preparation for an administrative hearing and for the administrative hearing itself, and costs for all reinspections of the property related to the violation(s).

E. Unless otherwise prohibited by law or regulation, all civil fines and administrative costs imposed pursuant to the provisions of this chapter shall accrue

interest at the rate of eight percent until the civil fine or administrative costs, including interest thereon, is paid in full. Interest shall begin to accrue thirty (30) calendar days after the due date for the civil fine or administrative costs and continue until the civil fine or administrative costs, including interest thereon, is paid in full."

1.2 Section 11.80.060 of the Moreno Valley Municipal Code is hereby amended to read as follows:

"Section 11.80.060 Violation

A. Violation of Sound Level Limits. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) and/or six months in the county jail, or both. Notwithstanding the forgoing, any violation of the provisions of this chapter may, in the discretion of the citing officer or the city attorney, be cited and/or prosecuted as an infraction or be subject to civil citation pursuant to Chapter 1.10.

B. Joint and Several Responsibility. In addition to the person causing the offending sound, the owner, tenant or lessee of property, or a manager, overseer or agent, or any other person lawfully entitled to possess the property from which the offending sound is emitted at the time the offending sound is emitted, shall be responsible for compliance with this chapter if the additionally responsible party knows or should have known of the offending noise disturbance. It shall not be a lawful defense to assert that some other person caused the sound. The lawful possessor or operator of the premises shall be responsible for operating or maintaining the premises in compliance with this chapter and may be cited regardless of whether or not the person actually causing the sound is also cited.

C. Violation May Be Declared a Public Nuisance. The operation or maintenance of any device, equipment, instrument, vehicle or machinery in violation of any provisions of this chapter which endangers the public health, safety and quality of life of residents in the area is declared to be a public nuisance, and may be subject to abatement summarily or by a restraining order or injunction issued by a court of competent jurisdiction.

SECTION 2. EFFECT OF ENACTMENT:

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

SECTION 3. NOTICE OF ADOPTION:

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

SECTION 4. EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 2011,

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this ordinance should follow this jurat.**]

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

May 10, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00105326

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
May 10, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of the 2011 William H. Batey II Annual Reading Contest Winners

2. Recognition of Riverside Transit Agency (RTA) and Moreno Valley/Perris Transportation NOW Air Aware Contest Winners

3."Spotlight on Moreno Valley Business"

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
MAY 10, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.5 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 20 - May 3, 2011.

A.6 PA07-0021 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: WESTERN STATES CONSTRUCTION, INC., ANAHEIM, CA 92807 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-37 authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into

the City's maintained street system; and

Resolution No. 2011-37

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA07-0021, and Accepting the Portion of Sunnymead Boulevard Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF SUNNYMEAD BOULEVARD BEAUTIFICATION AND ENHANCEMENT FROM FREDERICK STREET TO PERRIS BOULEVARD PROJECT - PROJECT NO. 04-89280221-2 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor; and

4. Accept the improvements into the City's maintained system.

A.8 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND RAMP PROJECT NO. 08-12566627 (Report of: Public Works Department)

Recommendation:

1. Grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid;

2. Award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder;

3. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.;

4. Authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties; and

5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney.

A.9 PA09-0043 (PM 36262) – COMMERCIAL – ACCEPT FINAL MAP, AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF ALESSANDRO BOULEVARD AND MORENO BEACH DRIVE; DEVELOPER: FRANK POZGAJ & MARIA POZGAJ FAMILY TRUST, RANCHO MIRAGE, CA AND MORENO BEACH STATION, LLC, MORENO VALLEY, CA. (Report of: Public Works Department)

Recommendation:

1. Approve PA09-0043, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;

2. Accept the Agreement and Bonds for Public Improvements;

3. Authorize the Mayor to execute the Agreement;

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.10 PERSONNEL RULES AND REGULATIONS REVISION (Report of: Human Resources Department)

Recommendation:

Approve the Personnel Rules and Regulations.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.5 REVISIONS TO THE RDA HOMEBUYER ASSISTANCE PROGRAM (Report of: Community & Economic Development Department)

Recommendation:
Approve amendments to the Homebuyer's Assistance Program (HAP) to allow the loan term to be reduced to 20 years and allow the loan to be forgiven upon the expiration of the loan term.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D.3 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2011/12 (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to provide the public with an opportunity to comment on the proposed 2011/12 Annual Action Plan; and

2. Approve the proposed 2011/12 Annual Action Plan.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC) (Continued from April 26, 2011)

G.2 RESOLUTION REGARDING THE LIBERTY QUARRY (Continued from April 12, 2011) (Report of: City Manager's Office)

Recommendation: That the City Council:
Discuss and consider adopting Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

G.3 APPROVAL OF ERP SYSTEM REPLACEMENT PROJECT BUDGET AND FUNDING PLAN; AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT WITH NEW WORLD SYSTEMS (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Approve the ERP System Replacement Project Budget and Funding Plan in the amount of $1,999,060; and

2. Authorize the City Manager to execute a contract and purchase order with New World Systems (NWS) for a one-time project cost not-to-exceed $1,322,490 and annual maintenance according to the not-to-exceed schedule below:

Year 1 maintenance	No Charge
Year 2 maintenance	$164,640
Year 3 maintenance	$174,930
Year 4 maintenance	$185,220
Year 5 maintenance	$195,510
Year 6 maintenance	$205,800

G.4 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 AND 11.80.060

OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT (Report of: City Attorney)

Recommendation: That the City Council:

1. Consider the following alternatives:

   Adopt the proposed changes to Moreno Valley Municipal Code Sections 1.10.080 and 11.80.060; and introduce Ordinance No. 824; or

   Ordinance No. 824

   An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sections 1.10.080 and 11.80.060 of the City of Moreno Valley Municipal Code, Relating to Civil Citations and Noise Enforcement

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance; or

3. Take no action. The existing Ordinances will remain in effect.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) Property: SR-60/Moreno Beach Dr. Interchange Project
City Negotiator: Chris A. Vogt
Under Negotiation: Price and terms of payment

APN/Caltrans Parcel No.	Owner	Site Address	Site Location
21463	Moreno H & S	12611 Moreno Beach Dr.	Southwest corner of Moreno and Eucalyptus Ave.
21884	Robert Getz, Anita May Rosenstein, Gloria May	None	South side of SR-60, east of Moreno Beach Dr. between

	Offerman – Trustees of the David May II – Dorothy Duffy May Trust, David May II, Trustee of the David May II Revocable Trust, et al.		Eucalyptus Ave. and SR-60 (between Auto Mall and SR-60)
21460	Prologis	None	Northern top portion of parcel, east of Fire Station 58 and south of SR-60.

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

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MV00105339

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 26, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Public Works Week

2. Proclamation Recognizing Mental Health Month

3. Presentation of Boy Scouts of America District Award of Merit to Council Member Robin N. Hastings

4. Proclamation Recognizing Child Abuse Prevention Month

5. Letter of Commendation Recognizing Sarah King

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
April 26, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:35 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member (left 8:58 p.m.)
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

AGENDA ORDER

REPORTS

G.2 ECONOMIC DEVELOPMENT ACTION PLAN (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Review and provide direction on an Economic Development Action Plan; and

2. Consider the sequencing and funding of Capital Improvement Program projects.

Mayor Stewart opened the agenda item for public comments, which were received from Glenn Moss, Radene Ramos Hiers, Chris Carlson, Christopher Baca, Doug Whitney, Deanna Reeder, Victoria Baca, Jim Jernigan, Kenny Bell, Oscar Valdepena, Steven Figueroa, Librada Murillo, Pete Bleckert, Alicia Espinoza, Raul Wilson, Louise Palomarez, Mark Knorringa, Anthony Fabelo, Marcia Amino, Frank Wright, Tom Jerele Sr, Joe Zmudosky, Ray Baker, and Adolf Kruger.

Motion to Approve Economic Development Action Plan and resequence the funding of Capital Improvement Program projects by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co Approved by a vote of 5-0.

Recess;
Reconvened

AGENDA ORDER

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

Tom Jerele, Sr.
1. Public debate - healthy democratic process
2. Skechers project

Chris Baca
1. Nason Street overpass

Courtney Davis (representing Moreno Valley College)
1. Hands Across Moreno Valley College - advocating for education and asking the City to contribute to scholarship fund

Marcia Amino
1. Deficit reduction plan
2. Car allowances
3. Planning Commission stipends

Cesar Torres
1. Hands Across California - Raising funds for college scholarship

Kenny Bell
1. Wider broadcast of council meetings

Deanna Reeder
1. Budget; deficit reduction plan

Radene Hiers
1. Developers need to pay their share of cost
2. Contamination with chemicals/clean up; concerned about safety of residents

Louise Palomarez
1. Red light cameras on Day Street

AGENDA ORDER

G.3 REGIONAL ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM (RICK BISHOP, WRCOG EXECUTIVE DIRECTOR AND BARBARA SPOONHOUR, PROGRAM MANAGER) (PowerPoint Presentation - (Informational Oral Presentation - not for Council action)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 ENTER INTO A CONTRACT WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS INVOLVING THE PROPOSITION 49 ASES GRANT AFTER SCHOOL PROGRAM (Report of Parks and Community Services Department)

Recommendation: That the CSD:
Authorize the City Manager to enter into a contract with THINK Together Inc., to operate day-to-day activities and functions of the City's Proposition 49 state-funded ASES after school grant program, as outlined within the document.

Mayor Stewart opened the agenda item for public comments, which were received from Shannon Morehouse, and Courtney Davis.

Motion to authorize the City Manager acting in his capacity as the executive director of the CSD to enter into a contract by m/Vice President Jesse L. Molina, s/Board Member Robin N. Hastings
Approved by a vote of 3-1-1, Board Member William H. Batey II opposed, Board Member Marcelo Co absent.

G.5 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2010 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:
Receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2010.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to receive and file by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

AGENDA ORDER

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (Item A2: deficit reduction plan) and Stephen Rogers (representing Anti-Corruption Team; Item A7).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 6-19, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR FEBRUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-34, approving the Check Register for the month of February, 2011 in the amount of $10,858,661.77.

Resolution No. 2011-34

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of February, 2011

A.5 APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE SUNNYMEAD BOULEVARD MASTER DRAINAGE PLAN LINES H, H-1A, AND H-5 IN CONNECTION WITH THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS - PROJECT NO 09-89791726 (Report of: Public Works Department)

Recommendation:

1. Approve the "Cooperative Agreement" with Riverside County Flood Control and Water Conservation District (the District) for the Sunnymead Boulevard Master Drainage Plan Lines H, H-1A, and H-5 in connection with the Indian Detention Basin Drainage Improvements;

2. Authorize the City Manager to execute the "Cooperative Agreement" upon concurrence by the District;

3. Authorize the City Manager to approve any minor changes that may be requested by the District subject to the approval of the City Attorney; and

4. Authorize the City Manager to execute any future amendments subject to the approval of the City Attorney.

A.6 ART LOAN POLICY (Report of: City Manager's Office)

Recommendation:
Adopt the Art Loan Policy.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR HMGP FUNDED PROJECT: STORM DRAIN AND MISCELLANEOUS STREET IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND DRAINAGE FACILITY LINE F - PROJECT NO. 11-12566730 (Report of: Public Works Department)

Recommendation:

1. Accept an additional grant award amount of $322,000 in the federal funds under the Hazard Mitigation Grant Program (HMGP) to construct a storm drain and miscellaneous street improvements between Alessandro Boulevard and drainage facility Line F east of Redlands Boulevard;

2. Authorize the appropriation of $430,000 from unencumbered Measure "A" (Fund 125) fund balance to account for the additional federal funding and required local funding match in accordance with the HMGP requirements;

3. Approve the Agreement for Design Professional Consultant Services with DMC Design Group, 140 N. Maple Street, Suite 104, Corona, CA 92880 to provide design services for the storm drain and miscellaneous street improvements;

4. Authorize the City Manager to execute said Agreement for Design Professional Consultant Services with DMC Group; and

5. Authorize the issuance of a Purchase Order to DMC Design Group in the amount of $172,016 from Account 125.66730 when the agreement has been signed by all parties.

A.8 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE "A" LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2012-2016 (Report of: Public Works Department)

Recommendation:

1. Approve the City of Moreno Valley's Five-Year Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016;

2. Authorize submittal of the RCTC Measure "A" Local Streets and Roads CIP and MOE for the RCTC Measure "A" Local Funds Program, FY 2012-2016; and

3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure "A" projects as part of the upcoming FY 2011/12 budget approval process.

A.9 RESOLUTION NO. 2011-35 A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AND THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA REGARDING THE REDISTRICTING OF THE RIVERSIDE COUNTY SUPERVISORIAL DISTRICTS (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2011-35, a joint resolution of the City Council of the City of Moreno Valley, California and the City Council of the City of Perris, California regarding the redistricting of the Riverside County Supervisorial Districts.

Resolution No. 2011-35

A Joint Resolution of the City Council of the City of Moreno Valley, California, and the City Council of the City of Perris, California Regarding the Redistricting of the Riverside County Supervisorial Districts

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-06 to amend General

Management Policy #2.30, Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-06

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

B.4 RESOLUTION TO AMEND MORENO VALLEY COMMUNITY SERVICES DISTRICT ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICE PLAN POLICY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. CSD 2011-07 to amend General Management Policy #2.41, Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy.

Resolution No. CSD 2011-07

A Resolution of the Moreno Valley Community Services District Board of Directors of the City of Moreno Valley, California, to Approve and Adopt the Amended Moreno Valley Community Services District Zone E (Extensive Landscape Maintenance) Service Plan Policy to Provide Revised Language Regarding the Service Level Guidelines and Correct Minor Grammatical Errors

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Continue Items A2, B2, C2 and D2 to the next Council meeting by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

Motion to Approve Joint Consent Calendar Items A1 through D2, as amended (Item A7 - the correct number on the agreement is $172,016, which is consistent with the staff report) by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2011-12; and

2. Adopt Resolution No. 2011-36, approving the Fee Schedule for FY 2011-12.

Resolution No. 2011-36

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2011-12 and Repealing Prior Resolutions that may be in Conflict

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Motion to Approve as amended to include dog license fees by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. After conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066;

   Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
   Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

   The City Clerk announced the results:

   APN 486-240-009, NPDES - "Yes" ;passes
   APN 297-170-005, NPDES - "Yes"; passes
   APN 297-170-066, NPDES - "Yes"; passes

   b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 486-240-009, 297-170-005, and 297-170-066.

   Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
   Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

2. Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for Pozgaj Frank & Maria Family Trust—APN 486-240-009;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Marcelo Co absent.

The City Clerk announced the results:

APN 486-240-009, Zone M - "Yes"; passes

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APN 486-240-009.

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Marcelo Co absent.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

AGENDA ORDER

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Continued

G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Council and staff have to make some tough budget decisions. Instead of criticizing the council for the decisions, speakers should talk to the Council and offer suggestions to solve deficit problem
2. Reading Contest is completed - Five classes were taken to Harkins Theatre to see movie "Rios"; thanked Harkins for their hospitality; The top twenty readers, top two readers and persons helping with the program will be honored on May 10; congratulated all the kids who participated for the great job

Mayor Pro Tem Molina
1. Last Saturday participated in Relay for Life with Chief; encouraged everybody to participate; this kind of event brings the community together

Council Member Hastings
1. Thanked Chief Whittemore, von Lucas and Dean Palmer for the award presented on behalf of the Boy Scouts; it is an honor to be associated with such an organization as Boy Scouts of America; they are a fine group of people who donate a lot of time, energy and commitment to further this program
2. Congratulated Mark Sambito who was honored as the Reserve Deputy of the Year by the Riverside County Sheriff's Department; Moreno Valley police officers have been recognized very frequently, and this is reflected in the lowest crime statistics we have ever had in the City; the Council did an outstanding job to reduce crime; thanked the Police Department on behalf of Moreno Valley residents

Mayor Stewart
1. Responded to speaker's comments - clarified that the fire engine didn't belong to him, and he paid money to run the fire engine in the parades and events; eventually he bought it and donated it to the Fire Museum
2. Everyone has right to criticize and disagree with others, but need to show respect and civility; use of bad language will not be tolerated
3. Last week, was in Michigan to attend his mother-in-law's funeral; it was very stressful

Motion to continue the meeting past 11:00 p.m. by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Marcelo Co absent.

There being no further business to conduct, the meeting was adjourned at 10:59 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

The City Attorney announced that the City was served on April 26, 2011 with the lawsuit – A&J Organic, Inc, the California Corporation dba Green Cross Care Group vs. City of Moreno Valley, Riverside Superior Court, Case # RRC1105634. Because this is a civil complaint, directions from the City Council regarding the cross-complaint are needed.

The Closed Session was held in the City Manager's Conference Room pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11:05 p.m. by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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MV00105355

MINUTES

JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

SPECIAL MEETING – 6:00 PM
April 19, 2011

CALL TO ORDER

Special Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, and the Community Redevelopment Agency of the City of Moreno Valley was called to order at 6:16 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Co

INVOCATION – Mayor Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to the Mayor/City Council
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

G. REPORTS

G.1 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCAL YEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Continued from April 12, 2011) (Report of: City Manager's Office)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder, Pete Bleckert, and Daryl Terrell.

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

Motion to Approve by m/Council Member Batey, s/Council Member Hastings the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14 as adjusted to include Group A; and directed staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.
Approved by a 3-0-2 vote, Council Member Co and Mayor Pro Tem Molina abstained.

There being no further business to conduct, the meeting was adjourned to the Regular Study Session at 8:40 p.m., by unanimous informal consent.

Submitted by:

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley

Approved by:

Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of Award for Excellence in Information Technology Practices to the City's Technology Services Division

2. Proclamation Recognizing National Library Week

3. Proclamation Recognizing Sexual Assault Awareness Month

4. "Spotlight on Moreno Valley Business"

MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

REGULAR MEETING – 6:30 PM
April 12, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:33 p.m. by Mayor Pro Tem Molina in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION – Council Member Co

Council:

Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member

Absent:

Richard A. Stewart	Mayor
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Juliene Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Pro Tem Molina opened the agenda items for the Consent Calendars for public comments, which were received from Hossein Tajiki (Item A6), Doug Whitney (Item A6), Larry Lange (Item A6) and Tilak Chopra (Item A6).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of March 16 – April 5, 2011.

A.4 APPROVAL OF THE 2011/2012 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works Department)

Recommendation:
1. Approve the County Service Area (CSA) 152 Budget for FY 2011/2012 in the amount of $537,553; and

2. Authorize the levy of CSA 152 Assessment at $8.15 per Benefit Assessment Unit (BAU) for FY 2011/2012.

A.5 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM B.3) (Report of: Parks and Community Services)

Recommendation:
1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play

structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

A.6 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-30 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in the staff report for the abatement of nuisances.

Resolution No. 2011-30

A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that said Statements of Costs Constitute a Lien upon said Properties

A.7 REPORT OF PARTIAL REDUCTIONS PROCESSED DURING THE MONTHS OF FEBRUARY AND MARCH 2011 (Report of: Public Works Department)

Recommendation:
No action required.

A.8 PA07-0090 - REDLANDS ELECTRICAL IMPROVEMENTS – UTILITY ELECTRICAL INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET: DEVELOPER – HF LOGISTICS – SKX T1, LLC,MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-33 authorizing the acceptance of the Utility Electrical Infrastructure for PA07-0090 - Redlands Electrical Improvements as complete and accepting the Utility

Electrical Infrastructure into the City's maintained system; and

Resolution No. 2011-33

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Redlands Electrical Improvements as Complete within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.9 APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report of: Financial & Administrative Services Department)

Recommendation:
Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

A.10 RESOLUTION REGARDING THE LIBERTY QUARRY (Report of: City Manager's Office)

Recommendation:
Discuss and consider Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

Motion to continue Item A10 to May 10, 2011 by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

A.12 TRACTS 22709, 22709-1, 31128, 31129, & 35760 – MAINTENANCE OF PUBLIC IMPROVEMENTS - ACCEPT AGREEMENT AND IRREVOCABLE LETTER OF CREDIT FOR MAINTENANCE OF THE MORENO BEACH CHANNEL (CHANNEL F) PUBLIC IMPROVEMENTS - DEVELOPER:

WESTERN PACIFIC HOUSING - CORONA, CA 92880 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for Tracts 22709, 22709-1, 31128, 31129, & 35760;

2. Authorize the Mayor to execute the agreement;

3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and

4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 REPLACEMENT OF PLAY STRUCTURES AND PLAYGROUND SURFACING AT JOHN F. KENNEDY VETERANS MEMORIAL PARK AND WOODLAND PARK (ALSO LISTED AS ITEM A.5) (Report of Parks and Community Services)

Recommendation:

1. Award to Miracle Recreation Equipment Company, 878 E Hwy 60, Monett, MO 65708 for material and labor to replace play structures and playground surfacing at John F. Kennedy Veterans Memorial Park and Woodland Park; and

2. Authorize the Purchasing Manager to execute a purchase order in an amount not to exceed $ 241,976.03 as appropriated in FY10/11, in account code 461.65329.7500.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR – BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 22, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2, except Items A10, which was continued to May 10, 2011 and Item A11, which was pulled for separate discussion/action. Motion by m/Council Member William H.Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E. PUBLIC HEARINGS

AGENDA ORDER

E.2 PUBLIC HEARING REGARDING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES OF MULTI-FAMILY HOUSING REVENUE BONDS FOR HEMLOCK FAMILY APARTMENTS (Report of: Community & Economic Development Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the issuance by the California Statewide Communities Development Authority of

multifamily housing revenue bonds to finance the acquisition, construction and development of a 77-unit multifamily rental housing project known as Hemlock Family Apartments; and

2. Adopt Resolution No. 2011-32, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the issuance of bonds by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments.

Resolution No. 2011-32

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Hemlock Family Apartments

Motion to Approve by m/Council Member Marcelo Co, s/Council Member William H. Batey II
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

E.1 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Mayor Pro Tem Molina opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:
After conducting the Public Hearing and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for Southeaster Calif Conf Sev Day Adventist–Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to continue APN 488-210-014 to May 26, 2011 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Motion to direct the City Clerk to tabulate ballots for APN 484-030-015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II

Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The City Clerk announced the results as follows:

APN 484-030-015 (NPDES) – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing.

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum connercial/industrial regulatory rate to APN–030–015.

Motion to approve by m/Council Member William H. Batey II and s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

The above motion was to accept results and impose the CSD charges.

Motion to rescind previous motion by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings, absent.

Motion to approve by m/Council Member William. H. Batey, s/Council Member Marcelo Co
Approved by a 3-0-2 vote, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony.

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for Southeastern Calif Conf Sev Day Adventist–APN 484-030-015 and Buddhadhammo Temple–APN 488-210-014;

Motion to direct the Secretary to tabulate the CSD Zone M ballot for APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board

Member Robin N. Hastings absent.

The City Clerk announced the results as follows:
APN 484-030-015, CSD Zone M – "Yes"

b. Verify and accept the result of the mail ballot proceedings as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charges to APNs 484-030-015.

Motion to approve APN 484-030-015 by m/Board Member William H. Batey II, s/Board Member Marcelo Co
Approved by a vote of 3-0-2, President Richard A. Stewart, Board Member Robin N. Hastings absent.

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

Mayor Pro Tem Molina opened the agenda item for public comments, which were received from Erica Hopkins, Kama Burton and Dr. Charles Gibson (Breakthrough CDC).

A.11 CONSIDERATION OF A REQUEST FROM BREAKTHROUGH COMMUNITY DEVELOPMENT CORPORATION (BCDC) TO SPONSOR ITS HOPE FOR OUR YOUTH CAMPAIGN (Report of: City Clerk's Department)

Recommendation:
That the City Council consider the request of Breakthrough Community Corporation (BCDC) to sponsor its Hope for Our Youth Campaign (HYC), in the amount of $2,040.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVIITES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

None

G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR POZGAJ FRANK & MARIA FAMILY TRUST—APN 486-240-009 BALLOTING FOR NPDES AND CSD ZONE M AND RIDGE MORENO VALLEY—APNS 297-170-005 AND 297-170-066 BALLOTING FOR NPDES (Report of: Public Works Department)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceedings for Pozgaj Frank & Maria Family Trust—Assessor Parcel Number (APN) 486-240-009 and Ridge Moreno Valley—APNs 297-170-005 and 297-170-066 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for Pozgaj Frank & Maria Family Trust—APN 486-240-009 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

No action required.

G.3 APPROVE THE THREE-YEAR DEFICIT ELIMINATION PLAN FOR FISCALYEARS 2011/12 - 2013/14 AND DIRECT STAFF TO IMPLEMENT THE FIRST TWO YEARS OF THE PLAN IN A TWO-YEAR BUDGET FOR FISCAL YEARS 2011/12 AND 2012/13 (Report of: City Manager's Office)

Mayor Pro Tem Molina opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Approve the Three-Year Deficit Elimination Plan for Fiscal Years 2011/12 through 2013/14; and

2. Direct staff to incorporate the first two years of the plan in a proposed two-year budget for Fiscal Years 2011/12 and 2012/13 for Council consideration.

Motion to continue Item G3 to a Special Meeting on April 19, 2011, approved by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 3-0-2, Mayor Richard A. Stewart, Council Member Robin N. Hastings absent.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

No reports.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS – NONE

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

Deanna Reader
1. Budget

Ronald Marks
1. Council comments from a previous meeting
2. Fire Flow

Pete Bleckert
1. Agenda packet

Louise Palomar
1. Skechers project

Daryl Terrell
1. Competing on the world stage

Tom Jerele, Sr.
1. Toured Administrative Center of Eastern Municipal Water District
2. Toured Skechers facility

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,

COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member William H. Batey II

1. Next week the top reading classes will get to see the movie Rio. The top 20 readers will be recognized in May.
2. Made a motion to close tonight's meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, and condolences to the family.

Council Member Marcelo Co

1. Citizens need to come to the City Council meetings. City leaders must be made aware of what is happening in the city.
2. The cuts being implemented must be even handed.
3. Chief Curley will check on contractors taking pictures of weed abatement and charging the City.
4. People are coming to see the new Skechers building.
5. Progress and jobs are needed. There will be change, and jobs will come to the city.
6. Please support the businesses in Moreno Valley.

Mayor Pro Tem Jesse L. Molina

1. The City needs to come together.
2. The public needs to come to the City Council meetings and make their voices heard.
3. Constituents that call receive attention.
4. Adjourned the meeting in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer.

CLOSED SESSION - Canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:56 p.m. in honor of Mayor Stewart's mother-in-law, Agnes R. Beyer, by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District

Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Jesse L. Molina, Mayor Pro Tem
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: May 10, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of April 20 – May 3, 2011.

Reports on Reimbursable Activities April 20 – May 3, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	4/27/11	Moreno Valley Chamber of Commerce Wake-Up
Jesse L. Molina		None
Richard A. Stewart	5/3/11	Moreno Valley Hispanic Chamber of Commerce Adelante

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00105373

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: PA07-0021 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – WESTERN STATES CONSTRUCTION, INC.
4887 E. LA PALMA AVENUE, SUITE 707
ANAHEIM, CA 92807

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-37 authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

PA07-0021 is a commercial development consisting of a retail building, auto repair building, and a carwash located on the north side of Sunnymead Boulevard, east of Graham Street that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, striping, storm drain, and water facilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $97,000 issued by SureTec Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into the City's maintained

street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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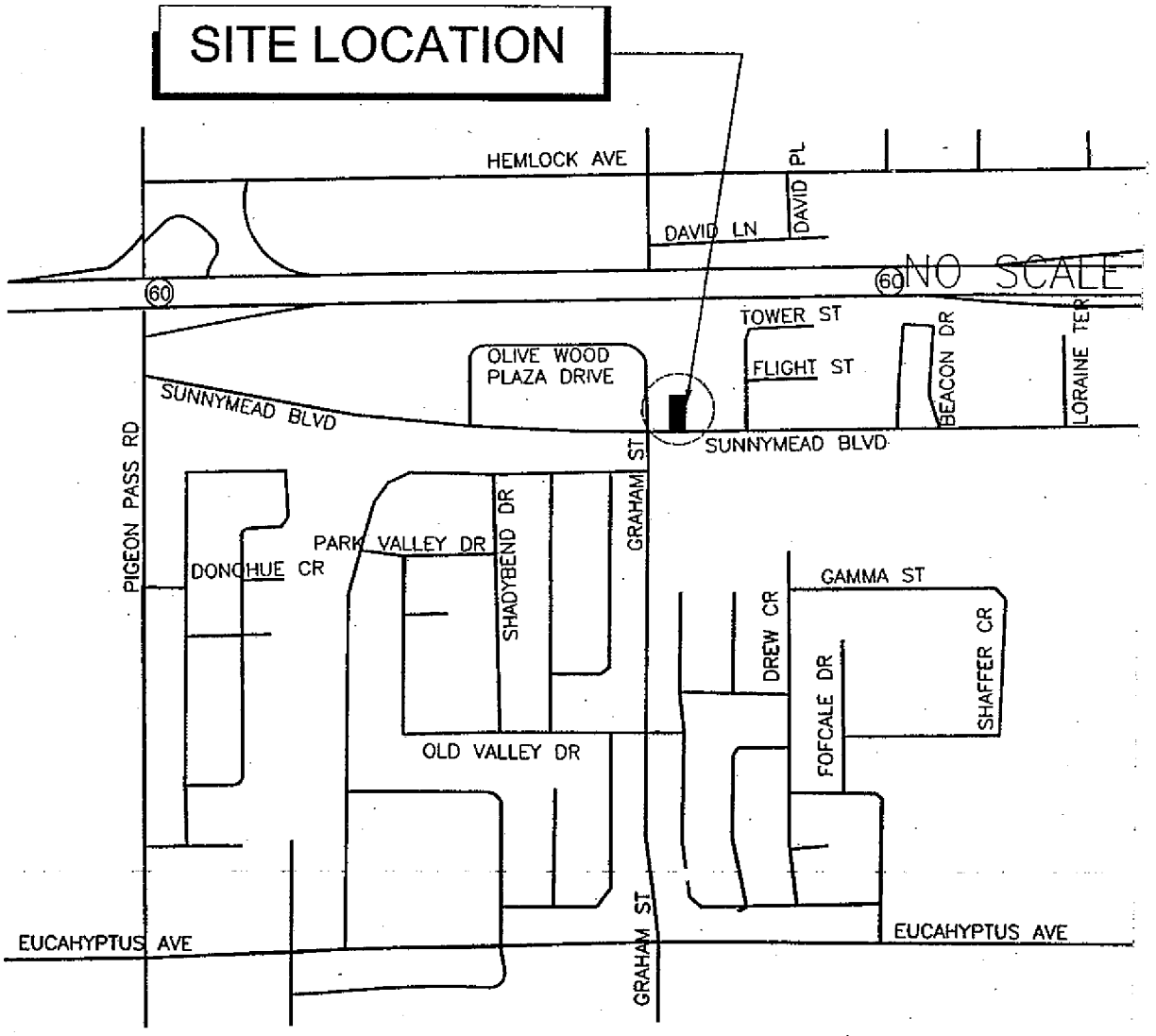

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT "A"	**PA07-0021** **VICINITY MAP**

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MV00105379

RESOLUTION NO. 2011-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA07-0021, AND ACCEPTING THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Western States Construction, Inc. on the portion of Sunnymead Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA07-0021, and accept the portion of Sunnymead Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN PA07-0021 ARE COMPLETE AND THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 10th day of May, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "B"

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF SUNNYMEAD BOULEVARD BEAUTIFICATION AND ENHANCEMENT FROM FREDERICK STREET TO PERRIS BOULEVARD PROJECT
PROJECT NO. 04-89280221-2

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor.

4. Accept the improvements into the City's maintained system.

BACKGROUND

On February 26, 2008, the City Council approved a construction contract with Environmental Construction, Inc., for Stage 1, of the Sunnymead Boulevard Revitalization project, which provided improvements for the infrastructure and aesthetic enhancements, which included a gateway entry arch, bus shelters, sign monuments,

parkway landscaping, curbs, gutters, and color sidewalks. Along with this construction, Eastern Municipal Water District (EMWD) installed an 18-inch pipeline from east of Frederick Street to Perris Boulevard.

On November 25, 2008, the City Council awarded the Sunnymead Boulevard Beautification and Enhancement project (Stage 2) construction contract and authorized the issuance of a Purchase Order in the amount of $2,702,636.90 (the bid amount plus 10% contingency) to PALP Inc. dba Excel Paving Company (Excel). The Excel contract included a lighted median sign near Perris Boulevard, median installation along with landscaping and color Portland Cement Concrete (PCC) center turn lanes and intersections.

On July 13, 2010, the City Council approved the Change Order to increase the Purchase Order with Excel in the amount of $50,000 as a contingency to ensure timely payment to the Contractor in accordance with the Public Contract Code in the event the claims are resolved in the Contractor's favor.

DISCUSSION

Excel completed construction of the beautification and enhancement improvements on February 14, 2011 at a total disputed construction cost of $2,670,000 inclusive of Contract Change Order Nos. 1, 2, 3, and 4 (disputed final), which is less than the Purchase Order amount of $2,752,636.90. The original contract completion date was set for August 2, 2010. The Contractor was issued a time extension of 14 rain/weather work days which sets the revised completion date at August 20, 2010. The Contractor's liquidated damages are assessed for a total of 178 calendar days between August 20, 2010 and February 14, 2011 at $2,500 per day for a total of $445,000.

The Contractor did not sign draft Contract Change CCO No. 4 (disputed final) because the Contractor disputes the total compensation amount, due to unresolved claims. Since all the work has now been completed, the City Attorney has recommended to proceed with accepting the project as complete and filing the Notice of Completion with the County. The Contractor filed a claim with the City Clerk's Office on March 4, 2011. The Contractor is claiming additional compensation for construction related work due to costs and expenses incurred on the job that cannot be verified or justified by the City at this time. The Risk Management Division has denied the claim and staff is currently working with the City Attorney's office to mediate a settlement with the Contractor.

The Contractor is claiming $302,912 for disputed extra work, $353,893 for disputed contract balance and unspecified sums for subcontractor claims, delay costs, overhead, interest, and attorneys' fees. The Contractor is disputing the applicability of the contractually specified minimum coefficient of friction for the surface of the concrete pavement at four intersections. The concrete installed by the Contractor did not comply with the specifications. The Contractor is seeking additional compensation associated with remediating the non-conforming surface finish, traffic control activities during construction, and additional landscaping. The City considers all of this disputed work to

be the Contractor's responsibility pursuant to the Contract. Because of the assessment of liquidated damages, there are no undisputed funds due to the Contractor.

ALTERNATIVES

1. Accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor, and accept the improvements into the City's maintained system. *This alternative will result in acceptance of the improvements into the City's maintained system.*

2. Do not accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to assess liquidated damages and withhold further payment to Contractor, and do not accept the improvements into the City's maintained system. *This alternative will result in delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Sunnymead Boulevard Beautification and Enhancement project (Stage 2) constructed by Excel was funded with Lease Revenue Bond funds (fund 501), Transportation Enhancement (TE) Federal Grant funds through Measure A funds (fund 125), and Redevelopment Agency (RDA) funds (fund 892) as budgeted in Fiscal Year 2010/2011. There is no impact to the General Fund.

OVERALL PROJECT FINANCIAL STATUS AS OF MARCH 2011:

Total Budget Appropriation Fiscal Year 2001/2002 to Fiscal Year 2010/2011 (Funds 892, 501, and 125)	$12,138,000
Total Estimated Planning, Design, Right of Way, and Legal Related Costs	($1,735,000)
Miscellaneous Utilities, Banner Installation, Project Coordination	($227,000)
Total Estimated Construction Related Costs for Sidewalk/Parkway (Stage 1)	($5,990,000)
Total Estimated Construction Related Costs for Median/Intersection (Stage 2)	($3,368,000)

Breakdown of Stage 2 Construction Related Actual Expenses as of March 2011:

Disputed Construction Contract Cost	$2,670,000
Consultant Construction Management/Inspection Services	$381,000
Geotechnical Services	$29,000
Survey Services	$68,000
Project Administration & Miscellaneous Service Costs	$220,000
Total Amount for Stage 2 Construction	$3,368,000

Remaining Project Encumbrances	($718,000)
Remaining Project Balance	$100,000

ANTICIPATED PROJECT SCHEDULE:

Completion of Stage 1 Construction	June 2011
Completion of Stage 2 Construction	February 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Excel has completed the Stage 2 construction for the Sunnymead Boulevard Beautification and Enhancement project from Frederick Street to Perris Boulevard. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, assess liquidated damages against Excel and accept the improvements into the City's maintained system.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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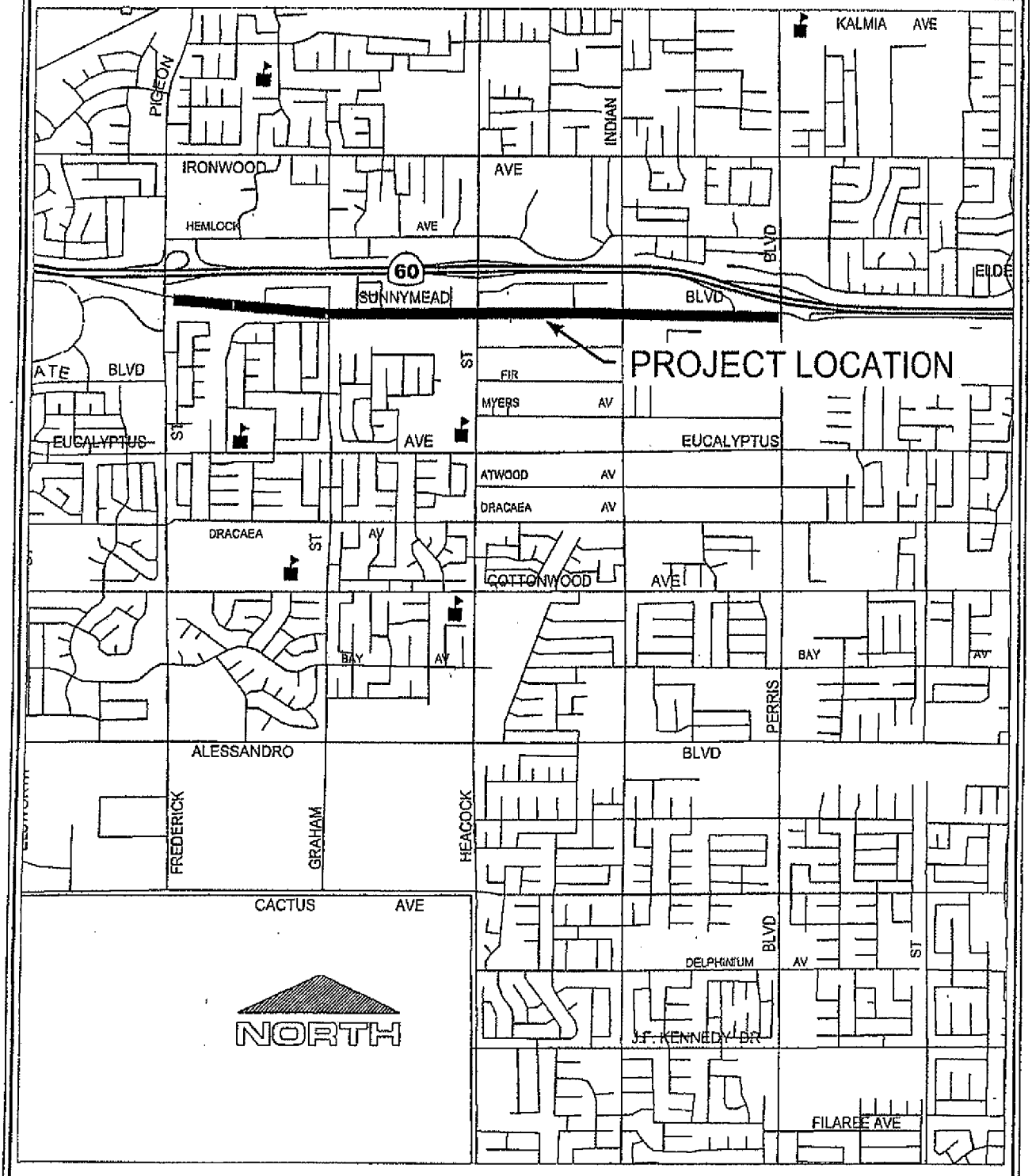

LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT "A"

SUNNYMEAD BLVD. BEAUTIFICATION AND ENHANCEMENT
PROJECT NO. 04-89280221-2

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MV00105389

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND RAMP PROJECT NO. 08-12566627

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid.

2. Award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder.

3. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto.

4. Authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties.

5. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney.

BACKGROUND

An agreement with KOA Corporation was signed by the City Manager on June 5, 2008 to provide Phase I, preliminary design (35%) services for the widening of southbound Perris Boulevard at State Route 60 westbound on-ramp. On November 12, 2008, the City Council approved the First Amendment to KOA's Agreement to provide Phase II, 100% design, and Phase III, advertising, bid, and construction support services for the widening of southbound Perris Boulevard at State Route 60 westbound on-ramp.

In December 2010, the project was advertised for construction bids.

DISCUSSION

This project will result in the construction of a right-turn lane by widening southbound Perris Boulevard from Elder Avenue to the westbound on-ramp of State Route 60. The project also includes modifications to the City traffic signal at Elder Avenue and the Caltrans traffic signal at the westbound on-ramp. Project benefits include reduced congestion around the westbound on-ramp due to the southbound turn lane addition and traffic signal improvements as well as enhanced pedestrian mobility due to the reconstruction of the curb ramps.

In December 2008, the Planning Division found that the project is exempt from CEQA as it is classified as a Class 1 Categorical Exemption (under Section 15301(c)), and therefore, environmental documents are not required.

Formal Bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 2:00 p.m., March 24, 2011, for the subject project. Seven (7) bids were received as follows:

1. Hillcrest Contracting, Inc.	**$247,550.00**
2. Elite Companies US, Inc.	$249,981.00
3. Unique Performance Construction	$267,050.00
4. KORMX, Inc.	$281,650.00
5. DBX, Inc.	$303,438.00
6. All American Asphalt	$360,206.00
7. LSC Construction	Withdrawn
Engineer's Estimate	$276,550.00

Staff has reviewed the lowest bid received by Hillcrest Contracting, Inc. and finds it to be the lowest responsible bidder. Hillcrest Contracting, Inc. possesses a valid California Contractor License in good standing and has provided a bid bond as its required bid security. No outstanding problems were identified through review of the references submitted by Hillcrest Contracting, Inc.

LSC Construction submitted a letter to the City requesting withdrawal of its Bidders Proposal due to a mistake that was made in filling out the bid and not due to error in judgment in accordance with Public Contract Code sections 5101 and 5103. Upon review of the letter, staff concurs that a mistake was made and recommends that the City Council grant the request to withdraw the Bidder's Proposal of LSC Construction.

ALTERNATIVES

1. Grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid, award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder, authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney. *This alternative will allow for much needed improvements.*

2. Do not grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid, do not award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of $297,060.00 ($247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $49,510.00, subject to the approval of the City Attorney. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Construction phase of this project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be financed by Measure A (Fund 125). There is no impact to the General Fund.

BUDGETED FUNDS:

Fiscal Year 2010/2011 Funds (Account No. 125.66627)	$482,000
Design and Administrative Costs FY10-11	($43,000)
Total Available Funds	$439,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (includes 20% contingency)	$297,000
Construction Surveying Costs	$15,000
Construction Geotechnical Costs	$15,000
Project Administration and Inspection Services*	$40,000
Total Estimated Construction Related Costs	$367,000

*City staff will provide Project Administration and Inspection Services

ANTICIPATED PROJECT SCHEDULE:

Start Construction	June 2011
Complete Construction	September 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvement are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project will result in the construction of a right-turn lane by widening southbound Perris Boulevard from Elder Avenue to the westbound on-ramp of State Route 60, which will reduce traffic congestion and enhance pedestrian mobility in that location. The City Council is requested to approve the award of the construction contract to Hillcrest Contracting, Inc.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map
Attachment "B" – Agreement with Hillcrest Contracting, Inc.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00105395

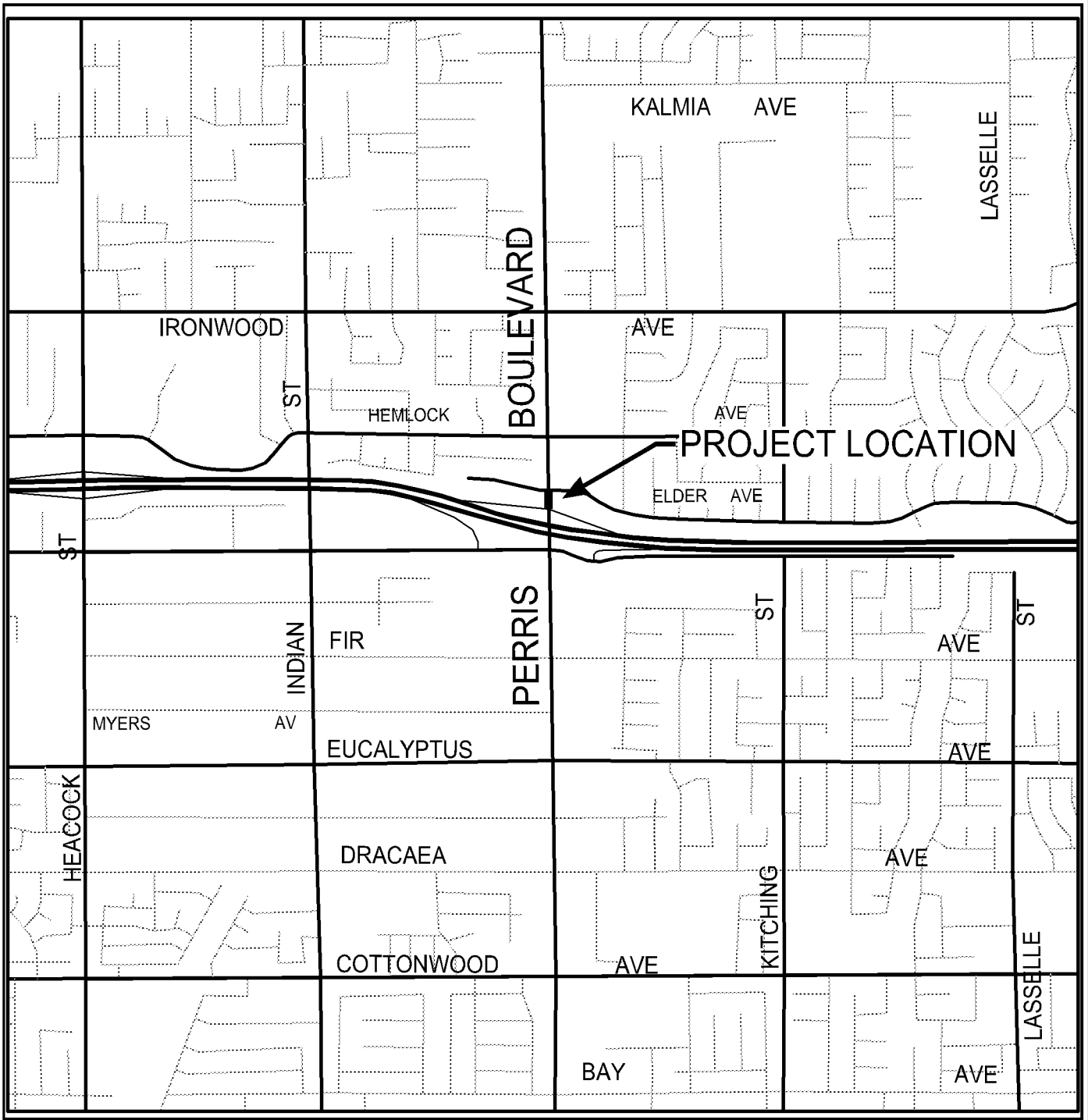

Public Works Department
Capital Projects Division

LOCATION MAP

Scale: None

Attachment "A"

PROJECT NO. 08-12566627
TRAFFIC SIGNAL IMPROVEMENTS ON PERRIS BLVD SOUTHBOUND LANE INTO RTE 60 WESTBOUND ON-RAMP

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MV00105397

Agreement No. _____

AGREEMENT

PROJECT NO. 08-12566627

WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hillcrest Contracting, Inc., hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. 1 through 3, inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of **$247,550.00,** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to order materials pursuant to this Agreement within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Agreement within 15 calendar days after the date of authorization specified in the "Notice to Proceed with Construction." The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **sixty (60) working days** working days after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all ordering of materials and construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $450.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District,, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 08-12566627

CITY OF MORENO VALLEY, Municipal Corporation

BY:_____
City Manager

DATE:_____

COMMUNITY REDEVELOPMENT AGENCY, Municipal Corporation *[for RDA agreements]*

BY:_____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer
(if contract exceeds $15,000)

_____
Date

Hillcrest Contracting, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public.

Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Michael 08-12566627 - Perris Blvd SB Lane to SR60 WB On Ramp\Construction\Contractor\Agreement\2 Agreement - Perris Blvd @ SR60 WB on-ramp.DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.8

MV00105404

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 08-12566627

WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 08-12566627, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 08-12566627

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00105407

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 08-12566627

WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND ON-RAMP

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 08-12566627, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 08-12566627

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00105411

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: PA09-0043 (PM 36262) – COMMERCIAL – ACCEPT FINAL MAP, AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS

SOUTHWEST CORNER OF ALESSANDRO BOULEVARD AND MORENO BEACH DRIVE

Developer: Frank Pozgaj & Maria Pozgaj Family Trust
10 Collegiate Circle
Rancho Mirage, CA 92270
&
Moreno Beach Station, LLC
11545 Rockspur Ct
Moreno Valley, CA 92555

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve PA09-0043, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

2. Accept the Agreement and Bonds for Public Improvements.

3. Authorize the Mayor to execute the Agreement in the form attached hereto.

4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On March 11, 2011, the Planning Commission of the City of Moreno Valley approved the plot plan for PA09-0025 and Tentative Parcel Map 36262 also known as PA09-0043. The plot plan is a proposal for a fueling station and convenience store with an attached automated car wash. The parcel map was required to subdivide the land for the fueling station.

DISCUSSION

Final Map 36262 is in substantial conformance with the tentative map, and the developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements.

The developer has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The public street improvements include but are not limited to asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, sewer, and water. Accompanying the agreement are a Faithful Performance Bond in the amount of $400,000 and a Material and Labor Bond in the amount of $200,000 issued by Suretec Insurance Company.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Agreement for Public Improvements
Exhibit “C” - Faithful Performance Bond
Exhibit “D” - Material and Labor Bond

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\5-10-11 PA09-0043 (PM 36262) - Orig Agmt & Bonds .doc

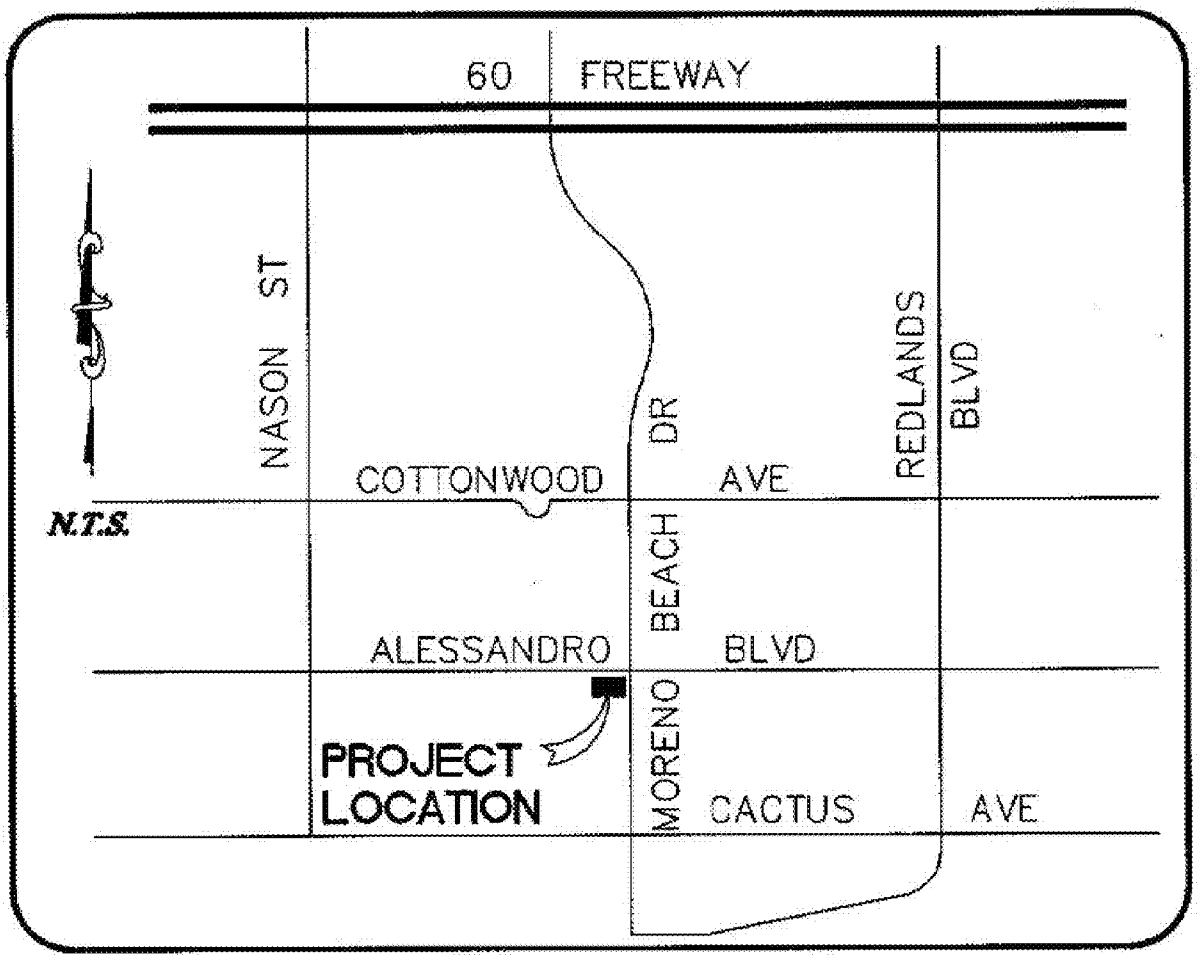

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT "A"	**PA009-0043** **PM 36262** **LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\5-10-11 PA09-0043 (PM 36262) - Exhibit A.doc

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MV00105417

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR STORM DRAIN IMPROVEMENTS
PROJECT NO. PA09-0043 (TENTATIVE PARCEL MAP 36262)

This Agreement, made and entered into by and between the City of Moreno Valley , State of California , hereinafter called City, and **Frank Pozgaj and Maria Pozgaj Family Trust and Moreno Beach Station, LLC**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA09-0043 (Tentative Parcel Map 36262)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **FOUR HUNDRED THOUSAND AND NO/100** Dollars (*****$400,000*****). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost, is outlined in the worksheet labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **TWO HUNDRED THOUSAND AND NO/100** Dollars (*****$200,000*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

EXHIBIT "B"

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developers:
Frank Pozgaj and Maria Pozgaj Family Trust
10 Collegiate Circle
Rancho Mirage, California 92270

Moreno Beach Station, LLC
P.O Box 525
Moreno Valley, CA 92556

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: _____

Frank Pozgaj and Maria Pozgaj Family Trust:
Developer Maria Pozgaj Trustee

BY: Frank Pozgaj Trustee
Signature

FRANK & MARIA POZGAJ
Print/Type Name

_____
Title

Moreno Beach Station, LLC:

BY: Abdo Alberre
Signature

ABdo ALBERRE
Print/Type Name

President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA09-0043 - Agreement.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On December 21, 2010 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Frank Pozgaj & Maria Pozgaj,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in ~~his/her/~~their authorized capacity(ies), and that by ~~his/her/~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Improvements
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 12-21-2010

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Riverside

On Jan 29 2011 (Date) before me, Carl W Jech Notary Public (Here Insert Name and Title of the Officer),

personally appeared Abdo Albette (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CARL W. JECH
Commission # 1775708
Notary Public - California
Riverside County
My Comm. Expires Nov 21, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Carl W Jech
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement For Employment

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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J.F.
09-08-10

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: 09/08/10
PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262) **PREPARED BY:** JLM
PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II -	1.17	Thickness (ft.)				
Alessandro	11795	S.F.	1000	Ton	33.00	33,000
A.C. - Alessandro	0.5	Thickness (ft.)				
	11795	S.F.	427	Ton	80.00	34,160
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II -	1.17	Thickness (ft.)				
Moreno Beach	3405	S.F.	288	Ton	33.00	9,504
A.C. - Moreno Beach	0.5	Thickness (ft.)				
	3405	S.F.	123	Ton	80.00	9,840
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	86,504

Jerry L. Miles 9-8-10

REGISTERED PROFESSIONAL ENGINEER
JERRY L. MILES
NO. 42593
EXP. 3-31-12
CIVIL
STATE OF CALIFORNIA

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: **09/08/10**
PREPARED BY: **JLM**

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)
PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	1968	S.F.	3.25	6,396
A.C. Cap/Overlay	0	Ton	65.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.15	0
Sawcut	555	L.F.	3.00	1,665
Utility Trench	62	L.F.	17.00	1,054
Trench Repaving	186	S.F.	12.00	2,232
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	10.00	0
Curb Only - 8"	174	L.F.	15.00	2,610
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	266	L.F.	12.00	3,192
Concrete				
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	277	L.F.	30.00	8,310
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	287	L.F.	25.00	7,175
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	12.00	0
Sidewalk	3230	S.F.	7.00	22,610
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	14.00	0
Driveway Approach - 8"	1460	S.F.	16.00	23,360
Wheelchair Ramp	2	EA.	2,400.00	4,800
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	0	L.F.	100.00	0
Bus Bay	1	EA.	20,000.00	20,000
Miscellaneous				
Relocate Power Poles	2	EA.	30,000.00	60,000
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	5,000.00	0
Erosion Control	0	AC	100.00	0
Walls - Masonry: 6' Maximum	0	L.F.	150.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
				0
			SUBTOTAL	163,404
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Striping/raised pavement markers	1	L.S.	--	5,000
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	--	0
Street Name Sign	0	EA.	300.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -Perris Blvd)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	250.00	0
Metal Guard Rail **(Removal)**	276	L.F.	40.00	11,040
			SUBTOTAL:	16,040
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Remove Trees	20	EA.	2,500.00	50,000
			SUBTOTAL:	50,000

Item No. A.9

MV00105424

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	4,000.00	0
Street Lights (22000 lumen)	2	EA.	5,000.00	10,000
			SPECIAL DISTRICTS SUBTOTAL:	10,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinatior	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	55.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	1	EA.	800.00	800
1" Service w 5/8" meter	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
Adjust Water Meter Box	0		235.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	1	EA.	330.00	330
Water Service	0	EA.	330.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	150.00	0
	0		0.00	0
			SUBTOTAL:	1,130

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	100	L.F.	40.00	4,000
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	1	EA.	1,500.00	1,500
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	1	EA.	90.00	90
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	5,590

EXHIBIT "A"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: MORENO BEACH STATION, LLC (PA09-0043; PM NO. 36262)

DATE: **09/08/10**
PREPARED BY: **JLM**

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$86,504
OFFSITE STREET WORK	:	$163,404
SPECIAL DISTRICTS	:	$10,000
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$0
STORM DRAIN SYSTEM	:	$0
WATER SYSTEM	:	$1,130
SEWER SYSTEM	:	$5,590
TRAFFIC IMPROVEMENTS	:	$16,040
BONDABLE WORK (not plan checked)	:	$50,000
TOTAL COST (VALUE) OF IMPROVEMENTS:		$332,668
+20% CONTINGENCY:		$66,534
GRAND TOTAL:		$399,202

BOND AMOUNT: **$400,000**

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MV00105431

BOND WILL REMAIN IN EFFECT UNTIL NOTICE OF EXONERATION IS PROVIDED BY THE CITY OF MORENO VALLEY
BOND EXECUTED IN DUPLICATE

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements $400,000

Project No. PA09-0043

Bond No. 4382237

Premium $8,500.00

Surety SURETEC INSURANCE COMPANY A-VII

Principal Frank Pozgaj and Maria Pozgaj Family Trust and Moreno Beach Station, LLC

Address 3033 5TH AVENUE, SUITE 300

Address 10 Collegiate Circle

City/Zip SAN DIEGO, CA 92103

City/Zip Rancho Mirage, CA 92270

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Frank Pozgaj and Maria Pozgaj Family Trust, and Moreno Beach Station, LLC,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA09-0043**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and SURETEC INSURANCE COMPANY, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **FOUR HUNDRED THOUSAND AND NO/100** Dollars (*****$400,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

EXHIBIT "C"

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA09-0043

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on FEBRUARY 18, 20 11.

NAME OF PRINCIPAL: Frank Pozgai and Maria Pozgai Family Trust, and Moreno Beach Station, LLC
Company Name

AUTHORIZED SIGNATURE(S): By

Frank Pozgai — Trustee
Name — Title

Manager
Name — Title

NAME OF SURETY: SURETEC INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: _____
YUNG T MULLICK ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA09-0043 - Faithful Performance Bond.DOC

RISK MANAGEMENT
Approved

M. Alonzo 3-8-11
By Date

MV00105433

ACKNOWLEDGMENT

State of California
County of Orange)

On February 18, 2011 before me, Peter Austin Neff, Notary Public
(insert name and title of the officer)

personally appeared Yung T. Mullick,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RRS2 PETER AUSTIN NEFF COMM. # 1799389 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires MAY 27, 2012 RRS2

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Frank Pozgay,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Bryan Abdo Alberre,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Exp. JAN. 10, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

POA #: 510002

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer C. Giboney, James W. Moilanen, Yung T. Mullick

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

SURETEC INSURANCE COMPANY TEXAS

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18 day of FEBRUARY, 2011, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

BOND WILL REMAIN IN EFFECT UNTIL NOTICE OF EXONERATION IS PROVIDED BY THE CITY OF MORENO VALLEY
BOND EXECUTED IN DUPLICATE

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $200,000

Project No. PA09-0043

Bond No. 4382237

Premium INCLUDED IN PERFORMANCE BOND

Surety SURETEC INSURANCE COMPANY A-VII

Principal Frank Pozgaj and Maria Pozgaj Family Trust and Moreno Beach Station, LLC

Address 3033 5TH AVENUE, SUITE 300

Address 10 Collegiate Circle

City/Zip SAN DIEGO, CA 92103

City/Zip Rancho Mirage, CA 92270

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **Frank Pozgaj and Maria Pozgaj Family Trust, and Moreno Beach Station, LLC,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA09-0043**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **TWO HUNDRED THOUSAND AND NO/100** Dollars (*****$200,000.00*****), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

EXHIBIT "D"

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA09-0043

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on FEBRUARY 18, 20 11.

NAME OF PRINCIPAL: Frank Pozgaj and Maria Pozgaj Family Trust, and Moreno Beach Station, LLC
Company Name

AUTHORIZED SIGNATURE(S): By:

Name — Trustee
Title

Name — Manager
Title

NAME OF SURETY: SURETEC INSURANCE COMPANY
Company Name

AUTHORIZED SIGNATURE: YUNG T. MULLICK ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA09-0043 - Material Labor Bond.DOC

RISK MANAGEMENT
Approved

By — Date 3-8-11

ACKNOWLEDGMENT

State of California
County of Orange)

On February 18, 2011 before me, Peter Austin Neff, Notary Public
(insert name and title of the officer)

personally appeared Yung T. Mullick,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RRS2 PETER AUSTIN NEFF RRS2
COMM. # 1799389
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Expires MAY 27, 2012

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Frank Pozgay,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~/she/they~~ executed the same in his ~~/her/their~~ authorized capacity~~(ies)~~, and that by his ~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC-CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Material & Labor Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On February 22, 2011 before me, JEFF R. KALLMANN, NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared Bryan AbQo Alberre,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies),~~ and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

JEFF R. KALLMANN
COMM. # 1873162
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. JAN. 10, 2014

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Material or Labor Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

POA #: 510002

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer C. Giboney, James W. Moilanen, Yung T. Mullick

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this **18** day of **FEBRUARY**, **2011**, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

MORENO VALLEY
WHERE DREAMS SOAR

CITY CLERK'S OFFICE

MEMORANDUM

To: Mayor and City Council

From: Sonny Morkus, Human Resource Director

Date: May 5, 2011

Subject: CITY COUNCIL REGULAR MEETING AGENDA OF MAY 10, 2011
ITEM A.10 - PERSONNEL RULES AND REGULATIONS REVISION
(Report of: Human Resources Department)

cc: Agenda packet distribution list

Attached are corrections on Attachment B, pages 172, 339, and 346 of the above-mentioned subject item.

Document page numbers are Pages 45, 81 & 88.

C. Professional / Administrative shall earn ~~13.08~~ **9.70** hours of annual leave per pay period of service (~~340~~ **252** hours per year). This accrual shall extend to ~~14.62~~ **11.24** hours per pay period (approximately ~~380~~**292** hours per year) at the beginning of the sixth year and extend to ~~15.54~~**12.16** hours per pay period (approximately ~~404~~ **316** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.
PAM Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~16.15~~**12.77** hours per pay period (approximately ~~420~~ **332** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave.
PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.
D. Non-Exempt Employees shall earn ~~10.77~~ **7.39** hours of annual leave per pay period of service (approximately ~~280~~ **192** hours per year). This accrual shall extend to ~~12.31~~ **8.93** hours per pay period (approximately ~~320~~ **232** hours per year) at the beginning of the sixth year and extend to ~~13.23~~ **9.85** hours per pay period (approximately ~~344~~ **256** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the annual leave accrual rate as a recruitment tool. Employees in these categories may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.
Non-Exempt Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~13.85~~ **10.47** hours of annual leave per pay period (~~360~~ **272** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.
E. Seasonal Employees/Crossing Guards with Leave Accruals shall accrue annual leave at a rate determined by their program agreement or contract. Temporary Employees shall not normally accrue paid annual leave, but may take leave without pay as approved by their supervisors.
7.15 GRANDFATHERED LEAVE BALANCES
Prior Sick Time Accruals: Employees shall retain all existing sick leave hours accrued prior to the enactment of this policy **on December 14, 2007. Such accrued sick leave hours shall be referred to as Grandfathered sick leave balance and are considered Frozen Sick Leave hours.** Although sick leave will no longer continue to accrue for employees, an employee's **frozen** sick leave balance will be available for use in the event of a~~n~~ serious illness or injury which qualifies for disability. **Employees are eligible to use Grandfathered Sick Leave when they are off of work ill for 3 days or more, and provide a doctor's note.** These frozen sick leave hours can ~~not~~ **only** be used for baby bonding or family member's illnesses or injuries**, if the employee is on approved FMLA leave**.
This Grandfathered sick leave balance shall be available for cash out upon separation at a rate of 40% of the accrued balance for full time employees and 20% for part time employees. The remaining balance will be converted to PERS service credit for retiring employees. Separating employees will forfeit the remaining balance.

Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.
2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.
B. City Paid Retiree Medical Benefit: Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire **under the CalPERS retirement benefits system with a minimum of** ~~after at least~~ two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE	MAXIMUM EMPLOYER CONTRIBUTIONS
January 1, 2007	up to $168.73 per month
January 11, 2008	up to $243.73 per month
January 2, 2009	up to $318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan **for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009.** At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees **hired prior to July 1, 2009** receive fully-paid PERS retirement benefits. **Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**

B. Career Part-time Employees **hired prior to July 1, 2009** receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. **Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(h)(2) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**

C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through

16.30 TUITION REIMBURSEMENT

Subject to the **pre**-approval of the Department Head, Human Resources Director, and City Manager (or designee), employees may be reimbursed for the cost of pre-approved, job-related, **accredited,** educational and other training courses based upon proof of successful completion **up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30)**. This proof includes a grade "C" or better of the course(s), **"Pass/Fail" grading option for classes,** and must be part of a **recognized associate's degree, bachelor's degree, or master's degree** program, **and the program must be part of a school, college or university that is accredited by a U.S. Department of Education authorized accrediting organization, e.g. Western Association of Schools and Colleges (WASC)** ~~leading to an Associate's degree, undergraduate or graduate degree~~. Further, employees may be reimbursed for certain pre-approved, job related training courses based on the approvals as stated above.

Classes taken which are offered as part of the City's official training program do not count against tuition reimbursement.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational course that is job-related may, if prior approval for reimbursement is given by the City Manager (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the City (i.e. books become part of City reference library).

In general, training time during working hours shall be considered part of the job. Unless the City directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the City encourages employees to pursue additional education, the City shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Head and the Human Resources Director.

16.35 TRAINING AND TRAVEL REIMBURSEMENT

Non-exempt employees shall receive training and travel reimbursement as provided in this Section.

Time spent in attending lectures, meeting, training programs, and similar activities during work time shall be counted as time worked only if authorized in advance and in writing by the employee's Department Head. No such authorization shall be given unless the lecture, meeting, program, or other activity is directly related to improving the employee's ability to perform his or her job.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Sonny Morkus, Human Resources Director

AGENDA DATE: May 10, 2011

TITLE: Personnel Rules and Regulations Revision

RECOMMENDED ACTION

Staff recommends that City Council take action to approve the attached Personnel Rules and Regulations (Attachment A).

ADVISORY BOARD/COMMISSION RECOMMENDATION

"Not applicable."

BACKGROUND

During the 2009 and 2010 labor negotiations, the City approved Memorandums of Understanding (MOU's) for each of the three employee associations: Moreno Valley Management Association (MVMA), Moreno Valley Confidential Management Employees (MVCME), and Moreno Valley City Employees Association (MVCEA). Due to the changes in policies that were agreed to in the MOU's, the City is required to revise the Personnel Rules and Regulations and reflect these changes. The Personnel Rules and Regulations were previously revised in February 2009.

During the period of February 2011 through April 2011, the Human Resources Director met with the three employee associations, in order to discuss and gain agreement on the actual wording for the needed changes to the Personnel Rules and Regulations.

DISCUSSION

The proposed changes are highlighted in the attached Personnel Rules and Regulations (Attachment B). Attachment B includes an index of the changes, as well as the actual changes noted by either strikethrough ~~FONTS~~ for deleted wording,

or bold **FONTS** for newly added wording. The index shows the section that was changed and the page number of the section changed for easy reference.

There is no additional direct cost to the City of Moreno Valley that will result from the City Council taking action to approve the attached Personnel Rules and Regulations revision. The changes to the Personnel Rules and Regulations are reflecting changes that were approved by City Council in the MOU's for FY 2009/10 and FY 2010/11.

ALTERNATIVES

The action of the City Council to approve the attached resolution will fulfill the City's agreement with the three employee associations: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

There will be no added impact on the City budget.

CITY COUNCIL GOALS

The action of the City Council to approve the attached resolution will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

NOTIFICATION

The three employee associations have been notified of the staff report and staff recommendation for City Council to approve the attached Personnel Rules and Regulations revision. Copies of this staff report and attached resolution were sent to the employee associations, and they concur with the recommended City Council action.

ATTACHMENTS/EXHIBITS

Attachment A is the Personnel Rules and Regulations with the changes made.
Attachment B is the marked-up Personnel Rules and Regulations showing the changes.

Prepared and Approved By:

Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY

PERSONNEL RULES & REGULATIONS

REVISED MAY 2011

Please complete this form and return to Human Resources. If you have any questions regarding the Personnel Rules & Regulations, please contact the Human Resources Department at extension 3045.

On _____, I received a copy of the City of Moreno Valley's, May 2011, Revised Personnel Rules & Regulations, and I have had an opportunity to ask questions and discuss the information. I understand that a copy of this acknowledgement form will be placed in my central official employee personnel file, located in the Human Resources Department.

Employee Name **(Please Print)** _____

Employee Signature _____

Department/Division _____

. . . . . .

Human Resources Department Use Only

Date Returned _____

CITY OF MORENO VALLEY
PERSONNEL RULES AND REGULATIONS

REVISED May 2011

TABLE OF CONTENTS

SECTION 1: GENERAL PROVISIONS

1.05	Authority	1
1.10	Objectives	1
1.15	Interpretation	1
1.20	Definition of Terms	1
1.25	Administration of the Personnel System	8
1.30	Contracts for Special Services	8
1.35	Application and Exceptions	9
1.40	Adoption and Amendment of Rules	10
1.45	Validity of Rules (Severability)	10
1.50	Violation of Rules	10
1.55	Conflicts of Interest and Acceptance of Gifts and Other Gratuities	10
1.60	Incompatible Employee Activities	11
1.65	Political Activities	11
1.70	Safety and Health	12
1.75	Drug and Alcohol Free Workplace Policy	13
1.80	Equal Employment Policy	14
1.85	Discrimination and Anti-Harassment Policy	14
1.90	Workplace Violence Policy	16
1.95	Smoking Policy	17

SECTION 2: CLASSIFICATION AND SALARY PLAN

2.05	Preparation, Adoption, and Amendment of Classification Plan	18
2.10	Allocated Positions	18
2.15	New Positions	18
2.20	Classification Manual	18
2.25	Preparation of Salary Schedule	18
2.30	Appropriate Salary Level	18
2.35	Benefit Plan	19

SECTION 3: TYPES OF APPOINTMENTS

3.05	Types of Appointments	20
3.10	Emergency Appointments	20
3.20	Acting Pay	20
3.25	Transfer	21
3.30	Promotion	22
3.35	Demotion	22
3.40	Reclassification	22
3.45	Layoffs, Reduction in Force, Recall	24

SECTION 4: RECRUITMENT AND SELECTION

4.05	Equal Employment Goals and Policies	27
4.10	Personnel Requests	27
4.15	Job Announcements	27
4.20	Personnel Applications	28
4.25	Recruitment	28
4.30	Evaluation of Applications	29
4.35	Candidates' Examination Inspection	29
4.40	Veterans' Points	30
4.45	Nepotism Policy	30
4.50	Driving Safety Check	32
4.55	Eligibility Lists	32
4.60	Final Decisions of Selection	33
4.65	Pre-Employment Physical	33
4.70	Employment Eligibility Verification	34
4.75	Probationary Period	34
4.80	Criminal Conduct – Ineligibility for Employment	34
4.85	Fingerprinting	35
4.90	Resignation	35
4.95	Rehire	35

SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS

5.05	Salary at Appointment	36
5.10	Employee Performance Evaluation	36
5.15	Progression on Merit Pay	37

SECTION 6: ATTENDANCE AND HOURS OF WORK

6.05	Workweek and Overtime	39
6.06	Overtime Compensation	39
6.08	Compliance with Fair Labor Standards Act	40
6.10	No Guarantee of Hours	40
6.15	Stand-by and Call-back Policy	40
6.20	Time Sheets	40
6.25	Constructive Resignation	41
6.30	Lunch and Break Policy	41

SECTION 7: LEAVES

7.05	Holiday Pay and Holiday Leave	42
7.10	Annual Leave	42
7.15	Grandfathered Leave Balances	46
7.20	Annual Leave Cash Out Upon Separation and Retirement	47
7.30	Bereavement Leave	47
7.35	Jury Duty and Witness Leave	48
7.40	Pregnancy Disability Leave	48
7.45	Family Care and Medical Leave	50
7.50	Leave of Absence Without Pay	51
7.55	Military Leave	52

7.60 On-the-Job Injuries and Workers' Compensation Coverage 53
7.65 Voting Leave 56

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES

8.05 General Statement of Policy 57
8.10 Customer Service Policy 57
8.15 Unlawful Discrimination 57
8.20 Standards of Conduct 57
8.25 Objective of Disciplinary Guidelines 58
8.30 Major and Minor Offenses 59
8.35 Levels of Offenses 59

SECTION 9: DISCIPLINARY ACTIONS

9.05 Definition of Disciplinary Action 64
9.10 Informal Discussion 64
9.15 Formal Warning 64
9.20 Written Reprimand 64
9.25 Disciplinary Suspension 64
9.30 Reduction in Pay 65
9.35 Demotion 65
9.40 Last Chance Employment Agreement 65
9.45 Dismissal 66
9.50 Resignation – An Alternative to Disciplinary Action 66
9.55 Documentation of Disciplinary Action 66
9.60 Employee Representation 66

SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS

10.05 Actions That Are Not Appealable 68
10.10 Disciplinary Action Subject to Skelly Procedure 68
10.15 Administrative Suspensions with Pay 68
10.20 Skelly Procedure/Due Process 68
10.25 Appeal of Department Head's Decision 69
10.30 Amended Notice of Disciplinary Action 70

SECTION 11: APPEALS HEARING PROCESS

11.05 Selection of a Hearing Officer 71
11.10 Scheduling the Hearing 71
11.15 Hearing Representation 71
11.20 Recordation of Hearing 72
11.25 Hearing Expenses 72
11.30 Hearing Procedure 72
11.35 Hearing Officer's Recommendation 72
11.40 City Manager's Decision 73

SECTION 12: GRIEVANCES

12.05 Matters Subject to Grievance Procedures 74

12.10 Matters Not Subject to Grievance Procedures 74
12.15 Freedom from Reprisal 75
12.20 Consolidation 75
12.25 Resolution 75
12.30 Withdrawal 75
12.35 Resubmission 75
12.40 Employee Representation 75
12.45 Miscellaneous 75
12.50 Informal Grievance Procedure 76
12.55 Formal Grievance Procedure 76
12.60 Time Limits 77

SECTION 13: EMPLOYEE RECORDS AND FILES

13.05 Personnel Files 78
13.10 Documents in Personnel Files 78
13.15 Access to Files 79
13.20 Disclosure of Information 79
13.25 Changes-in-Status 79
13.30 Application Retention 80
13.35 Destruction of Personnel Records 80

BENEFIT POLICIES

SECTION 14: EMPLOYEE BENEFIT POLICIES

14.05 Benefit Bank 81
14.10 Management Package 82
14.12 Auto Allowance 83
14.15 Post Retirement Medical Benefits 83
14.20 PERS Medical Coverage for Retirees 84
14.25 City Retirement Plan 84
14.30 IRC Section 125 Plan 85
14.35 IRC Section 457 Plan 85
14.36 IRC Section 401A Plan 86
14.40 Life Insurance 86
14.45 Disability Insurance 87
14.50 Unemployment Compensation 88
14.55 Employee Assistance Program (EAP) 88
14.60 Medicare 88

SECTION 15: SPECIAL COMPENSATION

15.05 Stand-By 89
15.10 Call-back 90
15.15 Bilingual Pay 90
15.16 Safety Equipment 90

SECTION 16: TRAINING

16.05 Training 91
16.10 In-House Training 91
16.15 Departmental Training 91
16.20 Training Courses 91
16.25 Seminars and Conferences 91
16.30 Tuition Reimbursement 92
16.35 Training and Travel Reimbursement 92

DRUG AND ALCOHOL FREE WORKPLACE POLICY

APPENDIX A

Testing for Alcohol and Drugs 94

A. Employee Responsibilities 94
B. Management Responsibilities 95
C. Enforcement 97
D. Physical Examination and Procedure 97
E. Results of Drug and/or Alcohol Analysis 98
F. Confidentiality 98

SUPPLEMENT TO THE DRUG AND ALCOLOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

A. Employee Questions 99
B. Covered Employees 99
C. Covered Commercial Vehicles 99
D. Safety-Sensitive Functions 100
E. Prohibited Conduct 100
F. Consequences for Employees Found to Have Alcohol 102
G. Circumstances Under Which Drug and/or Alcohol Testing will Be Imposed On Covered Employees 102
H. Procedures to be Used for Detection of Drugs and Alcohol 105
I. Refusal to Submit to a Drug and/or Alcohol Test 106
J. Consequences of Failing a Drug and/or Alcohol Test 106
K. Alcohol Misuse Overview 107

ALCOHOL FACT SHEET 108

A. Signs and Symptoms of Alcohol Use 108

1. Immediate Effects of Alcohol 108
2. Chronic and Long Term Health Effects 108
3. Alcohol's Effects on Society 109
4. Workplace Issues 109
5. Confidentiality Procedures for Internal Control 109

APPENDIX B 111

Employee Education and Training Program 111

A. Education 111
B. Training 111

APPENDIX C 113

Testing will be Conducted in Accordance with Alcohol Testing Procedures as Required by 49 CFR.40 113

A. Alcohol Testing Procedures 113
B. Drug Testing Procedures 114

APPENDIX D 116

Reasonable Suspicion Observation Form 116

APPENDIX E 118

Drug and Alcohol Program Manager (DAPM) and Designated Employer Representative (DER) 118

CITY OF MORENO VALLEY
PERSONNEL RULES AND REGULATIONS
REVISED May 2011

SECTION 1: GENERAL PROVISIONS

1.05. AUTHORITY

The City Council of the City of Moreno Valley is authorized and directed under the Municipal Code and the provisions of Section 1.40 of these Rules to adopt rules for the administration of the City's personnel system.

1.10 OBJECTIVES

The objectives of these Personnel Rules are to facilitate efficient and effective services to meet public needs as well as provide for an equitable system of personnel management in municipal government.

These Rules shall set forth in detail procedures which insure fair and equitable treatment for those who compete for original employment and promotion within City employment and define many of the obligations, rights, privileges and prohibitions which are placed upon all employees in the competitive service of the City.

1.15 INTERPRETATION

Within the limits of administrative feasibility, the City Manager shall be responsible for the interpretation of these Rules in cases where the proper application of a rule or any portion thereof is not clearly ascertainable. When such interpretation is required, the result shall be in harmony with the objectives set forth above.

1.20 DEFINITION OF TERMS

All words and terms used in these Rules and in any ordinance or any resolution dealing with Personnel Rules and Regulations shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, the following words and terms most commonly used are defined.

Appointing Authority: The City Manager or designee who, in his or her individual capacity, has the final authority to appoint a person to a position of employment.

Anniversary Date: The date when the employee last completed probation. If an at-will employee, the date the employee was hired to the most recent position.

Except as specifically provided in these Rules, any non-probationary employee who takes an authorized leave of absence without pay shall have his or her anniversary date extended the same amount of time as his or her period of leave.

Appointment: The designation of a person to fill a position of employment.

At-Will Employee: A probationary employee, or contract employee, who does not hold career status.

Career Employee: A permanent employee hired for an indefinite term into a budgeted position, who is regularly scheduled to work no less than one thousand (1,000) hours per year, has successfully completed his or her probationary period, and has been retained as provided in these Rules.

City: The City of Moreno Valley.

City Manager: The City's Chief Executive Officer.

Classification: A certain group of job positions with the same title, salary range, and benefit package.

Classification Manual: A document containing the class specifications for all City positions as approved by the City Manager or designated official.

Classification Plan: A listing of the duties and responsibilities of all City positions, as determined by the City Manager and adopted by the City Council.

Classification Roster: A listing of all City positions including the title and benefit category contained in the annual fiscal year budget, as determined by the City Manager and adopted by City Council.

Compensatory Time: Time accrued or taken off from work with pay, in lieu of paid overtime compensation.

Competitive Service: The merit system whereby City employees are hired and promoted through a competitive process based upon objective standards of merit to assure fair consideration in all aspects of employment/promotion.

Contractual Employee: An employee hired and paid pursuant to the terms and conditions of a specified written contract between such an employee and the City.

Days: Calendar days unless otherwise stated.

Demotion: The voluntary or involuntary transfer of an employee from one classification to another classification with a lower salary or to a lower step in a classification or hierarchy of positions.

Department Head: One who functions directly under the authority of the City Manager, has direct responsibility for a particular department, and manages its staff, policies and budget.

Dependent: A covered person who relies on another person for support; or obtains health coverage through a spouse, domestic partner, parent, grandparent, or legal guardian. For the purpose of insurance eligibility, an eligible dependent is defined as: spouse, registered domestic partner, child, economically dependent child, and adult children up to age 26.

Disciplinary Action: The discharge, demotion, reduction of pay, suspension, placing on probation, or the issuance of a last chance employment agreement, written reprimand, or formal warning, or any other action for punitive, corrective, or disciplinary reasons.

Disciplinary Suspension: A disciplinary action that temporarily separates an employee from City service without pay.

Dismissal: The discharge of an employee by the City from City employment.

Division Manager: Division Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.

Domestic Partner: As defined by state law and registered accordingly.

Eligibility List: A list of all persons eligible for appointment to a particular classification after final testing/interviews as determined by the Human Resources Director.

Emergency Appointment: An appointment made to meet immediate requirements of an emergency condition, such as fire, flood or earthquake, which threatens life or property, where such employment is not anticipated to endure beyond the duration of such an emergency period.

Employee: An elected or appointed person occupying a position in the City employment, including City Councilmembers, providing personal services to the City or its residents. This excludes independent and outside contractors, commissioners, members of advisory boards, and volunteers.

Employee Assistance Program (EAP): A health and wellness benefit which allows an employee or a member of his or her family to receive personal counseling at City expense, subject to certain limits and available funds.

Employee Relations Officer: The City Manager-designated officer who administers the City's employee relations as defined in Employee Relations Resolution #92-110. The designated Employee Relations Officer functions under the authority of the City Manager.

Executive Management: Department Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.

Fair Labor Standards Act (FLSA): The Federal Law, which guarantees employees certain minimum wages and time and one-half overtime standards.

Fiscal Year: A twelve-month period from July 1 to June 30 in which the City plans, budgets, appropriates, and expends its funds.

Flexible Work Schedule: A City Manager-approved variation from the standard daily work hour schedule of 8:00 a.m. to 5:00 p.m.

Full-time Employee: An employee who is regularly scheduled and expected to work forty (40) hours or more during a workweek.

Furlough: A Management-dictated, mandatory, reduced working period implemented to save City funds during difficult economic times.

General Non-Exempt Employee: An employee who is not exempt from the pay and overtime provisions of FLSA and who qualifies for a certain benefits package.

Human Resources Officer: The City Manager-designated officer, known as the Human Resources Director, who administers the City's personnel system. The designated Human Resources Officer functions under the authority of the City Manager.

In-House Competitive Examination: A type of examination open only to City employees meeting the minimum qualifications for a particular classification.

Immediate Family Member: Mother, father, spouse, domestic partner, natural/step children, children of domestic partner, mother-in-law, father-in-law, brother, or sister, grandparent and grandchild. Step-parents may be included depending on the current situation.

Insubordination: This occurs when an employee refuses a lawful order from a supervisor. Three elements should exist: (a) the employee understood the instructions and consequences of failing to follow the order; (b) the order was in line with the employee's duties; and (c) there was no safety reason for the employee to refuse the order.

Interim Employee: An employee who is appointed to a career classification on an acting or temporary basis pending completion of the recruitment process, issuance of an eligibility list, and filling the classification.

Last Chance Employment Agreement: Is an agreement between the City, an affected employee and a bargaining unit representative. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations – usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.

Lead Worker: A working daily supervisor who typically schedules, assigns, trains, monitors, and evaluates the work of a crew or group of employees. Additionally, a lead worker performs the more difficult and responsible tasks assigned to classifications within that classification series.

Leave of Absence Without Pay: A period of time during which an employee may take time off without receiving compensation or benefits, unless otherwise stated in these Rules.

Limited Term: An employee hired for a definite term based on the funding available and/or workload requirements.

Merit Salary Increases: The increase of an employee's salary within the salary range established for the classification the employee occupies, resulting from satisfactory job performance, which is based on performance or merit, not solely on longevity.

Misconduct: Any act or unsatisfactory job performance which may be subject to disciplinary action.

Modified Work Schedule: Any work pattern schedule other than a usual 8 to 5 schedule as approved by the City Manager.

Open Competitive Examination: A type of examination open to applicants meeting the minimum qualifications for a particular position.

Overtime: The time which an employee is required or permitted to work beyond the number of hours prescribed for a full-time employee in that classification. Overtime compensation, taken as paid time or as compensatory time, shall be authorized as provided in Section 6.05.

Part-time Employees: The City has three (3) types of part-time employees; career part-time, seasonal or temporary, and crossing guards.

A. Career Part-Time Employee: An employee who works a minimum of twenty (20) scheduled hours per week on a permanent basis.

B. Temporary or Seasonal Employee: An employee, other than a contract employee, who is scheduled to work no more than 1,000 hours in a calendar year, no more than twelve continuous months, or one for whom there is no Council-authorized position and no employee benefits.

C. Crossing Guard: An employee hired as a regular or an alternate crossing guard. A regular crossing guard shall have a usual post near a school site. An alternate or substitute guard shall relieve any regular crossing guard in the case of absence.

Performance Assessment Review (PAR): This is the performance evaluation tool for the City's career employees, wherein performance is evaluated and rendered at three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date.

Permanent Disability: A medical disability which will indefinitely prevent the employee from performing his/her essential job duties without creating unreasonable endangerment to health and safety or inefficiency of the employee or others.

Personnel Ordinance: Chapter 2.30 of the City's Municipal Code, authorizing the establishment of a personnel system for the City.

Position: A specific job assigned to a job classification.

Probationary Employee: An employee who is serving his or her probationary period.

Probationary Period: A working test period which is part of the selection process, during which an employee is required to demonstrate his or her fitness for the position to which assigned. Before an employee may promote, they must successfully complete original probation.

Professional/Administrative/Management Employee: An employee who qualifies for the executive (Professional/Administrative/Management) exemption under FLSA and for a certain benefits package.

Promotion: The advancement of an employee from one classification to another classification having a higher salary range.

Reclassification: The reassignment from one classification description, or status to a different classification description, or status in accordance with a re-evaluation of the minimum qualifications, duties, and responsibilities of the position in question. Simple title changes are not reclassifications.

Reduction in Force (RIF): A layoff in the work force.

Resignation: The voluntary separation by an employee from City employment.

Rules: These Personnel Rules, as they may be amended periodically.

Salary Schedule: The listing of the salary ranges and steps for all defined City classifications.

Salary Range: The range of pay an employee can earn while employed in a particular classification.

Seniority: The length of an employee's continuous service in a City career position.

Staffing Plan: The classification titles, salaries and number of allocated positions in a department or division for a designated fiscal year, as determined by the City Manager and adopted by City Council in the annual budget document.

Standards of Conduct: Those rules which are intended to govern the actions of City employees during their course of employment with the City with respect to the employee's job performance.

Supervisor: Performs full scope of supervisory duties including hiring, training, planning, scheduling, disciplining, and evaluating the work of several crews and/or work units of staff.

Temporary Employee: *(See Part-time Employees)*

Termination: The separation of an employee from City service because of retirement, resignation, permanent disability, death or dismissal.

Transfer: The change of an employee from one department or division to another department or division without changing the employee's salary and usually within the same classification.

Workweek: A regularly recurring period of seven (7) consecutive twenty-four (24) hour days beginning at 12:01 p.m. on Friday and concluding at 12:00 noon the following Friday.

Y-Rate of Pay: The Y-rate of pay shall exist when an employee's salary is frozen at the then current level until such time as the commencing salary at the Y-rate, taken together with subsequent general salary increases, equals or exceeds the employee's salary at the Y-rate. This may occur in situations where an employee is reclassified, voluntarily demoted, or as otherwise stated in these Rules. Typically, benefits will not be Y-rated.

1.25 ADMINISTRATION OF THE PERSONNEL SYSTEM

The City Manager shall administer the City personnel system and may delegate any of the powers and duties related thereto to any other officer or employee of the City or may recommend that such powers and duties be performed under contract as provided in Section 1.30 of these Rules. The City Manager shall:

A. Act as the appointing authority for all City employees except those officers and employees directly appointed by the City Council.

B. Administer all of the provisions of these Personnel Rules except as specifically reserved to the City Council.

C. Prepare and recommend to the City Council any appropriate Personnel Rules and revisions to such Rules.

D. Prepare or cause to be prepared, and revise as appropriate, a position classification schedule, including class specifications.

E. Have the authority to discipline City employees in accordance with these Personnel Rules.

F. Provide for the publishing or posting of notices of examinations for positions in the competitive service; the flexibility to waive certain job stated qualifications for good cause when it is in the best interests of the City; the receiving of applications therefore; the conducting and grading of examinations; the establishment of a list of all persons eligible for appointment to the appropriate position in the competitive service; and the performance of any other duty which may be desirable or required for the effective implementation of these Rules.

G. Appoint employees on a temporary or seasonal basis without competitive examination.

H. Determine standardized daily work hours and schedules and approve variations to the standard schedule.

1.30 CONTRACTS FOR SPECIAL SERVICES

The City Manager may contract for the performance of technical services in connection with the establishment or operation of the personnel system. In addition, the City Manager may determine the circumstances under which it is in the best interests of the City to contract for such services, and to enter into contracts for such services with City Council approval. The contract may be with any qualified person or public or private agency for the performance of any or all of the following:

A. The preparation of Personnel Rules and subsequent revisions and amendments.

B. The preparation of a position classification plan, and subsequent revisions and amendments.

C. The preparation, conduct, and grading of qualifying tests.

D. The conduct of employee training programs.

E. Special and technical services of advisory or informational character on matters relating to personnel administration.

F. Professional services.

1.35 APPLICATION AND EXCEPTIONS

A. These Rules shall apply to all offices, positions, and employments in the service of the City, as defined in Section 1.20 of these Rules, with the exception of the following:

1. Members of the City Council and other elected officials.

2. Members of commissions and advisory bodies appointed by the City Council or City Manager.

3. Direct appointees of the City Council, including the City Manager, City Clerk, City Treasurer, City Attorney, and any assistant or deputies to the City Attorney. An employee who also holds the position of City Treasurer shall not be excluded from the Rules, unless he or she has entered into an employment agreement pursuant to sub-section "F" herein.

4. Volunteer personnel, such as volunteer fire protection personnel, and others who provide services to the City without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the City).

5. Outside and independent contractors, engaged to provide expert, professional, technical, or other services.

6. Employees who have entered into an employment agreement with the City, unless otherwise specified in an employment agreement.

B. These Rules, with the exception of Sections 8-12 inclusive, shall apply to the following employees, who serve at the pleasure of their respective appointing authorities and are considered "at will" employees:

1. Emergency employees, such as those hired to meet immediate needs of an emergency condition (i.e., fire, flood or earthquake) which threatens life or property.

2. Employees who are considered temporary or seasonal.

3. Other non-career employees who are not specifically mentioned in Section 1.35 of these Personnel Rules.

4. Alternate Crossing Guards.

5. Volunteers and Interns.

C. The crossing guard manual contains specific personnel policies for crossing guards. It is an extension of these rules. Violations of those written policies are also considered violations of these rules as well.

1.40 ADOPTION AND AMENDMENT OF RULES

Pursuant to the Personnel Ordinance, the City Council may adopt Personnel Rules to provide for the implementation of a personnel system for City employees. Recognized employee organization-proposed amendments to these Rules shall be submitted to that organization for review and recommendation prior to submittal to the City Council. Advance notice and an opportunity to meet and confer shall be given to recognized employee organizations concerning any amendments which affect matters subject to meet and confer such as, wages, hours, and other terms and conditions of employment. Upon request, the Human Resources Director shall provide the opportunity for review and comment and consult with any recognized employee organization so requesting prior to consideration by the City Council.

As provided in Section 3500 et seq. of the California Government Code, in cases of emergency, when the City Council determines that amendment(s) to these Rules must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendment(s). Amendments shall become effective upon adoption by the City Council or at such other time as the adopting resolution may provide.

With the written approval of the City Manager, Department Heads may promulgate rules not in conflict with these Rules for the effective and efficient operation of their departments.

1.45 VALIDITY OF RULES (SEVERABILITY)

If any section, subsection, sentence, clause, phrase or portion of these rules is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these rules. The City Council of Moreno Valley hereby declare that it would have adopted these rules and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

1.50 VIOLATION OF RULES

Violation of these Rules may be grounds for disciplinary action, subject to the applicable appeals procedure provided herein.

1.55 CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS AND OTHER GRATUITIES

City employees should serve the needs and respond to the wishes of all citizens equally without regard to their personal gain. City employees should perform their duties in an

impartial manner, free from bias caused by their own financial interests or the financial interests of other persons. Therefore, it is the policy of the City of Moreno Valley that all City employees shall avoid situations which might be interpreted as involving or creating a conflict of interest between the employee's duties and responsibilities as a public employee, and the employee's personal and private interest.

Employees should not take part in the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee should disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such matter.

The acceptance of gifts, favors, or any form of compensation or gratuity may be viewed as influencing or compromising or attempting to influence or compromise the judgment of an employee. To prevent such a conflict, employees shall discourage any offer of a gift, favor or any form of compensation or gratuity. Gifts that can and will be shared with office staff, such as boxes of candy, flowers, and food, may be viewed as exceptions. Being hosted by a City contractor or potential City contractor is not a conflict of interest, provided that all financial disclosure laws and regulations are complied with.

Employees who receive or are offered an unanticipated gift, favor or gratuity, should consult their Department Head to determine an appropriate response to the donor.

City employees shall not solicit or accept donations for City sponsored events unless waived for specific events by express written authorization of the City Manager.

1.60 INCOMPATIBLE EMPLOYEE ACTIVITIES

During an employee's work day, the employee is expected to devote his or her full time, attention and efforts to the performance of his or her assigned duties as a City employee. At no time shall any outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity, or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to perform the duties, functions, or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which may directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. Employees who undertake outside employment shall notify their immediate supervisors in writing of the nature, duties, and hours of that employment before undertaking such employment, including military service in the Reserves or Guard.

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly permitted by the City Manager, Federal or State law, Memorandum of Understanding, or City Council directive.

1.65 POLITICAL ACTIVITIES

No restrictions shall be placed on the political activities of any employee of the City of Moreno Valley other than the following.

A. No person who holds, or who is seeking election or appointment to, any office or employment with the City shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon consideration or condition that the vote or political influence or action of such a person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration (Government Code 3204).

B. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. Employees, however, are not prohibited from requesting political funds or contributions to a significant segment of the public which may include officers or employees of the City (Government Code 3205).

C. No one who holds, or who is seeking election or appointment to, any office shall, directly or indirectly, offer or arrange for any increase in compensation or salary for an employee of a state or local agency in exchange for, or a promise of, a contribution or loan to any committee controlled, directly or indirectly, by the person who holds, or is seeking election or appointment to office. (Government Code 3205.5)

D. No employee shall participate in any political activities while in uniform (Government Code 3206)

E. No employee shall engage in political activity during working hours or on City premises (Government Code 3207).

F. No employee shall engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of any ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of the employees of the City; nor shall entry be permitted on City premises during working hours for such purposes (Government Code 3209).

1.70 SAFETY AND HEALTH

Each employee shall comply with all applicable safety laws, rules, and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to proper authority all unsafe conditions or practices.

A. Management may request a fitness-for-duty examination and repeat examinations as necessary to safeguard the employee and co-workers when there is a concern about an employee's ability to perform his or her job, based on the observations of a supervisor, manager, or physician. Specific reasons for the fitness-for-duty request must be stated.

1.75 DRUG AND ALCOHOL FREE WORKPLACE

Because drug and alcohol use can detrimentally affect job performance and employee safety, the City is committed to achieving and maintaining a drug and alcohol free workplace. While the City has no intention of intruding into the private lives of its employees, it will be firm in identifying and disciplining those employees whose impaired mental or physical condition, as a result of drug or alcohol use, may endanger the health or safety of fellow employees and the public at large, or interfere with the operations of the City.

This policy applies to all City employees (including part-time, temporary and hourly employees) and to all applicants for positions with the City.

While on paid duty time, the employee shall not be under the influence of any substances, drugs, medications, legal or illegal which could impair an employee's ability to effectively and safely perform the functions of the job. The use of prescription drugs which would not alter an employee's work performance is acceptable if prescribed by a qualified physician.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The unlawful manufacture, distribution, dispensing, possession, or use of any illegal drug or "controlled substance" is prohibited on the job, in the City's workplace, or while subject to duty (i.e., stand-by).

For the purposes of this Section, the following shall be defined as:

A. "Controlled Substance" denotes any substance which could potentially impair the employee's ability to effectively and safely perform the functions of his or her duties, including, but not limited to: alcohol, coca leaves, cocaine, marijuana, opium and opiates, amphetamines, methamphetamines, lysergic acid (L.S.D.), etc. As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.

B. "Conviction" is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

C. "Criminal Drug Statute" is a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any illegal drug or controlled substance.

Please refer to the City of Moreno Valley's <u>Personnel Rules & Regulations</u>, Appendix A-D, for a detailed description of the City's Drug and Alcohol Free Workplace Policy.

1.80 EQUAL EMPLOYMENT POLICY

It is the policy of the City of Moreno Valley to offer equal opportunity in all matters of employment. Employment with the City is based solely upon the qualifications of the individual applicant, regardless of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability, unless sex, mental, or physical ability is a bona fide occupational qualification.

All employees are to be treated with respect and dignity. The City of Moreno Valley prohibits any harassment of employees in the workplace. Activities and occurrences which may constitute harassment, whether written or oral, include, but are not limited to disparaging comments on the basis of one's religion, age, sex, martial status, race, color, national origin, ancestry, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or mental or physical disability. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.

The City shall not unlawfully discriminate against a qualified individual with a disability in job applications, hiring, advancement, compensation, training, discharge, and other terms, conditions, or privileges of employment. A disabled person is one who has mental or physical impairment that limits at least one major life activity, who has a record of impairment, or who is regarded as having impairment. A qualified individual with a disability is a person, who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Violation of this policy will result in appropriate disciplinary action pursuant to Section 8 of these Rules.

1.85 DISCRIMINATION AND ANTI-HARASSMENT POLICY

The City of Moreno Valley is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting any form of harassment, including sexual harassment, of all employees. Furthermore, the City prohibits harassment in any form, including verbal, physical, visual, or sexual harassment or retaliation against an employee for filing a harassment and/or discrimination complaint.

Harassment of an employee by a co-worker, supervisor, management employee, or other agent of the City, or a customer, on the basis of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability will not be tolerated. **Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.**

Harassment includes, but is not limited to:

A. Verbal Harassment- For example, epithets, derogatory comments or slurs on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity, age, or denial of family and medical care leave and denial of pregnancy disability leave.

B. Physical Harassment- For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.

C. Visual Forms of Harassment- For example, derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.

D. Sexual Harassment- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employee benefit, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or an offensive work environment.

The City shall ensure that each employee has a copy of the City's anti-harassment policy which will include information on its internal complaint procedure.

Any employee who believes he or she has been harassed by a co-worker, a supervisor, a management employee, any other agent of the City, or customer should promptly report the facts of the incident or incidents and names of persons involved to his or her supervisor and/or the division manager/department head, and/or the Human Resources Director. If the offending party is a department head or higher, the complaint should be addressed to the offending party's supervisor. Any supervisor, division manager, or department head is obligated to immediately report any complaints and/or incidents of harassment to the Human Resources Director. Failure to make such a report when required by this Section may provide grounds for disciplinary action.

Upon receiving notification of a harassment complaint, the Human Resources Director shall:

A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:

1. the complainant;

2. the accused harasser; and

3. any other persons the Human Resources Director has reason to believe have relevant knowledge concerning the complaint. This may include victims of similar conduct.

B. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual, or sexual conduct, and the context in which the alleged incidents occurred.

C. Report the results of the investigation, and the determination as to whether harassment occurred, to appropriate persons, including the complainant, the alleged harasser, the supervisor, the department head, and the City Manager. If discipline is imposed, the discipline will not be communicated to the complainant.

D. If the harassment occurred, take and/or recommend to the appointing authority prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense.

E. Take reasonable steps to protect the complainant from further harassment.

F. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

G. If appropriate, take action to remedy the victim's loss, if any, which resulted from the harassment.

If the employee is not satisfied with the action taken, the employee shall have the right to file a formal grievance in accordance with Section 12.55. If the allegation of harassment implicates any person rendering a decision at any Step in the Grievance Procedure, the employee may omit that particular Step and proceed to the next Step in the Grievance Procedure.

Dissemination of Policy

All employees, shall receive a copy of this Discrimination and Anti-Harassment Policy when they are hired and regularly thereafter. All supervisors hired after January 1, 2005, shall receive harassment training within six (6) months of hire. All supervisors shall receive interactive anti-harassment training at least every two years.

1.90 WORKPLACE VIOLENCE POLICY

This organization does not tolerate workplace violence. We define workplace violence as actions or words that endanger or harm another employee or result in other employees having a reasonable belief that they are in danger. Such actions include:

- Verbal or physical threats, or intimidation;
- Assaults or other violence; and
- Any other behavior that causes others to feel unsafe (e.g., bullying, sexual harassment).

City policy requires an immediate response to all reports of violence. All threatening incidents will be investigated and documented. Counseling may be provided.

The following disciplinary actions may also be taken:

- Oral reprimand;
- Written reprimand;
- Suspension; or
- Termination.

Employees are expected to behave in a professional manner. It is the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace.

1.95 SMOKING POLICY

In compliance with all CALOSHA regulations, smoking is prohibited in all City facilities and in all City vehicles and rolling stock. Consistent with CAL OSHA regulations no one may smoke less than 20 feet from doorways.

SECTION 2: CLASSIFICATION AND SALARY PLAN

2.05 PREPARATION, ADOPTION, AND AMENDMENT OF CLASSIFICATION PLAN

The City Manager shall determine the duties and responsibilities of all City positions for inclusion in the Classification Plan. The Classification Plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work, are included within the same classification, and the same schedules of compensation shall apply to all positions in the same classification. Classification specifications are explanatory, but not restrictive. The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills. The Classification Plan may be amended or revised, as required, in the same manner as originally established and described herein and is subject to adoption by the City Council.

2.10 ALLOCATED POSITIONS

The City Manager shall approve the appointment of employees to positions in the Classification Plan.

Only allocated positions which have been approved by City Council may be filled, provided that the following positions can be approved by the City Manager without prior City Council approval: 1) temporary; and 2) emergency.

2.15 NEW POSITIONS

When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a classification, unless otherwise provided by these Rules. The City Manager shall amend the Classification Plan to establish and assign an appropriate classification for the new positions approved by the City Council.

2.20 CLASSIFICATION MANUAL

This manual shall contain a job description, as well as knowledge, skills, abilities, education, experience, sample duties, and other minimum qualifications for all classifications listed in the Classification Plan. This manual is developed by staff and approved by the City Manager.

2.25 PREPARATION OF SALARY SCHEDULE

The City Manager shall prepare a salary schedule that establishes the salary ranges and steps for all City classifications. The Salary Schedule shall be amended or revised, as required.

2.30 APPROPRIATE SALARY LEVEL

Employees occupying a City position shall be paid a salary range and step established for that position's classification under the adopted Classification and Salary Schedule.

2.35 BENEFIT PLAN:

The City Council shall, at its discretion, adopt a Benefit Plan that establishes the benefits for all City employees. This Benefit Plan is described in the Employee Benefits Section of the City's Compensation and Leave Policies.

SECTION 3: TYPES OF APPOINTMENTS

3.05 TYPES OF APPOINTMENTS

Except for temporary vacancies, all vacancies shall be filled by transfer, promotion, demotion, or from candidates on an appropriate eligibility list, if one is available. In the absence of eligible candidates in one of the above categories, temporary appointments may be made in accordance with these Rules.

3.10 EMERGENCY APPOINTMENTS

To meet immediate requirements of an emergency condition which threatens life or property, the City Manager may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. If not determined otherwise by an applicable provision or by an Emergency Operations Plan approved by the City Council, the method of hiring for emergency appointments shall be subject to the discretion of the City Manager. All such appointments shall be reported to the City Council as soon as possible, and shall be compensated at an appropriate hourly rate as approved by the Human Resources Director.

3.20 ACTING PAY

When an employee is assigned to perform the significant duties and responsibilities of a higher level position on a full-time basis for more than thirty (30) calendar days, a temporary salary adjustment shall be made to reflect the increase in responsibility until the employee ceases to perform such out-of-class work. All acting assignments must be pre-approved by appropriate management staff, the HR Director and the City Manager in advance unless there is an emergency situation.

An employee who is approved to be working at a higher level in an acting capacity shall be compensated at the rate in the new salary range, which comes nearest to, but not less than, five percent (5%) higher than the rate he or she held in the previous salary range. The higher salary rate payable shall be retroactive to the first day of the acting assignment as approved by City management.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, and must be capable of handling major duties of the higher level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position, or only performing the less demanding responsibilities until the position is filled, does not constitute working out-of-class.

If the higher classification is in a different bargaining unit than the employee's regular classification, the employee would only receive the salary change, not a change in benefits or unit.

At the end of such assignment, the employee performing the temporary assignment shall be returned to his/her original position and salary rate with any merit or salary adjustments, as appropriate. At any time during the out-of-class assignment, an employee may be removed from that appointment without right of appeal or hearing.

Nothing herein shall be construed as limiting management's authority to assign City employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position. Should this assignment continue for 12 months or more, without a merit increase, the employee shall be entitled to a merit increase on the anniversary of the 12th consecutive month (based on performance), which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary schedule for the new position, if there is room within the range, upon approval of the City Manager. The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying out-of-class compensation.

3.25 TRANSFER

An employee may transfer from his or her present position to a vacant position, in the same classification, or a comparable classification, within the same department or to another department. For purposes of this Section, a comparable classification is defined as one with the same salary range which involves the performance of similar duties that require substantially the same general qualifications. A transferred employee shall retain his or her rate of pay and his or her anniversary date for purposes of merit pay increases. No employee shall be transferred to a position for which he or she does not possess the minimum qualifications. A transfer shall not be used to effect a promotion, demotion, advancement or reduction in pay. An employee who voluntarily transfers to a lower position may be Y-rated. The employee who desires to transfer can obtain the appropriate form from the Human Resource Director. The Human Resource Department is under no obligation to notify employees of each potential transfer opportunity. Once the transfer request is received by the Human Resources Department, the Human Resource Director shall inform the Department Head of the request. The employee may be required to compete in an open selection process.

Unless otherwise provided for in these Rules, an employee must be employed with the City for at least six (6) months, or until the employee has completed his or her probationary period, before applying for a transfer. An employee may be requested to defer his or her transfer until his or her current position has been filled, but typically, two-weeks notice will be given to the employee's current department.

A request for transfer to a vacant position may be initiated by an employee or the employee's Department Head. The City Manager may order a transfer for the purposes of economy, efficiency, or for reasons related to the best interest of the City. Such a determination by the City Manager shall not require the consent of the employee, either Department Head, or the Human Resources Director.

3.30 PROMOTION

When it has been determined that a vacant position will be filled by promotional appointment, the Human Resources Director shall authorize a competitive promotional examination in order to fill the position, as stated in these Rules.

When an employee is appointed to a promotional position, that employee shall be paid at a level within the higher salary range which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary range for the new position. In accordance with the provisions in Section 5.15, any employee who is promoted within City service shall be required to successfully complete a probationary period in the new position. *(Refer to Section 4.75)*

3.35 DEMOTION

An employee may be demoted because his or her ability to perform the required duties of his or her position falls below standard, for disciplinary purposes, or for any other reasons as outlined in these Rules. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. The position which has been made vacant by demotion shall then become subject to the provisions of these Rules which govern appointments.

An employee shall not be required to serve a probationary period in the position to which he or she is demoted unless he or she has not completed the probationary period in the higher position. In such cases, the employee shall be required to complete his or her unfinished probationary period in the lower position. The employee shall retain the anniversary date he or she had in the higher position.

A. Involuntary Demotion: An involuntarily demoted employee, who is placed in a position at a lower salary than the position he or she formerly occupied, shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. A demotion which is effected for disciplinary reasons, pursuant to Section 9.35, shall be subject to the disciplinary appeals process.

B. Voluntary Demotion: A voluntary demotion to a lower position and lower salary may be requested by an employee for any reason. Such a voluntary demotion shall require the approval of the Human Resources Director, the employee's present Department Head, and the Department Head under whom the employee will serve, if applicable.

   The voluntarily demoted employee shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. In lieu of a reduction in salary, the City Manager may approve a Y-rated salary for a voluntarily demoted employee.

3.40 RECLASSIFICATION

Existing positions, where the duties have changed materially so as to necessitate reclassification, shall be reclassified by the City Manager to a more appropriate classification, whether new or existing, with the exception of reclassification from training

or internship positions. Except for training or internship positions that are reclassified, the selection of a candidate to fill a reclassified position must be made competitively, unless the incumbent from the reclassified position has been performing the duties for more than one year or unless specifically waived by the City Manager. Such determination must be approved by the City Manager. Regardless of the circumstances, the City Manager may require a competitive examination, and no incumbent shall have a right to be appointed to a reclassified position. No person shall be appointed or employed to fill a reclassified position unless the said reclassified position has been incorporated in the Classification Roster as provided by these Rules. A simple title change is not a reclassification and requires only City Manager approval.

The employee or Department Head may submit a request for a job audit to the Human Resources Director who shall determine if the reclassification is justified and provide a recommendation to the City Manager for approval. The City Manager has the authority to reclassify any employee whose reclassification is justified so long as the position is listed in the existing Classification Roster. If the position is not listed, the City Council must approve the reclassification. Since there is no money budgeted for that specific reclassification increase (normally 5%), the department shall fund for the City Manager-approved reclassification from its general personnel account for the balance of the current fiscal year. The department shall place and fund the reclassified position in the following year's personnel budget. Reclassifications are normally done with the adoption of the fiscal year budget, but may be done at other times.

Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions, promotions, or unit modifications. The Human Resources Director may conduct objective, non-competitive examinations to establish qualifications for the position.

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Classification with Same Salary Range: If the position is reclassified to a classification with the same salary range as the previous classification, and if the incumbent is appointed to the reclassified position, the salary rate and the anniversary date of the employee shall not change. The provision shall also apply to the change of classification title, provided there is no change in the basic duties of the classification.

B. Classification with Higher Salary Range: If the position is reclassified to a classification with a higher salary range than the previous classification, and if the incumbent is appointed to the reclassified position, he or she shall be compensated a pay level within the new salary range which is the lesser of five (5) percent higher than his or her previous salary level or the top of the salary range for the new position. The incumbent's anniversary date shall not change.

C. Classification with Lower Salary Range: If the position is reclassified to a classification with a lower salary range than the previous classification, and if the incumbent is appointed to the reclassified position, the City Manager may approve a Y-rate salary for the employee if the employee's old salary is above the top of the salary range for the new position. Otherwise, the employee's new salary shall be placed at a pay level which yields a salary closest to, but not less

than, the current salary. The incumbent's anniversary date shall not change. Normally, benefits will not be Y-rated, unless specifically approved by the City Manager.

The effective date of reclassification shall coincide with the first working day of a pay period after the reclassification is approved by the City Manager. Any completely new classification, one not listed in the Classification Roster, must be adopted by the City Council before it is approved.

3.45 LAYOFFS/REDUCTION-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Heads, in consultation with the Human Resources Director, and as approved by the City Manager, will effect the layoffs.

Reduction in Force

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification as ones proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position, which yields a salary closest to current salary.

Order of Layoff

The order of layoff of career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.

B. Documented disciplinary actions during the preceding twelve (12) months.

C. Seniority (length of service in a career position):

1. in the city
2. in the classification
3. in the department

For employees who are equal in performance and seniority, as established in A-C above, preference will be given to those with proof of honorable military discharge.

Seniority:

Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.

Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding two (2) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.

Other Policies:

The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full-time position.

Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification said employee was involuntarily transferred from for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.

An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.

Recall List:

The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List except that the names of those employees laid off under Sections A & B under "order of lay off" above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered, to individuals named on the Recall List who at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.

Individual names may be removed from the Recall List for any of the following reasons:

A. The expiration of two (2) years from the date of placement on the list.

B. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.

C. Failure to respond within 14 calendar days of mailing a certified letter regarding availability for employment.

D. Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.

E. Request in writing to be removed from the list.

Status on Re-employment:

A career employee who has been laid off or terminates in lieu of reassignment and is re-employed in a career position within two (2) years from the date of his layoff or termination shall be entitled to:

A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.

B. Restoration of seniority accrued prior to and accrued during layoff.

C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.

D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.

In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.

No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.

Continuation of Benefits:

Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

SECTION 4: RECRUITMENT AND SELECTION

4.05 EQUAL EMPLOYMENT GOALS AND POLICIES

In adopting these Rules, it is the goal of the City to employ the most qualified individuals and to achieve excellence in serving the needs of the community. Employment and promotions in the City shall be based upon merit and qualifications and shall be free from political influence and discrimination based upon religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical condition, mental/physical disability, sexual orientation, including gender identity, or political affiliation, unless sex or physical ability is a bona fide occupational qualification.

Although not expressed in the classification specifications or job announcements, all persons applying for or holding any position in the City shall be required to meet the following general qualifications to a reasonable degree: integrity, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work cooperatively with others, willingness and ability to assume and fulfill the responsibilities of the employment, good health, and physical and mental abilities compatible with the work assignment. Where the position requires the driving of a motor vehicle, the applicant or employee must have a valid California Driver's license and is expected to drive the motor vehicle safely. The foregoing general qualifications shall be deemed to be part of the minimum qualifications of each classification specification or job announcement and need not be specifically set forth therein.

No residency requirements shall be enforced by the City of Moreno Valley. Extensive efforts shall be undertaken to make local residents aware of personnel openings, encouraging them to apply for any positions for which they qualify, and providing them with full due consideration. It is the City's intention to create an environment wherein employees will want to live and work in this community.

4.10 PERSONNEL REQUESTS

To initiate the filling of an authorized vacant position, the responsible Department Head shall submit to the Human Resources Director a completed Personnel Request Form containing at least the following information:

A. The classification (job) title;

B. The justification for filling the position, including its budgeted cost code; and

C. The duties, responsibilities and qualifications of the position in accordance with the Classification Plan.

Each request shall be reviewed and approved by the Human Resources Director and the City Manager or designee.

4.15 JOB ANNOUNCEMENTS

Job announcements providing information about the position, its title and pay, its major responsibilities and duties, minimum and other qualifications, where and when to apply, and the last day on which applications will be accepted shall be prepared and distributed

by the Human Resources Department. All positions to be filled will be publicized by posting announcements on the City's official bulletin boards and in such other places deemed advisable by the Human Resources Director. Employees may suggest additional locations.

Notice of open competitive examinations shall generally be posted a minimum of ten (10) working days before the filing deadline for applications unless it is in the best interests of the City to do a shorter recruitment, as approved by the City Manager. Notice of promotional openings shall be posted a minimum of five (5) working days before the filing deadline for applications.

4.20 PERSONNEL APPLICATIONS

Applications for employment, transfer, or promotion with the City shall be made on forms provided by the Human Resources Department. All information required by the application shall be provided and the applicant shall certify as to the truth thereof. Any material false statement or omission on the application shall, absent mitigation, disqualify the application and may be cause for termination or other disciplinary action if the applicant is or subsequently becomes an employee of the City regardless of when the error is discovered. Resumes and other supplementary information may be submitted and attached to the application for consideration, but may not be used as a substitute for the application.

In order to be considered, an application must be received by 4:00 p.m. on the final day of the advertised recruitment period. A late application shall be accepted from a qualified current City employee only under the following circumstances:

A. The employee must submit a written letter to the Human Resources Director accompanied with a completed application for the position at least two working days prior to the first interview or testing phase; and

B. The employee must provide documentation establishing that he or she was absent from work on an authorized leave continuously from the date the position was first posted to the date the application period closed.

4.25 RECRUITMENT

It shall be the City's policy to recruit and hire the best-qualified persons available regardless of religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical/physical condition, sexual orientation, including gender identity, mental/physical disability, or political affiliation, unless sex or physical ability is a bona fide occupational qualification. While recognizing the need for introduction of persons from outside City employment at all levels, the policy of the City is to transfer or promote persons already employed by the City when their qualifications, training, work performance, and work experience are determined to be comparable to applicants from other sources. The Human Resources Director shall recommend to the City Manager whether the recruitment shall be open or promotional, on the basis of assuring an adequate number of candidates with appropriate skills to constitute a competitive merit process.

Except as specifically provided otherwise in these Rules, selection for a position in City employment shall be by one of the following types of examinations.

A. Open Competitive: Examinations which are open to all persons who possess the indicated minimum qualifications as set forth in the job announcement. Applicants for open competitive examinations may, but are not required to, be employees of the City.

B. In-House Competitive: Examinations which are open only to City employees who possess the indicated minimum qualifications as set forth in the job announcement.

C. Temporary Position: Employees may be hired on a temporary basis through either a temporary agency or by the City itself. The City Manager approves these positions. These persons may be hired without competitive examination.

Any variations to these procedures shall be reviewed by the Human Resources Director and approved in writing by the City Manager. The City Manager may select a candidate for Department Head solely based on a review of the applicant's application and/or resume from among those screened by the Human Resources Director as finalists.

4.30 EVALUATION OF APPLICATIONS

Each application shall be reviewed to determine if the applicant satisfies minimum educational experience, type and years of job related experience, certificates or licenses and any other requirements.

Selection techniques shall be impartial and relate to those areas which will adequately and fairly indicate the relative capacity of the applicants to perform the duties and responsibilities of the position to which they seek appointment.

The selection procedure may consist of personal interviews, performance tests, evaluation of work performed, work samples, assessment centers, physical agility tests, other written tests, review and investigation of personal background and references, medical examination, psychiatric examination, or any combination thereof. The Human Resources Director may at his or her discretion include as a part of the examination process, tests which determine whether applicants meet minimum qualifications.

In all examinations the minimum grade or standing for which eligibility may be earned may be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

4.35 CANDIDATES' EXAMINATION INSPECTION

If a selection procedure consists of a written examination, the applicant shall be given written notice of his or her tests results. By appointment with the Human Resources Department, an applicant shall have the right to review his or her own written test within ten (10) working days after the examination results are mailed out. However, no

applicant shall be allowed to examine the test key as part of his or her examination inspection.

Any error in rating or grading shall be corrected if it is called to the attention of the Human Resources Director at the time the applicant reviews his or her examination. Any applicant whose corrected score meets or exceeds the examination's established passing score will be placed on the applicable eligibility list for the position, if one exists. Any correction shall not invalidate an appointment or offer of employment that has been made previously.

4.40 VETERANS POINTS

The final score of a veteran who requests employment preference and submits proof of active duty (such as a DD214) shall receive five (5) additional percentage points, provided that he or she has already met minimum qualifications pursuant to Section 4.30, and attained a passing grade in the examination, if applicable. To be eligible for veterans' preference, the candidate must have received an honorable discharge from the Armed Forces of the United States and served on active duty during a period of war or tension as determined by the Veterans Administration. A disabled veteran, who is currently rated by the United States Veterans Administration as ten (10) percent or more disabled as a result of a service-connected disability incurred on active duty in federalized service during a period of war or tension as determined by the Veterans Administration, who requests employment preference and submits proof of such disability shall receive five (5) additional percentage points, for a total of ten (10) additional percentage points. Such percentage points may be awarded to widows or widowers of veterans upon request for such preference and submission of proof of eligibility.

The provisions hereof, relating to veterans' preference, shall not apply to any promotional examination.

4.45 NEPOTISM POLICY

An applicant for a position who has a relative employed by the City may not be denied the right to file an application for employment and compete in the examination process. Following examination, if the applicant is successfully certified as eligible, he or she may be employed in a department, division, or office in which a member of his or her immediate family is employed. Such employment shall be denied if the Human Resources Director determines that such employment would potentially create a conflict of interest or have a potentially adverse impact on supervision, safety, security, or morale, or if the employee would be in a position where he or she would directly supervisor, or be supervised by, a member of his or her immediate family.

For the purposes of this policy, a "relative" or "immediate family member" shall be defined to include the following: mother, father, sister, brother, spouse, domestic partner, children of domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, niece, and nephew. Step-parents may be included if they are members of the immediate family, depending on the current situation.

When the eligible candidate is refused appointment by virtue of this section, the name of the candidate shall remain on the eligibility list for openings in the same classification, as otherwise provided in these Rules, where no member of the employee's immediate family is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly or indirectly in the recruitment or selection process for a position for which the employee's relative has filed an employment application.

Where two relatives are working in the same department, division, or office at the time these Rules are adopted, or if an event occurs in which a familial relationship is established between two employees who work in the same division or office (i.e. if a marriage results in a spousal or in-law relationship), the relationship shall not be deemed a "prohibited relationship" unless the employees' mutual employment creates a potential conflict of interest or has a potentially adverse impact on supervision, safety, security, or morale, and so long as neither employee is in a supervisory capacity over a member of his or her immediate family.

If, as stated above, a familial relationship exists or is established, the employees may continue in their positions so long as the conditions of a prohibited relationship are not met. If, in the determination of the Department Head, such a prohibited relationship does or would exist, the Department Head shall submit the reasons for his or her determination to the Human Resources Director for review. The Human Resources Director shall have one week to investigate the Department Head's findings and determine if a "prohibited relationship" does exist.

If the Human Resources Director's review confirms that a prohibited relationship exists, he or she shall submit his or her results to the Department Head. At this time, the Department Head shall promptly inform the employees of the City's intention to transfer one of the employees to a vacant position of comparable pay and duties in another City division or office, provided that such a vacant position exists, the transferee is qualified therefore, and no offer of employment to fill the vacant position has been made to another eligible candidate. If a position of comparable pay and duties is not open, but one in a lower classification is vacant, either of the employees may elect to voluntarily demote to the lower position, provided that the vacant position is in another department, division, or office, the employee is qualified to fill the position, and the position has not been offered to another candidate. Any voluntary demotion which occurs as a result of this section shall be in accordance with the provisions set forth in Section 3.35. In the event that a transfer or voluntary demotion is not feasible within the time limit set herein, the affected employees shall decide which of them will resign from City employment.

If a transfer or voluntary demotion is not feasible and neither employee has submitted a letter of resignation three weeks after the determination that a prohibited relationship exists, the Human Resources Director and Department Head shall determine which of the employees shall be terminated in good standing. Regardless of which procedure is utilized, the transfer, voluntary demotion, resignation, or termination in good standing shall become effective one month after the Human Resources Director has concurred with the Department Head's determination that a prohibited relationship has been established. This one-month time limit may be extended up to an additional two months with written approval from the City Manager, provided that personal or organizational considerations mandate such an extension.

Except as hereinafter provided, an employee who has been terminated in good standing because of the operation of this Section, may be reinstated to the position which such employee held at the time of termination, or to a position of equal seniority, status, and pay. In order for the employee to be eligible for reinstatement, he or she must be reinstated to a position in a department, division, or office where a prohibited relationship would not be established (or re-established), the position must be open, and the employee must still meet the qualifications for the position. This right of reinstatement shall be effective only through the ninety (90) days immediately following the effective date of the employee's termination in good standing, and shall take precedence over a right of reinstatement which has been derived from a voluntary resignation in good standing. Commencing on the ninety-first (91st) day after the effective date of the termination, the terminated employee shall have a co-equal right of reinstatement with employees who have voluntarily resigned in good standing, up to an additional nine (9) months.

With the exception of the Human Resources Director's review, as provided in this section, any decision to transfer, voluntarily demote, resign, or terminate an employee in good standing (pursuant to this Section), is not subject to any appeal or grievance procedure.

4.50 DRIVING SAFETY CHECK

A verifiable and acceptable driving record and proof of liability insurance shall be required of each final candidate for employment whose position requires the employee to drive a City vehicle or if the employee receives a vehicle allowance or mileage reimbursement. Verification of acceptable driving records of all employees may be conducted periodically. Driving a City vehicle without possessing a valid driver's license is not permitted and may result in disciplinary action up to and including termination. An employee shall notify his/her supervisor immediately if his/her license~~s~~ expires, is suspended, or revoked.

4.55 ELIGIBILITY LISTS

Lists of applicants to be considered for job openings in a particular classification may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination for an advertised City position and have qualified for said classification. Each such list shall bear an expiration date. The hiring department may appoint any candidate on the eligibility list, provided all candidates with higher rankings have been interviewed. The best qualified candidate, as determined by the hiring manager, on the eligibility list shall be hired.

Non-Management eligibility lists shall remain in effect for six (6) months or until exhausted, whichever occurs first. Management eligibility lists shall remain in effect for three (3) months. An eligibility list may be terminated at any time when less than three (3) eligible candidates remain. The Human Resources Director shall have the right to extend an eligibility list for one or more periods not to exceed in total one (1) year from the original date of certification.

The Human Resources Director may remove a name from an eligibility list for any of the following reasons:

A. If the eligible person accepts an appointment with the City to a career position of the same or higher classification. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.

B. If the eligible person requests in writing removal from the list.

C. If the eligible person fails to respond within ten (10) calendar days to a notification or letter which has been mailed to the person's last address on file with the City.

D. If the eligible person is unable to accept any offered position.

E. If a person on a promotional eligibility list resigned from City employment.

F. If other circumstances, such as conviction of a crime involving moral turpitude or loss of a required license, make the person ineligible.

G. If the eligible person has not been offered an appointment after interviewing for three (3) separately budgeted positions which are to be filled from the same eligibility list.

Placement on an eligibility list does not guarantee employment with the City of Moreno Valley.

If a vacancy exists in a classification for which there is no appropriate eligibility list, the Human Resources Director may prepare a list from one or more existing related lists by selecting names of eligibles from eligibility lists for classifications which are assigned to the same or higher salary range and which have minimum qualifications similar to those of the classification in which the vacancy exists.

4.60 FINAL DECISIONS ON SELECTION

The Department Head or designee shall recommend a final candidate for appointment to a vacant position to the City Manager. All appointments shall be subject to Human Resources Director's review and City Manager final approval before becoming effective. If the selected candidate accepts the appointment and reports for duty within the agreed upon time, the applicant shall be deemed appointed to the position. If the selected candidate does not report to duty within the agreed upon time, the candidate shall be deemed to have declined the appointment. By mutual agreement of the Department Head, the Human Resources Director, and the candidate, the date of the appointment may be changed. Upon the affected employee's written petition, effort shall be made to accommodate current City employees who are or will be on an approved leave as of the date of appointment and thereby unable to report for duty at the designated time.

4.65 PRE-EMPLOYMENT PHYSICAL

Each person accepting employment with the City shall be required pass a pre-employment physical and pre-employment drug test at a City-designated medical facility at City cost before an appointment to such employment becomes effective. This Section

shall also apply to changes of employment within the City when the new position places substantially more physical demands upon the employee.

4.70 EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with law and with regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City of Moreno Valley requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States.

4.75 PROBATIONARY PERIOD

The first six (6) months, or any duly extended longer period, of all new and promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment.

During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional six (6) months, at the discretion of the City Manager. The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original six (6) month probationary period. Such a decision shall not be appealable or grievable.

An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in these Personnel Rules. Before an employee may promote, they must first successfully complete original probation.

Crossing Guards shall be required to serve a 650-hour probationary period after becoming regular crossing guards. At the end of a successful probationary period, Crossing Guards shall become eligible for a merit pay increase. An Alternate Crossing Guard shall be deemed "at will/part-time" regardless of the number of hours worked.

4.80 CRIMINAL CONDUCT – INELIGIBILITY FOR EMPLOYMENT

Except as otherwise hereinafter provided, no person convicted of a misdemeanor involving moral turpitude or a felony shall be eligible for employment in the service of the City; however, the City Manager may disregard such conviction if he/she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction.

Only the City Manager, Employee Relations Officer, City's Attorneys, Human Resources Director, and other Human Resources staff are authorized to have access to the "State

Summary Criminal History Information" as provided for in Section 11105 of the Penal Code of the State of California.

4.85 FINGERPRINTING

To facilitate the City's ability to perform complete background checks on its employees, new City employees will be fingerprinted and their backgrounds researched to ensure that there is nothing which would hinder their ability to perform their job satisfactorily or create any unnecessary liability for the City.

4.90 RESIGNATION

Employees who desire to terminate their service with the City shall submit a written resignation to the Department Head at least two weeks prior to the effective date of the resignation. Failure to comply with this requirement may be cause for denying future employment with the City.

4.95 REHIRE

Any career employee who voluntarily or involuntarily resigns or separates and is later rehired, may forfeit all previous seniority and benefits and does not need to be rehired at his/her former classification or pay level, except in the case of lay-off. The rehired employee may be considered the same as a new hire. With approval of the City Manager, a former employee who is eligible for rehire may be rehired by appointment rather than competitively, but may still be placed on six months probation upon return. However, if an employee voluntarily separates from the City and is subsequently rehired by the City within one calendar year of his/her employment separation date, the employee's benefits will be the same as when the employee separated and the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.

SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS

5.05 SALARY AT APPOINTMENT

Except as otherwise stated in this Section, all new employees shall be appointed at the 'A' Step of the salary range for the position. When the proposed employee's education, training, experience, and current salary are deemed superior and justify a higher starting salary, the Department Head may offer employment up to the 'C' Step of the salary range without obtaining City Manager approval.

If the Department Head recommends appointing the employee at a pay level above the 'C' Step, City Manager approval must be obtained prior to making an offer of employment. All final appointments are subject to City Manager approval, regardless of the pay level at which the employee is appointed.

When hiring new Department Heads, the City Manager may authorize certain added incentives to aid in the recruitment process. Some added inducements might be the authorization of a moving allowance, additional Annual Leave, educational expenses, etc. Such incentives may be authorized only if in conformance with a written policy, adopted by resolution of the City Council.

5.10 EMPLOYEE PERFORMANCE EVALUATION

The Performance Assessment Review (PAR) is the employee performance evaluation tool. Regular reports on forms prescribed by the Human Resources Director shall be made as to the efficiency, competency, conduct, and merit of all employees appointed by the City Manager. Performance evaluations are required to be given at the following times: three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date. An employee who received a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months. Any decision to extend an employee's probationary period must be made prior to the expiration of the original probationary period. Any evaluation which warrants a merit increase but is not completed by the designated review date shall be retroactively paid back to that review date. In addition to those occasions referenced by this Section, a supervisor may render a performance evaluation when performance issues arise, whether positive or negative; when there is a change in assignment; and/or when there is a change in supervisor or management.

During the performance evaluation meeting, the employee and supervisor shall review and discuss the employee's significant accomplishments, training, problem or improvement areas, and future development and objectives. After reviewing the job descriptions, duties, and any established performance standards for that position, an evaluation shall be made by the supervisor as to whether the employee's performance meets City standards. An explanation must accompany any unacceptable or conditional judgment. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. Based upon the Performance Assessment Review, the supervisor may make appropriate recommendations regarding a possible merit increase, or other action.

The employee shall have the right to attach a written response to the corresponding performance evaluation in his or her personnel file. This response must be made within ten (10) working days of receiving the evaluation.

If a career employee's written objection to his/her evaluation is concurred with by the Department Head, the evaluation may be revised accordingly. If there is no denial of merit increase nor an overall below-City standard rating, the Department Head's decision shall be final and conclusive with regard to the validity of the objection.

If a career employee is not in agreement with a performance evaluation which results in an overall below-City Standard rating (other than one which results in denial of a merit increase or in any other direct monetary detriment to the affected employee), the employee may, within ten (10) working days after receipt of the evaluation, request a review of such evaluation by his or her Department Head. If the employee is not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receipt of the determination of the Department Head, request a further review by the City's Human Resources Director, whose decision shall be final and conclusive.

If a performance evaluation results in a denial of a merit increase or in any other direct monetary detriment to the affected career employee, the employee may, within ten (10) working days after receipt of the evaluation, request a review thereof by his or her Department Head. If not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receiving the determination of the Department Head, request a further review of the evaluation by the City's Human Resources Director, whose decision shall be final and conclusive.

In either of the foregoing situations, if the career employee's Department Head prepared the evaluation in question, the employee may omit review by the Department Head and proceed directly to the next level of review by the Human Resources Director.

Probationary employees may attach written responses to their probationary evaluations and submit them to the Department Head for consideration, however, such employees have no appeal rights.

The employee and supervisor must sign and date the report. If the employee refuses to sign the report, the supervisor shall note this fact and any circumstances surrounding the employee's refusal on the Performance Assessment Review. Copies of the Report shall be distributed to the employee, the Department Head, and the Human Resources Department.

5.15 PROGRESSION ON MERIT PAY

A. Career Full-time and Career Part-time Employees shall earn merit pay increases based on meeting or exceeding satisfactory performance of duties in the overall rating rather than simple longevity, as follows:

1. Normal Progression

From the date of employment until the successful conclusion of the probationary period, no merit pay increase shall be granted. At the end of

a successful probationary period, the employee shall become eligible for a merit pay increase provided that the employee's overall performance has satisfactorily met City Standards. Thereafter, eligibility for merit pay increases shall occur at 12-month intervals provided the employee's performance is satisfactory, until such time as the employee reaches the top of the salary range available for his or her position. Employees must achieve an overall "meets job requirements" to be deemed as having met City Standards. An employee who receives an overall performance rating less than "meets expectations" will not receive a merit increase. An employee who receives a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months.

2. Promotional Progression

From the date of promotion until the successful conclusion of the probationary period, no merit pay increase may be granted. When an employee is promoted to a classification with a greater salary range, his or her salary increases to an appropriate salary step within the salary range of the new position. An employee who is promoted shall be compensated at the pay level within the new salary range which is the lesser of five (5) percent higher than the pay level he or she held in the previous salary range or the top of the salary range for the new position.

All promoted employees who successfully pass their promotional review period are eligible for a step merit pay increase within the salary range of their position, again provided satisfactory performance is achieved. A promoted employee is eligible for another merit pay increase, annually thereafter, from the date of the promotional review until their salary reaches the top of the salary range.

B. Temporary and Seasonal Employees It is the policy of the City of Moreno Valley to grant a merit pay increase to temporary employees after the first 1,000 hours of service, provided the performance is satisfactory. The next increase would occur after completion of 3,000 hours, as long as performance remained satisfactory, and every 2,000 hours thereafter, until such time as the employee reaches the top of their salary range. If a merit increase is warranted, it will be based on an abbreviated evaluation form similar to the one used during probation for a career employee. A temporary or seasonal employee may receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire and may be evaluated more frequently at the discretion of the supervisor. This performance evaluation may also be used as a basis for considering salary in the event the employee is rehired.

C. All Crossing Guard employees who have successfully completed training shall become eligible for a merit pay increase. Regular Crossing Guards shall become eligible for a second merit pay increase upon completion of six hundred and fifty (650) hours of service; and shall then be eligible for merit adjustments once in each succeeding period of thirteen hundred (1,300) hours of continuous service, provided that performance meets City standards.

SECTION 6: ATTENDANCE AND HOURS OF WORK

6.05 WORKWEEK AND OVERTIME

For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the workweek for City employees shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. For any illness or emergency absence from work, the employee must notify the supervisor within the first half hour of normal reporting time when possible.

6.06 OVERTIME COMPENSATION

Overtime compensation shall be provided to City employees as follows:

A. Executive Management, Division Management, and Professional/Administrative/ Management Employees are salaried employees and shall not receive overtime compensation. Employees in these categories shall receive administrative leave hours, as specified in Section 7.25.

B. Non-Exempt and Part-time Employees may receive overtime compensation in the form of paid time or compensatory time-off, at a time-and-one-half rate. The choice of compensation method is the employee's. Employees in these categories may accrue compensatory time to a maximum cap of 120 hours. The City Manager may allow accrual beyond the maximum if circumstances warrant. Overtime will be paid for hours worked in excess of 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA). In addition, career employees will be compensated with overtime for any hours actually worked in excess of 9 hours in a workday for those on a modified schedule or 8 hours in a workday for those on a regular schedule. Part-time Career Employees must use the 9-hour workday for overtime. Career employees will also receive overtime pay for hours worked on a City designated holiday or for a "Call Back" or "Call Out" as described in sections 15.05 and 15.10. All overtime worked must be pre-approved by the employee's manager.

C. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under these Rules. This in no way limits or caps paid overtime.

For Non-Exempt positions, which do not meet one of the FLSA exemption categories, overtime hours worked shall be compensated for time actually worked in excess of 40 hours in a workweek. In addition, and in accordance with the MOU, Career Non-Exempt employees shall be compensated for time actually worked in excess of 9 hours in a workday and/or 40 hours in a workweek for those employees on a modified work schedule or 8 hours in a workday for those on a regular work schedule. A paid holiday shall count as time labored towards the 40-hour workweek for the purposes of overtime compensation. Annual Leave, or compensatory time will not be included as time worked for purposes of calculating overtime.

Overtime for all Non-Exempt employees shall be compensated in one of the following two ways:

A. As paid time at the one-and one-half rate of pay; or

B. As compensatory time as accrued at the one and one-half rate of pay.

Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e. paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. If the supervisor requires that a particular employee perform the overtime, yet they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. Compensatory time accumulated under these Rules and Regulations is vested time and must be utilized or paid in conjunction with termination of employment.

6.08 COMPLIANCE WITH FAIR LABOR STANDARDS ACT

The City is committed to complying with the Fair Labor Standards Act and therefore prohibits improper deductions from FLSA exempt employees' pay. The City will promptly remedy any violations of this policy by reimbursing an affected employee for any amounts which have been improperly deducted from the employee's pay.

Any employee who believes that an improper deduction has been made from his/her pay should submit a complaint to the Human Resources Department as soon as possible. The Human Resources Department shall promptly investigate the complaint and render a written decision as soon as is reasonably possible. If the complaint is determined to be justified, the employee shall promptly be reimbursed in the amount improperly deducted. The City shall thereupon restate its good faith commitment to future compliance with the Fair Labor Standards Act.

6.10 NO GUARANTEE OF HOURS

Nothing contained in these Rules shall be construed to constitute a guarantee of minimum hours of work per day or per work week or of days of work per work week, provided that when reasonably possible at least 14 calendar days advance notice shall be given to each employee whose work hours are to be reduced. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a reduction-in-force.

6.15 STAND-BY AND CALL-BACK POLICY

Policies relating to stand-by and call-back duty shall be established by the City Manager. (*For more information on stand-by and call-back requirements and compensation, see Section 15.)*

6.20 TIME SHEETS

All City employees must complete time sheets showing hours worked and leave taken. Salaried employees are not subject to having their pay reduced for less than 8 hour increments when no other authorized leaves are available to them. The City may make deductions from paid leave accruals for periods of less than 8 hours. Time sheets must

be signed by the individual employee, the employee's supervisor, Division Manager and, where required, Department Head. Time sheets will be reviewed and audited by the Finance Department. Notice of any correction(s) to the time-sheet will be sent to the employee and the Department Head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after the notice of correction has been given to the employee. Unresolved matters may be taken to the Human Resources Director for a final determination.

6.25 CONSTRUCTIVE RESIGNATION

An employee who is absent, without authorized leave, for three (3) or more consecutive work days is deemed to have resigned. If the Department Head, with the concurrence of the Human Resources Director, determines that extenuating circumstances exist, the resignation may be rescinded, in which case, absence may be covered by leave, with or without pay, if so approved by the Department Head.

6.30 LUNCH AND BREAK POLICY

Employees may take one break in the morning (before 11:00 a.m.), and one in the afternoon (after 2:00 p.m.). Break periods shall not exceed fifteen (15) minutes each. One paid break period is allowed for each 4-hour work period. Part-time employees are not entitled to a paid break unless they work longer than four hours.

Lunch periods shall be at least thirty (30) minutes, but no more than sixty (60) minutes per day. Employees are expected to conform their lunch hours in accordance with department schedules. As department schedules may not permit all employees to take lunch between 12:00 noon and 1:00 p.m., the Department Head may authorize staggered lunch periods throughout the late morning and afternoon. Part-time employees must work six or more consecutive hours to receive an unpaid 30-minute lunch break. If the part-time employee is alone, he/she may be authorized to eat at the work-site on paid time.

An employee who takes a break from his/her normal work station to smoke is using part of the 15-minute break. Employees in transit in the conduct of City business while smoking does not constitute a smoke break.

Break and lunch periods may be taken only in the time period for which they are designated and may not be accrued. Extenuating circumstances, as determined by the immediate supervisor, may establish cause for variation from the scheduling of break and lunch periods.

Salaried employees are expected to conform generally to the established standard for all employees. Although flexibility is provided for salaried employees to exercise judgment in maintaining their work schedule, this schedule should not be to the detriment of work production.

SECTION 7: LEAVES

7.05 HOLIDAY PAY AND HOLIDAY LEAVE

Days designated as legal holidays by the City Council are 11 holidays as follows:

New Year's Day (January 1), Dr. Martin Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veteran's Day (November 11th), Thanksgiving (4th Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24th), and Christmas Day (December 25th).

Effective July 10, 2009, career full-time and career part-time employees receive holiday pay for all working hours scheduled to be worked on a holiday. If the holiday occurs on a day the employee is normally scheduled off, e.g. Friday, Saturday, Sunday or a WSR day, then the hours are recorded in the employee's accrued holiday leave bank, and the employee may request to use the banked holiday leave time like paid Annual Leave. However, when a holiday occurs on a Friday, Saturday or Sunday, the City may designate another day during the work week as an observed holiday. Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, i.e. 8 hours when on a 5/40, 9 hours when on a 4/36, 8 hours when on a 9/80, or 10 hours when on a 4/10 work week schedule. Career part-time employees accrue holiday leave time on a prorated basis. Accrued holiday leave time hours remain in the employee's holiday bank until used, without risk of forfeiture.

Temporary employees do not get paid or accrue holiday leave time.

7.10 ANNUAL LEAVE

In lieu of accruing separate banks of floating holiday, vacation, sick hours, and administrative leave time where applicable, employees will accrue annual leave. Effective December 14, 2007, accrued vacation banks for current employees will be converted to annual leave on an hour-for-hour basis.

Annual Leave Usage

Some of the appropriate uses of this leave time include the following:

A. To provide recuperation time for an employee incapacitated due to illness, injury, or other medical disability;

B. To allow for the quarantine of an employee exposed to a contagious disease which results in the enforced quarantine of an employee in accordance with public health regulations;

C. To attend to the urgent health needs of immediate family members;

D. To attend medical or dental office appointments;

E. To enable employees to conduct important personal business during normal working hours;

F. To provide time for periods of rest and relaxation; or

G. In other instances consistent with all existing Rules and Regulations as authorized by the employee's Executive Manager or representative.

When personal emergencies or situations of personal necessity arise, annual leave may be granted over the telephone within 30 minutes of start time unless special and extenuating circumstances prohibit employees from calling in, but the caller must identify the specific reason for the emergency or necessity and follow up with a written request. Employees are encouraged to accrue annual leave balance as a protection against the adverse affects of short- or long-term absences due to a major illness or injury.

Minimum Use: During each calendar year, each full time career employee shall use at least 80 hours of annual leave. Part-time career employees are required to use forty (40) hours of annual leave. Further, employees are urged to retain a reasonable bank of annual leave in case of unexpected illnesses or injuries to either themselves or family members.

All employees shall generally make a request for said leave to the executive manager in sufficient time to plan work schedules. Consequently, executive management is responsible for planning work schedules to allow each employee to take that leave each calendar year and each employee is responsible for using it. Failure to use the minimum required hours of such leave shall result in City Manager review of the circumstances surrounding such failure. Failure to follow the minimum usage may result in disciplinary action if conditions warrant.

Paid annual leave shall continue to accrue in accordance with the provisions during any authorized period of leave with pay. All annual leave shall be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is assigned.

If an employee needs to be absent from work on a given day due to any unexpected reason, he/she must notify the supervisor by telephone within the first half hour of normal reporting time or earlier if possible.

Reporting Annual Leave: The reporting of the use of annual leave should normally be in increments of a quarter of an hour for non-exempt employees and

quarter of an hour increments for exempt employees will be used whether the employee works a full or partial day.

Physician's Certificate: An employee absent on unscheduled annual leave in excess of three (3) consecutive working days due to illness or injury, may be required by his/her executive manager to submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. The executive manager may also require a written statement that such employee is able to resume his/her normal duties. Management must list reasons for requesting the doctor's excuse for annual leave of less than three (3) consecutive working days. An employee may be placed on medical certification in instances when leave has not been pre-approved and the employee has exceeded the minimum use requirement for Annual Leave.

Leave Donation: Up to 24 hours of annual leave may be voluntarily donated from one employee to another out of a humanitarian need when the recipient employee has no leave accrued per approval by the Human Resources Director. No more than 480 total hours of leave may be donated to an individual employee.

Annual Leave Accrual

Annual leave time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year. Each career employee shall have annual leave time accrue for each pay period starting from the first day of probationary appointment. Accrual rates are based on years of service.

Employees shall receive annual leave benefits on a pro-rata basis, calculated by the number of hours paid as a percentage of a forty (40) hour workweek, including any WSR. Employees, as outlined in the City's Benefit Plan, shall receive annual leave accruals as follows:

A. Executive Management Employees shall earn 11.39 hours of annual leave per pay period of service (approximately 296 hours per year). This accrual shall extend to 12.93 hours per pay period (approximately 336 hours per year) at the beginning of the sixth year and extend to 14.47 hours per pay period (approximately 376 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave. Once an employee reaches this cap, annual leave accruals will be suspended.

B. Division Management Employees shall earn 10.47 hours of annual leave per pay period of service (272 hours per year). This accrual shall extend

to 12.01 hours per pay period (approximately 312 hours per year) at the beginning of the sixth year and extend to 12.93 hours per pay period (approximately 336 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave including grandfathered amounts. Once an employee reaches this cap, annual leave accruals will be suspended.

Division Management Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 13.55 hours per pay period (approximately 352 hours per year), and may accrue up to 1,664 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

C. Professional / Administrative shall earn 9.70 hours of annual leave per pay period of service (252 hours per year). This accrual shall extend to 11.24 hours per pay period (approximately 292 hours per year) at the beginning of the sixth year and extend to 12.16 hours per pay period (approximately 316 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave including grandfathered amounts. Once an employee reaches this cap, annual leave accruals will be suspended.

PAM Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 12.77 hours per pay period (approximately 332 hours per year), and may accrue up to 1,664 hours of annual leave.

PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.

D. Non-Exempt Employees shall earn 7.39 hours of annual leave per pay period of service (approximately 192 hours per year). This accrual shall extend to 8.93 hours per pay period (approximately 232 hours per year) at the beginning of the sixth year and extend to 9.85 hours per pay period (approximately 256 hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the annual leave accrual rate as a recruitment tool. Employees in these categories may accrue up to 1,664 hours of annual leave. This 1,664 hour cap includes previously accrued leave. Once an employee reaches this cap, annual leave accruals will be suspended.

Non-Exempt Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 10.47 hours of annual leave per pay period (272 hours per

year), and may accrue up to 1,664 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

E. Seasonal Employees/Crossing Guards with Leave Accruals shall accrue annual leave at a rate determined by their program agreement or contract.

Temporary Employees shall not normally accrue paid annual leave, but may take leave without pay as approved by their supervisors.

7.15 GRANDFATHERED LEAVE BALANCES

Prior Sick Time Accruals: Employees shall retain all existing sick leave hours accrued prior to the enactment of this policy on December 14, 2007. Such accrued sick leave hours shall be referred to as Grandfathered sick leave balance and are considered Frozen Sick Leave hours. Although sick leave will no longer continue to accrue for employees, an employee's frozen sick leave balance will be available for use in the event of a illness or injury, which qualifies for disability. These frozen sick leave hours can be used for baby bonding or family member's illnesses or injuries, if the employee is on approved FMLA leave.

This Grandfathered sick leave balance shall be available for cash out upon separation at a rate of 40% of the accrued balance for full time employees and 20% for part time employees. The remaining balance will be converted to PERS service credit for retiring employees. Separating employees will forfeit the remaining balance.

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. 70% PERS Service Credit with 30% Cash Out
2. 80 % PERS Service Credit with 20% Cash Out
3. 90% PERS Service Credit with 10% Cash Out
4. 100% PERS Service Credit with 0% Cash Out

Grandfather Clause: Sick leave balances as of 9/22/92 for Executive Management and Division Management employees shall be available for cash out upon retirement at a rate of 60% of the accrued balance and 40% towards PERS service credit. When sick leave is taken, the hours last accumulated shall be utilized first. Employees not retiring under the City's CalPERS contract benefits at the time of employment separation shall forfeit 40% of their frozen sick leave. An employee absent for three consecutive working days due to illness of injury may access their frozen sick leave bank if they submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. Further, the employee is to complete the Leave of Absence Request Form and attach it to the physician's certification before submission to their supervisor and executive manager for approval.

Converted Vacation, Holiday, Floating Holiday, and Admin Leaves: Balances converted to annual leave will be cashed out upon separation at the 100% rate in effect prior to the enactment of this policy. When annual leave is taken, the hours last accumulated shall be utilized first.

Effective one time only, at the time of conversion to Annual Leave, total hours in excess of 1384 shall be excluded from the 1664 hour annual leave cap.

The beneficiary on file of an employee who has died while actively employed by the City may receive a 100% cash out of the employee's accrued sick leave.

7.20 ANNUAL LEAVE CASH OUT UPON SEPARATION AND RETIREMENT

Separation from the City

Employees separating from the City are entitled to payment for 100% of their unused accrued annual leave balance.

Retirement from the City

Employees retiring from the City are entitled to payment for 100% of their unused accrued annual leave balance.

No compensation for annual leave will be awarded to current City employees until they terminate or retire.

Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15.

7.30 BEREAVEMENT LEAVE

Employees shall be allowed to utilize four (4) days of bereavement leave in the event of the death of an immediate family member. Immediate family in this instance shall be defined as mother, father, spouse, domestic partner, natural/step-children, children of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild. Step-parents may be included if they are currently members of the immediate family.

Employees will be allowed Annual Leave to be taken and/or advanced, if needed, up to ten (10) days in length in addition to bereavement in the event of a death in the employee's immediate family (parent, spouse, child, domestic partner, step-child, child of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild). Step-parents may be included if they are currently members of the immediate family.

7.35 JURY DUTY AND WITNESS LEAVE

No employee shall be dismissed or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this Section. An employee called to serve as a juror or witness shall notify his or her supervisor at least one (1) week prior to the commencement of such service, unless extenuating circumstances exist.

Any employee of the City called as a juror or witness shall be entitled to be absent from his or her duties with the City shall receive their regular salary limited to one-hundred (100) hours each year for each of the following types of jury service: local and federal. This could be expanded, dependent on an unusual situation, which is subject to the approval of the City Manager. The employee shall obtain a jury calendar or assignment sheet weekly during such service. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or commissioner and shall deliver this sheet to his or her supervisor at the end of each week to verify jury duty or witness service.

If a career employee on an alternative work schedule is summoned for jury duty, the Department Head or designee shall convert the employee's usual work shift to a regular five (5) day, Monday through Friday shift basis. A career employee required to serve on jury duty shall be entitled to his or her regular rate of pay, provided the employee deposits any fees for service, excluding mileage, with the City. A crossing guard, temporary, seasonal, or emergency employee called for jury duty will not be compensated for time lost while on jury duty, but shall be entitled to retain his or her jury fees.

Any employee required to be absent from work on behalf of the City by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at his or her regular rate of pay, provided that any fees, except mileage, are deposited with the City. A non-exempt employee required to be present as a witness in any other matter shall not be entitled to be paid during such absence. An exempt employee will be paid his/her regular rate of pay whenever required to provide testimony under oath in any proceeding related to City matters.

An employee who is released by the court from jury duty on any regularly scheduled work day shall contact his or her supervisor to find out whether he or she is required to return to work. An employee who is scheduled for stand-by duty while serving on jury duty shall be rescheduled for stand-by duty after the conclusion of jury duty, unless the employee agrees to serve both.

7.40 PREGNANCY DISABILITY LEAVE

Pregnancy disability leaves of absence shall be granted to employees medically disabled by pregnancy, childbirth, or related conditions, provided such leave shall not exceed four (4) months. At the commencement of a pregnancy disability leave of absence, employees will use accrued Annual Leave and/or compensatory time off, as well as disability pay, and thus, continuing to receive pay. City pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies except as modified herein. The use of accrued time-off shall not extend the length of the leave. The authorized absence is only for the duration of the disability up to four (4) months.

When an employee is on pregnancy disability leave, the City shall continue payment of benefit premiums for the employee and her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. If an employee files for disability, a doctor's certification is required. When the employee is no longer disabled, she may no longer continue pregnancy disability leave. Annual Leave shall not accrue during a pregnancy disability leave of absence unless the employee is continuing to receive pay by utilizing accrued Annual Leave or compensatory time off. Employees on pregnancy disability leave may also be eligible for benefits under the City's Disability Program. Employees must file a claim in order to receive these benefits. Forms are available from the City's Human Resources Department.

Any employee who takes a pregnancy disability leave of absence shall have her anniversary date extended by the same length of time as the unpaid portion of the maternity leave. For purposes of this section, paid portions of pregnancy disability leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy disability leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

A request for a pregnancy disability leave of absence should be submitted by the employee as soon as feasible after the employee learns of her pregnancy. The employee must provide a written statement from her physician indicating the date the physician believes the leave of absence should begin and the estimated date of birth. The City may require a pregnant employee who wishes to continue working to provide a physician's statement approving the continuance of her current work duties.

Before returning to work following a pregnancy disability leave of absence, the employee shall submit a physician's verification stating the employee's ability to return to work. Unless the leave is otherwise extended, at the end of the four (4) month pregnancy disability leave period the employee shall be required to return to work full time. If approved by the employee's physician, the Department Head and the Human Resources Director, the employee may choose the option of returning to work prior to the conclusion of the four (4) month period on either a full-time or part-time basis and receive pro-rated benefits.

Up to an additional two (2) months of pregnancy disability leave may be granted for medical reasons if the employee's physician provides a written statement indicating the employee's inability to perform her duties or any feasible "limited duties." Such an extension of pregnancy disability leave is subject to the approval of the City Manager whose decision is final and conclusive. Nothing herein shall guarantee an extension beyond the standard four (4) months of leave.

An employee may take both pregnancy disability leave and subsequently State family care and medical leave to be with a newborn. The employee is entitled up to four (4) months of pregnancy disability leave, plus an additional twelve (12) weeks using the State family care and medical leave provisions.

7.45 FAMILY CARE AND MEDICAL LEAVE

Leaves of absence shall be granted to employees who have full-time career service with the City during the previous 12-month period, for the reason of childbirth, adoption, foster care, parental care, serious family illness, or for an immediate family member or the employee's own serious health condition, provided such leave shall not exceed twelve (12) weeks of leave in a twelve (12) month rolling period. When both parents are employed by the City, the two employees are only entitled to receive a combined twelve (12) weeks for the birth, adoption, or foster care of a child.

At the commencement of a family leave of absence, employees may first use all Frozen Sick Leave, and then any other accrued leave available, such as accrued Annual Leave or compensatory time off and, thus, continue to receive pay. Pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies governing leave without pay, except as modified herein. The use of accrued time off shall not extend the length of the leave.

The City requires the following information on a certification of the need for this leave:

A. The date on which the serious health condition commenced.

B. The probable duration of the condition.

C. In the case of caring for a family member, an estimate of the amount of time the employee needs to care for the individual.

D. That the serious health conditions warrant participation of a family member to provide care during the period of treatment.

In the case of an employee's own serious health condition, if the employee is unable to perform the functions of his or her position, the City can seek second and third opinions at its cost.

A serious health condition means an illness, injury, or impairment, or physical or mental condition that involves one of the following: hospitalization; absence of three (3) days plus treatment; pregnancy; chronic conditions regarding treatment; permanent/long term conditions requiring supervision; or multiple treatments (non-chronic conditions).

When an employee is on unpaid family leave, the City shall continue payment of benefit premiums for the employee and his/her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. Annual Leave shall not accrue during a family leave of absence unless the employee is continuing to receive pay.

An employee who takes a family leave of absence shall have his/her anniversary date extended by the same length of time as the unpaid portion of the family leave. For purposes of this section, paid portions of family leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a family leave of absence while on probation, his/her probationary

period shall be extended the same length of time as the family leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance. Family leave shall not constitute a break in service for purposes of longevity or seniority.

The employee should request a family leave of absence by submitting the proper form to his/her supervisor, signed by the Department Head, concurred by the Human Resources Director, and approved by the City Manager. Forms may be obtained in the Human Resources Department. For a more detailed understanding of this policy, the employee should read the complete family leave policy in the City's Administrative Policy Manual.

Employees may take 40 hours of Annual Leave per school year to consult with the school teachers or counselors of children, step-children, or children of domestic partners, or to attend their school activities. This time is to be taken against any leave accruals except sick leave. If no accrual is available, leave without pay may be used. As this is State law, supervisors must approve this leave up to 40 hours annually per child. The employee must provide evidence of this school appointment. Supervisors need not approve more than eight (8) hours in a month.

7.50 LEAVE OF ABSENCE WITHOUT PAY

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay, if such leave has been authorized by the proper authorities.

This section is designed to grant special requests for leaves of absence without pay that are not specifically addressed in either the military leave, FMLA, or pregnancy disability leave sections of these Personnel Rules.

A leave of absence without pay must be approved by the appropriate Executive Manager. Leave without pay in excess of one week shall also require the approval of the Human Resources Director. No leave of absence without pay shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No leave of absence without pay pursuant to this Section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee. The supervisor may require leave without pay in the event an employee is late for work or misses work without valid approval. In this case the supervisor would annotate the employee time sheet with leave without pay for the absent time.

An employee on a leave of absence without pay shall not receive compensation on accrued Annual Leave. After thirty (30) consecutive working days on a leave of absence without pay, contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits, which may not be so continued. Any employee requesting a leave of absence without pay shall utilize all of his or her accrued compensatory time off or Annual Leave prior to the start of the leave without pay.

Any employee who takes a leave of absence without pay for more than 30 work-days in a calendar year shall have his or her anniversary date extended by the same length of time as the leave without pay. If an employee takes a leave of absence without pay while on probation, his or her probation period shall be extended the same length of time as the leave without pay. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved leave of absence without pay, the employee shall be reinstated to the position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the leave of absence without pay shall constitute job abandonment and will result in dismissal.

It is the responsibility of the employee to submit a written request for a leave of absence within two weeks before such leave would begin stating the reason for the request, the date such leave will begin, and the duration of the leave. A "Leave of Absence Request" form and a "Payroll Action Form" must also be completed. Failure of an employee to apply for leave of absence and complete all necessary forms will be considered to be absent without leave, and all City-paid benefits will be terminated. Any unauthorized absence of an employee from duty shall be deemed to be absent without pay and may be cause for disciplinary action. Failure to report for work or call in for three (3) consecutive workdays shall be considered a voluntary resignation.

7.55 MILITARY LEAVE

Military Reserve Leave shall be granted under the provisions of State Law, which, in pertinent part at the present time, defines military reserve leave as: "military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days in a fiscal year, including time involved in going to and returning from the duty, but not for inactive duty (for training) such as scheduled reserve drill periods."

For the purposes of this Section, "active military training" shall be defined as a period of training (i.e. encampment, naval cruises, special exercises, or like activities) that normally occurs once a year over a two-week interval. "Inactive duty for training" and "scheduled reserve drill periods" shall be defined as the weekend periods of training that are scheduled once a month. Such weekend drills do not conflict with normal working hours within the City.

Employees must submit a copy of military orders to their Department Head and the Human Resources Director prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates.

Employees shall receive their full regular pay during the first thirty (30) calendar days of "military leave" in any one fiscal year. After the first thirty (30) days of military leave in a fiscal year, employees will continue to receive the same compensation less any military pay up to one year during the period of active military leave.

Employees on a military leave of absence shall receive the same Annual Leave and the same rights and privileges to promotions, continuance in office, employment, reappointment to office, or reemployment that they would have enjoyed had they not been absent there from. Contributions to retirement, and medical and dental plans that are not otherwise provided by military coverage during active duty, shall be continued until the employee is reinstated, provided that the period of ordered duty does not exceed three (3) years.

Except for probationary employees, an employee's anniversary date shall be extended if his or her military leave of absence is in excess of thirty (30) days per fiscal year. If an employee's military leave of absence exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as his or her leave of absence, minus the first thirty (30) days (i.e. if the employee's military leave of absence is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee is required to perform military reserve duties while on probation, his or her probationary period shall be extended the same length of time as the military leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

The City shall reinstate those employees returning from a military leave of one year or less to the position they occupied prior to taking a military leave of absence or to a position of comparable seniority, status, and pay, if such position exists, upon presentation of a certificate of satisfactory completion of service and if such employees are qualified to return to their former positions. If no such comparable position exists, the employee shall have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken a temporary military leave of absence.

Any employee who, in time of war or national emergency as proclaimed by the President or Congress, is ordered by the military to active duty, shall have a right, if released, separated, or discharged under conditions other than dishonorable, to return to his/her former classification within one year after termination of his/her active service with the armed forces, but not later than six (6) months after the end of the war or national emergency. (See Government Codes 395.1, 146, and 395.05.)

7.60 ON-THE-JOB INJURIES AND WORKERS' COMPENSATION COVERAGE

All injuries and illnesses arising out of, and in the course and scope of employment with the City, including first aid injuries, shall be reported immediately to the appropriate supervisor. The supervisor, upon receiving notice of the accident, shall be responsible for (1) giving the injured employee an "Employee's Claim For Workers' Compensation Benefits" (DWC-1) form within twenty-four (24) hours; and (2) immediately notifying the Risk Management of the accident in accordance with Labor Code provisions. The Risk Management shall be responsible for completing an "Employer's Report of Occupational Injury or Illness (form 5020)."

An employee incapacitated on account of an injury or illness arising out of and in the course and scope of employment may be entitled to:

A. Medical care to cure the injury;

B. Rehabilitation services necessary to return to work; and

C. "Temporary disability" payments in lieu of lost wages, commencing three (3) days after the injury occurs.

If an occupational injury or illness is severe and requires immediate medical attention, first aid should be rendered and medical treatment should be obtained at the closest City-designated medical treatment facility. For severe accidents occurring outside the City limits, medical treatment should be obtained at the closest medical facility. Use of paramedic services is automatically authorized if the injury is life threatening.

In the case of an occupational injury that requires medical attention within the first twenty-four (24) hours or develops symptoms after the first twenty-four (24) hours following the injury, the employee shall immediately notify his or her supervisor and the employee's supervisor shall notify the Risk Management. If the employee has not submitted a properly completed "Employee Notification of Personal Physician" form to the Risk Management for treatment of job-related injuries, all medical treatment shall be provided through the City's designated medical service providers for the first thirty (30) days after the date of the injury. If the employee has submitted a properly completed "Employee Notification of Personal Physician" form to the Human Resource Department for treatment of job-related injuries, an appointment may be scheduled with the employee-designated medical service provider. The employee shall notify the Risk Management prior to scheduling the appointment, if he or she has chosen to be treated by an employee-designated medical service provider.

A career employee who is disabled by injury or illness arising out of and in the course and scope of his or her duties shall suffer no loss in City pay or accrued Annual Leave for the first three (3) days of absence from work because of such disability. If a career employee's absence persists in excess of three (3) days, the employee may be eligible for "temporary disability" payments. State law shall determine the "temporary disability" payment an employee can expect to receive from Workers' Compensation Insurance. City policy allows for career employees incapacitated by reason of an injury or illness arising out of and in the course and scope of his or her employment to receive fully paid Workers' Compensation Leave (i.e., equal to the employee's regular base pay compensation, including reduced pay due to furlough pay reduction). This is for the first six (6) months and then receive 66-2/3% of the gross salary through the City's Long Term Disability Plan up to the maximum by Labor Code beyond the six (6) months after the injury. This applies unless the employee is hospitalized for greater than 90 days, or is not allowed by the City to return to light duty even though authorized by competent medical authority to return to limited duty. The City shall allow the employee to use Annual Leave or compensatory time in order to equal his/her normal salary after the six (6) months. If the employee is unable to return to work due to a permanent disability and retires under CalPERS benefits, the employee may also be eligible for long-term disability plan benefits under the provisions, requirements and limits of the plan. Once all accrued leave is exhausted, compensation would be 66-2/3% of gross salary and all leave benefits will cease to accrue. Such worker's compensation shall commence three (3) days after the injury occurs, or after temporary disability begins, and shall conclude with the termination of such a temporary disability, upon reaching a permanent and stationary condition, as determined by competent medical evidence, or upon the completion of one (1) year on-the-job injury leave, whichever comes first. If the

employee is still unable to work after one year, the City may initiate processing a PERS disability retirement application on behalf of the employee. Employees with injuries or illnesses that persist beyond six (6) months may be eligible for workers' compensation temporary or permanent disability payments. Workers' Compensation income is non-taxable.

Except for probationary employees, an employee's anniversary date shall be extended if his or her Worker's Compensation related injury or illness is in excess of thirty (30) days per fiscal year. If an employee's Worker's Compensation related injury or illness exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as the injury or illness, minus the first thirty (30) days (i.e. if the employee's injury or illness is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee experiences a Workers' Compensation related injury or illness while on probation, his or her probationary period shall be extended the same length of time as the injury or illness. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Workers' Compensation leave and benefits shall be granted to an employee upon presentation to the City of a properly completed claim form and presentation of a physician's certificate of temporary disability status. A claim denied by the Workers' Compensation Board, a written statement from the treating physician indicating that the employee's condition is permanent and stationary, or separation from City service shall terminate an employee's eligibility for Workers' Compensation leave and any applicable benefits for that particular injury or illness.

The City maintains its right to require that an employee receiving workers' compensation benefits see a City-designated physician on a periodic basis to determine the employee's disability status. When an employee is given a permanent disability rating by the Disability Rating Bureau of Workers' Compensation Appeals Board of the State of California, the employee may return to work provided that he or she can perform his or her assigned duties safely without endangering his or her health or safety, or that of others.

The City also maintains its right to require an employee to return to work on a limited or modified duty status, provided that he or she has received written authorization, including stated restrictions, from the City-designated physician as well as from the Risk Management and the Department Head. Such modified duty must be of a temporary nature, usually limited to 90 days.

The City should communicate in writing with the employee's authorized physician to obtain the modified duty authorization. It should provide the doctor with a description of the employee's regular duties as well as a description of all proposed modified duty to be assigned and provide a copy of that correspondence to the employee. The treating physician should provide to the City and the employee a written modified duty authorization, including specific limitations and restrictions, as well as assignments the doctor authorizes the employee to perform.

An employee who declines a modified duty position, which meets the treating physician's requirements, may be subject to disciplinary action, up to and including termination. If

an employee is medically stationary, but has not been released to his or her regular budgeted position and is one for whom a reasonable accommodation cannot be made, then that employee is subject to medical layoff or medical retirement.

Additional information concerning Workers' Compensation Leave or benefits may be obtained by contacting the Risk Management and by referring to Risk Management Policy 6.19, Modified Duty/Return to Work Policy.

7.65 VOTING LEAVE

In accordance with State law, the City of Moreno Valley encourages all employees to vote in local, state, and national elections. Employees are encouraged to vote outside of normal working hours. Under special circumstances, an employee who does not have ample time to vote outside of normal working hours may make arrangements with his or her supervisor to take up to two hours with pay in order to vote.

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES

8.05 GENERAL STATEMENT OF POLICY

It is the City's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct is recognized.

The City's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record.

8.10 CUSTOMER SERVICE POLICY

Moreno Valley residents depend on each City employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how employees are to implement the customer service philosophy of the City:

A. Employees shall keep themselves informed in order to perform their jobs effectively.

B. Employees shall be concerned about the welfare of others.

C. Employees shall be considerate, tolerant, patient and fair with others.

D. Employees shall be cheerful and as positive as possible.

E. Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results.

8.15 UNLAWFUL DISCRIMINATION

Any employee who harasses or unlawfully discriminates against any other person on the basis of the other person's religion, age, sex, marital status, race, color, national origin, ancestry, medical condition, pregnancy, political affiliation, mental/physical disability, or sexual orientation, including gender identity; or denies family and medical leave (FMLA), or pregnancy disability leave; or as retaliation against an employee for filing a harassment and/or discrimination compliant, shall be subject to discipline in accordance with these Rules.

8.20 STANDARDS OF CONDUCT

Employees are encouraged to excel in their work. City employees are prohibited from engaging in any conduct which could reflect unfavorably upon the City. The following standards are intended to govern the actions of all City employees during their course of employment. Employees who violate these standards shall be subject to appropriate disciplinary actions.

A. Employees shall abide by and carry out the ordinances, resolutions, policies, procedures, and the rules & regulations of the City of Moreno Valley.

B. Employees shall always conduct themselves in a manner which reflects credit to the City and creates positive morale among City employees.

C. Employees shall operate all equipment safely and utilize safe means of carrying out their duties.

D. Employees shall follow instructions for all equipment and property.

E. Supervisors shall manage in an effective, considerate and fair manner.

F. Subordinates shall follow instructions in a positive, cooperative manner.

G. Employees shall provide service with courtesy and a smile and avoid arguments with the public and other employees. If citizens become difficult, they should be referred to a supervisor.

H. Employees shall avoid interpersonal conflict with others as it may affect productivity or the City's image. It is not necessary for everyone to like everyone else, but it is necessary to treat everyone respectfully, professionally, and courteously.

I. Employees shall dress appropriately. Although dress will vary with the type of work done, neatness, cleanliness, and a professional image are essential. Uniforms must be kept in good condition and worn while on duty, if required. All field personnel who are supplied uniforms will wear their complete uniform at all times while on the job. Exceptions may be granted on a case-by-case basis by the immediate supervisor.

   Political buttons or other attire that do not promote a professional image or may not provide adequate protection from work-related injuries shall not be worn while on duty.

J. The use or possession of alcoholic beverage, illegal drugs, or controlled substances while on paid duty time, or working while under the influence thereof, will not be tolerated. Violation will result in disciplinary action, as outlined in Section 8.35 of these Rules. See Section 1.75 and 1.80 of the Rules.

K. Employees should behave in their personal lives in such a manner as not to reflect discredit upon the City.

8.25 OBJECTIVE OF DISCIPLINARY GUIDELINES

The disciplinary guidelines outlined in Section 8 are intended to be standards for applying discipline on the job. The offenses listed are not intended as comprehensive coverage of the subject. The disciplinary actions listed are standards and guidelines. Individual circumstances may justify a supervisor, together with the Department Head and the Human Resources Director, administering more or less severe forms of

disciplinary actions than those listed in these guidelines. The disciplinary authority must use reasonable judgment and proper documentation in each individual instance.

All disciplinary actions should be consistently enforced. "Consistently enforced" does not mean that a supervisor must assign the same penalty in each case, but rather, that the supervisor take some form of disciplinary action for each infraction. The supervisor must also be able to justify the level of discipline imposed in a particular case by objective criteria.
Any variations to these procedures will be reviewed by the Human Resources Director and approved in writing by the City Manager.

8.30 MAJOR AND MINOR OFFENSES

There are two classes of disciplinary actions – major and minor.

A. Major: Misconduct that directly affects the safety or health of other employees or customers or misconduct that directly affects the success or survival of the organization.

B. Minor: Misconduct that interferes with the smooth, orderly, planned, and systematic progression of work.

8.35 LEVELS OF OFFENSES

There are four levels of offenses listed. A documented pattern which shows a history of recent disciplinary problems can result in cumulative or more severe disciplinary actions, including disciplinary suspension, reduction in pay, demotion, or dismissal. Moderating circumstances which may result in less severe disciplinary action include an employee's positive work record, outstanding accomplishments, length of service, and extenuating circumstances of the violation.

A. Engaging in any of the following conduct will most likely result in dismissal:

1. Theft, embezzlement, or fraud.

2. Falsification, unauthorized removal, or alteration of official City records or employment applications.

3. Possession of, use of, or working while under the influence of alcoholic beverages or other controlled substances during City working hours, while on City property, while operating City vehicles, or while subject to duty (i.e. stand-by).

4. Assault, battery, or fighting an individual while on duty or under the guise of office.

5. Illegal possession or brandishing of weapons or firearms on City premises or property, while on duty or under the guise of office.

6. Acceptance of bribes or extortion.

7. Conviction of a felony or any crime involving moral turpitude.

8. Commission of an act involving moral turpitude, whether or not a conviction is obtained.

9. Harassment (as defined in Section 1.90 of these Rules) or unlawful discrimination against employees or others based upon race, color, age, marital status, pregnancy, sex, national origin, ancestry, ethnicity, religion, medical condition, mental or physical disability, or sexual orientation, including gender identity; or retaliation against an employee for filing a harassment and/or discrimination complaint; or denial of family and medical care leave or pregnancy disability leave.

10. Intentionally damaging property of value.

11. Job abandonment of three (3) consecutive work days with no notification or approved absence.

12. Material false statement or omission on the employment application.

13. Driving on City business with a suspended or revoked driver's license.

14. Continuing unsatisfactory job performance.

15. Felony eavesdropping or electronic recording of confidential communication without consent of all parties to such communication.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above mentioned disciplinary action.

B. Engaging in any of the following conduct will most likely result in disciplinary suspension without pay for five (5) to thirty (30) days, reduction in pay or dismissal depending upon the circumstances, accumulation, or pattern of offenses. Other recently documented violations along with this incident or the repeating of such offenses will result in dismissal.

1. Intentionally misusing or abusing City property or property of another.

2. Disregard for major safety rules.

3. Insubordination by refusing a supervisor's legitimate order.

4. Unlawfully restricting work efficiency and production.

5. Attempting to provoke a fight on City premises, threatening or deliberately intimidating others through threat of physical force.

6. Unauthorized release of information, which has been validly classified as confidential.

7. Intentional mistakes or gross negligence causing damage.

8. Use of authority for personal gain.

9. Dishonesty, including falsifying time cards or other reports.

10. Driving on City business with an expired license.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above-mentioned disciplinary action.

C. Engaging in any of the following conduct will most likely result in a written reprimand on the first offense, a disciplinary suspension of one (1) to five (5) working days, reduction in pay, or demotion on the second offense, and possible dismissal on the third. Other recently documented violations in conjunction with this violation will result in more severe disciplinary action.

1. Unauthorized operation of tools, machinery or equipment.

2. Gambling on City property.

3. Disregard of minor safety rules including failure to report an injury or accident.

4. Abuse of authority.

5. Carelessness or inefficiency in completing assignments.

6. Unauthorized sleeping or unaccounted whereabouts while on duty.

7. Traffic violations, including preventable accidents, in City vehicles or while on City business.

8. Political activity which violates pertinent provisions of state or local law.

9. Unauthorized absences or excessive leave without pay.

10. Abusive language that is personally or professional insulting or derogatory, directed at a person or persons with normal sensibilities, in their presence.

11. Failure to notify the employee's supervisor of the loss of a required certificate or license, including driver's license.

12. Statements or allegations which are malicious, vexatious, or not made in good faith and designed to discredit another individual or agency.

13. Garnishment on two or more different debts within any one-year period.

This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

D. Engaging in any of the following conduct will most likely result in either an informal discussion or formal warning on the first offense and a written reprimand on the second offense. Further incidents will result in more serious disciplinary action, including possible disciplinary suspension, reduction in pay, demotion or dismissal. Other recently documented violations in conjunction with this violation will also result in more severe disciplinary action.

1. Creating or contributing to unsanitary conditions.

2. Violation of smoking policy.

3. Unauthorized soliciting of contributions.

4. Distributing unauthorized printed matter on City time.

5. Failure to meet production or performance standards.

6. Engaging in behavior which prevents or hampers job performance.

7. Tardiness in reporting to work or leaving work early without supervisor approval.

8. Abuse of Annual Leave.

9. Abuse of breaks or lunch time.

10. Inability or unwillingness to work harmoniously with other employees.

11. Failure to contact supervisor when late or absent.

12. Failure to report change of vital information.

13. Failure to observe reasonable standards of personal appearance.

14. Failure to follow specified job instructions.

15. Minor safety violations, including housekeeping rule violations.

16. Frequent personal phone calls.

17. Frequent violations of established departmental rules and procedures.

18. Reading non-related material during work time when not authorized.

19. Misrepresentation of facts which does, or may lead to, a disruption of City business.

20. Posting or distributing materials or telling jokes, which are offensive to a person or persons with normal sensibilities.

This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

SECTION 9: DISCIPLINARY ACTIONS

9.05 DEFINITION OF DISCIPLINARY ACTION

"Disciplinary Action" means action taken by the Department Head or designee for disciplinary reasons, pursuant to these Rules, and consistent with the philosophy of progressive discipline where appropriate. Such disciplinary actions include (1) a formal warning, (2) a written reprimand, (3) disciplinary suspension, (4) reduction in pay, (5) demotion, (6) dismissal, or (7) any other action taken for disciplinary purposes.

9.10 INFORMAL DISCUSSION

Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures or rules and regulations so that problems are resolved early and thus, the need to utilize disciplinary action may be avoided.

9.15 FORMAL WARNING

The formal warning shall be given in response to minor misconduct. The warning should be prompt, calm, and constructive, and every effort shall be made for the formal warning to be given in private. The supervisor should include in the formal warning a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior.

9.20 WRITTEN REPRIMAND

The written reprimand shall be given by the Department Head or designated authority when a formal warning has not succeeded in stopping the misconduct or when the misconduct is considered too serious to warrant a formal warning. Misconduct includes failure to meet City performance standards. The Department Head should first counsel the employee about the misconduct, as if giving a formal warning. At the end of the discussion, if no extenuating circumstances are discovered, the Department Head shall inform the employee that a letter of reprimand shall follow and shall be placed in his or her central personnel file located in the Human Resources Department. The written reprimand should include a full, accurate and factual statement of the reason for the reprimand including the date and time of the event which is the cause of the reprimand, if applicable, appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior.

9.25 DISCIPLINARY SUSPENSION

Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to thirty (30) working days and are usually given when serious misconduct or repetition of past problems for which the employee has been reprimanded require a strong management response. The nature of the offense, its severity and the circumstances dictate the length of suspension. Recurrence of the same or similar offenses can result in a second or third disciplinary suspension of progressively increased duration or in a dismissal. A disciplinary suspension is given an employee

when formal warnings or written reprimands have not been effective, or when the misconduct warrants more than a written reprimand.

Employees who are categorized as exempt under the Fair Labor Standards Act may only be suspended without pay for infractions of safety rules of major significance such as rules relating to the prevention of serious danger in the workplace or to other employees. Exempt employees may also be subject to disciplinary suspensions of one or more full days without pay for infraction of workplace conduct rules applicable to all City employees.

The City distinguishes between minor disciplinary suspension as one (1) to five (5) working days and major disciplinary suspensions as six (6) to thirty (30) working days. Minor suspensions can be used as steps in progressive discipline. Major suspensions are used as a more severe step in progressive discipline or where the act of misconduct does not warrant dismissal.

Department Heads shall institute disciplinary suspensions only after receiving approval from the Human Resources Director.

9.30 REDUCTION IN PAY

The reduction of an employee's base pay is the action given when a disciplinary suspension has not been effective, or when the misconduct is too serious for disciplinary suspension alone.

Department Heads shall institute a reduction in an employee's base pay only after receiving approval from the Human Resources Director.

9.35 DEMOTION

The Department Head may demote an employee for disciplinary reasons or because the employee's ability to perform the required duties falls below standards for that position, provided that the employee has been given a reasonable time to improve. Upon request of the employee, and with the consent of the appointing authority, demotion may be made to a vacant position. No employee shall be demoted to a position unless he or she possesses the minimum qualifications for such a position.

Department Heads shall institute a demotion only after Human Resources Director approval.

9.40 LAST CHANCE EMPLOYMENT AGREEMENT

When the City, the bargaining unit representative (only when requested by employee to be involved) and the affected employee all agree that the affected employee should be given one last chance before administering dismissal, a Last Chance Employment Agreement may be administered and signed by all parties. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations – usually

termination of employment, with a condition that the employee waive any future rights of appeal of the termination.

9.45 DISMISSAL

Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures have failed and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. A career employee may be dismissed by the Department Head for just cause as outlined in these Rules.

Department Heads shall institute a dismissal only after Human Resources Director approval.

9.50 RESIGNATION – AN ALTERNATIVE TO DISCIPLINARY ACTION

At times, an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal. A resignation must be completely voluntary.

9.55 DOCUMENTATION OF DISCIPLINARY ACTION

All disciplinary actions should be fully documented and placed in the employee's personnel file.

A formal warning should be documented on a form prescribed by the Human Resources Director. The employee shall receive a copy of the documented formal warning, and a copy shall be placed in the employee's personnel file in the Human Resources Department. If the employee chooses to respond, that reply will also be placed in the employee's personnel file, and be attached to the supervisor's record of formal warning.

If the action taken is a disciplinary probation, a disciplinary suspension, a reduction in pay, a demotion, or a dismissal, documentation shall be in accordance with Section 10.20(1). A copy of all such disciplinary documents shall be placed in the employee's central personnel file located in the Human Resources Department. The employee shall sign and receive a copy of such disciplinary documents. If the employee refuses to sign the statement, that fact should be noted in writing by the supervisor.

9.60 EMPLOYEE REPRESENTATION

A represented employee is entitled to the presence of an Association representative during an investigative interview conducted by the manager whenever the employee reasonably believes that the interview might lead to or result in disciplinary action affecting any property right (i.e., suspension, pay reduction, demotion, or dismissal). The employee must request the representation. The manager is not obligated to inform the employee of the right to representation. The employee does not have a right to representation at every, or any, contact with a supervisor.

The employee does have the right to a specific representative. When the representative is a non-employee agent, the manager is not required to wait to hold the interview at a time the consultant would be available beyond 24 work hours. The employee and

representative must be allowed a reasonable period of time to confer in advance of the interview.

SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS

10.05 ACTIONS THAT ARE NOT APPEALABLE

Denial of merit or pay increases, performance evaluations (except as provided in Section 5.10), informal discussions, oral counselings, formal warnings, and written reprimands cannot be appealed.

10.10 DISCIPLINARY ACTION SUBJECT TO SKELLY PROCEDURE

Prior to a disciplinary suspension, a reduction in pay, a demotion, or a dismissal of a career employee for disciplinary purposes, the procedure set forth in this Section shall be complied with.

Disciplinary suspensions of less than five (5) days may be immediately implemented so long as the "Skelly" procedure is then promptly followed. (Section 10.20).

10.15 ADMINISTRATIVE SUSPENSIONS WITH PAY

Pending investigation of an accusation against an employee, the City Manager may approve the temporary suspension of an employee with pay, pending the undertaking or completion of an investigation or opportunity to respond as may be required to determine if any disciplinary action shall be taken.

10.20 SKELLY PROCEDURE/DUE PROCESS

A. Written Notice: The Department Head or designated authority shall give the employee a written notice of the proposed disciplinary action at least ten (10) working days prior to the effective date. The written notice shall be personally delivered to the employee or sent by certified mail to the employee's last known address.

   The notice should include the following information:

   1. A description of the proposed action to be taken and its proposed effective date or dates;

   2. The specific grounds and particular facts upon which the action is proposed to be taken;

   3. The employee's right to receive a copy of the written materials alleged to support the proposed action; and

   4. A statement advising the employee of the right to respond, orally or in writing, and the time period in which to do so.

B. Employee Review and Response: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based. Within ten (10) working days after receipt of the written notice, the employee shall have the right to respond to the Department Head, orally or in writing, concerning the proposed action. Failure to respond within the time

specified may result in the employee's waiver of his or her pre-disciplinary procedural rights. By mutual agreement, the specified time period may be extended. Appeal shall be addressed to the Department Head regardless of which supervisor may have issued the Skelly Letter.

C. Department Head Decision: The Department Head or designated authority shall, within ten (10) working days, provide a written decision to the employee after reviewing the employee's response, if any. The decision shall be personally delivered to the employee or sent by certified mail to the employee's last known address. The decision shall acknowledge the employee's response and shall be dated and signed by the Department Head. If disciplinary action is to be taken, the written response shall include a statement informing the employee of the right to appeal and the time period within which the appeal must be made.

If mutually agreed upon, the effective date of any proposed disciplinary action may be postponed to allow the Department Head enough time to adequately review the employee's response before making a decision.

10.25 APPEAL OF DEPARTMENT HEAD'S DECISION

A career employee may appeal a Department Head's decision within ten (10) working days of receiving the decision. An appeal shall be accompanied by a copy of the written notice of disciplinary action served on the employee, the Department head's written decision, a brief statement of the facts and reasons for the appeal and a brief statement of the relief requested.

If, within the ten (10) day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Department Head or designated authority shall be conclusive. If an employee withdraws the appeal, the employee waives the right to further review. Upon approval of the City Manager, the Human Resources Director may designate any other non-involved Department Head to act on his or her behalf on such matters. Appeals filed within the ten (10) day requirement shall be handled in accordance with the following provisions:

A. Minor Disciplinary Suspension, Reduction in Pay, and Demotion: An employee may appeal a disciplinary suspension of 5 days or less, or a reduction in pay of 5% or less annualized by submitting a written response to the Human Resources Director within ten (10) working days after the employee has received the Department Head's decision. Such an appeal and decision of the matter is based only upon the written record.

The Human Resources Director shall render a written decision within ten (10) working days after receipt of the appeal. The Human Resources Director may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Human Resource Director's written decision is the final and conclusive administrative review.

B. Major Disciplinary Suspension, Reduction in Pay, and Demotion: Disciplinary suspensions of greater than 5 days, reductions in pay greater than 5% annualized, or any demotions from class to class may be appealed to the City Manager. The City Manager may designate a non-involved Department Head or

the Human Resources Director to hear the appeal and act on his behalf on such matters.

The City Manager or designee shall act as Hearing Officer and determine the hearing procedure. The hearing need not be conducted according to technical rules relating to evidence and witnesses. However, the City Manager shall ensure that the matter before him or her can be fairly determined on reliable evidence. The Hearing shall be conducted in accordance with Section 11.30.

The City Manager or designee shall render a written record of his or her findings, conclusion and decision as soon after the conclusion of the hearing as possible and in no event later than twenty (20) working days after conducting the hearing, unless the parties otherwise agree. The City Manager may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The City Manager's decision on the appeal is final and conclusive administrative review.

C. Dismissal: An employee wishing to appeal a dismissal must submit a request for a hearing officer to the Human Resources Director within ten (10) working days from receipt of the Department Head's decision. An Appeals Hearing on the appeal shall be conducted in accordance with Section 11. Upon mutual agreement of the employee and the City Manager, the employee may waive the right to the Appeals Hearing and present the appeal directly to the City Manager. If the employee chooses to appeal the Department Head's decision directly to the Human Resources Director, the employee forfeits the right to appeal to a Hearing Officer.

At any hearing before the Human Resources Director, City Manager or a Hearing Officer, subpoenas may be issued in accordance with the Government Code.

10.30 AMENDED NOTICE OF DISCIPLINARY ACTION

At any time before an appeal is submitted for decision, the Department Head or designated authority may, with the consent of the Human Resources Director, amend the disciplinary action or provide a supplemental notice of disciplinary action.

A decision not to impose any disciplinary action should be accompanied by a directive from the Department Head to delete all references to the pending action from the employee's personnel file(s). Failure by the Department to make further investigations or to provide an additional written answer shall not affect the ability of the City to impose disciplinary action.

If the amended or supplemental notice of disciplinary action presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a response in accordance with Section 10.20, but the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made verbally or in writing during the appeal interview.

SECTION 11: APPEALS HEARING PROCESS

11.05 SELECTION OF A HEARING OFFICER

Within ten (10) working days from receipt of the written request for an appeals hearing pursuant to Section 10.25, the employee or designated representative and management representative shall select a Hearing Officer from a designated list. A paid outside Hearing Officer is only allowed in cases involving dismissal. The Hearing Officer shall be selected by mutual agreement or by the alternate striking of names from a pre-determined or standing list of Hearing Officers. The party to strike the first name shall be determined by chance. Only Hearing Officers who do not require transcription services, other than only an electronically recorded record, are to be used unless both parties agree otherwise.

The list shall contain at least seven (7) names and not more than twelve (12) names of persons qualified and willing to serve as a Hearing Officer. Employees, employee representatives and management representatives shall submit nominees for the list of Hearing Officers. If the total number of nominees is greater than the maximum number allowed on the list, the list shall be narrowed to the maximum number by consultation between management and employee representatives utilizing the strike out process. If a person withdraws his or her name from a list bringing the number of names below the designated minimum number, a name shall be added to the list. The list shall be revised at least every three (3) years.

11.10 SCHEDULING THE HEARING

Both parties shall endeavor to schedule the hearing as soon as possible. It is recognized that the schedule of the Hearing Officer, who is mutually selected, is dependent upon his/her already established schedule and availability. The City and the bargaining unit will jointly endeavor to identify the Hearing Officer within ten (10) working days of the employee's written request for one. All affected parties shall be notified in writing of the date, time and place of the hearing at least five (5) working days prior to the hearing. The Hearing Officer, prior to or during the hearing, may grant a continuance for any reason he or she believes to be important to its reaching a fair and proper decision.

All hearings shall be closed unless the employee requests an open hearing. No still photographs, moving pictures, or television pictures shall be taken in the hearing room during a hearing.

11.15 HEARING REPRESENTATION

Each party shall have the right to represent themselves, to be represented by legal counsel, or to be represented by any other person of his or her choice, except that no supervisor or Department Head shall be represented in appeal matters by an employee whom he or she may supervise, and no employee shall be represented in appeal matters by a supervisor or Department Head.

11.20 RECORDATION OF HEARING

All appeal hearings shall be recorded. The Human Resources Director shall arrange for the production of any relevant City record.

11.25 HEARING EXPENSES

All expenses for a Hearing Officer, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of the hearing room will be borne equally by the City and the employee. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits to give testimony at the hearing.

Prior to the hearing, the Hearing Officer shall draw up a contract and each party shall sign the contract agreeing to these payment conditions and any payment terms. A copy of the contract shall be given to the employee and another shall be given to the Human Resources Director. The Hearing Officer shall retain the original contract.

11.30 HEARING PROCEDURE

The Hearing Officer shall give all interested parties a reasonable opportunity to be heard on relevant issues. The hearing procedure shall be determined by the Hearing Officer. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer shall observe the intent of such rules to the end that the matter before him or her can be fairly determined on reliable evidence. All interested parties shall have the following rights:

A. To call and examine witnesses;

B. To introduce exhibits;

C. To cross-examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;

D. To impeach any witness regardless of which party first called him or her to testify;

E. To rebut the evidence against them; and

F. To present oral and written arguments.

11.35 HEARING OFFICER'S RECOMMENDATION

The Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his or her findings on the preponderance of evidence. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but if objected to, shall not be sufficient in itself to support a finding. The Hearing Officer shall submit a written record of his or her findings, conclusion and recommendation to the City Manager as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting

the hearing, unless the parties agree otherwise. The Hearing Officer may recommend sustaining, rejecting, or lessening the disciplinary action invoked against the employee.

11.40 CITY MANAGER'S DECISION

Upon review of the hearing record, the City Manager shall have the right to accept, modify or reject the Hearing Officer's recommendation. If the City Manager decides not to review this matter, the decision of the Hearing Officer on the appeal shall be the final administrative action. Within ten (10) working days, the City Manager should deliver a copy of his or her written decision to the employee. The decision of the City Manager shall be the final administrative action.

SECTION 12: GRIEVANCES

12.05 MATTERS SUBJECT TO GRIEVANCE PROCEDURES

A "grievance" is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact situation or transaction, other than discipline, that result in an alleged inequity or damage to the employee. The solution of any such grievance is wholly or partially within the province of the City to rectify and will involve the interpretation or application of existing ordinances, rules, regulations, or policies administered by the employee's Department Head or designated authority concerning wages, hours, other terms and conditions of employment.

12.10 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES

The following matters are not subject to the grievance procedure:

A. Employee discipline.

B. Oral or written warnings, reprimands, or counselings.

C. Employee performance evaluations.

D. Management of the City generally and issues of City or Department policy.

E. Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or workforce.

F. Determination of the nature, manner, means, technology, and extent of services to be provided to the public.

G. Methods of financing.

H. Types of equipment or technology to be used.

I. Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

J. Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.

K. Work assignments and schedules in accordance with requirement as determined by the City.

L. Establishment, implementation, and modification of productivity and performance programs and standards.

M. Reductions in force or layoffs for lack of work or other non-disciplinary reasons.

N. Establishment and approved modifications of job classifications.

O. Determination of standards, policies and procedures for selection, training, and promotion of employees.

P. Establishment, implementation, and modification of Departmental organizations, supervisory assignments, chains of command, and reporting responsibilities.

Q. Levels of compensation, pay, and benefits based upon budgetary and fiscal considerations.

12.15 FREEDOM FROM REPRISAL

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for filing a grievance petition.

12.20 CONSOLIDATION

Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

12.25 RESOLUTION

Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive.

12.30 WITHDRAWAL

Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

12.35 RESUBMISSION

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

12.40 EMPLOYEE REPRESENTATION

If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Head shall be represented by an employee whom he or she may supervise, and no employee shall be represented by a supervisor or Department Head.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

12.45 MISCELLANEOUS

If an employee is given a legitimate order that he or she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others or if the requested assignment violates the employee's constitutional rights.

12.50 INFORMAL GRIEVANCE PROCEDURE

Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist. If the employee is not satisfied with the decision reached through the informal discussion or if extenuating circumstances exist, the employee shall have the right to file a formal grievance in accordance with Section 12.55.

12.55 FORMAL GRIEVANCE PROCEDURE

Step I

If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance to the Department Head within ten (10) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived.

All grievances shall be submitted on the form prescribed by the Human Resources Director and no grievance petition shall be accepted until the form is complete. The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation, or policy allegedly violated, and the specific remedies sought.

The Department Head should render a written decision within ten (10) working days after receipt of the written grievance.

Step II

If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Human Resources Director within ten (10) working days after the Department Head's decision is received by the employee.

The Human Resources Director should render a written decision within ten (10) working days of receipt of the written grievance.

Step III

If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) working days after Human Resources Director's decision is received by the employee.

The City Manager may accept or reject the decision of the Human Resources Director, and should render a written decision within ten (10) working days after receipt of the written grievance. The decision of the City Manager shall be final and conclusive.

If mutually agreeable, a meeting may be conducted involving all affected parties at any step in the grievance procedure prior to the rendering of a decision.

GRIEVANCE PROCEDURES			
STEP	**CONTACT**	**FILE**	**DECISION**
Informal	Supervisor	N/A	Immediate
Step I Formal	Department Head (from incident)	10 working days from filing	10 working days
Step II Formal	Human Resources Director	10 working days from Step I	10 working days from filing decision
Step III Formal	City Manager	10 working days from Step II	10 working days from filing decision

The City Manager may delegate non-involved Department Heads to act on behalf of the City Manager to render an appeals judgment in these processes. The findings and recommendations they render will be advisory to the City Manager whose ultimate decision will be final.

12.60 TIME LIMITS

Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing. Any grievance petition not carried to the next step by the grievant within the prescribed time limits shall be deemed resolved upon the basis of the previous disposition.

SECTION 13: EMPLOYEE RECORDS AND FILES

13.05 PERSONNEL FILES

A. Central Personnel Files: The Human Resources Department shall maintain a central personnel file for each City employee indicating the employee's name, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents and such other information as may be considered pertinent by the Human Resources Director. Copies of documents concerning disciplinary actions taken by the supervisor or Department Head must be placed in the employee's central Personnel file. There will be no disclosures of this information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee.

   Personnel files shall be kept in locked, fireproof files located in the Human Resources Department.

B. Payroll Files: The Finance Department shall maintain a file for each City employee showing the name, title of position, the department assigned, salary, changes in employment status, W-4 forms, payroll deductions and such other information as may be considered pertinent by the Finance Director. There will be no disclosures of this information to third parties except as authorized by State and Federal law, or as duly authorized in writing by the employee to third parties.

Nothing herein shall prohibit the City from keeping or placing documents in an observation file for the purpose of investigating alleged criminal conduct. For the purposes of this Section, an observation file shall not be considered a personnel file, and an employee or his or her designated representative shall not have access to observation files nor receive copies of documents placed in such files.

Unless required for a criminal investigation, an observation file on an employee shall remain open for a maximum of six (6) months. If disciplinary action by the City is warranted or if the employee is found guilty of criminal activity, documents in the observation file shall be placed in the employee's personnel file(s).

13.10 DOCUMENTS IN PERSONNEL FILES

Upon request of the employee, an employee may place documents in his or her respective personnel file that commends his or her job performance with the City or demonstrations educational attainment.

Disciplinary documents shall be placed in personnel files in accordance with Section 9.50. An employee shall be provided a copy of any documents placed in his or her personnel file(s), and may review his or her file on request.

If no further conduct requiring disciplinary action occurs, and at the employee's written request, documents concerning minor disciplinary actions shall be removed from an employee's personnel file after one (1) year or upon their incorporation in a performance evaluation, whichever occurs first. If no further conduct requiring disciplinary action

occurs and at the employee's written request, documents concerning major disciplinary actions shall be removed from an employee's personnel file after three (3) years, provided that such documents may be retained thereafter if they establish a pattern of conduct extending past the three (3) year period. With good cause, a department may grant an employee's request to remove the document from the employee's personnel file(s) sooner than the indicated time frames, with the concurrence of the Human Resources Director.

13.15 ACCESS TO FILES

No person other than the City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's hiring Department Head, immediate supervisor, current Department Head, current Division Head, or their designated representatives shall have access to an employee's central or department personnel file. The Department Head must approve in writing anyone below him/her before that authorized person may review a subordinate's central personnel file. No person other than the Financial and Administrative Services Director, payroll division staff, City Manager, City Attorney, or Human Resources Department staff shall have access to an employee's payroll file. Upon appointment, an employee or a person designated in writing by the employee for such purpose may inspect the contents of his or her respective personnel file(s). Upon paying the reasonable cost associated therewith, except as provided in Section 13.10, an employee or his or her designated representative may obtain copies of any documents contained in the employee's personnel file(s).

The employee may file a grievance regarding the contents of his or her personnel file(s) in accordance with the Grievance Procedure regulations outlined in Section 12.

13.20 DISCLOSURE OF INFORMATION

No direct information contained in the personnel files shall be disclosed concerning any current or former City employee other than the employee's job title, inclusive dates of employment, work location, salary, work phone number, departmental assignment, and the nature of separation, resignation, or termination, to any person other than the City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's Department Head, Division Manager or their designated representatives. An employee or former employee may authorize access to or the disclosure of information from their file only when written permission is provided to the Human Resources Department.

Nothing herein shall preclude nor specifically deny the use of any information in personnel files in any phase of a disciplinary or probationary action.

13.25 CHANGES-IN-STATUS

It is the employee's responsibility to notify the Human Resources Department of any changes in his or her address, phone number, marital status, dependent status, name change, training certificates, or other pertinent information.

13.30 APPLICATION RETENTION

Applications submitted by candidates for City employment become the property of the City and must be retained for at least three (3) years.

13.35 DESTRUCTION OF PERSONNEL RECORDS

Personnel records, including employment applications, shall be destroyed only in accordance with the provisions of the City's system for the destruction of public records and then in accordance with other applicable law.

SECTION 14: EMPLOYEE BENEFIT POLICIES

Benefits for City employees shall be provided as outlined in the City's Benefit Plan. Further information on these benefits may be obtained by contacting the Human Resources Department.

The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

14.05 BENEFIT BANK

The City has adopted a "flexible or cafeteria" plan that will cover certain City benefits (i.e., medical, dental, vision care, etc.). Employees, other than those listed below, are not eligible for benefit bank benefits. City employees shall receive a negotiated amount of money as approved by City Council, and consistent with the current MOU, on a yearly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods unless there is a qualifying event. Qualifying events may include, but are not limited to emergency hardships, changes in employment, or changes in family status such as, births, deaths, adoptions, marriages, or divorce, to the extent permitted by the provisions of the benefit plans carriers.

A. Career Full-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

B. Career Part-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

C. As part of the cafeteria plan, all full-time employees, except City Council members, must purchase group medical insurance coverage for themselves, or provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the City Council deems it in the City's best interest, the City, at its option, may require all employees to purchase the City's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:

   1. Medical Insurance: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him-or-herself or insure any dependents. Eligible employees may choose from a variety of health care providers as offered by the City. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the City and chosen by the employee. Those who choose to use other kinds of medical coverage must report any change in that coverage within sixty (60) days as defined by CalPERS. Failure to do so will result in immediate enrollment in a City offered medical plan.

2. Dental Insurance: Employees may purchase dental insurance for themselves and any dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.

3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.

4. Supplemental Insurance: Employees may purchase supplemental insurances for themselves or their dependents.

5. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care reimbursement coverage through a flexible spending account. Documentation of payments with tax identification number of the provider must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

6. Medical Expense Reimbursement: Employees may purchase medical expense reimbursement through a Flexible Spending Account. Documentation of expenses and payments must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

7. Annual Leave Buy: Employees with unspent bank dollars may purchase up to two weeks of Annual Leave hours per year. This option is available only at open enrollment. Annual Leave hours bought must be used within the benefit year purchased. Unused Annual Leave which has been purchased will be returned to the benefit bank for cash out to the employee.

8. Cash Out Option: Employees who would have unspent bank dollars for the calendar year will receive the leftover balance as a taxable cash payment. Council members are not eligible by State law for any cash-out option of unspent bank dollars. Annual Leave hours must be requested in writing during open enrollment each year.

9. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount will be subject to Federal and State withholding taxes.

D. Temporary Employees are not normally entitled to the benefits of the City's cafeteria plan.

14.10 MANAGEMENT PACKAGE

Certain categories of employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received during the year. This amount will be disbursed on a 24-pay period basis. These employee categories and percentages are as follows:

A. Executive Management Employees shall receive six (6%) percent of their gross annual salary.

B. Division Management Employees shall receive four (4%) percent of their gross annual salary.

C. Professional/Administrative/Management Employees shall receive two (2%) percent of their gross annual salary.

This management package percentage amount may be expended in any of the flexible benefit plan options previously discussed. Other benefit options will be made available as they are approved by the City Council in accordance with applicable IRS guidelines.

14.12 AUTO ALLOWANCE:

The City provides taxable auto allowance benefits as follows:

A. Executive Management Employees shall receive a monthly auto allowance, as budgeted.

B. Division Management Employees shall receive a monthly auto allowance, as budgeted.

As outlined in the City's Vehicle Policy, certain employees may be assigned a City vehicle on a long-term basis, in lieu of the monthly auto allowance. Employees who utilize personal vehicles for City business, but do not receive an auto allowance, shall be reimbursed at the Federal mileage reimbursement rate.

If any of the above employees are assigned a City vehicle, no auto allowance will be provided.

14.15 POST RETIREMENT MEDICAL BENEFITS

A. Annuity Programs: Effective January 1, 2001, the City of Moreno Valley shall contribute a monthly amount to each non-exempt full-time career employee for an annuity program for 20 years or until termination or retirement, for the purpose of funding retiree medical premiums. New hire probationary employees shall not be eligible to receive the monthly contribution until the successful completion of their probationary period. The effective date of their first contribution will commence the next full month after they have passed probation.

Effective January 1, 2002, after two full years of employment, the monthly contribution to the annuity program shall increase per the negotiated language as approved by City Council. This shall go into effect the next month after their two-year-anniversary date has passed.

Each bargaining unit has selected separate annuity programs.

1. Contributions for the MVCEA bargaining unit are being paid into the Benefit Bank.

In the event MVCEA ceases to be the recognized representative of bargaining unit employees, the control and administration of this program

shall transfer to management and the responsibility for same shall be the exclusive jurisdiction of management.

Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.

2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.

B. City Paid Retiree Medical Benefit: Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire under the CalPERS retirement benefits system with a minimum of two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE	MAXIMUM EMPLOYER CONTRIBUTIONS
January 1, 2007	up to $168.73 per month
January 11, 2008	up to $243.73 per month
January 2, 2009	up to $318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009. At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees hired prior to July 1, 2009 receive fully-paid PERS retirement benefits. Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

B. Career Part-time Employees hired prior to July 1, 2009 receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.

C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees are eligible for participation in the PERS retirement plan after 1,000 hours worked in a fiscal year; however, they are responsible for the cost of their employee portion of PERS payment.

PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

D. Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

14.30 IRC SECTION 125 PLAN

The City has available to all full-time employees, and those who qualify for the City's group medical coverage, an Internal Revenue Code (IRC) Section 125 account. The monthly cost of plan administration will be borne by those eligible employees who voluntarily elect to enroll. The Health Reimbursement Option is not available until the employee has passed initial probation (normally at six months). An employee's un-expensed redirected Plan contributions from his/her salary account are forfeited and returned to the City at the end of the calendar year. See the Summary Plan Description for details.

14.35 IRC SECTION 457 PLAN

The City has available to all employees an Internal Revenue Code (IRC) Section 457 Account. Participation is voluntary for career employees. It is mandatory for temporary employees who are not yet eligible for, or enrolled in PERS.

Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from City employment.

An employee may defer a maximum amount consistent with the most recent guidelines supplied by the IRS. The employee may increase, decrease, stop and restart voluntary contributions at any time by contacting the Human Resources Department.

In accordance with IRS rules, an employee may not withdraw these assets unless there is a bona fide emergency which is unforeseeable, unbudgetable, severe, beyond the employee's control, and must represent a last resort. All financial hardship requests for withdraw of funds must be made directly to the 457 plan provider.

14.36 IRC SECTION 401A PLAN

Certain management employees may voluntarily enter into a 401(a) Money Purchase Plan to provide additional retirement benefits. The employee contribution is a mandatory fixed amount for everyone within a management group, and is limited to the maximums allowed by law. Eligible employees wanting to enroll into the plan must do so within the first thirty (30) days after being hired, or during the annual open enrollment period. Once enrolled, the participant must remain in the plan. Participant contributions are structured with pre-tax dollars. Earnings accrue tax deferred. Participants may contribute to both a deferred compensation and a money purchase plan. Accounts are individual and loans may be made from the account.

PAM-Confidential employees receive $750.10 per fiscal year ($28.85 per pay period) in a City sponsored 401(a) Plan.

14.40 LIFE INSURANCE

The City provides term life insurance coverage for all City employees. Coverage becomes effective on the first day of the month which follows the first thirty (30) days of employment with the City. The premium is paid by the City. The amount of coverage is determined as follows:

A. Executive Management and Division Management Employees shall receive term life insurance at an amount, which is three (3) times their salary (rounded to the nearest thousand) not to exceed $300,000.

B. Professional/Administrative/Management Employees shall receive term life insurance at an amount, which is two (2) times their annual salary (rounded to the nearest thousand).

C. General Non-Exempt and Career Part-time Employees shall receive term life insurance at an amount, which is two (2) times, their annual salary (rounded to the nearest thousand) or $50,000.00, whichever is greater.

D. City Council Members shall receive $50,000 of term life insurance.

E. The City's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574). It provides for a monthly allowance for the surviving spouse with two children $2280, spouse and one child $1900, and spouse alone $950. The City's retired member PERS lump sum death benefit paid to beneficiaries is $500.

14.45 DISABILITY INSURANCE

Disability Insurance is determined as follows:

A. City Disability Insurance:

The City provides short-term disability insurance to all Career employees who work a minimum of thirty (30) hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first twenty-four (24) months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists beyond twenty-four (24) months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue.

An eligible employee may receive sixty-six and two-thirds (66⅔ %) percent of his or her salary, up to a maximum monthly amount of $14,000. This income is subject to taxes because the premiums are paid for by the City. Any other income benefits an employee may receive as a result of employment shall be subtracted from the monthly benefit payment. An eligible employee may continue to receive benefits up to the age of sixty-five (65). Between the ages of sixty-five (65) and seventy (70), benefits are awarded on a sliding scale. The remaining amount shall be taken from applicable leave accruals until they are exhausted and the person goes on leave without pay, see Section 7.40, Pregnancy Disability Leave and Section 7.50, Leave of Absence Without Pay.

The City agrees to maintain a long term disability salary continuance program that pays the above described benefits for job-related disabilities when the employee is still on the City's payroll after a minimum 180 calendar day elimination period up to age 65. Workers' Compensation information can be found in Section 7.60 of the City of Moreno Valley's Personnel Rules.

B. Continuation of Accruals and Benefits

The City shall extend payment of the medical insurance contribution for career full-time employees up to an additional ninety (90) calendar days during a twelve-month period while an employee is disabled due to a non-work-related illness or injury. Such an extension of medical coverage shall take effect when existing coverage would otherwise expire. Career full-time employees on paid leave will continue to accrue Annual Leave at their normal rate; however, employees on unpaid leave will not accrue Annual Leave. During an authorized leave under an FMLA leave, career full-time employees will be retained on the City's health insurance program under the same conditions and coverage levels that applied before the leave commenced. Employees' benefits continue as long as the employee is still on disability and the City paid benefits after 30 consecutive working days of being on Non City Paid Payroll Status. The employee must then covert to Consolidated Omnibus Budget Reconciliation Act (COBRA) status and

pay for health insurance premiums, or if eligible, may consider applying for CalPERS disability retirement. Employees not classified as career full-time shall not accrue any leave or receive any benefits once all of their accrued time (Annual Leave or compensatory time) has been exhausted.

14.50 UNEMPLOYMENT COMPENSATION

As required by State law, all City employees are covered under the California Unemployment Compensation Program. Further information can be obtained by contacting the local State of California Employment Development Department or the Human Resources Department.

14.55 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Depending on budget and other considerations, the City may provide an employee assistance program. The EAP provides short term counseling and other services to assist employees and their families to deal with personal and emotional problems which affect or might potentially affect their job performance. This counseling is confidential and free to the employee.

14.60 MEDICARE

By law, employees hired after April 1, 1986, must have a certain percentage (currently 1.45%) deducted from their gross pay for Medicare. The City will deduct the employee contributions in accordance with Federal law. The City shall pay the employer's share, which is equal to the employee's share.

The above policies are based on Federal law and may change from time to time.

SECTION 15: SPECIAL COMPENSATION

15.05 STAND BY

A stand-by roster shall be comprised of City employees from designated departments or divisions who have volunteered to be on call and available to work after regular working hours. A stand-by assignment period shall be for a period of days starting at the time and on the day determined by the departmental coverage requirements and as approved by the employee's manager. Under some circumstances the period is not a seven consecutive day period. An employee on stand-by will be permitted to take home a City vehicle equipped with appropriate tools and supplies for use when called out on stand-by. The City will pay general employees (non-Animal Control Officers) a dollar amount per the negotiated language of the current MOU, as approved by City Council, per regular shift, Monday through Friday, and for weekends and holidays. The current Stand-by Pay amounts are $20.00 per day on Monday through Friday, and $25.00 per day on Saturday, Sunday and Holidays.

The designated department or division supervisor shall be responsible for scheduling his or her employees for stand-by duty and for providing duty rosters to the Police Department. The Police Department will be given a roster of employees with their stand-by duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific stand-by duty, employees may not trade stand-by assignments, except with the prior approval of the designated supervisor.

For general employees, compensation for call out hours worked will be paid at time-and-one-half for the number of hours actually worked. A minimum of two (2) hours shall be credited as time worked for each call out. For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. An employee on stand-by will be compensated an additional dollar amount, per the negotiated language, as approved by the City Council, for each 7-day week of stand-by duty. Stand-by pay is at the rate of an amount per the negotiated language as approved by the City Council per day (M-F). Stand-by pay will be increased to an amount per the negotiated language in the current Memorandum of Understanding, per day for weekends and holidays.

For Animal Control Standby (Night Truck), the City will pay a dollar amount, per the negotiated language as approved by City Council per regular shift, Monday through Friday, and pay an amount, per the negotiated language as approved by City Council for weekends and holidays. Call out pay will be at the overtime rate with a one-hour minimum. Work time includes 15 minutes each way of travel time for the trip to and from work or the actual time, whichever is less.

An employee assigned to stand-by duty must be available to respond to emergency calls at all times. This requires that the employee remain within fifteen (15) minutes travel time of his or her normal work station during the entire stand-by period. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Section 8.35 of the Personnel Rules.

Nothing herein shall be construed to require that the City establish stand-by duty for employees in any department or division.

15.10 CALL-BACK

In the event employees who are not assigned to stand-by duty are called back to work during normal off-duty hours to protect the public health or safety, they will be compensated at time-and-one-half for actual time worked, with a minimum of two (2) hours credit for each call out (one for Animal Control). For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. Call back shall be defined as having to return to work after having left work.

15.15 BILINGUAL PAY

Bilingual compensation will be implemented for staff who occupy positions designated as ones in which second language skills are utilized. Employees shall receive an amount per the negotiated language as approved by City Council.

15.16 SAFETY EQUIPMENT

Employees in qualified trade occupations will receive an annual stipend to purchase shoes, jackets, and/or Sam Brown belts in an amount per the negotiated language as approved by City Council.

The City provides uniforms for employees in the Security Guard job classification.

SECTION 16: TRAINING

16.05 TRAINING

The City recognizes the importance of employee development and training. In an effort to improve the capabilities and effectiveness of City personnel, a training program has been established. This training effort shall be geared to both organizational improvement and individual employee development. This development shall not only be the responsibility of Department heads or supervisors, but shall be shared with employees in a total organizational effort.

16.10 IN-HOUSE TRAINING

Employees who have training, knowledge or expertise in a subject area, or have recently attended a seminar or conference in a given subject matter, may be asked to share this information with other employees. Such in-house training may be informal or formal depending upon the nature of the training and can include any variety of topics such as computers, copiers, telephones, supervisory, writing skills, etc.

16.15 DEPARTMENTAL TRAINING

City departments and divisions are encouraged to offer specialized training to their employees. Such training shall be the responsibility of the Department or Division Head and may include topics such as safety, equipment operation and other training in their specific fields of responsibility.

16.20 TRAINING COURSES

The City shall encourage local educational resources to offer courses and workshops at City facilities on matters in which employees of several departments may benefit. Such courses may be offered periodically in such areas as management, supervision, communications, time management, stress management, writing skills, etc.

16.25 SEMINARS AND CONFERENCES

Employees may attend seminars or conferences covering current issues and areas relevant to their positions under the following conditions:

A. Employees must submit their request on forms prescribed by the Financial and Administrative Services Department and follow all applicable procedures.

B. Budgeted funds must exist for all such training and any travel. In-state attendance shall require Department Head approval while out of state travel shall require the approval of the City Manager.

C. Employees must comply with the City's Administrative Travel Policy and provide necessary receipt documentation.

D. Employees who have recently received such training must be willing to provide "in-house" training to other employees, if requested.

16.30 TUITION REIMBURSEMENT

Subject to the pre-approval of the Department Head, Human Resources Director, and City Manager (or designee), employees may be reimbursed for the cost of pre-approved, job-related, accredited, educational and other training courses based upon proof of successful completion up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30). This proof includes a grade "C" or better of the course(s), and must be part of a recognized associate's degree, bachelor's degree, or master's degree program related to the employee's current job, and the program must be part of a school, college or university that is accredited by a U.S. Department of Education authorized accrediting organization, e.g. Western Association of Schools and Colleges (WASC). Further, employees may be reimbursed for certain pre-approved, job related training courses based on the approvals as stated above.

Classes taken which are offered as part of the City's official training program do not count against tuition reimbursement.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational course that is job-related may, if prior approval for reimbursement is given by the City Manager (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the City (i.e. books become part of City reference library).

In general, training time during working hours shall be considered part of the job. Unless the City directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the City encourages employees to pursue additional education, the City shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Head and the Human Resources Director.

16.35 TRAINING AND TRAVEL REIMBURSEMENT

Non-exempt employees shall receive training and travel reimbursement as provided in this Section.

Time spent in attending lectures, meeting, training programs, and similar activities during work time shall be counted as time worked only if authorized in advance and in writing by the employee's Department Head. No such authorization shall be given unless the lecture, meeting, program, or other activity is directly related to improving the employee's ability to perform his or her job.

Time spent in attending lectures, meetings, training programs, and similar activities shall not be counted as time worked where such attendance is outside of the employee's regular working hours, except in situations where the employee is directed by his or her Department Head to attend such lecture, meeting, training program, or similar activity. Leisure and meal times are not considered time worked unless they are part of the seminar.

Time spent by an employee traveling between the employee's residence and the regular workplace is not work time and shall not be treated as hours worked. When an employee is assigned by his or her Department Head to travel outside of the City, time spent traveling between the employee's home and assigned destination shall be treated as time worked, only to the extent that it exceeds the amount of time normally taken by the employee to travel between his or her residence and regular workplace.

When an employee is assigned to travel outside the City, return the same day, and he or she utilizes public transportation, the time spent traveling between the employee's home and the location of the public carrier (i.e. airport, bus station, train station) shall not be treated as time worked. However, time spent traveling to a final destination via public carrier is considered time worked.

Employees shall receive mileage and travel reimbursement in accordance with provisions outlined in the City's Administrative Travel Policy.

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX A

TESTING FOR ALCOHOL AND DRUGS

Toward reaching this goal of a drug and alcohol free workplace, the City may conduct pre-employment drug or alcohol testing of applicants for City positions. Pre-employment drug or alcohol tests shall apply only to non-City employees; City employees who apply for another City position shall not be subject to pre-employment drug or alcohol tests. Any applicant who tests positive shall not be hired by the City.

The City also reserves the right to require than an existing employee undergo testing of the City determines that probable cause exists to believe that the employee is under the influence of any illegal drug or controlled substance, as identified in this Section. Employees who (1) refuse to submit to a drug or alcohol test immediately when requested by authorized City or law enforcement personnel; (2) refuse to submit to a search of personal properties if requested by law enforcement personnel; or (3) are "convicted" of a "criminal drug or alcohol statute" violation, shall be subject to the disciplinary procedures which are outlined in these Rules.

All City lockers, desks, cabinets, vehicles, phone voice mail, e-mail, computer files, and disks are the property of the City and are subject to search without the employee's consent by City management at any time with or without notice. Refusal to cooperate with a search may result in a disciplinary action, up to and including termination. Unless the Supervisors are directed otherwise by the Human Resources Director, employees will be given the opportunity to be present when the search is conducted.

In appropriate cases, such as a first offense, the City should make every effort to place an employee with an available employee assistance program or service for the purposes of rehabilitation, in-lieu of disciplinary action or criminal prosecution. If, in such cases, the employee refuses to attend an employee assistance program or service, he or she will be subject to the disciplinary procedures which are outlined in these Rules.

Any reports or complaints which are filed as a result of this Section or the "Drug and Alcohol Free Workplace Policy" and are determined to be malicious, vexatious, or not in good faith, shall not be tolerated. In such cases, the complaining individual shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to drug or alcohol use.

A. EMPLOYEE RESPONSIBILITIES

An employee shall:

1. Not report to work or be subject to duty (i.e., paid stand-by time) while the employee's ability to perform his or her duties is materially impaired due to drug and/or alcohol use.

2. Not report to work with alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) in their systems or the odor of alcohol on their breath, or possess or utilize such substances while they are on duty or subject to duty or during meal periods or breaks.

3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while on-call, on breaks, or during meal periods.

4. Not directly or through a third party sell, purchase or provide drugs and/or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty.

5. Submit immediately to a drug and/or alcohol test when requested by an authorized City representative, who has probable cause to suspect drug or alcohol abuse or material impairment there from. The employee may request a representative when being tested for probable cause. The representative may be a bargaining unit representative or another employee of choice who shall be immediately available.

6. Before beginning work, notify his or her supervisor when taking any drug or medication (non-prescription or prescription), which may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to perform assigned duties safely and effectively while using such drugs, clearance from a qualified physician may be required before the employee is allowed to resume his or her regular duties.

7. Have the opportunity, within twenty-four (24) hours (or by the close of the next business day) of request by an authorized City representative, to provide verification of a current prescription for any potentially impairing drug or medication which is identified in a drug test. The prescription must be in the employee's name.

8. Employees shall notify their supervisor of any criminal drug and/or alcohol statute conviction for a violation, no later than five (5) days after such conviction.

9. In the event that an employee suspects that his or her manager or supervisor is under the influence of drugs and/or alcohol, the employee may submit a written or oral complaint, which contains detailed evidence regarding the allegation of substance abuse to his or her department head or the Human Resources Director. Such complaints, if made in good faith, may be made without fear of reprisal. If the written or oral complaint establishes probable cause, the manager or supervisor may be requested to submit to a drug and/or alcohol test.

B. MANAGEMENT RESPONSIBILITIES

Managers and Supervisors shall:

1. Be responsible for enforcing this policy in a fair and consistent manner.

2. Work with the Human Resources Department to encourage employees to utilize an available employee assistance program when the employee's job performance is deteriorating or unsatisfactory, the employee does not respond to supervisory remedies, or when a specific on-the-job incident is cause for concern. As the supervisor's role is to monitor job performance, the supervisor should not attempt to diagnose an employee's problem.

3. Request through the Human Resources Department that an employee submit to a drug and/or alcohol test when a manager or supervisor has probable cause or a reasonable suspicion that an employee is impaired or under the influence of drugs or alcohol while on the job or subject to duty.

   "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

   For example, any of the following, alone or in combination, may constitute reasonable suspicion:

   - Slurred speech;
   - Alcohol or other suspicious odor (i.e. marijuana on breath);
   - Unsteady walking and movement
   - An accident involving City property where it appears that the employee's conduct may be at fault;
   - Physical or verbal altercation;
   - Wide and severe mood swings;
   - Blank, glassy-eyed stare;
   - Inability to perform work properly;
   - Behavior which is unusual for the employee;
   - Possession of drugs and/or alcohol in the workplace or on City property.

4. Work with Human Resources and document within forty-eight (48) hours of requesting an employee to submit to a drug and/or alcohol test, in writing, the facts constituting reasonable suspicion that the employee in question is impaired or under the influence of drugs and/or alcohol.

5. Remind the employee of the requirements and disciplinary consequences of this policy when encountering an employee who refuses an order to submit to a drug and/or alcohol analysis. Where there is reasonable suspicion that the employee is impaired, or under the influence of alcohol or drugs, the manager or supervisor shall require the employee to remain on the premises for a reasonable amount of time until an authorized City representative or law enforcement representative can arrange to transport the employee to a testing facility, or home in the event of the employee's

refusal to submit to a drug or alcohol test. Any time spent remaining on the premises at the request of a supervisor or manager or time spent for City-required drug and/or alcohol testing shall be considered work time and shall be paid for by the City.

6. Not confiscate prescription drugs or medications from an employee who has a valid prescription for such. The prescription must be in the employee's name.

7. Deal with suspected offenders as discreetly, inconspicuously, and respectfully as possible.

8. Notify their Department Head or designee, and Human Resources, when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is probable cause to believe that an employee is in possession of illegal drugs, the manager or supervisor shall not physically search employees or their personal possessions, but should request that they remain on the premises until the appropriate law enforcement agency has arrived. Also, the department head or designee shall notify the Human Resources Department as soon as possible.

9. May search areas which are jointly or fully controlled by the City after conferring with the Human Resources Department. In the event such an area is occupied by a Peace Officer all searches shall be consistent with Government Code Section 3309 (Police Officer Bill of Rights).

10. Management shall not use authority under these rules to unlawfully harass, intimidate, or discriminate against employees.

C. ENFORCEMENT

Employees reasonably believed to be impaired, or under the influence of drugs and/or alcohol, shall be prevented from engaging in further work and shall be monitored for a reasonable time until he or she can be safely transported from the work site. In no event should the individual be allowed to operate a vehicle while impaired, including driving home from work.

Refusal to submit immediately to a drug and/or alcohol analysis when requested by City management or law enforcement personnel shall constitute insubordination and may be grounds for discipline up to and including termination.

D. PHYSICAL EXAMINATION AND PROCEDURE

A drug and/or alcohol test may be administered by the City for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job. All testing (including the sample collection, chain of custody and laboratory services) shall be conducted in accordance with

Substance Abuse and Mental Health Services Administration (SAMHSA) and Department of Health and Human Services approved procedures.

E. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

Post-Employment Offer Medical Examination

A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standard, duties or responsibilities.

If a drug screen is positive, and a result of the post-employment offer medical examination, the applicant must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid current prescription for the drug identified in the drug screen to the Human Resources Department. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

During Medical Examinations or Drug and/or Alcohol Tests

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.

If the drug screen is positive, the employee must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid prescription for the drug identified in the drug screen, to the Human Resources Department. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including discharge.

If a drug and/or alcohol test is positive, the City shall conduct an investigation to gather all the facts. The decision to discipline or discharge will be carried out in conformance with this section.

F. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate, confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

SUPPLEMENT TO THE DRUG AND ALCOHOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Effective January 1, 1996, the City of Moreno Valley must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions. Specifically, the City must comply with the regulations of the Federal Motor Carried Safety Administration (FMCSA). Adoption of a policy is one of the City's obligations under the regulations. Where applicable to the City, the requirements of those regulations are reflected in this policy. This policy sets forth the rights and obligations of covered employees. If you are an employee covered under these new requirements, you should familiarize yourself with the Policy provisions BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

In addition, employees are required to comply with the applicable provisions of the supplement to the Drug and Alcohol Free Workplace Policy.

A. EMPLOYEE QUESTIONS

The regulations required that employers designate a person to answer employee questions about drug and/or alcohol testing. Employees shall refer any questions regarding his or her rights and obligations under the new regulations to the Designated Employer Representative (DER) which is the Human Resources Director or designee for this federally mandated program.

B. COVERED EMPLOYEES

Overall, the regulations cover drivers of commercial motor vehicles. A driver is any person who operates a commercial motor vehicle on a full-time, casual, intermittent, as-needed, or occasional basis. Employees in these job classifications may be required to drive commercial motor vehicles at least on an occasional basis.

Therefore, employees in those job classifications (and applicants for such positions) are considered a covered employee subject to the provisions of this policy. For the purposes of the post-employment offer medical examination, the term "driver" includes persons applying for employment in a position requiring the driving of a commercial motor vehicle on at least an occasional basis.

New employees or employees shall be given a copy of this policy at the time they commence employment with the City. All covered employees currently employed by the City at the time this policy is adopted shall be given a copy thereof within ten (10) days of its adoption. All covered employees will also be asked to sign the Acknowledgement / Receipt Form indicating receipt of a copy of this policy. This policy shall be posted immediately and was effective on January 1, 1996.

C. COVERED COMMERCIAL VEHICLES

The regulations cover drivers of the following commercial motor vehicles:

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;

2. A vehicle with a gross vehicle weight of at least 26,001 pounds.

3. A vehicle designed to transport sixteen (16) or more passengers, including the driver; or

4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

D. SAFETY-SENSITIVE FUNCTIONS

The performance of any of the following on-duty functions by a covered employee in connection with that employee's operation, or scheduled operation, of a commercial motor vehicle is considered to be a safety-sensitive function.

1. All time at a carrier or shipper, plant, terminal, facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.

2. All time inspecting equipment such as brakes, steering mechanism, lights, tires, horn, windshield wipers, mirrors, or coupling devices; or otherwise inspecting, servicing, or conditioning any commercial motor vehicle.

3. All time spent at the driving controls of a commercial motor vehicle.

4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.

5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.

6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle, or time spent performing driver requirements relating to accidents.

E. PROHIBITED CONDUCT

Covered employees may not have a measurable amount in their system or be in possession of controlled substances or alcohol during any work hours. Further, the regulations specifically prohibit certain conduct prior to performing and while performing safety-sensitive functions. The following conduct is prohibited and may result in discipline, up to and including termination:

1. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions while having an alcohol concentration level of 0.04 or greater.

2. Performing a safety-sensitive function within four (4) hours after using alcohol.

3. Being on duty or operating a vehicle, as described in Section C, while possessing alcohol.

4. Using or possessing alcohol while performing a safety-sensitive function.

5. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions when the employee has used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee (who in turn must notify his/her supervisor) that the substance does not adversely affect the employee's ability to safely operate a vehicle.

6. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions if the employee tests positive for controlled substances.

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test shall be treated in the same manner as an employee who tested 0.04 percent or greater on an alcohol test or tested positively on a controlled substance test.

8. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

   - A refusal to provide a urine sample drug test.

   - An inability to provide a urine sample within the three (3) hour allowed time without a valid medical explanation.

   - A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test.

   - An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation.

   - Tampering with, attempting to adulterate, or substituting the urine specimen or collection procedure.

   - Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested.

- Leaving the scene of an accident without authorization from a supervisor or manager (who, in conjunction with the Human Resources Department, shall make a determination whether to send the employee for a post-accident drug and/or alcohol test), unless the employee has a valid reason for not obtaining such authorization.

9. Consuming alcohol during the eight (8) hours immediately following an accident, unless the covered employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

10. Use of prescribed drugs are not in direct violation of the City's policy, however inappropriate use or prescribed use that may substantially impair job performance, alter behavior, and/or create a risk to the health and safety of the employee or others, is in direct violation of the City's policy.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Action of 1988.

Covered employees are also reminded that they shall inform their supervisors of any over the counter or prescription medication prior to engaging in any safety-sensitive function.

F. CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.02 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration level between 0.02 and 0.04 shall be removed from his/her safety-sensitive position for at least twenty-four (24) hours. Such an employee may be subject to discipline up to and including termination. The City shall then retest the employee. Before the employee may be returned to his/her safety-sensitive position, the employee's alcohol concentration must indicate a concentration below 0.02 percent.

G. CIRCUMSTANCES UNDER WHICH DRUG AND/OR ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES

1. Post-Employment Offer Testing

a. All applicants (whether by initial application or in connection with a transfer) for positions involving the performance of safety-sensitive functions shall be required to submit to post-employment offer/pre-duty drug testing. Applicants will not be hired for or transferred to a safety-sensitive position if they do not pass the test or if they refuse to consent to a drug/alcohol test.

2. Post-Accident Testing

a. Post-accident drug and alcohol testing shall be conducted on employees following an accident involving injury(s) and/or repair costs.

b. Post-accident alcohol tests shall be administered within two (2) hours following an accident and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.

3. Post-Accident Testing (urine sample)

a. Conducted after accidents on safety-sensitive employees who have been in an accident involving a human fatality; or a citation has been issued in one of the following situations:

i. There has been bodily injury with the need for immediate medical attention away from the scene, or

ii. There has been disabling damage to any motor vehicle requiring tow away. (Refer to Federal Motor Carrier Safety Regulations, sections 391.113 and 391.117).

Following an accident, the employee shall remain available for drug and/or alcohol testing, or may be deemed to have refused to submit to testing. This rule does not require the delay of necessary medical attention for injured people following an accident, nor does it prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.

4. Random Testing

Covered employees will be subject to random alcohol and drug testing as follows:

A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (i.e. driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The City will subject at least ten (10) percent of the total number of covered employees to random alcohol testing per year.

A random drug test will be administered to at least fifty (50) percent of the total number of covered employees per year. A covered employee may be subjected to drug testing even on a day in which the employee is not expected to perform a safety-sensitive function. To ensure that the process is in fact random, all covered employees, whether or not they have been chosen for testing in the past, will remain in the pool of employees for each subsequent period. This procedure assures that the probability of any individual being selected each period is always the same, whether or not the individual was selected in previous period.

On the date an employee is selected for random drug and/or alcohol testing, his/her supervisor will verify he/she is on the list of those to be tested.

5. Reasonable Suspicion Testing

"Reasonable suspicion" means that the trained supervisor believes that the actions, appearance, speech, body odors, or conduct of an on-duty employee are indicative of the use of drugs or alcohol. The witness must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require an employee to submit to a drug and/or alcohol test. The determination that a reasonable suspicion exists to require an employee to undergo an alcohol concentration test must be based on short-term specific, objective, contemporaneous, articulable facts concerning the behavior, appearance, speech, or body odors of the employee. The determination must be based upon observations of the trained supervisor making the determination, and may not be based upon hearsay.

The trained supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test. The trained supervisor witnessing the impairment must document the specific observations under which the reasonable suspicion is based.

The reasonable suspicion alcohol test will be administered within two (2) hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight (8) hours following the observation.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and/or alcohol test will attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substance use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

Any reports or complaints which are filed as a result of this section and are determined to be malicious, vexatious or not in good faith, shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to alcohol use.

6. Return to Duty/Follow-up Testing

A covered employee who has violated any of the prohibitions of this Policy must submit to a return-to-duty test before he/she may be returned to a position requiring the performance of safety-sensitive functions. The test result must indicate an alcohol concentration of less than 0.02 percent or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest

during the first year of recover, the employee will be subject to follow-up testing, which is separate from the random testing obligation. The employee will be subject at least six (6) unannounced drug and/or alcohol tests during the first year back to the safety-sensitive position following the violation.

A substance abuse professional can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months from the date the employee returns to duty. The Substance Abuse Professional can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the Substance Abuse Professional determines that additional testing is no longer necessary and is supported by the employer. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug use when the Substance Abuse Professional has reason to suspect other drug or alcohol use during the follow-up period.

H. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing

Alcohol testing shall be conducted by using an evidential breath testing devise (EBT) approved by the National Highway Traffic Safety Administration. Non-EBT devices may be used for initial screening tests.

A screening test shall be conducted first. This initial screening may be accomplished using a saliva test kit. If the result is an alcohol concentration level of less than 0.02 percent, the test is considered a negative test. If the alcohol concentration level is 0.02 percent or more, a second confirmation test using the EBT shall be conducted.

The procedures that shall be utilized by the lab for collection and testing of the specimen are attached hereto as Appendix "B".

2. Drug Testing

Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed for the following drugs:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines

- Opiates (including Heroin)
- Phencyclidine (PCP)

Drug testing will be conducted pursuant to the procedures set forth in Appendix "C"

I. REFUSAL TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST

As set forth in this Policy, a covered employee who refuses to submit to any required drug and/or alcohol testing shall be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

A job applicant who refuses to consent to a drug and/or alcohol test will be denied employment with the City of Moreno Valley. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination.

Where there is reasonable suspicion that the employee is then under the influence of drugs and/or alcohol, the manager or supervisor shall arrange for the employee to be safely transported home after the testing. An employee shall not be permitted to transport him/herself.

J. CONSEQUENCES OF FAILING A DRUG AND/OR ALCOHOL TEST

It is the employee's responsibility to inform the City if he/she has a substance abuse problem and needs assistance to solve the problem, prior to taking (and possibly failing) the drug and/or alcohol test.

A positive result from a drug or alcohol test may result In disciplinary action, up to and including termination in accordance with this policy.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive functions.

2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her drug or alcohol abuse. The City is not required to pay for this treatment

3. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed) that indicates an alcohol concentration level of less than 0.02 percent or a negative result on a controlled substances test.

4. Shall be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

K. ALCOHOL MISUSE OVERVIEW

A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. Alcohol is a drug. It is a central nervous system depressant that slows the body's functions. For some people, the use of alcohol can become addictive. The body develops a tolerance for alcohol, thus needing more of the drug to achieve the same effects. Once addicted to alcohol, the body experiences withdrawal symptoms when alcohol is not present in the bloodstream. Alcohol addiction, or alcoholism, is a disease. If left untreated, alcoholism is progressive as the damage to the body continues, and if unchecked may be ultimately fatal.

Alcohol misuse, alcohol abuse and alcoholism affect an individual's work performance. Alcohol, even in very small amounts, affects the user's judgment, reflexes, thinking ability, coordination, and attention. Alcohol is particularly dangerous when an individual needs to make a decision and act in an emergency or unfamiliar situation. Alcohol in a person's bloodstream affects one's ability to operate a vehicle or complex machinery, and to perform any safety-sensitive related tasks. Coming to work with a "hangover" also affects an employee's ability to perform. Hangover symptoms may include diminished clarity in thinking, tremors that reduce fine motor coordination, and flu-like feelings that decrease alertness and well being.

Alcohol misuse, alcohol abuse and alcoholism also affect an individual's personal and family life. Heavy alcohol drinkers have more illness and medical conditions requiring treatment. Financial and legal complications from excessive drinking are common problems. In the late stages of alcoholism, the individual's life is centered on alcohol; family, job, friends (except drinking buddies) are unimportant and ignored.

The following are indicators that alcohol may be a problem in an individual's life:

- Excessive use of Annual Leave because of heavy drinking or hangover.
- Monday and Friday absences from work; days before and after holidays.
- Making repeated promises to family/friends to "cut down" or stop drinking.
- Needing increasing amounts of alcohol to "feel good" or "get high."
- Morning shakes or tremors that are relieved by taking a drink.
- Being arrested for drunk driving.
- Refusing to participate in leisure activities where alcohol is unavailable.
- Experience periods of "blackout" when drinking (not remembering some events or situations that occurred while drinking).

- Mood swings and unreasonable resentments towards others.

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical or mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

A. SIGNS AND SYMPTOMS OF ALCOHOL USE

1. IMMEDIATE EFFECTS OF ALCOHOL

- Odor of alcohol on breath
- Initial stimulation followed by depressed nervous system.
- Flushed skin
- Glazed appearance of eyes
- Slowed reaction rate
- Slurred speech
- Dulled mental processes
- Lack of Coordination

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

2. CHRONIC AND LONG TERM HEALTH EFFECTS

The chronic consumption of alcohol that averages three or more servings per day of an alcoholic beverage over time may result in the following health hazards: (one serving of beer is 12 oz., one serving of wine is 6 oz., and one serving of 80 proof liquor is13 oz.)

- Nutritional deficiencies and sleeping difficulties
- Impaired short-term memory and the inability to concentrate
- Brain and nervous system damage
- Liver damage
- Digestive problems (gastric ulcers)

- Higher likelihood of stroke, coronary problems
- Disease of the pancreas and kidneys

- Birth defects in children of heavy-drinking women (up to 54 percent of all birth defects are alcohol related)

- Physical and psychological dependence (up to 10 percent of all people who drink alcohol become dependent on alcohol and can be termed "alcoholic.")

- Increased cancer of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma

3. ALCOHOL'S EFFECTS ON SOCIETY

- Two-thirds of all homicides are committed by people who drink prior to the crime.

- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.

- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.

- The rate of separation and divorce in families with alcohol dependency problems is seven times the national average.

- Forty percent of family court cases have alcohol-related problems.

- Alcoholics are 15 times more likely to commit suicide than other segments of the population.

4. WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage through the body.

- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.

- A person who is legally intoxicated is six times more likely to have an accident than a person who is sober.

5. CONFIDENTIALITY PROCEDURES FOR INTERNAL CONTROL

Laboratory reports or test results shall not appear in an employee's general personnel file. The Human Resources Department will keep information of this nature under their control in a separate confidential medical file. Supervisors, managers, and other staff with such knowledge are not to discuss or disclose the results of any employee's drug and/or

alcohol tests with other employees, except under approved reasons as delineated by City policy.
The Human Resources Director or designee may disclose reports or test results to City management on a strictly need-to-know basis and to the tested employee upon request.

Employee's confidentiality is also protected with regard to disclosure by supervisors of any over-the-counter or prescribed medications, when the employee has notified the supervisor of such use as mandated by this policy.

The City may disclose test results without the employee's consent only when:

a. The information is compelled by law or by judicial or administrative process;

b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;

c. The information is necessary to administer an employee benefit plan; or

d. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX B

Each employer shall establish an employee education and training program for all covered employees including:

A. EDUCATION

The education component shall include display and distribution to every covered employee of informational material for employee assistance, if available.

B. TRAINING

1. 1. **Covered employees.** Covered employees must receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use, including alcohol; on personal health, safety, and the work environment; and on the signs and symptoms that may indicate prohibited drug abuse.

2. 2. **Supervisors.** Supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, including alcohol, and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

   The local governing board of the employer or operator shall adopt an anti-drug and alcohol misuse policy statement. The statement must be made available to each covered employee, and shall include the following:

   a. The identity of the person, office, branch and/or position designated by the employer to answer employee questions about the employer's anti-drug use and alcohol misuse programs.

   b. The categories of employees who are subject to the provisions of this part.

   c. Specific information concerning the behavior and conduct prohibited by this part.

   d. The specific circumstances under which a covered employee will be tested for prohibited drugs and/or alcohol misuse under this part.

   e. The procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and

the integrity of the drug and alcohol testing process, safeguard the validity of the test results and ensure the test results are attributed to the correct covered employee.

f. The requirement that a covered employee submit to drug and/or alcohol testing administered in accordance with this part.

g. A description of the kind of behavior that constitutes a refusal to take a drug and/or alcohol test, and a statement that such a refusal constitutes a violation of the employer's policy.

h. The consequences for a covered employee who has a verified positive drug or confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR part 40.

i. The consequences, as set forth in FTA Part 655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04.

j. The employer shall inform each covered employee if it implements elements of an anti-drug use or alcohol misuse program that are not required by this part. An employer may not impose requirements that are inconsistent with, contrary to, or frustrate the provisions of this part.

Each employer shall provide written notice to every covered employee, and to representatives of employee organizations, of the employer's anti-drug and alcohol misuse policies and procedures.

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX C

A. ALCOHOL TESTING PROCEDURES

All testing will be conducted in accordance with alcohol testing procedures as required by 49 CFR.40 using the following procedures:

1. The employee arrives at the testing site.

2. If the employee does not arrive at the designated time for testing, the supervisor or designee will be contacted for instructions.

3. The I.D. of the employee to be tested is verified by examining a photo I.D. If the I.D. cannot be established, the Breath Alcohol Technician (BAT) will attempt to notify the employee's supervisor to establish a positive I.D. If that is not possible, the process stops.

4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present his/her I.D.

5. Once the employee's I.D. is established, Step 1 of the United States Department of transportation Breath Alcohol Testing Form (DOT) will be completed.

6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign; it is regarded as a refusal to take the test.

7. The employee shall be tested for alcohol using a saliva test kit or screening alcohol breath test. If test results are negative on this screening test, a copy of the DOT form will be completed noting the results, and a copy provided to the employee. One will be forwarded to the supervisor and one will be retained by the BAT.

8. If the screening test indicates an alcohol level greater than 0.02, an EBT test is required as follows:

    a. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Testing (EBT) device for the test.

    b. The employee will open an individually sealed mouthpiece in view of the BAT and attach it to the EBT according to instructions.

    c. The employee will blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.

d. The BAT completes Step 3 of the DOT testing form.

e. The employee will sign Step 4 of the DOT testing form stating that the information on the form is accurate and that the employee must not perform safety-sensitive duties or operate heavy equipment if the results are 0.02 or greater.

f. If the test results are less than 0.02 on this test, a copy of the form will be provided to the employee. The test process is complete and a copy will be forwarded to supervisor and one will be retained by the BAT. If the test results are greater than 0.02 on this test, an EBT confirmation test will be conducted as follows:

i. The BAT will explain that a confirmation test will be conducted.

ii. The employee must stay in the room observed for a fifteen (15) minute waiting period. During this period, the employee may not eat, drink, or put any object or substance into his/her mouth.

iii. The confirmation test will be conducted no less than fifteen (15) minutes after the initial EBT test, but within thirty (30) minutes of the completion of the initial list.

iv. The confirmation test will be completed according to Steps H-M of this procedure.

v. If the result of the confirmation test is different from the EBT screening test, the confirmation test will be considered the accurate result.

vi. If the results are still greater than or equal to 0.02 on the confirmation test, the BAT will contact the employee's supervisor for further instructions before releasing the employee from the test site.

vii. Employees with a reading of 0.02 or more are not to drive or engage in any safety-sensitive operations until further notice from their supervisor and in accordance with this policy.

viii. All results will be transmitted in conformity to confidentiality procedures outlined below.

B. DRUG TESTING PROCEDURES

1. The urine specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab.

2. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab.

3. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

4. If the test is positive for one or more drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis.

5. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City.

6. With all positive drug tests, the physician (a.k.a. medical review officer [MRO]) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX D

REASONABLE SUSPICION OBSERVATION FORM
(STRICTLY CONFIDENTIAL)

EMPLOYEE NAME: **DAY/TIME OF INCIDENT:**

SUPERVISOR #1 NAME: (Optional) **SUPERVISOR #2 NAME:** (Optional)

The following checklist is to be completed when an incident has occurred which provides reasonable suspicion that an employee is under the influence of a prohibited drug substance or alcohol. The supervisor(s) note all pertinent behavior and physical signs or symptoms, which lead you to reasonable belief that the employee has recently used or is under the influence of a prohibited substance. Mark each applicable item on this form and any additional facts or circumstances, which you have noted.

A. NATURE OF THE INCIDENT/CAUSE FOR SUSPICION

1. Observed/reported possession or use of a prohibited substance
2. Apparent drug or alcohol intoxication
3. Observed abnormal or erratic behavior
4. Arrest or conviction for drug-related offense
5. Evidence of tampering on a previous drug test
6. Other (e.g., flagrant violation of safety regulations, serious misconduct, fighting or argumentative/abusive language, refusal of supervisor instruction, unauthorized absence on the job). Please specify.

_____

_____

_____

B. UNUSUAL BEHAVIOR

1. Verbal abusiveness
2. Physical abusiveness
3. Extreme aggressiveness or agitation
4. Withdrawal, depression, mood changes, or unresponsiveness
5. Inappropriate verbal response to questioning or instruction
6. Other erratic or inappropriate behavior (e.g., hallucinations, disorientation, excessive euphoria, confusion). Please specify.

_____

_____

C. PHYSICAL SIGNS OR SYMPTOMS

1. Possessing, dispensing, or using controlled substance.
2. Slurred or incoherent speech.
3. Unsteady gait or other loss of physical control; poor coordination.
4. Dilated or constricted pupils or unusual eye movements.
5. Bloodshot or watery eyes.
6. Extreme fatigue or sleeping on the job.
7. Excessive sweating or clamminess to the skin.
8. Flushed or very pale face.
9. Highly excited or nervous.
10. Nausea or vomiting.
11. Odor of alcohol.
12. Odor of marijuana.
13. Dry mouth (frequent swallowing/lip wetting).
14. Dizziness or fainting.
15. Shaking hands or body tremors/twitching.
16. Irregular or difficult breathing.
17. Runny sores or sores around nostrils.
18. Inappropriate wearing of sunglasses.
19. Puncture marks or "tracks".
20. Other (Please specify.)

_____

_____

_____

D. WRITTEN SUMMARY

Please summarize the facts and circumstances of the incident, employee response, supervisor actions, and any other pertinent information not previously noted. Please note the date, times, and location of reasonable cause testing or note if employee refused test. Attach additional sheets as needed.

_____

_____

_____

_____

_____

Signature of Supervisor #1 Date/Time **Signature of Supervisor #2 Date/Time**

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy

APPENDIX E

I. THE CITY OF MORENO VALLEY DRUG AND ALCOHOL PROGRAM MANAGER (DPMA) AND DESIGNATED EMPLOYER REPRESENTATIVE (DER)

The City of Moreno Valley has designated the Human Resources Director or designee, as the Drug and Alcohol Program Manager (DAPM), and as the Designated Employer Representative (DER) to answer questions about the City of Moreno Valley's anti-drug and alcohol misuse programs.

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MV00105575

Personnel Rules and Regulations Revision Index **ATTACHMENT B**

The attached City of Moreno Valley Personnel Rules reflect changes due to the MOU's that were adopted during the past two years. For easy reference purposes, the format of the document and headings were changed to regular font and no line spacing, so that changes can be more easily seen. Fonts with ~~strikethrough~~ indicate that the wording is being deleted. Fonts that are in **bold** indicate that the wording is new added.

The following is an index of the pages and changes made.

Page Number	Change
i	Date of revision to personnel rules and adding "official employee" to the title of the personnel file name
iii	Added Section 7.05 Holiday Pay and Holiday Leave
iv	Added Section 9.40 Last Chance Employment Agreement
3	
5	Added Section 9.40 Last Chance Employment Agreement terms
6	Added 12 months limit to terms of temporary employment
7	Changed "Normally" to "Typically"
20	Changed "determined" to "approved"
21	Changed "must request" to "can obtain"
35	An employee who resigns from the City, and is rehired within one year of his/her rehire date, will receive the same employee benefits, and the City will pay the same share of CalPERS contributions, as prior to the separation
39	All over-time work must be pre-approved by the employee's manager
42	Section 7.05 Holiday Pay and Holiday Leave Lists the City's 11 legal holidays and explains how holiday pay is accrued and how it can be used Section 7.10 Annual Leave Deleted the word "holiday" as part of the combined banks used to calculate annual leave banks Deleted Section A and then renamed Sections B – H
43	Changed required amount of annual leave usage from 168 to 80 hours annually Removed all references to "holiday leave" Annual Leave reporting shall be done in ¼-of-an-hour increments for all employees
44	Annual Leave Donations approved by HR Director instead of City Manager Deleted sentence regarding annual leave donations being taken from forfeitable annual leave balances Annual Leave calculations now include any WSR used in a 40-hour workweek Annual Leave Accrual Rates updated to reflect holiday hours being removed from Annual Leave Bank.

A. Executive Team

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~14.77~~	**11.39**	~~384~~	**296**	~~2,080~~	**1,664**
6 – 10	~~16.31~~	**12.93**	~~424~~	**336**		
11+	~~17.85~~	**14.47**	~~464~~	**376**		

Deleted "including grandfathered amounts"

B. Division Management Employees

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~13.85~~	**10.47**	~~360~~	**272**	~~2,080~~	**1,664**
6 – 10	~~15.38~~	**12.01**	~~400~~	**312**		
11+	~~16.31~~	**12.93**	~~424~~	**336**		
DM's Hired Prior to 9/22/92	~~16.92~~	**13.55**	~~440~~	**352**	~~2,080~~	**1,644**

45 C. Professional/Administrative

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~13.09~~	**9.70**	~~340~~	**252**	~~2,080~~	**1,664**
6 – 10	~~14.62~~	**11.24**	~~380~~	**292**		
11+	~~15.54~~	**12.16**	~~404~~	**316**		
PAM's Hired Prior to 9/22/92	~~16.15~~	**12.77**	~~420~~	**332**	~~2,080~~	**1,644**
Added: **PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.**						

Deleted "including grandfathered amounts"

D. Non-Exempt

Years of Service	Accrual Rate per Pay Period		Hours per Year		Annual Leave Cap	
1 - 5	~~10.77~~	**7.39**	~~280~~	**192**	~~2,080~~	**1,664**
6 – 10	~~12.31~~	**8.93**	~~320~~	**232**		
11+	~~13.23~~	**9.85**	~~344~~	**256**		
NE's Hired Prior to 9/22/92	~~13.85~~	**10.42**	~~360~~	**272**	~~2,080~~	**1,644**

Section 7.15 Grandfathered Leave Balances
Added policy date of December 14, 2007
Sick Leave shall be referred to as "Grandfathered Sick Leave" and are considered "frozen" sick leave hours
Added the word "frozen"
Changed "an" to "a"
Deleted "not" added "only"
Added "if the employee is on approved FMLA leave"
46 Added formula options for Grandfathered Sick Leave balances at time of retirement
Changed "separation" to "retirement"

	Added that employees who do not retire under the City's CalPERS contract at the time of separation shall forfeit 40% of their frozen sick leave
	Added that an employee absent for three consecutive working days due to illness or injury may access their frozen sick leave bank. In order to do so, employee must complete a Leave of Absence Request Form and submit it, along with a physician's certification of inability to perform required duties to their supervisor and executive manager for approval
	Changed 2080 to 1664 hour annual leave cap
	Section 7.20 Annual Leave Cash Out Upon Separation and Retirement
	Changed separating employees are entitled to payment for "80%" to "100%" of their unused annual leave balance
	Deleted sentence regarding 20% of annual leave being forfeited
	Deleted Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15
	Changes employees retiring from the City
	Changed retiring employees are entitled to payment for "80%" to "100%" of their unused annual leave balance
	Deleted sentence regarding 20% of annual leave being converted to PERS service credit
48	Deleted sentence, "If she chooses to remain away from work longer, she must apply for family leave."
49	Changed "shall" to "may" and added "Frozen Sick Leave, and then any other accrued leave available, such as"
	Changed "continuing" to continue"
53	Section 7.60 On-the-Job Injuries and Workers' Compensation Coverage
	Added "fully paid Workers' Compensation Leave (i.e., equal to the employee's regular base pay compensation, including reduced pay due to furlough pay reduction"
	Deleted "a sum which, when added to the amount of temporary disability payment, will result in a payment equal to such an employee's regular compensation"
	Added "receive"
	Added "through the City's Long Term Disability Plan"
	Added sentence stating that if an employee is unable to return to work due to a permanent disability and retires under CalPERS benefits, the employee may also be eligible for long-term disability plan benefits
54	Added sentence stating that if an employee is still unable to work after one year, the City may initiate processing a PERS disability retirement application on behalf of the employee
55	Added "or medical Retirement"
63	Added Section 9.40 Last Chance Employment Agreement
	Changed "9.40" to "9.45"
64	Changed "9.45" to "9.50"
	Changed "9.50" to "9.55"
	Changed "9.55" to "9.60"

76	Section 13.15 Access to Files Changed "Finance" to Financial and Administrative Services"
78	Section 14.05 Benefit Bank Added "to the extent permitted by the provisions of the benefit plan carriers" Changed "two (2) weeks of any change of active status" to "sixty (60) days as defined by CalPERS
80	Section 14.15 Post Retirement Medical Benefits
81	Deleted "an insurance/annuity program chosen by the MVCEA" Added "the Benefit Bank" Added "under the CalPERS retirement benefits system with a minimum of" and deleted "after at least" Section 14.25 City Retirement Plan Added "for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009." Added "hired prior to July 1, 2009" Added "Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution." Added "hired prior to July 1, 2009" Added "Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution."
82	Added section "D" Section 14.35 IRC Section 457 Plan Changed requests for emergency/hardship withdrawal will now be made directly to the 457 plan provider and not to Human Resources 14.36 IRC Section 401A Plan Deleted "Open Enrollment is the only opportunity to join the plan." Changed Eligible employees who want to enroll must do so within the first 30 days of hire, or during the annual open enrollment period. Added PAM-Confidential employees receive $750.10 per fiscal year (28.85 per pay period) in a City sponsored 401(a) Plan.
83	14.40 Life Insurance Added section "D" Changed $11,000 to $14,000

84	Added to Section "B" regarding paid vs. unpaid leave in relation to annual leave accruals, FMLA leave, health insurance and COBRA disability retirement options.
85	Section 15.05 Stand-by Deleted "seven (7) consecutive calendar days a" Added "period of days" Deleted "Friday at 4:00 p.m. Added "at the time and on the day determined by the departmental coverage requirements and as approved by the employee's manager. Under some circumstances the period is not a seven consecutive day period." Added current Stand-by Pay amounts
86	15.16 Safety Equipment Added "an", "stipend" Deleted "vouchers with a local vendor" Added "The City provides uniforms for employees in the Security Guard job classification.
87	Section 16.25 Seminars and Conferences Section "A" Changed Finance to "Financial and Administrative Services"
88	16.30 Tuition Reimbursement Added "pre", "accredited", "up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30)" Added that courses must be part of a recognized degree or related to the employee's current job; and the school offering the program must be an accredited school recognized by the U.S. Department of Education or authorized accrediting organization, e.g. WASC Deleted "leading to an Associate's degree, undergraduate or graduate degree"

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MV00105581

CITY OF MORENO VALLEY
PERSONNEL RULES & REGULATIONS
REVISED ~~FEBRUARY 2009~~, **May 2011**

Please complete this form and return to Human Resources. If you have any questions regarding the Personnel Rules & Regulations, please contact the Human Resources Department at extension 3045.

On _____, I received a copy of the City of Moreno Valley's, ~~February 2009~~ **May 2011**, Revised Personnel Rules & Regulations, and I have had an opportunity to ask questions and discuss the information. I understand that a copy of this acknowledgement form will be placed in my central **official employee** personnel file, located in the Human Resources Department.

Employee Name (Please Print): _____

Employee Signature: _____

Department/Division: _____

. . . . . .

Human Resources Department Use Only

Date Returned: _____

Received by: _____

CITY OF MORENO VALLEY
PERSONNEL RULES AND REGULATIONS
REVISED ~~February 2009~~ **May 2011**
TABLE OF CONTENTS

SECTION 1: GENERAL PROVISIONS
1.05 Authority 1
1.10 Objectives 1
1.15 Interpretation 1
1.20 Definition of Terms 1
1.25 Administration of the Personnel System 7
1.30 Contracts for Special Services 7
1.35 Application and Exceptions 8
1.40 Adoption and Amendment of Rules 9
1.45 Validity of Rules (Severability) 9
1.50 Violation of Rules 9
1.55 Conflicts of Interest and Acceptance of Gifts and Other Gratuities 9
1.60 Incompatible Employee Activities 10
1.65 Political Activities 10
1.70 Safety and Health 11
1.75 Drug and Alcohol Free Workplace Policy 12
1.80 Equal Employment Policy 13
1.85 Discrimination and Anti-Harassment Policy 13
1.90 Workplace Violence Policy 15
1.95 Smoking Policy 16
SECTION 2: CLASSIFICATION AND SALARY PLAN
2.05 Preparation, Adoption, and Amendment of Classification Plan 17
2.10 Allocated Positions 17
2.15 New Positions 17
2.20 Classification Manual 17
2.25 Preparation of Salary Schedule 17
2.30 Appropriate Salary Level 17
2.35 Benefit Plan 18
SECTION 3: TYPES OF APPOINTMENTS
3.05 Types of Appointments 19
3.10 Emergency Appointments 19
3.20 Acting Pay 19
3.25 Transfer 20
3.30 Promotion 21
3.35 Demotion 21
3.40 Reclassification 21
3.45 Layoffs, Reduction in Force, Recall 23

SECTION 4: RECRUITMENT AND SELECTION

4.05 Equal Employment Goals and Policies 26
4.10 Personnel Requests 26
4.15 Job Announcements 26
4.20 Personnel Applications 27
4.25 Recruitment 27
4.30 Evaluation of Applications 28
4.35 Candidates' Examination Inspection 28
4.40 Veterans' Points 29
4.45 Nepotism Policy 29
4.50 Driving Safety Check 31
4.55 Eligibility Lists 31
4.60 Final Decisions of Selection 32
4.65 Pre-Employment Physical 32
4.70 Employment Eligibility Verification 33
4.75 Probationary Period 33
4.80 Criminal Conduct – Ineligibility for Employment 33
4.85 Fingerprinting 34
4.90 Resignation 34
4.95 Rehire 34
SECTION 5: PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS
5.05 Salary at Appointment 35
5.10 Employee Performance Evaluation 35
5.15 Progression on Merit Pay 36
SECTION 6: ATTENDANCE AND HOURS OF WORK
6.05 Workweek and Overtime 38
6.06 Overtime Compensation 38
6.08 Compliance with Fair Labor Standards Act 39
6.10 No Guarantee of Hours 39
6.15 Stand-by and Call-back Policy 39
6.20 Time Sheets 39
6.25 Constructive Resignation 40
6.30 Lunch and Break Policy 40
SECTION 7: LEAVES
7.05 Holiday Pay and Holiday Leave
7.10 Annual Leave 41
7.15 Grandfathered Leave Balances 44
7.20 Annual Leave Cash Out Upon Separation and Retirement 45
7.30 Bereavement Leave 45
7.35 Jury Duty and Witness Leave 46
7.40 Pregnancy Disability Leave 46
7.45 Family Care and Medical Leave 47
7.50 Leave of Absence Without Pay 49
7.55 Military Leave 50
7.60 On-the-Job Injuries and Workers' Compensation Coverage 51

7.65 Voting Leave 54

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES
8.05 General Statement of Policy 55
8.10 Customer Service Policy 55
8.15 Unlawful Discrimination 55
8.20 Standards of Conduct 55
8.25 Objective of Disciplinary Guidelines 56
8.30 Major and Minor Offenses 57
8.35 Levels of Offenses 57
SECTION 9: DISCIPLINARY ACTIONS
9.05 Definition of Disciplinary Action 62
9.10 Informal Discussion 62
9.15 Formal Warning 62
9.20 Written Reprimand 62
9.25 Disciplinary Suspension 62
9.30 Reduction in Pay 63
9.35 Demotion 63
9.40 Last Chance Employment Agreement 63
9.4**5**~~0~~ Dismissal 63
9.**50**~~45~~ Resignation – An Alternative to Disciplinary Action 64
9.5**5**~~0~~ Documentation of Disciplinary Action 64
9.**60**~~55~~ Employee Representation 64
SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS
10.05 Actions That Are Not Appealable 65
10.10 Disciplinary Action Subject to Skelly Procedure 65
10.15 Administrative Suspensions with Pay 65
10.20 Skelly Procedure/Due Process 65
10.25 Appeal of Department Head's Decision 66
10.30 Amended Notice of Disciplinary Action 67
SECTION 11: APPEALS HEARING PROCESS
11.05 Selection of a Hearing Officer 68
11.10 Scheduling the Hearing 68
11.15 Hearing Representation 68
11.20 Recordation of Hearing 69
11.25 Hearing Expenses 69
11.30 Hearing Procedure 69
11.35 Hearing Officer's Recommendation 69
11.40 City Manager's Decision 70
SECTION 12: GRIEVANCES
12.05 Matters Subject to Grievance Procedures 71
12.10 Matters Not Subject to Grievance Procedures 71
12.15 Freedom from Reprisal 72

12.20 Consolidation 72

12.25 Resolution 72
12.30 Withdrawal 72
12.35 Resubmission 72
12.40 Employee Representation 72
12.45 Miscellaneous 72
12.50 Informal Grievance Procedure 73
12.55 Formal Grievance Procedure 73
12.60 Time Limits 74
SECTION 13: EMPLOYEE RECORDS AND FILES
13.05 Personnel Files 75
13.10 Documents in Personnel Files 75
13.15 Access to Files 76
13.20 Disclosure of Information 76
13.25 Changes-in-Status 76
13.30 Application Retention 77
13.35 Destruction of Personnel Records 77
BENEFIT POLICIES
SECTION 14: EMPLOYEE BENEFIT POLICIES
14.05 Benefit Bank 78
14.10 Management Package 79
14.12 Auto Allowance 80
14.15 Post Retirement Medical Benefits 80
14.20 PERS Medical Coverage for Retirees 81
14.25 City Retirement Plan 81
14.30 IRC Section 125 Plan 82
14.35 IRC Section 457 Plan 82
14.36 IRC Section 401A Plan 82
14.40 Life Insurance 83
14.45 Disability Insurance 83
14.50 Unemployment Compensation 84
14.55 Employee Assistance Program (EAP) 84
14.60 Medicare 84
SECTION 15: SPECIAL COMPENSATION
15.05 Stand-By 85
15.10 Call-back 86
15.15 Bilingual Pay 86
15.16 Safety Equipment 86
SECTION 16: TRAINING
16.05 Training 87
16.10 In-House Training 87

16.15 Departmental Training 87

16.20 Training Courses 87
16.25 Seminars and Conferences 87
16.30 Tuition Reimbursement 88
16.35 Training and Travel Reimbursement 88
DRUG AND ALCOHOL FREE WORKPLACE POLICY
APPENDIX A
Testing for Alcohol and Drugs 90
A. Employee Responsibilities 90
B. Management Responsibilities 92
C. Enforcement 93
D. Physical Examination and Procedure 93
E. Results of Drug and/or Alcohol Analysis 94
F. Confidentiality 94
SUPPLEMENT TO THE DRUG AND ALCOLOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS
A. Employee Questions 95
B. Covered Employees 95
C. Covered Commercial Vehicles 95
D. Safety-Sensitive Functions 96
E. Prohibited Conduct 96
F. Consequences for Employees Found to Have Alcohol 98
G. Circumstances Under Which Drug and/or Alcohol Testing will 98
Be Imposed On Covered Employees
H. Procedures to be Used for Detection of Drugs and Alcohol 101
I. Refusal to Submit to a Drug and/or Alcohol Test 102
J. Consequences of Failing a Drug and/or Alcohol Test 102
K. Alcohol Misuse Overview 102
ALCOHOL FACT SHEET 104
A. Signs and Symptoms of Alcohol Use 104
1. Immediate Effects of Alcohol 104
2. Chronic and Long Term Health Effects 104
3. Alcohol's Effects on Society 105
4. Workplace Issues 105
5. Confidentiality Procedures for Internal Control 105
APPENDIX B 107
Employee Education and Training Program 107

A. Education 107

B. Training 107
APPENDIX C 109
Testing will be Conducted in Accordance with Alcohol Testing 109
Procedures as Required by 49 CFR.40
A. Alcohol Testing Procedures 109
B. Drug Testing Procedures 110
APPENDIX D 112
Reasonable Suspicion Observation Form 112
APPENDIX E 114
Drug and Alcohol Program Manager (DAPM) and Designated Employer 114
Representative (DER)

PERSONNEL RULES AND REGULATIONS
REVISED February **May 2009 11**
SECTION 1: GENERAL PROVISIONS
1.05. AUTHORITY
The City Council of the City of Moreno Valley is authorized and directed under the Municipal Code and the provisions of Section 1.40 of these Rules to adopt rules for the administration of the City's personnel system.
1.10 OBJECTIVES
The objectives of these Personnel Rules are to facilitate efficient and effective services to meet public needs as well as provide for an equitable system of personnel management in municipal government.
These Rules shall set forth in detail procedures which ensure fair and equitable treatment for those who compete for original employment and promotion within City employment and define many of the obligations, rights, privileges and prohibitions which are placed upon all employees in the competitive service of the City.
1.15 INTERPRETATION
Within the limits of administrative feasibility, the City Manager shall be responsible for the interpretation of these Rules in cases where the proper application of a rule or any portion thereof is not clearly ascertainable. When such interpretation is required, the result shall be in harmony with the objectives set forth above.
1.20 DEFINITION OF TERMS
All words and terms used in these Rules and in any ordinance or any resolution dealing with Personnel Rules and Regulations shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, the following words and terms most commonly used are defined.
Anniversary Date: The date when the employee last completed probation. If an at-will employee, the date the employee was hired to the most recent position.
Except as specifically provided in these Rules, any non-probationary employee who takes an authorized leave of absence without pay shall have his or her anniversary date extended the same amount of time as his or her period of leave.
Appointing Authority: The City Manager or designee who, in his or her individual capacity, has the final authority to appoint a person to a position of employment.
Appointment: The designation of a person to fill a position of employment.
At-Will Employee: A probationary employee, temporary employee, seasonal employee or contract employee, who does not hold career status.

Career Employee: A permanent employee hired for an indefinite term into a budgeted

position, who is regularly scheduled to work no less than one thousand (1,000) hours per year, has successfully completed his or her probationary period, and has been retained as provided in these Rules.
City: The City of Moreno Valley.
City Manager: The City's Chief Executive Officer.
Classification: A certain group of job positions with the same title, salary range, and benefit package.
Classification Manual: A document containing the class specifications for all City positions as approved by the City Manager or designated official.
Classification Plan: A listing of the duties and responsibilities of all City positions, as determined by the City Manager and adopted by the City Council.
Classification Roster: A listing of all City positions including the title and benefit category contained in the annual fiscal year budget, as determined by the City Manager and adopted by City Council.
Compensatory Time: Time accrued or taken off from work with pay, in lieu of paid overtime compensation.
Competitive Service: The merit system whereby City employees are hired and promoted through a competitive process based upon objective standards of merit to assure fair consideration in all aspects of employment/promotion.
Contractual Employee: An employee hired and paid pursuant to the terms and conditions of a specified written contract between such an employee and the City.
Days: Calendar days unless otherwise stated.
Demotion: The voluntary or involuntary transfer of an employee from one classification to another classification with a lower salary or to a lower step in a classification or hierarchy of positions.
Department Head: One who functions directly under the authority of the City Manager, has direct responsibility for a particular department, and manages its staff, policies and budget.
Dependent: A covered person who relies on another person for support; or obtains health coverage through a spouse, domestic partner, parent, grandparent, or legal guardian. **For the purpose of insurance eligibility, an eligible dependent is defined as: spouse, registered domestic partner, child, economically dependent child, and adult children up to age 26.**
Direct Appointee**:** A person occupying a position in the City employment selected by the City Council or City Manager. Direct Appointees include the City Manager, Assistant City Manager, City Clerk, City Treasurer, City Attorney, and any assistant or deputies to the City Manager, City Clerk, City Treasurer, City Attorney and Department Heads.
Disciplinary Action: The discharge, demotion, reduction of pay, suspension, placing on probation, or the issuance of a **last chance employment agreement,** written reprimand, or formal warning, or any other action for punitive, corrective, or disciplinary reasons.

Disciplinary Suspension: A disciplinary action that temporarily separates an employee

from City service without pay.
Dismissal: The discharge of an employee by the City from City employment.
Division Manager: Division Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.
Domestic Partner: As defined by state law and registered accordingly.
Elected Official: The Mayor and members of the City Council. Members of commissions and advisory bodies appointed by the City Council or City Manager shall be included in this definition for use in the Rules only.
Eligibility List: A list of all persons eligible for appointment to a particular classification after final testing/interviews as determined by the Human Resources Director.
Emergency Appointment: An appointment made to meet immediate requirements of an emergency condition, such as fire, flood or earthquake, which threatens life or property, where such employment is not anticipated to endure beyond the duration of such an emergency period.
Employee: A person occupying a position in the City employment providing services to the City or its residents. This excludes City Council Members, commissioners, members of advisory boards, positions appointed directly by the City Council, independent contractors and outside contractors.
Employee Assistance Program (EAP): A health and wellness benefit which allows an employee or a member of his or her family to receive personal counseling at City expense, subject to certain limits and available funds.
Employee Relations Officer: The City Manager-designated officer who administers the City's employee relations as defined in Employee Relations Resolution #92-110. The designated Employee Relations Officer functions under the authority of the City Manager.
Executive Management: Department Heads and those who qualify for executive exemption under FLSA and for a certain benefits package.
Fair Labor Standards Act (FLSA): The Federal Law, which guarantees employees certain minimum wages and time and one-half overtime standards.
Fiscal Year: A twelve-month period from July 1 to June 30 in which the City plans, budgets, appropriates, and expends its funds.
Flexible Work Schedule: A City Manager-approved variation from the standard daily work hour schedule of 8:00 a.m. to 5:00 p.m.
Full-time Employee: An employee who is regularly scheduled and expected to work forty (40) hours or more during a workweek.
Furlough: A Management-dictated, mandatory, reduced working period implemented to save City funds during difficult economic times.

General Non-Exempt Employee: An employee who is not exempt from the pay and

overtime provisions of FLSA and who qualifies for a certain benefits package.
Human Resources Officer: The City Manager-designated officer, known as the Human Resources Director, who administers the City's personnel system. The designated Human Resources Officer functions under the authority of the City Manager.
In-House Competitive Examination: A type of examination open only to City employees meeting the minimum qualifications for a particular classification.
Immediate Family Member: Mother, father, spouse, domestic partner, natural/step children, children of domestic partner, mother-in-law, father-in-law, brother, or sister, grandparent and grandchild. Step-parents may be included depending on the current situation.
Insubordination: This occurs when an employee refuses a lawful order from a supervisor. Three elements should exist: (a) the employee understood the instructions and consequences of failing to follow the order; (b) the order was in line with the employee's duties; and (c) there was no safety reason for the employee to refuse the order.
Interim Employee: An employee who is appointed to a career classification on an acting or temporary basis pending completion of the recruitment process, issuance of an eligibility list, and filling the classification.
Last Chance Employment Agreement: is an agreement between the City, an affected employee and a bargaining unit representative. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations — usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.
Lead Worker: A working daily supervisor who typically schedules, assigns, trains, monitors, and evaluates the work of a crew or group of employees. Additionally, a lead worker performs the more difficult and responsible tasks assigned to classifications within that classification series.
Leave of Absence Without Pay: A period of time during which an employee may take time off without receiving compensation or benefits, unless otherwise stated in these Rules.
Limited Term: An employee hired for a definite term based on the funding available and/or workload requirements.
Merit Salary Increases: The increase of an employee's salary within the salary range established for the classification the employee occupies, resulting from satisfactory job performance, which is based on performance or merit, not solely on longevity.
Misconduct: Any act or unsatisfactory job performance which may be subject to disciplinary action.
Modified Work Schedule: Any work pattern schedule other than a usual 8 to 5 schedule as approved by the City Manager.
Open Competitive Examination: A type of examination open to applicants meeting the minimum qualifications for a particular position.

Overtime: The time which an employee is required or permitted to work beyond the

number of hours prescribed for a full-time employee in that classification. Overtime compensation, taken as paid time or as compensatory time, shall be authorized as provided in Section 6.05.

Part-time Employees: The City has three (3) types of part-time employees; career part-time, temporary or seasonal, and crossing guards.

A. Career Part-Time Employee: An employee who works a minimum of twenty (20) scheduled hours per week on a permanent basis.

B. Temporary or Seasonal Employee: An employee, other than a contract employee, who is scheduled to work no more than 1,000 hours in a calendar year, **no more than twelve continuous months,** or one for whom there is no Council-authorized position **and no employee benefits.**

C. Crossing Guard: An employee hired as a regular or an alternate crossing guard. A regular crossing guard shall have a usual post near a school site. An alternate or substitute guard shall relieve any regular crossing guard in the case of absence.

Performance Assessment Review (PAR): This is the performance evaluation tool for the City's career employees, wherein performance is evaluated and rendered at three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date.

Permanent Disability: A medical disability which will indefinitely prevent the employee from performing his/her essential job duties without creating unreasonable endangerment to health and safety or inefficiency of the employee or others.

Personnel Ordinance: Chapter 2.30 of the City's Municipal Code, authorizing the establishment of a personnel system for the City.

Position: A specific job assigned to a job classification.

Probationary Employee: An employee who is serving his or her probationary period.

Probationary Period: A working test period which is part of the selection process, during which an employee is required to demonstrate his or her fitness for the position to which assigned. Before an employee may promote, they must successfully complete original probation.

Professional/Administrative/Management Employee: An employee who qualifies for the executive (Professional/Administrative/Management) exemption under FLSA and for a certain benefits package.

Promotion: The advancement of an employee from one classification to another classification having a higher salary range.

Reclassification: The reassignment from one classification description, or status to a different classification description, or status in accordance with a re-evaluation of the

minimum qualifications, duties, and responsibilities of the position in question. Simple

title changes are not reclassifications.
Reduction in Force (RIF): A layoff in the work force.
Resignation: The voluntary separation by an employee from City employment.
Rules: These Personnel Rules, as they may be amended periodically.
Salary Schedule: The listing of the salary ranges and steps for all defined City classifications.
Salary Range: The range of pay an employee can earn while employed in a particular classification.
Seniority: The length of an employee's continuous service in a City career position.
Staffing Plan: The classification titles, salaries and number of allocated positions in a department or division for a designated fiscal year, as determined by the City Manager and adopted by City Council in the annual budget document.
Standards of Conduct: Those rules which are intended to govern the actions of City employees during their course of employment with the City with respect to the employee's job performance.
Supervisor: Performs full scope of supervisory duties including hiring, training, planning, scheduling, disciplining, and evaluating the work of several crews and/or work units of staff.
Temporary Employee: *(See Part-time Employees)*
Termination: The separation of an employee from City service because of retirement, resignation, permanent disability, death or dismissal.
Transfer: The change of an employee from one department or division to another department or division without changing the employee's salary and usually within the same classification.
Workweek: A regularly recurring period of seven (7) consecutive twenty-four (24) hour days beginning at 12:01 p.m. on Friday and concluding at 12:00 noon the following Friday.
Y-Rate of Pay: The Y-rate of pay shall exist when an employee's salary is frozen at the then current level until such time as the commencing salary at the Y-rate, taken together with subsequent general salary increases, equals or exceeds the employee's salary at the Y-rate. This may occur in situations where an employee is reclassified, voluntarily demoted, or as otherwise stated in these Rules. ~~Normally~~**Typically**, benefits will not be Y-rated.

The City Manager shall administer the City personnel system and may delegate any of the powers and duties related thereto to any other officer or employee of the City or may recommend that such powers and duties be performed under contract as provided in Section 1.30 of these Rules. The City Manager shall:

A. Act as the appointing authority for all City employees except those officers and employees directly appointed by the City Council.

B. Administer all of the provisions of these Personnel Rules except as specifically reserved to the City Council.

C. Prepare and recommend to the City Council any appropriate Personnel Rules and revisions to such Rules.

D. Prepare or cause to be prepared, and revise as appropriate, a position classification schedule, including class specifications.

E. Have the authority to discipline City employees in accordance with these Personnel Rules.

F. Provide for the publishing or posting of notices of examinations for positions in the competitive service; the flexibility to waive certain job stated qualifications for good cause when it is in the best interests of the City; the receiving of applications therefore; the conducting and grading of examinations; the establishment of a list of all persons eligible for appointment to the appropriate position in the competitive service; and the performance of any other duty which may be desirable or required for the effective implementation of these Rules.

G. Appoint employees on a temporary or seasonal basis without competitive examination.

H. Determine standardized daily work hours and schedules and approve variations to the standard schedule.

1.30 CONTRACTS FOR SPECIAL SERVICES

The City Manager may contract for the performance of technical services in connection with the establishment or operation of the personnel system. In addition, the City Manager may determine the circumstances under which it is in the best interests of the City to contract for such services, and to enter into contracts for such services with City Council approval. The contract may be with any qualified person or public or private agency for the performance of any or all of the following:

A. The preparation of Personnel Rules and subsequent revisions and amendments.

B. The preparation of a position classification plan, and subsequent revisions and amendments.

C. The preparation, conduct, and grading of qualifying tests.

D. The conduct of employee training programs.

E. Special and technical services of advisory or informational character on matters relating to personnel administration.
F. Professional services.
1.35 APPLICATION AND EXCEPTIONS
A. These Rules shall apply to all offices, positions, and employments in the service of the City, as defined in Section 1.20 of these Rules, with the exception of the following:
1. Members of the City Council and other elected officials. However, only the following provisions of the Rules shall apply to the City Council and other elected officials: 1.65 Political Activities; 1.75 Drug and alcohol Free Workplace; 1.80 Equal Employment Policy; 1.85 Discrimination and Anti-Harassment Policy; 1.90 Workplace Violence Policy; 1.95 Smoking Policy; 4.50 Driving Safely Check; 7.60 On-The-Job Injuries and Workers' Compensation Coverage; 13.15 Access to Files (access as specified in Section 13.15); and 13.20 Disclosure of Information.
2. Members of commissions and advisory bodies appointed by the City Council or City Manager.
3. Direct appointees of the City Council, including the City Manager, City Clerk, City Treasurer, City Attorney, and any assistant or deputies to the City Attorney. An employee who also holds the position of City Treasurer shall not be excluded from the Rules, unless he or she has entered into an employment agreement pursuant to sub-section "F" herein. The following provisions of the Rules shall specifically apply to Direct Appointees: 1.55 Conflicts of Interest and acceptance of Gifts and other Gratuities; 1.60 Incompatible Employee Activities; 1.65 Political Activities; 1.75 Drug and alcohol Free Workplace; 1.80 Equal Employment Policy; 1.85 Discrimination and Anti-Harassment Policy; 1.90 Workplace Violence Policy; 1.95 Smoking Policy; 4.50 Driving Safely Check; 4.65 Pre-Employment Physical; 4.70 Employment Eligibility Verification; 4.80 Criminal Conduct – Ineligibility for Employment; 4.85 Fingerprinting; 7.00 Leaves; 7.60 On-The-Job Injuries and Workers' Compensation Coverage; 13.15 Access to Files; 13.20 Disclosure of Information; and 14.00 Employee Benefit Policies.
4. Volunteer personnel, such as volunteer fire protection personnel, and others who provide services to the City without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the City).
5. Outside and independent contractors, engaged to provide expert, professional, technical, or other services.
6. Employees who have entered into an employment agreement with the City, unless otherwise specified in an employment agreement.
B. These Rules, with the exception of Sections 8-12 inclusive, shall apply to the following employees, who serve at the pleasure of their respective appointing authorities and are considered "at will" employees:
1. Emergency employees, such as those hired to meet immediate needs of an emergency condition (i.e., fire, flood or earthquake) which threatens life or property.
2. Employees who are considered temporary or seasonal.
3. Other non-career employees who are not specifically mentioned in Section 1.35 of these Personnel Rules.
4. Alternate Crossing Guards.

5. Volunteers and Interns.

C. The crossing guard manual contains specific personnel policies for crossing guards. It is an extension of these rules. Violations of those written policies are also considered violations of these rules as well.

1.40 ADOPTION AND AMENDMENT OF RULES

Pursuant to the Personnel Ordinance, the City Council may adopt Personnel Rules to provide for the implementation of a personnel system for City employees. Recognized employee organization-proposed amendments to these Rules shall be submitted to that organization for review and recommendation prior to submittal to the City Council. Advance notice and an opportunity to meet and confer shall be given to recognized employee organizations concerning any amendments which affect matters subject to meet and confer such as, wages, hours, and other terms and conditions of employment. Upon request, the Human Resources Director shall provide the opportunity for review and comment and consult with any recognized employee organization so requesting prior to consideration by the City Council.

As provided in Section 3500 et seq. of the California Government Code, in cases of emergency, when the City Council determines that amendment(s) to these Rules must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of the amendment(s). Amendments shall become effective upon adoption by the City Council or at such other time as the adopting resolution may provide.

With the written approval of the City Manager, Department Heads may promulgate rules not in conflict with these Rules for the effective and efficient operation of their departments.

1.45 VALIDITY OF RULES (SEVERABILITY)

If any section, subsection, sentence, clause, phrase or portion of these rules is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these rules. The City Council of Moreno Valley hereby declare that it would have adopted these rules and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

1.50 VIOLATION OF RULES

Violation of these Rules may be grounds for disciplinary action, subject to the applicable appeals procedure provided herein.

1.55 CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS AND OTHER GRATUITIES

City employees should serve the needs and respond to the wishes of all citizens equally without regard to their personal gain. City employees should perform their duties in an

impartial manner, free from bias caused by their own financial interests or the financial

interests of other persons. Therefore, it is the policy of the City of Moreno Valley that all City employees shall avoid situations which might be interpreted as involving or creating a conflict of interest between the employee's duties and responsibilities as a public employee, and the employee's personal and private interest.

Employees should not take part in the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee should disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such matter.

The acceptance of gifts, favors, or any form of compensation or gratuity may be viewed as influencing or compromising or attempting to influence or compromise the judgment of an employee. To prevent such a conflict, employees shall discourage any offer of a gift, favor or any form of compensation or gratuity. Gifts that can and will be shared with office staff, such as boxes of candy, flowers, and food, may be viewed as exceptions.

Being hosted by a City contractor or potential City contractor is not a conflict of interest, provided that all financial disclosure laws and regulations are complied with.

Employees who receive or are offered an unanticipated gift, favor or gratuity, should consult their Department Head to determine an appropriate response to the donor.

City employees shall not solicit or accept donations for City sponsored events unless waived for specific events by express written authorization of the City Manager.

1.60 INCOMPATIBLE EMPLOYEE ACTIVITIES

During an employee's work day, the employee is expected to devote his or her full time, attention and efforts to the performance of his or her assigned duties as a City employee. At no time shall any outside employment or activity be conducted on City time. No employee shall engage in any employment, outside activity, or enterprise which is inconsistent, incompatible, in conflict with, or interferes with his or her ability to perform the duties, functions, or responsibilities of his or her position as a City employee, nor shall he or she engage in any outside activity which may directly or indirectly contribute to the lessening of his or her effectiveness as a City employee. Employees who undertake outside employment shall notify their immediate supervisors in writing of the nature, duties, and hours of that employment before undertaking such employment, including military service in the Reserves or Guard.

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly permitted by the City Manager, Federal or State law, Memorandum of Understanding, or City Council directive.

1.65 POLITICAL ACTIVITIES

No restrictions shall be placed on the political activities of any employee of the City of Moreno Valley other than the following.

A. No person who holds, or who is seeking election or appointment to, any office or

employment with the City shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person, or to aid or obstruct any individual person in securing, or to prevent any individual person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the City, upon consideration or condition that the vote or political influence or action of such a person or another shall be given or used on behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration (Government Code 3204).

B. No employee shall directly or indirectly solicit political funds or contributions from other employees of the City. Employees, however, are not prohibited from requesting political funds or contributions to a significant segment of the public which may include officers or employees of the City (Government Code 3205).

C. No one who holds, or who is seeking election or appointment to, any office shall, directly or indirectly, offer or arrange for any increase in compensation or salary for an employee of a state or local agency in exchange for, or a promise of, a contribution or loan to any committee controlled, directly or indirectly, by the person who holds, or is seeking election or appointment to office. (Government Code 3205.5)

D. No employee shall participate in any political activities while in uniform (Government Code 3206)

E. No employee shall engage in political activity during working hours or on City premises (Government Code 3207).

F. No employee shall engage, during his or her working hours, in the solicitation or receipt of political funds or contributions to promote the passage or defeat of any ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of the employees of the City; nor shall entry be permitted on City premises during working hours for such purposes (Government Code 3209).

1.70 SAFETY AND HEALTH

Each employee shall comply with all applicable safety laws, rules, and regulations. All employees shall follow safety practices, use personal protective equipment as required, render every possible aid to safe operations, and report to proper authority all unsafe conditions or practices.

A. Management may request a fitness-for-duty examination and repeat examinations as necessary to safeguard the employee and co-workers when there is a concern about an employee's ability to perform his or her job, based on the observations of a supervisor, manager, or physician. Specific reasons for the fitness-for-duty request must be stated.

1.75 DRUG AND ALCOHOL FREE WORKPLACE

Because drug and alcohol use can detrimentally affect job performance and employee safety, the City is committed to achieving and maintaining a drug and alcohol free workplace. While the City has no intention of intruding into the private lives of its employees, it will be firm in identifying and disciplining those employees whose impaired mental or physical condition, as a result of drug or alcohol use, may endanger the health or safety of fellow employees and the public at large, or interfere with the operations of the City.

This policy applies to all City employees (including part-time, temporary and hourly employees) and to all applicants for positions with the City.

While on paid duty time, the employee shall not be under the influence of any substances, drugs, medications, legal or illegal which could impair an employee's ability to effectively and safely perform the functions of the job. The use of prescription drugs which would not alter an employee's work performance is acceptable if prescribed by a qualified physician.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The unlawful manufacture, distribution, dispensing, possession, or use of any illegal drug or "controlled substance" is prohibited on the job, in the City's workplace, or while subject to duty (i.e., stand-by).

For the purposes of this Section, the following shall be defined as:

A. "Controlled Substance" denotes any substance which could potentially impair the employee's ability to effectively and safely perform the functions of his or her duties, including, but not limited to: alcohol, coca leaves, cocaine, marijuana, opium and opiates, amphetamines, methamphetamines, lysergic acid (L.S.D.), etc. As outlined below, certain prescription drugs and medications shall also be classified as controlled substances.

B. "Conviction" is a finding of guilt (including a plea of no contest), an imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

C. "Criminal Drug Statute" is a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any illegal drug or controlled substance.

Please refer to the City of Moreno Valley's Personnel Rules & Regulations, Appendix A-D, for a detailed description of the City's Drug and Alcohol Free Workplace Policy.

It is the policy of the City of Moreno Valley to offer equal opportunity in all matters of employment. Employment with the City is based solely upon the qualifications of the individual applicant, regardless of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability, unless sex, mental, or physical ability is a bona fide occupational qualification.

All employees are to be treated with respect and dignity. The City of Moreno Valley prohibits any harassment of employees in the workplace. Activities and occurrences which may constitute harassment, whether written or oral, include, but are not limited to disparaging comments on the basis of one's religion, age, sex, martial status, race, color, national origin, ancestry, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or mental or physical disability. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.

The City shall not unlawfully discriminate against a qualified individual with a disability in job applications, hiring, advancement, compensation, training, discharge, and other terms, conditions, or privileges of employment. A disabled person is one who has mental or physical impairment that limits at least one major life activity, who has a record of impairment, or who is regarded as having impairment. A qualified individual with a disability is a person, who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Violation of this policy will result in appropriate disciplinary action pursuant to Section 8 of these Rules.

1.85 DISCRIMINATION AND ANTI-HARASSMENT POLICY

The City of Moreno Valley is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the City maintains a strict policy prohibiting any form of harassment, including sexual harassment, of all employees. Furthermore, the City prohibits harassment in any form, including verbal, physical, visual, or sexual harassment or retaliation against an employee for filing a harassment and/or discrimination complaint.

Harassment of an employee by a co-worker, supervisor, management employee, or other agent of the City, or a customer, on the basis of race, religion, color, creed, national origin, ancestry, marital status, sex, age, medical condition, pregnancy, sexual orientation, including gender identity, political affiliation, or a mental or physical disability will not be tolerated. Such harassment activities, which may have the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, are prohibited and should be reported immediately to the Human Resources Director.

Harassment includes, but is not limited to:

A. Verbal Harassment- For example, epithets, derogatory comments or slurs on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity, age, or denial of family and medical care leave and denial of pregnancy disability leave.
B. Physical Harassment- For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.
C. Visual Forms of Harassment- For example, derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, sexual orientation, including gender identity or age.
D. Sexual Harassment- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employee benefit, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or an offensive work environment.
The City shall ensure that each employee has a copy of the City's anti-harassment policy which will include information on its internal complaint procedure.
Any employee who believes he or she has been harassed by a co-worker, a supervisor, a management employee, any other agent of the City, or customer should promptly report the facts of the incident or incidents and names of persons involved to his or her supervisor and/or the division manager/department head, and/or the Human Resources Director. If the offending party is a department head or higher, the complaint should be addressed to the offending party's supervisor. Any supervisor, division manager, or department head is obligated to immediately report any complaints and/or incidents of harassment to the Human Resources Director. Failure to make such a report when required by this Section may provide grounds for disciplinary action.
Upon receiving notification of a harassment complaint, the Human Resources Director shall:
A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:
1. the complainant;
2. the accused harasser; and
3. any other persons the Human Resources Director has reason to believe have relevant knowledge concerning the complaint. This may include victims of similar conduct.

B. Review the factual information gathered through the investigation to determine

whether the alleged conduct constitutes harassment giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual, or sexual conduct, and the context in which the alleged incidents occurred.

C. Report the results of the investigation, and the determination as to whether harassment occurred, to appropriate persons, including the complainant, the alleged harasser, the supervisor, the department head, and the City Manager. If discipline is imposed, the discipline will not be communicated to the complainant.

D. If the harassment occurred, take and/or recommend to the appointing authority prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense.

E. Take reasonable steps to protect the complainant from further harassment.

F. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

G. If appropriate, take action to remedy the victim's loss, if any, which resulted from the harassment.

If the employee is not satisfied with the action taken, the employee shall have the right to file a formal grievance in accordance with Section 12.55. If the allegation of harassment implicates any person rendering a decision at any Step in the Grievance Procedure, the employee may omit that particular Step and proceed to the next Step in the Grievance Procedure.

Dissemination of Policy

All employees, shall receive a copy of this Discrimination and Anti-Harassment Policy when they are hired and regularly thereafter. All supervisors hired after January 1, 2005, shall receive harassment training within six (6) months of hire. All supervisors shall receive interactive anti-harassment training at least every two years.

1.90 WORKPLACE VIOLENCE POLICY

This organization does not tolerate workplace violence. We define workplace violence as actions or words that endanger or harm another employee or result in other employees having a reasonable belief that they are in danger. Such actions include:

- Verbal or physical threats, or intimidation;
- Assaults or other violence; and
- Any other behavior that causes others to feel unsafe (e.g., bullying, sexual harassment).

City policy requires an immediate response to all reports of violence. All threatening incidents will be investigated and documented. Counseling may be provided.

The following disciplinary actions may also be taken:

• Oral reprimand;
• Written reprimand;
• Suspension; or
• Termination.

Employees are expected to behave in a professional manner. It is the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace.

1.95 SMOKING POLICY

In compliance with all CALOSHA regulations, smoking is prohibited in all City facilities and in all City vehicles and rolling stock. Consistent with CAL OSHA regulations no one may smoke less than 20 feet from doorways.

2.05 PREPARATION, ADOPTION, AND AMENDMENT OF CLASSIFICATION PLAN
The City Manager shall determine the duties and responsibilities of all City positions for inclusion in the Classification Plan. The Classification Plan shall be so developed and maintained to ensure that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work, are included within the same classification, and the same schedules of compensation shall apply to all positions in the same classification. Classification specifications are explanatory, but not restrictive.
The listing of particular tasks shall not preclude the assignment of other related kinds of tasks or related jobs requiring lesser skills. The Classification Plan may be amended or revised, as required, in the same manner as originally established and described herein and is subject to adoption by the City Council.
2.10 ALLOCATED POSITIONS
The City Manager shall approve the appointment of employees to positions in the Classification Plan.
Only allocated positions which have been approved by City Council may be filled, provided that the following positions can be approved by the City Manager without prior City Council approval: 1) temporary; and 2) emergency.
2.15 NEW POSITIONS
When a new position is created, no person shall be appointed or employed to fill the position prior to the position's assignment to a classification, unless otherwise provided by these Rules. The City Manager shall amend the Classification Plan to establish and assign an appropriate classification for the new positions approved by the City Council.
2.20 CLASSIFICATION MANUAL
This manual shall contain a job description, as well as knowledge, skills, abilities, education, experience, sample duties, and other minimum qualifications for all classifications listed in the Classification Plan. This manual is developed by staff and approved by the City Manager.
2.25 PREPARATION OF SALARY SCHEDULE
The City Manager shall prepare a salary schedule that establishes the salary ranges and steps for all City classifications. The Salary Schedule shall be amended or revised, as required.
2.30 APPROPRIATE SALARY LEVEL
Employees occupying a City position shall be paid a salary range and step established for that position's classification under the adopted Classification and Salary Schedule.

2.35 BENEFIT PLAN:

The City Council shall, at its discretion, adopt a Benefit Plan that establishes the benefits for all City employees. This Benefit Plan is described in the Employee Benefits Section of the City's Compensation and Leave Policies.

3.05 TYPES OF APPOINTMENTS

Except for temporary vacancies, all vacancies shall be filled by transfer, promotion, demotion, or from candidates on an appropriate eligibility list, if one is available. In the absence of eligible candidates in one of the above categories, temporary appointments may be made in accordance with these Rules.

3.10 EMERGENCY APPOINTMENTS

To meet immediate requirements of an emergency condition which threatens life or property, the City Manager may create positions and employ such persons as temporary employees as may be needed for the duration of the emergency. If not determined otherwise by an applicable provision or by an Emergency Operations Plan approved by the City Council, the method of hiring for emergency appointments shall be subject to the discretion of the City Manager. All such appointments shall be reported to the City Council as soon as possible, and shall be compensated at an appropriate hourly rate as approved by the Human Resources Director.

3.20 ACTING PAY

When an employee is assigned to perform the significant duties and responsibilities of a higher level position on a full-time basis for more than thirty (30) calendar days, a temporary salary adjustment shall be made to reflect the increase in responsibility until the employee ceases to perform such out-of-class work. All acting assignments must be pre-approved by appropriate management staff, the HR Director and the City Manager in advance unless there is an emergency situation.

An employee who is ~~determined~~ **approved** to be working at a higher level in an acting capacity shall be compensated at the rate in the new salary range, which comes nearest to, but not less than, five percent (5%) higher than the rate he or she held in the previous salary range. The higher salary rate payable shall be retroactive to the first day of the acting assignment as approved by City management.

Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, and must be capable of handling major duties of the higher level classification without any more supervision than another would in the same job.

The mere performance of certain portions of the higher position, or only performing the less demanding responsibilities until the position is filled, does not constitute working out-of-class.

If the higher classification is in a different bargaining unit than the employee's regular classification, the employee would only receive the salary change, not a change in benefits or unit.

At the end of such assignment, the employee performing the temporary assignment shall be returned to his/her original position and salary rate with any merit or salary adjustments, as appropriate. At any time during the out-of-class assignment, an employee may be removed from that appointment without right of appeal or hearing.

Nothing herein shall be construed as limiting management's authority to assign City

employees temporarily to different or additional work duties and responsibilities for the purpose of responding to emergencies. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position. Should this assignment continue for 12 months or more, without a merit increase, the employee shall be entitled to a merit increase on the anniversary of the 12th consecutive month (based on performance), which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary schedule for the new position, if there is room within the range, upon approval of the City Manager. The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying out-of-class compensation.

3.25 TRANSFER

An employee may transfer from his or her present position to a vacant position, in the same classification, or a comparable classification, within the same department or to another department. For purposes of this Section, a comparable classification is defined as one with the same salary range which involves the performance of similar duties that require substantially the same general qualifications. A transferred employee shall retain his or her rate of pay and his or her anniversary date for purposes of merit pay increases. No employee shall be transferred to a position for which he or she does not possess the minimum qualifications. A transfer shall not be used to effect a promotion, demotion, advancement or reduction in pay. An employee who voluntarily transfers to a lower position may be Y-rated. The employee who desires to transfer ~~must request~~ **can obtain** the appropriate form from the Human Resource Director. The Human Resource Department is under no obligation to notify employees of each potential transfer opportunity. Once the transfer request is received by the Human Resources Department, the Human Resource Director shall inform the Department Head of the request. The employee may be required to compete in an open selection process.

Unless otherwise provided for in these Rules, an employee must be employed with the City for at least six (6) months, or until the employee has completed his or her probationary period, before applying for a transfer. An employee may be requested to defer his or her transfer until his or her current position has been filled, but typically, two weeks notice will be given to the employee's current department.

A request for transfer to a vacant position may be initiated by an employee or the employee's Department Head. The City Manager may order a transfer for the purposes of economy, efficiency, or for reasons related to the best interest of the City. Such a determination by the City Manager shall not require the consent of the employee, either Department Head, or the Human Resources Director.

3.30 PROMOTION

When it has been determined that a vacant position will be filled by promotional appointment, the Human Resources Director shall authorize a competitive promotional examination in order to fill the position, as stated in these Rules.

When an employee is appointed to a promotional position, that employee shall be paid at a level within the higher salary range which is the lesser of a five (5) percent increase over the salary he or she received in the lower position, or the top of the salary range for the new position. In accordance with the provisions in Section 5.15, any employee who is promoted within City service shall be required to successfully complete a probationary period in the new position. *(Refer to Section 4.75)*

3.35 DEMOTION

An employee may be demoted because his or her ability to perform the required duties of his or her position falls below standard, for disciplinary purposes, or for any other reasons as outlined in these Rules. No employee shall be demoted to a position for which he or she does not possess the minimum qualifications. The position which has been made vacant by demotion shall then become subject to the provisions of these Rules which govern appointments.

An employee shall not be required to serve a probationary period in the position to which he or she is demoted unless he or she has not completed the probationary period in the higher position. In such cases, the employee shall be required to complete his or her unfinished probationary period in the lower position. The employee shall retain the anniversary date he or she had in the higher position.

A. Involuntary Demotion: An involuntarily demoted employee, who is placed in a position at a lower salary than the position he or she formerly occupied, shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. A demotion which is effected for disciplinary reasons, pursuant to Section 9.35, shall be subject to the disciplinary appeals process.

B. Voluntary Demotion: A voluntary demotion to a lower position and lower salary may be requested by an employee for any reason. Such a voluntary demotion shall require the approval of the Human Resources Director, the employee's present Department Head, and the Department Head under whom the employee will serve, if applicable.

The voluntarily demoted employee shall be placed at a pay level within the lower salary range which is closest to, but lower than, the employee's salary rate in his or her former position. In lieu of a reduction in salary, the City Manager may approve a Y-rated salary for a voluntarily demoted employee.

3.40 RECLASSIFICATION

Existing positions, where the duties have changed materially so as to necessitate reclassification, shall be reclassified by the City Manager to a more appropriate classification, whether new or existing, with the exception of reclassification from training

or internship positions. Except for training or internship positions that are reclassified,

the selection of a candidate to fill a reclassified position must be made competitively, unless the incumbent from the reclassified position has been performing the duties for more than one year or unless specifically waived by the City Manager. Such determination must be approved by the City Manager. Regardless of the circumstances, the City Manager may require a competitive examination, and no incumbent shall have a right to be appointed to a reclassified position. No person shall be appointed or employed to fill a reclassified position unless the said reclassified position has been incorporated in the Classification Roster as provided by these Rules. A simple title change is not a reclassification and requires only City Manager approval.

The employee or Department Head may submit a request for a job audit to the Human Resources Director who shall determine if the reclassification is justified and provide a recommendation to the City Manager for approval. The City Manager has the authority to reclassify any employee whose reclassification is justified so long as the position is listed in the existing Classification Roster. If the position is not listed, the City Council must approve the reclassification. Since there is no money budgeted for that specific reclassification increase (normally 5%), the department shall fund for the City Manager approved reclassification from its general personnel account for the balance of the current fiscal year. The department shall place and fund the reclassified position in the following year's personnel budget. Reclassifications are normally done with the adoption of the fiscal year budget, but may be done at other times.

Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions, promotions, or unit modifications. The Human Resources Director may conduct objective, non-competitive examinations to establish qualifications for the position.

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Classification with Same Salary Range: If the position is reclassified to a classification with the same salary range as the previous classification, and if the incumbent is appointed to the reclassified position, the salary rate and the anniversary date of the employee shall not change. The provision shall also apply to the change of classification title, provided there is no change in the basic duties of the classification.

B. Classification with Higher Salary Range: If the position is reclassified to a classification with a higher salary range than the previous classification, and if the incumbent is appointed to the reclassified position, he or she shall be compensated a pay level within the new salary range which is the lesser of five (5) percent higher than his or her previous salary level or the top of the salary range for the new position. The incumbent's anniversary date shall not change.

C. Classification with Lower Salary Range: If the position is reclassified to a classification with a lower salary range than the previous classification, and if the incumbent is appointed to the reclassified position, the City Manager may approve a Y-rate salary for the employee if the employee's old salary is above the top of the salary range for the new position. Otherwise, the employee's new salary shall be placed at a pay level which yields a salary closest to, but not less

than, the current salary. The incumbent's anniversary date shall not change.

Normally, benefits will not be Y-rated, unless specifically approved by the City Manager. The effective date of reclassification shall coincide with the first working day of a pay period after the reclassification is approved by the City Manager. Any completely new classification, one not listed in the Classification Roster, must be adopted by the City Council before it is approved.

3.45 LAYOFFS/REDUCTION-IN-FORCE/RECALL

The City Manager may lay off permanent and probationary workers at any time for lack of work, budgetary reasons, technological changes, or other City actions that necessitate a reduction in the work force. At least four weeks notice shall be given to any employee who is to be laid off. At the City Manager's discretion, a demotion or transfer to another department or classification may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification. The Department Heads, in consultation with the Human Resources Director, and as approved by the City Manager, will effect the layoffs.

Reduction in Force

When it becomes necessary to reduce the work force in the City, the City Manager shall designate the job classification, division, department, or other organizational unit in order to effect a reduction in the work force. Contract, temporary, seasonal, or initial probationary employees in the same job classification as ones proposed to be reduced within the City shall be laid off first. Probationary promotional employees who are laid off shall be returned to their former classification. Employees who accept lower positions or transfers in lieu of lay-off shall be placed at a pay level within the salary range of the new position, which yields a salary closest to current salary.

Order of Layoff

The order of layoff of career employees shall be made in accordance with a system which favors retention of the more meritorious employees, based upon evaluation of the following factors in the listed order of implementation:

A. An overall rating of "unsatisfactory" or "needs improvement" on the most recent performance evaluation once finalized and filed in Human Resources except when an employee has less than one year seniority with the City. In that case, only seniority will be used.

B. Documented disciplinary actions during the preceding twelve (12) months.

C. Seniority (length of service in a career position):

1. in the city
2. in the classification
3. in the department

For employees who are equal in performance and seniority, as established in A-C

above, preference will be given to those with proof of honorable military discharge.
Seniority:
Seniority is determined from the day of official appointment to a City department as a career employee, provided that any career employee, who, as a result of promotion, transfer, or voluntary demotion, is appointed to a career position in another department, shall for purposes of layoff, carry seniority previously acquired over to the new department.
Seniority shall continue to accrue during periods of Annual Leave, layoff not exceeding two (2) years, any authorized leave of absence of less than three (3) months, or any call to military service for the duration of the call to duty. Seniority shall not accrue during any other break in continuous service.
Other Policies:
The City may call back as a temporary employee, within the first year after layoff, any laid off employee who is on the recall list when the employee is qualified to fill a vacancy of a full-time position.
Any employee who receives an involuntary transfer shall have the option to be reinstated to a vacated position in the classification said employee was involuntarily transferred from for up to six (6) months from the effective date of the involuntary transfer in the event of layoff.
An employee who chooses to terminate and have his/her name placed on the Reinstatement List under this section shall notify the department in writing of his/her decision at least three (3) working days prior to the effective date of reassignment. Such termination shall be on the same date as the reassignment would have been effective.
Recall List:
The name of every career employee who is laid off, transfers, or elects to demote to a formerly held classification in the same department for longer than one pay period due to a Reduction-in-Force, shall be placed on the Recall List except that the names of those employees laid off under Sections A & B under “order of lay off” above, shall not be placed on the recall list. Vacancies to be filled within a department shall be offered, to individuals named on the Recall List who at the time of the Reduction-in-Force, held a position in the same job classification within the department as the vacancy to be filled. Order of recall shall be same as order of layoff.
Individual names may be removed from the Recall List for any of the following reasons:
A. The expiration of two (2) years from the date of placement on the list.
B. Re-employment with the City in a career full-time position in a department other than that from which the employee was laid off.

C. Failure to respond within 14 calendar days of mailing a certified letter regarding

availability for employment.
D. Failure to report to work within 14 calendar days of mailing of a certified letter containing a notice of reinstatement to a position, absent mitigating circumstances.
E. Request in writing to be removed from the list.
Status on Re-employment:
A career employee who has been laid off or terminates in lieu of reassignment and is reemployed
in a career position within two (2) years from the date of his layoff or termination shall be entitled to:
A. Buy back and thereby restore all or a portion of Annual Leave credited to the employees' account on the date of layoff or termination and at the same rate as it was sold originally. This restoration must be requested in writing within 30 days of returning to work and must be fully paid back within six (6) months of the return to work.
B. Restoration of seniority accrued prior to and accrued during layoff.
C. Credit for all service prior to layoff for the purpose of determining the rate of accrual of Annual Leave.
D. Placement in the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification in the same department from which he/she was laid off or terminated.
In the event of a vacancy, if there are no individuals on the recall list who formerly occupied the vacant classification, those individuals on the recall list who possess the necessary qualifications for the vacant classification shall be eligible for recall to the vacancy. Eligibility order shall be the same as the order of lay-off.
No person from outside City employment shall be hired in a career position in the deleted classification until all those displaced due to layoffs or transfers are recalled to their former classification or one classification lower in the same career ladder as the one in which the employee was laid off.
Continuation of Benefits:
Those who are laid off shall have their medical insurance benefits continued to the end of the second month following the date of their layoff in the event that they are not covered by another medical plan at that time.

4.05 EQUAL EMPLOYMENT GOALS AND POLICIES

In adopting these Rules, it is the goal of the City to employ the most qualified individuals and to achieve excellence in serving the needs of the community. Employment and promotions in the City shall be based upon merit and qualifications and shall be free from political influence and discrimination based upon religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical condition, mental/physical disability, sexual orientation, including gender identity, or political affiliation, unless sex or physical ability is a bona fide occupational qualification.

Although not expressed in the classification specifications or job announcements, all persons applying for or holding any position in the City shall be required to meet the following general qualifications to a reasonable degree: integrity, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work cooperatively with others, willingness and ability to assume and fulfill the responsibilities of the employment, good health, and physical and mental abilities compatible with the work assignment. Where the position requires the driving of a motor vehicle, the applicant or employee must have a valid California Driver's license and is expected to drive the motor vehicle safely. The foregoing general qualifications shall be deemed to be part of the minimum qualifications of each classification specification or job announcement and need not be specifically set forth therein.

No residency requirements shall be enforced by the City of Moreno Valley. Extensive efforts shall be undertaken to make local residents aware of personnel openings, encouraging them to apply for any positions for which they qualify, and providing them with full due consideration. It is the City's intention to create an environment wherein employees will want to live and work in this community.

4.10 PERSONNEL REQUESTS

To initiate the filling of an authorized vacant position, the responsible Department Head shall submit to the Human Resources Director a completed Personnel Request Form containing at least the following information:

A. The classification (job) title;

B. The justification for filling the position, including its budgeted cost code; and

C. The duties, responsibilities and qualifications of the position in accordance with the Classification Plan.

Each request shall be reviewed and approved by the Human Resources Director and the City Manager or designee.

4.15 JOB ANNOUNCEMENTS

Job announcements providing information about the position, its title and pay, its major responsibilities and duties, minimum and other qualifications, where and when to apply, and the last day on which applications will be accepted shall be prepared and distributed

by the Human Resources Department. All positions to be filled will be publicized by

posting announcements on the City's official bulletin boards and in such other places deemed advisable by the Human Resources Director. Employees may suggest additional locations.

Notice of open competitive examinations shall generally be posted a minimum of ten (10) working days before the filing deadline for applications unless it is in the best interests of the City to do a shorter recruitment, as approved by the City Manager. Notice of promotional openings shall be posted a minimum of five (5) working days before the filing deadline for applications.

4.20 PERSONNEL APPLICATIONS

Applications for employment, transfer, or promotion with the City shall be made on forms provided by the Human Resources Department. All information required by the application shall be provided and the applicant shall certify as to the truth thereof. Any material false statement or omission on the application shall, absent mitigation, disqualify the application and may be cause for termination or other disciplinary action if the applicant is or subsequently becomes an employee of the City regardless of when the error is discovered. Resumes and other supplementary information may be submitted and attached to the application for consideration, but may not be used as a substitute for the application.

In order to be considered, an application must be received by 4:00 p.m. on the final day of the advertised recruitment period. A late application shall be accepted from a qualified current City employee only under the following circumstances:

A. The employee must submit a written letter to the Human Resources Director accompanied with a completed application for the position at least two working days prior to the first interview or testing phase; and

B. The employee must provide documentation establishing that he or she was absent from work on an authorized leave continuously from the date the position was first posted to the date the application period closed.

4.25 RECRUITMENT

It shall be the City's policy to recruit and hire the best-qualified persons available regardless of religion, age, sex, marital status, race, color, national origin, ancestry, pregnancy, medical/physical condition, sexual orientation, including gender identity, mental/physical disability, or political affiliation, unless sex or physical ability is a bona fide occupational qualification. While recognizing the need for introduction of persons from outside City employment at all levels, the policy of the City is to transfer or promote persons already employed by the City when their qualifications, training, work performance, and work experience are determined to be comparable to applicants from other sources. The Human Resources Director shall recommend to the City Manager whether the recruitment shall be open or promotional, on the basis of assuring an adequate number of candidates with appropriate skills to constitute a competitive merit process.

Except as specifically provided otherwise in these Rules, selection for a position in City

employment shall be by one of the following types of examinations.
A. Open Competitive: Examinations which are open to all persons who possess the indicated minimum qualifications as set forth in the job announcement.
Applicants for open competitive examinations may, but are not required to, be employees of the City.
B. In-House Competitive: Examinations which are open only to City employees who possess the indicated minimum qualifications as set forth in the job announcement.
C. Temporary Position: Employees may be hired on a temporary basis through either a temporary agency or by the City itself. The City Manager approves these positions. These persons may be hired without competitive examination.
Any variations to these procedures shall be reviewed by the Human Resources Director and approved in writing by the City Manager. The City Manager may select a candidate for Department Head solely based on a review of the applicant's application and/or resume from among those screened by the Human Resources Director as finalists.

4.30 EVALUATION OF APPLICATIONS

Each application shall be reviewed to determine if the applicant satisfies minimum educational experience, type and years of job related experience, certificates or licenses and any other requirements.
Selection techniques shall be impartial and relate to those areas which will adequately and fairly indicate the relative capacity of the applicants to perform the duties and responsibilities of the position to which they seek appointment.
The selection procedure may consist of personal interviews, performance tests, evaluation of work performed, work samples, assessment centers, physical agility tests, other written tests, review and investigation of personal background and references, medical examination, psychiatric examination, or any combination thereof. The Human Resources Director may at his or her discretion include as a part of the examination process, tests which determine whether applicants meet minimum qualifications.
In all examinations the minimum grade or standing for which eligibility may be earned may be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. Failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination.

4.35 CANDIDATES' EXAMINATION INSPECTION

If a selection procedure consists of a written examination, the applicant shall be given written notice of his or her tests results. By appointment with the Human Resources Department, an applicant shall have the right to review his or her own written test within ten (10) working days after the examination results are mailed out. However, no

applicant shall be allowed to examine the test key as part of his or her examination

inspection.
Any error in rating or grading shall be corrected if it is called to the attention of the Human Resources Director at the time the applicant reviews his or her examination. Any applicant whose corrected score meets or exceeds the examination's established passing score will be placed on the applicable eligibility list for the position, if one exists. Any correction shall not invalidate an appointment or offer of employment that has been made previously.

4.40 VETERANS POINTS

The final score of a veteran who requests employment preference and submits proof of active duty (such as a DD214) shall receive five (5) additional percentage points, provided that he or she has already met minimum qualifications pursuant to Section 4.30, and attained a passing grade in the examination, if applicable. To be eligible for veterans' preference, the candidate must have received an honorable discharge from the Armed Forces of the United States and served on active duty during a period of war or tension as determined by the Veterans Administration. A disabled veteran, who is currently rated by the United States Veterans Administration as ten (10) percent or more disabled as a result of a service-connected disability incurred on active duty in federalized service during a period of war or tension as determined by the Veterans Administration, who requests employment preference and submits proof of such disability shall receive five (5) additional percentage points, for a total of ten (10) additional percentage points. Such percentage points may be awarded to widows or widowers of veterans upon request for such preference and submission of proof of eligibility.

The provisions hereof, relating to veterans' preference, shall not apply to any promotional examination.

4.45 NEPOTISM POLICY

An applicant for a position who has a relative employed by the City may not be denied the right to file an application for employment and compete in the examination process. Following examination, if the applicant is successfully certified as eligible, he or she may be employed in a department, division, or office in which a member of his or her immediate family is employed. Such employment shall be denied if the Human Resources Director determines that such employment would potentially create a conflict of interest or have a potentially adverse impact on supervision, safety, security, or morale, or if the employee would be in a position where he or she would directly supervisor, or be supervised by, a member of his or her immediate family.

For the purposes of this policy, a "relative" or "immediate family member" shall be defined to include the following: mother, father, sister, brother, spouse, domestic partner, children of domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, niece, and nephew. Step-parents may be included if they are members of the immediate family, depending on the current situation.

When the eligible candidate is refused appointment by virtue of this section, the name of

the candidate shall remain on the eligibility list for openings in the same classification, as otherwise provided in these Rules, where no member of the employee's immediate family is employed, supervised by, or supervising the vacant position. In no case may an employee participate directly or indirectly in the recruitment or selection process for a position for which the employee's relative has filed an employment application.

Where two relatives are working in the same department, division, or office at the time these Rules are adopted, or if an event occurs in which a familial relationship is established between two employees who work in the same division or office (i.e. if a marriage results in a spousal or in-law relationship), the relationship shall not be deemed a "prohibited relationship" unless the employees' mutual employment creates a potential conflict of interest or has a potentially adverse impact on supervision, safety, security, or morale, and so long as neither employee is in a supervisory capacity over a member of his or her immediate family.

If, as stated above, a familial relationship exists or is established, the employees may continue in their positions so long as the conditions of a prohibited relationship are not met. If, in the determination of the Department Head, such a prohibited relationship does or would exist, the Department Head shall submit the reasons for his or her determination to the Human Resources Director for review. The Human Resources Director shall have one week to investigate the Department Head's findings and determine if a "prohibited relationship" does exist.

If the Human Resources Director's review confirms that a prohibited relationship exists, he or she shall submit his or her results to the Department Head. At this time, the Department Head shall promptly inform the employees of the City's intention to transfer one of the employees to a vacant position of comparable pay and duties in another City division or office, provided that such a vacant position exists, the transferee is qualified therefore, and no offer of employment to fill the vacant position has been made to another eligible candidate. If a position of comparable pay and duties is not open, but one in a lower classification is vacant, either of the employees may elect to voluntarily demote to the lower position, provided that the vacant position is in another department, division, or office, the employee is qualified to fill the position, and the position has not been offered to another candidate. Any voluntary demotion which occurs as a result of this section shall be in accordance with the provisions set forth in Section 3.35. In the event that a transfer or voluntary demotion is not feasible within the time limit set herein, the affected employees shall decide which of them will resign from City employment.

If a transfer or voluntary demotion is not feasible and neither employee has submitted a letter of resignation three weeks after the determination that a prohibited relationship exists, the Human Resources Director and Department Head shall determine which of the employees shall be terminated in good standing. Regardless of which procedure is utilized, the transfer, voluntary demotion, resignation, or termination in good standing shall become effective one month after the Human Resources Director has concurred with the Department Head's determination that a prohibited relationship has been established. This one-month time limit may be extended up to an additional two months with written approval from the City Manager, provided that personal or organizational considerations mandate such an extension.

Except as hereinafter provided, an employee who has been terminated in good standing

because of the operation of this Section, may be reinstated to the position which such employee held at the time of termination, or to a position of equal seniority, status, and pay. In order for the employee to be eligible for reinstatement, he or she must be reinstated to a position in a department, division, or office where a prohibited relationship would not be established (or re-established), the position must be open, and the employee must still meet the qualifications for the position. This right of reinstatement shall be effective only through the ninety (90) days immediately following the effective date of the employee's termination in good standing, and shall take precedence over a right of reinstatement which has been derived from a voluntary resignation in good standing. Commencing on the ninety-first (91st) day after the effective date of the termination, the terminated employee shall have a co-equal right of reinstatement with employees who have voluntarily resigned in good standing, up to an additional nine (9) months.

With the exception of the Human Resources Director's review, as provided in this section, any decision to transfer, voluntarily demote, resign, or terminate an employee in good standing (pursuant to this Section), is not subject to any appeal or grievance procedure.

4.50 DRIVING SAFETY CHECK

A verifiable and acceptable driving record and proof of liability insurance shall be required of each final candidate for employment whose position requires the employee to drive a City vehicle or if the employee receives a vehicle allowance or mileage reimbursement. Verification of acceptable driving records of all employees may be conducted periodically. Driving a City vehicle without possessing a valid driver's license is not permitted and may result in disciplinary action up to and including termination. An employee shall notify his/her supervisor immediately if his/her licenses expires, is suspended, or revoked.

4.55 ELIGIBILITY LISTS

Lists of applicants to be considered for job openings in a particular classification may be established for open competitive or promotional competitive positions. An eligibility list shall be a list of persons who have taken an open competitive or promotional competitive examination for an advertised City position and have qualified for said classification. Each such list shall bear an expiration date. The hiring department may appoint any candidate on the eligibility list, provided all candidates with higher rankings have been interviewed. The best qualified candidate, as determined by the hiring manager, on the eligibility list shall be hired.

Non-Management eligibility lists shall remain in effect for six (6) months or until exhausted, whichever occurs first. Management eligibility lists shall remain in effect for three (3) months. An eligibility list may be terminated at any time when less than three (3) eligible candidates remain. The Human Resources Director shall have the right to extend an eligibility list for one or more periods not to exceed in total one (1) year from the original date of certification.

The Human Resources Director may remove a name from an eligibility list for any of the following reasons:

A. If the eligible person accepts an appointment with the City to a career position of

the same or higher classification. Acceptance of a temporary appointment at any level will not in itself be cause for removal from an eligibility list. An eligible person may refuse an appointment to a particular position and request to remain on the eligibility list.

B. If the eligible person requests in writing removal from the list.

C. If the eligible person fails to respond within ten (10) calendar days to a notification or letter which has been mailed to the person's last address on file with the City.

D. If the eligible person is unable to accept any offered position.

E. If a person on a promotional eligibility list resigned from City employment.

F. If other circumstances, such as conviction of a crime involving moral turpitude or loss of a required license, make the person ineligible.

G. If the eligible person has not been offered an appointment after interviewing for three (3) separately budgeted positions which are to be filled from the same eligibility list.

Placement on an eligibility list does not guarantee employment with the City of Moreno Valley.

If a vacancy exists in a classification for which there is no appropriate eligibility list, the Human Resources Director may prepare a list from one or more existing related lists by selecting names of eligibles from eligibility lists for classifications which are assigned to the same or higher salary range and which have minimum qualifications similar to those of the classification in which the vacancy exists.

4.60 FINAL DECISIONS ON SELECTION

The Department Head or designee shall recommend a final candidate for appointment to a vacant position to the City Manager. All appointments shall be subject to Human Resources Director's review and City Manager final approval before becoming effective. If the selected candidate accepts the appointment and reports for duty within the agreed upon time, the applicant shall be deemed appointed to the position. If the selected candidate does not report to duty within the agreed upon time, the candidate shall be deemed to have declined the appointment. By mutual agreement of the Department Head, the Human Resources Director, and the candidate, the date of the appointment may be changed. Upon the affected employee's written petition, effort shall be made to accommodate current City employees who are or will be on an approved leave as of the date of appointment and thereby unable to report for duty at the designated time.

4.65 PRE-EMPLOYMENT PHYSICAL

Each person accepting employment with the City shall be required pass a pre-employment physical and pre-employment drug test at a City-designated medical facility at City cost before an appointment to such employment becomes effective. This Section

shall also apply to changes of employment within the City when the new position places

substantially more physical demands upon the employee.

4.70 EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with law and with regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City of Moreno Valley requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States.

4.75 PROBATIONARY PERIOD

The first six (6) months, or any duly extended longer period, of all new and promotional employment in a career position shall be deemed a probationary period. The probationary period shall commence upon the effective date of the appointment. During the probationary period, an employee may be terminated without the right of appeal, hearing or resort to any grievance procedure if his or her performance is deemed in any way unsatisfactory or below City standard by the City Manager, upon recommendation of the Department Head. At the conclusion of the probationary period, if the employee's performance does not meet City standards but is not altogether unsatisfactory, the probationary period may be extended up to an additional six (6) months, at the discretion of the City Manager. The decision to extend the length of an employee's probationary period must be based on justifiable reasons and must be made prior to the expiration of the original six (6) month probationary period. Such a decision shall not be appealable or grievable.

An employee who fails to complete his or her promotional probationary period satisfactorily shall be reinstated to the position in the same classification from which he or she was promoted unless discharged from City service as provided in these Personnel Rules. Before an employee may promote, they must first successfully complete original probation.

Crossing Guards shall be required to serve a 650-hour probationary period after becoming regular crossing guards. At the end of a successful probationary period, Crossing Guards shall become eligible for a merit pay increase. An Alternate Crossing Guard shall be deemed "at will/part-time" regardless of the number of hours worked.

4.80 CRIMINAL CONDUCT – INELIGIBILITY FOR EMPLOYMENT

Except as otherwise hereinafter provided, no person convicted of a misdemeanor involving moral turpitude or a felony shall be eligible for employment in the service of the City; however, the City Manager may disregard such conviction if he/she finds and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of conviction, or the fact that the classification applied for is unrelated to such conviction.

Only the City Manager, Employee Relations Officer, City's Attorneys, Human Resources Director, and other Human Resources staff are authorized to have access to the "State

Summary Criminal History Information" as provided for in Section 11105 of the Penal

Code of the State of California.

4.85 FINGERPRINTING

To facilitate the City's ability to perform complete background checks on its employees, new City employees will be fingerprinted and their backgrounds researched to ensure that there is nothing which would hinder their ability to perform their job satisfactorily or create any unnecessary liability for the City.

4.90 RESIGNATION

Employees who desire to terminate their service with the City shall submit a written resignation to the Department Head at least two weeks prior to the effective date of the resignation. Failure to comply with this requirement may be cause for denying future employment with the City.

4.95 REHIRE

Any career employee who voluntarily or involuntarily resigns or separates and is later rehired, may forfeit all previous seniority and benefits and does not need to be rehired at his/her former classification or pay level, except in the case of lay-off. The rehired employee may be considered the same as a new hire. With approval of the City Manager, a former employee who is eligible for rehire may be rehired by appointment rather than competitively, but may still be placed on six months probation upon return. **However, if an employee voluntarily separates from the City and is subsequently rehired by the City within one calendar year of his/her employment separation date, the employee's benefits will be the same as when the employee separated and the City will pay the employee's share of CalPERS contributions in the same manner as done prior to the separation.**

5.05 SALARY AT APPOINTMENT

Except as otherwise stated in this Section, all new employees shall be appointed at the 'A' Step of the salary range for the position. When the proposed employee's education, training, experience, and current salary are deemed superior and justify a higher starting salary, the Department Head may offer employment up to the 'C' Step of the salary range without obtaining City Manager approval.

If the Department Head recommends appointing the employee at a pay level above the 'C' Step, City Manager approval must be obtained prior to making an offer of employment. All final appointments are subject to City Manager approval, regardless of the pay level at which the employee is appointed.

When hiring new Department Heads, the City Manager may authorize certain added incentives to aid in the recruitment process. Some added inducements might be the authorization of a moving allowance, additional Annual Leave, educational expenses, etc. Such incentives may be authorized only if in conformance with a written policy, adopted by resolution of the City Council.

5.10 EMPLOYEE PERFORMANCE EVALUATION

The Performance Assessment Review (PAR) is the employee performance evaluation tool. Regular reports on forms prescribed by the Human Resources Director shall be made as to the efficiency, competency, conduct, and merit of all employees appointed by the City Manager. Performance evaluations are required to be given at the following times: three (3) months and six (6) months while on probation, and annually thereafter on the employee's anniversary date. An employee who received a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months. Any decision to extend an employee's probationary period must be made prior to the expiration of the original probationary period. Any evaluation which warrants a merit increase but is not completed by the designated review date shall be retroactively paid back to that review date. In addition to those occasions referenced by this Section, a supervisor may render a performance evaluation when performance issues arise, whether positive or negative; when there is a change in assignment; and/or when there is a change in supervisor or management.

During the performance evaluation meeting, the employee and supervisor shall review and discuss the employee's significant accomplishments, training, problem or improvement areas, and future development and objectives. After reviewing the job descriptions, duties, and any established performance standards for that position, an evaluation shall be made by the supervisor as to whether the employee's performance meets City standards. An explanation must accompany any unacceptable or conditional judgment. The employee shall have an opportunity to review his or her performance evaluation report and agree or disagree with it. Based upon the Performance Assessment Review, the supervisor may make appropriate recommendations regarding a possible merit increase, or other action.

The employee shall have the right to attach a written response to the corresponding

performance evaluation in his or her personnel file. This response must be made within ten (10) working days of receiving the evaluation.
If a career employee's written objection to his/her evaluation is concurred with by the Department Head, the evaluation may be revised accordingly. If there is no denial of merit increase nor an overall below-City standard rating, the Department Head's decision shall be final and conclusive with regard to the validity of the objection.
If a career employee is not in agreement with a performance evaluation which results in an overall below-City Standard rating (other than one which results in denial of a merit increase or in any other direct monetary detriment to the affected employee), the employee may, within ten (10) working days after receipt of the evaluation, request a review of such evaluation by his or her Department Head. If the employee is not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receipt of the determination of the Department Head, request a further review by the City's Human Resources Director, whose decision shall be final and conclusive.
If a performance evaluation results in a denial of a merit increase or in any other direct monetary detriment to the affected career employee, the employee may, within ten (10) working days after receipt of the evaluation, request a review thereof by his or her Department Head. If not in agreement with the determination of the Department Head, the employee may, within ten (10) working days after receiving the determination of the Department Head, request a further review of the evaluation by the City's Human Resources Director, whose decision shall be final and conclusive.
In either of the foregoing situations, if the career employee's Department Head prepared the evaluation in question, the employee may omit review by the Department Head and proceed directly to the next level of review by the Human Resources Director.
Probationary employees may attach written responses to their probationary evaluations and submit them to the Department Head for consideration, however, such employees have no appeal rights.
The employee and supervisor must sign and date the report. If the employee refuses to sign the report, the supervisor shall note this fact and any circumstances surrounding the employee's refusal on the Performance Assessment Review. Copies of the Report shall be distributed to the employee, the Department Head, and the Human Resources Department.

5.15 PROGRESSION ON MERIT PAY

A. Career Full-time and Career Part-time Employees shall earn merit pay increases based on meeting or exceeding satisfactory performance of duties in the overall rating rather than simple longevity, as follows:

1. Normal Progression

From the date of employment until the successful conclusion of the probationary period, no merit pay increase shall be granted. At the end of

a successful probationary period, the employee shall become eligible for

a merit pay increase provided that the employee's overall performance has satisfactorily met City Standards. Thereafter, eligibility for merit pay increases shall occur at 12-month intervals provided the employee's performance is satisfactory, until such time as the employee reaches the top of the salary range available for his or her position. Employees must achieve an overall "meets job requirements" to be deemed as having met City Standards. An employee who receives an overall performance rating less than "meets expectations" will not receive a merit increase. An employee who receives a rating of "Needs Improvement" will be eligible to be re-reviewed in six (6) months.

2. Promotional Progression

From the date of promotion until the successful conclusion of the probationary period, no merit pay increase may be granted. When an employee is promoted to a classification with a greater salary range, his or her salary increases to an appropriate salary step within the salary range of the new position. An employee who is promoted shall be compensated at the pay level within the new salary range which is the lesser of five (5) percent higher than the pay level he or she held in the previous salary range or the top of the salary range for the new position. All promoted employees who successfully pass their promotional review period are eligible for a step merit pay increase within the salary range of their position, again provided satisfactory performance is achieved. A promoted employee is eligible for another merit pay increase, annually thereafter, from the date of the promotional review until their salary reaches the top of the salary range.

B. Temporary and Seasonal Employees It is the policy of the City of Moreno Valley to grant a merit pay increase to temporary employees after the first 1,000 hours of service, provided the performance is satisfactory. The next increase would occur after completion of 3,000 hours, as long as performance remained satisfactory, and every 2,000 hours thereafter, until such time as the employee reaches the top of their salary range. If a merit increase is warranted, it will be based on an abbreviated evaluation form similar to the one used during probation for a career employee. A temporary or seasonal employee may receive a performance evaluation when his or her period of service concludes to determine whether he or she is eligible for rehire and may be evaluated more frequently at the discretion of the supervisor. This performance evaluation may also be used as a basis for considering salary in the event the employee is rehired.

C. All Crossing Guard employees who have successfully completed training shall become eligible for a merit pay increase. Regular Crossing Guards shall become eligible for a second merit pay increase upon completion of six hundred and fifty (650) hours of service; and shall then be eligible for merit adjustments once in each succeeding period of thirteen hundred (1,300) hours of continuous service, provided that performance meets City standards.

6.05 WORKWEEK AND OVERTIME

For purposes of applying the overtime requirements of the Fair Labor Standards Act (FLSA), the workweek for City employees shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. For any illness or emergency absence from work, the employee must notify the supervisor within the first half hour of normal reporting time when possible.

6.06 OVERTIME COMPENSATION

Overtime compensation shall be provided to City employees as follows:

A. Executive Management, Division Management, and Professional/Administrative/ Management Employees are salaried employees and shall not receive overtime compensation. Employees in these categories shall receive administrative leave hours, as specified in Section 7.25.

B. Non-Exempt and Part-time Employees may receive overtime compensation in the form of paid time or compensatory time-off, at a time-and-one-half rate. The choice of compensation method is the employee's. Employees in these categories may accrue compensatory time to a maximum cap of 120 hours. The City Manager may allow accrual beyond the maximum if circumstances warrant. Overtime will be paid for hours worked in excess of 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA). In addition, career employees will be compensated with overtime for any hours actually worked in excess of 9 hours in a workday for those on a modified schedule or 8 hours in a workday for those on a regular schedule. Part-time Career Employees must use the 9-hour workday for overtime. Career employees will also receive overtime pay for hours worked on a City designated holiday or for a "Call Back" or "Call Out" as described in sections 15.05 and 15.10. **All overtime worked must be <u>pre-approved</u> by the employee's manager.**

C. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under these Rules. This in no way limits or caps paid overtime.

For Non-Exempt positions, which do not meet one of the FLSA exemption categories, overtime hours worked shall be compensated for time actually worked in excess of 40 hours in a workweek. In addition, and in accordance with the MOU, Career Non-Exempt employees shall be compensated for time actually worked in excess of 9 hours in a workday and/or 40 hours in a workweek for those employees on a modified work schedule or 8 hours in a workday for those on a regular work schedule. A paid holiday shall count as time labored towards the 40-hour workweek for the purposes of overtime compensation. Annual Leave, or compensatory time will not be included as time worked for purposes of calculating overtime.

Overtime for all Non-Exempt employees shall be compensated in one of the following two ways:

A. As paid time at the one-and one-half rate of pay; or

B. As compensatory time as accrued at the one and one-half rate of pay.
Prior to overtime being authorized, the employee and his or her supervisor shall agree as to how the employee shall be compensated (i.e. paid time or compensatory time). If the employee and supervisor do not agree on the method of compensation, the supervisor may ask another employee to perform the overtime work. If the supervisor requires that a particular employee perform the overtime, yet they cannot agree on the method of compensation, then the employee shall be given the choice of how he or she wishes to be compensated. Compensatory time accumulated under these Rules and Regulations is vested time and must be utilized or paid in conjunction with termination of employment.

6.08 COMPLIANCE WITH FAIR LABOR STANDARDS ACT

The City is committed to complying with the Fair Labor Standards Act and therefore prohibits improper deductions from FLSA exempt employees' pay. The City will promptly remedy any violations of this policy by reimbursing an affected employee for any amounts which have been improperly deducted from the employee's pay.
Any employee who believes that an improper deduction has been made from his/her pay should submit a complaint to the Human Resources Department as soon as possible. The Human Resources Department shall promptly investigate the complaint and render a written decision as soon as is reasonably possible. If the complaint is determined to be justified, the employee shall promptly be reimbursed in the amount improperly deducted. The City shall thereupon restate its good faith commitment to future compliance with the Fair Labor Standards Act.

6.10 NO GUARANTEE OF HOURS

Nothing contained in these Rules shall be construed to constitute a guarantee of minimum hours of work per day or per work week or of days of work per work week, provided that when reasonably possible at least 14 calendar days advance notice shall be given to each employee whose work hours are to be reduced. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a reduction-in-force.

6.15 STAND-BY AND CALL-BACK POLICY

Policies relating to stand-by and call-back duty shall be established by the City Manager. (*For more information on stand-by and call-back requirements and compensation, see Section 15.)*

6.20 TIME SHEETS

All City employees must complete time sheets showing hours worked and leave taken. Salaried employees are not subject to having their pay reduced for less than 8 hour increments when no other authorized leaves are available to them. The City may make deductions from paid leave accruals for periods of less than 8 hours. Time sheets must be signed by the individual employee, the employee's supervisor, Division Manager and,

where required, Department Head. Time sheets will be reviewed and audited by the

Finance Department. Notice of any correction(s) to the time-sheet will be sent to the employee and the Department Head. Such corrections will be deemed final unless questioned by the employee within thirty (30) days after the notice of correction has been given to the employee. Unresolved matters may be taken to the Human Resources Director for a final determination.

6.25 CONSTRUCTIVE RESIGNATION

An employee who is absent, without authorized leave, for three (3) or more consecutive work days is deemed to have resigned. If the Department Head, with the concurrence of the Human Resources Director, determines that extenuating circumstances exist, the resignation may be rescinded, in which case, absence may be covered by leave, with or without pay, if so approved by the Department Head.

6.30 LUNCH AND BREAK POLICY

Employees may take one break in the morning (before 11:00 a.m.), and one in the afternoon (after 2:00 p.m.). Break periods shall not exceed fifteen (15) minutes each. One paid break period is allowed for each 4-hour work period. Part-time employees are not entitled to a paid break unless they work longer than four hours.

Lunch periods shall be at least thirty (30) minutes, but no more than sixty (60) minutes per day. Employees are expected to conform their lunch hours in accordance with department schedules. As department schedules may not permit all employees to take lunch between 12:00 noon and 1:00 p.m., the Department Head may authorize staggered lunch periods throughout the late morning and afternoon. Part-time employees must work six or more consecutive hours to receive an unpaid 30-minute lunch break. If the part-time employee is alone, he/she may be authorized to eat at the work-site on paid time.

An employee who takes a break from his/her normal work station to smoke is using part of the 15-minute break. Employees in transit in the conduct of City business while smoking does not constitute a smoke break.

Break and lunch periods may be taken only in the time period for which they are designated and may not be accrued. Extenuating circumstances, as determined by the immediate supervisor, may establish cause for variation from the scheduling of break and lunch periods.

Salaried employees are expected to conform generally to the established standard for all employees. Although flexibility is provided for salaried employees to exercise judgment in maintaining their work schedule, this schedule should not be to the detriment of work production.

7.05 HOLIDAY PAY AND HOLIDAY LEAVE

Days designated as legal holidays by the City Council are 11 holidays as follows:
New Year's Day (January 1), Dr. Martin
Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veteran's Day (November 11th), Thanksgiving (4th Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24th), and Christmas Day (December 25th).

Effective July 10, 2009, career full-time and career part-time employees receive holiday pay for all working hours scheduled to be worked on a holiday. If the holiday occurs on a day the employee is normally scheduled off, e.g. Friday, Saturday, Sunday or a WSR day, then the hours are recorded in the employee's accrued holiday leave bank, and the employee may request to use the banked holiday leave time like paid Annual Leave. However, when a holiday occurs on a Friday, Saturday or Sunday, the City may designate another day during the work week as an observed holiday. Career full-time employees accrue the number of hours of holiday leave time, based on their regular full-time work day schedule and work week schedule, i.e. 8 hours when on a 5/40, 9 hours when on a 4/36, 8 hours when on a 9/80, or 10 hours when on a 4/10 work week schedule. Career part-time employees accrue holiday leave time on a prorated basis. Accrued holiday leave time hours remain in the employee's holiday bank until used, without risk of forfeiture.

Temporary employees do not get paid or accrue holiday leave time.

7.10 ANNUAL LEAVE

In lieu of accruing separate banks of ~~holiday,~~ floating holiday, vacation, sick hours, and administrative leave time where applicable, employees will accrue annual leave. Effective December 14, 2007, accrued vacation banks for current employees will be converted to annual leave on an hour-for-hour basis.

Annual Leave Usage

Some of the appropriate uses of this leave time include the following:

~~A. To enable employees to get paid on days so designated as legal holidays by the City Council which includes New Year's Day (January 1), Dr. Martin Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veteran's Day (November 11th), Thanksgiving (4th Thursday in November), Day after Thanksgiving (Friday after Thanksgiving), Christmas Eve (December 24th), and Christmas Day (December 25th).~~

~~B~~**A.**To provide recuperation time for an employee incapacitated due to illness, injury, or other medical disability;

~~C~~**B.**To allow for the quarantine of an employee exposed to a contagious disease which results in the enforced quarantine of an employee in accordance with public health regulations;

~~D~~**C.**To attend to the urgent health needs of immediate family members;

~~E~~**D.**To attend medical or dental office appointments;

~~F~~**E.**To enable employees to conduct important personal business during normal working hours;

~~G~~**F.**To provide time for periods of rest and relaxation; or

~~H~~**G.**In other instances consistent with all existing Rules and Regulations as

authorized by the employee's Executive Manager or representative.
When personal emergencies or situations of personal necessity arise, annual leave may be granted over the telephone within 30 minutes of start time unless special and extenuating circumstances prohibit employees from calling in , but the caller must identify the specific reason for the emergency or necessity and follow up with a written request. Employees are encouraged to accrue annual leave balance as a protection against the adverse affects of short- or long-term absences due to a major illness or injury.
Minimum Use: During each calendar year, each full time career employee shall use at least ~~168~~ **80** hours of annual leave**.**, ~~with approximately, 88 hours of this leave provided to enable employees to get paid on days so designated as legal holidays by the City Council when City facilities are closed.~~ Part-time career employees are required to use forty (40) hours of annual leave. ~~Part-time career employees should use a portion of these hours for holidays, as appropriate.~~
Further, employees are urged to retain a reasonable bank of annual leave in case of unexpected illnesses or injuries to either themselves or family members.
All employees shall generally make a request for said leave to the executive manager in sufficient time to plan work schedules. Consequently, executive management is responsible for planning work schedules to allow each employee to take that leave each calendar year and each employee is responsible for using it. Failure to use the minimum required hours of such leave shall result in City Manager review of the circumstances surrounding such failure. Failure to follow the minimum usage may result in disciplinary action if conditions warrant.
Paid annual leave shall continue to accrue in accordance with the provisions during any authorized period of leave with pay. All annual leave shall be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is assigned.
If an employee needs to be absent from work on a given day due to any unexpected reason, he/she must notify the supervisor by telephone within the first half hour of normal reporting time or earlier if possible.
Reporting Annual Leave: The reporting of the use of annual leave should normally be in increments of a quarter of an hour for non-exempt employees and ~~one~~ **quarter of an** hour increments for exempt employees will be used whether the employee works a full or partial day.
Physician's Certificate: An employee absent on unscheduled annual leave in excess of three (3) consecutive working days due to illness or injury, may be required by his/her executive manager to submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. The executive manager may also require a written statement that such employee is able to resume his/her normal duties.
Management must list reasons for requesting the doctor's excuse for annual leave of less than three (3) consecutive working days. An employee may be placed on medical certification in instances when leave has not been preapproved and the employee has exceeded the minimum use requirement for Annual Leave.

Leave Donation: Up to 24 hours of annual leave may be voluntarily donated from

one employee to another out of a humanitarian need when the recipient employee has no leave accrued per ~~City Manager's~~ approval **by the Human Resources Director**. No more than 480 total hours of leave may be donated to an individual employee. ~~Donated annual leave will be taken from the forfeitable portion of leave balances.~~

Annual Leave Accrual

Annual leave time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year. Each career employee shall have annual leave time accrue for each pay period starting from the first day of probationary appointment. Accrual rates are based on years of service.

Employees shall receive annual leave benefits on a pro-rata basis, calculated by the number of hours paid as a percentage of a forty (40) hour workweek**, including any WSR**. Employees, as outlined in the City's Benefit Plan, shall receive annual leave accruals as follows:

A. Executive Management Employees shall earn ~~14.77~~ **11.39** hours of annual leave per pay period of service (approximately ~~384~~ **296** hours per year). This accrual shall extend to ~~16.31~~ **12.93** hours per pay period (approximately ~~424~~ **336** hours per year) at the beginning of the sixth year and extend to ~~17.85~~ **14.47** hours per pay period (approximately ~~464~~ **376** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.

B. Division Management Employees shall earn ~~13.85~~ **10.47** hours of annual leave per pay period of service (~~360~~ **272** hours per year). This accrual shall extend to ~~15.38~~ **12.01** hours per pay period (approximately ~~400~~ **312** hours per year) at the beginning of the sixth year and extend to ~~16.31~~**12.93** hours per pay period (approximately ~~424~~ **336** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave including grandfathered amounts. Once an employee reaches this cap, annual leave accruals will be suspended.

Division Management Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~16.92~~ **13.55** hours per pay period (approximately ~~440~~ **352** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

C. Professional / Administrative shall earn ~~13.08~~ **9.70** hours of annual leave per

pay period of service (~~340~~ **252** hours per year). This accrual shall extend to ~~14.62~~ **11.24** hours per pay period (approximately ~~380~~**292** hours per year) at the beginning of the sixth year and extend to ~~15.54~~**12.16** hours per pay period (approximately ~~404~~ **316** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the actual accrual rate as a recruitment tool. Employees in this category may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.

PAM Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~16.15~~**12.77** hours per pay period (approximately ~~420~~ **332** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave.

PAM Confidential employees receive an additional 0.62 hours per pay period (approximately 16 hours per year) of annual leave per year.

D. Non-Exempt Employees shall earn ~~10.77~~ **7.39** hours of annual leave per pay period of service (approximately ~~280~~ **192** hours per year). This accrual shall extend to ~~12.31~~ **8.93** hours per pay period (approximately ~~320~~ **232** hours per year) at the beginning of the sixth year and extend to ~~13.23~~ **9.85** hours per pay period (approximately ~~344~~ **256** hours per year) at the beginning of the 11th year. The City Manager has the authority to increase the annual leave accrual rate as a recruitment tool. Employees in these categories may accrue up to ~~2,080~~**1,664** hours of annual leave. This ~~2,080~~**1,664** hour cap includes previously accrued leave ~~including grandfathered amounts~~. Once an employee reaches this cap, annual leave accruals will be suspended.

Non-Exempt Employees hired prior to 9/22/92, shall accrue annual leave at the rate of ~~13.85~~ **10.47** hours of annual leave per pay period (~~360~~ **272** hours per year), and may accrue up to ~~2,080~~**1,664** hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

E. Seasonal Employees/Crossing Guards with Leave Accruals shall accrue annual leave at a rate determined by their program agreement or contract. Temporary Employees shall not normally accrue paid annual leave, but may take leave without pay as approved by their supervisors.

7.15 GRANDFATHERED LEAVE BALANCES

Prior Sick Time Accruals: Employees shall retain all existing sick leave hours accrued prior to the enactment of this policy **on December 14, 2007. Such accrued sick leave hours shall be referred to as Grandfathered sick leave balance and are considered Frozen Sick Leave hours.** Although sick leave will no longer continue to accrue for employees, an employee's **frozen** sick leave balance will be available for use in the event of a~~n~~ serious illness or injury which qualifies for disability. These frozen sick leave hours can ~~not~~ be used for baby bonding or family member's illnesses or injuries**, if the employee is on approved FMLA leave**.

This Grandfathered sick leave balance shall be available for cash out upon separation at a rate of 40% of the accrued balance for full time employees and 20% for part time employees. The remaining balance will be converted to PERS service credit for retiring employees. Separating employees will forfeit the remaining balance.

At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:

1. **70% PERS Service Credit with 30% Cash Out**
2. **80 % PERS Service Credit with 20% Cash Out**
3. **90 % PERS Service Credit with 10% Cash Out**
4. **100 % PERS Service Credit with 0% Cash Out**

Grandfather Clause: Sick leave balances as of 9/22/92 for Executive Management and Division Management employees shall be available for cash out upon ~~separation~~ **retirement** at a rate of 60% of the accrued balance and 40% towards PERS service credit. When sick leave is taken, the hours last accumulated shall be utilized first. **Employees not retiring under the City's CalPERS contract benefits at the time of employment separation shall forfeit 40% of their frozen sick leave.**
An employee absent for three consecutive working days due to illness of injury may access their frozen sick leave bank if they submit a written statement by a physician certifying that the employee's condition prevented the employee from performing his/her duties. Further, the employee is to complete the Leave of Absence Request Form and attach it to the physician's certification before submission to their supervisor and executive manager for approval.
Converted Vacation, Holiday, Floating Holiday, and Admin Leaves: Balances converted to annual leave will be cashed out upon separation at the 100% rate in effect prior to the enactment of this policy. When annual leave is taken, the hours last accumulated shall be utilized first.
Effective one time only, at the time of conversion to Annual Leave, total hours in excess of 1384 shall be excluded from the ~~2080~~ **1664** hour annual leave cap.
The beneficiary on file of an employee who has died while actively employed by the City may receive a 100% cash out of the employee's accrued sick leave.
7.20 ANNUAL LEAVE CASH OUT UPON SEPARATION AND RETIREMENT
Separation from the City
Employees separating from the City are entitled to payment for ~~80%~~ **100%** of their unused accrued annual leave balance. ~~The remaining 20% will be forfeited. Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15.~~
Retirement from the City
Employees retiring from the City are entitled to payment for ~~80~~**100**% of their unused accrued annual leave balance. ~~The remaining 20% will be converted to PERS service credit.~~
No compensation for annual leave will be awarded to current City employees until they terminate or retire.
Grandfathered leave balances will be cashed out upon separation in accordance with Section 7.15.
7.30 BEREAVEMENT LEAVE
Employees shall be allowed to utilize four (4) days of bereavement leave in the event of

the death of an immediate family member. Immediate family in this instance shall be defined as mother, father, spouse, domestic partner, natural/step-children, children of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild. Step-parents may be included if they are currently members of the immediate family.

Employees will be allowed Annual Leave to be taken and/or advanced, if needed, up to ten (10) days in length in addition to bereavement in the event of a death in the employee's immediate family (parent, spouse, child, domestic partner, step-child, child of domestic partner, mother-in-law, father-in-law, brother or sister, grandparent or grandchild). Step-parents may be included if they are currently members of the immediate family.

7.35 JURY DUTY AND WITNESS LEAVE

No employee shall be dismissed or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law provided such an employee complies with the provisions of this Section. An employee called to serve as a juror or witness shall notify his or her supervisor at least one (1) week prior to the commencement of such service, unless extenuating circumstances exist.

Any employee of the City called as a juror or witness shall be entitled to be absent from his or her duties with the City shall receive their regular salary limited to one-hundred (100) hours each year for each of the following types of jury service: local and federal. This could be expanded, dependent on an unusual situation, which is subject to the approval of the City Manager. The employee shall obtain a jury calendar or assignment sheet weekly during such service. The employee shall have the jury calendar or assignment sheet signed by the jury clerk or commissioner and shall deliver this sheet to his or her supervisor at the end of each week to verify jury duty or witness service.

If a career employee on an alternative work schedule is summoned for jury duty, the Department Head or designee shall convert the employee's usual work shift to a regular five (5) day, Monday through Friday shift basis. A career employee required to serve on jury duty shall be entitled to his or her regular rate of pay, provided the employee deposits any fees for service, excluding mileage, with the City. A crossing guard, temporary, seasonal, or emergency employee called for jury duty will not be compensated for time lost while on jury duty, but shall be entitled to retain his or her jury fees.

Any employee required to be absent from work on behalf of the City by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at his or her regular rate of pay, provided that any fees, except mileage, are deposited with the City. A non-exempt employee required to be present as a witness in any other matter shall not be entitled to be paid during such absence. An exempt employee will be paid his/her regular rate of pay whenever required to provide testimony under oath in any proceeding related to City matters.

An employee who is released by the court from jury duty on any regularly scheduled work day shall contact his or her supervisor to find out whether he or she is required to return to work. An employee who is scheduled for stand-by duty while serving on jury duty shall be rescheduled for stand-by duty after the conclusion of jury duty, unless the employee agrees to serve both.

7.40 PREGNANCY DISABILITY LEAVE

Pregnancy disability leaves of absence shall be granted to employees medically disabled by pregnancy, childbirth, or related conditions, provided such leave shall not

exceed four (4) months. At the commencement of a pregnancy disability leave of absence, employees will use accrued Annual Leave and/or compensatory time off, as well as disability pay, and thus, continuing to receive pay. City pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies except as modified herein. The use of accrued time-off shall not extend the length of the leave. The authorized absence is only for the duration of the disability up to four (4) months.

When an employee is on pregnancy disability leave, the City shall continue payment of benefit premiums for the employee and her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. If an employee files for disability, a doctor's certification is required. When the employee is no longer disabled, she may no longer continue pregnancy disability leave. ~~If she chooses to remain away from work longer, she must apply for family leave.~~ Annual Leave shall not accrue during a pregnancy disability leave of absence unless the employee is continuing to receive pay by utilizing accrued Annual Leave or compensatory time off. Employees on pregnancy disability leave may also be eligible for benefits under the City's Disability Program. Employees must file a claim in order to receive these benefits. Forms are available from the City's Human Resources Department.

Any employee who takes a pregnancy disability leave of absence shall have her anniversary date extended by the same length of time as the unpaid portion of the maternity leave. For purposes of this section, paid portions of pregnancy disability leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a pregnancy disability leave of absence while on probation, her probationary period shall be extended the same length of time as the pregnancy disability leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

A request for a pregnancy disability leave of absence should be submitted by the employee as soon as feasible after the employee learns of her pregnancy. The employee must provide a written statement from her physician indicating the date the physician believes the leave of absence should begin and the estimated date of birth. The City may require a pregnant employee who wishes to continue working to provide a physician's statement approving the continuance of her current work duties.

Before returning to work following a pregnancy disability leave of absence, the employee shall submit a physician's verification stating the employee's ability to return to work. Unless the leave is otherwise extended, at the end of the four (4) month pregnancy disability leave period the employee shall be required to return to work full time. If approved by the employee's physician, the Department Head and the Human Resources Director, the employee may choose the option of returning to work prior to the conclusion of the four (4) month period on either a full-time or part-time basis and receive pro-rated benefits.

Up to an additional two (2) months of pregnancy disability leave may be granted for medical reasons if the employee's physician provides a written statement indicating the employee's inability to perform her duties or any feasible "limited duties." Such an extension of pregnancy disability leave is subject to the approval of the City Manager whose decision is final and conclusive. Nothing herein shall guarantee an extension beyond the standard four (4) months of leave.

An employee may take both pregnancy disability leave and subsequently State family care and medical leave to be with a newborn. The employee is entitled up to four (4) months of pregnancy disability leave, plus an additional twelve (12) weeks using the State family care and medical leave provisions.

7.45 FAMILY CARE AND MEDICAL LEAVE

Leaves of absence shall be granted to employees who have full-time career service with the City during the previous 12-month period, for the reason of childbirth, adoption, foster care, parental care, serious family illness, or for an immediate family member or the employee's own serious health condition, provided such leave shall not exceed twelve (12) weeks of leave in a twelve (12) month rolling period. When both parents are employed by the City, the two employees are only entitled to receive a combined twelve (12) weeks for the birth, adoption, or foster care of a child.

At the commencement of a family leave of absence, employees ~~shall~~ **may** first use all **Frozen Sick Leave, and then any other accrued leave available, such as** accrued Annual Leave or compensatory time off and, thus, continu~~ing~~ to receive pay. Pay will cease when all accrued allowances have been used, and the employee shall receive leave without pay and be subject to all policies governing leave without pay, except as modified herein. The use of accrued time off shall not extend the length of the leave.

The City requires the following information on a certification of the need for this leave:

A. The date on which the serious health condition commenced.

B. The probable duration of the condition.

C. In the case of caring for a family member, an estimate of the amount of time the employee needs to care for the individual.

D. That the serious health conditions warrant participation of a family member to provide care during the period of treatment.

In the case of an employee's own serious health condition, if the employee is unable to perform the functions of his or her position, the City can seek second and third opinions at its cost.

A serious health condition means an illness, injury, or impairment, or physical or mental condition that involves one of the following: hospitalization; absence of three (3) days plus treatment; pregnancy; chronic conditions regarding treatment; permanent/long term conditions requiring supervision; or multiple treatments (non-chronic conditions).

When an employee is on unpaid family leave, the City shall continue payment of benefit premiums for the employee and his/her dependents. The City shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the City by utilizing accrued allowances. Annual Leave shall not accrue during a family leave of absence unless the employee is continuing to receive pay.

An employee who takes a family leave of absence shall have his/her anniversary date extended by the same length of time as the unpaid portion of the family leave. For purposes of this section, paid portions of family leave include only those portions for which payments are received on account of Annual Leave or compensatory time off. If an employee takes a family leave of absence while on probation, his/her probationary period shall be extended the same length of time as the family leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance. Family leave shall not constitute a break in service for purposes of longevity or seniority.

The employee should request a family leave of absence by submitting the proper form to his/her supervisor, signed by the Department Head, concurred by the Human Resources Director, and approved by the City Manager. Forms may be obtained in the Human Resources Department. For a more detailed understanding of this policy, the employee should read the complete family leave policy in the City's Administrative Policy Manual.

Employees may take 40 hours of Annual Leave per school year to consult with the school teachers or counselors of children, step-children, or children of domestic partners, or to attend their school activities. This time is to be taken against any leave accruals except sick leave. If no accrual is available, leave without pay may be used. As this is State law, supervisors must approve this leave up to 40 hours annually per child. The employee must provide evidence of this school appointment. Supervisors need not approve more than eight (8) hours in a month.

7.50 LEAVE OF ABSENCE WITHOUT PAY

Any employee who is absent from work and who is not on leave of absence with pay shall be considered to be on leave of absence without pay, if such leave has been authorized by the proper authorities.

This section is designed to grant special requests for leaves of absence without pay that are not specifically addressed in either the military leave, FMLA, or pregnancy disability leave sections of these Personnel Rules.

A leave of absence without pay must be approved by the appropriate Executive Manager. Leave without pay in excess of one week shall also require the approval of the Human Resources Director. No leave of absence without pay shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No leave of absence without pay pursuant to this Section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee. The supervisor may require leave without pay in the event an employee is late for work or misses work without valid approval. In this case the supervisor would annotate the employee time sheet with leave without pay for the absent time.

An employee on a leave of absence without pay shall not receive compensation on accrued Annual Leave. After thirty (30) consecutive working days on a leave of absence without pay, contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits, which may not be so continued. Any employee requesting a leave of absence without pay shall utilize all of his or her accrued compensatory time off or Annual Leave prior to the start of the leave without pay.

Any employee who takes a leave of absence without pay for more than 30 work-days in a calendar year shall have his or her anniversary date extended by the same length of time as the leave without pay. If an employee takes a leave of absence without pay while on probation, his or her probation period shall be extended the same length of time as the leave without pay. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved leave of absence without pay, the employee shall be reinstated to the position he or she occupied at the time leave was granted.

Unauthorized failure on the part of an employee to report to work upon expiration of the leave of absence without pay shall constitute job abandonment and will result in dismissal.

It is the responsibility of the employee to submit a written request for a leave of absence within two weeks before such leave would begin stating the reason for the request, the date such leave will begin, and the duration of the leave. A “Leave of Absence Request” form and a “Payroll Action Form” must also be completed. Failure of an employee to apply for leave of absence and complete all necessary forms will be considered to be absent without leave, and all City-paid benefits will be terminated. Any unauthorized absence of an employee from duty shall be deemed to be absent without pay and may be cause for disciplinary action. Failure to report for work or call in for three (3) consecutive workdays shall be considered a voluntary resignation.

7.55 MILITARY LEAVE

Military Reserve Leave shall be granted under the provisions of State Law, which, in pertinent part at the present time, defines military reserve leave as: “military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days in a fiscal year, including time involved in going to and returning from the duty, but not for inactive duty (for training) such as scheduled reserve drill periods.” For the purposes of this Section, “active military training” shall be defined as a period of training (i.e. encampment, naval cruises, special exercises, or like activities) that normally occurs once a year over a two-week interval. “Inactive duty for training” and “scheduled reserve drill periods” shall be defined as the weekend periods of training that are scheduled once a month. Such weekend drills do not conflict with normal working hours within the City.

Employees must submit a copy of military orders to their Department Head and the Human Resources Director prior to the beginning of the military leave period and as soon as the employee knows of the need to request such leave, except where military necessity dictates.

Employees shall receive their full regular pay during the first thirty (30) calendar days of "military leave" in any one fiscal year. After the first thirty (30) days of military leave in a fiscal year, employees will continue to receive the same compensation less any military pay up to one year during the period of active military leave.

Employees on a military leave of absence shall receive the same Annual Leave and the same rights and privileges to promotions, continuance in office, employment, reappointment to office, or reemployment that they would have enjoyed had they not been absent there from. Contributions to retirement, and medical and dental plans that are not otherwise provided by military coverage during active duty, shall be continued until the employee is reinstated, provided that the period of ordered duty does not exceed three (3) years.

Except for probationary employees, an employee's anniversary date shall be extended if his or her military leave of absence is in excess of thirty (30) days per fiscal year. If an employee's military leave of absence exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as his or her leave of absence, minus the first thirty (30) days (i.e. if the employee's military leave of absence is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee is required to perform military reserve duties while on probation, his or her probationary period shall be extended the same length of time as the military leave. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

The City shall reinstate those employees returning from a military leave of one year or less to the position they occupied prior to taking a military leave of absence or to a position of comparable seniority, status, and pay, if such position exists, upon presentation of a certificate of satisfactory completion of service and if such employees are qualified to return to their former positions. If no such comparable position exists, the employee shall have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken a temporary military leave of absence.

Any employee who, in time of war or national emergency as proclaimed by the President or Congress, is ordered by the military to active duty, shall have a right, if released, separated, or discharged under conditions other than dishonorable, to return to his/her former classification within one year after termination of his/her active service with the armed forces, but not later than six (6) months after the end of the war or national emergency. (See Government Codes 395.1, 146, and 395.05.)

7.60 ON-THE-JOB INJURIES AND WORKERS' COMPENSATION COVERAGE

All injuries and illnesses arising out of, and in the course and scope of employment with the City, including first aid injuries, shall be reported immediately to the appropriate supervisor. The supervisor, upon receiving notice of the accident, shall be responsible for (1) giving the injured employee an "Employee's Claim For Workers' Compensation Benefits" (DWC-1) form within twenty-four (24) hours; and (2) immediately notifying ~~the~~ Risk Management of the accident in accordance with Labor Code provisions. The Risk Management shall be responsible for completing an "Employer's Report of Occupational Injury or Illness (form 5020)."

An employee incapacitated on account of an injury or illness arising out of and in the course and scope of employment may be entitled to:
A. Medical care to cure the injury;
B. Rehabilitation services necessary to return to work; and
C. "Temporary disability" payments in lieu of lost wages, commencing three (3) days after the injury occurs.
If an occupational injury or illness is severe and requires immediate medical attention, first aid should be rendered and medical treatment should be obtained at the closest City-designated medical treatment facility. For severe accidents occurring outside the City limits, medical treatment should be obtained at the closest medical facility. Use of paramedic services is automatically authorized if the injury is life threatening.
In the case of an occupational injury that requires medical attention within the first twenty-four (24) hours or develops symptoms after the first twenty-four (24) hours following the injury, the employee shall immediately notify his or her supervisor and the employee's supervisor shall notify ~~the~~ Risk Management. If the employee has not submitted a properly completed "Employee Notification of Personal Physician" form to ~~the~~ Risk Management for treatment of job-related injuries, all medical treatment shall be provided through the City's designated medical service providers for the first thirty (30) days after the date of the injury. If the employee has submitted a properly completed "Employee Notification of Personal Physician" form to the Human Resource Department for treatment of job-related injuries, an appointment may be scheduled with the employee-designated medical service provider. The employee shall notify the Risk Management prior to scheduling the appointment, if he or she has chosen to be treated by an employee-designated medical service provider.
A career employee who is disabled by injury or illness arising out of and in the course and scope of his or her duties shall suffer no loss in City pay or accrued Annual Leave for the first three (3) days of absence from work because of such disability. If a career employee's absence persists in excess of three (3) days, the employee may be eligible for "temporary disability" payments. State law shall determine the "temporary disability" payment an employee can expect to receive from Workers' Compensation Insurance.
City policy allows for career employees incapacitated by reason of an injury or illness arising out of and in the course and scope of his or her employment to receive **fully paid Workers' Compensation Leave (i.e., equal to the employee's regular base pay compensation, including reduced pay due to furlough pay reduction).**~~a sum which, when added to the amount of temporary disability payment, will result in a payment equal to such an employee's regular compensation~~. This is for the first six (6) months and then **receive** 66-2/3% of the gross salary **through the City's Long Term Disability Plan** up to the maximum by Labor Code beyond the six (6) months after the injury. This applies unless the employee is hospitalized for greater than 90 days, or is not allowed by the City to return to light duty even though authorized by competent medical authority to return to limited duty. The City shall allow the employee to use Annual Leave or compensatory time in order to equal his/her normal salary after the six (6) months. **If the employee is unable to return to work due to a permanent disability and retires under CalPERS benefits, the employee may also be eligible for long-term disability plan benefits under the provisions, requirements and limits of the plan.**

Once all accrued leave is exhausted, compensation would be 66-2/3% of gross salary and all leave benefits will cease to accrue. Such worker's compensation shall commence three (3) days after the injury occurs, or after temporary disability begins, and shall conclude with the termination of such a temporary disability, upon reaching a permanent and stationary condition, as determined by competent medical evidence, or upon the completion of one (1) year on-the-job injury leave, whichever comes first. **If the employee is still unable to work after one year, the City may initiate processing a PERS disability retirement application on behalf of the employee.** Employees with injuries or illnesses that persist beyond six (6) months may be eligible for workers' compensation temporary or permanent disability payments. Workers' Compensation income is non-taxable.

Except for probationary employees, an employee's anniversary date shall be extended if his or her Worker's Compensation related injury or illness is in excess of thirty (30) days per fiscal year. If an employee's Worker's Compensation related injury or illness exceeds thirty (30) days per fiscal year, his or her anniversary date shall be extended the same length of time as the injury or illness, minus the first thirty (30) days (i.e. if the employee's injury or illness is forty-five (45) days, the employee's anniversary date shall be extended fifteen (15) days). If an employee experiences a Workers' Compensation related injury or illness while on probation, his or her probationary period shall be extended the same length of time as the injury or illness. Such extensions of anniversary dates and probationary periods, which arise as a result of this policy, shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Workers' Compensation leave and benefits shall be granted to an employee upon presentation to the City of a properly completed claim form and presentation of a physician's certificate of temporary disability status. A claim denied by the Workers' Compensation Board, a written statement from the treating physician indicating that the employee's condition is permanent and stationary, or separation from City service shall terminate an employee's eligibility for Workers' Compensation leave and any applicable benefits for that particular injury or illness.

The City maintains its right to require that an employee receiving workers' compensation benefits see a City-designated physician on a periodic basis to determine the employee's disability status. When an employee is given a permanent disability rating by the Disability Rating Bureau of Workers' Compensation Appeals Board of the State of California, the employee may return to work provided that he or she can perform his or her assigned duties safely without endangering his or her health or safety, or that of others.

The City also maintains its right to require an employee to return to work on a limited or modified duty status, provided that he or she has received written authorization, including stated restrictions, from the City-designated physician as well as from the Risk Management and the Department Head. Such modified duty must be of a temporary nature, usually limited to 90 days.

The City should communicate in writing with the employee's authorized physician to obtain the modified duty authorization. It should provide the doctor with a description of the employee's regular duties as well as a description of all proposed modified duty to be assigned and provide a copy of that correspondence to the employee. The treating physician should provide to the City and the employee a written modified duty

authorization, including specific limitations and restrictions, as well as assignments the doctor authorizes the employee to perform.
An employee who declines a modified duty position, which meets the treating physician's requirements, may be subject to disciplinary action, up to and including termination. If an employee is medically stationary, but has not been released to his or her regular budgeted position and is one for whom a reasonable accommodation cannot be made, then that employee is subject to medical layoff **or medical retirement.**

Additional information concerning Workers' Compensation Leave or benefits may be obtained by contacting ~~the~~ Risk Management and by referring to Risk Management Policy 6.19, Modified Duty/Return to Work Policy.

7.65 VOTING LEAVE

In accordance with State law, the City of Moreno Valley encourages all employees to vote in local, state, and national elections. Employees are encouraged to vote outside of normal working hours. Under special circumstances, an employee who does not have ample time to vote outside of normal working hours may make arrangements with his or her supervisor to take up to two hours with pay in order to vote.

SECTION 8: CONDUCT AND DISCIPLINARY GUIDELINES

8.05 GENERAL STATEMENT OF POLICY

It is the City's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct is recognized.

The City's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record.

8.10 CUSTOMER SERVICE POLICY

Moreno Valley residents depend on each City employee to render service speedily, efficiently, effectively and courteously. The following guidelines express in part the expectations of how employees are to implement the customer service philosophy of the City:

A. Employees shall keep themselves informed in order to perform their jobs effectively.

B. Employees shall be concerned about the welfare of others.

C. Employees shall be considerate, tolerant, patient and fair with others.

D. Employees shall be cheerful and as positive as possible.

E. Employees shall use their training and capabilities to provide residents and businesses with the best service possible. Every effort should be made to provide correct answers and positive results.

8.15 UNLAWFUL DISCRIMINATION

Any employee who harasses or unlawfully discriminates against any other person on the basis of the other person's religion, age, sex, marital status, race, color, national origin, ancestry, medical condition, pregnancy, political affiliation, mental/physical disability, or sexual orientation, including gender identity; or denies family and medical leave (FMLA), or pregnancy disability leave; or as retaliation against an employee for filing a harassment and/or discrimination compliant, shall be subject to discipline in accordance with these Rules.

8.20 STANDARDS OF CONDUCT

Employees are encouraged to excel in their work. City employees are prohibited from engaging in any conduct which could reflect unfavorably upon the City. The following standards are intended to govern the actions of all City employees during their course of employment. Employees who violate these standards shall be subject to appropriate disciplinary actions.

A. Employees shall abide by and carry out the ordinances, resolutions, policies, procedures, and the rules & regulations of the City of Moreno Valley.
B. Employees shall always conduct themselves in a manner which reflects credit to the City and creates positive morale among City employees.
C. Employees shall operate all equipment safely and utilize safe means of carrying out their duties.
D. Employees shall follow instructions for all equipment and property.
E. Supervisors shall manage in an effective, considerate and fair manner.
F. Subordinates shall follow instructions in a positive, cooperative manner.
G. Employees shall provide service with courtesy and a smile and avoid arguments with the public and other employees. If citizens become difficult, they should be referred to a supervisor.
H. Employees shall avoid interpersonal conflict with others as it may affect productivity or the City's image. It is not necessary for everyone to like everyone else, but it is necessary to treat everyone respectfully, professionally, and courteously.
I. Employees shall dress appropriately. Although dress will vary with the type of work done, neatness, cleanliness, and a professional image are essential. Uniforms must be kept in good condition and worn while on duty, if required. All field personnel who are supplied uniforms will wear their complete uniform at all times while on the job. Exceptions may be granted on a case-by-case basis by the immediate supervisor.
Political buttons, or other attire that do not promote a professional image or may not provide adequate protection from work-related injuries shall not be worn while on duty.
J. The use or possession of alcoholic beverage, illegal drugs, or controlled substances while on paid duty time, or working while under the influence thereof, will not be tolerated. Violation will result in disciplinary action, as outlined in Section 8.35 of these Rules. See Section 1.75 and 1.80 of the Rules.
K. Employees should behave in their personal lives in such a manner as not to reflect discredit upon the City.

8.25 OBJECTIVE OF DISCIPLINARY GUIDELINES

The disciplinary guidelines outlined in Section 8 are intended to be standards for applying discipline on the job. The offenses listed are not intended as comprehensive coverage of the subject. The disciplinary actions listed are standards and guidelines. Individual circumstances may justify a supervisor, together with the Department Head and the Human Resources Director, administering more or less severe forms of

disciplinary actions than those listed in these guidelines. The disciplinary authority must use reasonable judgment and proper documentation in each individual instance.
All disciplinary actions should be consistently enforced. “Consistently enforced” does not mean that a supervisor must assign the same penalty in each case, but rather, that the supervisor take some form of disciplinary action for each infraction. The supervisor must also be able to justify the level of discipline imposed in a particular case by objective criteria.
Any variations to these procedures will be reviewed by the Human Resources Director and approved in writing by the City Manager.

8.30 MAJOR AND MINOR OFFENSES

There are two classes of disciplinary actions – major and minor.
A. Major: Misconduct that directly affects the safety or health of other employees or customers or misconduct that directly affects the success or survival of the organization.
B. Minor: Misconduct that interferes with the smooth, orderly, planned, and systematic progression of work.

8.35 LEVELS OF OFFENSES

There are four levels of offenses listed. A documented pattern which shows a history of recent disciplinary problems can result in cumulative or more severe disciplinary actions, including disciplinary suspension, reduction in pay, demotion, or dismissal. Moderating circumstances which may result in less severe disciplinary action include an employee’s positive work record, outstanding accomplishments, length of service, and extenuating circumstances of the violation.
A. Engaging in any of the following conduct will most likely result in dismissal:
1. Theft, embezzlement, or fraud.
2. Falsification, unauthorized removal, or alteration of official City records or employment applications.
3. Possession of, use of, or working while under the influence of alcoholic beverages or other controlled substances during City working hours, while on City property, while operating City vehicles, or while subject to duty (i.e. stand-by).
4. Assault, battery, or fighting an individual while on duty or under the guise of office.
5. Illegal possession or brandishing of weapons or firearms on City premises or property, while on duty or under the guise of office.
6. Acceptance of bribes or extortion.

7. Conviction of a felony or any crime involving moral turpitude.
8. Commission of an act involving moral turpitude, whether or not a conviction is obtained.
9. Harassment (as defined in Section 1.90 of these Rules) or unlawful discrimination against employees or others based upon race, color, age, marital status, pregnancy, sex, national origin, ancestry, ethnicity, religion, medical condition, mental or physical disability, or sexual orientation, including gender identity; or retaliation against an employee for filing a harassment and/or discrimination complaint; or denial of family and medical care leave or pregnancy disability leave.
10. Intentionally damaging property of value.
11. Job abandonment of three (3) consecutive work days with no notification or approved absence.
12. Material false statement or omission on the employment application.
13. Driving on City business with a suspended or revoked driver's license.
14. Continuing unsatisfactory job performance.
15. Felony eavesdropping or electronic recording of confidential communication without consent of all parties to such communication.

This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above mentioned disciplinary action.

B. Engaging in any of the following conduct will most likely result in disciplinary suspension without pay for five (5) to thirty (30) days, reduction in pay or dismissal depending upon the circumstances, accumulation, or pattern of offenses. Other recently documented violations along with this incident, or the repeating of such offenses will result in dismissal.

1. Intentionally misusing or abusing City property or property of another.
2. Disregard for major safety rules.
3. Insubordination by refusing a supervisor's legitimate order.
4. Unlawfully restricting work efficiency and production.
5. Attempting to provoke a fight on City premises, threatening or deliberately intimidating others through threat of physical force.
6. Unauthorized release of information, which has been validly classified as confidential.
7. Intentional mistakes or gross negligence causing damage.

8. Use of authority for personal gain.
9. Dishonesty, including falsifying time cards or other reports.
10. Driving on City business with an expired license.
This is not an exhaustive list. Other violations of a similar serious scope and nature will result in the above-mentioned disciplinary action.
C. Engaging in any of the following conduct will most likely result in a written reprimand on the first offense, a disciplinary suspension of one (1) to five (5) working days, reduction in pay, or demotion on the second offense, and possible dismissal on the third. Other recently documented violations in conjunction with this violation will result in more severe disciplinary action.
1. Unauthorized operation of tools, machinery or equipment.
2. Gambling on City property.
3. Disregard of minor safety rules including failure to report an injury or accident.
4. Abuse of authority.
5. Carelessness or inefficiency in completing assignments.
6. Unauthorized sleeping or unaccounted whereabouts while on duty.
7. Traffic violations, including preventable accidents, in City vehicles or while on City business.
8. Political activity which violates pertinent provisions of state or local law.
9. Unauthorized absences or excessive leave without pay.
10. Abusive language that is personally or professional insulting or derogatory, directed at a person or persons with normal sensibilities, in their presence.
11. Failure to notify the employee's supervisor of the loss of a required certificate or license, including driver's license.
12. Statements or allegations which are malicious, vexatious, or not made in good faith and designed to discredit another individual or agency.
13. Garnishment on two or more different debts within any one-year period.
This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

D. Engaging in any of the following conduct will most likely result in either an informal discussion or formal warning on the first offense and a written reprimand on the second offense. Further incidents will result in more serious disciplinary action, including possible disciplinary suspension, reduction in pay, demotion or dismissal. Other recently documented violations in conjunction with this violation will also result in more severe disciplinary action.

1. Creating or contributing to unsanitary conditions.
2. Violation of smoking policy.
3. Unauthorized soliciting of contributions.
4. Distributing unauthorized printed matter on City time.
5. Failure to meet production or performance standards.
6. Engaging in behavior which prevents or hampers job performance.
7. Tardiness in reporting to work or leaving work early without supervisor approval.
8. Abuse of Annual Leave.
9. Abuse of breaks or lunch time.
10. Inability or unwillingness to work harmoniously with other employees.
11. Failure to contact supervisor when late or absent.
12. Failure to report change of vital information.
13. Failure to observe reasonable standards of personal appearance.
14. Failure to follow specified job instructions.
15. Minor safety violations, including housekeeping rule violations.
16. Frequent personal phone calls.
17. Frequent violations of established departmental rules and procedures.
18. Reading non-related material during work time when not authorized.
19. Misrepresentation of facts which does, or may lead to, a disruption of City business.
20. Posting or distributing materials or telling jokes, which are offensive to a person or persons with normal sensibilities.

This is not an exhaustive list. Other violations of similar scope and nature will result in the above-mentioned disciplinary action.

SECTION 9: DISCIPLINARY ACTIONS

9.05 DEFINITION OF DISCIPLINARY ACTION

"Disciplinary Action" means action taken by the Department Head or designee for disciplinary reasons, pursuant to these Rules, and consistent with the philosophy of progressive discipline where appropriate. Such disciplinary actions include (1) a formal warning, (2) a written reprimand, (3) disciplinary suspension, (4) reduction in pay, (5) demotion, (6) dismissal, or (7) any other action taken for disciplinary purposes.

9.10 INFORMAL DISCUSSION

Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures or rules and regulations so that problems are resolved early and thus, the need to utilize disciplinary action may be avoided.

9.15 FORMAL WARNING

The formal warning shall be given in response to minor misconduct. The warning should be prompt, calm, and constructive, and every effort shall be made for the formal warning to be given in private. The supervisor should include in the formal warning a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior.

9.20 WRITTEN REPRIMAND

The written reprimand shall be given by the Department Head or designated authority when a formal warning has not succeeded in stopping the misconduct or when the misconduct is considered too serious to warrant a formal warning. Misconduct includes failure to meet City performance standards. The Department Head should first counsel the employee about the misconduct, as if giving a formal warning. At the end of the discussion, if no extenuating circumstances are discovered, the Department Head shall inform the employee that a letter of reprimand shall follow and shall be placed in his or her central personnel file located in the Human Resources Department. The written reprimand should include a full, accurate and factual statement of the reason for the reprimand including the date and time of the event which is the cause of the reprimand, if applicable, appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior.

9.25 DISCIPLINARY SUSPENSION

Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to thirty (30) working days and are usually given when serious misconduct or repetition of past problems for which the employee has been reprimanded require a strong management response. The nature of the offense, its severity and the circumstances dictate the length of suspension. Recurrence of the same or similar offenses can result in a second or third disciplinary suspension of progressively increased duration or in a dismissal. A disciplinary suspension is given an employee

when formal warnings or written reprimands have not been effective, or when the misconduct warrants more than a written reprimand.

Employees who are categorized as exempt under the Fair Labor Standards Act may only be suspended without pay for infractions of safety rules of major significance such as rules relating to the prevention of serious danger in the workplace or to other employees. Exempt employees may also be subject to disciplinary suspensions of one or more full days without pay for infraction of workplace conduct rules applicable to all City employees.

The City distinguishes between minor disciplinary suspension as one (1) to five (5) working days and major disciplinary suspensions as six (6) to thirty (30) working days. Minor suspensions can be used as steps in progressive discipline. Major suspensions are used as a more severe step in progressive discipline or where the act of misconduct does not warrant dismissal.

Department Heads shall institute disciplinary suspensions only after receiving approval from the Human Resources Director.

9.30 REDUCTION IN PAY

The reduction of an employee's base pay is the action given when a disciplinary suspension has not been effective, or when the misconduct is too serious for disciplinary suspension alone.

Department Heads shall institute a reduction in an employee's base pay only after receiving approval from the Human Resources Director.

9.35 DEMOTION

The Department Head may demote an employee for disciplinary reasons or because the employee's ability to perform the required duties falls below standards for that position, provided that the employee has been given a reasonable time to improve. Upon request of the employee, and with the consent of the appointing authority, demotion may be made to a vacant position. No employee shall be demoted to a position unless he or she possesses the minimum qualifications for such a position.

Department Heads shall institute a demotion only after Human Resources Director approval.

9.40 LAST CHANCE EMPLOYMENT AGREEMENT

When the City, the bargaining unit representative (only when requested by employee to be involved) and the affected employee all agree that the affected employee should be given one last chance before administering dismissal, a Last Chance Employment Agreement may be administered and signed by all parties. This written employment agreement gives the employee who has committed serious misconduct one last chance to keep the employee's job. The agreement provides details about the employment misconduct, sets forth the City's expectations for continued job performance, and defines the employment consequences for failure to meet those expectations — usually termination of employment, with a condition that the employee waive any future rights of appeal of the termination.

9.4~~0~~5 DISMISSAL

Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures have failed and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. A career employee may be dismissed by the Department Head for just cause as outlined in these Rules.

Department Heads shall institute a dismissal only after Human Resources Director approval.

9.**50**~~45~~ RESIGNATION – AN ALTERNATIVE TO DISCIPLINARY ACTION

At times, an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal. A resignation must be completely voluntary.

9.5**5**~~0~~ DOCUMENTATION OF DISCIPLINARY ACTION

All disciplinary actions should be fully documented and placed in the employee's personnel file.

A formal warning should be documented on a form prescribed by the Human Resources Director. The employee shall receive a copy of the documented formal warning, and a copy shall be placed in the employee's personnel file in the Human Resources Department. If the employee chooses to respond, that reply will also be placed in the employee's personnel file, and be attached to the supervisor's record of formal warning. If the action taken is a disciplinary probation, a disciplinary suspension, a reduction in pay, a demotion, or a dismissal, documentation shall be in accordance with Section 10.20(1). A copy of all such disciplinary documents shall be placed in the employee's central personnel file located in the Human Resources Department. The employee shall sign and receive a copy of such disciplinary documents. If the employee refuses to sign the statement, that fact should be noted in writing by the supervisor.

9.**60**~~55~~ EMPLOYEE REPRESENTATION

A represented employee is entitled to the presence of an Association representative during an investigative interview conducted by the manager whenever the employee reasonably believes that the interview might lead to or result in disciplinary action affecting any property right (i.e., suspension, pay reduction, demotion, or dismissal). The employee must request the representation. The manager is not obligated to inform the employee of the right to representation. The employee does not have a right to representation at every, or any, contact with a supervisor.

The employee does have the right to a specific representative. When the representative is a non-employee agent, the manager is not required to wait to hold the interview at a time the consultant would be available beyond 24 work hours. The employee and representative must be allowed a reasonable period of time to confer in advance of the interview.

SECTION 10: PROCEDURAL DUE PROCESS FOR DISCIPLINARY ACTIONS

10.05 ACTIONS THAT ARE NOT APPEALABLE

Denial of merit or pay increases, performance evaluations (except as provided in Section 5.10), informal discussions, oral counselings, formal warnings, and written reprimands cannot be appealed.

10.10 DISCIPLINARY ACTION SUBJECT TO SKELLY PROCEDURE

Prior to a disciplinary suspension, a reduction in pay, a demotion, or a dismissal of a career employee for disciplinary purposes, the procedure set forth in this Section shall be complied with.

Disciplinary suspensions of less than five (5) days may be immediately implemented so long as the "Skelly" procedure is then promptly followed. (Section 10.20).

10.15 ADMINISTRATIVE SUSPENSIONS WITH PAY

Pending investigation of an accusation against an employee, the City Manager may approve the temporary suspension of an employee with pay, pending the undertaking or completion of an investigation or opportunity to respond as may be required to determine if any disciplinary action shall be taken.

10.20 SKELLY PROCEDURE/DUE PROCESS

A. Written Notice: The Department Head or designated authority shall give the employee a written notice of the proposed disciplinary action at least ten (10) working days prior to the effective date. The written notice shall be personally delivered to the employee or sent by certified mail to the employee's last known address.

The notice should include the following information:

1. A description of the proposed action to be taken and its proposed effective date or dates;
2. The specific grounds and particular facts upon which the action is proposed to be taken;
3. The employee's right to receive a copy of the written materials alleged to support the proposed action; and
4. A statement advising the employee of the right to respond, orally or in writing, and the time period in which to do so.

B. Employee Review and Response: The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based. Within ten (10) working days after receipt of the written notice, the employee shall have the right to respond to the Department Head, orally or in writing, concerning the proposed action. Failure to respond within the time

specified may result in the employee's waiver of his or her pre-disciplinary procedural rights. By mutual agreement, the specified time period may be extended. Appeal shall be addressed to the Department Head regardless of which supervisor may have issued the Skelly Letter.

C. Department Head Decision: The Department Head or designated authority shall, within ten (10) working days, provide a written decision to the employee after reviewing the employee's response, if any. The decision shall be personally delivered to the employee or sent by certified mail to the employee's last known address. The decision shall acknowledge the employee's response and shall be dated and signed by the Department Head. If disciplinary action is to be taken, the written response shall include a statement informing the employee of the right to appeal and the time period within which the appeal must be made.

If mutually agreed upon, the effective date of any proposed disciplinary action may be postponed to allow the Department Head enough time to adequately review the employee's response before making a decision.

10.25 APPEAL OF DEPARTMENT HEAD'S DECISION

A career employee may appeal a Department Head's decision within ten (10) working days of receiving the decision. An appeal shall be accompanied by a copy of the written notice of disciplinary action served on the employee, the Department head's written decision, a brief statement of the facts and reasons for the appeal and a brief statement of the relief requested.

If, within the ten (10) day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Department Head or designated authority shall be conclusive. If an employee withdraws the appeal, the employee waives the right to further review. Upon approval of the City Manager, the Human Resources Director may designate any other non-involved Department Head to act on his or her behalf on such matters. Appeals filed within the ten (10) day requirement shall be handled in accordance with the following provisions:

A. Minor Disciplinary Suspension, Reduction in Pay, and Demotion: An employee may appeal a disciplinary suspension of 5 days or less, or a reduction in pay of 5% or less annualized by submitting a written response to the Human Resources Director within ten (10) working days after the employee has received the Department Head's decision. Such an appeal and decision of the matter is based only upon the written record.

The Human Resources Director shall render a written decision within ten (10) working days after receipt of the appeal. The Human Resources Director may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The Human Resource Director's written decision is the final and conclusive administrative review.

B. Major Disciplinary Suspension, Reduction in Pay, and Demotion: Disciplinary suspensions of greater than 5 days, reductions in pay greater than 5% annualized, or any demotions from class to class may be appealed to the City Manager. The City Manager may designate a non-involved Department Head or

the Human Resources Director to hear the appeal and act on his behalf on such matters.

The City Manager or designee shall act as Hearing Officer and determine the hearing procedure. The hearing need not be conducted according to technical rules relating to evidence and witnesses. However, the City Manager shall ensure that the matter before him or her can be fairly determined on reliable evidence. The Hearing shall be conducted in accordance with Section 11.30.

The City Manager or designee shall render a written record of his or her findings, conclusion and decision as soon after the conclusion of the hearing as possible and in no event later than twenty (20) working days after conducting the hearing, unless the parties otherwise agree. The City Manager may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action. The City Manager's decision on the appeal is final and conclusive administrative review.

C. Dismissal: An employee wishing to appeal a dismissal must submit a request for a hearing officer to the Human Resources Director within ten (10) working days from receipt of the Department Head's decision. An Appeals Hearing on the appeal shall be conducted in accordance with Section 11. Upon mutual agreement of the employee and the City Manager, the employee may waive the right to the Appeals Hearing and present the appeal directly to the City Manager.

If the employee chooses to appeal the Department Head's decision directly to the Human Resources Director, the employee forfeits the right to appeal to a Hearing Officer.

At any hearing before the Human Resources Director, City Manager or a Hearing Officer, subpoenas may be issued in accordance with the Government Code.

10.30 AMENDED NOTICE OF DISCIPLINARY ACTION

At any time before an appeal is submitted for decision, the Department Head or designated authority may, with the consent of the Human Resources Director, amend the disciplinary action or provide a supplemental notice of disciplinary action.

A decision not to impose any disciplinary action should be accompanied by a directive from the Department Head to delete all references to the pending action from the employee's personnel file(s). Failure by the Department to make further investigations or to provide an additional written answer shall not affect the ability of the City to impose disciplinary action.

If the amended or supplemental notice of disciplinary action presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a response in accordance with Section 10.20, but the employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made verbally or in writing during the appeal interview.

SECTION 11: APPEALS HEARING PROCESS

11.05 SELECTION OF A HEARING OFFICER

Within ten (10) working days from receipt of the written request for an appeals hearing pursuant to Section 10.25, the employee or designated representative and management representative shall select a Hearing Officer from a designated list. A paid outside Hearing Officer is only allowed in cases involving dismissal. The Hearing Officer shall be selected by mutual agreement or by the alternate striking of names from a predetermined or standing list of Hearing Officers. The party to strike the first name shall be determined by chance. Only Hearing Officers who do not require transcription services, other than only an electronically recorded record, are to be used unless both parties agree otherwise.

The list shall contain at least seven (7) names and not more than twelve (12) names of persons qualified and willing to serve as a Hearing Officer. Employees, employee representatives and management representatives shall submit nominees for the list of Hearing Officers. If the total number of nominees is greater than the maximum number allowed on the list, the list shall be narrowed to the maximum number by consultation between management and employee representatives utilizing the strike out process. If a person withdraws his or her name from a list bringing the number of names below the designated minimum number, a name shall be added to the list. The list shall be revised at least every three (3) years.

11.10 SCHEDULING THE HEARING

Both parties shall endeavor to schedule the hearing as soon as possible. It is recognized that the schedule of the Hearing Officer, who is mutually selected, is dependent upon his/her already established schedule and availability. The City and the bargaining unit will jointly endeavor to identify the Hearing Officer within ten (10) working days of the employee's written request for one. All affected parties shall be notified in writing of the date, time and place of the hearing at least five (5) working days prior to the hearing. The Hearing Officer, prior to or during the hearing, may grant a continuance for any reason he or she believes to be important to its reaching a fair and proper decision.

All hearings shall be closed unless the employee requests an open hearing. No still photographs, moving pictures, or television pictures shall be taken in the hearing room during a hearing.

11.15 HEARING REPRESENTATION

Each party shall have the right to represent themselves, to be represented by legal counsel, or to be represented by any other person of his or her choice, except that no supervisor or Department Head shall be represented in appeal matters by an employee whom he or she may supervise, and no employee shall be represented in appeal matters by a supervisor or Department Head.

11.20 RECORDATION OF HEARING
All appeal hearings shall be recorded. The Human Resources Director shall arrange for the production of any relevant City record.
11.25 HEARING EXPENSES
All expenses for a Hearing Officer, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of the hearing room will be borne equally by the City and the employee. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits to give testimony at the hearing.
Prior to the hearing, the Hearing Officer shall draw up a contract and each party shall sign the contract agreeing to these payment conditions and any payment terms. A copy of the contract shall be given to the employee and another shall be given to the Human Resources Director. The Hearing Officer shall retain the original contract.
11.30 HEARING PROCEDURE
The Hearing Officer shall give all interested parties a reasonable opportunity to be heard on relevant issues. The hearing procedure shall be determined by the Hearing Officer. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer shall observe the intent of such rules to the end that the matter before him or her can be fairly determined on reliable evidence. All interested parties shall have the following rights:
A. To call and examine witnesses;
B. To introduce exhibits;
C. To cross-examine opposing witnesses on any matter relevant to the issue, even if the matter is not covered in the direct examination;
D. To impeach any witness regardless of which party first called him or her to testify;
E. To rebut the evidence against them; and
F. To present oral and written arguments.
11.35 HEARING OFFICER'S RECOMMENDATION
The Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence, and shall base his or her findings on the preponderance of evidence. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but if objected to, shall not be sufficient in itself to support a finding. The Hearing Officer shall submit a written record of his or her findings, conclusion and recommendation to the City Manager as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting

the hearing, unless the parties agree otherwise. The Hearing Officer may recommend sustaining, rejecting, or lessening the disciplinary action invoked against the employee.

11.40 CITY MANAGER'S DECISION

Upon review of the hearing record, the City Manager shall have the right to accept, modify or reject the Hearing Officer's recommendation. If the City Manager decides not to review this matter, the decision of the Hearing Officer on the appeal shall be the final administrative action. Within ten (10) working days, the City Manager should deliver a copy of his or her written decision to the employee. The decision of the City Manager shall be the final administrative action.

SECTION 12: GRIEVANCES

12.05 MATTERS SUBJECT TO GRIEVANCE PROCEDURES

A “grievance” is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact situation or transaction, other than discipline, that result in an alleged inequity or damage to the employee. The solution of any such grievance is wholly or partially within the province of the City to rectify and will involve the interpretation or application of existing ordinances, rules, regulations, or policies administered by the employee’s Department Head or designated authority concerning wages, hours, other terms and conditions of employment.

12.10 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES

The following matters are not subject to the grievance procedure:

A. Employee discipline.
B. Oral or written warnings, reprimands, or counselings.
C. Employee performance evaluations.
D. Management of the City generally and issues of City or Department policy.
E. Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or workforce.
F. Determination of the nature, manner, means, technology, and extent of services to be provided to the public.
G. Methods of financing.
H. Types of equipment or technology to be used.
I. Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.
J. Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.
K. Work assignments and schedules in accordance with requirement as determined by the City.
L. Establishment, implementation, and modification of productivity and performance programs and standards.
M. Reductions in force or layoffs for lack of work or other non-disciplinary reasons.
N. Establishment and approved modifications of job classifications.

O. Determination of standards, policies and procedures for selection, training, and promotion of employees.
P. Establishment, implementation, and modification of Departmental organizations, supervisory assignments, chains of command, and reporting responsibilities.
Q. Levels of compensation, pay, and benefits based upon budgetary and fiscal considerations.

12.15 FREEDOM FROM REPRISAL

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for filing a grievance petition.

12.20 CONSOLIDATION

Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

12.25 RESOLUTION

Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive.

12.30 WITHDRAWAL

Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

12.35 RESUBMISSION

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

12.40 EMPLOYEE REPRESENTATION

If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Head shall be represented by an employee whom he or she may supervise, and no employee shall be represented by a supervisor or Department Head. The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

12.45 MISCELLANEOUS

If an employee is given a legitimate order that he or she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others or if the requested assignment violates the employee's constitutional rights.

12.50 INFORMAL GRIEVANCE PROCEDURE

Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist. If the employee is not satisfied with the decision reached through the informal discussion or if extenuating circumstances exist, the employee shall have the right to file a formal grievance in accordance with Section 12.55.

12.55 FORMAL GRIEVANCE PROCEDURE

Step I

If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal grievance to the Department Head within ten (10) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived.

All grievances shall be submitted on the form prescribed by the Human Resources Director and no grievance petition shall be accepted until the form is complete. The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation, or policy allegedly violated, and the specific remedies sought.

The Department Head should render a written decision within ten (10) working days after receipt of the written grievance.

Step II

If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Human Resources Director within ten (10) working days after the Department Head's decision is received by the employee.

The Human Resources Director should render a written decision within ten (10) working days of receipt of the written grievance.

Step III

If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) working days after Human Resources Director's decision is received by the employee.

The City Manager may accept or reject the decision of the Human Resources Director, and should render a written decision within ten (10) working days after receipt of the written grievance. The decision of the City Manager shall be final and conclusive.

If mutually agreeable, a meeting may be conducted involving all affected parties at any step in the grievance procedure prior to the rendering of a decision.

GRIEVANCE PROCEDURES
STEP CONTACT FILE DECISION
Informal Supervisor N/A Immediate
Step I Formal Department Head
(from incident)
10 working days
from filing
10 working days
Step II Formal Human Resources
Director
10 working days
from Step I
10 working days
from filing decision
Step III Formal City Manager 10 working days
from Step II
10 working days
from filing decision
The City Manager may delegate non-involved Department Heads to act on behalf of the City Manager to render an appeals judgment in these processes. The findings and recommendations they render will be advisory to the City Manager whose ultimate decision will be final.
12.60 TIME LIMITS
Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing. Any grievance petition not carried to the next step by the grievant within the prescribed time limits shall be deemed resolved upon the basis of the previous disposition.

SECTION 13: EMPLOYEE RECORDS AND FILES

13.05 PERSONNEL FILES

A. Central Personnel Files: The Human Resources Department shall maintain a central personnel file for each City employee indicating the employee's name, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents and such other information as may be considered pertinent by the Human Resources Director. Copies of documents concerning disciplinary actions taken by the supervisor or Department Head must be placed in the employee's central Personnel file. There will be no disclosures of this information to third parties except as authorized by State or Federal law or as duly authorized in writing by the employee.

Personnel files shall be kept in locked, fireproof files located in the Human Resources Department.

B. Payroll Files: The Finance Department shall maintain a file for each City employee showing the name, title of position, the department assigned, salary, changes in employment status, W-4 forms, payroll deductions and such other information as may be considered pertinent by the Financial and Administrative Services Director. There will be no disclosures of this information to third parties except as authorized by State and Federal law, or as duly authorized in writing by the employee to third parties.

Nothing herein shall prohibit the City from keeping or placing documents in an observation file for the purpose of investigating alleged criminal conduct. For the purposes of this Section, an observation file shall not be considered a personnel file, and an employee or his or her designated representative shall not have access to observation files nor receive copies of documents placed in such files.

Unless required for a criminal investigation, an observation file on an employee shall remain open for a maximum of six (6) months. If disciplinary action by the City is warranted or if the employee is found guilty of criminal activity, documents in the observation file shall be placed in the employee's personnel file(s).

13.10 DOCUMENTS IN PERSONNEL FILES

Upon request of the employee, an employee may place documents in his or her respective personnel file that commends his or her job performance with the City or demonstrations educational attainment.

Disciplinary documents shall be placed in personnel files in accordance with Section 9.50. An employee shall be provided a copy of any documents placed in his or her personnel file(s), and may review his or her file on request.

If no further conduct requiring disciplinary action occurs, and at the employee's written request, documents concerning minor disciplinary actions shall be removed from an employee's personnel file after one (1) year or upon their incorporation in a performance evaluation, whichever occurs first. If no further conduct requiring disciplinary action

occurs and at the employee's written request, documents concerning major disciplinary actions shall be removed from an employee's personnel file after three (3) years, provided that such documents may be retained thereafter if they establish a pattern of conduct extending past the three (3) year period. With good cause, a department may grant an employee's request to remove the document from the employee's personnel file(s) sooner than the indicated time frames, with the concurrence of the Human Resources Director.

13.15 ACCESS TO FILES

No person other than the City Manager, Assistant City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's hiring Department Head, immediate supervisor, current Department Head, current Division Head, or their designated representatives shall have access to an employee's central or department personnel file. The Department Head must approve in writing anyone below him/her before that authorized person may review a subordinate's central personnel file. No person other than the ~~Finance~~ **Financial and Administrative Services** Director, payroll division staff, City Manager, City Attorney, or Human Resources Department staff shall have access to an employee's payroll file. Upon appointment, an employee or a person designated in writing by the employee for such purpose may inspect the contents of his or her respective personnel file(s). Upon paying the reasonable cost associated therewith, except as provided in Section 13.10, an employee or his or her designated representative may obtain copies of any documents contained in the employee's personnel file(s).

The City Council Members shall have access to the personnel files of the City Manager, City Attorney and City Clerk.

The employee may file a grievance regarding the contents of his or her personnel file(s) in accordance with the Grievance Procedure regulations outlined in Section 12.

13.20 DISCLOSURE OF INFORMATION

No direct information contained in the personnel files shall be disclosed concerning any current or former City employee other than the employee's job title, inclusive dates of employment, work location, salary, work phone number, departmental assignment, and the nature of separation, resignation, or termination, to any person other than the City Manager, Assistant City Manager, City Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's Department Head, Division Manager or their designated representatives. An employee or former employee may authorize access to or the disclosure of information from their file only when written permission is provided to the Human Resources Department.

Nothing herein shall preclude nor specifically deny the use of any information in personnel files in any phase of a disciplinary or probationary action.

13.25 CHANGES-IN-STATUS

It is the employee's responsibility to notify the Human Resources Department of any changes in his or her address, phone number, marital status, dependent status, name change, training certificates, or other pertinent information.

13.30 APPLICATION RETENTION
Applications submitted by candidates for City employment become the property of the City and must be retained for at least three (3) years.
13.35 DESTRUCTION OF PERSONNEL RECORDS
Personnel records, including employment applications, shall be destroyed only in accordance with the provisions of the City's system for the destruction of public records and then in accordance with other applicable law.

SECTION 14: EMPLOYEE BENEFIT POLICIES

Benefits for City employees shall be provided as outlined in the City's Benefit Plan. Further information on these benefits may be obtained by contacting the Human Resources Department.

The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

14.05 BENEFIT BANK

The City has adopted a "flexible or cafeteria" plan that will cover certain City benefits (i.e., medical, dental, vision care, etc.). Employees, other than those listed below, are not eligible for benefit bank benefits. City employees shall receive a negotiated amount of money as approved by City Council, and consistent with the current MOU, on a yearly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods unless there is a qualifying event. Qualifying events may include, but are not limited to emergency hardships, changes in employment, or changes in family status such as, births, deaths, adoptions, marriages, or divorce, **to the extent permitted by the provisions of the benefit plans carriers**

A. Career Full-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

B. Career Part-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

C. As part of the cafeteria plan, all full-time employees, except City Council members, must purchase group medical insurance coverage for themselves, or provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the City Council deems it in the City's best interest, the City, at its option, may require all employees to purchase the City's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:

1. Medical Insurance: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him or-herself or insure any dependents. Eligible employees may choose from a variety of health care providers as offered by the City. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the City and chosen by the employee. Those who choose to use other kinds of medical coverage must report any change in that coverage within ~~two (2) weeks of any change of active status~~ **sixty (60) days as defined by CalPERS.** Failure to do so will result in immediate enrollment in a City offered medical plan.

2. Dental Insurance: Employees may purchase dental insurance for themselves and any dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.
3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.
4. Supplemental Insurance: Employees may purchase supplemental insurances for themselves or their dependents.
5. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care reimbursement coverage through a flexible spending account. Documentation of payments with tax identification number of the provider must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.
6. Medical Expense Reimbursement: Employees may purchase medical expense reimbursement through a Flexible Spending Account. Documentation of expenses and payments must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.
7. Annual Leave Buy: Employees with unspent bank dollars may purchase up to two weeks of Annual Leave hours per year. This option is available only at open enrollment. Annual Leave hours bought must be used within the benefit year purchased. Unused Annual Leave which has been purchased will be returned to the benefit bank for cash out to the employee.
8. Cash Out Option: Employees who would have unspent bank dollars for the calendar year will receive the leftover balance as a taxable cash payment. Council members are not eligible by State law for any cash-out option of unspent bank dollars. Annual Leave hours must be requested in writing during open enrollment each year.
9. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount will be subject to Federal and State withholding taxes.
D. Temporary Employees are not normally entitled to the benefits of the City's cafeteria plan.

14.10 MANAGEMENT PACKAGE

Certain categories of employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received during the year. This amount will be disbursed on a 24-pay period basis. These employee categories and percentages are as follows:
A. Executive Management Employees shall receive six (6%) percent of their gross annual salary.

B. Division Management Employees shall receive four (4%) percent of their gross annual salary.
C. Professional/Administrative/Management Employees shall receive two (2%) percent of their gross annual salary.
This management package percentage amount may be expended in any of the flexible benefit plan options previously discussed. Other benefit options will be made available as they are approved by the City Council in accordance with applicable IRS guidelines.
14.12 AUTO ALLOWANCE:
The City provides taxable auto allowance benefits as follows:
A. Executive Management Employees shall receive a monthly auto allowance, as budgeted.
B. Division Management Employees shall receive a monthly auto allowance, as budgeted.
As outlined in the City's Vehicle Policy, certain employees may be assigned a City vehicle on a long-term basis, in lieu of the monthly auto allowance. Employees who utilize personal vehicles for City business, but do not receive an auto allowance, shall be reimbursed at the Federal mileage reimbursement rate.
If any of the above employees are assigned a City vehicle, no auto allowance will be provided.
14.15 POST RETIREMENT MEDICAL BENEFITS
A. Annuity Programs: Effective January 1, 2001, the City of Moreno Valley shall contribute a monthly amount to each exempt full-time career employee for an annuity program for 20 years or until termination or retirement, for the purpose of funding retiree medical premiums. New hire probationary employees shall not be eligible to receive the monthly contribution until the successful completion of their probationary period. The effective date of their first contribution will commence the next full month after they have passed probation.
Effective January 1, 2002, after two full years of employment, the monthly contribution to the annuity program shall increase per the negotiated language as approved by City Council. This shall go into effect the next month after their two year-anniversary date has passed.
Each bargaining unit has selected separate annuity programs.
1. Contributions for the MVCEA bargaining unit are being paid into ~~an insurance/annuity program chosen by the MVCEA~~ **the Benefit Bank.**
In the event MVCEA ceases to be the recognized representative of bargaining unit employees, the control and administration of this program shall transfer to management and the responsibility for same shall be the exclusive jurisdiction of management.

Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.
2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.
B. City Paid Retiree Medical Benefit: Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire **under the CalPERS retirement benefits system with a minimum of** ~~after at least~~ two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE	MAXIMUM EMPLOYER CONTRIBUTIONS
January 1, 2007	up to $168.73 per month
January 11, 2008	up to $243.73 per month
January 2, 2009	up to $318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan **for employees hired prior to July 1, 2009**. **Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009.** At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:
A. Career Full-time Employees **hired prior to July 1, 2009** receive fully-paid PERS retirement benefits. **Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**
B. Career Part-time Employees **hired prior to July 1, 2009** receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. **Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, under the provisions of Internal Revenue Code Section 414(b) for pretax contributions, and at no point will the employer pay any portion of the employee's contribution.**
C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through

payroll deduction. Employees are eligible for participation in the PERS retirement plan after 1,000 hours worked in a fiscal year; however, they are responsible for the cost of their employee portion of PERS payment.
PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.
D. Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.
14.30 IRC SECTION 125 PLAN
The City has available to all full-time employees, an Internal Revenue Code (IRC) Section 125 account. The Health Reimbursement Option is not available until the employee has passed initial probation (normally at six months). An employee's unexpensed redirected Plan contributions from his/her salary account are forfeited and returned to the City at the end of the calendar year. See the Summary Plan Description for details.
14.35 IRC SECTION 457 PLAN
The City has available to all employees an Internal Revenue Code (IRC) Section 457 Account. Participation is voluntary for career employees. It is mandatory for temporary employees who are not yet eligible for, or enrolled in PERS.
Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from City employment.
An employee may defer a maximum amount consistent with the most recent guidelines supplied by the IRS. The employee may increase, decrease, stop and restart voluntary contributions at any time by contacting the Human Resources Department.
In accordance with IRS rules, an employee may not withdraw these assets unless there is a bona fide emergency which is unforeseeable, unbudgetable, severe, beyond the employee's control, and must represent a last resort. ~~A request for emergency withdrawal must be documented and supported in writing to the Human Resources Director.~~ **All financial hardship requests for withdraw of funds must be made directly to the 457 plan provider.**
14.36 IRC SECTION 401A PLAN
Certain management employees may voluntarily enter into a 401(a) Money Purchase Plan to provide additional retirement benefits. The employee contribution is a mandatory fixed amount for everyone within a management group, and is limited to the maximums allowed by law. ~~Open Enrollment is the only opportunity to join the plan~~. **Eligible employees wanting to enroll into the plan must do so within the first thirty (30) days after being hired, or during the annual open enrollment period.** Once enrolled, the participant must remain in the plan. Participant contributions are structured with pretax dollars. Earnings accrue tax deferred. Participants may contribute to both a deferred compensation and a money purchase plan. Accounts are individual and loans may be made from the account.
PAM-Confidential employees receive $750.10 per fiscal year ($28.85 per pay period) in a City sponsored 401 (a) Plan.

14.40 LIFE INSURANCE

The City provides term life insurance coverage for all City employees. Coverage becomes effective on the first day of the month which follows the first thirty (30) days of employment with the City. The premium is paid by the City. The amount of coverage is determined as follows:

A. Executive Management and Division Management Employees shall receive term life insurance at an amount, which is three (3) times their salary (rounded to the nearest thousand) not to exceed $300,000.

B. Professional/Administrative/Management Employees shall receive term life insurance at an amount, which is two (2) times their annual salary (rounded to the nearest thousand).

C. General Non-Exempt and Career Part-time Employees shall receive term life insurance at an amount, which is two (2) times, their annual salary (rounded to the nearest thousand) or $50,000.00, whichever is greater.

D. City Council Members shall receive $50,000 of term life insurance.

E~~D~~. The City's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574). It provides for a monthly allowance for the surviving spouse with two children $2280, spouse and one child $1900, and spouse alone $950. The City's retired member PERS lump sum death benefit paid to beneficiaries is $500.

14.45 DISABILITY INSURANCE

Disability Insurance is determined as follows:

A. City Disability Insurance:

The City provides short-term disability insurance to all Career employees who work a minimum of thirty (30) hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first twenty-four (24) months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists beyond twenty-four (24) months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue.

An eligible employee may receive sixty-six and two-thirds (66⅔ %) percent of his or her salary, up to a maximum monthly amount of ~~$11,000~~ **$14,000**. This income is subject to taxes because the premiums are paid for by the City. Any other income benefits an employee may receive as a result of employment shall be

subtracted from the monthly benefit payment. An eligible employee may continue to receive benefits up to the age of sixty-five (65). Between the ages of sixty-five (65) and seventy (70), benefits are awarded on a sliding scale. The remaining amount shall be taken from applicable leave accruals until they are exhausted and the person goes on leave without pay, see Section 7.40, Pregnancy Disability Leave and Section 7.50, Leave of Absence Without Pay. The City agrees to maintain a long term disability salary continuance program that pays the above described benefits for job-related disabilities when the employee is still on the City's payroll after a minimum 180 calendar day elimination period up to age 65. Workers' Compensation information can be found in Section 7.60 of the City of Moreno Valley's Personnel Rules.

B. Continuation of Accruals and Benefits

The City shall extend payment of the medical insurance contribution for career full-time employees up to an additional ninety (90) calendar days during a twelvemonth period while an employee is disabled due to a non-work-related illness or injury. Such an extension of medical coverage shall take effect when existing coverage would otherwise expire. **Career full-time employees on paid leave will continue to accrue Annual Leave at their normal rate; however, employees on unpaid leave will not accrue Annual Leave. During an authorized leave under an FMLA leave, career full-time employees will be retained on the City's health insurance program under the same conditions and coverage levels that applied before the leave commenced. Employees' benefits continue as long as the employee is still on disability and the City paid benefits after 30 consecutive working days of being on Non City Paid Payroll Status. The employee must then convert to Consolidated Omnibus Budget Reconciliation Act (COBRA) status and pay for health insurance premiums, or if eligible, may consider applying for CalPERS disability retirement.**

Employees not classified as career full-time shall not accrue any leave or receive any benefits once all of their accrued time (Annual Leave or compensatory time) has been exhausted.

14.50 UNEMPLOYMENT COMPENSATION

As required by State law, all City employees are covered under the California Unemployment Compensation Program. Further information can be obtained by contacting the local State of California Employment Development Department or the Human Resources Department.

14.55 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Depending on budget and other considerations, the City may provide an employee assistance program. The EAP provides short term counseling and other services to assist employees and their families to deal with personal and emotional problems which affect or might potentially affect their job performance. This counseling is confidential and free to the employee.

14.60 MEDICARE

By law, employees hired after April 1, 1986, must have a certain percentage (currently 1.45%) deducted from their gross pay for Medicare. The City will deduct the employee contributions in accordance with Federal law. The City shall pay the employer's share, which is equal to the employee's share.

The above policies are based on Federal law and may change from time to time.

SECTION 15: SPECIAL COMPENSATION

15.05 STAND-BY

A stand-by roster shall be comprised of City employees from designated departments or divisions who have volunteered to be on call and available to work after regular working hours. A stand-by assignment period shall be for ~~seven (7) consecutive calendar days~~ a **period of days** starting ~~on Friday at 4:00 p.m.~~ **at the time and on the day determined by the departmental coverage requirements and as approved by the employee's manager. Under some circumstances the period is not a seven consecutive day period.** An employee on stand-by will be permitted to take home a City vehicle equipped with appropriate tools and supplies for use when called out on stand-by. The City will pay general employees (non-Animal Control Officers) a dollar amount per the negotiated language of the current MOU, as approved by City Council, per regular shift, Monday through Friday, and for weekends and holidays. **The current Stand-by Pay amounts are $20.00 per day on Monday through Friday, and $25.00 per day on Saturday, Sunday and Holidays.**

The designated department or division supervisor shall be responsible for scheduling his or her employees for stand-by duty and for providing duty rosters to the Police Department. The Police Department will be given a roster of employees with their standby duty dates, home telephone numbers, and pager numbers and codes. Once assigned to specific stand-by duty, employees may not trade stand-by assignments, except with the prior approval of the designated supervisor.

For general employees, compensation for call out hours worked will be paid at time-and one-half for the number of hours actually worked. A minimum of two (2) hours shall be credited as time worked for each call out. For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. An employee on stand-by will be compensated an additional dollar amount, per the negotiated language, as approved by the City Council, for each 7-day week of stand-by duty. Stand-by pay is at the rate of an amount per the negotiated language as approved by the City Council per day (M-F). Stand-by pay will be increased to an amount per the negotiated language in the current Memorandum of Understanding, per day for weekends and holidays.

For Animal Control Standby (Night Truck), the City will pay a dollar amount, per the negotiated language as approved by City Council per regular shift, Monday through Friday, and pay an amount, per the negotiated language as approved by City Council for weekends and holidays. Call out pay will be at the overtime rate with a one-hour minimum. Work time includes 15 minutes each way of travel time for the trip to and from work or the actual time, whichever is less.

An employee assigned to stand-by duty must be available to respond to emergency calls at all times. This requires that the employee remain within fifteen (15) minutes travel time of his or her normal work station during the entire stand-by period. The employee must refrain from consuming alcoholic beverages or other substances which could impair his or her effectiveness or safety on the job. Violation of this policy shall result in disciplinary action, as outlined in Section 8.35 of the Personnel Rules.

Nothing herein shall be construed to require that the City establish stand-by duty for employees in any department or division.

15.10 CALL-BACK

In the event employees who are not assigned to stand-by duty are called back to work during normal off-duty hours to protect the public health or safety, they will be compensated at time-and-one-half for actual time worked, with a minimum of two (2) hours credit for each call out (one for Animal Control). For the purpose of this Section, actual time worked shall include all time from the time the employee leaves home to respond to the call until the employee has returned home. Call back shall be defined as having to return to work after having left work.

15.15 BILINGUAL PAY

Bilingual compensation will be implemented for staff who occupy positions designated as ones in which second language skills are utilized. Employees shall receive an amount per the negotiated language as approved by City Council.

15.16 SAFETY EQUIPMENT

Employees in qualified trade occupations will receive **an** annual **stipend** ~~vouchers with a local vendor~~ to purchase shoes, jackets, and/or Sam Brown belts in an amount per the negotiated language as approved by City Council.

The City provids uniforms for employees in the Security Guard job classification.

SECTION 16: TRAINING

16.05 TRAINING

The City recognizes the importance of employee development and training. In an effort to improve the capabilities and effectiveness of City personnel, a training program has been established. This training effort shall be geared to both organizational improvement and individual employee development. This development shall not only be the responsibility of Department heads or supervisors, but shall be shared with employees in a total organizational effort.

16.10 IN-HOUSE TRAINING

Employees who have training, knowledge or expertise in a subject area, or have recently attended a seminar or conference in a given subject matter, may be asked to share this information with other employees. Such in-house training may be informal or formal depending upon the nature of the training and can include any variety of topics such as computers, copiers, telephones, supervisory, writing skills, etc.

16.15 DEPARTMENTAL TRAINING

City departments and divisions are encouraged to offer specialized training to their employees. Such training shall be the responsibility of the Department or Division Head and may include topics such as safety, equipment operation and other training in their specific fields of responsibility.

16.20 TRAINING COURSES

The City shall encourage local educational resources to offer courses and workshops at City facilities on matters in which employees of several departments may benefit. Such courses may be offered periodically in such areas as management, supervision, communications, time management, stress management, writing skills, etc.

16.25 SEMINARS AND CONFERENCES

Employees may attend seminars or conferences covering current issues and areas relevant to their positions under the following conditions:

A. Employees must submit their request on forms prescribed by the Finance**ial and Administrative Services** Department and follow all applicable procedures.

B. Budgeted funds must exist for all such training and any travel. In-state attendance shall require Department Head approval while out of state travel shall require the approval of the City Manager.

C. Employees must comply with the City's Administrative Travel Policy and provide necessary receipt documentation.

D. Employees who have recently received such training must be willing to provide "in-house" training to other employees, if requested.

16.30 TUITION REIMBURSEMENT

Subject to the **pre-**approval of the Department Head, Human Resources Director, and City Manager (or designee), employees may be reimbursed for the cost of pre-approved, job-related, **accredited,** educational and other training courses based upon proof of successful completion **up to a maximum annual limit of $1,500.00 per fiscal year (i.e. July 1 through June 30)**. This proof includes a grade "C" or better of the course(s), and must be part of a **recognized associate's degree, bachelor's degree, or master's degree** program **related to the employee's current job, and the program must be part of a school, college or university that is accredited by a U.S. Department of Education authorized accrediting organization, e.g. Western Association of Schools and Colleges (WASC)** ~~leading to an Associate's degree, undergraduate or graduate degree~~. Further, employees may be reimbursed for certain pre-approved, job related training courses based on the approvals as stated above.

Classes taken which are offered as part of the City's official training program do not count against tuition reimbursement.

Any educational or training course that is a requirement for continuation of employment or is an identified part of a job evaluation shall be paid for by the City. Any other educational course that is job-related may, if prior approval for reimbursement is given by the City Manager (or designee), be reimbursed at 100% or less after successful completion. All college or other graded classes shall require a minimum grade of a "C" in order to receive such reimbursement. Books or other materials shall only be paid if some defined benefit can be shown to the City (i.e. books become part of City reference library).

In general, training time during working hours shall be considered part of the job. Unless the City directs an employee to attend a specific training course, and the course is not available during work hours, training after hours shall be considered voluntary, and no additional pay, overtime or compensatory time shall be given by the City, unless advance special written approval is granted. Study time shall be considered completely voluntary.

Although the City encourages employees to pursue additional education, the City shall not pay for educational degrees or for education in general, but will only reimburse employees for required or job-related classes and training. No reimbursement shall occur if an educational class does not provide a benefit to the City. There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided, in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager after review of the request and recommendations by the Department Head and the Human Resources Director.

16.35 TRAINING AND TRAVEL REIMBURSEMENT

Non-exempt employees shall receive training and travel reimbursement as provided in this Section.

Time spent in attending lectures, meeting, training programs, and similar activities during work time shall be counted as time worked only if authorized in advance and in writing by the employee's Department Head. No such authorization shall be given unless the lecture, meeting, program, or other activity is directly related to improving the employee's ability to perform his or her job.

Time spent in attending lectures, meetings, training programs, and similar activities shall not be counted as time worked where such attendance is outside of the employee's regular working hours, except in situations where the employee is directed by his or her Department Head to attend such lecture, meeting, training program, or similar activity. Leisure and meal times are not considered time worked unless they are part of the seminar.

Time spent by an employee traveling between the employee's residence and the regular workplace is not work time and shall not be treated as hours worked. When an employee is assigned by his or her Department Head to travel outside of the City, time spent traveling between the employee's home and assigned destination shall be treated as time worked, only to the extent that it exceeds the amount of time normally taken by the employee to travel between his or her residence and regular workplace.

When an employee is assigned to travel outside the City, return the same day, and he or she utilizes public transportation, the time spent traveling between the employee's home and the location of the public carrier (i.e. airport, bus station, train station) shall not be treated as time worked. However, time spent traveling to a final destination via public carrier is considered time worked.

Employees shall receive mileage and travel reimbursement in accordance with provisions outlined in the City's Administrative Travel Policy.

APPENDIX A

TESTING FOR ALCOHOL AND DRUGS

Toward reaching this goal of a drug and alcohol free workplace, the City may conduct pre-employment drug or alcohol testing of applicants for City positions. Pre-employment drug or alcohol tests shall apply only to non-City employees; City employees who apply for another City position shall not be subject to pre-employment drug or alcohol tests. Any applicant who tests positive shall not be hired by the City.

The City also reserves the right to require than an existing employee undergo testing of the City determines that probable cause exists to believe that the employee is under the influence of any illegal drug or controlled substance, as identified in this Section. Employees who (1) refuse to submit to a drug or alcohol test immediately when requested by authorized City or law enforcement personnel; (2) refuse to submit to a search of personal properties if requested by law enforcement personnel; or (3) are "convicted" of a "criminal drug or alcohol statute" violation, shall be subject to the disciplinary procedures which are outlined in these Rules.

All City lockers, desks, cabinets, vehicles, phone voice mail, e-mail, computer files, and disks are the property of the City and are subject to search without the employee's consent by City management at any time with or without notice. Refusal to cooperate with a search may result in a disciplinary action, up to and including termination. Unless the Supervisors are directed otherwise by the Human Resources Director, employees will be given the opportunity to be present when the search is conducted.

In appropriate cases, such as a first offense, the City should make every effort to place an employee with an available employee assistance program or service for the purposes of rehabilitation, in-lieu of disciplinary action or criminal prosecution. If, in such cases, the employee refuses to attend an employee assistance program or service, he or she will be subject to the disciplinary procedures which are outlined in these Rules.

Any reports or complaints which are filed as a result of this Section or the "Drug and Alcohol Free Workplace Policy" and are determined to be malicious, vexatious, or not in good faith, shall not be tolerated. In such cases, the complaining individual shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to drug or alcohol use.

A. EMPLOYEE RESPONSIBILITIES

An employee shall:

1. Not report to work or be subject to duty (i.e., paid stand-by time) while the employee's ability to perform his or her duties is materially impaired due to drug and/or alcohol use.
2. Not report to work with alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) in their systems or the odor of alcohol on their breath, or possess or utilize such substances while they are on duty or subject to duty or during meal periods or breaks.
3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while on-call, on breaks, or during meal periods.
4. Not directly or through a third party sell, purchase or provide drugs and/or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty.
5. Submit immediately to a drug and/or alcohol test when requested by an authorized City representative, who has probable cause to suspect drug or alcohol abuse or material impairment there from. The employee may request a representative when being tested for probable cause. The representative may be a bargaining unit representative or another employee of choice who shall be immediately available.
6. Before beginning work, notify his or her supervisor when taking any drug or medication (non-prescription or prescription), which may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to perform assigned duties safely and effectively while using such drugs, clearance from a qualified physician may be required before the employee is allowed to resume his or her regular duties.
7. Have the opportunity, within twenty-four (24) hours (or by the close of the next business day) of request by an authorized City representative, to provide verification of a current prescription for any potentially impairing drug or medication which is identified in a drug test. The prescription must be in the employee's name.
8. Employees shall notify their supervisor of any criminal drug and/or alcohol statute conviction for a violation, no later than five (5) days after such conviction.
9. In the event that an employee suspects that his or her manager or supervisor is under the influence of drugs and/or alcohol, the employee may submit a written or oral complaint, which contains detailed evidence regarding the allegation of substance abuse to his or her department head or the Human Resources Director. Such complaints, if made in good faith, may be made without fear of reprisal. If the written or oral complaint establishes probable cause, the manager or supervisor may be requested to submit to a drug and/or alcohol test.

B. MANAGEMENT RESPONSIBILITIES

Managers and Supervisors shall:

1. Be responsible for enforcing this policy in a fair and consistent manner.
2. Work with the Human Resources Department to encourage employees to utilize an available employee assistance program when the employee's job performance is deteriorating or unsatisfactory, the employee does not respond to supervisory remedies, or when a specific on-the-job incident is cause for concern. As the supervisor's role is to monitor job performance, the supervisor should not attempt to diagnose an employee's problem.
3. Request through the Human Resources Department that an employee submit to a drug and/or alcohol test when a manager or supervisor has probable cause or a reasonable suspicion that an employee is impaired or under the influence of drugs or alcohol while on the job or subject to duty.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- Slurred speech;
- Alcohol or other suspicious odor (i.e. marijuana on breath);
- Unsteady walking and movement
- An accident involving City property where it appears that the employee's conduct may be at fault;
- Physical or verbal altercation;
- Wide and severe mood swings;
- Blank, glassy-eyed stare;
- Inability to perform work properly;
- Behavior which is unusual for the employee;
- Possession of drugs and/or alcohol in the workplace or on City property.

4. Work with Human Resources and document within forty-eight (48) hours of requesting an employee to submit to a drug and/or alcohol test, in writing, the facts constituting reasonable suspicion that the employee in question is impaired or under the influence of drugs and/or alcohol.
5. Remind the employee of the requirements and disciplinary consequences of this policy when encountering an employee who refuses an order to submit to a drug and/or alcohol analysis. Where there is reasonable suspicion that the employee is impaired, or under the influence of alcohol or drugs, the manager or supervisor shall require the employee to remain

on the premises for a reasonable amount of time until an authorized City representative or law enforcement representative can arrange to transport the employee to a testing facility, or home in the event of the employee's refusal to submit to a drug or alcohol test. Any time spent remaining on the premises at the request of a supervisor or manager or time spent for City-required drug and/or alcohol testing shall be considered work time and shall be paid for by the City.

6. Not confiscate prescription drugs or medications from an employee who has a valid prescription for such. The prescription must be in the employee's name.

7. Deal with suspected offenders as discreetly, inconspicuously, and respectfully as possible.

8. Notify their Department Head or designee, and Human Resources, when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is probable cause to believe that an employee is in possession of illegal drugs, the manager or supervisor shall not physically search employees or their personal possessions, but should request that they remain on the premises until the appropriate law enforcement agency has arrived. Also, the department head or designee shall notify the Human Resources Department as soon as possible.

9. May search areas which are jointly or fully controlled by the City after conferring with the Human Resources Department. In the event such an area is occupied by a Peace Officer all searches shall be consistent with Government Code Section 3309 (Police Officer Bill of Rights).

10. Management shall not use authority under these rules to unlawfully harass, intimidate, or discriminate against employees.

C. ENFORCEMENT

Employees reasonably believed to be impaired, or under the influence of drugs and/or alcohol, shall be prevented from engaging in further work and shall be monitored for a reasonable time until he or she can be safely transported from the work site. In no event should the individual be allowed to operate a vehicle while impaired, including driving home from work.

Refusal to submit immediately to a drug and/or alcohol analysis when requested by City management or law enforcement personnel shall constitute insubordination and may be grounds for discipline up to and including termination.

D. PHYSICAL EXAMINATION AND PROCEDURE

A drug and/or alcohol test may be administered by the City for any substance which could impair an employee's ability to effectively and safely perform the

functions of his/her job. All testing (including the sample collection, chain of custody and laboratory services) shall be conducted in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) and Department of Health and Human Services approved procedures.

E. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

Post-Employment Offer Medical Examination

A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standard, duties or responsibilities.

If a drug screen is positive, and a result of the post-employment offer medical examination, the applicant must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid current prescription for the drug identified in the drug screen to the Human Resources Department. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

During Medical Examinations or Drug and/or Alcohol Tests

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.

If the drug screen is positive, the employee must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid prescription for the drug identified in the drug screen, to the Human Resources Department. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including discharge.

If a drug and/or alcohol test is positive, the City shall conduct an investigation to gather all the facts. The decision to discipline or discharge will be carried out in conformance with this section.

F. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate, confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request.

SUPPLEMENT TO THE DRUG AND ALCOHOL FREE WORKPLACE POLICY; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY; AND PROCEDURE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Effective January 1, 1996, the City of Moreno Valley must comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions. Specifically, the City must comply with the regulations of the Federal Motor Carried Safety Administration (FMCSA). Adoption of a policy is one of the City's obligations under the regulations. Where applicable to the City, the requirements of those regulations are reflected in this policy. This policy sets forth the rights and obligations of covered employees. If you are an employee covered under these new requirements, you should familiarize yourself with the Policy provisions BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF YOUR EMPLOYMENT.

In addition, employees are required to comply with the applicable provisions of the supplement to the Drug and Alcohol Free Workplace Policy.

A. EMPLOYEE QUESTIONS

The regulations required that employers designate a person to answer employee questions about drug and/or alcohol testing. Employees shall refer any questions regarding his or her rights and obligations under the new regulations to the Designated Employer Representative (DER) which is the Human Resources Director or designee for this federally mandated program.

B. COVERED EMPLOYEES

Overall, the regulations cover drivers of commercial motor vehicles. A driver is any person who operates a commercial motor vehicle on a full-time, casual, intermittent, as-needed, or occasional basis. Employees in these job classifications may be required to drive commercial motor vehicles at least on an occasional basis.

Therefore, employees in those job classifications (and applicants for such positions) are considered a covered employee subject to the provisions of this policy. For the purposes of the post-employment offer medical examination, the term "driver" includes persons applying for employment in a position requiring the driving of a commercial motor vehicle on at least an occasional basis.

New employees or employees shall be given a copy of this policy at the time they commence employment with the City. All covered employees currently employed by the City at the time this policy is adopted shall be given a copy thereof within ten (10) days of its adoption. All covered employees will also be asked to sign the Acknowledgement / Receipt Form indicating receipt of a copy of this policy. This policy shall be posted immediately and was effective on January 1, 1996.

C. COVERED COMMERCIAL VEHICLES

The regulations cover drivers of the following commercial motor vehicles:

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
2. A vehicle with a gross vehicle weight of at least 26,001 pounds.
3. A vehicle designed to transport sixteen (16) or more passengers, including the driver; or
4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

D. SAFETY-SENSITIVE FUNCTIONS

The performance of any of the following on-duty functions by a covered employee in connection with that employee's operation, or scheduled operation, of a commercial motor vehicle is considered to be a safety-sensitive function.

1. All time at a carrier or shipper, plant, terminal, facility, or other property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
2. All time inspecting equipment such as brakes, steering mechanism, lights, tires, horn, windshield wipers, mirrors, or coupling devices; or otherwise inspecting, servicing, or conditioning any commercial motor vehicle.
3. All time spent at the driving controls of a commercial motor vehicle.
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle, or time spent performing driver requirements relating to accidents.

E. PROHIBITED CONDUCT

Covered employees may not have a measurable amount in their system or be in possession of controlled substances or alcohol during any work hours. Further, the regulations specifically prohibit certain conduct prior to performing and while performing safety-sensitive functions. The following conduct is prohibited and may result in discipline, up to and including termination:

1. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions while having an alcohol concentration level of 0.04 or greater.
2. Performing a safety-sensitive function within four (4) hours after using alcohol.
3. Being on duty or operating a vehicle, as described in Section C, while possessing alcohol.
4. Using or possessing alcohol while performing a safety-sensitive function.
5. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions when the employee has used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee (who in turn must notify his/her supervisor) that the substance does not adversely affect the employee's ability to safely operate a vehicle.
6. Reporting for duty or remaining on duty that requires the performance of safety-sensitive functions if the employee tests positive for controlled substances.
7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test shall be treated in the same manner as an employee who tested 0.04 percent or greater on an alcohol test or tested positively on a controlled substance test.
8. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:
• A refusal to provide a urine sample drug test.
• An inability to provide a urine sample within the three (3) hour allowed time without a valid medical explanation.
• A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test.
• An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation.
• Tampering with, attempting to adulterate, or substituting the urine specimen or collection procedure.
• Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested.

• Leaving the scene of an accident without authorization from a supervisor or manager (who, in conjunction with the Human Resources Department, shall make a determination whether to send the employee for a post-accident drug and/or alcohol test), unless the employee has a valid reason for not obtaining such authorization.

9. Consuming alcohol during the eight (8) hours immediately following an accident, unless the covered employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

10. Use of prescribed drugs are not in direct violation of the City's policy, however inappropriate use or prescribed use that may substantially impair job performance, alter behavior, and/or create a risk to the health and safety of the employee or others, is in direct violation of the City's policy.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Action of 1988.

Covered employees are also reminded that they shall inform their supervisors of any over the counter or prescription medication prior to engaging in any safety sensitive function.

F. CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF 0.02 OR GREATER BUT LESS THAN 0.04

An employee whose alcohol test indicates an alcohol concentration level between 0.02 and 0.04 shall be removed from his/her safety-sensitive position for at least twenty-four (24) hours. Such an employee may be subject to discipline up to and including termination. The City shall then retest the employee. Before the employee may be returned to his/her safety-sensitive position, the employee's alcohol concentration must indicate a concentration below 0.02 percent.

G. CIRCUMSTANCES UNDER WHICH DRUG AND/OR ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES

1. Post-Employment Offer Testing

a. All applicants (whether by initial application or in connection with a transfer) for positions involving the performance of safety-sensitive functions shall be required to submit to post-employment offer/pre-duty drug testing. Applicants will not be hired for or transferred to a safety-sensitive position if they do not pass the test or if they refuse to consent to a drug/alcohol test.

2. Post-Accident Testing

a. Post-accident drug and alcohol testing shall be conducted on employees following an accident involving injury(s) and/or repair costs.
b. Post-accident alcohol tests shall be administered within two (2) hours following an accident and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.
3. Post-Accident Testing (urine sample)
a. Conducted after accidents on safety-sensitive employees who have been in an accident involving a human fatality; or a citation has been issued in one of the following situations:
i. There has been bodily injury with the need for immediate medical attention away from the scene, or
ii. There has been disabling damage to any motor vehicle requiring tow away. (Refer to Federal Motor Carrier Safety Regulations, sections 391.113 and 391.117).
Following an accident, the employee shall remain available for drug and/or alcohol testing, or may be deemed to have refused to submit to testing. This rule does not require the delay of necessary medical attention for injured people following an accident, nor does it prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.
4. Random Testing
Covered employees will be subject to random alcohol and drug testing as follows:
A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (i.e. driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The City will subject at least ten (10) percent of the total number of covered employees to random alcohol testing per year.
A random drug test will be administered to at least fifty (50) percent of the total number of covered employees per year. A covered employee may be subjected to drug testing even on a day in which the employee is not expected to perform a safety-sensitive function. To ensure that the process is in fact random, all covered employees, whether or not they have been chosen for testing in the past, will remain in the pool of employees for each subsequent period. This procedure assures that the probability of any individual being selected each period is always the same, whether or not the individual was selected in previous period.

On the date an employee is selected for random drug and/or alcohol testing, his/her supervisor will verify he/she is on the list of those to be tested.

5. Reasonable Suspicion Testing

"Reasonable suspicion" means that the trained supervisor believes that the actions, appearance, speech, body odors, or conduct of an on-duty employee are indicative of the use of drugs or alcohol. The witness must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require an employee to submit to a drug and/or alcohol test. The determination that a reasonable suspicion exists to require an employee to undergo an alcohol concentration test must be based on short-term specific, objective, contemporaneous, articulable facts concerning the behavior, appearance, speech, or body odors of the employee. The determination must be based upon observations of the trained supervisor making the determination, and may not be based upon hearsay.

The trained supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test. The trained supervisor witnessing the impairment must document the specific observations under which the reasonable suspicion is based. The reasonable suspicion alcohol test will be administered within two (2) hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight (8) hours following the observation.

To ensure that supervisors are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and/or alcohol test will attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substance use. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

Any reports or complaints which are filed as a result of this section and are determined to be malicious, vexatious or not in good faith, shall be subject to disciplinary action. This applies to all managers, supervisors, and other employees who file a report or complaint which relates to alcohol use.

6. Return to Duty/Follow-up Testing

A covered employee who has violated any of the prohibitions of this Policy must submit to a return-to-duty test before he/she may be returned to a position requiring the performance of safety-sensitive functions. The test result must indicate an alcohol concentration of less than 0.02 percent or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest

during the first year of recover, the employee will be subject to follow-up testing, which is separate from the random testing obligation. The employee will be subject at least six (6) unannounced drug and/or alcohol tests during the first year back to the safety-sensitive position following the violation.

A substance abuse professional can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months from the date the employee returns to duty. The Substance Abuse Professional can terminate the requirement for the follow-up testing in excess of the minimum at any time, if the Substance Abuse Professional determines that additional testing is no longer necessary and is supported by the employer. Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug use when the Substance Abuse Professional has reason to suspect other drug or alcohol use during the follow-up period.

H. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing

Alcohol testing shall be conducted by using an evidential breath testing devise (EBT) approved by the National Highway Traffic Safety Administration. Non-EBT devices may be used for initial screening tests. A screening test shall be conducted first. This initial screening may be accomplished using a saliva test kit. If the result is an alcohol concentration level of less than 0.02 percent, the test is considered a negative test. If the alcohol concentration level is 0.02 percent or more, a second confirmation test using the EBT shall be conducted.

The procedures that shall be utilized by the lab for collection and testing of the specimen are attached hereto as Appendix "B".

2. Drug Testing

Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more drugs, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. The GC/MS confirmation ensures that over-the counter medications or preparations are not reported as positive results.

All urine specimens are analyzed for the following drugs:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines

• Opiates (including Heroin)
• Phencyclidine (PCP)

Drug testing will be conducted pursuant to the procedures set forth in Appendix "C"

I. REFUSAL TO SUBMIT TO A DRUG AND/OR ALCOHOL TEST

As set forth in this Policy, a covered employee who refuses to submit to any required drug and/or alcohol testing shall be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

A job applicant who refuses to consent to a drug and/or alcohol test will be denied employment with the City of Moreno Valley. An employee's failure to submit to drug and/or alcohol testing required by the City for any reason may result in disciplinary action, up to and including termination.

Where there is reasonable suspicion that the employee is then under the influence of drugs and/or alcohol, the manager or supervisor shall arrange for the employee to be safely transported home after the testing. An employee shall not be permitted to transport him/herself.

J. CONSEQUENCES OF FAILING A DRUG AND/OR ALCOHOL TEST

It is the employee's responsibility to inform the City if he/she has a substance abuse problem and needs assistance to solve the problem, prior to taking (and possibly failing) the drug and/or alcohol test.

A positive result from a drug or alcohol test may result In disciplinary action, up to and including termination in accordance with this policy.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive functions.
2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment to cure his/her drug or alcohol abuse. The City is not required to pay for this treatment
3. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed) that indicates an alcohol concentration level of less than 0.02 percent or a negative result on a controlled substances test.
4. Shall be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position.

K. ALCOHOL MISUSE OVERVIEW

A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. Alcohol is a drug. It is a central nervous system depressant that slows the body's functions. For some people, the use of alcohol can become addictive. The body develops a tolerance for alcohol, thus needing more of the drug to achieve the same effects. Once addicted to alcohol, the body experiences withdrawal symptoms when alcohol is not present in the bloodstream. Alcohol addiction, or alcoholism, is a disease. If left untreated, alcoholism is progressive as the damage to the body continues, and if unchecked may be ultimately fatal.

Alcohol misuse, alcohol abuse and alcoholism affect an individual's work performance. Alcohol, even in very small amounts, affects the user's judgment, reflexes, thinking ability, coordination, and attention. Alcohol is particularly dangerous when an individual needs to make a decision and act in an emergency or unfamiliar situation. Alcohol in a person's bloodstream affects one's ability to operate a vehicle or complex machinery, and to perform any safety-sensitive related tasks. Coming to work with a "hangover" also affects an employee's ability to perform. Hangover symptoms may include diminished clarity in thinking, tremors that reduce fine motor coordination, and flu-like feelings that decrease alertness and well being.

Alcohol misuse, alcohol abuse and alcoholism also affect an individual's personal and family life. Heavy alcohol drinkers have more illness and medical conditions requiring treatment. Financial and legal complications from excessive drinking are common problems. In the late stages of alcoholism, the individual's life is centered on alcohol; family, job, friends (except drinking buddies) are unimportant and ignored.

The following are indicators that alcohol may be a problem in an individual's life:

- Excessive use of Annual Leave because of heavy drinking or hangover.
- Monday and Friday absences from work; days before and after holidays.
- Making repeated promises to family/friends to "cut down" or stop drinking.
- Needing increasing amounts of alcohol to "feel good" or "get high."
- Morning shakes or tremors that are relieved by taking a drink.
- Being arrested for drunk driving.
- Refusing to participate in leisure activities where alcohol is unavailable.
- Experience periods of "blackout" when drinking (not remembering some events or situations that occurred while drinking).

• Mood swings and unreasonable resentments towards others.

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical or mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

A. SIGNS AND SYMPTOMS OF ALCOHOL USE

1. IMMEDIATE EFFECTS OF ALCOHOL

• Odor of alcohol on breath
• Initial stimulation followed by depressed nervous system.
• Flushed skin
• Glazed appearance of eyes
• Slowed reaction rate
• Slurred speech
• Dulled mental processes
• Lack of Coordination

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

2. CHRONIC AND LONG TERM HEALTH EFFECTS

The chronic consumption of alcohol that averages three or more servings per day of an alcoholic beverage over time may result in the following health hazards: (one serving of beer is 12 oz., one serving of wine is 6 oz., and one serving of 80 proof liquor is13 oz.)

• Nutritional deficiencies and sleeping difficulties
• Impaired short-term memory and the inability to concentrate
• Brain and nervous system damage
• Liver damage
• Digestive problems (gastric ulcers)

• Higher likelihood of stroke, coronary problems
• Disease of the pancreas and kidneys
• Birth defects in children of heavy-drinking women (up to 54 percent of all birth defects are alcohol related)
• Physical and psychological dependence (up to 10 percent of all people who drink alcohol become dependent on alcohol and can be termed “alcoholic.”)
• Increased cancer of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma

3. ALCOHOL’S EFFECTS ON SOCIETY

• Two-thirds of all homicides are committed by people who drink prior to the crime.
• Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
• Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
• The rate of separation and divorce in families with alcohol dependency problems is seven times the national average.
• Forty percent of family court cases have alcohol-related problems.
• Alcoholics are 15 times more likely to commit suicide than other segments of the population.

4. WORKPLACE ISSUES

• It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage through the body.
• Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
• A person who is legally intoxicated is six times more likely to have an accident than a person who is sober.

5. CONFIDENTIALITY PROCEDURES FOR INTERNAL CONTROL

Laboratory reports or test results shall not appear in an employee’s general personnel file. The Human Resources Department will keep information of this nature under their control in a separate confidential medical file. Supervisors, managers, and other staff with such knowledge are not to discuss or disclose the results of any employee’s drug and/or

alcohol tests with other employees, except under approved reasons as delineated by City policy.

The Human Resources Director or designee may disclose reports or test results to City management on a strictly need-to-know basis and to the tested employee upon request.

Employee's confidentiality is also protected with regard to disclosure by supervisors of any over-the-counter or prescribed medications, when the employee has notified the supervisor of such use as mandated by this policy.

The City may disclose test results without the employee's consent only when:

a. The information is compelled by law or by judicial or administrative process;

b. The information has been placed at issue by the employee in a formal dispute between the employee and the City;

c. The information is necessary to administer an employee benefit plan; or

d. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

APPENDIX B

Each employer shall establish an employee education and training program for all covered employees including:

A. EDUCATION

The education component shall include display and distribution to every covered employee of informational material for employee assistance, if available.

B. TRAINING

1. Covered employees. Covered employees must receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use, including alcohol; on personal health, safety, and the work environment; and on the signs and symptoms that may indicate prohibited drug abuse.

2. Supervisors. Supervisors and/or other company officers authorized by the employer to make reasonable suspicion determinations shall receive at least sixty (60) minutes of training on the physical, behavioral, and performance indicators of probable drug use, including alcohol, and at least sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

The local governing board of the employer or operator shall adopt an antidrug and alcohol misuse policy statement. The statement must be made available to each covered employee, and shall include the following:

a. The identity of the person, office, branch and/or position designated by the employer to answer employee questions about the employer's anti-drug use and alcohol misuse programs.

b. The categories of employees who are subject to the provisions of this part.

c. Specific information concerning the behavior and conduct prohibited by this part.

d. The specific circumstances under which a covered employee will be tested for prohibited drugs and/or alcohol misuse under this part.

e. The procedures that will be used to test for the presence of illegal drugs or alcohol misuse, protect the employee and the integrity of the drug and alcohol testing process, safeguard the validity of the test results and ensure the test results are attributed to the correct covered employee.
f. The requirement that a covered employee submit to drug and/or alcohol testing administered in accordance with this part.
g. A description of the kind of behavior that constitutes a refusal to take a drug and/or alcohol test, and a statement that such a refusal constitutes a violation of the employer's policy.
h. The consequences for a covered employee who has a verified positive drug or confirmed alcohol test result with an alcohol concentration of 0.04 or greater, or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR part 40.
i. The consequences, as set forth in FTA Part 655.35 of subpart D, for a covered employee who is found to have an alcohol concentration of 0.02 or greater but less than .04.
j. The employer shall inform each covered employee if it implements elements of an anti-drug use or alcohol misuse program that are not required by this part. An employer may not impose requirements that are inconsistent with, contrary to, or frustrate the provisions of this part.
Each employer shall provide written notice to every covered employee, and to representatives of employee organizations, of the employer's anti-drug and alcohol misuse policies and procedures.

APPENDIX C

A. ALCOHOL TESTING PROCEDURES

All testing will be conducted in accordance with alcohol testing procedures as required by 49 CFR.40 using the following procedures:

1. The employee arrives at the testing site.
2. If the employee does not arrive at the designated time for testing, the supervisor or designee will be contacted for instructions.
3. The I.D. of the employee to be tested is verified by examining a photo I.D. If the I.D. cannot be established, the Breath Alcohol Technician (BAT) will attempt to notify the employee's supervisor to establish a positive I.D. If that is not possible, the process stops.
4. If the employee being tested requests it, the Breath Alcohol Technician (BAT) should present his/her I.D.
5. Once the employee's I.D. is established, Step 1 of the United States Department of transportation Breath Alcohol Testing Form (DOT) will be completed.
6. The employee will complete Step 2 on the DOT form, signing the certification. If the employee refuses to sign; it is regarded as a refusal to take the test.
7. The employee shall be tested for alcohol using a saliva test kit or screening alcohol breath test. If test results are negative on this screening test, a copy of the DOT form will be completed noting the results, and a copy provided to the employee. One will be forwarded to the supervisor and one will be retained by the BAT.
8. If the screening test indicates an alcohol level greater than 0.02, an EBT test is required as follows:

a. The employee and BAT shall read the sequential test number displayed on the Evidential Breath Testing (EBT) device for the test.
b. The employee will open an individually sealed mouthpiece in view of the BAT and attach it to the EBT according to instructions.
c. The employee will blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.

d. The BAT completes Step 3 of the DOT testing form.
e. The employee will sign Step 4 of the DOT testing form stating that the information on the form is accurate and that the employee must not perform safety-sensitive duties or operate heavy equipment if the results are 0.02 or greater.
f. If the test results are less than 0.02 on this test, a copy of the form will be provided to the employee. The test process is complete and a copy will be forwarded to supervisor and one will be retained by the BAT. If the test results are greater than 0.02 on this test, an EBT confirmation test will be conducted as follows:
i. The BAT will explain that a confirmation test will be conducted.
ii. The employee must stay in the room observed for a fifteen (15) minute waiting period. During this period, the employee may not eat, drink, or put any object or substance into his/her mouth.
iii. The confirmation test will be conducted no less than fifteen (15) minutes after the initial EBT test, but within thirty (30) minutes of the completion of the initial list.
iv. The confirmation test will be completed according to Steps H-M of this procedure.
v. If the result of the confirmation test is different from the EBT screening test, the confirmation test will be considered the accurate result.
vi. If the results are still greater than or equal to 0.02 on the confirmation test, the BAT will contact the employee's supervisor for further instructions before releasing the employee from the test site.
vii. Employees with a reading of 0.02 or more are not to drive or engage in any safety-sensitive operations until further notice from their supervisor and in accordance with this policy.
viii. All results will be transmitted in conformity to confidentiality procedures outlined below.

B. DRUG TESTING PROCEDURES

1. The urine specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab.
2. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab.
3. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine.
4. If the test is positive for one or more drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis.
5. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City.

6. With all positive drug tests, the physician (a.k.a. medical review officer [MRO]) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test result may be reported to the City as “negative.”

APPENDIX D

REASONABLE SUSPICION OBSERVATION FORM

(STRICTLY CONFIDENTIAL)

EMPLOYEE NAME: DAY/TIME OF INCIDENT:

SUPERVISOR #1 NAME: SUPERVISOR #2 NAME:

(Optional) (Optional)

The following checklist is to be completed when an incident has occurred which provides reasonable suspicion that an employee is under the influence of a prohibited drug substance or alcohol. The supervisor(s) note all pertinent behavior and physical signs or symptoms, which lead you to reasonable belief that the employee has recently used or is under the influence of a prohibited substance. Mark each applicable item on this form and any additional facts or circumstances, which you have noted.

A. NATURE OF THE INCIDENT/CAUSE FOR SUSPICION

1. Observed/reported possession or use of a prohibited substance
2. Apparent drug or alcohol intoxication
3. Observed abnormal or erratic behavior
4. Arrest or conviction for drug-related offense
5. Evidence of tampering on a previous drug test
6. Other (e.g., flagrant violation of safety regulations, serious misconduct, fighting or argumentative/abusive language, refusal of supervisor instruction, unauthorized absence on the job). Please specify.

_____

_____

_____

B. UNUSUAL BEHAVIOR

1. Verbal abusiveness
2. Physical abusiveness
3. Extreme aggressiveness or agitation
4. Withdrawal, depression, mood changes, or unresponsiveness
5. Inappropriate verbal response to questioning or instruction
6. Other erratic or inappropriate behavior (e.g., hallucinations, disorientation, excessive euphoria, confusion). Please specify.

_____

_____

_____

C. PHYSICAL SIGNS OR SYMPTOMS

1. Possessing, dispensing, or using controlled substance.
2. Slurred or incoherent speech.
3. Unsteady gait or other loss of physical control; poor coordination.
4. Dilated or constricted pupils or unusual eye movements.
5. Bloodshot or watery eyes.
6. Extreme fatigue or sleeping on the job.

7. Excessive sweating or clamminess to the skin.
8. Flushed or very pale face.
9. Highly excited or nervous.
10. Nausea or vomiting.
11. Odor of alcohol.
12. Odor of marijuana.
13. Dry mouth (frequent swallowing/lip wetting).
14. Dizziness or fainting.
15. Shaking hands or body tremors/twitching.
16. Irregular or difficult breathing.
17. Runny sores or sores around nostrils.
18. Inappropriate wearing of sunglasses.
19. Puncture marks or “tracks”.
20. Other (Please specify.)

_____
_____
_____

D. WRITTEN SUMMARY

Please summarize the facts and circumstances of the incident, employee response, supervisor actions, and any other pertinent information not previously noted. Please note the date, times, and location of reasonable cause testing or note if employee refused test. Attach additional sheets as needed.

_____
_____
_____
_____
_____
_____

Signature of Supervisor #1 Date/Time Signature of Supervisor #2 Date/Time

The City of Moreno Valley
Personnel Rules & Regulations
Drug and Alcohol Free Workplace Policy
APPENDIX E

I. THE CITY OF MORENO VALLEY DRUG AND ALCOHOL PROGRAM MANAGER (DPMA) AND DESIGNATED EMPLOYER REPRESENTATIVE (DER)

The City of Moreno Valley has designated the Human Resources Director or designee, as the Drug and Alcohol Program Manager (DAPM), and as the Designated Employer Representative (DER) to answer questions about the City of Moreno Valley’s anti-drug and alcohol misuse programs.

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MV00105701

MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00105703

MINUTES – SPECIAL REGULAR MEETING OF APRIL 19, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.3

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MV00105705

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

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MV00105707

MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00105709

MINUTES – SPECIAL REGULAR MEETING OF APRIL 19, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.3

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MV00105711

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

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MV00105713

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Chairperson and Members of the Community Redevelopment Agency Board of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 10, 2011

TITLE: REVISIONS TO THE REDEVELOPMENT AGENCY HOMEBUYER ASSISTANCE PROGRAM

RECOMMENDED ACTION

Staff recommends the Redevelopment Agency Board (RDA) approve amendments to the Homebuyer's Assistance Program (HAP) to allow the loan term to be reduced to 20 years and allow the loan to be forgiven upon the expiration of the loan term.

BACKGROUND

On July 14, 1998, the RDA Board approved the RDA-HAP. Consistent with State Redevelopment Law, the RDA-HAP makes homeownership affordable and achievable for first-time homebuyers who earn up to 120% of the Area Median Income and are purchasing an existing home in the City of Moreno Valley. Under the original program, homebuyers were provided up to $20,000 of down payment assistance in the form of a 30-year, zero-interest, deferred-payment loan with equity share provisions.

The RDA Board approved policy changes to the RDA-HAP program in April 2004 and September 2010 to better respond to the residential market and provide assistance to homebuyers. These changes included increasing the maximum HAP loan amount to twenty-percent (20%) of the purchase price and increasing the maximum home purchase price for the HAP to 95% of the Federal Housing Administration (FHA) single family mortgage limit as well as allowing a portion of the RDA-HAP loan to be applied to buyer's non-recurring closing costs. All of this was done to react and adjust to a changing residential real estate market and lending environment.

DISCUSSION

The RDA-HAP loan is an important tool used to facilitate the sale of the City's NSP properties. Since no monthly payments are required and the loan is interest free, homebuyer's who may not otherwise qualify for financing to purchase homes, are afforded the opportunity to enjoy the benefits of home ownership. The City also benefits because the RDA-HAP loans help stabilize neighborhoods by increasing home ownership and eliminating the blight created by vacant properties. However, given a changing marketplace, many potential homebuyers are currently reluctant to accept the present loan structure with a 30 year term and balloon payment requirements.

In an effort to better fulfill the commitments of the City's NSP Program by removing impediments to potential homebuyers, staff recommends that the term of the current RDA-HAP loan be amended to 20 years and that the loan be forgiven at the end of the 20 year term. These recommended changes will make the loan more attractive to qualified homebuyers while maintaining the City's NSP and RDA objectives of creating long-term home owners within neighborhoods. The equity sharing requirements of the RDA-HAP remain intact. These provisions discourage the resale, refinance, or rental of the property by requiring a share of equity together with the repayment of principal RDA-HAP loan amount upon the occurrence of one of these events. Before proposing these changes, staff surveyed other jurisdictions and found similar terms on their down payment assistance loans.

ALTERNATIVES

1) Approve an amendment to the RDA-HAP to allow the term of the RDA-HAP loan to be 20 years and that the loan is forgiven at the end of the 20 year term. **Staff recommends this alternative as it will allow the RDA to better respond to the current market conditions and consumer needs of the community.**

2) Decline to approve an amendment to the RDA-HAP to allow the term of the RDA-HAP loan to be 20 years and that the loan is forgiven at the end of the 20 year term. **Staff does not recommend this alternative as it will not allow the RDA to respond to the current market conditions and consumer needs of the community.**

FISCAL IMPACT

Funding for the Homebuyer Assistance Program is provided by the RDA Housing Set-Aside fund. The recommended actions impose no near-term fiscal impact to the RDA Housing Set-Aside fund. The reduction in the loan's term and the forgiveness provision will not affect equity share and principal repayments that occur prior to the loan's 20th anniversary.
These recommended actions impose NO fiscal impact to the General Fund. Under State Redevelopment Law, Housing Set-Aside funds are restricted for uses that support affordable housing.

SUMMARY

Due to the ever-changing real estate market, modifications to the RDA-HAP Program are necessary. The RDA-HAP loan helps to facilitate the sale of the City's NSP properties. With this type of loan, homebuyer's who may not otherwise qualify for financing to purchase homes, are given the opportunity to enjoy the benefits of home ownership. The City benefits because the RDA-HAP loans help stabilize neighborhoods by increasing home ownership and eliminating the blight created by vacant properties. However, many potential homebuyers are reluctant to accept the loan's 30 year term and balloon payment requirements.

In an effort to fulfill the commitments of the City's NSP Program by removing impediments to potential homebuyers, staff recommends that the term of the current RDA-HAP loan is amended to 20 years and that the loan is forgiven at the end of the 20 year term. These changes will make the loan more attractive to qualified homebuyers while maintaining the City's NSP and RDA objectives. The equity sharing requirements of the RDA-HAP remain intact. These provisions discourage the resale, refinance, or rental of the property by requiring a share of equity together with the repayment of principal RDA-HAP loan amount upon the occurrence of one of these events. Before proposing these changes, staff surveyed other jurisdictions and found similar terms and conditions for their down payment assistance loans.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS/EXHIBITS

ATTACHMENT A: RDA-HAP Guidelines

Prepared By:
Michele Patterson
Redevelopment and Housing Programs Administrator

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	**Hearing set for:**

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MV00105717

CITY OF MORENO VALLEY
HOMEBUYER ASSISTANCE PROGRAM
POLICY AND PROCEDURES

Approved May 19, 2004
Revised August 19, 2010
Revised May 10, 2011
Revision 10.2

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
951.413.3450

Making the Dream of Homeownership a Reality

MORENO VALLEY
NEIGHBORHOOD PRESERVATION

Attachment A

CITY OF MORENO VALLEY
HOMEBUYER ASSISTANCE PROGRAM (HAP)

PROGRAM PROCEDURES MANUAL

Table of Contents

SECTION 1

HAP OVERVIEW

1.1 Introduction 1
1.2 Purpose and Objective 1
1.3 How a Homebuyer/Borrower Applies for a HAP Loan 1

SECTION 2

HAP LOAN PARAMETERS AND FIRST MORTGAGE REQUIREMENTS

2.1 Loan Terms 2
2.2 Loan Amount 2
2.3 Funds Usage 3
2.4 Program Charges and Fees 3
2.5 Eligible First Mortgage Type 3
2.6 Combined Loan-To Value 3

SECTION 3

BORROWER ELIGIBILITY

3.1 First-Time Homebuyer 4
3.2 Homebuyer Education 4
3.3 Income Limits 5
3.4 Income Qualification Criteria ..... 5 & 6
3.5 Maximum Affordable Housing Cost and Housing Ratio ..... 7 & 8
3.6 Total Debt/Back End Ratio 9
3.7 Credit Standards 9
3.8 Cash Assets 9
3.9 Borrower's Contribution 10
3.10 Owner Occupancy Requirements 10

SECTION 4

PROPERTY ELIGIBILITY AND HOME INSPECTION REQUIREMENTS

4.1 Property Types 11
4.2 Maximum Purchase Price 11
4.3 Property Value 11
4.4 Property Standards and Inspection Requirements 12

SECTION 5

HAP APPLICATION PROCESSING AND CLOSING REQUIREMENTS

5.1 Loan Origination 13
5.2 Request for Reservation of HAP Funds ..... 13 & 14
5.3 Request for HAP Loan Approval ..... 14 & 15
5.4 HAP Loan Closing Conditions and Pre-Funding Requirements 15
5.5 Pre-Closing Processes 16
5.6 Funding Processes 16
5.7 After Funding Processes 17

CITY OF MORENO VALLEY
HOMEBUYER ASSISTANCE PROGRAM (HAP)
PROGRAM PROCEDURES MANUAL

Table of Contents

SECTION 6

MISCELLANEOUS INFORMATION AND ADMINISTRATION PROCESSES

6.1 Cancellation and Commitment Expirations 18
6.2 Revocations 18
6.3 Transferring HAP Applications to Another Lender 18
6.4 Changing Properties during the HAP Application Process 18
6.5 Post Audit 18

SECTION 7

LENDER ELIGIBILITY

7.1 Lender Eligibility 19
7.2 Lender Removal 19

SECTION 8

LOAN MANAGEMENT AFTER CLOSING

Managing Agency 20
Reconveyance of HAP Loan 20

SECTION 9

LOAN DEFINITIONS

Definitions ..... 21 through 23

SECTION 10

HAP EXHIBITS LIST

List 24

SECTION 1: HAP OVERVIEW

1.1 INTRODUCTION

The Homebuyer Assistance Program (HAP) Procedures Manual describes the HAP program and sets forth the role and requirements of the City, participating lenders, escrow companies, real estate agents, and the homebuyer, (hereinafter called the borrower) and seller. This document contains a description of the HAP loan parameters, processing procedures, and program administration. The City may revise these guidelines from time to time as deemed necessary.

The City encourages all eligible first-time borrowers to apply for a HAP loan. Participating lenders are expected to be well informed about all the restrictions contained in this manual so that both borrowers and sellers alike are aware of these restrictions before the loan application is taken.

1.2 PURPOSE AND OBJECTIVE

The City Council authorized the Homebuyer Assistance Program (HAP) for the purpose of providing down payment assistance to low, median, and moderate-income homebuyers purchasing a home within the City of Moreno Valley.

The program funding sources are the Redevelopment Agency (RDA) 20 percent set-aside Low and Moderate Income Housing Fund, and the Federal HOME Investment Partnership Program (HOME).

The Health and Safety Code provides that not less than 20 percent of all taxes allocated to a jurisdiction's RDA set-aside funds must be used to preserve, increase, or improve the community supply of housing available to families of low or moderate and very low-income households.

The purpose of HOME funds is to expand the supply of affordable housing for low- and very low-income families. HOME funds are subject to all federal rules and regulations as published in 24 CFR Part 92.

The objective of the Homebuyer Assistance Program (HAP) is to promote neighborhood stabilization and revitalization.

1.3 HOW A HOMEBUYER/BORROWER APPLIES FOR A HAP LOAN

The borrower must obtain a first mortgage loan and apply for the HAP loan through one of the HAP Participating Lenders approved by the City. The Lender will calculate the needed HAP assistance in conjunction with the City and submit the Application Package to the City for approval.

SECTION 2: HAP LOAN PARAMETERS AND FIRST MORTGAGE REQUIREMENTS

2.1 LOAN TERMS

Second Lien: The City HAP loan is a second mortgage, and must be in second lien position.

Interest Rate: 0% Interest.

Loan Term: Principal is forgiven in 20 years.

If the property is sold, the buyer ceases to occupy the property, or the property is refinanced and cash taken out during the 20-year term, the loan will become immediately due and payable.

Payments: Deferred no (principal or interest) payments are required during the loan term.

Shared Equity: The loan terms include an equity sharing arrangement in lieu of interest on the deferred loan. When the property is sold,, transferred, refinanced with cash taken out, or the loan is prepaid in full prior to loan maturity, the City will receive a share of the gain on sale/value in addition to the original amount loaned. The percentage factor of the equity share percentage is calculated by dividing the original HAP loan amount by the original purchase price.

Share of Equity Example:

If the HAP loan amount was $52,345 and the original purchase price was $261,725, the equity share percentage would be 20% (52,345 divided by 261,725). Next, the equity share percentage is multiplied by the gain on the sale/value (as determined by the sales price or the property value certified by a professional appraiser) to determine the City's share of the profit on the sale. If the gain on the sale/value were $50,000, the City's share would be 20% of $50,000, or $10,000. The equity share amount is added to the HAP loan principal balance. The total repayment to the City would be $62,345.

Assumability: The HAP loan is not assumable or transferable.

2.2 LOAN AMOUNT

The amount of HAP down payment assistance is based on the purchase price and the borrower's income. The borrower may only receive what is needed to close the purchase transaction. The maximum HAP loan amount is 20% of the purchase price as determined by the City. *The purchase price cannot exceed the appraised value.*

2.3 FUNDS USAGE

HAP funds may be used for down payment and/or reasonable closing costs, based upon need and subject to City approval.

2.4 PROGRAM CHARGES AND FEES

The Lender may only charge the borrower reasonable fees as would be charged to a borrower applying for a mortgage not provided in connection with the HAP loan.

The cost for title insurance (limited coverage) for the HAP should also be included as part of the first mortgage loan fees. There will be no other fees incurred by the HAP loan process.

2.5 ELIGIBLE FIRST MORTGAGE TYPE

The HAP loan may only be used in conjunction with fixed-rate, fully amortized, 30-year FHA or Conventional (Fannie Mae or Freddie Mac) loan types.

Lease Option, VA loans, ARM, and Interest Only loans are not eligible for use with the HAP.

The first mortgage lender will estimate the HAP loan amount and process the first mortgage and HAP loans concurrently. The City will determine the final amount of the HAP assistance upon receipt of the HAP Loan Submission Package (Approval Phase). The HAP loan can only be used with original first mortgage financing, and will only be subordinated to the first mortgage.

Lenders will process the underlying mortgages using standard procedures, with adjustments to those procedures to conform to the HAP guidelines. The borrower must accept the highest loan-to-value ratio first mortgage amount for which they can qualify.

Note: Lenders must use the more restrictive program parameters of the HAP loan program or first mortgage loan program, (e.g. FHA, Fannie Mae, Freddie Mac).

2.6 COMBINED LOAN-TO VALUE

The borrower(s) must receive the highest loan-to-value ratio first mortgage amount for which they can qualify. The combined loan-to-value (CLTV) of the first mortgage without financed MIP, if applicable, and the HAP loan **cannot exceed the maximum CLTV of 100%**.

Note: Lenders must use the more restrictive CLTV limits of the HAP Program or the first mortgage loan program, (e.g. FHA, Fannie Mae, Freddie Mac).

SECTION 3: BORROWER ELIGIBILITY

3.1 FIRST TIME-HOMEBUYER

To qualify, the borrower must not have owned a home or held an interest in residential real property for the previous three (3) years prior to the date of the application. *Exception: A person who qualifies as a displaced homemaker or a single parent* ***(See Definition Section)****, while previously married, owned a home with his/her spouse, does not need to meet this HAP requirement.*

To comply with first-time homebuyer requirements and ensure the household does not exceed the maximum income limit, each borrower and all persons expected to reside in the residence must provide copies of their most recent three years' **Federal Income Tax Returns**. The Returns must be **re-signed and dated (live ink) by the applicable borrower(s) or household member** as certification that they are true and exact copies of the returns submitted to the IRS.

If the borrower(s) or any other household member cannot provide a copy of his or her Federal Income Tax Returns, he or she may:

1. Request copy from the IRS; or
2. Request form #1722 from the IRS (This form may be accepted if it can be determined that the he or she did not itemize their deductions.)

3.2 HOMEBUYER EDUCATION

Each borrower receiving HAP assistance (taking title) is required to attend a Homebuyers Education/Counseling Seminar before the loan documents are drawn .The City has approved the following three non-profit agencies as the providers. Alternate providers are acceptable; however, they must be a HUD-approved homebuyer education provider and offer classroom-based courses. Internet-based homebuyer education courses are not accepted] The first lender is responsible for ensuring the borrower(s) attend a session and must forward the original Certificate of Completion for **each** borrower before the HAP loan documents are drawn.

Approved Providers	Address	Telephone
Fair Housing Council of Riverside County, Inc.	3933 Mission Inn Avenue Riverside, CA 92501 Web: www.fairhousing.net	951.682.6581 800.655.1812
Inland Fair Housing and Mediation Board	60 East 9th Street, Ste. 100 Upland, CA 91786 Web: www.inmedbd.com	909.984.2254 800.321.0911
Springboard	1605 Spruce Street, Ste. 100 Riverside, CA 92507 Web: www.credit.org	800.947.3752

3.3 INCOME LIMITS

The borrower's **total annualized current gross household income cannot exceed 120%** of the Riverside County area median income (AMI) adjusted by household size.

The annual gross income of the borrower(s) **and** any other adult who will live in the subject property must be included when determining maximum income eligibility. The maximum income limits are subject to change each year.

The 2010 annual income limits effective July 2010 are as follows:

Table 3.1
2010 Annual Income Limits

Household Size	50% (Very Low)	70% (Low)	80% (Lower)	100% (Median)	110% (Moderate)	115%-FHA (Moderate)	120% (Moderate)
1 Person	22,750	31,850	36,400	45,500	50,050	52,300	54,600
2 Person	26,000	36,400	41,600	52,000	57,200	59,800	62,400
3 Person	29,250	40,950	46,800	58,500	64,350	67,250	70,200
4 Person	32,500	45,500	52,000	65,000	71,500	74,750	78,000
5 Person	35,100	49,140	56,200	70,200	77,220	80,750	84,250
6 Person	37,700	52,780	60,350	75,400	82,940	86,700	90,500
7 Person	40,300	56,420	64,500	80,600	88,660	92,700	96,700
8 Person	42,900	60,060	68,650	85,800	94,380	98,650	102,950

Note: Lenders must use the more restrictive income limit of the HAP Program, HOME Program, or first mortgage loan program, (e.g. FHA, Fannie Mae, Freddie Mac).

3.4 INCOME QUALIFICATION CRITERIA

The annual income for purposes of qualifying for a HAP loan includes **all** household income, and may be lower or higher than the income amount utilized by the lender to underwrite the first mortgage **(See the Income Worksheet)**. There are two major differences:

- **Anticipated Income**: The HAP figure represents ANTICIPATED income, while the Lender's figure represents income AVERAGED over the last few years; and

- **Income Sources**: The HAP requires that every source of income, taxed or untaxed, be included in the HAP computation, while the underwriter for the first mortgage lender may choose not to honor sources of income that are sporadic and lack a strong track record.

3.4 INCOME QUALIFICATION CRITERIA CONTINUED…

Gross Income is calculated based on **annual household income** that will be used as set forth as follows:

1. All of the income of all adult working household members over the age of 18 who share the same dwelling unit or share in the ownership of the unit shall be considered in the total family income. If over 18 and a full time student, verification of full time status will be required.
2. Gross income will be the full amount before taxes and any payroll deductions. All overtime, bonuses and commissions will be counted as income.
3. For self-employed individuals, adjusted gross income will be the net income from the operation of the business and profession, as calculated by averaging the net income manifested by their Federal income taxes for the past three (3) years.
4. Interest earned, dividends, and other net income of any kind will be counted as part of the household gross income.
5. Social security payments, income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, including other similar periodic receipt of income will be counted as part of the household gross income.
6. Payments in lieu of earnings, such as unemployment, worker's compensation, severance pay, and welfare assistance will be included in the computation of gross income, even though lenders may not utilize these earnings for the issuance of credit. Food stamps value are not included in the income calculation.
7. Periodic and determinable allowances, such as alimony and child support payments will also be included in the computation of gross income.
8. All regular pay, special pay, and allowances of a member of the Armed Forces will be included as Gross income.
9. Any other income that must be reported for Federal income tax purposes will be included.

If the borrower(s) receives overtime, commission, or other wages in addition to their regular salary/hourly rate, the Verification of Employment (VOE) must have each amount listed separated to determine anticipated income.

In addition to the VOE, the borrower(s) will be required to provide signed and dated Federal tax returns for the last three (3) years and verification of current income, as evidenced by copies of the most recent pay stubs for the last 30 days.

3.5 MAXIMUM AFFORDABLE HOUSING COST AND HOUSING RATIO

Affordable Housing Cost Definition:

The Affordable Housing Cost (AHC) is the maximum monthly housing cost that a borrower in a certain income level may pay based on a percentage of income adjusted by household size.

Section 6920 of Title 25 of the California Code of Regulations defines the affordable housing cost to include the following:

- Principal and interest (first mortgage)
- Property Taxes and Assessments
- Homeowners' Association (HOA) Dues
- Hazard Insurance (if not included in HOA)
- Mortgage Insurance Premium
- Utility Allowance: including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels
- Maintenance and Repair Allowance

Summary of Affordable Housing Cost (AHC) Expense and Housing Ratio:

The following is a summary of the AHC expense and front-end ratio. Refer to **Table 3.2 - Maximum Monthly Housing Cost and Ratio Schedule** for additional requirements.

- **Households earning less than 80% AMI (Lower):** Cannot exceed the **lesser** of:
  - **30%** of the household's gross monthly income; or
  - The affordable housing cost limits stated in the **Maximum Monthly Housing Cost Schedule in Table 3.2.**

- **Households earning more than 80.01% - 120% AMI (Low - Moderate):**
  - Minimum housing expense ratio is 28% of the household's gross monthly income; and
  - cannot exceed the **lesser** of 35% of the borrower's gross monthly income, or
  - The affordable housing cost limits stated in the **Maximum Monthly Housing Cost Schedule in Table 3.2.**

3.5 MAXIMUM AFFORDABLE HOUSING COST AND HOUSING RATIO CONTINUED…

Maximum Monthly Housing Cost and Housing Ratios:

Table 3.2 provides the maximum monthly affordable housing cost limits and ratios defined by the applicable income level and unit size. **The maximum monthly housing cost must include utility and maintenance allowance per Table 3.3.**

Table 3.2 Maximum Monthly Housing Cost and Ratio Schedule						
AMI Level	**One Bedroom**	**Two Bedroom**	**Three Bedroom**	**Four Bedroom**	**Five Bedroom**	**Six Bedroom**
50% - Very Low **30% of 50% of Median**	• No Minimum housing expense ratio requirement • Not to exceed the **lesser** of 30% of borrower's gross monthly income or the amounts listed below					
	$650	$731	$813	$878	$943	$1,008
70% - Low **30% of 70% of Median**	• No Minimum housing expense ratio requirement • Not to exceed the **lesser** of 30% of borrower's gross monthly income or the amounts listed below					
	$910	$1,024	$1,138	$1,229	$1,320	$1,411
70.01% - 80.00% **Low - Lower**	• No Minimum ratio requirement • Not to exceed 30% of Gross Monthly Income					
80.01% - 110% **Moderate**	• Minimum 28% • Not to exceed the **lesser** of 35% of Gross Monthly Income or the amounts listed below					
	$1,668	$1,877	$2,085	$2,252	$2,419	$2,586
110.01%-120% **Moderate**	• Minimum 28% • Not to exceed 35% of Gross Monthly Income					

Note: When combining programs lenders must use the more restrictive Monthly Housing Costs and Ratios of the HAP Program, HOME Program, or first mortgage loan program (e.g. FHA, Fannie Mae, Freddie Mac).

Utility and Maintenance Allowance Schedule:

Table 3.3 defines the **2010-2011 Utility and Maintenance Allowance** amounts to include when determining the borrower's Affordable Housing Cost expense. The amounts are subject to change in July of each year.

Table 3.3 2010-2011 Utility and Maintenance Schedule						
Size of Unit	**One Bedroom**	**Two Bedroom**	**Three Bedroom**	**Four Bedroom**	**Five Bedroom**	**Six Bedroom**
Utilities	$125	$154	$192	$225	$260	$284
Maint. & Repairs	**$20**	**$25**	**$30**	**$35**	**$40**	**$60**
Total	**$145**	**$179**	**$222**	**$260**	**$300**	**$344**

Utility Allowance Source: Housing Authority of the County of Riverside. Effective 7/01/10- Expires 6/30/11

3.6 TOTAL DEBT /BACK END RATIO

The borrower's total monthly debt back-end ratio (Total Housing expense and all other debt combined) cannot exceed **42%*** of the borrower's gross monthly income.

**If compensating factors exist, under extenuating circumstances, the borrower(s) may qualify with a higher back-end ratio, not to exceed 45%, subject to supporting documentation and Loan Committee approval.*

Note: When combining programs lenders must use the more restrictive income ratios of the HAP Program, HOME Program, or first mortgage loan program (e.g. FHA, Fannie Mae, Freddie Mac).

3.7 CREDIT STANDARDS

The HAP Program requires the borrower(s) to have a fair credit rating, at minimum. Please refer to chart below:

Score Rating	
Excellent	**750-850**
Good	**660-749**
Fair	**620-659**
Poor	**300-619**

Please note: the first mortgage lender's credit standards may differ from those of the City's, the more restrictive credit standards will be used.

If a bankruptcy and/or a foreclosure exist, a waiting period of **three years** is required before the borrower may participate in the HAP Program. The Loan Committee will reserve the right to approve such loans if extenuating circumstances exist (i.e. death, divorce, etc.) In addition, the credit record(s) must not show substantial disregard for former or existing obligations.

3.8 CASH ASSETS

In order to qualify for the HAP, the borrower(s) must not be able to purchase a home with his/her current assets, yet still have sufficient income and credit with which to qualify for a loan. **The borrower(s) shall have at least one month's total housing expense** (principal, interest, taxes and insurance) in reserves at the time of closing **but not more than six month's total housing expense reserves**.

For purposes of the HAP program, the following are considered assets in determining program eligibility:

A. Cash savings, marketable securities, stocks, bonds, and other forms of

capital investments other than Individual Retirement Accounts, KEOGH plans, or other retirement vehicles.

B. Inheritances, cash lump sum insurance payments, settlements for personal property damage already received will be considered a household asset.

C. Any equity in real estate will be considered an asset.

D. Allowable assets will be the borrower's portions of the down payment and up to six months savings for monthly housing costs. The cash value of an asset is its market value minus reasonable expenses required to convert the asset to cash.

3.9 BORROWER'S CONTRIBUTION

The borrower(s) must have buy-in and make a contribution toward the purchase. A minimum three-percent (3%) of the purchase price is required as a buyer contribution, one-percent (1%) of the contribution must be from the buyer's own funds. A maximum two-percent (2%) of the buyer's contribution may be gifted, supporting documentation will be required. The buyer's contribution may be applied toward the down payment and/or closing costs.

The buyer's contribution must be a cash contribution. The required one month's reserves discussed in Section 3.8 do not satisfy the buyer's contribution requirement.

3.10 OWNER OCCUPANCY REQUIREMENTS

The borrower(s) must occupy the residences within 21 days of closing, and continue to occupy, as long as the HAP loan exists, as his or her principal residence. Non-occupant co-borrowers are not permitted.

Borrowers may not rent, sell, assign or transfer the residence as long as the HAP loan exists on the property.

SECTION 4: PROPERTY ELIGIBILITY AND HOME INSPECTION REQUIREMENTS

4.1 PROPERTY TYPES

Eligible homes must be:

Located within the **City of Moreno Valley**.

Existing single-family residence or condominium. Manufactured homes on individually owned parcels might qualify for assistance if they are on a permanent foundation. Preference will be given for foreclosure properties and others that have been vacant over 90 days. Properties with a pool/spa may be considered on case-by-case basis, subject to Loan Committee approval.

The property must be currently owner occupied by the seller, vacant or occupied by tenant buyer/borrower purchasing the home. The City will not pay relocation expenses for displaced tenants. The Seller's Affidavit requires the seller(s) to certify to the property's occupancy status.

Ineligible homes are:

New homes and mobile homes on rented spaces are not eligible.

4.2 MAXIMUM PURCHASE PRICE

The maximum purchase price cannot exceed **95%** of the Riverside County - FHA Single Family Mortgage Limit under 203(b) of the National Housing Act (12.U.S.C. 1709(b)) as determined by HUD. Effective May 29, 2007, the HAP maximum purchase price limit is **$362,790**. Although HUD has increased the 2008 limit, the city will continue to use the limit in effect in 2007.

(The CEDD Director reserves the right to adjust the maximum purchase price based upon market conditions).

4.3 PROPERTY VALUE

The lender must provide the City with a copy of the Appraisal Report with color pictures. A professional appraiser may only determine the property value, and the purchase price cannot exceed the appraised value.

4.4 PROPERTY STANDARDS AND INSPECTION REQUIREMENTS

The home must be in sound condition and meet established City of Moreno Valley Housing Quality Standards. **(See the Housing Quality Standards Exhibit)**.

The City will require an inspection of the property performed by the City Inspector to ensure the property is eligible under the HAP Program. **City staff will contact the lender to schedule the inspection within five (5) business days from receipt and review of a completed HAP Reservation Request Package**. Generally, the inspection will be conducted within 10 business days from the date of the City's issuance of a Reservation Confirmation; however, increased volume may extend the time period.

Note: Inspections are **not** conducted on Fridays.

The City inspection will include an assessment for lead-based paint for all properties built in or before 1978. The inspection may determine that additional testing and possible abatement may be required due to the age of the property and the condition of the paint. **The HAP Loan Submission Package must include the original City form, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards," executed the borrower, seller and listing agent.**

After the City Inspector performs the inspection, and if it is determined that repairs are necessary before the property is HAP program eligible, City staff will prepare an **"Inspection Results Report,"** identifying any deficiency items. The report will be distributed to the lender, borrower, seller and agents.

The seller must complete and return the original Acknowledgement Section of the "Inspection Results Report" to the City, which advises the City of the seller's intention regarding completion of the required repairs. Fax copies are acceptable. **It is the City's recommendation that the seller does not begin the repairs until after the lender submits the HAP Loan Submission Package *and* the Loan Committee approves the borrower(s)**.

In the event that the seller elects to not make repairs that are not merely cosmetic in nature the property would **not** be eligible under the HAP program.

After the seller completes the repairs, the lender must contact the City to schedule a re-inspection of the property. The HAP loan cannot close until all repairs are completed and the City Inspector authorizes clearance.

SECTION 5: HAP APPLICATION PROCESSING AND CLOSING REQUIREMENTS

Lenders must adhere to the HAP processing time frame, and promptly notify the City in writing of any HAP cancellations and/or requests for commitment extensions.

The HAP processing procedures are designed to coincide with standard mortgage loan processing and underwriting procedures that are in place at most mortgage lending institutions. Recognizing there are procedural variations among the participating lenders, the procedures outlined here are meant to serve as guidelines with respect to the sequence of events. However, the City, lender, real estate agent, borrower, escrow, and title companies must at some point complete all the elements of the processing sequence outlined in this manual regardless of sequence.

5.1 LOAN ORIGINATION

1. Borrower applies for the HAP loan with an approved HAP participating lender in conjunction with the first mortgage loan.
2. The lender discusses the program parameters with the borrower and determines that the borrower is an eligible candidate for HAP based on income, prior home ownership and other borrower eligibility factors as referenced in the Borrower Eligibility Section, and the purchase transaction meets the HAP guidelines.
3. The lender and borrower complete the HAP documents that include specific certifications as required by the HAP Program, Federal and/or State regulations and requirements. **(See the Exhibits Section.)**
4. Lender submits Reservation Request Package to the City. **(See Section 5.2 Request for Reservation of HAP Funds below.)**
5. Lender performs standard underwriting procedures and determines that the borrower qualifies for a first mortgage.

5.2 REQUEST FOR RESERVATION OF HAP FUNDS (MINIMUM OF 45 DAYS BEFORE ESTIMATED CLOSE OF ESCROW)

RESERVATION REQUEST WILL BE PROCESSED IN THE DATE AND TIME ORDER RECEIVED – NO EXCEPTIONS. IF A RESERVATION REQUEST PACKAGE IS INCOMPLETE, THE RESERVATION REQUEST WILL BE DECLINED, AND THE LENDER WILL BE REQUIRED TO SUBMIT A NEW RESERVATION REQUEST PACKAGE.

1. The lender submits the Reservation Request Package to the City a minimum of 45 days before the estimated close of escrow date. **(See the HAP Reservation Request Form in the Exhibits Section.)** The Reservation Request Package may be submitted by way of fax; however, applicable original HAP documents must be included in the HAP Loan Submission Package (Approval Phase).

5.2 REQUEST FOR RESERVATION OF HAP FUNDS AND PROCESSING CONTINUED…

2. City staff will review the Reservation Request Package within three (3) business days from the receipt date for completeness, consistency, accuracy, and compliance with the HAP loan eligibility requirements regarding the borrower, the property, and the financing structure of the transaction.
3. If the Reservation Request Package is complete, the City will forward a Reservation Confirmation to the lender within the 5 business day period and schedule the property inspection. **(See the Property Eligibility Section for inspection details.)**

   IF A RESERVATION REQUEST PACKAGE IS INCOMPLETE, THE RESERVATION REQUEST WILL BE DECLINED, AND THE LENDER WILL BE REQUIRED TO SUBMIT A NEW RESERVATION REQUEST PACKAGE.

   Note: the reservation confirmation letter is not a loan approval.
4. The reservation will expire in 45 days. If the lender does not submit the HAP Loan Submission Package (Approval Phase) within 45 days from the reservation confirmation date, the City will cancel the reservation request.

5.3 REQUEST FOR HAP LOAN APPROVAL (MINIMUM OF 30 DAYS BEFORE ESTIMATED CLOSE OF ESCROW)

The lender submits the HAP Loan Submission Package (Approval Phase) to the City a **minimum of 30 days before the estimated close of escrow date**. **(See HAP Loan Submission Checklist (Approval Phase) in the Exhibits Section.)**

1. City staff will review the HAP Loan Submission Package within 10 business days from the receipt date for completeness, consistency, accuracy, and compliance with the HAP loan eligibility requirements regarding the borrower, the property, and financing structure of the transaction.
2. If the package is complete and the borrower(s), the property, and the purchase transaction meet the HAP eligibility guidelines, staff will prepare the file for submission to the Loan Committee at the next available meeting.
3. The Loan Committee meets regularly on the **1st and 3rd Wednesday of each month.** On occasion, it may be necessary to reschedule the meeting due to holiday or staff schedules. A HAP Loan Submission Package must be received a minimum of seven (7) days before the Loan Committee meeting date. If not, it will be presented on the next scheduled meeting date. Please plan accordingly.

   If the HAP Loan Submission Package (Approval Phase) is not complete, the City will suspend the HAP reservation request and/or the incomplete file will be returned to the lender. All suspense items must be received a minimum of seven (7) days before the next Loan Committee meeting date. If the suspense items are not received in sufficient time for staff review, staff will not submit the loan until the next scheduled meeting. (Continued on next page.)

5.3 REQUEST FOR HAP LOAN APPROVAL CONTINUED…

4. Upon approval/declination, the City will prepare and fax a Approval/Declination Letter to the Lender. The approval is valid for a period of 60 days. The Housing Program Coordinator may grant a 30-day extension, if requested, in writing by the lender. The "approval" shall be contingent on approval of the first mortgage, compliance with all program criteria, and HAP compliance loan conditions.

5.4 HAP LOAN CLOSING CONDITIONS AND PRE-FUNDING REQUIREMENTS (MINIMUM OF 10 BUSINESS DAYS BEFORE CLOSE OF ESCROW)

STANDARD HAP CLOSING CONDITIONS:

1. **Reminder** – the HAP funds are limited for use as down payment assistance only.
2. **DO NOT pad closing cost**. The borrower cannot receive any cash back at closing. The closing agent must return all refunds/overages due to the borrower(s) after closing to the City for principal reduction of the HAP loan along with a copy of the final HUD-1 Settlement Statement.
3. **Hazard Insurance Coverage** – Hazard Insurance cover must include the HAP loan and list the City as the second lien holder/mortgagee on the Declaration of Insurance. The City must review to the Declaration of Insurance before the release of funds to the closing agent.

   The City's Loss Payee is:

   The City of Moreno Valley, The Community Redevelopment Agency, and The Community Service District
   Its Successors and/or Assigns

   Address:
   City of Moreno Valley
   Attention: Neighborhood Preservation Division
   P.O. Box 88005
   City of Moreno Valley, CA 92552-0805

4. **Title Insurance:** A separate Limited Title Insurance policy is required for the HAP loan and the fee collect from the borrower at closing. The City must receive a final Title Policy referencing the following:

   The City of Moreno Valley and The Community Redevelopment Agency, Its Successors and/or Assigns

5. **Estimated HUD-1:** Closing Agent to provide the City with a certified copy of Estimated HUD-1 prior to funding for review.

5.5 PRE-CLOSING PROCESSES
(MINIMUM OF 10 BUSINESS DAYS BEFORE CLOSE OF ESCROW)

The City prepares the loan documents listed below and a Pre-funding Closing Instructions letter to the closing agent listing the HAP standard conditions as referenced above, and any other "Prior to Funding Conditions," if applicable. The City will contact the lender to schedule pickup.

The Closing Documents Include:

- ☑ HAP Deed of Trust and Assignments of Rent
- ☑ HAP Promissory Note (HOME or RDA)
- ☑ Final Equity Share Disclosure
- ☑ HOME Funds Disclosure, if HOME Funds are applicable
- ☑ Truth-In-Lending Disclosure Statement
- ☑ 4506 or 8821-Tax Information Authorization

NOTE: THE CITY ATTORNEY AND CITY MANAGER MUST SIGN THE DEED OF TRUST. THEY WILL ONLY SIGN IT AFTER THE BORROWER(S) HAS EXECUTED THE DOCUMENT.

5.6 FUNDING PROCESSES
(MINIMUM OF 5-7 BUSINESS DAYS BEFORE FUNDING)

After the borrower executes the HAP loan documents and obtains Hazard Insurance, the Closing Agent must return the following items to the City a minimum of 5-7 Business days before funding to facilitate review and execution of the Deed of Trust by the City Attorney and City Manager.

- ☑ HAP Deed of Trust and Assignments of Rent (ORIGINAL)
- ☑ HAP Promissory Note (HOME or RDA) (ORIGINAL)
- ☑ HOME Funds Disclosure, if applicable (ORIGINAL)
- ☑ Final Equity Share Disclosure (ORIGINAL)
- ☑ Truth-In-Lending Disclosure Statement (ORIGINAL)
- ☑ 4506 or 8821-Tax Information Authorization (ORIGINAL)
- ☑ First Mortgage Deed of Trust (COPY)
- ☑ First Mortgage Note (COPY)
- ☑ Declaration of Insurance referencing the City (COPY)
- ☑ Certified copy of Estimated Final HUD-1 (COPY)

After the City reviews the Closing Package documents, and the Deed of Trust signed by the City Attorney and City Manager, staff schedules pick up of the HAP Deed of Trust with the closing agent for recordation, and issues wire transfer authorization of the HAP funds.

5.7 AFTER FUNDING PROCESSES

The closing agent provides the City with a certified copy of the Final HUD-1 Settlement Statement, and a check for any cash proceeds/overages for HAP loan principal balance reduction, if applicable, two weeks after closing.

SECTION 6: MISCELLANEOUS INFORMATION AND ADMINISTRATION PROCESSES

6.1 CANCELLATION AND COMMITMENT EXPIRATIONS

In a situation where the borrower or seller makes the decision to cancel the purchase transaction, written notice must be given to the City before the expiration of the Reservation Commitment or the Approval Commitment. The notice must include the reason(s) for the cancellation and be signed by both the Lender and the Borrower.

Before the Commitment has expired, the Lender must either: (1) submit the closing package; (2) submit a written request for a 30-day extension; or, (3) submit a notice of cancellation as described above.

6.2 REVOCATIONS

Automatic revocation occurs when the residence for which a HAP loan was issued ceases to be the borrower's principal residence; the HAP loan will become due and payable.

Automatic revocation occurs when the original loan/first mortgage is refinanced, unless the City of Moreno Valley has approved a Streamline Refinance loan for which no cash is taken out by the borrower during the transaction.

Revocation will occur upon discovery by the City or a participating Lender of any material misstatement, whether negligent or fraudulent. If the HAP loan is revoked, it is immediately due and payable.

6.3 TRANSFERRING HAP APPLICATIONS TO ANOTHER LENDER

If a Borrower has a pending HAP Reservation Commitment or Approval Commitment, and decides to change from one participating lender to another, the City will honor the original expiration date as long as all other conditions are unchanged and the new lender verifies the commitment documents and provides updated HAP forms accordingly. The transfer will be acceptable to the City only after written notification from the borrower is received.

6.4 CHANGING PROPERTIES DURING THE HAP APPLICATION PROCESS

Should the borrower elect to change properties, which could be the result of the seller's cancellation or the property's failure to meet the City of Moreno Valley Housing quality Standards, the reservation, and/or commitment is no longer valid. If the borrower finds a replacement property, a new application for reservation and commitment is required and is subject to the availability of funds.

6.5 POST AUDIT

The City or its assignee retains the express authority to perform annual random case post audits of participating lender records.

SECTION 7: LENDER ELIGIBILITY

7.1 LENDER ELIGIBILITY

The HAP is available to **direct lenders only.** Brokers are not eligible for designation as an approved participating lender (hereinafter called "lender"); however, they may enter into arrangements with an approved participating lender to process HAP applications. The participating lenders will remain responsible for all submittals and correspondence.

All lenders who wish to participate in the HAP must be enrolled in the program, maintain an active status, and meet the following requirements:

1. Lender must have a Corporate License to make first mortgage loans in the State of California;
2. Sign a Lender Participation Agreement and provide copy of Corporate Resolution for signature authority;
3. Each approved branch must obtain a City of Moreno Valley Business License;
4. Require all personnel involved with the HAP to attend a HAP training session;
5. Provide the HAP Manual and the Handbook to all HAP processors;
6. Complete the Lender's Certification for each HAP loan submission perform in accordance with Lender Participation Agreement and the HAP Program Procedures Manual
7. Certify that borrower meets all HAP loan criteria;
8. Cooperate with the City in providing the best possible service to the City's homebuyers;
9. Designate contact person(s) for the program; and
10. Ensure the borrower(s) attend homebuyer education and counseling as soon as the completed application submission package is received by the City.

7.2 LENDER REMOVAL

The Community & Economic Development Department (CEDD) may suspend or remove participating lenders from the Homebuyer Assistance Program in accordance with the terms of the Lender Participation Agreement. Lender may be suspended or removed from the HAP Program based on, but not limited to, the following violations:

1. Failure to follow the HAP Guidelines, as described in this manual and periodic Lender Bulletins.
2. Failure to submit all outstanding documentation within fifteen days of scheduled loan closing.
3. Withholding information that would result in borrower or property disqualification from the program.
4. Negligent or fraudulent misstatements or actions in regard to the Program.
5. Failure to conduct reasonable verification of borrower qualifications for the Program.
6. Failure to maintain complete borrower record for a minimum of seven (7) years after loan closing.

SECTION 8: LOAN MANAGEMENT AFTER CLOSING

8.1 MANAGING AGENCY

The City of Moreno Valley Redevelopment Agency is the appointed trustee for all loans made through the Homebuyer Assistance Program. Forward correspondence to:

City of Moreno Valley
Community & Economic Development Department
Neighborhood Preservation Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Telephone: 951.413.3450
Fax: 951.413.3459

8.2 RECONVEYANCE OF HAP LOAN

When the assisted property is sold or other circumstances occur requiring loan pay-off, the City of Moreno Valley will calculate the pay-off amount and issue a pay-off demand. Upon receipt of the pay-off funds, the City will complete and submit a Deed of Reconveyance to the Riverside County Recorder's office for recordation.

SECTION 9: LOAN DEFINITIONS

Affidavit: An affidavit filed in connection with the program made under oath and subject to penalties of perjury.

Affordable Housing Cost: Section 6920 of Title 25 of the California Code of Regulations defines the affordable housing cost to include the following:

- Principal and interest (first mortgage)
- Property Taxes and Assessments
- Homeowners' Association (HOA) Dues
- Hazard Insurance (if not included in HOA)
- Mortgage Insurance Premium
- Utility Allowance*: including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels
- Maintenance and Repair Allowance

Approved Lender: A lender that has been approved by the City to participate in the HAP Program. To participate in the HAP Program, a Lender must: (1) attend the HAP Training session; (2) Sign the Lender Participation Agreement and designate a contact person; and (3) Obtain a City of Moreno Valley Business License.

Assets: A cash or non-cash item that can be converted to cash. Assets exclude personal property. Cash assets at closing cannot exceed six (6) months monthly housing payment (PITI).

Borrower(s): Any person(s) who applies for a HAP loan.

Borrower's Contribution: A cash contribution made by the borrower(s) equal to or greater than three-percent of the purchase price of which one-percent of the contribution must be from borrower(s') own funds.

Commitment: Issued by the City of Moreno Valley based on Loan Committee's approval and are valid for 60 days.

Displaced Homemaker: An individual who, (1) is an adult; (2) has not worked full-time, or worked a full-year in the labor force, but has during such years, worked primarily without remuneration to care for the home and family; and (3) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. For the purpose of the HAP, a displaced homemaker may be eligible to apply for a loan providing that the ownership was previously held with a spouse, as joint tenants.

Eligible Borrower: Any person meeting the criteria of an eligible borrower set forth in this manual that is in the process of securing financing for the purchase of a Principal Residence. Also referred to as "borrower(s)."

Eligible Dwelling:	Residential real property located in the City that is an existing home which has been previously occupied, designed as a residential unit for one household and which meets the City of Moreno Housing Quality Standards and the criteria set forth in this manual
Existing Home:	Resale home.
HAP:	Homebuyer Assistance Program of the City of Moreno Valley.
HAP Funds Usage:	The HAP funds usage may be used for down payment assistance and/or reasonable closing costs, based upon need and subject to City approval.
Income (Eligibility):	The total gross household income for all borrowers and adults residing in the household that anticipates receiving income during the 12-month period. All income derived from any source as stated in income definitions (See Section 3.4).
Income – Extremely Low (RDA §50106):	30 percent of area median income adjusted for family size.
Income – Very Low (RDA §50105):	50 percent of area median income adjusted for family size.
Income – Lower (RDA §50105):	80 percent of area median income adjusted for family size.
Income - Moderate (RDA §50093):	Households with income at or below 120% of the median income for the area. Maximum income allowed under the HAP of the City of Moreno Valley.
Income – Low (HOME):	Households with income below 80% of the median income for the area.
Interest Recurring:	Lenders usually require borrowers to pay at settlement the interest that accrues on the mortgage from the date of settlement to the beginning of the period covered by the first monthly payment.
Lender:	A direct lender (financial institution) that is licensed by the State, and has met all of the requirements set forth in this manual. (See Section 7.1).
Loan:	An extension of credit provided to an Eligible Borrower to finance the purchase of an Eligible Dwelling which meets the City requirements set forth in this manual.
Non-recurring Closing Costs:	One-time fees and expenses paid at the time of closing. **The HAP funds may be used toward the payment of reasonable closing costs and is subject to City approval.**

Ownership: Any of the following interests in residential real property:

- Fee simple interest
- Joint tenancy
- Tenancy in common
- Interest of a tenant-shareholder in a cooperative
- Life estate
- Interest held in trust for the Borrower that would constitute a present ownership interest if held by the Borrower

Participating Lender: See Lender Eligibility Section 7.

Principal Residence: A single-family house; or any manufactured home (including a mobile home) as defined under Federal law which is of a type customarily used at a location and which sits on a permanent foundation. The borrower must expect to occupy the property as their Principal Residence.

Property Standard: The minimum standards to meet all applicable City of Moreno Valley Housing Quality Standards.

Property Value: The value of the eligible property as determined by a certified appraisal. The property value, not the purchase price, shall not exceed 95% of the area median purchase price for the house, as annually determined by the United States Department of Housing and Urban Development (HUD).

Purchase Price: The cost of acquiring the residence excluding usual and reasonable settlement or finance cost. The purchase price cannot exceed 95% of the Riverside County Single Family Mortgage Limits under 203(b) of the National Housing Act (12 U.S.C. 1709(b)) as determined annually by the United States Department of Housing and Urban Development (HUD).

Related Person: A related person, as that term is defined under the Internal Revenue Code and applicable regulations.

Recurring Closing Costs: Also known as "pre-paids." Means annual renewal fees such as property taxes, insurance and MIP. **The HAP funds may be used toward the payment of reasonable closing costs and is subject to City approval.**

Single Parent: An individual who is (1) unmarried or legally separated from a spouse; and (2) has one or more minor children for whom the individual has custody or joint custody of, or is pregnant. For the purpose of the HAP, a single parent may be eligible to apply for a loan providing that the ownership was previously held as joint tenancy.

SECTION 10: HAP EXHIBITS LIST

	Form Name	Number of Pages	Revision Date
1.	HAP010-Reservation Request Form	1 Page	07/01/08
2.	HAP011A-Reservation Confirmation (Sample)	1 Page	07/01/08
3.	HAP012-Loan Submission Checklist (Approval Phase)	1 Page	07/01/08
4.	HAP013-Contact Information Sheet	2 Pages	07/01/08
5.	HAP014-Lender's Affidavit	2 Pages	07/01/08
6.	HAP015-Borrower's Affidavit	3 Pages	07/01/08
7.	HAP016-Upfront Equity Share Disclosure	1 Page	07/01/08
8.	HAP017-Income Worksheet & Instructions	2 Pages	07/01/08
9.	HAP018-Non-Filing of Tax Returns Affidavit	1 Page	12/27/07
10.	HAP019-Declaration of Income	1 Page	12/27/07
11.	HAP020-Seller's Affidavit	1 Page	07/01/08
12.	HAP021-Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards	1 Page	06/05/02
13.	HAP022-Protect Your Family From Lead in Your Home (HUD Booklet)	16 Pages	9/01
14.	HAP024-Housing Quality Standards	5 Pages	6/04/02
15.	HAP025-Affordable Housing Cost Limit Worksheet	2 Pages	07/01/09

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MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00105747

MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

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MV00105749

City of Moreno Valley
Community & Economic Development

MEMORANDUM

To: Mayor and City Council
Henry Garcia, City Manager
Jane Halstead, City Clerk

From: Barry Foster, Community and Economic Development Director

Date: May 10, 2011

Subject: Public Hearing to Adopt the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program Annual Action Plan for Fiscal Year 2011/12

The above referenced item is scheduled as a Public Hearing item.

The Department of Housing and Urban Development (HUD) issues funding allocations for Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program. However, *as of today*, HUD had not yet released the City's FY 2011/12 grant allocation. Instead of final allocations HUD released *updated estimates* and asked cities use the new figures in their Action Plans. HUD has indicated that the figures are the best figures available at this time. A timeline for release of the final allocations hasn't been established. However, Action Plans must be submitted to HUD by May 13.

Since the release of the Agenda packet, HUD has informed the City that the *estimate* for the City's allocation has changed slightly and will be reduced by 16.63% rather than the original estimate of 16.5% and HOME will be reduced only by 11.7% rather than the original estimate of 16.5%. Below are the revised CDBG and HOME handouts. Additionally, Attachment E has been updated to reflect the revised funding allocations.

ESTIMATED CDBG PROGRAM BUDGET

Funding Category	*Funding Allocation*
2011/12 CDBG Estimated Allocation	$1,618,666
Project Savings (previous year(s)	$333,690
TOTAL AVAILABLE CDBG FUNDS	$1,952,356
Program Administration (20% maximum of annual grant)	$323,733
Public Social Services (15% maximum of annual grant)	$242,799
Public Facilities & Improvements	$650,000
Rehabilitation	$10,000
Code Enforcement	$285,208
Economic Development	$440,616
TOTAL PLANNED CDBG BUDGET	$1,952,356

ESTIMATED HOME PROGRAM BUDGET

Funding Category	*Funding Allocation*
2011/12 HOME Estimated Allocation	$588,314
Funds available under the Multi-Family Housing project account	$1,000,000
TOTAL AVAILABLE HOME FUNDS	**$1,588,314**
Program Administration (maximum 10% of allocation)	$58,831
FY 11/12 CHDO (required 15% of allocation)	$88,247
Mobile Home Grant Program (MHGP)	$100,000
Home Improvement Loan Program (HILP)	$250,000
Hemlock Family Apartments	$1,000,000
TOTAL PLANNED HOME BUDGET	**$1,497,078**

ATTACHMENT E - CDBG PROPOSED PROGRAMS

CDBG - FY 2011/12 - Total Anticipated Funding $1,618,666 plus project savings of $333,690* = $1,952,356

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation
A.	ADMINISTRATION (20% CAP - $323,733)				
0	Administrative Staffing	$338,869		$293,733	
1	Fair Housing Council of Riverside County - Fair Housing Program	$49,453		$30,000	
	Subtotal	$388,322		$323,733	
B.	PUBLIC SERVICES (15% CAP - $242,799)				
2	Community Foreclosure Prevention Workshops	$44,000	$30,000	$28,500	
3	Community Assistance Program (CAP) Food Program	$30,600	$34,220	$29,070	
4	Friends of the Moreno Valley Senior Center (MoVan) Transportation	$30,000	$30,000	$28,500	
5	Problem Orienting Community Policing (POP) Team	$28,241	na	$0	
6	Fair Housing Council of Riv County - Foreclosure Prevention Program	$25,000	$25,000	$21,079	
7	Fair Housing Council of Riv County - Landlord Tenant Mediation Program	na	$15,000	$14,250	
8	Lutheran Social Services (MARB) Homeless Shelter	$15,000	$21,104	$14,250	
9	Path of Life Transitional Family Shelter (MARB)	$15,000	$30,000	$14,250	
10	PW Enhancement Center - Emergency Services Outreach	$15,000	$32,000	$14,250	
11	Neighborhood Clean-ups	$15,000	$15,000	$14,250	
12	Assistance League/Operation School Bell - Clothes/School Supplies	$10,000	$15,000	$9,500	
13	CASA for Riverside County Foster Youth Program	$10,000	$32,535	$9,500	
14	God's Helping Hand Ministries - Food Bank	$9,000	$10,000	$8,550	
15	Operation Safehouse Shelter for Youth	$8,000	$8,000	$7,600	
16	Alternatives to Domestic Violence Emergency Shelter & Services	$7,500	$15,000	$7,125	
17	Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$7,500	$7,500	$7,125	
18	Moreno Valley Community Educators - Tutoring Program	$6,400	na	$0	
19	ARC of Riverside - Disabled Adult Day Care Facility	$5,000	$20,000	$5,000	
20	Salvation Army -Food Program	$5,000	$10,900	$5,000	
21	Catholic Charities - Case Worker	na	$35,000	$0	
22	MVUSD High School Intervention Program	na	$10,500	$0	
23	Smooth Transition Literacy/Job Readiness/Life Skills Trng.	na	$48,872	$0	
24	CVHC - Afterschool/Computer Program	na	$10,000	$0	
25	ReNu Hope Foundation - Pre School Bldg. Improvements	na	$19,413	$0	
26	Volunteer Ctr. '211' Telephone Referral Service	$5,000	$20,000	$5,000	
27	Volunteer Ctr. Rent Gaurantee Program	na	$63,000	$0	
28	Alpha & Assoc. - Reclaiming Youth Intervention Program	na	$50,000	$0	
29	MCL Music Changing Lives - Youth Intervention/Music Program	na	$150,000	$0	
30	Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	$50,000	$0	
31	Leading Our World - Help the Streets Outreach Program	na	$1,105,000	$0	
	Subtotal	$291,241	$1,913,044	$242,799	
C.	PUBLIC FACILITIES & IMPROVEMENTS				
32	Street Improvement Project	na	$650,000	$650,000	
	Subtotal	$0	$650,000	$650,000	
D.	REHABILITATION				
33	Habitat for Humanity	$10,000	$10,000	$10,000	
	Subtotal	$10,000	$10,000	$10,000	
E.	CODE ENFORCEMENT				
34	Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390	$192,604	$192,604	
35	Code Enforcement - Foreclosure 'Strike Team'	$103,017	$92,604	$92,604	
	Subtotal	$366,407	$285,208	$285,208	
F	ECONOMIC DEVELOPMENT				
37	MV New Business Incentive Program	$540,000	$525,000	$195,616	
38	Employment Resource Center	$145,641	$145,000	$145,000	
40	Youth Opportunity Center	$50,000	$25,000	$25,000	
41	Family Service Assoc. Meal Program Facilities	$50,000	$50,000	$25,000	
42	Small Business Development Center	$50,000	$50,000	$50,000	
	Subtotal	$835,641	$795,000	$440,616	
	GRAND TOTAL	$1,891,611	$3,643,252	$1,952,356	

※ New applicants ※ Organization serving homeless population ※ Recommended funding changes over previous year

* Anticipated funding based on 16.63% reducation of last years actual allocation + past years project savings of $333,690. BY LAW Project savings CANNOT be applied to Public Services. Public Services are capped at 15% of annual grant.

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MV00105753

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community and Economic Development Department Director

AGENDA DATE: May 10, 2011

TITLE: PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to provide the public with an opportunity to comment on the proposed 2011/12 Annual Action Plan and,
2. Approve the proposed 2011/12 Annual Action Plan.

BACKGROUND

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley for use in programs that provide decent housing and/or expand employment opportunities for low-to-moderate income persons (see Attachment A for the 2010 Income Limit table). These grants are known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

Grants are provided on an annual basis to Entitlement Cities (eligible, selected cities with a population exceeding 50,000), with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas. Moreno Valley has been classified by HUD as an Entitlement City since 1988.

In accordance with HUD requirements, CDBG Target Areas must be established so that Entitlement Cities may concentrate their programs in areas determined to contain at least 51% of residents earning low-to-moderate incomes. For a map of the CDBG Target Areas see Attachment B.

HUD requires Entitlement Cities (such as Moreno Valley) to prepare a Consolidated Plan that directs CDBG activities for a five year period. FY 2011/12 marks the fourth year of the City's FY 2008-2013 Consolidated Plan. Entitlement Cities also adopt Annual Action Plan updates of the Consolidated Plan each year. The Annual Action Plan more specifically identifies the activities for which the City will allocate both CDBG and HOME funds for the upcoming program year. This staff report requests that the City Council conduct a Public Hearing to review and adopt the Annual Action Plan for FY 2011/12, which must be received by HUD no later than May 13, 2011.

Eligible CDBG grant activities can range from social services to capital improvements to economic development programs. HOME funds must be used toward the development of affordable housing projects. Attachment C details eligible and ineligible activities for both programs.

In past years, the City of Moreno Valley has used CDBG to fund a variety of eligible programs including capital improvement projects, code enforcement activities, social service programs, and economic development programs. CDBG regulations allow Entitlement Cities to dedicate up to a maximum 15% of their annual CDBG allocation to the provision of social services. Social services can include but are not limited to the following:

- Homeless and Emergency services,
- Programs for elderly, disabled, or youth,
- Public safety/crime prevention services, or
- Specialized counseling and treatment.

Social services can be provided directly by the Entitlement City or CDBG social service funds can be granted to certified non-profit organizations (known as sub-recipients) to provide the desired services or programs.

DISCUSSION

At the City Council meeting of March 22, 2011, staff proposed awards for subrecipients based on an estimated budget which called for a 7.5% reduction from last year. At this present time HUD still **has not** released the actual grant allocations. However, HUD has contacted local communities, including Moreno Valley, to advise of even steeper federal funding cuts affecting CDBG allocations. The City was told to expect an approximate 16.5% funding decrease from the previous year instead of the 7.5% decrease that was previously indicated and used to form the budget recommendations reviewed by Council on March 22nd. Based on this new information, the CDBG allocation for FY 2011/12 is estimated at $1,621,245 (this represents a 16.5% decrease from last year).

Attachment D is the proposed Annual Action Plan for Fiscal Year 2011/12. The Annual Action Plan details the specific projects and (estimated) allocated funding for the upcoming

program year. In conformance with HUD requirements, the Annual Action Plan was made available for a 30-day public review from March 29, 2011 through April 29, 2011. To date, there have been public comments received at meetings. These are incorporated in the Action Plan as an attachment. The following tables detail the revised funding allocations. These allocations are included in the Annual Action Plan.

2011/12 CDBG PROGRAMS AND BUDGET

The goal of the CDBG Program is to respond to the needs of low and moderate income persons and neighborhoods. The CDBG program administration is subject to a cap of 20% of the total CDBG allocation. In addition, CDBG social service activities are capped at 15% of the total allocation. The anticipated budget and funding allocations are shown in the following tables.

CDBG PROGRAM BUDGET

Funding Category	*Funding Allocation*
2011/12 CDBG Allocation	$1,621,245
Project Savings (previous year(s)	$412,830
TOTAL AVAILABLE CDBG FUNDS	$2,034,075
Program Administration (20% maximum of annual grant)	$324,249
Public Social Services (15% maximum of annual grant)	$243,186
Public Facilities & Improvements*	$650,000
Rehabilitation	$10,000
Code Enforcement	$366,407
Economic Development	$440,987
TOTAL PLANNED CDBG BUDGET	$2,034,071

* Project shall utilize $350,000 from 2011/12 CDBG allocation plus $300,000 in past year savings.

1) CDBG PROGRAM ADMINISTRATION

HUD limits program administration costs to twenty percent (20%) of the annual CDBG allocation. The FY 2011/12 cap for program administration is estimated to be $324,249. Funding under this category provides for program management by Economic Development Department staff and Fair Housing Services (required by HUD). The Fair Housing Services are free to the public and include: community education on fair housing rights and responsibilities and investigation of public complaints and discriminatory practices.

2) SOCIAL SERVICES

Social services are subject to a fifteen percent (15%) maximum limit of the annual CDBG allocation. Since the March 22nd public hearing, HUD has advised of even steeper federal funding cuts affecting CDBG allocations to local communities, and the City was asked to anticipate a 16.5% funding decrease from the previous year instead of the 7.5% as originally indicated. The City is now required to adjust the social service budget as proposed on March 22nd by $26,212 to accommodate the reduction. Due to less funding, Staff is proposing that:

- there be no new social service programs funded in FY 2011\12[1],
- all existing public service programs that were approved to continue as FY 2011\12 'subrecipients' have the proposed budget allocations trimmed by 5% (i.e., with the exception of programs funded at $5,000 which per adopted local policy, represents the minimum grant amount the City can extend).

This will allow the City to meet the mandatory cap of 15% toward public social services without having to eliminate any valuable service programs.

FY 2011/12 recommendations encompass a wide range of programs and services including: 1) public safety services; 2) emergency and transitional shelter for homeless families; 3) youth services; 4) emergency food distribution; and 5) youth career development programs. The projects listed in Attachment E reflect the community priorities adopted by the City Council on December 14, 2010 and programs the City Council approved for funding at the March 22, 2011 Public Hearing.

3) PUBLIC FACILITIES & IMPROVEMENTS

The City is proposing to provide funding toward the construction of a much needed sidewalk and street widening project in Central Sunnymead. The project will improve Dracaea Street from Perris Boulevard to Patricia Street. The intent is to improve pedestrian access ways to area schools such as Butterfield Elementary and March Mountain High School, as well as provide safer access to bus stops, and local businesses along Perris Boulevard.

4) REHABILITATION

CDBG regulations allow for specific housing rehabilitation activities. The dollars received under the CDBG allocation have enabled staff to recommend continued funding of the Habitat for Humanity 'Helping Hands' Mobile Home Rehabilitation Program. This program provides for the supplies and materials that volunteers shall use to help eligible low income households make exterior improvements to their mobile homes. The program was designed to provide assistance mainly to elderly or disabled persons whom are unable to maintain the exterior of their property and are facing penalties that could lead to eviction. Staff feels this program will assist to

[1] Only one new agency had been recommended for FY 2011/12 at the March 22, 2011 Public Hearing.

supplement the City's existing Mobile Home Grant Program by relieving it of having to subsidize less critical exterior repairs (which are often general clean-up or cosmetic) and instead focus grant dollars on the more expensive code related improvements.

5) CODE ENFORCEMENT

City code enforcement is an important service partially funded by CDBG. The Code Compliance officers provide proactive code compliance within the CDBG-designated Target Areas. Staff is recommending maintaining general Code Enforcement and the 'Foreclosure Strike Team' at its current funding level to allow continued foreclosure enforcement efforts on bank-owned properties.

6) ECONOMIC DEVELOPMENT

a. Small Business Counseling Services

Funding is recommended for Small Business Counseling Services. The Inland Empire Small Business Development Center (SBDC) provides one-on-one counseling services, workshops\seminars, and more free of charge to Moreno Valley businesses.

b. Employment Resource Annex

Continued funding is recommended for the Employment Resource Center. The Employment Resource Center is an office located in the Towngate Center where unemployed or under-employed Moreno Valley residents are able to utilize computers and other standard office equipment to access the internet to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment free of charge. The Center also partners with major employers either in or locating to the City to conduct employment recruitments. Due to demand, an expansion completed this past fiscal year. An additional 20 computers, classroom space, and career coaching services, were added to enhance the existing facility and allow it to serve more residents.

c. Moreno Valley New Business Incentive Program

Continued funding is recommended for the New Business Incentive Program intended to incentivize the attraction of businesses to Moreno Valley. HUD allows Entitlement Cities to use CDBG funds to assist private, for-profit businesses through loans, grants or interest subsidies, so long as the activity provides a public benefit, which in this case would be the creation of full-time permanent jobs (of which 51% are held by or made available to low and moderate income level persons) and the boosting of sales tax revenues. Several major retailers have utilized this program.

2011/12 HOME PROGRAMS AND ESTIMATED BUDGET

The City anticipates receiving a HOME program allocation of $556,600 in FY 2011/12. This is a 16.5% decrease from the previous year (actual TBD). In addition, there are monies accumulated from past years "Multi-Family Housing Fund" that will be used toward a new affordable housing project called the 'Hemlock Family Apartments'. This project would provide for 77 new, affordable units to residents at 50%-60% of the area median income.

The HOME Program generally funds city-sponsored programs and projects. Program administration has a cap of 10% of the total HOME allocation. In addition, a minimum of 15% of the funds must be used by a Community Housing Development Organization (CHDO) to increase the supply of affordable housing for low-income families.

The anticipated HOME budget and funding allocation is shown in the following table.

HOME PROGRAM BUDGET

Funding Category	*Funding Allocation*
2011/12 HOME Allocation	$556,600
Funds available under the Multi-Family Housing project account	$1,000,000
TOTAL AVAILABLE HOME FUNDS	**$1,556,600**
Program Administration (maximum 10% of allocation)	$55,660
FY 11/12 CHDO (required 15% of allocation)	$83,490
Mobile Home Grant Program (MHGP)	$100,000
Home Improvement Loan Program (HILP)	$250,000
Hemlock Family Apartments	$1,000,000
TOTAL ALLOCATION OF HOME FUNDS	**$1,489,150**

2011/12 RECOMMENDED HOME PROJECTS AND PROGRAMS

1) HOME PROGRAM ADMINISTRATION

Program Administration costs are subject to a ten (10%) cap. Grant funding under this category provides for project management by Economic Development staff.

2) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-A-SIDE

HUD mandates that a minimum of fifteen (15%) of HOME funds be allocated toward affordable housing projects to be undertaken by qualified CHDOs. Over FY 11/12

$83,490 must be allocated to CHDO-directed projects for potential affordable housing development. Staff will bring recommendations for CHDO allocation to the City Council later in the year.

ALTERNATIVES

Alternative 1 – Staff recommends that the City Council conduct a public hearing to provide the public with an opportunity to comment on the proposed Annual Action Plan and adopt the Annual Action Plan for Fiscal Year 2011/12. **Staff recommends this alternative.**

Alternative 2 – Do not approve the Annual Action Plan for Fiscal Year 2011/12. **Staff does not recommend this alternative because it would result in a failure to meet the HUD deadline for submission of this document.**

FISCAL IMPACT

Available CDBG funds for FY 2011/12 is expected to be about $2,034,075. These funds will provide funding for a variety of improvements and services. The available HOME funds will be approximately $1,556,600. These funds will provide funding for affordable housing projects. Together, the CDBG and HOME programs will afford a variety of affordable housing and neighborhood preservation efforts in Moreno Valley. The following represent the budgets for the two funds – CDBG and HOME.

Fund	Business Unit No/Name	Amounts
	CDBG Account	$2,034,075
285	73952 CDBG Administration	
289	73852 CDBG Programs	
285	74052 Code and Neighborhood Enforcement	
176	77110 - HOME	$1,556,600

The proposed program funding selections have NO impact on the City's General Fund. CDBG funding must be used for eligible activities in Target Areas that contain at least 51% of residents earning low to moderate incomes. Eligible programs or projects must meet one of three HUD national objectives, in accordance with City Council adopted community priorities.

CITY COUNCIL GOALS

1. REVENUE DIVERSIFICATION & PRESERVATION

CDBG and HOME funds will enhance the City's ability to create a stable revenue base and fiscal policies that will support essential City improvements and services.

2. PUBLIC SAFETY

Many of the proposed CDBG and HOME projects and programs will directly or indirectly help to provide a secure environment for people and property in the community.

3. POSITIVE ENVIRONMENT

A positive environment for the development of Moreno Valley's future will be created through a variety of community-based CDBG and HOME programs and projects.

4. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS

CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, Public Infrastructure Improvements and Housing Rehabilitation will help to preserve, rehabilitate and improve existing neighborhoods.

SUMMARY

HUD requires that grantee Entitlement Cities such as Moreno Valley, prepare an Annual Action Plan for the Community Development Block Program. The Annual Action Plan details the activities and projects the City will undertake in Fiscal Year 2011/12 using CDBG and HOME grant funds. The Annual Action Plan must be submitted to HUD no later than May 13, 2011.

The City Council established CDBG funding priorities at the December 14, 2010 meeting. At the March 22, 2011 Public Hearing, Council reviewed funding recommendations made by staff and the 2011 CDBG Technical Review Committee for the 2011/12 CDBG and HOME Programs. Staff now recommends that the City Council conduct a public hearing and approve the proposed 2011/12 Annual Action Plan for submittal to HUD.

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on April 26, 2011.

ATTACHMENTS/EXHIBITS

ATTACHMENT A	2010 Income Limits
ATTACHMENT B	CDBG Target Area Map
ATTACHMENT C	Eligible/Ineligible Activities
ATTACHMENT D	Annual Action Plan for Fiscal Year 2011/12
ATTACHMENT E	CDBG Funding Allocations FY 2011/12

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Economic Development Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

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ATTACHMENT A

2010 INCOME LIMITS

Effective April 2, 2010 – Revised Annually

Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low Income	50%	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
60% Limits (HOME)	60%	$27,300	$31,200	$35,100	$39,000	$42,120	$45,240	$48,360	$51,480
Low Income	80%	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median Income	100%	$45,500	$52,000	$58,500	**$65,000**	$70,200	$75,400	$80,600	$85,800
Moderate Income	120%	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

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MV00105763

City of Moreno Valley CDBG Target Areas

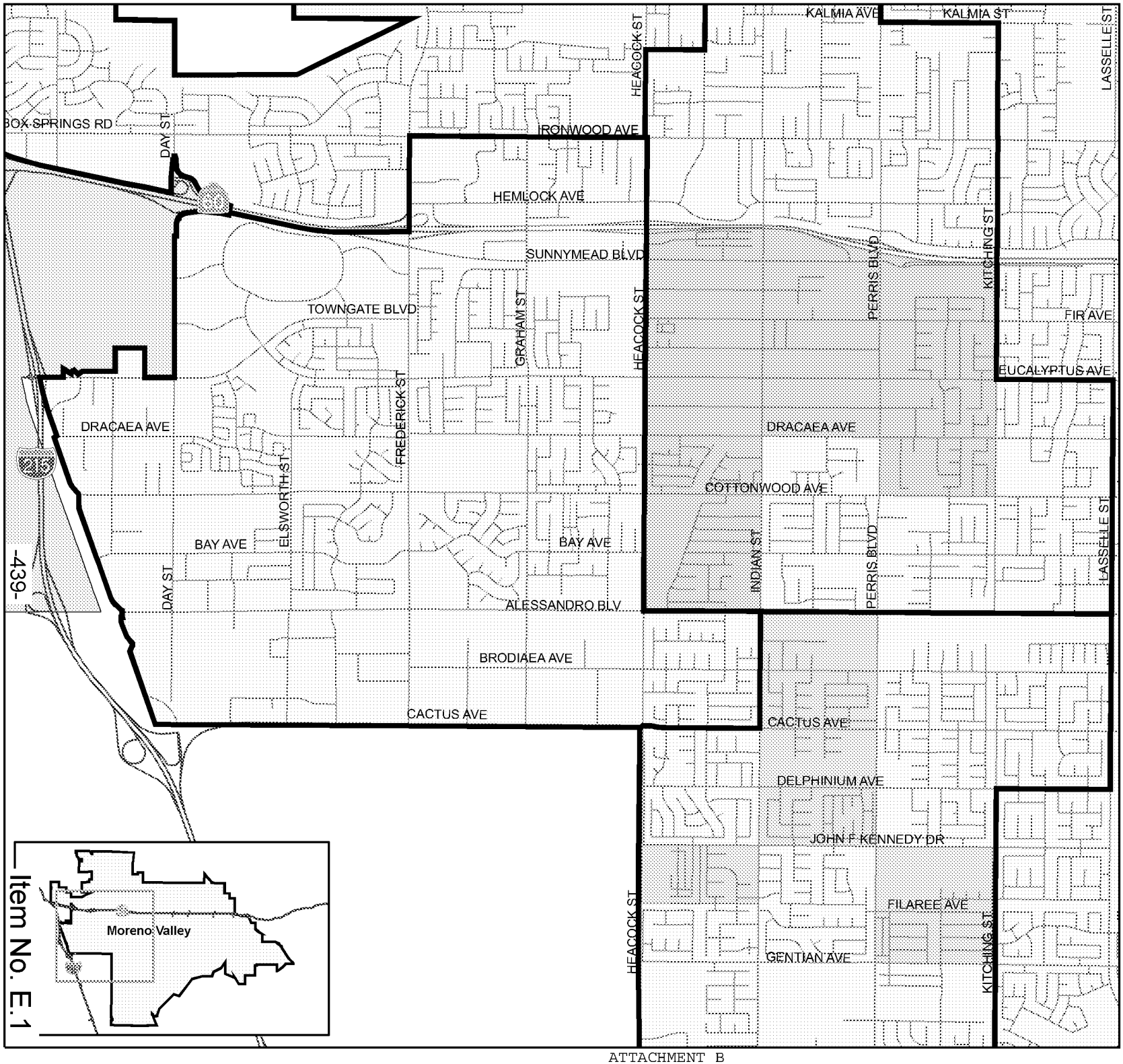

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Code\
CDBG_target_areas_1007.mxd
October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

MV00105764

ATTACHMENT B

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MV00105765

ATTACHMENT C

Eligible CDBG Activities

- Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:

  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.

- Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- Removal of architectural barriers which restrict the mobility of handicapped persons.
- Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- Code enforcement in designated target areas.
- Historic preservation activities.
- Eligible economic development activities.
- Eligible planning and environmental design costs.
- Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- Stadiums, sports arenas, auditoriums, museums and central libraries
  (Note: branch libraries may be built in CDBG Target Areas).
- Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- Schools
- Airports, subways, bus or other stations.
- Hospitals, nursing homes, and other medical facilities.
- Treatment works for liquid industrial wastes or sewage.
- Expenses of general government for operation and maintenance of public facilities.
- Political activities.

- Direct income payments to residents.

Eligible HOME Activities

- Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- Eligible administrative and planning costs.

Ineligible HOME Activities

- Project reserve accounts or operating subsidies.
- Tenant-based rental assistance for the special purposes of the Section 8 program.
- To provide non-federal matching contributions.
- To provide assistance to annual contributions for the operation of public housing.
- Modernization of public housing.
- Prepayment of low-income housing mortgages.
- Assistance to a project previously assisted with HOME funds during the period of affordability.

MORENO VALLEY

WHERE DREAMS SOAR

Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME)

Annual Action Plan 2011-2012

July 1, 2011 through June 30, 2012

14177 Frederick Street, P.O. Box 88005, Moreno Valley, CA 92552-0805

CITY OF MORENO VALLEY

Richard A. Stewart
Mayor (District 2)

2011 City Council members

Jesse Molina
District 1 Councilmember

Robin Hastings
District 3 (Mayor Pro-tem)

Marcello Co
District 4 Councilmember

William H. Batey II
District 5 Councilmember

Henry Garcia
City Manager

Barry Foster
Economic Development Department Director

Michele Patterson
Redevelopment and Neighborhood Programs Administrator

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DUNS # 177134186

SECTION 1 – INTRODUCTION

The Economic Development Department is the lead agency in developing the Consolidated and Annual Action Plans for the City of Moreno Valley. The Annual Action Plan addresses the City's plan for use of Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Funds during the 2011/12 Fiscal Year from July 1, 2011 through June 30, 2012. The Annual Action Plan is based upon the approved 2008-2013 Consolidated Plan prepared for both programs. The Annual Action Plan facilitates the strategy outlined in the Consolidated Plan by addressing community needs through various mechanisms.

The Action Plan provides a basis for assessing performance. It outlines programs for the upcoming program year as well as the proposed accomplishments over the five-year period of the Consolidated Plan. At the end of the program year a Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the annual programmatic accomplishments.

The overall goals of the CDBG and HOME Programs, as included in the Consolidated Plan, are to develop viable urban communities by providing (1) decent housing, (2) a suitable living environment and (3) expanded economic opportunities principally for low and moderate-income persons.

(1). *Decent housing* includes assisting homeless persons, retention of the affordable housing stock, increasing the availability of permanent housing in standard condition and affordable cost to low-income and moderate-income persons.

(2). A *suitable living environment* includes improving the safety and livability of neighborhoods, increasing access to quality public and private facilities and services, and the revitalization of deteriorating or deteriorated neighborhoods.

(3). *Expanded economic opportunities* includes job creation and retention, as well as establishment, stabilization and expansion of small businesses.

The primary means towards this end is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

MORENO VALLEY
WHERE DREAMS SOAR

SECTION 1 – INTRODUCTION
EXECUTIVE SUMMARY

CONSOLIDATED PLAN

Moreno Valley's Consolidated Plan is a comprehensive five-year strategy that addresses the use of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Grant funds to meet decent housing, suitable living environment, and expanded economic opportunity goals for low- and moderate-income city residents.

ANNUAL ACTION PLAN

The Annual Action Plan identifies specific projects, programs, and resources that will be implemented during the program year with CDBG and HOME Grant funds, consistent with the Consolidated Plan. In fiscal year 2011/12, the City of Moreno Valley will be receiving approximately $1,621,245 in new CDBG funds, and approximately $556,600 in HOME funds. These funds will be used to support housing and community development activities.

Activities meeting Consolidated Plan goals fit into one or more of the following strategies:

- Homeless Strategy
- Special Needs Strategy
- Housing/Fair Housing Strategy
- Community and Economic Development Strategy

For each strategy identified in the Consolidated Plan, a list of activities, resources available, and goals are provided for the upcoming program year.

The Action Plan also addresses other actions such as the anti-poverty strategy, institutional structure to carry out the activities, coordination with other agencies, public housing, a monitoring plan and plans for meeting underserved needs.

Additionally, as part of the grant requirements, a form application SF 424 is included as well as a Citizen Participation Plan, public comments received and required certifications by the City.

GEOGRAPHIC DISTRIBUTION & CDBG TARGET AREAS

Moreno Valley's CDBG Target Areas encompass some of the oldest areas in the city. The City's CDBG Target Areas generally include neighborhoods identified locally as Edgemont, Central Sunnymead, Eastgate, and Warner Ranch. Significant portions of the target areas lack adequate infrastructure such as curbs, gutters, street improvements, sidewalks, water and sewer lines, storm drains, and street lighting. The majority of proposed projects are distributed within the CDBG target areas, because these areas have the greatest concentrations of low-and moderate-income individuals. Other projects such as the Redevelopment (RDA) Agency's housing programs target low- and moderate-income individuals citywide.

SECTION 1 – INTRODUCTION
AVAILABLE RESOURCES

The City of Moreno Valley will utilize a variety of Federal, State, and local funding sources to achieve the community and housing priorities identified. Specific funding resources will be utilized based upon availability, opportunities, and constraints of each particular project or program.

The City is committed to utilizing each funding source to its highest and best use. Therefore, the City will leverage the resources identified in this section to facilitate various programs and projects. Specific resources available to address the needs identified in the plan are included under the Annual Action Plan Section.

The following includes a description of both the resources the City currently uses and those for which funding may be pursued.

Federal Resources

Community Development Block Grant Program (CDBG)

Moreno Valley receives an annual CDBG allocation to meet the following three broad national objectives:

- Benefit to low and moderate income households;
- Removal of slum or blight; or
- Meet urgent community needs.

Approximately 90% of the funding has been used to benefit persons of low and moderate income. Programs and projects funded generally include public services, code compliance activities, and economic development activities. The City's grant allocation available for fiscal year 2011/12 is estimated at $1,621,245. Table 1-A details the available CDBG funds. Table 1-B details the allocations for FY 2011/12.

TABLE 1-A
FY 2011/12 CDBG AVAILABLE FUNDING

Funding Category	Funding Allocation
2011/12 ESTIMATED CDBG Allocation	$1,621,245
Unallocated Project Savings from Previous Years	$412,830
TOTAL AVAILABLE CDBG FUNDS	$2,034,075
Program Administration (20% maximum of annual grant)	$324,249
Public Social Services (15% maximum of annual grant)	$243,186
Public Facilities & Improvements	$650,000
Rehabilitation Activities	$10,000
Code Enforcement	$366,407
Economic Development	$440,987
TOTAL PLANNED CDBG BUDGET	$2,034,071

TABLE 1-B
CDBG FUNDING ALLOCATIONS FY 2011/12

ADMINISTRATION (20% CAP - $324,249)	
CDBG Program Administration	$324,198
Fair Housing Services	$30,000
SOCIAL SERVICES (15% CAP - $243,186)	
Community Foreclosure Prevention Workshops	$28,500
Community Assistance Food Program (CAP)	$29,070
Friends of the Moreno Valley Senior Center (MoVan)	$28,500
Fair Housing Council of Riverside County – Foreclosure Prevention / Mitigation	$20,708
Fair Housing Council of Riverside County – Landlord Tenant Mediation Program	$14,250
Lutheran Social Services Transitional Center (MARB)	$14,250
Path of Life Ministries King Hall Family Shelter (MARB)	$14,250
PW Enhancement Center – Emergency & Homeless Services	$14,250
Neighborhood Clean-up Program	$14,250
Assistance League of Riverside - Operation School Bell	$9,500
CASA for Riverside County	$9,500
God's Helping Hand Ministries Food Program	$8,550
Operation Safehouse Shelter for Youth	$7,600
Alternatives to Domestic Violence - Prevention and Outreach Program	$7,125
Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$7,125
Salvation Army Food Program	$5,000
Volunteer Center '211' Program	$5,000
PUBLIC FACILITIES & IMPROVEMENTS	
Street Improvement Project, Dracaea from Perris Blvd to Patricia	$650,000
REHABILITATION	
Habitat for Humanity Mobile Home Grant Program	$10,000
CODE ENFORCEMENT	
Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390
Code Enforcement - Foreclosure 'Strike Team'	$103,017
ECONOMIC DEVELOPMENT	
MV New Business Incentive Program	$220,987
Community Employment Resource Center	$120,000
Small Business Development Center	$50,000
Family Service Association Meal Program Facilities	$25,000
Youth Opportunity Center	$25,000
TOTAL CDBG FUNDING ALLOCATIONS	**$2,034,071**

HOME Investment Partnership Program (HOME)

HOME Investment Partnership funding is provided to the City to:

- assist with affordable rental housing
- promote home ownership through acquisition
- construction,
- reconstruction,
- and/or rehabilitation of affordable housing.

Moreno Valley became an Entitlement City for HOME funds during FY 1995/96.

The City of Moreno Valley's HOME allocation for FY 2011/12 is estimated at $556,600. Table 1-C details the estimated HOME funds for FY 2011/12. Table 1-D details the anticipated funding allocations for program year 2011/12. The funding allocations are for new and continuing projects and programs that will be implemented in FY 2011/12.

TABLE 1-C

FY 2011/12 HOME ESTIMATED FUNDING	
2011/12 HOME Allocation	$556,600
Funds accumulated under Multi-Family Housing Fund	$1,000,000
Total Available HOME Funds	**$1,556,600**

TABLE 1-D

HOME FUNDING ALLOCATIONS FY 2011/12	
Program Administration (maximum 10% of allocation)	$55,660
FY 09/10 CHDO (required 15% of allocation)	$83,490
Mobile Home Grant Program (MHGP)	$100,000
Home Improvement Loan Program (HILP)	$250,000
Hemlock Family Apartments	$1,000,000
TOTAL ALLOCATION OF HOME FUNDS	**$1,489,150**

A. <u>Local Resources</u>

- ***Community Redevelopment Agency of the City of Moreno Valley***

As required by California Redevelopment Law, the Redevelopment Agency expends 20% of its tax increment revenue funding affordable housing projects. RDA (Housing Set-Aside) revenue projections for FY 2011/12 indicate an estimated 20% set-aside funding of $3.6 million.

- ***Homelessness Prevention and Rapid Re-housing Program (HPRP)***

In 2009 the City was provided with a one-time HPRP grant allocation of $732,872 under the American Recovery Re-investment Act of 2009. The purpose of the HPRP grant is

to provide homelessness prevention assistance to households who would otherwise become homeless in the current economic crisis and to rapidly re-house individuals and families who are currently homeless as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42U.S.C. 11302). Moreno Valley has established 6 activities that assist families facing homelessness, including: case management, rent/arrears assistance, security deposit assistance, utility/arrears assistance, legal assistance, and administration.

- ***Community Development Block Grant – Recovery (CDBG-R)***

The City was also provided with a one-time CDBG-R grant valued at $472,872 under the American Recovery Re-investment Act of 2009. Moreno Valley's CDBG-R program establishes 4 projects (plus administration) aimed at stimulating the economy by creating jobs, modernizing infrastructure, and promoting energy efficiency.

- ***Neighborhood Stabilization Program (NSP)***

Under the Housing and Economic Recovery Act (HERA), the City of Moreno Valley received a CDBG allocation of $11,390,116, to formulate the Neighborhood Stabilization Program (NSP) which is designed to stabilize neighborhoods most impacted by foreclosures. The City's NSP Program is comprised of four activities: 1) single family residential acquisition, rehabilitation, and resale (SFR-ARR), 2) multi-family residential acquisition, rehabilitation, and resale (MFR-ARR), 3) Homebuyers Assistance Program (HAP), and 4) Administration. In partnership with selected Development Partners, the City acquires and rehabilitates single family residences for the purpose of resale to homebuyers earning up to 120% of the Area Median Income (AMI), and multi-family residences for the purpose of rental to households earning up to 50% AMI. Of the total $11,390,116 allocation received, the funds have been budgeted accordingly:

ACTIVITY	BUDGET
SFR-ARR	$5,203,576.00
MFR-ARR	$4,047,529.00
HAP	$1,000,000.00
ADMINISTRATION	$1,139,011.00

In FY 10/11, the City acquired approximately seventeen single family properties and obligated its entire NSP budget. Over FY11/12, the City will continue efforts to expending the 'obligated' budget as well as program income generated from the sale of the single family properties.

- ***Riverside County Housing Authority***

The County of Riverside serves as the local housing authority for the region. The County operates the Section 8 housing and various public housing facilities throughout the County including those located in Moreno Valley. Sources of funds available to city residents through the Housing Authority are primarily limited to Section 8, Capital Fund Program (formerly the Comprehensive Grant Program), and the Public Housing programs.

B. Private Resources

For-Profit Organizations

- ***Community Reinvestment Act (CRA)***

The city encourages increased cooperation between lending institutions and the communities they serve to meet CRA requirements for the development of affordable housing.

Non-Profit Organizations

Currently, a number of non-profit organizations facilitate a variety of social services and housing activities in Moreno Valley. The City encourages and supports non-profit organizations that apply for funding from various sources.

C. Leveraging and Matching Funds – HOME

The primary source of fund leveraging will occur in conjunction with activities carried out through Redevelopment Agency 20% Set-Aside funds. Specific matching fund activities include housing rehabilitation and development programs for single family, multi-family, and mobile home units. The following table summarizes FY 2011/12 HOME activities and match sources:

TABLE 1-E
HOME MATCH

HOME BUDGET FISCAL YEAR 2011/12	Continuing from Prior Years	2011/12 Allocation	Total Request	RDA Match 25%+
Administration (10% Cap)		$55,660	$55,660	$0
Community Housing Development Organization (15% Min.)		$83,490	$83,490	$0
Home Improvement Loan Program		$250,000		$0
Multi-Family Affordable Housing Project - Hemlock Family Apartments	$1,000,000	0	$1,000,000	
Mobile Home Grant Program		$100,000		$0
GRAND TOTAL	**$1,000,000**	**$489,150**	**$1,139,150**	

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN

The city will pursue housing, community development, and economic development activities to meet the needs of very-low, low, and moderate-income persons in Moreno Valley. To accomplish this, the city plans to expend CDBG, HOME, and other funds as available, such as Homelessness Prevention and Rapid Rehousing Program (HPRP), Neighborhood Stabilization Program (NSP), and Community Development Block Program – Recovery (CDBG-R) to meet community needs. The Consolidated Plan has several strategies for meeting community needs. The following objectives were identified in the Strategic Plan portion of the Consolidated Plan.

HOMELESS STRATEGY – TABLE 2-A, page 10
Objective 1. Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.

SPECIAL NEEDS STRATEGY – TABLE 2-B, page 14
Objective 1. Provide supportive housing and public services to meet the needs of special needs persons.

HOUSING STRATEGY – TABLE 2-C, page 15
Objective 1. - Rehabilitation of existing and construction of new single-family homes, multi-family housing, and mobile homes to create or maintain decent, affordable housing for low and moderate-income residents.
Objective 2. - Create home ownership opportunities for low and moderate-income residents.
Objective 3. - Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.
Objective 4. - Provide fair housing and landlord/tenant services to educate and assist residents on their rights and responsibilities.

COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY – TABLE 2-D, page 25
Objective 1. - Promote expanded employment opportunities in order to create or retain low and moderate-income jobs.
Objective 2. - Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.
Objective 3. - Support social service programs available to serve low and moderate-income residents.
Objective 4. - Provide employment training and placement programs available to serve low and moderate-income residents

The following tables detail the activities the City will undertake to address these objectives in FY 2011/12. The tables identify available funding, the geographic areas covered by the activity, and the target populations.

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN (Continued)
HOMELESS STRATEGY

The Five Year Goals and Proposed Accomplishments under the homeless strategy are to assist 2500 homeless persons and persons threatened with homelessness with housing and public service activities. The following programs for FY 2011/12 will be implemented to meet this goal.

TABLE 2-A

HOMELESS STRATEGY	
OBJECTIVE 1: Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.	
PROGRAM:	**PATH OF LIFE MINISTRIES – KING HALL FAMILY SHELTER**
PROGRAM DESCRIPTION:	Program provides long term (up to 2 years) shelter to homeless families and individuals with children. Residents may live at the shelter for a maximum of two years. While living at the shelter families are provided comprehensive counseling and support services that will assist them in becoming self sufficient. The shelter is located on March Air Reserve Base.
RESOURCES	CDBG Funds 2011/12 $14,250
TARGET POPULATION	Homeless families and homeless individuals with children
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**LUTHERAN SOCIAL SERVICES TRANSITIONAL SHELTER PROGRAM**
PROGRAM DESCRIPTION:	A long term (up to 2 years) shelter program that provides assistance to homeless women and children through a comprehensive transitional living program. Counseling, education assessments and other services are provided to assist participants in gaining self sufficiency. Through the City's HPRP Program, Lutheran Social Services also provides assistance with utility payments arrears and security deposits to families at risk of homelessness.
RESOURCES:	CDBG Funds 2011/12 $14,250 HPRP Funds 2009/10 $65,938
TARGET POPULATION:	Homeless Women and Children
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**P. W. ENHANCEMENT CENTER (PWEC)**
PROGRAM DESCRIPTION:	Emergency motel vouchers, shelter placement, security deposit and rental assistance for homeless persons and persons threatened with homelessness. Also provides emergency and supportive services to needy households including food distribution, money management, job preparedness, child development and counseling.
RESOURCES:	CDBG Funds 2011/12 $14,250 HPRP Funds 2009/10 $64,063
TARGET POPULATION:	Homeless; Low and Moderate-Income Households
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**OPERATION SAFEHOUSE**
PROGRAM DESCRIPTION:	Operation Safehouse provides emergency shelter, counseling and comprehensive support services for homeless/run-away youth aged 12 – 17, with a goal of family reunification.
RESOURCES:	CDBG Funds 2011/12 $7,600
TARGET POPULATION:	Abused, Neglected, and Homeless Youth
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**COMMUNITY ASSISTANCE PROGRAM (CAP)**
PROGRAM DESCRIPTION:	CAP provides emergency and supplemental food, utility payment assistance, and social services referrals to Moreno Valley families in need.
RESOURCES:	CDBG Funds 2011/12 $29,070
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**GOD'S HELPING HAND FOOD AND EMERGENCY SERVICES PROGRAM**
PROGRAM DESCRIPTION:	Emergency and supplemental food, clothing, utility assistance, and social services referrals to Moreno Valley persons and families in need.
RESOURCES:	CDBG Funds 2011/12 $8,550
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**ASSISTANCE LEAGUE OF RIVERSIDE OPERATION SCHOOL BELL**
PROGRAM DESCRIPTION:	Program provides new essential clothing and school supplies, a backpack, hygiene kit to low income children identified by teachers or school officials as homeless or needy.
RESOURCES:	CDBG Funds 2011/12 $9,500
TARGET POPULATION:	Elementary school aged children from low income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**FORECLOSURE PREVENTION WORKSHOPS**
PROGRAM DESCRIPTION:	Program will fund workshops aimed at providing much needed foreclosure prevention education services to struggling homeowners in the community. The seven workshops held over 09/10 attracted approximately 600 struggling homeowners.
RESOURCES:	CDBG Funds 2011/12 $28,500
TARGET POPULATION:	Low-income homeowners
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**INLAND LEGAL SERVICES**
PROGRAM DESCRIPTION:	Free legal advice\services related to housing issues. Offers tenant legal services for evictions and other related legal needs. Funding also allows for expanded service hours.
RESOURCES:	HPRP Funds 2009/10 $40,000
TARGET POPULATION:	Low-income homeowners
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**CATHOLIC CHARITIES**
PROGRAM DESCRIPTION:	Catholic Charities provides assistance with rental subsidy and rental arrears payments through the City's HPRP program.
RESOURCES:	HPRP Funds 2009/10 $161,667
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

HOMELESS STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**FAMILY SERVICES ASSOCIATION (FSA)**
PROGRAM DESCRIPTION:	FSA provides case management and assistance with rent subsidies and/or rental arrears payments. Program is funded through the City HPRP program.
RESOURCES:	HPRP Funds $161,667
TARGET POPULATION:	Low and moderate income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**SALVATION ARMY FOOD PROGRAM**
PROGRAM DESCRIPTION:	The Food Pantry offers needy residents emergency food. Funding shall allow for the hire of a part-time driver to pick up food from collaborative partners such as Wal-mart, 2nd Harvest, March ARB, and United Natural Foods. The program expects to assist over 22,000 persons in the coming year.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Low and moderate income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**VOLUNTEER CENTER**
PROGRAM DESCRIPTION:	Provides assistance with rental subsidy and rental arrears payments through the City's HPRP Program.
RESOURCES:	HPRP Funds $161,667
TARGET POPULATION:	Low and moderate income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**FAIR HOUSING SERVICES – FORECLOSURE PREVENTION AND MITIGATION PROGRAM**
PROGRAM DESCRIPTION:	Program provides homeowners that are at risk of or currently loosing their homes to foreclosure with assistance negotiating with lenders and one-on-one counseling. It also offers financial assessments, budget management, mortgage education, training to potential homebuyers, and referral services.
RESOURCES:	CDBG Funds 2011/12 $20,708
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

ASSISTANCE AVAILABLE TO PERSONS THREATENED WITH HOMELESSNESS

In order to prevent low-income families from becoming homeless, local non-profit organizations (i.e. Catholic Charities, Gods Helping Hand, P.W. Enhancement Center), provide one-time emergency rental/mortgage assistance. The goal is to prevent homelessness for persons who missed a rent/mortgage payment due to extenuating circumstances. Some low-income families live "paycheck to paycheck" which makes it difficult for them to pay for the basic necessities when an emergency expense arises. The emergency rental/mortgage assistance program greatly benefits families on the threshold of becoming homeless.

For those families at risk of homelessness due to foreclosure, the city will continue conducting a series of foreclosure prevention workshops and fund the Riverside County Fair Housing Foreclosure Prevention and Mitigation Program to assist with mitigation of the foreclosure and provide valuable referrals. The City will also continue to offer programs under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) grant provided in 2008/09 under the American Recovery Act. This emergency legislation was established specifically to address the issue of potential homelessness due to the economic crisis. Funds were dedicated to providing various forms of assistance to qualifying families including: monthly rental assistance, rental arrears, security deposit assistance, utility payments and arrears, motel vouchers, legal assistance, and individual case management.

There are several programs administered by Riverside County that aid in the prevention of homelessness. For example, the Emergency Food and Shelter Program meets the needs of the hungry and homeless by providing funds to provide the following housing assistance (as determined by the Local Board in funded jurisdictions): lodging in a mass shelter or hotel; one month's rent or mortgage payment; one month's utility bill; and minimal repairs to allow a sheltering facility to function during the program year.

CONTINUUM OF CARE

The City will continue to actively participate in Riverside County's Continuum of Care Consortium. The Continuum of Care Consortium consists of local government agencies and local non-profits that work together to address homeless issues in the region. Continuum of Care grant funding is provided to local public and non-profit agencies to provide homeless services, emergency and transitional shelter. Periodic meetings provide an opportunity for networking and working towards the common goal.

The County of Riverside is the lead agency charged with developing the Continuum of Care's 10 Year Strategy to End Homelessness. A working group of local government agency staff and other community stakeholders has been formed to develop this 10 year plan. The City of Moreno Valley has assigned a staff person to participate in this working group (which meets monthly) to assist in the accomplishment of the goal of ending homelessness in ten (10) years.

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN
SPECIAL NEEDS STRATEGY

The Five Year Goals and Proposed Accomplishments under the special needs strategy are to assist 15,000 special needs persons, including the elderly and disabled, with housing and public services. In FY 2011/12, the following programs will be implemented to meet this goal.

TABLE 2-B

SPECIAL NEEDS STRATEGY	
OBJECTIVE 1: Provide supportive housing and public services to meet the needs of special needs persons.	
PROGRAM:	**SENIOR VAN TRANSPORTATION SERVICES (MoVan)**
PROGRAM DESCRIPTION:	The MoVan is used to transport the elderly and adult handicapped to medical appointments and other needed destinations for a small donation or at no cost. The MoVan is a specially equipped 17-passenger bus with two wheel chair tie-downs is available 7 hours a day/ 5 days a week.
RESOURCES:	CDBG Funds 2011/12 $28,500
TARGET POPULATION:	Special Needs Persons – Elderly and Disabled
GEOGRAPHIC AREAS:	Citywide
PROGRAM:	**ARC OF RIVERSIDE COUNTY**
PROGRAM DESCRIPTION:	The ARC of Riverside County serves adults with developmental disabilities at one of the only centers of its kind located in the City. Activities are aimed at increasing interaction, self esteem, and independence. ARC proposes to use grant dollars to continue to provide specialized medical services by an on-site LVN, and to help continue other existing services.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Special Needs Persons – Disabled
GEOGRAPHIC AREAS:	Citywide

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN
HOUSING STRATEGY

The Five Year Goals and Proposed Accomplishments under the housing strategy are to:

1. To rehabilitate or construct a minimum of 400 housing units.
2. To provide home ownership to 5 households.
3. To provide increased, proactive Code Compliance, Neighborhood Cleanups and public safety activities to assist 3000 households in the CDBG Target Areas.
4. To assist 2,500 persons with fair housing and landlord/tenant services.

In FY 2011/12, the following programs will be implemented to meet the goals of each Objective:

TABLE 2-C

HOUSING STRATEGY	
OBJECTIVE 1: Rehabilitation of existing housing and/or construction of new single-family homes, multi-family housing and mobile homes to create or maintain decent, affordable housing for low and moderate income residents.	
PROGRAM:	**MOBILE HOME GRANT PROGRAM**
PROGRAM DESCRIPTION:	Program offers rehabilitation grants of up to $10,000 to low-income owner occupants of mobile home coaches located in rental parks within the City to repair and eliminate substandard conditions.
RESOURCES:	HOME Funds $100,000
TARGET POPULATION:	Low Income Mobile Home Owners
GEOGRAPHIC AREAS:	Citywide

HOUSING STRATEGY

OBJECTIVE 1: (Continued)

PROGRAM:	**HOME IMPROVEMENT LOAN PROGRAM (HILP)**
PROGRAM DESCRIPTION:	3% deferred loans for income qualified homeowners to rehabilitate single-family homes. The purpose is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.
RESOURCES:	HOME Funds 2011/12 $250,000
TARGET POPULATION:	Low and Moderate Income Home Owners
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**MULTI-FAMILY AFFORDABLE HOUSING PROJECT – HEMLOCK FAMILY APARTMENTS**
PROGRAM DESCRIPTION:	This project provides for new construction of 77 affordable multi-family housing units in Moreno Valley. It shall assist residents at 50%-60% of the area median income and help to improve the amount of decent housing in the community.
RESOURCES:	HOME Funds 2011/12 $1,000,000
TARGET POPULATION:	Low- income renters
GEOGRAPHIC AREAS:	CDBG Target Area

HOUSING STRATEGY
(OBJECTIVE 1 CONTINUED)

PROGRAM:	**SINGLE FAMILY ACQUISITION, REHABILITATION, AND RESALE PROGRAM (SFR-ARR)**
PROGRAM DESCRIPTION:	Funded by the Neighborhood Stabilization Program grant, the SFR-ARR program purchases, repairs, then re-sells foreclosed and abandoned properties to qualifying families earning up to 120% of the area median income.
RESOURCES:	NSP Funds $5,203,575
TARGET POPULATION:	Low and Moderate Income families
GEOGRAPHIC AREAS:	NSP Target Census Tracts

PROGRAM:	**MULTI-FAMILY ACQUISITION REHABILITATION AND RESALE (MFR-ARR)**
PROGRAM DESCRIPTION:	Funded by the Neighborhood Stabilization Program grant, the MFR-ARR program purchases, repairs, foreclosed and abandoned multi-family apartments and makes them available to renters earning up to 50% of the area median income.
RESOURCES:	NSP Funds $4,047,529
TARGET POPULATION:	Low and Moderate Income renters
GEOGRAPHIC AREAS:	NSP Target Census Tracts

HOUSING STRATEGY	
(OBJECTIVE 1 CONTINUED)	
PROGRAM:	**CHDO – COMMUNITY HOUSING DEVELOPMENT ORG, Unprogrammed**
PROGRAM DESCRIPTION:	15% CHDO Set aside money for the future rehabilitation or construction of affordable housing for very low income residents. Specific project to be selected at a later date.
RESOURCES:	HOME CHDO Funds 2011/12 $83,490
TARGET POPULATION:	Very Low- income households
GEOGRAPHIC AREAS:	CDBG Target Area
PROGRAM:	**HABITAT FOR HUMANITY – MOBILE HOME REHABILITATION PROGRAM**
PROGRAM DESCRIPTION:	Program provides for the supplies and materials that volunteers shall use to help eligible low income households make exterior improvements to their mobile homes. The program was designed to provide assistance mainly to elderly or disabled persons whom are unable to maintain the exterior of their property and are facing penalties that could lead to eviction. Program will supplement the City's existing Mobile Home Grant Program by relieving it of having to subsidize less critical exterior repairs (which are often general clean-up or cosmetic) and focus more grant dollars on the code related improvements.
RESOURCES:	CDBG Funds 2011/12 $10,000
TARGET POPULATION:	Low Income Mobile Home Owners
GEOGRAPHIC AREAS:	CDBG Target Areas

HOUSING STRATEGY

OBJECTIVE 2: Create home ownership opportunities for low and moderate-income residents

PROGRAM:	**HOMEBUYER ASSISTANCE PROGRAM (HAP)**
PROGRAM DESCRIPTION:	Provides down payment assistance of up to 20% of the purchase price, for first time homebuyers purchasing resale homes up to the maximum FHA 203b limit. Loans are deferred for 30 years with no interest.
RESOURCES:	Neighborhood Stabilization Funds 2011/12 $1 million Redevelopment Funds 2011/12 $500,000
TARGET POPULATION:	Low and moderate income households
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**OAKWOOD AFFORDABLE HOUSING PROJECT**
PROGRAM DESCRIPTION:	Development of 240 apartment units for low income renters. The project is currently under construction.
RESOURCES:	Redevelopment Housing Set-aside Funds $ 3 million
TARGET POPULATION:	Low-income renters
GEOGRAPHIC AREAS:	RDA Project Area

PROGRAM:	**RANCHO DORADO AFFORDABLE HOUSING DEVELOPMENT**
PROGRAM DESCRIPTION:	Development of apartment units for low income renters. Phase 1 of the project is currently under construction. Phase 2 is competing for State Tax Credit funding. The project will provide 148 affordable units once constructed.
RESOURCES:	Redevelopment Housing Set-aside Funds Phase 1 $4,750,000 Phase 2 $4,750,000
TARGET POPULATION:	Low-income renters
GEOGRAPHIC AREAS:	RDA Project Area

HOUSING STRATEGY

OBJECTIVE 3: Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.

PROGRAM:	**NEIGHBORHOOD CODE COMPLIANCE**
PROGRAM DESCRIPTION:	City Code Compliance Officers provide enhanced, proactive inspection and enforcement services within the CDBG Target Areas to eliminate substandard housing and poor property maintenance conditions. Many low-income tenants are unable to pay for improvements that are the responsibility of the property owner. Increased code enforcement seeks compliance from property owners and assists in eliminating the substandard conditions.
RESOURCES:	CDBG Funds 2011/12 $263,390
TARGET POPULATION:	CDBG Target Areas
GEOGRAPHIC AREAS:	CDBG Target Areas

HOUSING STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**CODE ENFORCEMENT - CITY FORECLOSURE STRIKE TEAM**
PROGRAM DESCRIPTION:	This team will address code enforcement activities specific to foreclosures and abandoned homes in the CDBG target area. The objective is to identify these properties within the Target area then pursue property inspections and maintenance activities. The Strike Team is also responsible for working with trustees, lenders, real estate agents, and property managers to obtain code compliance for properties in default/foreclosure in CDBG target areas.
RESOURCES:	CDBG Funds 2011/12 $103,017
TARGET POPULATION:	CDBG Target Area Neighborhoods
GEOGRAPHIC AREAS:	CDBG Target Areas

PROGRAM:	**NEIGHBORHOOD CLEAN-UP PROGRAM**
PROGRAM DESCRIPTION:	This neighborhood program assists in the revitalization of older neighborhoods. Funds will be used to conduct large-scale neighborhood clean-ups (utilizing commercial sized dumpsters and skip loaders) providing haul away and other services to residents within the targeted neighborhoods. Each clean-up typically assists an average of 125 properties.
RESOURCES:	CDBG $14,250
TARGET POPULATION:	CDBG Target Area Neighborhoods
GEOGRAPHIC AREAS:	CDBG Target Areas

HOUSING STRATEGY	
OBJECTIVE 4: Provide fair housing and landlord/tenant services to educate and assist residents on their rights and responsibilities.	
PROGRAM:	**FAIR HOUSING SERVICES**
PROGRAM DESCRIPTION:	The Fair Housing Council of Riverside County provides a full range of fair housing services including education, discrimination investigation, landlord/tenant mediation, enforcement, and training and technical assistance. All services designed to affirmatively further fair housing.
RESOURCES:	CDBG Funds 2011/12 $30,000
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

CITY EFFORTS TO ADDRESS LEAD-BASED PAINT HAZARDS

The City provides four consumer loan products that are impacted by the requirements of lead based paint disclosure. Applicants for the City's Mobile Home Grant Program, the Homebuyers Assistance Program, Home Improvement Loan Program, and the Homeowners Assistance for Minor Rehabilitation Program are given a lead-based paint disclosure booklet and sign an acknowledgment that is included in the loan application. If the home was constructed prior to 1978, the City contracts with Home Safe for a lead-based paint inspection of the property. If the property is found to contain lead-based paint, mitigation measures are incorporated as a part of the revitalization work. Since the HAP loan is down payment assistance, the lead-based paint mitigations are the responsibility of the Seller prior to the title transfer. Both buyer and seller receive the disclosure materials as a part of the loan application process.

SECTION 2 – *AFFORDABLE AND FAIR HOUSING*

Zoning

While not specifically addressed as a barrier to affordable housing, the City will begin re-evaluation of some areas that have been re-zoned to non-residential uses. In most cases, the areas re-zoned are older areas of the City that may offer more affordable housing. The City will continue to review the policies in its Housing Element for consistency with the Consolidated Plan and identify areas in need of improvement.

Strategies to Promote Affordable Housing

The City of Moreno Valley will undertake the following strategies to promote and foster affordable housing:

- Actively support projects that apply for State and Federal funds, on a case-by-case basis.
- Continue to develop and maintain affordable housing through the use of CDBG funds, HOME funds, Redevelopment Agency Housing Set-aside funds, and Neighborhood Stabilization Program funds.
- Complete infrastructure plans for various areas of the City to reduce-up front design costs for construction of improvements.
- Continue to implement Permit streamlining to encourage the development of affordable housing in the City.
- Continue to allocate funding for Code Compliance services in the CDBG target areas to address code compliance issues and encourage housing and property maintenance.

ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING

The City updated its Analysis of Impediments to Fair Housing Choice Report in 2008. The following proposed actions were identified during the process. The recommended actions are directed to the City, lending institutions, and other service agencies that assist Moreno Valley residents. Listed below are the key actions that the City could take to continue its efforts to affirmatively further fair housing:

1. Private Sector Actions

Action 1.1 Hate crime victim services are needed because families may feel threatened and unwanted. The City will develop a directory of victim services.

Action 1.2 Numerous professional organizations guide the day-to-day practice of real estate agents and property management companies. These day-to-day practices impact the delivery of housing on a fair and equal basis. The City will continue to maintain an awareness of these organizations and how they affect housing in Moreno Valley.

Action 1.3 The City will encourage the Press-Enterprise to identify in its Fair Housing Notice the agencies that can respond to fair housing questions. Such agencies would include the Fair Housing Council of Riverside County (FHCRC).

Action 1.4 The City will encourage the Press-Enterprise to publish a "no pets" disclaimer that indicates rental housing owners must provide reasonable accommodations, including "service animals" and "companion animals" for disabled persons.

Action 1.5 The City will encourage the Fair Housing Council to prepare a summary of reasonable accommodation requirements and transmit this information to the owners and managers of Moreno Valley's large apartment communities. The information may also provide a link to the State Department of Fair Employment and Housing video on reasonable accommodations.

2. Public Sector Actions

Action 2.1 The City will continue to support fair housing services in order to ameliorate the impacts of housing discrimination and to inform residents on how to recognize and avoid predatory lending, panic selling, and steering.

Action 2.2 The City's Home Improvement and Homeowner's Assistance Programs will continue to assist loan applicants that may have previously been denied through private banks and institutions, with low interest and deferred loans. The deferred loans would not increase an applicant's debt-to-income ratio. In addition, the City can be somewhat more lenient than a private lender insofar as past credit history.

Action 2.3 Using HPRP funds, the City will fund expanded hours for the provision of income – eligible families facing unlawful eviction and homelessness.

Action 2.4 Over the past few years, homeowners in the City as in other Inland Empire communities, are late with their monthly loan payments and, thus, are receiving notices of default and facing foreclosure and possible bankruptcy. The fair housing services provided by the FHCRC have been augmented to help struggling homeowners.

Action 2.5 The City will continue to provide large scale Foreclosure Prevention Workshops in Moreno Valley. Two workshop will be held, each providing education, counseling, and other assistance to struggling homeowners.

Action 2.6 The City will assist the County of Riverside Housing Authority by transmitting information contained in the Fair Housing Community Profile (Technical Appendix A of the Analysis of impediments to Fair Housing Choice). That information will include the areas of minority and low-income concentrations and an inventory of rental housing communities located outside these areas. In this way, the Housing Authority will have specific geographic information to counsel Section 8 tenants and seek owners outside areas of concentration. This information will be transmitted to the Housing Authority during the first year of the five-year Fair Housing Action Plan.

ACTIONS TO BE TAKEN DURING PROGRAM YEARS 2008-2009 TO 2012-2013 OF THE CONSOLIDATED PLAN

Program Year 2011-2012

- Continue to contract the FHCRC to provide fair housing services to Moreno Valley's residents.
- Prepare a listing or directory of hate crime victim services.
- Provide the public fair housing information by preparing Q&A documents on topics such as service and companion animal guidelines and accessibility guidelines.
- Conduct annual coordination meetings with the FHCRC, Inland Valley Association of Realtors and the Apartment Association of the Greater Inland Empire to discuss emerging fair housing issues.
- Transmit to the County of Riverside Housing Authority information on areas of minority and low income populations. This information will help the Housing Authority to counsel Section 8 tenants and to conduct landlord outreach to the owners and managers of apartments located outside these areas.

SECTION 2 –ACTIVITIES TO BE UNDERTAKEN
COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY

The Five Year Goals and Proposed Accomplishments under the Community and Economic Development Strategy are to:

1. To assist 400 local small businesses with counseling services and loan programs.
2. To construct infrastructure improvements that will assist 250 parcels located within CDBG Target Areas.
3. To assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).
4. To assist 150 low and moderate income residents with employment training and placement opportunities.

The following tables outline the activities that the city will undertake during Program Year 2011/12 to meet the Consolidated Plan Goals and Objectives.

TABLE 2-D

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY	
OBJECTIVE 1: Promote expanded economic opportunities in order to create or retain low and moderate income jobs.	
PROGRAM:	**SMALL BUSINESS COUNSELING SERVICES**
PROGRAM DESCRIPTION:	Counseling services for local small businesses in business planning, finances, marketing, etc. The goal is to create and/or retain low-income jobs in the community.
RESOURCES:	CDBG Funds FY 2011/12 $50,000
TARGET POPULATION:	Low income small business owners and employees
GEOGRAPHIC AREAS:	Citywide
PROGRAM:	**EMPLOYMENT RESOURCE CENTER**
PROGRAM DESCRIPTION:	The Center will provide low and moderate income individuals computer/internet access to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment at no cost.
RESOURCES:	CDBG Funds 2011/12 $120,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**MORENO VALLEY NEW BUSINESS INCENTIVE PROGRAM**
PROGRAM DESCRIPTION:	The New Business Incentive Program is intended to attract major employers to locate in large, vacant retail space in the TownGate, Centerpointe Business Park, and the Moreno Valley Industrial areas of the community through loans, grants or interest subsidies. The program intent is to create full-time permanent jobs which, per a formal agreement with the employer, a certain number shall be held by or made available to low and moderate income persons.
RESOURCES:	CDBG Funds 2011/12 $220,987
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide
PROGRAM:	**FAMILY SERVICE ASSOCIATION - MEAL PROGRAM FACILITY**
PROGRAM DESCRIPTION:	The local Family Services Association plans to construct a kitchen facility in the City's CDBG Target Area where meals will be prepared for the participants of its daycare centers. CDBG funding would be used for help in acquiring a building for the site. In lieu of the CDBG assistance FSA must create a minimum of two full time permanent jobs which are held by or made available to low and moderate income level persons.
RESOURCES:	CDBG Funds 2011/12 $25,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 1 CONTINUED)

PROGRAM:	**LORD'S GYM**
PROGRAM DESCRIPTION:	The 'Lord's Gym' is a non-profit organization aimed at providing young people in the community with a safe outlet by focusing on sports. The facility offers a sports and fitness center with weight room, basketball courts, computer room, wellness clinic, and classrooms for life care and mentoring. A new facility shall open in Moreno Valley. The proposed CDBG funding will be used toward tenant improvements which are currently underway. In lieu of the CDBG assistance, the 'Lord's Gym' must create or retain a minimum of one full time permanent job held by or made available to low and moderate income level person.
RESOURCES:	CDBG Funds 2010/11 $20,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

OBJECTIVE 2: Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.

PROGRAM:	**DRACAEA STREET SIDEWALK IMPROVEMENTS**
PROGRAM DESCRIPTION:	The project will design and construct sidewalks, while widening Draecea Street, from Perris Boulevard to Patricia Street.
RESOURCES:	CDBG Funds 2011/12 $650,000
TARGET POPULATION:	CDBG Target Areas
GEOGRAPHIC AREAS:	Central Sunnymead

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

OBJECTIVE 3: Support public service programs available to serve low and moderate income residents.

PROGRAM:	**COMMUNITY ASSISTANCE PROGRAM (CAP)**
PROGRAM DESCRIPTION:	CAP provides emergency and supplemental food, utility payment assistance, and social services referrals to Moreno Valley families in need.
RESOURCES:	CDBG Funds 2011/12 $29,070
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**GOD'S HELPING HAND FOOD PROGRAM**
PROGRAM DESCRIPTION:	Emergency and supplemental food, clothing and social services referrals to Moreno Valley persons and families in need.
RESOURCES:	CDBG Funds 2011/12 $8,550
TARGET POPULATION:	Low and Moderate Income Households
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**CHILD ABUSE PREVENTION & EDUCATION PROGRAM**
PROGRAM DESCRIPTION:	The Riverside Area Rape Crisis Center provides a child abuse prevention program designed to educate children (K-12th grade) through the Moreno Valley schools. They also provide counseling and support services to abuse victims and their families.
RESOURCES:	CDBG Funds 2011/12 $7,125
TARGET POPULATION:	K-12 students
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**SALVATION ARMY FOOD PROGRAM**
PROGRAM DESCRIPTION:	The Food Pantry offers needy residents emergency food. Funding shall allow for the hire of a part-time driver to pick up food from collaborative partners such as Wal-mart, 2nd Harvest, March ARB, and United Natural Foods. The program expects to assist over 22,000 persons in the coming year.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Low and moderate income persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**ASSISTANCE LEAGUE OF RIVERSIDE OPERATION SCHOOL BELL**
PROGRAM DESCRIPTION:	Program provides a backpack, hygiene kit and back-to-school clothing through a "shopping" experience to children identified by teachers or school officials as being in need.
RESOURCES:	CDBG Funds 2011/12 $9,500
TARGET POPULATION:	Elementary school aged children from homeless and low income families
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**ALTERNATIVES TO DOMESTIC VIOLENCE**
PROGRAM DESCRIPTION:	Alternatives to Domestic Violence provides services to victims of domestic violence. These services include an Outreach Counseling Center which offers a 24-hour crisis line, counseling, support groups, court advocacy, and an emergency shelter for battered women and abused children.
RESOURCES:	CDBG Funds 2011/12 $7,125
TARGET POPULATION:	Victims of Domestic Violence
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY

(OBJECTIVE 3 CONTINUED)

PROGRAM:	**CASA for RIVERSIDE COUNTY**
PROGRAM DESCRIPTION:	Advocacy for Abused and Neglected Children. CASA offers court appointed monitoring services to foster youth. CDBG funds will be used to fund the salary of one supervisor who will train volunteers that in turn will provide service to 57 Moreno Valley foster children over the program year.
RESOURCES:	CDBG Funds 2011/12 $9,500
TARGET POPULATION:	Abused/Neglected Youth
GEOGRAPHIC AREAS:	Citywide

PROGRAM:	**VOLUNTEER CENTER '211 PROGRAM'**
PROGRAM DESCRIPTION:	The '211 Program' is a quality telephone referral system available 24 hours a day, 7 days a week that residents may use to access information on public and private facilities and services in the City.
RESOURCES:	CDBG Funds 2011/12 $5,000
TARGET POPULATION:	Low and moderate income persons
GEOGRAPHIC AREAS:	Citywide

COMMUNITY & ECONOMIC DEVELOPMENT STRATEGY	
OBJECTIVE 4: Provide employment training and placement programs available to serve low and moderate income residents.	
PROGRAM:	**YOUTH OPPORTUNITY CENTER (YOC)**
PROGRAM DESCRIPTION:	The Center will offer local youth access to an array of educational services (tutoring, GED, and college preparation programs), job coaching and placement, support groups, and volunteer/civic engagement coordination. The proposed $25,000 in CDBG funding would be used for tenant improvements.
RESOURCES:	CDBG Funds 2011/12 $25,000
TARGET POPULATION:	Low and Moderate Income Persons
GEOGRAPHIC AREAS:	Citywide

SECTION 3 –OTHER ACTIONS
ANTI-POVERTY STRATEGY

The City identified several programs in its strategy to produce and preserve affordable housing. Programs include: the Neighborhood Stabilization Program (NSP), the Home Improvement Loan Program, Mobilehome Rehabilitation Grant Program, and the Homebuyer Assistance Program. The implementation of these programs and the re-evaluation of zoning in specific neighborhoods will assist in maintaining livable conditions for lower income persons. These programs, when coupled with the various social services, such as shelter and food services, and counseling programs, (including homeless prevention programs) provide residents opportunities to utilize programs at little or no cost, thereby reducing financial burden. The City's current structure limits the ability to directly reduce the numbers of households with incomes below the poverty line. However, by utilizing multiple programs and working with County, private, and nonprofit agencies the City can work to reduce the number of persons with incomes below the poverty line.

The City has established several goals to reduce poverty among its population:

1. Economic Development and Job Creation/Retention

In 2009, the City implemented 2 new programs aimed at relieving area unemployment and creating new jobs. The New Business Incentive Program continues this year to function as a tool to assist in the attraction of retail business to Moreno Valley providing full-time jobs to low-and-moderate income individuals. The Employment Resource

Center provides a centrally located office where low-to-moderate income persons may utilize computers and other office equipment to assist in building their resumes and run job searches.

The City partners with the Inland Empire Small Business Development Center (SBDC) to provide small business counseling services and specialized training to local businesses with the goal of improving\expanding businesses thereby creating and/or retaining low and moderate income jobs.

The City continues to implement a $479,292 Community Development Block Grant – Recovery, received in 2009, that incentivizes job creation.

2. Housing Programs

The City identified several programs in its strategy to produce and preserve affordable housing. The implementation of programs such as:

- the Homebuyer Assistance Program,
- the Home Improvement Loan Programs,
- the Mobile Home Grant Program,
- NSP Acquisition, Rehabilitation, Resale of Single Family Homes,
- NSP Acquisition Rehabilitation, Rental of Multi Family Apartments
- New Affordable Housing Development
- Homelessness Prevention and Rapid Re-Housing Program (HPRP)

will assist in maintaining livable conditions for lower income persons.

The City currently makes significant efforts to ensure that the City's Target Area and the Redevelopment Area benefit from the listed programs. Additionally, four other areas of the city were designated Revitalization Areas by HUD. The City is exploring opportunities to acquire and rehabilitate HUD owned properties within these areas to be sold to low-income homebuyers.

3. Public Service Providers

Public service organizations provide direct assistance to low-income persons, including the elderly, homeless, disabled, and persons threatened with homelessness. Providers assist with obtaining and maintaining adequate housing, emergency assistance as needed to meet immediate and urgent individual and family needs, including shelter; and the achievement of self-sufficiency. These programs provide city residents opportunities to utilize various services at little or no cost, thereby reducing their financial burden. The Homelessness Prevention and Rapid Re-housing grant of $732,872 received in 2009, also utilizes Public Service providers to distribute emergency assistance to families facing homelessness.

4. Coordination of Efforts

The City's goal is to continue to establish collaborative relationships between governmental and social service agencies to assure the effective delivery of services to low-income individuals. One example is the Riverside County Continuum of Care. The

Continuum of Care group consists of several local non-profits and local governmental agencies, such as the City of Moreno Valley, who meet periodically to share information, coordinate efforts to assist homeless persons and plan future activities. While the City's ability to directly reduce the numbers of households with incomes below the poverty line is limited, the City will attempt to reduce the number by utilizing multiple programs and working with the county, private and non-profit agencies.

Planning and Meeting Obstacles

The City will continue to evaluate and monitor priority community development needs, including those needs that may be currently underserved. The City will also work toward identifying, assessing and overcoming obstacles to meeting underserved community development needs.

SECTION 3 –OTHER ACTIONS
INSTITUTIONAL STRUCTURE AND COORDINATION

The institutional structure described in the Consolidated Plan demonstrates the diverse types of organizations needed to accomplish its program goals. The City will work with a variety of public and private agencies to accomplish the Consolidated Plan goals set forth in this strategic plan.

In addition, coordination with other public and private agencies is necessary in order to establish solid working relationships that will enable all service providers to better assist those in need. The City enjoys a cooperative relationship with surrounding jurisdictions, agencies, and nonprofit organizations.

Public Agencies

The City shall work with state and federal agencies through several grant programs to facilitate services and programs, which meet housing and safety needs in the community.

The City is a member of the March Joint Powers Authority (JPA). The JPA is a public entity created for the purpose of addressing the use, reuse, and joint use of realigned March Air Reserve Base (MARB) a (size) base located immediately adjacent to Moreno Valley.

On a more local level, City staff will work with Riverside County agencies such as the Departments of Mental Health and Public Social Services, to address regional homeless issues. The City meets on a regular basis with the Riverside County Department of Public Social Services as part of the Continuum of Care process to assist homeless persons. The Continuum of Care Consortium consists of local government agencies as well as non-profit agencies that work together to address homeless issues in the region. Continuum of Care grant funding is provided to local public and non-profit agencies to provide homeless services and shelter. Periodic meetings provide an opportunity for networking and working towards the common goal. Riverside County's Economic Development Agency also partners with the City to provide employment assistance services at the City's Employment Resource Center, as well as support services for at-risk youth at the Youth opportunity Center (under development).

Public Housing Authority

The Riverside County Housing Authority administers public housing and Section 8 programs in Moreno Valley. Issues relating to public housing are included in the Consolidated Plan for Riverside County. The City will work with the Riverside County Housing Authority when possible to improve the living environment of public housing and Section 8 residents.

Non-Profit Organizations

The City utilizes a variety of nonprofit organizations to address community needs, such as homelessness, special needs, fair housing and food distribution services. The City will provide information and updates to local social service agencies regarding the availability of private affordable housing opportunities in Moreno Valley. The City will also inform and educate private housing entities on the services, programs, and referrals provided by local social service agencies to persons seeking housing. Distribution of this information may be through a variety of methods including direct mailing, public service announcements, and personal contacts by city staff. Many of the objectives identified in the Annual Plan and associated programs are carried out by non-profit organizations. These organizations are the primary service providers for Moreno Valley's homeless, special needs and low-income populations. CDBG funds are allocated to these organizations to carry out activities benefiting these populations.

HOME funds are provided to non-profit agencies for rehabilitation and new construction of affordable housing units in the city. The city will work with its Community Housing Development Organizations (CHDO's), Riverside Housing Development Corporation (RHDC), and Habitat for Humanity to accomplish the housing goals. As a result of working with the CHDO's, the City has been able to address a wide variety of community needs including housing programs and public safety. The City will continue to work with these entities throughout the program year.

SECTION 3 – OTHER ACTIONS
MONITORING

MONITORING OF CDBG PROGRAMS

Monitoring serves as an effective tool to ensure that expenditures of federal funds are consistent with CDBG National Objectives and achieve program/project goals. The following outlines monitoring requirements for Moreno Valley CDBG program:

Subrecipients – When an organization becomes a City subrecipient, they must sign a contract with the City in which the various scopes of work, time lines, and documentation requirements are outlined. On a monthly basis, each Subrecipient must submit detailed information regarding the number, ethnicity, and income level of individuals benefiting from CDBG funds. Quarterly summary reports are required of some agencies in which further information is provided on activities accomplished in that quarter. The City conducts an on-site inspection of each agency at least once per year, preferably toward the end of the funding cycle. A sample Subrecipient Monitoring Form is attached as Attachment G.

Construction Projects – All construction projects comply with Federal Labor and Procurement Procedures as well as the various affirmative action and equal opportunity requirements required by various federal and state laws. The CDBG Management Analyst oversees and reviews contract preparation at each step from bid preparation, contract document preparation, pre-construction meetings, and ongoing project inspections. All public notices that solicit bids for capital projects are submitted to minority newspapers such as El Chicano, the San Bernardino American and the Precinct Reporter in order to give minority-owned businesses the opportunity to bid on the CDBG capital projects.

MONITORING OF HOME PROGRAMS

Multi-Family Affordable Housing Programs

The City requires property owners who have received funds under the Rental Rehabilitation Program or Multifamily Affordable Housing Program to recertify their tenant's eligibility annually. They report information and provide documentation related to the property, unit occupancy, tenant information and financial reporting. Forms and applicable documentation such as Federal income tax returns are to be completed by tenants of reserved (affordable) units and submitted with the report. If the unit was occupied by multiple tenants, then a copy of the application, rental agreement and the dates of residency must be provided. In addition, a copy of "Determining Affordable Rent" is provided to the owner for the reserved units. A City building inspector will conduct a property inspection to determine if the property is in compliance with code requirements and in good condition. The City will work with a recertification consulting service to ensure that the information is accurate and complete. Examples of the checklists used to monitor the affordable units under the Rental Rehabilitation Loan Program are also included in Attachment G.

Single Family Housing Programs – For Owner-Occupants

The City's Homebuyer Assistance Program offers a low-interest, silent second, down-payment assistance loans to income qualified individuals.

Loan terms include an equity sharing arrangement in lieu of interest on the deferred loan. When the property is sold or transferred, the City will receive a share of the gain on sale in addition to the original amount loaned. The percentage of the equity share percentage is calculated by dividing the original loan amount by the original purchase price.

Example: *If the HAP loan amount was $10,000 and the original purchase price was $90,000, the equity share percentage would be 11%. The equity share percentage is then multiplied by the gain on the sale (as determined by the sales price or the property value determined by a professional appraisal) to determine the City's Share of the profit on the sale. If the gain on the sale were $15,000, the City's share would be 11% of $15,000, or $1,650. The total repayment to the City would be $11,650.*

In addition, a Deed of Trust is recorded to serve as loan collateral (security). The securing deed may take first, second, or third position if it does not exceed the one hundred percent (100%) loan-to-value ratio.

Displacement and Relocation

The City does not have any plans to displace or relocate any residents from their homes using CDBG or HOME funds. If a project necessitated displacement or relocation, it would be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

PROPOSED ACCOMPLISHMENTS

The following table details each of the goals and objectives identified in the Strategic Plan and the proposed accomplishments over the five-year period of the Consolidated Plan. Following the close of the program year on June 30th, the City has 90 days to complete a Consolidated Annual Performance and Evaluation Report (CAPER) for public review and submittal to HUD. The CAPER will include the following table to track the accomplishments during the entire five-year period. Annual goals will be identified in the Annual Action Plan.

TABLE 3-A
PROPOSED FIVE-YEAR ACCOMPLISHMENTS (SAMPLE TABLE. INTENTIONALLY BLANK.)

Priority	Five-Year Goal / Proposed Accomplishments	Complete per Program Year					Summary of Progress
		08/09	09/10	10/11	11/12	12/13	
HOMELESS STRATEGY							
OBJECTIVE: Provide supportive housing and public services to meet the needs of homeless persons and persons threatened with homelessness.							
1.1	To assist 2500 homeless persons and persons threatened with homelessness with housing and public service activities.						**Goal:** **Completed:**
SPECIAL NEEDS STRATEGY							
OBJECTIVE: Provide supportive housing and public services to meet the needs of special needs persons.							
2.1	To assist 15,000 special needs persons, including the elderly and disabled, with housing and public services.						**Goal:** **Completed:**
HOUSING STRATEGY							
OBJECTIVE: Rehabilitation of existing and construction of new single-family homes, multi-family housing and mobile homes to create or maintain decent, affordable housing for low and moderate income residents.							
3.1	To rehabilitate or construct a minimum of 400 housing units.						**Goal:** **Completed:**
OBJECTIVE: Create home ownership opportunities for low and moderate income residents.							
3.2	To provide home ownership to 5 households.						**Goal:** **Completed:**
OBJECTIVE: Improve the safety and livability in the CDBG Target Areas to create a suitable living environment.							
3.3	To provide increased, proactive Code Enforcement, Neighborhood Cleanups and public safety activities to assist 3,000 households.						**Goal:** **Completed:**
OBJECTIVE: Provide fair housing services to educate households on their rights and responsibilities and assist residents with fair housing issues.							
3.4	To assist 2,500 households with fair housing services.						**Goal:** **Completed:**

COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY							
Priority	Five-Year Goal / Proposed Accomplishments	Complete per Program Year					Summary of Progress
OBJECTIVE: Promote expanded economic opportunities in order to create or retain low and moderate income jobs.							
4.1	To assist 400 local small businesses with counseling services and loan programs.						**Goal:** **Completed:**
OBJECTIVE: Provide infrastructure improvements in CDBG Target Areas to create a suitable living environment by increasing access to quality public facilities.							
4.2	To construct infrastructure improvements that will assist 250 parcels located within CDBG Target Areas.						**Goal:** **Completed:**
OBJECTIVE: Support public service programs available to serve low and moderate income residents.							
4.3	To assist 50,000 low and moderate income residents with public service activities (other than homeless or special needs activities).						**Goal:** **Completed:**
OBJECTIVE: Provide employment training programs available to serve low and moderate income residents.							
4.4	To assist 150 low and moderate income residents with employment training and placement.						**Goal:** **Completed:**

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SECTION 4 – ADDITIONAL GRANT REQUIREMENTS
FORM APPLICATION SF424

Form Application SF 424

(behind this page)

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:

4. Applicant Identifier: B-10-MC-06-0567

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Moreno Valley

*b. Employer/Taxpayer Identification Number (EIN/TIN): 33-0076484

*c. Organizational DUNS: 177134186

d. Address:

*Street 1: 14177 Frederick Street

Street 2: PO BOX 88005

*City: Moreno Valley

County:

*State: CA

Province:

*Country: USA

*Zip / Postal Code 92553

e. Organizational Unit:

Department Name: ECONOMIC DEVELOPMENT

Division Name: NEIGHBORHOOD PRESERVATION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. *First Name: Isa

Middle Name:

*Last Name: Rojas

Suffix:

Title: Management Analyst

Organizational Affiliation:

*Telephone Number: 951-413-3227 Fax Number: 951-413-3459

*Email: IsaR@MoVal.org

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant Program

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Moreno Valley, CA

***15. Descriptive Title of Applicant's Project:**

Annual Action Plan for FY 2011/12 Community Development Block Grant funding. Programs/projects receiving new allocations for funding includes public services (landlord/tenant mediation, homeless\transitional housing shelters, emergency food assistance, youth programs, and elderly programs) code enforcement, and economic development programs.

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: 43rd and 44th *b. Program/Project: 43rd and 44th

17. Proposed Project:

*a. Start Date: July 1, 2011 *b. End Date: June 30, 2012

18. Estimated Funding ($):

*a. Federal TBD
*b. Applicant
*c. State
*d. Local
*e. Other
*f. Program Income
*g. TOTAL TBD

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Henry
Middle Name:
*Last Name: Garcia
Suffix:

*Title: CITY MANAGER

*Telephone Number: 951-413-3453 Fax Number: 951-413-3459

* Email: henryg@moval.org

*Signature of Authorized Representative: *Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424 Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

NA

OMB Number: 4040-0004
Expiration Date: 01/31/2009

Application for Federal Assistance SF-424 Version 02

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s)
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

3. Date Received:

4. Applicant Identifier: M-10-MC-06-0551

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: CITY OF MORENO VALLEY

*b. Employer/Taxpayer Identification Number (EIN/TIN): 33-0076484

*c. Organizational DUNS: 177134186

d. Address:

*Street 1: 14177 FREDERICK STREET
Street 2: PO BOX 88005
*City: MORENO VALLEY
County: RIVERSIDE
*State: CA
Province:
*Country: USA
*Zip / Postal Code 92552-0805

e. Organizational Unit:

Department Name: ECONOMIC DEVELOPMENT

Division Name: NEIGHBORHOOD PRESERVATION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: MS. *First Name: ISA
Middle Name:
*Last Name: ROJAS
Suffix:

Title: MANAGEMENT ANALYST

Organizational Affiliation:

*Telephone Number: 951-413-3227 Fax Number: 951-413-3459

*Email: IsaR@moval.org

Application for Federal Assistance SF-424 Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Department of Housing and Urban Development (HUD)

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Parntnership Program

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Moreno Valley, CA

***15. Descriptive Title of Applicant's Project:**

Annual Action Plan for FY 2011/12 HOME funding. Programs/projects receiving new allocations for funding include ...TBD.

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

*a. Applicant: 43rd and 44th *b. Program/Project: 43rd and 44th

17. Proposed Project:

*a. Start Date: July 1, 2011 *b. End Date: June 30, 2012

18. Estimated Funding ($):

*a. Federal TBD
*b. Applicant
*c. State
*d. Local
*e. Other
*f. Program Income
*g. TOTAL TBD

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Henry
Middle Name: L.
*Last Name: Garcia
Suffix:

*Title: City Manager

*Telephone Number: 951-413-3453 Fax Number: 951-413-3459

* Email: HenryG@moval.org

*Signature of Authorized Representative: *Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424 Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

N/A

SECTION 4 – ADDITIONAL GRANT REQUIREMENTS
CITIZEN PARTICIPATION

CITIZEN PARTICIPATION PROCESS

In preparing the 2011/12 Action Plan, the City took an assertive approach to encourage citizen participation. HUD regulations require that cities consult with public and private community-based non-profit organizations to obtain input on the housing and non-housing needs of low- and moderate-income and homeless members of the community. Those with special needs are included as well. To meet this requirement, the City prepared a Citizen Participation Plan (Attachment D), which outlines the process for encouraging citizen participation in the development of the Action Plan.

Citizen participation was accomplished through a series of meetings, public notices and announcements. City staff hosted community meetings and invited area residents, non-profit organizations and surrounding jurisdictions to provide input on the needs of the community. Public meetings to determine needs were held at the Moreno Valley Conference and Recreation Center and the Senior Center. In addition, several focused meetings with local agencies, surrounding jurisdictions and City committees were also conducted. Information and notification of these meetings was distributed through correspondence, flyers and public notices. Table 4-A, on the following page, outlines the citizen participation schedule.

The information compiled from the meetings (as outlined in the above schedule) was used in determining the needs in the community and the development of strategies. Citizen Comments are included as Attachment E. Organizations that participated in meetings or consultations included the following:

- CASA – Court Advocates Program (for Foster Youth)
- Fair Housing Council of Riverside
- 211 Riverside County
- Community Action Partnership of Riverside County

The proposed Action Plan was available for a 30-day public examination and comment period from March 29, 2011 through April 29, 2011.

The Action Plan was available for public review at the following locations:

- City of Moreno Valley Economic Development Department – City Hall
- Moreno Valley Senior Center
- City of Moreno Valley Corporate Yard
- Moreno Valley City Library

No Public comments on the Annual Action Plan were received during the public review period. Comments received at public meetings and hearings are included in Attachment E.

TABLE 4-A
CITIZEN PARTICIPATION SCHEDULE

Annual Action Plan FY 2011-2012 CDBG & HOME Programs Citizen Participation Schedule	
November 3, 2010	Notice of Community Needs Meetings *(Publish in Newspaper & Mail Out)*
November 17, 2010	Community Needs Assessment Meeting – Conference & Recreation Center (6:00 p.m. to 8:00 p.m.)
December 1, 2010	Publish Notice of Public Hearing for December 14, 2010 to Adopt CDBG/HOME Program Objectives and Policies
December 2, 2010	Community Needs Assessment Meeting – Senior Community Center (6:00 p.m. to 8:00 p.m.)
December 14, 2010	City Council Meeting – Adopt CDBG/HOME Program Objectives and Policies ***(Public Hearing)***
December 14, 2010	Mail NOFA (Notice of Funding Availability) to Interest List
January 3, 2011	**CDBG/HOME Applications Available for Distribution** Notice of Funding Availability Published
January 31, 2011	**All Applications Due (Non Profit and In-House)**
February 1-17, 2011	Technical Review Committee Reviews Public Service and Community Needs Applications; Applicant Oral Presentations
February 15, 2011	Publish Notice of Annual Action Plan Review Period (Mar 15 – Apr 15)
February 17, 2011	Final Technical Committee Project Review & Recommendation
February 18, 2011	Publish Notice of Public Hearing for March 8, 2011 City Council Meeting
March 22, 2011	City Council Meeting - CDBG/HOME Project Selection ***(Public Hearing)***
March 29, 2011	Begin Annual Action Plan 30-Day Review Period
April 26, 2011	Publish Notice of Public Hearing for May 10, 2011 to Approve the Annual Action Plan
April 29, 2011	Close of 30-day Public Comment Period for Annual Action Plan
May 10, 2011	City Council Meeting - Review Citizen Comments & Approve the Annual Action Plan ***(Public Hearing)***
Not later than May 12, 2011	Submittal of Annual Action Plan to HUD

SECTION 4 – ADDITIONAL GRANT REQUIREMENTS
CERTIFICATIONS

(Behind this page)

CERTIFICATIONS FY 2011-2012

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the City of Moreno Valley certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, and it has concluded an analysis of impediments to fair housing choice within the jurisdiction, and will take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential ant displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;
(b) The grantee's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____
Signature/Authorized Official Date

Henry Garcia, City Manager

Specific CDBG Certifications

The City of Moreno Valley certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2010-2011 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws -- The grant will be conducted and administered in conformity within title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

Henry Garcia, City Manager

Specific HOME Certifications

The City of Moreno Valley certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature/Authorized Official Date

Henry Garcia, City Manager

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
City Hall
14177 Frederick Street
Moreno Valley, CA 92552

(X) Check if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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ATTACHMENT A – DEFINITIONS OF TERMS AND ACRONYMS USED

List of acronyms used in this document:

CDBG: Community Development Block Grant

CDBG-R: Community Development Block Grant, Recovery Program

HOME: HOME Investment Partnership Grant

HPRP: Homelessness Prevention and Rapid Re-housing Program

HUD: U.S. Department of Housing and Urban Development

NSP: Neighborhood Stabilization Program

RDA: Community Redevelopment Agency of the City of Moreno Valley

This glossary is designed to provide a comprehensive list of terms used in this Consolidated Plan and future annual plans.

Affordable Housing: Affordable housing is generally defined as housing where the occupant is paying no more than 30 percent of gross income for gross housing costs, including utility costs.

AIDS and Related Diseases: The disease of acquired immune deficiency syndrome or any conditions arising from the etiologic agent for acquired immune deficiency syndrome.

Alcohol/Other Drug Addiction: A serious and persistent alcohol or other drug addiction that significantly limits a person's ability to live independently.

Assisted Household or Person: For the purpose of specifying one-year goals for assisting households or persons, a household or person is assisted if, during the coming Federal fiscal year, they will benefit from one or more programs included in the jurisdiction's investment plan. A renter is benefited if the person takes occupancy of affordable housing that is newly acquired, newly rehabilitated, or newly constructed, and/or receives rental assistance. An existing homeowner is benefited during the year if the home's rehabilitation is completed. A first-time homebuyer is benefited if a home is purchased during the year. A homeless person is benefited during the year if the person becomes an occupant of transitional or permanent housing. A non-homeless person with special needs is considered as being benefited, however only if the provision of supportive services is linked to the acquisition, rehabilitation, or new construction of

a housing unit and/or the provision of rental assistance during the year. Households or persons who will benefit from more than one program activity must be counted only once. To be included in the goals, the housing unity must, at a minimum, satisfy the HUD Section 8 Housing Quality Standards (see 24 CFR section 882.109) See also instructions for completing Table 3B of the CHAS and Table 1 of the Annual Performance Report.

Committed: Generally means there has been a legally binding commitment of funds to a specific project to undertake specific activities.

Consolidated Plan: The document that is submitted to HUD that serves as the planning document (comprehensive housing affordability strategy and community development plan) of the jurisdiction and an application for funding under any of the Community Planning and Development formula grant programs (CDBG, ESG, HOME, or HOPWA), which is prepared in accordance with the process prescribed in 24CFR part 91.

Cost Burden: The extent to which gross housing costs, including utility costs, exceed 30 percent of gross income, based on data published by the U.S. Census Bureau.

Disabled Household: A household composed of one or more persons at least one of whom is an adult (a person of at least 18 years of age) who has a disability. A person shall be considered to have a disability if the person is determined to have a physical, mental or emotional impairment that: (1) is expected to be of long-continued and indefinite duration, (2) substantially impeded his or her ability to live independently, and (3) is such a nature that the ability could be improved by more suitable housing conditions. A person shall also be considered to have a disability if he or she has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-6006). The term also includes the surviving member or members of any household described in the first sentence of this paragraph who were living in an assisted unit with the deceased member of the household at the time of his or her death.

Economic Independence and Self-Sufficiency Programs: Programs undertaken by Public Housing Agencies (PHAs) to promote economic independence and self-sufficiency for participating families. Such programs may include Project Self-Sufficiency and Operation Bootstrap programs that originated under earlier Section 8 rental certificate and rental voucher initiatives, as well as the Family Self-Sufficiency program. In addition, PHAs may operate locally developed programs or conduct a variety of special projects designed to promote economic independence and self-sufficiency.

Elderly Household: For HUD rental programs, a one or two person household in which the head of the household or spouse is at least 62 years of age.

Emergency Shelter: Any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Extremely Low-Income Family: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Existing Homeowner: An owner-occupant of residential property who holds legal title to the property and who uses the property as his/her principal residence.

Family: Family means all persons living in the same household who are related by birth, marriage or adoption.

Family Self-Sufficiency (FSS) Program: A program enacted by Section 554 of the National Affordable Housing Act which directs Public Housing Agencies (PHAs) and Indian Housing Authorities (IHAs) to use Section 8 assistance under the rental certificate and rental voucher programs, together with public and private resources to provide supportive services, to enable participating families to achieve economic independence and self-sufficiency.

Federal Preference for Admission: The preference given to otherwise eligible applicants under HUD's rental assistance programs who, at the time they seek housing assistance, are involuntarily displaced, living in substandard housing, or paying more than 50% of family income for rent. (See, for example, 24 CFR 882.219.)

First-Time Homebuyer: An individual or family who has not owned a home during the three-year period preceding the HUD-assisted purchase of a home that must be used as the principal residence of the homebuyer, except that any individual who is a displaced homemaker (as defined in 24 CFR 92) or a single parent (as defined in 24 CFR 92) may not be excluded from consideration as a first-time homebuyer on the basis that the individual, while a homemaker or married, owned a home with his or her spouse or resided in a home owned by the spouse.

For Rent: Year round housing units that are vacant and offered/available for rent. (U.S. Census definition)

For Sale: Year round housing units that are vacant and offered/available for sale only. (U.S. Census definition)

Frail Elderly: An elderly person who is unable to perform at least 3 activities of daily living (i.e., eating, dressing, bathing, grooming, and household management activities). (See 24 CFR 889.105.)

Group Quarters: Facilities providing living quarters that are not classified as housing units. (U.S. Census definition). Examples include: prisons, nursing homes, dormitories, military barracks, and shelters.

HOME: The HOME Investment Partnerships Program, which is authorized by Title II of the National Affordable Housing Act.

Homeless Family: Family that includes at least one parent or guardian and one child under the age of 18, a homeless pregnant woman, or a homeless person in the process of securing legal custody of a person under the age of 18.

Homeless Individual/Homeless Person: An unaccompanied youth (17 years or younger) or an adult (18 years or older) without children, who is homeless (not imprisoned or otherwise detained pursuant to an Act of Congress or a State law), including the following: (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and (2) an individual who has a primary nighttime residence that is: (i) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); (ii) an institution that provides a temporary residence for individuals intended to be institutionalized; or (iii) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Homeless Subpopulations: Include but are not limited to the following categories of homeless persons: severely mentally ill only, alcohol/drug addicted only, severely mentally ill and alcohol/drug addicted, fleeing domestic violence, youth, and persons with HIV/AIDS.

Homeless Youth: Unaccompanied person 17 years of age or younger who is living in situations described by terms "sheltered" or "unsheltered".

Household: All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Housing Problems: Households with housing problems include those that: (1) occupy units meeting the definition of Physical Defects; (2) meet the definition of overcrowded; and (3) meet the definition of cost burden greater than 30%.

Housing Unit: An occupied or vacant house, apartment, or single room (SRO housing) that is intended as separate living quarters. (U.S. Census definition)

Institutions/Institutional: Group quarters for persons under care or custody. (U.S. Census definition)

Jurisdiction: A State or unit of general local government.

Large Family/Household: Family/household of five or more persons.

Large Related: A household of 5 or more persons that includes at least one person related to the householder by blood, marriage or adoption.

LIHTC: (Federal) Low Income Housing Tax Credit.

Low- and Moderate-Income Household: A household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person: A member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-Income Family/Household: Low-income families/households whose incomes do not exceed 50 percent of the median family/household income for the area, as determined by HUD with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Middle-Income Family/Household: Family/household whose income is between 80 percent and 95 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 95 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This corresponds to the term "moderate income family" under the CHAS statute, 42 U.S.C. 12705.)

Moderate-Income Family/Household: Family/household whose income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families/households, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Non-Homeless Persons with Special Needs: Includes frail elderly persons, persons with AIDS, disabled families, and families participating in organized programs to achieve economic self-sufficiency.

Non-Institutional: Group quarters for persons not under care or custody. (U.S. Census definition used)

Occupied Housing Unit: A housing unit that is the usual place of residence of the occupant(s).

Other Household: A household of one or more persons that does not meet the definition of a Small Related household, Large Related household or Elderly Household.

Other Income: Household whose incomes exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. (This term corresponds to moderate-income in the CDBG Program.)

Other Vacant: Vacant year round housing units that are not For Rent or For Sale. This category would include Awaiting Occupancy or Held.

Overcrowded: For purposes of describing relative housing needs, a housing unit containing more than one person per room, as defined by the U.S. Census Bureau, for which data are made available by the Census Bureau. (See 24 CFR 791.402(b).)

Owner: A household that owns the housing unit it occupies. (U.S. Census definition)

Physical Defects: A housing unit lacking complete kitchen or bathroom (U.S. Census definition). Jurisdictions may expand upon the Census definition.

Primary Housing Activity: A means of providing or producing affordable housing -- such as rental assistance, production, rehabilitation or acquisition -- that will be allocated significant resources and/or pursued intensively for addressing a particular housing need. (See also, "Secondary Housing Activity".)

Project-Based (Rental) Assistance: Rental Assistance provided for a project, not for a specific tenant. Tenants receiving project-based rental assistance give up the right to that assistance upon moving from the project.

Public Housing CIAP: Public Housing Comprehensive Improvement Assistance Program.

Public Housing MROP: Public Housing Major Reconstruction of Obsolete Projects.

Rent Burden > 30% (Cost Burden): The extent to which gross rents, including utility costs, exceed 30 percent of gross income, based on data published by the U.S. Census Bureau.

Rent Burden > 50% (Severe Cost Burden): The extent to which gross rents, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Rental Assistance: Rental assistance payments provided as either project-based rental assistance or tenant-based rental assistance.

Renter: A household that rents the housing unit it occupies, including both units rented for cash and units occupied without cash payment of rent. (U.S. Census definition)

Renter Occupied Unit: Any occupied housing unit that is not owner occupied, including units rented for cash and those occupied without payment of cash rent.

Secondary Housing Activity: A means of providing or producing affordable housing -- such as rental assistance, production, rehabilitation, or acquisition -- that will receive fewer resources and less emphasis than primary housing activities for addressing a particular housing need. (See also, "Primary Housing Activity".)

Section 215: Section 215 of Title II of the National Affordable Housing Act. Section 215 defines "affordable" housing projects under the HOME program.

Service Needs: The particular services identified for special needs populations, which typically may include transportation, personal care, housekeeping, counseling, meals, case management, personal emergency response, and other services to prevent premature institutionalization and assist individuals to continue living independently.

Severe Cost Burden: The extent to which gross housing costs, including utility costs, exceed 50 percent of gross income, based on data published by the U.S. Census Bureau.

Severe Mental Illness: A serious and persistent mental or emotional impairment that significantly limits a person's ability to live independently.

Sheltered: Families and persons whose primary nighttime residence is a supervised publicly or privately operated shelter, including emergency shelters, transitional housing for the homeless, domestic violence shelters, residential shelters for runaway and homeless youth, and any hotel/motel/apartment voucher arrangement paid because the person is homeless. This term does not include persons living doubled up or in overcrowded or substandard conventional housing. Facilities that offer permanent shelter are not shelters, nor are the residents to be considered homeless.

Small Related: A household of 2 to 4 persons that includes at least one person related to the householder by birth, marriage, or adoption.

Substandard Condition and not Suitable for Rehab: By local definition, dwelling units that are in such poor condition as to be neither structurally not financially feasible for rehabilitation.

Substandard Condition but Suitable for Rehab: By local definition, dwelling units that do not meet standard conditions but are both financially and structurally feasible for rehabilitation. This

does not include units that require only cosmetic work, correction or minor livability problems or maintenance work. The jurisdiction must define this term (i.e., standard condition, financially and structurally feasible for rehab) and include this definition in the Appendix (Glossary of Terms) portion of its CHAS submission.

Substantial Amendment: A major change in an approved housing strategy. It involves a change to the five-year strategy, which may be occasioned by a decision to undertake activities or programs inconsistent with that strategy.

Substantial Rehabilitation: Rehabilitation of residential property at an average cost for the project in excess of $25,000 per dwelling unit.

Supportive Housing: Housing, including Housing Units and Group Quarters, that provides a supportive environment and include a planned service component.

Supportive Service Need in FSS Plan: The plan that PHAs administering a Family Self-Sufficiency program are required to develop to identify the services they will provide to participating families and the source of funding for those services. The supportive services may include child care; transportation; remedial education; education for completion of secondary or post secondary schooling; job training, preparation and counseling; substance abuse treatment and counseling; training in homemaking and parenting skills; money management, and household management; counseling home ownership; job development and placement; follow-up assistance after job placement; and other appropriate services.

Supportive Services: Services provided to residents of supportive housing for the purpose of facilitating the independence of residents. Some examples are case management, medical or psychological counseling and supervision, childcare, transportation, and job training.

Tenant-Based (Rental) Assistance: A form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. The assistance is provided for the tenant, not for the project.

Total Vacant Housing Units: Unoccupied year round housing units. (U.S. Census definition)

Transitional housing: A project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living within 24 months, or a longer period approved by HUD. For purposes of the HOME program, there is no HUD-approved time period for moving to independent living.

Unsheltered: Families and individuals whose primary nighttime residence is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., streets, parks, alleys).

Vacant Awaiting Occupancy or Held: Vacant year round housing units that have been rented or sold and are currently awaiting occupancy, and vacant year round housing units that are held by owners or renters for occasional use. (U.S. Census definition)

Vacant Housing Unit: Unoccupied year-round housing units that are available or intended for occupancy at any time during the year.

Very Low-Income: Households whose incomes do not exceed 30 percent of the median area income for the area, as determined by HUD, with adjustments for smaller and larger families and for areas with unusually high or low incomes or where needed because of prevailing levels of construction costs or fair market rents. (This term corresponds to low-income households in the CDBG Program.) For the purpose of further distinguishing needs within this category, two subgroups (0 to 30% and 31 to 50% of MFI) have been established in the CHAS tables and narratives.)

Worst-Case Needs: Unassisted, very low income renter households who pay more than half of their income for rent, live in seriously substandard housing (which includes homeless people) or have been involuntarily displaced.

Year Round Housing Units: Occupied and vacant housing units intended for year round use. (U.S. Census definition.) Housing units for seasonal or migratory use are excluded.

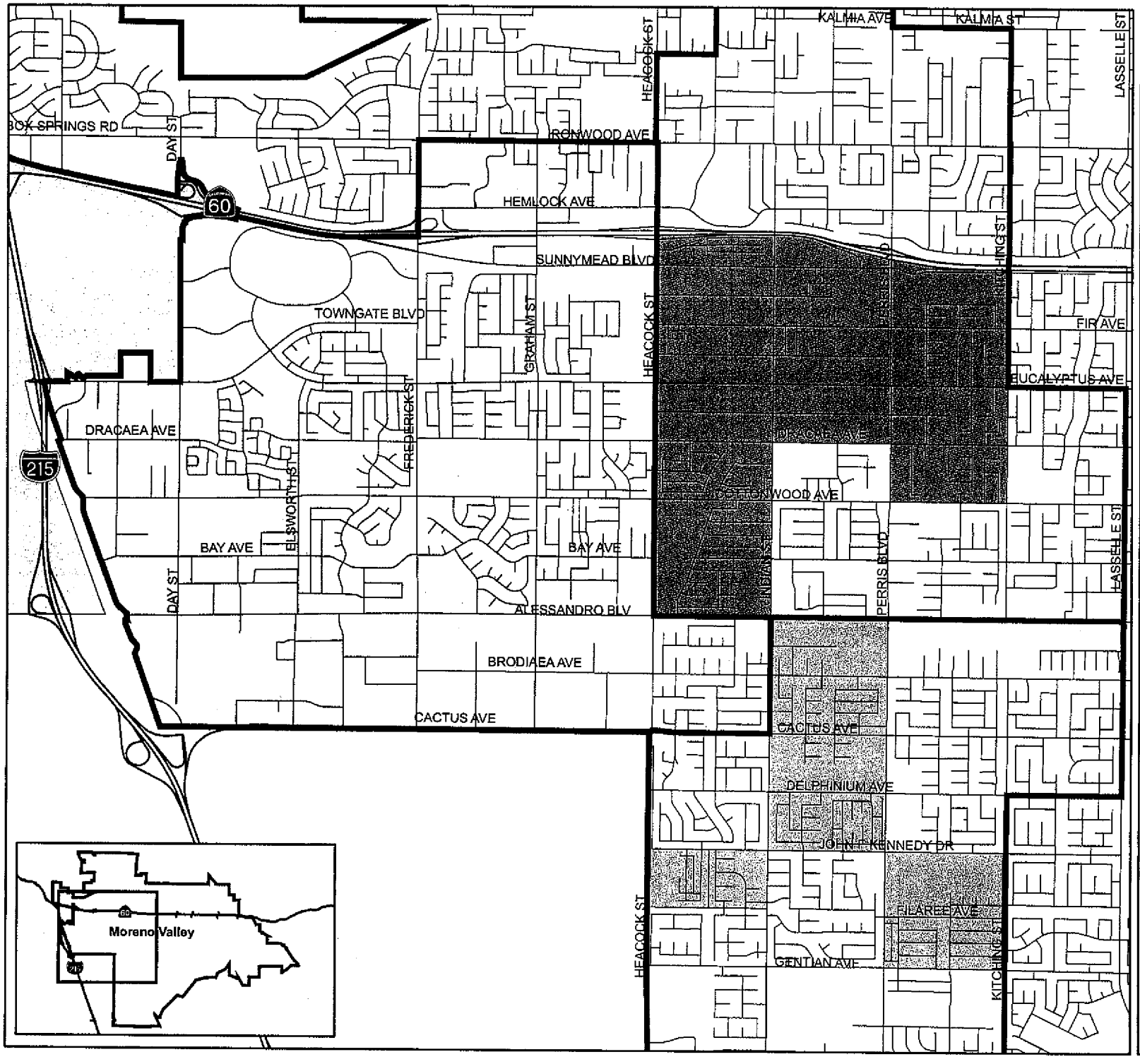

CITY OF MORENO VALLEY CDBG TARGET AREAS

CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

N

0 1,250 2,500 Feet

0 0.25 0.5 Miles

Map Produced by Moreno Valley Geographic Information System
Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
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October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

MORENO VALLEY
WHERE DREAMS SOAR

Redevelopment Area

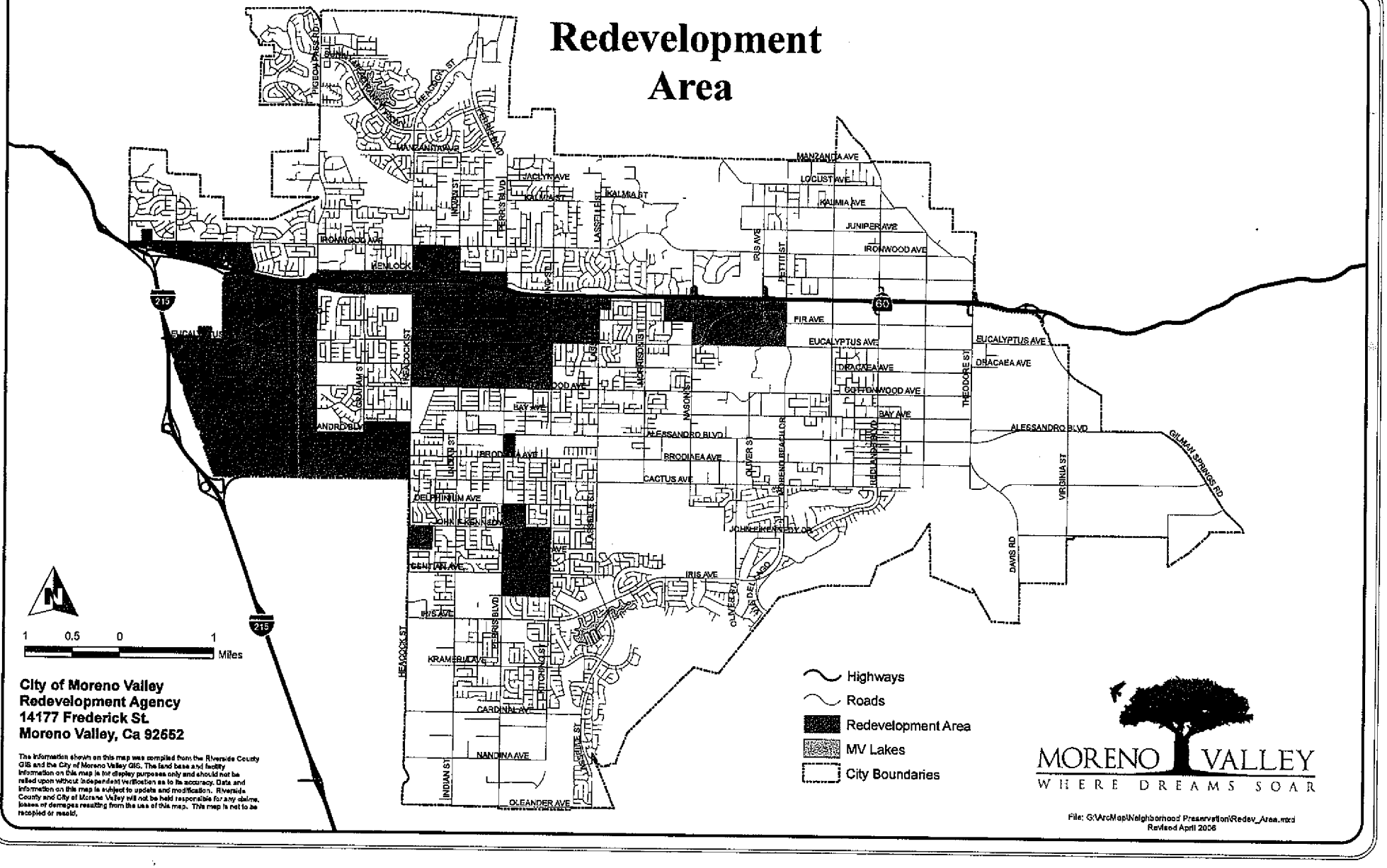

City of Moreno Valley
Revitalization Areas

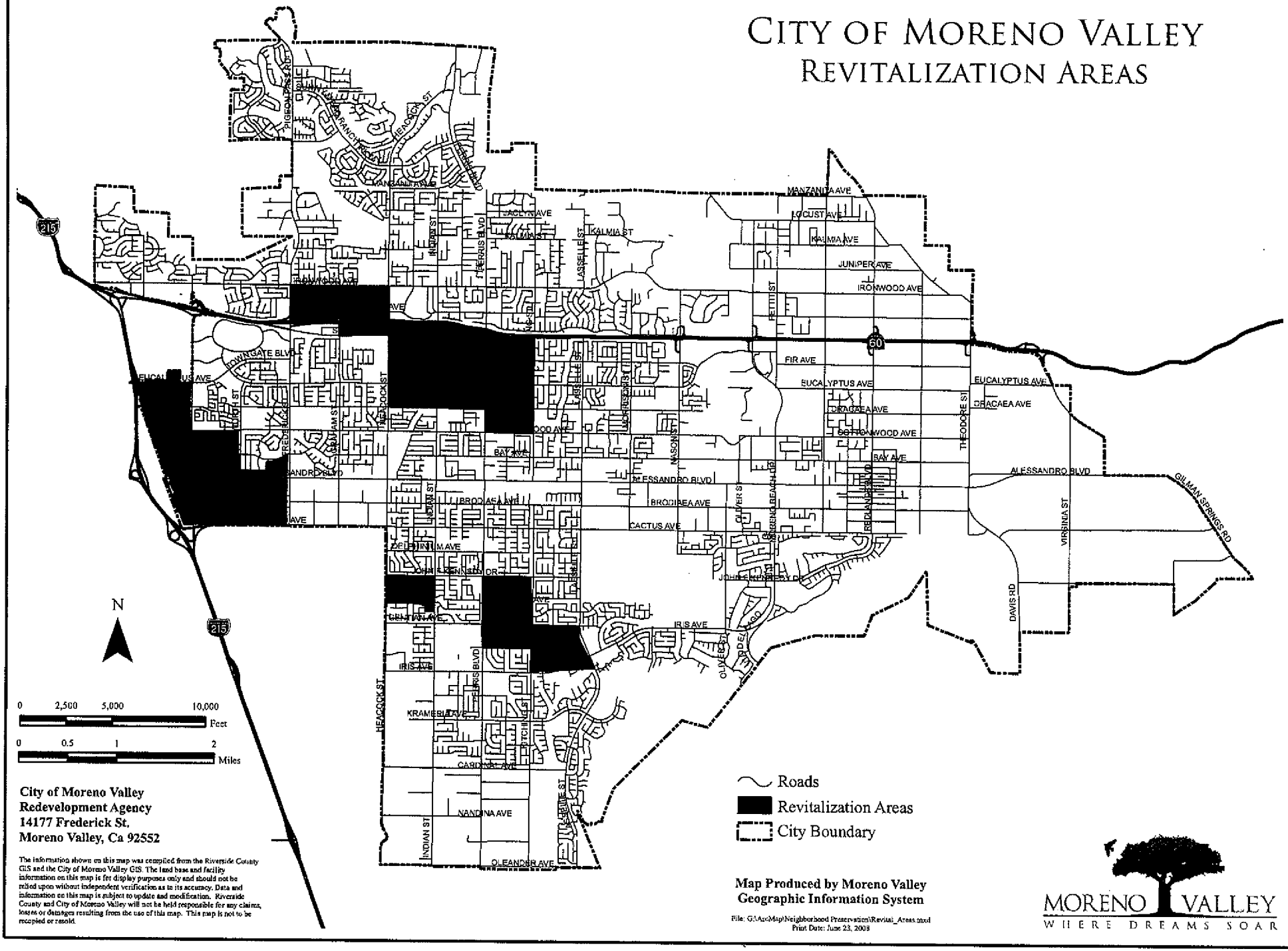

City of Moreno Valley
Redevelopment Agency
14177 Frederick St.
Moreno Valley, Ca 92552

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Map Produced by Moreno Valley Geographic Information System

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Print Date: June 23, 2008

MORENO VALLEY
WHERE DREAMS SOAR

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY

NOTICE OF PUBLIC HEARING

CDBG & HOME PROGRAMS FISCAL YEAR 2011/2012 ANNUAL ACTION PLAN

The Moreno Valley City Council of the City of Moreno Valley will hold a **PUBLIC HEARING** to review and select the programs and projects requesting Community Development Block Grant (CDBG) and HOME Incentive Partnership Program (HOME) Funds for FY 2011/12.

The **Public Hearing** will be held on **Tuesday, March 22, 2011 at 6:30 p.m.** at the following location:

City Council Chambers
City of Moreno Valley - City Hall
14177 Frederick Street.
Moreno Valley, CA 92552

The City anticipates receiving an estimated $1,795,990 in new CDBG funds and $603,264 in HOME funds in FY 2011/2012. Please note that at least 70% of the CDBG funding will be allocated to projects serving lower income residents. The public is invited to attend and give input regarding the programs proposed for funding. Once approved at the City level, the programs will be incorporated into the 2010/11 Annual Action Plan and submitted to the Department of Housing and Urban Development (HUD) for Federal approval.

The Action Plan is the annual update to the City's adopted 5-Year Consolidated Plan that covers the period from July 1, 2008 through June 30, 2013 (FY 2008 - FY 2013). The Consolidated Plan is a comprehensive planning document that identifies priority housing and non-housing needs of the community. It also discusses strategies, projects and funding distributions. The City is required to provide HUD the Annual Action Plan that incorporates how new CDBG and HOME funds will be used to facilitate the strategies and address the needs identified in the Consolidated Plan.

For more information, please contact Isa Rojas, Management Analyst in the Economic Development Department, (951) 413-3450.

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MORENO VALLEY

CITY OF MORENO VALLEY

NOTICE OF PUBLIC COMMENT PERIOD

PROPOSED 2011/2012 ANNUAL ACTION PLAN

As a recipient of both Federal Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds, the City of Moreno Valley is required to complete a Consolidated Plan and an Annual Action Plan. The Consolidated Plan is a five-year planning document that addresses the housing and community development needs of the City. The Annual Action Plan details the strategies and programs that the City will undertake during each program year.

The 2011/2012 Annual Action Plan covering activity from July 1, 2011 through June 30, 2012 will be available for public review and comments from March 29, 2011 through April 29, 2011. Public comments will only be received during the fifteen (30) day comment period. Upon completion of the comment period, the Action Plan will be revised to include a summary of public comments received. All comments will be incorporated as addendums to the Report and will be forwarded to the U.S. Department of Housing and Urban Development (HUD).

Copies of the Action Plan will be available for review at the Senior Community Center, the Purchasing Division Office at the City Corporate Yard, the Economic Development Department at City Hall, and the Moreno Valley Public Library. Comments must be submitted to the Economic Development Department. Contact information is listed below.

ISA ROJAS, MANAGEMENT ANALYST
CITY OF MORENO VALLEY
ECONOMIC DEVELOPMENT DEPARTMENT
NEIGHBORHOOD PRESERVATION DIVISION
14177 FREDERICK STREET
MORENO VALLEY, CA 92552
NP@MOVAL.ORG
(951) 413-3450

ATTACHMENT D – CITIZEN PARTICIPATION PLAN

INTRODUCTION

The City of Moreno Valley is required by law to have a detailed Citizen Participation Plan that contains the City's policies and procedures for public involvement in the Consolidated Plan process and the use of CDBG and HOME funds. The Moreno Valley Citizen Participation Plan was developed pursuant to the U.S. Department of Housing and Urban Development (HUD), Consolidated Submission for Community Planning and Development Programs as required under 24CFR Part 91 and Part 8. The Citizen Participation Plan provides the method and process by which the City of Moreno Valley will encourage citizen participation in the development of its Consolidated Plan. Through this plan, citizens will be afforded the opportunity to provide input regarding housing and community development needs, issues and problems affecting low- and moderate-income persons, development of strategies, project selections and funding distributions.

Encouraging Public Participation

The law requires that the City's Citizen Participation Plan both provide for and encourage public participation, emphasizing involvement by low- and moderate-income people – especially those living in low- and moderate-income neighborhoods (see CDBG Target Area Map). Also, HUD expects the City to take whatever actions are appropriate to encourage participation of minorities, people who do not speak English, and people with disabilities.

The City also maintains a distribution list of persons, agencies, and organizations that have expressed interest in the City's CDBG or HOME programs. Notifications of events, such as the Community Needs meetings, are mailed directly to those on the distribution list to encourage public participation.

The Role of Low Income People

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing: decent housing, a suitable living environment, and growing economic opportunities – all principally for low- and moderate-income people.

The City of Moreno Valley will provide the Riverside County Public Housing Authority with a copy of all Public Notices that are published during the Consolidated Plan process. The City encourages input from residents of the Public Housing developments and via the Public Housing Authority, residents are notified of Community Needs Meetings as well as Public Hearings.

Because the amount of federal CDBG and HOME money the City receives each year is mostly based upon the severity of both poverty and substandard housing conditions in the City, it is necessary that public participation genuinely involve low-income residents who experience these conditions. Genuine involvement by low income people must take place at all stages of the process, including:

- Identifying needs
- Setting priorities among these needs, deciding how much money should be allocated to each high-priority need and suggesting the types of programs to meet high-priority needs
- Overseeing the way in which programs are carried out

The Various Stages of the Consolidated Plan Process

The policies and procedures in this Citizen Participation Plan relate to several stages of action mentioned in law or regulation. In general, these stages or events include:

A. Identification of community and housing needs (includes Public Hearing)
B. Preparation of a draft use of funds for the upcoming year, call the Proposed Annual Action Plan (includes Public Hearing)
C. Formal approval by the City Council of the Final Annual Action Plan (includes Public Hearing)
D. In the case where is it necessary to change the use of money already budgeted in an Action Plan or change priorities, a Substantial Amendment will be proposed (includes Public Hearing)
E. After the program year is complete, a Consolidated Annual Performance and Evaluation Report (CAPER) is drafted for public review and comment and then sent to HUD

The Program Year

The program year for Moreno Valley coincides with the City's fiscal year from July 1 through June 30.

PUBLIC NOTICES

Items Covered by the Public Notice Requirement

Advance Public Notice is provided once a federally required document is available for public review and comment, such as the Annual Action Plan or Consolidated Plan. In addition, advance public notice of all public hearings and public meetings is provided at least two weeks in advance.

Public Notice Schedule

Advance notice of all available documents, public hearings and public meetings are provided at least two weeks in advance. The notices will give residents a clear understanding of the event being announced.

The following is a general timeline of when public notices are published:

November-January	Notice of Community Needs Meetings
December-January	Notice of Public Hearing to Identify Community Needs
January	Notice of Funding Availability and Application Process for Funding
March	Notice of Public Hearing to Discuss Proposed Consolidated/Action Plan
March-April	Notice of Consolidated/Action Plan Availability for Public Review
April-May	Notice of Public Hearing to Adopt Final Consolidated/Action Plan
As Needed	Notice of Availability of Amendment to Consolidated/Action Plan
As Needed	Notice of Public Hearing to Amend Consolidated/Action Plan

Forms of Public Notice

Public notices are published in the Press-Enterprise as display advertisements in the non-legal section of the newspaper. A copy of the public notice will be sent to any person or organization requesting to be on the mailing list.

PUBLIC ACCESS TO INFORMATION

As required by law, the City will provide the public with reasonable and timely access to information and records relating to the data or content of the Consolidated Plan, as well as the proposed, actual and past use of funds covered by the Citizen Participation Plan. Regarding the past use of funds, the law requires reasonable public access to records about any uses of these funds during the previous five years.

Also, the City will provide the public with reasonable and timely access to local meetings relating to the proposed or actual use of funds.

Standard Documents

Standard documents include:

- The proposed and final Annual Action Plans
- The proposed and final Five-Year Consolidated Plan
- Proposed and final Substantial Amendments to either an Annual Action Plan or the Five-Year Consolidated Plan
- Consolidated Annual Performance and Evaluation Report
- Citizen Participation Plan

Availability of Standard Documents

All documents are available for immediate public review at City Hall in the Economic Development Department. Copies of standard documents that are not currently posted for public review will be provided to the public within five working days of the request at no cost. Copies of draft documents such as the Action Plan and CAPER are available at several locations for public review. These locations are: the Library, the Senior Center, City Hall, and the Purchasing Division at the City Corporate Yard. Documents remain at each of the for the entire required review time that is specified in the applicable public notice. All final documents are available for public review at City Hall during normal business hours.

PUBLIC HEARINGS

Public hearings are required by law in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals.

The law requires a minimum of two public hearings at two different stages of the process. The City will conduct three public hearings at the following stages of the process: Identifying Needs, Proposed Annual Action Plan, and the Final Annual Action Plan. Public hearings are also conducted for amendments to the Annual Action Plan as needed.

Access to Public Hearings

Public hearings will be held only after there has been adequate notice as described in the Public Notice part of this Citizen Participation Plan, including a display advertisement in the non-legal section of the newspaper at least two weeks prior to the public hearing. Public hearings are conducted during the regularly scheduled City Council meetings.

Public Hearings and Populations with Unique Needs

All public hearings will be held at locations accessible to people with disabilities and provisions will be made for people with disabilities when requests are made within at least five working days prior to a hearing. Translators will be provided for people who do not speak English when requests are made at least five working days prior to a hearing.

Conduct of Public Hearings

To ensure that public hearings are meaningful to residents, each public hearing will be conducted in the presence of the City Council. Each resident choosing to speak will be allowed a maximum of five minutes to make a verbal presentation.

The following is a general timeline of when public hearings are conducted during the process:

January	Public Hearing to Identify Community Needs
March	Public Hearing to Discuss CDBG and HOME Proposed Projects
May	Public Hearing to Adopt Final Consolidated Plan Amendment/ Action Plan
As Needed	Public Hearing to Amend Consolidated Plan Amendment/ Action Plan

STAGES IN THE PROCESS

A. IDENTIFYING NEEDS

Because the housing and community development needs of low- and moderate-income people are so great and so diverse, priorities must be set in order to decide which needs should get more attention and more resources than other needs. This is the basic reason the Consolidated Plan exists.

A public hearing is required to obtain residents' opinions about needs and what priority those needs have. In order to encourage public involvement, two public community needs meetings are conducted in two separate locations to determine the specific needs and priorities identified by low- and moderate-income people. After information is gathered from the community needs meetings, a public hearing is conducted to allow residents to express comments regarding the needs of the City's low- and moderate-income population.

The public hearing about community needs will be completed at least 15 days before a draft Annual Action Plan is published for comment, so that the needs identified can be considered by the City and addressed in the draft Annual Action Plan.

B. THE PROPOSED ANNUAL ACTION PLAN (AND/OR FIVE-YEAR STRATEGY)

The law governing the Citizen Participation Plan calls for improved accountability of jurisdiction to the public. In that spirit and in compliance with the terms of the law, the City will use the following procedures.

At the beginning of this stage, the City will provide the public with an estimate of the amount of CDBG and HOME funds it expects to receive in the upcoming year, along with a

description of the range of types of activities that can be funded with these resources. Also, the public will be given an estimate of the amount of these funds that will be used in ways that will benefit low- and moderate-income people.

The plans of the City to minimize the extent to which low- and moderate-income people will have to leave their homes as a result of the use of these federal dollars (called "displacement") will also be available at this time. This "anti-displacement plan" will also describe how the City will compensate people who are actually displaced as a result of the use of these funds, specifying the type and amount of compensation.

Technical Assistance

City staff will work with organizations and individuals representative of low- and moderate-income people who are interested in submitting a proposal to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff for technical assistance before completing a proposal form.

Availability of a Proposed Annual Action Plan

Within 3 weeks after the Public Hearing about the Proposed Annual Action Plan, the City will make the Proposed Annual Action Plan available to the public. In addition, copies will be available at the locations specified above in the section, "Public Access to Information". A Public Notice will be published at least two weeks prior to the document's availability. The term "notice" described earlier in the section on "Public Notice" will be used.

Also, the date the Proposed Annual Action Plan is available to the public will be at least 30 days prior to the date a Final Annual Action Plan is approved by the City Council so that low- and moderate-income people will have a reasonable opportunity to examine it and to submit comments.

Public Hearing and Further Action

A public hearing about the Proposed Annual Action Plan will be conducted by the City Council within 30 days before it is available to the public. In addition, this public hearing will be held so that there are at least another 30 days before the Final Annual Action Plan is approved by the City Council so that the elected officials can consider the public's comments from the public hearing.

In preparing a Final Annual Action Plan, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Annual Action Plan will have a section that presents all comments and explains why any comments were not accepted.

C. THE FINAL ANNUAL ACTION PLAN (AND/OR FIVE-YEAR STRATEGY)

Copies of the Final Annual Action Plan will be made available to the public at City Hall for review. Copies can be obtained free of charge and within five business days of the request.

D. AMENDMENTS TO THE ANNUAL ACTION PLAN (AND/OR FIVE-YEAR STRATEGY)

The Final Annual Action Plan will be amended any time there is: a change in one of the Priorities presented on the HUD-required Priority Table, a change in the use of money to an activity not mentioned in the Final Annual Action Plan, or, a change in the purpose, location, scope of beneficiaries of an activity. The public will be notified whenever there is an amendment.

Substantial Amendments

The following will be considered "substantial" amendments:

1. A change in the use of CDBG or HOME money from one activity to another.
2. The elimination of an activity originally described in the Annual Action Plan.
3. The addition of an activity not originally described in the Annual Action Plan.
4. A change in the purpose of an activity, such as a change in the type of activity or its ultimate objective – for example, a change in a construction project from housing to commercial.
5. A meaningful change in the location of an activity.
6. A change in the type or characteristics of people benefiting from the activity. Among the "characteristics" are:
    a. The HUD-recognized income levels of: 0-30 percent of area median income; between 31 percent and 50 percent of AMI; and between 51 percent and 80 percent of AMI
    b. Race or ethnicity
    c. Renter or homeowner

d. Single households, small ones (two to four persons), large ones (five or more persons)

7. A 20% percent decrease in the number of low- and moderate-income people benefiting from an activity.
8. A change in the scope of an activity, such that there is a 20% percent increase or decrease in the amount of money allocated to the activity.

Public Notice and Public Hearing for Substantial Amendments

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

1. There will be advance notice of the availability of a proposed Substantial Amendment 30 days before there is a public hearing.
2. A detailed written description of the proposed Substantial Amendment will be made available to the public. Also, copies will be available at the locations indicated earlier in this Citizen Participation Plan under "Public Access to Information".
3. There will be a public hearing regarding the proposed Substantial Amendment conducted by the City Council. This public hearing will not take place until the public has had 30 days to review the proposed Substantial Amendment.
4. The public hearing will be held no sooner than two weeks prior to submission to HUD.
5. In preparing the Final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Substantial Amendment will have a section that presents all comments and explains why any comments were not accepted.

E. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Every year the City must send into HUD a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days of the close of the program year. In

general, the CAPER must describe how funds were actually used and the extent to which these funds were used for activities that benefited low- and moderate-income people.

Public Notice and Public Hearing for Consolidated Annual Performance and Evaluation Report (CAPER)

There must be reasonable notice that the Consolidated Annual Performance and Evaluation Report (CAPER) is available so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for the CAPER:

1. There will be advance notice of the availability of the CAPER two weeks in advance.
2. A complete copy of the CAPER will be made available to the public at the locations indicated earlier in the Citizen Participation Plan under "Public Access to Information".
3. The public will have a minimum of 15 days to review and provide comments on the CAPER.
4. In preparing the CAPER for submission to HUD, careful consideration will be given to all comments and views expressed by the public. The CAPER sent to HUD will have a section that presents all comments and explains why any comments were not accepted.

Contents of the CAPER

The CAPER provides details on the actions taken by the City during the previous program year and accomplishments completed during the year. Accomplishments include the number of low- and moderate-income persons served and the ethnicity of those individuals. Also provided are expenditures taken during the year and funds spent undertaking each activity.

COMPLAINT PROCEDURES

Comments, suggestions or complaints may be addressed to the Economic Development Department as follows:

City of Moreno Valley
Economic Development Department
Attention: Neighborhood Preservation Division
14177 Frederick Street, P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-34507

All written complaints from the public will receive a meaningful written response within 15 working days after receipt.

CHANGES TO THE CITIZEN PARTICIPATION PLAN

The Citizen Participation Plan can be changed only after the public has been notified of the intent to modify it, and only after the public has had a reasonable chance to review and comment on proposed substantial changes to it.

ATTACHMENT E

COMMUNITY NEEDS ASSESSMENT MEETING

Conference & Recreation Center
November 17, 2010
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Isa Rojas, Management Analyst

Community members present at the meeting:

- Lyn Garcia, Community Action Partnership of Riverside County
- Debra Jackson, Community Action Partnership of Riverside County
- Craig Redelsperger, 211 Riverside County
- Deborah Sutton, CASA – Court Advocates Program (for Foster Youth)

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues. The reference materials packet was reviewed with attendees.

The following is a summary of needs assessment comments made by meeting attendees:

- It was suggested that future funding consideration go toward foster youth services since there is a substantial need. A detailed discussion centered around the high population of kids in the foster care system, the high number of group homes in Moreno Valley (it was commented that the City has the highest number in the County), and the lack of quality foster parents.

- It was commented that with the economy struggling and the high unemployment, new groups of individuals are seeking assistance for the very first time. It was shared that consequently, telephone referral services to members of the community have increased by 38% with the majority of callers requesting help with utilities and housing.

- There was a recommendation that funding should be directed at addressing the increased demand in certain service areas. It was shared that community members are being turned away at certain service provider organizations, such as food banks -which no longer are receiving donations at the level they were in the past. Emergency services and utility services are in extremely high demand.

- The need for support toward local youth programs, including job training was discussed, as was the need for programs that assist 'special needs' populations (elderly, disabled).

- The need for affordable, safe, childcare in our community was noted, particularly with State budget cuts no longer providing subsidies or licensing.

COMMUNITY NEEDS ASSESSMENT MEETING
Community Senior Center
December 2, 2010
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:
Donna Moeller, Housing Program Specialist
Isa Rojas, Management Analyst

Community members present at the meeting:

- Robin Goins, Smooth Transition, Inc.
- Monica Lopez, Fair Housing Program Manager with the Fair Housing Council of Riverside County
- Sheena Wright, Foreclosure Prevention/Loss Mitigation Specialist, Fair Housing Council of Riverside County

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues. The reference materials packet was reviewed with attendees.

The following is a summary of needs assessment comments made by meeting attendees:

- It was reported that fair housing issues continue to rise in Moreno Valley. With many homeowners having have lost their homes and now being required to rent, tenant-landlord mediation has spiked. Evictions and repair issues are high, and fair housing discrimination cases involving disabled persons have increased 42%.

- The need for loss mitigation counseling continues especially for repeat services for homeowners with modifications who's employment situation keeps changing. It was also noted that predatory lending and foreclosure prevention scams continue to be prevalent in Moreno Valley.

- With the economy still struggling, it was reported that many Fair Housing clients were in need of rental and utility assistance.

- The Fair Housing Council continues to receive requests for, and to provide, First Time Homebuyer education.

- The need for community education was emphasized particularly life skills education and job training for 'at risk' populations such as emancipated youth. It was a consensus that education is key in preventing future hardships for these individuals.

COMMUNITY NEEDS ASSESSMENT COMMENTS (CONTINUED)

The following is a summary of needs assessment comments made by persons who were unable to attend the meetings but submitted their comments by phone or e-mail:

Community members:

- Judy Neiburger, representing Friends of the Senior Center- MoVan
- Carolyn Sherman, Assistance League of Riverside

- Moreno Valley continues to have a big demand for low cost elderly transportation. It was stated that the MoVan program is ideal for persons on a fixed income and provided for ridership at 1/12 of the cost of other local transportation.

- Special attention was recommended be paid to the increase in homelessness in the community. It was felt that support for services (particularly food) is needed this upcoming funding year.

- It was reported that the Assistance League assisted more needy children with school clothes, backpacks and hygiene kits than ever before. With the recession affecting our local area more severely than the rest of the nation, the need is expected to continue.

MORENO VALLEY
WHERE DREAMS SOAR

CITY OF MORENO VALLEY
ECONOMIC DEVELOPMENT DEPARTMENT
NEIGHBORHOOD PRESERVATION DIVISION

Community Development Block Grant
"Subrecipient Monitoring Form"

GENERAL INFORMATION:

Interviewer:_____

Interviewer:_____

Project Name: _____

Location:_____

Agency:_____

Project Began:_____

Project Ended:_____

Date:_____

Name(s) and Title(s) of Person(s) Interviewed:

CDBG REGULATIONS

1. What efforts has the Subrecipient made to ensure that employees understand applicable CDBG program requirements?

2. Does the Subrecipient maintain adequate records to comply with CDBG program requirements, including records retention? *(circle one)* Yes No

3. Comments:

INTERNAL CONTROLS

1. Has the Subrecipient ensured that financial management systems are maintained in accordance with 24 CFR, Part 85.20(b), as applicable? *(circle one)* Yes No

   If yes, what are the financial management standards?

2. If Subrecipient employees work on both CDBG-eligible and non-CDBG eligible activities, what system does the Subrecipient have in place to ensure that appropriate time distribution records are kept?

3. Is the Subrecipient in compliance with the procurement and/or subcontracting requirements of 24 CFR, Part 85.36, as applicable? *(circle one)* Yes No

4. Does the Subrecipient significantly review for evidence of conflicts of interest either between the Subrecipient and the employees or between the Subrecipient and its contractors (such as obtaining information on background of staff or board directors and seeking specific assurances from contractors, vendors, and suppliers)? *(circle one)* Yes No

SUBRECIPIENT AGREEMENT (24 CFR, PART 570.503)

1. Does the "Scope of Services" contain a description of the types and amounts of services or products that will result from use of CDBG funds in sufficient detail to allow for effective monitoring? *(circle one)* Yes No

   Give examples of any deficiencies found:

2. Is a deadline designated for accomplishment of each of the major services or projects identified in the "Scope of Services" (reference 24 CFR, Part 570.503(b)(1))? *(circle one)* Yes No

   Give examples of any deficiencies found:

3. Are the costs for carrying out the "Scope of Services" presented in sufficient detail to provide an adequate base for comparison of planned and actual performance (reference 24 CFR, Part 570.403(b)(1))? *(circle one)* Yes No

   Describe any deficiencies:

4. Are the documents presented and required of the Subrecipient in order to receive payment of CDBG funds adequate to ensure that payments are eligible and reasonable in relation to actual performance and that funds are not being requested in excess of immediate needs? *(circle one)* Yes No

   If not, please explain:

5. Where special documentation is required by the contract or project activity type such as but not limited to, necessary or appropriate determinations, or lead-based paint, is such documentation being maintained by the Subrecipient? *(circle one)* Yes No

   If not, what is lacking?

6. Where special income documentation is required by the contract or project activity type, is such documentation being maintained by the Subrecipient? *(circle one)* Yes No

   Indicate type of verification required:

7. Are current income limits being utilized for the program? *(circle one)* Yes No

8. Does the Agreement specify that program income is to be retained by the Subrecipient? *(circle one)* Yes No

   If yes, what provisions are made to ensure that such income is recorded and reported, and that it will be used in accordance with CDBG regulations?

9. Has Subrecipient been informed of requirement to submit an annual audit of City funded portion for the program per the CDBG Agreement? Audit shall be performed by a Certified Public Accountant or other independent auditor. *(circle one)* Yes No

REPORTING

1. Does the Subrecipient submit reports such as progress or financial reports on a timely and periodic basis (reference 24 CFR, Part 570.503(b)(2))? *(circle one)* Yes No

   If yes, please describe:

2. How frequently are these reports required to be submitted?

3. Has Subrecipient submitted written reports and is the information submitted sufficient to assess Subrecipient performance against the specifications in the "Scope of Services"? *(circle one)* Yes No

   If not, please explain:

4. Is the reported data verified by the City? *(circle one)* Yes No

   If yes, how does the recipient verify actual beneficiaries of a project?

PROGRAM INCOME MONITORING

1. How does the Subrecipient keep track of generated program income and ensure accurate reporting?

2. Has the Subrecipient established revenue accounts to record program income?

3. If program income is retained by Subrecipient, does the Subrecipient check to determine that:

   a. Program income is being used before new grant funds are requested?

   b. Such income is being used in accordance with CDBG rules and regulations?

ON-SITE REVIEW OF SUBRECIPIENTS BY CITY

1. Did a representative from the City of Moreno Valley monitor this Subrecipient on site? *(circle one)* Yes No

2. Based on this review, does there appear to be any significant differences between actual performance and the reported performance submitted to the City? *(circle one)* Yes No

   If yes, please describe:

3. In reviewing the activities and costs charged by the Subrecipient to the CDBG program, are there any costs that appear clearly unreasonable? *(circle one)* Yes No

4. Are there any expenditures that warrant further review? *(circle one)* Yes No
   If yes, please explain:

SUMMARY

1. Is it evident that the Subrecipient is adequately managing and monitoring its activities? *(circle one)* Yes No

   If not, try to identify the apparent causes of the problem(s). What action is recommended? Does the Subrecipient need additional technical assistance in any particular area? Are there elements of the Sub-recipients management system that are particularly successful? Please note below any general observations, positive and/or negative, which would contribute to a determination as to whether the Subrecipient has an adequate management and monitoring system in place to ensure compliance with regulations and accomplishment of goals and objectives.

FINDINGS:

CONCERNS:

RECOMMENDED ACTIONS:

POSITIVE OBSERVATIONS:

_____ _____
Signature of Reviewer Date

_____
Name and Title

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MV00105869

ATTACHMENT E - CDBG PROPOSED PROGRAMS

CDBG - FY 2011/12 - Total Anticipated Funding $1,621,245 plus project savings of $412,830* = $2,034,075

	ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation
A.	ADMINISTRATION (20% CAP - $324,249)				
0	Administrative Staffing	$338,869		$294,249	
1	Fair Housing Council of Riverside County - Fair Housing Program	$49,453		$30,000	
	Subtotal	$388,322		$324,249	
B.	PUBLIC SERVICES (15% CAP - $243,186)				
2	Community Foreclosure Prevention Workshops	$44,000	$30,000	$28,500	
3	Community Assistance Program (CAP) Food Program	$30,600	$34,220	$29,070	
4	Friends of the Moreno Valley Senior Center (MoVan) Transportation	$30,000	$30,000	$28,500	
5	Problem Orienting Community Policing (POP) Team	$28,241	na	$0	
6	Fair Housing Council of Riv County - Foreclosure Prevention Program	$25,000	$25,000	$20,708	
7	Fair Housing Council of Riv County - Landlord Tenant Mediation Program	na	$15,000	$14,250	
8	Lutheran Social Services (MARB) Homeless Shelter	$15,000	$21,104	$14,250	
9	Path of Life Transitional Family Shelter (MARB)	$15,000	$30,000	$14,250	
10	PW Enhancement Center - Emergency Services Outreach	$15,000	$32,000	$14,250	
11	Neighborhood Clean-ups	$15,000	$15,000	$14,250	
12	Assistance League/Operation School Bell - Clothes/School Supplies	$10,000	$15,000	$9,500	
13	CASA for Riverside County Foster Youth Program	$10,000	$32,535	$9,500	
14	God's Helping Hand Ministries - Food Bank	$9,000	$10,000	$8,550	
15	Operation Safehouse Shelter for Youth	$8,000	$8,000	$7,600	
16	Alternatives to Domestic Violence Emergency Shelter & Services	$7,500	$15,000	$7,125	
17	Riverside Area Rape Crisis Center - Child Abuse Prevention Program	$7,500	$7,500	$7,125	
18	Moreno Valley Community Educators - Tutoring Program	$6,400	na	$0	
19	ARC of Riverside - Disabled Adult Day Care Facility	$5,000	$20,000	$5,000	
20	Salvation Army -Food Program	$5,000	$10,900	$5,000	
21	Catholic Charities - Case Worker	na	$35,000	$0	
22	MVUSD High School Intervention Program	na	$10,500	$0	
23	Smooth Transition Literacy/Job Readiness/Life Skills Trng.	na	$48,872	$0	
24	CVHC - Afterschool/Computer Program	na	$10,000	$0	
25	ReNu Hope Foundation - Pre School Bldg. Improvements	na	$19,413	$0	
26	Volunteer Ctr. '211' Telephone Referral Service	$5,000	$20,000	$5,000	
27	Volunteer Ctr. Rent Gaurantee Program	na	$63,000	$0	
28	Alpha & Assoc. - Reclaiming Youth Intervention Program	na	$50,000	$0	
29	MCL Music Changing Lives - Youth Intervention /Music Program	na	$150,000	$0	
30	Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	$50,000	$0	
31	Leading Our World - Help the Streets Outreach Program	na	$1,105,000	$0	
	Subtotal	$291,241	$1,913,044	$242,428	
C.	PUBLIC FACILITIES & IMPROVEMENTS				
32	Street Improvement Project	na	$650,000	$650,000	
	Subtotal	$0	$650,000	$650,000	
D.	REHABILITATION				
33	Habitat for Humanity	$10,000	$10,000	$10,000	
	Subtotal	$10,000	$10,000	$10,000	
E.	CODE ENFORCEMENT				
34	Code & Neighborhood Enforcement Program (CDBG Target Areas)	$263,390	$263,390	$263,390	
35	Code Enforcement - Foreclosure 'Strike Team'	$103,017	$103,017	$103,017	
	Subtotal	$366,407	$366,407	$366,407	
F	ECONOMIC DEVELOPMENT				
37	MV New Business Incentive Program	$540,000	$525,000	$220,987	
38	Employment Resource Center	$145,641	$120,000	$120,000	
40	Youth Opportunity Center	$50,000	$25,000	$25,000	
41	Family Service Assoc. Meal Program Facilities	$50,000	$50,000	$25,000	
42	Small Business Development Center	$50,000	$50,000	$50,000	
	Subtotal	$835,641	$770,000	$440,987	
	GRAND TOTAL	$1,891,611	$3,699,451	$2,034,071	

※ New applicants ⊠ Organization serving homeless population × Recommended funding changes over previous year

* Anticipated funding based on 16.5 % reducation of last years actual allocation + past years project savings of $412,830. BY LAW Project savings CANNOT be applied to Public Services. Public Services are capped at 15% of annual grant.

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MV00105871

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00105873

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: May 10, 2011 (continued from April 12, 2011)

TITLE: Resolution Regarding the Liberty Quarry

RECOMMENDED ACTION

Staff recommends that the City Council discuss and consider adopting Resolution No. 2011-31 regarding the Liberty Quarry.

BACKGROUND

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. The proposed project would help meet the current and projected demand for construction aggregates in the Temecula-Murrieta area, southwestern Riverside County, and northern San Diego County by providing reliable, high-quality, aggregate products at a maximum permitted production level of 5 million tons per year for a maximum of 75 years. The operations at Liberty Quarry would involve hard rock extraction and crushing, material processing and product production, and truck transport of quarry products to customers.

The proposed site is located within Riverside County at the border to San Diego County, west of I-15, and comprises 414 acres. One hundred fifty-five acres are proposed for the quarry area and associated support operations, 9 acres would be used for an access road and utility pad, and 250 acres would remain as undisturbed open space and would serve as buffers to adjacent properties. The proposed project would include construction of a crushed rock processing plant and associated facilities. The project would also include construction of an additional lane at the southbound I-15 off-ramp at Rainbow Valley Boulevard to accommodate traffic entering the site from the north.

According to the environmental impact report released by Riverside County, in addition to the processing plant and support facilities, the project would include the following specific design features that avoid or reduce potential impacts:

- Open space areas and buffers
- Reclamation plan suitable for habitat open space
- Enclosed equipment to reduce dust and odors
- Low-profile installation, onsite setbacks, and a landscaped berm to limit noise and views
- Water reuse to conserve water resources

Additionally, reclamation activities would be conducted during all phases of development of the Proposed Project, and the post-reclamation end use would be suitable for habitat open space.

In July, 2009, the County of Riverside released the Draft Environmental Impact Report (DEIR) for this project, which assessed potentially significant impacts related to the environment. The DEIR determined that there would be no adverse impact to mineral resources and less than significant impacts with implementation of mitigation measures, design considerations and/or compliance with standard regulations for the following issue areas: aesthetics and light, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, utilities and service systems, and vibration. The DEIR did determine that the proposed project would result in "significant and unavoidable impacts" to air quality and traffic/transportation, which cannot be mitigated to below a level of significance. However it also indicated that those impacts would occur without the project due to diesel trucks traveling long distances to haul aggregate if the quarry is not constructed. As stated in the proposed resolution of support, aggregate supply facilities in Banning, Palm Springs, and Indio currently truck aggregate through the City of Moreno Valley and neighboring communities to meet the needs of Southwest Riverside County and northern San Diego because of a lack of local aggregate. Presumably this traffic would be less frequent if these areas were served by a quarry located closer to that region.

The Draft EIR was circulated for 120 days for review for the period from July 20, 2009 through November 23, 2009 (the review period was extended from the original 60 days to 120 days per public requests) and 232 comment letters and emails were submitted. The Final Environmental Impact Report was released by the County on March 24, 2011 and included no major changes to the Draft EIR.

DISCUSSION

The proposed resolution was placed on the agenda at the direction of members of the City Council. Similar resolutions of support have been adopted by the cities of Banning, Beaumont, and Eastvale. Granite Construction lists among the supporters of the project the Greater Riverside Chambers of Commerce, Moreno Valley Chamber of Commerce, Inland Empire Economic Partnership and the Riverside Building Industry Association.

Proponents of the project cite the need to increase aggregate reserves. According to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years; the California Department of Conservation reports that Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining. California State Geologist John Parrish has stated that increasing demands for a dwindling supply of construction grade aggregates as California's population grows will result in higher market prices for aggregate commodities. This could result in higher project costs for all types of construction.

The City of Temecula passed a resolution opposing the project on March 8, 2011. Temecula's resolution states that the project is incompatible with County development, zoning, and land use standards, as well as the Multiple Species Habitat Conservation Plan, and should be prohibited. The Temecula resolution also states that the project will degrade air quality, increase traffic and negatively impact the economy and that the Draft EIR is "fundamentally misleading and incomplete." On April 12, 2011 City of Temecula Mayor Ron Roberts forwarded a letter to the City Council asking that they not support this project (a copy of the letter is included as Attachment B). Opponents of the Liberty Quarry project include a group of residents from Rainbow, Fallbrook and Southwest Riverside County called "Save our Southwest Hills"; the group's website includes a list of nearly 500 businesses and organizations opposed to the quarry project.

ALTERNATIVES

1) Approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

2) Not approve the attached resolution in support of the need for and benefits of the Liberty Quarry.

3) Direct staff to prepare a different resolution regarding the Liberty Quarry.

4) Take no official position with regard to the Liberty Quarry.

FISCAL IMPACT

The proposed resolution will have no fiscal impact to the City.

SUMMARY

Granite Construction Incorporated has proposed the Liberty Quarry project in Southwest Riverside County to address the need for construction grade aggregate resources in Southern California. A proposed resolution in support of the need for and benefits of the Liberty Quarry project was placed on the agenda at the direction of members of the City Council.

COUNCIL GOALS

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

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

ATTACHMENTS/EXHIBITS

Attachment A: Resolution No. 2011-31 in support of the need for and benefits of Liberty Quarry.

Attachment B: April 12, 2011 Letter from Temecula Mayor Ron Roberts

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

MV00105877

RESOLUTION NO. 2011-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, IN SUPPORT OF THE NEED FOR AND BENEFITS OF LIBERTY QUARRY

WHEREAS, access to high quality, affordable construction materials geographically near major transportation corridors is critical to address sustainable growth and development throughout California; and

WHEREAS, California is facing a critical shortage of aggregate materials and reserves that is both substantial and immediate; and

WHEREAS, according to the California Geological Survey, at the current rate of production the state's permitted aggregate reserves will be exhausted in about 30 years, and according to the California Department of Conservation, Western Riverside County currently has less than 16 years of permitted aggregate reserves remaining; and

WHEREAS, the Liberty Quarry could produce up to 5 million tons per year of aggregate, concrete and asphalt and could supply all of the Southwestern portions of Riverside County with enough aggregate for its needs for the next 75 years; and

WHEREAS, a local quarry project such as Liberty Quarry would contribute $300 million in new sales tax revenue, $41 million in new property taxes and fees and $2.2 million in Riverside County taxes annually; and

WHEREAS, the proposed quarry would provide jobs for residents in Southwest Riverside County as well as generate numerous indirect jobs in other parts of Riverside County; and

WHEREAS, aggregate supply facilities in Banning, Palm Springs, and Indio currently truck aggregate through the City of Moreno Valley and neighboring communities to meet the needs of Southwest Riverside County and northern San Diego because of a lack of local aggregate; and

WHEREAS, the proposed Liberty Quarry in Southwest Riverside County would provide these markets with a local source of aggregate and take hundreds of aggregate-hauling trucks off of State Route 60 and Interstate 215.

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

1. That Moreno Valley supports efforts to make available additional aggregate resources nearby major transportation corridors to reduce the impacts of and increased costs related to importing material long distances.

2. Presuming completion of required environmental review and analysis and mitigation of impacts as directed by Riverside County, Moreno Valley supports the Liberty Quarry project and encourages the County to work closely with the other stakeholders in the region and area to ensure that this important facility is permitted and developed for the benefit of all citizens of Riverside County.

APPROVED AND ADOPTED this 10th day of May, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

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MV00105881

Rec'd @ Regular CC mtg April 12, 2011 from Betsy Lowrey City of Temecula Planning dept.

City of Temecula

41000 Main Street • Temecula, CA 92590 • Mailing Address: PO. Box 9033 • Temecula, CA 92589-9033
(951) 694-6410 • Fax (951) 694-6499 • www.cityofTemecula.org

Ronald H. Roberts
Mayor

Chuck Washington
Mayor Pro-Tem

Jeff Comerchero
Council Member

Maryann Edwards
Council Member

Michael S. Naggar
Council Member

951-506-5100
FAX 951-694-6499

April 12, 2011

Honorable Richard A. Stewart, Mayor
City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805

Dear Mayor Stewart and Council Members:

The City of Temecula understands that the City of Moreno Valley is considering a Resolution in support of the proposed Liberty Quarry project, adjacent to the Santa Margarita Ecological Reserve, at the City of Temecula's southern boundaries. The City of Temecula and its expert consultants have thoroughly reviewed the Environmental Impact Report (EIR) prepared for Liberty Quarry and have commented extensively on the analyses contained within the Environmental Impact Report. Specific to the City of Moreno Valley's concerns described in its proposed Resolution regarding traffic, aggregate and economic benefits, we offer the following information:

Traffic

Any representation that truck traffic will be displaced or reduced through Moreno Valley by Liberty Quarry, or that the proposed Liberty Quarry would take hundreds of aggregate-hauling trucks off of State Route 60 and Interstate 215 is wholly unsubstantiated and not supported by the Liberty Quarry Environmental Impact Report (EIR). To the contrary, the County of Riverside has concluded Liberty Quarry will increase traffic and congestion, not decrease traffic and congestion anywhere in the County including Moreno Valley. The County of Riverside in fact ultimately determined that the report prepared by Granite Construction's consultant upon which makes the claim of reduced or displaced trucks (Appendix K-1 of the EIR) should not be used in any traffic determination within the EIR.

Aggregate

Granite Construction fails to disclose, in its efforts to advocate that there is a "critical" shortage of aggregate, that there is an abundance of high quality aggregate resources widely available throughout all of Southern California. Resources are the total amount of construction aggregate materials that exist naturally in the ground. Neither Riverside County nor San Diego County lack construction aggregate resources as evidenced by the 5.7 billion tons of aggregate identified by the Department of Conservation in Special Report 153 for San Diego County alone. Moreover, there are vast areas throughout the region that have

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Attachment B

aggregate resources not even yet identified by the California Geological Survey that could be mined which could conservatively exceed 10 times the amount of land already identified. Indeed Riverside County has more aggregate mines than any other County in California. The Liberty Quarry proposed site is not unique in its geological conditions. In fact, the geology throughout Riverside and San Diego Counties contains the same geologic resources for mining aggregate and could provide enormous amounts of high quality aggregate, yet not at such an environmentally sensitive location as the proposed Liberty Quarry site. As released in January 2011, a 120 page comprehensive San Diego Region Aggregate Supply Study, written by the San Diego Association of Governments (SANDAG) and CALTRANS, and reviewed by a panel of 50 experts, including Gary Nolan from Granite Construction, confirmed that, "San Diego has ample sources of the necessary rock types to meet the anticipated future aggregate demand." The Report confirms what SANDAG has asserted for many years that "San Diego County is very rich in its own aggregate resources." Since Granite Construction plans to haul 70 percent of the aggregate to San Diego County, and San Diego County is abundantly rich in its aggregate resources, it makes best sense to locate Liberty Quarry in San Diego County where SANDAG has identified more than 90,000 acres appropriate for the high quality aggregate to meet San Diego's demands.

Benefits

The economic benefit analysis presented by Granite Construction provides no evaluation of the costs associated with the substantial negative impacts of a quarry. A more balanced economic report would include an evaluation of the benefits weighed against the costs of the negative impacts associated with one of the largest open pit gravel mines in the United States located at one of the most highly environmentally sensitive areas of the Southwest Riverside County region. The proposed Liberty Quarry project comes at the expense of hundreds of thousands Riverside County residents.

The City of Temecula respectfully requests that the City of Moreno Valley does not support the Liberty Quarry project.

Sincerely,

Ron Roberts
Mayor

cc: Riverside County Supervisor Bob Buster, Chairman, District 1
Riverside County Supervisor John Tavaglione, Vice-Chairman, District 2
Riverside County Supervisor Jeff Stone, District 3
Riverside County Supervisor John Benoit, District 4
Riverside County Supervisor Marion Ashley, District 5

Riverside County Planning Commissioner John Roth, Chairman, District 1
Riverside County Planning Commissioner John Snell, Vice-Chairman, District 2
Riverside County Planning Commissioner John Petty, District 3
Riverside County Planning Commissioner Jim Porras, District 4
Riverside County Planning Commissioner Jan Zuppardo, District 5

City of Temecula Mayor Pro-Tem Chuck Washington
City of Temecula Council Member Mike Naggar
City of Temecula Council Member Maryann Edwards
City of Temecula Council Member Jeff Comerchero
Shawn Nelson, City Manager

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MV00105885

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 10, 2011

TITLE: APPROVAL OF ERP SYSTEM REPLACEMENT PROJECT BUDGET AND FUNDING PLAN; AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT WITH NEW WORLD SYSTEMS

RECOMMENDED ACTION

The Finance Subcommittee recommends that the City Council take the following actions:

1. Approve the ERP System Replacement Project Budget and Funding Plan in the amount of $1,999,060; and

2. Authorize the City Manager to execute a contract and purchase order with New World Systems (NWS) for a one-time project cost not-to-exceed $1,322,490 and annual maintenance according to the not-to-exceed schedule below:

Year 1 maintenance	No Charge
Year 2 maintenance	$164,640
Year 3 maintenance	$174,930
Year 4 maintenance	$185,220
Year 5 maintenance	$195,510
Year 6 maintenance	$205,800

BACKGROUND

The City's current Enterprise Resource Planning (ERP) system, *OneWorld*, was developed by J.D. Edwards and successfully implemented by the City in 1999. While the system has been a reliable performer, announcements marking the end of support for *OneWorld* and advancements in the ERP software sector have caused the City to seek a replacement system. In 2003, J.D. Edwards was acquired by PeopleSoft Inc.;

then in 2005, PeopleSoft was acquired by the Oracle Corporation. Oracle's support for *OneWorld* is not consistent, their vision for the *OneWorld* product is ambiguous, not focused on the government sector, and costly upgrades will be required in order to maintain Oracle's support. Therefore, it is in the City's best interest to find a replacement system for *OneWorld*.

Starting in November 2005 staff undertook a rigorous 24 month process to select a replacement ERP system. The various steps in the process are described below:

- Preparation and issuance of a Request for Proposals (RFP);
- Proposal evaluation;
- Two-day product demonstrations for each of four (4) short-listed vendors;
- Two-day software demonstrations for each of two (2) finalists;
- Comprehensive telephone reference checks with multiple agencies for the two finalists;
- Site visits to evaluate the two finalists' products in a "live" operating environment and to discuss implementation issues with the applicable agencies;
- Corporate visits to the two finalists' headquarters offices to assess the companies' corporate culture, product development, implementation services, technical support, and commitment to customer service;
- Preparation and issuance of a "gap analysis" to give the two finalists an opportunity to address software functionality issues ("gaps") identified by the City and to provide updated pricing.
- Evaluation of responses to "gap analysis" and final pricing.

The City's current Permitting/Community Development system, *Permits Plus*, was developed by Sierra Computer Systems and successfully implemented by the City in 1985. In 1999, Sierra Computer Systems merged with OpenData Systems and the new company was named Accela. While the system has been a reliable performer, Accela has diverted the majority of its development resources to another permitting application, *Accela Automation*, and has actively encouraging customers to implement various versions of the newer product for the past 10 years. *Permits Plus*, along with two other permitting solutions acquired by Accela, are no longer included in Accela's list of available products.

Accela's decision to strategically focus on *Accela Automation* instead of *Permits Plus* has made its support and development very difficult. *Permits Plus* no longer receives product enhancements; this has made integration with our Geographic Information System (GIS) very problematic. There is no existing or planned web-based version of *Permits Plus* which makes modernizing our systems impossible. *Permits Plus* support for the City's use of wireless technologies and digital photos has limitations that the City would like to push beyond, but cannot. Attempts to integrate *Permits Plus* with other systems, particularly the Cashiering and Business Licensing systems, has resulted in many frustrations and required work-arounds that have been less than satisfactory. Additionally, multiple corporate mergers has left Accela with many customer issues surrounding its support while the annual support costs increase at a rate that outpaces all other City systems. All these factors have caused the City to seek a replacement system.

Accumulated depreciation on the *OneWorld* and *Permits Plus* systems is available to purchase and implement a replacement ERP system that encompasses all the features of both the ERP and Community Development systems.

Following this extensive evaluation process, staff has selected New World Systems as the vendor best able to meet the City's long-term needs for an ERP system. Key factors involved in this decision were technology and strategic direction, product functionality, reporting services, and total cost of ownership.

New World Systems (NWS), founded in 1981, is based in Troy, Michigan, with regional offices in 18 states including California. NWS is dedicated to providing software solutions for the public sector, including applications for public safety, court management, and overall public administration. The City is proposing to implement NWS's *Logos.NET* suite of applications, which includes human resources, payroll, budgeting, accounting, purchasing, asset management, project accounting, and employee self-service. Additionally, the agreement gives the City the option to implement NWS's Community Development suite after the completion of the ERP project, contingent on a review and approval of current functionality.

DISCUSSION

Contract negotiations with NWS began on November 28, 2007 but were suspended in December 2007 by the City Manager at the report of an impending financial recession. Over 3 years have passed and it is important that the City address the *OneWorld* end-of-support issues before the ERP system reaches the point of not being supported. It is staff's intent to conclude negotiations and execute a contract by May 10, 2011 to realize the maximum discounts offered by NWS, and so that the project can commence this year. The maximum amount to be expended under the contract, exclusive of any change orders, will be $1,322,490 for one-time project cost plus annual maintenance of $164,640 starting in year 2 of the project and ending at $205,800 in year 6.

Although it has been 3 years and 5 months since the City suspended the project, the RFP process has continued and remains valid, resulting in a competitive bid. The RFP process has remained valid because negotiations have continued since the project was suspended. It has remained the intent of both the City and NWS that negotiations be successfully concluded. Negotiations started in November 2007 with substantive milestones being reached during August 2009, October 2009, October 2010, December 2010, and March 2011. During this time, staff has also monitored the ERP market for changes in other ERP offerings that would warrant reissuing the RFP; no such changes in the ERP market have been found.

It is also noteworthy that the City does not have the necessary lead-time to repeat the RFP process and implement the selected solution before *OneWorld* has reached its end-of-support date. Staff required 24 months with an inter-departmental committee to select the replacement ERP system; budgets for another RFP process do not exist; and the Financial, Payroll and Human Resources (HR) portions of the implementation project are scheduled to take 12 months. With *OneWorld* support ending in December 2013 there is not sufficient time to initiate another competitive process. The City has delayed the ERP replacement project and its associated expenses as long as it can

afford and still implement a new system before the existing system is no longer supported.

Negotiation Progress

Since the initial negotiation in November 2007, staff has negotiated many concessions with NWS to the City's favor. NWS's initial offering to the City consisted of 450 user licenses, 1,200 implementation hours, and 36 modules at a cost of $1.2 million. That is an average cost of $2,705 per user license or $33,808 per module. Staff's negotiations have resulted in 600 user licenses, 1,320 implementation hours, and 59 modules at a cost of $1.3 million. That is an average cost of $2,204 per user license or $22,415 per module.

The additional 23 modules give the City significantly more features in the ERP that will allow staff to be productive even though staff layoffs are planned. The areas of added features include: Finance, Payroll, and HR Business Analytics; Permitting; Code Enforcement, Municipal Inspections; Work Orders; GIS integration; and online access to records for staff and vendors. These additional features were negotiated specifically to enhance staff productivity during a time of declining staff; a reduced workforce cannot maintain current service levels with *OneWorld*.

Project Schedule

The ERP system implementation is expected to begin in October 2011 and last approximately 18 months. It will consist of three separate phases: Phase 1 – Core Financials; Phase 2 – Human Resources and Payroll; and Phase 3 – Community Development. The following is an overview of the project schedule:

Timeframe	Activity/Application
October 2011 – January 2012	Finalize project staffing assignments and revise the City's Chart of Accounts
January – June, 2012	Business Process Review for Core Financial Applications Implement Phase1 – Core Financials Business Process Review for Human Resources & Payroll
July – December, 2012	Implement Phase 2 - Human Resources & Payroll Business Process Review for Community Development
January – June, 2013	Implement Phase 3 – Community Development (subject to a functional review and approval)

Project Budget

Total funding requested for the ERP replacement system project is $1,999,060 as itemized below:

• NWS One-Time Project Cost (not-to-exceed)		$1,322,490
○ Application Software	$729,200	
○ Implementation Services	593,290	
• Staff Backfill		476,570
• Contingency (11%)		200,000
• Total		$1,999,060

Funding requested for staff backfill is needed to hire temporary assistance while project team members are working concentrated periods of time on the project and to fund any necessary acting pay. The project team members who will be assigned to the project will have assignments ranging from 6 to 12 months. Providing backfill for these staff members will be a critical component to the success of this project, particularly given the dramatic staffing reductions already implemented at the City and the additional reductions being planned.

Annual Maintenance

ERP systems, like all software systems, require annual maintenance agreements in order to continue using the system, to receive enhancements and fixes, and to enable support calls when problems arise. NWS prices annual maintenance at 16% of the standard application software cost with an automatic increase of 1% per year for 5 years. NWS has agreed to provide the first year of maintenance at no charge; the schedule for annual maintenance is shown below.

Year 1 maintenance	No Charge
Year 2 maintenance	$164,640
Year 3 maintenance	$174,930
Year 4 maintenance	$185,220
Year 5 maintenance	$195,510
Year 6 maintenance	$205,800

The City currently spends $297,892 per year on *OneWorld* and *Permits Plus* related annual maintenance and consultants; these costs will cease once these systems have been replaced. Thus this contract represents a savings in annual maintenance costs even at the end of the contract period.

ALTERNATIVES

1. Approve the ERP System Replacement Project Budget and Funding Plan.

2. Authorize the City Manager to execute a contract with New World Systems for one-time project cost not-to-exceed $1,322,490 and annual maintenance starting at $164,640.

3. Do not approve the ERP System Replacement Project Budget. ***This action would prevent replacement of the current ERP system, which has many functionality and support deficiencies, and whose developer has announced an end-of-life support date.***

4. Provide staff with further direction.

Staff recommends Alternative Nos. 1 and 2.

FISCAL IMPACT

Funding for the $1,999,060 ERP System Replacement project budget is available through the use of depreciation reserves and previously budgeted project funds, as follows:

• Reserves for depreciation (from current ERP system)	$828,966
• Reserves for depreciation (from current Permit system)	1,000,000
• Project Management funds remaining from original project	170,094
• Total project funding sources	$1,999,060

The $828,966 reserve for depreciation for the current *OneWorld* ERP system is available as a restricted cash source within the Technology Services internal service fund, and has been accumulating since the *OneWorld* system went live in 1999.

A total of $1 million was allocated in the FY 2005-06 Technology Services budget to replace the City's permitting system following completion of the ERP System Replacement Project. Because NWS has Community Development modules which can be purchased and co-developed more cost-effectively between the City and NWS than by purchasing a new third-party system, this $1 million can be contributed to the ERP System Replacement Project budget without negatively impacting the City's permitting system.

Due to the availability of the funding sources identified above, approval of the ERP System Replacement project budget will have no impact on the City's General Fund operating budget.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

Following an extensive evaluation process, staff has selected New World Systems (NWS) as the preferred vendor for a replacement ERP system through a competitively bid Request for Proposals (RFP) process. Contract negotiations began in November 2007 and have been ongoing since then. In order for the ERP System Replacement Project to commence in October and to maximize the City's discounts, it is recommended that the City Council approve the project budget of $1,999,060 and authorize the City Manager to execute a contract with NWS for a one-time project cost not-to-exceed of $1,322,490 and an annual maintenance budget starting in year 2 of the contract of $164,460. In addition to the NWS contract, components of the project budget will include staff backfill ($476,570), and 10% contingency ($200,000). The ERP system implementation is expected to begin in October 2011 and last approximately 18 months. It will consist of three separate phases: Phase 1 – Core Financials; Phase 2 – Human Resources and Payroll; and Phase 3 – Community Development.

The proposed ERP Replacement Project Budget and Funding Plan have been reviewed and are supported by the Finance Subcommittee.

ATTACHMENTS/EXHIBITS

Exhibit A – New World Systems Logos.NET Standard Software License and Services Agreement dated April 18, 2011

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00105893

New World Systems®
The Public Sector Software Company

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

April 18, 2011

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this **Agreement**") is between **New World Systems® Corporation** ("**New World**"), a Michigan Corporation and the **City of Moreno Valley, California,** ("**Customer**"). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.
The attached Exhibits include:

Exhibit AA.....	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B.....	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E.....	**DEMONSTRATION SITE DISCOUNT**
Exhibit F.....	**DATA FILE CONVERSION ASSISTANCE**
Exhibit G.....	**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
Exhibit H.....	**ESCROW OF SOFTWARE SOURCE CODE**
Exhibit I.....	**ACCEPTANCE TESTING**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____
Larry D. Leinweber, President

Date:_____

CITY OF MORENO VALLEY, CALIFORNIA
(Customer)

By: _____
Authorized Signature **Title**

By: _____
Authorized Signature **Title**

Date: _____

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

I. DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. *"Authorized Copies":*
   Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
   (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
   (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
2. *"An Authorized User/Workstation":*
   Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. *"Computer":*
   The .NET Server(s) to be located at:
   City of Moreno Valley
   14177 Frederick Street
   Moreno Valley, CA 92552
   Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. *"Confidential Information":*
   Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. *"Customer Liaison":*
   A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. *"Deficiency":*
   A failure of a deliverable or service or an omission or defect in a deliverable or service, which causes it not to conform to its specification. Also referred to as Error, Defect, or Malfunction which are synonymous with Deficiency.
7. *"Delivery of Licensed Standard Software":*
   Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. *"Development Software":*
   Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
9. *"Go Live":*
   The point at which a software system, module or update/upgrade is implemented into active and live operation mode.
10. *"Hourly Rate":*
    As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of $150/hour. The hourly rate is protected for 12 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.
11. *"Installation of Licensed Standard Software":*
    Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
    (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
    (b) thirty (30) days after delivery of the Licensed Standard Software.
12. *"Licensed Custom Software":*
    Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
13. *"Licensed Documentation":*
    New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
14. *"Licensed Products":*
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
15. *"Licensed Software":*
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
16. *"Licensed Standard Software":*
    The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
17. *"SSMA":*
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
18. *"Travel Expenses":*
    All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
19. *"Travel Time":*
    Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project.

20. *"Upgrades"*:
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to **New World's** requests for information;
(ii) coordinate a mutually agreeable implementation and training schedule;
(iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
(iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect.

SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 NON-RECRUITMENT OF PERSONNEL

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

(i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.

(ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;

(iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

9.4 If **Customer** receives a request for documents pursuant to the California Public Records Act relating to the Licensed Products, **Customer** shall notify **New World** of such request prior to disclosing the requested documents. Should **New World** object to the release of the requested records, **New World** must provide that objection to the **Customer** in writing within five (5) days and file any necessary action to prevent the disclosure of the requested records. **New World** is wholly responsible for

determining and defending what is confidential and acknowledges that **Customer** must timely respond to all Public Records Act requests within ten (10) days.

9.5 **New World** agrees that all data supplied by **Customer** to **New World** shall remain Confidential and shall be stored in a secure location for any purpose related to this **Agreement**. **Customer** data shall not be retained any longer than necessary and shall be deleted immediately upon completion of the task for which it was provided.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than $1,000,000 on account for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance

in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $1,000,000.

14.0 DISPUTE RESOLUTION PROCEDURE

14.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure.

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), the **Customer** shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than two face-to-face meetings, must be held between upper-level managers of both **Customer** and **New World**. Both parties agree to put forth their best efforts in these meetings. The meetings shall be held at **Customer's** offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, the **Customer** and **New World** shall enter into a mediation process. The mediation process is defined as follows:

Either party may commence mediation by providing to JAMS, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from a panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in joint mediation costs. Mediation will take place in the JAMS Dispute Resolution Center in Southern California. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by any mediator or JAMS employees or agents, are confidential, privileged and inadmissible for any purpose, in any litigation or other similar proceeding between the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in the United States District Court, Central District of California, Eastern Division so long as subject matter jurisdiction is met. In the event subject matter jurisdiction is not met, either party may bring suit in a court of appropriate jurisdiction. Each party shall bear the cost of their own legal expenses if Level 3 is used.

15.0 TERMINATION

15.1 **By Customer**: If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World**: If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement,** including but not limited to those outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

(i) The termination notice shall define the reason for termination;
(ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
(iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
(iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
(v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 PATENT AND TRADEMARK INDEMNIFICATION

New World agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement,** provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

17.0 NOTICES

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of California and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

	DESCRIPTION OF COST		COST
A.	LICENSED STANDARD SOFTWARE as further described in Exhibit A		$528,400
	1. Licensed Standard Software	$748,000	
	2. Less Demonstration Site Discount	(149,600)	
	3. Less Contract Signing Discount if Agreement is Executed by 5/10/11	(70,000)	
B.	IMPLEMENTATION SERVICES		421,900
	1. PROJECT MANAGEMENT as further described in Exhibit B		
	2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B		
	3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B		
	4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
	5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F		
	6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G		
C.	ESCROW OF SOFTWARE SOURCE CODE FEE		3,000
	1. Source Code Escrow as further described in Exhibit H		
D.	NEW WORLD SYSTEMS' EXECUTIVE CUSTOM CONFERENCE ATTENDANCE		1,890
	1. CONFERENCE ATTENDANCE as further described in Exhibit B		
	ONE TIME PROJECT COST:		**$955,190**
E.	TRAVEL EXPENSES (Estimate) – billed as incurred		$52,500
F.	STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C		
G.	SOURCE CODE ESCROW ANNUAL ADMINISTRATIVE FEE – as further described in Exhibit H		$1,000

PRICING ASSUMES CONTRACT EXECUTION BY MAY 10, 2011.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	DESCRIPTION OF PAYMENT		PAYMENT
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$528,400
	1. Amount invoiced upon Effective Date (30%)	$158,520	
	2. Amount invoiced upon delivery of each Licensed Standard Software (20%)	105,680	
	3. Amount due upon acceptance of the Financial Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (30%)	158,520	
	4. Amount due upon acceptance of the Human Resources Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (20%)	105,680	
B.	IMPLEMENTATION SERVICES		$421,900
	1. Amount invoiced upon Project Kickoff Meeting (22.5%)	$94,925	
	2. Amount invoiced upon delivery of the draft Project Implementation Plan (22.5%)	94,925	
	3. Amount invoiced upon acceptance of Financial Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (22.5%)	94,925	
	4. Amount invoiced upon acceptance of the Human Resources Management Base Suite as defined in Exhibit I, but no later than 365 days from Effective Date, whichever occurs first (22.5%)	94,925	
	5. Amount invoiced upon acceptance of project completion or 540 days after the Effective Date, whichever comes first (10%)	42,200	
C.	ESCROW OF SOFTWARE SOURCE CODE FEE		3,000
	1. Escrow One-time set-up fee – invoiced upon Effective Date	3,000	
D.	EXECUTIVE CUSTOMER CONFERENCE ATTENDANCE		1,890
	1. Amount invoiced on July 15, 2011 for the 2011 Conference	1,890	
	ONE TIME PAYMENTS		**$955,190**

E. TRAVEL EXPENSES (*Estimate) $52,500*

(These expenses are billed as incurred)

1. 35 trips are anticipated
2. Travel Time for the estimated 35 trips is not included in this estimate and will be billed as incurred.

F. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

G. SOURCE CODE ESCROW FEES

1. Annual Administrative Fee – first year invoiced upon Effective Date. Subsequent year's Annual Administrative Fees will not increase more than 5% over the previous year's Fee. $1,000

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE[1,2,3]		
ITEM	**DESCRIPTION**	**INVESTMENT**

FINANCIAL MANAGEMENT

1. **Logos.NET Financial Management Base Suite**
   - General Ledger
   - Budget Management
   - Annual Budget Preparation
   - Accounts Payable
   - Revenue/Cash Receipting
2. **Logos.NET Additional Financial Management Software**
   - Asset Management
   - Project Accounting
   - Misc. Billing & Receivables
   - Government (GASB) Reporting
   - Bank Reconciliation
   - Work Orders
3. **Expanded Revenue Collections**
   - 3rd Party Receivables Interface (Batch)
   - PC Cash Register Interface
4. **Logos.NET Procurement Management Suite**
   - Purchasing Base
   - Requisition Processing
   - Contract Accounting

SUB-TOTAL FINANCIAL MANAGEMENT MODULES $318,000

PAYROLL & HUMAN RESOURCES SUITE

5. **Logos.NET Human Resources Management Base Suite**
   - Payroll Processing
   - Personnel Management
   - Position Control
6. **Logos.NET Human Resources**
   - Employee Event Tracking
   - Personnel Action Processing
7. **Logos.NET Benefits Management**
   - Benefits Administration
   - Employee Retirement Tracking
8. **Logos.NET Additional Payroll & HR Modules**
   - Applicant Tracking
   - Position Budgeting
   - Benefit Tracking (Non-Employee)

SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES $228,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

eSUITE

9. **eSuite Base Software**
10. **eFinance**
    - eSupplier
11. **eHR**
    - eEmployee
    - eTimesheets
    - eBenefits Administration
    - eRecruit

SUB-TOTAL eSUITE SOFTWARE MODULES [illegible]

BUSINESS ANALYTICS

12. **Finance Analytics**
    - Includes 10+ users
13. **Human Resource/Payroll Analytics**
    - Includes 5-6 users

SUB-TOTAL BUSINESS ANALYTICS SOFTWARE MODULES [illegible]

AUTHORIZED USERS

14. **Site License for up to 600 Authorized Users** [4]

NEW WORLD STANDARD SOFTWARE LICENSE FEE	748,000
Demonstration Site Discount	(149,600)
Contract Signing Discount is Agreement is Executed by 5/10/11	(70,000)
TOTAL SOFTWARE LICENSE FEE [5,6]	**$528,400**

Note: A Site License is included for this solution. This Site License entitles the City of Moreno Valley, CA, to 600 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the City of Moreno Valley, CA.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*

[2] *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *Additional cost per group of 5 for authorized users is $5,000.*

[5] *Prices assume that all software proposed is licensed.*

[6] *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices for up to eighteen (18) months from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

LOGOS.NET STANDARD APPLICATION SOFTWARE [1,2,3]		
ITEM	**DESCRIPTION**	**INVESTMENT**

COMMUNITY DEVELOPMENT SUITE

1. **Logos.NET Community Development Software**
   - Business Licensing
   - Parcel Management
   - Permits
   - Municipal Inspections
   - Project Planning
   - Code Enforcement
   - Requests for Services Tracking
   - Special Assessments (development)
2. **Logos.NET Additional Community Development Modules**
   - GIS Integration [4]
     - Community Development
       - *Business Licensing (4 screens)*
       - *Parcel Management (7 screens)*
       - *Permits (2 screens)*
       - *Municipal Inspections (4 screens)*
       - *Code Enforcement (3 screens)*
       - *Requests for Services Tracking (1 screen)*
     - Financial Management
       - *Asset Management (2 screens)*
       - *Work Orders (1 screen)*

eSUITE

3. **eFinance**
   - ePayments
4. **eCommunity**
   - eParcels (development)
   - ePermits
   - eLicense
   - eRequest

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

BUSINESS ANALYTICS

5. **Community Development Analytics**
   - Includes 2 users

NEW WORLD STANDARD SOFTWARE LICENSE FEE	$281,000
Demonstration Site Discount	(56,200)
Contract Signing Discount if Agreement is Executed by 5/10/11	(25,000)
TOTAL SOFTWARE LICENSE FEE [5,6]	**$199,800**

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*

[2] *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*

[5] *Prices assume that all software proposed is licensed.*

[6] *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

a) a summary level Implementation Plan;
b) a detail level Implementation Plan;
c) revised Implementation Plans (if required);
d) monthly project status reports; and
e) project status meetings
- a project review (kickoff) meeting at **Customer's** location
- progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
- a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the Effective Date.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **1,020** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs. The recommended implementation and training support services include:

a) implementation of each package of Licensed Standard Software; and
b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Other Service Fees

Registration for two (2) Customer participants to the 2011 New World Systems' Executive Customer Conference to include two (2) nights stay at the Conference Hotel on specified conference dates, conference registration and meals. Participation does not include Customer's travel cost, local transportation cost or any other miscellaneous expense incurred by Customer. These fees are non-refundable and may not be used toward a conference other than those specified in payment terms.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

4. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

a) Bank Reconciliation
b) 3rd Party Receivables (Batch)

5. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

a) Hardware Quality Assurance Services (Standard) Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

6. Additional Services Available

Other **New World** services may be required or requested for the following:

a) additional software training;
b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of six (6) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);

b) temporary fixes to Licensed Standard Software (see paragraph 6 below);

c) revisions to Licensed Documentation;

d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and

e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

4. Billing

Maintenance costs will be billed annually.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost	
Year 1	No charge
Year 2	$119,680
Year 3	127,160
Year 4	134,640
Year 5	142,120
Year 6	149,600

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **City of Moreno Valley**
Customer Name

Located At: **14177 Frederick Street**
Moreno Valley, CA 92552

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:

a) Program Libraries, whether source code or object code;
b) Operating Control Language;
c) Test or Sample Files;
d) Program Listings;
e) Record Layouts;
f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's** *Standard Software License and Services Agreement* with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Organization: _____

By: _____

Title: _____

Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____

By: _____

Title: _____

Date: _____

_____
Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. General

a) This conversion effort includes data coming from one unique data source, not multiple sources.
b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. **New World** Responsibilities

a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
b) **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B hours, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
f) Up to twelve years of historic data will be converted by **New World**.

3. **Customer** Responsibilities

a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
f) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout at the Hourly Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

4. <u>Files to be converted</u>

Up to 9 files from the following possible sources are included.

Financial
- -Vendor Information
- -Asset Management (Fixed Assets)
- -General Ledger, including Budget, History
- - Accounts Receivable History
- -Purchase Order History
- -Accounts Payable History

Payroll
- -Employee Information
- -Employee Detailed Check (including deductions, benefits, and accruals) History
- -Position Master File

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interfaces

(1) **The Active Network, Class**: One-way user initiated batch process to import journal transactions from a third party system, Active, to New World's general ledger.

(2) **Chameleon**: One-way user initiated batch process to import journal transactions from a third party system, Chameleon to New World's general ledger.

(3) **OneWorld**: One-way user initiated batch process to import journal transactions from a third party system, OneWorld, to New World's general ledger.

(4) **AP Purchasing Card**: A one-way user initiated batch process to import purchasing card transaction from the bank, or vendor, to New World's accounts payable purchasing card invoices.

*With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.*

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of **New World's** Responsibility

This project includes the following activities to be performed by **New World**.

(1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.

(2) Preparation of Requirements Document (RD) to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Programming and programming test.

(4) On-site training, testing and/or other support services at the Hourly Rate.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

b) Implementation Schedule

	Activity	Targeted Time Period
(1)	Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	New World submits completed RD to **Customer.**	To be determined
(3)	RD is accepted and signed off by **Customer** (no programming will be done by **New World** until the formal sign-off and **Customer's** authorization to proceed in writing).	To be determined
(4)	**New World** completes programming from RD and provides modified software to **Customer**.	To be determined
(5)	Software Modification Acceptance Test based on RD.	To be determined

c) **Customer's** Responsibility

All **Customer**-requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
ESCROW OF SOFTWARE SOURCE CODE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code, executable code, and **Customer's** configuration for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

New World will deposit into the escrow account copies of source code, executable code, and **Customer's** configuration for Releases and Versions of the Licensed Standard Software and related Documentation within ninety (90) days of the first commercial use of the Releases and Versions.

New World or **New World**'s trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **Customer** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

EXHIBIT I
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **Customer's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support service hours, **New World** shall assist **Customer** in conducting the following software Acceptance Test.

Following published specifications using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions;
2. the successful processing of a representative sample of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before **Customer** has gone "live" on the application. If Criteria 1 is used, **Customer** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If **Customer** unreasonably delays the start of the Criteria 1 test procedure for more than fourteen (14) calendar days beyond the designated test date, then successful software acceptance shall be deemed to have occurred for that application of Licensed Software on the fifteenth (15th) day after the designated test date.

Criteria 2:

The Licensed Software shall be deemed accepted ninety (90) days after Customer has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports Customer operations. Final Acceptance shall not be withheld due to minor or moderate errors.

Total Cost Summary

CITY OF MORENO VALLEY, CALIFORNIA

April 18, 2011

New World Software and Services	FM, HR/PY	CD*	Total
A. Application Software			
1) Licensed Standard Software	$748,000	$281,000	$1,029,000
2) Demonstration Site Discount	(149,600)	(56,200)	(205,800)
3) Contract Signing Discount is Agreement is Executed by 5/10/11	(70,000)	(25,000)	(95,000)
	528,400	199,800	$728,200
B. Implementation Services	421,900	99,000	$520,900
1) Project Management			
2) Installation and Training			
3) Interface Installation Service Fee			
4) Windows Operating System Assurance and Software Installation			
5) Data File Conversion (estimate)			
6) Custom Software/Custom Software Interfaces (estimate)			
C. Source Code Escrow Setup Fee	3,000		
D. 2011 Executive Customer Conference	1,890		
TOTAL ONE TIME COST	**$955,190**	**$298,800**	**$1,253,990**

Maintenance			
E. 1) Standard Software Maintenance Agreement (SSMA) (Annual Cost):			
One-Year Warranty from Date of Delivery (Year 1 SSMA)	No Charge	No Charge	No Charge
Year 2 Cost:	$119,680	$44,960	$164,640
Year 3 Cost:	127,160	47,770	174,930
Year 4 Cost:	134,640	50,580	185,220
Year 5 Cost:	142,120	53,390	195,510
Year 6 Cost:	149,600	56,200	205,800
2) Source Code Escrow Maintenance (Annual Cost)	$1,000		$1,000
3) Estimated Travel	$52,500	$15,000	$67,500

* Optional CD pricing will be held for 18 months from Effective Date.

NOTE: New World's cost is based on all of the proposed products and services being obtained from New World. Should significant portions of the products or services be deleted, New World reserves the right to adjust its prices accordingly.

This assumes you are purchasing this directly through New World and not thru an RFP procurement procedure.

Subsequent years of Software Maintenance will include a price increase.

Travel and Living expenses are not included in the Total One Time Cost above. New World estimates there to be 35 trips at $1,500/trip (may include airfare, hotel, per diem, car rental, gas), or $52,500. All Travel and Living expenses will be billed on a weekly basis, but only as incurred.

CONFIDENTIAL AND PROPRIETARY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Robert Hansen, City Attorney

AGENDA DATE: May 10, 2011

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 AND 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT.

BACKGROUND

At a prior Study Session, Council members expressed concern over the enforcement policies relating to noise ordinance violations at private parties. Direction was given to the Police Department and City Attorney's Office to provide alternatives which would allow more discretion for an officer to provide a warning to 1st time offenders in lieu of the currently mandated $100 civil citation.

DISCUSSION

In working with the Police Department, it became evident that two obstacles, one legal and one practical, were preventing officers from issuing warnings to parties that exceeded the parameters for a Noise Disturbance in the Moreno Valley Municipal Code.

The first obstacle was a legal one based on the terms of the police enforcement policy and Section 11.80.060 of the Municipal Code. That section established that a first time offense **shall** be punished by a fine of not less than $50 if charged as an infraction. The alternative method of issuing a civil citation was frequently used; however, this method resulted in a citation of exactly $100. In essence, the citing officer had discretion to cite or not to cite but if a citation was issued, the fine was either $100 as a civil citation or between $50 and $100, as imposed by the court, if cited as an infraction.

The second obstacle was more practical in determining how to track the number of warnings that may be given to a particular party when different patrol officers are responding. The police department already has an efficient system for tracking the issuance of civil citations. Accordingly, we thought to develop and propose a system whereby a civil citation could be issued for less than the $100 fee set by Council. In this manner, a citing officer has the discretion to issue a civil citation with a zero dollar ($0) fine amount. Although in the form of a citation, it would have the practical effect of a warning. The police department can track this as a first citation so any future responders to the property will know that a first citation has already been issued. They may then proceed to the second citation.

The police department has requested that the fine amounts for second and third offenses remain the same, such that in a case where a first citation was issued with no fine, the second citation would remain at $200 and the third at $500 as previously established. This would be established by an enforcement policy adopted by the department.

The proposed amendments to the Municipal Code remove these encumbrances and allow for the procedures set forth above to be implemented. The police department would likewise be amending their policy on noise ordinance enforcement on private residential parties in line with the proposed ordinance changes.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Adopt the proposed changes to Moreno Valley Municipal Code Sections 1.10.080 and 11.80.060, and introduce Ordinance No. 824.

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance.

3. Take no action. The existing Ordinances will remain in effect.

FISCAL IMPACT

No significant fiscal impact is anticipated.

ATTACHMENTS/EXHIBITS

1. A PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 and 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT.

Prepared By:
Paul Early, Deputy City Attorney

Robert L. Hansen City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00105927

ORDINANCE NO. 824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTIONS 1.10.080 and 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT.

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

SECTION 1. MUNICIPAL CODE ADDED:

1.1 Section 1.10.080 of the Moreno Valley Municipal Code is hereby amended to read as follows:

"Section 1.10.080 Civil fines – Amounts and penalties

A. The maximum amount of a civil fine for violating particular provisions of this code shall be set forth in a schedule of civil fines adopted by resolution of the city council. The schedule may include escalating civil fine amounts for repeat code violations occurring within specified periods of time. A fine amount, not to exceed those set forth by resolution, may be imposed or reduced at the discretion of the citing officer or the City Attorney.

B. Where no civil fine amount is specified by resolution of the city council, civil fines shall be in accordance with those specified in Section 1.01.230 of this code.

C. A late payment penalty shall be imposed for civil fines not paid within thirty (30) calendar days of their due date. The amount of the late payment penalty shall be one hundred (100) percent of the total amount of the civil fine owed.

D. In addition to any civil fine and/or late payment penalty, a hearing officer shall also assess administrative costs against the responsible person when it finds that a violation has occurred or that compliance has not been achieved within the time specified in the civil citation and any granted extensions thereof. Administrative costs may include any and all costs incurred by the city in connection with the matter including, but not limited to, costs of investigation, staffing costs incurred in preparation for an administrative hearing and for the administrative hearing itself, and costs for all reinspections of the property related to the violation(s).

E. Unless otherwise prohibited by law or regulation, all civil fines and administrative costs imposed pursuant to the provisions of this chapter shall accrue

interest at the rate of eight percent until the civil fine or administrative costs, including interest thereon, is paid in full. Interest shall begin to accrue thirty (30) calendar days after the due date for the civil fine or administrative costs and continue until the civil fine or administrative costs, including interest thereon, is paid in full."

1.2 Section 11.80.060 of the Moreno Valley Municipal Code is hereby amended to read as follows:

"Section 11.80.060 Violation

A. Violation of Sound Level Limits. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) and/or six months in the county jail, or both. Notwithstanding the forgoing, any violation of the provisions of this chapter may, in the discretion of the citing officer or the city attorney, be cited and/or prosecuted as an infraction or be subject to civil citation pursuant to Chapter 1.10.

B. Joint and Several Responsibility. In addition to the person causing the offending sound, the owner, tenant or lessee of property, or a manager, overseer or agent, or any other person lawfully entitled to possess the property from which the offending sound is emitted at the time the offending sound is emitted, shall be responsible for compliance with this chapter if the additionally responsible party knows or should have known of the offending noise disturbance. It shall not be a lawful defense to assert that some other person caused the sound. The lawful possessor or operator of the premises shall be responsible for operating or maintaining the premises in compliance with this chapter and may be cited regardless of whether or not the person actually causing the sound is also cited.

C. Violation May Be Declared a Public Nuisance. The operation or maintenance of any device, equipment, instrument, vehicle or machinery in violation of any provisions of this chapter which endangers the public health, safety and quality of life of residents in the area is declared to be a public nuisance, and may be subject to abatement summarily or by a restraining order or injunction issued by a court of competent jurisdiction.

SECTION 2. EFFECT OF ENACTMENT:

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

SECTION 3. NOTICE OF ADOPTION:

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

SECTION 4. EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 2011,

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this ordinance should follow this jurat.**]

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00105933

AGENDA

NOTICE AND CALL OF SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

June 14, 2011

SPECIAL MEETING – 5:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
SPECIAL MEETING OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY

SPECIAL MEETING - 5:00 PM
REGULAR MEETING – 6:30 PM
JUNE 14, 2011

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District and the Community Redevelopment Agency of the City of Moreno Valley will be held on June 14, 2011 commencing at 5:00 PM followed by a Regular Meeting at 6:30 PM in the City Council Chamber, City Hall, located at 14177 Frederick Street, Moreno Valley, California.

Said special meeting shall be for the purpose of:

*All Items on this Agenda, Except for those Items Indicating they are to be Considered on the Regular Meeting Agenda.

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY

9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of May 18 - June 7, 2011.

A.4 TRACT MAP 22709 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-44 authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system; and

   Resolution No. 2011-44

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709, and Accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the Portion of John F. Kennedy Drive Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.5 PA04-0010 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: ONE MORENO VALLEY 240 LP, LONG BEACH, CA 90802 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-45 authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system; and

   Resolution No. 2011-45

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA04-0010, and Accepting the Portion of Perris Boulevard Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6 TRACT MAP 22709-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE, AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-46 authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-46

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709-1, and Accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the Portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.7 TRACT MAP 31327 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-47 authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-47

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 31327 and Accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the Portions of Alessandro Avenue, Morrison Street and Bay Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.8 FINAL MAPS 29920, 29920-1, 29920-2, AND 29920-3--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND PACIFIC MORENO VALLEY, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Pacific Moreno Valley, Inc.;

2. Authorize the Mayor to execute the Maintenance Agreement;

3. Authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;

4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement;

5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney; and

6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.

A.9 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1") approve and adopt the following: Resolution No. 2011-48 to accept and approve the Special Tax Report for fiscal year (FY) 2011/12 regarding CFD No. 87-1; and

Resolution No. 2011-48

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 87-1 (Towngate)

2. Approve and Adopt Resolution No. 2011-49 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1.

Resolution No. 2011-49

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) of the City of Moreno Valley, Approving the Submittal of an Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1

A.10 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1") approve and adopt the following: Resolution No. 2011-50 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12 for CFD No. 87-1 Improvement Area No. 1; and

Resolution No. 2011-50

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Report for Fiscal Year 2010/11 Regarding Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1

2. Resolution No. 2011-51 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1.

Resolution No. 2011-51

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1 Improvement Area No. 1

A.11 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3"), approve and adopt Resolution No. 2011-52 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12, on file in the office of the City Treasurer.

Resolution No. 2011-52

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

A.12 APPROVAL AND ACCEPTANCE OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4—MAINTENANCE FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 4—Maintenance ("CFD No. 4—M") approve and adopt Resolution No. 2011-53 to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12.

Resolution No. 2011-53

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 4-Maintenance

A.13 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR FISCAL YEAR 2011/12 REGARDING MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt the following: Resolution No. 2011-54 to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community Facilities District No. 5.

Resolution No. 2011-54

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report

for Fiscal Year 2011/12 Regarding Community Facilities District No. 5

2. Adopt Resolution No. 2011-55 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5.

Resolution No. 2011-55

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 5 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5

A.14 PA04-0004 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF BAY AVENUE AND PAN AM BOULEVARD, DEVELOPER: MOVAL BAY APARTMENTS, L.P., IRVINE, CA 92614 (Report of: Public Works Department)

Recommendation:

1. Authorize the acceptance of certain public improvements associated with the project; and

2. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with project PA04-0004 for public improvements.

A.15 AUTHORIZE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014;

2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc.; and

3. Authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86.

A.16 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE - PROJECT NO. 08-41678827 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.; on behalf of the City;

3. Authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney; and

5. Authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011.

A.17 ADOPTION OF THE PRIORITIZED GOALS AND ACTION PLAN DEVELOPED IN THE CITY COUNCIL GOAL SETTING WORKSHOP (Report of: City Manager's Office)

Recommendation:

Adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop.

A.18 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB)

STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS B7 & C3)

Recommendation:

1. Adopt Resolution No. 2011-62, classifying the various components of fund balance as defined in GASB Statement No. 54; and

   Resolution No. 2011-62

   A Resolution of the City Council of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

2. Designate the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance for inclusion in the annual financial reports.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 APPROVAL AND ACCEPTANCE OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2011-08 to accept and approve the CFD No. 1 Annual Special Tax Report for fiscal year 2011/12, which is on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 1.

Resolution No. CSD 2011-08

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Accepting and Approving the Community Facilities District No. 1 Annual Special Tax Report for Fiscal Year 2011/12

B.4 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-1/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-1 (TOWNGATE) AND E-1A (RENAISSANCE PARK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-1/11 (the "Agreement") with Marina Landscape Inc.;

2. Authorize the President of the CSD Board to execute said Agreement with Marina Landscape Inc., and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to Marina Landscape Inc., in the amounts of:

   NINETY-SEVEN THOUSAND NINE HUNDRED AND SIX AND 80/100 DOLLARS ($97,906.80) for twelve (12) months of base maintenance services and;

   NINE THOUSAND SEVEN HUNDRED NINETY AND 68/100 DOLLARS ($9,790.68) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.5 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-4/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-4 (MORENO VALLEY RANCH - EAST) AND E-4A (DAYBREAK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-4/11 (the "Agreement") with TruGreen Landcare;

2. Authorize the President of the CSD Board to execute said Agreement with TruGreen Landcare, and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to TruGreen Landcare, in the amounts of:

ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND SIXTY-FOUR AND 76/100 DOLLARS ($179,564.76) for twelve (12) months of base maintenance services and;

FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($14,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.6 FIRST EXTENSION OF CONTRACT - PROJECT NO. E-3/10 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - MORENO VALLEY RANCH-WEST (ZONE E-3) AND LASSELLE POWERLINE PARKWAY (ZONE E-3A) (CONTINUED FROM MAY 24, 2011) (Report of: Public Works Department)

Recommendation:

1. Approve the first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

   b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

B.7 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & C3)

Recommendation:

Adopt Resolution No. CSD 2011-22, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. CSD 2011-22

A Resolution of the Moreno Valley Community Services District, Classifying

the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & B7)

Recommendation:

Acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. 2011-09, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. RDA 2011-09

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS
ALL PUBLIC HEARING ITEMS TO BE CONSIDERED UNDER THE REGULAR MEETING AGENDA

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 FIRST AMENDMENT - AQUABELLA DEVELOPMENT AGREEMENT (P11-029) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Conduct a public hearing and subsequently introduce Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

E.2 PUBLIC HEARING TO CONSIDER APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation: That the CSD:

1. Conduct a Public Hearing to approve and adopt the following proposed resolutions:

   Resolution No. CSD 2011-09

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2011/2012

2. Approve and adopt the proposed Resolution No. CSD 2011-10;

   Resolution No. CSD 2011-10

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone B (Residential Street Lighting)

Services During Fiscal Year 2011/2012

3. Approve and adopt the proposed Resolution No. CSD 2011-11 (Zone C);

Resolution No. CSD 2011-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2011/2012

4. Approve and adopt the proposed Resolution No. CSD 2011-12 (Zone D);

Resolution No. CSD 2011-12

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

5. Approve and adopt the proposed Resolution No. CSD 2011-13 (Zone E);

Resolution No. CSD 2011-13

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2011/2012

6. Approve and adopt the proposed Resolution No. CSD 2011-14 (Zone E-1A);

Resolution No. CSD 2011-14

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

7. Approve and adopt the proposed Resolution No. CSD 2011-15 (Zone

E-3A);

Resolution No. CSD 2011-15

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

8. Approve and adopt the proposed Resolution No. CSD 2011-16 (Zone E-4A);

Resolution No. CSD 2011-16

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

9. Approve and adopt the proposed Resolution No. CSD 2011-17 (Zone M);

Resolution No. CSD 2011-17

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2011/2012

10. Approve and adopt the proposed Resolution No. CSD 2011-18 (ZoneS);

Resolution No. CSD 2011-18

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2011/2012

E.3 PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT

PROPOSED FISCAL YEAR (FY) 2011/2012 ANNUAL RATES (Report of: Public Works Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice; and

2. Adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

Resolution No. 2011-56

A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. 2011-57 establishing the appropriations limit at $89,463,807 for the City of Moreno Valley for Fiscal Year 2011-12.

Resolution No. 2011-57

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2011-12

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. CSD 2011-19 establishing the appropriations limit at $14,416,480 for the Moreno Valley Community Services District for Fiscal Year 2011-12.

Resolution No. CSD 2011-19

A Resolution of the Moreno Valley Community Services District Establishing the Appropriations Limit for Fiscal Year 2011-12

E.6 A PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA10-0035) TO IMPLEMENT NEW DESIGN STANDARDS TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

1. RECOGNIZE that PA10-0035 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

2. Introduce Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

E.7 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD

AVENUE TO MANZANITA AVENUE PROJECT - PROJECT NO. 11-41570225 (Report of: Public Works Department)

Recommendation: That the City Council:

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; That the Acquisition and Taking of the Easements In the Herein-Described Property is Necessary for the Project; That the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Properties [APN NOs: 474-

064-001, 474-120-008, and 474-120-024]; and

Resolution No. 2011-58

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easement in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
a) Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG) (Informational Oral Presentation - not for Council action)

G.2 RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) 60/215 EAST JUNCTION CONSTRUCTION PROJECT (Informational Oral Presentation - Not for Council Action)

G.3 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department) ***ITEM TO BE CONSIDERED UNDER THE REGULAR MEETING AGENDA***

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail

ballot proceedings for a proposed increase in the CSD Zone D annual parcel charge for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

G.4 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED SUB-ZONES FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE (Report of: Public Works Department) ***ITEM TO BE CONSIDERED UNDER THE REGULAR MEETING AGENDA***

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for the proposed increase in the CSD Zone E annual parcel charge for Zone E-1 (TownGate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East) landscape areas.

G.5 ADOPTION OF A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE YEARS HIGHEST AVERAGE COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON AUGUST 19, 2011, AND CONDUCT THE FIRST READING OF THE RELATED ORDINANCE AS REQUIRED BY CALPERS (Report of: Human Resources Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-59 , to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Resolution No. 2011-59

A Resolution of the City Council of the City of Moreno Valley, California, to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Ordinance No. 828

An Ordinance of the City of the City Council of the City of Moreno Valley, California Authorizing an Amendment to the Contract Between the City of Moreno Valley and the Board of Administration of the California Public Employees' Retirement System

G.6 ADOPTION OF FY2011/12-2012/13 OPERATING BUDGET (SUPPORTING MATERIALS PROVIDED UNDER SEPARATE COVER) (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-60, approving the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

   Resolution No. 2011-60

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2011/12 – 2012/13

2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2011-20, approving the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

   Resolution No. CSD 2011-20

   A Resolution of the Moreno Valley Community Services District, Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-07, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

   Resolution No. RDA 2011-07

   A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

4. Approve the position control as detailed on pages 3-7 in the Proposed Operating Budget Book presented as Attachment A; and

5. Approve the elimination of Fire Truck 58 in FY 2011/12 and direct staff to reserve the additional $1.2 million in savings for the purchase

of a fire engine and the balance of savings for the operating costs to open the Morrison Park Fire Station.

G.7 ADOPTION OF FY 2011/12 CAPITAL IMPROVEMENT PLAN (Report of: Public Works Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A");

   Resolution No. 2011-61

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

2. Acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"); and

   Resolution No. CSD 2011-21

   A Resolution of the Moreno Valley Community Services District, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

   Resolution No. RDA 2011-08

   A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California adopting the Capital Improvement Plan for

Fiscal Year 2011-12

G.8 4TH OF JULY PARADE AT A REDUCED COST (STEWART)

G.9 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1 .1 INTRODUCTION OF ORDINANCE NO. 827 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (Report of: Public Works Department)

Recommendation: That the City Council:

Waive the reading of Ordinance No. 827, in its entirety and read by title only (roll call required) and introduce Ordinance No. 827 an Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

ITEM UNDER THE REGULAR MEETING AGENDA

Those wishing to speak should complete and submit a BLUE speaker slip to the

Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00106095

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

REGULAR MEETING - 6:30 PM
MAY 24, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:33 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION - Rev. Dennis Krueger, Shepherd of the Valley Lutheran Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to the Mayor/City Council
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Chad Bianco	Police Lieutenant
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the Consent Calendar agenda items for public comments, which were received from David Zeitz (A10), Ms. Smith (B4), Deanna Reeder (A10, A17, and C4), Carolyn Defazio (A10), Ronald Meyers (A10), and Marcia Amino (B3).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of May 4-17, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR MARCH, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-37, approving the Check Register for the month of March, 2011 in the amount of $10,905,638.09.

Resolution No. 2011-37

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of March, 2011

A.5 TRACT MAP 29857-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: IRIS PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-38 authorizing the acceptance of the public improvements within Tract Map 29857-1 as complete and

accepting the portion of Iris Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-38

A Resolution of the City Council of the City Of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 29857-1, and Accepting the Portion of Iris Avenue Associated with the Project Into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6 APPROVE THE AMENDED SOLAR INITIATIVE PROGRAM FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:

1. Approve the amended Moreno Valley Electric Utility (MVU) Solar Initiative Program, and the MVU Solar Incentive Program Overview and Guidelines; and

2. Authorize the Electric Utility Manager to implement and administer the MVU Solar Initiative Program and execute corresponding agreements.

A.7 PA10-0028 – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF A PORTION OF BRODIAEA AVENUE WEST OF GRAHAM STREET LOCATED ALONG A PORTION OF PARCEL 3 OF PARCEL MAP 32326 AND A PORTION OF LOT 8 OF MAP 1 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, NORTH SIDE OF BRODIAEA AVENUE WEST OF GRAHAM STREET, DEVELOPER: RIDGE MORENO VALLEY, LLC, LONG BEACH, CA. 90803 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-40, summarily vacating a portion of the north side of Brodiaea just west of Graham Street; and

Resolution No. 2011-40

A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Brodiaea

Avenue West of Graham Street Located Along a Portion of Parcel 3 of Parcel Map 32326 and a Portion of Lot 8 of Map 1 of the Bear Valley and Alessandro Development Company

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.8 PURCHASE OF FIRE ENGINE FOR MORRISON PARK FIRE STATION (Report of: Fire Department)

Recommendation:

1. Approve the purchase of a Multi-Function Type 1 Fire Engine and award a bid in the amount of $445,754 to SMEAL Fire Apparatus Company, Snyder Nebraska as being in the best interest of the City;

2. Approve the purchase of $50,000 in fire equipment from the Riverside County Fire Department for the Multi-Function Type 1 Fire Engine;

3. Approve the transfer of $200,000 from Fire Operations operating expense account (133.65110.6251.252) to Fire Operations vehicles expense account (133.65110.6641.645) to partially fund the Fire Engine (the $200,000 is anticipated Fire Department FY 2010/2011 savings);

4. Approve an appropriation in the amount of $295,754 from General Fund fund balance to Fire Services Operations Fund account number 133.65110.6641.645 in the amount of $445,754 and 133.65110.66441.648 in the amount of $50,000 to fund the purchase of the fire engine and fire equipment; and

5. Authorize the Financial & Administrative Services Director to issue a purchase order to SMEAL Fire Apparatus Company in the amount of $445,754 and issue a second purchase order to Riverside County Fire in the amount of $50,000 for the purchase of new fire equipment.

A.9 CITY HALL HEATING VENTILATION AND AIR CONDITIONING (HVAC) - ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT AWARD (Report of: Financial & Administrative Services Department)

Recommendation:

1. Ratify the contract award to Southcoast Heating & Air Conditioning, the lowest bidder, for the installation of the City Hall HVAC equipment, in the amount of $486,735 (four hundred eighty six thousand seven hundred and thirty five dollars) from EECBG funding in account number 229.80501.7200;

2. Ratify the contract award to Trane in the amount of $147,809.70 (one hundred forty seven thousand eight hundred and nine and seventy cents) for the purchase of two 75- ton roof top HVAC units and two 6-ton split system units for the MVTV3 City Hall Studio from EECBG funding in account number 229.80501.7200; and

3. Approve the addition of a 10% contingency fund in an amount of $46,673.00 (forty six thousand six hundred and seventy three dollars) to Southcoast Heating & Air Conditioning from monies in the FY 10/11 budget, account number 754.71425.7400 (will not affect the General Fund).

A.10 ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE IRONWOOD AVENUE WIDENING FROM PERRIS BOULEVARD TO NASON STREET PROJECT NO. 07-41572727 (Report of: Public Works Department)

Recommendation:
Adopt a Mitigated Negative Declaration (MND) for the Ironwood Avenue Widening from Perris Boulevard to Nason Street, Project No. 07-41572727, presented as Attachments B and C, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level.

A.11 ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Annual Statement of Investment Policy

A.12 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.13 ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM C.3) (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-41 authorizing accepting the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of

Moreno Valley for an amount equal to $2,686,600.

Resolution No. 2011-41

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Form and Authorizing the Execution of a Substitution of Trustee and Full Reconveyance Relating to a Deed of Trust Executed by the Community Redevelopment Agency of the City of Moreno Valley, as Trustor, for the Benefit of the City, as Beneficiary, and Approving the Transfer of Real Property conveyed by the Agency of the City

A.14 ADOPTION OF RESOLUTION OF THE CITY COUNCIL OF MORENO VALLEY AUTHORIZING CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY'S VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT) (Report of: Financial & Administrative Services Department)

Recommendation:

1. Adopt Resolution 2011-42 authorizing the execution of certain lease financing documents in connection with the refunding of the City's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to;

   Resolution No. 2011-42

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with the Refunding of the City's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and Authorizing and Directing Certain Recommendation: with Respect Thereto

2. Authorize the City Manager to approve an agreement for financial advisor services, in an amount not to exceed $28,500, with Fieldman Rolapp & Associates to serve as financial advisor for the recommended private placement debt issue; and

3. Authorize the City Manager to approve an agreement for bond counsel services, in an amount not to exceed $30,000 with Quint & Thimmig LLP to serve as Bond Counsel to complete the refunding through a private placement process.

A.15 ORDINANCE NO. 824 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION

1.10.080 AND 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT (Report of: City Attorney)

Recommendation:

Adopt Ordinance No. 824.

Ordinance No. 824

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sections 1.10.080 and 11.80.060 of the City of Moreno Valley Municipal Code, Relating to Civil Citations and Noise Enforcement

A.16 APPROVE STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDING APPROPRIATION FOR HIGHLAND FAIRVIEW'S EUCALYPTUS AVENUE STREET IMPROVEMENTS PROJECT BETWEEN REDLANDS BOULEVARD AND THEODORE STREET SLPPCL10-5441(048) (Report of: Public Works Department)

Recommendation:

1. Accept and appropriate both $1 million State-Local Partnership Program (SLPP) grants, one for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street and one for the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street, from the California Transportation Commission (CTC); and

2. Adopt Resolution No. 2011-43, authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreements (PSA) with Caltrans for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street.

Resolution No. 2011-43

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Execution of Program Supplement Agreements to Administering Agency-State Agreements Between the State of California, Acting by and through the Department of Transportation, and the City of Moreno Valley

A.17 AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM C.4) (Report of: Community & Economic Development Department)

Recommendation:
Approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 SECOND EXTENSION OF CONTRACT - PROJECT NO. E-2/09 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - HIDDEN SPRINGS ZONE E-2 (Report of: Public Works Department)

Recommendation:

1. Approve the Extension Agreement for CSD Project No. E-2/09 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said Extension Agreement with Tropical Plaza Nursery, Inc., of Villa Park, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Tropical Plaza Nursery, Inc. in the amounts of:

   a.) ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($188,400.00) for twelve months of base maintenance service, and

   b.) TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($29,600.00) for anticipated Additional Work per Section 5 of the Extension Agreement.

B.4 FIRST EXTENSION OF CONTRACT - PROJECT NO. E-3/10 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - MORENO VALLEY RANCH-WEST (ZONE E-3) AND LASSELLE POWERLINE PARKWAY (ZONE E-3A)(Report of: Public Works Department)

Recommendation:

1. Approve the first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

   b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM A.13) (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. RDA No. 2011-06 authorizing the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to $2,686,600.

Resolution No. RDA No. 2011-06

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Resolution Authorizing the Transfer of Certain Real Property to the City of Moreno Valley

C.4 AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM A.17) (Report of: Community & Economic Development Department)

Recommendation:
Approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Continue Agenda Item B4 to June 14, 2011 by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings Approved by a vote of 5-0.

Motion to Approve Joint Consent Calendar Items A1 – D2, except Item B4, which was continued to June 14, 2011 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

ADJOURNED THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, AND THE BOARD OF LIBRARY TRUSTEES TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

CALL TO ORDER - The Special meeting of the Moreno Valley Public Facilities Financing Corporation was called to order at 7:24 p.m. by President Stewart in the Council Chamber located at 14177 Frederick St.

ROLL CALL

Board of Directors:

Richard A. Stewart	President
Jesse L. Molina	Vice-President
William H. Batey II	Board Member
Marcelo Co	Board Member
Robin N. Hastings	Board Member

PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE JURISDICTION OF THE CORPORATION

President Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

SPECIAL ORDER OF BUSINESS

1 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY OF MORENO VALLEY VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT) (Report of: Financial & Administrative Services Department)

Recommendation:

The Board of Directors of the Moreno Valley Public Facilities Financing Corporation adopt Resolution No. MVPFFC 2011-01 authorizing the execution of certain lease financing documents in connection with the refunding of the City of Moreno Valley's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to.

Resolution No. MVPFFC 2011-01

A Resolution of the Moreno Valley Public Facilities Financing Corporation of the City of Moreno Valley, California Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with

the Refunding of the City of Moreno Valley Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and Authorizing and Directing Certain Recommendation: with Respect Thereto

Motion to Approve by m/Board Member Robin N. Hastings, s/Board Member William H. Batey II
Approved by a vote of 5-0.

ADJOURNMENT – 7:32 p.m.

RECONVENED JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, AND THE BOARD OF LIBRARY TRUSTEES

E. PUBLIC HEARINGS

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Continued from March 22, 2011) (Report of: Community & Economic Development Department)

Recommendation:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

Motion to Continue to July 12, 2011 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E.2 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT - PROJECT NO. 11-41570125 (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation:

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

4. Find that the proposed "Factual Summary to Support Findings

Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council; and

Resolution No. 2011-39

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easements in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property [APN: 482-230-013]

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

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

None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Council Member Batey reported the rail head is no longer an issue; Mayor Stewart reported March HealthCare has come to an impasse with CrossWord Church, chapel will remain in place.

G.2 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT'S PROPOSED FISCAL YEAR 2011/12 ANNUAL CHARGES (Report of: Public Works Department)

President Stewart opened the agenda item for public comments, which were received from Deanna Reeder, E. Hernandez, Pete Bleckert, and Marcia Amino.

Recommendation: That the CSD:
Accept public comments regarding the proposed fiscal year (FY) 2011/2012 annual CSD charges. The proposed charges shall fund program services for parks, recreation programs and services, residential street lighting, arterial street lighting, parkway landscaping, extensive parkway landscaping, internal parkway landscaping, medians, and maintenance of certain Sunnymead Boulevard improvements. These programs, services, and associated charges are discussed in detail in the Preliminary Annual Levy Report, which is on file in the office of the City Clerk.

G.3 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2011/2012 ANNUAL RATES. (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2011/2012 annual rates.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Pete Bleckert
1. Parks in Council District 1
2. Visits to Mexico

Marcia Amino
1. City of Santa Clarita CAL-ED Award
2. City Manager's Economic Development Plan
3. City Manager's salary and benefits
4. Storage of fire truck
5. Vehicle reimbursement

Deanna Reeder
1. June 2 Child-Teen Safety Workshop
2. Rancho Belago signs
3. Crime in Rancho Belago area

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member William H. Batey II
1. Congratulated Fire Fighter of the Year and Employees of the Quarter.
2. Thanked the businesses that provided training and internships for the

Workability Program.

Mayor Pro Tem Jesse L. Molina

1. Transfer of parkland inventory.
2. Attended Redistricting Committee meeting and encouraged attendance at future meetings to support the City being within one district, not split among several districts.
3. Requested to move quickly on the City Council Redistricting and hire a consultant.
4. Recognized those who fought for our rights on Memorial Day.
5. Wished everyone a safe Memorial Day.

Council Member Marcelo Co

1. Urged City Council to endorse a resolution regarding the Moreno Valley Unified School District high school site location.
2. Since census figures are available, requested a consultant be designated for the City Council Redistricting by the time Council returns from recess.
3. City can get to the point of no taxes by promoting revenue based business strategies.
4. Encouraged the public to participate in the City Council proceedings.
5. Memorial Day is to recognize those who have sacrificed for our freedoms.

Council Member Robin N. Hastings

1. Advised that Moreno Valley residents received robo calls from Riverside County Sheriff's Association that contained misinformation. Board of Supervisors approved a 10% reduction for the Sheriff's Department which is comparable to other County employee reductions for a one year period. The reduction will result in a 5-7% decrease in the City of Moreno Valley's police contract, which will be $2-3 million reduction. The reduction will impact the unincorporated County areas; it does not impact the level of service in Moreno Valley.
2. Attended Career Day at Moreno Elementary School and acknowledged the participants.
3. Attended the play Kila'Delphia.
4. Will be judging the talent contest at Hendricks Ranch Elementary School.
5. Advised the County redistricting of the Moreno Valley supervisorial district will remain the same.
6. Invited everyone to attend the Memorial Day Ceremony on May 30, and reminded everyone to remember to thank a veteran.

Mayor Richard A. Stewart

1. *Press Enterprise* article on crime rates.
2. CSD Zone parks fee of $87.50 has not changed since 1988. Mixed-in

cost items from the General Fund into districts ignore the reality of law. The districts are set-up to benefit the district, vandalism increases costs, the administrative fee is capped, and the bottom line is property owners get what they pay for.

3. Economic Development Plan is not limited, concentrates on assets.
4. In 1988, Rick Moore secured permission to store a fire truck at the City Yard. When Mayor Stewart purchased the fire truck, he stored it at his partner's backyard and then donated it to a museum.
5. Public should address issues and leave personalities out of it. Attacking the single largest landowner and businessman is ill advised.
6. Panera Bread is open.
7. Attended the Student of the Year Dinner. Announced one of the students received a Congressional appointment to the United States Air Force Academy.
8. Commended the police department.
9. City Council workshop was very successful, saw a commonality among Council Members.
10. Praised Don Allard, who recently passed away, for his commitment to the community, working with students, charities and service clubs.

ADJOURNMENT

Motion to adjourn in memory of Don Allard by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II.
Approved by a vote of 5-0.

There being no further business to conduct, the meeting was adjourned at 8:37 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 14, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of May 18 – June 7, 2011.

Reports on Reimbursable Activities May 18 – June 7, 2011		
Council Member	Date	Meeting
William H. Batey II	5/25/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Marcelo Co	5/18/11	Western Riverside Council of Governments (WRCOG) Vital Leadership Seminar
	5/26/11	33rd Annual Law Enforcement Appreciation and Awards Ceremony
	5/27/11	Moreno Valley Black Chamber of Commerce Conference and Luncheon
	6/7/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Robin N. Hastings		None
Jesse L. Molina	5/18/11	Western Riverside Council of Governments (WRCOG) Vital Leadership Seminar
	5/24/11	Joe Bautista's Retirement Luncheon
Richard A. Stewart	5/26/11	33rd Annual Law Enforcement Appreciation and Awards Ceremony
	5/27/11	Moreno Valley Black Chamber of Commerce Conference and Luncheon
	6/4/11	Moreno Valley Chamber of Commerce Taste of the

		Valley

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: TRACT MAP 22709 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-44 authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 22709 is a 97-lot single family residential development located at the west side of Moreno Beach Drive, north of John F. Kennedy Drive that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, sewer, water facilities, pedestrian and vehicle bridges, and water quality basin. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $3,940,000 issued by Fidelity and Deposit Company of Maryland. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The*

required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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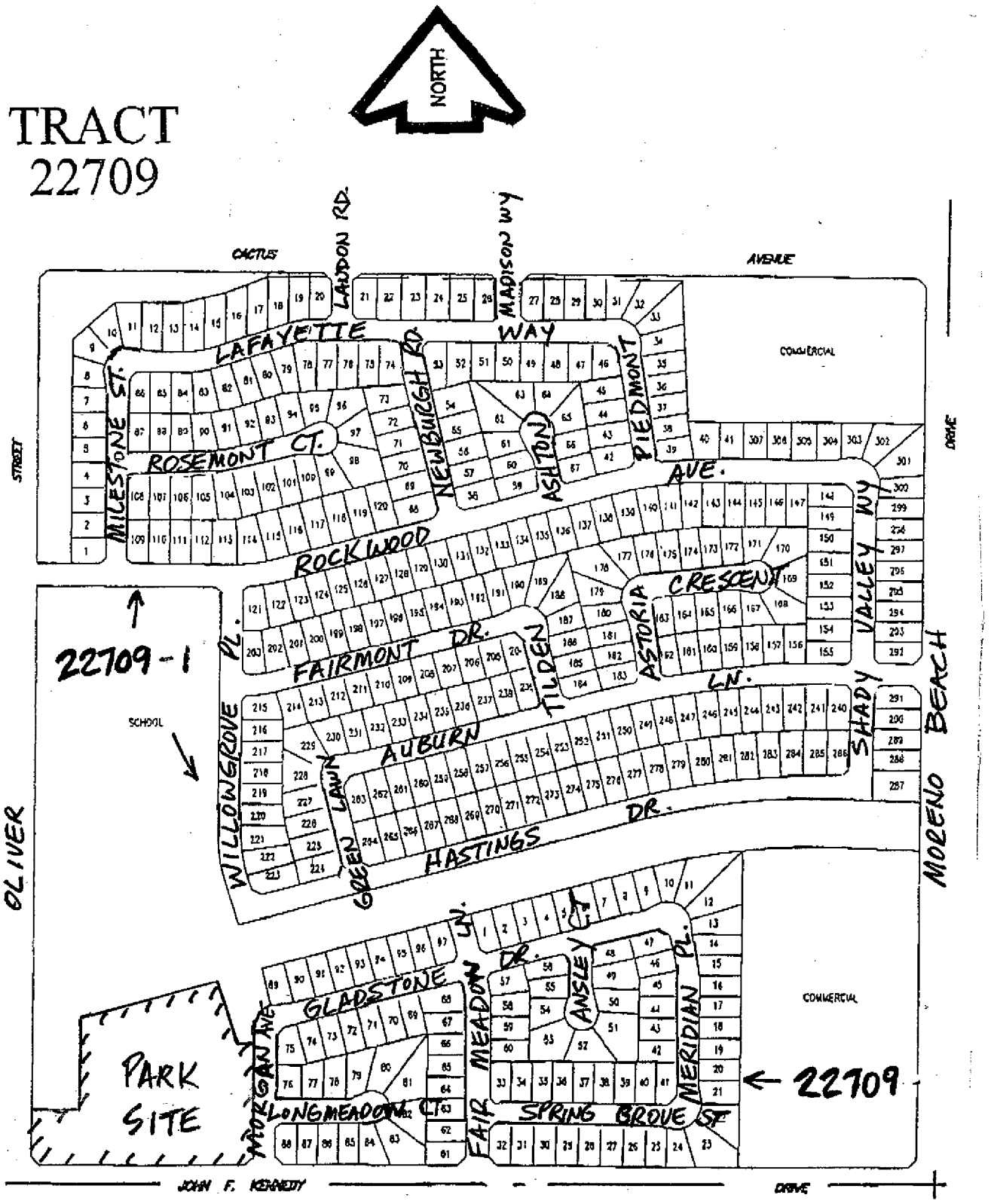

VICINITY MAP SHOWING TRACT 22709, 22709-1, & PARK SITE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT 'A'	**TRACT 22709**

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MV00106121

RESOLUTION NO. 2011-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 22709, AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by D.R. Horton, F.K.A. Western Pacific Housing, Inc. on Morgan Avenue, Longmeadow Court, Gladstone Avenue, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 22709, and accept Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN TRACT MAP 22709 ARE COMPLETE AND MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____

Mayor

EXHIBIT 'B'

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PA04-0010 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – ONE MORENO VALLEY 240 LP
320 GOLDEN SHORE, SUITE 200
LONG BEACH, CA 90802-4217

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-45 authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

PA04-0010 is a 241-unit affordable apartment complex on 19.20 acres located on the east side of Perris Boulevard, approximately 600 feet south of John F. Kennedy Drive that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, wheelchair ramp, street lights, landscaping, storm drain, water, and sewer facilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $1,147,000 issued by Westchester Fire Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system.

Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P. E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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EXHIBIT "A"

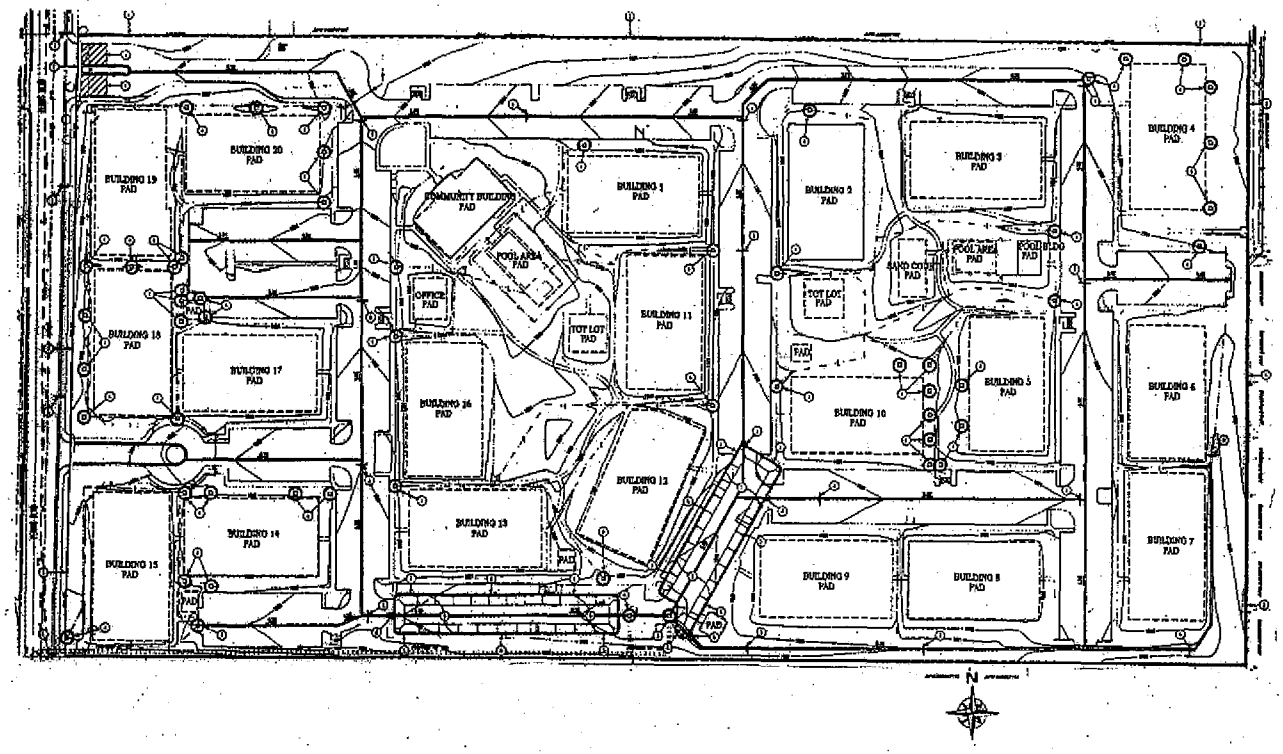

VICINITY MAP

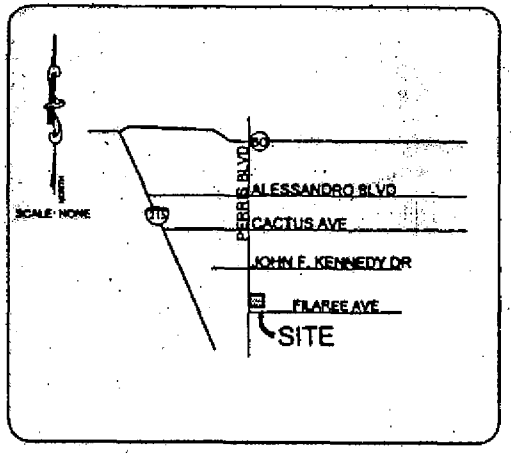

CITY OF MORENO VALLEY
PUBLIC WORKS – LAND DEVELOPMENT

PA04-0010
VICINITY MAP

MV00106129

RESOLUTION NO. 2011-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA04-0010, AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by One Moreno Valley 240 LP on the portion of Perris Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA04-0010 and accept the portion of Perris Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN PA04-0010 ARE COMPLETE AND THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 'B'

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: TRACT MAP 22709-1 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-46 authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno

Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 22709-1 is a 307-lot single family residential development located at the west side of Moreno Beach Drive, north of John F. Kennedy Drive that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, sewer, water facilities, pedestrian and vehicle bridges, and water quality basin. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $11,428,000 issued by Fidelity and Deposit Company of Maryland. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place,

Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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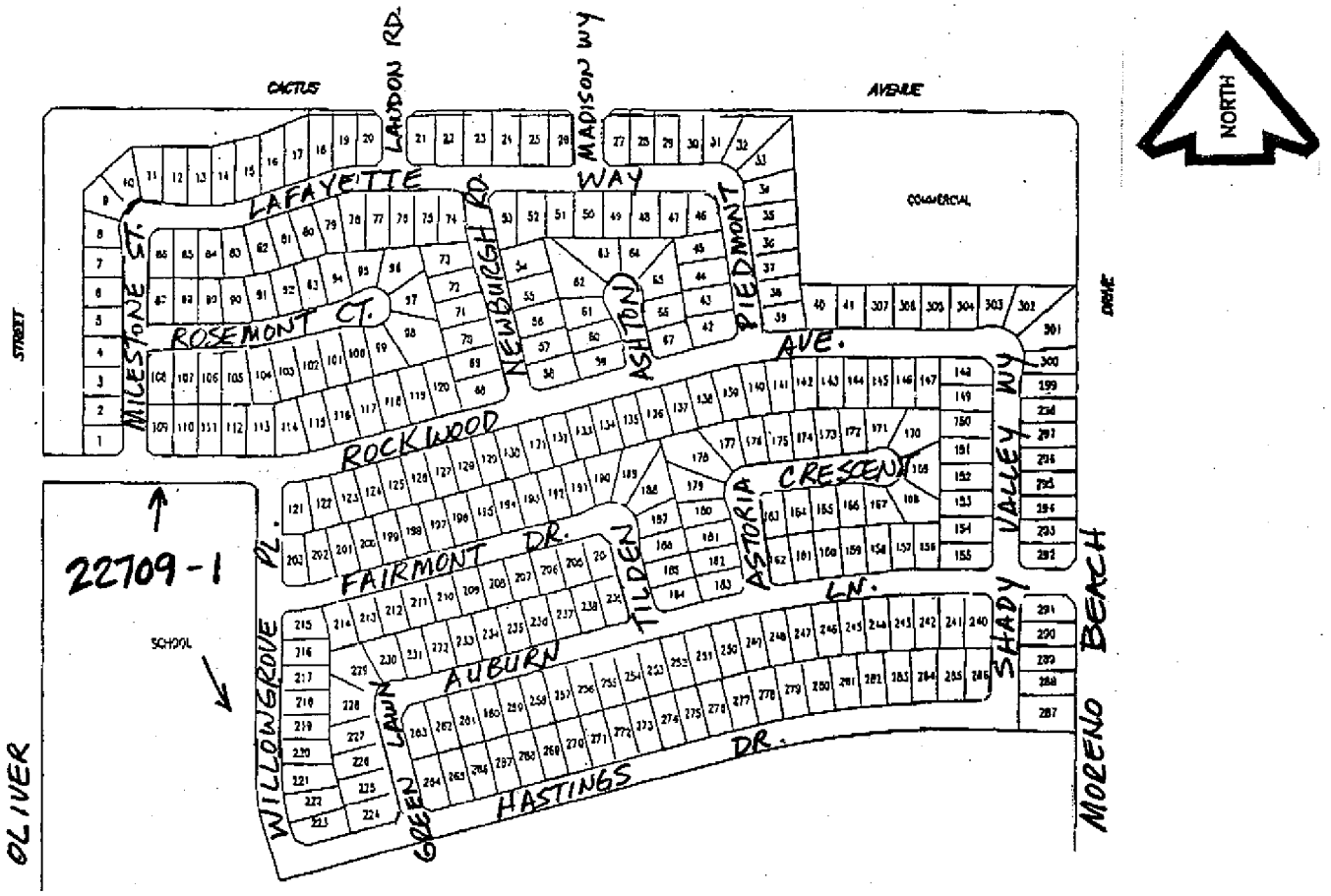

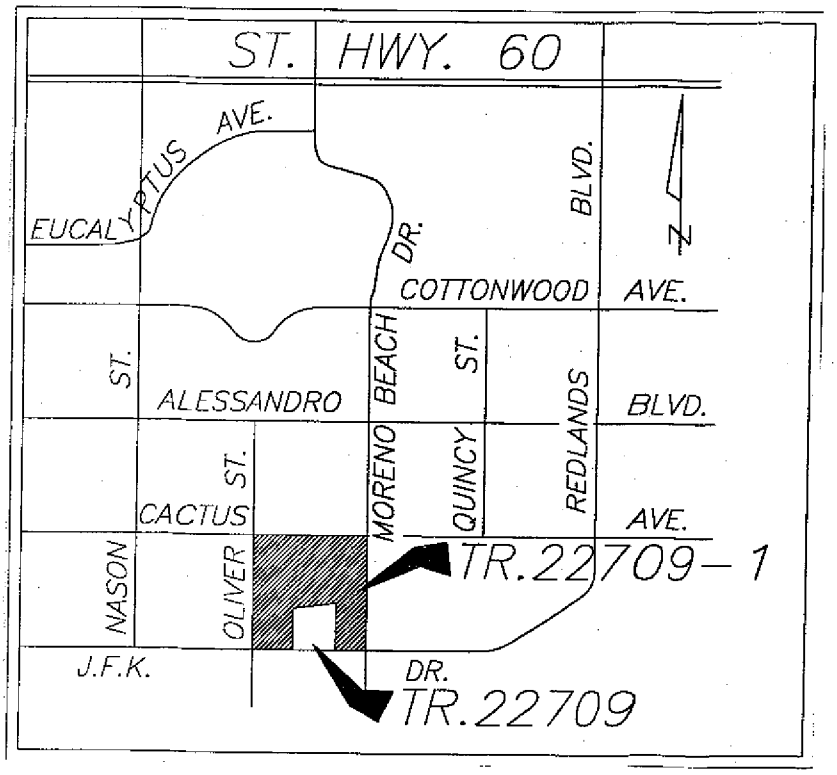

VICINITY MAP
NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** **EXHIBIT "A"**	**TRACT 22709-1** **VICINITY MAP**

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RESOLUTION NO. 2011-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 22709-1, AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCAIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by D.R. Horton F.K.A Western Pacific Housing, Inc. on Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 22709-1, and accept Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

EXHIBIT "B"

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN TRACT MAP 22709-1 ARE COMPLETE AND MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: TRACT MAP 31327 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – D.R. HORTON, F.K.A. WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-47 authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 31327 is a 65-lot single family residential development located at the northeast corner of Alessandro Boulevard and Morrison Street that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lighting, traffic signal, electrical infrastructure, storm drain, sewer, and water work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $2,700,000 issued by The Continental Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The*

required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sage Brush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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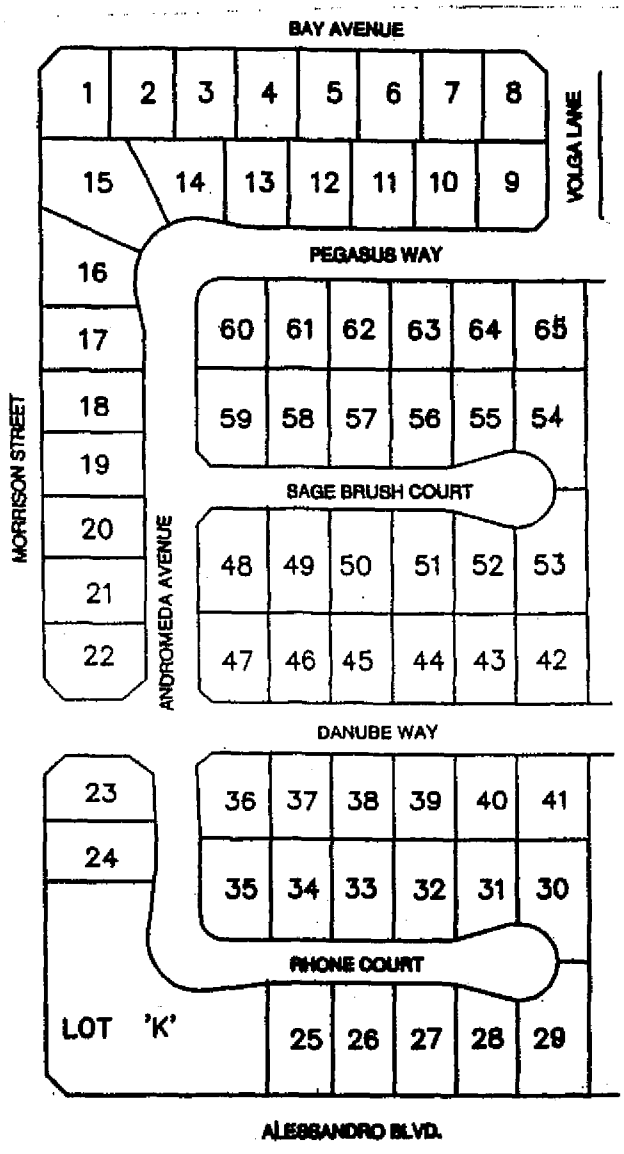

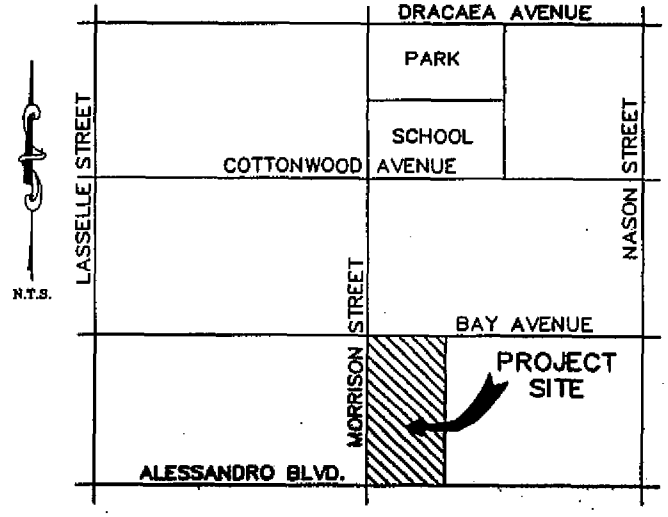

EXHIBIT "A"

CITY OF MORENO VALLEY
PUBLIC WORKS – LAND DEVELOPMENT

TRACT 31327

MV00106145

RESOLUTION NO. 2011-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 31327 AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by D.R. Horton F.K.A. Western Pacific Housing, Inc. on Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 31327,and accept Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN TRACT MAP 31327 ARE COMPLETE AND RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____

Mayor

EXHIBIT 'B'

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: FINAL MAPS 29920, 29920-1, 29920-2, AND 29920-3--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND PACIFIC MORENO VALLEY, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Pacific Moreno Valley, Inc.;

2. Authorize the Mayor to execute the Maintenance Agreement;

3. Authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;

4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement;

5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney and;

6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Pacific Communities has installed Best Management Practices (BMPs) within Final Maps 29920, 29920-1, 29920-2, and 29920-3 to mitigate the development's impacts on water quality. These BMPs include two water quality basins.

The City will maintain the landscaping within the water quality basins. Staff determined that a maintenance agreement and maintenance easements would be required since the water quality basins will be privately owned.

DISCUSSION

Pacific Communities is the developer and owner of Final Maps 29920, 29920-1, 29920-2, and 29920-3, generally located at the southeast corner of Iris Avenue and Grande Vista Drive. Pacific Communities is constructing the water quality basins to mitigate certain environmental impacts. Pacific Communities has formed a homeowners association (HOA), Pacific Moreno Valley, Inc., to retain ownership of the water quality basins.

The water quality basins not only provide mitigation for certain water quality impacts but also act as an extension of the City's storm drain system. Under the requirements of the 2010 National Pollutant Discharge Elimination System (NPDES) Permit, it is essential that the City monitors and ensures continued maintenance of the water quality basin that will accept storm water and non-storm water discharges from the development. Pacific Communities dedicated Maintenance Easements to the City for maintenance purposes on the final maps previously approved by City Council.

Authorizing the City to maintain the landscaping within the water quality basins will assist the City in the following ways:

- Assure continued maintenance of the required extensive landscaping within the water quality basins, and
- Comply with State and Federal regulations for monitoring storm water and non-storm water discharges to the City storm drains.

The maintenance agreement is necessary to guarantee long-term funding for public maintenance of the landscaping and to ensure continued access to the water quality basin. Some of the key components of the agreement include;

- Thirty (30) year term with provisions for extension(s).

- Identifies specific areas to be maintained by the City.
- Identifies schedules for maintenance.
- Minimum insurance requirements to be carried by the HOA.
- Establishment of a Trust Fund--the sole beneficiary to be the City. The fund must be maintained at three (3) times the deductible amount in the insurance policy.
- A provision that the HOA will assess the City charges via its HOA powers should the future residents remove the approved City maintenance charges via Proposition 218 election procedures.
- Annual City Maintenance Budget to include administrative overhead and CPI adjustment(s).
- Provisions for the City to levy on behalf of the HOA the Annual Levies needed to pay the City and/or create and release property liens should the HOA fail to perform its contractual duties.

ALTERNATIVES

1. Approve the Maintenance Agreement; authorize the Mayor to execute the Maintenance Agreement; authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement; authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement; authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney and; authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation. *Approval of this alternative ensures the water quality basins will be maintained by a public agency. This ensures the City remains in compliance with NPDES requirements.*

2. Do not approve the Maintenance Agreement; authorize the Mayor to execute the Maintenance Agreement; authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement; authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement; authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney and; authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation. *This alternative leaves maintenance of the water quality basins with the HOA. Additionally, the alternative may cause the City to be in non-compliance with NPDES requirements.*

FISCAL IMPACT

There is no fiscal impact associated with Alternative One. Pacific Communities previously approved the NPDES Rate Schedule.

CITY COUNCIL GOALS

The recommended action furthers City Council goals by:

1. Revenue Diversification and Preservation - It provides a means to ensure revenue is secured from private parties that receive special benefit for essential and mandated services from City programs.

2. Public Safety - It provides the necessary means to assist staff in implementing State and Federal regulations related to water quality.

SUMMARY

Pacific Communities and Pacific Moreno Valley, Inc. propose the City maintain the water quality basins within Final Maps 29920, 29920-1, 29920-2, and 29920-3, as a means to reduce pollutants in storm water and non-storm water discharges associated with the development. A maintenance agreement and maintenance easements between Pacific Moreno Valley, Inc. and the City are necessary to ensure long-term access, maintenance and funding are provided and secured for this area.

NOTIFICATION

Publication of Agenda

ATTACHMENTS/EXHIBITS

Attachment 1 – Maintenance Agreement by and between City of Moreno Valley and Pacific Moreno Valley, Inc.

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Kent Wegelin
Storm Water Program Manager

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

(Space Above for Recorder's Use)

MAINTENANCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
PACIFIC MORENO VALLEY, INC.

MAINTENANCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
PACIFIC MORENO VALLEY, INC.

This Maintenance Agreement ("**Agreement**") is made and entered into effective on the date ("**Effective Date**") the Mayor signs this Agreement. This Agreement is by and between PACIFIC MORENO VALLEY, INC., a California nonprofit mutual benefit corporation ("**Association**"), and the CITY OF MORENO VALLEY (the "**City**"). Each of Association and the City are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

PREAMBLE

A. Association is an incorporated homeowners' association responsible for the operation and maintenance of Association Property (as hereinafter defined) of a single-family residential development known as "Pacific Iris" located on Tract Nos. 29920, 29920-1, 29920-2 and 29920-3 in the City of Moreno Valley, County of Riverside, State of California ("**Project**"). Association's maintenance responsibilities are set forth in Article V of the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements Pacific Iris recorded against the Project (the "**Declaration**"). Unless otherwise expressly provided, all capitalized terms used in this Agreement shall have the definition and meanings set forth in the Declaration.

B. In satisfaction of the City conditions of approval for development of the Project, Association is required to enter into an agreement for the City to provide certain services relating to maintenance ("**Maintenance**") of certain improvements within the Project which are the responsibility of Association pursuant to the Declaration, including without limitation, certain water quality basins, which are located within the Common Area(s) ("**Association Property**"), all as more fully described in **Exhibit "A"**.

NOW THEREFORE, in consideration of the promises contained herein, the City and Association agree as set forth below:

1. Term. Subject to applicable law, the term ("**Term**") of this Agreement shall commence as of the Effective Date of this Agreement, and shall remain in effect for thirty (30) years from the Effective Date of this Agreement. At the end of such thirty (30) year period, this Agreement shall be extended for successive terms of thirty (30) years unless a document executed by each of the Parties hereto or their respective successors-in-interest cancels this Agreement or any portion hereof and said document is recorded in the office of the County Recorder of Riverside County. If applicable law limits the duration of the Term, then this Agreement shall be deemed to have a Term equal to the maximum Term permitted by law, and unless affirmatively terminated by the parties hereto, shall be deemed to be renewed and extended for successive maximum terms as permitted by law. The Maintenance shall commence at such time as such maintenance is required following the Effective Date of this Agreement. During the Term of this Agreement, the Parties hereby covenant and agree to negotiate in good

MV00106155

faith any changes to the terms set forth herein as then required by law or otherwise reasonably required.

2. Maintenance of Association Property by the City. After the termination of the Establishment Period (as defined in **Exhibit "B"**), and throughout the remaining term of this Agreement, the City shall directly provide all Maintenance of Association Property depicted on **Exhibit "A"** attached hereto. Such Maintenance shall include, without limitation, the maintenance responsibilities described on **Exhibit "B"** attached hereto and incorporated herein. For as long as it is authorized to do so, the City shall assess an annual levy, parcel charge, or fee (however such amount shall be denominated, the "**Annual Levy**") against the Lots within the Project designed and intended for the construction of a Residence and ownership by an individual Owner (hereinafter referred to as the "**Residential Lots**") for the cost and expenses related to the Maintenance.

3. Suspension of Payments of the City. For a period ("**Suspension Period**") commencing on the Effective Date of this Agreement and continuing to the date as of which the City is no longer able to assess, through Annual Levies, adequate charges against the Residential Lots within the Project for expenses incurred by the City relating to the Maintenance, Association shall not be responsible for the payment of any cost or expenses related to the Maintenance. Upon receipt of written notice from the City to Association at the address listed in **Section 8** hereof (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 8** hereof), informing Association of the City's inability to assess all or any portion of the Annual levies sufficient for the Maintenance, the Suspension Period shall terminate and Association shall have the absolute obligation to pay the City the full amount necessary to cover all costs and expenses related to the City's Maintenance of Association Property in excess of the amount that the City is able to assess directly against the Residential Lots (the "**HOA Payment Obligations**"). Further, Association hereby assigns to the City, and the City shall have, the first right to any amounts collected by Association from owners of Residential Lots ("**Owners**") in such amounts as necessary to satisfy the HOA Payment Obligations.

4. Budget and Reimbursement to the City. Following termination of the Suspension Period, the City shall prepare and provide to Association a budget for the next Fiscal Year (as defined below) for the Maintenance obligations described in **Exhibit "B" ("Budget")**, which Budget shall set forth the Fiscal Year expenses projected to be incurred by the City for Maintenance and operations of the City with respect to Association Property (including, without limitation, the City's administrative overhead). The expense projections in each year's Budget shall be based upon the Maintenance and operating expenses (including, without limitation, the City's administrative overhead) incurred by the City within the previous three (3) years, and may include (i) normal and customary reserves and contingencies, and (ii) cost of living increases based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the United States Department of Labor's Bureau of Labor Statistics. The Budget shall also reflect an amount for depreciation of facilities, if any, and a reserve for replacement of

MV00106156

plants and other improvements. Following the termination of the Suspension Period and Association's receipt of the Budget, Association shall make annual payments to the City for Maintenance and operations expenses incurred by the City as set forth in such Budget by July 1 of the Fiscal Year to which such payment applies. For the purposes of this Agreement, the City's "Fiscal Year" shall be July 1 through June 30, unless Association is otherwise notified of a change pursuant to **Section 8** hereof.

Notwithstanding any other provision herein, the parties hereto acknowledge, understand and agree that in the event that the right of the City to impose the charges contemplated herein is or becomes prohibited, then, notwithstanding such prohibition, it is the intention of the parties hereto to continue to have the City perform the Maintenance as contemplated hereby, and to have the costs therefor charged to Association. In the event that Association fails or is unable to so assess the Owners for the amounts that the City is prohibited from assessing as contemplated hereby, then, after no less than sixty (60) days prior written notice by the City that Association is in default, Association shall have the absolute obligation to pay the City, and the City shall have the right to collect the HOA Payment Obligations from Association. Further, if and to the extent that there is a change in applicable law, including, without limitation, Section 1367.1 of the California Civil Code (which the Parties acknowledge arguably prohibits an "Assignment" (as defined below)) such that an Assignment is clearly permitted (as reasonably determined by Association), the City shall have the option to require Association to assign to the City Association's right to directly assess Owners for such assessments, together with Association's corresponding remedies of lien and foreclosure provided in the Declaration in the event that any such Owner(s) fail to pay the required assessments (an "**Assignment**"). An Assignment pursuant to this paragraph is expressly subject to the following:

a. Any such delegation and/or assignment of assessment and/or lien rights shall be deemed a partial, non-exclusive assignment;

b. Association shall not make and expressly disclaims any representations and/or warranties that it has the right to assign any of its lien rights or rights to assess real property or levy assessments under the Declaration, and, if any assignment is made or deemed made, the City pursues same at its own risk; and

c. If any Assignment is determined, at any time, by any court or arbitrator, to not be permitted as a matter of law, the City shall immediately cease any actions related thereto.

5. Special Assessments and Increases in Assessments. This Agreement shall have no effect on Association's ability and right, in accordance with the terms of the Declaration, to (i) levy assessments, as may be required, or (ii) increase the budgeted amount of regular assessments, or (iii) to collect any parcel charges and to file assessment liens for such charges.

6. Obligations of Association. Association agrees as follows:

a. Association and its members shall not amend or repeal, directly or indirectly, the Declaration, or the restrictions described therein, and no rules or regulations of the

MV00106157

Board of Association shall be adopted, amended, or repealed, in each case which in any manner increases or may increase the obligations of the City, or decreases or may decrease the obligations of Association, under this Agreement, without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion;

b. Association may not assign, transfer, or hypothecate this Agreement or their rights or obligations hereunder; provided, however, that the parties hereto hereby agree and recognize that any right of the City to payment from Association in respect of the HOA Payment Obligations does not constitute an assignment or transfer of the rights or obligations under this Agreement. In addition, in view of the personal nature of this Agreement, Association agrees that, during the term of this Agreement, it will not sell, transfer, encumber, or otherwise dispose of Association Property, or any part thereof, without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion, and any purported sale, transfer, hypothecation, or other disposition thereof, without such consent, shall be null and void ab initio; and

c. Association shall pay, the annual amount to the City required pursuant to **Section 4** hereof, if any, which payment obligation shall constitute a "Common Expense" as such term is defined in the Declaration.

7. Establishment and Maintenance of Trust Account.

a. No later than thirty (30) days after the approval of this Agreement by the legislative body of the City, Association and the City shall establish an irrevocable trust account to be held by the City (the "**Trust**" or the "**Trust Account**"), the sole beneficiary of which is the City. The purpose of such Trust shall be to: (i) fund any unfunded liability of Association associated with or arising from the Maintenance, or arising out of or related to the subject matter of this Agreement after giving effect to all applicable insurance as described in **Section 11** hereof; (ii) provide full or partial payment with respect to any lawsuit, claim, charge, or fine associated with the Maintenance; (iii) to pay any insurance premium associated with Association Property or the Maintenance thereof if Association shall default in its obligation to pay same pursuant to **Section 11** hereof; and (iv) pay any amounts not promptly paid by Association with respect to its indemnity under **Section 10** hereof. The amounts held in trust may be invested with other amounts held by the City.

b. The initial deposit into the Trust shall be made by Association and shall equal three (3) times the deductible amount in the insurance policy for bodily injury and property damage insurance that Association must furnish in accordance with **Section 11** hereof. Each year Association shall as quickly as reasonably possible and consistent with all applicable legal authorities increase the amount in the Trust as necessary so that after any additional deposit the Trust value shall equal at least three (3) times the then deductible amount under the then effective liability insurance policy purchased to meet the terms of **Section 11** hereof.

c. All interest earned, dividends paid, or other amounts that accrue to the benefit of Trust shall be credited in the Trust.

d. If any amount in the Trust is withdrawn at any time for any lawful purpose permitted hereunder, Association covenants and agrees to replenish such amounts within ten (10) days upon written notice of such withdrawal to an amount equal at least three (3) times the then deductible amount under the liability insurance policy purchased to meet the terms of **Section 11** hereof.

e. At such time as the amount in the Trust exceeds five times the highest annual liability insurance policy deductible for the preceding five years (the "**Maximum Trust Amount**"), any funds in excess of such Maximum Trust Amount will be paid to Association.

f. Notwithstanding anything to the contrary herein, monies shall not be withdrawn from the Trust (or if withdrawn shall be promptly replenished by the City) if the liability arises due to the City's gross negligence or willful misconduct.

g. The Trust amount will be invested by the City in any investment permitted under the Government Code at the time of such investment.

8. Notices. All notices, statements, or other documents which any party shall be required or desire to give to any other party hereunder must be in writing and shall be given by the party only in one of the following ways: (i) by personal delivery, or (ii) by addressing it as indicated below, and by depositing it, registered or certified mail, postage prepaid, in the United States mail. If so delivered or mailed, each such notice, statement, or other document shall be conclusively deemed to have been given when personally delivered, or forty-eight (48) hours after the date of mailing (excluding Saturdays, Sundays, and federal holidays), as the case may be. The addresses for notices and other communications, until further notice, are:

THE CITY:	City of Moreno Valley 14177 Frederick Street Moreno Valley, California 92553 Attn: Henry Garcia
ASSOCIATION:	Pacific Moreno Valley, Inc. c/o Euclid Management Company P.O. Box 1510 Upland, CA 91785-1510 Attn: Rosan Mickey

9. Resolution of Certain Disputes. Any dispute between the City and Association, which relates to this Agreement shall be settled between them by Judicial Reference as provided by California Law. Accordingly, any such dispute shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, §§638 - 645.1, inclusive, and in connection therewith:

a. The Parties to such dispute shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt

MV00106159

and expeditious resolution of the dispute or controversy in accordance with the terms of this Agreement;

b. The Parties to such dispute shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may seek to have a referee appointed pursuant to the California Code of Civil Procedure §§638 and 640;

c. Subject to the limitations of this Section, the referee shall have the right to award all legal or equitable relief appropriate under the circumstances of the controversy before him or her;

d. The cost of such proceeding shall be apportioned among the Parties to the dispute in accordance with California Code of Civil Procedure §645.1. In no event shall any such reference proceeding or any appeal therefrom result in an award of punitive damages, and all such damages are hereby waived.

10. Indemnity.

a. Association agrees to indemnify, save, defend, and hold harmless the Community Services District of the City of Moreno Valley, the City, the Moreno Valley Redevelopment Agency, and their respective officers, agents and employees (all of the foregoing persons, other than Association, are collectively referred to as the "**City Indemnitees**") from and against any claim, action, damages, costs (including, without limitation, all attorney's fees and litigation costs), injuries, or liability (collectively referred to as "**Claims**") arising out of the performance of any action contemplated by this Agreement by Association. Should any of the City Indemnitees be named in any suit, or should any claim be brought against any of the City Indemnitees by suit or otherwise, arising out of performance by Association of services rendered pursuant to this Agreement, Association will defend each such City Indemnitee (at each such City Indemnitee's request and with counsel satisfactory to each such City Indemnitee) and will indemnify each such City Indemnitee for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the sole negligence or willful misconduct of such City Indemnitee.

b. The City agrees to indemnify, save, defend and hold harmless the Association and its officers, agents and employees from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, its officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the negligence or willful misconduct of the Association, its officers, agents or employees.

11. Insurance.

a. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Association will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$1,000,000 per occurrence $ 500,000 Property Damage $2,000,000 aggregate
Business automobile liability	$1,000,000
Workers' compensation	Statutory requirement.

b. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed (i) to name the City, Moreno Valley Community Services District, Redevelopment Agency of the City of Moreno Valley, and their respective officials and employees as "additional insured" under said insurance coverage, and (ii) to state that such insurance will be deemed "primary" such that any other insurance that may be carried by any of the City Indemnitees will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancellable or subject to reduction except upon thirty (30) days prior written notice to the City Indemnitees.

c. [Intentionally Omitted]

d. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

e. Each of the City Indemnitees shall be named as additional insured on all policies of insurance except errors and omissions and workers' compensation.

f. Association will furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.

g. Should Association, for any reason, fail to obtain and maintain the insurance required by this Agreement, the City may obtain such coverage at Association's expense and deduct the cost of such insurance from payments due to Association under this Agreement or terminate.

h. If the definitive insurance policy meeting the terms of **Section 11** and corresponding to the pro forma policy is not issued within ninety (90) days from the Effective

MV00106161

Date of this Agreement, then Association covenants and hereby agrees without defense or future objection that the City may do the following without any liability whatsoever:

i. Cease issuing building permits for the Project; and

ii. Cease issuing or otherwise approving certificates of occupancy for any aspect of the Project regardless of the date the building permit was issued.

i. Association further acknowledges and agrees that notwithstanding **Subsections 11(g)** and **11(h)** above, all of its other obligations under this Agreement will become effective and remain in full force and effect upon the execution and delivery of this Agreement and the delivery and acceptance by the City of the documents and material described in **Subsection 11(f)** above and/or the insurance policy.

The requirements for the insurance shall only terminate upon termination of this Agreement as specified in **Section 1** hereof.

12. Recordation. This Agreement and any amendment thereto shall be recorded within the records of the Office of the Recorder for the County of Riverside and shall constitute a covenant running with the land for all the parcels within the Project and shall be binding on Association, all property owners, administrators, executors, assigns, heirs, and all other successors in interest.

13. Default and Remedies. In the event Association fails to make the payments required under **Section 4** hereof, fails to obtain the insurance required under **Section 11** hereof, or fails to take any other required action under this Agreement, the City may take whatever action at law or in equity or under this Agreement to which it is entitled, including but not limited to an action for damages or for specific performance or otherwise to enforce performance and observance of any obligation, condition or covenant of Association under this Agreement. Notwithstanding anything else in this Agreement, if Association fails to obtain the insurance required under **Section 11** hereof, the City may obtain such insurance insuring the City, and if available, Association, and charge Association for same. As permitted under the Declaration, the City may recover such insurance costs and other costs associated with the remedies permitted hereby through the Regular Assessment as defined in the Declaration. In addition, the City shall be entitled to all of its costs associated with enforcing the terms of this Agreement, including, without limitation, attorneys' fees and costs, and court costs. Such costs may also be enforced through the Regular Assessments.

14. Miscellaneous. As used in this Agreement, all words in the masculine, feminine, or neuter gender, and the plural or singular number, shall each be construed to include the others whenever the context so requires. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Time is of the essence of this Agreement. No change in or addition to, or waiver or termination of this Agreement or any part thereof, shall be valid unless in writing and signed on behalf of each of the Parties hereto. Every provision of this Agreement is intended to be severable. If any term or provision

hereof is illegal or invalid for any reason whatsoever, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

MV00106163

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

THE CITY:

CITY OF MORENO VALLEY

By:_____
Name: Richard Stewart
Title: Mayor

ASSOCIATION:

PACIFIC MORENO VALLEY, INC., a California nonprofit mutual benefit corporation

By: Rosan Mickey
Name: Rosan Mickey
Title: President

By: _____
Name: Rebecca Ngai
Title: Vice President

Effective Date: _____

Attest:

_____
Jane Halstead, the City Clerk
Date

Approved As To Form:

_____
Robert L. Hansen, the City Attorney
Date

MV00106164

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On APRIL 13, 2011, before me, PRIMO ALEGADO ESTILLOMO, a Notary Public,
(ANNA ROSE MICKEY)
personally appeared ROSAN MICKEY AND REBECCA NGAI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PRIMO ALEGADO ESTILLOMO
Commission # 1858195
Notary Public - California
Orange County
My Comm. Expires Jul 17, 2013

Signature of Notary Public

Place Notary Seal Above

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On APRIL 13, 2011, before me, PRIMO ALEGADO ESTILLOMO, a Notary Public,
(ANNA ROSE MICKEY)
personally appeared ROSAN MICKEY AND REBECCA NGAI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PRIMO ALEGADO ESTILLOMO
Commission # 1858195
Notary Public - California
Orange County
My Comm. Expires Jul 17, 2013

Signature of Notary Public

Place Notary Seal Above

MV00106165

EXHIBIT "A"

Association Property

LOT "I" OF TRACT 29920-1 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THAT TRACT MAP RECORDED IN BOOK 369, PAGE(S) 10 – 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

LOT "G' OF TRACT 29920 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THAT TRACT MAP RECORDED IN BOOK 417, PAGE(S) 90-93, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"

Maintenance of Association Property by the City

The purpose of the maintenance services program is to ensure the protection of water quality and stormwater control by the successful implementation of those landscape and irrigation improvements, located within Association Property identified in **Exhibit "A"**.

These maintenance guidelines are specifically tailored to establish and sustain material installed within Association Property. The City personnel with experience and knowledge in first flush/water quality ponds, plant habitat creation/preservation and landscaping and irrigation management will supervise all maintenance personnel.

For a minimum period of one hundred twenty (120) days ("**Establishment Period**") following completion of the initial material installation including completion of the landscape and irrigation improvements by Association, Association will be responsible for the care and maintenance of all material and improvements. Association's involvement during this period is proven to increase the successful adaptation of the plant material.

Within fourteen (14) calendar days, following the Establishment Period and the submittal to the City of "As-Built" planting, irrigation and grading plans for all areas to maintained under this Agreement, the City will evaluate Association Property for health of plant material and determine whether the landscape and irrigation systems are fully operable. If judged satisfactory by the City, the Establishment Period will be considered concluded and the City will notify Association pursuant to **Section 8** of this Agreement. At that time, the long-term maintenance program will begin, and the City will assume the maintenance services identified herein. Should the City judge the health of plant material and/or the landscape and irrigation systems are not fully operable, the City will not assume maintenance services and will notify Association at the address set forth in **Section 8** of this Agreement (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 8** hereof) of its decision.

Maintenance Services

In accordance with the City's Plant and Irrigation Maintenance Specifications, and all applicable law or regulations, the City will perform the maintenance services on an as-needed basis within Association Property. The determination of when such services are needed will be in the City's sole discretion.

The City shall not perform or otherwise be responsible to implement any monitoring or mitigation compliance or certify to monitoring or mitigation compliance affecting Association Property pursuant to, (i) any conservation covenant or easement, and (ii) any permits issued by the United States Army Corps of Engineers or other similar governmental regulatory agencies.

No other services by the City may be implied or inferred without amendment or modification to this Agreement.

PACIFIC IRIS III & EAGLE

29920-1; 29920

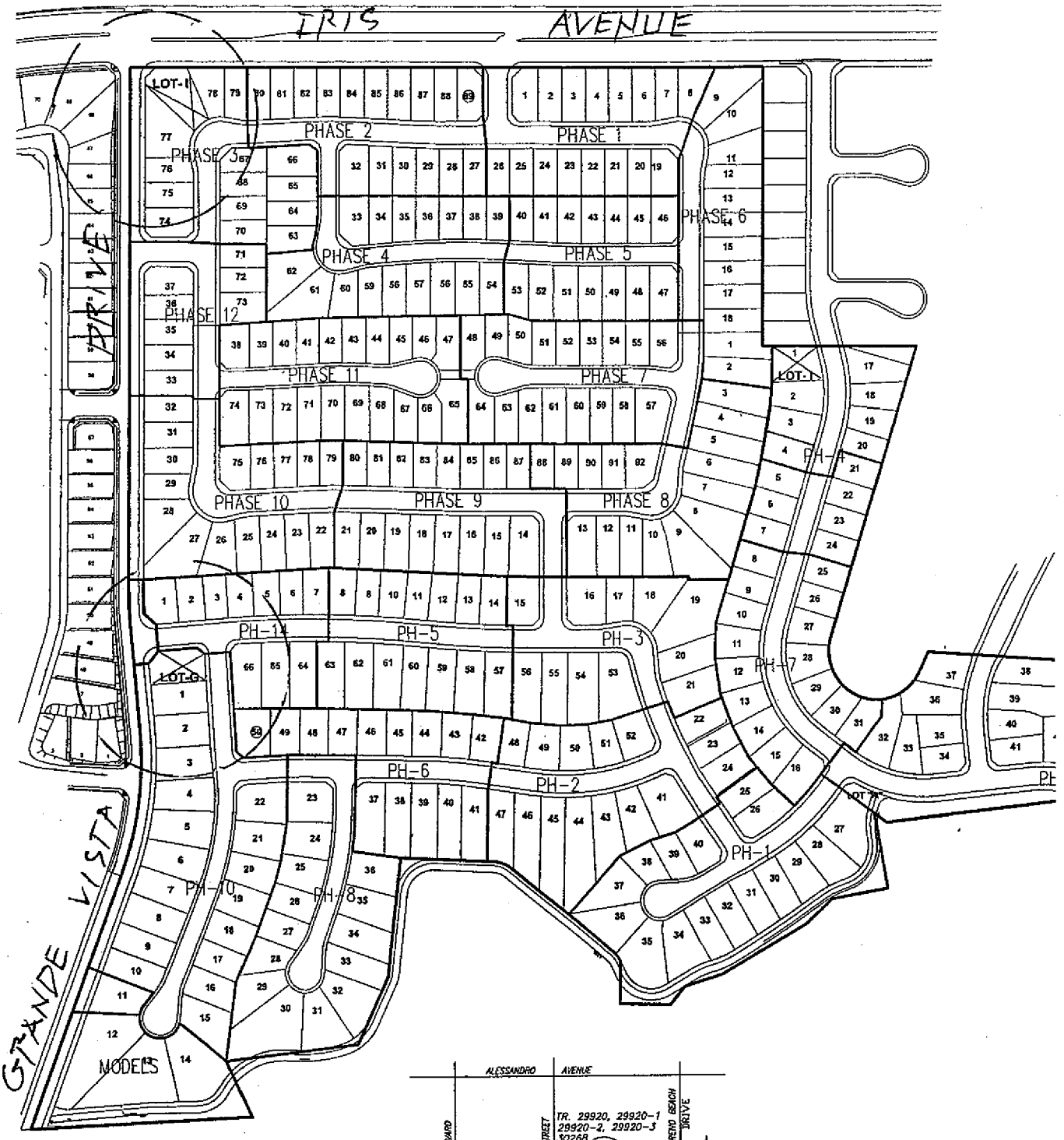

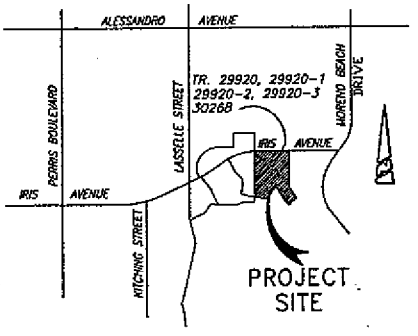

VICINITY MAP
NOT TO SCALE

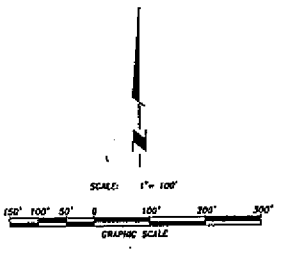

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 87-1 (Towngate)

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1") approve and adopt the following:

1 Resolution No. 2011-48 to accept and approve the Special Tax Report for fiscal year (FY) 2011/12 regarding CFD No. 87-1; and

2. Resolution No. 2011-49 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1.

BACKGROUND

As part of the formation proceedings, CFD No. 87-1 was authorized to issue bonds. In April 1988, the Series A Bonds were sold in the amount of $9,000,000 to finance certain public infrastructure improvements. The Series B Bonds were sold in August 1991 in the amount of $12,000,000 to fund the remaining improvements within CFD No. 87-1.

In May of 1994, the legislative body of CFD No. 87-1 approved the issuance of the Special Tax Refunding Series A ($14,170,000) and Series B ($8,530,000) Bonds, which were sold on June 24, 1994. These bonds are collectively known as the "Prior Bonds".

In October of 2007, the legislative body of CFD No. 87-1 adopted Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1. On November 29, 2007, $10,665,000 of CFD No. 87-1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in debt service requirements from the Prior Bonds as a result of receiving a favorable interest rate. Construction and acquisition of public improvements within CFD No. 87-1 have been completed for more than a decade.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 87-1 was established to finance the capital costs for roadway improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were issued to provide funding for these improvements. Only commercial properties within CFD No. 87-1 are subject to the annual special tax to repay the bonded indebtedness. Subsequent increases in the special tax, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners.

DISCUSSION

The City Council shall have the opportunity to consider implementing the rate and method of apportionment of the special tax ("RMA") required to meet the special tax requirement for CFD No. 87-1, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer. Detailed within the Annual Special Tax Report is the calculation of the special tax levy as per the RMA to meet the FY 2011/12 special tax requirement.

The maximum special tax rate for CFD No. 87-1 is $11,500 per net acre. This amount is uniformly applied to developed property and may only be applied to undeveloped property if the maximum special tax levy on the developed property is insufficient to cover the annual special tax requirement.

The special tax will be levied per parcel and collected on the annual Riverside County property tax bills. Only taxable parcels within the boundaries of CFD No. 87-1 shall be subject to the special tax. The total special tax requirement will be funded through a combination of CFD No. 87-1 special tax, TownGate Specific Plan Area tax increment as provided by the Redevelopment Agency, and excess Reserve Fund interest earnings.

Additionally, City Council is being asked to approve and adopt a resolution to approve the submittal of the CFD 87-1 Annual Accountability Report in compliance with California Government Code Sections 53410 and 53411 ("Code Sections"). Sales of local bonds require the chief fiscal officer of the issuing local agency to file a report with its governing body at least once a year ("Annual Accountability Report"). Beginning with Fiscal Year (FY) 2008/09, and every year thereafter, Special Districts shall include the requirements of this Annual Accountability Report as part of the CFD 87-1 Annual

Special Tax and Bond Accountability Report which is on file in the office of the City Treasurer. The Annual Accountability Report provides the following information, as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

ALTERNATIVES

1. By approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1 shall: 1) Approve and adopt the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 and 2) Approve and adopt the submittal of the Annual Accountability Report in compliance with the Code Sections, as submitted in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. *This approval would allow collection of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Special Tax Refunding Bonds and comply with state reporting requirements.*

2. By not approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1 shall: 1) Not approve nor adopt the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 and 2) Not approve nor adopt the Annual Accountability Report, as submitted in the Annual Special Tax and Bond Accountability Report. *If the collection of the special taxes are not approved, there may be a shortage of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Special Tax Refunding Bonds. Bond reserves would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Annual Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

The fiscal impact will be a special tax applied to the FY 2011/12 tax bill for each of the taxable parcels within the boundary of CFD No. 87-1. **Funds collected through CFD No. 87-1 are restricted funds, which may only be used to pay the debt service for CFD No. 87-1.** The amounts of the individual charges are reported in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. There are no general fund expenditures involved with this special tax obligation. Specific uses of Redevelopment tax increment, as defined in various Owner Participation Agreements, may offset the special taxes. No single family residential property is affected by this special tax levy. There is no fiscal impact associated with filing a report in compliance with the Code Sections.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in their capacity as the legislative body of the Moreno Valley CFD No. 87-1, shall have an opportunity to consider implementing the RMA to provide the payment of annual debt service for the Bonds. Also being considered is the approval of the Annual Accountability Report for CFD No. 87-1. Both the RMA and the Annual Accountability Report for CFD No. 87-1 are described in the Annual Special Tax and Bond Accountability Report, which are on file in the office of the City Treasurer.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Exhibit A	Resolution to accept and approve the Annual Special Tax Report for FY 2010/11 for CFD No. 87-1
Exhibit B	Resolution to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1
Exhibit C	Boundary Map for CFD No. 87-1

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE)

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the $9,000,000 City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Special Tax Bonds, Series "A" ("1988 Bonds"); and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the $12,000,000 City of Moreno Valley Towngate Community Facilities District No. 87-1 Special Tax Bonds, Series "B" ("1991 Bonds"); and,

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the City of Moreno Valley Community Facilities District No. 87-1 (Towngate) $14,170,000 Special Tax Refunding Bonds, Series A ("1994 Series A Bonds") and $8,330,000 Special Tax Refunding Bonds, Series B ("1994 Series B Bond") (collectively, the "Prior Bonds"); and,

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and,

WHEREAS, this legislative body, approved Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at $10,665,000; and,

WHEREAS, this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and,

WHEREAS, an annual special tax report ("Report") for fiscal year ("FY") 2011/12, which fully sets forth all information concerning the District is on file in the office of the City Treasurer and is incorporated herein by this reference.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No. 87-1 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

RESOLUTION NO. 2011-49

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) OF THE CITY OF MORENO VALLEY, APPROVING THE SUBMITTAL OF AN ACCOUNTABILITY REPORT IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 53410 and 53411 FOR COMMUNITY FACILITIES DISTRICT NO. 87-1

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and,

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file a report with its governing body no later than January 1, 2001, and at least once a year thereafter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE that the City of Moreno Valley submits the report in compliance with the above mentioned Government Code Sections, and that a copy of the Annual Accountability Report is on file in the office of the City Treasurer for review by the public upon request.

.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

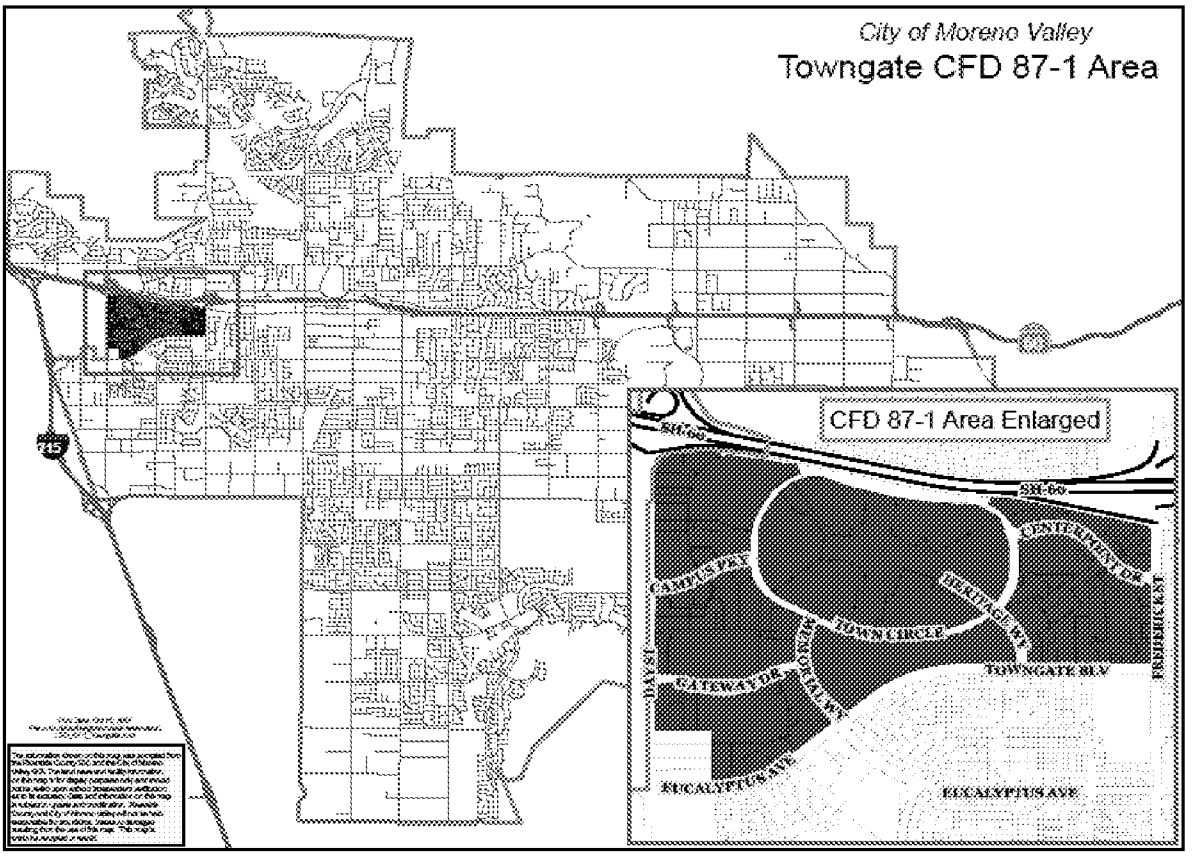
City of Moreno Valley
Towngate CFD 87-1 Area
CFD 87-1 Area Enlarged
SR-60
CAMPUS PL
TOWN CIRCLE
CENTER CIRCLE
CENTER COURT
TOWNGATE BLV
GATEWAY DR
DAY ST
FREDERICK ST
EUCALYPTUS AVE
EUCALYPTUS AVE

Exhibit C

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1") approve and adopt the following:

1) Resolution No. 2011-50 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12 for CFD No. 87-1 Improvement Area No. 1; and

2 Resolution No. 2011-51 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1.

BACKGROUND

As part of the formation proceedings, CFD No. 87-1, Improvement Area No. 1 was authorized to issue bonds. On March 23, 1993, the Moreno Valley City Council approved Resolution No. 93-16 to authorize the issuance of $5,000,000 in bonds for CFD No. 87-1 Improvement Area No. 1, which were sold on June 24, 1994. The bonds contained a capitalized interest component, which precluded the necessity to levy a Special Tax for 1993/94; therefore, fiscal year (FY) 1994/95 was the first year for a Special Tax levy.

In October of 2007, the legislative body of CFD No. 87-1 Improvement Area No. 1 adopted Resolution No. 2007-120 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1 Improvement Area No. 1. On November 29, 2007, $4,075,000 of CFD No. 87-1 Improvement Area No. 1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in the debt service requirement from the refunded bonds as a result of receiving a favorable interest rate. Construction and acquisition of public improvements within CFD No. 87-1 Improvement Area No. 1 have been completed for more than a decade.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 87-1 Improvement Area No. 1 was established to finance the acquisition, construction, and/or installation of public facilities, which include sewer and water improvements, traffic signals, freeway ramps and land for a detention basin. Bonds were issued to provide funding for these improvements. Only commercial properties within the District are subject to an annual special tax to repay the bonded indebtedness. Subsequent increases, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners.

DISCUSSION

The City Council shall have the opportunity to consider implementing the rate and method of apportionment of the special tax ("RMA") required to meet the special tax requirement for CFD No. 87-1 Improvement Area No.1, as submitted in the Special Tax Report on file in the office of the City Treasurer. Detailed within the Annual Special Tax Report is the calculation of the special tax levy as per the RMA to meet the FY 2011/12 special tax requirement. The special taxes for CFD 87-1 Improvement Area No. 1 shall be levied at a uniform rate per taxable acre on all parcels within each of two tax rate areas. Tax Rate Area 1 is responsible for 59% of the special tax levy up to the maximum special tax rate of $4,450 per taxable acre. Tax Rate Area 2 is responsible for 41% of the special tax levy up to a maximum special tax rate of $3,850 per taxable acre.

The special tax will be levied per parcel and collected on the annual Riverside County property tax bills. The special tax levy is applied only to those parcels within the boundaries of CFD No. 87-1 Improvement Area No. 1.

Additionally, City Council is being asked to approve and adopt a resolution to approve the submittal of the CFD 87-1 Improvement Area No. 1 Annual Accountability Report in compliance with California Government Code Sections 53410 and 53411 ("Code Sections"). Sales of local bonds require the chief fiscal officer of the issuing local agency to file a report with its governing body at least once a year ("Annual Accountability Report"). Beginning with FY 2008/09, and every year thereafter, Special Districts shall include the requirements of this Annual Accountability Report as part of the CFD 87-1 Improvement Area No. 1 Annual Special Tax and Bond Accountability

Report, which is on file in the office of the City Treasurer. The Annual Accountability Report provides the following information as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

ALTERNATIVES

1. By approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1, Improvement Area No. 1 shall: 1) Approve and adopt the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 Improvement Area No. 1 and 2) Approve and adopt the submittal of the Annual Accountability Report in compliance with the Code Sections, as submitted in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. *This approval will allow collection of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Improvement Area No. 1 Special Tax Refunding Bonds and comply with state reporting requirements.*

2. By not approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1, Improvement Area No. 1 shall: 1) Not approve nor adopt the proposed resolutions for the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 Improvement Area No. 1 and 2) Not approve nor adopt the Annual Accountability Report, as submitted in the Annual Special Tax and Bond Accountability Report. *If the collection of the special taxes are not approved, there will be a shortage of funds necessary to pay the annual debt service on CFD No. 87-1 Improvement Area No. 1 Special Tax Refunding Bonds. Bond reserves would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting the viability of future bond sales. Filing of the Annual Accountability Report is a legal requirement, which would be a violation of the Code Sections.*

FISCAL IMPACT

The fiscal impact will be a special tax applied to the 2011/12 tax bill for each of the taxable parcels within the boundary of CFD No. 87-1 Improvement Area No. 1. **The funds collected through the CFD No. 87-1, Improvement Area No. 1 are restricted funds, which may only be used to pay the debt service for CFD No. 87-1, Improvement Area No. 1**. The amounts of the individual charges are reported in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. There are no general fund expenditures involved with this special tax obligation. The property within the CFD No. 87-1 Improvement Area No. 1 boundary is commercial; therefore, there are no residential properties affected by this special tax levy. There is no fiscal impact associated with filing a report in compliance with the Code Sections.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 Improvement Area No. 1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in their capacity as the legislative body of the Moreno Valley CFD No. 87-1 Improvement Area No. 1, shall have an opportunity to consider implementing the RMA to provide the payment of the annual debt service for the Bonds. Also being considered is the approval of the Annual Accountability Report for CFD No. 87-1 Improvement Area No. 1. Both the RMA and the Annual Accountability Report for CFD No. 87-1 are described in the Annual Special Tax and Bond Accountability Report, which are on file in the office of the City Treasurer.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Exhibit A	Resolution to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 Improvement Area No. 1
Exhibit B	Resolution to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1
Exhibit C	Boundary Map CFD No. 87-1 Improvement Area No.1

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE REPORT FOR FISCAL YEAR 2010/11 REGARDING COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 Improvement Area No. 1 ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the $5,000,000 City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 Special Tax Bonds; and,

WHEREAS, on October 27, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of $4,075,000 for Community Facilities District No. 87-1 Improvement Area No. 1; and,

WHEREAS, an annual special tax report ("Report") for fiscal year ("FY") 2011/12, which fully sets forth all information concerning the District is on file in the office of the City Treasurer and is incorporated herein by this reference.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, on file in the Office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No 87-1 Improvement Area No. 1 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the tax.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00106185

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

RESOLUTION NO. 2011-51

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 OF THE CITY OF MORENO VALLEY, APPROVING THE SUBMITTAL OF THE ANNUAL ACCOUNTABILITY REPORT IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 53410 and 53411 FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 IMPROVEMENT AREA NO. 1

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and,

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Accountability Report ("Report") with its governing body no later than January 1, 2001, and at least once a year thereafter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE that the City of Moreno Valley submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

Exhibit B

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00106188

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00106190

Boundary Map

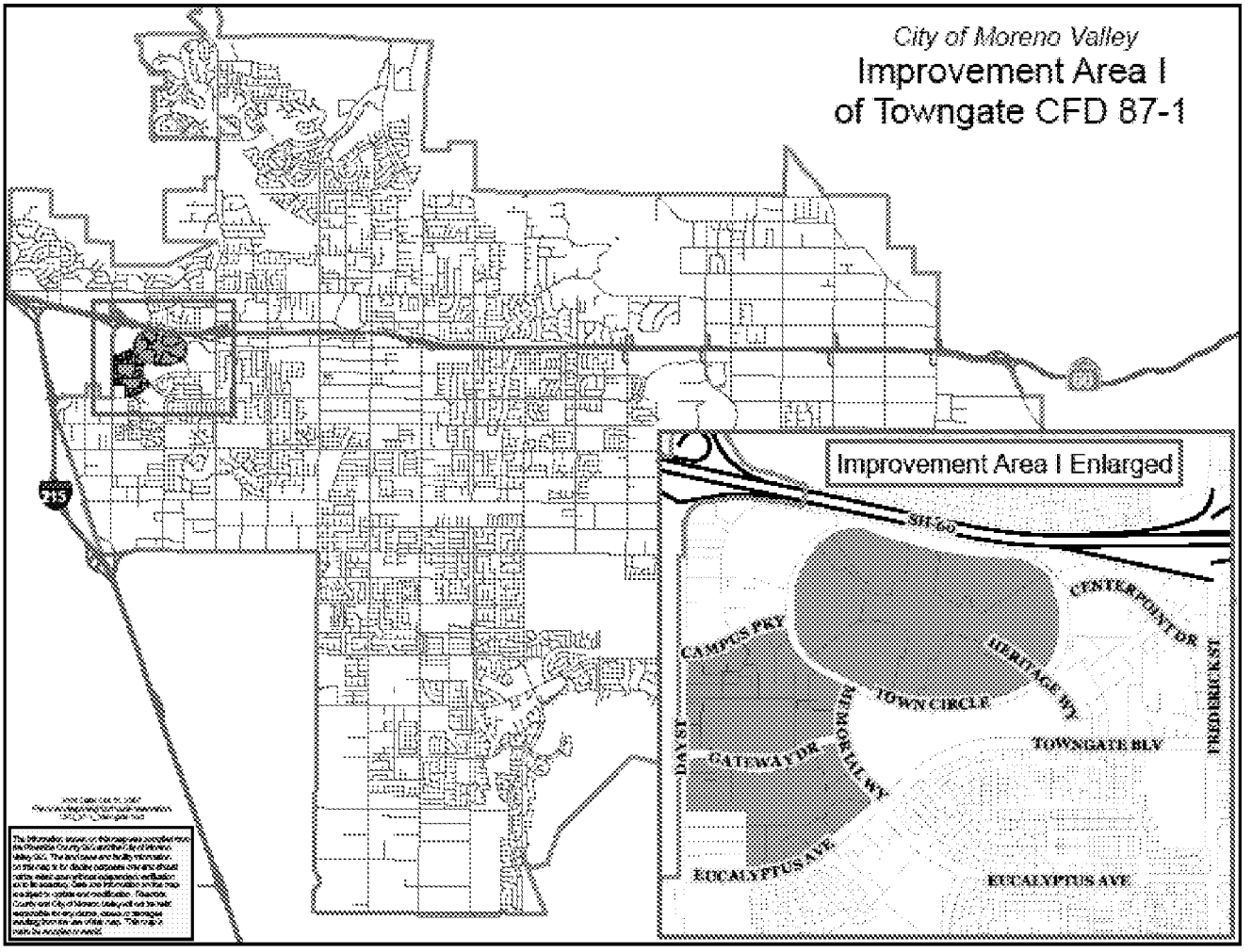

Exhibit C

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3"), approve and adopt Resolution No. 2011-52 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12, on file in the office of the City Treasurer.

BACKGROUND

The City of Moreno Valley Community Facilities District No. 2 (Auto Mall) ("CFD No. 2") formation permitted a bonded indebtedness in an amount not to exceed $14,700,000. The sale of bonds in June 1989 financed the construction and acquisition of infrastructure improvements. Except for funds set aside for traffic signal construction at the eastbound off ramp of State Route 60 and Moreno Beach Dr., the improvements were declared complete in 1993, and the excess improvement funds were used to retire $2,805,000 in bonds in December 1993. The traffic signal construction was completed June 14, 1996, and the remaining funds were used to call $95,000 in bonds on June 2, 1997.

There were special tax payment delinquencies on eleven (11) parcels within CFD No. 2. Landmark Land Company of California failed to remit their payments starting with the April 10, 1994 through December 10, 1999 installments on nine parcels. Foreclosure proceedings began in May 1994. The foreclosure was delayed due to bankruptcy proceedings against Oak Tree Federal Savings Bank, Landmark Land Company's

parent corporation. On February 7, 1997, a judicial foreclosure sale was held at the Riverside County Courthouse. No bids were received for the properties. In addition to the nine Landmark Land Company delinquencies, the Federal Deposit Insurance Corporation (FDIC) failed to make the April 10, 1997, through December 10, 1999, payments on two (2) parcels.

The bonds defaulted on December 1999, requiring City staff to work with the current auto dealerships and professional consultants to resolve the delinquencies by refinancing the outstanding debt and providing for the acquisition of the nonperforming parcels by new property owners.

On January 25, 2000, a Settlement Agreement, as developed through a combined effort of City staff, the Auto Mall dealerships, and professional consultants, was approved by the City Council. The City Council adopted the Amended and Restated Agreement on March 7, 2000. These agreements provided for the refinancing of the CFD No. 2 Special Tax Bonds and restructuring of the special taxes, remedied the Event of Default on December 1, 1999, reduced and discharged the delinquent ad valorem taxes and special taxes, provided for the disposition of the nonperforming parcels, facilitated development of the nonperforming parcels, established a defined interpretation of the calculation of special tax, and settled all claims. In March 2000, the City formed Community Facilities District No. 3 ("CFD No. 3") for the purpose of restructuring the special tax and issuing bonds to refinance CFD No. 2. On April 5, 2000, $8,075,000 of CFD No. 3 bonds were sold to refinance the outstanding CFD No. 2 bonds. At formation of CFD No. 3, the rate and method of apportionment ("RMA") established a maximum special tax rate that could be levied against properties within CFD No. 3.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 2 was established to finance the capital costs for public improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were sold to provide the funding for acquisition of these improvements. Only properties benefiting from the improvements had annual special tax levies placed on the property tax roll to repay the bonded indebtedness. CFD No. 3 Special Tax Bonds, Series 2000 (the "Bonds"), were issued to refinance the CFD No. 2 bonds. Subsequent increases if required, not addressed in the March 7, 2000, CFD Report, will be subject to a two-thirds voter approval by the property owners.

DISCUSSION

The City Council shall have the opportunity to consider implementing the RMA required to cover the special tax requirement for CFD No. 3, as submitted in the Special Tax Report on file in the office of the City Treasurer. Detailed within the Annual Special Tax Report is the calculation of the special tax levy as per the RMA to meet the FY 2011/12 special tax requirement. The maximum special tax rates are based upon the assigned zone and development status for each parcel within CFD No. 3, as determined by the timing of the building permit. Developed parcels are those parcels that have a building permit issued prior to January of the current year. For each fiscal year following 2000/01, the Maximum Special Tax rates shall increase by an amount equal to 2% of

the Maximum Special Tax in effect for the prior fiscal year. The Maximum Special Tax applicable to each parcel, or portion thereof, shall be obtained by multiplying the taxable acreage for the parcel or portion thereof by the appropriate maximum special tax rate for the parcel's assigned zone as shown within the table below.

Community Facilities District No. 3 (Auto Mall Refinancing) MAXIMUM SPECIAL TAX RATES BY LAND USE CLASSIFICATION FOR FISCAL YEAR 2011/12		
Zone	Developed Property	Undeveloped Property
A	NA*	NA*
B	$14,921/Taxable Acres	$8,963/Taxable Acres
C	$9,946/Taxable Acres	$3,345/Taxable Acres

* *Based upon the application of the RMA, properties located within Zone A of CFD No. 3 are not taxable after FY 2009/10.*

The special tax levy is applied only to those taxable parcels within the boundaries of CFD No. 3 and will be collected on the annual tax bills prepared by the County of Riverside. The debt service shall be paid from a combination of CFD special taxes and Redevelopment tax increment and limited project specific sales tax.

ALTERNATIVES

1. By approving and adopting the proposed resolution, the legislative body for CFD No. 3 shall approve and adopt the resolution to implement the rate and method of apportionment of the special tax levy required to cover the annual debt service of CFD No. 3, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer. *This approval would allow collection of funds necessary to pay the annual debt service on CFD No. 3 Bonds.*

2. By not approving and adopting the proposed resolution, the legislative body for CFD No. 3 shall not approve nor adopt the resolution to implement the rate and method of apportionment of the special tax levy required to cover the annual debt service of CFD No. 3, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer. *If the collection of the special taxes are not approved, there will be a shortage of funds necessary to pay the annual debt service on CFD No. 3 Bonds. Bond reserves cover the shortfall and/or the payments to the bondholders to prevent an event of default. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales.*

FISCAL IMPACT

The fiscal impact will be a special tax applied to the CFD No. 3 property owner's 2011/12 tax bill. The amounts of the individual charges are reported in the Annual

Special Tax Report on file in the office of the City Treasurer. **The funds collected through the CFD No. 3 are restricted funds, which may only be used to pay the debt service for CFD No. 3.** There are no general fund expenditures involved with this special tax obligation. Specific uses of parcel Redevelopment tax increment and sales tax revenues, as defined in various Participation Agreements, may offset the special tax.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 3 bonded indebtedness shall be collected in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in their capacity as the legislative body of the Moreno Valley CFD No. 3, shall have an opportunity to consider implementing the RMA to provide the payment of the annual debt service of CFD No. 3, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Exhibit A Resolution to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 3

Exhibit B Boundary Map of CFD No. 3

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 3 OF THE CITY OF MORENO VALLEY (AUTO MALL REFINANCING)

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 2000-27 ("Resolution") approving the form of the Bond Indenture ("Indenture") terms and conditions pertaining to the issuance of the Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) Special Tax Bond, Series 2000 in the amount of $8,075,000 of the; and,

WHEREAS, the City has prepared and submitted the Annual Special Tax Report ("Report") for fiscal year ("FY") 2011/12, which fully sets forth all information concerning the District, which is on file in the office of the City Treasurer and is incorporated herein by this reference.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No. 3 as set forth in the Report and herby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

Boundary Map

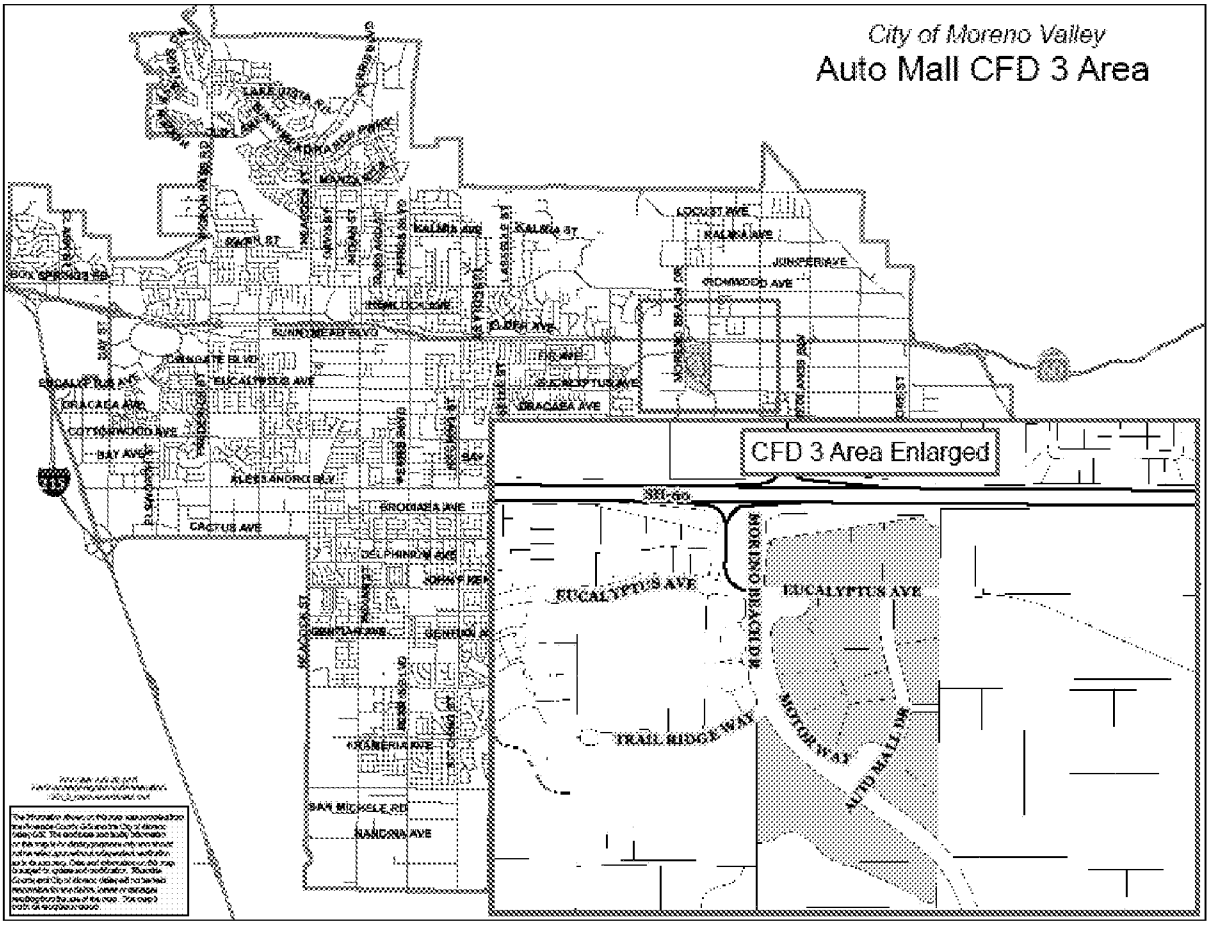

Exhibit B

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 4—Maintenance

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ACCEPTANCE OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4—MAINTENANCE FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 4—Maintenance ("CFD No. 4—M") approve and adopt Resolution No. 2011-53 to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12.

BACKGROUND

Centerpointe Business Park is an industrial development area, which is generally located north of Cactus Avenue, south of Alessandro Boulevard, east of Frederick Street, and west of Heacock Street. As a condition of development, stormwater detention basin improvements were constructed to accommodate storm runoff within the Centerpointe Business Park industrial development area and adjoining properties.

On October 25, 2005, City Council adopted Resolution No. 2005-97 to form and establish CFD No. 4—M, to provide stormwater facilities maintenance, and to authorize the submittal of the levy of special taxes on properties within the Centerpointe Business Park industrial development, including adjacent properties that may in the future be annexed into CFD No. 4—M. Maintenance, as defined in the resolution to form CFD No. 4—M includes, but is not limited to, the provisions of all labor, materials, administration, equipment, utilities, and incidental expenses necessary to provide maintenance of the stormwater facilities.

DISCUSSION

The City Council shall have the opportunity to consider implementing the rate and method of apportionment of the special tax ("RMA") to cover the special tax requirement for CFD No. 4—M, as submitted in the special tax report on file in the office of the City Treasurer. Detailed within the annual special tax report ("Report") is the calculation of the special tax levy as per the RMA to meet the fiscal year ("FY") 2011/12 special tax requirement.

The maximum annual special tax for each tributary assessor's parcel of developed and undeveloped property, as established by the RMA, shall be increased each fiscal year thereafter, beginning in July 2007, by an amount equal to the Engineering News-Record Building Cost Index ("BCI") for the City of Los Angeles, measured as of the end of the calendar year. For FY 2011/12 the maximum special tax would be increased by 5.26% to $0.008978 per square foot of land area, based upon the application of the BCI. The special tax levy shall be applied proportionately on each parcel of developed and undeveloped property within the boundaries of CFD No. 4—M up to 100% of the applicable maximum annual special tax. The special tax levy per parcel will be collected on the Riverside County property tax bill. However, the special tax levy for the United States Postal Service, assessor parcel number 297-170-071, shall be direct billed.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 4—M. *This approval will allow collection of the special taxes necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4—M.*

2. **Do not approve or adopt the proposed resolution** to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 4—M. *If the special tax levy was not approved, there may be a shortage of funds necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4—M.*

FISCAL IMPACT

There is no impact on the General Fund regarding the levy of the special tax for CFD No. 4—M. The fiscal impact for CFD No. 4—M will be a levy of a special tax applied to the property owner's FY 2011/12 tax bill or a direct bill for tax-exempt properties. The special tax levied on properties within the boundaries of CFD No. 4—M can only be used to cover the annual special tax requirement for this district. Properties within the boundaries of CFD No. 4—M consists of commercial and industrial developments; residential properties are not affected by this special tax levy.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
Special taxes necessary to fund CFD No. 4—M services shall be collected in accordance with the provisions outlined within the RMA.

SUMMARY

The City Council shall have an opportunity to consider implementing the levy for CFD No. 4—M, per the RMA, to provide ongoing maintenance and administrative services for the stormwater and detention basin improvements.

EXHIBITS

EXHIBIT A A proposed resolution to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12
EXHIBIT B Boundary Map of CFD No. 4—M
EXHIBIT C Future Annexation Area Map of CFD No. 4—M

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Facilities Districts CFD\CFD 4-Maintenance\Administration\Annual Report\2011-12\staff report and resolution\Staff_Report for CFD No 4-M annual report.doc

RESOLUTION NO. 2011-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 approving the rate and method of apportionment of special taxes ("RMA") to authorize a levy of a special taxes within CFD No. 4-M; and,

WHEREAS, The City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2011/12; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 4-M as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

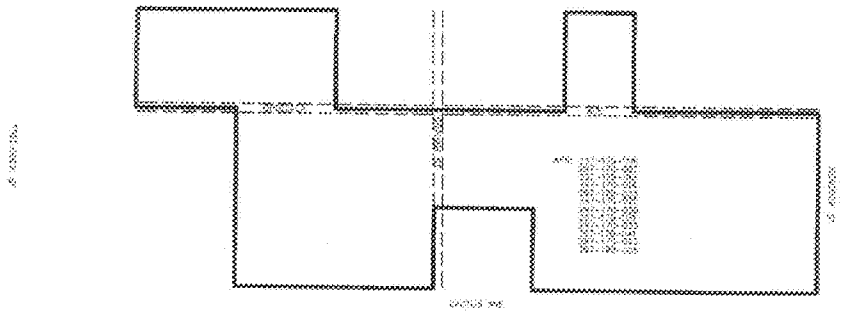

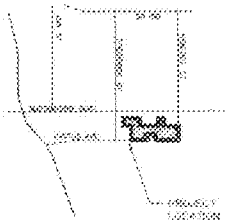

PROPOSED BOUNDARY MAP

Proposed Boundary of
Community Facilities District No. 4–Maintenance
of the City of Moreno Valley
County of Riverside, California

EXHIBIT B

FUTURE ANNEXATION AREA OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

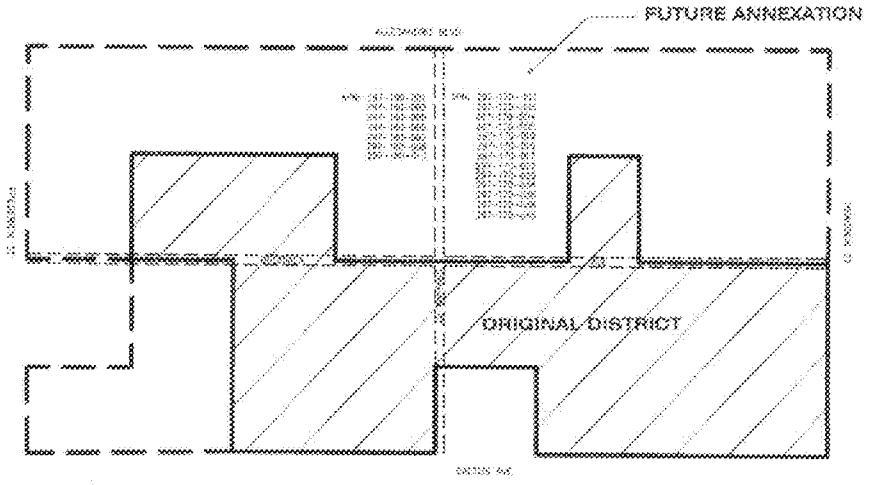

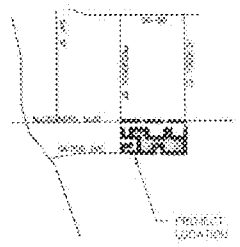

PROPOSED BOUNDARY MAP

Future annexation area of
Community Facilities District No. 4-Maintenance
of the City of Moreno Valley
County of Riverside, California

EXHIBIT C

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 5

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR FISCAL YEAR 2011/12 REGARDING MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt the following:

1. Resolution No. 2011-54 to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community Facilities District No. 5; and

2. Resolution No. 2011-55 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5.

BACKGROUND

Community Facilities District No. 5 ("CFD No. 5" or "District") consists of Stoneridge Towne Centre, which is zoned for commercial/retail use. The site, located at the northeast corner of the Nason Street and Fir Avenue, is approximately 64 gross acres, of which 33 are net taxable acres.

On October 25, 2005, City Council adopted Resolution No. 2005-104 to form CFD No. 5 to finance the capital costs related to the Stoneridge Towne Centre commercial development for street improvements (Nason Street, Dracaea Avenue, Eucalyptus Avenue, and Fir Avenue), traffic signals, water, sewer, drainage, and electrical improvements.

California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, the chief fiscal officer of the issuing local agency filing an Annual Accountability Report with its governing body at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

DISCUSSION

Each year during the term of the debt, an Annual Special Tax Report must be approved by the City Council to provide funds for the annual debt service requirements. Detailed within the Annual Special Tax Report is the total annual debt service, administrative requirements, and the calculation of the special tax levy, as per the rate and method of apportionment ("RMA"), to meet the fiscal year ("FY") 2011/12 special tax requirement. The FY 2011/12 Annual Special Tax Report is on file with the City Treasurer.

The maximum annual special tax for developed and undeveloped property has been established by the RMA at $10,652.00 per acre for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement. The maximum special tax rate for FY 2011/12 is $11,760.65 per acre. Subsequent increases, not addressed in the RMA, will be subject to a two-thirds voter approval of the property owners.

The special tax is applied only to those taxable parcels within the District boundaries, excluding parcels not subject to the special tax. The special tax obligation for parcels owned by Target Corp and Kohls Dept Stores, Inc has been prepaid. These parcels are no longer subject to the special tax. The special tax levy is levied on taxable parcels on the annual Riverside County property tax bills.

The CFD No. 5 Annual Accountability Report provides the following accountability measure as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Annual Special Tax and Bond Accountability Report, which is on file in the office of the City Treasurer.

ALTERNATIVES

1. **Approve and adopt the proposed resolutions:** 1) to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 5 and 2) to approve the submittal of the Annual Accountability Report for CFD No. 5. A*pproval of the*

resolutions will allow for the collection of the special taxes necessary to cover the annual debt service for CFD No. 5 and to ensure compliance with the Code Sections.

2. **Do not approve or adopt the proposed resolutions:** 1) to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 5 and 2) to approve the submittal of the Annual Accountability Report for CFD No. 5. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service for CFD No. 5. Bond reserves would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Annual Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

There is no fiscal impact on the General Fund associated with the annual debt service or for the submittal of the Annual Special Tax and Bond Accountability Report for CFD No. 5. The fiscal impact will be a special tax applied to the 2011/12 Riverside County property tax bills for those parcels subject to the CFD No. 5 special tax. The special tax levied on properties within the boundaries of CFD No. 5 can only be used to cover the annual special tax requirement for the District.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
Special taxes necessary to cover the annual debt service for CFD No. 5 shall be collected in accordance with the provisions outlined within the RMA.

SUMMARY

The City Council acting in their capacity as the legislative body of CFD No. 5 shall have an opportunity to consider implementing the special tax levy for CFD No. 5, per the RMA, to cover the special tax requirement for CFD No. 5, as submitted in the Annual Special Tax Report. Also being considered is the approval and submittal of the Annual Accountability Report for CFD No. 5, which has been incorporated into the Annual Special Tax Report. The Annual Special Tax and Bond Accountability Report is on file in the office of the City Treasurer.

EXHIBITS

EXHIBIT A Resolution to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community Facilities District No. 5
EXHIBIT B Resolution to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5
EXHIBIT C Boundary Map of Community Facilities District No. 5

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Facilities Districts CFD\CFD 5 Stoneridge\Administration\Annual Reports\2011-12\staff report and resolutions\CFD 5 11_12 levy - Staff Report.doc

RESOLUTION NO. 2011-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 5

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 5 ("CFD No. 5" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 to authorize a levy of a special tax within CFD No. 5; and,

WHEREAS, The City has prepared and submitted the Special Tax Report ("Report") for FY 2011/12; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No. 5 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

RESOLUTION NO. 2011-55

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 OF THE CITY OF MORENO VALLEY, APPROVING THE SUBMITTAL OF THE ANNUAL ACCOUNTABILITY REPORT IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 53410 and 53411 FOR COMMUNITY FACILITIES DISTRICT NO. 5

WHEREAS, Government Code §53410 requires that on or after January 1, 2001 any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and,

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Accountability Report ("Report") with its governing body no later than January 1, 2001, and at least once a year thereafter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE that the City of Moreno Valley submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

64/20

CITY

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 5 OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

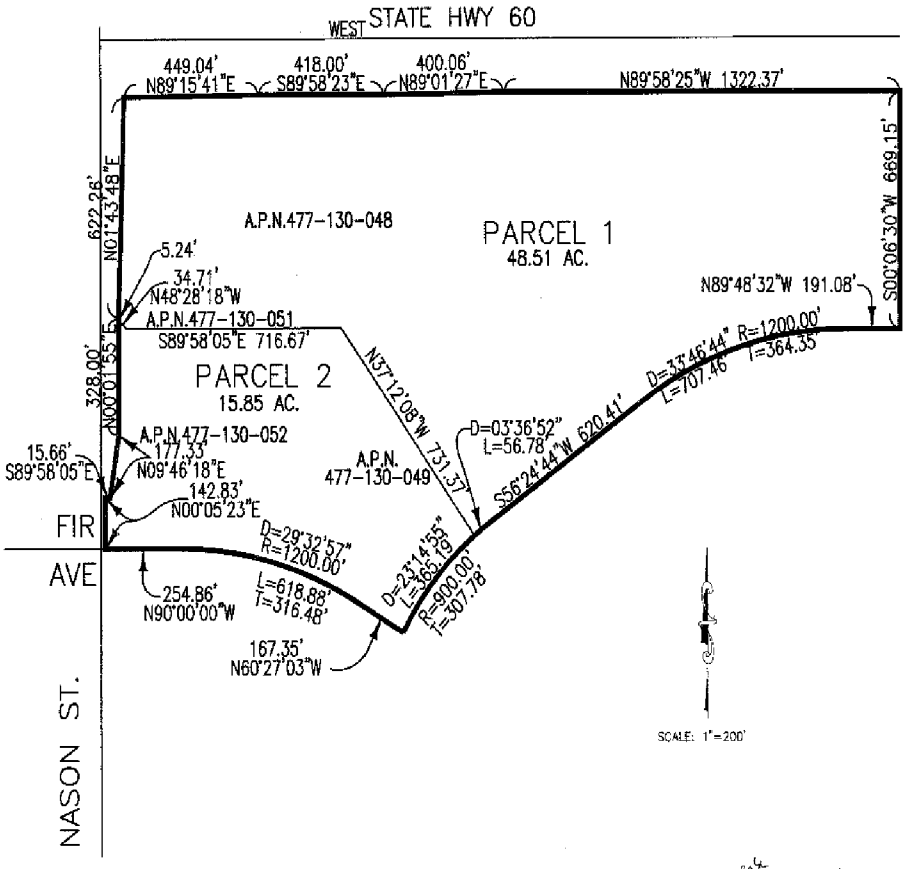

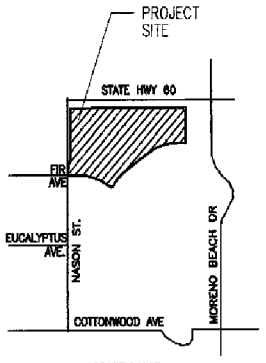

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September 2005.

CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE 13th DAY OF September 2005, BY ITS RESOLUTION No. 2005-78

CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September 2005, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 20 THROUGH — AS INSTRUMENT NO. 2005-0785291 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $ 7.—

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

PROPOSED BOUNDARY MAP

Community Facilities District No. 5
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 855-3895

04/22/05

G:\Moreno Valley\CFD\GIS\Map\CFD No 5 - Stoneridge Ranch.dwg

MV00106217

64/20

CITY

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 5 OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

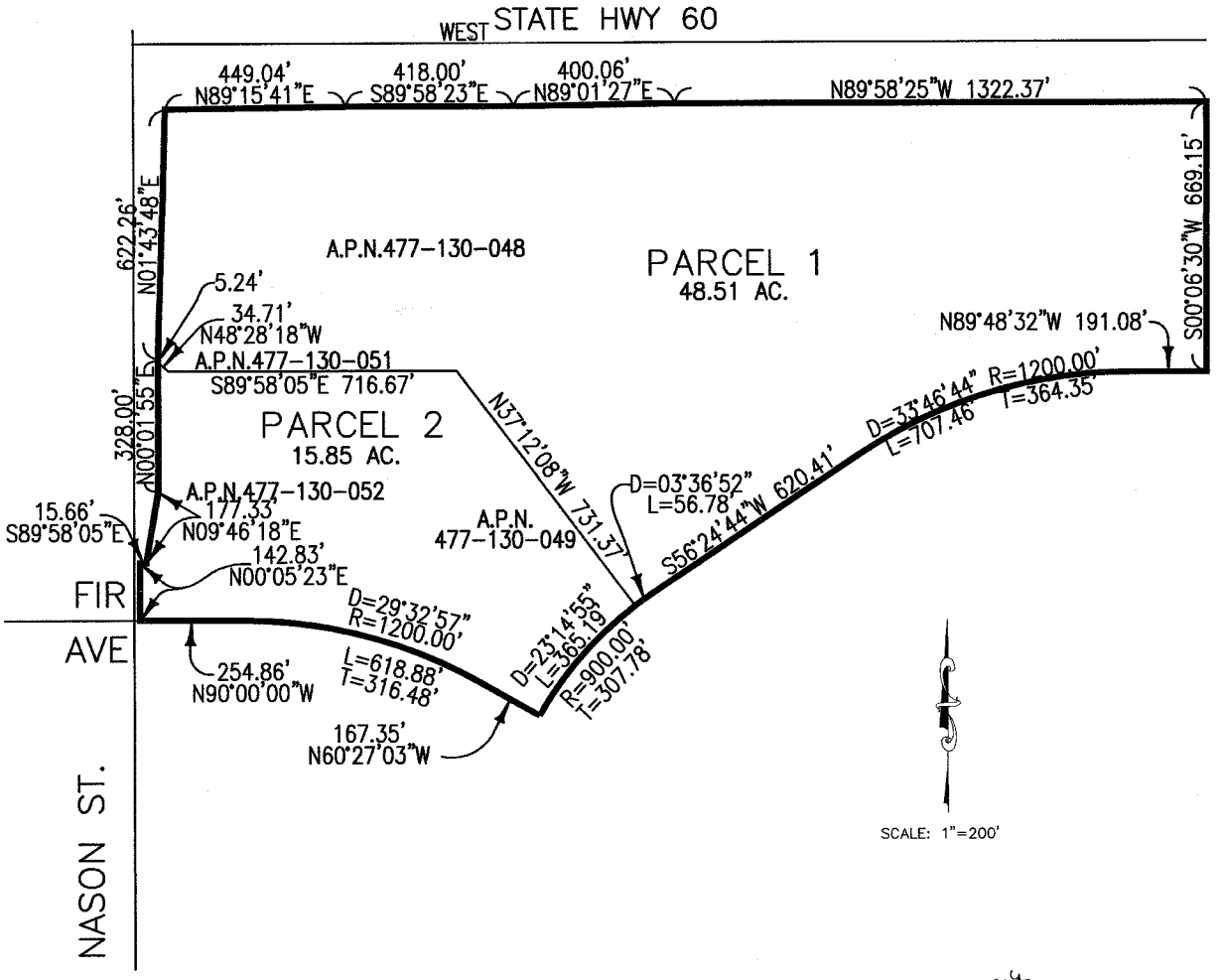

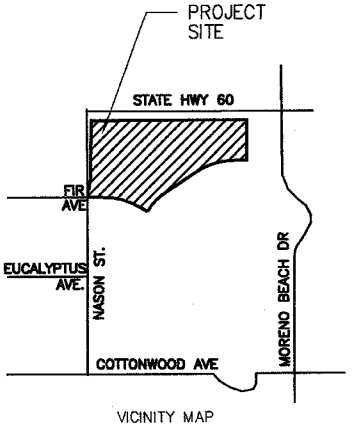

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September 2005.

Marcia Ayars
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY: AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE 13th DAY OF September, 2005. BY ITS RESOLUTION No. 2005-78.

Marcia Ayars
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September, 2005. AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 20 THROUGH — AS INSTRUMENT NO. 2005-0789529 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $ 7.—

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

PROPOSED BOUNDARY MAP

Community Facilities District No. 5
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 ● FAX (949) 655-3995

04/22/05

Q:\Moreno Valley\CFD#5\Map\CFD No 5 – Stoneridge Ranch.dwg

MV00106218

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: PA04-0004 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS

SOUTHWEST CORNER OF BAY AVENUE AND PAN AM BOULEVARD

DEVELOPER – MOVAL BAY APARTMENTS, L.P.
5 PARK PLAZA
SUITE 980
IRVINE, CA 92614

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the acceptance of certain public improvements associated with the project.

2. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with project PA04-0004 for public improvements.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On June 24, 2004, the Planning Commission of the City of Moreno Valley approved PA04-0004. This project is a proposal to develop a 61-unit affordable apartment complex with recreational amenities on 3.6 acres of vacant land.

On July 11, 2006, the City Council of Moreno Valley approved the agreement and bonds for public improvements in the amounts of $207,000 for Faithful Performance and $103,500 Material & Labor. The developer was required to construct certain public street improvements that included driveways, asphalt pavement, sidewalk, curb & gutter, street lights, water, and sewer within Adrienne Street, Bay Avenue and Pan Am Boulevard. Those improvements received on-going inspection during the construction process. The improvements are now eligible for acceptance into the City's maintained street system. The City currently maintains the streets surrounding the project.

DISCUSSION

The completed improvements received a final inspection. The improvements were completed in accordance with the approved plans and standards of the City of Moreno Valley. It is therefore appropriate to accept those improvements and release the bonds.

ALTERNATIVES

1. Authorize the City Engineer to execute the exoneration of the bonds for public improvements.

2. Do not authorize the City Engineer to execute the exoneration of the bonds for public improvements.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Public Improvement Agreement with Bonds

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez
Senior Engineer, P.E.

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\5-10-11 - PA04-0004 - Exoneration of Agreement & Bonds.doc

VICINITY MAP

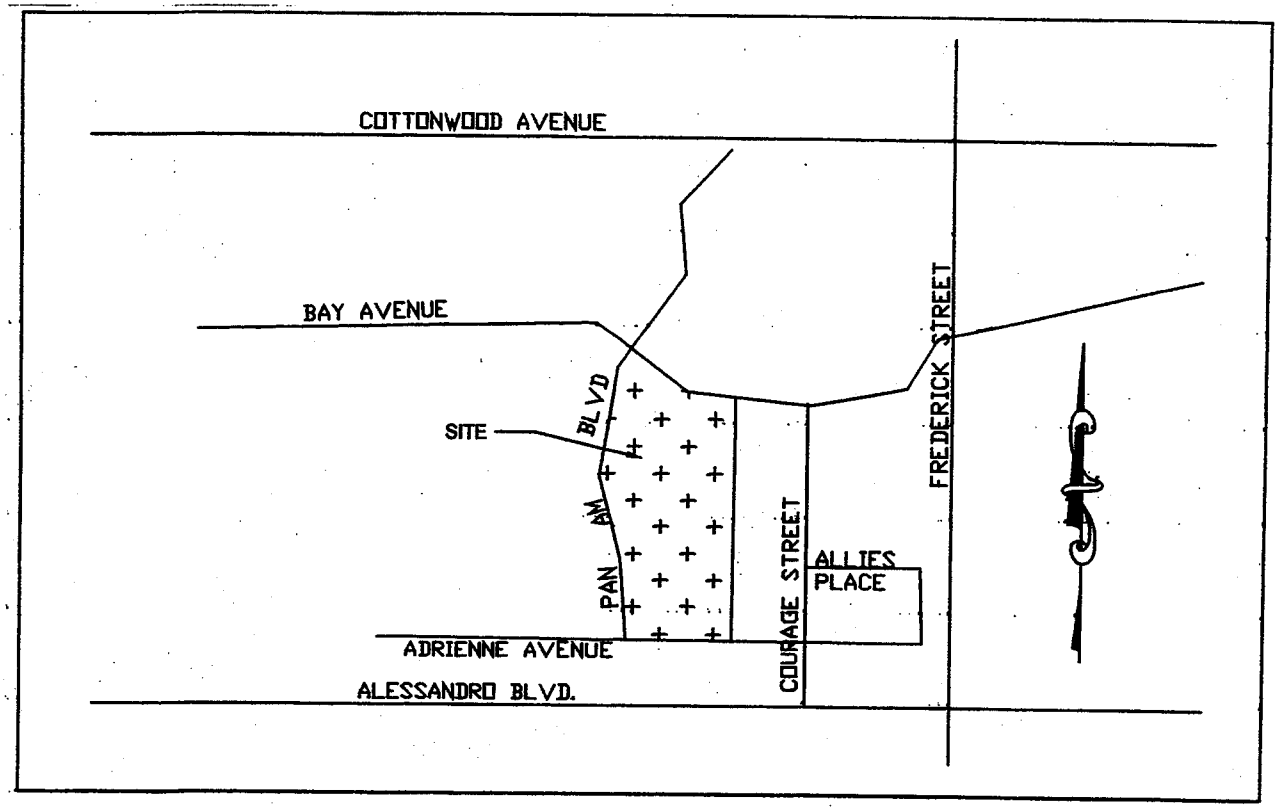

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** **EXHIBIT "A"**	**Bay Family Apartments** **PA04-0004**

W:\LAND\FORMS\VICINITY MAP.doc (01/04)

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA04-0004

APN 291-272-001

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **MOVAL BAY APARTMENTS, L.P.,** herein after called Contractor, on the date signed by the Mayor of the City.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA04-0004** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO HUNDRED SEVEN THOUSAND AND NO/100** Dollars (*****$207,000.00*****).

SECOND: Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

EXHIBIT "B"

FOURTH: The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Contractor:
MoVal Bay Apartments, L.P.
5 Park Plaza, Suite 980
Irvine, CA 92614

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

Date approved by the City: July 11, 2006

MOVAL BAY APARTMENTS, L.P.:

By: Christina Alley, Chief Executive Officer
Title

By: President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: Maynde Cyprosfor
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: Bonnie Flickinger
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 7/11/06

By: RDA
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

W:\LandDev\Lee Ann\Agreement Bond Packets\PA04-0004 Agreement.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On May 19, 2006, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

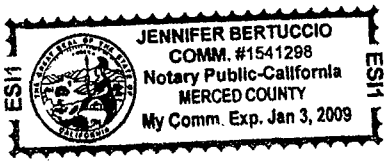

Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

EXHIBIT "A"
ENGINEER'S ESTIMATE

PROJECT: **PA04-0004**

DATE: **01/24/06**
PREPARED BY: **Anitra Holt** AH

STREET WORK

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation			0	C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
A.B. Class II	0.75	Thickness (ft.)				
	555	S.F.	30	Ton	55.00	1,660
A.C.	0.33	Thickness (ft.)				
	555	S.F.	13	Ton	90.00	1,195
A.C. Cap			0	Ton	90.00	0
A.C. Overlay			0	Ton	90.00	0
Grind & Pave 0.15'			0	S.F.	3.25	0
Curb and Gutter - 6"			70	L.F.	22.00	1,540
Curb and Gutter - 8"			0	L.F.	25.00	0
Curb Only - 6"			0	L.F.	18.00	0
Curb Only - 8"			0	L.F.	20.00	0
Cross Gutter and Spandrel			0	S.F.	15.00	0
Sidewalk			1125	S.F.	7.00	7,875
Driveway Approach - 6"			935	S.F.	14.00	13,090
Driveway Approach - 8"			0	S.F.	16.00	0
Alley Approach - 8"			0	S.F.	16.00	0
P.C.C. Paving - 6"			0	S.F.	14.00	0
P.C.C. Paving - 8"			0	S.F.	16.00	0
A.C. Berm - 6"			0	L.F.	10.00	0
A.C. Berm - 8"			0	L.F.	15.00	0
Slurry Seal (Based on $150/Ton Type II)			0	S.Y.	2.25	0
Redwood Header			0	L.F.	6.00	0
Sawcut			190	L.F.	1.50	285
Trench Repaving			1920	S.F.	12.00	23,040
Utility Trench			328	L.F.	17.00	5,576
Wheelchair Ramp			0	EA.	1,200.00	0
Street Name Sign			0	EA.	500.00	0
Stop Sign			1	EA.	200.00	200
Barricade			0	L.F.	100.00	0
Warning Markers - Type L, Type N			0	EA.	100.00	0
Signs and Posts			0	EA.	200.00	0
Street Sweeping Sign			0	EA.	200.00	0
Bus Bay			0	EA.	20,000.00	0
Traffic Striping/raised pavement markers			1	L.S.	2000	3,500
Traffic Signal (Includes Interconnect, Controller, Software			0	EA.	272,000.00	0
Traffic Signal Interconnect (Existing Signals Only)			0	L.F.	30.00	0
Walls - Masonry: 6' Maximum			0	L.F.	100.00	0
Walls - Retaining: 6' Maximum			0	L.F.	150.00	0
Relocate Trees			0	EA.	2,500.00	0
1/2 Alley Apron			0	S.F.	16.00	0
Street Lights (9500 lumen)			4	EA.	4,000.00	16,000
Street Lights (22000 lumen)			0	EA.	5,000.00	0
Adjust M.H. to Grade			0	EA.	800.00	0
Adjust Water Valve to Grade			0	EA.	400.00	0
Erosion Control			4	Ac.	10,000.00	35,000
Cluster Mail Boxes			1	EA.	4,500.00	4,500
Electrical Utility Infrastructure			0	EA.		
Electrical Utility Line Extension			1	L.F.	135.00	
				SUBTOTAL:		113,461
Landscaping			0	S.F.	6.00	0
Water Quality Basins			0	S.F.	6.00	0
				SUBTOTAL:		0
Monuments:			0.00	EA.	100.00	$0

PROJECT: PA04-0004

DATE: 01/24/06
PREPARED BY: Anitra Holt

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	S.F	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
Rip Rap	0	TON	60.00	0
Parkway Drain	0	EA.	3500.00	0
Terrace Drain	0	S.F	10.00	0
Down Drain	0	S.F	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
			SUBTOTAL:	0

EXHIBIT "A"

PROJECT: PA04-0004

DATE: 01/24/06
PREPARED BY: Anitra Holt

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	180.00	0
18" Water Pipe	0	L.F.	135.00	0
16" Water Pipe	0	L.F.	90.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	48	L.F.	50.00	2,400
6" Water Pipe	0	L.F.	40.00	0
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	5,000.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	2	EA.	1,000.00	2,000
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	0	EA.	800.00	0
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	2	EA.	3,000.00	6,000
Misc. Fittings (Tees, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	2	EA.	200.00	400
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	0	EA.	2,500.00	0
Blow Off 4"	0	EA.	2,000.00	0
Air Vac & Release 2"	0	EA.	3,000.00	0
Air Vac & Release 1"	0	EA.	2,000.00	0
Meter 2" W/O Service	0	EA.	455.00	0
Meter 1 1/2" W/O Service	0	EA.	360.00	0
Meter 1" W/O Service	0	EA.	270.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
Service Connections 2"	1	EA.	1,600.00	1,600
Service Connections 1 1/2"	0	EA.	1,100.00	0
Service Connections 1"	1	EA.	500.00	500
Hot Tap 8"	4	EA.	2,800.00	11,200
Hot Tap Water Service	1	EA.	330.00	330
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
			SUBTOTAL:	24,430

EXHIBIT "A"

PROJECT: PA04-0004

DATE: 01/24/06
PREPARED BY: Anitra Holt

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	435	L.F.	30.00	13,050
6" V.C. Pipe	0	L.F.	25.00	0
4" V.C. Pipe	0	L.F.	20.00	0
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	2	EA.	3,000.00	6,000
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Raise Manhole to Grade	0	EA.	300.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	1	EA.	600.00	600
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	1820	S.F.	3.00	5,460
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	1820	S.F.	5.00	9,100
			SUBTOTAL:	34,210

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: **PA04-0004** DATE: **01/24/06**
PREPARED BY: **Anitra Holt**

IMPROVEMENT TYPE:

ROADWORK	:	$113,461
STORM DRAIN	:	$0
WATER SYSTEM	:	$24,430
SEWER SYSTEM	:	$34,210
SURVEY MONUMENTS	:	$0
TOTAL COST OF IMPROVEMENTS:		$172,101
+20% CONTINGENCY:		$34,420
GRAND TOTAL:		$206,521

BOND AMOUNT: **$207,000**

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Final premium amount is based upon actual final contract price

Public Improvements $207,000.00

Bond No. 726125S

Surety Developers Surety and Indemnity Company A-VI (CA)

Address 17780 Fitch

City/Zip Irvine, CA 92614

Project No. PA04-0004

Premium $6,210.00 / 2 Years

Principal MoVal Bay Apartments, L.P.

Address 5 Park Plaza, Suite 980

City/Zip Irvine, CA 92614

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MOVAL BAY APARTMENTS, L.P.,** as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA04-0004**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Developers Surety and Indemnity Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **TWO HUNDRED SEVEN THOUSAND AND NO/100** Dollars (*****$207,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RISK MANAGEMENT
Approved
6/5/06

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA04-0004

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on May 26, 20 06.

NAME OF PRINCIPAL: MoVal Bay Apartments, L.P.
Company Name

AUTHORIZED SIGNATURE(S): By

Name Andrew Hanna — President
Title

Name Christina Alley — Chief Executive Officer
Title

NAME OF SURETY: Developers Surety and Indemnity Company
Company Name

AUTHORIZED SIGNATURE:
Steven A. Swartz — ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 7/11/06

City Attorney
City of Moreno Valley

W:\LandDev\Lee Ann\Agreement Bond Packets\PA04-0004 Faithful Performance Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On May 31, 2006, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ES11 JENNIFER BERTUCCIO
COMM. #1541298
Notary Public-California
MERCED COUNTY
My Comm. Exp. Jan 3, 2009 ES11

Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEGMENT

State of California

County of Orange

On May 23, 2006, before me, Don S. Park, notary public,

personally appeared ANDREW HANNA

_____,

proved to me on the basis of satisfactory evidence to be the person(~~s~~)

whose name(~~s~~) is / ~~are~~ subscribed to the within instrument and

acknowledged to me that he/~~she~~/~~they~~ executed the same in

his/~~her~~/~~their~~ authorized capacity(ie~~s~~), and that by his/~~her~~/~~their~~

signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf

of which the person(~~s~~) acted, executed the instrument.

Witness my hand and official seal.

DON S. PARK
Commission # 1580958
Notary Public - California
Orange County
My Comm. Expires May 21, 2009

Signature of Notary Public

MV00106235

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $103,500.00

Project No. PA04-0004

Bond No. 726125S

Premium Included in Performance Bond

Surety Developers Surety and Indemnity Company A-VI (CA)

Principal MoVal Bay Apartments, L.P.

Address 17780 Fitch

Address 5 Park Plaza, Suite 980

City/Zip Irvine, CA 92614

City/Zip Irvine, CA 92614

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MOVAL BAY APARTMENTS, L.P.,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA04-0004**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$103,500.00*****), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

RISK MANAGEME
Approved
6/05/06

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA04-0004

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on May 26, 20 06.

NAME OF PRINCIPAL: MoVal Bay Apartments, L.P.
Company Name

AUTHORIZED SIGNATURE(S): By:

Name: Andrew Hanna Title: President

Name: Christina Alley Title: Chief Executive Officer

NAME OF SURETY: Developers Surety and Indemnity Company
Company Name

AUTHORIZED SIGNATURE:
Steven A. Swartz ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 7/11/06

City Attorney
City of Moreno Valley

W:\LandDev\Lee Ann\Agreement Bond Packets\PA04-0004 Material Labor Bond.DOC

STATE OF California

COUNTY OF Orange

On 5/26/2006, before me, Lorie Mandel, Notary Public,
(here insert name and title of the officer), personally appeared Steven A. Swartz,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lorie Mandel (SEAL)

LORIE MANDEL
Commission # 1379522
Notary Public - California
Orange County
My Comm. Expires Oct 11, 2006

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Developers Surety and Indemnity Company

DESCRIPTION OF ATTACHED DOCUMENT

Performance/Payment Bond #726125S
TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

5/26/2006
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ID-1232 (REV. 12/05)

ALL-PURPOSE ACKNOWLEDGEMENT

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Steven A. Swartz, Nicki Swartz, Patricia R. Minder, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:_____
David H. Rhodes, Executive Vice-President

By:_____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

STATE OF CALIFORNIA]
COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (SEAL)

GINA L. GARNER
COMM. # 1569561
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 13, 2009

WMD2

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 26th day of May, 2006.

By _____
Albert Hillebrand, Assistant Secretary

ID-1380 (Rev. 12/05)

MV00106239

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On May 31, 2006, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ESI1 JENNIFER BERTUCCIO
COMM. #1541298
Notary Public-California
MERCED COUNTY
My Comm. Exp. Jan 3, 2009 ESI1

Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEGMENT

State of California

County of Orange

On May 23, 2006, before me, Don S. Park, notary public,

personally appeared ANDREW HANNA

_____,

proved to me on the basis of satisfactory evidence to be the person(~~s~~)

whose name(~~s~~) is / ~~are~~ subscribed to the within instrument and

acknowledged to me that he/~~she~~/~~they~~ executed the same in

his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~

signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf

of which the person(~~s~~) acted, executed the instrument.

Witness my hand and official seal.

DON S. PARK
Commission # 1580958
Notary Public - California
Orange County
My Comm. Expires May 21, 2009

Signature of Notary Public

MV00106241

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: AUTHORIZE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014.

2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc. in the form attached hereto.

3. Authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86.

BACKGROUND

On March 14, 2006, the City Council approved an Agreement to Reimburse TUMF Funds between WRCOG and the City of Moreno Valley for the SR-60/Nason Interchange and an Agreement to Reimburse TUMF Funds between WRCOG and the City of Moreno Valley for the SR-60/Moreno Beach Interchange. The agreements have been amended to add the design and right-of-way phases.

On November 29, 2007, Caltrans approved the Negative Declaration for both interchanges.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons for design, right-of-way engineering, and construction support services for both the SR-60/Nason Overcrossing and the SR-60/Moreno Beach Interchange. Design has progressed to the 95% plan stage.

On January 13, 2009, the City Council reprioritized capital projects funded by Redevelopment Agency (RDA) bonds. Funds previously allocated for construction of a new library were reallocated to the SR-60/Nason Overcrossing project. In late January 2009, the City requested that Caltrans split the project since the Nason Overcrossing had full funding but funding for the Moreno Beach Interchange was uncertain due to a projected shortfall in TUMF funding over the next few years. The projects were split and Caltrans approved environmental re-validations for both projects in 2010.

On March 8, 2011, the City Council entered into a Cooperative Agreement with the Redevelopment Agency and again reprioritized projects funded by RDA bonds. Funding remaining from the Edgemont Water Phase I project was reallocated to create a new project phase to build the ultimate freeway ramp alignments at the south side of the SR-60/Moreno Beach Drive Interchange and connect Eucalyptus Avenue to Moreno Beach Drive. On May 10, 2011, the City Council authorized negotiations and settlement for the three remaining parcels to be acquired for SR-60/Moreno Beach Phase 1. Negotiations are underway.

DISCUSSION

SR-60/Moreno Beach Phase 1 south side improvements include reconstruction of the two eastbound ramps (on- and off-ramps) to SR-60, connection of the west leg of Eucalyptus Avenue to Moreno Beach Drive, addition of an eastbound auxiliary lane, addition of a traffic signal at the eastbound ramps/Moreno Beach Drive intersection, utility relocations, and related improvements. In April 2011, City staff met with Caltrans to identify ways to expedite improvements to the south side as a separate construction project. Steps were identified and Caltrans assured their cooperation. The scope of work for Amendment 4 addresses those steps. The tasks consist of separating and generating new plans to prepare stand-alone plans and estimate. The scope also includes environmental re-validation as a stand-alone project, environmental permitting and mitigation, Supplemental Project Report, traffic management strategies, completion

of right-of-way and utility negotiations and Caltrans certification, one open house meeting, pavement analyses required by Caltrans, construction-phase support, burrowing owl survey, and related work. The scope provides for a ready-to-bid project.

The SR-60/Moreno Beach project Phase 2 will consist of remaining improvements including replacement of the overcrossing bridge, realignment of the two existing westbound ramps, addition of a new westbound on-ramp, raising the final grade along Moreno Beach Drive at the eastbound ramp intersection, and building the Caltrans-required drainage Line K-1 improvements in Ironwood Avenue. The consultant's services covered by Amendment 4 consist of revising existing and generating new plans to prepare a stand-alone Phase 2 project, updating specifications, preparing various funding applications to address construction fund shortfalls, environmental re-validation and permitting, continued right-of-way negotiations, bridge utility coordination based on new Caltrans requirements, updated landscape plans, and related work.

The SR-60/Nason Overcrossing project replaces the bridge, constructs a new sound wall, and completes the ultimate improvements at this location. The consultant's services covered by the Fourth Amendment consist of updating specifications, updating plans to reflect final design of the prior ramp project (currently under construction), preparation of a funding application, updating structure plans for new utility requirements, extended utility coordination, geotechnical support, open house meetings, updated landscape plans in accordance with the approved master plan, extended construction support, and related work. The scope also includes preparation of Caltrans-required documents to receive federal funds, which will allow the project to receive excess federal funds from the SR-60/Nason Interchange Ramp project and/or other federal funds.

The Fourth Amendment to Agreement provides for, in general, engineering and environmental services to split the SR-60/Moreno Beach Interchange into two stand-alone construction phases as well as update the SR-60/Nason Overcrossing plans to prepare for construction. The previous Amendments 1, 2, and 3 revised the scope of work within the approved contingency to address appraisal/excess land services, storm water grant application services, environmental re-validations and new Supplemental Project Reports to split Nason and Moreno Beach into two projects, new Caltrans pavement analysis requirements, and extended survey services. The Fourth Amendment also extends the contract termination date from June 30, 2013, to December 31, 2014, to match the services being performed as part of the revised scope.

The City's Economic Development Plan identified the SR-60/Moreno Beach Interchange Phase 1 as a priority project, and the scope of work outlined as part of the Fourth Amendment provides for ready-to-bid documents to be submitted to Caltrans by April 2012. Caltrans approval is anticipated within two to three months of submittal, which allows the City to advertise once approval is obtained.

ALTERNATIVES

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014, and authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc. in the form attached hereto, and authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86. *This alternative will facilitate the construction of needed improvements.*

2. Do not approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014, and do not authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc. in the form attached hereto, and do not authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and do not authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The projects are currently funded with 2007 Redevelopment Agency Tax Allocation Bond proceeds (Series A) (Fund 897), Transportation Uniform Mitigation Fees (Fund 415) and Developer In-lieu Street Improvement Funds (Fund 414). These funds have been allocated for SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86. Change Orders totaling $723,267.77 will increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group and will be funded from Account

Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27). A new purchase order for $461,708.64 is requested from Account 897.91731.

SR-60/Moreno Beach – Phase 1

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91731)	$2,352,000

ESTIMATED DESIGN & RIGHT OF WAY COSTS – FY 2010/2011

Design – Fourth Amendment	$ 461,700
Right of Way and Utilities	$1,100,000
Total Design & Right of Way Costs	$1,561,700

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	March 2012
Caltrans Approval and Authorization to Bid	July 2012
Begin Construction	November 2012
Complete Construction	November 2013

SR-60/Moreno Beach – Phase 2

AVAILABLE FUNDS

FY 2010/2011 TUMF Funds (Account 415.70024)	$4,538,000

ESTIMATED DESIGN & RIGHT OF WAY COSTS – FY 2010/2011

Design – Fourth Amendment	$ 323,900
SR-60/Moreno Beach Interchange Improvements (Phase 2)	$4,126,100
Total Design & Right of Way Costs	$4,450,000

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way*	July 2012
Caltrans Approval	July 2013
Advertise Project*	September 2013

**** Contingent on funding availability***

SR-60/Nason Overcrossing

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	30,000
Available Funds	$16,634,000

ESTIMATED DESIGN & RIGHT OF WAY (UTILITY) COSTS – FY 2010/2011

Design – Fourth Amendment	$ 399,300
SR-60/Nason Overcrossing	$ 250,700
Total Design & Right of Way Costs	$ 650,000

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way ..... September 2011
Advertise Project* ..... January 2012
Begin Construction* ..... May 2012
Complete Construction* ..... December 2013

**** Contingent upon Caltrans approval and completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Additional design, environmental, and right-of-way work is required to split the improvements for the State Route 60/Moreno Beach Drive Street Interchange Improvement project into two separate phases. Additional design, utility coordination, and Caltrans documentation is also needed to complete the SR-60/Nason Overcrossing plans and accept federal funds. The consultant has submitted a proposal for $1,184,976.41 to perform this additional work for all three projects. Staff recommends approval of the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group as well as an $723,267.77 increase to Purchase Order Nos. 35510 and 37342 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731.

ATTACHMENTS

Attachment "A" – Fourth Amendment to Agreement for Professional Consultant Services

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/ City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FOURTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 07-41570024

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Parsons Transportation Group, Inc., an Illinois corporation, hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Professional Consultant Services," hereinafter referred to as "Agreement," dated May 22, 2008.

Whereas, the Consultant is providing consultant design services for State Route 60/Moreno Beach Drive Interchange and Nason Street Overcrossing improvements.

Whereas, the Agreement was amended on May 4, 2009 to extend the professional consultant services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on September 10, 2009 to extend the professional consultant services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was further amended on June 20, 2010, to extend the professional consultant services in the Third Amendment to Agreement for Professional Consultant Services.

Whereas, it is desirable to further amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

Attachment "A"

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 07-41570024

Whereas, the Consultant has submitted a Proposal dated May 19, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- Fourth Amendment" and is incorporated herein by reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from June 30, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A -- Fourth Amendment," entitled "SR60/Moreno Beach Drive Interchange and SR60/Nason Overcrossing Improvement Projects -- Amendment #4 Scope of Work."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A -- Fourth Amendment," entitled "SR60/Moreno Beach Drive Interchange and SR60/Nason Overcrossing Improvement Projects -- Amendment #4 Scope of Work."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $1,184,976.41 in consideration of the Consultant's performance of the work set forth in "Exhibit A -- Fourth Amendment."

1.5 The total "Not to Exceed" fee for this contract is $4,826,047.86 ($3,387,611.00 for the original Agreement plus $49,667.00 for the First Amendment to Agreement; $89,771.86 for the Second Amendment to Agreement, $114,021.59 for the Third Amendment to Agreement, and $1,184,976.41 for the Fourth Amendment to Agreement).

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FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 07-41570024

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 07-41570024

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

Parsons Transportation Group Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds $15,000)

_____
Date

Attachment: "Exhibit A – Fourth Amendment"

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SR 60/ MORENO BEACH DRIVE INTERCHANGE AND SR60/NASON OVERCROSSING IMPROVEMENT PROJECT(S)

AMENDMENT #4 – SCOPE OF WORK

DATE: 5-19-2011

REPACKAGE SR-60/MORENO AND SR-60/NASON UPDATES

Pursuant to City Council Action on 3-8-2011, The City plans to proceed with a "partial project at Moreno Beach Drive". The "Eastbound-freeway-ramps at SR60/Moreno Beach Drive" will be advanced as stand-alone project referred to as "Phase 1" of the overall Interchange project. "Phase 2" will consist of all remaining improvements to reconstruction the Westbound freeway ramps, replace the 2-lane bridge over SR-60 with a new 6-lane bridge, and completion of the Line K-1 Master Plan Drainage improvements in Ironwood. This approach will allow the City to implement Phase 1 sooner – since there are sufficient construction funds to complete this portion of the project. In order to achieve this goal of "splitting "the and Re-packaging the SR-60/Moreno Beach Drive interchange into (2) separate "Design packages", it will be necessary to complete an "Environmental Re-validation" documenting this change. The following scope of work and assumptions will be subject to review and concurrence by City and Caltrans.

Due to lack of full project funding, the SR-60/Moreno Beach Drive Interchange project was partially suspended after the submittal of the 95%PS&E in July 2009. Pursuant to this amendment, Parsons will begin work to separate the PS&E into (2) packages.

Due to project delays to the "SR-60/Nason Ramp Project" the "SR-60/Nason Bridge" project schedule has been extended by over 21 months, while waiting for the ramp job to begin construction. Part 2 of this amendment addresses changes to the SR-60/Nason Bridge PS&E that have occurred during this schedule extension and updates that are required to reflect changes in the Ramps Project and the affected utility relocations.

PART 1 – REPACKAGE SR-60/MORENO INTO (2) Phases

1. **Project Management for Extended PS&E Phase**
2. **Funding Applications**
3. **Phase 1 – Repackage PS&E for EB-Ramps**
4. **Phase 2 – Repackage PS&E for WB-Ramps and Bridge PS&E**
5. **Environmental Re-validation (Split Moreno 2-Phases)**
6. **Environmental Permitting and Mitigation Support**
7. **Right of way Certification for Phase 1 (EB Ramps)**
8. **Additional Right of Way Parcels & Complex Negotiations**
9. **Utility Coordination**
10. **Air Quality Conformity Analysis Report**
11. **Open House Meeting (1)**
12. **Life Cycle Cost Analysis Support**
13. **Line K-1 Drainage Design Changes**

14a. **Construction Phase Design Support for Phase 1 – EB Ramps**

14b. **Construction Phase Design Support for Phase 2 – WB Ramps and Bridge at Moreno**

15. **Burrowing Owls Surveys- (step 1)**
16. **Materials Report Updates**
17. **Additional Services to Address Changes in Caltrans or City Standards or Requirements**

Task 1 Management for extended Project Schedule – PS&E Split

Based upon the city's request to "split the PS&E" at Moreno Beach Drive into (2) separate packages, there will be an additional 12-months of schedule extension to complete the Revalidation and "split" for Phase 1. It is assumed that the Phase 2 package will be developed at the same time but will require a total of 18 months due to the Caltrans District and Headquarters Office Engineer tasks for Phase 2. Hence this task includes management, meetings, and coordination for a total of 18-months beginning at the notice to proceed for Amendment #4.

In addition, the original contract schedule included submittal of 95% PS&E in July 2009. Due to funding issues for this project, the 95% PS&E has been partially suspended since that time. (21-months have elapsed since that submittal). Hence, this task also includes hours and budget for Parsons Participation in the additional PDT meetings and related management activities.

MV00106254

Task 2 Funding Applications

This task included preparing various Funding Applications including submittals to RCTC pursuant to Measure A Funds, and other potential funding applications. Assume a maximum effort of 74 hours.

Task 3 Phase 1 – Repackage 95% PS&E for Eastbound Ramps

The task includes preparation of a separate stand-alone PS&E package for the eastbound ramps at SR60/Moreno Beach Drive. Included with this task is the additional effort to update the Storm Water Data Report, create stand-alone Drainage report, and reformat all required plan sheets and CAD files to address the revised limits. The Construction phasing plans will be revised to reflect the changed project limits. The traffic signal plan at the EB off ramp/Moreno Beach Drive intersection will be redesigned for the "new" interim condition with the EB ramps in place – with the existing 2-lane bridge still in place. EB off and on ramp profiles and Moreno Beach Drive profile and Construction details will be revised to reflect the revised "interim" condition which must join the existing 2-lane bridge. All CAD files and reference file names and sheet numbering will be updated to match the new Caltrans EA number, and the revised limits of work. Parsons will coordinate with RCTC to update the RTIP descriptions pursuant to the new project definition. The utility sheets will be updated to reflect the limits of utility relocations that will take place prior to or during the phase 1 project. Drainage plans, profiles and details will be updated and re-numbered as needed to reflect the limits of phase 1 project. In addition, there may be some interim condition drainage features that will need to be revised and replaced as part of the phase 2 project. Contour grading plans and earthwork quantities will be updated to reflect the interim profiles at EB on- and off-ramps and Moreno Beach Drive. Signing plans, details and quantity summaries will be revised to segregate the limits of the phase 1 project. Layout sheets will be revised to reflect the City's new sidewalk standard of 6.5' wide.

Cost estimates and quantity back-up files will be segregated and updated to reflect current bid prices and the new project limits for the phase 2 project.

Project special provisions will be updated to match the phase 1 project limits and they will be revised to reflect Caltrans new "plain language SSP's". It is noted that the City's Boiler Plate SSP will be updated to have consistency/compatibility with Caltrans new "plain language SSP's" as part of the Nason Bridge Project (by Parsons), and hence it is anticipated that the effort to modify the City's Boilerplate will be streamlined since it will already be updated as part of the recent Nason Bridge project. It is noted however, that there will be approximately 150 Caltrans Technical Specs for the Moreno Phase 1 project that will have to be updated as part of this task since the last update was prior to the July 2009 – 95% submittal.

It is assumed that there are no new design exceptions or updated Fact Sheets required for the Phase 1 project.

MV00106255

Task 4 Phase 2 – Repackage 95% PS&E for Westbound Ramps & Bridge

The task includes preparation of a separate stand-alone PS&E package for the westbound ramps at SR60/Moreno Beach Drive and the replacement of the bridge over SR-60. Included with this task is the additional effort to update the Storm Water Data Report, create stand-alone Drainage report, and reformat all required plan sheets and CAD files to address the revised limits. The Construction phasing plans will be revised to reflect the changed project limits. The traffic signal plan at the EB off ramp/Moreno Beach Drive intersection will be updated to reflect the changes to the "new" interim condition at this location (installed with Phase 1). The EB off and on ramp profiles and Moreno Beach Drive profile and Construction details will be revised to reflect the raised "ultimate" profile that will replace the "interim" condition from phase 1. All CAD files and reference file names and sheet numbering will be updated to match the new Caltrans EA number, and the revised limits of work. Parsons will coordinate with RCTC to update the RTIP descriptions pursuant to the new project definition. Contour grading plans and earthwork quantities will be updated to reflect the limits of the construction from phase 1, and the additional grading required raising the EB on- and off-ramps to meet ultimate Moreno Beach Drive finished grade. Signing plans, details and quantity summaries will be revised to segregate the limits of the phase 1 project. Layout sheets will be revised to reflect the City's new sidewalk standard of 6.5' wide.

Cost estimates and quantity back-up files will be segregated to reflect the new project limits for the phase 2 project.

Project Special provisions will be prepared for the phase 2 project limits, pay items and Caltrans new "plain language SSP's".

Task 5 Environmental Revalidation to "Split" PS&E into (2) Phases

This task will include a scoping meeting with Caltrans to confirm the technical studies to be updated, format of the updates (addendum letters), Air Quality and RTIP update process and schedules. It is anticipated that the following tasks will be required:

- Updated CEQA and NEPA Revalidation forms (one for each phase)
- Update the APE maps (one map for each phase)
- Updated Cover memos for each Environmental Technical Studies (no new analysis)
- Air Quality (Cover memo addressing updates to the revised AQ report that was approved by Caltrans in July 2010. No new analysis).
- Air Quality Conformity Determination

MV00106256

- Supplemental Project Reports (produce 2 SPR's, one for each phase)
- RTIP Updates (phase 1 and phase 2 at Moreno will now be "separate projects" with separate RTIP entries) (Parsons)
- Coordination with CDFG and USFWS to obtain MSHCP Consistency Determination for new project phases
- (2) Revised Environmental Commitment Record Documents (one for each Phase).

The scope and budget for this task cannot be finalized until we have confirmation from Caltrans regarding the anticipated scope and schedule. We anticipate completing the draft cover memoranda within 2 months of NTP. We anticipate completing Caltrans reviews and getting their concurrence on the updated memos within the following 2 months. We expect the AQ conformity, Permit Coordination, and MSHCP consistency determination to require 2 months, followed by 2 months to finalize the SPRs and obtain Caltrans signatures. Hence, the re-validation and related tasks should be completed within 8 months of NTP. The budget for this task will be split 50/50 between Phases 1 and 2.

Task 6 Environmental Permitting and Mitigation Support

Since the project will be split into (2) phases, we anticipate that there will be extended duration of coordination with the permitting agencies as well as the extra effort and possibly a field meeting to explain to the agencies the changes in scope and phasing for the (2) projects. It is assumed that only (1) set of permit applications will be prepared and submitted and these applications will address the impacts for both Phases 1 and 2.

Task 7 Right of Way Certification for Phase 1

The right of way certification form and process for Phase 2 is included in the original scope of work. This task is to cover the effort to complete the R/W certification for Phase 1.

Task 8 Additional Right of Way Parcels and Negotiations

The right of way scope of work for this project was based upon the right of way datasheet from the PA/ED phase-completed in 2007. Since that time there have been changes to the R/W scope of work including the following items:

- Additional parcels including (3) potential "quit-claim deeds" at Ironwood
- (4) additional "denial of access rights" at Automall area
- Revisions to update the Prologis Appraisal.
- New acquisitions from: David May Trust and Lila Jones Trust (not covered in the R/W datasheet)
- Weekly R/W conference calls (33-weekly calls July 2010 – March 2011)
- Additional weekly R/W conference calls are anticipated

MV00106257

- Additional coordination and research regarding Utility easements and prior rights.

These items were not addressed in the original project scope. This task includes work by OCP (R/W acquisition services) – and by Associated Engineers/PB (R/W Engineering, and Research) and by Parsons (coordination and meetings). The budget for this task is split between Phase 1 and Phase 2 as follows: OPC:

Task 9 Additional Utility Coordination

Caltrans has new requirements for PS&E phase designer support of the Encroachment permit process for the installation of new utilities to be installed in new bridges. There have also been extensive staffing changes at five affected utilities (Time Warner Cable, Gas Company, Southern California Edison, Eastern Municipal Water District, and Verizon). The changes in staffing since the start of the PS&E phase in August-2008 have resulted in additional utility coordination meetings and multiple re-submittals of Utility correspondence for this project.

The Utility coordination activities during the 32-months since the start of the PS&E phase for the Moreno Beach Drive project has included five (5) meetings with SCE and five (5) with EMWD. We anticipate additional meetings in order to resolve all of the pending design coordination issues. In addition, there will be additional meetings needed for coordination with other affected utilities within Ironwood Avenue including Verizon and Time Warner Cable and The Gas Company.

Task 10 Air Quality Conformity Analysis Report (Moreno)

Amendment #3 task #9 included scope to provide updated "Air Quality Report(s) for Nason and Moreno Revalidations, but that task did not include the separate "Air Quality Conformity Determination Reports" that Caltrans required and then submitted to FHWA for their concurrence. The AQ Conformity Determination Report is an FHWA requirement and it involves preparing a separate stand-alone report formatted according to the latest FHWA template. The efforts to prepare this AQ Conformity report were not included in the AQ task from Amendment #3.

Task 11 Open House Meeting

The City anticipates that there will be one open house meeting held during the Construction phase for the SR60/Moreno Beach Drive Project. This task includes hours for (2) Parsons staff to attend this meeting along with the efforts to print and mount several display boards for these meetings.

Task 12 Life Cycle Cost Analysis (LCCA) – Additional Pavement Alternatives

It is assumed that a singled LCCA report will be prepared to cover both the Moreno Interchange (both phases) and the Nason Bridge projects. The total

MV00106258

hours required to prepare the report will be split 50/50 between the Nason Bridge project and Phase 1 of the Moreno Beach Interchange Project. Parsons has prepared multiple design memoranda and held three conference calls in our attempts to obtain clear direction from Caltrans Materials group regarding the completion of a LCCA for this project. Work to date has included four iterations of a memorandum from Parsons' Geotechnical sub consultant – Earth Mechanics Inc, (Feb 4, 17, 22, 25, - 2011) in an effort to obtain District approval of proposed 20-year and 40-year pavement sections to be studied in the LCCA. (Approval of the pavement sections is still pending). The latest version of the memorandum dated 2-25-2011, includes (2)-rigid pavement and (3)-flexible pavement structural sections for 20- and 40-year pavements for: Ramps, Ramp Shoulders, Ramp termini, Auxiliary Lanes, Freeway Shoulders. It is understood that before completing the LCCA calculations Parsons and City will meet with District Materials to select no more than (2) rigid and (2) flexible pavement structural sections to be analyzed for the 20- and 40- year designs for Ramp, Ramp-shoulder, Ramp termini, Auxiliary Lane, and Mainline shoulder pavements. Note that Amendment #3 scope of work for the LCCA included comparing (1) HMA and (1) RHMA section for the Auxiliary Lanes and the Ramps. The budget requested for this task is to cover the additional alternatives being requested by Caltrans and the additional coordination required to obtain Caltrans approval of the approach and scope of the LCCA.

Task 13 Line K-1 Drainage Design Revisions

The budget for this task will be included in Phase 2 of the Moreno Beach Drive project.

Parsons submitted an original concept design for Line K-1 in February 2009 that was based upon available Line K design data from RCFCD at that time.

Since that original submittal, the RCFCD has completed their conceptual study for Line K and they have elected to obtain right-of-way for an inundation easement but they are do not have sufficient funds to construct the Line K improvements. Based upon this decision, the limits of grading at the downstream end of Line K-1 (where it connects to the future Line K) will require additional grading due to downstream sedimentation – which would have been addressed by RCFCD if they had proceeded with construction of Line K.

Pursuant to utility potholing along Ironwood Avenue for Line K-1, design changes including alignment revisions were made to avoid SCE poles, and utility vaults. East of Moreno Beach Drive the alignment was shifted approximately 10' northerly in order to minimize the cost of utility relocations. The revised alignment for the pipe minimized or eliminated the utility impacts as follows:

- Protect in place (2) SCE poles
- Avoids U/G telephone line and telephone vault and line near north edge of pavement on Ironwood

MV00106259

- Revised design eliminated the planned replacement of the (2) 48" CMP pipes which cross Ironwood at the upstream end of Line K-1
- Revised design eliminates a complicated inlet structure and replaces it with a less expensive and easy to maintain grated drop inlet structure. This revised design also eliminates the need for an extensive maintenance turn-around and access easement at upstream end of Line K-1.
- Revised design minimized the impacts to jurisdictional waters and thereby reduces permitting fees and mitigation costs

A second benefit of the revised Line K-1 alignment is that it provides additional separation between the existing pavement on Ironwood Avenue and the proposed storm drain, such that the 90-inch pipe can be constructed without requiring temporary widening of the pavement along Ironwood Avenue.

The City has requested traffic control plans be provided (for construction of the crossing of Line K-1 at Moreno Beach Drive, and for the crossing of Line K-1 at the downstream end/Ironwood be prepared and including in the plan set). *(Per page 9 of 51, contract scope, task 22270: "It is anticipated that the storm drain will be constructed within the existing northerly shoulder of Ironwood Avenue and it is assumed that traffic control plans will not be required").* This task will include temporary traffic control plans for the Line K-1 construction at intersection of Ironwood/Moreno Beach Drive.

Task 14a Construction Phase Design Support – Phase 1

Phase 1 will be a separate project advertised, awarded and administered by the City. Parsons will provide Construction phase design support services for Phase 1 as part of this task.

Task 14b Construction Phase Design Support – Phase 2

Phase 2 will be a separate project advertised, awarded and administered by Caltrans. Parsons will provide Construction phase design support services for Phase 2 as part of this task.

Task 15 Burrowing Owls Survey – Step 1 - Habitat Assessment

Pursuant to obtaining "Multiple Species Habitat Conservation Plan" (MSHCP) consistency determination from the California Department of Fish and Game – CDFG required that we perform "step #1-Habitat Assessment for Burrowing Owls" within the project limits. This assessment must be completed during prior to the start of construction for the Moreno Beach Drive interchange project. Parsons staff will conduct the "Step #1" Habitat Assessment for Burrowing Owls' as described in the Environmental Commitment Record (ECR). We anticipate that there will be no evidence of burrowing owls and hence no further steps in the process would be required. The scope and budget for this task will include

MV00106260

the field work for "Step 1", documentation of the assessment, a brief 1-2 page memorandum documenting the Assessment, and submittal of the assessment to Caltrans District 8 for their records. City authorized the owl surveys via email dated 9-2-2010; however this work has not yet been completed. If the "step 1" assessment identifies evidence of burrowing owls on the project site, then subsequent steps pursuant to burrowing owls survey protocol would be required—these subsequent steps have not been included in the scope and budget for this amendment.

Task 16 Materials Report Updates

The City of Moreno Valley intends to divide the– Moreno Beach Drive project into two phases; the first phase consisting of the improvements for the EB ramps and widening of Moreno Beach Drive south of SR-60, and the second phase consisting of the replacement of the bridge at SR60/Moreno Beach Drive and construction of (3) WB ramps and related auxiliary lanes. It is noted that the Geotechnical Report for the original project (Nason/SR60 and Moreno/SR60 as a combined project) has already been approved by Caltrans. However, the Materials Report has not yet been approved by Caltrans and will need to be updated to reflect an updated range of pavement structural sections pursuant to Caltrans LCCA requirements and to address the changes in project phasing and the fact that there will be (3) separate PS&E packages. It is noted that the Bridge Foundation Reports for SR60/Nason Street and SR60/Moreno Beach Drive, the Geotechnical Design Report and the Foundation Reports for Sound wall 60-954L and Retaining Wall 3805R all have been approved and hence it is assumed that these approved geotechnical reports will not need to be revised or resubmitted. The cost for updates to the Materials Report will be split 50/50 between the Phase 1 and Phase 2 Moreno Beach Drive projects.

Task 17 Additional Services to Address Changes in Caltrans or City Requirements (to be authorized separately by City)

This task is subject to specific authorization by the City, and is intended to provide hours and budget to cover specific unanticipated tasks that may arise due to changes in Caltrans standards or policies that could result in extra work to change or update the plans, specifications, or other project documents. Authorization to utilize any of this task budget is subject to approval by the City.

MV00106261

PART 2 -- NASON BRIDGE PROJECT

1. **Project Management for extended Schedule**
2. **Funding Applications– (Measure A - RCTC)**
3. **Update Specifications - Caltrans "Plain Language SSP"**
4. **Updated 95% PS&E (Roadway)**
5. **Updated 95% PS&E (Structures)**
6. **Utility Coordination for new Utilities in Bridge**
7. **Geotechnical Support regarding City Stockpile**
8. **Air Quality Conformity Analysis Report**
9. **Open House Meetings (2)**
10. **Life Cycle Cost Analysis Support**
11. **Construction Phase Design Support**

Task 1 Project Management for extended Project Schedule

Due to the schedule extension of PS&E phase from July 2009 to April 2011 and the anticipated completion of the 100% PS&E by July 2011, the net schedule extension is a total of 21 months. This task is to cover meetings, schedule updates, and project management activities for the extended project schedule.

Task 2 Funding Applications Support

This task included preparing Funding Application and submittal to RCTC pursuant to Measure A Funds. Assume a maximum effort of 30 hours.

Task 3 Update Specifications – Caltrans Plain Language SSPs

Caltrans is currently implementing changes to all Caltrans standard special provisions with full implementation of the new "plain Language Specifications" required for any project that will be "Ready To List" after July 1, 2011. In addition, since the city will Advertise-Award-Administer (AAA) the construction phase for this project, we will need to integrate the City's "Contract Administration" boiler-plate specification with Caltrans updated plain language specifications. This task includes these updates to the SSP's and related updates to pay items and payment clauses in the contract bid package.
It is noted that the "City Boiler Plate" SSP was updated to provide consistency and integration with the Caltrans SSP's for the Nason-Ramp-Project (by others). The efforts of updating all Caltrans technical SSP's for the Nason Bridge Project (over 150 SSP's) since the last 95% submittal (July 2009) and the effort to edit the City Boiler Plate SSP for consistency with the new Caltrans SSP is included in this task.

MV00106262

Task 4 Updated 95% PS&E Submittal (Roadway)

Due to the extended project schedule, it has been over 21 months since the submittal of the first 95% PS&E (Roadway) for this project. Due to this elapsed time, there have been changes in design oversight and functional unit personnel at Caltrans. In addition, there have been ongoing changes to the "Nason Ramps Project Plans" during this 21-month period. As a result of these changes, there is a need to review and update the 95% PS&E, verify that changes by the Ramps project are fully reflected in the Nason Bridge PS&E, and that any new comments from new Caltrans reviewers. There have also been changes to the Utility undergrounding design by SCE – which require revisions to the contour grading, typical cross sections, and construction details along Nason Street. In addition, the City has updated their standard plans to require 6.5' wide sidewalks which must be updated in the plans, specifications and estimates. Caltrans will not accept a 100% submittal or consider the PS&E to be 100% until all of the 95% comments have been fully resolved and all the Caltrans functional units have approved the updates.

Task 5 Updated 95% PS&E Submittal (Structures)

This task is to cover the additional design effort that is required to update the 95% Bridge PS&E submittal and the 95% Precast Wall submittal, including updates to Specifications, finalizing bridge plans and combining the "Bridge PS&E" with the "Precast wall PS&E", including the SSP's into a single structures SSP package.

Task 6 Utility Coordination for new Utilities in Bridge

Caltrans has new requirements for PS&E phase designer support during the Encroachment permit process for the installation of new utilities to be installed in new bridges. There have also been extensive staffing changes at five affected utilities (Time Warner Cable, Gas Company, Southern California Edison, Eastern Municipal Water District, and Verizon). These changes in staffing since the start of the PS&E phase in August-2008 have resulted in additional utility coordination by Parsons and multiple re-submittals of Utility correspondence for this project.

This task includes the additional review time and coordination with EMWD and the designers from the Nason-Ramps project related to the EMWD 24" jack-and-bore design and the valve relocations design pursuant to the Nason Ramps project.

Task 7 Geotechnical Support – City Stockpile

The city has a stockpile of excess earthen fill material located several miles south of the Nason/SR60 project site and would like it to be incorporated into the Nason-Bridge-PS&E package as an available Materials Site. This task will include performing the following tasks:

MV00106263

Part A - Assist City in completing and assembling the following documentation: Documentation demonstrating that the site is exempt or in compliance with Surface Mining and Reclamation Act (SMARA), (that is listed on the AB 3098 (SMARA) eligible list); and

1. Provide a site plan, including site limits and access roads
2. Obtain property owner agreements, (see Caltrans Construction Manual, Chapter 3, Section 6, "Local Materials")
3. Provide release of liability (Parsons to prepare letter, City to sign letter)
4. Provide final property owner agreement(s) – (Assumption: Since the City owns site, the agreement will be letter of permission from City. Parsons to draft a letter for City review and signature on City letterhead)
5. Provide environmental compliance documentation prepared by qualified environmental specialists (Assumption: Parsons/EMI will utilize a qualified Laboratory/soils testing firm to test soils samples for contaminants per Caltrans requirements. Work product is limited to test results and brief memo to summarize the results).
6. Obtain or update the necessary permits, licenses, and agreements (include supporting environmental documents from appropriate regulatory and governmental agencies)- Assumption: This task is limited to the memorandum per item #5 above. It is assumed that during the construction phase, if a Contractor elects to utilize this borrow site, he will need to obtain a permit from City for proposed grading and proposed haul route to the project site).
7. Provide final grading plan (This task will consist of preparing a simple grading plan based upon existing topographic base from the 1997 Group Delta Report regarding the subject site. It is assumed that City can provide a microstation CAD file the topographic base from the related Nason Street widening project)
8. Prepare Draft Stormwater Pollution Prevention Plan (for the Borrow site).

Addendum #3 of the Nason Ramp Project in order to obtain Caltrans approval and the geotechnical "clearance process" required to list the City's stockpile as an available "borrow site" for the Nason Bridge Project. If the stockpile is not used by the Contractor for that project, City may then decide to make use of the stockpile a "mandatory requirement" as part of the bid-package for the Phase 1 – Moreno Beach Drive project.

Part B – This task includes the soils boring and testing program proposed by EMI that we anticipate would fulfill Caltrans requirements to "clear" this fill material such that its use within Caltrans embankments would be "pre-approved" and the Contractors bidding on the project would I know that they have a pre-approved local borrow site.

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Task 8 Air Quality Conformity Analysis Report (Nason)

Amendment #3 task #9 included scope to provide an updated "Air Quality Report" for the SR-60/Nason Bridge project Revalidations. However, that task did not include a separate stand-alone "Air Quality Conformity Determination Report" that Caltrans required for submittal to FHWA. The AQ Conformity Determination Report is an FHWA requirement and it involves preparing stand-alone report formatted according to the latest FHWA template. The efforts to prepare this AQ Conformity report are included under this task.

Task 9 Open House Meetings (2)

The City anticipates that there will be (2) open house meetings held during the Construction phase for the SR60/Nason Bridge Project. This task includes hours for (2) Parsons Staff to attend these meetings along with the efforts to print and mount several display boards for these meetings.

Task 10 Life Cycle Cost Analysis (LCCA) – Additional Pavement Alternatives

Parsons has prepared multiple design memoranda and held three conference calls and implemented several strategies with input from City and Caltrans Design oversight staff in the effort to obtain direction from Caltrans Materials group and concurrence for the scope and approach for the completion of a LCCA for this project. Work to date on this task has included four iterations of a memorandum from Parsons' Geotechnical sub consultant – Earth Mechanics Inc, (Feb 4, 17, 22, 25, - 2011) in an effort to get approval from District Materials group regarding the 20-year and 40-year pavement sections to be studied in the LCCA. (Approval of the pavement sections is still pending District Approval). The latest version of the memorandum dated 2-25-2011, includes (2)-rigid pavement and (3)-flexible pavement structural sections for 20- and 40-year pavements for: Ramps, Ramp Shoulders, Ramp termini, Auxiliary Lanes, Freeway Shoulders. It is understood that before completing the LCCA calculations Parsons and City will meet with District Materials to select no more than (2) rigid and (2) flexible pavement structural sections to be analyzed for the 20- and 40- year designs for Ramp, Ramp-shoulder, Ramp termini, Auxiliary Lane, and Mainline shoulder pavements. Note that Amendment #3 scope of work for the LCCA included comparing (1) HMA and (1) RHMA section for the Auxiliary Lanes and the Ramps. The budget requested for this task is to cover the additional alternatives being requested by Caltrans and the additional coordination required to obtain Caltrans approval of the approach and scope of the LCCA.

Task 11 Construction Phase Design Support

The original contract budget for "construction phase design support" was eliminated and this task was de-scoped as part of Amendment #2. The original Hours and budget for this task will be restored herein as part of Amendment #4.

MV00106265

Task 12 Local Assistance Forms (For Federal Funding)

This task includes completion of (1) set of Local Assistance Forms pursuant to Caltrans Local Assistance requirements and procedures in order to request obligation of the Federal Funding that has been identified for this project.

Task 13 Additional Services to Address Changes in Caltrans or City Requirements (to be authorized separately by City)

This task is subject to specific authorization by the City, and is intended to provide hours and budget to cover specific unanticipated tasks that may arise due to changes in Caltrans standards or policies that could result in extra work to change or update the plans, specifications, or other project documents. Authorization to utilize any of this task budget is subject to approval by the City.

ASSUMPTIONS/EXCLUSIONS:

1. Additional Management and Engineering Services due to any additional schedule extensions beyond the 18-month PS&E schedule described herein are not included in this amendment.
2. Timely cooperation by Caltrans in order to complete the environmental revalidation within 8 months of NTP is assumed.
3. Any additional utility coordination to address new utilities or additional changes by Utility companies beyond the items addressed herein is not included in this amendment.
4. Renewal of any expired permits (e.g. biological, environmental) caused by delayed advertisement or construction of project beyond the 12-month (phase 1) and 18-month (phase 2) schedule assumed herein.
5. Before Re-validation begins, there will be a scoping meeting with Caltrans Environmental staff to confirm Schedule, Scope and Deliverables for the Environmental Re-validation phase.
6. Phase 1 and Phase 1 PS&E work will run concurrent with the Environmental Revalidations
7. PS&E for EB Ramps will begin as soon as City provides NTP
8. City Will AAA (Advertise, Award, Administer) the Construction of the EB-Ramps at Moreno.
9. Caltrans will AAA – the construction phase for WB ramps and Bridge and Moreno.
10. Line K-1 will remain a "stand alone" construction package, and will need to be constructed concurrent with or before completion of the Phase 2 – WB ramps project.
11. City and Caltrans will update the Co-op for Moreno Design and Construction Phase

MV00106266

12. City and Parsons will proceed to finalize the R/W for South side first so that R/W cert can be achieved for Phase 1 project.
13. Schedule delays due to R/W condemnation that extend Phase 1 beyond 12-months or Phase 2 beyond 18 months are not included in this amendment.
14. City/Parsons will submit the Environmental Permit Applications for the "entire Moreno Project" (including Phase 1 and 2).
15. Separate R/W requirements maps and R/W appraisal maps for Moreno Beach (Phase 1 and Phase 2) will not be required.
16. The R/W acquisitions for the SR60/Moreno Beach Drive Project are based upon the original # of property impacts. As of May 2, 2011, there are 6 Owners that are in escrow or have closed escrow. As of May 2, 2011, there are 10 Owners remaining for which negotiations are still pending or ongoing. It is assumed the all 10 Owners will reach agreement with City by December 2011, and that none of the 10 will require eminent domain proceedings. It is assumed that all of the required parcels on the south side of SR60/Moreno required for Phase 1, will be obtained and escrow closed such that the project team can achieve a Right of Way Certification target date of February 15, 2012.

MV00106267

AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

SPLIT PS&E INTO (2) PHASES AND COMPLETE ENV REVALIDATIONS

PARSONS STAFF - LABOR HOURS AND COSTS

STAFF & PROJECT TITLE		SPEIRS	Gonzalez Betcher	SAGHAFI	Merrill	LEES	SANDRA - UTHAYA	MULLANGI	PEARMAN	Tedore	STRASSNER	TOTAL	DIRECT	NOTES	PHASE 1	PHASE 2
TASK NO. - Description		Project Manager	Roadway Design Lead Engineer	Senior Engineer	Roadway Associate	SR Engineer	Structures Lead	Structural Engineer	CADD Sr.	Environmental Planner	ADMIN	LABOR	LABOR		Incl OH & fee	Incl OH & fee
	MORENO BEACH DR PS&E															
1	Project Management for extended PS&E phase	80	80								40	200	$14,042	5 hrs/month for 39 months	$19,570.34	$19,570.34
2	Funding Applications	10	10	40					4	10		74	$4,615		$12,871.99	
3	Phase 1 - Repackage PS&E for EB Ramps	8	24	120	280	44			97			553	$27,260	Design revision, and 143 plans + reports, Specs &Est updates	$76,984.52	
4	Phase 2 - Repackage PS&E for WB ramps and Bridge	16	48	180	350	140			154			888	$44,696	Design revisions and 192 plans,+ SSPs, reports and Est to update		$124,586.30
5	Environmental Re-validation (split Moreno 2 packages)	40	40						40	300		420	$20,432	assume cover memos, no new analysis	$56,953.27	
6	Environmental Permitting and Mitigation Support	4							16	60		80	$3,533	coord for MSCHP and explain split etc	$9,848.22	
7	Right of way Certification - Phase 1	16	16									32	$2,476	phase 1 R/W cert	$6,902.94	
8	Additional Right of Way Parcels & Negotiations	20	20									40	$3,096	33 s/w cont calls to date	$4,314.34	$4,314.34
9	Utility Coordination & New Utilities in Bridge	12	12	10		60			20			114	$6,535	expanded utility coord.	$18,216.69	
10	AQ Conformity Analysis Report (First Re-validation)	6								24		30	$1,509	from First Revalidation, was not in the scope	$4,205.52	
11	Open House Meeting (1)	4	4						8			16	$965	one open house only	$2,690.84	
12	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections	$12,094.86	
13	Line K-1 Drainage Design Updates	8	60	60	40				20			188	$11,150	additional plans and design changes		$31,079.73
14a	Construction Phase Design Support (Phase 1)	22	120	20			8	8	92		40	310	$17,971	Phase 1	$50,092.81	
14b	Construction Phase Design Support (Phase 2)	22	134	26			36	56	92		40	406	$23,005	Phase 2		$64,122.80
15	Burrowing Owls Survyeys (Step 1 only)	2								12		14	$670	This survey can be completed upon NTP and must be done	$1,866.78	
16	Materials Report Updates (see below for EMI costs)	2	8						2			12	$817	review & coord for Report updates	$2,276.86	
17	Additional Services to address Changes in Caltrans or City requirements	20	20	80	50	40			40			250	$15,278	additional services (to be authorized by City)	$42,578.21	
	totals	296	600	596	730	284	44	64	585	406	120	3725	$202,391		$320,471.39	$243,673.50
PARSONS TOTAL FOR DESIGN PHASE		296	600	596	730	284	44	64	585	406	120	3725				
TOTAL DIRECT LABOR COSTS		$25,059	$42,072	$36,652	$30,660	$15,114	$2,635	$2,671	$25,319	$16,930	$4,979		$202,391			
											Overhead	153.40%	$310,468			
											Profit	10%	$51,286			
											Escalation	8%	$0			
											TOTAL LABOR COSTS		$564,145			

check: $564,145

	SUBCONSULTANTS AND DIRECT COSTS	MORENO (Phases 1 +2	PHASE 1	PHASE 2
	PARSONS DIRECT COSTS	$8,200	$4,100	$4,100
Task 16	EARTH MECHANICS (Materials Report Updates)	$4,940	$4,940	
Task 3	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 1 split)	$4,206	$4,206	
Task 4	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 2 split)	$3,300		$3,300
Task 3	TATSUMI-LANDSCAPE PLANS (phase 1 split)	$2,500	$2,500	
Task 4	TATSUMI-LANDSCAPE PLANS (phase 2 split)	$15,845		$15,845
Task 7	OPC - R/W Cert for Phase 1 (phase 2 is in org scope)	$5,000	$5,000	
Task 8	OPC - Additional R/W SUPPORT	$157,000	$100,000	$57,000
Task 8	AE/PB -ROW ENGINEERING	$14,087.43	$14,087.43	
Task 18	AE/PB -Prepare EMWD Water line Quit Claim legals, plats, deed	$6,403.82	$6,403.82	
	Subs + ODC	$221,482.25	$141,237	$80,245
	LABOR	$564,144.90	$320,471	$243,674
	TOTAL -PHASE 1 - MORENO		$461,708.64	
	TOTAL -PHASE 2 - MORENO			$323,918.50

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AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

PS&E UPDATES, SCHEDULE EXTENSION, AND NEW TASKS

PARSONS STAFF - LABOR HOURS AND COSTS

	STAFF & PROJECT TITLE	SPEIRS	Gonzalez Bettcher	SAGHAFI	Merritt	LEES	SANDRA - UTHAYA	MULLANGI	PEARMAN	Todaro	STRASSNER	TOTAL	DIRECT	
	TASK NO. - Description	Project Manager	Roadway Design Lead Engineer	senior Engineer	Roadway Associate	SR Utility Engineer	Structures Lead	Structural Engineer	CADD Sr.	Environmental Planner	ADMIN	LABOR	LABOR	notes
		$84.66	$70.12	$52.00	$42.00	$53.22	$59.88	$41.73	$43.28	$41.70	$41.49			
	NASON STREET/SR60 PS&E													
1	Project Management for extended PS&E phase	50	50								20	120	$8,569	3.6 hrs/month X 33 months
2	Funding Application (RCTC)	4	24						2			30	$2,108	1 application
3	Update Specifications - Caltrans Plain Language SSP	4	8	120								132	$8,340	(175) pay items, over 150 SSPs to update
4	Updated 95% PS&E Submittal (Roadway)	32	82	240	240	40			197			831	$44,074	(176) plans, and 3 reports to update
5	Updated 95% PS&E submittal (Structures)	4	4				40	80	80			208	$9,815	(52) plans, specs, estimates
6	Utility Coordination - New Utilities in Bridge	24				80			8			112	$6,636	additional coord, interim poles etc
7	Geotechnical Support - City Stockpile	12	36	30					6			84	$5,660	see scope for details
8	AQ Conformity Analysis Report for Re-Validation	6								24		30	$1,509	from 1st Env Revalidation
9	Open House Meetings (2)	8	8							8		24	$1,572	new
10	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections
11	Construction Phase Design Support (restore Orig Budget)	17	129	26			36	56	52	36	38	390	$21,918	same hrs as original contract (restored)
12	Local Assistance Forms (FOR FEDERAL FUNDING)	20	40									60	$4,498	
13	Additional Services to address Changes in Caltrans or City requirements (to be authorized by City)	20	20	60	60	20			20			200	$11,266	
	Totals	**205**	**405**	**536**	**300**	**140**	**76**	**136**	**365**	**68**	**58**	**2289**	**$130,302**	
	PARSONS TOTAL FOR DESIGN PHASE	205	405	536	300	140	76	136	365	68	58	2289		
	TOTAL DIRECT LABOR COSTS	$17,355	$28,399	$33,232	$12,600	$7,451	$4,551	$5,675	$15,797	$2,836	$2,406		$130,302	

Overhead	153.40%	$199,883
Profit	10%	$33,019
Escalation	0%	$0
TOTAL LABOR COSTS		$363,204

NASON TASK	SUBCONSULTANTS AND DIRECT COSTS	NASON
	PARSONS DIRECT COSTS	$6,062
Task 5	ACT-TRAFFIC ELECTRICAL DESIGN (NASON)	$3,498
Task 5	TATSUMI-LANDSCAPE PLANS (NASON)	$15,845
Task 7	EARTH MECHANICS & PARSONS (STOCK PILE Clearanc	$10,740
	Subs + ODC	$36,145.25

NASON TOTAL	$399,349.27

MV00106269

SR-60/MORENO SUMMARY OF SHEETS FOR "PS&E-SPLIT" --- DATE 5-02-2011

SHEET / DISCIPLINE	MORENO BEACH (ORIGINAL SHEET COUNT)	PHASE 1	PHASE 2	
Title Sheet	1	1	1	
Typical Cross-Sections	8	4	4	
Key Map and Line Index	1	1	1	
Layout Plans	5	4	5	only (5) layouts in original plan set
Profile Plans and Superelevation Diagrams	13	6	9	
Construction Details*	19	15	15	
Water Pollution Control Plans & SWDR	7	4	5	reivsed based upon footprint for P1 and P2
Contour Grading Plans	5	4	5	
Drainage Plans	5	4	5	
Drainage Profiles	10	5	6	
Drainage Details & Quantities	28	14	14	102
Utility Plans	6	4	5	
Stage Construction Index sheets	3	3	3	
Traffic Handling Plans	16	8	16	
Traffic Handling Quantities	5	3	3	
Detour Plans**	3	3	3	
Detour Quantities				
Construction Area Signs and Key map Sheets	4	4	4	
Construction Area Sign Details	1	1	1	
Pavement Delineation Plans	6	4	5	
Pavement Delineation Quantities & Details	3	3	3	includes (1) detail sheet and (2) quant sheets P1 and P2
Sign Plans	5	5	5	
Sign Plans - Overhead & Roadside Sign Details***	17	9	9	
Bridge Mounted Sign Details (included with Sign Details)				
Summary of Quantities Sheets	4	2	2	
Plant List	1	0	1	
Planting plans	5	0	5	
Irrigation Plans	5	0	5	
Sprinkler Schedule	1	0	1	
Electrical - Lighting	11	5	6	
Electrical - Traffic Signals (Ultimate and Temp) & interconnect	15	10	10	updated sheet count P1 and P2, sheets E-20,21,28,30 common to P1 and P2, sheets E-15-19 and 29 are P1-only, sheets E22-27 P2-only
Electrical - Ramp Meter Plans (3 locations)	3	2	3	
Electrical - Bridge	1	0	1	
Electrical - Details (included above)				
retaining wall plans	3	3	0	
Bridge Plans	39	0	39	
TOTAL # PLAN SHEETS	259	131	200	
Plan Sheet by Subs (separate budget item)		17	32	
Plan Sheets by Parsons	242	114	168	

phase 1	phase 2
tatsumi	tatsumi
0	12
ACT	ACT
17	20

128	Road Plans (phase 1)
3	Structure Plans (phase 1)
131	total

161	Road Plans (phase 2)
39	Structure Plans (phase 2)
200	total

hrs/sheet	TASK			
3.50	REPACKAGE 95% PS&E and separate PS&E into phase 1 and phase 2		399	588
1.25	Hours for Parsons to check & update Sheets by Subs		21	40
	District and HQ Office Engineer Review		40	200
	QA/QA plans, Specs and Estimates		60	70
		hours totals	520	898
			phase 1 MORENO	phase 2 MORENO

Ph 1 + 2 (HRS)	
1418	5-2-2011 update
1441	3-25-2011 totals

MV00106270

AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

SPLIT PS&E INTO (2) PHASES AND COMPLETE ENV REVALIDATIONS

PARSONS STAFF - LABOR HOURS AND COSTS

STAFF & PROJECT TITLE		SPEIRS	Gonzalez Betcher	SAGHAFI	Merrin	LEES	SANDRA - UTHAYA	MULLANGI	PEARMAN	Todaro	STRASSNER	TOTAL	DIRECT	NOTES	PHASE 1	PHASE 2
TASK NO. - Description		Project Manager	Roadway Design Lead Engineer	senior Engineer	Roadway Associate	SR Engineer	Structures Lead	Structural Engineer	CADD, Sr.	Environmental Planner	ADMIN	LABOR	LABOR		incl OH & fee	incl OH & fee
	MORENO BEACH DR PS&E															
1	Project Management for extended PS&E phase	80	80								40	200	$14,042	5 hrs/month for 39 months	$19,570.34	$19,570.34
2	Funding Applications	10	10	40					4	10		74	$4,618		$12,871.99	
3	Phase 1 - Repackage PS&E for EB Ramps	8	24	120	260	44			97			553	$27,260	Design revision, and 143 plans + reports, Specs &Est updates	$75,984.52	
4	Phase 2 - Repackage PS&E for WB ramps and Bridge	16	48	180	350	140			154			888	$44,696	Design revisions and 192 plans,+ SSPs, reports and Est to update		$124,586.30
5	Environmental Re-validation (split Moreno 2 packages)	40	40						40	300		420	$20,432	assume cover memos, no new analysis	$66,953.27	
6	Environmental Permitting and Mitigation Support	4							16	60		80	$3,533	coord for MSCHP and explain split etc	$9,848.22	
7	Right of way Certification - Phase 1	16	16									32	$2,476	phase 1 R/W cert	$6,902.94	
8	Additional Right of Way Parcels & Negotiations	20	20									40	$3,096	33 r/w conf calls to date	$4,314.34	$4,314.34
9	Utility Coordination & New Utilities in Bridge	12	12	10		60			20			114	$6,536	expanded utility coord	$18,218.89	
10	AQ Conformity Analysis Report (First Re-validation)	6								24		30	$1,609	from First Revalidation, was not in the scope	$4,205.52	
11	Open House Meeting (1)	4	4						8			16	$965	one open house only	$2,690.84	
12	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections	$12,094.86	
13	Line K-1 Drainage Design Updates	8	60	60	40				20			188	$11,150	additional plans and design changes		$31,079.73
14a	Construction Phase Design Support (Phase 1)	22	120	20			6	6	92		40	310	$17,971	Phase 1	$50,082.81	
14b	Construction Phase Design Support (Phase 2)	22	134	26			36	58	92		40	405	$23,005	Phase 2		$64,122.80
15	Burrowing Owls Survyeys (Step 1 only)	2								12		14	$670	This survey can be completed upon NTP and must be done	$1,866.78	
16	Materials Report Updates (see below for EMI costs)	2	8						2			12	$817	review & coord for Report updates	$2,276.86	
17	Additional Services to address Changes in Caltrans or City requirements	20	20	80	80	40			40			280	$15,278	additional services (to be authorized by City)	$42,579.21	
	totals	296	600	596	730	284	44	64	585	406	120	3725	$202,391		$320,471.39	$243,673.50
PARSONS TOTAL FOR DESIGN PHASE		296	600	596	730	284	44	64	585	406	120	3725				
TOTAL DIRECT LABOR COSTS		$26,059	$42,072	$36,962	$30,660	$15,114	$2,635	$2,671	$26,319	$16,930	$4,979		$202,391		check:	$564,145
											Overhead	153.40%	$310,468			
											Profit	18%	$51,286			
											Escalation	0%	$0			
											TOTAL LABOR COSTS		$564,145			

	SUBCONSULTANTS AND DIRECT COSTS	MORENO (Phases 1 +2	PHASE 1	PHASE 2
	PARSONS DIRECT COSTS	$8,200	$4,100	$4,100
Task 16	EARTH MECHANICS (Materials Report Updates)	$4,940	$4,940	
Task 3	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 1 split)	$4,206	$4,206	
Task 4	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 2 split)	$3,300		$3,300
Task 3	TATSUMI-LANDSCAPE PLANS (phase 1 split)	$2,500	$2,500	
Task 4	TATSUMI-LANDSCAPE PLANS (phase 2 split)	$15,845		$15,845
Task 7	CPC - R/W Cert for Phase 1 (phase 2 is in orig scope)	$5,000	$5,000	
Task 8	CPC - Additional R/W SUPPORT	$157,000	$100,000	$57,000
Task 6	AE/PB -ROW ENGINEERING	$14,087.43	$14,087.43	
Task 18	AE/PB -Prepare ENWD Water line Quit Claim legals, plats, deed	$6,403.82	$6,403.82	
	Subs + ODC	$221,482.25	$141,237	$80,245
	LABOR	$564,144.90	$320,471	$243,674
	TOTAL -PHASE 1 - MORENO		$461,708.64	
	TOTAL -PHASE 2 - MORENO			$323,918.50

S:_OPEN JOBS\847048 - SR60-Moreno Beach Dr. IC\Admin\AMENDMENTS\AMENDMENT_4A\Amend_4_Exhibit B_Costs_2011-05-23.xlsx

MV00106271

AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

PS&E UPDATES, SCHEDULE EXTENSION, AND NEW TASKS

PARSONS STAFF - LABOR HOURS AND COSTS														
STAFF & PROJECT TITLE		SPEIRS	Gonzalez Botcher	SAGHAFI	Merritt	LEES	SANDIRA + UTHAYA	MULLANGI	PEARMAN	Todaro	STRASSNER	TOTAL	DIRECT	
TASK NO. - Description		Project Manager	Roadway Design Lead Engineer	senior Engineer	Roadway Associate	SR Utility Engineer	Structures Lead	Structural Engineer	CADD Sr.	Environmental Planner	ADMIN	LABOR	LABOR	notes
	NASON STREET/SR60 PS&E	$84.66	$70.12	$62.00	$42.00	$53.22	$69.88	$41.73	$43.28	$41.70	$41.49			
1	Project Management for extended PS&E phase	50	50								20	120	$8,569	3.6 hrs/month X 33 months
2	Funding Application (RCTC)	4	24						2			30	$2,108	1 application
3	Update Specifications - Caltrans Plain Language SSP	4	8	120								132	$8,340	(175) pay items, over 150 SSPs to update
4	Updated 95% PS&E Submittal (Roadway)	32	82	240	240	40			197			831	$44,074	(176) plans, and 3 reports to update
5	Updated 95% PS&E submittal (Structures)	4	4				40	80	80			208	$9,815	(52) plans, specs, estimates
6	Utility Coordination - New Utilities in Bridge	24				80			8			112	$6,636	additional coord, interim poles etc
7	Geotechnical Support - City Stockpile	12	36	30					6			84	$5,660	see scope for details
8	AQ Conformity Analysis Report for Re-Validation	6								24		30	$1,509	from 1st Env Revalidation
9	Open House Meetings (2)	8	8							8		24	$1,572	new
10	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections
11	Construction Phase Design Support (restore Orig Budget)	17	129	26			36	56	52	36	38	390	$21,918	same hrs as original contract (restored)
12	Local Assistance Forms (FOR FEDERAL FUNDING)	20	40									60	$4,498	
13	Additional Services to address Changes in Caltrans or City requirements (to be authorized by City)	20	20	60	60	20			20			200	$11,266	
	Totals	**205**	**405**	**536**	**300**	**140**	**76**	**136**	**365**	**68**	**58**	**2289**	**$130,302**	
PARSONS TOTAL FOR DESIGN PHASE		205	405	536	300	140	76	136	365	68	58	2289		
	TOTAL DIRECT LABOR COSTS	$17,355	$26,399	$33,232	$12,600	$7,451	$4,551	$5,675	$15,797	$2,836	$2,406		$130,302	

Overhead	153.40%	$199,883
Profit	10%	$33,019
Escalation	0%	$0
TOTAL LABOR COSTS		$363,204

NASON TASK	SUBCONSULTANTS AND DIRECT COSTS	NASON
	PARSONS DIRECT COSTS	$6,062
Task 5	ACT-TRAFFIC ELECTRICAL DESIGN (NASON)	$3,498
Task 5	TATSUMI-LANDSCAPE PLANS (NASON)	$15,845
Task 7	EARTH MECHANICS & PARSONS (STOCK PILE Clearanc	$10,740
	Subs + ODC	$36,145.25

NASON TOTAL	$399,349.27

MV00106272

SR-60/MORENO SUMMARY OF SHEETS FOR "PS&E-SPLIT" --- DATE 5-02-2011

SHEET / DISCIPLINE	MORENO BEACH (ORIGINAL SHEET COUNT)	PHASE 1	PHASE 2	
Title Sheet	1	1	1	
Typical Cross-Sections	8	4	4	
Key Map and Line Index	1	1	1	
Layout Plans	5	4	5	only (5) layouts in original plan set
Profile Plans and Superelevation Diagrams	13	6	9	
Construction Details*	19	15	15	
Water Pollution Control Plans & SWDR	7	4	5	reivsed based upon footprint for P1 and P2
Contour Grading Plans	5	4	5	
Drainage Plans	5	4	5	
Drainage Profiles	10	5	6	
Drainage Details & Quantities	28	14	14	102
Utility Plans	6	4	5	
Stage Construction Index sheets	3	3	3	
Traffic Handling Plans	16	8	16	
Traffic Handling Quantities	5	3	3	
Detour Plans**	3	3	3	
Detour Quantities				
Construction Area Signs and Key map Sheets	4	4	4	
Construction Area Sign Details	1	1	1	
Pavement Delineation Plans	6	4	5	
Pavement Delineation Quantities & Details	3	3	3	includes (1) detail sheet and (2) quant sheets P1 and P2
Sign Plans	5	5	5	
Sign Plans - Overhead & Roadside Sign Details***	17	9	9	
Bridge Mounted Sign Details (included with Sign Details)				
Summary of Quantities Sheets	4	2	2	
Plant List	1	0	1	phase 1 - phase 2
Planting plans	5	0	5	
Irrigation Plans	5	0	5	tatsumi tatsumi
Sprinkler Schedule	1	0	1	0 12
Electrical - Lighting	11	5	6	
Electrical - Traffic Signals (Ultimate and Temp) & interconnect	15	10	10	updated sheet count P1 and P2, sheets E-20,21,28,30 common to P1 and P2, sheets E-15-19 and 29 are P1-only; sheets E22-27 P2-only
Electrical - Ramp Meter Plans (3 locations)	3	2	3	
Electrical - Bridge	1	0	1	ACT ACT
Electrical - Details (included above)				17 20
retaining wall plans	3	3	0	
Bridge Plans	39	0	39	
TOTAL # PLAN SHEETS	**259**	**131**	**200**	
Plan Sheet by Subs (separate budget item)		**17**	**32**	
Plan Sheets by Parsons	**242**	**114**	**168**	

128	Road Plans (phase 1)
3	Structure Plans (phase 1)
131	total

161	Road Plans (phase 2)
39	Structure Plans (phase 2)
200	total

hrs/sheet	TASK			
3.50	REPACKAGE 95% PS&E and separate PS&E into phase 1 and phase 2		399	588
1.25	Hours for Parsons to check & update Sheets by Subs		21	40
	District and HQ Office Engineer Review		40	200
	QA/QA plans, Specs and Estimates		60	70
		hours totals	**520**	**898**
			phase 1 MORENO	**phase 2 MORENO**

Ph 1 + 2 (HRS)	
1418	5-2-2011 update
1441	3-25-2011 totals

MV00106273

Associated Engineers, Inc.

City of Moreno Valley
State Route 60 / Moreno Beach – PHASE II
02-18-2011

SCOPE OF WORK – ADDITIONAL EFFORT

1.00 Control Survey and Base Data Review

No additional effort.

2.00 Aerial Topographic Mapping

No additional effort.

3.00 Design Data Surveys

No additional effort.

4.00 Utility Surveys and Mapping

No additional effort.

5.00 Right-of-Way Engineering

Additional effort is summarized as follows:

- **Weekly R/W Acquisition Status Meetings** – participation in weekly status meetings was not anticipated in our original scope of work: thirty seven (37) meetings attended through March 7, 2011.

- **Land Title Gap in parcel ownerships at Ironwood** – three affected parcels on the north side of Ironwood have clouded title within the strip of land between the north line of Ironwood, and the south line of Section 34. This strip of land is approximately 55' wide and is caused by inconsistencies in the historic mapping of said section line, and the resulting grant deeds. Effort is required for additional title and survey research, field surveys, boundary analysis and preparation of additional acquisition documents, which was not anticipated in our original scope of work.

ASSOCIATED ENGINEERS, INC.

PB 177725A

02/18/11

SR 60 / Moreno Beach Drive Interchange and Nason Street Overcrossing Improvements, City of Moreno Valley
Additional Effort - Surveying & Mapping Services - Moreno Beach

	TASKS	Survey Task Leader	Chief of Surveys	Land Surveyor	Survey Technician	CADD Technician	3-Man Field Crew*	2-Man Field Crew*	Clerical	Proj Admin	TOTAL HOURS	TOTAL COST
	Rates:	$190.92	$132.57	$138.95	$110.45	$103.52		$245.33	$65.08	$89.78		
3.0	**Design Data Surveys**											
3.1											0	$0.00
3.2											0	$0.00
3.3											0	$0.00
3.4											0	$0.00
4.0	**Utility Surveys & Mapping**											
4.1											0	$0.00
5.0	**Right of Way Engineering**										0	$0.00
5.1	participate in weekly status calls (37 ea)	37								2	39	$7,243.60
5.2	Land title gap, 3 parcels at Ironwood	6	2	12	16	2		5	4	2	49	$6,718.83
5.3											0	$0.00
5.4											0	$0.00
5.5											0	$0.00
5.6											0	$0.00
5.7											0	$0.00
5.8											0	$0.00
5.9											0	$0.00
	Total Hours	43	2	12	16	2	0	5	4	4	88	
	Total Costs	$8,209.56	$265.14	$1,667.40	$1,767.20	$207.04	$0.00	$1,226.65	$260.32	$359.12		$13,962.43

Rates shown are based on Overhead rate of 127.48% plus fee of 10%

* Prevailing Wage rates for field personnel

ODC Sidebar:

Messenger & delivery costs	est.	$75.00
Repro and photocopy	est.	$50.00
Pothole Digging (KanTex)		$0.00
Total Other Direct Costs:		**$125.00**

ODC Total: **$125.00**

Total Cost: **$14,087.43**

AddCost-SR 60-MBeach_02-18-2011.XLS

MV00106275

Associated Engineers
A subsidiary of PB Americas

3311 E. Shelby Street
Ontario, CA 91764-4872
909- 980-1982
Fax: 909-941-0891

City of Moreno Valley
State Route 60 / Moreno Beach – PHASE II
05-17-2011

SCOPE OF WORK – ADDITIONAL EFFORT

1.00 Control Survey and Base Data Review

No additional effort.

2.00 Aerial Topographic Mapping

No additional effort.

3.00 Design Data Surveys

No additional effort.

4.00 Utility Surveys and Mapping

No additional effort.

5.00 Right-of-Way Engineering

Additional effort is summarized as follows:

- **Prepare Exhibits for Quitclaim Deeds for EMWD Easements** – two existing Eastern Municipal Water District easements (approximately 3000 LF) will be quitclaimed following relocation of their facilities for; exhibits (legal description and plats) will be prepared in accordance with EMWD standards for easements recorded 12/17/1962 as Instrument No. 113386, Official Records, and easement recorded in Book 3276, Page 419.

ASSOCIATED ENGINEERS, INC.
PB 177725A

05/16/11

SR 60 / Moreno Beach Drive Interchange and Nason Street Overcrossing Improvements, City of Moreno Valley
Additional Effort - Surveying & Mapping Services - Moreno Beach

	TASKS	Survey Task Leader	Chief of Surveys	Land Surveyor	Survey Technician	CADD Technician	3-Man Field Crew*	2-Man Field Crew*	Clerical	Proj Admin	TOTAL HOURS	TOTAL COST
	Rates:	$190.92	$132.57	$138.95	$110.45	$103.52		$245.33	$65.08	$89.78		
3.0	**Design Data Surveys**											
3.1											0	$0.00
3.2											0	$0.00
3.3											0	$0.00
3.4											0	$0.00
4.0	**Utility Surveys & Mapping**											
4.1											0	$0.00
5.0	**Right of Way Engineering**										0	$0.00
5.1	Prepare EMWD easmt quitclaim deeds	4		10	20	16			4		54	$6,278.82
5.2											0	$0.00
5.3											0	$0.00
5.4											0	$0.00
5.5											0	$0.00
5.6											0	$0.00
5.7											0	$0.00
5.8											0	$0.00
5.9											0	$0.00
	Total Hours	4	0	10	20	16	0	0	4	0	54	
	Total Costs	$763.68	$0.00	$1,389.50	$2,209.00	$1,656.32	$0.00	$0.00	$260.32	$0.00		$6,278.82

Rates shown are based on Overhead rate of 127.48% plus fee of 10%

* Prevailing Wage rates for field personnel

ODC Sidebar:

Messenger & delivery costs	est.	$75.00
Repro and photocopy	est.	$50.00
Pothole Digging (KanTex)		$0.00

Total Other Direct Costs: $125.00

ODC Total: $125.00

Total Cost: $6,403.82

AEPB_Cost-EMWD-QC_05-16-2011.XLS

MV00106277

Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

MEMORANDUM

EMI Project No. 05-140

Date: May 18, 2011

To: David Speirs / Parsons

From: Eric Brown, Earth Mechanics, Inc.

Subject: ***Additional Scope and Cost for Materials Report***
Moreno Beach Drive, City of Moreno Valley, California

It is our understanding that the City of Moreno Valley intends to divide the Moreno Beach Drive project into two phases; the first phase consisting of the improvements for the EB ramps and widening of Moreno Beach Drive south of SR-60, and the second phase consisting of the replacement of the bridge at SR60/Moreno Beach Drive and construction of (3) WB ramps and related auxiliary lanes. It is noted that the Geotechnical Design Report for the original project (Nason/SR60 and Moreno/SR60 as a combined project) has already been approved by Caltrans. However, the Materials Report has not yet been approved and will need to be updated to reflect an updated range of pavement structural sections pursuant to Caltrans LCCA requirements. The Bridge Foundation Reports for SR60/Nason Street and SR60/Moreno Beach Drive, and the Foundation Reports for Soundwall 60-954L and Retaining Wall 3805R have also been approved. Based upon our conversations, we are assuming that these approved geotechnical reports will not need to be revised or resubmitted.

The cost estimate below summarizes the cost for the additional geotechnical services required to revise the Materials Report to address the (2) phases at Moreno Beach Drive, the fact that SR60/Nason is a separate PS&E but still covered by the Material Report, and to address the additional geotechnical support already provided for the Pavement Life Cycle Cost Analysis.

TABLE 1. MANHOURS AND COST ESTIMATES

TASK	*Project Manager*	*Senior Engineer*	*Staff Engineer*	*Senior Technician*	*Clerical*	*Total Hours*	*Total Cost*
LCCA Support	0	6	0	0	0	6	$ 840.00
Report Preparation	0	24	0	0	0	24	$3,360.00
Response to Caltrans Review	0	5	0	0	0	5	$ 700.00
Total Hours	0	35	0	0	0	35	*$4,900.00*
Hourly Rate	$155	$140	$95	$110	$60		
Subtotal	$ 0.00	$4,900.00	$ 0.00	$ 0.00	$ 0.00		
OTHER COSTS							
Reproduction						$40	
TOTAL							**$4,940.00**

17800 Newhope Street, Suite B, Fountain Valley, California 92708 Tel: (714) 751-3826 Fax: (714) 751-3928

Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

MEMORANDUM

EMI Project No. 05-140

Date: May 3, 2011

To: David Speirs / Parsons

From: Eric Brown, Earth Mechanics, Inc.

Subject: ***Additional Scope and Cost for Stockpile Investigation***
Nason Street –Moreno Beach Drive, City of Moreno Valley, California

Earth Mechanics, Inc. (EMI) is pleased to assist Parsons and the City of Moreno Valley by providing geotechnical engineering services to investigate the stockpile of borrow material located at the intersection of Nason Street and Alessandro Boulevard. Our scope of work and the associated cost estimate for geotechnical services is presented below.

EMI will perform a geotechnical field investigation by excavating five (5) geotechnical borings through the stockpiled material at the location described above. The borings will be performed with a limited access track mounted drill rig equipped with 8-inch diameter hollow-stem augers. The borings will be conducted for the purpose of characterizing the material and collecting samples for laboratory testing. The spoils from the boring excavations will be temporarily stockpiled adjacent to each boring; immediately after each excavation is completed, the spoils will be mixed with water and used to backfill the boreholes.

Samples recovered during the investigation will be preserved and returned to the lab for testing. The anticipated laboratory tests proposed to be performed on selected samples is provided below. Five of each test listed below will be conducted.

Environmental Tests	Geotechnical Tests
EPA Test 8015B – Nonhalogenated Organics	Compaction (CT 216)
EPA Test 8260B – Volatile Organics	R-Value (CT-301)
Title 22 Metals	Sieve Analysis (CT 202)

After completion of the investigation, EMI will present the results of the field and laboratory testing program in a data memorandum to Parsons.

Services by EMI will be performed only after Parsons has provided authorization to proceed with the services. The cost for the geotechnical services is $10,740 based on the scope of work described above and our 2011 fee and laboratory testing schedule.

17800 Newhope Street, Suite B, Fountain Valley, California 92708 Tel: (714) 751-3826 Fax: (714) 751-3928

TABLE 1. MANHOURS AND COST ESTIMATES

TASK	*Project Manager*	*Senior Engineer*	*Staff Engineer*	*Senior Technician*	*Clerical*	*Total Hours*	*Total Cost*
Field Investigation	0	0	6	12	0	18	$1,890.00
Report Preparation	0	2	16	0	0	18	$1,800.00
Total Hours	0	2	22	12	0	36	*$3,690.00*
Hourly Rate	$155	$140	$95	$110	$60		
Subtotal	$ 0.00	$ 280.00	$2,090.00	$1,320.00	$ 0.00		
OTHER COSTS							
Drill Rig Rental						$3,400	
Laboratory Test						$3,650	
TOTAL							**$10,740.00**

advanced civil technologies
2201 Dupont Drive • Suite 630 • Irvine, CA 92612
phone 949-752-2268 • fax 949-752-2263

Moreno Beach Drive/SR-60 Interchange and Nason Street/SR-60 Overcrossing Improvements
Plan, Specifications and Estimate (PS&E)
Caltrans EA #323011
Amendment No. 1

Lighting, Sign Illumination, Signals, and Ramp Metering System Plans
Additional coordination efforts are required for additional work in electrical design because of splitting the SR-60/Moreno Beach Drive Interchange Improvements Project into two phases. ACT shall re-package and update electrical plans, specifications, and estimates for the Phase 1 project which would include all electrical improvements along the eastbound ramps and Moreno Beach Drive; and Phase 2 project which would include all electrical improvements along the westbound ramps and Moreno Beach Drive. ACT shall also update electrical plans, specifications and estimates for the SR-60/Nason Street Interchange Improvements Project. This scope of work assumes that there is only one submittal to Caltrans for review.

The fee estimates for re-packaging and updating electrical plans are as follow:
SR-60/Moreno Beach Drive Interchange Improvements, Phase 1 - $4,200
SR-60/Moreno Beach Drive Interchange Improvements, Phase 2 - $3,300
SR-60/Nason Street Interchange Improvements - $3,500

MV00106281

www.OPCservices.com

OVERLAND PACIFIC & CUTLER, INC.

2280 Market Street, Suite 340
Riverside, CA 92501
951.683.2353 ph | 951.683.3901 fax

March 1, 2011

David Speirs
Engineering Manager
PARSONS
2201 Dupont Drive, Ste. 200
Irvine, CA 92612

RE: Contract Amendment #4 to Subconsultant Agreement Number 647148-04
Amended Scope and Fee Schedule for Right of Way Services
City of Moreno Valley – Moreno Beach Drive Interchange Project
Project No. 0027(012)

Dear Mr. Speirs:

Pursuant to your request, we respectfully submit this Amendment to our contract for additional acquisition, project management, title research and coordination services added to OPC's scope of work for the above-referenced project.

The request for Amendment primarily stems from additional work tasks not anticipated in the original proposal. The additional work tasks include negotiations with owners beyond the proposed four week period, weekly right of way focus conference calls, extensive title research on the Lila Jones and David May Trust parcels, extensive research on ownership contact information, extensive title research on utility easements, analysis of Ironwood Avenue ownership and responding to Public Records Act requests.

OPC has conducted exhaustive title searches to resolve several project issues, including the ownership interests of the David May Trust and Lila Jones parcels, the location of the centerline of Pettit Street, prior rights searches for the SCE poles and other utility easements, ownership of Ironwood Avenue. The title searches were extensive and required significant staff time to conduct and coordinate with the title company and the project team none of which was anticipated in OPC's original proposal.

OPC has conducted extensive research to locate contact information for parcel owners. In some cases, multiple attempts have been made to owners' residences, prior residences

and prior business locations in attempts to locate the owners. In addition, OPC has contracted with on-line locator services to obtain additional owner contact information.

OPC's original proposal provided for owner negotiations for a 4 week period prior to the commencement of eminent domain proceeding or further instructions from the City. OPC has extended negotiations for an additional 10 to 15 weeks beyond the offer presentations and 4 week negotiation period. The City is not in a position to institute eminent domain proceedings for a minimum of at least 4 to 6 months and intends to continue negotiations during this period.

Two owners, Chen and Chado, have obtained legal counsel which has served the City with a Public Records Act request. In order to assist the City with this request, OPC will have to review the request, have discussions with the City as to document criteria and review and copy all project files/documents pertaining to the request. This may require significant staff time to complete.

OPC participates on weekly right of way focus conference calls which extend from 1 hour to 2 ½ hours depending on the weekly issues. The weekly conference calls incur additional staff time in both preparation for and attendance on the conference call.

At the time of the original project proposal, the City had an in-house right of way agent to coordinate and manage the right of way services. In the absence of this City position, OPC has been requested to provide right of way services formerly provided in-house, such as drafting staff reports, closed session items and various project management function, all of which were not anticipated in OPC's original proposal.

The additional work tasks described above were not anticipated in OPC's original proposal and are out of scope items.

OPC's current contract scope of work includes obtaining 20 appraisal reports and reviews. To date, OPC has obtained 13 appraisal reports with 7 additional reports remaining. At this time, it is foreseeable that 3 appraisal reports will be required along the North side of Ironwood Drive and a potential for 3 appraisal reports on the 2 City owned parcels (Fire Station and land north of Auto Mall) and 1 for the future excess land parcel at SR 60 westbound Moreno Beach Off Ramp. In addition, the ProLogis appraisal report will require revisions once the EMWD and SCE easements are resolved. Based upon this summary it appears that the current contract the scope is sufficient to cover remaining appraisals.

The costs associated with the additional services described above are as follows, and are predicated on the assumption that acquisition services will conclude within 120 days (June 30, 2011):

Proposed Fees:

Project Management	$30,000
Acquisition/Complex Negotiations	$85,000
Title Searches	
Lila Jones and David May Trust Ownerships	$15,000
Prior Rights/Utility Easement Research	$5,000
Analysis of Ironwood Avenue Ownership	$5,000
Pettit Street Research	$4,000
Ownership Locator Searches	$10,000
Public Records Act Request	$3,000
Authorized Contract Budget	$257,150
Amount of Amendment #4	$157,000
Total Project Budget	**$414,150**

If you have any questions or concerns regarding the above, please do not hesitate to contact me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

Kimberly Reed
Senior Project Manager

www.OPCservices.com

OVERLAND PACIFIC & CUTLER, INC.

2280 Market Street, Suite 340
Riverside, CA 92501
951.683.2353 ph | 951.683.3901 fax

March 21, 2011

David Speirs
Engineering Manager
PARSONS
2201 Dupont Drive, Ste. 200
Irvine, CA 92612

RE: Contract Amendment to Subconsultant Agreement Number 647148-04
Amended Scope and Fee Schedule for Right of Way Services
City of Moreno Valley – Moreno Beach Drive Interchange Project
Project No. 0027(012)

Dear Mr. Speirs:

Pursuant to your request, we respectfully submit this Amendment to our contract for right of way certification services to separate out the eastbound freeway ramps for the above-referenced project.

Right of Way Certification Services

1. Attend certification planning meeting with client's Right of Way Local Assistance Coordinator and project team.
2. Prepare real estate components of right of way data sheet and provide current and escalated costs for acquisition and relocation; incorporate engineers' construction and utility information as provided to OPC.
3. Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
4. Oversee utility relocation activities as required for completion of certification form including compiling utility notices and submittal of hi-low risk utility sheet prepared by engineers for Right of Way Local Assistance Coordinator review.
5. Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
6. Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
7. Attend and coordinate pre and post-audit submittal meetings.

The costs associated with the additional services described above are as follows, and are predicated on the assumption that acquisition services will conclude within 120 days (June 30, 2011):

Proposed Fees:

Right of Way Certification – Eastbound Freeway Ramps	$5,000
Authorized Contract Budget	$257,150
Amendment #4 (Pending)	$157,000
Amount of Amendment EB Freeway Ramps	$5,000
Total Project Budget	**$419,150**

If you have any questions or concerns regarding the above, please do not hesitate to contact me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

for Kimberly Reed
Senior Project Manager

KR:klp

TATSUMI
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AND
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PARTNERS, INC.

LANDSCAPE ARCHITECTURE
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PLANNING
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URBAN DESIGN

5 Corporate Park, Suite 200
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California 92606-5166

Telephone:
(949) 250-9890

Facsimile:
(949) 250-9891

email@tatsumiandpartners.com
www@tatsumiandpartners.com

David H. Tatsumi, ASLA
Calif. No. 2033

May 23, 2011

Mr. David Speirs
PARSONS
2201 Dupont Drive, Suite 200
Irvine, California 90012

Project Name: SR-60/Moreno Beach Drive Overcrossing – Additional Services for completing the PS&E
TAP Project No.: 2004381.00.02 (r5)

Dear Mr. Speirs:

Per your request, I have prepared the following proposal for the extra services to pick up where the project was left off and move it forward for final submittal.

SCOPE OF WORK

1. Task I: Re-start the project (after a 2 year hold).
   a. Meet with the Engineer and review status of the engineering design.
   b. Update CADD files as needed and as appropriate.
   c. Provide PS&E redline and QAQC review.
   d. Review standards used at the time of the plans preparation, research and determine what, if any, changes to standards have occurred. If changes are needed, implement changes to bring project up to current standards.
2. Task II: Prepare 2nd 95% PS&E Submittal.
   a. Update planting plans, legends, notes, and SSP's.
   b. Update irrigation plans, legends, notes, and SSP's.
   c. Update Quantities and Estimate of Probable Construction Costs.
   d. One (1) coordination meeting is assumed for reviewing comments received.
   e. Provide PS&E redline and QAQC review.

f. Submittal deliverables:
   i. One (1) set of full size drawings in PDF format.
   ii. One (1) set of 11x17 drawings in PDF format.

3. Task III: Prepare Final Submittal (incorporating any comments received from the 2nd 95% PS&E submittal).

   a. Update planting plans, legends, notes, and SSP's.

   b. Update irrigation plans, legends, notes, and SSP's.

   c. Update Quantities and Estimate of Probable Construction Costs.

   d. Provide PS&E redline and QAQC review.

   e. Submittal deliverables:
      i. One (1) set of full size drawings in PDF format.
      ii. One (1) set of 11x17 drawings in PDF format.

4. Task IV: Revise existing irrigation for Phase I east bound ramp construction.

5. Assumptions.

   a. CAD files will be named per Caltrans standard naming convention using EA32300 for Moreno Beach Drive.

   b. It is assumed that there will be additional meetings/site visits and coordination meetings required during the construction phase support for Phase 2. These meetings will be approved by Parsons beforehand and will be billed at Tatsumi's regular hourly rates.

MV00106288

FEES

The fee for the above-listed Scope of Work is Seventeen Thousand Three Hundred and Forty Five Dollars and No Cents ($17,345.00).

A flat fee of One Thousand Dollars ($1,000.00) in addition to the amount above is included for reproduction, mileage, and or delivery and any other costs incurred for the project.

Respectfully,
Tatsumi and Partners, Inc.
A California Corporation

Michael Aceves
Project Manager

MV00106289

FEE PROPOSAL FOR

Moreno Beach (2004381.00.02)

5/2/2011

TASK	STAFF / RATE / HOURS												REIMBURSABLES TOTAL	HOURS TOTAL	FEE TOTAL
	Sr. Principal		Associate		Senior Staff		Tech. Staff II		Tech. Staff I		Staff				
	Hrs	$275.00	Hrs	$126.00	Hrs	$111.00	Hrs	$101.00	Hrs	$88.00	Hrs	$70.00			
Task 1: Re-start Project															
Meeting (1 Assumed)		$0.00		$0.00	2	$222.00		$0.00		$0.00		$0.00		2	$222.00
Update Cadd Files		$0.00		$0.00		$0.00	8	$808.00		$0.00		$0.00		8	$808.00
Redline & QA/QC Review		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Review Standards & Update Per current standards	1	$275.00		$0.00	3	$333.00	6	$606.00	3	$264.00		$0.00		13	$1,478.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	9	$999.00	14	$1,414.00	3	$264.00	0	$0.00		27	$2,952.00
Task II: Prepare 2nd 95% PS&E Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	24	$2,424.00	2	$176.00		$0.00		29	$2,933.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	32	$3,232.00	2	$176.00		$0.00		37	$3,741.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	8	$808.00	2	$176.00	2	$140.00		12	$1,124.00
Meeting (1 Assumed)		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Redline & QA/QC Review	1	$275.00		$0.00	6	$666.00		$0.00		$0.00		$0.00		7	$941.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	16	$1,776.00	64	$6,464.00	6	$528.00	2	$140.00		89	$9,183.00
Task III: Prepare Final Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	4	$404.00	2	$176.00	2	$140.00		8	$720.00
Redline & QA/QC Review	1	$275.00		$0.00	3	$333.00		$0.00		$0.00		$0.00		4	$608.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	5	$555.00	12	$1,212.00	6	$528.00	2	$140.00		26	$2,710.00
Task IV: Revise Existing Irrigation fo Phase I East-Bound Ramp Constuction															
Revise Irrigation		$0.00		$0.00	3	$333.00	21	$2,167.00		$0.00		$0.00		24	$2,500.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	0	$0.00	0	$0.00	3	$333.00	21.46	$2,167.00	0	$0.00	0	$0.00		24	$2,500.00
Misc. ODC's													$1,000.00		
HOURS SUBTOTAL	3		0		33		111.5		15		4			166	
PROPOSAL TOTALS		$825.00		$0.00		$3,663.00		$11,257.00		$1,320.00		$280.00	$1,000.00		$18,345.00

MV00106290

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PARTNERS, INC.

LANDSCAPE ARCHITECTURE
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David H. Tatsumi, ASLA
Calif. No. 2033

May 2, 2011

Mr. David Speirs
PARSONS
2201 Dupont Drive, Suite 200
Irvine, California 90012

Project Name: SR-60/Nason Street Overcrossings – Additional Services for completing the PS&E
TAP Project No.: 2004381.01.02 (r3)

Dear Mr. Speirs:

Per your request, I have prepared the following proposal for the extra services to pick up where the project was left off and move it forward for the final submittal.

SCOPE OF WORK

1. Task I: Re-start the project (after a 2 year hold).
   a. Meet with the Engineer and review status of the engineering design.
   b. Update CADD files as needed and as appropriate.
   c. Provide PS&E redline and QAQC review.
   d. Review standards used at the time of the plans preparation, research and determine what, if any, changes to standards have occurred. If changes are needed, implement changes to bring project up to current standards.
2. Task II: Prepare 2nd 95% PS&E Submittal.
   a. Update planting plans, legends, notes, and SSP's.
   b. Update irrigation plans, legends, notes, and SSP's.
   c. Update Quantities and Estimate of Probable Construction Costs.
   d. One (1) coordination meeting is assumed for reviewing comments received.

e. Provide PS&E redline and QAQC review.

f. Submittal deliverables:
   i. One (1) set of full size drawings in PDF format.
   ii. One (1) set of 11x17 drawings in PDF format.

3. Task III: Prepare Final Submittal (incorporating any comments received from the 2nd 95% PS&E submittal).

   a. Update planting plans, legends, notes, and SSP's.

   b. Update irrigation plans, legends, notes, and SSP's.

   c. Update Quantities and Estimate of Probable Construction Costs.

   d. Provide PS&E redline and QAQC review.

   e. Submittal deliverables:
      i. One (1) set of full size drawings in PDF format.
      ii. One (1) set of 11x17 drawings in PDF format.

4. Assumptions.

   a. CAD files will be named per Caltrans standard naming convention using EA 32301 for Nason Street.

   b. Although separated, both interchange packages will continue to progress reasonably concurrent to each other.

   c. It is assumed that there will be additional meetings/site visits and coordination meetings required during the construction phase support for two (2) separate contracts. These meetings will be approved by Parsons beforehand and will be billed at Tatsumi's regular hourly rates.

   d. Bidding and Construction Administration services are not included, but may be provided for an additional fee.

MV00106292

FEES

The fee for the above-listed Scope of Work is Fourteen Thousand Eight Hundred Forty Five Dollars and No Cents ($14,845.00).

A flat fee of One Thousand Dollars ($1,000.00) in addition to the amount above is included for reproduction, mileage, and or delivery and any other costs incurred for the project.

Respectfully,
Tatsumi and Partners, Inc.
A California Corporation

Michael Aceves
Project Manager

MV00106293

FEE PROPOSAL FOR

Nason (2004381.01.02)

5/2/2011

TASK	STAFF / RATE / HOURS												REIMBURSABLES TOTAL	HOURS TOTAL	FEE TOTAL
	Sr. Principal		Associate		Senior Staff		Tech. Staff II		Tech. Staff I		Staff				
	Hrs	$275.00	Hrs	$126.00	Hrs	$111.00	Hrs	$101.00	Hrs	$88.00	Hrs	$70.00			
Task 1: Re-start Project															
Meeting (1 Assumed)		$0.00		$0.00	2	$222.00		$0.00		$0.00		$0.00		2	$222.00
Update Cadd Files		$0.00		$0.00		$0.00	8	$808.00		$0.00		$0.00		8	$808.00
Redline & QA/QC Review		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Review Standards & Update Per current standards	1	$275.00		$0.00	3	$333.00	6	$606.00	3	$264.00		$0.00		13	$1,478.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	9	$999.00	14	$1,414.00	3	$264.00	0	$0.00		27	$2,952.00
Task II: Prepare 2nd 95% PS&E Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	24	$2,424.00	2	$176.00		$0.00		29	$2,933.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	32	$3,232.00	2	$176.00		$0.00		37	$3,741.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	8	$808.00	2	$176.00	2	$140.00		12	$1,124.00
Meeting (1 Assumed)		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Redline & QA/QC Review	1	$275.00		$0.00	6	$666.00		$0.00		$0.00		$0.00		7	$941.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	16	$1,776.00	64	$6,464.00	6	$528.00	2	$140.00		89	$9,183.00
Task III: Prepare Final Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	4	$404.00	2	$176.00	2	$140.00		8	$720.00
Redline & QA/QC Review	1	$275.00		$0.00	3	$333.00		$0.00		$0.00		$0.00		4	$608.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	5	$555.00	12	$1,212.00	6	$528.00	2	$140.00		26	$2,710.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		0	$0.00
Misc. ODC's													$1,000.00		
HOURS SUBTOTAL	3		0		30		90		15		4			142	
PROPOSAL TOTALS		*$825.00*		*$0.00*		*$3,330.00*		*$9,090.00*		*$1,320.00*		*$280.00*	*$1,000.00*		*$15,845.00*

MV00106294

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE PROJECT NO. 08-41678827

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, on behalf of the City.

3. Authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney.

5. Authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011.

BACKGROUND

An agreement with Associate Engineers, Inc. was signed by the City Manager on January 24, 2008 to provide Phase 1, preliminary design (35%) services for the roadway improvements to the west side of Heacock Street between Hemlock Avenue and Ironwood Avenue. On February 11, 2009, the City Manager approved the First Amendment to Agreement to allow the parent company, PB America, Inc. to assume all the liabilities, obligations, and commitments of its subsidiary company, Associated Engineers, Inc. On August 25, 2009, the City Council approved the Second Amendment Agreement to PB America, Inc. to provide Phase II and Phase III services, which include completing the final design Plans, Specifications, and Estimate (PS&E) for street improvements, right of way acquisition, coordination with utility companies, and design support during construction.

On September 22, 2009, the City Council adopted the Mitigated Negative Declaration (MND) prepared by the Planning Division. The mitigation measures, as described in the Initial Study and ultimately incorporated into the project specifications, will reduce all potential environmental impacts to an acceptable level in compliance with CEQA and the City's rules to implement CEQA.

DISCUSSION

This project will improve approximately 500 feet of the west side of Heacock Street from 390 feet north of Hemlock Avenue to 530 feet south of Ironwood Avenue. The project will expand the roadway and add new sidewalk, curb, and gutter on the west side of Heacock Street. The project will improve sight distance for public safety and improve pedestrian safety by providing a continuous sidewalk by joining the existing sidewalk at the north and south ends of the project limits.

The project will also construct street improvements on the north side of the intersection of Ironwood Avenue and Davis Street and two access ramps on the northeast and southwest corners of Heacock Street and Ironwood Avenue. These proposed improvements were intended to be added to the Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements project; however, the proposed change order price proposed by the Contractor significantly exceeded the engineer's estimate. As a result, staff elected to add the proposed work as a bid addendum to this project. Funds from Account No. 897.91726 (Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements) will be used to fund this additional work.

Formal bidding procedures have been followed in conformance with the Public Contact Code (PCC) and the City Clerk opened bids at 2:00 p.m., May 2, 2011, for the subject project. Four (4) bids were received as follows:

1. Hillcrest Contracting, Inc. $315,998.90
2. Cooley Construction, Inc. $349,918.65
3. EBS General Engineering, Inc. $369,259.00

4. Leland Hoffman, Inc. $448,470.95

Engineer's Estimate $243,618.50

The Engineer's Estimate was significantly lower than the lowest bid received primarily due to the increased unit prices of road-related items such as base material and excavation work. Staff has reviewed the lowest bid received by Hillcrest Contracting, Inc. and finds it to be the lowest responsible bidder. Hillcrest Contracting, Inc. possesses a valid California Contractor License in good standing and has provided a bid bond as its required bid security. No outstanding problems were identified through review of the references submitted by Hillcrest Contracting, Inc.

The Contractor will notify, and provide safe ingress and egress to, all potentially affected property owners about the road closure, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, etc. The Contractor is required to provide driveway access to residents at all times. In order to construct cross gutter and adjacent pavement improvements, a full road closure of Davis Street north of Ironwood Avenue may be authorized for up to a period of ten working days, as necessary, between July 2011 and September 2011.

ALTERNATIVES

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder, authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, on behalf of the City, authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties, authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney, and authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, on behalf of the City, do not authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but

not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney, and do not authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Construction phase of this project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be funded by Development Impact Fee (DIF) Arterial Street Capital Projects (Fund 416) and 2007 Redevelopment Agency Tax Allocation Bonds (Fund 897) monies. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010-2011 Budget (Account No. 416.78827)	$470,000
Fiscal Year 2010-2011 Expenditures to Date (Account No. 416.78827)	($130,000)
Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements (Account No. 897.91726)	$90,000
Fiscal Year 2010-2011 Available Budgeted Funds	**$430,000**

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (includes 15% contingency)	$363,400
Construction Surveying Costs	$22,000
Construction Geotechnical Costs	$5,500
Project Administration and Inspection Services*	$25,000
Total Estimated Construction Related Costs	**$415,900**

*City staff will provide Project Administration and Inspection Services

ANTICIPATED PROJECT SCHEDULE:

Start Construction	July 2011
Complete Construction	September 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project will expand the roadway and add new sidewalk, curb, and gutter on the west side of Heacock Street from north of Hemlock Avenue to south of Ironwood Avenue. Improvements will also be constructed at the intersections of Heacock Street at Ironwood Avenue and Ironwood Avenue at Davis Street. The construction funding is from DIF Arterial Street Capital Projects and 2007 Redevelopment Agency Tax Allocation Bonds.

NOTIFICATION

Local residents, law enforcement, the Fire Department, and the school district will be notified of the proposed construction. Construction notification signs will also be installed to notify commuters, businesses, and residents of the construction work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement with Hillcrest Contracting, Inc.

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Larry - 08-41678827 - Heacock from Hemlock to Ironwood\CC Reports\NOA Staff Report (CC 061411)\061411 NOA Staff Report (Revised 060211).doc

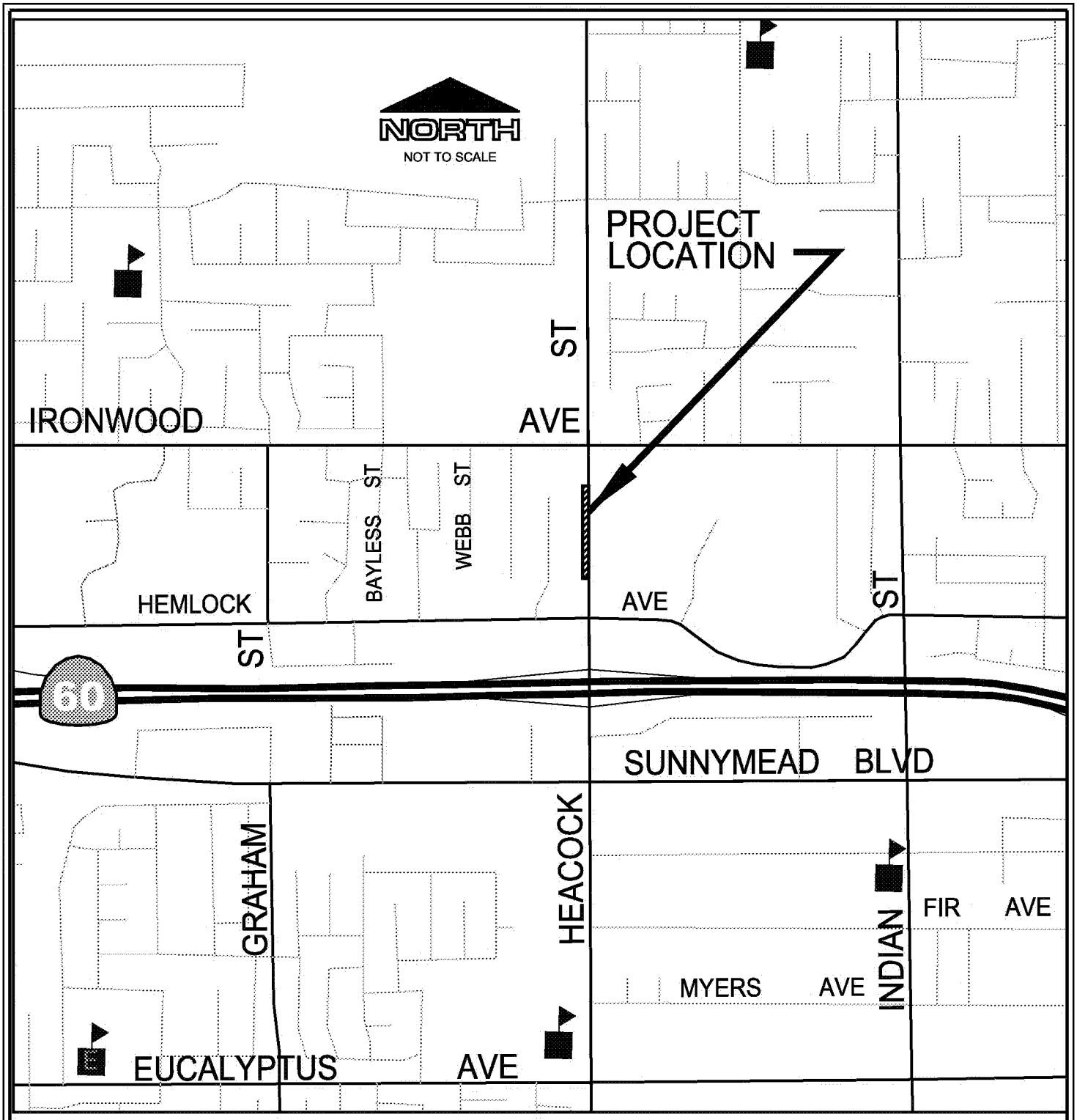

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public Works Department
Capital Projects Division

ATTACHMENT "A"

HEACOCK STREET STREET IMPROVEMENTS
Hemlock Ave. to Ironwood Ave.
Project No. 08-41678827

Agreement No. _____

AGREEMENT

PROJECT NO. 08-41678827

STREET IMPROVEMENTS FOR HEACOCK STREET
from Hemlock Avenue to Ironwood Avenue

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hillcrest Contracting, Inc. hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. _____ inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of **$315,998.90**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to

Attachment "B"

completion, within **sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of **$350.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 08-41678827

CITY OF MORENO VALLEY,
Municipal Corporation

BY:_____
City Manager

DATE:_____

Hillcrest Contracting, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 08-41678827

STREET IMPROVEMENTS FOR HEACOCK STREET
from Hemlock Avenue to Ironwood Avenue

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, hereinafter known as "City," has awarded to **Hillcrest Contracting, Inc.** as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 08-41678827**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 08-41678827

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20_____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 08-41678827

STREET IMPROVEMENTS FOR HEACOCK STREET
from Hemlock Avenue to Ironwood Avenue

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, California, hereinafter known as "City", has awarded to **Hillcrest Contracting, Inc**., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 08-41678827**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 08-41678827

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20_____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Henry Garcia, City Manager

AGENDA DATE: June 14, 2011

TITLE: Adoption of the Prioritized Goals and Action Plan Developed in the City Council Goal Setting Workshop

RECOMMENDED ACTION

Staff recommends that the City Council adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop.

BACKGROUND

On May 18, 2011, the Mayor and City Council participated in a Goal Setting Workshop facilitated by City Manager Henry Garcia. Participants included the City Council, the Executive Team, and members of the public. The purpose of the exercise was to conduct a workshop to include decision making and planning as well as provide staff with clear direction. The Council accomplished the following:

1. Established expectations for the Workshop
2. Identified the organization's Strengths, Weaknesses, Opportunities and Threats (SWOT)
3. Established Prioritized Goals
4. Developed Actions to Achieve the Goals
5. Referred development of the detailed action plans/tasks and schedule to the City Manager and Executive Team

DISCUSSION

The attached Executive Summary includes all of outcomes from discussion of the above. The Prioritized Goals developed by and agreed upon the Council are as follows:

Prioritized Goals:
1. Job Development
    1a. Maximizing Vacant Land Opportunities
2. Focus on Medical Corridor and Health Services/ Educational Opportunities
3. Maximize Transportation and Infrastructure Opportunities
4. Economic and Tax Base Development
5. Enhance City Image

The Council developed expected actions to direct staff's efforts on accomplishing the prioritized goals and referred development of detailed actions and tasks to the City Manager and Executive Team. Each action and task has been assigned to the appropriate department(s) along with the anticipated schedule for completing the tasks. All of this information is included in the Executive Summary from the workshop.

ALTERNATIVES

1) Adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop. *Staff recommends this alternative as the prioritized goals and actions/tasks provide direction and focus to ensure that the efforts of the Council and staff are working as one to accomplish the same goals.*

2) Not adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop. *Staff does not recommend this alternative as the prioritized goals were established by the Mayor and Council Members during the Goal Setting Workshop.*

FISCAL IMPACT

This action will have no fiscal impact to the City.

SUMMARY

On May 18, 2011 the City Council conducted a Goal Setting Workshop and established the following prioritized goals:
1. Job Development
    1a. Maximizing Vacant Land Opportunities
2. Focus on Medical Corridor and Health Services/ Educational Opportunities
3. Maximize Transportation and Infrastructure Opportunities
4. Economic and Tax Base Development
5. Enhance City Image and provided staff with expected actions to fulfill these goals.

The attached Executive Summary includes the expected actions, fully defined tasks assigned to the appropriate department(s), and scheduled time frames for each task to be completed. Council adoption of the goals and action plan will indicate consensus of the City's prioritized goals and provide clear direction to staff.

COUNCIL GOALS

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

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

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

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

ATTACHMENTS/EXHIBITS

Attachment 1: Goal Setting Workshop Executive Summary

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

City of Moreno Valley

Goal Setting Workshop
Executive Summary

May 18, 2011

Henry T. Garcia, Facilitator
City Manager

Attachment 1

Executive Summary

Goal Setting Workshop
May 18, 2011

Attendance:

Richard Stewart.....Mayor
Jesse Molina .....Mayor Pro Tem
William Batey II ..... Council Member
Marcelo Co..... Council Member
Robin Hastings..... Council Member

Henry Garcia ..... City Manager
Michelle Dawson ..... Acting Assistant City Manager
Bob Hansen ..... City Attorney
Barry Foster ..... Community and Economic Development Director
Jane Halstead ..... City Clerk
Richard Teichert.....Financial and Administrative Services Director
Steve Curley..... Fire Chief
Chris Vogt ..... Public Works Director/City Engineer
Chad Bianco.....Lieutenant
Mike McCarty ..... Parks and Community Services Director
Sonny Morkus ..... Human Resources Director
Paula Smus.....Acting Library Services Division Manager

Facilitated by:
Henry T. Garcia, City Manager

Executive Summary

The purpose of the exercise was to hold a Goal Setting Workshop with the Mayor and City Council to include decision making and planning, in order to provide staff with clear direction. To be more specific, the Mayor and City Council engaged in an interactive process in which they accomplished the following:

1. Established expectations for the Workshop
2. Identified the organization's Strengths, Weaknesses, Opportunities and Threats (SWOT)
3. Established Prioritized Goals
4. Developed Actions to Achieve the Goals
5. Referred development of the detailed action plans/tasks and schedule to the City Manager and Executive Team

At the conclusion of the workshop, the Mayor and City Council established a clear direction and focus for the Executive Team to successfully accomplish the goals and schedule set forth during this process. A summary of the prioritized goals and expected actions are included in this report. The City Manager and staff have developed more fully defined tasks and assigned each action/task to the responsible department(s) with an expected schedule for completion. These are also included in this report.

It should be noted that the Council's priorities include short, mid-range, and long-term goals. It is recommended that regular formal review of the newly established work plan occur within six months, or annually, (whichever the Mayor and City Council deems appropriate), in which progress may be determined, and new or shifting priorities addressed.

I would like to thank the Mayor and City Council for their focus and leadership in this important endeavor and for the outstanding team work that provided for a positive and productive Workshop.

Respectfully,

Henry T. Garcia

Expectations

The Mayor and City Council expressed the following expectations related to the goal setting workshop:

▪ To cut through the rhetoric
▪ To establish specific goals
▪ To set goals, milestones, and time lines
▪ To discuss future expectations
▪ To revisit where we have been
▪ To send a clear message regarding change and transparency
▪ To demonstrate partnerships and a relationship with the community

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

Strengths
▪ Affordable Housing
▪ Vacant Land Opportunity
▪ Good Work Force
▪ Good Geographic Location
▪ Diversity
▪ Transportation Corridors
▪ Developing City
▪ March Air Reserve Base
▪ Higher Education
▪ Access to Medical Services
▪ Recreation and Parks

Weaknesses
▪ Perception / Image
▪ Low Property Values
▪ High School Drop Out Rate
▪ Slow Economic Development Process
▪ Bedroom Community
▪ Low Employment Opportunities = No Jobs
▪ Low Tax Base
▪ Jobs to Housing Imbalance
▪ Geography Requires More Infrastructure
▪ Lack of Adequate Infrastructure/ Lack of Planning
▪ Lack of Cultural Activities

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

Opportunities
▪ Job Development
▪ Good Bidding Environment
▪ Open Land
▪ Flexibility For Change
▪ Regional Presence
▪ MARB Reuse / March LifeCare
▪ General Aviation
▪ Maximizing Medical Corridor Opportunities
▪ College Expansion
▪ UCR Medical School Training at RCRMC
▪ Transportation Corridors
▪ BiCorridors
▪ MVU as Economic Opportunity

Threats
▪ Outside Organizations are a Threat
▪ Lack of Organizational Flexibility
▪ Federal and State Budgets
▪ Revenues Still Flat
▪ Resistance to Change
▪ Lack of Communication and Coordination

Prioritized Goals

Priority	Goals
#1 #1a	Job Development Maximizing Vacant Land Opportunities
#2	Focus on Medical Corridor and Health Services/ Educational Opportunities
#3	Maximize Transportation and Infrastructure Opportunities
#4	Economic and Tax Base Development
#5	Enhance City Image

Prioritized Goals/Actions/Schedule

Prioritized Goal #1: Job Development
#1a: Maximizing Vacant Land Opportunities
Actions
1. Identify specific land use types to produce new jobs
2. Identify specific locations in the City to produce new jobs
3. Identify needed infrastructure to support new development
4. Identify and attract related support business services

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Prepare 2-year Economic Development Action Plan for Council adoption	**CEDD**	**Adopted 4/26/11**
Adopt the City's Capital Improvement Plan	**PW/CEDD**	**June, 2011**
Work with Highland Fairview on new Master plan to replace Moreno Highlands Specific Plan	**CMgr/CEDD**	**2011/12**
Work with Highland Fairview and two hospitals to advance medical and health related development projects	**CMgr/CEDD**	**2011/12**
Facilitate construction of new industrial buildings for logistics/distribution uses in the Centerpointe, South Moreno Valley, and Rancho Belago areas	**CEDD**	**2011/12**

Prioritized Goal #2: Focus on Medical Corridor and Health Services/Educational Opportunities
Actions
1. Coordinate planning and development activities with the expansions of Moreno Valley College, Kaiser Permanente Community Hospital, and Riverside County Regional Medical Center
2. Pursue medical office development
3. Coordinate economic development activities with March LifeCare
4. Retool Aquabella (needs discussion)

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Work with Moreno Valley College on expansion plans including growth of the Allied Health Services Program	**CEDD**	**2011-2013**
Facilitate development of Kaiser's 75,000 s.f. expansion of the Community Hospital	**CEDD**	**2011/12**
Cooperate with RCRMC on its master plan expansion	**CEDD**	**2011-2013**
Facilitate medical office development for Medical overlay zone and other areas	**CEDD**	**2011-2013**
Work with March LifeCare on planning and entitlement issues	**CEDD/PW**	**2011-2013**
Work with Highland Fairview on plans to reposition approximately 200 acres of Aquabella site for use as medical and Health related campus	**CEDD**	**2011-2013**

Prioritized Goal #3: Maximize Transportation and Infrastructure Opportunities
Actions
1. Improve arterials to ultimate
2. Increase regional presence

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Prioritize the improvement of arterials to their ultimate configuration, identify funding	**PW**	**Annual within CIP process, amend with resequencing as needed**
Increase staff assistance to the Council and participation with regional agencies by assigning staff liaisons to each committee, discuss and formalize this with the Council	**CMgr/CEDD/PW**	**July 2011**

Prioritized Goal #4: Economic and Tax Base Development
Actions
1. Review development application process
2. Review state vs. self imposed regulations and requirements
3. MVU as economic development tool
4. Evaluate use of incentives

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Conduct developer workshops to identify ways to improve the planning and entitlement process	**CMgr/CEDD/PW**	**April – Oct 2011**
Evaluate building code and development standards to understand State requirements and City imposed development requirements	**CEDD/PW/Fire**	**February 2012**
Formulate ideas and a strategy for using MVU as an economic development tool to attract specific new business development opportunities	**CMgr/CEDD/PW/**	**2011-2012**
Identify a wide variety of cost-effective ways to provide target incentives for new development	**CMgr/CEDD**	**2011-2012**

Prioritized Goal #5: Enhance City Image
Actions
1. Develop Media & Communications Strategy: a. Increase use of Social Networks b. E-mail Blasts c. Expand Communication Outreach/ Networking d. District Town Hall Meetings
2. Corridor Beautification Program

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Develop database of e-mail addresses to distribute immediate information to residents, businesses, and other agencies	**CMgr**	**June 2011**
Transition "City Link" newsletter to an on-line e-newsletter posted on the web site and automatically e-mailed to subscribed residents and businesses	**CMgr**	**July 2011**
Expand options for distributing City information to magazines and news outlets, promote the community and events via alternative publications and through attendance at various meetings	**CMgr**	**September 2011**
Explore and discuss District Town Hall meetings with the Council, establish a schedule for quarterly or semi-annual events	**CMgr**	**June 2011**
Review options for a Citywide Corridor Beautification Program for Council consideration	**PW**	**August 2011**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Mayor and City Council Acting in their capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District and Acting in the Capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 FUND BALANCE CLASSIFICATIONS

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-62, classifying the various components of fund balance as defined in GASB Statement No. 54; and

2. Acting in its capacity as the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. 2011-22, classifying the various components of fund balance as defined in GASB Statement No. 54; and

3. Acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City Moreno Valley, adopt Resolution No. 2011-09, classifying the various components of fund balance as defined in GASB Statement No. 54; and

4. Designate the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance for inclusion in the annual financial reports.

BACKGROUND

In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions.* The requirements of this statement are intended to improve financial reporting by providing fund balance categories and classifications that will be more easily understood. The categories are more clearly defined to make the nature and extent of the constraints placed on the City's fund balance more transparent.

DISCUSSION

The term *Fund Balance* is used to describe the difference between assets (what is owned) and liabilities (what is owed) reported within a fund. In the past, fund balance has been classified into basically three separate components:

1. Reserved;
2. Unreserved-Designated, and
3. Unreserved-Undesignated.

There are often limitations on the purpose for which all or a portion of the resources of a fund can be used. The force of these limitations can vary significantly, depending on their source. The various components of the "new" fund balance is designed to indicate the extent to which the City is bound by these limitations placed upon the resources.

GASB Statement No. 54 defines five new components of fund balance that will replace the current existing three components. The five new components are:

1. *Nonspendable Fund Balance.* That portion of fund balance that includes amounts that cannot be spent because they are either (a) not in a spendable form, such as prepaid items, inventories of supplies, or loans receivable; or (b) legally or contractually required to be maintained intact, such as the principal portion of an endowment.

2. *Restricted Fund Balance.* That portion of fund balance that reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

3. *Committed Fund Balance.* That portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council, and remain binding unless removed in the same manner.

4. *Assigned Fund Balance*. That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director of the City, the official designated by the City Council for that purpose.

5. *Unassigned Fund Balance*. That portion of fund balance that includes amounts that do not fall into one of the above four categories. The General Fund is the only fund that should report this category of fund balance.

The table below shows the City's fund balance reporting prior to GASB 54 and the new component/category that will replace the existing category (also shown as Attachment A to Resolution):

PRE-GASB 54	Account No.	Definition	**GASB 54 Category**
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
Reserve - Prepaid/Other Assets	3110	The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.	Nonspendable
Reserve - Future Debt Service	3110.10	The portion of fund balance derived from those funds within a given fund that has been set aside for ***future*** debt service/payments.	Assigned
Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned

Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	Committed
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed

Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed
Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

This new standard has left unchanged the total amount of reported fund balance, but has substantially altered the categories and terminology used to describe its components. The new categories and terminology reflect an approach that will focus, not on financial resources available for appropriation within a fund, but on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent.

The classification and reporting of fund balance components as required by GASB Statement No. 54 will become effective starting with the 2010/11 fiscal year. The reporting fund balance will be as follows (also shown as Attachment B to Resolution):

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance - Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance - Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance - Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

The next two tables will show the effect of the reclassification on the General Fund's fund balance. The first table shows the General Fund's fund balance as reported in the City's Comprehensive Annual Financial Report (CAFR) as of June 30, 2010:

City of Moreno Valley General Fund Fund Balance, June 30, 2010	
Fund Balances:	
Reserved:	
Reserved for encumbrances	23,256
Reserved for prepaid and other assets	13,456
Reserved for debt service	1,000,000
Reserved for advances to other funds	28,152,248
Reserved for revolving line of credit	4,600,000
Unreserved:	
Designated:	
Designated for continuing appropriations	93,810
Designated for net unrealized investment gain	712,267
Undesignated	16,694,502
Total Fund Balances	51,289,539

The second table shows General Fund's fund balance as of June 30, 2010 as reported using GASB Statement No. 54.

City of Moreno Valley General Fund (Post-GASB 54) after reclassification Fund Balance, June 30, 2010	
Fund Balances:	
Nonspendable:	
Reserved for prepaid and other assets	13,456
Reserved for advances to other funds	28,152,248
Restricted:	
	0
Committed:	
Reserved for revolving line of credit	4,600,000
Assigned:	
Reserved for encumbrances	23,256
Reserved for debt service	1,000,000

Designated for continuing appropriations	93,810
Designated for net unrealized investment gain	712,267
Unassigned:	
Undesignated	16,694,502
Total Fund Balances	51,289,539

ALTERNATIVES

1. Approve the reclassification of the City's fund balance components.

2. Not approve the reclassification of the City's fund balance components and provide further direction to staff.

Staff recommends Alternative 1.

FISCAL IMPACT

There is no direct fiscal impact of implementing GASB Statement No. 54. The amounts reported as total fund balance in any given fund are not altered. Only the reporting of the individual components that make up total fund balance is changed. The intent is to make fund balance more easily understood.

ATTACHMENTS/EXHIBITS

Exhibit A - Resolution No. 2011-62, A Resolution of the City Council of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

Attachment A – Proposed Reclassification of Fund Balance Components
Attachment B – Reclassification of Fund Balance Components

Exhibit B - Resolution No. CSD 2011-22, A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

Attachment A – Proposed Reclassification of Fund Balance Components
Attachment B – Reclassification of Fund Balance Components

Exhibit C - Resolution No. RDA 2011-09, A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

Attachment A – Proposed Reclassification of Fund Balance Components
Attachment B – Reclassification of Fund Balance Components

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, the City Council desires to classify the various components of fund balance reported by the City as defined in Governmental Accounting Standards Board Statement No. 54 as shown in Exhibit A; and

WHEREAS, the City Council designates the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance; and

WHEREAS, the reclassification of fund balance, as shown in Exhibit B, as herein approved, will enable the City Council to meet the requirements set forth in Governmental Accounting Standards Board Statement No. 54.

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

1. The City Council approves and defines the various components of fund balance as reported by the City as presented in Exhibits A & B to this resolution.

2. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year.

3. The City Council designates the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately

Exhibit A

upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00106340

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ATTACHMENT A
Proposed Reclassification of Fund Balance components

PRE-GASB 54	Account No.	Definition	**GASB 54 Category**
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
Reserve - Prepaid/Other Assets	3110	The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.	Nonspendable
Reserve - Future Debt Service	3110.10	The portion of fund balance derived from those funds within a given fund that has been set aside for ***future*** debt service/payments.	Assigned
Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned
Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within	Committed

		tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed
Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed

Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

ATTACHMENT B
Reclassification of Fund Balance components

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance – Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance – Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance – Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

RESOLUTION NO. CSD 2011-22

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, the President and Board of Directors desires to classify the various components of fund balance reported by the City as defined in Governmental Accounting Standards Board Statement No. 54 as shown in Exhibit A; and

WHEREAS, the President and Board of Directors designates the Financial & Administrative Services Director of the City of Moreno Valley as the District official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance; and

WHEREAS, the reclassification of fund balance, as shown in Exhibit B, as herein approved, will enable the Moreno Valley Community Services District to meet the requirements set forth in Governmental Accounting Standards Board Statement No. 54.

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

1. The President and Board of Directors approves and defines the various components of fund balance as reported by the City as presented in Exhibits A & B to this resolution.

2. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year.

3. The President and Board of Directors designates the Financial & Administrative Services Director of the City of Moreno Valley as the District official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vise-President and President)

_____

SECRETARY

(SEAL)

ATTACHMENT A
Proposed Reclassification of Fund Balance components

PRE-GASB 54	Account No.	Definition	**GASB 54 Category**
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
Reserve - Prepaid/Other Assets	3110	The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.	Nonspendable
Reserve - Future Debt Service	3110.10	The portion of fund balance derived from those funds within a given fund that has been set aside for ***future*** debt service/payments.	Assigned
Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned
Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within	Committed

		tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed
Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed

Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

ATTACHMENT B
Reclassification of Fund Balance components

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance – Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance – Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance – Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

RESOLUTION NO. RDA 2011-09

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, the Chairperson and Agency Members desires to classify the various components of fund balance reported by the City as defined in Governmental Accounting Standards Board Statement No. 54 as shown in Exhibit A; and

WHEREAS, the Chairperson and Agency Members designates the Financial & Administrative Services Director of the City of Moreno Valley as the Agency official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance; and

WHEREAS, the reclassification of fund balance, as shown in Exhibit B, as herein approved, will enable the Community Redevelopment Agency of the City of Moreno Valley to meet the requirements set forth in Governmental Accounting Standards Board Statement No. 54.

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

1. The Chairperson and Agency Members approves and defines the various components of fund balance as reported by the City as presented in Exhibits A & B to this resolution.

2. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year.

3. The Chairperson and Agency Members designates the Financial & Administrative Services Director of the City of Moreno Valley as the Agency official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of Chairperson
of the Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Community
Redevelopment Agency of the City of
Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the City of
Moreno Valley

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that RDA Resolution No. _____ was duly and regularly adopted by the Agency Members of the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

ATTACHMENT A
Proposed Reclassification of Fund Balance components

PRE-GASB 54	Account No.	Definition	**GASB 54 Category**
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
Reserve - Prepaid/Other Assets	3110	The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.	Nonspendable
Reserve - Future Debt Service	3110.10	The portion of fund balance derived from those funds within a given fund that has been set aside for ***future*** debt service/payments.	Assigned
Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned
Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within	Committed

		tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed
Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed

Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

ATTACHMENT B
Reclassification of Fund Balance components

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance – Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance – Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance – Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ACCEPTANCE OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2011-08 to accept and approve the CFD No. 1 Annual Special Tax Report for fiscal year 2011/12, which is on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 1.

BACKGROUND

In 1986, CSD Zone A was established to fund park and community services. The cost to provide park maintenance services steadily increased over the years, while the CSD Zone A annual charge of $87.50 per parcel or per dwelling unit "DU" for multifamily parcels has remained fixed since fiscal year ("FY") 1992/93. Rising program costs along with an increase of new residential developments created a need for additional funding to support the new neighborhood park areas. CSD Zone A funds could not adequately accommodate the maintenance costs of both existing and newly constructed neighborhood park facilities. The CSD formed CFD No. 1 in an effort to provide for the ongoing maintenance and safety of new neighborhood parks, without jeopardizing CSD Zone A funding for the existing park facilities and community services.

On July 8, 2003, the CSD Board conducted a Public Hearing for the formation of CFD No. 1, approved a resolution to provide for future territory annexation into CFD No. 1,

and authorized a special tax levy. The special tax funds public services such as ongoing maintenance and/or repair of park facilities, park improvements, and all efforts by Park Rangers that are devoted to the maintenance and safety of the newly constructed neighborhood parks accepted by the City of Moreno Valley Parks and Community Services Department for maintenance after District formation in July 2003. FY 2003/04 was the first year for the special tax levy. Residential developments that create the need for new neighborhood parks or are in a proximity to a District facility are conditioned to participate in CFD No. 1.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. Proposition 218 requires that any new or proposed increase in property-related assessments, fees, charges, or taxes be submitted to property owners for approval. Subsequently, increases not addressed in the rate and method of apportionment of special tax ("RMA") will be subject to a two-thirds approval by the property owners within CFD No. 1.

DISCUSSION

The City Council shall consider implementing the RMA to cover the FY 2011/12 special tax requirement for CFD No. 1, as submitted in the special tax report on file in the office of the City Treasurer. Detailed within the annual special tax report ("Report") is the description of the CFD proceedings, identification of participating developments, park facilities maintained within the District, description of services, and the amount of the special tax to be levied for FY 2011/12.

The CFD No. 1 maximum special tax rate for FY 2011/12 is $146.12 per parcel/DU; however, a lower amount may be levied for FY 2011/12 depending on projected District expenses. The special tax is applied only to those parcels annexed into the District and will be collected on the Riverside County property tax bill. The FY 2011/12 CSD Zone A levy of $87.50 per dwelling unit will continue to be collected to support maintenance of existing park facilities and community programs.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** to accept and approve the Annual Special Tax Report on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the RMA to cover the annual special tax requirement for CFD No. 1. *This approval will allow collection of monies necessary to fund ongoing maintenance and administrative services in CFD No. 1.*

2. **Do not approve or adopt the proposed resolution** to accept and approve the Annual Special Tax Report on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the RMA to cover the annual special tax requirement for CFD No. 1. *If the CFD No. 1 special tax is not authorized to be levied, there will be a shortage of funds to pay for ongoing maintenance and administrative services in CFD No. 1.*

FISCAL IMPACT

The special tax shall be levied on all properties within CFD No. 1 on the 2011/12 Riverside County property tax bills. **The special tax collected can only be used to cover costs associated with administration and maintenance of park facilities within the District. Collection of the CFD No. 1 special tax reduces the level of CSD Zone A support necessary to maintain neighborhood parks.** Commercial and industrial properties are not affected by the levy of this special tax.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
A special tax for CFD No. 1 is collected in accordance with the provisions outlined in the Mello-Roos Community Facilities Act of 1982.

SUMMARY

The CSD Board shall consider implementing the special tax levy for CFD No. 1, per the RMA, as identified within the Report on file in the office of the City Treasurer.

EXHIBITS

Exhibit A Resolution to Accept and Approve the CFD No. 1 Annual Special Tax Report for Fiscal Year 2011/12
Exhibit B Boundary Map CFD No. 1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mike McCarty,
Parks & Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Facilities Districts CFD\CFD 1 Neighborhood Parks\Annual Report\2011-12\staff report and resolution\staff report and resolution\Staff Report 06.14.11.doc

RESOLUTION NO. CSD 2011-08

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12

WHEREAS, the CITY COUNCIL for the CITY OF MORENO VALLEY, CALIFORNIA, acting in their capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), did form Community Facilities District No. 1 ("CFD No. 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the CSD Board, acting as the legislative body, did introduce and adopt Ordinance Nos. CSD-40 (Urgency Ordinance) and CSD-41 (an Ordinance to authorize the levy of a special tax within CFD No. 1); and,

WHEREAS, the CSD Board adopted Resolution No. CSD 2003-26 authorizing annexation of Territory in the future to CFD No. 1; and,

WHEREAS, annexations to CFD No. 1 have been conducted by the Community Services District following formation of the District; and,

WHEREAS, The City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2011/12; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover

the annual special tax requirement for CFD No. 1 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the Capacity of President
of the Moreno Valley Community
Services District

ATTEST:

_____
City Clerk, Acting in the Capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, Acting in the Capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vise-President and President)

_____
SECRETARY

(SEAL)

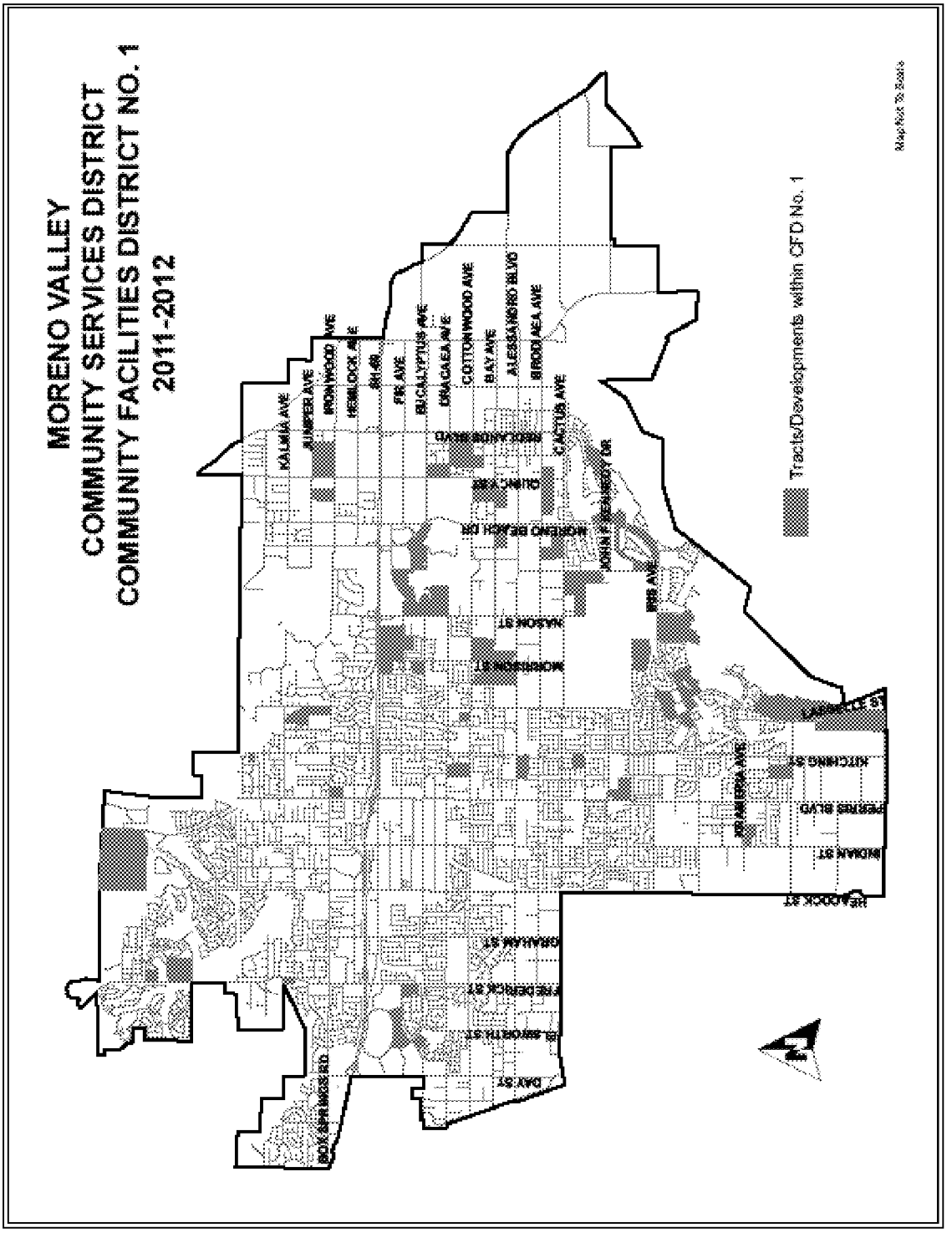
MORENO VALLEY
COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
2011-2012
Tracts/Developments within CFD No. 1
Map Not To Scale
KALMIA AVE
JUNIPER AVE
IRONWOOD AVE
HEMLOCK AVE
ELM
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BROOKLAND AVE
CACTUS AVE
MORENO BEACH DR
JOHN F KENNEDY DR
IRIS AVE
MASON ST
MORRISON ST
LAKESIDE ST
KITCHING ST
PERRIS BLVD
INDIAN ST
REDWOOD ST
ORANGE ST
FREDERICK ST
SOUTH ST
DAY ST
BOX SPRINGS RD

EXHIBIT B

MORENO VALLEY
COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
2011-2012

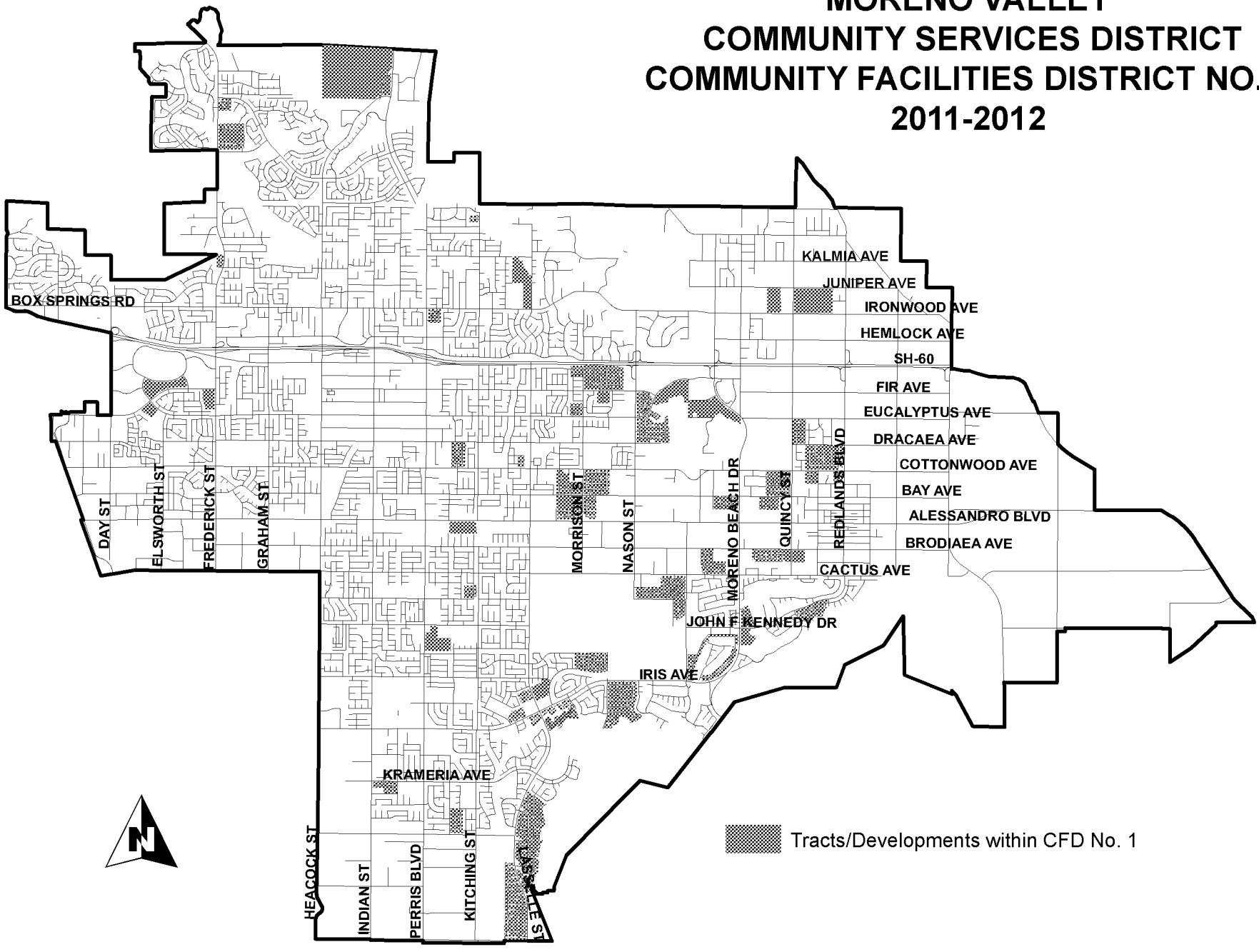

Map Not To Scale

MV00106368

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: **AWARD OF CONTRACT** – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-1/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-1 (TOWNGATE) AND E-1A (RENAISSANCE PARK)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD):

1. Approve the attached Agreement for CSD Project E-1/11 (the "Agreement") with Marina Landscape Inc., and;

2. Authorize the President of the CSD Board to execute said Agreement with Marina Landscape Inc., and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to Marina Landscape Inc., in the amounts of:

    a. NINETY-SEVEN THOUSAND NINE HUNDRED AND SIX AND 80/100 DOLLARS ($97,906.80) for twelve (12) months of base maintenance services and;

    b. NINE THOUSAND SEVEN HUNDRED NINETY AND 68/100 DOLLARS ($9,790.68) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Advertisements requesting proposals for extensive maintenance of the public parkways and medians within the CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park) service areas, which are located within the Towngate Specific Plan development (Project E-1/11), were placed in The Press-Enterprise on January 19, 2011 and January 26, 2011. Copies of the complete RFP document were also sent to F.W. Dodge-McGraw-Hill and Bid America for publishing both in print and on-line. In addition, the RFP document was also posted on the City's website.

Representatives from eighteen (18) landscape maintenance firms attended the mandatory pre-submittal meeting on January 27, 2011. At this meeting staff explained in detail the information requested in the RFP, and the proposal submittal and selection process.

Proposals were submitted to the office of the City Clerk on February 2, 2011, by seven (7) firms. Staff from the Special Districts Division of the Public Works Department reviewed the proposals that were received by the submission deadline. Marina Landscape Inc., met the contracting requirements and was the lowest responsive and responsible proposer (See Attachment 2).

DISCUSSION

R.F.P. No. E-1/11 provides for extensive maintenance of the public parkways and medians within the CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park) service areas, which are located within the Towngate Specific Plan development. The proposal submitted by Marina Landscape Inc., demonstrates that this company should be able to perform the required services as requested at a cost that is approximately 66% less than the current contract for this service area, which will terminate on June 30, 2011. The key provisions of the Agreement include:

1. The furnishing of contract labor, specified materials, and equipment necessary to maintain over 11 acres of extensive parkway and median landscaping and irrigation located in the E-1 and E-1A Service Areas.

2. The CSD will furnish the necessary utilities (water, electricity, and irrigation system control communication service), certain ancillary materials, and staff field inspection services to manage the irrigation systems and coordinate contractor operations.

3. The Agreement has an initial term of twelve months, commencing on July 1, 2011, and terminating on June 30, 2012. The CSD, at its option, may enter into negotiations with the contractor to extend the Agreement for additional one-year

periods, not to exceed a total of four such extensions (Exhibit D, Section 1., paragraph B. of the Agreement).

ALTERNATIVES

1. By approving the Agreement with Marina Landscape Inc., and authorizing the issuance of a purchase order at the start of the 2011/12 Fiscal Year, contingent upon execution of the Agreement, submittal of satisfactory proofs of insurance, and payment and submittal of performance bonds, the CSD Board shall provide for base maintenance services for the landscaped parkways and medians associated with CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park). Marina Landscape Inc.'s proposal was complete and comprehensive. The firm's municipal references and the level of care it provides on agency contracts of comparable types indicate its ability to perform satisfactorily under the scope of this Agreement. *By accepting this proposal, the CSD will ensure continuity of service to the E-1 Parkways & Medians and Day St. Medians, and E-1A Parkway & Median landscaped areas.*

2. By not accepting the proposal from Marina Landscape Inc., and directing staff to publish a second solicitation of proposals, landscape maintenance for CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park) the landscaping may incur a lapse in maintenance services. *This alternative would consume additional staff time and resources, with no assurance of receiving a more favorable result for the CSD. (Marina's proposal, selected to commence in FY 2011/12, represents approximately a 66% reduction in the current year's contract rate.)*

FISCAL IMPACT

The necessary annual purchase orders for the initial term of this contract are set forth below.

Purchase Order Type/Fund/Business Unit	2011/2012 Fiscal Year P.O. Amount
Base Contract	
00182.78220.6261	$88,429.68
00182.78281.6261	$ 9,477.12
Additional Work	
00182.78220.6261	$ 8,000.00
00182.78281.6261	$ 1,790.68
Total P.O. Amounts	**$107,697.48**

The above amounts have been budgeted for Zone E-1 and Zone E-1A for the coming fiscal year, with costs to be recovered through annual CSD parcel charges. The parcel charges collected may only be used for landscape maintenance services of parkways and medians in the Towngate Specific Plan area. **This action will not impact the City's General Fund**.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
By accepting the proposal of Marina Landscape Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are properly cared for.

SUMMARY

The actions before the CSD Board are to approve the attached Agreement for Project E-1/11, authorize the Board President to execute the Agreement with Marina Landscape Inc., and authorize the Purchasing Division Manager, at the start of Fiscal Year 2011/12, to issue purchase orders to Marina Landscape Inc. for twelve months of base maintenance services and anticipated Additional Work.

NOTIFICATION

Not applicable.

ATTACHMENTS

Attachment 1. Zones E-1 and E-1A Vicinity Maps

Attachment 2. Proposal Recap Sheet

Attachment 3. Copy of Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

Concurred By
Candace E. Cassel
Special Districts Division Manager

Concurred By
Daniel Monto
Senior Landscape Services Inspector

Department Head Approval
Chris A. Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment
1
(Behind this page)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1 • Towngate

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

8

Landscaped Parkway
Landscaped Median
Zone E-1 Parcels

Map Created by Moreno Valley GIS
Print Date: November 29, 2007
File: G:\ArcMap\Special Districts\E1_8.5x11.mxd

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

8

CSD Maintained Aterial Walls
CSD Maintained Landscape and Internal Walls
Zone E-1A Parcels

Map Created by Moreno Valley GIS
Print Date: November 29, 2007
File: G:\ArcMap\Special Districts\E1A_8.5x11.mxd

MV00106376

Project E-1/11
Proposal Recap Sheet

Propopser	PRICE
BEMUS	$141,946.00
MARINA	**$97,906.00**
TRUGREEN	$124,699.44
TROPICAL	$122,160.00
SPECTRUM	$133,860.00
GREEN IT UP	$133,125.36
EXCEL	$142,237.29

Attachment 2

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Marina Landscape, Inc.
Street Address	
Street Address	1900 S. Lewis Street
City, State, Zip	Anaheim, CA 92805-6621
Mailing Address	
(If same as Street Address,	Same as above
write same or same as above)	
Business Phone (with area code)	(714) 939-6600
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(714) 935-1199
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	95-3760820
Contractor's License Number	
& Classification	492862 A, B, C27, and C36

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated

herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the City of Riverside (Riverside), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

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

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

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, RDA, District, and Riverside against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

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

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

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

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

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

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall

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

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

[Mailing Address (Post Office Box, if applicable]

[Telephone number]

[Fax number]

[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) (Partner) (Joint Venturer) (Owner)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

Attachments

EXHIBIT A
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his//her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and

monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth

hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the

Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations..

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and

accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection

with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these

parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per

Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-

way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are

not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

(a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

(b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in

paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to

fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an

infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames

established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect

infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision)

standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

(c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any

way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

(b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs

OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

(b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

23. PROJECT LOCATION MAP

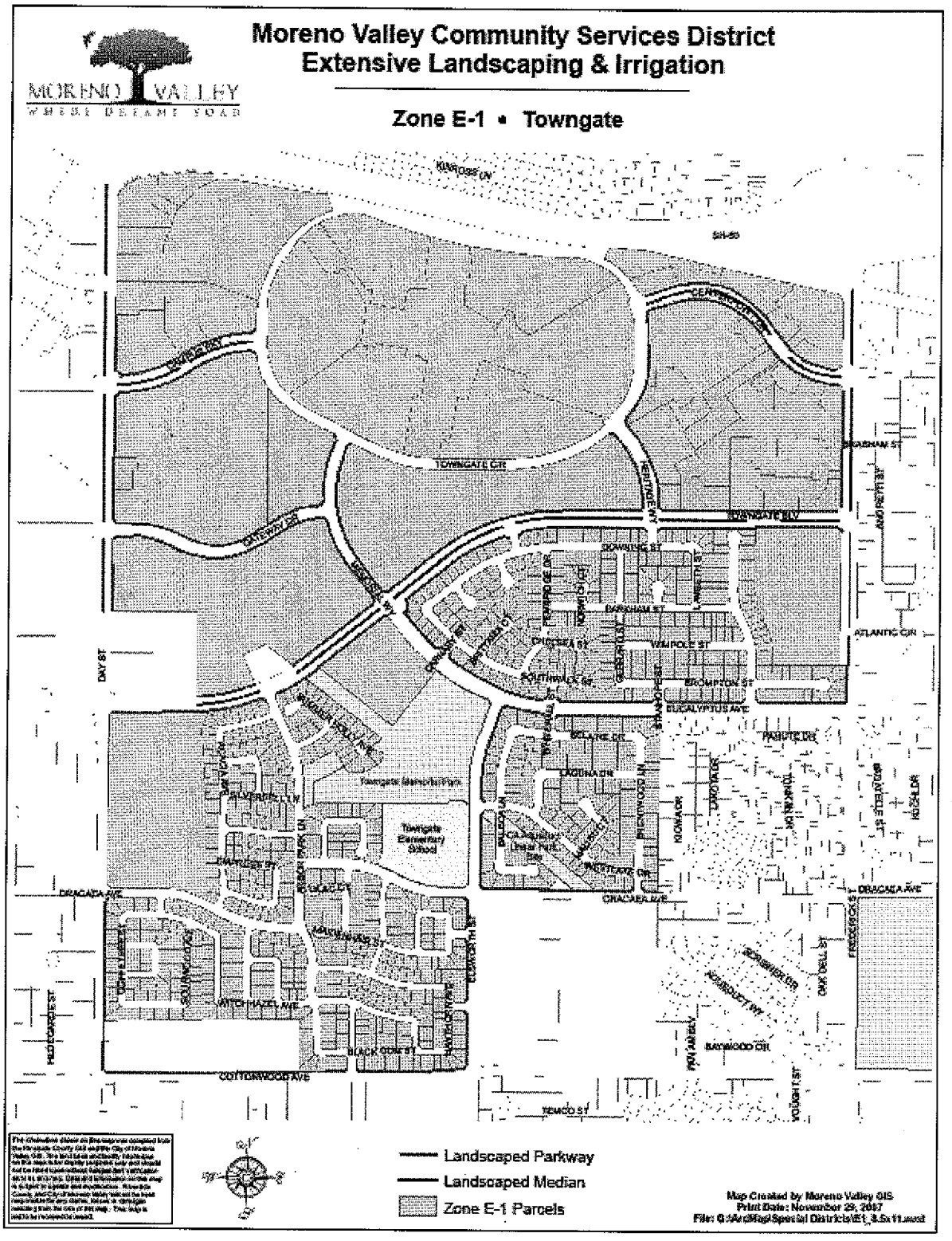

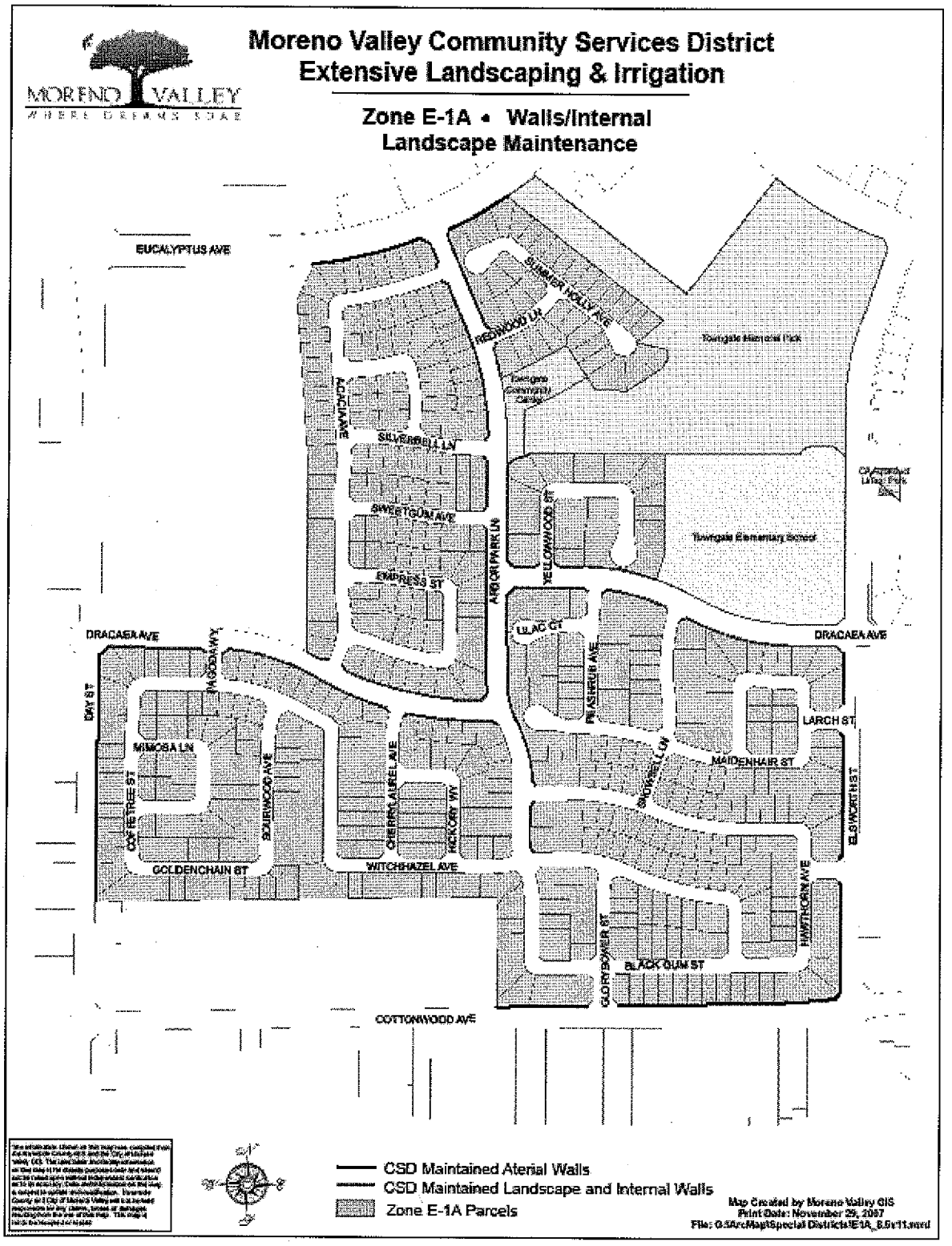
MORENO VALLEY
WHERE DREAMS SOAR
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-1A • Walls/Internal
Landscape Maintenance
EUCALYPTUS AVE
SILVER HOLLY AVE
REDWOOD LN
ACACIA AVE
SILVERBELL LN
SWEETGUM AVE
EMPRESS ST
ARBOR PARK LN
YELLOWWOOD ST
LILAC ST
DRACAEA AVE
PAGODA WY
DAY ST
MIMOSA LN
COFFEETREE ST
BOXWOOD AVE
CHERRYLAUREL AVE
HICKORY WY
GOLDENCHAIN ST
WITCHHAZEL AVE
PALISADE LN
SNOWBELL LN
LARCH ST
MAIDENHAIR ST
ELSWORTH ST
HAWTHORN AVE
GLORYBOWER ST
BLACK GUM ST
COTTONWOOD AVE
CSD Maintained Aterial Walls
CSD Maintained Landscape and Internal Walls
Zone E-1A Parcels
Map Created by Moreno Valley GIS
Print Date: November 29, 2007

EXHIBIT B: District Responsibilities

R.F.P. NOE-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

R.F.P. NO E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eight thousand, one hundred and fifty-six dollars and ninety/100 ($8,158.90) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed ninety-seven thousand, nine hundred and six dollars and eighty/100 ($97,906.80), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2., paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $9,790.68 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

MV00106428

EXHIBIT D: Term of Contract

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: MARINA LANDSCAPE INC.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1900 S. LEWIS STREET
ANAHEIM, CA 92805

MAIN OFFICE PHONE NUMBER: (714) 939-6600

SATELLITE OFFICE ADDRESS (if applicable):
N/A

SATELLITE OFFICE PHONE NUMBER N/A

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #492862 A, B, C27, C36
CORPORATION

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 25

LICENSE EXPIRATION DATE: 6/30/2012

CURRENT LICENSE STATUS: ACTIVE

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3760820

E. NAME AND TITLE OF COMPANY OFFICERS:

Robert Cowan	President & Secretary
Ali Tavakoli	Vice President of Construction
Teri Nguyen	CFO

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 39

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 39

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 155
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 15%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS:
$11,000,000/YEAR

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 8	AVERAGE WAGE SCALE: $ 32	/HR.*
TECHNICIANS: 12	AVERAGE WAGE SCALE: $ 22	/Hr.*
FOREMEN: 45	AVERAGE WAGE SCALE: $ 19.65	/Hr.*
LABORERS: 320	AVERAGE WAGE SCALE: $ 15	/Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Ford F-250 NUMBER: 78
- TYPE: Ford F-350 NUMBER: 15

- TYPE: Dump Truck NUMBER: 2
- TYPE: Low Bed Tractor NUMBER: 2

B POWER EQUIPMENT

- TYPE: Ex Mark Laser Mower NUMBER: 32
- TYPE: Toro Pro-Line 36" Mower NUMBER: 45
- TYPE: Power-Edge Edger NUMBER: 57
- TYPE: Stihl Blowers NUMBER: 110

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

Marina Landscape Inc.

Landscape Maintenance References

City of Anaheim, CA - Eastside Resort District **120 acres**

Contact: Dan Oregel
(714) 765-6961
Fax: (714) 765-5288
doregel@anaheim.net

200 S. Anaheim Blvd.,
Anaheim, CA 92805

$950,000 / year
9/1/09-present

Lake Forest Sports Fields **100 acres**
(2010 C.L.C.A. First Place Prize – Sports Fields Maintenance)

Contact: Oscar Garcia
(949) 283-1737
Fax: (949) 461-3512
lestevez@ci.lake-forest.ca.us

25550 Commercentre Dr., Suite 100
Lake Forest, CA 92630

$650,000/year
1/1/10 – 12/31/2012

Culver City – City wide landscape maintenance **65 acres**

Contact: Patrick Reynolds
(310) 253-6471
Fax: (310) 253-6666
patrick.reynolds@culvercity.org

4117 Overland Avenue
Culver City, CA 90230

$400,000 / year
8/1/09-present

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

1900 S. Lewis Street
Anaheim, CA 92805

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See Below

2. **Motor Vehicles:**

Ford F-250 Crew Cab

3. **Turf Maintenance Power Equipment/Tools:**

EzMower Lazer or Toro 36" mower
Weed Eaters
Power-Edge Edgers
Backpack Blowers

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Pole Hedge Trimmers
Power Edgers
Weed Eaters
Hedge Trimmers
Rake & Brooms
Stihl Backpack Blowers
Various Hand Tools

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Remote Control
Wire Tracers
Pumps
Rotators
Various Toners/Volt Meters
Cutting Tools
Glue
Wrenches
Routine Irrigation Repair Parts

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Walk Behind Spreaders
Wide Applicator
Hand Spreaders
Deep-Root Injector (if needed)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

350-Gallon Spray Rig (if needed)
Backpack Sprayers
Tree Gun
Trailer Mounted Wide Spray Applicator

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

SEE ATTACHED

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

VICTOR SOLIS - ISA CERTIFIED TREE TRIMMER

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

JOSE LUIS SOLANO - CERTIFIED IRRIGATION TECHNICIAN
CHRIS CURRY - CERTIFIED AUDITOR
GUSTAVO CAMPOS - CERTIFIED IRRIGATION TECHNICIAN
- BACKFLOW INSPECTOR

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

ROBERT COWAN - PCL, PCA
VICTOR GARIBAY - QAL

Key Personnel

Marty Stowell, Superintendent, Operations Manager

Marty has been in the landscaping industry for over 30 years. He is responsible for the entire Maintenance Operations Department which includes overseeing all of our maintenance jobs and crews. Marty's expertise is found in maintaining city-wide maintenance contracts and HOAs in Southern California. His keen eye for scheduling and the utilization of our crews makes our maintenance operations very efficient and effective. Marty also has vast knowledge in landscape irrigation and installation, estimating and construction.

Jose Luis Solano, Supervisor, Landscape Maintenance

Jose Luis has been working in the landscape industry for over 18 years. His landscape background includes management, irrigation, maintenance and arbor care. Jose Luis is responsible for a crew of 55 employees maintaining large public and private parks, sports venues and commercial landscapes in Los Angeles and Orange Counties. Jose Luis is especially familiar with irrigation repair and maintenance. Notable projects include Anaheim Resort District, Anaheim, CA; Yorba Park, Yorba Linda, CA; and Seal Beach Naval Housing, Seal Beach, CA and Rancho Palos Verdes Parks and Trails.

City of Rancho Palos Verdes (Parks and Trails)

Currently

- Oversee the full-time maintenance crews spread out over the City's 200 acres of parks, trails and landscaped areas.
- Daily maintenance of all baseball fields, parks, trees, trails, landscapes, irrigation and facilities
- Turf renovations include, aerating, verti-cutting, overseeding/reseeding, topdressing, fertilizing, and establishing
- In charge of granular/foliar applications of fertilizer/herbicide/insecticide/ fungicide/PGR

City of Anaheim, General Supervisor on our Anaheim Projects

- Eastside Resort District, Landscape and Power Washing
- Anaheim Convention Center
- Anaheim Parks, Mowing and Trash
- Anaheim Family Justice Center
- Little Warner Basin
- Anaheim Civic Center

Angie Trejo, Office Manager, Landscape Maintenance

Rosa has over 15 years experience in landscape industry, and joined the Marina family in 2007. Angie's key strengths as an office manager include client relations and accounting. Angie is responsible for accounts payable, accounts receivable, payroll reports, and customer service. Angie is also fluent in both English and Spanish.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow / Edge Planters Weed Control Litter Control 4 men - 8 hrs ea.	Planters Weed Control Litter Control 2 men - 8 hrs. Irrigation Tech 8 hrs.	Planters Weed Control Litter Control Rodent Control Disease Control 1 man - 8 hrs.	Planters Weed Control Litter Control Trees 3 men - 8 hrs.	
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow / Edge Planters Weed Control (Quantrac) Litter Control 3 men - 8 hrs.	Planters Litter Control Rodent Control 2 men - 8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Trees 2 men - 8 hrs.	/
WEEK #2 Planters Litter Control Rodent Control 2 men - 8 hrs.	Planters Litter Control Rodent Control 2 men - 8 hrs.	Planters Irrigation Tech. 6 hrs.	Planters Litter Control Disease Control 2 men - 8 hrs.	/
WEEK #3 Same as week #1 →				/
WEEK #4 Same As week #2 →				/

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Pest & Disease Trees Irrigation Tech 4 hrs. 2 men - 6 hrs.		
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Rodent & Disease Trees Irrigation Tech 2 hrs. Mow - 8 hrs.		
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same As Week #1				

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1 ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports.	**FEBRUARY**	**MARCH** Ensure Ground Covers is Pruned - 80 hrs.
APRIL Aerate Turf - 8 hrs Humus Fertilizer - 8 hrs. Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned, 80 hrs.
JULY Aerate Turf 8 hrs	**AUGUST**	**SEPTEMBER** Ensure Ground Cover is Pruned - 80 hrs. Ensure Shrubs Are Pruned - 160 hrs. Shrub & G.C. Fert - 8 hrs.
OCTOBER Aerate Turf 8 hrs. Humus Fertilizer - 8 hrs.	**NOVEMBER** Inspect All Trees over 18'	**DECEMBER** Ensure Ground Cover is Pruned - 80 hrs.

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PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-1 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** Turf Fert - 8 hrs.	**MARCH** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
APRIL Shrub & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs. Turf Fert - 8 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
OCTOBER	**NOVEMBER** Inspect trees over 18' Ensure Shrubs are pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-1A ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports	**FEBRUARY**	**MARCH** Ensure Ground Cover is Pruned - 40 hrs.
APRIL Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned - 40 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure Ground Cover & Shrubs are Pruned - 40 hrs. Shrub & G.C. Fert. - 4 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18'	**DECEMBER** Ensure Ground Cover is Pruned - 40 hrs.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
APRIL Shrub & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18' Ensure Shrubs are Pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Best Poly Supreme	2,000 LBS.	$1,500
Humus Fert.	1,800 LBS	$1,225

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Round-Up	4 Gallons	$350
Giant Destroyer	2 cases	$200
Dimension (if needed)	500 LBS.	$650

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

See Attached

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

Communications:

Every morning our whole office and field staff reports to the Anaheim yard. We are directed by the Operations Manager and Supervisors about routes and duties. There is constant communication between all levels of operations via cell phones which are carried by all crews.

All emergency calls can be directed to our office phone number at (714) 939-6600. The after-hour emergency system will re-direct the call to Juan Galindo, who is our emergency on-call supervisor. He will immediately contact Stephen Guise, VP of Maintenance Operations, and Jose Luis Solano, Supervisor, to let them know of the situation. They will determine the best course of action and remedy the situation. This system ensures all levels of management are aware of any emergencies that may arise.

Traffic Safety:

We will set up our traffic control in accordance with the Caltrans's MUTCD Part 6. We will set up an advanced warning sign next to the curb 200 feet from the start of the working area. From that point, cones will be placed next to the curb every 30 feet until the work area is cleared, to let drivers know that work is in progress near the road. In the event we need to close a land of traffic, our trucks have the flashing light hookups. Using flashing lights, cones, warning signs, and channelizing techniques, we can direct traffic safely away from our workers. However, we do not intend to close down any lanes of traffic.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

MARINA GREEN PLAN

Marina is a landscape firm committed to the environment in everyway The company's diverse projects reflect this commitment, recreation facilities, sport fields, golf courses, hotels, resorts, commercial and industrial developments, public facilities, streetscapes, highway beautification, wetlands, re-vegetation zones, and housing developments.

Marina's landscape projects have won numerous awards from public and private agencies, and contractors' associations.

Marina Landscape is also working in the community as a leader in recycling of "green waste", trash and green waste are separated and disposed of properly. All green waste generated through the maintenance of this project will be delivered to our recycle center where the materials can be re-used to benefit the environment. Receipts will be available for inspection at anytime upon request by the City of Moreno Valley.

Marina Landscape Inc. also mulches the green waste collect from our jobsites, at our in-house location.

Regional Material Recovery
Anaheim Disposal Inc.
1131 N. Blue Gum Street
Anaheim, CA 92805
(714) 238-3300

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Robert Cowan

TITLE President

COMPANY NAME Marina Landscape Inc.

DATE 2/2/11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and MARINA LANDSCAPE INC., and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind MARINA LANDSCAPE INC. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME ROBERT COWAN

TITLE PRESIDENT

COMPANY NAME MARINA LANDSCAPE INC.

DATE 2/2/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: Marina Landscape Inc.
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 294,598 sq. ft.	$ .01413	$ 4,162.67	$ 49,952.04
		Turf: 148,104 sq. ft.	$ .02035	$ 3,013.92	$ 36,167.04
	Reduced	Planter: 294,598 sq. ft.	$ .00948	$ 2,792.79	$ 33,513.48
		Turf: 148,104 sq. ft.	$ .01365	$ 2,021.62	$ 24,259.44
E-1 LANDSCAPE DAY ST. MEDIANS (currently full service)	Full	Planter: 3,080 sq. ft	$ .01563	$ 48.14	$ 577.68
		Turf 8,800 sq. ft.	$ .01641	$ 144.41	$ 1,732.92
	Reduced	Planter: 3,080 sq. ft	$ .01048	$ 32.28	$ 387.36
		Turf 8,800 sq. ft.	$ .01101	$ 96.89	$ 1,162.68
E-1A LANDSCAPE PARKWAYS & MEDIANS (currently reduced service)	Full	Planter 72,655 sq. ft.	$ .01621	$ 1,177.74	$ 14,132.88
	Reduced	Planter 72,655 sq. ft.	$ .01087	$ 789.76	$ 9,477.12

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-1 Parkways & Medians and Day St. Medians, Reduced service for E-1A Parkways & Medians**):

Figures: 97,906 and 80 /100's Dollars

Words: Ninety-Seven Thousand Nine Hundred Six and 80 /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). N/A **has/have been received and is/are made a part of this proposal.**

President 2/2/11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1.	1 gal. shrub/vine/ground cover in place	@	$ 10	ea
2.	5 gal. shrub/vine/ground cover in place	@	$ 26.50	ea
3.	5 gal. tree in place (stakes included)	@	$ 35 —	ea
4.	15 gal. tree in place (stakes included)	@	$ 100 —	ea
5.	24" box tree in place (stakes included)	@	$ 300 —	ea
6.	36" box tree in place (guy wires included)	@	$ 850 —	ea
7.	Flat of ground cover in place	@	$ 24.50	ea
8.	Planter bed mulch in place	@	$ 75	/cu. yd
9.	Additional labor	@	$ 21.50	/man hour
10.	Additional Irrigation Technician	@	$ 45 —	/man hour

PROPOSER: Marina Landscape Inc.
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .017 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .01 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .012 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: MARINA LANDSCAPE INC.
(Company Name)

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

Ninety-Seven Thousand Nine Hundred Six & 80/100
(Dollar Amount in Words)

$ 97,906.80
(Dollar Amount in Figures)

Date: 2/2/11

Proposer: Marina Landscape Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: #492862 A,B,C27,C36

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Robert Cowan

(Corporate Seal)

SECRETARY Robert Cowan

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Total Bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 2/2/11

Signature of Proposer

By Marina Landscape Inc.

Address of Proposer 1900 S. Lewis Street
Anaheim, CA 92805

Telephone Number of Proposer (714) 939-6600

Names and Addresses of Members of the Company:

Robert Cowan 1900 S. Lewis Street, Anaheim, CA 92805

Richard Cowan 1900 S. Lewis Street, Anaheim, CA 92805

(If a Corporation)

Signature of Proposer

By Robert Cowan

Title President

Business Address 1900 S. Lewis Street
Anaheim, CA 92805

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of CALIFORNIA

State License Number and Classification # 492862 A, B, C21, C36

PRESIDENT ROBERT COWAN

SECRETARY ROBERT COWAN

TREASURER ROBERT COWAN

(Corporate Seal)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: **AWARD OF CONTRACT** – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-4/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-4 (MORENO VALLEY RANCH – EAST) AND E-4A (DAYBREAK)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD):

1. Approve the attached Agreement for CSD Project E-4/11 (the "Agreement") with TruGreen Landcare, and;

2. Authorize the President of the CSD Board to execute said Agreement with TruGreen Landcare, and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to TruGreen Landcare, in the amounts of:

    a. ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND SIXTY-FOUR AND 76/100 DOLLARS ($179,564.76) for twelve (12) months of base maintenance services and;

    b. FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($14,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Advertisements requesting proposals for extensive maintenance of the public parkways and medians within the CSD Zone E-4 (Moreno Valley Ranch – East) and the parkways in Zone E-4A (Daybreak) service areas, Project E-4/11 were placed in The Press-Enterprise on February 2, 2011 and February 8, 2011. Copies of the complete RFP document were also sent to F.W. Dodge-McGraw-Hill and Bid America for publishing both in print and on-line. In addition, the RFP document was also posted on the City's website.

Representatives from eleven (11) landscape maintenance firms attended the mandatory pre-submittal meeting on February 9, 2011. At this meeting staff explained in detail the information requested in the RFP, and the proposal submittal and selection process.

Proposals were submitted to the office of the City Clerk on February 17, 2011, by eight (8) firms. Staff from the Special Districts Division of the Public Works Department reviewed the proposals that were received by the submission deadline and selected, TruGreen Landcare's proposal based on their commitment to provide the greatest amount of man power to perform the maintenance services needed as compared to the compensation rate. (See Attachment 2 – Proposal Recap Sheet).

DISCUSSION

R.F.P. No. E-4/11 provides for extensive maintenance of the public parkways and medians within the CSD Zone E-4 (Moreno Valley Ranch – East) and the parkways in Zone E-4A (Daybreak) service areas, which are located within the Moreno Valley Ranch Specific Plan development. The proposal submitted by TruGreen Landcare demonstrates that this company shall be able to perform the required services as requested and is the lowest responsible proposer by demonstrating that they will commit the necessary man power to perform the services required at a lower cost than the current contract service, which will terminate on June 30, 2011. The key provisions of the Agreement include:

1. The furnishing of contract labor, specified materials, and equipment necessary to maintain over 28 acres of extensive parkway and median landscaping and irrigation located in the E-4 and E-4A Service Areas.

2. The CSD will furnish the necessary utilities (water, electricity, and irrigation system control communication service), certain ancillary materials, and staff field inspection services to manage the irrigation systems and coordinate contractor operations.

3. The Agreement has an initial term of twelve months, commencing on July 1, 2011, and terminating on June 30, 2012. The CSD, at its option, may enter into negotiations with the contractor to extend the Agreement for additional one-year

periods, not to exceed a total of four such extensions (Exhibit D, Section 1, paragraph B. of the Agreement).

ALTERNATIVES

1. By approving the Agreement with TruGreen Landcare, and authorizing the issuance of a purchase order at the start of the 2011/12 fiscal year, contingent upon execution of the Agreement, submittal of satisfactory proofs of insurance, and payment and submittal of performance bonds the CSD Board will provide for base maintenance services for the landscaped parkways and medians associated with CSD Zone E-4 (Moreno Valley Ranch – East) and parkways of Zone E-4A (Daybreak). TruGreen Landcare's proposal was complete and comprehensive. The firm's municipal references and the level of care it provides on agency contracts of comparable types indicate its ability to perform satisfactorily under the scope of this Agreement. *By accepting this proposal, the CSD will ensure continuity of service to the E-4 Parkways & Medians and to the E-4A Parkway landscaped areas.*

2. By not accepting the proposal from TruGreen Landcare, and directing staff to publish a second solicitation of proposals maintenance for CSD Zone E-4 (Moreno Valley Ranch – East) and Zone E-4A (Daybreak) landscaped parkways and medians may incur a lapse in maintenance services while attempting to obtain a more favorable contract term. *This alternative would consume additional staff time and resources with no assurance of receiving a more favorable result for the CSD.*

FISCAL IMPACT

The necessary annual purchase orders for the initial term of this contract are set forth below.

Purchase Order Type/Fund/Business Unit	2011/2012 Fiscal Year P.O. Amount
Base Contract	
00182.78250.6261	$173,984.76
00182.78282.6261	$ 5,580.00
Additional Work	
00182.78250.6261	$ 13,500.00
00182.78282.6261	$ 1,300.00
Total P.O. Amounts	**$194,364.76**

The above amounts have been budgeted for Zone E-4 and Zone E-4A for the coming fiscal year, with costs to be recovered through annual CSD parcel charges. The parcel charges collected may only be used for landscape maintenance services of parkways and medians in the Moreno Valley Ranch Specific Plan area. **This action will not impact the City's General Fund.**

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
By accepting the proposal of TruGreen Landcare, the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are properly cared for.

SUMMARY

The actions before the CSD Board are to approve the attached Agreement for Project E-4/11, authorize the Board President to execute the Agreement with TruGreen Landcare, and authorize the Purchasing Division Manager, at the start of Fiscal Year 2011/12, to issue purchase orders to TruGreen Landcare for twelve months of base maintenance services and anticipated Additional Work.

NOTIFICATION

Not applicable.

ATTACHMENTS

Attachment 1. Zones E-4 and E-4A Vicinity Maps

Attachment 2. Proposal Recap Sheet

Attachment 3. Copy of Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

Concurred By
Candace E. Cassel
Special Districts Division Manager

Concurred By
Daniel Monto
Senior Landscape Services Inspector

Department Head Approval
Chris A. Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Attachment
1
(Behind this page)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4 • Moreno Valley Ranch - East

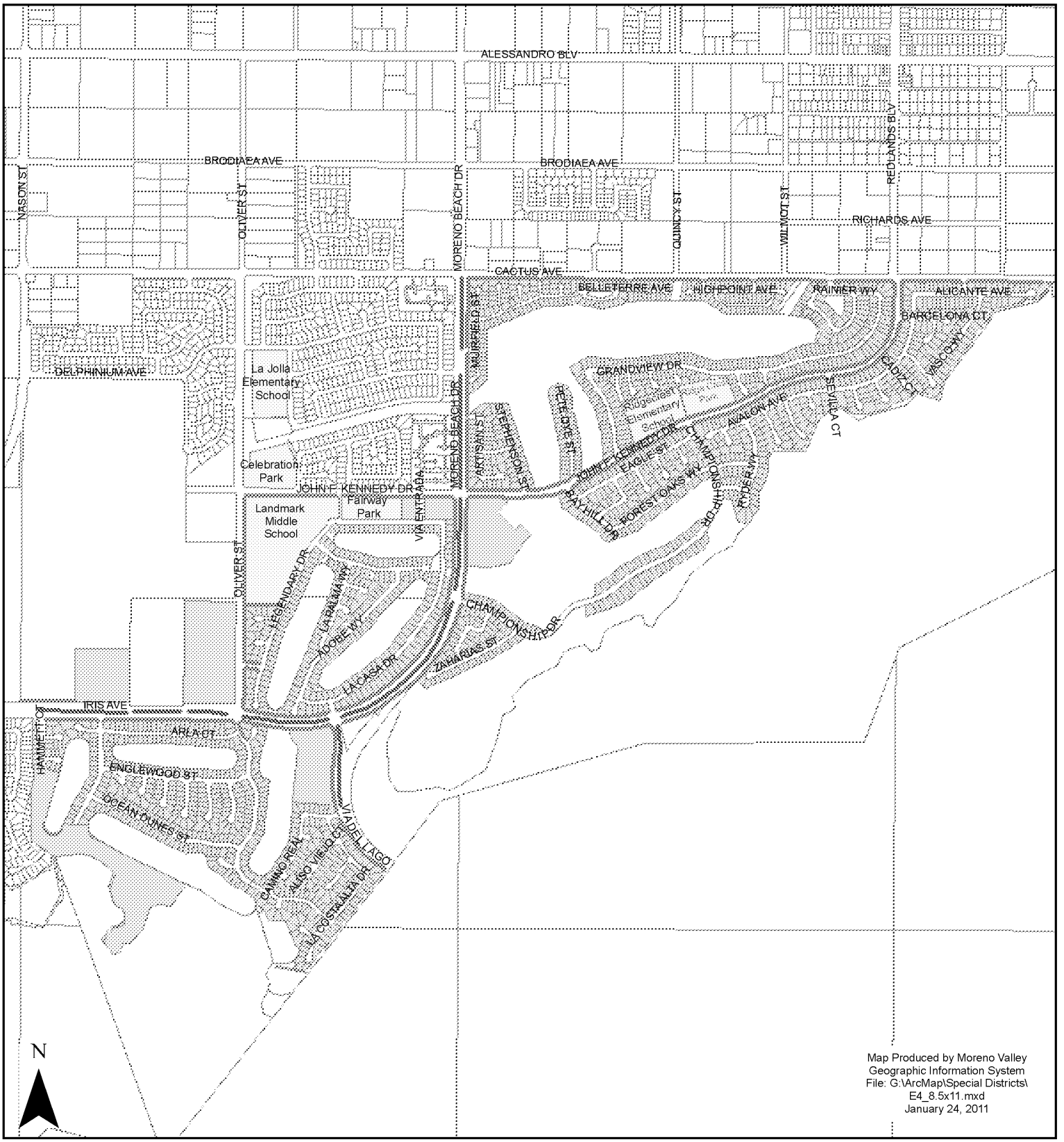

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E4_8.5x11.mxd
January 24, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway

Landscaped Median

Zone E-4 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

MV00106468

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4A • Daybreak - Internal Landscape Maintenance

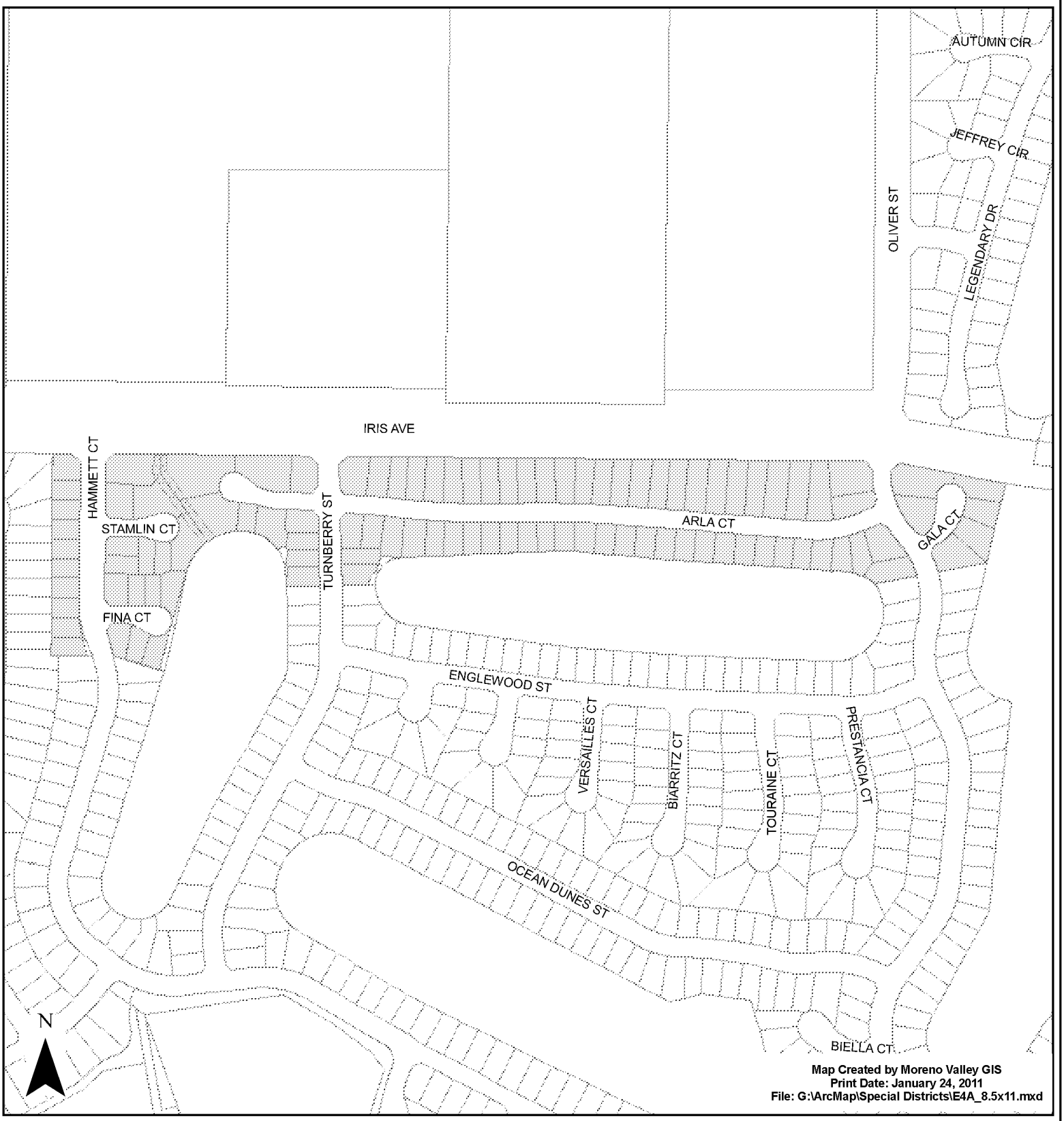

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Landscaped Open Space

Zone E-4A Parcels

MORENO VALLEY

MV00106469

PROJECT E-4/11
PROPOSAL RECAP SHEET
LOWEST RESPONSIVE AND RESPONSIBLE PROPOSAL

Proposer	PRICE	SCH. 1 COMPLETED ?	CERT. OF NON. DISCRIM.?	SCH. 2 COMPLETED ?	PROPOSPAL SURETY?	SIGNATURES NOTARIZED?	NON-COLLUSION AFFIDAVIT?	ADDENDUM ACKNOWLEDGED	MEETS SPECIFICATIONS AND TERMS & CONDITIONS OF RFP
BEMUS	$189,468.00	YES	YES	YES	YES	YES	YES	N/A	YES
MARINA	$148,076.52	YES	YES	YES	YES	YES	YES	N/A	YES
TRUGREEN	$179,564.76	YES	YES	YES	YES	YES	YES	N/A	YES
MERCHANTS	$194,234.00	YES	YES	YES	YES	YES	YES	N/A	YES
SPECTRUM	$224,712.00	YES	YES	YES	YES	YES	YES	N/A	YES
MIDORI GARDENS	$273,397.56	YES	YES	YES	YES	YES	YES	N/A	YES
EXCEL	$281,973.76	YES	YES	YES	YES	YES	YES	N/A	YES
MARIPOSA	$135,168.00	YES	YES	YES	YES	YES	YES	N/A	YES

Note:

Although TruGreen was not the lowest proposer, they were the lowest responsible proposer, as demonstrated in their proposal. TruGreen's proposal will commit 32% more man power while asking for 25% more compensation than Mariposa and 33% more man power while asking for 18% more compensation than Marina. The current contractor for the 2010/11 fiscal year, Bemus Landscape Inc. provides 192 man hours per week at a cost of $192,223.20 per year. TruGreen is willing to commit 168 man hours per week as compared to Mariposa Landscape Inc. who is willing to commit 115 man hours per week and Marina Landscape Inc. who is willing to commit 112 man hours per week.

MV00106470

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address	
(If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

MV00106471

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

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

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

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

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

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

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

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

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

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1616 Marlborough Ave., Bldg. S, Riverside, CA 92507
[Mailing Address (Post Office Box, if applicable]
(951) 688-6880
[Telephone number]
(951) 686-1436
[Fax number]
[Email address]

With a copy to:
[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip]
[Telephone number]
[Fax number]
[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District	TruGreen Landcare
By: _____	By: Manuel Mendez
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) BRANCH MANAGER
Date: _____	Date: 4-14-11

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

Attachments

EXHIBIT A
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

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G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

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C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **any** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

MV00106483

trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

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15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

MV00106488

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

   (d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

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(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the

plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

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5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a <u>minimum</u> of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and

gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

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Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and

the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

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C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered

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delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

(a) Be pruned to enable successful adaptation to their particular site situation;

(b) Have no more than one-third (1/3) of living branches removed annually;

(c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

(a) Be inspected annually;

(b) Pruned and/or trimmed as necessary to maintain proper site orientation;

(c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution

before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather

conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special

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Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of

MV00106511

trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the

Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge

Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

23. PROJECT LOCATION MAP

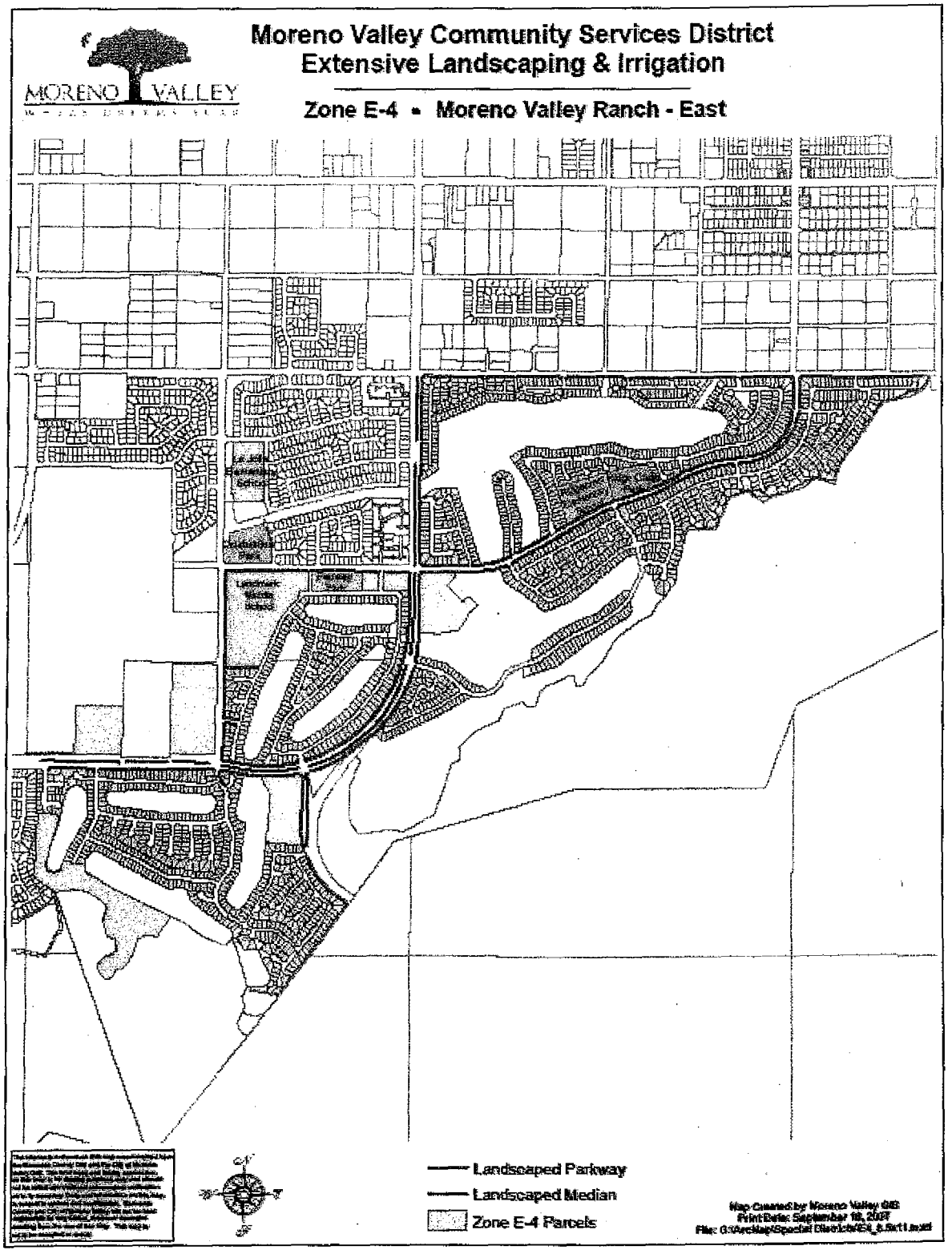

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4A • Daybreak - Internal Landscape Maintenance

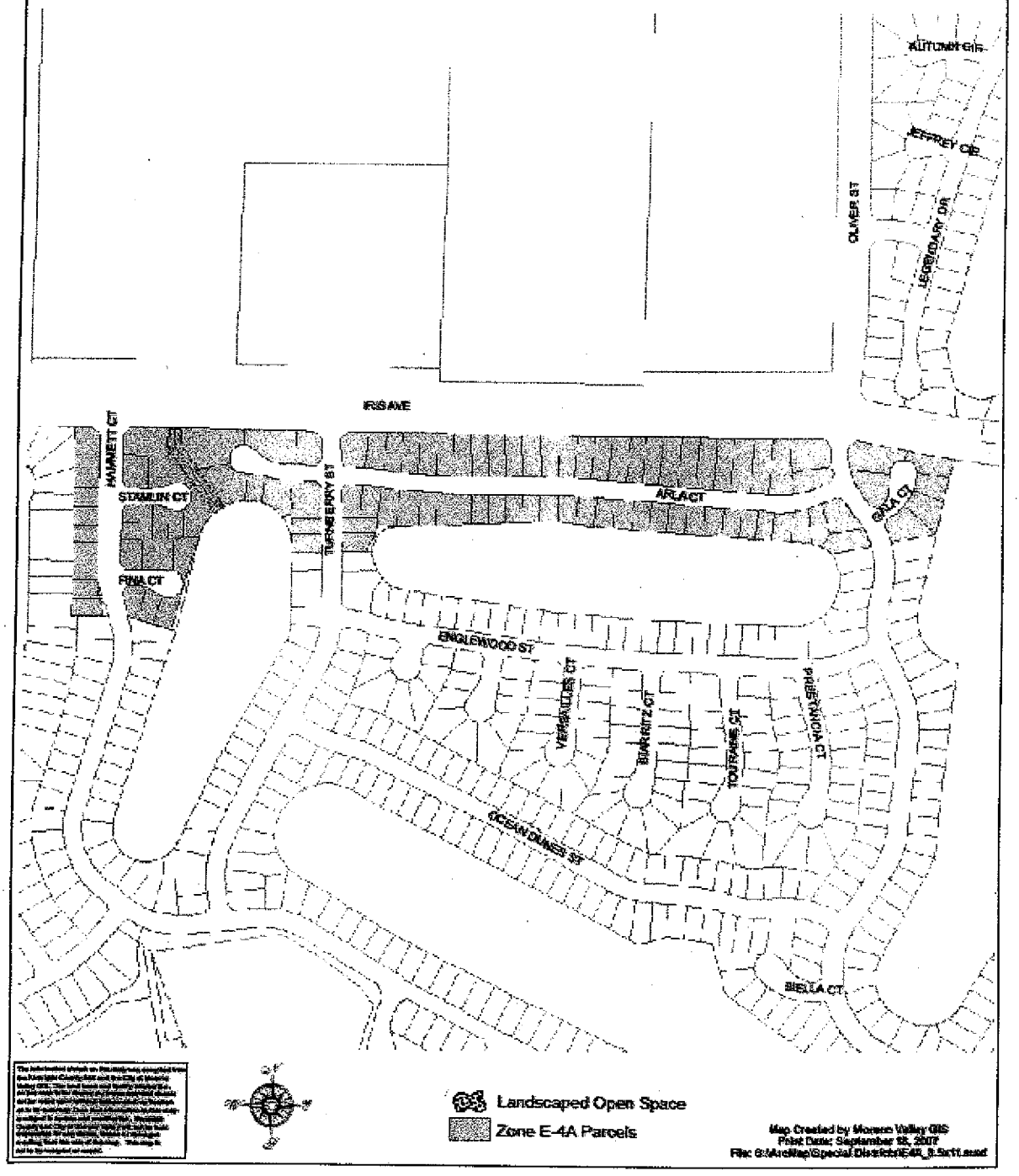

EXHIBIT B: District Responsibilities
R.F.P. NOE-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of fourteen thousand, nine hundred and sixty three dollars and seventy-three/100 ($14,963.73) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred seventy-nine thousand, five hundred and sixty four dollars and seventy-six/100 ($179,564.76), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

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B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

MV00106519

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

MV00106520

EXHIBIT D: Term of Contract

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDCARE

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1616 MARLBOROUGH AV. Bld. S
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880

SATELLITE OFFICE ADDRESS (if applicable):

SATELLITE OFFICE PHONE NUMBER ____

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

E. NAME AND TITLE OF COMPANY OFFICERS:

PATRICK SPAINHOUR	CEO
MAC McIlvried	PRESIDENT
MARK WESEL	REGION VICE PRESIDENT
MANNY MENDES	BRANCH MANAGER

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 27

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 27

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: OVER 200
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $3,600,000 out of RIVERSIDE BRANCH

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS:	6	AVERAGE WAGE SCALE: $45-65/K* Salary
TECHNICIANS:	10	AVERAGE WAGE SCALE: $ 15 /Hr.*
FOREMEN:	34	AVERAGE WAGE SCALE: $ 13.75 /Hr.*
LABORERS:	54	AVERAGE WAGE SCALE: $ 8.75 /Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: PICK-UP F-150 NUMBER: 15
- TYPE: STAKE BEDS NUMBER: 22

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
- TYPE: NUMBER:

B POWER EQUIPMENT

- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
- TYPE: BLOWERS NUMBER: 48
- TYPE: HEDGE TRIMMERS NUMBER: 47
- TYPE: WEEDEATERS NUMBER: 52

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

MV00106525

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $505,000.00 Annually
   Square Footage: 45 Acres.
   Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
   1091 Pinehurst
   Palm Desert CA 92260
   Glenn Knorr (760) 779-1291
   2005 to Current
   $536,400.00 Annually.
   Square Footage: 30 Acres.
   Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Carl Szoyska (951) 922-3286
   Septembe4 2005 to Present
   $31,000.00 Annually.
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Departments.

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

RIVERSIDE OFFICE
1616 MARLBOROUGH AV. BLD. S
RIVERSIDE, CA. 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw.

2. **Motor Vehicles:**
1- Stake Bed F-350
1- Pick-up F-150
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**
Power Edgers & Mowers above under equipment.

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump grinder
Hedge Trimmers, Weedeater

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Irrigation Truck & Rain Master remote controls

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders.

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

Spray Truck with Tanks & Lesco Back-Pack.

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Lori Ledesma - Office Admin.
Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311
Manny Mendes - QAL 100444

3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-4 and E-4A areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-4 and E-4A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Detail Trimming -Trash Pick up - Weeding & Spraying - Blowing Sidewalks 5 Men Crew 40 HRS 1-Irrigator 8 Hrs.	-Mowing + Edging -Trash Pickup -Weeding - Blowing Sidewalks 5 Men Crew 40 HRS 1-Irrigator 8 Hrs.	-Mowing & Edging -Trash Pick up - Weeding - Blowing Sidewalks 5 Men Crew 40 HRS 1-Irrigator 8 HRS.	-Detail Trimming -Trash Pick up - Weeding & Spraying - Blowing Sidewalks. 4-Men Crew 32 HRS. 1-Irrigator 8 HRS.	OFF (mm)
WEEK #2 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 5 Men Crew 40 Hrs 1-Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks Meeting - Inspector 1 HR 4 Men Crew 32 Hrs 1 Irrigator 8 Hrs	OFF (mm)
WEEK #3 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 Hrs 1 Irrigator 8 Hrs	OFF (mm)
WEEK #4 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks Meeting Inspector - 1 HR 4 Men Crew 32 Hrs 1 Irrigator 8 Hrs	OFF -Reports Submittals 1 HR

SUMMER SCHEDULE MAY - OCT.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HR. 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 - Man Crew 32 HRS. 1 - Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector 1 HR. 3 Man Crew 24 HRS 1 Irrigator 8 HRS	OFF (min)
WEEK #2 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS. 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 HRS. 1 Irrigator 8 HRS.	OFF (min)
WEEK #3 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS	Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector - 1 HR. 3 Man Crew 24 HRS 1 Irrigator 8 HRS.	OFF (min)
WEEK #4 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 3 Man Crew 24 HRS. 1 Irrigator 8 HRS	OFF - Reports Submittals 1 HR (min)

WINTER SCHEDULE NOV - APRIL

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pick-up -Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS 1 Irrigator 8 HRS.	Meeting Inspector - 1 HR	
WEEK #2 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS		-Mowing & Edging -Trash Pick up -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS		
WEEK #3 -Detail Trimming -Trash Pick-up -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS. 1-Irrigator 8 HRS.		
WEEK #4 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		Reports Submittals 1 HR

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 HRS	
WEEK #3		Irrigator 2 HRS.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #4		Meeting Inspector. 1/2 HR.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 HRS.	Report Submittals 1/4 HR.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	
WEEK #3		Irrigator 1 Hr. ~~Irrigator 4 Hrs.~~ MM	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 Hrs.	
WEEK #4		Meeting Inspector 1/4 Hr.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 Hrs.	Reports Submittals 1/4 Hr.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** - Turf Aeration - Growpower - Turf - Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER Turf Aeration Growpower - Turf - Pre-emergent granual for bed areas.	**NOVEMBER**	**DECEMBER**

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4 ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY Dimension Pre-emergent Fertilizer 22-06	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs + Ground Cover)	MAY	JUNE 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER 22-5-5 Best Turf Gold	NOVEMBER	DECEMBER

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH -Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)
OCTOBER -Pre-emergent granual for bed areas.	NOVEMBER	DECEMBER

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs & Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER
OCTOBER	NOVEMBER	DECEMBER

MV00106539

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
-Growpower Fertilizer	3500 lbs.	$2050.00
-Best 23-5-10 Poly Supreme	3500 lbs.	$1800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 Gal	$550
Fusilade - Post grass control	3 QT.	$250
Ronstar - Pre-emergent	35 Bags	$3075
Snail bait	200 lbs.	$475

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the Field 6:30 - 5:00pm Area Manager - Cell phone
Office 8:00 - 4:30pm Office Staff
After Hours 5:00 - 8:00am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Trugreen Workzone Safety program - All employees are certified (Safety Cordinator - Ray Velasquez) does weekly on site inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Agua Mansa Rd.
Riverside, CA. 92509
951-685-5516

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	N/A	

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TRUGREEN LANDCARE, and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind the terms of contract to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE Manuel Mendes

NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	$ 0.015	$9,265.00	$111,180.00
		Turf: 588,060 sq. ft.	$ 0.0089	$5,233.73	$62,804.76
	Reduced	Planter: 617,667 sq. ft.	$ 0.0075	$4632.50	$55,590.00
		Turf: 558,060 sq. ft.	$ 0.006	$3348.36	$40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	$ 0.015	$465.00	$5,580.00
	Reduced	Planter 31,000 sq. ft.	$ 0.0075	$232.50	$2,790.00

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-4 Parkways & Medians and Full service for E-4A Parkways**):

Figures: $ 179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy-six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 has/have been received and is/are made a part of this proposal.

Manuel Mendez — 02-17-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 8.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 25.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 32.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 80.00	ea
5. 24" box tree in place (stakes included)	@	$ 275.00	ea
6. 36" box tree in place (guy wires included)	@	$ 675.00	ea
7. Flat of ground cover in place	@	$ 23.00	ea
8. Planter bed mulch in place	@	$ 37.00	/cu. yd
9. Additional labor	@	$ 30.00	/man hour
10. Additional Irrigation Technician	@	$ 55.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, Acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P. E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011 (continued from May 24, 2011)

TITLE: **FIRST EXTENSION OF CONTRACT** - Project No. E-3/10 - Maintenance of Extensive Landscaping and Irrigation – Moreno Valley Ranch – West (Zone E-3) and Lasselle Powerline Parkway (Zone E-3A)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD), herein referred to as the CSD Board:

1. Approve the attached first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

   b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

ADVISORY COMMITTEE RECOMMENDATION

Not Applicable

BACKGROUND

On December 17, 2009, the Special Districts Division of the Public Works Department received valid proposals from seven landscape contracting firms in response to the Request for Proposal for Project E-3/10, maintenance of landscaping and irrigation of the parkways and medians for Moreno Valley Ranch – West (Zone E-3) and Lasselle Powerline Parkway (Zone E-3A). On April 27, 2010, the CSD Board awarded the E-3/10 contract to Bemus Landscape, Inc., San Clemente, California (the "Contractor"). The contract amount for the initial twelve-month term for fiscal year (FY) 2010/11, was $152,745.00 ($139,500.00 for Base Service; $13,245.00 for estimated Additional Work). Staff is recommending that the Contractor be awarded the first of a possible three extensions, as discussed below.

DISCUSSION

In December 2010, Special Districts' staff had a discussion with Bemus Landscape, Inc., on their performance to date, the possibility of the CSD extending the term of the contract, and the first Extension Agreement (see Attachment 2). The key provisions of the document are as follows:

1. Extension of the contract term to June 30, 2012.

The Contractor has provided a satisfactory service level over the last year and has expressed a desire to extend the contract. Due to the current economic climate, the terms negotiated and agreed upon resulted in a zero percent (0%) overall increase in the current compensation amount. Therefore, based on performance and price, staff recommends that the CSD Board exercise the first extension of the Contractor's contract.

ALTERNATIVES

1. Approve the first Extension Agreement for Project No. E-3/10 to extend the term of the contract for an additional one-year period; authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc.; and authorize the Purchasing Manager to issue open purchase orders for Base Service and estimated Additional Work to Bemus Landscape, Inc., at the start of FY 2011/12. *Approval of this first Extension Agreement will ensure uninterrupted landscape maintenance service is provided to the parkways and medians of the Moreno Valley Ranch – West Specific Plan Development.*

2. Do not approve the first Extension Agreement for Project No. E-3/10 to extend the term of the contract for an additional one-year period. *By not approving this first Extension Agreement, the continuity of parkway and median landscape services for the Moreno Valley Ranch – West Specific Plan may be disrupted.*

FISCAL IMPACT

The sum of $127,500.00 will be encumbered in Account 00182.78240.6261 (Zone E-3) and $12,000.00 will be encumbered in Account 00182.78282.6261 (Zone E-3A) by open purchase order. Upon staff approval, monthly disbursements of $11,625 to pay for base services will be made to Bemus Landscape, Inc. Staff also requests that the CSD Board authorize the encumbrance of $10,260.00 in Account 00182.48240.6261 (Zone E-3) and $3,000.00 in Account No. 00182.78283.6261(E-3A) to cover the cost of performing estimated Additional Work (e.g., repairs/replacements due to vandalism, theft, Acts of God, normal wear and tear) under the terms of this first Extension Agreement and as anticipated to be performed during the coming fiscal year. The combined cost of the Base Contract services and the Estimated Additional Work performed by Bemus Landscape, Inc., shall not exceed $152,760.00 for FY 2011/12. The above amounts have been budgeted for in Zones E-3 and E-3A for the coming FY, with costs to be recovered through annual CSD Zone E parcel charges. This action will not impact the City's General Fund.

It should be noted that Zone E-3A, Lasselle Powerline Parkway, is scheduled for a mail ballot proceeding to allow property owners the opportunity to approve or reject an increase in the current CSD Zone E-3A parcel charge to retain maintenance at the full service level. The annual parcel charges collected for Zone E-3A may only be used for landscape maintenance services of the parkways associated with Zone E-3A. The funds collected pay for water and electric utility charges, along with their designated contractor maintenance, which includes mowing, trimming, pruning, and weeding of turf, shrubs, and trees, fertilizer applications, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, providing staff support, and other items necessary for the satisfactory maintenance of the landscaped areas, and administration of the Zone E-3A program.

Zone E-3, Moreno Valley Ranch – West, is presently at a reduced service level. Zone E-3 services are provided in accordance with the CSD Zone E Policy, No. 2.41, as originally adopted by the CSD Board on September 25, 2007, which describes the CSD Zone E Reduced Services. The Zone E-3 annual parcel charges received from properties within Zone E-3 are used to pay all costs to provide landscape maintenance of the parkways and medians within Zone E-3. The funds collected pay for water and electric utility charges, along with their designated contractor maintenance, which includes mowing, trimming, pruning, and weeding of turf, shrubs, and trees, fertilizer applications, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, providing staff support, and other items necessary for the

satisfactory maintenance of the landscaped and median at a reduced service level, and the administration of the Zone E-3 program.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

SUMMARY

The CSD furnishes ongoing landscape maintenance of extensive parkways and medians within its Zone E through the use of contract services. At the end of the initial term, the maintenance agreement may be renewed for up to three additional twelve month periods. Staff is recommending that the CSD Board exercise its option to authorize the first Extension Agreement with Bemus Landscape, Inc., for an additional twelve months.

NOTIFICATION

Not applicable.

ATTACHMENTS

1. Project E-3 and E-3A Vicinity Maps

2. First Extension Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Zone E\2011-12\Contracts\Staff Reports\2011\E-3 STF RPT_Contract Extensionv4.doc

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West

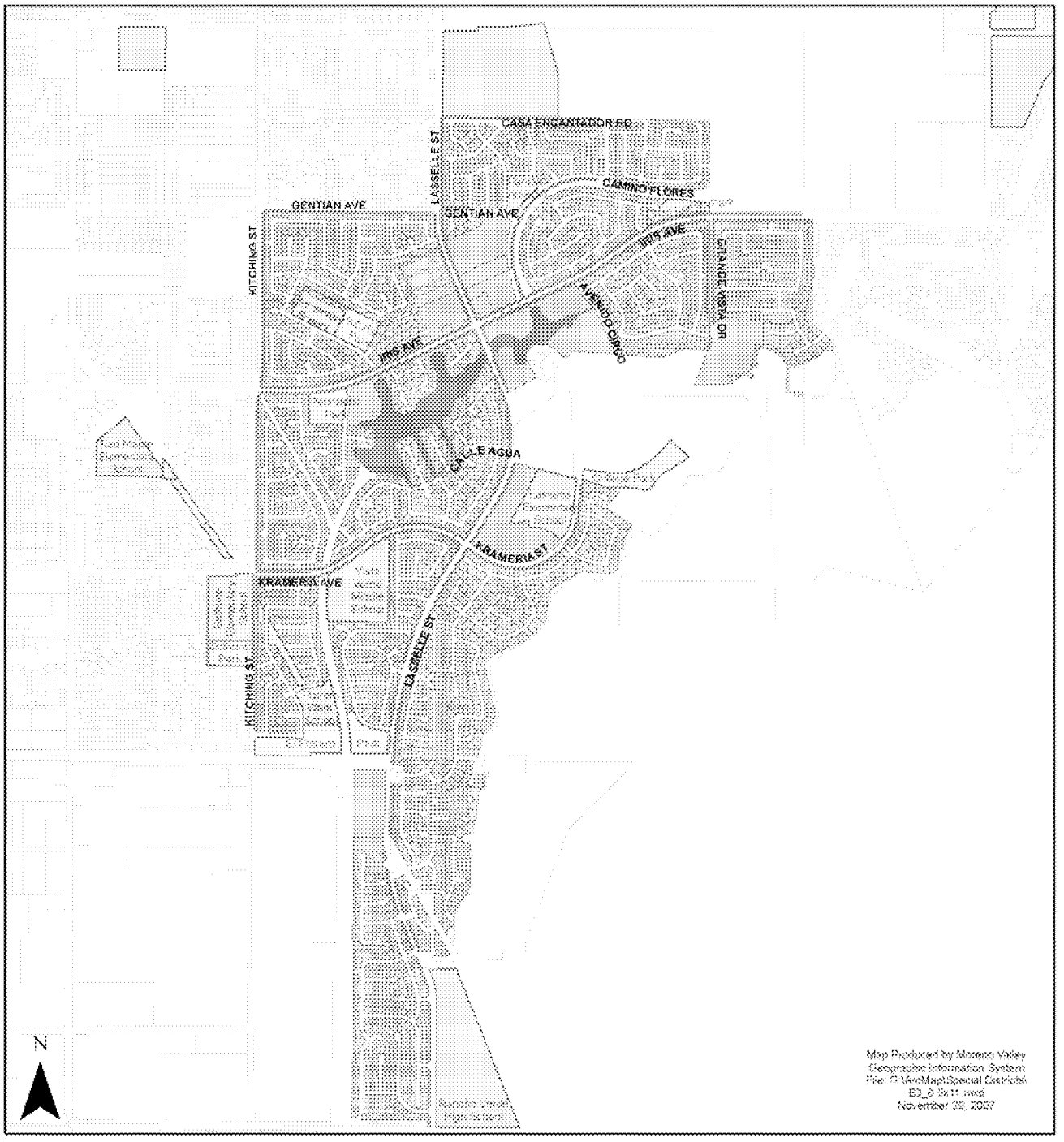

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

Landscaped Parkway

Zone E-3 Parcels

MORENO VALLEY

ATTACHMENT 1

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3A • Lasselle Powerline Parkway

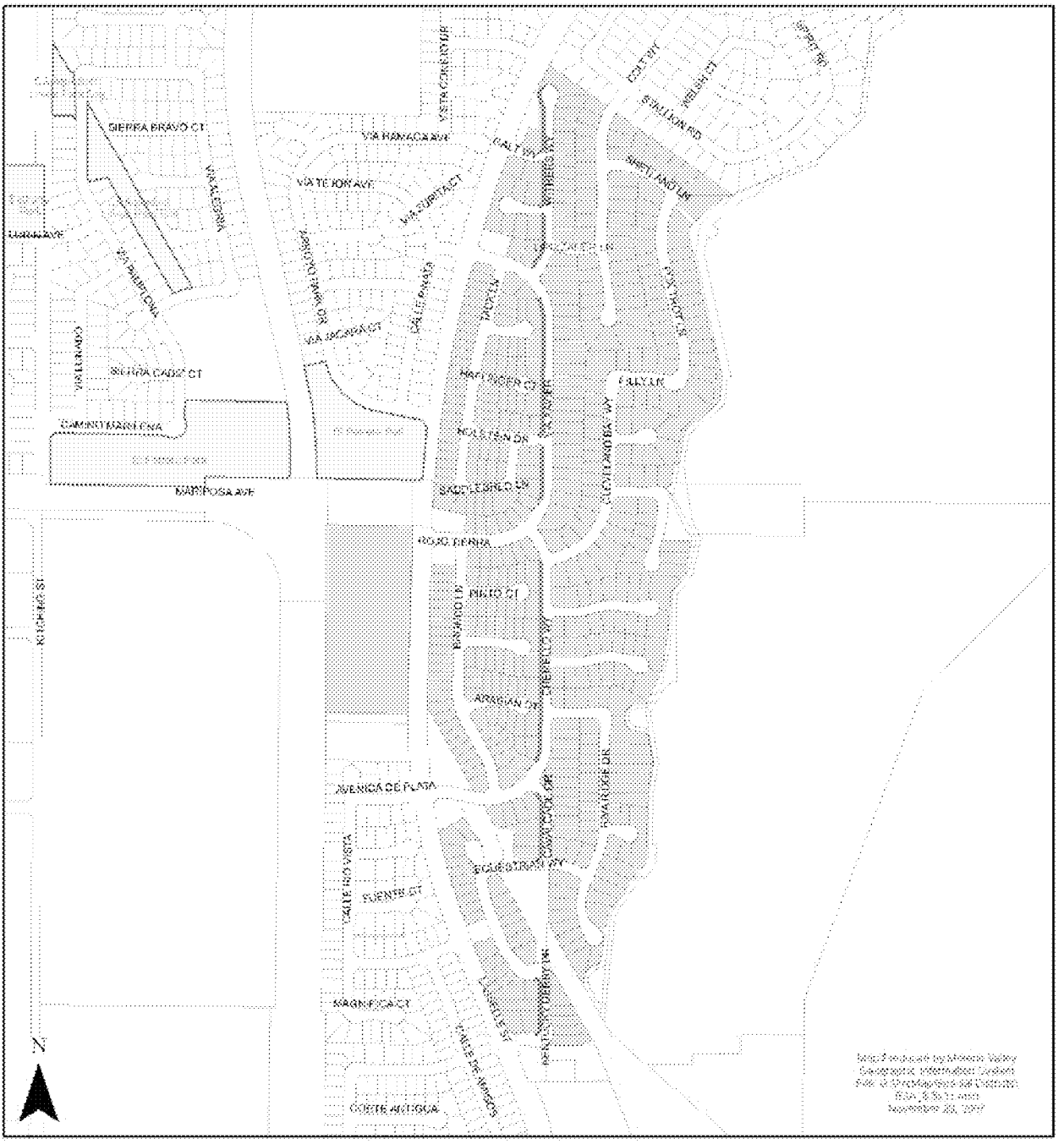

Landscaped Parkway

Zone E-3A Parcels

MORENO VALLEY

ATTACHMENT 1

EXTENSION AGREEMENT
PROJECT NO. E-3/10
MORENO VALLEY RANCH - WEST
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Bemus Landscape, Inc.,** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 29, 2010, referencing Project No. E-3/10 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **ELEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($11,625.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED 00/100 DOLLARS ($139,500.00)**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.015/ sq. ft. / mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.011/ sq. ft. / mo**.

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($13,260.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

ATTACHMENT 2

Dated:_____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By:_____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

SEE AGENDA ITEM A.18

B7. GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) **(Also listed as Item A.18- SEE ITEM A.18)**

MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

SEE AGENDA ITEM A.18

C3. GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) **(Also listed as Item A.18- SEE ITEM A.18)**

MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 14, 2011

TITLE: First Amendment - Aquabella Development Agreement (P11-029)

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing and subsequently introduce Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

ADVISORY BOARD/COMMISSION RECOMMENDATION

On May 12, 2011, the Planning Commission recommended approval of the Amendment by a vote of 6-0-1 (absent). After substantial discussion regarding the proposal and questions of the applicant and staff, the Commission determined that the Amendment would not materially affect the existing contractual rights and responsibilities of the applicant or City.

BACKGROUND

Highland Fairview submitted a Development Agreement Amendment application on March 28, 2011, to remove Planning Area 2 from the Aquabella Development Agreement. The Agreement, approved on January 12, 2006, currently covers 685 acres of the Aquabella Specific Plan. This proposal would be the First Amendment to the Agreement.

DISCUSSION

Planning Area 2 is a 13.2-acre site at the northeast corner of Cactus Avenue and Lasselle Street (the "Site"). The Aquabella Specific Plan permits the development of up to 220 non-senior multi-family units on the Site. If approved, the Site would no longer be covered by the Agreement and not be subject to its requirements nor benefit from its provisions. Any impacts related to the development of the Site would be conditioned as part of a future application submitted to the City. The site would continue to be a part of the Specific Plan. The site would continue to be a part of the Specific Plan. Exhibit A of the Amendment provides a legal description and plat map for both the Site and the remainder area covered by the Agreement.

All existing requirements of the Agreement remain in effect for remainder area. The Phasing Plan (Exhibit B) of the Amendment has been revised to ensure coverage of all requirements in the remaining five phases of the Aquabella project (the Site was Phase 6).

The proposal would be exempt from the California Environmental Quality Act as the Amendment would not result in substantial changes to the Agreement necessitating additional environmental review. No additional land disturbance would be permitted for the site by approval of the proposal.

As a legislative decision, the proposal requires final review and action by the City Council.

ALTERNATIVES

1. Approve the proposed Amendment as recommended by the Planning Commission.
2. Approve the proposed Amendment with modifications to address City Council concerns.
3. Refer the proposed Amendment back to the Planning Commission with direction for further review and recommendation.
4. Deny the proposed Amendment.

FISCAL IMPACT

Not applicable.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper on May 25, 2011.

ATTACHMENTS/EXHIBITS

1. Proposed Ordinance.
2. Proposed Amendment with Attachments.
3. Planning Commission Minutes.
4. Public Hearing Notice.

Prepared By:
John C. Terell AICP
Planning Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ORDINANCE NO. 825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The First Amendment to the Aquabella Development Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the public hearing regarding the First Amendment on June 14, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed First Amendment is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: The First Amendment does not remove any responsibilities of the developer identified in the Development Agreement, nor does it change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

2. **The proposed First Amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

   FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

ATTACHMENT 1

3. **The proposed First Amendment will not be detrimental to the public health, safety or general welfare.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

4. **The proposed First Amendment is in conformity with public convenience, general welfare and good land use practice.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not

cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the First Amendment to the Aquabella Development Agreement attached hereto as Exhibit A, and does hereby authorize the Mayor to sign the First Amendment on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Clerk
P.O. Box 88005
Moreno Valley, California 92552-0805

FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006

June xx, 2011

ATTACHMENT 2

1032/027722-0008
1143494.08

THIS FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006 ("Amendment") is made and entered into this __th day of June 2011 (the "Effective Date"), by and between (i) the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and (ii) MORENO VALLEY PROPERTIES, LP, a Delaware limited partnership (the "Master Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Master Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted Section 65864 *et seq.* of the California Government Code, which authorizes a city to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development. To implement the above-described State laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements. Both Government Code Section 65864 *et seq.* and Section 9.02.100 of the Moreno Valley Municipal Code authorize the amendment and modification of such development agreements from time to time at the mutual discretion of the parties.

B. On January 12, 2006, the Parties executed that certain Development Agreement By and Between the City of Moreno Valley and Moreno Valley Properties, LP, Relative to the Development Known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006 ("Agreement"). The Agreement pertains to a development project known as "Aquabella."

C. In the absence of this Amendment, the Agreement applies to real property comprised of approximately six hundred eighty-five (685) acres which is previously described in the property description attached to the Agreement as Exhibit "A."

D. Pursuant to this Amendment, Master Developer and the City desire to remove approximately 13.2 gross acres, representing less than two percent (2%) of the Project area from the coverage of the Agreement ("Removed Property"). The Removed Property was always planned to be developed independently from the Aquabella active adult community as a non-age restricted development. The Removed Property is located at the northeast corner of Cactus Avenue and Lasselle Street in the City as set forth in the Depiction attached hereto as Exhibit "A-2b." A legal description of the Removed Property is set forth in Exhibit "A-2."

E. The Agreement and the Project governed by the Agreement envisioned the development of approximately 2,702 age-restricted units in a gated community with common amenities to be maintained by one or more Homeowners' Association ("Age-Restricted Project").

The Project, as originally approved, also included the development of the Removed Property in what was defined, in the Aquabella Specific Plan, as Planning Area 2. The Removed Property and Planning Area 2 were envisioned to be developed with approximately 220 attached rental units or for sale condominiums that were not age-restricted and were therefore not to be part of the Age-Restricted Project.

F. The State of California and the City have been faced with a severe economic crisis, which has negatively impacted the pace and timing of residential development. In light of these economic conditions, the sequencing of phasing originally contemplated may have to be rescheduled so it is responsive to present market conditions. It is possible that development of the Removed Property as 220 attached, non-age restricted rental units or for sale condominiums may occur at an earlier time period than development of the remaining Age-Restricted Project.

G. Excising the Removed Property from the coverage of the Agreement would increase the likelihood that non-age-restricted rental units or for sale condominiums could be developed more quickly than what would occur if the Removed Property were not excised from the Agreement.

H. On February 23, 1999, the City adopted Resolution No. 99-13, certifying a Final Environmental Impact Report, including findings and a statement of overriding considerations and imposing mitigation measures for the Project ("FEIR"). On May 27, 2003, the City adopted Resolution No. 2003-38 certifying a Supplemental EIR for the Project ("SEIR"). Thereafter, on November 22, 2005, the City adopted Resolution No. 2004-12 approving an Addendum to the FEIR and SEIR for the Project. The record of proceedings for all of the aforementioned City actions are expressly incorporated herein by reference as if set forth in full.

I. On August 23, 2008, the City approved Tentative Tract Map No. 34950 for financing purposes. On April 15, 2011 Tract No. 34950-1 was recorded creating a separate legal parcel for the removed property.

J. On _____, 2011, the City made all of the findings and determinations relating to this Amendment which are required by Municipal Code section 9.02.110 and introduced Ordinance No. ___ for first reading. Thereafter, Ordinance No. ___ was approved on ____, 2011 thereby approving this Amendment.

K. The City finds the approval of this Amendment will not result in substantial changes to the Project within the meaning of the California Environmental Quality Act ("CEQA") (Pub. Res. Code sections 21000 *et seq.*) and its implementing Guidelines including, but not limited to, Guideline 15162. The Removed Property will continue to be governed by Specific Plan 218 and the City's General Plan, and the Removed Property will continue to be permitted to be developed with approximately 220 non-age-restricted, rental residential dwelling units or for sale condominiums. No change in land use designations is permitted or contemplated by this Amendment. Further, this Amendment ensures the infrastructure improvements identified in the attached revised Circulation Phasing Improvement Program set forth in the Agreement as Exhibit "B" ("Circulation Program") will be constructed by re-affirming: (i) the Master Developer's obligation to construct the improvements set forth in the Circulation Program and (ii) the City's legal right to impose reasonable off-site and fair share improvement requirements on the

MV00106571

Removed Property when a specific development proposal for the Removed Property is filed with and processed by the City. Once the Amendment is approved, the Removed Property can be processed independently from the rest of the Project and vice-versa. Therefore, pursuant to CEQA Guideline section 15162, the City finds that executing this Amendment does not result in any substantial changes to the original Project.

L. The City Council finds that execution of this Amendment as set forth herein by the Parties: (i) is in the best interest of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide an active adult community; (v) will encourage the development of the project while providing a reasonable level of certainty to the private developer; (vi) will encourage the development of rental or for sale residential dwelling units within the City; and (vii) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above recitals, all which are expressly incorporated into this Amendment, and the mutual promises and obligations of the Parties set forth herein, the Parties agree to this Amendment as follows:

AMENDMENT TO AGREEMENT

1. Section 1 of the Agreement is hereby amended as follows with new Section 1.23 set forth below, replacing Section 1.23 in the Agreement:

> 1.23 "Project" means the development of the Property contemplated by the SPA and implemented through PADIPs as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to ~~six hundred eighty-five (685)~~ approximately six hundred seventy one point eight (671.8) acres of the seven hundred sixty (760) acres comprising the Specific Plan area. The ~~685~~ approximate 671.8 acres will be developed as a gated age-restricted community with common amenities to be maintained by one of more Homeowner's Association(s). The Project contemplates a maximum of two thousand seven hundred and two (2702) ~~two thousand nine hundred twenty-two (2922)~~ dwelling units and other uses as defined in the Project Approvals. ~~, with the exception of two hundred (220) dwelling units (specifically identified in the SPA) that may or may not be age-restricted.~~

2. Section 1 of the Agreement is hereby amended as follows with new Section 1.25 set forth below, along with new Exhibit "A-1" and Exhibit "A-1b" replacing the Section 1.25 set forth in the Agreement:

> 1.25 "Property" means the real property described on Exhibit "A-1" to this Amendment and depicted on Exhibit "A-1b" of this Amendment and made a part herein by reference.

3. Section 6 of the Agreement is hereby amended as follows with new Section 6 set forth below, replacing the Section 6 set forth in the Agreement:

MV00106572

6.2 Construction of Public Street and Traffic Signal Improvements – Circulation and Phasing Improvement Program. While the timing of the phasing has been changed by market forces, to the extent the Project proceeds, Master Developer agrees to construct all required public street and traffic signal improvements in accordance with the Circulation Program set forth in the Agreement. When the development of the Removed Property for the anticipated 220-unit rental or for sale condominium project is proposed, the City retains the legal right to analyze any specific traffic or other environmental impacts of any proposed development for the Removed Property and the City may condition the Removed Property to construct any improvements set forth in the Circulation Program and/or to construct or pay fair share amounts towards any other additional and necessary improvements identified in a separate traffic study prepared to analyze any impacts of any proposed development of the Removed Property. Pursuant to State law, City retains the right to impose mitigation on the Removed Property to the extent future environmental analysis discloses previously undisclosed impacts.

4. Section 12 of the Agreement is hereby amended as follows with the insertion of new section 12.3:

12.3 Termination of Agreement With Respect to the Removed Property. The Agreement is terminated with respect to the Removed Property. The Parties shall execute and record the Acknowledgement of Termination set forth as Exhibit "C" within thirty (30) calendar days following the execution and recordation of this Amendment.

5. All other provisions of the Agreement not amended by this Amendment shall remain in force and in effect with respect to the Property (and not the Removed Property) and unaltered by this Amendment.

"MASTER DEVELOPER"	"CITY"
MORENO VALLEY PROPERTIES, LLC,	CITY OF MORENO VALLEY,
a California limited liability company	a municipal corporation
By:_____	By:_____
Iddo Benzeevi, President	Richard A. Stewart, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Exhibit "A-2b"

Depiction of Removed Property

EXHIBIT "A–2b"

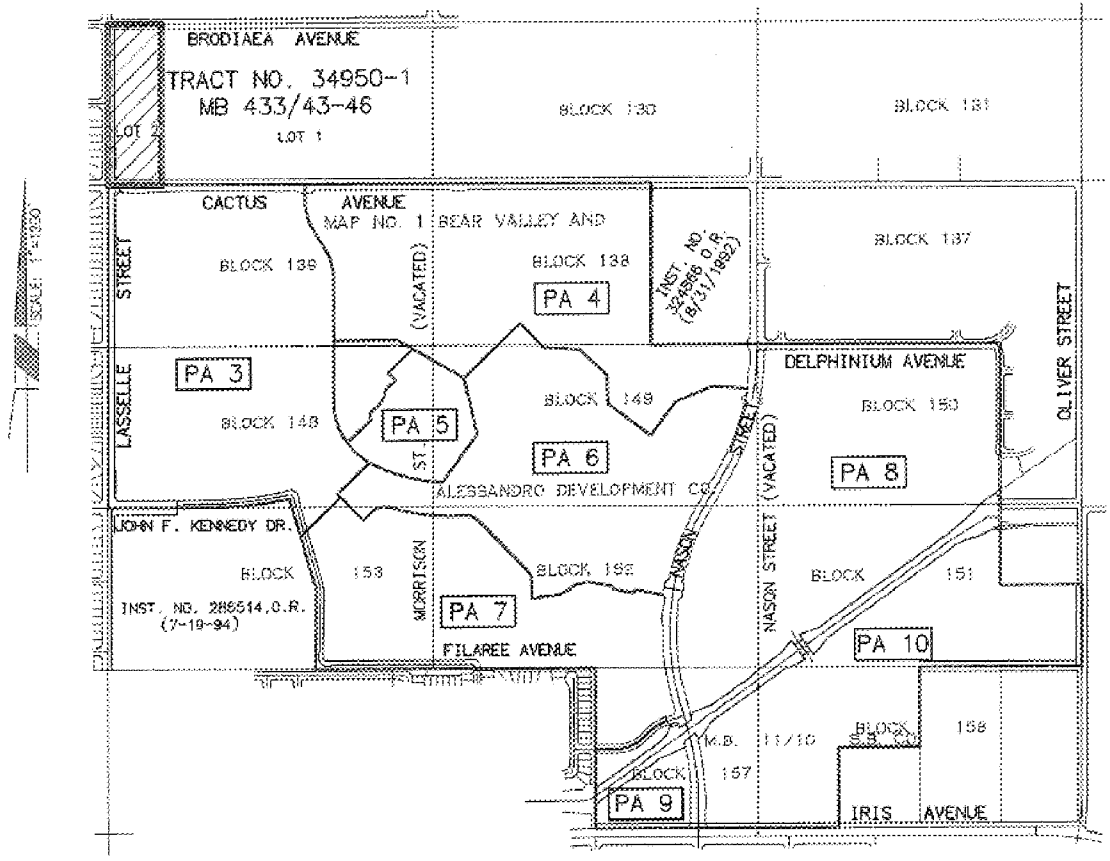

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M1	RBF CONSULTING PLANNING & DESIGN & CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8342 • FAX 951.676.7240 • www.RBF.com

MV00106576

1032/027722-0008
1143494.08

Exhibit "A-2"

Legal Description of the Area to be Removed from the Aquabella Development Agreement

MV00106577

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10-107827-M1

EXHIBIT "A-2"

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being Lot 2 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-2b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

F:\pdata\107827\legals\7827lg001.doc

1032/027722-0008
1143494.08

MV00106578

Exhibit "A-1"

Legal Description of Property Covered by the Agreement

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10107827-M2

EXHIBIT "A-1"

MODIFIED AREA - AQUABELLA DEVELOPMENT AGREEMENT

Those certain parcels of land situated in the City of Moreno Valley, County of Riverside, State of California, being all of Blocks 138, 139, 148, 149, 152 and 153 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California (located within Sections 15, 16, 21 and 22, Township 3 South, Range 3 West, San Bernardino Meridian).

ALSO Lot 2 through 7, inclusive, of Block 150; Lots 2 through 8, inclusive of Block 151; Lots 1, 2, 7 and 8 of Block 157; and Lots 3, 4 and 5 of Block 158; as shown on said Map No. 1 of the Bear Valley and Alessandro Development Company.

ALSO Lot 1 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California

TOGETHER with those portions of the Streets and Avenues vacated by Resolution of the Board of Supervisors of the County of Riverside, a Certified Copy of which was recorded on August 11, 1966 as Instrument No. 81996, of Official Records of said Riverside County, which would pass with a conveyance of said land.

EXCEPTING from Block 138 those portions described in the deed to the County of Riverside, recorded August 31, 1992 as Instrument No. 324866 of Official Records of said Riverside County.

ALSO EXCEPTING from Block 148 and Block 153 those portions described in the deed to the Moreno Valley Unified School District recorded July 19, 1994 as Instrument No. 286514 of Official Records of said Riverside County.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-1b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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Exhibit "A-1b"

Depiction of the Property Covered by the Agreement

EXHIBIT "A-1b"

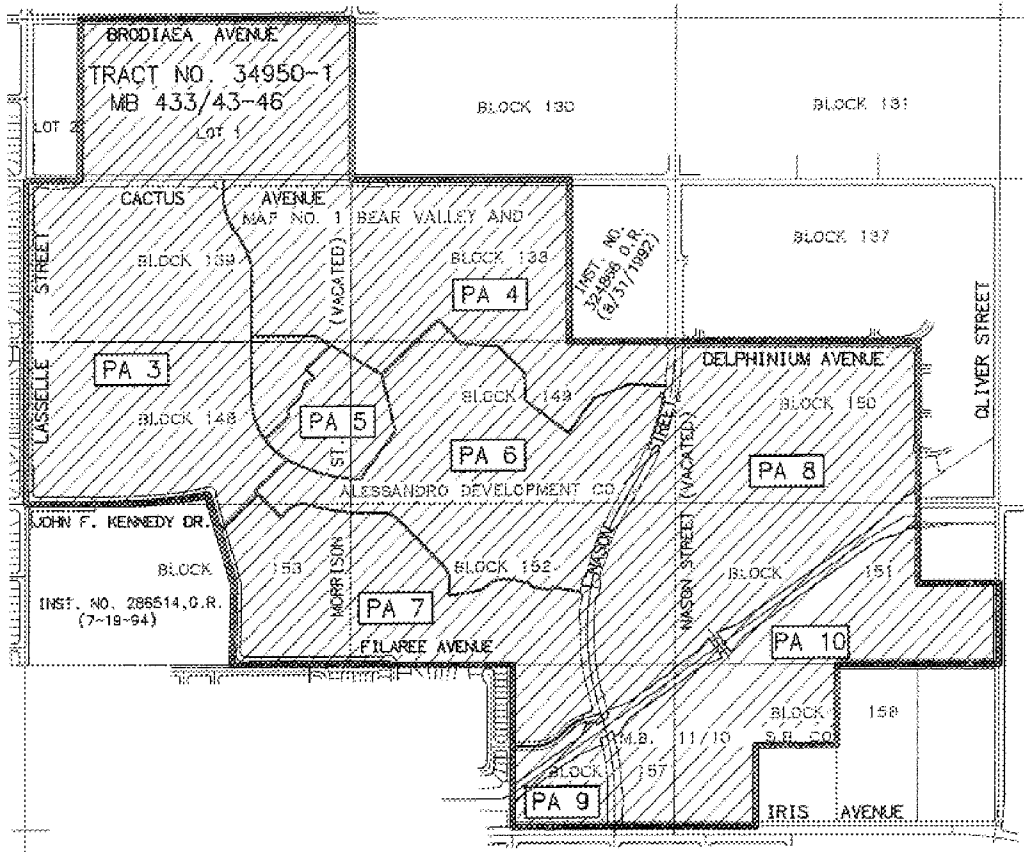

MODIFIED AREA AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M2	RBF CONSULTING PLANNING • DESIGN • CONSTRUCTION 40880 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

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EXHIBIT "B" – (6 Pages)

AquaBella – Circulation Phasing Improvement Program

Phasing Summary

Phase	Type	Quantity	Units	Construction	Occupancy
1	**Active Adult (+55) Housing** Detached Attached	 **351** **234**	 **DU** **DU**	**July 06 – Jan 08**	**Jan 07 – Feb 08**
2	**Active Adult (+55) Housing** Detached Attached	 **289** **193**	 **DU** **DU**	**July 07 – July 08**	**Jan 08 – Aug 08**
3	**Active Adult (+55) Housing** Detached Attached	 **301** **201**	 **DU** **DU**	**Feb 08 – Mar 08**	**Aug 08 – Apr 09**
4	**Active Adult (+55) Housing** Detached Attached	 **460** **306**	 **DU** **DU**	**Sept 08 – Feb 10**	**Mar 09 – Mar 10**
5	**Active Adult (+55) Housing** Detached Attached	 **220** **147**	 **DU** **DU**	**Aug 09 – Aug 10**	**Feb 10 – Oct 10**
5	**Hotel**	**300**	**Room**	**Mar 11 – Apr 12**	**----------**

Phasing Improvement Details

Location	Direction	Improvement	Phase	Footnotes
Nason St from Iris to Delphinium	NB / SB	Widen to half-width (1 lane per direction)	Phase 1	
Nason Street at Iris Avenue	I	Install traffic signal	Phase 1	
Nason Street at Iris Avenue	SB	Construct dual right-turn lane	Phase 1	
Nason Street at Iris Avenue	EB	Construct one ADDITIONAL left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one right turn lane	Phase 1	
Nason Street at Dracaea Avenue	I	Install traffic signal	Phase 1	
Lasselle Street at Margaret Avenue	I	Install traffic signal	Phase 1	
Nason Street at Fir Avenue	I	Install traffic signal	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Fir Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 1	
Nason Street at Fir Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW) including dual left-turn lane	Phase 1	
Nason Street at Fir Avenue	EB	Construct one left turn lane.	Phase 1	
Nason Street at Fir Avenue	WB	Construct one left turn lane	Phase 1	
Lasselle Street at Delphinium Avenue	I	Install traffic signal	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Eucalyptus Avenue	I	Modify Traffic Signal	Phase 2	
Nason Street at Eucalyptus Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Re-stripe lane configuration	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Construct one through lane	Phase 2	
Nason Street at Eucalyptus Avenue	WB	Construct one left turn lane	Phase 2	
Delphinium Avenue		Traffic Calming on Delphinium	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Construct one additional left turn lane (Including traffic signal modification to implement Split-Phase Signal Timing)	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Re-stripe lane configuration	Phase 2	
Lasselle Street at Gentian Avenue		Re-striping lane configuration / Signal Modification	Phase 2	
Clubhouse Drive at Cactus Avenue	I	Install traffic signal	Phase 2	
Clubhouse Drive at Cactus Avenue	NB	Construct one left turn lane	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Clubhouse Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 2	
Clubhouse Drive at Cactus Avenue	SB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 2	
Clubhouse Drive at Cactus Avenue	EB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	WB	Construct one left turn lane	Phase 2	
Cactus Ave from Lasselle to Nason	EB / WB	Widen to half-width (1 lane per direction)	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Nason St from Cottonwood to Dracaea	NB	Construct 1 NB lane	Phase 3	
Nason Street at Cottonwood Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Delphinium Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Cactus Avenue	I	Modify traffic signal	Phase 3	
Nason St from Delphinium to Cactus	SB	Construct 1 SB lane	Phase 3	
Nason St from Brodiaea to Alessandro	SB	Construct 1 SB lane	Phase 3	
Nason St from Alessandro to Cottonwood	NB / SB	Construct 1 lane per direction	Phase 3	
Cactus Ave from Nason to Oliver	WB	Construct 1 WB lane	Phase 3	

Location	Direction	Improvement	Phase	Footnotes

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Clubhouse Drive	I	Install traffic signal	Phase 4	
Nason Street at Clubhouse Drive	NB	Construct one left turn lane	Phase 4	
Nason Street at Clubhouse Drive	SB	Construct one left turn lane	Phase 4	
Nason St from Iris to Delphinium	NB / SB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Cactus Ave from Lasselle to Nason	EB / WB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Oliver St, project frontage	NB / SB	Widen to ultimate width	Phase 4	700' Project frontage only btw J.F.K and Iris

Location	Direction	Improvement	Phase	Footnotes
Morrison St from Brodiaea to Cactus	NB / SB	Construct half-ultimate plus 12 feet	Phase 5	
Morrison Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Morrison Street at Cactus Avenue	I	Install traffic signal	Phase 5	
Oliver Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	
Oliver Street at Cactus Avenue	SB	Widen Oliver to ultimate width (ROW) w/ signing & striping	Phase 5	
Oliver Street at Iris Avenue	I	Modify traffic signal	Phase 5	
Oliver Street at Iris Avenue	SB	Construct one right turn lane	Phase 5	
Iris Ave from Lasselle to Camino Flores		Modification of Iris Median ($70 per LF)	Phase 5	
Iris Avenue		Coordination of traffic signals on Iris ($3500 per intersection)	Phase 5	
Lasselle Street		Coordination of traffic signals on Lasselle ($3500 per intersection)	Phase 5	
Lasselle Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	NB	Construct one FREE right-turn lane	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	EB	Re-stripe lane configuration	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	WB	Construct one additional left turn lane	Phase 5	Or concurrent with City Project

Lasselle Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Brodiaea Ave from Lasselle to Morrison	EB / WB	Construct half ultimate plus 12 feet (include power poles)	Phase 5	
Cactus Avenue at Apartment Access	I	Construct raised median to restrict left-turn in/out movements from apartment access	Phase 5	
Lasselle Street at Apartment Access	I	Construct raised median to restrict left-turn out movement from apartment access	Phase 5	
Nason Street at Bay Avenue	I	Install traffic signal	Phase 5	
Nason Street at Bay Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 5	
Nason Street at Bay Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 5	
Nason Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Moreno Beach Drive at Cactus Avenue	I	Modify traffic signal	Phase 5	
Moreno Beach Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	EB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Re-stripe shared left-through turn lane	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Construct one through lane	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at John F. Kennedy Drive	I	Modify traffic signal	Phase 5	
Moreno Beach Drive at John F. Kennedy Drive	WB	Widening & re-striping & signing for additional left-turn lane	Phase 5	
Cactus Avenue		Coordination of traffic signals on Cactus ($3500 per intersection)	Phase 5	

Location	Direction	Improvement	Phase	Footnotes		
Nason St at SR-60 WB Ramps / Elder Ave	I	Participate in interchange improvements through payment of TUMF program fees	All			
Nason St at SR-60 EB Ramps	I	Participate in interchange improvements through payment of TUMF program fees	All			

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]

END OF EXHIBIT “B”

Exhibit "C"

Acknowledgement of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Clerk
P.O. Box 88005
Moreno Valley, California 92552-0805

ACKNOWLEDGMENT OF TERMINATION OF DEVELOPMENT AGREEMENT WITH RESPECT TO SPECIFIED PROPERTY BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006

Month, Day, 2011

ACKNOWLEDGEMENT OF TERMINATION OF DEVELOPMENT AGREEMENT WITH RESPECT TO SPECIFIED PROPERTY KNOWN AS PLANNING AREA TWO IN THE AQUABELLA SPECIFIC PLAN

RECITALS

A. On _____, 2011, the City of Moreno Valley ("City") and Moreno Valley Properties, LP ("Master Developer") executed a First Amendment to that Certain Development Agreement By and Between the City of Moreno Valley and Moreno Valley Properties, LP relative to the development known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006. The development is commonly referred to as "Aquabella."

B. The Amendment had the effect of removing approximately 13.2 gross acres representing less than two percent (2%) of the Project area from the coverage of the Agreement as described in the Amendment (defined as the "Removed Property"). The Removed Property is located at the northeast corner of Cactus Avenue and Lasselle Street in the City as set forth in the depiction set forth as Exhibit "A-2b" attached hereto. In the Aquabella Specific Plan, the Removed Property is described as Planning Area 2. A legal description of the Removed Property is set forth as Exhibit "A-2" attached hereto.

C. Pursuant to Section 3 of the Amendment, the Parties are required to execute and record this Acknowledgment of Termination within 30 calendar days following execution and recordation of the Amendment.

NOW, THEREFORE, in consideration of the above Recitals, and the Recitals set forth in the Amendment, all which are expressly incorporated into this Acknowledgement of Termination, the Parties agree as follows:

ACKNOWLEDGMENT OF TERMINATION

1. Termination of Agreement With Respect to the Removed Property. The Parties hereby acknowledge that the Development Agreement entered into by and between the City of Moreno Valley and Moreno Valley Properties, LP, Relative to the Development Known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006 is hereby terminated with respect to the Removed Property described in Exhibit "A-2." Following the execution of the Amendment, the Agreement applies to that land legally described in Exhibit "A-1" and depicted in Exhibit "A-1b."

2. Construction of Public Street and Traffic Signal Improvements -- Circulation and Phasing Improvement Program. Notwithstanding the termination of the Agreement with respect to the Removed Property, it is hereby acknowledged and agreed while the timing of the phasing has been changed by market forces, to the extent the Project proceeds, Master Developer agrees to construct all required public street and traffic signal improvements in accordance with the Circulation Program set forth in the Agreement as amended by the Amendment. When a future development plant for the Removed Property is submitted for the anticipated 220-unit rental or for sale condominium project, the City retains the legal right to analyze any specific traffic impacts of any proposed development for the Removed Property and the City may condition the

Removed Property to construct any improvements set forth in the Circulation Program and/or to construct or pay fair share amounts towards any other additional and necessary improvements identified in a separate traffic study prepared to analyze any impacts of any proposed development of the Removed Property. The Removed Property can be processed independently from the rest of the Project and vice-versa.

"MASTER DEVELOPER"

MORENO VALLEY PROPERTIES, LLC,
a California limited liability company

By:_____
Iddo Benzeevi, President

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By:_____
Richard A. Stewart, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A-2b"

Depiction of the Removed Property

EXHIBIT "A–2b"

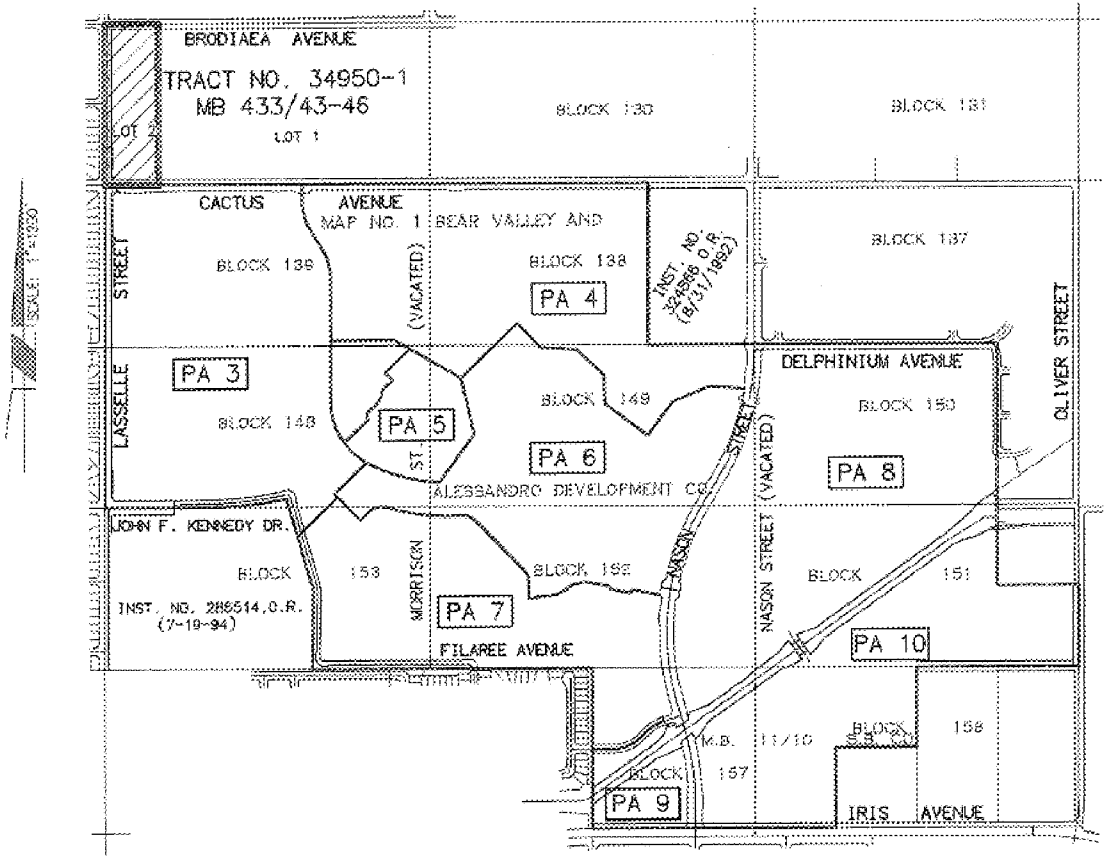

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M1	RBF CONSULTING PLANNING & DESIGN & CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8342 • FAX 951.676.7240 • www.RBF.com

MV00106595

1032/027722-0008
1143494.08

Exhibit "A-2"

Legal Description of the Removed Property

MV00106596

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10-107827-M1

EXHIBIT "A-2"

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being Lot 2 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-2b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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1032/027722-0008
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Exhibit "A-1"

Legal Description of Property Covered by the Agreement

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10107827-M2

EXHIBIT "A-1"

MODIFIED AREA - AQUABELLA DEVELOPMENT AGREEMENT

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EXCEPTING from Block 138 those portions described in the deed to the County of Riverside, recorded August 31, 1992 as Instrument No. 324866 of Official Records of said Riverside County.

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Exhibit "A-1b"

Depiction of the Property Covered by the Agreement

EXHIBIT "A-1b"

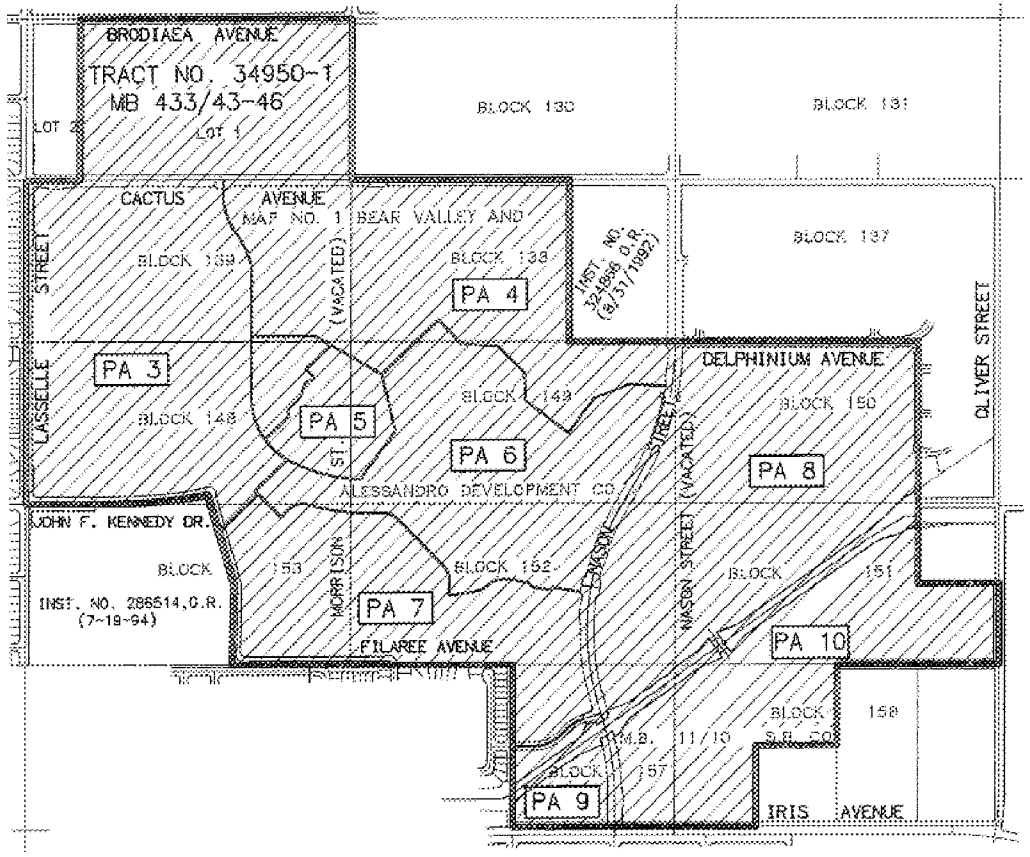

MODIFIED AREA AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M2	RBF CONSULTING PLANNING • DESIGN • CONSTRUCTION 40880 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

MV00106601

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2. Case Number: P11-029
Amendment to Aquabella Development Agreement

Case Planner: John Terell, AICP

VICE CHAIR BAKER – Mr. John Terrell will handle this item for us.

PLANNING OFFICIAL TERELL – Yes this item is the first amendment to the Aquabella Development Agreement. The Development Agreement was adopted at the same time as the approval of the Aquabella Specific Plan which is roughly located south of Alessandro, north of Iris, east of Lasselle and generally west of Nason and the Development Agreement is something that is permitted under State Law to allow a developer to get long term protection on the zoning and the entitlements that they receive in exchange for agreeing to do certain things and in this particular Development Agreement there is an extensive list of capital improvements that are required as part of this Development Agreement as well as the quality of the development, which is identified in the Specific Plan as well as in the Development Agreement. The Development Agreement specifically requires the construction of a clubhouse that has a minimum value of 25 million dollars. The other was a payment that was already made which was a one million dollar payment that was made to support the extension of lines; not to this property but in the service area of the Moreno Valley Utilities. The first amendment is quite simple. The applicant has requested to remove the parcel at the northeast corner of Cactus and Lasselle. That particular parcel is the only parcel in the Aquabella project that is not age restricted. It is a non-senior parcel and so they are requesting to remove from the benefits and the responsibilities of the Development Agreement I believe so they can sell that to some third party. The list of improvements that are required under the Development Agreement are not changing. They still stay the same. They are actually moved up in priority to the next higher phase because this particular parcel was phase 6 and now there will only be 5 phases. Your action would be a recommendation. Final action will occur by the City Council. The project was noticed in the newspaper, sent to all property owners within 300 feet of the project and that was not just the corner of Lasselle and Cactus, it was the entire Aquabella Specific Plan and it was also noticed on the property. I did receive four phone calls regarding the project. Generally they were interested to know what was going to be developed on the site and it is very important to note that there is no development application for this site. That would be a separate future application that would require its own public hearing before the Planning Commission. So with that I will close my remarks and be open for questions.

VICE CHAIR BAKER – Alright, thank you John. Do any of the Commissioners have questions of John Terell on this item?

ATTACHMENT 3

MV00106602

COMMISSIONER OWINGS – I do. I am sure I'm going to have more questions as we go into this and as other Commissioners delve into it, but you say the Development Agreement was signed when and what is the length or the term of the Development Agreement?

PLANNING OFFICIAL TERELL – The Development Agreement was approved January 12, 2006 and it has an initial term of 15 years with two 5 year extensions possible, so it is in effect for some time and then there is certain performance that has to occur to extend it beyond that term.

COMMISSIONER OWINGS – So were any of the improvements that you mentioned like the clubhouse or anything, were they to be located on this parcel.

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – So this parcel was originally in the Development Agreement solely just a residential non-age restricted residential area?

PLANNING OFFICIAL TERELL – That's correct. There are certain improvements that are in the Development Agreement that are still required in the Development Agreement that would obviously be the frontage along Lasselle and Cactus. If this property is developed separately in advance of the rest of the Aquabella Project, then that project will most likely be responsible for those improvements because they are immediately adjacent to the site, but if they do not occur, then if this site is not developed for many years then the Aquabella Project would be required to do it based on the phase.

COMMISSIONER OWINGS – When you say most likely, that leads me to believe that there is a possibility they may not.

PLANNING OFFICIAL TERELL – The only reason they may not is if the City should choose to develop those improvements and therefore there would be a reduction in the benefits accruing to the project or most likely what would happen…

COMMISSIONER OWINGS – In which case… not to interrupt you, but I suffer early onset Alzheimer's, so I may forget, but in that particular case that the City does those, what remedy does the City have with the developer to kind of equal the scale here. If he is doing less, the City is doing more, how he compensates the City for that

PLANNING OFFICIAL TERELL – The Development Agreement requires the improvements provided by the development to exceed the amount of the credits they are receiving, so that's the balance sheet.

COMMISSIONER OWINGS – So that could be determined at a later time?

MV00106603

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - And what assurance does anyone have that that will happen?

PLANNING OFFICIAL TERELL – It's required by the agreement. I mean that's all I can say. It is a contractual agreement.

COMMISSIONER OWINGS – And you were going to go onto a second one and we'll see if your memory is better than mine.

PLANNING OFFICIAL TERELL – Oh well I was going to say most likely what will occur is this property will be developed in advance of phase 5 of Aquabella, which is really the last phase in Aquabella, which is a very large phase and therefore the improvements will most likely be constructed by the developer of this parcel.

COMMISSIONER OWINGS – In the master agreement, those developments; when are they required in which phase.

PLANNING OFFICIAL TERELL - They are required in phase… In the existing agreement it is Phase 6, but since this property is Phase 6, all those improvements were moved up to Phase 5.

COMMISSIONER OWINGS – Isn't that sort of unusual that development would have all of those improvements after the whole project is complete

PLANNING OFFICIAL TERELL – Well there are five phases and as each phase occurs there is more impact both onsite as well as offsite and that is why its phased so as the impacts occur, the improvements are required rather than requiring all the improvements up front, even before any of the impacts occur.

COMMISSIONER OWINGS – And that's normal?

PLANNING OFFICIAL TERELL – That is normal; yes

COMMISSIONER OWINGS – Okay, then what does the removal of this property…well first of all let me ask you, originally in the master plan, why was this property not designated with an age restriction. There must have been some logic for the marketing of this plan. Why was it not consistent with the bigger portion of the project?

PLANNING OFFICIAL TERELL – Well at time there was recognition that this property is close to the County Hospital, which is the largest employer in the City of Moreno Valley and there is no multi-family housing in close proximity or multi-family zoning at that time and therefore this was included as a recognition that at

MV00106604

least one site on this property that was near the hospital would have the potential to provide workforce housing for the hospital.

COMMISSIONER OWINGS – So is this workforce housing still required? I mean is there a need for that still? I know this was done in 2006, so since 2006 has that requirement for work related housing for the hospital workers, has that been filled by someone else.

PLANNING OFFICIAL TERELL – It has not

COMMISSIONER OWINGS – So there would still the need. Are there other areas of property in this area that could fulfill that need?

PLANNING OFFICIAL TERELL – Well as part of the recently adopted Housing Element for the City, there are a certain number of multi-family housing units that are required in the City. A large portion of those that are identified in the Housing Element involve rezoning property to R30, which is 30 units per acre. That is a new zone that is required by the State and one of the areas that was identified was the area immediately north and west of the hospital and north of this property and should all that rezoning occur this property may or may not be needed to meet those requirements.

COMMISSIONER OWINGS – So let me ask you a question. If we were to approve this tonight, is there any assurance that it would still be designated… I mean if someone wanted to do medical offices there instead of residences for workers, it is conceivable it would come back to the Planning Commission and we would probably in some later future date be asked to change the zoning of it from its current zoning to something that would allow medical offices or something of that nature, so there is no assurance then that that specific housing need that was identified when this plan was put together would be met if we make this change tonight.

PLANNING OFFICIAL TERELL – The change tonight doesn't affect the land use on this property. The land use was established by the Specific Plan.

COMMISSIONER OWINGS – But if you take it out of the master plan then it could be changed. It cannot be changed if it stays in the master plan. Am I correct?

PLANNING OFFICIAL TERELL – Maybe it's the terminology… the Specific Plan is the land use plan and…

COMMISSIONER OWINGS – Not the Master Plan, I mean the Development Agreement

MV00106605

PLANNING OFFICIAL TERELL – With the Development Agreement; the only change that taking it out of the Development Agreement because in a Development Agreement the land use can change, but it requires the concurrence of both the City and the property owner.

COMMISSIONER OWINGS – Which is only fair…?

PLANNING OFFICIAL TERELL – If it is outside the Development Agreement, the City could if it wanted to, change the land use without the concurrence of the developer.

COMMISSIONER OWINGS – So there could be a benefit to the City by taking it out?

PLANNING OFFICIAL TERELL – Well I'm not saying it is a benefit, but the City has more rights relative to the land use if it is outside of the Development Agreement than if it is in the Development Agreement; more flexibility

COMMISSIONER OWINGS – To allow some of the other Commissioners to question further, but could you finally just kind of persuade me or alleviate my fear here. It seems as though if I'm just a little tiny developer, it's my main occupation, but it would seem to me that someone in the City made this agreement with this developer to put that little chunk in there to do meet the need of the hospital, it wasn't probably his idea, it was probably the City's idea. Am I correct in that?

PLANNING OFFICIAL TERELL – It was a suggestion from not myself but from City Staff that it be included and the developer was amenable to that.

COMMISSIONER OWINGS – Right so he was amenable to it because he has this bigger project he wanted to do, but the need you guys saw back 2006 still exists and has not been met and so persuade me that that need could be met somewhere else so at least we have some feeling that it could be met somewhere else or you know some hope that it could down the line future met with some other parcel or other property.

PLANNING OFFICIAL TERELL – Well I'm not here to convince you one way or the other. I will tell you if someone came forward, either the City or the property owner and wanted to change that from multi-family housing to some other use, the Planning Commission and City Council would have to determine that other sites already existed to meet the housing needs of the City.

COMMISSIONER OWINGS – Not to be argumentative, I know you are not here to change my mind or persuade me, but you did recommend approval of this, so you are in a sense putting your stamp of approval on it. I think that the Staff does need to address that concern.

MV00106606

PLANNING OFFICIAL TERELL – I'm not quite sure what the concern is because… The concern is there is no land use change before tonight.

COMMISSIONER OWINGS – Well the concern is that the City Staff in 2006 say there was a need for this particular parcel to be used for the hospital workers and it now no longer sees that need?

PLANNING OFFICIAL TERELL – Again, the land use is not changing tonight and therefore the only action before the Commission is to recommend whether it is in or out of the Development Agreement

COMMISSIONER OWINGS – But if it is in the Development Plan it is pretty much assured it is going forward as it is. If it's not in this Development Agreement, there is a possibility that it might not. Am I correct?

PLANNING OFFICIAL TERELL – No, I'm sorry that's not correct. The Specific Plan which identifies the land use is not changing. All that is changing is it goes from being in a Development Agreement which means the property owner has to agree a change of land use.

COMMISSIONER OWINGS – John hypothetically, excuse me for cutting you off, cut you are just really not getting my point, so I've not made it clear. Hypothetically, if you take this out of this agreement, Mr. Benzeevi, the owner of this could come over to you one night and ask you to change the zoning to office or some sort of multiple use zoning; correct

PLANNING OFFICIAL TERELL – He could do that now

COMMISSIONER OWINGS – Even though it is in the Master Development Plan

PLANNING OFFICIAL TERELL – Correct because he is the property owner and the property owner always has; even under the Development Agreement, has the right to request a change in land use.

COMMISSIONER OWINGS – Would the City Planning Commission be the sole authority of that or would it have to go to the Council. I would assume this agreement would have to go to the Council wouldn't it if you change it?

PLANNING OFFICIAL TERELL – Yes, this agreement has to go to Council and any land use would have to go to Council as well.

COMMISSIONER OWINGS – Well thank you very much. I think really clarified it for me.

PLANNING OFFICIAL TERELL – I'm sorry if I didn't understand you clearly…

MV00106607

COMMISSIONER OWINGS – No, no, it's my fault. I wasn't communicating clearly.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – Okay so I'm still not clear. Maybe you can fill me in. So aside from little section of land there was there any other non-age restricted multiple family dwellings within the Development Agreement?

PLANNING OFFICIAL TERELL – No there are not

COMMISSIONER VAN NATTA – Okay, so conceivably by taking that out of the Development Agreement and selling it to somebody or even without selling it to somebody else, then the developer of Aquabella could go ahead and finish his complete development without having to worry about putting in the multi-family units that he had originally agreed to when he entered into this Development Agreement?

PLANNING OFFICIAL TERELL – They are not required to put in the multi-family housing but it is Phase 6. So the idea is to complete the Aquabella Development, this is one of the parcels that would be developed. If it is not developed then certain… within the Development Agreement if this parcel was not developed, certain responsibilities would not be required and certain benefits; meaning certain fee credits would not accrue to the developer, so this like most development agreements is performance based. If you do develop something you have certain responsibilities and certain benefits. If you don't develop, then you don't have certain responsibilities and you don't get certain benefits

COMMISSIONER VAN NATTA – Right, but as part of the original Development Agreement the whole project as a whole has a certain number of multi-family units in it, which if we take this part out then he no longer has the requirement when he develops it completely to put in the multiple family units.

COMMISSIONER VAN NATTA – He could complete the whole thing without building any multi-family units

PLANNING OFFICIAL TERELL – That are non age-restricted; yes

COMMISSIONER VAN NATTA – Non-age restricted multiple family units

PLANNING OFFICIAL TERELL – Yes and even under the current agreement, since this was the last phase, he theoretically could have developed everything else without developing this parcel.

COMMISSIONER VAN NATTA – Just leave an undeveloped parcel there that he couldn't…that if he were to develop it, it would have to be non-age restricted

MV00106608

multi-family unless there was an agreement between him and the City to change it to something else.

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER VAN NATTA – But now by taking it out and saying it is not part of the Master Development, and then he doesn't have to worry about that.

PLANNING OFFICIAL TERELL – Well, it's not part of the Development Agreement. It still is Highland Fairview's property and therefore to develop it, they have certain responsibilities. They don't necessarily have the same benefits as being in the agreement but and I'll kind of defer this to the Applicant Representative, but I'm assuming and the Applicant's Representative can confirm this, that they want to take this property out the Development Agreement to sell it to some third party and to make it more marketable to a third party that doesn't want to be responsible for the rest of Aquabella; they are separating it out so there are Aquabella's responsibilities and rights and then this property is free of those responsibilities. So it doesn't tie this property in with the development of the rest of Aquabella. It allows it to be separately developed by a third party.

COMMISSIONER VAN NATTA – I would like to hear more explanation about why they're doing it because it looks kind of strange to take that little corner out of a development that was originally planned to be a certain way and all cohesive and you know all flow together and everything like that and then you take a little chunk out of the corner which is the frontage on a fairly well travelled road; yes I'd like to hear a little more about that.

PLANNING OFFICIAL TERELL – I think the Applicant has to make that case for you.

COMMISSIONER VAN NATTA – Alright, thank you

VICE CHAIR BAKER – Okay are there are more questions of Staff before we have the Applicant come forward.

COMMISSIONER OWINGS – I was fairly certain I understood you to begin with. You told me that the major contribution by the developer to the City would not occur till phase 6.

PLANNING OFFICIAL TERELL – For this parcel

COMMISSIONER OWINGS – For this parcel… but the complete development, under the Master Agreement, which is just nothing but a contract between the City and the developer to do certain things; correct

PLANNING OFFICIAL TERELL – That's correct

MV00106609

COMMISSIONER OWINGS – So when would… you said that on the developers part that contribution would be made at the completion of Phase 6. Did I misunderstand you?

PLANNING OFFICIAL TERELL – Possibly… this particular property is Phase 6 and there were certain requirements… there were certain improvements required in Phase 6 and those have now been moved up to Phase 5 and if under the current plan Development Agreement; if this parcel is not taken out of it, it's not required to do anything until Phase 6. Every phase has major improvements that are required and actually much larger than Phase 6.

COMMISSIONER OWINGS – So that's the part I misunderstood. I thought you were leading me to believe that Phase 6 was the larger portion. I couldn't figure out why they got to the end with… So could you please, if you know John and I know you may not, it's been a long time, but what were the developer's responsibilities at the completion of Phase 6?

PLANNING OFFICIAL TERELL – I couldn't point out exactly which ones, but in Phase 5 there is a very long list and several those are primarily relating to what is adjacent to this parcel were required in Phase 6. Phase 6 has a very short list. Most of the improvements were required well in advance of Phase 6. It was a short list. As I recall it was only three or four items.

COMMISSIONER OWINGS – Okay thank you John

VICE CHAIR BAKER – Okay is there anyone else?

COMMISSIONER CROTHERS – The phase 6 items that we're looking at right here or the Phase 5, does that include the ones that were from Phase 6?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER CROTHERS – Okay thank you

VICE CHAIR BAKER – Anyone else? Okay, we'll bring the Applicant forward and he can present… Mr. Wayne Peterson. Would you please state your name and address sir.

SPEAKER PETERSON – Sure, Wayne Peterson with Highland Fairview and we're located here in Moreno Valley. I'd be happy to address the Planning Commission on this and want to thank John for responding to many of those questions. It really is a very simple amendment. I can appreciate the Commission's questions because it is simpler than it may appear. The only change being proposed is to eliminate the small planning area from the Development Agreement. All of the obligations under the Development Agreement today remain with the Aquabella property without this piece, so all of

MV00106610

the obligations; all the street improvements; all the improvements within Aquabella are all still in place; nothing changes whatsoever in terms of the mitigations that are required; the public improvements; the private improvements; all those things are all still in the plan. The only thing that changes is the fact that this small piece of property is no longer protected by the Development Agreement. As John said, it essentially removes the guarantee that the Development Agreement provides, that the City cannot unilaterally change the zoning on that property. In this particular case and it's not for a potential sale; it is for a potential financing purpose that this particular piece is being removed from the agreement. There is no pending sale of the property, it is still owned by Highland Fairview and will continue to be owned Highland Fairview, so my goal would be to try to assure the Council or Commission I'm sorry, that the proposed amendment is in fact as simple as it sounds. It does not reduce in any way, shape or form any of the obligations that Highland Fairview agreed to back in 2006 and essentially its three items. I can point those out to you in the back of your package. At the end of Exhibit…

COMMISSIONER OWINGS – Maybe you could just give us the page number

SPEAKER PETERSON – It doesn't have pages in my copy of the Staff Report. If you go through the Staff Report… there is Attachment 3 is the draft of the first amendment to the agreement. If you go to the back of Attachment 3 there is spreadsheet that looks like this…

PLANNING OFFICIAL TERELL – Page 199 I believe

SPEAKER PETERSON – Oh your Staff Report is numbered and the copy I have isn't. It should be the last page of the spreadsheet that lists all of the improvements that are required in Aquabella

PLANNING OFFICIAL TERELL – So that would be 203

SPEAKER PETERSON – Okay, sorry

COMMISSIONER OWINGS – John I'm looking at page 203 and I don't see Phase 6

PLANNING OFFICIAL TERELL – Right, they are all in Phase 5 now

COMMISSIONER OWINGS – Okay, so which are the three that would have been in Phase 6?

SPEAKER PETERSON – The last three

COMMISSIONER OWINGS – The last three

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SPEAKER PETERSON – Correct… the two on the last page refer to all phases.

COMMISSIONER VAN NATTA – So you are referring to modify the traffic signal, widening and restriping and signing for a left turn lane and coordination of traffic signals.

SPEAKER PETERSON – Correct

COMMISSIONER OWINGS – And then on the back page it is the money items; the TUMF fees, correct.

COMMISSIONER VAN NATTA – Those just aren't in that phase, those are for all phases

COMMISSIONER OWINGS – Would those fees be reduced as a result of removing this parcel?

SPEAKER PETERSON – As John indicated, the zoning on the property stays the same; no change whatsoever in density; no change in type of land uses; its multi-family residential and in the Development Agreement a key point is that there is no requirement to build those units at any particular point in the overall development of the community. The point is when they are developed; they are subject to all of the regulations that normally apply to any residential development in the City, including review by this Planning Commission and potentially the City Council.

COMMISSIONER OWINGS - Your name again, I didn't get your last name sir

SPEAKER PETERSON – Peterson… Wayne Peterson

COMMISSIONER OWINGS – Mr. Peterson my name is Tom Owings. I would like to assure you that I'm not trying to make something simple into complicated. I have enough complications in my life, but there is a fiduciary function for each of the Commissioners here to understand when the City; when two people enter into a contract and one of them wants of modify it. We were not here. We have a fiduciary function to ask the questions, so I hope you understand that were not in any way trying to complicate something. So you know in looking; I think can simplify it with one simple question. Wayne if you were to look at me straight in the eyes and tell me that is going to be developed with multiple unit, non-aged restricted units, then my concern about meeting the housing need that was identified in 2006 would be alleviated. So can you tell me that the ultimate use of this will be the units that were initially envisioned when this agreement was agreed to by the developer and by the City.

SPEAKER PETERSON – No, but the key point is if it is anything different then what is in the Development Agreement today and in the zoning, it would be an

MV00106612

application on the part of the property owner that would have to come through the City review process.

COMMISSIONER OWINGS – And when you say property owner that makes me believe that wouldn't be fair of Fairview Highland

SPEAKER PETERSON – Well I can't stand here and tell this Planning Commission that the Highland Fairview is going to forever be the owner of all the property it owns.

COMMISSIONER OWINGS – Let me ask you hypothetically; if you were in the party of a master agreement like this and you were kind of thinking about and I appreciate your comment about later down the line, the zoning would come before the Planning Commission, but that is kind of kicking the question down the line when it really our responsibility to deal with it now, so hypothetically if you were a developer and you kind of decided that this project may not happen; the whole project; you might start picking it apart piece by piece and so I guess I have to ask you what are the likelihoods that a few years from now another Planning Commission member with my curiosity might be asking you or might asked to say we want to take Phase 5 out and then Phase 4 and then Phase 3; so the City is bound to allow you to have this long term agreement, but piece by piece it is being taken away, so I guess my question to you is this the first step in that process.

SPEAKER PETERSON – No

COMMISSIONER OWINGS – It's because a little tiny guy who tried to develop some housing units, you know there is generally a five year period on these types of entitlements and then you get a couple of extensions here and there. You guys really have a 30 year period here to which the City is bound by this agreement and of course you are too, so that's my concern. So you have no plans. Highland Fairview two years from now is not going to be here trying to pull out parcel 5 or section 5 of this.

SPEAKER PETERSON – No

COMMISSIONER OWINGS – Okay thank you

COMMISSIONER VAN NATTA – Was this the only parcel in the development that was not age restricted? Is now the rest of Aquabella age restricted?

SPEAKER PETERSON – That's correct. Well the exception and to just be completely accurate; the High School site was technically part of the Specific Plan. It is obviously not age restricted.

COMMISSIONER VAN NATTA – But all the residences that are…

MV00106613

SPEAKER PETERSON – Correct, all the residential property…

COMMISSIONER VAN NATTA - …that are under the program now, the rest of them are age restricted.

SPEAKER PETERSON – That is correct

COMMISSIONER VAN NATTA – And this was the only section that was not

SPEAKER PETERSON – That is correct

COMMISSIONER PETERSON – Okay

VICE CHAIR BAKER – Are there any other questions of the Representative or the Applicant? Thank you very much. Now we will open this up to Public Testimony. I have no Speaker Slips on this item so I will close the Public Testimony on this item and we will go forth with Commissioner's Debate.

PLANNING OFFICIAL TERELL – Chair Baker; just to clarify the questioning that was occurring; no property owner can agree not to ever change their mind in the future but in a development agreement the City is not required to approve any change that the owner of that property has. They are only required to consider it, so not that it will occur in this case, but we've got other Development Agreements in town and the owner of the property has the right to request, but they don't have the right to change it; the City always has the right to review and either agree or disagree. Just to clarify that; you know if you see a change in this Development Agreement or say Towngate or some other project that has a Development Agreement, you are not required to approve it but the owner of the property can never bargain away their right to ask.

COMMISSIONER OWINGS – You know John I'm not trying to suggest that they know because I don't know what I'd I'm going to do with the piece of property that I am stuck with in Oregon in the same situation they are, but we sure have a pretty good idea when we have that much money invested in it and I think it is a fair question to ask what is the plans as of today.

PLANNING OFFICIAL TERELL – Agreed, I just want to make sure that it was clear that they could change their mind.

COMMISSIONER VAN NATTA – As I see this, this gives even though it has been taken out of the Master Plan for Aquabella; if anything, the City now has more control over what happens with the development of that piece of property than we had when it was within the development and since there was no guarantee that at any point that phase would have ever been reached, it would have turned into multiple family units anyway, I don't see much harm in approving this because they can't do anything other than it was slated for without

MV00106614

for without coming back to us for permission anyway. I am a great believer in owners being able to do what they can with what they want to with their own property as long as they are staying within the rules and there is no harm in what changes they want to make and so I don't see any harm in approving it.

COMMISSIONER OWINGS – You know I just respectfully disagree with that analysis. This is different. This is a contractual arrangement between the City and a developer. This is not a question of property rights because there is nobody on this dais that believes in property rights more than me, but this is between a contract… you know the developer got something out of this or they wouldn't have entered into the agreement, so the City got something; the developer got something and now the agreement is being altered and I do not believe this is a property right; this is a contractual agreement.

COMMISSIONER VAN NATTA – Let me just respond to that. But the City isn't giving up anything that they agreed to and in a way neither is the owner and he has the right to ask and if there is no harm in making the change, I don't see the harm in approving it.

COMMISSIONER OWINGS – You know and I may agree with that final analysis, but the point is how we got there has to be correct and clear in our mind. We have every right to question this and it is not a matter of property rights, this is a question of contractual agreement between two parties and one party wants to change it.

PLANNING OFFICIAL TERELL – Commissioner Owings is exactly correct, that's why this item is before you because the City and the Applicant have to agree in order to change this contract.

VICE CHAIR BAKER – Okay another other comments?

COMMISSIONER RAMIREZ – Having said that, I believe that we need to be flexible. We need to be able to work together. Times change and things happen in a five year period, so whenever this contract was proposed and put in place, a lot has changed since. One thing I can agree with is our developer has a great proven track record. In fact when that Skechers was built, it was built way ahead of time and up to the cutting edge and as far as time frame goes, I believe that the developer completed and fulfilled all their obligations way ahead of schedule, so having said that, I find no harm in trusting the developer that either one day if he decides to sell this particular property or they decide to develop it, the fact is that this will help them and it will help us in moving the City forward. Now it is better for us to not develop something than not develop it and sit there for many, many years and have no one move into it. That doesn't make anybody any money and that doesn't make any sense, I believe that as long as we can come to an agreement to work together and be flexible, we'll be able to accomplish our mission. Thank you.

MV00106615

COMMISSIONER OWINGS – Respectfully I would like to point out to the Commissioner that this Development Agreement assures that there is a possibility that we could be 30 years from now and that land would be vacant, so if you want to do rapid development, you shouldn't enter into these kinds of agreements.

COMMISSIONER VAN NATTA – And I may add to that that I feel that we have to look at each one of these projects on their merit and on what was decided on this particular property. We can't go into something saying I trust this developer and I don't trust that developer or point to how a developer has behaved in any other development that he has done. We're talking about a specific plan for this specific piece of property and that's what we need to look at.

VICE CHAIR BAKER – Okay, any other comments? Okay, I guess we're at a point where we'll ask for a motion to approve this Resolution 2011-14. Do I have a motion?

COMMISSIONER RAMIREZ – I motion that we approve…

VICE CHAIR BAKER – Okay, would you do this for me Commissioner. Would you read in there that resolution? Here I'll give the sheet. We just need you to read into the record all the items there. Thank you.

COMMISSIONER RAMIREZ – I make a motion that we **APPROVE** Resolution No. 2011-14 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that P11-029 is exempt from the California Environmental Quality Act as the First Amendment would not Result in substantial changes to the Aquabella Development Agreement necessitating additional environmental review; and,

2. **APPROVE** P11-029, a First Amendment to the Aquabella Development Agreement to remove Planning Area 2, a 13.2 acre Parcel at the northeast corner of Cactus Avenue and Lasselle Street

VICE CHAIR BAKER – Do we have a second to Commissioner Ramirez's motion?

COMMISSIONER VAN NATTA – I'll second that

VICE CHAIR BAKER – That is seconded by Commissioner Van Natta. Okay let's poll the Commission and all those in favor?

Opposed – 0

MV00106616

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Thank you

PLANNING OFFICIAL TERELL – This item will be forwarded to the City Council for final review and action. That would tentatively occur on June 14th and that's all at this time.

MV00106617

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE :	**P11-029**
APPLICANT:	**Highland Fairview**
OWNER:	**Moreno Valley Properties**
REPRESENTATIVE:	**Wayne Peterson**
LOCATION:	**Northeast Corner of Lasselle Street & Cactus Avenue**
PROPOSAL:	**First Amendment to the Aquabella Development Agreement to remove Planning Area 2**
ENVIRONMENTAL DETERMINATION:	**Exempt**
COUNCIL DISTRICT:	**3**
STAFF RECOMMENDATION:	**Approval**

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

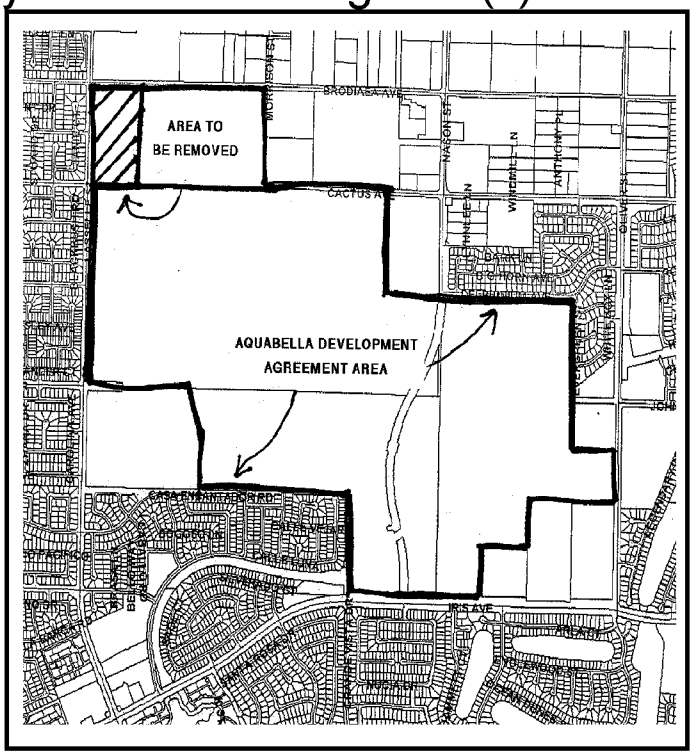

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 14, 2011 at 6:30 PM

CONTACT PLANNER: John C. Terell AICP
PHONE: (951) 413-3238

ATTACHMENT 4

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING TO CONSIDER APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to *approve and adopt the following proposed resolutions:*

Resolution No. CSD 2011-09	(Zone A)
Resolution No. CSD 2011-10	(Zone B)
Resolution No. CSD 2011-11	(Zone C)
Resolution No. CSD 2011-12	(Zone D)
Resolution No. CSD 2011-13	(Zone E)
Resolution No. CSD 2011-14	(Zone E-1A)
Resolution No. CSD 2011-15	(Zone E-3A)
Resolution No. CSD 2011-16	(Zone E-4A)
Resolution No. CSD 2011-17	(Zone M)
Resolution No. CSD 2011-18	(Zone S)

Approval of the proposed resolutions will continue the currently approved annual parcel charges and the proposed amount for each charge in fiscal year (FY) 2011/12. Parcel charges help to fund parks and community services, residential street lighting, arterial street lighting, maintenance of parkway landscaping, extensive parkway landscaping, internal parkway landscaping in certain areas, medians, and certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard, as described in the Preliminary Annual Levy Report on file in the office of the City Clerk.

ADVISORY COMMITTEE RECOMMENDATION

N/A.

BACKGROUND

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive proportional benefit from the services provided. Each of the zones represents either a different service or degree of service to particular properties within each zone.

The CSD Board conducted the Public Meeting on May 24, 2011, to provide the first opportunity for the public to address the CSD Board on the annual CSD charges.

Proposition 218
Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments. The City of Moreno Valley has reviewed Proposition 218 with respect to the CSD charge collection process. Based upon this review, it has been determined that the CSD charges as currently collected are in compliance with Proposition 218. Any future charge increases, other than an inflation adjustment that has been approved during a prior mail ballot proceeding, shall require a ballot, which will be conducted as outlined in Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings as originally adopted by the City Council and the CSD Board on January 22, 2002, and as most recently amended on April 26, 2011.

DISCUSSION

The following section lists the zones and summarizes the services provided by the CSD to each zone, along with the current FY 2010/11 and proposed FY 2011/ 12 annual charges. No charge increases for the following zones are proposed for FY 2011/12, unless adjusted through the mail ballot proceeding process or a previously authorized inflation adjustment implemented to achieve full-cost recovery. The inflation adjustment for FY 2011/12 is 1.34% and is based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics.

Zone A is authorized to provide park and community services citywide. All properties within the City boundaries are levied this charge to aid with current programs. The proposed FY 2011/12 charge is $87.50 per dwelling unit (residential), nonresidential parcels (commercial and industrial) and undeveloped parcels. (The current FY 2010/10 charge is $87.50.) The proposed FY 2011/12 levy for Zone A is approximately $4,964,837.50.

Zone B is authorized to provide residential street lighting services to specific residential areas within the zone. The funds collected pay for the monthly energy and maintenance charges to

operate residential streetlights. The charge is $23.00 per parcel for those properties which were annexed into the zone prior to 1999. Property owners that balloted after 1999 for Zone B services authorized an annual inflation adjustment, and will be charged $24.74 per parcel. There are also 65 parcels located south of Ironwood Avenue, east of Nason Street, with reduced streetlight services that pay $6.00 per parcel. The proposed FY 2011/12 levy for Zone B is approximately $935,414.24.

For 2010/11, to continue residential streetlight services, the General Fund will have contributed up to $675,000 of which $51,700 is a loan and $623,300 is a gift, to fund the revenue shortfall. For 2011/12, to continue the current level of residential streetlight services, Zone B shall continue to require an additional $675,000 from the City's General Fund, all of which will be a gift unless services are reduced or additional funding is provided by the property owners.

Zone C is authorized to provide arterial street lighting and intersection lighting on major roadways throughout the City. All properties within the City are levied this charge except those located within the boundaries of the Edgemont Community Services District, which contribute to an independent District for street light services. For FY 2011/12, the proposed charge for each parcel in the CSD is $9.00. (The current FY 2011/12 charge is $9.00.) The proposed FY 2011/12 levy for Zone C is approximately $428,200.

For 2011/12, unless services are reduced or additional funding is provided by the property owners Zone C shall require additional funding of approximately $130,000 to continue the current level of arterial streetlight services. If the City's General Fund provides any funds to meet the revenue shortfall, such contribution shall be considered a gift.

Zone D is authorized to provide parkway landscape maintenance services to the perimeters and/or entry statements of designated residential tract developments. A listing of the current FY 2010/11 charges per parcel for each tract and the proposed charges for FY 2011/12 are included in the Zone D Resolution. A majority of affected property owners, of certain tracts, authorized an inflation adjustment. For FY 2011/12, the CPI adjustment shall be applied to certain tracts as noted on the Zone D Resolution.

The CSD is in the process of conducting a mail ballot proceeding for an increase to the proposed charges to recover costs for the following tracts: 19862, 19912, 20941, 21737, 22371 and 31591. Tracts not approving the proposed increase shall receive a reduced service level of landscape maintenance in accordance with the Zone D Policy guidelines. The proposed FY 2011/12 levy for all Zone D tracts is approximately $1,272,898.50, which does not include the proposed increase for those Zone D tracts that are currently in the process of balloting.

Zone E is authorized to provide extensive parkway landscape maintenance of landscaped areas adjacent to ten (10) major residential/commercial developments. For FY 2011/12, the CPI charge adjustment shall be applied to each Zone E subzone if previously approved. The proposed annual charges for the subzones are included in the Zone E Resolution.

The CSD is in the process of conducting a mail ballot proceeding for an increase to the proposed charges to recover costs for the following Zone E subzones: E-1 (TownGate), E-2 (Hidden Springs), and E-4 (Moreno Valley Ranch East). Zone E subzones not approving the proposed increase shall receive a reduced service level of landscape maintenance in accordance with the Zone E Policy guidelines. The proposed FY 2011/12 levy for all Zone E subzones is approximately $2,375,583.64, which does not include the proposed increase for those Zone E subzones that are currently in the process of balloting.

Zone E-1A is authorized to provide internal parkway landscape maintenance to the Renaissance Park development. The proposed Zone E-1A charge for FY 2011/12 is $78.40 per parcel. (Current FY 2010/11 charge is $77.38.) The total FY 2011/12 levy for Zone E-1A is approximately $43,668.80.

Zone E-3A is authorized to provide internal parkway landscape maintenance to those tracts associated with the Lasselle Powerline Parkway area. The proposed Zone E-3A charge for FY 2011/12 is $68.10 per parcel. (Current FY 2010/11 charge is $67.20.)

The CSD is in the process of conducting a mail ballot proceeding for an increase to the Zone E-3A charge to cover increased costs of providing landscape maintenance services. If the proposed increase is not approved, E-3A shall receive a reduced service level of landscape maintenance in accordance with the Zone E Policy guidelines. The total FY 2011/12 levy for Zone E-3A is approximately $32,007.00, which does not include the proposed increase for Zone E-3A.

Zone E-4A is authorized to provide internal parkway landscape maintenance to the Daybreak development. The proposed Zone E-4A charge for FY 2011/12 is $110.46. (Current FY 2010/11 charge is $109.00.) The total FY 2011/12 levy for Zone E-4A is approximately $10,935.54.

Zone M is authorized to provide maintenance for improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The current FY 2010/11 charges and the proposed FY 2011/12 annual charges for Zone M are included in the Zone M Resolution. The total FY 2011/12 levy for Zone M is approximately $226,888.74.

Zone S is authorized to provide maintenance services to certain improvements along Sunnymead Boulevard between Frederick Street and Perris Boulevard. Charges for this zone are calculated by determining the proportional financial obligation, based on front linear footage, of the properties adjacent to the improvements. The Zone S charge for 2011/12 is $2.837520 per front linear footage, per year, which includes an inflation factor. The total FY 2011/12 levy for Zone S is approximately $54,007.74. (Current FY 2010/11 charge is $2.80 per front liner footage).

ALTERNATIVES

1. By conducting a Public Hearing, the CSD Board shall allow for the approval and adoption of the proposed resolutions. *Although not required under Proposition 218, City policy has been to continue holding a Public Hearing. By conducting the Public Hearing on June 14, 2011, property owners shall be given an opportunity to address the CSD Board regarding the continuation of the CSD annual charges for the associated benefit services. Approving CSD Zones D, E, E-1A, E-3A, E-4A and S charges as proposed by staff shall authorize the CSD to continue providing maintenance at the applicable service levels. Approving the proposed charge for CSD Zones A, B, C and M will partially fund park and community services (Zone A), residential street lighting services (Zone B), arterial street lighting services (Zone C) and improved median maintenance (Zone M). The County of Riverside requires that resolutions be approved annually to authorize collection of the annual CSD parcel charges on the property tax bills. Approval of these resolutions will satisfy the County requirement.*

2. By not approving and adopting the proposed resolutions, the charges may not be able to be levied by the County of Riverside. *Even though a Public Hearing is not required under Proposition 218 for the continuation of the CSD annual charges, City policy has been to continue holding a Public Hearing to allow the public to address the CSD Board. By not adopting the resolutions, the County may challenge the CSD's ability to place the CSD charges on the County property tax bill.*

FISCAL IMPACT

Property owners pay the CSD annual charges as a part of their property tax bill. Charges, including CPI adjustments, have been approved by the affected property owners through prior proceedings or are part of a current mail ballot proceeding. The annual inflation factor is based on the percentage change in the CPI for the prior calendar year. For FY 2011/12, the CPI adjustment is 1.34%.

CSD Zones D, E, E-1A, E-3A, E-4A and S annual charges are based on full-cost recovery and program operations that have no effect on the General Fund. Zones A, B, C, and M charges reduce any General Fund support required to provide services for these programs. **The funds collected through the CSD charges for Zones A, B, C, D, E, E-1A, E-3A, E-4A, M and S are restricted funds, which may only be used to pay for costs within each respective CSD Zone.**

Approving charges less than those proposed by staff may require a decrease to both the level and quality of service from that provided during FY 2010/11. The service levels may be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION
The CSD annual charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual charges support the preservation of the current services provided by the CSD.

PUBLIC FACILITIES
Providing services for parks, streetlights, landscaping, and medians allows for construction and maintenance of public facilities. The CSD maintenance of these public facilities ensures proper development and preservation of capital resources.

SUMMARY

The actions before the CSD Board are to conduct the Public Hearing, and to approve and adopt the resolutions for the continuation of the currently approved CSD parcel charges within each of the existing zones as submitted in the Preliminary Annual Levy Report. Since the adoption of Proposition 218 state legislation, public hearings to consider charges or fees already in place are not mandated; such hearings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County requires resolutions be approved annually to establish the authority to collect the annual CSD parcel charges on the property tax bills. Approval of the resolutions will satisfy the County requirement. The resolutions also include information in compliance with Proposition 218.

NOTIFICATION

On April 18, 2011, the CSD mailed individual notices to property owners of 48,229 parcels.

Newspaper advertising was published on May 6, 2011, for the May 24, 2011 Public Meeting and June 14, 2011 Public Hearing. Additionally, the June 14, 2011 Public Hearing notification was published on May 27, 2011 and again on June 8, 2011.

ATTACHMENTS

Attachment 1	Resolution for Zone A
Attachment 2	Resolution for Zone B
Attachment 3	Resolution for Zone C
Attachment 4	Resolution for Zone D
Attachment 5	Resolution for Zone E
Attachment 6	Resolution for Zone E-1A

Attachment 7 Resolution for Zone E-3A
Attachment 8 Resolution for Zone E-4A
Attachment 9 Resolution for Zone M
Attachment 10 Resolution for Zone S

Prepared by:
Sharon Sharp
Senior Management Analyst

Department Head approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. CSD 2011-09

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for parks and community services within the CSD and provides funding for such services, in part, through CSD Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone A (Parks and Community Services) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of charge as previously approved by the property owners for each per dwelling unit, nonresidential parcel or per undeveloped parcel within CSD Zone A is a necessary and equitable charge to fund, in part, the furnishing of parks and community services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of eighty-seven dollars and fifty cents ($87.50) to defray in part the costs of furnishing parks and community services within the CSD is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone A parcel charges are exempt from the provision of Proposition 218 as long as they are not increased and are therefore not subject to voter ratification at this time.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-10

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE B (RESIDENTIAL STREET LIGHTING) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for residential street lighting services within the CSD and provides funding for such services, in part, through CSD Zone B; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone B (Residential Street Lighting) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone B is a necessary and equitable charge to fund, in part, the residential street lighting services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The charge is hereby approved to be levied at the existing and previously approved respective rates of twenty-three dollars ($23.00), twenty-four dollars and seventy-four cents ($24.74), and six dollars ($6.00) as applicable.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone B, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone B is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

MV00106631

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-11

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE C (ARTERIAL STREET LIGHTING AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for intersection and arterial street lighting services within the CSD and provides funding for such services, in part, through CSD Zone C; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone C (Arterial Street Lighting and Intersection Lighting) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone C is a necessary and equitable charge to fund, in part, the arterial and intersection street lighting services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared that identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of nine dollars ($9.00) to defray in part the costs of furnishing arterial and intersection street lighting services within the CSD is hereby approved and adopted.

2. The herein approved service charge is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone C parcel charges are exempt from the provision of Proposition 218 as long as they are not increased and therefore are not subject to voter ratification at this time.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide parkway landscape improvement and maintenance services within the CSD and provides funding for such services, in part, through CSD Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Adjustment ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel or unit of real property within CSD Zone D is a necessary and equitable charge to fund, in part, the parkway landscape services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray in part the costs of furnishing parkway landscape services to the following tracts within the CSD is hereby approved and adopted as follows:

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
12305	Standard	$57.00	
12902	Standard	$74.28	
14387/12268	Standard	$57.00	
16769	Standard	$62.92	
18283	Standard	$57.00	
19141	Standard	$77.38	
19142	Standard	$57.00	
19233	Standard	$57.00	
19474	Standard	$57.00	
19496	Standard	$66.02	
19529	Standard	$72.22	
19533	Standard	$57.00	
19541	Standard	$95.96	
19675	Standard	$82.54	
19862	Standard	$152.82	$252.00
19912	Standard	$85.62	$129.00
20120	Standard	$97.00	
20197	Standard	$57.00	
20941	Standard	$106.38	$166.00
21345	Standard	$117.72	
21597	Standard	$479.32	
21737	Standard	$216.90	$431.00
21806	Standard	$71.20	
22180	Standard	$250.30	

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
22371	Standard	$295.32	$497.00
22999	Standard	$67.00	
27251-1	Standard	$471.22	
30967	Standard	$473.64	
31129	Standard	$83.58	
31268	Standard	$186.86	
31269	Standard	$221.84	
31305	Standard	$502.64	
31424	Standard	$221.84	
31591	Standard	$468.90	$628.00
31618	Standard	$368.86	
32005	Standard	$113.50	
32625	Standard	$1,013.40	
32715	Standard	$925.22	
33436	Standard	$42.56	
33637	Standard	$300.96	
33962	Standard	$500.60	
4-Custom Homes	Standard	$574.58	
10191/18468	Street Tree Program	$71.20	
11848	Reduced	$86.66	
12773	Reduced	$82.54	
13576/19080/19081	Street Tree Program	$33.00	
13585	Reduced	$57.00	
15387	Reduced	$57.00	
15433	Reduced	$92.86	
16768	Reduced	$66.02	
16770	Reduced	$57.00	
17033	Reduced	$178.62	
17176	Reduced	$57.00	
17334	Reduced	$349.62	
17387	Reduced	$57.00	
17457	Reduced	$81.50	
17867	Reduced	$57.00	
18512/21322	Reduced	$83.08	
18784/20906	Reduced	$179.36	

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
18930	Reduced	$79.44	
19032	Street Tree	$131.74	
19143	Reduced	$57.00	
19208	Reduced	$74.98	
19210	Reduced	$70.16	
19363	Reduced	$57.00	
19434	Reduced	$57.00	
19500	Reduced	$75.30	
19509	Reduced	$57.00	
19518/18372	Reduced	$57.00	
19551	Reduced	$97.28	
19685	Reduced	$72.22	
19799	Street Tree	$275.84	
19852	Reduced	$69.92	
19937	Reduced	$110.50	
19957	Street Tree	$69.92	
20030	Reduced	$103.28	
20032	Reduced	$57.00	
20072	Reduced	$90.18	
20272	Reduced	$121.70	
20301	Reduced	$57.00	
20404	Reduced	$106.40	
20525	Reduced	$57.00	
20552	Reduced	$57.00	
20660	Reduced	$108.44	
20715	Reduced	$95.24	
20718	Reduced	$143.52	
20859	Reduced	$66.88	
20869	Reduced	$57.00	
21113	Reduced	$57.00	
21332	Reduced	$99.04	
21333	Reduced	$214.84	
21616	Reduced	$382.84	
22093	Reduced	$139.84	
22276	Reduced	$199.24	
22277	Reduced	$272.62	

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
22889	Reduced	$191.92	
23046	Reduced	$183.00	
24721	Reduced	$57.00	
27526	Reduced	$165.20	
28882	Reduced	$106.38	
29038	Reduced	$61.88	
30027	Reduced	$203.68	
31257	Reduced	$1,083.52	
31269-1	Reduced	$304.62	
31284	Reduced	$128.80	
32018	Reduced	$70.16	

In the event that Tracts: 19862, 19912, 20941, 21737, 22371 or 31591 do not individually approve the maximum balloted charge by the majority of the property owners in the separate mail ballot proceedings, currently scheduled to be concluded at the public hearing on June 28, 2011, the charges hereby approved will be the FY 2011/12 Noticed/Maximum Parcel Charges prior to the results of mail ballot proceedings, as identified above.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone D, as set forth in the report on said charge filed with the Secretary of the District, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone D is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-13

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide extensive landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E and the various subzones thereof; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within the various subzones of Zone E of the CSD is a necessary and equitable charge to fund, in part, the extensive landscape maintenance services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray in part the costs of furnishing extensive landscape maintenance services within the CSD is hereby approved and adopted as follows:

Zone E (Extensive Landscape Maintenance)
FY 2011/12 Proposed Charges

Zone E	Specific Plan or Major Development	Landscape Maintenance Service Level	Charge Category	FY 2011/12 Noticed/Maximum Annual Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
E-1	TownGate	Standard	Per parcel	$128.04	$152.00
			Per acre for nonresidential/undeveloped parcels	$512.16	$608.00
			Per condo unit		
			Tract 34299	$57.78	$69.00
E-1A	Renaissance Park	Reduced	Per parcel	$78.40	
E-2	Hidden Springs	Standard	Per parcel	$403.78	$518.00
			Per Equivalent Dwelling Unit for undeveloped parcels	$403.78	$518.00
E-3	Moreno Valley Ranch - West	Reduced	Per parcel	$128.04	
			Per acre for nonresidential/undeveloped parcels	$512.16	
			Per condo unit		
			Tract 32142	$56.74	
			Tract 32143	$54.68	
			Tract 32144	$54.68	
			Tract 32145	$31.98	
			Tract 32146	$30.94	
E-3A	Lasselle Powerline Parkway	Standard	Per parcel	$68.10	$108.00
E-4	Moreno Valley Ranch - East	Standard	Per parcel	$110.00	$240.00
			Per acre for nonresidential/undeveloped parcels	$440.00	$960.00
E-4A	Daybreak	Standard	Per parcel	$110.46	
E-7	Centerpointe	Standard	Per acre	$688.90	
E-8	Promontory Park	Standard	Per condo unit	$190.50	
			Per parcel	$538.10	
E-12	Stoneridge Ranch	Standard	Per parcel	$402.30	
E-14	Mahogany Fields	Standard	Per parcel	$281.70	
E-15	Celebration	Standard	Per parcel	$337.46	
E-16	Shadow Mountain	Standard	Per parcel	$297.18	

2. The herein approved charges are hereby confirmed for each parcel of real property within the various subzones of CSD Zone E, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the service charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E-1A (RENAISSANCE PARK – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Renaissance Park walls/internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-1A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-1A (Renaissance Park Internal Parkway Landscape Maintenance) so collected on the tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property, within CSD Zone E-1A is a necessary and equitable charge to fund, in part, the internal parkway landscape maintenance services for Renaissance Park by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of seventy-eight dollars and forty cents ($78.40), which includes previously approved CPI adjustments, to defray in part the cost of furnishing Renaissance Park internal parkway landscape maintenance services within the CSD, is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-1A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E-1A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-15

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E-3A (LASSELLE POWERLINE PARKWAY INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Lasselle Powerline Parkway walls/internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-3A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property within CSD Zone E-3A is a necessary and equitable charge to fund, in part, walls/internal parkway landscape maintenance services for the Lasselle Powerline Parkway by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property that is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of sixty-eight dollars and thirty cents ($68.30), which includes previously approved CPI adjustments for CSD Zone E-3A (Lasselle Powerline Parkway) to defray in part the costs of furnishing internal parkway landscape maintenance services within the CSD is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-3A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone E-3A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-16

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E-4A (DAYBREAK DEVELOPMENT – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-4A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-4A (Daybreak Development - Internal Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone E-4A is a necessary and equitable charge to fund, in part, internal parkway landscape maintenance services for the Daybreak Development by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of one hundred ten dollars and forty-six cents ($110.46), which includes previously approved CPI adjustments for Zone E-4A (Daybreak Development) to defray in part the costs of internal parkway landscape maintenance services within the CSD hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-4A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E-4A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-17

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE M (COMMERCIAL/ INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide commercial/industrial/multifamily improved median maintenance services within the CSD and provides funding for such services, in part, through CSD Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for CSD Zone M (Commercial/industrial/multifamily improved median maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable commercial/industrial/multifamily property within CSD Zone M is a necessary and equitable charge to fund, in part, the improved median maintenance services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge is calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties, which includes previously approved CPI adjustments, to defray in part the costs of furnishing commercial/industrial/multifamily improved median maintenance services within the CSD, is hereby approved and adopted as follows:

Zone M
(Commercial/Industrial/Multifamily Median Maintenance)
FY 2011/12 Proposed Charges

Assessor Parcel Number (APN)	FY 2011/12 Noticed/Maximum Parcel Charges (1)
297-120-002	$994.74
297-120-003	$719.94
297-120-011	$1,501.92
297-120-012	$1,501.92
291-191-024	$347.06
297-130-046	$2,075.24
297-130-064	$855.28
297-140-049	$1,167.24
297-140-050	$1,200.30
297-141-001	$222.60
297-141-002	$222.60
297-141-003	$222.60
297-141-004	$222.60
297-141-005	$222.60
297-141-006	$222.60
297-140-052	$1,055.68
297-170-004	$3,687.72
482-700-001	$393.54
482-700-005	$393.54
484-020-023	$6,038.76
484-020-024	$7,380.60
297-130-039	$798.00
297-130-041	$1,957.00
297-130-042	$1,610.00
297-170-067	$14,825.26

Assessor Parcel Number (APN)	FY 2011/12 Noticed/Maximum Parcel Charges (1)
297-170-069	$10,998.10
297-170-071	$4,977.90
297-100-066	$789.54
297-100-074	$224.64
297-100-075	$150.98
297-120-016	$5,265.04
297-150-055	$6,089.36
486-250-021	$8,258.64
486-250-024	$7,973.02
486-250-025	$285.60
312-250-046	$3,739.36
482-540-030	$409.04
484-020-026	$2,852.02
479-070-050	$1,636.20
312-270-036	$2,677.46
316-210-074	$1,909.94
312-020-017	$1,613.48
312-020-018	$1,538.06
312-020-020	$600.14
312-360-001	$1,438.98
312-360-002	$677.20
312-360-003	$463.64
312-360-004	$1,625.12
312-360-005	$1,261.96
312-360-006	$2,043.12
312-360-007	$798.26
312-360-008	$752.58
312-360-009	$835.96
312-360-010	$845.08
312-360-011	$678.36
485-220-030	$2,045.28
485-220-031	$306.76
486-070-004	$3,021.44
486-070-012	$263.56
486-070-013	$261.16
486-070-011	$3,021.44
485-081-035	$320.20
484-030-015	$1,600.76
478-070-029	$7,655.38
486-240-009	$9,962.10

Assessor Parcel Number (APN)	FY 2011/12 Noticed/Maximum Parcel Charges (1)
484-030-020	$628.02
484-030-022	$628.02
488-090-031	$2,133.04
488-090-032	$125.90
488-090-033	$1,434.74
488-090-037	$385.38
488-090-038	$356.76
488-090-039	$333.88
488-090-040	$381.56
488-090-043	$112.54
488-090-047	$364.38
488-090-048	$291.88
488-090-049	$70.56
488-090-050	$137.34
488-090-051	$873.80
488-090-052	$59.12
488-090-053	$49.56
488-090-054	$259.46
488-090-055	$150.70
488-090-056	$110.64
488-090-057	$202.20
488-090-064	$175.52
488-090-071	$1,013.08
488-090-073	$148.80
488-090-074	$465.50
488-090-076	$272.80
488-090-082	$99.18
488-090-083	$360.58
488-090-084	$11.42
488-090-085	$356.74
474-120-037	$3,222.86
484-242-020	$3,026.62
488-350-041	$33,016.04
488-350-047	$2,822.34
488-350-035	$6,973.86
486-280-041	$9,906.66
292-230-006	$220.00
292-230-055	$374.94
263-111-046	$2,355.18

(1) The applied parcel charge may be less than the noticed amount based on either estimated or actual costs.

2. The herein approved charge calculation is hereby confirmed for each parcel of real property within CSD Zone M, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone M is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-18

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") shall provide maintenance for improvements under construction along Sunnymead Boulevard from Frederick Street to Perris Boulevard; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance) along from Frederick Street to Perris Boulevard be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI"), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone S is a necessary and equitable charge to fund, in part, the furnishing of ongoing maintenance for improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held a said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of $2.837520 per front linear footage, per year, which includes an inflation factor, to defray in part the costs of ongoing maintenance for improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard within the CSD is hereby approved and adopted.

2. The herein approved parcel charges calculated is hereby confirmed for each said parcel of real property within CSD Zone S, as set forth in the report on said charge filed with the CSD Secretary, as such may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone S is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passages of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charge calculation to the Auditor of the County of Riverside and to the Tax Collector of said County, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2011/2012 ANNUAL RATES

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice;

2. Adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

ADVISORY COMMITTEE RECOMMENDATION

Not Applicable

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local

agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.

On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance. The requirements include a higher-level effort to divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the "NPDES Regulatory Rate Schedule for New Residential Development." The "NPDES Regulatory Rate Schedule for New Residential Development" was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development." The "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development" was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

The City Council conducted the Public Meeting on May 24, 2011, to provide an opportunity for the public to address the City Council on the proposed FY 2011/2012 annual NPDES regulatory rates.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. Conducting the Public Hearing allows property owners an opportunity to address the City Council regarding the continuation of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development."

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program. The Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties from Feb. 2009 – Feb. 2010 was +1.4%. Due to that small increase, staff recommended at that time no adjustment to the annual rates occur. From Feb. 2010 – Feb. 2011, the CPI was +2.4%. Due to this increase, staff recommends that we combine the CPI from Feb. 2009 – Feb. 2010 and Feb. 2010 – Feb. 2011 for a total adjustment of the annual rates of +3.8% (1.4% + 2.4%). This increase is associated with utility cost increases and maintaining program service levels.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		**Current Maximum Annual Rate FY 2010/2011**	**Proposed Maximum Annual Rate FY 2011/2012 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$35.00/Parcel	$36.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	$69.00/Parcel	$72.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	$31.00/Parcel	$32.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	$60.00/Parcel	$62.00/Parcel
LEVEL IV	Water Quality System Retrofit.	$138.00/Parcel	$143.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		**Current Maximum Annual Rate FY 2010/2011**	**Proposed Maximum Annual Rate FY 2011/2012 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$35.00/Parcel	$36.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	$170.00/Parcel	$176.00/Parcel

ALTERNATIVES

1. Approve that the City Council conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

2. Do not approve that the City Council conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the

Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll." *By not conducting the Public Hearing and adopting the resolution, the County of Riverside ("County") may challenge our ability to place the NPDES rates on the County property tax bill.*

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the percentage change in the Los Angeles-Riverside-Orange County CPI for the prior calendar year. For FY 2009/2010, the percentage change was +1.4%. For FY 2010/2011 the percentage change was +2.4%. Over the two year period the combined percentage change is +3.8%.

For Fiscal Year 2011/2012 the maximum annual regulatory rate per parcel for single-family residential development is $283 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is $212 (includes Levels I and II combined from Table 2).

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

The proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.

Public Facilities and Capital Projects

The revenue collected from the proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to conduct the Public Hearing, and to adopt the resolution authorizing and approving the levy of the annual NPDES regulatory rates, on certain benefiting properties within the City as submitted in the NPDES Special Levy Report. While state law, after adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such hearings were required under state statutes before adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County collects the rates each year on the property tax bill. The County requires an annual resolution be approved to establish the authority to collect the annual NPDES rate on the tax bill. Approval of the resolution will satisfy the County requirement. The resolution also includes information on compliance with Proposition 218.

NOTIFICATION

- Publication of Agenda

- Newspaper advertising was published on May 4, 2011, with information about the May 24, 2011, Public Meeting and the June 14, 2011, Public Hearing. Additionally, the June 14, 2011, Public Hearing notification was published on May 19, 2011, and again on May 26, 2011.

ATTACHMENTS/EXHIBITS

Attachment "1" – Proposed Resolution

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Kent Wegelin
Storm Water Program Manager

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-56

A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE LEVY OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT ON THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain Permits to discharge storm water runoff into municipally owned drainage facilities; and,

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and,

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code by relating to the establishment and collection of the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and,

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and,

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and,

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and,

WHEREAS, the City Council heretofore caused a report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and,

WHEREAS, the City Council held a Public Hearing on June 14, 2011, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and,

WHEREAS, on June 14, 2011, the City Council reviewed and considered the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program; and,

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

1. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.

2. The maximum rate to be collected for fiscal year (FY) 2011/2012 shall be $283.00 per parcel for new residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

3. The maximum rate to be collected for FY 2011/2012 shall be $212.00 per parcel for new common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

4. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.

5. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.

6. The effective date of this Resolution shall be June 14, 2011.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. 2011-57 establishing the appropriations limit at $89,463,807 for the City of Moreno Valley for Fiscal Year 2011-12.

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the City's Fiscal Year 2011-12 appropriations limit is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The City's appropriations limit for Fiscal Year 2009-10 was $84,193,306. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0626. This results in a Fiscal Year 2011-12 appropriations limit of $89,463,807.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in County population was used since it was greater than the City's (+3.54% vs. +3.66%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+2.51%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The City's total projected revenue proceeds from the General Fund are $71,600,310. Of this amount, $54,120,708 is identified as coming from tax proceeds, while $17,479,602 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2011-12 Preliminary Base Operating Budget contains appropriations subject to the limitation of $54,120,708. This amount is $35,343,099 below the City's legal appropriations limit of $89,463,807.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Adopt Resolution No. 2011-57 establishing the City's Fiscal Year 2011-12 appropriations limit at $89,463,807;

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The City is safely within its legal appropriations limit for Fiscal Year 2011-12.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the City is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2011-12, the City's appropriations limit is calculated to be $89,463,807. The City's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $54,120,708. Therefore, the portion of the Fiscal Year 2011-12 Preliminary Base Operating Budget subject to the limit is $35,343,099 less than the City's Fiscal Year 2011-12 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2011-12 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1- Resolution No. 2011-57
Exhibit A - Proceeds of Tax Calculation
Exhibit B - Appropriations (Gann) Limit Calculation
Exhibit C - Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

-

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council has received the Preliminary Base Operating Budget for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Administrative Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2011-12 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council; and

WHEREAS, the appropriations limit for the City of Moreno Valley for Fiscal Year 2011-12 is hereby established at $89,463,807, and the total annual appropriations subject to such limitation for Fiscal Year 2011-12 is estimated to be $54,120,708.

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

1. That $89,463,807 is hereby established as the appropriations limit for the City of Moreno Valley for Fiscal Year 2011-12.

2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
GENERAL FUND FY 11/12

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Property (1)	$ 22,086,000		$ 22,086,000
Sales (2)	10,949,760		10,949,760
Motor Vehicle In-Lieu	400,000		400,000
Business Gross Receipts	1,100,000		1,100,000
Utility Users	15,700,000		15,700,000
Other Taxes	1,025,000		1,025,000
Fees			
Franchise		5,030,000	5,030,000
Development Fees		2,832,750	2,832,750
Other Fees, Permits & Licenses		3,490,904	3,490,904
Fines & Forfeitures		1,000,000	1,000,000
Administrative Charges		2,270,000	2,270,000
Intergovernmental		247,000	247,000
Miscellaneous		1,685,396	1,685,396
Total	$ 51,260,760	$ 16,556,050	$ 67,816,810
% of Total	75.59	24.41	100.00
Allocation of Interest	2,859,948	923,552	3,783,500
Adjusted Total	$ 54,120,708	$ 17,479,602	$ 71,600,310

Revenues are based on FY 2011/12 Proposed Budget

Notes:
(1) Includes Property Tax In-Lieu of Vehicle License Fees In-Lieu
(2) Includes Property Tax In-Lieu of Sales Tax

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
GENERAL FUND FY 11/12

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2011/12 Total Revenue *			$ 71,600,310
Less: Non-Proceeds of Tax			17,479,602
A) Total Appropriations Subject to the Limit			$ 54,120,708
APPROPRIATIONS LIMIT			
B) FY 2010/11 Appropriations Limit			$ 84,193,306
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	2.51	1.0251	
Population Adjustment - PA	3.66	1.0366	
Change Factor (CPI x PA)		1.0626	
D) Increase in Appropriations Limit			5,270,501
E) FY 2011/12 Appropriations Limit (B x C)			$ 89,463,807
REMAINING APPROPRIATIONS CAPACITY			
(E - A)			$ 35,343,099
Remaining Capacity as a Percent of the FY 2011/12 Appropriations Limit			39.51

* Revenues based upon FY 2011/12 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,776
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,143
1986/87	2.30%	13.34%	$10,739,623	$7,182,998	$3,556,625	$1,730,616	$571,404	$1,159,212
1987/88	3.40%	21.27%	$13,419,869	$8,186,487	$5,233,382	$2,162,519	$514,685	$1,647,834
1988/89	3.93%	13.98%	$15,897,098	$9,117,625	$6,779,473	$2,561,707	$595,770	$1,965,937
1989/90	4.98%	11.53%	$18,612,989	$10,193,243	$8,419,746	$2,999,354	$973,431	$2,025,923
1990/91	4.21%	12.34%	$21,790,136	$12,168,319	$9,621,817	$3,511,329	$1,447,368	$2,063,961
1991/92	4.14%	9.53%	$25,184,125	$12,702,824	$12,481,301	$4,058,248	$1,068,016	$2,990,232
1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
1993/94	2.72%	3.69%	$27,915,333	$22,167,783	$5,747,550	$4,498,364	$1,090,166	$3,408,198
1994/95	0.71%	2.56%	$28,833,747	$22,191,470	$6,642,277	$4,646,360	$839,650	$3,806,710
1995/96	4.72%	2.66%	$30,999,161	$21,770,020	$9,229,141	$4,995,302	$1,018,520	$3,976,782
1996/97	4.67%	1.91%	$33,066,805	$22,117,750	$10,949,055	$5,328,489	$952,480	$4,376,009
1997/98	4.67%	0.19%	$34,677,158	$22,635,500	$12,041,658	$5,587,986	$952,480	$4,635,506
1998/99	4.15%	4.44%	$37,718,345	$23,919,000	$13,799,345	$6,078,052	$1,000,500	$5,077,552
1999/00	4.53%	2.29%	$40,328,454	$26,298,904	$14,029,550	$6,498,653	$1,796,366	$4,702,287
2000/01	4.91%	3.36%	$43,728,143	$27,701,784	$16,026,359	$7,046,489	$1,831,589	$5,214,900
2001/02	7.82%	5.68%	$49,823,846	$30,910,955	$18,912,891	$8,028,770	$2,074,425	$5,954,345
2002/03	-1.27%	3.88%	$51,099,336	$34,456,312	$16,643,024	$8,234,307	$2,244,708	$5,989,599
2003/04	2.31%	3.72%	$54,226,615	$37,805,936	$16,420,679	$8,738,247	$2,465,590	$6,272,657
2004/05	3.28%	4.17%	$58,342,415	$42,094,636	$16,247,779	$9,401,480	$2,727,571	$6,673,909
2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002

MV00106693

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board Members of the Moreno Valley Community Services District

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Staff recommends that the Board:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. CSD 2011-19 establishing the appropriations limit at $14,416,480 for the Moreno Valley Community Services District for Fiscal Year 2011-12.

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85

appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the Fiscal Year 2011-12 appropriations limit for the Moreno Valley Community Services District (District) is presented in Exhibit A, Proceeds

of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The District's appropriations limit for Fiscal Year 2010-11 was $13,567,175. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0626. This results in a Fiscal Year 2011-12 appropriations limit of $14,416,480.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in County population was used since it was greater than the City's (+3.54% vs. +3.66%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+2.51%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The total projected revenue proceeds from the District are $16,236,807. Of this amount, $3,146,478 is identified as coming from tax proceeds, while $13,090,329 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2011-12 Preliminary Base Operating Budget contains appropriations subject to the limitation of $3,146,478. This amount is $11,270,002 below the District's legal appropriations limit of $14,416,480.

ALTERNATIVES

The following alternatives are available to the Board:

1. Adopt Resolution No. CSD 2011-19 establishing the District's Fiscal Year 2011-12 appropriations limit at $14,416,480.

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The District is safely within its legal appropriations limit for Fiscal Year 2011-12.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the Moreno Valley Community Services District (District) is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2011-12, the District's appropriations limit is calculated to be $14,416,480. The District's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $3,146,478. Therefore, the portion of the Fiscal Year 2011-12 Preliminary Base Operating Budget subject to the limit is $11,270,002 less than the District's Fiscal Year 2011-12 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2011-12 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1- Resolution No. CSD 2011-19
Exhibit A - Proceeds of Tax Calculation
Exhibit B – Appropriations (Gann) Limit Calculation
Exhibit C - Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2011-19

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has received the Preliminary Base Operating Budget for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Administrative Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2011-12 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District; and

WHEREAS, the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2011-12 is hereby established at $14,416,480, and the total annual appropriations subject to such limitation for Fiscal Year 2011-12 is estimated to be $3,146,478.

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

1. That $14,416,480 is hereby established as the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2011-12.

2. The District's Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the

District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriations limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
COMMUNITY SERVICES DISTRICT FY 11/12

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Zone A - Parks & Recreation	$ 1,695,100		$ 1,695,100
Zone B - Residential Lights	94,200		94,200
Zone C - Arterial Lights	97,800		97,800
Zone L - Library Services	1,244,800		1,244,800
Fees			
Zone A - Parks & Recreation		5,734,800	5,734,800
Zone B - Residential Lights		933,352	933,352
Zone C - Arterial Lights		431,186	431,186
Zone D - Standard Landscaping		1,138,180	1,138,180
Zone E - Extensive Landscaping		2,444,438	2,444,438
Zone L - Library Services		73,600	73,600
Zone M - Median Fund		182,031	182,031
Miscellaneous			
Zone A - Parks & Recreation		495,600	495,600
Zone E - Extensive Landscaping		3,800	3,800
Transfers In			
Zone A - Parks & Recreation		307,500	307,500
Zone B - Residential Lights		675,000	675,000
Zone L - Library Services		506,800	506,800
Zone M - Median Fund		103,400	103,400
Total	$ 3,131,900	$ 13,029,687	$ 16,161,587
% of Total	19.38	80.62	100.00
Allocation of Interest *	14,578	60,642	75,220
Adjusted Total	$ 3,146,478	$ 13,090,329	$ 16,236,807

Interest consists of the following:
Zone A - $0
Zone B - $0
Zone C - $4,500
Zone D - $720
Zone E - $70,000
Zone L - $0
Zone M - $0

Revenues are based upon FY 2011/12 Proposed Budget

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
COMMUNITY SERVICES DISTRICT FY 11/12

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2011/12 Total Revenue *			$ 16,236,807
Less: Non-Proceeds of Tax			13,090,329
A) Total Appropriations Subject to the Limit			$ 3,146,478
APPROPRIATIONS LIMIT			
B) FY 2010/11 Appropriations Limit			13,567,175
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	2.51	1.0251	
Population Adjustment - PA	3.66	1.0366	
Change Factor (CPI x PA)		1.0626	
D) Increase in Appropriations Limit			849,305
E) FY 2011/12 Appropriations Limit (B x C)			$ 14,416,480
REMAINING APPROPRIATIONS CAPACITY (E - A)			$ 11,270,002
Remaining Capacity as a Percent of the FY 2011/12 Appropriations Limit			78.17

* Revenues based upon FY 2011/12 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,776
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,143
1986/87	2.30%	13.34%	$10,739,623	$7,182,998	$3,556,625	$1,730,616	$571,404	$1,159,212
1987/88	3.40%	21.27%	$13,419,869	$8,186,487	$5,233,382	$2,162,519	$514,685	$1,647,834
1988/89	3.93%	13.98%	$15,897,098	$9,117,625	$6,779,473	$2,561,707	$595,770	$1,965,937
1989/90	4.98%	11.53%	$18,612,989	$10,193,243	$8,419,746	$2,999,354	$973,431	$2,025,923
1990/91	4.21%	12.34%	$21,790,136	$12,168,319	$9,621,817	$3,511,329	$1,447,368	$2,063,961
1991/92	4.14%	9.53%	$25,184,125	$12,702,824	$12,481,301	$4,058,248	$1,068,016	$2,990,232
1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
1993/94	2.72%	3.69%	$27,915,333	$22,167,783	$5,747,550	$4,498,364	$1,090,166	$3,408,198
1994/95	0.71%	2.56%	$28,833,747	$22,191,470	$6,642,277	$4,646,360	$839,650	$3,806,710
1995/96	4.72%	2.66%	$30,999,161	$21,770,020	$9,229,141	$4,995,302	$1,018,520	$3,976,782
1996/97	4.67%	1.91%	$33,066,805	$22,117,750	$10,949,055	$5,328,489	$952,480	$4,376,009
1997/98	4.67%	0.19%	$34,677,158	$22,635,500	$12,041,658	$5,587,986	$952,480	$4,635,506
1998/99	4.15%	4.44%	$37,718,345	$23,919,000	$13,799,345	$6,078,052	$1,000,500	$5,077,552
1999/00	4.53%	2.29%	$40,328,454	$26,298,904	$14,029,550	$6,498,653	$1,796,366	$4,702,287
2000/01	4.91%	3.36%	$43,728,143	$27,701,784	$16,026,359	$7,046,489	$1,831,589	$5,214,900
2001/02	7.82%	5.68%	$49,823,846	$30,910,955	$18,912,891	$8,028,770	$2,074,425	$5,954,345
2002/03	-1.27%	3.88%	$51,099,336	$34,456,312	$16,643,024	$8,234,307	$2,244,708	$5,989,599
2003/04	2.31%	3.72%	$54,226,615	$37,805,936	$16,420,679	$8,738,247	$2,465,590	$6,272,657
2004/05	3.28%	4.17%	$58,342,415	$42,094,636	$16,247,779	$9,401,480	$2,727,571	$6,673,909
2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002

MV00106703

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 14, 2011

TITLE: A PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA10-0035) TO IMPLEMENT NEW DESIGN STANDARDS TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. RECOGNIZE that PA10-0035 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

2. Introduce Ordinance No 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4)

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its May 12, 2011, meeting approved Planning Commission Resolution 2011-11, recommending by a 6-0 vote that the City Council recognize that PA10-0035 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section15061 (Minor Alterations in Land Use Limitation) as defined by Section 15378.

During the Planning Commission Hearing, the Commission voted to approve the item with no questions or discussion.

BACKGROUND

The proposed changes are required to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit covering The City of Moreno Valley. Compliance is required by July 29, 2011. The MS4 permit requires that the City promote green infrastructure/Low Impact Development (LID) techniques for all new and redevelopment projects. The City is currently regulated under the 2002 NPDES MS4 permit which is now expired and has been superseded by the new 2010 NPDES MS4 permit, effective January 29, 2010.

Low Impact Development (LID) is used to describe the land planning and engineering design approach to managing stormwater runoff by reducing and/or retaining runoff. LID emphasizes conservation and the use of on-site natural features to protect water quality. Various design techniques including the use of permeable surfaces, increased landscape areas, and limited hardscape areas help to promote on-site water retention and infiltration to clean the water of contaminants prior to the water being discharged form the site into storm drains and flood control channels. Hardscape areas increase the runoff and the amount of water that needs to be cleaned for water quality purposes.

DISCUSSION

This proposed amendment would modify various provisions of the Municipal Code Sections 9.03 Residential Development, 9.08, Grading 9.11, Parking, Pedestrian and Loading Requirements, 9.16, Design Guidelines, and 9.17 Landscape Requirements providing new design standards promoting green infrastructure/low impact development (LID) techniques. The proposed site design requirements and preferences are intended to reduce the runoff and the costs associated with cleaning runoff. Additionally, all projects are required to include "Best Management Practices" (BMPs) which provide measures designed to prevent or reduce the discharge of pollutants directly or indirectly into regulated waters of the United States.

The following are the proposed changes to the Municipal Code, Title 9 for Planning and Zoning.

9.03.040 Residential Development

CURRENT STANDARDS	PROPOSED CHANGES
Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of	Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of

private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials except for necessary walks and fences.	private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with permeable surfaces where feasible to reduce run off.
6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.	6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.	Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.
Section G 12. Trash enclosures shall be designed to be compatible with the project's	Section G 12. Trash enclosures shall include solid roofs and be designed to be

architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.	compatible with the project's architecture.

9.08.080 Grading

CURRENT STANDARDS	PROPOSED CHANGES
Section A. Lots slope toward, rather than away from the street; unless otherwise approved by the city engineer.	Section A. Lots slope to landscape areas or permeable surfaces unless otherwise approved by the city engineer;

9.11 Parking, Pedestrian and Loading Requirements

9.11.010 Purpose and intent.

CURRENT	PROPOSED
Section E. Implement general plan circulation and energy conservation policies (Ord. 359 (part), 1992)	Section E. Implement general plan circulation and energy conservation policies; and ~~(Ord. 359 (part), 1992)~~
New	Section F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.

9.11.040 Off-street parking requirements

CURRENT	PROPOSED
Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the minimum off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-	Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-

public uses	public uses. Parking provided above the amount of required off-street parking must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas;
911.040 A-12 Table The table states the minimum requirement for parking based on the use.	The table will state the "required" parking based on the use.

9.11.060 Off-street bicycle parking requirements

CURRENT	PROPOSED
Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition	Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

9.11.080 Design standards.

CURRENT	PROPOSED
New	25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Permeable surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.
Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be a minimum of nine feet in width eighteen (18) feet in depth (see Figure 9.11.080-5).	Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine (9) feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved ~~in~~ depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be

	included in the required landscape setback). (see Figure 9.11.080-5).
~~Figure 9.11.080-5~~	Figure 9.11.080-5 modified to reflect 16 feet Nonparallel Parking Spaces
~~Figure 9.11.080-6~~	Figure 9.11.080-6 Parking Space Striping Requirements modified to reflect both 16 feet and 18 feet in depth parking spaces labeled as 911.080-6A and 9.11.080-6B
Section C 1. Drainage. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.	Section C 1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.
Figure 9.11.080-6	Figure 9.11.080-6, Parking Space Striping Requirements-- modified to reflect parking space dimension requirements.
Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer.	Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use permeable surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

9.11.100 Circulation-Pedestrian

CURRENT	PROPOSED
Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation.	Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of permeable paving surfaces is recommended where feasible.

9.16 Design Guidelines

9.16.010 Introduction and scope of guidelines.

CURRENT	PROPOSED
~~Section A.~~ ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commissions and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~	Section A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

9.16.110 Objectives, generally.

CURRENT	PROPOSED
Section C. 6. Providing for conservation of	Section C. 6. Providing for conservation of

natural resources through building orientation, site amenities and architectural treatment,	natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of permeable surfaces to reduce water run off;
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape requirements. ~~guidelines as adopted by Ordinance No. 247.~~

9.16.120 General guidelines.

CURRENT	PROPOSED
Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view.	Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design for aesthetics and shall convey water to landscape areas for water quality.
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape requirements. ~~guidelines as adopted by Ordinance No. 247.~~

9.16.130 Single-family residential.

CURRENT	PROPOSED
Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for	Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for

storage/yard access.	storage/yard access. Permeable surfaces are required for such areas within required setbacks.
11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements.	11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Permeable surfaces are recommended where feasible.

9.16.140 Multifamily residential shall be deleted in its entirety.

The multifamily residential design guidelines were incorporated into section 9.03.040 of the Municipal Code which was approved September 22, 2009.

9.16.150 Commercial (retail, office, mixed use).

CURRENT	PROPOSED
Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be located inside the exterior walls of a structure.	Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

9.16.160 Business park/industrial.

CURRENT	PROPOSED
Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided (Ord. 359 (Attach. 2 (part)), 1992)	Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided. Permeable surfaces are recommended where feasible. (Ord.

	359 (Attach. 2 (part)), 1992)

9.16.220 Roadway Circulation.

CURRENT	PROPOSED
Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)	Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)

9.16.235 Hillside Development.

CURRENT	PROPOSED
Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.	Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Permeable surfaces are recommended where feasible.

9.17 Landscape and Water Efficiency Requirements

9.17.050 Parking and drive-through landscape areas.

CURRENT	PROPOSED
Opening paragraph. Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and	Opening paragraph. Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance

ambient temperatures through the use of canopy trees. The following standards apply:	the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:
3. Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director. Openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality.	3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

9.17.070 Single family residential development.

CURRENT	PROPOSED
6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback.	6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

917.080 Multifamily residential development.

CURRENT	PROPOSED
Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of	Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of

plant materials, except for necessary walks and fences/walls.	plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

9.17.090 Commercial, industrial, public and quasi-public development.

CURRENT	PROPOSED
Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.	Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of permeable surface areas that reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

917.110 Erosion control/slope planting.

CURRENT	PROPOSED
5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability.	5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

917.150 Water efficiency requirements.

CURRENT	PROPOSED
New	11. Direct all runoff from roofs and hardscape areas to landscaping areas.

New	12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

ALTERNATIVES

1. Approve the proposal as submitted.
2. Approve the proposal with modifications to address City Council concerns.
3. Refer the proposal back to the Planning Commission.
4. Deny the proposal.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

The proposed amendments to the City of Moreno Valley Municipal Code would provide a comprehensive document promoting green infrastructure/Low Impact Development (LID) techniques for all projects to reduce on-site water retention and infiltration to clean the water of contaminants prior to the water being discharged form the site into storm drains and flood control channels, in compliance with the adopted 2010 NPDES MS4 permit covering the City.

NOTIFICATION

Notice of the City Council public hearing of the public notice, appeared in the *Press Enterprise* newspaper on June 3, 2011.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Ordinance for Municipal Code Amendment
3. Municipal Code Revisions for Title 9 w/strike out and additions underlined/bolded in blue.
4. Landscape Standards pages with additions bolded in blue.
5. Planning Commission Staff Report dated May 12, 2011
6. Planning Commission Minutes for May 12, 2011

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE OF CITY COUNCIL PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT TO THE MUNICIPAL CODE PROVISIONS TO IMPLEMENT NEW DESIGN STANDARDS PROMOTING GREEN INFRASTRUCTURE/LID TECHNIQUES TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT WHICH IS DESIGNED TO MINIMIZE IMPACTS FROM NEW DEVELOPMENT AS WELL AS REDEVELOPMENT PROJECTS DISCHARGING URBAN WATERS TO WATERS OF THE U.S. THE RESIDENTIAL DEVELOPMENT, GRADING, PARKING, PEDESTRIAN AND LOADING REQUIREMENTS, DESIGN GUIDELINES, AND LANDSCAPE REQUIREMENTS SECTIONS HAVE BEEN REVISED.

The proposed amendment (PA10-0035) would change the various Moreno Valley Municipal Code provisions to minimize the impacts and convey surface drainage into landscape areas for water quality, retention and absorption.

The Municipal Code Amendment (PA10-0035) proposes changes to the following sections:

- 9.03 Residential Development
- 9.08 Grading
- 9.11 Parking, Pedestrian and Loading Requirements
- 9.16 Design Guidelines
- 9.17 Landscape Requirements and Landscape Standards

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. The amendment is proposed to be exempt under California Environmental Quality Act Guidelines Section 15061 as defined by Section 15378.

Any person interested in the proposed project may contact Julia Descoteaux, Associate Planner at (951) 413-3209 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday) or may telephone (951) 413-3206 for further information.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, June 14, 2011
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT 1

ORDINANCE NO. 826

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS

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

SECTION 1. FINDINGS:

1.1 All prior enactments of the City, which are in conflict with the Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2 FINDINGS:

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on June14, 2011, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan – The proposed amendment is consistent with the General Plan and its goals, objectives, policies and programs.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment provides an update to the existing code to ensure compliance with the new National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit which was effective January 29, 2010, with compliance by July 29, 2011. The updates include sections pertaining to residential development, grading, parking pedestrian and loading requirements, design guidelines and the landscape requirements.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Intent of Zoning Regulations – The proposed amendment is consistent with the purposes and intent of Title 9 of the Municipal Code.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

3.2 Section 9.03.040 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.03.040 Residential site development standards.

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**

Lot Size	Standards
Under 40,000 s.f.	R2 district standards
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

B. Hillside Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community & Economic Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes

as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	**Standards**
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.

Slope Class	Standards
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

Figure 9.03.040-1
Residential Lot Information

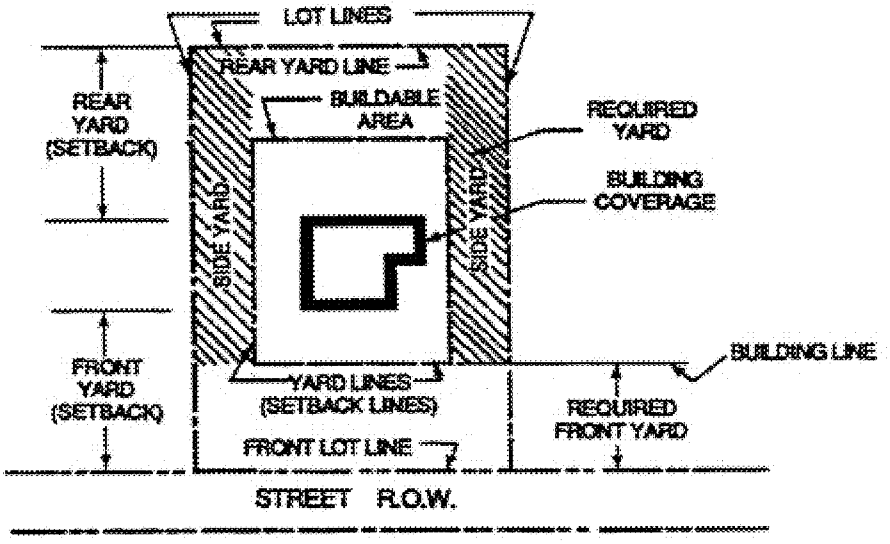

Figure 9.03.040-2
Residential Yard Descriptions

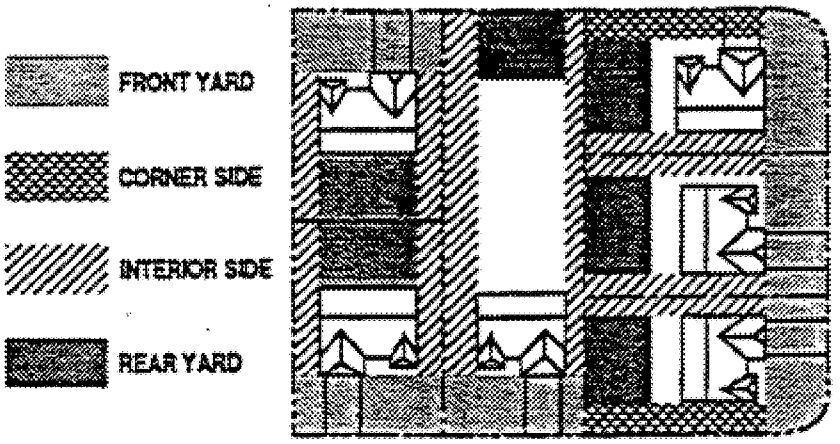

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	**R1**	**R2**	**RA2**	**R3**	**R5**	**RS10**
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%

Requirement	R1	R2	RA2	R3	R5	RS10
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

Notes to Residential Site Development Standards Table 9.03.040.6.

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

Table 9.03.040-7

Residential Site Development Standards

Multifamily Standards

Requirement	R10	R15	R20	R30
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet Interior side yard Street side yard	 10 20	 10 20	 10 20	 10 feet plus 2 feet for every 5 feet in height over 30 feet 20
Requirement	**R10**	**R15**	**R20**	**R30**
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

* The term "DUs" means dwelling units.

Note to Residential Site Development Standards Table 9.03.040-7.

1. Minimum dwelling sizes in multiple-family projects shall be as follows:

a. One bedroom: four hundred fifty (450) square feet;

b. Two bedroom: eight hundred (800) square feet;

c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

b. Automatic garage door openers;

c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce run off.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.

11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.

12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.

13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.

14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.

15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.

16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

a. Intimate, shaded outdoor seating areas;

b. A network of pathways, providing interesting walking experiences;

c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;

d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;

e. Security;

f. Direct ambulance access (senior housing projects);

g. Parking close to units;

h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.72, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)"

3.3 Section 9.08.080 Grading of Chapter 9 of the City of Moreno Valley Municipal Code is herby amended to read as follows:

"9.08.080 Grading.

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope to landscape areas or pervious surfaces unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003: Ord. 359 (part), 1992)"

3.4 Section 9.11 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"**9.11.010 Purpose and intent.**

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;

B. Ensure the maneuverability of emergency and service vehicles;

C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;

D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and

E. Implement general plan circulation and energy conservation policies; and

F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters."

"**9.11.040 Off-street parking requirements.**

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.

Use	Requirement	Covered Parking	Notes
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	

Commercial Uses	Requirement	Notes
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	

Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	

Commercial Uses	Requirement	Notes
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	Number of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3

Number of Automobile Spaces Provided	Number of Accessible Spaces Provided
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)"

"**9.11.060 Off-street bicycle parking requirements.**

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000: Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)"

"**9.11.070 Adjustments to off-street parking requirements.**

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the Community & Economic Development Director, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)"

"**9.11.080 Design standards.**

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to

pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required

parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback). (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

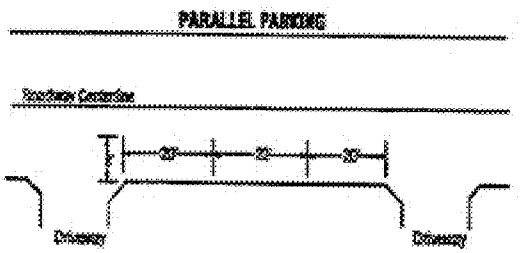

Figure 9.11.080-4

Dimensions of Parallel Parking Spaces

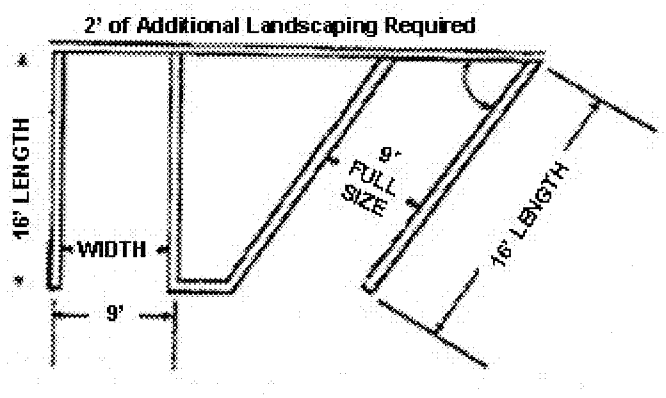

Figure 9.11.080-5

Nonparallel Parking Spaces

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

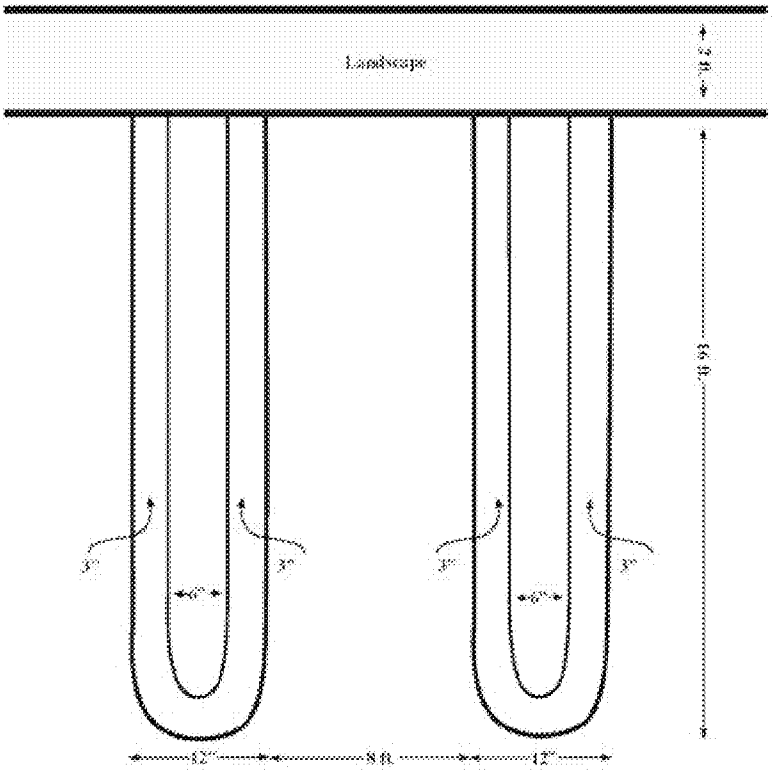

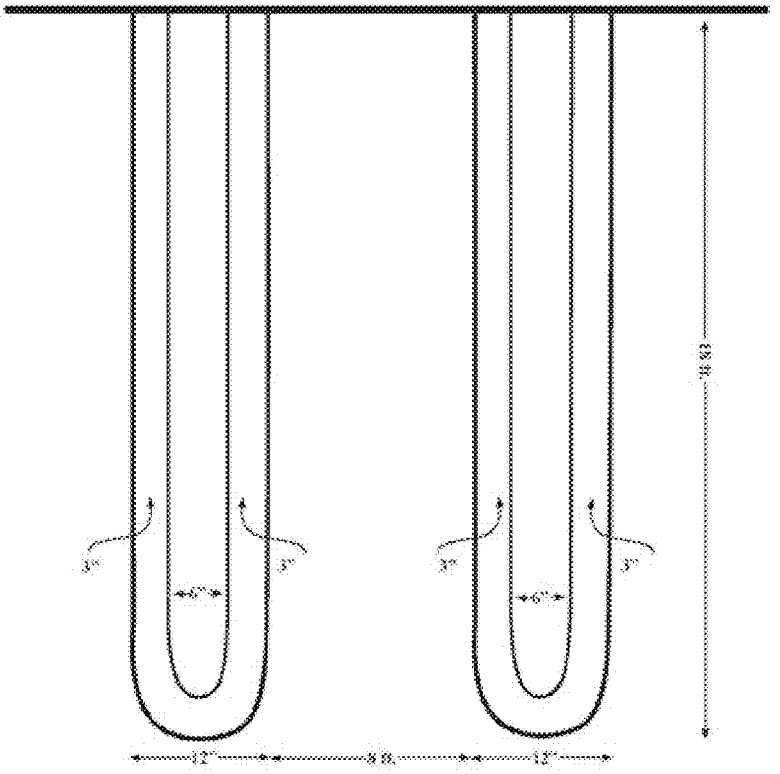

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve (12) inches) or as otherwise specified by the Building Official.

b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.

d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.

Figure 9.11.080-6A **Figure 9.11.080-6B**

Parking Space Striping Requirements

* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall pre-empt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot

loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking spaces in order to reach the building's main entrance.

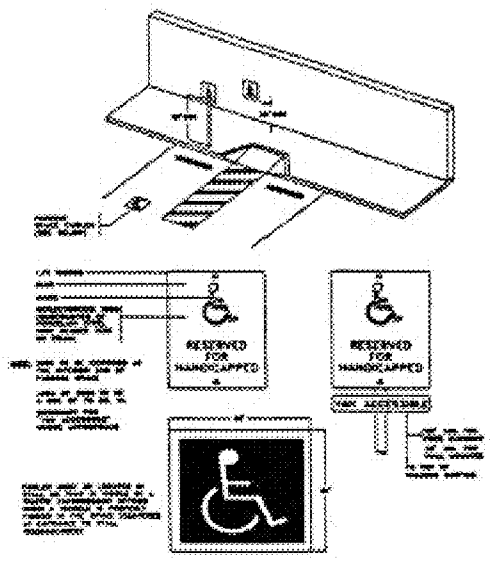

Figure 9.11.080-7

Accessible Parking Stall Requirement

* Ramps shall include a curb-cut type design

* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

Table 9.11.080-13
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius[1]	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing[2]	
From side property line	10 feet
From street corner	25 feet
Angle[3]	75°

[1] On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.
[2] Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.
[3] Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

Table 9.11.080-14

Street Classification	Distance from a Driveway to an Intersection	Spacing Between Adjacent Driveways
Expressway 134′ ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134′ ROW/120′ ROW		One driveway per parcel
Divided Arterial	Limited Access* **	Minimum 250 feet
110′ ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100′/88′/78′ ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66′ ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

* Access may be limited to the minimum movements necessary to safely expedite traffic.
** Access may be restricted by medians.
***For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002; Ord. 557 § 2.6, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992)"

"**9.11.100 Circulation—Pedestrian.**

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of pervious paving surfaces is recommended where feasible.

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)"

3.6 Title 9.16 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.16.010 Introduction and scope of guidelines.

A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city's design standards to new development and to remodels, upgrading design citywide and implementing the general plan's policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.110 Objectives, generally.**

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakening an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off;

7. Working in concert with the city's landscape requirements.

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);

5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.120 General guidelines.**

A. General guidelines apply to all uses and projects citywide.

1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.

2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.

3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.

4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.

5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.

6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.

7. Natural drainage courses should be retained in their natural state.

8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.

9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.

10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.

11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)

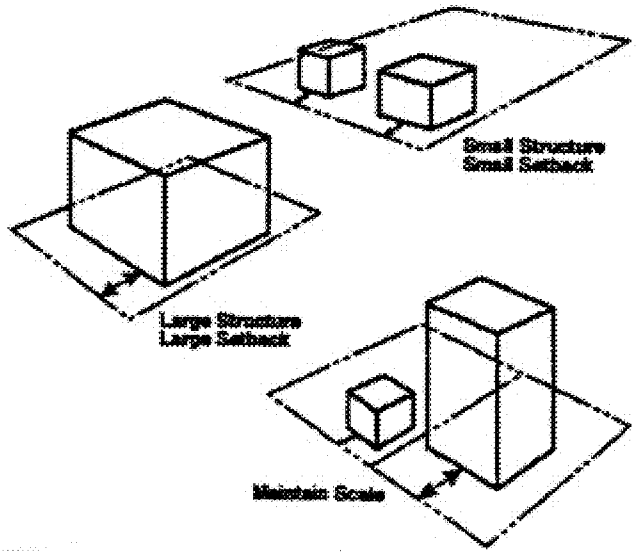

Setbacks in Scale with Building Bulk

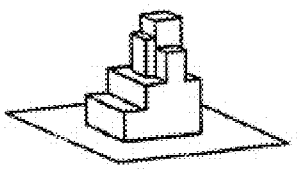

Taller Buildings
Stepping Back from Street

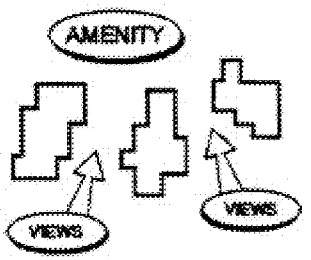

Preserve New Corridors

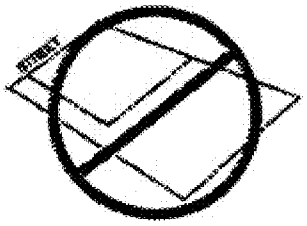

Discourage Flag Lots

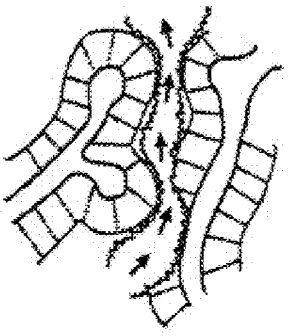

Drainage Course Retained in Natural State

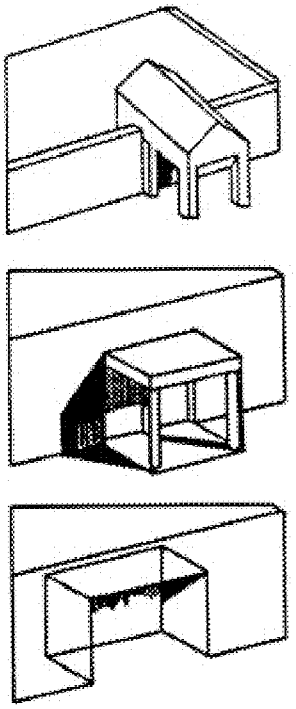

Articulated Building Entries

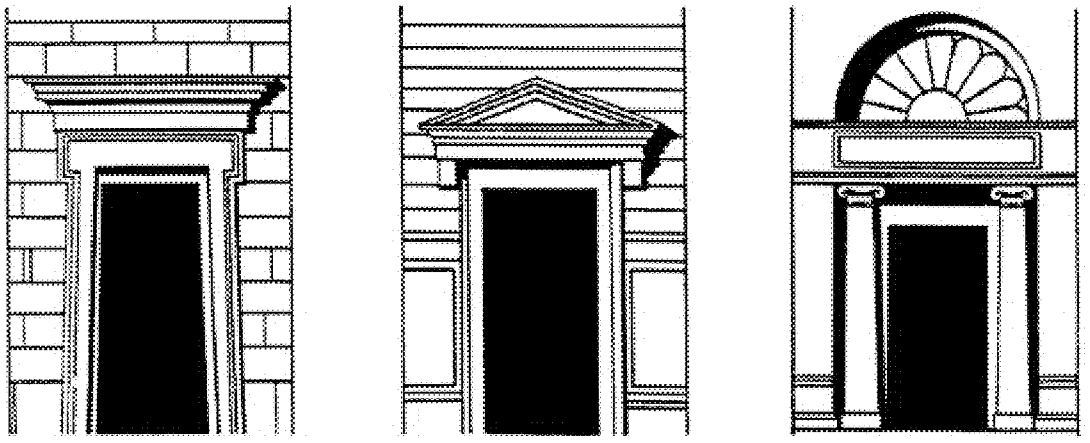

Detailed Design Elements for Building Entries"

"**9.16.130 Single-family residential.**

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

Designation	**Maximum Density**
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre"

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

a. Provide projecting and/or recessed entries and windows.

b. Include projecting or recessed balconies.

c. Front porch with a minimum depth of five feet.

d. Dormer windows.

e. Minimum eighteen (18") inch roof overhangs with detailed rafter tails.

f. Offset building planes a minimum of two feet.

g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks. Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. Pervious surfaces are required for such areas within required setbacks.

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Pervious surfaces are recommended where feasible.

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

Number of Units	**Minimum # of Footprints***	**Minimum # of Elevations/ Footprints**
5-9	1	2

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
10-24	2	3
25-49	3	3
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)"

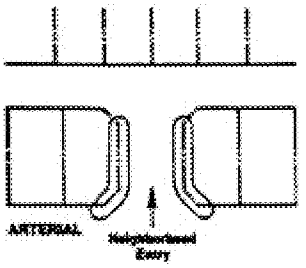

Landscape Treatment Areas at Neigborhood Entries

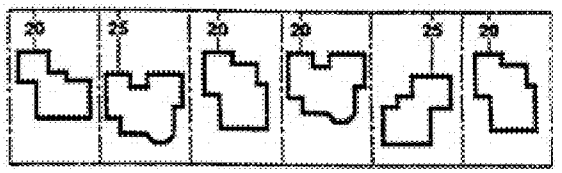

Vary Setbacks by at Least Five Feet

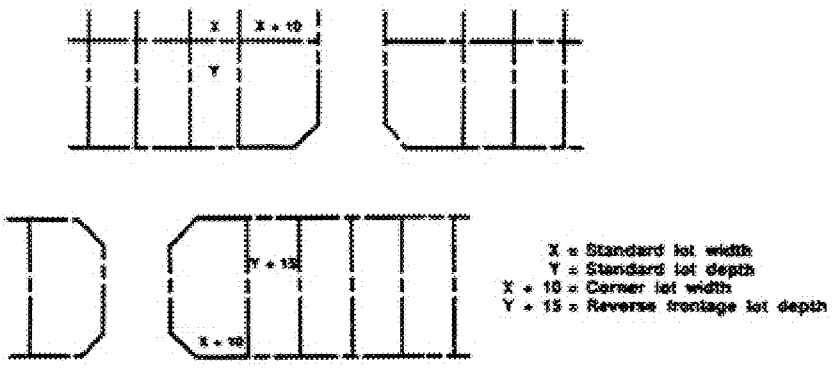

Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots

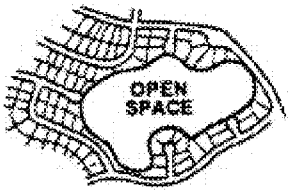

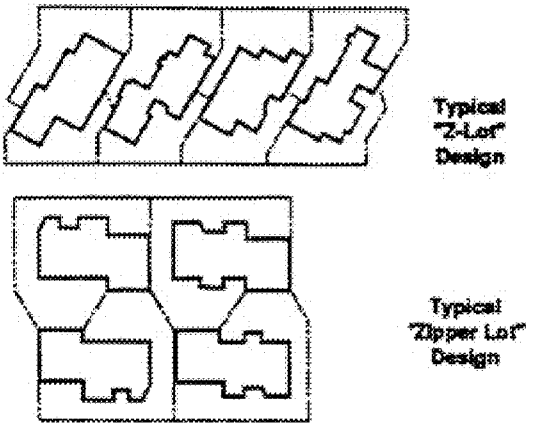

Use Curvilinear Elements and Innovative Subdivision Design

Orient Roads to Open Space and Views

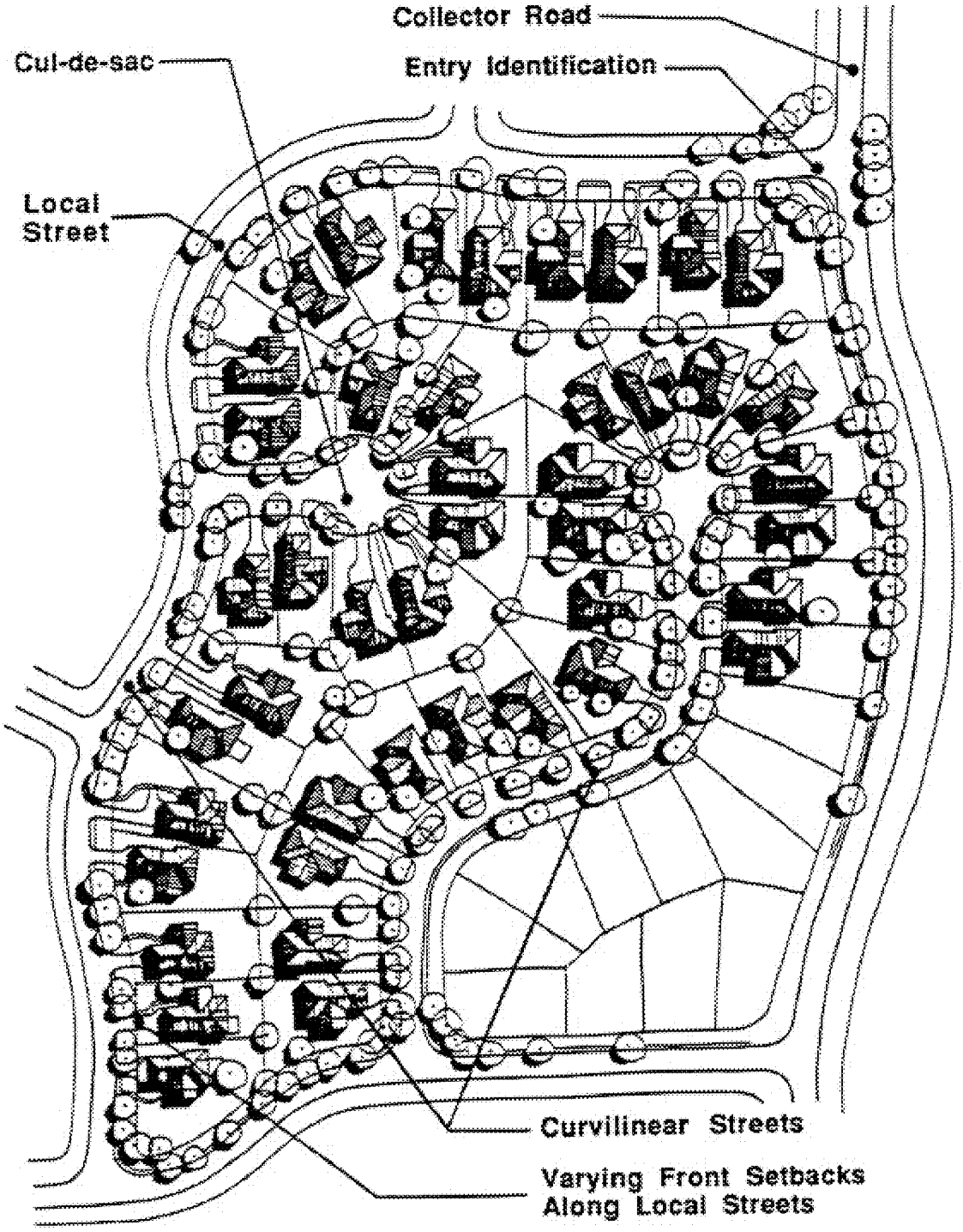

"**9.16.140 Multi-Family Residential.**

Section, 9.16.140 shall be removed from Section 9.16 the City of Moreno Valley Municipal Code."

"**9.16.150 Commercial (retail, office, mixed use).**

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a "turn-of-the-century" architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from

the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.

5. Architectural elements shall be an integral part of the facade design, avoiding the "pasted-on" look.

6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.

7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.

8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.

9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.

10. Continuous building mass should be divided into smaller units, providing both variety and scale.

11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.

12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.

13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.

15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.

16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial "crossover."

17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.

18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The "strip" commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

29. Architectural design of new projects shall be mindful of the surrounding district's urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)

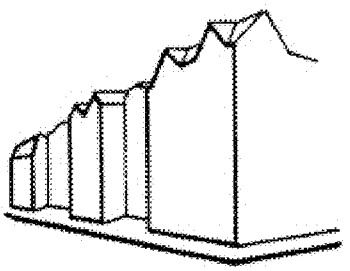

Continuous Mass Divided to Provide Scale

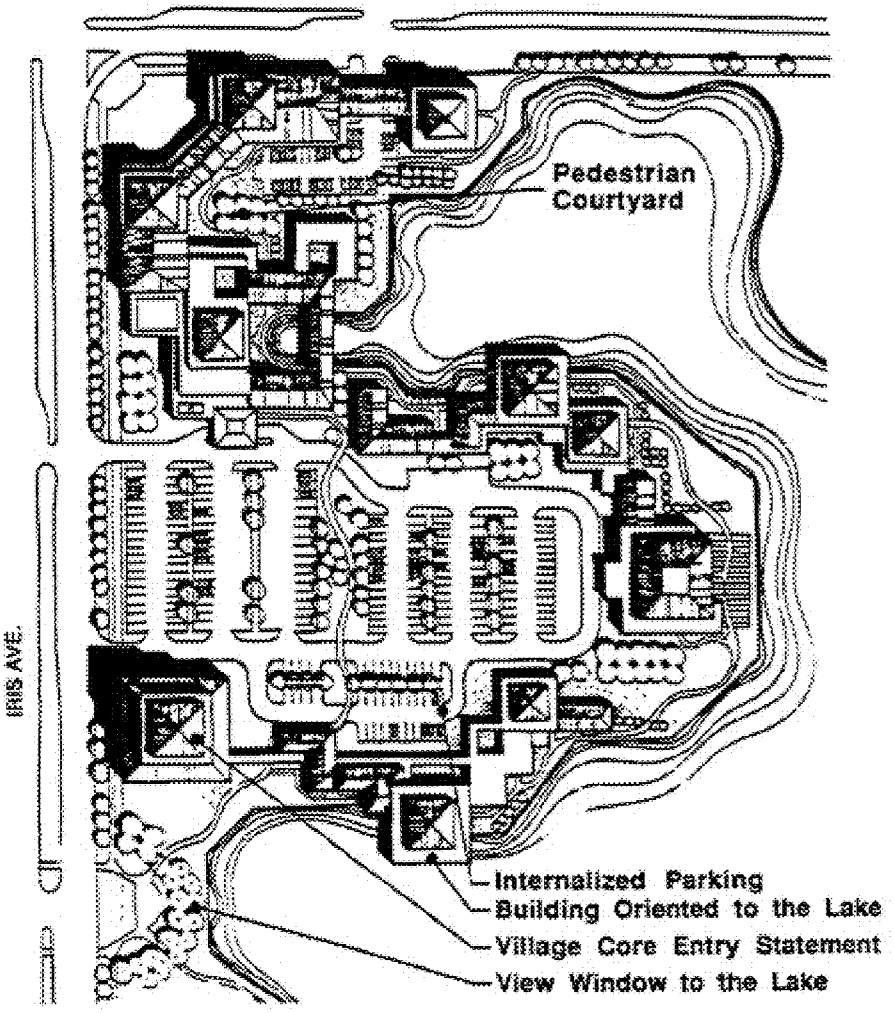

Commercial Center with Separated Pedestrian and Auto Circulation"

"**9.16.160 Business park/industrial.**

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an "up-scale" image for the community.

2. Clean, contemporary architectural expressions are encouraged.

3. All sides of all buildings shall have architectural treatment.

4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.

5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.

6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.

7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.

8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project's architecture.

9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.

10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.

11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.

12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.

13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.

14. Courtyards for resting, gathering and eating by employees shall be provided. Pervious surfaces are recommended where feasible. (Ord. 359 (Attach. 2 (part)), 1992)

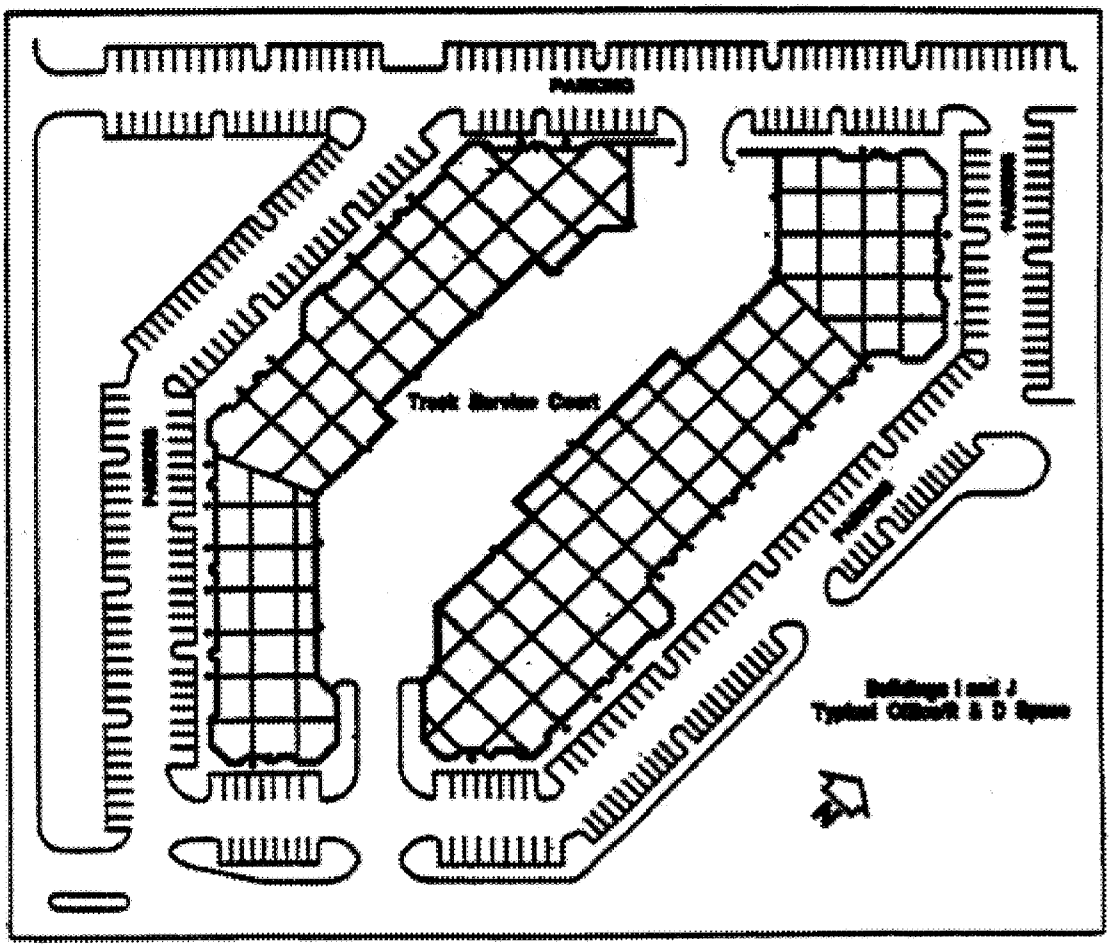

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"**9.16.190 Natural open space standards.**

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:

a. Undeveloped natural areas, that which has been left in its natural state;

b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.

2. The following shall guide the location of undeveloped natural areas:

a. Contiguous areas along drainage channels;

b. Ten (10) foot minimum widths adjacent to roadway improvements;

c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;

d. Areas contiguous with other natural areas of adjacent properties;

e. Areas containing rock outcroppings;

f. Areas containing soils with high permeability;

g. Significant stands or clusters of native vegetation;

h. Known or discovered archeological or paleontological sites.

3. The following shall guide the location of restored natural areas:

a. In required setbacks;

b. Adjacent to common recreation facilities;

c. Along roadway improvements or over utility easements;

d. Fuel modification zones, as required by the fire department.

4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

Table 9.16.190A

Natural Area Open Space Requirements

Average Percent Slope	Minimum Percent of Site to Remain as

	Natural Area Open Space
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.

b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.

c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.

d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the Community & Economic Development Director or designee.

e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.

f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by the city council. A landscaping program for restored natural areas shall be approved by the Community & Economic Development Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.200 Landscaping.**

A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.

B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the Community & Economic Development Director.

C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.

D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.

E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.

F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003: Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.210 Grading.**

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. "Landforming" shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community & Economic Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope's capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.

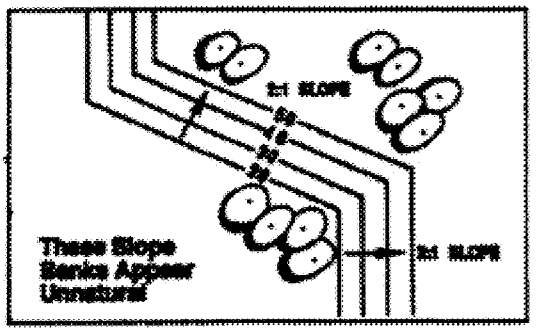

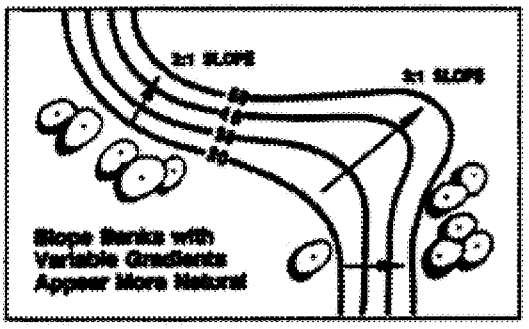

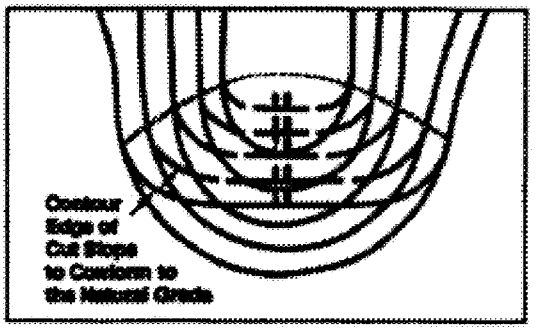

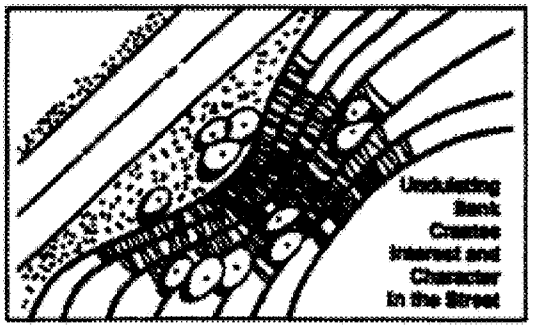

J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.220 Roadways and circulation.**

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.235 Hillside design standards.**

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Pervious surfaces are recommended where feasible.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are

encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)"

3.7 Section 9.17 Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"**9.17.030 Landscape and irrigation design standards.**

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside's Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project's water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.

The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council www.cal-ipc.org). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.

2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.

3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.

4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.

5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.

6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.

7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.

2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.

3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.

4. All landscape plans shall indicate mature tree canopy diameters.

5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.

6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.

7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved “smart” automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and/or soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip, bubbler-type and rotor sprays or stream roter sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the Community & Economic Development Director.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)"

"9.17.050 Parking and drive-through landscape areas.

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)"

"**9.17.070 Single-family residential development.**

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved "smart irrigation" controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)"

"**9.17.080 Multifamily residential development.**

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)"

"**9.17.090 Commercial, industrial, public and quasi-public development.**

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of pervious surface areas that reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)"

"**9.17.110 Erosion control/slope planting.**

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.

4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)"

"**9.17.130 Water quality landscape designs.**

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community & Economic Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)"

"**9.17. 150 Water Efficiency Requirements.**

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions."

SECTION 4 EFFECT OF ENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 5 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

9.03.040 Residential site development standards.

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate

governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Under 40,000 s.f.	R2 district standards
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

B. Hillside Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community **& Economic** Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	**Standards**
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

Figure 9.03.040-1
Residential Lot Information

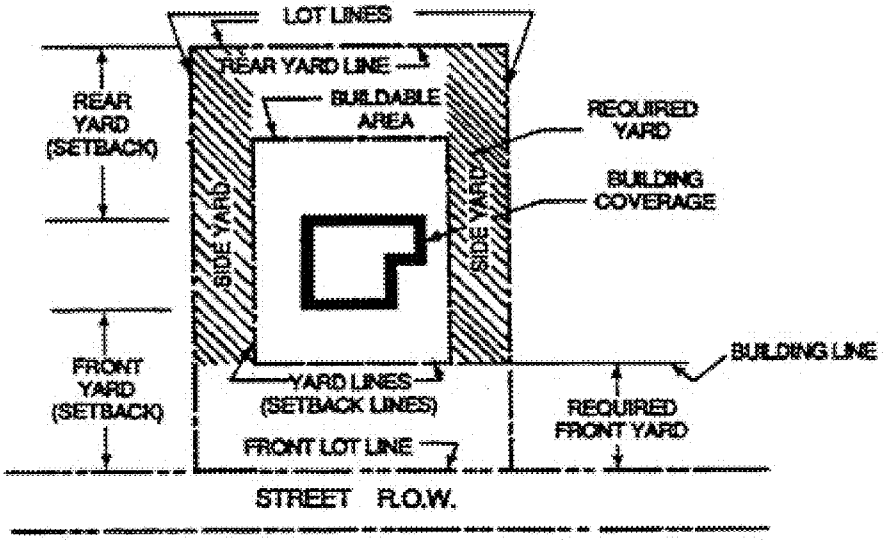

Figure 9.03.040-2
Residential Yard Descriptions

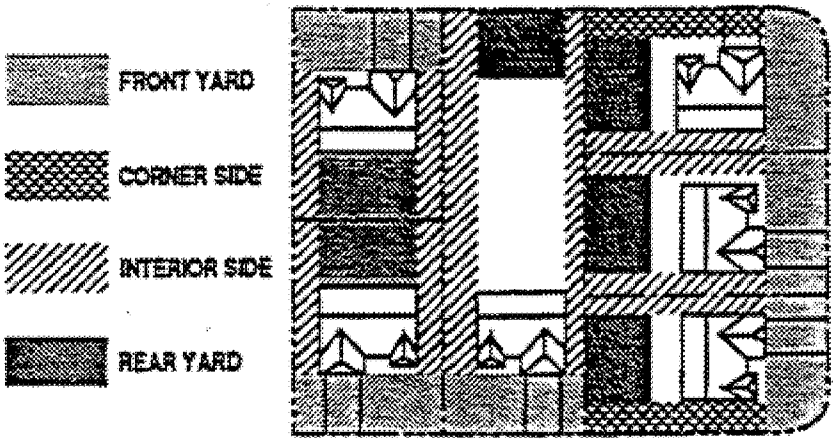

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

Notes to Residential Site Development Standards Table 9.03.040.6.

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

Table 9.03.040-7

Residential Site Development Standards

Multifamily Standards

Requirement	**R10**	**R15**	**R20**	**R30**
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet Interior side yard Street side yard	 10 20	 10 20	 10 20	 10 feet plus 2 feet for every 5 feet in height over 30 feet 20
Requirement	**R10**	**R15**	**R20**	**R30**
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

* The term "DUs" means dwelling units.

Note to Residential Site Development Standards Table 9.03.040-7.

1. Minimum dwelling sizes in multiple-family projects shall be as follows:

a. One bedroom: four hundred fifty (450) square feet;

b. Two bedroom: eight hundred (800) square feet;

c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

b. Automatic garage door openers;

c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds,

tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials **to include water efficient native plants,** except for necessary walks and fences. **Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces**. **Hardscape areas are**

recommended to be constructed with pervious surfaces where feasible to reduce run off.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The ~~c~~**C**ommunity **& Economic** ~~d~~**D**evelopment ~~d~~Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. **Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.**

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.

11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.

12. ~~Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.~~ **Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.**

13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.

14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.

15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.

16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include

interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

a. Intimate, shaded outdoor seating areas;

b. A network of pathways, providing interesting walking experiences;

c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;

d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;

e. Security;

f. Direct ambulance access (senior housing projects);

g. Parking close to units;

h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.72, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)

9.08.080 Grading.

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope ~~toward, rather than away from the street,~~ **to landscape areas or pervious surfaces** unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003: Ord. 359 (part), 1992)

Chapter 9.11 PARKING, PEDESTRIAN AND LOADING REQUIREMENTS

9.11.010 Purpose and intent.

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;

B. Ensure the maneuverability of emergency and service vehicles;

C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;

D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and

E. Implement general plan circulation and energy conservation policies; **and** ~~(Ord. 359 (part), 1992)~~

F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.

9.11.040 Off-street parking requirements.

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the ~~minimum~~ **required** off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. **Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:**

Table 9.11.040A-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.

Use	~~Minimum~~ Requirement	Covered Parking	Notes
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	~~Minimum~~ Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	

Commercial Uses	**~~Minimum~~ Requirement**	**Notes**
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	

Commercial Uses	~~Minimum~~ Requirement	Notes
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to
Research and development	1/350 sq. ft. of gross floor area	

Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	the loading parking stall already provided at the dock door.

Table 9.11.040D-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and

facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	**Number of Accessible Spaces Provided**
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

9.11.060 Off-street bicycle parking requirements.

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. **Pervious pavement is recommended**.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from

damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000: Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)

9.11.070 Adjustments to off-street parking requirements.

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the **C**ommunity & **Economic D**evelopment **D**irector, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a

determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)

9.11.080 Design standards.

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses

that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width **and sixteen (16)** feet in depth of **paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback).** (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

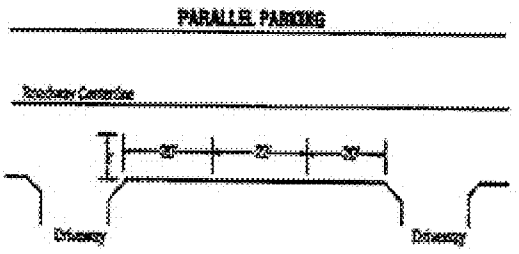

Figure 9.11.080-4

Dimensions of Parallel Parking Spaces

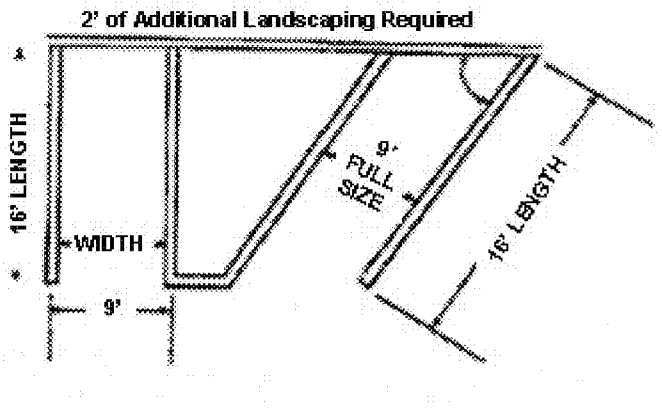

Figure 9.11.080-5

Nonparallel Parking Spaces

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. **Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading.** All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve (12) inches) or as otherwise specified by the **B**uilding **O**fficial.

b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.

d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.

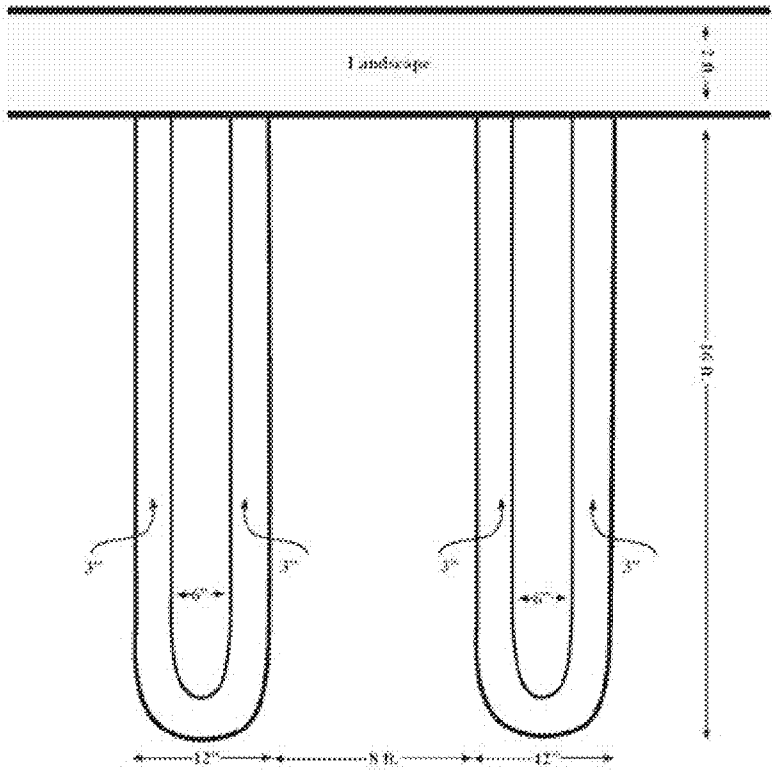

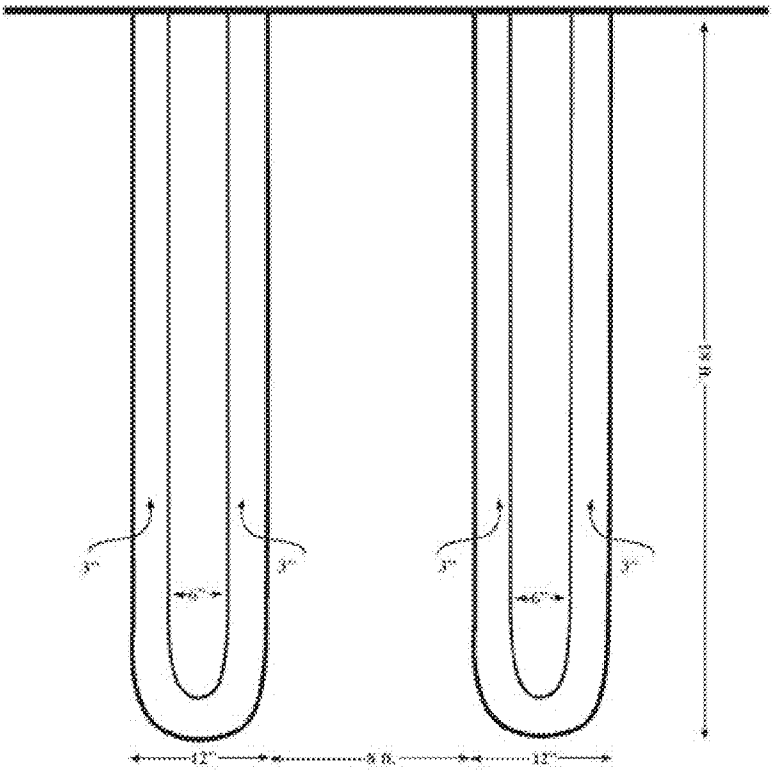

Figure 9.11.080-6A **Figure 9.11.080-6B**

<u>Parking Space Striping Requirements</u>

* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall pre-empt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material

approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking

spaces in order to reach the building's main entrance.

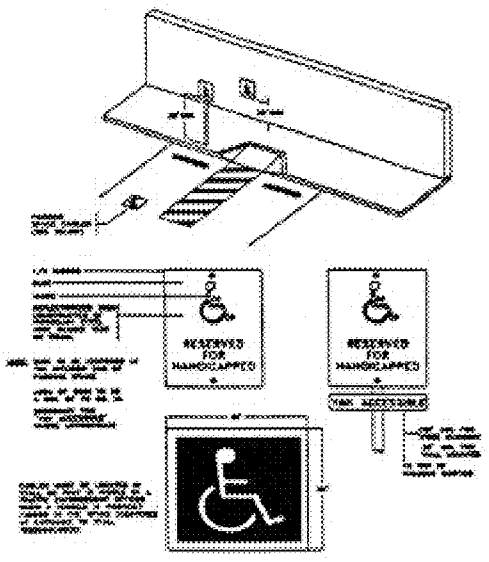

Figure 9.11.080-7

Accessible Parking Stall Requirement

* Ramps shall include a curb-cut type design

* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. **Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.**

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

Table 9.11.080-13
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius[1]	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing[2]	
From side property line	10 feet
From street corner	25 feet
Angle[3]	75°

[1] On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.
[2] Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.
[3] Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

Table 9.11.080-14

Street Classification	Distance from a Driveway to an Intersection	Spacing Between Adjacent Driveways
Expressway 134′ ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134′ ROW/120′ ROW		One driveway per parcel

Divided Arterial	Limited Access* **	Minimum 250 feet
110′ ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100′/88′/78′ ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66′ ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

* Access may be limited to the minimum movements necessary to safely expedite traffic.
** Access may be restricted by medians.
*** For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002; Ord. 557 § 2.6, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992)

9.11.100 Circulation—Pedestrian.

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. **The use of pervious paving surfaces is recommended where feasible.**

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)

9.16.010 Introduction and scope of guidelines.

A. ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commission's and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~

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B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city's design standards to new development and to remodels, upgrading design citywide and implementing the general plan's policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)

Article III Applications for Site Design and Architecture

9.16.110 Objectives, generally.

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakening an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, **including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off**;

7. Working in concert with the city's landscape **requirements.** ~~guidelines as adopted by Ordinance No. 247.~~

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);

5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)

9.16.120 General guidelines.

A. General guidelines apply to all uses and projects citywide.

1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.

2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.

3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.

4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.

5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.

6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.

7. Natural drainage courses should be retained in their natural state.

8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.

9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.

10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.

11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. **Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.**

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)

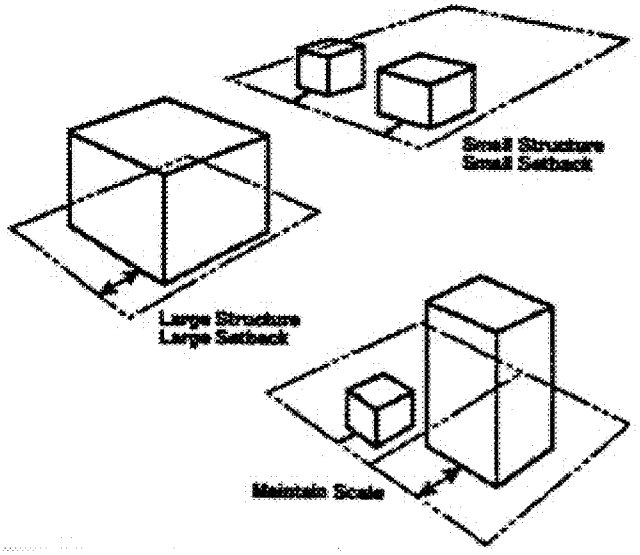

Setbacks in Scale with Building Bulk

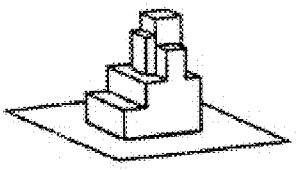

Taller Buildings
Stepping Back from Street

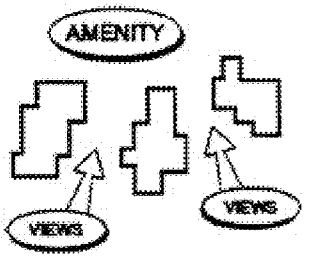

Preserve New Corridors

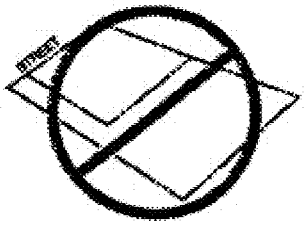

Discourage Flag Lots

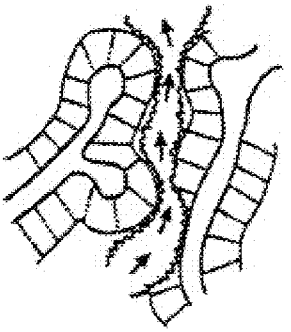

Drainage Course Retained
in Natural State

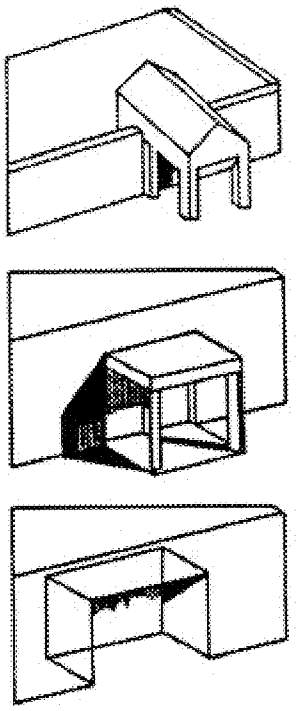

Articulated Building Entries

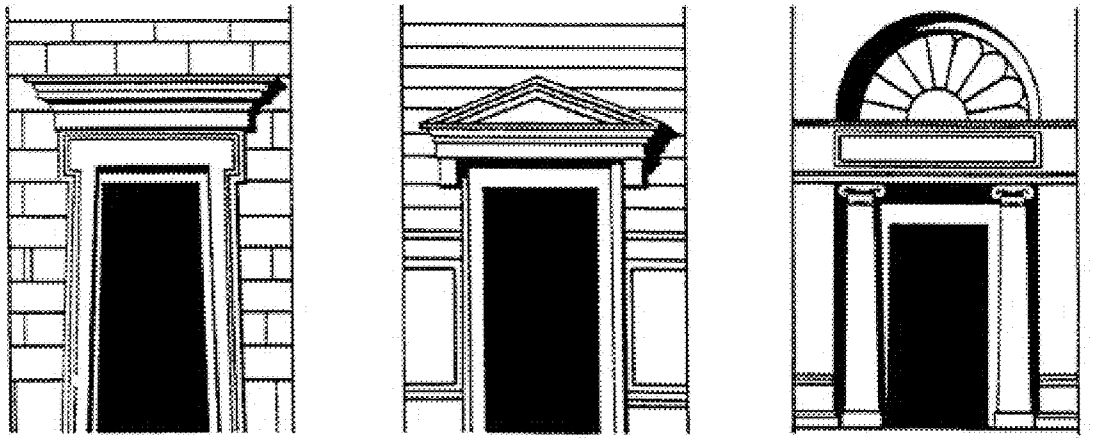

Detailed Design Elements for Building Entries

9.16.130 Single-family residential.

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

Designation	Maximum Density
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre

Designation	Maximum Density
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre"

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

a. Provide projecting and/or recessed entries and windows.

b. Include projecting or recessed balconies.

c. Front porch with a minimum depth of five feet.

d. Dormer windows.

e. Minimum eighteen (18") inch roof overhangs with detailed rafter tails.

f. Offset building planes a minimum of two feet.

g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks.

Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. **Pervious surfaces are required for such areas within required setbacks.**

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. **Pervious surfaces are recommended where feasible.**

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

Number of Units	**Minimum # of Footprints***	**Minimum # of Elevations/ Footprints**
5-9	1	2
10-24	2	3
25-49	3	3

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)

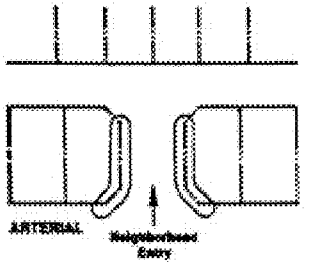

Landscape Treatment Areas at Neigborhood Entries

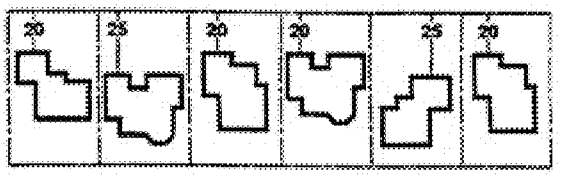

Vary Setbacks by at Least Five Feet

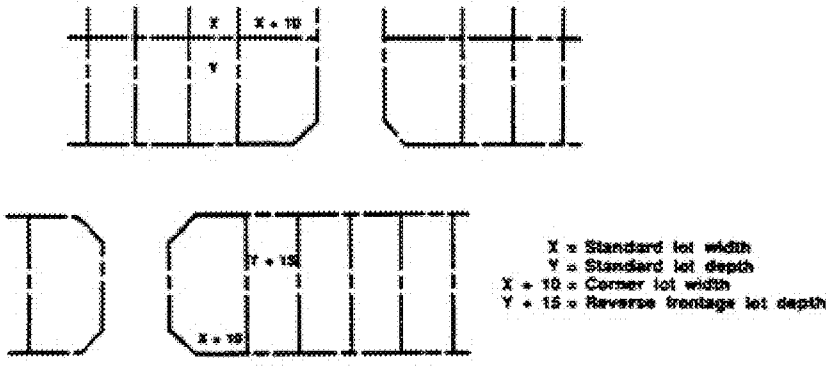

Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots

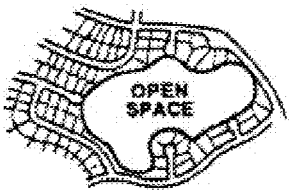

Use Curvilinear Elements and Orient Roads to Open Space and Views

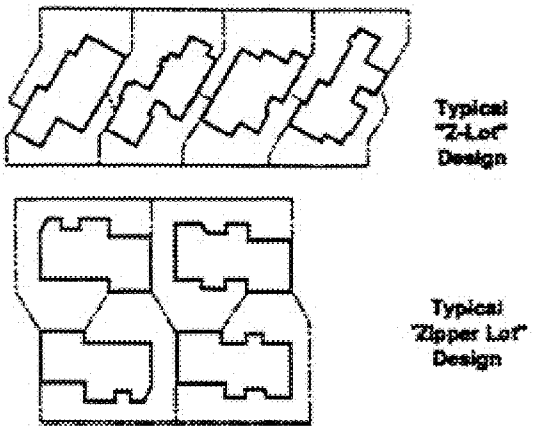

Innovative Subdivision Design

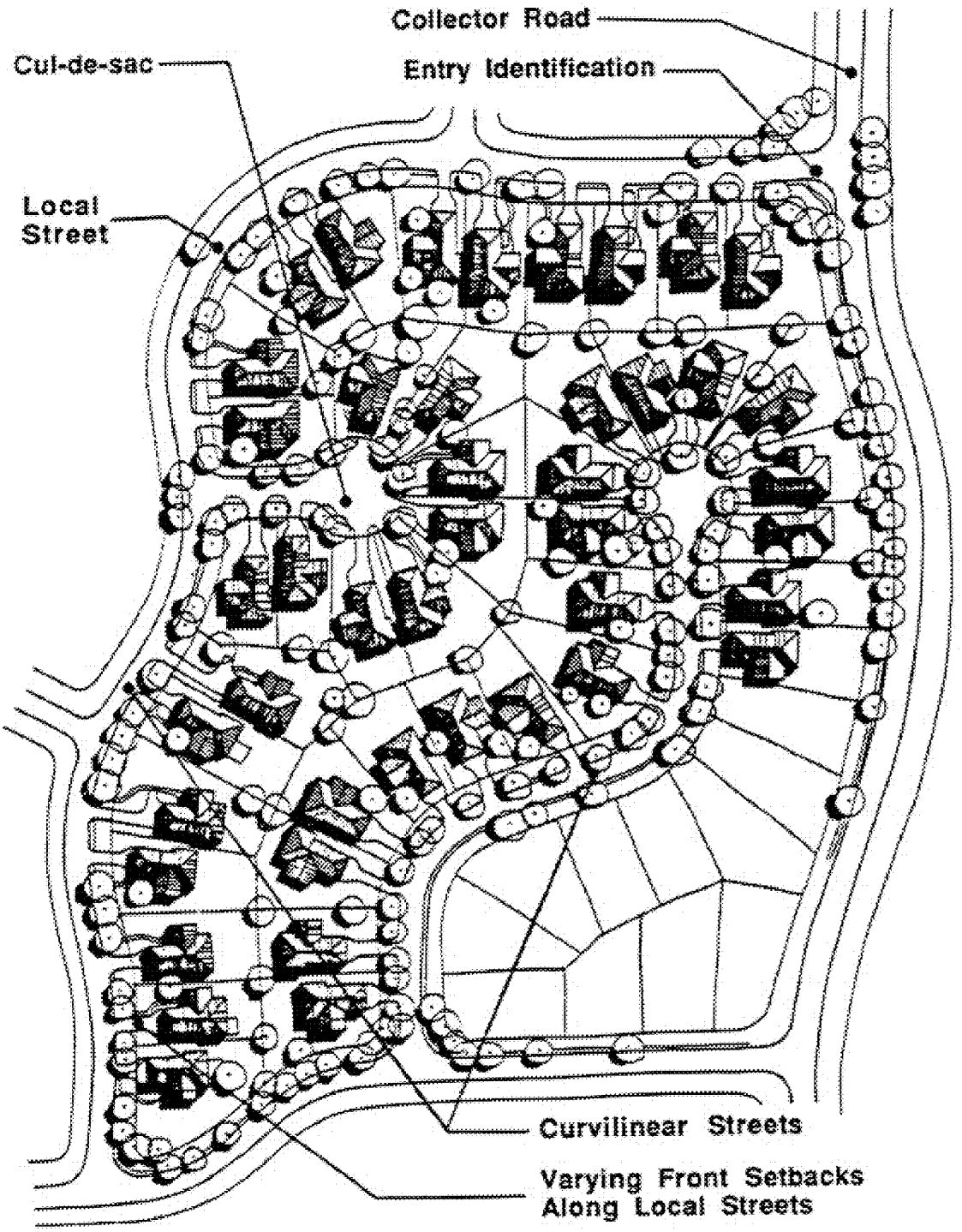

~~9.16.140 Multifamily residential.~~

~~A. These guidelines deal with multifamily residential (R10, R15 and R20) areas as found in the general plan.~~

~~1. Residential 10: provides for a variety of residential products and encourages innovation in housing types. Single-family detached residential, single-family attached residential, multiple-family attached residential, and mobile homes may be appropriate subject to applicable general plan policies and Moreno Valley ordinance provisions.~~

~~2. Residential 15: broadens the range of available housing types, and provides housing for those not desiring dwellings on individual parcels. Single-family attached residential may be appropriate.~~

~~3. Residential 20: provides housing in a more urban setting than found in other areas of the city and provides opportunities for low and moderate income housing.~~

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~~Table 9.16.140A~~

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~~Designation~~	~~Maximum Density~~	~~Threshold Density~~
~~R10~~	~~10 units/acre~~	~~8 units/acre~~
~~R15~~	~~15 units/acre~~	~~12 units/acre~~
~~R20~~	~~20 units/acre~~	~~16 units/acre~~

-

~~B. General Guidelines.~~

~~1. Tuck-under parking and/or opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.~~

~~2. Parking areas should be staggered and landscaped to add visual interest, individuality, rhythm and opportunities for accent treatments.~~

~~3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.~~

~~4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.~~

~~5. Open parking areas should be clustered and treated as landscaped plazas and courts.~~

~~6. Landscaping shall be used around the perimeter of the lot, as well as within the lot reducing paved area and providing for a more pedestrian-oriented site.~~

~~7. No more than four units for a two-story structure should be served by one entry.~~

~~8. Ground-floor dwellings should have a front and back entry, one of which is the main entry for the use of guests and is oriented to their arrival points.~~

~~9. Each multiple-family unit should have at least one hundred (100) square feet of private open space which may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.~~

~~10. Individual units should have a porch or porch-like space at the front door.~~

~~11. Areas for the storage of R.V.'s, boats, and campers shall be contained within multifamily projects and shall be heavily landscaped to protect views from other developments in the community.~~

~~12. One covered parking space shall be provided for every bedroom with no more than two covered parking spaces required per unit. The guest parking spaces do not need to be covered.~~

~~13. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.~~

~~14. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors, enhanced landscaping or enhanced paving.~~

~~15. Trash enclosures shall not be located on dead-end drive aisles, unless adequate turnaround is provided for collection vehicles.~~

~~16. There should be at least one trash enclosure for every twenty-four (24) residential units.~~

~~17. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.~~

~~18. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or botts dots are not an acceptable alternative.~~

~~19. Freestanding structures, like gazebos or pergolas, should be located to define activity nodes at pathway intersections or in secluded landscape areas.~~

~~20. Drive aisles with no adjacent parking shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.~~

~~21. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.~~

~~22. Senior housing needs warrant special design considerations, including:~~

~~a. Intimate, shaded outdoor seating areas;~~

~~b. A network of pathways, providing interesting walking experiences;~~

~~c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;~~

~~d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;~~

~~e. Security;~~

~~f. Direct ambulance access;~~

~~g. Parking close to units;~~

~~h. Elevators.~~

~~23. Individual dwelling units should be distinguishable from one another and have separate entrances.~~

~~24. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.~~

~~25. Stacked flat condominium arrangements shall be discouraged, while townhouse styles shall be encouraged.~~

~~26. When appropriate, multifamily projects shall be designed for the needs of families with small children, the disabled and the elderly. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.~~

~~27. Architectural features should be used to increase privacy from nearby units and common or public spaces.~~

~~28. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable shall be discouraged.~~

~~29. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each entrance of a multiple-family development. (Ord. 670 § 3.1 (part), 2004; Ord. 359 (Attach. 2 (part)), 1992)~~

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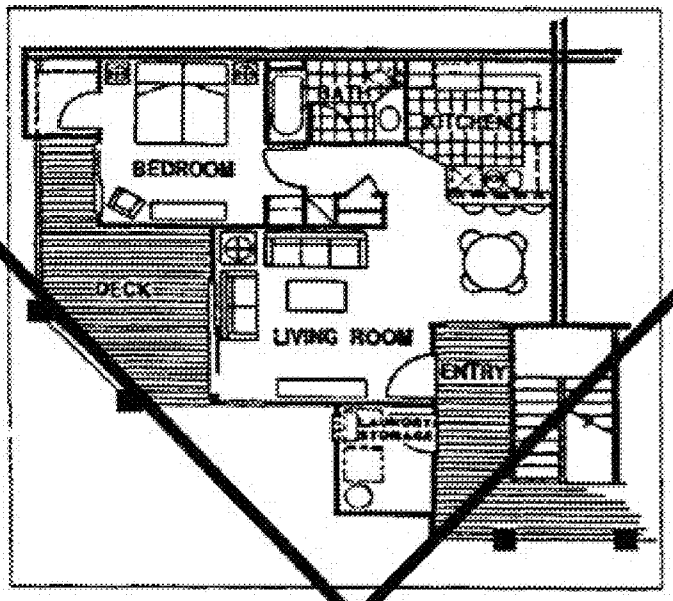

Apartment Unit With Patio Style Entry and Large Balcony

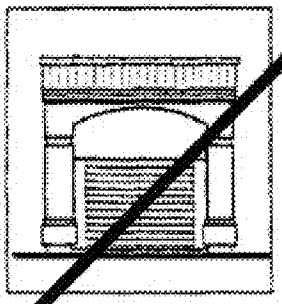

Architecturally Treated Trash Enclosure

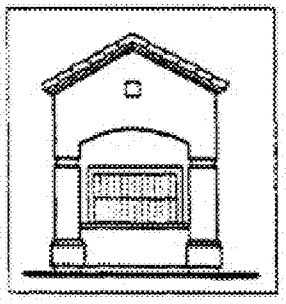

Architecturally Treated Mailbox Kiosk

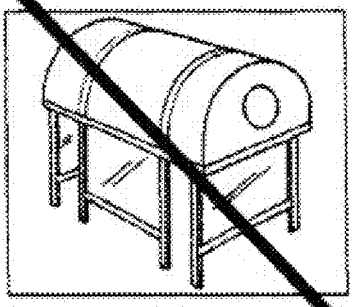

Freestanding Pergola

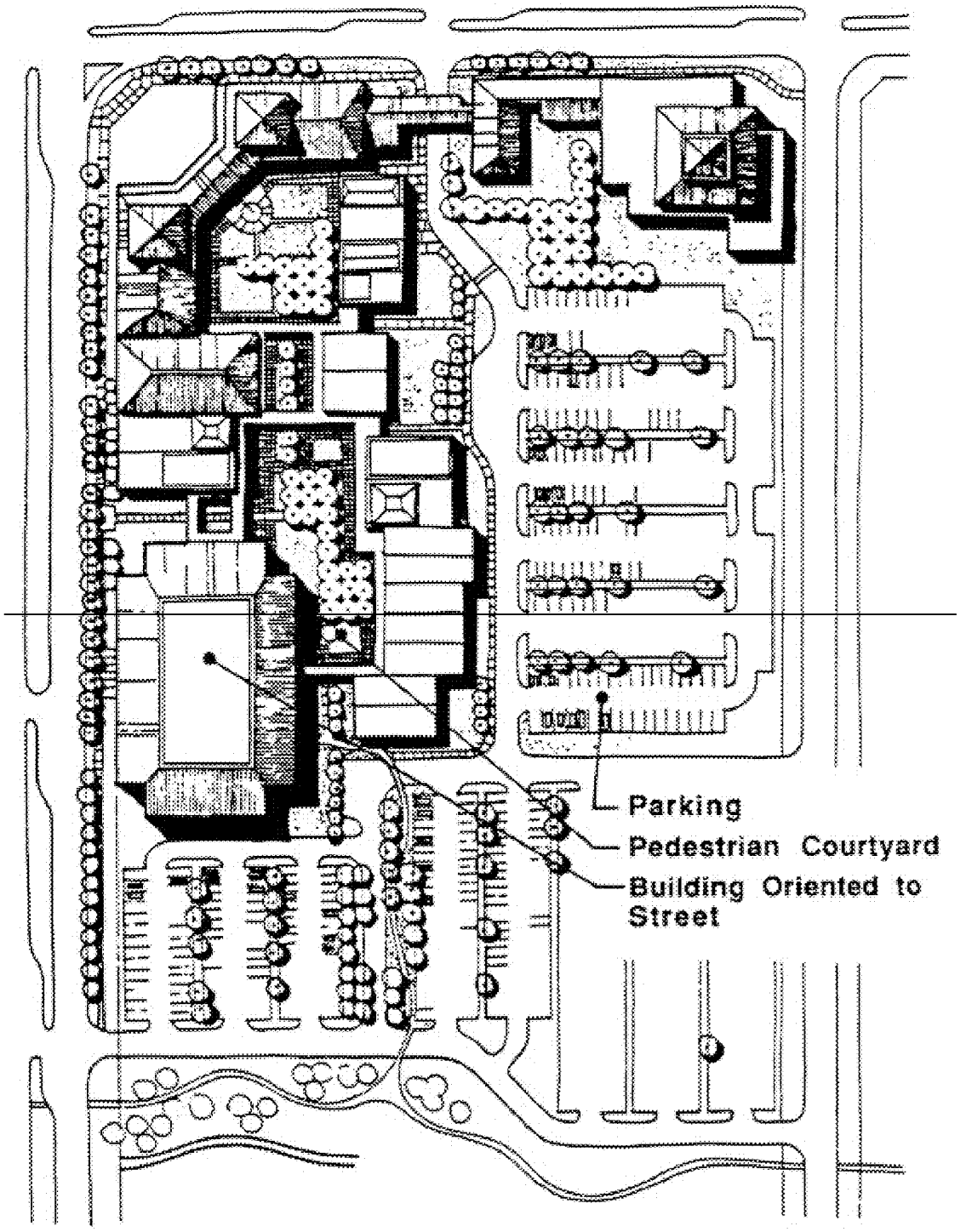

Commercial Center with Focal Points, Courtyards and Street Orientation

9.16.150 Commercial (retail, office, mixed use).

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a "turn-of-the-century" architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.

5. Architectural elements shall be an integral part of the facade design, avoiding the "pasted-on" look.

6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.

7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.

8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.

9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.

10. Continuous building mass should be divided into smaller units, providing both variety and scale.

11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.

12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.

13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.

15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.

16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial "crossover."

17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.

18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The "strip" commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and **drain into a landscape area for water quality, retention and absorption to reduce water run off**.

29. Architectural design of new projects shall be mindful of the surrounding district's urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)

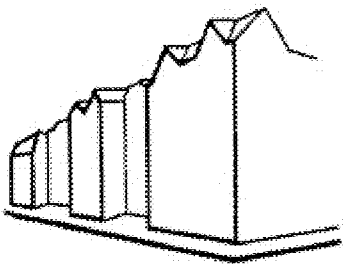

Continuous Mass Divided to Provide Scale

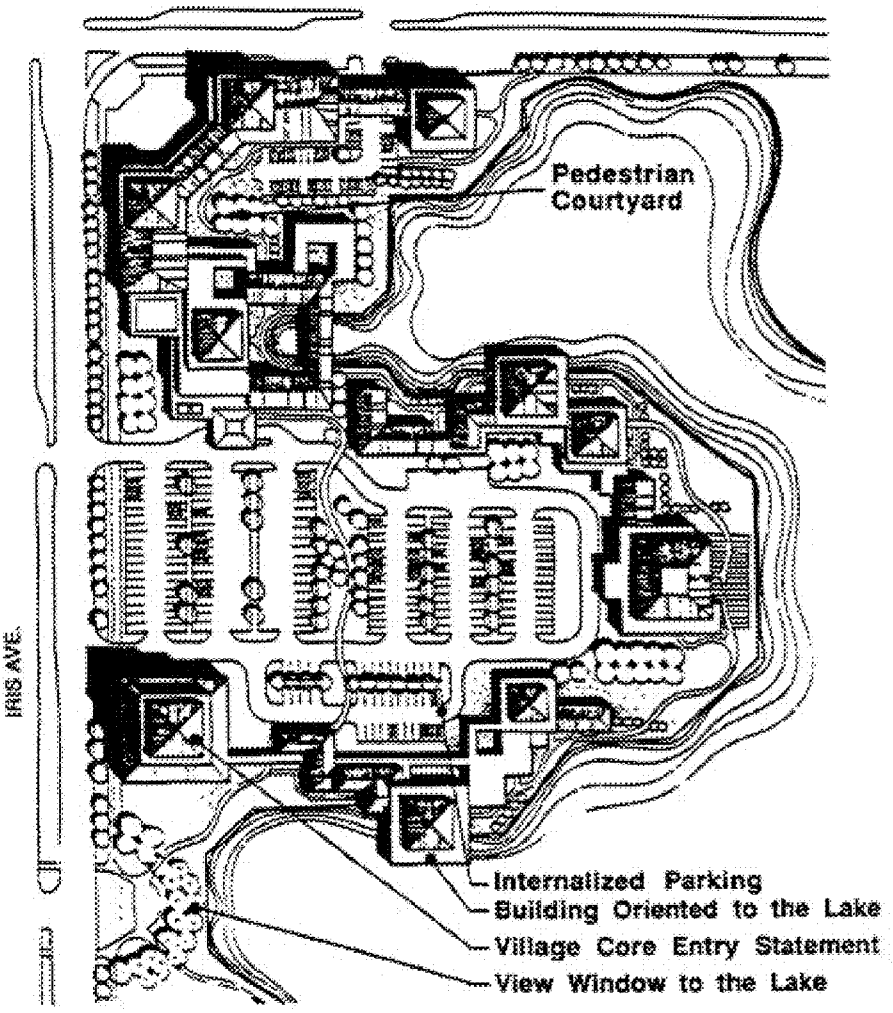

Commercial Center with Separated Pedestrian and Auto Circulation

9.16.160 Business park/industrial.

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an "up-scale" image for the community.

2. Clean, contemporary architectural expressions are encouraged.

3. All sides of all buildings shall have architectural treatment.

4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.

5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.

6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.

7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.

8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project's architecture.

9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.

10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.

11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.

12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.

13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.

14. Courtyards for resting, gathering and eating by employees shall be provided. **Pervious surfaces are recommended where feasible**. (Ord. 359 (Attach. 2 (part)), 1992)

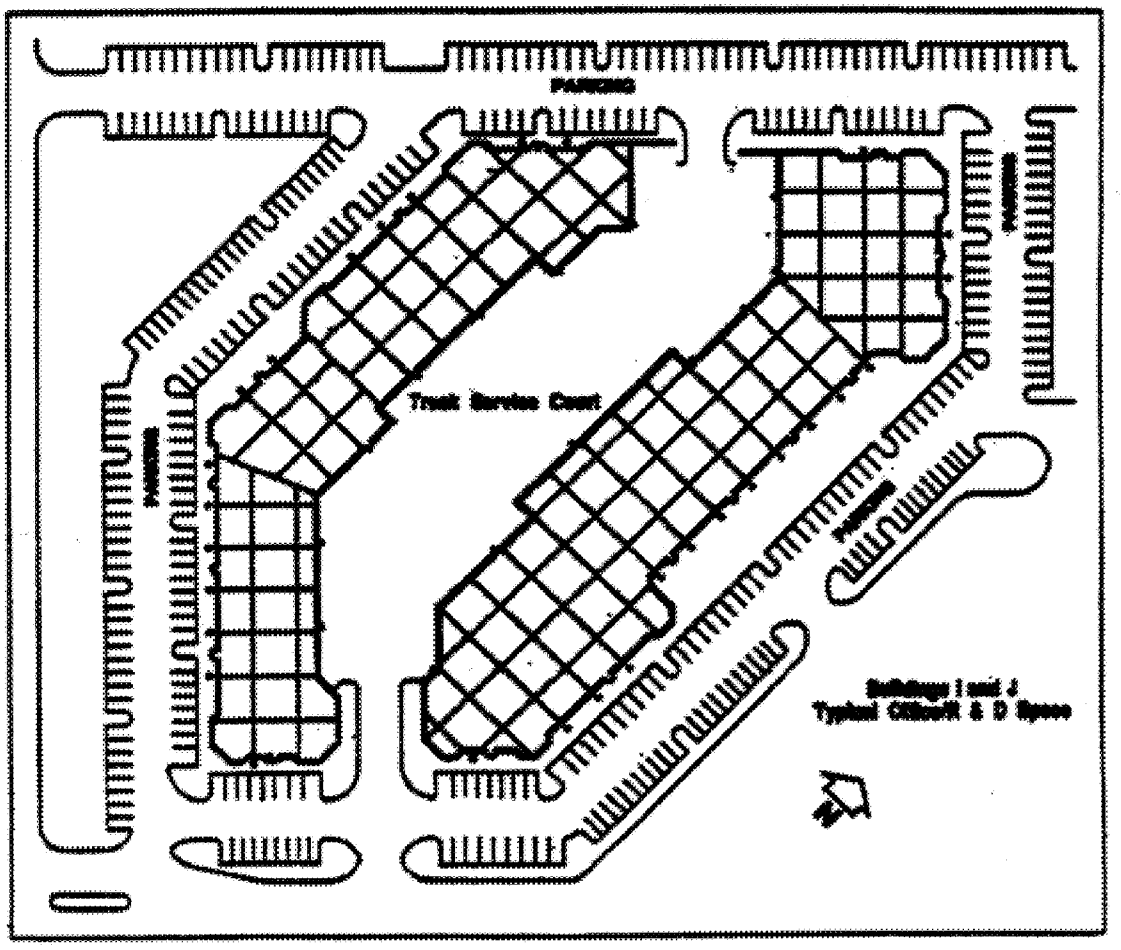

9.16.190 Natural open space standards.

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:

a. Undeveloped natural areas, that which has been left in its natural state;

b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.

2. The following shall guide the location of undeveloped natural areas:

a. Contiguous areas along drainage channels;

b. Ten (10) foot minimum widths adjacent to roadway improvements;

c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;

d. Areas contiguous with other natural areas of adjacent properties;

e. Areas containing rock outcroppings;

f. Areas containing soils with high permeability;

g. Significant stands or clusters of native vegetation;

h. Known or discovered archeological or paleontological sites.

3. The following shall guide the location of restored natural areas:

a. In required setbacks;

b. Adjacent to common recreation facilities;

c. Along roadway improvements or over utility easements;

d. Fuel modification zones, as required by the fire department.

4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

Table 9.16.190A

Natural Area Open Space Requirements

Average Percent Slope	Minimum Percent of Site to Remain as Natural Area Open Space
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.

b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.

c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.

d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the Community **& Economic** Development Director or designee.

e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.

f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by

the city council. A landscaping program for restored natural areas shall be approved by the Community **& Economic D**evelopment Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)

9.16.200 Landscaping.

A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.

B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the **C**ommunity **& Economic D**evelopment Director.

C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.

D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.

E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.

F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003: Ord. 359 (Attach. 2 (part)), 1992)

9.16.210 Grading.

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. "Landforming" shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community **& Economic** Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope's capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.

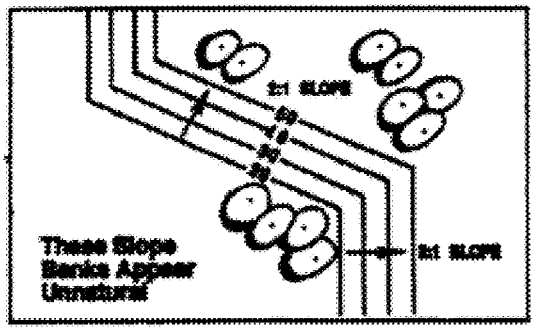

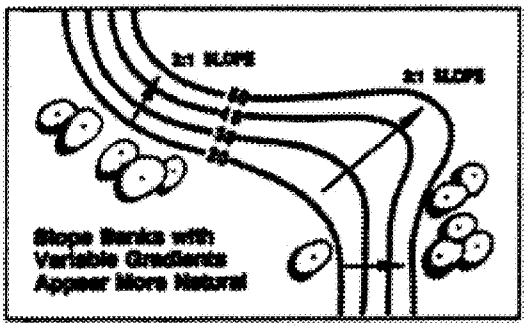

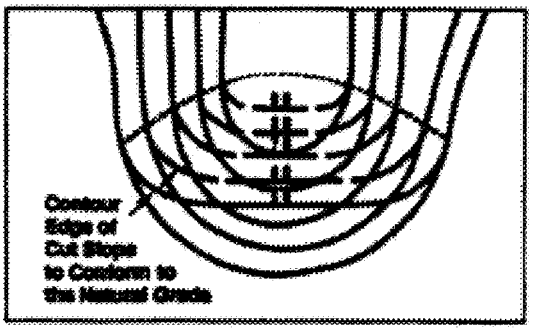

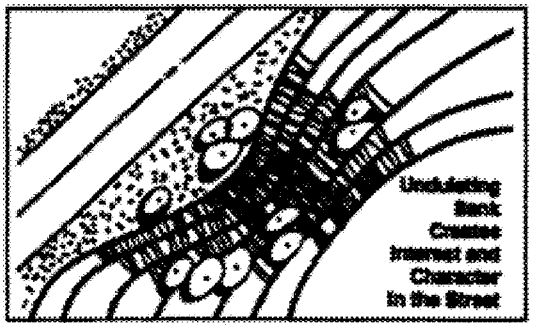

J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)

9.16.220 Roadways and circulation.

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays **(including pervious paving where feasible)** are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. **Pervious surfaces are recommended where feasible.**

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

9.17.030 Landscape and irrigation design standards.

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside's Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project's water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.

The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council www.cal-ipc.org). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.

2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.

3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.

4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.

5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.

6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.

7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.

2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.

3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.

4. All landscape plans shall indicate mature tree canopy diameters.

5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.

6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.

7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved "smart" automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and/**or** soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip**,** ~~and~~ bubbler-type and ~~MP~~ ~~rotator~~ **rotor sprays or stream roter** sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the Community **& Economic** Development Director.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)

9.17.050 Parking and drive-through landscape areas.

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, **promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces,** and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. ~~Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director~~. **Curb cut** openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. **Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.**

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)

9.17.070 Single-family residential development.

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved “smart irrigation” controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. **Pervious pavement/surfaces are recommended to reduce water runoff.**

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)

9.17.080 Multifamily residential development.

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. **The use of permeable surfaces is recommended for walks and patios to reduce water runoff.**

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for

heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)

9.17.090 Commercial, industrial, public and quasi-public development.

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the **use of pervious surface areas that reduce water run off**. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)

9.17.110 Erosion control/slope planting.

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.

4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, **draining to landscape or permeable surface areas that allow for water retention and absorption.**

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)

9.17.130 Water quality landscape designs.

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community **& Economic** Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)

9.17. 150 Water Efficiency Requirements.

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions.

Landscape Standards

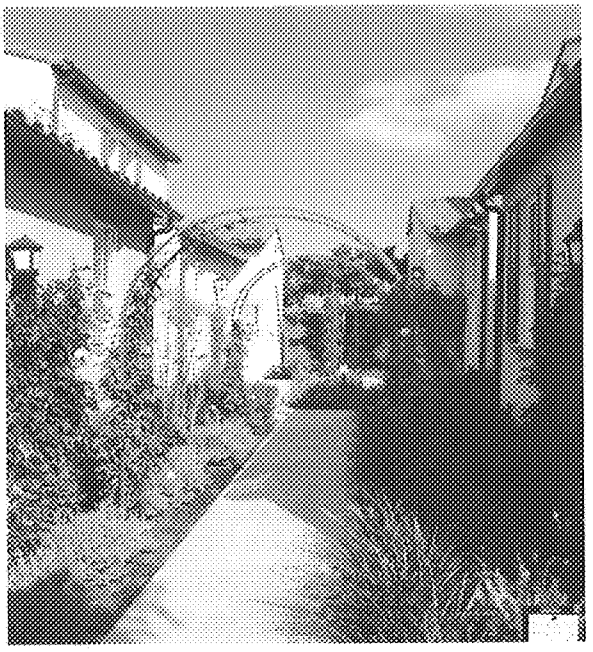

City of Moreno Valley

California

ATTACHMENT 4

Single Family Residential

Front yards: 25% turf (maximum) with the remaining yard planted with shrubs, ground covers and required trees. Turf shall be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/ surfaces are recommended to reduce water runoff.

Trees: Street trees 40-ft on center (2-ft on private side of property line); minimum 1 tree per lot (see graphic on page 5).

Minimum: 1 tree on short frontage, 2 trees on long.

Shade trees: minimum one per lot in addition to street trees (see graphic on page 5).

Reverse Frontage parkways: see page 8-9

Erosion Control: see page 12

See Street tree list- pages 18-23 Landscape planting specifications: see pages 15-17.

Tree Size - see page 17

MV00106884

Multi-Family Residential

- Minimum 35% of site (exclusive of private yards and patios) shall be landscaped. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.
- Turf shall be limited and installed in useable gathering areas only with a maximum of 25%.
- All setback areas must be landscaped exclusive of drives and sidewalks.
- Street trees: 40-ft on center in the right-of-way (ROW).
- Landscape Trees: 1 tree per 30-ft linear building dimension for the portions of building visible from parking lot or ROW and 1 tree per 30-linear feet of perimeter planter areas.
- Residential 30: 1 tree per 20-ft linear perimeter building dimension for the portion of building visible from the parking lot or ROW and 1 tree per 20-linear feet of perimeter planting areas.
- Parking lot trees: provide trees pursuant to parking lot specifications.
- 25% of trees must be minimum 24 inch box.
- Off-street parking must be screened (3-ft high berm, shrubs or wall) from ROW. • Provide buffer landscaping (evergreen trees) adjacent to single family residential and commercial uses (maximum 5-ft openings at maturity [assumed 10-years]).
- Provide enhanced landscape and paving at entry drives.
- Encourage use of winter-deciduous trees at south facing elevations.
- Place larger trees as street trees, near the street ROW, entries, and focal points.
- Mass plantings for a pleasing effect with clustering of plant material of various heights.
- Incorporate plazas or paseos where possible.
- Incorporate water features, seating walls, benches, tables, trellises, sculpture, and other elements to establish social gathering places and integrated pedestrian network throughout development.
- Parking lots - see page 10 &11.
- Erosion Control - see page 12.
- Landscape planting specifications - see pages 15-17.
- See street tree list - pages 18-23.

Parking Lots

- Paved area of parking space may be reduced from 18 to 16 feet if there is an extra 2 feet of planter width beyond minimum requirement (see graphic pg.11).
- Provide tree and other plantings to provide a minimum 50% lot shading at maturity (assumed 10 years).
- Maximum 50% of trees shall be winter-deciduous. Evergreen trees are encouraged.
- Screen from streets (3 ft-high berm, shrubs or wall required) (see graphic on page 10).
- Design to minimize pedestrian crossing of landscape areas from street to buildings and parking.
- Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved.
- Provide minimum 6 inch-wide curb for planters adjacent to stalls; plus a 12-inch minimum step-out adjacent to long side of stall (total min. 18in concrete surface) (see graphic on page 11).

Provide planters:

- End Planters (with 2 trees/planter) at terminus of each aisle.
- Finger planters (with 1 tree/planter) every 12 stalls along building and perimeter of lot. Minimum dimensions –interior 5'x16'.
- Planters with parking along 1 side – 7 ft minimum curb face-to-curb face (including curb and step-outs).
- Planters with parking along both sides – 8 ft minimum curb face-to-curb face (including curb and step-outs).
- Diamond planters for double rows of parking (spaced minimum 1 per 6 stalls. For single loaded not adjacent to building, one diamond planter for every 3 spaces. Minimum dimensions – interior –25 SF with 5-foot width; exterior –6-ft curb face-to-curb face.
- Planters at perimeter of parking lot - Minimum 5 feet interior dimension, exclusive of footings, curbs, and step-outs (see graphic pg.11).
- Cluster excess trees along street frontage, and side/rear setbacks.
- Alternate planting arrangements may be considered if demonstrated to provide same number of trees, minimum planter areas and lot shading, as identified above.

MV00106886

Slopes and Erosion Control

- Establish or reinforce design concept adjacent to natural hillside area.
- Place plants to stabilize slope.
- Select species and placement to respect viewsheds.
- Provide a variety of planting materials; a weed-free hydro-seed mix (that provides some flowering color may be used in special circumstances: i.e. natural slope), groundcover, shrubs and trees. Turf shall not be used for slope planting. Water efficient grasses not requiring regular mowing may be permitted with approval. (The variety of planting will provide a variety of root depths which is key to soil stability on slopes.)

  Slopes 3-5ft: groundcover .

  Slopes 5-8ft: groundcover and shrubs.

  Slopes 8ft or greater: groundcover, shrubs, and trees.
- Provide rooted cuttings or liners, where visible from ROW or slopes greater than 30 feet high.
- Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.
- Plant in bands and clusters on the slope.
- Trees: provide one 15 gallon/500SF of landscaped area.
- Temporary irrigation may be required to establish landscaping.
- See irrigation - p. 25.
- Shrubs and groundcover - page 16.

MV00106887

Irrigation

- Automatic irrigation systems are required.
- Approved "smart"automatic irrigation control systems(labeled as evapotranspiration (E.T.) based) with rain sensing or soil moisture sensing devices are required.
- Provide backflow preventers, except for single-family residential.
- Do not use fixed risers, unless otherwise approved.
- Drip, bubbler systems and/or rotor sprays or stream roter sprinkler heads or similar efficient sprinklers are to be used wherever feasible. (Required adjacent to walls, buildings or structures, where they are to be located no closer than 24".)
- Spray-type sprinklers shall be used no closer than 5-feet from walls, buildings, or structures (spray must be 3-feet or less.)
- Irrigation lines must be buried if directed to building.
- Provide separate irrigation zones and sprinkler types for areas with different watering requirements.
- Do not use Atmospheric Vacuum Breakers at top of slope.
- Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standards as determined by the State of California Code of Regulations meeting the current evapotranspiration rate and the Annual Maximum Allowable Water Budget as determined by Eastern Municipal Water District.
- Irrigation systems shall be designed to eliminate overspray.
- Landscape irrigation shall be limited to the hours of 9:00 p.m. to 6:00 a.m.

MV00106888

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0035 Amendment to Municipal Code 9.03 Residential Development 9.08 Grading 9.11 Parking, Pedestrian and Loading Requirements 9.16 Design Guidelines 9.17 Landscape Requirements
Date:	May 12, 2011
Applicant:	City of Moreno Valley
Representative:	Planning Division
Location:	City-wide
Proposal:	The proposed amendment is an update to the City's Municipal Code to implement new design standards to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit which is designed to minimize impacts from new development as well as redevelopment projects discharging urban waters entering Waters of the U.S. from municipal separate storm sewer systems which is regulated under the National Pollutant Discharge Elimination System (NPDES) permit.
Recommendation:	Approval

ATTACHMENT 5

PROJECT DESCRIPTION

This proposed amendment would modify various provisions of the Municipal Code Sections 9.03 Residential Development, 9.08, Grading 9.11, Parking, Pedestrian and Loading Requirements, 9.16, Design Guidelines, and 9.17 Landscape Requirements providing new design standards promoting green infrastructure/low impact development (LID) techniques to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit requirements with required compliance by July 29, 2011. Additionally, all projects are required to include "Best Management Practices" (BMPs) which provide measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States,

The primary changes include revising design requirements to promote on-site water retention and infiltration in an effort to clean the water of contaminants prior to the water being discharged from the site into storm drains and flood control channels which then enter receiving waters such as the Santa Ana Watershed. Hardscape areas increase the runoff and amount of water that needs to be cleaned by the water quality permit. The proposed site design requirements and preferences are intended to reduce the runoff and the costs associated with cleaning runoff.

In an effort to meet the goals and objectives of the permit requirements and include Best Management Practices into the site design, projects will be required to reduce the hardscape within the parking lots and on site hardscape areas by increasing the landscape areas, using pervious materials in the design, as well as providing additional curb cuts to convey the drainage into landscape areas for water quality retention and absorption.

Included are changes to Municipal Code sections 8.10 Storm Water/Urban runoff Management and Discharge Controls and 8.21 Grading Regulations with the addition of 8.21.200 Permeable Surface Design. The Public Works Department is responsible to ensure projects meet water quality requirements as well as site grading while complying with the MS4 permit requirements. These changes are included to be consistent through inter-departmental reviews. Municipal Code section changes to Title 8 are provided for consistency with Title 9, however, do not require any action from the Planning Commission.

Where applicable in all sections listed, Community Development Director/Department has been changed to Community & Economic Development Director or Community & Economic Development Department. Additionally, minor clerical items have been corrected for consistency.

The following are the proposed changes to the Municipal Code, Title 9 for Planning and Zoning.

9.03.040 Residential Development

CURRENT STANDARDS	PROPOSED CHANGES
Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent	Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent

of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials except for necessary walks and fences.	of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials **to include water efficient native plants,** except for necessary walks and fences. **Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces**. **Hardscape areas are recommended to be constructed with permeable surfaces where feasible to reduce run off.**
6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.	6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community **& Economic D**evelopment **D**irector may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.	Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. **Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.**
Section G 12. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.	Section G 12. **Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.**

9.08.080 Grading

CURRENT STANDARDS	PROPOSED CHANGES
Section A. Lots slope toward, rather than away from the street; unless otherwise approved by the city engineer.	Section A. Lots slope **to landscape areas or permeable surfaces** unless otherwise approved by the city engineer;
New standard.	**Section M.** **Grading shall only be performed on the portion of the site where the building will be located and necessary improvements.**

9.11 Parking, Pedestrian and Loading Requirements

9.11.010 Purpose and intent.

CURRENT	PROPOSED
Section E. Implement general plan circulation and energy conservation policies:(Ord. 359 (part), 1992)	Section E. Implement general plan circulation and energy conservation policies; **and** ~~(Ord. 359 (part), 1992)~~
New	**Section F.** **Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.**

9.11.040 Off-street parking requirements

CURRENT	PROPOSED
Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the minimum off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses	Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the **required** off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. **Parking provided above the amount of required off-street parking must be**

	constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:
911.040 A-12 Table The table states the minimum requirement for parking based on the use.	**The table will state the "required" parking based on the use.**

9.11.060 Off-street bicycle parking requirements

CURRENT	PROPOSED
Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition	Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. **Pervious pavement is recommended**.

9.11.080 Design standards.

CURRENT	PROPOSED
New	**25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. permeable surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.**
Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be a minimum of nine feet in width eighteen (18) feet in depth (see Figure 9.11.080-5).	**Section B** 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine (9) feet in width **and sixteen (16)** feet in **depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be** eighteen (18) feet **of paved** ~~in~~ depth **with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback).** (see Figure 9.11.080-5).
~~Figure 9.11.080-5~~	**Figure 9.11.080-5 modified to reflect 16 feet Nonparallel Parking Spaces**

~~Figure 9.11.080-6~~	**Figure 9.11.080-6 Parking Space Striping Requirements** **modified to reflect both 16 feet and 18 feet in depth parking spaces labeled as 911.080-6A and 9.11.080-6B**
Section C 1. Drainage. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.	Section C 1. Drainage. **Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading.** All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.
Figure 9.11.080-6	**Figure 9.11.080-6, Parking Space Striping Requirements-- modified to reflect parking space dimension requirements.**
Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer.	Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. **Every effort should be made to use permeable surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.**

9.11.100 Circulation-Pedestrian

CURRENT	PROPOSED
Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation.	Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. **The use of**

	permeable paving surfaces is recommended where feasible.

9.16 Design Guidelines

9.16.010 Introduction and scope of guidelines.

CURRENT	PROPOSED
~~Section A.~~ ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commissions and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~	**Section A.** **The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.**

9.16.110 Objectives, generally.

CURRENT	PROPOSED
Section C. 6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment,	Section C. 6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, **including water quality features integrated into the site design such as water retention and absorption areas and the use of permeable surfaces to reduce water run off**;
7. Working in concert with the city's landscape guidelines as adopted by	7. Working in concert with the city's landscape **requirements.** ~~guidelines as~~

Ordinance No. 247.	~~adopted by Ordinance No. 247.~~

9.16.120 General guidelines.

CURRENT	PROPOSED
Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view.	Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. **Roof drains shall be integrated into the building design for aesthetics and shall convey water to landscape areas for water quality.**
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape **requirements.** ~~guidelines as adopted by Ordinance No. 247.~~

9.16.130 Single-family residential.

CURRENT	PROPOSED
Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access.	Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. **Permeable surfaces are required for such areas within required setbacks.**
11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements.	11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. **Permeable surfaces are recommended where feasible.**

9.16.140 Multifamily residential shall be deleted in its entirety.

The multifamily residential design guidelines were incorporated into section 9.03.040 of the Municipal Code which was approved September 22, 2009.

9.16.150 Commercial (retail, office, mixed use).

CURRENT	PROPOSED
Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be located inside the exterior walls of a structure.	Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and **drain into a landscape area for water quality, retention and absorption to reduce water run off**.

9.16.160 Business park/industrial.

CURRENT	PROPOSED
Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided (Ord. 359 (Attach. 2 (part)), 1992)	Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided. **Permeable surfaces are recommended where feasible**. (Ord. 359 (Attach. 2 (part)), 1992)

9.16.220 Roadway Circulation.

CURRENT	PROPOSED
Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)	Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays **(including pervious paving where feasible)** are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach.

	2 (part)), 1992)

9.16.235 Hillside Development.

CURRENT	PROPOSED
Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.	Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. **Permeable surfaces are recommended where feasible.**

9.17 Landscape and Water Efficiency Requirements

9.17.050 Parking and drive-through landscape areas.

CURRENT	PROPOSED
Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:	Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, **promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces,** and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:
3. Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director. Openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality.	3. **Curb cut** openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. **Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.**

9.17.070 Single family residential development.

CURRENT	PROPOSED
6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback.	6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. **Pervious pavement/surfaces are recommended to reduce water runoff.**

917.080 Multifamily residential development.

CURRENT	PROPOSED
Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls.	Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. **The use of permeable surfaces is recommended for walks and patios to reduce water runoff.**

9.17.090 Commercial, industrial, public and quasi-public development.

CURRENT	PROPOSED
Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged. Such areas should incorporate focal points such as	Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the **use of permeable surface areas that**

water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.	**reduce water run off**. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

917.110 Erosion control/slope planting.

CURRENT	PROPOSED
5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability.	5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, **draining to landscape or permeable surface areas that allow for water retention and absorption.**

917.150 Water efficiency requirements.

CURRENT	PROPOSED
New	**11. Direct all runoff from roofs and hardscape areas to landscaping areas.**
New	**12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.**

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines. The amendment does not have the potential to cause a significant effect on the environment.

NOTIFICATION

A 1/8 page public notice was published in the local newspaper Saturday, April 30, 2011.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-11 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 (Municipal Code Amendment); and,

2. **RECOGNIZE** that PA10-0035 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

Prepared by:	Approved by:
Julia Descoteaux Associate Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-11
3. 9.03.040 Residential Development
4. 9.08.080 Grading
5. 9.11 Parking Pedestrian and Loading
6. 9.16 Design Guidelines
7. 9.17 Landscaping

PUBLIC HEARING ITEMS

1. Case Number: PA10-0035
Amendment to Municipal Code for Water Quality Requirements

Case Planner: Julia Descoteaux, Associate Planner

VICE CHAIR BAKER - Julia, you're up.

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. I'm Julia Descoteaux, Associate Planner. Before you this evening is an Amendment to the City's Municipal Code, Title 9 for Planning and Zoning. The proposed changes are a result of compliance with the 2010 National Pollutant Discharge Elimination System or NPDES, Municipal Separate Storm Sewer MS4 Permit, with compliance required by July 29th, 2011. The MS4 Permit Requires that the City promote green infrastructure/low impact development LID techniques for all projects. The primary changes include revising design requirements to promote onsite water retention and infiltration in an effort to clean water of contaminants prior to the water being discharged from the site into the storm drains or flood control channels which then enter receiving waters such as the Santa Ana Watershed. The proposed changes include the use of water efficient native plants, landscape areas increased and designed to promote water retention, the use of permeable surfaces, having openings in the curbs to convey surface drainage into landscape areas, require parking in excess of the required parking to be constructed of permeable surfaces, reducing the depth of the parking stalls and increasing the landscape, reducing the hardscape areas and the use of permeable surfaces wherever feasible. The Planning Division works with the Applicants and the design requirements, however the Public Works Department is responsible to ensure that the projects meet water quality requirements as well as site grading while complying with the MS4 Permits and they will be providing changes to Municipal Code Section 8.10, which does not require Planning Commission approval. The project does not have the potential to cause a significant effect on the environment, so the project is exempt from the provisions of the California Environmental Quality Act in accordance with Section 15061 as defined by Section 15378. The project was noticed in the local newspaper and to date I have had no inquiries on the proposed changes. There were several changes to the report and I believe you received a green memo regarding that and all sections were appropriate. The word pervious will be replaced with the word permeable in an effort to be consistent with the proposed changes to Municipal Code Title 8 and in addition, Section 9.08.080, the Grading Section, the addition of letter "M" will be deleted from the Attachment 4 on page 100 and on page 70, number 4. This concludes Staff's presentation and at this time I am available to answer any questions for you. Thank you.

VICE CHAIR BAKER – Okay, thank you Julia. Do we have any Commissioner questions?

ASSOCIATE PLANNER DESCOTEAUX – Excuse me…Kent Wegelin is also here to answer questions on the NPDES that you might have as well.

VICE CHAIR BAKER – Okay, thank you

COMMISSIONER VAN NATTA – Did I understand you to say that instead pervious we are using permeable and those changes have already been made in this document?

ASSOCIATE PLANNER DESCOTEAUX – No, I'll be making those

COMMISSIONER VAN NATTA – Oh okay, thank you

VICE CHAIR BAKER – Commissioner Salas, do you? Commissioner Owings, are you okay with this? Do have any comments?

COMMISSIONER OWINGS – No comments; no questions.

VICE CHAIR BAKER – Okay, very good. So we will open this item up to Public Testimony. I have no Speaker Slips on this Item No. 1 from the public, so I'll close Public Testimony and we will open Commissioner's Debate for discussion and if there is any additional discussion on this before we move for a motion and second. Okay, everybody is okay so I will move for a motion and second. On this particular one here, Julia one thing we need to know on that Resolution No., there is 2011… do you know that actual number so we can put that in the minutes.

ASSOCIATE PLANNER DESCOTEAUX – It is 11

VICE CHAIR BAKER – It is 2011-11?

ASSOCIATE PLANNER DESCOTEAUX – Yes

VICE CHAIR BAKER – Okay so whoever makes a motion here, what we need to do is make a motion to approve this resolution and then recommend to the City Council to approve the PA and then recognize the PA10-0035 okay. Do I have a motion for this?

COMMISSIONER VAN NATTA – Okay I move that we **APPROVE** Resolution No. 2011-11 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 Municipal Code Amendment; and,

2. **RECOGNIZE** that PA10-0035 Municipal Code Amendment qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

VICE CHAIR BAKER – Thank you Commissioner Van Natta. Do I have a second?

COMMISSIONER SALAS – I'll second that

VICE CHAIR BAKER – Commissioner Salas will second that. Let's have a vote; all those in favor?

Opposed – 0

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Okay, wrap up

PLANNING OFFICIAL TERELL – Yes this item shall be forwarded to the City Council for final action and I believe that is scheduled like you said for June 14th.

VICE CHAIR BAKER – Okay, thank you very much. Okay we're going to move onto Item No. 2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT - PROJECT NO. 11-41570225

RECOMMENDED ACTION

Staff recommends that the City Council

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing.

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan.

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt.

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity.

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct.

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easements In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024].

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

BACKGROUND

This project is to widen and improve Perris Boulevard from Ironwood Avenue to Manzanita Avenue to an arterial street standard with a curb-to-curb width of 76 feet (76') to 86 feet (86') within a 100 feet (100') to 110 feet (110') right of way. The proposed Perris Boulevard improvements will include curb, gutter, sidewalk, pavement, traffic signal modifications, one new traffic signal, streetlight relocations, signing and striping, and related road improvements. Additionally, right of way acquisition is required for areas where the ultimate street right of way has not been previously obtained.

On September 9, 2008, the environmental document, which was a Mitigated Negative Declaration (MND), was approved by City Council. On September 11, 2008, the Notice of Determination for the MND was filed with the Riverside County Clerk.

In Closed Session on June 1, 2010, the City Council approved appraisals for the fair market value of the right of way for ten (10) properties sought to be acquired, and the City Council authorized staff to proceed with negotiations to purchase all required right of way.

DISCUSSION

The City has been progressing in the steps necessary for the completion of design and acquisition of right of way in order to begin construction of the Project by November

2011. Offer letters required under Government Code § 7267.2 were sent to the property owners for acquisition of easements necessary for the Project. To date the City has acquired easements from all but three of the property owners. City staff is continuing good faith negotiations in an attempt to reach agreement with the remaining property owners, who own the properties identified by APN 474-064-001 (Bernard and Martha Bueche), APN 474-120-008 (Geoffrey and Abira Breskal), and APN 474-120-024 (RPV Investment Group, LLC / Perris Boulevard Trust #11846). If the City is successful in acquisition of the necessary easements through negotiations with any of the remaining three of the property owners, the City can immediately discontinue the eminent domain process for the respective property.

At the hearing on the proposed Resolution of Necessity, the City Council will consider evidence presented by staff, property owners and other interested parties and decide if the requirements set out below are met. The Council may elect to adopt the Resolution of Necessity by a two-thirds vote of all members of the City Council. The amount of compensation to be paid will not be an issue at the hearing nor in determining whether to adopt the Resolution of Necessity. The issues the City Council must consider to adopt the Resolution of Necessity are whether:

(a) The public interest and necessity require the Project (Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue).

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The properties sought to be acquired are necessary for the Project.

(d) The offers required by Government Code § 7267.2 have been made to the owners of record.

Staff has carefully analyzed the requirement for the proposed Project and, based on that analysis has concluded the acquisition of the roadway easement as identified in the proposed Resolution of Necessity are necessary to implement the Project. Staff recommends acquiring three remaining easements, as Perris Boulevard is a major arterial gateway to the City and a critical segment that will benefit residents, commuters, and the City as a whole.

It is also necessary that the Council find that the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement necessary for the Project are exempt from CEQA under § 15061 (b) (3) of the CEQA Guidelines. It has been determined that the proposed activity is within the scope of and is consistent with the approved MND prepared for the Project.

Recent changes in the state eminent domain law have increased the advance time necessary to obtain possession prior to judgment. In order to commence construction work in or about November 2011, the City Council will have to authorize counsel to deposit funds equal to the appraised fair market value of the interests to be acquired and to seek and obtain orders for possession prior to judgment. The properties in

question are either a vacant residential lot or are improved with single family residences and no residents, business, or agricultural use will be displaced by the action.

Staff is requesting the adoption of the proposed Resolution of Necessity for the properties authorizing the filing of eminent domain proceedings, obtaining orders for the deposit of funds for the probable amount of compensation and seeking orders for possession prior to judgment to allow the work to proceed in a timely manner. Staff is providing the City Council with a proposed "Factual Summary to Support Findings Required in the Resolution," attached to this report as Attachments "B" to support the findings necessary for the adoption of the Resolution of Necessity.

ALTERNATIVES

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing, approve and adopt the Planning Division's finding that the Project is consistent with the General Plan, find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt, find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity, find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct, adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easements In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024], and direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders. *This alternative will allow the filing of an eminent domain(s) action to acquire properties necessary so the Project will proceed without interruption.*

2. Do not conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Do not close the hearing, do not approve and adopt the Planning Division's finding that the Project is consistent with the General Plan, do not find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt, do not find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity, do not find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct, do not adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easements In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024], and do not direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The Court action(s) authorized by the proposed Resolution of Necessity will require a deposit of funds equal to the amounts of the projected just compensation for the roadway easement sought in the eminent domain action (the probable compensation). The final just compensation will be determined through further negotiations and settlement or by the final disposition of the court proceeding through entry of judgments and final orders of condemnation in the action after trial. Additional court costs, appraisal, and legal expenses for the eminent domain filing will also accrue.

Transportation Uniform Mitigation Fee (Fund 415 – TUMF) provides a 51.8% reimbursement to the City's 48.2% matching funds from Fund 416 – DIF Arterial Streets

and Fund 417 – DIF Traffic Signals for the Design and Right of Way phases of this project. These funds have been allocated for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue and cannot be utilized for operational activities. There is no impact to the General Fund.

Acquisition costs were budgeted in FY 2010/2011. The costs to proceed with filing the Resolution of Necessity can be paid from the existing budget. If the property goes to trial, the expenses for such will be estimated and addressed at the appropriate time.

BUDGETED FUNDS FOR FISCAL YEAR 2010/2011

TUMF (Account No. 415.70225)	$549,400
DIF Arterial Streets (Account No. 416.78726)	$569,800
DIF Traffic Signals (Account No. 417.79226)	$19,500
Total Funding	$1,138,700

ESTIMATED DESIGN/RIGHT OF WAY COSTS

Remaining Design Costs	$250,000
Right of Way & Utility Relocation	$600,000
Total Estimated Costs	$850,000

ANTICIPATED PROJECT SCHEDULE

Complete Right of Way Acquisition Phase*	September 2011
Construction Start Date**	November 2011
Construction End Date	November 2012

*Contingent upon agreement with remaining property owners
**Contingent on obtaining all right of way via agreement or eminent domain and obtaining full construction funding from Riverside County Transportation Commission (RCTC)

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff is requesting the above recommended actions relating to and including adoption of the Resolution of Necessity to authorize eminent domain proceedings for the Project because settlements with all property owners have not been reached to date.

ATTACHMENTS/EXHIBITS

Attachment "A" - Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easement In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024]

Attachment “B” - Factual Summary to Support Findings Required in of the Resolution of Necessity

Attachment “C” - Location Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
John Terell
Planning Division Manager/Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Viren - 11-41570225 - Perris Blvd.- Ironwood to Manzanita & TS\CC Reports\Staff Report - Resolution of Necessity\Staff Report - Resolution of Necessity 061411 CC Report.doc

RESOLUTION N0. 2011-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION AND TAKING OF THE EASEMENT IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE PROJECT; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY.

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described parcels of property in accordance with CCP Section 1245.235, relating to whether the public interest and necessity require the herein-described project; the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and the property sought to be acquired is necessary for the project; and said hearing was held and conducted before the City Council on June 14, 2011, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of the City Council do hereby vote to adopt this Resolution;

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I, Section 19 thereof, and as authorized by Government Code, Sections 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, Sections 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the permanent

easement interests in the parcels of real property which are shown on the map attached hereto; and described more fully in the description set forth in Exhibit "A" - Right of Way Easement attached hereto; said real property sometimes being hereinafter referred to as "the property" and more commonly known as Assessor's Parcel Nos. 474-064-001, 474-120-008, and 474-120-024. And said Exhibit, as attached hereto and incorporated herein by this reference, describe the general location and extent of the parcels of property, including the easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described parcels of property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: for the widening and improvement of Perris Boulevard from Ironwood Avenue to Manzanita Avenue, for street and highway purposes, for construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including drains, sewers and utilities, and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said parcel of property, said proposed acquisition and use being hereinafter referred to as "the Project".

Section 3. The interests in the parcels of property sought to be condemned herein, which constitutes only a portion of a larger parcel of property, is described herein, and the Property is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The Parcels of Property, or the interest to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code §7267.2 has been made to the property owner or owners of record.

Section 5. In the event any of the Property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of California Code of Civil Procedure, Sections 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the descriptions of the Property, and in the pleadings to be filed which have been authorized herein, as deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the Property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefor are authorized by law, and the taking of said property or property interest is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the Property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain easements in, over, under, across, along, through, and within the Property, as described herein, and to obtain an order permitting the City, as plaintiff, to take immediate possession of the Property for use in construction and completion of the Project, and to obtain all other proper orders and judgment as may be necessary.

Section 9. The City Attorney, and/or the firm retained as counsel to represent the City in the proceedings, are hereby authorized to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the Property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, Sections 1230.010 and following).

Section 10. Deposit in court and payment of money out of proper funds of the City for probable just compensation according to law, for jury fees, reporter's fees, and other litigation expenses, is hereby authorized.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____

Richard Stewart, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

EXHIBIT "A"
RIGHT OF WAY EASEMENT

ASSESSOR'S PARCEL 474-064-001

PARCEL 1

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED SEPTEMBER 2, 2005 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2005-0727587 OF OFFICIAL RECORDS, BEING A PORTION OF THE SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A POINT ON THE CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, NORTH 89°31'02" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY) AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), BEING A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

1st : NORTH 00°19'45" WEST, A DISTANCE OF 45.95 FEET TO A POINT ON A 2250.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 78°11'33" EAST; THENCE LEAVING SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY),

2nd : SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°11'27", AN ARC DISTANCE OF 46.76 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

3rd : SOUTH 89°31'02" WEST, A DISTANCE OF 8.83 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 207 SQUARE FEET (0.005 ACRES), MORE OR LESS.

PARCEL 2

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED SEPTEMBER 2, 2005 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2005-0727587 OF OFFICIAL RECORDS, BEING A PORTION OF THE SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A POINT ON THE CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, NORTH 89°31'02" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), BEING A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, NORTH 00°19'45" WEST, A DISTANCE OF 123.22 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), ALONG SAID LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

1st : NORTH 00°19'45" WEST, A DISTANCE OF 11.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32; THENCE LEAVING SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

2nd : NORTH 89°31'02" EAST, A DISTANCE OF 9.56 FEET; THENCE

3rd : SOUTH 38°40'40" WEST, A DISTANCE OF 15.19 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 56 SQUARE FEET (0.001 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS FOR THESE LEGAL DESCRIPTIONS IS THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN ON RIVERSIDE COUNTY PARCEL MAP NO. 13152, RECORDED DECEMBER 26, 1979 IN PARCEL MAP BOOK 73, PAGE 61, I.E. NORTH 00°19'45" WEST.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE: _____
STEVEN M. HOWELL, LS 5758
LICENSE EXPIRES 6/30/10
DATE: September 18, 2009

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
EXPIRES 06-30-10
No. 5758
STATE OF CALIFORNIA

EXHIBIT "A"

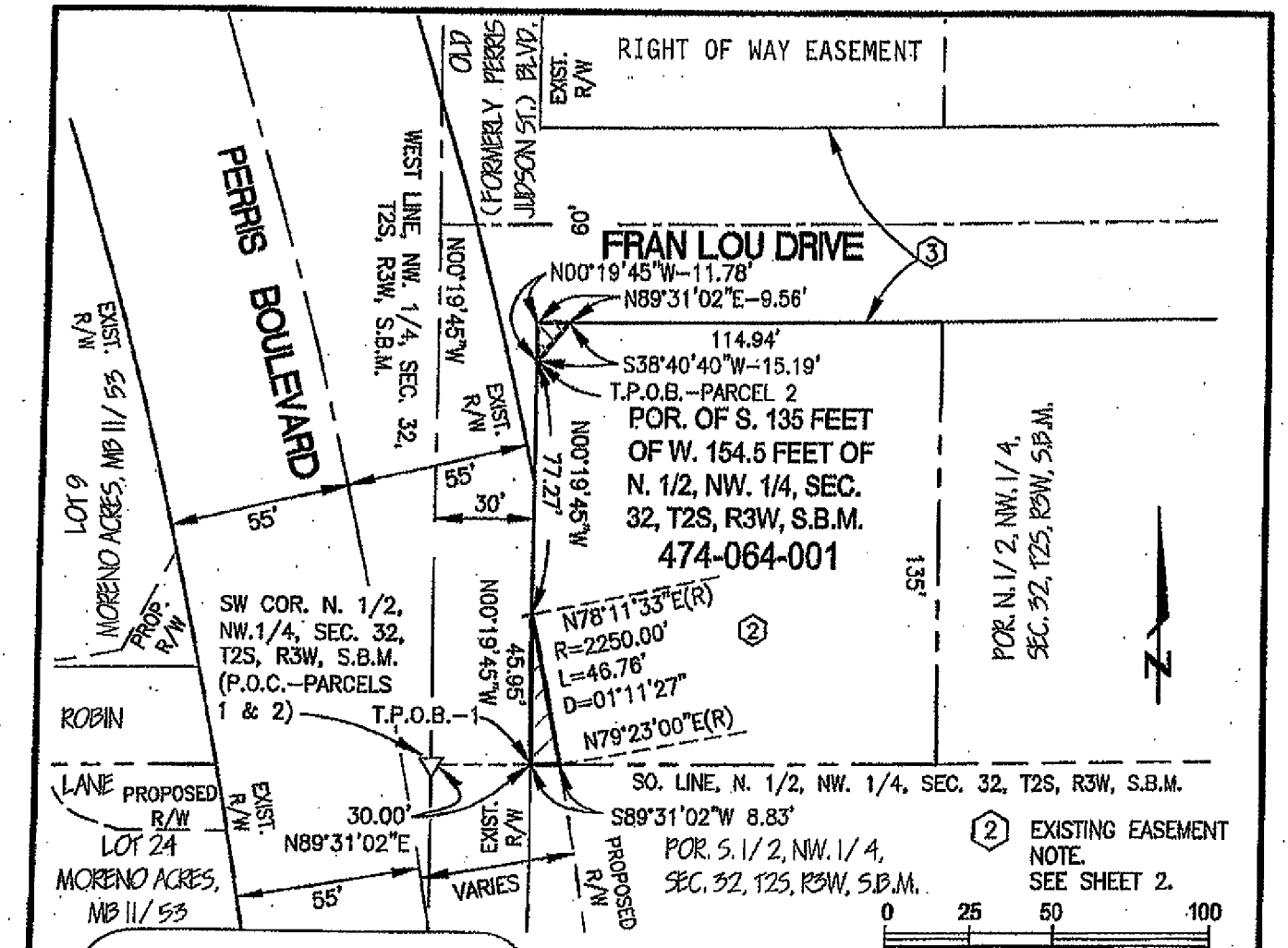

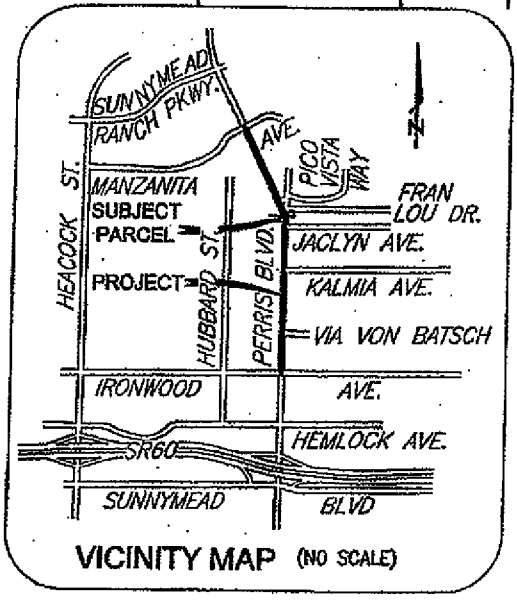

VICINITY MAP (NO SCALE)

LEGEND

- LAND ACQUISITION AREA – PARCEL 1 207 SQ. FT. (0.005 AC.)
- LAND ACQUISITION AREA – PARCEL 2 56 SQ. FT. (0.001 AC.)
- P.O.C. DENOTES POINT OF COMMENCEMENT
- T.P.O.B. DENOTES TRUE POINT OF BEGINNING
- R/W DENOTES RIGHT-OF-WAY

THE BASIS OF BEARINGS IS THE WESTERLY LINE OF THE NW1/4, SEC. 32, T2S, R3W, S.B.B.M. AS SHOWN ON PARCEL MAP NO. 13152, REC. AS PM BK. 73, PG. 61, AS N00°19'45"W.

REFERENCE: TITLE REPORT BY STEWART TITLE OF CALIFORINIA, ORDER NO. 92700295, DATED 03/01/2007.

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
Exp. 6-30-2010
No. 5758
STATE OF CALIFORNIA

SEPTEMBER 18, 2009

AECOM Transportation AECOM
1131 West Sixth Street, Suite 350
Ontario, California 91762
T 909.933.5225 F 909.933.5228
www.aecom.com

CITY OF MORENO VALLEY

PERRIS BOULEVARD WIDENING
IRONWOOD AVE. TO MANZANITA AVE.

EXHIBIT "A"

EXHIBIT "A"

RIGHT OF WAY EASEMENT

ASSESSOR'S PARCEL 474-120-008

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED FEBRUARY 29, 2008 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2008-0099852 OF OFFICIAL RECORDS, BEING A PORTION OF THE WEST 180 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A POINT ON THE CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 32 AND SAID CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), SOUTH 00°00'51" EAST, A DISTANCE OF 1155.47 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE LEAVING SAID WESTERLY LINE, ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, NORTH 89°53'24" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY) ON THE FOLLOWING COURSE;

1st: NORTH 00°00'51" WEST, A DISTANCE OF 165.07 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE LEAVING SAID EASTERLY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32,

2nd: NORTH 89°53'42" EAST, A DISTANCE OF 40.00 FEET; THENCE LEAVING SAID NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, ALONG A LINE PARALLEL WITH AND 70.00 FEET EASTERLY OF SAID WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 32 AND SAID CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY),

3rd: SOUTH 00°00'51" EAST, A DISTANCE OF165.06 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32,

4th: SOUTH 89°53'24" WEST, A DISTANCE OF 40.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 6,603 SQUARE FEET (0.152 ACRES), MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE: _____
STEVEN M. HOWELL, LS 5758
LICENSE EXPIRES 6/30/10
DATE: September 16, 2009

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
EXPIRES 06-30-10
No. 5758
STATE OF CALIFORNIA

EXHIBIT "A"

MV00106920

RIGHT OF WAY EASEMENT

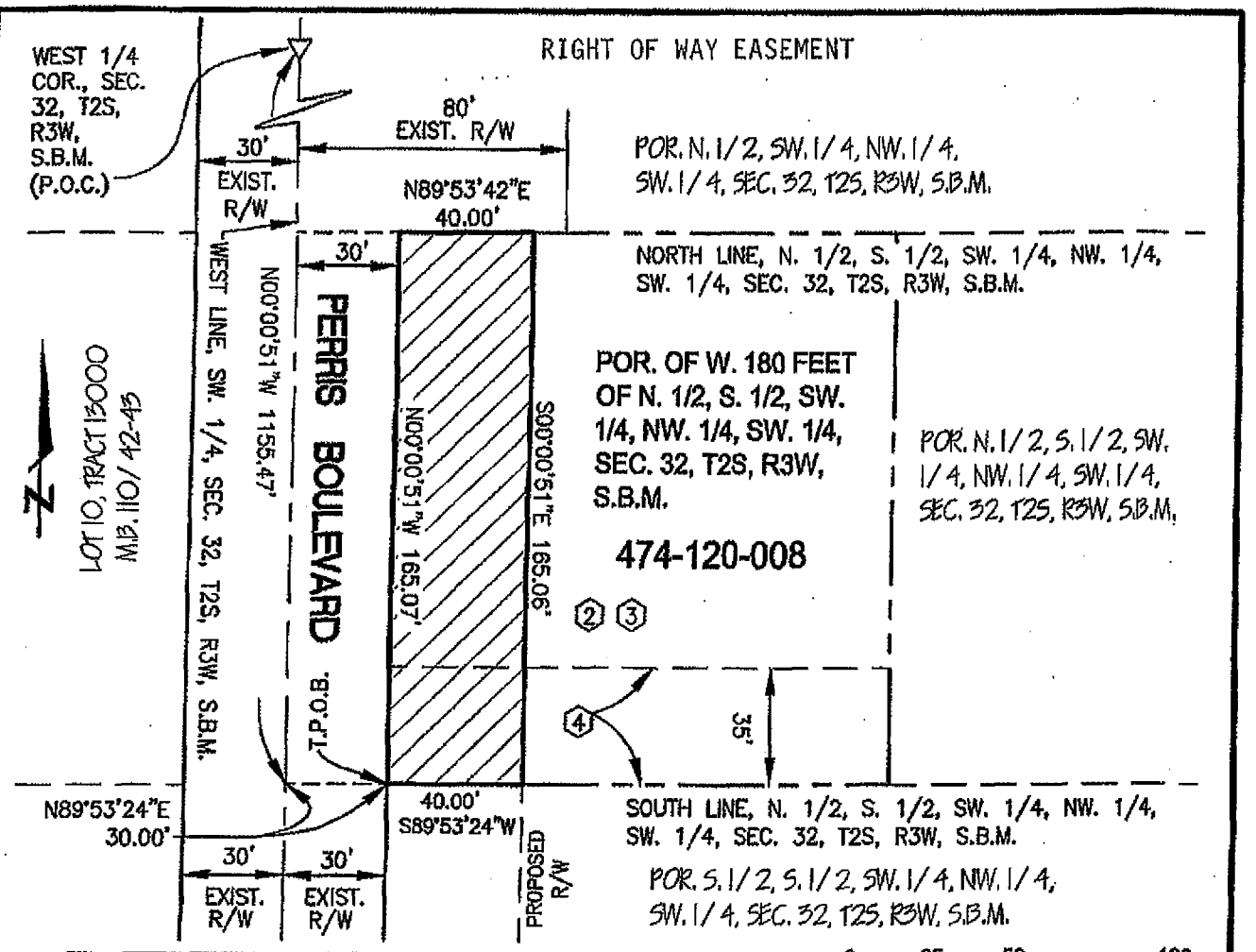

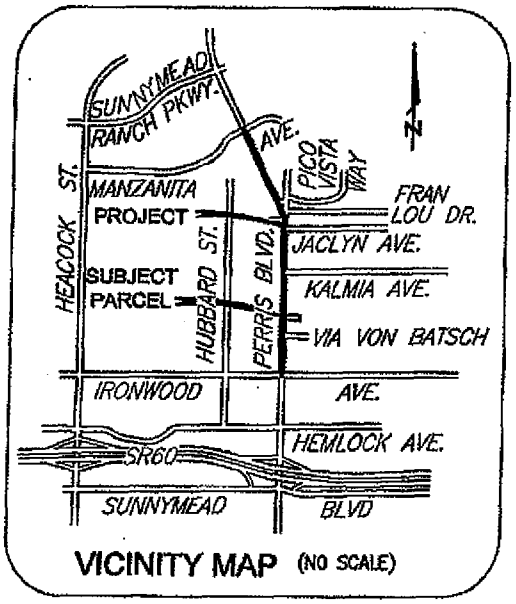

VICINITY MAP (NO SCALE)

LEGEND

▨	LAND ACQUISITION AREA 6,603 SQ. FT. (0.152 AC.)
T.P.O.B.	DENOTES TRUE POINT OF BEGINNING
P.O.C.	DENOTES POINT OF COMMENCEMENT
R/W	DENOTES RIGHT-OF-WAY
(2)	EXISTING EASEMENT NOTE. SEE SHEET 2.

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
Exp. 6-30-2010
No. 5758
STATE OF CALIFORNIA

SEPTEMBER 16, 2009

REFERENCE: TITLE REPORT BY STEWART TITLE OF CALIFORNIA, ORDER NO. 92701300, DATED 03/06/2007.

AECOM Transportation AECOM
1131 West Sixth Street, Suite 350
Ontario, California 91762
T 909.933.5225 F 909.933.5228
www.aecom.com

CITY OF MORENO VALLEY

PERRIS BOULEVARD WIDENING
IRONWOOD AVE. TO MANZANITA AVE.

EXHIBIT "A"

EXHIBIT "A"

RIGHT OF WAY EASEMENT

ASSESSOR'S PARCEL 474-120-024

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED JUNE 4, 2003 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2003-401096 OF OFFICIAL RECORDS, BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7520, RECORDED AUGUST 13, 1976 IN BOOK 26, PAGE 47 OF PARCEL MAPS, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1 OF PARCEL MAP NO. 7520, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PERRIS BOULEVARD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520 AND SAID EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD ON THE FOLLOWING COURSES;

1st : NORTH 00°00'51" WEST (NORTH 00°00'30" EAST PER SAID PARCEL MAP NO. 7520), A DISTANCE OF 125.19 FEET; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520,

2nd : NORTH 42°32'16" EAST (NORTH 42°33'13" EAST PER SAID PARCEL MAP NO. 7520), A DISTANCE OF 33.94 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520,

3rd: NORTH 89°51'36" EAST, A DISTANCE OF14.99 FEET; THENCE LEAVING SAID NORTHERLY LINE,

4th: SOUTH 44°54'47" WEST, A DISTANCE OF 32.49 FEET TO A POINT ON A LINE PARALLEL WITH AND 15.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520 AND SAID EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD; THENCE ALONG SAID PARALLEL LINE,

5th: SOUTH 00°00'51" EAST, A DISTANCE OF 127.19 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520,

6th: SOUTH 89°51'08" WEST (SOUTH 89°52'29" WEST PER SAID PARCEL MAP NO. 7520), A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 2,229 SQUARE FEET (0.051 ACRES), MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE: _____
STEVEN M. HOWELL, LS 5758
LICENSE EXPIRES 6/30/10
DATE: September 22, 2009

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
EXPIRES 06-30-10
No. 5758
STATE OF CALIFORNIA

EXHIBIT "A"

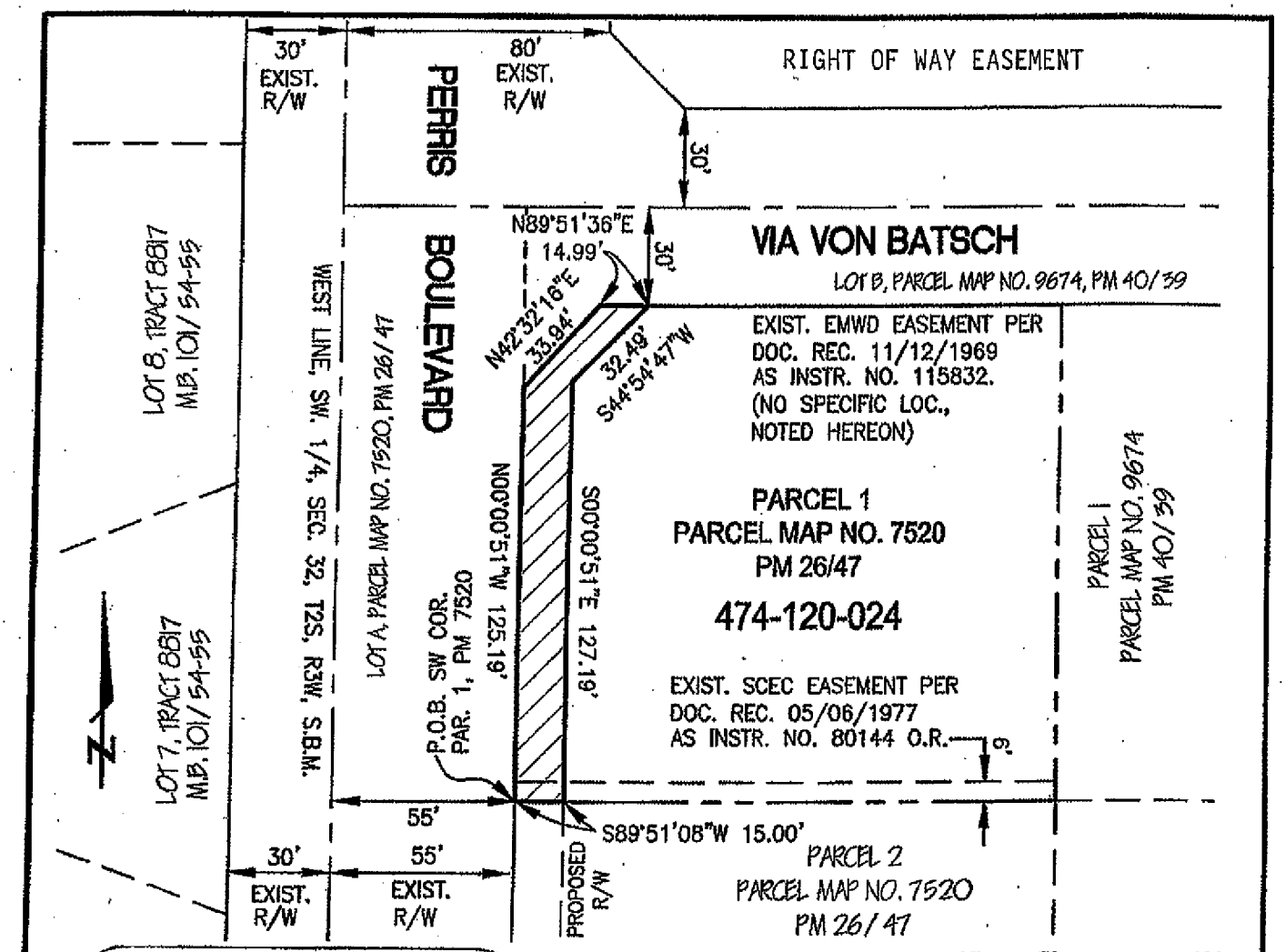

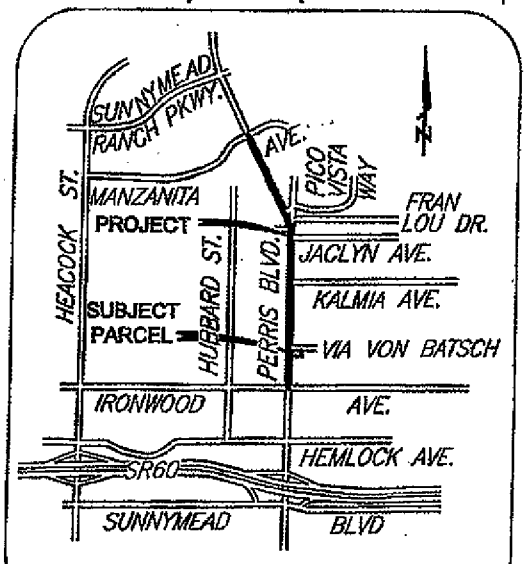

VICINITY MAP (NO SCALE)

LEGEND

▨	LAND ACQUISITION AREA 2,229 SQ. FT. (0.051 AC.)
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT-OF-WAY

REFERENCE: TITLE REPORT BY STEWART TITLE OF CALIFORINIA, ORDER NO. 92701302, DATED 03/05/2007.

LICENSED LAND SURVEYOR ★ STEVEN M. HOWELL ★ Exp. 6-30-2010 No. 5758 STATE OF CALIFORNIA

SEPTEMBER 22, 2009

AECOM Transportation AECOM
1131 West Sixth Street, Suite 350
Ontario, California 91762
T 909.933.5225 F 909.933.5228
www.aecom.com

CITY OF MORENO VALLEY

PERRIS BOULEVARD WIDENING
IRONWOOD AVE. TO MANZANITA AVE.

EXHIBIT "A"

FACTUAL SUMMARY TO SUPPORT
FINDINGS REQUIRED IN RESOLUTION NO. 2011-_____

a) Notice and reasonable opportunity to appear and be heard has been given to the property owner affected by the Resolution of Necessity by the mailing of the Notice of Intent to Adopt Resolution of Necessity to Acquire Certain Real Property or Interest in Property by Eminent Domain on May 26, 2011, in conformance with and as required by statute.

b) The public interest and necessity require this project:

Perris Boulevard from Ironwood Avenue to Manzanita Avenue and the adjoining streets have experienced rapid and heavy increases in traffic volume and the heavy use of the existing street improvements creates significant traffic congestion and constitutes traffic safety hazards. Future growth of the region and development within the area will further add traffic volume. The existing right of way for Perris Boulevard in the area of the Project is insufficient to allow the street improvements as designed to be completed that is necessary to accommodate future increases in anticipated traffic volumes.

It is also necessary to complete the roadway improvements to comply with the City's General Plan and Circulation Element and to provide for more efficient and safe vehicular travel.

The proposed roadway easement will provide sufficient right of way to allow the improvement of Perris Boulevard from Ironwood Avenue to Manzanita Avenue (Project). Without the acquisition of the roadway easement, the Project cannot be completed as planned and the goals and policies of the General Plan cannot be implemented.

The Project involves the widening and rehabilitation of Perris Boulevard from Ironwood Avenue to Manzanita Avenue, including street, signing, striping, and other related road improvements.

The implementation of the Project will implement the City's General Plan and the City Council's goals to create proper and free flowing streets and highways to further implement the Circulation Element of the General Plan.

It is further necessary to adopt the Resolution of Necessity to permit the City to file an eminent domain proceeding, deposit the amount of probable compensation, and obtain an order for possession prior to judgment to allow possession to occur by November 2011, to meet the time schedule for the improvements to Perris Boulevard from Ironwood Avenue to Manzanita Avenue.

Attachment "B"

c) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury:

The design of the improvements for the Project in the area contemplated has been carefully considered to minimize the impact of the Project on adjacent privately owned property while addressing the need for proper traffic flow, circulation and safety. The improvements contemplated by the Project to complete the work of the Project require the acquisition of the roadway easement for the installation, operation, and maintenance of the proposed roadway improvements. The roadway easement acquisition is designed to require the take of the minimum amount of property interests necessary to accomplish and permit the construction of the Project. The Project was planned and located in such a manner that the properties to be acquired in the action have no residents, businesses, or agricultural uses that will be displaced by the Project - thereby minimizing private injury.

d) The fee and easement interests are necessary to the project:

The existing right of way for the Project is not large enough to allow for the construction of the proposed roadway improvements. The additional right of way is necessary to allow for the construction, operation, and maintenance of the proposed roadway improvements. The Project will improve traffic safety and circulation in the area.

e) All required offers have been made to the property owner in conformance with and in the manner required by § 7267.2 of the California Government Code.

MV00106926

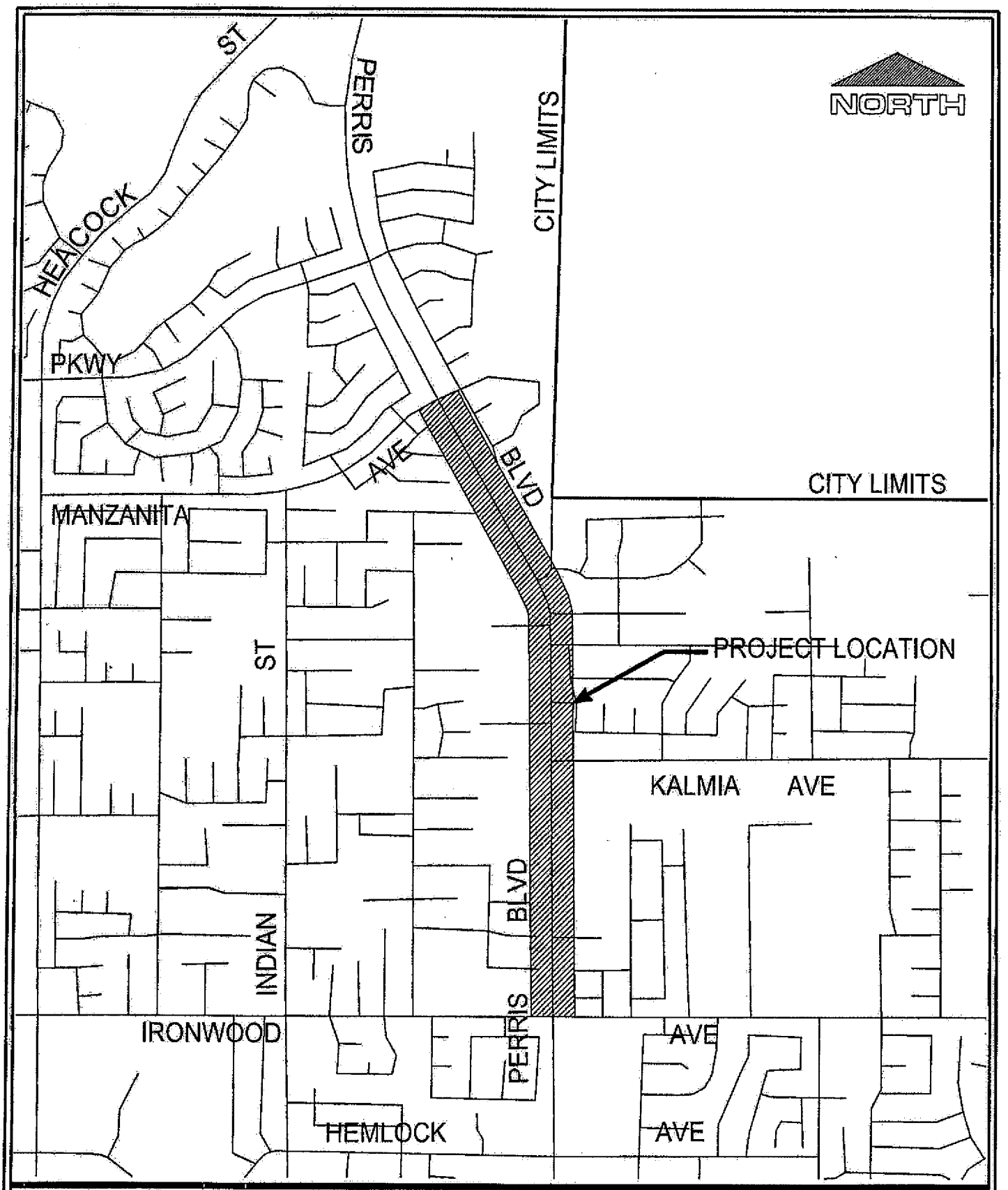

Public Works Department
Capital Projects Division

LOCATION MAP

Scale: None

MORENO VALLEY
WHERE DREAMS SOAR

PERRIS BLVD IMPROVEMENTS FROM IRONWOOD AVE TO MANZANITA AVE
PROJECT NO. 11-41570225

Attachment "C"

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Pro Tem Jesse L. Molina Report on Riverside Transit Agency (RTA)

b. Council Member Co Report on Riverside County Transportation Commission (RCTC)

c. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

d. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G. 2 RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) 60/215 EAST JUNCTION CONSTRUCTION PROJECT **(Informational Oral Presentation - Not for Council Action)**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for a proposed increase in the CSD Zone D annual parcel charge for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone D program provides parkway landscape maintenance at the entry of a tract, around its perimeter, or in the median adjacent to the tract.

The Moreno Valley CSD provides services through full-cost recovery programs. The annual Zone D parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric

utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone D program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected tracts to seek approval for an increase to the annual charge to maintain services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Tracts 19862, 19912, 20941, 21737, 22371, and 31591 the opportunity to approve or oppose the proposed increase in the CSD Zone D annual parcel charge. The proposed CSD Zone D parcel charge for each tract is listed below.

Tract	Number of Parcels	Council District	Location *	2010/11 CSD Zone D Annual Parcel Charge	Proposed 2011/12 CSD Zone D Annual Parcel Charge
19862	35	1	On Ironwood at Weller Place	$150.80	$252.00
19912	138	4	Northwest of Kitching & Iris	84.50	129.00
20941	76	3	Northeast of Lasselle & Bay	104.98	166.00
21737	14	1	On Ironwood at Kilgore	214.04	431.00
22371	39	1	Southeast of Eucalyptus & Kitching	291.42	497.00
31591	33	3	Northwest of Eucalyptus & Morrison	462.70	628.00

* Maps identifying the parcels and landscaped areas are included with each mail ballot packet.

The CSD Zone D charges are subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 14, 2011 and the Public Hearing on June 28, 2011.

If a tract approves the proposed increase by a simple majority (50%+1) of the returned valid ballots, the proposed CSD Zone D parcel charge will be levied on the 2011/12 Riverside County property tax bill. If a tract does not approve the proposed increase by a simple majority of the returned valid ballots, the current CSD Zone D parcel charge shall continue to be levied on the property tax bill, which includes an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan, General Management Policy #2.30.

If revenues from a tract do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is unable to provide the landscape maintenance service.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for the selected tracts for the proposed increase in the CSD Zone D annual parcel charge. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment in a mail ballot proceeding.*

2. **Do not accept public comments** regarding the mail ballot proceedings for the selected tracts for the proposed increase in the CSD Zone D annual parcel charge. *This alternative would be contrary to state statutes.*

FISCAL IMPACT

There is no impact on the General Fund for the operation of the CSD Zone D program. The CSD provides services through various zones, such as Zone D (Parkway Landscape Maintenance), which are full-cost recovery programs. The collection of the CSD Zone D annual charge is restricted for landscape maintenance services and administration of the CSD Zone D program.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness
Continuation of the Zone D services in the landscaped areas of the selected tracts shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The proposed CSD Zone D parcel charge for the selected tracts is based upon actual costs, which include maintenance and administration.

SUMMARY

The action before the CSD Board is to accept public comments regarding the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591. All property owners within the described tracts have two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 14, 2011, and the Public Hearing on June 28, 2011, when the results of the ballot proceedings will be announced.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected tracts. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone D service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each tract is included as Attachments 1 through 6.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and will be published again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Tract 19862
Attachment 2: Sample mail ballot packet for Tract 19912
Attachment 3: Sample mail ballot packet for Tract 20941
Attachment 4: Sample mail ballot packet for Tract 21737
Attachment 5: Sample mail ballot packet for Tract 22371
Attachment 6: Sample mail ballot packet for Tract 31591

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone D\Stfrpt Zone D PM 06.14.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19862 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19862 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $8.43 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 1

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19862 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19862. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $8.43 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19862 annual charge for standard landscape maintenance services is $150.80 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $252.00 per parcel. This equates to an estimated annual increase of approximately 67% or $101.20 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19862.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00106936

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19862 es de $150.80 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $252.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 67% o $101.20 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19862.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00106937

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $252.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00106938

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $252.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00106939

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00106940

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00106941

CSD ZONE D, TRACT 19862
FY 2011/12 BUDGET

LANDSCAPE AREA		8,805	Square Feet or
		0.20	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**252.00**	**or $21.00 per month**
Number of parcels		35	
Total Revenue	**$**	**8,820.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,472.48	
Water (Eastern Municipal Water District)		855.63	
Electricity		-	(Solar Powered)
Vandalism Repair		81.70	
Repair and Replacement/Miscellaneous Direct Expenses		650.29	
Landscape Inspectors/Technicians and Support Services		3,249.78	
Parts and Equipment		212.99	
Subtotal Direct Costs	$	7,522.87	
Indirect Costs			
Miscellaneous Indirect Expenses	$	154.12	
Special Districts Program Administration		377.95	
City Administration		762.88	
Subtotal Indirect Costs	$	1,294.95	
Total Expenses	**$**	**8,817.82**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement/Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19862
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		8,805	Pies Cuadrados
		0.20	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**252.00**	**o $21.00 mensual**
Números de parcelas		35	
Total de Ingresos	**$**	**8,820.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,472.48	
Agua (Eastern Municipal Water District)		855.63	
Electricidad (SCE)		-	(Reloj Solar)
Reparación de Vandalismo		81.70	
Reparación o Reemplazo/Egresos Misceláneos Directos		650.29	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		3,249.78	
Partes y Equipo		212.99	
Subtotal de Costos Directos	$	7,522.87	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	154.12	
Administración de Programa de Servicios Especiales		377.95	
Administración de la Ciudad		762.88	
Subtotal de Costos Indirectos	$	1,294.95	
Total de Egresos	**$**	**8,817.82**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

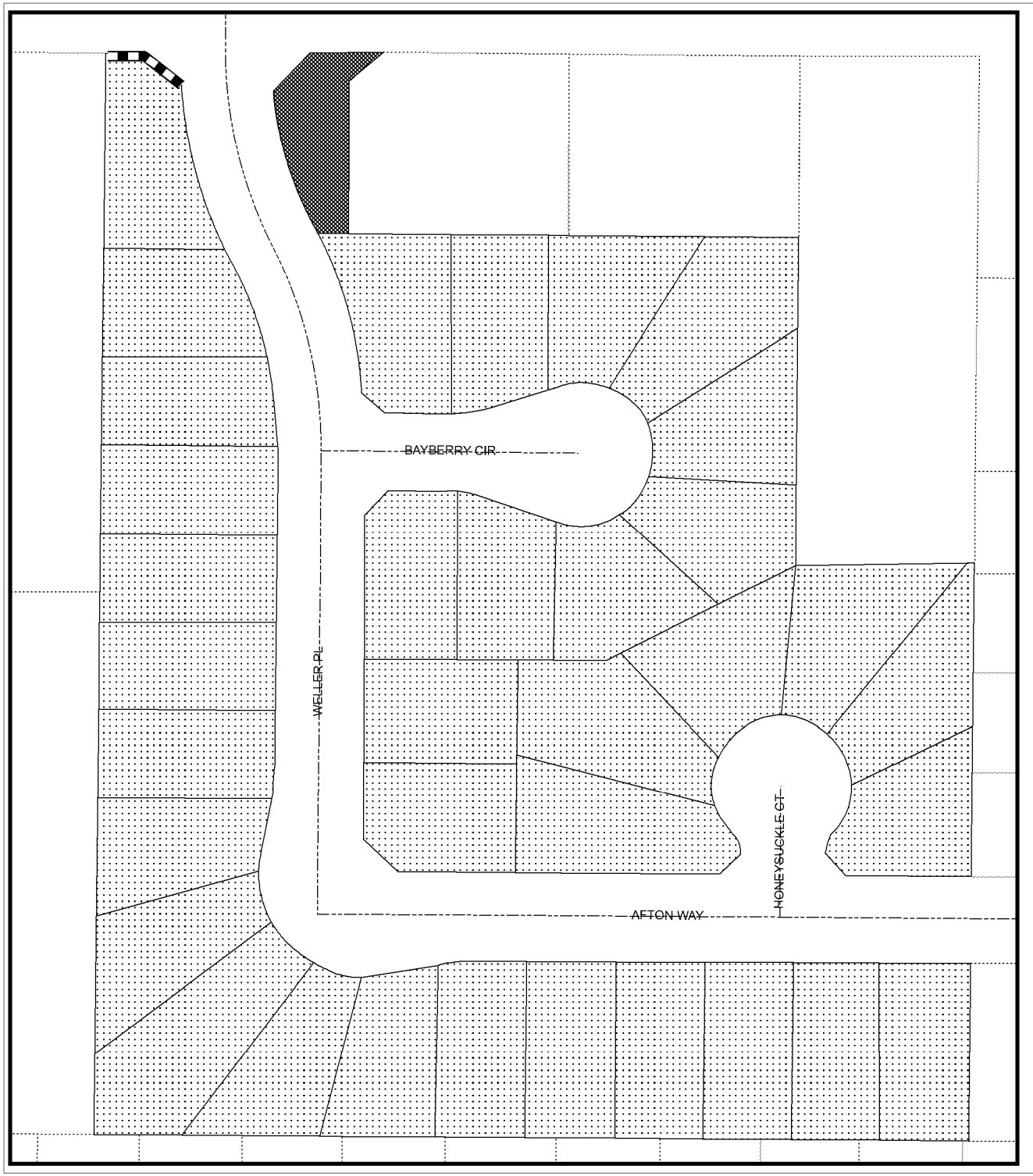

Tract/Fraccionamiento 19862

Median/Camellon

Landscaped Areas/Areas de jardin

Roads/Calles

Parcels/Parcelas

City Boundary/Limite de la ciudad

Tract/Fraccionamiento 19862

Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00106946

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

MV00106947

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19912 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19912 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $3.71 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 2

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19912 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19912. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $3.71 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19912 annual charge for standard landscape maintenance services is $84.50 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $129.00 per parcel. This equates to an estimated annual increase of approximately 53% or $44.50 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19912.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00106950

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19912 es de $84.50 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $129.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 53% o $44.50 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19912.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00106951

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $129.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00106952

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $129.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00106953

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00106954

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00106955

CSD ZONE D, TRACT 19912
FY 2011/12 BUDGET

LANDSCAPE AREA		11,750	Square Feet or
		0.27	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**129.00**	**or $10.75 per month**
Number of parcels		138	
Total Revenue	**$**	**17,802.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	3,299.40	
Water (Eastern Municipal Water District)		3,135.21	
Electricity (SCE)		299.00	
Vandalism Repair		81.23	
Repair and Replacement/Miscellaneous Direct Expenses		1,368.27	
Landscape Inspectors/Technicians and Support Services		6,549.92	
Parts and Equipment		429.27	
Subtotal Direct Costs	$	15,162.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	310.64	
Special Districts Program Administration		761.76	
City Administration		1,537.58	
Subtotal Indirect Costs	$	2,609.98	
Total Expenses	**$**	**17,772.28**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19912
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		11,750	Pies Cuadrados
		0.27	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**129.00**	**o $10.75 mensual**
Números de parcelas		138	
Total de Ingresos	**$**	**17,802.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	3,299.40	
Agua (Eastern Municipal Water District)		3,135.21	
Electricidad (SCE)		299.00	
Reparación de Vandalismo		81.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,368.27	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		6,549.92	
Partes y Equipo		429.27	
Subtotal de Costos Directos	$	15,162.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	310.64	
Administración de Programa de Servicios Especiales		761.76	
Administración de la Ciudad		1,537.58	
Subtotal de Costos Indirectos	$	2,609.98	
Total de Egresos	**$**	**17,772.28**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

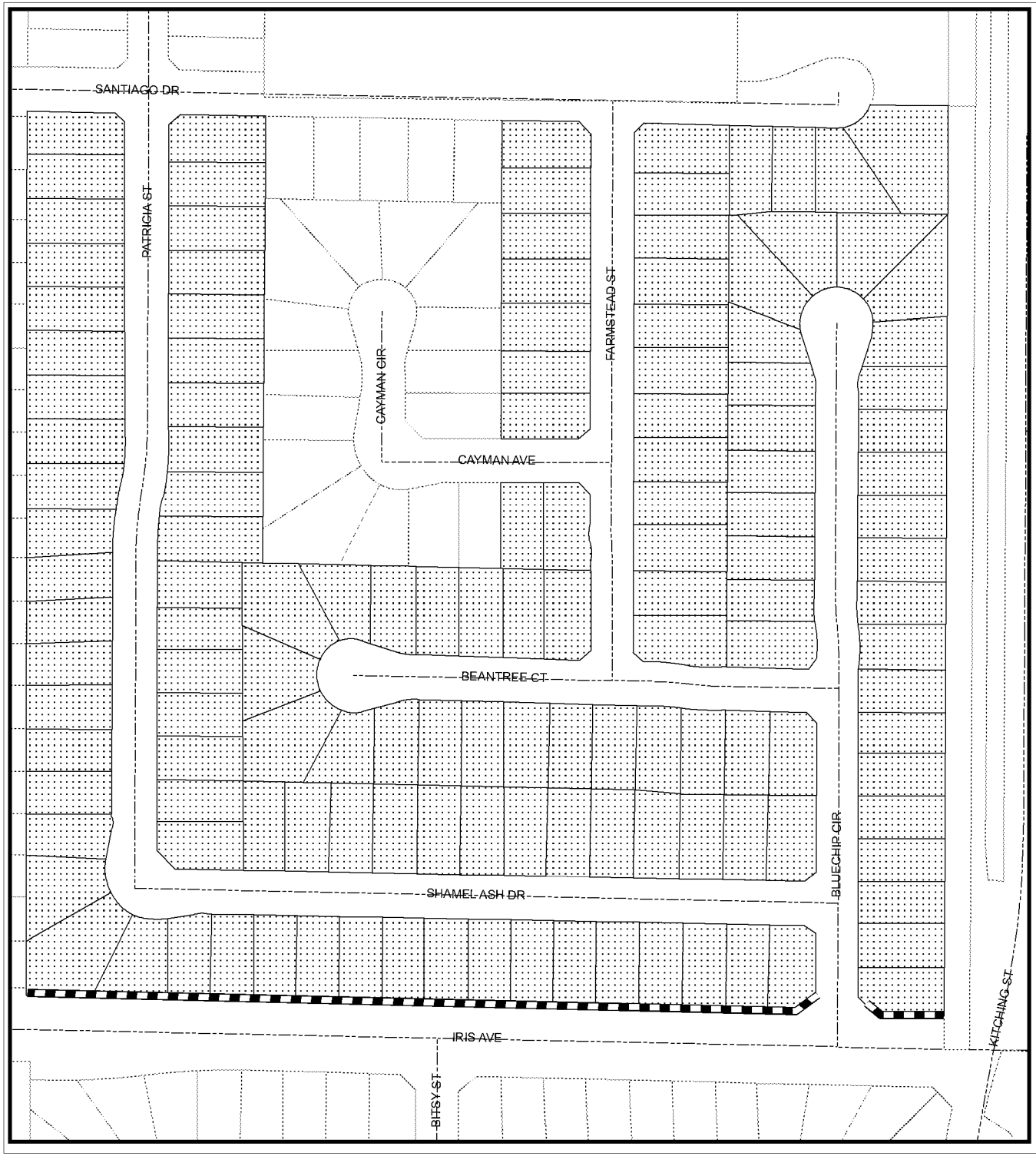

Tract/Fraccionamiento 19912

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 19912

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

N

0 150 300 450 600 Feet

G:\AVP\SDA\Zone D Tract 19912.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00106960

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

MV00106961

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 20941 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 20941 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $5.09 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 20941 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 20941. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $5.09 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 20941 annual charge for standard landscape maintenance services is $104.98 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $166.00 per parcel. This equates to an estimated annual increase of approximately 58% or $61.02 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 20941.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00106964

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 20941 es de $104.98 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $166.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 58% o $61.02 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 20941.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00106965

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $166.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00106966

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $166.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00106967

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00106968

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00106969

CSD ZONE D, TRACT 20941
FY 2011/12 BUDGET

LANDSCAPE AREA		9,600	Square Feet or
		0.22	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**166.00**	**or $13.83 per month**
Number of parcels		76	
Total Revenue	**$**	**12,616.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,695.68	
Water (Eastern Municipal Water District)		1,132.40	
Electricity (SCE)		301.07	
Repair and Replacement/Miscellaneous Direct Expenses		1,676.36	
Landscape Inspectors/Technicians and Support Services		4,646.84	
Parts and Equipment		304.55	
Subtotal Direct Costs	$	10,756.90	
Indirect Costs			
Miscellaneous Indirect Expenses	$	220.38	
Special Districts Program Administration		540.43	
City Administration		1,090.83	
Subtotal Indirect Costs	$	1,851.64	
Total Expenses	**$**	**12,608.54**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 20941
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		9,600	Pies Cuadrados
		0.22	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**166.00**	**o $13.83 mensual**
Números de parcelas		76	
Total de Ingresos	**$**	**12,616.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,695.68	
Agua (Eastern Municipal Water District)		1,132.40	
Electricidad (SCE)		301.07	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,676.36	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		4,646.84	
Partes y Equipo		304.55	
Subtotal de Costos Directos	$	10,756.90	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	220.38	
Administración de Programa de Servicios Especiales		540.43	
Administración de la Ciudad		1,090.83	
Subtotal de Costos Indirectos	$	1,851.64	
Total de Egresos	**$**	**12,608.54**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Tract/Fraccionamiento 20941

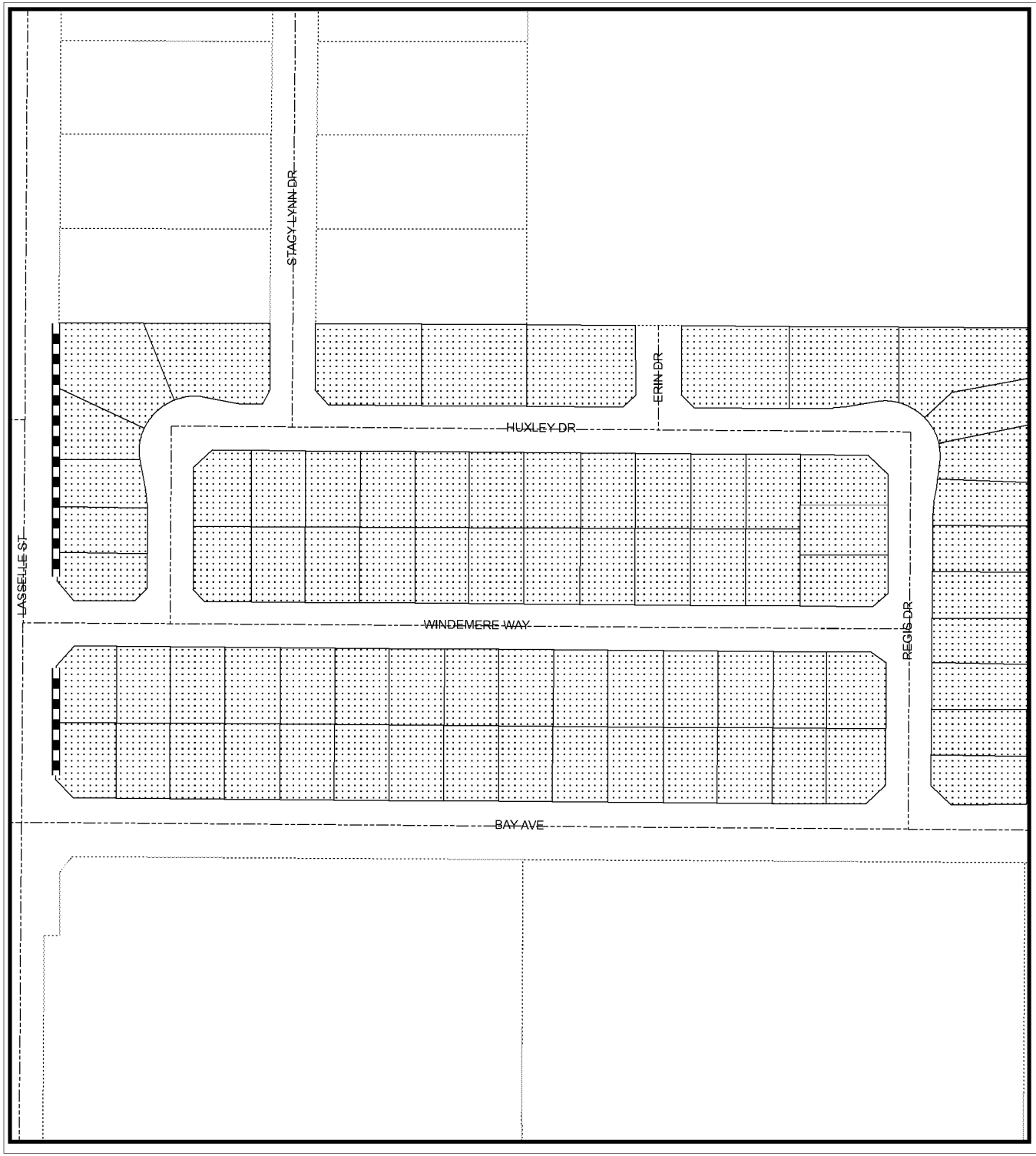

Median/Camellon

Landscaped Areas/Areas de jardin

Roads/Calles

Parcels/Parcelas

City Boundary/Limite de la ciudad

Tract/Fraccionamiento 20941

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

N

0 145 290 435 580 Feet

G:\AVP\SDA\Zone D Tract 20941.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00106974

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. «PARCEL»
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 20941 «APNI»

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si** «APNY»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

Yes, ***I approve*** the increase in the annual charge for Zone D services of $61.02 per parcel **(approximately $5.09 per month)**. The increase will adjust the approved annual charge from $104.98 to $166.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela **(aproximadamente $5.09 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $104.98 a $166.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No** «APNN»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

No, ***I do not approve*** the increase in the annual charge for Zone D services of $61.02 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

«endorse» «sequence»
«Owner1»
«co»
«MAIL_TO_STREET_ADDRESS»
«MAIL_TO_CITY» «State» «zip»

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 21737 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 21737 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $21.63 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 21737 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 21737. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $21.63 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

MV00106977

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 21737 annual charge for standard landscape maintenance services is $214.04 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $468.00 per parcel. This equates to an estimated annual increase of approximately 119% or $253.96 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 21737.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00106978

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 21737 es de $214.04 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $468.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 119% o $253.96 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 21737.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00106979

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $468.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00106980

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $468.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00106981

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00106982

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00106983

CSD ZONE D, TRACT 21737
FY 2011/12 BUDGET

LANDSCAPE AREA		3,920	Square Feet or
		0.09	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**431.00**	**or $35.92 per month**
Number of parcels		14	
Total Revenue	**$**	**6,034.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	1,100.76	
Water (Eastern Municipal Water District)		515.51	
Electricity (SCE)		299.23	
Repair and Replacement/Miscellaneous Direct Expenses		862.83	
Landscape Inspectors/Technicians and Support Services		2,223.83	
Parts and Equipment		145.75	
Subtotal Direct Costs	$	5,147.91	
Indirect Costs			
Miscellaneous Indirect Expenses	$	105.47	
Special Districts Program Administration		258.63	
City Administration		522.04	
Subtotal Indirect Costs	$	886.14	
Total Expenses	**$**	**6,034.05**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 21737
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,920	Pies Cuadrados
		0.09	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**431.00**	**o $35.92 mensual**
Números de parcelas		14	
Total de Ingresos	**$**	**6,034.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	1,100.76	
Agua (Eastern Municipal Water District)		515.51	
Electricidad (SCE)		299.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		862.83	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		2,223.83	
Partes y Equipo		145.75	
Subtotal de Costos Directos	$	5,147.91	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	105.47	
Administración de Programa de Servicios Especiales		258.63	
Administración de la Ciudad		522.04	
Subtotal de Costos Indirectos	$	886.14	
Total de Egresos	**$**	**6,034.05**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

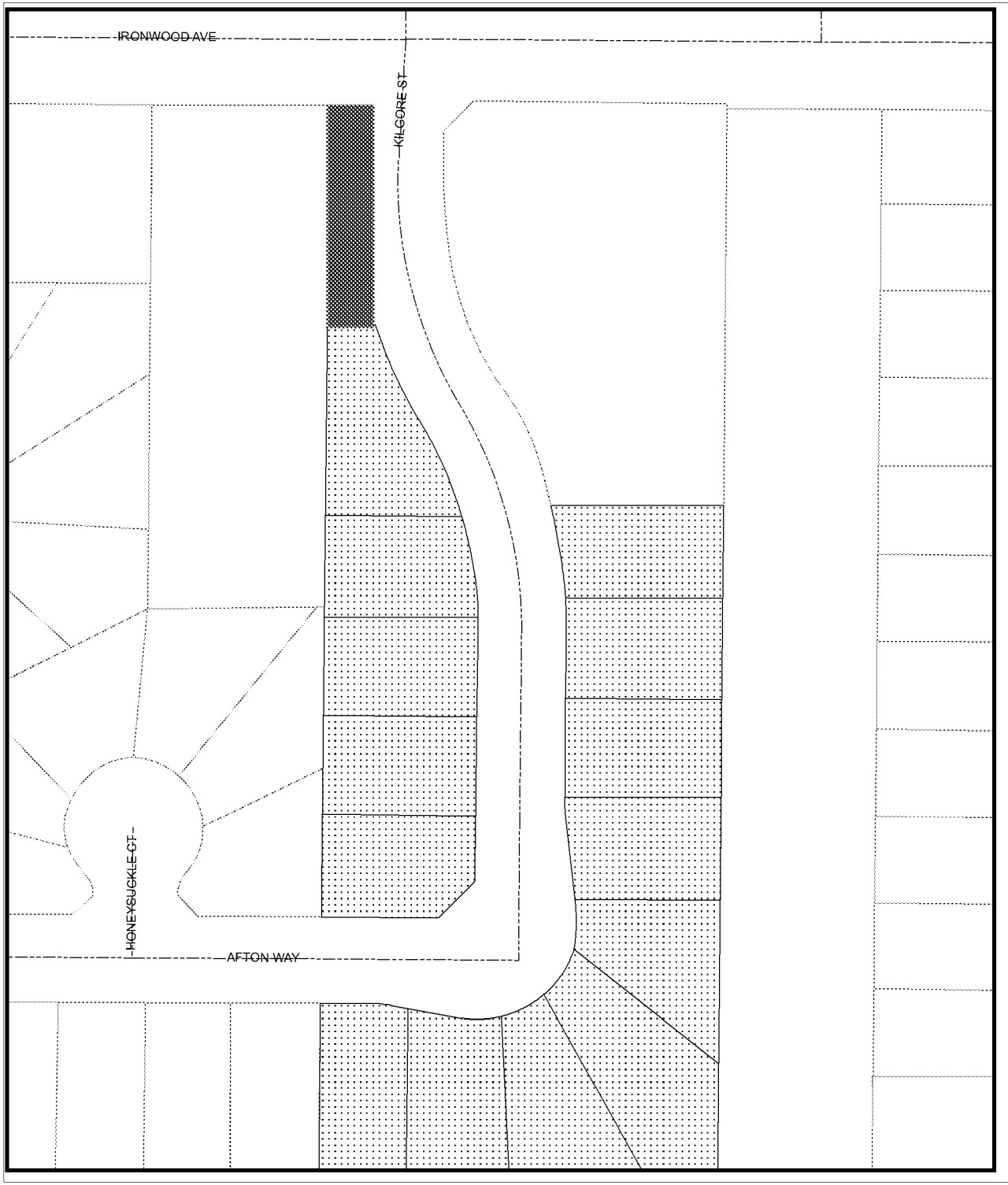

Tract/Fraccionamiento 21737

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 21737
- Expanded Landscaped Entry Statement

Map reflects all changes indicated
on Riverside County Assessor Maps
as of April 4, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00106988

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341024
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 21737

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $216.96 per parcel **(approximately $18.08 per month)** The increase will adjust the approved annual charge from $214.04 to $431.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela **(aproximadamente $18.08 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $214.04 a $431.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $216.96 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000295
MANUEL ENRIGUEZ

24697 AFTON WAY
MORENO VALLEY CA 92557-7842

MV00106989

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 22371 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 22371 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $20.72 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 5

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 22371 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 22371. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $20.72 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 22371 annual charge for standard landscape maintenance services is $291.42 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $540.00 per parcel. This equates to an estimated annual increase of approximately 85% or $248.58 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 22371.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00106992

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 22371 es de $291.42 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $540.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 85% o $248.58 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 22371.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00106993

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $540.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00106994

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $540.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00106995

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00106996

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00106997

CSD ZONE D, TRACT 22371
FY 2011/12 BUDGET

LANDSCAPE AREA		17,844	Square Feet or
		0.41	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**497.00**	**or $41.42 per month**
Number of parcels		39	
Total Revenue	**$**	**19,383.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	5,010.60	
Water (Eastern Municipal Water District)		2,199.50	
Electricity (SCE)		302.38	
Repair and Replacement/Miscellaneous Direct Expenses		1,406.96	
Landscape Inspectors/Technicians and Support Services		7,139.29	
Parts and Equipment		467.90	
Subtotal Direct Costs	$	16,526.63	
Indirect Costs			
Miscellaneous Indirect Expenses	$	338.59	
Special Districts Program Administration		830.31	
City Administration		1,675.93	
Subtotal Indirect Costs	$	2,844.83	
Total Expenses	**$**	**19,371.46**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 22371
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		17,844	Pies Cuadrados
		0.41	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**497.00**	**o $41.42 mensual**
Números de parcelas		39	
Total de Ingresos	**$**	**19,383.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	5,010.60	
Agua (Eastern Municipal Water District)		2,199.50	
Electricidad (SCE)		302.38	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,406.96	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,139.29	
Partes y Equipo		467.90	
Subtotal de Costos Directos	$	16,526.63	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	338.59	
Administración de Programa de Servicios Especiales		830.31	
Administración de la Ciudad		1,675.93	
Subtotal de Costos Indirectos	$	2,844.83	
Total de Egresos	**$**	**19,371.46**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

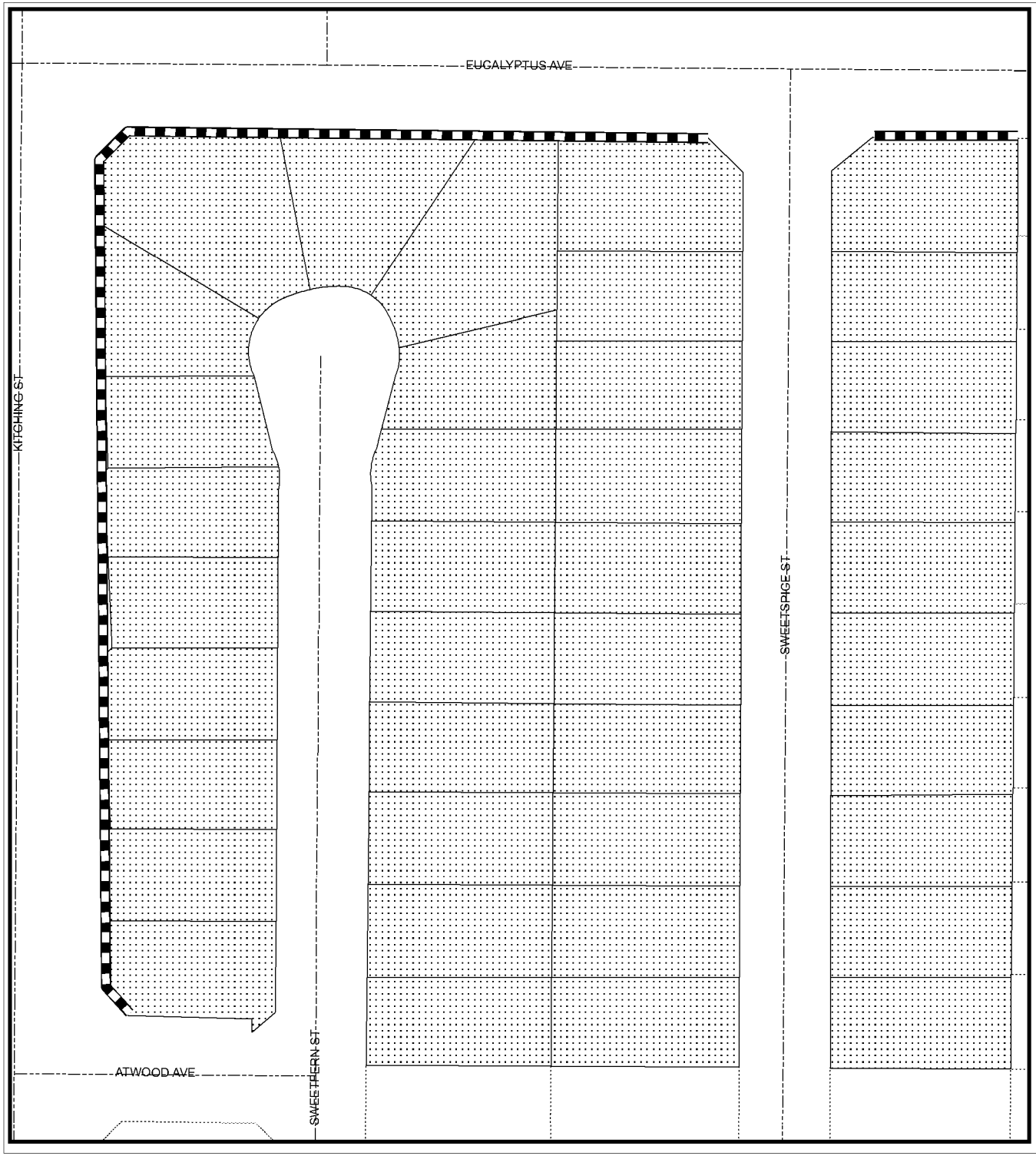

Tract/Fraccionamiento 22371

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 22371

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

G:\AVP\SDA\Zone D Tract 22371.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00107002

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 479524018
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 22371

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $205.58 per parcel **(approximately $17.13 per month)**. The increase will adjust the approved annual charge from $291.42 to $497.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela **(aproximadamente $17.13 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $291.42 a $497.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $205.58 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

MV00107003

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 31591 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 31591 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $18.19 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 6

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 31591 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 31591. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $18.19 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona Des un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 31591 annual charge for standard landscape maintenance services is $462.70 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $681.00 per parcel. This equates to an estimated annual increase of approximately 47% or $218.30 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 31591.

Per Parcel	
Fiscal Year	**Annual Charge**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 31591 es de $462.70 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $681.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 47% o $218.30 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 31591.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $681.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00107008

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $681.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00107010

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 31591
FY 2011/12 BUDGET

LANDSCAPE AREA		16,445	Square Feet or
		0.38	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**628.00**	**or $52.33 per month**
Number of parcels		33	
Total Revenue	**$**	**20,724.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	4,617.60	
Water (Eastern Municipal Water District)		3,043.65	
Electricity (SCE)		306.94	
Vandalism Repair		93.02	
Repair and Replacement/Miscellaneous Direct Expenses		1,467.38	
Landscape Inspectors/Technicians and Support Services		7,626.86	
Parts and Equipment		499.85	
Subtotal Direct Costs	$	17,655.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	361.71	
Special Districts Program Administration		887.01	
City Administration		1,790.39	
Subtotal Indirect Costs	$	3,039.11	
Total Expenses	**$**	**20,694.41**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 31591
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		16,445	Pies Cuadrados
		0.38	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**628.00**	**o $52.33 mensual**
Números de parcelas		33	
Total de Ingresos	**$**	**20,724.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	4,617.60	
Agua (Eastern Municipal Water District)		3,043.65	
Electricidad (SCE)		306.94	
Reparación de Vandalismo		93.02	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,467.38	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,626.86	
Partes y Equipo		499.85	
Subtotal de Costos Directos	$	17,655.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	361.71	
Administración de Programa de Servicios Especiales		887.01	
Administración de la Ciudad		1,790.39	
Subtotal de Costos Indirectos	$	3,039.11	
Total de Egresos	**$**	**20,694.41**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debidc tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

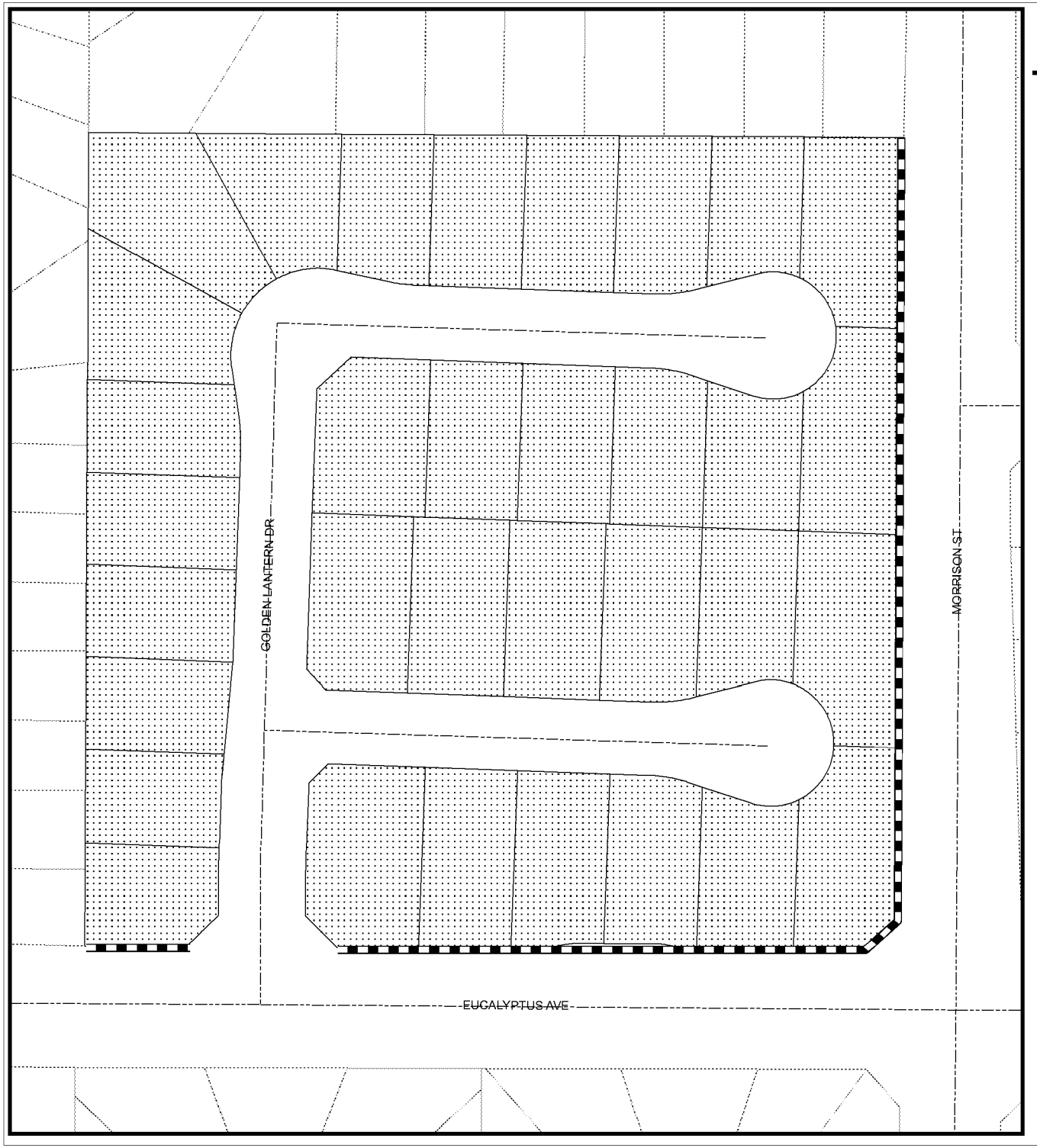

Tract/Fraccionamiento 31591

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 31591

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 85 170 255 340 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00107016

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 487310027
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 31591

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $165.30 per parcel **(approximately $13.78 per month)**. The increase will adjust the approved annual charge from $462.70 to $628.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela **(aproximadamente $13.78 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $462.70 a $628.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $165.30 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

MV00107017

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED SUB-ZONES FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for the proposed increase in the CSD Zone E annual parcel charge for Zone E-1 (TownGate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East) landscape areas.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to commercial and residential properties in designated areas that have landscaped perimeters, open space, medians, and/or entry statements.

The CSD provides extensive landscape maintenance to the landscape areas in Zones E-1, E-2, E-3A, and E-4. Special Districts staff manages private landscape maintenance firms to ensure landscape preservation activities are completed on a regular schedule. Landscape

maintenance includes mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone E program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected sub-zones to seek approval for an increase in the annual charge to maintain landscape services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Zones E-1, E-2, E-3A, and E-4 the opportunity to approve or oppose the proposed increase in the CSD Zone E annual parcel charge. The proposed CSD Zone E parcel charges for each sub-zone are listed below.

CSD Zone	2010/11 CSD Zone E Annual Parcel Charge			Proposed 2011/12 CSD Zone E Annual Parcel Charge		
	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped Parcels	Per Condo Unit	Per Acre	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped Parcels	Per Condo Unit	Per Acre
E-1	$126.36	$57.02	$505.44	$152.00	$69.00	$608.00
E-2	398.46	N/A	N/A	518.00	N/A	N/A
E-3A	67.20	N/A	N/A	108.00	N/A	N/A
E-4	110.00	N/A	440.00	240.00	N/A	960.00

The CSD Zone E charges may be subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The proposed increase in the CSD Zone E (extensive landscape maintenance) parcel charge for each designated sub-zone will be annually levied through the property tax bill process if a simple majority (50%+1) of the returned valid ballots are marked in favor of the increase.

If a majority of the valid ballots returned do not approve the proposed annual parcel charge for each designated sub-zone, the parcel charge shall continue to be levied on the property tax bill at the current rate, which may include an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone E (Extensive Parkway Landscape Maintenance) Service Plan, General Management Policy #2.41. If revenues from a sub-zone do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is unable to provide the landscape maintenance service.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for the proposed increase in the annual parcel charges for CSD Zones E-1, E-2, E-3A, and E-4. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment in a mail ballot proceeding*.

2. **Do not accept public comments** regarding the mail ballot proceeding for the proposed increase in the annual parcel charges for CSD Zones E-1, E-2, E-3A, and E-4. *This alternative would be contrary to state statutes*.

FISCAL IMPACT

There is no impact on the General Fund for the operation of the Community Services District Zone E program. The CSD provides services through various zones, such as Zone E (Extensive Landscape Maintenance), which is a full-cost recovery program. The collection of the CSD Zone E annual charge is restricted for landscape maintenance services and administration of the Zone E program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
The proposed increase in the CSD Zone E parcel charges for Zones E-1, E-2, E-3A, and E-4 are based upon actual costs, which include maintenance and administration.

Community Image, Neighborhood Pride and Cleanliness
Continuation of the Zone E services in the landscaped areas within the described sub-zones will allow the CSD to maintain the current appearance of the areas.

SUMMARY

The action before the CSD Board is to accept public comments regarding the proposed increase in the Zone E annual parcel charge for Zones E-1, E-2, E-3A, and E-4. All property owners within the described zones have two opportunities to address the legislative body.

These two opportunities are the Public Meeting on June 14, 2011, and the Public Hearing on June 28, 2011, when the results of the ballot proceedings will be announced.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected sub-zones. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone E service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each sub-zone is included as Attachments 1 through 4.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and will be published again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Zone E-1
Attachment 2: Sample mail ballot packet for Zone E-2
Attachment 3: Sample mail ballot packet for Zone E-3A
Attachment 4: Sample mail ballot packet for Zone E-4

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-1 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-1 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $2.14 per month** to meet current costs. The Zone E-1 charges will be collected on the County of Riverside property tax bills. The Zone E-1 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-1 are divided proportionally by the number of parcels, acres, or condo units to determine the annual charge per parcel, acre, or condo unit.

ATTACHMENT 1

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-1. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $2.14 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-1 son divididos en proporción al número de parcelas, unidades de condominio y acres para determinar el costo anual por parcela, unidades de condominio y acre.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-1 annual charges for standard landscape maintenance services are $126.36 per residential parcel, $505.44 per acre for nonresidential or undeveloped parcels, or $57.02 per condo unit. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-1 program for FY 2010/11 is $281,584.08.

Proposed Charge

To meet current costs, the Zone E-1 charges are proposed to be adjusted to $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit. This equates to an estimated annual increase of approximately 20% or $25.64 per residential parcel, $102.56 per acre for nonresidential or undeveloped parcels, or $11.98 per condo unit.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-1 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)		Per Condo Unit	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

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¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-1 es de $126.36 por parcela residencial, $505.44 por acre no residencial o parcelas subdesarrolladas, o $57.02 por unidad de condominio. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-1 durante el año fiscal 2010/11 es de $281,584.08.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-1 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio. Este ajuste equivaldría a un aumento anual aproximado de 20% o $25.64 por parcela residencial, $102.56 por acre no residencial o parcelas subdesarrolladas y $11.98 por unidad de condominio.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-1

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)		Por Unidad de Condominio	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

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Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approves the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*

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Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

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2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00107029

CSD ZONE E-1
FY 2011/12 BUDGET

LANDSCAPE AREA		442,569	Square Feet or
		10.16	Acres
REVENUES			
Single Family Parcels (1,042)	**$**	**152.00**	**or $12.67 per month**
Condo Units (67)	**$**	**69.00**	**or $5.75 per month**
Nonresidential/undeveloped Acres (289.19 acres)	**$**	**608.00**	**or $50.67 per month**
Total Revenue	**$**	**338,834.52**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	88,430.00	
Water (Eastern Municipal Water District)		69,200.00	
Electricity (SCE)		4,000.00	
Vandalism Repair		3,400.00	
Repair and Replacement		40,143.52	
Other (mulching, plant material replacement, etc.)		25,400.00	
Landscape Inspectors/Technicians and Support Services		65,511.00	
Parts and Equipment/Miscellaneous Direct Expenses		14,383.00	
Subtotal Direct Costs	$	310,467.52	
Indirect Costs			
Miscellaneous Indirect Expenses	$	2,625.00	
Special Districts Program Administration		8,256.31	
City Administration		17,485.69	
Subtotal Indirect Costs	$	28,367.00	
Total Expenses	**$**	**338,834.52**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-1
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		442,569	Pies Cuadrados
		10.16	Acres
INGRESOS			
Parcelas de Unidades Familiar (1042)	**$**	**152.00**	**o $12.67 mensual**
Unidades de Condominio (67)	**$**	**69.00**	**o $5.75 mensual**
Acres No Residenciales o Subdesarrollados (289.19 acres)	**$**	**608.00**	**o $50.67 mensual**
Total de Ingresos	**$**	**338,834.52**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	88,430.00	
Agua (Eastern Municipal Water District)		69,200.00	
Electricidad (SCE)		4,000.00	
Reparación de Vandalismo		3,400.00	
Reparación o Reemplazo		40,143.52	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		25,400.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		65,511.00	
Partes y Equipo/Egresos Misceláneos Directos		14,383.00	
Subtotal de Costos Directos	$	310,467.52	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	2,625.00	
Administración de Programa de Servicios Especiales		8,256.31	
Administración de la Ciudad		17,485.69	
Subtotal de Costos Indirectos	$	28,367.00	
Total de Egresos	**$**	**338,834.52**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

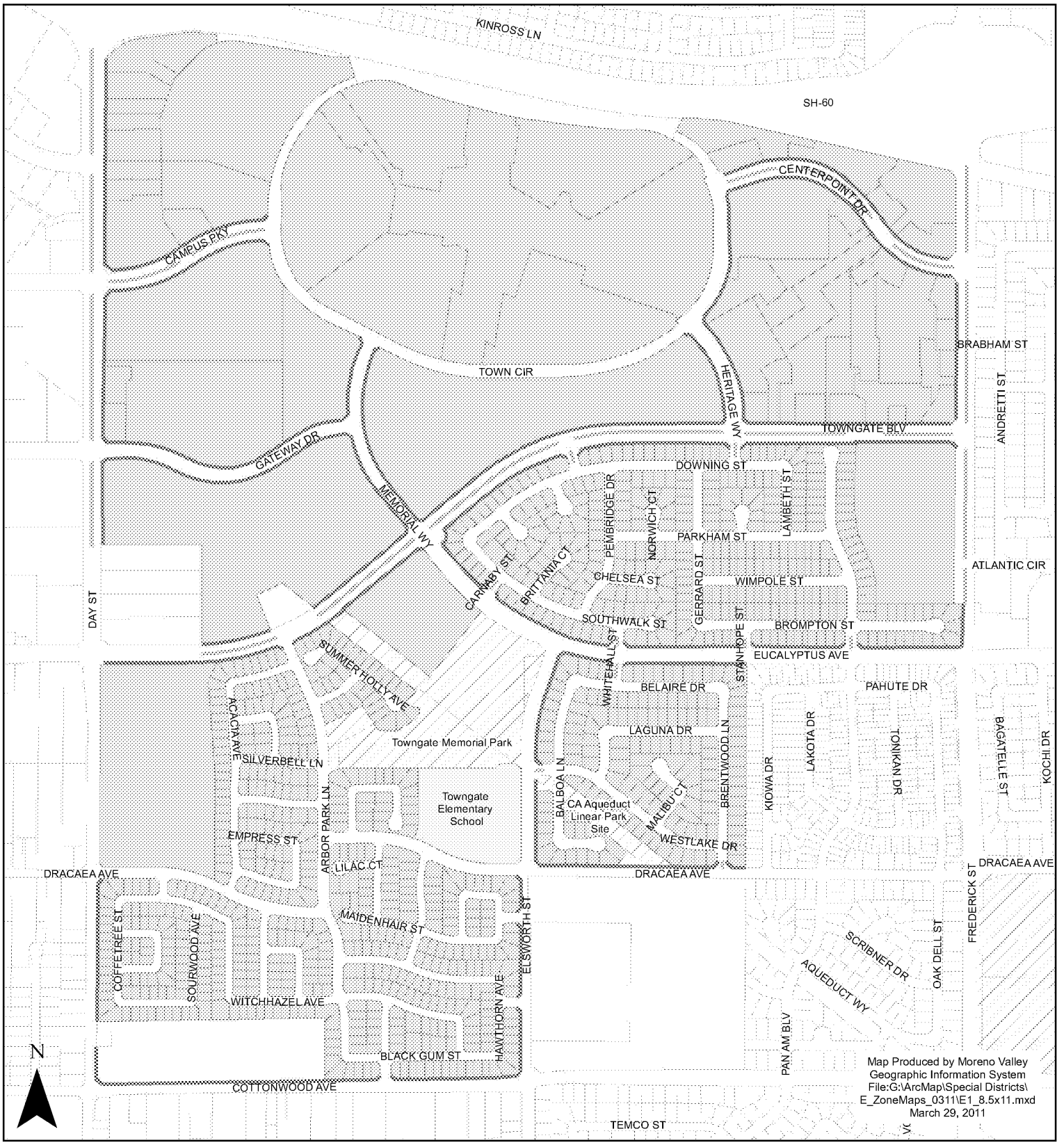

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 291535016
CSD ZONE E-1 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-1 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-1. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel **(approximately $2.14 per month)**. The increase will adjust the approved annual charge from $126.36 to $152.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial **(aproximadamente $2.14 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $126.36 a $152.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel. I understand landscaping services for Zone E-1 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-1 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

MIXED AADC 923 0001169
FEDERAL NATL MORTGAGE ASSN
C/O IBM LENDER BUSINESS PROC SVCS
14523 SW MILLIKAN WAY STE 200
BEAVERTON OR 97005-2352

MV00107035

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-2 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-2 annual charges. If approved, beginning in FY 2011/12 annual charge shall be **increased by approximately $9.96 per month per residential parcel or Equivalent Dwelling Unit (EDU) for undeveloped parcels** to meet current costs. The Zone E-2 charge is collected on the County of Riverside property tax bills. The Zone E-2 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-2 are divided proportionally by the number of residential parcels or EDUs to determine the annual charge per parcel or EDU.

ATTACHMENT 2

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-2

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-2. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual **por parcela residencial o Unidad de Vivencia Equivalente en parcelas subdesarrolladas (UVE) aumentara aproximadamente $9.96 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-2 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-2 son divididos en proporción al número de parcelas residenciales o UVE's para determinar el costo anual por parcela residencial o UVE.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize these cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-2 annual charges for standard landscape maintenance services are $398.46 per residential parcel or EDU. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-2 program for FY 2010/11 is $480,941.22.

Proposed Charge

To meet current costs, the Zone E-2 charges are proposed to be adjusted to $518.00 per residential parcel or EDU. This equates to an estimated annual increase of approximately 30% or $119.54 per residential parcel or EDU.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-2 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Equivalent Dwelling Unit (Undeveloped Parcels)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00107038

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-2 es de $398.46 por parcela residencial o UVE. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-2 durante el año fiscal 2010/11 es de $480,941.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-2 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $518.00 por parcela residencial o UVE. Este ajuste equivaldría a un aumento anual aproximado de 30% o $119.54 por parcela residencial o UVE.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-2

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Unidad de Vivienda Equivalente (Parcelas Subdesarrolladas)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00107039

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $518.00 per residential parcel or EDU shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00107040

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $518 por parcela residencial o UVE será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00107042

su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00107043

CSD ZONE E-2
FY 2011/12 BUDGET

LANDSCAPE AREA	3,574,098	Square Feet or
	82.05	Acres
REVENUES		
Proposed Annual Zone E-2 Charge	**$ 518.00**	**or $43.16 per month**
Number of parcels/EDUs	1,207	
Total Revenue	**$ 625,226.00**	
EXPENSES		
Direct Costs		
Base Maintenance Contract	$ 188,400.00	
Water (Eastern Municipal Water District)	105,300.00	
Electricity (SCE)	6,300.00	
Vandalism Repair	5,400.00	
Repair and Replacement	94,070.00	
Other (mulching, plant material replacement, etc.)	47,700.00	
Landscape Inspectors/Technicians and Support Services	114,929.00	
Parts and Equipment/Miscellaneous Direct Expenses	14,284.00	
Subtotal Direct Costs	$ 576,383.00	
Indirect Costs		
Miscellaneous Indirect Expenses	$ 4,602.00	
Special Districts Program Administration	13,565.66	
City Administration	30,675.34	
Subtotal Indirect Costs	$ 48,843.00	
Total Expenses	**$ 625,226.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-2
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,574,098	Pies Cuadrados
		82.05	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona E-2	**$**	**518.00**	**o $43.16 mensual**
Números de parcelas/UVE		**1,207.00**	
Total de Ingresos	**$**	**625,226.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	188,400.00	
Agua (Eastern Municipal Water District)		105,300.00	
Electricidad (SCE)		6,300.00	
Reparación de Vandalismo		5,400.00	
Reparación o Reemplazo		94,070.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		47,700.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		114,929.00	
Partes y Equipo/Egresos Misceláneos Directos		14,284.00	
Subtotal de Costos Directos	$	576,383.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	4,602.00	
Administración de Programa de Servicios Especiales		13,565.66	
Administración de la Ciudad		30,675.34	
Subtotal de Costos Indirectos	$	48,843.00	
Total de Egresos	**$**	**625,226.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

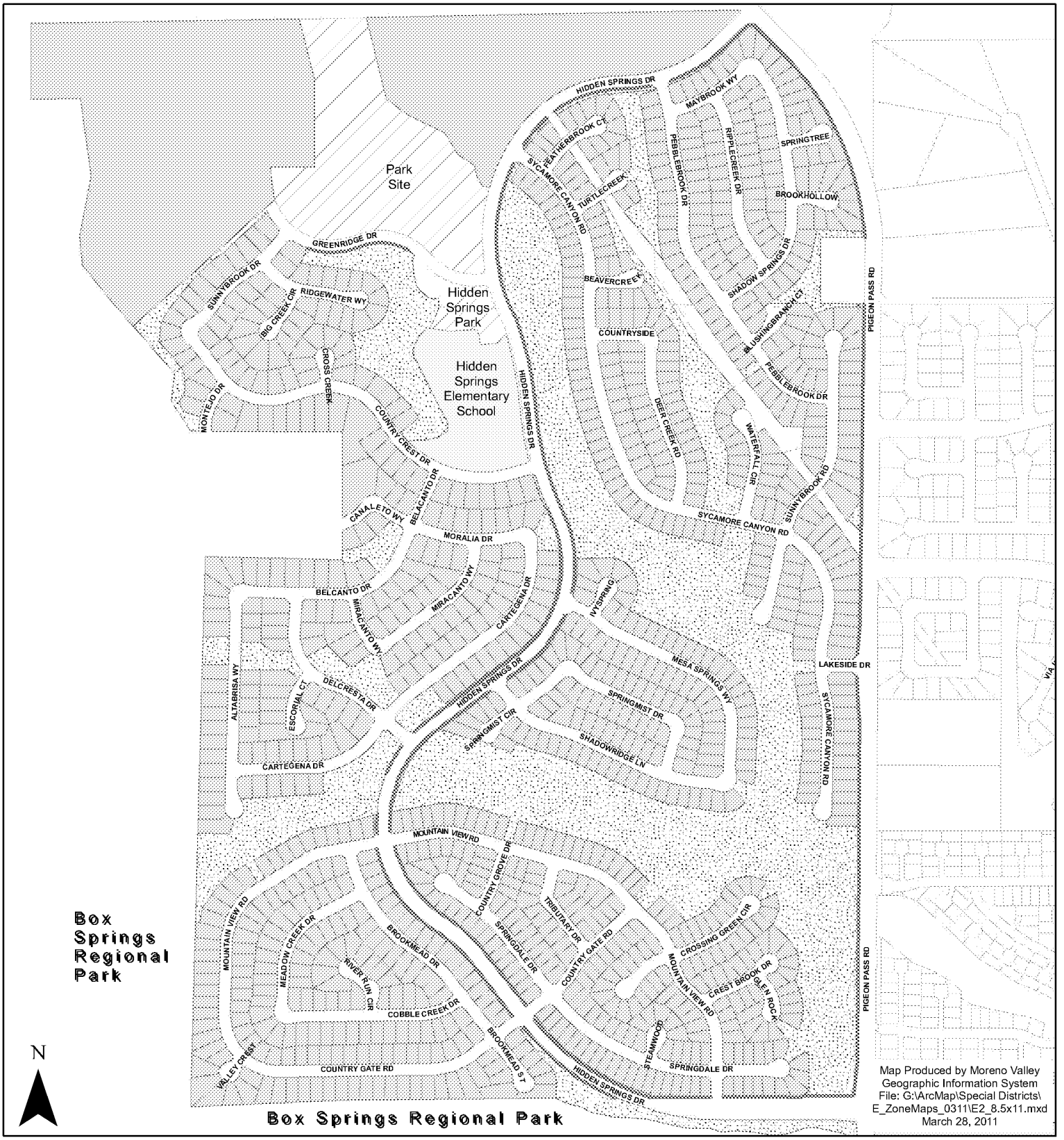

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E_ZoneMaps_0311\E2_8.5x11.mxd
March 28, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY
WHERE DREAMS SOAR

MV00107048

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 260413014
CSD ZONE E-2 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-2 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-2. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit **(approximately $9.96 per month)**. The increase will adjust the approved annual charge from $398.46 to $518.00 per residential parcel or Equivalent Dwelling Unit for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente **(aproximadamente $9.96 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $398.46 a $518.00 por parcela o Unidad de Vivienda Equivalente para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit. I understand landscaping services for Zone E-2 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente. Entiendo que los servicios de jardinería de la Zona E-2 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SCH 5-DIGIT 92554 0000001
YASER R TELLO

11411 STEEPLECHASE DR
MORENO VALLEY CA 92555-1407

MV00107049

TEL: 951.413.3480
FAX: 951.413.3498
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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-3A ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. In order to maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-3A annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by $3.40 per month** to meet current costs. The Zone E-3A charges are collected on the County of Riverside property tax bills. The Zone E-3A annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-3A are divided proportionally by the number of parcels to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-3A. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara a $3.40 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-3A es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-3A son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-3A annual charges for standard landscape maintenance services are $67.20 per residential parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-3A program for FY 2010/11 is $31,516.80.

Proposed Charge

To meet current costs, the Zone E-3A charges are proposed to be adjusted to $108.00 per residential parcel. This equates to an estimated annual increase of approximately 61% or $40.80 per residential parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-3A Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel	
Fiscal Year	**Annual Charge**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00107052

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-3A es de $67.20 por parcela residencial. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-3A durante el año fiscal 2010/11 es de $31,516.80.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-3A para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $108.00 por parcela residencial. Este ajuste equivaldría a un aumento anual aproximado de 61% o $40.80 por parcela residencial.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-3A

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $108.00 per residential parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00107054

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $108 por parcela residencial será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

MV00107055

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00107056

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00107057

CSD ZONE E-3A
FY 2011/12 BUDGET

LANDSCAPE AREA		771,002.80	Square Feet or
		1.63	Acres
REVENUES			
Proposed Annual Zone E-3A Charge	**$**	**108.00**	**or $9.00 per month**
Number of parcels		470	
Total Revenue	**$**	**50,760.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	12,000.00	
Water (Eastern Municipal Water District)		2,400.00	
Electricity (SCE)		1,100.00	
Vandalism Repair		1,500.00	
Repair and Replacement		1,420.00	
Other (mulching, plant material replacement, etc.)		7,300.00	
Landscape Inspectors/Technicians and Support Services		15,604.00	
Parts and Equipment/Miscellaneous Direct Expenses		2,291.00	
Subtotal Direct Costs	$	43,615.00	
Indirect Costs			
Miscellaneous Indirect Expenses	$	625.00	
Special Districts Program Administration		2,354.99	
City Administration		4,165.01	
Subtotal Indirect Costs	$	7,145.00	
Total Expenses	**$**	**50,760.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-3A
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		771,002.80	Pies Cuadrados
		1.63	Acres
INGRESOS			
Carga Anual Propuesto para la Zona E-3A	**$**	**108.00**	**o $9.00 mensual**
Numero de parcelas		**470.00**	
Total de Ingresos	**$**	**50,760.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	12,000.00	
Agua (Eastern Municipal Water District)		2,400.00	
Electricidad (SCE)		1,100.00	
Reparación de Vandalismo		1,500.00	
Reparación o Reemplazo		1,420.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		7,300.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		15,604.00	
Partes y Equipo/Egresos Misceláneos Directos		2,291.00	
Subtotal de Costos Directos	$	43,615.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	625.00	
Administración de Programa de Servicios Especiales		2,354.99	
Administración de la Ciudad		4,165.01	
Subtotal de Costos Indirectos	$	7,145.00	
Total de Egresos	**$**	**50,760.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

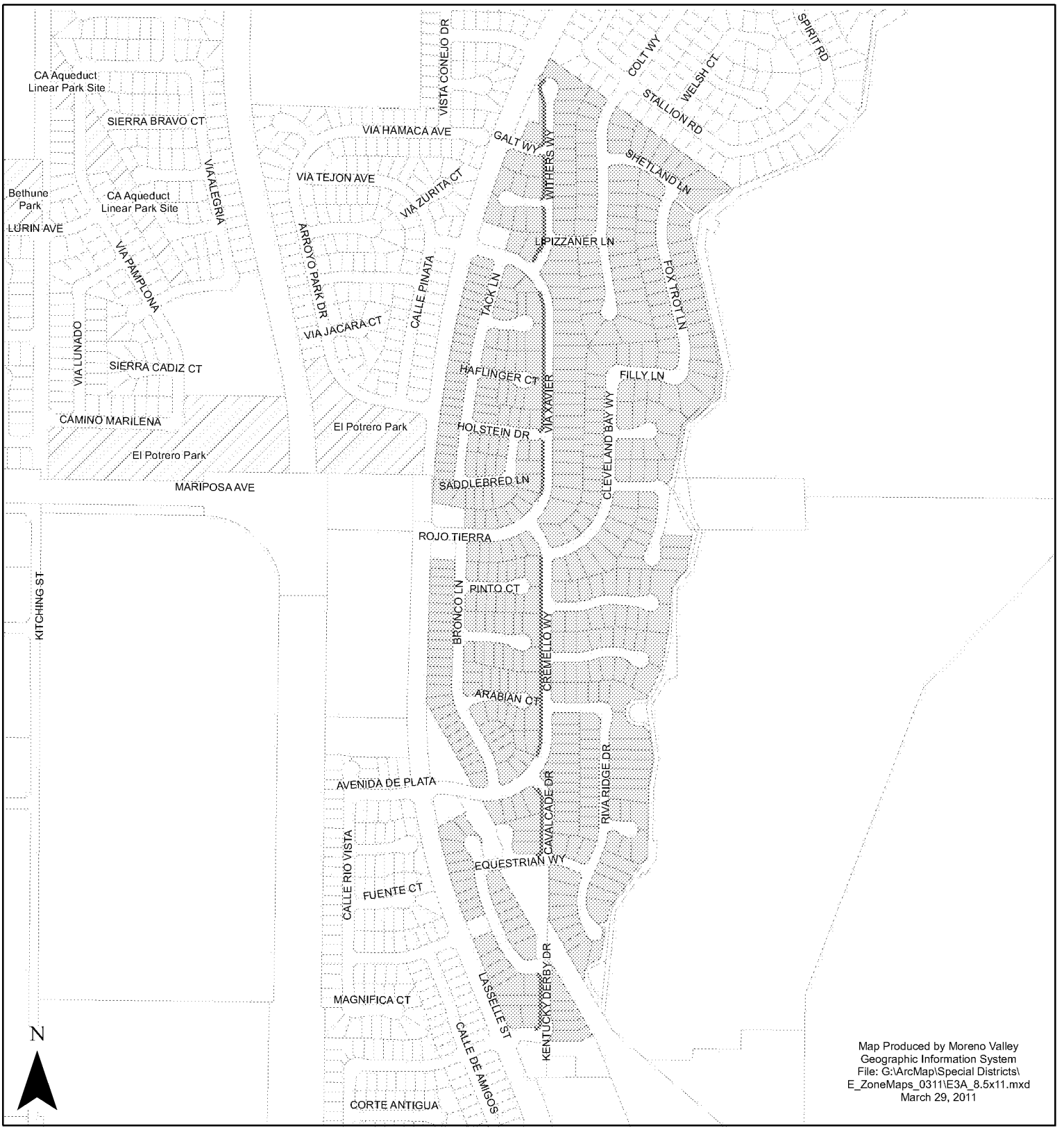

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 308511024
CSD ZONE E-3A (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-3A annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-3A. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel **($3.40 per month)**. The increase will adjust the approved annual charge from $67.20 to $108.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial **(a $3.40 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $67.20 a $108.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel. I understand landscaping services for Zone E-3A shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-3A serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000095
ROSA ESPINOZA

16556 WITHERS WAY
MORENO VALLEY CA 92555-3343

MV00107063

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-4 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-4 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $10.83 per month** to meet current costs. The Zone E-4 annual charges are collected on the County of Riverside property tax bills. The Zone E-4 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-4 are divided proportionally by the number of parcels or acres to determine the annual charge per parcel or acre.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-4

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-4. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $10.83 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-4 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-4 son divididos en proporción al número de parcelas o acres para determinar el costo anual por parcela o acres.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-4 annual charges for standard landscape maintenance services are $110.00 per residential parcel or $440.00 per acre for nonresidential or undeveloped parcels. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-4 program for FY 2010/11 is $251,873.60.

Proposed Charge

To meet current costs, the Zone E-4 charges are proposed to be adjusted to $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels. This equates to an estimated annual increase of approximately 118% or $130.00 per residential parcel or $520.00 per acre for nonresidential or undeveloped parcels.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-4 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-4 es de $110.00 por parcela residencial, $960.00 por acre no residencial o parcelas subdesarrolladas. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-4 durante el año fiscal 2010/11 es de $251,873.60.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-4 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas. Este ajuste equivaldría a un aumento anual aproximado de 118% o $130.00 por parcela residencial, $520.00 por acre no residencial o parcelas subdesarrolladas.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-4

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00107067

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00107068

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk).

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00107070

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00107071

CSD ZONE E-4
FY 2011/12 BUDGET

LANDSCAPE AREA		1,205,727	Square Feet or
		27.80	Acres
REVENUES			
Single Family Parcels (2,063)	**$**	**240.00**	**or $20.00 per month**
Nonresidential/undeveloped parcels (56.69 acres)	**$**	**960.00**	**or $80.00 per month**
Total Revenue	**$**	**549,542.40**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	173,985.00	
Water (Eastern Municipal Water District)		39,700.00	
Electricity (SCE)		3,500.00	
Vandalism Repair		1,900.00	
Other (mulching, plant material replacement, etc.)		101,586.40	
Landscape Inspectors/Technicians and Support Services		146,320.00	
Parts and Equipment/Miscellaneous Direct Expenses		19,801.00	
Subtotal Direct Costs	$	486,792.40	
Indirect Costs			
Miscellaneous Indirect Expenses	$	5,858.00	
Special Districts Program Administration		17,838.04	
City Administration		39,053.96	
Subtotal Indirect Costs	$	62,750.00	
Total Expenses	**$**	**549,542.40**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-4
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		1,205,727	Pies Cuadrados
		27.80	Acres
INGRESOS			
Parcelas de Unidades Familiar (2063)	**$**	**240.00**	**o $20.00 mensual**
Acres No Residenciales o Subdesarrollados (56.69 acres)	**$**	**960.00**	**o $80.00mensual**
Total de Ingresos	**$**	**549,542.40**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	173,985.00	
Agua (Eastern Municipal Water District)		39,700.00	
Electricidad (SCE)		3,500.00	
Reparación de Vandalismo		1,900.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		101,586.40	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		146,320.00	
Partes y Equipo/Egresos Misceláneos Directos		19,801.00	
Subtotal de Costos Directos	$	486,792.40	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	5,858.00	
Administración de Programa de Servicios Especiales		17,838.04	
Administración de la Ciudad		39,053.96	
Subtotal de Costos Indirectos	$	62,750.00	
Total de Egresos	**$**	**549,542.40**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

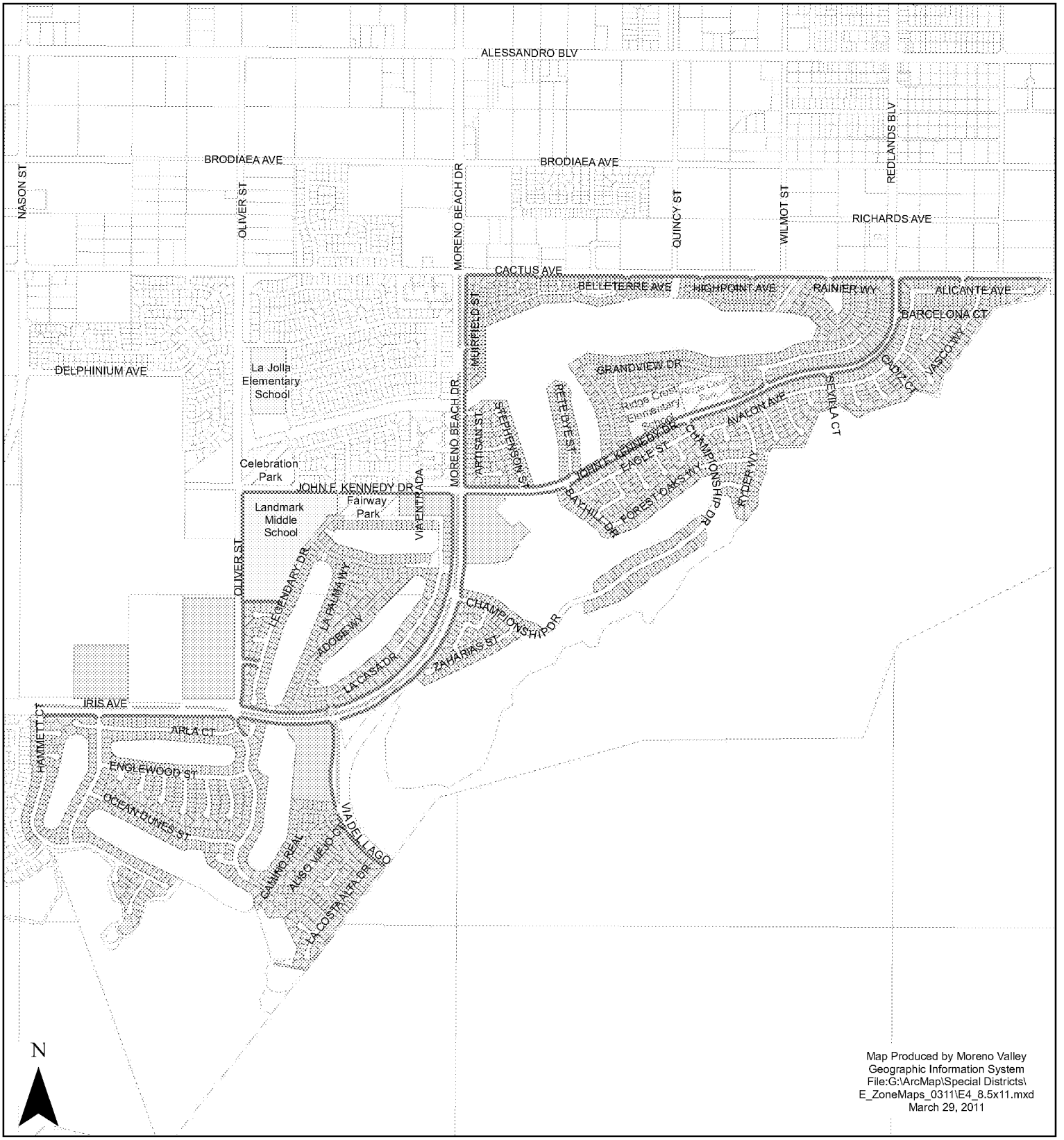

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

MV00107076

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 304153013
CSD ZONE E-4 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-4 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-4. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel **(approximately $10.83 per month)**. The increase will adjust the approved annual charge from $110.00 to $240.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial **(aproximadamente $10.83 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $110.00 a $240.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel. I understand landscaping services for Zone E-4 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-4 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0002069
PETTY ERNESTINE DEFINED PENSIO
C/O RENEE PETTY
4200 PARK BLV NO 202
OAKLAND CA 94602

MV00107077

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Sonny Morkus, Human Resources Director

AGENDA DATE: June 14, 2011

TITLE: Adoption of a Resolution of Intention to Approve an Amendment to the CalPERS Contract to provide the 2% at Age 55 and Three Years Highest Average Compensation Calculation Retirement Benefits for Newly Hired Employees Starting on August 19, 2011, and Conduct the First Reading of the Related Ordinance as required by CalPERS.

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-59, to announce the City's intention to approve an amendment to the CalPERS Contract to provide the 2% at Age 55 and Three Years Highest Average Compensation Calculation Retirement Benefits for newly hired employees starting on August 19, 2011, and conduct the first reading of the related ordinance as required by CalPERS.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"Not applicable."

BACKGROUND

During the Meet & Confer Process for the FY 2011/12 successor MOU's for the City three employees associations, the City's labor negotiating team introduced the proposal of providing the 2% at Age 55 and Three Years Highest Average Compensation Calculation CalPERS retirement benefits for new hires starting on August 19, 2011.

DISCUSSION

There is a three-month schedule that CalPERS requires for an amendment to the City's current contract with CalPERS for the provision of retirement benefits. The first step in the process is the adoption of a Resolution of Intent and the first reading of the related

ordinance. This staff report and City Council action will start the schedule process. On July 12, 2011, another staff report will be submitted for City Council recommending the approval of a Resolution Adopting the Amendment to the CalPERS Contract, and the adoption of the related ordinance. It is anticipated that the Meet & Confer process with the three employees associations will be concluded prior to the actual effective date of the amendment to the City's CalPERS Contract. If for any reason the Meet & Confer process is not completed prior to the City Council meeting on July 12, 2011, City staff will postpone the final adoption of the resolution and the adoption of the related ordinance.

ALTERNATIVES

The action of the City Council to approve the attached resolution and to conduct the first reading of the related ordinance relates to the current labor negotiations with the three employee associations: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

The implementation of the 2% at Age 55 and Three Years Highest Average Compensation Calculation CalPERS retirement benefits for new hires is expected to reduce the cost to the City budget for benefits between a range of $1,710.00 to $3,000.00 per employee per year, depending on the employees' compensation levels. The City's CalPERS Employer Rate will be reduced from 19.344% to 15.922% for the new hires. The newly hired employees will be required to pay for the 7% employee's member contribution, and the City will not pay any portion of the employee's member contribution.

CITY COUNCIL GOALS

The action of the City Council to approve the attached resolution will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

NOTIFICATION

The three employee associations have been notified of the staff report and staff recommendation for City Council to approve the attached resolution and related ordinance. Copies of this staff report and attached resolution were sent to the employee associations, and two of the three concur with the recommended City Council action. MVCEA is not in support at this time.

ATTACHMENTS/EXHIBITS

1. Resolution of Intent to Approve an Amendment to the CalPERS Contract.
2. Ordinance related to the amendment of the CalPERS Contract.

Prepared and Approved By:

Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF MORENO VALLEY

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

> To provide Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By:_____
Presiding Officer

_____
Title

_____
Date adopted and approved

Resolution No. 2011-59
Date Adopted: June 14, 2011

(Amendment)
CON-302 (Rev. 4/96)

ATTACHMENT 1

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ORDINANCE NO. 828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MORENO VALLEY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

SECTION 1.

That an amendment to the contract between the City of Moreno Valley and the Board of Administration, California Public Employees' Retirement system is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though herein set out in full.

SECTION 2.

The Mayor of the City of Moreno Valley is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3.

This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from passage thereof shall be published at least in the Press Enterprise, a newspaper of general circulation, published and circulated in the County of Riverside and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

ATTACHMENT 2

MV00107083

APPROVED AS TO FORM:

_____

City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CalPERS

EXHIBIT: A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Moreno Valley

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 16, 1985, and witnessed October 15, 1985, and as amended effective February 14, 1992, July 5, 1995, July 15, 1997, January 6, 1999, July 18, 2003, January 13, 2007 and March 27, 2009 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 12 are hereby stricken from said contract as executed effective March 27, 2009, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 16, 1985 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

   (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.

   (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.

   (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

   (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. SAFETY EMPLOYEES.

6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after January 13, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after January 13, 2007 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

9. Public Agency elected and elects to be subject to the following optional provisions:

   a. Section 20042 (One-Year Final Compensation) for those local miscellaneous members entering membership on or prior to the effective date of this amendment to contract.

   b. Section 20938 (Limit Prior Service to Members Employed on Contract Date).

   c. Section 21574 (Fourth Level of 1959 Survivor Benefits).

d. Section 21024 (Military Service Credit as Public Service).

e. Section 20965 (Credit for Unused Sick Leave).

f. Section 20903 (Two Years Additional Service Credit).

g. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

10. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.

11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

12. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
DARRYL WATSON, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF MORENO VALLEY

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"
PLEASE DO NOT SIGN "EXHIBIT ONLY"

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 55 Formula (Section 21354)
Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 55. If retirement is earlier than age 55, the percentage of final compensation decreases for each quarter year of attained age to 1.426% at age 50. If retirement is deferred beyond age 55, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determine by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Optional Settlement 2 Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse or registered domestic partner.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is $500 (or $600, $2,000, $3,000, $4,000 or $5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Miscellaneous members covered by the 2% @ 55 formula contribute 7% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first $133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Mayor and City Council Acting in their Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District and Mayor and City Council Acting in their Capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: ADOPTION OF FISCAL YEAR 2011/12 – 2012/13 OPERATING BUDGET

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Adopt Resolution No. 2011-60, approving the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2011-20, approving the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-07, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

4. Approve the position control as detailed on pages 3-7 in the Proposed Operating Budget Book presented as Attachment A.

5. Approve the elimination of Fire Truck 58 in FY 2011/12 and direct staff to reserve the additional $1.2 million in savings for the purchase of a fire engine and the balance of savings for the operating costs to open the Morrison Park Fire Station.

BACKGROUND

The Proposed Operating Budget presents projected operating revenues and expenditures for the two fiscal years: Fiscal Years (FY) 2011/12 – 2012/13. The budget includes all component units of the City, including the General Fund, Community Services District and Redevelopment Agency.

Although the Proposed Operating Budget includes a summary of capital improvement project requests, the projects are compiled in a separate Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure.

DISCUSSION

The approach to this budget process has been unique. The City Council recently adopted a Three-Year Deficit Elimination Plan (DEP) that identified expense reductions and a few revenue increases with a goal of stabilizing the City's revenue and expense structure by FY 2013/14. Specific actions for balancing the General Fund budget were adopted by Council through the DEP on April 19, 2011. A copy of the DEP can be found in the Appendices tab of the Proposed Operating Budget. The Plan focuses primarily on eliminating the deficit of $14.2 million in the City's General Fund. The Proposed Operating Budget applies the actions approved in the first two years of the DEP against the base budget of FY 2010/11 to create a two-year operating budget for FY 2011/12 and FY 2012/13. The DEP reduces the General Fund Deficit by $5.1 million in FY 2011/12 and an additional $5.5 million in FY 2012/13.

The DEP represented significant effort on the part of the City Council and staff to construct a reasonable balance of expenditure and service reductions to significantly reduce the deficit each year, while maintaining core City services. This was and is a significant challenge since the City had already experienced major reductions in staffing, expenditures and services during the previous three fiscal years.

As the City experiences stability in the General Fund revenue sources, the City is returning to the "best practice" of utilizing a Two-Year Operating Budget. Although the economic recovery that we are experiencing will be slow and gradual, the two-year budget allows the City to lock in two years of expense reductions to ensure achievement of the financial goal of balancing the General Fund budget.

During this period of gradual economic recovery, the City Council will be kept apprised of the City's financial condition through First Quarter and Mid-Year Budget Reviews. This practice has been utilized the past three years and will be continued during FY

2011/12 to ensure that the City Council is apprised of the revenue and expense progress compared to the plan. Staff anticipates few variances from the plan. Any unexpected increases in revenue are proposed to be applied toward the third year of the DEP to try to avoid the extent of reductions proposed in the final year. Any unexpected decreases in revenue will be analyzed and addressed quickly to maintain the integrity of the Three-Year DEP. As a result, few service changes that deviate from the two-year budget are anticipated.

Despite the challenges in balancing the FY 2011/12 – 2012/13 General Fund Operating Budget, the two budget years are balanced using $6.7 and $4.3 million in General Fund "fund balance" in FY 2011/12 and FY 2012/13, respectively.

City Council Prioritized Goals

On May 18, 2011, the Mayor and City Council participated in a goal setting workshop to establish prioritized goals and provide direction and expected actions to staff to achieve those goals. The departments have each established their own goals, which complement the prioritized goals and are included in the Appendices tab of this document. The following prioritized goals established by the City Council at their workshop provide additional direction to staff and illustrate the priorities on which the City Council and staff will focus its combined efforts during the 2011/12 and 2012/13 Fiscal Years. Each prioritized goal has specific actions assigned to a specific department; these actions will help guide our efforts in moving Moreno Valley forward:

No.	City Council Prioritized Goal
1	**Job Development (including maximizing vacant land opportunities)** Actions to include identifying specific land uses and locations; identifying corresponding infrastructure; and identifying and attracting related support services
2	**Focus on Medical Corridor and Health Services/Educational Opportunities** Actions to include coordinating planning and development activities with the expansions of Moreno Valley College, Kaiser Permanente, and Riverside County Regional Medical Center; facilitating medical office development; coordinating economic development activities with March LifeCare; and working with Highland Fairview to "retool" the AquaBella project area.
3	**Maximize Transportation and Infrastructure Opportunities** Actions to include improving arterial streets to their ultimate configuration and increasing the City's regional presence at WRCOG, RCTC, etc.
4	**Economic and Tax Base Development** Actions to include reviewing the current development application process; reviewing State v. Self Imposed restrictions or impediments; using Moreno Valley Utility as an economic development tool; and evaluating the City's use of incentives.
5	**Enhance City Image** Actions to include the development of a Media and Communications Strategy to include increased use of social networks, e-mail blasts, expanding

	communication outreach and networking opportunities, and establishing Council District Town hall meetings; and development of a Corridor Beautification strategy.

Economic Development Action Plan

Through the goal setting workshop, the City Council is prepared to capitalize on the opportunities that the dynamic changes in the real estate and housing market have created. The City Council and staff worked together to prepare a two-year Economic Development Action Plan to capitalize on this opportunity. The plan focuses on the following objectives:

- Create jobs locally to address the City's high unemployment rate
- Address the community's jobs to housing imbalance
- Strengthen and broaden the City's economic foundation
- Enhance City revenue generation to improve the quality of life in the community

Budget Issues for FY 2011/12 – 2012-13

The General Fund Operating Budget is decreasing from $82.4 million in FY 2010/11 to $78.3 million in FY 2011/12. This reflects a reduction of $4.1 million in operating expenses. The DEP planned for expenditure reductions of $4.5 million. The $400,000 difference reflects the increase in the CalPERS employer rate, which increased by over 3% of payroll, or about $300,000 in added General Fund expense. Police contract costs are estimated to increase by 2-2.5% which is included in the rollover base budget. The Fire services contract costs are assumed to be within the rollover budget base. Staff has been requested to contact all vendors that provide service under contract with the City to lower their contract rates or amounts by 10% for the next year. A number of vendors have responded positively to this request, allowing the base budget to absorb uncontrollable cost increases, such as fuel and utilities. One example is the response from our copier contract vendor, who responded with a 23% price reduction, saving the City over $81,000 during the next three years.

The General Fund expenditure budget in FY 2012/13 totals $77.2 million or $1.2 million less than FY 2011/12. The DEP planned reductions of $4.2 million. The primary difference from the plan is due to Police and Fire contracts increasing by 5% each, which increased costs by $1.5 million and $300,000 respectively. The CalPERS costs are also budgeted to increase an additional 3% of payroll in the second budget year, adding another $300,000 in expense.

Staff is focused on delivering the planned expense reductions committed through the approval of the DEP. Based on the two-year budget plan, the City's deficit will reduce from $14 million as a preliminary base budget, to $4.2 million at the end of FY 2012/13.

The proposed position control reflects the decrease of 34.5 positions City-wide in the first budget year, from 411.0 in FY 2010/11 to 376.5 in FY 2011/12. An additional 6.5 positions are reduced in FY 2012/13, for a total of 370.0 positions. In addition, staff is

proposing to reorganize positions in the City Clerks office that varies from the DEP approved by City Council. The proposal reflects the reduction of one part-time Senior Office Assistant and one temporary Senior Office Assistant while adding one Executive Assistant I position to the staffing roster. This change is cost neutral and will provide the necessary skills to meet the workload of the City Clerk department with the reduced staffing level. The temporary Sr. Office Assistant position is scheduled for elimination in year two and the part-time Sr. Office Assistant position is scheduled for elimination in year three of the plan; the Executive Assistant position will follow this planned schedule.

The budget and position control also reflect the addition of one part-time Customer Service Assistant to assist at the one-stop customer counter. This position is funded by salary savings in the City Manager's department budget. Based upon the resignation of the Sr. Administrative Assistant in the Fire Prevention Division, staff is recommending eliminating the vacated position and changing position control to retain the Permit Technician that was on the layoff list as an element of the DEP. The Library Services Division Manager is funded in the budget and remains currently under-filled by a Principal Librarian. Five additional positions that have been under-filled for over one year are being reclassified to the lower level positions.

Staff is also reviewing potential alternative reductions in the Community and Economic Development Department to retain the shopping cart retrieval program in the amount of $48,000 per year. This change will have no net budget effect

Staff is also requesting that the City Council direct the elimination of Fire Truck 58 in FY 2011/12 (originally slated for the second year of the DEP) and that staff reserve the additional savings of $1.2 million to be used for the purchase of one fire engine for approximately $500,000 and the balance for the first year or more of operating the engine when the Morrison Park Fire Station is completed.

The Proposed Operating Budget addresses the City's challenges to balance the budget and maintain core services in a positive manner as summarized below:

- Maintains a high priority on public safety services, deferring the budgetary reductions to later in the DEP timeframe, while maintaining the possibility that the Year 3 reductions may be avoided if revenues increase;
- Maintains essential City services;
- Minimizes the number of staff layoffs;
- Addresses the General Fund structural deficit by reducing expenditures by $5.1 million in year one and $5.5 million in year 2;
- Provides a reasonable balance between General Fund expenditure reductions and use of reserves (fund balance);
- Maintains General Fund contingency reserve policy at or above 20% of budgeted expenditures;

- Addresses operating deficits in non General Funds by implementing budgetary reductions in the respective funds.

Budget Adoption Actions

Resolutions Adopting the FY 2011/12 – 2012/13 Proposed Operating Budget (Exhibits "A", "B" and "C") - As a long-standing practice, each of the City's primary entities (the City, Community Services District, and Redevelopment Agency) will adopt separate resolutions to approve their respective operating budgets.

ALTERNATIVES

1. Approve the Fiscal Year 2011/12 – 2012/13 Operating Budget.

2. Provide staff with further direction.

Staff recommends Alternative 1.

FISCAL IMPACT

The FY 2011/12 – 2012/13 Operating Budget provides the funding and expenditure plan for all operating funds. As such, it serves as the City's financial plan for the upcoming two fiscal years. The City Council will be kept apprised regarding actual operating results through First Quarter and Mid-Year Budget Reviews occurring in November and February of each fiscal year. The mid-year budget review in February 2012 will also include an update of the FY 2012/13 projected revenues and any recommended modification for that fiscal year budget at that time.

CITY COUNCIL GOALS

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

ATTACHMENTS/EXHIBITS

Exhibit A - Resolution No. 2011-60, A Resolution of the City Council of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2011/12 – 2012/13

Exhibit B - Resolution No. CSD 2011-20, A resolution of the Moreno Valley Community Services District, adopting the operating budget for Fiscal Years 2011/12 – 2012/13

Exhibit C - Resolution No. RDA 2011-07, A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2011/12 – 2012/13

Attachment A – City of Moreno Valley Proposed Operating Budget for Fiscal Years 2011/12 – 2012/13

Prepared By:
Cynthia Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Interim Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2011/12 – 2012/13

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Operating Budget for the City for Fiscal Years 2011/12 – 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Attachment A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as the Annual Operating Budget of the City of Moreno Valley for the Fiscal Years 2011/12 – 2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

3. Direct staff to reserve $1.2 million of fund balance reflecting the additional savings from eliminating Fire Truck 58 for the purchase of a fire engine and/or the operating costs for opening the Morrison Park Fire Station.

4. Pursuant to Section 53901 of the California Government Code, by not later than August 14, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00107101

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RESOLUTION NO. CSD 2011-20

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2011/12-2012/13

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Operating Budget for the District for Fiscal Years 2011/12-2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Attachment A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Community Services District for the Fiscal Years 2011/12-2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be $100 per meeting or for each day's service rendered as a Director, not to exceed six days or $600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary

traveling and incidental expenses incurred while on official business.

4. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vise-President and President)

_____

SECRETARY

(SEAL)

RESOLUTION NO. RDA 2011-07

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2011/12-2012/13

WHEREAS, the City Manager has heretofore submitted to the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley a Proposed Operating Budget for the Agency for Fiscal Years 2011/12-2012/13, a copy of which, as may have been amended by the Agency Members, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Redevelopment Agency; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services; and

WHEREAS, the Chairperson and Agency Members have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Community Redevelopment Agency to make adequate financial plans and will ensure that Agency officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Attachment A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Agency Members, is hereby approved and adopted as the Annual Operating Budget of the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Years 2011/12-2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of Chairperson
of the Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Community
Redevelopment Agency of the City of
Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the City of
Moreno Valley

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that RDA Resolution No. _____ was duly and regularly adopted by the Agency Members of the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: ADOPTION OF FY 2011-12 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

2. Acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

BACKGROUND

The purpose of the Proposed CIP is to identify needed improvements and establish long-term funding priorities. The Proposed CIP contains the list of projects comprising the budget and expenditures that will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

DISCUSSION

The Proposed CIP identifies and projects the costs of constructing the following types of projects anticipated through build-out of the City:

- Street Improvements
- Buildings
- Electric Utility
- Parks
- Underground Utilities
- Bridges
- Drainage, Sewers, and Waterlines
- Landscaping
- Traffic Signals

City staff has completed a full review of all project needs through "build-out" of the City. The priorities, as proposed, are based on status and funding of existing projects, availability of matching federal, state, or regional grant funds, and anticipated development trends within the City.

During the Study Session on May 17, 2011, City Council had an opportunity to review the project forms in the FY 2011–12 Proposed CIP and staff subsequently incorporated necessary revisions resulting from receiving updated information. All revisions are documented in Attachment "A".

Capital Budget Adoption Actions

Revisions to the Proposed Capital Improvement Plan (Attachment "A") - This is a list of revisions, resulting from receiving updated information, that were incorporated in the Proposed CIP following the Study Session on May 17, 2011. The list includes proposed revisions to the Proposed CIP that would, upon City Council approval, be incorporated in the Adopted CIP. By incorporating Revisions to the Proposed CIP, the Adopted CIP, as the capital budget for the City of Moreno Valley for FY 2011-12, will be a more accurate, current, and superior document.

Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2011-12 (Attachments "B", "C", and "D") – As a long-standing best practice, each of the City's primary entities (the City, RDA, and CSD) will adopt separate resolutions to approve their respective budget.

ALTERNATIVES

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-61, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to

the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), and acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"). *This alternative will allow needed improvements.*

2. Do not adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, do not adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), and acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, do not adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"). *This alternative will result in the delaying of needed improvements.*

FISCAL IMPACT

Projects have been identified as funded, partially funded, and unfunded for FY 2011-12 through FY 2015-16 and Beyond. The Capital Improvement Plan provides the funding and expenditure plan for FY 2011-12.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

SUMMARY

Staff recommends that the City Council adopt the Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2011-12 (Attachments "B", "C", and "D"), approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley, Community Services District, and Community Redevelopment Agency for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

ATTACHMENT

Attachment "A" – Revisions to the Proposed Capital Improvement Plan
Attachment "B" – Proposed Resolution No. 2011-61
Attachment "C" – Proposed Resolution No. CSD 2011-21
Attachment "D" – Proposed Resolution No. RDA 2011-08

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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CITY OF MORENO VALLEY
REVISIONS TO THE PROPOSED CAPITAL IMPROVEMENT PLAN
FY 2011-2012 CIP BUDGET

Funded Projects

Reference Page No.	Project Name	Submitted Amount ($)	Revised Amount ($)	Reason/Justification
33	Cactus Avenue / Lasselle Street to Nason Street	2,300,000	9,900,000	Project moved from Partially Funded to Funded and made cost adjustments
34	Citywide Annual Pavement Resurfacing Program	1,650,000	1,400,000	Revised Funding Sources and made cost adjustments
44	Nason Street / Cactus Avenue to Iris Avenue	1,200,000	13,400,000	Project moved from Partially Funded to Funded and made cost adjustments
53	Street Improvement Program (SIP)	1,605,734	1,713,734	Cost adjustment approved at 04/26/11 City Council meeting
Added	Renovation of City Hall Annex #1	0	1,000,000	Added new project as directed by Financial and Administrative Services Department / Purchasing & Facilities Division
342	Lasselle Street / Margaret Avenue Traffic Signal	270,000	300,000	Cost adjustment

Note: City Council's decision to fund and accelerate the SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1) project at the March 8, 2011 City Council meeting was already incorporated in the Proposed CIP when presented to City Council during the May 17, 2011 Study Session.

Attachment "A"

RESOLUTION NO. 2011-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2011-12

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the City Council has made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the City Council per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the City of Moreno Valley for the Fiscal Year 2011-12.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately

upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. CSD 2011-21

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2011-12

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the Agency for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the President and Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the Moreno Valley Community Services District for the Fiscal Year 2011-12.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

Resolution No. CSD 2011-21
Date adopted: June 14, 2011

Attachment "C"

_____
Mayor of the City of Moreno Valley
acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION NO. RDA 2011-08

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2011-12

WHEREAS, the City Manager has heretofore submitted to the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley a Proposed Capital Improvement Plan (CIP) for the Agency for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Redevelopment Agency; and

WHEREAS, the Chairperson and Agency Members have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Redevelopment Agency to make adequate financial plans and will ensure that Agency officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the Chairperson and Agency Members per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the Redevelopment Agency of the City of Moreno Valley for the Fiscal Year 2011-12.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be

posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
acting in the capacity of Chairperson
of the Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Community
Redevelopment Agency of the City of
Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the City of
Moreno Valley

G. 8 4TH OF JULY PARADE AT A REDUCED COST (STEWART)

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Christ A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: INTRODUCTION OF ORDINANCE NO. 827 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS

RECOMMENDED ACTION

Staff recommends that the City Council waive the reading of Ordinance No. 827, in its entirety and read by title only (roll call required) and introduce Ordinance No. 827 an Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The federal Clean Water Act requires that urban runoff entering Waters of the U.S. from Municipal Separate Storm Sewer Systems (MS4)s be regulated under the National Pollutant Discharge Elimination System (NPDES) permit. As a discharger of urban runoff to Waters of the U.S., the City of Moreno Valley was regulated under the 2002 NPDES MS4 permit. That permit has since expired and has been superseded by the new 2010 NPDES MS4 permit, effective January 29, 2010. This new permit requires that by July 29, 2011, the City revise, where feasible its ordinances, codes, building and landscape design standards to promote green infrastructure/Low Impact Development (LID) techniques. The proposed changes to Title 8 of the MVMC complement the

proposed changes to Title 9 of the MVMC, which was approved by the Planning Commission on May 12, 2011.

DISCUSSION

City staff is recommending an update to Title 8 of the MVMC in order to remain in compliance with the MS4 permit. The changes include adding/revising and grammatical cleanup of various subsections throughout section 8.10 and 8.21 of Title 8. Staff has not listed the grammatical changes, however, listed below are key proposed changes to the existing municipal code:

- Allow more types of LID techniques within the City such as rain gardens and green roofs.
- Add definitions pertaining to LID and other green infrastructure.
- Update information pertaining to the 2010 NPDES MS4 permit.

ALTERNATIVES

1. Approve waive the reading and introduce the proposed Ordinance amending Title 8 of the City of Moreno Valley Municipal Code, Chapter 8.10, regarding Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations. **This alternative is recommended by staff.** *Approval would put the City in compliance with the MS4 permit.*

2. Do not approve waive the reading and introduce the proposed Ordinance amending Title 8 of the City of Moreno Valley Municipal Code, Chapter 8.10, regarding Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading; maintain the current ordinance without revision. **This alternative is not recommended by staff.** *The City would be in violation of the MS4 permit and would be subject to fines by the State Water Resources Control Board.*

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

CITY COUNCIL GOALS

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

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

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Proposed Ordinance No. 827
Attachment 2 - Proposed Ordinance No. 827 with revisions

Prepared By:
Hoang Nguyen
Associate Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Kent Wegelin
Storm Water Program Manager

Concurred By:
Mark W. Sambito
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ORDINANCE NO. 827

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS AND CHAPTER 8.21 GRADING REGULATIONS.

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

SECTION 1 PRIOR ENACTMENTS REPEALED:

1.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.10, as set forth in Section 2 of this Ordinance

1.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.21, as set forth in Section 2 of this Ordinance

SECTION 2 REENACTMENT OF CHAPTER 8.10 AND CHAPTER 8.21:

2.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

8.10.010 Purpose and intent.

The purpose of this chapter is to protect the health, safety and welfare of the public by:

A. Reducing pollutants in storm water discharges to the maximum extent practicable;

B. Regulating illicit connections and discharges to the storm drain system; and

C. Regulating nonstorm water discharges to the storm drain system.

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner pursuant to and consistent with the Federal Clean Water Act, the state Porter-Cologne Water Quality Control Act and the conditions of any NPDES permit issued to the City.

8.10.020 Definitions.

The terms as used in this chapter shall have the following meanings:

"Best Management Practices" (BMPs) mean any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs mean and include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for municipal, industrial/commercial, new development and redevelopment and construction activity and other measures approved by the City Engineer.

"City" means the City of Moreno Valley.

"City Engineer" means the City Engineer of the City.

"Discharge" means, when used as a verb, to allow pollutants to directly or indirectly enter storm water, or to allow storm water or nonstorm water to directly or indirectly enter the MS4 or receiving waters from an activity or operation. When used as a noun, "discharge" means the pollutants, stormwater and non-storm water that are discharged.

"Discharger" shall mean any person engaged in activities or operations, or owning facilities, which may result in pollutants entering storm water, the MS4 or receiving waters. Dischargers include, but are not limited to, real property owners, occupants, tenants, lessees, contractors, developers, managers and employees.

"Green Infrastructure" shall mean an array of products, technologies, and practices that use natural or engineered systems that mimic natural processes to enhance overall environmental quality. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspirate, and/or recycle stormwater runoff.

"Illicit discharge" shall mean any discharge to the MS4 that is not composed entirely of storm water runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana Regional Water Quality Control Board.

"Illicit connection" shall mean any physical connection to a MS4 which has not been permitted by the City, the Riverside County Flood Control and Water Conservation District or other appropriate public agency.

"Low Impact Development (LID)" shall mean any ecosystem-based approach to designing a hydrologically functional site that mimics predevelopment conditions.

"Low volume road" shall mean roads with traffic indexes less than or equal to six (6.0).

"MS4—Municipal Separate Storm Sewer System" shall mean any facility within the City limits by which storm water may be conveyed to waters of the United States. MS4 includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structure.

"Municipal NPDES permit" shall mean an area-wide NPDES permit issued to a government agency or agencies for the discharge of storm water from a MS4.

"Non-storm water discharge" shall mean any discharge to the MS4 that is not entirely composed of storm water.

"National Pollutant Discharge Elimination System (NPDES) permit" shall mean a storm water discharge permit issued by the Santa Ana Regional Water Quality Control Board or the State Water Resources Control Board in compliance with the Clean Water Act.

"Person" shall mean any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

"Pollutant" shall mean anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal matter, heavy metals, hazardous waste, chemicals, fresh concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

"Premises" shall mean any building, lot, parcel of land, land or portion of land whether improved or unimproved.

"Storm water runoff" shall mean surface runoff and drainage associated with rainstorm events and snow melt.

8.10.030 Responsibility for administration.

This chapter shall be administered for the City by the City Engineer. The City Engineer may appoint and authorize one or more members of the City staff to act as his/her designee[s] to administer or enforce this chapter. In the context of this chapter, the phrase "City Engineer" includes each and all persons designated by the City Engineer to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation

8.10.040 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act and acts amending or supplementary thereto, applicable implementing regulations and any existing or future municipal NPDES permits and any amendments or revisions thereto or reissuance thereof.

8.10.050 Reduction of pollutants in storm water runoff.

A. In General. It is a violation of this chapter to throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City. The only exception is where such pollutant is temporarily placed in an appropriate container with a spill containment system for later collection and removal. It is a violation of this chapter to cause or permit any dumpster, solid waste bin or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City.

B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of the ordinance codified in this chapter and other City ordinances for erosion and sediment control.

C. New Development and Redevelopment. New development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to

prevent such deterioration and shall identify the manner of implementation. The BMPs may include, but are not limited to the following and may, among other things, require new developments or redevelopments to do any of the following:

1. Increase permeable areas by leaving highly porous soil and low lying areas undisturbed; by incorporating landscaping, green roofs and open space into the project design, by using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways and by incorporating detention ponds and infiltration pits into the project design;

2. Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and french drains; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas;

3. Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

4. Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

D. Existing Development. Existing development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.

8.10.060 Illicit connections or discharges.

It is a violation of this chapter to establish, use, maintain or continue illicit connections to the storm drain system, or to commence or continue any illicit discharges to the storm drain system. This prohibition against illicit connections and discharges is expressly retroactive and applies to connections and discharges made in the past, regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection or discharge.

8.10.070 Non-storm water discharges.

The discharge of non-storm water into the storm drain system is a violation of this chapter except as specified below.

A. The discharge prohibition shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a violation of this chapter when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to separate storm drains, uncontaminated pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensate, springs, individual residential car washing, flows from riparian habitats and wetlands, swimming pool discharges or flows from fire fighting.

8.10.080 Discharges in violation of permit.

A. Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of an existing or future municipal NPDES permit(s) or any amendment or revision thereto or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement action relating to such discharge

B. NPDES Permit for Industrial/Commercial and Construction Activity. Any industrial discharger, discharger associated with construction activity or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Santa Ana Regional Water Quality Control Board, shall comply with all requirements of such permit. Such discharges shall specifically comply with the following permits: the industrial storm water general permit, and the dewatering general permit. Proof of compliance with said NPDES general permits may be required in a form acceptable to the City Engineer prior to issuance of any City grading, building, or occupancy permits.

8.10.090 Permits and approvals.

Compliance with this chapter shall be a condition of every permit, license or approval granted or issued by the City. Failure to comply with the chapter shall be grounds for revocation of any such permit, license or approval.

8.10.100 City authority to sample, inspect and monitor.

A. Regulatory Inspections. The City Engineer may inspect the premises of any discharger at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If a discharger refuses to allow entry for inspection, an inspection warrant shall be obtained prior to inspection.

B. Scope of Inspections. Inspections may include all actions necessary to determine whether any illicit discharge/connection exist, whether the BMPs installed and implemented are adequate to comply with the chapter, whether those BMPs are being properly maintained and whether the discharger complies with other requirements of this chapter. This may include sampling, metering, monitoring, visual inspections and records review. Records, reports, analyses or other required information may be inspected and copied, and photographs may be taken for purposes of enforcement of this chapter.

8.10.110 Establishment of a fee.

The City Council may establish a fee by resolution to recover the cost of inspection, sampling, metering and monitoring by the City Engineer.

8.10.120 Orders by the City Engineer.

The City Engineer is authorized to issue cease and desist orders or stop-work orders to any person who is in violation of this chapter. Failure to comply with a written order of the City Engineer shall be a violation of this chapter and shall be grounds for the imposition of civil penalties described in this chapter.

8.10.130 Notice of violation.

Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

A. The performance of monitoring, analyses and reporting;

B. The elimination of illicit connections or discharges;

C. That violating discharges, practices or operations cease and desist;

D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

E. Payment of a fine to cover administrative and remediation costs; and

F. The implementation or maintenance of source control and treatment control BMPs.

If an abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Chapter 6.04 of this code. A notice issued under this chapter shall identify the provisions of this chapter which have been violated and shall state the recipient has a right to appeal as set forth in Chapter 1.10 of this code.

The notice shall be served upon the recipient as set forth in Chapter 1.10 of this code.

8.10.140 Violations—Misdemeanors or infractions.

A violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute an infraction. Repeated violations may be prosecuted as misdemeanors at the discretion of the City attorney.

8.10.150 Penalty for violation.

Upon conviction of a misdemeanor for violating any provision of this chapter, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth by law. Upon conviction of an infraction for violating any provision of this chapter, a person shall be subject to payment of a fine, not to exceed the limits set forth by law

8.10.160 Separate offenses.

A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

8.10.170 Violations deemed a public nuisance.

The City Council hereby declares that any violation of this chapter is a threat to the public health, safety and welfare, and is therefore a public nuisance which may be summarily abated. The cost of such abatement shall be borne by the owner of the premises and the cost thereof may be imposed as a lien upon the premises, and such lien shall continue in existence until it is paid.

8.10.180 Administrative enforcement powers.

In addition to any other enforcement powers and remedies established by this chapter, an authorized enforcement officer has the authority to issue civil citations and fines for violations of this chapter pursuant to Chapter 1.10 of this code.

8.10.190 Civil actions.

In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:

A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation; or

D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life

8.10.200 Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of that ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are hereby declared to be severable.

2.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

Chapter 8.21 GRADING REGULATIONS

8.21.010 General.
8.21.020 Permits required.
8.21.030 Hazards.
8.21.040 Definitions.
8.21.050 Grading permit requirements.
8.21.060 Fees.
8.21.070 Grading security.
8.21.080 Cuts.
8.21.090 Fills.
8.21.100 Setbacks.
8.21.110 Drainage and terracing.
8.21.120 Retaining walls.
8.21.130 Expansive soils.
8.21.140 Asphalt paving.
8.21.150 Permeable surface designs.
8.21.160 Erosion control.
8.21.170 National Pollutant Discharge Elimination System (NPDES).
8.21.180 Grading inspection.
8.21.190 Completion of work.
8.21.200 Penalty for violation.

8.21.010 General.

A. Name. This chapter shall be known as the "Grading Regulations."

B. Purpose. The purpose of this chapter is to establish an official set of standards regulating the design and construction of building sites and the development of property by grading; to regulate the alteration of the ground

surface to protect and preserve the public health, safety, and general welfare; to minimize differential settlement and the slipping or sliding of earth; to protect adjacent properties from damage caused by blockage or diversion of natural runoff waters; to require engineering analysis of expansive soil conditions, erosion control and drainage; and criteria to provide a basis for the design of footings and floor slabs for structures proposed to be erected on parcels of land whose natural topography has been altered as described herein; to establish the administrative procedure for issuance of permits; and to provide for approval of plans and inspection of grading construction.

C. Intent. It is the intent of this chapter and the erosion control procedures contained within this chapter to establish a guideline enabling the City with the ability to regulate grading operations as well as to protect environmentally sensitive areas and biological and wildlife resources within and surrounding the City of Moreno Valley. The procedures established by this chapter and the conditions of approval implemented with all discretionary approvals and permits are intended to accomplish this protection. However, in the event that City staff encounter situations that are deemed to endanger environmental resources, the City Engineer is authorized to take necessary action to protect the environment pursuant to this chapter and other applicable laws, provided there is no conflict with other City regulations or codes.

"Environmentally sensitive areas" are any lands in a natural condition subject to an open space easement; any natural lake, stream, creek or riparian area; any wildlife habitat area identified in an environmental impact report, initial study or other environmental assessment; or any land determined by the City to be environmentally sensitive with respect to any particular grading activity based on an environmental assessment, initial study, CEQA guidelines or other information in connection with the proposed grading activity.

D. Scope. This chapter sets forth rules and relations to control excavation, grading and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for grading and excavation as contained in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) with deletions, modifications, or amendments to meet local conditions.

E. Powers and Duties of the City Engineer. All references in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) to "Building Official" shall mean the "City Engineer" in this chapter.

8.21.020 Permits required.

A. Grading Permits. No person shall conduct any grading, clearing, brushing or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the City Engineer.

Exceptions to this requirement are:

1. An excavation below finish grade for basements and footings of a building, mobile home, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or an unsupported excavation with vertical banks more than two feet high. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the City Engineer, stability considerations warrant such inspection;

2. An excavation which does not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical;

3. Cemetery graves;

4. Refuse disposal sites controlled by other regulations;

5. Earthwork construction regulated by federal, state, county, or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; earthwork construction performed by railway companies. This exemption, however, shall apply only when the earthwork takes place on the property, or dedicated rights-of-way or easements of the aforementioned agencies;

6. Excavation and backfill for installation of underground utilities by public utility companies of companies operating under the authority of a franchise or public property permit;

7. Mining, quarrying, excavating, processing, stock-piling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property, or alter the orientation of natural water courses which may result in adverse changes on adjoining property;

8. Exploratory excavations under the direction of a soil engineer, engineering geologist, archaeologists or paleontologists, provided all excavations are properly backfilled and compacted or otherwise restored. All excavations and trenches are subject to the applicable sections of the state of California, Division of Safety or Cal-OSHA;

9. A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed fifty (50) cubic yards on any one lot and does not obstruct any drainage course;

10. A fill less than three feet in depth, not intended to support structures or mobile homes, which does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course;

11. Clearing, brushing, and minor grading for agricultural purposes provided such operations do not affect the lateral support or increase stresses in or pressures on any contiguous property, or alter the orientation of natural water courses which may result in adverse changes on nearby or adjoining property or result in dumping of organic or hazardous waste not regulated by law. This grading includes, but is not limited to, contour grading to provide for orchard planting, minor leveling not exceeding three vertical feet of either excavation or fill for row crops, installation of irrigation systems, and stockpiling of fertilizer or other amendments.

B. Grading Permit, Paving. No person shall construct pavement surfacing in excess of five thousand (5,000) square feet, on natural or existing grade for the purpose of a private road or driveway, commercial, industrial, or multi-residential parking lot or travelway without a valid grading permit unless waived by the City Engineer or a separate improvement plan is approved and signed by the City Engineer. Resurfacing or maintenance of paved surfaces is exempt from this requirement.

8.21.030 Hazards.

A. Hazardous Conditions.

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage devices are situated on private property in such a manner that they are a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities. The maintenance of any hazardous condition shall constitute a public nuisance.

2. The City Engineer or designee (including City code compliance) may examine, or cause to be examined, every condition reported as hazardous as set forth in subsection (A)(1) of this section.

3. Upon confirmation of a hazardous condition, the City Engineer or designee (including code compliance) shall provide written notification to the owner or agent in control of property with confirmed hazardous condition requiring mitigation of said hazardous condition and stipulation of an acceptable time frame for compliance.

4. The owner or agent in control shall comply with any demand for corrective work or repairs as required. In the event that corrective action is not completed within the period as specified in writing, the City may exercise any available legal recourse for correction of said hazardous condition.

8.21.040 Definitions.

The words and phrases set out in this section, when used in this chapter, shall, for the purpose of this chapter, have the following respective meanings except where the context clearly indicates a different meaning:

"Approval" means a written engineering or geological opinion by the responsible engineer, geologist of record, or responsible principal of the engineering company, whichever is applicable, concerning the satisfactory progress and completion of the grading work, unless it specifically refers to the City Engineer.

"Approved plans" means the current grading plans, which bear the City Engineer's signature of approval on the plans.

"Approved testing agency" means the facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this chapter and is approved by the City Engineer.

"As-graded" means the surface configuration upon completion of grading.

"Bedrock" means in-place solid rock or sufficient solid in-place soil and rock to be classified by a registered geologist, geotechnical engineer or registered civil engineer, as bedrock.

"Bench" means a relatively level step excavated into stable earth material on which fill is to be placed.

"Borrow" means earth material acquired from an offsite location for use in grading on a site.

"Borrow Site Permit" means a permit that is issued to complete borrow grading operations as defined above.

"California Building Code (CBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the City Council of the City of Moreno Valley.

"Civil engineer" means a professional engineer registered in the State of California authorized to practice in the field of civil engineering. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Civil engineering" means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Clearing, brushing and grubbing" means the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.

"Compaction" means the densification of a fill by mechanical means.

"Earth material" means any rock, natural soil, or fill and/or any combination thereof.

"Engineering geologist" means a geologist certified in the state of California to practice engineering geology. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Engineering geology" means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Erosion" means the wearing away of the ground surface as a result of the movement of wind, water and/or ice.

"Erosion control system" means a combination of desilting facilities, and erosion protection, including effective planting and the maintenance thereof, to

protect adjacent private property, watercourses, public facilities, and receiving waters from the deposition of sediment or dust.

"Excavation" means the mechanical removal of earth material.

"Fault" means a fracture in the earth's crust along which movement has occurred. A fault is considered active if movement has occurred within the last eleven thousand (11,000) years (Holocene geologic time).

"Fill" means the deposit of earth material placed by artificial means.

"Geotechnical engineer" see "soil engineer". For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Geotechnical report" means a report, which contains all appropriate soil engineering, geologic, hydrologic, and seismic information, evaluation, recommendations, and findings.

"Grade" means the vertical elevation of the ground surface.

Grade, Existing. "Existing grade" means the ground surface prior to grading.

Grade, Finish. "Finish grade" means the final grade of the site, which conforms to the approved plans.

Grade, Natural. "Natural grade" means the ground surface unaltered by artificial means.

Grade, Rough. "Rough grade" means the stage at which the grade approximately conforms to the approved plans.

"Grading" means any excavation or filling or combination thereof.

"Grading contractor" means a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.

"Grading permit" means an official document or certificate issued by the City Engineer authorizing grading activity as specified by approved plans and specifications.

"Hillside site" means a site with a natural slope of ten (10) percent or more as further defined in Section 9.03.040(B) of this code.

"Indeterminate stockpile" means storage of soil for an indeterminate period of time in excess of the time permitted for a temporary stockpile.

"Key" means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

"Keyway" means an excavated trench into competent earth material beneath the toe of a proposed fill slope.

"Landslide" means the downward and outward movement of soil, rock, fill or a combination thereof.

"Mass grading" means grading that is completed on a large scale over a large area prior to preliminary grading and which when completed is within two vertical feet of the sites final grade elevations.

"Mass grading permit" means a permit that is issued to complete mass grading operations as defined above.

"Massive landslide" means a landslide too large to be stabilized by retaining methods or normal control methods.

"NPDES" stands for National Pollutant Discharge Elimination System.

"Owner" means any person, agency, firm, or corporation having a legal or equitable interest in a given real property.

"Precise grading permit" means a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations and all on-site improvements.

"Permeable Paving" means a special type of pavement that allows rain to pass through the paved surface into the ground beneath, thereby reducing the runoff from a site.

"Preliminary grading permit" means a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the City Engineer.

"References" unless indicated otherwise, or as reasonably appears from the context, references in this chapter to the civil engineer, engineering geologist, geotechnical engineer and soils engineer refer to the professional person(s) preparing, signing, stamping or approving the project plans and specifications which comprise the approved grading plan, and which professional person(s) appears of record pursuant to Section 8.21.170(D) of this chapter, or his/her successor appearing pursuant to Section 8.21.170(E) of this chapter.

"Retaining wall" means a wall designed to resist the lateral displacement of soil or other materials.

"Rough Grading Permit" means a permit that is issued to complete rough grading operations as defined in this section.

"Site" means any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

"Slope" means any inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance or as a percentage ratio of the vertical distance divided by the horizontal distance times one hundred (100).

"Slope stability—Gross stability" means the factor of safety against failure of the slope material below the surface approximately three to four feet deep measured from and perpendicular to the slope face.

"Slope stability—Surficial stability" means the factor of safety against failure of the outer three to four feet of slope material measured from and perpendicular to the slope face.

"Soil" means naturally occurring surficial deposits overlaying bedrock.

"Soil engineer (geotechnical engineer)" means a civil engineer registered in the State of California experienced and knowledgeable in the area of soil mechanics. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Soil engineering (geotechnical engineering)" is the investigation and engineering evaluation of earth materials including soil, rock, groundwater and man-made materials and their interaction with earth retention systems, structural foundations and other civil engineering works. The practice involves application of the principles of soil mechanics and the earth sciences and requires a knowledge of engineering laws, formulas, construction techniques and performance evaluation of civil engineering works influenced by earth materials.

"Sulfate (SO_4)" means a chemical compound occurring in soil or water, which in concentration, has a corrosive effect on ordinary portland cement concrete and some materials.

"Temporary stockpile" means the temporary storage of earth material greater than fifty (50) cubic yards for a period not to exceed the term of the grading permit issued for the project associated with the stockpile.

"Terrace" means a relatively level step constructed into the face of a graded sloped surface for drainage and maintenance purposes.

"WDID# means Waste Discharge Identification number.

8.21.050 Grading permit requirements.

A. Application for Permit.

1. The application for a grading permit shall be made on a form as provided by the City Engineer. All required discretionary approvals under the zoning ordinance and municipal code must be obtained prior to issuance of a grading permit.

2. No grading permit for a development project subject to approval by the planning commission, city council or administrative approval process shall be issued until such commission, council or administrative process has approved the grading concept as part of the discretionary approval process. Any application for a grading permit which effects environmentally sensitive areas shall contain information showing that the proposed grading will be accomplished without significant harm to the environment or appropriate environmental mitigation measures that have been identified within an environmental impact report for the proposed site have been complied with.

B. Responsibility of Land Owners.

1. It is unlawful for any persons owning, leasing, occupying or having charge of any real property in the City to stockpile, deposit, or allow the placement, construction or deposition of earth material on any real property in excess of fifty (50) cubic yards without first obtaining a grading permit as hereinafter described (unless exempt as noted in Section 8.21.020 exceptions. Processing of said earth material must result in a relative compaction of at least ninety (90) percent of the maximum density compaction of the surrounding material, unless otherwise provided for as part of an approved grading plan.

2. Clearing, brushing and grubbing of vegetation done in preparation of land development shall not be undertaken until all discretionary approvals for the land development project have been issued and a grading permit for the project has been obtained. For the purposes of this section, land development shall be defined as any use of real property for which discretionary approval is required as further defined in the this code.

3. A grading permit issued by the City Engineer is required prior to any grading or clearing and grubbing operations on:

a. Previously undisturbed land; or

b. Land covered by native vegetation; or

c. Land which has not been used for agricultural purposes for three years immediately prior to the initiation of a grading operation for the purpose of conducting agricultural activities.

A grading permit may be issued by the City Engineer, prior to discretionary approval, if the City Engineer, in cooperation with the planning official, determines that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause the elimination of any significant wildlife habitat for riparian area.

4. This section shall not regulate routine landscape maintenance, the removal of dead or diseased trees or shrubs or the removal of vegetation upon the order of the fire marshal for the elimination of a potential fire hazard.

C. Types of Grading Permits.

1. Either a mass grading permit, borrow site permit, rough grading permit, preliminary grading permit, precise grading permit or a stockpile permit all as defined in Section 8.21.040 of this chapter may be issued for grading work upon completion of a proper application and approval by the City Engineer.

2. Building permits may be issued for a site graded under an approved grading plan and valid grading permit upon completion and approval of rough grade and geotechnical inspection as specified in Section 8.21.170 of this chapter. Building permits for construction of model homes may be issued for the model home sites only, prior to completion of rough grading for the site, provided that rough grading has been completed and approved as noted for the model home sites.

3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading plan has been approved and a permit has been issued and the provisions as noted above have been satisfied.

D. Stockpile Permits.

1. A temporary stockpile permit is subject to conditions which may include, but not limited to, the following items: a stockpile plan prepared by a registered civil engineer, an erosion control plan prepared by a registered civil engineer, fencing, hydroseeding or other maintenance requirements. Other conditions may be established, even after the permit has been issued, in the interest of public health, safety or welfare, and shall be as determined by the City Engineer.

2. An indeterminate stockpile permit may be issued for soil that is to be used for the future development of the stockpile site where there is no current project, or for storage of soil for current or future sale, or for some other purpose as stated by the property owner. Requests for indeterminate stockpile permits will be reviewed on a case-by-case basis. Such requests may be considered to be the establishment of a business and may require review by other City department or divisions and shall be subject to all of the conditions of approval for such projects. An indeterminate stockpile permit is subject to all of the same requirements as a temporary stockpile permit.

E. Grading Permit Application. A grading permit application shall consist of the following items and forms completed and signed by the applicant or his/her representative, unless otherwise specified by the City Engineer:

1. Application form;

2. Four sets of grading plans;

3. Two copies of a preliminary soils report (see subsection (M)(1) of this section);

4. Two copies of a preliminary geology report if applicable (see subsection (M)(2) of this section);

5. Two sets of erosion control plans;

6. Payment of the grading plan check and inspection fees.

The City Engineer will inspect the project site as necessary and determine whether additional reports or other data are required prior to issuance of a grading permit. The City Engineer will notify the applicant of his determination.

F. Grading Plan Clearances. The City Engineer shall notify the applicant when clearance is required for the project from other departments or divisions within the City as well as clearance required from other agencies. All required clearances from other departments, divisions or outside agencies shall be the responsibility of and obtained by the applicant prior to issuance of the grading permit. The City Engineer will not notify the applicant for South Coast Air Quality District (SCAQMD) required clearances and permits.

G. Data to Accompany Application.

1. A grading plan, approved and signed by a California registered civil engineer, soils engineer and engineering geologist shall accompany each application for a grading permit, unless waived by the City Engineer. The grading plans shall be prepared on twenty-four (24) inch by thirty-six (36) inch Mylar film

with a standard City title block, and shall be drawn in ink. The plans shall show the original and designed finish contours, spot elevations, building pads, public improvements, slope ratios, proposed drainage facilities, protective fencing, retaining walls and any structures or buildings on adjacent properties within fifteen (15) feet of the common property lines.

2. Unless waived by the City Engineer, each application for a grading permit shall be accompanied by supporting data consisting of a soils engineering report, engineering geology report, and the grading plans and specifications. All such plans shall be drawn to engineering scales as approved by the City Engineer. The title sheet of the plan set shall contain the names, addresses and phone numbers of the site owner, the civil engineer responsible for the plans preparation, the project soil engineer and engineering geologist, including registration numbers. The title sheet shall also contain a locality sketch of the project site.

3. A statement of quantities shall be furnished, giving the estimated cubic yards of excavation, embankment, fill, and shrinkage or swell factor. Also, types of ditches and down drains, lineal feet and sizes of various types of pipe, the amount of rock to be used for rip-rap or slope protection, the lineal feet of fencing and any other pertinent information useful in determining the extent of the proposed work.

4. The grading plans shall show scaled sections of all stabilization fills, buttress fills, keyways and benching for fill placement.

H. Grading Plan Check. All grading plans submitted to the City will be checked for conformance with the provisions of this chapter, conditions of approval, the City of Moreno Valley Municipal Code, applicable specific plans, other City ordinances, rules and regulations, all applicable Federal and State requirements, 2010 California Code of Regulations Title 24, Chapter 11 accessibility requirements, City technical requirements and plan requirements, and any other applicable requirements for the development.

I. Mass Grading Plans, Rough Grading Plans, Stockpile Plans, Borrow Site Plans and Preliminary Grading Plans. The plans shall include, but not limited to, the following information.

1. Vicinity map of the site;

2. Property limits clearly labeled or otherwise identified, accurate contours of existing ground and details of terrain, and area of drainage a minimum of fifteen (15) feet beyond the property limits (spot elevations may be used on flatland sites);

3. Prominent existing or natural terrain features;

4. Limiting dimensions, elevations of finish contours to be achieved by the grading, proposed drainage devices, and related construction;

5. Details (plan and section) of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as part of the proposed work, together with a map showing the drainage area and estimated runoff from the area served by the drains;

6. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings of structures on land of adjacent owners which may be affected by the proposed grading operations;

7. If the grading project includes the movement of earth material to or from the site in an amount considered substantial by the City engineer, the permittee shall submit a haul route for review and approval by the public works department, land development division. The City Engineer may prescribe as a condition of the grading permit and submitted haul route, alternate routes or special requirement in consideration on the possible impact on the adjacent community environment or effect on the public right-of-way itself;

8. Additional plans, drawings, calculations, environmental impact information, or other reports and information required by the City Engineer.

J. Precise Grading Plans. The plans shall include of the information required in subsection I of this section plus the footprint or allowable building area of all proposed structures (including appurtenances), setback distances between structures and top or toe of slopes, setback distances between structures and property lines, detailed finish grade and finish floor elevations, flow lines for lot drainage including spot elevations for the drainage swales, details for building footings and sideyard swale relationship (including extra height of or deepened footings), and all proposed PCC flatwork and PCC/AC driveways.

K. Grading Plan Correction Sheet. A grading plan standards and correction sheet which is used as the basis for plan checking, is available from the Public Works Department, Land Development Division which identifies the items typically required on grading plans depending on site conditions.

L. Geotechnical Reports. A soil engineering and engineering geology report shall be required for all grading projects unless otherwise waived by the City Engineer. The reports shall include information useful to the site and any additional information required by the City Engineer. Recommendations included in the reports and approved by the City Engineer, shall be incorporated into the grading plans and specifications. The Building Official may require a soil report of additional information related to the building structure in accordance with the California Code of Regulations Title 24 (IBC).

M. Geotechnical Report Standards. Two copies of each geotechnical report required in subsection L of this section, shall be submitted as part of the application for a grading permit. Each report shall contain information applicable to the project as shall be prepared in accordance with generally accepted geotechnical engineering practice. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

1. Preliminary Soil Report. Soil engineering reports shall be required for all residential subdivisions, commercial or industrial development projects, multi- residential projects, and similar developments for which a grading permit is required. Soil reports shall also be required for grading or building permits on single lot projects when specified by the City Engineer or Building Official. The preliminary (initial) soil engineering report shall include information and data regarding the nature, distribution, and physical and chemical properties of existing soils, conclusions as to the adequacy of the site for the proposed grading, recommendations for general and corrective grading procedures, foundation and pavement design criteria, and shall provide other recommendations, as necessary, for the project grading and development.

2. Preliminary Engineering Geology Report. Engineering geologic reports shall be required for all developments on hillside sites where geologic conditions are considered to have a substantial effect on existing and/or future site stability. This requirement may be extended to other sites as required by the City Engineer. The preliminary (initial) engineering geology report shall include a comprehensive description of the site topography and geology including, where necessary, a geologic map; and opinion as to the adequacy of the proposed development from an engineering geologic standpoint; and opinion as to the extent that known or as reasonably should be known instability on adjacent properties may adversely effect the project; a description of the field investigation and findings; conclusions regarding the effect of geologic conditions on the proposed project; and specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development; and shall provide other recommendations as necessary for the project grading and development. The preliminary engineering geology report may be combined with the soil engineering report.

3. Seismicity Report. A seismicity report as determined by the City Engineer, may be required as a condition for issuance of a grading permit and/or building permit for all residential subdivisions, and for commercial or industrial developments, and shall be required as a condition of development for all essential facilities (as defined in the California Building Code) or as determined by the City Engineer, Building Official or Planning Official. Additionally, sites containing earthquake-sensitive earth materials and/or sites that are located on or near potentially active or active faults are required to submit a seismicity report as a condition for issuance of a grading permit. The report shall be prepared by

an engineering geologist, geophysicist, or a civil engineer with expertise in earthquake technology and its application to buildings or other civil engineering works. The scope of the report shall be commensurate with the proposed development and shall reflect the latest available and accepted technological recommendations related to seismicity. The seismicity report may be combined with the soil and engineering geology reports.

N. Import and Export of Earth Material. Where an excess of five thousand (5,000) cubic yards of earth material for a project site is moved on public roadways to or from the project site as part of the grading operations, all of the following requirements shall apply:

1. Either water of dust preventative spray material (or both) shall be consistently applied for prevention of dust resulting from the loading or transportation of earth to or from the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way, used for transporting materials, in a condition free of dust, earth, or debris attributed to the grading operations.

2. Loading and transporting of earth materials to or from the site must be accomplished within the limitations established in subsection O of this section.

3. Access roads to the site shall be only at points designated on the approved grading plans.

4. At a minimum, the first fifty (50) feet of access road adjacent to the intersection with the public roadway shall have a grade not to exceed five percent. There must be a three hundred (300) foot clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the five percent grade or three hundred (300) foot sight distance requirements can not be obtained due to site constraints, then flagman shall be posted at the access road and shall remain for the entire duration of material transportation operations.

5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the exit of the access road to the public roadway.

6. Advanced warning signs along with traffic control and safety devices shall be reviewed and approved by the City Engineer and shall be posted on the public roadway in the vicinity of the access intersection as required by the current State of California Department of Transportation "Manual of Traffic Control—Warning Signs, Lights and Devices for use in Performance of Work Upon Highways." The size, shape, color, number, spacing, and other details of all such signs and devices shall conform to the standards contained therein and in the current State of California Department of Transportation "Traffic Manual." The

advanced warning signs and other devices shall be covered or removed when the access intersection is not in use.

O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays and from 8:00 a.m. to 4:00 p.m. on weekends and holidays. The City Engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of operations may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

P. Responsibility of Permittee. It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this chapter, and as contained on the approved grading plans and in the approved geotechnical report(s). It shall also be the responsibility of the permittee to be knowledgeable with the obvious and accessible location on the site, and with a copy of the grading plans bearing the stamp or signature of approval by the City Engineer. The applicant will be responsible for obtaining all clearances and permits, if any, directly from the South Coast Air Quality Management District (SCAQMD) prior to beginning grading.

Q. Haul Routes. Where excavation of embankment material is imported or exported from one grading site to another, over public streets, whether or not either site is otherwise subject to grading permit requirements, the City Engineer may specify the route to be used in transportation of the materials on public streets.

Deviation from the designated haul route shall constitute a violation of the condition of the permit issued under this chapter. When the City Engineer does specify a route, he shall do so in writing on the permit document, and shall immediately notify the Traffic Division of the Public Works department as well as the traffic division of the City police department, that said haul route has been specified and approved.

The City Engineer may further specify load limits where, in his opinion, the standard load capacity of vehicles used in such hauling would cause excessive damage to streets on the designated route. Any grading or hauling contractor or project site owner/permittee, moving earth materials in violation of the chapter, shall be financially responsible for any damage to the public streets caused by the hauling vehicles, and shall pay to the City of Moreno Valley the cost, as determined by the City Engineer, of repairing such damage, or shall repair the damage in question to the satisfaction of the City Engineer.

At least twenty-four (24) hours before hauling is to commence, the applicant shall be required to notify the City of Moreno Valley Public Works Department, Traffic Division, and Land Development Division as well as the City Police Department, Traffic Division. The permit may specify other necessary conditions or restrictions, where the use of public streets would disrupt the normal traffic activities or cause a public inconvenience.

R. Debris on Public Streets. Vehicle Code Section 23112(b) forbids the placing, dumping or depositing of dirt and rocks on public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the provisions of this chapter, shall refrain from depositing dirt or debris on public streets by any means, including but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The City Engineer may require a cash deposit to insure the clean-up of public streets.

S. Clean-Up. The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials, including but not limited to, earth, mud, rock or other materials, on any public streets shall be responsible for the complete removal of such materials if spilled, dumped or deposited on a public street within twenty-four (24) hours of noted spill, dumping or deposition. If the permittee fails to remove such spillage, dumping or deposited material within the noted time frame, and it is necessary for the City to complete the removal, the permittee and/or property owner from where the material was removed from or deposited to, shall be liable to pay the City the full cost of such removal work. A cash deposit may be required to insure cleanup of public streets.

T. Dust Control. The contractor or permittee conducting any earth-moving or grading operation under this chapter shall be responsible for controlling dust at all times. The owner, contractor and permittee shall be responsible for implementing any and all Best Management Practices (BMPs) for all grading and earth-moving operations in accordance with the National Pollutant Discharge Elimination System (NPDES) and as required by South Coast Air Quality Management District (SCAQMD).

U. Protection of Adjoining Property. Each adjacent owner is entitled to the lateral and subjacent support which his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

1. Any owner of land or his lessee intending to permit or to make an excavation greater than ten (10) feet in depth within fifty (50) feet of his property line(s) shall give reasonable notice to the owner or owners of land abutting the property line(s) affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin.

2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken so that the soil of adjoining properties will not cave in or settle without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to of greater depth than are the walls or foundation of an adjoining building or other structure, and the distance from the edge of the excavation to an adjoining building or other structure is less than the depth of the excavation, then the permittee or person completing the excavation must take any and all necessary steps to protect the adjacent building or other structure from possible damage resulting from the excavation or the permittee or person completing the excavation must notify the owner of the adjoining building or other structure and allow at least ten (10) days, if so desired, in which to take measures to protect the same from any damage, or to brace or extend the foundations of the noted building or other structure from possible damage from the excavation.

V. Issuance, Expiration and Renewal.

1. Every grading permit issued shall be valid for a period of one hundred eighty (180) days from the date of issuance.

2. Every permit shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

3. The time limitations for all grading permits issued by the City are also subject to the following provisions:

a. A permit issued in accordance with these requirements shall expire upon a change of ownership, if the grading work thereon, for which said permit was issued has not been completed, and a new permit shall be required for the completion of the work. If the time limitations as noted above are not applicable, and if no changes have been made to the plans and specifications last submitted to the City Engineer, no charge shall be made for the issuance of a new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the City Engineer, fees based on the valuation of the additional or new work, additional yardage and necessary plan checking shall be charged to the permit applicant.

b. The City Engineer may extend the one hundred eighty (180) day expiration time limit on permits not to exceed three successive periods for one

hundred eighty (180) days each, upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

4. The City Engineer may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued.

5. If the permittee presents satisfactory reasons for failure to begin or complete the work within the periods specified above, the City Engineer, upon written request, may grant an extension of time reasonably necessary or as specified in subsection (V)(3)(b) of this section for an additional three hundred sixty-five (365) days without additional fees, provided that:

a. No changes have been made in the original plans and specifications for such work.

b. Suspension of abandonment has not exceeded one hundred eighty (180) days.

c. A re-endorsement of the compliance of the plans with the current and applicable regulations has been obtained by the permittee from the Land Development Division.

Such requests for extensions must be submitted no later than the thirtieth day following the date on which said permit would otherwise expire.

6. If the permittee is unable to complete the work by the end of a two calendar year period (initial one hundred eighty (180) days plus one and one-half year extension) or fails to request an extension within the time provided in subsection (V)(5) of this section, the City Engineer, upon written request and justification, may renew the grading permit for a fee of one-half the amount required for the original permit for such work, provided no changes have been made to the original plans and specifications for such work.

W. Denial of Permit. The City Engineer shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in debris being deposited on any public street or public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the City Engineer that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices, or by other means, the City Engineer may issue a permit with the condition that such work be performed. If, in the opinion of the City Engineer, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or

sufficiently reduce the hazard to human life or property, the grading permit and any proposed building permits for habitable structures shall be denied.

The City Engineer may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The City Engineer may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated in accordance with the requirements of the California Environmental Quality Act (CEQA), deny the issuance of a grading permit.

The City Engineer shall require plans and specifications to be modified in order to make them consistent with the City of Moreno Valley general plan, specific plans, municipal code requirements, or other rules, regulations, or conditions of approval applicable to the project. The City Engineer may deny the grading permit if the proposed project cannot be designed in accordance with this chapter, applicable rules, regulations, or conditions.

8.21.060 Fees.

A. Plan-Checking Fees. Before accepting a set of plans and specifications for checking, the City Engineer shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures. The amount of plan-checking fee for grading plans is set forth by City Council resolution.

The plan-checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the required fee for the entire project.

B. Review of Geotechnical Reports Fee. The fees paid in accordance with subsection A of this section (plan-checking fee) includes all necessary fees for review of all geotechnical report(s) for the project and no additional or separate fee will be charged for said review.

C. Grading Permit Fees. A fee for each grading permit shall be paid to the City Engineer for issuance of said permit. The fee for grading permit issuance is set forth by City Council resolution. The fee for a grading permit authorizing additional work to that under a valid grading permit shall be the difference between the fee paid for the original permit and the required fee for the entire project.

8.21.070 Grading security.

The City Engineer may require bonds or other approved security in such form and amounts as may be deemed necessary to assure that the work for a valid grading permit is completed in accordance with the approved plans and specifications or to insure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate any potentially hazardous condition without additional cost or obligation to the City. One form of security will be required to cover all grading and drainage facilities. Separate securities may be required for slope planting, landscaping, irrigation and erosion control.

8.21.080 Cuts.

Cut slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

Slope stability analysis shall be included in all soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height regardless of the slope ratio. The soil engineer shall consider both gross and surficial stability of the slope and provide a written statement approving the slope stability.

8.21.090 Fills.

A. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical (2:1), or where the base (toe) of the fill slope would be within twelve (12) feet horizontally of the top of a cut slope, unless evidence is submitted by the soil engineer and/or engineering geologist which indicates that the stability of the slope is adequate and the proposed slope is approved by the City Engineer.

B. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation; noncomplying fill; topsoil and other unsuitable materials; and by scarifying to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than five horizontal to one vertical (5:1), the ground shall be prepared by benching into sound bedrock, or other competent or formational material, as determined by the soil engineer and

approved by the City Engineer. The lowermost bench beneath the toe of a fill slope shall be a minimum of ten (10) feet in width. The ground surface below the toe of fill shall be prepared for sheet flow runoff, or an appropriate drainage system shall be provided.

Where fill is to be placed over a cut slope, the bench under the toe of the fill shall be at least fifteen (15) feet wide and shall meet the approval of the soil engineer and/or engineering geologist as suitable foundation for the fill. Unsuitable soil is soil which is not dense, firm, or unyielding; is highly fractured; or has a high organic content; and in the opinion of the City Engineer, civil engineer of record, soil engineer, or engineering geologist is not competent to support other soil or fill, to support structures, or to satisfactorily perform the other functions for which the soil is intended.

C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as outlined below, no rock or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

The City Engineer may permit placement of larger rock in fill when the soil engineer properly devises a method of placement, continuously inspects placement, and approved the fill stability and competency. The following conditions shall also apply:

1. Prior to issuance of a grading permit, potential rock disposal area(s) shall be identified on the grading plan.

2. Rock sizes greater than eighteen (18) inches shall be placed a minimum of six feet below grade, measured vertically and/or ten (10) feet measured horizontally from any slope face.

3. Rocks sizes greater than twelve (12) inches shall be placed so as to be completely surrounded by soil; no nesting of rocks will be permitted.

D. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of the maximum density as determined by ASTM DI557. Field density tests shall be performed in accordance with ASTM D1556, or equivalent, as approved by the City Engineer. At least twenty-five (25) percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be uniformly distributed within the fill area and/or fill slope surface area in order to obtain representative results.

Locations of the field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

Testing in areas of a critical nature or special emphasis shall be in addition to a network of representative sampling.

E. Exceptions:

1. Fills excepted in Section 8.21.020 of this chapter if the City Engineer determines that compaction is not a necessary safety measure to aid in preventing saturation, settlement, slippage or erosion.

2. Where lower density and very high potential expansion characteristics exist, (as defined in the California Building Code), lesser compaction requirements may be approved by the City Engineer upon justification and recommendation by the soil engineer.

Sufficient maximum density determinations by test method ASTM D1557 shall be performed during the grading operations to verify that the maximum density curves used are representative of the material placed throughout the fill.

F. Fill Slopes. Fill slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

All fill slopes shall be overfilled to a distance from finish slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finished grade to expose the compacted core. Alternate methods for fill slope compaction may be used by the grading contractor subject to approval by the soil engineer and City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil.

A slope stability analysis shall be included in soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height, regardless of the slope ratio. The soil engineer shall consider both the gross and surficial stability of the slope and provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternate methods of construction or compaction requirements necessary for surficial stability.

At least twenty (20) percent of the field density tests performed during grading shall be located within three feet of the final slope location, and at least one density test shall be taken in the outer twelve (12) inches of the finished slope face for every five thousand (5,000) square feet of slope area.

G. Buttress/Stabilization Fills. Recommendations for buttress/stabilization fills by the soil engineer shall be included in the soil report setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudo static conditions, (analysis of pseudo static loads are not normally needed when the bedding planes are flatter than twelve (12) degrees from horizontal), laboratory test data upon which the calculations are based, a copy of the approved grading plan showing the location of the buttress/stabilization fill, a scaled section of the buttress/stabilization fill, and recommendations with details of subdrain requirements.

H. Utility Line Backfill. Backfill for on-site utility line trenches, including but not limited to, water, sewer, gas, electrical, telephone and cable television services which effect the stability of foundations or other structures, or which are in sloping surfaces steeper than ten horizontal to one vertical (10:1), and which utilize onsite material as backfill, shall be compacted and tested in accordance with subsection D of this section. Alternate materials and methods for utility line trench backfill may be used provided that the material specification and method of placement are recommended by the soil engineer and approved by the City Engineer prior to backfilling.

Utility line trench backfill for on-site areas other than those stated above need no specific placement method or compaction criteria, but shall be sufficiently compacted to preclude detrimental settlement. In no case shall this be construed to mean utility line trench backfill within any public rights-of-way.

The final utility line trench backfill report from the project soil engineer shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use and that all tested areas meet the compaction requirements in accordance with subsection D of this section.

8.21.100 Setbacks.

A. General. The setbacks and other restrictions specified by this section are minimum and may be increased by the City Engineer or by the recommendation of the civil engineer of record, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. Where zoning requirements exceed the minimum herein, the zoning setbacks shall govern.

B. Setbacks From Property Lines. The tops and toes of slopes shall be setback from the outer boundaries of the permit area, including slope right

areas and easements, in accordance with Figures A and B. Lot lines shall be located at the top of slopes whenever possible.

C. Design Standards for Setbacks. Setbacks between graded slopes (cut or fill) and structures shall be provided in accordance with Figures A and B. A usable side yard of at least five feet from any building wall shall be provided to the top or toe of a slope unless waived by the City Engineer.

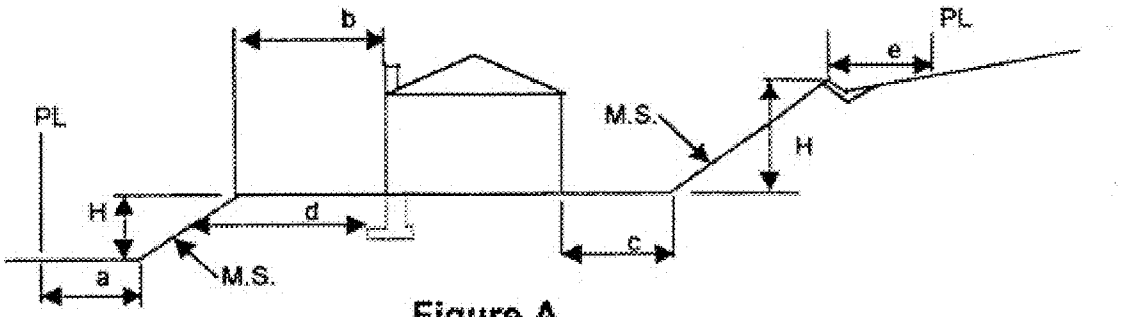

Figure A

Table A Minimum Setback from Adjacent Slope					
H (hgt-ft)	a	b	c	d	e
0<6	3′	5′	3′	5′	3′
6 to 14	5′	5′	H/2	H/2 (5′Min)	3′
14 to 30	5′	H/2 (10′ Max)	H/2	H/2 (10′ max)	6′
30+	5′	10′ Max	15′ Max	10′ Max	6′

NOTES:

1 PL means property line and/or permit boundary. M.S. means manufactured surface.

2 Setbacks shall also comply with applicable zoning regulations.

3 Table A applies to manufactured slopes and 2:1 or steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.

4 “b” may be reduced to 5′ minimum if an approved drainage device is used; roof gutters and downspouts may also be required.

5 “b” may be reduced to less than 5′ if no drainage is carried on this side and if roof gutters are included; “d” may not be reduced.

6 If the slope between “a” and “b” is replaced by a retaining wall, “a” may be reduced to zero and “b” shall remain as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.

7 “b” is measured from the face of the structure to the top of the slope.

8 “d” is measured from the lower outside edge of the footing along a horizontal line to the face of the slope. Under special circumstances, “d” may be reduced as recommended in the soil report and approved by the Building Official

Figure B

Minimum Setback

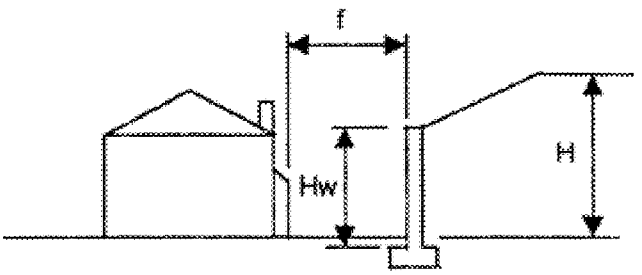

Figure B

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
0 to 6	3′ Max	3′ Min
6 to 8	4′	4′

Ordinance No. XXX
Date Adopted:

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
8 to 10	5′	5′
10 to 12	6′ Max	6′
12 to 30	6′ Max	H/2
30+	6′ Max	15′ Max

NOTES:

1 The use of retaining walls to reduce setbacks must be approved by the City Engineer.

2 "f" may be reduced to zero (0) feet if the Building Official approves a combination structure/retaining wall after submittal and review of structural calculations from the project structural engineer and after the City Engineer approved the necessary drainage devices.

3 "Hw" is the height of the retaining wall measured from the top of the footing to the top of the wall.

8.21.110 Drainage and terracing.

A. General. Unless otherwise noted on the approved grading plan, drainage facilities and terracing of graded slopes shall conform to this section, to the currently adopted City design standards, this code and to Riverside County Flood Control and Water Conservation District's master drainage plans for the City, except where otherwise specified.

B. Terraces. Terraces at least eight feet in width shall be established at not more than thirty (30) foot vertical intervals on all cut or fill graded slopes in order to control surface drainage and debris. Where only one terrace is required, it shall be at the mid-height of the slope. Terrace widths and spacing for cut and fill slopes greater than one hundred and twenty (120) feet in height shall be designed by the project civil engineer based upon recommendations of the project soil engineer and approved by the City Engineer. Suitable access shall be provided to all terraces to permit proper cleaning and maintenance.

Terrace drains shall have a minimum gradient of two percent unless waived by the City Engineer. Terrace drains shall have a minimum depth at the deepest point of no less than one foot and a minimum paved width of at least

three feet and shall be designed to accommodate all runoff created by the cut or fill slope as well as any tributary runoff which enters the terrace drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

D. Storm Water Discharge. All drainage facilities shall be designed to carry storm water runoff to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction, as an acceptable and safe location to deposit such runoff. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the City Engineer.

E. Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the City Engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the City Engineer.

F. Storm water Runoff. Storm water runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

1. Whenever practicable, each lot shall be graded so that storm water will drain from the backyard through the sideyard and front yard directly to the abutting street or toward approved drainage facilities at a gradient of not less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

2. When the above is not feasible, as determined by the City Engineer, storm water shall be collected along the top of slopes or at the rear of graded lots by means of paved gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of eighteen (18) inches deep.

3. Where slopes are terraced at thirty (30) foot intervals, drainage shall be provided in paved ditches a minimum of thirty-six (36) inches wide and twelve (12) inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the City Engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to grantee the improvement, is posted with the City.

4. Down drains, interceptor drains and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by the project engineer and approved by the City Engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe (RCP), plastic pipe (PVC) or other pipe material as approved by the City Engineer. Anchor lugs or collars may be required by the City Engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the City Engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

5. The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters or other materials as approved by the City Engineer.

G. Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage-ways on the owner of record of each respective lot. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the permittee. Such easements shall be subject to the approval of the City Engineer and City attorney and recorded prior to the issuance of the grading permit.

8.21.120 Retaining walls.

Retaining walls shall be constructed of reinforced concrete, reinforced masonry block, reinforced concrete block and geosynthetic fabric, or a combination of the aforementioned materials. Retaining walls shall be designed to resist all earth pressures acting upon them including embankment or structure/vehicle surcharge loads. All retaining walls shall be designed by a registered civil or structural engineer and submitted to the building division, including appropriate structural calculations, for review and approval prior to installation. All retaining walls that are to be constructed in connection with a grading plan shall be shown on the grading plan. Sufficient top of wall (TW) and top of footing (TF) elevations shall be shown on the grading plans to determine the overall height of the retaining wall at various locations.

8.21.130 Expansive soils.

A. Expansive soil is any soil with an expansion index greater than twenty (20), as determined by the expansion index tests (2010 California Building Code, Section 1803

B. Whenever expansive soils are encountered within four feet of the finish grade of any area intended or designed as a location for a building then the following shall be observed:

1. The permittee shall remove such expansive soil to a minimum depth of four feet below finish grade within the building footprint area. Nonexpansive, properly compacted soil shall then be installed in the area where the expansive soil was removed; or

2. In the event that sufficient non-expansive material is not readily available on site, the permittee may at his option import nonexpansive material to be used as fill or the soil engineer may waive or reduce the requirement for removal and replacement of the expansive soils reported on the project. The soil engineer shall, however, make recommendations for the design of footings, foundations, slabs, and other load bearing features, or other special procedures which will alleviate any potential problem created by the remaining expansive soils; or

3. Based on recommendations for the soil engineer, expansive soil from cut areas may be placed in the lower extremities of embankments, and nonexpansive materials shall be reserved and stockpiled so that they may be placed as a cap over expansive soil. Whenever expansive soil is placed closer than four feet of finish grade, the soil engineer shall so indicate and make corrective recommendations as noted above.

8.21.140 Asphalt paving.

A. Requirements. For the purpose of this section, asphalt concrete (A.C.), aggregate base material (A.B.), prime coat, tack coat, and seal coat shall all meet the current material specification standards of the City of Moreno Valley for public road construction and/or the approval of the City Engineer.

B. Subgrade Compaction. Compaction of subgrade materials shall be in accordance with the requirements of Section 8.21.090(D) of this chapter.

C. Soil Sterilization. Unless otherwise approved by the City Engineer, subgrade earth materials shall be sterilized to preclude plant growth.

D. Pavement Structural Section. The project soil engineer, architect, or design civil engineer shall determine the pavement structural section(s) for parking lots, service roads, private streets and dedicated streets on new private development projects. The structural section shall be based on:

1. Soils tests of the subgrade soil(s) performed in accordance with the latest revision of test method number California 302 and anticipated traffic and/or loading conditions.

2. The design shall be determined by R-value testing in accordance with CalTrans design method with recommended safety factors. The minimum design structural section(s) for dedicated streets shall be as noted in the current edition of the City of Moreno Valley standard plans.

E. Alternative Design Method for New Parking Lots/Service Roads and Private Streets. In lieu of the recommended structural section from the soil engineer or civil engineer based on testing as noted above, the following standards may be used for new private parking lots/service roads and private streets:

Industrial and Commercial Developments	**Min. Structural Section**
Parking area less driveways and perimeter drives	.25′ AC / .33′ AB
Driveways and perimeter drives for industrial developments	.25′ AC / .83′ AB
Driveways and perimeter drives for commercial developments	.25′ AC / .67′ AB
High Density Residential	
Parking areas and access lanes	.25′ AC / .33′ AB
Drives and areas subject to heavy truck use	.25′ AC / .67′ AB
Private Streets	
Structural roadway section for private streets	.30′ AC / .50′ AB

AC means asphalt concrete pavement.

AB means Class II aggregate base material.

F. Exceptions. The provisions of this section shall not apply to private asphalt concrete driveway(s) providing access to not more than two single-family residences, proposed in conjunction with a project subject to a grading permit or to commercial, industrial or high-density residential developments where all pavements areas are constructed of Portland cement concrete (PCC) pavement.

8.21.150 Permeable surface designs

A. Permeable surface designs include, but is not limited to pervious concrete, permeable pavement, permeable pavers, and porous asphalt. These BMPs may be allowed in low flow traffic roads and parking lots and other paved areas upon approval from the City Engineer.

8.21.160 Erosion control.

A. General.

1. All earth moving or grading operations requiring a grading permit (as noted in Section 8.21.020 of this chapter) shall be required to also have an approved erosion control plan. In addition, any grading, clearing, brushing and grubbing within one hundred (100) feet of environmentally sensitive areas, is prohibited from October 1st to May 31st except for the following:

a. The construction and maintenance of erosion control systems, which have been approved by the City Engineer.

2. Grading work is prohibited on any single grading site under permit between October 1st and May 31st unless an erosion control plan has been approved or waived by the City Engineer. Where necessary, temporary and/or permanent erosion control devices or methods, as approved by the City Engineer, shall be employed to control erosion and provide safety during this period.

3. The City Engineer may order restriction or cessation of land disturbance or development operations upon determination that the weather, soil, slope, or general site conditions may cause serious accelerated erosion or sediment damage either on-site or downstream from the site.

B. Erosion Control Plans.

1. Erosion control plans shall be submitted to the City Engineer for approval concurrent with the grading permit application and/or with grading plan submittal unless otherwise waived by the City Engineer. No grading permit shall be issued unless an erosion control plan has been submitted or waived by the

City Engineer. The erosion control plan may be waived for grading on single residential lot projects, provided that an erosion control system, approved by the City Engineer, is installed, placed, planted or constructed before October 1st. An erosion control and/or sediment control plan is required for all projects if the City Engineer determines that erosion or sediment discharge adversely affects adjacent properties. The approved erosion control plan shall be updated if necessary by October 1st each year, for projects under a grading permit.

2. The erosion control plan shall include details of protective measures, including desiltation basins or other temporary drainage or control measures or both, as may be necessary to protect adjoining public or private property from damage by erosion, flooding, or mud and/or debris deposits which may originate from the site or result from the grading operations.

3. All slope planting, as required by the erosion control plans, which is to be completed after October 1st, will require jute matting or other acceptable turf matting or erosion control blankets prior to planting or hydroseeding.

C. Submittal and Processing Requirements.

1. All projects requiring a grading permit must have erosion control plans submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

2. The erosion control plans must be approved and erosion control devices installed and certified and inspected as being properly constructed by the engineer of record. Sediment control must be continuously maintained throughout the construction process. Updating of the plans will be required for phases of construction not covered by the previously approved plans.

3. Approval and processing of the erosion control plans requires payment of plan checking fees, inspection fees and the posting of securities as further noted in this section.

4. First submittal for erosion control plans shall include the plan checking fee, two blueline copies of the plans and two copies of the bond estimate.

D. Information on Erosion Control Plans. Erosion control plan shall include but not be limited to, the following information:

1. A twenty-four (24) hour telephone number of the person responsible for performing emergency erosion control work;

2. The stamp and signature of the civil engineer that prepared the erosion control plan;

3. The erosion control general notes (copies available for the public works department, land development division);

4. Identification of all desilting and erosion protection facilities necessary to protect adjacent property from sediment deposition;

5. Identification of the streets and drainage devices that will be completed and paved by October 1st;

6. Provision for the placement of gravel bags, slope planting or other measures to control erosion from all slopes above and adjacent to roads open to the public;

7. Provision for maintaining access to desilting facilities during wet weather;

8. A schedule for the construction and ongoing maintenance of all required erosion and sediment control facilities;

9. Identification of discharge points where concentrated runoff occurs.

E. Erosion Control Systems.

1. All sediment shall be contained on-site. Runoff from disturbed areas shall be detained or filtered by berms, swales, ditches, filter strips or other means as necessary to prevent the escape of sediment from the site. Sediment control devices shall be installed prior to or concurrent with the initial grading operations and shall be maintained throughout the development process.

2. Erosion shall be prevented at locations where runoff is concentrated. Where runoff will be discharged to natural ground or channels, appropriate energy dissipaters shall be installed to prevent erosion at the point of discharge.

3. All erosion control measures required to retain sediment on-site and to safely discharge any accelerated runoff generated by the project shall be installed during the initial construction phase of the project.

4. Desilting facilities shall be provided at drainage outlets from the graded site.

5. Desilting basins shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow sediment of suspended particles.

6. Desilting basins shall be constructed around the perimeter of projects. Basins should be located where maintenance access is provided from paved roads during wet weather.

7. Desilting basins constructed from compacted earth shall be compacted to a relative compaction of ninety (90) percent of maximum density. A soil engineering report including the type of field-testing performed, location and results of testing, shall be submitted to the City Engineer for approval upon completing the desilting basin(s).

8. Equipment and workers, for emergency work, shall be available at all times. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices if needed.

9. Unless otherwise approved by the City Engineer, erosion protection shall include effective planting of all slopes in excess of three feet in height. Slopes exceeding fifteen (15) feet in height may require an adequate sprinkler system, as determined by the City Engineer.

10. All slopes greater than five feet in height shall be permanently landscaped with the landscaping established prior to October 1st. If the permanent landscaping is not installed and sufficiently established prior to October 1st, the slope(s) shall be covered with protective materials and soil stabilizers approved by the City Engineer.

11. All disturbed slopes shall be planted and protected within forty-five (45) days of the completion of each stage of grading. Suitable measures to prevent slope erosion, including but not limited to, rapid growth vegetation sufficient to stabilize the soil, shall be installed on all disturbed areas until such time as the permanent vegetative cover sufficiently matures to provide permanent stability.

12. Erosion control provisions shall include and complement drainage patterns during the current and future phases of grading throughout the rainy season.

13. Graded areas around the project perimeter must drain away from the face of slopes at the conclusion of each working day.

F. Erosion Control Maintenance.

1. Erosion control systems shall be serviced and maintained to provide continuous capacity and to adequately function as designed. After precipitation exceeding one-quarter inch in any twelve (12) hour period, or upon direction of the City Engineer, silt and debris shall be removed form check dams and desilting basins and the basins pumped dry and otherwise restored to the original design condition.

2. The performance of the erosion control system shall be evaluated by the City Engineer and revised and replaced as ordered.

3. The construction and maintenance of all erosion control systems shall conform to the approved erosion control plan unless otherwise approved by the City Engineer.

4. The contractor, permittee, or project owner shall be responsible for and take necessary precautions to prevent public trespass into areas where impounded water creates a hazardous condition. Necessary precautions may include, but not limited to, appropriate perimeter fencing, or a twenty-four (24) hour guard in order to prevent unauthorized persons from entering the basin(s).

5. Any sprinkler system, controlled by timers, used with an erosion control system, shall be inspected every thirty days to assure proper functioning of the timer device.

G. Erosion Control Design and Implementation.

1. If a project design includes grading or construction within one hundred (100) feet of any environmentally sensitive areas, additional erosion control measures may be required within all disturbed areas in order to minimize the impacts to the environment. These measures may require the approval of the City Engineer as well as approval and certification by the engineer of record for the project. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. The additional erosion control measures may include, but not limited to, installing protective materials and stabilizers, along banks and within waterways and over all disturbed areas. The additional erosion control measures may also include a full time (twenty-four (24) hour) on-site guard during storms and when the precipitation amount is expected to exceed one-half inch in any twenty-four (24) hour period. The precipitation forecast shall be as established by the National Weather Service.

2. All erosion control systems require approval by the City Engineer and approval and certification by the engineer of record. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. All erosion control systems shall remain in place at all times for all areas in which construction is not scheduled to commence within the next seven days. All erosion control systems shall remain in place until May 31st. The May

31st date may be extended by the City Engineer upon determination that there is a substantial likelihood of significant precipitation after May 31. The City Engineer shall use information as provided by the National Weather Service to make such determination.

3. All removable protective devices shown shall be in place at the end of each working day when the five day rain probability forecast exceeds forty (40) percent. The forecast shall be as determined by the National Weather Service.

4. The faces of cut and fill slopes and the project site shall be prepared and maintain to control erosion. Slope protection may be waived by the City Engineer for cut slopes, which are not subject to erosion because of the erosion resistant character of the materials.

5. If construction of erosion control systems outside of the project boundaries are necessary, permission to construct such systems from the owner of such off-site property. Plans for the off-site systems shall be included with the on-site plans submitted to the City Engineer. The plans for the off-site erosion control systems shall include permission to grade and maintain the erosion control systems from all affected property owners and letters of clearance and/or permits from all appropriate governmental entities.

6. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition, free of loose soil, construction debris, and trash. Street sweeping or other equally effective means shall be used on a regular basis to control erosion, which has been deposited on streets or sidewalks. Watering shall not be used to clean streets except for the removal of fine material not otherwise removed by sweeping or other mechanical means.

7. The contractor, permittee, or property owner shall be responsible for inspection, modification, and proper maintenance of the erosion control devices as necessary. If the contractor, permittee, or property owner fails or refuses to properly maintain the erosion control devices, the City Engineer:

a. May cause emergency maintenance work to be done in order to protect potentially impacted property. The cost shall be deducted for the erosion control security posted for the project pursuant to subsection (H)(4) of this section and shall include all costs related to the emergency maintenance including initial mobilization and performance of the work in addition to applicable administrative costs.

b. Shall revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the City engineer is installed or necessary maintenance of an existing system is completed.

8. If any grading subject to Section 8.21.020 of this chapter has commenced on private property without a valid grading permit, the property owner shall be required to obtain a valid permit before continuing and grading, and may be required to prepare and implement an erosion control plan, approved by the City Engineer. If the property owner fails to install an approved erosion control system, the City Engineer shall cause emergency work to be done to protect potentially impacted property and to protect environmentally sensitive areas. The procedures of subsections B, C and D of this section need not apply for emergency erosion control work between October 1st and May 31st. The cost of such emergency work shall be charged to the owner pursuant to the procedures set forth in subsection (H)(4) of this section.

H. Erosion Control Security.

1. Requirement for Security. Prior to approval of the grading permit, an erosion control plans for the project site shall be submitted to and approved by the City Engineer and securities meeting the requirements contained herein shall be posted with the City. The security shall guarantee the following:

a. Compliance with all provisions of this section and all other applicable ordinances;

b. Compliance with any and all terms and conditions of the permittee's approved erosion control plan;

c. Completion of the erosion control system, to the satisfaction of the City Engineer, and in accordance with the approved erosion control plan;

d. Completion of all emergency and routine maintenance and repair of the erosion control system(s) to insure the continuous integrity of the system(s) to the satisfaction of the City Engineer and as may otherwise be required by this section;

e. Restoration and repair of public streets or other property adversely impacted by erosion from permittee's project.

2. Amount and Form of Security. The amount of the security shall be equal to one hundred (100) percent of the total estimated cost of the erosion control system(s). The permittee's estimate of such cost shall be based on the established unit costs available from the City and shall be subject to the review and approval of the City Engineer. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City Engineer. The remainder of the erosion control security shall be subject to the approval of the City Engineer and city attorney, and consist of one or more of the following:

a. Cash deposit;

b. A bond;

c. A certificate of deposit;

d. A letter of credit, in City format, from one or more local financial institution(s) subject to regulation by the state or federal government.

3. Failure to Provide Security. If a permittee fails to provide the security required by this section prior to October 1st each year, the City Engineer may revoke the permittee's grading permit without prior notice to the permittee. Any such revocation shall be in writing.

4. Use of Cash Deposit. The City Engineer may cause certain erosion control work to be done under any of the following circumstances:

a. Failure of the permittee to commence emergency repair or maintenance work within twelve (12) hours of receipt of a written demand therefor from the City Engineer, or within twelve (12) hours of the City Engineer's attempt to communicate such demand via the telephone number listed on the approved plans or as provided by the permittee.

b. Failure of the permittee to commence other repair or maintenance work within seventy-two (72) hours of receipt of a written demand therefore from the City Engineer.

c. Failure of the permittee to diligently pursue completion of any required repair or maintenance work or to complete such work within a reasonable time period established by the City Engineer.

d. Failure of the permittee to complete installation of a erosion control system prior to October 1st.

e. Failure of the permittee, after notice from the City Engineer, to clean or repair public streets or other public property, where debris, damage or erosion resulted from the permittee project.

The permittee shall be liable to the City for the cost of any repair work that was necessary as a result of and in accordance with the provisions of this section. The City Engineer may withdraw from the permittee's cash deposit for erosion control security, any funds necessary to pay for such work. The City Engineer shall notify the permittee of any withdrawal from the permittee's cash deposit. If the cost for such work exceeds the balance of the permittee's funds on deposit, the City Engineer shall cause an invoice to be sent to the permittee demanding payment of the amount by which the cost of the work exceeds the permittee's deposit. The permittee shall, within ten (10) days of receipt of such invoice, deposit with the City Engineer, that amount of cash necessary to bring the

permittee's deposit up to its original balance. If the permittee fails to pay such amount in full within thirty (30) days from the date of the invoice, the permittee's grading permit shall be automatically revoked. Renewal of the grading permit shall not be completed until the invoice is paid in full. No final grading inspection shall be completed until the permittee has fully satisfied all monetary obligations to the City imposed pursuant to the provisions of this section. Additionally, no further construction permits, including but not limited to, building permits or occupancy permits, shall be issued until such monetary obligations are fully satisfied.

5. Release of Security. On June 1st of each year, or upon the end of the actual rainy season (as determined by the City Engineer) whichever occurs later in time, the City Engineer may release any erosion control security posted or deposited pursuant to this section, upon receipt of a written request for such release by the permittee.

The City Engineer shall be responsible for determining the end of the rainy season if it occurs after May 31st of any given year. The determination shall be based upon available meteorological information.

The City Engineer shall not release a permittee's security if the permittee has an outstanding monetary obligation to the City incurred pursuant to the provisions of subsection (H)(4) of this section or if cleanup or repair of public streets or other public property for which the permittee is responsible, has not been completed to the satisfaction of the City Engineer.

Any unused portion of the permittee's erosion control security may also remain on deposit with the City throughout the grading of the project and not be released until completion of the landscaping improvements for the project if it is determined by the City Engineer that due to the nature, configuration, or location of the project, it is in the best interest of the City to retain said erosion control security until to projects completion.

8.21.170 National Pollutant Discharge Elimination System (NPDES).

A. General Requirements. On September 2, 2009, the State Water Resources Control Board (SWRCB) approved waste discharge requirements associated with construction activity. The regulations affect all construction sites that disturb an area of one acre or more.

As a condition of the Santa Ana Regional Water Quality Control Board, a National Pollutant Discharge Elimination System permit will be required for all sites that disturb an area of one acre or more. Prior to issuance of a grading permit, each applicant shall provide an NPDES permit number (WDID#) to the City Engineer.

A complete NPDES permit for storm water runoff associated with construction activity application and general requirements may be obtained from the State Water Quality Control Board .

In general, the permit requires the following information to be filed with the California State Water Resource Control Board (SWRCB):

1. A notice of intention (NOI). The NOI application is in the construction permit package;

2. Risk Assessment.

3. Site Map.

4. A stormwater pollution prevention plan (SWPPP). Conditions are outlined in the construction permit package;

5. Annual Fee.

6. Signed Certification Statement.

It is the permittee's responsibility to obtain the application package, complete the information and reports as noted above, and maintain the site throughout the duration of the project as required by the permit. All of the information noted above shall be maintained on-site during construction and shall be presented upon demand by State Water Resource Control Board inspectors, the City of Moreno Valley inspectors or any member of the public.

8.21.180 Grading inspection.

A. Grading Inspection.

1. Site Inspection by the City Engineer. Prior to any grading, brushing, or clearing, there shall be a pre-grading meeting held on the site unless waived by the City Engineer. Prior to placing concrete for curb and gutter, sidewalk, pavement base material or other similar improvement in the public right-of-way, there shall be a pre-paving meeting held on the site unless waived by the City Engineer. The permittee, or agent for the permittee, shall notify the City Engineer and request the meeting(s) at least two working days prior to the meeting(s) and shall also be responsible for notifying all principals responsible for grading or paving operations.

It shall be the responsibility of the person doing the work authorized by a permit, to notice the City Engineer at least two working days prior to the work being ready for the following inspections:

a. Excavation and Fill Inspection.

i. Canyon Clean Out. After all brush and unsuitable material has been removed and an acceptable base has been exposed, but before any fill has been placed;

ii. Toe Bench and Key. After the natural ground or bedrock has been exposed and prepared to receive fill, but before fill is placed;

iii. Over Excavation. After the area has been excavated but before fill is placed;

iv. Excavation. After the excavation has started, but before the vertical depth of the excavation exceeds ten (10) feet, and every ten (10) foot interval thereafter;

v. Fill. After the fill has started, but before the vertical height of the fill exceeds ten (10) feet and every ten (10) foot interval thereafter.

2. Concrete or Gunite Drainage Device Inspection.

a. Alley Gutter or Concrete Drainage Device. After the sub-grade is prepared and any reinforcement placed but prior to concrete placement and then again after concrete placement;

b. Terrace Drains, Down Drains, Brow Ditches. After grade has been established but before placement of welded wire mesh or reinforcement and then again after placement of concrete or gunite.

3. Other Drainage Devices.

a. Subdrains. After excavation but prior to placement of filter materials and pipe. The subdrain pipe and filter material shall be on site for inspection. Inspection shall also occur after placement of pipe and filter material but before backfill;

b. City Storm Drains and Inlets. After installation of form-work and placement of reinforcement but before concrete placement and then again after placement of concrete and removal of form-work but prior to backfilling. Inspection shall also occur after backfilling and completion of storm drain;

c. Earth Swales. Prior to rough grading approval and then again prior to final grading approval.

4. Rough Grade Inspection.

a. When all rough grading as been completed. Inspection may be called for at the completion of rough grading after the City Engineer has received, reviewed and approved the required geotechnical certification(s) and/or compaction reports and the civil engineer has submitted approval of line and grade on City approved format. Under normal circumstances, all subdrains and slope drains, if required, shall be in place and approved as a condition of rough grading approval.

5. Paving Inspection (In Public Right-of-Way).

a. Subgrade. After subgrade has been established, tested, and approved by the soil engineer, or his qualified representative, the soil engineer may leave a field memo of compaction test results on site. The civil engineer shall provide approval of line and grade;

b. Base. After base course has been placed, tested, and approved by the soil engineer or his qualified representative, but prior to prime coat and asphalt placement, the soil engineer may leave a field memo of compaction test results on site. Material invoices or weight tickets shall be required;

c. Asphalt Concrete. During asphalt placement to verify compliance with plans and specifications. Material invoices or weight tickets shall be required. Prior to application of seal cost, the paved surface shall be water tested to reveal any irregularities and shall be patched where required.

6. Final Inspection.

a. When all work, including installation of all drainage structures and other protective devices has been completed and all written professional approvals and the required reports have been submitted.

7. Siltation Control Facilities (October 1st to May 31st).

a. After excavation of desilting basins but prior to fill placement. Pre-fabricated drainage devices are to be available on site for inspection;

b. After fill placement of desiltation basins but prior to placement of concrete or other non-erosive materials (if applicable);

c. After completion of an erosion control system in accordance with an approved erosion control plan and the requirement of the City Engineer.

B. Notification of Non-Compliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not begin completed in accordance with the approved plans, specifications,

recommendations or requirements of this chapter, the discrepancies shall immediately be reported in writing to the grading contractor, the owner and the City Engineer. Recommendations for corrective measures shall be submitted to the City Engineer for approval and shall be incorporated on to the approved plans upon approval by the City Engineer.

C. Special Inspections. The City Engineer may establish special inspection requirements in accordance with the 2010 edition of the California Building Code, amended, for special cases involving grading or paving related operations. Special cases may apply to work where, in the opinion of the City Engineer, it is necessary to supplement the resources or expertise available for inspection.

D. General. It shall be the responsibility of the civil engineer that prepared the grading plans to incorporate the applicable recommendations for the soil engineering and engineering geology reports into the grading plan. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements, and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor, and the City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, unless waived by the City Engineer, and upon completion of the work, the submission of as-built grading plans incorporating all changes and/or additional made during construction.

Soil engineering and engineering geology reports shall be required as specified in Section 8.21.190(A). During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted for distribution as required.

The soil engineer's area of responsibility shall include, but not limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finished slopes, design of buttress fills where required, and incorporating data supplied by the engineering geologist.

The engineering geologist's area of responsibility shall include, but not limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the needs for subdrains or other ground water drainage devices. The engineering geologist shall report all findings to the soil engineer for engineering analysis.

The City Engineer shall inspect the project at various stages of work requiring approval, and at any more frequent intervals necessary to determine that adequate inspection and testing are being completed by the professional consultants and to insure conformance with the approved plans and specifications.

When preliminary soil engineering reports are not required by the City Engineer, inspection and testing may be required by an approved testing agency. The testing agency's responsibility shall include, but not limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

E. Transfer of Responsibility for Approval. If the civil engineer, the soil engineer, the engineering geologist, the testing agency or the grading contractor of record are changed during the course of the work, the work may be stopped until:

1. The owner submits a letter of notification to the City Engineer verifying the change of the responsible professional; and

2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that he concurs with the findings, conclusions, and recommendations, and is satisfied with the work performed. He must also state that he assumes all responsibility within his purview as of the specified date.

All exceptions to the noted requirements must be justified to the satisfaction of the City Engineer.

Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer and/or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility without the requirement for written notification to the City Engineer.

F. Other Inspections by the City Engineer.

1. Prior to the approval of any building or grading plans and specifications, the City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.

2. The permittee or agent for the permittee shall notify the City Engineer when the grading operations specified are ready for inspection.

3. If the inspector finds the soil or other conditions not as shown on the approved plans or stated in the geotechnical reports or as noted within any additional information which was required for issuance of the grading permit, he may issue a stop work order until approval is obtained for a revised grading plan or modification to any applicable reports which will conform to the actual site conditions.

4. The provisions of Section 115, Stop Orders, of the 2010California Building Code (CBC) shall apply to all grading work, whenever the City Engineer

determines that any work does not comply with the terms of the permit, or this chapter, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any person(s) engaged in doing or causing of such work to be done, and any such person(s) shall immediately stop such work until authorized by the City Engineer to proceed with the work.

5. Prior to issuance of building permits for a graded site, the rough grading shall be completed in accordance with the approved plans and specification, and this chapter, and to the satisfaction of the civil engineer, or architect, engineering geologist, soil engineer, and City Engineer.

6. Whenever any work on which inspection are required, is covered or concealed by additional work without first being inspected, the City Engineer may require, by written notice, that such work be exposed for examination. Any cost for exposing and recovering such noninspected work shall not entail or be subject to expense by the City.

8.21.190 Completion of work.

A. Final Reports. Upon completion of the rough grading work and at the final completion of the work under a grading permit, but prior to the release of grading security or issuance of a certificate of occupancy, the City Engineer will require:

1. An as-built grading plan prepared by the civil engineer which shall include original ground surface elevations, as-graded ground surface elevations, slope inclinations, elevations and locations of all surface and sub-surface drainage facilities location with scaled sections of all buttress/stabilization fill, and location and depth of all areas of unsuitable soil.

2. A written approval by the civil engineer approving the grading as being in conformance with the approved grading plan and which specifically approves the following items as appropriate to the project or stage of grading:

a. Construction of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

b. Staking of property corners for proper building locations (rough grading);

c. Setting of all monuments in accordance with the recorded tract map (rough or final grading);

d. Locations of permanent walls or structures on property corners or property lines where monumentation is not required (final grading);

e. Location and inclination of all manufactured slopes (rough and final grading);

f. Construction of earthen berms and positive building pad drainage (rough and final grading).

3. A soil engineering report (compaction report) prepared by the soil engineer, including type of field testing performed, stability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Each field density test shall be identified, located on a plan or map, the elevation of the test and finish grade elevation shown, and the method of obtaining the in-place density described; either ASTM 1556-78 or the approved equal shall be so noted. The soil engineer shall provide written approval as to the adequacy of the site for the intended use, as effected by soil engineering factors and a statement of compliance to finish grade.

4. A geologic report prepared by the engineering geologist, including a final description of the geology of the site including any new information disclosed during the grading, and the effect of the same on recommendations incorporated in the approved grading plan. He shall provide written approval as to the adequacy of the site for the intended use as effected by geologic factors, a statement of compliance to finish grade, and when required by the City Engineer, shall submit an as-built geologic map.

5. A statement of compliance prepared by the grading contractor that the work was completed in accordance with the approved plans may be required by the City Engineer in certain cases.

B. Notification of Completion. The permittee or agent for the permittee shall notify the City Engineer when the grading operation is ready for inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion control measures, have been completed in accordance with the approved grading plan and the required reports and statements of compliance have been submitted and approved

8.21.200 Penalty for violation.

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof in

a court of law, shall be punishable by fine of not more than five hundred dollars ($500.00) or imprisonment for not more than six months, or by both. Each such person, firm or corporation shall be deemed guilty of a separate offence for every day during any portion of which any violations of any provisions of the chapter, including any physical condition created in violation of this chapter, is permitted, continued, or committed by such person, firm or corporation, and shall be punishable therefor as provided for in this chapter. Any lot, street, alley, road, driveway which is constructed contrary to the provisions of this chapter shall constitute a public nuisance.

SECTION 3 SEVERABILITY:

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 4 EFFECT OF REENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 2011.

_____
Mayor

Ordinance No. XXX
Date Adopted:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00107183

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. XXX
Date Adopted:

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS AND CHAPTER 8.21 GRADING REGULATIONS.

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

SECTION 1 PRIOR ENACTMENTS REPEALED:

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1.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.10, as set forth in Section 2 of this Ordinance

1.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.21, as set forth in Section 2 of this Ordinance

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SECTION 2 REENACTMENT OF CHAPTER 8.10 AND CHAPTER 8.21:

2.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

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8.10.010 Purpose and intent.

The purpose of this chapter is to protect the health, safety and welfare of the public by:

A. Reducing pollutants in storm water discharges to the maximum extent practicable;

B. Regulating illicit connections and discharges to the storm drain system; and

C. Regulating nonstorm water discharges to the storm drain system.

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner pursuant to and

consistent with the Federal Clean Water Act, the state Porter-Cologne Water Quality Control Act and the conditions of any NPDES permit issued to the City.

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8.10.020 Definitions.

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The terms as used in this chapter shall have the following meanings:

"Best Management Practices" (BMPs) mean any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs mean and include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for municipal, industrial/commercial, new development and redevelopment and construction activity and other measures approved by the City Engineer.

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"City" means the City of Moreno Valley.

"City Engineer" means the City Engineer of the City.

"Discharge" means, when used as a verb, to allow pollutants to directly or indirectly enter storm water, or to allow storm water or nonstorm water to directly or indirectly enter the MS4 or receiving waters from an activity or operation. When used as a noun, "discharge" means the pollutants, stormwater and non-storm water that are discharged.

"Discharger" shall mean any person engaged in activities or operations, or owning facilities, which may result in pollutants entering storm water, the MS4 or receiving waters. Dischargers include, but are not limited to, real property owners, occupants, tenants, lessees, contractors, developers, managers and employees.

"Green Infrastructure" shall mean an array of products, technologies, and practices that use natural or engineered systems that mimic natural processes to enhance overall environmental quality. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspirate, and/or recycle stormwater runoff.

"Illicit discharge" shall mean any discharge to the MS4 that is not composed entirely of storm water runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana Regional Water Quality Control Board.

"Illicit connection" shall mean any physical connection to a MS4 which has not been permitted by the City, the Riverside County Flood Control and Water Conservation District or other appropriate public agency.

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"Low Impact Development (LID)" shall mean any ecosystem-based approach to designing a hydrologically functional site that mimics predevelopment conditions.

"Low volume road" shall mean roads with traffic indexes less than or equal to six (6.0).

"MS4—Municipal Separate Storm Sewer System" shall mean any facility within the City limits by which storm water may be conveyed to waters of the United States. MS4 includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structure.

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"Municipal NPDES permit" shall mean an area-wide NPDES permit issued to a government agency or agencies for the discharge of storm water from a MS4.

"Non-storm water discharge" shall mean any discharge to the MS4 that is not entirely composed of storm water.

"National Pollutant Discharge Elimination System (NPDES) permit" shall mean a storm water discharge permit issued by the Santa Ana Regional Water Quality Control Board or the State Water Resources Control Board in compliance with the Clean Water Act.

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"Person" shall mean any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

"Pollutant" shall mean anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal matter, heavy metals, hazardous waste, chemicals, fresh concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

"Premises" shall mean any building, lot, parcel of land, land or portion of land whether improved or unimproved.

"Storm water runoff" shall mean surface runoff and drainage associated with rainstorm events and snow melt.

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8.10.030 Responsibility for administration.

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This chapter shall be administered for the City by the City Engineer. The City Engineer may appoint and authorize one or more members of the City staff to act as

his/her designee[s] to administer or enforce this chapter. In the context of this chapter, the phrase "City Engineer" includes each and all persons designated by the City Engineer to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation

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8.10.040 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act and acts amending or supplementary thereto, applicable implementing regulations and any existing or future municipal NPDES permits and any amendments or revisions thereto or reissuance thereof.

8.10.050 Reduction of pollutants in storm water runoff.

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A. In General. It is a violation of this chapter to throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City. The only exception is where such pollutant is temporarily placed in an appropriate container with a spill containment system for later collection and removal. It is a violation of this chapter to cause or permit any dumpster, solid waste bin or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City.

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B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of the ordinance codified in this chapter and other City ordinances for erosion and sediment control.

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C. New Development and Redevelopment. New development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation. The BMPs may include, but are not limited to the following and may, among other things, require new developments or redevelopments to do any of the following:

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1. Increase permeable areas by leaving highly porous soil and low lying areas undisturbed; by incorporating landscaping, green roofs and open space into the project design, by using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways and by incorporating detention ponds and infiltration pits into the project design;

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2. Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and french drains; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas;

3. Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

4. Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

D. Existing Development. Existing development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.

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8.10.060 Illicit connections or discharges.

It is a violation of this chapter to establish, use, maintain or continue illicit connections to the storm drain system, or to commence or continue any illicit discharges to the storm drain system. This prohibition against illicit connections and discharges is expressly retroactive and applies to connections and discharges made in the past, regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection or discharge.

8.10.070 Non-storm water discharges.

The discharge of non-storm water into the storm drain system is a violation of this chapter except as specified below.

A. The discharge prohibition shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a violation of this chapter when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to separate storm drains, uncontaminated

pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensate, springs, individual residential car washing, flows from riparian habitats and wetlands, swimming pool discharges or flows from fire fighting.

8.10.080 Discharges in violation of permit.

A. Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of an existing or future municipal NPDES permit(s) or any amendment or revision thereto or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement action relating to such discharge

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B. NPDES Permit for Industrial/Commercial and Construction Activity. Any industrial discharger, discharger associated with construction activity or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Santa Ana Regional Water Quality Control Board, shall comply with all requirements of such permit. Such discharges shall specifically comply with the following permits: the industrial storm water general permit, and the dewatering general permit. Proof of compliance with said NPDES general permits may be required in a form acceptable to the City Engineer prior to issuance of any City grading, building, or occupancy permits.

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8.10.090 Permits and approvals.

Compliance with this chapter shall be a condition of every permit, license or approval granted or issued by the City. Failure to comply with the chapter shall be grounds for revocation of any such permit, license or approval.

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8.10.100 City authority to sample, inspect and monitor.

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A. Regulatory Inspections. The City Engineer may inspect the premises of any discharger at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If a discharger refuses to allow entry for inspection, an inspection warrant shall be obtained prior to inspection.

B. Scope of Inspections. Inspections may include all actions necessary to determine whether any illicit discharge/connection exist, whether the BMPs installed and implemented are adequate to comply with the chapter, whether those BMPs are being properly maintained and whether the discharger complies with other requirements of this chapter. This may include sampling, metering, monitoring, visual inspections and records review. Records, reports, analyses or other required information may be inspected and copied, and photographs may be taken for purposes of enforcement of this chapter.

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8.10.110 Establishment of a fee.

The City Council may establish a fee by resolution to recover the cost of inspection, sampling, metering and monitoring by the City Engineer.

8.10.120 Orders by the City Engineer.

The City Engineer is authorized to issue cease and desist orders or stop-work orders to any person who is in violation of this chapter. Failure to comply with a written order of the City Engineer shall be a violation of this chapter and shall be grounds for the imposition of civil penalties described in this chapter.

8.10.130 Notice of violation.

Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

A. The performance of monitoring, analyses and reporting;

B. The elimination of illicit connections or discharges;

C. That violating discharges, practices or operations cease and desist;

D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

E. Payment of a fine to cover administrative and remediation costs; and

F. The implementation or maintenance of source control and treatment control BMPs.

If an abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Chapter 6.04 of this code. A notice issued under this chapter shall identify the provisions of this chapter which have been violated and shall state the recipient has a right to appeal as set forth in Chapter 1.10 of this code.

The notice shall be served upon the recipient as set forth in Chapter 1.10 of this code.

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8.10.140 Violations—Misdemeanors or infractions.

A violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute an infraction. Repeated violations may be prosecuted as misdemeanors at the discretion of the City attorney.

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8.10.150 Penalty for violation.

Upon conviction of a misdemeanor for violating any provision of this chapter, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth by law. Upon conviction of an infraction for violating any provision of this chapter, a person shall be subject to payment of a fine, not to exceed the limits set forth by law

8.10.160 Separate offenses.

A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

8.10.170 Violations deemed a public nuisance.

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The City Council hereby declares that any violation of this chapter is a threat to the public health, safety and welfare, and is therefore a public nuisance which may be summarily abated. The cost of such abatement shall be borne by the owner of the premises and the cost thereof may be imposed as a lien upon the premises, and such lien shall continue in existence until it is paid.

8.10.180 Administrative enforcement powers.

In addition to any other enforcement powers and remedies established by this chapter, an authorized enforcement officer has the authority to issue civil citations and fines for violations of this chapter pursuant to Chapter 1.10 of this code.

8.10.190 Civil actions.

In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:

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A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation; or

D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life

8.10.200 Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of that ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are hereby declared to be severable.

2.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

Chapter 8.21 GRADING REGULATIONS

8.21.010 General.
8.21.020 Permits required.
8.21.030 Hazards.
8.21.040 Definitions.
8.21.050 Grading permit requirements.
8.21.060 Fees.
8.21.070 Grading security.
8.21.080 Cuts.
8.21.090 Fills.
8.21.100 Setbacks.
8.21.110 Drainage and terracing.
8.21.120 Retaining walls.
8.21.130 Expansive soils.
8.21.140 Asphalt paving.
8.21.150 Permeable surface designs
8.21.160 Erosion control.
8.21.170 National Pollutant Discharge Elimination System (NPDES).
8.21.180 Grading inspection.
8.21.190 Completion of work.
8.21.200 Penalty for violation.

8.21.010 General.

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A. Name. This chapter shall be known as the "Grading Regulations."

B. Purpose. The purpose of this chapter is to establish an official set of standards regulating the design and construction of building sites and the development of property by grading; to regulate the alteration of the ground surface to protect and preserve the public health, safety, and general welfare; to minimize differential settlement and the slipping or sliding of earth; to protect adjacent properties from damage caused by blockage or diversion of natural runoff waters; to require engineering analysis of expansive soil conditions, erosion control and drainage; and criteria to provide a basis for the design of footings and floor slabs for structures proposed to be erected on parcels of land whose natural topography has been altered as described herein; to establish the administrative procedure for issuance of permits; and to provide for approval of plans and inspection of grading construction.

C. Intent. It is the intent of this chapter and the erosion control procedures contained within this chapter to establish a guideline enabling the City with the ability to regulate grading operations as well as to protect environmentally sensitive areas and biological and wildlife resources within and surrounding the City of Moreno Valley. The procedures established by this chapter and the conditions of approval implemented with all discretionary approvals and permits are intended to accomplish this protection. However, in the event that City staff encounter situations that are deemed to endanger environmental resources, the City Engineer is authorized to take necessary action to protect the environment pursuant to this chapter and other applicable laws, provided there is no conflict with other City regulations or codes.

"Environmentally sensitive areas" are any lands in a natural condition subject to an open space easement; any natural lake, stream, creek or riparian area; any wildlife habitat area identified in an environmental impact report, initial study or other environmental assessment; or any land determined by the City to be environmentally sensitive with respect to any particular grading activity based on an environmental assessment, initial study, CEQA guidelines or other information in connection with the proposed grading activity.

D. Scope. This chapter sets forth rules and relations to control excavation, grading and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for grading and excavation as contained in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) with deletions, modifications, or amendments to meet local conditions.

E. Powers and Duties of the City Engineer. All references in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) to "Building Official" shall mean the "City Engineer" in this chapter.

8.21.020 Permits required.

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A. Grading Permits. No person shall conduct any grading, clearing, brushing or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the City Engineer.

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Exceptions to this requirement are:

1. An excavation below finish grade for basements and footings of a building, mobile home, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or an unsupported excavation with vertical banks more than two feet high. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the City Engineer, stability considerations warrant such inspection;

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2. An excavation which does not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical;

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3. Cemetery graves;

4. Refuse disposal sites controlled by other regulations;

5. Earthwork construction regulated by federal, state, county, or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; earthwork construction performed by railway companies. This exemption, however, shall apply only when the earthwork takes place on the property, or dedicated rights-of-way or easements of the aforementioned agencies;

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6. Excavation and backfill for installation of underground utilities by public utility companies of companies operating under the authority of a franchise or public property permit;

7. Mining, quarrying, excavating, processing, stock-piling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property, or alter the orientation of natural water courses which may result in adverse changes on adjoining property;

8. Exploratory excavations under the direction of a soil engineer, engineering geologist, archaeologists or paleontologists, provided all excavations are properly

backfilled and compacted or otherwise restored. All excavations and trenches are subject to the applicable sections of the state of California, Division of Safety or Cal-OSHA;

9. A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed fifty (50) cubic yards on any one lot and does not obstruct any drainage course;

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10. A fill less than three feet in depth, not intended to support structures or mobile homes, which does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course;

11. Clearing, brushing, and minor grading for agricultural purposes provided such operations do not affect the lateral support or increase stresses in or pressures on any contiguous property, or alter the orientation of natural water courses which may result in adverse changes on nearby or adjoining property or result in dumping of organic or hazardous waste not regulated by law. This grading includes, but is not limited to, contour grading to provide for orchard planting, minor leveling not exceeding three vertical feet of either excavation or fill for row crops, installation of irrigation systems, and stockpiling of fertilizer or other amendments.

B. Grading Permit, Paving. No person shall construct pavement surfacing in excess of five thousand (5,000) square feet, on natural or existing grade for the purpose of a private road or driveway, commercial, industrial, or multi-residential parking lot or travelway without a valid grading permit unless waived by the City Engineer or a separate improvement plan is approved and signed by the City Engineer. Resurfacing or maintenance of paved surfaces is exempt from this requirement.

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8.21.030 Hazards.

A. Hazardous Conditions.

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage devices are situated on private property in such a manner that they are a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities. The maintenance of any hazardous condition shall constitute a public nuisance.

2. The City Engineer or designee (including City code compliance) may examine, or cause to be examined, every condition reported as hazardous as set forth in subsection (A)(1) of this section.

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3. Upon confirmation of a hazardous condition, the City Engineer or designee (including code compliance) shall provide written notification to the owner or agent in control of property with confirmed hazardous condition requiring mitigation of said hazardous condition and stipulation of an acceptable time frame for compliance.

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4. The owner or agent in control shall comply with any demand for corrective work or repairs as required. In the event that corrective action is not completed within the period as specified in writing, the City may exercise any available legal recourse for correction of said hazardous condition.

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8.21.040 Definitions.

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The words and phrases set out in this section, when used in this chapter, shall, for the purpose of this chapter, have the following respective meanings except where the context clearly indicates a different meaning:

"Approval" means a written engineering or geological opinion by the responsible engineer, geologist of record, or responsible principal of the engineering company, whichever is applicable, concerning the satisfactory progress and completion of the grading work, unless it specifically refers to the City Engineer.

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"Approved plans" means the current grading plans, which bear the City Engineer's signature of approval on the plans.

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"Approved testing agency" means the facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this chapter and is approved by the City Engineer.

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"As-graded" means the surface configuration upon completion of grading.

"Bedrock" means in-place solid rock or sufficient solid in-place soil and rock to be classified by a registered geologist, geotechnical engineer or registered civil engineer, as bedrock.

"Bench" means a relatively level step excavated into stable earth material on which fill is to be placed.

"Borrow" means earth material acquired from an offsite location for use in grading on a site.

"Borrow Site Permit" means a permit that is issued to complete borrow grading operations as defined above.

"California Building Code (CBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the City Council of the City of Moreno Valley.

"Civil engineer" means a professional engineer registered in the State of California authorized to practice in the field of civil engineering. For a complete

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definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Civil engineering" means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Clearing, brushing and grubbing" means the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.

"Compaction" means the densification of a fill by mechanical means.

"Earth material" means any rock, natural soil, or fill and/or any combination thereof.

"Engineering geologist" means a geologist certified in the state of California to practice engineering geology. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Engineering geology" means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Erosion" means the wearing away of the ground surface as a result of the movement of wind, water and/or ice.

"Erosion control system" means a combination of desilting facilities, and erosion protection, including effective planting and the maintenance thereof, to protect adjacent private property, watercourses, public facilities, and receiving waters from the deposition of sediment or dust.

"Excavation" means the mechanical removal of earth material.

"Fault" means a fracture in the earth's crust along which movement has occurred. A fault is considered active if movement has occurred within the last eleven thousand (11,000) years (Holocene geologic time).

"Fill" means the deposit of earth material placed by artificial means.

"Geotechnical engineer" see "soil engineer". For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Geotechnical report" means a report, which contains all appropriate soil engineering, geologic, hydrologic, and seismic information, evaluation, recommendations, and findings.

"Grade" means the vertical elevation of the ground surface.

Grade, Existing. "Existing grade" means the ground surface prior to grading.

Grade, Finish. "Finish grade" means the final grade of the site, which conforms to the approved plans.

Grade, Natural. "Natural grade" means the ground surface unaltered by artificial means.

Grade, Rough. "Rough grade" means the stage at which the grade approximately conforms to the approved plans.

"Grading" means any excavation or filling or combination thereof.

"Grading contractor" means a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.

"Grading permit" means an official document or certificate issued by the City Engineer authorizing grading activity as specified by approved plans and specifications.

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"Hillside site" means a site with a natural slope of ten (10) percent or more as further defined in Section 9.03.040(B) of this code.

"Indeterminate stockpile" means storage of soil for an indeterminate period of time in excess of the time permitted for a temporary stockpile.

Deleted: "International Building Code (IBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the city council of the city of Moreno Valley.

"Key" means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

"Keyway" means an excavated trench into competent earth material beneath the toe of a proposed fill slope.

"Landslide" means the downward and outward movement of soil, rock, fill or a combination thereof.

"Mass grading" means grading that is completed on a large scale over a large area prior to preliminary grading and which when completed is within two vertical feet of the sites final grade elevations.

"Mass grading permit" means a permit that is issued to complete mass grading operations as defined above.

"Massive landslide" means a landslide too large to be stabilized by retaining methods or normal control methods.

"NPDES" stands for National Pollutant Discharge Elimination System.

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"Owner" means any person, agency, firm, or corporation having a legal or equitable interest in a given real property.

"Precise grading permit" means a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations and all on-site improvements.

"Permeable Paving" means a special type of pavement that allows rain to pass through the paved surface into the ground beneath, thereby reducing the runoff from a site.

"Preliminary grading permit" means a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the City Engineer.

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"References" unless indicated otherwise, or as reasonably appears from the context, references in this chapter to the civil engineer, engineering geologist, geotechnical engineer and soils engineer refer to the professional person(s) preparing, signing, stamping or approving the project plans and specifications which comprise the approved grading plan, and which professional person(s) appears of record pursuant to Section 8.21.170(D) of this chapter, or his/her successor appearing pursuant to Section 8.21.170(E) of this chapter.

"Retaining wall" means a wall designed to resist the lateral displacement of soil or other materials.

"Rough Grading Permit" means a permit that is issued to complete rough grading operations as defined in this section.

"Site" means any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

"Slope" means any inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance or as a percentage ratio of the vertical distance divided by the horizontal distance times one hundred (100).

"Slope stability—Gross stability" means the factor of safety against failure of the slope material below the surface approximately three to four feet deep measured from and perpendicular to the slope face.

"Slope stability—Surficial stability" means the factor of safety against failure of the outer three to four feet of slope material measured from and perpendicular to the slope face.

"Soil" means naturally occurring surficial deposits overlaying bedrock.

"Soil engineer (geotechnical engineer)" means a civil engineer registered in the State of California experienced and knowledgeable in the area of soil mechanics. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Soil engineering (geotechnical engineering)" is the investigation and engineering evaluation of earth materials including soil, rock, groundwater and man-made materials and their interaction with earth retention systems, structural foundations and other civil engineering works. The practice involves application of the principles of soil mechanics and the earth sciences and requires a knowledge of engineering laws, formulas, construction techniques and performance evaluation of civil engineering works influenced by earth materials.

"Sulfate (SO_4)" means a chemical compound occurring in soil or water, which in concentration, has a corrosive effect on ordinary portland cement concrete and some materials.

"Temporary stockpile" means the temporary storage of earth material greater than fifty (50) cubic yards for a period not to exceed the term of the grading permit issued for the project associated with the stockpile.

"Terrace" means a relatively level step constructed into the face of a graded sloped surface for drainage and maintenance purposes.

"WDID# means Waste Discharge Identification number.

8.21.050 Grading permit requirements.

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A. Application for Permit.

1. The application for a grading permit shall be made on a form as provided by the City Engineer. All required discretionary approvals under the zoning ordinance and municipal code must be obtained prior to issuance of a grading permit.

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2. No grading permit for a development project subject to approval by the planning commission, city council or administrative approval process shall be issued until

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such commission, council or administrative process has approved the grading concept as part of the discretionary approval process. Any application for a grading permit which effects environmentally sensitive areas shall contain information showing that the proposed grading will be accomplished without significant harm to the environment or appropriate environmental mitigation measures that have been identified within an environmental impact report for the proposed site have been complied with.

B. Responsibility of Land Owners.

1. It is unlawful for any persons owning, leasing, occupying or having charge of any real property in the City to stockpile, deposit, or allow the placement, construction or deposition of earth material on any real property in excess of fifty (50) cubic yards without first obtaining a grading permit as hereinafter described (unless exempt as noted in Section 8.21.020 exceptions. Processing of said earth material must result in a relative compaction of at least ninety (90) percent of the maximum density compaction of the surrounding material, unless otherwise provided for as part of an approved grading plan.

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2. Clearing, brushing and grubbing of vegetation done in preparation of land development shall not be undertaken until all discretionary approvals for the land development project have been issued and a grading permit for the project has been obtained. For the purposes of this section, land development shall be defined as any use of real property for which discretionary approval is required as further defined in the this code.

3. A grading permit issued by the City Engineer is required prior to any grading or clearing and grubbing operations on:

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a. Previously undisturbed land; or

b. Land covered by native vegetation; or

c. Land which has not been used for agricultural purposes for three years immediately prior to the initiation of a grading operation for the purpose of conducting agricultural activities.

A grading permit may be issued by the City Engineer, prior to discretionary approval, if the City Engineer, in cooperation with the planning official, determines that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause the elimination of any significant wildlife habitat for riparian area.

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4. This section shall not regulate routine landscape maintenance, the removal of dead or diseased trees or shrubs or the removal of vegetation upon the order of the fire marshal for the elimination of a potential fire hazard.

C. Types of Grading Permits.

1. Either a mass grading permit, borrow site permit, rough grading permit, preliminary grading permit, precise grading permit or a stockpile permit all as defined in Section 8.21.040 of this chapter may be issued for grading work upon completion of a proper application and approval by the City Engineer.

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2. Building permits may be issued for a site graded under an approved grading plan and valid grading permit upon completion and approval of rough grade and geotechnical inspection as specified in Section 8.21.170 of this chapter. Building permits for construction of model homes may be issued for the model home sites only, prior to completion of rough grading for the site, provided that rough grading has been completed and approved as noted for the model home sites.

3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading plan has been approved and a permit has been issued and the provisions as noted above have been satisfied.

D. Stockpile Permits.

1. A temporary stockpile permit is subject to conditions which may include, but not limited to, the following items: a stockpile plan prepared by a registered civil engineer, an erosion control plan prepared by a registered civil engineer, fencing, hydroseeding or other maintenance requirements. Other conditions may be established, even after the permit has been issued, in the interest of public health, safety or welfare, and shall be as determined by the City Engineer.

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2. An indeterminate stockpile permit may be issued for soil that is to be used for the future development of the stockpile site where there is no current project, or for storage of soil for current or future sale, or for some other purpose as stated by the property owner. Requests for indeterminate stockpile permits will be reviewed on a case-by-case basis. Such requests may be considered to be the establishment of a business and may require review by other City department or divisions and shall be subject to all of the conditions of approval for such projects. An indeterminate stockpile permit is subject to all of the same requirements as a temporary stockpile permit.

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E. Grading Permit Application. A grading permit application shall consist of the following items and forms completed and signed by the applicant or his/her representative, unless otherwise specified by the City Engineer:

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1. Application form;

2. Four sets of grading plans;

3. Two copies of a preliminary soils report (see subsection (M)(1) of this section);

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4. Two copies of a preliminary geology report if applicable (see subsection (M)(2) of this section);

5. Two sets of erosion control plans;

6. Payment of the grading plan check and inspection fees.

The City Engineer will inspect the project site as necessary and determine whether additional reports or other data are required prior to issuance of a grading permit. The City Engineer will notify the applicant of his determination.

F. Grading Plan Clearances. The City Engineer shall notify the applicant when clearance is required for the project from other departments or divisions within the City as well as clearance required from other agencies. All required clearances from other departments, divisions or outside agencies shall be the responsibility of and obtained by the applicant prior to issuance of the grading permit. The City Engineer will not notify the applicant for South Coast Air Quality District (SCAQMD) required clearances and permits.

G. Data to Accompany Application.

1. A grading plan, approved and signed by a California registered civil engineer, soils engineer and engineering geologist shall accompany each application for a grading permit, unless waived by the City Engineer. The grading plans shall be prepared on twenty-four (24) inch by thirty-six (36) inch Mylar film with a standard City title block, and shall be drawn in ink. The plans shall show the original and designed finish contours, spot elevations, building pads, public improvements, slope ratios, proposed drainage facilities, protective fencing, retaining walls and any structures or buildings on adjacent properties within fifteen (15) feet of the common property lines.

2. Unless waived by the City Engineer, each application for a grading permit shall be accompanied by supporting data consisting of a soils engineering report, engineering geology report, and the grading plans and specifications. All such plans shall be drawn to engineering scales as approved by the City Engineer. The title sheet of the plan set shall contain the names, addresses and phone numbers of the site owner, the civil engineer responsible for the plans preparation, the project soil engineer and engineering geologist, including registration numbers. The title sheet shall also contain a locality sketch of the project site.

3. A statement of quantities shall be furnished, giving the estimated cubic yards of excavation, embankment, fill, and shrinkage or swell factor. Also, types of ditches and down drains, lineal feet and sizes of various types of pipe, the amount of rock to be used for rip-rap or slope protection, the lineal feet of fencing and any other pertinent information useful in determining the extent of the proposed work.

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4. The grading plans shall show scaled sections of all stabilization fills, buttress fills, keyways and benching for fill placement.

H. Grading Plan Check. All grading plans submitted to the City will be checked for conformance with the provisions of this chapter, conditions of approval, the City of Moreno Valley Municipal Code, applicable specific plans, other City ordinances, rules and regulations, all applicable Federal and State requirements, 2010 California Code of Regulations Title 24, Chapter 11 accessibility requirements, City technical requirements and plan requirements, and any other applicable requirements for the development.

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I. Mass Grading Plans, Rough Grading Plans, Stockpile Plans, Borrow Site Plans and Preliminary Grading Plans. The plans shall include, but not limited to, the following information.

1. Vicinity map of the site;

2. Property limits clearly labeled or otherwise identified, accurate contours of existing ground and details of terrain, and area of drainage a minimum of fifteen (15) feet beyond the property limits (spot elevations may be used on flatland sites);

3. Prominent existing or natural terrain features;

4. Limiting dimensions, elevations of finish contours to be achieved by the grading, proposed drainage devices, and related construction;

5. Details (plan and section) of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as part of the proposed work, together with a map showing the drainage area and estimated runoff from the area served by the drains;

6. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings of structures on land of adjacent owners which may be affected by the proposed grading operations;

7. If the grading project includes the movement of earth material to or from the site in an amount considered substantial by the City engineer, the permittee shall submit a haul route for review and approval by the public works department, land development division. The City Engineer may prescribe as a condition of the grading permit and submitted haul route, alternate routes or special requirement in consideration on the possible impact on the adjacent community environment or effect on the public right-of-way itself;

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8. Additional plans, drawings, calculations, environmental impact information, or other reports and information required by the City Engineer.

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J. Precise Grading Plans. The plans shall include of the information required in subsection I of this section plus the footprint or allowable building area of all proposed structures (including appurtenances), setback distances between structures and top or toe of slopes, setback distances between structures and property lines, detailed finish grade and finish floor elevations, flow lines for lot drainage including spot elevations for the drainage swales, details for building footings and sideyard swale relationship (including extra height of or deepened footings), and all proposed PCC flatwork and PCC/AC driveways.

K. Grading Plan Correction Sheet. A grading plan standards and correction sheet which is used as the basis for plan checking, is available from the Public Works Department, Land Development Division which identifies the items typically required on grading plans depending on site conditions.

L. Geotechnical Reports. A soil engineering and engineering geology report shall be required for all grading projects unless otherwise waived by the City Engineer. The reports shall include information useful to the site and any additional information required by the City Engineer. Recommendations included in the reports and approved by the City Engineer, shall be incorporated into the grading plans and specifications. The Building Official may require a soil report of additional information related to the building structure in accordance with the California Code of Regulations Title 24 (IBC).

M. Geotechnical Report Standards. Two copies of each geotechnical report required in subsection L of this section, shall be submitted as part of the application for a grading permit. Each report shall contain information applicable to the project as shall be prepared in accordance with generally accepted geotechnical engineering practice. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

1. Preliminary Soil Report. Soil engineering reports shall be required for all residential subdivisions, commercial or industrial development projects, multi- residential projects, and similar developments for which a grading permit is required. Soil reports shall also be required for grading or building permits on single lot projects when specified by the City Engineer or Building Official. The preliminary (initial) soil engineering report shall include information and data regarding the nature, distribution, and physical and chemical properties of existing soils, conclusions as to the adequacy of the site for the proposed grading, recommendations for general and corrective grading procedures, foundation and pavement design criteria, and shall provide other recommendations, as necessary, for the project grading and development.

2. Preliminary Engineering Geology Report. Engineering geologic reports shall be required for all developments on hillside sites where geologic conditions are considered to have a substantial effect on existing and/or future site stability. This requirement may be extended to other sites as required by the City Engineer. The preliminary (initial) engineering geology report shall include a comprehensive description of the site topography and geology including, where necessary, a geologic

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map; and opinion as to the adequacy of the proposed development from an engineering geologic standpoint; and opinion as to the extent that known or as reasonably should be known instability on adjacent properties may adversely effect the project; a description of the field investigation and findings; conclusions regarding the effect of geologic conditions on the proposed project; and specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development; and shall provide other recommendations as necessary for the project grading and development. The preliminary engineering geology report may be combined with the soil engineering report.

3. Seismicity Report. A seismicity report as determined by the City Engineer, may be required as a condition for issuance of a grading permit and/or building permit for all residential subdivisions, and for commercial or industrial developments, and shall be required as a condition of development for all essential facilities (as defined in the California Building Code) or as determined by the City Engineer, Building Official or Planning Official. Additionally, sites containing earthquake-sensitive earth materials and/or sites that are located on or near potentially active or active faults are required to submit a seismicity report as a condition for issuance of a grading permit. The report shall be prepared by an engineering geologist, geophysicist, or a civil engineer with expertise in earthquake technology and its application to buildings or other civil engineering works. The scope of the report shall be commensurate with the proposed development and shall reflect the latest available and accepted technological recommendations related to seismicity. The seismicity report may be combined with the soil and engineering geology reports.

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N. Import and Export of Earth Material. Where an excess of five thousand (5,000) cubic yards of earth material for a project site is moved on public roadways to or from the project site as part of the grading operations, all of the following requirements shall apply:

1. Either water of dust preventative spray material (or both) shall be consistently applied for prevention of dust resulting from the loading or transportation of earth to or from the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way, used for transporting materials, in a condition free of dust, earth, or debris attributed to the grading operations.

2. Loading and transporting of earth materials to or from the site must be accomplished within the limitations established in subsection O of this section.

3. Access roads to the site shall be only at points designated on the approved grading plans.

4. At a minimum, the first fifty (50) feet of access road adjacent to the intersection with the public roadway shall have a grade not to exceed five percent. There must be a three hundred (300) foot clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the five percent grade or three

hundred (300) foot sight distance requirements can not be obtained due to site constraints, then flagman shall be posted at the access road and shall remain for the entire duration of material transportation operations.

5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the exit of the access road to the public roadway.

6. Advanced warning signs along with traffic control and safety devices shall be reviewed and approved by the City Engineer and shall be posted on the public roadway in the vicinity of the access intersection as required by the current State of California Department of Transportation "Manual of Traffic Control—Warning Signs, Lights and Devices for use in Performance of Work Upon Highways." The size, shape, color, number, spacing, and other details of all such signs and devices shall conform to the standards contained therein and in the current State of California Department of Transportation "Traffic Manual." The advanced warning signs and other devices shall be covered or removed when the access intersection is not in use.

O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays and from 8:00 a.m. to 4:00 p.m. on weekends and holidays. The City Engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of operations may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

P. Responsibility of Permittee. It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this chapter, and as contained on the approved grading plans and in the approved geotechnical report(s). It shall also be the responsibility of the permittee to be knowledgeable with the obvious and accessible location on the site, and with a copy of the grading plans bearing the stamp or signature of approval by the City Engineer. The applicant will be responsible for obtaining all clearances and permits, if any, directly from the South Coast Air Quality Management District (SCAQMD) prior to beginning grading.

Q. Haul Routes. Where excavation of embankment material is imported or exported from one grading site to another, over public streets, whether or not either site is otherwise subject to grading permit requirements, the City Engineer may specify the route to be used in transportation of the materials on public streets.

Deviation from the designated haul route shall constitute a violation of the condition of the permit issued under this chapter. When the City Engineer does specify a route, he shall do so in writing on the permit document, and shall immediately notify the Traffic Division of the Public Works department as well as the traffic division of the City police department, that said haul route has been specified and approved.

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The City Engineer may further specify load limits where, in his opinion, the standard load capacity of vehicles used in such hauling would cause excessive damage to streets on the designated route. Any grading or hauling contractor or project site owner/permittee, moving earth materials in violation of the chapter, shall be financially responsible for any damage to the public streets caused by the hauling vehicles, and shall pay to the City of Moreno Valley the cost, as determined by the City Engineer, of repairing such damage, or shall repair the damage in question to the satisfaction of the City Engineer.

At least twenty-four (24) hours before hauling is to commence, the applicant shall be required to notify the City of Moreno Valley Public Works Department, Traffic Division, and Land Development Division as well as the City Police Department, Traffic Division. The permit may specify other necessary conditions or restrictions, where the use of public streets would disrupt the normal traffic activities or cause a public inconvenience.

R. Debris on Public Streets. Vehicle Code Section 23112(b) forbids the placing, dumping or depositing of dirt and rocks on public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the provisions of this chapter, shall refrain from depositing dirt or debris on public streets by any means, including but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The City Engineer may require a cash deposit to insure the clean-up of public streets.

S. Clean-Up. The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials, including but not limited to, earth, mud, rock or other materials, on any public streets shall be responsible for the complete removal of such materials if spilled, dumped or deposited on a public street within twenty-four (24) hours of noted spill, dumping or deposition. If the permittee fails to remove such spillage, dumping or deposited material within the noted time frame, and it is necessary for the City to complete the removal, the permittee and/or property owner from where the material was removed from or deposited to, shall be liable to pay the City the full cost of such removal work. A cash deposit may be required to insure cleanup of public streets.

T. Dust Control. The contractor or permittee conducting any earth-moving or grading operation under this chapter shall be responsible for controlling dust at all times. The owner, contractor and permittee shall be responsible for implementing any and all Best Management Practices (BMPs) for all grading and earth-moving operations in accordance with the National Pollutant Discharge Elimination System (NPDES) and as required by South Coast Air Quality Management District (SCAQMD).

U. Protection of Adjoining Property. Each adjacent owner is entitled to the lateral and subjacent support which his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

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1. Any owner of land or his lessee intending to permit or to make an excavation greater than ten (10) feet in depth within fifty (50) feet of his property line(s) shall give reasonable notice to the owner or owners of land abutting the property line(s) affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin.

2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken so that the soil of adjoining properties will not cave in or settle without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to of greater depth than are the walls or foundation of an adjoining building or other structure, and the distance from the edge of the excavation to an adjoining building or other structure is less than the depth of the excavation, then the permittee or person completing the excavation must take any and all necessary steps to protect the adjacent building or other structure from possible damage resulting from the excavation or the permittee or person completing the excavation must notify the owner of the adjoining building or other structure and allow at least ten (10) days, if so desired, in which to take measures to protect the same from any damage, or to brace or extend the foundations of the noted building or other structure from possible damage from the excavation.

V. Issuance, Expiration and Renewal.

1. Every grading permit issued shall be valid for a period of one hundred eighty (180) days from the date of issuance.

2. Every permit shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

3. The time limitations for all grading permits issued by the City are also subject to the following provisions:

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a. A permit issued in accordance with these requirements shall expire upon a change of ownership, if the grading work thereon, for which said permit was issued has not been completed, and a new permit shall be required for the completion of the work. If the time limitations as noted above are not applicable, and if no changes have been made to the plans and specifications last submitted to the City Engineer, no charge shall be made for the issuance of a new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the City Engineer, fees based on the valuation of the additional or new work, additional yardage and necessary plan checking shall be charged to the permit applicant.

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b. The City Engineer may extend the one hundred eighty (180) day expiration time limit on permits not to exceed three successive periods for one hundred eighty (180) days each, upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

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4. The City Engineer may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued.

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5. If the permittee presents satisfactory reasons for failure to begin or complete the work within the periods specified above, the City Engineer, upon written request, may grant an extension of time reasonably necessary or as specified in subsection (V)(3)(b) of this section for an additional three hundred sixty-five (365) days without additional fees, provided that:

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a. No changes have been made in the original plans and specifications for such work.

b. Suspension of abandonment has not exceeded one hundred eighty (180) days.

c. A re-endorsement of the compliance of the plans with the current and applicable regulations has been obtained by the permittee from the Land Development Division.

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Such requests for extensions must be submitted no later than the thirtieth day following the date on which said permit would otherwise expire.

6. If the permittee is unable to complete the work by the end of a two calendar year period (initial one hundred eighty (180) days plus one and one-half year extension) or fails to request an extension within the time provided in subsection (V)(5) of this section, the City Engineer, upon written request and justification, may renew the grading permit for a fee of one-half the amount required for the original permit for such work, provided no changes have been made to the original plans and specifications for such work.

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W. Denial of Permit. The City Engineer shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in debris being deposited on any public street or public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the City Engineer that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices, or by other means, the City Engineer may issue a permit with the condition that such work be performed. If, in the opinion of the City Engineer, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or

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sufficiently reduce the hazard to human life or property, the grading permit and any proposed building permits for habitable structures shall be denied.

The City Engineer may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The City Engineer may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated in accordance with the requirements of the California Environmental Quality Act (CEQA), deny the issuance of a grading permit.

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The City Engineer shall require plans and specifications to be modified in order to make them consistent with the City of Moreno Valley general plan, specific plans, municipal code requirements, or other rules, regulations, or conditions of approval applicable to the project. The City Engineer may deny the grading permit if the proposed project cannot be designed in accordance with this chapter, applicable rules, regulations, or conditions.

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8.21.060 Fees.

A. Plan-Checking Fees. Before accepting a set of plans and specifications for checking, the City Engineer shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures. The amount of plan-checking fee for grading plans is set forth by City Council resolution.

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The plan-checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the required fee for the entire project.

B. Review of Geotechnical Reports Fee. The fees paid in accordance with subsection A of this section (plan-checking fee) includes all necessary fees for review of all geotechnical report(s) for the project and no additional or separate fee will be charged for said review.

C. Grading Permit Fees. A fee for each grading permit shall be paid to the City Engineer for issuance of said permit. The fee for grading permit issuance is set forth by City Council resolution. The fee for a grading permit authorizing additional work to that under a valid grading permit shall be the difference between the fee paid for the original permit and the required fee for the entire project.

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8.21.070 Grading security.

The City Engineer may require bonds or other approved security in such form and amounts as may be deemed necessary to assure that the work for a valid grading permit is completed in accordance with the approved plans and specifications or to insure that the work, if not completed in accordance with the approved plans and specifications, will be

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corrected to eliminate any potentially hazardous condition without additional cost or obligation to the City. One form of security will be required to cover all grading and drainage facilities. Separate securities may be required for slope planting, landscaping, irrigation and erosion control.

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8.21.080 Cuts.

Cut slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

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Slope stability analysis shall be included in all soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height regardless of the slope ratio. The soil engineer shall consider both gross and surficial stability of the slope and provide a written statement approving the slope stability.

8.21.090 Fills.

A. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical (2:1), or where the base (toe) of the fill slope would be within twelve (12) feet horizontally of the top of a cut slope, unless evidence is submitted by the soil engineer and/or engineering geologist which indicates that the stability of the slope is adequate and the proposed slope is approved by the City Engineer.

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B. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation; noncomplying fill; topsoil and other unsuitable materials; and by scarifying to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than five horizontal to one vertical (5:1), the ground shall be prepared by benching into sound bedrock, or other competent or formational material, as determined by the soil engineer and approved by the City Engineer. The lowermost bench beneath the toe of a fill slope shall be a minimum of ten (10) feet in width. The ground surface below the toe of fill shall be prepared for sheet flow runoff, or an appropriate drainage system shall be provided.

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Where fill is to be placed over a cut slope, the bench under the toe of the fill shall be at least fifteen (15) feet wide and shall meet the approval of the soil engineer and/or engineering geologist as suitable foundation for the fill. Unsuitable soil is soil which is not dense, firm, or unyielding; is highly fractured; or has a high organic content; and in the opinion of the City Engineer, civil engineer of record, soil engineer, or engineering geologist is not competent to support other soil or fill, to support structures, or to satisfactorily perform the other functions for which the soil is intended.

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C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as outlined below, no rock or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

The City Engineer may permit placement of larger rock in fill when the soil engineer properly devises a method of placement, continuously inspects placement, and approved the fill stability and competency. The following conditions shall also apply:

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1. Prior to issuance of a grading permit, potential rock disposal area(s) shall be identified on the grading plan.

2. Rock sizes greater than eighteen (18) inches shall be placed a minimum of six feet below grade, measured vertically and/or ten (10) feet measured horizontally from any slope face.

3. Rocks sizes greater than twelve (12) inches shall be placed so as to be completely surrounded by soil; no nesting of rocks will be permitted.

D. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of the maximum density as determined by ASTM D1557. Field density tests shall be performed in accordance with ASTM D1556, or equivalent, as approved by the City Engineer. At least twenty-five (25) percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be uniformly distributed within the fill area and/or fill slope surface area in order to obtain representative results.

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Locations of the field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

Testing in areas of a critical nature or special emphasis shall be in addition to a network of representative sampling.

E. Exceptions:

1. Fills excepted in Section 8.21.020 of this chapter if the City Engineer determines that compaction is not a necessary safety measure to aid in preventing saturation, settlement, slippage or erosion.

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2. Where lower density and very high potential expansion characteristics exist, (as defined in the California Building Code), lesser compaction requirements may be approved by the City Engineer upon justification and recommendation by the soil engineer.

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Sufficient maximum density determinations by test method ASTM D1557 shall be performed during the grading operations to verify that the maximum density curves used are representative of the material placed throughout the fill.

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F. Fill Slopes. Fill slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

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All fill slopes shall be overfilled to a distance from finish slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finished grade to expose the compacted core. Alternate methods for fill slope compaction may be used by the grading contractor subject to approval by the soil engineer and City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil.

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A slope stability analysis shall be included in soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height, regardless of the slope ratio. The soil engineer shall consider both the gross and surficial stability of the slope and provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternate methods of construction or compaction requirements necessary for surficial stability.

At least twenty (20) percent of the field density tests performed during grading shall be located within three feet of the final slope location, and at least one density test shall be taken in the outer twelve (12) inches of the finished slope face for every five thousand (5,000) square feet of slope area.

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G. Buttress/Stabilization Fills. Recommendations for buttress/stabilization fills by the soil engineer shall be included in the soil report setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudo static conditions, (analysis of pseudo static loads are not normally needed when the bedding planes are flatter than twelve (12) degrees from horizontal), laboratory test data upon which the calculations are based, a copy of the approved grading plan showing the location of the buttress/stabilization fill, a scaled section of the buttress/stabilization fill, and recommendations with details of subdrain requirements.

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H. Utility Line Backfill. Backfill for on-site utility line trenches, including but not limited to, water, sewer, gas, electrical, telephone and cable television services which effect the stability of foundations or other structures, or which are in sloping surfaces steeper than ten horizontal to one vertical (10:1), and which utilize onsite material as backfill, shall be compacted and tested in accordance with subsection D of this section. Alternate materials and methods for utility line trench backfill may be used provided that the material specification and method of placement are recommended by the soil engineer and approved by the City Engineer prior to backfilling.

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Utility line trench backfill for on-site areas other than those stated above need no specific placement method or compaction criteria, but shall be sufficiently compacted to

preclude detrimental settlement. In no case shall this be construed to mean utility line trench backfill within any public rights-of-way.

The final utility line trench backfill report from the project soil engineer shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use and that all tested areas meet the compaction requirements in accordance with subsection D of this section.

8.21.100 Setbacks.

A. General. The setbacks and other restrictions specified by this section are minimum and may be increased by the City Engineer or by the recommendation of the civil engineer of record, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. Where zoning requirements exceed the minimum herein, the zoning setbacks shall govern.

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B. Setbacks From Property Lines. The tops and toes of slopes shall be setback from the outer boundaries of the permit area, including slope right areas and easements, in accordance with Figures A and B. Lot lines shall be located at the top of slopes whenever possible.

C. Design Standards for Setbacks. Setbacks between graded slopes (cut or fill) and structures shall be provided in accordance with Figures A and B. A usable side yard of at least five feet from any building wall shall be provided to the top or toe of a slope unless waived by the City Engineer.

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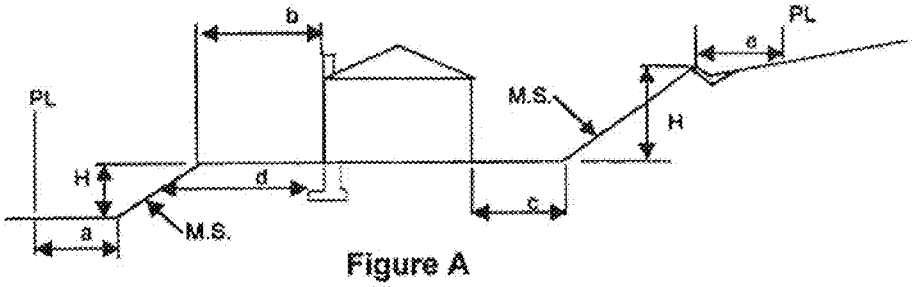

Figure A

Table A Minimum Setback from Adjacent Slope

H (hgt-ft)	a	b	c	d	e
0<6	3′	5′	3′	5′	3′
6 to 14	5′	5′	H/2	H/2 (5′Min)	3′
14 to 30	5′	H/2 (10′ Max)	H/2	H/2 (10′ max)	6′
30+	5′	10′ Max	15′ Max	10′ Max	6′

NOTES:

1 PL means property line and/or permit boundary. M.S. means manufactured surface.

2 Setbacks shall also comply with applicable zoning regulations.

3 Table A applies to manufactured slopes and 2:1 or steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.

4 "b" may be reduced to 5′ minimum if an approved drainage device is used; roof gutters and downspouts may also be required.

5 "b" may be reduced to less than 5′ if no drainage is carried on this side and if roof gutters are included; "d" may not be reduced.

6 If the slope between "a" and "b" is replaced by a retaining wall, "a" may be reduced to zero and "b" shall remain as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.

7 "b" is measured from the face of the structure to the top of the slope.

8 "d" is measured from the lower outside edge of the footing along a horizontal line to the face of the slope. Under special circumstances, "d" may be reduced as recommended in the soil report and approved by the Building Official

Figure B

Minimum Setback

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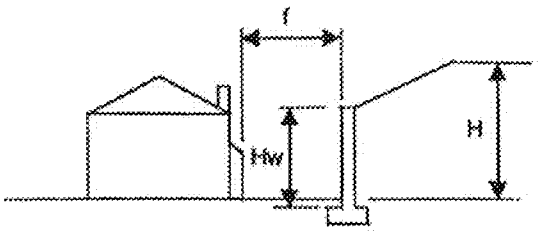

Figure B

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
0 to 6	3' Max	3' Min
6 to 8	4'	4'
8 to 10	5'	5'
10 to 12	6' Max	6'
12 to 30	6' Max	H/2
30+	6' Max	15' Max

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NOTES:

1 The use of retaining walls to reduce setbacks must be approved by the City Engineer.

2 "f" may be reduced to zero (0) feet if the Building Official approves a combination structure/retaining wall after submittal and review of structural calculations from the project structural engineer and after the City Engineer approved the necessary drainage devices.

3 "Hw" is the height of the retaining wall measured from the top of the footing to the top of the wall.

8.21.110 Drainage and terracing.

A. General. Unless otherwise noted on the approved grading plan, drainage facilities and terracing of graded slopes shall conform to this section, to the currently adopted City design standards, this code and to Riverside County Flood Control and Water Conservation District's master drainage plans for the City, except where otherwise specified.

B. Terraces. Terraces at least eight feet in width shall be established at not more than thirty (30) foot vertical intervals on all cut or fill graded slopes in order to control surface drainage and debris. Where only one terrace is required, it shall be at the mid-height of the slope. Terrace widths and spacing for cut and fill slopes greater than one hundred and twenty (120) feet in height shall be designed by the project civil engineer based upon recommendations of the project soil engineer and approved by the City Engineer. Suitable access shall be provided to all terraces to permit proper cleaning and maintenance.

Terrace drains shall have a minimum gradient of two percent unless waived by the City Engineer. Terrace drains shall have a minimum depth at the deepest point of no less than one foot and a minimum paved width of at least three feet and shall be designed to accommodate all runoff created by the cut or fill slope as well as any tributary runoff which enters the terrace drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

D. Storm Water Discharge. All drainage facilities shall be designed to carry storm water runoff to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction, as an acceptable and safe location to deposit such runoff. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the City Engineer.

E. Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the City Engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the City Engineer.

F. Storm water Runoff. Storm water runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

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1. Whenever practicable, each lot shall be graded so that storm water will drain from the backyard through the sideyard and front yard directly to the abutting street or toward approved drainage facilities at a gradient of not less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

2. When the above is not feasible, as determined by the City Engineer, storm water shall be collected along the top of slopes or at the rear of graded lots by means of paved gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of eighteen (18) inches deep.

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3. Where slopes are terraced at thirty (30) foot intervals, drainage shall be provided in paved ditches a minimum of thirty-six (36) inches wide and twelve (12) inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the City Engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to grantee the improvement, is posted with the City.

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4. Down drains, interceptor drains and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by the project engineer and approved by the City Engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe (RCP), plastic pipe (PVC) or other pipe material as approved by the City Engineer. Anchor lugs or collars may be required by the City Engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the City Engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

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5. The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters or other materials as approved by the City Engineer.

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G. Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the

maintenance of the drainage-ways on the owner of record of each respective lot. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the permittee. Such easements shall be subject to the approval of the City Engineer and City attorney and recorded prior to the issuance of the grading permit.

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8.21.120 Retaining walls.

Retaining walls shall be constructed of reinforced concrete, reinforced masonry block, reinforced concrete block and geosynthetic fabric, or a combination of the aforementioned materials. Retaining walls shall be designed to resist all earth pressures acting upon them including embankment or structure/vehicle surcharge loads. All retaining walls shall be designed by a registered civil or structural engineer and submitted to the building division, including appropriate structural calculations, for review and approval prior to installation. All retaining walls that are to be constructed in connection with a grading plan shall be shown on the grading plan. Sufficient top of wall (TW) and top of footing (TF) elevations shall be shown on the grading plans to determine the overall height of the retaining wall at various locations.

8.21.130 Expansive soils.

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A. Expansive soil is any soil with an expansion index greater than twenty (20), as determined by the expansion index tests (2010 California Building Code, Section 1803,

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B. Whenever expansive soils are encountered within four feet of the finish grade of any area intended or designed as a location for a building then the following shall be observed:

1. The permittee shall remove such expansive soil to a minimum depth of four feet below finish grade within the building footprint area. Nonexpansive, properly compacted soil shall then be installed in the area where the expansive soil was removed; or

2. In the event that sufficient non-expansive material is not readily available on site, the permittee may at his option import nonexpansive material to be used as fill or the soil engineer may waive or reduce the requirement for removal and replacement of the expansive soils reported on the project. The soil engineer shall, however, make recommendations for the design of footings, foundations, slabs, and other load bearing features, or other special procedures which will alleviate any potential problem created by the remaining expansive soils; or

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3. Based on recommendations for the soil engineer, expansive soil from cut areas may be placed in the lower extremities of embankments, and nonexpansive

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materials shall be reserved and stockpiled so that they may be placed as a cap over expansive soil. Whenever expansive soil is placed closer than four feet of finish grade, the soil engineer shall so indicate and make corrective recommendations as noted above.

8.21.140 Asphalt paving.

A. Requirements. For the purpose of this section, asphalt concrete (A.C.), aggregate base material (A.B.), prime coat, tack coat, and seal coat shall all meet the current material specification standards of the City of Moreno Valley for public road construction and/or the approval of the City Engineer.

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B. Subgrade Compaction. Compaction of subgrade materials shall be in accordance with the requirements of Section 8.21.090(D) of this chapter.

C. Soil Sterilization. Unless otherwise approved by the City Engineer, subgrade earth materials shall be sterilized to preclude plant growth.

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D. Pavement Structural Section. The project soil engineer, architect, or design civil engineer shall determine the pavement structural section(s) for parking lots, service roads, private streets and dedicated streets on new private development projects. The structural section shall be based on:

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1. Soils tests of the subgrade soil(s) performed in accordance with the latest revision of test method number California 302 and anticipated traffic and/or loading conditions.

2. The design shall be determined by R-value testing in accordance with CalTrans design method with recommended safety factors. The minimum design structural section(s) for dedicated streets shall be as noted in the current edition of the City of Moreno Valley standard plans.

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E. Alternative Design Method for New Parking Lots/Service Roads and Private Streets. In lieu of the recommended structural section from the soil engineer or civil engineer based on testing as noted above, the following standards may be used for new private parking lots/service roads and private streets:

Industrial and Commercial Developments	**Min. Structural Section**
Parking area less driveways and perimeter drives	.25' AC / .33' AB
Driveways and perimeter drives for industrial developments	.25' AC / .83' AB
Driveways and perimeter drives for commercial developments	.25' AC / .67' AB

High Density Residential	
Parking areas and access lanes	.25' AC / .33' AB
Drives and areas subject to heavy truck use	.25' AC / .67' AB
Private Streets	
Structural roadway section for private streets	.30' AC / .50' AB

AC means asphalt concrete pavement.

AB means Class II aggregate base material.

E. Exceptions. The provisions of this section shall not apply to private asphalt concrete driveway(s) providing access to not more than two single-family residences, proposed in conjunction with a project subject to a grading permit or to commercial, industrial or high-density residential developments where all pavements areas are constructed of Portland cement concrete (PCC) pavement.

8.21.150 Permeable surface designs

A. Permeable surface designs include, but is not limited to pervious concrete, permeable pavement, permeable pavers, and porous asphalt. These BMPs may be allowed in low flow traffic roads and parking lots and other paved areas upon approval from the City Engineer.

8.21.160 Erosion control.

A. General.

1. All earth moving or grading operations requiring a grading permit (as noted in Section 8.21.020 of this chapter) shall be required to also have an approved erosion control plan. In addition, any grading, clearing, brushing and grubbing within one hundred (100) feet of environmentally sensitive areas, is prohibited from October 1st to May 31st except for the following:

a. The construction and maintenance of erosion control systems, which have been approved by the City Engineer.

2. Grading work is prohibited on any single grading site under permit between October 1st and May 31st unless an erosion control plan has been approved or

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Deleted: F. Dedicated Streets. Structural pavement sections for dedicated residential development shall be as determined in accordance with Section 8.21.140. Minimum structural sections for dedicated city streets shall be as noted in the current addition of the city of Moreno Valley standard plans.

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waived by the City Engineer. Where necessary, temporary and/or permanent erosion control devices or methods, as approved by the City Engineer, shall be employed to control erosion and provide safety during this period.

3. The City Engineer may order restriction or cessation of land disturbance or development operations upon determination that the weather, soil, slope, or general site conditions may cause serious accelerated erosion or sediment damage either on-site or downstream from the site.

B. Erosion Control Plans.

1. Erosion control plans shall be submitted to the City Engineer for approval concurrent with the grading permit application and/or with grading plan submittal unless otherwise waived by the City Engineer. No grading permit shall be issued unless an erosion control plan has been submitted or waived by the City Engineer. The erosion control plan may be waived for grading on single residential lot projects, provided that an erosion control system, approved by the City Engineer, is installed, placed, planted or constructed before October 1st. An erosion control and/or sediment control plan is required for all projects if the City Engineer determines that erosion or sediment discharge adversely affects adjacent properties. The approved erosion control plan shall be updated if necessary by October 1st each year, for projects under a grading permit.

2. The erosion control plan shall include details of protective measures, including desiltation basins or other temporary drainage or control measures or both, as may be necessary to protect adjoining public or private property from damage by erosion, flooding, or mud and/or debris deposits which may originate from the site or result from the grading operations.

3. All slope planting, as required by the erosion control plans, which is to be completed after October 1st, will require jute matting or other acceptable turf matting or erosion control blankets prior to planting or hydroseeding.

C. Submittal and Processing Requirements.

1. All projects requiring a grading permit must have erosion control plans submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

2. The erosion control plans must be approved and erosion control devices installed and certified and inspected as being properly constructed by the engineer of record. Sediment control must be continuously maintained throughout the construction process. Updating of the plans will be required for phases of construction not covered by the previously approved plans.

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3. Approval and processing of the erosion control plans requires payment of plan checking fees, inspection fees and the posting of securities as further noted in this section.

4. First submittal for erosion control plans shall include the plan checking fee, two blueline copies of the plans and two copies of the bond estimate.

D. Information on Erosion Control Plans. Erosion control plan shall include but not be limited to, the following information:

1. A twenty-four (24) hour telephone number of the person responsible for performing emergency erosion control work;

2. The stamp and signature of the civil engineer that prepared the erosion control plan;

3. The erosion control general notes (copies available for the public works department, land development division);

4. Identification of all desilting and erosion protection facilities necessary to protect adjacent property from sediment deposition;

5. Identification of the streets and drainage devices that will be completed and paved by October 1st;

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6. Provision for the placement of gravel bags, slope planting or other measures to control erosion from all slopes above and adjacent to roads open to the public;

7. Provision for maintaining access to desilting facilities during wet weather;

8. A schedule for the construction and ongoing maintenance of all required erosion and sediment control facilities;

9. Identification of discharge points where concentrated runoff occurs.

E. Erosion Control Systems.

1. All sediment shall be contained on-site. Runoff from disturbed areas shall be detained or filtered by berms, swales, ditches, filter strips or other means as necessary to prevent the escape of sediment from the site. Sediment control devices shall be installed prior to or concurrent with the initial grading operations and shall be maintained throughout the development process.

2. Erosion shall be prevented at locations where runoff is concentrated. Where runoff will be discharged to natural ground or channels, appropriate energy dissipaters shall be installed to prevent erosion at the point of discharge.

3. All erosion control measures required to retain sediment on-site and to safely discharge any accelerated runoff generated by the project shall be installed during the initial construction phase of the project.

4. Desilting facilities shall be provided at drainage outlets from the graded site.

5. Desilting basins shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow sediment of suspended particles.

6. Desilting basins shall be constructed around the perimeter of projects. Basins should be located where maintenance access is provided from paved roads during wet weather.

7. Desilting basins constructed from compacted earth shall be compacted to a relative compaction of ninety (90) percent of maximum density. A soil engineering report including the type of field-testing performed, location and results of testing, shall be submitted to the City Engineer for approval upon completing the desilting basin(s).

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8. Equipment and workers, for emergency work, shall be available at all times. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices if needed.

9. Unless otherwise approved by the City Engineer, erosion protection shall include effective planting of all slopes in excess of three feet in height. Slopes exceeding fifteen (15) feet in height may require an adequate sprinkler system, as determined by the City Engineer.

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10. All slopes greater than five feet in height shall be permanently landscaped with the landscaping established prior to October 1st. If the permanent landscaping is not installed and sufficiently established prior to October 1st, the slope(s) shall be covered with protective materials and soil stabilizers approved by the City Engineer.

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11. All disturbed slopes shall be planted and protected within forty-five (45) days of the completion of each stage of grading. Suitable measures to prevent slope erosion, including but not limited to, rapid growth vegetation sufficient to stabilize the soil, shall be installed on all disturbed areas until such time as the permanent vegetative cover sufficiently matures to provide permanent stability.

12. Erosion control provisions shall include and complement drainage patterns during the current and future phases of grading throughout the rainy season.

13. Graded areas around the project perimeter must drain away from the face of slopes at the conclusion of each working day.

F. Erosion Control Maintenance.

1. Erosion control systems shall be serviced and maintained to provide continuous capacity and to adequately function as designed. After precipitation exceeding one-quarter inch in any twelve (12) hour period, or upon direction of the City Engineer, silt and debris shall be removed form check dams and desilting basins and the basins pumped dry and otherwise restored to the original design condition.

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2. The performance of the erosion control system shall be evaluated by the City Engineer and revised and replaced as ordered.

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3. The construction and maintenance of all erosion control systems shall conform to the approved erosion control plan unless otherwise approved by the City Engineer.

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4. The contractor, permittee, or project owner shall be responsible for and take necessary precautions to prevent public trespass into areas where impounded water creates a hazardous condition. Necessary precautions may include, but not limited to, appropriate perimeter fencing, or a twenty-four (24) hour guard in order to prevent unauthorized persons from entering the basin(s).

5. Any sprinkler system, controlled by timers, used with an erosion control system, shall be inspected every thirty days to assure proper functioning of the timer device.

G. Erosion Control Design and Implementation.

1. If a project design includes grading or construction within one hundred (100) feet of any environmentally sensitive areas, additional erosion control measures may be required within all disturbed areas in order to minimize the impacts to the environment. These measures may require the approval of the City Engineer as well as approval and certification by the engineer of record for the project. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. The additional erosion control measures may include, but not limited to, installing protective materials and stabilizers, along banks and within waterways and over all disturbed areas. The additional erosion control measures may also include a full time (twenty-four (24) hour) on-site guard during storms and when the precipitation amount is expected to exceed one-half inch in any twenty-four (24) hour period. The precipitation forecast shall be as established by the National Weather Service.

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2. All erosion control systems require approval by the City Engineer and approval and certification by the engineer of record. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. All erosion control

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systems shall remain in place at all times for all areas in which construction is not scheduled to commence within the next seven days. All erosion control systems shall remain in place until May 31st. The May 31st date may be extended by the City Engineer upon determination that there is a substantial likelihood of significant precipitation after May 31. The City Engineer shall use information as provided by the National Weather Service to make such determination.

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3. All removable protective devices shown shall be in place at the end of each working day when the five day rain probability forecast exceeds forty (40) percent. The forecast shall be as determined by the National Weather Service.

4. The faces of cut and fill slopes and the project site shall be prepared and maintain to control erosion. Slope protection may be waived by the City Engineer for cut slopes, which are not subject to erosion because of the erosion resistant character of the materials.

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5. If construction of erosion control systems outside of the project boundaries are necessary, permission to construct such systems from the owner of such off-site property. Plans for the off-site systems shall be included with the on-site plans submitted to the City Engineer. The plans for the off-site erosion control systems shall include permission to grade and maintain the erosion control systems from all affected property owners and letters of clearance and/or permits from all appropriate governmental entities.

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6. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition, free of loose soil, construction debris, and trash. Street sweeping or other equally effective means shall be used on a regular basis to control erosion, which has been deposited on streets or sidewalks. Watering shall not be used to clean streets except for the removal of fine material not otherwise removed by sweeping or other mechanical means.

7. The contractor, permittee, or property owner shall be responsible for inspection, modification, and proper maintenance of the erosion control devices as necessary. If the contractor, permittee, or property owner fails or refuses to properly maintain the erosion control devices, the City Engineer:

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a. May cause emergency maintenance work to be done in order to protect potentially impacted property. The cost shall be deducted for the erosion control security posted for the project pursuant to subsection (H)(4) of this section and shall include all costs related to the emergency maintenance including initial mobilization and performance of the work in addition to applicable administrative costs.

b. Shall revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the City engineer is installed or necessary maintenance of an existing system is completed.

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8. If any grading subject to Section 8.21.020 of this chapter has commenced on private property without a valid grading permit, the property owner shall be required to obtain a valid permit before continuing and grading, and may be required to prepare and implement an erosion control plan, approved by the City Engineer. If the property owner fails to install an approved erosion control system, the City Engineer shall cause emergency work to be done to protect potentially impacted property and to protect environmentally sensitive areas. The procedures of subsections B, C and D of this section need not apply for emergency erosion control work between October 1st and May 31st. The cost of such emergency work shall be charged to the owner pursuant to the procedures set forth in subsection (H)(4) of this section.

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H. Erosion Control Security.

1. Requirement for Security. Prior to approval of the grading permit, an erosion control plans for the project site shall be submitted to and approved by the City Engineer and securities meeting the requirements contained herein shall be posted with the City. The security shall guarantee the following:

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a. Compliance with all provisions of this section and all other applicable ordinances;

b. Compliance with any and all terms and conditions of the permittee's approved erosion control plan;

c. Completion of the erosion control system, to the satisfaction of the City Engineer, and in accordance with the approved erosion control plan;

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d. Completion of all emergency and routine maintenance and repair of the erosion control system(s) to insure the continuous integrity of the system(s) to the satisfaction of the City Engineer and as may otherwise be required by this section;

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e. Restoration and repair of public streets or other property adversely impacted by erosion from permittee's project.

2. Amount and Form of Security. The amount of the security shall be equal to one hundred (100) percent of the total estimated cost of the erosion control system(s). The permittee's estimate of such cost shall be based on the established unit costs available from the City and shall be subject to the review and approval of the City Engineer. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City Engineer. The remainder of the erosion control security shall be subject to the approval of the City Engineer and city attorney, and consist of one or more of the following:

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a. Cash deposit;

b. A bond;

c. A certificate of deposit;

d. A letter of credit, in City format, from one or more local financial institution(s) subject to regulation by the state or federal government.

3. Failure to Provide Security. If a permittee fails to provide the security required by this section prior to October 1st each year, the City Engineer may revoke the permittee's grading permit without prior notice to the permittee. Any such revocation shall be in writing.

4. Use of Cash Deposit. The City Engineer may cause certain erosion control work to be done under any of the following circumstances:

a. Failure of the permittee to commence emergency repair or maintenance work within twelve (12) hours of receipt of a written demand therefor from the City Engineer, or within twelve (12) hours of the City Engineer's attempt to communicate such demand via the telephone number listed on the approved plans or as provided by the permittee.

b. Failure of the permittee to commence other repair or maintenance work within seventy-two (72) hours of receipt of a written demand therefore from the City Engineer.

c. Failure of the permittee to diligently pursue completion of any required repair or maintenance work or to complete such work within a reasonable time period established by the City Engineer.

d. Failure of the permittee to complete installation of a erosion control system prior to October 1st.

e. Failure of the permittee, after notice from the City Engineer, to clean or repair public streets or other public property, where debris, damage or erosion resulted from the permittee project.

The permittee shall be liable to the City for the cost of any repair work that was necessary as a result of and in accordance with the provisions of this section. The City Engineer may withdraw from the permittee's cash deposit for erosion control security, any funds necessary to pay for such work. The City Engineer shall notify the permittee of any withdrawal from the permittee's cash deposit. If the cost for such work exceeds the balance of the permittee's funds on deposit, the City Engineer shall cause an invoice to be sent to the permittee demanding payment of the amount by which the cost of the work exceeds the permittee's deposit. The permittee shall, within ten (10) days of receipt of such invoice, deposit with the City Engineer, that amount of cash necessary to bring the permittee's deposit up to its original balance. If the permittee fails to pay such amount in full within thirty (30) days from the date of the invoice, the permittee's grading permit shall be automatically revoked. Renewal of the grading permit shall not be completed

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until the invoice is paid in full. No final grading inspection shall be completed until the permittee has fully satisfied all monetary obligations to the City imposed pursuant to the provisions of this section. Additionally, no further construction permits, including but not limited to, building permits or occupancy permits, shall be issued until such monetary obligations are fully satisfied.

5. Release of Security. On June 1st of each year, or upon the end of the actual rainy season (as determined by the City Engineer) whichever occurs later in time, the City Engineer may release any erosion control security posted or deposited pursuant to this section, upon receipt of a written request for such release by the permittee.

The City Engineer shall be responsible for determining the end of the rainy season if it occurs after May 31st of any given year. The determination shall be based upon available meteorological information.

The City Engineer shall not release a permittee's security if the permittee has an outstanding monetary obligation to the City incurred pursuant to the provisions of subsection (H)(4) of this section or if cleanup or repair of public streets or other public property for which the permittee is responsible, has not been completed to the satisfaction of the City Engineer.

Any unused portion of the permittee's erosion control security may also remain on deposit with the City throughout the grading of the project and not be released until completion of the landscaping improvements for the project if it is determined by the City Engineer that due to the nature, configuration, or location of the project, it is in the best interest of the City to retain said erosion control security until to projects completion.

8.21.170 National Pollutant Discharge Elimination System (NPDES).

A. General Requirements. On September 2, 2009, the State Water Resources Control Board (SWRCB) approved waste discharge requirements associated with construction activity. The regulations affect all construction sites that disturb an area of one acre or more.

As a condition of the Santa Ana Regional Water Quality Control Board, a National Pollutant Discharge Elimination System permit will be required for all sites that disturb an area of one acre or more. Prior to issuance of a grading permit, each applicant shall provide an NPDES permit number (WDID#) to the City Engineer.

A complete NPDES permit for storm water runoff associated with construction activity application and general requirements may be obtained from the State Water Quality Control Board.

In general, the permit requires the following information to be filed with the California State Water Resource Control Board (SWRCB):

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1. A notice of intention (NOI). The NOI application is in the construction permit package;

2. Risk Assessment.

3. Site Map.

4. A stormwater pollution prevention plan (SWPPP). Conditions are outlined in the construction permit package;

5. Annual Fee.

6. Signed Certification Statement.

It is the permittee's responsibility to obtain the application package, complete the information and reports as noted above, and maintain the site throughout the duration of the project as required by the permit. All of the information noted above shall be maintained on-site during construction and shall be presented upon demand by State Water Resource Control Board inspectors, the City of Moreno Valley inspectors or any member of the public.

8.21.180 Grading inspection.

A. Grading Inspection.

1. Site Inspection by the City Engineer. Prior to any grading, brushing, or clearing, there shall be a pre-grading meeting held on the site unless waived by the City Engineer. Prior to placing concrete for curb and gutter, sidewalk, pavement base material or other similar improvement in the public right-of-way, there shall be a pre-paving meeting held on the site unless waived by the City Engineer. The permittee, or agent for the permittee, shall notify the City Engineer and request the meeting(s) at least two working days prior to the meeting(s) and shall also be responsible for notifying all principals responsible for grading or paving operations.

It shall be the responsibility of the person doing the work authorized by a permit, to notice the City Engineer at least two working days prior to the work being ready for the following inspections:

a. Excavation and Fill Inspection.

i. Canyon Clean Out. After all brush and unsuitable material has been removed and an acceptable base has been exposed, but before any fill has been placed;

ii. Toe Bench and Key. After the natural ground or bedrock has been exposed and prepared to receive fill, but before fill is placed;

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iii. Over Excavation. After the area has been excavated but before fill is placed;

iv. Excavation. After the excavation has started, but before the vertical depth of the excavation exceeds ten (10) feet, and every ten (10) foot interval thereafter;

v. Fill. After the fill has started, but before the vertical height of the fill exceeds ten (10) feet and every ten (10) foot interval thereafter.

2. Concrete or Gunite Drainage Device Inspection.

a. Alley Gutter or Concrete Drainage Device. After the sub-grade is prepared and any reinforcement placed but prior to concrete placement and then again after concrete placement;

b. Terrace Drains, Down Drains, Brow Ditches. After grade has been established but before placement of welded wire mesh or reinforcement and then again after placement of concrete or gunite.

3. Other Drainage Devices.

a. Subdrains. After excavation but prior to placement of filter materials and pipe. The subdrain pipe and filter material shall be on site for inspection. Inspection shall also occur after placement of pipe and filter material but before backfill;

b. City Storm Drains and Inlets. After installation of form-work and placement of reinforcement but before concrete placement and then again after placement of concrete and removal of form-work but prior to backfilling. Inspection shall also occur after backfilling and completion of storm drain;

c. Earth Swales. Prior to rough grading approval and then again prior to final grading approval.

4. Rough Grade Inspection.

a. When all rough grading as been completed. Inspection may be called for at the completion of rough grading after the City Engineer has received, reviewed and approved the required geotechnical certification(s) and/or compaction reports and the civil engineer has submitted approval of line and grade on City approved format. Under normal circumstances, all subdrains and slope drains, if required, shall be in place and approved as a condition of rough grading approval.

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5. Paving Inspection (In Public Right-of-Way).

a. Subgrade. After subgrade has been established, tested, and approved by the soil engineer, or his qualified representative, the soil engineer may leave a field memo

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of compaction test results on site. The civil engineer shall provide approval of line and grade;

b. Base. After base course has been placed, tested, and approved by the soil engineer or his qualified representative, but prior to prime coat and asphalt placement, the soil engineer may leave a field memo of compaction test results on site. Material invoices or weight tickets shall be required;

c. Asphalt Concrete. During asphalt placement to verify compliance with plans and specifications. Material invoices or weight tickets shall be required. Prior to application of seal cost, the paved surface shall be water tested to reveal any irregularities and shall be patched where required.

6. Final Inspection.

a. When all work, including installation of all drainage structures and other protective devices has been completed and all written professional approvals and the required reports have been submitted.

7. Siltation Control Facilities (October 1st to May 31st).

a. After excavation of desilting basins but prior to fill placement. Pre-fabricated drainage devices are to be available on site for inspection;

b. After fill placement of desiltation basins but prior to placement of concrete or other non-erosive materials (if applicable);

c. After completion of an erosion control system in accordance with an approved erosion control plan and the requirement of the City Engineer.

B. Notification of Non-Compliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not begin completed in accordance with the approved plans, specifications, recommendations or requirements of this chapter, the discrepancies shall immediately be reported in writing to the grading contractor, the owner and the City Engineer. Recommendations for corrective measures shall be submitted to the City Engineer for approval and shall be incorporated on to the approved plans upon approval by the City Engineer.

C. Special Inspections. The City Engineer may establish special inspection requirements in accordance with the 2010 edition of the California Building Code, amended, for special cases involving grading or paving related operations. Special cases may apply to work where, in the opinion of the City Engineer, it is necessary to supplement the resources or expertise available for inspection.

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D. General. It shall be the responsibility of the civil engineer that prepared the grading plans to incorporate the applicable recommendations for the soil engineering and engineering geology reports into the grading plan. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements, and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor, and the City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, unless waived by the City Engineer, and upon completion of the work, the submission of as-built grading plans incorporating all changes and/or additional made during construction.

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Soil engineering and engineering geology reports shall be required as specified in Section 8.21.190(A). During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted for distribution as required.

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The soil engineer's area of responsibility shall include, but not limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finished slopes, design of buttress fills where required, and incorporating data supplied by the engineering geologist.

The engineering geologist's area of responsibility shall include, but not limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the needs for subdrains or other ground water drainage devices. The engineering geologist shall report all findings to the soil engineer for engineering analysis.

The City Engineer shall inspect the project at various stages of work requiring approval, and at any more frequent intervals necessary to determine that adequate inspection and testing are being completed by the professional consultants and to insure conformance with the approved plans and specifications.

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When preliminary soil engineering reports are not required by the City Engineer, inspection and testing may be required by an approved testing agency. The testing agency's responsibility shall include, but not limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

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E. Transfer of Responsibility for Approval. If the civil engineer, the soil engineer, the engineering geologist, the testing agency or the grading contractor of record are changed during the course of the work, the work may be stopped until:

1. The owner submits a letter of notification to the City Engineer verifying the change of the responsible professional; and

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2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that he concurs with the findings, conclusions, and

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recommendations, and is satisfied with the work performed. He must also state that he assumes all responsibility within his purview as of the specified date.

All exceptions to the noted requirements must be justified to the satisfaction of the City Engineer.

Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer and/or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility without the requirement for written notification to the City Engineer.

F. Other Inspections by the City Engineer.

1. Prior to the approval of any building or grading plans and specifications, the City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.

2. The permittee or agent for the permittee shall notify the City Engineer when the grading operations specified are ready for inspection.

3. If the inspector finds the soil or other conditions not as shown on the approved plans or stated in the geotechnical reports or as noted within any additional information which was required for issuance of the grading permit, he may issue a stop work order until approval is obtained for a revised grading plan or modification to any applicable reports which will conform to the actual site conditions.

4. The provisions of Section 115, Stop Orders, of the 2010California Building Code (CBC) shall apply to all grading work, whenever the City Engineer determines that any work does not comply with the terms of the permit, or this chapter, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any person(s) engaged in doing or causing of such work to be done, and any such person(s) shall immediately stop such work until authorized by the City Engineer to proceed with the work.

5. Prior to issuance of building permits for a graded site, the rough grading shall be completed in accordance with the approved plans and specification, and this chapter, and to the satisfaction of the civil engineer, or architect, engineering geologist, soil engineer, and City Engineer.

6. Whenever any work on which inspection are required, is covered or concealed by additional work without first being inspected, the City Engineer may require, by written notice, that such work be exposed for examination. Any cost for exposing and recovering such noninspected work shall not entail or be subject to expense by the City.

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8.21.190 Completion of work.

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A. Final Reports. Upon completion of the rough grading work and at the final completion of the work under a grading permit, but prior to the release of grading security or issuance of a certificate of occupancy, the City Engineer will require:

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1. An as-built grading plan prepared by the civil engineer which shall include original ground surface elevations, as-graded ground surface elevations, slope inclinations, elevations and locations of all surface and sub-surface drainage facilities location with scaled sections of all buttress/stabilization fill, and location and depth of all areas of unsuitable soil.

2. A written approval by the civil engineer approving the grading as being in conformance with the approved grading plan and which specifically approves the following items as appropriate to the project or stage of grading:

a. Construction of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

b. Staking of property corners for proper building locations (rough grading);

c. Setting of all monuments in accordance with the recorded tract map (rough or final grading);

d. Locations of permanent walls or structures on property corners or property lines where monumentation is not required (final grading);

e. Location and inclination of all manufactured slopes (rough and final grading);

f. Construction of earthen berms and positive building pad drainage (rough and final grading).

3. A soil engineering report (compaction report) prepared by the soil engineer, including type of field testing performed, stability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Each field density test shall be identified, located on a plan or map, the elevation of the test and finish grade elevation shown, and the method of obtaining the in-place density described; either ASTM 1556-78 or the approved equal shall be so noted. The soil engineer shall provide written approval as to the adequacy of the site for the intended use, as effected by soil engineering factors and a statement of compliance to finish grade.

4. A geologic report prepared by the engineering geologist, including a final description of the geology of the site including any new information disclosed during the grading, and the effect of the same on recommendations incorporated in the approved grading plan. He shall provide written approval as to the adequacy of the site for the intended use as effected by geologic factors, a statement of compliance to finish grade, and when required by the City Engineer, shall submit an as-built geologic map.

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5. A statement of compliance prepared by the grading contractor that the work was completed in accordance with the approved plans may be required by the City Engineer in certain cases.

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B. Notification of Completion. The permittee or agent for the permittee shall notify the City Engineer when the grading operation is ready for inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion control measures, have been completed in accordance with the approved grading plan and the required reports and statements of compliance have been submitted and approved

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8.21.200 Penalty for violation.

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Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof in a court of law, shall be punishable by fine of not more than five hundred dollars ($500.00) or imprisonment for not more than six months, or by both. Each such person, firm or corporation shall be deemed guilty of a separate offence for every day during any portion of which any violations of any provisions of the chapter, including any physical condition created in violation of this chapter, is permitted, continued, or committed by such person, firm or corporation, and shall be punishable therefor as provided for in this chapter. Any lot, street, alley, road, driveway which is constructed contrary to the provisions of this chapter shall constitute a public nuisance.

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SECTION 3 EFFECT OF REENACTMENT:

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

SECTION 4 SEVERABILITY:

4.1 If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the

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fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 NOTICE OF ADOPTION:

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

SECTION 7 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____

Mayor

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AGENDA

NOTICE AND CALL OF SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

June 14, 2011

SPECIAL MEETING – 5:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
SPECIAL MEETING OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

SPECIAL MEETING - 5:00 PM
REGULAR MEETING – 6:30 PM
JUNE 14, 2011

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District and the Community Redevelopment Agency of the City of Moreno Valley will be held on June 14, 2011 commencing at 5:00 PM followed by a Regular Meeting at 6:30 PM in the City Council Chamber, City Hall, located at 14177 Frederick Street, Moreno Valley, California.

Said special meeting shall be for the purpose of:

*All Items on this Agenda, Except for those Items Indicating they are to be Considered on the Regular Meeting Agenda.

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY

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9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of May 18 - June 7, 2011.

A.4 TRACT MAP 22709 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

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Recommendation:

1. Adopt Resolution No. 2011-44 authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system; and

   Resolution No. 2011-44

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709, and Accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the Portion of John F. Kennedy Drive Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.5 PA04-0010 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: ONE MORENO VALLEY 240 LP, LONG BEACH, CA 90802 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-45 authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system; and

   Resolution No. 2011-45

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA04-0010, and Accepting the Portion of Perris Boulevard Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6 TRACT MAP 22709-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE, AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-46 authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-46

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709-1, and Accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the Portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.7 TRACT MAP 31327 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-47 authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-47

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 31327 and Accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the Portions of Alessandro Avenue, Morrison Street and Bay Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.8 FINAL MAPS 29920, 29920-1, 29920-2, AND 29920-3--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND PACIFIC MORENO VALLEY, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Pacific Moreno Valley, Inc.;

2. Authorize the Mayor to execute the Maintenance Agreement;

3. Authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;

4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement;

5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney; and

6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.

A.9 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1") approve and adopt the following: Resolution No. 2011-48 to accept and approve the Special Tax Report for fiscal year (FY) 2011/12 regarding CFD No. 87-1; and

   Resolution No. 2011-48

   A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 87-1 (Towngate)

2. Approve and Adopt Resolution No. 2011-49 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1.

   Resolution No. 2011-49

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) of the City of Moreno Valley, Approving the Submittal of an Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1

A.10 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1") approve and adopt the following: Resolution No. 2011-50 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12 for CFD No. 87-1 Improvement Area No. 1; and

Resolution No. 2011-50

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Report for Fiscal Year 2010/11 Regarding Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1

2. Resolution No. 2011-51 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1.

Resolution No. 2011-51

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1 Improvement Area No. 1

A.11 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3"), approve and adopt Resolution No. 2011-52 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12, on file in the office of the City Treasurer.

Resolution No. 2011-52

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

A.12 APPROVAL AND ACCEPTANCE OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4—MAINTENANCE FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 4—Maintenance ("CFD No. 4—M") approve and adopt Resolution No. 2011-53 to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12.

Resolution No. 2011-53

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 4-Maintenance

A.13 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR FISCAL YEAR 2011/12 REGARDING MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt the following: Resolution No. 2011-54 to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community Facilities District No. 5.

Resolution No. 2011-54

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report

for Fiscal Year 2011/12 Regarding Community Facilities District No. 5

2. Adopt Resolution No. 2011-55 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5.

Resolution No. 2011-55

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 5 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5

A.14 PA04-0004 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF BAY AVENUE AND PAN AM BOULEVARD, DEVELOPER: MOVAL BAY APARTMENTS, L.P., IRVINE, CA 92614 (Report of: Public Works Department)

Recommendation:

1. Authorize the acceptance of certain public improvements associated with the project; and

2. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with project PA04-0004 for public improvements.

A.15 AUTHORIZE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014;

2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc.; and

3. Authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86.

A.16 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE - PROJECT NO. 08-41678827 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.; on behalf of the City;

3. Authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney; and

5. Authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011.

A.17 ADOPTION OF THE PRIORITIZED GOALS AND ACTION PLAN DEVELOPED IN THE CITY COUNCIL GOAL SETTING WORKSHOP (Report of: City Manager's Office)

Recommendation:

Adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop.

A.18 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB)

MV00107250

STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS B7 & C3)

Recommendation:

1. Adopt Resolution No. 2011-62, classifying the various components of fund balance as defined in GASB Statement No. 54; and

   Resolution No. 2011-62

   A Resolution of the City Council of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

2. Designate the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance for inclusion in the annual financial reports.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 APPROVAL AND ACCEPTANCE OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2011-08 to accept and approve the CFD No. 1 Annual Special Tax Report for fiscal year 2011/12, which is on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 1.

MV00107251

Resolution No. CSD 2011-08

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Accepting and Approving the Community Facilities District No. 1 Annual Special Tax Report for Fiscal Year 2011/12

B.4 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-1/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-1 (TOWNGATE) AND E-1A (RENAISSANCE PARK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-1/11 (the "Agreement") with Marina Landscape Inc.;

2. Authorize the President of the CSD Board to execute said Agreement with Marina Landscape Inc., and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to Marina Landscape Inc., in the amounts of:

   NINETY-SEVEN THOUSAND NINE HUNDRED AND SIX AND 80/100 DOLLARS ($97,906.80) for twelve (12) months of base maintenance services and;

   NINE THOUSAND SEVEN HUNDRED NINETY AND 68/100 DOLLARS ($9,790.68) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.5 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-4/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-4 (MORENO VALLEY RANCH - EAST) AND E-4A (DAYBREAK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-4/11 (the "Agreement") with TruGreen Landcare;

2. Authorize the President of the CSD Board to execute said Agreement with TruGreen Landcare, and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to TruGreen Landcare, in the amounts of:

ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND SIXTY-FOUR AND 76/100 DOLLARS ($179,564.76) for twelve (12) months of base maintenance services and;

FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($14,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.6 FIRST EXTENSION OF CONTRACT - PROJECT NO. E-3/10 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - MORENO VALLEY RANCH-WEST (ZONE E-3) AND LASSELLE POWERLINE PARKWAY (ZONE E-3A) (CONTINUED FROM MAY 24, 2011) (Report of: Public Works Department)

Recommendation:

1. Approve the first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

   b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

B.7 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & C3)

Recommendation:

Adopt Resolution No. CSD 2011-22, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. CSD 2011-22

A Resolution of the Moreno Valley Community Services District, Classifying

MV00107253

the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & B7)

Recommendation:

Acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. 2011-09, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. RDA 2011-09

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS
ALL PUBLIC HEARING ITEMS TO BE CONSIDERED UNDER THE REGULAR MEETING AGENDA

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 FIRST AMENDMENT - AQUABELLA DEVELOPMENT AGREEMENT (P11-029) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Conduct a public hearing and subsequently introduce Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

E.2 PUBLIC HEARING TO CONSIDER APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation: That the CSD:

1. Conduct a Public Hearing to approve and adopt the following proposed resolutions:

   Resolution No. CSD 2011-09

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2011/2012

2. Approve and adopt the proposed Resolution No. CSD 2011-10;

   Resolution No. CSD 2011-10

   A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone B (Residential Street Lighting)

Services During Fiscal Year 2011/2012

3. Approve and adopt the proposed Resolution No. CSD 2011-11 (Zone C);

Resolution No. CSD 2011-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2011/2012

4. Approve and adopt the proposed Resolution No. CSD 2011-12 (Zone D);

Resolution No. CSD 2011-12

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

5. Approve and adopt the proposed Resolution No. CSD 2011-13 (Zone E);

Resolution No. CSD 2011-13

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2011/2012

6. Approve and adopt the proposed Resolution No. CSD 2011-14 (Zone E-1A);

Resolution No. CSD 2011-14

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

7. Approve and adopt the proposed Resolution No. CSD 2011-15 (Zone

E-3A);

Resolution No. CSD 2011-15

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

8. Approve and adopt the proposed Resolution No. CSD 2011-16 (Zone E-4A);

Resolution No. CSD 2011-16

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

9. Approve and adopt the proposed Resolution No. CSD 2011-17 (Zone M);

Resolution No. CSD 2011-17

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2011/2012

10. Approve and adopt the proposed Resolution No. CSD 2011-18 (ZoneS);

Resolution No. CSD 2011-18

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2011/2012

E.3 PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT

PROPOSED FISCAL YEAR (FY) 2011/2012 ANNUAL RATES (Report of: Public Works Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice; and

2. Adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

Resolution No. 2011-56

A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. 2011-57 establishing the appropriations limit at $89,463,807 for the City of Moreno Valley for Fiscal Year 2011-12.

Resolution No. 2011-57

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2011-12

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

MV00107258

Recommendation: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. CSD 2011-19 establishing the appropriations limit at $14,416,480 for the Moreno Valley Community Services District for Fiscal Year 2011-12.

Resolution No. CSD 2011-19

A Resolution of the Moreno Valley Community Services District Establishing the Appropriations Limit for Fiscal Year 2011-12

E.6 A PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA10-0035) TO IMPLEMENT NEW DESIGN STANDARDS TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

1. RECOGNIZE that PA10-0035 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

2. Introduce Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

E.7 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD

AVENUE TO MANZANITA AVENUE PROJECT - PROJECT NO. 11-41570225 (Report of: Public Works Department)

Recommendation: That the City Council:

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; That the Acquisition and Taking of the Easements In the Herein-Described Property is Necessary for the Project; That the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Properties [APN NOs: 474-

064-001, 474-120-008, and 474-120-024]; and

Resolution No. 2011-58

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easement in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
a) Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG) (Informational Oral Presentation - not for Council action)

G.2 RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) 60/215 EAST JUNCTION CONSTRUCTION PROJECT (Informational Oral Presentation - Not for Council Action)

G.3 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department) ***ITEM TO BE CONSIDERED UNDER THE REGULAR MEETING AGENDA***

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail

ballot proceedings for a proposed increase in the CSD Zone D annual parcel charge for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

G.4 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED SUB-ZONES FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE (Report of: Public Works Department) ***ITEM TO BE CONSIDERED UNDER THE REGULAR MEETING AGENDA***

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for the proposed increase in the CSD Zone E annual parcel charge for Zone E-1 (TownGate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East) landscape areas.

G.5 ADOPTION OF A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE YEARS HIGHEST AVERAGE COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON AUGUST 19, 2011, AND CONDUCT THE FIRST READING OF THE RELATED ORDINANCE AS REQUIRED BY CALPERS (Report of: Human Resources Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-59 , to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Resolution No. 2011-59

A Resolution of the City Council of the City of Moreno Valley, California, to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Ordinance No. 828

An Ordinance of the City of the City Council of the City of Moreno Valley, California Authorizing an Amendment to the Contract Between the City of Moreno Valley and the Board of Administration of the California Public Employees' Retirement System

G.6 ADOPTION OF FY2011/12-2012/13 OPERATING BUDGET (SUPPORTING MATERIALS PROVIDED UNDER SEPARATE COVER) (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-60, approving the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

   Resolution No. 2011-60

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2011/12 – 2012/13

2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2011-20, approving the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

   Resolution No. CSD 2011-20

   A Resolution of the Moreno Valley Community Services District, Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-07, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

   Resolution No. RDA 2011-07

   A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

4. Approve the position control as detailed on pages 3-7 in the Proposed Operating Budget Book presented as Attachment A; and

5. Approve the elimination of Fire Truck 58 in FY 2011/12 and direct staff to reserve the additional $1.2 million in savings for the purchase

of a fire engine and the balance of savings for the operating costs to open the Morrison Park Fire Station.

G.7 ADOPTION OF FY 2011/12 CAPITAL IMPROVEMENT PLAN (Report of: Public Works Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A");

   Resolution No. 2011-61

   A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

2. Acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"); and

   Resolution No. CSD 2011-21

   A Resolution of the Moreno Valley Community Services District, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

   Resolution No. RDA 2011-08

   A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California adopting the Capital Improvement Plan for

Fiscal Year 2011-12

G.8 4TH OF JULY PARADE AT A REDUCED COST (STEWART)

G.9 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1 .1 INTRODUCTION OF ORDINANCE NO. 827 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (Report of: Public Works Department)

Recommendation: That the City Council:

Waive the reading of Ordinance No. 827, in its entirety and read by title only (roll call required) and introduce Ordinance No. 827 an Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

ITEM UNDER THE REGULAR MEETING AGENDA

Those wishing to speak should complete and submit a BLUE speaker slip to the

Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00107266

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

REGULAR MEETING - 6:30 PM
MAY 24, 2011

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:33 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION - Rev. Dennis Krueger, Shepherd of the Valley Lutheran Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to the Mayor/City Council
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Chad Bianco	Police Lieutenant
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the Consent Calendar agenda items for public comments, which were received from David Zeitz (A10), Ms. Smith (B4), Deanna Reeder (A10, A17, and C4), Carolyn Defazio (A10), Ronald Meyers (A10), and Marcia Amino (B3).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of May 4-17, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR MARCH, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-37, approving the Check Register for the month of March, 2011 in the amount of $10,905,638.09.

Resolution No. 2011-37

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of March, 2011

A.5 TRACT MAP 29857-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: IRIS PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-38 authorizing the acceptance of the public improvements within Tract Map 29857-1 as complete and

accepting the portion of Iris Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-38

A Resolution of the City Council of the City Of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 29857-1, and Accepting the Portion of Iris Avenue Associated with the Project Into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6 APPROVE THE AMENDED SOLAR INITIATIVE PROGRAM FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:

1. Approve the amended Moreno Valley Electric Utility (MVU) Solar Initiative Program, and the MVU Solar Incentive Program Overview and Guidelines; and

2. Authorize the Electric Utility Manager to implement and administer the MVU Solar Initiative Program and execute corresponding agreements.

A.7 PA10-0028 – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF A PORTION OF BRODIAEA AVENUE WEST OF GRAHAM STREET LOCATED ALONG A PORTION OF PARCEL 3 OF PARCEL MAP 32326 AND A PORTION OF LOT 8 OF MAP 1 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, NORTH SIDE OF BRODIAEA AVENUE WEST OF GRAHAM STREET, DEVELOPER: RIDGE MORENO VALLEY, LLC, LONG BEACH, CA. 90803 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-40, summarily vacating a portion of the north side of Brodiaea just west of Graham Street; and

Resolution No. 2011-40

A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Brodiaea

Avenue West of Graham Street Located Along a Portion of Parcel 3 of Parcel Map 32326 and a Portion of Lot 8 of Map 1 of the Bear Valley and Alessandro Development Company

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.8 PURCHASE OF FIRE ENGINE FOR MORRISON PARK FIRE STATION (Report of: Fire Department)

Recommendation:

1. Approve the purchase of a Multi-Function Type 1 Fire Engine and award a bid in the amount of $445,754 to SMEAL Fire Apparatus Company, Snyder Nebraska as being in the best interest of the City;

2. Approve the purchase of $50,000 in fire equipment from the Riverside County Fire Department for the Multi-Function Type 1 Fire Engine;

3. Approve the transfer of $200,000 from Fire Operations operating expense account (133.65110.6251.252) to Fire Operations vehicles expense account (133.65110.6641.645) to partially fund the Fire Engine (the $200,000 is anticipated Fire Department FY 2010/2011 savings);

4. Approve an appropriation in the amount of $295,754 from General Fund fund balance to Fire Services Operations Fund account number 133.65110.6641.645 in the amount of $445,754 and 133.65110.66441.648 in the amount of $50,000 to fund the purchase of the fire engine and fire equipment; and

5. Authorize the Financial & Administrative Services Director to issue a purchase order to SMEAL Fire Apparatus Company in the amount of $445,754 and issue a second purchase order to Riverside County Fire in the amount of $50,000 for the purchase of new fire equipment.

A.9 CITY HALL HEATING VENTILATION AND AIR CONDITIONING (HVAC) - ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT AWARD (Report of: Financial & Administrative Services Department)

Recommendation:

1. Ratify the contract award to Southcoast Heating & Air Conditioning, the lowest bidder, for the installation of the City Hall HVAC equipment, in the amount of $486,735 (four hundred eighty six thousand seven hundred and thirty five dollars) from EECBG funding in account number 229.80501.7200;

2. Ratify the contract award to Trane in the amount of $147,809.70 (one hundred forty seven thousand eight hundred and nine and seventy cents) for the purchase of two 75- ton roof top HVAC units and two 6-ton split system units for the MVTV3 City Hall Studio from EECBG funding in account number 229.80501.7200; and

3. Approve the addition of a 10% contingency fund in an amount of $46,673.00 (forty six thousand six hundred and seventy three dollars) to Southcoast Heating & Air Conditioning from monies in the FY 10/11 budget, account number 754.71425.7400 (will not affect the General Fund).

A.10 ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE IRONWOOD AVENUE WIDENING FROM PERRIS BOULEVARD TO NASON STREET PROJECT NO. 07-41572727 (Report of: Public Works Department)

Recommendation:
Adopt a Mitigated Negative Declaration (MND) for the Ironwood Avenue Widening from Perris Boulevard to Nason Street, Project No. 07-41572727, presented as Attachments B and C, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level.

A.11 ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Annual Statement of Investment Policy

A.12 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:
Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.13 ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM C.3) (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-41 authorizing accepting the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of

Moreno Valley for an amount equal to $2,686,600.

Resolution No. 2011-41

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Form and Authorizing the Execution of a Substitution of Trustee and Full Reconveyance Relating to a Deed of Trust Executed by the Community Redevelopment Agency of the City of Moreno Valley, as Trustor, for the Benefit of the City, as Beneficiary, and Approving the Transfer of Real Property conveyed by the Agency of the City

A.14 ADOPTION OF RESOLUTION OF THE CITY COUNCIL OF MORENO VALLEY AUTHORIZING CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY'S VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT) (Report of: Financial & Administrative Services Department)

Recommendation:

1. Adopt Resolution 2011-42 authorizing the execution of certain lease financing documents in connection with the refunding of the City's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to;

   Resolution No. 2011-42

   A Resolution of the City Council of the City of Moreno Valley, California, Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with the Refunding of the City's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and Authorizing and Directing Certain Recommendation: with Respect Thereto

2. Authorize the City Manager to approve an agreement for financial advisor services, in an amount not to exceed $28,500, with Fieldman Rolapp & Associates to serve as financial advisor for the recommended private placement debt issue; and

3. Authorize the City Manager to approve an agreement for bond counsel services, in an amount not to exceed $30,000 with Quint & Thimmig LLP to serve as Bond Counsel to complete the refunding through a private placement process.

A.15 ORDINANCE NO. 824 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION

1.10.080 AND 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT (Report of: City Attorney)

Recommendation:

Adopt Ordinance No. 824.

Ordinance No. 824

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sections 1.10.080 and 11.80.060 of the City of Moreno Valley Municipal Code, Relating to Civil Citations and Noise Enforcement

A.16 APPROVE STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDING APPROPRIATION FOR HIGHLAND FAIRVIEW'S EUCALYPTUS AVENUE STREET IMPROVEMENTS PROJECT BETWEEN REDLANDS BOULEVARD AND THEODORE STREET SLPPCL10-5441(048) (Report of: Public Works Department)

Recommendation:

1. Accept and appropriate both $1 million State-Local Partnership Program (SLPP) grants, one for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street and one for the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street, from the California Transportation Commission (CTC); and

2. Adopt Resolution No. 2011-43, authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreements (PSA) with Caltrans for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street.

Resolution No. 2011-43

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Execution of Program Supplement Agreements to Administering Agency-State Agreements Between the State of California, Acting by and through the Department of Transportation, and the City of Moreno Valley

A.17 AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM C.4) (Report of: Community & Economic Development Department)

Recommendation:
Approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 SECOND EXTENSION OF CONTRACT - PROJECT NO. E-2/09 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - HIDDEN SPRINGS ZONE E-2 (Report of: Public Works Department)

Recommendation:

1. Approve the Extension Agreement for CSD Project No. E-2/09 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said Extension Agreement with Tropical Plaza Nursery, Inc., of Villa Park, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Tropical Plaza Nursery, Inc. in the amounts of:

   a.) ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($188,400.00) for twelve months of base maintenance service, and

   b.) TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($29,600.00) for anticipated Additional Work per Section 5 of the Extension Agreement.

B.4 FIRST EXTENSION OF CONTRACT - PROJECT NO. E-3/10 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - MORENO VALLEY RANCH-WEST (ZONE E-3) AND LASSELLE POWERLINE PARKWAY (ZONE E-3A)(Report of: Public Works Department)

Recommendation:

1. Approve the first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

   b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM A.13) (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. RDA No. 2011-06 authorizing the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to $2,686,600.

Resolution No. RDA No. 2011-06

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Resolution Authorizing the Transfer of Certain Real Property to the City of Moreno Valley

C.4 AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM A.17) (Report of: Community & Economic Development Department)

Recommendation:
Approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Continue Agenda Item B4 to June 14, 2011 by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings Approved by a vote of 5-0.

Motion to Approve Joint Consent Calendar Items A1 – D2, except Item B4, which was continued to June 14, 2011 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

ADJOURNED THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, AND THE BOARD OF LIBRARY TRUSTEES TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

CALL TO ORDER - The Special meeting of the Moreno Valley Public Facilities Financing Corporation was called to order at 7:24 p.m. by President Stewart in the Council Chamber located at 14177 Frederick St.

ROLL CALL

Board of Directors:

Richard A. Stewart	President
Jesse L. Molina	Vice-President
William H. Batey II	Board Member
Marcelo Co	Board Member
Robin N. Hastings	Board Member

PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE JURISDICTION OF THE CORPORATION

President Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

SPECIAL ORDER OF BUSINESS

1 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY OF MORENO VALLEY VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT) (Report of: Financial & Administrative Services Department)

Recommendation:

The Board of Directors of the Moreno Valley Public Facilities Financing Corporation adopt Resolution No. MVPFFC 2011-01 authorizing the execution of certain lease financing documents in connection with the refunding of the City of Moreno Valley's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to.

Resolution No. MVPFFC 2011-01

A Resolution of the Moreno Valley Public Facilities Financing Corporation of the City of Moreno Valley, California Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with

the Refunding of the City of Moreno Valley Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and Authorizing and Directing Certain Recommendation: with Respect Thereto

Motion to Approve by m/Board Member Robin N. Hastings, s/Board Member William H. Batey II
Approved by a vote of 5-0.

ADJOURNMENT – 7:32 p.m.

RECONVENED JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, AND THE BOARD OF LIBRARY TRUSTEES

E. PUBLIC HEARINGS

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Continued from March 22, 2011) (Report of: Community & Economic Development Department)

Recommendation:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

Motion to Continue to July 12, 2011 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E.2 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT - PROJECT NO. 11-41570125 (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation:

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

4. Find that the proposed "Factual Summary to Support Findings

Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council; and

Resolution No. 2011-39

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easements in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property [APN: 482-230-013]

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

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

None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Council Member Batey reported the rail head is no longer an issue; Mayor Stewart reported March HealthCare has come to an impasse with CrossWord Church, chapel will remain in place.

G.2 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT'S PROPOSED FISCAL YEAR 2011/12 ANNUAL CHARGES (Report of: Public Works Department)

President Stewart opened the agenda item for public comments, which were received from Deanna Reeder, E. Hernandez, Pete Bleckert, and Marcia Amino.

Recommendation: That the CSD:
Accept public comments regarding the proposed fiscal year (FY) 2011/2012 annual CSD charges. The proposed charges shall fund program services for parks, recreation programs and services, residential street lighting, arterial street lighting, parkway landscaping, extensive parkway landscaping, internal parkway landscaping, medians, and maintenance of certain Sunnymead Boulevard improvements. These programs, services, and associated charges are discussed in detail in the Preliminary Annual Levy Report, which is on file in the office of the City Clerk.

G.3 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2011/2012 ANNUAL RATES. (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2011/2012 annual rates.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Pete Bleckert
1. Parks in Council District 1
2. Visits to Mexico

Marcia Amino
1. City of Santa Clarita CAL-ED Award
2. City Manager's Economic Development Plan
3. City Manager's salary and benefits
4. Storage of fire truck
5. Vehicle reimbursement

Deanna Reeder
1. June 2 Child-Teen Safety Workshop
2. Rancho Belago signs
3. Crime in Rancho Belago area

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member William H. Batey II
1. Congratulated Fire Fighter of the Year and Employees of the Quarter.
2. Thanked the businesses that provided training and internships for the

Workability Program.

Mayor Pro Tem Jesse L. Molina

1. Transfer of parkland inventory.
2. Attended Redistricting Committee meeting and encouraged attendance at future meetings to support the City being within one district, not split among several districts.
3. Requested to move quickly on the City Council Redistricting and hire a consultant.
4. Recognized those who fought for our rights on Memorial Day.
5. Wished everyone a safe Memorial Day.

Council Member Marcelo Co

1. Urged City Council to endorse a resolution regarding the Moreno Valley Unified School District high school site location.
2. Since census figures are available, requested a consultant be designated for the City Council Redistricting by the time Council returns from recess.
3. City can get to the point of no taxes by promoting revenue based business strategies.
4. Encouraged the public to participate in the City Council proceedings.
5. Memorial Day is to recognize those who have sacrificed for our freedoms.

Council Member Robin N. Hastings

1. Advised that Moreno Valley residents received robo calls from Riverside County Sheriff's Association that contained misinformation. Board of Supervisors approved a 10% reduction for the Sheriff's Department which is comparable to other County employee reductions for a one year period. The reduction will result in a 5-7% decrease in the City of Moreno Valley's police contract, which will be $2-3 million reduction. The reduction will impact the unincorporated County areas; it does not impact the level of service in Moreno Valley.
2. Attended Career Day at Moreno Elementary School and acknowledged the participants.
3. Attended the play Kila'Delphia.
4. Will be judging the talent contest at Hendricks Ranch Elementary School.
5. Advised the County redistricting of the Moreno Valley supervisorial district will remain the same.
6. Invited everyone to attend the Memorial Day Ceremony on May 30, and reminded everyone to remember to thank a veteran.

Mayor Richard A. Stewart

1. *Press Enterprise* article on crime rates.
2. CSD Zone parks fee of $87.50 has not changed since 1988. Mixed-in

cost items from the General Fund into districts ignore the reality of law. The districts are set-up to benefit the district, vandalism increases costs, the administrative fee is capped, and the bottom line is property owners get what they pay for.

3. Economic Development Plan is not limited, concentrates on assets.
4. In 1988, Rick Moore secured permission to store a fire truck at the City Yard. When Mayor Stewart purchased the fire truck, he stored it at his partner's backyard and then donated it to a museum.
5. Public should address issues and leave personalities out of it. Attacking the single largest landowner and businessman is ill advised.
6. Panera Bread is open.
7. Attended the Student of the Year Dinner. Announced one of the students received a Congressional appointment to the United States Air Force Academy.
8. Commended the police department.
9. City Council workshop was very successful, saw a commonality among Council Members.
10. Praised Don Allard, who recently passed away, for his commitment to the community, working with students, charities and service clubs.

ADJOURNMENT

Motion to adjourn in memory of Don Allard by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II.
Approved by a vote of 5-0.

There being no further business to conduct, the meeting was adjourned at 8:37 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 14, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of May 18 – June 7, 2011.

Reports on Reimbursable Activities May 18 – June 7, 2011		
Council Member	Date	Meeting
William H. Batey II	5/25/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Marcelo Co	5/18/11	Western Riverside Council of Governments (WRCOG) Vital Leadership Seminar
	5/26/11	33rd Annual Law Enforcement Appreciation and Awards Ceremony
	5/27/11	Moreno Valley Black Chamber of Commerce Conference and Luncheon
	6/7/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Robin N. Hastings		None
Jesse L. Molina	5/18/11	Western Riverside Council of Governments (WRCOG) Vital Leadership Seminar
	5/24/11	Joe Bautista's Retirement Luncheon
Richard A. Stewart	5/26/11	33rd Annual Law Enforcement Appreciation and Awards Ceremony
	5/27/11	Moreno Valley Black Chamber of Commerce Conference and Luncheon
	6/4/11	Moreno Valley Chamber of Commerce Taste of the Valley

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: TRACT MAP 22709 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-44 authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 22709 is a 97-lot single family residential development located at the west side of Moreno Beach Drive, north of John F. Kennedy Drive that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, sewer, water facilities, pedestrian and vehicle bridges, and water quality basin. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $3,940,000 issued by Fidelity and Deposit Company of Maryland. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The*

required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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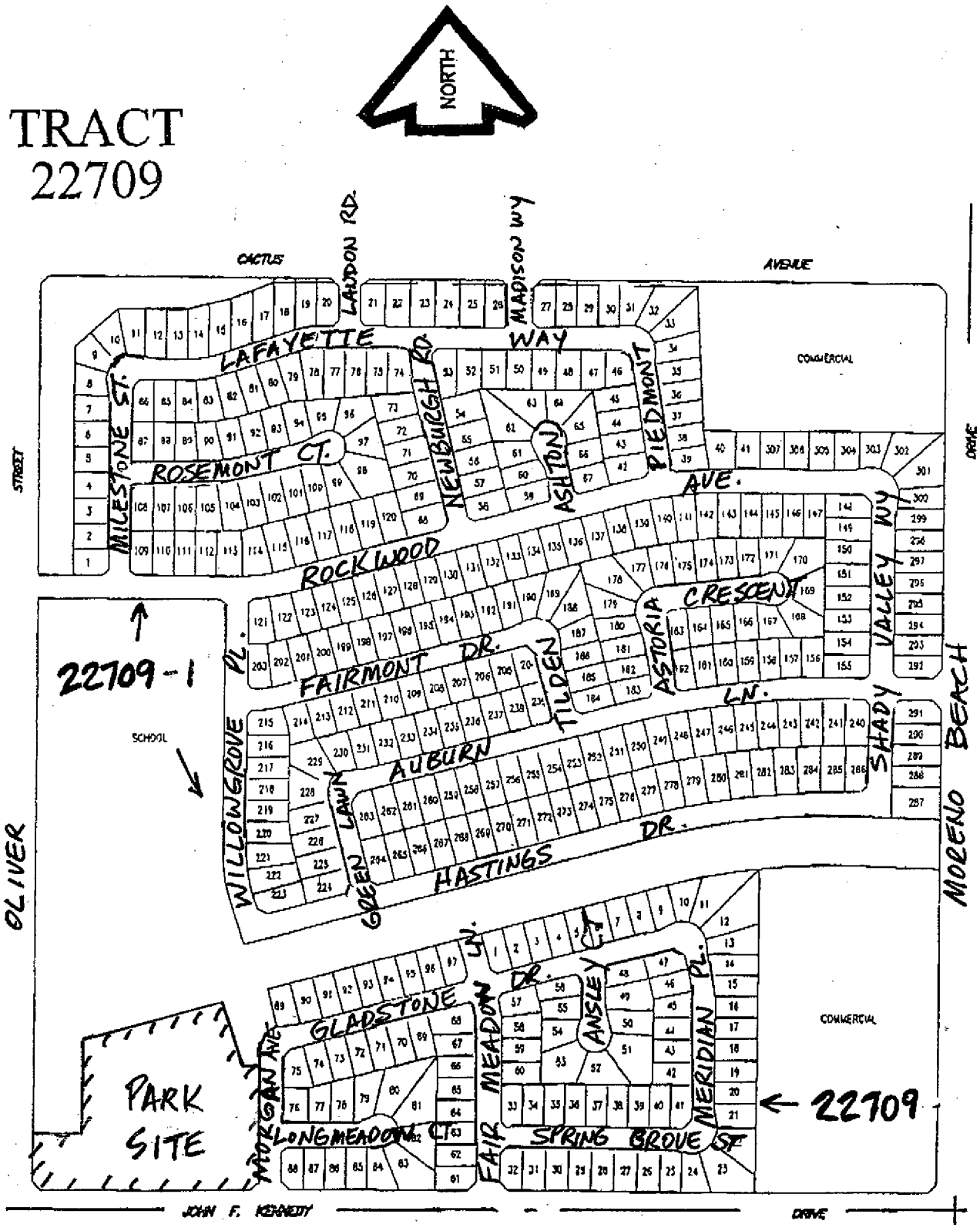

VICINITY MAP SHOWING TRACT 22709, 22709-1, & PARK SITE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** EXHIBIT 'A'	**TRACT 22709**

W:\LAND\FORMS\VICINITY MAP.doc (04/99)

Item No. A.4

MV00107292

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MV00107293

RESOLUTION NO. 2011-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 22709, AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by D.R. Horton, F.K.A. Western Pacific Housing, Inc. on Morgan Avenue, Longmeadow Court, Gladstone Avenue, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 22709, and accept Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN TRACT MAP 22709 ARE COMPLETE AND MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

EXHIBIT 'B'

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00107297

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PA04-0010 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – ONE MORENO VALLEY 240 LP
320 GOLDEN SHORE, SUITE 200
LONG BEACH, CA 90802-4217

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-45 authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

PA04-0010 is a 241-unit affordable apartment complex on 19.20 acres located on the east side of Perris Boulevard, approximately 600 feet south of John F. Kennedy Drive that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, wheelchair ramp, street lights, landscaping, storm drain, water, and sewer facilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $1,147,000 issued by Westchester Fire Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system.

Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P. E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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VICINITY MAP

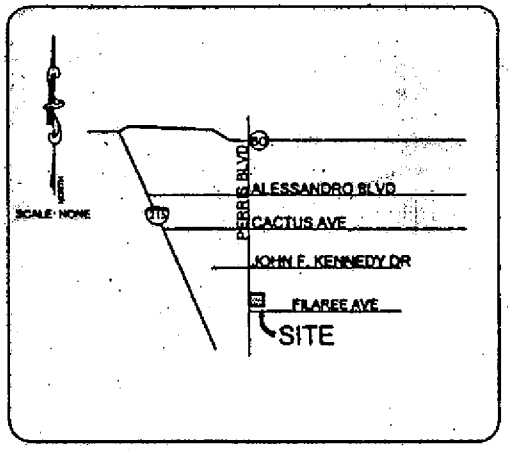

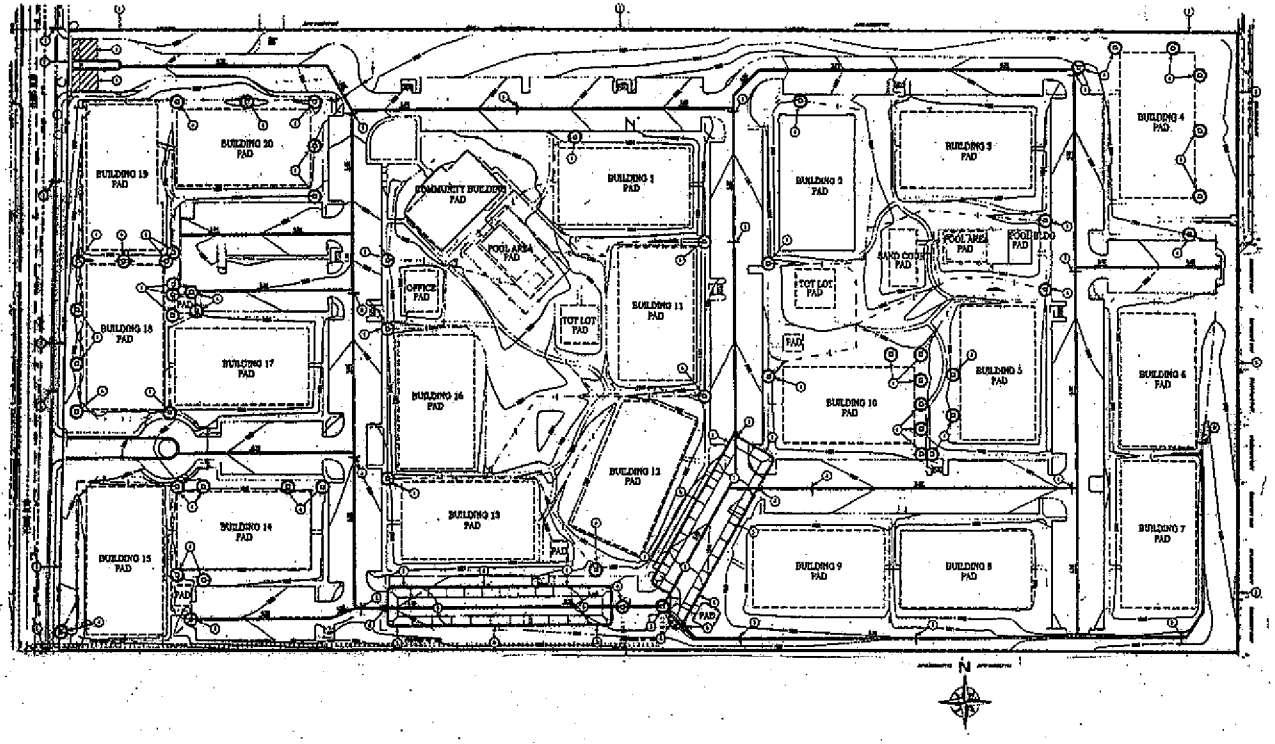

CITY OF MORENO VALLEY
PUBLIC WORKS – LAND DEVELOPMENT

PA04-0010
VICINITY MAP

EXHIBIT "A"

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MV00107303

RESOLUTION NO. 2011-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA04-0010, AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by One Moreno Valley 240 LP on the portion of Perris Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA04-0010 and accept the portion of Perris Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN PA04-0010 ARE COMPLETE AND THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 'B'

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: TRACT MAP 22709-1 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-46 authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno

Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 22709-1 is a 307-lot single family residential development located at the west side of Moreno Beach Drive, north of John F. Kennedy Drive that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, sewer, water facilities, pedestrian and vehicle bridges, and water quality basin. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $11,428,000 issued by Fidelity and Deposit Company of Maryland. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place,

Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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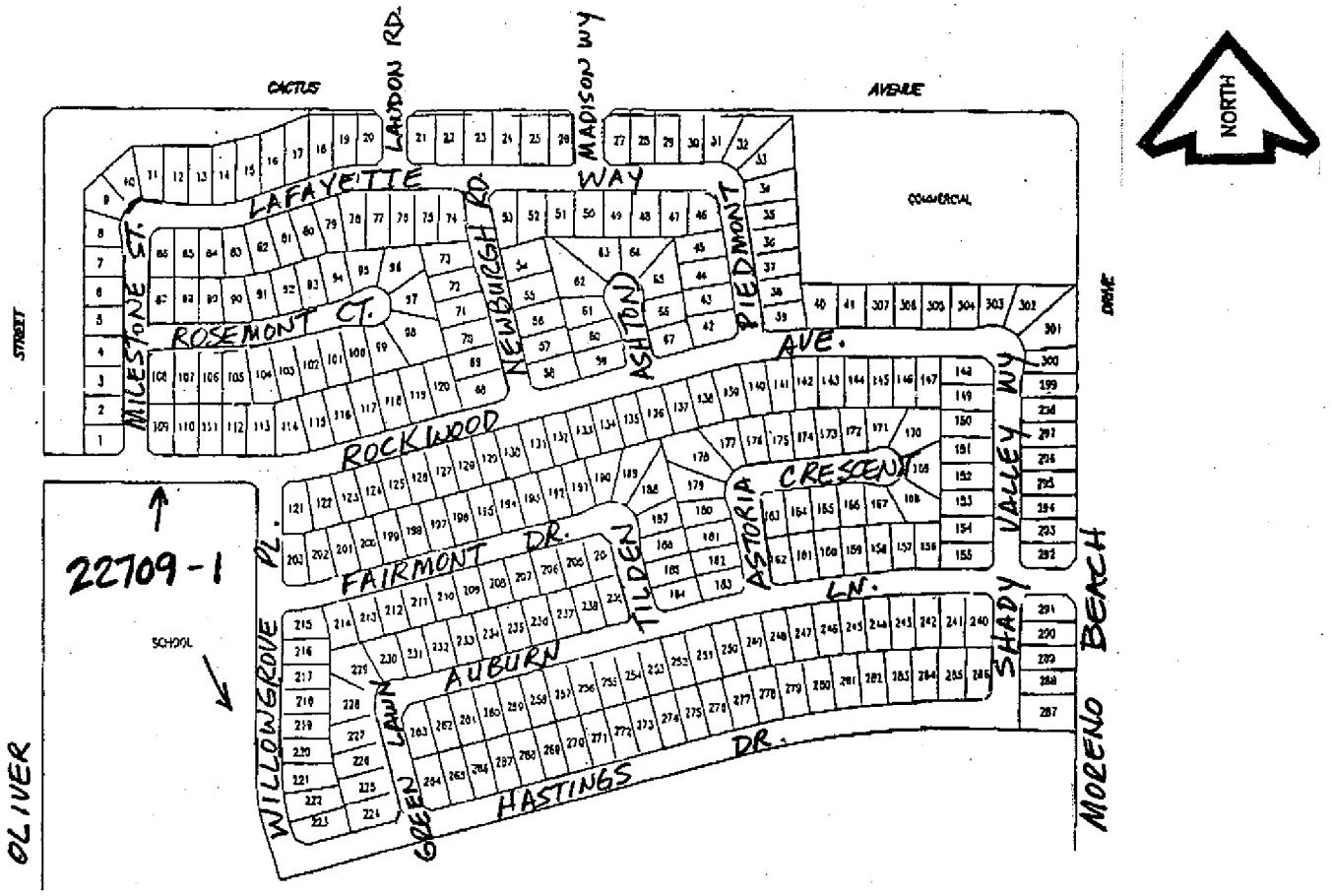

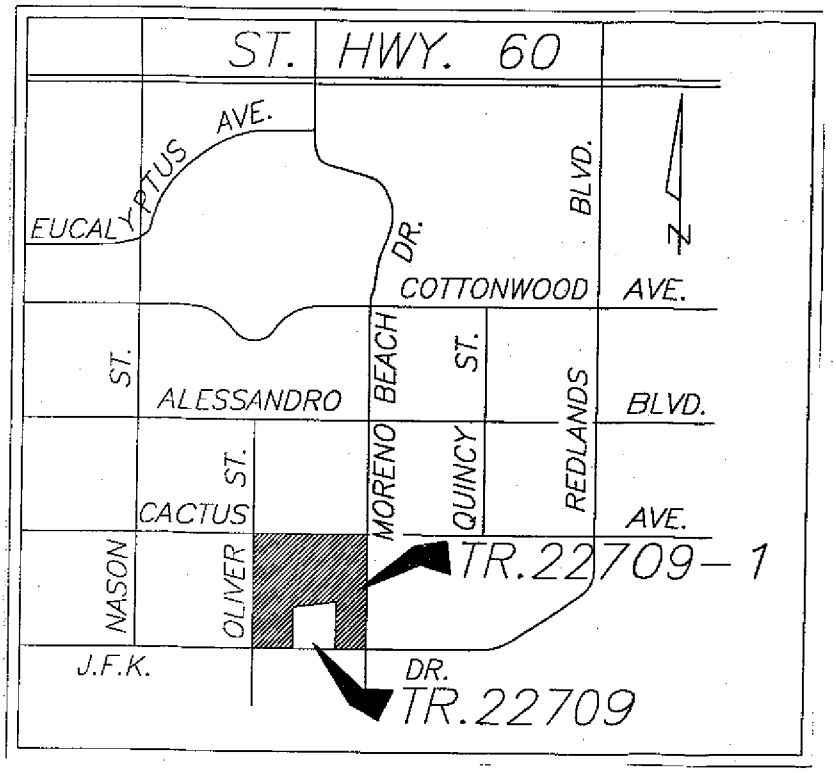

VICINITY MAP
NOT TO SCALE

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT EXHIBIT "A"	TRACT 22709-1 VICINITY MAP

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MV00107313

RESOLUTION NO. 2011-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 22709-1, AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCAIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by D.R. Horton F.K.A Western Pacific Housing, Inc. on Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 22709-1, and accept Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

EXHIBIT "B"

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN TRACT MAP 22709-1 ARE COMPLETE AND MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00107317

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: TRACT MAP 31327 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – D.R. HORTON, F.K.A. WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-47 authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 31327 is a 65-lot single family residential development located at the northeast corner of Alessandro Boulevard and Morrison Street that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lighting, traffic signal, electrical infrastructure, storm drain, sewer, and water work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $2,700,000 issued by The Continental Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The*

required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sage Brush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required public improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107322

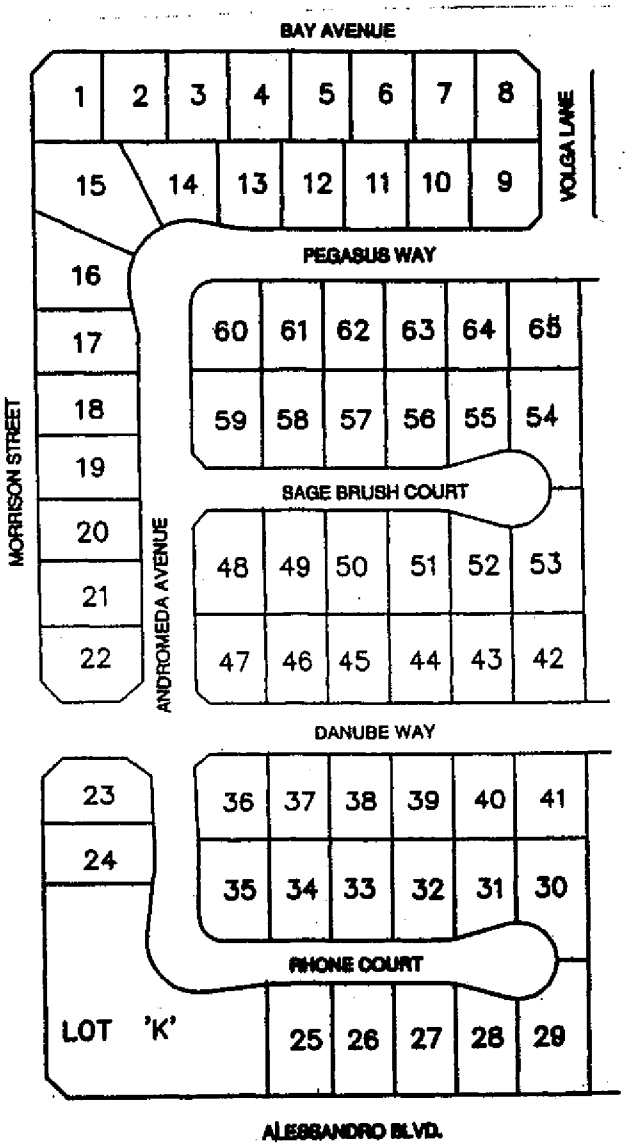

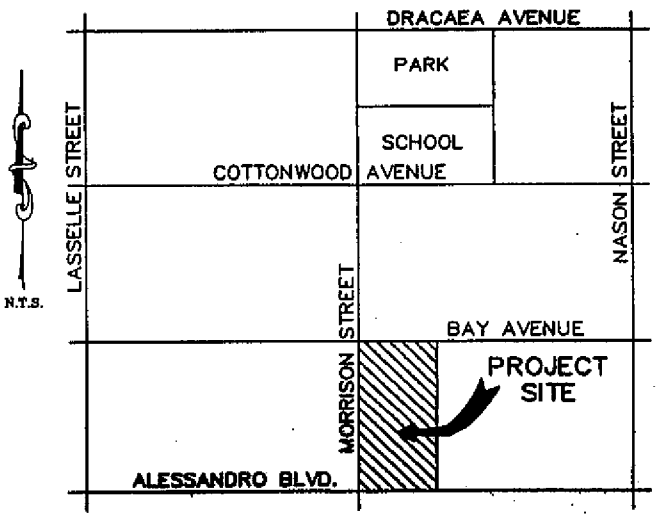

CITY OF MORENO VALLEY
PUBLIC WORKS – LAND DEVELOPMENT

TRACT 31327

EXHIBIT "A"

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MV00107323

RESOLUTION NO. 2011-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 31327 AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by D.R. Horton F.K.A. Western Pacific Housing, Inc. on Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 31327,and accept Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: THE PUBLIC IMPROVEMENTS WITHIN TRACT MAP 31327 ARE COMPLETE AND RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

EXHIBIT 'B'

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00107327

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: FINAL MAPS 29920, 29920-1, 29920-2, AND 29920-3--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND PACIFIC MORENO VALLEY, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Pacific Moreno Valley, Inc.;

2. Authorize the Mayor to execute the Maintenance Agreement;

3. Authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;

4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement;

5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney and;

6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

Pacific Communities has installed Best Management Practices (BMPs) within Final Maps 29920, 29920-1, 29920-2, and 29920-3 to mitigate the development's impacts on water quality. These BMPs include two water quality basins.

The City will maintain the landscaping within the water quality basins. Staff determined that a maintenance agreement and maintenance easements would be required since the water quality basins will be privately owned.

DISCUSSION

Pacific Communities is the developer and owner of Final Maps 29920, 29920-1, 29920-2, and 29920-3, generally located at the southeast corner of Iris Avenue and Grande Vista Drive. Pacific Communities is constructing the water quality basins to mitigate certain environmental impacts. Pacific Communities has formed a homeowners association (HOA), Pacific Moreno Valley, Inc., to retain ownership of the water quality basins.

The water quality basins not only provide mitigation for certain water quality impacts but also act as an extension of the City's storm drain system. Under the requirements of the 2010 National Pollutant Discharge Elimination System (NPDES) Permit, it is essential that the City monitors and ensures continued maintenance of the water quality basin that will accept storm water and non-storm water discharges from the development. Pacific Communities dedicated Maintenance Easements to the City for maintenance purposes on the final maps previously approved by City Council.

Authorizing the City to maintain the landscaping within the water quality basins will assist the City in the following ways:

- Assure continued maintenance of the required extensive landscaping within the water quality basins, and
- Comply with State and Federal regulations for monitoring storm water and non-storm water discharges to the City storm drains.

The maintenance agreement is necessary to guarantee long-term funding for public maintenance of the landscaping and to ensure continued access to the water quality basin. Some of the key components of the agreement include;

- Thirty (30) year term with provisions for extension(s).

- Identifies specific areas to be maintained by the City.
- Identifies schedules for maintenance.
- Minimum insurance requirements to be carried by the HOA.
- Establishment of a Trust Fund--the sole beneficiary to be the City. The fund must be maintained at three (3) times the deductible amount in the insurance policy.
- A provision that the HOA will assess the City charges via its HOA powers should the future residents remove the approved City maintenance charges via Proposition 218 election procedures.
- Annual City Maintenance Budget to include administrative overhead and CPI adjustment(s).
- Provisions for the City to levy on behalf of the HOA the Annual Levies needed to pay the City and/or create and release property liens should the HOA fail to perform its contractual duties.

ALTERNATIVES

1. Approve the Maintenance Agreement; authorize the Mayor to execute the Maintenance Agreement; authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement; authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement; authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney and; authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation. *Approval of this alternative ensures the water quality basins will be maintained by a public agency. This ensures the City remains in compliance with NPDES requirements.*

2. Do not approve the Maintenance Agreement; authorize the Mayor to execute the Maintenance Agreement; authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement; authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement; authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney and; authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation. *This alternative leaves maintenance of the water quality basins with the HOA. Additionally, the alternative may cause the City to be in non-compliance with NPDES requirements.*

FISCAL IMPACT

There is no fiscal impact associated with Alternative One. Pacific Communities previously approved the NPDES Rate Schedule.

CITY COUNCIL GOALS

The recommended action furthers City Council goals by:

1. Revenue Diversification and Preservation - It provides a means to ensure revenue is secured from private parties that receive special benefit for essential and mandated services from City programs.

2. Public Safety - It provides the necessary means to assist staff in implementing State and Federal regulations related to water quality.

SUMMARY

Pacific Communities and Pacific Moreno Valley, Inc. propose the City maintain the water quality basins within Final Maps 29920, 29920-1, 29920-2, and 29920-3, as a means to reduce pollutants in storm water and non-storm water discharges associated with the development. A maintenance agreement and maintenance easements between Pacific Moreno Valley, Inc. and the City are necessary to ensure long-term access, maintenance and funding are provided and secured for this area.

NOTIFICATION

Publication of Agenda

ATTACHMENTS/EXHIBITS

Attachment 1 – Maintenance Agreement by and between City of Moreno Valley and Pacific Moreno Valley, Inc.

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Kent Wegelin
Storm Water Program Manager

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\phuongh\Staff Reports\2011\Pacific Comm. TR 29920\Pacific MV M.A Staff Report.doc

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MV00107333

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

(Space Above for Recorder's Use)

MAINTENANCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
PACIFIC MORENO VALLEY, INC.

MAINTENANCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
PACIFIC MORENO VALLEY, INC.

This Maintenance Agreement ("**Agreement**") is made and entered into effective on the date ("**Effective Date**") the Mayor signs this Agreement. This Agreement is by and between PACIFIC MORENO VALLEY, INC., a California nonprofit mutual benefit corporation ("**Association**"), and the CITY OF MORENO VALLEY (the "**City**"). Each of Association and the City are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

PREAMBLE

A. Association is an incorporated homeowners' association responsible for the operation and maintenance of Association Property (as hereinafter defined) of a single-family residential development known as "Pacific Iris" located on Tract Nos. 29920, 29920-1, 29920-2 and 29920-3 in the City of Moreno Valley, County of Riverside, State of California ("**Project**"). Association's maintenance responsibilities are set forth in Article V of the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements Pacific Iris recorded against the Project (the "**Declaration**"). Unless otherwise expressly provided, all capitalized terms used in this Agreement shall have the definition and meanings set forth in the Declaration.

B. In satisfaction of the City conditions of approval for development of the Project, Association is required to enter into an agreement for the City to provide certain services relating to maintenance ("**Maintenance**") of certain improvements within the Project which are the responsibility of Association pursuant to the Declaration, including without limitation, certain water quality basins, which are located within the Common Area(s) ("**Association Property**"), all as more fully described in **Exhibit "A"**.

NOW THEREFORE, in consideration of the promises contained herein, the City and Association agree as set forth below:

1. Term. Subject to applicable law, the term ("**Term**") of this Agreement shall commence as of the Effective Date of this Agreement, and shall remain in effect for thirty (30) years from the Effective Date of this Agreement. At the end of such thirty (30) year period, this Agreement shall be extended for successive terms of thirty (30) years unless a document executed by each of the Parties hereto or their respective successors-in-interest cancels this Agreement or any portion hereof and said document is recorded in the office of the County Recorder of Riverside County. If applicable law limits the duration of the Term, then this Agreement shall be deemed to have a Term equal to the maximum Term permitted by law, and unless affirmatively terminated by the parties hereto, shall be deemed to be renewed and extended for successive maximum terms as permitted by law. The Maintenance shall commence at such time as such maintenance is required following the Effective Date of this Agreement. During the Term of this Agreement, the Parties hereby covenant and agree to negotiate in good

faith any changes to the terms set forth herein as then required by law or otherwise reasonably required.

2. Maintenance of Association Property by the City. After the termination of the Establishment Period (as defined in **Exhibit "B"**), and throughout the remaining term of this Agreement, the City shall directly provide all Maintenance of Association Property depicted on **Exhibit "A"** attached hereto. Such Maintenance shall include, without limitation, the maintenance responsibilities described on **Exhibit "B"** attached hereto and incorporated herein. For as long as it is authorized to do so, the City shall assess an annual levy, parcel charge, or fee (however such amount shall be denominated, the "**Annual Levy**") against the Lots within the Project designed and intended for the construction of a Residence and ownership by an individual Owner (hereinafter referred to as the "**Residential Lots**") for the cost and expenses related to the Maintenance.

3. Suspension of Payments of the City. For a period ("**Suspension Period**") commencing on the Effective Date of this Agreement and continuing to the date as of which the City is no longer able to assess, through Annual Levies, adequate charges against the Residential Lots within the Project for expenses incurred by the City relating to the Maintenance, Association shall not be responsible for the payment of any cost or expenses related to the Maintenance. Upon receipt of written notice from the City to Association at the address listed in **Section 8** hereof (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 8** hereof), informing Association of the City's inability to assess all or any portion of the Annual levies sufficient for the Maintenance, the Suspension Period shall terminate and Association shall have the absolute obligation to pay the City the full amount necessary to cover all costs and expenses related to the City's Maintenance of Association Property in excess of the amount that the City is able to assess directly against the Residential Lots (the "**HOA Payment Obligations**"). Further, Association hereby assigns to the City, and the City shall have, the first right to any amounts collected by Association from owners of Residential Lots ("**Owners**") in such amounts as necessary to satisfy the HOA Payment Obligations.

4. Budget and Reimbursement to the City. Following termination of the Suspension Period, the City shall prepare and provide to Association a budget for the next Fiscal Year (as defined below) for the Maintenance obligations described in **Exhibit "B" ("Budget")**, which Budget shall set forth the Fiscal Year expenses projected to be incurred by the City for Maintenance and operations of the City with respect to Association Property (including, without limitation, the City's administrative overhead). The expense projections in each year's Budget shall be based upon the Maintenance and operating expenses (including, without limitation, the City's administrative overhead) incurred by the City within the previous three (3) years, and may include (i) normal and customary reserves and contingencies, and (ii) cost of living increases based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the United States Department of Labor's Bureau of Labor Statistics. The Budget shall also reflect an amount for depreciation of facilities, if any, and a reserve for replacement of

plants and other improvements. Following the termination of the Suspension Period and Association's receipt of the Budget, Association shall make annual payments to the City for Maintenance and operations expenses incurred by the City as set forth in such Budget by July 1 of the Fiscal Year to which such payment applies. For the purposes of this Agreement, the City's "Fiscal Year" shall be July 1 through June 30, unless Association is otherwise notified of a change pursuant to **Section 8** hereof.

Notwithstanding any other provision herein, the parties hereto acknowledge, understand and agree that in the event that the right of the City to impose the charges contemplated herein is or becomes prohibited, then, notwithstanding such prohibition, it is the intention of the parties hereto to continue to have the City perform the Maintenance as contemplated hereby, and to have the costs therefor charged to Association. In the event that Association fails or is unable to so assess the Owners for the amounts that the City is prohibited from assessing as contemplated hereby, then, after no less than sixty (60) days prior written notice by the City that Association is in default, Association shall have the absolute obligation to pay the City, and the City shall have the right to collect the HOA Payment Obligations from Association. Further, if and to the extent that there is a change in applicable law, including, without limitation, Section 1367.1 of the California Civil Code (which the Parties acknowledge arguably prohibits an "Assignment" (as defined below)) such that an Assignment is clearly permitted (as reasonably determined by Association), the City shall have the option to require Association to assign to the City Association's right to directly assess Owners for such assessments, together with Association's corresponding remedies of lien and foreclosure provided in the Declaration in the event that any such Owner(s) fail to pay the required assessments (an "**Assignment**"). An Assignment pursuant to this paragraph is expressly subject to the following:

a. Any such delegation and/or assignment of assessment and/or lien rights shall be deemed a partial, non-exclusive assignment;

b. Association shall not make and expressly disclaims any representations and/or warranties that it has the right to assign any of its lien rights or rights to assess real property or levy assessments under the Declaration, and, if any assignment is made or deemed made, the City pursues same at its own risk; and

c. If any Assignment is determined, at any time, by any court or arbitrator, to not be permitted as a matter of law, the City shall immediately cease any actions related thereto.

5. Special Assessments and Increases in Assessments. This Agreement shall have no effect on Association's ability and right, in accordance with the terms of the Declaration, to (i) levy assessments, as may be required, or (ii) increase the budgeted amount of regular assessments, or (iii) to collect any parcel charges and to file assessment liens for such charges.

6. Obligations of Association. Association agrees as follows:

a. Association and its members shall not amend or repeal, directly or indirectly, the Declaration, or the restrictions described therein, and no rules or regulations of the

Board of Association shall be adopted, amended, or repealed, in each case which in any manner increases or may increase the obligations of the City, or decreases or may decrease the obligations of Association, under this Agreement, without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion;

b. Association may not assign, transfer, or hypothecate this Agreement or their rights or obligations hereunder; provided, however, that the parties hereto hereby agree and recognize that any right of the City to payment from Association in respect of the HOA Payment Obligations does not constitute an assignment or transfer of the rights or obligations under this Agreement. In addition, in view of the personal nature of this Agreement, Association agrees that, during the term of this Agreement, it will not sell, transfer, encumber, or otherwise dispose of Association Property, or any part thereof, without the prior written consent of the City, which consent the City may grant or withhold in its sole and absolute discretion, and any purported sale, transfer, hypothecation, or other disposition thereof, without such consent, shall be null and void ab initio; and

c. Association shall pay, the annual amount to the City required pursuant to **Section 4** hereof, if any, which payment obligation shall constitute a "Common Expense" as such term is defined in the Declaration.

7. Establishment and Maintenance of Trust Account.

a. No later than thirty (30) days after the approval of this Agreement by the legislative body of the City, Association and the City shall establish an irrevocable trust account to be held by the City (the "**Trust**" or the "**Trust Account**"), the sole beneficiary of which is the City. The purpose of such Trust shall be to: (i) fund any unfunded liability of Association associated with or arising from the Maintenance, or arising out of or related to the subject matter of this Agreement after giving effect to all applicable insurance as described in **Section 11** hereof; (ii) provide full or partial payment with respect to any lawsuit, claim, charge, or fine associated with the Maintenance; (iii) to pay any insurance premium associated with Association Property or the Maintenance thereof if Association shall default in its obligation to pay same pursuant to **Section 11** hereof; and (iv) pay any amounts not promptly paid by Association with respect to its indemnity under **Section 10** hereof. The amounts held in trust may be invested with other amounts held by the City.

b. The initial deposit into the Trust shall be made by Association and shall equal three (3) times the deductible amount in the insurance policy for bodily injury and property damage insurance that Association must furnish in accordance with **Section 11** hereof. Each year Association shall as quickly as reasonably possible and consistent with all applicable legal authorities increase the amount in the Trust as necessary so that after any additional deposit the Trust value shall equal at least three (3) times the then deductible amount under the then effective liability insurance policy purchased to meet the terms of **Section 11** hereof.

c. All interest earned, dividends paid, or other amounts that accrue to the benefit of Trust shall be credited in the Trust.

d. If any amount in the Trust is withdrawn at any time for any lawful purpose permitted hereunder, Association covenants and agrees to replenish such amounts within ten (10) days upon written notice of such withdrawal to an amount equal at least three (3) times the then deductible amount under the liability insurance policy purchased to meet the terms of **Section 11** hereof.

e. At such time as the amount in the Trust exceeds five times the highest annual liability insurance policy deductible for the preceding five years (the "**Maximum Trust Amount**"), any funds in excess of such Maximum Trust Amount will be paid to Association.

f. Notwithstanding anything to the contrary herein, monies shall not be withdrawn from the Trust (or if withdrawn shall be promptly replenished by the City) if the liability arises due to the City's gross negligence or willful misconduct.

g. The Trust amount will be invested by the City in any investment permitted under the Government Code at the time of such investment.

8. Notices. All notices, statements, or other documents which any party shall be required or desire to give to any other party hereunder must be in writing and shall be given by the party only in one of the following ways: (i) by personal delivery, or (ii) by addressing it as indicated below, and by depositing it, registered or certified mail, postage prepaid, in the United States mail. If so delivered or mailed, each such notice, statement, or other document shall be conclusively deemed to have been given when personally delivered, or forty-eight (48) hours after the date of mailing (excluding Saturdays, Sundays, and federal holidays), as the case may be. The addresses for notices and other communications, until further notice, are:

THE CITY:	City of Moreno Valley 14177 Frederick Street Moreno Valley, California 92553 Attn: Henry Garcia
ASSOCIATION:	Pacific Moreno Valley, Inc. c/o Euclid Management Company P.O. Box 1510 Upland, CA 91785-1510 Attn: Rosan Mickey

9. Resolution of Certain Disputes. Any dispute between the City and Association, which relates to this Agreement shall be settled between them by Judicial Reference as provided by California Law. Accordingly, any such dispute shall be heard by a referee pursuant to the provisions of the California Code of Civil Procedure, §§638 - 645.1, inclusive, and in connection therewith:

a. The Parties to such dispute shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt

and expeditious resolution of the dispute or controversy in accordance with the terms of this Agreement;

b. The Parties to such dispute shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the Parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may seek to have a referee appointed pursuant to the California Code of Civil Procedure §§638 and 640;

c. Subject to the limitations of this Section, the referee shall have the right to award all legal or equitable relief appropriate under the circumstances of the controversy before him or her;

d. The cost of such proceeding shall be apportioned among the Parties to the dispute in accordance with California Code of Civil Procedure §645.1. In no event shall any such reference proceeding or any appeal therefrom result in an award of punitive damages, and all such damages are hereby waived.

10. Indemnity.

a. Association agrees to indemnify, save, defend, and hold harmless the Community Services District of the City of Moreno Valley, the City, the Moreno Valley Redevelopment Agency, and their respective officers, agents and employees (all of the foregoing persons, other than Association, are collectively referred to as the "**City Indemnitees**") from and against any claim, action, damages, costs (including, without limitation, all attorney's fees and litigation costs), injuries, or liability (collectively referred to as "**Claims**") arising out of the performance of any action contemplated by this Agreement by Association. Should any of the City Indemnitees be named in any suit, or should any claim be brought against any of the City Indemnitees by suit or otherwise, arising out of performance by Association of services rendered pursuant to this Agreement, Association will defend each such City Indemnitee (at each such City Indemnitee's request and with counsel satisfactory to each such City Indemnitee) and will indemnify each such City Indemnitee for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the sole negligence or willful misconduct of such City Indemnitee.

b. The City agrees to indemnify, save, defend and hold harmless the Association and its officers, agents and employees from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, its officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any Claims arising from the negligence or willful misconduct of the Association, its officers, agents or employees.

11. Insurance.

a. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Association will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$1,000,000 per occurrence $ 500,000 Property Damage $2,000,000 aggregate
Business automobile liability	$1,000,000
Workers' compensation	Statutory requirement.

b. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed (i) to name the City, Moreno Valley Community Services District, Redevelopment Agency of the City of Moreno Valley, and their respective officials and employees as "additional insured" under said insurance coverage, and (ii) to state that such insurance will be deemed "primary" such that any other insurance that may be carried by any of the City Indemnitees will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancellable or subject to reduction except upon thirty (30) days prior written notice to the City Indemnitees.

c. [Intentionally Omitted]

d. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

e. Each of the City Indemnitees shall be named as additional insured on all policies of insurance except errors and omissions and workers' compensation.

f. Association will furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage.

g. Should Association, for any reason, fail to obtain and maintain the insurance required by this Agreement, the City may obtain such coverage at Association's expense and deduct the cost of such insurance from payments due to Association under this Agreement or terminate.

h. If the definitive insurance policy meeting the terms of **Section 11** and corresponding to the pro forma policy is not issued within ninety (90) days from the Effective

Date of this Agreement, then Association covenants and hereby agrees without defense or future objection that the City may do the following without any liability whatsoever:

i. Cease issuing building permits for the Project; and

ii. Cease issuing or otherwise approving certificates of occupancy for any aspect of the Project regardless of the date the building permit was issued.

i. Association further acknowledges and agrees that notwithstanding **Subsections 11(g)** and **11(h)** above, all of its other obligations under this Agreement will become effective and remain in full force and effect upon the execution and delivery of this Agreement and the delivery and acceptance by the City of the documents and material described in **Subsection 11(f)** above and/or the insurance policy.

The requirements for the insurance shall only terminate upon termination of this Agreement as specified in **Section 1** hereof.

12. Recordation. This Agreement and any amendment thereto shall be recorded within the records of the Office of the Recorder for the County of Riverside and shall constitute a covenant running with the land for all the parcels within the Project and shall be binding on Association, all property owners, administrators, executors, assigns, heirs, and all other successors in interest.

13. Default and Remedies. In the event Association fails to make the payments required under **Section 4** hereof, fails to obtain the insurance required under **Section 11** hereof, or fails to take any other required action under this Agreement, the City may take whatever action at law or in equity or under this Agreement to which it is entitled, including but not limited to an action for damages or for specific performance or otherwise to enforce performance and observance of any obligation, condition or covenant of Association under this Agreement. Notwithstanding anything else in this Agreement, if Association fails to obtain the insurance required under **Section 11** hereof, the City may obtain such insurance insuring the City, and if available, Association, and charge Association for same. As permitted under the Declaration, the City may recover such insurance costs and other costs associated with the remedies permitted hereby through the Regular Assessment as defined in the Declaration. In addition, the City shall be entitled to all of its costs associated with enforcing the terms of this Agreement, including, without limitation, attorneys' fees and costs, and court costs. Such costs may also be enforced through the Regular Assessments.

14. Miscellaneous. As used in this Agreement, all words in the masculine, feminine, or neuter gender, and the plural or singular number, shall each be construed to include the others whenever the context so requires. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Time is of the essence of this Agreement. No change in or addition to, or waiver or termination of this Agreement or any part thereof, shall be valid unless in writing and signed on behalf of each of the Parties hereto. Every provision of this Agreement is intended to be severable. If any term or provision

hereof is illegal or invalid for any reason whatsoever, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

THE CITY:

CITY OF MORENO VALLEY

By:_____
Name: Richard Stewart
Title: Mayor

ASSOCIATION:

PACIFIC MORENO VALLEY, INC., a California nonprofit mutual benefit corporation

By: Rosan Mickey
Name: Rosan Mickey
Title: President

By: _____
Name: Rebecca Ngai
Title: Vice President

Effective Date: _____

Attest:

_____
Jane Halstead, the City Clerk
Date

Approved As To Form:

_____
Robert L. Hansen, the City Attorney
Date

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On APRIL 13, 2011, before me, PRIMO ALEGADO ESTILLOMO, a Notary Public,
(ANNA ROSE MICKEY)
personally appeared ROSAN MICKEY AND REBECCA NGAI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PRIMO ALEGADO ESTILLOMO
Commission # 1858195
Notary Public - California
Orange County
My Comm. Expires Jul 17, 2013

Signature of Notary Public

Place Notary Seal Above

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On APRIL 13, 2011, before me, PRIMO ALEGADO ESTILLOMO, a Notary Public,
(ANNA ROSE MICKEY)
personally appeared ROSAN MICKEY AND REBECCA NGAI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PRIMO ALEGADO ESTILLOMO
Commission # 1858195
Notary Public - California
Orange County
My Comm. Expires Jul 17, 2013

Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"

Association Property

LOT "I" OF TRACT 29920-1 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THAT TRACT MAP RECORDED IN BOOK 369, PAGE(S) 10 – 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

LOT "G' OF TRACT 29920 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER THAT TRACT MAP RECORDED IN BOOK 417, PAGE(S) 90-93, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"

Maintenance of Association Property by the City

The purpose of the maintenance services program is to ensure the protection of water quality and stormwater control by the successful implementation of those landscape and irrigation improvements, located within Association Property identified in **Exhibit "A"**.

These maintenance guidelines are specifically tailored to establish and sustain material installed within Association Property. The City personnel with experience and knowledge in first flush/water quality ponds, plant habitat creation/preservation and landscaping and irrigation management will supervise all maintenance personnel.

For a minimum period of one hundred twenty (120) days (**"Establishment Period"**) following completion of the initial material installation including completion of the landscape and irrigation improvements by Association, Association will be responsible for the care and maintenance of all material and improvements. Association's involvement during this period is proven to increase the successful adaptation of the plant material.

Within fourteen (14) calendar days, following the Establishment Period and the submittal to the City of "As-Built" planting, irrigation and grading plans for all areas to maintained under this Agreement, the City will evaluate Association Property for health of plant material and determine whether the landscape and irrigation systems are fully operable. If judged satisfactory by the City, the Establishment Period will be considered concluded and the City will notify Association pursuant to **Section 8** of this Agreement. At that time, the long-term maintenance program will begin, and the City will assume the maintenance services identified herein. Should the City judge the health of plant material and/or the landscape and irrigation systems are not fully operable, the City will not assume maintenance services and will notify Association at the address set forth in **Section 8** of this Agreement (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 8** hereof) of its decision.

Maintenance Services

In accordance with the City's Plant and Irrigation Maintenance Specifications, and all applicable law or regulations, the City will perform the maintenance services on an as-needed basis within Association Property. The determination of when such services are needed will be in the City's sole discretion.

The City shall not perform or otherwise be responsible to implement any monitoring or mitigation compliance or certify to monitoring or mitigation compliance affecting Association Property pursuant to, (i) any conservation covenant or easement, and (ii) any permits issued by the United States Army Corps of Engineers or other similar governmental regulatory agencies.

No other services by the City may be implied or inferred without amendment or modification to this Agreement.

PACIFIC IRIS III & EAGLE
29920-1; 29920

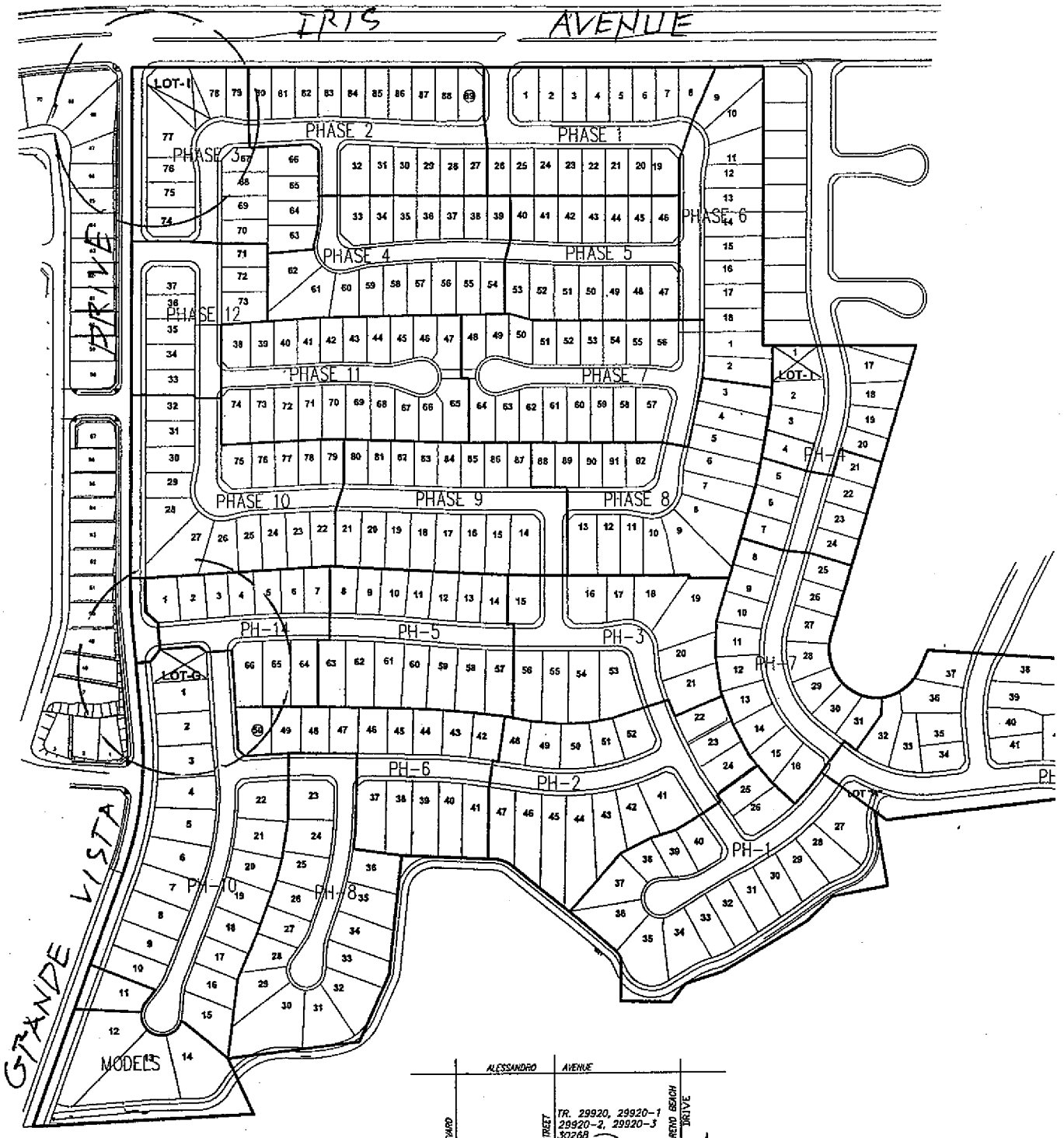

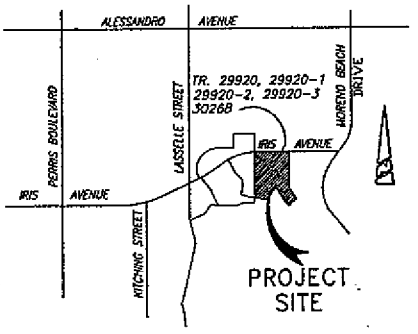

VICINITY MAP
NOT TO SCALE

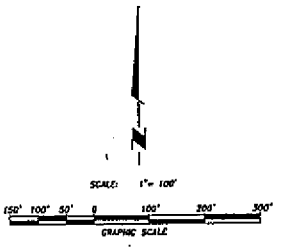

Item No. A.8

MV00107348

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MV00107349

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 87-1 (Towngate)

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1") approve and adopt the following:

1 Resolution No. 2011-48 to accept and approve the Special Tax Report for fiscal year (FY) 2011/12 regarding CFD No. 87-1; and

2. Resolution No. 2011-49 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1.

BACKGROUND

As part of the formation proceedings, CFD No. 87-1 was authorized to issue bonds. In April 1988, the Series A Bonds were sold in the amount of $9,000,000 to finance certain public infrastructure improvements. The Series B Bonds were sold in August 1991 in the amount of $12,000,000 to fund the remaining improvements within CFD No. 87-1.

In May of 1994, the legislative body of CFD No. 87-1 approved the issuance of the Special Tax Refunding Series A ($14,170,000) and Series B ($8,530,000) Bonds, which were sold on June 24, 1994. These bonds are collectively known as the "Prior Bonds".

In October of 2007, the legislative body of CFD No. 87-1 adopted Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1. On November 29, 2007, $10,665,000 of CFD No. 87-1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in debt service requirements from the Prior Bonds as a result of receiving a favorable interest rate. Construction and acquisition of public improvements within CFD No. 87-1 have been completed for more than a decade.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 87-1 was established to finance the capital costs for roadway improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were issued to provide funding for these improvements. Only commercial properties within CFD No. 87-1 are subject to the annual special tax to repay the bonded indebtedness. Subsequent increases in the special tax, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners.

DISCUSSION

The City Council shall have the opportunity to consider implementing the rate and method of apportionment of the special tax ("RMA") required to meet the special tax requirement for CFD No. 87-1, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer. Detailed within the Annual Special Tax Report is the calculation of the special tax levy as per the RMA to meet the FY 2011/12 special tax requirement.

The maximum special tax rate for CFD No. 87-1 is $11,500 per net acre. This amount is uniformly applied to developed property and may only be applied to undeveloped property if the maximum special tax levy on the developed property is insufficient to cover the annual special tax requirement.

The special tax will be levied per parcel and collected on the annual Riverside County property tax bills. Only taxable parcels within the boundaries of CFD No. 87-1 shall be subject to the special tax. The total special tax requirement will be funded through a combination of CFD No. 87-1 special tax, TownGate Specific Plan Area tax increment as provided by the Redevelopment Agency, and excess Reserve Fund interest earnings.

Additionally, City Council is being asked to approve and adopt a resolution to approve the submittal of the CFD 87-1 Annual Accountability Report in compliance with California Government Code Sections 53410 and 53411 ("Code Sections"). Sales of local bonds require the chief fiscal officer of the issuing local agency to file a report with its governing body at least once a year ("Annual Accountability Report"). Beginning with Fiscal Year (FY) 2008/09, and every year thereafter, Special Districts shall include the requirements of this Annual Accountability Report as part of the CFD 87-1 Annual

Special Tax and Bond Accountability Report which is on file in the office of the City Treasurer. The Annual Accountability Report provides the following information, as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

ALTERNATIVES

1. By approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1 shall: 1) Approve and adopt the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 and 2) Approve and adopt the submittal of the Annual Accountability Report in compliance with the Code Sections, as submitted in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. *This approval would allow collection of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Special Tax Refunding Bonds and comply with state reporting requirements.*

2. By not approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1 shall: 1) Not approve nor adopt the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 and 2) Not approve nor adopt the Annual Accountability Report, as submitted in the Annual Special Tax and Bond Accountability Report. *If the collection of the special taxes are not approved, there may be a shortage of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Special Tax Refunding Bonds. Bond reserves would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Annual Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

The fiscal impact will be a special tax applied to the FY 2011/12 tax bill for each of the taxable parcels within the boundary of CFD No. 87-1. **Funds collected through CFD No. 87-1 are restricted funds, which may only be used to pay the debt service for CFD No. 87-1.** The amounts of the individual charges are reported in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. There are no general fund expenditures involved with this special tax obligation. Specific uses of Redevelopment tax increment, as defined in various Owner Participation Agreements, may offset the special taxes. No single family residential property is affected by this special tax levy. There is no fiscal impact associated with filing a report in compliance with the Code Sections.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in their capacity as the legislative body of the Moreno Valley CFD No. 87-1, shall have an opportunity to consider implementing the RMA to provide the payment of annual debt service for the Bonds. Also being considered is the approval of the Annual Accountability Report for CFD No. 87-1. Both the RMA and the Annual Accountability Report for CFD No. 87-1 are described in the Annual Special Tax and Bond Accountability Report, which are on file in the office of the City Treasurer.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Exhibit A Resolution to accept and approve the Annual Special Tax Report for FY 2010/11 for CFD No. 87-1

Exhibit B Resolution to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1

Exhibit C Boundary Map for CFD No. 87-1

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE)

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the $9,000,000 City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Special Tax Bonds, Series "A" ("1988 Bonds"); and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the $12,000,000 City of Moreno Valley Towngate Community Facilities District No. 87-1 Special Tax Bonds, Series "B" ("1991 Bonds"); and,

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the City of Moreno Valley Community Facilities District No. 87-1 (Towngate) $14,170,000 Special Tax Refunding Bonds, Series A ("1994 Series A Bonds") and $8,330,000 Special Tax Refunding Bonds, Series B ("1994 Series B Bond") (collectively, the "Prior Bonds"); and,

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and,

WHEREAS, this legislative body, approved Resolution No. 2007-119 to authorize the issuance of 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at $10,665,000; and,

WHEREAS, this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and,

WHEREAS, an annual special tax report ("Report") for fiscal year ("FY") 2011/12, which fully sets forth all information concerning the District is on file in the office of the City Treasurer and is incorporated herein by this reference.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No. 87-1 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

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MV00107357

RESOLUTION NO. 2011-49

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) OF THE CITY OF MORENO VALLEY, APPROVING THE SUBMITTAL OF AN ACCOUNTABILITY REPORT IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 53410 and 53411 FOR COMMUNITY FACILITIES DISTRICT NO. 87-1

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and,

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file a report with its governing body no later than January 1, 2001, and at least once a year thereafter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE that the City of Moreno Valley submits the report in compliance with the above mentioned Government Code Sections, and that a copy of the Annual Accountability Report is on file in the office of the City Treasurer for review by the public upon request.

.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00107361

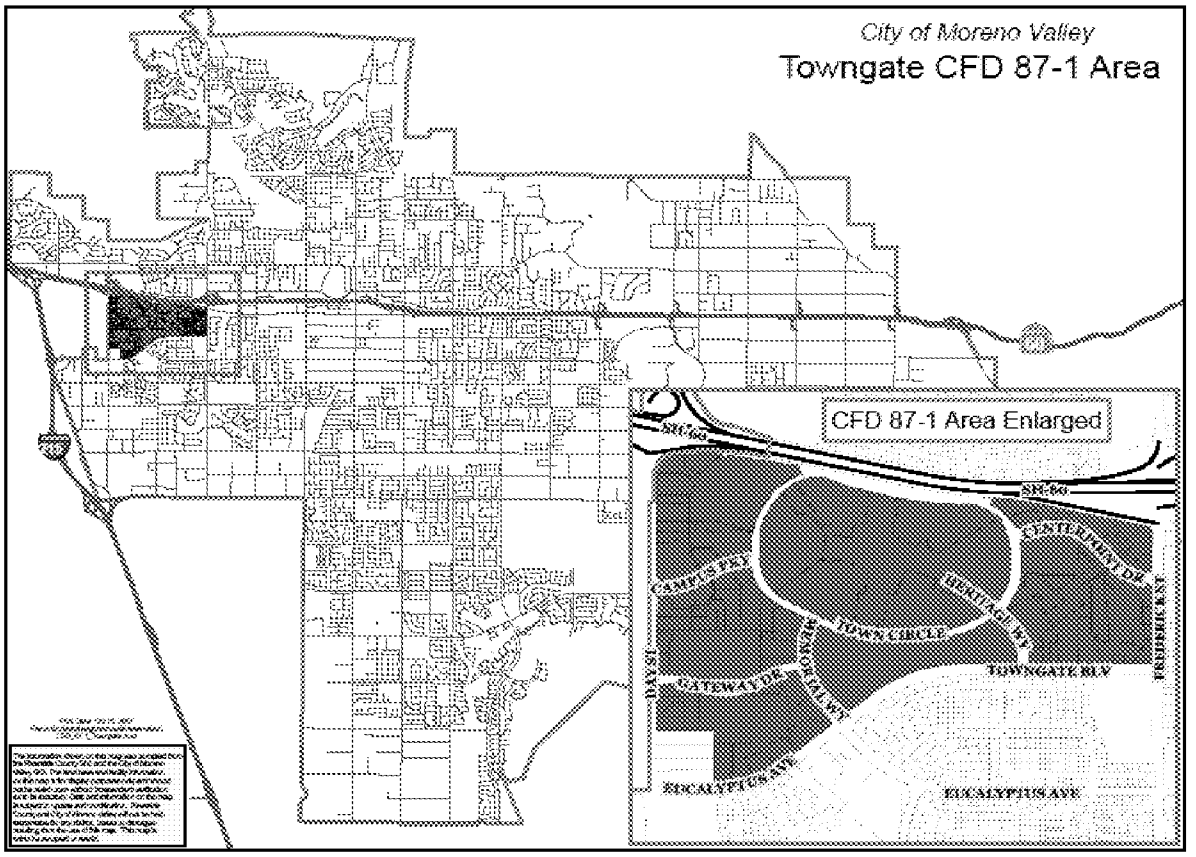
City of Moreno Valley
Towngate CFD 87-1 Area
CFD 87-1 Area Enlarged
SR-60
CAMPUS TR
TOWN CIRCLE
GATEWAY DR
DAY ST
TOWNGATE BLV
FRIDERICK ST
EUCALYPTUS AVE
EUCALYPTUS AVE

Exhibit C

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MV00107363

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1") approve and adopt the following:

1) Resolution No. 2011-50 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12 for CFD No. 87-1 Improvement Area No. 1; and

2 Resolution No. 2011-51 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1.

BACKGROUND

As part of the formation proceedings, CFD No. 87-1, Improvement Area No. 1 was authorized to issue bonds. On March 23, 1993, the Moreno Valley City Council approved Resolution No. 93-16 to authorize the issuance of $5,000,000 in bonds for CFD No. 87-1 Improvement Area No. 1, which were sold on June 24, 1994. The bonds contained a capitalized interest component, which precluded the necessity to levy a Special Tax for 1993/94; therefore, fiscal year (FY) 1994/95 was the first year for a Special Tax levy.

In October of 2007, the legislative body of CFD No. 87-1 Improvement Area No. 1 adopted Resolution No. 2007-120 to authorize the issuance of 2007 Special Tax Refunding Bonds ("Bonds") for CFD No. 87-1 Improvement Area No. 1. On November 29, 2007, $4,075,000 of CFD No. 87-1 Improvement Area No. 1 Bonds were sold. The issuance of the Bonds accomplished a net reduction in the debt service requirement from the refunded bonds as a result of receiving a favorable interest rate. Construction and acquisition of public improvements within CFD No. 87-1 Improvement Area No. 1 have been completed for more than a decade.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 87-1 Improvement Area No. 1 was established to finance the acquisition, construction, and/or installation of public facilities, which include sewer and water improvements, traffic signals, freeway ramps and land for a detention basin. Bonds were issued to provide funding for these improvements. Only commercial properties within the District are subject to an annual special tax to repay the bonded indebtedness. Subsequent increases, not addressed in the original CFD Report, will be subject to a two-thirds voter approval of the property owners.

DISCUSSION

The City Council shall have the opportunity to consider implementing the rate and method of apportionment of the special tax ("RMA") required to meet the special tax requirement for CFD No. 87-1 Improvement Area No.1, as submitted in the Special Tax Report on file in the office of the City Treasurer. Detailed within the Annual Special Tax Report is the calculation of the special tax levy as per the RMA to meet the FY 2011/12 special tax requirement. The special taxes for CFD 87-1 Improvement Area No. 1 shall be levied at a uniform rate per taxable acre on all parcels within each of two tax rate areas. Tax Rate Area 1 is responsible for 59% of the special tax levy up to the maximum special tax rate of $4,450 per taxable acre. Tax Rate Area 2 is responsible for 41% of the special tax levy up to a maximum special tax rate of $3,850 per taxable acre.

The special tax will be levied per parcel and collected on the annual Riverside County property tax bills. The special tax levy is applied only to those parcels within the boundaries of CFD No. 87-1 Improvement Area No. 1.

Additionally, City Council is being asked to approve and adopt a resolution to approve the submittal of the CFD 87-1 Improvement Area No. 1 Annual Accountability Report in compliance with California Government Code Sections 53410 and 53411 ("Code Sections"). Sales of local bonds require the chief fiscal officer of the issuing local agency to file a report with its governing body at least once a year ("Annual Accountability Report"). Beginning with FY 2008/09, and every year thereafter, Special Districts shall include the requirements of this Annual Accountability Report as part of the CFD 87-1 Improvement Area No. 1 Annual Special Tax and Bond Accountability

Report, which is on file in the office of the City Treasurer. The Annual Accountability Report provides the following information as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

ALTERNATIVES

1. By approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1, Improvement Area No. 1 shall: 1) Approve and adopt the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 Improvement Area No. 1 and 2) Approve and adopt the submittal of the Annual Accountability Report in compliance with the Code Sections, as submitted in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. *This approval will allow collection of funds necessary to pay the annual debt service on CFD No. 87-1 (Towngate) Improvement Area No. 1 Special Tax Refunding Bonds and comply with state reporting requirements.*

2. By not approving and adopting the proposed resolutions, the legislative body for CFD No. 87-1, Improvement Area No. 1 shall: 1) Not approve nor adopt the proposed resolutions for the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 Improvement Area No. 1 and 2) Not approve nor adopt the Annual Accountability Report, as submitted in the Annual Special Tax and Bond Accountability Report. *If the collection of the special taxes are not approved, there will be a shortage of funds necessary to pay the annual debt service on CFD No. 87-1 Improvement Area No. 1 Special Tax Refunding Bonds. Bond reserves would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting the viability of future bond sales. Filing of the Annual Accountability Report is a legal requirement, which would be a violation of the Code Sections.*

FISCAL IMPACT

The fiscal impact will be a special tax applied to the 2011/12 tax bill for each of the taxable parcels within the boundary of CFD No. 87-1 Improvement Area No. 1. **The funds collected through the CFD No. 87-1, Improvement Area No. 1 are restricted funds, which may only be used to pay the debt service for CFD No. 87-1, Improvement Area No. 1**. The amounts of the individual charges are reported in the Annual Special Tax and Bond Accountability Report on file in the office of the City Treasurer. There are no general fund expenditures involved with this special tax obligation. The property within the CFD No. 87-1 Improvement Area No. 1 boundary is commercial; therefore, there are no residential properties affected by this special tax levy. There is no fiscal impact associated with filing a report in compliance with the Code Sections.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 87-1 Improvement Area No. 1 bonded indebtedness shall be collected and accounted for in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in their capacity as the legislative body of the Moreno Valley CFD No. 87-1 Improvement Area No. 1, shall have an opportunity to consider implementing the RMA to provide the payment of the annual debt service for the Bonds. Also being considered is the approval of the Annual Accountability Report for CFD No. 87-1 Improvement Area No. 1. Both the RMA and the Annual Accountability Report for CFD No. 87-1 are described in the Annual Special Tax and Bond Accountability Report, which are on file in the office of the City Treasurer.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Exhibit A	Resolution to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 87-1 Improvement Area No. 1
Exhibit B	Resolution to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1
Exhibit C	Boundary Map CFD No. 87-1 Improvement Area No.1

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE REPORT FOR FISCAL YEAR 2010/11 REGARDING COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 Improvement Area No. 1 ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the $5,000,000 City of Moreno Valley Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 Special Tax Bonds; and,

WHEREAS, on October 27, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of $4,075,000 for Community Facilities District No. 87-1 Improvement Area No. 1; and,

WHEREAS, an annual special tax report ("Report") for fiscal year ("FY") 2011/12, which fully sets forth all information concerning the District is on file in the office of the City Treasurer and is incorporated herein by this reference.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, on file in the Office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No 87-1 Improvement Area No. 1 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the tax.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

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MV00107371

RESOLUTION NO. 2011-51

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 OF THE CITY OF MORENO VALLEY, APPROVING THE SUBMITTAL OF THE ANNUAL ACCOUNTABILITY REPORT IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 53410 and 53411 FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 IMPROVEMENT AREA NO. 1

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and,

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Accountability Report ("Report") with its governing body no later than January 1, 2001, and at least once a year thereafter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE that the City of Moreno Valley submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

Exhibit B

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00107375

Boundary Map

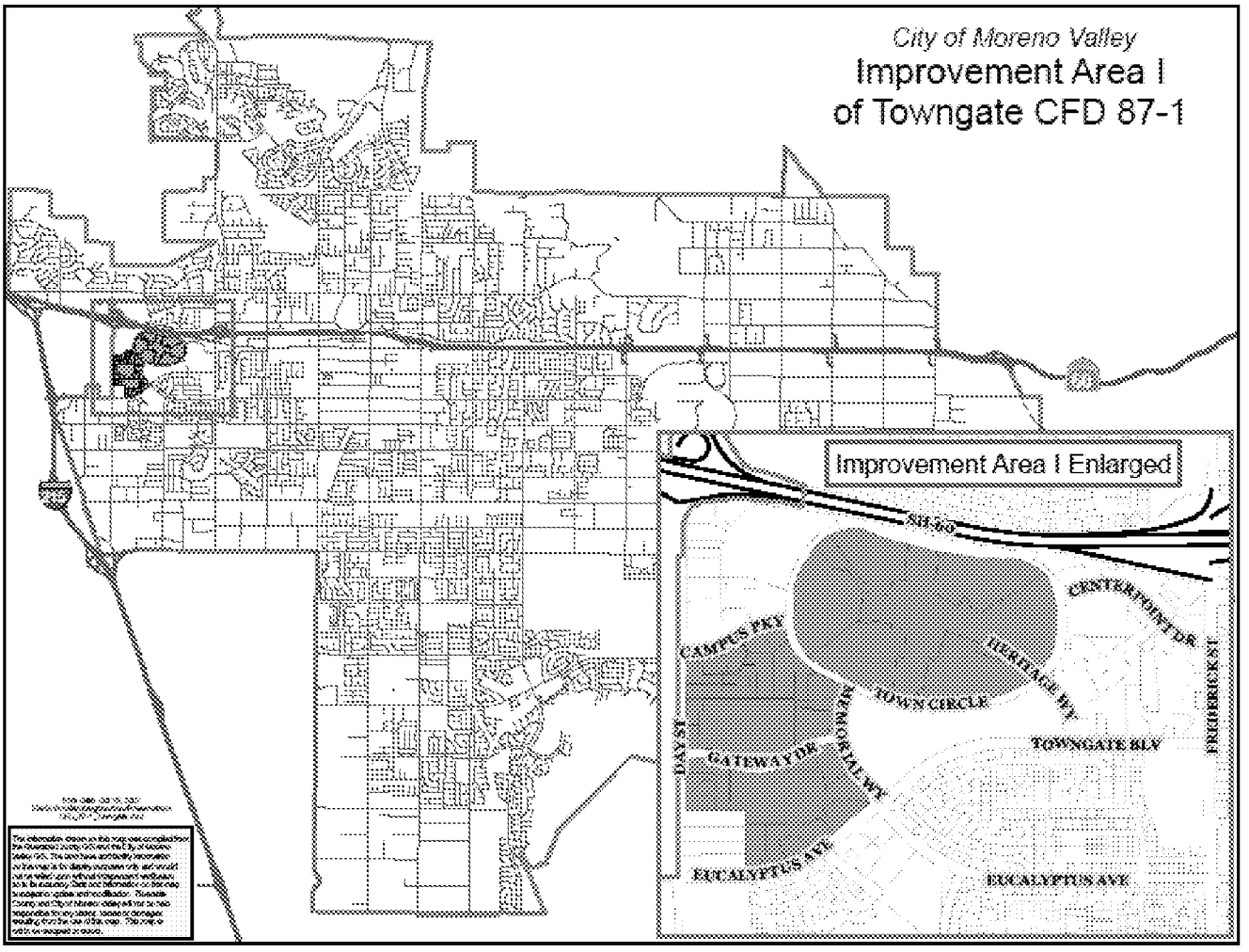

Exhibit C

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MV00107377

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of the Moreno Valley Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3"), approve and adopt Resolution No. 2011-52 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12, on file in the office of the City Treasurer.

BACKGROUND

The City of Moreno Valley Community Facilities District No. 2 (Auto Mall) ("CFD No. 2") formation permitted a bonded indebtedness in an amount not to exceed $14,700,000. The sale of bonds in June 1989 financed the construction and acquisition of infrastructure improvements. Except for funds set aside for traffic signal construction at the eastbound off ramp of State Route 60 and Moreno Beach Dr., the improvements were declared complete in 1993, and the excess improvement funds were used to retire $2,805,000 in bonds in December 1993. The traffic signal construction was completed June 14, 1996, and the remaining funds were used to call $95,000 in bonds on June 2, 1997.

There were special tax payment delinquencies on eleven (11) parcels within CFD No. 2. Landmark Land Company of California failed to remit their payments starting with the April 10, 1994 through December 10, 1999 installments on nine parcels. Foreclosure proceedings began in May 1994. The foreclosure was delayed due to bankruptcy proceedings against Oak Tree Federal Savings Bank, Landmark Land Company's

parent corporation. On February 7, 1997, a judicial foreclosure sale was held at the Riverside County Courthouse. No bids were received for the properties. In addition to the nine Landmark Land Company delinquencies, the Federal Deposit Insurance Corporation (FDIC) failed to make the April 10, 1997, through December 10, 1999, payments on two (2) parcels.

The bonds defaulted on December 1999, requiring City staff to work with the current auto dealerships and professional consultants to resolve the delinquencies by refinancing the outstanding debt and providing for the acquisition of the nonperforming parcels by new property owners.

On January 25, 2000, a Settlement Agreement, as developed through a combined effort of City staff, the Auto Mall dealerships, and professional consultants, was approved by the City Council. The City Council adopted the Amended and Restated Agreement on March 7, 2000. These agreements provided for the refinancing of the CFD No. 2 Special Tax Bonds and restructuring of the special taxes, remedied the Event of Default on December 1, 1999, reduced and discharged the delinquent ad valorem taxes and special taxes, provided for the disposition of the nonperforming parcels, facilitated development of the nonperforming parcels, established a defined interpretation of the calculation of special tax, and settled all claims. In March 2000, the City formed Community Facilities District No. 3 ("CFD No. 3") for the purpose of restructuring the special tax and issuing bonds to refinance CFD No. 2. On April 5, 2000, $8,075,000 of CFD No. 3 bonds were sold to refinance the outstanding CFD No. 2 bonds. At formation of CFD No. 3, the rate and method of apportionment ("RMA") established a maximum special tax rate that could be levied against properties within CFD No. 3.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. CFD No. 2 was established to finance the capital costs for public improvements, including grading, paving, sewers, sidewalks, landscaping, etc. Bonds were sold to provide the funding for acquisition of these improvements. Only properties benefiting from the improvements had annual special tax levies placed on the property tax roll to repay the bonded indebtedness. CFD No. 3 Special Tax Bonds, Series 2000 (the "Bonds"), were issued to refinance the CFD No. 2 bonds. Subsequent increases if required, not addressed in the March 7, 2000, CFD Report, will be subject to a two-thirds voter approval by the property owners.

DISCUSSION

The City Council shall have the opportunity to consider implementing the RMA required to cover the special tax requirement for CFD No. 3, as submitted in the Special Tax Report on file in the office of the City Treasurer. Detailed within the Annual Special Tax Report is the calculation of the special tax levy as per the RMA to meet the FY 2011/12 special tax requirement. The maximum special tax rates are based upon the assigned zone and development status for each parcel within CFD No. 3, as determined by the timing of the building permit. Developed parcels are those parcels that have a building permit issued prior to January of the current year. For each fiscal year following 2000/01, the Maximum Special Tax rates shall increase by an amount equal to 2% of

the Maximum Special Tax in effect for the prior fiscal year. The Maximum Special Tax applicable to each parcel, or portion thereof, shall be obtained by multiplying the taxable acreage for the parcel or portion thereof by the appropriate maximum special tax rate for the parcel's assigned zone as shown within the table below.

Community Facilities District No. 3 (Auto Mall Refinancing) MAXIMUM SPECIAL TAX RATES BY LAND USE CLASSIFICATION FOR FISCAL YEAR 2011/12		
Zone	Developed Property	Undeveloped Property
A	NA*	NA*
B	$14,921/Taxable Acres	$8,963/Taxable Acres
C	$9,946/Taxable Acres	$3,345/Taxable Acres

** Based upon the application of the RMA, properties located within Zone A of CFD No. 3 are not taxable after FY 2009/10.*

The special tax levy is applied only to those taxable parcels within the boundaries of CFD No. 3 and will be collected on the annual tax bills prepared by the County of Riverside. The debt service shall be paid from a combination of CFD special taxes and Redevelopment tax increment and limited project specific sales tax.

ALTERNATIVES

1. By approving and adopting the proposed resolution, the legislative body for CFD No. 3 shall approve and adopt the resolution to implement the rate and method of apportionment of the special tax levy required to cover the annual debt service of CFD No. 3, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer. *This approval would allow collection of funds necessary to pay the annual debt service on CFD No. 3 Bonds.*

2. By not approving and adopting the proposed resolution, the legislative body for CFD No. 3 shall not approve nor adopt the resolution to implement the rate and method of apportionment of the special tax levy required to cover the annual debt service of CFD No. 3, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer. *If the collection of the special taxes are not approved, there will be a shortage of funds necessary to pay the annual debt service on CFD No. 3 Bonds. Bond reserves cover the shortfall and/or the payments to the bondholders to prevent an event of default. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales.*

FISCAL IMPACT

The fiscal impact will be a special tax applied to the CFD No. 3 property owner's 2011/12 tax bill. The amounts of the individual charges are reported in the Annual

Special Tax Report on file in the office of the City Treasurer. **The funds collected through the CFD No. 3 are restricted funds, which may only be used to pay the debt service for CFD No. 3.** There are no general fund expenditures involved with this special tax obligation. Specific uses of parcel Redevelopment tax increment and sales tax revenues, as defined in various Participation Agreements, may offset the special tax.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

Special taxes necessary to repay the CFD No. 3 bonded indebtedness shall be collected in accordance with the provisions outlined within the RMA and the Bond Indenture.

SUMMARY

City Council, acting in their capacity as the legislative body of the Moreno Valley CFD No. 3, shall have an opportunity to consider implementing the RMA to provide the payment of the annual debt service of CFD No. 3, as submitted in the Annual Special Tax Report on file in the office of the City Treasurer.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Exhibit A Resolution to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 3

Exhibit B Boundary Map of CFD No. 3

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 3 OF THE CITY OF MORENO VALLEY (AUTO MALL REFINANCING)

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) ("District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 2000-27 ("Resolution") approving the form of the Bond Indenture ("Indenture") terms and conditions pertaining to the issuance of the Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing) Special Tax Bond, Series 2000 in the amount of $8,075,000 of the; and,

WHEREAS, the City has prepared and submitted the Annual Special Tax Report ("Report") for fiscal year ("FY") 2011/12, which fully sets forth all information concerning the District, which is on file in the office of the City Treasurer and is incorporated herein by this reference.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No. 3 as set forth in the Report and herby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the special tax.

Exhibit A

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

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MV00107385

Boundary Map

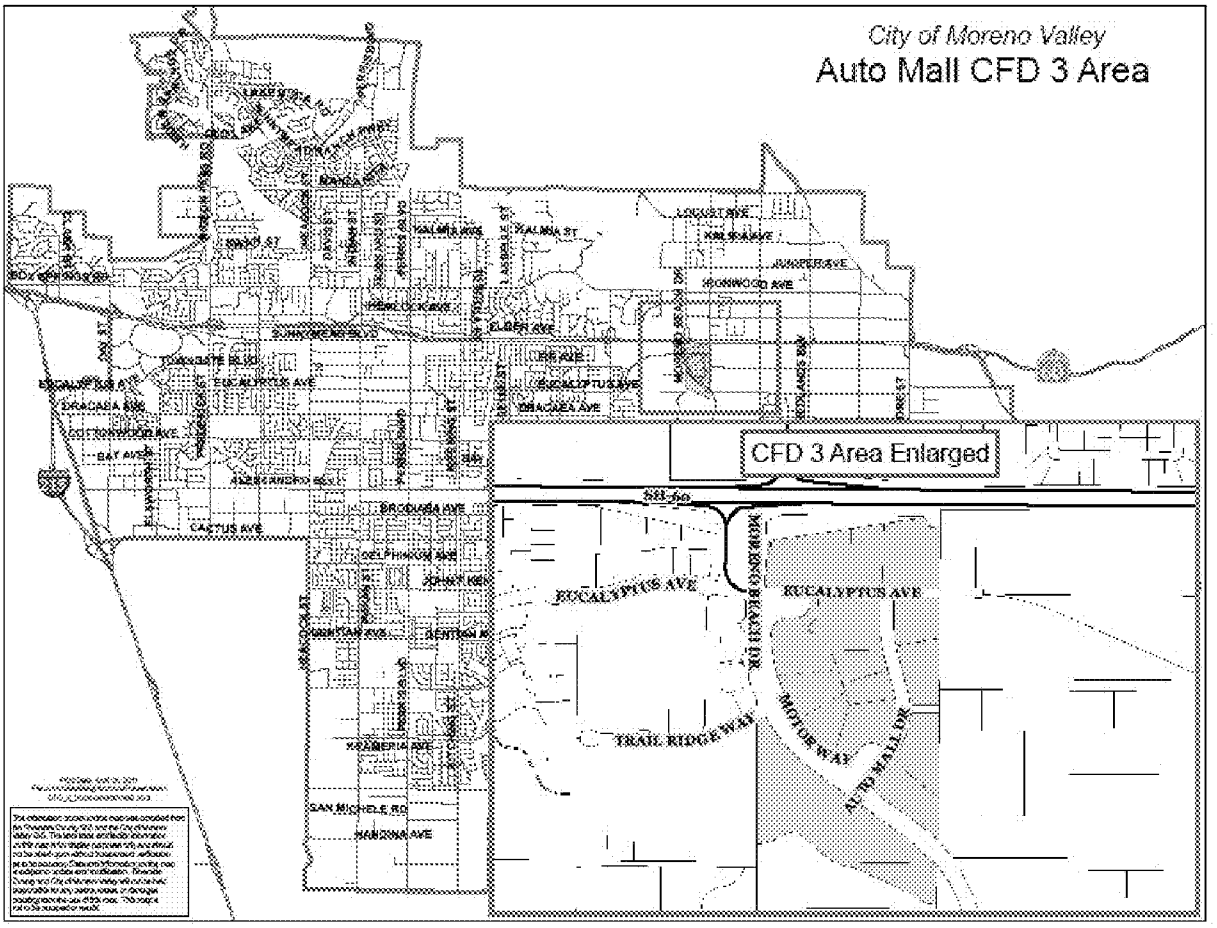

Exhibit B

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MV00107387

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 4—Maintenance

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ACCEPTANCE OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4—MAINTENANCE FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 4—Maintenance ("CFD No. 4—M") approve and adopt Resolution No. 2011-53 to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12.

BACKGROUND

Centerpointe Business Park is an industrial development area, which is generally located north of Cactus Avenue, south of Alessandro Boulevard, east of Frederick Street, and west of Heacock Street. As a condition of development, stormwater detention basin improvements were constructed to accommodate storm runoff within the Centerpointe Business Park industrial development area and adjoining properties.

On October 25, 2005, City Council adopted Resolution No. 2005-97 to form and establish CFD No. 4—M, to provide stormwater facilities maintenance, and to authorize the submittal of the levy of special taxes on properties within the Centerpointe Business Park industrial development, including adjacent properties that may in the future be annexed into CFD No. 4—M. Maintenance, as defined in the resolution to form CFD No. 4—M includes, but is not limited to, the provisions of all labor, materials, administration, equipment, utilities, and incidental expenses necessary to provide maintenance of the stormwater facilities.

DISCUSSION

The City Council shall have the opportunity to consider implementing the rate and method of apportionment of the special tax ("RMA") to cover the special tax requirement for CFD No. 4—M, as submitted in the special tax report on file in the office of the City Treasurer. Detailed within the annual special tax report ("Report") is the calculation of the special tax levy as per the RMA to meet the fiscal year ("FY") 2011/12 special tax requirement.

The maximum annual special tax for each tributary assessor's parcel of developed and undeveloped property, as established by the RMA, shall be increased each fiscal year thereafter, beginning in July 2007, by an amount equal to the Engineering News-Record Building Cost Index ("BCI") for the City of Los Angeles, measured as of the end of the calendar year. For FY 2011/12 the maximum special tax would be increased by 5.26% to $0.008978 per square foot of land area, based upon the application of the BCI. The special tax levy shall be applied proportionately on each parcel of developed and undeveloped property within the boundaries of CFD No. 4—M up to 100% of the applicable maximum annual special tax. The special tax levy per parcel will be collected on the Riverside County property tax bill. However, the special tax levy for the United States Postal Service, assessor parcel number 297-170-071, shall be direct billed.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 4—M. *This approval will allow collection of the special taxes necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4—M.*

2. **Do not approve or adopt the proposed resolution** to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 4—M. *If the special tax levy was not approved, there may be a shortage of funds necessary to fund ongoing maintenance and administrative costs associated with stormwater and detention basin facilities to service the properties within the boundaries of CFD No. 4—M.*

FISCAL IMPACT

There is no impact on the General Fund regarding the levy of the special tax for CFD No. 4—M. The fiscal impact for CFD No. 4—M will be a levy of a special tax applied to the property owner's FY 2011/12 tax bill or a direct bill for tax-exempt properties. The special tax levied on properties within the boundaries of CFD No. 4—M can only be used to cover the annual special tax requirement for this district. Properties within the boundaries of CFD No. 4—M consists of commercial and industrial developments; residential properties are not affected by this special tax levy.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
Special taxes necessary to fund CFD No. 4—M services shall be collected in accordance with the provisions outlined within the RMA.

SUMMARY

The City Council shall have an opportunity to consider implementing the levy for CFD No. 4—M, per the RMA, to provide ongoing maintenance and administrative services for the stormwater and detention basin improvements.

EXHIBITS

EXHIBIT A A proposed resolution to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12
EXHIBIT B Boundary Map of CFD No. 4—M
EXHIBIT C Future Annexation Area Map of CFD No. 4—M

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Facilities Districts CFD\CFD 4-Maintenance\Administration\Annual Report\2011-12\staff report and resolution\Staff_Report for CFD No 4-M annual report.doc

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MV00107391

RESOLUTION NO. 2011-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 4-Maintenance ("CFD No. 4-M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 approving the rate and method of apportionment of special taxes ("RMA") to authorize a levy of a special taxes within CFD No. 4-M; and,

WHEREAS, The City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2011/12; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 4-M as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

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MV00107395

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

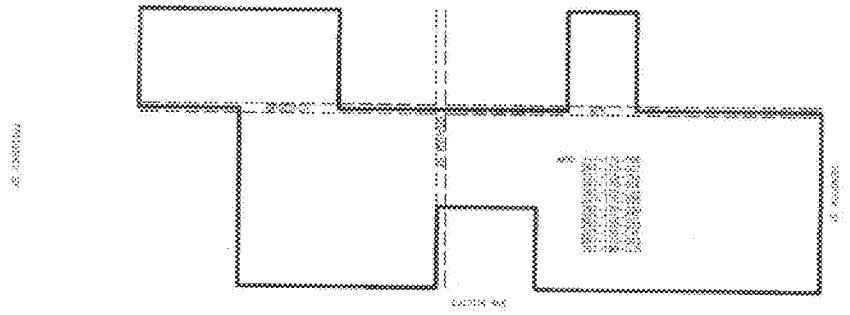

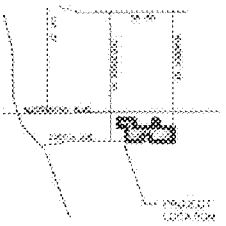

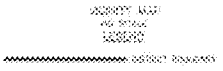

PROPOSED BOUNDARY MAP

Proposed Boundary of
Community Facilities District No. 4-Maintenance
of the City of Moreno Valley
County of Riverside, California

Sheet 1 of 2

EXHIBIT B

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MV00107397

FUTURE ANNEXATION AREA OF

COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

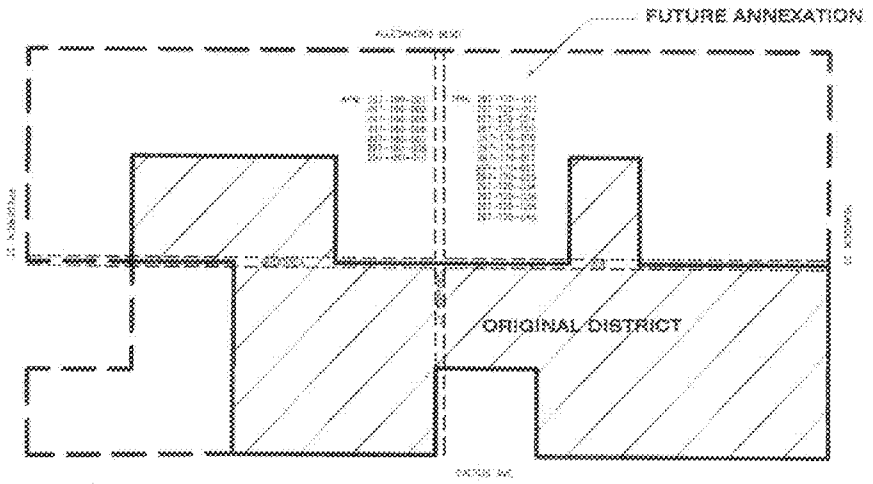

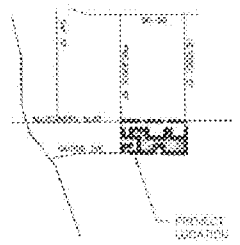

PROPOSED BOUNDARY MAP

Future Annexation Area of
Community Facilities District No. 4 - Maintenance
of the City of Moreno Valley
County of Riverside, California

Sheet 3 of 3

EXHIBIT C

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MV00107399

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council Acting in their Capacity as the Legislative Body of Moreno Valley Community Facilities District No. 5

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR FISCAL YEAR 2011/12 REGARDING MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5

RECOMMENDED ACTION

Staff recommends that the City Council acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt the following:

1. Resolution No. 2011-54 to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community Facilities District No. 5; and

2. Resolution No. 2011-55 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5.

BACKGROUND

Community Facilities District No. 5 ("CFD No. 5" or "District") consists of Stoneridge Towne Centre, which is zoned for commercial/retail use. The site, located at the northeast corner of the Nason Street and Fir Avenue, is approximately 64 gross acres, of which 33 are net taxable acres.

On October 25, 2005, City Council adopted Resolution No. 2005-104 to form CFD No. 5 to finance the capital costs related to the Stoneridge Towne Centre commercial development for street improvements (Nason Street, Dracaea Avenue, Eucalyptus Avenue, and Fir Avenue), traffic signals, water, sewer, drainage, and electrical improvements.

California Government Code Sections 53410 and 53411 ("Code Sections") state that any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures that include, but are not limited to, the chief fiscal officer of the issuing local agency filing an Annual Accountability Report with its governing body at least once a year. The Annual Accountability Report shall contain the specific purpose of the bonds, both the amount of funds collected and expended, and the status of any project required or authorized to be funded as identified in the statement indicating the specific purpose of the bonds.

DISCUSSION

Each year during the term of the debt, an Annual Special Tax Report must be approved by the City Council to provide funds for the annual debt service requirements. Detailed within the Annual Special Tax Report is the total annual debt service, administrative requirements, and the calculation of the special tax levy, as per the rate and method of apportionment ("RMA"), to meet the fiscal year ("FY") 2011/12 special tax requirement. The FY 2011/12 Annual Special Tax Report is on file with the City Treasurer.

The maximum annual special tax for developed and undeveloped property has been established by the RMA at $10,652.00 per acre for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement. The maximum special tax rate for FY 2011/12 is $11,760.65 per acre. Subsequent increases, not addressed in the RMA, will be subject to a two-thirds voter approval of the property owners.

The special tax is applied only to those taxable parcels within the District boundaries, excluding parcels not subject to the special tax. The special tax obligation for parcels owned by Target Corp and Kohls Dept Stores, Inc has been prepaid. These parcels are no longer subject to the special tax. The special tax levy is levied on taxable parcels on the annual Riverside County property tax bills.

The CFD No. 5 Annual Accountability Report provides the following accountability measure as required by the Code Sections:

a) The amount of funds collected and expended; and
b) The status of the project.

The Annual Special Tax Report and the Annual Accountability Report have been consolidated into the Annual Special Tax and Bond Accountability Report, which is on file in the office of the City Treasurer.

ALTERNATIVES

1. **Approve and adopt the proposed resolutions:** 1) to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 5 and 2) to approve the submittal of the Annual Accountability Report for CFD No. 5. A*pproval of the*

resolutions will allow for the collection of the special taxes necessary to cover the annual debt service for CFD No. 5 and to ensure compliance with the Code Sections.

2. **Do not approve or adopt the proposed resolutions:** 1) to accept and approve the Annual Special Tax Report for FY 2011/12 for CFD No. 5 and 2) to approve the submittal of the Annual Accountability Report for CFD No. 5. *If the special tax levy was not approved, there may be a shortage of funds necessary to cover the annual debt service for CFD No. 5. Bond reserves would be used to cover the shortfall and a technical default would occur. Default to bondholders may significantly impact the City of Moreno Valley's reputation in the bond market, thereby, possibly affecting viability of future bond sales. Failure to file the Annual Accountability Report would be a violation of the Code Sections.*

FISCAL IMPACT

There is no fiscal impact on the General Fund associated with the annual debt service or for the submittal of the Annual Special Tax and Bond Accountability Report for CFD No. 5. The fiscal impact will be a special tax applied to the 2011/12 Riverside County property tax bills for those parcels subject to the CFD No. 5 special tax. The special tax levied on properties within the boundaries of CFD No. 5 can only be used to cover the annual special tax requirement for the District.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
Special taxes necessary to cover the annual debt service for CFD No. 5 shall be collected in accordance with the provisions outlined within the RMA.

SUMMARY

The City Council acting in their capacity as the legislative body of CFD No. 5 shall have an opportunity to consider implementing the special tax levy for CFD No. 5, per the RMA, to cover the special tax requirement for CFD No. 5, as submitted in the Annual Special Tax Report. Also being considered is the approval and submittal of the Annual Accountability Report for CFD No. 5, which has been incorporated into the Annual Special Tax Report. The Annual Special Tax and Bond Accountability Report is on file in the office of the City Treasurer.

EXHIBITS

EXHIBIT A Resolution to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community Facilities District No. 5
EXHIBIT B Resolution to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5
EXHIBIT C Boundary Map of Community Facilities District No. 5

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Facilities Districts CFD\CFD 5 Stoneridge\Administration\Annual Reports\2011-12\staff report and resolutions\CFD 5 11_12 levy - Staff Report.doc

RESOLUTION NO. 2011-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 REGARDING COMMUNITY FACILITIES DISTRICT NO. 5

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 5 ("CFD No. 5" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 to authorize a levy of a special tax within CFD No. 5; and,

WHEREAS, The City has prepared and submitted the Special Tax Report ("Report") for FY 2011/12; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual debt service of Community Facilities District No. 5 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District, excluding parcels not subject to the special tax.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____
CITY CLERK

(SEAL)

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MV00107407

RESOLUTION NO. 2011-55

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 OF THE CITY OF MORENO VALLEY, APPROVING THE SUBMITTAL OF THE ANNUAL ACCOUNTABILITY REPORT IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 53410 and 53411 FOR COMMUNITY FACILITIES DISTRICT NO. 5

WHEREAS, Government Code §53410 requires that on or after January 1, 2001 any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and,

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Accountability Report ("Report") with its governing body no later than January 1, 2001, and at least once a year thereafter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE that the City of Moreno Valley submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City Treasurer for review by the public upon request.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

64/20

City

PROPOSED BOUNDARY OF

COMMUNITY FACILITIES DISTRICT No. 5 OF THE CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

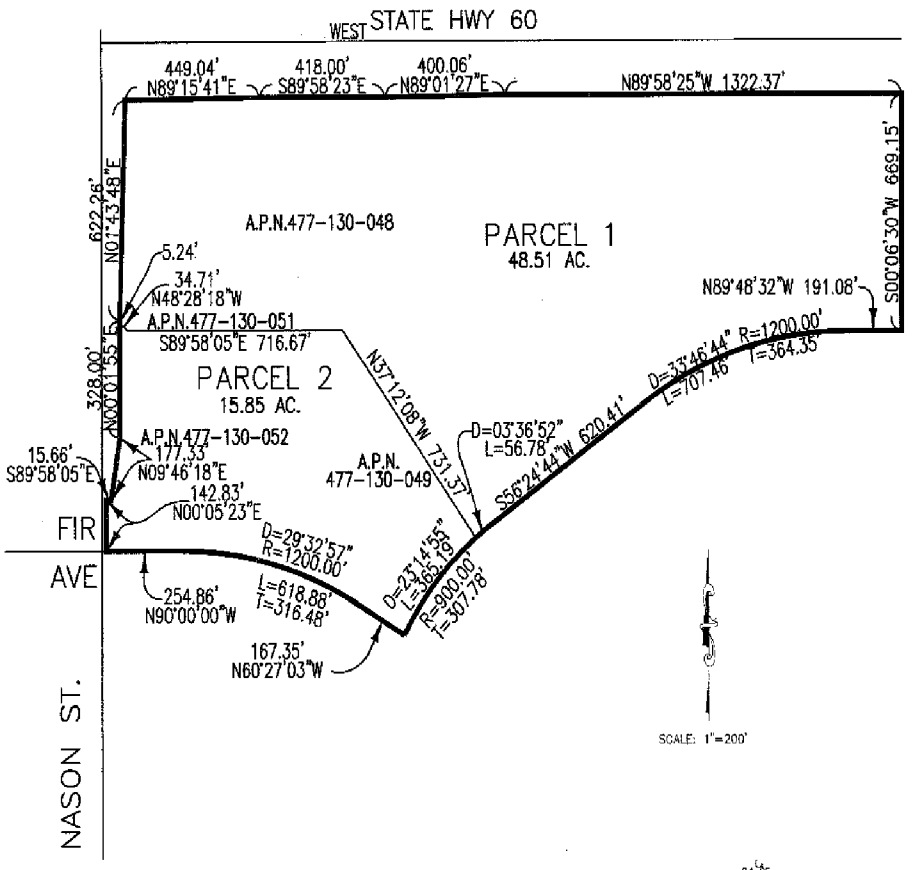

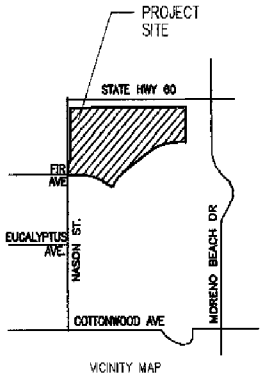

VICINITY MAP
NO SCALE

LEGEND

DISTRICT BOUNDARY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September 2005.

CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 5 CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE 13th DAY OF September 2005, BY ITS RESOLUTION No. 2005-78.

CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 20th DAY OF September 2005, AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 20 THROUGH — AS INSTRUMENT NO. 2005-0786291 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE $ 7

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

PROPOSED BOUNDARY MAP

Community Facilities District No. 5
of the City of Moreno Valley
County of Riverside, California

Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 655-3900 • FAX (949) 655-3995

04/22/05

D:\Moreno Valley\CFD\B\Map\CFD No 5 — Stonebridge Ranch.dwg

EXHIBIT C

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MV00107411

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: May 10, 2011

TITLE: PA04-0004 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS

SOUTHWEST CORNER OF BAY AVENUE AND PAN AM BOULEVARD

DEVELOPER – MOVAL BAY APARTMENTS, L.P.
5 PARK PLAZA
SUITE 980
IRVINE, CA 92614

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the acceptance of certain public improvements associated with the project.

2. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with project PA04-0004 for public improvements.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On June 24, 2004, the Planning Commission of the City of Moreno Valley approved PA04-0004. This project is a proposal to develop a 61-unit affordable apartment complex with recreational amenities on 3.6 acres of vacant land.

On July 11, 2006, the City Council of Moreno Valley approved the agreement and bonds for public improvements in the amounts of $207,000 for Faithful Performance and $103,500 Material & Labor. The developer was required to construct certain public street improvements that included driveways, asphalt pavement, sidewalk, curb & gutter, street lights, water, and sewer within Adrienne Street, Bay Avenue and Pan Am Boulevard. Those improvements received on-going inspection during the construction process. The improvements are now eligible for acceptance into the City's maintained street system. The City currently maintains the streets surrounding the project.

DISCUSSION

The completed improvements received a final inspection. The improvements were completed in accordance with the approved plans and standards of the City of Moreno Valley. It is therefore appropriate to accept those improvements and release the bonds.

ALTERNATIVES

1. Authorize the City Engineer to execute the exoneration of the bonds for public improvements.

2. Do not authorize the City Engineer to execute the exoneration of the bonds for public improvements.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Public Improvement Agreement with Bonds

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez
Senior Engineer, P.E.

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\5-10-11 - PA04-0004 - Exoneration of Agreement & Bonds.doc

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MV00107415

VICINITY MAP

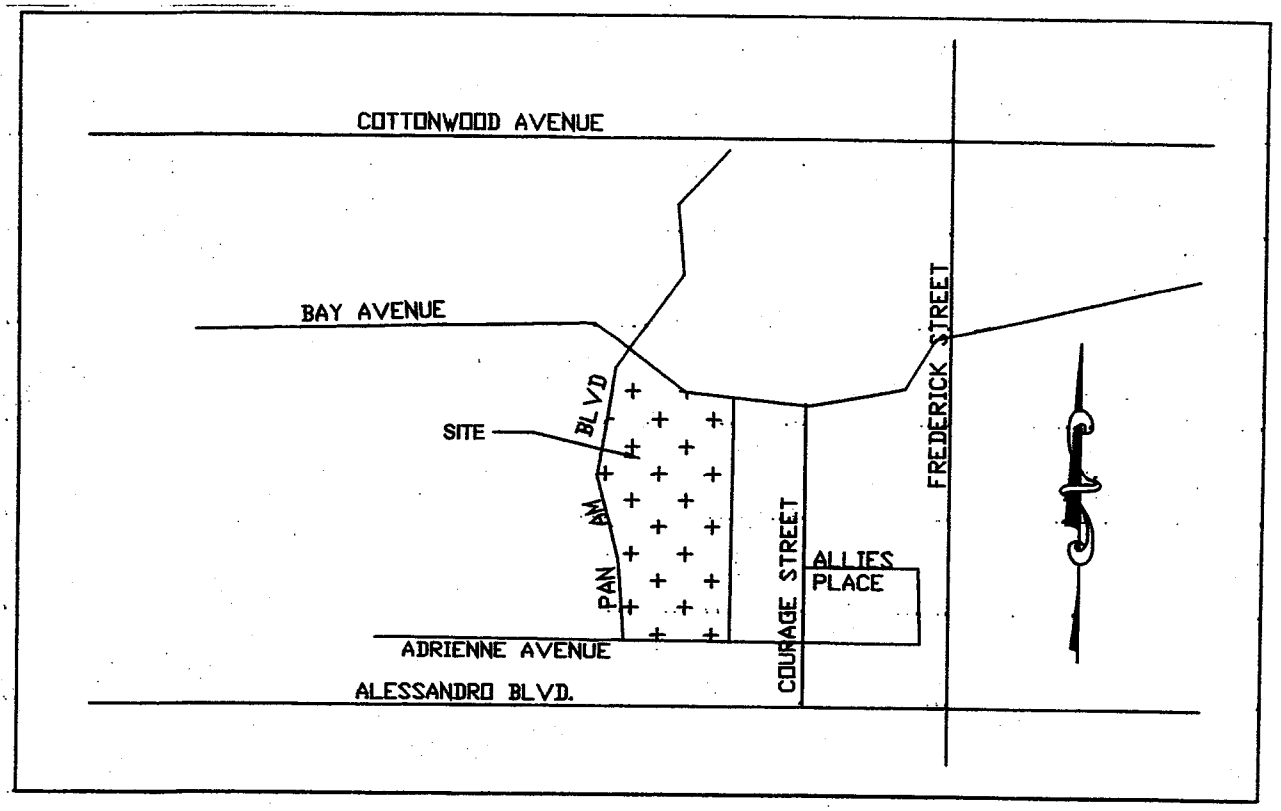

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** **EXHIBIT "A"**	**Bay Family Apartments** **PA04-0004**

W:\LAND\FORMS\VICINITY MAP.doc (01/04)

Item No. A.14

MV00107416

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MV00107417

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA04-0004

APN 291-272-001

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **MOVAL BAY APARTMENTS, L.P.,** herein after called Contractor, on the date signed by the Mayor of the City.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA04-0004** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO HUNDRED SEVEN THOUSAND AND NO/100** Dollars (*****$207,000.00*****).

SECOND: Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

EXHIBIT "B"

FOURTH: The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

EIGHTH: Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Contractor:
MoVal Bay Apartments, L.P.
5 Park Plaza, Suite 980
Irvine, CA 92614

IN WITNESS WHEREOF Contractor has affixed his name, address and seal.

Date approved by the City: July 11, 2006

MOVAL BAY APARTMENTS, L.P.:

By: Christina Alley, Chief Executive Officer
Title

By: President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: Marnie Campos Jr
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: Bonnie Flickinger
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 7/11/06

By: RDA
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

W:\LandDev\Lee Ann\Agreement Bond Packets\PA04-0004 Agreement.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On May 19, 2006, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

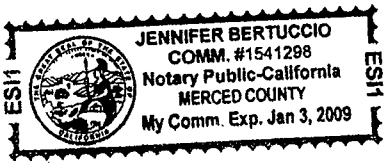

Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

MV00107421

EXHIBIT "A"
ENGINEER'S ESTIMATE

DATE: **01/24/06**
PREPARED BY: **Anitra Holt**

PROJECT: **PA04-0004**

STREET WORK

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation			0	C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)				
	0	S.F.	0	Ton	55.00	0
A.C.	0	Thickness (ft.)				
	0	S.F.	0	Ton	90.00	0
A.B. Class II	0.75	Thickness (ft.)				
	555	S.F.	30	Ton	55.00	1,660
A.C.	0.33	Thickness (ft.)				
	555	S.F.	13	Ton	90.00	1,195
A.C. Cap			0	Ton	90.00	0
A.C. Overlay			0	Ton	90.00	0
Grind & Pave 0.15'			0	S.F.	3.25	0
Curb and Gutter - 6"			70	L.F.	22.00	1,540
Curb and Gutter - 8"			0	L.F.	25.00	0
Curb Only - 6"			0	L.F.	18.00	0
Curb Only - 8"			0	L.F.	20.00	0
Cross Gutter and Spandrel			0	S.F.	15.00	0
Sidewalk			1125	S.F.	7.00	7,875
Driveway Approach - 6"			935	S.F.	14.00	13,090
Driveway Approach - 8"			0	S.F.	16.00	0
Alley Approach - 8"			0	S.F.	16.00	0
P.C.C. Paving - 6"			0	S.F.	14.00	0
P.C.C. Paving - 8"			0	S.F.	16.00	0
A.C. Berm - 6"			0	L.F.	10.00	0
A.C. Berm - 8"			0	L.F.	15.00	0
Slurry Seal (Based on $150/Ton Type II)			0	S.Y.	2.25	0
Redwood Header			0	L.F.	6.00	0
Sawcut			190	L.F.	1.50	285
Trench Repaving			1920	S.F.	12.00	23,040
Utility Trench			328	L.F.	17.00	5,576
Wheelchair Ramp			0	EA.	1,200.00	0
Street Name Sign			0	EA.	500.00	0
Stop Sign			1	EA.	200.00	200
Barricade			0	L.F.	100.00	0
Warning Markers - Type L, Type N			0	EA.	100.00	0
Signs and Posts			0	EA.	200.00	0
Street Sweeping Sign			0	EA.	200.00	0
Bus Bay			0	EA.	20,000.00	0
Traffic Striping/raised pavement markers			1	L.S.	2000	3,500
Traffic Signal (Includes Interconnect, Controller, Software			0	EA.	272,000.00	0
Traffic Signal Interconnect (Existing Signals Only)			0	L.F.	30.00	0
Walls - Masonry: 6' Maximum			0	L.F.	100.00	0
Walls - Retaining: 6' Maximum			0	L.F.	150.00	0
Relocate Trees			0	EA.	2,500.00	0
1/2 Alley Apron			0	S.F.	16.00	0
Street Lights (9500 lumen)			4	EA.	4,000.00	16,000
Street Lights (22000 lumen)			0	EA.	5,000.00	0
Adjust M.H. to Grade			0	EA.	800.00	0
Adjust Water Valve to Grade			0	EA.	400.00	0
Erosion Control			4	Ac.	10,000.00	35,000
Cluster Mail Boxes			1	EA.	4,500.00	4,500
Electrical Utility Infrastructure			0	EA.		
Electrical Utility Line Extension			1	L.F.	135.00	
					SUBTOTAL:	113,461
Landscaping			0	S.F.	6.00	0
Water Quality Basins			0	S.F.	6.00	0
					SUBTOTAL:	0
Monuments:			0.00	EA.	100.00	$0

Item No. A.14

MV00107422

PROJECT: **PA04-0004**

DATE: **01/24/06**
PREPARED BY: **Anitra Holt** Ha

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	S.F	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
Rip Rap	0	TON	60.00	0
Parkway Drain	0	EA.	3500.00	0
Terrace Drain	0	S.F	10.00	0
Down Drain	0	S.F	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
			SUBTOTAL:	0

EXHIBIT "A"

PROJECT: PA04-0004

DATE: 01/24/06
PREPARED BY: Anitra Holt

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	180.00	0
18" Water Pipe	0	L.F.	135.00	0
16" Water Pipe	0	L.F.	90.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	48	L.F.	50.00	2,400
6" Water Pipe	0	L.F.	40.00	0
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	5,000.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	2	EA.	1,000.00	2,000
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	0	EA.	800.00	0
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	2	EA.	3,000.00	6,000
Misc. Fittings (Tees, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	2	EA.	200.00	400
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	0	EA.	2,500.00	0
Blow Off 4"	0	EA.	2,000.00	0
Air Vac & Release 2"	0	EA.	3,000.00	0
Air Vac & Release 1"	0	EA.	2,000.00	0
Meter 2" W/O Service	0	EA.	455.00	0
Meter 1 1/2" W/O Service	0	EA.	360.00	0
Meter 1" W/O Service	0	EA.	270.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
Service Connections 2"	1	EA.	1,600.00	1,600
Service Connections 1 1/2"	0	EA.	1,100.00	0
Service Connections 1"	1	EA.	500.00	500
Hot Tap 8"	4	EA.	2,800.00	11,200
Hot Tap Water Service	1	EA.	330.00	330
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
			SUBTOTAL:	24,430

Item No. A.14

MV00107424

EXHIBIT "A"

PROJECT: PA04-0004

DATE: 01/24/06
PREPARED BY: Anitra Holt

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	435	L.F.	30.00	13,050
6" V.C. Pipe	0	L.F.	25.00	0
4" V.C. Pipe	0	L.F.	20.00	0
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	2	EA.	3,000.00	6,000
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Raise Manhole to Grade	0	EA.	300.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	1	EA.	600.00	600
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	1820	S.F.	3.00	5,460
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	1820	S.F.	5.00	9,100
			SUBTOTAL:	34,210

EXHIBIT "A"

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA04-0004

DATE: 01/24/06
PREPARED BY: Anitra Holt

IMPROVEMENT TYPE:

ROADWORK	:	$113,461
STORM DRAIN	:	$0
WATER SYSTEM	:	$24,430
SEWER SYSTEM	:	$34,210
SURVEY MONUMENTS	:	$0
TOTAL COST OF IMPROVEMENTS:		$172,101
+20% CONTINGENCY:		$34,420
GRAND TOTAL:		$206,521

BOND AMOUNT: **$207,000**

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Final premium amount is based upon actual final contract price

Public Improvements $207,000.00

Project No. PA04-0004

Bond No. 726125S

Premium $6,210.00 / 2 Years

Surety Developers Surety and Indemnity Company A-VI (CA)

Principal MoVal Bay Apartments, L.P.

Address 17780 Fitch

Address 5 Park Plaza, Suite 980

City/Zip Irvine, CA 92614

City/Zip Irvine, CA 92614

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MOVAL BAY APARTMENTS, L.P.,** as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA04-0004**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Developers Surety and Indemnity Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **TWO HUNDRED SEVEN THOUSAND AND NO/100** Dollars (*****$207,000.00*****), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RISK MANAGEMENT
Approved
6/5/06

Item No. A.14

MV00107427

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA04-0004

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on May 26, 20 06.

NAME OF PRINCIPAL: MoVal Bay Apartments, L.P.
Company Name

AUTHORIZED SIGNATURE(S): By

Name Andrew Hanna — Title President

Name Christina Alley — Title Chief Executive Officer

NAME OF SURETY: Developers Surety and Indemnity Company
Company Name

AUTHORIZED SIGNATURE:
Steven A. Swartz — ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 7/11/06

City Attorney
City of Moreno Valley

W:\LandDev\Lee Ann\Agreement Bond Packets\PA04-0004 Faithful Performance Bond.DOC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On May 31, 2006, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ESI1 JENNIFER BERTUCCIO
COMM. #1541298
Notary Public-California
MERCED COUNTY
My Comm. Exp. Jan 3, 2009 ESI1

Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

MV00107429

CALIFORNIA ALL-PURPOSE ACKNOWLEGMENT

State of California

County of Orange

On May 23, 2006, before me, Don S. Park, notary public,

personally appeared ANDREW HANNA

,

proved to me on the basis of satisfactory evidence to be the person(~~s~~)

whose name(~~s~~) is / ~~are~~ subscribed to the within instrument and

acknowledged to me that he/~~she~~/~~they~~ executed the same in

his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~

signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf

of which the person(~~s~~) acted, executed the instrument.

Witness my hand and official seal.

DON S. PARK
Commission # 1580958
Notary Public - California
Orange County
My Comm. Expires May 21, 2009

Signature of Notary Public

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements $103,500.00

Project No. PA04-0004

Bond No. 726125S

Premium Included in Performance Bond

Surety Developers Surety and Indemnity Company A-VI (CA)

Principal MoVal Bay Apartments, L.P.

Address 17780 Fitch

Address 5 Park Plaza, Suite 980

City/Zip Irvine, CA 92614

City/Zip Irvine, CA 92614

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MOVAL BAY APARTMENTS, L.P.,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA04-0004**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****$103,500.00*****), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

RISK MANAGEMENT
Approved
6/05/06

Item No. A.14

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA04-0004

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on May 26, 20 06.

NAME OF PRINCIPAL: MoVal Bay Apartments, L.P.
Company Name

AUTHORIZED SIGNATURE(S): By:

Name: Andrew Hanna — Title: President

Name: Christina Alley — Title: Chief Executive Officer

NAME OF SURETY: Developers Surety and Indemnity Company
Company Name

AUTHORIZED SIGNATURE:
Steven A. Swartz — ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:
Date: 7/11/06
RDH
City Attorney
City of Moreno Valley

W:\LandDev\Lee Ann\Agreement Bond Packets\PA04-0004 Material Labor Bond.DOC

STATE OF California

COUNTY OF Orange

On 5/26/2006, before me, Lorie Mandel, Notary Public, (here insert name and title of the officer), personally appeared Steven A. Swartz,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lorie Mandel (SEAL)

LORIE MANDEL
Commission # 1379522
Notary Public - California
Orange County
My Comm. Expires Oct 11, 2006

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☑ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Developers Surety and Indemnity Company

DESCRIPTION OF ATTACHED DOCUMENT

Performance/Payment Bond #726125S
TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

5/26/2006
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ID-1232 (REV. 12/05)

ALL-PURPOSE ACKNOWLEDGEMENT

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Steven A. Swartz, Nicki Swartz, Patricia R. Minder, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:_____
David H. Rhodes, Executive Vice-President

By:_____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

STATE OF CALIFORNIA]
COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (SEAL)

GINA L. GARNER
COMM. # 1569561
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 13, 2009

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 26th day of May, 2006.

By _____
Albert Hillebrand, Assistant Secretary

ID-1380 (Rev. 12/05)

Item No. A.14

MV00107434

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
} ss
County of Merced }

On May 31, 2006, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, personally known to me [or proved to me on the basis of satisfactory evidence] to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ESI1 JENNIFER BERTUCCIO
COMM. #1541298
Notary Public-California
MERCED COUNTY
My Comm. Exp. Jan 3, 2009 ESI1

Jennifer Bertuccio
Notary Public

My Commission Expires:
January 3, 2009

MV00107435

CALIFORNIA ALL-PURPOSE ACKNOWLEGMENT

State of California

County of Orange

On May 23, 2006, before me, Don S. Park, notary public,

personally appeared ANDREW HANNA

,

proved to me on the basis of satisfactory evidence to be the person(~~s~~)

whose name(~~s~~) is / ~~are~~ subscribed to the within instrument and

acknowledged to me that he/~~she~~/~~they~~ executed the same in

his/~~her~~/~~their~~ authorized capacity(ie~~s~~), and that by his/~~her~~/~~their~~

signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf

of which the person(~~s~~) acted, executed the instrument.

Witness my hand and official seal.

DON S. PARK
Commission # 1580958
Notary Public - California
Orange County
My Comm. Expires May 21, 2009

Signature of Notary Public

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MV00107437

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: AUTHORIZE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014.

2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc. in the form attached hereto.

3. Authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86.

BACKGROUND

On March 14, 2006, the City Council approved an Agreement to Reimburse TUMF Funds between WRCOG and the City of Moreno Valley for the SR-60/Nason Interchange and an Agreement to Reimburse TUMF Funds between WRCOG and the City of Moreno Valley for the SR-60/Moreno Beach Interchange. The agreements have been amended to add the design and right-of-way phases.

On November 29, 2007, Caltrans approved the Negative Declaration for both interchanges.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons for design, right-of-way engineering, and construction support services for both the SR-60/Nason Overcrossing and the SR-60/Moreno Beach Interchange. Design has progressed to the 95% plan stage.

On January 13, 2009, the City Council reprioritized capital projects funded by Redevelopment Agency (RDA) bonds. Funds previously allocated for construction of a new library were reallocated to the SR-60/Nason Overcrossing project. In late January 2009, the City requested that Caltrans split the project since the Nason Overcrossing had full funding but funding for the Moreno Beach Interchange was uncertain due to a projected shortfall in TUMF funding over the next few years. The projects were split and Caltrans approved environmental re-validations for both projects in 2010.

On March 8, 2011, the City Council entered into a Cooperative Agreement with the Redevelopment Agency and again reprioritized projects funded by RDA bonds. Funding remaining from the Edgemont Water Phase I project was reallocated to create a new project phase to build the ultimate freeway ramp alignments at the south side of the SR-60/Moreno Beach Drive Interchange and connect Eucalyptus Avenue to Moreno Beach Drive. On May 10, 2011, the City Council authorized negotiations and settlement for the three remaining parcels to be acquired for SR-60/Moreno Beach Phase 1. Negotiations are underway.

DISCUSSION

SR-60/Moreno Beach Phase 1 south side improvements include reconstruction of the two eastbound ramps (on- and off-ramps) to SR-60, connection of the west leg of Eucalyptus Avenue to Moreno Beach Drive, addition of an eastbound auxiliary lane, addition of a traffic signal at the eastbound ramps/Moreno Beach Drive intersection, utility relocations, and related improvements. In April 2011, City staff met with Caltrans to identify ways to expedite improvements to the south side as a separate construction project. Steps were identified and Caltrans assured their cooperation. The scope of work for Amendment 4 addresses those steps. The tasks consist of separating and generating new plans to prepare stand-alone plans and estimate. The scope also includes environmental re-validation as a stand-alone project, environmental permitting and mitigation, Supplemental Project Report, traffic management strategies, completion

of right-of-way and utility negotiations and Caltrans certification, one open house meeting, pavement analyses required by Caltrans, construction-phase support, burrowing owl survey, and related work. The scope provides for a ready-to-bid project.

The SR-60/Moreno Beach project Phase 2 will consist of remaining improvements including replacement of the overcrossing bridge, realignment of the two existing westbound ramps, addition of a new westbound on-ramp, raising the final grade along Moreno Beach Drive at the eastbound ramp intersection, and building the Caltrans-required drainage Line K-1 improvements in Ironwood Avenue. The consultant's services covered by Amendment 4 consist of revising existing and generating new plans to prepare a stand-alone Phase 2 project, updating specifications, preparing various funding applications to address construction fund shortfalls, environmental re-validation and permitting, continued right-of-way negotiations, bridge utility coordination based on new Caltrans requirements, updated landscape plans, and related work.

The SR-60/Nason Overcrossing project replaces the bridge, constructs a new sound wall, and completes the ultimate improvements at this location. The consultant's services covered by the Fourth Amendment consist of updating specifications, updating plans to reflect final design of the prior ramp project (currently under construction), preparation of a funding application, updating structure plans for new utility requirements, extended utility coordination, geotechnical support, open house meetings, updated landscape plans in accordance with the approved master plan, extended construction support, and related work. The scope also includes preparation of Caltrans-required documents to receive federal funds, which will allow the project to receive excess federal funds from the SR-60/Nason Interchange Ramp project and/or other federal funds.

The Fourth Amendment to Agreement provides for, in general, engineering and environmental services to split the SR-60/Moreno Beach Interchange into two stand-alone construction phases as well as update the SR-60/Nason Overcrossing plans to prepare for construction. The previous Amendments 1, 2, and 3 revised the scope of work within the approved contingency to address appraisal/excess land services, storm water grant application services, environmental re-validations and new Supplemental Project Reports to split Nason and Moreno Beach into two projects, new Caltrans pavement analysis requirements, and extended survey services. The Fourth Amendment also extends the contract termination date from June 30, 2013, to December 31, 2014, to match the services being performed as part of the revised scope.

The City's Economic Development Plan identified the SR-60/Moreno Beach Interchange Phase 1 as a priority project, and the scope of work outlined as part of the Fourth Amendment provides for ready-to-bid documents to be submitted to Caltrans by April 2012. Caltrans approval is anticipated within two to three months of submittal, which allows the City to advertise once approval is obtained.

ALTERNATIVES

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014, and authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc. in the form attached hereto, and authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86. *This alternative will facilitate the construction of needed improvements.*

2. Do not approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington, DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014, and do not authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc. in the form attached hereto, and do not authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and do not authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The projects are currently funded with 2007 Redevelopment Agency Tax Allocation Bond proceeds (Series A) (Fund 897), Transportation Uniform Mitigation Fees (Fund 415) and Developer In-lieu Street Improvement Funds (Fund 414). These funds have been allocated for SR-60/Moreno Beach Interchange and SR-60/Nason Overcrossing improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86. Change Orders totaling $723,267.77 will increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group and will be funded from Account

Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27). A new purchase order for $461,708.64 is requested from Account 897.91731.

SR-60/Moreno Beach – Phase 1

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91731)	$2,352,000

ESTIMATED DESIGN & RIGHT OF WAY COSTS – FY 2010/2011

Design – Fourth Amendment	$ 461,700
Right of Way and Utilities	$1,100,000
Total Design & Right of Way Costs	$1,561,700

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	March 2012
Caltrans Approval and Authorization to Bid	July 2012
Begin Construction	November 2012
Complete Construction	November 2013

SR-60/Moreno Beach – Phase 2

AVAILABLE FUNDS

FY 2010/2011 TUMF Funds (Account 415.70024)	$4,538,000

ESTIMATED DESIGN & RIGHT OF WAY COSTS – FY 2010/2011

Design – Fourth Amendment	$ 323,900
SR-60/Moreno Beach Interchange Improvements (Phase 2)	$4,126,100
Total Design & Right of Way Costs	$4,450,000

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way*	July 2012
Caltrans Approval	July 2013
Advertise Project*	September 2013

**** Contingent on funding availability***

SR-60/Nason Overcrossing

AVAILABLE FUNDS

FY 2010/2011 2007 RDA Bond Funds (Account 897.91728)	$16,604,000
FY 2010/2011 Developer In-lieu Street Improvement Funds (Account 414.80429)	30,000
Available Funds	$16,634,000

ESTIMATED DESIGN & RIGHT OF WAY (UTILITY) COSTS – FY 2010/2011

Design – Fourth Amendment	$ 399,300
SR-60/Nason Overcrossing	$ 250,700
Total Design & Right of Way Costs	$ 650,000

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way ..... September 2011
Advertise Project* ..... January 2012
Begin Construction* ..... May 2012
Complete Construction* ..... December 2013

**** Contingent upon Caltrans approval and completion of SR-60/Nason Interchange Ramp Project***

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Additional design, environmental, and right-of-way work is required to split the improvements for the State Route 60/Moreno Beach Drive Street Interchange Improvement project into two separate phases. Additional design, utility coordination, and Caltrans documentation is also needed to complete the SR-60/Nason Overcrossing plans and accept federal funds. The consultant has submitted a proposal for $1,184,976.41 to perform this additional work for all three projects. Staff recommends approval of the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group as well as an $723,267.77 increase to Purchase Order Nos. 35510 and 37342 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731.

ATTACHMENTS

Attachment "A" – Fourth Amendment to Agreement for Professional Consultant Services

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/ City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FOURTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 07-41570024

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Parsons Transportation Group, Inc., an Illinois corporation, hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "Agreement for Professional Consultant Services," hereinafter referred to as "Agreement," dated May 22, 2008.

Whereas, the Consultant is providing consultant design services for State Route 60/Moreno Beach Drive Interchange and Nason Street Overcrossing improvements.

Whereas, the Agreement was amended on May 4, 2009 to extend the professional consultant services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on September 10, 2009 to extend the professional consultant services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was further amended on June 20, 2010, to extend the professional consultant services in the Third Amendment to Agreement for Professional Consultant Services.

Whereas, it is desirable to further amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

Attachment "A"

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 07-41570024

Whereas, the Consultant has submitted a Proposal dated May 19, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- Fourth Amendment" and is incorporated herein by reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from June 30, 2013 to December 31, 2014, unless the termination date is further extended by an Amendment to the Agreement

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A -- Fourth Amendment," entitled "SR60/Moreno Beach Drive Interchange and SR60/Nason Overcrossing Improvement Projects -- Amendment #4 Scope of Work."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A -- Fourth Amendment," entitled "SR60/Moreno Beach Drive Interchange and SR60/Nason Overcrossing Improvement Projects -- Amendment #4 Scope of Work."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $1,184,976.41 in consideration of the Consultant's performance of the work set forth in "Exhibit A -- Fourth Amendment."

1.5 The total "Not to Exceed" fee for this contract is $4,826,047.86 ($3,387,611.00 for the original Agreement plus $49,667.00 for the First Amendment to Agreement; $89,771.86 for the Second Amendment to Agreement, $114,021.59 for the Third Amendment to Agreement, and $1,184,976.41 for the Fourth Amendment to Agreement).

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 07-41570024

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 07-41570024

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

Parsons Transportation Group Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds $15,000)

_____
Date

Attachment: "Exhibit A – Fourth Amendment"

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SR 60/ MORENO BEACH DRIVE INTERCHANGE AND SR60/NASON OVERCROSSING IMPROVEMENT PROJECT(S)

AMENDMENT #4 – SCOPE OF WORK

DATE: 5-19-2011

REPACKAGE SR-60/MORENO AND SR-60/NASON UPDATES

Pursuant to City Council Action on 3-8-2011, The City plans to proceed with a "partial project at Moreno Beach Drive". The "Eastbound-freeway-ramps at SR60/Moreno Beach Drive" will be advanced as stand-alone project referred to as "Phase 1" of the overall Interchange project. "Phase 2" will consist of all remaining improvements to reconstruction the Westbound freeway ramps, replace the 2-lane bridge over SR-60 with a new 6-lane bridge, and completion of the Line K-1 Master Plan Drainage improvements in Ironwood. This approach will allow the City to implement Phase 1 sooner – since there are sufficient construction funds to complete this portion of the project. In order to achieve this goal of "splitting "the and Re-packaging the SR-60/Moreno Beach Drive interchange into (2) separate "Design packages", it will be necessary to complete an "Environmental Re-validation" documenting this change. The following scope of work and assumptions will be subject to review and concurrence by City and Caltrans.

Due to lack of full project funding, the SR-60/Moreno Beach Drive Interchange project was partially suspended after the submittal of the 95%PS&E in July 2009. Pursuant to this amendment, Parsons will begin work to separate the PS&E into (2) packages.

Due to project delays to the "SR-60/Nason Ramp Project" the "SR-60/Nason Bridge" project schedule has been extended by over 21 months, while waiting for the ramp job to begin construction. Part 2 of this amendment addresses changes to the SR-60/Nason Bridge PS&E that have occurred during this schedule extension and updates that are required to reflect changes in the Ramps Project and the affected utility relocations.

Exhibit "A" – Fourth Amendment

PART 1 – REPACKAGE SR-60/MORENO INTO (2) Phases

1. **Project Management for Extended PS&E Phase**
2. **Funding Applications**
3. **Phase 1 – Repackage PS&E for EB-Ramps**
4. **Phase 2 – Repackage PS&E for WB-Ramps and Bridge PS&E**
5. **Environmental Re-validation (Split Moreno 2-Phases)**
6. **Environmental Permitting and Mitigation Support**
7. **Right of way Certification for Phase 1 (EB Ramps)**
8. **Additional Right of Way Parcels & Complex Negotiations**
9. **Utility Coordination**
10. **Air Quality Conformity Analysis Report**
11. **Open House Meeting (1)**
12. **Life Cycle Cost Analysis Support**
13. **Line K-1 Drainage Design Changes**

14a. **Construction Phase Design Support for Phase 1 – EB Ramps**

14b. **Construction Phase Design Support for Phase 2 – WB Ramps and Bridge at Moreno**

15. **Burrowing Owls Surveys- (step 1)**
16. **Materials Report Updates**
17. **Additional Services to Address Changes in Caltrans or City Standards or Requirements**

Task 1 Management for extended Project Schedule – PS&E Split

Based upon the city's request to "split the PS&E" at Moreno Beach Drive into (2) separate packages, there will be an additional 12-months of schedule extension to complete the Revalidation and "split" for Phase 1. It is assumed that the Phase 2 package will be developed at the same time but will require a total of 18 months due to the Caltrans District and Headquarters Office Engineer tasks for Phase 2. Hence this task includes management, meetings, and coordination for a total of 18-months beginning at the notice to proceed for Amendment #4.

In addition, the original contract schedule included submittal of 95% PS&E in July 2009. Due to funding issues for this project, the 95% PS&E has been partially suspended since that time. (21-months have elapsed since that submittal). Hence, this task also includes hours and budget for Parsons Participation in the additional PDT meetings and related management activities.

Task 2 Funding Applications

This task included preparing various Funding Applications including submittals to RCTC pursuant to Measure A Funds, and other potential funding applications. Assume a maximum effort of 74 hours.

Task 3 Phase 1 – Repackage 95% PS&E for Eastbound Ramps

The task includes preparation of a separate stand-alone PS&E package for the eastbound ramps at SR60/Moreno Beach Drive. Included with this task is the additional effort to update the Storm Water Data Report, create stand-alone Drainage report, and reformat all required plan sheets and CAD files to address the revised limits. The Construction phasing plans will be revised to reflect the changed project limits. The traffic signal plan at the EB off ramp/Moreno Beach Drive intersection will be redesigned for the "new" interim condition with the EB ramps in place – with the existing 2-lane bridge still in place. EB off and on ramp profiles and Moreno Beach Drive profile and Construction details will be revised to reflect the revised "interim" condition which must join the existing 2-lane bridge. All CAD files and reference file names and sheet numbering will be updated to match the new Caltrans EA number, and the revised limits of work. Parsons will coordinate with RCTC to update the RTIP descriptions pursuant to the new project definition. The utility sheets will be updated to reflect the limits of utility relocations that will take place prior to or during the phase 1 project. Drainage plans, profiles and details will be updated and re-numbered as needed to reflect the limits of phase 1 project. In addition, there may be some interim condition drainage features that will need to be revised and replaced as part of the phase 2 project. Contour grading plans and earthwork quantities will be updated to reflect the interim profiles at EB on- and off-ramps and Moreno Beach Drive. Signing plans, details and quantity summaries will be revised to segregate the limits of the phase 1 project. Layout sheets will be revised to reflect the City's new sidewalk standard of 6.5' wide.

Cost estimates and quantity back-up files will be segregated and updated to reflect current bid prices and the new project limits for the phase 2 project.

Project special provisions will be updated to match the phase 1 project limits and they will be revised to reflect Caltrans new "plain language SSP's". It is noted that the City's Boiler Plate SSP will be updated to have consistency/compatibility with Caltrans new "plain language SSP's" as part of the Nason Bridge Project (by Parsons), and hence it is anticipated that the effort to modify the City's Boilerplate will be streamlined since it will already be updated as part of the recent Nason Bridge project. It is noted however, that there will be approximately 150 Caltrans Technical Specs for the Moreno Phase 1 project that will have to be updated as part of this task since the last update was prior to the July 2009 – 95% submittal.

It is assumed that there are no new design exceptions or updated Fact Sheets required for the Phase 1 project.

Task 4 Phase 2 – Repackage 95% PS&E for Westbound Ramps & Bridge

The task includes preparation of a separate stand-alone PS&E package for the westbound ramps at SR60/Moreno Beach Drive and the replacement of the bridge over SR-60. Included with this task is the additional effort to update the Storm Water Data Report, create stand-alone Drainage report, and reformat all required plan sheets and CAD files to address the revised limits. The Construction phasing plans will be revised to reflect the changed project limits. The traffic signal plan at the EB off ramp/Moreno Beach Drive intersection will be updated to reflect the changes to the "new" interim condition at this location (installed with Phase 1). The EB off and on ramp profiles and Moreno Beach Drive profile and Construction details will be revised to reflect the raised "ultimate" profile that will replace the "interim" condition from phase 1. All CAD files and reference file names and sheet numbering will be updated to match the new Caltrans EA number, and the revised limits of work. Parsons will coordinate with RCTC to update the RTIP descriptions pursuant to the new project definition. Contour grading plans and earthwork quantities will be updated to reflect the limits of the construction from phase 1, and the additional grading required raising the EB on- and off-ramps to meet ultimate Moreno Beach Drive finished grade. Signing plans, details and quantity summaries will be revised to segregate the limits of the phase 1 project. Layout sheets will be revised to reflect the City's new sidewalk standard of 6.5' wide.

Cost estimates and quantity back-up files will be segregated to reflect the new project limits for the phase 2 project.

Project Special provisions will be prepared for the phase 2 project limits, pay items and Caltrans new "plain language SSP's".

Task 5 Environmental Revalidation to "Split" PS&E into (2) Phases

This task will include a scoping meeting with Caltrans to confirm the technical studies to be updated, format of the updates (addendum letters), Air Quality and RTIP update process and schedules. It is anticipated that the following tasks will be required:

- Updated CEQA and NEPA Revalidation forms (one for each phase)
- Update the APE maps (one map for each phase)
- Updated Cover memos for each Environmental Technical Studies (no new analysis)
- Air Quality (Cover memo addressing updates to the revised AQ report that was approved by Caltrans in July 2010. No new analysis).
- Air Quality Conformity Determination

- Supplemental Project Reports (produce 2 SPR's, one for each phase)
- RTIP Updates (phase 1 and phase 2 at Moreno will now be "separate projects" with separate RTIP entries) (Parsons)
- Coordination with CDFG and USFWS to obtain MSHCP Consistency Determination for new project phases
- (2) Revised Environmental Commitment Record Documents (one for each Phase).

The scope and budget for this task cannot be finalized until we have confirmation from Caltrans regarding the anticipated scope and schedule. We anticipate completing the draft cover memoranda within 2 months of NTP. We anticipate completing Caltrans reviews and getting their concurrence on the updated memos within the following 2 months. We expect the AQ conformity, Permit Coordination, and MSHCP consistency determination to require 2 months, followed by 2 months to finalize the SPRs and obtain Caltrans signatures. Hence, the re-validation and related tasks should be completed within 8 months of NTP. The budget for this task will be split 50/50 between Phases 1 and 2.

Task 6 Environmental Permitting and Mitigation Support

Since the project will be split into (2) phases, we anticipate that there will be extended duration of coordination with the permitting agencies as well as the extra effort and possibly a field meeting to explain to the agencies the changes in scope and phasing for the (2) projects. It is assumed that only (1) set of permit applications will be prepared and submitted and these applications will address the impacts for both Phases 1 and 2.

Task 7 Right of Way Certification for Phase 1

The right of way certification form and process for Phase 2 is included in the original scope of work. This task is to cover the effort to complete the R/W certification for Phase 1.

Task 8 Additional Right of Way Parcels and Negotiations

The right of way scope of work for this project was based upon the right of way datasheet from the PA/ED phase-completed in 2007. Since that time there have been changes to the R/W scope of work including the following items:

- Additional parcels including (3) potential "quit-claim deeds" at Ironwood
- (4) additional "denial of access rights" at Automall area
- Revisions to update the Prologis Appraisal.
- New acquisitions from: David May Trust and Lila Jones Trust (not covered in the R/W datasheet)
- Weekly R/W conference calls (33-weekly calls July 2010 – March 2011)
- Additional weekly R/W conference calls are anticipated

- Additional coordination and research regarding Utility easements and prior rights.

These items were not addressed in the original project scope. This task includes work by OCP (R/W acquisition services) – and by Associated Engineers/PB (R/W Engineering, and Research) and by Parsons (coordination and meetings). The budget for this task is split between Phase 1 and Phase 2 as follows: OPC:

Task 9 Additional Utility Coordination

Caltrans has new requirements for PS&E phase designer support of the Encroachment permit process for the installation of new utilities to be installed in new bridges. There have also been extensive staffing changes at five affected utilities (Time Warner Cable, Gas Company, Southern California Edison, Eastern Municipal Water District, and Verizon). The changes in staffing since the start of the PS&E phase in August-2008 have resulted in additional utility coordination meetings and multiple re-submittals of Utility correspondence for this project.

The Utility coordination activities during the 32-months since the start of the PS&E phase for the Moreno Beach Drive project has included five (5) meetings with SCE and five (5) with EMWD. We anticipate additional meetings in order to resolve all of the pending design coordination issues. In addition, there will be additional meetings needed for coordination with other affected utilities within Ironwood Avenue including Verizon and Time Warner Cable and The Gas Company.

Task 10 Air Quality Conformity Analysis Report (Moreno)

Amendment #3 task #9 included scope to provide updated "Air Quality Report(s) for Nason and Moreno Revalidations, but that task did not include the separate "Air Quality Conformity Determination Reports" that Caltrans required and then submitted to FHWA for their concurrence. The AQ Conformity Determination Report is an FHWA requirement and it involves preparing a separate stand-alone report formatted according to the latest FHWA template. The efforts to prepare this AQ Conformity report were not included in the AQ task from Amendment #3.

Task 11 Open House Meeting

The City anticipates that there will be one open house meeting held during the Construction phase for the SR60/Moreno Beach Drive Project. This task includes hours for (2) Parsons staff to attend this meeting along with the efforts to print and mount several display boards for these meetings.

Task 12 Life Cycle Cost Analysis (LCCA) – Additional Pavement Alternatives

It is assumed that a singled LCCA report will be prepared to cover both the Moreno Interchange (both phases) and the Nason Bridge projects. The total

hours required to prepare the report will be split 50/50 between the Nason Bridge project and Phase 1 of the Moreno Beach Interchange Project. Parsons has prepared multiple design memoranda and held three conference calls in our attempts to obtain clear direction from Caltrans Materials group regarding the completion of a LCCA for this project. Work to date has included four iterations of a memorandum from Parsons' Geotechnical sub consultant – Earth Mechanics Inc, (Feb 4, 17, 22, 25, - 2011) in an effort to obtain District approval of proposed 20-year and 40-year pavement sections to be studied in the LCCA. (Approval of the pavement sections is still pending). The latest version of the memorandum dated 2-25-2011, includes (2)-rigid pavement and (3)-flexible pavement structural sections for 20- and 40-year pavements for: Ramps, Ramp Shoulders, Ramp termini, Auxiliary Lanes, Freeway Shoulders. It is understood that before completing the LCCA calculations Parsons and City will meet with District Materials to select no more than (2) rigid and (2) flexible pavement structural sections to be analyzed for the 20- and 40- year designs for Ramp, Ramp-shoulder, Ramp termini, Auxiliary Lane, and Mainline shoulder pavements. Note that Amendment #3 scope of work for the LCCA included comparing (1) HMA and (1) RHMA section for the Auxiliary Lanes and the Ramps. The budget requested for this task is to cover the additional alternatives being requested by Caltrans and the additional coordination required to obtain Caltrans approval of the approach and scope of the LCCA.

Task 13 Line K-1 Drainage Design Revisions

The budget for this task will be included in Phase 2 of the Moreno Beach Drive project.

Parsons submitted an original concept design for Line K-1 in February 2009 that was based upon available Line K design data from RCFCD at that time.

Since that original submittal, the RCFCD has completed their conceptual study for Line K and they have elected to obtain right-of-way for an inundation easement but they are do not have sufficient funds to construct the Line K improvements. Based upon this decision, the limits of grading at the downstream end of Line K-1 (where it connects to the future Line K) will require additional grading due to downstream sedimentation – which would have been addressed by RCFCD if they had proceeded with construction of Line K.

Pursuant to utility potholing along Ironwood Avenue for Line K-1, design changes including alignment revisions were made to avoid SCE poles, and utility vaults. East of Moreno Beach Drive the alignment was shifted approximately 10' northerly in order to minimize the cost of utility relocations. The revised alignment for the pipe minimized or eliminated the utility impacts as follows:

- Protect in place (2) SCE poles
- Avoids U/G telephone line and telephone vault and line near north edge of pavement on Ironwood

- Revised design eliminated the planned replacement of the (2) 48" CMP pipes which cross Ironwood at the upstream end of Line K-1
- Revised design eliminates a complicated inlet structure and replaces it with a less expensive and easy to maintain grated drop inlet structure. This revised design also eliminates the need for an extensive maintenance turn-around and access easement at upstream end of Line K-1.
- Revised design minimized the impacts to jurisdictional waters and thereby reduces permitting fees and mitigation costs

A second benefit of the revised Line K-1 alignment is that it provides additional separation between the existing pavement on Ironwood Avenue and the proposed storm drain, such that the 90-inch pipe can be constructed without requiring temporary widening of the pavement along Ironwood Avenue.

The City has requested traffic control plans be provided (for construction of the crossing of Line K-1 at Moreno Beach Drive, and for the crossing of Line K-1 at the downstream end/Ironwood be prepared and including in the plan set). *(Per page 9 of 51, contract scope, task 22270: "It is anticipated that the storm drain will be constructed within the existing northerly shoulder of Ironwood Avenue and it is assumed that traffic control plans will not be required").* This task will include temporary traffic control plans for the Line K-1 construction at intersection of Ironwood/Moreno Beach Drive.

Task 14a Construction Phase Design Support – Phase 1

Phase 1 will be a separate project advertised, awarded and administered by the City. Parsons will provide Construction phase design support services for Phase 1 as part of this task.

Task 14b Construction Phase Design Support – Phase 2

Phase 2 will be a separate project advertised, awarded and administered by Caltrans. Parsons will provide Construction phase design support services for Phase 2 as part of this task.

Task 15 Burrowing Owls Survey – Step 1 - Habitat Assessment

Pursuant to obtaining "Multiple Species Habitat Conservation Plan" (MSHCP) consistency determination from the California Department of Fish and Game – CDFG required that we perform "step #1-Habitat Assessment for Burrowing Owls" within the project limits. This assessment must be completed during prior to the start of construction for the Moreno Beach Drive interchange project. Parsons staff will conduct the "Step #1" Habitat Assessment for Burrowing Owls' as described in the Environmental Commitment Record (ECR). We anticipate that there will be no evidence of burrowing owls and hence no further steps in the process would be required. The scope and budget for this task will include

the field work for "Step 1", documentation of the assessment, a brief 1-2 page memorandum documenting the Assessment, and submittal of the assessment to Caltrans District 8 for their records. City authorized the owl surveys via email dated 9-2-2010; however this work has not yet been completed. If the "step 1" assessment identifies evidence of burrowing owls on the project site, then subsequent steps pursuant to burrowing owls survey protocol would be required—these subsequent steps have not been included in the scope and budget for this amendment.

Task 16 Materials Report Updates

The City of Moreno Valley intends to divide the– Moreno Beach Drive project into two phases; the first phase consisting of the improvements for the EB ramps and widening of Moreno Beach Drive south of SR-60, and the second phase consisting of the replacement of the bridge at SR60/Moreno Beach Drive and construction of (3) WB ramps and related auxiliary lanes. It is noted that the Geotechnical Report for the original project (Nason/SR60 and Moreno/SR60 as a combined project) has already been approved by Caltrans. However, the Materials Report has not yet been approved by Caltrans and will need to be updated to reflect an updated range of pavement structural sections pursuant to Caltrans LCCA requirements and to address the changes in project phasing and the fact that there will be (3) separate PS&E packages. It is noted that the Bridge Foundation Reports for SR60/Nason Street and SR60/Moreno Beach Drive, the Geotechnical Design Report and the Foundation Reports for Sound wall 60-954L and Retaining Wall 3805R all have been approved and hence it is assumed that these approved geotechnical reports will not need to be revised or resubmitted. The cost for updates to the Materials Report will be split 50/50 between the Phase 1 and Phase 2 Moreno Beach Drive projects.

Task 17 Additional Services to Address Changes in Caltrans or City Requirements (to be authorized separately by City)

This task is subject to specific authorization by the City, and is intended to provide hours and budget to cover specific unanticipated tasks that may arise due to changes in Caltrans standards or policies that could result in extra work to change or update the plans, specifications, or other project documents. Authorization to utilize any of this task budget is subject to approval by the City.

PART 2 -- NASON BRIDGE PROJECT

1. **Project Management for extended Schedule**
2. **Funding Applications– (Measure A - RCTC)**
3. **Update Specifications - Caltrans "Plain Language SSP"**
4. **Updated 95% PS&E (Roadway)**
5. **Updated 95% PS&E (Structures)**
6. **Utility Coordination for new Utilities in Bridge**
7. **Geotechnical Support regarding City Stockpile**
8. **Air Quality Conformity Analysis Report**
9. **Open House Meetings (2)**
10. **Life Cycle Cost Analysis Support**
11. **Construction Phase Design Support**

Task 1 Project Management for extended Project Schedule

Due to the schedule extension of PS&E phase from July 2009 to April 2011 and the anticipated completion of the 100% PS&E by July 2011, the net schedule extension is a total of 21 months. This task is to cover meetings, schedule updates, and project management activities for the extended project schedule.

Task 2 Funding Applications Support

This task included preparing Funding Application and submittal to RCTC pursuant to Measure A Funds. Assume a maximum effort of 30 hours.

Task 3 Update Specifications – Caltrans Plain Language SSPs

Caltrans is currently implementing changes to all Caltrans standard special provisions with full implementation of the new "plain Language Specifications" required for any project that will be "Ready To List" after July 1, 2011. In addition, since the city will Advertise-Award-Administer (AAA) the construction phase for this project, we will need to integrate the City's "Contract Administration" boiler-plate specification with Caltrans updated plain language specifications. This task includes these updates to the SSP's and related updates to pay items and payment clauses in the contract bid package.
It is noted that the "City Boiler Plate" SSP was updated to provide consistency and integration with the Caltrans SSP's for the Nason-Ramp-Project (by others). The efforts of updating all Caltrans technical SSP's for the Nason Bridge Project (over 150 SSP's) since the last 95% submittal (July 2009) and the effort to edit the City Boiler Plate SSP for consistency with the new Caltrans SSP is included in this task.

Task 4 Updated 95% PS&E Submittal (Roadway)

Due to the extended project schedule, it has been over 21 months since the submittal of the first 95% PS&E (Roadway) for this project. Due to this elapsed time, there have been changes in design oversight and functional unit personnel at Caltrans. In addition, there have been ongoing changes to the "Nason Ramps Project Plans" during this 21-month period. As a result of these changes, there is a need to review and update the 95% PS&E, verify that changes by the Ramps project are fully reflected in the Nason Bridge PS&E, and that any new comments from new Caltrans reviewers. There have also been changes to the Utility undergrounding design by SCE – which require revisions to the contour grading, typical cross sections, and construction details along Nason Street. In addition, the City has updated their standard plans to require 6.5' wide sidewalks which must be updated in the plans, specifications and estimates. Caltrans will not accept a 100% submittal or consider the PS&E to be 100% until all of the 95% comments have been fully resolved and all the Caltrans functional units have approved the updates.

Task 5 Updated 95% PS&E Submittal (Structures)

This task is to cover the additional design effort that is required to update the 95% Bridge PS&E submittal and the 95% Precast Wall submittal, including updates to Specifications, finalizing bridge plans and combining the "Bridge PS&E" with the "Precast wall PS&E", including the SSP's into a single structures SSP package.

Task 6 Utility Coordination for new Utilities in Bridge

Caltrans has new requirements for PS&E phase designer support during the Encroachment permit process for the installation of new utilities to be installed in new bridges. There have also been extensive staffing changes at five affected utilities (Time Warner Cable, Gas Company, Southern California Edison, Eastern Municipal Water District, and Verizon). These changes in staffing since the start of the PS&E phase in August-2008 have resulted in additional utility coordination by Parsons and multiple re-submittals of Utility correspondence for this project.

This task includes the additional review time and coordination with EMWD and the designers from the Nason-Ramps project related to the EMWD 24" jack-and-bore design and the valve relocations design pursuant to the Nason Ramps project.

Task 7 Geotechnical Support – City Stockpile

The city has a stockpile of excess earthen fill material located several miles south of the Nason/SR60 project site and would like it to be incorporated into the Nason-Bridge-PS&E package as an available Materials Site. This task will include performing the following tasks:

Part A - Assist City in completing and assembling the following documentation: Documentation demonstrating that the site is exempt or in compliance with Surface Mining and Reclamation Act (SMARA), (that is listed on the AB 3098 (SMARA) eligible list); and

1. Provide a site plan, including site limits and access roads
2. Obtain property owner agreements, (see Caltrans Construction Manual, Chapter 3, Section 6, "Local Materials")
3. Provide release of liability (Parsons to prepare letter, City to sign letter)
4. Provide final property owner agreement(s) – (Assumption: Since the City owns site, the agreement will be letter of permission from City. Parsons to draft a letter for City review and signature on City letterhead)
5. Provide environmental compliance documentation prepared by qualified environmental specialists (Assumption: Parsons/EMI will utilize a qualified Laboratory/soils testing firm to test soils samples for contaminants per Caltrans requirements. Work product is limited to test results and brief memo to summarize the results).
6. Obtain or update the necessary permits, licenses, and agreements (include supporting environmental documents from appropriate regulatory and governmental agencies)- Assumption: This task is limited to the memorandum per item #5 above. It is assumed that during the construction phase, if a Contractor elects to utilize this borrow site, he will need to obtain a permit from City for proposed grading and proposed haul route to the project site).
7. Provide final grading plan (This task will consist of preparing a simple grading plan based upon existing topographic base from the 1997 Group Delta Report regarding the subject site. It is assumed that City can provide a microstation CAD file the topographic base from the related Nason Street widening project)
8. Prepare Draft Stormwater Pollution Prevention Plan (for the Borrow site).

Addendum #3 of the Nason Ramp Project in order to obtain Caltrans approval and the geotechnical "clearance process" required to list the City's stockpile as an available "borrow site" for the Nason Bridge Project. If the stockpile is not used by the Contractor for that project, City may then decide to make use of the stockpile a "mandatory requirement" as part of the bid-package for the Phase 1 – Moreno Beach Drive project.

Part B – This task includes the soils boring and testing program proposed by EMI that we anticipate would fulfill Caltrans requirements to "clear" this fill material such that its use within Caltrans embankments would be "pre-approved" and the Contractors bidding on the project would I know that they have a pre-approved local borrow site.

Task 8 Air Quality Conformity Analysis Report (Nason)

Amendment #3 task #9 included scope to provide an updated "Air Quality Report" for the SR-60/Nason Bridge project Revalidations. However, that task did not include a separate stand-alone "Air Quality Conformity Determination Report" that Caltrans required for submittal to FHWA. The AQ Conformity Determination Report is an FHWA requirement and it involves preparing stand-alone report formatted according to the latest FHWA template. The efforts to prepare this AQ Conformity report are included under this task.

Task 9 Open House Meetings (2)

The City anticipates that there will be (2) open house meetings held during the Construction phase for the SR60/Nason Bridge Project. This task includes hours for (2) Parsons Staff to attend these meetings along with the efforts to print and mount several display boards for these meetings.

Task 10 Life Cycle Cost Analysis (LCCA) – Additional Pavement Alternatives

Parsons has prepared multiple design memoranda and held three conference calls and implemented several strategies with input from City and Caltrans Design oversight staff in the effort to obtain direction from Caltrans Materials group and concurrence for the scope and approach for the completion of a LCCA for this project. Work to date on this task has included four iterations of a memorandum from Parsons' Geotechnical sub consultant – Earth Mechanics Inc, (Feb 4, 17, 22, 25, - 2011) in an effort to get approval from District Materials group regarding the 20-year and 40-year pavement sections to be studied in the LCCA. (Approval of the pavement sections is still pending District Approval). The latest version of the memorandum dated 2-25-2011, includes (2)-rigid pavement and (3)-flexible pavement structural sections for 20- and 40-year pavements for: Ramps, Ramp Shoulders, Ramp termini, Auxiliary Lanes, Freeway Shoulders. It is understood that before completing the LCCA calculations Parsons and City will meet with District Materials to select no more than (2) rigid and (2) flexible pavement structural sections to be analyzed for the 20- and 40- year designs for Ramp, Ramp-shoulder, Ramp termini, Auxiliary Lane, and Mainline shoulder pavements. Note that Amendment #3 scope of work for the LCCA included comparing (1) HMA and (1) RHMA section for the Auxiliary Lanes and the Ramps. The budget requested for this task is to cover the additional alternatives being requested by Caltrans and the additional coordination required to obtain Caltrans approval of the approach and scope of the LCCA.

Task 11 Construction Phase Design Support

The original contract budget for "construction phase design support" was eliminated and this task was de-scoped as part of Amendment #2. The original Hours and budget for this task will be restored herein as part of Amendment #4.

Task 12 Local Assistance Forms (For Federal Funding)

This task includes completion of (1) set of Local Assistance Forms pursuant to Caltrans Local Assistance requirements and procedures in order to request obligation of the Federal Funding that has been identified for this project.

Task 13 Additional Services to Address Changes in Caltrans or City Requirements (to be authorized separately by City)

This task is subject to specific authorization by the City, and is intended to provide hours and budget to cover specific unanticipated tasks that may arise due to changes in Caltrans standards or policies that could result in extra work to change or update the plans, specifications, or other project documents. Authorization to utilize any of this task budget is subject to approval by the City.

ASSUMPTIONS/EXCLUSIONS:

1. Additional Management and Engineering Services due to any additional schedule extensions beyond the 18-month PS&E schedule described herein are not included in this amendment.
2. Timely cooperation by Caltrans in order to complete the environmental revalidation within 8 months of NTP is assumed.
3. Any additional utility coordination to address new utilities or additional changes by Utility companies beyond the items addressed herein is not included in this amendment.
4. Renewal of any expired permits (e.g. biological, environmental) caused by delayed advertisement or construction of project beyond the 12-month (phase 1) and 18-month (phase 2) schedule assumed herein.
5. Before Re-validation begins, there will be a scoping meeting with Caltrans Environmental staff to confirm Schedule, Scope and Deliverables for the Environmental Re-validation phase.
6. Phase 1 and Phase 1 PS&E work will run concurrent with the Environmental Revalidations
7. PS&E for EB Ramps will begin as soon as City provides NTP
8. City Will AAA (Advertise, Award, Administer) the Construction of the EB-Ramps at Moreno.
9. Caltrans will AAA – the construction phase for WB ramps and Bridge and Moreno.
10. Line K-1 will remain a "stand alone" construction package, and will need to be constructed concurrent with or before completion of the Phase 2 – WB ramps project.
11. City and Caltrans will update the Co-op for Moreno Design and Construction Phase

12. City and Parsons will proceed to finalize the R/W for South side first so that R/W cert can be achieved for Phase 1 project.
13. Schedule delays due to R/W condemnation that extend Phase 1 beyond 12-months or Phase 2 beyond 18 months are not included in this amendment.
14. City/Parsons will submit the Environmental Permit Applications for the "entire Moreno Project" (including Phase 1 and 2).
15. Separate R/W requirements maps and R/W appraisal maps for Moreno Beach (Phase 1 and Phase 2) will not be required.
16. The R/W acquisitions for the SR60/Moreno Beach Drive Project are based upon the original # of property impacts. As of May 2, 2011, there are 6 Owners that are in escrow or have closed escrow. As of May 2, 2011, there are 10 Owners remaining for which negotiations are still pending or ongoing. It is assumed the all 10 Owners will reach agreement with City by December 2011, and that none of the 10 will require eminent domain proceedings. It is assumed that all of the required parcels on the south side of SR60/Moreno required for Phase 1, will be obtained and escrow closed such that the project team can achieve a Right of Way Certification target date of February 15, 2012.

AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

SPLIT PS&E INTO (2) PHASES AND COMPLETE ENV REVALIDATIONS

PARSONS STAFF - LABOR HOURS AND COSTS

TASK NO.	STAFF & PROJECT TITLE / TASK NO. - Description	SPEIRS Project Manager	Gonzalez Beltcher Roadway Design Lead Engineer	SADHAFI Senior Engineer	Merritt Roadway Associate	LEES SR Engineer	SANDIRA - UTHAYA Structures Lead	MULLANGI Structural Engineer	PEARMAN CADD Sr.	Tedaro Environmental Planner	STRASSNER ADMIN	TOTAL LABOR	DIRECT LABOR	NOTES	PHASE 1 incl OH & fee	PHASE 2 incl OH & fee
	MORENO BEACH DR PS&E															
1	Project Management for extended PS&E phase	80	60								40	200	$14,042	5 hrs/month for 39 months	$19,570.34	$19,570.34
2	Funding Applications	10	10	40					4	10		74	$4,618		$12,871.99	
3	Phase 1 - Repackage PS&E for EB Ramps	8	24	120	280	44			97			553	$27,260	Design revision, and 143 plans + reports, Specs &Est updates	$76,984.52	
4	Phase 2 - Repackage PS&E for WB ramps and Bridge	16	48	180	350	140			154			888	$44,696	Design revisions and 192 plans,+ SSPs, reports and Est to update		$124,586.30
5	Environmental Re-validation (split Moreno 2 packages)	40	40						40	300		420	$20,432	assume cover memos, no new analysis	$56,953.27	
6	Environmental Permitting and Mitigation Support	4							16	60		80	$3,533	coord for MSCHP and explain split etc	$9,848.22	
7	Right of way Certification - Phase 1	16	16									32	$2,476	phase 1 R/W cert	$6,902.94	
8	Additional Right of Way Parcels & Negotiations	20	20									40	$3,096	33 s/w cont calls to date	$4,314.34	$4,314.34
9	Utility Coordination & New Utilities in Bridge	12	12	10		60			20			114	$6,535	expanded utility coord.	$18,218.69	
10	AQ Conformity Analysis Report (First Re-validation)	6								24		30	$1,509	from First Revalidation, was not in the scope	$4,205.52	
11	Open House Meeting (1)	4	4						8			16	$965	one open house only	$2,690.84	
12	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections	$12,094.86	
13	Line K-1 Drainage Design Updates	8	60	60	40				20			188	$11,150	additional plans and design changes		$31,079.73
14a	Construction Phase Design Support (Phase 1)	22	120	20			8	8	92		40	310	$17,971	Phase 1	$50,092.81	
14b	Construction Phase Design Support (Phase 2)	22	134	26			36	56	92		40	406	$23,005	Phase 2		$64,122.80
15	Burrowing Owls Surveyes (Step 1 only)	2								12		14	$670	This survey can be completed upon NTP and must be done	$1,866.78	
16	Materials Report Updates (see below for EMI costs)	2	8						2			12	$817	review & coord for Report updates	$2,276.86	
17	Additional Services to address Changes in Caltrans or City requirements	20	20	80	80	40			40			280	$15,276	additional services (to be authorized by City)	$42,579.21	
	totals	296	600	596	730	284	44	64	585	406	120	3725	$202,391		$320,471.39	$243,673.50
	PARSONS TOTAL FOR DESIGN PHASE	296	600	596	730	284	44	64	585	406	120	3725				
	TOTAL DIRECT LABOR COSTS	$25,059	$42,072	$36,652	$30,660	$15,114	$2,635	$2,671	$25,318	$16,930	$4,979		$202,391			
											Overhead	153.40%	$310,468			
											Profit	10%	$51,286			
											Escalation	0%	$0			
											TOTAL LABOR COSTS		$564,145			

check: $564,145

	SUBCONSULTANTS AND DIRECT COSTS	MORENO (Phases 1 +2	PHASE 1	PHASE 2
	PARSONS DIRECT COSTS	$8,200	$4,100	$4,100
Task 16	EARTH MECHANICS (Materials Report Updates)	$4,940	$4,940	
Task 3	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 1 split)	$4,206	$4,206	
Task 4	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 2 split)	$3,300		$3,300
Task 3	TATSUMI-LANDSCAPE PLANS (phase 1 split)	$2,500	$2,500	
Task 4	TATSUMI-LANDSCAPE PLANS (phase 2 split)	$15,845		$15,845
Task 7	OPC - R/W Cert for Phase 1 (phase 2 is in org scope)	$5,000	$5,000	
Task 8	OPC - Additional R/W SUPPORT	$157,000	$100,000	$57,000
Task 8	AE/PB -ROW ENGINEERING	$14,087.43	$14,087.43	
Task 18	AE/PB -Prepare EMWD Water line Quit Claim legals, plats, deed	$6,403.82	$6,403.82	
	Subs + ODC	$221,482.25	$141,237	$80,245
	LABOR	$564,144.90	$320,471	$243,674
	TOTAL -PHASE 1 - MORENO		$461,708.64	
	TOTAL -PHASE 2 - MORENO			$323,918.50

S:_OPEN JOBS\647046 - SR60-Moreno Beach Dr. I\Admin\AMENDMENTS\AMENDMENT_4\Amend_4_Exhibit B_Costs_2011-05-23.xlsx

AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

PS&E UPDATES, SCHEDULE EXTENSION, AND NEW TASKS

PARSONS STAFF - LABOR HOURS AND COSTS

	STAFF & PROJECT TITLE	SPEIRS	Gonzalez Bettcher	SAGHAFI	Merritt	LEES	SANDRA - UTHAYA	MULLANGI	PEARMAN	Todaro	STRASSNER	TOTAL	DIRECT	
	TASK NO. - Description	Project Manager	Roadway Design Lead Engineer	senior Engineer	Roadway Associate	SR Utility Engineer	Structures Lead	Structural Engineer	CADD Sr.	Environmental Planner	ADMIN	LABOR	LABOR	notes
		$84.66	$70.12	$52.00	$42.00	$53.22	$59.88	$41.73	$43.28	$41.70	$41.49			
	NASON STREET/SR60 PS&E													
1	Project Management for extended PS&E phase	50	50								20	120	$8,569	3.6 hrs/month X 33 months
2	Funding Application (RCTC)	4	24						2			30	$2,108	1 application
3	Update Specifications - Caltrans Plain Language SSP	4	8	120								132	$8,340	(175) pay items, over 150 SSPs to update
4	Updated 95% PS&E Submittal (Roadway)	32	82	240	240	40			197			831	$44,074	(176) plans, and 3 reports to update
5	Updated 95% PS&E submittal (Structures)	4	4				40	80	80			208	$9,815	(52) plans, specs, estimates
6	Utility Coordination - New Utilties in Bridge	24				80			8			112	$6,636	additional coord, interim poles etc
7	Geotechnical Support - City Stockpile	12	36	30					6			84	$5,660	see scope for details
8	AQ Conformity Analysis Report for Re-Validation	6								24		30	$1,509	from 1st Env Revalidation
9	Open House Meetings (2)	8	8							8		24	$1,572	new
10	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections
11	Construction Phase Design Support (restore Orig Budget)	17	129	26			36	56	52	36	38	390	$21,918	same hrs as original contract (restored)
12	Local Assistance Forms (FOR FEDERAL FUNDING)	20	40									60	$4,498	
13	Additional Services to address Changes in Caltrans or City requirements (to be authorized by City)	20	20	60	60	20			20			200	$11,266	
	Totals	**205**	**405**	**536**	**300**	**140**	**76**	**136**	**365**	**68**	**58**	**2289**	**$130,302**	
	PARSONS TOTAL FOR DESIGN PHASE	205	405	536	300	140	76	136	365	68	58	2289		
	TOTAL DIRECT LABOR COSTS	$17,355	$28,399	$33,232	$12,600	$7,451	$4,551	$5,675	$15,797	$2,836	$2,406		$130,302	
											Overhead	153.40%	$199,883	
											Profit	10%	$33,019	
											Escalation	0%	$0	
											TOTAL LABOR COSTS		$363,204	

NASON TASK	SUBCONSULTANTS AND DIRECT COSTS	NASON
	PARSONS DIRECT COSTS	$6,062
Task 5	ACT-TRAFFIC ELECTRICAL DESIGN (NASON)	$3,498
Task 5	TATSUMI-LANDSCAPE PLANS (NASON)	$15,845
Task 7	EARTH MECHANICS & PARSONS (STOCK PILE Clearanc	$10,740
	Subs + ODC	$36,145.25
	NASON TOTAL	$399,349.27

SR-60/MORENO SUMMARY OF SHEETS FOR "PS&E-SPLIT" --- DATE 5-02-2011

SHEET / DISCIPLINE	MORENO BEACH (ORIGINAL SHEET COUNT)	PHASE 1	PHASE 2	
Title Sheet	1	1	1	
Typical Cross-Sections	8	4	4	
Key Map and Line Index	1	1	1	
Layout Plans	5	4	5	only (5) layouts in original plan set
Profile Plans and Superelevation Diagrams	13	6	9	
Construction Details*	19	15	15	
Water Pollution Control Plans & SWDR	7	4	5	reivsed based upon footprint for P1 and P2
Contour Grading Plans	5	4	5	
Drainage Plans	5	4	5	
Drainage Profiles	10	5	6	
Drainage Details & Quantities	28	14	14	102
Utility Plans	6	4	5	
Stage Construction Index sheets	3	3	3	
Traffic Handling Plans	16	8	16	
Traffic Handling Quantities	5	3	3	
Detour Plans**	3	3	3	
Detour Quantities				
Construction Area Signs and Key map Sheets	4	4	4	
Construction Area Sign Details	1	1	1	
Pavement Delineation Plans	6	4	5	
Pavement Delineation Quantities & Details	3	3	3	includes (1) detail sheet and (2) quant sheets P1 and P2
Sign Plans	5	5	5	
Sign Plans - Overhead & Roadside Sign Details***	17	9	9	
Bridge Mounted Sign Details (included with Sign Details)				
Summary of Quantities Sheets	4	2	2	
Plant List	1	0	1	
Planting plans	5	0	5	
Irrigation Plans	5	0	5	
Sprinkler Schedule	1	0	1	
Electrical - Lighting	11	5	6	
Electrical - Traffic Signals (Ultimate and Temp) & interconnect	15	10	10	updated sheet count P1 and P2, sheets E-20,21,28,30 common to P1 and P2, sheets E-15-19 and 29 are P1-only, sheets E22-27 P2-only
Electrical - Ramp Meter Plans (3 locations)	3	2	3	
Electrical - Bridge	1	0	1	
Electrical - Details (included above)				
retaining wall plans	3	3	0	
Bridge Plans	39	0	39	
TOTAL # PLAN SHEETS	**259**	**131**	**200**	
Plan Sheet by Subs (separate budget item)		**17**	**32**	
Plan Sheets by Parsons	**242**	**114**	**168**	

phase 1	phase 2
tatsumi	tatsumi
0	12
ACT	ACT
17	20

128	Road Plans (phase 1)
3	Structure Plans (phase 1)
131	total

161	Road Plans (phase 2)
39	Structure Plans (phase 2)
200	total

Ph 1 + 2 (HRS)	
1418	5-2-2011 update
1441	3-25-2011 totals

hrs/sheet	TASK			
3.50	REPACKAGE 95% PS&E and separate PS&E into phase 1 and phase 2		399	588
1.25	Hours for Parsons to check & update Sheets by Subs		21	40
	District and HQ Office Engineer Review		40	200
	QA/QA plans, Specs and Estimates		60	70
		hours totals	**520**	**898**
			phase 1 MORENO	**phase 2 MORENO**

AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

SPLIT PS&E INTO (2) PHASES AND COMPLETE ENV REVALIDATIONS

PARSONS STAFF - LABOR HOURS AND COSTS

	STAFF & PROJECT TITLE	SPEIRS	Gonzalez Betcher	RAGHATI	Merritt	LEES	SANDRA - LITHAYA	MULLANGI	PEARMAN	Todaro	STRASSNER	TOTAL	DIRECT	NOTES	PHASE 1	PHASE 2
	TASK NO. - Description	Project Manager	Roadway Design Lead Engineer	senior Engineer	Roadway Associate	SR Engineer	Structures Lead	Structural Engineer	CADD Sr.	Environmental Planner	ADMIN	LABOR	LABOR		Incl OH & fee	Incl OH & fee
	MORENO BEACH DR PS&E															
1	Project Management for extended PS&E phase	80	80								40	200	$14,042	5 hrs/month for 39 months	$19,570.34	$19,570.34
2	Funding Applications	10	10	40					4	10		74	$4,618		$12,871.99	
3	Phase 1 - Repackage PS&E for EB Ramps	8	24	120	260	44			97			553	$27,260	Design revision, and 143 plans + reports, Specs &Est updates	$75,984.52	
4	Phase 2 - Repackage PS&E for WB ramps and Bridge	16	48	180	350	140			154			888	$44,696	Design revisions and 192 plans,+ SSPs, reports and Est to update		$124,586.30
5	Environmental Re-validation (split Moreno 2 packages)	40	40						40	300		420	$20,432	assume cover memos, no new analysis	$66,953.27	
6	Environmental Permitting and Mitigation Support	4							16	60		80	$3,533	coord for MSCHP and explain split etc	$9,848.22	
7	Right of way Certification - Phase 1	16	16									32	$2,476	phase 1 R/W cert	$6,902.94	
8	Additional Right of Way Parcels & Negotiations	20	20									40	$3,096	33 r/w conf calls to date	$4,314.34	$4,314.34
9	Utility Coordination & New Utilities in Bridge	12	12	10		60			20			114	$5,536	expanded utility coord	$18,218.89	
10	AQ Conformity Analysis Report (First Re-validation)	6								24		30	$1,509	from First Revalidation, was not in the scope	$4,205.52	
11	Open House Meeting (1)	4	4						8			16	$965	one open house only	$2,690.84	
12	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections	$12,094.86	
13	Line K-1 Drainage Design Updates	8	60	60	40				20			188	$11,150	additional plans and design changes		$31,079.73
14a	Construction Phase Design Support (Phase 1)	22	120	20			6	8	92		40	310	$17,971	Phase 1	$50,082.81	
14b	Construction Phase Design Support (Phase 2)	22	134	26			36	56	92		40	406	$23,005	Phase 2		$64,122.80
15	Burrowing Owls Surveyes (Step 1 only)	2								12		14	$570	This survey can be completed upon NTP and must be cons	$1,866.78	
16	Materials Report Updates (see below for EMI costs)	2	8						2			12	$817	review & coord for Report updates	$2,276.86	
17	Additional Services to address Changes in Caltrans or City requirements	20	20	80	80	40			40			280	$15,276	additional services (to be authorized by City)	$42,579.21	
	totals	295	600	596	730	284	44	64	585	406	120	3725	$202,391		$320,471.39	$243,673.50
	PARSONS TOTAL FOR DESIGN PHASE	295	600	596	730	284	44	64	585	406	120	3725				
	TOTAL DIRECT LABOR COSTS	$25,059	$42,072	$36,962	$30,660	$15,114	$2,635	$2,671	$25,319	$16,930	$4,979		$202,391		check:	$564,145
											Overhead	163.40%	$310,468			
											Profit	10%	$51,286			
											Escalation	0%	$0			
											TOTAL LABOR COSTS		$564,145			

	SUBCONSULTANTS AND DIRECT COSTS	MORENO (Phases 1 +2	PHASE 1	PHASE 2
	PARSONS DIRECT COSTS	$8,200	$4,100	$4,100
Task 16	EARTH MECHANICS (Materials Report Updates)	$4,940	$4,940	
Task 3	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 1 split)	$4,206	$4,206	
Task 4	ACT-TRAFFIC ELECTRICAL DESIGN (Phase 2 split)	$3,300		$3,300
Task 3	TATSUMI-LANDSCAPE PLANS (phase 1 split)	$2,500	$2,500	
Task 4	TATSUMI-LANDSCAPE PLANS (phase 2 split)	$15,845		$15,845
Task 7	CPC - R/W Cert for Phase 1 (phase 2 is in org scope)	$5,000	$5,000	
Task 8	CPC - Additional R/W SUPPORT	$157,000	$100,000	$57,000
Task 8	AE/PB -RCW ENGINEERING	$14,087.43	$14,087.43	
Task 18	AE/PB -Prepare EMWD Water line Quit Claim legals, plats, deed	$6,403.82	$6,403.82	
	Subs + ODC	$221,482.25	$141,237	$80,245
	LABOR	$564,144.90	$320,471	$243,674
	TOTAL -PHASE 1 - MORENO		$461,708.64	
	TOTAL -PHASE 2 - MORENO			$323,918.50

S:_OPEN JOBS\847048 - SR60-Moreno Beach Dr. IC\Admin\AMENDMENTS\AMENDMENT_4A\Amend_4_Exhibit B_Costs_2011-05-23.xlsx

AMENDMENT #4 MORENO/SR60 DATE: 05-23-2011

PS&E UPDATES, SCHEDULE EXTENSION, AND NEW TASKS

PARSONS STAFF - LABOR HOURS AND COSTS

STAFF & PROJECT TITLE		SPEIRS	Gonzalez Bottcher	SAGHAFI	Merritt	LEES	SANDIRA - UTHAYA	MULLANGI	PEARMAN	Todaro	STRASSNER	TOTAL	DIRECT	
TASK NO. - Description		Project Manager	Roadway Design Lead Engineer	senior Engineer	Roadway Associate	SR Utility Engineer	Structures Lead	Structural Engineer	CADD Sr.	Environmental Planner	ADMIN	LABOR	LABOR	notes
		$84.66	$70.12	$62.00	$42.00	$53.22	$69.88	$41.73	$43.28	$41.70	$41.49			
	NASON STREET/SR60 PS&E													
1	Project Management for extended PS&E phase	50	50								20	120	$8,569	3.6 hrs/month X 33 months
2	Funding Application (RCTC)	4	24						2			30	$2,108	1 application
3	Update Specifications - Caltrans Plain Language SSP	4	8	120								132	$8,340	(175) pay items, over 150 SSPs to update
4	Updated 95% PS&E Submittal (Roadway)	32	82	240	240	40			197			831	$44,074	(176) plans, and 3 reports to update
5	Updated 95% PS&E submittal (Structures)	4	4				40	80	80			208	$9,815	(52) plans, specs, estimates
6	Utility Coordination - New Utilities in Bridge	24				80			8			112	$6,636	additional coord, interim poles etc
7	Geotechnical Support - City Stockpile	12	36	30					6			84	$5,660	see scope for details
8	AQ Conformity Analysis Report for Re-Validation	6								24		30	$1,509	from 1st Env Revalidation
9	Open House Meetings (2)	8	8							8		24	$1,572	new
10	Life Cycle Cost Analysis Support	4	4	60								68	$4,339	assumes max (2) rigid and (2) flexible pvmt sections
11	Construction Phase Design Support (restore Orig Budget)	17	129	26			36	56	62	36	38	390	$21,918	same hrs as original contract (restored)
12	Local Assistance Forms (FOR FEDERAL FUNDING)	20	40									60	$4,498	
13	Additional Services to address Changes in Caltrans or City requirements (to be authorized by City)	20	20	60	60	20			20			200	$11,266	
	Totals	**205**	**405**	**536**	**300**	**140**	**76**	**136**	**365**	**68**	**58**	**2289**	**$130,302**	
PARSONS TOTAL FOR DESIGN PHASE		205	405	536	300	140	76	136	365	68	58	2289		
	TOTAL DIRECT LABOR COSTS	$17,355	$28,399	$33,232	$12,600	$7,451	$4,551	$5,675	$15,797	$2,836	$2,406		$130,302	

Overhead	153.40%	$199,883
Profit	10%	$33,019
Escalation	0%	$0
TOTAL LABOR COSTS		$363,204

NASON TASK	SUBCONSULTANTS AND DIRECT COSTS	NASON
	PARSONS DIRECT COSTS	$6,062
Task 5	ACT-TRAFFIC ELECTRICAL DESIGN (NASON)	$3,498
Task 5	TATSUMI-LANDSCAPE PLANS (NASON)	$15,845
Task 7	EARTH MECHANICS & PARSONS (STOCK PILE Clearanc	$10,740
	Subs + ODC	$36,145.25

NASON TOTAL	**$399,349.27**

SR-60/MORENO SUMMARY OF SHEETS FOR "PS&E-SPLIT" --- DATE 5-02-2011

SHEET / DISCIPLINE	MORENO BEACH (ORIGINAL SHEET COUNT)	PHASE 1	PHASE 2	
Title Sheet	1	1	1	
Typical Cross-Sections	8	4	4	
Key Map and Line Index	1	1	1	
Layout Plans	5	4	5	only (5) layouts in original plan set
Profile Plans and Superelevation Diagrams	13	6	9	
Construction Details*	19	15	15	
Water Pollution Control Plans & SWDR	7	4	5	reivsed based upon footprint for P1 and P2
Contour Grading Plans	5	4	5	
Drainage Plans	5	4	5	
Drainage Profiles	10	5	6	
Drainage Details & Quantities	28	14	14	102
Utility Plans	6	4	5	
Stage Construction Index sheets	3	3	3	
Traffic Handling Plans	16	8	16	
Traffic Handling Quantities	5	3	3	
Detour Plans**	3	3	3	
Detour Quantities				
Construction Area Signs and Key map Sheets	4	4	4	
Construction Area Sign Details	1	1	1	
Pavement Delineation Plans	6	4	5	
Pavement Delineation Quantities & Details	3	3	3	includes (1) detail sheet and (2) quant sheets P1 and P2
Sign Plans	5	5	5	
Sign Plans - Overhead & Roadside Sign Details***	17	9	9	
Bridge Mounted Sign Details (included with Sign Details)				
Summary of Quantities Sheets	4	2	2	
Plant List	1	0	1	
Planting plans	5	0	5	
Irrigation Plans	5	0	5	
Sprinkler Schedule	1	0	1	
Electrical - Lighting	11	5	6	
Electrical - Traffic Signals (Ultimate and Temp) & interconnect	15	10	10	updated sheet count P1 and P2, sheets E-20,21,28,30 common to P1 and P2, sheets E-15-19 and 29 are P1-only; sheets E22-27 P2-only
Electrical - Ramp Meter Plans (3 locations)	3	2	3	
Electrical - Bridge	1	0	1	
Electrical - Details (included above)				
retaining wall plans	3	3	0	
Bridge Plans	39	0	39	
TOTAL # PLAN SHEETS	**259**	**131**	**200**	
Plan Sheet by Subs (separate budget item)		**17**	**32**	
Plan Sheets by Parsons	**242**	**114**	**168**	

phase 1	phase 2
tatsumi	tatsumi
0	12
ACT	ACT
17	20

128	Road Plans (phase 1)
3	Structure Plans (phase 1)
131	total

161	Road Plans (phase 2)
39	Structure Plans (phase 2)
200	total

hrs/sheet	TASK			
3.50	REPACKAGE 95% PS&E and separate PS&E into phase 1 and phase 2		399	588
1.25	Hours for Parsons to check & update Sheets by Subs		21	40
	District and HQ Office Engineer Review		40	200
	QA/QA plans, Specs and Estimates		60	70
		hours totals	**520**	**898**
			phase 1 MORENO	**phase 2 MORENO**

Ph 1 + 2 (HRS)	
1418	5-2-2011 update
1441	3-25-2011 totals

Associated Engineers, Inc.

City of Moreno Valley
State Route 60 / Moreno Beach – PHASE II
02-18-2011

SCOPE OF WORK – ADDITIONAL EFFORT

1.00 Control Survey and Base Data Review

No additional effort.

2.00 Aerial Topographic Mapping

No additional effort.

3.00 Design Data Surveys

No additional effort.

4.00 Utility Surveys and Mapping

No additional effort.

5.00 Right-of-Way Engineering

Additional effort is summarized as follows:

- **Weekly R/W Acquisition Status Meetings** – participation in weekly status meetings was not anticipated in our original scope of work: thirty seven (37) meetings attended through March 7, 2011.

- **Land Title Gap in parcel ownerships at Ironwood** – three affected parcels on the north side of Ironwood have clouded title within the strip of land between the north line of Ironwood, and the south line of Section 34. This strip of land is approximately 55' wide and is caused by inconsistencies in the historic mapping of said section line, and the resulting grant deeds. Effort is required for additional title and survey research, field surveys, boundary analysis and preparation of additional acquisition documents, which was not anticipated in our original scope of work.

ASSOCIATED ENGINEERS, INC.
PB 177725A

02/18/11

SR 60 / Moreno Beach Drive Interchange and Nason Street Overcrossing Improvements, City of Moreno Valley
Additional Effort - Surveying & Mapping Services - Moreno Beach

	TASKS	Survey Task Leader	Chief of Surveys	Land Surveyor	Survey Technician	CADD Technician	3-Man Field Crew*	2-Man Field Crew*	Clerical	Proj Admin	TOTAL HOURS	TOTAL COST
	Rates:	$190.92	$132.57	$138.95	$110.45	$103.52		$245.33	$65.08	$89.78		
3.0	**Design Data Surveys**											
3.1											0	$0.00
3.2											0	$0.00
3.3											0	$0.00
3.4											0	$0.00
4.0	**Utility Surveys & Mapping**											
4.1											0	$0.00
5.0	**Right of Way Engineering**										0	$0.00
5.1	participate in weekly status calls (37 ea)	37								2	39	$7,243.60
5.2	Land title gap, 3 parcels at Ironwood	6	2	12	16	2		5	4	2	49	$6,718.83
5.3											0	$0.00
5.4											0	$0.00
5.5											0	$0.00
5.6											0	$0.00
5.7											0	$0.00
5.8											0	$0.00
5.9											0	$0.00
	Total Hours	43	2	12	16	2	0	5	4	4	88	
	Total Costs	$8,209.56	$265.14	$1,667.40	$1,767.20	$207.04	$0.00	$1,226.65	$260.32	$359.12		$13,962.43

Rates shown are based on Overhead rate of 127.48% plus fee of 10%

* Prevailing Wage rates for field personnel

ODC Sidebar:

Messenger & delivery costs	est.	$75.00
Repro and photocopy	est.	$50.00
Pothole Digging (KanTex)		$0.00

Total Other Direct Costs: **$125.00**

ODC Total: **$125.00**

Total Cost: **$14,087.43**

AddCost-SR 60-MBeach_02-18-2011.XLS

Associated Engineers
A subsidiary of PB Americas

3311 E. Shelby Street
Ontario, CA 91764-4872
909- 980-1982
Fax: 909-941-0891

City of Moreno Valley
State Route 60 / Moreno Beach – PHASE II
05-17-2011

SCOPE OF WORK – ADDITIONAL EFFORT

1.00 Control Survey and Base Data Review

No additional effort.

2.00 Aerial Topographic Mapping

No additional effort.

3.00 Design Data Surveys

No additional effort.

4.00 Utility Surveys and Mapping

No additional effort.

5.00 Right-of-Way Engineering

Additional effort is summarized as follows:

- **Prepare Exhibits for Quitclaim Deeds for EMWD Easements** – two existing Eastern Municipal Water District easements (approximately 3000 LF) will be quitclaimed following relocation of their facilities for; exhibits (legal description and plats) will be prepared in accordance with EMWD standards for easements recorded 12/17/1962 as Instrument No. 113386, Official Records, and easement recorded in Book 3276, Page 419.

ASSOCIATED ENGINEERS, INC.
PB 177725A

05/16/11

SR 60 / Moreno Beach Drive Interchange and Nason Street Overcrossing Improvements, City of Moreno Valley
Additional Effort - Surveying & Mapping Services - Moreno Beach

	TASKS	Survey Task Leader	Chief of Surveys	Land Surveyor	Survey Technician	CADD Technician	3-Man Field Crew*	2-Man Field Crew*	Clerical	Proj Admin	TOTAL HOURS	TOTAL COST
	Rates:	$190.92	$132.57	$138.95	$110.45	$103.52		$245.33	$65.08	$89.78		
3.0	**Design Data Surveys**											
3.1											0	$0.00
3.2											0	$0.00
3.3											0	$0.00
3.4											0	$0.00
4.0	**Utility Surveys & Mapping**											
4.1											0	$0.00
5.0	**Right of Way Engineering**										0	$0.00
5.1	Prepare EMWD easmt quitclaim deeds	4		10	20	16			4		54	$6,278.82
5.2											0	$0.00
5.3											0	$0.00
5.4											0	$0.00
5.5											0	$0.00
5.6											0	$0.00
5.7											0	$0.00
5.8											0	$0.00
5.9											0	$0.00
	Total Hours	4	0	10	20	16	0	0	4	0	54	
	Total Costs	$763.68	$0.00	$1,389.50	$2,209.00	$1,656.32	$0.00	$0.00	$260.32	$0.00		$6,278.82

Rates shown are based on Overhead rate of 127.48% plus fee of 10%

* Prevailing Wage rates for field personnel

ODC Sidebar:

Messenger & delivery costs	est.	$75.00
Repro and photocopy	est.	$50.00
Pothole Digging (KanTex)		$0.00

Total Other Direct Costs: $125.00

ODC Total: $125.00

Total Cost: $6,403.82

AEPB_Cost-EMWD-QC_05-16-2011.XLS

Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

MEMORANDUM

EMI Project No. 05-140

Date: May 18, 2011

To: David Speirs / Parsons

From: Eric Brown, Earth Mechanics, Inc.

Subject: ***Additional Scope and Cost for Materials Report***
Moreno Beach Drive, City of Moreno Valley, California

It is our understanding that the City of Moreno Valley intends to divide the Moreno Beach Drive project into two phases; the first phase consisting of the improvements for the EB ramps and widening of Moreno Beach Drive south of SR-60, and the second phase consisting of the replacement of the bridge at SR60/Moreno Beach Drive and construction of (3) WB ramps and related auxiliary lanes. It is noted that the Geotechnical Design Report for the original project (Nason/SR60 and Moreno/SR60 as a combined project) has already been approved by Caltrans. However, the Materials Report has not yet been approved and will need to be updated to reflect an updated range of pavement structural sections pursuant to Caltrans LCCA requirements. The Bridge Foundation Reports for SR60/Nason Street and SR60/Moreno Beach Drive, and the Foundation Reports for Soundwall 60-954L and Retaining Wall 3805R have also been approved. Based upon our conversations, we are assuming that these approved geotechnical reports will not need to be revised or resubmitted.

The cost estimate below summarizes the cost for the additional geotechnical services required to revise the Materials Report to address the (2) phases at Moreno Beach Drive, the fact that SR60/Nason is a separate PS&E but still covered by the Material Report, and to address the additional geotechnical support already provided for the Pavement Life Cycle Cost Analysis.

TABLE 1. MANHOURS AND COST ESTIMATES

TASK	*Project Manager*	*Senior Engineer*	*Staff Engineer*	*Senior Technician*	*Clerical*	*Total Hours*	*Total Cost*
LCCA Support	0	6	0	0	0	6	$ 840.00
Report Preparation	0	24	0	0	0	24	$3,360.00
Response to Caltrans Review	0	5	0	0	0	5	$ 700.00
Total Hours	0	35	0	0	0	35	*$4,900.00*
Hourly Rate	$155	$140	$95	$110	$60		
Subtotal	$ 0.00	$4,900.00	$ 0.00	$ 0.00	$ 0.00		
OTHER COSTS							
Reproduction						$40	
TOTAL							**$4,940.00**

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Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

MEMORANDUM

EMI Project No. 05-140

Date: May 3, 2011

To: David Speirs / Parsons

From: Eric Brown, Earth Mechanics, Inc.

Subject: ***Additional Scope and Cost for Stockpile Investigation***
Nason Street –Moreno Beach Drive, City of Moreno Valley, California

Earth Mechanics, Inc. (EMI) is pleased to assist Parsons and the City of Moreno Valley by providing geotechnical engineering services to investigate the stockpile of borrow material located at the intersection of Nason Street and Alessandro Boulevard. Our scope of work and the associated cost estimate for geotechnical services is presented below.

EMI will perform a geotechnical field investigation by excavating five (5) geotechnical borings through the stockpiled material at the location described above. The borings will be performed with a limited access track mounted drill rig equipped with 8-inch diameter hollow-stem augers. The borings will be conducted for the purpose of characterizing the material and collecting samples for laboratory testing. The spoils from the boring excavations will be temporarily stockpiled adjacent to each boring; immediately after each excavation is completed, the spoils will be mixed with water and used to backfill the boreholes.

Samples recovered during the investigation will be preserved and returned to the lab for testing. The anticipated laboratory tests proposed to be performed on selected samples is provided below. Five of each test listed below will be conducted.

Environmental Tests	Geotechnical Tests
EPA Test 8015B – Nonhalogenated Organics	Compaction (CT 216)
EPA Test 8260B – Volatile Organics	R-Value (CT-301)
Title 22 Metals	Sieve Analysis (CT 202)

After completion of the investigation, EMI will present the results of the field and laboratory testing program in a data memorandum to Parsons.

Services by EMI will be performed only after Parsons has provided authorization to proceed with the services. The cost for the geotechnical services is $10,740 based on the scope of work described above and our 2011 fee and laboratory testing schedule.

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TABLE 1. MANHOURS AND COST ESTIMATES

TASK	*Project Manager*	*Senior Engineer*	*Staff Engineer*	*Senior Technician*	*Clerical*	*Total Hours*	*Total Cost*
Field Investigation	0	0	6	12	0	18	$1,890.00
Report Preparation	0	2	16	0	0	18	$1,800.00
Total Hours	0	2	22	12	0	36	*$3,690.00*
Hourly Rate	$155	$140	$95	$110	$60		
Subtotal	$ 0.00	$ 280.00	$2,090.00	$1,320.00	$ 0.00		
OTHER COSTS							
Drill Rig Rental						$3,400	
Laboratory Test						$3,650	
TOTAL							**$10,740.00**

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Moreno Beach Drive/SR-60 Interchange and Nason Street/SR-60 Overcrossing Improvements
Plan, Specifications and Estimate (PS&E)
Caltrans EA #323011
Amendment No. 1

Lighting, Sign Illumination, Signals, and Ramp Metering System Plans
Additional coordination efforts are required for additional work in electrical design because of splitting the SR-60/Moreno Beach Drive Interchange Improvements Project into two phases. ACT shall re-package and update electrical plans, specifications, and estimates for the Phase 1 project which would include all electrical improvements along the eastbound ramps and Moreno Beach Drive; and Phase 2 project which would include all electrical improvements along the westbound ramps and Moreno Beach Drive. ACT shall also update electrical plans, specifications and estimates for the SR-60/Nason Street Interchange Improvements Project. This scope of work assumes that there is only one submittal to Caltrans for review.

The fee estimates for re-packaging and updating electrical plans are as follow:
SR-60/Moreno Beach Drive Interchange Improvements, Phase 1 - $4,200
SR-60/Moreno Beach Drive Interchange Improvements, Phase 2 - $3,300
SR-60/Nason Street Interchange Improvements - $3,500

www.OPCservices.com

OVERLAND PACIFIC & CUTLER, INC.

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Riverside, CA 92501
951.683.2353 ph | 951.683.3901 fax

March 1, 2011

David Speirs
Engineering Manager
PARSONS
2201 Dupont Drive, Ste. 200
Irvine, CA 92612

RE: Contract Amendment #4 to Subconsultant Agreement Number 647148-04
Amended Scope and Fee Schedule for Right of Way Services
City of Moreno Valley – Moreno Beach Drive Interchange Project
Project No. 0027(012)

Dear Mr. Speirs:

Pursuant to your request, we respectfully submit this Amendment to our contract for additional acquisition, project management, title research and coordination services added to OPC's scope of work for the above-referenced project.

The request for Amendment primarily stems from additional work tasks not anticipated in the original proposal. The additional work tasks include negotiations with owners beyond the proposed four week period, weekly right of way focus conference calls, extensive title research on the Lila Jones and David May Trust parcels, extensive research on ownership contact information, extensive title research on utility easements, analysis of Ironwood Avenue ownership and responding to Public Records Act requests.

OPC has conducted exhaustive title searches to resolve several project issues, including the ownership interests of the David May Trust and Lila Jones parcels, the location of the centerline of Pettit Street, prior rights searches for the SCE poles and other utility easements, ownership of Ironwood Avenue. The title searches were extensive and required significant staff time to conduct and coordinate with the title company and the project team none of which was anticipated in OPC's original proposal.

OPC has conducted extensive research to locate contact information for parcel owners. In some cases, multiple attempts have been made to owners' residences, prior residences

and prior business locations in attempts to locate the owners. In addition, OPC has contracted with on-line locator services to obtain additional owner contact information.

OPC's original proposal provided for owner negotiations for a 4 week period prior to the commencement of eminent domain proceeding or further instructions from the City. OPC has extended negotiations for an additional 10 to 15 weeks beyond the offer presentations and 4 week negotiation period. The City is not in a position to institute eminent domain proceedings for a minimum of at least 4 to 6 months and intends to continue negotiations during this period.

Two owners, Chen and Chado, have obtained legal counsel which has served the City with a Public Records Act request. In order to assist the City with this request, OPC will have to review the request, have discussions with the City as to document criteria and review and copy all project files/documents pertaining to the request. This may require significant staff time to complete.

OPC participates on weekly right of way focus conference calls which extend from 1 hour to 2 ½ hours depending on the weekly issues. The weekly conference calls incur additional staff time in both preparation for and attendance on the conference call.

At the time of the original project proposal, the City had an in-house right of way agent to coordinate and manage the right of way services. In the absence of this City position, OPC has been requested to provide right of way services formerly provided in-house, such as drafting staff reports, closed session items and various project management function, all of which were not anticipated in OPC's original proposal.

The additional work tasks described above were not anticipated in OPC's original proposal and are out of scope items.

OPC's current contract scope of work includes obtaining 20 appraisal reports and reviews. To date, OPC has obtained 13 appraisal reports with 7 additional reports remaining. At this time, it is foreseeable that 3 appraisal reports will be required along the North side of Ironwood Drive and a potential for 3 appraisal reports on the 2 City owned parcels (Fire Station and land north of Auto Mall) and 1 for the future excess land parcel at SR 60 westbound Moreno Beach Off Ramp. In addition, the ProLogis appraisal report will require revisions once the EMWD and SCE easements are resolved. Based upon this summary it appears that the current contract the scope is sufficient to cover remaining appraisals.

The costs associated with the additional services described above are as follows, and are predicated on the assumption that acquisition services will conclude within 120 days (June 30, 2011):

Proposed Fees:

Project Management	$30,000
Acquisition/Complex Negotiations	$85,000
Title Searches	
Lila Jones and David May Trust Ownerships	$15,000
Prior Rights/Utility Easement Research	$5,000
Analysis of Ironwood Avenue Ownership	$5,000
Pettit Street Research	$4,000
Ownership Locator Searches	$10,000
Public Records Act Request	$3,000
Authorized Contract Budget	$257,150
Amount of Amendment #4	$157,000
Total Project Budget	**$414,150**

If you have any questions or concerns regarding the above, please do not hesitate to contact me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

Kimberly Reed
Senior Project Manager

www.OPCservices.com

OVERLAND PACIFIC & CUTLER, INC.

2280 Market Street, Suite 340
Riverside, CA 92501
951.683.2353 ph | 951.683.3901 fax

March 21, 2011

David Speirs
Engineering Manager
PARSONS
2201 Dupont Drive, Ste. 200
Irvine, CA 92612

RE: Contract Amendment to Subconsultant Agreement Number 647148-04
Amended Scope and Fee Schedule for Right of Way Services
City of Moreno Valley – Moreno Beach Drive Interchange Project
Project No. 0027(012)

Dear Mr. Speirs:

Pursuant to your request, we respectfully submit this Amendment to our contract for right of way certification services to separate out the eastbound freeway ramps for the above-referenced project.

Right of Way Certification Services

1. Attend certification planning meeting with client's Right of Way Local Assistance Coordinator and project team.
2. Prepare real estate components of right of way data sheet and provide current and escalated costs for acquisition and relocation; incorporate engineers' construction and utility information as provided to OPC.
3. Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
4. Oversee utility relocation activities as required for completion of certification form including compiling utility notices and submittal of hi-low risk utility sheet prepared by engineers for Right of Way Local Assistance Coordinator review.
5. Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
6. Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
7. Attend and coordinate pre and post-audit submittal meetings.

The costs associated with the additional services described above are as follows, and are predicated on the assumption that acquisition services will conclude within 120 days (June 30, 2011):

Proposed Fees:

Right of Way Certification – Eastbound Freeway Ramps	$5,000
Authorized Contract Budget	$257,150
Amendment #4 (Pending)	$157,000
Amount of Amendment EB Freeway Ramps	$5,000
Total Project Budget	**$419,150**

If you have any questions or concerns regarding the above, please do not hesitate to contact me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

for Kimberly Reed
Senior Project Manager

KR:klp

TATSUMI
-
AND
-
PARTNERS, INC.

LANDSCAPE ARCHITECTURE
-
PLANNING
-
URBAN DESIGN

5 Corporate Park, Suite 200
Irvine
California 92606-5166

Telephone:
(949) 250-9890

Facsimile:
(949) 250-9891

email@tatsumiandpartners.com
www@tatsumiandpartners.com

David H. Tatsumi, ASLA
Calif. No. 2033

May 23, 2011

Mr. David Speirs
PARSONS
2201 Dupont Drive, Suite 200
Irvine, California 90012

Project Name: SR-60/Moreno Beach Drive Overcrossing – Additional Services for completing the PS&E
TAP Project No.: 2004381.00.02 (r5)

Dear Mr. Speirs:

Per your request, I have prepared the following proposal for the extra services to pick up where the project was left off and move it forward for final submittal.

SCOPE OF WORK

1. Task I: Re-start the project (after a 2 year hold).
   a. Meet with the Engineer and review status of the engineering design.
   b. Update CADD files as needed and as appropriate.
   c. Provide PS&E redline and QAQC review.
   d. Review standards used at the time of the plans preparation, research and determine what, if any, changes to standards have occurred. If changes are needed, implement changes to bring project up to current standards.
2. Task II: Prepare 2nd 95% PS&E Submittal.
   a. Update planting plans, legends, notes, and SSP's.
   b. Update irrigation plans, legends, notes, and SSP's.
   c. Update Quantities and Estimate of Probable Construction Costs.
   d. One (1) coordination meeting is assumed for reviewing comments received.
   e. Provide PS&E redline and QAQC review.

f. Submittal deliverables:
   i. One (1) set of full size drawings in PDF format.
   ii. One (1) set of 11x17 drawings in PDF format.

3. Task III: Prepare Final Submittal (incorporating any comments received from the 2nd 95% PS&E submittal).

   a. Update planting plans, legends, notes, and SSP's.

   b. Update irrigation plans, legends, notes, and SSP's.

   c. Update Quantities and Estimate of Probable Construction Costs.

   d. Provide PS&E redline and QAQC review.

   e. Submittal deliverables:
      i. One (1) set of full size drawings in PDF format.
      ii. One (1) set of 11x17 drawings in PDF format.

4. Task IV: Revise existing irrigation for Phase I east bound ramp construction.

5. Assumptions.

   a. CAD files will be named per Caltrans standard naming convention using EA32300 for Moreno Beach Drive.

   b. It is assumed that there will be additional meetings/site visits and coordination meetings required during the construction phase support for Phase 2. These meetings will be approved by Parsons beforehand and will be billed at Tatsumi's regular hourly rates.

FEES

The fee for the above-listed Scope of Work is Seventeen Thousand Three Hundred and Forty Five Dollars and No Cents ($17,345.00).

A flat fee of One Thousand Dollars ($1,000.00) in addition to the amount above is included for reproduction, mileage, and or delivery and any other costs incurred for the project.

Respectfully,
Tatsumi and Partners, Inc.
A California Corporation

Michael Aceves
Project Manager

FEE PROPOSAL FOR

Moreno Beach (2004381.00.02)

5/2/2011

TASK	STAFF / RATE / HOURS												REIMBURSABLES TOTAL	HOURS TOTAL	FEE TOTAL
	Sr. Principal		Associate		Senior Staff		Tech. Staff II		Tech. Staff I		Staff				
	Hrs	$275.00	Hrs	$126.00	Hrs	$111.00	Hrs	$101.00	Hrs	$88.00	Hrs	$70.00			
Task 1: Re-start Project															
Meeting (1 Assumed)		$0.00		$0.00	2	$222.00		$0.00		$0.00		$0.00		2	$222.00
Update Cadd Files		$0.00		$0.00		$0.00	8	$808.00		$0.00		$0.00		8	$808.00
Redline & QA/QC Review		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Review Standards & Update Per current standards	1	$275.00		$0.00	3	$333.00	6	$606.00	3	$264.00		$0.00		13	$1,478.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	9	$999.00	14	$1,414.00	3	$264.00	0	$0.00		27	$2,952.00
Task II: Prepare 2nd 95% PS&E Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	24	$2,424.00	2	$176.00		$0.00		29	$2,933.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	32	$3,232.00	2	$176.00		$0.00		37	$3,741.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	8	$808.00	2	$176.00	2	$140.00		12	$1,124.00
Meeting (1 Assumed)		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Redline & QA/QC Review	1	$275.00		$0.00	6	$666.00		$0.00		$0.00		$0.00		7	$941.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	16	$1,776.00	64	$6,464.00	6	$528.00	2	$140.00		89	$9,183.00
Task III: Prepare Final Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	4	$404.00	2	$176.00	2	$140.00		8	$720.00
Redline & QA/QC Review	1	$275.00		$0.00	3	$333.00		$0.00		$0.00		$0.00		4	$608.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	5	$555.00	12	$1,212.00	6	$528.00	2	$140.00		26	$2,710.00
Task IV: Revise Existing Irrigation fo Phase I East-Bound Ramp Constuction															
Revise Irrigation		$0.00		$0.00	3	$333.00	21	$2,167.00		$0.00		$0.00		24	$2,500.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	0	$0.00	0	$0.00	3	$333.00	21.46	$2,167.00	0	$0.00	0	$0.00		24	$2,500.00
Misc. ODC's													$1,000.00		
HOURS SUBTOTAL	3		0		33		111.5		15		4			166	
PROPOSAL TOTALS		$825.00		$0.00		$3,663.00		$11,257.00		$1,320.00		$280.00	$1,000.00		$18,345.00

TATSUMI
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Facsimile:
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email@tatsumiandpartners.com
www@tatsumiandpartners.com

David H. Tatsumi, ASLA
Calif. No. 2033

May 2, 2011

Mr. David Speirs
PARSONS
2201 Dupont Drive, Suite 200
Irvine, California 90012

Project Name: SR-60/Nason Street Overcrossings – Additional Services for completing the PS&E
TAP Project No.: 2004381.01.02 (r3)

Dear Mr. Speirs:

Per your request, I have prepared the following proposal for the extra services to pick up where the project was left off and move it forward for the final submittal.

SCOPE OF WORK

1. Task I: Re-start the project (after a 2 year hold).
   a. Meet with the Engineer and review status of the engineering design.
   b. Update CADD files as needed and as appropriate.
   c. Provide PS&E redline and QAQC review.
   d. Review standards used at the time of the plans preparation, research and determine what, if any, changes to standards have occurred. If changes are needed, implement changes to bring project up to current standards.
2. Task II: Prepare 2nd 95% PS&E Submittal.
   a. Update planting plans, legends, notes, and SSP's.
   b. Update irrigation plans, legends, notes, and SSP's.
   c. Update Quantities and Estimate of Probable Construction Costs.
   d. One (1) coordination meeting is assumed for reviewing comments received.

e. Provide PS&E redline and QAQC review.

f. Submittal deliverables:
   i. One (1) set of full size drawings in PDF format.
   ii. One (1) set of 11x17 drawings in PDF format.

3. Task III: Prepare Final Submittal (incorporating any comments received from the 2nd 95% PS&E submittal).

   a. Update planting plans, legends, notes, and SSP's.

   b. Update irrigation plans, legends, notes, and SSP's.

   c. Update Quantities and Estimate of Probable Construction Costs.

   d. Provide PS&E redline and QAQC review.

   e. Submittal deliverables:
      i. One (1) set of full size drawings in PDF format.
      ii. One (1) set of 11x17 drawings in PDF format.

4. Assumptions.

   a. CAD files will be named per Caltrans standard naming convention using EA 32301 for Nason Street.

   b. Although separated, both interchange packages will continue to progress reasonably concurrent to each other.

   c. It is assumed that there will be additional meetings/site visits and coordination meetings required during the construction phase support for two (2) separate contracts. These meetings will be approved by Parsons beforehand and will be billed at Tatsumi's regular hourly rates.

   d. Bidding and Construction Administration services are not included, but may be provided for an additional fee.

FEES

The fee for the above-listed Scope of Work is Fourteen Thousand Eight Hundred Forty Five Dollars and No Cents ($14,845.00).

A flat fee of One Thousand Dollars ($1,000.00) in addition to the amount above is included for reproduction, mileage, and or delivery and any other costs incurred for the project.

Respectfully,
Tatsumi and Partners, Inc.
A California Corporation

Michael Aceves
Project Manager

FEE PROPOSAL FOR

Nason (2004381.01.02)

5/2/2011

TASK	STAFF / RATE / HOURS												REIMBURSABLES TOTAL	HOURS TOTAL	FEE TOTAL
	Sr. Principal		Associate		Senior Staff		Tech. Staff II		Tech. Staff I		Staff				
	Hrs	$275.00	Hrs	$126.00	Hrs	$111.00	Hrs	$101.00	Hrs	$88.00	Hrs	$70.00			
Task 1: Re-start Project															
Meeting (1 Assumed)		$0.00		$0.00	2	$222.00		$0.00		$0.00		$0.00		2	$222.00
Update Cadd Files		$0.00		$0.00		$0.00	8	$808.00		$0.00		$0.00		8	$808.00
Redline & QA/QC Review		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Review Standards & Update Per current standards	1	$275.00		$0.00	3	$333.00	6	$606.00	3	$264.00		$0.00		13	$1,478.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	9	$999.00	14	$1,414.00	3	$264.00	0	$0.00		27	$2,952.00
Task II: Prepare 2nd 95% PS&E Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	24	$2,424.00	2	$176.00		$0.00		29	$2,933.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	3	$333.00	32	$3,232.00	2	$176.00		$0.00		37	$3,741.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	8	$808.00	2	$176.00	2	$140.00		12	$1,124.00
Meeting (1 Assumed)		$0.00		$0.00	4	$444.00		$0.00		$0.00		$0.00		4	$444.00
Redline & QA/QC Review	1	$275.00		$0.00	6	$666.00		$0.00		$0.00		$0.00		7	$941.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	16	$1,776.00	64	$6,464.00	6	$528.00	2	$140.00		89	$9,183.00
Task III: Prepare Final Submittal															
Update Planting Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Irrigation Plans, Legends, Notes, and SSP's		$0.00		$0.00	1	$111.00	4	$404.00	2	$176.00		$0.00		7	$691.00
Update Qty's & Estimate of Probable Costs		$0.00		$0.00		$0.00	4	$404.00	2	$176.00	2	$140.00		8	$720.00
Redline & QA/QC Review	1	$275.00		$0.00	3	$333.00		$0.00		$0.00		$0.00		4	$608.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	1	$275.00	0	$0.00	5	$555.00	12	$1,212.00	6	$528.00	2	$140.00		26	$2,710.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		0	$0.00
Subtotal:	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		0	$0.00
Misc. ODC's													$1,000.00		
HOURS SUBTOTAL	3		0		30		90		15		4			142	
PROPOSAL TOTALS		*$825.00*		*$0.00*		*$3,330.00*		*$9,090.00*		*$1,320.00*		*$280.00*	*$1,000.00*		*$15,845.00*

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE PROJECT NO. 08-41678827

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder.

2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, on behalf of the City.

3. Authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties.

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney.

5. Authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011.

BACKGROUND

An agreement with Associate Engineers, Inc. was signed by the City Manager on January 24, 2008 to provide Phase 1, preliminary design (35%) services for the roadway improvements to the west side of Heacock Street between Hemlock Avenue and Ironwood Avenue. On February 11, 2009, the City Manager approved the First Amendment to Agreement to allow the parent company, PB America, Inc. to assume all the liabilities, obligations, and commitments of its subsidiary company, Associated Engineers, Inc. On August 25, 2009, the City Council approved the Second Amendment Agreement to PB America, Inc. to provide Phase II and Phase III services, which include completing the final design Plans, Specifications, and Estimate (PS&E) for street improvements, right of way acquisition, coordination with utility companies, and design support during construction.

On September 22, 2009, the City Council adopted the Mitigated Negative Declaration (MND) prepared by the Planning Division. The mitigation measures, as described in the Initial Study and ultimately incorporated into the project specifications, will reduce all potential environmental impacts to an acceptable level in compliance with CEQA and the City's rules to implement CEQA.

DISCUSSION

This project will improve approximately 500 feet of the west side of Heacock Street from 390 feet north of Hemlock Avenue to 530 feet south of Ironwood Avenue. The project will expand the roadway and add new sidewalk, curb, and gutter on the west side of Heacock Street. The project will improve sight distance for public safety and improve pedestrian safety by providing a continuous sidewalk by joining the existing sidewalk at the north and south ends of the project limits.

The project will also construct street improvements on the north side of the intersection of Ironwood Avenue and Davis Street and two access ramps on the northeast and southwest corners of Heacock Street and Ironwood Avenue. These proposed improvements were intended to be added to the Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements project; however, the proposed change order price proposed by the Contractor significantly exceeded the engineer's estimate. As a result, staff elected to add the proposed work as a bid addendum to this project. Funds from Account No. 897.91726 (Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements) will be used to fund this additional work.

Formal bidding procedures have been followed in conformance with the Public Contact Code (PCC) and the City Clerk opened bids at 2:00 p.m., May 2, 2011, for the subject project. Four (4) bids were received as follows:

1. Hillcrest Contracting, Inc. $315,998.90
2. Cooley Construction, Inc. $349,918.65
3. EBS General Engineering, Inc. $369,259.00

4. Leland Hoffman, Inc. $448,470.95

Engineer's Estimate $243,618.50

The Engineer's Estimate was significantly lower than the lowest bid received primarily due to the increased unit prices of road-related items such as base material and excavation work. Staff has reviewed the lowest bid received by Hillcrest Contracting, Inc. and finds it to be the lowest responsible bidder. Hillcrest Contracting, Inc. possesses a valid California Contractor License in good standing and has provided a bid bond as its required bid security. No outstanding problems were identified through review of the references submitted by Hillcrest Contracting, Inc.

The Contractor will notify, and provide safe ingress and egress to, all potentially affected property owners about the road closure, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, etc. The Contractor is required to provide driveway access to residents at all times. In order to construct cross gutter and adjacent pavement improvements, a full road closure of Davis Street north of Ironwood Avenue may be authorized for up to a period of ten working days, as necessary, between July 2011 and September 2011.

ALTERNATIVES

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder, authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, on behalf of the City, authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties, authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney, and authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder, do not authorize the City Manager to execute a contract with Hillcrest Contracting, Inc. in the form attached hereto, on behalf of the City, do not authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but

not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney, and do not authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Construction phase of this project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and will be funded by Development Impact Fee (DIF) Arterial Street Capital Projects (Fund 416) and 2007 Redevelopment Agency Tax Allocation Bonds (Fund 897) monies. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010-2011 Budget (Account No. 416.78827)	$470,000
Fiscal Year 2010-2011 Expenditures to Date (Account No. 416.78827)	($130,000)
Indian Basin Appurtenant Storm Drain and Miscellaneous Street Improvements (Account No. 897.91726)	$90,000
Fiscal Year 2010-2011 Available Budgeted Funds	**$430,000**

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (includes 15% contingency)	$363,400
Construction Surveying Costs	$22,000
Construction Geotechnical Costs	$5,500
Project Administration and Inspection Services*	$25,000
Total Estimated Construction Related Costs	**$415,900**

*City staff will provide Project Administration and Inspection Services

ANTICIPATED PROJECT SCHEDULE:

Start Construction	July 2011
Complete Construction	September 2011

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project will expand the roadway and add new sidewalk, curb, and gutter on the west side of Heacock Street from north of Hemlock Avenue to south of Ironwood Avenue. Improvements will also be constructed at the intersections of Heacock Street at Ironwood Avenue and Ironwood Avenue at Davis Street. The construction funding is from DIF Arterial Street Capital Projects and 2007 Redevelopment Agency Tax Allocation Bonds.

NOTIFICATION

Local residents, law enforcement, the Fire Department, and the school district will be notified of the proposed construction. Construction notification signs will also be installed to notify commuters, businesses, and residents of the construction work.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement with Hillcrest Contracting, Inc.

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Larry - 08-41678827 - Heacock from Hemlock to Ironwood\CC Reports\NOA Staff Report (CC 061411)\061411 NOA Staff Report (Revised 060211).doc

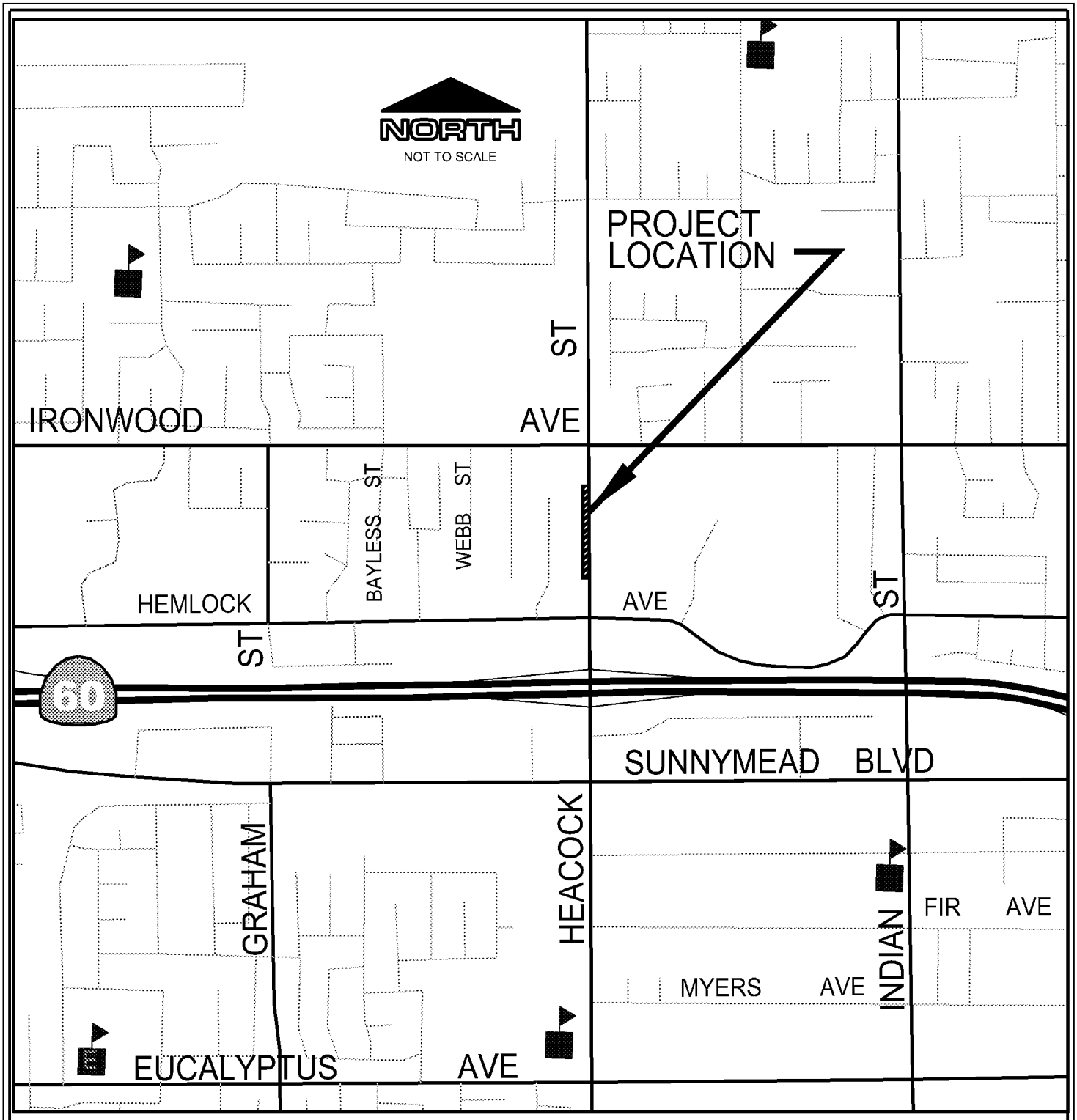

LOCATION MAP

Public Works Department
Capital Projects Division

ATTACHMENT "A"

HEACOCK STREET STREET IMPROVEMENTS
Hemlock Ave. to Ironwood Ave.
Project No. 08-41678827

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MV00107499

Agreement No._____

AGREEMENT

PROJECT NO. 08-41678827

STREET IMPROVEMENTS FOR HEACOCK STREET
from Hemlock Avenue to Ironwood Avenue

THIS Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hillcrest Contracting, Inc. hereinafter called the "Contractor."

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

1. The written Agreement includes all of the following:
   a. Any and all Contract Change Orders issued after execution of this Agreement
   b. Addenda Nos. _____ inclusive, issued prior to the opening of the Bids
   c. The bound Bid Documents
   d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
   e. The project Plans
   f. The Standard Plans
   g. The Standard Specifications
   h. Reference Specifications, all of which are essential parts of this Agreement
   i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of $315,998.90, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Agreement within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to

Attachment "B"

completion, within **sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of **$350.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

> Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.
>
> It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is

canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	$500,000.00	$1,000,000.00	$2,000,000.00
Property Damage	---	$1,000,000.00	$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at

his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Agreement in a form which is substantially similar to the Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

16. The effective date of this Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

AGREEMENT
PROJECT NO. 08-41678827

CITY OF MORENO VALLEY,
Municipal Corporation

BY:_____
City Manager

DATE:_____

Hillcrest Contracting, Inc.

License No./
Classification:_____

Expiration Date:_____

Federal I.D. No.:_____

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Public Works Director/City Engineer

_____
Date

PRINT NAME:_____

SIGNATURE:_____

TITLE:_____

DATE:_____

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

W:\CapProj\CapProj\PROJECTS\Larry - 08-41678827 - Heacock from Hemlock to Ironwood\CC Reports\NOA Staff Report (CC 062811)\Attchement B - Agreement with Hillcrest Contracting, Inc..DOC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Item No. A.16

MV00107506

BOND NO._____

PREMIUM $_____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. 08-41678827

STREET IMPROVEMENTS FOR HEACOCK STREET
from Hemlock Avenue to Ironwood Avenue

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, hereinafter known as "City," has awarded to Hillcrest Contracting, Inc. as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No**. 08-41678827, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, ($_____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NO. 08-41678827

BOND NO._____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20_____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

MV00107509

BOND NO._____

PREMIUM $_____

LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 08-41678827

STREET IMPROVEMENTS FOR HEACOCK STREET
from Hemlock Avenue to Ironwood Avenue

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, California, hereinafter known as "City", has awarded to Hillcrest Contracting, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No**. 08-41678827, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____dollars, ($_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 08-41678827

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 20_____.

CONTRACTOR (Principal)	SURETY
Contractor Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone No.: _____	Telephone No.: _____
Print Name: _____	Print Name: _____ Attorney-in-Fact
Signature: _____	Signature: _____

Approved as to Form this

_____ day of _____20_____

_____
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND SIGNATURE PAGE
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____

Document Date _____

_____
Additional Information

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

_____
(Title)

- ☐ Partner (s)
- ☐ Attorney-in-Fact
- ☐ Other _____

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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MV00107513

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Henry Garcia, City Manager

AGENDA DATE: June 14, 2011

TITLE: Adoption of the Prioritized Goals and Action Plan Developed in the City Council Goal Setting Workshop

RECOMMENDED ACTION

Staff recommends that the City Council adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop.

BACKGROUND

On May 18, 2011, the Mayor and City Council participated in a Goal Setting Workshop facilitated by City Manager Henry Garcia. Participants included the City Council, the Executive Team, and members of the public. The purpose of the exercise was to conduct a workshop to include decision making and planning as well as provide staff with clear direction. The Council accomplished the following:

1. Established expectations for the Workshop
2. Identified the organization's Strengths, Weaknesses, Opportunities and Threats (SWOT)
3. Established Prioritized Goals
4. Developed Actions to Achieve the Goals
5. Referred development of the detailed action plans/tasks and schedule to the City Manager and Executive Team

DISCUSSION

The attached Executive Summary includes all of outcomes from discussion of the above. The Prioritized Goals developed by and agreed upon the Council are as follows:

Prioritized Goals:
1. Job Development
    1a. Maximizing Vacant Land Opportunities
2. Focus on Medical Corridor and Health Services/ Educational Opportunities
3. Maximize Transportation and Infrastructure Opportunities
4. Economic and Tax Base Development
5. Enhance City Image

The Council developed expected actions to direct staff's efforts on accomplishing the prioritized goals and referred development of detailed actions and tasks to the City Manager and Executive Team. Each action and task has been assigned to the appropriate department(s) along with the anticipated schedule for completing the tasks. All of this information is included in the Executive Summary from the workshop.

ALTERNATIVES

1) Adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop. *Staff recommends this alternative as the prioritized goals and actions/tasks provide direction and focus to ensure that the efforts of the Council and staff are working as one to accomplish the same goals.*

2) Not adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop. *Staff does not recommend this alternative as the prioritized goals were established by the Mayor and Council Members during the Goal Setting Workshop.*

FISCAL IMPACT

This action will have no fiscal impact to the City.

SUMMARY

On May 18, 2011 the City Council conducted a Goal Setting Workshop and established the following prioritized goals:
1. Job Development
    1a. Maximizing Vacant Land Opportunities
2. Focus on Medical Corridor and Health Services/ Educational Opportunities
3. Maximize Transportation and Infrastructure Opportunities
4. Economic and Tax Base Development
5. Enhance City Image and provided staff with expected actions to fulfill these goals.

The attached Executive Summary includes the expected actions, fully defined tasks assigned to the appropriate department(s), and scheduled time frames for each task to be completed. Council adoption of the goals and action plan will indicate consensus of the City's prioritized goals and provide clear direction to staff.

COUNCIL GOALS

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

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

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

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

ATTACHMENTS/EXHIBITS

Attachment 1: Goal Setting Workshop Executive Summary

Prepared By:
Michelle Dawson
Acting Assistant City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107517

City of Moreno Valley

Goal Setting Workshop
Executive Summary

May 18, 2011

Henry T. Garcia, Facilitator
City Manager

Attachment 1

Executive Summary

Goal Setting Workshop
May 18, 2011

Attendance:

Richard Stewart ..... Mayor
Jesse Molina ..... Mayor Pro Tem
William Batey II ..... Council Member
Marcelo Co ..... Council Member
Robin Hastings ..... Council Member

Henry Garcia ..... City Manager
Michelle Dawson ..... Acting Assistant City Manager
Bob Hansen ..... City Attorney
Barry Foster ..... Community and Economic Development Director
Jane Halstead ..... City Clerk
Richard Teichert ..... Financial and Administrative Services Director
Steve Curley ..... Fire Chief
Chris Vogt ..... Public Works Director/City Engineer
Chad Bianco ..... Lieutenant
Mike McCarty ..... Parks and Community Services Director
Sonny Morkus ..... Human Resources Director
Paula Smus ..... Acting Library Services Division Manager

Facilitated by:
Henry T. Garcia, City Manager

MV00107519

Executive Summary

The purpose of the exercise was to hold a Goal Setting Workshop with the Mayor and City Council to include decision making and planning, in order to provide staff with clear direction. To be more specific, the Mayor and City Council engaged in an interactive process in which they accomplished the following:

1. Established expectations for the Workshop
2. Identified the organization's Strengths, Weaknesses, Opportunities and Threats (SWOT)
3. Established Prioritized Goals
4. Developed Actions to Achieve the Goals
5. Referred development of the detailed action plans/tasks and schedule to the City Manager and Executive Team

At the conclusion of the workshop, the Mayor and City Council established a clear direction and focus for the Executive Team to successfully accomplish the goals and schedule set forth during this process. A summary of the prioritized goals and expected actions are included in this report. The City Manager and staff have developed more fully defined tasks and assigned each action/task to the responsible department(s) with an expected schedule for completion. These are also included in this report.

It should be noted that the Council's priorities include short, mid-range, and long-term goals. It is recommended that regular formal review of the newly established work plan occur within six months, or annually, (whichever the Mayor and City Council deems appropriate), in which progress may be determined, and new or shifting priorities addressed.

I would like to thank the Mayor and City Council for their focus and leadership in this important endeavor and for the outstanding team work that provided for a positive and productive Workshop.

Respectfully,

Henry T. Garcia

Expectations

The Mayor and City Council expressed the following expectations related to the goal setting workshop:

▪ To cut through the rhetoric
▪ To establish specific goals
▪ To set goals, milestones, and time lines
▪ To discuss future expectations
▪ To revisit where we have been
▪ To send a clear message regarding change and transparency
▪ To demonstrate partnerships and a relationship with the community

MV00107521

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

Strengths
▪ Affordable Housing
▪ Vacant Land Opportunity
▪ Good Work Force
▪ Good Geographic Location
▪ Diversity
▪ Transportation Corridors
▪ Developing City
▪ March Air Reserve Base
▪ Higher Education
▪ Access to Medical Services
▪ Recreation and Parks

Weaknesses
▪ Perception / Image
▪ Low Property Values
▪ High School Drop Out Rate
▪ Slow Economic Development Process
▪ Bedroom Community
▪ Low Employment Opportunities = No Jobs
▪ Low Tax Base
▪ Jobs to Housing Imbalance
▪ Geography Requires More Infrastructure
▪ Lack of Adequate Infrastructure/ Lack of Planning
▪ Lack of Cultural Activities

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

Opportunities
▪ Job Development
▪ Good Bidding Environment
▪ Open Land
▪ Flexibility For Change
▪ Regional Presence
▪ MARB Reuse / March LifeCare
▪ General Aviation
▪ Maximizing Medical Corridor Opportunities
▪ College Expansion
▪ UCR Medical School Training at RCRMC
▪ Transportation Corridors
▪ BiCorridors
▪ MVU as Economic Opportunity

Threats
▪ Outside Organizations are a Threat
▪ Lack of Organizational Flexibility
▪ Federal and State Budgets
▪ Revenues Still Flat
▪ Resistance to Change
▪ Lack of Communication and Coordination

MV00107523

Prioritized Goals

Priority	Goals
#1 #1a	Job Development Maximizing Vacant Land Opportunities
#2	Focus on Medical Corridor and Health Services/ Educational Opportunities
#3	Maximize Transportation and Infrastructure Opportunities
#4	Economic and Tax Base Development
#5	Enhance City Image

Prioritized Goals/Actions/Schedule

Prioritized Goal #1: Job Development
#1a: Maximizing Vacant Land Opportunities
Actions
1. Identify specific land use types to produce new jobs
2. Identify specific locations in the City to produce new jobs
3. Identify needed infrastructure to support new development
4. Identify and attract related support business services

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Prepare 2-year Economic Development Action Plan for Council adoption	**CEDD**	**Adopted 4/26/11**
Adopt the City's Capital Improvement Plan	**PW/CEDD**	**June, 2011**
Work with Highland Fairview on new Master plan to replace Moreno Highlands Specific Plan	**CMgr/CEDD**	**2011/12**
Work with Highland Fairview and two hospitals to advance medical and health related development projects	**CMgr/CEDD**	**2011/12**
Facilitate construction of new industrial buildings for logistics/distribution uses in the Centerpointe, South Moreno Valley, and Rancho Belago areas	**CEDD**	**2011/12**

MV00107525

Prioritized Goal #2: Focus on Medical Corridor and Health Services/Educational Opportunities
Actions
1. Coordinate planning and development activities with the expansions of Moreno Valley College, Kaiser Permanente Community Hospital, and Riverside County Regional Medical Center
2. Pursue medical office development
3. Coordinate economic development activities with March LifeCare
4. Retool Aquabella (needs discussion)

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Work with Moreno Valley College on expansion plans including growth of the Allied Health Services Program	**CEDD**	**2011-2013**
Facilitate development of Kaiser's 75,000 s.f. expansion of the Community Hospital	**CEDD**	**2011/12**
Cooperate with RCRMC on its master plan expansion	**CEDD**	**2011-2013**
Facilitate medical office development for Medical overlay zone and other areas	**CEDD**	**2011-2013**
Work with March LifeCare on planning and entitlement issues	**CEDD/PW**	**2011-2013**
Work with Highland Fairview on plans to reposition approximately 200 acres of Aquabella site for use as medical and Health related campus	**CEDD**	**2011-2013**

Prioritized Goal #3: Maximize Transportation and Infrastructure Opportunities
Actions
1. Improve arterials to ultimate
2. Increase regional presence

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Prioritize the improvement of arterials to their ultimate configuration, identify funding	**PW**	**Annual within CIP process, amend with resequencing as needed**
Increase staff assistance to the Council and participation with regional agencies by assigning staff liaisons to each committee, discuss and formalize this with the Council	**CMgr/CEDD/PW**	**July 2011**

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Prioritized Goal #4: Economic and Tax Base Development
Actions
1. Review development application process
2. Review state vs. self imposed regulations and requirements
3. MVU as economic development tool
4. Evaluate use of incentives

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Conduct developer workshops to identify ways to improve the planning and entitlement process	**CMgr/CEDD/PW**	**April – Oct 2011**
Evaluate building code and development standards to understand State requirements and City imposed development requirements	**CEDD/PW/Fire**	**February 2012**
Formulate ideas and a strategy for using MVU as an economic development tool to attract specific new business development opportunities	**CMgr/CEDD/PW/**	**2011-2012**
Identify a wide variety of cost-effective ways to provide target incentives for new development	**CMgr/CEDD**	**2011-2012**

Prioritized Goal #5: Enhance City Image
Actions
1. Develop Media & Communications Strategy: a. Increase use of Social Networks b. E-mail Blasts c. Expand Communication Outreach/ Networking d. District Town Hall Meetings
2. Corridor Beautification Program

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Develop database of e-mail addresses to distribute immediate information to residents, businesses, and other agencies	**CMgr**	**June 2011**
Transition "City Link" newsletter to an on-line e-newsletter posted on the web site and automatically e-mailed to subscribed residents and businesses	**CMgr**	**July 2011**
Expand options for distributing City information to magazines and news outlets, promote the community and events via alternative publications and through attendance at various meetings	**CMgr**	**September 2011**
Explore and discuss District Town Hall meetings with the Council, establish a schedule for quarterly or semi-annual events	**CMgr**	**June 2011**
Review options for a Citywide Corridor Beautification Program for Council consideration	**PW**	**August 2011**

MV00107529

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Mayor and City Council Acting in their capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District and Acting in the Capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 FUND BALANCE CLASSIFICATIONS

RECOMMENDED ACTION

1. Staff recommends that the City Council adopt Resolution No. 2011-62, classifying the various components of fund balance as defined in GASB Statement No. 54; and

2. Acting in its capacity as the Board of Directors of the Moreno Valley Community Services District (CSD), adopt Resolution No. 2011-22, classifying the various components of fund balance as defined in GASB Statement No. 54; and

3. Acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City Moreno Valley, adopt Resolution No. 2011-09, classifying the various components of fund balance as defined in GASB Statement No. 54; and

4. Designate the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance for inclusion in the annual financial reports.

BACKGROUND

In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions.* The requirements of this statement are intended to improve financial reporting by providing fund balance categories and classifications that will be more easily understood. The categories are more clearly defined to make the nature and extent of the constraints placed on the City's fund balance more transparent.

DISCUSSION

The term *Fund Balance* is used to describe the difference between assets (what is owned) and liabilities (what is owed) reported within a fund. In the past, fund balance has been classified into basically three separate components:

1. Reserved;
2. Unreserved-Designated, and
3. Unreserved-Undesignated.

There are often limitations on the purpose for which all or a portion of the resources of a fund can be used. The force of these limitations can vary significantly, depending on their source. The various components of the "new" fund balance is designed to indicate the extent to which the City is bound by these limitations placed upon the resources.

GASB Statement No. 54 defines five new components of fund balance that will replace the current existing three components. The five new components are:

1. *Nonspendable Fund Balance.* That portion of fund balance that includes amounts that cannot be spent because they are either (a) not in a spendable form, such as prepaid items, inventories of supplies, or loans receivable; or (b) legally or contractually required to be maintained intact, such as the principal portion of an endowment.

2. *Restricted Fund Balance.* That portion of fund balance that reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

3. *Committed Fund Balance.* That portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council, and remain binding unless removed in the same manner.

4. *Assigned Fund Balance.* That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director of the City, the official designated by the City Council for that purpose.

5. *Unassigned Fund Balance.* That portion of fund balance that includes amounts that do not fall into one of the above four categories. The General Fund is the only fund that should report this category of fund balance.

The table below shows the City's fund balance reporting prior to GASB 54 and the new component/category that will replace the existing category (also shown as Attachment A to Resolution):

PRE-GASB 54	Account No.	Definition	**GASB 54 Category**
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
Reserve - Prepaid/Other Assets	3110	The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.	Nonspendable
Reserve - Future Debt Service	3110.10	The portion of fund balance derived from those funds within a given fund that has been set aside for ***future*** debt service/payments.	Assigned
Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned

Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	Committed
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed

Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed
Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

This new standard has left unchanged the total amount of reported fund balance, but has substantially altered the categories and terminology used to describe its components. The new categories and terminology reflect an approach that will focus, not on financial resources available for appropriation within a fund, but on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent.

The classification and reporting of fund balance components as required by GASB Statement No. 54 will become effective starting with the 2010/11 fiscal year. The reporting fund balance will be as follows (also shown as Attachment B to Resolution):

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance - Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance - Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance - Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

The next two tables will show the effect of the reclassification on the General Fund's fund balance. The first table shows the General Fund's fund balance as reported in the City's Comprehensive Annual Financial Report (CAFR) as of June 30, 2010:

City of Moreno Valley General Fund Fund Balance, June 30, 2010	
Fund Balances:	
Reserved:	
Reserved for encumbrances	23,256
Reserved for prepaid and other assets	13,456
Reserved for debt service	1,000,000
Reserved for advances to other funds	28,152,248
Reserved for revolving line of credit	4,600,000
Unreserved:	
Designated:	
Designated for continuing appropriations	93,810
Designated for net unrealized investment gain	712,267
Undesignated	16,694,502
Total Fund Balances	51,289,539

The second table shows General Fund's fund balance as of June 30, 2010 as reported using GASB Statement No. 54.

City of Moreno Valley General Fund (Post-GASB 54) after reclassification Fund Balance, June 30, 2010	
Fund Balances:	
Nonspendable:	
Reserved for prepaid and other assets	13,456
Reserved for advances to other funds	28,152,248
Restricted:	
	0
Committed:	
Reserved for revolving line of credit	4,600,000
Assigned:	
Reserved for encumbrances	23,256
Reserved for debt service	1,000,000

Designated for continuing appropriations	93,810
Designated for net unrealized investment gain	712,267
Unassigned:	
Undesignated	16,694,502
Total Fund Balances	51,289,539

ALTERNATIVES

1. Approve the reclassification of the City's fund balance components.

2. Not approve the reclassification of the City's fund balance components and provide further direction to staff.

Staff recommends Alternative 1.

FISCAL IMPACT

There is no direct fiscal impact of implementing GASB Statement No. 54. The amounts reported as total fund balance in any given fund are not altered. Only the reporting of the individual components that make up total fund balance is changed. The intent is to make fund balance more easily understood.

ATTACHMENTS/EXHIBITS

Exhibit A - Resolution No. 2011-62, A Resolution of the City Council of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

Attachment A – Proposed Reclassification of Fund Balance Components
Attachment B – Reclassification of Fund Balance Components

Exhibit B - Resolution No. CSD 2011-22, A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

Attachment A – Proposed Reclassification of Fund Balance Components
Attachment B – Reclassification of Fund Balance Components

Exhibit C - Resolution No. RDA 2011-09, A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

Attachment A – Proposed Reclassification of Fund Balance Components
Attachment B – Reclassification of Fund Balance Components

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107539

RESOLUTION NO. 2011-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, the City Council desires to classify the various components of fund balance reported by the City as defined in Governmental Accounting Standards Board Statement No. 54 as shown in Exhibit A; and

WHEREAS, the City Council designates the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance; and

WHEREAS, the reclassification of fund balance, as shown in Exhibit B, as herein approved, will enable the City Council to meet the requirements set forth in Governmental Accounting Standards Board Statement No. 54.

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

1. The City Council approves and defines the various components of fund balance as reported by the City as presented in Exhibits A & B to this resolution.

2. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year.

3. The City Council designates the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Exhibit A

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00107543

ATTACHMENT A
Proposed Reclassification of Fund Balance components

PRE-GASB 54	Account No.	Definition	**GASB 54 Category**
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
Reserve - Prepaid/Other Assets	3110	The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.	Nonspendable
Reserve - Future Debt Service	3110.10	The portion of fund balance derived from those funds within a given fund that has been set aside for ***future*** debt service/payments.	Assigned
Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned
Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within	Committed

		tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed
Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed

Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

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MV00107547

ATTACHMENT B
Reclassification of Fund Balance components

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance – Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance – Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance – Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

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MV00107549

RESOLUTION NO. CSD 2011-22

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, the President and Board of Directors desires to classify the various components of fund balance reported by the City as defined in Governmental Accounting Standards Board Statement No. 54 as shown in Exhibit A; and

WHEREAS, the President and Board of Directors designates the Financial & Administrative Services Director of the City of Moreno Valley as the District official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance; and

WHEREAS, the reclassification of fund balance, as shown in Exhibit B, as herein approved, will enable the Moreno Valley Community Services District to meet the requirements set forth in Governmental Accounting Standards Board Statement No. 54.

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

1. The President and Board of Directors approves and defines the various components of fund balance as reported by the City as presented in Exhibits A & B to this resolution.

2. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year.

3. The President and Board of Directors designates the Financial & Administrative Services Director of the City of Moreno Valley as the District official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vise-President and President)

_____

SECRETARY

(SEAL)

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MV00107553

ATTACHMENT A
Proposed Reclassification of Fund Balance components

PRE-GASB 54	Account No.	Definition	**GASB 54 Category**
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
Reserve - Prepaid/Other Assets	3110	The portion of fund balance that represents the asset amount of prepaid expenditures, held by a given fund.	Nonspendable
Reserve - Future Debt Service	3110.10	The portion of fund balance derived from those funds within a given fund that has been set aside for ***future*** debt service/payments.	Assigned
Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned
Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within	Committed

		tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed
Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed

Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

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MV00107557

ATTACHMENT B
Reclassification of Fund Balance components

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance – Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance – Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance – Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

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MV00107559

RESOLUTION NO. RDA 2011-09

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, the Chairperson and Agency Members desires to classify the various components of fund balance reported by the City as defined in Governmental Accounting Standards Board Statement No. 54 as shown in Exhibit A; and

WHEREAS, the Chairperson and Agency Members designates the Financial & Administrative Services Director of the City of Moreno Valley as the Agency official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance; and

WHEREAS, the reclassification of fund balance, as shown in Exhibit B, as herein approved, will enable the Community Redevelopment Agency of the City of Moreno Valley to meet the requirements set forth in Governmental Accounting Standards Board Statement No. 54.

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

1. The Chairperson and Agency Members approves and defines the various components of fund balance as reported by the City as presented in Exhibits A & B to this resolution.

2. The classification and reporting of fund balance components as required by Governmental Accounting Standards Board Statement No. 54 will become effective starting with the 2010/11 fiscal year.

3. The Chairperson and Agency Members designates the Financial & Administrative Services Director of the City of Moreno Valley as the Agency official to determine and define the amounts of those components of fund balance that are classified as “Assigned” fund balance.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of Chairperson
of the Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Community
Redevelopment Agency of the City of
Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the City of
Moreno Valley

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that RDA Resolution No. _____ was duly and regularly adopted by the Agency Members of the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

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MV00107563

ATTACHMENT A
Proposed Reclassification of Fund Balance components

PRE-GASB 54	Account No.	Definition	GASB 54 Category
FUND BALANCE, RESERVED			
Reserve - Debt Service	3105	The portion of fund balance derived from those funds within a given fund that has been set aside for ***current*** debt service/payments.	Assigned
Reserve - Encumbrances	3106	The portion of fund balance used to account for encumbrances being carried over from the prior fiscal year into the current fiscal year.	Assigned
Reserve - Long-Term Receivables	3107	The portion of fund balance that represents the asset amount of long-term receivables, held by a given fund.	Nonspendable
Reserve - Special Reward	3108	The portion of fund balance derived from those funds within a given fund that has been set aside for special rewards.	Assigned
Reserve - Future Projects	3109	The portion of fund balance derived from those funds within a given fund that has been set aside for future projects.	Assigned
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Reserve - Land Held for Redevelopment	3110.11	The portion of fund balance that represents the asset amount of land inventory that is being held for redevelopment, held by a given fund.	Nonspendable
Reserve - Advances to Other Funds	3110.5	The portion of fund balance that represents the asset amount of cash advanced to other funds, held by a given fund.	Nonspendable
Reserve - Development Services	3110.6	The portion of fund balance derived from those funds within a given fund that has been set aside for development services activities.	Assigned
Reserve - Revolving Line of Credit (LOC)	3110.7	The portion of General Fund fund balance that has been set aside to establish a revolving line of credit to support electric energy purchases in the amount of $2,600,000.	Committed
Reserve - Water Quality	3110.8	The portion of fund balance derived from Utility Rates Revenue reserved to maintain environmental water ponds. $69 per year shall be levied on all residential properties within	Committed

		tracts required to construct bioswales/water quality basins. This levy is subject to an annual adjustment of the Consumer Price Index (CPI) for Los Angeles/Riverside County.	
FUND BALANCE - UNRESERVED, DESIGNATED			
Designated - Equipment Replacement	3112	The portion of fund balance derived from those funds within a given fund to be used for funding replacement equipment.	Assigned
Designated - Capital Projects	3200	The portion of fund balance derived from those funds within a given fund to be used for funding capital projects.	Assigned
Designated - Operating Deficit	3201	The portion of fund balance derived from those funds within a given fund to be used for stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.	Unassigned
Designated - Continuing Appropriations	3202	Used to account for that portion of fund balance that is being used to fund appropriations being carried over from the prior fiscal year into the current fiscal year.	Assigned
Designated - GASB 31	3203	Used to account for that portion of fund balance that is a result of unrealized investment gains that have been recorded in accordance with GASB Statement No. 31.	Assigned
Designated - Emergency Fire Equipment	3205	The portion of fund balance derived from those funds within a given fund to be used for funding emergency fire equipment.	Assigned
Designated - GASB 45	3208	That portion of fund balance that is set aside for Other Post Employment Benefits (OPEB) in accordance with GASB Statement No. 45.	Assigned
Designated - Developer Credits and reimbursements	3209	That portion of fund balance that is set aside for Development Impact Fee (DIF) revenue credits & reimbursements at 10% of the gross DIF revenues collected each fiscal year. Current year DIF revenue shall first be applied to current year debt service (principal & interest) prior to the setting aside funds for this reserve as stated in Council Resolution 2008-104.	Committed
Designated - Scholarship program	3210	This account object only exists in Community Services District Zone A - Parks Fund (161); is used to designate proceeds from VSP snack proceeds and After School Store.com donations received.	Committed

MV00107565

Designated - Contingencies	3900	The portion of fund balance that has been set aside as the City's emergency or "rainy day" fund.	Unassigned
FUND BALANCE - UNRESERVED, UNDESIGNATED			
Fund Balance - Unreserved, Undesignated	3911	The portion of fund balance that hasn't been restricted or designated for any purpose and only exists in the General Fund.	Unassigned
NEW CATEGORIES			
Fund Balance - Restricted	XXXX	The portion of fund balance that is in any non-General Fund governmental fund reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.	Restricted
Fund Balance - Committed	XXXX	The portion of fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of City Council, and remain binding unless removed in the same manner.	Committed
Fund Balance - Assigned	XXXX	That portion of fund balance that includes amounts that are constrained by the City's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established by the Financial & Administrative Services Director.	Assigned

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MV00107567

ATTACHMENT B
Reclassification of Fund Balance components

POST GASB 54	Account No.
FUND BALANCE, NON-SPENDABLE	
Reserve - Long-Term Receivables	3107
Reserve - Prepaid/Other Assets	3110
Reserve - Land Held for Redevelopment	3110.11
Reserve - Advances to Other Funds	3110.5
FUND BALANCE, RESTRICTED	
Fund Balance – Restricted	XXXX
FUND BALANCE, COMMITTED	
Reserve - Revolving Line of Credit (LOC)	3110.7
Reserve - Water Quality	3110.8
Designated - Developer Credits and reimbursements	3209
Designated - Scholarship program	3210
Fund Balance – Committed	XXXX
FUND BALANCE, ASSIGNED	
Reserve - Debt Service	3105
Reserve - Encumbrances	3106
Reserve - Special Reward	3108
Reserve - Future Projects	3109
Reserve - Future Debt Service	3110.10
Reserve - Development Services	3110.6
Designated - Equipment Replacement	3112
Designated - Capital Projects	3200
Designated - Continuing Appropriations	3202
Designated - GASB 31	3203
Designated - Emergency Equipment	3205
Designated - GASB 45	3208
Fund Balance – Assigned	XXXX
FUND BALANCE, UNASSIGNED	
Designated - Operating Deficit	3201
Designated - Contingencies	3900
Fund Balance - Unreserved, Undesignated	3911

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MV00107569

MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00107571

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: APPROVAL AND ACCEPTANCE OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2011-08 to accept and approve the CFD No. 1 Annual Special Tax Report for fiscal year 2011/12, which is on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 1.

BACKGROUND

In 1986, CSD Zone A was established to fund park and community services. The cost to provide park maintenance services steadily increased over the years, while the CSD Zone A annual charge of $87.50 per parcel or per dwelling unit "DU" for multifamily parcels has remained fixed since fiscal year ("FY") 1992/93. Rising program costs along with an increase of new residential developments created a need for additional funding to support the new neighborhood park areas. CSD Zone A funds could not adequately accommodate the maintenance costs of both existing and newly constructed neighborhood park facilities. The CSD formed CFD No. 1 in an effort to provide for the ongoing maintenance and safety of new neighborhood parks, without jeopardizing CSD Zone A funding for the existing park facilities and community services.

On July 8, 2003, the CSD Board conducted a Public Hearing for the formation of CFD No. 1, approved a resolution to provide for future territory annexation into CFD No. 1,

and authorized a special tax levy. The special tax funds public services such as ongoing maintenance and/or repair of park facilities, park improvements, and all efforts by Park Rangers that are devoted to the maintenance and safety of the newly constructed neighborhood parks accepted by the City of Moreno Valley Parks and Community Services Department for maintenance after District formation in July 2003. FY 2003/04 was the first year for the special tax levy. Residential developments that create the need for new neighborhood parks or are in a proximity to a District facility are conditioned to participate in CFD No. 1.

Proposition 218, a constitutional initiative known as the Right to Vote on Taxes Act, was approved by California voters in November 1996. Proposition 218 requires that any new or proposed increase in property-related assessments, fees, charges, or taxes be submitted to property owners for approval. Subsequently, increases not addressed in the rate and method of apportionment of special tax ("RMA") will be subject to a two-thirds approval by the property owners within CFD No. 1.

DISCUSSION

The City Council shall consider implementing the RMA to cover the FY 2011/12 special tax requirement for CFD No. 1, as submitted in the special tax report on file in the office of the City Treasurer. Detailed within the annual special tax report ("Report") is the description of the CFD proceedings, identification of participating developments, park facilities maintained within the District, description of services, and the amount of the special tax to be levied for FY 2011/12.

The CFD No. 1 maximum special tax rate for FY 2011/12 is $146.12 per parcel/DU; however, a lower amount may be levied for FY 2011/12 depending on projected District expenses. The special tax is applied only to those parcels annexed into the District and will be collected on the Riverside County property tax bill. The FY 2011/12 CSD Zone A levy of $87.50 per dwelling unit will continue to be collected to support maintenance of existing park facilities and community programs.

ALTERNATIVES

1. **Approve and adopt the proposed resolution** to accept and approve the Annual Special Tax Report on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the RMA to cover the annual special tax requirement for CFD No. 1. *This approval will allow collection of monies necessary to fund ongoing maintenance and administrative services in CFD No. 1.*

2. **Do not approve or adopt the proposed resolution** to accept and approve the Annual Special Tax Report on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the RMA to cover the annual special tax requirement for CFD No. 1. *If the CFD No. 1 special tax is not authorized to be levied, there will be a shortage of funds to pay for ongoing maintenance and administrative services in CFD No. 1.*

FISCAL IMPACT

The special tax shall be levied on all properties within CFD No. 1 on the 2011/12 Riverside County property tax bills. **The special tax collected can only be used to cover costs associated with administration and maintenance of park facilities within the District. Collection of the CFD No. 1 special tax reduces the level of CSD Zone A support necessary to maintain neighborhood parks.** Commercial and industrial properties are not affected by the levy of this special tax.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
A special tax for CFD No. 1 is collected in accordance with the provisions outlined in the Mello-Roos Community Facilities Act of 1982.

SUMMARY

The CSD Board shall consider implementing the special tax levy for CFD No. 1, per the RMA, as identified within the Report on file in the office of the City Treasurer.

EXHIBITS

Exhibit A Resolution to Accept and Approve the CFD No. 1 Annual Special Tax Report for Fiscal Year 2011/12
Exhibit B Boundary Map CFD No. 1

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mike McCarty,
Parks & Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Facilities Districts CFD\CFD 1 Neighborhood Parks\Annual Report\2011-12\staff report and resolution\staff report and resolution\Staff Report 06.14.11.doc

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MV00107575

RESOLUTION NO. CSD 2011-08

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING AND APPROVING THE COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12

WHEREAS, the CITY COUNCIL for the CITY OF MORENO VALLEY, CALIFORNIA, acting in their capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), did form Community Facilities District No. 1 ("CFD No. 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and,

WHEREAS, following approval by the qualified electors of the District, the CSD Board, acting as the legislative body, did introduce and adopt Ordinance Nos. CSD-40 (Urgency Ordinance) and CSD-41 (an Ordinance to authorize the levy of a special tax within CFD No. 1); and,

WHEREAS, the CSD Board adopted Resolution No. CSD 2003-26 authorizing annexation of Territory in the future to CFD No. 1; and,

WHEREAS, annexations to CFD No. 1 have been conducted by the Community Services District following formation of the District; and,

WHEREAS, The City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2011/12; and a copy of said Report is on file in the office of the City Treasurer and is incorporated herein by this reference as if fully set forth.

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

1. That the above recitals are all true and correct.

2. That the Report for FY 2011/12, as on file in the office of the City Treasurer, is hereby approved.

3. That this legislative body hereby authorizes the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover

the annual special tax requirement for CFD No. 1 as set forth in the Report and hereby is levied during FY 2011/12 against the parcels within the District.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the Capacity of President
of the Moreno Valley Community
Services District

ATTEST:

_____
City Clerk, Acting in the Capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

_____
City Attorney, Acting in the Capacity
of General Counsel of the Moreno
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vise-President and President)

_____
SECRETARY

(SEAL)

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MV00107579

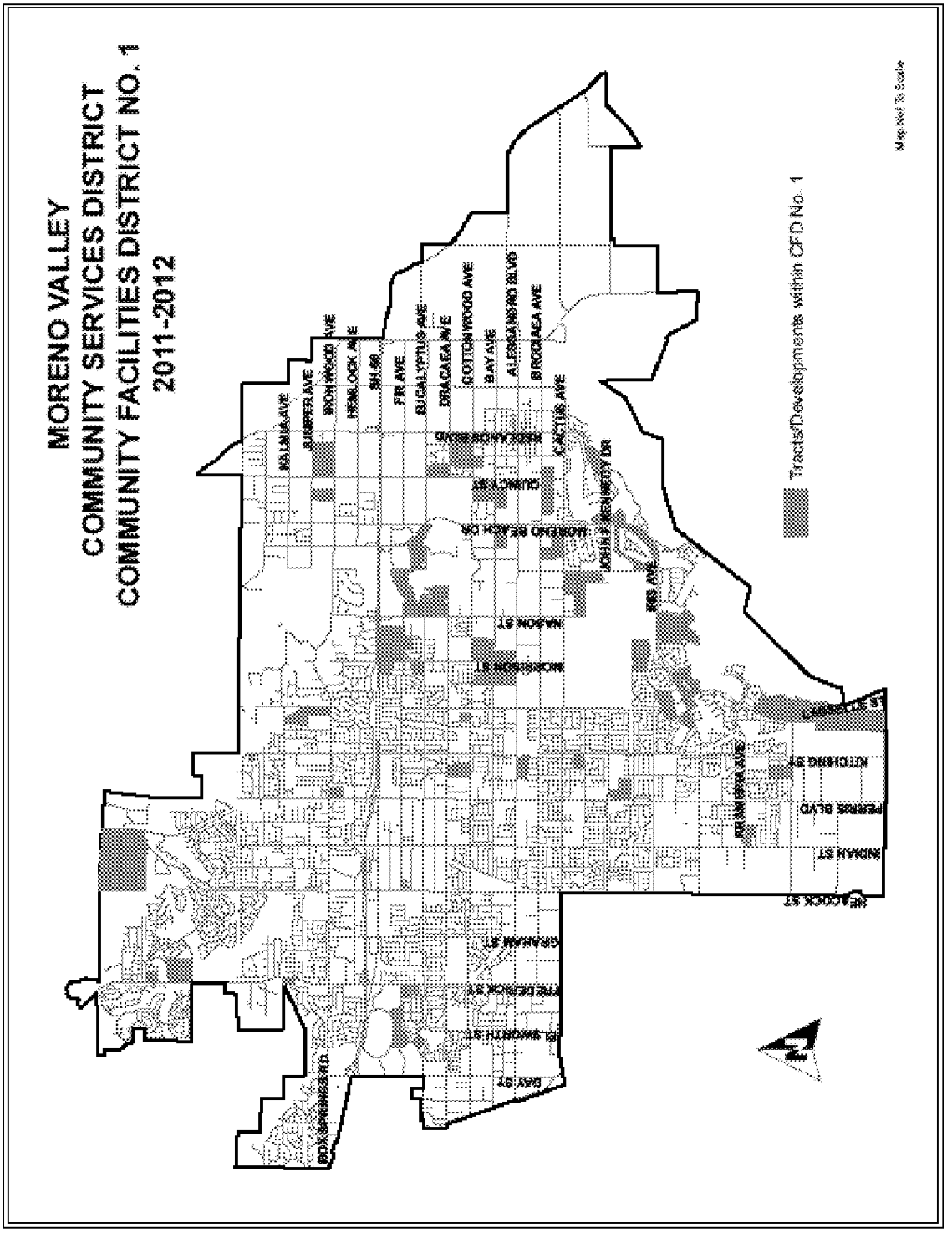
MORENO VALLEY
COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1
2011-2012
Tracts/Developments within CFD No. 1
Map Not To Scale
KALMIA AVE
JUNIPER AVE
IRONWOOD AVE
HEMLOCK AVE
SH 60
FIR AVE
EUCALYPTUS AVE
DRACAEA AVE
COTTONWOOD AVE
BAY AVE
ALESSANDRO BLVD
BROCAEA AVE
CACTUS AVE
WEST KENNEDY DR
CLARK ST
MORENO BEACH DR
JOHN F KENNEDY DR
IRIS AVE
MASON ST
MORRISON ST
EL SOBRANTE
KITCHING ST
PERRIS BLVD
INDIAN ST
MEADOWCK ST
GRAHAM ST
FIRE DERRICK ST
EL SUNCREST ST
DAY ST
BOX SPRINGS BLVD

EXHIBIT B

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MV00107581

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: **AWARD OF CONTRACT** – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-1/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-1 (TOWNGATE) AND E-1A (RENAISSANCE PARK)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD):

1. Approve the attached Agreement for CSD Project E-1/11 (the "Agreement") with Marina Landscape Inc., and;

2. Authorize the President of the CSD Board to execute said Agreement with Marina Landscape Inc., and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to Marina Landscape Inc., in the amounts of:

    a. NINETY-SEVEN THOUSAND NINE HUNDRED AND SIX AND 80/100 DOLLARS ($97,906.80) for twelve (12) months of base maintenance services and;

    b. NINE THOUSAND SEVEN HUNDRED NINETY AND 68/100 DOLLARS ($9,790.68) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Advertisements requesting proposals for extensive maintenance of the public parkways and medians within the CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park) service areas, which are located within the Towngate Specific Plan development (Project E-1/11), were placed in The Press-Enterprise on January 19, 2011 and January 26, 2011. Copies of the complete RFP document were also sent to F.W. Dodge-McGraw-Hill and Bid America for publishing both in print and on-line. In addition, the RFP document was also posted on the City's website.

Representatives from eighteen (18) landscape maintenance firms attended the mandatory pre-submittal meeting on January 27, 2011. At this meeting staff explained in detail the information requested in the RFP, and the proposal submittal and selection process.

Proposals were submitted to the office of the City Clerk on February 2, 2011, by seven (7) firms. Staff from the Special Districts Division of the Public Works Department reviewed the proposals that were received by the submission deadline. Marina Landscape Inc., met the contracting requirements and was the lowest responsive and responsible proposer (See Attachment 2).

DISCUSSION

R.F.P. No. E-1/11 provides for extensive maintenance of the public parkways and medians within the CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park) service areas, which are located within the Towngate Specific Plan development. The proposal submitted by Marina Landscape Inc., demonstrates that this company should be able to perform the required services as requested at a cost that is approximately 66% less than the current contract for this service area, which will terminate on June 30, 2011. The key provisions of the Agreement include:

1. The furnishing of contract labor, specified materials, and equipment necessary to maintain over 11 acres of extensive parkway and median landscaping and irrigation located in the E-1 and E-1A Service Areas.

2. The CSD will furnish the necessary utilities (water, electricity, and irrigation system control communication service), certain ancillary materials, and staff field inspection services to manage the irrigation systems and coordinate contractor operations.

3. The Agreement has an initial term of twelve months, commencing on July 1, 2011, and terminating on June 30, 2012. The CSD, at its option, may enter into negotiations with the contractor to extend the Agreement for additional one-year

periods, not to exceed a total of four such extensions (Exhibit D, Section 1., paragraph B. of the Agreement).

ALTERNATIVES

1. By approving the Agreement with Marina Landscape Inc., and authorizing the issuance of a purchase order at the start of the 2011/12 Fiscal Year, contingent upon execution of the Agreement, submittal of satisfactory proofs of insurance, and payment and submittal of performance bonds, the CSD Board shall provide for base maintenance services for the landscaped parkways and medians associated with CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park). Marina Landscape Inc.'s proposal was complete and comprehensive. The firm's municipal references and the level of care it provides on agency contracts of comparable types indicate its ability to perform satisfactorily under the scope of this Agreement. *By accepting this proposal, the CSD will ensure continuity of service to the E-1 Parkways & Medians and Day St. Medians, and E-1A Parkway & Median landscaped areas.*

2. By not accepting the proposal from Marina Landscape Inc., and directing staff to publish a second solicitation of proposals, landscape maintenance for CSD Zone E-1 (Towngate) and Zone E-1A (Renaissance Park) the landscaping may incur a lapse in maintenance services. *This alternative would consume additional staff time and resources, with no assurance of receiving a more favorable result for the CSD. (Marina's proposal, selected to commence in FY 2011/12, represents approximately a 66% reduction in the current year's contract rate.)*

FISCAL IMPACT

The necessary annual purchase orders for the initial term of this contract are set forth below.

Purchase Order Type/Fund/Business Unit	2011/2012 Fiscal Year P.O. Amount
Base Contract	
00182.78220.6261	$88,429.68
00182.78281.6261	$ 9,477.12
Additional Work	
00182.78220.6261	$ 8,000.00
00182.78281.6261	$ 1,790.68
Total P.O. Amounts	**$107,697.48**

The above amounts have been budgeted for Zone E-1 and Zone E-1A for the coming fiscal year, with costs to be recovered through annual CSD parcel charges. The parcel charges collected may only be used for landscape maintenance services of parkways and medians in the Towngate Specific Plan area. **This action will not impact the City's General Fund**.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
By accepting the proposal of Marina Landscape Inc., the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are properly cared for.

SUMMARY

The actions before the CSD Board are to approve the attached Agreement for Project E-1/11, authorize the Board President to execute the Agreement with Marina Landscape Inc., and authorize the Purchasing Division Manager, at the start of Fiscal Year 2011/12, to issue purchase orders to Marina Landscape Inc. for twelve months of base maintenance services and anticipated Additional Work.

NOTIFICATION

Not applicable.

ATTACHMENTS

Attachment 1. Zones E-1 and E-1A Vicinity Maps

Attachment 2. Proposal Recap Sheet

Attachment 3. Copy of Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

Concurred By
Candace E. Cassel
Special Districts Division Manager

Concurred By
Daniel Monto
Senior Landscape Services Inspector

Department Head Approval
Chris A. Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107587

Attachment
1
(Behind this page)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1 • Towngate

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held

Item No. B.4

8

Landscaped Parkway

Landscaped Median

Zone E-1 Parcels

Map Created by Moreno Valley GIS
Print Date: November 29, 2007
File: G:\ArcMap\Special Districts\E1_8.5x11.mxd

MV00107589

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-1A • Walls/Internal Landscape Maintenance

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

8

CSD Maintained Aterial Walls
CSD Maintained Landscape and Internal Walls
Zone E-1A Parcels

Map Created by Moreno Valley GIS
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Item No. B.4

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MV00107591

Project E-1/11
Proposal Recap Sheet

Propopser	PRICE
BEMUS	$141,946.00
MARINA	**$97,906.00**
TRUGREEN	$124,699.44
TROPICAL	$122,160.00
SPECTRUM	$133,860.00
GREEN IT UP	$133,125.36
EXCEL	$142,237.29

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MV00107593

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	Marina Landscape, Inc.
Street Address	
Street Address	1900 S. Lewis Street
City, State, Zip	Anaheim, CA 92805-6621
Mailing Address	
(If same as Street Address,	Same as above
write same or same as above)	
Business Phone (with area code)	(714) 939-6600
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(714) 935-1199
Email Address	
Social Security Number	
Business License Number	
Federal Tax ID Number	95-3760820
Contractor's License Number	
& Classification	492862 A, B, C27, and C36

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated

herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the City of Riverside (Riverside), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

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

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

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide

legal defense for both the Contractor and the City, RDA, District, and Riverside against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

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

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

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

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

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

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall

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

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

[Mailing Address (Post Office Box, if applicable]

[Telephone number]

[Fax number]

[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD:

MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District	Contractor
By: _____	By: _____
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) (Partner) (Joint Venturer) (Owner)
Date: _____	Date: _____

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)
Date: _____

Affix Corporate Seal Below
(If applicable)

Attachments

EXHIBIT A
R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his//her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and

monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth

hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the

Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage <u>only</u> during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the <u>minimum</u> acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **<u>any</u>** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations..

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and

accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection

with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these

parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

    (f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per

Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-

way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are

not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

(a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

(b) Be turned off during periods of rainfall, or as directed by District field staff;

(c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in

paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification is required to Director five (5) working days prior to

fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an

infestation be detected. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames

established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect

infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision)

standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

   (d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

   (a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

   (c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

(c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

(a) Be operated only when Contractor's personnel are present on site;

(b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any

way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

(b) Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs

OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

(b) Appropriate chemical control must be used on the following weeds.

Bermuda Grass
Kikuyu Grass
Nutsedge
Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

23. PROJECT LOCATION MAP

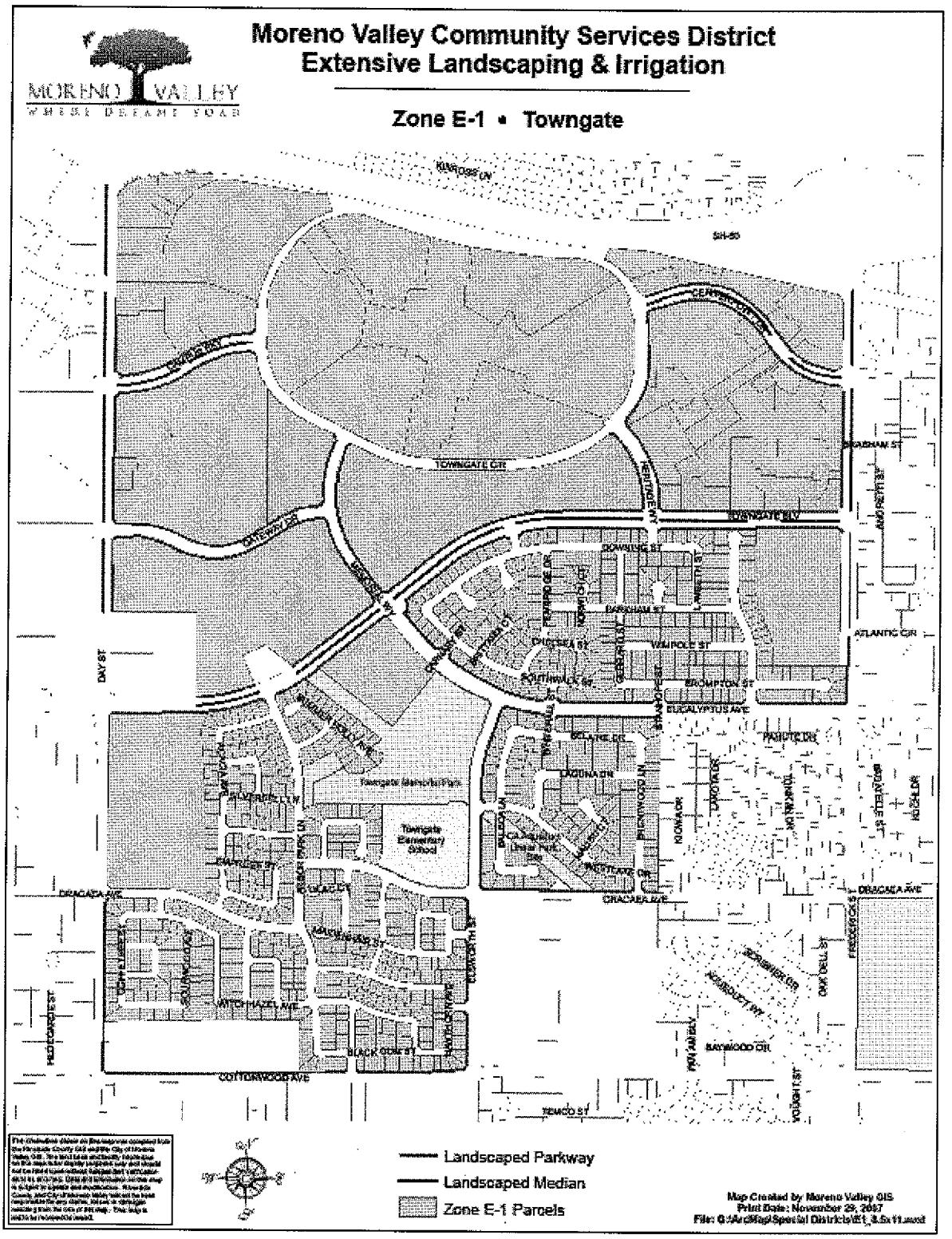

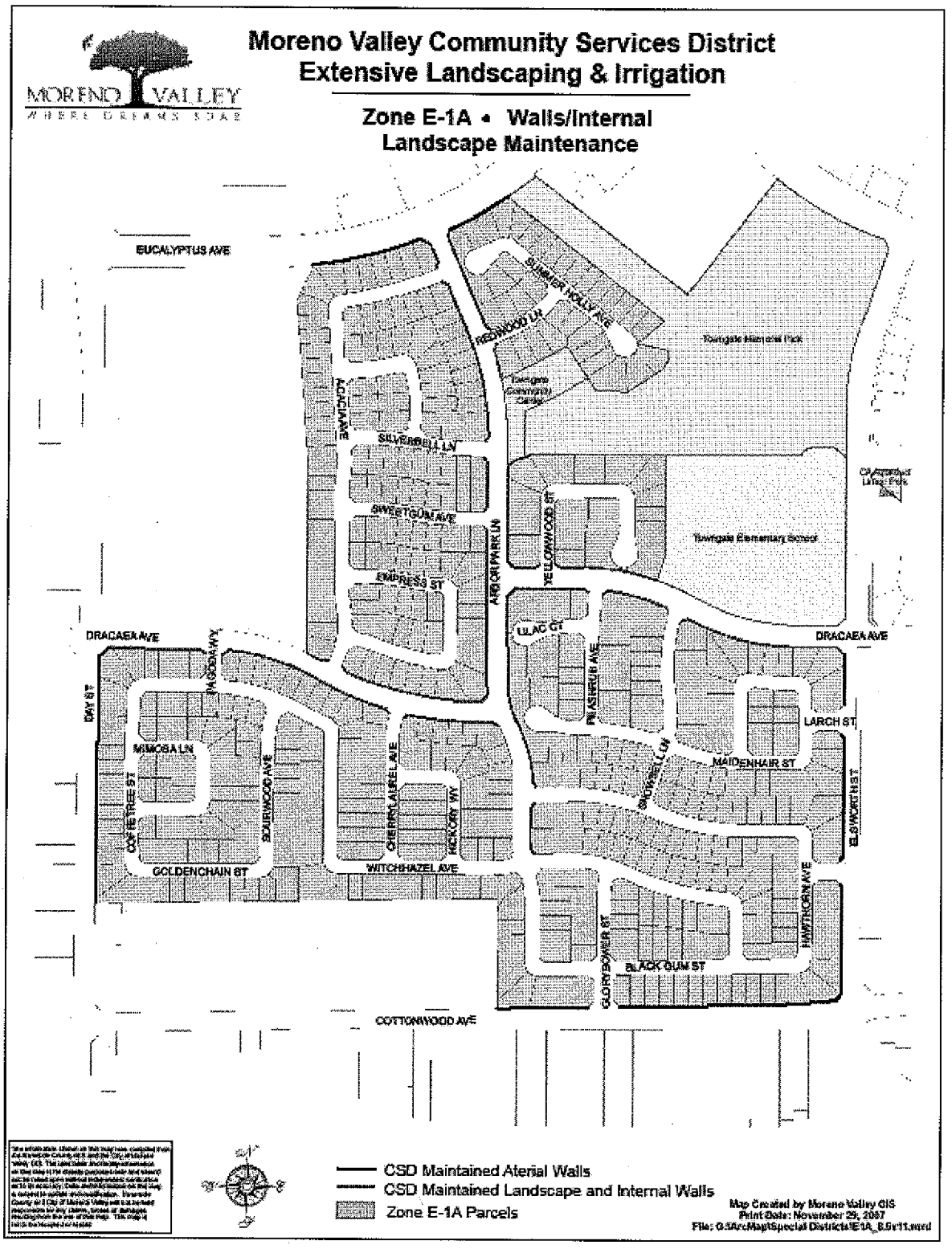
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
Zone E-1A • Walls/Internal
Landscape Maintenance
MORENO VALLEY
EUCALYPTUS AVE
SILVER HOLLY AVE
REDWOOD LN
ACACIA AVE
SILVERBELL LN
SWEETGUM AVE
EMPRESS ST
ARBOR PARK LN
YELLOWWOOD ST
LILAC CT
DRACAEA AVE
PAGODA WY
DAY ST
MIMOSA LN
COFFEETREE ST
BOXWOOD AVE
CHERRYLAUREL AVE
HICKORY WY
GOLDENCHAIN ST
WITCHHAZEL AVE
PASTEUR AVE
LARCH ST
MAIDENHAIR ST
SILVERBELL LN
ELSWORTH ST
HAWTHORN AVE
GLORYBOWER ST
BLACK GUM ST
COTTONWOOD AVE
CSD Maintained Aterial Walls
CSD Maintained Landscape and Internal Walls
Zone E-1A Parcels
Map Created by Moreno Valley GIS
Print Date: November 29, 2007

EXHIBIT B: District Responsibilities

R.F.P. NOE-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms

R.F.P. NO E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of eight thousand, one hundred and fifty-six dollars and ninety/100 ($8,158.90) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed ninety-seven thousand, nine hundred and six dollars and eighty/100 ($97,906.80), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2., paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $9,790.68 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-1/11
PROJECT NO. E-1/11

TOWNGATE
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: Marina Landscape Inc.

TYPE
- Sole proprietor _____
- Partnership _____
- Corporation X

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1900 S. Lewis Street
Anaheim, CA 92805

MAIN OFFICE PHONE NUMBER: (714) 939-6600

SATELLITE OFFICE ADDRESS (if applicable):
N/A

SATELLITE OFFICE PHONE NUMBER N/A

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: #492862 A, B, C27, C36
Corporation

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 25

LICENSE EXPIRATION DATE: 6/30/2012

CURRENT LICENSE STATUS: Active

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / No
IF YES, LIST CITATION TYPE AND HOW RESOLVED: N/A

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 95-3760820

E. NAME AND TITLE OF COMPANY OFFICERS:

Robert Cowan	President & Secretary
Ali Tavakoli	Vice President of Construction
Teri Nguyen	CFO

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 39

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 39

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: 155
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 15%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $11,000,000/YEAR

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS: 8	AVERAGE WAGE SCALE: $ 32	/HR.*
TECHNICIANS: 12	AVERAGE WAGE SCALE: $ 22	/Hr.*
FOREMEN: 45	AVERAGE WAGE SCALE: $ 19.65	/Hr.*
LABORERS: 320	AVERAGE WAGE SCALE: $ 15	/Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: Ford F-250 NUMBER: 78
- TYPE: Ford F-350 NUMBER: 15

- TYPE: Dump Truck NUMBER: 2
- TYPE: Low Boy Tractor NUMBER: 2

B POWER EQUIPMENT

- TYPE: Ex Mark Laser Mower NUMBER: 32
- TYPE: Toro Pro-Line 36" Mower NUMBER: 45
- TYPE: Power-Edge Edger NUMBER: 57
- TYPE: Stihl Blowers NUMBER: 110

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

Marina Landscape Inc.

Landscape Maintenance References

City of Anaheim, CA - Eastside Resort District **120 acres**

Contact: Dan Oregel
(714) 765-6961
Fax: (714) 765-5288
doregel@anaheim.net

200 S. Anaheim Blvd.,
Anaheim, CA 92805

$950,000 / year
9/1/09-present

Lake Forest Sports Fields **100 acres**
(2010 C.L.C.A. First Place Prize – Sports Fields Maintenance)

Contact: Oscar Garcia
(949) 283-1737
Fax: (949) 461-3512
lestevez@ci.lake-forest.ca.us

25550 Commercentre Dr., Suite 100
Lake Forest, CA 92630

$650,000/year
1/1/10 – 12/31/2012

Culver City – City wide landscape maintenance **65 acres**

Contact: Patrick Reynolds
(310) 253-6471
Fax: (310) 253-6666
patrick.reynolds@culvercity.org

4117 Overland Avenue
Culver City, CA 90230

$400,000 / year
8/1/09-present

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

1900 S. Lewis Street
Anaheim, CA 92805

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:**

See Below

2. **Motor Vehicles:**

Ford F-250 Crew Cab

3. **Turf Maintenance Power Equipment/Tools:**

EzMark Lazer or Toro 36" mower
Weed Eaters
Power-Edge Edgers
Backpack Blowers

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Pole & Edge Trimmers
Power Edgers
Weed Eaters
Hedge Trimmers
Rake & Brooms
Stihl Backpack Blowers
Various Hand Tools

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Remote Control
Wire Tracers
Pumps
Rotators
Various Toners/Volt Meters
Cutting Tools
Glue
Wrenches
Routine Irrigation Repair Parts.

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Walk Behind Spreaders
Wide Applicator
Hand Spreaders
Deep-Root Injector (if needed)

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

350-Gallon Spray Rig (if needed)
Backpack Sprayers
Tree Gun
Trailor Mounted Wide Spray Applicator

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

SEE ATTACHED

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

VICTOR SOLIS - ISA CERTIFIED TREE TRIMMER

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

JOSE LUIS SOLANO - CERTIFIED IRRIGATION TECHNICIAN
CHRIS CURRY - CERTIFIED AUDITOR
GUSTAVO CAMPOS - CERTIFIED IRRIGATION TECHNICIAN
- BACKFLOW INSPECTOR

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

ROBERT COWAN - PCL, PCA
VICTOR GARIBAY - QAL

Key Personnel

Marty Stowell, Superintendent, Operations Manager

Marty has been in the landscaping industry for over 30 years. He is responsible for the entire Maintenance Operations Department which includes overseeing all of our maintenance jobs and crews. Marty's expertise is found in maintaining city-wide maintenance contracts and HOAs in Southern California. His keen eye for scheduling and the utilization of our crews makes our maintenance operations very efficient and effective. Marty also has vast knowledge in landscape irrigation and installation, estimating and construction.

Jose Luis Solano, Supervisor, Landscape Maintenance

Jose Luis has been working in the landscape industry for over 18 years. His landscape background includes management, irrigation, maintenance and arbor care. Jose Luis is responsible for a crew of 55 employees maintaining large public and private parks, sports venues and commercial landscapes in Los Angeles and Orange Counties. Jose Luis is especially familiar with irrigation repair and maintenance. Notable projects include Anaheim Resort District, Anaheim, CA; Yorba Park, Yorba Linda, CA; and Seal Beach Naval Housing, Seal Beach, CA and Rancho Palos Verdes Parks and Trails.

City of Rancho Palos Verdes (Parks and Trails)

Currently

- Oversee the full-time maintenance crews spread out over the City's 200 acres of parks, trails and landscaped areas.
- Daily maintenance of all baseball fields, parks, trees, trails, landscapes, irrigation and facilities
- Turf renovations include, aerating, verti-cutting, overseeding/reseeding, topdressing, fertilizing, and establishing
- In charge of granular/foliar applications of fertilizer/herbicide/insecticide/ fungicide/PGR

City of Anaheim, General Supervisor on our Anaheim Projects

- Eastside Resort District, Landscape and Power Washing
- Anaheim Convention Center
- Anaheim Parks, Mowing and Trash
- Anaheim Family Justice Center
- Little Warner Basin
- Anaheim Civic Center

Angie Trejo, Office Manager, Landscape Maintenance

Rosa has over 15 years experience in landscape industry, and joined the Marina family in 2007. Angie's key strengths as an office manager include client relations and accounting. Angie is responsible for accounts payable, accounts receivable, payroll reports, and customer service. Angie is also fluent in both English and Spanish.

MV00107655

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow / Edge Planters Weed Control Litter Control 4 men - 8 hrs ea.	Planters Weed Control Litter Control 2 men - 8 hrs. Irrigation Tech 8 hrs.	Planters Weed Control Litter Control Rodent Control Disease Control 1 man - 8 hrs.	Planters Weed Control Litter Control Trees 3 men - 8 hrs.	
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 Mow / Edge Planters Weed Control (Quantrac) Litter Control 3 men - 8 hrs.	Planters Litter Control Rodent Control 2 men - 8 hrs.	Planters Irrigation Tech 6 hrs.	Planters Litter Control Trees 2 men - 8 hrs.	/
WEEK #2 Planters Litter Control Rodent Control 2 men - 8 hrs.	Planters Litter Control Rodent Control 2 men - 8 hrs.	Planters Irrigation Tech. 6 hrs.	Planters Litter Control Disease Control 2 men - 8 hrs.	/
WEEK #3 Same as week #1 →				/
WEEK #4 Same As week #2 →				/

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Pest & Disease Trees Irrigation Tech 4 hrs. 2 men - 6 hrs.		
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same as Week #1				

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1		Planters Weed Control Litter Control Rodent & Disease Trees Irrigation Tech 2 HRS. Mow - 8 HRS.		
WEEK #2 Same as Week #1				
WEEK #3 Same as Week #1				
WEEK #4 Same As Week #1				

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1 ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports.	**FEBRUARY**	**MARCH** Ensure Ground Covers is Pruned - 80 hrs.
APRIL Aerate Turf - 8 hrs Humus Fertilizer - 8 hrs. Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned, 80 hrs.
JULY Aerate Turf 8 hrs	**AUGUST**	**SEPTEMBER** Ensure Ground Cover is Pruned - 80 hrs. Ensure Shrubs Are Pruned - 160 hrs. Shrub & G.C. Fert - 8 hrs.
OCTOBER Aerate Turf 8 hrs. Humus Fertilizer - 8 hrs.	**NOVEMBER** Inspect all Trees over 18'	**DECEMBER** Ensure Ground Cover is Pruned - 80 hrs.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY** Turf Fert - 8 hrs.	**MARCH** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
APRIL Shrub & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs. Turf Fert - 8 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.
OCTOBER	**NOVEMBER** Inspect trees over 18' Ensure Shrubs are pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 80 hrs. Weed Control - 40 hrs.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-1A ANNUAL SCHEDULE SHEET

JANUARY Monthly Reports	**FEBRUARY**	**MARCH** Ensure Ground Cover is Pruned - 40 hrs.
APRIL Shrub & G.C. Fert. - 8 hrs.	**MAY**	**JUNE** Ensure Ground Cover is Pruned - 40 hrs.
JULY	**AUGUST**	**SEPTEMBER** Ensure Ground Cover & Shrubs are Pruned - 40 hrs. Shrub & G.C. Fert. - 8 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18'	**DECEMBER** Ensure Ground Cover is Pruned - 40 hrs.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-1A ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
APRIL Shrub & G.C. Fert - 8 hrs.	**MAY**	**JUNE** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs
JULY	**AUGUST**	**SEPTEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.
OCTOBER	**NOVEMBER** Inspect all Trees over 18' Ensure Shrubs are Pruned - 40 hrs.	**DECEMBER** Ensure G.C. is Pruned - 40 hrs. Weed Control - 20 hrs.

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Best Poly Supreme	2,000 LBS.	$1,500
Humus Fert.	1,800 LBS	$1,225

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Round-Up	4 Gallons	$350
Giant Destroyer	2 cases	$200
Dimension (if needed)	500 LBS.	$650

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

See Attached

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

Communications:

Every morning our whole office and field staff reports to the Anaheim yard. We are directed by the Operations Manager and Supervisors about routes and duties. There is constant communication between all levels of operations via cell phones which are carried by all crews.

All emergency calls can be directed to our office phone number at (714) 939-6600. The after-hour emergency system will re-direct the call to Juan Galindo, who is our emergency on-call supervisor. He will immediately contact Stephen Guise, VP of Maintenance Operations, and Jose Luis Solano, Supervisor, to let them know of the situation. They will determine the best course of action and remedy the situation. This system ensures all levels of management are aware of any emergencies that may arise.

Traffic Safety:

We will set up our traffic control in accordance with the Caltrans's MUTCD Part 6. We will set up an advanced warning sign next to the curb 200 feet from the start of the working area. From that point, cones will be placed next to the curb every 30 feet until the work area is cleared, to let drivers know that work is in progress near the road. In the event we need to close a land of traffic, our trucks have the flashing light hookups. Using flashing lights, cones, warning signs, and channelizing techniques, we can direct traffic safely away from our workers. However, we do not intend to close down any lanes of traffic.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

See Attached

MARINA GREEN PLAN

Marina is a landscape firm committed to the environment in everyway The company's diverse projects reflect this commitment, recreation facilities, sport fields, golf courses, hotels, resorts, commercial and industrial developments, public facilities, streetscapes, highway beautification, wetlands, re-vegetation zones, and housing developments.

Marina's landscape projects have won numerous awards from public and private agencies, and contractors' associations.

Marina Landscape is also working in the community as a leader in recycling of "green waste", trash and green waste are separated and disposed of properly. All green waste generated through the maintenance of this project will be delivered to our recycle center where the materials can be re-used to benefit the environment. Receipts will be available for inspection at anytime upon request by the City of Moreno Valley.

Marina Landscape Inc. also mulches the green waste collect from our jobsites, at our in-house location.

Regional Material Recovery
Anaheim Disposal Inc.
1131 N. Blue Gum Street
Anaheim, CA 92805
(714) 238-3300

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
N/A		

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Robert Cowan

TITLE President

COMPANY NAME Marina Landscape Inc.

DATE 2/2/11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and MARINA LANDSCAPE INC., and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind MARINA LANDSCAPE INC. to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE _____

NAME ROBERT COWAN

TITLE PRESIDENT

COMPANY NAME MARINA LANDSCAPE INC.

DATE 2/2/11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: Marina Landscape Inc.
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-1 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 294,598 sq. ft.	$ .01413	$ 4,162.67	$ 49,952.04
		Turf: 148,104 sq. ft.	$ .02035	$ 3,013.92	$ 36,167.04
	Reduced	Planter: 294,598 sq. ft.	$ .00948	$ 2,792.79	$ 33,513.48
		Turf: 148,104 sq. ft.	$ .01365	$ 2,021.62	$ 24,259.44
E-1 LANDSCAPE DAY ST. MEDIANS (currently full service)	Full	Planter: 3,080 sq. ft	$ .01563	$ 48.14	$ 577.68
		Turf 8,800 sq. ft.	$ .01641	$ 144.41	$ 1,732.92
	Reduced	Planter: 3,080 sq. ft	$ .01048	$ 32.28	$ 387.36
		Turf 8,800 sq. ft.	$ .01101	$ 96.89	$ 1,162.68
E-1A LANDSCAPE PARKWAYS & MEDIANS (currently reduced service)	Full	Planter 72,655 sq. ft.	$ .01621	$ 1,177.74	$ 14,132.88
	Reduced	Planter 72,655 sq. ft.	$ .01087	$ 789.76	$ 9,477.12

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-1 Parkways & Medians and Day St. Medians, Reduced service for E-1A Parkways & Medians**):

Figures: 97,906 and 80 /100's Dollars

Words: Ninety-Seven Thousand Nine Hundred Six and 80 /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). N/A **has/have been received and is/are made a part of this proposal.**

President 2/2/11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1.	1 gal. shrub/vine/ground cover in place	@	$ 10	ea
2.	5 gal. shrub/vine/ground cover in place	@	$ 26.50	ea
3.	5 gal. tree in place (stakes included)	@	$ 35 —	ea
4.	15 gal. tree in place (stakes included)	@	$ 100 —	ea
5.	24" box tree in place (stakes included)	@	$ 300 —	ea
6.	36" box tree in place (guy wires included)	@	$ 850 —	ea
7.	Flat of ground cover in place	@	$ 24.50	ea
8.	Planter bed mulch in place	@	$ 75	/cu. yd
9.	Additional labor	@	$ 21.50	/man hour
10.	Additional Irrigation Technician	@	$ 45 —	/man hour

PROPOSER: Marina Landscape Inc.
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .017 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .01 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ .012 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: MARINA LANDSCAPE INC.
(Company Name)

10. CONTRACT PROPOSAL

The undersigned declares that he/she has carefully examined the location(s) of the proposed work, that he/she has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed, for the unit cost and lump sum amounts set forth in the proposal and as listed as follows. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL BASE COMPENSATION AMOUNT (FROM Exhibit E, Section 9 (Schedule II) A. "Bid Schedule"):

Ninety-Seven Thousand Nine Hundred Six & 80/100
(Dollar Amount in Words)

$ 97,906.80
(Dollar Amount in Figures)

Date: 2/2/11

Proposer: Marina Landscape Inc.
(Company Name)

By: [signature]
(Signature)

Title: President

State License Number and Classification: #492862 A,B,C27,C36

If a corporation, complete the following:
INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Robert Cowan

(Corporate Seal)

SECRETARY Robert Cowan

11. AFFIRMATION OF PROPOSAL GUARANTEE

The undersigned also affirms that:

Accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for 10% of Total Bid, payable to the Moreno Valley Community Services District, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated 2/2/11

Signature of Proposer

By Marina Landscape Inc.

Address of Proposer 1900 S. Lewis Street
Anaheim, CA 92805

Telephone Number of Proposer (714) 939-6600

Names and Addresses of Members of the Company:

Robert Cowan 1900 S. Lewis Street, Anaheim, CA 92805

Richard Cowan 1900 S. Lewis Street, Anaheim, CA 92805

(If a Corporation)

Signature of Proposer

By Robert Cowan

Title President

Business Address 1900 S. Lewis Street
Anaheim, CA 92805

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of CALIFORNIA

State License Number and Classification # 492862 A, B, C21, C36

PRESIDENT ROBERT COWAN

SECRETARY ROBERT COWAN

TREASURER ROBERT COWAN

(Corporate Seal)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: **AWARD OF CONTRACT** – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-4/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-4 (MORENO VALLEY RANCH – EAST) AND E-4A (DAYBREAK)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD):

1. Approve the attached Agreement for CSD Project E-4/11 (the "Agreement") with TruGreen Landcare, and;

2. Authorize the President of the CSD Board to execute said Agreement with TruGreen Landcare, and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to TruGreen Landcare, in the amounts of:

    a. ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND SIXTY-FOUR AND 76/100 DOLLARS ($179,564.76) for twelve (12) months of base maintenance services and;

    b. FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($14,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Advertisements requesting proposals for extensive maintenance of the public parkways and medians within the CSD Zone E-4 (Moreno Valley Ranch – East) and the parkways in Zone E-4A (Daybreak) service areas, Project E-4/11 were placed in The Press-Enterprise on February 2, 2011 and February 8, 2011. Copies of the complete RFP document were also sent to F.W. Dodge-McGraw-Hill and Bid America for publishing both in print and on-line. In addition, the RFP document was also posted on the City's website.

Representatives from eleven (11) landscape maintenance firms attended the mandatory pre-submittal meeting on February 9, 2011. At this meeting staff explained in detail the information requested in the RFP, and the proposal submittal and selection process.

Proposals were submitted to the office of the City Clerk on February 17, 2011, by eight (8) firms. Staff from the Special Districts Division of the Public Works Department reviewed the proposals that were received by the submission deadline and selected, TruGreen Landcare's proposal based on their commitment to provide the greatest amount of man power to perform the maintenance services needed as compared to the compensation rate. (See Attachment 2 – Proposal Recap Sheet).

DISCUSSION

R.F.P. No. E-4/11 provides for extensive maintenance of the public parkways and medians within the CSD Zone E-4 (Moreno Valley Ranch – East) and the parkways in Zone E-4A (Daybreak) service areas, which are located within the Moreno Valley Ranch Specific Plan development. The proposal submitted by TruGreen Landcare demonstrates that this company shall be able to perform the required services as requested and is the lowest responsible proposer by demonstrating that they will commit the necessary man power to perform the services required at a lower cost than the current contract service, which will terminate on June 30, 2011. The key provisions of the Agreement include:

1. The furnishing of contract labor, specified materials, and equipment necessary to maintain over 28 acres of extensive parkway and median landscaping and irrigation located in the E-4 and E-4A Service Areas.

2. The CSD will furnish the necessary utilities (water, electricity, and irrigation system control communication service), certain ancillary materials, and staff field inspection services to manage the irrigation systems and coordinate contractor operations.

3. The Agreement has an initial term of twelve months, commencing on July 1, 2011, and terminating on June 30, 2012. The CSD, at its option, may enter into negotiations with the contractor to extend the Agreement for additional one-year

periods, not to exceed a total of four such extensions (Exhibit D, Section 1, paragraph B. of the Agreement).

ALTERNATIVES

1. By approving the Agreement with TruGreen Landcare, and authorizing the issuance of a purchase order at the start of the 2011/12 fiscal year, contingent upon execution of the Agreement, submittal of satisfactory proofs of insurance, and payment and submittal of performance bonds the CSD Board will provide for base maintenance services for the landscaped parkways and medians associated with CSD Zone E-4 (Moreno Valley Ranch – East) and parkways of Zone E-4A (Daybreak). TruGreen Landcare's proposal was complete and comprehensive. The firm's municipal references and the level of care it provides on agency contracts of comparable types indicate its ability to perform satisfactorily under the scope of this Agreement. *By accepting this proposal, the CSD will ensure continuity of service to the E-4 Parkways & Medians and to the E-4A Parkway landscaped areas.*

2. By not accepting the proposal from TruGreen Landcare, and directing staff to publish a second solicitation of proposals maintenance for CSD Zone E-4 (Moreno Valley Ranch – East) and Zone E-4A (Daybreak) landscaped parkways and medians may incur a lapse in maintenance services while attempting to obtain a more favorable contract term. *This alternative would consume additional staff time and resources with no assurance of receiving a more favorable result for the CSD.*

FISCAL IMPACT

The necessary annual purchase orders for the initial term of this contract are set forth below.

Purchase Order Type/Fund/Business Unit	2011/2012 Fiscal Year P.O. Amount
Base Contract	
00182.78250.6261	$173,984.76
00182.78282.6261	$ 5,580.00
Additional Work	
00182.78250.6261	$ 13,500.00
00182.78282.6261	$ 1,300.00
Total P.O. Amounts	**$194,364.76**

The above amounts have been budgeted for Zone E-4 and Zone E-4A for the coming fiscal year, with costs to be recovered through annual CSD parcel charges. The parcel charges collected may only be used for landscape maintenance services of parkways and medians in the Moreno Valley Ranch Specific Plan area. **This action will not impact the City's General Fund.**

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
By accepting the proposal of TruGreen Landcare, the CSD Board will continue to promote community image, as well as neighborhood pride and cleanliness, while ensuring that these public facilities are properly cared for.

SUMMARY

The actions before the CSD Board are to approve the attached Agreement for Project E-4/11, authorize the Board President to execute the Agreement with TruGreen Landcare, and authorize the Purchasing Division Manager, at the start of Fiscal Year 2011/12, to issue purchase orders to TruGreen Landcare for twelve months of base maintenance services and anticipated Additional Work.

NOTIFICATION

Not applicable.

ATTACHMENTS

Attachment 1. Zones E-4 and E-4A Vicinity Maps

Attachment 2. Proposal Recap Sheet

Attachment 3. Copy of Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

Concurred By
Candace E. Cassel
Special Districts Division Manager

Concurred By
Daniel Monto
Senior Landscape Services Inspector

Department Head Approval
Chris A. Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107683

Attachment
1
(Behind this page)

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4 • Moreno Valley Ranch - East

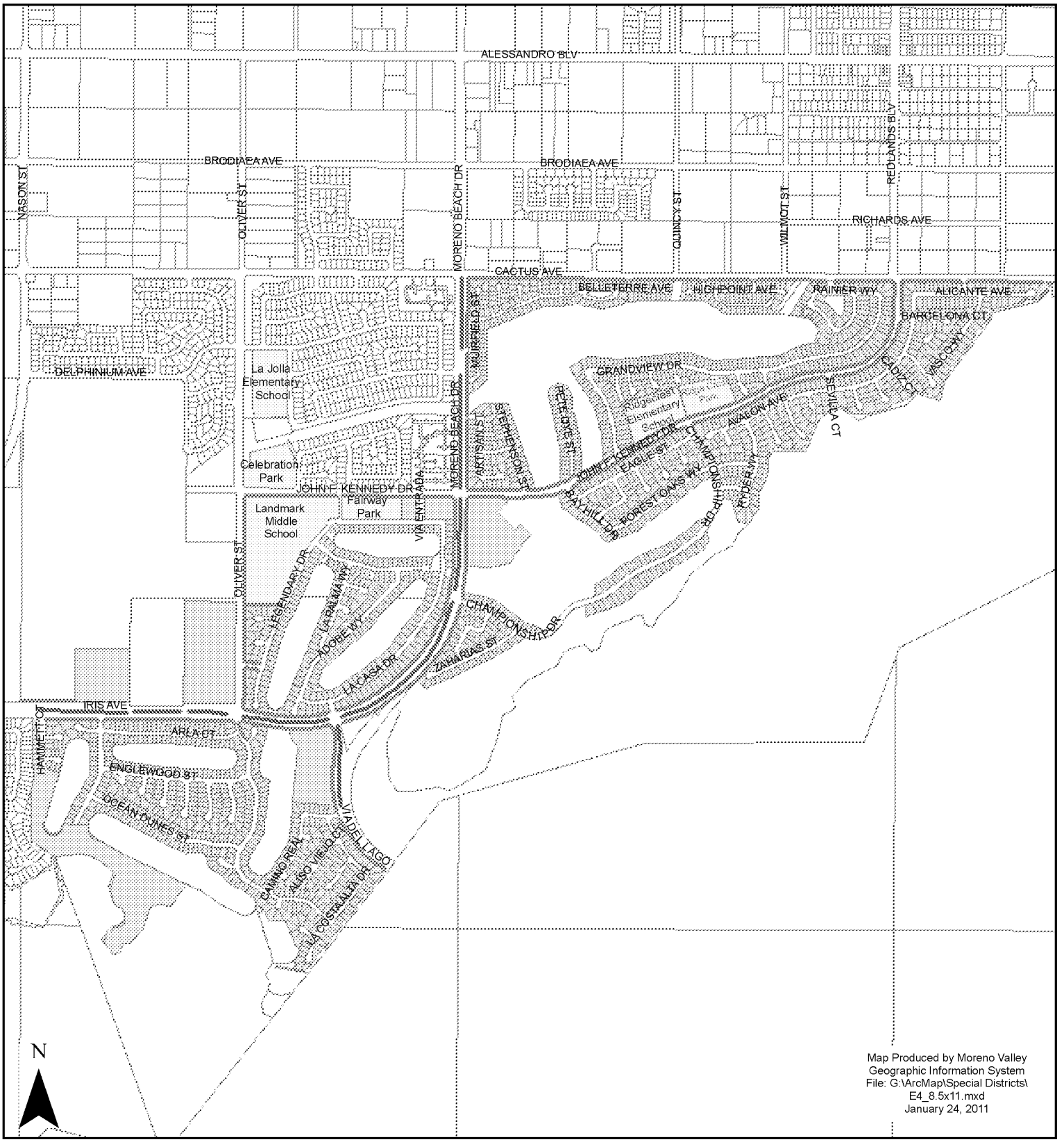

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E4_8.5x11.mxd
January 24, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages [illegible] map is

Landscaped Parkway

Landscaped Median

Zone E-4 Parcels

MORENO VALLEY
WHERE DREAMS SOAR

Item No. B.5

MV00107685

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-4A • Daybreak - Internal Landscape Maintenance

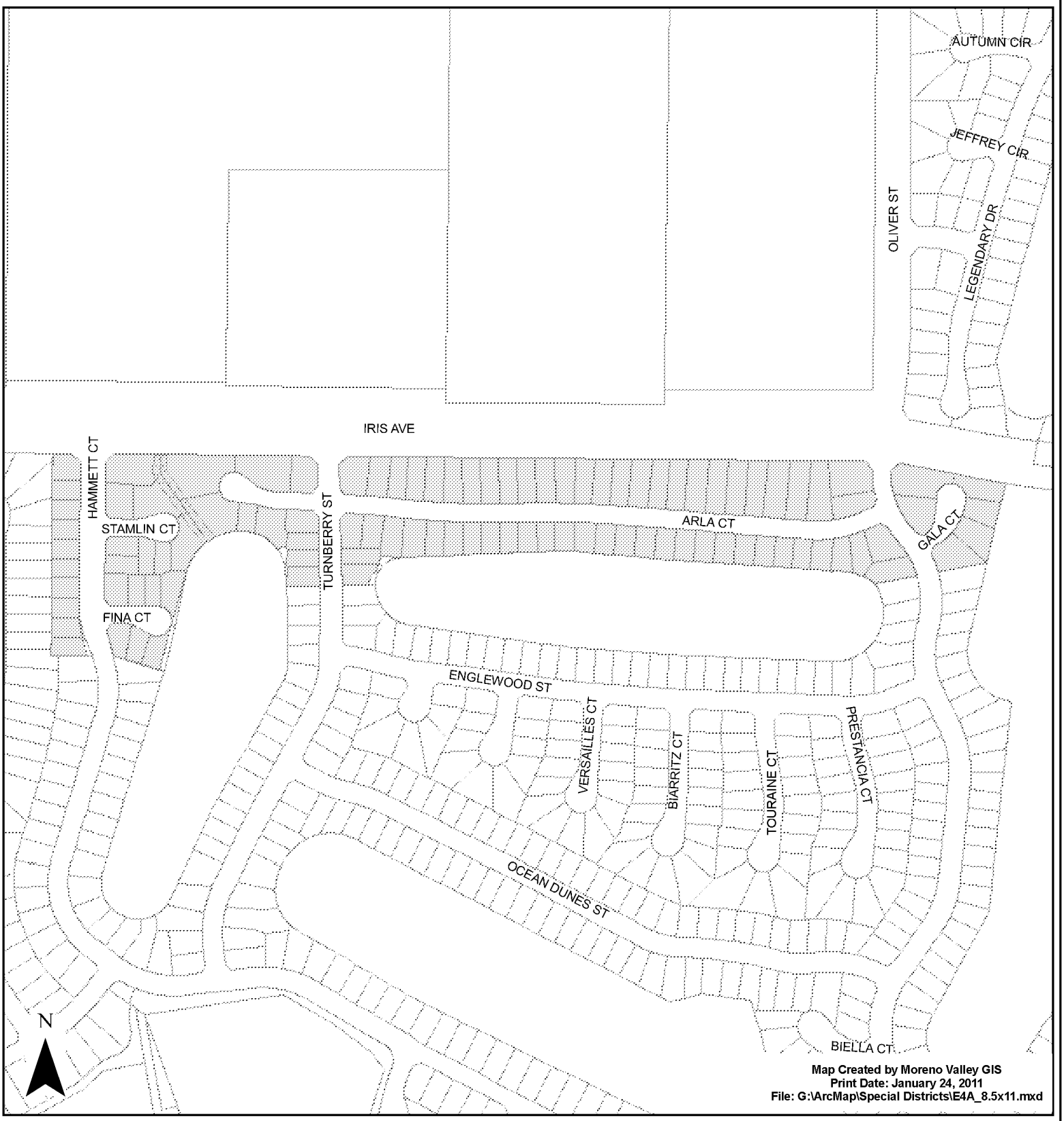

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Open Space

Zone E-4A Parcels

MORENO VALLEY

Item No. B.5

MV00107686

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MV00107687

PROJECT E-4/11
PROPOSAL RECAP SHEET
LOWEST RESPONSIVE AND RESPONSIBLE PROPOSAL

Proposer	PRICE	SCH. 1 COMPLETED ?	CERT. OF NON. DISCRIM.?	SCH. 2 COMPLETED ?	PROPOSPAL SURETY?	SIGNATURES NOTARIZED?	NON-COLLUSION AFFIDAVIT?	ADDENDUM ACKNOWLEDGED	MEETS SPECIFICATIONS AND TERMS & CONDITIONS OF RFP
BEMUS	$189,468.00	YES	YES	YES	YES	YES	YES	N/A	YES
MARINA	$148,076.52	YES	YES	YES	YES	YES	YES	N/A	YES
TRUGREEN	$179,564.76	YES	YES	YES	YES	YES	YES	N/A	YES
MERCHANTS	$194,234.00	YES	YES	YES	YES	YES	YES	N/A	YES
SPECTRUM	$224,712.00	YES	YES	YES	YES	YES	YES	N/A	YES
MIDORI GARDENS	$273,397.56	YES	YES	YES	YES	YES	YES	N/A	YES
EXCEL	$281,973.76	YES	YES	YES	YES	YES	YES	N/A	YES
MARIPOSA	$135,168.00	YES	YES	YES	YES	YES	YES	N/A	YES

Note:

Although TruGreen was not the lowest proposer, they were the lowest responsible proposer, as demonstrated in their proposal. TruGreen's proposal will commit 32% more man power while asking for 25% more compensation than Mariposa and 33% more man power while asking for 18% more compensation than Marina. The current contractor for the 2010/11 fiscal year, Bemus Landscape Inc. provides 192 man hours per week at a cost of $192,223.20 per year. TruGreen is willing to commit 168 man hours per week as compared to Mariposa Landscape Inc. who is willing to commit 115 man hours per week and Marina Landscape Inc. who is willing to commit 112 man hours per week.

Attachment 2

MV00107688

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MV00107689

INDEPENDENT CONTRACTOR AGREEMENT

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

This Contract Agreement, effective as of the day signed by the City Manager (acting in the capacity of District Manager to the Moreno Valley Community Services District) or Mayor (acting in the capacity of President to the Moreno Valley Community Services District), is made between the Moreno Valley Community Services District, a Community Services District established pursuant to Section 61000 and following of the California Government Code, hereinafter referred to as the "District", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon District policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name	TruGreen Landcare
Street Address	1616 Marlborough Ave.,
Street Address	Bldg. S
City, State, Zip	Riverside, CA 92507
Mailing Address (If same as Street Address, write same or same as above)	Same as Above
Business Phone (with area code)	(951) 688-6880
Cell or Mobile Phone (with area code)	
Other Contact Number (with area code)	
Fax Number	(951) 686-1436
Email Address	
Social Security Number	
Business License Number	07754
Federal Tax ID Number	36-4313318
Contractor's License Number & Classification	774548 C-51, D-49, C-27

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of work, responsibilities, requirements, provisions, and additional terms and conditions required to be performed by the Contractor the services of this RFP are described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The District's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

D. The Contract Starting Date is July 1, 2011 and the Contract Ending Date is June 30, 2012. Any provisions for extending the term of the Contract for subsequent terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference. The District acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

E. Contractor's Proposal, including but not limited to the Bid Schedule, Additional Work Price List, Contract Proposal, Proposed Project Work Schedules, Proposed Annual Material Schedule, Contractor Information, Certification of Non-Discrimination, and List of Subcontractors, are described in Exhibit "E" attached hereto and incorporated by this reference.

3. STANDARD TERMS AND CONDITIONS:

A. Control of Work. Except for compliance with specifications and performance standards provided for in Exhibit "A," the Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The District will not provide, nor be responsible to provide, any training to the Contractor or his/her/its employees.

B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services paid by the Contractor, an agent or employee of the District, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the District, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the District.

C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the District. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Contract, with the exception that the District shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Contract.

E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (City), the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (District), and the their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Contract. Acceptance of these terms by both parties constitutes a Contract and signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

F. District Indemnification. The District agrees to indemnify, defend and save the Contractor and his/her/its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and the District's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the District under this Contract, or are caused or claim to be caused by the negligent acts of the City, RDA, and the District, their officers, agents or employees, or its subcontractor(s) or any person acting for the District or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

G. Insurance Requirements. Where determined applicable by the District, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

☒ General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, subcontractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Contract and any extension thereof in the minimum amounts provided below:

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

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

☒ Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and District against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the

Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Contract

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

☐ Insurance requirements waived with Risk Manager's approval.
By: _____ Date: _____
(Risk Manager)

☐ Insurance requirements modified with Risk Manager's approval and attached hereto as Exhibit "F" and incorporated herein by this reference.

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

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

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

H. Intellectual Property. Any system or documents developed, produced or provided under this Contract, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this Contract. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Contract. The District and the Contractor agree that to the extent permitted by law, until final approval by the District, all data shall be treated

as confidential and will not be released to third parties without the prior written consent of both parties.

I. Entire of the Contract. This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Contract. This Contract applies only to the proposal attached. This Contract may be modified or amended only by a subsequent written Contract signed by both parties. Assignment of this Contract is prohibited without prior written consent.

J. Termination.

1. Either party may terminate this Contract upon breach of the Contract by the other party. In the event the District terminates the Contract, the Contractor shall perform no further services under the Contract unless the notice of termination authorizes such further work.

2. The District may terminate this Contract without fault on the part of the Contractor by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the District. The District shall pay the Contractor within thirty (30) days after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

K. Payment. Payments to the Contractor, pursuant to this Contract will be reported to Federal and State taxing authorities as required. The District will not withhold any sums from compensation payable to Contractor, except as provided for in Exhibit "C". Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Contract. Upon reasonable notice, such records must be made available to the District's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Contract.

L. Restrictions on District / City Employees. The Contractor shall not employ any District or City employee or official in the work performed pursuant to this Contract. No officer or employee of the District or City shall have any financial interest in this Contract in violation of federal, state, or local laws.

M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract, and shall govern the interpretation of this Contract. Any legal proceeding arising from this Contract shall be brought in the appropriate court located in Riverside County, State of California.

N. Notices. All notices, requests, demands or other communications ("notice") under this Contract by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date: (a) of service if served personally upon the person to whom notice is to be given, (b) receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility, or (c) of receipt if a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor: 1616 Marlborough Ave., Bldg. S, Riverside, CA 92507
[Mailing Address (Post Office Box, if applicable]
(951) 688-6880
[Telephone number]
(951) 686-1436
[Fax number]

[Email address]

With a copy to:

[Attorney for Contractor, if applicable]

[Street Address]

[Post Office Box, if applicable]

[City, State, Zip]

[Telephone number]

[Fax number]

[Email address]

To CSD: MORENO VALLEY COMMUNITY SERVICES DISTRICT
Public Works Department
Special Districts Division
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Daniel Monto, Senior Landscape Services Inspector
Telephone number: 951. 413-3480
Fax Number: 951. 413-3498

With a copy to: City Attorney's Office [if applicable]
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Attorney
Telephone number: 951. 413-3036
Fax number: 951. 413-3034

SIGNATURE PAGE TO FOLLOW:

SIGNATURE PAGE

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

Moreno Valley Community Services District	TruGreen Landcare
By: _____	By: Manuel Mendez
Title: Mayor, acting in the capacity of President of the Board of Directors of the Moreno Valley Community Services District	Title: (President or Vice President) BRANCH MANAGER
Date: _____	Date: 4-14-11

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

By: _____
Title: Corporate Secretary or Assistant Secretary
(If applicable)

Date: _____

Affix Corporate Seal Below
(If applicable)

Attachments

EXHIBIT A
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. SCOPE OF WORK

A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of landscape and appurtenant maintenance services within the boundaries of the various zones of the District as determined in the resolutions of the City Council establishing said zones, and as said boundaries may have been heretofore or may be hereafter altered, and as more particularly shown on the Location Map or Maps attached at the end of this exhibit, Section 23, Project Location Map.

B. The Contractor shall have the duty to: mow, edge, trim, and fertilize turf and shrub areas designated hereunder; regularly maintain and prune trees up to eighteen feet (18') in height; remove litter and debris from all sites as required under this Contract; provide general pest control services as requested, including but not limited to weeds, insects, and diseases; maintain irrigation systems; hand water and bleed valves as necessary during emergencies when automatic systems are not functioning.

C. All work shall be performed in accordance with usual and customary horticultural practices to achieve, and maintain healthy, viable landscapes. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.

D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the square footage noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her/its liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in the Technical Provisions, and the actual conditions revealed during the examination of the locations of the proposed work.

E. All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

2. SCHEDULING OF WORK

A. The Contractor shall adhere to the facilities, equipment and staffing schedule, and monthly and annual work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the District as a basis for determining Contractor's satisfactory performance.

B. Revisions to facilities, equipment, staffing, or monthly and annual work schedules shall not be implemented without the prior written approval of the Director. The Contractor shall submit proposed revisions to equipment and staffing, or monthly and annual work schedules in writing to the District at the address as set forth in Exhibit A, Section 3, paragraph N. of the Contract at least ten (10) working days prior to commencing work per the proposed revisions.

C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the District for non-performance penalties per Exhibit C, Section 4.

D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for Specialty type maintenance as set forth immediately hereinafter.

E. The Contractor shall notify the Director in writing at least five (5) working days prior to the date and time of all "Specialty" type maintenance operations, which shall include, but are not limited to:

1. Fertilization;
2. Turf Aeration;
3. Application of pesticides by any method;
4. Other operations so designated by the Director.

Notification of "Specialty" maintenance operations shall include a brief description of intended method(s) of execution, materials to be used, and the dates for commencement and completion of said operations. Failure to complete "Specialty" operations by the indicated date may result in the assessment of non-performance penalties per Exhibit C, Section 4.

F. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor shall adjust his work force in order to accomplish those work items not affected by weather, and shall contact District field staff to inform them of said alternate work assignments. Failure to advise the District may be cause for assessment of non-performance penalties per Exhibit C, Section 4.

G. For the purposes of this Contract, "Working Days" shall be Mondays through Thursdays, excluding holidays as provided herein. The hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m. on those days maintenance is to be provided pursuant to the work schedule as approved by the Director. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

3. FUNCTIONS AND RESPONSIBILITIES

A. The Director and Contractor shall conduct an inspection of all sites covered under this Contract as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to District Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this Contract. Failure to maintain site(s) up to this established standard may result in the District deducting payment of all or part of the Contractor's compensation, as further described in Exhibit C., Section 3.

B. The Contractor shall on an ongoing basis maintain a monthly log that records all work performed by the Contractor. Said log shall be in a form and content acceptable to the Director (see Appendix B, Monthly Report Form), and shall be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report (Monthly Report) is received, and approved by the Director.

C. The Contractor shall perform at least one maintenance inspection weekly during daylight hours of all sites. Such inspection shall be both visual and operational, including but not limited to, operation of all automatic irrigation systems to check for proper condition, and reliability. Additionally, the Director may require the Contractor to attend meetings with the District field staff at some fixed interval to review the Contractor's operations, and schedule such future work as may be ordered by the Director. Failure to conduct said weekly inspections or attend regularly scheduled meetings may result in the assessment of non-performance penalties per Exhibit C., Section 4.

D. The Contractor shall maintain an office at some fixed place, and shall maintain an operable telephone thereat, listed in the telephone directory in Contractor's own name or in the Contractor's company name, and shall at all times employ some responsible person(s) to take the necessary action regarding all inquiries, complaints, and/or emergency calls that may be received from the Director or other authorized individuals or agencies as listed in Exhibit A, Section 3., paragraph E. below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the District shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone, two-way radio, or pager. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the District is the minimum acceptable standard under this Contract. Failure to regularly provide said communication capability may result in the Contractor being assessed non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall respond to an emergency call from any of the parties listed below no later than two (2) hours following first notification by facsimile transmission, or in writing, or by telephone. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel, and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at **any** time:

1. City Manager
2. Director of Public Works
3. Police Department
4. Fire Department
5. Special Districts Division Manager
6. Street Maintenance Supervisor
7. Senior Landscape Services Inspector
8. Landscape Services Inspector

Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C., Section 2, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

4. CONTRACTOR'S STAFF

A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.

C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the District.

D. The Contractor shall require each employee performing work under the Contract to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements..

   Shirts shall be worn at all times, and shall be buttoned. Approved safety vests shall be worn by Contractor's employees when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director. Failure to comply with the above requirements may make the Contractor liable for assessment of non-performance penalties, per Exhibit C., Section 4.

E. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates to the public the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

5. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this Contract if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or

trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

6. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owing to the Contractor from the District, per Exhibit C., Section 3.

B. The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above.

C. In addition to the provisions of Section 6., paragraph A. above, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the District may immediately upon written notice to the Contractor terminate this Contract.

7. SAFETY

A. The Contractor agrees to perform all work as outlined in the Provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the District, City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.

B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.

Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2010 (or most current) California Supplement".

Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.

C. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a log indicating date inspected, and action taken. Said log shall be submitted to the Director monthly as set forth in Section 3, paragraph B. above. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.

D. The Contractor shall be responsible for making minor corrections, including but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems, so as to protect members of the public or others from injury.

The Contractor shall cooperate fully with the District or City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.

E. Failure to comply with the provisions of this section of Exhibit A may result in: payment deduction per Exhibit C, Section 3 of the Contract, or assessment of non-performance penalties per Exhibit C., Section 4. Repeated failure to comply with the provisions of this section may result in contract termination, per Exhibit A, Section 3, paragraph J of the Contract Agreement.

8. USE OF CHEMICALS

A. Before the beginning of the Contract period, the Contractor shall submit a list, which shall include the exact Brand Name, Label, and Material Safety and Data Sheet (MSDS).of all chemicals proposed for use under this Contract, including but not limited to fertilizers and pesticides, for approval by the Director. Where applicable, materials included on this list shall be chemicals as approved by the State of California Department of Food and Agriculture.

B. Director shall be notified in writing of any changes or deviations from the above list. Use or application of said materials shall not be made prior to approval by the Director. Failure to comply with this requirement may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. Chemical applications, including but not limited to fertilizers and pesticides, shall be made in strict compliance with the label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency, or the Public Works Department of the City of Moreno Valley.

D. Contractor shall report all fertilizers and pesticides used in performance of the work as an element of Contractor's Monthly Report, as set forth in Section 3, paragraph B above. This report shall include: the date, time of day, location, type of material, method of application, and environmental data.

9. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

10. LICENSES AND PERMITS

The Contractor shall, without additional expense to the District or City, possess all licenses and permits, including but not limited to a valid City Business License, required for the performance of the work under this Contract.

11. PREVAILING WAGE

A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the Moreno Valley Community Services District has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this Contract, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.

B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the Moreno Valley Community Services District, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached contract, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

12. PAYROLL RECORDS

A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this Contract, as required by California Labor Code Section 1776.

B. The Contractor, and any subcontractor thereunder, shall make available to the District upon its request certified payroll records for each workman employed in connection with this contract as required by California Labor Code Section 1776.

C. The District may withhold from Contractor's progress payments the penal sum of twenty-five dollars ($25.00) per calendar day (or portion thereof) for each worker employed in connection with this Contract should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

13. BONDS

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Contract, two (2) good, and sufficient surety bonds, to wit:

A. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

B. A "Materials and Labor Bond" in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

14. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the Moreno Valley Community Services District to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Moreno Valley Community Services District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the District written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

A. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to Contractor in connection with the performance under this Contract. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

B. Repairs made to sites and site appurtenances that are damaged as a result of Acts of Nature, vandalism, theft, and acts or omissions by third parties or any other occurrence not attributable to the Contractor's operations shall be repaired by the Contractor as Additional Work and compensated as defined in Exhibit C., Section 2.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Driver, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. TECHNICAL PROVISIONS – FULL SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed weekly-on no more than two (2) consecutive days as weather and site conditions permit. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" shall include, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in to any other site.

6. Mowing height for cool season grasses shall not exceed three inches (3") maximum, or two inches (2") minimum, and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed one and one-half inches (1½") maximum, or three-quarters of an inch (¾") minimum, and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Whenever trees occur in turf areas, a six inch (6") ring of grass shall be removed from around the trunks in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions Full Service Fertilization, Section 18.

13. Pest control: See Technical Provisions - Full Service Pesticide Use, Section 19.

14. Aeration:

    (a) All turf areas shall be aerated three (3) times annually;

    (b) Aeration shall be done in the spring, mid-summer, and fall, or as directed by District field staff;

    (c) Aeration equipment shall be of the hollow tine type. The tines shall have a minimum diameter of one-half inch (½"), and a penetration depth of at least two inches (2"). There shall be no more than six inches (6") between tines;

    (d) Areas to be treated shall be adequately irrigated prior to treatment to allow maximum tine penetration;

    (e) Any soil cores remaining on the turf surface two (2) weeks after treatment must be removed;

(f) Humus base fertilizer is to be applied directly following spring and fall aeration operations. See Technical Provisions – Full Service Fertilization, Section 18.

15. Renovation/thatching operations are to be considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

   (a) Be pruned to enable successful adaptation to their particular site situation;

   (b) Have no more than one-third (1/3) of living branches removed annually;

   (c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

   (a) Be inspected annually;

   (b) Pruned and/or trimmed as necessary to maintain proper site orientation;

   (c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

(a) To enable successful adaptation to their particular site situation;

(b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

(c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

(a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", "poodling") <u>will be done only when authorized by the Director on a site-specific basis</u>.

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

(c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See <u>Technical Provisions - Full Service Fertilization</u>, Section 18.

9. Pest control: See <u>Technical Provisions – Full Service Pesticide Use</u>, Section 19.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Full Service Fertilization, Section 18.

8. Pest control: See Technical Provisions – Full Service Pesticide Use, Section 19.

E. WEED CONTROL

1. All weeds shall be continuously controlled at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the

plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; and non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Full Service Pesticide Use, Section 19.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites shall at all times receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3.- Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per week; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal operation ("wear and tear"), and; 2) vandalism, theft, and acts or omissions by third parties.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than one (1) time per week;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to, ensure proper operation and coverage not less than at each time of operation;

   (c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to effect irrigation system repairs shall be of the same manufacture as those originally installed unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a <u>minimum</u> of one (1) visitation per week of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walks the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites that are, in the opinion of the Director, exceptionally littered shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and

gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter, as described in paragraphs 1 and 2 above, off-site, and in a legal manner.

6. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

7. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from contract sites by the Contractor, or any subcontractors thereunder, in performance of contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

18. TECHNICAL PROVISIONS – FULL SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. Per Technical Provisions – Full Service Landscape Section 17, a humus base fertilizer shall be applied to turf areas immediately following spring and fall aeration operations. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Humus base fertilizers to be applied by drop spreader only.

3. Humus base fertilizers to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification is required to Director five (5) working days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
April	1	23-5-10 *	1.5	6.5 lbs
Sept	1	23-5-10 *	1.5	6.5 lbs

* 23-5-10/BEST@POLY SUPREME or approved equal

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of

Chemicals.

4. Written notification is required to Director five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply to the Director a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required a minimum of five (5) working days prior to fertilizer application.

5. For fertilizer application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

19. TECHNICAL PROVISIONS – FULL SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and

the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Agreement.

4. Before the beginning of the Contract period, Contractor shall supply to the Director a list of all proposed pesticides to be used, along with a use recommendation for each pesticide, in the fulfillment of said Contract, per Section 8 – Use of Chemicals. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides listed shall be submitted in writing to the Director for approval prior to any use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require that copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. For pesticide application reporting specifications, see Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A written notice shall be provided to the Director five (5) working days prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) All shrub bed areas shall be treated with an appropriate pre-emergent herbicide at the maximum allowable rate according to the label, and state regulations. This treatment shall be performed twice a year, as determined by the Director.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge
   Field Bindweed
   Spurge

   The aforementioned list is inclusive; other species may be added by the Director as necessary

   (c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

   (a) Snails shall be controlled on a regular basis on the following plant species:

   Agapanthus africanus
   Aptenia sp.
   Gazania sp.
   Hemerocallis sp.

   (b) Snails shall be controlled on an as needed basis on all other plant material.

   (c) Failure to adhere to the above specifications for snail control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

3. Insect and Disease Control

   (a) The Director may require certain tree species, which are subjected to excessively dusty conditions be rinsed off with water, as directed by District field staff. Rinsing operations that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

   (b) The Director may require that all Platanus species be sprayed annually with two applications of a copper based dormant spray should an infestation be detected. Applications that require the use of powered

delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(c) The Director may require that all Pyrus and Pyracantha species found to be infected with fireblight be treated with annual applications of a copper based dormant spray. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(d) The Director may require that all Juniperus, Pinus, Cupressus and Pyracantha species found to be infested with mites be treated with an appropriate acaricide. Applications that require the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

(e) All other insect, disease, and fungus problems will be treated on a site- and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

(a) When the Director determines that the turf weed population at any site(s) exceeds acceptable levels, an appropriate herbicide shall be applied in accordance with all label specifications. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All turf areas that the Director has determined to be prone to annual weed grass intrusion shall require annual applications of pre-emergent herbicides labeled for such use. Any preventative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(c) Failure to apply turf weed control materials within the time frames established by the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Insect and Disease Control

(a) All turf areas that the Director has determined to have a history of fungus infection shall be treated annually with an appropriate fungicide, as directed. Treatments that require the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

(b) All other insect, disease, and fungus problems will be treated on a site and need-specific basis as determined by the Director. Any preventative or curative treatment that requires the use of powered delivery systems may be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but are not limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of being noticed by the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

20. TECHNICAL PROVISIONS – REDUCED SERVICE LANDSCAPE

A. TURF CARE

1. All turf areas shall be mowed, edged, and trimmed **bi-weekly** and completed within no more than two (2) consecutive days, weather and site conditions permitting. Any prolonged deviation from this schedule shall require the approval of the Director. Failure to adhere to this specification without the Director's approval may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. At the discretion of the Director, turf areas may be mowed with mulching-type mowers of a type acceptable to the District.

3. All mowing and edging equipment shall: be in proper working order; have blades properly sharpened, balanced, and aligned; be thoroughly cleaned of all excess clippings, soil, and debris prior to move-in at each site.

4. All clippings, soil, and debris generated by mowing and edging operations shall be immediately collected, removed from the site, and disposed of in a legal manner. For the purposes of this Specification the term "site" includes, but is not limited to, appurtenant hardscaping, sidewalks, curbs and gutters.

5. Machines operating on turf known to have a disease, fungus, or insect infestation shall be sterilized with a ten percent (10%) chlorine bleach, and water solution prior to move-in onto any other site.

6. Mowing height for cool season grasses shall not exceed a maximum of three inches (3"), or minimum of two inches (2"), and shall be adjusted within these parameters on a seasonal basis.

7. Mowing height for warm season grasses shall not exceed a maximum of one and one-half inches (1½"), or a minimum of three-quarters of an inch (¾"), and shall be adjusted within these parameters on a seasonal basis.

8. All turf borders shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

9. Trimming around turf appurtenances (i.e., valve and meter boxes, backflow devices and controller enclosures, sprinklers) may be accomplished through the use of string trimmers.

10. Around tree trunks in turf areas, a six inch (6") ring of grass shall be removed in order to protect the crowns from mechanical damage. These rings shall be maintained in a clean, weed free condition.

11. Thin areas in turf shall be resodded or reseeded as necessary to prevent invasion of weeds.

12. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

13. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

14. Aeration is considered Additional Work, per Exhibit C., Section 2.

15. Renovation/thatching operations are considered Additional Work, per Exhibit C., Section 2.

B. TREE CARE

1. All trees are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet (18') in height is to be considered Additional Work, per Exhibit C., Section 2.

3. Whenever site conditions permit, trees are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and tree survival. All tree pruning shall be done in conformance with **ANSI 300-2001**, (or most current revision); safety requirements shall be per **ANSI Z133-1994** (or most current revision) standards.

4. Any tree shall be pruned at any time in order to:

(a) Remove dead, diseased, or damaged branches;

(b) Remove unwanted encroachments into public and/or utility rights-of-way;

(c) Correct any condition which the Director has deemed to be hazardous.

5. Trees up to eighteen feet (18') in height shall:

(a) Be pruned to enable successful adaptation to their particular site situation;

(b) Have no more than one-third (1/3) of living branches removed annually;

(c) Be fertilized only as directed by District field staff.

6. Trees over eighteen feet (18') in height shall:

(a) Be inspected annually;

(b) Pruned and/or trimmed as necessary to maintain proper site orientation;

(c) Pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;

(d) Pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.

7. Pruning tools shall:

(a) Be kept properly sharpened, and in proper working order;

(b) Be sterilized with a five percent (5%) chlorine bleach and water solution before commencing work, and between cuts on any tree known to be diseased.

8. The following practices shall not be allowed:

(a) Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping", "topping");

(b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times;

(c) Use of pruning paint/pruning compound/wound dressing;

(d) Use of climbing spurs or gaffs.

9. All prunings/trimmings and debris generated by pruning operations shall be immediately removed from the site, and disposed of in a legal manner.

10. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodgepole-type stakes is the minimum District standard.

11. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

12. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

C. SHRUB CARE

1. All shrubs are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, shrubs are defined as any multi-stemmed/low branching woody plants whose height at maturity is not less than one foot (1'), or greater than ten feet (10').

3. Whenever site conditions permit, shrubs are to be allowed to grow to assume their full, natural shape, with the minimum constraints necessary to assure public safety and plant survival.

4. Any shrub shall be pruned and/or trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches;

   (b) Remove unwanted encroachments into public and/or utility rights-of-way;

   (c) Correct any condition which the Director has deemed to be hazardous.

5. Shrubs shall be pruned:

   (a) To enable successful adaptation to their particular site situation;

   (b) Following the maturation of the leaves/needles of the first seasonal growth flush, unless accepted practices for a particular species (i.e. roses) dictate otherwise;

   (c) As often as necessary to meet the specification standard, but not less than one (1) time per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

6. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach and water solution

before commencing work, and between cuts on any shrub known to be diseased.

7. The following practices shall not be allowed:

   (a) Internodal cuts (a.k.a. "stubbing", "tipping", "topping"). Shearing (a.k.a. "boxing", "hedging", "balling", or "poodling") will be done only when authorized by the Director on a site-specific basis.

   (b) Cuts made flush with trunk or branch. The integrity of branch collars is to be maintained at all times.

   (c) Use of pruning paint/pruning compound/wound dressing.

8. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

9. Pest control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

D. GROUND COVER CARE

1. All ground covers are to be maintained in a manner that will promote normal, healthy growth.

2. For the purposes of these Specifications, ground covers are defined as mass plantings of same-species, multi-stemmed plants with a trailing growth habit, whose height at maturity does not exceed ± one foot (1').

3. Ground covers shall be pruned/trimmed at any time in order to:

   (a) Remove dead, diseased, or damaged branches/crowns;

   (b) Remove unwanted encroachments into or upon public and/or utility rights-of-way, as well as other landscape components (i.e., shrubs, trees, turf areas, irrigation equipment, walls, and monuments);

   (c) Correct any condition which the Director has deemed to be hazardous.

4. Ground covers shall be pruned/trimmed/renovated:

   (a) To enable successful adaptation to their particular site situation;

   (b) In accordance with accepted practices for the particular species in question;

   (c) As often as is necessary to accomplish the results intended in paragraphs (a) and (b) above, but not less than four (4) times per year. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Pruning tools shall:

   (a) Be kept properly sharpened, and in proper working order;

   (b) Be sterilized with a five percent (5%) chlorine bleach, and water solution before commencing operations at any site.

6. String trimmers shall not be used for any of the above described operations unless authorized by the Director on a site-specific, task-specific basis.

7. Fertilization: See Technical Provisions - Reduced Service Fertilization, Section 21.

8. Pest control: See Technical Provisions - Reduced Service Pesticide Use, Section 22.

E. WEED CONTROL

1. All weeds shall be controlled quarterly at all sites.

2. For the purposes of these Specifications, weeds are defined as any plant species whose presence on a site is detrimental to: the appearance of the site, as determined by the Director, and; the normal, healthy growth of the plant materials intended for that site. Any plants which, in the opinion of the Director, constitute a public health or safety hazard shall also be defined as weeds.

3. Site areas subject to weed control per these Specifications include, but are not limited to: turf areas, tree wells, shrub, planter, and ground cover beds; hardscape areas, including, but not limited to curbs, gutters, and sidewalks; non-landscaped portions of sites, as determined by the Director.

4. Debris generated by manual and/or mechanical weed control operations shall be immediately removed from the site, and disposed of in a legal manner.

5. Chemical weed control: See Technical Provisions – Reduced Service Pesticide Use, Section 22.

6. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties per Exhibit C., Section 4.

F. IRRIGATION

1. All landscape sites at all times shall receive irrigation in amounts adequate to promote normal, healthy growth of plant material. Water shall be delivered by means of automatic or manually operated sprinkler systems, quick couplers, hose bibbs, or water tank, as specific site and/or weather

conditions require.

2. It shall be the Contractor's duty to maintain all District irrigation systems in a manner that assures their full working capability at all times. See Section 3 - Functions and Responsibilities. Said maintenance shall include, but not be limited to: visual and operational inspections one (1) time per **month**; cleaning/adjusting sprinkler nozzles; flushing of lines; trimming around sprinklers to assure proper coverage; routine repairs; and other tasks as assigned by District field staff.

3. For the purposes of these Special Provisions, routine irrigation repairs are defined as repair and/or replacement of existing sprinklers or sprinkler components and/or non-pressurized pipe and/or fittings ("lateral lines") that have been rendered inoperable due to: a) normal "wear and tear", and; b) vandalism or theft (which includes acts or omissions by third parties) up to the amount of 11 percent of the Contractor's monthly base price as set forth in Exhibit C., Section 1. Repairs due to vandalism or theft (which includes acts or omissions by third parties) in excess of the above indicated amount may be billed as Additional Work, per Exhibit C., Section 2.

4. All repairs to, and/or replacement of, irrigation system control components (i.e., backflow prevention assemblies, controllers and control wires, manual and remote control valves) and pressurized pipe and fittings ("mainlines") rendered inoperable due to circumstances other than Contractor's operations, shall be considered Additional Work, per Exhibit C., Section 2.

5. The Contractor shall furnish, at no cost to the District, a remote valve actuating device that is compatible with the make, and model installed at the site(s). This device shall be used by Contractor's personnel while conducting operational irrigation system inspections, and/or repairs.

6. Automatic irrigation systems shall:

   (a) Be inspected for, and repaired as necessary to ensure, proper operation, and coverage not less than one (1) time per month;

   (b) Be turned off during periods of rainfall, or as directed by District field staff;

   (c) Have controller and backflow preventer enclosures, utility vaults and/or pedestals, and valve boxes properly secured at all times.

7. Manually operated irrigation systems shall:

   (a) Be operated only when Contractor's personnel are present on site;

   (b) Be inspected for, and repaired as necessary to ensure proper operation, and coverage not less than at each time of operation;

(c) Have any and/or all enclosures, vaults, and valve boxes properly secured at all times.

8. Parts/components used to repair irrigation systems shall be of the same manufacture as those originally installed, unless otherwise approved by the Director prior to repair operations.

9. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

G. DEBRIS/LITTER

1. The Contractor shall remove immediately after pruning, trimming, weeding, edging or other work required under this Agreement, all debris generated by his or her performance of the work.

2. Contractor shall make a minimum of one (1) visitation per **month** of all sites covered under this Agreement for the express purpose of removing from both planted areas and adjacent hardscapes/walkways the following items, including but not limited to: bottles, cans, paper/plastic, cardboard, dog litter, tumbleweeds/windblown plant litter, automobile tires, or metallic items. Sites which, in the opinion of the Director, contain an exceptional amount of litter shall be cleared by Contractor before the close of business the working day following notification of this condition.

3. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.

4. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C., Section 2.

5. The Contractor shall dispose of all debris and litter as described in paragraphs 1 and 2 above off-site, and in a legal manner.

   (a) The Contractor shall notify the Director immediately whenever suspicious and/or waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until District staff arrives at the site.

   (b) Failure to adhere to the specifications of this section of the Special

Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

H. GREENWASTE RECYCLING

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

2. For the purposes of this Contract, materials defined as "greenwaste" shall include all plant parts (i.e., trimmings, prunings, grass clippings, etc.) removed from Contract sites by the Contractor, or any subcontractors thereunder, in performance of Contract's Scope of Work.

3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated in performance of Contract's Scope of Work at a landscape material recycling center, or reuse said greenwaste in some manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.

4. The Contractor shall submit a Monthly Greenwaste Report (see Appendix C) as an element of the Contractor's Monthly Report, as set forth in Section 3. – Functions and Responsibilities. The Contractor shall provide responses to all information requested and include, on a separate Monthly Greenwaste Report form, any greenwaste generated by any subcontractors performing under Contractor's Scope of Work.

5. Failure to adhere to the specifications of this section of the Special Provisions may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

21. TECHNICAL PROVISIONS – REDUCED SERVICE FERTILIZATION

A. TURF FERTILIZATION

1. All turf areas are to be fertilized as per Table I. All fertilizers are to be of indicated analysis or better.

TABLE I

			Rates per 1,000 sq. ft.	
Month	Number of Apps	Type of Fertilizer	Lbs. of Actual N	Lbs. of Fertilizer
FEB	1	22-0-6**	1	4.5 lbs
JUN	1	22-5-5*	1.25	5.7 lbs
OCT	1	22-5-5*	1.25	5.7 lbs

*22-5-5/BEST® TURF GOLD or approved equal Controlled-Release fertilizer. These fertilizers to contain micronutrients including iron. See following section on fertilizers.

**22-0-6/SCOTTS® PROTURF® + Pre-emergent Weed Control or approved equivalent. These fertilizers to contain micronutrients including iron. See following sections, below, regarding fertilizers.

2. A humus base fertilizer shall be applied to turf areas immediately following aeration operations.

3. Humus base fertilizers are required to be composted, screened, and have a minimum nitrogen level of one-half of one percent (0.5%) (Growpower, EZ Green or equal).

4. Any fertilizers containing iron will be completely removed from concrete sidewalks before irrigation to prevent staining.

5. Contractor shall supply the Director with a list of all proposed fertilizers to be used in the fulfillment of this specification, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

6. Written notification to the Director is required five (5) days prior to fertilizer application.

B. SHRUB & GROUND COVER FERTILIZATION

1. All shrubs and ground covers shall be fertilized as per Table II. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

TABLE II

Month	Number of Applications	Type of Fertilizer	Rates per 1,000 sq. ft. Lbs. of Actual N	Lbs. of Fertilizer
APR	1	23-5-10*	1.5	6.5 lbs

* 23-5-10/BEST® POLY SUPREME or approved equal.

2. Any fertilizers containing iron will be removed from concrete sidewalks before irrigation to prevent staining.

3. Contractor shall supply to the Director with a list of all proposed fertilizers to be used in the fulfillment of said Contract, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8 – Use of Chemicals.

C. TREE FERTILIZATION

1. The intent of tree fertilization is to maintain normal and healthy growth of

trees, not to produce excessive, rapid, or unnatural growth. Tree fertilization shall be considered Additional Work, per Exhibit C., Section 2.

2. All trees shall be fertilized as directed by District field staff. Fertilizer type and rates will be specified on a per job basis.

   (a) Fertilizer will be placed per manufacturer's recommendations, or as directed by District field staff.

   (b) No injecting or drilling into tree trunk will be allowed.

   (c) Applications shall be made when the first growth flush of the year is at 80% leaf expansion, but not before April 30.

   (d) Any fertilizers containing iron will be removed from concrete surfaces before irrigation to prevent staining.

3. Contractor shall supply a list of all proposed fertilizers to be used in the fulfillment of said contract to the Director, per Section 8. – Use of Chemicals. Any changes to said list shall be reported per Section 8. – Use of Chemicals.

4. Written notification to the Director is required five (5) days prior to fertilizer application.

5. Fertilizer application reporting specifications, - See Section 3. – Functions and Responsibilities and Section 8. – Use of Chemicals.

22. TECHNICAL PROVISIONS – REDUCED SERVICE PESTICIDE USE

A. GENERAL

1. The Moreno Valley Community Services District solicits, and encourages the use of effective alternative pest control measures.

2. All pesticide applications shall be made by or under the supervision of a person holding a valid license, permit or certificate issued pursuant to Sections 11701 and following, and Sections 14151 and following, of the California Food and Agricultural Code. Said person or company is to be registered to conduct a pest control business in the State of California, and the County of Riverside during the entire term of this Contract.

3. All pesticide use recommendations shall be in writing, and shall be made by a person holding a valid State of California pest control adviser license pursuant to Sections 12001, and following of the California Food and Agricultural Code. Said person is to be registered with the office of the Agricultural Commissioner of the County of Riverside during the entire term of this Contract.

4. Before the beginning of the Contract period, Contractor shall supply to the

Director a list of all proposed pesticides to be used in the fulfillment of said Contract, per Section 8 – Use of Chemicals. A valid written pesticide use recommendation for each pesticide listed shall be submitted concurrently with this list. No pesticide application shall be made prior to Contractor's submittal and Director's approval of said list, and recommendations. Per Section 8. – Use of Chemicals, any changes, additions, deletions or substitutions to the recommended pesticides so listed shall be submitted in writing to the Director for approval prior to use of newly recommended material. Failure to adhere to any part of this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

5. Disposal of empty pesticide containers, if made in the County of Riverside, shall be in strict compliance with label direction, restrictions and precautions, and all applicable federal, state, county, and local regulations, including but not limited to California Code of Regulations, Sections 6684, 3142, and 3143. The Director may require proof of such compliance in the form of a copy of Contractor's annual Letter of Compliance, as issued by the County Agricultural Commissioner, and submitted by Contractor to the County Waste Management Department.

B. REPORTING SPECIFICATIONS

1. Contractor shall be responsible for filing all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by county, state and federal agencies. Said reports shall contain accurate and valid information. The Director may require copies of all such records and reports be made available for inspection by District staff after giving twenty-four (24) hour notice to Contractor.

2. Pesticide application reporting specifications, - See Section 3 – Functions and Responsibilities and Section 8. – Use of Chemicals.

3. A five (5) working day written notice shall be given to the Director prior to any pesticide application. Notice shall include: name of chemical, area, rate and method of application, and time of day. Failure to adhere to this specification may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

C. GROUND COVERS, SHRUBS, & TREES - PESTICIDE USAGE CRITERIA

1. Weed Control

   (a) Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

   (b) Appropriate chemical control must be used on the following weeds.

   Bermuda Grass
   Kikuyu Grass
   Nutsedge

Field Bindweed
Spurge

This list is inclusive; other species may be added by the Director as necessary.

(c) Failure to adhere to the above specifications for weed control may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

2. Snail Control

Application of molluscicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

4. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests within seven (7) calendar days of notification from the Director may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

D. TURF - PESTICIDE USAGE CRITERIA

1. Weed Control

Weed Control – Application of pre-emergent herbicides shall be considered Additional Work, per Exhibit C., Section 2.

2. Insect and Disease Control

Insect and Disease Control - Application of insecticides/fungicides shall be considered Additional Work, per Exhibit C., Section 2.

3. Vertebrate Pest Control

All vertebrate pests, including but not limited to gophers, ground squirrels, moles, voles, and mice, shall be controlled on a regular basis wherever, and whenever found on the site(s). Control methods shall be as approved by the Director and shall include, but not be limited to, chemical, and mechanical methods. Failure to treat site(s) for vertebrate pests, within forty-eight (48) hours of notification from the Director, may result in the assessment of non-performance penalties, per Exhibit C., Section 4.

23. PROJECT LOCATION MAP

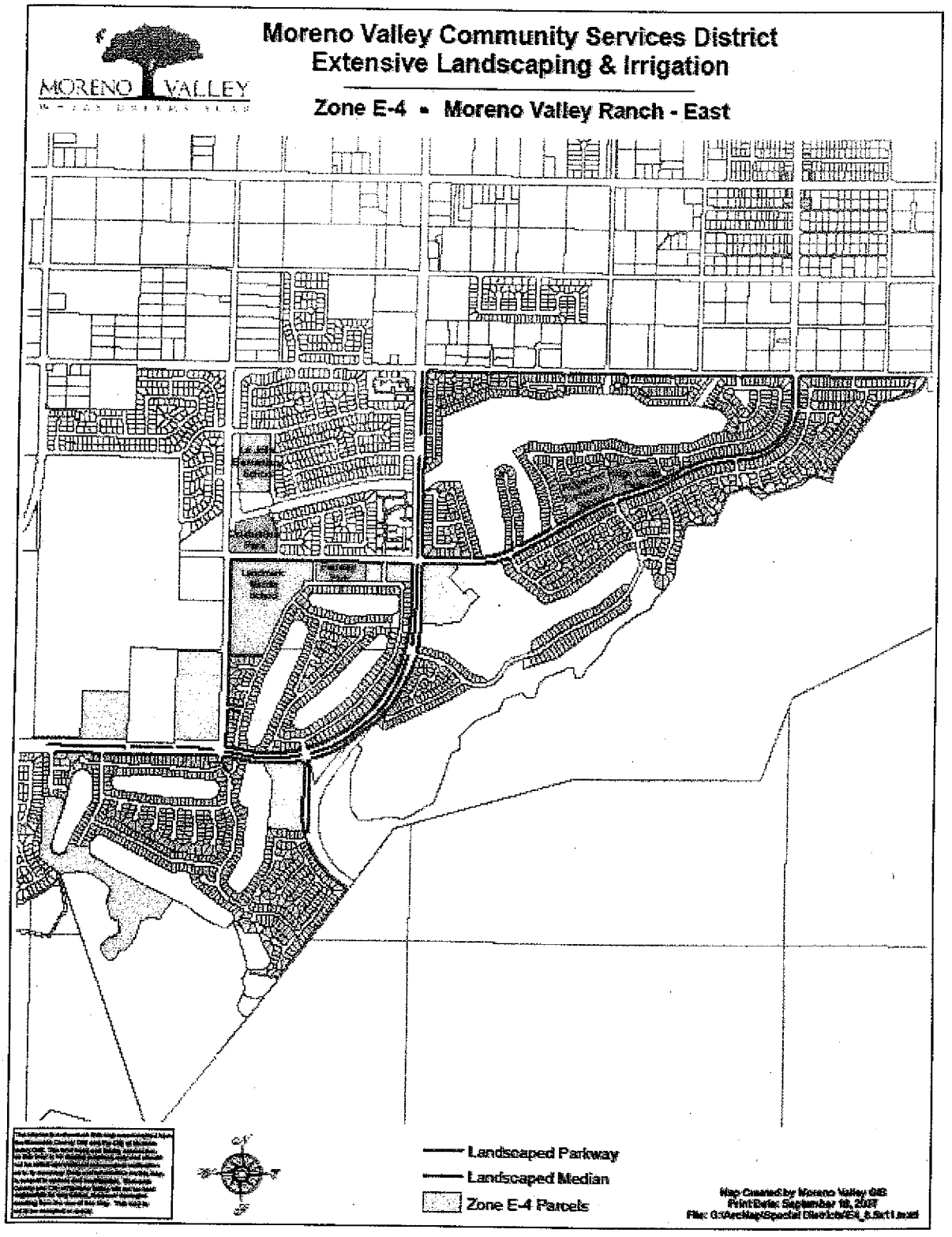

Item No. B.5

MV00107734

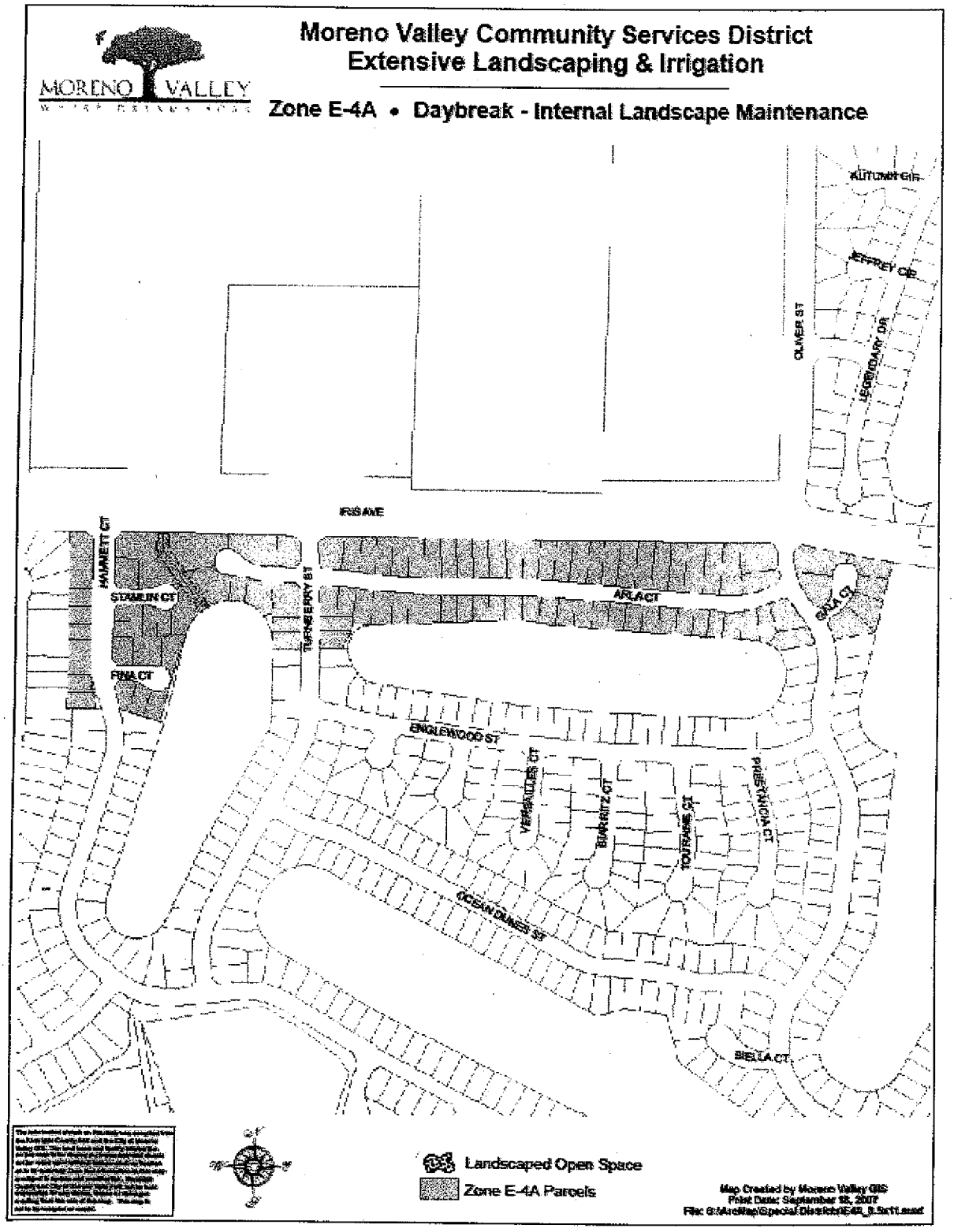
Moreno Valley Community Services District
Extensive Landscaping & Irrigation
MORENO VALLEY
Zone E-4A • Daybreak - Internal Landscape Maintenance
ALTUMIRA DR
JEFFREY CIR
OLIVER ST
LEGRIDGE DR
IRIS AVE
HAUNETT CT
STAMLIN CT
TURNBERRY ST
ARLA CT
BALA CT
FINA CT
ENGLEWOOD ST
VERSAILLES CT
BIARRITZ CT
TOURAINE CT
PRESTWICK CT
OCEAN DUNES ST
BELLA CT
Landscaped Open Space
Zone E-4A Parcels
Map Created by Moreno Valley GIS
Print Date: September 18, 2007

EXHIBIT B: District Responsibilities
R.F.P. NOE-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACT SUPERVISION

A. The Contract shall be administered on behalf of the District by the Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

B. The Director will decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION SYSTEMS

The District shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by District field staff.

3. UTILITIES

It shall be the District's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications), and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The District will pay the water, electricity, and communications costs used in the sites covered by this Contract. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. RESTRICTED PESTICIDE MATERIALS PERMIT / USE CONSENT

A. The District shall maintain in full force and effect throughout the entire term of the Contract a valid Restricted Materials Permit issued by the Agricultural Commissioner of the County of Riverside on behalf of the California Department of Pesticide Regulation. The Contractor shall comply with all permit conditions that pertain to any of the pest control materials listed on said permit that may be used in the course of Contractor's operations under this Contract.

B. Director must give consent in writing prior to application of any Category I pesticide.

EXHIBIT C: Payment Terms
R.F.P. NO E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. CONTRACTOR'S COMPENSATION

A. The Contractor will be paid monthly per site for work performed satisfactorily under this Contract. By the tenth of each month the Contractor shall submit to the Director detailed reports for the: 1) maintenance performed, 2) complaints received, 3) hazards noted, and 4) chemicals used in the prior month. These reports shall be accompanied by a billing in accordance with the Contract price for the work performed, and shall become the basis for payment. No payment(s) shall be made until the reports, listed herein, have been submitted and approved.

B. Except where additional compensation is specifically provided for in this Contract, the District will pay the Contractor for all work (labor, material, supplies, equipment, etc.) performed under this Contract the total amount of fourteen thousand, nine hundred and sixty three dollars and seventy-three/100 ($14,963.73) per month, one (1) month in arrears, on the last day of the month. The total contract amount for twelve (12) months shall not exceed one hundred seventy-nine thousand, five hundred and sixty four dollars and seventy-six/100 ($179,564.76), except as provided for in Section 2 below.

C. Should this Contract commence or terminate on other than the first day of a calendar month, the Contractor's compensation for that partial calendar month shall be prorated at the rate of 1/30 of the full month rate per day for the number of days during which the Contract is effective.

2. ADDITIONAL WORK

A. During the term of this Contract the District may, at its discretion, authorize the Contractor to perform certain Additional Work as included in Section 2, paragraph C. herein this Exhibit, ("Additional Landscape Areas"), in addition to the work set forth in Exhibit A, Contractor's Scope of Work.

If the District determines it to be in the District's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.

Compensation for all such Additional Work shall be calculated either: at the prices set forth by the Contractor in the Exhibit E, Section 9, or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Except as set forth in Section 2, paragraph B. below, the Contractor shall not perform any such Additional Work without first obtaining express written authorization from the District.

B. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the District may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the District for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the District may, after reasonable attempt to notify the Contractor, cause such action to be taken by the District or City's work force.

C. The Contractor shall maintain as Additional Work, at a unit price comparable to landscape areas described herein, additional landscape areas that the District may add to this Contract. In the event that notification is made of a new installation, at other than the beginning of a monthly period, the unit cost as set forth by Contractor in the Exhibit E, Section 9, shall be prorated from the day the Contractor commences work on the additional areas.

D. Routine repairs to project irrigation system(s) shall be considered Additional Work to the extent that the Contractor shall charge only for materials used to perform said repairs at Contractor's cost plus a percentage of that cost, as set forth in Exhibit E, Section 9. For the purposes of this Contract, routine irrigation repairs are defined as replacement of existing sprinklers or sprinkler components, and/or non-pressurized pipe, and/or fittings ("lateral lines") that have been rendered inoperable due to: 1) normal "wear and tear", and 2) vandalism or theft, (which includes acts or omissions by third parties).

E. Except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize Additional Work pursuant to paragraphs A., B., and C. above in excess of the cumulative total of $14,800.00 for each contract year during the term of this Contract.

3. PAYMENT DEDUCTIONS

The District may deduct payment to such extent as may be necessary to protect the District from loss due to:

A. Work required in the General or Special Provisions which is: not performed, or; not performed to the standards set forth therein, or; not performed at or within the time(s) specified therein, or; is incomplete;

B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Contract, or General or Special Provisions at the intervals and/or

frequencies set forth therein, or; perform work as required by the General or Special Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the District. For each of the categories set forth hereinabove, the penal sum of $100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, or in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delays caused by the District, or by the owner of a utility to provide for the removal or relocation of utility facilities.

5. EXCESSIVE UTILITY USAGE

Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the District to allow for explanations.

EXHIBIT D: Term of Contract
R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

1. TERM OF CONTRACT

A. Following approval by both parties, the Contract will commence on July 1, 2011, and shall terminate twelve (12) months thereafter.

B. At the expiration of its term, the Contract may be extended for up to four (4) additional twelve (12) month periods with the concurrence of both parties. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph B.) shall be given to the Contractor at least thirty (30) days prior to the expiration of the initial term of the Contract or any extension thereof.

C. In considering the option to extend the Contract, as set forth in paragraph B. above, the District shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's compensation is based on an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

D. At the expiration of its term, and with the concurrence of both parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the District's intent to invoke this subsection of the Contract (Exhibit D., Section 1., paragraph D.) shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.

E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. (CSD) In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the CSD does not grant necessary funding appropriations and/or program approval, the affected multiyear contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E: PROPOSAL SUBMITTAL DOCUMENTS

R.F.P. NO. E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

R.F.P. NO.E-4/11
PROJECT NO. E-4/11

MORENO VALLEY RANCH-EAST/DAYBREAK
MAINTENANCE OF PARKWAY AND MEDIAN
LANDSCAPING AND IRRIGATION

ATTACH ADDITIONAL SHEETS AS NECESSARY FOR COMPLETE RESPONSES

1. SCHEDULE I

A. COMPANY NAME: TRUGREEN LANDCARE

TYPE
- Sole proprietor ____
- Partnership X
- Corporation ____

B. COMPANY ADDRESS/PHONE NUMBER

MAIN OFFICE ADDRESS:
1616 MARLBOROUGH AV. Bld. S
RIVERSIDE, CA. 92507

MAIN OFFICE PHONE NUMBER: 951-688-6880

SATELLITE OFFICE ADDRESS (if applicable):

SATELLITE OFFICE PHONE NUMBER ____

C. CONTRACTOR'S LICENSING INFORMATION:

LICENSE NUMBER/CLASSIFICATION/NAME STYLE: 774548
C-61, D-49, C-27

NUMBER OF YEARS OPERATING UNDER ABOVE LICENSE/NAME STYLE: 10

LICENSE EXPIRATION DATE: 2-29-12

CURRENT LICENSE STATUS: ACTIVE

PRIOR ACTIONS AGAINST THIS LICENSE? Yes / (No)
IF YES, LIST CITATION TYPE AND HOW RESOLVED: _____

D. COMPANY'S FEDERAL IDENTIFICATION NO.: 36-4313318

E. NAME AND TITLE OF COMPANY OFFICERS:

PATRICK SPAINHOUR	CEO
MAC McIlvried	PRESIDENT
MARK WESEL	REGION VICE PRESIDENT
MANNY MENDES	BRANCH MANAGER

F. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES: 27

G. NUMBER OF YEARS COMPANY HAS PERFORMED LANDSCAPE MAINTENANCE SERVICES FOR PUBLIC AGENCIES: 27

H. CURRENT LANDSCAPE MAINTENANCE OPERATIONS

THE DISTRICT RECOGNIZES THAT THE INFORMATION PROVIDED TO THIS QUESTION (QUESTION H.) IS PROPRIETARY IN NATURE, AND THEREFORE, THE DISTRICT WILL KEEP THIS INFORMATION CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

TOTAL LANDSCAPE MAINTENANCE CONTRACTS: OVER 200
PERCENTAGE OF TOTAL CONTRACTS WITH PUBLIC AGENCIES: 6%
TOTAL DOLLAR VALUE OF LANDSCAPE MAINTENANCE CONTRACTS: $3,600,000 out of RIVERSIDE BRANCH

1. NUMBER OF EMPLOYEES COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS

SUPERVISORS:	6	AVERAGE WAGE SCALE: $45-65/K* Salary
TECHNICIANS:	10	AVERAGE WAGE SCALE: $ 15 /Hr.*
FOREMEN:	34	AVERAGE WAGE SCALE: $ 13.75 /Hr.*
LABORERS:	54	AVERAGE WAGE SCALE: $ 8.75 /Hr.*

*Use fully burdened rate (i.e., taxes, insurance, benefits, OH &P) - This is a prevailing wage project.

2. TYPE & NUMBER OF VEHICLES & POWER EQUIPMENT COMMITTED TO LANDSCAPE MAINTENANCE OPERATIONS:

A. MOTOR VEHICLES
- TYPE: PICK-UP F-150 NUMBER: 15
- TYPE: STAKE BEDS NUMBER: 22

- TYPE: DUMP TRUCKS F-450 NUMBER: 9
- TYPE: NUMBER:

B POWER EQUIPMENT

- TYPE: MOWERS 21", 36", 48", 60" NUMBER: 64
- TYPE: BLOWERS NUMBER: 48
- TYPE: HEDGE TRIMMERS NUMBER: 47
- TYPE: WEEDEATERS NUMBER: 52

I. REFERENCES

ATTACH RESPONSES ON ADDITIONAL SHEETS - ONE SHEET PER REFERENCE

1. LIST A MINIMUM OF THREE (3) REFERENCES FOR PUBLIC AGENCY LANDSCAPE MAINTENANCE CONTRACTS THAT ARE EITHER CURRENT AND/OR HAVE BEEN SUCCESSFULLY COMPLETED WITHIN THE LAST TWO (2) YEARS.
2. REFERENCE RESPONSES MUST INCLUDE:
   A. NAME AND ADDRESS OF AGENCY;
   B. NAME AND TELEPHONE NUMBER OF AGENCY PERSON RESPONSIBLE FOR ADMINISTERING CONTRACT;
   C. CONTRACT NAME(S) / NUMBER(S);
   D. ANNUAL CONTRACT AMOUNT(S);
   E. NUMBER OF ACRES MAINTAINED PER CONTRACT(S);
   F. LOCATION(S) OF CONTRACT AREAS – WE WILL VISIT SITE(S);
   G. LENGTH OF CONTRACT(S).
3. **THE FOLLOWING REFERENCE QUESTIONS WILL BE ASKED OF EACH AGENCY REFERENCED:**
   A. How many (number) of contracts and years under contract?
   B What are/were the Scope of the contract(s), acreage amounts, location(s)?
   C. What are/were the Contract amount(s)?
   D. Do/did they have adequate (quantity/quality) staffing?
   E. How are/were the Training/Technical skills (i.e., Irrigation/Pest Control/ Equipment Operation/Safety)?
   F. Does staff have the ability to comprehend/speak English?
   G. How are/were the appearance, uniforms, and use of safety equipment?
   H. Do/did they have availability of additional personnel for extra work/special projects?
   I. Is/was the equipment used in good working order?
   J. Do/did they have an effective in-company communications system?
   K. How is/was the knowledge of project/contract standards?
   L. Do/did they have the ability to respond to complaints/requests in a timely fashion?

References:

1. City of Rancho Cucamonga
   9153 9th Street
   Rancho Cucamonga CA 91730
   Don Gentry (909) 477-2700
   December 1999 to Present
   $505,000.00 Annually
   Square Footage: 45 Acres.
   Areas Serviced: LMD's throughout the City

2. Marriott Desert Springs Villas
   1091 Pinehurst
   Palm Desert CA 92260
   Glenn Knorr (760) 779-1291
   2005 to Current
   $536,400.00 Annually.
   Square Footage: 30 Acres.
   Areas Serviced: Common Areas & High Profile Areas.

3. City of Banning
   5261 W. Wilson
   Banning CA 92220
   Carl Szoyska (951) 922-3286
   Septembe4 2005 to Present
   $31,000.00 Annually.
   Square Footage: 2.5 Acres.
   Areas Serviced: City Hall, Aquatic Center, Police Departments.

M. Are/were they willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds)?
N. How accurate & timely is/was billing/invoicing?
O. Have Contract(s) been successfully completed to term?
P. Would you accept future proposals/bids from this company?

2. PROPOSED FACILITIES, EQUIPMENT, & STAFFING SCHEDULE

A. **Facilities** – List the facility(ies) location and/or address where work crews and equipment will be dispatched. Use additional sheets as necessary to provide a full and comprehensive response.

RIVERSIDE OFFICE
1616 MARLBOROUGH AV. BLD. S
RIVERSIDE, CA. 92507

B. List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Indicate with (S) any listed equipment to be shared with another contract/ project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **Equipment:** LAZER RIDING MOWER, 36" Walk behind Mower, 21" Mower, Power Edger, Hedge Trimmers, Blowers, Weed eater, Chain saw.

2. **Motor Vehicles:**
1- Stake Bed F-350
1- Pick-up F-150
1- Spray Truck F-350 w/ Bubble Tanks.

3. **Turf Maintenance Power Equipment/Tools:**
Power Edgers & Mowers above under equipment.

4. **Tree, Shrub, Ground Cover Trimming/Pruning Equipment/Tools:**
(List both powered and hand equipment/tools)

Vermeer 1800 Chipper
Vermeer Stump grinder
Hedge Trimmers, Weedeater

5. **Irrigation System Maintenance Equipment:**
(List both powered and hand equipment/tools)

Irrigation Truck & Rain Master remote controls

6. **Fertilizer Application Equipment:**
(List both powered and hand equipment/tools)

Lesco Spreader & Belly grinders.

7. **Pesticide Application Equipment:**
(List both powered and hand equipment/tools)

Spray Truck with Tanks & Lesco Back-Pack.

C. **Staff**: - List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the Agreement, General Provisions, and Special Provisions. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with (S) if listed personnel are to be shared with another contract / project. Use additional sheets as necessary to provide a full and comprehensive response.

1. **General Landscape Maintenance:**
(List labor, administrative, and field supervisory personnel – include any relevant education, certification, licensing information for each person listed)

Conrado Sigala - Area Manager
Lori Ledesma - Office Admin.
Foreman and labors who be assigned to job.

2. **Tree Trimming/Maintenance:**
(List any ISA or equivalent certified personnel)

Rafael Gomez - ISA Certified

3. **Irrigation System Maintenance:**
(List technical personnel – include any relevant education, certification, licensing information for each person listed)

Gilberto Castillo - Irrigation Tech

4. **Pesticide Application:**
(List licensed and/or certified personnel. All non-licensed, non-certified personnel must have received verifiable annual training.)

Ray Velasquez - QAL 103311
Manny Mendes - QAL 100444

3. PROPOSED PROJECT WORK SCHEDULES

The following two pages contain blank Monthly and Annual Schedule Sheets. Proposers are to complete these schedule sheets by writing in their proposed schedules for performing the work described in Exhibit A. Use additional sheets as necessary to provide a full and comprehensive response.

A. MONTHLY SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed on a weekly or monthly basis for the E-4 and E-4A areas in the box corresponding to the day of the week/month the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire month. Schedule sheets that are not completed for the entire month will be considered to be non-responsive.

B. ANNUAL SCHEDULE SHEET (Full and Reduced Service Levels)

1. List all tasks specified to be performed for the E-4 and E-4A areas at intervals greater than one (1) month in the box corresponding to the month(s) of the year in which they are either so specified, or, if not specified, the month(s) in which the work is proposed to be performed. List man-hours estimated to complete each task.

2. Be sure to include any administrative tasks such as report submittals, meetings, etc.

3. Fill in the schedule sheet for the entire year. Schedule sheets that are not completed for the entire year will be considered to be non-responsive.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Detail Trimming -Trash Pick up - Weeding & Spraying -Blowing Sidewalks 5 Men Crew 40 HRS. 1-Irrigator 8 Hrs.	-Mowing & Edging -Trash Pick up -Weeding - Blowing Sidewalks. 5 Men Crew 40 HRS 1-Irrigator 8 Hrs.	-Mowing & Edging -Trash Pick up - Weeding - Blowing Sidewalks 5 Men Crew 40 HRS 1-Irrigator 8 HRS.	-Detail Trimming -Trash Pick up - Weeding & Spraying - Blowing Sidewalks. 4-Men Crew 32 HRS. 1-Irrigator 8 HRS.	OFF mm
WEEK #2 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 5 Men Crew 40 Hrs 1-Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks Meeting - Inspector 1 HR 4 Men Crew 32 Hrs 1 Irrigator 8 Hrs	OFF mm
WEEK #3 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs.	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 Hrs 1 Irrigator 8 Hrs	OFF mm
WEEK #4 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 5 Men Crew 40 Hrs 1 Irrigator 8 Hrs	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks Meeting Inspector - 1 HR 4 Men Crew 32 Hrs 1 Irrigator 8 Hrs mm	OFF -Reports Submittals 1 HR

SUMMER SCHEDULE MAY - OCT.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HR 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 - Man Crew 32 HRS. 1 - Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector 1 HR ~~5~~ Man Crew ~~24~~ HRS 1 Irrigator 8 HRS	OFF AM
WEEK #2 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS. 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks ~~5~~ Man Crew ~~24~~ HRS. 1 Irrigator 8 HRS.	OFF AM
WEEK #3 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew - 32 HRS 1 Irrigator 8 HRS	Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks - Meeting Inspector - 1 HR. ~~5~~ Man Crew ~~24~~ HRS 1 Irrigator 8 HRS.	OFF AM
WEEK #4 - Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS 1 Irrigator 8 HRS.	- Mowing & Edging - Trash Pickup - Weeding - Blowing Sidewalks 4 Man Crew 32 HRS. 1 Irrigator 8 HRS.	- Detail Trimming - Trash Pickup - Weeding & Spraying - Blowing Sidewalks ~~5~~ Man Crew ~~24~~ HRS. 1 Irrigator 8 HRS	OFF - Reports Submittals 1 HR AM

WINTER SCHEDULE NOV - APRIL

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4 MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pick-up -Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS 1 Irrigator 8 HRS.	Meeting Inspector - 1 HR	
WEEK #2 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS		-Mowing & Edging -Trash Pick up -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS		
WEEK #3 -Detail Trimming -Trash Pick-up -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks 4 Men Crew 32 HRS. 1-Irrigator 8 HRS.		
WEEK #4 -Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		-Mowing & Edging -Trash Pickup -Weeding -Blowing Sidewalks. 4 Men Crew 32 HRS. 1 Irrigator 8 HRS.		Reports Submittals 1 HR

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/2 day 8 HRS	
WEEK #3		Irrigator 2 HRS.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/2 day 8 HRS.	
WEEK #4		Meeting Inspector. 1/2 HR.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing sidewalks. 2 Men Crew 1/2 day 8 HRS.	Report Submittals 1/4 HR.

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4A MONTHLY SCHEDULE SHEET

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK #1			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	
WEEK #2			-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks 2 Men Crew 1/4 day 4 Hrs.	
WEEK #3		Irrigator 1 Hr. ~~Irrigator 4 Hrs.~~ MM	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 Hrs.	
WEEK #4		Meeting Inspector 1/4 Hr.	-Detail Trimming -Trash Pickup -Weeding & Spraying -Blowing Sidewalks. 2 Men Crew 1/4 day 4 Hrs.	Reports Submittals 1/4 Hr.

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4 ANNUAL SCHEDULE SHEET

JANUARY	**FEBRUARY**	**MARCH** - Turf Aeration - Growpower - Turf - Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)	**MAY**	**JUNE**
JULY	**AUGUST**	**SEPTEMBER** 23-5-10 / Best Poly Supreme (Shrub & Ground Cover)
OCTOBER Turf Aeration Growpower - Turf - Pre-emergent granual for bed areas.	**NOVEMBER**	**DECEMBER**

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE
E-4 ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY Dimension Pre-emergent Fertilizer 22-06	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs & Ground Cover)	MAY	JUNE 22-5-5 Best Turf Gold
JULY	AUGUST	SEPTEMBER
OCTOBER 22-5-5 Best Turf Gold	NOVEMBER	DECEMBER

PROPOSED PROJECT WORK SCHEDULES – FULL SERVICE
E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH -Pre-emergent granual for bed areas.
APRIL 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER 23-5-10 / Best Poly Supreme (Shrub + Ground Cover)
OCTOBER -Pre-emergent granual for bed areas.	NOVEMBER	DECEMBER

PROPOSED PROJECT WORK SCHEDULES – REDUCED SERVICE

E-4A ANNUAL SCHEDULE SHEET

JANUARY	FEBRUARY	MARCH
APRIL 23-5-10 Best Poly Supreme (Shrubs & Ground Cover)	MAY	JUNE
JULY	AUGUST	SEPTEMBER
OCTOBER	NOVEMBER	DECEMBER

4. PROPOSED ANNUAL MATERIAL SCHEDULE

A. Fertilizers:

List the fertilizers to be furnished to execute work tasks specified in Exhibit A. Specify the type (analysis/brand name), estimated amount of each type to be supplied annually, and estimated annual cost for each type (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
-Growpower Fertilizer	3500 lbs.	$2050.00
-Best 23-5-10 Poly Supreme	3500 lbs.	$1800.00

B. Pesticides:

List pesticides to be furnished to execute work tasks specified in Exhibit A. Specify the type (i.e., pre-emergent herbicide, rodent/snail bait, insecticide, etc.), the brand name, estimated amount of each type/brand to be supplied annually, and the estimated annual cost for each type/brand (include applicable sales tax, overhead, and mark-up). Use additional sheets as necessary to provide a full and comprehensive response.

TYPE	ESTIMATED ANNUAL AMOUNT	ESTIMATED ANNUAL COST
Riverdale Razor-Pro	28 Gal	$550
Fusilade - Post grass control	3 QT.	$250
Ronstar - Pre-emergent	35 Bags	$3075
Snail bait	200 lbs.	$475

5. COMMUNICATIONS, TRAFFIC SAFETY, & GREENWASTE RECYCLING

A. Communications:

The General Provisions require that the selected Contractor possess, and maintain an effective company-wide communications system. The Contractor must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your company's internal communications system, both in the office and in the field, and how it will enable your company to provide the communication capability as required in Scope of Services .specifications. Also, describe how your company will provide the required twenty-four (24) hour communication capability. Use additional sheets as necessary to provide a full, and comprehensive response.

In the Field 6:30 - 5:00pm Area Manager - Cell phone
Office 8:00 - 4:30pm Office Staff
After Hours 5:00 - 8:00am Emergency phone #

B. Traffic Safety:

The General Provisions require that the selected Contractor provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2010 (or most current) California Supplement, Part 6, Temporary Traffic Control". Please describe your company's general traffic control practices and training, and how your company intends, if selected, to conduct work area traffic control operations to provide service for this project. Use additional sheets as necessary to provide a full and comprehensive response.

Trugreen Workzone Safety program - All employees are certified (Safety Cordinator - Ray Velasquez) does weekly on site inspections and tailgate meetings. Traffic cones & arrow boards are used as needed.

C. **Greenwaste Recycling:**

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction. Please describe your company's program to insure that the City receives credit for the greenwaste that will be generated from executing the project's Scope of Work (Exhibit A). Be sure to include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above. Use additional sheets as necessary to provide a full and comprehensive response.

Burrtec Industries
1850 Agua Mansa Rd.
Riverside, CA. 92509
951-685-5516

6. LIST OF SUBCONTRACTORS

A. SUBCONTRACTORS:

In compliance with the provisions of Government Code, Section 4102, the undersigned Proposer sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total proposal, and the portion of the work which will be done by each subcontractor, as follows:

Name, License, and Classification No.	Place of Business and Telephone	Description of Work
	N/A	

7. CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE Manuel Mendes

PRINTED NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

8. PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Proposal Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the Moreno Valley Community Services District and TRUGREEN LANDCARE, and further , the aforesaid company may be barred from participation in future District contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind the terms of contract to the terms of this affirmation (See "INSTRUCTION TO PROPOSER", Section D. – Signature of Contract Proposal).

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE FILLED OUT (PRINTED), SIGNED AND DATED

SIGNATURE Manuel Mendes

NAME MANUEL MENDES

TITLE BRANCH MANAGER

COMPANY NAME TRUGREEN LANDCARE

DATE 02-17-11

9. SCHEDULE II

A. BID SCHEDULE

PROPOSER: TRUGREEN LANDCARE
(Company Name)

SITE	SERVICE LEVEL	ESTIMATED AREA	COST PER SQ. FT.	COST PER MONTH	COST PER TWELVE MONTHS
E-4 LANDSCAPE PARKWAYS & MEDIANS (currently full service)	Full	Planter: 617,667 sq. ft.	$ 0.015	$9,265.00	$111,180.00
		Turf: 588,060 sq. ft.	$ 0.0089	$5,233.73	$ 62,804.76
	Reduced	Planter: 617,667 sq. ft.	$ 0.0075	$4632.50	$ 55,590.00
		Turf: 558,060 sq. ft.	$ 0.006	$3348.36	$ 40,180.32
E-4A LANDSCAPE PARKWAYS (currently full service)	Full	Planter 31,000 sq. ft.	$ 0.015	$ 465.00	$ 5,580.00
	Reduced	Planter 31,000 sq. ft.	$ 0.0075	$ 232.50	$ 2,790.00

The Total Amount of the Service Proposal shall be based on current service levels (**Full service for E-4 Parkways & Medians and Full service for E-4A Parkways**):

Figures: $ 179,564 and 76 /100's Dollars

Words: One hundred seventy-nine thousand, five hundred sixty-four and seventy-six /100's Dollars

All work shall be performed in accordance with the Technical Provisions for Full Service or Reduced Service. Determination of the level of service shall be made per written direction by the City. Service levels may be converted from Full to Reduced or from Reduced to Full with 30 days advance written notice by the City.

The Contractor shall furnish all labor, equipment, and materials necessary to provide maintenance of median and parkway, irrigation, and landscaping as set forth in Exhibit A: Scope of Work of this Contract, and; any and all addenda issued prior to the opening of Proposals; any Change Orders issued after the execution of the Independent Contractor Agreement and its attached exhibits.

Addendum No(s). 0 has/have been received and is/are made a part of this proposal.

Manuel Mendez — 02-17-11
(AUTHORIZED SIGNATURE AND TITLE) (DATE)

B. ADDITIONAL WORK PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Prices for Additional Work, and Routine Irrigation Repair, including, but not limited to: Exhibit A and Exhibit C

UNIT PRICES (Includes all labor and materials)

1. 1 gal. shrub/vine/ground cover in place	@	$ 8.00	ea
2. 5 gal. shrub/vine/ground cover in place	@	$ 25.00	ea
3. 5 gal. tree in place (stakes included)	@	$ 32.00	ea
4. 15 gal. tree in place (stakes included)	@	$ 80.00	ea
5. 24" box tree in place (stakes included)	@	$ 275.00	ea
6. 36" box tree in place (guy wires included)	@	$ 675.00	ea
7. Flat of ground cover in place	@	$ 23.00	ea
8. Planter bed mulch in place	@	$ 37.00	/cu. yd
9. Additional labor	@	$ 30.00	/man hour
10. Additional Irrigation Technician	@	$ 55.00	/man hour

PROPOSER: TRUGREEN LANDCARE
(Company Name)

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

ROUTINE IRRIGATION REPAIR PRICES

1. Irrigation repair parts for routine repairs @ cost plus 15 %

2. Unit prices for Additional Work (additional **FULL SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.015 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0089 /sq. ft./mo.

3. Unit prices for Additional Work (additional **REDUCED SERVICE** landscape areas) per Exhibit C, Section 2.

   A. Additional parkway areas, planters (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.0075 /sq. ft./mo.

   B. Additional parkway areas, turf (trees to 18-ft. height, shrubs, ground cover included, as applicable). $ 0.006 /sq. ft./mo.

4. Any other Additional Work shall be quoted per Exhibit C, Section 2.

PROPOSER: TRUGREEN LANDCARE
(Company Name)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, Acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

FROM: Chris A. Vogt, P. E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011 (continued from May 24, 2011)

TITLE: **FIRST EXTENSION OF CONTRACT** - Project No. E-3/10 - Maintenance of Extensive Landscaping and Irrigation – Moreno Valley Ranch – West (Zone E-3) and Lasselle Powerline Parkway (Zone E-3A)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD), herein referred to as the CSD Board:

1. Approve the attached first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

   b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

ADVISORY COMMITTEE RECOMMENDATION

Not Applicable

BACKGROUND

On December 17, 2009, the Special Districts Division of the Public Works Department received valid proposals from seven landscape contracting firms in response to the Request for Proposal for Project E-3/10, maintenance of landscaping and irrigation of the parkways and medians for Moreno Valley Ranch – West (Zone E-3) and Lasselle Powerline Parkway (Zone E-3A). On April 27, 2010, the CSD Board awarded the E-3/10 contract to Bemus Landscape, Inc., San Clemente, California (the "Contractor"). The contract amount for the initial twelve-month term for fiscal year (FY) 2010/11, was $152,745.00 ($139,500.00 for Base Service; $13,245.00 for estimated Additional Work). Staff is recommending that the Contractor be awarded the first of a possible three extensions, as discussed below.

DISCUSSION

In December 2010, Special Districts' staff had a discussion with Bemus Landscape, Inc., on their performance to date, the possibility of the CSD extending the term of the contract, and the first Extension Agreement (see Attachment 2). The key provisions of the document are as follows:

1. Extension of the contract term to June 30, 2012.

The Contractor has provided a satisfactory service level over the last year and has expressed a desire to extend the contract. Due to the current economic climate, the terms negotiated and agreed upon resulted in a zero percent (0%) overall increase in the current compensation amount. Therefore, based on performance and price, staff recommends that the CSD Board exercise the first extension of the Contractor's contract.

ALTERNATIVES

1. Approve the first Extension Agreement for Project No. E-3/10 to extend the term of the contract for an additional one-year period; authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc.; and authorize the Purchasing Manager to issue open purchase orders for Base Service and estimated Additional Work to Bemus Landscape, Inc., at the start of FY 2011/12. *Approval of this first Extension Agreement will ensure uninterrupted landscape maintenance service is provided to the parkways and medians of the Moreno Valley Ranch – West Specific Plan Development.*

2. Do not approve the first Extension Agreement for Project No. E-3/10 to extend the term of the contract for an additional one-year period. *By not approving this first Extension Agreement, the continuity of parkway and median landscape services for the Moreno Valley Ranch – West Specific Plan may be disrupted.*

FISCAL IMPACT

The sum of $127,500.00 will be encumbered in Account 00182.78240.6261 (Zone E-3) and $12,000.00 will be encumbered in Account 00182.78282.6261 (Zone E-3A) by open purchase order. Upon staff approval, monthly disbursements of $11,625 to pay for base services will be made to Bemus Landscape, Inc. Staff also requests that the CSD Board authorize the encumbrance of $10,260.00 in Account 00182.48240.6261 (Zone E-3) and $3,000.00 in Account No. 00182.78283.6261(E-3A) to cover the cost of performing estimated Additional Work (e.g., repairs/replacements due to vandalism, theft, Acts of God, normal wear and tear) under the terms of this first Extension Agreement and as anticipated to be performed during the coming fiscal year. The combined cost of the Base Contract services and the Estimated Additional Work performed by Bemus Landscape, Inc., shall not exceed $152,760.00 for FY 2011/12. The above amounts have been budgeted for in Zones E-3 and E-3A for the coming FY, with costs to be recovered through annual CSD Zone E parcel charges. This action will not impact the City's General Fund.

It should be noted that Zone E-3A, Lasselle Powerline Parkway, is scheduled for a mail ballot proceeding to allow property owners the opportunity to approve or reject an increase in the current CSD Zone E-3A parcel charge to retain maintenance at the full service level. The annual parcel charges collected for Zone E-3A may only be used for landscape maintenance services of the parkways associated with Zone E-3A. The funds collected pay for water and electric utility charges, along with their designated contractor maintenance, which includes mowing, trimming, pruning, and weeding of turf, shrubs, and trees, fertilizer applications, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, providing staff support, and other items necessary for the satisfactory maintenance of the landscaped areas, and administration of the Zone E-3A program.

Zone E-3, Moreno Valley Ranch – West, is presently at a reduced service level. Zone E-3 services are provided in accordance with the CSD Zone E Policy, No. 2.41, as originally adopted by the CSD Board on September 25, 2007, which describes the CSD Zone E Reduced Services. The Zone E-3 annual parcel charges received from properties within Zone E-3 are used to pay all costs to provide landscape maintenance of the parkways and medians within Zone E-3. The funds collected pay for water and electric utility charges, along with their designated contractor maintenance, which includes mowing, trimming, pruning, and weeding of turf, shrubs, and trees, fertilizer applications, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, providing staff support, and other items necessary for the

satisfactory maintenance of the landscaped and median at a reduced service level, and the administration of the Zone E-3 program.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS
CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

SUMMARY

The CSD furnishes ongoing landscape maintenance of extensive parkways and medians within its Zone E through the use of contract services. At the end of the initial term, the maintenance agreement may be renewed for up to three additional twelve month periods. Staff is recommending that the CSD Board exercise its option to authorize the first Extension Agreement with Bemus Landscape, Inc., for an additional twelve months.

NOTIFICATION

Not applicable.

ATTACHMENTS

1. Project E-3 and E-3A Vicinity Maps

2. First Extension Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107773

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West

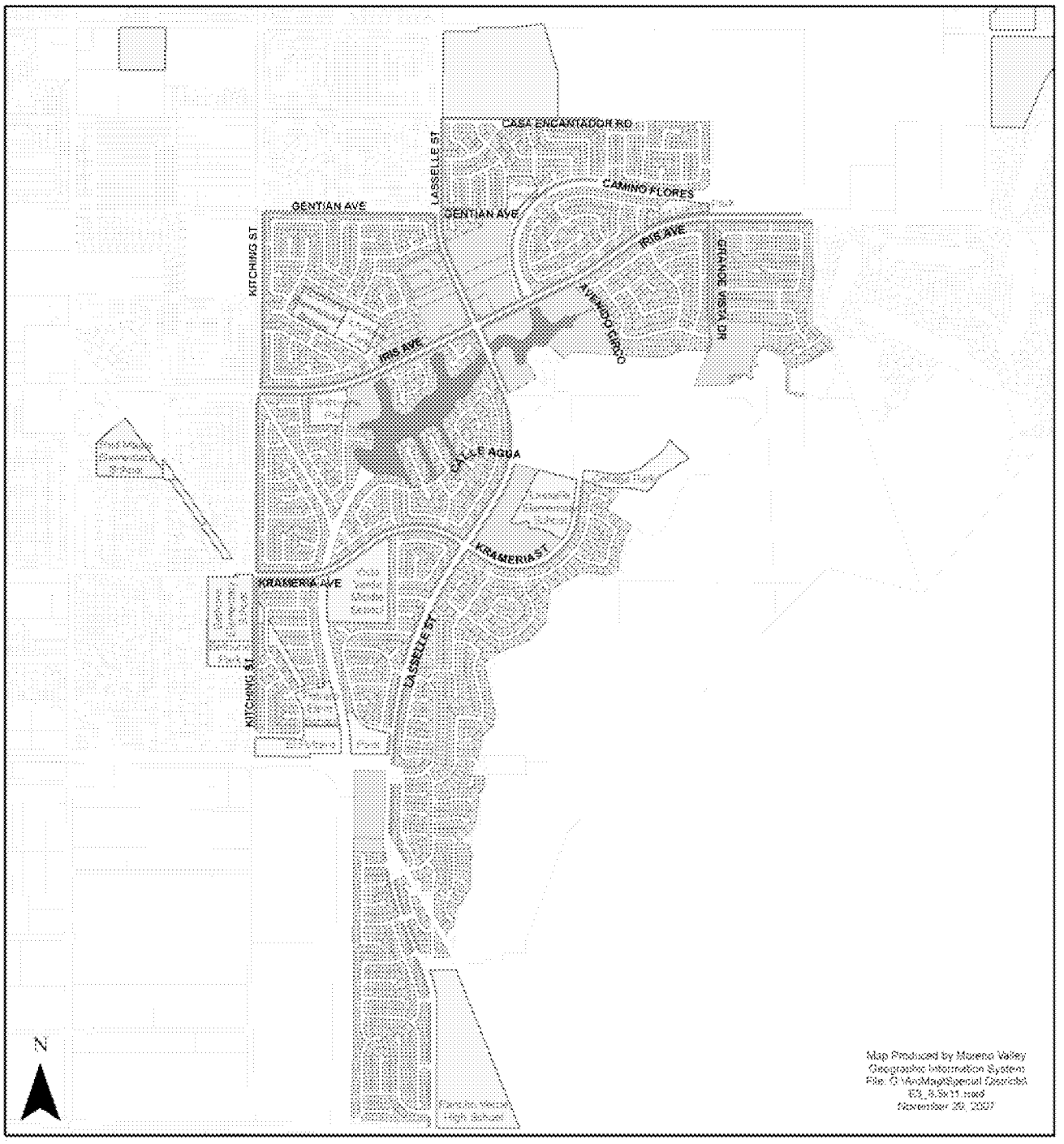

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be reproduced or resold.

Landscaped Parkway

Zone E-3 Parcels

MORENO VALLEY

ATTACHMENT 1

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MV00107775

Moreno Valley Community Services District
Extensive Landscaping & Irrigation

Zone E-3A • Lasselle Powerline Parkway

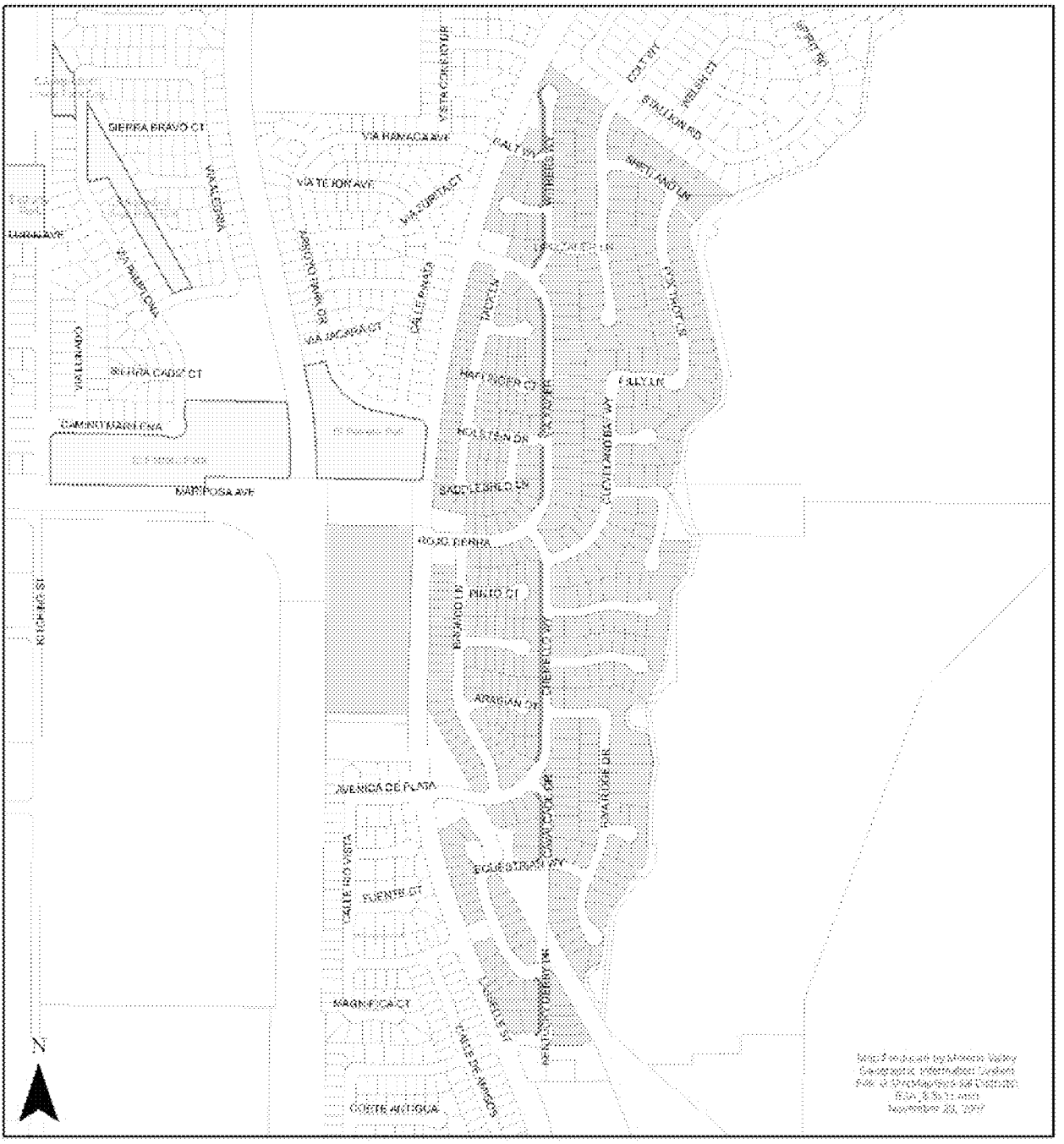

Landscaped Parkway

Zone E-3A Parcels

MORENO VALLEY

ATTACHMENT 1

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MV00107777

EXTENSION AGREEMENT
PROJECT NO. E-3/10
MORENO VALLEY RANCH - WEST
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Bemus Landscape, Inc.,** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 29, 2010, referencing Project No. E-3/10 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012.**

2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.

3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **ELEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($11,625.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED 00/100 DOLLARS ($139,500.00)**

4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:

    a. Additional parkway areas, turf (trees up to 18-feet height, as applicable). **$0.015/ sq. ft. / mo**.

    b. Additional parkway areas, planters (trees up to 18-feet height, shrubs, ground cover included, as applicable). **$0.011/ sq. ft. / mo**.

5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($13,260.00).**

6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

ATTACHMENT 2

Dated:_____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By:_____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	
Company Name	(Corporate Seal)

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

SEE AGENDA ITEM A.18

B7. GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) **(Also listed as Item A.18- SEE ITEM A.18)**

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MV00107781

MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00107783

SEE AGENDA ITEM A.18

C3. GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) **(Also listed as Item A.18- SEE ITEM A.18)**

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MV00107785

MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00107787

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 14, 2011

TITLE: First Amendment - Aquabella Development Agreement (P11-029)

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing and subsequently introduce Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

ADVISORY BOARD/COMMISSION RECOMMENDATION

On May 12, 2011, the Planning Commission recommended approval of the Amendment by a vote of 6-0-1 (absent). After substantial discussion regarding the proposal and questions of the applicant and staff, the Commission determined that the Amendment would not materially affect the existing contractual rights and responsibilities of the applicant or City.

BACKGROUND

Highland Fairview submitted a Development Agreement Amendment application on March 28, 2011, to remove Planning Area 2 from the Aquabella Development Agreement. The Agreement, approved on January 12, 2006, currently covers 685 acres of the Aquabella Specific Plan. This proposal would be the First Amendment to the Agreement.

DISCUSSION

Planning Area 2 is a 13.2-acre site at the northeast corner of Cactus Avenue and Lasselle Street (the "Site"). The Aquabella Specific Plan permits the development of up to 220 non-senior multi-family units on the Site. If approved, the Site would no longer be covered by the Agreement and not be subject to its requirements nor benefit from its provisions. Any impacts related to the development of the Site would be conditioned as part of a future application submitted to the City. The site would continue to be a part of the Specific Plan. The site would continue to be a part of the Specific Plan. Exhibit A of the Amendment provides a legal description and plat map for both the Site and the remainder area covered by the Agreement.

All existing requirements of the Agreement remain in effect for remainder area. The Phasing Plan (Exhibit B) of the Amendment has been revised to ensure coverage of all requirements in the remaining five phases of the Aquabella project (the Site was Phase 6).

The proposal would be exempt from the California Environmental Quality Act as the Amendment would not result in substantial changes to the Agreement necessitating additional environmental review. No additional land disturbance would be permitted for the site by approval of the proposal.

As a legislative decision, the proposal requires final review and action by the City Council.

ALTERNATIVES

1. Approve the proposed Amendment as recommended by the Planning Commission.
2. Approve the proposed Amendment with modifications to address City Council concerns.
3. Refer the proposed Amendment back to the Planning Commission with direction for further review and recommendation.
4. Deny the proposed Amendment.

FISCAL IMPACT

Not applicable.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper on May 25, 2011.

ATTACHMENTS/EXHIBITS

1. Proposed Ordinance.
2. Proposed Amendment with Attachments.
3. Planning Commission Minutes.
4. Public Hearing Notice.

Prepared By:
John C. Terell AICP
Planning Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107791

ORDINANCE NO. 825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The First Amendment to the Aquabella Development Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the public hearing regarding the First Amendment on June 14, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed First Amendment is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: The First Amendment does not remove any responsibilities of the developer identified in the Development Agreement, nor does it change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

2. **The proposed First Amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

   FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

ATTACHMENT 1

3. **The proposed First Amendment will not be detrimental to the public health, safety or general welfare.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

4. **The proposed First Amendment is in conformity with public convenience, general welfare and good land use practice.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not

cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the First Amendment to the Aquabella Development Agreement attached hereto as Exhibit A, and does hereby authorize the Mayor to sign the First Amendment on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Clerk
P.O. Box 88005
Moreno Valley, California 92552-0805

FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006

June xx, 2011

ATTACHMENT 2

1032/027722-0008
1143494.08 a05/19/11

THIS FIRST AMENDMENT TO THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006 ("Amendment") is made and entered into this __th day of June 2011 (the "Effective Date"), by and between (i) the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and (ii) MORENO VALLEY PROPERTIES, LP, a Delaware limited partnership (the "Master Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Master Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted Section 65864 *et seq.* of the California Government Code, which authorizes a city to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development. To implement the above-described State laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements. Both Government Code Section 65864 *et seq.* and Section 9.02.100 of the Moreno Valley Municipal Code authorize the amendment and modification of such development agreements from time to time at the mutual discretion of the parties.

B. On January 12, 2006, the Parties executed that certain Development Agreement By and Between the City of Moreno Valley and Moreno Valley Properties, LP, Relative to the Development Known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006 ("Agreement"). The Agreement pertains to a development project known as "Aquabella."

C. In the absence of this Amendment, the Agreement applies to real property comprised of approximately six hundred eighty-five (685) acres which is previously described in the property description attached to the Agreement as Exhibit "A."

D. Pursuant to this Amendment, Master Developer and the City desire to remove approximately 13.2 gross acres, representing less than two percent (2%) of the Project area from the coverage of the Agreement ("Removed Property"). The Removed Property was always planned to be developed independently from the Aquabella active adult community as a non-age restricted development. The Removed Property is located at the northeast corner of Cactus Avenue and Lasselle Street in the City as set forth in the Depiction attached hereto as Exhibit "A-2b." A legal description of the Removed Property is set forth in Exhibit "A-2."

E. The Agreement and the Project governed by the Agreement envisioned the development of approximately 2,702 age-restricted units in a gated community with common amenities to be maintained by one or more Homeowners' Association ("Age-Restricted Project").

The Project, as originally approved, also included the development of the Removed Property in what was defined, in the Aquabella Specific Plan, as Planning Area 2. The Removed Property and Planning Area 2 were envisioned to be developed with approximately 220 attached rental units or for sale condominiums that were not age-restricted and were therefore not to be part of the Age-Restricted Project.

F. The State of California and the City have been faced with a severe economic crisis, which has negatively impacted the pace and timing of residential development. In light of these economic conditions, the sequencing of phasing originally contemplated may have to be rescheduled so it is responsive to present market conditions. It is possible that development of the Removed Property as 220 attached, non-age restricted rental units or for sale condominiums may occur at an earlier time period than development of the remaining Age-Restricted Project.

G. Excising the Removed Property from the coverage of the Agreement would increase the likelihood that non-age-restricted rental units or for sale condominiums could be developed more quickly than what would occur if the Removed Property were not excised from the Agreement.

H. On February 23, 1999, the City adopted Resolution No. 99-13, certifying a Final Environmental Impact Report, including findings and a statement of overriding considerations and imposing mitigation measures for the Project ("FEIR"). On May 27, 2003, the City adopted Resolution No. 2003-38 certifying a Supplemental EIR for the Project ("SEIR"). Thereafter, on November 22, 2005, the City adopted Resolution No. 2004-12 approving an Addendum to the FEIR and SEIR for the Project. The record of proceedings for all of the aforementioned City actions are expressly incorporated herein by reference as if set forth in full.

I. On August 23, 2008, the City approved Tentative Tract Map No. 34950 for financing purposes. On April 15, 2011 Tract No. 34950-1 was recorded creating a separate legal parcel for the removed property.

J. On _____, 2011, the City made all of the findings and determinations relating to this Amendment which are required by Municipal Code section 9.02.110 and introduced Ordinance No. ___ for first reading. Thereafter, Ordinance No. ___ was approved on ____, 2011 thereby approving this Amendment.

K. The City finds the approval of this Amendment will not result in substantial changes to the Project within the meaning of the California Environmental Quality Act ("CEQA") (Pub. Res. Code sections 21000 *et seq.*) and its implementing Guidelines including, but not limited to, Guideline 15162. The Removed Property will continue to be governed by Specific Plan 218 and the City's General Plan, and the Removed Property will continue to be permitted to be developed with approximately 220 non-age-restricted, rental residential dwelling units or for sale condominiums. No change in land use designations is permitted or contemplated by this Amendment. Further, this Amendment ensures the infrastructure improvements identified in the attached revised Circulation Phasing Improvement Program set forth in the Agreement as Exhibit "B" ("Circulation Program") will be constructed by re-affirming: (i) the Master Developer's obligation to construct the improvements set forth in the Circulation Program and (ii) the City's legal right to impose reasonable off-site and fair share improvement requirements on the

Removed Property when a specific development proposal for the Removed Property is filed with and processed by the City. Once the Amendment is approved, the Removed Property can be processed independently from the rest of the Project and vice-versa. Therefore, pursuant to CEQA Guideline section 15162, the City finds that executing this Amendment does not result in any substantial changes to the original Project.

L. The City Council finds that execution of this Amendment as set forth herein by the Parties: (i) is in the best interest of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide an active adult community; (v) will encourage the development of the project while providing a reasonable level of certainty to the private developer; (vi) will encourage the development of rental or for sale residential dwelling units within the City; and (vii) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above recitals, all which are expressly incorporated into this Amendment, and the mutual promises and obligations of the Parties set forth herein, the Parties agree to this Amendment as follows:

AMENDMENT TO AGREEMENT

1. Section 1 of the Agreement is hereby amended as follows with new Section 1.23 set forth below, replacing Section 1.23 in the Agreement:

> 1.23 "Project" means the development of the Property contemplated by the SPA and implemented through PADIPs as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to ~~six hundred eighty-five (685)~~ approximately six hundred seventy one point eight (671.8) acres of the seven hundred sixty (760) acres comprising the Specific Plan area. The ~~685~~ approximate 671.8 acres will be developed as a gated age-restricted community with common amenities to be maintained by one of more Homeowner's Association(s). The Project contemplates a maximum of two thousand seven hundred and two (2702) ~~two thousand nine hundred twenty-two (2922)~~ dwelling units and other uses as defined in the Project Approvals. ~~, with the exception of two hundred (220) dwelling units (specifically identified in the SPA) that may or may not be age-restricted.~~

2. Section 1 of the Agreement is hereby amended as follows with new Section 1.25 set forth below, along with new Exhibit "A-1" and Exhibit "A-1b" replacing the Section 1.25 set forth in the Agreement:

> 1.25 "Property" means the real property described on Exhibit "A-1" to this Amendment and depicted on Exhibit "A-1b" of this Amendment and made a part herein by reference.

3. Section 6 of the Agreement is hereby amended as follows with new Section 6 set forth below, replacing the Section 6 set forth in the Agreement:

6.2 Construction of Public Street and Traffic Signal Improvements – Circulation and Phasing Improvement Program. While the timing of the phasing has been changed by market forces, to the extent the Project proceeds, Master Developer agrees to construct all required public street and traffic signal improvements in accordance with the Circulation Program set forth in the Agreement. When the development of the Removed Property for the anticipated 220-unit rental or for sale condominium project is proposed, the City retains the legal right to analyze any specific traffic or other environmental impacts of any proposed development for the Removed Property and the City may condition the Removed Property to construct any improvements set forth in the Circulation Program and/or to construct or pay fair share amounts towards any other additional and necessary improvements identified in a separate traffic study prepared to analyze any impacts of any proposed development of the Removed Property. Pursuant to State law, City retains the right to impose mitigation on the Removed Property to the extent future environmental analysis discloses previously undisclosed impacts.

4. Section 12 of the Agreement is hereby amended as follows with the insertion of new section 12.3:

12.3 Termination of Agreement With Respect to the Removed Property. The Agreement is terminated with respect to the Removed Property. The Parties shall execute and record the Acknowledgement of Termination set forth as Exhibit "C" within thirty (30) calendar days following the execution and recordation of this Amendment.

5. All other provisions of the Agreement not amended by this Amendment shall remain in force and in effect with respect to the Property (and not the Removed Property) and unaltered by this Amendment.

"MASTER DEVELOPER"	"CITY"
MORENO VALLEY PROPERTIES, LLC,	CITY OF MORENO VALLEY,
a California limited liability company	a municipal corporation
By:_____	By:_____
Iddo Benzeevi, President	Richard A. Stewart, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Exhibit "A-2b"

Depiction of Removed Property

EXHIBIT "A–2b"

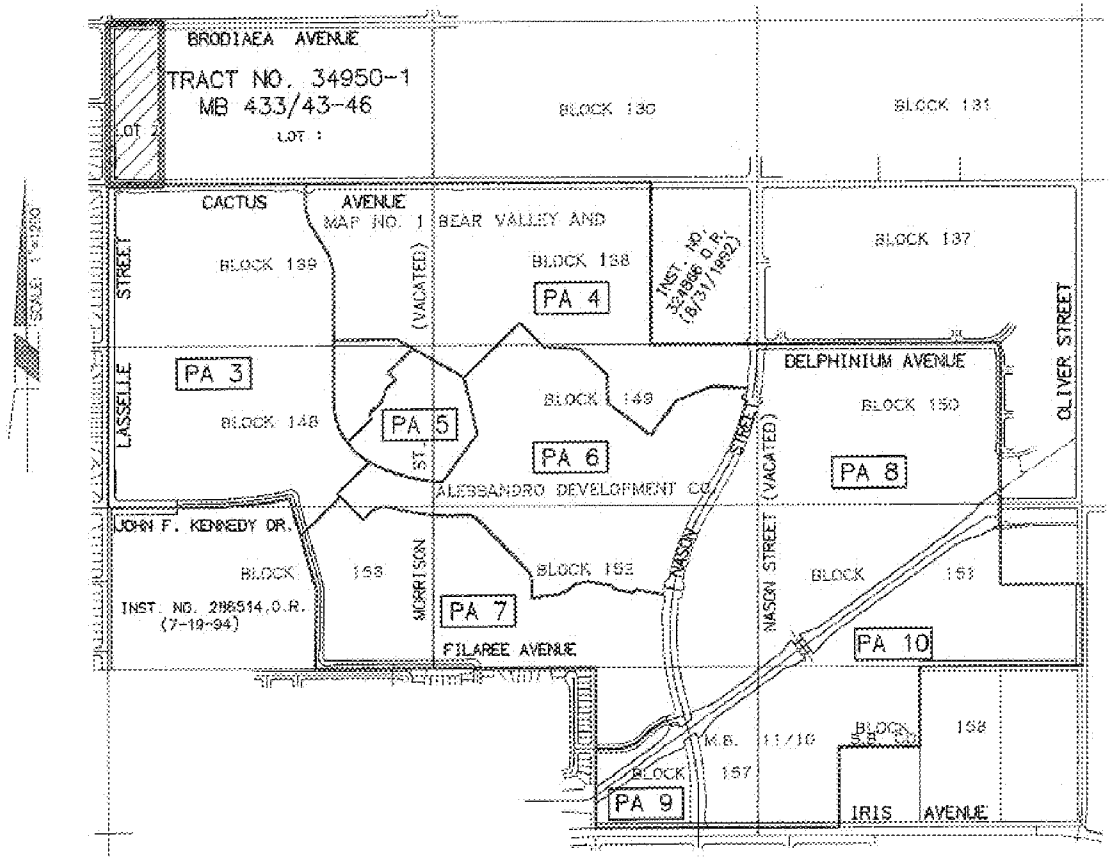

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M1	RBF CONSULTING PLANNING • DESIGN • CONSTRUCTION 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

Exhibit "A-2"

Legal Description of the Area to be Removed from the Aquabella Development Agreement

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10-107827-M1

EXHIBIT "A-2"

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being Lot 2 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-2b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

H:\data\10107827\legals\7827lgl001.doc

Exhibit "A-1"

Legal Description of Property Covered by the Agreement

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10107827-M2

EXHIBIT "A-1"

MODIFIED AREA - AQUABELLA DEVELOPMENT AGREEMENT

Those certain parcels of land situated in the City of Moreno Valley, County of Riverside, State of California, being all of Blocks 138, 139, 148, 149, 152 and 153 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California (located within Sections 15, 16, 21 and 22, Township 3 South, Range 3 West, San Bernardino Meridian).

ALSO Lot 2 through 7, inclusive, of Block 150; Lots 2 through 8, inclusive of Block 151; Lots 1, 2, 7 and 8 of Block 157; and Lots 3, 4 and 5 of Block 158; as shown on said Map No. 1 of the Bear Valley and Alessandro Development Company.

ALSO Lot 1 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California

TOGETHER with those portions of the Streets and Avenues vacated by Resolution of the Board of Supervisors of the County of Riverside, a Certified Copy of which was recorded on August 11, 1966 as Instrument No. 81996, of Official Records of said Riverside County, which would pass with a conveyance of said land.

EXCEPTING from Block 138 those portions described in the deed to the County of Riverside, recorded August 31, 1992 as Instrument No. 324866 of Official Records of said Riverside County.

ALSO EXCEPTING from Block 148 and Block 153 those portions described in the deed to the Moreno Valley Unified School District recorded July 19, 1994 as Instrument No. 286514 of Official Records of said Riverside County.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-1b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

H:\udata\10107827\legals\7827lgl003.doc

1032/027722-0008
1143494.08 a05/19/11

Exhibit "A-1b"

Depiction of the Property Covered by the Agreement

EXHIBIT "A-1b"

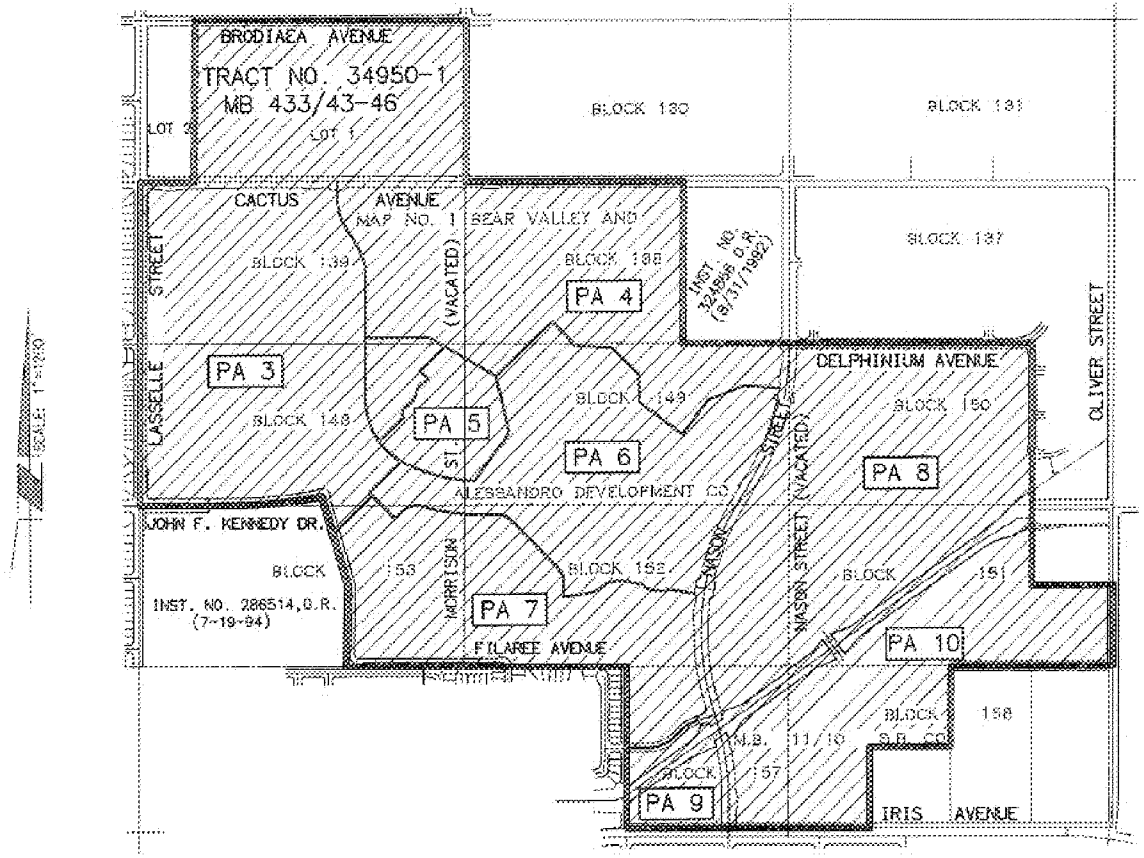

MODIFIED AREA AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M2	RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION 40880 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

EXHIBIT "B" – (6 Pages)

AquaBella – Circulation Phasing Improvement Program

Phasing Summary

Phase	Type	Quantity	Units	Construction	Occupancy
1	**Active Adult (+55) Housing** Detached Attached	 **351** **234**	 **DU** **DU**	**July 06 – Jan 08**	**Jan 07 – Feb 08**
2	**Active Adult (+55) Housing** Detached Attached	 **289** **193**	 **DU** **DU**	**July 07 – July 08**	**Jan 08 – Aug 08**
3	**Active Adult (+55) Housing** Detached Attached	 **301** **201**	 **DU** **DU**	**Feb 08 – Mar 08**	**Aug 08 – Apr 09**
4	**Active Adult (+55) Housing** Detached Attached	 **460** **306**	 **DU** **DU**	**Sept 08 – Feb 10**	**Mar 09 – Mar 10**
5	**Active Adult (+55) Housing** Detached Attached	 **220** **147**	 **DU** **DU**	**Aug 09 – Aug 10**	**Feb 10 – Oct 10**
5	**Hotel**	**300**	**Room**	**Mar 11 – Apr 12**	**----------**

Phasing Improvement Details

Location	Direction	Improvement	Phase	Footnotes
Nason St from Iris to Delphinium	NB / SB	Widen to half-width (1 lane per direction)	Phase 1	
Nason Street at Iris Avenue	I	Install traffic signal	Phase 1	
Nason Street at Iris Avenue	SB	Construct dual right-turn lane	Phase 1	
Nason Street at Iris Avenue	EB	Construct one ADDITIONAL left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one right turn lane	Phase 1	
Nason Street at Dracaea Avenue	I	Install traffic signal	Phase 1	
Lasselle Street at Margaret Avenue	I	Install traffic signal	Phase 1	
Nason Street at Fir Avenue	I	Install traffic signal	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Fir Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 1	
Nason Street at Fir Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW) including dual left-turn lane	Phase 1	
Nason Street at Fir Avenue	EB	Construct one left turn lane.	Phase 1	
Nason Street at Fir Avenue	WB	Construct one left turn lane	Phase 1	
Lasselle Street at Delphinium Avenue	I	Install traffic signal	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Eucalyptus Avenue	I	Modify Traffic Signal	Phase 2	
Nason Street at Eucalyptus Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Re-stripe lane configuration	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Construct one through lane	Phase 2	
Nason Street at Eucalyptus Avenue	WB	Construct one left turn lane	Phase 2	
Delphinium Avenue		Traffic Calming on Delphinium	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Construct one additional left turn lane (Including traffic signal modification to implement Split-Phase Signal Timing)	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Re-stripe lane configuration	Phase 2	
Lasselle Street at Gentian Avenue		Re-striping lane configuration / Signal Modification	Phase 2	
Clubhouse Drive at Cactus Avenue	I	Install traffic signal	Phase 2	
Clubhouse Drive at Cactus Avenue	NB	Construct one left turn lane	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Clubhouse Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 2	
Clubhouse Drive at Cactus Avenue	SB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 2	
Clubhouse Drive at Cactus Avenue	EB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	WB	Construct one left turn lane	Phase 2	
Cactus Ave from Lasselle to Nason	EB / WB	Widen to half-width (1 lane per direction)	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Nason St from Cottonwood to Dracaea	NB	Construct 1 NB lane	Phase 3	
Nason Street at Cottonwood Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Delphinium Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Cactus Avenue	I	Modify traffic signal	Phase 3	
Nason St from Delphinium to Cactus	SB	Construct 1 SB lane	Phase 3	
Nason St from Brodiaea to Alessandro	SB	Construct 1 SB lane	Phase 3	
Nason St from Alessandro to Cottonwood	NB / SB	Construct 1 lane per direction	Phase 3	
Cactus Ave from Nason to Oliver	WB	Construct 1 WB lane	Phase 3	

Location	Direction	Improvement	Phase	Footnotes

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Clubhouse Drive	I	Install traffic signal	Phase 4	
Nason Street at Clubhouse Drive	NB	Construct one left turn lane	Phase 4	
Nason Street at Clubhouse Drive	SB	Construct one left turn lane	Phase 4	
Nason St from Iris to Delphinium	NB / SB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Cactus Ave from Lasselle to Nason	EB / WB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Oliver St, project frontage	NB / SB	Widen to ultimate width	Phase 4	700' Project frontage only btw J.F.K and Iris

Location	Direction	Improvement	Phase	Footnotes
Morrison St from Brodiaea to Cactus	NB / SB	Construct half-ultimate plus 12 feet	Phase 5	
Morrison Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Morrison Street at Cactus Avenue	I	Install traffic signal	Phase 5	
Oliver Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	
Oliver Street at Cactus Avenue	SB	Widen Oliver to ultimate width (ROW) w/ signing & striping	Phase 5	
Oliver Street at Iris Avenue	I	Modify traffic signal	Phase 5	
Oliver Street at Iris Avenue	SB	Construct one right turn lane	Phase 5	
Iris Ave from Lasselle to Camino Flores		Modification of Iris Median ($70 per LF)	Phase 5	
Iris Avenue		Coordination of traffic signals on Iris ($3500 per intersection)	Phase 5	
Lasselle Street		Coordination of traffic signals on Lasselle ($3500 per intersection)	Phase 5	
Lasselle Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	NB	Construct one FREE right-turn lane	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	EB	Re-stripe lane configuration	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	WB	Construct one additional left turn lane	Phase 5	Or concurrent with City Project

Lasselle Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Brodiaea Ave from Lasselle to Morrison	EB / WB	Construct half ultimate plus 12 feet (include power poles)	Phase 5	
Cactus Avenue at Apartment Access	I	Construct raised median to restrict left-turn in/out movements from apartment access	Phase 5	
Lasselle Street at Apartment Access	I	Construct raised median to restrict left-turn out movement from apartment access	Phase 5	
Nason Street at Bay Avenue	I	Install traffic signal	Phase 5	
Nason Street at Bay Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 5	
Nason Street at Bay Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 5	
Nason Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Moreno Beach Drive at Cactus Avenue	I	Modify traffic signal	Phase 5	
Moreno Beach Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	EB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Re-stripe shared left-through turn lane	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Construct one through lane	Phase 5	
Moreno Beach Drive at Cactus Avenue	WB	Construct one shared through-right turn lane.	Phase 5	
Moreno Beach Drive at John F. Kennedy Drive	I	Modify traffic signal	Phase 5	
Moreno Beach Drive at John F. Kennedy Drive	WB	Widening & re-striping & signing for additional left-turn lane	Phase 5	
Cactus Avenue		Coordination of traffic signals on Cactus ($3500 per intersection)	Phase 5	

Location	Direction	Improvement	Phase	Footnotes		
Nason St at SR-60 WB Ramps / Elder Ave	I	Participate in interchange improvements through payment of TUMF program fees	All			
Nason St at SR-60 EB Ramps	I	Participate in interchange improvements through payment of TUMF program fees	All			

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END OF EXHIBIT “B”

Exhibit "C"

Acknowledgement of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Clerk
P.O. Box 88005
Moreno Valley, California 92552-0805

ACKNOWLEDGMENT OF TERMINATION OF DEVELOPMENT AGREEMENT WITH RESPECT TO SPECIFIED PROPERTY BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP, RELATIVE TO THE DEVELOPMENT KNOWN AS SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO DATED JANUARY 12, 2006

Month, Day, 2011

ACKNOWLEDGEMENT OF TERMINATION OF DEVELOPMENT AGREEMENT WITH RESPECT TO SPECIFIED PROPERTY KNOWN AS PLANNING AREA TWO IN THE AQUABELLA SPECIFIC PLAN

RECITALS

A. On _____, 2011, the City of Moreno Valley ("City") and Moreno Valley Properties, LP ("Master Developer") executed a First Amendment to that Certain Development Agreement By and Between the City of Moreno Valley and Moreno Valley Properties, LP relative to the development known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006. The development is commonly referred to as "Aquabella."

B. The Amendment had the effect of removing approximately 13.2 gross acres representing less than two percent (2%) of the Project area from the coverage of the Agreement as described in the Amendment (defined as the "Removed Property"). The Removed Property is located at the northeast corner of Cactus Avenue and Lasselle Street in the City as set forth in the depiction set forth as Exhibit "A-2b" attached hereto. In the Aquabella Specific Plan, the Removed Property is described as Planning Area 2. A legal description of the Removed Property is set forth as Exhibit "A-2" attached hereto.

C. Pursuant to Section 3 of the Amendment, the Parties are required to execute and record this Acknowledgment of Termination within 30 calendar days following execution and recordation of the Amendment.

NOW, THEREFORE, in consideration of the above Recitals, and the Recitals set forth in the Amendment, all which are expressly incorporated into this Acknowledgement of Termination, the Parties agree as follows:

ACKNOWLEDGMENT OF TERMINATION

1. Termination of Agreement With Respect to the Removed Property. The Parties hereby acknowledge that the Development Agreement entered into by and between the City of Moreno Valley and Moreno Valley Properties, LP, Relative to the Development Known as Specific Plan Number 218 and Amendments Thereto dated January 12, 2006 is hereby terminated with respect to the Removed Property described in Exhibit "A-2." Following the execution of the Amendment, the Agreement applies to that land legally described in Exhibit "A-1" and depicted in Exhibit "A-1b."

2. Construction of Public Street and Traffic Signal Improvements -- Circulation and Phasing Improvement Program. Notwithstanding the termination of the Agreement with respect to the Removed Property, it is hereby acknowledged and agreed while the timing of the phasing has been changed by market forces, to the extent the Project proceeds, Master Developer agrees to construct all required public street and traffic signal improvements in accordance with the Circulation Program set forth in the Agreement as amended by the Amendment. When a future development plant for the Removed Property is submitted for the anticipated 220-unit rental or for sale condominium project, the City retains the legal right to analyze any specific traffic impacts of any proposed development for the Removed Property and the City may condition the

Removed Property to construct any improvements set forth in the Circulation Program and/or to construct or pay fair share amounts towards any other additional and necessary improvements identified in a separate traffic study prepared to analyze any impacts of any proposed development of the Removed Property. The Removed Property can be processed independently from the rest of the Project and vice-versa.

"MASTER DEVELOPER"

MORENO VALLEY PROPERTIES, LLC,
a California limited liability company

By:_____
Iddo Benzeevi, President

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By:_____
Richard A. Stewart, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A-2b"

Depiction of the Removed Property

EXHIBIT "A–2b"

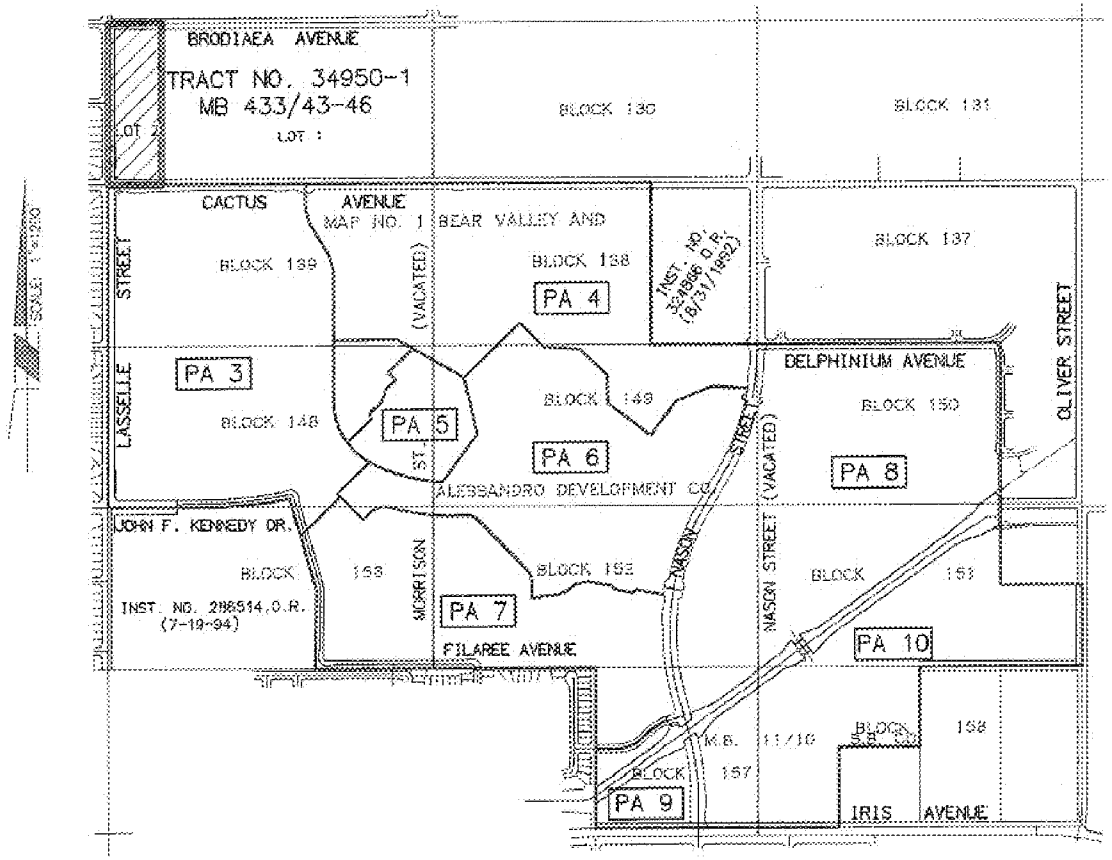

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M1	RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION — 40810 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

Exhibit "A-2"

Legal Description of the Removed Property

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10-107827-M1

EXHIBIT "A-2"

AREA TO BE REMOVED FROM AQUABELLA DEVELOPMENT AGREEMENT

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being Lot 2 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-2b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

1 of 1

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1032/027722-0008
1143494.08 a05/19/11

Exhibit "A-1"

Legal Description of Property Covered by the Agreement

RBF CONSULTING
40810 County Center Drive, Suite 100
Temecula, CA 92591

April 28, 2011
JN 10107827-M2

EXHIBIT "A-1"

MODIFIED AREA - AQUABELLA DEVELOPMENT AGREEMENT

Those certain parcels of land situated in the City of Moreno Valley, County of Riverside, State of California, being all of Blocks 138, 139, 148, 149, 152 and 153 of Map No. 1 of the Bear Valley and Alessandro Development Company filed in Book 11, Page 10 of Maps in the Office of the County Recorder of the County of San Bernardino, State of California (located within Sections 15, 16, 21 and 22, Township 3 South, Range 3 West, San Bernardino Meridian).

ALSO Lot 2 through 7, inclusive, of Block 150; Lots 2 through 8, inclusive of Block 151; Lots 1, 2, 7 and 8 of Block 157; and Lots 3, 4 and 5 of Block 158; as shown on said Map No. 1 of the Bear Valley and Alessandro Development Company.

ALSO Lot 1 of Tract No. 34950-1 as shown on the map recorded in Book 433, Pages 43 through 46, inclusive of Maps in the Office of the County Recorder of said Riverside County, California

TOGETHER with those portions of the Streets and Avenues vacated by Resolution of the Board of Supervisors of the County of Riverside, a Certified Copy of which was recorded on August 11, 1966 as Instrument No. 81996, of Official Records of said Riverside County, which would pass with a conveyance of said land.

EXCEPTING from Block 138 those portions described in the deed to the County of Riverside, recorded August 31, 1992 as Instrument No. 324866 of Official Records of said Riverside County.

ALSO EXCEPTING from Block 148 and Block 153 those portions described in the deed to the Moreno Valley Unified School District recorded July 19, 1994 as Instrument No. 286514 of Official Records of said Riverside County.

SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "A-1b" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

04/28/2011

Thomas E. Verloop, PLS 5348 Date
My license expires 12/31/11

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
L.S. 5348
Exp. 12/31/11
STATE OF CALIFORNIA

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1032/027722-0008
1143494.08 a05/19/11

Exhibit "A-1b"

Depiction of the Property Covered by the Agreement

EXHIBIT "A-1b"

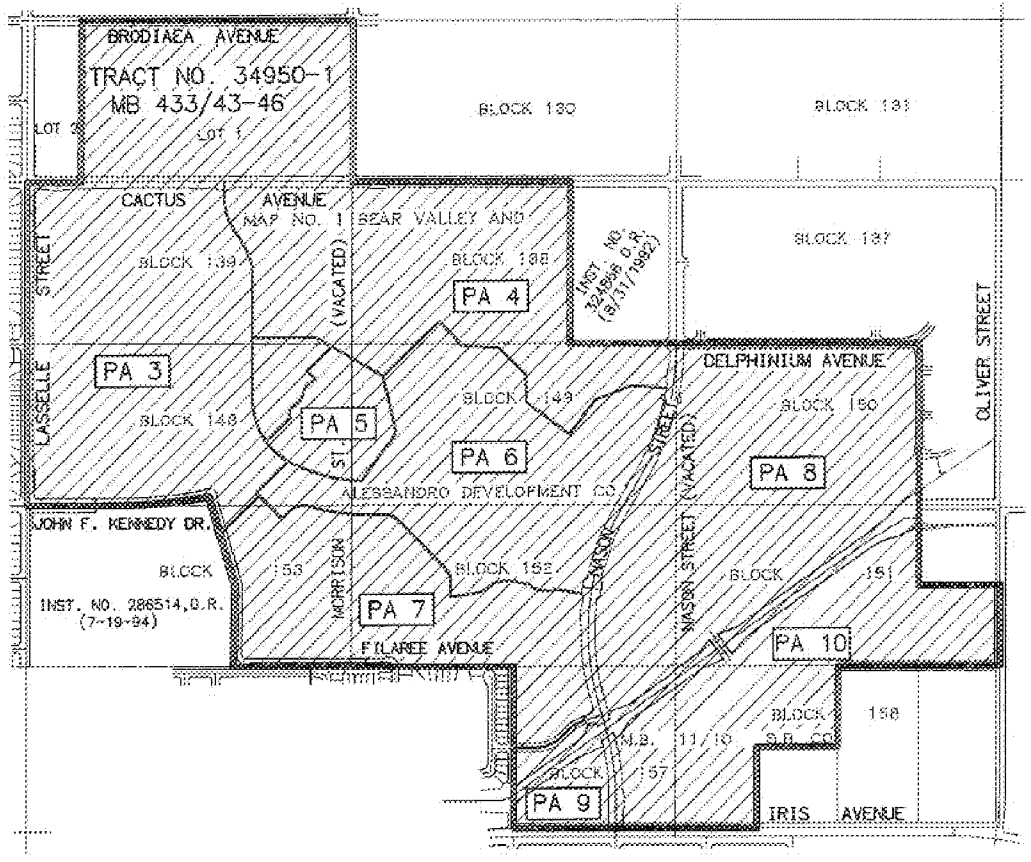

MODIFIED AREA AQUABELLA DEVELOPMENT AGREEMENT	DATE 04/28/2011	SCALE 1"=1200'	SHEET 1 OF 1 JOB NO. 10107827-M2	RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION 40880 COUNTY CENTER DRIVE, SUITE 100 TEMECULA, CALIFORNIA 92591-6022 951.676.8042 • FAX 951.676.7240 • www.RBF.com

Item No. E.1

MV00107828

1032/027722-0008
1143494.08 a05/19/11

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MV00107829

2. Case Number: P11-029
Amendment to Aquabella Development Agreement

Case Planner: John Terell, AICP

VICE CHAIR BAKER – Mr. John Terrell will handle this item for us.

PLANNING OFFICIAL TERELL – Yes this item is the first amendment to the Aquabella Development Agreement. The Development Agreement was adopted at the same time as the approval of the Aquabella Specific Plan which is roughly located south of Alessandro, north of Iris, east of Lasselle and generally west of Nason and the Development Agreement is something that is permitted under State Law to allow a developer to get long term protection on the zoning and the entitlements that they receive in exchange for agreeing to do certain things and in this particular Development Agreement there is an extensive list of capital improvements that are required as part of this Development Agreement as well as the quality of the development, which is identified in the Specific Plan as well as in the Development Agreement. The Development Agreement specifically requires the construction of a clubhouse that has a minimum value of 25 million dollars. The other was a payment that was already made which was a one million dollar payment that was made to support the extension of lines; not to this property but in the service area of the Moreno Valley Utilities. The first amendment is quite simple. The applicant has requested to remove the parcel at the northeast corner of Cactus and Lasselle. That particular parcel is the only parcel in the Aquabella project that is not age restricted. It is a non-senior parcel and so they are requesting to remove from the benefits and the responsibilities of the Development Agreement I believe so they can sell that to some third party. The list of improvements that are required under the Development Agreement are not changing. They still stay the same. They are actually moved up in priority to the next higher phase because this particular parcel was phase 6 and now there will only be 5 phases. Your action would be a recommendation. Final action will occur by the City Council. The project was noticed in the newspaper, sent to all property owners within 300 feet of the project and that was not just the corner of Lasselle and Cactus, it was the entire Aquabella Specific Plan and it was also noticed on the property. I did receive four phone calls regarding the project. Generally they were interested to know what was going to be developed on the site and it is very important to note that there is no development application for this site. That would be a separate future application that would require its own public hearing before the Planning Commission. So with that I will close my remarks and be open for questions.

VICE CHAIR BAKER – Alright, thank you John. Do any of the Commissioners have questions of John Terell on this item?

ATTACHMENT 3

COMMISSIONER OWINGS – I do. I am sure I'm going to have more questions as we go into this and as other Commissioners delve into it, but you say the Development Agreement was signed when and what is the length or the term of the Development Agreement?

PLANNING OFFICIAL TERELL – The Development Agreement was approved January 12, 2006 and it has an initial term of 15 years with two 5 year extensions possible, so it is in effect for some time and then there is certain performance that has to occur to extend it beyond that term.

COMMISSIONER OWINGS – So were any of the improvements that you mentioned like the clubhouse or anything, were they to be located on this parcel.

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – So this parcel was originally in the Development Agreement solely just a residential non-age restricted residential area?

PLANNING OFFICIAL TERELL – That's correct. There are certain improvements that are in the Development Agreement that are still required in the Development Agreement that would obviously be the frontage along Lasselle and Cactus. If this property is developed separately in advance of the rest of the Aquabella Project, then that project will most likely be responsible for those improvements because they are immediately adjacent to the site, but if they do not occur, then if this site is not developed for many years then the Aquabella Project would be required to do it based on the phase.

COMMISSIONER OWINGS – When you say most likely, that leads me to believe that there is a possibility they may not.

PLANNING OFFICIAL TERELL – The only reason they may not is if the City should choose to develop those improvements and therefore there would be a reduction in the benefits accruing to the project or most likely what would happen…

COMMISSIONER OWINGS – In which case… not to interrupt you, but I suffer early onset Alzheimer's, so I may forget, but in that particular case that the City does those, what remedy does the City have with the developer to kind of equal the scale here. If he is doing less, the City is doing more, how he compensates the City for that

PLANNING OFFICIAL TERELL – The Development Agreement requires the improvements provided by the development to exceed the amount of the credits they are receiving, so that's the balance sheet.

COMMISSIONER OWINGS – So that could be determined at a later time?

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - And what assurance does anyone have that that will happen?

PLANNING OFFICIAL TERELL – It's required by the agreement. I mean that's all I can say. It is a contractual agreement.

COMMISSIONER OWINGS – And you were going to go onto a second one and we'll see if your memory is better than mine.

PLANNING OFFICIAL TERELL – Oh well I was going to say most likely what will occur is this property will be developed in advance of phase 5 of Aquabella, which is really the last phase in Aquabella, which is a very large phase and therefore the improvements will most likely be constructed by the developer of this parcel.

COMMISSIONER OWINGS – In the master agreement, those developments; when are they required in which phase.

PLANNING OFFICIAL TERELL - They are required in phase… In the existing agreement it is Phase 6, but since this property is Phase 6, all those improvements were moved up to Phase 5.

COMMISSIONER OWINGS – Isn't that sort of unusual that development would have all of those improvements after the whole project is complete

PLANNING OFFICIAL TERELL – Well there are five phases and as each phase occurs there is more impact both onsite as well as offsite and that is why its phased so as the impacts occur, the improvements are required rather than requiring all the improvements up front, even before any of the impacts occur.

COMMISSIONER OWINGS – And that's normal?

PLANNING OFFICIAL TERELL – That is normal; yes

COMMISSIONER OWINGS – Okay, then what does the removal of this property…well first of all let me ask you, originally in the master plan, why was this property not designated with an age restriction. There must have been some logic for the marketing of this plan. Why was it not consistent with the bigger portion of the project?

PLANNING OFFICIAL TERELL – Well at time there was recognition that this property is close to the County Hospital, which is the largest employer in the City of Moreno Valley and there is no multi-family housing in close proximity or multi-family zoning at that time and therefore this was included as a recognition that at

least one site on this property that was near the hospital would have the potential to provide workforce housing for the hospital.

COMMISSIONER OWINGS – So is this workforce housing still required? I mean is there a need for that still? I know this was done in 2006, so since 2006 has that requirement for work related housing for the hospital workers, has that been filled by someone else.

PLANNING OFFICIAL TERELL – It has not

COMMISSIONER OWINGS – So there would still the need. Are there other areas of property in this area that could fulfill that need?

PLANNING OFFICIAL TERELL – Well as part of the recently adopted Housing Element for the City, there are a certain number of multi-family housing units that are required in the City. A large portion of those that are identified in the Housing Element involve rezoning property to R30, which is 30 units per acre. That is a new zone that is required by the State and one of the areas that was identified was the area immediately north and west of the hospital and north of this property and should all that rezoning occur this property may or may not be needed to meet those requirements.

COMMISSIONER OWINGS – So let me ask you a question. If we were to approve this tonight, is there any assurance that it would still be designated… I mean if someone wanted to do medical offices there instead of residences for workers, it is conceivable it would come back to the Planning Commission and we would probably in some later future date be asked to change the zoning of it from its current zoning to something that would allow medical offices or something of that nature, so there is no assurance then that that specific housing need that was identified when this plan was put together would be met if we make this change tonight.

PLANNING OFFICIAL TERELL – The change tonight doesn't affect the land use on this property. The land use was established by the Specific Plan.

COMMISSIONER OWINGS – But if you take it out of the master plan then it could be changed. It cannot be changed if it stays in the master plan. Am I correct?

PLANNING OFFICIAL TERELL – Maybe it's the terminology… the Specific Plan is the land use plan and…

COMMISSIONER OWINGS – Not the Master Plan, I mean the Development Agreement

PLANNING OFFICIAL TERELL – With the Development Agreement; the only change that taking it out of the Development Agreement because in a Development Agreement the land use can change, but it requires the concurrence of both the City and the property owner.

COMMISSIONER OWINGS – Which is only fair…?

PLANNING OFFICIAL TERELL – If it is outside the Development Agreement, the City could if it wanted to, change the land use without the concurrence of the developer.

COMMISSIONER OWINGS – So there could be a benefit to the City by taking it out?

PLANNING OFFICIAL TERELL – Well I'm not saying it is a benefit, but the City has more rights relative to the land use if it is outside of the Development Agreement than if it is in the Development Agreement; more flexibility

COMMISSIONER OWINGS – To allow some of the other Commissioners to question further, but could you finally just kind of persuade me or alleviate my fear here. It seems as though if I'm just a little tiny developer, it's my main occupation, but it would seem to me that someone in the City made this agreement with this developer to put that little chunk in there to do meet the need of the hospital, it wasn't probably his idea, it was probably the City's idea. Am I correct in that?

PLANNING OFFICIAL TERELL – It was a suggestion from not myself but from City Staff that it be included and the developer was amenable to that.

COMMISSIONER OWINGS – Right so he was amenable to it because he has this bigger project he wanted to do, but the need you guys saw back 2006 still exists and has not been met and so persuade me that that need could be met somewhere else so at least we have some feeling that it could be met somewhere else or you know some hope that it could down the line future met with some other parcel or other property.

PLANNING OFFICIAL TERELL – Well I'm not here to convince you one way or the other. I will tell you if someone came forward, either the City or the property owner and wanted to change that from multi-family housing to some other use, the Planning Commission and City Council would have to determine that other sites already existed to meet the housing needs of the City.

COMMISSIONER OWINGS – Not to be argumentative, I know you are not here to change my mind or persuade me, but you did recommend approval of this, so you are in a sense putting your stamp of approval on it. I think that the Staff does need to address that concern.

PLANNING OFFICIAL TERELL – I'm not quite sure what the concern is because… The concern is there is no land use change before tonight.

COMMISSIONER OWINGS – Well the concern is that the City Staff in 2006 say there was a need for this particular parcel to be used for the hospital workers and it now no longer sees that need?

PLANNING OFFICIAL TERELL – Again, the land use is not changing tonight and therefore the only action before the Commission is to recommend whether it is in or out of the Development Agreement

COMMISSIONER OWINGS – But if it is in the Development Plan it is pretty much assured it is going forward as it is. If it's not in this Development Agreement, there is a possibility that it might not. Am I correct?

PLANNING OFFICIAL TERELL – No, I'm sorry that's not correct. The Specific Plan which identifies the land use is not changing. All that is changing is it goes from being in a Development Agreement which means the property owner has to agree a change of land use.

COMMISSIONER OWINGS – John hypothetically, excuse me for cutting you off, cut you are just really not getting my point, so I've not made it clear. Hypothetically, if you take this out of this agreement, Mr. Benzeevi, the owner of this could come over to you one night and ask you to change the zoning to office or some sort of multiple use zoning; correct

PLANNING OFFICIAL TERELL – He could do that now

COMMISSIONER OWINGS – Even though it is in the Master Development Plan

PLANNING OFFICIAL TERELL – Correct because he is the property owner and the property owner always has; even under the Development Agreement, has the right to request a change in land use.

COMMISSIONER OWINGS – Would the City Planning Commission be the sole authority of that or would it have to go to the Council. I would assume this agreement would have to go to the Council wouldn't it if you change it?

PLANNING OFFICIAL TERELL – Yes, this agreement has to go to Council and any land use would have to go to Council as well.

COMMISSIONER OWINGS – Well thank you very much. I think really clarified it for me.

PLANNING OFFICIAL TERELL – I'm sorry if I didn't understand you clearly…

COMMISSIONER OWINGS – No, no, it's my fault. I wasn't communicating clearly.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – Okay so I'm still not clear. Maybe you can fill me in. So aside from little section of land there was there any other non-age restricted multiple family dwellings within the Development Agreement?

PLANNING OFFICIAL TERELL – No there are not

COMMISSIONER VAN NATTA – Okay, so conceivably by taking that out of the Development Agreement and selling it to somebody or even without selling it to somebody else, then the developer of Aquabella could go ahead and finish his complete development without having to worry about putting in the multi-family units that he had originally agreed to when he entered into this Development Agreement?

PLANNING OFFICIAL TERELL – They are not required to put in the multi-family housing but it is Phase 6. So the idea is to complete the Aquabella Development, this is one of the parcels that would be developed. If it is not developed then certain… within the Development Agreement if this parcel was not developed, certain responsibilities would not be required and certain benefits; meaning certain fee credits would not accrue to the developer, so this like most development agreements is performance based. If you do develop something you have certain responsibilities and certain benefits. If you don't develop, then you don't have certain responsibilities and you don't get certain benefits

COMMISSIONER VAN NATTA – Right, but as part of the original Development Agreement the whole project as a whole has a certain number of multi-family units in it, which if we take this part out then he no longer has the requirement when he develops it completely to put in the multiple family units.

COMMISSIONER VAN NATTA – He could complete the whole thing without building any multi-family units

PLANNING OFFICIAL TERELL – That are non age-restricted; yes

COMMISSIONER VAN NATTA – Non-age restricted multiple family units

PLANNING OFFICIAL TERELL – Yes and even under the current agreement, since this was the last phase, he theoretically could have developed everything else without developing this parcel.

COMMISSIONER VAN NATTA – Just leave an undeveloped parcel there that he couldn't…that if he were to develop it, it would have to be non-age restricted

multi-family unless there was an agreement between him and the City to change it to something else.

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER VAN NATTA – But now by taking it out and saying it is not part of the Master Development, and then he doesn't have to worry about that.

PLANNING OFFICIAL TERELL – Well, it's not part of the Development Agreement. It still is Highland Fairview's property and therefore to develop it, they have certain responsibilities. They don't necessarily have the same benefits as being in the agreement but and I'll kind of defer this to the Applicant Representative, but I'm assuming and the Applicant's Representative can confirm this, that they want to take this property out the Development Agreement to sell it to some third party and to make it more marketable to a third party that doesn't want to be responsible for the rest of Aquabella; they are separating it out so there are Aquabella's responsibilities and rights and then this property is free of those responsibilities. So it doesn't tie this property in with the development of the rest of Aquabella. It allows it to be separately developed by a third party.

COMMISSIONER VAN NATTA – I would like to hear more explanation about why they're doing it because it looks kind of strange to take that little corner out of a development that was originally planned to be a certain way and all cohesive and you know all flow together and everything like that and then you take a little chunk out of the corner which is the frontage on a fairly well travelled road; yes I'd like to hear a little more about that.

PLANNING OFFICIAL TERELL – I think the Applicant has to make that case for you.

COMMISSIONER VAN NATTA – Alright, thank you

VICE CHAIR BAKER – Okay are there are more questions of Staff before we have the Applicant come forward.

COMMISSIONER OWINGS – I was fairly certain I understood you to begin with. You told me that the major contribution by the developer to the City would not occur till phase 6.

PLANNING OFFICIAL TERELL – For this parcel

COMMISSIONER OWINGS – For this parcel… but the complete development, under the Master Agreement, which is just nothing but a contract between the City and the developer to do certain things; correct

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS – So when would… you said that on the developers part that contribution would be made at the completion of Phase 6. Did I misunderstand you?

PLANNING OFFICIAL TERELL – Possibly… this particular property is Phase 6 and there were certain requirements… there were certain improvements required in Phase 6 and those have now been moved up to Phase 5 and if under the current plan Development Agreement; if this parcel is not taken out of it, it's not required to do anything until Phase 6. Every phase has major improvements that are required and actually much larger than Phase 6.

COMMISSIONER OWINGS – So that's the part I misunderstood. I thought you were leading me to believe that Phase 6 was the larger portion. I couldn't figure out why they got to the end with… So could you please, if you know John and I know you may not, it's been a long time, but what were the developer's responsibilities at the completion of Phase 6?

PLANNING OFFICIAL TERELL – I couldn't point out exactly which ones, but in Phase 5 there is a very long list and several those are primarily relating to what is adjacent to this parcel were required in Phase 6. Phase 6 has a very short list. Most of the improvements were required well in advance of Phase 6. It was a short list. As I recall it was only three or four items.

COMMISSIONER OWINGS – Okay thank you John

VICE CHAIR BAKER – Okay is there anyone else?

COMMISSIONER CROTHERS – The phase 6 items that we're looking at right here or the Phase 5, does that include the ones that were from Phase 6?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER CROTHERS – Okay thank you

VICE CHAIR BAKER – Anyone else? Okay, we'll bring the Applicant forward and he can present… Mr. Wayne Peterson. Would you please state your name and address sir.

SPEAKER PETERSON – Sure, Wayne Peterson with Highland Fairview and we're located here in Moreno Valley. I'd be happy to address the Planning Commission on this and want to thank John for responding to many of those questions. It really is a very simple amendment. I can appreciate the Commission's questions because it is simpler than it may appear. The only change being proposed is to eliminate the small planning area from the Development Agreement. All of the obligations under the Development Agreement today remain with the Aquabella property without this piece, so all of

the obligations; all the street improvements; all the improvements within Aquabella are all still in place; nothing changes whatsoever in terms of the mitigations that are required; the public improvements; the private improvements; all those things are all still in the plan. The only thing that changes is the fact that this small piece of property is no longer protected by the Development Agreement. As John said, it essentially removes the guarantee that the Development Agreement provides, that the City cannot unilaterally change the zoning on that property. In this particular case and it's not for a potential sale; it is for a potential financing purpose that this particular piece is being removed from the agreement. There is no pending sale of the property, it is still owned by Highland Fairview and will continue to be owned Highland Fairview, so my goal would be to try to assure the Council or Commission I'm sorry, that the proposed amendment is in fact as simple as it sounds. It does not reduce in any way, shape or form any of the obligations that Highland Fairview agreed to back in 2006 and essentially its three items. I can point those out to you in the back of your package. At the end of Exhibit…

COMMISSIONER OWINGS – Maybe you could just give us the page number

SPEAKER PETERSON – It doesn't have pages in my copy of the Staff Report. If you go through the Staff Report… there is Attachment 3 is the draft of the first amendment to the agreement. If you go to the back of Attachment 3 there is spreadsheet that looks like this…

PLANNING OFFICIAL TERELL – Page 199 I believe

SPEAKER PETERSON – Oh your Staff Report is numbered and the copy I have isn't. It should be the last page of the spreadsheet that lists all of the improvements that are required in Aquabella

PLANNING OFFICIAL TERELL – So that would be 203

SPEAKER PETERSON – Okay, sorry

COMMISSIONER OWINGS – John I'm looking at page 203 and I don't see Phase 6

PLANNING OFFICIAL TERELL – Right, they are all in Phase 5 now

COMMISSIONER OWINGS – Okay, so which are the three that would have been in Phase 6?

SPEAKER PETERSON – The last three

COMMISSIONER OWINGS – The last three

SPEAKER PETERSON – Correct… the two on the last page refer to all phases.

COMMISSIONER VAN NATTA – So you are referring to modify the traffic signal, widening and restriping and signing for a left turn lane and coordination of traffic signals.

SPEAKER PETERSON – Correct

COMMISSIONER OWINGS – And then on the back page it is the money items; the TUMF fees, correct.

COMMISSIONER VAN NATTA – Those just aren't in that phase, those are for all phases

COMMISSIONER OWINGS – Would those fees be reduced as a result of removing this parcel?

SPEAKER PETERSON – As John indicated, the zoning on the property stays the same; no change whatsoever in density; no change in type of land uses; its multi-family residential and in the Development Agreement a key point is that there is no requirement to build those units at any particular point in the overall development of the community. The point is when they are developed; they are subject to all of the regulations that normally apply to any residential development in the City, including review by this Planning Commission and potentially the City Council.

COMMISSIONER OWINGS - Your name again, I didn't get your last name sir

SPEAKER PETERSON – Peterson… Wayne Peterson

COMMISSIONER OWINGS – Mr. Peterson my name is Tom Owings. I would like to assure you that I'm not trying to make something simple into complicated. I have enough complications in my life, but there is a fiduciary function for each of the Commissioners here to understand when the City; when two people enter into a contract and one of them wants of modify it. We were not here. We have a fiduciary function to ask the questions, so I hope you understand that were not in any way trying to complicate something. So you know in looking; I think can simplify it with one simple question. Wayne if you were to look at me straight in the eyes and tell me that is going to be developed with multiple unit, non-aged restricted units, then my concern about meeting the housing need that was identified in 2006 would be alleviated. So can you tell me that the ultimate use of this will be the units that were initially envisioned when this agreement was agreed to by the developer and by the City.

SPEAKER PETERSON – No, but the key point is if it is anything different then what is in the Development Agreement today and in the zoning, it would be an

application on the part of the property owner that would have to come through the City review process.

COMMISSIONER OWINGS – And when you say property owner that makes me believe that wouldn't be fair of Fairview Highland

SPEAKER PETERSON – Well I can't stand here and tell this Planning Commission that the Highland Fairview is going to forever be the owner of all the property it owns.

COMMISSIONER OWINGS – Let me ask you hypothetically; if you were in the party of a master agreement like this and you were kind of thinking about and I appreciate your comment about later down the line, the zoning would come before the Planning Commission, but that is kind of kicking the question down the line when it really our responsibility to deal with it now, so hypothetically if you were a developer and you kind of decided that this project may not happen; the whole project; you might start picking it apart piece by piece and so I guess I have to ask you what are the likelihoods that a few years from now another Planning Commission member with my curiosity might be asking you or might asked to say we want to take Phase 5 out and then Phase 4 and then Phase 3; so the City is bound to allow you to have this long term agreement, but piece by piece it is being taken away, so I guess my question to you is this the first step in that process.

SPEAKER PETERSON – No

COMMISSIONER OWINGS – It's because a little tiny guy who tried to develop some housing units, you know there is generally a five year period on these types of entitlements and then you get a couple of extensions here and there. You guys really have a 30 year period here to which the City is bound by this agreement and of course you are too, so that's my concern. So you have no plans. Highland Fairview two years from now is not going to be here trying to pull out parcel 5 or section 5 of this.

SPEAKER PETERSON – No

COMMISSIONER OWINGS – Okay thank you

COMMISSIONER VAN NATTA – Was this the only parcel in the development that was not age restricted? Is now the rest of Aquabella age restricted?

SPEAKER PETERSON – That's correct. Well the exception and to just be completely accurate; the High School site was technically part of the Specific Plan. It is obviously not age restricted.

COMMISSIONER VAN NATTA – But all the residences that are…

SPEAKER PETERSON – Correct, all the residential property…

COMMISSIONER VAN NATTA - …that are under the program now, the rest of them are age restricted.

SPEAKER PETERSON – That is correct

COMMISSIONER VAN NATTA – And this was the only section that was not

SPEAKER PETERSON – That is correct

COMMISSIONER PETERSON – Okay

VICE CHAIR BAKER – Are there any other questions of the Representative or the Applicant? Thank you very much. Now we will open this up to Public Testimony. I have no Speaker Slips on this item so I will close the Public Testimony on this item and we will go forth with Commissioner's Debate.

PLANNING OFFICIAL TERELL – Chair Baker; just to clarify the questioning that was occurring; no property owner can agree not to ever change their mind in the future but in a development agreement the City is not required to approve any change that the owner of that property has. They are only required to consider it, so not that it will occur in this case, but we've got other Development Agreements in town and the owner of the property has the right to request, but they don't have the right to change it; the City always has the right to review and either agree or disagree. Just to clarify that; you know if you see a change in this Development Agreement or say Towngate or some other project that has a Development Agreement, you are not required to approve it but the owner of the property can never bargain away their right to ask.

COMMISSIONER OWINGS – You know John I'm not trying to suggest that they know because I don't know what I'd I'm going to do with the piece of property that I am stuck with in Oregon in the same situation they are, but we sure have a pretty good idea when we have that much money invested in it and I think it is a fair question to ask what is the plans as of today.

PLANNING OFFICIAL TERELL – Agreed, I just want to make sure that it was clear that they could change their mind.

COMMISSIONER VAN NATTA – As I see this, this gives even though it has been taken out of the Master Plan for Aquabella; if anything, the City now has more control over what happens with the development of that piece of property than we had when it was within the development and since there was no guarantee that at any point that phase would have ever been reached, it would have turned into multiple family units anyway, I don't see much harm in approving this because they can't do anything other than it was slated for without

for without coming back to us for permission anyway. I am a great believer in owners being able to do what they can with what they want to with their own property as long as they are staying within the rules and there is no harm in what changes they want to make and so I don't see any harm in approving it.

COMMISSIONER OWINGS – You know I just respectfully disagree with that analysis. This is different. This is a contractual arrangement between the City and a developer. This is not a question of property rights because there is nobody on this dais that believes in property rights more than me, but this is between a contract… you know the developer got something out of this or they wouldn't have entered into the agreement, so the City got something; the developer got something and now the agreement is being altered and I do not believe this is a property right; this is a contractual agreement.

COMMISSIONER VAN NATTA – Let me just respond to that. But the City isn't giving up anything that they agreed to and in a way neither is the owner and he has the right to ask and if there is no harm in making the change, I don't see the harm in approving it.

COMMISSIONER OWINGS – You know and I may agree with that final analysis, but the point is how we got there has to be correct and clear in our mind. We have every right to question this and it is not a matter of property rights, this is a question of contractual agreement between two parties and one party wants to change it.

PLANNING OFFICIAL TERELL – Commissioner Owings is exactly correct, that's why this item is before you because the City and the Applicant have to agree in order to change this contract.

VICE CHAIR BAKER – Okay another other comments?

COMMISSIONER RAMIREZ – Having said that, I believe that we need to be flexible. We need to be able to work together. Times change and things happen in a five year period, so whenever this contract was proposed and put in place, a lot has changed since. One thing I can agree with is our developer has a great proven track record. In fact when that Skechers was built, it was built way ahead of time and up to the cutting edge and as far as time frame goes, I believe that the developer completed and fulfilled all their obligations way ahead of schedule, so having said that, I find no harm in trusting the developer that either one day if he decides to sell this particular property or they decide to develop it, the fact is that this will help them and it will help us in moving the City forward. Now it is better for us to not develop something than not develop it and sit there for many, many years and have no one move into it. That doesn't make anybody any money and that doesn't make any sense, I believe that as long as we can come to an agreement to work together and be flexible, we'll be able to accomplish our mission. Thank you.

COMMISSIONER OWINGS – Respectfully I would like to point out to the Commissioner that this Development Agreement assures that there is a possibility that we could be 30 years from now and that land would be vacant, so if you want to do rapid development, you shouldn't enter into these kinds of agreements.

COMMISSIONER VAN NATTA – And I may add to that that I feel that we have to look at each one of these projects on their merit and on what was decided on this particular property. We can't go into something saying I trust this developer and I don't trust that developer or point to how a developer has behaved in any other development that he has done. We're talking about a specific plan for this specific piece of property and that's what we need to look at.

VICE CHAIR BAKER – Okay, any other comments? Okay, I guess we're at a point where we'll ask for a motion to approve this Resolution 2011-14. Do I have a motion?

COMMISSIONER RAMIREZ – I motion that we approve…

VICE CHAIR BAKER – Okay, would you do this for me Commissioner. Would you read in there that resolution? Here I'll give the sheet. We just need you to read into the record all the items there. Thank you.

COMMISSIONER RAMIREZ – I make a motion that we **APPROVE** Resolution No. 2011-14 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that P11-029 is exempt from the California Environmental Quality Act as the First Amendment would not Result in substantial changes to the Aquabella Development Agreement necessitating additional environmental review; and,

2. **APPROVE** P11-029, a First Amendment to the Aquabella Development Agreement to remove Planning Area 2, a 13.2 acre Parcel at the northeast corner of Cactus Avenue and Lasselle Street

VICE CHAIR BAKER – Do we have a second to Commissioner Ramirez's motion?

COMMISSIONER VAN NATTA – I'll second that

VICE CHAIR BAKER – That is seconded by Commissioner Van Natta. Okay let's poll the Commission and all those in favor?

Opposed – 0

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Thank you

PLANNING OFFICIAL TERELL – This item will be forwarded to the City Council for final review and action. That would tentatively occur on June 14th and that's all at this time.

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE :	**P11-029**
APPLICANT:	**Highland Fairview**
OWNER:	**Moreno Valley Properties**
REPRESENTATIVE:	**Wayne Peterson**
LOCATION:	**Northeast Corner of Lasselle Street & Cactus Avenue**
PROPOSAL:	**First Amendment to the Aquabella Development Agreement to remove Planning Area 2**
ENVIRONMENTAL DETERMINATION:	**Exempt**
COUNCIL DISTRICT:	**3**
STAFF RECOMMENDATION:	**Approval**

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

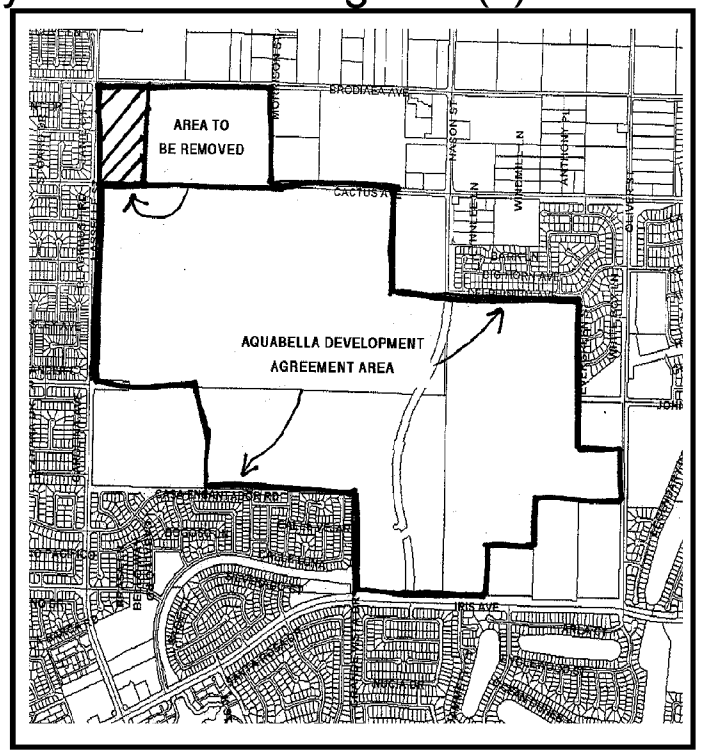

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 14, 2011 at 6:30 PM

CONTACT PLANNER: John C. Terell AICP
PHONE: (951) 413-3238

ATTACHMENT 4

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MV00107847

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING TO CONSIDER APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2011/12

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") conduct a Public Hearing to *approve and adopt the following proposed resolutions:*

Resolution No. CSD 2011-09	(Zone A)
Resolution No. CSD 2011-10	(Zone B)
Resolution No. CSD 2011-11	(Zone C)
Resolution No. CSD 2011-12	(Zone D)
Resolution No. CSD 2011-13	(Zone E)
Resolution No. CSD 2011-14	(Zone E-1A)
Resolution No. CSD 2011-15	(Zone E-3A)
Resolution No. CSD 2011-16	(Zone E-4A)
Resolution No. CSD 2011-17	(Zone M)
Resolution No. CSD 2011-18	(Zone S)

Approval of the proposed resolutions will continue the currently approved annual parcel charges and the proposed amount for each charge in fiscal year (FY) 2011/12. Parcel charges help to fund parks and community services, residential street lighting, arterial street lighting, maintenance of parkway landscaping, extensive parkway landscaping, internal parkway landscaping in certain areas, medians, and certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard, as described in the Preliminary Annual Levy Report on file in the office of the City Clerk.

ADVISORY COMMITTEE RECOMMENDATION

N/A.

BACKGROUND

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive proportional benefit from the services provided. Each of the zones represents either a different service or degree of service to particular properties within each zone.

The CSD Board conducted the Public Meeting on May 24, 2011, to provide the first opportunity for the public to address the CSD Board on the annual CSD charges.

Proposition 218
Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments. The City of Moreno Valley has reviewed Proposition 218 with respect to the CSD charge collection process. Based upon this review, it has been determined that the CSD charges as currently collected are in compliance with Proposition 218. Any future charge increases, other than an inflation adjustment that has been approved during a prior mail ballot proceeding, shall require a ballot, which will be conducted as outlined in Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings as originally adopted by the City Council and the CSD Board on January 22, 2002, and as most recently amended on April 26, 2011.

DISCUSSION

The following section lists the zones and summarizes the services provided by the CSD to each zone, along with the current FY 2010/11 and proposed FY 2011/ 12 annual charges. No charge increases for the following zones are proposed for FY 2011/12, unless adjusted through the mail ballot proceeding process or a previously authorized inflation adjustment implemented to achieve full-cost recovery. The inflation adjustment for FY 2011/12 is 1.34% and is based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics.

Zone A is authorized to provide park and community services citywide. All properties within the City boundaries are levied this charge to aid with current programs. The proposed FY 2011/12 charge is $87.50 per dwelling unit (residential), nonresidential parcels (commercial and industrial) and undeveloped parcels. (The current FY 2010/10 charge is $87.50.) The proposed FY 2011/12 levy for Zone A is approximately $4,964,837.50.

Zone B is authorized to provide residential street lighting services to specific residential areas within the zone. The funds collected pay for the monthly energy and maintenance charges to

operate residential streetlights. The charge is $23.00 per parcel for those properties which were annexed into the zone prior to 1999. Property owners that balloted after 1999 for Zone B services authorized an annual inflation adjustment, and will be charged $24.74 per parcel. There are also 65 parcels located south of Ironwood Avenue, east of Nason Street, with reduced streetlight services that pay $6.00 per parcel. The proposed FY 2011/12 levy for Zone B is approximately $935,414.24.

For 2010/11, to continue residential streetlight services, the General Fund will have contributed up to $675,000 of which $51,700 is a loan and $623,300 is a gift, to fund the revenue shortfall. For 2011/12, to continue the current level of residential streetlight services, Zone B shall continue to require an additional $675,000 from the City's General Fund, all of which will be a gift unless services are reduced or additional funding is provided by the property owners.

Zone C is authorized to provide arterial street lighting and intersection lighting on major roadways throughout the City. All properties within the City are levied this charge except those located within the boundaries of the Edgemont Community Services District, which contribute to an independent District for street light services. For FY 2011/12, the proposed charge for each parcel in the CSD is $9.00. (The current FY 2011/12 charge is $9.00.) The proposed FY 2011/12 levy for Zone C is approximately $428,200.

For 2011/12, unless services are reduced or additional funding is provided by the property owners Zone C shall require additional funding of approximately $130,000 to continue the current level of arterial streetlight services. If the City's General Fund provides any funds to meet the revenue shortfall, such contribution shall be considered a gift.

Zone D is authorized to provide parkway landscape maintenance services to the perimeters and/or entry statements of designated residential tract developments. A listing of the current FY 2010/11 charges per parcel for each tract and the proposed charges for FY 2011/12 are included in the Zone D Resolution. A majority of affected property owners, of certain tracts, authorized an inflation adjustment. For FY 2011/12, the CPI adjustment shall be applied to certain tracts as noted on the Zone D Resolution.

The CSD is in the process of conducting a mail ballot proceeding for an increase to the proposed charges to recover costs for the following tracts: 19862, 19912, 20941, 21737, 22371 and 31591. Tracts not approving the proposed increase shall receive a reduced service level of landscape maintenance in accordance with the Zone D Policy guidelines. The proposed FY 2011/12 levy for all Zone D tracts is approximately $1,272,898.50, which does not include the proposed increase for those Zone D tracts that are currently in the process of balloting.

Zone E is authorized to provide extensive parkway landscape maintenance of landscaped areas adjacent to ten (10) major residential/commercial developments. For FY 2011/12, the CPI charge adjustment shall be applied to each Zone E subzone if previously approved. The proposed annual charges for the subzones are included in the Zone E Resolution.

The CSD is in the process of conducting a mail ballot proceeding for an increase to the proposed charges to recover costs for the following Zone E subzones: E-1 (TownGate), E-2 (Hidden Springs), and E-4 (Moreno Valley Ranch East). Zone E subzones not approving the proposed increase shall receive a reduced service level of landscape maintenance in accordance with the Zone E Policy guidelines. The proposed FY 2011/12 levy for all Zone E subzones is approximately $2,375,583.64, which does not include the proposed increase for those Zone E subzones that are currently in the process of balloting.

Zone E-1A is authorized to provide internal parkway landscape maintenance to the Renaissance Park development. The proposed Zone E-1A charge for FY 2011/12 is $78.40 per parcel. (Current FY 2010/11 charge is $77.38.) The total FY 2011/12 levy for Zone E-1A is approximately $43,668.80.

Zone E-3A is authorized to provide internal parkway landscape maintenance to those tracts associated with the Lasselle Powerline Parkway area. The proposed Zone E-3A charge for FY 2011/12 is $68.10 per parcel. (Current FY 2010/11 charge is $67.20.)

The CSD is in the process of conducting a mail ballot proceeding for an increase to the Zone E-3A charge to cover increased costs of providing landscape maintenance services. If the proposed increase is not approved, E-3A shall receive a reduced service level of landscape maintenance in accordance with the Zone E Policy guidelines. The total FY 2011/12 levy for Zone E-3A is approximately $32,007.00, which does not include the proposed increase for Zone E-3A.

Zone E-4A is authorized to provide internal parkway landscape maintenance to the Daybreak development. The proposed Zone E-4A charge for FY 2011/12 is $110.46. (Current FY 2010/11 charge is $109.00.) The total FY 2011/12 levy for Zone E-4A is approximately $10,935.54.

Zone M is authorized to provide maintenance for improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The current FY 2010/11 charges and the proposed FY 2011/12 annual charges for Zone M are included in the Zone M Resolution. The total FY 2011/12 levy for Zone M is approximately $226,888.74.

Zone S is authorized to provide maintenance services to certain improvements along Sunnymead Boulevard between Frederick Street and Perris Boulevard. Charges for this zone are calculated by determining the proportional financial obligation, based on front linear footage, of the properties adjacent to the improvements. The Zone S charge for 2011/12 is $2.837520 per front linear footage, per year, which includes an inflation factor. The total FY 2011/12 levy for Zone S is approximately $54,007.74. (Current FY 2010/11 charge is $2.80 per front liner footage).

ALTERNATIVES

1. By conducting a Public Hearing, the CSD Board shall allow for the approval and adoption of the proposed resolutions. *Although not required under Proposition 218, City policy has been to continue holding a Public Hearing. By conducting the Public Hearing on June 14, 2011, property owners shall be given an opportunity to address the CSD Board regarding the continuation of the CSD annual charges for the associated benefit services. Approving CSD Zones D, E, E-1A, E-3A, E-4A and S charges as proposed by staff shall authorize the CSD to continue providing maintenance at the applicable service levels. Approving the proposed charge for CSD Zones A, B, C and M will partially fund park and community services (Zone A), residential street lighting services (Zone B), arterial street lighting services (Zone C) and improved median maintenance (Zone M). The County of Riverside requires that resolutions be approved annually to authorize collection of the annual CSD parcel charges on the property tax bills. Approval of these resolutions will satisfy the County requirement.*

2. By not approving and adopting the proposed resolutions, the charges may not be able to be levied by the County of Riverside. *Even though a Public Hearing is not required under Proposition 218 for the continuation of the CSD annual charges, City policy has been to continue holding a Public Hearing to allow the public to address the CSD Board. By not adopting the resolutions, the County may challenge the CSD's ability to place the CSD charges on the County property tax bill.*

FISCAL IMPACT

Property owners pay the CSD annual charges as a part of their property tax bill. Charges, including CPI adjustments, have been approved by the affected property owners through prior proceedings or are part of a current mail ballot proceeding. The annual inflation factor is based on the percentage change in the CPI for the prior calendar year. For FY 2011/12, the CPI adjustment is 1.34%.

CSD Zones D, E, E-1A, E-3A, E-4A and S annual charges are based on full-cost recovery and program operations that have no effect on the General Fund. Zones A, B, C, and M charges reduce any General Fund support required to provide services for these programs. **The funds collected through the CSD charges for Zones A, B, C, D, E, E-1A, E-3A, E-4A, M and S are restricted funds, which may only be used to pay for costs within each respective CSD Zone.**

Approving charges less than those proposed by staff may require a decrease to both the level and quality of service from that provided during FY 2010/11. The service levels may be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION
The CSD annual charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual charges support the preservation of the current services provided by the CSD.

PUBLIC FACILITIES
Providing services for parks, streetlights, landscaping, and medians allows for construction and maintenance of public facilities. The CSD maintenance of these public facilities ensures proper development and preservation of capital resources.

SUMMARY

The actions before the CSD Board are to conduct the Public Hearing, and to approve and adopt the resolutions for the continuation of the currently approved CSD parcel charges within each of the existing zones as submitted in the Preliminary Annual Levy Report. Since the adoption of Proposition 218 state legislation, public hearings to consider charges or fees already in place are not mandated; such hearings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County requires resolutions be approved annually to establish the authority to collect the annual CSD parcel charges on the property tax bills. Approval of the resolutions will satisfy the County requirement. The resolutions also include information in compliance with Proposition 218.

NOTIFICATION

On April 18, 2011, the CSD mailed individual notices to property owners of 48,229 parcels.

Newspaper advertising was published on May 6, 2011, for the May 24, 2011 Public Meeting and June 14, 2011 Public Hearing. Additionally, the June 14, 2011 Public Hearing notification was published on May 27, 2011 and again on June 8, 2011.

ATTACHMENTS

Attachment 1	Resolution for Zone A
Attachment 2	Resolution for Zone B
Attachment 3	Resolution for Zone C
Attachment 4	Resolution for Zone D
Attachment 5	Resolution for Zone E
Attachment 6	Resolution for Zone E-1A

Attachment 7 Resolution for Zone E-3A
Attachment 8 Resolution for Zone E-4A
Attachment 9 Resolution for Zone M
Attachment 10 Resolution for Zone S

Prepared by:
Sharon Sharp
Senior Management Analyst

Department Head approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107855

RESOLUTION NO. CSD 2011-09

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for parks and community services within the CSD and provides funding for such services, in part, through CSD Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone A (Parks and Community Services) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of charge as previously approved by the property owners for each per dwelling unit, nonresidential parcel or per undeveloped parcel within CSD Zone A is a necessary and equitable charge to fund, in part, the furnishing of parks and community services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of eighty-seven dollars and fifty cents ($87.50) to defray in part the costs of furnishing parks and community services within the CSD is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone A parcel charges are exempt from the provision of Proposition 218 as long as they are not increased and are therefore not subject to voter ratification at this time.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-10

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE B (RESIDENTIAL STREET LIGHTING) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for residential street lighting services within the CSD and provides funding for such services, in part, through CSD Zone B; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone B (Residential Street Lighting) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone B is a necessary and equitable charge to fund, in part, the residential street lighting services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The charge is hereby approved to be levied at the existing and previously approved respective rates of twenty-three dollars ($23.00), twenty-four dollars and seventy-four cents ($24.74), and six dollars ($6.00) as applicable.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone B, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone B is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-11

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE C (ARTERIAL STREET LIGHTING AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides improvements and maintenance for intersection and arterial street lighting services within the CSD and provides funding for such services, in part, through CSD Zone C; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone C (Arterial Street Lighting and Intersection Lighting) services be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone C is a necessary and equitable charge to fund, in part, the arterial and intersection street lighting services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared that identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of nine dollars ($9.00) to defray in part the costs of furnishing arterial and intersection street lighting services within the CSD is hereby approved and adopted.

2. The herein approved service charge is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. That the CSD Board adopted CSD Resolution 97-01, finding that the existing Zone C parcel charges are exempt from the provision of Proposition 218 as long as they are not increased and therefore are not subject to voter ratification at this time.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide parkway landscape improvement and maintenance services within the CSD and provides funding for such services, in part, through CSD Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Adjustment ("CPI") adjustment (if applicable), and application of charge as previously approved by the property owners for each assessable parcel or unit of real property within CSD Zone D is a necessary and equitable charge to fund, in part, the parkway landscape services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray in part the costs of furnishing parkway landscape services to the following tracts within the CSD is hereby approved and adopted as follows:

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
12305	Standard	$57.00	
12902	Standard	$74.28	
14387/12268	Standard	$57.00	
16769	Standard	$62.92	
18283	Standard	$57.00	
19141	Standard	$77.38	
19142	Standard	$57.00	
19233	Standard	$57.00	
19474	Standard	$57.00	
19496	Standard	$66.02	
19529	Standard	$72.22	
19533	Standard	$57.00	
19541	Standard	$95.96	
19675	Standard	$82.54	
19862	Standard	$152.82	$252.00
19912	Standard	$85.62	$129.00
20120	Standard	$97.00	
20197	Standard	$57.00	
20941	Standard	$106.38	$166.00
21345	Standard	$117.72	
21597	Standard	$479.32	
21737	Standard	$216.90	$431.00
21806	Standard	$71.20	
22180	Standard	$250.30	

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
22371	Standard	$295.32	$497.00
22999	Standard	$67.00	
27251-1	Standard	$471.22	
30967	Standard	$473.64	
31129	Standard	$83.58	
31268	Standard	$186.86	
31269	Standard	$221.84	
31305	Standard	$502.64	
31424	Standard	$221.84	
31591	Standard	$468.90	$628.00
31618	Standard	$368.86	
32005	Standard	$113.50	
32625	Standard	$1,013.40	
32715	Standard	$925.22	
33436	Standard	$42.56	
33637	Standard	$300.96	
33962	Standard	$500.60	
4-Custom Homes	Standard	$574.58	
10191/18468	Street Tree Program	$71.20	
11848	Reduced	$86.66	
12773	Reduced	$82.54	
13576/19080/19081	Street Tree Program	$33.00	
13585	Reduced	$57.00	
15387	Reduced	$57.00	
15433	Reduced	$92.86	
16768	Reduced	$66.02	
16770	Reduced	$57.00	
17033	Reduced	$178.62	
17176	Reduced	$57.00	
17334	Reduced	$349.62	
17387	Reduced	$57.00	
17457	Reduced	$81.50	
17867	Reduced	$57.00	
18512/21322	Reduced	$83.08	
18784/20906	Reduced	$179.36	

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
18930	Reduced	$79.44	
19032	Street Tree	$131.74	
19143	Reduced	$57.00	
19208	Reduced	$74.98	
19210	Reduced	$70.16	
19363	Reduced	$57.00	
19434	Reduced	$57.00	
19500	Reduced	$75.30	
19509	Reduced	$57.00	
19518/18372	Reduced	$57.00	
19551	Reduced	$97.28	
19685	Reduced	$72.22	
19799	Street Tree	$275.84	
19852	Reduced	$69.92	
19937	Reduced	$110.50	
19957	Street Tree	$69.92	
20030	Reduced	$103.28	
20032	Reduced	$57.00	
20072	Reduced	$90.18	
20272	Reduced	$121.70	
20301	Reduced	$57.00	
20404	Reduced	$106.40	
20525	Reduced	$57.00	
20552	Reduced	$57.00	
20660	Reduced	$108.44	
20715	Reduced	$95.24	
20718	Reduced	$143.52	
20859	Reduced	$66.88	
20869	Reduced	$57.00	
21113	Reduced	$57.00	
21332	Reduced	$99.04	
21333	Reduced	$214.84	
21616	Reduced	$382.84	
22093	Reduced	$139.84	
22276	Reduced	$199.24	
22277	Reduced	$272.62	

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
22889	Reduced	$191.92	
23046	Reduced	$183.00	
24721	Reduced	$57.00	
27526	Reduced	$165.20	
28882	Reduced	$106.38	
29038	Reduced	$61.88	
30027	Reduced	$203.68	
31257	Reduced	$1,083.52	
31269-1	Reduced	$304.62	
31284	Reduced	$128.80	
32018	Reduced	$70.16	

In the event that Tracts: 19862, 19912, 20941, 21737, 22371 or 31591 do not individually approve the maximum balloted charge by the majority of the property owners in the separate mail ballot proceedings, currently scheduled to be concluded at the public hearing on June 28, 2011, the charges hereby approved will be the FY 2011/12 Noticed/Maximum Parcel Charges prior to the results of mail ballot proceedings, as identified above.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone D, as set forth in the report on said charge filed with the Secretary of the District, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone D is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

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MV00107875

RESOLUTION NO. CSD 2011-13

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide extensive landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E and the various subzones thereof; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within the various subzones of Zone E of the CSD is a necessary and equitable charge to fund, in part, the extensive landscape maintenance services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the maximum calculated rates set forth below, which includes previously approved CPI adjustments, to defray in part the costs of furnishing extensive landscape maintenance services within the CSD is hereby approved and adopted as follows:

Zone E (Extensive Landscape Maintenance)
FY 2011/12 Proposed Charges

Zone E	Specific Plan or Major Development	Landscape Maintenance Service Level	Charge Category	FY 2011/12 Noticed/Maximum Annual Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
E-1	TownGate	Standard	Per parcel	$128.04	$152.00
			Per acre for nonresidential/undeveloped parcels	$512.16	$608.00
			Per condo unit		
			Tract 34299	$57.78	$69.00
E-1A	Renaissance Park	Reduced	Per parcel	$78.40	
E-2	Hidden Springs	Standard	Per parcel	$403.78	$518.00
			Per Equivalent Dwelling Unit for undeveloped parcels	$403.78	$518.00
E-3	Moreno Valley Ranch - West	Reduced	Per parcel	$128.04	
			Per acre for nonresidential/undeveloped parcels	$512.16	
			Per condo unit		
			Tract 32142	$56.74	
			Tract 32143	$54.68	
			Tract 32144	$54.68	
			Tract 32145	$31.98	
			Tract 32146	$30.94	
E-3A	Lasselle Powerline Parkway	Standard	Per parcel	$68.10	$108.00
E-4	Moreno Valley Ranch - East	Standard	Per parcel	$110.00	$240.00
			Per acre for nonresidential/undeveloped parcels	$440.00	$960.00
E-4A	Daybreak	Standard	Per parcel	$110.46	
E-7	Centerpointe	Standard	Per acre	$688.90	
E-8	Promontory Park	Standard	Per condo unit	$190.50	
			Per parcel	$538.10	
E-12	Stoneridge Ranch	Standard	Per parcel	$402.30	
E-14	Mahogany Fields	Standard	Per parcel	$281.70	
E-15	Celebration	Standard	Per parcel	$337.46	
E-16	Shadow Mountain	Standard	Per parcel	$297.18	

2. The herein approved charges are hereby confirmed for each parcel of real property within the various subzones of CSD Zone E, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the service charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

SECRETARY

(SEAL)

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MV00107881

RESOLUTION NO. CSD 2011-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E-1A (RENAISSANCE PARK – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Renaissance Park walls/internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-1A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 and following of the provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-1A (Renaissance Park Internal Parkway Landscape Maintenance) so collected on the tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property, within CSD Zone E-1A is a necessary and equitable charge to fund, in part, the internal parkway landscape maintenance services for Renaissance Park by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of seventy-eight dollars and forty cents ($78.40), which includes previously approved CPI adjustments, to defray in part the cost of furnishing Renaissance Park internal parkway landscape maintenance services within the CSD, is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-1A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E-1A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-15

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E-3A (LASSELLE POWERLINE PARKWAY INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide Lasselle Powerline Parkway walls/internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-3A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including a Consumer Price Index ("CPI") adjustment, and application of charge as previously approved by the property owner for each assessable parcel of real property within CSD Zone E-3A is a necessary and equitable charge to fund, in part, walls/internal parkway landscape maintenance services for the Lasselle Powerline Parkway by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property that is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of the public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of sixty-eight dollars and thirty cents ($68.30), which includes previously approved CPI adjustments for CSD Zone E-3A (Lasselle Powerline Parkway) to defray in part the costs of furnishing internal parkway landscape maintenance services within the CSD is hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-3A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone E-3A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-16

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE E-4A (DAYBREAK DEVELOPMENT – INTERNAL PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide internal parkway landscape maintenance services within the CSD and provides funding for such services, in part, through CSD Zone E-4A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone E-4A (Daybreak Development - Internal Parkway Landscape Maintenance) be so collected on the Riverside County tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone E-4A is a necessary and equitable charge to fund, in part, internal parkway landscape maintenance services for the Daybreak Development by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of one hundred ten dollars and forty-six cents ($110.46), which includes previously approved CPI adjustments for Zone E-4A (Daybreak Development) to defray in part the costs of internal parkway landscape maintenance services within the CSD hereby approved and adopted.

2. The herein approved charge is hereby confirmed for each parcel of real property within CSD Zone E-4A, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any service charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone E-4A is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

RESOLUTION NO. CSD 2011-17

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE M (COMMERCIAL/ INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") provides or will provide commercial/industrial/multifamily improved median maintenance services within the CSD and provides funding for such services, in part, through CSD Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for CSD Zone M (Commercial/industrial/multifamily improved median maintenance) be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI") adjustments, and application of charge as previously approved by the property owners for each assessable commercial/industrial/multifamily property within CSD Zone M is a necessary and equitable charge to fund, in part, the improved median maintenance services by the CSD for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge is calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties, which includes previously approved CPI adjustments, to defray in part the costs of furnishing commercial/industrial/multifamily improved median maintenance services within the CSD, is hereby approved and adopted as follows:

Zone M
(Commercial/Industrial/Multifamily Median Maintenance)
FY 2011/12 Proposed Charges

Assessor Parcel Number (APN)	FY 2011/12 Noticed/Maximum Parcel Charges (1)
297-120-002	$994.74
297-120-003	$719.94
297-120-011	$1,501.92
297-120-012	$1,501.92
291-191-024	$347.06
297-130-046	$2,075.24
297-130-064	$855.28
297-140-049	$1,167.24
297-140-050	$1,200.30
297-141-001	$222.60
297-141-002	$222.60
297-141-003	$222.60
297-141-004	$222.60
297-141-005	$222.60
297-141-006	$222.60
297-140-052	$1,055.68
297-170-004	$3,687.72
482-700-001	$393.54
482-700-005	$393.54
484-020-023	$6,038.76
484-020-024	$7,380.60
297-130-039	$798.00
297-130-041	$1,957.00
297-130-042	$1,610.00
297-170-067	$14,825.26

Assessor Parcel Number (APN)	FY 2011/12 Noticed/Maximum Parcel Charges (1)
297-170-069	$10,998.10
297-170-071	$4,977.90
297-100-066	$789.54
297-100-074	$224.64
297-100-075	$150.98
297-120-016	$5,265.04
297-150-055	$6,089.36
486-250-021	$8,258.64
486-250-024	$7,973.02
486-250-025	$285.60
312-250-046	$3,739.36
482-540-030	$409.04
484-020-026	$2,852.02
479-070-050	$1,636.20
312-270-036	$2,677.46
316-210-074	$1,909.94
312-020-017	$1,613.48
312-020-018	$1,538.06
312-020-020	$600.14
312-360-001	$1,438.98
312-360-002	$677.20
312-360-003	$463.64
312-360-004	$1,625.12
312-360-005	$1,261.96
312-360-006	$2,043.12
312-360-007	$798.26
312-360-008	$752.58
312-360-009	$835.96
312-360-010	$845.08
312-360-011	$678.36
485-220-030	$2,045.28
485-220-031	$306.76
486-070-004	$3,021.44
486-070-012	$263.56
486-070-013	$261.16
486-070-011	$3,021.44
485-081-035	$320.20
484-030-015	$1,600.76
478-070-029	$7,655.38
486-240-009	$9,962.10

Assessor Parcel Number (APN)	FY 2011/12 Noticed/Maximum Parcel Charges (1)
484-030-020	$628.02
484-030-022	$628.02
488-090-031	$2,133.04
488-090-032	$125.90
488-090-033	$1,434.74
488-090-037	$385.38
488-090-038	$356.76
488-090-039	$333.88
488-090-040	$381.56
488-090-043	$112.54
488-090-047	$364.38
488-090-048	$291.88
488-090-049	$70.56
488-090-050	$137.34
488-090-051	$873.80
488-090-052	$59.12
488-090-053	$49.56
488-090-054	$259.46
488-090-055	$150.70
488-090-056	$110.64
488-090-057	$202.20
488-090-064	$175.52
488-090-071	$1,013.08
488-090-073	$148.80
488-090-074	$465.50
488-090-076	$272.80
488-090-082	$99.18
488-090-083	$360.58
488-090-084	$11.42
488-090-085	$356.74
474-120-037	$3,222.86
484-242-020	$3,026.62
488-350-041	$33,016.04
488-350-047	$2,822.34
488-350-035	$6,973.86
486-280-041	$9,906.66
292-230-006	$220.00
292-230-055	$374.94
263-111-046	$2,355.18

(1) The applied parcel charge may be less than the noticed amount based on either estimated or actual costs.

2. The herein approved charge calculation is hereby confirmed for each parcel of real property within CSD Zone M, as set forth in the report on said charge filed with the CSD Secretary, as such report may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that CSD Zone M is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passage of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charges to the Auditor of the County of Riverside, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

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MV00107901

RESOLUTION NO. CSD 2011-18

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE PARCEL CHARGE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2011/2012

WHEREAS, the Moreno Valley Community Services District ("CSD") shall provide maintenance for improvements under construction along Sunnymead Boulevard from Frederick Street to Perris Boulevard; and,

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the CSD; and,

WHEREAS, the City Council, acting in their capacity as President and Members of the Board of Directors CSD ("CSD Board"), has determined, and hereby does determine, that it is in the best interests of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance) along from Frederick Street to Perris Boulevard be so collected on the tax roll; and

WHEREAS, the CSD Board, has determined that continuing the calculation, including Consumer Price Index ("CPI"), and application of charge as previously approved by the property owners for each assessable parcel of real property within CSD Zone S is a necessary and equitable charge to fund, in part, the furnishing of ongoing maintenance for improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard for Fiscal Year 2011/2012; and

WHEREAS, the CSD Board has heretofore caused a report to be prepared which identifies each parcel of real property which is subject to the charge, and specifies the charge which is to be levied against each such parcel, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the CSD Board has held a said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any; and,

WHEREAS, the CSD Board has reviewed Proposition 218.

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

1. The application of the charge at the calculated rate of $2.837520 per front linear footage, per year, which includes an inflation factor, to defray in part the costs of ongoing maintenance for improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard within the CSD is hereby approved and adopted.

2. The herein approved parcel charges calculated is hereby confirmed for each said parcel of real property within CSD Zone S, as set forth in the report on said charge filed with the CSD Secretary, as such may have been modified pursuant to order of the CSD Board duly given.

3. The charges set forth in said report, as herein confirmed, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 pm on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid.

4. The CSD Board made a finding that Zone S is in compliance with Proposition 218.

5. The CSD Secretary is hereby ordered to certify to the passages of this Resolution and to forward a copy hereof, so certified, to the Auditor of the County of Riverside and to the Tax Collector of said County.

6. The CSD Secretary is hereby further ordered to forward a certified copy of the herein confirmed report of charge calculation to the Auditor of the County of Riverside and to the Tax Collector of said County, together with the certified copy of this Resolution as hereinabove provided.

APPROVED AND ADOPTED this 14th day of June 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Moreno Valley Community Services District, California, do hereby certify that Resolution No. CSD _____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
SECRETARY

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2011/2012 ANNUAL RATES

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice;

2. Adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

ADVISORY COMMITTEE RECOMMENDATION

Not Applicable

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local

agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.

On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance. The requirements include a higher-level effort to divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the "NPDES Regulatory Rate Schedule for New Residential Development." The "NPDES Regulatory Rate Schedule for New Residential Development" was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development." The "NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development" was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

The City Council conducted the Public Meeting on May 24, 2011, to provide an opportunity for the public to address the City Council on the proposed FY 2011/2012 annual NPDES regulatory rates.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. Conducting the Public Hearing allows property owners an opportunity to address the City Council regarding the continuation of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development."

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program. The Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties from Feb. 2009 – Feb. 2010 was +1.4%. Due to that small increase, staff recommended at that time no adjustment to the annual rates occur. From Feb. 2010 – Feb. 2011, the CPI was +2.4%. Due to this increase, staff recommends that we combine the CPI from Feb. 2009 – Feb. 2010 and Feb. 2010 – Feb. 2011 for a total adjustment of the annual rates of +3.8% (1.4% + 2.4%). This increase is associated with utility cost increases and maintaining program service levels.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		**Current Maximum Annual Rate FY 2010/2011**	**Proposed Maximum Annual Rate FY 2011/2012 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$35.00/Parcel	$36.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	$69.00/Parcel	$72.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	$31.00/Parcel	$32.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	$60.00/Parcel	$62.00/Parcel
LEVEL IV	Water Quality System Retrofit.	$138.00/Parcel	$143.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		**Current Maximum Annual Rate FY 2010/2011**	**Proposed Maximum Annual Rate FY 2011/2012 (rounded to the nearest whole dollar)**
LEVEL I	NPDES Administration and overhead.	$35.00/Parcel	$36.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	$170.00/Parcel	$176.00/Parcel

ALTERNATIVES

1. Approve that the City Council conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

2. Do not approve that the City Council conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice and adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the

Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll." *By not conducting the Public Hearing and adopting the resolution, the County of Riverside ("County") may challenge our ability to place the NPDES rates on the County property tax bill.*

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the percentage change in the Los Angeles-Riverside-Orange County CPI for the prior calendar year. For FY 2009/2010, the percentage change was +1.4%. For FY 2010/2011 the percentage change was +2.4%. Over the two year period the combined percentage change is +3.8%.

For Fiscal Year 2011/2012 the maximum annual regulatory rate per parcel for single-family residential development is $283 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is $212 (includes Levels I and II combined from Table 2).

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

The proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.

Public Facilities and Capital Projects

The revenue collected from the proposed "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to conduct the Public Hearing, and to adopt the resolution authorizing and approving the levy of the annual NPDES regulatory rates, on certain benefiting properties within the City as submitted in the NPDES Special Levy Report. While state law, after adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such hearings were required under state statutes before adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public.

The County collects the rates each year on the property tax bill. The County requires an annual resolution be approved to establish the authority to collect the annual NPDES rate on the tax bill. Approval of the resolution will satisfy the County requirement. The resolution also includes information on compliance with Proposition 218.

NOTIFICATION

- Publication of Agenda

- Newspaper advertising was published on May 4, 2011, with information about the May 24, 2011, Public Meeting and the June 14, 2011, Public Hearing. Additionally, the June 14, 2011, Public Hearing notification was published on May 19, 2011, and again on May 26, 2011.

ATTACHMENTS/EXHIBITS

Attachment "1" – Proposed Resolution

Prepared By
Phuong Hunter
Associate Environmental Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Kent Wegelin
Storm Water Program Manager

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00107913

RESOLUTION NO. 2011-56

A RESOLUTION OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE LEVY OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT ON THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain Permits to discharge storm water runoff into municipally owned drainage facilities; and,

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and,

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code by relating to the establishment and collection of the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and,

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and,

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and,

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and,

WHEREAS, the City Council heretofore caused a report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and,

WHEREAS, the City Council held a Public Hearing on June 14, 2011, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and,

WHEREAS, on June 14, 2011, the City Council reviewed and considered the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program; and,

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

1. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.

2. The maximum rate to be collected for fiscal year (FY) 2011/2012 shall be $283.00 per parcel for new residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

3. The maximum rate to be collected for FY 2011/2012 shall be $212.00 per parcel for new common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

4. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.

5. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.

6. The effective date of this Resolution shall be June 14, 2011.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. 2011-57 establishing the appropriations limit at $89,463,807 for the City of Moreno Valley for Fiscal Year 2011-12.

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the City's Fiscal Year 2011-12 appropriations limit is presented in Exhibit A, Proceeds of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The City's appropriations limit for Fiscal Year 2009-10 was $84,193,306. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0626. This results in a Fiscal Year 2011-12 appropriations limit of $89,463,807.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in County population was used since it was greater than the City's (+3.54% vs. +3.66%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+2.51%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The City's total projected revenue proceeds from the General Fund are $71,600,310. Of this amount, $54,120,708 is identified as coming from tax proceeds, while $17,479,602 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2011-12 Preliminary Base Operating Budget contains appropriations subject to the limitation of $54,120,708. This amount is $35,343,099 below the City's legal appropriations limit of $89,463,807.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Adopt Resolution No. 2011-57 establishing the City's Fiscal Year 2011-12 appropriations limit at $89,463,807;

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The City is safely within its legal appropriations limit for Fiscal Year 2011-12.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the City is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2011-12, the City's appropriations limit is calculated to be $89,463,807. The City's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $54,120,708. Therefore, the portion of the Fiscal Year 2011-12 Preliminary Base Operating Budget subject to the limit is $35,343,099 less than the City's Fiscal Year 2011-12 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2011-12 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1- Resolution No. 2011-57
Exhibit A - Proceeds of Tax Calculation
Exhibit B - Appropriations (Gann) Limit Calculation
Exhibit C - Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

-

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council has received the Preliminary Base Operating Budget for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Administrative Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2011-12 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council; and

WHEREAS, the appropriations limit for the City of Moreno Valley for Fiscal Year 2011-12 is hereby established at $89,463,807, and the total annual appropriations subject to such limitation for Fiscal Year 2011-12 is estimated to be $54,120,708.

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

1. That $89,463,807 is hereby established as the appropriations limit for the City of Moreno Valley for Fiscal Year 2011-12.

2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

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MV00107925

EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
GENERAL FUND FY 11/12

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Property (1)	$ 22,086,000		$ 22,086,000
Sales (2)	10,949,760		10,949,760
Motor Vehicle In-Lieu	400,000		400,000
Business Gross Receipts	1,100,000		1,100,000
Utility Users	15,700,000		15,700,000
Other Taxes	1,025,000		1,025,000
Fees			
Franchise		5,030,000	5,030,000
Development Fees		2,832,750	2,832,750
Other Fees, Permits & Licenses		3,490,904	3,490,904
Fines & Forfeitures		1,000,000	1,000,000
Administrative Charges		2,270,000	2,270,000
Intergovernmental		247,000	247,000
Miscellaneous		1,685,396	1,685,396
Total	$ 51,260,760	$ 16,556,050	$ 67,816,810
% of Total	75.59	24.41	100.00
Allocation of Interest	2,859,948	923,552	3,783,500
Adjusted Total	$ 54,120,708	$ 17,479,602	$ 71,600,310

Revenues are based on FY 2011/12 Proposed Budget

Notes:
(1) Includes Property Tax In-Lieu of Vehicle License Fees In-Lieu
(2) Includes Property Tax In-Lieu of Sales Tax

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
GENERAL FUND FY 11/12

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2011/12 Total Revenue *			$ 71,600,310
Less: Non-Proceeds of Tax			17,479,602
A) Total Appropriations Subject to the Limit			$ 54,120,708
APPROPRIATIONS LIMIT			
B) FY 2010/11 Appropriations Limit			$ 84,193,306
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	2.51	1.0251	
Population Adjustment - PA	3.66	1.0366	
Change Factor (CPI x PA)		1.0626	
D) Increase in Appropriations Limit			5,270,501
E) FY 2011/12 Appropriations Limit (B x C)			$ 89,463,807
REMAINING APPROPRIATIONS CAPACITY			
(E - A)			$ 35,343,099
Remaining Capacity as a Percent of the FY 2011/12 Appropriations Limit			39.51

* Revenues based upon FY 2011/12 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,776
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,143
1986/87	2.30%	13.34%	$10,739,623	$7,182,998	$3,556,625	$1,730,616	$571,404	$1,159,212
1987/88	3.40%	21.27%	$13,419,869	$8,186,487	$5,233,382	$2,162,519	$514,685	$1,647,834
1988/89	3.93%	13.98%	$15,897,098	$9,117,625	$6,779,473	$2,561,707	$595,770	$1,965,937
1989/90	4.98%	11.53%	$18,612,989	$10,193,243	$8,419,746	$2,999,354	$973,431	$2,025,923
1990/91	4.21%	12.34%	$21,790,136	$12,168,319	$9,621,817	$3,511,329	$1,447,368	$2,063,961
1991/92	4.14%	9.53%	$25,184,125	$12,702,824	$12,481,301	$4,058,248	$1,068,016	$2,990,232
1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
1993/94	2.72%	3.69%	$27,915,333	$22,167,783	$5,747,550	$4,498,364	$1,090,166	$3,408,198
1994/95	0.71%	2.56%	$28,833,747	$22,191,470	$6,642,277	$4,646,360	$839,650	$3,806,710
1995/96	4.72%	2.66%	$30,999,161	$21,770,020	$9,229,141	$4,995,302	$1,018,520	$3,976,782
1996/97	4.67%	1.91%	$33,066,805	$22,117,750	$10,949,055	$5,328,489	$952,480	$4,376,009
1997/98	4.67%	0.19%	$34,677,158	$22,635,500	$12,041,658	$5,587,986	$952,480	$4,635,506
1998/99	4.15%	4.44%	$37,718,345	$23,919,000	$13,799,345	$6,078,052	$1,000,500	$5,077,552
1999/00	4.53%	2.29%	$40,328,454	$26,298,904	$14,029,550	$6,498,653	$1,796,366	$4,702,287
2000/01	4.91%	3.36%	$43,728,143	$27,701,784	$16,026,359	$7,046,489	$1,831,589	$5,214,900
2001/02	7.82%	5.68%	$49,823,846	$30,910,955	$18,912,891	$8,028,770	$2,074,425	$5,954,345
2002/03	-1.27%	3.88%	$51,099,336	$34,456,312	$16,643,024	$8,234,307	$2,244,708	$5,989,599
2003/04	2.31%	3.72%	$54,226,615	$37,805,936	$16,420,679	$8,738,247	$2,465,590	$6,272,657
2004/05	3.28%	4.17%	$58,342,415	$42,094,636	$16,247,779	$9,401,480	$2,727,571	$6,673,909
2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board Members of the Moreno Valley Community Services District

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2011-12

RECOMMENDED ACTION

Staff recommends that the Board:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. CSD 2011-19 establishing the appropriations limit at $14,416,480 for the Moreno Valley Community Services District for Fiscal Year 2011-12.

BACKGROUND

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIIIB of the State Constitution. Article XIIIB sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1984-85

appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.

- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIIIB of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.

- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds $100,000.

- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.

- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

DISCUSSION

The information used to calculate the Fiscal Year 2011-12 appropriations limit for the Moreno Valley Community Services District (District) is presented in Exhibit A, Proceeds

of Tax Calculation and Exhibit B, Appropriations (Gann) Limit Calculation. The District's appropriations limit for Fiscal Year 2010-11 was $13,567,175. The change factor allowed by Proposition 111 due to population and cost of living changes is 1.0626. This results in a Fiscal Year 2011-12 appropriations limit of $14,416,480.

As previously indicated, Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in County population was used since it was greater than the City's (+3.54% vs. +3.66%).

With respect to the change in the cost-of-living criterion, the change in California per capita personal income (+2.51%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

The total projected revenue proceeds from the District are $16,236,807. Of this amount, $3,146,478 is identified as coming from tax proceeds, while $13,090,329 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds.

The Fiscal Year 2011-12 Preliminary Base Operating Budget contains appropriations subject to the limitation of $3,146,478. This amount is $11,270,002 below the District's legal appropriations limit of $14,416,480.

ALTERNATIVES

The following alternatives are available to the Board:

1. Adopt Resolution No. CSD 2011-19 establishing the District's Fiscal Year 2011-12 appropriations limit at $14,416,480.

2. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

There is no fiscal impact. The District is safely within its legal appropriations limit for Fiscal Year 2011-12.

CITY COUNCIL GOALS

None applicable

SUMMARY

Each year the Moreno Valley Community Services District (District) is required to adopt a resolution establishing a limit on its appropriations of tax proceeds. The Traffic Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2011-12, the District's appropriations limit is calculated to be $14,416,480. The District's Preliminary Base Operating Budget contains appropriations subject to the limit totaling $3,146,478. Therefore, the portion of the Fiscal Year 2011-12 Preliminary Base Operating Budget subject to the limit is $11,270,002 less than the District's Fiscal Year 2011-12 appropriations limit.

NOTIFICATION

This agenda item on the Fiscal Year 2011-12 Appropriations ("Gann") Limit was properly noticed as a Public Hearing.

ATTACHMENTS/EXHIBITS

Attachment 1- Resolution No. CSD 2011-19
Exhibit A - Proceeds of Tax Calculation
Exhibit B – Appropriations (Gann) Limit Calculation
Exhibit C - Summary of Annual Appropriation (Gann) Limits

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. CSD 2011-19

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

WHEREAS, Article XIIIB of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has received the Preliminary Base Operating Budget for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Administrative Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2011-12 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District; and

WHEREAS, the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2011-12 is hereby established at $14,416,480, and the total annual appropriations subject to such limitation for Fiscal Year 2011-12 is estimated to be $3,146,478.

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

1. That $14,416,480 is hereby established as the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2011-12.

2. The District's Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the

District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIIIB of the California Constitution if such changes or revisions would result in a more advantageous appropriations limit in the present or future.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.

4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

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EXHIBIT A

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMIT
PROCEEDS OF TAX CALCULATION
COMMUNITY SERVICES DISTRICT FY 11/12

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
Taxes			
Zone A - Parks & Recreation	$ 1,695,100		$ 1,695,100
Zone B - Residential Lights	94,200		94,200
Zone C - Arterial Lights	97,800		97,800
Zone L - Library Services	1,244,800		1,244,800
Fees			
Zone A - Parks & Recreation		5,734,800	5,734,800
Zone B - Residential Lights		933,352	933,352
Zone C - Arterial Lights		431,186	431,186
Zone D - Standard Landscaping		1,138,180	1,138,180
Zone E - Extensive Landscaping		2,444,438	2,444,438
Zone L - Library Services		73,600	73,600
Zone M - Median Fund		182,031	182,031
Miscellaneous			
Zone A - Parks & Recreation		495,600	495,600
Zone E - Extensive Landscaping		3,800	3,800
Transfers In			
Zone A - Parks & Recreation		307,500	307,500
Zone B - Residential Lights		675,000	675,000
Zone L - Library Services		506,800	506,800
Zone M - Median Fund		103,400	103,400
Total	$ 3,131,900	$ 13,029,687	$ 16,161,587
% of Total	19.38	80.62	100.00
Allocation of Interest *	14,578	60,642	75,220
Adjusted Total	$ 3,146,478	$ 13,090,329	$ 16,236,807

Interest consists of the following:
Zone A - $0
Zone B - $0
Zone C - $4,500
Zone D - $720
Zone E - $70,000
Zone L - $0
Zone M - $0

Revenues are based upon FY 2011/12 Proposed Budget

EXHIBIT B

CITY OF MORENO VALLEY
APPROPRIATIONS (GANN) LIMITS
LIMIT CALCULATION
COMMUNITY SERVICES DISTRICT FY 11/12

APPROPRIATIONS SUBJECT TO THE LIMIT			
FY 2011/12 Total Revenue *			$ 16,236,807
Less: Non-Proceeds of Tax			13,090,329
A) Total Appropriations Subject to the Limit			$ 3,146,478
APPROPRIATIONS LIMIT			
B) FY 2010/11 Appropriations Limit			13,567,175
C) Change Factor **	% Increase	Factor	
Cost of Living Adjustment - CPI	2.51	1.0251	
Population Adjustment - PA	3.66	1.0366	
Change Factor (CPI x PA)		1.0626	
D) Increase in Appropriations Limit			849,305
E) FY 2011/12 Appropriations Limit (B x C)			$ 14,416,480
REMAINING APPROPRIATIONS CAPACITY			
(E - A)			$ 11,270,002
Remaining Capacity as a Percent of the FY 2011/12 Appropriations Limit			78.17

* Revenues based upon FY 2011/12 Proposed Budget

** State Department of Finance
Percent of Change in California Per Capita Income
Percent of Change in City of Moreno Valley Population

EXHIBIT C

CITY OF MORENO VALLEY
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

			GENERAL FUND			COMMUNITY SERVICES DISTRICT		
FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	$8,000,000	$1,489,525	$6,510,475	$1,000,000	$225,224	$774,776
1985/86	3.74%	-	$8,299,200	$5,801,524	$2,497,676	$1,037,400	$366,257	$671,143
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1992/93	-0.64%	4.74%	$26,209,119	$21,751,950	$4,457,169	$4,223,419	$1,127,115	$3,096,304
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2005/06	5.26%	6.59%	$65,460,190	$48,100,800	$17,359,390	$10,548,461	$3,016,336	$7,532,125
2006/07	3.96%	5.59%	$71,855,651	$59,592,475	$12,263,176	$11,579,046	$3,987,532	$7,591,514
2007/08	4.42%	3.38%	$77,568,175	$72,653,027	$4,915,148	$12,499,580	$4,615,504	$7,884,076
2008/09	4.29%	2.79%	$83,153,084	$68,506,576	$14,646,508	$13,399,550	$4,685,689	$8,713,861
2009/10	0.62%	1.83%	$85,198,650	$56,124,960	$29,073,690	$13,729,179	$4,108,012	$9,621,167
2010/11	-2.54%	1.40%	$84,193,306	$50,777,288	$33,416,018	$13,567,175	$3,059,579	$10,507,596
2011/12	2.51%	3.66%	$89,463,807	$54,120,708	$35,343,099	$14,416,480	$3,146,478	$11,270,002

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MV00107941

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 14, 2011

TITLE: A PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA10-0035) TO IMPLEMENT NEW DESIGN STANDARDS TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. RECOGNIZE that PA10-0035 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

2. Introduce Ordinance No 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4)

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its May 12, 2011, meeting approved Planning Commission Resolution 2011-11, recommending by a 6-0 vote that the City Council recognize that PA10-0035 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section15061 (Minor Alterations in Land Use Limitation) as defined by Section 15378.

During the Planning Commission Hearing, the Commission voted to approve the item with no questions or discussion.

BACKGROUND

The proposed changes are required to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) permit covering The City of Moreno Valley. Compliance is required by July 29, 2011. The MS4 permit requires that the City promote green infrastructure/Low Impact Development (LID) techniques for all new and redevelopment projects. The City is currently regulated under the 2002 NPDES MS4 permit which is now expired and has been superseded by the new 2010 NPDES MS4 permit, effective January 29, 2010.

Low Impact Development (LID) is used to describe the land planning and engineering design approach to managing stormwater runoff by reducing and/or retaining runoff. LID emphasizes conservation and the use of on-site natural features to protect water quality. Various design techniques including the use of permeable surfaces, increased landscape areas, and limited hardscape areas help to promote on-site water retention and infiltration to clean the water of contaminants prior to the water being discharged form the site into storm drains and flood control channels. Hardscape areas increase the runoff and the amount of water that needs to be cleaned for water quality purposes.

DISCUSSION

This proposed amendment would modify various provisions of the Municipal Code Sections 9.03 Residential Development, 9.08, Grading 9.11, Parking, Pedestrian and Loading Requirements, 9.16, Design Guidelines, and 9.17 Landscape Requirements providing new design standards promoting green infrastructure/low impact development (LID) techniques. The proposed site design requirements and preferences are intended to reduce the runoff and the costs associated with cleaning runoff. Additionally, all projects are required to include "Best Management Practices" (BMPs) which provide measures designed to prevent or reduce the discharge of pollutants directly or indirectly into regulated waters of the United States.

The following are the proposed changes to the Municipal Code, Title 9 for Planning and Zoning.

9.03.040 Residential Development

CURRENT STANDARDS	PROPOSED CHANGES
Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of	Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of

private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials except for necessary walks and fences.	private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with permeable surfaces where feasible to reduce run off.
6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.	6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.	Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.
Section G 12. Trash enclosures shall be designed to be compatible with the project's	Section G 12. Trash enclosures shall include solid roofs and be designed to be

architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.	compatible with the project's architecture.

9.08.080 Grading

CURRENT STANDARDS	PROPOSED CHANGES
Section A. Lots slope toward, rather than away from the street; unless otherwise approved by the city engineer.	Section A. Lots slope to landscape areas or permeable surfaces unless otherwise approved by the city engineer;

9.11 Parking, Pedestrian and Loading Requirements

9.11.010 Purpose and intent.

CURRENT	PROPOSED
Section E. Implement general plan circulation and energy conservation policies.(Ord. 359 (part), 1992)	Section E. Implement general plan circulation and energy conservation policies; and ~~(Ord. 359 (part), 1992)~~
New	Section F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.

9.11.040 Off-street parking requirements

CURRENT	PROPOSED
Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the minimum off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-	Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-

public uses	public uses. Parking provided above the amount of required off-street parking must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas;
911.040 A-12 Table The table states the minimum requirement for parking based on the use.	The table will state the "required" parking based on the use.

9.11.060 Off-street bicycle parking requirements

CURRENT	PROPOSED
Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition	Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

9.11.080 Design standards.

CURRENT	PROPOSED
New	25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Permeable surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.
Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be a minimum of nine feet in width eighteen (18) feet in depth (see Figure 9.11.080-5).	Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine (9) feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved ~~in~~ depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be

	included in the required landscape setback). (see Figure 9.11.080-5).
~~Figure 9.11.080-5~~	Figure 9.11.080-5 modified to reflect 16 feet Nonparallel Parking Spaces
~~Figure 9.11.080-6~~	Figure 9.11.080-6 Parking Space Striping Requirements modified to reflect both 16 feet and 18 feet in depth parking spaces labeled as 911.080-6A and 9.11.080-6B
Section C 1. Drainage. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.	Section C 1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.
Figure 9.11.080-6	Figure 9.11.080-6, Parking Space Striping Requirements-- modified to reflect parking space dimension requirements.
Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer.	Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use permeable surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

9.11.100 Circulation-Pedestrian

CURRENT	PROPOSED
Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation.	Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of permeable paving surfaces is recommended where feasible.

9.16 Design Guidelines

9.16.010 Introduction and scope of guidelines.

CURRENT	PROPOSED
~~Section A.~~ ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commissions and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~	Section A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

9.16.110 Objectives, generally.

CURRENT	PROPOSED
Section C. 6. Providing for conservation of	Section C. 6. Providing for conservation of

natural resources through building orientation, site amenities and architectural treatment,	natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of permeable surfaces to reduce water run off;
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape requirements. ~~guidelines as adopted by Ordinance No. 247.~~

9.16.120 General guidelines.

CURRENT	PROPOSED
Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view.	Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design for aesthetics and shall convey water to landscape areas for water quality.
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape requirements. ~~guidelines as adopted by Ordinance No. 247.~~

9.16.130 Single-family residential.

CURRENT	PROPOSED
Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for	Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for

storage/yard access.	storage/yard access. Permeable surfaces are required for such areas within required setbacks.
11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements.	11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Permeable surfaces are recommended where feasible.

9.16.140 Multifamily residential shall be deleted in its entirety.

The multifamily residential design guidelines were incorporated into section 9.03.040 of the Municipal Code which was approved September 22, 2009.

9.16.150 Commercial (retail, office, mixed use).

CURRENT	PROPOSED
Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be located inside the exterior walls of a structure.	Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

9.16.160 Business park/industrial.

CURRENT	PROPOSED
Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided (Ord. 359 (Attach. 2 (part)), 1992)	Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided. Permeable surfaces are recommended where feasible. (Ord.

	359 (Attach. 2 (part)), 1992)

9.16.220 Roadway Circulation.

CURRENT	PROPOSED
Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)	Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)

9.16.235 Hillside Development.

CURRENT	PROPOSED
Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.	Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Permeable surfaces are recommended where feasible.

9.17 Landscape and Water Efficiency Requirements

9.17.050 Parking and drive-through landscape areas.

CURRENT	PROPOSED
Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and	Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance

ambient temperatures through the use of canopy trees. The following standards apply:	the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:
3. Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director. Openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality.	3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

9.17.070 Single family residential development.

CURRENT	PROPOSED
6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback.	6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

917.080 Multifamily residential development.

CURRENT	PROPOSED
Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of	Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of

plant materials, except for necessary walks and fences/walls.	plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

9.17.090 Commercial, industrial, public and quasi-public development.

CURRENT	PROPOSED
Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.	Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of permeable surface areas that reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

917.110 Erosion control/slope planting.

CURRENT	PROPOSED
5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability.	5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

917.150 Water efficiency requirements.

CURRENT	PROPOSED
New	11. Direct all runoff from roofs and hardscape areas to landscaping areas.

New	12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

ALTERNATIVES

1. Approve the proposal as submitted.
2. Approve the proposal with modifications to address City Council concerns.
3. Refer the proposal back to the Planning Commission.
4. Deny the proposal.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

The proposed amendments to the City of Moreno Valley Municipal Code would provide a comprehensive document promoting green infrastructure/Low Impact Development (LID) techniques for all projects to reduce on-site water retention and infiltration to clean the water of contaminants prior to the water being discharged form the site into storm drains and flood control channels, in compliance with the adopted 2010 NPDES MS4 permit covering the City.

NOTIFICATION

Notice of the City Council public hearing of the public notice, appeared in the *Press Enterprise* newspaper on June 3, 2011.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Ordinance for Municipal Code Amendment
3. Municipal Code Revisions for Title 9 w/strike out and additions underlined/bolded in blue.
4. Landscape Standards pages with additions bolded in blue.
5. Planning Commission Staff Report dated May 12, 2011
6. Planning Commission Minutes for May 12, 2011

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John Terell
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

NOTICE OF CITY COUNCIL PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT TO THE MUNICIPAL CODE PROVISIONS TO IMPLEMENT NEW DESIGN STANDARDS PROMOTING GREEN INFRASTRUCTURE/LID TECHNIQUES TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT WHICH IS DESIGNED TO MINIMIZE IMPACTS FROM NEW DEVELOPMENT AS WELL AS REDEVELOPMENT PROJECTS DISCHARGING URBAN WATERS TO WATERS OF THE U.S. THE RESIDENTIAL DEVELOPMENT, GRADING, PARKING, PEDESTRIAN AND LOADING REQUIREMENTS, DESIGN GUIDELINES, AND LANDSCAPE REQUIREMENTS SECTIONS HAVE BEEN REVISED.

The proposed amendment (PA10-0035) would change the various Moreno Valley Municipal Code provisions to minimize the impacts and convey surface drainage into landscape areas for water quality, retention and absorption.

The Municipal Code Amendment (PA10-0035) proposes changes to the following sections:

- 9.03 Residential Development
- 9.08 Grading
- 9.11 Parking, Pedestrian and Loading Requirements
- 9.16 Design Guidelines
- 9.17 Landscape Requirements and Landscape Standards

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. The amendment is proposed to be exempt under California Environmental Quality Act Guidelines Section 15061 as defined by Section 15378.

Any person interested in the proposed project may contact Julia Descoteaux, Associate Planner at (951) 413-3209 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday) or may telephone (951) 413-3206 for further information.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

Tuesday, June 14, 2011
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

ATTACHMENT 1

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MV00107957

ORDINANCE NO. 826

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS

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

SECTION 1. FINDINGS:

1.1 All prior enactments of the City, which are in conflict with the Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2 FINDINGS:

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on June14, 2011, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan – The proposed amendment is consistent with the General Plan and its goals, objectives, policies and programs.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment provides an update to the existing code to ensure compliance with the new National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit which was effective January 29, 2010, with compliance by July 29, 2011. The updates include sections pertaining to residential development, grading, parking pedestrian and loading requirements, design guidelines and the landscape requirements.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Intent of Zoning Regulations – The proposed amendment is consistent with the purposes and intent of Title 9 of the Municipal Code.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

3.2 Section 9.03.040 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.03.040 Residential site development standards.

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Under 40,000 s.f.	R2 district standards

Lot Size	Standards
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

B. Hillside Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community & Economic Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The

ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	**Standards**
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.

Slope Class	Standards
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

Figure 9.03.040-1
Residential Lot Information

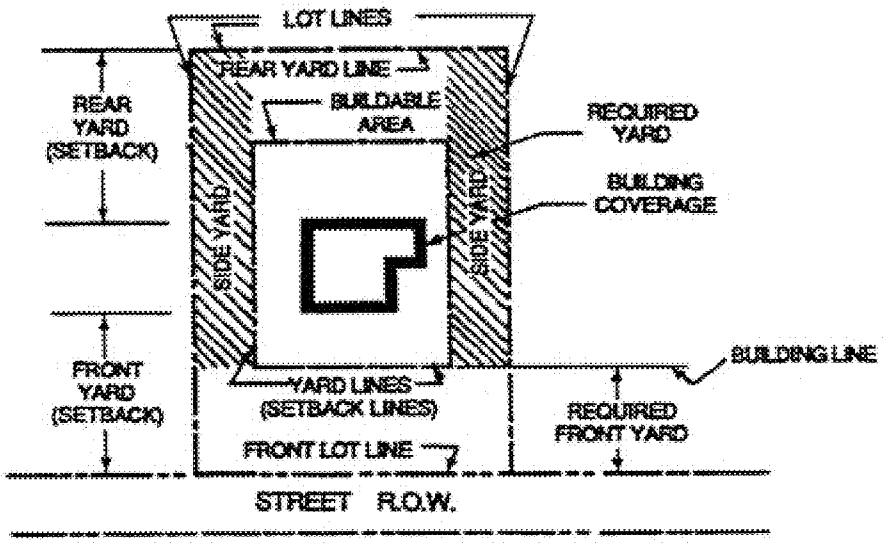

Figure 9.03.040-2
Residential Yard Descriptions

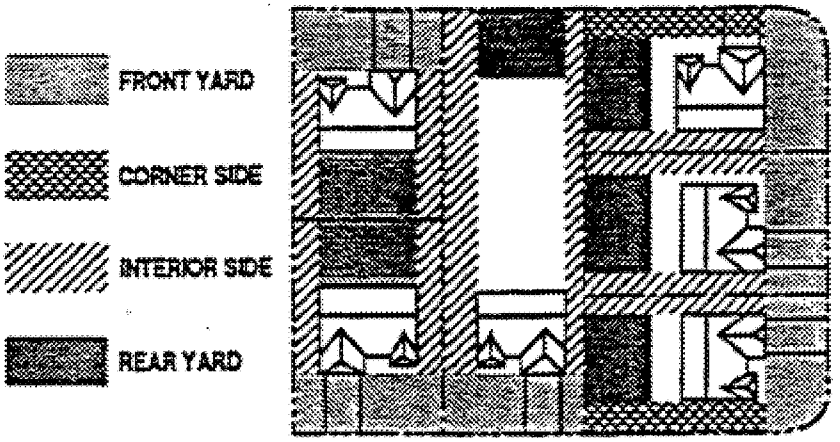

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%

Requirement	R1	R2	RA2	R3	R5	RS10
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

Notes to Residential Site Development Standards Table 9.03.040.6.

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

Table 9.03.040-7

Residential Site Development Standards

Multifamily Standards

Requirement	R10	R15	R20	R30
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet Interior side yard Street side yard	 10 20	 10 20	 10 20	 10 feet plus 2 feet for every 5 feet in height over 30 feet 20
Requirement	**R10**	**R15**	**R20**	**R30**
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

* The term "DUs" means dwelling units.

Note to Residential Site Development Standards Table 9.03.040-7.

1. Minimum dwelling sizes in multiple-family projects shall be as follows:

a. One bedroom: four hundred fifty (450) square feet;

b. Two bedroom: eight hundred (800) square feet;

c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

b. Automatic garage door openers;

c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce run off.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.

11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.

12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.

13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.

14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.

15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.

16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

a. Intimate, shaded outdoor seating areas;

b. A network of pathways, providing interesting walking experiences;

c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;

d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;

e. Security;

f. Direct ambulance access (senior housing projects);

g. Parking close to units;

h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.72, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)"

3.3 Section 9.08.080 Grading of Chapter 9 of the City of Moreno Valley Municipal Code is herby amended to read as follows:

"9.08.080 Grading.

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to

the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope to landscape areas or pervious surfaces unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in

accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003: Ord. 359 (part), 1992)"

3.4 Section 9.11 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"9.11.010 Purpose and intent.

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;

B. Ensure the maneuverability of emergency and service vehicles;

C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;

D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and

E. Implement general plan circulation and energy conservation policies; and

F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters."

"9.11.040 Off-street parking requirements.

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			

Use	Requirement	Covered Parking	Notes
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	

Commercial Uses	Requirement	Notes
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal

requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	**Number of Accessible Spaces Provided**
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot

loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)"

"9.11.060 Off-street bicycle parking requirements.

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000: Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)"

"9.11.070 Adjustments to off-street parking requirements.

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the Community & Economic Development Director, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading

spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)"

"9.11.080 Design standards.

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation

system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback). (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

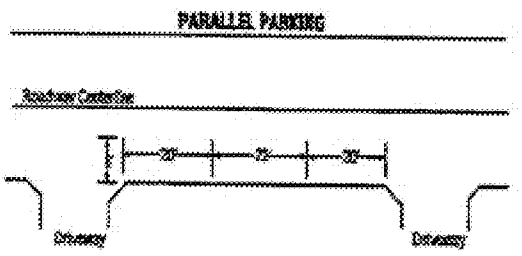

Figure 9.11.080-4

Dimensions of Parallel Parking Spaces

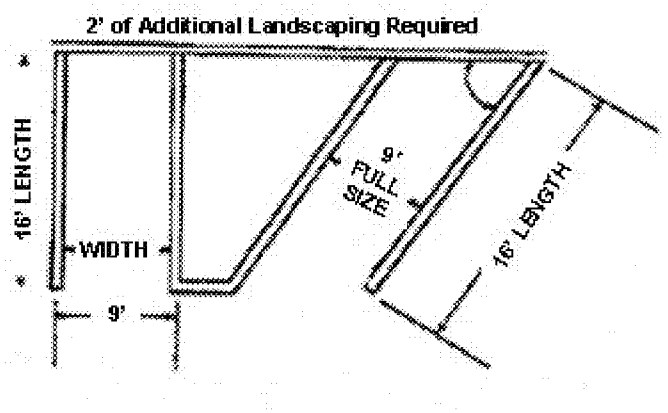

Figure 9.11.080-5

Nonparallel Parking Spaces

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve (12) inches) or as otherwise specified by the Building Official.

b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.

d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.

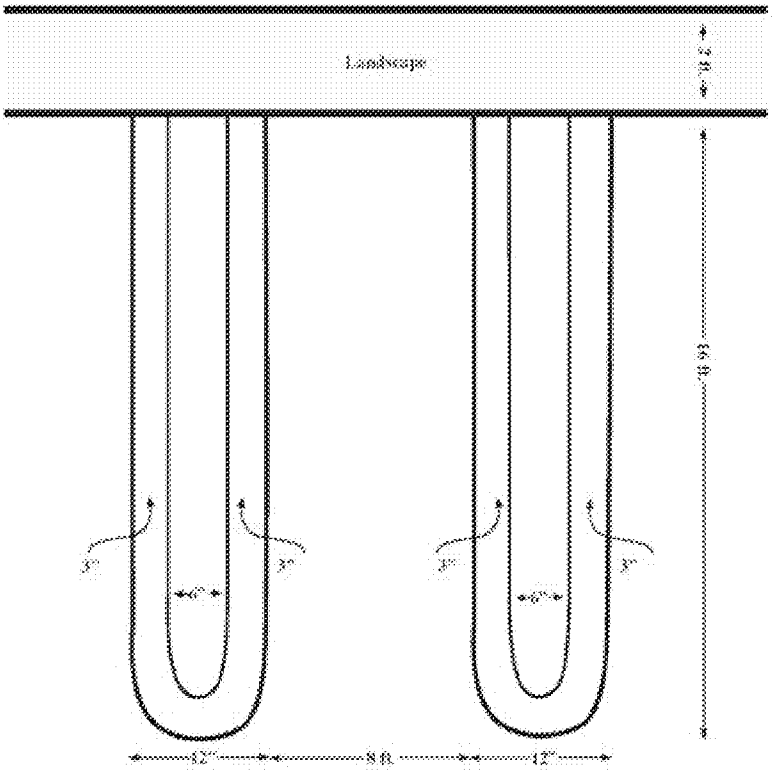

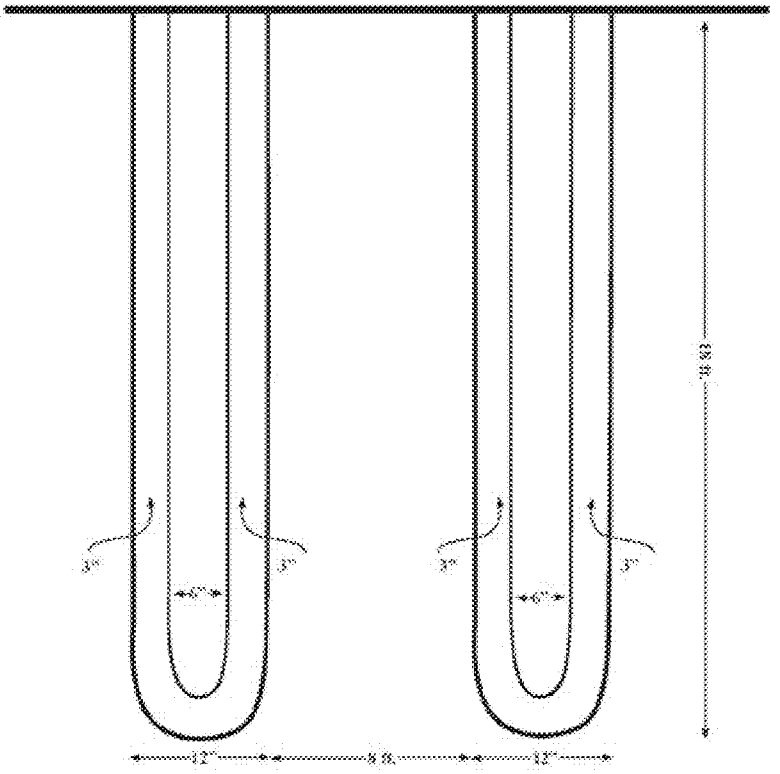

Figure 9.11.080-6A **Figure 9.11.080-6B**

<u>Parking Space Striping Requirements</u>

* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall pre-empt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at

the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of

this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking spaces in order to reach the building's main entrance.

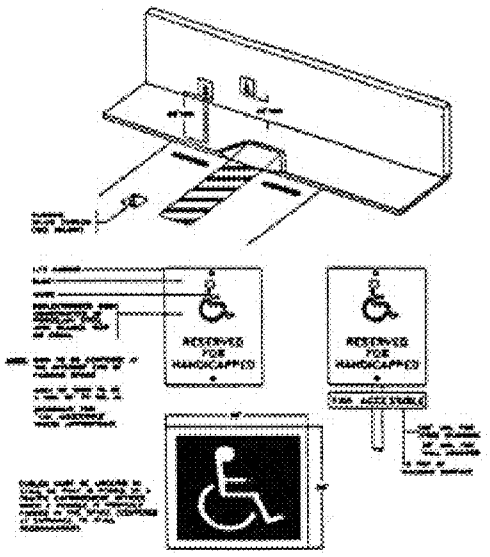

Figure 9.11.080-7

Accessible Parking Stall Requirement

* Ramps shall include a curb-cut type design

* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

Table 9.11.080-13
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius[1]	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing[2]	
From side property line	10 feet
From street corner	25 feet
Angle[3]	75°

[1] On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.
[2] Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.
[3] Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

Table 9.11.080-14

Street Classification	Distance from a Driveway to an Intersection	Spacing Between Adjacent Driveways
Expressway 134′ ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134′ ROW/120′ ROW		One driveway per parcel
Divided Arterial	Limited Access* **	Minimum 250 feet
110′ ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100′/88′/78′ ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66′ ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

* Access may be limited to the minimum movements necessary to safely expedite traffic.
** Access may be restricted by medians.
***For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002;

Ord. 557 § 2.6, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992)"

"9.11.100 Circulation—Pedestrian.

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of pervious paving surfaces is recommended where feasible.

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)"

3.6 Title 9.16 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.16.010 Introduction and scope of guidelines.

A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city's design standards to new development and to remodels, upgrading design citywide and implementing the general plan's policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When

combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.110 Objectives, generally.

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakening an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off;

7. Working in concert with the city's landscape requirements.

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);

5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.120 General guidelines.

A. General guidelines apply to all uses and projects citywide.

1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.

2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.

3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.

4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.

5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.

6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.

7. Natural drainage courses should be retained in their natural state.

8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.

9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.

10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.

11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)

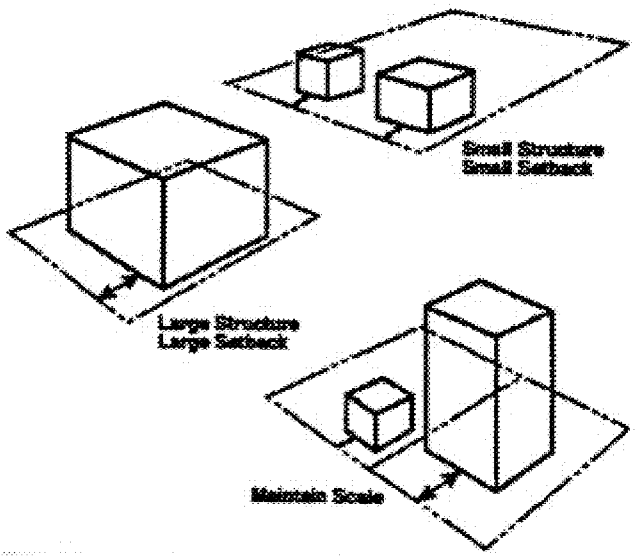

Setbacks in Scale with Building Bulk

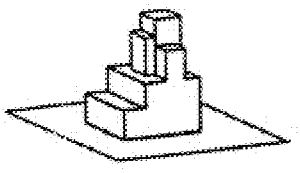

Taller Buildings Stepping Back from Street

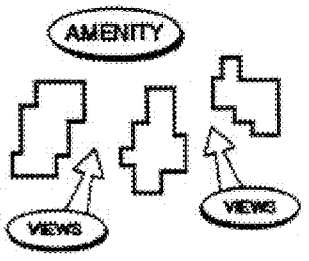

Preserve New Corridors

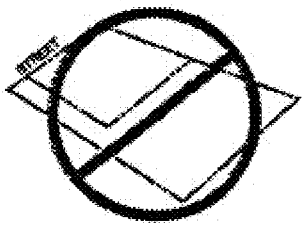

Discourage Flag Lots

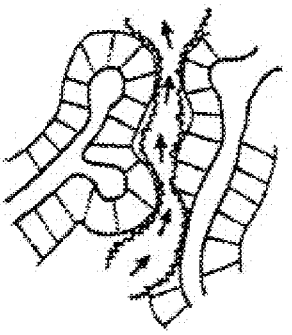

Drainage Course Retained in Natural State

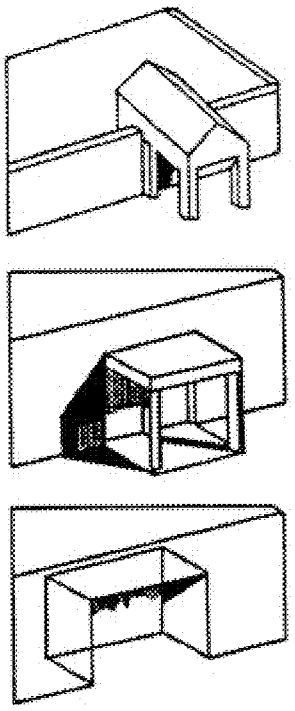

Articulated Building Entries

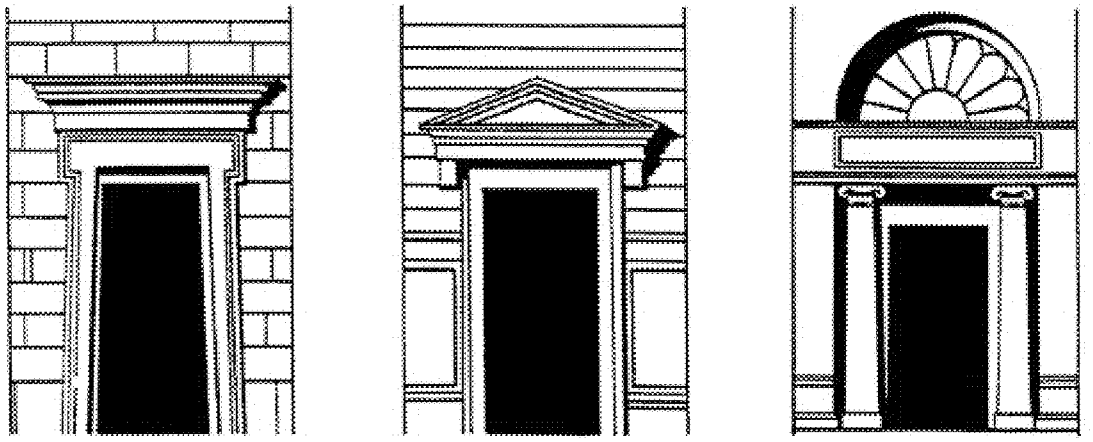

Detailed Design Elements for Building Entries"

"9.16.130 Single-family residential.

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

Designation	**Maximum Density**
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre”

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

a. Provide projecting and/or recessed entries and windows.

b. Include projecting or recessed balconies.

c. Front porch with a minimum depth of five feet.

d. Dormer windows.

e. Minimum eighteen (18”) inch roof overhangs with detailed rafter tails.

f. Offset building planes a minimum of two feet.

g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks. Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. Pervious surfaces are required for such areas within required setbacks.

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Pervious surfaces are recommended where feasible.

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
5-9	1	2
10-24	2	3
25-49	3	3
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)"

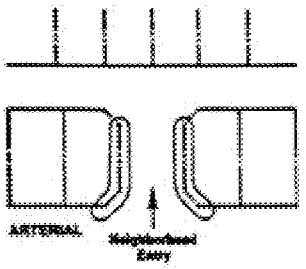

Landscape Treatment Areas at Neigborhood Entries

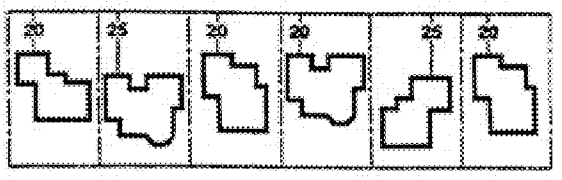

Vary Setbacks by at Least Five Feet

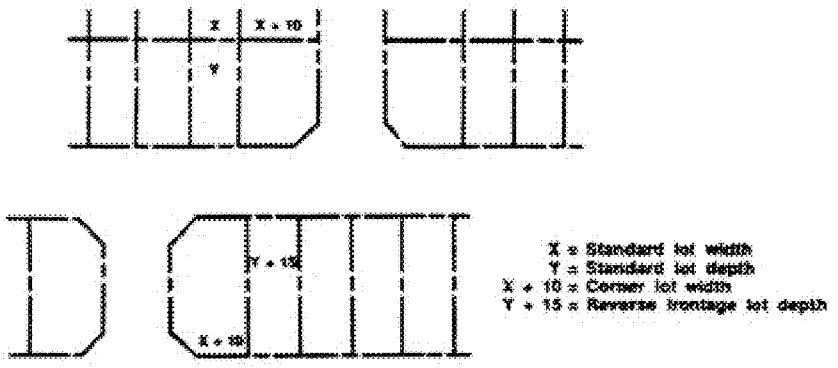

Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots

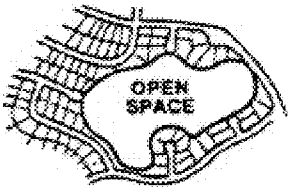

Use Curvilinear Elements and Orient Roads to Open Space and

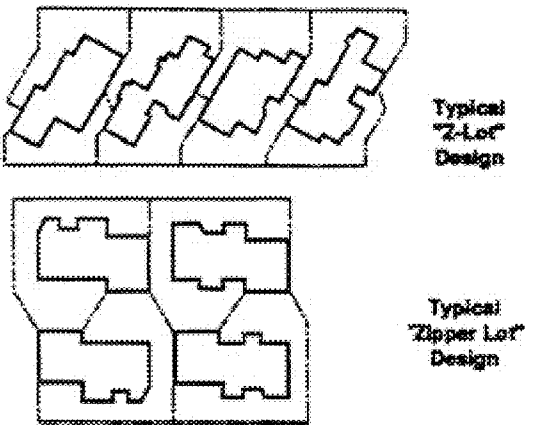

Innovative Subdivision Design

Views

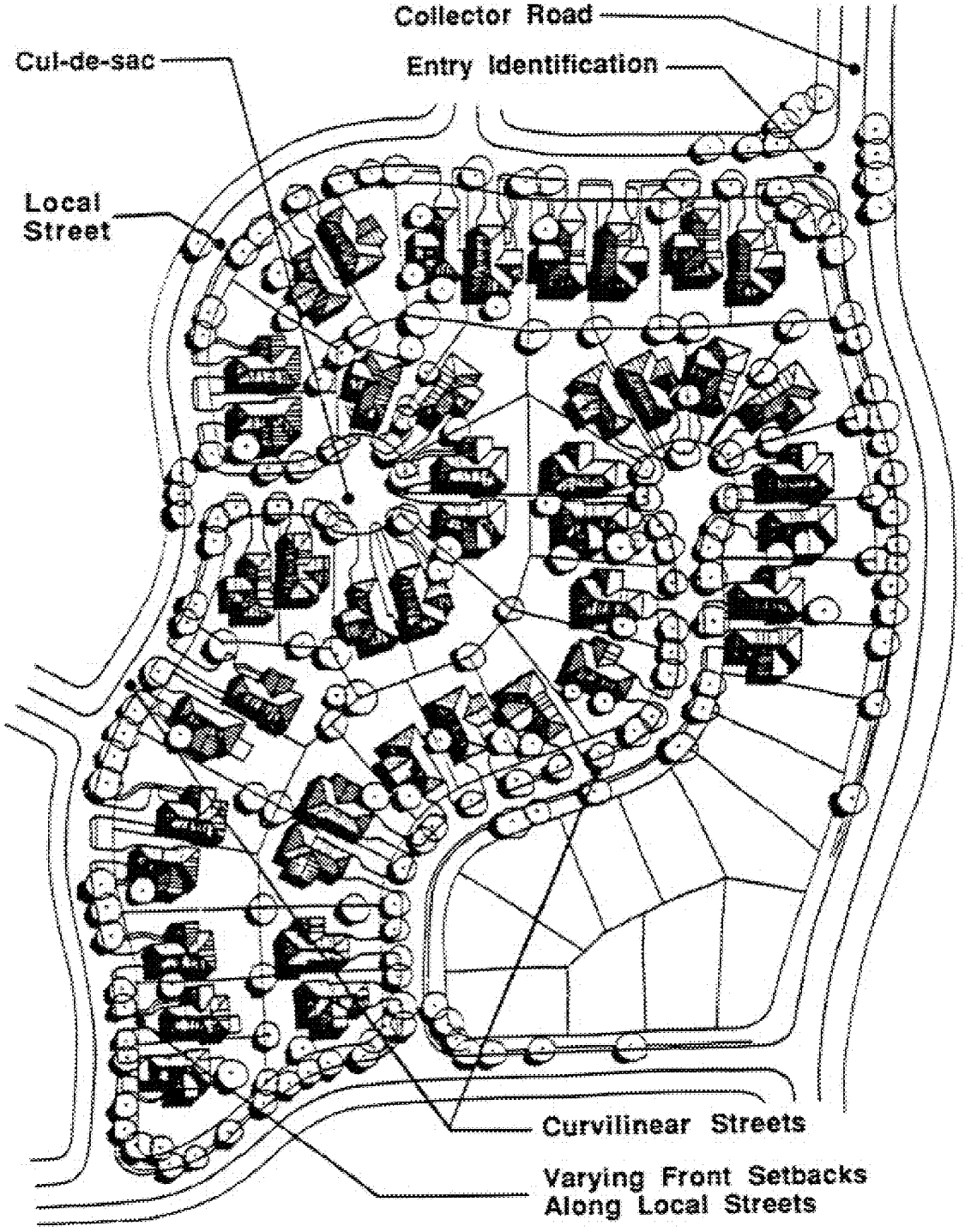
Collector Road
Cul-de-sac
Entry Identification
Local Street
Curvilinear Streets
Varying Front Setbacks Along Local Streets

"9.16.140 Multi-Family Residential.

Section, 9.16.140 shall be removed from Section 9.16 the City of Moreno Valley Municipal Code."

"9.16.150 Commercial (retail, office, mixed use).

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a "turn-of-the-century" architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.

5. Architectural elements shall be an integral part of the facade design, avoiding the "pasted-on" look.

6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.

7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.

8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.

9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.

10. Continuous building mass should be divided into smaller units, providing both variety and scale.

11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.

12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.

13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.

15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.

16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial "crossover."

17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.

18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The “strip” commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

29. Architectural design of new projects shall be mindful of the surrounding district’s urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)

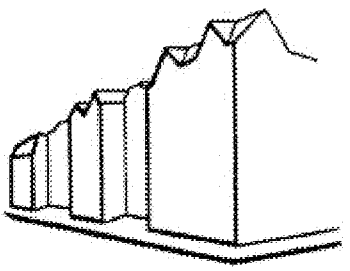

Continuous Mass Divided to Provide Scale

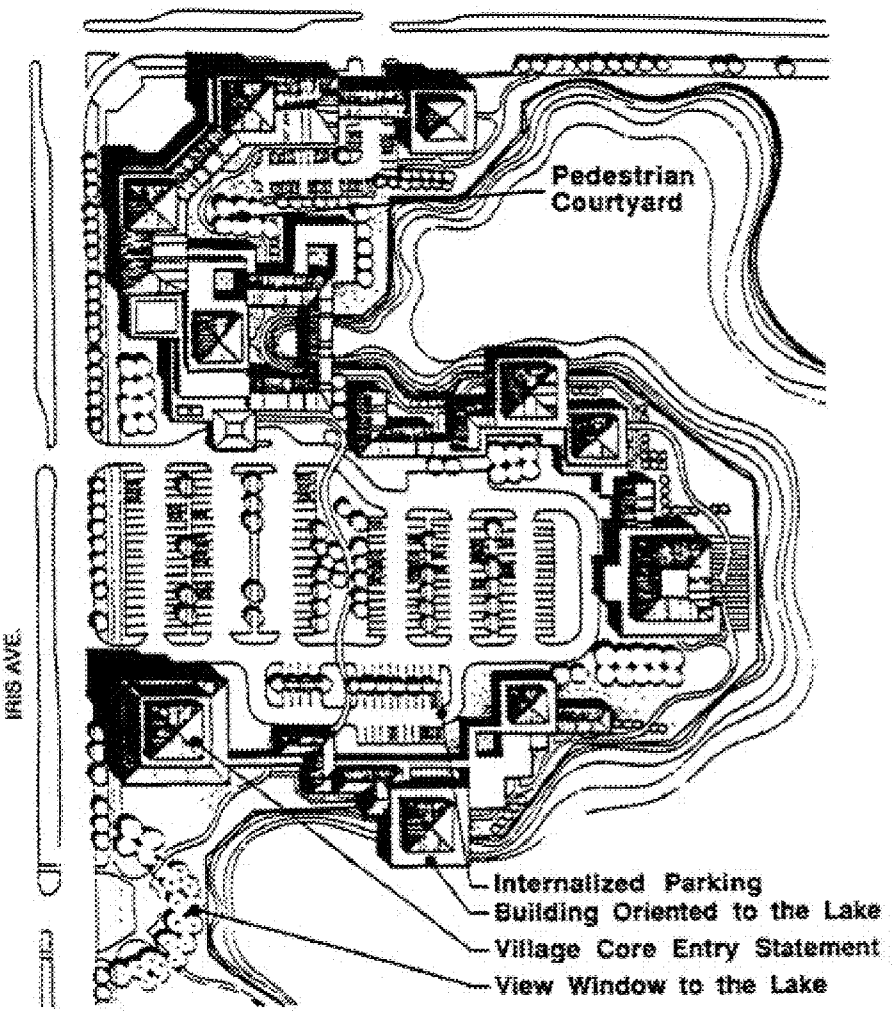

Commercial Center with Separated Pedestrian and Auto Circulation"

"9.16.160 Business park/industrial.

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an “up-scale” image for the community.

2. Clean, contemporary architectural expressions are encouraged.

3. All sides of all buildings shall have architectural treatment.

4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.

5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.

6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.

7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.

8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project’s architecture.

9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.

10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.

11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.

12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.

13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.

14. Courtyards for resting, gathering and eating by employees shall be provided. Pervious surfaces are recommended where feasible. (Ord. 359 (Attach. 2 (part)), 1992)

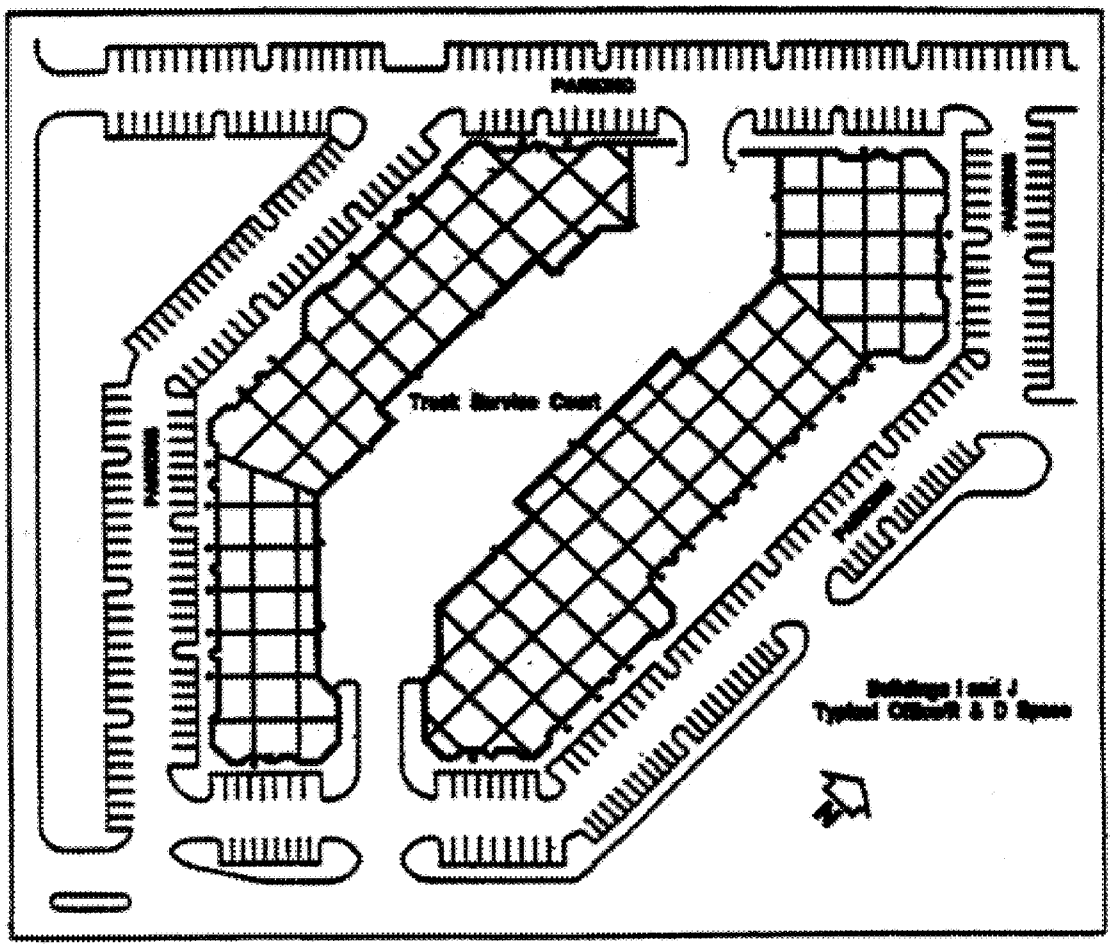

"

"9.16.190 Natural open space standards.

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:

a. Undeveloped natural areas, that which has been left in its natural state;

b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.

2. The following shall guide the location of undeveloped natural areas:

a. Contiguous areas along drainage channels;

b. Ten (10) foot minimum widths adjacent to roadway improvements;

c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;

d. Areas contiguous with other natural areas of adjacent properties;

e. Areas containing rock outcroppings;

f. Areas containing soils with high permeability;

g. Significant stands or clusters of native vegetation;

h. Known or discovered archeological or paleontological sites.

3. The following shall guide the location of restored natural areas:

a. In required setbacks;

b. Adjacent to common recreation facilities;

c. Along roadway improvements or over utility easements;

d. Fuel modification zones, as required by the fire department.

4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

Table 9.16.190A

Natural Area Open Space Requirements

Average Percent Slope	Minimum Percent of Site to Remain as Natural Area Open Space
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.

b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.

c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.

d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the Community & Economic Development Director or designee.

e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.

f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by the city council. A landscaping program for restored natural areas shall be approved by the Community & Economic Development Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.200 Landscaping.

A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.

B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the Community & Economic Development Director.

C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.

D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.

E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.

F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003: Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.210 Grading.

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. "Landforming" shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community & Economic Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope's capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.

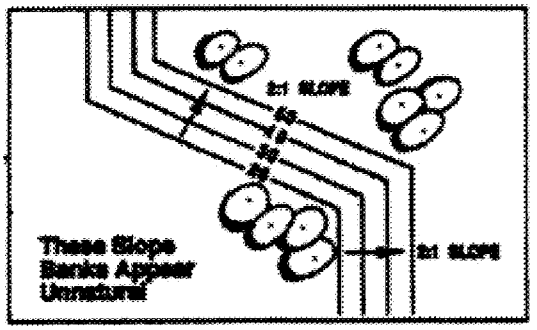

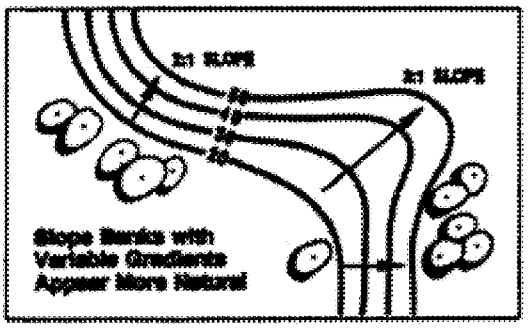

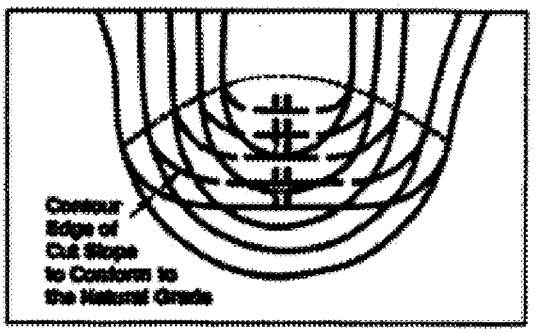

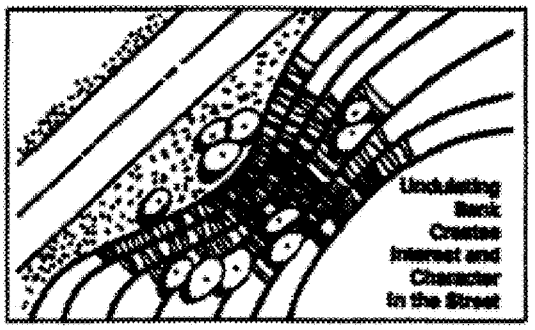

J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.220 Roadways and circulation.

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Pervious surfaces are recommended where feasible.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch

should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)"

3.7 Section 9.17 Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"9.17.030 Landscape and irrigation design standards.

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside's Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project's water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.

The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council www.cal-ipc.org). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.

2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.

3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.

4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.

5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.

6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.

7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.

2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.

3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.

4. All landscape plans shall indicate mature tree canopy diameters.

5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.

6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.

7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved "smart" automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and/or soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip, bubbler-type and rotor sprays or stream roter sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the Community & Economic Development Director.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)"

"9.17.050 Parking and drive-through landscape areas.

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)"

"9.17.070 Single-family residential development.

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved "smart irrigation" controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)"

"9.17.080 Multifamily residential development.

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)"

"9.17.090 Commercial, industrial, public and quasi-public development.

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of pervious surface areas that reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)"

"9.17.110 Erosion control/slope planting.

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.

4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)"

"9.17.130 Water quality landscape designs.

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community & Economic Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)"

"9.17. 150 Water Efficiency Requirements.

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions."

SECTION 4 EFFECT OF ENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 5 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

9.03.040 Residential site development standards.

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate

governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Under 40,000 s.f.	R2 district standards
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

B. Hillside Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community **& Economic** Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	**Standards**
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

Figure 9.03.040-1
Residential Lot Information

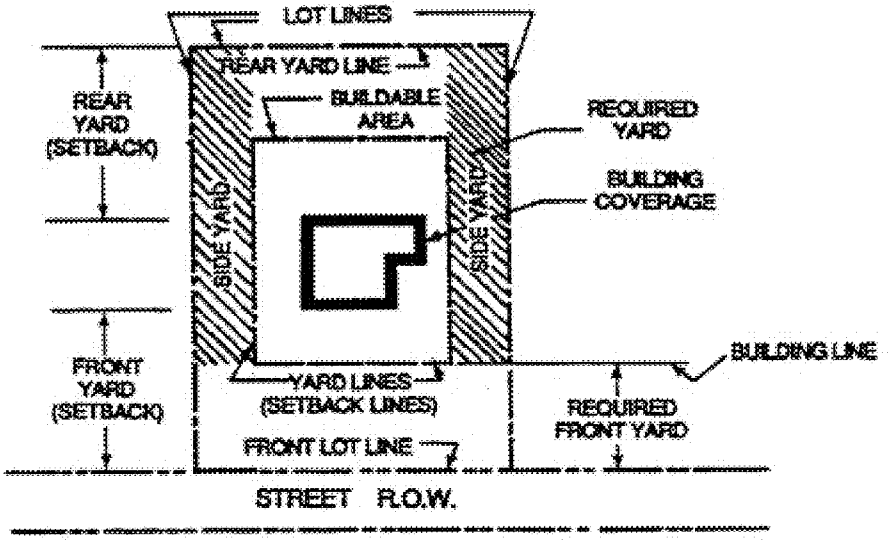

Figure 9.03.040-2
Residential Yard Descriptions

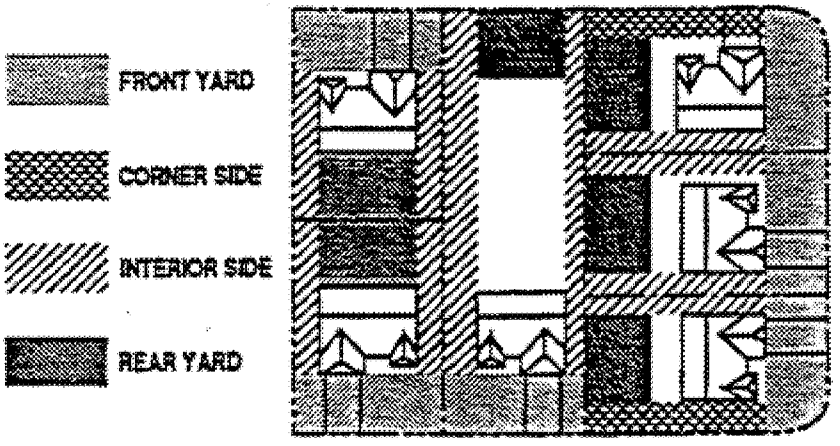

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

Notes to Residential Site Development Standards Table 9.03.040.6.

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

Table 9.03.040-7

Residential Site Development Standards

Multifamily Standards

Requirement	**R10**	**R15**	**R20**	**R30**
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet				
Interior side yard	10	10	10	10 feet plus 2 feet for every 5 feet in height over 30 feet
Street side yard	20	20	20	20
Requirement	**R10**	**R15**	**R20**	**R30**
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

* The term "DUs" means dwelling units.

Note to Residential Site Development Standards Table 9.03.040-7.

1. Minimum dwelling sizes in multiple-family projects shall be as follows:

a. One bedroom: four hundred fifty (450) square feet;

b. Two bedroom: eight hundred (800) square feet;

c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

b. Automatic garage door openers;

c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds,

tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials **to include water efficient native plants,** except for necessary walks and fences. **Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces**. **Hardscape areas are**

recommended to be constructed with pervious surfaces where feasible to reduce run off.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The ~~c~~**C**ommunity **& Economic** ~~d~~**D**evelopment ~~d~~Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. **Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.**

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.

11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.

12. ~~Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.~~ **Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.**

13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.

14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.

15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.

16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include

interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

a. Intimate, shaded outdoor seating areas;

b. A network of pathways, providing interesting walking experiences;

c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;

d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;

e. Security;

f. Direct ambulance access (senior housing projects);

g. Parking close to units;

h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.72, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)

9.08.080 Grading.

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope ~~toward, rather than away from the street,~~ **to landscape areas or pervious surfaces** unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003: Ord. 359 (part), 1992)

Chapter 9.11 PARKING, PEDESTRIAN AND LOADING REQUIREMENTS

9.11.010 Purpose and intent.

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;

B. Ensure the maneuverability of emergency and service vehicles;

C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;

D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and

E. Implement general plan circulation and energy conservation policies; **and** ~~(Ord. 359 (part), 1992)~~

F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.

9.11.040 Off-street parking requirements.

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the ~~minimum~~ **required** off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. **Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:**

Table 9.11.040A-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.

Use	~~Minimum~~ Requirement	Covered Parking	Notes
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	~~Minimum~~ Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	

Commercial Uses	**~~Minimum~~ Requirement**	**Notes**
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	

Commercial Uses	~~Minimum~~ Requirement	Notes
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to
Research and development	1/350 sq. ft. of gross floor area	

Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	the loading parking stall already provided at the dock door.

Table 9.11.040D-12

Off-Street Parking Requirements

Use	~~Minimum~~ Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and

facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	**Number of Accessible Spaces Provided**
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

9.11.060 Off-street bicycle parking requirements.

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. **Pervious pavement is recommended**.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from

damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000: Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)

9.11.070 Adjustments to off-street parking requirements.

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the **C**ommunity & **Economic D**evelopment **D**irector, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a

determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)

9.11.080 Design standards.

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses

that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width **and sixteen (16)** feet in depth of **paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback).** (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

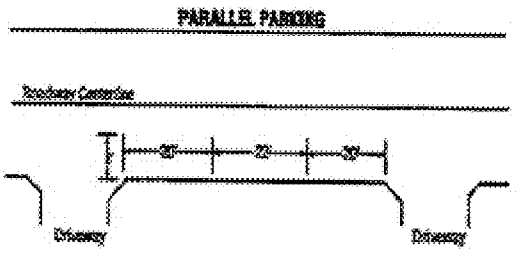

Figure 9.11.080-4

Dimensions of Parallel Parking Spaces

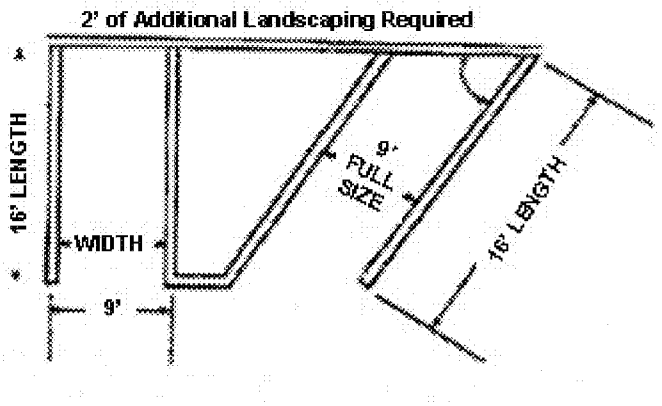

Figure 9.11.080-5

Nonparallel Parking Spaces

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. **Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading.** All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve (12) inches) or as otherwise specified by the **B**uilding **O**fficial.

b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.

d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.

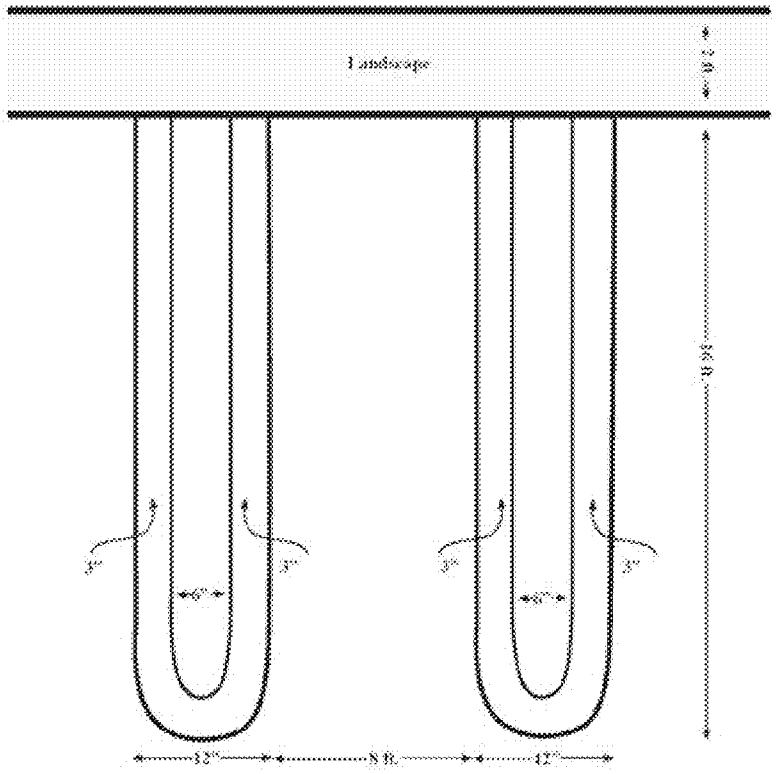

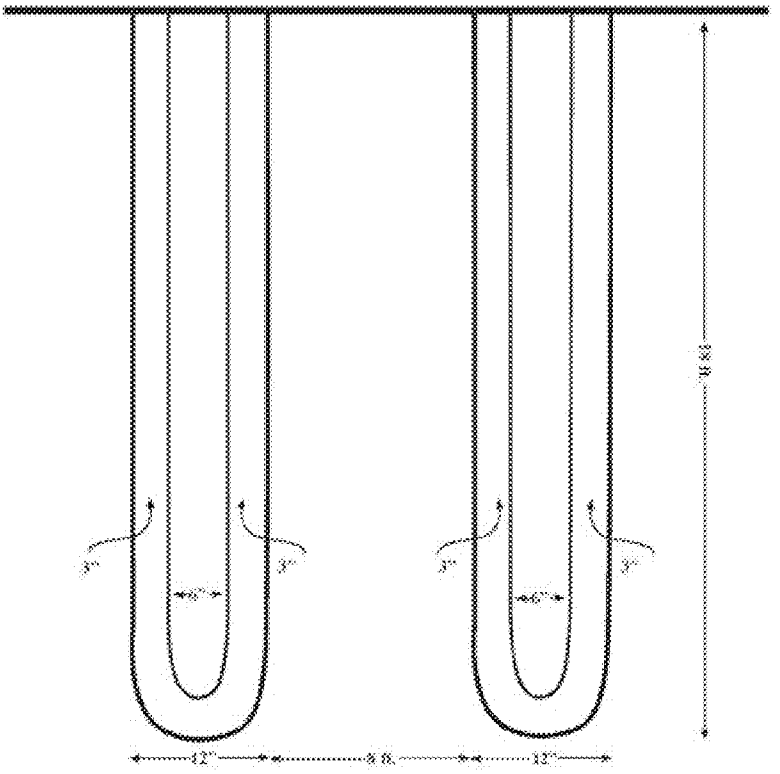

Figure 9.11.080-6A **Figure 9.11.080-6B**

Parking Space Striping Requirements

* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall pre-empt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material

approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking

spaces in order to reach the building's main entrance.

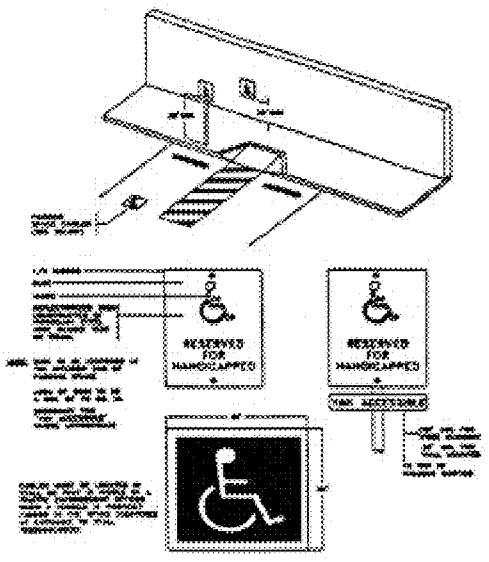

Figure 9.11.080-7

Accessible Parking Stall Requirement

* Ramps shall include a curb-cut type design

* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. **Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.**

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

Table 9.11.080-13
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius[1]	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing[2]	
From side property line	10 feet
From street corner	25 feet
Angle[3]	75°

[1] On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.
[2] Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.
[3] Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

Table 9.11.080-14

Street Classification	Distance from a Driveway to an Intersection	Spacing Between Adjacent Driveways
Expressway 134′ ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134′ ROW/120′ ROW		One driveway per parcel

Divided Arterial	Limited Access* **	Minimum 250 feet
110′ ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100′/88′/78′ ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66′ ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

* Access may be limited to the minimum movements necessary to safely expedite traffic.
** Access may be restricted by medians.
*** For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002; Ord. 557 § 2.6, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992)

9.11.100 Circulation—Pedestrian.

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. **The use of pervious paving surfaces is recommended where feasible.**

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)

9.16.010 Introduction and scope of guidelines.

A. ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commission's and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~

A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city's design standards to new development and to remodels, upgrading design citywide and implementing the general plan's policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)

Article III Applications for Site Design and Architecture

9.16.110 Objectives, generally.

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakening an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, **including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off**;

7. Working in concert with the city's landscape **requirements.** ~~guidelines as adopted by Ordinance No. 247.~~

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);

5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)

9.16.120 General guidelines.

A. General guidelines apply to all uses and projects citywide.

1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.

2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.

3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.

4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.

5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.

6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.

7. Natural drainage courses should be retained in their natural state.

8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.

9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.

10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.

11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. **Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.**

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)

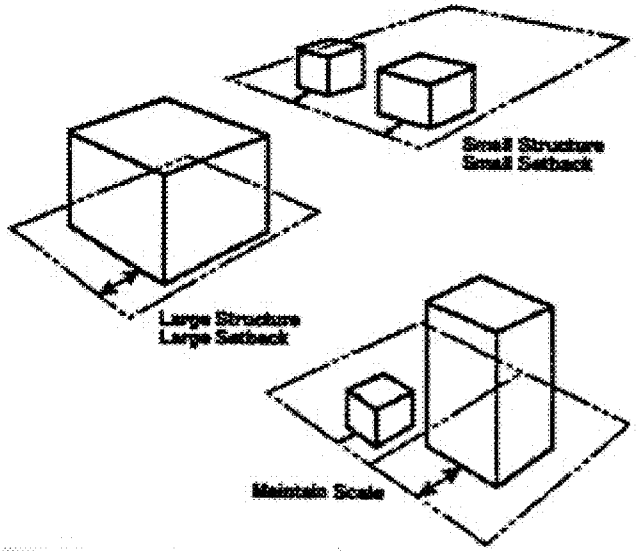

Setbacks in Scale with Building Bulk

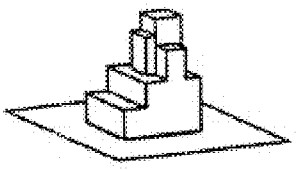

Taller Buildings
Stepping Back from Street

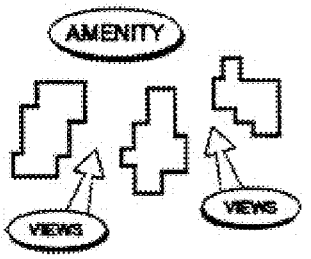

Preserve New Corridors

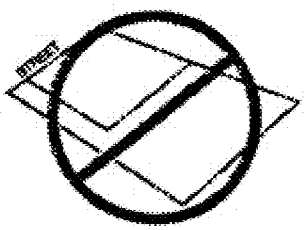

Discourage Flag Lots

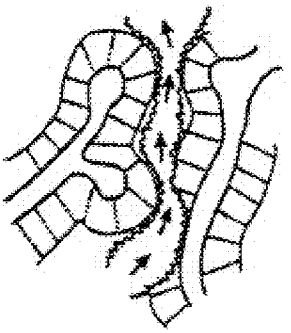

Drainage Course Retained
in Natural State

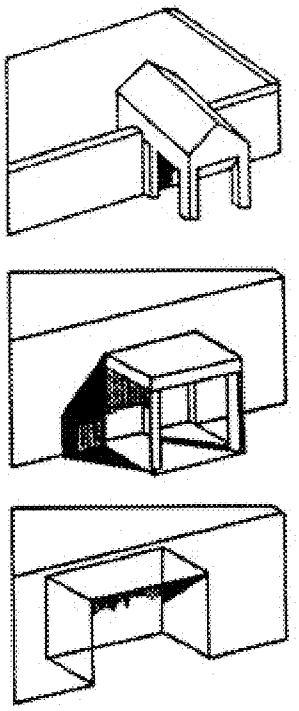

Articulated Building Entries

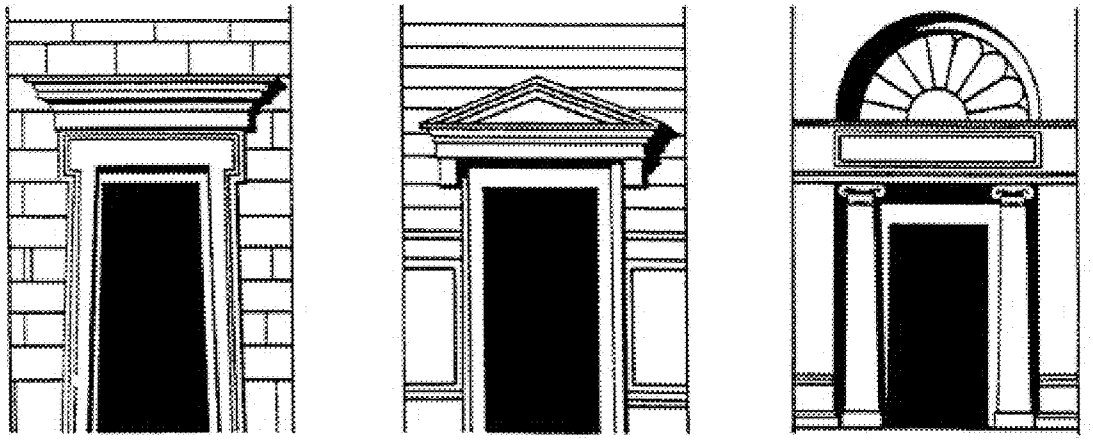

Detailed Design Elements for Building Entries

9.16.130 Single-family residential.

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

Designation	Maximum Density
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre

Designation	Maximum Density
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre"

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

a. Provide projecting and/or recessed entries and windows.

b. Include projecting or recessed balconies.

c. Front porch with a minimum depth of five feet.

d. Dormer windows.

e. Minimum eighteen (18") inch roof overhangs with detailed rafter tails.

f. Offset building planes a minimum of two feet.

g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks.

Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. **Pervious surfaces are required for such areas within required setbacks.**

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. **Pervious surfaces are recommended where feasible.**

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

Number of Units	**Minimum # of Footprints***	**Minimum # of Elevations/ Footprints**
5-9	1	2
10-24	2	3
25-49	3	3

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)

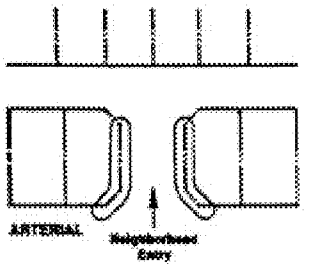

Landscape Treatment Areas at Neigborhood Entries

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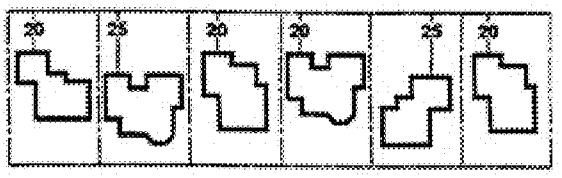

Vary Setbacks by at Least Five Feet

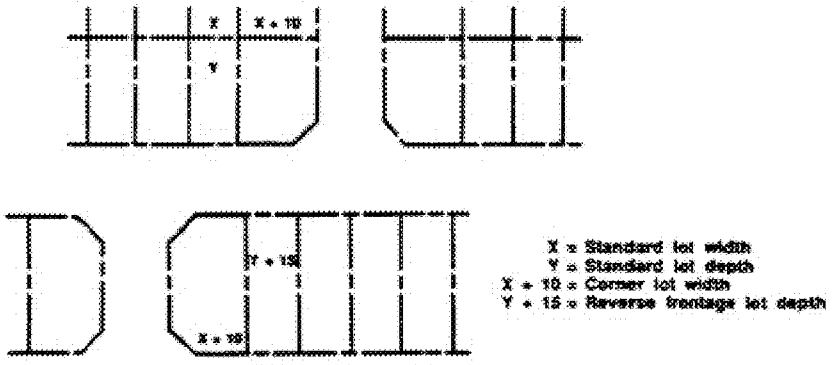

Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots

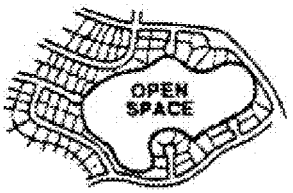

Use Curvilinear Elements and Orient Roads to Open Space and Views

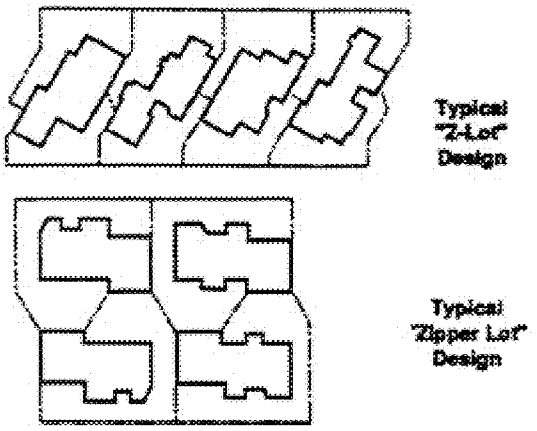

Innovative Subdivision Design

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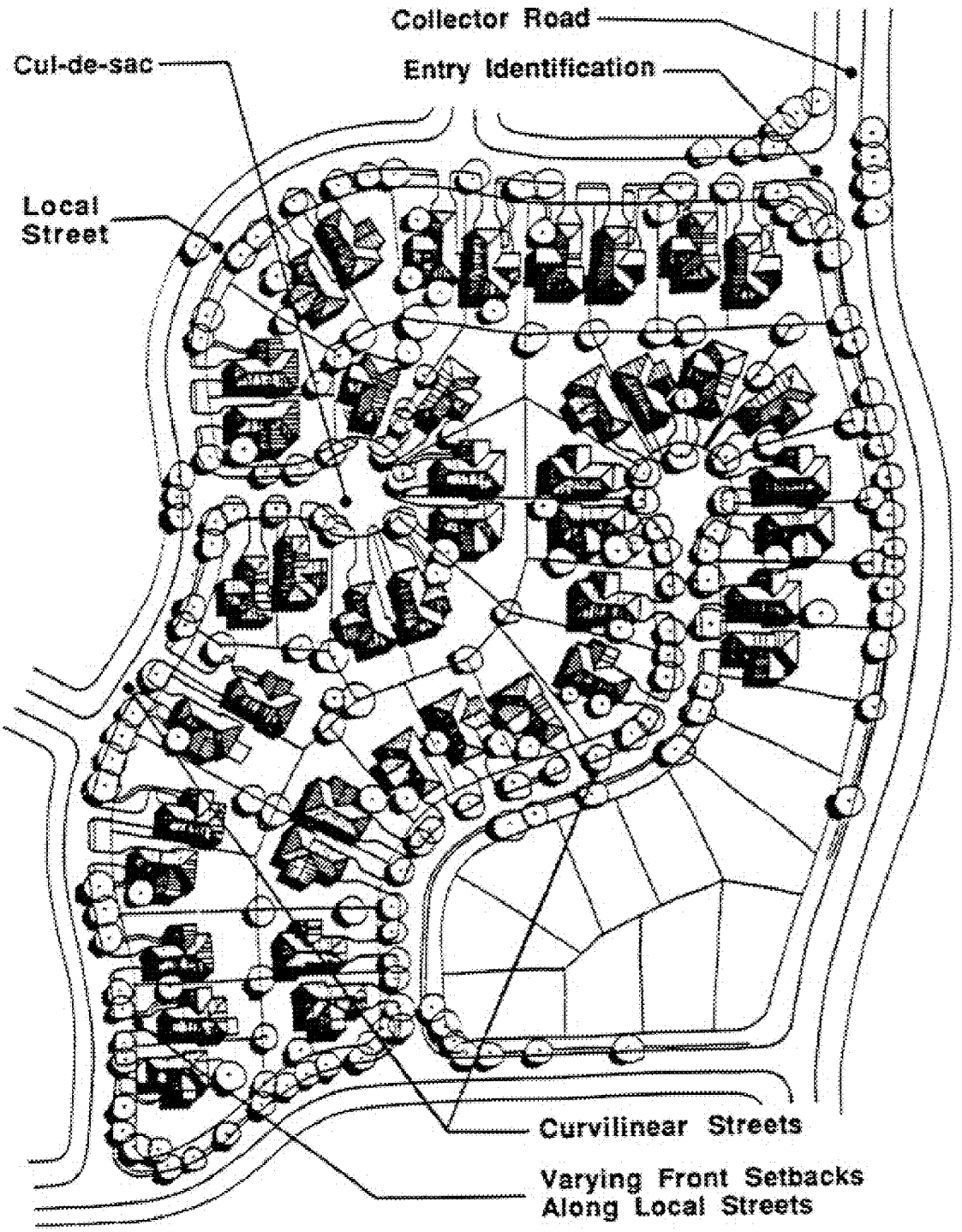

~~9.16.140 Multifamily residential.~~

~~A. These guidelines deal with multifamily residential (R10, R15 and R20) areas as found in the general plan.~~

~~1. Residential 10: provides for a variety of residential products and encourages innovation in housing types. Single-family detached residential, single-family attached residential, multiple-family attached residential, and mobile homes may be appropriate subject to applicable general plan policies and Moreno Valley ordinance provisions.~~

~~2. Residential 15: broadens the range of available housing types, and provides housing for those not desiring dwellings on individual parcels. Single-family attached residential may be appropriate.~~

~~3. Residential 20: provides housing in a more urban setting than found in other areas of the city and provides opportunities for low and moderate income housing.~~

-

~~Table 9.16.140A~~

-

~~Designation~~	~~Maximum Density~~	~~Threshold Density~~
~~R10~~	~~10 units/acre~~	~~8 units/acre~~
~~R15~~	~~15 units/acre~~	~~12 units/acre~~
~~R20~~	~~20 units/acre~~	~~16 units/acre~~

-

~~B. General Guidelines.~~

~~1. Tuck-under parking and/or opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.~~

~~2. Parking areas should be staggered and landscaped to add visual interest, individuality, rhythm and opportunities for accent treatments.~~

~~3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.~~

~~4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.~~

~~5. Open parking areas should be clustered and treated as landscaped plazas and courts.~~

~~6. Landscaping shall be used around the perimeter of the lot, as well as within the lot reducing paved area and providing for a more pedestrian-oriented site.~~

~~7. No more than four units for a two-story structure should be served by one entry.~~

~~8. Ground-floor dwellings should have a front and back entry, one of which is the main entry for the use of guests and is oriented to their arrival points.~~

~~9. Each multiple-family unit should have at least one hundred (100) square feet of private open space which may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.~~

~~10. Individual units should have a porch or porch-like space at the front door.~~

~~11. Areas for the storage of R.V.'s, boats, and campers shall be contained within multifamily projects and shall be heavily landscaped to protect views from other developments in the community.~~

~~12. One covered parking space shall be provided for every bedroom with no more than two covered parking spaces required per unit. The guest parking spaces do not need to be covered.~~

~~13. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.~~

~~14. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors, enhanced landscaping or enhanced paving.~~

~~15. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.~~

~~16. There should be at least one trash enclosure for every twenty-four (24) residential units.~~

~~17. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.~~

~~18. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or botts dots are not an acceptable alternative.~~

~~19. Freestanding structures, like gazebos or pergolas, should be located to define activity nodes at pathway intersections or in secluded landscape areas.~~

~~20. Drive aisles with no adjacent parking shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.~~

~~21. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.~~

~~22. Senior housing needs warrant special design considerations, including:~~

~~a. Intimate, shaded outdoor seating areas;~~

~~b. A network of pathways, providing interesting walking experiences;~~

~~c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;~~

~~d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;~~

~~e. Security;~~

~~f. Direct ambulance access;~~

~~g. Parking close to units;~~

~~h. Elevators.~~

~~23. Individual dwelling units should be distinguishable from one another and have separate entrances.~~

~~24. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.~~

~~25. Stacked flat condominium arrangements shall be discouraged, while townhouse styles shall be encouraged.~~

~~26. When appropriate, multifamily projects shall be designed for the needs of families with small children, the disabled and the elderly. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.~~

~~27. Architectural features should be used to increase privacy from nearby units and common or public spaces.~~

~~28. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable shall be discouraged.~~

~~29. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each entrance of a multiple-family development. (Ord. 670 § 3.1 (part), 2004; Ord. 359 (Attach. 2 (part)), 1992)~~

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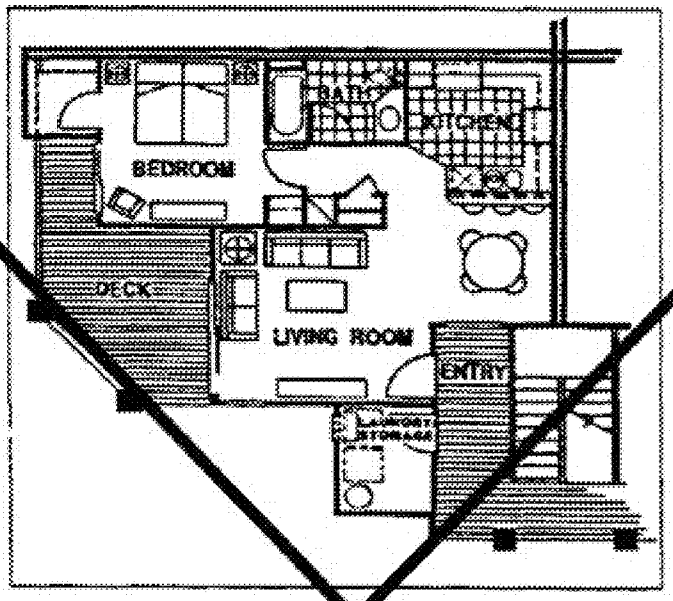

Apartment Unit With Patio Style Entry and Large Balcony

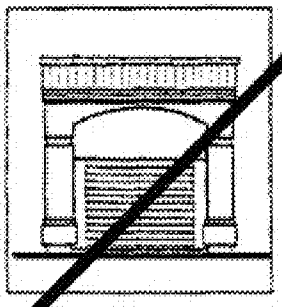

Architecturally Treated Trash Enclosure

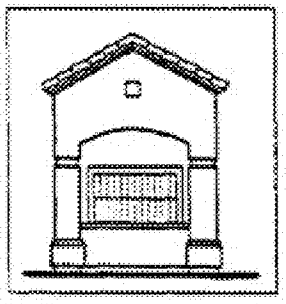

Architecturally Treated Mailbox Kiosk

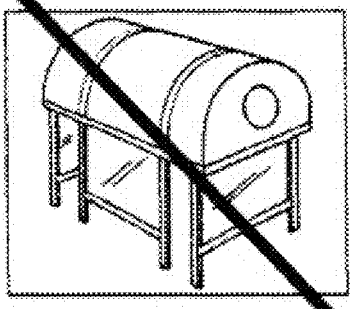

Freestanding Pergola

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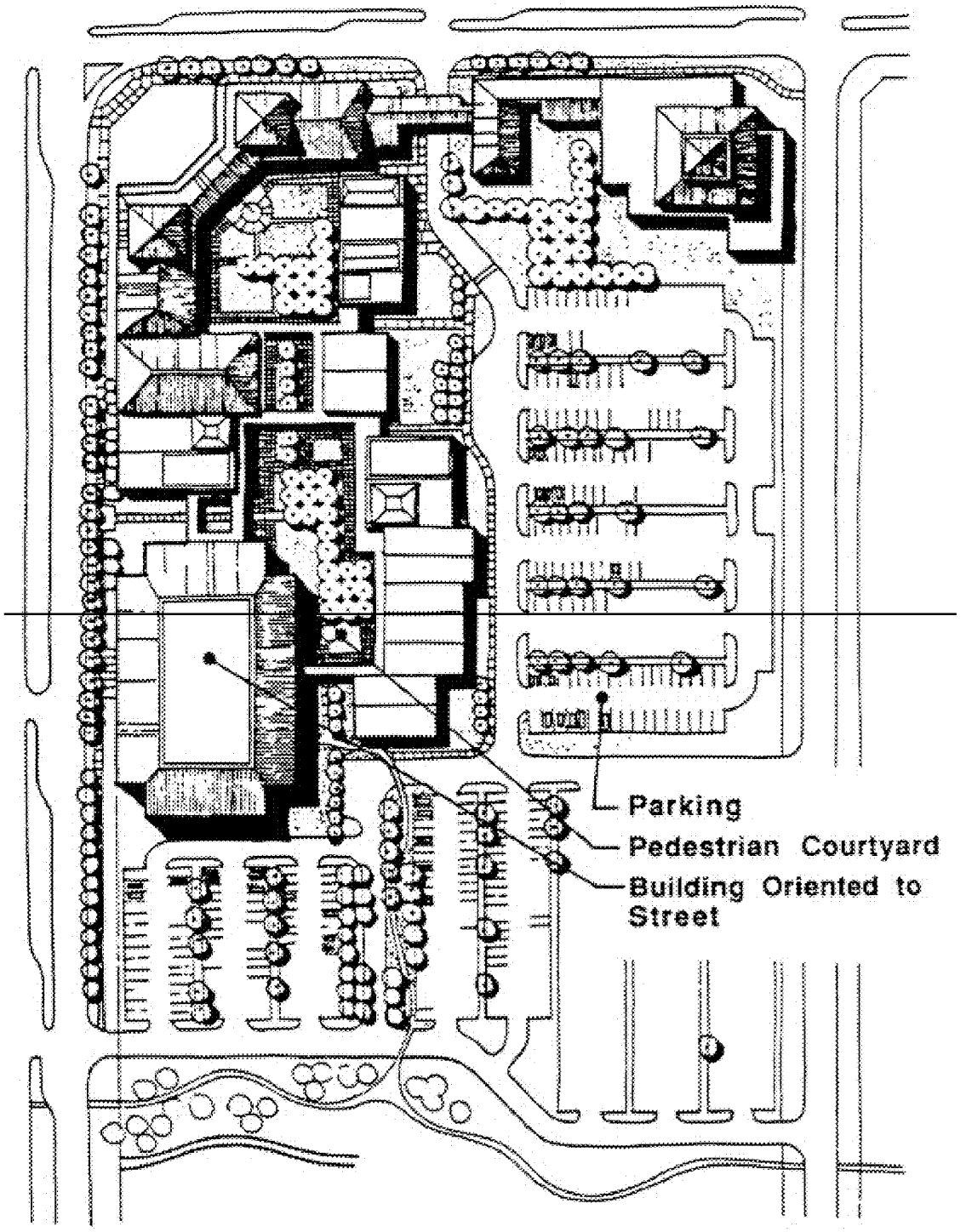

Commercial Center with Focal Points, Courtyards and Street Orientation

9.16.150 Commercial (retail, office, mixed use).

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a "turn-of-the-century" architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.

5. Architectural elements shall be an integral part of the facade design, avoiding the "pasted-on" look.

6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.

7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.

8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.

9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.

10. Continuous building mass should be divided into smaller units, providing both variety and scale.

11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.

12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.

13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.

15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.

16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial "crossover."

17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.

18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The "strip" commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and **drain into a landscape area for water quality, retention and absorption to reduce water run off**.

29. Architectural design of new projects shall be mindful of the surrounding district's urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)

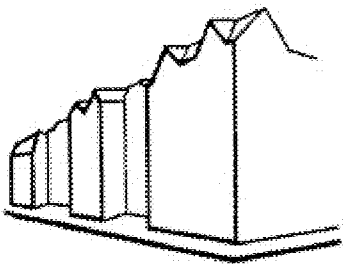

Continuous Mass Divided to Provide Scale

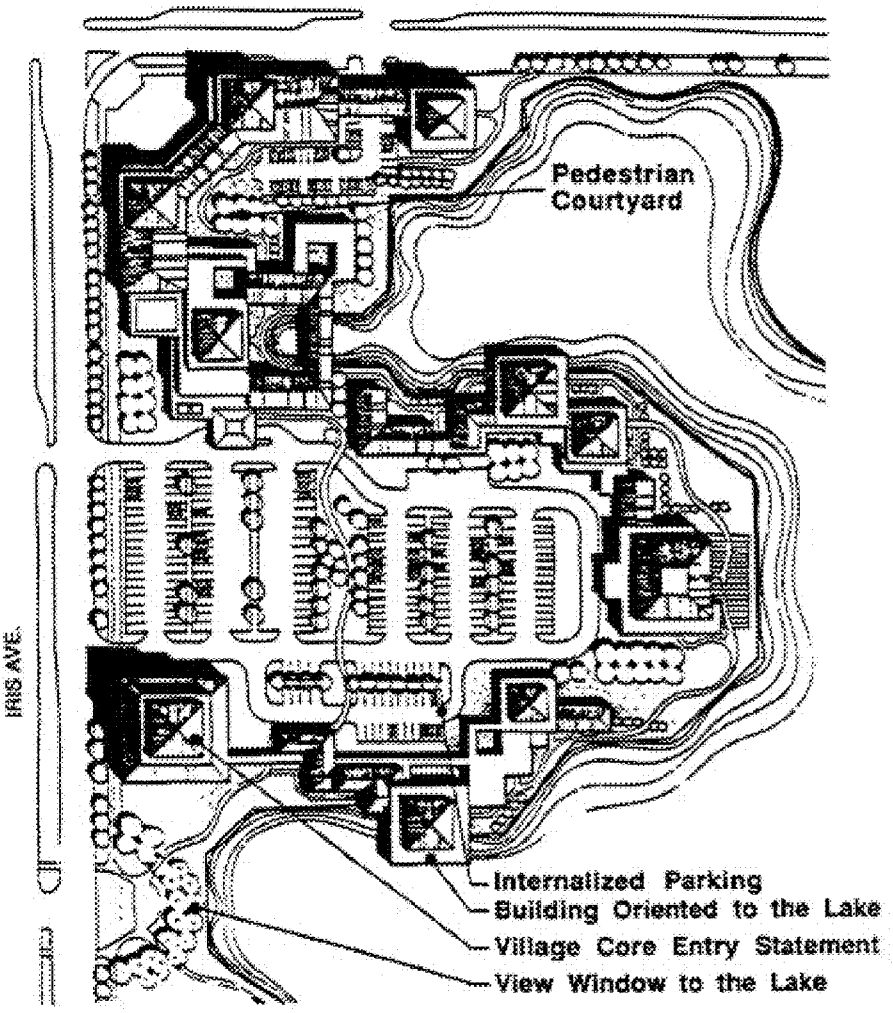

Commercial Center with Separated Pedestrian and Auto Circulation

9.16.160 Business park/industrial.

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an "up-scale" image for the community.

2. Clean, contemporary architectural expressions are encouraged.

3. All sides of all buildings shall have architectural treatment.

4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.

5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.

6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.

7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.

8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project's architecture.

9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.

10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.

11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.

12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.

13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.

14. Courtyards for resting, gathering and eating by employees shall be provided. **Pervious surfaces are recommended where feasible**. (Ord. 359 (Attach. 2 (part)), 1992)

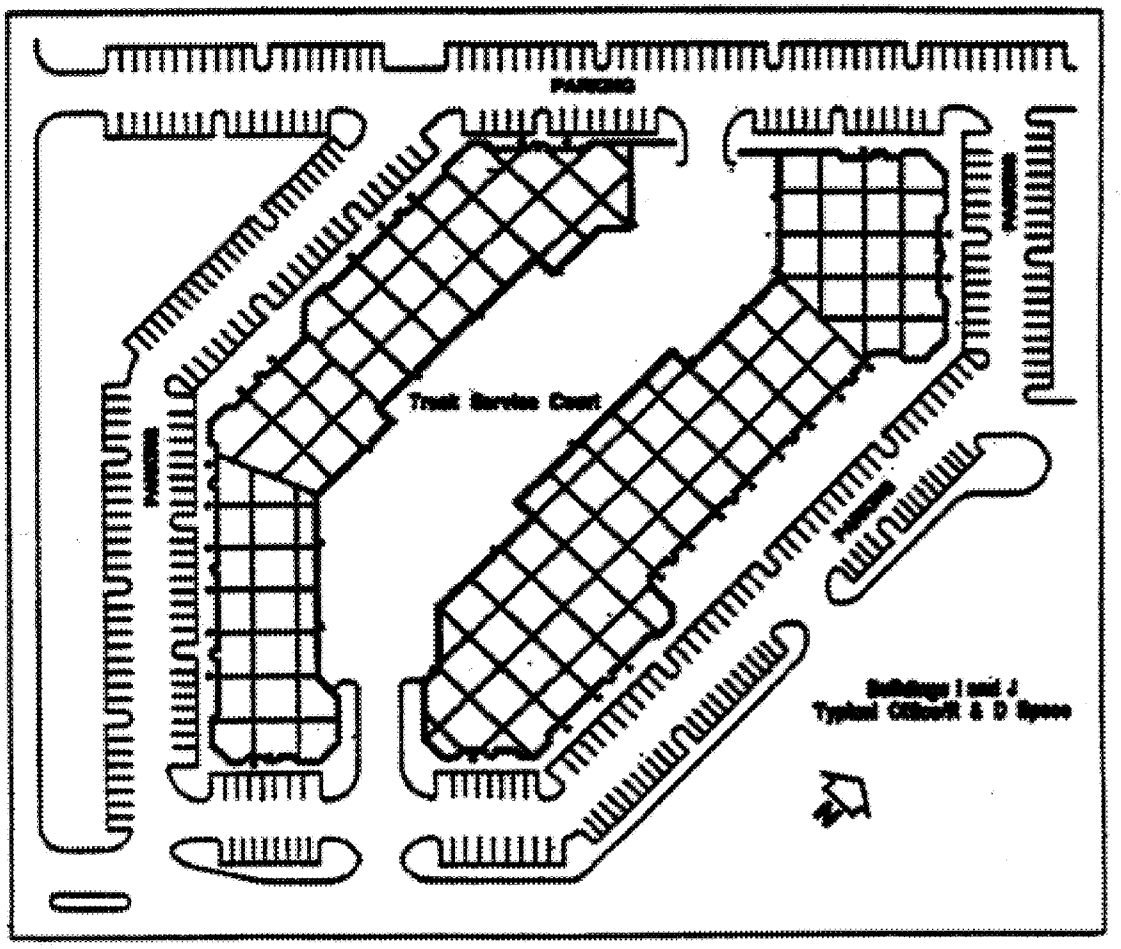

9.16.190 Natural open space standards.

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:

a. Undeveloped natural areas, that which has been left in its natural state;

b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.

2. The following shall guide the location of undeveloped natural areas:

a. Contiguous areas along drainage channels;

b. Ten (10) foot minimum widths adjacent to roadway improvements;

c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;

d. Areas contiguous with other natural areas of adjacent properties;

e. Areas containing rock outcroppings;

f. Areas containing soils with high permeability;

g. Significant stands or clusters of native vegetation;

h. Known or discovered archeological or paleontological sites.

3. The following shall guide the location of restored natural areas:

a. In required setbacks;

b. Adjacent to common recreation facilities;

c. Along roadway improvements or over utility easements;

d. Fuel modification zones, as required by the fire department.

4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

Table 9.16.190A

Natural Area Open Space Requirements

Average Percent Slope	Minimum Percent of Site to Remain as Natural Area Open Space
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.

b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.

c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.

d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the Community **& Economic** Development Director or designee.

e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.

f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by

the city council. A landscaping program for restored natural areas shall be approved by the Community **& Economic D**evelopment Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)

9.16.200 Landscaping.

A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.

B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the **C**ommunity **& Economic D**evelopment Director.

C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.

D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.

E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.

F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003: Ord. 359 (Attach. 2 (part)), 1992)

9.16.210 Grading.

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. "Landforming" shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community **& Economic** Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope's capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.

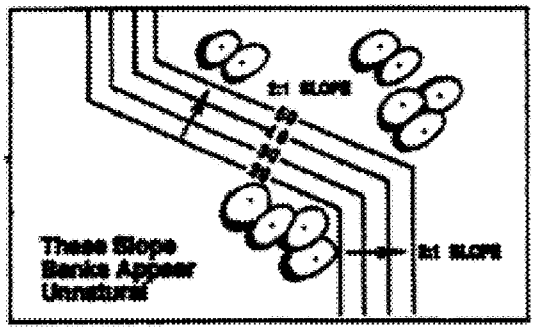

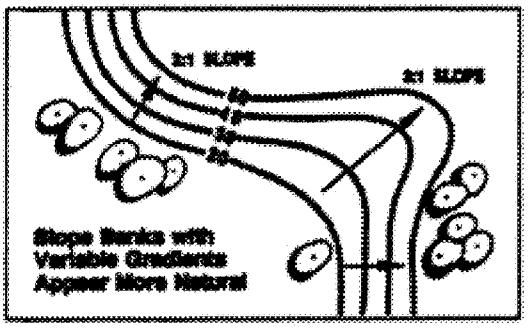

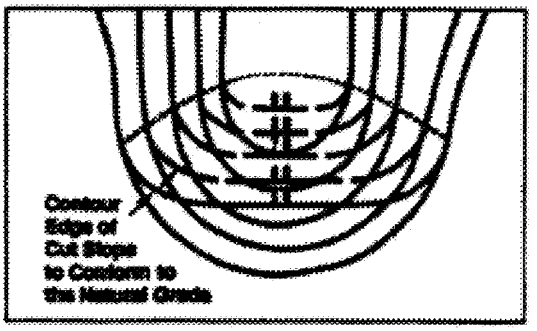

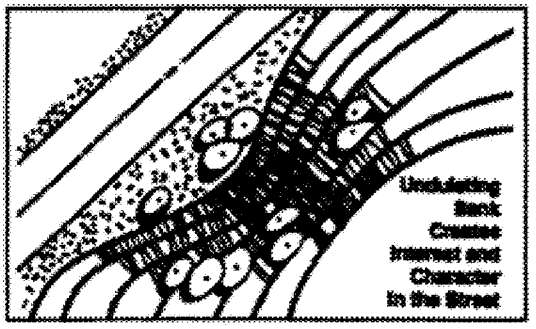

J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)

9.16.220 Roadways and circulation.

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays **(including pervious paving where feasible)** are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. **Pervious surfaces are recommended where feasible.**

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

9.17.030 Landscape and irrigation design standards.

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside's Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project's water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.

The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council www.cal-ipc.org). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.

2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.

3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.

4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.

5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.

6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.

7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.

2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.

3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.

4. All landscape plans shall indicate mature tree canopy diameters.

5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.

6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.

7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved "smart" automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and**/or** soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip**,** ~~and~~ bubbler-type and ~~MP~~ ~~rotator~~ **rotor sprays or stream roter** sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the Community **& Economic** Development Director.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)

9.17.050 Parking and drive-through landscape areas.

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, **promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces,** and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. ~~Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director~~. **Curb cut** openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. **Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.**

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)

9.17.070 Single-family residential development.

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved “smart irrigation” controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. **Pervious pavement/surfaces are recommended to reduce water runoff.**

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)

9.17.080 Multifamily residential development.

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. **The use of permeable surfaces is recommended for walks and patios to reduce water runoff.**

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for

heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)

9.17.090 Commercial, industrial, public and quasi-public development.

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the **use of pervious surface areas that reduce water run off**. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)

9.17.110 Erosion control/slope planting.

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.

4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, **draining to landscape or permeable surface areas that allow for water retention and absorption.**

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)

9.17.130 Water quality landscape designs.

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community **& Economic** Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)

9.17. 150 Water Efficiency Requirements.

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions.

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Landscape Standards

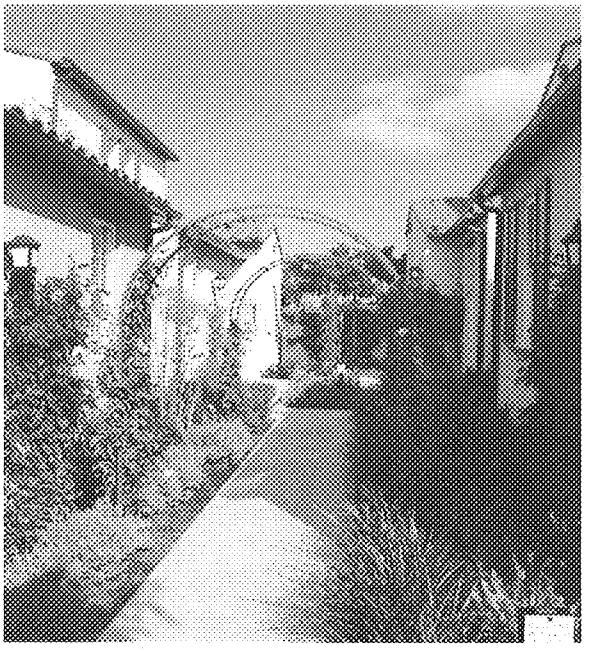

City of Moreno Valley

California

Single Family Residential

Front yards: 25% turf (maximum) with the remaining yard planted with shrubs, ground covers and required trees. Turf shall be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/ surfaces are recommended to reduce water runoff.

Trees: Street trees 40-ft on center (2-ft on private side of property line); minimum 1 tree per lot (see graphic on page 5).

Minimum: 1 tree on short frontage, 2 trees on long.

Shade trees: minimum one per lot in addition to street trees (see graphic on page 5).

Reverse Frontage parkways: see page 8-9

Erosion Control: see page 12

See Street tree list- pages 18-23 Landscape planting specifications: see pages 15-17.

Tree Size - see page 17

Multi-Family Residential

- Minimum 35% of site (exclusive of private yards and patios) shall be landscaped. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.
- Turf shall be limited and installed in useable gathering areas only with a maximum of 25%.
- All setback areas must be landscaped exclusive of drives and sidewalks.
- Street trees: 40-ft on center in the right-of-way (ROW).
- Landscape Trees: 1 tree per 30-ft linear building dimension for the portions of building visible from parking lot or ROW and 1 tree per 30-linear feet of perimeter planter areas.
- Residential 30: 1 tree per 20-ft linear perimeter building dimension for the portion of building visible from the parking lot or ROW and 1 tree per 20-linear feet of perimeter planting areas.
- Parking lot trees: provide trees pursuant to parking lot specifications.
- 25% of trees must be minimum 24 inch box.
- Off-street parking must be screened (3-ft high berm, shrubs or wall) from ROW. • Provide buffer landscaping (evergreen trees) adjacent to single family residential and commercial uses (maximum 5-ft openings at maturity [assumed 10-years]).
- Provide enhanced landscape and paving at entry drives.
- Encourage use of winter-deciduous trees at south facing elevations.
- Place larger trees as street trees, near the street ROW, entries, and focal points.
- Mass plantings for a pleasing effect with clustering of plant material of various heights.
- Incorporate plazas or paseos where possible.
- Incorporate water features, seating walls, benches, tables, trellises, sculpture, and other elements to establish social gathering places and integrated pedestrian network throughout development.
- Parking lots - see page 10 &11.
- Erosion Control - see page 12.
- Landscape planting specifications - see pages 15-17.
- See street tree list - pages 18-23.

Parking Lots

- Paved area of parking space may be reduced from 18 to 16 feet if there is an extra 2 feet of planter width beyond minimum requirement (see graphic pg.11).
- Provide tree and other plantings to provide a minimum 50% lot shading at maturity (assumed 10 years).
- Maximum 50% of trees shall be winter-deciduous. Evergreen trees are encouraged.
- Screen from streets (3 ft-high berm, shrubs or wall required) (see graphic on page 10).
- Design to minimize pedestrian crossing of landscape areas from street to buildings and parking.
- Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved.
- Provide minimum 6 inch-wide curb for planters adjacent to stalls; plus a 12-inch minimum step-out adjacent to long side of stall (total min. 18in concrete surface) (see graphic on page 11).

Provide planters:

- End Planters (with 2 trees/planter) at terminus of each aisle.
- Finger planters (with 1 tree/planter) every 12 stalls along building and perimeter of lot. Minimum dimensions –interior 5'x16'.
- Planters with parking along 1 side – 7 ft minimum curb face-to-curb face (including curb and step-outs).
- Planters with parking along both sides – 8 ft minimum curb face-to-curb face (including curb and step-outs).
- Diamond planters for double rows of parking (spaced minimum 1 per 6 stalls. For single loaded not adjacent to building, one diamond planter for every 3 spaces. Minimum dimensions – interior –25 SF with 5-foot width; exterior –6-ft curb face-to-curb face.
- Planters at perimeter of parking lot - Minimum 5 feet interior dimension, exclusive of footings, curbs, and step-outs (see graphic pg.11).
- Cluster excess trees along street frontage, and side/rear setbacks.
- Alternate planting arrangements may be considered if demonstrated to provide same number of trees, minimum planter areas and lot shading, as identified above.

Slopes and Erosion Control

- Establish or reinforce design concept adjacent to natural hillside area.
- Place plants to stabilize slope.
- Select species and placement to respect viewsheds.
- Provide a variety of planting materials; a weed-free hydro-seed mix (that provides some flowering color may be used in special circumstances: i.e. natural slope), groundcover, shrubs and trees. Turf shall not be used for slope planting. Water efficient grasses not requiring regular mowing may be permitted with approval. (The variety of planting will provide a variety of root depths which is key to soil stability on slopes.)

  Slopes 3-5ft: groundcover .

  Slopes 5-8ft: groundcover and shrubs.

  Slopes 8ft or greater: groundcover, shrubs, and trees.
- Provide rooted cuttings or liners, where visible from ROW or slopes greater than 30 feet high.
- Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.
- Plant in bands and clusters on the slope.
- Trees: provide one 15 gallon/500SF of landscaped area.
- Temporary irrigation may be required to establish landscaping.
- See irrigation - p. 25.
- Shrubs and groundcover - page 16.

Irrigation

- Automatic irrigation systems are required.
- Approved "smart"automatic irrigation control systems(labeled as evapotranspiration (E.T.) based) with rain sensing or soil moisture sensing devices are required.
- Provide backflow preventers, except for single-family residential.
- Do not use fixed risers, unless otherwise approved.
- Drip, bubbler systems and/or rotor sprays or stream roter sprinkler heads or similar efficient sprinklers are to be used wherever feasible. (Required adjacent to walls, buildings or structures, where they are to be located no closer than 24".)
- Spray-type sprinklers shall be used no closer than 5-feet from walls, buildings, or structures (spray must be 3-feet or less.)
- Irrigation lines must be buried if directed to building.
- Provide separate irrigation zones and sprinkler types for areas with different watering requirements.
- Do not use Atmospheric Vacuum Breakers at top of slope.
- Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standards as determined by the State of California Code of Regulations meeting the current evapotranspiration rate and the Annual Maximum Allowable Water Budget as determined by Eastern Municipal Water District.
- Irrigation systems shall be designed to eliminate overspray.
- Landscape irrigation shall be limited to the hours of 9:00 p.m. to 6:00 a.m.

PLANNING COMMISSION STAFF REPORT

Case:	PA10-0035 Amendment to Municipal Code 9.03 Residential Development 9.08 Grading 9.11 Parking, Pedestrian and Loading Requirements 9.16 Design Guidelines 9.17 Landscape Requirements
Date:	May 12, 2011
Applicant:	City of Moreno Valley
Representative:	Planning Division
Location:	City-wide
Proposal:	The proposed amendment is an update to the City's Municipal Code to implement new design standards to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit which is designed to minimize impacts from new development as well as redevelopment projects discharging urban waters entering Waters of the U.S. from municipal separate storm sewer systems which is regulated under the National Pollutant Discharge Elimination System (NPDES) permit.
Recommendation:	Approval

ATTACHMENT 5

PROJECT DESCRIPTION

This proposed amendment would modify various provisions of the Municipal Code Sections 9.03 Residential Development, 9.08, Grading 9.11, Parking, Pedestrian and Loading Requirements, 9.16, Design Guidelines, and 9.17 Landscape Requirements providing new design standards promoting green infrastructure/low impact development (LID) techniques to comply with the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit requirements with required compliance by July 29, 2011. Additionally, all projects are required to include "Best Management Practices" (BMPs) which provide measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States,

The primary changes include revising design requirements to promote on-site water retention and infiltration in an effort to clean the water of contaminants prior to the water being discharged from the site into storm drains and flood control channels which then enter receiving waters such as the Santa Ana Watershed. Hardscape areas increase the runoff and amount of water that needs to be cleaned by the water quality permit. The proposed site design requirements and preferences are intended to reduce the runoff and the costs associated with cleaning runoff.

In an effort to meet the goals and objectives of the permit requirements and include Best Management Practices into the site design, projects will be required to reduce the hardscape within the parking lots and on site hardscape areas by increasing the landscape areas, using pervious materials in the design, as well as providing additional curb cuts to convey the drainage into landscape areas for water quality retention and absorption.

Included are changes to Municipal Code sections 8.10 Storm Water/Urban runoff Management and Discharge Controls and 8.21 Grading Regulations with the addition of 8.21.200 Permeable Surface Design. The Public Works Department is responsible to ensure projects meet water quality requirements as well as site grading while complying with the MS4 permit requirements. These changes are included to be consistent through inter-departmental reviews. Municipal Code section changes to Title 8 are provided for consistency with Title 9, however, do not require any action from the Planning Commission.

Where applicable in all sections listed, Community Development Director/Department has been changed to Community & Economic Development Director or Community & Economic Development Department. Additionally, minor clerical items have been corrected for consistency.

The following are the proposed changes to the Municipal Code, Title 9 for Planning and Zoning.

9.03.040 Residential Development

CURRENT STANDARDS	PROPOSED CHANGES
Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent	Section F 5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent

of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials except for necessary walks and fences.	of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with permeable surfaces where feasible to reduce run off.
6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.	6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.
Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.	Section G 4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.
Section G 12. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.	Section G 12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.

9.08.080 Grading

CURRENT STANDARDS	PROPOSED CHANGES
Section A. Lots slope toward, rather than away from the street; unless otherwise approved by the city engineer.	Section A. Lots slope to landscape areas or permeable surfaces unless otherwise approved by the city engineer;
New standard.	Section M. Grading shall only be performed on the portion of the site where the building will be located and necessary improvements.

9.11 Parking, Pedestrian and Loading Requirements

9.11.010 Purpose and intent.

CURRENT	PROPOSED
Section E. Implement general plan circulation and energy conservation policies:(Ord. 359 (part), 1992)	Section E. Implement general plan circulation and energy conservation policies; and ~~(Ord. 359 (part), 1992)~~
New	Section F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.

9.11.040 Off-street parking requirements

CURRENT	PROPOSED
Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the minimum off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses	Section A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above the amount of required off-street parking must be

	constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas;
911.040 A-12 Table The table states the minimum requirement for parking based on the use.	The table will state the "required" parking based on the use.

9.11.060 Off-street bicycle parking requirements

CURRENT	PROPOSED
Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition	Section D 3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

9.11.080 Design standards.

CURRENT	PROPOSED
New	25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. permeable surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.
Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be a minimum of nine feet in width eighteen (18) feet in depth (see Figure 9.11.080-5).	Section B 3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine (9) feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved ~~in~~ depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback). (see Figure 9.11.080-5).
~~Figure 9.11.080-5~~	Figure 9.11.080-5 modified to reflect 16 feet Nonparallel Parking Spaces

~~Figure 9.11.080-6~~	Figure 9.11.080-6 Parking Space Striping Requirements modified to reflect both 16 feet and 18 feet in depth parking spaces labeled as 911.080-6A and 9.11.080-6B
Section C 1. Drainage. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.	Section C 1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.
Figure 9.11.080-6	Figure 9.11.080-6. Parking Space Striping Requirements-- modified to reflect parking space dimension requirements.
Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer.	Section E. 1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use permeable surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

9.11.100 Circulation-Pedestrian

CURRENT	PROPOSED
Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation.	Section A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of

	permeable paving surfaces is recommended where feasible.

9.16 Design Guidelines

9.16.010 Introduction and scope of guidelines.

CURRENT	PROPOSED
~~Section A.~~ ~~The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines represent the Community Development Director's, the planning commissions and the city council's policy with respect to the quality of design expected for all projects within the city. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.~~	Section A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

9.16.110 Objectives, generally.

CURRENT	PROPOSED
Section C. 6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment,	Section C. 6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of permeable surfaces to reduce water run off;
7. Working in concert with the city's landscape guidelines as adopted by	7. Working in concert with the city's landscape requirements. ~~guidelines as~~

Ordinance No. 247.	~~adopted by Ordinance No. 247.~~

9.16.120 General guidelines.

CURRENT	PROPOSED
Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view.	Section A. 16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design for aesthetics and shall convey water to landscape areas for water quality.
7. Working in concert with the city's landscape guidelines as adopted by Ordinance No. 247.	7. Working in concert with the city's landscape requirements. ~~guidelines as adopted by Ordinance No. 247.~~

9.16.130 Single-family residential.

CURRENT	PROPOSED
Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access.	Section B. 10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. Permeable surfaces are required for such areas within required setbacks.
11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements.	11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Permeable surfaces are recommended where feasible.

9.16.140 Multifamily residential shall be deleted in its entirety.

The multifamily residential design guidelines were incorporated into section 9.03.040 of the Municipal Code which was approved September 22, 2009.

9.16.150 Commercial (retail, office, mixed use).

CURRENT	PROPOSED
Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be located inside the exterior walls of a structure.	Section B. 28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

9.16.160 Business park/industrial.

CURRENT	PROPOSED
Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided (Ord. 359 (Attach. 2 (part)), 1992)	Section B. 14. Courtyards for resting, gathering and eating by employees shall be provided. Permeable surfaces are recommended where feasible. (Ord. 359 (Attach. 2 (part)), 1992)

9.16.220 Roadway Circulation.

CURRENT	PROPOSED
Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)	Section E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach.

	2 (part)), 1992)

9.16.235 Hillside Development.

CURRENT	PROPOSED
Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.	Section A 2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Permeable surfaces are recommended where feasible.

9.17 Landscape and Water Efficiency Requirements

9.17.050 Parking and drive-through landscape areas.

CURRENT	PROPOSED
Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:	Opening paragraph: Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:
3. Continuous curbing is used whenever possible; wheel stops shall not be permitted unless approved by the community development director. Openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality.	3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

9.17.070 Single family residential development.

CURRENT	PROPOSED
6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback.	6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

917.080 Multifamily residential development.

CURRENT	PROPOSED
Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls.	Section A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

9.17.090 Commercial, industrial, public and quasi-public development.

CURRENT	PROPOSED
Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged. Such areas should incorporate focal points such as	Section C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of permeable surface areas that

water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.	reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

917.110 Erosion control/slope planting.

CURRENT	PROPOSED
5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability.	5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

917.150 Water efficiency requirements.

CURRENT	PROPOSED
New	11. Direct all runoff from roofs and hardscape areas to landscaping areas.
New	12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines. The amendment does not have the potential to cause a significant effect on the environment.

NOTIFICATION

A 1/8 page public notice was published in the local newspaper Saturday, April 30, 2011.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-11 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 (Municipal Code Amendment); and,

2. **RECOGNIZE** that PA10-0035 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

Prepared by:	Approved by:
Julia Descoteaux Associate Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-11
3. 9.03.040 Residential Development
4. 9.08.080 Grading
5. 9.11 Parking Pedestrian and Loading
6. 9.16 Design Guidelines
7. 9.17 Landscaping

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MV00108139

PUBLIC HEARING ITEMS

1. Case Number: PA10-0035
Amendment to Municipal Code for Water Quality Requirements

Case Planner: Julia Descoteaux, Associate Planner

VICE CHAIR BAKER - Julia, you're up.

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. I'm Julia Descoteaux, Associate Planner. Before you this evening is an Amendment to the City's Municipal Code, Title 9 for Planning and Zoning. The proposed changes are a result of compliance with the 2010 National Pollutant Discharge Elimination System or NPDES, Municipal Separate Storm Sewer MS4 Permit, with compliance required by July 29th, 2011. The MS4 Permit Requires that the City promote green infrastructure/low impact development LID techniques for all projects. The primary changes include revising design requirements to promote onsite water retention and infiltration in an effort to clean water of contaminants prior to the water being discharged from the site into the storm drains or flood control channels which then enter receiving waters such as the Santa Ana Watershed. The proposed changes include the use of water efficient native plants, landscape areas increased and designed to promote water retention, the use of permeable surfaces, having openings in the curbs to convey surface drainage into landscape areas, require parking in excess of the required parking to be constructed of permeable surfaces, reducing the depth of the parking stalls and increasing the landscape, reducing the hardscape areas and the use of permeable surfaces wherever feasible. The Planning Division works with the Applicants and the design requirements, however the Public Works Department is responsible to ensure that the projects meet water quality requirements as well as site grading while complying with the MS4 Permits and they will be providing changes to Municipal Code Section 8.10, which does not require Planning Commission approval. The project does not have the potential to cause a significant effect on the environment, so the project is exempt from the provisions of the California Environmental Quality Act in accordance with Section 15061 as defined by Section 15378. The project was noticed in the local newspaper and to date I have had no inquiries on the proposed changes. There were several changes to the report and I believe you received a green memo regarding that and all sections were appropriate. The word pervious will be replaced with the word permeable in an effort to be consistent with the proposed changes to Municipal Code Title 8 and in addition, Section 9.08.080, the Grading Section, the addition of letter "M" will be deleted from the Attachment 4 on page 100 and on page 70, number 4. This concludes Staff's presentation and at this time I am available to answer any questions for you. Thank you.

ATTACHMENT 6

VICE CHAIR BAKER – Okay, thank you Julia. Do we have any Commissioner questions?

ASSOCIATE PLANNER DESCOTEAUX – Excuse me…Kent Wegelin is also here to answer questions on the NPDES that you might have as well.

VICE CHAIR BAKER – Okay, thank you

COMMISSIONER VAN NATTA – Did I understand you to say that instead pervious we are using permeable and those changes have already been made in this document?

ASSOCIATE PLANNER DESCOTEAUX – No, I'll be making those

COMMISSIONER VAN NATTA – Oh okay, thank you

VICE CHAIR BAKER – Commissioner Salas, do you? Commissioner Owings, are you okay with this? Do have any comments?

COMMISSIONER OWINGS – No comments; no questions.

VICE CHAIR BAKER – Okay, very good. So we will open this item up to Public Testimony. I have no Speaker Slips on this Item No. 1 from the public, so I'll close Public Testimony and we will open Commissioner's Debate for discussion and if there is any additional discussion on this before we move for a motion and second. Okay, everybody is okay so I will move for a motion and second. On this particular one here, Julia one thing we need to know on that Resolution No., there is 2011… do you know that actual number so we can put that in the minutes.

ASSOCIATE PLANNER DESCOTEAUX – It is 11

VICE CHAIR BAKER – It is 2011-11?

ASSOCIATE PLANNER DESCOTEAUX – Yes

VICE CHAIR BAKER – Okay so whoever makes a motion here, what we need to do is make a motion to approve this resolution and then recommend to the City Council to approve the PA and then recognize the PA10-0035 okay. Do I have a motion for this?

COMMISSIONER VAN NATTA – Okay I move that we **APPROVE** Resolution No. 2011-11 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 Municipal Code Amendment; and,

2. **RECOGNIZE** that PA10-0035 Municipal Code Amendment qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

VICE CHAIR BAKER – Thank you Commissioner Van Natta. Do I have a second?

COMMISSIONER SALAS – I'll second that

VICE CHAIR BAKER – Commissioner Salas will second that. Let's have a vote; all those in favor?

Opposed – 0

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Okay, wrap up

PLANNING OFFICIAL TERELL – Yes this item shall be forwarded to the City Council for final action and I believe that is scheduled like you said for June 14th.

VICE CHAIR BAKER – Okay, thank you very much. Okay we're going to move onto Item No. 2

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MV00108143

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT - PROJECT NO. 11-41570225

RECOMMENDED ACTION

Staff recommends that the City Council

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing.

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan.

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt.

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity.

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct.

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easements In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024].

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

BACKGROUND

This project is to widen and improve Perris Boulevard from Ironwood Avenue to Manzanita Avenue to an arterial street standard with a curb-to-curb width of 76 feet (76') to 86 feet (86') within a 100 feet (100') to 110 feet (110') right of way. The proposed Perris Boulevard improvements will include curb, gutter, sidewalk, pavement, traffic signal modifications, one new traffic signal, streetlight relocations, signing and striping, and related road improvements. Additionally, right of way acquisition is required for areas where the ultimate street right of way has not been previously obtained.

On September 9, 2008, the environmental document, which was a Mitigated Negative Declaration (MND), was approved by City Council. On September 11, 2008, the Notice of Determination for the MND was filed with the Riverside County Clerk.

In Closed Session on June 1, 2010, the City Council approved appraisals for the fair market value of the right of way for ten (10) properties sought to be acquired, and the City Council authorized staff to proceed with negotiations to purchase all required right of way.

DISCUSSION

The City has been progressing in the steps necessary for the completion of design and acquisition of right of way in order to begin construction of the Project by November

2011. Offer letters required under Government Code § 7267.2 were sent to the property owners for acquisition of easements necessary for the Project. To date the City has acquired easements from all but three of the property owners. City staff is continuing good faith negotiations in an attempt to reach agreement with the remaining property owners, who own the properties identified by APN 474-064-001 (Bernard and Martha Bueche), APN 474-120-008 (Geoffrey and Abira Breskal), and APN 474-120-024 (RPV Investment Group, LLC / Perris Boulevard Trust #11846). If the City is successful in acquisition of the necessary easements through negotiations with any of the remaining three of the property owners, the City can immediately discontinue the eminent domain process for the respective property.

At the hearing on the proposed Resolution of Necessity, the City Council will consider evidence presented by staff, property owners and other interested parties and decide if the requirements set out below are met. The Council may elect to adopt the Resolution of Necessity by a two-thirds vote of all members of the City Council. The amount of compensation to be paid will not be an issue at the hearing nor in determining whether to adopt the Resolution of Necessity. The issues the City Council must consider to adopt the Resolution of Necessity are whether:

(a) The public interest and necessity require the Project (Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue).

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The properties sought to be acquired are necessary for the Project.

(d) The offers required by Government Code § 7267.2 have been made to the owners of record.

Staff has carefully analyzed the requirement for the proposed Project and, based on that analysis has concluded the acquisition of the roadway easement as identified in the proposed Resolution of Necessity are necessary to implement the Project. Staff recommends acquiring three remaining easements, as Perris Boulevard is a major arterial gateway to the City and a critical segment that will benefit residents, commuters, and the City as a whole.

It is also necessary that the Council find that the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement necessary for the Project are exempt from CEQA under § 15061 (b) (3) of the CEQA Guidelines. It has been determined that the proposed activity is within the scope of and is consistent with the approved MND prepared for the Project.

Recent changes in the state eminent domain law have increased the advance time necessary to obtain possession prior to judgment. In order to commence construction work in or about November 2011, the City Council will have to authorize counsel to deposit funds equal to the appraised fair market value of the interests to be acquired and to seek and obtain orders for possession prior to judgment. The properties in

question are either a vacant residential lot or are improved with single family residences and no residents, business, or agricultural use will be displaced by the action.

Staff is requesting the adoption of the proposed Resolution of Necessity for the properties authorizing the filing of eminent domain proceedings, obtaining orders for the deposit of funds for the probable amount of compensation and seeking orders for possession prior to judgment to allow the work to proceed in a timely manner. Staff is providing the City Council with a proposed "Factual Summary to Support Findings Required in the Resolution," attached to this report as Attachments "B" to support the findings necessary for the adoption of the Resolution of Necessity.

ALTERNATIVES

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing, approve and adopt the Planning Division's finding that the Project is consistent with the General Plan, find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt, find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity, find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct, adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easements In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024], and direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders. *This alternative will allow the filing of an eminent domain(s) action to acquire properties necessary so the Project will proceed without interruption.*

2. Do not conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Do not close the hearing, do not approve and adopt the Planning Division's finding that the Project is consistent with the General Plan, do not find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt, do not find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity, do not find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct, do not adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easements In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024], and do not direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The Court action(s) authorized by the proposed Resolution of Necessity will require a deposit of funds equal to the amounts of the projected just compensation for the roadway easement sought in the eminent domain action (the probable compensation). The final just compensation will be determined through further negotiations and settlement or by the final disposition of the court proceeding through entry of judgments and final orders of condemnation in the action after trial. Additional court costs, appraisal, and legal expenses for the eminent domain filing will also accrue.

Transportation Uniform Mitigation Fee (Fund 415 – TUMF) provides a 51.8% reimbursement to the City's 48.2% matching funds from Fund 416 – DIF Arterial Streets

and Fund 417 – DIF Traffic Signals for the Design and Right of Way phases of this project. These funds have been allocated for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue and cannot be utilized for operational activities. There is no impact to the General Fund.

Acquisition costs were budgeted in FY 2010/2011. The costs to proceed with filing the Resolution of Necessity can be paid from the existing budget. If the property goes to trial, the expenses for such will be estimated and addressed at the appropriate time.

BUDGETED FUNDS FOR FISCAL YEAR 2010/2011

TUMF (Account No. 415.70225)	$549,400
DIF Arterial Streets (Account No. 416.78726)	$569,800
DIF Traffic Signals (Account No. 417.79226)	$19,500
Total Funding	$1,138,700

ESTIMATED DESIGN/RIGHT OF WAY COSTS

Remaining Design Costs	$250,000
Right of Way & Utility Relocation	$600,000
Total Estimated Costs	$850,000

ANTICIPATED PROJECT SCHEDULE

Complete Right of Way Acquisition Phase*	September 2011
Construction Start Date**	November 2011
Construction End Date	November 2012

*Contingent upon agreement with remaining property owners
**Contingent on obtaining all right of way via agreement or eminent domain and obtaining full construction funding from Riverside County Transportation Commission (RCTC)

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff is requesting the above recommended actions relating to and including adoption of the Resolution of Necessity to authorize eminent domain proceedings for the Project because settlements with all property owners have not been reached to date.

ATTACHMENTS/EXHIBITS

Attachment "A" - Resolution No. 2011-58, A Resolution Of The City Council Of The City Of Moreno Valley, California, Finding And Determining That The Public Interest And Necessity Require The Acquisition Of Property For Public Street And Highway Purposes Including Related Improvements And Facilities; That The Acquisition And Taking Of The Easement In The Herein-Described Property Is Necessary For The Project; That The Project Is Planned In A Manner That Is Most Compatible With The Greatest Public Good And The Least Private Injury; Authorizing Proceedings To Be Commenced In Eminent Domain; And Authorizing The Deposit Of Necessary Funds And The Payment Of Necessary Expenses And Fees For Acquisition Of Said Property; And Authorizing Counsel To Obtain An Order For Prejudgment Possession Of The Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024]

Attachment “B” - Factual Summary to Support Findings Required in of the Resolution of Necessity

Attachment “C” - Location Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
John Terell
Planning Division Manager/Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Viren - 11-41570225 - Perris Blvd.- Ironwood to Manzanita & TS\CC Reports\Staff Report - Resolution of Necessity\Staff Report - Resolution of Necessity 061411 CC Report.doc

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MV00108151

RESOLUTION N0. 2011-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF PROPERTY FOR PUBLIC STREET AND HIGHWAY PURPOSES INCLUDING RELATED IMPROVEMENTS AND FACILITIES; THAT THE ACQUISITION AND TAKING OF THE EASEMENT IN THE HEREIN-DESCRIBED PROPERTY IS NECESSARY FOR THE PROJECT; THAT THE PROJECT IS PLANNED IN A MANNER THAT IS MOST COMPATIBLE WITH THE GREATEST PUBLIC GOOD AND THE LEAST PRIVATE INJURY; AUTHORIZING PROCEEDINGS TO BE COMMENCED IN EMINENT DOMAIN; AND AUTHORIZING THE DEPOSIT OF NECESSARY FUNDS AND THE PAYMENT OF NECESSARY EXPENSES AND FEES FOR ACQUISITION OF SAID PROPERTY; AND AUTHORIZING COUNSEL TO OBTAIN AN ORDER FOR PREJUDGMENT POSSESSION OF THE SUBJECT PROPERTY.

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the persons who appear to be the owners of the hereinafter described parcels of property in accordance with CCP Section 1245.235, relating to whether the public interest and necessity require the herein-described project; the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and the property sought to be acquired is necessary for the project; and said hearing was held and conducted before the City Council on June 14, 2011, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

WHEREAS, at least two-thirds of the City Council do hereby vote to adopt this Resolution;

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I, Section 19 thereof, and as authorized by Government Code, Sections 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, Sections 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the permanent

easement interests in the parcels of real property which are shown on the map attached hereto; and described more fully in the description set forth in Exhibit "A" - Right of Way Easement attached hereto; said real property sometimes being hereinafter referred to as "the property" and more commonly known as Assessor's Parcel Nos. 474-064-001, 474-120-008, and 474-120-024. And said Exhibit, as attached hereto and incorporated herein by this reference, describe the general location and extent of the parcels of property, including the easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described parcels of property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: for the widening and improvement of Perris Boulevard from Ironwood Avenue to Manzanita Avenue, for street and highway purposes, for construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including drains, sewers and utilities, and all improvements described in the construction plans, including any modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said parcel of property, said proposed acquisition and use being hereinafter referred to as "the Project".

Section 3. The interests in the parcels of property sought to be condemned herein, which constitutes only a portion of a larger parcel of property, is described herein, and the Property is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

(a) The public interest and necessity require the Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c) The Parcels of Property, or the interest to be acquired therein, is necessary for the Project; and

(d) The offer required by Government Code §7267.2 has been made to the property owner or owners of record.

Section 5. In the event any of the Property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of California Code of Civil Procedure, Sections 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in the descriptions of the Property, and in the pleadings to be filed which have been authorized herein, as deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the Property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefor are authorized by law, and the taking of said property or property interest is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the Property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain easements in, over, under, across, along, through, and within the Property, as described herein, and to obtain an order permitting the City, as plaintiff, to take immediate possession of the Property for use in construction and completion of the Project, and to obtain all other proper orders and judgment as may be necessary.

Section 9. The City Attorney, and/or the firm retained as counsel to represent the City in the proceedings, are hereby authorized to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership of the Property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, Sections 1230.010 and following).

Section 10. Deposit in court and payment of money out of proper funds of the City for probable just compensation according to law, for jury fees, reporter's fees, and other litigation expenses, is hereby authorized.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____

Richard Stewart, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Resolution No. 2011-58
Date Adopted: June 14, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Resolution No. 2011-58
Date Adopted: June 14, 2011

EXHIBIT "A"
RIGHT OF WAY EASEMENT

ASSESSOR'S PARCEL 474-064-001

PARCEL 1

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED SEPTEMBER 2, 2005 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2005-0727587 OF OFFICIAL RECORDS, BEING A PORTION OF THE SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A POINT ON THE CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, NORTH 89°31'02" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY) AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), BEING A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

1st : NORTH 00°19'45" WEST, A DISTANCE OF 45.95 FEET TO A POINT ON A 2250.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 78°11'33" EAST; THENCE LEAVING SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY),

2nd : SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°11'27", AN ARC DISTANCE OF 46.76 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

3rd : SOUTH 89°31'02" WEST, A DISTANCE OF 8.83 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 207 SQUARE FEET (0.005 ACRES), MORE OR LESS.

PARCEL 2

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED SEPTEMBER 2, 2005 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2005-0727587 OF OFFICIAL RECORDS, BEING A PORTION OF THE SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A POINT ON THE CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, NORTH 89°31'02" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), BEING A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, NORTH 00°19'45" WEST, A DISTANCE OF 123.22 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), ALONG SAID LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

1st : NORTH 00°19'45" WEST, A DISTANCE OF 11.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32; THENCE LEAVING SAID EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 135 FEET OF THE WESTERLY 154.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32,

2nd : NORTH 89°31'02" EAST, A DISTANCE OF 9.56 FEET; THENCE

3rd : SOUTH 38°40'40" WEST, A DISTANCE OF 15.19 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 56 SQUARE FEET (0.001 ACRES), MORE OR LESS.

THE BASIS OF BEARINGS FOR THESE LEGAL DESCRIPTIONS IS THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN ON RIVERSIDE COUNTY PARCEL MAP NO. 13152, RECORDED DECEMBER 26, 1979 IN PARCEL MAP BOOK 73, PAGE 61, I.E. NORTH 00°19'45" WEST.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE: _____
STEVEN M. HOWELL, LS 5758
LICENSE EXPIRES 6/30/10
DATE: September 18, 2009

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
EXPIRES 06-30-10
No. 5758
STATE OF CALIFORNIA

EXHIBIT "A"

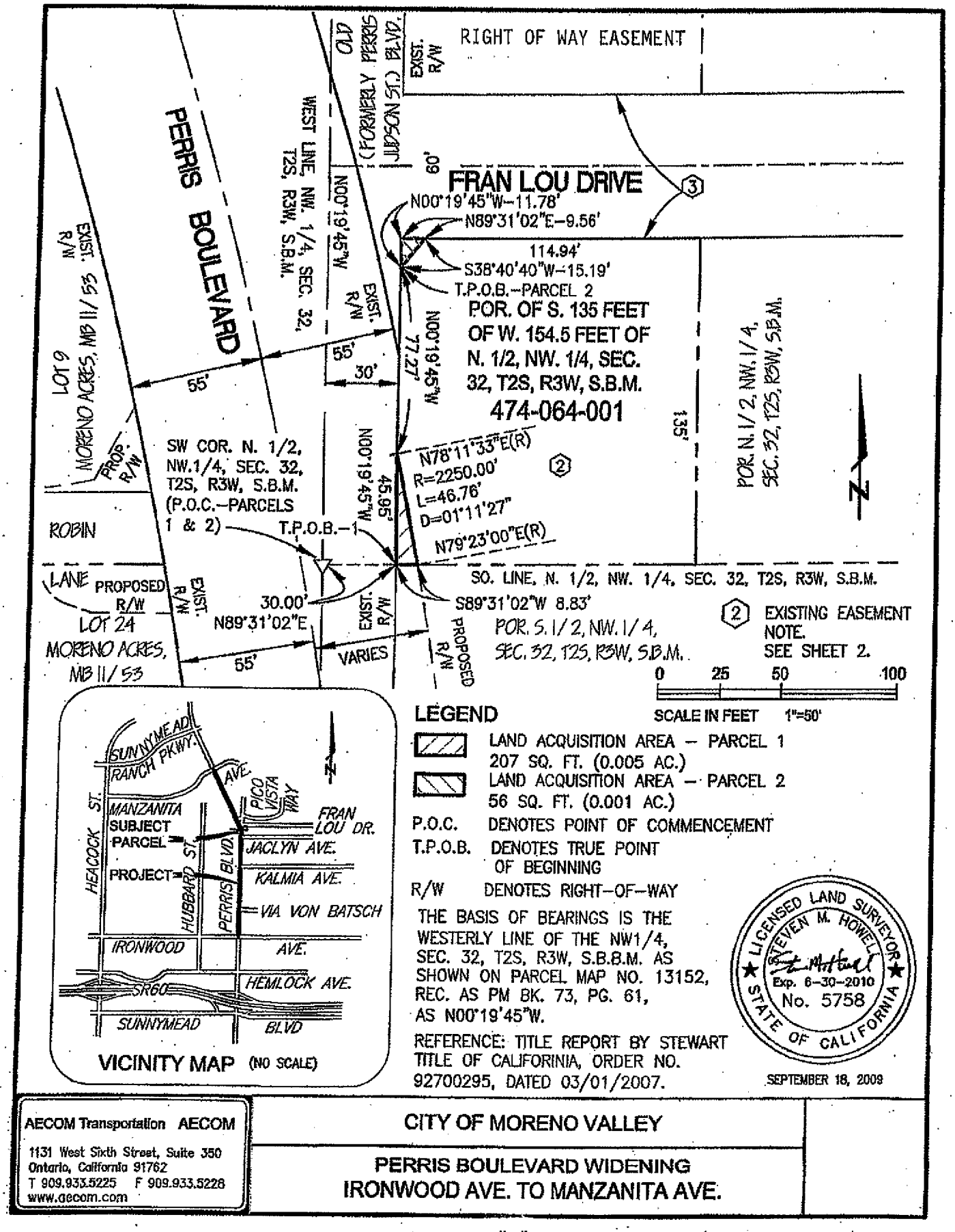

EXHIBIT "A"

Item No. E.7

MV00108158

EXHIBIT "A"

RIGHT OF WAY EASEMENT

ASSESSOR'S PARCEL 474-120-008

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED FEBRUARY 29, 2008 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2008-0099852 OF OFFICIAL RECORDS, BEING A PORTION OF THE WEST 180 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A POINT ON THE CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 32 AND SAID CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), SOUTH 00°00'51" EAST, A DISTANCE OF 1155.47 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE LEAVING SAID WESTERLY LINE, ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, NORTH 89°53'24" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY) ON THE FOLLOWING COURSE;

1st: NORTH 00°00'51" WEST, A DISTANCE OF 165.07 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE LEAVING SAID EASTERLY LINE OF SAID PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY), ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32,

2nd: NORTH 89°53'42" EAST, A DISTANCE OF 40.00 FEET; THENCE LEAVING SAID NORTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, ALONG A LINE PARALLEL WITH AND 70.00 FEET EASTERLY OF SAID WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 32 AND SAID CENTERLINE OF PERRIS BOULEVARD (60 FOOT RIGHT-OF-WAY),

3rd: SOUTH 00°00'51" EAST, A DISTANCE OF165.06 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32,

4th: SOUTH 89°53'24" WEST, A DISTANCE OF 40.00 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 6,603 SQUARE FEET (0.152 ACRES), MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE: _____
STEVEN M. HOWELL, LS 5758
LICENSE EXPIRES 6/30/10
DATE: September 16, 2009

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
EXPIRES 06-30-10
No. 5758
STATE OF CALIFORNIA

EXHIBIT "A"

RIGHT OF WAY EASEMENT

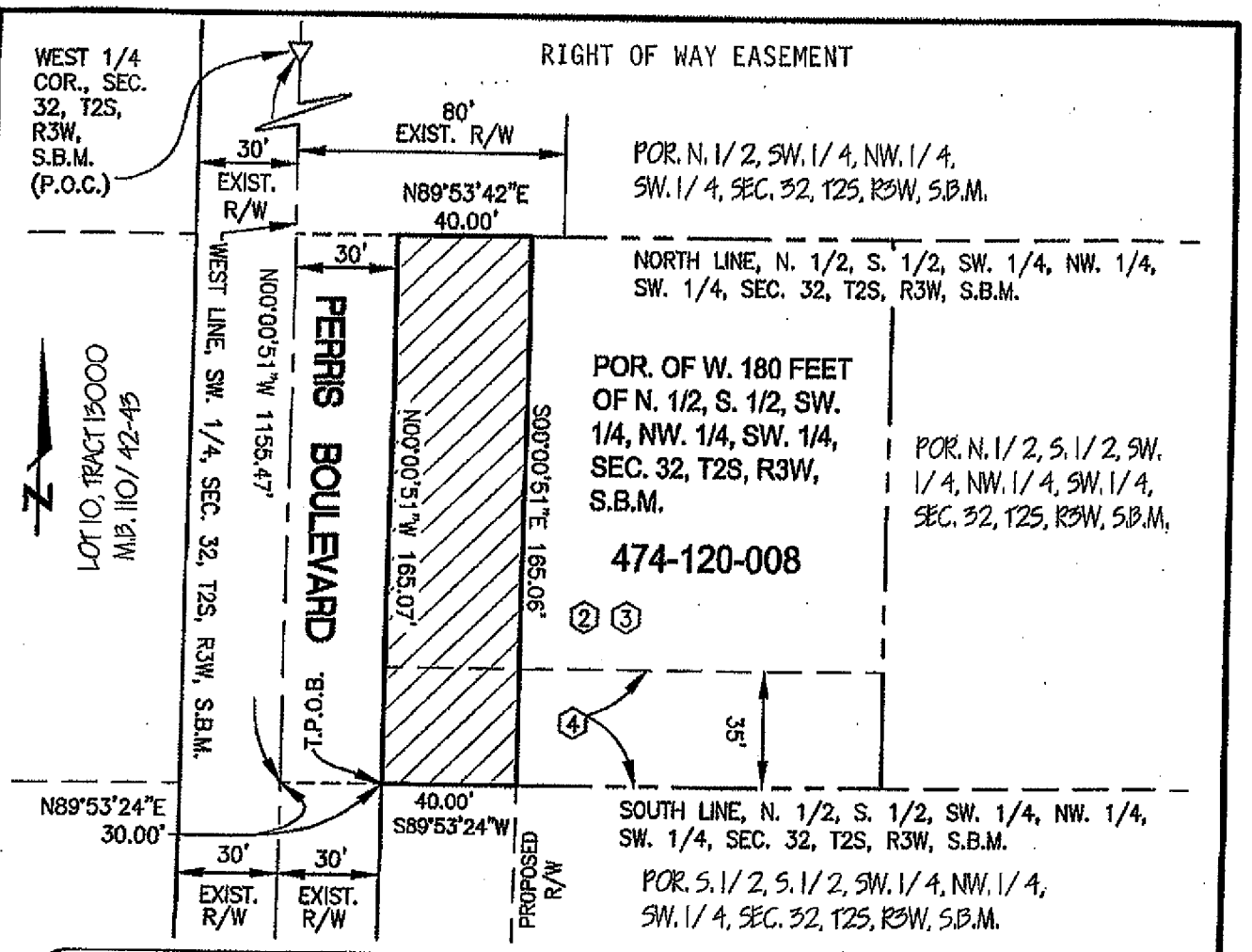

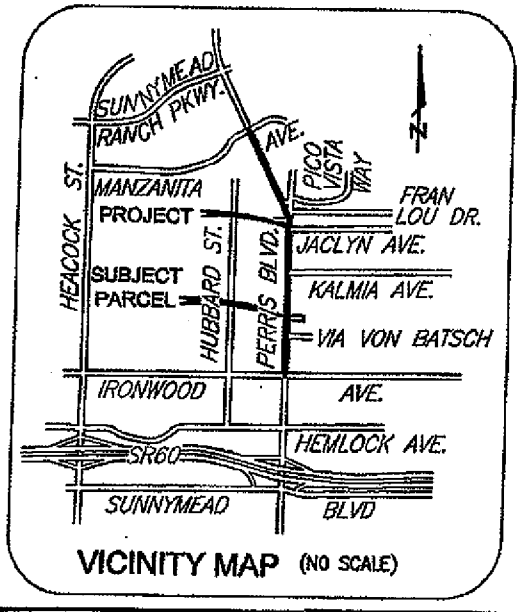

VICINITY MAP (NO SCALE)

LEGEND

▨	LAND ACQUISITION AREA 6,603 SQ. FT. (0.152 AC.)
T.P.O.B.	DENOTES TRUE POINT OF BEGINNING
P.O.C.	DENOTES POINT OF COMMENCEMENT
R/W	DENOTES RIGHT-OF-WAY
(2)	EXISTING EASEMENT NOTE. SEE SHEET 2.

REFERENCE: TITLE REPORT BY STEWART TITLE OF CALIFORINIA, ORDER NO. 92701300, DATED 03/06/2007.

LICENSED LAND SURVEYOR STEVEN M. HOWELL Exp. 6-30-2010 No. 5758 STATE OF CALIFORNIA

SEPTEMBER 16, 2009

AECOM Transportation AECOM
1131 West Sixth Street, Suite 350
Ontario, California 91762
T 909.933.5225 F 909.933.5228
www.aecom.com

CITY OF MORENO VALLEY

PERRIS BOULEVARD WIDENING
IRONWOOD AVE. TO MANZANITA AVE.

EXHIBIT "A"

EXHIBIT "A"

RIGHT OF WAY EASEMENT

ASSESSOR'S PARCEL 474-120-024

A PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED RECORDED JUNE 4, 2003 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA AS INSTRUMENT NO. 2003-401096 OF OFFICIAL RECORDS, BEING A PORTION OF PARCEL 1 OF PARCEL MAP NO. 7520, RECORDED AUGUST 13, 1976 IN BOOK 26, PAGE 47 OF PARCEL MAPS, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1 OF PARCEL MAP NO. 7520, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PERRIS BOULEVARD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520 AND SAID EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD ON THE FOLLOWING COURSES;

1st : NORTH 00°00'51" WEST (NORTH 00°00'30" EAST PER SAID PARCEL MAP NO. 7520), A DISTANCE OF 125.19 FEET; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520,

2nd : NORTH 42°32'16" EAST (NORTH 42°33'13" EAST PER SAID PARCEL MAP NO. 7520), A DISTANCE OF 33.94 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520,

3rd: NORTH 89°51'36" EAST, A DISTANCE OF14.99 FEET; THENCE LEAVING SAID NORTHERLY LINE,

4th: SOUTH 44°54'47" WEST, A DISTANCE OF 32.49 FEET TO A POINT ON A LINE PARALLEL WITH AND 15.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520 AND SAID EASTERLY RIGHT-OF-WAY LINE OF SAID PERRIS BOULEVARD; THENCE ALONG SAID PARALLEL LINE,

5th: SOUTH 00°00'51" EAST, A DISTANCE OF 127.19 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 7520,

6th: SOUTH 89°51'08" WEST (SOUTH 89°52'29" WEST PER SAID PARCEL MAP NO. 7520), A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 2,229 SQUARE FEET (0.051 ACRES), MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE: _____
STEVEN M. HOWELL, LS 5758
LICENSE EXPIRES 6/30/10
DATE: September 22, 2009

LICENSED LAND SURVEYOR
STEVEN M. HOWELL
EXPIRES 06-30-10
No. 5758
STATE OF CALIFORNIA

EXHIBIT "A"

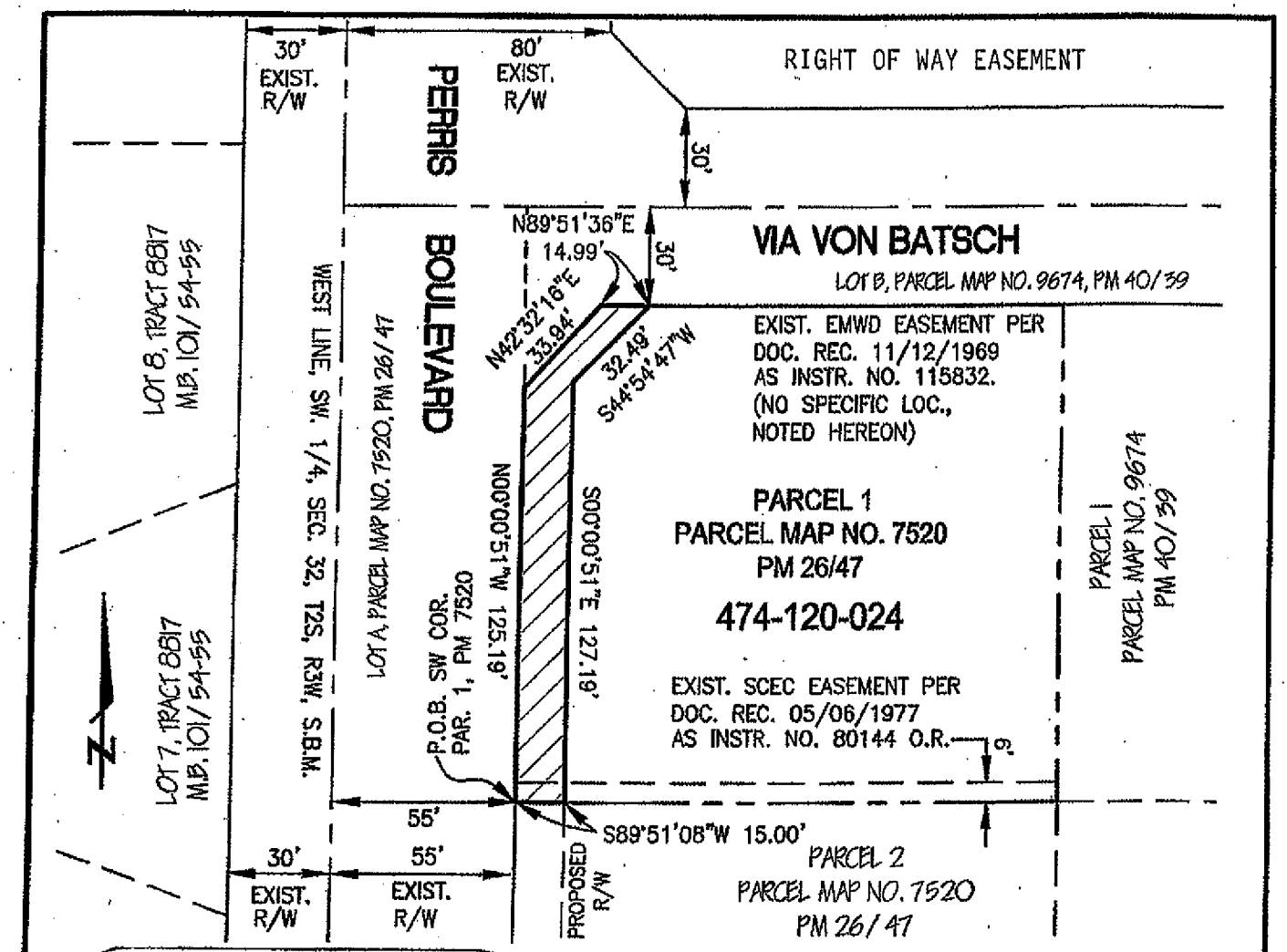

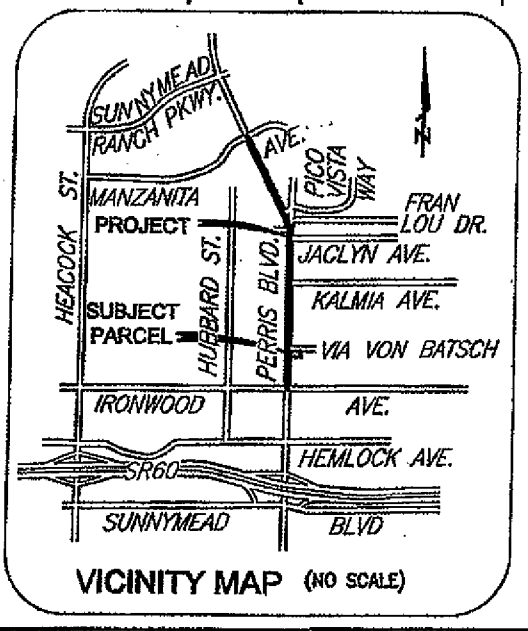

VICINITY MAP (NO SCALE)

LEGEND

▨	LAND ACQUISITION AREA 2,229 SQ. FT. (0.051 AC.)
P.O.B.	DENOTES POINT OF BEGINNING
R/W	DENOTES RIGHT-OF-WAY

LICENSED LAND SURVEYOR ★ STEVEN M. HOWELL ★ Exp. 6-30-2010 No. 5758 STATE OF CALIFORNIA

REFERENCE: TITLE REPORT BY STEWART TITLE OF CALIFORINIA, ORDER NO. 92701302, DATED 03/05/2007.

SEPTEMBER 22, 2009

AECOM Transportation AECOM
1131 West Sixth Street, Suite 350
Ontario, California 91762
T 909.933.5225 F 909.933.5228
www.aecom.com

CITY OF MORENO VALLEY

PERRIS BOULEVARD WIDENING
IRONWOOD AVE. TO MANZANITA AVE.

EXHIBIT "A"

Item No. E.7

MV00108164

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MV00108165

FACTUAL SUMMARY TO SUPPORT
FINDINGS REQUIRED IN RESOLUTION NO. 2011-_____

a) Notice and reasonable opportunity to appear and be heard has been given to the property owner affected by the Resolution of Necessity by the mailing of the Notice of Intent to Adopt Resolution of Necessity to Acquire Certain Real Property or Interest in Property by Eminent Domain on May 26, 2011, in conformance with and as required by statute.

b) The public interest and necessity require this project:

Perris Boulevard from Ironwood Avenue to Manzanita Avenue and the adjoining streets have experienced rapid and heavy increases in traffic volume and the heavy use of the existing street improvements creates significant traffic congestion and constitutes traffic safety hazards. Future growth of the region and development within the area will further add traffic volume. The existing right of way for Perris Boulevard in the area of the Project is insufficient to allow the street improvements as designed to be completed that is necessary to accommodate future increases in anticipated traffic volumes.

It is also necessary to complete the roadway improvements to comply with the City's General Plan and Circulation Element and to provide for more efficient and safe vehicular travel.

The proposed roadway easement will provide sufficient right of way to allow the improvement of Perris Boulevard from Ironwood Avenue to Manzanita Avenue (Project). Without the acquisition of the roadway easement, the Project cannot be completed as planned and the goals and policies of the General Plan cannot be implemented.

The Project involves the widening and rehabilitation of Perris Boulevard from Ironwood Avenue to Manzanita Avenue, including street, signing, striping, and other related road improvements.

The implementation of the Project will implement the City's General Plan and the City Council's goals to create proper and free flowing streets and highways to further implement the Circulation Element of the General Plan.

It is further necessary to adopt the Resolution of Necessity to permit the City to file an eminent domain proceeding, deposit the amount of probable compensation, and obtain an order for possession prior to judgment to allow possession to occur by November 2011, to meet the time schedule for the improvements to Perris Boulevard from Ironwood Avenue to Manzanita Avenue.

Attachment "B"

c) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury:

The design of the improvements for the Project in the area contemplated has been carefully considered to minimize the impact of the Project on adjacent privately owned property while addressing the need for proper traffic flow, circulation and safety. The improvements contemplated by the Project to complete the work of the Project require the acquisition of the roadway easement for the installation, operation, and maintenance of the proposed roadway improvements. The roadway easement acquisition is designed to require the take of the minimum amount of property interests necessary to accomplish and permit the construction of the Project. The Project was planned and located in such a manner that the properties to be acquired in the action have no residents, businesses, or agricultural uses that will be displaced by the Project - thereby minimizing private injury.

d) The fee and easement interests are necessary to the project:

The existing right of way for the Project is not large enough to allow for the construction of the proposed roadway improvements. The additional right of way is necessary to allow for the construction, operation, and maintenance of the proposed roadway improvements. The Project will improve traffic safety and circulation in the area.

e) All required offers have been made to the property owner in conformance with and in the manner required by § 7267.2 of the California Government Code.

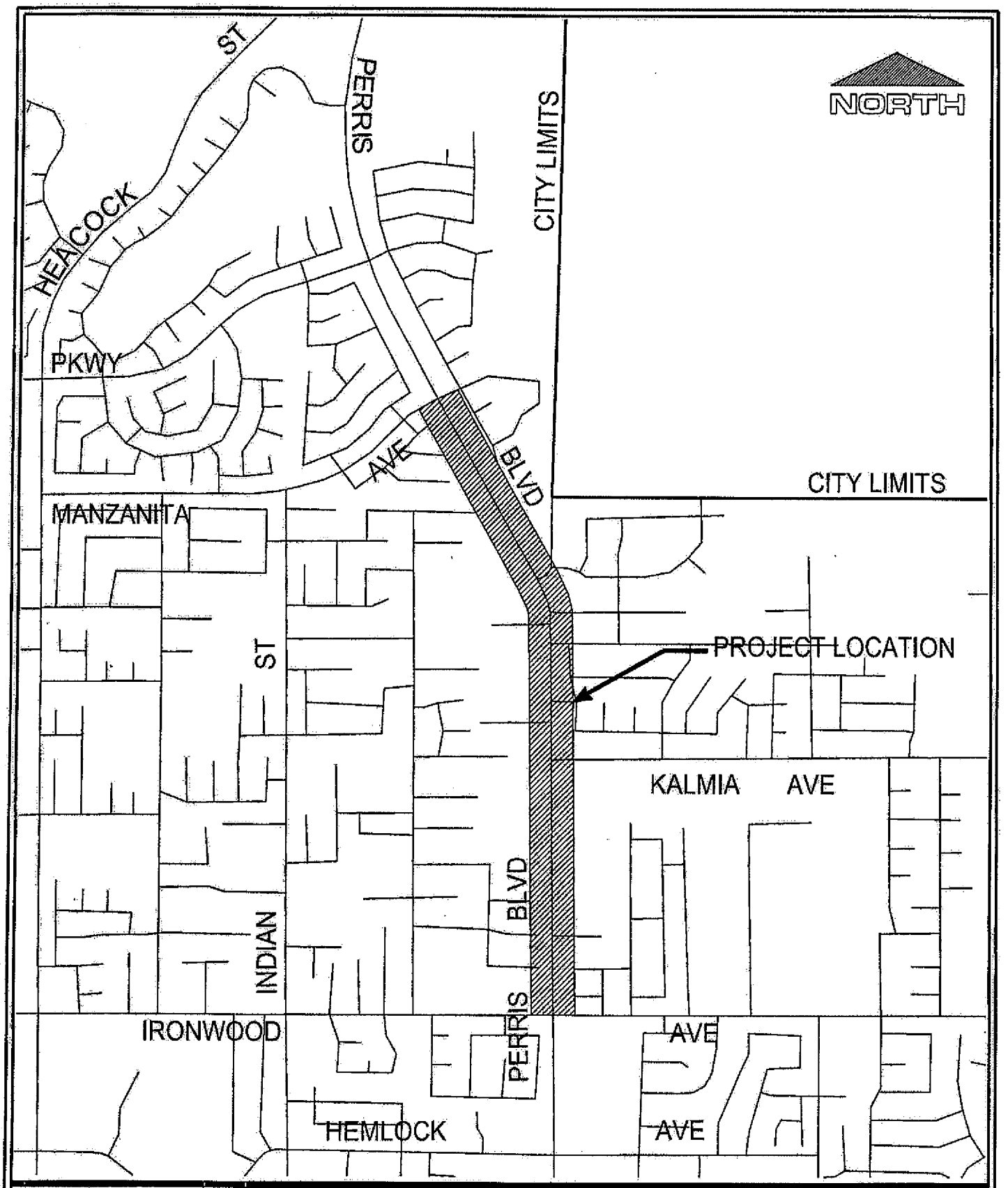

Public Works Department
Capital Projects Division

Scale: None

MORENO VALLEY
WHERE DREAMS SOAR

LOCATION MAP

PERRIS BLVD IMPROVEMENTS FROM IRONWOOD AVE TO MANZANITA AVE
PROJECT NO. 11-41570225

Attachment "C"

Item No. E.7

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MV00108169

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. **Mayor Pro Tem Jesse L. Molina Report on Riverside Transit Agency (RTA)**

b. **Council Member Co Report on Riverside County Transportation Commission (RCTC)**

c. **Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)**

d. **Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)**

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MV00108171

G. 2 RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) 60/215 EAST JUNCTION CONSTRUCTION PROJECT **(Informational Oral Presentation - Not for Council Action)**

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MV00108173

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for a proposed increase in the CSD Zone D annual parcel charge for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone D program provides parkway landscape maintenance at the entry of a tract, around its perimeter, or in the median adjacent to the tract.

The Moreno Valley CSD provides services through full-cost recovery programs. The annual Zone D parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric

utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone D program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected tracts to seek approval for an increase to the annual charge to maintain services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Tracts 19862, 19912, 20941, 21737, 22371, and 31591 the opportunity to approve or oppose the proposed increase in the CSD Zone D annual parcel charge. The proposed CSD Zone D parcel charge for each tract is listed below.

Tract	Number of Parcels	Council District	Location *	2010/11 CSD Zone D Annual Parcel Charge	Proposed 2011/12 CSD Zone D Annual Parcel Charge
19862	35	1	On Ironwood at Weller Place	$150.80	$252.00
19912	138	4	Northwest of Kitching & Iris	84.50	129.00
20941	76	3	Northeast of Lasselle & Bay	104.98	166.00
21737	14	1	On Ironwood at Kilgore	214.04	431.00
22371	39	1	Southeast of Eucalyptus & Kitching	291.42	497.00
31591	33	3	Northwest of Eucalyptus & Morrison	462.70	628.00

* Maps identifying the parcels and landscaped areas are included with each mail ballot packet.

The CSD Zone D charges are subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 14, 2011 and the Public Hearing on June 28, 2011.

If a tract approves the proposed increase by a simple majority (50%+1) of the returned valid ballots, the proposed CSD Zone D parcel charge will be levied on the 2011/12 Riverside County property tax bill. If a tract does not approve the proposed increase by a simple majority of the returned valid ballots, the current CSD Zone D parcel charge shall continue to be levied on the property tax bill, which includes an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan, General Management Policy #2.30.

If revenues from a tract do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is unable to provide the landscape maintenance service.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for the selected tracts for the proposed increase in the CSD Zone D annual parcel charge. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment in a mail ballot proceeding.*

2. **Do not accept public comments** regarding the mail ballot proceedings for the selected tracts for the proposed increase in the CSD Zone D annual parcel charge. *This alternative would be contrary to state statutes.*

FISCAL IMPACT

There is no impact on the General Fund for the operation of the CSD Zone D program. The CSD provides services through various zones, such as Zone D (Parkway Landscape Maintenance), which are full-cost recovery programs. The collection of the CSD Zone D annual charge is restricted for landscape maintenance services and administration of the CSD Zone D program.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness
Continuation of the Zone D services in the landscaped areas of the selected tracts shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The proposed CSD Zone D parcel charge for the selected tracts is based upon actual costs, which include maintenance and administration.

SUMMARY

The action before the CSD Board is to accept public comments regarding the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591. All property owners within the described tracts have two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 14, 2011, and the Public Hearing on June 28, 2011, when the results of the ballot proceedings will be announced.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected tracts. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone D service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each tract is included as Attachments 1 through 6.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and will be published again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Tract 19862
Attachment 2: Sample mail ballot packet for Tract 19912
Attachment 3: Sample mail ballot packet for Tract 20941
Attachment 4: Sample mail ballot packet for Tract 21737
Attachment 5: Sample mail ballot packet for Tract 22371
Attachment 6: Sample mail ballot packet for Tract 31591

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone D\Stfrpt Zone D PM 06.14.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19862 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19862 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $8.43 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 1

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19862 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19862. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $8.43 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19862 annual charge for standard landscape maintenance services is $150.80 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $252.00 per parcel. This equates to an estimated annual increase of approximately 67% or $101.20 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19862.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19862 es de $150.80 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $252.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 67% o $101.20 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19862.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $252.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $252.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

✔	A check mark substantially inside a box;
✕	An X mark substantially inside a box;
●	A dot or oval mark substantially inside a box;
■	A completely shaded or filled mark substantially inside a box;
✳	A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
	A circle around the box and/or associated clause; or
	A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 19862
FY 2011/12 BUDGET

LANDSCAPE AREA		8,805	Square Feet or
		0.20	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**252.00**	**or $21.00 per month**
Number of parcels		35	
Total Revenue	**$**	**8,820.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,472.48	
Water (Eastern Municipal Water District)		855.63	
Electricity		-	(Solar Powered)
Vandalism Repair		81.70	
Repair and Replacement/Miscellaneous Direct Expenses		650.29	
Landscape Inspectors/Technicians and Support Services		3,249.78	
Parts and Equipment		212.99	
Subtotal Direct Costs	$	7,522.87	
Indirect Costs			
Miscellaneous Indirect Expenses	$	154.12	
Special Districts Program Administration		377.95	
City Administration		762.88	
Subtotal Indirect Costs	$	1,294.95	
Total Expenses	**$**	**8,817.82**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement/Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19862
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		8,805	Pies Cuadrados
		0.20	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**252.00**	**o $21.00 mensual**
Números de parcelas		35	
Total de Ingresos	**$**	**8,820.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,472.48	
Agua (Eastern Municipal Water District)		855.63	
Electricidad (SCE)		-	(Reloj Solar)
Reparación de Vandalismo		81.70	
Reparación o Reemplazo/Egresos Misceláneos Directos		650.29	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		3,249.78	
Partes y Equipo		212.99	
Subtotal de Costos Directos	$	7,522.87	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	154.12	
Administración de Programa de Servicios Especiales		377.95	
Administración de la Ciudad		762.88	
Subtotal de Costos Indirectos	$	1,294.95	
Total de Egresos	**$**	**8,817.82**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

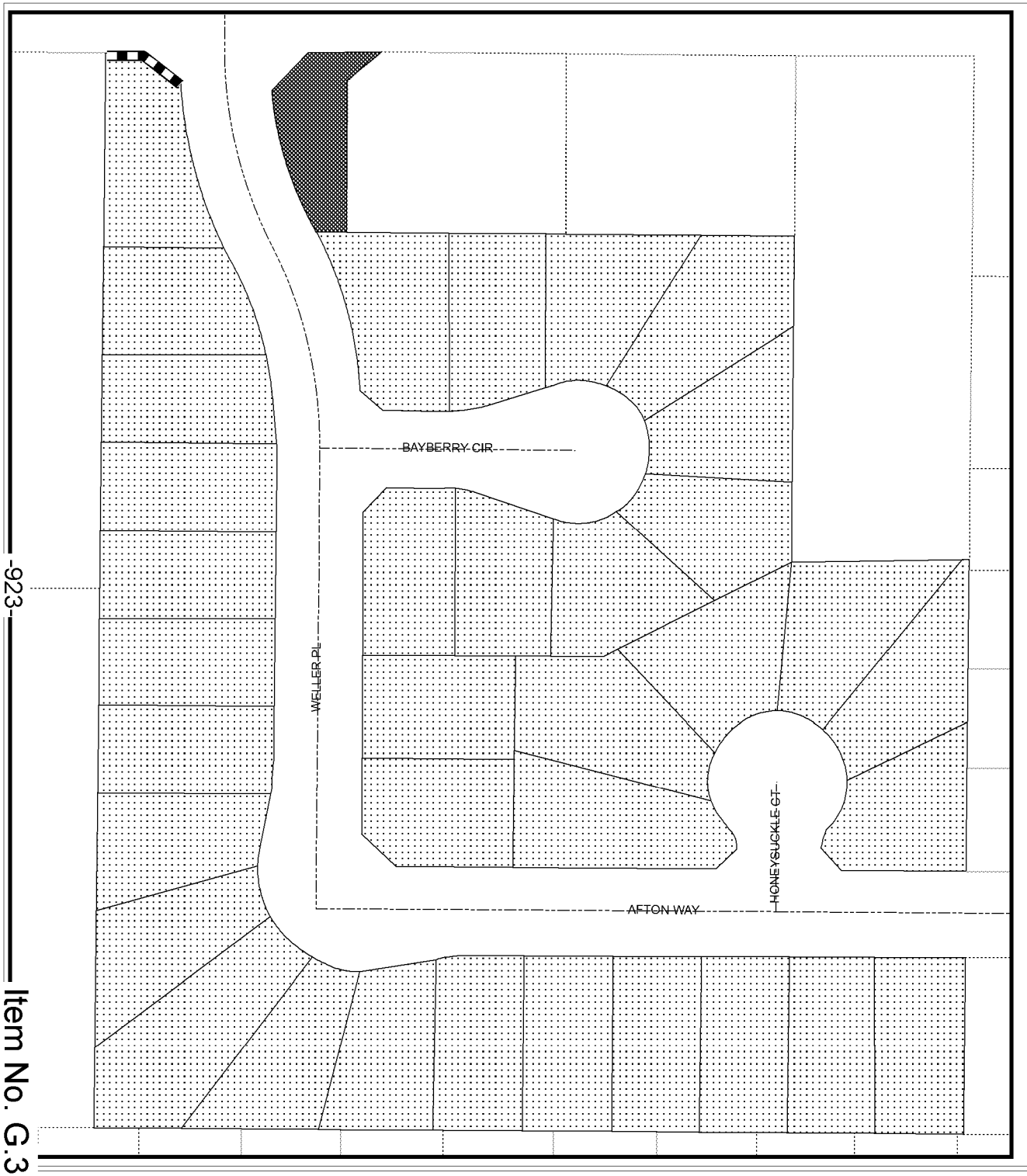

Tract/Fraccionamiento 19862

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 19862
- Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

G:\AVP\SDA\Zone D Tract 19862.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19912 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19912 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $3.71 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 2

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19912 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19912. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $3.71 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19912 annual charge for standard landscape maintenance services is $84.50 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $129.00 per parcel. This equates to an estimated annual increase of approximately 53% or $44.50 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19912.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19912 es de $84.50 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $129.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 53% o $44.50 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19912.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $129.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $129.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 19912
FY 2011/12 BUDGET

LANDSCAPE AREA		11,750	Square Feet or
		0.27	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**129.00**	**or $10.75 per month**
Number of parcels		138	
Total Revenue	**$**	**17,802.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	3,299.40	
Water (Eastern Municipal Water District)		3,135.21	
Electricity (SCE)		299.00	
Vandalism Repair		81.23	
Repair and Replacement/Miscellaneous Direct Expenses		1,368.27	
Landscape Inspectors/Technicians and Support Services		6,549.92	
Parts and Equipment		429.27	
Subtotal Direct Costs	$	15,162.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	310.64	
Special Districts Program Administration		761.76	
City Administration		1,537.58	
Subtotal Indirect Costs	$	2,609.98	
Total Expenses	**$**	**17,772.28**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19912
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		11,750	Pies Cuadrados
		0.27	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**129.00**	**o $10.75 mensual**
Números de parcelas		138	
Total de Ingresos	**$**	**17,802.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	3,299.40	
Agua (Eastern Municipal Water District)		3,135.21	
Electricidad (SCE)		299.00	
Reparación de Vandalismo		81.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,368.27	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		6,549.92	
Partes y Equipo		429.27	
Subtotal de Costos Directos	$	15,162.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	310.64	
Administración de Programa de Servicios Especiales		761.76	
Administración de la Ciudad		1,537.58	
Subtotal de Costos Indirectos	$	2,609.98	
Total de Egresos	**$**	**17,772.28**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

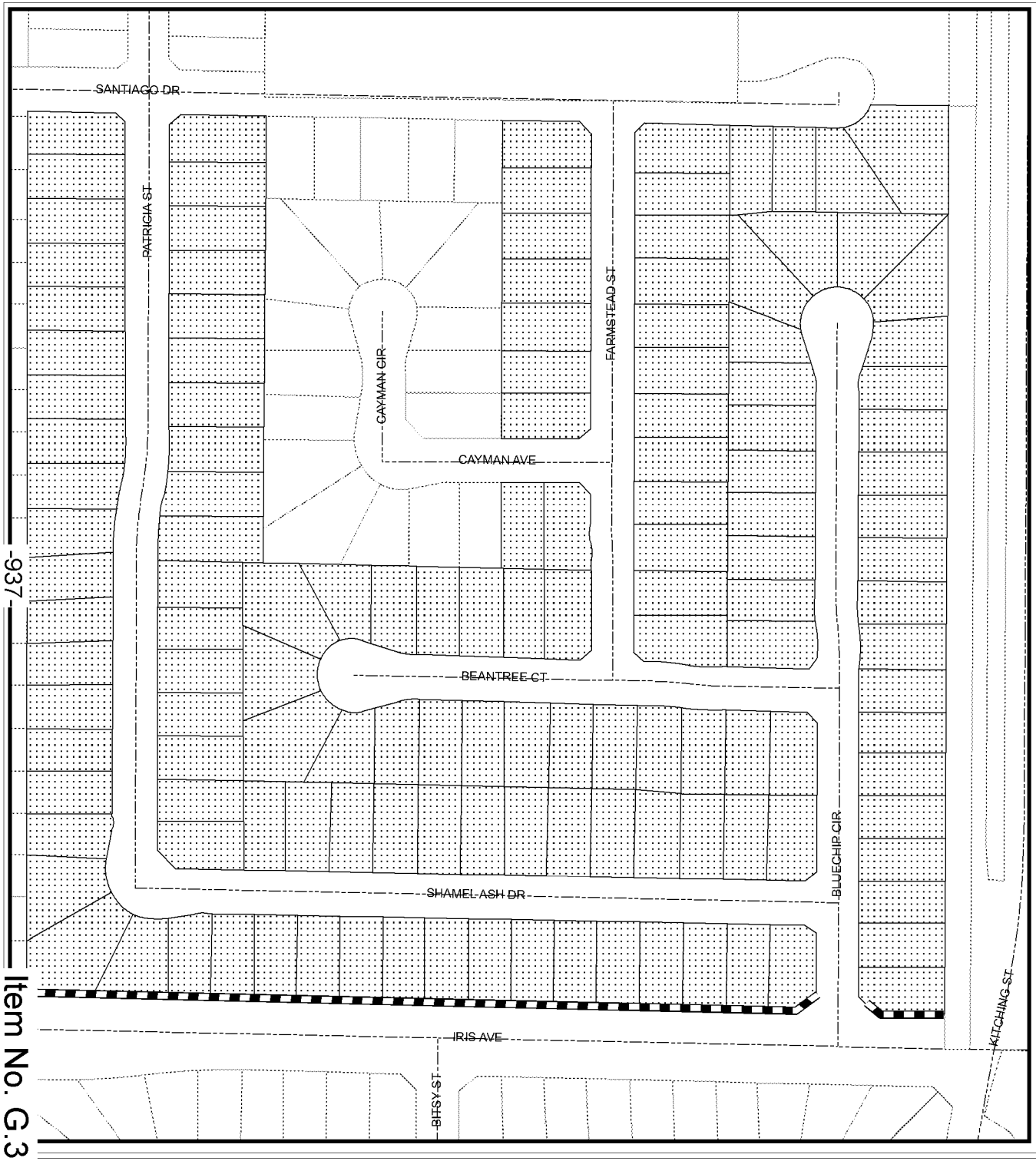

Tract/Fraccionamiento 19912

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 19912

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

N

0 150 300 450 600 Feet

G:\AVP\SDA\Zone D Tract 19912.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 20941 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 20941 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $5.09 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 20941 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 20941. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $5.09 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 20941 annual charge for standard landscape maintenance services is $104.98 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $166.00 per parcel. This equates to an estimated annual increase of approximately 58% or $61.02 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 20941.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 20941 es de $104.98 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $166.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 58% o $61.02 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 20941.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $166.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $166.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 20941
FY 2011/12 BUDGET

LANDSCAPE AREA		9,600	Square Feet or
		0.22	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**166.00**	**or $13.83 per month**
Number of parcels		76	
Total Revenue	**$**	**12,616.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,695.68	
Water (Eastern Municipal Water District)		1,132.40	
Electricity (SCE)		301.07	
Repair and Replacement/Miscellaneous Direct Expenses		1,676.36	
Landscape Inspectors/Technicians and Support Services		4,646.84	
Parts and Equipment		304.55	
Subtotal Direct Costs	$	10,756.90	
Indirect Costs			
Miscellaneous Indirect Expenses	$	220.38	
Special Districts Program Administration		540.43	
City Administration		1,090.83	
Subtotal Indirect Costs	$	1,851.64	
Total Expenses	**$**	**12,608.54**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 20941
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		9,600	Pies Cuadrados
		0.22	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**166.00**	**o $13.83 mensual**
Números de parcelas		76	
Total de Ingresos	**$**	**12,616.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,695.68	
Agua (Eastern Municipal Water District)		1,132.40	
Electricidad (SCE)		301.07	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,676.36	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		4,646.84	
Partes y Equipo		304.55	
Subtotal de Costos Directos	$	10,756.90	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	220.38	
Administración de Programa de Servicios Especiales		540.43	
Administración de la Ciudad		1,090.83	
Subtotal de Costos Indirectos	$	1,851.64	
Total de Egresos	**$**	**12,608.54**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

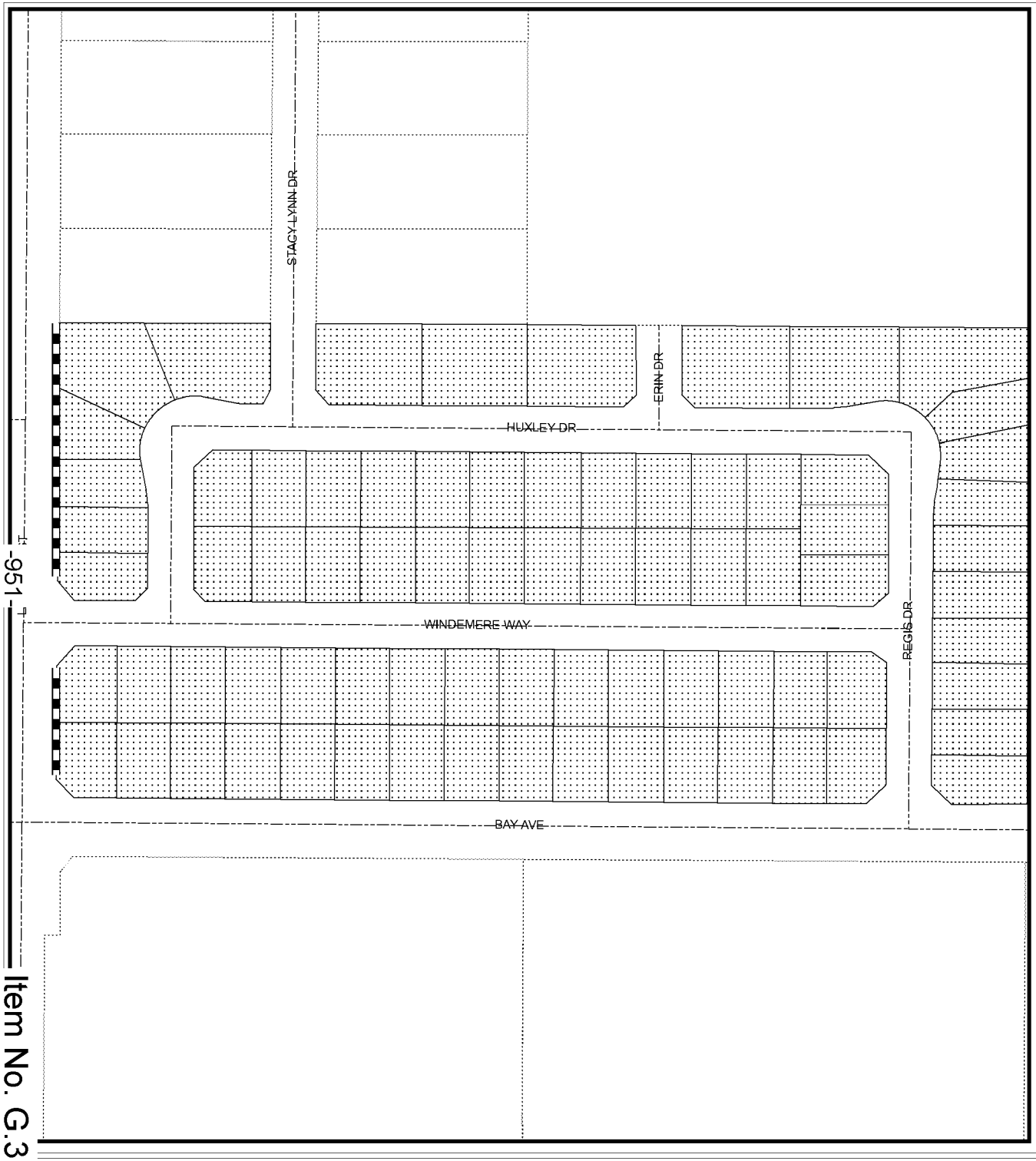

Tract/Fraccionamiento 20941

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 20941

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

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0 145 290 435 580 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. «PARCEL»
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 20941 «APNI»

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si** «APNY»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

Yes, ***I approve*** the increase in the annual charge for Zone D services of $61.02 per parcel **(approximately $5.09 per month)**. The increase will adjust the approved annual charge from $104.98 to $166.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela **(aproximadamente $5.09 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $104.98 a $166.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No** «APNN»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

No, ***I do not approve*** the increase in the annual charge for Zone D services of $61.02 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

«endorse» «sequence»
«Owner1»
«co»
«MAIL_TO_STREET_ADDRESS»
«MAIL_TO_CITY» «State» «zip»

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 21737 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 21737 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $21.63 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 21737 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 21737. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $21.63 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 21737 annual charge for standard landscape maintenance services is $214.04 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $468.00 per parcel. This equates to an estimated annual increase of approximately 119% or $253.96 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 21737.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 21737 es de $214.04 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $468.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 119% o $253.96 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 21737.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $468.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $468.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 21737
FY 2011/12 BUDGET

LANDSCAPE AREA		3,920	Square Feet or
		0.09	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**431.00**	**or $35.92 per month**
Number of parcels		14	
Total Revenue	**$**	**6,034.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	1,100.76	
Water (Eastern Municipal Water District)		515.51	
Electricity (SCE)		299.23	
Repair and Replacement/Miscellaneous Direct Expenses		862.83	
Landscape Inspectors/Technicians and Support Services		2,223.83	
Parts and Equipment		145.75	
Subtotal Direct Costs	$	5,147.91	
Indirect Costs			
Miscellaneous Indirect Expenses	$	105.47	
Special Districts Program Administration		258.63	
City Administration		522.04	
Subtotal Indirect Costs	$	886.14	
Total Expenses	**$**	**6,034.05**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 21737
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,920	Pies Cuadrados
		0.09	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**431.00**	**o $35.92 mensual**
Números de parcelas		14	
Total de Ingresos	**$**	**6,034.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	1,100.76	
Agua (Eastern Municipal Water District)		515.51	
Electricidad (SCE)		299.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		862.83	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		2,223.83	
Partes y Equipo		145.75	
Subtotal de Costos Directos	$	5,147.91	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	105.47	
Administración de Programa de Servicios Especiales		258.63	
Administración de la Ciudad		522.04	
Subtotal de Costos Indirectos	$	886.14	
Total de Egresos	**$**	**6,034.05**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

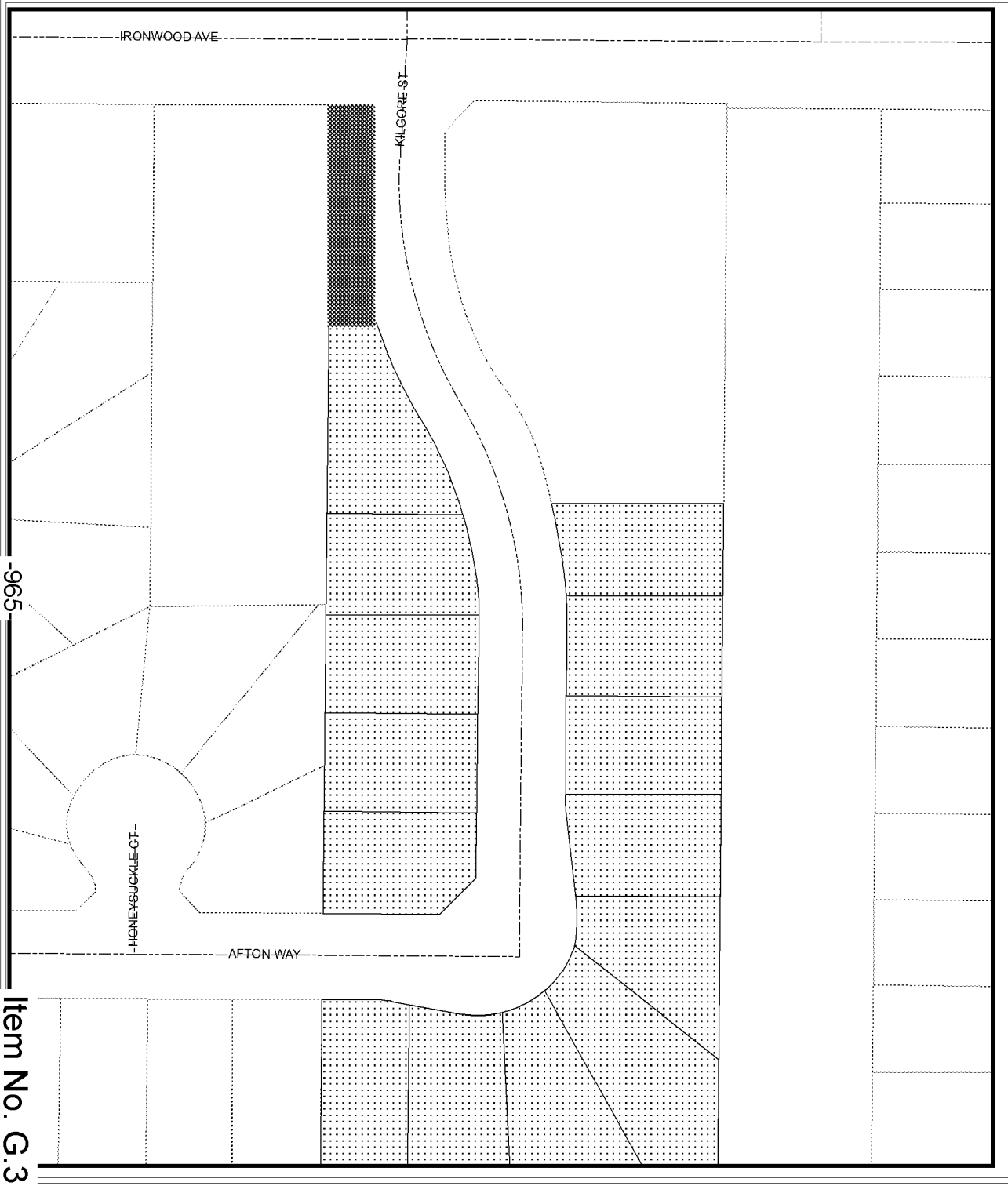

Tract/Fraccionamiento 21737

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 21737
- Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of April 4, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341024
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 21737

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $216.96 per parcel **(approximately $18.08 per month)** The increase will adjust the approved annual charge from $214.04 to $431.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela **(aproximadamente $18.08 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $214.04 a $431.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $216.96 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000295
MANUEL ENRIGUEZ

24697 AFTON WAY
MORENO VALLEY CA 92557-7842

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 22371 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 22371 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $20.72 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 5

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 22371 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 22371. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $20.72 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 22371 annual charge for standard landscape maintenance services is $291.42 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $540.00 per parcel. This equates to an estimated annual increase of approximately 85% or $248.58 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 22371.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 22371 es de $291.42 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $540.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 85% o $248.58 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 22371.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $540.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $540.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 22371
FY 2011/12 BUDGET

LANDSCAPE AREA		17,844	Square Feet or
		0.41	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**497.00**	**or $41.42 per month**
Number of parcels		39	
Total Revenue	**$**	**19,383.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	5,010.60	
Water (Eastern Municipal Water District)		2,199.50	
Electricity (SCE)		302.38	
Repair and Replacement/Miscellaneous Direct Expenses		1,406.96	
Landscape Inspectors/Technicians and Support Services		7,139.29	
Parts and Equipment		467.90	
Subtotal Direct Costs	$	16,526.63	
Indirect Costs			
Miscellaneous Indirect Expenses	$	338.59	
Special Districts Program Administration		830.31	
City Administration		1,675.93	
Subtotal Indirect Costs	$	2,844.83	
Total Expenses	**$**	**19,371.46**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 22371
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		17,844	Pies Cuadrados
		0.41	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**497.00**	**o $41.42 mensual**
Números de parcelas		39	
Total de Ingresos	**$**	**19,383.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	5,010.60	
Agua (Eastern Municipal Water District)		2,199.50	
Electricidad (SCE)		302.38	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,406.96	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,139.29	
Partes y Equipo		467.90	
Subtotal de Costos Directos	$	16,526.63	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	338.59	
Administración de Programa de Servicios Especiales		830.31	
Administración de la Ciudad		1,675.93	
Subtotal de Costos Indirectos	$	2,844.83	
Total de Egresos	**$**	**19,371.46**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

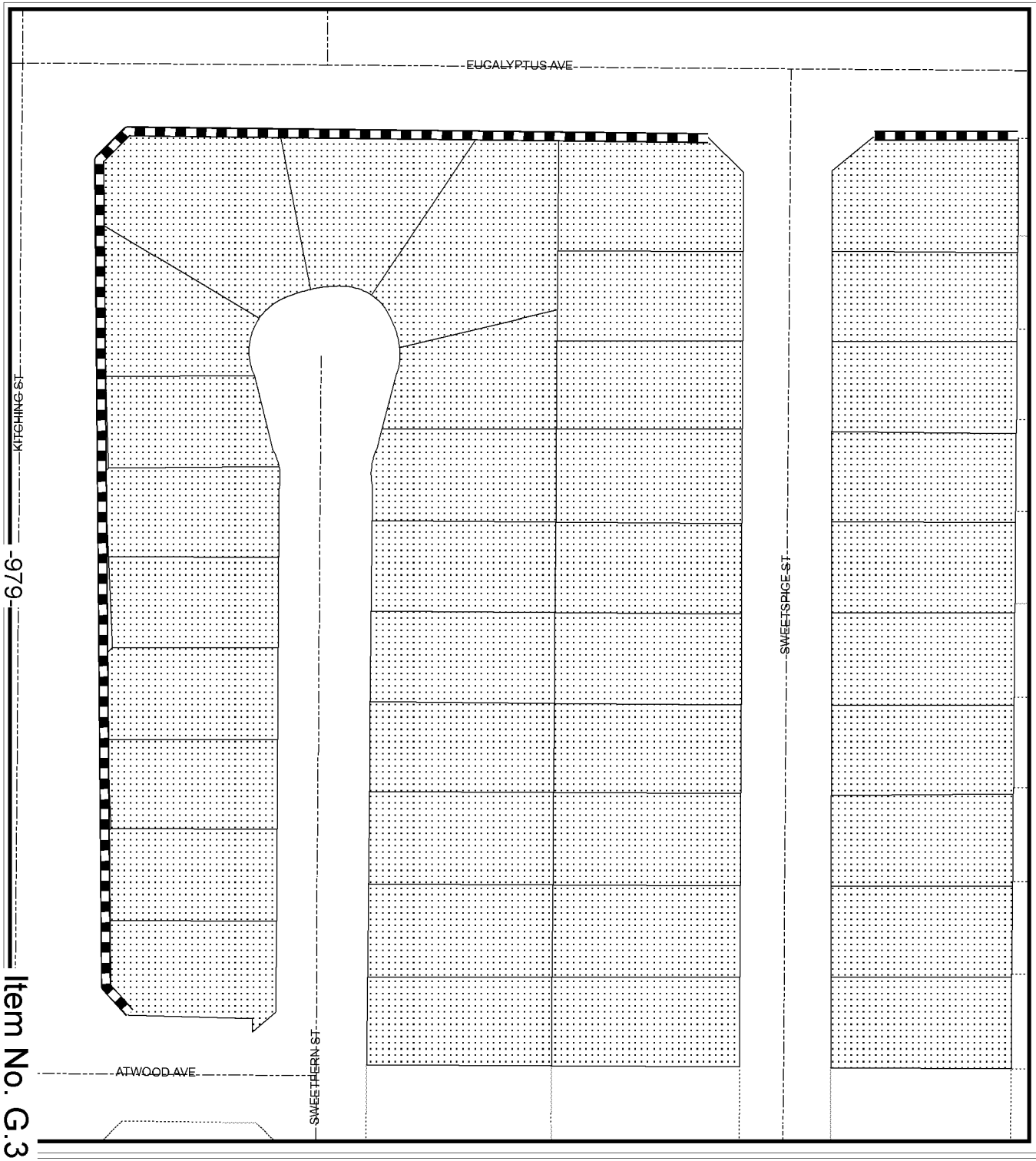

Tract/Fraccionamiento 22371

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 22371

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 479524018
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 22371

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $205.58 per parcel **(approximately $17.13 per month)**. The increase will adjust the approved annual charge from $291.42 to $497.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela **(aproximadamente $17.13 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $291.42 a $497.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $205.58 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

MV00108247

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 31591 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 31591 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $18.19 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 6

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 31591 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 31591. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $18.19 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona Des un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 31591 annual charge for standard landscape maintenance services is $462.70 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $681.00 per parcel. This equates to an estimated annual increase of approximately 47% or $218.30 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 31591.

Per Parcel	
Fiscal Year	**Annual Charge**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 31591 es de $462.70 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $681.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 47% o $218.30 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 31591.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $681.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $681.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 31591
FY 2011/12 BUDGET

LANDSCAPE AREA		16,445	Square Feet or
		0.38	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**628.00**	**or $52.33 per month**
Number of parcels		33	
Total Revenue	**$**	**20,724.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	4,617.60	
Water (Eastern Municipal Water District)		3,043.65	
Electricity (SCE)		306.94	
Vandalism Repair		93.02	
Repair and Replacement/Miscellaneous Direct Expenses		1,467.38	
Landscape Inspectors/Technicians and Support Services		7,626.86	
Parts and Equipment		499.85	
Subtotal Direct Costs	$	17,655.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	361.71	
Special Districts Program Administration		887.01	
City Administration		1,790.39	
Subtotal Indirect Costs	$	3,039.11	
Total Expenses	**$**	**20,694.41**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 31591
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		16,445	Pies Cuadrados
		0.38	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**628.00**	**o $52.33 mensual**
Números de parcelas		33	
Total de Ingresos	**$**	**20,724.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	4,617.60	
Agua (Eastern Municipal Water District)		3,043.65	
Electricidad (SCE)		306.94	
Reparación de Vandalismo		93.02	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,467.38	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,626.86	
Partes y Equipo		499.85	
Subtotal de Costos Directos	$	17,655.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	361.71	
Administración de Programa de Servicios Especiales		887.01	
Administración de la Ciudad		1,790.39	
Subtotal de Costos Indirectos	$	3,039.11	
Total de Egresos	**$**	**20,694.41**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debidc tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

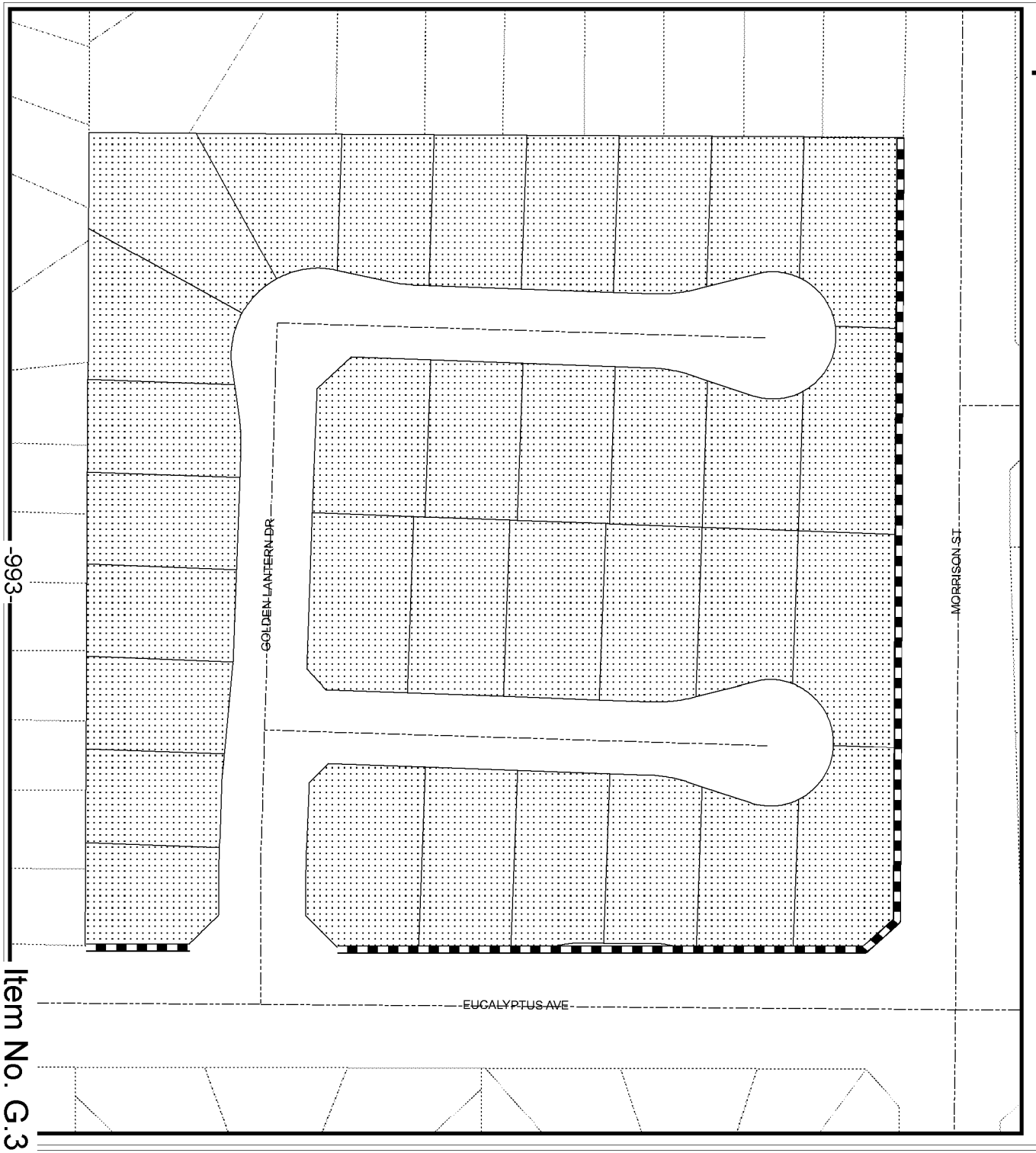

Tract/Fraccionamiento 31591

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 31591

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 85 170 255 340 Feet

G:\AVP\SDA\Zone D Tract 31591.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 487310027
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 31591

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $165.30 per parcel **(approximately $13.78 per month)**. The increase will adjust the approved annual charge from $462.70 to $628.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela **(aproximadamente $13.78 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $462.70 a $628.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $165.30 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

MV00108261

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED SUB-ZONES FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for the proposed increase in the CSD Zone E annual parcel charge for Zone E-1 (TownGate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East) landscape areas.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to commercial and residential properties in designated areas that have landscaped perimeters, open space, medians, and/or entry statements.

The CSD provides extensive landscape maintenance to the landscape areas in Zones E-1, E-2, E-3A, and E-4. Special Districts staff manages private landscape maintenance firms to ensure landscape preservation activities are completed on a regular schedule. Landscape

maintenance includes mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone E program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected sub-zones to seek approval for an increase in the annual charge to maintain landscape services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Zones E-1, E-2, E-3A, and E-4 the opportunity to approve or oppose the proposed increase in the CSD Zone E annual parcel charge. The proposed CSD Zone E parcel charges for each sub-zone are listed below.

CSD Zone	2010/11 CSD Zone E Annual Parcel Charge			Proposed 2011/12 CSD Zone E Annual Parcel Charge		
	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped Parcels	Per Condo Unit	Per Acre	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped Parcels	Per Condo Unit	Per Acre
E-1	$126.36	$57.02	$505.44	$152.00	$69.00	$608.00
E-2	398.46	N/A	N/A	518.00	N/A	N/A
E-3A	67.20	N/A	N/A	108.00	N/A	N/A
E-4	110.00	N/A	440.00	240.00	N/A	960.00

The CSD Zone E charges may be subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The proposed increase in the CSD Zone E (extensive landscape maintenance) parcel charge for each designated sub-zone will be annually levied through the property tax bill process if a simple majority (50%+1) of the returned valid ballots are marked in favor of the increase.

If a majority of the valid ballots returned do not approve the proposed annual parcel charge for each designated sub-zone, the parcel charge shall continue to be levied on the property tax bill at the current rate, which may include an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone E (Extensive Parkway Landscape Maintenance) Service Plan, General Management Policy #2.41. If revenues from a sub-zone do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is unable to provide the landscape maintenance service.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for the proposed increase in the annual parcel charges for CSD Zones E-1, E-2, E-3A, and E-4. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment in a mail ballot proceeding*.

2. **Do not accept public comments** regarding the mail ballot proceeding for the proposed increase in the annual parcel charges for CSD Zones E-1, E-2, E-3A, and E-4. *This alternative would be contrary to state statutes*.

FISCAL IMPACT

There is no impact on the General Fund for the operation of the Community Services District Zone E program. The CSD provides services through various zones, such as Zone E (Extensive Landscape Maintenance), which is a full-cost recovery program. The collection of the CSD Zone E annual charge is restricted for landscape maintenance services and administration of the Zone E program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
The proposed increase in the CSD Zone E parcel charges for Zones E-1, E-2, E-3A, and E-4 are based upon actual costs, which include maintenance and administration.

Community Image, Neighborhood Pride and Cleanliness
Continuation of the Zone E services in the landscaped areas within the described sub-zones will allow the CSD to maintain the current appearance of the areas.

SUMMARY

The action before the CSD Board is to accept public comments regarding the proposed increase in the Zone E annual parcel charge for Zones E-1, E-2, E-3A, and E-4. All property owners within the described zones have two opportunities to address the legislative body.

These two opportunities are the Public Meeting on June 14, 2011, and the Public Hearing on June 28, 2011, when the results of the ballot proceedings will be announced.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected sub-zones. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone E service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each sub-zone is included as Attachments 1 through 4.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and will be published again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Zone E-1
Attachment 2: Sample mail ballot packet for Zone E-2
Attachment 3: Sample mail ballot packet for Zone E-3A
Attachment 4: Sample mail ballot packet for Zone E-4

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone E\Zone E PM Stfrpt 06.14.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-1 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-1 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $2.14 per month** to meet current costs. The Zone E-1 charges will be collected on the County of Riverside property tax bills. The Zone E-1 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-1 are divided proportionally by the number of parcels, acres, or condo units to determine the annual charge per parcel, acre, or condo unit.

ATTACHMENT 1

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FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-1. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $2.14 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-1 son divididos en proporción al número de parcelas, unidades de condominio y acres para determinar el costo anual por parcela, unidades de condominio y acre.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-1 annual charges for standard landscape maintenance services are $126.36 per residential parcel, $505.44 per acre for nonresidential or undeveloped parcels, or $57.02 per condo unit. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-1 program for FY 2010/11 is $281,584.08.

Proposed Charge

To meet current costs, the Zone E-1 charges are proposed to be adjusted to $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit. This equates to an estimated annual increase of approximately 20% or $25.64 per residential parcel, $102.56 per acre for nonresidential or undeveloped parcels, or $11.98 per condo unit.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-1 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)		Per Condo Unit	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-1 es de $126.36 por parcela residencial, $505.44 por acre no residencial o parcelas subdesarrolladas, o $57.02 por unidad de condominio. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-1 durante el año fiscal 2010/11 es de $281,584.08.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-1 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio. Este ajuste equivaldría a un aumento anual aproximado de 20% o $25.64 por parcela residencial, $102.56 por acre no residencial o parcelas subdesarrolladas y $11.98 por unidad de condominio.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-1

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)		Por Unidad de Condominio	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approves the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-1
FY 2011/12 BUDGET

LANDSCAPE AREA		442,569	Square Feet or
		10.16	Acres
REVENUES			
Single Family Parcels (1,042)	**$**	**152.00**	**or $12.67 per month**
Condo Units (67)	**$**	**69.00**	**or $5.75 per month**
Nonresidential/undeveloped Acres (289.19 acres)	**$**	**608.00**	**or $50.67 per month**
Total Revenue	**$**	**338,834.52**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	88,430.00	
Water (Eastern Municipal Water District)		69,200.00	
Electricity (SCE)		4,000.00	
Vandalism Repair		3,400.00	
Repair and Replacement		40,143.52	
Other (mulching, plant material replacement, etc.)		25,400.00	
Landscape Inspectors/Technicians and Support Services		65,511.00	
Parts and Equipment/Miscellaneous Direct Expenses		14,383.00	
Subtotal Direct Costs	$	310,467.52	
Indirect Costs			
Miscellaneous Indirect Expenses	$	2,625.00	
Special Districts Program Administration		8,256.31	
City Administration		17,485.69	
Subtotal Indirect Costs	$	28,367.00	
Total Expenses	**$**	**338,834.52**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-1
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		442,569	Pies Cuadrados
		10.16	Acres
INGRESOS			
Parcelas de Unidades Familiar (1042)	**$**	**152.00**	**o $12.67 mensual**
Unidades de Condominio (67)	**$**	**69.00**	**o $5.75 mensual**
Acres No Residenciales o Subdesarrollados (289.19 acres)	**$**	**608.00**	**o $50.67 mensual**
Total de Ingresos	**$**	**338,834.52**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	88,430.00	
Agua (Eastern Municipal Water District)		69,200.00	
Electricidad (SCE)		4,000.00	
Reparación de Vandalismo		3,400.00	
Reparación o Reemplazo		40,143.52	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		25,400.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		65,511.00	
Partes y Equipo/Egresos Misceláneos Directos		14,383.00	
Subtotal de Costos Directos	$	310,467.52	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	2,625.00	
Administración de Programa de Servicios Especiales		8,256.31	
Administración de la Ciudad		17,485.69	
Subtotal de Costos Indirectos	$	28,367.00	
Total de Egresos	**$**	**338,834.52**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

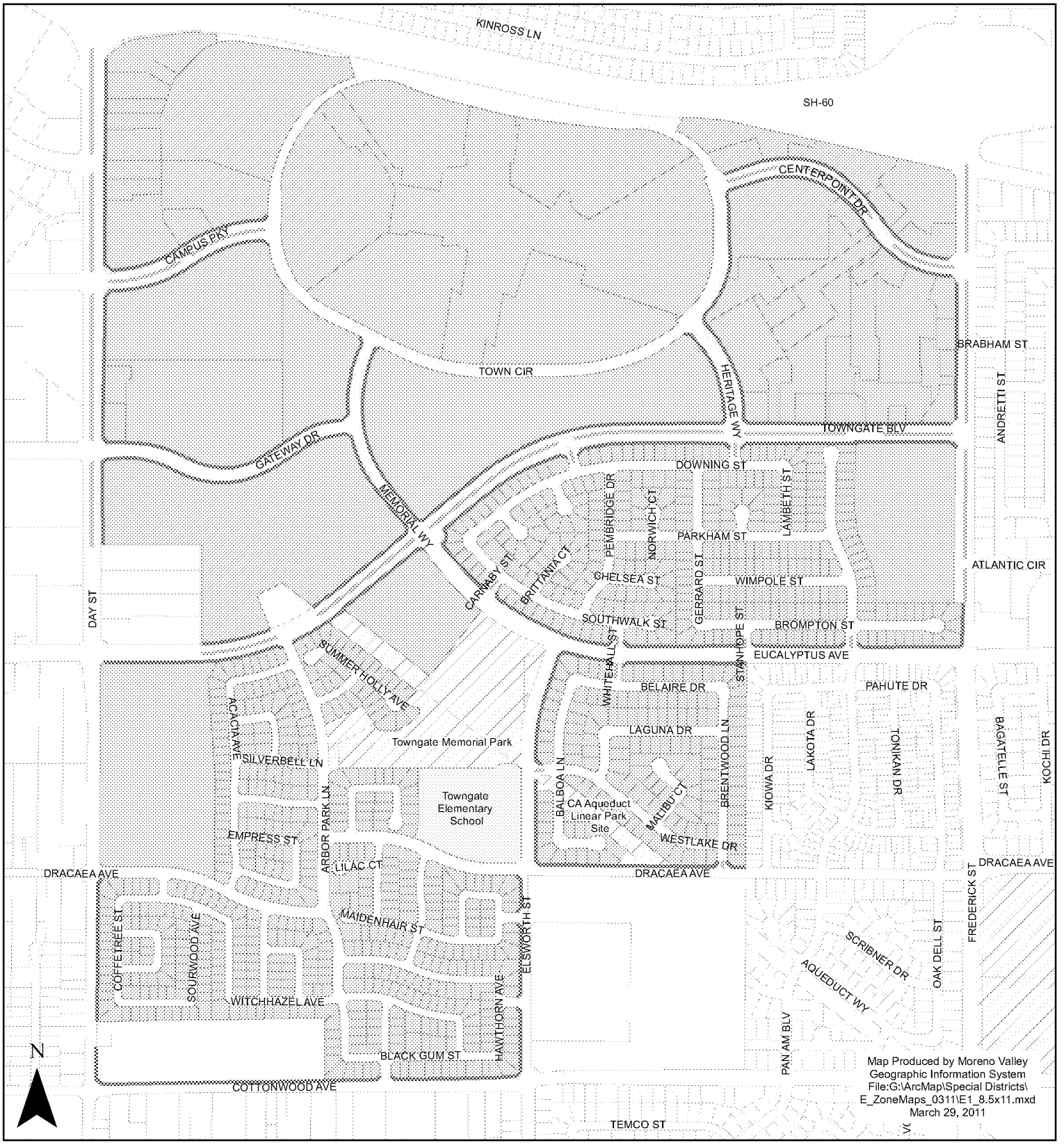

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY

Item No. G.4

MV00108278

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 291535016
CSD ZONE E-1 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-1 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-1. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel **(approximately $2.14 per month)**. The increase will adjust the approved annual charge from $126.36 to $152.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial **(aproximadamente $2.14 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $126.36 a $152.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel. I understand landscaping services for Zone E-1 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-1 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

MIXED AADC 923 0001169
FEDERAL NATL MORTGAGE ASSN
C/O IBM LENDER BUSINESS PROC SVCS
14523 SW MILLIKAN WAY STE 200
BEAVERTON OR 97005-2352

MV00108279

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-2 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-2 annual charges. If approved, beginning in FY 2011/12 annual charge shall be **increased by approximately $9.96 per month per residential parcel or Equivalent Dwelling Unit (EDU) for undeveloped parcels** to meet current costs. The Zone E-2 charge is collected on the County of Riverside property tax bills. The Zone E-2 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-2 are divided proportionally by the number of residential parcels or EDUs to determine the annual charge per parcel or EDU.

ATTACHMENT 2

Tel: 951.413.3480
Fax: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 Frederick Street, Suite 9
P. O. Box 88005
Moreno Valley, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-2

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-2. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual **por parcela residencial o Unidad de Vivencia Equivalente en parcelas subdesarrolladas (UVE) aumentara aproximadamente $9.96 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-2 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-2 son divididos en proporción al número de parcelas residenciales o UVE's para determinar el costo anual por parcela residencial o UVE.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize these cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-2 annual charges for standard landscape maintenance services are $398.46 per residential parcel or EDU. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-2 program for FY 2010/11 is $480,941.22.

Proposed Charge

To meet current costs, the Zone E-2 charges are proposed to be adjusted to $518.00 per residential parcel or EDU. This equates to an estimated annual increase of approximately 30% or $119.54 per residential parcel or EDU.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-2 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Equivalent Dwelling Unit (Undeveloped Parcels)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-2 es de $398.46 por parcela residencial o UVE. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-2 durante el año fiscal 2010/11 es de $480,941.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-2 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $518.00 por parcela residencial o UVE. Este ajuste equivaldría a un aumento anual aproximado de 30% o $119.54 por parcela residencial o UVE.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-2

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Unidad de Vivienda Equivalente (Parcelas Subdesarrolladas)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $518.00 per residential parcel or EDU shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $518 por parcela residencial o UVE será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-2
FY 2011/12 BUDGET

LANDSCAPE AREA	3,574,098	Square Feet or
	82.05	Acres
REVENUES		
Proposed Annual Zone E-2 Charge	**$ 518.00**	**or $43.16 per month**
Number of parcels/EDUs	1,207	
Total Revenue	**$ 625,226.00**	
EXPENSES		
Direct Costs		
Base Maintenance Contract	$ 188,400.00	
Water (Eastern Municipal Water District)	105,300.00	
Electricity (SCE)	6,300.00	
Vandalism Repair	5,400.00	
Repair and Replacement	94,070.00	
Other (mulching, plant material replacement, etc.)	47,700.00	
Landscape Inspectors/Technicians and Support Services	114,929.00	
Parts and Equipment/Miscellaneous Direct Expenses	14,284.00	
Subtotal Direct Costs	$ 576,383.00	
Indirect Costs		
Miscellaneous Indirect Expenses	$ 4,602.00	
Special Districts Program Administration	13,565.66	
City Administration	30,675.34	
Subtotal Indirect Costs	$ 48,843.00	
Total Expenses	**$ 625,226.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-2
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,574,098	Pies Cuadrados
		82.05	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona E-2	**$**	**518.00**	**o $43.16 mensual**
Números de parcelas/UVE		**1,207.00**	
Total de Ingresos	**$**	**625,226.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	188,400.00	
Agua (Eastern Municipal Water District)		105,300.00	
Electricidad (SCE)		6,300.00	
Reparación de Vandalismo		5,400.00	
Reparación o Reemplazo		94,070.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		47,700.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		114,929.00	
Partes y Equipo/Egresos Misceláneos Directos		14,284.00	
Subtotal de Costos Directos	$	576,383.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	4,602.00	
Administración de Programa de Servicios Especiales		13,565.66	
Administración de la Ciudad		30,675.34	
Subtotal de Costos Indirectos	$	48,843.00	
Total de Egresos	**$**	**625,226.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

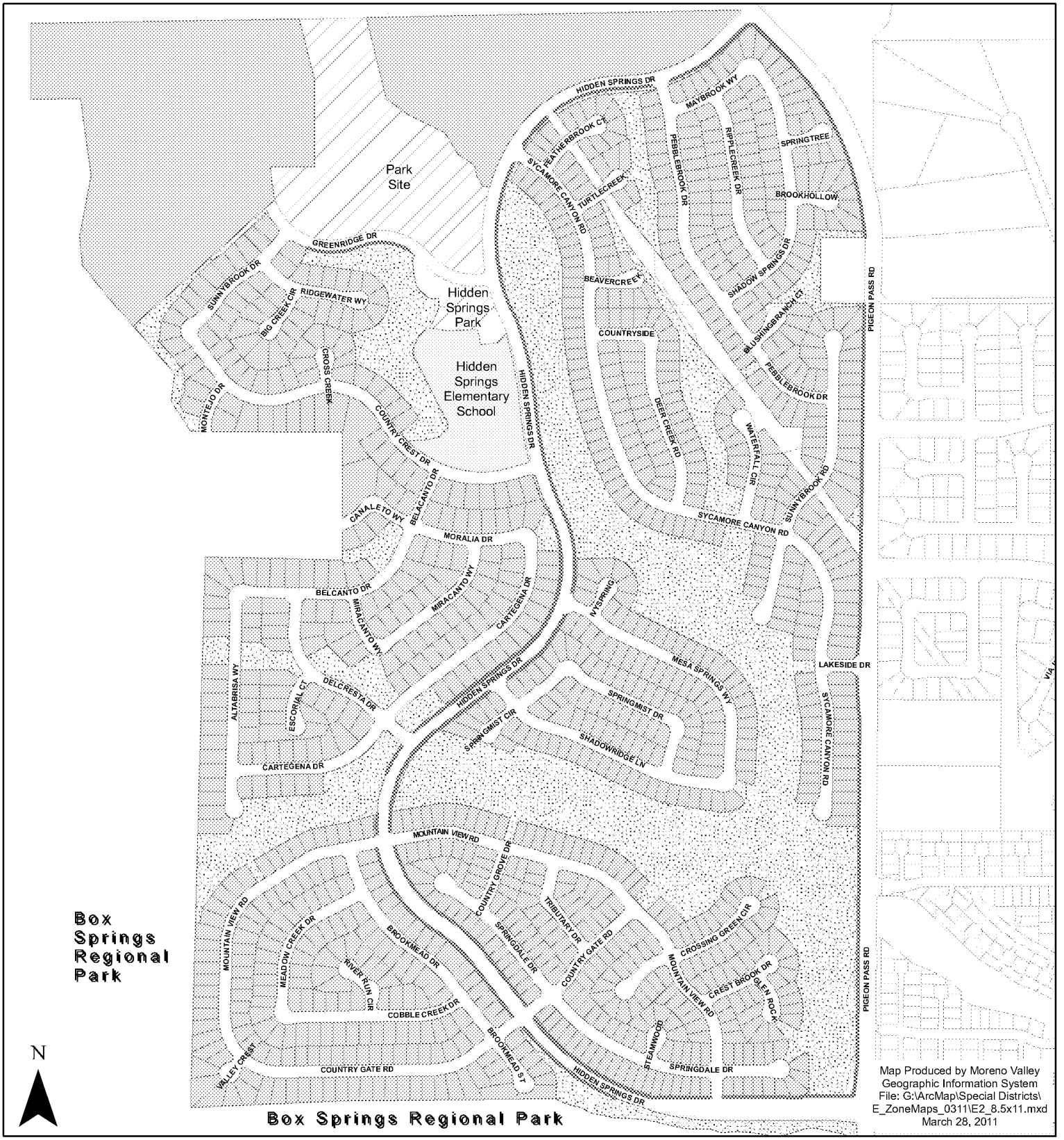

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E_ZoneMaps_0311\E2_8.5x11.mxd
March 28, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

Item No. G.4

MV00108292

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 260413014
CSD ZONE E-2 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-2 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-2. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit **(approximately $9.96 per month)**. The increase will adjust the approved annual charge from $398.46 to $518.00 per residential parcel or Equivalent Dwelling Unit for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente **(aproximadamente $9.96 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $398.46 a $518.00 por parcela o Unidad de Vivienda Equivalente para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit. I understand landscaping services for Zone E-2 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente. Entiendo que los servicios de jardinería de la Zona E-2 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SCH 5-DIGIT 92554 0000001
YASER R TELLO

11411 STEEPLECHASE DR
MORENO VALLEY CA 92555-1407

MV00108293

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-3A ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. In order to maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-3A annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by $3.40 per month** to meet current costs. The Zone E-3A charges are collected on the County of Riverside property tax bills. The Zone E-3A annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-3A are divided proportionally by the number of parcels to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-3A. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara a $3.40 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-3A es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-3A son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-3A annual charges for standard landscape maintenance services are $67.20 per residential parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-3A program for FY 2010/11 is $31,516.80.

Proposed Charge

To meet current costs, the Zone E-3A charges are proposed to be adjusted to $108.00 per residential parcel. This equates to an estimated annual increase of approximately 61% or $40.80 per residential parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-3A Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel	
Fiscal Year	**Annual Charge**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-3A es de $67.20 por parcela residencial. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-3A durante el año fiscal 2010/11 es de $31,516.80.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-3A para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $108.00 por parcela residencial. Este ajuste equivaldría a un aumento anual aproximado de 61% o $40.80 por parcela residencial.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-3A

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $108.00 per residential parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $108 por parcela residencial será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-3A
FY 2011/12 BUDGET

LANDSCAPE AREA		771,002.80	Square Feet or
		1.63	Acres
REVENUES			
Proposed Annual Zone E-3A Charge	**$**	**108.00**	**or $9.00 per month**
Number of parcels		470	
Total Revenue	**$**	**50,760.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	12,000.00	
Water (Eastern Municipal Water District)		2,400.00	
Electricity (SCE)		1,100.00	
Vandalism Repair		1,500.00	
Repair and Replacement		1,420.00	
Other (mulching, plant material replacement, etc.)		7,300.00	
Landscape Inspectors/Technicians and Support Services		15,604.00	
Parts and Equipment/Miscellaneous Direct Expenses		2,291.00	
Subtotal Direct Costs	$	43,615.00	
Indirect Costs			
Miscellaneous Indirect Expenses	$	625.00	
Special Districts Program Administration		2,354.99	
City Administration		4,165.01	
Subtotal Indirect Costs	$	7,145.00	
Total Expenses	**$**	**50,760.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-3A
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		771,002.80	Pies Cuadrados
		1.63	Acres
INGRESOS			
Carga Anual Propuesto para la Zona E-3A	**$**	**108.00**	**o $9.00 mensual**
Numero de parcelas		**470.00**	
Total de Ingresos	**$**	**50,760.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	12,000.00	
Agua (Eastern Municipal Water District)		2,400.00	
Electricidad (SCE)		1,100.00	
Reparación de Vandalismo		1,500.00	
Reparación o Reemplazo		1,420.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		7,300.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		15,604.00	
Partes y Equipo/Egresos Misceláneos Directos		2,291.00	
Subtotal de Costos Directos	$	43,615.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	625.00	
Administración de Programa de Servicios Especiales		2,354.99	
Administración de la Ciudad		4,165.01	
Subtotal de Costos Indirectos	$	7,145.00	
Total de Egresos	**$**	**50,760.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

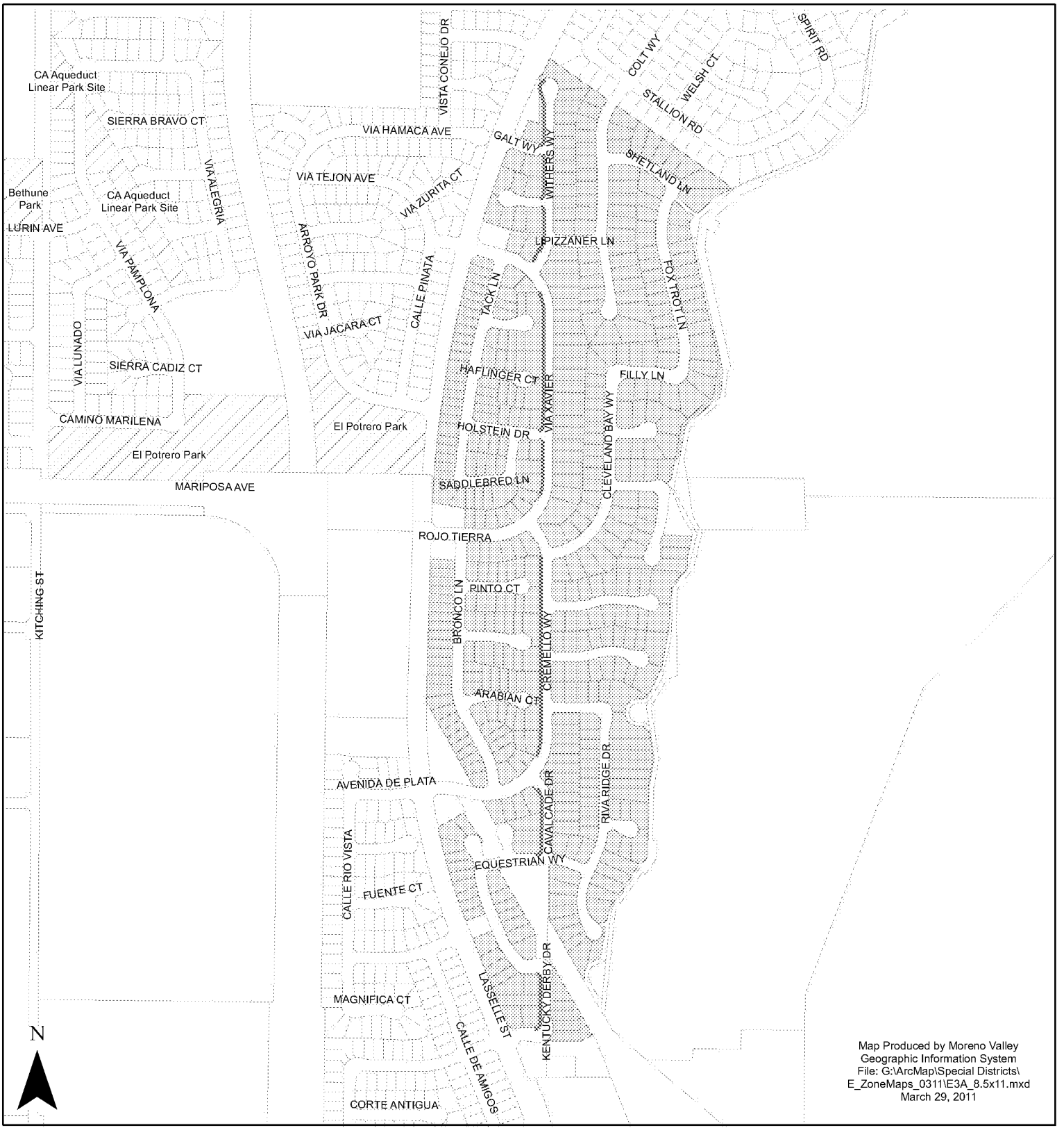

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY CITY

Item No. G.4

MV00108306

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 308511024
CSD ZONE E-3A (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-3A annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-3A. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel **($3.40 per month)**. The increase will adjust the approved annual charge from $67.20 to $108.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial **(a $3.40 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $67.20 a $108.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel. I understand landscaping services for Zone E-3A shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-3A serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000095
ROSA ESPINOZA

16556 WITHERS WAY
MORENO VALLEY CA 92555-3343

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-4 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-4 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $10.83 per month** to meet current costs. The Zone E-4 annual charges are collected on the County of Riverside property tax bills. The Zone E-4 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-4 are divided proportionally by the number of parcels or acres to determine the annual charge per parcel or acre.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-4

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-4. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $10.83 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-4 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-4 son divididos en proporción al número de parcelas o acres para determinar el costo anual por parcela o acres.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-4 annual charges for standard landscape maintenance services are $110.00 per residential parcel or $440.00 per acre for nonresidential or undeveloped parcels. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-4 program for FY 2010/11 is $251,873.60.

Proposed Charge

To meet current costs, the Zone E-4 charges are proposed to be adjusted to $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels. This equates to an estimated annual increase of approximately 118% or $130.00 per residential parcel or $520.00 per acre for nonresidential or undeveloped parcels.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-4 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-4 es de $110.00 por parcela residencial, $960.00 por acre no residencial o parcelas subdesarrolladas. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-4 durante el año fiscal 2010/11 es de $251,873.60.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-4 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas. Este ajuste equivaldría a un aumento anual aproximado de 118% o $130.00 por parcela residencial, $520.00 por acre no residencial o parcelas subdesarrolladas.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-4

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk).

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-4
FY 2011/12 BUDGET

LANDSCAPE AREA		1,205,727	Square Feet or
		27.80	Acres
REVENUES			
Single Family Parcels (2,063)	**$**	**240.00**	**or $20.00 per month**
Nonresidential/undeveloped parcels (56.69 acres)	**$**	**960.00**	**or $80.00 per month**
Total Revenue	**$**	**549,542.40**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	173,985.00	
Water (Eastern Municipal Water District)		39,700.00	
Electricity (SCE)		3,500.00	
Vandalism Repair		1,900.00	
Other (mulching, plant material replacement, etc.)		101,586.40	
Landscape Inspectors/Technicians and Support Services		146,320.00	
Parts and Equipment/Miscellaneous Direct Expenses		19,801.00	
Subtotal Direct Costs	$	486,792.40	
Indirect Costs			
Miscellaneous Indirect Expenses	$	5,858.00	
Special Districts Program Administration		17,838.04	
City Administration		39,053.96	
Subtotal Indirect Costs	$	62,750.00	
Total Expenses	**$**	**549,542.40**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-4
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		1,205,727	Pies Cuadrados
		27.80	Acres
INGRESOS			
Parcelas de Unidades Familiar (2063)	**$**	**240.00**	**o $20.00 mensual**
Acres No Residenciales o Subdesarrollados (56.69 acres)	**$**	**960.00**	**o $80.00mensual**
Total de Ingresos	**$**	**549,542.40**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	173,985.00	
Agua (Eastern Municipal Water District)		39,700.00	
Electricidad (SCE)		3,500.00	
Reparación de Vandalismo		1,900.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		101,586.40	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		146,320.00	
Partes y Equipo/Egresos Misceláneos Directos		19,801.00	
Subtotal de Costos Directos	$	486,792.40	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	5,858.00	
Administración de Programa de Servicios Especiales		17,838.04	
Administración de la Ciudad		39,053.96	
Subtotal de Costos Indirectos	$	62,750.00	
Total de Egresos	**$**	**549,542.40**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

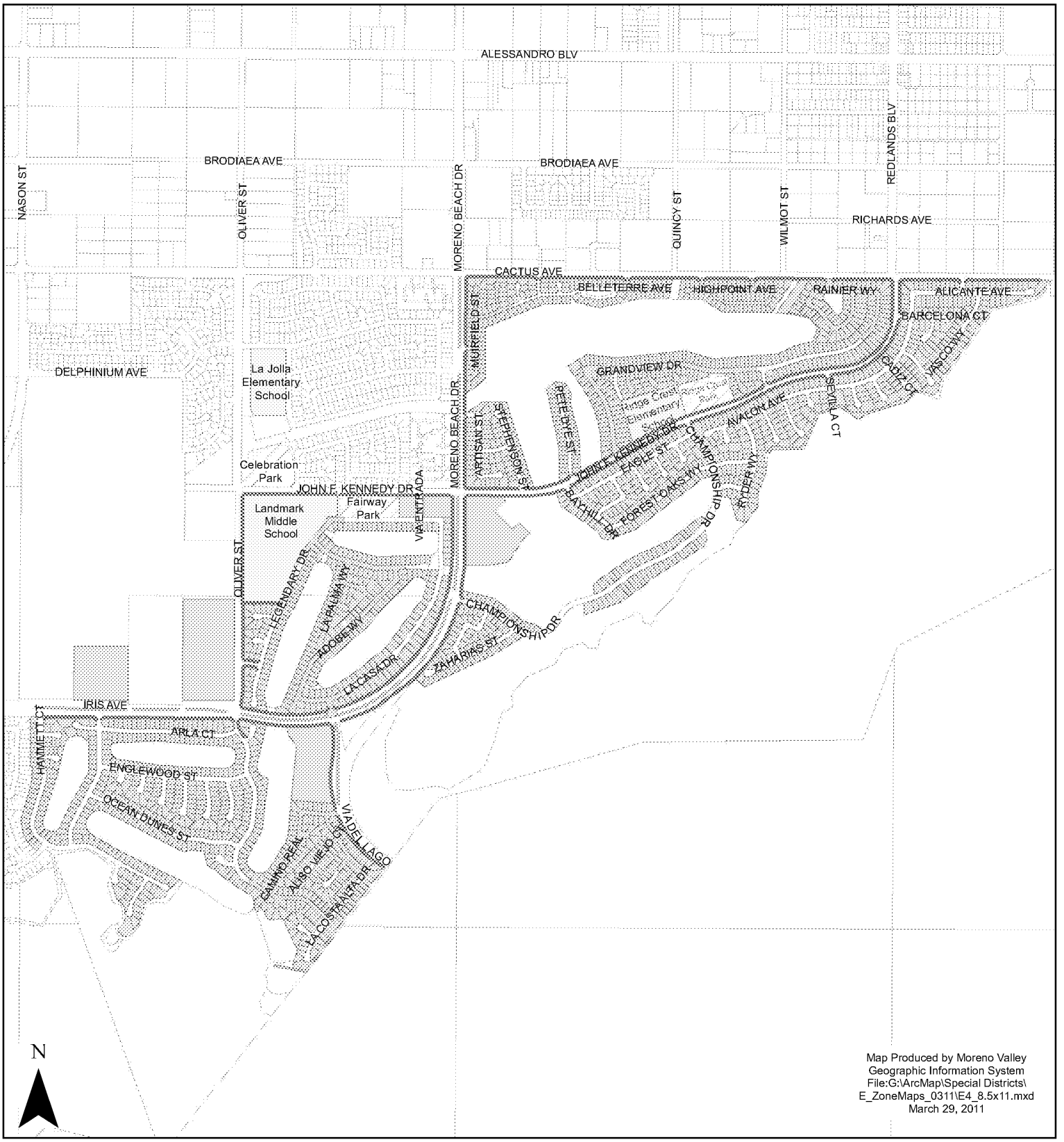

Map Produced by Moreno Valley Geographic Information System
File:G:\ArcMap\Special Districts\E_ZoneMaps_0311\E4_8.5x11.mxd
March 29, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY

Item No. G.4

MV00108320

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 304153013
CSD ZONE E-4 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-4 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-4. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel **(approximately $10.83 per month)**. The increase will adjust the approved annual charge from $110.00 to $240.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial **(aproximadamente $10.83 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $110.00 a $240.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel. I understand landscaping services for Zone E-4 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-4 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0002069
PETTY ERNESTINE DEFINED PENSIO
C/O RENEE PETTY
4200 PARK BLV NO 202
OAKLAND CA 94602

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Sonny Morkus, Human Resources Director

AGENDA DATE: June 14, 2011

TITLE: Adoption of a Resolution of Intention to Approve an Amendment to the CalPERS Contract to provide the 2% at Age 55 and Three Years Highest Average Compensation Calculation Retirement Benefits for Newly Hired Employees Starting on August 19, 2011, and Conduct the First Reading of the Related Ordinance as required by CalPERS.

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-59, to announce the City's intention to approve an amendment to the CalPERS Contract to provide the 2% at Age 55 and Three Years Highest Average Compensation Calculation Retirement Benefits for newly hired employees starting on August 19, 2011, and conduct the first reading of the related ordinance as required by CalPERS.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"Not applicable."

BACKGROUND

During the Meet & Confer Process for the FY 2011/12 successor MOU's for the City three employees associations, the City's labor negotiating team introduced the proposal of providing the 2% at Age 55 and Three Years Highest Average Compensation Calculation CalPERS retirement benefits for new hires starting on August 19, 2011.

DISCUSSION

There is a three-month schedule that CalPERS requires for an amendment to the City's current contract with CalPERS for the provision of retirement benefits. The first step in the process is the adoption of a Resolution of Intent and the first reading of the related

ordinance. This staff report and City Council action will start the schedule process. On July 12, 2011, another staff report will be submitted for City Council recommending the approval of a Resolution Adopting the Amendment to the CalPERS Contract, and the adoption of the related ordinance. It is anticipated that the Meet & Confer process with the three employees associations will be concluded prior to the actual effective date of the amendment to the City's CalPERS Contract. If for any reason the Meet & Confer process is not completed prior to the City Council meeting on July 12, 2011, City staff will postpone the final adoption of the resolution and the adoption of the related ordinance.

ALTERNATIVES

The action of the City Council to approve the attached resolution and to conduct the first reading of the related ordinance relates to the current labor negotiations with the three employee associations: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

The implementation of the 2% at Age 55 and Three Years Highest Average Compensation Calculation CalPERS retirement benefits for new hires is expected to reduce the cost to the City budget for benefits between a range of $1,710.00 to $3,000.00 per employee per year, depending on the employees' compensation levels. The City's CalPERS Employer Rate will be reduced from 19.344% to 15.922% for the new hires. The newly hired employees will be required to pay for the 7% employee's member contribution, and the City will not pay any portion of the employee's member contribution.

CITY COUNCIL GOALS

The action of the City Council to approve the attached resolution will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

NOTIFICATION

The three employee associations have been notified of the staff report and staff recommendation for City Council to approve the attached resolution and related ordinance. Copies of this staff report and attached resolution were sent to the employee associations, and two of the three concur with the recommended City Council action. MVCEA is not in support at this time.

ATTACHMENTS/EXHIBITS

1. Resolution of Intent to Approve an Amendment to the CalPERS Contract.
2. Ordinance related to the amendment of the CalPERS Contract.

Prepared and Approved By:

Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00108325

RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF MORENO VALLEY

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

> To provide Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By:_____
Presiding Officer

_____
Title

_____
Date adopted and approved

(Amendment)
CON-302 (Rev. 4/96)

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ORDINANCE NO. 828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MORENO VALLEY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

SECTION 1.

That an amendment to the contract between the City of Moreno Valley and the Board of Administration, California Public Employees' Retirement system is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though herein set out in full.

SECTION 2.

The Mayor of the City of Moreno Valley is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3.

This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from passage thereof shall be published at least in the Press Enterprise, a newspaper of general circulation, published and circulated in the County of Riverside and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CalPERS

EXHIBIT: A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Moreno Valley

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 16, 1985, and witnessed October 15, 1985, and as amended effective February 14, 1992, July 5, 1995, July 15, 1997, January 6, 1999, July 18, 2003, January 13, 2007 and March 27, 2009 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 12 are hereby stricken from said contract as executed effective March 27, 2009, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 16, 1985 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

   (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.

   (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.

   (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

   (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. SAFETY EMPLOYEES.

6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after January 13, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after January 13, 2007 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

9. Public Agency elected and elects to be subject to the following optional provisions:

   a. Section 20042 (One-Year Final Compensation) for those local miscellaneous members entering membership on or prior to the effective date of this amendment to contract.

   b. Section 20938 (Limit Prior Service to Members Employed on Contract Date).

   c. Section 21574 (Fourth Level of 1959 Survivor Benefits).

d. Section 21024 (Military Service Credit as Public Service).

e. Section 20965 (Credit for Unused Sick Leave).

f. Section 20903 (Two Years Additional Service Credit).

g. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

10. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.

11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

12. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
DARRYL WATSON, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF MORENO VALLEY

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"
PLEASE DO NOT SIGN "EXHIBIT ONLY"

AMENDMENT ER# 1384
PERS-CON-702A

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 55 Formula (Section 21354)
Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 55. If retirement is earlier than age 55, the percentage of final compensation decreases for each quarter year of attained age to 1.426% at age 50. If retirement is deferred beyond age 55, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determine by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Optional Settlement 2 Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse or registered domestic partner.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is $500 (or $600, $2,000, $3,000, $4,000 or $5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Miscellaneous members covered by the 2% @ 55 formula contribute 7% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first $133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Mayor and City Council Acting in their Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District and Mayor and City Council Acting in their Capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 14, 2011

TITLE: ADOPTION OF FISCAL YEAR 2011/12 – 2012/13 OPERATING BUDGET

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Adopt Resolution No. 2011-60, approving the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2011-20, approving the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-07, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

4. Approve the position control as detailed on pages 3-7 in the Proposed Operating Budget Book presented as Attachment A.

5. Approve the elimination of Fire Truck 58 in FY 2011/12 and direct staff to reserve the additional $1.2 million in savings for the purchase of a fire engine and the balance of savings for the operating costs to open the Morrison Park Fire Station.

BACKGROUND

The Proposed Operating Budget presents projected operating revenues and expenditures for the two fiscal years: Fiscal Years (FY) 2011/12 – 2012/13. The budget includes all component units of the City, including the General Fund, Community Services District and Redevelopment Agency.

Although the Proposed Operating Budget includes a summary of capital improvement project requests, the projects are compiled in a separate Proposed Capital Improvement Plan (CIP). The CIP is a multi-year plan that identifies and prioritizes funding for future capital improvements such as land acquisitions, buildings and infrastructure.

DISCUSSION

The approach to this budget process has been unique. The City Council recently adopted a Three-Year Deficit Elimination Plan (DEP) that identified expense reductions and a few revenue increases with a goal of stabilizing the City's revenue and expense structure by FY 2013/14. Specific actions for balancing the General Fund budget were adopted by Council through the DEP on April 19, 2011. A copy of the DEP can be found in the Appendices tab of the Proposed Operating Budget. The Plan focuses primarily on eliminating the deficit of $14.2 million in the City's General Fund. The Proposed Operating Budget applies the actions approved in the first two years of the DEP against the base budget of FY 2010/11 to create a two-year operating budget for FY 2011/12 and FY 2012/13. The DEP reduces the General Fund Deficit by $5.1 million in FY 2011/12 and an additional $5.5 million in FY 2012/13.

The DEP represented significant effort on the part of the City Council and staff to construct a reasonable balance of expenditure and service reductions to significantly reduce the deficit each year, while maintaining core City services. This was and is a significant challenge since the City had already experienced major reductions in staffing, expenditures and services during the previous three fiscal years.

As the City experiences stability in the General Fund revenue sources, the City is returning to the "best practice" of utilizing a Two-Year Operating Budget. Although the economic recovery that we are experiencing will be slow and gradual, the two-year budget allows the City to lock in two years of expense reductions to ensure achievement of the financial goal of balancing the General Fund budget.

During this period of gradual economic recovery, the City Council will be kept apprised of the City's financial condition through First Quarter and Mid-Year Budget Reviews. This practice has been utilized the past three years and will be continued during FY

2011/12 to ensure that the City Council is apprised of the revenue and expense progress compared to the plan. Staff anticipates few variances from the plan. Any unexpected increases in revenue are proposed to be applied toward the third year of the DEP to try to avoid the extent of reductions proposed in the final year. Any unexpected decreases in revenue will be analyzed and addressed quickly to maintain the integrity of the Three-Year DEP. As a result, few service changes that deviate from the two-year budget are anticipated.

Despite the challenges in balancing the FY 2011/12 – 2012/13 General Fund Operating Budget, the two budget years are balanced using $6.7 and $4.3 million in General Fund "fund balance" in FY 2011/12 and FY 2012/13, respectively.

City Council Prioritized Goals

On May 18, 2011, the Mayor and City Council participated in a goal setting workshop to establish prioritized goals and provide direction and expected actions to staff to achieve those goals. The departments have each established their own goals, which complement the prioritized goals and are included in the Appendices tab of this document. The following prioritized goals established by the City Council at their workshop provide additional direction to staff and illustrate the priorities on which the City Council and staff will focus its combined efforts during the 2011/12 and 2012/13 Fiscal Years. Each prioritized goal has specific actions assigned to a specific department; these actions will help guide our efforts in moving Moreno Valley forward:

No.	City Council Prioritized Goal
1	**Job Development (including maximizing vacant land opportunities)** Actions to include identifying specific land uses and locations; identifying corresponding infrastructure; and identifying and attracting related support services
2	**Focus on Medical Corridor and Health Services/Educational Opportunities** Actions to include coordinating planning and development activities with the expansions of Moreno Valley College, Kaiser Permanente, and Riverside County Regional Medical Center; facilitating medical office development; coordinating economic development activities with March LifeCare; and working with Highland Fairview to "retool" the AquaBella project area.
3	**Maximize Transportation and Infrastructure Opportunities** Actions to include improving arterial streets to their ultimate configuration and increasing the City's regional presence at WRCOG, RCTC, etc.
4	**Economic and Tax Base Development** Actions to include reviewing the current development application process; reviewing State v. Self Imposed restrictions or impediments; using Moreno Valley Utility as an economic development tool; and evaluating the City's use of incentives.
5	**Enhance City Image** Actions to include the development of a Media and Communications Strategy to include increased use of social networks, e-mail blasts, expanding

	communication outreach and networking opportunities, and establishing Council District Town hall meetings; and development of a Corridor Beautification strategy.

Economic Development Action Plan
Through the goal setting workshop, the City Council is prepared to capitalize on the opportunities that the dynamic changes in the real estate and housing market have created. The City Council and staff worked together to prepare a two-year Economic Development Action Plan to capitalize on this opportunity. The plan focuses on the following objectives:

- Create jobs locally to address the City's high unemployment rate
- Address the community's jobs to housing imbalance
- Strengthen and broaden the City's economic foundation
- Enhance City revenue generation to improve the quality of life in the community

Budget Issues for FY 2011/12 – 2012-13
The General Fund Operating Budget is decreasing from $82.4 million in FY 2010/11 to $78.3 million in FY 2011/12. This reflects a reduction of $4.1 million in operating expenses. The DEP planned for expenditure reductions of $4.5 million. The $400,000 difference reflects the increase in the CalPERS employer rate, which increased by over 3% of payroll, or about $300,000 in added General Fund expense. Police contract costs are estimated to increase by 2-2.5% which is included in the rollover base budget. The Fire services contract costs are assumed to be within the rollover budget base. Staff has been requested to contact all vendors that provide service under contract with the City to lower their contract rates or amounts by 10% for the next year. A number of vendors have responded positively to this request, allowing the base budget to absorb uncontrollable cost increases, such as fuel and utilities. One example is the response from our copier contract vendor, who responded with a 23% price reduction, saving the City over $81,000 during the next three years.

The General Fund expenditure budget in FY 2012/13 totals $77.2 million or $1.2 million less than FY 2011/12. The DEP planned reductions of $4.2 million. The primary difference from the plan is due to Police and Fire contracts increasing by 5% each, which increased costs by $1.5 million and $300,000 respectively. The CalPERS costs are also budgeted to increase an additional 3% of payroll in the second budget year, adding another $300,000 in expense.

Staff is focused on delivering the planned expense reductions committed through the approval of the DEP. Based on the two-year budget plan, the City's deficit will reduce from $14 million as a preliminary base budget, to $4.2 million at the end of FY 2012/13.

The proposed position control reflects the decrease of 34.5 positions City-wide in the first budget year, from 411.0 in FY 2010/11 to 376.5 in FY 2011/12. An additional 6.5 positions are reduced in FY 2012/13, for a total of 370.0 positions. In addition, staff is

proposing to reorganize positions in the City Clerks office that varies from the DEP approved by City Council. The proposal reflects the reduction of one part-time Senior Office Assistant and one temporary Senior Office Assistant while adding one Executive Assistant I position to the staffing roster. This change is cost neutral and will provide the necessary skills to meet the workload of the City Clerk department with the reduced staffing level. The temporary Sr. Office Assistant position is scheduled for elimination in year two and the part-time Sr. Office Assistant position is scheduled for elimination in year three of the plan; the Executive Assistant position will follow this planned schedule.

The budget and position control also reflect the addition of one part-time Customer Service Assistant to assist at the one-stop customer counter. This position is funded by salary savings in the City Manager's department budget. Based upon the resignation of the Sr. Administrative Assistant in the Fire Prevention Division, staff is recommending eliminating the vacated position and changing position control to retain the Permit Technician that was on the layoff list as an element of the DEP. The Library Services Division Manager is funded in the budget and remains currently under-filled by a Principal Librarian. Five additional positions that have been under-filled for over one year are being reclassified to the lower level positions.

Staff is also reviewing potential alternative reductions in the Community and Economic Development Department to retain the shopping cart retrieval program in the amount of $48,000 per year. This change will have no net budget effect

Staff is also requesting that the City Council direct the elimination of Fire Truck 58 in FY 2011/12 (originally slated for the second year of the DEP) and that staff reserve the additional savings of $1.2 million to be used for the purchase of one fire engine for approximately $500,000 and the balance for the first year or more of operating the engine when the Morrison Park Fire Station is completed.

The Proposed Operating Budget addresses the City's challenges to balance the budget and maintain core services in a positive manner as summarized below:

- Maintains a high priority on public safety services, deferring the budgetary reductions to later in the DEP timeframe, while maintaining the possibility that the Year 3 reductions may be avoided if revenues increase;
- Maintains essential City services;
- Minimizes the number of staff layoffs;
- Addresses the General Fund structural deficit by reducing expenditures by $5.1 million in year one and $5.5 million in year 2;
- Provides a reasonable balance between General Fund expenditure reductions and use of reserves (fund balance);
- Maintains General Fund contingency reserve policy at or above 20% of budgeted expenditures;

- Addresses operating deficits in non General Funds by implementing budgetary reductions in the respective funds.

Budget Adoption Actions

Resolutions Adopting the FY 2011/12 – 2012/13 Proposed Operating Budget (Exhibits "A", "B" and "C") - As a long-standing practice, each of the City's primary entities (the City, Community Services District, and Redevelopment Agency) will adopt separate resolutions to approve their respective operating budgets.

ALTERNATIVES

1. Approve the Fiscal Year 2011/12 – 2012/13 Operating Budget.

2. Provide staff with further direction.

Staff recommends Alternative 1.

FISCAL IMPACT

The FY 2011/12 – 2012/13 Operating Budget provides the funding and expenditure plan for all operating funds. As such, it serves as the City's financial plan for the upcoming two fiscal years. The City Council will be kept apprised regarding actual operating results through First Quarter and Mid-Year Budget Reviews occurring in November and February of each fiscal year. The mid-year budget review in February 2012 will also include an update of the FY 2012/13 projected revenues and any recommended modification for that fiscal year budget at that time.

CITY COUNCIL GOALS

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

ATTACHMENTS/EXHIBITS

Exhibit A - Resolution No. 2011-60, A Resolution of the City Council of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2011/12 – 2012/13

Exhibit B - Resolution No. CSD 2011-20, A resolution of the Moreno Valley Community Services District, adopting the operating budget for Fiscal Years 2011/12 – 2012/13

Exhibit C - Resolution No. RDA 2011-07, A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the operating budget for Fiscal Years 2011/12 – 2012/13

Attachment A – City of Moreno Valley Proposed Operating Budget for Fiscal Years 2011/12 – 2012/13

Prepared By:
Cynthia Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Interim Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00108345

RESOLUTION NO. 2011-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2011/12 – 2012/13

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Operating Budget for the City for Fiscal Years 2011/12 – 2012/13, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the City Council has made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Attachment A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as the Annual Operating Budget of the City of Moreno Valley for the Fiscal Years 2011/12 – 2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

3. Direct staff to reserve $1.2 million of fund balance reflecting the additional savings from eliminating Fire Truck 58 for the purchase of a fire engine and/or the operating costs for opening the Morrison Park Fire Station.

4. Pursuant to Section 53901 of the California Government Code, by not later than August 14, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00108349

RESOLUTION NO. CSD 2011-20

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2011/12-2012/13

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Operating Budget for the District for Fiscal Years 2011/12-2012/13, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Attachment A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as the Annual Operating Budget of the Moreno Valley Community Services District for the Fiscal Years 2011/12-2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 61047 of the California Government Code, compensation for the City Council acting in the capacity of the Directors of the Community Services District, shall be $100 per meeting or for each day's service rendered as a Director, not to exceed six days or $600 in any calendar month. In addition, the Directors shall be compensated for actual and necessary

traveling and incidental expenses incurred while on official business.

4. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

5. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vise-President and President)

_____

SECRETARY

(SEAL)

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MV00108353

RESOLUTION NO. RDA 2011-07

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING THE OPERATING BUDGET FOR FISCAL YEARS 2011/12-2012/13

WHEREAS, the City Manager has heretofore submitted to the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley a Proposed Operating Budget for the Agency for Fiscal Years 2011/12-2012/13, a copy of which, as may have been amended by the Agency Members, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Operating Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Redevelopment Agency; and

WHEREAS, the said Proposed Operating Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services; and

WHEREAS, the Chairperson and Agency Members have made such revisions to the Proposed Operating Budget as so desired; and

WHEREAS, the Proposed Operating Budget, as herein approved, will enable the Community Redevelopment Agency to make adequate financial plans and will ensure that Agency officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Operating Budget, as Attachment A to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Agency Members, is hereby approved and adopted as the Annual Operating Budget of the Community Redevelopment Agency of the City of Moreno Valley for the Fiscal Years 2011/12-2012/13.

2. The amounts of proposed expenditures, which include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 14, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
Acting in the capacity of Chairperson
of the Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Community
Redevelopment Agency of the City of
Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the City of
Moreno Valley

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that RDA Resolution No. _____ was duly and regularly adopted by the Agency Members of the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Agency Members, Vice Chairman and Chairman)

_____

SECRETARY

(SEAL)

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MV00108357

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: ADOPTION OF FY 2011-12 CAPITAL IMPROVEMENT PLAN

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

2. Acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

BACKGROUND

The purpose of the Proposed CIP is to identify needed improvements and establish long-term funding priorities. The Proposed CIP contains the list of projects comprising the budget and expenditures that will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

DISCUSSION

The Proposed CIP identifies and projects the costs of constructing the following types of projects anticipated through build-out of the City:

- Street Improvements
- Buildings
- Electric Utility
- Parks
- Underground Utilities
- Bridges
- Drainage, Sewers, and Waterlines
- Landscaping
- Traffic Signals

City staff has completed a full review of all project needs through "build-out" of the City. The priorities, as proposed, are based on status and funding of existing projects, availability of matching federal, state, or regional grant funds, and anticipated development trends within the City.

During the Study Session on May 17, 2011, City Council had an opportunity to review the project forms in the FY 2011–12 Proposed CIP and staff subsequently incorporated necessary revisions resulting from receiving updated information. All revisions are documented in Attachment "A".

Capital Budget Adoption Actions

Revisions to the Proposed Capital Improvement Plan (Attachment "A") - This is a list of revisions, resulting from receiving updated information, that were incorporated in the Proposed CIP following the Study Session on May 17, 2011. The list includes proposed revisions to the Proposed CIP that would, upon City Council approval, be incorporated in the Adopted CIP. By incorporating Revisions to the Proposed CIP, the Adopted CIP, as the capital budget for the City of Moreno Valley for FY 2011-12, will be a more accurate, current, and superior document.

Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2011-12 (Attachments "B", "C", and "D") – As a long-standing best practice, each of the City's primary entities (the City, RDA, and CSD) will adopt separate resolutions to approve their respective budget.

ALTERNATIVES

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-61, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to

the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), and acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"). *This alternative will allow needed improvements.*

2. Do not adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, do not adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"), and acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, do not adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"). *This alternative will result in the delaying of needed improvements.*

FISCAL IMPACT

Projects have been identified as funded, partially funded, and unfunded for FY 2011-12 through FY 2015-16 and Beyond. The Capital Improvement Plan provides the funding and expenditure plan for FY 2011-12.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts (including home rehabilitation) and neighborhood restoration.

SUMMARY

Staff recommends that the City Council adopt the Resolutions Adopting the Capital Improvement Plan for Fiscal Year 2011-12 (Attachments "B", "C", and "D"), approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley, Community Services District, and Community Redevelopment Agency for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

ATTACHMENT

Attachment "A" – Revisions to the Proposed Capital Improvement Plan
Attachment "B" – Proposed Resolution No. 2011-61
Attachment "C" – Proposed Resolution No. CSD 2011-21
Attachment "D" – Proposed Resolution No. RDA 2011-08

Prepared By:
Larry Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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CITY OF MORENO VALLEY
REVISIONS TO THE PROPOSED CAPITAL IMPROVEMENT PLAN
FY 2011-2012 CIP BUDGET

Funded Projects

Reference Page No.	Project Name	Submitted Amount ($)	Revised Amount ($)	Reason/Justification
33	Cactus Avenue / Lasselle Street to Nason Street	2,300,000	9,900,000	Project moved from Partially Funded to Funded and made cost adjustments
34	Citywide Annual Pavement Resurfacing Program	1,650,000	1,400,000	Revised Funding Sources and made cost adjustments
44	Nason Street / Cactus Avenue to Iris Avenue	1,200,000	13,400,000	Project moved from Partially Funded to Funded and made cost adjustments
53	Street Improvement Program (SIP)	1,605,734	1,713,734	Cost adjustment approved at 04/26/11 City Council meeting
Added	Renovation of City Hall Annex #1	0	1,000,000	Added new project as directed by Financial and Administrative Services Department / Purchasing & Facilities Division
342	Lasselle Street / Margaret Avenue Traffic Signal	270,000	300,000	Cost adjustment

Note: City Council's decision to fund and accelerate the SR-60 / Moreno Beach Drive South Side of Interchange (Phase 1) project at the March 8, 2011 City Council meeting was already incorporated in the Proposed CIP when presented to City Council during the May 17, 2011 Study Session.

Attachment "A"

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MV00108363

RESOLUTION NO. 2011-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2011-12

WHEREAS, the City Manager has heretofore submitted to the City Council a Proposed Capital Improvement Plan (CIP) for the City for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the City; and

WHEREAS, the City Council has made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the City Council per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the City of Moreno Valley for the Fiscal Year 2011-12.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately

Resolution No. 2011-61
Date adopted: June 14, 2011

Attachment "B"

upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. CSD 2011-21

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2011-12

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District a Proposed Capital Improvement Plan (CIP) for the Agency for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Community Services District; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the President and Board of Directors per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the Moreno Valley Community Services District for the Fiscal Year 2011-12.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

Resolution No. CSD 2011-21
Date adopted: June 14, 2011

Attachment "C"

_____
Mayor of the City of Moreno Valley
acting in the capacity of President
of the Moreno Valley
Community Services District

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION NO. RDA 2011-08

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2011-12

WHEREAS, the City Manager has heretofore submitted to the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley a Proposed Capital Improvement Plan (CIP) for the Agency for Fiscal Year 2011-12, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed CIP contains the list of projects comprising the budget, and contains expenditure requirements, and the resources available to the Redevelopment Agency; and

WHEREAS, the Chairperson and Agency Members have made such revisions to the Proposed CIP as appears to be desirable; and

WHEREAS, the Proposed CIP, as herein approved, will enable the Redevelopment Agency to make adequate financial plans and will ensure that Agency officers can administer their respective functions in accordance with such plans.

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

1. The Proposed CIP, as amended by the Chairperson and Agency Members per the Revisions to the Proposed Capital Improvement Plan (Attachment "A"), is hereby approved and adopted as the capital budget of the Redevelopment Agency of the City of Moreno Valley for the Fiscal Year 2011-12.

2. The projects are hereby appropriated as the capital budget for said fiscal year.

3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2011, the City Clerk shall file a copy of this Resolution with the Auditor/Controller of the County of Riverside.

4. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be

posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of June, 2011.

_____
Mayor of the City of Moreno Valley
acting in the capacity of Chairperson
of the Community Redevelopment
Agency of the City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity
of Secretary of the Community
Redevelopment Agency of the City of
Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the City of
Moreno Valley

G. 8 4TH OF JULY PARADE AT A REDUCED COST (STEWART)

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MV00108371

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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MV00108373

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Christ A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 14, 2011

TITLE: INTRODUCTION OF ORDINANCE NO. 827 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS

RECOMMENDED ACTION

Staff recommends that the City Council waive the reading of Ordinance No. 827, in its entirety and read by title only (roll call required) and introduce Ordinance No. 827 an Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The federal Clean Water Act requires that urban runoff entering Waters of the U.S. from Municipal Separate Storm Sewer Systems (MS4)s be regulated under the National Pollutant Discharge Elimination System (NPDES) permit. As a discharger of urban runoff to Waters of the U.S., the City of Moreno Valley was regulated under the 2002 NPDES MS4 permit. That permit has since expired and has been superseded by the new 2010 NPDES MS4 permit, effective January 29, 2010. This new permit requires that by July 29, 2011, the City revise, where feasible its ordinances, codes, building and landscape design standards to promote green infrastructure/Low Impact Development (LID) techniques. The proposed changes to Title 8 of the MVMC complement the

proposed changes to Title 9 of the MVMC, which was approved by the Planning Commission on May 12, 2011.

DISCUSSION

City staff is recommending an update to Title 8 of the MVMC in order to remain in compliance with the MS4 permit. The changes include adding/revising and grammatical cleanup of various subsections throughout section 8.10 and 8.21 of Title 8. Staff has not listed the grammatical changes, however, listed below are key proposed changes to the existing municipal code:

- Allow more types of LID techniques within the City such as rain gardens and green roofs.
- Add definitions pertaining to LID and other green infrastructure.
- Update information pertaining to the 2010 NPDES MS4 permit.

ALTERNATIVES

1. Approve waive the reading and introduce the proposed Ordinance amending Title 8 of the City of Moreno Valley Municipal Code, Chapter 8.10, regarding Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations. **This alternative is recommended by staff.** *Approval would put the City in compliance with the MS4 permit.*

2. Do not approve waive the reading and introduce the proposed Ordinance amending Title 8 of the City of Moreno Valley Municipal Code, Chapter 8.10, regarding Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading; maintain the current ordinance without revision. **This alternative is not recommended by staff.** *The City would be in violation of the MS4 permit and would be subject to fines by the State Water Resources Control Board.*

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

CITY COUNCIL GOALS

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

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

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment 1 - Proposed Ordinance No. 827
Attachment 2 - Proposed Ordinance No. 827 with revisions

Prepared By:
Hoang Nguyen
Associate Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Kent Wegelin
Storm Water Program Manager

Concurred By:
Mark W. Sambito
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00108377

ORDINANCE NO. 827

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS AND CHAPTER 8.21 GRADING REGULATIONS.

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

SECTION 1 PRIOR ENACTMENTS REPEALED:

1.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.10, as set forth in Section 2 of this Ordinance

1.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.21, as set forth in Section 2 of this Ordinance

SECTION 2 REENACTMENT OF CHAPTER 8.10 AND CHAPTER 8.21:

2.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

8.10.010 Purpose and intent.

The purpose of this chapter is to protect the health, safety and welfare of the public by:

A. Reducing pollutants in storm water discharges to the maximum extent practicable;

B. Regulating illicit connections and discharges to the storm drain system; and

C. Regulating nonstorm water discharges to the storm drain system.

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner pursuant to and consistent with the Federal Clean Water Act, the state Porter-Cologne Water Quality Control Act and the conditions of any NPDES permit issued to the City.

8.10.020 Definitions.

The terms as used in this chapter shall have the following meanings:

"Best Management Practices" (BMPs) mean any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs mean and include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for municipal, industrial/commercial, new development and redevelopment and construction activity and other measures approved by the City Engineer.

"City" means the City of Moreno Valley.

"City Engineer" means the City Engineer of the City.

"Discharge" means, when used as a verb, to allow pollutants to directly or indirectly enter storm water, or to allow storm water or nonstorm water to directly or indirectly enter the MS4 or receiving waters from an activity or operation. When used as a noun, "discharge" means the pollutants, stormwater and non-storm water that are discharged.

"Discharger" shall mean any person engaged in activities or operations, or owning facilities, which may result in pollutants entering storm water, the MS4 or receiving waters. Dischargers include, but are not limited to, real property owners, occupants, tenants, lessees, contractors, developers, managers and employees.

"Green Infrastructure" shall mean an array of products, technologies, and practices that use natural or engineered systems that mimic natural processes to enhance overall environmental quality. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspirate, and/or recycle stormwater runoff.

"Illicit discharge" shall mean any discharge to the MS4 that is not composed entirely of storm water runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana Regional Water Quality Control Board.

"Illicit connection" shall mean any physical connection to a MS4 which has not been permitted by the City, the Riverside County Flood Control and Water Conservation District or other appropriate public agency.

"Low Impact Development (LID)" shall mean any ecosystem-based approach to designing a hydrologically functional site that mimics predevelopment conditions.

"Low volume road" shall mean roads with traffic indexes less than or equal to six (6.0).

"MS4—Municipal Separate Storm Sewer System" shall mean any facility within the City limits by which storm water may be conveyed to waters of the United States. MS4 includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structure.

"Municipal NPDES permit" shall mean an area-wide NPDES permit issued to a government agency or agencies for the discharge of storm water from a MS4.

"Non-storm water discharge" shall mean any discharge to the MS4 that is not entirely composed of storm water.

"National Pollutant Discharge Elimination System (NPDES) permit" shall mean a storm water discharge permit issued by the Santa Ana Regional Water Quality Control Board or the State Water Resources Control Board in compliance with the Clean Water Act.

"Person" shall mean any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

"Pollutant" shall mean anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal matter, heavy metals, hazardous waste, chemicals, fresh concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

"Premises" shall mean any building, lot, parcel of land, land or portion of land whether improved or unimproved.

"Storm water runoff" shall mean surface runoff and drainage associated with rainstorm events and snow melt.

8.10.030 Responsibility for administration.

This chapter shall be administered for the City by the City Engineer. The City Engineer may appoint and authorize one or more members of the City staff to act as his/her designee[s] to administer or enforce this chapter. In the context of this chapter, the phrase "City Engineer" includes each and all persons designated by the City Engineer to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation

8.10.040 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act and acts amending or supplementary thereto, applicable implementing regulations and any existing or future municipal NPDES permits and any amendments or revisions thereto or reissuance thereof.

8.10.050 Reduction of pollutants in storm water runoff.

A. In General. It is a violation of this chapter to throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City. The only exception is where such pollutant is temporarily placed in an appropriate container with a spill containment system for later collection and removal. It is a violation of this chapter to cause or permit any dumpster, solid waste bin or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City.

B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of the ordinance codified in this chapter and other City ordinances for erosion and sediment control.

C. New Development and Redevelopment. New development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to

prevent such deterioration and shall identify the manner of implementation. The BMPs may include, but are not limited to the following and may, among other things, require new developments or redevelopments to do any of the following:

1. Increase permeable areas by leaving highly porous soil and low lying areas undisturbed; by incorporating landscaping, green roofs and open space into the project design, by using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways and by incorporating detention ponds and infiltration pits into the project design;

2. Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and french drains; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas;

3. Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

4. Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

D. Existing Development. Existing development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.

8.10.060 Illicit connections or discharges.

It is a violation of this chapter to establish, use, maintain or continue illicit connections to the storm drain system, or to commence or continue any illicit discharges to the storm drain system. This prohibition against illicit connections and discharges is expressly retroactive and applies to connections and discharges made in the past, regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection or discharge.

8.10.070 Non-storm water discharges.

The discharge of non-storm water into the storm drain system is a violation of this chapter except as specified below.

A. The discharge prohibition shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a violation of this chapter when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to separate storm drains, uncontaminated pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensate, springs, individual residential car washing, flows from riparian habitats and wetlands, swimming pool discharges or flows from fire fighting.

8.10.080 Discharges in violation of permit.

A. Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of an existing or future municipal NPDES permit(s) or any amendment or revision thereto or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement action relating to such discharge

B. NPDES Permit for Industrial/Commercial and Construction Activity. Any industrial discharger, discharger associated with construction activity or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Santa Ana Regional Water Quality Control Board, shall comply with all requirements of such permit. Such discharges shall specifically comply with the following permits: the industrial storm water general permit, and the dewatering general permit. Proof of compliance with said NPDES general permits may be required in a form acceptable to the City Engineer prior to issuance of any City grading, building, or occupancy permits.

8.10.090 Permits and approvals.

Compliance with this chapter shall be a condition of every permit, license or approval granted or issued by the City. Failure to comply with the chapter shall be grounds for revocation of any such permit, license or approval.

8.10.100 City authority to sample, inspect and monitor.

A. Regulatory Inspections. The City Engineer may inspect the premises of any discharger at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If a discharger refuses to allow entry for inspection, an inspection warrant shall be obtained prior to inspection.

B. Scope of Inspections. Inspections may include all actions necessary to determine whether any illicit discharge/connection exist, whether the BMPs installed and implemented are adequate to comply with the chapter, whether those BMPs are being properly maintained and whether the discharger complies with other requirements of this chapter. This may include sampling, metering, monitoring, visual inspections and records review. Records, reports, analyses or other required information may be inspected and copied, and photographs may be taken for purposes of enforcement of this chapter.

8.10.110 Establishment of a fee.

The City Council may establish a fee by resolution to recover the cost of inspection, sampling, metering and monitoring by the City Engineer.

8.10.120 Orders by the City Engineer.

The City Engineer is authorized to issue cease and desist orders or stop-work orders to any person who is in violation of this chapter. Failure to comply with a written order of the City Engineer shall be a violation of this chapter and shall be grounds for the imposition of civil penalties described in this chapter.

8.10.130 Notice of violation.

Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

A. The performance of monitoring, analyses and reporting;

B. The elimination of illicit connections or discharges;

C. That violating discharges, practices or operations cease and desist;

D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

E. Payment of a fine to cover administrative and remediation costs; and

F. The implementation or maintenance of source control and treatment control BMPs.

If an abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Chapter 6.04 of this code. A notice issued under this chapter shall identify the provisions of this chapter which have been violated and shall state the recipient has a right to appeal as set forth in Chapter 1.10 of this code.

The notice shall be served upon the recipient as set forth in Chapter 1.10 of this code.

8.10.140 Violations—Misdemeanors or infractions.

A violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute an infraction. Repeated violations may be prosecuted as misdemeanors at the discretion of the City attorney.

8.10.150 Penalty for violation.

Upon conviction of a misdemeanor for violating any provision of this chapter, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth by law. Upon conviction of an infraction for violating any provision of this chapter, a person shall be subject to payment of a fine, not to exceed the limits set forth by law

8.10.160 Separate offenses.

A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

8.10.170 Violations deemed a public nuisance.

The City Council hereby declares that any violation of this chapter is a threat to the public health, safety and welfare, and is therefore a public nuisance which may be summarily abated. The cost of such abatement shall be borne by the owner of the premises and the cost thereof may be imposed as a lien upon the premises, and such lien shall continue in existence until it is paid.

8.10.180 Administrative enforcement powers.

In addition to any other enforcement powers and remedies established by this chapter, an authorized enforcement officer has the authority to issue civil citations and fines for violations of this chapter pursuant to Chapter 1.10 of this code.

8.10.190 Civil actions.

In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:

A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation; or

D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life

8.10.200 Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of that ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are hereby declared to be severable.

2.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

Chapter 8.21 GRADING REGULATIONS

8.21.010 General.
8.21.020 Permits required.
8.21.030 Hazards.
8.21.040 Definitions.
8.21.050 Grading permit requirements.
8.21.060 Fees.
8.21.070 Grading security.
8.21.080 Cuts.
8.21.090 Fills.
8.21.100 Setbacks.
8.21.110 Drainage and terracing.
8.21.120 Retaining walls.
8.21.130 Expansive soils.
8.21.140 Asphalt paving.
8.21.150 Permeable surface designs.
8.21.160 Erosion control.
8.21.170 National Pollutant Discharge Elimination System (NPDES).
8.21.180 Grading inspection.
8.21.190 Completion of work.
8.21.200 Penalty for violation.

8.21.010 General.

A. Name. This chapter shall be known as the "Grading Regulations."

B. Purpose. The purpose of this chapter is to establish an official set of standards regulating the design and construction of building sites and the development of property by grading; to regulate the alteration of the ground

surface to protect and preserve the public health, safety, and general welfare; to minimize differential settlement and the slipping or sliding of earth; to protect adjacent properties from damage caused by blockage or diversion of natural runoff waters; to require engineering analysis of expansive soil conditions, erosion control and drainage; and criteria to provide a basis for the design of footings and floor slabs for structures proposed to be erected on parcels of land whose natural topography has been altered as described herein; to establish the administrative procedure for issuance of permits; and to provide for approval of plans and inspection of grading construction.

C. Intent. It is the intent of this chapter and the erosion control procedures contained within this chapter to establish a guideline enabling the City with the ability to regulate grading operations as well as to protect environmentally sensitive areas and biological and wildlife resources within and surrounding the City of Moreno Valley. The procedures established by this chapter and the conditions of approval implemented with all discretionary approvals and permits are intended to accomplish this protection. However, in the event that City staff encounter situations that are deemed to endanger environmental resources, the City Engineer is authorized to take necessary action to protect the environment pursuant to this chapter and other applicable laws, provided there is no conflict with other City regulations or codes.

"Environmentally sensitive areas" are any lands in a natural condition subject to an open space easement; any natural lake, stream, creek or riparian area; any wildlife habitat area identified in an environmental impact report, initial study or other environmental assessment; or any land determined by the City to be environmentally sensitive with respect to any particular grading activity based on an environmental assessment, initial study, CEQA guidelines or other information in connection with the proposed grading activity.

D. Scope. This chapter sets forth rules and relations to control excavation, grading and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for grading and excavation as contained in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) with deletions, modifications, or amendments to meet local conditions.

E. Powers and Duties of the City Engineer. All references in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) to "Building Official" shall mean the "City Engineer" in this chapter.

8.21.020 Permits required.

A. Grading Permits. No person shall conduct any grading, clearing, brushing or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the City Engineer.

Exceptions to this requirement are:

1. An excavation below finish grade for basements and footings of a building, mobile home, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or an unsupported excavation with vertical banks more than two feet high. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the City Engineer, stability considerations warrant such inspection;

2. An excavation which does not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical;

3. Cemetery graves;

4. Refuse disposal sites controlled by other regulations;

5. Earthwork construction regulated by federal, state, county, or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; earthwork construction performed by railway companies. This exemption, however, shall apply only when the earthwork takes place on the property, or dedicated rights-of-way or easements of the aforementioned agencies;

6. Excavation and backfill for installation of underground utilities by public utility companies of companies operating under the authority of a franchise or public property permit;

7. Mining, quarrying, excavating, processing, stock-piling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property, or alter the orientation of natural water courses which may result in adverse changes on adjoining property;

8. Exploratory excavations under the direction of a soil engineer, engineering geologist, archaeologists or paleontologists, provided all excavations are properly backfilled and compacted or otherwise restored. All excavations and trenches are subject to the applicable sections of the state of California, Division of Safety or Cal-OSHA;

9. A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed fifty (50) cubic yards on any one lot and does not obstruct any drainage course;

10. A fill less than three feet in depth, not intended to support structures or mobile homes, which does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course;

11. Clearing, brushing, and minor grading for agricultural purposes provided such operations do not affect the lateral support or increase stresses in or pressures on any contiguous property, or alter the orientation of natural water courses which may result in adverse changes on nearby or adjoining property or result in dumping of organic or hazardous waste not regulated by law. This grading includes, but is not limited to, contour grading to provide for orchard planting, minor leveling not exceeding three vertical feet of either excavation or fill for row crops, installation of irrigation systems, and stockpiling of fertilizer or other amendments.

B. Grading Permit, Paving. No person shall construct pavement surfacing in excess of five thousand (5,000) square feet, on natural or existing grade for the purpose of a private road or driveway, commercial, industrial, or multi-residential parking lot or travelway without a valid grading permit unless waived by the City Engineer or a separate improvement plan is approved and signed by the City Engineer. Resurfacing or maintenance of paved surfaces is exempt from this requirement.

8.21.030 Hazards.

A. Hazardous Conditions.

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage devices are situated on private property in such a manner that they are a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities. The maintenance of any hazardous condition shall constitute a public nuisance.

2. The City Engineer or designee (including City code compliance) may examine, or cause to be examined, every condition reported as hazardous as set forth in subsection (A)(1) of this section.

3. Upon confirmation of a hazardous condition, the City Engineer or designee (including code compliance) shall provide written notification to the owner or agent in control of property with confirmed hazardous condition requiring mitigation of said hazardous condition and stipulation of an acceptable time frame for compliance.

4. The owner or agent in control shall comply with any demand for corrective work or repairs as required. In the event that corrective action is not completed within the period as specified in writing, the City may exercise any available legal recourse for correction of said hazardous condition.

8.21.040 Definitions.

The words and phrases set out in this section, when used in this chapter, shall, for the purpose of this chapter, have the following respective meanings except where the context clearly indicates a different meaning:

"Approval" means a written engineering or geological opinion by the responsible engineer, geologist of record, or responsible principal of the engineering company, whichever is applicable, concerning the satisfactory progress and completion of the grading work, unless it specifically refers to the City Engineer.

"Approved plans" means the current grading plans, which bear the City Engineer's signature of approval on the plans.

"Approved testing agency" means the facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this chapter and is approved by the City Engineer.

"As-graded" means the surface configuration upon completion of grading.

"Bedrock" means in-place solid rock or sufficient solid in-place soil and rock to be classified by a registered geologist, geotechnical engineer or registered civil engineer, as bedrock.

"Bench" means a relatively level step excavated into stable earth material on which fill is to be placed.

"Borrow" means earth material acquired from an offsite location for use in grading on a site.

"Borrow Site Permit" means a permit that is issued to complete borrow grading operations as defined above.

"California Building Code (CBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the City Council of the City of Moreno Valley.

"Civil engineer" means a professional engineer registered in the State of California authorized to practice in the field of civil engineering. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Civil engineering" means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Clearing, brushing and grubbing" means the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.

"Compaction" means the densification of a fill by mechanical means.

"Earth material" means any rock, natural soil, or fill and/or any combination thereof.

"Engineering geologist" means a geologist certified in the state of California to practice engineering geology. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Engineering geology" means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Erosion" means the wearing away of the ground surface as a result of the movement of wind, water and/or ice.

"Erosion control system" means a combination of desilting facilities, and erosion protection, including effective planting and the maintenance thereof, to

protect adjacent private property, watercourses, public facilities, and receiving waters from the deposition of sediment or dust.

"Excavation" means the mechanical removal of earth material.

"Fault" means a fracture in the earth's crust along which movement has occurred. A fault is considered active if movement has occurred within the last eleven thousand (11,000) years (Holocene geologic time).

"Fill" means the deposit of earth material placed by artificial means.

"Geotechnical engineer" see "soil engineer". For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Geotechnical report" means a report, which contains all appropriate soil engineering, geologic, hydrologic, and seismic information, evaluation, recommendations, and findings.

"Grade" means the vertical elevation of the ground surface.

Grade, Existing. "Existing grade" means the ground surface prior to grading.

Grade, Finish. "Finish grade" means the final grade of the site, which conforms to the approved plans.

Grade, Natural. "Natural grade" means the ground surface unaltered by artificial means.

Grade, Rough. "Rough grade" means the stage at which the grade approximately conforms to the approved plans.

"Grading" means any excavation or filling or combination thereof.

"Grading contractor" means a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.

"Grading permit" means an official document or certificate issued by the City Engineer authorizing grading activity as specified by approved plans and specifications.

"Hillside site" means a site with a natural slope of ten (10) percent or more as further defined in Section 9.03.040(B) of this code.

"Indeterminate stockpile" means storage of soil for an indeterminate period of time in excess of the time permitted for a temporary stockpile.

"Key" means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

"Keyway" means an excavated trench into competent earth material beneath the toe of a proposed fill slope.

"Landslide" means the downward and outward movement of soil, rock, fill or a combination thereof.

"Mass grading" means grading that is completed on a large scale over a large area prior to preliminary grading and which when completed is within two vertical feet of the sites final grade elevations.

"Mass grading permit" means a permit that is issued to complete mass grading operations as defined above.

"Massive landslide" means a landslide too large to be stabilized by retaining methods or normal control methods.

"NPDES" stands for National Pollutant Discharge Elimination System.

"Owner" means any person, agency, firm, or corporation having a legal or equitable interest in a given real property.

"Precise grading permit" means a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations and all on-site improvements.

"Permeable Paving" means a special type of pavement that allows rain to pass through the paved surface into the ground beneath, thereby reducing the runoff from a site.

"Preliminary grading permit" means a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the City Engineer.

"References" unless indicated otherwise, or as reasonably appears from the context, references in this chapter to the civil engineer, engineering geologist, geotechnical engineer and soils engineer refer to the professional person(s) preparing, signing, stamping or approving the project plans and specifications which comprise the approved grading plan, and which professional person(s) appears of record pursuant to Section 8.21.170(D) of this chapter, or his/her successor appearing pursuant to Section 8.21.170(E) of this chapter.

"Retaining wall" means a wall designed to resist the lateral displacement of soil or other materials.

"Rough Grading Permit" means a permit that is issued to complete rough grading operations as defined in this section.

"Site" means any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

"Slope" means any inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance or as a percentage ratio of the vertical distance divided by the horizontal distance times one hundred (100).

"Slope stability—Gross stability" means the factor of safety against failure of the slope material below the surface approximately three to four feet deep measured from and perpendicular to the slope face.

"Slope stability—Surficial stability" means the factor of safety against failure of the outer three to four feet of slope material measured from and perpendicular to the slope face.

"Soil" means naturally occurring surficial deposits overlaying bedrock.

"Soil engineer (geotechnical engineer)" means a civil engineer registered in the State of California experienced and knowledgeable in the area of soil mechanics. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Soil engineering (geotechnical engineering)" is the investigation and engineering evaluation of earth materials including soil, rock, groundwater and man-made materials and their interaction with earth retention systems, structural foundations and other civil engineering works. The practice involves application of the principles of soil mechanics and the earth sciences and requires a knowledge of engineering laws, formulas, construction techniques and performance evaluation of civil engineering works influenced by earth materials.

"Sulfate (SO_4)" means a chemical compound occurring in soil or water, which in concentration, has a corrosive effect on ordinary portland cement concrete and some materials.

"Temporary stockpile" means the temporary storage of earth material greater than fifty (50) cubic yards for a period not to exceed the term of the grading permit issued for the project associated with the stockpile.

"Terrace" means a relatively level step constructed into the face of a graded sloped surface for drainage and maintenance purposes.

"WDID# means Waste Discharge Identification number.

8.21.050 Grading permit requirements.

A. Application for Permit.

1. The application for a grading permit shall be made on a form as provided by the City Engineer. All required discretionary approvals under the zoning ordinance and municipal code must be obtained prior to issuance of a grading permit.

2. No grading permit for a development project subject to approval by the planning commission, city council or administrative approval process shall be issued until such commission, council or administrative process has approved the grading concept as part of the discretionary approval process. Any application for a grading permit which effects environmentally sensitive areas shall contain information showing that the proposed grading will be accomplished without significant harm to the environment or appropriate environmental mitigation measures that have been identified within an environmental impact report for the proposed site have been complied with.

B. Responsibility of Land Owners.

1. It is unlawful for any persons owning, leasing, occupying or having charge of any real property in the City to stockpile, deposit, or allow the placement, construction or deposition of earth material on any real property in excess of fifty (50) cubic yards without first obtaining a grading permit as hereinafter described (unless exempt as noted in Section 8.21.020 exceptions. Processing of said earth material must result in a relative compaction of at least ninety (90) percent of the maximum density compaction of the surrounding material, unless otherwise provided for as part of an approved grading plan.

2. Clearing, brushing and grubbing of vegetation done in preparation of land development shall not be undertaken until all discretionary approvals for the land development project have been issued and a grading permit for the project has been obtained. For the purposes of this section, land development shall be defined as any use of real property for which discretionary approval is required as further defined in the this code.

3. A grading permit issued by the City Engineer is required prior to any grading or clearing and grubbing operations on:

a. Previously undisturbed land; or

b. Land covered by native vegetation; or

c. Land which has not been used for agricultural purposes for three years immediately prior to the initiation of a grading operation for the purpose of conducting agricultural activities.

A grading permit may be issued by the City Engineer, prior to discretionary approval, if the City Engineer, in cooperation with the planning official, determines that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause the elimination of any significant wildlife habitat for riparian area.

4. This section shall not regulate routine landscape maintenance, the removal of dead or diseased trees or shrubs or the removal of vegetation upon the order of the fire marshal for the elimination of a potential fire hazard.

C. Types of Grading Permits.

1. Either a mass grading permit, borrow site permit, rough grading permit, preliminary grading permit, precise grading permit or a stockpile permit all as defined in Section 8.21.040 of this chapter may be issued for grading work upon completion of a proper application and approval by the City Engineer.

2. Building permits may be issued for a site graded under an approved grading plan and valid grading permit upon completion and approval of rough grade and geotechnical inspection as specified in Section 8.21.170 of this chapter. Building permits for construction of model homes may be issued for the model home sites only, prior to completion of rough grading for the site, provided that rough grading has been completed and approved as noted for the model home sites.

3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading plan has been approved and a permit has been issued and the provisions as noted above have been satisfied.

D. Stockpile Permits.

1. A temporary stockpile permit is subject to conditions which may include, but not limited to, the following items: a stockpile plan prepared by a registered civil engineer, an erosion control plan prepared by a registered civil engineer, fencing, hydroseeding or other maintenance requirements. Other conditions may be established, even after the permit has been issued, in the interest of public health, safety or welfare, and shall be as determined by the City Engineer.

2. An indeterminate stockpile permit may be issued for soil that is to be used for the future development of the stockpile site where there is no current project, or for storage of soil for current or future sale, or for some other purpose as stated by the property owner. Requests for indeterminate stockpile permits will be reviewed on a case-by-case basis. Such requests may be considered to be the establishment of a business and may require review by other City department or divisions and shall be subject to all of the conditions of approval for such projects. An indeterminate stockpile permit is subject to all of the same requirements as a temporary stockpile permit.

E. Grading Permit Application. A grading permit application shall consist of the following items and forms completed and signed by the applicant or his/her representative, unless otherwise specified by the City Engineer:

1. Application form;

2. Four sets of grading plans;

3. Two copies of a preliminary soils report (see subsection (M)(1) of this section);

4. Two copies of a preliminary geology report if applicable (see subsection (M)(2) of this section);

5. Two sets of erosion control plans;

6. Payment of the grading plan check and inspection fees.

The City Engineer will inspect the project site as necessary and determine whether additional reports or other data are required prior to issuance of a grading permit. The City Engineer will notify the applicant of his determination.

F. Grading Plan Clearances. The City Engineer shall notify the applicant when clearance is required for the project from other departments or divisions within the City as well as clearance required from other agencies. All required clearances from other departments, divisions or outside agencies shall be the responsibility of and obtained by the applicant prior to issuance of the grading permit. The City Engineer will not notify the applicant for South Coast Air Quality District (SCAQMD) required clearances and permits.

G. Data to Accompany Application.

1. A grading plan, approved and signed by a California registered civil engineer, soils engineer and engineering geologist shall accompany each application for a grading permit, unless waived by the City Engineer. The grading plans shall be prepared on twenty-four (24) inch by thirty-six (36) inch Mylar film

with a standard City title block, and shall be drawn in ink. The plans shall show the original and designed finish contours, spot elevations, building pads, public improvements, slope ratios, proposed drainage facilities, protective fencing, retaining walls and any structures or buildings on adjacent properties within fifteen (15) feet of the common property lines.

2. Unless waived by the City Engineer, each application for a grading permit shall be accompanied by supporting data consisting of a soils engineering report, engineering geology report, and the grading plans and specifications. All such plans shall be drawn to engineering scales as approved by the City Engineer. The title sheet of the plan set shall contain the names, addresses and phone numbers of the site owner, the civil engineer responsible for the plans preparation, the project soil engineer and engineering geologist, including registration numbers. The title sheet shall also contain a locality sketch of the project site.

3. A statement of quantities shall be furnished, giving the estimated cubic yards of excavation, embankment, fill, and shrinkage or swell factor. Also, types of ditches and down drains, lineal feet and sizes of various types of pipe, the amount of rock to be used for rip-rap or slope protection, the lineal feet of fencing and any other pertinent information useful in determining the extent of the proposed work.

4. The grading plans shall show scaled sections of all stabilization fills, buttress fills, keyways and benching for fill placement.

H. Grading Plan Check. All grading plans submitted to the City will be checked for conformance with the provisions of this chapter, conditions of approval, the City of Moreno Valley Municipal Code, applicable specific plans, other City ordinances, rules and regulations, all applicable Federal and State requirements, 2010 California Code of Regulations Title 24, Chapter 11 accessibility requirements, City technical requirements and plan requirements, and any other applicable requirements for the development.

I. Mass Grading Plans, Rough Grading Plans, Stockpile Plans, Borrow Site Plans and Preliminary Grading Plans. The plans shall include, but not limited to, the following information.

1. Vicinity map of the site;

2. Property limits clearly labeled or otherwise identified, accurate contours of existing ground and details of terrain, and area of drainage a minimum of fifteen (15) feet beyond the property limits (spot elevations may be used on flatland sites);

3. Prominent existing or natural terrain features;

4. Limiting dimensions, elevations of finish contours to be achieved by the grading, proposed drainage devices, and related construction;

5. Details (plan and section) of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as part of the proposed work, together with a map showing the drainage area and estimated runoff from the area served by the drains;

6. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings of structures on land of adjacent owners which may be affected by the proposed grading operations;

7. If the grading project includes the movement of earth material to or from the site in an amount considered substantial by the City engineer, the permittee shall submit a haul route for review and approval by the public works department, land development division. The City Engineer may prescribe as a condition of the grading permit and submitted haul route, alternate routes or special requirement in consideration on the possible impact on the adjacent community environment or effect on the public right-of-way itself;

8. Additional plans, drawings, calculations, environmental impact information, or other reports and information required by the City Engineer.

J. Precise Grading Plans. The plans shall include of the information required in subsection I of this section plus the footprint or allowable building area of all proposed structures (including appurtenances), setback distances between structures and top or toe of slopes, setback distances between structures and property lines, detailed finish grade and finish floor elevations, flow lines for lot drainage including spot elevations for the drainage swales, details for building footings and sideyard swale relationship (including extra height of or deepened footings), and all proposed PCC flatwork and PCC/AC driveways.

K. Grading Plan Correction Sheet. A grading plan standards and correction sheet which is used as the basis for plan checking, is available from the Public Works Department, Land Development Division which identifies the items typically required on grading plans depending on site conditions.

L. Geotechnical Reports. A soil engineering and engineering geology report shall be required for all grading projects unless otherwise waived by the City Engineer. The reports shall include information useful to the site and any additional information required by the City Engineer. Recommendations included in the reports and approved by the City Engineer, shall be incorporated into the grading plans and specifications. The Building Official may require a soil report of additional information related to the building structure in accordance with the California Code of Regulations Title 24 (IBC).

M. Geotechnical Report Standards. Two copies of each geotechnical report required in subsection L of this section, shall be submitted as part of the application for a grading permit. Each report shall contain information applicable to the project as shall be prepared in accordance with generally accepted geotechnical engineering practice. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

1. Preliminary Soil Report. Soil engineering reports shall be required for all residential subdivisions, commercial or industrial development projects, multi- residential projects, and similar developments for which a grading permit is required. Soil reports shall also be required for grading or building permits on single lot projects when specified by the City Engineer or Building Official. The preliminary (initial) soil engineering report shall include information and data regarding the nature, distribution, and physical and chemical properties of existing soils, conclusions as to the adequacy of the site for the proposed grading, recommendations for general and corrective grading procedures, foundation and pavement design criteria, and shall provide other recommendations, as necessary, for the project grading and development.

2. Preliminary Engineering Geology Report. Engineering geologic reports shall be required for all developments on hillside sites where geologic conditions are considered to have a substantial effect on existing and/or future site stability. This requirement may be extended to other sites as required by the City Engineer. The preliminary (initial) engineering geology report shall include a comprehensive description of the site topography and geology including, where necessary, a geologic map; and opinion as to the adequacy of the proposed development from an engineering geologic standpoint; and opinion as to the extent that known or as reasonably should be known instability on adjacent properties may adversely effect the project; a description of the field investigation and findings; conclusions regarding the effect of geologic conditions on the proposed project; and specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development; and shall provide other recommendations as necessary for the project grading and development. The preliminary engineering geology report may be combined with the soil engineering report.

3. Seismicity Report. A seismicity report as determined by the City Engineer, may be required as a condition for issuance of a grading permit and/or building permit for all residential subdivisions, and for commercial or industrial developments, and shall be required as a condition of development for all essential facilities (as defined in the California Building Code) or as determined by the City Engineer, Building Official or Planning Official. Additionally, sites containing earthquake-sensitive earth materials and/or sites that are located on or near potentially active or active faults are required to submit a seismicity report as a condition for issuance of a grading permit. The report shall be prepared by

an engineering geologist, geophysicist, or a civil engineer with expertise in earthquake technology and its application to buildings or other civil engineering works. The scope of the report shall be commensurate with the proposed development and shall reflect the latest available and accepted technological recommendations related to seismicity. The seismicity report may be combined with the soil and engineering geology reports.

N. Import and Export of Earth Material. Where an excess of five thousand (5,000) cubic yards of earth material for a project site is moved on public roadways to or from the project site as part of the grading operations, all of the following requirements shall apply:

1. Either water of dust preventative spray material (or both) shall be consistently applied for prevention of dust resulting from the loading or transportation of earth to or from the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way, used for transporting materials, in a condition free of dust, earth, or debris attributed to the grading operations.

2. Loading and transporting of earth materials to or from the site must be accomplished within the limitations established in subsection O of this section.

3. Access roads to the site shall be only at points designated on the approved grading plans.

4. At a minimum, the first fifty (50) feet of access road adjacent to the intersection with the public roadway shall have a grade not to exceed five percent. There must be a three hundred (300) foot clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the five percent grade or three hundred (300) foot sight distance requirements can not be obtained due to site constraints, then flagman shall be posted at the access road and shall remain for the entire duration of material transportation operations.

5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the exit of the access road to the public roadway.

6. Advanced warning signs along with traffic control and safety devices shall be reviewed and approved by the City Engineer and shall be posted on the public roadway in the vicinity of the access intersection as required by the current State of California Department of Transportation “Manual of Traffic Control—Warning Signs, Lights and Devices for use in Performance of Work Upon Highways.” The size, shape, color, number, spacing, and other details of all such signs and devices shall conform to the standards contained therein and in the current State of California Department of Transportation “Traffic Manual.” The

advanced warning signs and other devices shall be covered or removed when the access intersection is not in use.

O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays and from 8:00 a.m. to 4:00 p.m. on weekends and holidays. The City Engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of operations may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

P. Responsibility of Permittee. It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this chapter, and as contained on the approved grading plans and in the approved geotechnical report(s). It shall also be the responsibility of the permittee to be knowledgeable with the obvious and accessible location on the site, and with a copy of the grading plans bearing the stamp or signature of approval by the City Engineer. The applicant will be responsible for obtaining all clearances and permits, if any, directly from the South Coast Air Quality Management District (SCAQMD) prior to beginning grading.

Q. Haul Routes. Where excavation of embankment material is imported or exported from one grading site to another, over public streets, whether or not either site is otherwise subject to grading permit requirements, the City Engineer may specify the route to be used in transportation of the materials on public streets.

Deviation from the designated haul route shall constitute a violation of the condition of the permit issued under this chapter. When the City Engineer does specify a route, he shall do so in writing on the permit document, and shall immediately notify the Traffic Division of the Public Works department as well as the traffic division of the City police department, that said haul route has been specified and approved.

The City Engineer may further specify load limits where, in his opinion, the standard load capacity of vehicles used in such hauling would cause excessive damage to streets on the designated route. Any grading or hauling contractor or project site owner/permittee, moving earth materials in violation of the chapter, shall be financially responsible for any damage to the public streets caused by the hauling vehicles, and shall pay to the City of Moreno Valley the cost, as determined by the City Engineer, of repairing such damage, or shall repair the damage in question to the satisfaction of the City Engineer.

At least twenty-four (24) hours before hauling is to commence, the applicant shall be required to notify the City of Moreno Valley Public Works Department, Traffic Division, and Land Development Division as well as the City Police Department, Traffic Division. The permit may specify other necessary conditions or restrictions, where the use of public streets would disrupt the normal traffic activities or cause a public inconvenience.

R. Debris on Public Streets. Vehicle Code Section 23112(b) forbids the placing, dumping or depositing of dirt and rocks on public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the provisions of this chapter, shall refrain from depositing dirt or debris on public streets by any means, including but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The City Engineer may require a cash deposit to insure the clean-up of public streets.

S. Clean-Up. The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials, including but not limited to, earth, mud, rock or other materials, on any public streets shall be responsible for the complete removal of such materials if spilled, dumped or deposited on a public street within twenty-four (24) hours of noted spill, dumping or deposition. If the permittee fails to remove such spillage, dumping or deposited material within the noted time frame, and it is necessary for the City to complete the removal, the permittee and/or property owner from where the material was removed from or deposited to, shall be liable to pay the City the full cost of such removal work. A cash deposit may be required to insure cleanup of public streets.

T. Dust Control. The contractor or permittee conducting any earth-moving or grading operation under this chapter shall be responsible for controlling dust at all times. The owner, contractor and permittee shall be responsible for implementing any and all Best Management Practices (BMPs) for all grading and earth-moving operations in accordance with the National Pollutant Discharge Elimination System (NPDES) and as required by South Coast Air Quality Management District (SCAQMD).

U. Protection of Adjoining Property. Each adjacent owner is entitled to the lateral and subjacent support which his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

1. Any owner of land or his lessee intending to permit or to make an excavation greater than ten (10) feet in depth within fifty (50) feet of his property line(s) shall give reasonable notice to the owner or owners of land abutting the property line(s) affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin.

2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken so that the soil of adjoining properties will not cave in or settle without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to of greater depth than are the walls or foundation of an adjoining building or other structure, and the distance from the edge of the excavation to an adjoining building or other structure is less than the depth of the excavation, then the permittee or person completing the excavation must take any and all necessary steps to protect the adjacent building or other structure from possible damage resulting from the excavation or the permittee or person completing the excavation must notify the owner of the adjoining building or other structure and allow at least ten (10) days, if so desired, in which to take measures to protect the same from any damage, or to brace or extend the foundations of the noted building or other structure from possible damage from the excavation.

V. Issuance, Expiration and Renewal.

1. Every grading permit issued shall be valid for a period of one hundred eighty (180) days from the date of issuance.

2. Every permit shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

3. The time limitations for all grading permits issued by the City are also subject to the following provisions:

a. A permit issued in accordance with these requirements shall expire upon a change of ownership, if the grading work thereon, for which said permit was issued has not been completed, and a new permit shall be required for the completion of the work. If the time limitations as noted above are not applicable, and if no changes have been made to the plans and specifications last submitted to the City Engineer, no charge shall be made for the issuance of a new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the City Engineer, fees based on the valuation of the additional or new work, additional yardage and necessary plan checking shall be charged to the permit applicant.

b. The City Engineer may extend the one hundred eighty (180) day expiration time limit on permits not to exceed three successive periods for one

hundred eighty (180) days each, upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

4. The City Engineer may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued.

5. If the permittee presents satisfactory reasons for failure to begin or complete the work within the periods specified above, the City Engineer, upon written request, may grant an extension of time reasonably necessary or as specified in subsection (V)(3)(b) of this section for an additional three hundred sixty-five (365) days without additional fees, provided that:

a. No changes have been made in the original plans and specifications for such work.

b. Suspension of abandonment has not exceeded one hundred eighty (180) days.

c. A re-endorsement of the compliance of the plans with the current and applicable regulations has been obtained by the permittee from the Land Development Division.

Such requests for extensions must be submitted no later than the thirtieth day following the date on which said permit would otherwise expire.

6. If the permittee is unable to complete the work by the end of a two calendar year period (initial one hundred eighty (180) days plus one and one-half year extension) or fails to request an extension within the time provided in subsection (V)(5) of this section, the City Engineer, upon written request and justification, may renew the grading permit for a fee of one-half the amount required for the original permit for such work, provided no changes have been made to the original plans and specifications for such work.

W. Denial of Permit. The City Engineer shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in debris being deposited on any public street or public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the City Engineer that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices, or by other means, the City Engineer may issue a permit with the condition that such work be performed. If, in the opinion of the City Engineer, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or

sufficiently reduce the hazard to human life or property, the grading permit and any proposed building permits for habitable structures shall be denied.

The City Engineer may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The City Engineer may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated in accordance with the requirements of the California Environmental Quality Act (CEQA), deny the issuance of a grading permit.

The City Engineer shall require plans and specifications to be modified in order to make them consistent with the City of Moreno Valley general plan, specific plans, municipal code requirements, or other rules, regulations, or conditions of approval applicable to the project. The City Engineer may deny the grading permit if the proposed project cannot be designed in accordance with this chapter, applicable rules, regulations, or conditions.

8.21.060 Fees.

A. Plan-Checking Fees. Before accepting a set of plans and specifications for checking, the City Engineer shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures. The amount of plan-checking fee for grading plans is set forth by City Council resolution.

The plan-checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the required fee for the entire project.

B. Review of Geotechnical Reports Fee. The fees paid in accordance with subsection A of this section (plan-checking fee) includes all necessary fees for review of all geotechnical report(s) for the project and no additional or separate fee will be charged for said review.

C. Grading Permit Fees. A fee for each grading permit shall be paid to the City Engineer for issuance of said permit. The fee for grading permit issuance is set forth by City Council resolution. The fee for a grading permit authorizing additional work to that under a valid grading permit shall be the difference between the fee paid for the original permit and the required fee for the entire project.

8.21.070 Grading security.

The City Engineer may require bonds or other approved security in such form and amounts as may be deemed necessary to assure that the work for a valid grading permit is completed in accordance with the approved plans and specifications or to insure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate any potentially hazardous condition without additional cost or obligation to the City. One form of security will be required to cover all grading and drainage facilities. Separate securities may be required for slope planting, landscaping, irrigation and erosion control.

8.21.080 Cuts.

Cut slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

Slope stability analysis shall be included in all soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height regardless of the slope ratio. The soil engineer shall consider both gross and surficial stability of the slope and provide a written statement approving the slope stability.

8.21.090 Fills.

A. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical (2:1), or where the base (toe) of the fill slope would be within twelve (12) feet horizontally of the top of a cut slope, unless evidence is submitted by the soil engineer and/or engineering geologist which indicates that the stability of the slope is adequate and the proposed slope is approved by the City Engineer.

B. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation; noncomplying fill; topsoil and other unsuitable materials; and by scarifying to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than five horizontal to one vertical (5:1), the ground shall be prepared by benching into sound bedrock, or other competent or formational material, as determined by the soil engineer and

approved by the City Engineer. The lowermost bench beneath the toe of a fill slope shall be a minimum of ten (10) feet in width. The ground surface below the toe of fill shall be prepared for sheet flow runoff, or an appropriate drainage system shall be provided.

Where fill is to be placed over a cut slope, the bench under the toe of the fill shall be at least fifteen (15) feet wide and shall meet the approval of the soil engineer and/or engineering geologist as suitable foundation for the fill. Unsuitable soil is soil which is not dense, firm, or unyielding; is highly fractured; or has a high organic content; and in the opinion of the City Engineer, civil engineer of record, soil engineer, or engineering geologist is not competent to support other soil or fill, to support structures, or to satisfactorily perform the other functions for which the soil is intended.

C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as outlined below, no rock or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

The City Engineer may permit placement of larger rock in fill when the soil engineer properly devises a method of placement, continuously inspects placement, and approved the fill stability and competency. The following conditions shall also apply:

1. Prior to issuance of a grading permit, potential rock disposal area(s) shall be identified on the grading plan.

2. Rock sizes greater than eighteen (18) inches shall be placed a minimum of six feet below grade, measured vertically and/or ten (10) feet measured horizontally from any slope face.

3. Rocks sizes greater than twelve (12) inches shall be placed so as to be completely surrounded by soil; no nesting of rocks will be permitted.

D. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of the maximum density as determined by ASTM DI557. Field density tests shall be performed in accordance with ASTM D1556, or equivalent, as approved by the City Engineer. At least twenty-five (25) percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be uniformly distributed within the fill area and/or fill slope surface area in order to obtain representative results.

Locations of the field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

Testing in areas of a critical nature or special emphasis shall be in addition to a network of representative sampling.

E. Exceptions:

1. Fills excepted in Section 8.21.020 of this chapter if the City Engineer determines that compaction is not a necessary safety measure to aid in preventing saturation, settlement, slippage or erosion.

2. Where lower density and very high potential expansion characteristics exist, (as defined in the California Building Code), lesser compaction requirements may be approved by the City Engineer upon justification and recommendation by the soil engineer.

Sufficient maximum density determinations by test method ASTM D1557 shall be performed during the grading operations to verify that the maximum density curves used are representative of the material placed throughout the fill.

F. Fill Slopes. Fill slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

All fill slopes shall be overfilled to a distance from finish slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finished grade to expose the compacted core. Alternate methods for fill slope compaction may be used by the grading contractor subject to approval by the soil engineer and City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil.

A slope stability analysis shall be included in soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height, regardless of the slope ratio. The soil engineer shall consider both the gross and surficial stability of the slope and provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternate methods of construction or compaction requirements necessary for surficial stability.

At least twenty (20) percent of the field density tests performed during grading shall be located within three feet of the final slope location, and at least one density test shall be taken in the outer twelve (12) inches of the finished slope face for every five thousand (5,000) square feet of slope area.

G. Buttress/Stabilization Fills. Recommendations for buttress/stabilization fills by the soil engineer shall be included in the soil report setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudo static conditions, (analysis of pseudo static loads are not normally needed when the bedding planes are flatter than twelve (12) degrees from horizontal), laboratory test data upon which the calculations are based, a copy of the approved grading plan showing the location of the buttress/stabilization fill, a scaled section of the buttress/stabilization fill, and recommendations with details of subdrain requirements.

H. Utility Line Backfill. Backfill for on-site utility line trenches, including but not limited to, water, sewer, gas, electrical, telephone and cable television services which effect the stability of foundations or other structures, or which are in sloping surfaces steeper than ten horizontal to one vertical (10:1), and which utilize onsite material as backfill, shall be compacted and tested in accordance with subsection D of this section. Alternate materials and methods for utility line trench backfill may be used provided that the material specification and method of placement are recommended by the soil engineer and approved by the City Engineer prior to backfilling.

Utility line trench backfill for on-site areas other than those stated above need no specific placement method or compaction criteria, but shall be sufficiently compacted to preclude detrimental settlement. In no case shall this be construed to mean utility line trench backfill within any public rights-of-way.

The final utility line trench backfill report from the project soil engineer shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use and that all tested areas meet the compaction requirements in accordance with subsection D of this section.

8.21.100 Setbacks.

A. General. The setbacks and other restrictions specified by this section are minimum and may be increased by the City Engineer or by the recommendation of the civil engineer of record, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. Where zoning requirements exceed the minimum herein, the zoning setbacks shall govern.

B. Setbacks From Property Lines. The tops and toes of slopes shall be setback from the outer boundaries of the permit area, including slope right

areas and easements, in accordance with Figures A and B. Lot lines shall be located at the top of slopes whenever possible.

C. Design Standards for Setbacks. Setbacks between graded slopes (cut or fill) and structures shall be provided in accordance with Figures A and B. A usable side yard of at least five feet from any building wall shall be provided to the top or toe of a slope unless waived by the City Engineer.

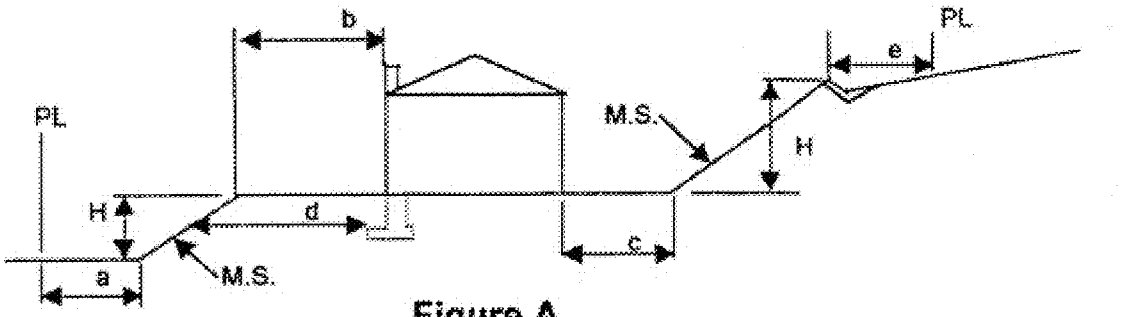

Figure A

Table A Minimum Setback from Adjacent Slope					
H (hgt-ft)	a	b	c	d	e
0<6	3′	5′	3′	5′	3′
6 to 14	5′	5′	H/2	H/2 (5′Min)	3′
14 to 30	5′	H/2 (10′ Max)	H/2	H/2 (10′ max)	6′
30+	5′	10′ Max	15′ Max	10′ Max	6′

NOTES:

1 PL means property line and/or permit boundary. M.S. means manufactured surface.

2 Setbacks shall also comply with applicable zoning regulations.

3 Table A applies to manufactured slopes and 2:1 or steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.

4 “b” may be reduced to 5′ minimum if an approved drainage device is used; roof gutters and downspouts may also be required.

Ordinance No. XXX
Date Adopted:

5 “b” may be reduced to less than 5′ if no drainage is carried on this side and if roof gutters are included; “d” may not be reduced.

6 If the slope between “a” and “b” is replaced by a retaining wall, “a” may be reduced to zero and “b” shall remain as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.

7 “b” is measured from the face of the structure to the top of the slope.

8 “d” is measured from the lower outside edge of the footing along a horizontal line to the face of the slope. Under special circumstances, “d” may be reduced as recommended in the soil report and approved by the Building Official

Figure B

Minimum Setback

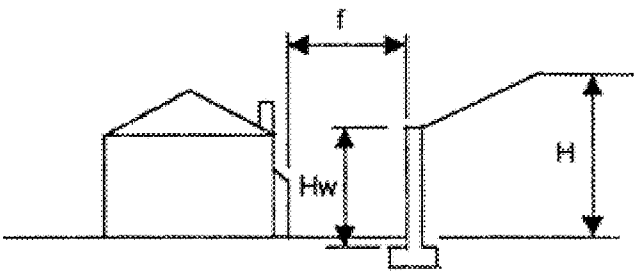

Figure B

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
0 to 6	3′ Max	3′ Min
6 to 8	4′	4′

Ordinance No. XXX
Date Adopted:

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
8 to 10	5′	5′
10 to 12	6′ Max	6′
12 to 30	6′ Max	H/2
30+	6′ Max	15′ Max

NOTES:

1 The use of retaining walls to reduce setbacks must be approved by the City Engineer.

2 "f" may be reduced to zero (0) feet if the Building Official approves a combination structure/retaining wall after submittal and review of structural calculations from the project structural engineer and after the City Engineer approved the necessary drainage devices.

3 "Hw" is the height of the retaining wall measured from the top of the footing to the top of the wall.

8.21.110 Drainage and terracing.

A. General. Unless otherwise noted on the approved grading plan, drainage facilities and terracing of graded slopes shall conform to this section, to the currently adopted City design standards, this code and to Riverside County Flood Control and Water Conservation District's master drainage plans for the City, except where otherwise specified.

B. Terraces. Terraces at least eight feet in width shall be established at not more than thirty (30) foot vertical intervals on all cut or fill graded slopes in order to control surface drainage and debris. Where only one terrace is required, it shall be at the mid-height of the slope. Terrace widths and spacing for cut and fill slopes greater than one hundred and twenty (120) feet in height shall be designed by the project civil engineer based upon recommendations of the project soil engineer and approved by the City Engineer. Suitable access shall be provided to all terraces to permit proper cleaning and maintenance.

Terrace drains shall have a minimum gradient of two percent unless waived by the City Engineer. Terrace drains shall have a minimum depth at the deepest point of no less than one foot and a minimum paved width of at least

three feet and shall be designed to accommodate all runoff created by the cut or fill slope as well as any tributary runoff which enters the terrace drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

D. Storm Water Discharge. All drainage facilities shall be designed to carry storm water runoff to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction, as an acceptable and safe location to deposit such runoff. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the City Engineer.

E. Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the City Engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the City Engineer.

F. Storm water Runoff. Storm water runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

1. Whenever practicable, each lot shall be graded so that storm water will drain from the backyard through the sideyard and front yard directly to the abutting street or toward approved drainage facilities at a gradient of not less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

2. When the above is not feasible, as determined by the City Engineer, storm water shall be collected along the top of slopes or at the rear of graded lots by means of paved gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of eighteen (18) inches deep.

3. Where slopes are terraced at thirty (30) foot intervals, drainage shall be provided in paved ditches a minimum of thirty-six (36) inches wide and twelve (12) inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the City Engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to grantee the improvement, is posted with the City.

4. Down drains, interceptor drains and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by the project engineer and approved by the City Engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe (RCP), plastic pipe (PVC) or other pipe material as approved by the City Engineer. Anchor lugs or collars may be required by the City Engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the City Engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

5. The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters or other materials as approved by the City Engineer.

G. Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage-ways on the owner of record of each respective lot. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the permittee. Such easements shall be subject to the approval of the City Engineer and City attorney and recorded prior to the issuance of the grading permit.

8.21.120 Retaining walls.

Retaining walls shall be constructed of reinforced concrete, reinforced masonry block, reinforced concrete block and geosynthetic fabric, or a combination of the aforementioned materials. Retaining walls shall be designed to resist all earth pressures acting upon them including embankment or structure/vehicle surcharge loads. All retaining walls shall be designed by a registered civil or structural engineer and submitted to the building division, including appropriate structural calculations, for review and approval prior to installation. All retaining walls that are to be constructed in connection with a grading plan shall be shown on the grading plan. Sufficient top of wall (TW) and top of footing (TF) elevations shall be shown on the grading plans to determine the overall height of the retaining wall at various locations.

8.21.130 Expansive soils.

A. Expansive soil is any soil with an expansion index greater than twenty (20), as determined by the expansion index tests (2010 California Building Code, Section 1803

B. Whenever expansive soils are encountered within four feet of the finish grade of any area intended or designed as a location for a building then the following shall be observed:

1. The permittee shall remove such expansive soil to a minimum depth of four feet below finish grade within the building footprint area. Nonexpansive, properly compacted soil shall then be installed in the area where the expansive soil was removed; or

2. In the event that sufficient non-expansive material is not readily available on site, the permittee may at his option import nonexpansive material to be used as fill or the soil engineer may waive or reduce the requirement for removal and replacement of the expansive soils reported on the project. The soil engineer shall, however, make recommendations for the design of footings, foundations, slabs, and other load bearing features, or other special procedures which will alleviate any potential problem created by the remaining expansive soils; or

3. Based on recommendations for the soil engineer, expansive soil from cut areas may be placed in the lower extremities of embankments, and nonexpansive materials shall be reserved and stockpiled so that they may be placed as a cap over expansive soil. Whenever expansive soil is placed closer than four feet of finish grade, the soil engineer shall so indicate and make corrective recommendations as noted above.

8.21.140 Asphalt paving.

A. Requirements. For the purpose of this section, asphalt concrete (A.C.), aggregate base material (A.B.), prime coat, tack coat, and seal coat shall all meet the current material specification standards of the City of Moreno Valley for public road construction and/or the approval of the City Engineer.

B. Subgrade Compaction. Compaction of subgrade materials shall be in accordance with the requirements of Section 8.21.090(D) of this chapter.

C. Soil Sterilization. Unless otherwise approved by the City Engineer, subgrade earth materials shall be sterilized to preclude plant growth.

D. Pavement Structural Section. The project soil engineer, architect, or design civil engineer shall determine the pavement structural section(s) for parking lots, service roads, private streets and dedicated streets on new private development projects. The structural section shall be based on:

1. Soils tests of the subgrade soil(s) performed in accordance with the latest revision of test method number California 302 and anticipated traffic and/or loading conditions.

2. The design shall be determined by R-value testing in accordance with CalTrans design method with recommended safety factors. The minimum design structural section(s) for dedicated streets shall be as noted in the current edition of the City of Moreno Valley standard plans.

E. Alternative Design Method for New Parking Lots/Service Roads and Private Streets. In lieu of the recommended structural section from the soil engineer or civil engineer based on testing as noted above, the following standards may be used for new private parking lots/service roads and private streets:

Industrial and Commercial Developments	**Min. Structural Section**
Parking area less driveways and perimeter drives	.25′ AC / .33′ AB
Driveways and perimeter drives for industrial developments	.25′ AC / .83′ AB
Driveways and perimeter drives for commercial developments	.25′ AC / .67′ AB
High Density Residential	
Parking areas and access lanes	.25′ AC / .33′ AB
Drives and areas subject to heavy truck use	.25′ AC / .67′ AB
Private Streets	
Structural roadway section for private streets	.30′ AC / .50′ AB

AC means asphalt concrete pavement.

AB means Class II aggregate base material.

F. Exceptions. The provisions of this section shall not apply to private asphalt concrete driveway(s) providing access to not more than two single-family residences, proposed in conjunction with a project subject to a grading permit or to commercial, industrial or high-density residential developments where all pavements areas are constructed of Portland cement concrete (PCC) pavement.

8.21.150 Permeable surface designs

A. Permeable surface designs include, but is not limited to pervious concrete, permeable pavement, permeable pavers, and porous asphalt. These BMPs may be allowed in low flow traffic roads and parking lots and other paved areas upon approval from the City Engineer.

8.21.160 Erosion control.

A. General.

1. All earth moving or grading operations requiring a grading permit (as noted in Section 8.21.020 of this chapter) shall be required to also have an approved erosion control plan. In addition, any grading, clearing, brushing and grubbing within one hundred (100) feet of environmentally sensitive areas, is prohibited from October 1st to May 31st except for the following:

a. The construction and maintenance of erosion control systems, which have been approved by the City Engineer.

2. Grading work is prohibited on any single grading site under permit between October 1st and May 31st unless an erosion control plan has been approved or waived by the City Engineer. Where necessary, temporary and/or permanent erosion control devices or methods, as approved by the City Engineer, shall be employed to control erosion and provide safety during this period.

3. The City Engineer may order restriction or cessation of land disturbance or development operations upon determination that the weather, soil, slope, or general site conditions may cause serious accelerated erosion or sediment damage either on-site or downstream from the site.

B. Erosion Control Plans.

1. Erosion control plans shall be submitted to the City Engineer for approval concurrent with the grading permit application and/or with grading plan submittal unless otherwise waived by the City Engineer. No grading permit shall be issued unless an erosion control plan has been submitted or waived by the

City Engineer. The erosion control plan may be waived for grading on single residential lot projects, provided that an erosion control system, approved by the City Engineer, is installed, placed, planted or constructed before October 1st. An erosion control and/or sediment control plan is required for all projects if the City Engineer determines that erosion or sediment discharge adversely affects adjacent properties. The approved erosion control plan shall be updated if necessary by October 1st each year, for projects under a grading permit.

2. The erosion control plan shall include details of protective measures, including desiltation basins or other temporary drainage or control measures or both, as may be necessary to protect adjoining public or private property from damage by erosion, flooding, or mud and/or debris deposits which may originate from the site or result from the grading operations.

3. All slope planting, as required by the erosion control plans, which is to be completed after October 1st, will require jute matting or other acceptable turf matting or erosion control blankets prior to planting or hydroseeding.

C. Submittal and Processing Requirements.

1. All projects requiring a grading permit must have erosion control plans submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

2. The erosion control plans must be approved and erosion control devices installed and certified and inspected as being properly constructed by the engineer of record. Sediment control must be continuously maintained throughout the construction process. Updating of the plans will be required for phases of construction not covered by the previously approved plans.

3. Approval and processing of the erosion control plans requires payment of plan checking fees, inspection fees and the posting of securities as further noted in this section.

4. First submittal for erosion control plans shall include the plan checking fee, two blueline copies of the plans and two copies of the bond estimate.

D. Information on Erosion Control Plans. Erosion control plan shall include but not be limited to, the following information:

1. A twenty-four (24) hour telephone number of the person responsible for performing emergency erosion control work;

2. The stamp and signature of the civil engineer that prepared the erosion control plan;

3. The erosion control general notes (copies available for the public works department, land development division);

4. Identification of all desilting and erosion protection facilities necessary to protect adjacent property from sediment deposition;

5. Identification of the streets and drainage devices that will be completed and paved by October 1st;

6. Provision for the placement of gravel bags, slope planting or other measures to control erosion from all slopes above and adjacent to roads open to the public;

7. Provision for maintaining access to desilting facilities during wet weather;

8. A schedule for the construction and ongoing maintenance of all required erosion and sediment control facilities;

9. Identification of discharge points where concentrated runoff occurs.

E. Erosion Control Systems.

1. All sediment shall be contained on-site. Runoff from disturbed areas shall be detained or filtered by berms, swales, ditches, filter strips or other means as necessary to prevent the escape of sediment from the site. Sediment control devices shall be installed prior to or concurrent with the initial grading operations and shall be maintained throughout the development process.

2. Erosion shall be prevented at locations where runoff is concentrated. Where runoff will be discharged to natural ground or channels, appropriate energy dissipaters shall be installed to prevent erosion at the point of discharge.

3. All erosion control measures required to retain sediment on-site and to safely discharge any accelerated runoff generated by the project shall be installed during the initial construction phase of the project.

4. Desilting facilities shall be provided at drainage outlets from the graded site.

5. Desilting basins shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow sediment of suspended particles.

6. Desilting basins shall be constructed around the perimeter of projects. Basins should be located where maintenance access is provided from paved roads during wet weather.

7. Desilting basins constructed from compacted earth shall be compacted to a relative compaction of ninety (90) percent of maximum density. A soil engineering report including the type of field-testing performed, location and results of testing, shall be submitted to the City Engineer for approval upon completing the desilting basin(s).

8. Equipment and workers, for emergency work, shall be available at all times. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices if needed.

9. Unless otherwise approved by the City Engineer, erosion protection shall include effective planting of all slopes in excess of three feet in height. Slopes exceeding fifteen (15) feet in height may require an adequate sprinkler system, as determined by the City Engineer.

10. All slopes greater than five feet in height shall be permanently landscaped with the landscaping established prior to October 1st. If the permanent landscaping is not installed and sufficiently established prior to October 1st, the slope(s) shall be covered with protective materials and soil stabilizers approved by the City Engineer.

11. All disturbed slopes shall be planted and protected within forty-five (45) days of the completion of each stage of grading. Suitable measures to prevent slope erosion, including but not limited to, rapid growth vegetation sufficient to stabilize the soil, shall be installed on all disturbed areas until such time as the permanent vegetative cover sufficiently matures to provide permanent stability.

12. Erosion control provisions shall include and complement drainage patterns during the current and future phases of grading throughout the rainy season.

13. Graded areas around the project perimeter must drain away from the face of slopes at the conclusion of each working day.

F. Erosion Control Maintenance.

1. Erosion control systems shall be serviced and maintained to provide continuous capacity and to adequately function as designed. After precipitation exceeding one-quarter inch in any twelve (12) hour period, or upon direction of the City Engineer, silt and debris shall be removed form check dams and desilting basins and the basins pumped dry and otherwise restored to the original design condition.

2. The performance of the erosion control system shall be evaluated by the City Engineer and revised and replaced as ordered.

3. The construction and maintenance of all erosion control systems shall conform to the approved erosion control plan unless otherwise approved by the City Engineer.

4. The contractor, permittee, or project owner shall be responsible for and take necessary precautions to prevent public trespass into areas where impounded water creates a hazardous condition. Necessary precautions may include, but not limited to, appropriate perimeter fencing, or a twenty-four (24) hour guard in order to prevent unauthorized persons from entering the basin(s).

5. Any sprinkler system, controlled by timers, used with an erosion control system, shall be inspected every thirty days to assure proper functioning of the timer device.

G. Erosion Control Design and Implementation.

1. If a project design includes grading or construction within one hundred (100) feet of any environmentally sensitive areas, additional erosion control measures may be required within all disturbed areas in order to minimize the impacts to the environment. These measures may require the approval of the City Engineer as well as approval and certification by the engineer of record for the project. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. The additional erosion control measures may include, but not limited to, installing protective materials and stabilizers, along banks and within waterways and over all disturbed areas. The additional erosion control measures may also include a full time (twenty-four (24) hour) on-site guard during storms and when the precipitation amount is expected to exceed one-half inch in any twenty-four (24) hour period. The precipitation forecast shall be as established by the National Weather Service.

2. All erosion control systems require approval by the City Engineer and approval and certification by the engineer of record. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. All erosion control systems shall remain in place at all times for all areas in which construction is not scheduled to commence within the next seven days. All erosion control systems shall remain in place until May 31st. The May

31st date may be extended by the City Engineer upon determination that there is a substantial likelihood of significant precipitation after May 31. The City Engineer shall use information as provided by the National Weather Service to make such determination.

3. All removable protective devices shown shall be in place at the end of each working day when the five day rain probability forecast exceeds forty (40) percent. The forecast shall be as determined by the National Weather Service.

4. The faces of cut and fill slopes and the project site shall be prepared and maintain to control erosion. Slope protection may be waived by the City Engineer for cut slopes, which are not subject to erosion because of the erosion resistant character of the materials.

5. If construction of erosion control systems outside of the project boundaries are necessary, permission to construct such systems from the owner of such off-site property. Plans for the off-site systems shall be included with the on-site plans submitted to the City Engineer. The plans for the off-site erosion control systems shall include permission to grade and maintain the erosion control systems from all affected property owners and letters of clearance and/or permits from all appropriate governmental entities.

6. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition, free of loose soil, construction debris, and trash. Street sweeping or other equally effective means shall be used on a regular basis to control erosion, which has been deposited on streets or sidewalks. Watering shall not be used to clean streets except for the removal of fine material not otherwise removed by sweeping or other mechanical means.

7. The contractor, permittee, or property owner shall be responsible for inspection, modification, and proper maintenance of the erosion control devices as necessary. If the contractor, permittee, or property owner fails or refuses to properly maintain the erosion control devices, the City Engineer:

a. May cause emergency maintenance work to be done in order to protect potentially impacted property. The cost shall be deducted for the erosion control security posted for the project pursuant to subsection (H)(4) of this section and shall include all costs related to the emergency maintenance including initial mobilization and performance of the work in addition to applicable administrative costs.

b. Shall revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the City engineer is installed or necessary maintenance of an existing system is completed.

8. If any grading subject to Section 8.21.020 of this chapter has commenced on private property without a valid grading permit, the property owner shall be required to obtain a valid permit before continuing and grading, and may be required to prepare and implement an erosion control plan, approved by the City Engineer. If the property owner fails to install an approved erosion control system, the City Engineer shall cause emergency work to be done to protect potentially impacted property and to protect environmentally sensitive areas. The procedures of subsections B, C and D of this section need not apply for emergency erosion control work between October 1st and May 31st. The cost of such emergency work shall be charged to the owner pursuant to the procedures set forth in subsection (H)(4) of this section.

H. Erosion Control Security.

1. Requirement for Security. Prior to approval of the grading permit, an erosion control plans for the project site shall be submitted to and approved by the City Engineer and securities meeting the requirements contained herein shall be posted with the City. The security shall guarantee the following:

a. Compliance with all provisions of this section and all other applicable ordinances;

b. Compliance with any and all terms and conditions of the permittee's approved erosion control plan;

c. Completion of the erosion control system, to the satisfaction of the City Engineer, and in accordance with the approved erosion control plan;

d. Completion of all emergency and routine maintenance and repair of the erosion control system(s) to insure the continuous integrity of the system(s) to the satisfaction of the City Engineer and as may otherwise be required by this section;

e. Restoration and repair of public streets or other property adversely impacted by erosion from permittee's project.

2. Amount and Form of Security. The amount of the security shall be equal to one hundred (100) percent of the total estimated cost of the erosion control system(s). The permittee's estimate of such cost shall be based on the established unit costs available from the City and shall be subject to the review and approval of the City Engineer. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City Engineer. The remainder of the erosion control security shall be subject to the approval of the City Engineer and city attorney, and consist of one or more of the following:

a. Cash deposit;

b. A bond;

c. A certificate of deposit;

d. A letter of credit, in City format, from one or more local financial institution(s) subject to regulation by the state or federal government.

3. Failure to Provide Security. If a permittee fails to provide the security required by this section prior to October 1st each year, the City Engineer may revoke the permittee's grading permit without prior notice to the permittee. Any such revocation shall be in writing.

4. Use of Cash Deposit. The City Engineer may cause certain erosion control work to be done under any of the following circumstances:

a. Failure of the permittee to commence emergency repair or maintenance work within twelve (12) hours of receipt of a written demand therefor from the City Engineer, or within twelve (12) hours of the City Engineer's attempt to communicate such demand via the telephone number listed on the approved plans or as provided by the permittee.

b. Failure of the permittee to commence other repair or maintenance work within seventy-two (72) hours of receipt of a written demand therefore from the City Engineer.

c. Failure of the permittee to diligently pursue completion of any required repair or maintenance work or to complete such work within a reasonable time period established by the City Engineer.

d. Failure of the permittee to complete installation of a erosion control system prior to October 1st.

e. Failure of the permittee, after notice from the City Engineer, to clean or repair public streets or other public property, where debris, damage or erosion resulted from the permittee project.

The permittee shall be liable to the City for the cost of any repair work that was necessary as a result of and in accordance with the provisions of this section. The City Engineer may withdraw from the permittee's cash deposit for erosion control security, any funds necessary to pay for such work. The City Engineer shall notify the permittee of any withdrawal from the permittee's cash deposit. If the cost for such work exceeds the balance of the permittee's funds on deposit, the City Engineer shall cause an invoice to be sent to the permittee demanding payment of the amount by which the cost of the work exceeds the permittee's deposit. The permittee shall, within ten (10) days of receipt of such invoice, deposit with the City Engineer, that amount of cash necessary to bring the

permittee's deposit up to its original balance. If the permittee fails to pay such amount in full within thirty (30) days from the date of the invoice, the permittee's grading permit shall be automatically revoked. Renewal of the grading permit shall not be completed until the invoice is paid in full. No final grading inspection shall be completed until the permittee has fully satisfied all monetary obligations to the City imposed pursuant to the provisions of this section. Additionally, no further construction permits, including but not limited to, building permits or occupancy permits, shall be issued until such monetary obligations are fully satisfied.

5. Release of Security. On June 1st of each year, or upon the end of the actual rainy season (as determined by the City Engineer) whichever occurs later in time, the City Engineer may release any erosion control security posted or deposited pursuant to this section, upon receipt of a written request for such release by the permittee.

The City Engineer shall be responsible for determining the end of the rainy season if it occurs after May 31st of any given year. The determination shall be based upon available meteorological information.

The City Engineer shall not release a permittee's security if the permittee has an outstanding monetary obligation to the City incurred pursuant to the provisions of subsection (H)(4) of this section or if cleanup or repair of public streets or other public property for which the permittee is responsible, has not been completed to the satisfaction of the City Engineer.

Any unused portion of the permittee's erosion control security may also remain on deposit with the City throughout the grading of the project and not be released until completion of the landscaping improvements for the project if it is determined by the City Engineer that due to the nature, configuration, or location of the project, it is in the best interest of the City to retain said erosion control security until to projects completion.

8.21.170 National Pollutant Discharge Elimination System (NPDES).

A. General Requirements. On September 2, 2009, the State Water Resources Control Board (SWRCB) approved waste discharge requirements associated with construction activity. The regulations affect all construction sites that disturb an area of one acre or more.

As a condition of the Santa Ana Regional Water Quality Control Board, a National Pollutant Discharge Elimination System permit will be required for all sites that disturb an area of one acre or more. Prior to issuance of a grading permit, each applicant shall provide an NPDES permit number (WDID#) to the City Engineer.

A complete NPDES permit for storm water runoff associated with construction activity application and general requirements may be obtained from the State Water Quality Control Board .

In general, the permit requires the following information to be filed with the California State Water Resource Control Board (SWRCB):

1. A notice of intention (NOI). The NOI application is in the construction permit package;

2. Risk Assessment.

3. Site Map.

4. A stormwater pollution prevention plan (SWPPP). Conditions are outlined in the construction permit package;

5. Annual Fee.

6. Signed Certification Statement.

It is the permittee's responsibility to obtain the application package, complete the information and reports as noted above, and maintain the site throughout the duration of the project as required by the permit. All of the information noted above shall be maintained on-site during construction and shall be presented upon demand by State Water Resource Control Board inspectors, the City of Moreno Valley inspectors or any member of the public.

8.21.180 Grading inspection.

A. Grading Inspection.

1. Site Inspection by the City Engineer. Prior to any grading, brushing, or clearing, there shall be a pre-grading meeting held on the site unless waived by the City Engineer. Prior to placing concrete for curb and gutter, sidewalk, pavement base material or other similar improvement in the public right-of-way, there shall be a pre-paving meeting held on the site unless waived by the City Engineer. The permittee, or agent for the permittee, shall notify the City Engineer and request the meeting(s) at least two working days prior to the meeting(s) and shall also be responsible for notifying all principals responsible for grading or paving operations.

It shall be the responsibility of the person doing the work authorized by a permit, to notice the City Engineer at least two working days prior to the work being ready for the following inspections:

a. Excavation and Fill Inspection.

i. Canyon Clean Out. After all brush and unsuitable material has been removed and an acceptable base has been exposed, but before any fill has been placed;

ii. Toe Bench and Key. After the natural ground or bedrock has been exposed and prepared to receive fill, but before fill is placed;

iii. Over Excavation. After the area has been excavated but before fill is placed;

iv. Excavation. After the excavation has started, but before the vertical depth of the excavation exceeds ten (10) feet, and every ten (10) foot interval thereafter;

v. Fill. After the fill has started, but before the vertical height of the fill exceeds ten (10) feet and every ten (10) foot interval thereafter.

2. Concrete or Gunite Drainage Device Inspection.

a. Alley Gutter or Concrete Drainage Device. After the sub-grade is prepared and any reinforcement placed but prior to concrete placement and then again after concrete placement;

b. Terrace Drains, Down Drains, Brow Ditches. After grade has been established but before placement of welded wire mesh or reinforcement and then again after placement of concrete or gunite.

3. Other Drainage Devices.

a. Subdrains. After excavation but prior to placement of filter materials and pipe. The subdrain pipe and filter material shall be on site for inspection. Inspection shall also occur after placement of pipe and filter material but before backfill;

b. City Storm Drains and Inlets. After installation of form-work and placement of reinforcement but before concrete placement and then again after placement of concrete and removal of form-work but prior to backfilling. Inspection shall also occur after backfilling and completion of storm drain;

c. Earth Swales. Prior to rough grading approval and then again prior to final grading approval.

4. Rough Grade Inspection.

a. When all rough grading as been completed. Inspection may be called for at the completion of rough grading after the City Engineer has received, reviewed and approved the required geotechnical certification(s) and/or compaction reports and the civil engineer has submitted approval of line and grade on City approved format. Under normal circumstances, all subdrains and slope drains, if required, shall be in place and approved as a condition of rough grading approval.

5. Paving Inspection (In Public Right-of-Way).

a. Subgrade. After subgrade has been established, tested, and approved by the soil engineer, or his qualified representative, the soil engineer may leave a field memo of compaction test results on site. The civil engineer shall provide approval of line and grade;

b. Base. After base course has been placed, tested, and approved by the soil engineer or his qualified representative, but prior to prime coat and asphalt placement, the soil engineer may leave a field memo of compaction test results on site. Material invoices or weight tickets shall be required;

c. Asphalt Concrete. During asphalt placement to verify compliance with plans and specifications. Material invoices or weight tickets shall be required. Prior to application of seal cost, the paved surface shall be water tested to reveal any irregularities and shall be patched where required.

6. Final Inspection.

a. When all work, including installation of all drainage structures and other protective devices has been completed and all written professional approvals and the required reports have been submitted.

7. Siltation Control Facilities (October 1st to May 31st).

a. After excavation of desilting basins but prior to fill placement. Pre-fabricated drainage devices are to be available on site for inspection;

b. After fill placement of desiltation basins but prior to placement of concrete or other non-erosive materials (if applicable);

c. After completion of an erosion control system in accordance with an approved erosion control plan and the requirement of the City Engineer.

B. Notification of Non-Compliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not begin completed in accordance with the approved plans, specifications,

recommendations or requirements of this chapter, the discrepancies shall immediately be reported in writing to the grading contractor, the owner and the City Engineer. Recommendations for corrective measures shall be submitted to the City Engineer for approval and shall be incorporated on to the approved plans upon approval by the City Engineer.

C. Special Inspections. The City Engineer may establish special inspection requirements in accordance with the 2010 edition of the California Building Code, amended, for special cases involving grading or paving related operations. Special cases may apply to work where, in the opinion of the City Engineer, it is necessary to supplement the resources or expertise available for inspection.

D. General. It shall be the responsibility of the civil engineer that prepared the grading plans to incorporate the applicable recommendations for the soil engineering and engineering geology reports into the grading plan. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements, and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor, and the City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, unless waived by the City Engineer, and upon completion of the work, the submission of as-built grading plans incorporating all changes and/or additional made during construction.

Soil engineering and engineering geology reports shall be required as specified in Section 8.21.190(A). During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted for distribution as required.

The soil engineer's area of responsibility shall include, but not limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finished slopes, design of buttress fills where required, and incorporating data supplied by the engineering geologist.

The engineering geologist's area of responsibility shall include, but not limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the needs for subdrains or other ground water drainage devices. The engineering geologist shall report all findings to the soil engineer for engineering analysis.

The City Engineer shall inspect the project at various stages of work requiring approval, and at any more frequent intervals necessary to determine that adequate inspection and testing are being completed by the professional consultants and to insure conformance with the approved plans and specifications.

When preliminary soil engineering reports are not required by the City Engineer, inspection and testing may be required by an approved testing agency. The testing agency's responsibility shall include, but not limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

E. Transfer of Responsibility for Approval. If the civil engineer, the soil engineer, the engineering geologist, the testing agency or the grading contractor of record are changed during the course of the work, the work may be stopped until:

1. The owner submits a letter of notification to the City Engineer verifying the change of the responsible professional; and

2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that he concurs with the findings, conclusions, and recommendations, and is satisfied with the work performed. He must also state that he assumes all responsibility within his purview as of the specified date.

All exceptions to the noted requirements must be justified to the satisfaction of the City Engineer.

Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer and/or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility without the requirement for written notification to the City Engineer.

F. Other Inspections by the City Engineer.

1. Prior to the approval of any building or grading plans and specifications, the City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.

2. The permittee or agent for the permittee shall notify the City Engineer when the grading operations specified are ready for inspection.

3. If the inspector finds the soil or other conditions not as shown on the approved plans or stated in the geotechnical reports or as noted within any additional information which was required for issuance of the grading permit, he may issue a stop work order until approval is obtained for a revised grading plan or modification to any applicable reports which will conform to the actual site conditions.

4. The provisions of Section 115, Stop Orders, of the 2010California Building Code (CBC) shall apply to all grading work, whenever the City Engineer

determines that any work does not comply with the terms of the permit, or this chapter, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any person(s) engaged in doing or causing of such work to be done, and any such person(s) shall immediately stop such work until authorized by the City Engineer to proceed with the work.

5. Prior to issuance of building permits for a graded site, the rough grading shall be completed in accordance with the approved plans and specification, and this chapter, and to the satisfaction of the civil engineer, or architect, engineering geologist, soil engineer, and City Engineer.

6. Whenever any work on which inspection are required, is covered or concealed by additional work without first being inspected, the City Engineer may require, by written notice, that such work be exposed for examination. Any cost for exposing and recovering such noninspected work shall not entail or be subject to expense by the City.

8.21.190 Completion of work.

A. Final Reports. Upon completion of the rough grading work and at the final completion of the work under a grading permit, but prior to the release of grading security or issuance of a certificate of occupancy, the City Engineer will require:

1. An as-built grading plan prepared by the civil engineer which shall include original ground surface elevations, as-graded ground surface elevations, slope inclinations, elevations and locations of all surface and sub-surface drainage facilities location with scaled sections of all buttress/stabilization fill, and location and depth of all areas of unsuitable soil.

2. A written approval by the civil engineer approving the grading as being in conformance with the approved grading plan and which specifically approves the following items as appropriate to the project or stage of grading:

a. Construction of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

b. Staking of property corners for proper building locations (rough grading);

c. Setting of all monuments in accordance with the recorded tract map (rough or final grading);

d. Locations of permanent walls or structures on property corners or property lines where monumentation is not required (final grading);

e. Location and inclination of all manufactured slopes (rough and final grading);

f. Construction of earthen berms and positive building pad drainage (rough and final grading).

3. A soil engineering report (compaction report) prepared by the soil engineer, including type of field testing performed, stability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Each field density test shall be identified, located on a plan or map, the elevation of the test and finish grade elevation shown, and the method of obtaining the in-place density described; either ASTM 1556-78 or the approved equal shall be so noted. The soil engineer shall provide written approval as to the adequacy of the site for the intended use, as effected by soil engineering factors and a statement of compliance to finish grade.

4. A geologic report prepared by the engineering geologist, including a final description of the geology of the site including any new information disclosed during the grading, and the effect of the same on recommendations incorporated in the approved grading plan. He shall provide written approval as to the adequacy of the site for the intended use as effected by geologic factors, a statement of compliance to finish grade, and when required by the City Engineer, shall submit an as-built geologic map.

5. A statement of compliance prepared by the grading contractor that the work was completed in accordance with the approved plans may be required by the City Engineer in certain cases.

B. Notification of Completion. The permittee or agent for the permittee shall notify the City Engineer when the grading operation is ready for inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion control measures, have been completed in accordance with the approved grading plan and the required reports and statements of compliance have been submitted and approved

8.21.200 Penalty for violation.

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof in

a court of law, shall be punishable by fine of not more than five hundred dollars ($500.00) or imprisonment for not more than six months, or by both. Each such person, firm or corporation shall be deemed guilty of a separate offence for every day during any portion of which any violations of any provisions of the chapter, including any physical condition created in violation of this chapter, is permitted, continued, or committed by such person, firm or corporation, and shall be punishable therefor as provided for in this chapter. Any lot, street, alley, road, driveway which is constructed contrary to the provisions of this chapter shall constitute a public nuisance.

SECTION 3 SEVERABILITY:

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 4 EFFECT OF REENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 2011.

_____
Mayor

Ordinance No. XXX
Date Adopted:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. XXX
Date Adopted:

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS AND CHAPTER 8.21 GRADING REGULATIONS.

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

SECTION 1 PRIOR ENACTMENTS REPEALED:

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1.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.10, as set forth in Section 2 of this Ordinance

1.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.21, as set forth in Section 2 of this Ordinance

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SECTION 2 REENACTMENT OF CHAPTER 8.10 AND CHAPTER 8.21:

2.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

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8.10.010 Purpose and intent.

The purpose of this chapter is to protect the health, safety and welfare of the public by:

A. Reducing pollutants in storm water discharges to the maximum extent practicable;

B. Regulating illicit connections and discharges to the storm drain system; and

C. Regulating nonstorm water discharges to the storm drain system.

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner pursuant to and

consistent with the Federal Clean Water Act, the state Porter-Cologne Water Quality Control Act and the conditions of any NPDES permit issued to the City.

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8.10.020 Definitions.

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The terms as used in this chapter shall have the following meanings:

"Best Management Practices" (BMPs) mean any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs mean and include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for municipal, industrial/commercial, new development and redevelopment and construction activity and other measures approved by the City Engineer.

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"City" means the City of Moreno Valley.

"City Engineer" means the City Engineer of the City.

"Discharge" means, when used as a verb, to allow pollutants to directly or indirectly enter storm water, or to allow storm water or nonstorm water to directly or indirectly enter the MS4 or receiving waters from an activity or operation. When used as a noun, "discharge" means the pollutants, stormwater and non-storm water that are discharged.

"Discharger" shall mean any person engaged in activities or operations, or owning facilities, which may result in pollutants entering storm water, the MS4 or receiving waters. Dischargers include, but are not limited to, real property owners, occupants, tenants, lessees, contractors, developers, managers and employees.

"Green Infrastructure" shall mean an array of products, technologies, and practices that use natural or engineered systems that mimic natural processes to enhance overall environmental quality. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspirate, and/or recycle stormwater runoff.

"Illicit discharge" shall mean any discharge to the MS4 that is not composed entirely of storm water runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana Regional Water Quality Control Board.

"Illicit connection" shall mean any physical connection to a MS4 which has not been permitted by the City, the Riverside County Flood Control and Water Conservation District or other appropriate public agency.

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"Low Impact Development (LID)" shall mean any ecosystem-based approach to designing a hydrologically functional site that mimics predevelopment conditions.

"Low volume road" shall mean roads with traffic indexes less than or equal to six (6.0).

"MS4—Municipal Separate Storm Sewer System" shall mean any facility within the City limits by which storm water may be conveyed to waters of the United States. MS4 includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structure.

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"Municipal NPDES permit" shall mean an area-wide NPDES permit issued to a government agency or agencies for the discharge of storm water from a MS4.

"Non-storm water discharge" shall mean any discharge to the MS4 that is not entirely composed of storm water.

"National Pollutant Discharge Elimination System (NPDES) permit" shall mean a storm water discharge permit issued by the Santa Ana Regional Water Quality Control Board or the State Water Resources Control Board in compliance with the Clean Water Act.

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"Person" shall mean any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

"Pollutant" shall mean anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal matter, heavy metals, hazardous waste, chemicals, fresh concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

"Premises" shall mean any building, lot, parcel of land, land or portion of land whether improved or unimproved.

"Storm water runoff" shall mean surface runoff and drainage associated with rainstorm events and snow melt.

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8.10.030 Responsibility for administration.

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This chapter shall be administered for the City by the City Engineer. The City Engineer may appoint and authorize one or more members of the City staff to act as

his/her designee[s] to administer or enforce this chapter. In the context of this chapter, the phrase "City Engineer" includes each and all persons designated by the City Engineer to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation

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8.10.040 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act and acts amending or supplementary thereto, applicable implementing regulations and any existing or future municipal NPDES permits and any amendments or revisions thereto or reissuance thereof.

8.10.050 Reduction of pollutants in storm water runoff.

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A. In General. It is a violation of this chapter to throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City. The only exception is where such pollutant is temporarily placed in an appropriate container with a spill containment system for later collection and removal. It is a violation of this chapter to cause or permit any dumpster, solid waste bin or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City.

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B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of the ordinance codified in this chapter and other City ordinances for erosion and sediment control.

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C. New Development and Redevelopment. New development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation. The BMPs may include, but are not limited to the following and may, among other things, require new developments or redevelopments to do any of the following:

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1. Increase permeable areas by leaving highly porous soil and low lying areas undisturbed; by incorporating landscaping, green roofs and open space into the project design, by using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways and by incorporating detention ponds and infiltration pits into the project design;

2. Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and french drains; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas;

3. Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

4. Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

D. Existing Development. Existing development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.

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8.10.060 Illicit connections or discharges.

It is a violation of this chapter to establish, use, maintain or continue illicit connections to the storm drain system, or to commence or continue any illicit discharges to the storm drain system. This prohibition against illicit connections and discharges is expressly retroactive and applies to connections and discharges made in the past, regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection or discharge.

8.10.070 Non-storm water discharges.

The discharge of non-storm water into the storm drain system is a violation of this chapter except as specified below.

A. The discharge prohibition shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a violation of this chapter when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to separate storm drains, uncontaminated

pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensate, springs, individual residential car washing, flows from riparian habitats and wetlands, swimming pool discharges or flows from fire fighting.

8.10.080 Discharges in violation of permit.

A. Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of an existing or future municipal NPDES permit(s) or any amendment or revision thereto or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement action relating to such discharge

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B. NPDES Permit for Industrial/Commercial and Construction Activity. Any industrial discharger, discharger associated with construction activity or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Santa Ana Regional Water Quality Control Board, shall comply with all requirements of such permit. Such discharges shall specifically comply with the following permits: the industrial storm water general permit, and the dewatering general permit. Proof of compliance with said NPDES general permits may be required in a form acceptable to the City Engineer prior to issuance of any City grading, building, or occupancy permits.

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8.10.090 Permits and approvals.

Compliance with this chapter shall be a condition of every permit, license or approval granted or issued by the City. Failure to comply with the chapter shall be grounds for revocation of any such permit, license or approval.

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8.10.100 City authority to sample, inspect and monitor.

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A. Regulatory Inspections. The City Engineer may inspect the premises of any discharger at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If a discharger refuses to allow entry for inspection, an inspection warrant shall be obtained prior to inspection.

B. Scope of Inspections. Inspections may include all actions necessary to determine whether any illicit discharge/connection exist, whether the BMPs installed and implemented are adequate to comply with the chapter, whether those BMPs are being properly maintained and whether the discharger complies with other requirements of this chapter. This may include sampling, metering, monitoring, visual inspections and records review. Records, reports, analyses or other required information may be inspected and copied, and photographs may be taken for purposes of enforcement of this chapter.

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8.10.110 Establishment of a fee.

The City Council may establish a fee by resolution to recover the cost of inspection, sampling, metering and monitoring by the City Engineer.

8.10.120 Orders by the City Engineer.

The City Engineer is authorized to issue cease and desist orders or stop-work orders to any person who is in violation of this chapter. Failure to comply with a written order of the City Engineer shall be a violation of this chapter and shall be grounds for the imposition of civil penalties described in this chapter.

8.10.130 Notice of violation.

Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

A. The performance of monitoring, analyses and reporting;

B. The elimination of illicit connections or discharges;

C. That violating discharges, practices or operations cease and desist;

D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

E. Payment of a fine to cover administrative and remediation costs; and

F. The implementation or maintenance of source control and treatment control BMPs.

If an abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Chapter 6.04 of this code. A notice issued under this chapter shall identify the provisions of this chapter which have been violated and shall state the recipient has a right to appeal as set forth in Chapter 1.10 of this code.

The notice shall be served upon the recipient as set forth in Chapter 1.10 of this code.

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8.10.140 Violations—Misdemeanors or infractions.

A violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute an infraction. Repeated violations may be prosecuted as misdemeanors at the discretion of the City attorney.

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8.10.150 Penalty for violation.

Upon conviction of a misdemeanor for violating any provision of this chapter, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth by law. Upon conviction of an infraction for violating any provision of this chapter, a person shall be subject to payment of a fine, not to exceed the limits set forth by law

8.10.160 Separate offenses.

A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

8.10.170 Violations deemed a public nuisance.

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The City Council hereby declares that any violation of this chapter is a threat to the public health, safety and welfare, and is therefore a public nuisance which may be summarily abated. The cost of such abatement shall be borne by the owner of the premises and the cost thereof may be imposed as a lien upon the premises, and such lien shall continue in existence until it is paid.

8.10.180 Administrative enforcement powers.

In addition to any other enforcement powers and remedies established by this chapter, an authorized enforcement officer has the authority to issue civil citations and fines for violations of this chapter pursuant to Chapter 1.10 of this code.

8.10.190 Civil actions.

In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:

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A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation; or

D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life

8.10.200 Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of that ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are hereby declared to be severable.

2.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

Chapter 8.21 GRADING REGULATIONS

8.21.010 General.
8.21.020 Permits required.
8.21.030 Hazards.
8.21.040 Definitions.
8.21.050 Grading permit requirements.
8.21.060 Fees.
8.21.070 Grading security.
8.21.080 Cuts.
8.21.090 Fills.
8.21.100 Setbacks.
8.21.110 Drainage and terracing.
8.21.120 Retaining walls.
8.21.130 Expansive soils.
8.21.140 Asphalt paving.
8.21.150 Permeable surface designs
8.21.160 Erosion control.
8.21.170 National Pollutant Discharge Elimination System (NPDES).
8.21.180 Grading inspection.
8.21.190 Completion of work.
8.21.200 Penalty for violation.

8.21.010 General.

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A. Name. This chapter shall be known as the "Grading Regulations."

B. Purpose. The purpose of this chapter is to establish an official set of standards regulating the design and construction of building sites and the development of property by grading; to regulate the alteration of the ground surface to protect and preserve the public health, safety, and general welfare; to minimize differential settlement and the slipping or sliding of earth; to protect adjacent properties from damage caused by blockage or diversion of natural runoff waters; to require engineering analysis of expansive soil conditions, erosion control and drainage; and criteria to provide a basis for the design of footings and floor slabs for structures proposed to be erected on parcels of land whose natural topography has been altered as described herein; to establish the administrative procedure for issuance of permits; and to provide for approval of plans and inspection of grading construction.

C. Intent. It is the intent of this chapter and the erosion control procedures contained within this chapter to establish a guideline enabling the City with the ability to regulate grading operations as well as to protect environmentally sensitive areas and biological and wildlife resources within and surrounding the City of Moreno Valley. The procedures established by this chapter and the conditions of approval implemented with all discretionary approvals and permits are intended to accomplish this protection. However, in the event that City staff encounter situations that are deemed to endanger environmental resources, the City Engineer is authorized to take necessary action to protect the environment pursuant to this chapter and other applicable laws, provided there is no conflict with other City regulations or codes.

"Environmentally sensitive areas" are any lands in a natural condition subject to an open space easement; any natural lake, stream, creek or riparian area; any wildlife habitat area identified in an environmental impact report, initial study or other environmental assessment; or any land determined by the City to be environmentally sensitive with respect to any particular grading activity based on an environmental assessment, initial study, CEQA guidelines or other information in connection with the proposed grading activity.

D. Scope. This chapter sets forth rules and relations to control excavation, grading and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for grading and excavation as contained in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) with deletions, modifications, or amendments to meet local conditions.

E. Powers and Duties of the City Engineer. All references in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) to "Building Official" shall mean the "City Engineer" in this chapter.

8.21.020 Permits required.

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A. Grading Permits. No person shall conduct any grading, clearing, brushing or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the City Engineer.

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Exceptions to this requirement are:

1. An excavation below finish grade for basements and footings of a building, mobile home, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or an unsupported excavation with vertical banks more than two feet high. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the City Engineer, stability considerations warrant such inspection;

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2. An excavation which does not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical;

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3. Cemetery graves;

4. Refuse disposal sites controlled by other regulations;

5. Earthwork construction regulated by federal, state, county, or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; earthwork construction performed by railway companies. This exemption, however, shall apply only when the earthwork takes place on the property, or dedicated rights-of-way or easements of the aforementioned agencies;

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6. Excavation and backfill for installation of underground utilities by public utility companies of companies operating under the authority of a franchise or public property permit;

7. Mining, quarrying, excavating, processing, stock-piling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property, or alter the orientation of natural water courses which may result in adverse changes on adjoining property;

8. Exploratory excavations under the direction of a soil engineer, engineering geologist, archaeologists or paleontologists, provided all excavations are properly

backfilled and compacted or otherwise restored. All excavations and trenches are subject to the applicable sections of the state of California, Division of Safety or Cal-OSHA;

9. A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed fifty (50) cubic yards on any one lot and does not obstruct any drainage course;

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10. A fill less than three feet in depth, not intended to support structures or mobile homes, which does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course;

11. Clearing, brushing, and minor grading for agricultural purposes provided such operations do not affect the lateral support or increase stresses in or pressures on any contiguous property, or alter the orientation of natural water courses which may result in adverse changes on nearby or adjoining property or result in dumping of organic or hazardous waste not regulated by law. This grading includes, but is not limited to, contour grading to provide for orchard planting, minor leveling not exceeding three vertical feet of either excavation or fill for row crops, installation of irrigation systems, and stockpiling of fertilizer or other amendments.

B. Grading Permit, Paving. No person shall construct pavement surfacing in excess of five thousand (5,000) square feet, on natural or existing grade for the purpose of a private road or driveway, commercial, industrial, or multi-residential parking lot or travelway without a valid grading permit unless waived by the City Engineer or a separate improvement plan is approved and signed by the City Engineer. Resurfacing or maintenance of paved surfaces is exempt from this requirement.

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8.21.030 Hazards.

A. Hazardous Conditions.

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage devices are situated on private property in such a manner that they are a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities. The maintenance of any hazardous condition shall constitute a public nuisance.

2. The City Engineer or designee (including City code compliance) may examine, or cause to be examined, every condition reported as hazardous as set forth in subsection (A)(1) of this section.

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3. Upon confirmation of a hazardous condition, the City Engineer or designee (including code compliance) shall provide written notification to the owner or agent in control of property with confirmed hazardous condition requiring mitigation of said hazardous condition and stipulation of an acceptable time frame for compliance.

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4. The owner or agent in control shall comply with any demand for corrective work or repairs as required. In the event that corrective action is not completed within the period as specified in writing, the City may exercise any available legal recourse for correction of said hazardous condition.

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8.21.040 Definitions.

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The words and phrases set out in this section, when used in this chapter, shall, for the purpose of this chapter, have the following respective meanings except where the context clearly indicates a different meaning:

"Approval" means a written engineering or geological opinion by the responsible engineer, geologist of record, or responsible principal of the engineering company, whichever is applicable, concerning the satisfactory progress and completion of the grading work, unless it specifically refers to the City Engineer.

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"Approved plans" means the current grading plans, which bear the City Engineer's signature of approval on the plans.

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"Approved testing agency" means the facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this chapter and is approved by the City Engineer.

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"As-graded" means the surface configuration upon completion of grading.

"Bedrock" means in-place solid rock or sufficient solid in-place soil and rock to be classified by a registered geologist, geotechnical engineer or registered civil engineer, as bedrock.

"Bench" means a relatively level step excavated into stable earth material on which fill is to be placed.

"Borrow" means earth material acquired from an offsite location for use in grading on a site.

"Borrow Site Permit" means a permit that is issued to complete borrow grading operations as defined above.

"California Building Code (CBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the City Council of the City of Moreno Valley.

"Civil engineer" means a professional engineer registered in the State of California authorized to practice in the field of civil engineering. For a complete

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definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Civil engineering" means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Clearing, brushing and grubbing" means the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.

"Compaction" means the densification of a fill by mechanical means.

"Earth material" means any rock, natural soil, or fill and/or any combination thereof.

"Engineering geologist" means a geologist certified in the state of California to practice engineering geology. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Engineering geology" means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Erosion" means the wearing away of the ground surface as a result of the movement of wind, water and/or ice.

"Erosion control system" means a combination of desilting facilities, and erosion protection, including effective planting and the maintenance thereof, to protect adjacent private property, watercourses, public facilities, and receiving waters from the deposition of sediment or dust.

"Excavation" means the mechanical removal of earth material.

"Fault" means a fracture in the earth's crust along which movement has occurred. A fault is considered active if movement has occurred within the last eleven thousand (11,000) years (Holocene geologic time).

"Fill" means the deposit of earth material placed by artificial means.

"Geotechnical engineer" see "soil engineer". For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Geotechnical report" means a report, which contains all appropriate soil engineering, geologic, hydrologic, and seismic information, evaluation, recommendations, and findings.

"Grade" means the vertical elevation of the ground surface.

Grade, Existing. "Existing grade" means the ground surface prior to grading.

Grade, Finish. "Finish grade" means the final grade of the site, which conforms to the approved plans.

Grade, Natural. "Natural grade" means the ground surface unaltered by artificial means.

Grade, Rough. "Rough grade" means the stage at which the grade approximately conforms to the approved plans.

"Grading" means any excavation or filling or combination thereof.

"Grading contractor" means a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.

"Grading permit" means an official document or certificate issued by the City Engineer authorizing grading activity as specified by approved plans and specifications.

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"Hillside site" means a site with a natural slope of ten (10) percent or more as further defined in Section 9.03.040(B) of this code.

"Indeterminate stockpile" means storage of soil for an indeterminate period of time in excess of the time permitted for a temporary stockpile.

Deleted: "International Building Code (IBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the city council of the city of Moreno Valley.

"Key" means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

"Keyway" means an excavated trench into competent earth material beneath the toe of a proposed fill slope.

"Landslide" means the downward and outward movement of soil, rock, fill or a combination thereof.

"Mass grading" means grading that is completed on a large scale over a large area prior to preliminary grading and which when completed is within two vertical feet of the sites final grade elevations.

"Mass grading permit" means a permit that is issued to complete mass grading operations as defined above.

"Massive landslide" means a landslide too large to be stabilized by retaining methods or normal control methods.

"NPDES" stands for National Pollutant Discharge Elimination System.

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"Owner" means any person, agency, firm, or corporation having a legal or equitable interest in a given real property.

"Precise grading permit" means a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations and all on-site improvements.

"Permeable Paving" means a special type of pavement that allows rain to pass through the paved surface into the ground beneath, thereby reducing the runoff from a site.

"Preliminary grading permit" means a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the City Engineer.

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"References" unless indicated otherwise, or as reasonably appears from the context, references in this chapter to the civil engineer, engineering geologist, geotechnical engineer and soils engineer refer to the professional person(s) preparing, signing, stamping or approving the project plans and specifications which comprise the approved grading plan, and which professional person(s) appears of record pursuant to Section 8.21.170(D) of this chapter, or his/her successor appearing pursuant to Section 8.21.170(E) of this chapter.

"Retaining wall" means a wall designed to resist the lateral displacement of soil or other materials.

"Rough Grading Permit" means a permit that is issued to complete rough grading operations as defined in this section.

"Site" means any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

"Slope" means any inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance or as a percentage ratio of the vertical distance divided by the horizontal distance times one hundred (100).

"Slope stability—Gross stability" means the factor of safety against failure of the slope material below the surface approximately three to four feet deep measured from and perpendicular to the slope face.

"Slope stability—Surficial stability" means the factor of safety against failure of the outer three to four feet of slope material measured from and perpendicular to the slope face.

"Soil" means naturally occurring surficial deposits overlaying bedrock.

"Soil engineer (geotechnical engineer)" means a civil engineer registered in the State of California experienced and knowledgeable in the area of soil mechanics. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Soil engineering (geotechnical engineering)" is the investigation and engineering evaluation of earth materials including soil, rock, groundwater and man-made materials and their interaction with earth retention systems, structural foundations and other civil engineering works. The practice involves application of the principles of soil mechanics and the earth sciences and requires a knowledge of engineering laws, formulas, construction techniques and performance evaluation of civil engineering works influenced by earth materials.

"Sulfate (SO_4)" means a chemical compound occurring in soil or water, which in concentration, has a corrosive effect on ordinary portland cement concrete and some materials.

"Temporary stockpile" means the temporary storage of earth material greater than fifty (50) cubic yards for a period not to exceed the term of the grading permit issued for the project associated with the stockpile.

"Terrace" means a relatively level step constructed into the face of a graded sloped surface for drainage and maintenance purposes.

"WDID# means Waste Discharge Identification number.

8.21.050 Grading permit requirements.

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A. Application for Permit.

1. The application for a grading permit shall be made on a form as provided by the City Engineer. All required discretionary approvals under the zoning ordinance and municipal code must be obtained prior to issuance of a grading permit.

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2. No grading permit for a development project subject to approval by the planning commission, city council or administrative approval process shall be issued until

such commission, council or administrative process has approved the grading concept as part of the discretionary approval process. Any application for a grading permit which effects environmentally sensitive areas shall contain information showing that the proposed grading will be accomplished without significant harm to the environment or appropriate environmental mitigation measures that have been identified within an environmental impact report for the proposed site have been complied with.

B. Responsibility of Land Owners.

1. It is unlawful for any persons owning, leasing, occupying or having charge of any real property in the City to stockpile, deposit, or allow the placement, construction or deposition of earth material on any real property in excess of fifty (50) cubic yards without first obtaining a grading permit as hereinafter described (unless exempt as noted in Section 8.21.020 exceptions. Processing of said earth material must result in a relative compaction of at least ninety (90) percent of the maximum density compaction of the surrounding material, unless otherwise provided for as part of an approved grading plan.

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2. Clearing, brushing and grubbing of vegetation done in preparation of land development shall not be undertaken until all discretionary approvals for the land development project have been issued and a grading permit for the project has been obtained. For the purposes of this section, land development shall be defined as any use of real property for which discretionary approval is required as further defined in the this code.

3. A grading permit issued by the City Engineer is required prior to any grading or clearing and grubbing operations on:

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a. Previously undisturbed land; or

b. Land covered by native vegetation; or

c. Land which has not been used for agricultural purposes for three years immediately prior to the initiation of a grading operation for the purpose of conducting agricultural activities.

A grading permit may be issued by the City Engineer, prior to discretionary approval, if the City Engineer, in cooperation with the planning official, determines that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause the elimination of any significant wildlife habitat for riparian area.

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4. This section shall not regulate routine landscape maintenance, the removal of dead or diseased trees or shrubs or the removal of vegetation upon the order of the fire marshal for the elimination of a potential fire hazard.

C. Types of Grading Permits.

1. Either a mass grading permit, borrow site permit, rough grading permit, preliminary grading permit, precise grading permit or a stockpile permit all as defined in Section 8.21.040 of this chapter may be issued for grading work upon completion of a proper application and approval by the City Engineer.

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2. Building permits may be issued for a site graded under an approved grading plan and valid grading permit upon completion and approval of rough grade and geotechnical inspection as specified in Section 8.21.170 of this chapter. Building permits for construction of model homes may be issued for the model home sites only, prior to completion of rough grading for the site, provided that rough grading has been completed and approved as noted for the model home sites.

3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading plan has been approved and a permit has been issued and the provisions as noted above have been satisfied.

D. Stockpile Permits.

1. A temporary stockpile permit is subject to conditions which may include, but not limited to, the following items: a stockpile plan prepared by a registered civil engineer, an erosion control plan prepared by a registered civil engineer, fencing, hydroseeding or other maintenance requirements. Other conditions may be established, even after the permit has been issued, in the interest of public health, safety or welfare, and shall be as determined by the City Engineer.

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2. An indeterminate stockpile permit may be issued for soil that is to be used for the future development of the stockpile site where there is no current project, or for storage of soil for current or future sale, or for some other purpose as stated by the property owner. Requests for indeterminate stockpile permits will be reviewed on a case-by-case basis. Such requests may be considered to be the establishment of a business and may require review by other City department or divisions and shall be subject to all of the conditions of approval for such projects. An indeterminate stockpile permit is subject to all of the same requirements as a temporary stockpile permit.

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E. Grading Permit Application. A grading permit application shall consist of the following items and forms completed and signed by the applicant or his/her representative, unless otherwise specified by the City Engineer:

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1. Application form;

2. Four sets of grading plans;

3. Two copies of a preliminary soils report (see subsection (M)(1) of this section);

4. Two copies of a preliminary geology report if applicable (see subsection (M)(2) of this section);

5. Two sets of erosion control plans;

6. Payment of the grading plan check and inspection fees.

The City Engineer will inspect the project site as necessary and determine whether additional reports or other data are required prior to issuance of a grading permit. The City Engineer will notify the applicant of his determination.

F. Grading Plan Clearances. The City Engineer shall notify the applicant when clearance is required for the project from other departments or divisions within the City as well as clearance required from other agencies. All required clearances from other departments, divisions or outside agencies shall be the responsibility of and obtained by the applicant prior to issuance of the grading permit. The City Engineer will not notify the applicant for South Coast Air Quality District (SCAQMD) required clearances and permits.

G. Data to Accompany Application.

1. A grading plan, approved and signed by a California registered civil engineer, soils engineer and engineering geologist shall accompany each application for a grading permit, unless waived by the City Engineer. The grading plans shall be prepared on twenty-four (24) inch by thirty-six (36) inch Mylar film with a standard City title block, and shall be drawn in ink. The plans shall show the original and designed finish contours, spot elevations, building pads, public improvements, slope ratios, proposed drainage facilities, protective fencing, retaining walls and any structures or buildings on adjacent properties within fifteen (15) feet of the common property lines.

2. Unless waived by the City Engineer, each application for a grading permit shall be accompanied by supporting data consisting of a soils engineering report, engineering geology report, and the grading plans and specifications. All such plans shall be drawn to engineering scales as approved by the City Engineer. The title sheet of the plan set shall contain the names, addresses and phone numbers of the site owner, the civil engineer responsible for the plans preparation, the project soil engineer and engineering geologist, including registration numbers. The title sheet shall also contain a locality sketch of the project site.

3. A statement of quantities shall be furnished, giving the estimated cubic yards of excavation, embankment, fill, and shrinkage or swell factor. Also, types of ditches and down drains, lineal feet and sizes of various types of pipe, the amount of rock to be used for rip-rap or slope protection, the lineal feet of fencing and any other pertinent information useful in determining the extent of the proposed work.

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4. The grading plans shall show scaled sections of all stabilization fills, buttress fills, keyways and benching for fill placement.

H. Grading Plan Check. All grading plans submitted to the City will be checked for conformance with the provisions of this chapter, conditions of approval, the City of Moreno Valley Municipal Code, applicable specific plans, other City ordinances, rules and regulations, all applicable Federal and State requirements, 2010 California Code of Regulations Title 24, Chapter 11 accessibility requirements, City technical requirements and plan requirements, and any other applicable requirements for the development.

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I. Mass Grading Plans, Rough Grading Plans, Stockpile Plans, Borrow Site Plans and Preliminary Grading Plans. The plans shall include, but not limited to, the following information.

1. Vicinity map of the site;

2. Property limits clearly labeled or otherwise identified, accurate contours of existing ground and details of terrain, and area of drainage a minimum of fifteen (15) feet beyond the property limits (spot elevations may be used on flatland sites);

3. Prominent existing or natural terrain features;

4. Limiting dimensions, elevations of finish contours to be achieved by the grading, proposed drainage devices, and related construction;

5. Details (plan and section) of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as part of the proposed work, together with a map showing the drainage area and estimated runoff from the area served by the drains;

6. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings of structures on land of adjacent owners which may be affected by the proposed grading operations;

7. If the grading project includes the movement of earth material to or from the site in an amount considered substantial by the City engineer, the permittee shall submit a haul route for review and approval by the public works department, land development division. The City Engineer may prescribe as a condition of the grading permit and submitted haul route, alternate routes or special requirement in consideration on the possible impact on the adjacent community environment or effect on the public right-of-way itself;

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8. Additional plans, drawings, calculations, environmental impact information, or other reports and information required by the City Engineer.

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J. Precise Grading Plans. The plans shall include of the information required in subsection I of this section plus the footprint or allowable building area of all proposed structures (including appurtenances), setback distances between structures and top or toe of slopes, setback distances between structures and property lines, detailed finish grade and finish floor elevations, flow lines for lot drainage including spot elevations for the drainage swales, details for building footings and sideyard swale relationship (including extra height of or deepened footings), and all proposed PCC flatwork and PCC/AC driveways.

K. Grading Plan Correction Sheet. A grading plan standards and correction sheet which is used as the basis for plan checking, is available from the Public Works Department, Land Development Division which identifies the items typically required on grading plans depending on site conditions.

L. Geotechnical Reports. A soil engineering and engineering geology report shall be required for all grading projects unless otherwise waived by the City Engineer. The reports shall include information useful to the site and any additional information required by the City Engineer. Recommendations included in the reports and approved by the City Engineer, shall be incorporated into the grading plans and specifications. The Building Official may require a soil report of additional information related to the building structure in accordance with the California Code of Regulations Title 24 (IBC).

M. Geotechnical Report Standards. Two copies of each geotechnical report required in subsection L of this section, shall be submitted as part of the application for a grading permit. Each report shall contain information applicable to the project as shall be prepared in accordance with generally accepted geotechnical engineering practice. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

1. Preliminary Soil Report. Soil engineering reports shall be required for all residential subdivisions, commercial or industrial development projects, multi- residential projects, and similar developments for which a grading permit is required. Soil reports shall also be required for grading or building permits on single lot projects when specified by the City Engineer or Building Official. The preliminary (initial) soil engineering report shall include information and data regarding the nature, distribution, and physical and chemical properties of existing soils, conclusions as to the adequacy of the site for the proposed grading, recommendations for general and corrective grading procedures, foundation and pavement design criteria, and shall provide other recommendations, as necessary, for the project grading and development.

2. Preliminary Engineering Geology Report. Engineering geologic reports shall be required for all developments on hillside sites where geologic conditions are considered to have a substantial effect on existing and/or future site stability. This requirement may be extended to other sites as required by the City Engineer. The preliminary (initial) engineering geology report shall include a comprehensive description of the site topography and geology including, where necessary, a geologic

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map; and opinion as to the adequacy of the proposed development from an engineering geologic standpoint; and opinion as to the extent that known or as reasonably should be known instability on adjacent properties may adversely effect the project; a description of the field investigation and findings; conclusions regarding the effect of geologic conditions on the proposed project; and specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development; and shall provide other recommendations as necessary for the project grading and development. The preliminary engineering geology report may be combined with the soil engineering report.

3. Seismicity Report. A seismicity report as determined by the City Engineer, may be required as a condition for issuance of a grading permit and/or building permit for all residential subdivisions, and for commercial or industrial developments, and shall be required as a condition of development for all essential facilities (as defined in the California Building Code) or as determined by the City Engineer, Building Official or Planning Official. Additionally, sites containing earthquake-sensitive earth materials and/or sites that are located on or near potentially active or active faults are required to submit a seismicity report as a condition for issuance of a grading permit. The report shall be prepared by an engineering geologist, geophysicist, or a civil engineer with expertise in earthquake technology and its application to buildings or other civil engineering works. The scope of the report shall be commensurate with the proposed development and shall reflect the latest available and accepted technological recommendations related to seismicity. The seismicity report may be combined with the soil and engineering geology reports.

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N. Import and Export of Earth Material. Where an excess of five thousand (5,000) cubic yards of earth material for a project site is moved on public roadways to or from the project site as part of the grading operations, all of the following requirements shall apply:

1. Either water of dust preventative spray material (or both) shall be consistently applied for prevention of dust resulting from the loading or transportation of earth to or from the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way, used for transporting materials, in a condition free of dust, earth, or debris attributed to the grading operations.

2. Loading and transporting of earth materials to or from the site must be accomplished within the limitations established in subsection O of this section.

3. Access roads to the site shall be only at points designated on the approved grading plans.

4. At a minimum, the first fifty (50) feet of access road adjacent to the intersection with the public roadway shall have a grade not to exceed five percent. There must be a three hundred (300) foot clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the five percent grade or three

hundred (300) foot sight distance requirements can not be obtained due to site constraints, then flagman shall be posted at the access road and shall remain for the entire duration of material transportation operations.

5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the exit of the access road to the public roadway.

6. Advanced warning signs along with traffic control and safety devices shall be reviewed and approved by the City Engineer and shall be posted on the public roadway in the vicinity of the access intersection as required by the current State of California Department of Transportation "Manual of Traffic Control—Warning Signs, Lights and Devices for use in Performance of Work Upon Highways." The size, shape, color, number, spacing, and other details of all such signs and devices shall conform to the standards contained therein and in the current State of California Department of Transportation "Traffic Manual." The advanced warning signs and other devices shall be covered or removed when the access intersection is not in use.

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O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays and from 8:00 a.m. to 4:00 p.m. on weekends and holidays. The City Engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of operations may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

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P. Responsibility of Permittee. It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this chapter, and as contained on the approved grading plans and in the approved geotechnical report(s). It shall also be the responsibility of the permittee to be knowledgeable with the obvious and accessible location on the site, and with a copy of the grading plans bearing the stamp or signature of approval by the City Engineer. The applicant will be responsible for obtaining all clearances and permits, if any, directly from the South Coast Air Quality Management District (SCAQMD) prior to beginning grading.

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Q. Haul Routes. Where excavation of embankment material is imported or exported from one grading site to another, over public streets, whether or not either site is otherwise subject to grading permit requirements, the City Engineer may specify the route to be used in transportation of the materials on public streets.

Deviation from the designated haul route shall constitute a violation of the condition of the permit issued under this chapter. When the City Engineer does specify a route, he shall do so in writing on the permit document, and shall immediately notify the Traffic Division of the Public Works department as well as the traffic division of the City police department, that said haul route has been specified and approved.

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The City Engineer may further specify load limits where, in his opinion, the standard load capacity of vehicles used in such hauling would cause excessive damage to streets on the designated route. Any grading or hauling contractor or project site owner/permittee, moving earth materials in violation of the chapter, shall be financially responsible for any damage to the public streets caused by the hauling vehicles, and shall pay to the City of Moreno Valley the cost, as determined by the City Engineer, of repairing such damage, or shall repair the damage in question to the satisfaction of the City Engineer.

At least twenty-four (24) hours before hauling is to commence, the applicant shall be required to notify the City of Moreno Valley Public Works Department, Traffic Division, and Land Development Division as well as the City Police Department, Traffic Division. The permit may specify other necessary conditions or restrictions, where the use of public streets would disrupt the normal traffic activities or cause a public inconvenience.

R. Debris on Public Streets. Vehicle Code Section 23112(b) forbids the placing, dumping or depositing of dirt and rocks on public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the provisions of this chapter, shall refrain from depositing dirt or debris on public streets by any means, including but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The City Engineer may require a cash deposit to insure the clean-up of public streets.

S. Clean-Up. The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials, including but not limited to, earth, mud, rock or other materials, on any public streets shall be responsible for the complete removal of such materials if spilled, dumped or deposited on a public street within twenty-four (24) hours of noted spill, dumping or deposition. If the permittee fails to remove such spillage, dumping or deposited material within the noted time frame, and it is necessary for the City to complete the removal, the permittee and/or property owner from where the material was removed from or deposited to, shall be liable to pay the City the full cost of such removal work. A cash deposit may be required to insure cleanup of public streets.

T. Dust Control. The contractor or permittee conducting any earth-moving or grading operation under this chapter shall be responsible for controlling dust at all times. The owner, contractor and permittee shall be responsible for implementing any and all Best Management Practices (BMPs) for all grading and earth-moving operations in accordance with the National Pollutant Discharge Elimination System (NPDES) and as required by South Coast Air Quality Management District (SCAQMD).

U. Protection of Adjoining Property. Each adjacent owner is entitled to the lateral and subjacent support which his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

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1. Any owner of land or his lessee intending to permit or to make an excavation greater than ten (10) feet in depth within fifty (50) feet of his property line(s) shall give reasonable notice to the owner or owners of land abutting the property line(s) affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin.

2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken so that the soil of adjoining properties will not cave in or settle without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to of greater depth than are the walls or foundation of an adjoining building or other structure, and the distance from the edge of the excavation to an adjoining building or other structure is less than the depth of the excavation, then the permittee or person completing the excavation must take any and all necessary steps to protect the adjacent building or other structure from possible damage resulting from the excavation or the permittee or person completing the excavation must notify the owner of the adjoining building or other structure and allow at least ten (10) days, if so desired, in which to take measures to protect the same from any damage, or to brace or extend the foundations of the noted building or other structure from possible damage from the excavation.

V. Issuance, Expiration and Renewal.

1. Every grading permit issued shall be valid for a period of one hundred eighty (180) days from the date of issuance.

2. Every permit shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

3. The time limitations for all grading permits issued by the City are also subject to the following provisions:

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a. A permit issued in accordance with these requirements shall expire upon a change of ownership, if the grading work thereon, for which said permit was issued has not been completed, and a new permit shall be required for the completion of the work. If the time limitations as noted above are not applicable, and if no changes have been made to the plans and specifications last submitted to the City Engineer, no charge shall be made for the issuance of a new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the City Engineer, fees based on the valuation of the additional or new work, additional yardage and necessary plan checking shall be charged to the permit applicant.

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b. The City Engineer may extend the one hundred eighty (180) day expiration time limit on permits not to exceed three successive periods for one hundred eighty (180) days each, upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

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4. The City Engineer may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued.

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5. If the permittee presents satisfactory reasons for failure to begin or complete the work within the periods specified above, the City Engineer, upon written request, may grant an extension of time reasonably necessary or as specified in subsection (V)(3)(b) of this section for an additional three hundred sixty-five (365) days without additional fees, provided that:

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a. No changes have been made in the original plans and specifications for such work.

b. Suspension of abandonment has not exceeded one hundred eighty (180) days.

c. A re-endorsement of the compliance of the plans with the current and applicable regulations has been obtained by the permittee from the Land Development Division.

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Such requests for extensions must be submitted no later than the thirtieth day following the date on which said permit would otherwise expire.

6. If the permittee is unable to complete the work by the end of a two calendar year period (initial one hundred eighty (180) days plus one and one-half year extension) or fails to request an extension within the time provided in subsection (V)(5) of this section, the City Engineer, upon written request and justification, may renew the grading permit for a fee of one-half the amount required for the original permit for such work, provided no changes have been made to the original plans and specifications for such work.

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W. Denial of Permit. The City Engineer shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in debris being deposited on any public street or public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the City Engineer that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices, or by other means, the City Engineer may issue a permit with the condition that such work be performed. If, in the opinion of the City Engineer, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or

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sufficiently reduce the hazard to human life or property, the grading permit and any proposed building permits for habitable structures shall be denied.

The City Engineer may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The City Engineer may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated in accordance with the requirements of the California Environmental Quality Act (CEQA), deny the issuance of a grading permit.

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The City Engineer shall require plans and specifications to be modified in order to make them consistent with the City of Moreno Valley general plan, specific plans, municipal code requirements, or other rules, regulations, or conditions of approval applicable to the project. The City Engineer may deny the grading permit if the proposed project cannot be designed in accordance with this chapter, applicable rules, regulations, or conditions.

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8.21.060 Fees.

A. Plan-Checking Fees. Before accepting a set of plans and specifications for checking, the City Engineer shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures. The amount of plan-checking fee for grading plans is set forth by City Council resolution.

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The plan-checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the required fee for the entire project.

B. Review of Geotechnical Reports Fee. The fees paid in accordance with subsection A of this section (plan-checking fee) includes all necessary fees for review of all geotechnical report(s) for the project and no additional or separate fee will be charged for said review.

C. Grading Permit Fees. A fee for each grading permit shall be paid to the City Engineer for issuance of said permit. The fee for grading permit issuance is set forth by City Council resolution. The fee for a grading permit authorizing additional work to that under a valid grading permit shall be the difference between the fee paid for the original permit and the required fee for the entire project.

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8.21.070 Grading security.

The City Engineer may require bonds or other approved security in such form and amounts as may be deemed necessary to assure that the work for a valid grading permit is completed in accordance with the approved plans and specifications or to insure that the work, if not completed in accordance with the approved plans and specifications, will be

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corrected to eliminate any potentially hazardous condition without additional cost or obligation to the City. One form of security will be required to cover all grading and drainage facilities. Separate securities may be required for slope planting, landscaping, irrigation and erosion control.

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8.21.080 Cuts.

Cut slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

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Slope stability analysis shall be included in all soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height regardless of the slope ratio. The soil engineer shall consider both gross and surficial stability of the slope and provide a written statement approving the slope stability.

8.21.090 Fills.

A. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical (2:1), or where the base (toe) of the fill slope would be within twelve (12) feet horizontally of the top of a cut slope, unless evidence is submitted by the soil engineer and/or engineering geologist which indicates that the stability of the slope is adequate and the proposed slope is approved by the City Engineer.

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B. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation; noncomplying fill; topsoil and other unsuitable materials; and by scarifying to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than five horizontal to one vertical (5:1), the ground shall be prepared by benching into sound bedrock, or other competent or formational material, as determined by the soil engineer and approved by the City Engineer. The lowermost bench beneath the toe of a fill slope shall be a minimum of ten (10) feet in width. The ground surface below the toe of fill shall be prepared for sheet flow runoff, or an appropriate drainage system shall be provided.

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Where fill is to be placed over a cut slope, the bench under the toe of the fill shall be at least fifteen (15) feet wide and shall meet the approval of the soil engineer and/or engineering geologist as suitable foundation for the fill. Unsuitable soil is soil which is not dense, firm, or unyielding; is highly fractured; or has a high organic content; and in the opinion of the City Engineer, civil engineer of record, soil engineer, or engineering geologist is not competent to support other soil or fill, to support structures, or to satisfactorily perform the other functions for which the soil is intended.

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C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as outlined below, no rock or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

The City Engineer may permit placement of larger rock in fill when the soil engineer properly devises a method of placement, continuously inspects placement, and approved the fill stability and competency. The following conditions shall also apply:

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1. Prior to issuance of a grading permit, potential rock disposal area(s) shall be identified on the grading plan.

2. Rock sizes greater than eighteen (18) inches shall be placed a minimum of six feet below grade, measured vertically and/or ten (10) feet measured horizontally from any slope face.

3. Rocks sizes greater than twelve (12) inches shall be placed so as to be completely surrounded by soil; no nesting of rocks will be permitted.

D. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of the maximum density as determined by ASTM Dl557. Field density tests shall be performed in accordance with ASTM D1556, or equivalent, as approved by the City Engineer. At least twenty-five (25) percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be uniformly distributed within the fill area and/or fill slope surface area in order to obtain representative results.

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Locations of the field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

Testing in areas of a critical nature or special emphasis shall be in addition to a network of representative sampling.

E. Exceptions:

1. Fills excepted in Section 8.21.020 of this chapter if the City Engineer determines that compaction is not a necessary safety measure to aid in preventing saturation, settlement, slippage or erosion.

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2. Where lower density and very high potential expansion characteristics exist, (as defined in the California Building Code), lesser compaction requirements may be approved by the City Engineer upon justification and recommendation by the soil engineer.

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Sufficient maximum density determinations by test method ASTM D1557 shall be performed during the grading operations to verify that the maximum density curves used are representative of the material placed throughout the fill.

F. Fill Slopes. Fill slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

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All fill slopes shall be overfilled to a distance from finish slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finished grade to expose the compacted core. Alternate methods for fill slope compaction may be used by the grading contractor subject to approval by the soil engineer and City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil.

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A slope stability analysis shall be included in soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height, regardless of the slope ratio. The soil engineer shall consider both the gross and surficial stability of the slope and provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternate methods of construction or compaction requirements necessary for surficial stability.

At least twenty (20) percent of the field density tests performed during grading shall be located within three feet of the final slope location, and at least one density test shall be taken in the outer twelve (12) inches of the finished slope face for every five thousand (5,000) square feet of slope area.

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G. Buttress/Stabilization Fills. Recommendations for buttress/stabilization fills by the soil engineer shall be included in the soil report setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudo static conditions, (analysis of pseudo static loads are not normally needed when the bedding planes are flatter than twelve (12) degrees from horizontal), laboratory test data upon which the calculations are based, a copy of the approved grading plan showing the location of the buttress/stabilization fill, a scaled section of the buttress/stabilization fill, and recommendations with details of subdrain requirements.

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H. Utility Line Backfill. Backfill for on-site utility line trenches, including but not limited to, water, sewer, gas, electrical, telephone and cable television services which effect the stability of foundations or other structures, or which are in sloping surfaces steeper than ten horizontal to one vertical (10:1), and which utilize onsite material as backfill, shall be compacted and tested in accordance with subsection D of this section. Alternate materials and methods for utility line trench backfill may be used provided that the material specification and method of placement are recommended by the soil engineer and approved by the City Engineer prior to backfilling.

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Utility line trench backfill for on-site areas other than those stated above need no specific placement method or compaction criteria, but shall be sufficiently compacted to

preclude detrimental settlement. In no case shall this be construed to mean utility line trench backfill within any public rights-of-way.

The final utility line trench backfill report from the project soil engineer shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use and that all tested areas meet the compaction requirements in accordance with subsection D of this section.

8.21.100 Setbacks.

A. General. The setbacks and other restrictions specified by this section are minimum and may be increased by the City Engineer or by the recommendation of the civil engineer of record, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. Where zoning requirements exceed the minimum herein, the zoning setbacks shall govern.

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B. Setbacks From Property Lines. The tops and toes of slopes shall be setback from the outer boundaries of the permit area, including slope right areas and easements, in accordance with Figures A and B. Lot lines shall be located at the top of slopes whenever possible.

C. Design Standards for Setbacks. Setbacks between graded slopes (cut or fill) and structures shall be provided in accordance with Figures A and B. A usable side yard of at least five feet from any building wall shall be provided to the top or toe of a slope unless waived by the City Engineer.

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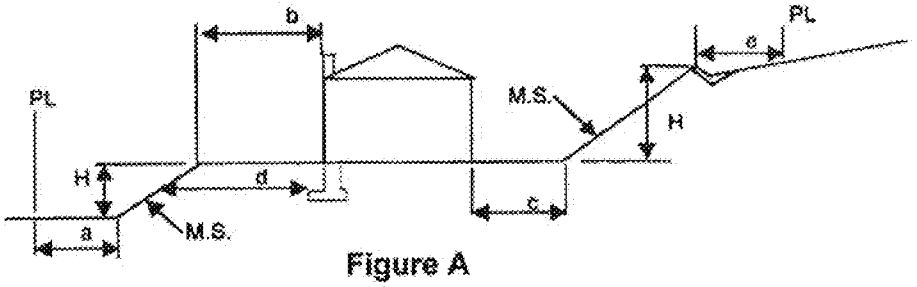

Figure A

Table A Minimum Setback from Adjacent Slope

H (hgt-ft)	a	b	c	d	e
0<6	3'	5'	3'	5'	3'
6 to 14	5'	5'	H/2	H/2 (5'Min)	3'
14 to 30	5'	H/2 (10' Max)	H/2	H/2 (10' max)	6'
30+	5'	10' Max	15' Max	10' Max	6'

NOTES:

1 PL means property line and/or permit boundary. M.S. means manufactured surface.

2 Setbacks shall also comply with applicable zoning regulations.

3 Table A applies to manufactured slopes and 2:1 or steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.

4 "b" may be reduced to 5' minimum if an approved drainage device is used; roof gutters and downspouts may also be required.

5 "b" may be reduced to less than 5' if no drainage is carried on this side and if roof gutters are included; "d" may not be reduced.

6 If the slope between "a" and "b" is replaced by a retaining wall, "a" may be reduced to zero and "b" shall remain as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.

7 "b" is measured from the face of the structure to the top of the slope.

8 "d" is measured from the lower outside edge of the footing along a horizontal line to the face of the slope. Under special circumstances, "d" may be reduced as recommended in the soil report and approved by the Building Official

Figure B

Minimum Setback

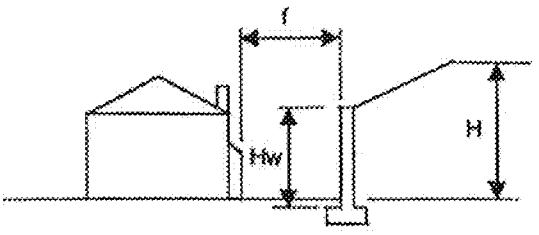

Figure B

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
0 to 6	3' Max	3' Min
6 to 8	4'	4'
8 to 10	5'	5'
10 to 12	6' Max	6'
12 to 30	6' Max	H/2
30+	6' Max	15' Max

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NOTES:

1 The use of retaining walls to reduce setbacks must be approved by the City Engineer.

2 "f" may be reduced to zero (0) feet if the Building Official approves a combination structure/retaining wall after submittal and review of structural calculations from the project structural engineer and after the City Engineer approved the necessary drainage devices.

3 "Hw" is the height of the retaining wall measured from the top of the footing to the top of the wall.

8.21.110 Drainage and terracing.

A. General. Unless otherwise noted on the approved grading plan, drainage facilities and terracing of graded slopes shall conform to this section, to the currently adopted City design standards, this code and to Riverside County Flood Control and Water Conservation District's master drainage plans for the City, except where otherwise specified.

B. Terraces. Terraces at least eight feet in width shall be established at not more than thirty (30) foot vertical intervals on all cut or fill graded slopes in order to control surface drainage and debris. Where only one terrace is required, it shall be at the mid-height of the slope. Terrace widths and spacing for cut and fill slopes greater than one hundred and twenty (120) feet in height shall be designed by the project civil engineer based upon recommendations of the project soil engineer and approved by the City Engineer. Suitable access shall be provided to all terraces to permit proper cleaning and maintenance.

Terrace drains shall have a minimum gradient of two percent unless waived by the City Engineer. Terrace drains shall have a minimum depth at the deepest point of no less than one foot and a minimum paved width of at least three feet and shall be designed to accommodate all runoff created by the cut or fill slope as well as any tributary runoff which enters the terrace drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

D. Storm Water Discharge. All drainage facilities shall be designed to carry storm water runoff to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction, as an acceptable and safe location to deposit such runoff. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the City Engineer.

E. Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the City Engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the City Engineer.

F. Storm water Runoff. Storm water runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

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1. Whenever practicable, each lot shall be graded so that storm water will drain from the backyard through the sideyard and front yard directly to the abutting street or toward approved drainage facilities at a gradient of not less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

2. When the above is not feasible, as determined by the City Engineer, storm water shall be collected along the top of slopes or at the rear of graded lots by means of paved gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of eighteen (18) inches deep.

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3. Where slopes are terraced at thirty (30) foot intervals, drainage shall be provided in paved ditches a minimum of thirty-six (36) inches wide and twelve (12) inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the City Engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to grantee the improvement, is posted with the City.

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4. Down drains, interceptor drains and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by the project engineer and approved by the City Engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe (RCP), plastic pipe (PVC) or other pipe material as approved by the City Engineer. Anchor lugs or collars may be required by the City Engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the City Engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

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5. The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters or other materials as approved by the City Engineer.

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G. Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the

maintenance of the drainage-ways on the owner of record of each respective lot. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the permittee. Such easements shall be subject to the approval of the City Engineer and City attorney and recorded prior to the issuance of the grading permit.

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8.21.120 Retaining walls.

Retaining walls shall be constructed of reinforced concrete, reinforced masonry block, reinforced concrete block and geosynthetic fabric, or a combination of the aforementioned materials. Retaining walls shall be designed to resist all earth pressures acting upon them including embankment or structure/vehicle surcharge loads. All retaining walls shall be designed by a registered civil or structural engineer and submitted to the building division, including appropriate structural calculations, for review and approval prior to installation. All retaining walls that are to be constructed in connection with a grading plan shall be shown on the grading plan. Sufficient top of wall (TW) and top of footing (TF) elevations shall be shown on the grading plans to determine the overall height of the retaining wall at various locations.

8.21.130 Expansive soils.

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A. Expansive soil is any soil with an expansion index greater than twenty (20), as determined by the expansion index tests (2010 California Building Code, Section 1803.

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B. Whenever expansive soils are encountered within four feet of the finish grade of any area intended or designed as a location for a building then the following shall be observed:

1. The permittee shall remove such expansive soil to a minimum depth of four feet below finish grade within the building footprint area. Nonexpansive, properly compacted soil shall then be installed in the area where the expansive soil was removed; or

2. In the event that sufficient non-expansive material is not readily available on site, the permittee may at his option import nonexpansive material to be used as fill or the soil engineer may waive or reduce the requirement for removal and replacement of the expansive soils reported on the project. The soil engineer shall, however, make recommendations for the design of footings, foundations, slabs, and other load bearing features, or other special procedures which will alleviate any potential problem created by the remaining expansive soils; or

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3. Based on recommendations for the soil engineer, expansive soil from cut areas may be placed in the lower extremities of embankments, and nonexpansive

materials shall be reserved and stockpiled so that they may be placed as a cap over expansive soil. Whenever expansive soil is placed closer than four feet of finish grade, the soil engineer shall so indicate and make corrective recommendations as noted above.

8.21.140 Asphalt paving.

A. Requirements. For the purpose of this section, asphalt concrete (A.C.), aggregate base material (A.B.), prime coat, tack coat, and seal coat shall all meet the current material specification standards of the City of Moreno Valley for public road construction and/or the approval of the City Engineer.

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B. Subgrade Compaction. Compaction of subgrade materials shall be in accordance with the requirements of Section 8.21.090(D) of this chapter.

C. Soil Sterilization. Unless otherwise approved by the City Engineer, subgrade earth materials shall be sterilized to preclude plant growth.

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D. Pavement Structural Section. The project soil engineer, architect, or design civil engineer shall determine the pavement structural section(s) for parking lots, service roads, private streets and dedicated streets on new private development projects. The structural section shall be based on:

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1. Soils tests of the subgrade soil(s) performed in accordance with the latest revision of test method number California 302 and anticipated traffic and/or loading conditions.

2. The design shall be determined by R-value testing in accordance with CalTrans design method with recommended safety factors. The minimum design structural section(s) for dedicated streets shall be as noted in the current edition of the City of Moreno Valley standard plans.

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E. Alternative Design Method for New Parking Lots/Service Roads and Private Streets. In lieu of the recommended structural section from the soil engineer or civil engineer based on testing as noted above, the following standards may be used for new private parking lots/service roads and private streets:

Industrial and Commercial Developments	Min. Structural Section
Parking area less driveways and perimeter drives	.25′ AC / .33′ AB
Driveways and perimeter drives for industrial developments	.25′ AC / .83′ AB
Driveways and perimeter drives for commercial developments	.25′ AC / .67′ AB

High Density Residential	
Parking areas and access lanes	.25' AC / .33' AB
Drives and areas subject to heavy truck use	.25' AC / .67' AB
Private Streets	
Structural roadway section for private streets	.30' AC / .50' AB

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AC means asphalt concrete pavement.

AB means Class II aggregate base material.

E. Exceptions. The provisions of this section shall not apply to private asphalt concrete driveway(s) providing access to not more than two single-family residences, proposed in conjunction with a project subject to a grading permit or to commercial, industrial or high-density residential developments where all pavements areas are constructed of Portland cement concrete (PCC) pavement.

8.21.150 Permeable surface designs

A. Permeable surface designs include, but is not limited to pervious concrete, permeable pavement, permeable pavers, and porous asphalt. These BMPs may be allowed in low flow traffic roads and parking lots and other paved areas upon approval from the City Engineer.

8.21.160 Erosion control.

A. General.

1. All earth moving or grading operations requiring a grading permit (as noted in Section 8.21.020 of this chapter) shall be required to also have an approved erosion control plan. In addition, any grading, clearing, brushing and grubbing within one hundred (100) feet of environmentally sensitive areas, is prohibited from October 1st to May 31st except for the following:

a. The construction and maintenance of erosion control systems, which have been approved by the City Engineer.

2. Grading work is prohibited on any single grading site under permit between October 1st and May 31st unless an erosion control plan has been approved or

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waived by the City Engineer. Where necessary, temporary and/or permanent erosion control devices or methods, as approved by the City Engineer, shall be employed to control erosion and provide safety during this period.

3. The City Engineer may order restriction or cessation of land disturbance or development operations upon determination that the weather, soil, slope, or general site conditions may cause serious accelerated erosion or sediment damage either on-site or downstream from the site.

B. Erosion Control Plans.

1. Erosion control plans shall be submitted to the City Engineer for approval concurrent with the grading permit application and/or with grading plan submittal unless otherwise waived by the City Engineer. No grading permit shall be issued unless an erosion control plan has been submitted or waived by the City Engineer. The erosion control plan may be waived for grading on single residential lot projects, provided that an erosion control system, approved by the City Engineer, is installed, placed, planted or constructed before October 1st. An erosion control and/or sediment control plan is required for all projects if the City Engineer determines that erosion or sediment discharge adversely affects adjacent properties. The approved erosion control plan shall be updated if necessary by October 1st each year, for projects under a grading permit.

2. The erosion control plan shall include details of protective measures, including desiltation basins or other temporary drainage or control measures or both, as may be necessary to protect adjoining public or private property from damage by erosion, flooding, or mud and/or debris deposits which may originate from the site or result from the grading operations.

3. All slope planting, as required by the erosion control plans, which is to be completed after October 1st, will require jute matting or other acceptable turf matting or erosion control blankets prior to planting or hydroseeding.

C. Submittal and Processing Requirements.

1. All projects requiring a grading permit must have erosion control plans submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

2. The erosion control plans must be approved and erosion control devices installed and certified and inspected as being properly constructed by the engineer of record. Sediment control must be continuously maintained throughout the construction process. Updating of the plans will be required for phases of construction not covered by the previously approved plans.

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3. Approval and processing of the erosion control plans requires payment of plan checking fees, inspection fees and the posting of securities as further noted in this section.

4. First submittal for erosion control plans shall include the plan checking fee, two blueline copies of the plans and two copies of the bond estimate.

D. Information on Erosion Control Plans. Erosion control plan shall include but not be limited to, the following information:

1. A twenty-four (24) hour telephone number of the person responsible for performing emergency erosion control work;

2. The stamp and signature of the civil engineer that prepared the erosion control plan;

3. The erosion control general notes (copies available for the public works department, land development division);

4. Identification of all desilting and erosion protection facilities necessary to protect adjacent property from sediment deposition;

5. Identification of the streets and drainage devices that will be completed and paved by October 1st;

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6. Provision for the placement of gravel bags, slope planting or other measures to control erosion from all slopes above and adjacent to roads open to the public;

7. Provision for maintaining access to desilting facilities during wet weather;

8. A schedule for the construction and ongoing maintenance of all required erosion and sediment control facilities;

9. Identification of discharge points where concentrated runoff occurs.

E. Erosion Control Systems.

1. All sediment shall be contained on-site. Runoff from disturbed areas shall be detained or filtered by berms, swales, ditches, filter strips or other means as necessary to prevent the escape of sediment from the site. Sediment control devices shall be installed prior to or concurrent with the initial grading operations and shall be maintained throughout the development process.

2. Erosion shall be prevented at locations where runoff is concentrated. Where runoff will be discharged to natural ground or channels, appropriate energy dissipaters shall be installed to prevent erosion at the point of discharge.

3. All erosion control measures required to retain sediment on-site and to safely discharge any accelerated runoff generated by the project shall be installed during the initial construction phase of the project.

4. Desilting facilities shall be provided at drainage outlets from the graded site.

5. Desilting basins shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow sediment of suspended particles.

6. Desilting basins shall be constructed around the perimeter of projects. Basins should be located where maintenance access is provided from paved roads during wet weather.

7. Desilting basins constructed from compacted earth shall be compacted to a relative compaction of ninety (90) percent of maximum density. A soil engineering report including the type of field-testing performed, location and results of testing, shall be submitted to the City Engineer for approval upon completing the desilting basin(s).

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8. Equipment and workers, for emergency work, shall be available at all times. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices if needed.

9. Unless otherwise approved by the City Engineer, erosion protection shall include effective planting of all slopes in excess of three feet in height. Slopes exceeding fifteen (15) feet in height may require an adequate sprinkler system, as determined by the City Engineer.

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10. All slopes greater than five feet in height shall be permanently landscaped with the landscaping established prior to October 1st. If the permanent landscaping is not installed and sufficiently established prior to October 1st, the slope(s) shall be covered with protective materials and soil stabilizers approved by the City Engineer.

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11. All disturbed slopes shall be planted and protected within forty-five (45) days of the completion of each stage of grading. Suitable measures to prevent slope erosion, including but not limited to, rapid growth vegetation sufficient to stabilize the soil, shall be installed on all disturbed areas until such time as the permanent vegetative cover sufficiently matures to provide permanent stability.

12. Erosion control provisions shall include and complement drainage patterns during the current and future phases of grading throughout the rainy season.

13. Graded areas around the project perimeter must drain away from the face of slopes at the conclusion of each working day.

F. Erosion Control Maintenance.

1. Erosion control systems shall be serviced and maintained to provide continuous capacity and to adequately function as designed. After precipitation exceeding one-quarter inch in any twelve (12) hour period, or upon direction of the City Engineer, silt and debris shall be removed form check dams and desilting basins and the basins pumped dry and otherwise restored to the original design condition.

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2. The performance of the erosion control system shall be evaluated by the City Engineer and revised and replaced as ordered.

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3. The construction and maintenance of all erosion control systems shall conform to the approved erosion control plan unless otherwise approved by the City Engineer.

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4. The contractor, permittee, or project owner shall be responsible for and take necessary precautions to prevent public trespass into areas where impounded water creates a hazardous condition. Necessary precautions may include, but not limited to, appropriate perimeter fencing, or a twenty-four (24) hour guard in order to prevent unauthorized persons from entering the basin(s).

5. Any sprinkler system, controlled by timers, used with an erosion control system, shall be inspected every thirty days to assure proper functioning of the timer device.

G. Erosion Control Design and Implementation.

1. If a project design includes grading or construction within one hundred (100) feet of any environmentally sensitive areas, additional erosion control measures may be required within all disturbed areas in order to minimize the impacts to the environment. These measures may require the approval of the City Engineer as well as approval and certification by the engineer of record for the project. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. The additional erosion control measures may include, but not limited to, installing protective materials and stabilizers, along banks and within waterways and over all disturbed areas. The additional erosion control measures may also include a full time (twenty-four (24) hour) on-site guard during storms and when the precipitation amount is expected to exceed one-half inch in any twenty-four (24) hour period. The precipitation forecast shall be as established by the National Weather Service.

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2. All erosion control systems require approval by the City Engineer and approval and certification by the engineer of record. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. All erosion control

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systems shall remain in place at all times for all areas in which construction is not scheduled to commence within the next seven days. All erosion control systems shall remain in place until May 31st. The May 31st date may be extended by the City Engineer upon determination that there is a substantial likelihood of significant precipitation after May 31. The City Engineer shall use information as provided by the National Weather Service to make such determination.

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3. All removable protective devices shown shall be in place at the end of each working day when the five day rain probability forecast exceeds forty (40) percent. The forecast shall be as determined by the National Weather Service.

4. The faces of cut and fill slopes and the project site shall be prepared and maintain to control erosion. Slope protection may be waived by the City Engineer for cut slopes, which are not subject to erosion because of the erosion resistant character of the materials.

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5. If construction of erosion control systems outside of the project boundaries are necessary, permission to construct such systems from the owner of such off-site property. Plans for the off-site systems shall be included with the on-site plans submitted to the City Engineer. The plans for the off-site erosion control systems shall include permission to grade and maintain the erosion control systems from all affected property owners and letters of clearance and/or permits from all appropriate governmental entities.

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6. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition, free of loose soil, construction debris, and trash. Street sweeping or other equally effective means shall be used on a regular basis to control erosion, which has been deposited on streets or sidewalks. Watering shall not be used to clean streets except for the removal of fine material not otherwise removed by sweeping or other mechanical means.

7. The contractor, permittee, or property owner shall be responsible for inspection, modification, and proper maintenance of the erosion control devices as necessary. If the contractor, permittee, or property owner fails or refuses to properly maintain the erosion control devices, the City Engineer:

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a. May cause emergency maintenance work to be done in order to protect potentially impacted property. The cost shall be deducted for the erosion control security posted for the project pursuant to subsection (H)(4) of this section and shall include all costs related to the emergency maintenance including initial mobilization and performance of the work in addition to applicable administrative costs.

b. Shall revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the City engineer is installed or necessary maintenance of an existing system is completed.

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8. If any grading subject to Section 8.21.020 of this chapter has commenced on private property without a valid grading permit, the property owner shall be required to obtain a valid permit before continuing and grading, and may be required to prepare and implement an erosion control plan, approved by the City Engineer. If the property owner fails to install an approved erosion control system, the City Engineer shall cause emergency work to be done to protect potentially impacted property and to protect environmentally sensitive areas. The procedures of subsections B, C and D of this section need not apply for emergency erosion control work between October 1st and May 31st. The cost of such emergency work shall be charged to the owner pursuant to the procedures set forth in subsection (H)(4) of this section.

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H. Erosion Control Security.

1. Requirement for Security. Prior to approval of the grading permit, an erosion control plans for the project site shall be submitted to and approved by the City Engineer and securities meeting the requirements contained herein shall be posted with the City. The security shall guarantee the following:

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a. Compliance with all provisions of this section and all other applicable ordinances;

b. Compliance with any and all terms and conditions of the permittee's approved erosion control plan;

c. Completion of the erosion control system, to the satisfaction of the City Engineer, and in accordance with the approved erosion control plan;

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d. Completion of all emergency and routine maintenance and repair of the erosion control system(s) to insure the continuous integrity of the system(s) to the satisfaction of the City Engineer and as may otherwise be required by this section;

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e. Restoration and repair of public streets or other property adversely impacted by erosion from permittee's project.

2. Amount and Form of Security. The amount of the security shall be equal to one hundred (100) percent of the total estimated cost of the erosion control system(s). The permittee's estimate of such cost shall be based on the established unit costs available from the City and shall be subject to the review and approval of the City Engineer. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City Engineer. The remainder of the erosion control security shall be subject to the approval of the City Engineer and city attorney, and consist of one or more of the following:

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a. Cash deposit;

b. A bond;

c. A certificate of deposit;

d. A letter of credit, in City format, from one or more local financial institution(s) subject to regulation by the state or federal government.

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3. Failure to Provide Security. If a permittee fails to provide the security required by this section prior to October 1st each year, the City Engineer may revoke the permittee's grading permit without prior notice to the permittee. Any such revocation shall be in writing.

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4. Use of Cash Deposit. The City Engineer may cause certain erosion control work to be done under any of the following circumstances:

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a. Failure of the permittee to commence emergency repair or maintenance work within twelve (12) hours of receipt of a written demand therefor from the City Engineer, or within twelve (12) hours of the City Engineer's attempt to communicate such demand via the telephone number listed on the approved plans or as provided by the permittee.

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b. Failure of the permittee to commence other repair or maintenance work within seventy-two (72) hours of receipt of a written demand therefore from the City Engineer.

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c. Failure of the permittee to diligently pursue completion of any required repair or maintenance work or to complete such work within a reasonable time period established by the City Engineer.

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d. Failure of the permittee to complete installation of a erosion control system prior to October 1st.

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e. Failure of the permittee, after notice from the City Engineer, to clean or repair public streets or other public property, where debris, damage or erosion resulted from the permittee project.

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The permittee shall be liable to the City for the cost of any repair work that was necessary as a result of and in accordance with the provisions of this section. The City Engineer may withdraw from the permittee's cash deposit for erosion control security, any funds necessary to pay for such work. The City Engineer shall notify the permittee of any withdrawal from the permittee's cash deposit. If the cost for such work exceeds the balance of the permittee's funds on deposit, the City Engineer shall cause an invoice to be sent to the permittee demanding payment of the amount by which the cost of the work exceeds the permittee's deposit. The permittee shall, within ten (10) days of receipt of such invoice, deposit with the City Engineer, that amount of cash necessary to bring the permittee's deposit up to its original balance. If the permittee fails to pay such amount in full within thirty (30) days from the date of the invoice, the permittee's grading permit shall be automatically revoked. Renewal of the grading permit shall not be completed

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until the invoice is paid in full. No final grading inspection shall be completed until the permittee has fully satisfied all monetary obligations to the City imposed pursuant to the provisions of this section. Additionally, no further construction permits, including but not limited to, building permits or occupancy permits, shall be issued until such monetary obligations are fully satisfied.

5. Release of Security. On June 1st of each year, or upon the end of the actual rainy season (as determined by the City Engineer) whichever occurs later in time, the City Engineer may release any erosion control security posted or deposited pursuant to this section, upon receipt of a written request for such release by the permittee.

The City Engineer shall be responsible for determining the end of the rainy season if it occurs after May 31st of any given year. The determination shall be based upon available meteorological information.

The City Engineer shall not release a permittee's security if the permittee has an outstanding monetary obligation to the City incurred pursuant to the provisions of subsection (H)(4) of this section or if cleanup or repair of public streets or other public property for which the permittee is responsible, has not been completed to the satisfaction of the City Engineer.

Any unused portion of the permittee's erosion control security may also remain on deposit with the City throughout the grading of the project and not be released until completion of the landscaping improvements for the project if it is determined by the City Engineer that due to the nature, configuration, or location of the project, it is in the best interest of the City to retain said erosion control security until to projects completion.

8.21.170 National Pollutant Discharge Elimination System (NPDES).

A. General Requirements. On September 2, 2009, the State Water Resources Control Board (SWRCB) approved waste discharge requirements associated with construction activity. The regulations affect all construction sites that disturb an area of one acre or more.

As a condition of the Santa Ana Regional Water Quality Control Board, a National Pollutant Discharge Elimination System permit will be required for all sites that disturb an area of one acre or more. Prior to issuance of a grading permit, each applicant shall provide an NPDES permit number (WDID#) to the City Engineer.

A complete NPDES permit for storm water runoff associated with construction activity application and general requirements may be obtained from the State Water Quality Control Board.

In general, the permit requires the following information to be filed with the California State Water Resource Control Board (SWRCB):

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1. A notice of intention (NOI). The NOI application is in the construction permit package;

2. Risk Assessment.

3. Site Map.

4. A stormwater pollution prevention plan (SWPPP). Conditions are outlined in the construction permit package;

5. Annual Fee.

6. Signed Certification Statement.

It is the permittee's responsibility to obtain the application package, complete the information and reports as noted above, and maintain the site throughout the duration of the project as required by the permit. All of the information noted above shall be maintained on-site during construction and shall be presented upon demand by State Water Resource Control Board inspectors, the City of Moreno Valley inspectors or any member of the public.

8.21.180 Grading inspection.

A. Grading Inspection.

1. Site Inspection by the City Engineer. Prior to any grading, brushing, or clearing, there shall be a pre-grading meeting held on the site unless waived by the City Engineer. Prior to placing concrete for curb and gutter, sidewalk, pavement base material or other similar improvement in the public right-of-way, there shall be a pre-paving meeting held on the site unless waived by the City Engineer. The permittee, or agent for the permittee, shall notify the City Engineer and request the meeting(s) at least two working days prior to the meeting(s) and shall also be responsible for notifying all principals responsible for grading or paving operations.

It shall be the responsibility of the person doing the work authorized by a permit, to notice the City Engineer at least two working days prior to the work being ready for the following inspections:

a. Excavation and Fill Inspection.

i. Canyon Clean Out. After all brush and unsuitable material has been removed and an acceptable base has been exposed, but before any fill has been placed;

ii. Toe Bench and Key. After the natural ground or bedrock has been exposed and prepared to receive fill, but before fill is placed;

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iii. Over Excavation. After the area has been excavated but before fill is placed;

iv. Excavation. After the excavation has started, but before the vertical depth of the excavation exceeds ten (10) feet, and every ten (10) foot interval thereafter;

v. Fill. After the fill has started, but before the vertical height of the fill exceeds ten (10) feet and every ten (10) foot interval thereafter.

2. Concrete or Gunite Drainage Device Inspection.

a. Alley Gutter or Concrete Drainage Device. After the sub-grade is prepared and any reinforcement placed but prior to concrete placement and then again after concrete placement;

b. Terrace Drains, Down Drains, Brow Ditches. After grade has been established but before placement of welded wire mesh or reinforcement and then again after placement of concrete or gunite.

3. Other Drainage Devices.

a. Subdrains. After excavation but prior to placement of filter materials and pipe. The subdrain pipe and filter material shall be on site for inspection. Inspection shall also occur after placement of pipe and filter material but before backfill;

b. City Storm Drains and Inlets. After installation of form-work and placement of reinforcement but before concrete placement and then again after placement of concrete and removal of form-work but prior to backfilling. Inspection shall also occur after backfilling and completion of storm drain;

c. Earth Swales. Prior to rough grading approval and then again prior to final grading approval.

4. Rough Grade Inspection.

a. When all rough grading as been completed. Inspection may be called for at the completion of rough grading after the City Engineer has received, reviewed and approved the required geotechnical certification(s) and/or compaction reports and the civil engineer has submitted approval of line and grade on City approved format. Under normal circumstances, all subdrains and slope drains, if required, shall be in place and approved as a condition of rough grading approval.

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5. Paving Inspection (In Public Right-of-Way).

a. Subgrade. After subgrade has been established, tested, and approved by the soil engineer, or his qualified representative, the soil engineer may leave a field memo

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of compaction test results on site. The civil engineer shall provide approval of line and grade;

b. Base. After base course has been placed, tested, and approved by the soil engineer or his qualified representative, but prior to prime coat and asphalt placement, the soil engineer may leave a field memo of compaction test results on site. Material invoices or weight tickets shall be required;

c. Asphalt Concrete. During asphalt placement to verify compliance with plans and specifications. Material invoices or weight tickets shall be required. Prior to application of seal cost, the paved surface shall be water tested to reveal any irregularities and shall be patched where required.

6. Final Inspection.

a. When all work, including installation of all drainage structures and other protective devices has been completed and all written professional approvals and the required reports have been submitted.

7. Siltation Control Facilities (October 1st to May 31st).

a. After excavation of desilting basins but prior to fill placement. Pre-fabricated drainage devices are to be available on site for inspection;

b. After fill placement of desiltation basins but prior to placement of concrete or other non-erosive materials (if applicable);

c. After completion of an erosion control system in accordance with an approved erosion control plan and the requirement of the City Engineer.

B. Notification of Non-Compliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not begin completed in accordance with the approved plans, specifications, recommendations or requirements of this chapter, the discrepancies shall immediately be reported in writing to the grading contractor, the owner and the City Engineer. Recommendations for corrective measures shall be submitted to the City Engineer for approval and shall be incorporated on to the approved plans upon approval by the City Engineer.

C. Special Inspections. The City Engineer may establish special inspection requirements in accordance with the 2010 edition of the California Building Code, amended, for special cases involving grading or paving related operations. Special cases may apply to work where, in the opinion of the City Engineer, it is necessary to supplement the resources or expertise available for inspection.

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D. General. It shall be the responsibility of the civil engineer that prepared the grading plans to incorporate the applicable recommendations for the soil engineering and engineering geology reports into the grading plan. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements, and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor, and the City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, unless waived by the City Engineer, and upon completion of the work, the submission of as-built grading plans incorporating all changes and/or additional made during construction.

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Soil engineering and engineering geology reports shall be required as specified in Section 8.21.190(A). During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted for distribution as required.

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The soil engineer's area of responsibility shall include, but not limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finished slopes, design of buttress fills where required, and incorporating data supplied by the engineering geologist.

The engineering geologist's area of responsibility shall include, but not limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the needs for subdrains or other ground water drainage devices. The engineering geologist shall report all findings to the soil engineer for engineering analysis.

The City Engineer shall inspect the project at various stages of work requiring approval, and at any more frequent intervals necessary to determine that adequate inspection and testing are being completed by the professional consultants and to insure conformance with the approved plans and specifications.

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When preliminary soil engineering reports are not required by the City Engineer, inspection and testing may be required by an approved testing agency. The testing agency's responsibility shall include, but not limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

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E. Transfer of Responsibility for Approval. If the civil engineer, the soil engineer, the engineering geologist, the testing agency or the grading contractor of record are changed during the course of the work, the work may be stopped until:

1. The owner submits a letter of notification to the City Engineer verifying the change of the responsible professional; and

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2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that he concurs with the findings, conclusions, and

recommendations, and is satisfied with the work performed. He must also state that he assumes all responsibility within his purview as of the specified date.

All exceptions to the noted requirements must be justified to the satisfaction of the City Engineer.

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Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer and/or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility without the requirement for written notification to the City Engineer.

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F. Other Inspections by the City Engineer.

1. Prior to the approval of any building or grading plans and specifications, the City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.

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2. The permittee or agent for the permittee shall notify the City Engineer when the grading operations specified are ready for inspection.

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3. If the inspector finds the soil or other conditions not as shown on the approved plans or stated in the geotechnical reports or as noted within any additional information which was required for issuance of the grading permit, he may issue a stop work order until approval is obtained for a revised grading plan or modification to any applicable reports which will conform to the actual site conditions.

4. The provisions of Section 115, Stop Orders, of the 2010California Building Code (CBC) shall apply to all grading work, whenever the City Engineer determines that any work does not comply with the terms of the permit, or this chapter, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any person(s) engaged in doing or causing of such work to be done, and any such person(s) shall immediately stop such work until authorized by the City Engineer to proceed with the work.

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5. Prior to issuance of building permits for a graded site, the rough grading shall be completed in accordance with the approved plans and specification, and this chapter, and to the satisfaction of the civil engineer, or architect, engineering geologist, soil engineer, and City Engineer.

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6. Whenever any work on which inspection are required, is covered or concealed by additional work without first being inspected, the City Engineer may require, by written notice, that such work be exposed for examination. Any cost for exposing and recovering such noninspected work shall not entail or be subject to expense by the City.

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8.21.190 Completion of work.

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A. Final Reports. Upon completion of the rough grading work and at the final completion of the work under a grading permit, but prior to the release of grading security or issuance of a certificate of occupancy, the City Engineer will require:

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1. An as-built grading plan prepared by the civil engineer which shall include original ground surface elevations, as-graded ground surface elevations, slope inclinations, elevations and locations of all surface and sub-surface drainage facilities location with scaled sections of all buttress/stabilization fill, and location and depth of all areas of unsuitable soil.

2. A written approval by the civil engineer approving the grading as being in conformance with the approved grading plan and which specifically approves the following items as appropriate to the project or stage of grading:

a. Construction of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

b. Staking of property corners for proper building locations (rough grading);

c. Setting of all monuments in accordance with the recorded tract map (rough or final grading);

d. Locations of permanent walls or structures on property corners or property lines where monumentation is not required (final grading);

e. Location and inclination of all manufactured slopes (rough and final grading);

f. Construction of earthen berms and positive building pad drainage (rough and final grading).

3. A soil engineering report (compaction report) prepared by the soil engineer, including type of field testing performed, stability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Each field density test shall be identified, located on a plan or map, the elevation of the test and finish grade elevation shown, and the method of obtaining the in-place density described; either ASTM 1556-78 or the approved equal shall be so noted. The soil engineer shall provide written approval as to the adequacy of the site for the intended use, as effected by soil engineering factors and a statement of compliance to finish grade.

4. A geologic report prepared by the engineering geologist, including a final description of the geology of the site including any new information disclosed during the grading, and the effect of the same on recommendations incorporated in the approved grading plan. He shall provide written approval as to the adequacy of the site for the intended use as effected by geologic factors, a statement of compliance to finish grade, and when required by the City Engineer, shall submit an as-built geologic map.

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5. A statement of compliance prepared by the grading contractor that the work was completed in accordance with the approved plans may be required by the City Engineer in certain cases.

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B. Notification of Completion. The permittee or agent for the permittee shall notify the City Engineer when the grading operation is ready for inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion control measures, have been completed in accordance with the approved grading plan and the required reports and statements of compliance have been submitted and approved

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8.21.200 Penalty for violation.

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Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof in a court of law, shall be punishable by fine of not more than five hundred dollars ($500.00) or imprisonment for not more than six months, or by both. Each such person, firm or corporation shall be deemed guilty of a separate offence for every day during any portion of which any violations of any provisions of the chapter, including any physical condition created in violation of this chapter, is permitted, continued, or committed by such person, firm or corporation, and shall be punishable therefor as provided for in this chapter. Any lot, street, alley, road, driveway which is constructed contrary to the provisions of this chapter shall constitute a public nuisance.

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SECTION 3 EFFECT OF REENACTMENT:

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

SECTION 4 SEVERABILITY:

4.1 If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the

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fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 NOTICE OF ADOPTION:

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

SECTION 7 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____

Mayor

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AGENDA

JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

SPECIAL MEETING
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

June 28, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
June 28, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of Morning Optimist Club of Moreno Valley

2. Volunteers of the Year 2010 - Steven Morel, Jarrett Wegelin, Trent Terrell, Jarred Endres, Kyle Dagenhart, and Tim Barnes

3. Spotlight Business

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AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

SPECIAL MEETING
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

REGULAR MEETING - 6:30 PM
JUNE 28, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Deacon Richard Heames, St. Patrick's Roman Catholic Church

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

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JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 8-21, 2011.

A.4 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2011/2012 RATE ADJUSTMENT (Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129 (Report of: Public Works Department)

Recommendation:
1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504;

MV00108497

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Accept the improvements into the City's maintained road system.

A.6 APPROVAL OF CHECK REGISTER FOR APRIL, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

Resolution No. 2011-63

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of April, 2011

A.7 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

Recommendation:

Approve Resolution No. 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

Resolution No. 2011-64

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $91,557 Allocation

A.8 ORDINANCE NO. 827 - AN ORDINANCE AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011, BY A 5-0 VOTE) (Report of: Public

Works Department)

Recommendation:

Adopt Ordinance No. 827 - An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

A.9 SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - MELAD & ASSOCIATES (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.10 THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - WILLDAN (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.11 APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANAGER TO ISSUE ANNUAL PURCHASE ORDERS (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

A.12 PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

A.13 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

Recommendation:

1. Review and concur with Project Recommendations for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program; and

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

Resolution No. 2011-71

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program

A.14 PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.; and

Resolution No. 2011-67

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Project Number PA07-0090 and Accepting the Redlands Drainage Improvements Associated with the Project into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one

year when all clearances are received.

A.15 PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

   Resolution No. 2011-68

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Eucalyptus Electrical Improvements as Complete Within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.16 PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THE THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained street system the Theodore Street public improvements within project

PA07-0090 upon acceptance by the City Engineer as complete; and

Resolution No. 2011-69

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Number PA07-0090 and Accepting the Portion of Theodore Street Associated with the Project into the City's Maintained Street

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.17 PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.19 PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.20 PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

ADJOURNMENT OF THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING OF THE
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA

Those wishing to speak should complete and submit a LAVENDER speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

G. REPORTS

G.1 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD; DEVELOPER: CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADJOURNMENT OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECONVENE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

Recommendation: That the CSD:

1. After conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

Recommendation: That the CSD:

1. After conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

2. Verify and accept the results of the mail ballot proceedings as

identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

E.3 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

E.4 A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT A AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI. (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

Resolution No. 2011-66

Resolution of the City Council of the City of Moreno Valley Denying PA09-0027, A Conditional Use Permit to Allow Alcohol Sales (Beer and Wine) at the Existing Convenience Store Located at 21748 Cottonwood Avenue APN # 263-160-037

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational

Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership.

Resolution No. 2011-70

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley with MV Hemlock Limited Partnership, a California Limited Partnership and Approving and Authorizing Execution of an Affordable Housing Agreement (Home) Between the City and MV Hemlock Limited Partnership, a California Limited Partnership

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership; and

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

Resolution No. RDA 2011-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Hemlock Limited Partnership, a California Limited Partnership

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 825 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2 (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14,

2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

H.2 .2 ORDINANCE NO. 826 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00108512

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

AGENDA
June 28, 2011

MINUTES
SPECIAL MEETING AND REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

SPECIAL MEETING – 5:00 PM
REGULAR MEETING – 6:30 P.M.
June 14, 2011

CALL TO ORDER

Special Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 5:05 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION – Mayor Richard A. Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member (left at 7:07 p.m.)

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to the Mayor/City Council
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
John Terell	Planning Division Manager / Planning Official
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Steven Crews (B5) and Deanna Reeder (A17).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of May 18 - June 7, 2011.

A.4 TRACT MAP 22709 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-44 authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system; and

Resolution No. 2011-44

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709, and Accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the Portion of John F. Kennedy Drive Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.5 PA04-0010 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: ONE MORENO VALLEY 240 LP, LONG BEACH, CA 90802 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-45 authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system; and

Resolution No. 2011-45

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA04-0010, and Accepting the Portion of Perris Boulevard Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6 TRACT MAP 22709-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE, AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-46 authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system; and

   Resolution No. 2011-46

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709-1, and Accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the Portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful

Performance Bond in one year when all clearances are received.

A.7 TRACT MAP 31327 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-47 authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system; and

   Resolution No. 2011-47

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 31327 and Accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the Portions of Alessandro Avenue, Morrison Street and Bay Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.8 FINAL MAPS 29920, 29920-1, 29920-2, AND 29920-3--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND PACIFIC MORENO VALLEY, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Pacific Moreno Valley, Inc.;

2. Authorize the Mayor to execute the Maintenance Agreement;

3. Authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;

4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement;

5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney; and

6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.

A.9 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1") approve and adopt the following: Resolution No. 2011-48 to accept and approve the Special Tax Report for fiscal year (FY) 2011/12 regarding CFD No. 87-1; and

   Resolution No. 2011-48

   A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 87-1 (Towngate)

2. Approve and Adopt Resolution No. 2011-49 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1.

Resolution No. 2011-49

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) of the City of Moreno Valley, Approving the Submittal of an Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1

A.10 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1") approve and adopt the following: Resolution No. 2011-50 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12 for CFD No. 87-1 Improvement Area No. 1; and

Resolution No. 2011-50

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Report for Fiscal Year 2010/11 Regarding Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1

2. Resolution No. 2011-51 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1.

Resolution No. 2011-51

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1 Improvement Area No. 1

A.11 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3"), approve and adopt Resolution No. 2011-52 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12, on file in the office of the City Treasurer.

Resolution No. 2011-52

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

A.12 APPROVAL AND ACCEPTANCE OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4—MAINTENANCE FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 4—Maintenance ("CFD No. 4—M") approve and adopt Resolution No. 2011-53 to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12.

Resolution No. 2011-53

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 4-Maintenance

A.13 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR FISCAL YEAR 2011/12 REGARDING MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt the following: Resolution No. 2011-54 to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community

Facilities District No. 5.

Resolution No. 2011-54

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 5

2. Adopt Resolution No. 2011-55 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5.

Resolution No. 2011-55

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 5 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5

A.14 PA04-0004 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF BAY AVENUE AND PAN AM BOULEVARD, DEVELOPER: MOVAL BAY APARTMENTS, L.P., IRVINE, CA 92614 (Report of: Public Works Department)

Recommendation:

1. Authorize the acceptance of certain public improvements associated with the project; and

2. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with project PA04-0004 for public improvements.

A.15 AUTHORIZE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington,

DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014;

2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc.; and

3. Authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86.

A.16 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE - PROJECT NO. 08-41678827 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.; on behalf of the City;

3. Authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney; and

5. Authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011.

A.17 ADOPTION OF THE PRIORITIZED GOALS AND ACTION PLAN DEVELOPED IN THE CITY COUNCIL GOAL SETTING WORKSHOP (Report of: City Manager's Office)

Recommendation:
Adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop.

A.18 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS B7 & C3)

Recommendation:

1. Adopt Resolution No. 2011-62, classifying the various components of fund balance as defined in GASB Statement No. 54; and

Resolution No. 2011-62

A Resolution of the City Council of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

2. Designate the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance for inclusion in the annual financial reports.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 APPROVAL AND ACCEPTANCE OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2011-08 to accept and approve the CFD No. 1 Annual Special Tax Report for fiscal year 2011/12, which is on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 1.

Resolution No. CSD 2011-08

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Accepting and Approving the Community Facilities District No. 1 Annual Special Tax Report for Fiscal Year 2011/12

B.4 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-1/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-1 (TOWNGATE) AND E-1A (RENAISSANCE PARK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-1/11 (the "Agreement") with Marina Landscape Inc.;

2. Authorize the President of the CSD Board to execute said Agreement with Marina Landscape Inc., and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to Marina Landscape Inc., in the amounts of:

   NINETY-SEVEN THOUSAND NINE HUNDRED AND SIX AND 80/100 DOLLARS ($97,906.80) for twelve (12) months of base maintenance services and;

   NINE THOUSAND SEVEN HUNDRED NINETY AND 68/100 DOLLARS ($9,790.68) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.5 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-4/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-4 (MORENO VALLEY

RANCH - EAST) AND E-4A (DAYBREAK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-4/11 (the "Agreement") with TruGreen Landcare;

2. Authorize the President of the CSD Board to execute said Agreement with TruGreen Landcare, and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to TruGreen Landcare, in the amounts of:

   ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND SIXTY-FOUR AND 76/100 DOLLARS ($179,564.76) for twelve (12) months of base maintenance services and;

   FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($14,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.6 FIRST EXTENSION OF CONTRACT - PROJECT NO. E-3/10 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - MORENO VALLEY RANCH-WEST (ZONE E-3) AND LASSELLE POWERLINE PARKWAY (ZONE E-3A) (CONTINUED FROM MAY 24, 2011) (Report of: Public Works Department)

Recommendation:

1. Approve the first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

MV00108526

b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

B.7 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & C3)

Recommendation:

Adopt Resolution No. CSD 2011-22, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. CSD 2011-22

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & B7)

Recommendation:

Acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. 2011-09, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. RDA 2011-09

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in

Governmental Accounting Standards Board Statement No. 54

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A1 through D2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
a) Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG) (Informational Oral Presentation - not for Council action)

Council Member Hastings reported WRCOG will conduct a hearing on July 1, regarding AB811, and it is anticipated applications will be accepted by the end of July for the energy efficiency and water conservation program. Announced Dr. Condoleezza Rice is the keynote speaker at the WRCOG General Assembly meeting on June 23; VIP reception invitations will be distributed to the Council Members.

G.2 RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) 60/215 EAST JUNCTION CONSTRUCTION PROJECT (Informational Oral Presentation - Not for Council Action)

Dennis Green, President, Green.Com.Inc., Public Affairs Coordinator, presented the update.

AGENDA ORDER

G.5 ADOPTION OF A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE YEARS HIGHEST AVERAGE COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON AUGUST 19, 2011, AND CONDUCT THE

FIRST READING OF THE RELATED ORDINANCE AS REQUIRED BY CALPERS (Report of: Human Resources Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-59 , to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Resolution No. 2011-59

A Resolution of the City Council of the City of Moreno Valley, California, to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Ordinance No. 828

An Ordinance of the City of the City Council of the City of Moreno Valley, California Authorizing an Amendment to the Contract Between the City of Moreno Valley and the Board of Administration of the California Public Employees' Retirement System

Motion to Continue to date uncertain by m/Council Member William H. Batey II, s/ Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1 .1 INTRODUCTION OF ORDINANCE NO. 827 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Waive the reading of Ordinance No. 827, in its entirety and read by title only (roll call required) and introduce Ordinance No. 827 an Ordinance of the City Council of the City of Moreno Valley, California

amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0

AGENDA ORDER

G.8 4TH OF JULY PARADE AT A REDUCED COST (STEWART)

Motion to bring back as a subcommittee by m/Council Member William H. Batey II;
Motion withdrawn by Council Member William H. Batey II

The City Manager announced he will provide the first $1,000 towards next year's 4th of July Celebration

City Manager will present a report at the July 12, 2011 Regular City Council Meeting for Council action;
By unanimous informal consent

G.9 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

AGENDA ORDER

G.6 ADOPTION OF FY2011/12-2012/13 OPERATING BUDGET (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Ray Martinez and Deanna Reeder.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-60, approving the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. 2011-60

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2011/12 – 2012/13

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2011-20, approving the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. CSD 2011-20

A Resolution of the Moreno Valley Community Services District, Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

Motion to Approve by m/Board Member Robin N. Hastings, s/Board Member William H. Batey II
Approved by a vote of 5-0.

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-07, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. RDA 2011-07

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

MV00108531

Motion to Approve by m/Agency Member Robin N. Hastings, s/Agency Member William H. Batey II
Approved by a vote of 5-0.

4. Approve the position control as detailed on pages 3-7 in the Proposed Operating Budget Book presented as Attachment A; and

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

5. Approve the elimination of Fire Truck 58 in FY 2011/12 and direct staff to reserve the additional $1.2 million in savings for the purchase of a fire engine and the balance of savings for the operating costs to open the Morrison Park Fire Station.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.7 ADOPTION OF FY 2011/12 CAPITAL IMPROVEMENT PLAN (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A");

Resolution No. 2011-61

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

2. Acting in its capacity as the President and Board of Directors of

the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"); and

Resolution No. CSD 2011-21

A Resolution of the Moreno Valley Community Services District, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 5-0.

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

Resolution No. RDA 2011-08

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California adopting the Capital Improvement Plan for Fiscal Year 2011-12

Motion to Approve by m/Agency Member William H. Batey II, s/Vice-Chairman Jesse L. Molina
Approved by a vote of 5-0.

ADJOURNED SPECIAL MEETING
CONVENED REGULAR MEETING

AGENDA ORDER

E. PUBLIC HEARINGS

E.1 FIRST AMENDMENT - AQUABELLA DEVELOPMENT AGREEMENT (P11-029) (Report of: Community & Economic Development Department)

Applicant Iddo Benzeevi spoke on behalf of the development.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Recommendation: That the City Council:

Conduct a public hearing and subsequently introduce Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

Motion to Approve and Waive the Reading of the Ordinance by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.2 PUBLIC HEARING TO CONSIDER APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the CSD:

1. Conduct a Public Hearing to approve and adopt the following proposed resolutions:

Resolution No. CSD 2011-09

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

2. Approve and adopt the proposed Resolution No. CSD 2011-10;

Resolution No. CSD 2011-10

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone B (Residential Street Lighting) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

3. Approve and adopt the proposed Resolution No. CSD 2011-11 (Zone C);

Resolution No. CSD 2011-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

4. Approve and adopt the proposed Resolution No. CSD 2011-12 (Zone D);

Resolution No. CSD 2011-12

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

5. Approve and adopt the proposed Resolution No. CSD 2011-13 (Zone E);

Resolution No. CSD 2011-13

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

6. Approve and adopt the proposed Resolution No. CSD 2011-14 (Zone E-1A);

Resolution No. CSD 2011-14

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

7. Approve and adopt the proposed Resolution No. CSD 2011-15 (Zone E-3A);

Resolution No. CSD 2011-15

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

8. Approve and adopt the proposed Resolution No. CSD 2011-16 (Zone E-4A);

Resolution No. CSD 2011-16

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

9. Approve and adopt the proposed Resolution No. CSD 2011-17 (Zone M);

Resolution No. CSD 2011-17

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

10. Approve and adopt the proposed Resolution No. CSD 2011-18 (Zone S);

Resolution No. CSD 2011-18

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

E.3 PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2011/2012 ANNUAL RATES (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice; and

2. Adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

Resolution No. 2011-56

A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. 2011-57 establishing the appropriations limit at $89,463,807 for the City of Moreno Valley for Fiscal Year 2011-12.

Resolution No. 2011-57

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2011-12

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

President Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. CSD 2011-19 establishing the appropriations limit at $14,416,480 for the Moreno Valley Community Services District for Fiscal Year 2011-12.

Resolution No. CSD 2011-19

A Resolution of the Moreno Valley Community Services District Establishing the Appropriations Limit for Fiscal Year 2011-12

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

E.6 A PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA10-0035) TO IMPLEMENT NEW DESIGN

STANDARDS TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT (Report of: Community and Economic Development Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. RECOGNIZE that PA10-0035 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

2. Introduce Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

Motion to Approve and Waive the Reading of the Ordinance by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.7 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT - PROJECT NO. 11-41570225 (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Pete Bleckert.

Recommendation: That the City Council:

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor

Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; That the Acquisition and Taking of the Easements In the Herein-Described Property is Necessary for the Project; That the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024]; and

Resolution No. 2011-58

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easement in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

ADJOURNED REGULAR MEETING
RECONVENED SPECIAL MEETING

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

None

AGENDA ORDER

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

Radene Ramos Hiers
1. City Manager's salary
2. Soil contamination in District 4
3. Shift of financial responsibility from developers to taxpayers

Marcia Amino
1. City Manager's salary
2. *Bloomberg* article
3. Economic Development Plan

Kenny Bell
1. Jobs
2. Public outbursts at City Council meetings
3. Housing inspections

Pete Bleckert
1. Road Commissioner
2. Edgemont representation
3. Perris Blvd. improvements
4. Electric company missing documents
5. Will do what is necessary to save his reputation

Scott Heveran
1. Public safety
2. Checkpoints
3. Graffiti Removal Program

MV00108543

4. Red light cameras
5. Important to look after our children

Sue Gilchrist
1. Moreno Valley Equestrian Center sound study
2. Roy Rogers Rangers event
3. Claim filed with City Clerk

Deanna Reeder
1. Aquabella Project
2. Skechers
3. Right to speak

AGENDA ORDER

G. REPORTS

G.3 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

President Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for a proposed increase in the CSD Zone D annual parcel charge for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

G.4 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED SUB-ZONES FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE (Report of: Public Works Department)

President Stewart opened the agenda item for public comments, which were received from Jeff Giba (Hidden Springs), Aja Smith (Moreno Valley Ranch), Deanna Reeder (All zones, E3), and Marcia Amino (Hidden Springs).

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for the proposed increase in the

CSD Zone E annual parcel charge for Zone E-1 (TownGate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East) landscape areas.

H. LEGISLATIVE ACTIONS

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
None

Mayor Pro Tem Molina
None

Council Member Co
None

Mayor Stewart
1. Recent murder is suspected to be gang related; extra gang officers have been assigned
2. Hidden Springs Residents Committee meetings
3. Look at cap for CSD zone administrative and inspection fees
4. Landscaping is a local tract issue
5. Congratulated Pete Bleckert for his recent Masonic recognition

CLOSED SESSION - NONE

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:39 p.m. by unanimous informal consent.

Submitted by:

_____

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

MV00108546

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 28, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of June 8 – 21, 2011.

Reports on Reimbursable Activities June 8 – 21, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	6/11/11	Masonic Lodge #804 50th Anniversary
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	6/11/11	Masonic Lodge #804 50th Anniversary

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: Waste Management of the Inland Empire FY 2011/2012 Rate Adjustment

RECOMMENDED ACTION

Staff recommends that the City Council approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

BACKGROUND

Waste Management of the Inland Empire has had an exclusive agreement with the City of Moreno Valley for the collection, transportation, recycling, and disposal of solid waste since April of 1991. The terms and conditions of the original contract were renegotiated and adopted on July 1, 2008. As part of this agreement, the Contractor Service Rates are to be adjusted annually to reflect changes in the Consumer Price Index (CPI), disposal (e.g. tipping fees or tonnage increases), changes in service, and extraordinary costs. The City Council has the authority to approve these annual rate adjustments.

DISCUSSION

The franchise agreement with Waste Management of the Inland Empire stipulates that annual CPI adjustment shall be made effective the first day of July of each calendar year and other adjustments such as tipping fees, service costs, and extraordinary costs, shall be made effective as they occur. The agreement with Waste Management states that the CPI shall be derived by multiplying the service component (Waste Management's cost to provide service to Moreno Valley) by the percentage increased or decreased in the CPI for March of the immediate preceding year. The CPI adjustment for FY 2011/2012 of 2.997% and the decrease in household disposal results in a residential service component rate increase of $0.10 per month, per home. The average

pounds per household decreased by 8% for refuse and increased by 3% for green waste

Waste Management, Inc. processes green waste by transporting it to BP John who ultimately transports it to Colmac to be processed as transformation (waste-to-energy). BP John has decreased their cost for processing green waste for FY 2011-12.

Additionally, an additional decrease of $0.03 has been applied to the disposal component to account for the 2010 estimated annual rebate amount for the bulky item program. This rebate is administered by the Riverside County Waste Management Department under a program initiated in 1999 that provides a rebate for waste services program that include bulky item pick-up services. The net effect of the decreased pounds per household and bulky item rebate is a disposal component rate decrease of $0.35 per month, per home.

Accordingly, with a decrease in the disposal component of $0.35 and an increase in the residential service component of $0.45 per month, the new monthly residential rate reflects a total change of an increase of $0.10 and the new rate is $21.21.

Along with an increase attributable to the CPI, there has been an increase in the total tons of commercial waste from 26,751 tons to 26,793 tons, resulting in an overall increase for commercial rates. The attached exhibit shows details of the proposed new fees for FY 2011/2012 for all classifications.

ALTERNATIVES

1. Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

2. Do not approve the Waste Management of the Inland Empire proposed FY 2011/2012 Rate Adjustment. *This could result in Waste Management's inability to continue to perform their service as per the contract specifications and would jeopardize the City's agreement with Waste Management.*

FISCAL IMPACT

The City receives a 12.13% franchise fee on all monies collected by Waste Management of the Inland Empire. Any increase or decrease in rates has a proportionate effect on revenues received by the City. Any decrease in the current rates would negatively affect the general fund.

CITY COUNCIL GOALS

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

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and

executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Exhibit "A": City of Moreno Valley Summary of Refuse/Recycling Rates as of July 1, 2011.

Prepared By:
Ariana Ayala
Management Analyst

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY OF MORENO VALLEY
SUMMARY OF REFUSE/RECYCLING RATES
AS OF JULY 1, 2011

	03/2010	03/2011	Change	% of Change	
CPI	225.48	232.24	6.76	2.997%	2.997%
Total 2010-2011 Service Adjustment					**2.997%**

CURBSIDE RESIDENTIAL SERVICE

Basic Service	
Single Family Rate	$21.21
Senior Citizen Discount Rate	$19.09
Optional Residential Refuse Charges	
"Hard-to-Service" Areas	1.5x approved rate
Container changes in excess of once per year	$10.26
Additional bulky item pickup (in excess of one item weekly)	$16.54 minimum
Commercial bin service in lieu of residential curbside collection service	Approved commercial rates
Additional 35-gallon refuse container	$3.67 /per month
Additional 64-gallon refuse container	$4.77 / per month
Additional 64-gallon greenwaste container	N/C
Additional 96-gallon refuse container	$6.36 / per month
Additional 96-gallon greenwaste container	$5.86 / per month
Additional 96-gallon recycling container	$2.38 /per month
Per bag charge for trash beyond allowable periodic excess collections	$2.57
Curbside E-waste pickup (over 3 free)	$16.54
Temporary bin service (up to 7 days)	$128.20
Temporary bin service (30 days)	$282.95
Set up fee	$12.41

MULTI-FAMILY REFUSE SERVICE

		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	80.77	145.45	206.15	264.94	327.59	388.31
2.0 Cubic Yard	One	93.84	169.04	239.55	307.93	380.71	451.26
3.0 Cubic Yard	One	119.97	216.06	306.34	393.94	486.90	577.15
4.0 Cubic Yard	One	152.87	275.43	390.51	502.24	620.66	735.75
6.0 Cubic Yard	One	193.16	349.76	497.46	641.10	792.90	940.58

COMMERCIAL REFUSE SERVICE

		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	80.77	145.45	206.15	264.94	327.59	388.31
2.0 Cubic Yard	One	93.84	169.04	239.55	307.93	380.71	451.26
3.0 Cubic Yard	One	119.97	216.06	306.34	393.94	486.90	577.15
4.0 Cubic Yard	One	152.87	275.43	390.51	502.24	620.66	735.75
6.0 Cubic Yard	One	193.16	349.78	497.46	641.10	792.90	940.58

COMMERCIAL COMPACTOR SERVICE

(CPI applied to service rate + 3X disposal rate)		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	102.48	188.87	271.28	351.78	436.14	518.56
2.0	One	122.79	226.93	326.39	423.72	525.44	624.94
3.0	One	163.38	302.90	436.59	567.62	704.00	837.67
4.0	One	210.76	391.22	564.19	733.80	910.11	1,083.11

OPTIONAL COMMERCIAL REFUSE CHARGES

Temporary Bin Service (up to 7 days)	$ 128.19
Temporary Bin Service (30 days)	$ 282.95
Extra Empty - First Bin	$ 51.58
Extra Empty Additional Bins	$ 22.11
Handling Charge (Pull Outs)	
Per Month, Per Bin - 16 - 35 Feet	
16-35 Feet	$ 14.87
36-50 Feet	$ 22.30
OVER 51 Feet	$ 29.73
Locking Container	$ 37.17
Restart Fee	$ 44.60
Special Bin/Container Lid	$ 14.67
Overage Fees	$ 51.60
Bin Exchange	$ 74.23
Bulky Item Collection	$ 16.54
Set Up Fee	$ 25.65
Redelivery Fee	$ 51.69

COMMERCIAL RECYCLING SERVICE

		Pick-ups per Week	
Size	QTY	One	Two
All Sizes	One	$ 62.62	$ 125.24

(disposal component = 0)

EXHIBIT A

CITY OF MORENO VALLEY
SUMMARY OF REFUSE/RECYCLING RATES
AS OF JULY 1, 2011

ROLLOFF REFUSE SERVICES

Hauling Fee	$	210.91	+ landfill fees
Compactor Hauling Fee	$	304.87	+ landfill fees
Monthly Minimum Pull Fee (rolloff)	$	210.91	
Monthly Minimum Pull Fee (compactor)	$	304.87	
Temporary Flat Fee (includes 4 tons)	$	367.37	+ landfill fees over 4 tons
C&D Flat Fee (4 includes tons)	$	367.37	+ landfill fees over 4 tons
Co-mingle C&D Haul Fee	$	403.90	+landfill fees
Delivery	$	73.50	
Extra Trip	$	73.50	
Relocation	$	73.50	
Set Up Fee	$	25.85	

MV00108552

CITY OF MORENO VALLEY
SUMMARY OF REFUSE/RECYCLING RATES
AS OF JULY 1, 2011

DISPOSAL COMPONENTS OF RATES

RESIDENTIAL DISPOSAL COMPONENT

		TRASH	GREEN WASTE
Pounds per household per week		49 15	21.99
Pounds-to-tons factor	÷	2,000 00	2,000 00
Monthly factor	x	4 33	4.33
Riverside County landfill rate as of 7/1/11	x	34.37	$29 00
Franchise fee factor	÷	0.8787	0.8787
Monthly Disposal Component for One Residential Household		4.16	$1 57
Less Bulky Good Disposal Credit - 2011 year credit (Est.)		(0 03)	
Total Combined Disposal Rate		5.70	

COMMERCIAL DISPOSAL COMPONENT

	2010	2011	Change
Tonnage	26,751.93	26,793 73	41.80
Disposal Gate Fee	$ 34.37	$ 34.37	
Franchise Fee Factor	87.87%	87.87%	
Total Cost	$ 1,046,391	$ 1,048,026	0.16%

SCHEDULE CALCULATION:
DISPOSAL COMPONENT MULTIPLIED BY SIZE, QUANTITY, AND FREQUENCY

		Pick-ups per Week					
Size	Qty	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	10.85	21.71	32.56	43.42	54.27	65.13
2.0	One	14.47	28.94	43.42	57 90	72.36	86.84
3.0	One	21.71	43.42	65.13	86.84	108 65	130.26
4.0	One	28.94	57 90	86.84	115 78	144.72	173 68
6.0	One	43.42	86.84	130.26	173.68	217 09	260.51

Start here

SERVICE COMPONENT OF RATES
(Rate less Disposal Component)

RESIDENTIAL CURBSIDE SERVICE

Single Family Rate $15.508

COMMERCIAL REFUSE SERVICE

		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	$69.92	$123.74	$173.59	$221.53	$273.32	$323.19
2.0	One	$79.37	$140.10	$196.13	$250.03	$308.35	$364.42
3.0	One	$98.26	$172.65	$241.21	$307.10	$378.35	$446.89
4.0	One	$123.93	$217.54	$303.67	$386.46	$475.94	$562.07
6.0	One	$149.75	$262.92	$367.20	$467.42	$575.81	$680.07

MV00108553

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

4. Accept the improvements into the City's maintained road system.

BACKGROUND

On January 11, 2011, the City Council awarded the construction contract to Mamco, Inc. for the Dracaea Avenue Sidewalk Improvements project. A purchase order in the amount of $148,898.99 (the bid amount of $119,119.19 plus 25% contingency of $29,779.80) was issued to the Contractor. A Notice-to-Proceed was issued to the Contractor to start the construction on March 28, 2011.

DISCUSSION

Mamco, Inc. completed the construction of Dracaea Avenue Sidewalk Improvements on May 6, 2011. The project provided the unimproved area on the north side of Dracaea Avenue between Morrison Street and Mascot Lane with new curb, gutter, sidewalk, and asphalt concrete pavement. The project also reconstructed the access ramp on the northeast corner of Dracaea Avenue and Morrison Street and two access ramps at the Valley View High School entrance on Dracaea Avenue. The project enhances safety for students walking to and from Mountain View Middle School and Valley View High School.

The Contractor completed the project at a total construction cost of $130,193.34 inclusive of Contract Change Orders No. 1 and No. 2 of $11,074.15. The final contract total cost did not exceed the approved purchase order amount of $148,898.99. The project was completed ahead of schedule, within budget, and in accordance with project's contract documents.

ALTERNATIVES

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and accept the improvements into the City's maintained road system. *This alternative will result in payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and is financed by Measure A (Fund 125) and SR2S grant which reimburses up to 82% of the project's costs There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Funds (Account No. 125.67129)	$238,710
SR2S Grant	$210,000
Local Match (Measure A, Fund 125)	$28,710
Total Available Funds	$238,710

PROJECT'S COSTS:

In-House Design	$38,000.00
Construction	$130,194.00
Construction Surveying and Geotechnical/Material Testing	$13,550.00
City Staff Construction Administration/Engineering and Inspection	$25,000.00
Total Project's Costs	$206,744.00

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvement are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project improves the north side of Dracaea Avenue between Morrison Street and Mascot Lane to provide sidewalk, curb and gutter, pavement, access ramp replacement, and enhance safety for students and drivers. The City Council is requested to approve the award of the construction contract to Mamco, Inc.

ATTACHMENTS

Attachment "A" – Location Map

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang- 10-12567129 - Dracaea Avenue Sidewalk Improvememts (SR2S)\CC Reports\Notice of Completion\NOC staff report CC 6-28-11.doc

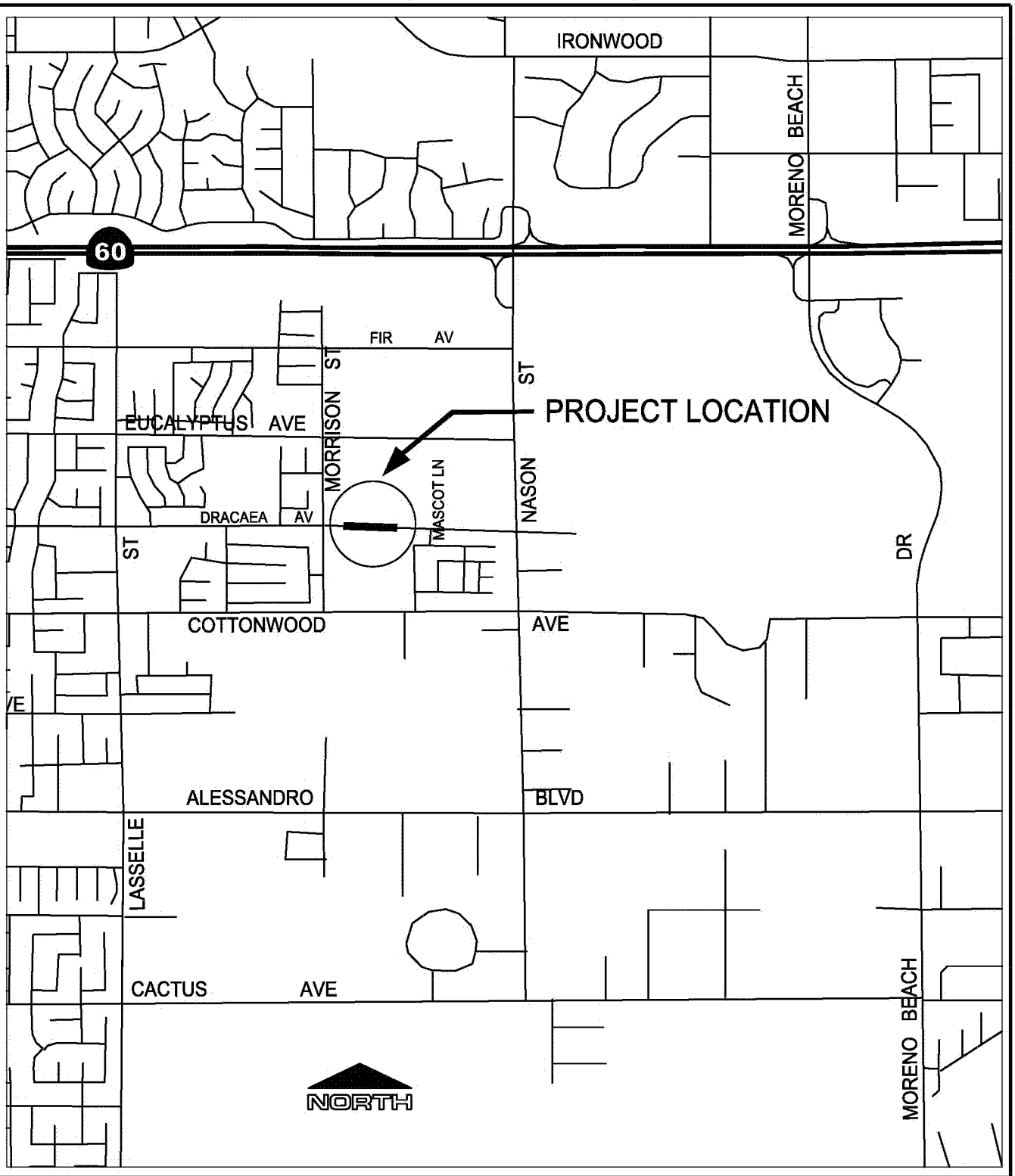

CITY OF MORENO VALLEY
DECEMBER 3, 1984

SIDEWALK IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

DRACAEA AVENUE
BETWEEN MORRISON ST. AND MASCOT LN.
PROJECT NO. 10-12567129

ATTACHMENT "A"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 28, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR APRIL, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-63
Check Register for Month of April, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-63

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
APPROVING THE CHECK REGISTER
FOR THE MONTH OF APRIL, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period April 1, 2011 through April 30, 2011, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period April 1, 2011 through April 30, 2011, in the total amount of $13,104,818.91 is approved.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

MV00108562

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

AEI-CASC ENGINEERING			Remit to: **COLTON**	**CA**
4/4/2011	882398	184,125.49		
			CONSULTING SVCS-WQMP	1,917.60
			CONSULTING SVCS-WQMP	1,462.25
			IRONWD AVE/DAY ST-BARCLAY PROJ	80,003.98
			IRONWD AVE/DAY ST-BARCLAY PROJ	100,741.66
	Vendor Total	**184,125.49**		
FYTD for AEI-CASC ENGINEERING		**224,603.69**		
AFTERSCHOOL STORE.COM			Remit to: **PALMDALE**	**CA**
4/18/2011	207426	42,567.48		
			AFTERSCHOOL SNACKS-STARS	32,382.10
			AFTERSCHOOL SNACKS-STARS	10,185.38
	Vendor Total	**42,567.48**		
FYTD for AFTERSCHOOL STORE.COM		**276,744.34**		
BARCO ASSIGNMENTS LTD.			Remit to: **BELLEVILLE, ST MICHA**	*****
4/11/2011	207321	260,696.00		
			SETTLEMENT-ANNUITY PURCH.	260,696.00
	Vendor Total	**260,696.00**		
FYTD for BARCO ASSIGNMENTS LTD.		**260,696.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.			Remit to: **SAN CLEMENTE**	**CA**
4/25/2011	882582	40,984.18		
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT A	850.50
			LANDSCAPE MAINT-SCE/OLD LAKE R	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-STARS	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			LANDSCAPE MAINT-E4	85.00
Vendor Total		**40,984.18**		
FYTD for BEMUS LANDSCAPE, INC.		**472,744.47**		
BURKE, WILLIAMS & SORENSEN, LLP.			Remit to: **LOS ANGELES**	**CA**
4/11/2011	882489	26,191.50		
			LEGAL SERVICES-HR	13,946.64
			LEGAL SERVICES-HR	12,159.36
			LEGAL SERVICES-HR	85.50
Vendor Total		**26,191.50**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		**73,196.30**		
BURLINGTON COAT FACTORY			Remit to: **BURLINGTON**	**NJ**
4/7/2011	110404	75,000.00		
			PARTICIPATION AGREEMNT FY09-10	75,000.00
Vendor Total		**75,000.00**		
FYTD for BURLINGTON COAT FACTORY		**75,000.00**		
CARBULLIDO, BETTY ANN			Remit to: **MORENO VALLEY**	**CA**
4/11/2011	207326	38,351.00		
			PROP IMPRVMNT/SEVERANCE DMGS	38,351.00
Vendor Total		**38,351.00**		
FYTD for CARBULLIDO, BETTY ANN		**38,351.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.T. ENVIRONMENTAL			Remit to: **HERMOSA BEACH** **CA**	
4/11/2011	207346	39,290.00		
			REFUND-PLANNING FEES	39,290.00
Vendor Total		**39,290.00**		
FYTD for E.T. ENVIRONMENTAL		**63,800.00**		
EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS** **CA**	
4/25/2011	207532	28,549.43		
			WATER CHARGES	1,033.71
			WATER CHARGES	932.37
			WATER CHARGES	239.44
			WATER CHARGES	733.91
			WATER CHARGES	4,598.96
			WATER CHARGES	1,180.38
			WATER CHARGES	1,228.84
			WATER CHARGES	2,343.62
			WATER CHARGES	2,364.68
			WATER CHARGES	5,773.44
			WATER CHARGES	1,270.84
			WATER CHARGES	185.90
			WATER CHARGES	758.04
			WATER CHARGES	1,705.64
			WATER CHARGES	128.80
			WATER CHARGES	1,024.99
			WATER CHARGES	684.76
			WATER CHARGES	181.24
			WATER CHARGES	277.79
			WATER CHARGES	240.58
			WATER CHARGES	242.13
			WATER CHARGES	900.43
			WATER CHARGES	518.94
Vendor Total		**28,549.43**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,172,152.33**		
EMPLOYMENT DEVELOPMENT DEPARTMENT			Remit to:	
4/8/2011	2837	34,615.52		
			STATE INCOME TAX W/H 4/8/11	34,615.52
4/22/2011	2845	33,052.64		
			STATE INCOME TAX W/H 4/22/11	33,052.64
Vendor Total		**67,668.16**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**907,814.88**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
H & H GENERAL CONTRACTORS			Remit to: **HIGHLAND** **CA**	
4/11/2011	207359	360,254.52		
			MV UTIL. PROJ CONSTRUCT. SVCS	155,997.90
			MV UTIL. PROJ CONSTRUCT. SVCS	204,256.62
	Vendor Total	**360,254.52**		
FYTD for H & H GENERAL CONTRACTORS		**844,928.64**		
INLAND EMPIRE SMALL BUSINESS DEV.CENTER			Remit to: **SAN BERNARDINO** **CA**	
4/18/2011	207453	25,000.00		
			BUSINESS COUNSELING SVCS-EDD	12,500.00
			BUSINESS COUNSELING SVCS-EDD	12,500.00
	Vendor Total	**25,000.00**		
FYTD for INLAND EMPIRE SMALL BUSINESS DEV.CENTER		**35,000.00**		
INTERNAL REVENUE SERVICE			Remit to:	
4/8/2011	2836	138,895.21		
			FED INCOME TAX W/H 4/8/11	138,895.21
4/22/2011	2844	134,396.63		
			FED INCOME TAX W/H 4/22/11	134,396.63
	Vendor Total	**273,291.84**		
FYTD for INTERNAL REVENUE SERVICE		**2,921,441.54**		
KDM MERIDIAN, INC.			Remit to: **LAKE FOREST** **CA**	
4/18/2011	882546	36,515.00		
			ADA COMPLIANT CURB RAMP UPGRDS	33,044.00
			DAY ST WIDENING/EUCALYPTUS AVE	3,471.00
	Vendor Total	**36,515.00**		
FYTD for KDM MERIDIAN, INC.		**57,657.50**		
LAW OFFICES OF GARY S. BENNETT			Remit to: **LAGUNA HILLS** **CA**	
4/11/2011	207371	350,000.00		
			SETTLEMENT	350,000.00
	Vendor Total	**350,000.00**		
FYTD for LAW OFFICES OF GARY S. BENNETT		**350,000.00**		
LIM & NASCIMENTO ENGINEERING CORP.			Remit to: **CHICAGO** **IL**	
4/25/2011	207548	61,073.05		
			PERRIS BL WIDENING FROM RAM XP	26,828.35
			PERRIS BL WIDENING FROM RAM XP	34,244.70
	Vendor Total	**61,073.05**		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		**306,370.89**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY			Remit to: **HEMET**	**CA**
4/18/2011	207463	52,255.92		
			ELECTRICITY	132.28
			ELECTRICITY	828.31
			ELECTRICITY	237.64
			ELECTRICITY	1,716.70
			ELECTRICITY	9,392.16
			ELECTRICITY	9,244.95
			ELECTRICITY	2,488.25
			ELECTRICITY	4,581.85
			ELECTRICITY	709.58
			ELECTRICITY	1,666.13
			ELECTRICITY	12,115.51
			ELECTRICITY	7,028.53
			ELECTRICITY	191.01
			ELECTRICITY	126.81
			ELECTRICITY	81.52
			ELECTRICITY	61.14
			ELECTRICITY	61.14
			ELECTRICITY	127.77
			ELECTRICITY	68.06
			ELECTRICITY	1,396.58
	Vendor Total	**52,255.92**		
FYTD for MORENO VALLEY UTILITY		**686,120.43**		
NOBLE AMERICAS ENERGY SOLUTIONS			Remit to: **PASADENA**	**CA**
4/11/2011	207381	76,719.98		
			ENERGY SERVICE CHARGES	76,719.98
	Vendor Total	**76,719.98**		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		**239,874.64**		
ORANGE COAST TITLE COMPANY			Remit to: **ONTARIO**	**CA**
4/21/2011	110409	29,600.00		
			J.&F.MACIAS-13811 BELLCREST CT	29,600.00
	Vendor Total	**29,600.00**		
FYTD for ORANGE COAST TITLE COMPANY		**935,258.54**		
PERS HEALTH INSURANCE			Remit to: **SACRAMENTO**	**CA**
4/7/2011	110402	215,157.99		
			EMPLOYEE HEALTH INS 4/7/11	215,157.99
	Vendor Total	**215,157.99**		
FYTD for PERS HEALTH INSURANCE		**2,031,678.25**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT				Remit to: **SACRAMENTO** **CA**	
	4/1/2011	2829	205,782.18		
				PERS RETIREMENT 4/1/11	205,782.18
	4/15/2011	2838	201,566.16		
				PERS RETIREMENT 4/15/11	201,566.16
	4/29/2011	2847	202,150.80		
				PERS RETIREMENT 4/29/11	202,150.80
	Vendor Total		**609,499.14**		
FYTD for PERS RETIREMENT			**4,397,013.92**		
RIV CO FLOOD CONTROL & WATER CONSERVATN				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207393	75,959.62		
				COST SHARING CONSULTANT SVCS	75,959.62
	Vendor Total		**75,959.62**		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN			**94,419.22**		
RIVERSIDE CONSTRUCTION COMPANY, INC				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	882457	366,115.50		
				IRONWD AVE ST/STORM DRAIN PROJ	47,350.80
				IRONWD AVE ST/STORM DRAIN PROJ	78,161.10
				IRONWD AVE ST/STORM DRAIN PROJ	21,707.87
				IRONWD AVE ST/STORM DRAIN PROJ	218,895.73
	4/18/2011	882561	239,056.20		
				IRONWD AVE-DAY TO BARCLAY PROJ	239,056.20
	4/7/2011	110405	40,679.50		
				RETENTN PYMT PER ESCROW AGRMNT	40,679.50
	4/26/2011	110410	26,561.80		
				RETENTN PYMT PER ESCROW AGRMNT	26,561.80
	Vendor Total		**672,413.00**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**2,955,545.50**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF			Remit to: **RIVERSIDE**	**CA**
4/4/2011	882458	2,459,147.63		
			CONTRACT LAW ENF BILL #6	44,075.23
			CONTRACT LAW ENF BILL #6	237.06
			CONTRACT LAW ENF BILL #6	1,312,933.23
			CONTRACT LAW ENF BILL #6	52,725.78
			CONTRACT LAW ENF BILL #6	352,615.20
			CONTRACT LAW ENF BILL #6	6,281.44
			CONTRACT LAW ENF BILL #6	74,918.51
			CONTRACT LAW ENF BILL #6	2,490.89
			CONTRACT LAW ENF BILL #6	72,093.73
			CONTRACT LAW ENF BILL #6	1,855.04
			CONTRACT LAW ENF BILL #6	168,256.47
			CONTRACT LAW ENF BILL #6	1,765.28
			CONTRACT LAW ENF BILL #6	267,159.75
			CONTRACT LAW ENF BILL #6	759.44
			CONTRACT LAW ENF BILL #6	31,712.20
			CONTRACT LAW ENF BILL #6	278.96
			CONTRACT LAW ENF BILL #6	43,707.80
			CONTRACT LAW ENF BILL #6	16,037.89
			CONTRACT LAW ENF BILL #6	8,730.69
			CONTRACT LAW ENF BILL #6	513.04
4/25/2011	882603	2,441,375.63		
			CONTRACT LAW ENF BILL #7	44,007.15
			CONTRACT LAW ENF BILL #7	579.56
			CONTRACT LAW ENF BILL #7	1,303,845.01
			CONTRACT LAW ENF BILL #7	58,853.78
			CONTRACT LAW ENF BILL #7	353,934.83
			CONTRACT LAW ENF BILL #7	5,401.44
			CONTRACT LAW ENF BILL #7	74,676.21
			CONTRACT LAW ENF BILL #7	7,427.17
			CONTRACT LAW ENF BILL #7	69,736.59
			CONTRACT LAW ENF BILL #7	1,097.36
			CONTRACT LAW ENF BILL #7	170,179.66
			CONTRACT LAW ENF BILL #7	3,308.80
			CONTRACT LAW ENF BILL #7	247,910.12
			CONTRACT LAW ENF BILL #7	7,420.87
			CONTRACT LAW ENF BILL #7	34,151.60
			CONTRACT LAW ENF BILL #7	221.76
			CONTRACT LAW ENF BILL #7	40,104.61
			CONTRACT LAW ENF BILL #7	2,451.61
			CONTRACT LAW ENF BILL #7	11,096.84
			CONTRACT LAW ENF BILL #7	4,690.82
			CONTRACT LAW ENF BILL #7	279.84
	Vendor Total	**4,900,523.26**		
FYTD for RIVERSIDE COUNTY SHERIFF		**22,414,946.15**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN PEDRO SIGN COMPANY				Remit to: **WILMINGTON** **CA**	
	4/18/2011	207499	285,300.00		
				AUTO MALL PYLON SIGN PROJECT	285,300.00
	Vendor Total		**285,300.00**		
FYTD for SAN PEDRO SIGN COMPANY			**285,300.00**		
SOCAL ENGINEERS, INC.				Remit to: **IRVINE** **CA**	
	4/18/2011	207481	85,257.00		
				SUNNYMD RNCH PKWY TRAF SIGNAL	85,257.00
	Vendor Total		**85,257.00**		
FYTD for SOCAL ENGINEERS, INC.			**85,257.00**		
SOCO GROUP, INC				Remit to: **PERRIS** **CA**	
	4/25/2011	882605	32,478.71		
				FUEL PURCHASE	6,815.54
				FUEL PURCHASE	9,014.77
				FUEL PURCHASE	8,386.38
				FUEL PURCHASE	8,262.02
	Vendor Total		**32,478.71**		
FYTD for SOCO GROUP, INC			**276,538.25**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **FULLERTON**	**CA**
4/4/2011	207278	114,000.00		
			TUBULAR STEEL POLE-RELOC/INSTL	114,000.00
4/4/2011	207279	27,725.95		
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	3,142.37
			WDAT CHARGES-GLOBE	7,038.45
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	1,825.29
			WDAT CHARGES-SUBSTATION	10,447.31
4/18/2011	207483	152,532.56		
			ELECTRICITY	664.21
			ELECTRICITY	114.73
			ELECTRICITY	254.29
			ELECTRICITY	65.01
			ELECTRICITY	823.16
			ELECTRICITY	1,047.87
			ELECTRICITY	139.68
			ELECTRICITY	2,238.58
			ELECTRICITY	966.67
			ELECTRICITY	862.78
			ELECTRICITY	2,637.15
			ELECTRICITY	136.87
			ELECTRICITY	1,163.42
			ELECTRICITY	21.11
			ELECTRICITY	95,903.97
			ELECTRICITY	40,204.60
			ELECTRICITY	4,906.38
			ELECTRICITY	85.91
			ELECTRICITY	44.03
			ELECTRICITY	23.51
			ELECTRICITY	45.97
			ELECTRICITY	64.02
			ELECTRICITY	73.51
			ELECTRICITY	45.13
4/25/2011	207576	34,199.13		
			ELECTRICITY	388.10
			ELECTRICITY	14,146.73
			ELECTRICITY	183.21
			ELECTRICITY	5,328.34
			ELECTRICITY	2,370.54
			ELECTRICITY	19.24
			ELECTRICITY	568.84
			ELECTRICITY	1,935.06
			ELECTRICITY	765.80
			ELECTRICITY	125.22
			ELECTRICITY	4,700.59
			ELECTRICITY	201.64
			ELECTRICITY	164.31
			ELECTRICITY	1,698.21
			ELECTRICITY	251.98
			ELECTRICITY	459.40
			ELECTRICITY	518.60

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	163.67
			ELECTRICITY	178.13
			ELECTRICITY	31.52
	Vendor Total	328,457.64		
FYTD for SOUTHERN CALIFORNIA EDISON		3,827,097.62		
STANDARD INSURANCE CO			Remit to: **PORTLAND**	**OR**
4/11/2011	207409	30,531.49		
			LIFE & DISABILITY INSURANCE	11,869.75
			LIFE & DISABILITY INSURANCE	18,525.04
			LIFE & DISABILITY INSURANCE	136.70
	Vendor Total	30,531.49		
FYTD for STANDARD INSURANCE CO		324,579.61		
U.S. BANK/CALCARDS			Remit to: **ST. LOUIS**	**MO**
4/13/2011	110406	65,032.15		
			CALCARD PYMT CYCLE END 4/7/11	65,032.15
4/28/2011	110411	117,455.41		
			CALCARD PYMT CYCLE END 4/22/11	117,455.41
	Vendor Total	182,487.56		
FYTD for U.S. BANK/CALCARDS		1,736,073.17		
WELLS FARGO CORPORATE TRUST			Remit to: **LOS ANGELES**	**CA**
4/25/2011	110407	997,737.74		
			2005 LRB SEMI-ANNL DEBT SVC	997,737.74
4/25/2011	110408	1,115,985.66		
			2007 TAX LRB SEMI-ANNL DBT SVC	1,115,985.66
	Vendor Total	2,113,723.40		
FYTD for WELLS FARGO CORPORATE TRUST		8,873,003.56		
WEST COAST STRUCTURES INC			Remit to: **RIVERSIDE**	**CA**
4/4/2011	207299	28,885.27		
			SUNNYMD BLVD PED ACCESS RAMP	28,885.27
	Vendor Total	28,885.27		
FYTD for WEST COAST STRUCTURES INC		28,885.27		
WRCRCA			Remit to: **RIVERSIDE**	**CA**
4/18/2011	207497	96,052.93		
			RESIDENT & COMM./INDUSTR FEES	5,740.00
			RESIDENT & COMM./INDUSTR FEES	90,312.93
	Vendor Total	96,052.93		
FYTD for WRCRCA		1,373,203.61		
	Subtotal	11,724,860.56		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS LESS THAN $25,000

COMPASS BANK				Remit to: **MORENO VALLEY**	**CA**
	4/18/2011	207421	154.51		
				REFUND-FALSE ALARM FEE	120.00
				REFUND-FALSE ALARM FEE	34.51
	Vendor Total		**154.51**		
FYTD for COMPASS BANK			**154.51**		
ROY, PATRICIA/PHILLIP				Remit to: **MORENO VALLEY**	**CA**
	4/25/2011	207500	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for ROY, PATRICIA/PHILLIP			**50.00**		
SMITH, NICKY				Remit to: **MORENO VALLEY**	**CA**
	4/18/2011	207422	152.80		
				REFUND-PICNIC SHLTR FEE	152.80
	Vendor Total		**152.80**		
FYTD for SMITH, NICKY			**152.80**		
99 CENT BARGAIN MART				Remit to: **MORENO VALLEY**	**CA**
	4/25/2011	207501	78.62		
				REFUND-BUS LIC OVRPMT	78.62
	Vendor Total		**78.62**		
FYTD for 99 CENT BARGAIN MART			**78.62**		
A & I REPROGRAPHICS	**2406362**			Remit to: **ONTARIO**	**CA**
	4/18/2011	207423	113.12		
				RPRGRPHC SVCS-60/NASON BRIDGE	45.15
				RPRGRPHC SVCS-BRIDGE MAINT.	654.57
				RPRGRPHC SVCS-BRIDGE MAINT.	-665.44
				RPRGRPHC SVCS-BRIDGE MAINT.	78.84
	4/25/2011	207502	482.98		
				RPRGRPHC SVCS-SHADOW MTN PARK	27.19
				RPRGRPHC SVCS-SR60/NASON INTER	455.79
	Vendor Total		**596.10**		
FYTD for A & I REPROGRAPHICS	**2406362**		**25,160.55**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
A N R INDUSTRIES, INC			Remit to: **SANTA FE SPRINGS CA**	
4/18/2011	207424	15,862.16		
			REHAB COSTS-24105 ROTHBURY DR	15,862.16
	Vendor Total	**15,862.16**		
FYTD for A N R INDUSTRIES, INC		**346,877.51**		
ACCESS SECURITY CONTROLS INT., INC.			Remit to: **TEMECULA CA**	
4/11/2011	207307	75.00		
			MONITORING SVCS-ERC	75.00
4/18/2011	207425	150.00		
			MONITORING SVCS-FAC STORAGE	75.00
			MONITORING SVCS-SNNYMD ELEM	75.00
	Vendor Total	**225.00**		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		**5,267.00**		
ACCOUNTEMPS			Remit to: **SAN FRANCISCO CA**	
4/11/2011	207308	2,225.74		
			TEMP SVCS-V ARGUTA W/E 3/11/11	2,225.74
	Vendor Total	**2,225.74**		
FYTD for ACCOUNTEMPS		**29,538.36**		
ADAMS, MARK L.			Remit to: **REDLANDS CA**	
4/4/2011	882396	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for ADAMS, MARK L.		**3,187.30**		
ADDICTION MEDICINE CONSULTANTS, INC.			Remit to: **REDLANDS CA**	
4/11/2011	207309	55.00		
			DRUG/ALCOHOL TESTING PRGM	55.00
	Vendor Total	**55.00**		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.		**1,430.00**		
ADLERHORST INTERNATIONAL INC.			Remit to: **RIVERSIDE CA**	
4/4/2011	882397	283.34		
			K9 TRAINING-PD	283.34
	Vendor Total	**283.34**		
FYTD for ADLERHORST INTERNATIONAL INC.		**19,744.09**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADMINSURE				Remit to: **DIAMOND BAR** **CA**	
	4/11/2011	207310	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**26,000.00**		
ADVANCED ELECTRIC				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207180	883.00		
				ELECTRIC REPAIRS-PARKS	130.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	135.00
				ELECTRIC REPAIRS-PARKS	66.00
				ELECTRIC REPAIRS-PARKS	215.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	89.00
	4/11/2011	207311	9,214.00		
				ELECTRIC REPAIRS-CONF & REC CT	6,205.00
				ELECTRIC REPAIRS-SENIOR CTR	891.00
				ELECTRIC REPAIRS-STARS BLDG	1,740.00
				ELECTRIC REPAIRS-POLICE	248.00
				ELECTRIC REPAIRS-POLICE	6.00
				ELECTRIC REPAIRS-PSB	124.00
	4/25/2011	207503	237.00		
				LIGHT REPAIRS-GOLF COURSE	237.00
	Vendor Total		**10,334.00**		
FYTD for ADVANCED ELECTRIC			**79,838.60**		
ADVANTAGE BUSINESS EQUIPMENT, INC				Remit to: **SAN DIEGO** **CA**	
	4/11/2011	882484	154.31		
				BLANK CHECK STOCK-FINANCE	1.38
				BLANK CHECK STOCK-FINANCE	152.93
	4/25/2011	882576	356.14		
				WYCOM SIGNATURE CHANGE	356.14
	Vendor Total		**510.45**		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC			**2,077.95**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AEI-CASC ENGINEERING				Remit to: **COLTON** **CA**	
	4/18/2011	882533	10,719.58		
				IRONWD AVE/DAY ST-BARCLAY PROJ	2,853.09
				IRONWD AVE/DAY ST-BARCLAY PROJ	7,866.49
	4/25/2011	882577	18,499.58		
				CONSULTING SVCS-WQMP	543.75
				CONSULTING SVCS-WQMP	1,917.60
				BOX SPRINGS RD IMPRVMNTS PROJ	16,038.23
	Vendor Total		**29,219.16**		
FYTD for AEI-CASC ENGINEERING			**224,603.69**		
AHLERS, ROSCEAL				Remit to: **HEMET** **CA**	
	4/11/2011	207312	190.00		
				INSTRUCTIONAL SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for AHLERS, ROSCEAL			**1,216.00**		
ALICEA, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207427	156.06		
				MILEAGE REIMBURSEMENT	78.54
				MILEAGE REIMBURSEMENT	77.52
	Vendor Total		**156.06**		
FYTD for ALICEA, RICHARD			**959.10**		
ALLIANZ LIFE INSURANCE CO				Remit to: **NEWARK** **NJ**	
	4/11/2011	207313	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**750.00**		
ALTERNATIVES TO DOMESTIC VIOLENCE				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207314	1,722.57		
				CDBG FUNDED SVCS-DOM VIOL	1,722.57
	4/18/2011	207428	1,904.85		
				CDBG SVCS-DOM VIOL SVCS	1,904.85
	Vendor Total		**3,627.42**		
FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE			**7,084.67**		
ALTOVA, INC				Remit to: **BEVERLY** **MA**	
	4/4/2011	207181	1,013.91		
				MISSIONKIT SOFTWARE-TECH SVCS	1,013.91
	Vendor Total		**1,013.91**		
FYTD for ALTOVA, INC			**1,013.91**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALVAREZ, EDDIE				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207182	450.00		
				REFUND-RNTL DEP 3/21/11	450.00
	Vendor Total		**450.00**		
FYTD for ALVAREZ, EDDIE			**450.00**		
ALVAREZ, JUAN C				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207504	210.00		
				SPORTS OFFICIATING SVCS	70.00
				SPORTS OFFICIATING SVCS	70.00
				SPORTS OFFICIATING SVCS	70.00
	Vendor Total		**210.00**		
FYTD for ALVAREZ, JUAN C			**210.00**		
AMERICAN BUILDING MAINTENANCE CO				Remit to: **LOS ANGELES** **CA**	
	4/4/2011	207183	45.12		
				REFUND-BUS LIC OVRPMT	45.12
	Vendor Total		**45.12**		
FYTD for AMERICAN BUILDING MAINTENANCE CO			**45.12**		
AMERICAN FORENSIC NURSES				Remit to: **PALM SPRINGS** **CA**	
	4/4/2011	882399	2,290.08		
				BLOOD DRAWS-PD	41.08
				BLOOD DRAWS-PD	2,249.00
	4/11/2011	882485	2,659.12		
				BLOOD DRAWS-PD	2,659.12
	4/25/2011	882578	2,382.12		
				BLOOD DRAWS-PD	82.16
				BLOOD DRAWS-PD	713.82
				BLOOD DRAWS-PD	1,586.14
	Vendor Total		**7,331.32**		
FYTD for AMERICAN FORENSIC NURSES			**29,072.34**		
AMERICAN QUICK PRINTING				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	882486	543.75		
				PRINTING SVCS-FIRE	543.75
	Vendor Total		**543.75**		
FYTD for AMERICAN QUICK PRINTING			**2,955.83**		
AMERICAN TOWERS				Remit to: **CHARLOTTE** **NC**	
	4/11/2011	207315	2,573.48		
				ATC TOWER LEASE-BOX SPRINGS	2,573.48
	Vendor Total		**2,573.48**		
FYTD for AMERICAN TOWERS			**18,014.36**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMTECH ELEVATOR SERVICES			Remit to: **ANAHEIM** **CA**	
4/11/2011	207316	121.92		
			ELEVATOR SVCS-CITY HALL	121.92
Vendor Total		**121.92**		
FYTD for AMTECH ELEVATOR SERVICES		**1,744.18**		
ANAYA, KIM REYE			Remit to: **REDLANDS** **CA**	
4/18/2011	207429	297.46		
			TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
Vendor Total		**297.46**		
FYTD for ANAYA, KIM REYE		**537.36**		
ANIMAL EMERGENCY CLINIC, INC.			Remit to: **GRAND TERRACE** **CA**	
4/25/2011	882579	145.00		
			EMERGENCY VET SVCS-ANML SHLTR	75.00
			EMERGENCY VET SVCS-ANML SHLTR	70.00
Vendor Total		**145.00**		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		**2,335.00**		
ANIMAL PEST MANAGEMENT SERVICES, INC.			Remit to: **CHINO** **CA**	
4/18/2011	207430	1,790.00		
			PEST CNTRL SVC-PARKS	665.00
			PEST CNTRL SVC-PARKS	255.00
			PEST CNTRL SVC-MVEC/MARCH FLD	330.00
			PEST CNTRL SVC-PAL	100.00
			PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF CTR	180.00
			PEST CNTRL SVC-STARS	100.00
Vendor Total		**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		**17,900.00**		
ARCHIPELAGO LIGHTING			Remit to: **MONTCLAIR** **CA**	
4/18/2011	882534	2,163.63		
			6' & 8' STREET SIGN KITS	2,163.63
Vendor Total		**2,163.63**		
FYTD for ARCHIPELAGO LIGHTING		**99,044.22**		
ARCHIVE MANAGEMENT SERVICE			Remit to: **RIVERSIDE** **CA**	
4/25/2011	882580	1,374.39		
			OFFSITE STORAGE-CITY CLERKS	1,374.39
Vendor Total		**1,374.39**		
FYTD for ARCHIVE MANAGEMENT SERVICE		**13,900.57**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARMANDO'S MEXICAN FOOD			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207184	22.22		
			REFUND-BUS LIC OVRPMT	22.22
Vendor Total		**22.22**		
FYTD for ARMANDO'S MEXICAN FOOD		**22.22**		
ARROWHEAD WATER			Remit to: **COLTON** **CA**	
4/4/2011	207185	175.02		
			WATER PURIF RNTL-ANML SHLTR	50.02
			WATER PURIF RNTL-SENIOR CTR	25.00
			WATER PURIF RNTL-SPCL DIST	25.00
			WATER PURIF RNTL-TS ANNEX	25.00
			WATER PURIF RNTL-FAC ANNEX	25.00
			WATER PURIF RNTL-CONF & REC CT	25.00
4/11/2011	207317	25.00		
			WATER PURIF RNTL-STARS	25.00
4/18/2011	207431	25.00		
			WATER PURIF RNTL-EOC	25.00
Vendor Total		**225.02**		
FYTD for ARROWHEAD WATER		**5,590.43**		
ASSISTANCE LEAGUE OF RIVERSIDE			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207318	10,000.00		
			CDBG FUNDED SVCS-CLOTHING PRGM	10,000.00
Vendor Total		**10,000.00**		
FYTD for ASSISTANCE LEAGUE OF RIVERSIDE		**20,000.00**		
AT & T STATE CALLING SERVICE			Remit to: **CAROL STREAM** **IL**	
4/18/2011	207432	4.48		
			PHONE CHARGES	4.48
Vendor Total		**4.48**		
FYTD for AT & T STATE CALLING SERVICE		**7.87**		
AT&T MOBILITY			Remit to: **CAROL STREAM** **IL**	
4/4/2011	207186	91.98		
			CELL PHONE SVCS-PD MBL CMND CT	91.98
Vendor Total		**91.98**		
FYTD for AT&T MOBILITY		**918.74**		
AT&T/MCI			Remit to: **WEST SACRAMENTO** **CA**	
4/4/2011	207187	183.36		
			COMMUNICATION SVCS-PD	183.36
Vendor Total		**183.36**		
FYTD for AT&T/MCI		**1,834.74**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AV GRAPHICS, INC.				Remit to: **LOS ANGELES** **CA**	
	4/25/2011	207505	2,630.63		
				ADMIN CITATIONS-PD	2,555.63
				ADMIN CITATIONS-SHIPPING	75.00
	Vendor Total		**2,630.63**		
FYTD for AV GRAPHICS, INC.			**5,325.63**		
AYALA, NANNERL A.				Remit to: **RIVERSIDE** **CA**	
	4/18/2011	207433	53.55		
				MILEAGE REIMBURSEMENT	53.55
	Vendor Total		**53.55**		
FYTD for AYALA, NANNERL A.			**563.49**		
AYARS, MARGARET E.				Remit to: **YUCAIPA** **CA**	
	4/4/2011	882400	318.73		
				APR '11, PD APR '11	318.73
	Vendor Total		**318.73**		
FYTD for AYARS, MARGARET E.			**3,506.03**		
B & H PHOTO - VIDEO, INC.				Remit to: **NEW YORK** **NY**	
	4/11/2011	207319	15,575.70		
				CAMERAS-MEDIA	9,585.00
				MEMORY CARDS-MEDIA	1,122.00
				MEMORY CARDS-MEDIA	885.00
				BATTERIES-MEDIA	375.00
				LED LIGHTS-MEDIA	194.85
				MOUNT-MEDIA	84.00
				CASES-MEDIA	298.00
				ROD SUPPORT-MEDIA	379.00
				CAMERA KIT-MEDIA	1,300.00
				MEMORY CARD-MEDIA	344.00
				CHARGERS-MEDIA	485.85
				ACHRO DIOPTER-MEDIA	449.00
				SALES TAX-MEDIA	1,356.40
				STEP-UP RING-MEDIA	74.00
				SALES TAX-MEDIA	6.48
				USED TAX ACCRUAL-MEDIA	-1,356.40
				USED TAX ACCRUAL-MEDIA	-6.48
	4/25/2011	207506	3,758.30		
				DIGITAL VOICE RECORDERS-PD	3,758.30
				DIGITAL VOICE RECORDERS-SALES	328.85
				USED TAX ACCRUAL-PD	-328.85
	Vendor Total		**19,334.00**		
FYTD for B & H PHOTO - VIDEO, INC.			**19,334.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BACHER, GRACE				Remit to: **HEMET** **CA**	
	4/4/2011	207188	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**3,108.52**		
BALANCIER, EARL				Remit to: **PERRIS** **CA**	
	4/11/2011	207320	684.00		
				INSTRUCTIONAL SVCS-18 DAYS	684.00
	Vendor Total		**684.00**		
FYTD for BALANCIER, EARL			**1,292.00**		
BANK OF AMERICA, N.A.				Remit to: **CHARLOTTE** **NC**	
	4/4/2011	207189	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for BANK OF AMERICA, N.A.			**290.00**		
BARWINSKI, CHRISTOPHER				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	882535	175.00		
				SPORTS OFFICIATING SVCS	105.00
				SPORTS OFFICIATING SVCS	70.00
	4/25/2011	882581	70.00		
				SPORTS OFFICIATING SVCS	70.00
	Vendor Total		**245.00**		
FYTD for BARWINSKI, CHRISTOPHER			**1,312.50**		
BASIC BACKFLOW				Remit to: **SAN BERNARDINO** **CA**	
	4/4/2011	882401	334.40		
				BACKFLOW TESTING-PARKS	60.00
				BACKFLOW TESTING-PARKS	60.00
				BACKFLOW TESTING-PARKS	214.40
	Vendor Total		**334.40**		
FYTD for BASIC BACKFLOW			**2,616.06**		
BELLA DOORS				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207507	99.65		
				REFUND-BUS LIC OVRPMT	99.65
	Vendor Total		**99.65**		
FYTD for BELLA DOORS			**99.65**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.			Remit to: **SAN CLEMENTE**	**CA**
4/4/2011	882402	2,945.27		
			LANDSCAPE MAINT-E4	82.04
			LANDSCAPE MAINT-E4	410.00
			LANDSCAPE MAINT-E4	420.00
			LANDSCAPE MAINT-E4	170.00
			LANDSCAPE MAINT-E3	240.00
			LANDSCAPE MAINT-E3	50.00
			LANDSCAPE MAINT-E3A	1,573.23
4/11/2011	882487	567.90		
			LANDSCAPE MAINT-E3	150.50
			LANDSCAPE MAINT-E4	57.40
			LANDSCAPE MAINT-E2	360.00
	Vendor Total	**3,513.17**		
FYTD for BEMUS LANDSCAPE, INC.		**472,744.47**		
BENESYST, INC.			Remit to: **MINNEAPOLIS**	**MN**
4/11/2011	207322	210.30		
			FLEX ADMIN SVCS-HR	210.30
	Vendor Total	**210.30**		
FYTD for BENESYST, INC.		**5,308.10**		
BIO-TOX LABORATORIES			Remit to: **RIVERSIDE**	**CA**
4/4/2011	207190	1,046.58		
			TOXICOLOGY TESTING-PD	1,046.58
4/25/2011	207508	9,212.80		
			TOXICOLOGY TESTING SVCS-PD	1,978.26
			TOXICOLOGY TESTING SVCS-PD	7,234.54
	Vendor Total	**10,259.38**		
FYTD for BIO-TOX LABORATORIES		**60,186.74**		
BLOSSOM SOFTWARE			Remit to: **BROOKLINE**	**MA**
4/25/2011	207509	300.00		
			SITE SEARCH SVCS-MEDIA	300.00
	Vendor Total	**300.00**		
FYTD for BLOSSOM SOFTWARE		**300.00**		
BOBO II, FELIX			Remit to: **MORENO VALLEY**	**CA**
4/18/2011	207434	103.02		
			MILEAGE REIMBURSEMENT	103.02
	Vendor Total	**103.02**		
FYTD for BOBO II, FELIX		**1,100.59**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BOSE, TIFFANY				Remit to: **CORONA** **CA**	
	4/11/2011	207323	89.25		
				MILEAGE REIMBURSEMENT	89.25
	4/25/2011	207510	53.04		
				MILEAGE REIMBURSEMENT	53.04
	Vendor Total		**142.29**		
FYTD for BOSE, TIFFANY			**237.15**		
BPC MEDIA WORKS, LLC				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207511	1,530.00		
				ADVERTISING SVCS-EDD	1,530.00
	Vendor Total		**1,530.00**		
FYTD for BPC MEDIA WORKS, LLC			**3,060.00**		
BRAY, JR., LYLE DEAN				Remit to: **CORONA** **CA**	
	4/11/2011	207324	608.00		
				INSTRUCTIONAL SVCS-16 DAYS	608.00
	Vendor Total		**608.00**		
FYTD for BRAY, JR., LYLE DEAN			**1,216.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.				Remit to: **WILLIAMSPORT** **PA**	
	4/4/2011	882403	598.05		
				MISC BOOKS-LIBRARY	95.86
				MISC BOOKS-LIBRARY	112.65
				MISC BOOKS-LIBRARY	21.96
				MISC BOOKS-LIBRARY	21.96
				MISC BOOKS-LIBRARY	247.43
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	33.06
				MISC BOOKS-LIBRARY	41.96
	4/11/2011	882488	191.91		
				MISC BOOKS-LIBRARY	41.98
				MISC BOOKS-LIBRARY	52.49
				MISC BOOKS-LIBRARY	53.66
				MISC BOOKS-LIBRARY	43.78
	4/18/2011	882536	1,380.02		
				MISC BOOKS-LIBRARY	79.49
				MISC BOOKS-LIBRARY	235.03
				MISC BOOKS-LIBRARY	172.62
				MISC BOOKS-LIBRARY	333.72
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	65.59
				MISC BOOKS-LIBRARY	42.78
				MISC BOOKS-LIBRARY	58.94
				MISC BOOKS-LIBRARY	21.36
				MISC BOOKS-LIBRARY	43.19
				MISC BOOKS-LIBRARY	115.36
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	68.98
				MISC BOOKS-LIBRARY	97.81
	Vendor Total		**2,169.98**		
FYTD for BRODART CO.			**33,841.20**		
BUCKINGHAM, STAN				Remit to: **TEMECULA** **CA**	
	4/4/2011	207191	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**3,187.30**		
BUILDERS SHOWCASE INTERIORS, INC				Remit to: **SAN DIEGO** **CA**	
	4/4/2011	207192	79.73		
				REFUND-BUS LIC OVRPMT	79.73
	Vendor Total		**79.73**		
FYTD for BUILDERS SHOWCASE INTERIORS, INC			**79.73**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUNKER FAMILY, LLC				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207512	14,100.00		
				REFUND-SECURITY DEP	14,100.00
	Vendor Total		**14,100.00**		
FYTD for BUNKER FAMILY, LLC			**14,100.00**		
BURKE, WILLIAMS & SORENSEN, LLP.				Remit to: **LOS ANGELES** **CA**	
	4/18/2011	882537	2,151.90		
				LEGAL SERVICES-HR	2,151.90
	Vendor Total		**2,151.90**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.			**73,196.30**		
CAIN, GREGORY				Remit to: **TAMPA** **FL**	
	4/4/2011	882404	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**3,187.30**		
CALIFORNIA BUILDING STANDARDS COMMISSION				Remit to: **SACRAMENTO** **CA**	
	4/11/2011	207325	126.00		
				SB 1473 FEES COLLECTED	126.00
	Vendor Total		**126.00**		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION			**1,459.80**		
CALIFORNIA FACILITY SPECIALTIES				Remit to: **SAN DIMAS** **CA**	
	4/25/2011	207513	3,495.00		
				WINCHES INSTALL-CONF & REC CTR	3,495.00
	Vendor Total		**3,495.00**		
FYTD for CALIFORNIA FACILITY SPECIALTIES			**6,513.00**		
CALIFORNIA WATERSHED ENGINEERING CORP.				Remit to: **ANAHEIM** **CA**	
	4/11/2011	882490	1,591.00		
				CONSULTING SVCS-NPDES	1,591.00
	Vendor Total		**1,591.00**		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.			**9,467.50**		
CAMPOS, CHARITY				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207193	200.00		
				REFUND-RNTL DEP 3/12/11	200.00
	Vendor Total		**200.00**		
FYTD for CAMPOS, CHARITY			**200.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CANNON, ANA M.				Remit to: **HASLET** **TX**	
	4/4/2011	882405	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CANNON, ANA M.			**3,012.75**		
CANON FINANCIAL SERVICES, INC.				Remit to: **CHICAGO** **IL**	
	4/4/2011	207194	7,590.68		
				COPIERS-LEASE	7,059.29
				COPIERS-LEASE SALES TAX	531.39
	Vendor Total		**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.			**75,906.80**		
CARPIO, MARIO				Remit to: **SUN CITY** **CA**	
	4/4/2011	207195	40.00		
				REFUND-RABIES DEPOSIT	40.00
	Vendor Total		**40.00**		
FYTD for CARPIO, MARIO			**40.00**		
CARTER, KEIYANA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207514	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for CARTER, KEIYANA			**95.00**		
CARTER, ROSALYN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882406	318.73		
				MAR '11, PD APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CARTER, ROSALYN			**3,281.37**		
CASSEL, MARY ANN				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207515	75.00		
				INSTRUCTOR SVCS-CPR/1ST AID	75.00
	Vendor Total		**75.00**		
FYTD for CASSEL, MARY ANN			**450.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX				Remit to: **ONTARIO** **CA**	
	4/25/2011	207516	1,301.18		
				CEMENT PURCHASE	339.74
				CEMENT PURCHASE	281.81
				CEMENT PURCHASE	329.95
				CEMENT PURCHASE	349.68
	Vendor Total		**1,301.18**		
FYTD for CEMEX			**8,141.22**		
CHACON'S UPHOLSTERY				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207196	340.00		
				SEAT REPAIR-PW M&O	340.00
	Vendor Total		**340.00**		
FYTD for CHACON'S UPHOLSTERY			**340.00**		
CHANCY, CHIZURU				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207517	251.85		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	41.25
				INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
				INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
				INSTRUCTOR SVCS-HAWAIIAN DANCE	23.40
	Vendor Total		**251.85**		
FYTD for CHANCY, CHIZURU			**1,304.85**		
CHANDLER ASSET MANAGEMENT, INC				Remit to: **SAN DIEGO** **CA**	
	4/25/2011	882583	8,827.00		
				INVESTMENT MGT SVCS	8,827.00
	Vendor Total		**8,827.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**88,138.00**		
CHAPMAN, STEVE				Remit to: **REDLANDS** **CA**	
	4/4/2011	207197	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**3,187.30**		
CHAPPELL, ISAAC				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882407	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHICAGO TITLE COMPANY				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207198	750.00		
				TITLE REPORT	750.00
	Vendor Total		**750.00**		
FYTD for CHICAGO TITLE COMPANY			**750.00**		
CHRISTIAN, OWEN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882408	229.88		
				RETIREE MED APR '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**2,086.70**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION			Remit to: **ONTARIO** **CA**	
4/4/2011	882409	153.75		
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
4/11/2011	882491	114.00		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-GOLF COURSE	5.56
4/18/2011	882538	114.00		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-TRFFC MAINT	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-GOLF CRS STAF	5.56
4/25/2011	882584	629.34		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-EQUIP MAINT	22.40
			UNIFORM RNTL SVC-EQUIP MAINT	30.80
			UNIFORM RNTL SVC-EQUIP MAINT	27.20
			UNIFORM RNTL SVC-EQUIP MAINT	39.10
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	9.92
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	6.46
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	57.58

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.58
			UNIFORM RNTL SVC-GOLF COURSE	5.56
			UNIFORM RNTL SVC-GOLF COURSE	5.56
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRAFFIC MAINT	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
	Vendor Total	**1,011.09**		
FYTD for CINTAS CORPORATION		**10,323.53**		
CITY OF MORENO VALLEY VEBA TRUST			Remit to: **MORENO VALLEY**	**CA**
4/11/2011	882492	4,187.50		
			EXEMPT VEBA	4,187.50
	Vendor Total	**4,187.50**		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		**41,250.00**		
CLARK JR., ANTHONY			Remit to: **MORENO VALLEY**	**CA**
4/25/2011	207518	60.00		
			REFUND-FALSE ALARM FEE	30.00
			REFUND-FALSE ALARM FEE	30.00
	Vendor Total	**60.00**		
FYTD for CLARK JR., ANTHONY		**60.00**		
CNOA REGION V			Remit to: **RANCHO CUCAMONGA**	**CA**
4/11/2011	207327	55.00		
			4/14/11 NARCOTIC TRAFF. TRNG	55.00
	Vendor Total	**55.00**		
FYTD for CNOA REGION V		**505.00**		
COASTLINE CONSTRUCTION & AWNING CO.			Remit to: **HUNTINGTON BEACH**	**CA**
4/4/2011	207199	10,818.65		
			MOVING OF MOBILE HOME	10,818.65
	Vendor Total	**10,818.65**		
FYTD for COASTLINE CONSTRUCTION & AWNING CO.		**10,818.65**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COLONIAL SUPPLEMENTAL INSURANCE			Remit to: **COLUMBIA** **SC**	
4/11/2011	207328	7,094.44		
			SUPPLEMENTAL INSURANCE	7,094.44
4/25/2011	207519	7,094.44		
			SUPPLEMENTAL INSURANCE	7,094.44
	Vendor Total	**14,188.88**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		**77,799.35**		
COMMUNITY ASSISTANCE PROGRAM - CAP			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	882493	4,681.22		
			CDBG FUNDED SVCS-FOOD DIST PRG	2,317.32
			CDBG FUNDED SVCS-FOOD DIST PRG	2,363.90
	Vendor Total	**4,681.22**		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		**25,689.76**		
COMMUNITY HEALTH CHARITIES			Remit to: **ANAHEIM** **CA**	
4/11/2011	207329	186.31		
			CHC CONTRIBUTIONS	186.31
4/25/2011	207520	186.31		
			CHC CONTRIBUTIONS	186.31
	Vendor Total	**372.62**		
FYTD for COMMUNITY HEALTH CHARITIES		**5,811.06**		
COMPETITIVE STRIDE			Remit to: **RIVERSIDE** **CA**	
4/25/2011	207521	701.44		
			YOUTH SPORTS AWARDS	701.44
	Vendor Total	**701.44**		
FYTD for COMPETITIVE STRIDE		**5,405.16**		
COMPU COM			Remit to: **DALLAS** **TX**	
4/25/2011	207522	286.15		
			ACROBAT LICENSE-HR	286.15
	Vendor Total	**286.15**		
FYTD for COMPU COM		**1,001.55**		
CONTINENTAL WESTERN TRANSPORTATION			Remit to: **SAN DIEGO** **CA**	
4/25/2011	207523	6,413.14		
			ASPHALTIC MATERIALS	3,202.80
			ASPHALTIC MATERIALS	3,210.34
	Vendor Total	**6,413.14**		
FYTD for CONTINENTAL WESTERN TRANSPORTATION		**9,434.14**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CONTINUING EDUCATION OF THE BAR			Remit to: **OAKLAND** **CA**	
4/11/2011	207330	177.53		
			LEGAL PUBLICATION	177.53
Vendor Total		**177.53**		
FYTD for CONTINUING EDUCATION OF THE BAR		**1,487.80**		
CONTRERAS, BIANCA			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207435	105.00		
			SPORTS OFFICIATING SVCS	35.00
			SPORTS OFFICIATING SVCS	70.00
Vendor Total		**105.00**		
FYTD for CONTRERAS, BIANCA		**105.00**		
CONTRERAS, JOSE			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207436	140.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
4/25/2011	207524	140.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
Vendor Total		**280.00**		
FYTD for CONTRERAS, JOSE		**580.00**		
CORTES, GERONIMO			Remit to: **PERRIS** **CA**	
4/4/2011	207200	454.50		
			REFUND-CITATION DISMISSED	454.50
Vendor Total		**454.50**		
FYTD for CORTES, GERONIMO		**454.50**		
COSEY JR., JAMES			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207331	132.00		
			INSTRUCTION SVCS-KEMPO	132.00
Vendor Total		**132.00**		
FYTD for COSEY JR., JAMES		**351.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSTCO				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207201	118.29		
				MISC SUPPLIES-STARS	109.70
				MISC SUPPLIES-STARS	8.59
	4/11/2011	207332	1,878.89		
				MISC SUPPLIES-STARS	92.21
				MISC SUPPLIES-STARS	115.27
				MISC SUPPLIES-STARS	125.49
				MISC SUPPLIES-STARS	52.29
				MISC SUPPLIES-CHILDS PLC	1,493.63
	4/18/2011	207437	502.02		
				MISC SUPPLIES-STARS	127.17
				MISC SUPPLIES-SKATE PARK	209.45
				MISC SUPPLIES-CEDD	165.40
	4/25/2011	207525	872.75		
				MISC SUPPLIES-STARS	120.67
				MISC SUPPLIES-STARS	415.61
				MISC SUPPLIES-SKATE PARK	336.47
	Vendor Total		**3,371.95**		
FYTD for COSTCO			**43,134.74**		
COSTCO WHOLESALE #455				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207526	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for COSTCO WHOLESALE #455			**30.00**		
COUNTRY SQUIRE ESTATES				Remit to: **ONTARIO** **CA**	
	4/18/2011	207438	56.78		
				REFUND-UT USER TAXES	56.78
	Vendor Total		**56.78**		
FYTD for COUNTRY SQUIRE ESTATES			**751.38**		
COUNTS UNLIMITED, INC.				Remit to: **CORONA** **CA**	
	4/25/2011	207527	500.00		
				TRAFFIC DATA COLLECTION SVCS	500.00
	Vendor Total		**500.00**		
FYTD for COUNTS UNLIMITED, INC.			**500.00**		
COUNTY OF RIVERSIDE - RMAP				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207202	42.70		
				RECORDATION RQSTS-LAND DEV	42.70
	Vendor Total		**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP			**447.55**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE AUDITOR			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207203	21,384.49		
			PARKING CONTROL FEES-CODE	18,488.49
			PARKING CONTROL FEES-CODE	2,896.00
	Vendor Total	**21,384.49**		
FYTD for COUNTY OF RIVERSIDE AUDITOR		**213,825.27**		
CRITICAL SOLUTIONS			Remit to: **WALNUT CREEK** **CA**	
4/4/2011	207204	10,264.13		
			EMRGNCY OPS CTR PROJ SVCS	10,264.13
4/11/2011	207333	5,234.87		
			EMRGNCY OPS CTR PROJ SVCS	5,234.87
	Vendor Total	**15,499.00**		
FYTD for CRITICAL SOLUTIONS		**111,730.58**		
CSAC EXCESS INSURANCE AUTHORITY			Remit to: **FOLSOM** **CA**	
4/11/2011	207334	1,000.00		
			TARGET SAFETY CUSTOM SVCS	1,000.00
	Vendor Total	**1,000.00**		
FYTD for CSAC EXCESS INSURANCE AUTHORITY		**150,976.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207335	11,620.22		
			VECTOR CONTROL SVCS-CODE	9,708.69
			VECTOR CONTROL SVCS-CODE	1,911.53
4/25/2011	207528	342.00		
			PERMIT RENEWAL-CELEB PARK	342.00
	Vendor Total	**11,962.22**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		**24,445.58**		
CUFF, STEPHANIE CERVANTES			Remit to: **PERRIS** **CA**	
4/18/2011	207439	297.46		
			TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
	Vendor Total	**297.46**		
FYTD for CUFF, STEPHANIE CERVANTES		**318.37**		
D & D SERVICES DBA D & D DISPOSAL, INC.			Remit to: **VALENCIA** **CA**	
4/25/2011	207529	745.00		
			DISPOSAL SVCS-ANML SHLTR	745.00
	Vendor Total	**745.00**		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		**9,450.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DACOLIAS, RAYMOND			Remit to: **SAN JACINTO** **CA**	
4/11/2011	207336	266.00		
			INSTRUCTIONAL SVCS-7 DAYS	266.00
	Vendor Total	**266.00**		
FYTD for DACOLIAS, RAYMOND		**1,406.00**		
DALE, KATHLEEN			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882410	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for DALE, KATHLEEN		**3,168.46**		
DANCY, MARGIE			Remit to: **CORONA** **CA**	
4/4/2011	207205	404.50		
			REFUND-CITATION DISMISSED	404.50
	Vendor Total	**404.50**		
FYTD for DANCY, MARGIE		**404.50**		
DATA TICKET, INC.			Remit to: **NEWPORT BEACH** **CA**	
4/4/2011	882411	19,796.61		
			CITATION PRCSSNG SVCS-CODE	15,229.21
			CITATION PRCSSNG SVCS-ANML SVC	1,155.05
			CITATION PRCSSNG SVCS-BLDG/SFT	514.35
			CITATION PRCSSNG SVCS-PD	2,898.00
4/25/2011	882585	315.00		
			PARKING APP MAINT-TECH SVCS	105.00
			PARKING APP MAINT-TECH SVCS	105.00
			PARKING APP MAINT-TECH SVCS	105.00
	Vendor Total	**20,111.61**		
FYTD for DATA TICKET, INC.		**191,556.98**		
DATAQUICK CORPORATE HEADQUARTERS			Remit to: **SAN DIEGO** **CA**	
4/25/2011	207530	130.50		
			ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total	**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		**1,305.00**		
DAVID EVANS & ASSOCIATES, INC.			Remit to: **ONTARIO** **CA**	
4/11/2011	207337	1,143.00		
			SUNNYMD BLVD REVIT PROJ SVCS	1,143.00
	Vendor Total	**1,143.00**		
FYTD for DAVID EVANS & ASSOCIATES, INC.		**16,448.85**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DEBINAIRE COMPANY				Remit to: **CORONA** **CA**	
	4/18/2011	207440	217.50		
				BOILER MAINT-PSB	217.50
	Vendor Total		**217.50**		
FYTD for DEBINAIRE COMPANY			**5,829.66**		
DEL REY APPRAISAL SRVCS				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207441	250.00		
				APPRAISAL SVCS-EDD	250.00
	Vendor Total		**250.00**		
FYTD for DEL REY APPRAISAL SRVCS			**2,000.00**		
DELTA DENTAL				Remit to: **SAN FRANCISCO** **CA**	
	4/11/2011	207338	12,235.72		
				EMPLOYEE DENTAL INSURANCE	12,235.72
	Vendor Total		**12,235.72**		
FYTD for DELTA DENTAL			**115,901.08**		
DELTACARE USA				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	207339	6,127.01		
				EMPLOYEE DENTAL INSURANCE	6,127.01
	Vendor Total		**6,127.01**		
FYTD for DELTACARE USA			**62,509.63**		
DENNIS GRUBB & ASSOCIATES, LLC				Remit to: **MIRA LOMA** **CA**	
	4/4/2011	882412	3,000.00		
				PLAN REVIEW SVCS-FIRE PREV	900.00
				PLAN REVIEW SVCS-FIRE PREV	260.00
				PLAN REVIEW SVCS-FIRE PREV	1,840.00
	4/25/2011	882586	8,860.00		
				PLAN REVIEW SVCS-FIRE PREV	8,190.00
				PLAN REVIEW SVCS-FIRE PREV	670.00
	Vendor Total		**11,860.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**91,810.00**		
DEPARTMENT OF CONSERVATION				Remit to: **SACRAMENTO** **CA**	
	4/11/2011	207340	32.89		
				SMI FEES LESS 5% RETAINAGE	34.62
				SMI FEES LESS 5% RETAINAGE	-1.73
	Vendor Total		**32.89**		
FYTD for DEPARTMENT OF CONSERVATION			**2,442.26**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DESIGN WORKS				Remit to: **SAN JACINTO** **CA**	
	4/11/2011	207341	1,004.62		
				YTH SPORTS UNIFORMS-PARKS	1,004.62
	Vendor Total		**1,004.62**		
FYTD for DESIGN WORKS			**12,294.88**		
DIRECT CARPET AND FLOORING				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207342	23.56		
				REFUND-BUS LIC OVRPMT	23.56
	Vendor Total		**23.56**		
FYTD for DIRECT CARPET AND FLOORING			**23.56**		
DIVISION OF LABOR STANDARDS ENFORCMENT				Remit to: **LONG BEACH** **CA**	
	4/11/2011	207343	1,856.25		
				CWPA PYMT-EMERG OPS CTR PROJ	1,856.25
	Vendor Total		**1,856.25**		
FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT			**46,115.14**		
DLS LANDSCAPE, INC				Remit to: **REDLANDS** **CA**	
	4/25/2011	882587	12,390.00		
				LANDSCAPE MAINT-ZONE A	10,230.00
				LANDSCAPE MAINT-CFD #1	2,160.00
	Vendor Total		**12,390.00**		
FYTD for DLS LANDSCAPE, INC			**123,900.00**		
DOMINECK, CECILIA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207206	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for DOMINECK, CECILIA			**95.00**		
DOMINGUEZ, LUIS				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207531	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for DOMINGUEZ, LUIS			**20.00**		
DORY, ALLEEN F.				Remit to: **HEMET** **CA**	
	4/4/2011	207207	229.88		
				RETIREE MED APR '11	229.88
	Vendor Total		**229.88**		
FYTD for DORY, ALLEEN F.			**3,081.20**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DUNN, LAURA ISABEL GARCIA				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	882494	266.00		
				INSTRUCTIONAL SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**1,140.00**		
DURAN, BLANCA				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207344	126.00		
				INSTRUCTION SVCS-FOLKLORIC DAN	126.00
	Vendor Total		**126.00**		
FYTD for DURAN, BLANCA			**2,562.00**		
E.R. BLOCK PLUMBING & HEATING, INC.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207208	838.09		
				BACKFLOW RPLCMNT-E2	650.59
				BACKFLOW RPLCMNT-E2	187.50
	4/11/2011	207345	420.00		
				BACKFLOW TESTING-E1	60.00
				BACKFLOW TESTING-E2	240.00
				BACKFLOW TESTING-E15	20.00
				BACKFLOW TESTING-ZONE D	40.00
				BACKFLOW TESTING-ZONE M	40.00
				BACKFLOW TESTING-ZONE S	20.00
	4/18/2011	207442	80.00		
				BACKFLOW TESTING-ZONE D	80.00
	Vendor Total		**1,338.09**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**23,725.83**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS** **CA**	
4/4/2011	207209	4,723.98		
			WATER CHARGES	100.31
			WATER CHARGES	323.95
			WATER CHARGES	857.61
			WATER CHARGES	65.48
			WATER CHARGES	1,886.54
			WATER CHARGES	476.79
			WATER CHARGES	742.41
			WATER CHARGES	9.81
			WATER CHARGES	123.28
			WATER CHARGES	75.26
			WATER CHARGES	62.54
4/18/2011	207443	19,119.42		
			WATER CHARGES	55.95
			WATER CHARGES	224.75
			WATER CHARGES	1,680.44
			WATER CHARGES	40.80
			WATER CHARGES	1,727.74
			WATER CHARGES	112.69
			WATER CHARGES	3,844.93
			WATER CHARGES	370.65
			WATER CHARGES	2,717.73
			WATER CHARGES	1,540.64
			WATER CHARGES	3,315.95
			WATER CHARGES	559.50
			WATER CHARGES	232.60
			WATER CHARGES	44.51
			WATER CHARGES	250.10
			WATER CHARGES	590.44
			WATER CHARGES	194.72
			WATER CHARGES	231.81
			WATER CHARGES	266.66
			WATER CHARGES	217.86
			WATER CHARGES	314.69
			WATER CHARGES	335.12
			WATER CHARGES	249.14
Vendor Total		**23,843.40**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,172,152.33**		
EDGELANE MOBILE PARK			Remit to: **LOS ANGELES** **CA**	
4/11/2011	882495	14.24		
			REFUND-UT USER TAXES	14.24
Vendor Total		**14.24**		
FYTD for EDGELANE MOBILE PARK		**114.91**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EDMONDSON, JASON				Remit to:	
	4/11/2011	207347	75.00		
				PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total		**75.00**		
FYTD for EDMONDSON, JASON			**75.00**		
EGGERSTEN, ANNE				Remit to: **RANCHO MIRAGE CA**	
	4/4/2011	207210	325.66		
				RETIREE MED APR '11	325.66
	Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE			**3,136.24**		
EKPO, JOY				Remit to: **MORENO VALLEY CA**	
	4/18/2011	207444	300.00		
				REFUND-RNTL DEP 3/28/11	300.00
	Vendor Total		**300.00**		
FYTD for EKPO, JOY			**300.00**		
ELLIOTT, NISHA				Remit to: **MORENO VALLEY CA**	
	4/11/2011	207348	170.40		
				INSTRUCTION SVCS-KICKBOXING	132.00
				INSTRUCTION SVCS-KICKBOXING	38.40
	Vendor Total		**170.40**		
FYTD for ELLIOTT, NISHA			**1,570.80**		
EMPLOYMENT DEVELOPMENT DEPARTMENT				Remit to:	
	4/22/2011	2846	500.00		
				DEPOSIT TO STATE ACCT 4/22/11	500.00
	Vendor Total		**500.00**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT			**907,814.88**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM** **CA**	
4/4/2011	882413	24,029.19		
			WORK AUTH SVCS-DSP	3,757.39
			WORK AUTH SVCS-HRBR FRGHT DIST	3,207.58
			WORK AUTH SVCS-HRBR FRGHT DIST	24.64
			WORK AUTH SVCS-TR36340	2,003.36
			WORK AUTH SVCS-TR36340	24.64
			12KV NEW REDLAND CKT WORK	13,704.49
			MORRISON FIRE STN ELECTR WORK	803.38
			CORP YARD BLDG ELECTR WORK	503.71
4/11/2011	882496	474.00		
			METER FEES	474.00
	Vendor Total	**24,503.19**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,809,252.59**		
ESKEL/PORTER CONSULTING, INC.			Remit to: **SACRAMENTO** **CA**	
4/4/2011	882414	1,320.00		
			CONSULTING SVCS-TECH SVCS	1,320.00
4/25/2011	882588	247.50		
			CONSULTING SVCS-TECH SVCS	247.50
	Vendor Total	**1,567.50**		
FYTD for ESKEL/PORTER CONSULTING, INC.		**2,647.50**		
ESPINOZA, JOE A			Remit to: **MENIFEE** **CA**	
4/11/2011	207349	228.00		
			INSTRUCTIONAL SVCS-6 DAYS	228.00
	Vendor Total	**228.00**		
FYTD for ESPINOZA, JOE A		**2,052.00**		
ESPINOZA, PAULO			Remit to: **ANAHEIM** **CA**	
4/25/2011	207533	300.00		
			REFUND-ADMIN CITATION	300.00
	Vendor Total	**300.00**		
FYTD for ESPINOZA, PAULO		**300.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESRI, INC.				Remit to: **REDLANDS** **CA**	
	4/11/2011	882497	13,124.88		
				ARCLOGISTICS SINGLE USE MAINT	1,600.00
				ARCLOGISTICS NAVIGATOR MAINT	400.00
				ARCLOGISTICS TELE ATLAS MAINT	1,600.00
				ARCLOGISTICS NAVIGATOR TELE	600.00
				ARCPAD MAINT.	623.46
				ARCPAD MAINT.	500.00
				CA SALES TAX	232.92
				8 ARCPAD LICENSE MAINT.	2,000.00
				CA SALES TAX	87.50
				8 ARCPAD LICENSES	5,040.00
				CA SALES TAX	441.00
	Vendor Total		**13,124.88**		
FYTD for ESRI, INC.			**41,275.80**		
EVANS ENGRAVING & AWARDS				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882415	125.00		
				ENGRAVING SVCS-PD	125.00
	Vendor Total		**125.00**		
FYTD for EVANS ENGRAVING & AWARDS			**1,009.01**		
EXCEL LANDSCAPE, INC				Remit to: **CORONA** **CA**	
	4/25/2011	207534	8,849.58		
				LANDSCAPE MAINT-E7	2,777.17
				LANDSCAPE MAINT-E15	1,070.36
				LANDSCAPE MAINT-E8	1,501.98
				LANDSCAPE MAINT-E14	3,461.07
				LANDSCAPE MAINT-E8	26.00
				LANDSCAPE MAINT-E8	13.00
	Vendor Total		**8,849.58**		
FYTD for EXCEL LANDSCAPE, INC			**133,059.74**		
FAIR HOUSING COUNCIL OF RIV CO, INC.				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	882498	3,372.38		
				CDBG SVCS-FRCLSR/MITIG PRGM	3,372.38
	4/18/2011	882539	490.38		
				CDBG SVCS-FRCLSR/MITIG PRGM	490.38
	Vendor Total		**3,862.76**		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.			**48,121.14**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FANGHUA. LI				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207211	156.00		
				REFUND-TIME FOR TOTS	52.00
				REFUND-TIME FOR TOTS	104.00
	Vendor Total		**156.00**		
FYTD for FANGHUA. LI			**156.00**		
FEENSTRA, JOHN				Remit to: **REDLANDS** **CA**	
	4/4/2011	882416	361.25		
				RETIREE MED APR '11	361.25
	Vendor Total		**361.25**		
FYTD for FEENSTRA, JOHN			**3,612.50**		
FELDER, SYLVIA				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207350	200.00		
				REFUND-RNTL DEP 3/26/11	200.00
	Vendor Total		**200.00**		
FYTD for FELDER, SYLVIA			**200.00**		
FETAL FOCUS/ DERMA FOCUS				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207212	30.07		
				REFUND-BUS LIC OVRPMT	30.07
	Vendor Total		**30.07**		
FYTD for FETAL FOCUS/ DERMA FOCUS			**30.07**		
FILTER RECYCLING SERVICES, INC.				Remit to: **COLTON** **CA**	
	4/4/2011	207213	5,414.20		
				FUEL DISP REPAIR-FS #6	404.22
				FUEL DISP REPAIR-FS #6	404.23
				FUEL DISP REPAIR-FS #6	2,302.88
				FUEL DISP REPAIR-FS #6	2,302.87
	Vendor Total		**5,414.20**		
FYTD for FILTER RECYCLING SERVICES, INC.			**8,904.45**		
FINESSE PERSONNEL ASSOCIATES				Remit to: **RANCHO CUCAMONGA** **CA**	
	4/4/2011	882417	3,341.25		
				TEMP SVCS-A FEAL W/E 1/22/11	911.25
				TEMP SVCS-A FEAL W/E 1/29/11	1,215.00
				TEMP SVCS-A FEAL W/E 2/5/11	1,215.00
	4/18/2011	882540	1,215.00		
				TEMP SVCS-A FEAL W/E 2/12	941.24
				TEMP SVCS-A FEAL W/E 2/12	273.76
	Vendor Total		**4,556.25**		
FYTD for FINESSE PERSONNEL ASSOCIATES			**43,629.79**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRE SERVICE CORP			Remit to: **ANAHEIM** **CA**	
4/4/2011	207214	64.88		
			REFUND-BUS LIC OVRPMT	64.88
	Vendor Total	**64.88**		
FYTD for FIRE SERVICE CORP		**64.88**		
FIRST AMERICAN CORE LOGIC, INC.			Remit to: **SANTA ANA** **CA**	
4/4/2011	207215	598.00		
			ONLINE PROP INFO-CODE	325.00
			ONLINE PROP INFO-CDD	97.00
			ONLINE PROP INFO-EDD	176.00
	Vendor Total	**598.00**		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		**6,214.00**		
FIRST CHOICE SERVICES			Remit to: **ONTARIO** **CA**	
4/11/2011	882499	719.17		
			COFFEE SVCS-EMP PAID	94.43
			COFFEE SVCS-EMP PAID	149.89
			COFFEE SVCS-EMP PAID	95.76
			COFFEE SVCS-EMP PAID	147.74
			COFFEE SVCS-EMP PAID	161.20
			COFFEE SVCS-EMP PAID	70.15
4/18/2011	882541	56.76		
			COFFEE SVCS-EMP PAID	47.54
			COFFEE SVCS-EMP PAID	9.22
	Vendor Total	**775.93**		
FYTD for FIRST CHOICE SERVICES		**6,570.63**		
FITNESS 19 CA 155 11C			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207535	260.00		
			GYM MEMBERSHIP DEDUCTIONS	260.00
	Vendor Total	**260.00**		
FYTD for FITNESS 19 CA 155 11C		**2,571.00**		
FOCUS ESTATES, INC.			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207351	499.00		
			REFUND-FIRE INSPECT FEES	499.00
	Vendor Total	**499.00**		
FYTD for FOCUS ESTATES, INC.		**499.00**		
FOSTER, NANCY A.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882418	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for FOSTER, NANCY A.		**3,168.46**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FRANCHISE TAX BOARD			Remit to: **SACRAMENTO** **CA**	
4/11/2011	207352	572.77		
			GARNISHMENT	25.00
			GARNISHMENT	522.77
			GARNISHMENT	25.00
4/25/2011	207536	367.44		
			GARNISHMENT	18.89
			GARNISHMENT	285.42
			GARNISHMENT	38.13
			GARNISHMENT	25.00
	Vendor Total	**940.21**		
FYTD for FRANCHISE TAX BOARD		**2,966.68**		
FRANKLIN, L. C.			Remit to: **PERRIS** **CA**	
4/18/2011	207445	163.20		
			MILEAGE REIMBURSEMENT	163.20
	Vendor Total	**163.20**		
FYTD for FRANKLIN, L. C.		**1,399.71**		
FRESQUEZ, JOHN			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207216	60.00		
			SPORTS OFFICIATING SVCS	60.00
4/18/2011	207446	60.00		
			SPORTS OFFICIATING SVCS	60.00
	Vendor Total	**120.00**		
FYTD for FRESQUEZ, JOHN		**764.00**		
FRIENDS 4 PETS RESCUE			Remit to: **SUN VALLEY** **CA**	
4/4/2011	207217	95.00		
			REFUND-RABIES/SPAY DEPOSIT	20.00
			REFUND-RABIES/SPAY DEPOSIT	75.00
	Vendor Total	**95.00**		
FYTD for FRIENDS 4 PETS RESCUE		**95.00**		
FRIENDS OF THE MV SENIOR CENTER			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207420	20,000.00		
			CDBG SVCS-SENIOR TRANSPORTATIO	10,000.00
			CDBG SVCS-SENIOR TRANSPORTATIO	10,000.00
	Vendor Total	**20,000.00**		
FYTD for FRIENDS OF THE MV SENIOR CENTER		**20,000.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FROST, JOAN CHENG			Remit to: **TEMECULA** **CA**	
4/11/2011	207353	266.00		
			INSTRUCTIONAL SVCS-7 DAYS	266.00
4/18/2011	207447	266.00		
			INSTRUCTIONAL SVCS-7 DAYS	266.00
	Vendor Total	**532.00**		
FYTD for FROST, JOAN CHENG		**1,710.00**		
FUEL PROS, INC			Remit to: **CHINO** **CA**	
4/11/2011	207354	148.00		
			METER SERVICE-FS #58	148.00
	Vendor Total	**148.00**		
FYTD for FUEL PROS, INC		**148.00**		
FULBRIGHT & JAWORSKI, L.L.P.			Remit to: **LOS ANGELES** **CA**	
4/4/2011	207218	19,000.00		
			PROF SERVICES-ST LIGHTING	19,000.00
	Vendor Total	**19,000.00**		
FYTD for FULBRIGHT & JAWORSKI, L.L.P.		**38,894.75**		
GAINES, LEROY			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207355	200.00		
			REFUND-RNTL DEP 3/25/11	200.00
	Vendor Total	**200.00**		
FYTD for GAINES, LEROY		**200.00**		
GAME DAY SPORT AND EDUCATION, LLC			Remit to: **SIMI VALLEY** **CA**	
4/25/2011	207537	2,756.75		
			CURRICULUM SETS-STARS	2,500.00
			CURRICULUM SETS-SHIPPING	38.00
			CURRICULUM SETS-SALES TAX	218.75
	Vendor Total	**2,756.75**		
FYTD for GAME DAY SPORT AND EDUCATION, LLC		**2,756.75**		
GARDNER COMPANY, INC.			Remit to: **MURRIETA** **CA**	
4/18/2011	207448	17,070.00		
			HVAC UNIT REPLACEMENT-FS #65	16,470.00
			HVAC UNIT REPLACEMENT-FS #65	600.00
	Vendor Total	**17,070.00**		
FYTD for GARDNER COMPANY, INC.		**17,070.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GARTMAN, TAMMY			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207356	37.00		
			REFUND-PICNIC SHLTR FEE	6.00
			REFUND-PICNIC SHLTR FEE	31.00
	Vendor Total	**37.00**		
FYTD for GARTMAN, TAMMY		**37.00**		
GASTON, RICHARD			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882419	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for GASTON, RICHARD		**3,187.30**		
GENERAL SECURITY SERVICES, INC.			Remit to: **WILMINGTON** **CA**	
4/4/2011	882420	368.16		
			SECURITY SVCS-CONF & REC CTR	76.70
			SECURITY SVCS-SENIOR CTR	214.76
			SECURITY SVCS-TOWNGATE	76.70
4/11/2011	882501	3,340.29		
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	195.59
			SECURITY SVCS-CITY HALL	230.10
			SECURITY SVCS-LIBRARY	368.16
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-TOWNGATE	76.70
			SECURITY SVCS-TOWNGATE	76.70
4/25/2011	882589	352.82		
			SECURITY SVCS-EOC FOR ATS TEST	245.44
			SECURITY SVCS-TOWNGATE	107.38
	Vendor Total	**4,061.27**		
FYTD for GENERAL SECURITY SERVICES, INC.		**41,841.80**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: **LOS ANGELES** **CA**	
4/11/2011	882502	4,035.03		
			LEGAL SVCS	3,097.03
			LEGAL SVCS	166.50
			LEGAL SVCS	771.50
	Vendor Total	**4,035.03**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		**204,419.73**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GLOBAL TECHNOLOGY SYSTEMS, INC.			Remit to: **BOSTON** **MA**	
4/25/2011	207538	881.74		
			BATTERIES/CHARGERS-PD	328.00
			BATTERIES/CHARGERS-PD	435.00
			BATTERIES/CHARGERS-PD	47.80
			BATTERIES/CHARGERS-PD	70.94
	Vendor Total	**881.74**		
FYTD for GLOBAL TECHNOLOGY SYSTEMS, INC.		**2,645.22**		
GLOVER, KEELY			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207219	47.50		
			REFUND-CITATION OVRPMT	47.50
	Vendor Total	**47.50**		
FYTD for GLOVER, KEELY		**47.50**		
GOD'S HELPING HAND			Remit to: **MENIFEE** **CA**	
4/11/2011	882503	1,500.00		
			CDBG SVCS-FOOD BANK PRGM	750.00
			CDBG SVCS-FOOD BANK PRGM	750.00
	Vendor Total	**1,500.00**		
FYTD for GOD'S HELPING HAND		**9,000.00**		
GOMEZ, EDDIE			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207357	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for GOMEZ, EDDIE		**20.00**		
GONG ENTERPRISES, INC.			Remit to: **HUNTINGTON BEACH** **CA**	
4/4/2011	207220	6,800.00		
			CONSULTING SVCS-TR34950-1	3,510.00
			CONSULTING SVCS-TR34950-1	2,430.00
			CONSULTING SVCS-TR34950-1	860.00
4/18/2011	207449	3,750.00		
			CONSULTING SVCS-FM35760	750.00
			CONSULTING SVCS-FM31305	3,000.00
	Vendor Total	**10,550.00**		
FYTD for GONG ENTERPRISES, INC.		**39,855.40**		
GONZALES, DOMILENA R.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882421	440.52		
			FEB - MAR '11, PD APR '11	440.52
	Vendor Total	**440.52**		
FYTD for GONZALES, DOMILENA R.		**2,422.86**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GONZALES, ELIZABETH			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207221	40.00		
			REFUND-RABIES DEPOSIT	40.00
	Vendor Total	**40.00**		
FYTD for GONZALES, ELIZABETH		**40.00**		
GONZALES, LORENZ R.			Remit to: **WILDOMAR** **CA**	
4/18/2011	207450	75.99		
			MILEAGE REIMBURSEMENT	58.14
			MILEAGE REIMBURSEMENT	17.85
	Vendor Total	**75.99**		
FYTD for GONZALES, LORENZ R.		**252.99**		
GOODRICH, DON			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207358	75.00		
			PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total	**75.00**		
FYTD for GOODRICH, DON		**75.00**		
GOZDECKI, DAN			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	882504	486.00		
			INSTRUCTION SVCS-KUNG FU	216.00
			INSTRUCTION SVCS-KUNG FU	270.00
	Vendor Total	**486.00**		
FYTD for GOZDECKI, DAN		**6,372.00**		
GRAFFITI TRACKER, INC.			Remit to: **OMAHA** **NE**	
4/11/2011	882505	9,000.00		
			GRAFFITI ANLYS/SVCS-CODE	9,000.00
	Vendor Total	**9,000.00**		
FYTD for GRAFFITI TRACKER, INC.		**41,175.00**		
GRANICUS, INC.			Remit to: **SAN FRANCISCO** **CA**	
4/25/2011	207539	1,000.00		
			VIDEO STREAMING SVCS-TECH SVCS	1,000.00
	Vendor Total	**1,000.00**		
FYTD for GRANICUS, INC.		**10,000.00**		
GRIFFIN, MARLENE C			Remit to: **GREEN VALLEY** **AZ**	
4/4/2011	882422	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for GRIFFIN, MARLENE C		**3,108.52**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUADARRAMA, OSCAR			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207222	57.50		
			REFUND-CITATION OVRPMT	57.50
	Vendor Total	**57.50**		
FYTD for GUADARRAMA, OSCAR		**57.50**		
GUIDA SURVEYING, INC.			Remit to: **IRVINE** **CA**	
4/11/2011	882506	1,534.00		
			LASSELLE/MARGARET AVE TRAF SIG	1,534.00
	Vendor Total	**1,534.00**		
FYTD for GUIDA SURVEYING, INC.		**101,285.00**		
GUILIANO, MARIA			Remit to: **TEMECULA** **CA**	
4/18/2011	207451	388.80		
			INSTRUCTOR SVCS-ZUMBA FITNESS	172.80
			INSTRUCTOR SVCS-ZUMBA FITNESS	216.00
	Vendor Total	**388.80**		
FYTD for GUILIANO, MARIA		**940.80**		
GUILLAN, REBECCA S.			Remit to: **ADVANCE** **NC**	
4/4/2011	882423	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for GUILLAN, REBECCA S.		**3,020.29**		
GUTIERREZ, EDGAR F. OR MARIA T.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207223	38.00		
			REFUND-CITATION OVRPMT	38.00
	Vendor Total	**38.00**		
FYTD for GUTIERREZ, EDGAR F. OR MARIA T.		**38.00**		
GUTIERREZ, ROBERT			Remit to: **LA VERNE** **CA**	
4/4/2011	882424	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for GUTIERREZ, ROBERT		**3,187.30**		
GUZMAN'S CART SERVICE			Remit to: **RIVERSIDE** **CA**	
4/18/2011	882542	4,049.00		
			CART RTRVL SVCS-CODE	4,049.00
	Vendor Total	**4,049.00**		
FYTD for GUZMAN'S CART SERVICE		**40,490.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HABITAT FOR HUMANITY RIVERSIDE			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207360	509.74		
			CDBG SVCS-MOBILEHOME RPR PRGM	509.74
	Vendor Total	**509.74**		
FYTD for HABITAT FOR HUMANITY RIVERSIDE		**29,752.70**		
HAISTY, XIU HUA			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	882507	30.00		
			INSTRUCTION SVCS-TAI CHI	30.00
	Vendor Total	**30.00**		
FYTD for HAISTY, XIU HUA		**300.00**		
HAMBURG, IRENE			Remit to: **OTIS** **OR**	
4/4/2011	882425	637.46		
			OCT-NOV '10 Medi, OCT-NOV '10	637.46
	Vendor Total	**637.46**		
FYTD for HAMBURG, IRENE		**2,549.84**		
HAMLIN, WILLIAM R.			Remit to: **BEAUMONT** **CA**	
4/4/2011	882426	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for HAMLIN, WILLIAM R.		**3,168.46**		
HANES, MARTIN D.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882427	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for HANES, MARTIN D.		**3,187.30**		
HANSEN, ROBERT L.			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207540	248.50		
			PER DIEM-CITY ATTY SPRING CONF	248.50
	Vendor Total	**248.50**		
FYTD for HANSEN, ROBERT L.		**390.50**		
HARDING, JOHN S.			Remit to: **BANNING** **CA**	
4/4/2011	207224	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for HARDING, JOHN S.		**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARTMANN, RICK				Remit to: **SAN DIMAS** **CA**	
	4/4/2011	207225	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HARTMANN, RICK			**21,877.63**		
HATFIELD, CHARLES				Remit to: **LAS VEGAS** **NV**	
	4/4/2011	882428	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**3,187.30**		
HAUSER, ADRIANA				Remit to: **SAN BERNARDINO** **CA**	
	4/11/2011	207361	684.00		
				INSTRUCTIONAL SVCS-18 DAYS	684.00
	Vendor Total		**684.00**		
FYTD for HAUSER, ADRIANA			**4,598.00**		
HDL COREN & CONE				Remit to: **DIAMOND BAR** **CA**	
	4/4/2011	207226	4,387.50		
				PROP TAX SOFTWARE-TECH SVCS	4,387.50
	Vendor Total		**4,387.50**		
FYTD for HDL COREN & CONE			**13,162.50**		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				Remit to: **DIAMOND BAR** **CA**	
	4/4/2011	207227	750.00		
				AUDIT SERVICES-TREASURY	750.00
	Vendor Total		**750.00**		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES			**17,621.94**		
HEFFLEY, ROSS W.				Remit to: **HEMET** **CA**	
	4/4/2011	882429	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**3,187.30**		
HERNANDEZ, MILDRED				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207541	150.00		
				REFUND-RNTL DEP 4/2/11	150.00
	Vendor Total		**150.00**		
FYTD for HERNANDEZ, MILDRED			**150.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HERNANDEZ, VILMA			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207228	25.00		
			REFUND-CITATION OVRPMT	25.00
	Vendor Total	**25.00**		
FYTD for HERNANDEZ, VILMA		**25.00**		
HERRICK, ROBERT D.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207229	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for HERRICK, ROBERT D.		**3,187.30**		
HIGGS, DEBRA			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207452	72.00		
			INSTRUCTOR SVCS-OIL PAINTING	36.00
			INSTRUCTOR SVCS-OIL PAINTING	36.00
	Vendor Total	**72.00**		
FYTD for HIGGS, DEBRA		**540.00**		
HILLCREST CONTRACTING, INC			Remit to: **CORONA** **CA**	
4/18/2011	882543	13,002.91		
			DAY ST IMPRVMNTS PROJ SVCS	13,002.91
	Vendor Total	**13,002.91**		
FYTD for HILLCREST CONTRACTING, INC		**3,055,710.31**		
HO, KEVIN CHINH			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207362	114.00		
			INSTRUCTIONAL SVCS-3 DAYS	114.00
	Vendor Total	**114.00**		
FYTD for HO, KEVIN CHINH		**836.00**		
HOGARD, JOHN T.			Remit to: **CORONA** **CA**	
4/4/2011	882430	1,250.00		
			01/04/10 - 12/19/2010, PD APR	1,250.00
	Vendor Total	**1,250.00**		
FYTD for HOGARD, JOHN T.		**2,333.50**		
HOUSER, EDITH E.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207230	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for HOUSER, EDITH E.		**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOWARD, GABRIEL/IVONNE			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207542	150.00		
			REFUND-SPAY/NEUTER DEP	75.00
			REFUND-SPAY/NEUTER DEP	75.00
	Vendor Total	**150.00**		
FYTD for HOWARD, GABRIEL/IVONNE		**150.00**		
HUGHES, NILA			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207363	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for HUGHES, NILA		**20.00**		
ICMA RETIREMENT CORP 457			Remit to: **BALTIMORE** **MD**	
4/8/2011	2835	9,510.37		
			DEF COMP-457 4/8/11	9,510.37
4/22/2011	2843	9,510.37		
			DEF COMP-457 4/22/11	9,510.37
	Vendor Total	**19,020.74**		
FYTD for ICMA RETIREMENT CORP 457		**207,917.89**		
IL SORRENTO MOBILE PARK			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207364	175.53		
			REFUND-UT USER TAXES	175.53
	Vendor Total	**175.53**		
FYTD for IL SORRENTO MOBILE PARK		**1,338.92**		
IMAN, ADAN			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207231	44.50		
			REFUND-CITATION OVRPMT	44.50
	Vendor Total	**44.50**		
FYTD for IMAN, ADAN		**44.50**		
ING USA ANNUITY & LIFE INSURANCE CO.			Remit to: **DES MOINES** **IA**	
4/11/2011	207365	475.00		
			NON-EXEMPT ANNUITY	475.00
	Vendor Total	**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		**4,750.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INLAND CONTRACTORS, INC.			Remit to: **RIVERSIDE** **CA**	
4/4/2011	882431	840.00		
			NUISANCE ABTMNT SVCS-CODE	158.00
			NUISANCE ABTMNT SVCS-CODE	293.00
			NUISANCE ABTMNT SVCS-CODE	389.00
4/11/2011	882508	524.00		
			ABATEMENT SVCS-24268 BAY AVE	524.00
Vendor Total		**1,364.00**		
FYTD for INLAND CONTRACTORS, INC.		**27,340.68**		
INLAND EMPIRE BROADCASTNG CORP			Remit to: **REDLANDS** **CA**	
4/25/2011	207543	5,175.00		
			ADVERTISING SVCS-EDD	5,175.00
Vendor Total		**5,175.00**		
FYTD for INLAND EMPIRE BROADCASTNG CORP		**5,175.00**		
INLAND EMPIRE MAGAZINE			Remit to: **RIVERSIDE** **CA**	
4/25/2011	207544	795.00		
			ADVERTISING SVCS-EDD	795.00
Vendor Total		**795.00**		
FYTD for INLAND EMPIRE MAGAZINE		**4,275.00**		
INLAND EMPIRE PROPERTY SERVICE, INC			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882432	707.00		
			NUISANCE ABTMNT SVCS-CODE	250.00
			NUISANCE ABTMNT SVCS-CODE	457.00
4/25/2011	882590	87.00		
			NUISANCE ABTMNT SVC-CODE	87.00
Vendor Total		**794.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		**54,877.62**		
INLAND PETROLEUM EQUIPMENT & REPAIR, INC			Remit to: **BLOOMINGTON** **CA**	
4/11/2011	882509	425.15		
			FUEL DISP REPAIR-FS #2	239.22
			FUEL DISP REPAIR-FS #58	185.93
Vendor Total		**425.15**		
FYTD for INLAND PETROLEUM EQUIPMENT & REPAIR, INC		**650.59**		
INLAND TAN			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207232	24.73		
			REFUND-BUS LIC OVRPMT	24.73
Vendor Total		**24.73**		
FYTD for INLAND TAN		**24.73**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INSIDE PLANTS, INC.			Remit to: **CORONA** **CA**	
4/11/2011	882510	326.00		
			PLANT MAINT-CONF & REC CTR	326.00
4/25/2011	882591	45.00		
			PLANT MAINT-CONF & REC CTR	45.00
	Vendor Total	**371.00**		
FYTD for INSIDE PLANTS, INC.		**3,215.00**		
INTERNAL REVENUE SERVICE			Remit to:	
4/1/2011	2830	2,000.00		
			DEP FED TAX W/H 4/1/11	2,000.00
	Vendor Total	**2,000.00**		
FYTD for INTERNAL REVENUE SERVICE		**2,921,441.54**		
IRONWOOD SMOKE SHOP			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207233	75.61		
			REFUND-BUS LIC OVRPMT	75.61
	Vendor Total	**75.61**		
FYTD for IRONWOOD SMOKE SHOP		**75.61**		
J CAMPOS LANDSCAPING			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207234	29.86		
			REFUND-BUS LIC OVRPMT	29.86
	Vendor Total	**29.86**		
FYTD for J CAMPOS LANDSCAPING		**29.86**		
J D H CONTRACTING			Remit to: **RIVERSIDE** **CA**	
4/11/2011	882511	1,185.00		
			V-DITCH IN PLANTER-PSB	1,185.00
4/18/2011	882544	5,364.00		
			CONTRACT SVCS-EOC	3,429.00
			CONTRACT SVCS-CITY HALL	1,935.00
	Vendor Total	**6,549.00**		
FYTD for J D H CONTRACTING		**142,291.50**		
JAM FIRE PROTECTION, INC			Remit to: **MONROVIA** **CA**	
4/18/2011	207454	1,335.00		
			SEMI ANNUAL INSPECT SVCS-EOC	575.00
			SAFE OFF/POWR DOWN SYSTEMS-EOC	760.00
	Vendor Total	**1,335.00**		
FYTD for JAM FIRE PROTECTION, INC		**1,335.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JANDALI, AZZA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207235	75.00		
				REFUND-SPAY DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for JANDALI, AZZA			**150.00**		
JANNEY & JANNEY ATTORNEY SVCS, INC.				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207366	75.00		
				MONTHLY RETAINER-COURIER SVCS	75.00
	Vendor Total		**75.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.			**1,358.65**		
JDEDGE SOFTWARE, LLC				Remit to: **KRUGERVILLE** **TX**	
	4/18/2011	882545	800.00		
				CONSULTING SVCS-TECH SVCS	800.00
	4/25/2011	882592	675.00		
				CONSULTING SVCS-TECH SVCS	675.00
	Vendor Total		**1,475.00**		
FYTD for JDEDGE SOFTWARE, LLC			**22,127.50**		
JOBS AVAILABLE, INC.				Remit to: **MODESTO** **CA**	
	4/25/2011	207545	262.50		
				EMPLOYMENT ADVERTISING-HR	262.50
	Vendor Total		**262.50**		
FYTD for JOBS AVAILABLE, INC.			**1,015.00**		
JONES FAMILY DAY CARE				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207236	93.50		
				REFUND-BUS LIC OVRPMT	93.50
	Vendor Total		**93.50**		
FYTD for JONES FAMILY DAY CARE			**93.50**		
JONES, SUSAN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882433	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for JONES, SUSAN			**3,187.30**		
JTB SUPPLY CO., INC.				Remit to: **ORANGE** **CA**	
	4/4/2011	207237	4,116.19		
				TRAFFIC SIGNAL SUPPLIES	4,116.19
	Vendor Total		**4,116.19**		
FYTD for JTB SUPPLY CO., INC.			**31,606.03**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
K-12 SPECIALTIES INC.				Remit to: **SAN DIMAS** **CA**	
	4/25/2011	882593	353.43		
				CLEANING SUPPLIES-CONF & REC C	353.43
	Vendor Total		**353.43**		
FYTD for K-12 SPECIALTIES INC.			**353.43**		
KARINA SPORTS				Remit to: **SANTA ANA** **CA**	
	4/4/2011	207238	28.86		
				REFUND-BUS LIC OVRPMT	28.86
	Vendor Total		**28.86**		
FYTD for KARINA SPORTS			**28.86**		
KASHEFIPOUR, HOSSEIN				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207367	297.90		
				MILEAGE REIMBURSEMENT	38.00
				MILEAGE REIMBURSEMENT	75.50
				MILEAGE REIMBURSEMENT	36.50
				MILEAGE REIMBURSEMENT	30.09
				MILEAGE REIMBURSEMENT	26.52
				MILEAGE REIMBURSEMENT	91.29
	Vendor Total		**297.90**		
FYTD for KASHEFIPOUR, HOSSEIN			**638.90**		
KING, PATRICIA A.				Remit to: **LAS VEGAS** **NV**	
	4/4/2011	207239	267.88		
				RETIREE MED APR '11	267.88
	Vendor Total		**267.88**		
FYTD for KING, PATRICIA A.			**3,085.60**		
KINGCADE, LAVETTE				Remit to: **PERRIS** **CA**	
	4/18/2011	207455	45.00		
				REFUND-ANML SVC FEES	19.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**45.00**		
FYTD for KINGCADE, LAVETTE			**45.00**		
KLAGUES, JENNELL				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207240	75.00		
				REFUND-NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for KLAGUES, JENNELL			**75.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KOLB, CHARLES E.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882434	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**3,187.30**		
KOLLAR, KYLE				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882435	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**3,187.30**		
KONICA MINOLTA BUSINESS SOLUTIONS USA				Remit to: **RAMSEY** **NJ**	
	4/18/2011	207456	79.48		
				REFUND-BUS LIC OVRPMT	79.48
	Vendor Total		**79.48**		
FYTD for KONICA MINOLTA BUSINESS SOLUTIONS USA			**79.48**		
KOSER, MATTHEW				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207368	75.00		
				PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total		**75.00**		
FYTD for KOSER, MATTHEW			**75.00**		
KYLE, GARY M.				Remit to: **PRESCOTT VALLEY** **AZ**	
	4/4/2011	882436	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**3,187.30**		
L D M PLUMBING & MECHANICAL, INC				Remit to: **ORCUTT** **CA**	
	4/11/2011	207369	23.13		
				REFUND-BUS LIC OVRPMT	23.13
	Vendor Total		**23.13**		
FYTD for L D M PLUMBING & MECHANICAL, INC			**23.13**		
LAFATA, JOSEPHINE				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882437	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**3,168.46**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAM, FRANCISCO				Remit to: **PERRIS** **CA**	
	4/25/2011	207546	36.00		
				REFUND-CAMP REGIST	36.00
	Vendor Total		**36.00**		
FYTD for LAM, FRANCISCO			**195.25**		
LANG, TRACEY				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207241	152.00		
				INSTRUCTIONAL SVCS-4 DAYS	152.00
	4/11/2011	207370	152.00		
				INSTRUCTIONAL SVCS-4 DAYS	152.00
	Vendor Total		**304.00**		
FYTD for LANG, TRACEY			**760.00**		
LAW ENFORCEMENT ASSOCIATES				Remit to: **RALEIGH** **NC**	
	4/25/2011	207547	12,541.83		
				MICRO DV CAMERAS-PD	12,000.00
				MEMORY CARDS-PD	1,119.60
				DISCOUNT-PD	-1,697.23
				SHIPPING-PD	120.00
				SALES TAX-PD	999.46
	Vendor Total		**12,541.83**		
FYTD for LAW ENFORCEMENT ASSOCIATES			**12,541.83**		
LAWN TECH EQUIPMENT				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	882594	14.59		
				TREE TRIMMING EQUIP PART	14.59
	Vendor Total		**14.59**		
FYTD for LAWN TECH EQUIPMENT			**2,632.41**		
LEAAETOA, SAVIETI ASELA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207242	54.54		
				REFUND-CITATION OVRPMT	54.54
	Vendor Total		**54.54**		
FYTD for LEAAETOA, SAVIETI ASELA			**54.54**		
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV				Remit to: **RANCHO MIRAGE** **CA**	
	4/4/2011	207243	100.00		
				ANNUAL MEMBERSHIP	100.00
	Vendor Total		**100.00**		
FYTD for LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV			**100.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LENNY'S AUTO REPAIR				Remit to: **PERRIS** **CA**	
	4/4/2011	207244	100.61		
				REFUND-BUS LIC OVRPMT	100.61
	Vendor Total		**100.61**		
FYTD for LENNY'S AUTO REPAIR			**100.61**		
LEWIS, CAROLYN S.				Remit to: **BEAUMONT** **CA**	
	4/4/2011	882438	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LEWIS, CAROLYN S.			**3,168.46**		
LEXISNEXIS				Remit to: **LOS ANGELES** **CA**	
	4/25/2011	882595	1,480.00		
				ONLINE SVCS-CDD	370.00
				ONLINE SVCS-CITY ATTORNEYS	740.00
				ONLINE SVCS-CITY CLERKS	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**16,280.00**		
LINDA CONSTANT, PAUL NEY				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207245	6,400.00		
				SETTLEMENT AGREEMENT	6,400.00
	Vendor Total		**6,400.00**		
FYTD for LINDA CONSTANT, PAUL NEY			**6,400.00**		
LINTON, ROBERT				Remit to: **CORONA** **CA**	
	4/11/2011	207372	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for LINTON, ROBERT			**1,500.00**		
LOAR, CARRIE				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207373	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LOAR, CARRIE			**50.00**		
LOGAN, CHARLES				Remit to: **LAS VEGAS** **NV**	
	4/4/2011	882439	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LONTHAIR, PAUL				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207374	75.00		
				PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total		**75.00**		
FYTD for LONTHAIR, PAUL			**75.00**		
LOPEZ, EMMANUEL				Remit to: **PERRIS** **CA**	
	4/18/2011	207457	76.00		
				REFUND-ANML SVC FEES	30.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	20.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**76.00**		
FYTD for LOPEZ, EMMANUEL			**76.00**		
LOR GEOTECHNICAL GROUP, INC.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	882440	500.00		
				SUNNYMD BLVD PED ACCESS RAMP	500.00
	4/18/2011	882547	8,056.00		
				IRONWD AVE-DAY TO BARCLAY PROJ	8,056.00
	4/25/2011	882596	6,938.00		
				IRONWD AVE-DAY TO BARCLAY PROJ	6,938.00
	Vendor Total		**15,494.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**77,755.00**		
LOS ANGELES TIMES				Remit to: **PHOENIX** **AZ**	
	4/4/2011	207246	23.92		
				SUBSCRIPTION RNWL-CITY MGR	23.92
	Vendor Total		**23.92**		
FYTD for LOS ANGELES TIMES			**47.84**		
LOYOLA, MICHAEL				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207247	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for LOYOLA, MICHAEL			**95.00**		
LUMLEY, ROBERT C.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882441	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LUTHERAN SOCIAL SERVICES OF SO. CALI F.			Remit to: **RIVERSIDE** **CA**	
4/11/2011	882512	5,000.00		
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
	Vendor Total	**5,000.00**		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.		**24,882.00**		
M J CLEANING COMPANY			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207248	43.38		
			REFUND-BUS LIC OVRPMT	43.38
	Vendor Total	**43.38**		
FYTD for M J CLEANING COMPANY		**85.95**		
MARINA LANDSCAPE, INC			Remit to: **ANAHEIM** **CA**	
4/25/2011	207599	9,419.95		
			LANDSCAPE MAINT-DSG2	4,425.04
			LANDSCAPE MAINT-DSG2	4,994.91
	Vendor Total	**9,419.95**		
FYTD for MARINA LANDSCAPE, INC		**76,927.80**		
MARTINEZ, DEO			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207549	90.00		
			REFUND-FALSE ALARM FEE	90.00
	Vendor Total	**90.00**		
FYTD for MARTINEZ, DEO		**90.00**		
MARTINEZ, REGGIE			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207458	70.00		
			SPORTS OFFICIATING SVCS	70.00
4/25/2011	207550	70.00		
			SPORTS OFFICIATING SVCS	70.00
	Vendor Total	**140.00**		
FYTD for MARTINEZ, REGGIE		**910.00**		
MATHIS, NOLAN			Remit to: **JACKSON** **KY**	
4/4/2011	882442	290.00		
			FEB '11, PD APR '11	290.00
	Vendor Total	**290.00**		
FYTD for MATHIS, NOLAN		**2,948.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MATICH CORPORATION				Remit to: **SAN BERNARDINO** **CA**	
	4/18/2011	882548	0.00		
				ASPHALTIC MATERIALS	9,040.37
				VOIDED CHECK #882548ON 4/21/11	-9,040.37
	4/25/2011	207600	10,985.94		
				ASPHALTIC MATERIALS	1,381.52
				ASPHALTIC MATERIALS	145.73
				ASPHALTIC MATERIALS	161.03
				ASPHALTIC MATERIALS	114.39
				ASPHALTIC MATERIALS	142.90
				ASPHALTIC MATERIALS	9,040.37
	Vendor Total		**10,985.94**		
FYTD for MATICH CORPORATION			**32,020.94**		
MATTHEW BENDER & CO., INC.				Remit to: **PHILADELPHIA** **PA**	
	4/25/2011	207551	1,672.00		
				TIME MATTERS MAINT-TECH SVCS	210.00
				TIME MATTERS MAINT-TECH SVCS	-10.50
				TIME MATTERS MAINT-TECH SVCS	427.50
				BILLING MATTER MAINT-TECH SVCS	350.00
				BILLING MATTER MAINT-TECH SVCS	-17.50
				BILLING MATTER MAINT-TECH SVCS	712.50
	Vendor Total		**1,672.00**		
FYTD for MATTHEW BENDER & CO., INC.			**1,672.00**		
MAXINOSKI, SUE A.				Remit to: **AVINGER** **TX**	
	4/4/2011	882443	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**3,187.30**		
MAYANS DEVELOPMENT INC				Remit to: **YORBA LINDA** **CA**	
	4/18/2011	207459	1,314.48		
				MAINT/REHAB SVCS-11620 WARBLER	340.00
				MAINT/REHAB SVCS-15736 GRANADA	974.48
	Vendor Total		**1,314.48**		
FYTD for MAYANS DEVELOPMENT INC			**126,039.81**		
McDONALD, CHRIS				Remit to: **PERRIS** **CA**	
	4/18/2011	207460	456.00		
				INSTRUCTIONAL SVCS-12 DAYS	456.00
	Vendor Total		**456.00**		
FYTD for McDONALD, CHRIS			**2,242.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEEKS, DANIEL				Remit to: **PERRIS** **CA**	
	4/18/2011	882549	280.00		
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	40.00
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	80.00
	Vendor Total		**280.00**		
FYTD for MEEKS, DANIEL			**1,780.00**		
MENGISTU, YESHIALEM				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207461	115.26		
				MILEAGE REIMBURSEMENT	115.26
	Vendor Total		**115.26**		
FYTD for MENGISTU, YESHIALEM			**921.14**		
MESA, MICHELLE				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207249	404.50		
				REFUND-CITATION DISMISSED	404.50
	Vendor Total		**404.50**		
FYTD for MESA, MICHELLE			**404.50**		
MESSIN, LOUIS				Remit to: **BULLHEAD CITY** **AZ**	
	4/4/2011	882444	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**3,187.30**		
MEYERS, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207375	189.00		
				INSTRUCTION SVCS-DRAWING	189.00
	Vendor Total		**189.00**		
FYTD for MEYERS, ROBERT			**2,100.00**		
MILES, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882445	229.88		
				RETIREE MED APR '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**2,086.70**		
MINARD, MARK E.				Remit to: **REDLANDS** **CA**	
	4/4/2011	882446	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**3,123.94**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MIRANDA, JOANNA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207552	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for MIRANDA, JOANNA			**100.00**		
MISTRETTA, ARTHUR				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	882550	180.00		
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	72.00
	Vendor Total		**180.00**		
FYTD for MISTRETTA, ARTHUR			**2,646.00**		
MOLLICA, MIKE				Remit to: **DUNNELLON** **FL**	
	4/4/2011	882447	401.42		
				RETIREE MED APR '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**4,014.20**		
MONTO, DANIEL				Remit to: **RIVERSIDE** **CA**	
	4/18/2011	207462	26.01		
				MILEAGE REIMBURSEMENT	26.01
	Vendor Total		**26.01**		
FYTD for MONTO, DANIEL			**74.97**		
MORA, PATRICIA A.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882448	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**3,187.30**		
MORENO VALLEY BOWL				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207553	400.00		
				INSTRUCTOR SVCS-BOWLING	400.00
	Vendor Total		**400.00**		
FYTD for MORENO VALLEY BOWL			**800.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CHAMBER OF COMMERCE			Remit to: **MORENO VALLEY CA**	
4/11/2011	207376	90.00		
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
	Vendor Total	**90.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		**28,720.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.			Remit to: **MORENO VALLEY CA**	
4/8/2011	2834	1,567.50		
			MVCEA DUES 4/8/11	1,567.50
4/22/2011	2842	1,562.00		
			MVCEA DUES 4/22/11	1,562.00
	Vendor Total	**3,129.50**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		**34,484.00**		
MORENO VALLEY GATEWAY, LLC			Remit to: **SAN JUAN CAPISTRAN(CA**	
4/18/2011	882551	17,142.59		
			BLDG LEASE-FACILITIES ANNEX	2,458.97
			BLDG LEASE-TECH SVCS ANNEX	5,475.90
			BLDG LEASE-SPCL DIST/MVU ANNEX	9,207.72
	Vendor Total	**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC		**171,425.90**		
MORENO VALLEY HISPANIC CHAMBER OF COMMER			Remit to: **MORENO VALLEY CA**	
4/11/2011	207377	70.00		
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
	Vendor Total	**70.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		**6,230.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY POLICE VOLUNTEERS			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207378	700.00		
			DONATIONS	100.00
			DONATIONS	100.00
			DONATIONS	200.00
			DONATIONS	100.00
			DONATIONS	200.00
Vendor Total		**700.00**		
FYTD for MORENO VALLEY POLICE VOLUNTEERS		**700.00**		
MORENO VALLEY UTILITY			Remit to: **HEMET** **CA**	
4/25/2011	207554	4,964.77		
			ELECTRIC SVC-UT FIELD OFFICE	74.77
			ERT METERS-TRFFC ENG	4,890.00
Vendor Total		**4,964.77**		
FYTD for MORENO VALLEY UTILITY		**686,120.43**		
MORGAN, LISA A.			Remit to: **MENTONE** **CA**	
4/4/2011	882449	318.73		
			RETIREE MED APR '11	318.73
Vendor Total		**318.73**		
FYTD for MORGAN, LISA A.		**3,187.30**		
MSA - INLAND EMPIRE / DESERT CHAPTER			Remit to: **FONTANA** **CA**	
4/25/2011	207555	40.00		
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
Vendor Total		**40.00**		
FYTD for MSA - INLAND EMPIRE / DESERT CHAPTER		**40.00**		
MULTI - FAMILY BUILDERS, INC			Remit to: **PALM DESERT** **CA**	
4/4/2011	207250	57.00		
			REFUND-BUS LIC OVRPMT	57.00
Vendor Total		**57.00**		
FYTD for MULTI - FAMILY BUILDERS, INC		**57.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MUNOZ, ARIEL				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207464	79.29		
				MILEAGE REIMBURSEMENT	13.50
				MILEAGE REIMBURSEMENT	65.79
	Vendor Total		**79.29**		
FYTD for MUNOZ, ARIEL			**243.29**		
MUSICK, PEELER & GARRETT, LLP				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	207379	5,640.00		
				LEGAL SERVICES-HR	5,640.00
	Vendor Total		**5,640.00**		
FYTD for MUSICK, PEELER & GARRETT, LLP			**27,099.34**		
MYERS, ANA MARIA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207556	75.00		
				INSTRUCTOR SVCS-CPR/1ST AID	75.00
	Vendor Total		**75.00**		
FYTD for MYERS, ANA MARIA			**150.00**		
NATIONWIDE RETIREMENT SOLUTIONS				Remit to: **COLUMBUS** **OH**	
	4/8/2011	2832	8,290.90		
				PST DEF COMP FOR FICA 4/8/11	8,290.90
	4/8/2011	2833	23,944.87		
				DEF COMP-457 & 401(A) 4/8/11	23,944.87
	4/22/2011	2840	8,066.27		
				PST DEF COMP FOR FICA 4/22/11	8,066.27
	4/22/2011	2841	23,944.87		
				DEF COMP-457 & 401(A) 4/22/11	23,944.87
	4/22/2011	2848	119.00		
				DEF COMP-457 & 401(A) 4/22/11	119.00
	Vendor Total		**64,365.91**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**687,065.66**		
NAVARRETTE, RALPH				Remit to: **RANCHO CUCAMONGA** **CA**	
	4/4/2011	882450	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVCO SECURITY SYSTEMS			Remit to: **ANAHEIM** **CA**	
4/11/2011	882513	6,518.60		
			INDOOR DOME CAMERAS-PSB	6,518.60
4/18/2011	882552	196.00		
			DVR REPAIR-POLICE	196.00
Vendor Total		**6,714.60**		
FYTD for NAVCO SECURITY SYSTEMS		**7,313.35**		
NELSON, ROBERT			Remit to: **ONTARIO** **CA**	
4/4/2011	882451	325.66		
			RETIREE MED APR '11	325.66
Vendor Total		**325.66**		
FYTD for NELSON, ROBERT		**3,136.24**		
NELSON, RUTH L.			Remit to: **PERRIS** **CA**	
4/4/2011	882452	318.73		
			RETIREE MED APR '11	318.73
Vendor Total		**318.73**		
FYTD for NELSON, RUTH L.		**3,187.30**		
NELSON, TIMOTHY IVAN			Remit to: **GRAND TERRACE** **CA**	
4/11/2011	207380	532.00		
			INSTRUCTIONAL SVCS-14 DAYS	532.00
Vendor Total		**532.00**		
FYTD for NELSON, TIMOTHY IVAN		**3,116.00**		
NEUSTAEDTER, CRAIG S			Remit to: **IRVINE** **CA**	
4/4/2011	207251	318.73		
			RETIREE MED APR '11	318.73
Vendor Total		**318.73**		
FYTD for NEUSTAEDTER, CRAIG S		**3,187.30**		
NEW HORIZON MOBILE HOME PARK			Remit to: **LOS ANGELES** **CA**	
4/11/2011	882514	12.67		
			REFUND-UT USER TAXES	12.67
Vendor Total		**12.67**		
FYTD for NEW HORIZON MOBILE HOME PARK		**58.49**		
NGUYEN, QUANG			Remit to: **AZUSA** **CA**	
4/18/2011	882553	114.24		
			MILEAGE REIMBURSEMENT	114.24
Vendor Total		**114.24**		
FYTD for NGUYEN, QUANG		**462.24**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207252	401.42		
				RETIREE MED APR '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**4,014.20**		
NINYO & MOORE GEOTECHNICAL				Remit to: **SAN DIEGO** **CA**	
	4/4/2011	207253	11,741.00		
				IRONWOOD AVE/INDIAN BASIN PROJ	11,741.00
	4/25/2011	207557	9,592.50		
				IRONWOOD AVE/INDIAN BASIN PROJ	9,592.50
	Vendor Total		**21,333.50**		
FYTD for NINYO & MOORE GEOTECHNICAL			**60,786.00**		
NOBEL SYSTEMS				Remit to: **SAN BERNARDINO** **CA**	
	4/25/2011	882599	3,892.00		
				GIS CONVERSION SVCS-TECH SVCS	3,892.00
	Vendor Total		**3,892.00**		
FYTD for NOBEL SYSTEMS			**53,352.00**		
NOBLES, GARRETT				Remit to: **HEMET** **CA**	
	4/18/2011	207465	107.10		
				MILEAGE REIMBURSEMENT	107.10
	Vendor Total		**107.10**		
FYTD for NOBLES, GARRETT			**613.18**		
OFFICE DEPOT				Remit to: **LOS ANGELES** **CA**	
	4/25/2011	207558	91.07		
				EMERG OFFICE SUPPLIES-FIRE PRV	91.07
	Vendor Total		**91.07**		
FYTD for OFFICE DEPOT			**179.79**		
OKABE, LESLIE				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207382	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for OKABE, LESLIE			**30.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OPERATION SAFEHOUSE, INC.			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207383	1,952.02		
			CDBG SVCS-SHELTER PRGM	1,838.56
			CDBG SVCS-SHELTER PRGM	113.46
	Vendor Total	**1,952.02**		
FYTD for OPERATION SAFEHOUSE, INC.		**10,497.48**		
ORACLE AMERICA			Remit to: **SAN FRANCISCO** **CA**	
4/25/2011	207559	21,621.69		
			ONEWORLD MAINT-TECH SVCS	21,621.69
	Vendor Total	**21,621.69**		
FYTD for ORACLE AMERICA		**64,865.07**		
ORROCK, POPKA, FORTINO & BRISLIN			Remit to: **RIVERSIDE** **CA**	
4/11/2011	882515	740.05		
			LEGAL SERVICES-RISK MGT	740.05
4/18/2011	882554	789.70		
			LEGAL SERVICES-RISK MGT	626.40
			LEGAL SERVICES-RISK MGT	163.30
	Vendor Total	**1,529.75**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		**12,669.23**		
OTAKU WANTED			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207254	57.00		
			REFUND-BUS LIC OVRPMT	57.00
	Vendor Total	**57.00**		
FYTD for OTAKU WANTED		**57.00**		
OVERLAND PACIFIC & CUTLER, INC.			Remit to: **LONG BEACH** **CA**	
4/11/2011	882516	105.00		
			SR-60/NASON ST. INTRCHNG PROJ	105.00
4/18/2011	882555	13,440.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
	Vendor Total	**13,545.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**116,037.75**		
P&D CONSULTANTS, INC.			Remit to: **ORANGE** **CA**	
4/4/2011	207255	4,800.00		
			UNITY CT WATER CONSERV PROJ	1,500.00
			UNITY CT WATER CONSERV PROJ	2,200.00
			UNITY CT WATER CONSERV PROJ	1,100.00
	Vendor Total	**4,800.00**		
FYTD for P&D CONSULTANTS, INC.		**4,800.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PACIFIC GREEN HORTICULTURAL SVC			Remit to: **UPLAND** **CA**	
4/11/2011	882517	989.00		
			FERTILIZATION SVCS-E1	302.97
			FERTILIZATION SVCS-E4	550.15
			FERTILIZATION SVCS-E7	112.61
			FERTILIZATION SVCS-E14	23.27
	Vendor Total	**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**7,526.83**		
PACIFIC SAFETY COUNCIL			Remit to: **SAN DIEGO** **CA**	
4/18/2011	207498	3,240.00		
			SAFETY TRAINING WORKSHOP	3,240.00
	Vendor Total	**3,240.00**		
FYTD for PACIFIC SAFETY COUNCIL		**3,435.75**		
PACIFIC TELEMANAGEMENT SERVICES			Remit to: **SAN RAMON** **CA**	
4/18/2011	882557	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
	Vendor Total	**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**4,384.80**		
PAINTING BY ZEB BODE			Remit to: **NORCO** **CA**	
4/4/2011	207305	2,400.00		
			PAINTING SVCS-CELEB PARK	2,400.00
	Vendor Total	**2,400.00**		
FYTD for PAINTING BY ZEB BODE		**12,450.00**		
PARAGON TATTOO			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207384	24.97		
			REFUND-BUS LIC OVRPMT	24.97
	Vendor Total	**24.97**		
FYTD for PARAGON TATTOO		**24.97**		
PAREDES, KRYSTAL			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207466	9,418.50		
			RENTAL ASSISTANCE	9,418.50
	Vendor Total	**9,418.50**		
FYTD for PAREDES, KRYSTAL		**9,418.50**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PATH OF LIFE MINISTRIES			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207385	15,000.00		
			CDBG SVCS-SHELTER PRGM	15,000.00
	Vendor Total	**15,000.00**		
FYTD for PATH OF LIFE MINISTRIES		**15,000.00**		
PATTERSON, ALFREY			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207256	229.88		
			RETIREE MED APR '11	229.88
	Vendor Total	**229.88**		
FYTD for PATTERSON, ALFREY		**2,086.70**		
PATTERSON, MICHAEL			Remit to: **PERRIS** **CA**	
4/18/2011	207467	200.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
	Vendor Total	**200.00**		
FYTD for PATTERSON, MICHAEL		**560.00**		
PAUL, MICHAEL			Remit to: **HEMET** **CA**	
4/18/2011	207468	418.00		
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	110.00
			SPORTS OFFICIATING SVCS	44.00
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	88.00
			SPORTS OFFICIATING SVCS	44.00
	Vendor Total	**418.00**		
FYTD for PAUL, MICHAEL		**1,967.00**		
PAYAN, GISELA			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207560	200.00		
			REFUND-RNTL DEP 3/20/11	200.00
	Vendor Total	**200.00**		
FYTD for PAYAN, GISELA		**200.00**		
PENA, IRIS			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207469	60.08		
			MILEAGE REIMBURSEMENT	60.08
4/25/2011	207561	70.48		
			MILEAGE REIMBURSEMENT	70.48
	Vendor Total	**130.56**		
FYTD for PENA, IRIS		**645.89**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PENTON MEDIA, INC.				Remit to: **OVERLAND PARK** **KS**	
	4/25/2011	882600	2,500.00		
				ADVERTISING SVCS-EDD	2,500.00
	Vendor Total		**2,500.00**		
FYTD for PENTON MEDIA, INC.			**5,000.00**		
PERMA				Remit to: **PALM DESERT** **CA**	
	4/11/2011	882518	423.22		
				PROP INS PREMIUM AUDIT	423.22
	Vendor Total		**423.22**		
FYTD for PERMA			**469,862.69**		
PERRIS VALLEY PRINTING CO.				Remit to: **MENIFEE** **CA**	
	4/11/2011	207386	172.91		
				IAR FORMS-FINANCE	159.00
				IAR FORMS-SALES TAX	13.91
	Vendor Total		**172.91**		
FYTD for PERRIS VALLEY PRINTING CO.			**1,559.30**		
PERRY, NORMA				Remit to: **PIONEER** **CA**	
	4/4/2011	207257	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**3,187.30**		
PERS LONG TERM CARE PROGRAM				Remit to: **PASADENA** **CA**	
	4/11/2011	207387	458.63		
				LONG TERM CARE INSURANCE	458.63
	4/25/2011	207562	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**917.26**		
FYTD for PERS LONG TERM CARE PROGRAM			**10,259.90**		
PETERSON, CHRISTINE				Remit to: **MENTONE** **CA**	
	4/18/2011	207470	297.46		
				TRAVEL EXP.-BOOST CONFERENCE	48.96
				TRAVEL EXP.-BOOST CONFERENCE	248.50
	Vendor Total		**297.46**		
FYTD for PETERSON, CHRISTINE			**1,797.46**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PHILLIPS, LA TAVIA				Remit to: **MORENO VALLEY CA**	
	4/25/2011	207563	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for PHILLIPS, LA TAVIA			**20.00**		
PITASSI ARCHITECTS, INC				Remit to: **RANCHO CUCAMONGA CA**	
	4/11/2011	882519	753.34		
				CORPORATE YARD FACILITY PROJ	753.34
	4/18/2011	882558	264.51		
				CORPORATE YARD FACILITY PROJ	264.51
	Vendor Total		**1,017.85**		
FYTD for PITASSI ARCHITECTS, INC			**169,478.51**		
PLANIT REPROGRAPHICS				Remit to: **RIVERSIDE CA**	
	4/11/2011	207388	78.65		
				RPRGRPHC SVCS-AUTO MALL PROJ.	78.65
	Vendor Total		**78.65**		
FYTD for PLANIT REPROGRAPHICS			**78.65**		
POIEMA LANDSCAPE, INC.				Remit to: **COLTON CA**	
	4/25/2011	882601	3,843.15		
				LANDSCAPE MAINT-ZONE S	1,712.15
				LANDSCAPE MAINT-E12	2,131.00
	Vendor Total		**3,843.15**		
FYTD for POIEMA LANDSCAPE, INC.			**42,583.20**		
POSTMASTER				Remit to: **MORENO VALLEY CA**	
	4/11/2011	207389	11,040.00		
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
	4/18/2011	207471	770.00		
				BRM PERMIT/ANNL MAINT FEES	636.55
				BRM PERMIT/ANNL MAINT FEES	133.45
	Vendor Total		**11,810.00**		
FYTD for POSTMASTER			**36,159.87**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
POUNDS, NANCY				Remit to: **REDLANDS** **CA**	
	4/11/2011	207390	611.50		
				TUITION REIMBURSEMENT	611.50
	Vendor Total		**611.50**		
FYTD for POUNDS, NANCY			**1,813.00**		
POWER PLUS				Remit to: **ANAHEIM** **CA**	
	4/4/2011	207258	26.93		
				REFUND-BUS LIC OVRPMT	26.93
	Vendor Total		**26.93**		
FYTD for POWER PLUS			**26.93**		
POWERTECH ENGINES, INC.				Remit to: **LOS ALTOS** **CA**	
	4/25/2011	207564	298.23		
				PART-STREET SWEEPER	298.23
	Vendor Total		**298.23**		
FYTD for POWERTECH ENGINES, INC.			**298.23**		
PRESS ENTERPRISE				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207565	5,845.70		
				ADVERTISING SVCS-EDD	4,529.48
				ADVERTISING SVCS-EDD	828.73
				ADVERTISING SVCS-EDD	487.49
	Vendor Total		**5,845.70**		
FYTD for PRESS ENTERPRISE			**8,066.10**		
PRICE, GEORGE E.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882454	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**3,187.30**		
PROTECTION ONE, INC.				Remit to: **WITCHITA** **KS**	
	4/11/2011	207391	42.00		
				MONITORING SVCS-PRO SHOP	21.00
				MONITORING SVCS-MVTV STUDIO	21.00
	Vendor Total		**42.00**		
FYTD for PROTECTION ONE, INC.			**404.00**		
PULLIAM, TRENT D.				Remit to: **MISSION VIEJO** **CA**	
	4/4/2011	882455	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PW ENHANCEMENT CENTER				Remit to: **MORENO VALLEY CA**	
	4/11/2011	882520	2,485.12		
				CDBG SVCS-EMERG SVCS PRGM	2,485.12
	Vendor Total		**2,485.12**		
FYTD for PW ENHANCEMENT CENTER			**58,633.80**		
QWEST COMMUNICATIONS COMPANY, LLC				Remit to: **DENVER CO**	
	4/18/2011	207472	48.29		
				REFUND-BUS LIC OVRPMT	48.29
	Vendor Total		**48.29**		
FYTD for QWEST COMMUNICATIONS COMPANY, LLC			**48.29**		
R & S OVERHEAD DOORS, INC.				Remit to: **FONTANA CA**	
	4/11/2011	882521	516.00		
				MOVABLE WALL MAINT-SENIOR CT	516.00
	4/25/2011	882602	1,121.00		
				DOOR MAINT-FS #58	201.00
				DOOR MAINT-FS #2	201.00
				DOOR MAINT-FS #48	141.00
				DOOR MAINT-FS #6	201.00
				DOOR MAINT-FS #65	141.00
				DOOR MAINT-FS #91	236.00
	Vendor Total		**1,637.00**		
FYTD for R & S OVERHEAD DOORS, INC.			**20,397.25**		
RALLY MANAGEMENT SERVICES, LLC				Remit to: **RANCHO CUCAMONGA CA**	
	4/18/2011	882559	4,422.60		
				TEMP SVCS-R HENDERSON W/E 3/13	719.28
				TEMP SVCS-R HENDERSON W/E 3/20	719.28
				TEMP SVCS-R HENDERSON W/E 3/27	719.28
				TEMP SVCS-J RODRIGUEZ W/E 3/13	754.92
				TEMP SVCS-J RODRIGUEZ W/E 3/20	754.92
				TEMP SVCS-J RODRIGUEZ W/E 3/27	754.92
	Vendor Total		**4,422.60**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**63,130.55**		
RAMIREZ, MARISOL				Remit to: **MORENO VALLEY CA**	
	4/18/2011	207473	24.00		
				INSTRUCTOR SVCS-FOLKLORIC DANC	24.00
	Vendor Total		**24.00**		
FYTD for RAMIREZ, MARISOL			**42.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RAMOS, ROBERTO			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207392	216.00		
			INSTRUCTION SVCS-TAE KWON DO	162.00
			INSTRUCTION SVCS-TAE KWON DO	54.00
	Vendor Total	**216.00**		
FYTD for RAMOS, ROBERTO		**723.00**		
RAY-RAMIREZ, DARCY L.			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207259	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.		**1,912.38**		
RICE FIRE PROTECTION			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207260	314.13		
			REFUND-BUS LIC OVRPMT	314.13
	Vendor Total	**314.13**		
FYTD for RICE FIRE PROTECTION		**314.13**		
RICK ENGINEERING COMPANY			Remit to: **RIVERSIDE** **CA**	
4/4/2011	882456	985.00		
			T/S-SUNNYMD RANCH/VILLAGE RD	985.00
4/18/2011	882560	260.00		
			DRACAEA SIDEWALK IMPRVMNT PROJ	260.00
	Vendor Total	**1,245.00**		
FYTD for RICK ENGINEERING COMPANY		**38,513.16**		
RIGHTWAY SITE SERVICES, INC.			Remit to: **LAKE ELSINORE** **CA**	
4/18/2011	207474	72.38		
			PORTABLE RESTROOM-GOLF COURSE	72.38
	Vendor Total	**72.38**		
FYTD for RIGHTWAY SITE SERVICES, INC.		**144.76**		
RIVERSIDE AREA RAPE CRISIS CENTER			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207394	982.17		
			CDBG SVCS-ABUSE PREV PRGM	492.12
			CDBG SVCS-ABUSE PREV PRGM	490.05
	Vendor Total	**982.17**		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER		**5,463.83**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE CONSTRUCTION COMPANY, INC			Remit to: **RIVERSIDE** **CA**	
4/7/2011	110403	23,656.80		
			RETENTN PYMT PER ESCROW AGRMNT	23,656.80
Vendor Total		**23,656.80**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		**2,955,545.50**		
RIVERSIDE COUNTY ASSESSOR			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207261	225.00		
			RECORDING FEES-PW	225.00
Vendor Total		**225.00**		
FYTD for RIVERSIDE COUNTY ASSESSOR		**324.00**		
RIVERSIDE COUNTY CLERK/RECORDER			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207262	156.00		
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
4/11/2011	207395	13.00		
			LIEN RELEASE FEE-CODE	13.00
4/18/2011	207475	78.00		
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
4/25/2011	207566	13.00		
			LIEN RELEASE FEE-FIRE PREV	13.00
Vendor Total		**260.00**		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		**500.00**		
RIVERSIDE COUNTY DEPARTMENT OF HEALTH			Remit to: **RIVERSIDE** **CA**	
4/18/2011	207476	225.00		
			MASSAGE TECH EXAMS-BUS LIC	225.00
Vendor Total		**225.00**		
FYTD for RIVERSIDE COUNTY DEPARTMENT OF HEALTH		**750.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY HABITAT CONSERVATION			Remit to: **RIVERSIDE** **CA**	
4/18/2011	207477	4,750.00		
			MITIGATION FEES	4,750.00
Vendor Total		**4,750.00**		
FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION		**93,650.00**		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207263	1,982.12		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			RADIO SVCS-POLICE	1,769.45
4/25/2011	207567	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			VPN CONNECTION-TECH SVCS	30.26
Vendor Total		**2,225.05**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**19,511.60**		
RIVERSIDE COUNTY SHERIFF			Remit to: **RIVERSIDE** **CA**	
4/4/2011	882459	9,412.26		
			BOOKING FEES-POLICE	9,412.26
Vendor Total		**9,412.26**		
FYTD for RIVERSIDE COUNTY SHERIFF		**22,414,946.15**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207396	648.41		
			GARNISHMENT	173.66
			GARNISHMENT	474.75
4/25/2011	207568	883.20		
			GARNISHMENT	175.16
			GARNISHMENT	474.93
			GARNISHMENT	233.11
Vendor Total		**1,531.61**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**17,361.03**		
RIVERSIDE COUNTY SHERIFF MV			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207264	288.84		
			EXTRA DUTY SVCS-PD	282.68
			EXTRA DUTY SVCS-PD	6.16
Vendor Total		**288.84**		
FYTD for RIVERSIDE COUNTY SHERIFF MV		**178,889.29**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE RUBBER STAMP & ENGRAVING			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207306	20.64		
			GREEN STAMP-PURCHASING	13.46
			GREEN STAMP-PURCHASING	6.00
			GREEN STAMP-PURCHASING	1.18
	Vendor Total	**20.64**		
FYTD for RIVERSIDE RUBBER STAMP & ENGRAVING		**166.99**		
RLZ ENGINEERING			Remit to: **CORONA** **CA**	
4/18/2011	882562	6,882.00		
			TEMP STAFFING SVCS-CAP PROJS	6,882.00
	Vendor Total	**6,882.00**		
FYTD for RLZ ENGINEERING		**60,977.00**		
ROBERT ALLEN CUNNINGHAM & JOANNA SMITH			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207265	7,900.00		
			MOVING EXPENSES-PERRIS BL PROJ	7,900.00
	Vendor Total	**7,900.00**		
FYTD for ROBERT ALLEN CUNNINGHAM & JOANNA SMITH		**13,075.00**		
ROBINSON, JOAQUIN DIEGO			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207397	190.00		
			INSTRUCTIONAL SVCS-5 DAYS	190.00
	Vendor Total	**190.00**		
FYTD for ROBINSON, JOAQUIN DIEGO		**1,748.00**		
ROCHA, SARA L.			Remit to: **QUEEN CREEK** **AZ**	
4/4/2011	882461	812.31		
			JAN-MAR '1 ($152.10 X 3), MAR-	812.31
	Vendor Total	**812.31**		
FYTD for ROCHA, SARA L.		**3,356.87**		
RODRIGUEZ, CARLOS			Remit to: **SUN CITY** **CA**	
4/18/2011	207478	1,500.00		
			TUITION REIMBURSEMENT	1,500.00
	Vendor Total	**1,500.00**		
FYTD for RODRIGUEZ, CARLOS		**1,500.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RODRIGUEZ, HECTOR				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207479	160.00		
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	80.00
	Vendor Total		**160.00**		
FYTD for RODRIGUEZ, HECTOR			**1,160.00**		
RODRIGUEZ, LAUREN				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207569	105.57		
				MILEAGE REIMBURSEMENT	105.57
	Vendor Total		**105.57**		
FYTD for RODRIGUEZ, LAUREN			**783.03**		
RODRIGUEZ, RUDY				Remit to: **WHITTIER** **CA**	
	4/11/2011	207398	553.20		
				GARNISHMENT REFUND	553.20
	Vendor Total		**553.20**		
FYTD for RODRIGUEZ, RUDY			**553.20**		
ROGERS, EUGENE				Remit to: **PALM SPRINGS** **CA**	
	4/4/2011	882462	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for ROGERS, EUGENE			**3,187.30**		
ROGERS, KIANNA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207570	45.90		
				MILEAGE REIMBURSEMENT	45.90
	Vendor Total		**45.90**		
FYTD for ROGERS, KIANNA			**1,075.53**		
ROSS, DAVID T.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882463	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for ROSS, DAVID T.			**3,187.30**		
ROSSON, LOUIS A.				Remit to: **PERRIS** **CA**	
	4/4/2011	882464	270.80		
				RETIREE MED APR '11	174.30
				MAR "11, PAID APR '11	96.50
	Vendor Total		**270.80**		
FYTD for ROSSON, LOUIS A.			**2,917.96**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RUIZ, HENRY				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207571	300.00		
				REFUND-RNTL DEP 4/2/11	100.00
				REFUND-RNTL DEP 4/2/11	200.00
	Vendor Total		**300.00**		
FYTD for RUIZ, HENRY			**300.00**		
RUSSO, JOHN				Remit to: **RANCHO MIRAGE** **CA**	
	4/4/2011	882465	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**3,187.30**		
RUVALCABA, RAFAEL				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207399	380.00		
				INSTRUCTIONAL SVCS-10 DAYS	380.00
	Vendor Total		**380.00**		
FYTD for RUVALCABA, RAFAEL			**1,178.00**		
SA ASSOCIATES				Remit to: **ARCADIA** **CA**	
	4/4/2011	882466	10,050.00		
				TEMP STAFFING SVCS-CAP PROJS	10,050.00
	4/18/2011	882563	12,525.00		
				TEMP STAFFING SVCS-CAP PROJS	12,525.00
	Vendor Total		**22,575.00**		
FYTD for SA ASSOCIATES			**110,175.00**		
SAFEPLAY BY DESIGN, INC				Remit to: **ELK GROVE** **CA**	
	4/11/2011	207400	15.00		
				INSPECTION WORKSHEETS-PARKS	15.00
	Vendor Total		**15.00**		
FYTD for SAFEPLAY BY DESIGN, INC			**15.00**		
SAFETY KLEEN CORP.				Remit to: **HIGHLAND** **CA**	
	4/4/2011	207266	1,200.57		
				WASHING TANK SVC-PW MAINT	825.00
				WASHING TANK SVC-PW MAINT	375.57
	Vendor Total		**1,200.57**		
FYTD for SAFETY KLEEN CORP.			**1,200.57**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAGASTUME, MARIO				Remit to: **HEMET** **CA**	
	4/11/2011	207401	342.00		
				INSTRUCTIONAL SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for SAGASTUME, MARIO			**1,064.00**		
SALMAN, CLAUDIA				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207402	183.60		
				INSTRUCTION SVCS-ZUMBA	183.60
	Vendor Total		**183.60**		
FYTD for SALMAN, CLAUDIA			**523.20**		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				Remit to: **SAN BERNARDINO** **CA**	
	4/4/2011	882467	919.09		
				FIRE EXTING SVC-EMRG MGT	239.48
				FIRE EXTING SVC-EMRG MGT	79.61
				FIRE SPRINKLER MAINT-CONF & RE	600.00
	Vendor Total		**919.09**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			**3,993.41**		
SANCHEZ HANDYMAN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207267	62.37		
				REFUND-BUS LIC OVRPMT	62.37
	Vendor Total		**62.37**		
FYTD for SANCHEZ HANDYMAN			**62.37**		
SARES REGIS MANAGEMENT COMPNAY				Remit to: **IRVINE** **CA**	
	4/4/2011	207268	46.81		
				REFUND-BUS LIC OVRPMT	46.81
	Vendor Total		**46.81**		
FYTD for SARES REGIS MANAGEMENT COMPNAY			**69.95**		
SAVI PROFESSIONAL SERVICES, INC.				Remit to: **ANAHEIM** **CA**	
	4/4/2011	207269	90.00		
				REFUND-FALSE ALARM OVRPMT	90.00
	Vendor Total		**90.00**		
FYTD for SAVI PROFESSIONAL SERVICES, INC.			**90.00**		
SCHMIDT, MATTHEW				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207403	195.00		
				PER DIEM-CRIM HWY INTRDCTN TRN	195.00
	Vendor Total		**195.00**		
FYTD for SCHMIDT, MATTHEW			**195.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SCHOENFELDER, LAURA			Remit to: **PERRIS** **CA**	
4/11/2011	207404	114.00		
			INSTRUCTIONAL SVCS-3 DAYS	114.00
	Vendor Total	**114.00**		
FYTD for SCHOENFELDER, LAURA		**380.00**		
SCOTT C NELSON, M D			Remit to: **REDLANDS** **CA**	
4/4/2011	207270	42.87		
			REFUND-BUS LIC OVRPMT	42.87
	Vendor Total	**42.87**		
FYTD for SCOTT C NELSON, M D		**42.87**		
SECURITY LOCK & KEY			Remit to: **YUCAIPA** **CA**	
4/11/2011	882522	64.21		
			FILE CABINET LOCKS-LAND DEV	64.21
4/18/2011	882565	701.83		
			LOCK SERVICE-CITY HALL	177.00
			LOCK SERVICE-CITY HALL	118.33
			LOCK SERVICE-FACILITIES	406.50
4/25/2011	882604	97.50		
			MISC LOCK REPAIR-PD	97.50
	Vendor Total	**863.54**		
FYTD for SECURITY LOCK & KEY		**3,955.22**		
SERRANO, RYAN			Remit to: **BEAUMONT** **CA**	
4/4/2011	207271	95.00		
			REFUND-RABIES/NEUTER DEPOSIT	20.00
			REFUND-RABIES/NEUTER DEPOSIT	75.00
	Vendor Total	**95.00**		
FYTD for SERRANO, RYAN		**95.00**		
SHAH, ANJUM			Remit to: **PERRIS** **CA**	
4/25/2011	207572	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for SHAH, ANJUM		**20.00**		
SHAH, JAGDISH			Remit to: **DIAMOND BAR** **CA**	
4/18/2011	882566	6,000.00		
			TEMP STAFFING SVCS-CAP PROJS	6,000.00
	Vendor Total	**6,000.00**		
FYTD for SHAH, JAGDISH		**151,200.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHARRETT, SHARON K.				Remit to: **ONTARIO** **CA**	
	4/4/2011	207272	174.30		
				RETIREE MED APR '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,857.36**		
SHEAHAN, MARY A.				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207405	85.30		
				REFUND-ADMIN CITATION	85.30
	Vendor Total		**85.30**		
FYTD for SHEAHAN, MARY A.			**85.30**		
SHELDON, STUART H.				Remit to: **MURRIETA** **CA**	
	4/4/2011	207273	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**3,187.30**		
SHELL OIL CO.				Remit to: **COLUMBUS** **OH**	
	4/4/2011	207274	1,126.57		
				FUEL PURCHASES	1,126.57
	4/18/2011	207480	57.69		
				FUEL PURCHASE	57.69
	4/25/2011	207573	18.20		
				FUEL PURCHASE	18.20
	Vendor Total		**1,202.46**		
FYTD for SHELL OIL CO.			**14,498.57**		
SHURTLEFF, JEANNETTE L.				Remit to: **LAKE ELSINORE** **CA**	
	4/11/2011	882523	570.00		
				INSTRUCTIONAL SVCS-15 DAYS	570.00
	Vendor Total		**570.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**4,674.00**		
SILVERSTRE, ANGELICA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207275	115.00		
				REFUND-RABIES/NEUTER DEPOSIT	20.00
				REFUND-RABIES/NEUTER DEPOSIT	20.00
				REFUND-RABIES/NEUTER DEPOSIT	75.00
	Vendor Total		**115.00**		
FYTD for SILVERSTRE, ANGELICA			**115.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SIMON, SHERMAN				Remit to: **MIRA LOMA** **CA**	
	4/25/2011	207574	75.00		
				INSTRUCTOR SVCS-CPR/1ST AID	75.00
	Vendor Total		**75.00**		
FYTD for SIMON, SHERMAN			**75.00**		
SINGLETON-DECUIR, JANISHEIA				Remit to: **RIVERSIDE** **CA**	
	4/18/2011	882567	399.46		
				MILEAGE REIMBURSEMENT	102.00
				TRAVEL EXP.-BOOST CONFERENCE	48.96
				TRAVEL EXP.-BOOST CONFERENCE	248.50
	Vendor Total		**399.46**		
FYTD for SINGLETON-DECUIR, JANISHEIA			**676.46**		
SKY PUBLISHING				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207575	1,650.00		
				ADVERTISING SVCS-EDD	1,650.00
	Vendor Total		**1,650.00**		
FYTD for SKY PUBLISHING			**55,029.00**		
SKY TRAILS MOBILE VILLAGE				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	882524	73.36		
				REFUND-UT USER TAXES	73.36
	Vendor Total		**73.36**		
FYTD for SKY TRAILS MOBILE VILLAGE			**409.27**		
SMITH, MARIA A.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882468	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**3,168.46**		
SMOKE PLUS				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207276	21.04		
				REFUND-BUS LIC OVRPMT	21.04
	Vendor Total		**21.04**		
FYTD for SMOKE PLUS			**21.04**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOBOLEWSKI, NICK				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207277	86.00		
				REFUND-ANML SVC FEES	30.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	20.00
				REFUND-ANML SVC FEES	16.00
				REFUND-ANML SVC FEES	10.00
	Vendor Total		**86.00**		
FYTD for SOBOLEWSKI, NICK			**86.00**		
SOCALS SIGNS & DESIGNS, INC				Remit to: **MONTCLAIR** **CA**	
	4/11/2011	207406	1,993.13		
				FABRICATE METAL LETTERS-EOC	1,350.00
				INSTALLATION CHRGS	525.00
				CA SALES TAX	118.13
	Vendor Total		**1,993.13**		
FYTD for SOCALS SIGNS & DESIGNS, INC			**1,993.13**		
SOUTH COAST AIR QUALITY MGMT DISTRICT				Remit to: **DIAMOND BAR** **CA**	
	4/18/2011	207482	402.21		
				OPERATING FEE-FS #58	293.21
				EMISSIONS FEE-FS #58	109.00
	Vendor Total		**402.21**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT			**2,478.29**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
4/4/2011	207280	5,627.24		
			ELECTRICITY	88.40
			ELECTRICITY	22.19
			ELECTRICITY	1,026.66
			ELECTRICITY	1,506.60
			ELECTRICITY	119.98
			ELECTRICITY	227.78
			ELECTRICITY	387.72
			ELECTRICITY	768.45
			ELECTRICITY	134.41
			ELECTRICITY	240.33
			ELECTRICITY	900.87
			ELECTRICITY	90.88
			ELECTRICITY	49.37
			ELECTRICITY	63.60
4/11/2011	207407	5,297.35		
			ELECTRICITY	189.65
			ELECTRICITY	1,187.68
			ELECTRICITY	848.93
			ELECTRICITY	414.73
			ELECTRICITY	426.06
			ELECTRICITY	946.75
			ELECTRICITY	85.81
			ELECTRICITY	22.29
			ELECTRICITY	853.89
			ELECTRICITY	171.77
			ELECTRICITY	86.46
			ELECTRICITY	63.33
	Vendor Total	**10,924.59**		
FYTD for SOUTHERN CALIFORNIA EDISON		**3,827,097.62**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.			Remit to: **MONTEREY PARK** **CA**	
4/18/2011	207484	8,296.17		
			GAS CHARGES	1,159.22
			GAS CHARGES	3,028.77
			GAS CHARGES	37.08
			GAS CHARGES	77.03
			GAS CHARGES	682.92
			GAS CHARGES	302.57
			GAS CHARGES	91.60
			GAS CHARGES	500.95
			GAS CHARGES	269.77
			GAS CHARGES	273.41
			GAS CHARGES	247.03
			GAS CHARGES	175.42
			GAS CHARGES	347.74
			GAS CHARGES	414.11
			GAS CHARGES	35.05
			GAS CHARGES	653.50
	Vendor Total	**8,296.17**		
FYTD for SOUTHERN CALIFORNIA GAS CO.		**68,044.68**		
SPARKLETTS			Remit to: **DALLAS** **TX**	
4/18/2011	207485	9.54		
			WATER SERVICE-SNNYMD ELEM	9.54
	Vendor Total	**9.54**		
FYTD for SPARKLETTS		**566.49**		
SPECK, GARY B.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882469	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for SPECK, GARY B.		**3,187.30**		
SPECTRUM CARE			Remit to: **FOOTHILL RANCH** **CA**	
4/25/2011	882606	12,333.33		
			LANDSCAPE MAINT-E1	10,540.00
			LANDSCAPE MAINT-E1A	1,793.33
	Vendor Total	**12,333.33**		
FYTD for SPECTRUM CARE		**127,909.35**		
SPENCER, MARTHA			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882470	229.88		
			RETIREE MED APR '11	229.88
	Vendor Total	**229.88**		
FYTD for SPENCER, MARTHA		**2,086.70**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPRINT/NEXTEL				Remit to: **CAROL STREAM** **IL**	
	4/4/2011	882471	32.52		
				CELL PHONE SVCS-GANG TASK FRC	32.52
	Vendor Total		**32.52**		
FYTD for SPRINT/NEXTEL			**3,912.91**		
SRINIVAS, ANAND				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207281	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SRINIVAS, ANAND			**20.00**		
STANDARD INSURANCE CO				Remit to: **PORTLAND** **OR**	
	4/11/2011	207408	1,888.14		
				SUPPLEMENTAL INSURANCE	1,888.14
	Vendor Total		**1,888.14**		
FYTD for STANDARD INSURANCE CO			**324,579.61**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	882472	1,797.74		
				MONITORING SVCS-ANML SHLTR	38.36
				MONITORING SVCS-ANML SHLTR	211.63
				MONITORING SVCS-EMRG OP CTR	110.00
				MONITORING SVCS-PARK SNACK BAR	172.92
				MONITORING SVCS-ANNEX #1	105.00
				MONITORING SVCS-PSB	194.85
				MONITORING SVCS-CONF & REC CTR	492.00
				MONITORING SVCS-SPCL DIST ANNX	147.00
				MONITORING SVCS-TECH SVCS ANNX	105.00
				MONITORING SVCS-TOWNGATE COMM	220.98
	4/11/2011	882525	105.00		
				MONITORING SVCS-MF COMM CTR	105.00
	4/25/2011	882607	99.00		
				MONITORING SVCS-PD	99.00
	Vendor Total		**2,001.74**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**22,943.61**		
STATE BOARD OF EQUALIZATION				Remit to: **SACRAMENTO** **CA**	
	4/29/2011	33111	3,083.00		
				SALES & USE TAX 1/1/11-3/31/11	3,083.00
	Vendor Total		**3,083.00**		
FYTD for STATE BOARD OF EQUALIZATION			**28,485.31**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE DISBURSEMENT UNIT			Remit to: **WEST SACRAMENTO** **CA**	
4/14/2011	2831	2,242.01		
			CHILD SUPPORT W/H 4/14/11	2,242.01
4/28/2011	2839	2,190.45		
			CHILD SUPPORT W/H 4/28/11	2,190.45
	Vendor Total	**4,432.46**		
FYTD for STATE DISBURSEMENT UNIT		**33,931.58**		
STATE OF CALIFORNIA DEPT. OF JUSTICE			Remit to: **SACRAMENTO** **CA**	
4/4/2011	207282	4,752.00		
			BLOOD ALCHL ANLYS-PD	805.00
			FINGERPRINTING SVCS-PD	3,947.00
4/25/2011	207577	3,679.00		
			FINGERPRINTING SVCS-PD	3,679.00
	Vendor Total	**8,431.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**56,657.00**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN			Remit to: **CORONA** **CA**	
4/25/2011	207578	2,471.20		
			TRANSCRIPTION SVCS-PD	2,471.20
	Vendor Total	**2,471.20**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**29,755.36**		
STERICYCLE (BFI)			Remit to: **LOUISVILLE** **KY**	
4/18/2011	882568	622.19		
			HAZARDOUS WASTE PICKUP	622.19
	Vendor Total	**622.19**		
FYTD for STERICYCLE (BFI)		**5,831.43**		
STEWART TITLE OF CALIFORNIA			Remit to: **IRVINE** **CA**	
4/11/2011	207410	750.00		
			PRELIM RPT-APN 291-650-013TO16	750.00
	Vendor Total	**750.00**		
FYTD for STEWART TITLE OF CALIFORNIA		**720,769.56**		
STEWART, CLIFFORD			Remit to: **GLENDALE** **AZ**	
4/4/2011	882473	267.88		
			RETIREE MED APR '11	267.88
	Vendor Total	**267.88**		
FYTD for STEWART, CLIFFORD		**2,578.06**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STK ARCHITECTURE, INC.			Remit to: **SAN JACINTO** **CA**	
4/18/2011	882569	23,505.61		
			MORRISON PRK FIRE STN PROJ	23,505.61
Vendor Total		**23,505.61**		
FYTD for STK ARCHITECTURE, INC.		**352,802.80**		
STRADLING, YOCCA, CARLSON & RAUTH			Remit to: **NEWPORT BEACH** **CA**	
4/11/2011	207411	2,804.23		
			LEGAL SERVICES-RISK MGT	278.00
			LEGAL SERVICES-RDA	625.00
			LEGAL SERVICES-HOUSING	1,450.00
			LEGAL SERVICES-HOUSING	401.23
			LEGAL SERVICES-HOUSING	50.00
4/18/2011	207486	8,496.50		
			LEGAL SERVICES-RDA	3,600.00
			LEGAL SERVICES-RDA	3,271.50
			LEGAL SERVICES-HOUSING	125.00
			LEGAL SERVICES-HOUSING	350.00
			LEGAL SERVICES-HOUSING	1,150.00
Vendor Total		**11,300.73**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		**54,123.78**		
STRICKLER ASSOCIATION, THE			Remit to: **SAN BERNARDINO** **CA**	
4/18/2011	882570	8,450.00		
			CONSULTING SVCS-NSP/RDA	8,450.00
Vendor Total		**8,450.00**		
FYTD for STRICKLER ASSOCIATION, THE		**32,305.00**		
STRICKLER II, JOHN W.			Remit to: **SAN BERNARDINO** **CA**	
4/4/2011	882474	318.73		
			RETIREE MED APR '11	318.73
Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.		**3,187.30**		
STUMPF, EDITH			Remit to: **CORONA** **CA**	
4/4/2011	207283	75.00		
			REFUND-SPAY DEPOSIT	75.00
Vendor Total		**75.00**		
FYTD for STUMPF, EDITH		**75.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207284	23.54		
			MISC SUPPLIES-FIRE	8.33
			MISC SUPPLIES-FIRE	15.21
4/11/2011	207412	314.24		
			MISC SUPPLIES-POLICE	42.36
			MISC SUPPLIES-POLICE	271.88
4/18/2011	207487	26.71		
			MISC SUPPLIES-FIRE	26.71
4/25/2011	207579	48.89		
			MISC SUPPLIES-FIRE	48.89
Vendor Total		**413.38**		
FYTD for SUNNYMEAD ACE HARDWARE		**1,874.45**		
SWEET FACTORY #489			Remit to: **CYPRESS** **CA**	
4/18/2011	207488	58.79		
			REFUND-BUS LIC OVRPMT	58.79
Vendor Total		**58.79**		
FYTD for SWEET FACTORY #489		**58.79**		
TARGET SPECIALTY PRODUCTS			Remit to: **SANTA FE SPRINGS** **CA**	
4/25/2011	882608	3,789.72		
			HERBICIDES/ROUNDUP PROMAX	3,789.72
Vendor Total		**3,789.72**		
FYTD for TARGET SPECIALTY PRODUCTS		**3,789.72**		
TAX COMPLIANCE SERVICES			Remit to: **THOUSAND OAKS** **CA**	
4/4/2011	207285	6,250.00		
			UUT COMPLIANCE SVCS	6,250.00
4/25/2011	207580	6,250.00		
			UUT COMPLIANCE SVCS	6,250.00
Vendor Total		**12,500.00**		
FYTD for TAX COMPLIANCE SERVICES		**56,250.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TEK WORKS				Remit to: **POWAY** **CA**	
	4/4/2011	882475	17,952.69		
				REPLACE EBI KEYCARD SYSTEM	17,952.69
	4/18/2011	882571	2,497.69		
				TRAINING SVCS FOR ONSSI SYSTEM	220.00
				EBI KEYCARD SYS RPLCMNT PROJ	862.12
				EBI KEYCARD SYS RPLCMNT PROJ	84.49
				EOC CARD READER INSTALLTN-50%	1,331.08
	4/25/2011	882609	220.00		
				EOC S2 EXT BOX SHUT DWN/PWR UP	220.00
	Vendor Total		**20,670.38**		
FYTD for TEK WORKS			**85,136.91**		
TESERRA				Remit to: **COACHELLA** **CA**	
	4/4/2011	207286	72.25		
				REFUND-BUS LIC OVERPAYMENT	72.25
	Vendor Total		**72.25**		
FYTD for TESERRA			**72.25**		
THE WRITE PRESS, INC				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207489	29.79		
				REFUND-BUS LIC OVRPMT	29.79
	Vendor Total		**29.79**		
FYTD for THE WRITE PRESS, INC			**29.79**		
THERMAL-COOL INC.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207287	2,600.00		
				HVAC REPAIRS @ CRC	2,600.00
	4/18/2011	207490	953.81		
				REPAIRS TO AC UNITS-TS ANNEX	953.81
	Vendor Total		**3,553.81**		
FYTD for THERMAL-COOL INC.			**6,613.02**		
THOMSON REUTERS INC				Remit to: **ENCINO** **CA**	
	4/25/2011	207581	741.48		
				LEGAL INFORMATION ONLINE CHRGS	204.00
				LEGAL PUBLICATION SUBSCRIP SVC	537.48
	Vendor Total		**741.48**		
FYTD for THOMSON REUTERS INC			**7,051.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
THOUAS, NICHOLAS S.				Remit to: **REDLANDS** **CA**	
	4/25/2011	207582	227.97		
				WINDOWS 7 SUPPORT TECH TRNG	227.97
	Vendor Total		**227.97**		
FYTD for THOUAS, NICHOLAS S.			**227.97**		
TMAD TAYLOR & GAINES				Remit to: **ONTARIO** **CA**	
	4/4/2011	207288	7,797.50		
				CITY HALL HVAC SYSTEM REDESIGN	7,797.50
	Vendor Total		**7,797.50**		
FYTD for TMAD TAYLOR & GAINES			**15,595.00**		
TRICHE, TARA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207584	1,931.40		
				INSTRUCTOR SVCS-BALLET INTERMD	88.80
				INSTRUCTOR SVCS-BALLET	199.80
				INSTRUCTOR SVCS-BALLET/ACRO	133.20
				INSTRUCTOR SVCS-BALLET/JAZZ	133.20
				INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
				INSTRUCTOR SVCS-DANCE EXPLOR.	266.40
				INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
				INSTRUCTOR SVCS-DANCE EXPLOR.	310.80
				INSTRUCTOR SVCS-HIP HOP DANCE	355.20
	Vendor Total		**1,931.40**		
FYTD for TRICHE, TARA			**18,039.72**		
TRI-CITY LINEN SUPPLY, INC.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207289	25.00		
				LINEN SVCS FOR CRC	25.00
	4/11/2011	207413	112.00		
				LINEN SVCS FOR CRC	25.00
				LINEN SVCS FOR EVENT-CTR#18769	87.00
	4/25/2011	207583	50.00		
				LINEN SVCS FOR CRC	25.00
				LINEN SVCS FOR CRC	25.00
	Vendor Total		**187.00**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,713.55**		
TROPICAL PLAZA NURSERY, INC.				Remit to: **VILLA PARK** **CA**	
	4/18/2011	207491	16,205.70		
				LNDSCP MAINT-ZONE E-2	15,700.00
				IRRIG REPAIRS-ZONE E-2	505.70
	Vendor Total		**16,205.70**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**179,713.40**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	882526	5,324.89		
				LNDSCP MAINT-ZONE M	5,324.89
	4/25/2011	882610	13,756.85		
				LNDSCP MAINT-ZONE M	5,196.32
				LNDSCP MAINT-ZONE DSG-1/10	6,075.53
				LNDSCP MAINT-ZONE E-16	2,485.00
	Vendor Total		**19,081.74**		
FYTD for TRUGREEN LANDCARE			**228,692.90**		
TUNTLAND, JAMES				Remit to: **PRESCOTT** **AZ**	
	4/4/2011	882476	267.88		
				RETIREE MED APR '11	267.88
	Vendor Total		**267.88**		
FYTD for TUNTLAND, JAMES			**2,578.06**		
U.S. HEALTHWORKS MEDICAL GROUP				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	207414	240.00		
				PRE-EMPLOYMENT PHYSICALS/STARS	110.00
				EMPLOYEE DOT EXAM	65.00
				EMPLOYEE DOT EXAM	65.00
	Vendor Total		**240.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**12,155.00**		
UNDERGROUND SERVICE ALERT				Remit to: **CORONA** **CA**	
	4/25/2011	207585	433.50		
				DIGALERT TICKETS SUBSCRPTN SVC	108.36
				DIGALERT TICKETS SUBSCRPTN SVC	108.38
				DIGALERT TICKETS SUBSCRPTN SVC	108.38
				DIGALERT TICKETS SUBSCRPTN SVC	108.38
	Vendor Total		**433.50**		
FYTD for UNDERGROUND SERVICE ALERT			**4,394.00**		
UNION BANK OF CALIFORNIA				Remit to: **SAN DIEGO** **CA**	
	4/25/2011	207586	291.67		
				INVESTMENT SAFEKEEPING SVCS	291.67
	Vendor Total		**291.67**		
FYTD for UNION BANK OF CALIFORNIA			**60,389.90**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED PACIFIC SERVICES, INC			Remit to: **LA HABRA** **CA**	
4/4/2011	207290	8,269.50		
			TREE TRIMMING-ZONE DSG-1 & 2N	1,165.00
			TREE TRIMMING-ZONE DSG-2N	5,168.00
			TREE TRIMMING-ZONE DSG-2S	780.00
			TREE TRIMMING-ZONE E-2	784.00
			TREE TRIMMING ZONE E -2	372.50
Vendor Total		**8,269.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**70,238.56**		
UNITED ROTARY BRUSH CORP			Remit to: **ESCONDIDO** **CA**	
4/25/2011	882611	3,728.23		
			BROOM KITS-STREET SWEEPER	625.76
			BROOM KITS-STREET SWEEPER	1,365.39
			BROOM KITS-STREET SWEEPER	1,046.07
			BROOM KITS-STREET SWEEPER	179.13
			BROOM KITS-STREET SWEEPER	511.88
Vendor Total		**3,728.23**		
FYTD for UNITED ROTARY BRUSH CORP		**31,161.91**		
UNITED SITE SERVICES OF CA, INC.			Remit to: **EL MONTE** **CA**	
4/11/2011	882527	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
Vendor Total		**107.39**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,964.07**		
UNITED STATES TREASURY			Remit to: **FRESNO** **CA**	
4/11/2011	207415	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
4/25/2011	207587	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
Vendor Total		**100.00**		
FYTD for UNITED STATES TREASURY		**1,100.00**		
UNITED WAY OF INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207416	502.19		
			UNITED WAY CONTRIBUTIONS	502.19
4/25/2011	207588	502.19		
			UNITED WAY CONTRIBUTIONS	502.19
Vendor Total		**1,004.38**		
FYTD for UNITED WAY OF INLAND VALLEYS		**12,903.04**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNIVAR USA, INC				Remit to: **LOS ANGELES** **CA**	
	4/4/2011	207291	1,481.37		
				FERTILIZER & AG CHEMICALS	1,481.37
	Vendor Total		**1,481.37**		
FYTD for UNIVAR USA, INC			**2,789.82**		
UNIVERSAL SOCCER				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207292	22.98		
				REFUND-BUS LIC OVERPAYMENT	22.98
	Vendor Total		**22.98**		
FYTD for UNIVERSAL SOCCER			**22.98**		
USA MOBILITY/ARCH WIRELESS				Remit to: **ALEXANDRIA** **VA**	
	4/25/2011	882612	36.59		
				PAGER SVC-PARK RANGERS	2.01
				PAGER SVC-TRANSP. DIV.	4.66
				PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total		**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS			**617.69**		
VA CONSULTING, INC.				Remit to: **IRVINE** **CA**	
	4/11/2011	882528	2,901.65		
				AUTO MALL IMPRVMNTS PROJ	2,901.65
	4/18/2011	882572	20,271.33		
				HEACOCK ST BRIDGE RPLCMNT PROJ	20,271.33
	Vendor Total		**23,172.98**		
FYTD for VA CONSULTING, INC.			**130,898.89**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY			Remit to: **MORENO VALLEY CA**	
4/11/2011	882529	1,270.00		
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-FIRE ST. #48	45.00
			PEST CNTRL-FIRE ST. #2	45.00
			PEST CNTRL-FIRE ST. #58	45.00
			PEST CNTRL-FIRE ST. #65	45.00
			PEST CNTRL-FIRE ST. #6	45.00
			PEST CNTRL-FIRE ST. #91	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-UTIL. FIELD OFFICE	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-EMERG. OPS CTR	55.00
			PEST CNTRL-PUB SFTY BLDG	75.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-GOLF CTR PRO SHOP	22.50
			PEST CNTRL-MVTV STUDIO	22.50
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ASES/STARS BLDG	45.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
4/18/2011	882573	560.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
Vendor Total		**1,830.00**		
FYTD for VACATE PEST ELIMINATION COMPANY		**15,725.00**		
VALI COOPER & ASSOCIATES, INC.			Remit to: **POINT RICHMOND CA**	
4/18/2011	882574	9,450.00		
			TEMP STAFFING SVCS-CAP PROJS	9,450.00
Vendor Total		**9,450.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.		**108,425.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VALLEY PACIFIC MASONRY			Remit to: **MORENO VALLEY CA**	
4/25/2011	207589	38.61		
			REFUND-BUS LIC OVRPMT	38.61
Vendor Total		**38.61**		
FYTD for VALLEY PACIFIC MASONRY		**38.61**		
VALLEY PARTY EQUIPMENT RENTALS			Remit to: **MORENO VALLEY CA**	
4/4/2011	207293	54.02		
			REFUND-BUS LIC OVERPAYMENT	54.02
Vendor Total		**54.02**		
FYTD for VALLEY PARTY EQUIPMENT RENTALS		**54.02**		
VARIABLE SPEEDS SOLUTIONS INC			Remit to: **HUNTINGTON BEACH CA**	
4/25/2011	207590	1,369.00		
			PUMP REPAIR-ZONE E-14	1,369.00
Vendor Total		**1,369.00**		
FYTD for VARIABLE SPEEDS SOLUTIONS INC		**7,024.00**		
VAS ASSOCIATES, INC.			Remit to: **CORONA CA**	
4/4/2011	882477	16,200.00		
			TEMP STAFFING SVCS-CAP PROJS	14,555.00
			TEMP STAFFING SVCS-CAP PROJS	1,645.00
4/25/2011	882613	20,520.00		
			TEMP STAFFING SVCS-CAP PROJS	20,520.00
Vendor Total		**36,720.00**		
FYTD for VAS ASSOCIATES, INC.		**184,200.00**		
VEHICLE REGISTRATION COLLECTIONS			Remit to: **RANCHO CORDOVA CA**	
4/25/2011	207591	190.42		
			GARNISHMENT	190.42
Vendor Total		**190.42**		
FYTD for VEHICLE REGISTRATION COLLECTIONS		**1,250.03**		
VENEGAS, MARTIN			Remit to: **MORENO VALLEY CA**	
4/18/2011	207492	370.19		
			REFUND-ADMIN CITATION OVRPMT	370.19
Vendor Total		**370.19**		
FYTD for VENEGAS, MARTIN		**370.19**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VERIZON				Remit to: **TRENTON** **NJ**	
	4/18/2011	207493	1,721.76		
				BACKBONE CHARGES	1,721.76
	Vendor Total		**1,721.76**		
FYTD for VERIZON			**17,027.86**		
VERIZON CALIFORNIA				Remit to: **DALLAS** **TX**	
	4/18/2011	207494	609.15		
				PHONE CHARGES-ERC	609.15
	Vendor Total		**609.15**		
FYTD for VERIZON CALIFORNIA			**6,909.31**		
VICTORY LEARNING INSTITUTE				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207417	31.41		
				REFUND-BUS LIC OVRPMT	31.41
	Vendor Total		**31.41**		
FYTD for VICTORY LEARNING INSTITUTE			**31.41**		
VIDEO SHORES				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207294	20.07		
				REFUND-BUS LIC OVERPAYMENT	20.07
	Vendor Total		**20.07**		
FYTD for VIDEO SHORES			**20.07**		
VIEVU				Remit to: **SEATTLE** **WA**	
	4/25/2011	207592	1,836.00		
				WEARABLE VIDEO CAMERA - PD	1,750.00
				CAR KIT SUCTION CUP MOUNT	70.00
				SHIPPING CHRG	16.00
				CA SALES TAX	159.25
				USE TAX ACCRUAL	-159.25
	Vendor Total		**1,836.00**		
FYTD for VIEVU			**1,836.00**		
VIGIL, ERNEST				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882478	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for VIGIL, ERNEST			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VISION SERVICE PLAN			Remit to: **SAN FRANCISCO** **CA**	
4/18/2011	882575	3,718.60		
			EMPLOYEE VISION INSURANCE	3,718.60
Vendor Total		**3,718.60**		
FYTD for VISION SERVICE PLAN		**43,427.31**		
VISTA PAINT CORPORATION			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207593	913.75		
			PAINT/SUPPL-GRAFFITI RMVL PRGM	720.85
			PAINT/SUPPL-GRAFFITI RMVL PRGM	192.90
Vendor Total		**913.75**		
FYTD for VISTA PAINT CORPORATION		**8,837.97**		
VOLUNTEER CENTER OF RIVERSIDE COUNTY			Remit to: **RIVERSIDE** **CA**	
4/11/2011	882530	1,493.29		
			211 CALL CTR INFO/REFERRAL SVC	499.57
			211 CALL CTR INFO/REFERRAL SVC	505.73
			211 CALL CTR INFO/REFERRAL SVC	487.99
Vendor Total		**1,493.29**		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY		**91,224.67**		
VOYAGER FLEET SYSTEM, INC.			Remit to: **HOUSTON** **TX**	
4/25/2011	882614	2,340.33		
			CNG FUEL PURCHASES	2,181.81
			CNG FUEL PURCHASES	158.52
Vendor Total		**2,340.33**		
FYTD for VOYAGER FLEET SYSTEM, INC.		**20,227.28**		
VULCAN MATERIALS CO, INC.			Remit to: **SAN BERNARDINO** **CA**	
4/25/2011	207594	1,614.81		
			ASPHALTIC MATERIALS	137.43
			ASPHALTIC MATERIALS	1,028.78
			ASPHALTIC MATERIALS	206.63
			ASPHALTIC MATERIALS	138.12
			ASPHALTIC MATERIALS	103.85
Vendor Total		**1,614.81**		
FYTD for VULCAN MATERIALS CO, INC.		**22,469.52**		
WAGGONER JR., GLENN C.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882479	286.93		
			Mar '11, PAID APR '11	286.93
Vendor Total		**286.93**		
FYTD for WAGGONER JR., GLENN C.		**2,836.77**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGNER, GARY D.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882480	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.			**3,168.46**		
WAGY, CARYLON				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207295	318.73		
				MAR '11, PD APR '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**3,187.30**		
WALKER, DONNA JEAN				Remit to: **PERRIS** **CA**	
	4/11/2011	882531	76.00		
				INSTRUCTION SVCS-2 DAYS	76.00
	Vendor Total		**76.00**		
FYTD for WALKER, DONNA JEAN			**532.00**		
WALKER, KIM				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207296	200.00		
				REFUND-RENTAL DEPOSIT 3/19/11	200.00
	Vendor Total		**200.00**		
FYTD for WALKER, KIM			**200.00**		
WASSON, KIRK				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	882532	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for WASSON, KIRK			**1,710.00**		
WASTE MANAGEMENT OF THE INLAND EMPIRE				Remit to: **PHOENIX** **AZ**	
	4/25/2011	207595	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	Vendor Total		**1,244.51**		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE			**12,445.10**		
WATTRANS, INC.				Remit to: **FONTANA** **CA**	
	4/4/2011	207297	57.58		
				REFUND-CITATION OVERPAYMENT	57.58
	Vendor Total		**57.58**		
FYTD for WATTRANS, INC.			**57.58**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO BANK			Remit to: **MINNEAPOLIS** **MN**	
4/18/2011	207495	2,000.00		
			ANNUAL TRUSTEE SVCS-2007 LRB	2,000.00
Vendor Total		**2,000.00**		
FYTD for WELLS FARGO BANK		**16,500.00**		
WELLS FARGO CORPORATE TRUST			Remit to: **LOS ANGELES** **CA**	
4/1/2011	110401	1,031.75		
			INT ON 97 CH COP VAR RATE BOND	1,031.75
Vendor Total		**1,031.75**		
FYTD for WELLS FARGO CORPORATE TRUST		**8,873,003.56**		
WENDT ENTERPRISES, INC			Remit to: **TEMECULA** **CA**	
4/4/2011	207298	26.06		
			REFUND-BUS LIC OVERPAYMENT	26.06
Vendor Total		**26.06**		
FYTD for WENDT ENTERPRISES, INC		**26.06**		
WEST PUBLISHING CORPORATION			Remit to: **ST. PAUL** **MN**	
4/25/2011	207596	535.00		
			AUTO TRACK SVCS FOR PD	535.00
Vendor Total		**535.00**		
FYTD for WEST PUBLISHING CORPORATION		**5,315.00**		
WESTERN MUNICIPAL WATER DISTRICT			Remit to: **RIVERSIDE** **CA**	
4/25/2011	207597	1,334.39		
			WATER CHARGES	666.12
			WATER CHARGES	597.94
			WATER CHARGES	70.33
Vendor Total		**1,334.39**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		**18,016.91**		
WHEELS LT LSR BEST BUYS			Remit to: **DES PLAINES** **IL**	
4/4/2011	207300	109.00		
			REFUND-CITATION DISMISSED	109.00
Vendor Total		**109.00**		
FYTD for WHEELS LT LSR BEST BUYS		**109.00**		
WHITE LIGHT CREATIONS			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207301	11.39		
			REFUND-BUS LIC OVERPAYMENT	11.39
Vendor Total		**11.39**		
FYTD for WHITE LIGHT CREATIONS		**11.39**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WIELIN, RONALD A.			Remit to: **BANNING** **CA**	
4/4/2011	882481	318.73		
			RETIREE MED APR '11	318.73
Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.		**3,187.30**		
WILLDAN AND ASSOCIATES			Remit to: **SAN BERNARDINO** **CA**	
4/4/2011	207302	7,561.79		
			BLDG & SFTY PLAN CHECK SVCS	7,561.79
Vendor Total		**7,561.79**		
FYTD for WILLDAN AND ASSOCIATES		**109,222.55**		
WILLDAN FINANCIAL SERVICES			Remit to: **TEMECULA** **CA**	
4/11/2011	207418	500.00		
			97 LEASE REV BONDS ANNUAL SVCS	250.00
			05 LEASE REV BONDS ANNUAL SVCS	250.00
Vendor Total		**500.00**		
FYTD for WILLDAN FINANCIAL SERVICES		**16,746.54**		
WILLIAMS, AUBREY GERALD			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207303	44.00		
			SPORTS OFFICIATING SVCS	44.00
4/18/2011	207496	44.00		
			SPORTS OFFICIATING SVCS	44.00
Vendor Total		**88.00**		
FYTD for WILLIAMS, AUBREY GERALD		**88.00**		
WILLIAMS, JANE L.			Remit to: **GRAND FORKS** **ND**	
4/4/2011	882482	187.68		
			MAR '11, PD APR '11	187.68
Vendor Total		**187.68**		
FYTD for WILLIAMS, JANE L.		**1,779.28**		
WILSON-BEILKE, DENESE			Remit to: **GLENDORA** **CA**	
4/4/2011	207304	2,231.11		
			AUG'10 - FEB'11, PD APR '11	2,231.11
Vendor Total		**2,231.11**		
FYTD for WILSON-BEILKE, DENESE		**3,525.50**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207419	1,500.00		
			LOCAL AGENCY SPONSOR-GEN ASSMB	1,500.00
Vendor Total		**1,500.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		**955,021.08**		
WURM'S JANITORIAL SERVICES, INC.			Remit to: **CORONA** **CA**	
4/25/2011	882615	24,340.15		
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-ESA ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH FLD PCC	955.70
			JANITORIAL SVCS-GOLF PRO SHOP	644.70
			JANITORIAL SVCS-MVTV	58.05
			JANITORIAL SVCS-PSB	5,564.25
			JANITORIAL SVCS-SUNNYMD ELEM.	184.10
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-STARS HDQTRS	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-CRC RENTALS	440.00
			JANITORIAL SVCS-TWNGT RENTALS	480.00
Vendor Total		**24,340.15**		
FYTD for WURM'S JANITORIAL SERVICES, INC.		**275,137.79**		
XEROX			Remit to: **DALLAS** **TX**	
4/25/2011	207598	6,948.46		
			COPIER RNTL/MAINT/PRINTS-PD	1,973.30
			COPIER RNTL/MAINT-PD	57.00
			COPIER RNTL/MAINT/PRINTS-PD	209.55
			COPIER RNTL/MAINT/PRINTS-PD	342.19
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,029.61
			COPIER RNTL/MAINT-GRAPHICS	397.79
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-PARKS	243.20
			COPIER RNTL/MAINT-PARKS	604.48
			COPIER BILLABLE PRINTS-PARKS	186.93
			COPIER RNTL/MAINT-STARS	114.49
			COPIER BILLABLE PRINTS-STARS	1,430.58
Vendor Total		**6,948.46**		
FYTD for XEROX		**66,380.85**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
YAMASHITA, JULIA J.				Remit to: **LAGUNA WOODS** **CA**	
	4/4/2011	882483	323.00		
				JAN-FEB '11, PD APR '11	323.00
	Vendor Total		**323.00**		
FYTD for YAMASHITA, JULIA J.			**1,715.30**		
	Subtotal		**1,379,958.35**		
	GRAND TOTAL		**13,104,818.91**		

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY.

RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

BACKGROUND

The U.S. Department of Justice, through the Office of Justice Programs, provides federal leadership for the development of the nation's ability to prevent and control crime. This effort is carried out through the formation of partnerships with other federal, state and local agencies. Additionally, the Office of Justice administers grants that assist states, tribes and local governments to focus on programs that address youth crime, substance abuse, family violence and other enforcement programs. The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows jurisdictions to support activities that prevent and control crime. Eligible activities include support for programs that address various enforcement needs, the prosecution of offenders, crime prevention and education of the community.

In 2011, the JAG program has allocated $91,557 to the City of Moreno Valley for programs with an emphasis on crime prevention through enforcement efforts. The Code and Neighborhood Services Division is proposing the continued funding of the City's Weekend Enforcement Program and the Foreclosure Strike Team.

DISCUSSION

Since January 1, 2009, Code and Neighborhood Services Division has defunded six positions due to the City's budget challenges. Community demand for services has increased during this time due to the proliferation of home foreclosures and increased deferred property maintenance by area residents challenged by tough economic times. Remaining staff, as a result, experienced difficulty in their ability to respond to complaints timely and to pursue specialized enforcement activities pro-actively.

Staff, therefore, began searching for additional funding sources to augment staff resources in an effort to maintain service levels and address the needs of the community. Subsequently, Code staff applied for 2009 and 2010 JAG allocations and was awarded a total of $217,589 to support The City's Weekend Enforcement Program and Foreclosure Strike Team.

Staff anticipates that the 2009 and 2010 JAG allocations will be expended by the end of fiscal year 2011/2012. Therefore, staff is proposing to apply for the 2011 allocation to continue the support of these programs and the five part-time officers currently assigned to them.

FISCAL IMPACT

The grant funding will provide for the continued funding of five part time code enforcement personnel. Grant funding would cover all costs associated with these part time personnel with no negative impact on the City general fund. The grant funds would be deposited in a separate account and identified with a separate expenditure number.

ATTACHMENTS

ATTACHMENT A Resolution 2011-64
ATTACHMENT B Grant Application – Program Narrative
ATTACHMENT C Grant Application – Budget Review/ Budget Worksheet
ATTACHMENT D Grant Application – Review Narrative
ATTACHMENT E Grant Application – Abstract

Prepared By:
Al Brady
Code and Neighborhood Services Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE GRANT APPLICATION SUBMITTED BY THE CODE & NEIGHBORHOOD SERVICES DIVISION TO THE OFFICE OF JUSTICE PROGRAMS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND ACCEPT THE $91,557 ALLOCATION.

WHEREAS, The City of Moreno Valley, a city within the State of California, has applied for the Edward Byrne Memorial Justice Assistance Grant

WHEREAS, the Office of Justice notified the City of Moreno Valley that $91,557 was allocated to the City for preventing and controlling crime

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

1. The City Council approves the grant application submitted by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant.

2. The City Council accepts the $91,557 allocation from the grant and hereby directs the Finance Department to establish a separate account identified with a separate unique expenditure activity number.

3. The City of Moreno Valley hereby agrees to use the funds in the manner presented in the grant application and in accordance with the application package. It also may execute any and all instruments required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

4. The City of Moreno Valley authorizes the City Manager to execute in the name of the City of Moreno Valley the grant application, and all other documents required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

ATTACHMENT A

APPROVED AND ADOPTED this 28nd day of June, 2011.

_____
Richard Stewart, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT A

Edward Byrne Memorial Justice Assistance Grant
Program Narrative

The City of Moreno Valley Code and Neighborhood Services Division is responsible for the enforcement of City's municipal codes relating to neighborhood nuisances, health and safety, substandard housing, vehicle abatement, zoning/land use, illegal signs, parking control, business licenses, illegal vendors and graffiti restitution. Blight and nuisances can devalue, detract and degrade the quality of any neighborhood. The City has adopted codes that govern the use and maintenance of private property in order to enhance and protect the quality of life for all who work, live and play in Moreno Valley.

Since 2009, The Code and Neighborhood Services Division has experienced reductions in staffing owing to the City's budget challenges while community demand for services increased due to the proliferation of home foreclosures and deferred property maintenance by area residents. Existing staff resources were and continue to be challenged in their ability to pursue compliance activities pro-actively.

Therefore, staff began the process of identifying alternate and/or outside funding sources via grants to augment the staffing reductions and maintain existing service levels. Staff identified JAG as a potential funding source and therefore applied for both the 2009 and 2010 JAG allocations. Staff's application to JAG personnel resulted in two separate awards to support the code programs that were impacted most significantly by the reductions, the Foreclosure Strike Team the Weekend Enforcement Program.

Currently, staff has nearly expended the funding obtained in 2009 and 2010 for these two programs. Staff estimates that our current JAG funding will be fully spent by the end of Fiscal year 2011/2012. Therefore, the City of Moreno Valley is applying for the 2011 allocation to continue the support of the Weekend Enforcement and Foreclosure Strike Team programs.

Staff has provided a brief description of both programs below to comply with application provisions under the Program Narrative section of the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant 2011 local solicitation guidelines.

Weekend Enforcement Program

JAG funds will be utilized to continue deployment of three part-time code officers on weekends when full-time staff is unavailable. Code personnel will continue to pro-actively target specific violations that primarily occur on weekends such as unlicensed vendors, illegal automotive sales, theft of recyclable materials, posting of signs in the public right-of-way, illegal commercial vehicle parking and

garage sales. In addition, staff will provide emergency inspection services for the Moreno Valley Police Department and the Fire Department when necessary for violations including but not limited to the following; Fire damaged buildings, unsecured vacant residences and pools, substandard housing and other severe health and safety issues that warrant immediate action.

Foreclosure Strike Team

The City of Moreno Valley has been heavily impacted by the foreclosure crisis and lending institutions failure to adequately maintain properties to code standards. In response to this, the City Council directed the Code and Neighborhood Services staff to assemble a proactive team of inspectors to address all maintenance issues originating from foreclosed properties.

In 2008, a team of two Building Inspectors and two Code Compliance Officers was composed in response to City Council direction. However, the City's budget challenges led to reduced staffing within the Division and forced staff to reduce the team to two inspectors. These reductions challenged staff's ability to pursue foreclosure compliance activities as vigilantly as before.

Staff responded by applying for the 2010 JAG grant to augment the reduced staffing levels. The grant allocation was approved and resulted in the deployment of two part-time officers tasked with enforcing maintenance standards on foreclosed properties.

Staff anticipates that the funding will be expended in fiscal year 2011/2012 and is therefore requesting the 2011 allocation be partially applied to the continuation of this program.

OMB APPROVAL NO. 1121-0188
EXPIRES 5-98 (Rev. 1/97)

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 720 hrs. X $21.67	$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 936 hrs. X $21.67	$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 936 hrs. X $21.67	$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40weeks = 936 hrs. X $21.67	$15,602.00
Code Compliance Officer I	9 hrs. weekly X 40 weeks = 360 hrs. X $21.67	$7,969.00

SUB-TOTAL $70,377.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
PERS retirement	$75.42 a week X 40 weeks X 3 officers	$9,050.00
Medicare		$1,130.00

SUB-TOTAL $10,180.00

Total Personnel & Fringe Benefits $80,557.00

OJP FORM 7150/1 (5-95)

ATTACHMENT C

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Not applicable				

TOTAL $0.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of $5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than $5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Not applicable		

TOTAL $0.00

ATTACHMENT C

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less that $5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than $5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Miscellaneous Office Supplies	$200 per officer for 40 weeks	$1,000.00
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		

TOTAL $1,000.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
Not applicable		

TOTAL $0.00

ATTACHMENT C

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Not applicable			

Subtotal $0.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Not applicable			

Subtotal $0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of $100,000.

Item	Cost
Not applicable	

Subtotal $0.00

TOTAL $0.00

ATTACHMENT C

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Office Phones	$100 per officer for 40 weeks	$500.00
Cell Phones	$300 per officer for 40 weeks	$1,500.00
Wireless Air Cards	$300 per officer for 40 weeks	$1,500.00
Vehicle Maintenance	$300 per officer for 40 weeks	$1,500.00
Fuel Charges	$1,000 per officer for 40 weeks	$5,000.00

TOTAL $10,000.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
Not applicable		
Not applicable		

TOTAL $0.00

ATTACHMENT C

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	$70,377.00
B. Fringe Benefits	$10,180.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$1,000.00
F. Construction	$0.00
G. Consultants/Contracts	$0.00
H. Other	$10,000.00
Total Direct Costs	$91,557.00
I. Indirect Costs	$0.00
TOTAL PROJECT COSTS	$91,557.00

Federal Request $91,557.00

Non-Federal Amount _____

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant
Budget Review

As mentioned in the program narrative, The City of Moreno Valley's Code and Neighborhood Services Division is proposing to use JAG funds for two City programs; the Foreclosure Strike Team and the Weekend Enforcement Program. Specifically, staff intends utilizing JAG funds to augment staffing levels of the two programs which have been reduced due to budgetary constraints.

Code staff has researched the approximate cost for staffing and additional expenditures. Staff has attached all related costs such as salaries, retirement benefits and Medicare for all personnel. In addition, Standard and supplementary costs for field personnel (i.e. cell phone usage, air card usage, fuel and office supplies) were also included within the Budget Detail Worksheet per JAG requirements.

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant
Review Narrative

A Resolution to ratify the application for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocation from this grant was added to the Council Consent Calendar for the City Council Meeting on June 28, 2011. A staff report and Resolution have been prepared and submitted to the City Clerk's Office to be included in the City Council Agenda for the Meeting. In addition, staff has attached the program narrative, budget detail worksheet, budget narrative, review narrative and abstract to the staff report which will be available for public review and comment.

Upon ratification of the Resolution, the City of Moreno Valley will notify the Office of Justice Programs that the Resolution has been passed so that the grant application submitted for the Edward Byrne Memorial Justice Assistance Grant can be processed and the funding released to the City of Moreno Valley. Also, any public comments made will be included in the submittal per JAG's application guidelines.

ATTACHMENT D

Edward Byrne Memorial Justice Assistance Grant
Abstract

Applicant's Name: City of Moreno Valley, CA

Title of Project: Foreclosure Strike Team and Weekend Enforcement Program

The City of Moreno Valley's Code and Neighborhood Services Division is proposing to utilize JAG grant funds for the continued funding of part-time staff assigned to the foreclosure and weekend enforcement programs. The presence of grant funded staff members would continue code's ability to respond to unmaintained foreclosed properties timely and provide seven day coverage.

Goals and Objectives:

- Create a trust fund to deposit allocated funds.
- The enforcement program will continue staff's focus on foreclosure enforcement activities described above in effort to reduce blight.
- The enforcement program will provide continued weekend enforcement personnel that will focus on specialized code activities occurring on weekends in effort to reduce the frequency of occurrences.
- Augment existing staff and better direct division focus towards property maintenance efforts in blighted residential areas.
- Conduct quarterly programmatic and financial reports to assess grant objectives, and verify that grant funds are being utilized appropriately and efficiently.
- Complete the dispersing of funds in a timely manner within the four year allocation.

Project identifiers

Below, staff has listed the five top project identifiers per JAG's application requirements;

- Policing
- Task Force
- Community Based Programs
- Surveillance
- Crime Prevention

ATTACHMENT E

ORDINANCE NO. 827

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS AND CHAPTER 8.21 GRADING REGULATIONS.

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

SECTION 1 PRIOR ENACTMENTS REPEALED:

1.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.10, as set forth in Section 2 of this Ordinance

1.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.21, as set forth in Section 2 of this Ordinance

SECTION 2 REENACTMENT OF CHAPTER 8.10 AND CHAPTER 8.21:

2.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

8.10.010 Purpose and intent.

The purpose of this chapter is to protect the health, safety and welfare of the public by:

A. Reducing pollutants in storm water discharges to the maximum extent practicable;

B. Regulating illicit connections and discharges to the storm drain system; and

C. Regulating nonstorm water discharges to the storm drain system.

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner pursuant to and consistent with the Federal Clean Water Act, the state Porter-Cologne Water Quality Control Act and the conditions of any NPDES permit issued to the City.

8.10.020 Definitions.

The terms as used in this chapter shall have the following meanings:

"Best Management Practices" (BMPs) mean any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs mean and include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for municipal, industrial/commercial, new development and redevelopment and construction activity and other measures approved by the City Engineer.

"City" means the City of Moreno Valley.

"City Engineer" means the City Engineer of the City.

"Discharge" means, when used as a verb, to allow pollutants to directly or indirectly enter storm water, or to allow storm water or nonstorm water to directly or indirectly enter the MS4 or receiving waters from an activity or operation. When used as a noun, "discharge" means the pollutants, stormwater and non-storm water that are discharged.

"Discharger" shall mean any person engaged in activities or operations, or owning facilities, which may result in pollutants entering storm water, the MS4 or receiving waters. Dischargers include, but are not limited to, real property owners, occupants, tenants, lessees, contractors, developers, managers and employees.

"Green Infrastructure" shall mean an array of products, technologies, and practices that use natural or engineered systems that mimic natural processes to enhance overall environmental quality. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspirate, and/or recycle stormwater runoff.

"Illicit discharge" shall mean any discharge to the MS4 that is not composed entirely of storm water runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana Regional Water Quality Control Board.

"Illicit connection" shall mean any physical connection to a MS4 which has not been permitted by the City, the Riverside County Flood Control and Water Conservation District or other appropriate public agency.

"Low Impact Development (LID)" shall mean any ecosystem-based approach to designing a hydrologically functional site that mimics predevelopment conditions.

"Low volume road" shall mean roads with traffic indexes less than or equal to six (6.0).

"MS4—Municipal Separate Storm Sewer System" shall mean any facility within the City limits by which storm water may be conveyed to waters of the United States. MS4 includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structure.

"Municipal NPDES permit" shall mean an area-wide NPDES permit issued to a government agency or agencies for the discharge of storm water from a MS4.

"Non-storm water discharge" shall mean any discharge to the MS4 that is not entirely composed of storm water.

"National Pollutant Discharge Elimination System (NPDES) permit" shall mean a storm water discharge permit issued by the Santa Ana Regional Water Quality Control Board or the State Water Resources Control Board in compliance with the Clean Water Act.

"Person" shall mean any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

"Pollutant" shall mean anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal matter, heavy metals, hazardous waste, chemicals, fresh concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

"Premises" shall mean any building, lot, parcel of land, land or portion of land whether improved or unimproved.

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"Storm water runoff" shall mean surface runoff and drainage associated with rainstorm events and snow melt.

8.10.030 Responsibility for administration.

This chapter shall be administered for the City by the City Engineer. The City Engineer may appoint and authorize one or more members of the City staff to act as his/her designee[s] to administer or enforce this chapter. In the context of this chapter, the phrase "City Engineer" includes each and all persons designated by the City Engineer to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation

8.10.040 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act and acts amending or supplementary thereto, applicable implementing regulations and any existing or future municipal NPDES permits and any amendments or revisions thereto or reissuance thereof.

8.10.050 Reduction of pollutants in storm water runoff.

A. In General. It is a violation of this chapter to throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City. The only exception is where such pollutant is temporarily placed in an appropriate container with a spill containment system for later collection and removal. It is a violation of this chapter to cause or permit any dumpster, solid waste bin or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City.

B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of the ordinance codified in this chapter and other City ordinances for erosion and sediment control.

C. New Development and Redevelopment. New development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to

prevent such deterioration and shall identify the manner of implementation. The BMPs may include, but are not limited to the following and may, among other things, require new developments or redevelopments to do any of the following:

1. Increase permeable areas by leaving highly porous soil and low lying areas undisturbed; by incorporating landscaping, green roofs and open space into the project design, by using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways and by incorporating detention ponds and infiltration pits into the project design;

2. Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and french drains; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas;

3. Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

4. Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

D. Existing Development. Existing development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.

8.10.060 Illicit connections or discharges.

It is a violation of this chapter to establish, use, maintain or continue illicit connections to the storm drain system, or to commence or continue any illicit discharges to the storm drain system. This prohibition against illicit connections and discharges is expressly retroactive and applies to connections and discharges made in the past, regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection or discharge.

8.10.070 Non-storm water discharges.

The discharge of non-storm water into the storm drain system is a violation of this chapter except as specified below.

A. The discharge prohibition shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a violation of this chapter when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to separate storm drains, uncontaminated pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensate, springs, individual residential car washing, flows from riparian habitats and wetlands, swimming pool discharges or flows from fire fighting.

8.10.080 Discharges in violation of permit.

A. Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of an existing or future municipal NPDES permit(s) or any amendment or revision thereto or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement action relating to such discharge

B. NPDES Permit for Industrial/Commercial and Construction Activity. Any industrial discharger, discharger associated with construction activity or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Santa Ana Regional Water Quality Control Board, shall comply with all requirements of such permit. Such discharges shall specifically comply with the following permits: the industrial storm water general permit, and the dewatering general permit. Proof of compliance with said NPDES general permits may be required in a form acceptable to the City Engineer prior to issuance of any City grading, building, or occupancy permits.

8.10.090 Permits and approvals.

Compliance with this chapter shall be a condition of every permit, license or approval granted or issued by the City. Failure to comply with the chapter shall be grounds for revocation of any such permit, license or approval.

8.10.100 City authority to sample, inspect and monitor.

A. Regulatory Inspections. The City Engineer may inspect the premises of any discharger at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If a discharger refuses to allow entry for inspection, an inspection warrant shall be obtained prior to inspection.

B. Scope of Inspections. Inspections may include all actions necessary to determine whether any illicit discharge/connection exist, whether the BMPs installed and implemented are adequate to comply with the chapter, whether those BMPs are being properly maintained and whether the discharger complies with other requirements of this chapter. This may include sampling, metering, monitoring, visual inspections and records review. Records, reports, analyses or other required information may be inspected and copied, and photographs may be taken for purposes of enforcement of this chapter.

8.10.110 Establishment of a fee.

The City Council may establish a fee by resolution to recover the cost of inspection, sampling, metering and monitoring by the City Engineer.

8.10.120 Orders by the City Engineer.

The City Engineer is authorized to issue cease and desist orders or stop-work orders to any person who is in violation of this chapter. Failure to comply with a written order of the City Engineer shall be a violation of this chapter and shall be grounds for the imposition of civil penalties described in this chapter.

8.10.130 Notice of violation.

Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

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A. The performance of monitoring, analyses and reporting;

B. The elimination of illicit connections or discharges;

C. That violating discharges, practices or operations cease and desist;

D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

E. Payment of a fine to cover administrative and remediation costs; and

F. The implementation or maintenance of source control and treatment control BMPs.

If an abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Chapter 6.04 of this code. A notice issued under this chapter shall identify the provisions of this chapter which have been violated and shall state the recipient has a right to appeal as set forth in Chapter 1.10 of this code.

The notice shall be served upon the recipient as set forth in Chapter 1.10 of this code.

8.10.140 Violations—Misdemeanors or infractions.

A violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute an infraction. Repeated violations may be prosecuted as misdemeanors at the discretion of the City attorney.

8.10.150 Penalty for violation.

Upon conviction of a misdemeanor for violating any provision of this chapter, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth by law. Upon conviction of an infraction for violating any provision of this chapter, a person shall be subject to payment of a fine, not to exceed the limits set forth by law

8.10.160 Separate offenses.

A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

8.10.170 Violations deemed a public nuisance.

The City Council hereby declares that any violation of this chapter is a threat to the public health, safety and welfare, and is therefore a public nuisance which may be summarily abated. The cost of such abatement shall be borne by the owner of the premises and the cost thereof may be imposed as a lien upon the premises, and such lien shall continue in existence until it is paid.

8.10.180 Administrative enforcement powers.

In addition to any other enforcement powers and remedies established by this chapter, an authorized enforcement officer has the authority to issue civil citations and fines for violations of this chapter pursuant to Chapter 1.10 of this code.

8.10.190 Civil actions.

In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:

A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation; or

D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life

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8.10.200 Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of that ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are hereby declared to be severable.

2.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

Chapter 8.21 GRADING REGULATIONS

8.21.010 General.
8.21.020 Permits required.
8.21.030 Hazards.
8.21.040 Definitions.
8.21.050 Grading permit requirements.
8.21.060 Fees.
8.21.070 Grading security.
8.21.080 Cuts.
8.21.090 Fills.
8.21.100 Setbacks.
8.21.110 Drainage and terracing.
8.21.120 Retaining walls.
8.21.130 Expansive soils.
8.21.140 Asphalt paving.
8.21.150 Permeable surface designs.
8.21.160 Erosion control.
8.21.170 National Pollutant Discharge Elimination System (NPDES).
8.21.180 Grading inspection.
8.21.190 Completion of work.
8.21.200 Penalty for violation.

8.21.010 General.

A. Name. This chapter shall be known as the "Grading Regulations."

B. Purpose. The purpose of this chapter is to establish an official set of standards regulating the design and construction of building sites and the development of property by grading; to regulate the alteration of the ground

surface to protect and preserve the public health, safety, and general welfare; to minimize differential settlement and the slipping or sliding of earth; to protect adjacent properties from damage caused by blockage or diversion of natural runoff waters; to require engineering analysis of expansive soil conditions, erosion control and drainage; and criteria to provide a basis for the design of footings and floor slabs for structures proposed to be erected on parcels of land whose natural topography has been altered as described herein; to establish the administrative procedure for issuance of permits; and to provide for approval of plans and inspection of grading construction.

C. Intent. It is the intent of this chapter and the erosion control procedures contained within this chapter to establish a guideline enabling the City with the ability to regulate grading operations as well as to protect environmentally sensitive areas and biological and wildlife resources within and surrounding the City of Moreno Valley. The procedures established by this chapter and the conditions of approval implemented with all discretionary approvals and permits are intended to accomplish this protection. However, in the event that City staff encounter situations that are deemed to endanger environmental resources, the City Engineer is authorized to take necessary action to protect the environment pursuant to this chapter and other applicable laws, provided there is no conflict with other City regulations or codes.

"Environmentally sensitive areas" are any lands in a natural condition subject to an open space easement; any natural lake, stream, creek or riparian area; any wildlife habitat area identified in an environmental impact report, initial study or other environmental assessment; or any land determined by the City to be environmentally sensitive with respect to any particular grading activity based on an environmental assessment, initial study, CEQA guidelines or other information in connection with the proposed grading activity.

D. Scope. This chapter sets forth rules and relations to control excavation, grading and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for grading and excavation as contained in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) with deletions, modifications, or amendments to meet local conditions.

E. Powers and Duties of the City Engineer. All references in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) to "Building Official" shall mean the "City Engineer" in this chapter.

8.21.020 Permits required.

A. Grading Permits. No person shall conduct any grading, clearing, brushing or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the City Engineer.

Exceptions to this requirement are:

1. An excavation below finish grade for basements and footings of a building, mobile home, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or an unsupported excavation with vertical banks more than two feet high. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the City Engineer, stability considerations warrant such inspection;

2. An excavation which does not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical;

3. Cemetery graves;

4. Refuse disposal sites controlled by other regulations;

5. Earthwork construction regulated by federal, state, county, or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; earthwork construction performed by railway companies. This exemption, however, shall apply only when the earthwork takes place on the property, or dedicated rights-of-way or easements of the aforementioned agencies;

6. Excavation and backfill for installation of underground utilities by public utility companies of companies operating under the authority of a franchise or public property permit;

7. Mining, quarrying, excavating, processing, stock-piling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property, or alter the orientation of natural water courses which may result in adverse changes on adjoining property;

8. Exploratory excavations under the direction of a soil engineer, engineering geologist, archaeologists or paleontologists, provided all excavations are properly backfilled and compacted or otherwise restored. All excavations and trenches are subject to the applicable sections of the state of California, Division of Safety or Cal-OSHA;

9. A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed fifty (50) cubic yards on any one lot and does not obstruct any drainage course;

10. A fill less than three feet in depth, not intended to support structures or mobile homes, which does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course;

11. Clearing, brushing, and minor grading for agricultural purposes provided such operations do not affect the lateral support or increase stresses in or pressures on any contiguous property, or alter the orientation of natural water courses which may result in adverse changes on nearby or adjoining property or result in dumping of organic or hazardous waste not regulated by law. This grading includes, but is not limited to, contour grading to provide for orchard planting, minor leveling not exceeding three vertical feet of either excavation or fill for row crops, installation of irrigation systems, and stockpiling of fertilizer or other amendments.

B. Grading Permit, Paving. No person shall construct pavement surfacing in excess of five thousand (5,000) square feet, on natural or existing grade for the purpose of a private road or driveway, commercial, industrial, or multi-residential parking lot or travelway without a valid grading permit unless waived by the City Engineer or a separate improvement plan is approved and signed by the City Engineer. Resurfacing or maintenance of paved surfaces is exempt from this requirement.

8.21.030 Hazards.

A. Hazardous Conditions.

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage devices are situated on private property in such a manner that they are a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities. The maintenance of any hazardous condition shall constitute a public nuisance.

2. The City Engineer or designee (including City code compliance) may examine, or cause to be examined, every condition reported as hazardous as set forth in subsection (A)(1) of this section.

3. Upon confirmation of a hazardous condition, the City Engineer or designee (including code compliance) shall provide written notification to the owner or agent in control of property with confirmed hazardous condition requiring mitigation of said hazardous condition and stipulation of an acceptable time frame for compliance.

4. The owner or agent in control shall comply with any demand for corrective work or repairs as required. In the event that corrective action is not completed within the period as specified in writing, the City may exercise any available legal recourse for correction of said hazardous condition.

8.21.040 Definitions.

The words and phrases set out in this section, when used in this chapter, shall, for the purpose of this chapter, have the following respective meanings except where the context clearly indicates a different meaning:

"Approval" means a written engineering or geological opinion by the responsible engineer, geologist of record, or responsible principal of the engineering company, whichever is applicable, concerning the satisfactory progress and completion of the grading work, unless it specifically refers to the City Engineer.

"Approved plans" means the current grading plans, which bear the City Engineer's signature of approval on the plans.

"Approved testing agency" means the facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this chapter and is approved by the City Engineer.

"As-graded" means the surface configuration upon completion of grading.

"Bedrock" means in-place solid rock or sufficient solid in-place soil and rock to be classified by a registered geologist, geotechnical engineer or registered civil engineer, as bedrock.

"Bench" means a relatively level step excavated into stable earth material on which fill is to be placed.

"Borrow" means earth material acquired from an offsite location for use in grading on a site.

"Borrow Site Permit" means a permit that is issued to complete borrow grading operations as defined above.

"California Building Code (CBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the City Council of the City of Moreno Valley.

"Civil engineer" means a professional engineer registered in the State of California authorized to practice in the field of civil engineering. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Civil engineering" means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Clearing, brushing and grubbing" means the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.

"Compaction" means the densification of a fill by mechanical means.

"Earth material" means any rock, natural soil, or fill and/or any combination thereof.

"Engineering geologist" means a geologist certified in the state of California to practice engineering geology. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Engineering geology" means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Erosion" means the wearing away of the ground surface as a result of the movement of wind, water and/or ice.

"Erosion control system" means a combination of desilting facilities, and erosion protection, including effective planting and the maintenance thereof, to

protect adjacent private property, watercourses, public facilities, and receiving waters from the deposition of sediment or dust.

"Excavation" means the mechanical removal of earth material.

"Fault" means a fracture in the earth's crust along which movement has occurred. A fault is considered active if movement has occurred within the last eleven thousand (11,000) years (Holocene geologic time).

"Fill" means the deposit of earth material placed by artificial means.

"Geotechnical engineer" see "soil engineer". For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Geotechnical report" means a report, which contains all appropriate soil engineering, geologic, hydrologic, and seismic information, evaluation, recommendations, and findings.

"Grade" means the vertical elevation of the ground surface.

Grade, Existing. "Existing grade" means the ground surface prior to grading.

Grade, Finish. "Finish grade" means the final grade of the site, which conforms to the approved plans.

Grade, Natural. "Natural grade" means the ground surface unaltered by artificial means.

Grade, Rough. "Rough grade" means the stage at which the grade approximately conforms to the approved plans.

"Grading" means any excavation or filling or combination thereof.

"Grading contractor" means a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.

"Grading permit" means an official document or certificate issued by the City Engineer authorizing grading activity as specified by approved plans and specifications.

"Hillside site" means a site with a natural slope of ten (10) percent or more as further defined in Section 9.03.040(B) of this code.

"Indeterminate stockpile" means storage of soil for an indeterminate period of time in excess of the time permitted for a temporary stockpile.

"Key" means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

"Keyway" means an excavated trench into competent earth material beneath the toe of a proposed fill slope.

"Landslide" means the downward and outward movement of soil, rock, fill or a combination thereof.

"Mass grading" means grading that is completed on a large scale over a large area prior to preliminary grading and which when completed is within two vertical feet of the sites final grade elevations.

"Mass grading permit" means a permit that is issued to complete mass grading operations as defined above.

"Massive landslide" means a landslide too large to be stabilized by retaining methods or normal control methods.

"NPDES" stands for National Pollutant Discharge Elimination System.

"Owner" means any person, agency, firm, or corporation having a legal or equitable interest in a given real property.

"Precise grading permit" means a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations and all on-site improvements.

"Permeable Paving" means a special type of pavement that allows rain to pass through the paved surface into the ground beneath, thereby reducing the runoff from a site.

"Preliminary grading permit" means a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the City Engineer.

"References" unless indicated otherwise, or as reasonably appears from the context, references in this chapter to the civil engineer, engineering geologist, geotechnical engineer and soils engineer refer to the professional person(s) preparing, signing, stamping or approving the project plans and specifications which comprise the approved grading plan, and which professional person(s) appears of record pursuant to Section 8.21.170(D) of this chapter, or his/her successor appearing pursuant to Section 8.21.170(E) of this chapter.

"Retaining wall" means a wall designed to resist the lateral displacement of soil or other materials.

"Rough Grading Permit" means a permit that is issued to complete rough grading operations as defined in this section.

"Site" means any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

"Slope" means any inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance or as a percentage ratio of the vertical distance divided by the horizontal distance times one hundred (100).

"Slope stability—Gross stability" means the factor of safety against failure of the slope material below the surface approximately three to four feet deep measured from and perpendicular to the slope face.

"Slope stability—Surficial stability" means the factor of safety against failure of the outer three to four feet of slope material measured from and perpendicular to the slope face.

"Soil" means naturally occurring surficial deposits overlaying bedrock.

"Soil engineer (geotechnical engineer)" means a civil engineer registered in the State of California experienced and knowledgeable in the area of soil mechanics. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Soil engineering (geotechnical engineering)" is the investigation and engineering evaluation of earth materials including soil, rock, groundwater and man-made materials and their interaction with earth retention systems, structural foundations and other civil engineering works. The practice involves application of the principles of soil mechanics and the earth sciences and requires a knowledge of engineering laws, formulas, construction techniques and performance evaluation of civil engineering works influenced by earth materials.

"Sulfate (SO_4)" means a chemical compound occurring in soil or water, which in concentration, has a corrosive effect on ordinary portland cement concrete and some materials.

"Temporary stockpile" means the temporary storage of earth material greater than fifty (50) cubic yards for a period not to exceed the term of the grading permit issued for the project associated with the stockpile.

"Terrace" means a relatively level step constructed into the face of a graded sloped surface for drainage and maintenance purposes.

"WDID# means Waste Discharge Identification number.

8.21.050 Grading permit requirements.

A. Application for Permit.

1. The application for a grading permit shall be made on a form as provided by the City Engineer. All required discretionary approvals under the zoning ordinance and municipal code must be obtained prior to issuance of a grading permit.

2. No grading permit for a development project subject to approval by the planning commission, city council or administrative approval process shall be issued until such commission, council or administrative process has approved the grading concept as part of the discretionary approval process. Any application for a grading permit which effects environmentally sensitive areas shall contain information showing that the proposed grading will be accomplished without significant harm to the environment or appropriate environmental mitigation measures that have been identified within an environmental impact report for the proposed site have been complied with.

B. Responsibility of Land Owners.

1. It is unlawful for any persons owning, leasing, occupying or having charge of any real property in the City to stockpile, deposit, or allow the placement, construction or deposition of earth material on any real property in excess of fifty (50) cubic yards without first obtaining a grading permit as hereinafter described (unless exempt as noted in Section 8.21.020 exceptions. Processing of said earth material must result in a relative compaction of at least ninety (90) percent of the maximum density compaction of the surrounding material, unless otherwise provided for as part of an approved grading plan.

2. Clearing, brushing and grubbing of vegetation done in preparation of land development shall not be undertaken until all discretionary approvals for the land development project have been issued and a grading permit for the project has been obtained. For the purposes of this section, land development shall be defined as any use of real property for which discretionary approval is required as further defined in the this code.

3. A grading permit issued by the City Engineer is required prior to any grading or clearing and grubbing operations on:

a. Previously undisturbed land; or

b. Land covered by native vegetation; or

c. Land which has not been used for agricultural purposes for three years immediately prior to the initiation of a grading operation for the purpose of conducting agricultural activities.

A grading permit may be issued by the City Engineer, prior to discretionary approval, if the City Engineer, in cooperation with the planning official, determines that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause the elimination of any significant wildlife habitat for riparian area.

4. This section shall not regulate routine landscape maintenance, the removal of dead or diseased trees or shrubs or the removal of vegetation upon the order of the fire marshal for the elimination of a potential fire hazard.

C. Types of Grading Permits.

1. Either a mass grading permit, borrow site permit, rough grading permit, preliminary grading permit, precise grading permit or a stockpile permit all as defined in Section 8.21.040 of this chapter may be issued for grading work upon completion of a proper application and approval by the City Engineer.

2. Building permits may be issued for a site graded under an approved grading plan and valid grading permit upon completion and approval of rough grade and geotechnical inspection as specified in Section 8.21.170 of this chapter. Building permits for construction of model homes may be issued for the model home sites only, prior to completion of rough grading for the site, provided that rough grading has been completed and approved as noted for the model home sites.

3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading plan has been approved and a permit has been issued and the provisions as noted above have been satisfied.

D. Stockpile Permits.

1. A temporary stockpile permit is subject to conditions which may include, but not limited to, the following items: a stockpile plan prepared by a registered civil engineer, an erosion control plan prepared by a registered civil engineer, fencing, hydroseeding or other maintenance requirements. Other conditions may be established, even after the permit has been issued, in the interest of public health, safety or welfare, and shall be as determined by the City Engineer.

2. An indeterminate stockpile permit may be issued for soil that is to be used for the future development of the stockpile site where there is no current project, or for storage of soil for current or future sale, or for some other purpose as stated by the property owner. Requests for indeterminate stockpile permits will be reviewed on a case-by-case basis. Such requests may be considered to be the establishment of a business and may require review by other City department or divisions and shall be subject to all of the conditions of approval for such projects. An indeterminate stockpile permit is subject to all of the same requirements as a temporary stockpile permit.

E. Grading Permit Application. A grading permit application shall consist of the following items and forms completed and signed by the applicant or his/her representative, unless otherwise specified by the City Engineer:

1. Application form;

2. Four sets of grading plans;

3. Two copies of a preliminary soils report (see subsection (M)(1) of this section);

4. Two copies of a preliminary geology report if applicable (see subsection (M)(2) of this section);

5. Two sets of erosion control plans;

6. Payment of the grading plan check and inspection fees.

The City Engineer will inspect the project site as necessary and determine whether additional reports or other data are required prior to issuance of a grading permit. The City Engineer will notify the applicant of his determination.

F. Grading Plan Clearances. The City Engineer shall notify the applicant when clearance is required for the project from other departments or divisions within the City as well as clearance required from other agencies. All required clearances from other departments, divisions or outside agencies shall be the responsibility of and obtained by the applicant prior to issuance of the grading permit. The City Engineer will not notify the applicant for South Coast Air Quality District (SCAQMD) required clearances and permits.

G. Data to Accompany Application.

1. A grading plan, approved and signed by a California registered civil engineer, soils engineer and engineering geologist shall accompany each application for a grading permit, unless waived by the City Engineer. The grading plans shall be prepared on twenty-four (24) inch by thirty-six (36) inch Mylar film

with a standard City title block, and shall be drawn in ink. The plans shall show the original and designed finish contours, spot elevations, building pads, public improvements, slope ratios, proposed drainage facilities, protective fencing, retaining walls and any structures or buildings on adjacent properties within fifteen (15) feet of the common property lines.

2. Unless waived by the City Engineer, each application for a grading permit shall be accompanied by supporting data consisting of a soils engineering report, engineering geology report, and the grading plans and specifications. All such plans shall be drawn to engineering scales as approved by the City Engineer. The title sheet of the plan set shall contain the names, addresses and phone numbers of the site owner, the civil engineer responsible for the plans preparation, the project soil engineer and engineering geologist, including registration numbers. The title sheet shall also contain a locality sketch of the project site.

3. A statement of quantities shall be furnished, giving the estimated cubic yards of excavation, embankment, fill, and shrinkage or swell factor. Also, types of ditches and down drains, lineal feet and sizes of various types of pipe, the amount of rock to be used for rip-rap or slope protection, the lineal feet of fencing and any other pertinent information useful in determining the extent of the proposed work.

4. The grading plans shall show scaled sections of all stabilization fills, buttress fills, keyways and benching for fill placement.

H. Grading Plan Check. All grading plans submitted to the City will be checked for conformance with the provisions of this chapter, conditions of approval, the City of Moreno Valley Municipal Code, applicable specific plans, other City ordinances, rules and regulations, all applicable Federal and State requirements, 2010 California Code of Regulations Title 24, Chapter 11 accessibility requirements, City technical requirements and plan requirements, and any other applicable requirements for the development.

I. Mass Grading Plans, Rough Grading Plans, Stockpile Plans, Borrow Site Plans and Preliminary Grading Plans. The plans shall include, but not limited to, the following information.

1. Vicinity map of the site;

2. Property limits clearly labeled or otherwise identified, accurate contours of existing ground and details of terrain, and area of drainage a minimum of fifteen (15) feet beyond the property limits (spot elevations may be used on flatland sites);

3. Prominent existing or natural terrain features;

4. Limiting dimensions, elevations of finish contours to be achieved by the grading, proposed drainage devices, and related construction;

5. Details (plan and section) of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as part of the proposed work, together with a map showing the drainage area and estimated runoff from the area served by the drains;

6. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings of structures on land of adjacent owners which may be affected by the proposed grading operations;

7. If the grading project includes the movement of earth material to or from the site in an amount considered substantial by the City engineer, the permittee shall submit a haul route for review and approval by the public works department, land development division. The City Engineer may prescribe as a condition of the grading permit and submitted haul route, alternate routes or special requirement in consideration on the possible impact on the adjacent community environment or effect on the public right-of-way itself;

8. Additional plans, drawings, calculations, environmental impact information, or other reports and information required by the City Engineer.

J. Precise Grading Plans. The plans shall include of the information required in subsection I of this section plus the footprint or allowable building area of all proposed structures (including appurtenances), setback distances between structures and top or toe of slopes, setback distances between structures and property lines, detailed finish grade and finish floor elevations, flow lines for lot drainage including spot elevations for the drainage swales, details for building footings and sideyard swale relationship (including extra height of or deepened footings), and all proposed PCC flatwork and PCC/AC driveways.

K. Grading Plan Correction Sheet. A grading plan standards and correction sheet which is used as the basis for plan checking, is available from the Public Works Department, Land Development Division which identifies the items typically required on grading plans depending on site conditions.

L. Geotechnical Reports. A soil engineering and engineering geology report shall be required for all grading projects unless otherwise waived by the City Engineer. The reports shall include information useful to the site and any additional information required by the City Engineer. Recommendations included in the reports and approved by the City Engineer, shall be incorporated into the grading plans and specifications. The Building Official may require a soil report of additional information related to the building structure in accordance with the California Code of Regulations Title 24 (IBC).

M. Geotechnical Report Standards. Two copies of each geotechnical report required in subsection L of this section, shall be submitted as part of the application for a grading permit. Each report shall contain information applicable to the project as shall be prepared in accordance with generally accepted geotechnical engineering practice. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

1. Preliminary Soil Report. Soil engineering reports shall be required for all residential subdivisions, commercial or industrial development projects, multi- residential projects, and similar developments for which a grading permit is required. Soil reports shall also be required for grading or building permits on single lot projects when specified by the City Engineer or Building Official. The preliminary (initial) soil engineering report shall include information and data regarding the nature, distribution, and physical and chemical properties of existing soils, conclusions as to the adequacy of the site for the proposed grading, recommendations for general and corrective grading procedures, foundation and pavement design criteria, and shall provide other recommendations, as necessary, for the project grading and development.

2. Preliminary Engineering Geology Report. Engineering geologic reports shall be required for all developments on hillside sites where geologic conditions are considered to have a substantial effect on existing and/or future site stability. This requirement may be extended to other sites as required by the City Engineer. The preliminary (initial) engineering geology report shall include a comprehensive description of the site topography and geology including, where necessary, a geologic map; and opinion as to the adequacy of the proposed development from an engineering geologic standpoint; and opinion as to the extent that known or as reasonably should be known instability on adjacent properties may adversely effect the project; a description of the field investigation and findings; conclusions regarding the effect of geologic conditions on the proposed project; and specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development; and shall provide other recommendations as necessary for the project grading and development. The preliminary engineering geology report may be combined with the soil engineering report.

3. Seismicity Report. A seismicity report as determined by the City Engineer, may be required as a condition for issuance of a grading permit and/or building permit for all residential subdivisions, and for commercial or industrial developments, and shall be required as a condition of development for all essential facilities (as defined in the California Building Code) or as determined by the City Engineer, Building Official or Planning Official. Additionally, sites containing earthquake-sensitive earth materials and/or sites that are located on or near potentially active or active faults are required to submit a seismicity report as a condition for issuance of a grading permit. The report shall be prepared by

an engineering geologist, geophysicist, or a civil engineer with expertise in earthquake technology and its application to buildings or other civil engineering works. The scope of the report shall be commensurate with the proposed development and shall reflect the latest available and accepted technological recommendations related to seismicity. The seismicity report may be combined with the soil and engineering geology reports.

N. Import and Export of Earth Material. Where an excess of five thousand (5,000) cubic yards of earth material for a project site is moved on public roadways to or from the project site as part of the grading operations, all of the following requirements shall apply:

1. Either water of dust preventative spray material (or both) shall be consistently applied for prevention of dust resulting from the loading or transportation of earth to or from the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way, used for transporting materials, in a condition free of dust, earth, or debris attributed to the grading operations.

2. Loading and transporting of earth materials to or from the site must be accomplished within the limitations established in subsection O of this section.

3. Access roads to the site shall be only at points designated on the approved grading plans.

4. At a minimum, the first fifty (50) feet of access road adjacent to the intersection with the public roadway shall have a grade not to exceed five percent. There must be a three hundred (300) foot clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the five percent grade or three hundred (300) foot sight distance requirements can not be obtained due to site constraints, then flagman shall be posted at the access road and shall remain for the entire duration of material transportation operations.

5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the exit of the access road to the public roadway.

6. Advanced warning signs along with traffic control and safety devices shall be reviewed and approved by the City Engineer and shall be posted on the public roadway in the vicinity of the access intersection as required by the current State of California Department of Transportation "Manual of Traffic Control—Warning Signs, Lights and Devices for use in Performance of Work Upon Highways." The size, shape, color, number, spacing, and other details of all such signs and devices shall conform to the standards contained therein and in the current State of California Department of Transportation "Traffic Manual." The

advanced warning signs and other devices shall be covered or removed when the access intersection is not in use.

O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays and from 8:00 a.m. to 4:00 p.m. on weekends and holidays. The City Engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of operations may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

P. Responsibility of Permittee. It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this chapter, and as contained on the approved grading plans and in the approved geotechnical report(s). It shall also be the responsibility of the permittee to be knowledgeable with the obvious and accessible location on the site, and with a copy of the grading plans bearing the stamp or signature of approval by the City Engineer. The applicant will be responsible for obtaining all clearances and permits, if any, directly from the South Coast Air Quality Management District (SCAQMD) prior to beginning grading.

Q. Haul Routes. Where excavation of embankment material is imported or exported from one grading site to another, over public streets, whether or not either site is otherwise subject to grading permit requirements, the City Engineer may specify the route to be used in transportation of the materials on public streets.

Deviation from the designated haul route shall constitute a violation of the condition of the permit issued under this chapter. When the City Engineer does specify a route, he shall do so in writing on the permit document, and shall immediately notify the Traffic Division of the Public Works department as well as the traffic division of the City police department, that said haul route has been specified and approved.

The City Engineer may further specify load limits where, in his opinion, the standard load capacity of vehicles used in such hauling would cause excessive damage to streets on the designated route. Any grading or hauling contractor or project site owner/permittee, moving earth materials in violation of the chapter, shall be financially responsible for any damage to the public streets caused by the hauling vehicles, and shall pay to the City of Moreno Valley the cost, as determined by the City Engineer, of repairing such damage, or shall repair the damage in question to the satisfaction of the City Engineer.

At least twenty-four (24) hours before hauling is to commence, the applicant shall be required to notify the City of Moreno Valley Public Works Department, Traffic Division, and Land Development Division as well as the City Police Department, Traffic Division. The permit may specify other necessary conditions or restrictions, where the use of public streets would disrupt the normal traffic activities or cause a public inconvenience.

R. Debris on Public Streets. Vehicle Code Section 23112(b) forbids the placing, dumping or depositing of dirt and rocks on public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the provisions of this chapter, shall refrain from depositing dirt or debris on public streets by any means, including but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The City Engineer may require a cash deposit to insure the clean-up of public streets.

S. Clean-Up. The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials, including but not limited to, earth, mud, rock or other materials, on any public streets shall be responsible for the complete removal of such materials if spilled, dumped or deposited on a public street within twenty-four (24) hours of noted spill, dumping or deposition. If the permittee fails to remove such spillage, dumping or deposited material within the noted time frame, and it is necessary for the City to complete the removal, the permittee and/or property owner from where the material was removed from or deposited to, shall be liable to pay the City the full cost of such removal work. A cash deposit may be required to insure cleanup of public streets.

T. Dust Control. The contractor or permittee conducting any earth-moving or grading operation under this chapter shall be responsible for controlling dust at all times. The owner, contractor and permittee shall be responsible for implementing any and all Best Management Practices (BMPs) for all grading and earth-moving operations in accordance with the National Pollutant Discharge Elimination System (NPDES) and as required by South Coast Air Quality Management District (SCAQMD).

U. Protection of Adjoining Property. Each adjacent owner is entitled to the lateral and subjacent support which his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

1. Any owner of land or his lessee intending to permit or to make an excavation greater than ten (10) feet in depth within fifty (50) feet of his property line(s) shall give reasonable notice to the owner or owners of land abutting the property line(s) affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin.

2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken so that the soil of adjoining properties will not cave in or settle without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to of greater depth than are the walls or foundation of an adjoining building or other structure, and the distance from the edge of the excavation to an adjoining building or other structure is less than the depth of the excavation, then the permittee or person completing the excavation must take any and all necessary steps to protect the adjacent building or other structure from possible damage resulting from the excavation or the permittee or person completing the excavation must notify the owner of the adjoining building or other structure and allow at least ten (10) days, if so desired, in which to take measures to protect the same from any damage, or to brace or extend the foundations of the noted building or other structure from possible damage from the excavation.

V. Issuance, Expiration and Renewal.

1. Every grading permit issued shall be valid for a period of one hundred eighty (180) days from the date of issuance.

2. Every permit shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

3. The time limitations for all grading permits issued by the City are also subject to the following provisions:

a. A permit issued in accordance with these requirements shall expire upon a change of ownership, if the grading work thereon, for which said permit was issued has not been completed, and a new permit shall be required for the completion of the work. If the time limitations as noted above are not applicable, and if no changes have been made to the plans and specifications last submitted to the City Engineer, no charge shall be made for the issuance of a new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the City Engineer, fees based on the valuation of the additional or new work, additional yardage and necessary plan checking shall be charged to the permit applicant.

b. The City Engineer may extend the one hundred eighty (180) day expiration time limit on permits not to exceed three successive periods for one

hundred eighty (180) days each, upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

4. The City Engineer may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued.

5. If the permittee presents satisfactory reasons for failure to begin or complete the work within the periods specified above, the City Engineer, upon written request, may grant an extension of time reasonably necessary or as specified in subsection (V)(3)(b) of this section for an additional three hundred sixty-five (365) days without additional fees, provided that:

a. No changes have been made in the original plans and specifications for such work.

b. Suspension of abandonment has not exceeded one hundred eighty (180) days.

c. A re-endorsement of the compliance of the plans with the current and applicable regulations has been obtained by the permittee from the Land Development Division.

Such requests for extensions must be submitted no later than the thirtieth day following the date on which said permit would otherwise expire.

6. If the permittee is unable to complete the work by the end of a two calendar year period (initial one hundred eighty (180) days plus one and one-half year extension) or fails to request an extension within the time provided in subsection (V)(5) of this section, the City Engineer, upon written request and justification, may renew the grading permit for a fee of one-half the amount required for the original permit for such work, provided no changes have been made to the original plans and specifications for such work.

W. Denial of Permit. The City Engineer shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in debris being deposited on any public street or public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the City Engineer that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices, or by other means, the City Engineer may issue a permit with the condition that such work be performed. If, in the opinion of the City Engineer, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or

sufficiently reduce the hazard to human life or property, the grading permit and any proposed building permits for habitable structures shall be denied.

The City Engineer may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The City Engineer may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated in accordance with the requirements of the California Environmental Quality Act (CEQA), deny the issuance of a grading permit.

The City Engineer shall require plans and specifications to be modified in order to make them consistent with the City of Moreno Valley general plan, specific plans, municipal code requirements, or other rules, regulations, or conditions of approval applicable to the project. The City Engineer may deny the grading permit if the proposed project cannot be designed in accordance with this chapter, applicable rules, regulations, or conditions.

8.21.060 Fees.

A. Plan-Checking Fees. Before accepting a set of plans and specifications for checking, the City Engineer shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures. The amount of plan-checking fee for grading plans is set forth by City Council resolution.

The plan-checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the required fee for the entire project.

B. Review of Geotechnical Reports Fee. The fees paid in accordance with subsection A of this section (plan-checking fee) includes all necessary fees for review of all geotechnical report(s) for the project and no additional or separate fee will be charged for said review.

C. Grading Permit Fees. A fee for each grading permit shall be paid to the City Engineer for issuance of said permit. The fee for grading permit issuance is set forth by City Council resolution. The fee for a grading permit authorizing additional work to that under a valid grading permit shall be the difference between the fee paid for the original permit and the required fee for the entire project.

8.21.070 Grading security.

The City Engineer may require bonds or other approved security in such form and amounts as may be deemed necessary to assure that the work for a valid grading permit is completed in accordance with the approved plans and specifications or to insure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate any potentially hazardous condition without additional cost or obligation to the City. One form of security will be required to cover all grading and drainage facilities. Separate securities may be required for slope planting, landscaping, irrigation and erosion control.

8.21.080 Cuts.

Cut slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

Slope stability analysis shall be included in all soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height regardless of the slope ratio. The soil engineer shall consider both gross and surficial stability of the slope and provide a written statement approving the slope stability.

8.21.090 Fills.

A. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical (2:1), or where the base (toe) of the fill slope would be within twelve (12) feet horizontally of the top of a cut slope, unless evidence is submitted by the soil engineer and/or engineering geologist which indicates that the stability of the slope is adequate and the proposed slope is approved by the City Engineer.

B. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation; noncomplying fill; topsoil and other unsuitable materials; and by scarifying to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than five horizontal to one vertical (5:1), the ground shall be prepared by benching into sound bedrock, or other competent or formational material, as determined by the soil engineer and

approved by the City Engineer. The lowermost bench beneath the toe of a fill slope shall be a minimum of ten (10) feet in width. The ground surface below the toe of fill shall be prepared for sheet flow runoff, or an appropriate drainage system shall be provided.

Where fill is to be placed over a cut slope, the bench under the toe of the fill shall be at least fifteen (15) feet wide and shall meet the approval of the soil engineer and/or engineering geologist as suitable foundation for the fill. Unsuitable soil is soil which is not dense, firm, or unyielding; is highly fractured; or has a high organic content; and in the opinion of the City Engineer, civil engineer of record, soil engineer, or engineering geologist is not competent to support other soil or fill, to support structures, or to satisfactorily perform the other functions for which the soil is intended.

C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as outlined below, no rock or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

The City Engineer may permit placement of larger rock in fill when the soil engineer properly devises a method of placement, continuously inspects placement, and approved the fill stability and competency. The following conditions shall also apply:

1. Prior to issuance of a grading permit, potential rock disposal area(s) shall be identified on the grading plan.

2. Rock sizes greater than eighteen (18) inches shall be placed a minimum of six feet below grade, measured vertically and/or ten (10) feet measured horizontally from any slope face.

3. Rocks sizes greater than twelve (12) inches shall be placed so as to be completely surrounded by soil; no nesting of rocks will be permitted.

D. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of the maximum density as determined by ASTM DI557. Field density tests shall be performed in accordance with ASTM D1556, or equivalent, as approved by the City Engineer. At least twenty-five (25) percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be uniformly distributed within the fill area and/or fill slope surface area in order to obtain representative results.

Locations of the field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

Testing in areas of a critical nature or special emphasis shall be in addition to a network of representative sampling.

E. Exceptions:

1. Fills excepted in Section 8.21.020 of this chapter if the City Engineer determines that compaction is not a necessary safety measure to aid in preventing saturation, settlement, slippage or erosion.

2. Where lower density and very high potential expansion characteristics exist, (as defined in the California Building Code), lesser compaction requirements may be approved by the City Engineer upon justification and recommendation by the soil engineer.

Sufficient maximum density determinations by test method ASTM D1557 shall be performed during the grading operations to verify that the maximum density curves used are representative of the material placed throughout the fill.

F. Fill Slopes. Fill slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

All fill slopes shall be overfilled to a distance from finish slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finished grade to expose the compacted core. Alternate methods for fill slope compaction may be used by the grading contractor subject to approval by the soil engineer and City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil.

A slope stability analysis shall be included in soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height, regardless of the slope ratio. The soil engineer shall consider both the gross and surficial stability of the slope and provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternate methods of construction or compaction requirements necessary for surficial stability.

At least twenty (20) percent of the field density tests performed during grading shall be located within three feet of the final slope location, and at least one density test shall be taken in the outer twelve (12) inches of the finished slope face for every five thousand (5,000) square feet of slope area.

G. Buttress/Stabilization Fills. Recommendations for buttress/stabilization fills by the soil engineer shall be included in the soil report setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudo static conditions, (analysis of pseudo static loads are not normally needed when the bedding planes are flatter than twelve (12) degrees from horizontal), laboratory test data upon which the calculations are based, a copy of the approved grading plan showing the location of the buttress/stabilization fill, a scaled section of the buttress/stabilization fill, and recommendations with details of subdrain requirements.

H. Utility Line Backfill. Backfill for on-site utility line trenches, including but not limited to, water, sewer, gas, electrical, telephone and cable television services which effect the stability of foundations or other structures, or which are in sloping surfaces steeper than ten horizontal to one vertical (10:1), and which utilize onsite material as backfill, shall be compacted and tested in accordance with subsection D of this section. Alternate materials and methods for utility line trench backfill may be used provided that the material specification and method of placement are recommended by the soil engineer and approved by the City Engineer prior to backfilling.

Utility line trench backfill for on-site areas other than those stated above need no specific placement method or compaction criteria, but shall be sufficiently compacted to preclude detrimental settlement. In no case shall this be construed to mean utility line trench backfill within any public rights-of-way.

The final utility line trench backfill report from the project soil engineer shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use and that all tested areas meet the compaction requirements in accordance with subsection D of this section.

8.21.100 Setbacks.

A. General. The setbacks and other restrictions specified by this section are minimum and may be increased by the City Engineer or by the recommendation of the civil engineer of record, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. Where zoning requirements exceed the minimum herein, the zoning setbacks shall govern.

B. Setbacks From Property Lines. The tops and toes of slopes shall be setback from the outer boundaries of the permit area, including slope right

areas and easements, in accordance with Figures A and B. Lot lines shall be located at the top of slopes whenever possible.

C. Design Standards for Setbacks. Setbacks between graded slopes (cut or fill) and structures shall be provided in accordance with Figures A and B. A usable side yard of at least five feet from any building wall shall be provided to the top or toe of a slope unless waived by the City Engineer.

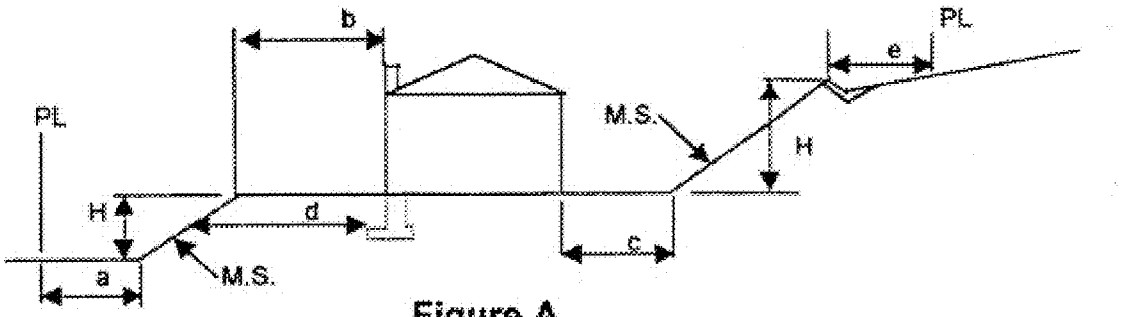

Figure A

Table A Minimum Setback from Adjacent Slope					
H (hgt-ft)	a	b	c	d	e
0<6	3′	5′	3′	5′	3′
6 to 14	5′	5′	H/2	H/2 (5′Min)	3′
14 to 30	5′	H/2 (10′ Max)	H/2	H/2 (10′ max)	6′
30+	5′	10′ Max	15′ Max	10′ Max	6′

NOTES:

1 PL means property line and/or permit boundary. M.S. means manufactured surface.

2 Setbacks shall also comply with applicable zoning regulations.

3 Table A applies to manufactured slopes and 2:1 or steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.

4 “b” may be reduced to 5′ minimum if an approved drainage device is used; roof gutters and downspouts may also be required.

5 “b” may be reduced to less than 5′ if no drainage is carried on this side and if roof gutters are included; “d” may not be reduced.

6 If the slope between “a” and “b” is replaced by a retaining wall, “a” may be reduced to zero and “b” shall remain as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.

7 “b” is measured from the face of the structure to the top of the slope.

8 “d” is measured from the lower outside edge of the footing along a horizontal line to the face of the slope. Under special circumstances, “d” may be reduced as recommended in the soil report and approved by the Building Official

Figure B

Minimum Setback

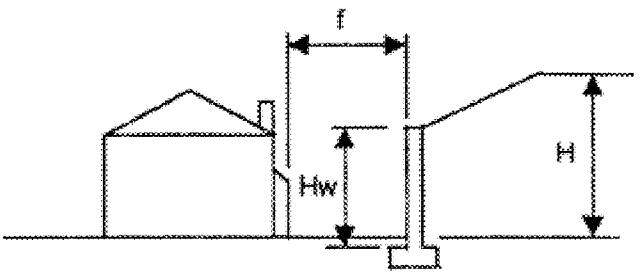

Figure B

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
0 to 6	3′ Max	3′ Min
6 to 8	4′	4′

Ordinance No. XXX
Date Adopted:

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
8 to 10	5′	5′
10 to 12	6′ Max	6′
12 to 30	6′ Max	H/2
30+	6′ Max	15′ Max

NOTES:

1 The use of retaining walls to reduce setbacks must be approved by the City Engineer.

2 "f" may be reduced to zero (0) feet if the Building Official approves a combination structure/retaining wall after submittal and review of structural calculations from the project structural engineer and after the City Engineer approved the necessary drainage devices.

3 "Hw" is the height of the retaining wall measured from the top of the footing to the top of the wall.

8.21.110 Drainage and terracing.

A. General. Unless otherwise noted on the approved grading plan, drainage facilities and terracing of graded slopes shall conform to this section, to the currently adopted City design standards, this code and to Riverside County Flood Control and Water Conservation District's master drainage plans for the City, except where otherwise specified.

B. Terraces. Terraces at least eight feet in width shall be established at not more than thirty (30) foot vertical intervals on all cut or fill graded slopes in order to control surface drainage and debris. Where only one terrace is required, it shall be at the mid-height of the slope. Terrace widths and spacing for cut and fill slopes greater than one hundred and twenty (120) feet in height shall be designed by the project civil engineer based upon recommendations of the project soil engineer and approved by the City Engineer. Suitable access shall be provided to all terraces to permit proper cleaning and maintenance.

Terrace drains shall have a minimum gradient of two percent unless waived by the City Engineer. Terrace drains shall have a minimum depth at the deepest point of no less than one foot and a minimum paved width of at least

three feet and shall be designed to accommodate all runoff created by the cut or fill slope as well as any tributary runoff which enters the terrace drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

D. Storm Water Discharge. All drainage facilities shall be designed to carry storm water runoff to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction, as an acceptable and safe location to deposit such runoff. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the City Engineer.

E. Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the City Engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the City Engineer.

F. Storm water Runoff. Storm water runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

1. Whenever practicable, each lot shall be graded so that storm water will drain from the backyard through the sideyard and front yard directly to the abutting street or toward approved drainage facilities at a gradient of not less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

2. When the above is not feasible, as determined by the City Engineer, storm water shall be collected along the top of slopes or at the rear of graded lots by means of paved gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of eighteen (18) inches deep.

3. Where slopes are terraced at thirty (30) foot intervals, drainage shall be provided in paved ditches a minimum of thirty-six (36) inches wide and twelve (12) inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the City Engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to grantee the improvement, is posted with the City.

4. Down drains, interceptor drains and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by the project engineer and approved by the City Engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe (RCP), plastic pipe (PVC) or other pipe material as approved by the City Engineer. Anchor lugs or collars may be required by the City Engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the City Engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

5. The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters or other materials as approved by the City Engineer.

G. Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage-ways on the owner of record of each respective lot. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the permittee. Such easements shall be subject to the approval of the City Engineer and City attorney and recorded prior to the issuance of the grading permit.

8.21.120 Retaining walls.

Retaining walls shall be constructed of reinforced concrete, reinforced masonry block, reinforced concrete block and geosynthetic fabric, or a combination of the aforementioned materials. Retaining walls shall be designed to resist all earth pressures acting upon them including embankment or structure/vehicle surcharge loads. All retaining walls shall be designed by a registered civil or structural engineer and submitted to the building division, including appropriate structural calculations, for review and approval prior to installation. All retaining walls that are to be constructed in connection with a grading plan shall be shown on the grading plan. Sufficient top of wall (TW) and top of footing (TF) elevations shall be shown on the grading plans to determine the overall height of the retaining wall at various locations.

8.21.130 Expansive soils.

A. Expansive soil is any soil with an expansion index greater than twenty (20), as determined by the expansion index tests (2010 California Building Code, Section 1803

B. Whenever expansive soils are encountered within four feet of the finish grade of any area intended or designed as a location for a building then the following shall be observed:

1. The permittee shall remove such expansive soil to a minimum depth of four feet below finish grade within the building footprint area. Nonexpansive, properly compacted soil shall then be installed in the area where the expansive soil was removed; or

2. In the event that sufficient non-expansive material is not readily available on site, the permittee may at his option import nonexpansive material to be used as fill or the soil engineer may waive or reduce the requirement for removal and replacement of the expansive soils reported on the project. The soil engineer shall, however, make recommendations for the design of footings, foundations, slabs, and other load bearing features, or other special procedures which will alleviate any potential problem created by the remaining expansive soils; or

3. Based on recommendations for the soil engineer, expansive soil from cut areas may be placed in the lower extremities of embankments, and nonexpansive materials shall be reserved and stockpiled so that they may be placed as a cap over expansive soil. Whenever expansive soil is placed closer than four feet of finish grade, the soil engineer shall so indicate and make corrective recommendations as noted above.

8.21.140 Asphalt paving.

A. Requirements. For the purpose of this section, asphalt concrete (A.C.), aggregate base material (A.B.), prime coat, tack coat, and seal coat shall all meet the current material specification standards of the City of Moreno Valley for public road construction and/or the approval of the City Engineer.

B. Subgrade Compaction. Compaction of subgrade materials shall be in accordance with the requirements of Section 8.21.090(D) of this chapter.

C. Soil Sterilization. Unless otherwise approved by the City Engineer, subgrade earth materials shall be sterilized to preclude plant growth.

D. Pavement Structural Section. The project soil engineer, architect, or design civil engineer shall determine the pavement structural section(s) for parking lots, service roads, private streets and dedicated streets on new private development projects. The structural section shall be based on:

1. Soils tests of the subgrade soil(s) performed in accordance with the latest revision of test method number California 302 and anticipated traffic and/or loading conditions.

2. The design shall be determined by R-value testing in accordance with CalTrans design method with recommended safety factors. The minimum design structural section(s) for dedicated streets shall be as noted in the current edition of the City of Moreno Valley standard plans.

E. Alternative Design Method for New Parking Lots/Service Roads and Private Streets. In lieu of the recommended structural section from the soil engineer or civil engineer based on testing as noted above, the following standards may be used for new private parking lots/service roads and private streets:

Industrial and Commercial Developments	**Min. Structural Section**
Parking area less driveways and perimeter drives	.25′ AC / .33′ AB
Driveways and perimeter drives for industrial developments	.25′ AC / .83′ AB
Driveways and perimeter drives for commercial developments	.25′ AC / .67′ AB
High Density Residential	
Parking areas and access lanes	.25′ AC / .33′ AB
Drives and areas subject to heavy truck use	.25′ AC / .67′ AB
Private Streets	
Structural roadway section for private streets	.30′ AC / .50′ AB

AC means asphalt concrete pavement.

AB means Class II aggregate base material.

F. Exceptions. The provisions of this section shall not apply to private asphalt concrete driveway(s) providing access to not more than two single-family residences, proposed in conjunction with a project subject to a grading permit or to commercial, industrial or high-density residential developments where all pavements areas are constructed of Portland cement concrete (PCC) pavement.

8.21.150 Permeable surface designs

A. Permeable surface designs include, but is not limited to pervious concrete, permeable pavement, permeable pavers, and porous asphalt. These BMPs may be allowed in low flow traffic roads and parking lots and other paved areas upon approval from the City Engineer.

8.21.160 Erosion control.

A. General.

1. All earth moving or grading operations requiring a grading permit (as noted in Section 8.21.020 of this chapter) shall be required to also have an approved erosion control plan. In addition, any grading, clearing, brushing and grubbing within one hundred (100) feet of environmentally sensitive areas, is prohibited from October 1st to May 31st except for the following:

a. The construction and maintenance of erosion control systems, which have been approved by the City Engineer.

2. Grading work is prohibited on any single grading site under permit between October 1st and May 31st unless an erosion control plan has been approved or waived by the City Engineer. Where necessary, temporary and/or permanent erosion control devices or methods, as approved by the City Engineer, shall be employed to control erosion and provide safety during this period.

3. The City Engineer may order restriction or cessation of land disturbance or development operations upon determination that the weather, soil, slope, or general site conditions may cause serious accelerated erosion or sediment damage either on-site or downstream from the site.

B. Erosion Control Plans.

1. Erosion control plans shall be submitted to the City Engineer for approval concurrent with the grading permit application and/or with grading plan submittal unless otherwise waived by the City Engineer. No grading permit shall be issued unless an erosion control plan has been submitted or waived by the

City Engineer. The erosion control plan may be waived for grading on single residential lot projects, provided that an erosion control system, approved by the City Engineer, is installed, placed, planted or constructed before October 1st. An erosion control and/or sediment control plan is required for all projects if the City Engineer determines that erosion or sediment discharge adversely affects adjacent properties. The approved erosion control plan shall be updated if necessary by October 1st each year, for projects under a grading permit.

2. The erosion control plan shall include details of protective measures, including desiltation basins or other temporary drainage or control measures or both, as may be necessary to protect adjoining public or private property from damage by erosion, flooding, or mud and/or debris deposits which may originate from the site or result from the grading operations.

3. All slope planting, as required by the erosion control plans, which is to be completed after October 1st, will require jute matting or other acceptable turf matting or erosion control blankets prior to planting or hydroseeding.

C. Submittal and Processing Requirements.

1. All projects requiring a grading permit must have erosion control plans submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

2. The erosion control plans must be approved and erosion control devices installed and certified and inspected as being properly constructed by the engineer of record. Sediment control must be continuously maintained throughout the construction process. Updating of the plans will be required for phases of construction not covered by the previously approved plans.

3. Approval and processing of the erosion control plans requires payment of plan checking fees, inspection fees and the posting of securities as further noted in this section.

4. First submittal for erosion control plans shall include the plan checking fee, two blueline copies of the plans and two copies of the bond estimate.

D. Information on Erosion Control Plans. Erosion control plan shall include but not be limited to, the following information:

1. A twenty-four (24) hour telephone number of the person responsible for performing emergency erosion control work;

2. The stamp and signature of the civil engineer that prepared the erosion control plan;

3. The erosion control general notes (copies available for the public works department, land development division);

4. Identification of all desilting and erosion protection facilities necessary to protect adjacent property from sediment deposition;

5. Identification of the streets and drainage devices that will be completed and paved by October 1st;

6. Provision for the placement of gravel bags, slope planting or other measures to control erosion from all slopes above and adjacent to roads open to the public;

7. Provision for maintaining access to desilting facilities during wet weather;

8. A schedule for the construction and ongoing maintenance of all required erosion and sediment control facilities;

9. Identification of discharge points where concentrated runoff occurs.

E. Erosion Control Systems.

1. All sediment shall be contained on-site. Runoff from disturbed areas shall be detained or filtered by berms, swales, ditches, filter strips or other means as necessary to prevent the escape of sediment from the site. Sediment control devices shall be installed prior to or concurrent with the initial grading operations and shall be maintained throughout the development process.

2. Erosion shall be prevented at locations where runoff is concentrated. Where runoff will be discharged to natural ground or channels, appropriate energy dissipaters shall be installed to prevent erosion at the point of discharge.

3. All erosion control measures required to retain sediment on-site and to safely discharge any accelerated runoff generated by the project shall be installed during the initial construction phase of the project.

4. Desilting facilities shall be provided at drainage outlets from the graded site.

5. Desilting basins shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow sediment of suspended particles.

6. Desilting basins shall be constructed around the perimeter of projects. Basins should be located where maintenance access is provided from paved roads during wet weather.

7. Desilting basins constructed from compacted earth shall be compacted to a relative compaction of ninety (90) percent of maximum density. A soil engineering report including the type of field-testing performed, location and results of testing, shall be submitted to the City Engineer for approval upon completing the desilting basin(s).

8. Equipment and workers, for emergency work, shall be available at all times. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices if needed.

9. Unless otherwise approved by the City Engineer, erosion protection shall include effective planting of all slopes in excess of three feet in height. Slopes exceeding fifteen (15) feet in height may require an adequate sprinkler system, as determined by the City Engineer.

10. All slopes greater than five feet in height shall be permanently landscaped with the landscaping established prior to October 1st. If the permanent landscaping is not installed and sufficiently established prior to October 1st, the slope(s) shall be covered with protective materials and soil stabilizers approved by the City Engineer.

11. All disturbed slopes shall be planted and protected within forty-five (45) days of the completion of each stage of grading. Suitable measures to prevent slope erosion, including but not limited to, rapid growth vegetation sufficient to stabilize the soil, shall be installed on all disturbed areas until such time as the permanent vegetative cover sufficiently matures to provide permanent stability.

12. Erosion control provisions shall include and complement drainage patterns during the current and future phases of grading throughout the rainy season.

13. Graded areas around the project perimeter must drain away from the face of slopes at the conclusion of each working day.

F. Erosion Control Maintenance.

1. Erosion control systems shall be serviced and maintained to provide continuous capacity and to adequately function as designed. After precipitation exceeding one-quarter inch in any twelve (12) hour period, or upon direction of the City Engineer, silt and debris shall be removed form check dams and desilting basins and the basins pumped dry and otherwise restored to the original design condition.

2. The performance of the erosion control system shall be evaluated by the City Engineer and revised and replaced as ordered.

3. The construction and maintenance of all erosion control systems shall conform to the approved erosion control plan unless otherwise approved by the City Engineer.

4. The contractor, permittee, or project owner shall be responsible for and take necessary precautions to prevent public trespass into areas where impounded water creates a hazardous condition. Necessary precautions may include, but not limited to, appropriate perimeter fencing, or a twenty-four (24) hour guard in order to prevent unauthorized persons from entering the basin(s).

5. Any sprinkler system, controlled by timers, used with an erosion control system, shall be inspected every thirty days to assure proper functioning of the timer device.

G. Erosion Control Design and Implementation.

1. If a project design includes grading or construction within one hundred (100) feet of any environmentally sensitive areas, additional erosion control measures may be required within all disturbed areas in order to minimize the impacts to the environment. These measures may require the approval of the City Engineer as well as approval and certification by the engineer of record for the project. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. The additional erosion control measures may include, but not limited to, installing protective materials and stabilizers, along banks and within waterways and over all disturbed areas. The additional erosion control measures may also include a full time (twenty-four (24) hour) on-site guard during storms and when the precipitation amount is expected to exceed one-half inch in any twenty-four (24) hour period. The precipitation forecast shall be as established by the National Weather Service.

2. All erosion control systems require approval by the City Engineer and approval and certification by the engineer of record. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. All erosion control systems shall remain in place at all times for all areas in which construction is not scheduled to commence within the next seven days. All erosion control systems shall remain in place until May 31st. The May

31st date may be extended by the City Engineer upon determination that there is a substantial likelihood of significant precipitation after May 31. The City Engineer shall use information as provided by the National Weather Service to make such determination.

3. All removable protective devices shown shall be in place at the end of each working day when the five day rain probability forecast exceeds forty (40) percent. The forecast shall be as determined by the National Weather Service.

4. The faces of cut and fill slopes and the project site shall be prepared and maintain to control erosion. Slope protection may be waived by the City Engineer for cut slopes, which are not subject to erosion because of the erosion resistant character of the materials.

5. If construction of erosion control systems outside of the project boundaries are necessary, permission to construct such systems from the owner of such off-site property. Plans for the off-site systems shall be included with the on-site plans submitted to the City Engineer. The plans for the off-site erosion control systems shall include permission to grade and maintain the erosion control systems from all affected property owners and letters of clearance and/or permits from all appropriate governmental entities.

6. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition, free of loose soil, construction debris, and trash. Street sweeping or other equally effective means shall be used on a regular basis to control erosion, which has been deposited on streets or sidewalks. Watering shall not be used to clean streets except for the removal of fine material not otherwise removed by sweeping or other mechanical means.

7. The contractor, permittee, or property owner shall be responsible for inspection, modification, and proper maintenance of the erosion control devices as necessary. If the contractor, permittee, or property owner fails or refuses to properly maintain the erosion control devices, the City Engineer:

a. May cause emergency maintenance work to be done in order to protect potentially impacted property. The cost shall be deducted for the erosion control security posted for the project pursuant to subsection (H)(4) of this section and shall include all costs related to the emergency maintenance including initial mobilization and performance of the work in addition to applicable administrative costs.

b. Shall revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the City engineer is installed or necessary maintenance of an existing system is completed.

8. If any grading subject to Section 8.21.020 of this chapter has commenced on private property without a valid grading permit, the property owner shall be required to obtain a valid permit before continuing and grading, and may be required to prepare and implement an erosion control plan, approved by the City Engineer. If the property owner fails to install an approved erosion control system, the City Engineer shall cause emergency work to be done to protect potentially impacted property and to protect environmentally sensitive areas. The procedures of subsections B, C and D of this section need not apply for emergency erosion control work between October 1st and May 31st. The cost of such emergency work shall be charged to the owner pursuant to the procedures set forth in subsection (H)(4) of this section.

H. Erosion Control Security.

1. Requirement for Security. Prior to approval of the grading permit, an erosion control plans for the project site shall be submitted to and approved by the City Engineer and securities meeting the requirements contained herein shall be posted with the City. The security shall guarantee the following:

a. Compliance with all provisions of this section and all other applicable ordinances;

b. Compliance with any and all terms and conditions of the permittee's approved erosion control plan;

c. Completion of the erosion control system, to the satisfaction of the City Engineer, and in accordance with the approved erosion control plan;

d. Completion of all emergency and routine maintenance and repair of the erosion control system(s) to insure the continuous integrity of the system(s) to the satisfaction of the City Engineer and as may otherwise be required by this section;

e. Restoration and repair of public streets or other property adversely impacted by erosion from permittee's project.

2. Amount and Form of Security. The amount of the security shall be equal to one hundred (100) percent of the total estimated cost of the erosion control system(s). The permittee's estimate of such cost shall be based on the established unit costs available from the City and shall be subject to the review and approval of the City Engineer. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City Engineer. The remainder of the erosion control security shall be subject to the approval of the City Engineer and city attorney, and consist of one or more of the following:

a. Cash deposit;

b. A bond;

c. A certificate of deposit;

d. A letter of credit, in City format, from one or more local financial institution(s) subject to regulation by the state or federal government.

3. Failure to Provide Security. If a permittee fails to provide the security required by this section prior to October 1st each year, the City Engineer may revoke the permittee's grading permit without prior notice to the permittee. Any such revocation shall be in writing.

4. Use of Cash Deposit. The City Engineer may cause certain erosion control work to be done under any of the following circumstances:

a. Failure of the permittee to commence emergency repair or maintenance work within twelve (12) hours of receipt of a written demand therefor from the City Engineer, or within twelve (12) hours of the City Engineer's attempt to communicate such demand via the telephone number listed on the approved plans or as provided by the permittee.

b. Failure of the permittee to commence other repair or maintenance work within seventy-two (72) hours of receipt of a written demand therefore from the City Engineer.

c. Failure of the permittee to diligently pursue completion of any required repair or maintenance work or to complete such work within a reasonable time period established by the City Engineer.

d. Failure of the permittee to complete installation of a erosion control system prior to October 1st.

e. Failure of the permittee, after notice from the City Engineer, to clean or repair public streets or other public property, where debris, damage or erosion resulted from the permittee project.

The permittee shall be liable to the City for the cost of any repair work that was necessary as a result of and in accordance with the provisions of this section. The City Engineer may withdraw from the permittee's cash deposit for erosion control security, any funds necessary to pay for such work. The City Engineer shall notify the permittee of any withdrawal from the permittee's cash deposit. If the cost for such work exceeds the balance of the permittee's funds on deposit, the City Engineer shall cause an invoice to be sent to the permittee demanding payment of the amount by which the cost of the work exceeds the permittee's deposit. The permittee shall, within ten (10) days of receipt of such invoice, deposit with the City Engineer, that amount of cash necessary to bring the

permittee's deposit up to its original balance. If the permittee fails to pay such amount in full within thirty (30) days from the date of the invoice, the permittee's grading permit shall be automatically revoked. Renewal of the grading permit shall not be completed until the invoice is paid in full. No final grading inspection shall be completed until the permittee has fully satisfied all monetary obligations to the City imposed pursuant to the provisions of this section. Additionally, no further construction permits, including but not limited to, building permits or occupancy permits, shall be issued until such monetary obligations are fully satisfied.

5. Release of Security. On June 1st of each year, or upon the end of the actual rainy season (as determined by the City Engineer) whichever occurs later in time, the City Engineer may release any erosion control security posted or deposited pursuant to this section, upon receipt of a written request for such release by the permittee.

The City Engineer shall be responsible for determining the end of the rainy season if it occurs after May 31st of any given year. The determination shall be based upon available meteorological information.

The City Engineer shall not release a permittee's security if the permittee has an outstanding monetary obligation to the City incurred pursuant to the provisions of subsection (H)(4) of this section or if cleanup or repair of public streets or other public property for which the permittee is responsible, has not been completed to the satisfaction of the City Engineer.

Any unused portion of the permittee's erosion control security may also remain on deposit with the City throughout the grading of the project and not be released until completion of the landscaping improvements for the project if it is determined by the City Engineer that due to the nature, configuration, or location of the project, it is in the best interest of the City to retain said erosion control security until to projects completion.

8.21.170 National Pollutant Discharge Elimination System (NPDES).

A. General Requirements. On September 2, 2009, the State Water Resources Control Board (SWRCB) approved waste discharge requirements associated with construction activity. The regulations affect all construction sites that disturb an area of one acre or more.

As a condition of the Santa Ana Regional Water Quality Control Board, a National Pollutant Discharge Elimination System permit will be required for all sites that disturb an area of one acre or more. Prior to issuance of a grading permit, each applicant shall provide an NPDES permit number (WDID#) to the City Engineer.

A complete NPDES permit for storm water runoff associated with construction activity application and general requirements may be obtained from the State Water Quality Control Board .

In general, the permit requires the following information to be filed with the California State Water Resource Control Board (SWRCB):

1. A notice of intention (NOI). The NOI application is in the construction permit package;

2. Risk Assessment.

3. Site Map.

4. A stormwater pollution prevention plan (SWPPP). Conditions are outlined in the construction permit package;

5. Annual Fee.

6. Signed Certification Statement.

It is the permittee's responsibility to obtain the application package, complete the information and reports as noted above, and maintain the site throughout the duration of the project as required by the permit. All of the information noted above shall be maintained on-site during construction and shall be presented upon demand by State Water Resource Control Board inspectors, the City of Moreno Valley inspectors or any member of the public.

8.21.180 Grading inspection.

A. Grading Inspection.

1. Site Inspection by the City Engineer. Prior to any grading, brushing, or clearing, there shall be a pre-grading meeting held on the site unless waived by the City Engineer. Prior to placing concrete for curb and gutter, sidewalk, pavement base material or other similar improvement in the public right-of-way, there shall be a pre-paving meeting held on the site unless waived by the City Engineer. The permittee, or agent for the permittee, shall notify the City Engineer and request the meeting(s) at least two working days prior to the meeting(s) and shall also be responsible for notifying all principals responsible for grading or paving operations.

It shall be the responsibility of the person doing the work authorized by a permit, to notice the City Engineer at least two working days prior to the work being ready for the following inspections:

a. Excavation and Fill Inspection.

i. Canyon Clean Out. After all brush and unsuitable material has been removed and an acceptable base has been exposed, but before any fill has been placed;

ii. Toe Bench and Key. After the natural ground or bedrock has been exposed and prepared to receive fill, but before fill is placed;

iii. Over Excavation. After the area has been excavated but before fill is placed;

iv. Excavation. After the excavation has started, but before the vertical depth of the excavation exceeds ten (10) feet, and every ten (10) foot interval thereafter;

v. Fill. After the fill has started, but before the vertical height of the fill exceeds ten (10) feet and every ten (10) foot interval thereafter.

2. Concrete or Gunite Drainage Device Inspection.

a. Alley Gutter or Concrete Drainage Device. After the sub-grade is prepared and any reinforcement placed but prior to concrete placement and then again after concrete placement;

b. Terrace Drains, Down Drains, Brow Ditches. After grade has been established but before placement of welded wire mesh or reinforcement and then again after placement of concrete or gunite.

3. Other Drainage Devices.

a. Subdrains. After excavation but prior to placement of filter materials and pipe. The subdrain pipe and filter material shall be on site for inspection. Inspection shall also occur after placement of pipe and filter material but before backfill;

b. City Storm Drains and Inlets. After installation of form-work and placement of reinforcement but before concrete placement and then again after placement of concrete and removal of form-work but prior to backfilling. Inspection shall also occur after backfilling and completion of storm drain;

c. Earth Swales. Prior to rough grading approval and then again prior to final grading approval.

4. Rough Grade Inspection.

a. When all rough grading as been completed. Inspection may be called for at the completion of rough grading after the City Engineer has received, reviewed and approved the required geotechnical certification(s) and/or compaction reports and the civil engineer has submitted approval of line and grade on City approved format. Under normal circumstances, all subdrains and slope drains, if required, shall be in place and approved as a condition of rough grading approval.

5. Paving Inspection (In Public Right-of-Way).

a. Subgrade. After subgrade has been established, tested, and approved by the soil engineer, or his qualified representative, the soil engineer may leave a field memo of compaction test results on site. The civil engineer shall provide approval of line and grade;

b. Base. After base course has been placed, tested, and approved by the soil engineer or his qualified representative, but prior to prime coat and asphalt placement, the soil engineer may leave a field memo of compaction test results on site. Material invoices or weight tickets shall be required;

c. Asphalt Concrete. During asphalt placement to verify compliance with plans and specifications. Material invoices or weight tickets shall be required. Prior to application of seal cost, the paved surface shall be water tested to reveal any irregularities and shall be patched where required.

6. Final Inspection.

a. When all work, including installation of all drainage structures and other protective devices has been completed and all written professional approvals and the required reports have been submitted.

7. Siltation Control Facilities (October 1st to May 31st).

a. After excavation of desilting basins but prior to fill placement. Pre-fabricated drainage devices are to be available on site for inspection;

b. After fill placement of desiltation basins but prior to placement of concrete or other non-erosive materials (if applicable);

c. After completion of an erosion control system in accordance with an approved erosion control plan and the requirement of the City Engineer.

B. Notification of Non-Compliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not begin completed in accordance with the approved plans, specifications,

recommendations or requirements of this chapter, the discrepancies shall immediately be reported in writing to the grading contractor, the owner and the City Engineer. Recommendations for corrective measures shall be submitted to the City Engineer for approval and shall be incorporated on to the approved plans upon approval by the City Engineer.

C. Special Inspections. The City Engineer may establish special inspection requirements in accordance with the 2010 edition of the California Building Code, amended, for special cases involving grading or paving related operations. Special cases may apply to work where, in the opinion of the City Engineer, it is necessary to supplement the resources or expertise available for inspection.

D. General. It shall be the responsibility of the civil engineer that prepared the grading plans to incorporate the applicable recommendations for the soil engineering and engineering geology reports into the grading plan. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements, and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor, and the City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, unless waived by the City Engineer, and upon completion of the work, the submission of as-built grading plans incorporating all changes and/or additional made during construction.

Soil engineering and engineering geology reports shall be required as specified in Section 8.21.190(A). During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted for distribution as required.

The soil engineer's area of responsibility shall include, but not limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finished slopes, design of buttress fills where required, and incorporating data supplied by the engineering geologist.

The engineering geologist's area of responsibility shall include, but not limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the needs for subdrains or other ground water drainage devices. The engineering geologist shall report all findings to the soil engineer for engineering analysis.

The City Engineer shall inspect the project at various stages of work requiring approval, and at any more frequent intervals necessary to determine that adequate inspection and testing are being completed by the professional consultants and to insure conformance with the approved plans and specifications.

When preliminary soil engineering reports are not required by the City Engineer, inspection and testing may be required by an approved testing agency. The testing agency's responsibility shall include, but not limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

E. Transfer of Responsibility for Approval. If the civil engineer, the soil engineer, the engineering geologist, the testing agency or the grading contractor of record are changed during the course of the work, the work may be stopped until:

1. The owner submits a letter of notification to the City Engineer verifying the change of the responsible professional; and

2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that he concurs with the findings, conclusions, and recommendations, and is satisfied with the work performed. He must also state that he assumes all responsibility within his purview as of the specified date.

All exceptions to the noted requirements must be justified to the satisfaction of the City Engineer.

Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer and/or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility without the requirement for written notification to the City Engineer.

F. Other Inspections by the City Engineer.

1. Prior to the approval of any building or grading plans and specifications, the City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.

2. The permittee or agent for the permittee shall notify the City Engineer when the grading operations specified are ready for inspection.

3. If the inspector finds the soil or other conditions not as shown on the approved plans or stated in the geotechnical reports or as noted within any additional information which was required for issuance of the grading permit, he may issue a stop work order until approval is obtained for a revised grading plan or modification to any applicable reports which will conform to the actual site conditions.

4. The provisions of Section 115, Stop Orders, of the 2010California Building Code (CBC) shall apply to all grading work, whenever the City Engineer

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determines that any work does not comply with the terms of the permit, or this chapter, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any person(s) engaged in doing or causing of such work to be done, and any such person(s) shall immediately stop such work until authorized by the City Engineer to proceed with the work.

5. Prior to issuance of building permits for a graded site, the rough grading shall be completed in accordance with the approved plans and specification, and this chapter, and to the satisfaction of the civil engineer, or architect, engineering geologist, soil engineer, and City Engineer.

6. Whenever any work on which inspection are required, is covered or concealed by additional work without first being inspected, the City Engineer may require, by written notice, that such work be exposed for examination. Any cost for exposing and recovering such noninspected work shall not entail or be subject to expense by the City.

8.21.190 Completion of work.

A. Final Reports. Upon completion of the rough grading work and at the final completion of the work under a grading permit, but prior to the release of grading security or issuance of a certificate of occupancy, the City Engineer will require:

1. An as-built grading plan prepared by the civil engineer which shall include original ground surface elevations, as-graded ground surface elevations, slope inclinations, elevations and locations of all surface and sub-surface drainage facilities location with scaled sections of all buttress/stabilization fill, and location and depth of all areas of unsuitable soil.

2. A written approval by the civil engineer approving the grading as being in conformance with the approved grading plan and which specifically approves the following items as appropriate to the project or stage of grading:

a. Construction of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

b. Staking of property corners for proper building locations (rough grading);

c. Setting of all monuments in accordance with the recorded tract map (rough or final grading);

d. Locations of permanent walls or structures on property corners or property lines where monumentation is not required (final grading);

e. Location and inclination of all manufactured slopes (rough and final grading);

f. Construction of earthen berms and positive building pad drainage (rough and final grading).

3. A soil engineering report (compaction report) prepared by the soil engineer, including type of field testing performed, stability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Each field density test shall be identified, located on a plan or map, the elevation of the test and finish grade elevation shown, and the method of obtaining the in-place density described; either ASTM 1556-78 or the approved equal shall be so noted. The soil engineer shall provide written approval as to the adequacy of the site for the intended use, as effected by soil engineering factors and a statement of compliance to finish grade.

4. A geologic report prepared by the engineering geologist, including a final description of the geology of the site including any new information disclosed during the grading, and the effect of the same on recommendations incorporated in the approved grading plan. He shall provide written approval as to the adequacy of the site for the intended use as effected by geologic factors, a statement of compliance to finish grade, and when required by the City Engineer, shall submit an as-built geologic map.

5. A statement of compliance prepared by the grading contractor that the work was completed in accordance with the approved plans may be required by the City Engineer in certain cases.

B. Notification of Completion. The permittee or agent for the permittee shall notify the City Engineer when the grading operation is ready for inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion control measures, have been completed in accordance with the approved grading plan and the required reports and statements of compliance have been submitted and approved

8.21.200 Penalty for violation.

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof in

a court of law, shall be punishable by fine of not more than five hundred dollars ($500.00) or imprisonment for not more than six months, or by both. Each such person, firm or corporation shall be deemed guilty of a separate offence for every day during any portion of which any violations of any provisions of the chapter, including any physical condition created in violation of this chapter, is permitted, continued, or committed by such person, firm or corporation, and shall be punishable therefor as provided for in this chapter. Any lot, street, alley, road, driveway which is constructed contrary to the provisions of this chapter shall constitute a public nuisance.

SECTION 3 SEVERABILITY:

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 4 EFFECT OF REENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 2011.

_____
Mayor

Ordinance No. XXX
Date Adopted:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00108743

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. XXX
Date Adopted:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: Second Amendment of Independent Contractor Agreement for Plan Check Services – Melad & Associates

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

BACKGROUND

The City executed a contract for service in July 2007 with Melad & Associates for Plan Check to be provided for the Building & Safety Division. The term of the contract was for three years, with provisions for two one-year extensions. The initial contract was effective July 2007 through June 30, 2010. The executed contract allows for the extension of the contract twice for one year each beyond the initial three year

contracting period. This would be the second extension to the contract for a one year period to end concurrent with the fiscal year ending June 30, 2012.

DISCUSSION

Melad & Associates provides as needed plan check service to the Building & Safety Division. All costs are fully recovered from fees paid by applicants. The extension of the contract at the reduced rate will help to control costs experienced by the Division for the provision of these services.

ALTERNATIVES

1. Approve the Second Amendment of Independent Contractor Agreement

2. Elect not to approve the Second Amendment Independent Contractor Agreement which would leave the Division without a vendor for Plan Check Services and the need to undertake another process to procure services.

FISCAL IMPACT

The approved budget for Fiscal Year 2011/12 includes $40,000 for contract services. All services provided under this agreement are fully recovered from applicants.

CEDD – Building Division: Other Contractual Svcs: 011.45410.6291.293 - $40,000

CITY COUNCIL GOALS

The Building & Safety Division is integral to the City Councils' Public Safety Goal as described "Public Safety - Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley."

SUMMARY

The City has utilized outside vendors for Plan Check and Inspection Independent Contractor Services to effectively meet the variable work load currently experienced. By continuing the agreement for as needed services, the Division is better able to control costs and provide prompt professional service to customers.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Attachment A Second Amendment of Independent Contractor Agreement

Prepared By:
Anne Schneider, PE
Building & Safety Division Manager/Building Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Melad and Associates, hereinafter referred to as the "Contractor".

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT; herein referred to as "Agreement" dated July 1, 2007;

Whereas, on October 28, 2010, the Mayor signed to execute an Amendment and Restatement of the Agreement extending the term to June 30, 2011;

Whereas, the Contractor is providing services as more specifically described in Agreement.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Page 2, Item C.: The Agreement term is hereby amended as a One (1) Year Extension of Agreement from July 1, 2011 through June 30, 2012.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

ATTACHMENT A

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

CITY OF MORENO VALLEY

By: _____
Richard A. Stewart
Title Mayor

Date: _____

CONTRACTOR
Melad and Associates

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Barry Foster
Community & Economic
Development Director

Date: _____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: Third Amendment of Independent Contractor Agreement for Plan Check Services - Willdan

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

BACKGROUND

The City executed a contract for service in July 2007 with Willdan for Plan Check to be provided for the Building & Safety Division. The term of the contract was for three years, with provisions for two one-year extensions. The initial contract was effective July 2007 through June 30, 2010. The executed contract allows for the extension of the contract twice for one year each beyond the initial three year contracting period. This

would be the second extension to the contract for a one year period to end concurrent with the fiscal year ending June 30, 2012.

DISCUSSION

Willdan provides as needed plan check service to the Building & Safety Division. All costs are fully recovered from fees paid by applicants. The extension of the contract at the reduced rate will help to control costs experienced by the Division for the provision of these services.

ALTERNATIVES

1. Approve the Third Amendment of Independent Contractor Agreement.

2. Elect not to approve the Third Amendment of Independent Contractor Agreement which would leave the Division without a vendor for Plan Check Services and the need to undertake another process to procure services.

FISCAL IMPACT

The approved budget for Fiscal Year 2011/12 includes $120,000 for contract services. All services provided under this agreement are fully recovered from applicants.

CEDD – Building Division: Other Contractual Svcs: 011.45410.6291.293 - $120,000

CITY COUNCIL GOALS

The Building & Safety Division is integral to the City Councils' Public Safety Goal as described "Public Safety - Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley."

SUMMARY

The City has utilized outside vendors for Plan Check and Inspection Independent Contractor Services to effectively meet the variable work load currently experienced. By continuing the agreement for as needed services, the Division is better able to control costs and provide prompt professional service to customers.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Attachment A Third Amendment of Independent Contractor Agreement

Prepared By:
Anne Schneider, PE
Building & Safety Division Manager/Building Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Willdan, hereinafter referred to as the "Contractor".

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT; herein referred to as "Agreement" dated July 1, 2007;

Whereas, on August 31, 2010, the Mayor signed to execute Second Amendment and Reinstatement of the Agreement extending the term to June 30, 2011;

Whereas, the Contractor is providing services as more specifically described in Agreement.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Page 2, Item C.: The Agreement term is hereby amended as a One (1) Year Extension of Agreement from July 1, 2011 through June 30, 2012.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

ATTACHMENT A

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

CITY OF MORENO VALLEY

By: _____
Richard A. Stewart
Title Mayor

Date: _____

CONTRACTOR
Willdan

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Barry Foster
Community & Economic
Development Director

Date: _____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANNAGER TO ISSUE ANNUAL PURCHASE ORDERS.

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

BACKGROUND

The Code and Neighborhood Services Division administers the City's Parking Enforcement Program. Since 2001, the City has utilized private vendors/contractors for parking ticket processing, ticket printing and miscellaneous services related to the

Parking Control Program. The current Agreement with DataTicket, Incorporated expires June 30, 2011. As part of the City's efforts to reduce expenditures, DataTicket, Inc. has agreed to reduce their monthly invoice charges by 10%. As a result, it is recommended that the City award a new three year Agreement for these services at the reduced rate. Funding for Parking Control Program Services is provided in the Fiscal Year 2011-12 Adopted Budget.

DISCUSSION

Data Ticket, Inc. provides parking citation processing services to cities and other public agencies that require nationwide DMV access for registered owner information, delinquent collections, adjudication scheduling and services, electronic ticket writers and Franchise Tax Board collections for parking citations (see Attachment A for a full range of services provided).

The services provided by Data Ticket are budgeted annually as general fund expenditures. Annual revenues generated by the City's parking program far exceed expenditures necessary to implement those programs. The following tables illustrate the amount paid by the City to the processing firm for services rendered in each of the last five years, as well as the revenues received by the City for parking citations.

PARKING ENFORCEMENT PROGRAM

	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11
Expenditures	$111,528	$108,502	$216,904	$166,914	$127,603	$157,000 est
Revenues	$755,556	$977,533	$1,300,405	$1,094,064	$1,010,488	$1,100,000 est

ALTERNATIVES

1. Approve the three (3) year Agreement with DataTicket, Inc. for Parking Control Program Services including;

   Authorize the City Manager to approve the annual purchase orders through the term of the three (3) year Agreement at the budget amount approved by the City Council;

   Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue annual purchase orders to DataTicket, Inc. to cover the miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the three (3) year Agreement.

2. Elect to not award the Agreement and purchase order to DataTicket, Inc. and provide staff with further direction.

FISCAL IMPACT

Approval of staff recommendations will obligate the City to a Fiscal Year 2011/2012 expenditure of $165,000.

- $165,000 in the Parking Control Services Fund (account 010.45310.6257)
- $13,200 in the Printing Supplies Fund (account 010.45310.6313).

These funds have been included in the Adopted Budget for Fiscal Year 2011/2012.

CITY COUNCIL GOALS

The Parking Control Program addresses the City Council goals of "Revenue Diversification and Preservation, Community Image, Neighborhood Pride and Cleanliness."

SUMMARY

The City has utilized outside vendors for parking ticket processing since 2001. During this time, the City has been under contract with vendors to provide the aforementioned services under an annual purchasing agreement.

Staff recommends that the City Council approve the three year Agreement with DataTicket, Inc.; authorize the City Manager to approve the annual purchase orders; and authorize the Purchasing & Facilities Division Manager to issue a purchase order to DataTicket Inc. in the amount of $165,000 to cover estimated costs during Fiscal Year 2010/2011.

ATTACHMENTS

Attachment A - Agreement with DataTicket, Inc. for parking services

Prepared By:
Al Brady
Code and Neighborhood Services Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and DATATICKET, INC., hereinafter referred to as the "Contractor".

WITNESSETH AS FOLLOWS:

1. RECITALS:

A) The City requires Contractor to provide parking control program services; including but not limited to processing of parking tickets, penalties, collections, and appeals; and

B) The City does not have available employees to perform such services; and

C) The Contractor is ready, willing, and able to supply such services; and

C) The Contractor has personnel with sufficient training and expertise to provide such services; now, therefore,

E) The prior Agreement dated September 11, 2006 and all amendments thereto, is terminated and superseded by this Agreement, effective July 1, 2011.

The parties agree as follows:

2. SCOPE OF SERVICES TO BE RENDERED: Under the direction of the City Manager, or other designee, the Contractor shall provide said services as more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.

3. TERMS OF AGREEMENT:

A) Contract Term: The term of this Agreement shall be three (3) years from July 1, 2011, with a termination date of June 30, 2014.

B) Amendment: City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Contractor.

C) Termination or Cancellation: Upon a material breach or upon sixty (60) days written notice to the Contractor, the City may cancel or terminate this

Agreement. The Contractor shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the City.

Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the City terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

D) Exclusivity: City agrees to utilize only the services of the Contractor during the term of the Agreement for the processing of the citations referred to above. City agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the Contractor for the performance of the services provided by the Contractor under this Agreement.

4. GENERAL PROVISIONS:

A) Compensation: For services rendered pursuant to this Agreement, the Contractor shall be compensated according to the fee schedule in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor agrees to a 10% reduction on the overall monthly billing during the term of this Agreement unless otherwise negotiated. This reduction to be reflected on monthly invoice.

B) Prevailing Wages: Contractor shall pay prevailing wages as required by the labor laws of the State of California and applicable Federal laws.

C) Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

D) Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

E) Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying

prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

F) Legal Considerations. The Contractor shall comply with applicable Federal, State, and local laws in the performance of this Agreement.

G) City Cooperation: In the event any claim or action is brought against Contractor relating to Contractor's performance or services rendered under this Agreement, Contractor shall notify the City, in writing, within ten (10) days, of said claim or action.

H) Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

I) City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City and it's officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

J) Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

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

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

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

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

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

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

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and

coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

K) Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

L) Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

M) Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for five (5) years following completion of the services under the Agreement.

N) Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of Federal, State, or local law.

O) Conflict of Interest. During the term of this Agreement, the Contractor shall not engage in any business or transaction or maintain a financial interest which

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conflicts, or reasonably might be expected to conflict, with the proper discharge of the Contractor's duties under this Agreement.

P) Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

Q) Licenses. The Contractor is required to have in full force and effect all business and/or contractor's licenses and permits required by applicable laws to perform general nuisance abatement services within the City. A State contractor's license, if applicable, shall be current and without any record of disciplinary actions.

5. NOTICES: All notices and communications under this Agreement shall be made to the following:

Revenue Experts, Inc.
4600 Campus Drive, Suite 203
Newport Beach, CA 92660
Attention: A. William Flemming

City of Moreno Valley
Code & Neighborhood Services Division
Attention: Code & Neighborhood Services Official
P.O. Box 88005
Moreno Valley, CA 92552-0805

6. AUTHORITY TO EXECUTE

A) Contractor acknowledges that the person executing this agreement has been duly authorized by Contractor to do so on behalf of Contractor.

SIGNATURE PAGE TO FOLLOW

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

CITY OF MORENO VALLEY

By: _____
Richard A. Stewart
Title Mayor

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Robert L. Hansen
City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Barry Foster
Community & Economic
Development Director

Date: _____

Attachments: Exhibit "A" Scope of Services to be Rendered
Exhibit "B" Fee Schedule

AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

EXHIBIT A

Scope of Services to be Rendered: Contractor shall furnish personnel, materials and supplies in connection with processing of citations for illegal parking pursuant to the laws of the State of California.

1. CITATION PROCESSING

A) Referral and Reconciliation: Contractor shall receive and process citations from City. Contractor will provide a reconciliation of the number of citations received from Contractor.

B) Determination of Processable Citations: Contractor shall screen the parking citations referred to it by City to determine if the citation is processable. If the citation is determined by Contractor to be unprocessable (e.g., essential processing information is missing), Contractor shall return the citation to city for clarification. Contractor will be paid the contractual rate hereinafter provided, for citations properly returned to City as unprocessable.

C) Collection and Deposit of Funds: A direct deposit system shall be employed for all funds received in payment of citations. The City shall have the choice of owning a bank account with the Contractor or directing the Contractor to deposit directly into a City account. In either case, deposits shall be made directly into the account by the Contractor for the collecting City, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the Contractor. Credit card payments will be directly deposited into an account held by Contractor. Credit card payments are reconciled and remitted on a monthly basis to the city, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

D) Payment: If the Contractor deposits into a City account, the Contractor will invoice the City for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 15% (or lower if nay statutes, rules or regulations prohibit this rate). If the Contractor deposits into an account held jointly between City and the Contractor, the Contactor shall reconcile the account the month following the banking activity, disperse all revenue due to the City, the Contractor, any tax liability and all refunds and send all supporting documentation to the City for its records.

E) Identification of Registered Vehicle Owners: Contractor shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued. Contractor shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code nation-wide, when identifying registered vehicle owners.

F) Verification of Ownership: Contractor shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

G) Delinquency Notices: In accordance with State law, Contractor will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to, the following:

a) The parking citation issuance date and number
b) The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest;
c) The amount of fines and fees due and payable;
d) Affidavit of Non-Ownership

H) Registration Holds: The Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by State and Local law.

I) Removal of Registration Holds: Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of Contractor.

J) Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, Contractor will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the State of citation issue. All contested citations will be forwarded to the appeals

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administration or City within the prescribed time period so that the matter can be adjudicated.

K) Appeals: If requested by City, the Contractor will schedule and conduct appeals in accordance with State law, to respond to parking violators wishing to contest their citation and offers the option to perform and administer those reviews and hearings. The Contractor will provide a toll-free number of contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to court as required. The Contractor shall not be responsible for the City's failure to provide correct or timely infraction information. The City shall be responsible to refund all court filing fees due, if appeals are sent to court and earlier decisions are overturned by the court.

L) Citations Disposed of by Hearing/Court: The Contractor may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. Contractor shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. Contractor will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/court action. Parking citations that are dismissed as a result of hearing/court action will have the dismissal processed by the Contractor promptly after receipt from the hearing/court.

M) Suspension of Processing: Contractor will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the City. Contractor will promptly return any citation or facsimile properly requested by the City. Contractor will maintain records indicating any suspension of citation as a result of City's request. Contractor shall be paid the contractual rate hereinafter provided for processing the citations suspended by the City.

N) Payments by U.S. Mail: The postmark date will be the criteria to establish any delinquent fees due.

O) Parking Citation System Master File Update: Contractor will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations dismissals and any other pertinent data.

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2. PAYMENT PROCESSING

A) Disposition Processing: Contractor will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

B) Payments Processing: Contractor shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

a) "Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

b) "Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

c) "Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

C) Miscellaneous Letters Processing: Contractor will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by Contractor for proper follow-up either by City or by Contractor.

D) Batching Procedures: Contractor shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.

E) Cash Payments: Contractor shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principals.

F) Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate allowing one (1)

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copy for the bank and one (1) copy for the Contractor. If the bank account is held jointly, the Contractor shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for City review. If only the City's designated bank account is sued, Contractor will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and City will be responsible for reconcile their bank account and cut all checks including any refund checks. If the City holds the account individually, it will supply deposit slips and endorsement stamp to Contractor.

G) Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the City's responsible for any taxes on collected funds.

3. WEBSITE

A) Citation Management Website: The Contractor offers a website for City review of its database, including all citations and information relating to changes in status.

B) Citizen Website Access: When the City has website access, the citizens who receive citations will be able to access the website to review their individual citations, pay on-line and appeal on-line.

C) Website Interaction: The website may be "view only" or "interactive," for the City depending on requirements of the City.

D) Website Reports: Website reports are available to the City on a daily 24/7 schedule.

E) Website Cost: Two (2) user ID's and passwords will be assigned to the City at no cost. Additional user ID's and passwords may be assigned in groups of six (6).

4. GENERAL

A) Public Inquiries: The Contractor will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the City for determination, unless the Contractor has been designated to handle appeals.

B) Contractor Limitations: Contractor will not take legal action or threaten legal action in any specific case without City's prior approval.

C) Use of Approved Forms: City shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the Contractor. These must conform to State and Local law.

D) Books and Records: Contractor will maintain adequate books or records for parking citations issued within the City's jurisdiction and referred to Contractor for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by City at the Contractor's location at reasonable times upon adequate prior notice to Contractor.

E) Ownership: All reports, information and data, including but not limited to computer tapes, discs, or files furnished or prepared by the Contractor or it's subcontractors, (collectively the "Materials"), are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media contain same, and written procedures performed hereunder (collectedly the "System") are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Systems.

F) Property of City: All documents, records, discs, files and tapes supplied by City to Contractor in performance of this contact are agreed to be and shall remain the sole property of City. Contractor agrees to returns same promptly to City no later than sixty (60) days following notice to the Contractor. The City shall make arrangements with Contractor for the transmission of such data to the City upon payment to Contractor of any open invoices and the cost of copy and delivery of such information from Contractor's computer facilities to City's designated point of delivery.

G) Confidentiality: In order to enable Contractor to carry out its work hereunder, to some extent it will have to impart to the City's employees information contained in the Materials and Systems (collectively he "Confidential data"). City acknowledges that information contained in the data expressly designated by Contractor as "Confidential" or "Proprietary" will not be disclosed by City except as may be required by law. Contactor acknowledges that City is a public agency subject to the California Public Records Act. City agrees that, prior to disclosure of any documents containing such specifically designated information by Contactor pursuant to a Public Records Act disclosure request, it will notify Contractor of such request and give Contractor an opportunity to take whatever actions Contractor deems necessary before disclosing such documents in compliance with the provisions of the Public Records Act. In any event, City shall bear no liability to Contractor for the disclosure of such documents.

H) Consent for Disclosure: No report, information, data, files or tapes furnished or prepared by Contractor or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of City other than individuals or organization who are reasonable necessary to properly effectuate the terms and conditions of this Agreement. This non-disclosure obligation shall survive the termination of this Agreement.

I) Contractor Files: Contractor shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

J) Storage for City:

a) Contractor agrees to store original citations for the current year plus two (2) years, at which time they will be returned to City or shredded. Contractor will have such information available on system, CD or diskette for City's review for a reasonable time period to permit City retrieval of such information. City relieves Contractor of all liability costs associated with data released by City to any other person or entity using such data.

b) Subsequent to the termination of the Agreement, Contractor will return all hard copies to the City or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the City.

5. ADDITIONAL SERVICES

A) Other Collections: Contractor shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

a) Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles (DMV) has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.

b) Citations with out-of-state license plates for which the normal daily processing cycle is complete.

c) Any other problem or special citations that City so designates and refers to Contractor under this Agreement.

B) Postal Rate Increase: The Contractor will maintain auditable records to document the Contractor's actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect. City shall be notified in writing of any increases by submitting a revised "Exhibit B" Fee Schedule. City will prepare Amendment to Contract to document such increases.

C) Cost: See Exhibit B for all fees.

6. REPORTS

A) Periodic Reports: Contractor will submit reports to City each month. The reports will provide activities relating to performance under this "Scope of Services to be Rendered." Among the reports, which Contractor will generate, are the following:

a) Report of revenue collected for period.

b) Report for parking citations issued for period.

c) A balanced summary report for issuing City providing the status of all parking citations at the beginning of the period, current period, and at the end of the period.

d) A report for issuing City identifying registered vehicle owners multiple outstanding parking citations.

e) A report for issuing City identifying the parking citations issued, location, violation by each officer.

B) Annual Reports: Annually, Contractor shall comply with existing State laws, (in California, CVC 40200.3(b).

7. DEBT COLLECTION SERVICES

A) Contractor is authorized to act as an agent for the City to collect delinquent revenue from parking citations and other items as specified by City for same period as specified in this Agreement.

B) City will provide a mutually suitable arrangement for the collection of funds, and express authorization to do business on City's behalf.

C) All forms, notices, postage and maintenance of files on collected information shall be provided by Contractor and available to City to update its files. Contractor shall provide City with management reports and use its best efforts to obtain maximum results.

D) Fees for revenue collected by the collection agency shall be: 30% if no legal action is required; and 40% if legal action is required. Payment shall be made within 30-days of the receipt of invoice.

E) Contractor shall not be responsible for the City's failure to provide correct or timely administrative citation information.

F) The operations of the Contractor shall not be disclosed by the City except as required by law, unless written agreement is given by Contractor.

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AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

EXHIBIT B

Fee Schedule

Contractor agrees to a 10% reduction on the overall monthly billing during the term of this Agreement unless otherwise negotiated. This reduction to be reflected on monthly invoice.

Description	Proposed Fee
Fee for processing and updating (electronically and manually)	**$0.76 per cite**
Fee for collecting payments	**$0.28 per payment**
Fee for collecting each out-of-state citation	**30% of collected revenue**
Fee for sending each delinquent notice	**$0.69 per notice (subject to postage increases)**

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

- Data entry of handwritten citations and entry of electronically transferred citations
- Collecting and processing all payments
- Processing all status changes to citation database
- Two user passwords for Client Access to Web Site
- Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time. Additional user passwords can be issued for a small additional fee.
- Credit card payments accepted via phone or paper
- Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
- Allows citizens 24/7 ability to access, view and pay their citations
- On-Line connection to California DMV for daily registered owner information files
- On-Line connection to California DMV for daily hold and release files
- Interface with DMV's nationwide for registered owner information
- Interface with third party vendor for nationwide registered owner information
- All forms and tracking
- Correspondence tracking and response
- Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
- Bi-lingual 800 line customer service answered by customer service representative
- Daily bank deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

Description	Proposed Fee
Additional Correspondence	**$1.55 per letter (subject to postage increases)**
Fee for Delinquent Collection Notices: (Old citations, those which have gone through the normal collection cycle including DMV hold, or are 3-months or older and remain uncollected)	**32% of collected revenue**
Six Additional User Passwords: Real time viewing and reporting on Client Database Viewing and printing of citation reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	**$50.00 per month**
NSF Checks: Processed, payments reversed, penalties added and letter sent	**$5.00 per NSF**
Scheduling: Review, hearing and court appearances	**$0.75 per appeal**
Hearings: Hearing Appointments (Minimum 4-hours per visit. Visits are scheduled in accordance with City requirements, but no less than every 90-days according to California law.	**$75.00 per hour**
FTB Tax Lien Participation:	
• Matching social security number to debts (Contractor to maintain database to limit number of searches for same social security number)	**$5.00 per SS request**
• Collections, file adjustment and reconciliation reports	**15% of collections**
Parking Ticket Contest Review	**$.75 each cite**
Convenience Fee to Violator: for Company Credit Card usage (Web-site, phone and paper credit card payments	**$3.00 per use**

Cost to Purchase Hand Held Ticket Writers:
If City is interested in handheld ticket writers, cost and description will be furnished. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a

business park development consisting of four buildings, internal circulation, parking and various site amenities.

On April 13, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the rough grading improvements. The Conditions of Approval for this project required that the developer provide surety for rough grading. The limits of the rough grading included the entire site limits from State Route 60 to Eucalyptus, and Redlands Boulevard to Theodore Street, and included the rough cut section for Eucalyptus Avenue.

On June 8, 2011 the Rough Grading improvements received an 80% reduction. The amount reduced was Four Hundred Thirty Thousand Eight Hundred dollars ($430,800).

DISCUSSION

Upon completion of the Security Exoneration Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. If the public improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and to exonerate the remaining Faithful Performance cash security held by First American Title Insurance Company. Since one partial reduction was provided earlier, the amount remaining to reach the exoneration is One Hundred Seven Thousand Seven Hundred Dollars ($107,700).

ALTERNATIVES

Not applicable.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit “A” – Vicinity Map
Exhibit “B” – Security Exoneration Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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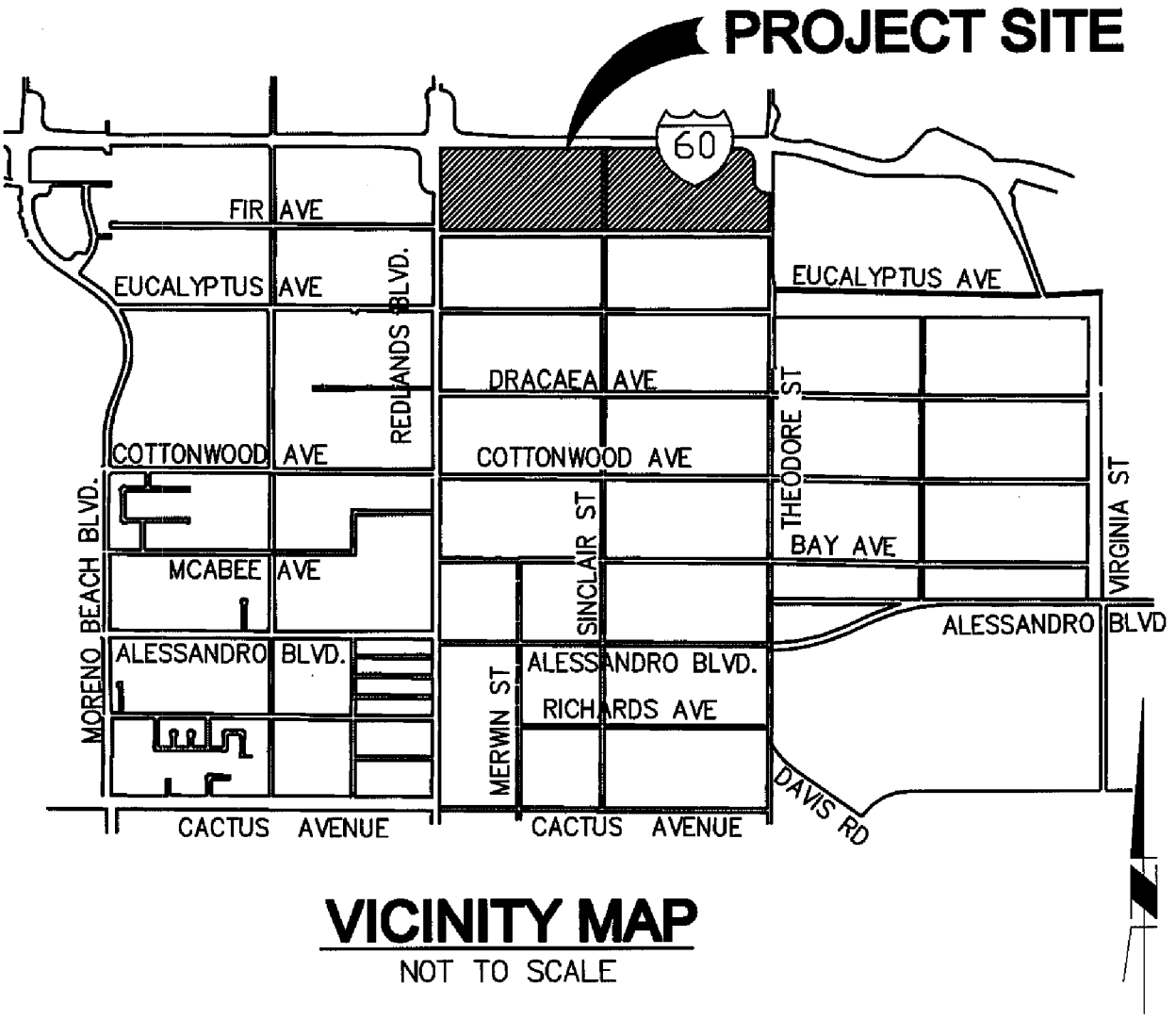

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\Vicinity Map format surround - Portrait.doc

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY EXONERATION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Rough Grading

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [ ] 100% Final Punch List [X]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Parcel 3 used as stockpile site, restore R/G	
3	Parcel 3 Desilting Basin # 1, install loose rock Rip/Rap ,sht.13	
4	Parcel 2 Desilting Basin # 1 complete spillway & Riser, sht 4	
5	Parcel 4 Desilting Basin # 6 construct spillway detail sht 4 sec. G-G & M-M	
6	Complete 15' wide access route to lots G & L, sht 9	
7	Parcel 4 used as stockpile site, restore R/G	
8	Parcel 4 sht 9 v-ditch install loose rock rip-rap at end of v-ditch detail sht 4	
9	Lot L Install emergency concrete overflow sec. F-F detail sht 4, grade swale to match invert of CMP	
10	Parcel 4 construct 1' high berm, const. note #33 detail sht 3	
11	Sht. 7 & 12, construct 1' high berm, const. note #33 detail 3	
12	Receipt of payment for ADP fees	

Exhibit "B"

MV00108781

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Review and approve project recommendations for Cycle 3 of the federal Safe Routes to School (SRTS) grant program.

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

BACKGROUND

Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), authorized the federal SRTS Program in August 2005, after the success of California's Safe Routes to School (SR2S) program which began in 1999. Originally a five year program, extensions through continuing resolution have been enacted by Congress allowing the program to remain funded for the purpose of: 1) enabling and encouraging students in kindergarten through eighth grade (K-8), including students with disabilities, to safely walk and bicycle to school, 2) making walking and bicycling to school a more appealing mode choice, and 3) facilitating the planning, design, and implementation of projects that will improve safety, environment, and overall quality of life. Consistent with other federal-aid programs, the California Department of Transportation (CalTrans) is responsible for developing and implementing the program. The application deadline for Cycle 3 of the federal SRTS program is Friday, July 15, 2011.

DISCUSSION

The total amount of SRTS funds was $42 million at the time of the call for projects and was based upon programming capacity available in the current Federal Transportation Improvement Program (FTIP). Eligible projects include pedestrian facilities, traffic calming, traffic control devices, and bicycle facilities. The program can provide up to $1 million of funding for infrastructure projects. Funds will be apportioned on the basis of student enrollment in each Caltrans District. SRTS projects are 100% reimbursable for all eligible work and a local match is not required.

No more than three project applications can be submitted per agency. Applications are rated on the following factors:

- Demonstrated needs of the applicant;
- Potential of the proposal for reducing child injuries and fatalities;
- Potential of the proposal for encouraging increased walking and bicycling among students;
- Identification of safety hazards and solutions to address the identified hazards;
- Identification of current and potential walking and bicycling routes to school;
- Consultation and support for projects by school-based associations, local traffic engineers, local elected officials, law enforcement agencies, school officials and other relevant community stakeholders;
- Evidence of commitment by teachers, parents, students, school officials, law enforcement officials, public works, officials, public health officials, etc.

In addition to the above factors, staff reviews each location for existing right of way constraints, utility conflicts, connectivity to existing infrastructure, potential construction cost, collision history, and previous requests from staff and the general public. It should be noted that projects that require right of way are discouraged by the Caltrans Local Assistance Guidelines for Federal SRTS (Chapter 24.5) due to complicated federal requirements for right of way acquisitions in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Table A depicts the two proposed improvement projects, ranked in order of priority, identified by staff for Cycle 3 of the federal SRTS program. Staff feels these projects have the best opportunity of being funded based upon the above cited criteria.

Table A

	Location / School	Estimated Project Cost
1	Install gap closure new sidewalk, curb and gutter along the north side of Delphinium Ave, from 590 feet east of Perris Blvd to 650 feet west of Perris Blvd. (Chapparal Hills Elementary / Badger Springs Middle School)	$352,930
2	Install gap closure new sidewalk, curb and gutter along the south side of Sandy Glade Ave, from 650 feet west of Davis St to Davis Street. (Midland Elementary School)	$276,428
	Total estimated cost	$629,358

ALTERNATIVES

1. Approve project recommendations and adopt the proposed resolution authorizing the submittal of applications for Cycle 3 of the federal SRTS grant program. *This alternative supports the grant applications for Cycle* 3 *SRTS funding.*

2. Do not approve project recommendations and the proposed resolution authorizing the submittal of applications for Cycle 3 of the federal SRTS grant program. *This alternative eliminates* a *potential funding source for eligible projects.*

FISCAL IMPACT

The federal SRTS is a reimbursable grant program. SRTS projects are 100% reimbursable for all eligible work and local match is not required. The City must use its own funds first and submit invoices to Caltrans Local Program Accounting (LPA) for payment. If the City is successful in any of the grant applications, Measure "A" (Fund 125) monies will be used for the construction. There is no anticipated fiscal impact to the General Fund.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

PUBLIC FACILITIES AND CAPITAL PROJECTS: Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

SUMMARY

To enhance the safety of pedestrians and bicyclists, staff recommends that two projects be considered for Cycle 3 of the federal SRTS grant program and the required grant applications be submitted to Caltrans.

NOTIFICATION

Staff has received concurrence from the Moreno Valley Unified School District for the proposed projects. Support letters from the school district, surrounding schools, the TSC and the Police Department will be requested for the application submittals.

ATTACHMENTS

Attachment A - Proposed Resolution
Attachment B - Location Map-Chaparral Hills Elementary School / Badger Springs Middle School
Attachment C - Location Map- Midland Elementary School

Prepared By:
Vincent L. Tran, P.E.
Associate Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL (SRTS) GRANT PROGRAM

WHEREAS, the federal Safe Routes to School (SRTS) program provides for the disbursement of federal transportation funds for the construction of bicycle and pedestrian safety and traffic calming projects; and

WHEREAS, the California Department of Transportation has requested applications from local agencies for Cycle 3 of the federal Safe Routes to School program; and

WHEREAS, the City believes it is in the best interest of the citizens of Moreno Valley to construct bicycle and pedestrian safety and traffic calming projects that are consistent with the City's General Plan; and

WHEREAS, the City desires to submit applications for funding to the California Department of Transportation, District 8, Local Assistance Engineer under the federal Safe Routes to School Program, Cycle 3.

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

The City Council supports the City of Moreno Valley's continued commitment to develop and promote a comprehensive Safe Routes to School program; and adopt the Resolution authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School program.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Delphinium Ave at Perris Boulevard

INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER

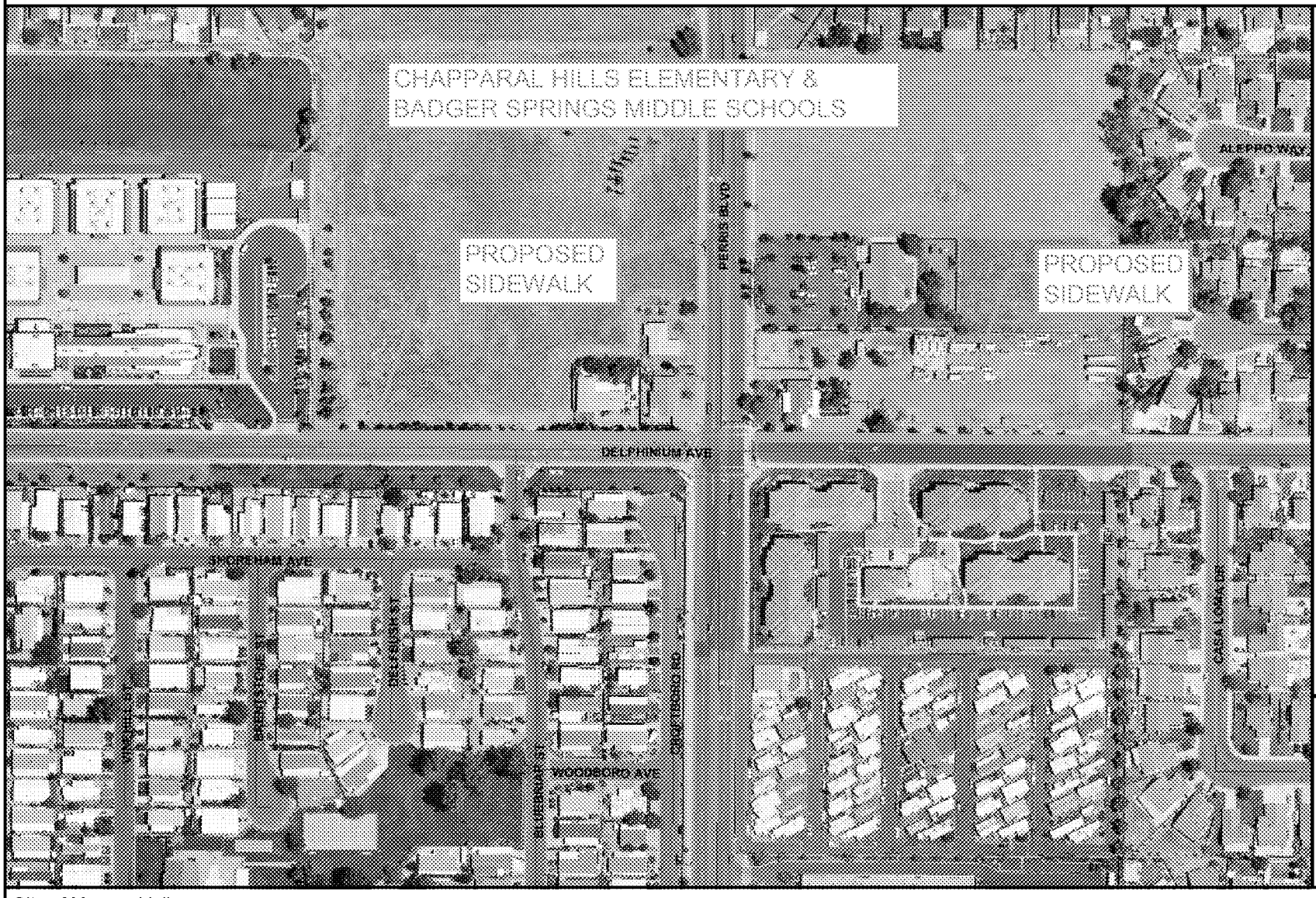

Legend

- Highways
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

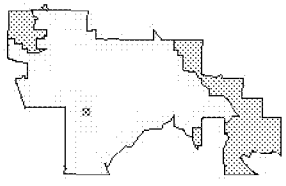

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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ATTACHMENT B

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MORENO VALLEY

MV0010878 9

Sandy Glade Ave, west of Davis Street

INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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ATTACHMENT C

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MORENO VALLEY

MV00108790

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution No. 2011-67 authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities.

On July 13, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Redlands Rough Grading improvements. The Faithful Performance bond amount was for Two Hundred Seventy-Three Thousand dollars ($273,000). The Material and Labor bond amount was for One Hundred Thirty-Six Thousand Five Hundred dollars ($136,500). The rough grading and drainage improvement, related to the Redlands Boulevard sewer main improvements, took place on the eastside of Redlands Boulevard between Dracaea Avenue and Eucalyptus Avenue. The grading consisted of excavating for the installation of the Roadside Drainage Facilities. The construction includes, but is not limited to, the following: approximately 2,600 linear feet of a six (6) feet wide by three (3) feet deep channel, approximately 35 linear feet of a 2-foot by 4-foot reinforced concrete box culvert, approximately 30 linear feet of a 2-foot by 5-foot reinforced concrete box culvert, approximately 140 linear feet of 36 inch reinforced concrete pipe, and appurtenant structures such as headwall, wingwall, drop inlet structure, and manhole.

On May 3, 2011 the Redlands Rough Grading improvements received an 80% reduction. The amount reduced was Two Hundred Eighteen Thousand Four Hundred dollars ($218,400).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. If the public improvements for the Redlands rough grading and drainage improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Since one partial reduction was provided earlier, the amount remaining to reach the exoneration of the Faithful Performance bond is Fifty-Four Thousand Six Hundred Dollars ($54,600).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal

mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” – Proposed Resolution
Exhibit “C” – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - Redlands Rough Grading - 90% Bond Reduction.doc

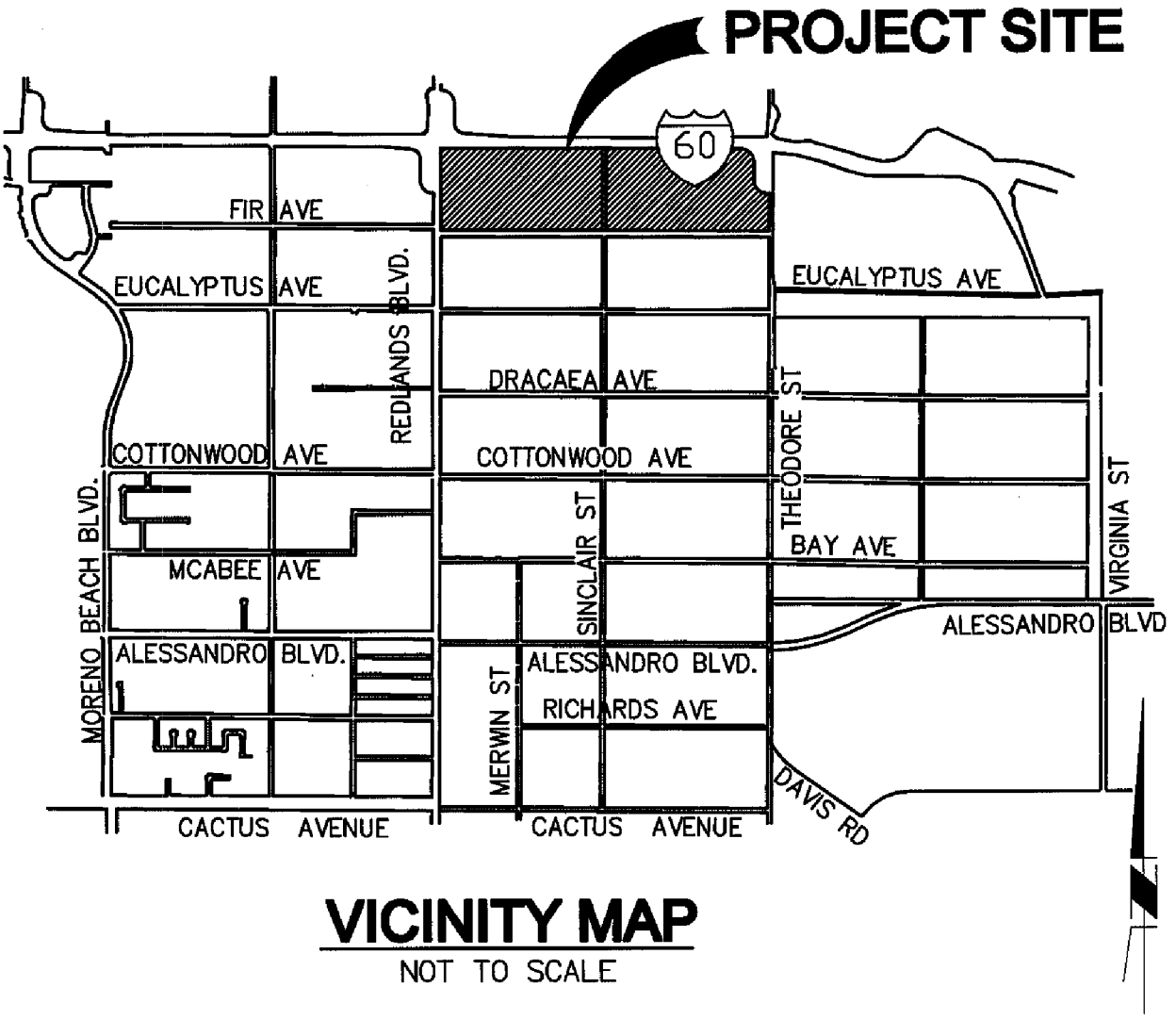

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\Vicinity Map format surround - Portrait.doc

RESOLUTION NO. 2011-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT NUMBER PA07-0090 AND ACCEPTING THE REDLANDS DRAINAGE IMPROVEMENTS ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by HF LOGISTICS – SKX T1, LLC on the portion of Redlands Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project number PA07-0090 and accept the Redlands Drainage improvements within the project into the City's maintained system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within project number PA07-0090 are complete, and the Redlands Drainage improvements associated with the project is accepted into the City's maintained system.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor of the City of Moreno Valley

Exhibit "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Redlands Rough Grading

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Steve Schultz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Grade eastside v-ditch to match existing grade (N/O Dracaea) sht 3 section A-A	
3	Complete shoulder grade Westside v-ditch (N/O Dracaea) sht 3 section A-A	
4	Grade sta 182+55 @ 4 x 2 RCB sht 3 sec B-B	
5	Raise S/D manhole to grade, place 1' PCC collar around frame	

Exhibit "C"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER – HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt the proposed Resolution No. 2011-68 accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On August 24, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Eucalyptus Electrical improvements. The Faithful Performance bond amount was for Eight Hundred Forty-Nine Thousand dollars ($849,000). The Material and Labor bond amount was for Four Hundred Twenty-Four Thousand Five Hundred dollars ($424,500).

On March 10, 2011, the Eucalyptus Electrical improvements received a 60% reduction. The amount reduced was Five Hundred Nine Thousand Four Hundred dollars ($509,400).

Project PA07-0090 received on-going inspection for the Electrical Utility Infrastructure of the Eucalyptus Electrical Improvements during the construction process. Upon completion of the improvements, Public Works/Enterprise Services Administration performed an inspection and approved the work. The improvements are now eligible for acceptance into the City's maintained system.

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the utility infrastructure for the Eucalyptus Electrical Improvements. City Staff will verify that the improvements are completed in accordance with the approved plans and the standards of the City of Moreno Valley and Moreno Valley Utility. If the public improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept the electrical utility infrastructure for the Eucalyptus Electrical Improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Two Hundred Fifty-Four Thousand Seven Hundred Dollars ($254,700).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, adopt the proposed resolution authorizing the acceptance of the Electrical Utility Infrastructure for Eucalyptus Electrical Improvements for PA07-0090 as complete and accepting the Electrical Utility Infrastructure into the City's maintained system. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and are being used by the public and therefore should be included in the City's maintained system.*

2. Do not adopt the proposed resolution authorizing the acceptance of the Electrical Utility Infrastructure for Eucalyptus Electrical Improvements for PA07-0090 as complete and accepting the Electrical Utility Infrastructure into the City's maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Use of the improvements by the public, and maintenance of the improvements can result in the improvements being designated as part of the City's maintained system regardless of a lack of action by the governing body. It is more efficient and well defined to take the appropriate action in matters of this nature.*

FISCAL IMPACT

The acceptance of the electrical utility infrastructure improvements into the City's maintained system will create an insignificant additional fiscal impact to the maintenance program of the City under Fund 601-Utility. The fiscal impact will be offset by revenues generated by the utility.

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Proposed Resolution
Exhibit "C" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Concurred By
Jeannette Olko
Electrical Utility Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - Eucalyptus Elec - 90% Bond Reduction - Utility Electrical.doc

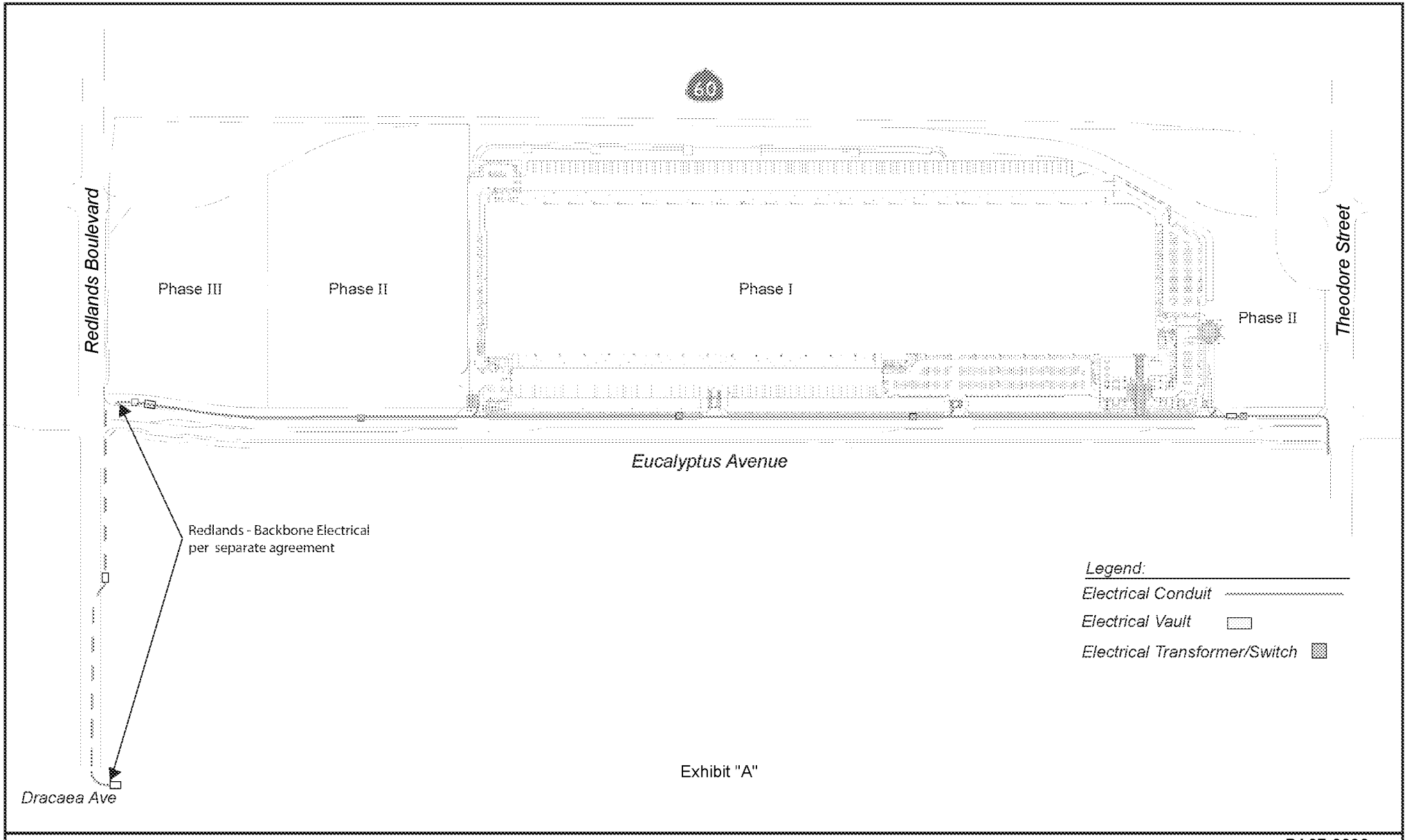

July 19, 2010

Eucalyptus - Backbone Electrical Exhibit

PA07-0090
Vicinity Map

MV00108805

RESOLUTION NO. 2011-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE FOR THE EUCALYPTUS ELECTRICAL IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA07-0090, AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the utility electrical infrastructure constructed by HF LOGISTICS – SKX T1, LLC was constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that the utility electrical infrastructure was inspected during construction and was completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said utility electrical infrastructure for the Eucalyptus Electrical improvements as complete within project PA07-0090, and accept utility electrical infrastructure into the City's maintained system; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the utility electrical infrastructure for the Eucalyptus Electrical improvements within project PA07-0090 is complete and the utility electrical infrastructure is accepted into the City's maintained system.

APPROVED AND ADOPTED this 28th day of June 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Electrical

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Install sign/irrigation pedestals on Eucalyptus	
3	Submit MVU clearance letter	
4	Clearance from Planning and Transportation Divisions	
5	Submit As-builts	

Exhibit "C"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt the proposed Resolution No. 2011-69 accepting into the City's maintained street system the Theodore Street public improvements within project PA07-0090 upon acceptance by the City Engineer as complete; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Theodore Street improvements. The Conditions of Approval for this project required that the developer provide surety for street improvements. The security amount for the Theodore Street improvements is Eight Hundred Twenty-One Thousand dollars ($821,000.00). The limits of the Theodore Street improvements are from the State Route 60 Bridge to approximately 700 feet south of Eucalyptus Avenue.

The public improvements included asphalt paving, asphalt concrete berm, street lights, street signs, a guard rail, drainage improvements, utility pole relocation, signing, striping, and a retaining wall. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a punch list was generated. The required corrective actions have been completed and the improvements are now eligible for acceptance into the City's maintained street system.

On May 5, 2011, the Theodore Street improvements received an 80% reduction. The amount reduced was Six Hundred Fifty-Six Thousand Eight Hundred Dollars ($656,800.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

If the public improvements for Theodore Street are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements into the City's maintained street system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Eighty-Two Thousand One Hundred dollars ($82,100.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Theodore Street public improvements within project PA07-0090 as complete and accepting Theodore Street into the City's maintained street system. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the Theodore Street public improvements within project PA07-0090 as complete and accepting Theodore Street into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Proposed Resolution
Exhibit "C" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11- PA07-0090 - Theodore St 90% Bond Reduction.doc

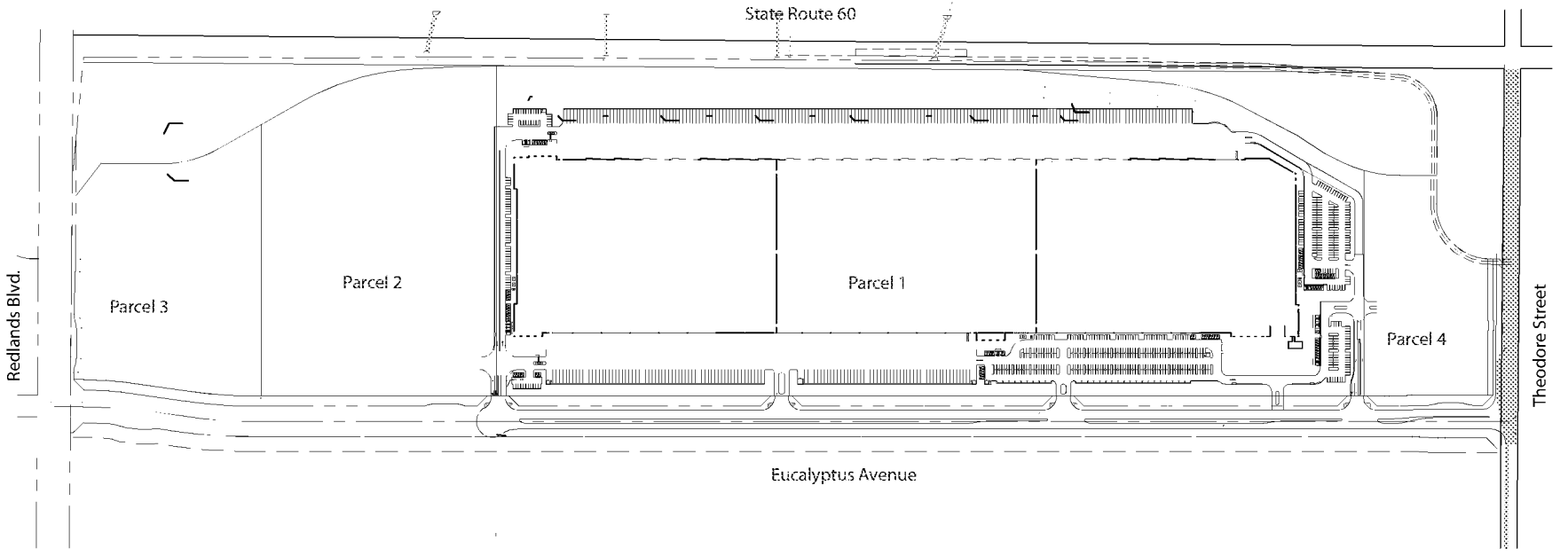

Exhibit "A"

PA07-0090

HFCP-Theodore Phase 1 Street Improvements

MV00108814

RESOLUTION NO. 2011-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT NUMBER PA07-0090 AND ACCEPTING THE PORTION OF THEODORE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by HF LOGISTICS – SKX T1, LLC on the portion of Theodore Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project number PA07-0090 and accept the portion of Theodore Street associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within project number PA07-0090 are complete, and the portion of Theodore Street associated with the project is accepted into the City's maintained street system.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor of the City of Moreno Valley

Exhibit "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Theodore Street Improvements

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Complete oversize down drains (5) E&W side construction notes #6 & 9	
3	Complete A/C & A/C berm W/S south of Eucalyptus	
4	Complete drainage swale sta 35+69.65 - 41+73	
5	Submit As-builts	
6	Clearance from Planning Divisions	
7	Clearance from Transportation Division	

Exhibit "C"

MV00108819

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Sinclair Off-Site Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Sinclair Off-Site Water improvements is Seven Hundred Twenty-Five Thousand dollars ($725,000.00). The limits of the Sinclair Off-Site Water improvements are within Sinclair Street beginning at Ironwood Avenue and ending at Eucalyptus Avenue and installing a water main line on Highland Avenue north of Ironwood Boulevard.

The public improvements included approximately 6500 feet of twelve (12) inch water main line, various fittings, adaptors and vac/air release assemblies, and trenching and repair of City maintained streets. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On February 15, 2010, the Sinclair Off-Site Water improvements received an 80% reduction. The amount reduced was Five Hundred Eighty Thousand dollars ($580,000.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Sinclair Off-Site Water improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the

Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Sinclair Off-Site Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seventy-Two Thousand Five Hundred dollars ($72,500.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

2. Do not accept the Sinclair Off-Site Water Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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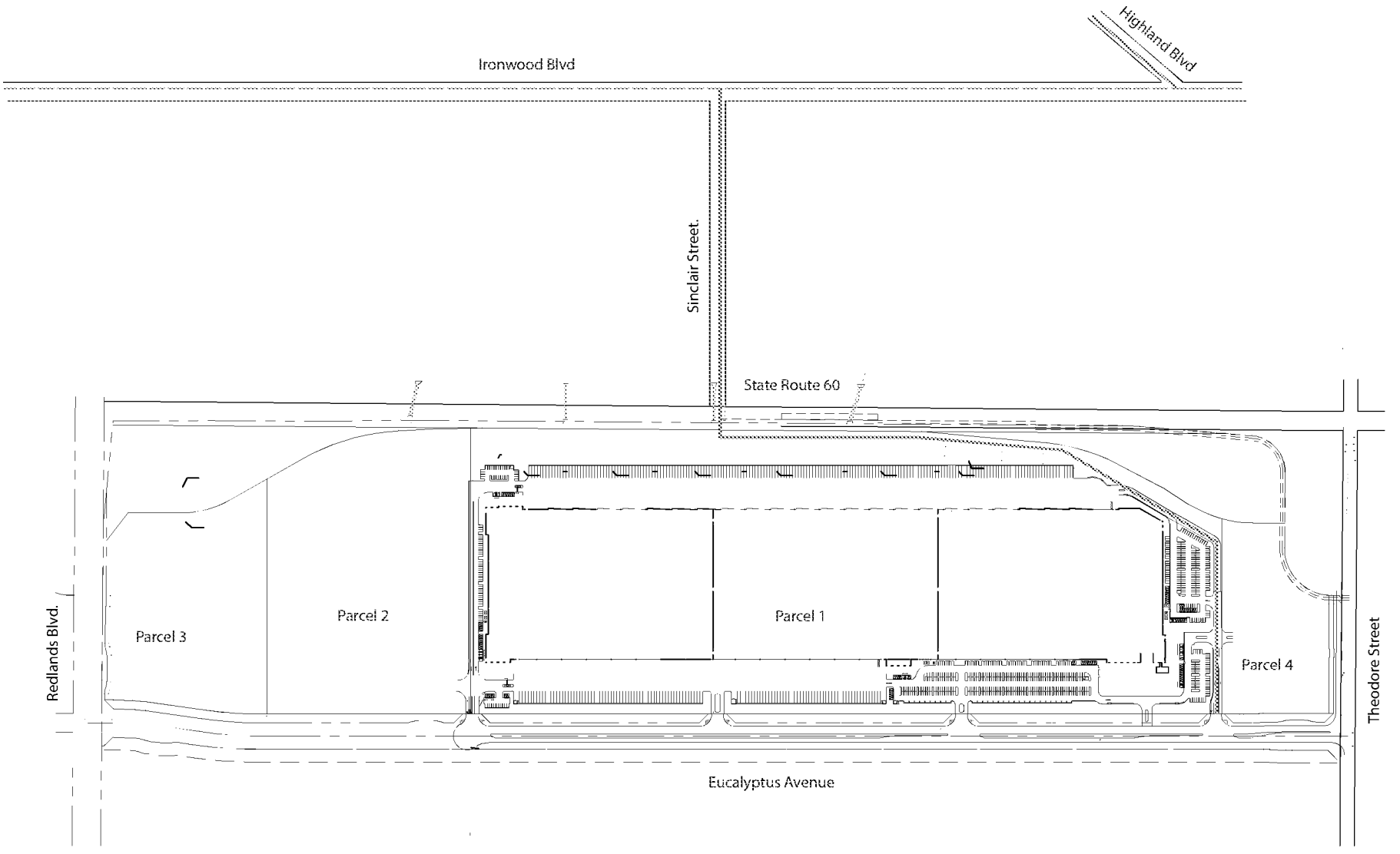

Exhibit "A"

PA07-0090 HFCP-Offsite Water (Sinclair) Improvements Vicinty Map

MV00108824

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Sinclair Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

MV00108826

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – REDLANDS SEWER IMPROVEMENTS — REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On July 6, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Redlands Sewer improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Redlands Sewer improvements is Five Hundred Sixty-Three Thousand dollars ($563,000.00). The limits of the Redlands Sewer improvements are within Redlands Boulevard between McAbee Avenue and Fir Avenue.

The public improvements included installation of approximately 4600 feet of fifteen (15) inch sewer main line within the east side of Redlands Boulevard and connection to an existing fifteen (15) inch sewer main line at McAbee Avenue, installation of approximately forty (40) feet of eight (8) inch sewer main line at Cottonwood Avenue for future use, installation of approximately 30 feet eight (8) inch sewer main to connect an existing eight (8) inch sewer main line at Dracaea Avenue, installation of approximately thirty (30) feet of eight (8) inch sewer main line and connection to an existing (8) inch sewer main line at Eucalyptus Avenue (south), installation of approximately forty (40) feet of eight (8) inch sewer main line at Fir Avenue for future use, installation of approximately forty (75) feet of eight (15) inch sewer main line at Eucalyptus Avenue (north) for future use, installation of manholes along the sewer line, and trenching and repair of City maintained streets. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Redlands Sewer improvements received an 80% reduction. The amount reduced was Four Hundred Fifty Thousand Four Hundred dollars ($450,400.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the

improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Redlands Sewer improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Redlands Sewer improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Fifty-Sixty Thousand Three Hundred dollars ($56,300.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

2. Do not accept the Redlands Sewer Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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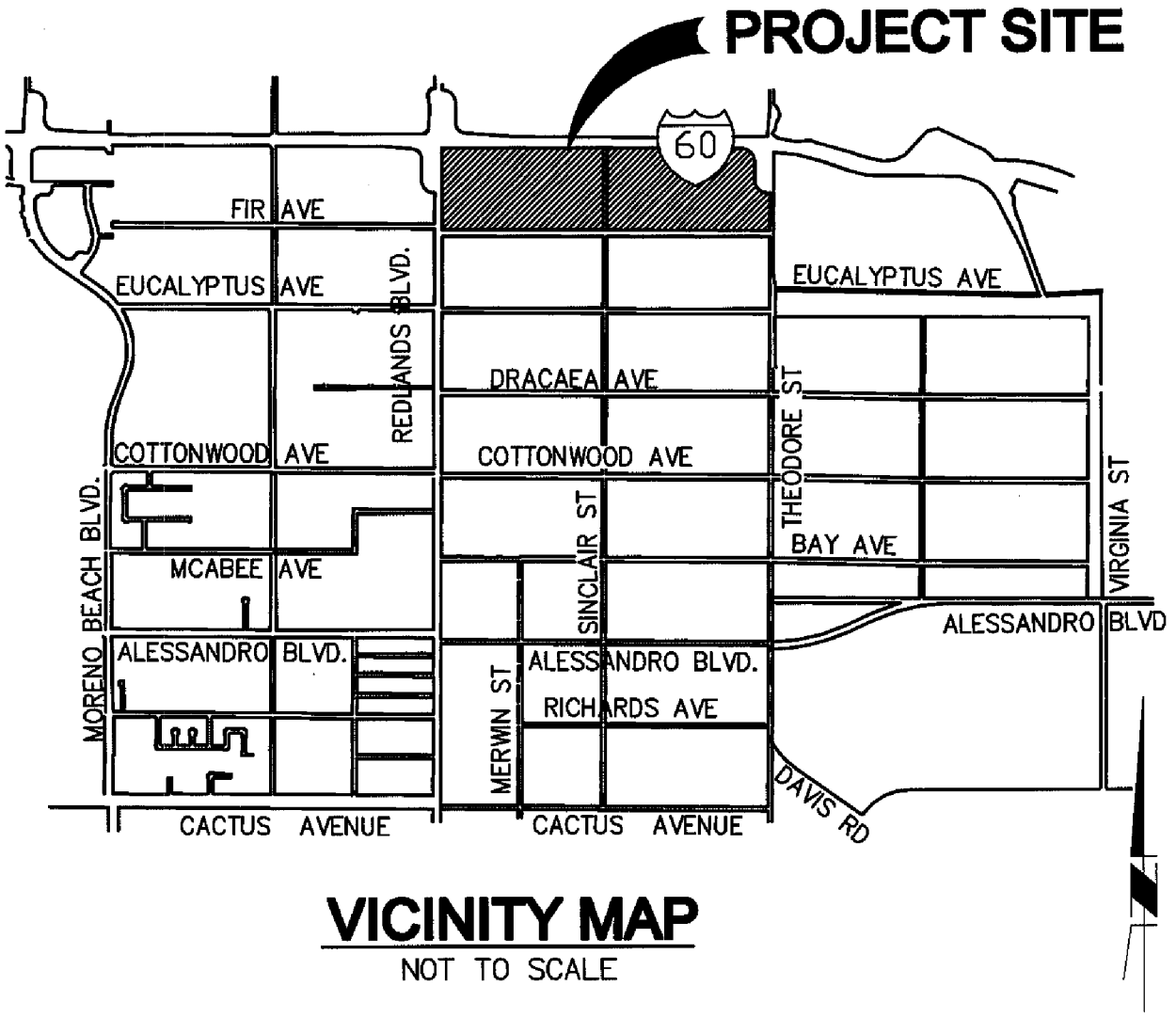

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Redlands Sewer

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Restore dirt shoulder beginning sta. 159+40.00 - 163+44.51 typ section sht 1	
3	Remove const debris (rocks, sandbags) left between olive trees, grade to match existing grade.	
4	Submit EMWD clearance letter	
5	Submit As-builts	
6	Submit clearance letter for RCFC	
7	Clearance from Transportation Division	

Exhibit "B"

MV00108834

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Redlands Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Redlands Water improvements is One Hundred Seventy-One Thousand dollars ($171,000.00). The limits of the Redlands Water improvements are within Redlands Boulevard beginning at Eucalyptus Avenue and continuing northerly along the south side of the State Route 60 East Bound off Ramp.

The public improvements included approximately 1500 feet of twelve (12) inch water main line, approximately 65 feet of 18 inch water main line and connection to an newly constructed fifteen (15) inch water main line at Eucalyptus Avenue, installation of approximately 1500 feet of telemetry (communication) cable, various fittings, adaptors and vac/air release assemblies. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On February 15, 2010, the Redlands Water improvements received an 80% reduction. The amount reduced was One Hundred Thirty-Six Thousand Eight Hundred dollars ($136,800.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Redlands Water improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Redlands Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seventeen Thousand One Hundred dollars ($17,100.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon acceptance and approval of the improvements to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

2. Do not accept the Redlands Water Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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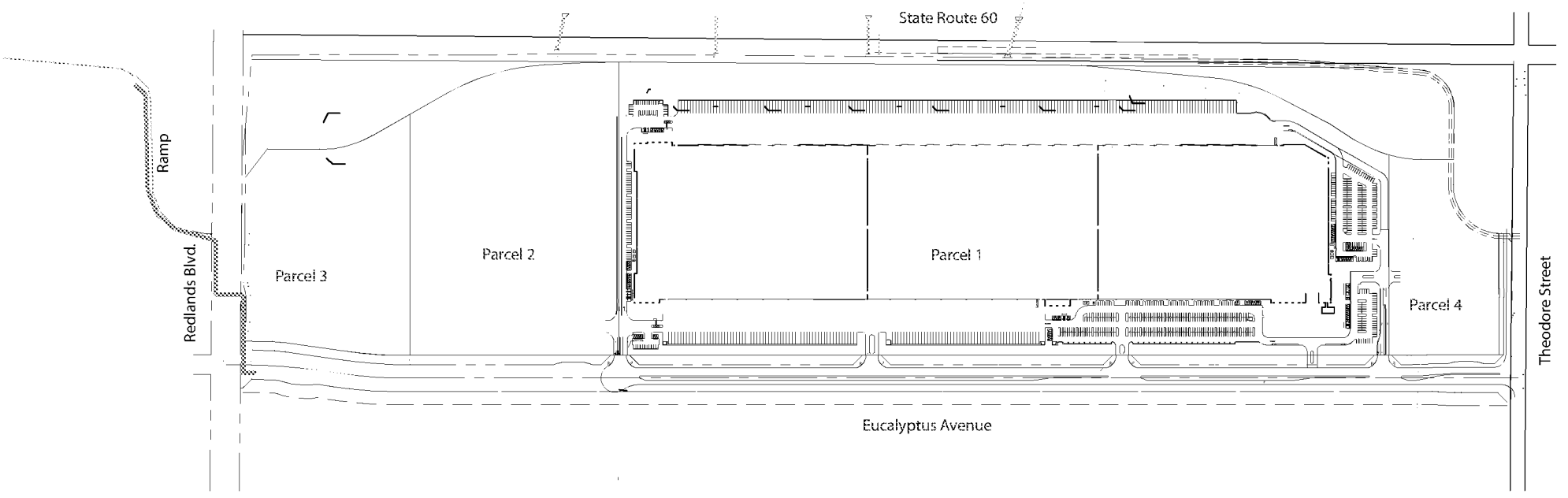

Exhibit "A"

PA07-0090 HFCP-Offsite Water (Redlands) Improvements Vicinity Map

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Redlands Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications.

2. Authorize the Mayor to execute the DIF Agreement in the form attached hereto.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Plot Plan (PA07-0091) and Tentative Parcel Map No. 35629 (PA07-0090) and approved phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The plot plan provides for establishment of a business park development consisting of buildings, internal circulation, parking and various site amenities.

On August 24, 2010, the City Council of the City of Moreno Valley accepted the Agreement for Public Improvements and bonds for Eucalyptus Avenue Phase 1 Street Improvements in the amount of $2,778,000 for Faithful Performance and $1,389,000 for Material and Labor. The bonds were issued by Safeco Insurance Company of America.

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing some of the required DIF-related public improvements and/or dedicating right-of-way that will facilitate future public improvements. In accordance with the City's Municipal Code, Section 3.42.110, the "Credit for Improvements provided by Developer" will allow the developer to receive an initial credit for the applicable public improvements made to the designated arterial street(s) and/or traffic signals as well as any right-of-way dedications made for interchange improvements, based on the qualifying construction items as identified therein. The developer's initial credit amount is based on the lower of the DIF Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation. A separate DIF Improvement Reimbursement Agreement will be processed once the improvements are completed, accepted into the City's Maintained Street System, and the Actual Construction Costs for the qualifying improvements are submitted by the Developer and verified by City staff. Therefore, the DIF Improvement Reimbursement Agreement will be presented to City Council at a later date.

If it is determined that the developer constructed improvements above and beyond the project obligation, they may be eligible for a reimbursement in accordance with the current policy in place at that time. Reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

DISCUSSION

The developer of PM 35629, as part of Phase 1 improvements, was required to construct improvements and dedicate right-of-way on Eucalyptus Avenue and Theodore Street as well as dedicate right-of-way for freeway interchange eastbound on- and off-ramps at Redlands Boulevard and Theodore Street. In addition, the developer dedicated right-of-way for an eastbound freeway auxiliary lane between these two interchanges.

The developer is eligible to receive initial DIF Credits for specific improvements identified in the DIF Study for Eucalyptus Avenue Phase 1 improvements, including earthwork, construction of new pavement and base, grinding and paving, sawcut and removal of existing pavement, traffic control, signing and striping, curb, gutter, sidewalk, relocation of power poles, and drainage improvements including catch basins, local depressions, and storm drain lines not maintained by Riverside County Flood Control and Water Conservation District. The improvements to the Theodore Street inner lanes do not qualify for either DIF Credits or Reimbursement because the costs in the DIF Study do not include inner lane costs. In addition, the developer is eligible to receive initial DIF Credits for right-of-way dedicated along Eucalyptus Avenue and Theodore Street.

The right-of-way dedicated for the eastbound off-ramp at the Theodore Street Interchange (Lot L (5.36 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is eligible for DIF credits. The right-of-way dedicated for the eastbound on-ramp at the Redlands Boulevard Interchange (Lot K (6.42 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is not eligible for DIF credits as this interchange is identified in the current DIF Study Update to be entirely funded by the Western Riverside Council of Governments (WRCOG)'s Transportation Uniform Mitigation Fee (TUMF) program. Therefore, the developer is seeking TUMF credits for the Redlands Boulevard eastbound on-ramp through a separate TUMF Improvement and Credit/Reimbursement Agreement. The freeway auxiliary lane (Lot G (2.87 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is not part of either the City's DIF or WRCOG's TUMF programs and therefore, the right-of-way dedicated is not eligible for credits from either program.

The developer agrees to perform and complete all of the required public improvements in accordance with the Agreement for Public Improvements. Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Exhibit "B". Based on the information provided by the developer, the initial DIF Credit for this project is $2,331,420 for Arterial Streets, $24,000 for Traffic Signals, and $354,900 for Interchange Improvements.

If it is determined at the completion of the project that the developer constructed improvements above and beyond the project obligation, a DIF Improvement Reimbursement Agreement will be presented to City Council at that time. Any

reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

ALTERNATIVES

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications and authorize the Mayor to execute the DIF Agreement in the form attached hereto.

2. Do not accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications and do not authorize the Mayor to execute the DIF Agreement in the form attached hereto. *Not approving staff's recommendation would result in no DIF credit being provided to the developer.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" – DIF Improvement Credit Agreement
Exhibit "C" – PM 35629 Phase 1 Right-of-Way Dedication Exhibit

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - PM 35629 - Highland Fairview DIF Improvement Credit Agreement.doc

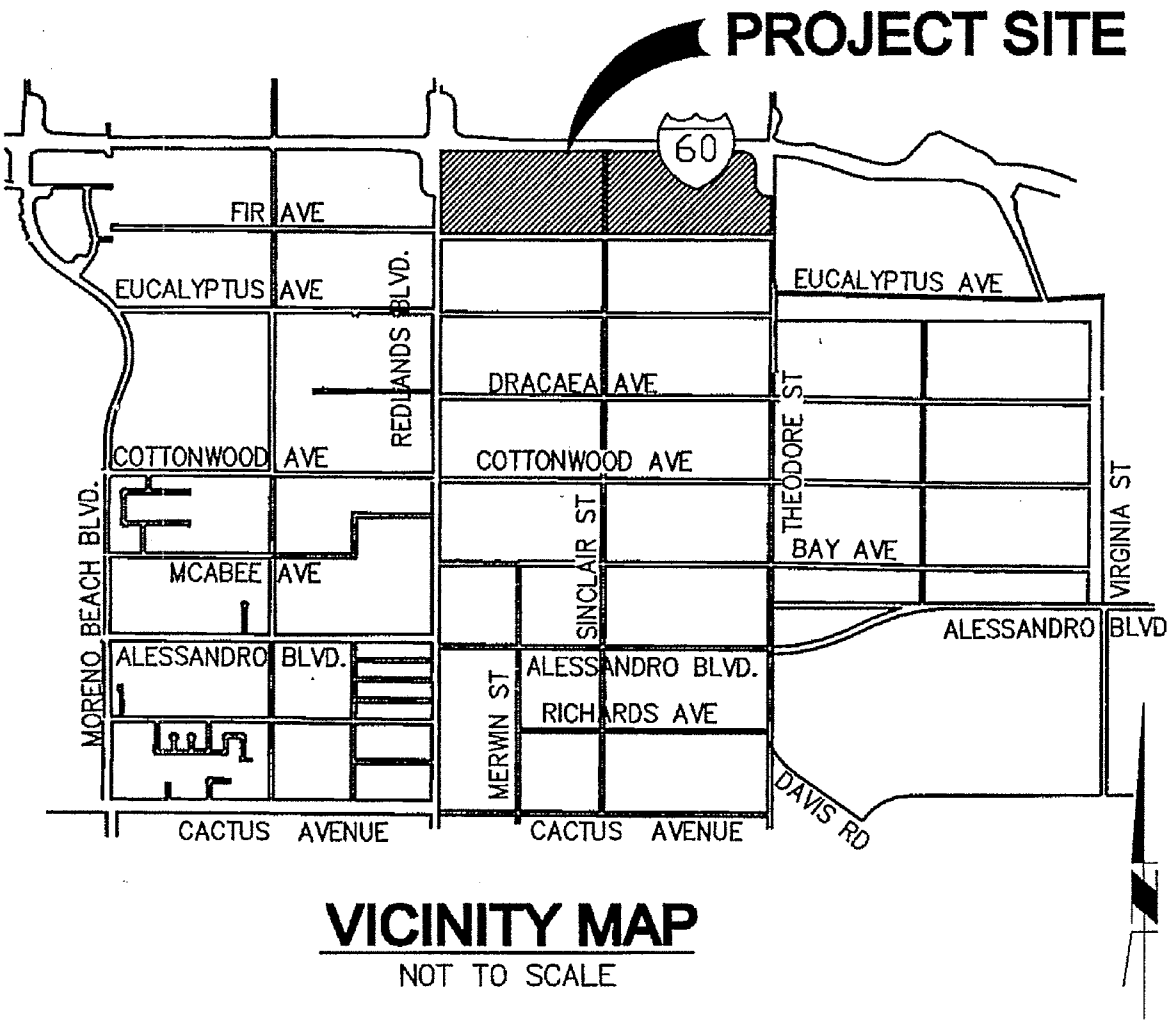

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **VICINITY MAP**

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DEVELOPMENT IMPACT FEES

IMPROVEMENT CREDIT AGREEMENT

NUMBER D11-001

PA07-0090, Parcel Map 35629, Construction Phase 1
PA07-0091, Plot Plan for Skechers Building (1,820,000-SQ FT)

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated August 25, 2010, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

Exhibit "B"

MV00108848

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

MV00108849

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of December 20, 2010, the Developer is obligated to pay DIF for the Project to City in the amount of Three Million Three Hundred Eighty Eight Thousand Eight Hundred Forty dollars ($3,388,840) (hereinbefore and hereinafter referred to as the "DIF Obligation") the "Street" component of the DIF Obligation being $2,331,420, the "Traffic Signal" component of the DIF Obligation being $353,080, and the "Interchange Improvements" component of the DIF Obligation being $354,900.

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact

MV00108850

Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

MV00108851

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such

MV00108852

documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation *(completed by City).*

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer *may* be eligible for a Reimbursement Agreement, to the extent

MV00108853

applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility. To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

MV00108854

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

MV00108855

Developer: Iddo Benzeevi, President and CEO

HF Logistics – SKX T1, LLC

14225 Corporate Way

Moreno Valley, CA 92553

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)

MV00108856

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

By: _____
Chris A. Vogt

Its: _____

Date: _____

HF Logistics-SKX T1, LLC
a Delaware limited liability company

By: Todd Benzen

Its: President + CEO

Date: 6/21/2011

ATTEST: _____
City Clerk

Date: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of RIVERSIDE

On 6-21-11 (Date) before me, LORINNE J. PHILLIPS NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared IDDO BENZEEVI (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

LORINNE J. PHILLIPS
COMM #1868955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013
MSC1

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: REVISED DIF CREDIT AGRMT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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EXHIBIT "A"

PUBLIC IMPROVEMENT AGREEMENT

WITH BONDS

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 092508

DOC # 2010-0431732
09/08/2010 08:00A Fee:NC
Page 1 of 80
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

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Agreement for a portion of Phase 1 Public Improvements – PA07-0090 (TPM 35629)
APN 488-350-001

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

MV00108860

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103 *This space for Recorder's use only.*

AGREEMENT FOR A PORTION OF PHASE 1 PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA07-0090 (TENTATIVE PARCEL MAP 35629)

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **HF Logistics-SKX T1, LLC** herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, known as **PA07-0090 (Tentative Parcel Map 35629)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for the portion of Phase 1 as listed below which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Eucalyptus Avenue – Phase 1 Street Improvement Plans (A-1)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-1 and location map labeled Exhibit B-1 attached hereto, is the sum of TWO MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 Dollars (*****$2,778,000.00 *****).

Theodore Street – Phase I Street Improvement Plans (A-2)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-2 and location map labeled Exhibit B-2 attached hereto, is the sum of EIGHT HUNDRED TWENTY-ONE THOUSAND AND NO/100 Dollars (*****$821,000.00 *****).

Eucalyptus Avenue – Phase 1 Off-site Sewer Improvement Plans (A-3)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-3 and location map labeled Exhibit B-3 attached hereto, is the sum of FOUR HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 Dollars (*****$467,000.00 *****).

Eucalyptus Avenue – Phase 1 Off-site Water Improvement Plans (A-4)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-4 and location map labeled Exhibit B-4 attached hereto, is the sum of ONE MILLION FIFTY THOUSAND AND NO/100 Dollars (*****$1,050,000.00 *****).

Eucalyptus Avenue – Phase 1 Off-site Recycled Water Improvement Plans (A-5)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-5 and location map labeled Exhibit B-5 attached hereto, is the sum of FOUR HUNDRED THIRTY-FOUR THOUSAND AND NO/100 Dollars (*****$434,000.00 *****).

Parcel Map 35629 – Sinclair Off-site Water Improvement Plans (A-6)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-6 and location map labeled Exhibit B-6 attached hereto, is the sum of SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 Dollars (*****$725,000.00 *****).

Redlands Boulevard – Phase 1 Water Improvement Plans (A-7)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-7 and location map labeled Exhibit B-7 attached hereto, is the sum of ONE HUNDRED SEVENTY-ONE THOUSAND AND NO/100 Dollars (*****$171,000.00 *****).

Parcel Map 35629 – Monumentation (A-8)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-8 attached hereto, is the sum of FORTY TWO THOUSAND AND NO/100 Dollars (*****$42,000.00 *****).

Eucalyptus Avenue – Phase 1 Electrical Improvement (A-9)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-9 attached hereto, is the sum of EIGHT HUNDRED FORTY-NINE THOUSAND AND NO/100 Dollars (*****$849,000.00 *****).

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the Improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the Improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work for Improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bond(s) with good and sufficient sureties or increase the amounts of said bond or bond(s), or both, within ten (10) days after being notified by the City Engineer that the amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to

substitute the form of security, in accordance with the Moreno Valley Municipal Code, at anytime during the term of this agreement, subject to approval of the City Engineer and City Attorney. As this project is very unique in both the size and the timing of construction activities, as well as being considered eligible for Time and Material (T&M) fee collection, it has been determined by the City Engineer that the project may receive incremental reductions to each of the securities ensuring the construction of the associated public improvements. At twenty percent (20%) completion, forty percent (40%) completion, sixty percent (60%) completion and eighty percent (80%) completion of the public improvements as measured by the dollar value of said improvements as set forth in the Engineer's Preliminary Estimate of Cost and associated unit costs (Exhibits A-1 through A-8) and upon written request by the Developer for a partial reduction of the security, the bonding company shall be instructed by the City Engineer in writing to reduce an amount in the bond not to exceed twenty percent (20 %) increments of the original amount established for the bond, provided that all such work has been reviewed, verified, inspected and approved by the City Engineer, Land Development engineering staff and applicable City inspectors. The remaining percentage of the bond securing the estimated cost of labor and materials shall be released to the Developer no sooner than 90 days after acceptance of the improvements by the City. After one hundred percent (100%) completion of the public improvements and formal acceptance of the improvements by the City Council, ten percent (10%) of the original bond amount for the faithful performance shall be retained until expiration of the twelve (12) month warranty period pursuant to Government Code Section 66499 to secure required warranty work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the security or securities. Developer further agrees to maintain the aforesaid securities in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
HF LOGISTICS-SKX T1, LLC,
14225 Corporate Way
Moreno Valley, California 92553

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: 8/24/2010

HF LOGISTICS-SKX T1, LLC:
Developer

BY: _____
Signature

Iddo Benzeevi
Print/Type Name

President + CEO
Title

BY: _____
Signature

_____
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 8-25-10

By: _____
Deputy City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside }

On 8.2.10 (Date) before me, Lorinne J. Phillips Notary Public (Here Insert Name and Title of the Officer)

personally appeared Iddo Benzeevi (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips (Signature of Notary Public)

LORINNE J. PHILLIPS
COMM #1866955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGRMT - PORTION OF PH. I PUBLIC IMPRV.

Document Date: NONE AT THIS TIME Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: IDDO BENZEEVI	Signer's Name: _____
☒ Corporate Officer — Title(s): PRES. & CEO	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans
PA07-0090

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	1	Thickness (ft.)				
	268225	S.F.	19446	Ton	33.00	641,718
A.C. - Street 1	0.5	Thickness (ft.)				
	268225	S.F.	9723	Ton	80.00	777,840
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	1,419,558

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans
PUBLIC STREET WORK

DATE: 07/30/10
PREPARED BY: Patrick Revere

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	75	S.F.	3.25	244
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	75	L.F.	3.00	225
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust M.H. to Grade	14	EA.	800.00	11,200
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	3490	L.F.	30.00	104,700
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	5117	L.F.	25.00	127,925
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	534	L.F.	12.00	6,408
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	22023	S.F.	4.25	93,598
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	1080	S.F.	6.50	7,020
Driveway Approach - 8"	782	S.F.	10.50	8,211
Wheelchair Ramp	8	EA.	2,600.00	20,800
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			SUBTOTAL	380,331
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	3247	L.F.	30.00	97,410
Traffic Striping/raised pavement markers	1	L.S.	—	28,396
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	—	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	1	EA.	200.00	200
Signs and Posts	27	EA.	200.00	5,400
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	3	EA.	3,000.00	9,000
			SUBTOTAL:	140,906
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	195.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	33823	S.F.	6.00	202,938
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	24	EA.	6,000.00	144,000
			SPECIAL DISTRICTS SUBTOTAL:	346,938
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinatio	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	134	L.F.	30.00	4,020
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8'-X-10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8'-X-12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2-72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3-4'-X-2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	5	EA.	2100.00	10,500
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
12"x12" Grate Basin	5	EA.	1800.00	9,000

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	27,265

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Rovere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	55.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w 5/8" meter	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
Adjust Water Meter Box	0		235.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	LF.	300.00	0
Joint at Existing 6"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	150.00	0
	0		0.00	0
			SUBTOTAL:	0

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	20.00	0
6" V.C. Pipe	0	L.F.	25.00	0
8" V.C. Pipe	0	L.F.	30.00	0
10" V.C. Pipe	0	L.F.	40.00	0
12" V.C. Pipe	0	L.F.	50.00	0
15" V.C. Pipe	0	L.F.	75.00	0
18" V.C. Pipe	0	L.F.	90.00	0
21" V.C. Pipe	0	L.F.	105.00	0
24" V.C. Pipe	0	L.F.	120.00	0
27" V.C. Pipe	0	L.F.	135.00	0
30" V.C. Pipe	0	L.F.	150.00	0
33" V.C. Pipe	0	L.F.	165.00	0
36" V.C. Pipe	0	L.F.	185.00	0
4" SDR - 35	0	L.F.	13.00	0
6" SDR - 35	0	L.F.	19.00	0
8" SDR - 35	0	L.F.	26.00	0
10" SDR - 35	0	L.F.	30.00	0
12" SDR - 35	0	L.F.	50.00	0
15" SDR - 35	0	L.F.	60.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	0

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$1,419,558
OFFSITE STREET WORK	:	$380,331
SPECIAL DISTRICTS	:	$346,938
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$0
STORM DRAIN SYSTEM	:	$27,265
WATER SYSTEM	:	$0
SEWER SYSTEM	:	$0
TRAFFIC IMPROVEMENTS	:	$140,906
BONDABLE WORK (not plan checked)	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$2,314,998
+20% CONTINGENCY:		$463,000
GRAND TOTAL:		$2,777,997

BOND AMOUNT: $2,778,000

REGISTERED PROFESSIONAL ENGINEER
PATRICK E. REVERE
No. 62921
Exp. 6-30-12
CIVIL
STATE OF CALIFORNIA

EXHIBIT "B-1"

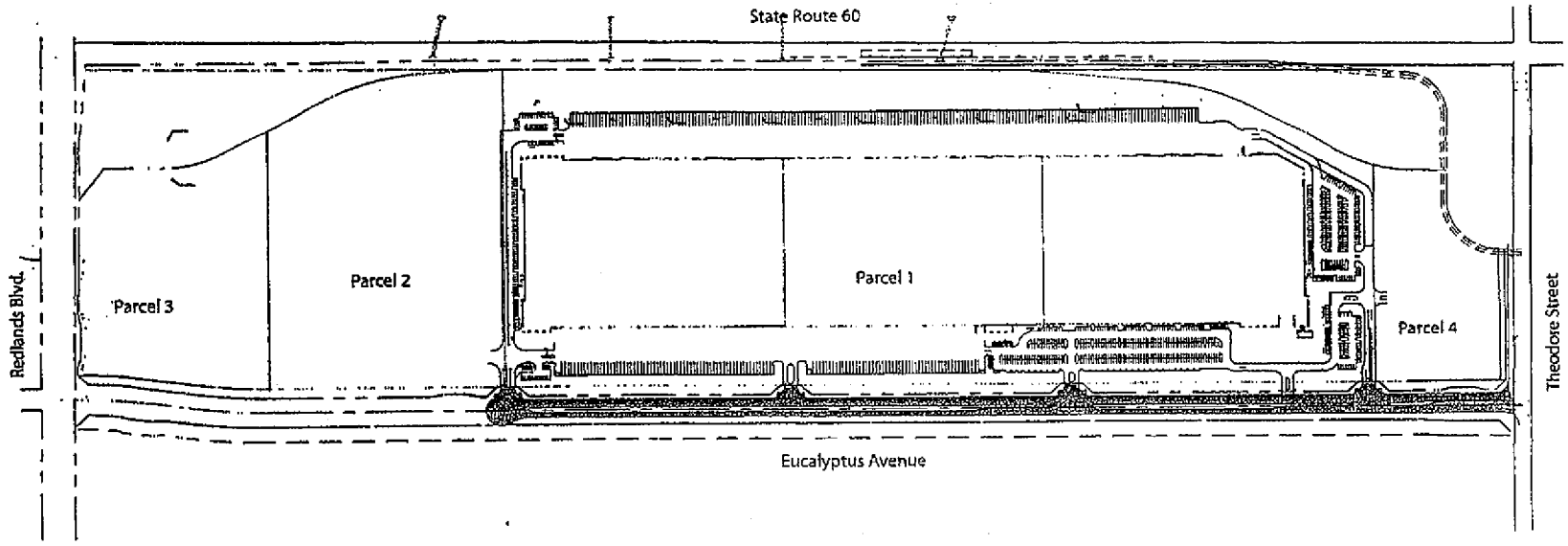

HFCP-Eucalyptus Phase 1 Street Improvements

EXHIBIT "B"

DIF IMPROVEMENTS

EXHIBIT "B"

Eucalyptus
ENGINEER'S ESTIMATE

PROJECT: DIF Credit - TPM 35629
PA07-0090

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1		Thickness (ft.)				
		S.F.	0	Ton	33.00	0
A.C. - Street 1		Thickness (ft.)				
		S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			14901	C.Y.	29.00	432,140
A.B. Class II - Eucalyptus	1	Thickness (ft.)				
	268225	S.F.	19446	Ton	33.00	641,718
A.C. - Eucalyptus	0.5	Thickness (ft.)				
	268225	S.F.	9723	Ton	80.00	777,840
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	1,851,698

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.10'	75	S.F.	3.00	225
Grind & Pave 0.20'	0	S.F.	3.50	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	75	L.F.	3.00	225
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust MH to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	3490	L.F.	30.00	104,700
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	22023	S.F.	4.25	93,598
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	1080	S.F.	6.50	7,020
Driveway Approach - 8"	782	S.F.	10.50	8,211
Wheelchair Ramp	8	EA.	2,600.00	20,800
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			SUBTOTAL	234,779
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Tiraffic Signal Interconnect	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	--	0
Traffic Striping (DIF Street Eucalyptus)	1	L.S.	--	28,391
Street Name Sign	2	EA.	500.00	1,000
Stop Sign	1	EA.	200.00	200
Signs and Posts	27	EA.	200.00	5,400
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	0	EA.	3,000.00	0
			SUBTOTAL:	34,991
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
			SPECIAL DISTRICTS SUBTOTAL:	0
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Design)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe	2514	L.F.	160.00	402,240
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	1814	L.F.	190.00	344,660
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 60	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	8	EA.	5000.00	40,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	5	EA.	10000.00	50,000
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	7	EA.	5500.00	38,500
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Outlet Structure	0	EA.	8000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	6000.00	0
Modified Junction Structure	0	EA.	15000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	879,145

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900		L.F.	25.00	0
6" PVC C-900		L.F.	30.00	0
8" PVC C-900		L.F.	35.00	0
10" PVC C-900		L.F.	40.00	0
12" PVC C-900		L.F.	55.00	0
16" PVC C-900		L.F.	90.00	0
18" PVC C-900		L.F.	135.00	0
20" PVC C-900		L.F.	180.00	0
		L.F.	0	0
Valves - Water System				
4" Gate Valve		EA.	715.00	0
6" Gate Valve		EA.	830.00	0
8" Gate Valve		EA.	1,340.00	0
10" Gate Valve		EA.	1,500.00	0
12" Gate Valve		EA.	2,300.00	0
16" Gate Valve		EA.	5,270.00	0
18" Gate Valve		EA.	14,300.00	0
4" Butterfly Valve		EA.	330.00	0
6" Butterfly Valve		EA.	520.00	0
8" Butterfly Valve		EA.	990.00	0
10" Butterfly Valve		EA.	1,200.00	0
12" Butterfly Valve		EA.	1,800.00	0
16" Butterfly Valve		EA.	2,700.00	0
18" Butterfly Valve		EA.	2,800.00	0
20" Butterfly Valve		EA.	4,200.00	0
24" Butterfly Valve		EA.	5,200.00	0
1" Air Vac Release		EA.	2,400.00	0
2" Air Vac Release		EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover		EA.	4,300.00	0
4" Blow Off		EA.	3,500.00	0
6" Blow Off		EA.	4,000.00	0
6" Backflow Preventor, Pad & Cover		EA.	6,300.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants		EA.	4,000.00	0
8" Super Fire Hydrants		EA.	4,500.00	0
			0.00	0
Services Connections				
1" Service		EA.	800.00	0
1" Service w 5/8" meter		EA.	2,000.00	0
1 1/2" Service		EA.	1,100.00	0
2" Service		EA.	1,600.00	0
4" Service		EA.	2,100.00	0
Fittings - Water System				
Misc. Fittings 4"		EA.	120.00	0
Misc. Fittings 6"		EA.	160.00	0
Misc. Fittings 8"		EA.	200.00	0
Misc. Fittings 10"		EA.	240.00	0
Misc. Fittings 12"		EA.	750.00	0
Misc. Fittings 18"		EA.	1,000.00	0
Water Meters - Water System				
5/8" Meter		EA.	230.00	0
1" Meter		EA.	320.00	0
1 1/2" Meter		EA.	420.00	0
2" Meter		EA.	525.00	0
Adjust Water Meter Box		EA.	235.00	0
3" Meter		EA.	1,600.00	0
Hot Tap Connections - Water System				
6" Hot Tap		EA.	1,750.00	0
8" Hot Tap		EA.	2,200.00	0
12" Hot Tap		EA.	3,150.00	0
Hot Tap Service Clamp		EA.	1,000.00	
Water Service		EA.	330.00	0
			0.00	0
Miscellaneous - Water System				
Thrust Block		CY	150.00	0
Jack & Bore		LF.	300.00	0
Joint at Existing 8"		EA.	650.00	0
Adjust Water Meter Box to Grade		EA.	150.00	0
Concrete Cap-18" Water: 1.25 SF x 66 LF = 479 CF = 17.7 CY		CY	300.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe		L.F.	25.00	0
6" V.C. Pipe		L.F.	40.00	0
8" V.C. Pipe		L.F.	55.00	0
10" V.C. Pipe		L.F.	60.00	0
12" V.C. Pipe		L.F.	70.00	0
15" V.C. Pipe		L.F.	80.00	0
18" V.C. Pipe		L.F.	160.00	0
21" V.C. Pipe		L.F.	180.00	0
24" V.C. Pipe		L.F.	195.00	0
27" V.C. Pipe		L.F.	215.00	0
30" V.C. Pipe		L.F.	235.00	0
33" V.C. Pipe		L.F.	280.00	0
36" V.C. Pipe		L.F.	300.00	0
4" SDR - 35		L.F.	25.00	0
6" SDR - 35		L.F.	30.00	0
8" SDR - 35		L.F.	35.00	0
10" SDR - 35		L.F.	45.00	0
12" SDR - 35		L.F.	54.00	0
15" SDR - 35		L.F.	90.00	0
Concrete Encasement		L.F.	20.00	0
			0.00	0
Cleans Outs - Sewer System				
Clean-outs		EA.	730.00	0
Clean Out Lateral		EA.	200.00	0
			0.00	0
Manholes - Sewer System				
Standard Manhole 48"		EA.	3,140.00	0
Standard Manhole 48" Extra Depth		EA.	3,500.00	0
Standard Manhole 60"		EA.	4,500.00	0
Shallow Manhole		EA.	3,300.00	0
Adjust Manhole to Grade		EA.	630.00	0
Tie Into Existing Manhole		EA.	2,100.00	0
Rechannel Existing Manhole		EA.	1,500.00	0
Join Existing 8" Pipe		EA.	1,500.00	0
Join Existing 12" Pipe		EA.	2,000.00	0
			0.00	0
Miscelleneous - Sewer System				
Wyes		EA.	90.00	0
TV Sewer		L.F.	1.20	0
Trench Paving		S.F.	5.00	0
Pavement Replacement		S.F.	3.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: DIF Credit – TPM 35629

DATE: 02/09/11
PREPARED BY: Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$1,851,698
OFFSITE STREET WORK	:	$234,779
SPECIAL DISTRICTS	:	$0
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$0
STORM DRAIN SYSTEM	:	$879,145
WATER SYSTEM	:	$0
SEWER SYSTEM	:	$0
TRAFFIC IMPROVEMENTS	:	$34,991
BONDABLE WORK (not plan checked)	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$3,000,613

Planning Cost	10	%	$3,000,613	$300,061
Engineering Cost	25	%	$3,000,613	$750,153
Contingency Cost	10	%	$3,000,613	$300,061
ROW Cost	424,887	SF	$ 5.00	$2,124,335

TOTAL AMOUNT: $6,475,224

REGISTERED PROFESSIONAL ENGINEER
PATRICK F. REVERE
No. 68921
Exp. 6-30-12
CIVIL
STATE OF CALIFORNIA

Insert Engineer's Cost Estimate for Traffic Signal Interconnect

Eucalyptus
ENGINEER'S ESTIMATE

PROJECT: DIF Credit - TPM 35629 (Traffic Signal Interconnect)
PA07-0090

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1		Thickness (ft.)				
		S.F.	0	Ton	33.00	0
A.C. - Street 1		Thickness (ft.)				
		S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Eucalyptus	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Eucalyptus	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629 (Traffic Signal Interconnect)
PUBLIC STREET WORK

DATE: 02/14/11
PREPARED BY: Patrick Revere

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.10'	0	S.F.	3.00	0
Grind & Pave 0.20'	0	S.F.	3.50	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	0	L.F.	3.00	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	0	S.F.	4.25	0
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	0	S.F.	10.50	0
Wheelchair Ramp	0	EA.	2,600.00	0
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			SUBTOTAL	0
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/inspected by LDD staff)				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	3247	L.F.	30.00	97,410
Traffic Striping/raised pavement markers	0	L.S.	–	0
Traffic Striping (DIF Street Eucalyptus)	0	L.S.	–	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	0	EA.	3,000.00	0
			SUBTOTAL:	97,410
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
			SPECIAL DISTRICTS SUBTOTAL:	0
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Design)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	600.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
12"x12" Grate Basin	0	EA.	1800.00	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (riser)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft (Safety Ledge)	0		6000.00	0
Fencing	0	L.F.	100.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900		L.F.	25.00	0
6" PVC C-900		L.F.	30.00	0
8" PVC C-900		L.F.	35.00	0
10" PVC C-900		L.F.	40.00	0
12" PVC C-900		L.F.	55.00	0
16" PVC C-900		L.F.	90.00	0
18" PVC C-900		L.F.	135.00	0
20" PVC C-900		L.F.	180.00	0
		L.F.	0	0
Valves - Water System				
4" Gate Valve		EA.	715.00	0
6" Gate Valve		EA.	830.00	0
8" Gate Valve		EA.	1,340.00	0
10" Gate Valve		EA.	1,500.00	0
12" Gate Valve		EA.	2,300.00	0
16" Gate Valve		EA.	6,270.00	0
18" Gate Valve		EA.	14,300.00	0
4" Butterfly Valve		EA.	330.00	0
6" Butterfly Valve		EA.	520.00	0
8" Butterfly Valve		EA.	990.00	0
10" Butterfly Valve		EA.	1,200.00	0
12" Butterfly Valve		EA.	1,800.00	0
16" Butterfly Valve		EA.	2,700.00	0
18" Butterfly Valve		EA.	2,800.00	0
20" Butterfly Valve		EA.	4,200.00	0
24" Butterfly Valve		EA.	5,200.00	0
1" Air Vac Release		EA.	2,400.00	0
2" Air Vac Release		EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover		EA.	4,300.00	0
4" Blow Off		EA.	3,500.00	0
6" Blow Off		EA.	4,000.00	0
6" Backflow Preventor, Pad & Cover		EA.	6,300.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants		EA.	4,000.00	0
6" Super Fire Hydrants		EA.	4,500.00	0
			0.00	0
Services Connections				
1" Service		EA.	800.00	0
1" Service w 5/8" meter		EA.	2,000.00	0
1 1/2" Service		EA.	1,100.00	0
2" Service		EA.	1,600.00	0
4" Service		EA.	2,100.00	0
Fittings - Water System				
Misc. Fittings 4"		EA.	120.00	0
Misc. Fittings 6"		EA.	160.00	0
Misc. Fittings 8"		EA.	200.00	0
Misc. Fittings 10"		EA.	240.00	0
Misc. Fittings 12"		EA.	750.00	0
Misc. Fittings 18"		EA.	1,000.00	0
Water Meters - Water System				
5/8" Meter		EA.	230.00	0
1" Meter		EA.	320.00	0
1 1/2" Meter		EA.	420.00	0
2" Meter		EA.	525.00	0
Adjust Water Meter Box		EA.	235.00	0
3" Meter		EA.	800.00	0
Hot Tap Connections - Water System				
6" Hot Tap		EA.	1,750.00	0
8" Hot Tap		EA.	2,200.00	0
12" Hot Tap		EA.	3,150.00	0
Hot Tap Service Clamp		EA.	1,000.00	
Water Service		EA.	330.00	0
			0.00	0
Miscellaneous - Water System				
Thrust Block		CY	150.00	0
Jack & Bore		L.F.	300.00	0
Joint at Existing 8"		EA.	650.00	0
Adjust Water Meter Box to Grade		EA.	150.00	0
Concrete Cap 48" Water 7.25 SF x 66 LF = 479 CF = 17.7 CY		CY	300.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe		L.F.	25.00	0
6" V.C. Pipe		L.F.	40.00	0
8" V.C. Pipe		L.F.	55.00	0
10" V.C. Pipe		L.F.	60.00	0
12" V.C. Pipe		L.F.	70.00	0
15" V.C. Pipe		L.F.	80.00	0
18" V.C. Pipe		L.F.	160.00	0
21" V.C. Pipe		L.F.	180.00	0
24" V.C. Pipe		L.F.	195.00	0
27" V.C. Pipe		L.F.	215.00	0
30" V.C. Pipe		L.F.	235.00	0
33" V.C. Pipe		L.F.	280.00	0
36" V.C. Pipe		L.F.	300.00	0
4" SDR - 35		L.F.	25.00	0
6" SDR - 35		L.F.	30.00	0
8" SDR - 35		L.F.	35.00	0
10" SDR - 35		L.F.	45.00	0
12" SDR - 35		L.F.	54.00	0
15" SDR - 35		L.F.	90.00	0
Concrete Encasement		L.F.	20.00	0
			0.00	0
Cleans Outs - Sewer System				
Clean-outs		EA.	730.00	0
Clean Out Lateral		EA.	200.00	0
			0.00	0
Manholes - Sewer System				
Standard Manhole 48"		EA.	3,140.00	0
Standard Manhole 48" Extra Depth		EA.	3,500.00	0
Standard Manhole 60"		EA.	4,500.00	0
Shallow Manhole		EA.	3,300.00	0
Adjust Manhole to Grade		EA.	630.00	0
Tie Into Existing Manhole		EA.	2,100.00	0
Rechannel Existing Manhole		EA.	1,500.00	0
Join Existing 8" Pipe		EA.	1,500.00	0
Join Existing 12" Pipe		EA.	2,000.00	0
			0.00	0
Miscelleneous - Sewer System				
Wyes		EA.	90.00	0
TV Sewer		L.F.	1.20	0
Trench Paving		S.F.	5.00	0
Pavement Replacement		S.F.	3.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT:	DIF Credit -- TPM 35629 (Traffic Signal Interconnect)	DATE:	02/14/11
		PREPARED BY:	Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:				$0
OFFSITE STREET WORK	:				$0
SPECIAL DISTRICTS	:				$0
MORENO VALLEY UTILITIES	:				$0
WATER QUALITY BASIN	:				$0
TRANSPORTATION ENGINEERING	:				$0
STORM DRAIN SYSTEM	:				$0
WATER SYSTEM	:				$0
SEWER SYSTEM	:				$0
TRAFFIC IMPROVEMENTS	:				$97,410
BONDABLE WORK (not plan checked)	:				$0
	TOTAL COST (VALUE) OF IMPROVEMENTS:				$97,410
	Planning Cost	10	%	$97,410	$9,741
	Engineering Cost	25	%	$97,410	$24,353
	Contingency Cost	10	%	$97,410	$9,741
	ROW Cost		SF	$ 5.00	$0

TOTAL AMOUNT: $141,245

REGISTERED PROFESSIONAL ENGINEER
PATRICK F. REVERE
No. 62921
Exp. 6-30-12
CIVIL
STATE OF CALIFORNIA

EXHIBIT "C" – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals(1)	Police	Fire	Libraries	Parks	Community / Rec Centers	Public Facilities(2)	Intrchange Imprvmnts	Electric Utility
1	Engineer's Estimate	$6,475,224	$141,245	$0	$0	$0	$0	$0	$0	$2,570,000	$0
2	Project costs as identified in DIF study	$5,003,042	$24,000	$0	$0	$0	$0	$0	$0	$1,167,408	$0
3	Actual DIF Obligation	$2,331,420	$353,080	$76,440	$105,560	$0	$0	$0	$167,440	$354,900	$0
4	**Developer's Credit Amount(3)** - Least of Lines 1, 2 & 3	$2,331,420	$24,000	$0	$0	$0	$0	$0	$0	$354,900	$0

(1) Line Items 1 and 2 represent approximate amount of communications conduit only, to serve a total of three legs of future signalized intersections.

(2) May include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

(3) Credit amount shall not exceed obligation.

MV00108893

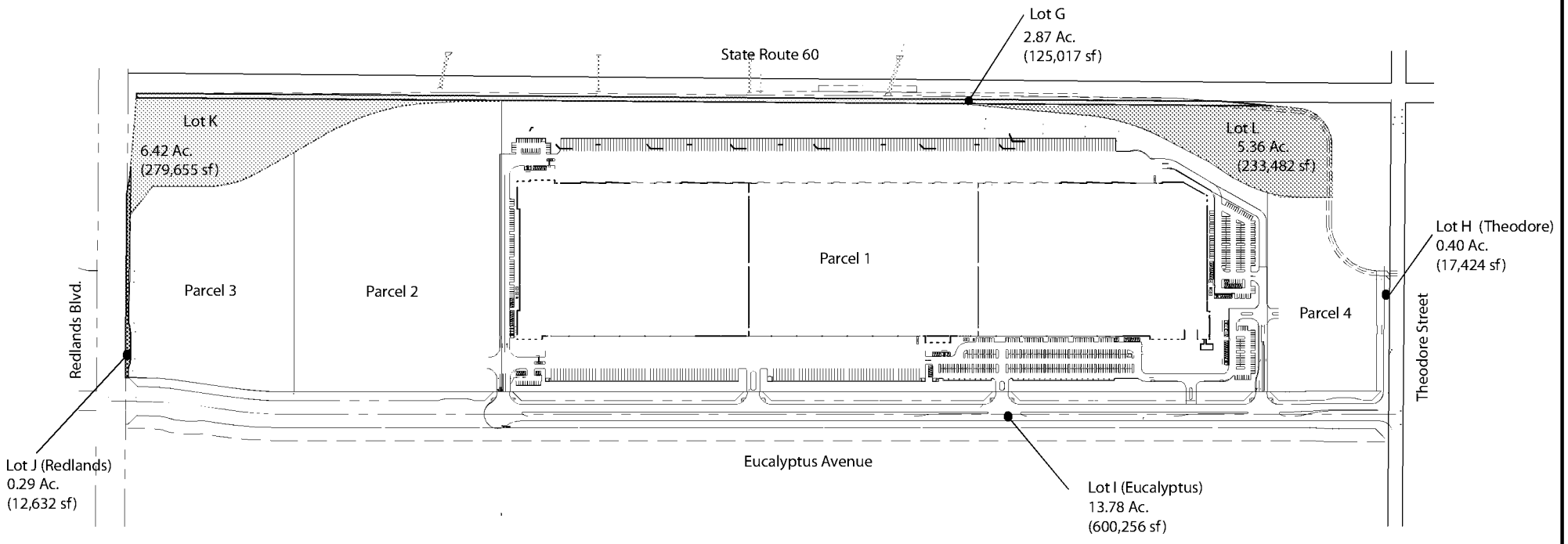

Not to scale
May 18,2011

Exhibit C - Parcel Map 35629 Phase 1 Right of Way Dedication Exhibit

MV00108894

MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their respective capacities, as the President and Members of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC)

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD

DEVELOPER – CITY OF MORENO VALLEY, CALIFORNIA
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

RECOMMENDED ACTION

Staff recommends that the Board of Directors:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard.

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 12, 2010, the City Council approved the Agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Corporate Yard Phase 1 Office Building and Sewer Line. The Agreement requires that the consultant obtain approval (Planning Application PA10-0013) from the various City departments as part of the design phase of the project. On March 8, 2011, the project received final Conditions of Approval that require the owner (MVPFFC) to record an Offer of Dedication for additional right-of-way. The additional right-of-way will be at the two proposed driveway approaches, located on the north side of Santiago Drive east of Perris Boulevard, in accordance with the City Standard for a commercial driveway approach.

DISCUSSION

The owner, Moreno Valley Public Facilities Financing Corporation (MVPFFC), is required to dedicate four (4) feet of right-of-way around the driveway approaches, at the proposed project entrances on Santiago Drive, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrances to match the existing street improvements immediately to the east and west of the project. Once the Offer of Dedication is executed by the Mayor, the document will be forwarded to the City Engineer to execute the Acceptance Certificates as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

2. Do not authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offer of Dedication

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez, P.E.
Senior Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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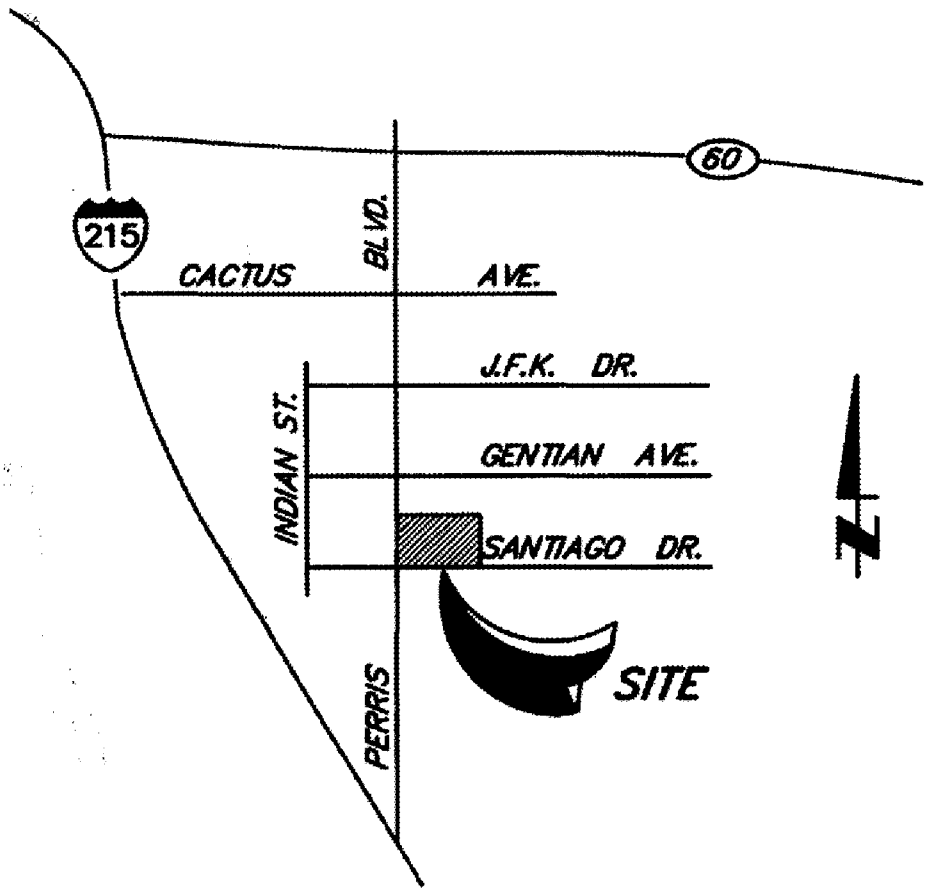

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment "A"	**PA10-0013** **VICINITY MAP**

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 486-170-021 & 022

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION,
A NON-PROFIT CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

Moreno Valley Public Facilities Financing Corporation,
a non-profit Corporation

By: _____
RICHARD A. STEWART, President

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk (SEAL)

Attachment "B"

Date _____

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **June 29, 2011** from the **Moreno Valley Public Facilities Financing Corporation, a non-profit Corporation** to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

STATE OF CALIFORNIA)
County of _____)ss.
On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

MV00108905

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF NAN AVENUE AS SHOWN BY MAP OF TRACT NO. 15433-2, ON FILE IN BOOK 151 OF MAPS, PAGES 67 THROUGH 70, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

MV00108906

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF COBRA DRIVE AS SHOWN BY MAP OF TRACT NO. 15433, ON FILE IN BOOK 151 OF MAPS, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 47.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE DIRECTION OF:

5-3-11

MARISSA CROWTHER, PLS 6152
SB&O, INC.
41689 ENTERPRISE CIRCLE NORTH, SUITE 126
TEMECULA, CA. 92590

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

MV00108907

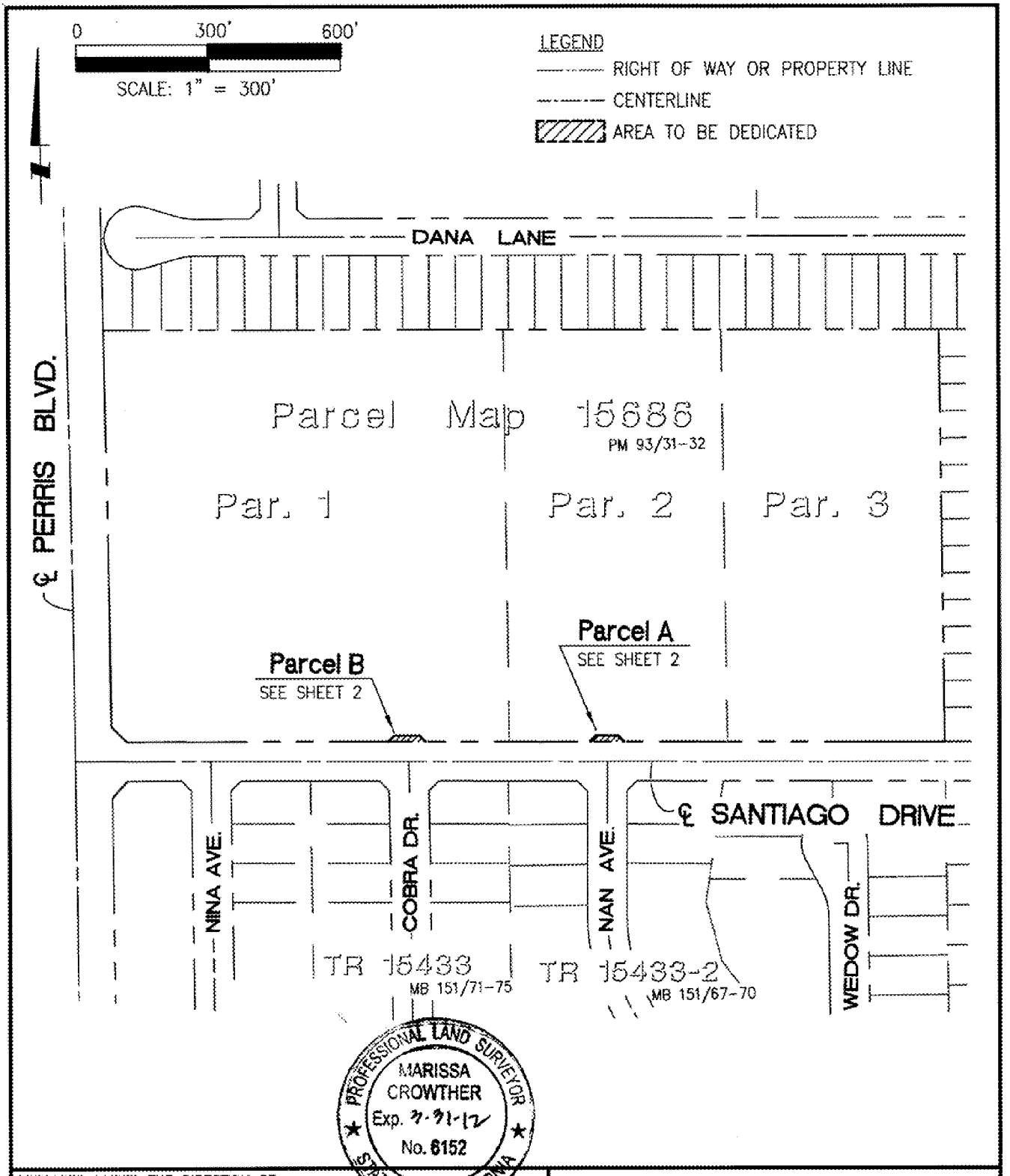

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:
S.B. & O., INC.
41689 ENTERPRISE CIRCLE NORTH
TEMECULA, CA 92590

MARISSA CROWTHER, PLS 6152 (EXP 3-31-12)

5-3-11
DATE

CITY OF MORENO VALLEY
CORPORATE YARD DRIVEWAY EASEMENTS

APRIL 2011	EXHIBIT "B"
SB&O, INC. JN 68251	SHEET 1 OF 2

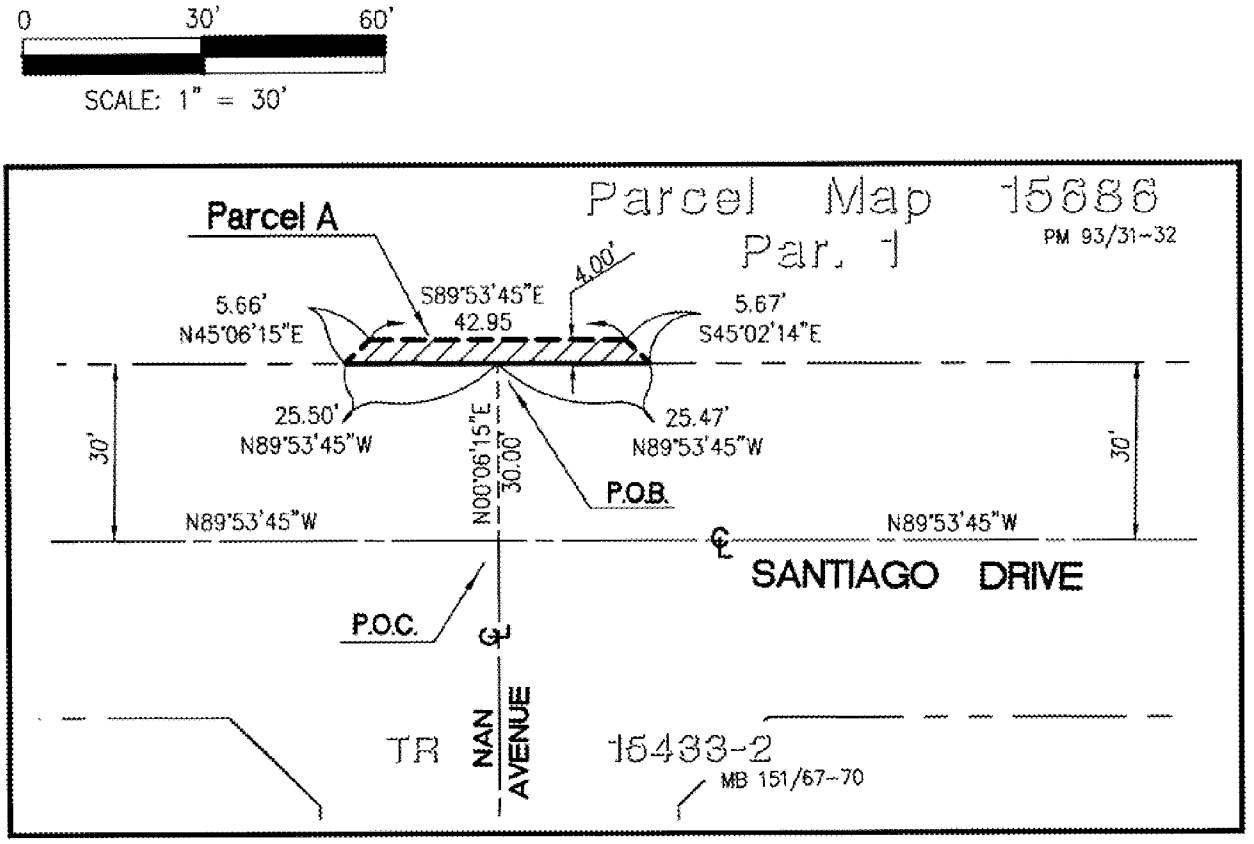

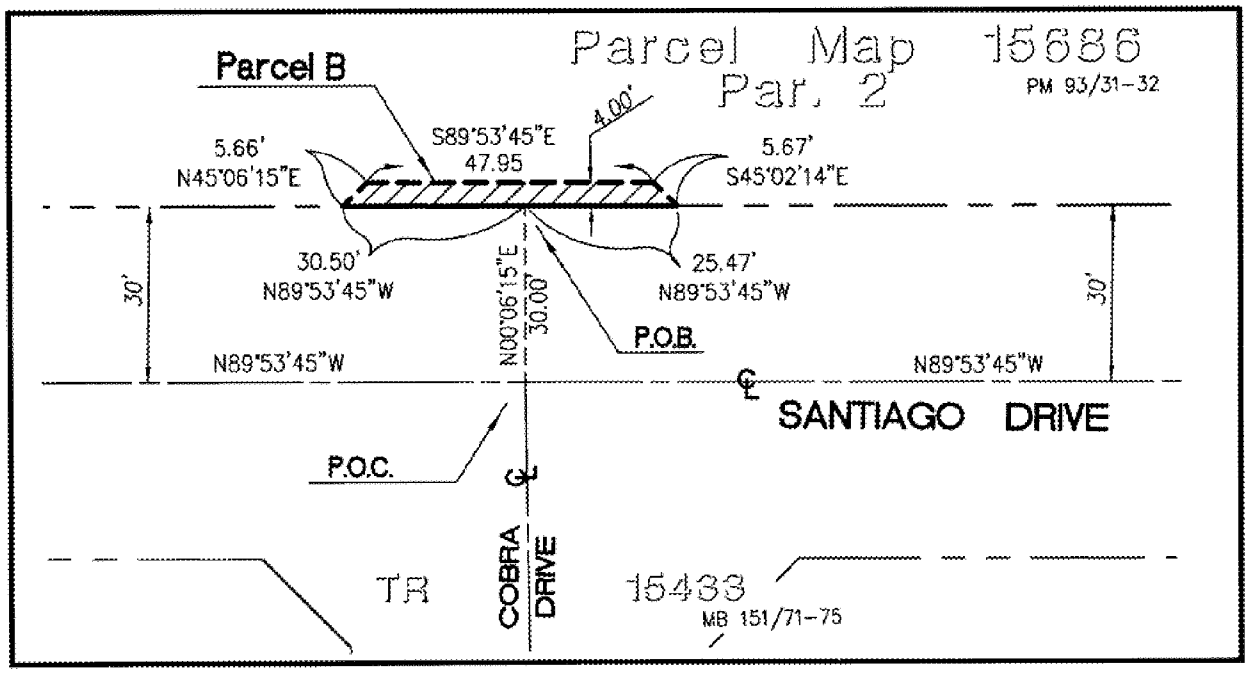

NOTES:

1. BEARINGS ARE BASED ON PARCEL MAP 15686.
2. P.O.C. INDICATES POINT OF COMMENCEMENT.
3. P.O.B. INDICATES POINT OF BEGINNING.

LEGEND

RIGHT OF WAY OR PROPERTY LINE

CENTERLINE

AREA TO BE DEDICATED

EXHIBIT "B"

SHEET 2 OF 2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated

areas. The Zone D program provides parkway landscape maintenance at the entry of a tract, around its perimeter, or in the median adjacent to the tract.

The Moreno Valley CSD provides services through full-cost recovery programs. The annual Zone D parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone D program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected tracts to seek approval for an increase to the annual charge to maintain services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Tracts 19862, 19912, 20941, 21737, 22371, and 31591 the opportunity to approve or reject the proposed increase in the CSD Zone D annual parcel charge. The proposed CSD Zone D annual charge for each tract is listed below.

Tract	Number of Parcels	Council District	Location *	2010/11 CSD Zone D Annual Parcel Charge	Proposed 2011/12 CSD Zone D Annual Parcel Charge
19862	35	1	On Ironwood at Weller Place	$150.80	$252.00
19912	138	4	Northwest of Kitching & Iris	84.50	129.00
20941	76	3	Northeast of Lasselle & Bay	104.98	166.00
21737	14	1	On Ironwood at Kilgore	214.04	431.00
22371	39	1	Southeast of Eucalyptus & Kitching	291.42	497.00
31591	33	3	Northwest of Eucalyptus & Morrison	462.70	628.00

* Maps identifying the parcels and landscaped areas are included with each mail ballot packet.

The CSD Zone D charges are subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 14, 2011 and the Public Hearing on June 28, 2011.

If a tract approves the proposed increase by a simple majority (50%+1) of the returned valid ballots, the proposed CSD Zone D parcel charge will be levied on the 2011/12 Riverside County property tax bill. If a tract does not approve the proposed increase by a simple majority of the returned valid ballots, the current CSD Zone D parcel charge shall continue to be levied on the property tax bill, which includes an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan, General Management Policy #2.30.

If revenues from a tract do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is no longer able to provide landscape maintenance services.

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballots, verify and accept the results of the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591 for the proposed increase in the CSD Zone D annual charges. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing**, tabulate the ballots, verify or accept the results of the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591 for the proposed increase in the CSD Zone D annual charges. *This alternative would be contrary to state statutes and would require that the noticing period for the mail ballot proceedings begin again.*

FISCAL IMPACT

There is no impact on the General Fund for the operation of the CSD Zone D program. The CSD provides services through various zones, such as Zone D (Parkway Landscape Maintenance), which are full-cost recovery programs. The collection of the CSD Zone D annual charges are restricted for landscape maintenance services and administration for the CSD Zone D program.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness

Continuation of the Zone D services in the landscaped areas of the selected tracts shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The proposed CSD Zone D annual charges for the selected tracts are based upon actual costs, which include maintenance and administration.

SUMMARY

Six Zone D tracts are being balloted to seek approval for an increase in their CSD Zone D annual charge. The action before the CSD Board is to accept public comments and tabulate the returned ballots for each tract.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected tracts. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone D service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each tract is included as Attachments 1 through 6.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Tract 19862
Attachment 2: Sample mail ballot packet for Tract 19912
Attachment 3: Sample mail ballot packet for Tract 20941
Attachment 4: Sample mail ballot packet for Tract 21737
Attachment 5: Sample mail ballot packet for Tract 22371
Attachment 6: Sample mail ballot packet for Tract 31591

Prepared by:
Jennifer Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone D\Stfrpt Zone D PH 06.28.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19862 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19862 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $8.43 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 1

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19862 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19862. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $8.43 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19862 annual charge for standard landscape maintenance services is $150.80 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $252.00 per parcel. This equates to an estimated annual increase of approximately 67% or $101.20 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19862.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00108916

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19862 es de $150.80 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $252.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 67% o $101.20 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19862.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00108917

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $252.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00108918

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $252.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00108920

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00108921

CSD ZONE D, TRACT 19862
FY 2011/12 BUDGET

LANDSCAPE AREA		8,805	Square Feet or
		0.20	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**252.00**	**or $21.00 per month**
Number of parcels		35	
Total Revenue	**$**	**8,820.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,472.48	
Water (Eastern Municipal Water District)		855.63	
Electricity		-	(Solar Powered)
Vandalism Repair		81.70	
Repair and Replacement/Miscellaneous Direct Expenses		650.29	
Landscape Inspectors/Technicians and Support Services		3,249.78	
Parts and Equipment		212.99	
Subtotal Direct Costs	$	7,522.87	
Indirect Costs			
Miscellaneous Indirect Expenses	$	154.12	
Special Districts Program Administration		377.95	
City Administration		762.88	
Subtotal Indirect Costs	$	1,294.95	
Total Expenses	**$**	**8,817.82**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement/Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19862
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		8,805	Pies Cuadrados
		0.20	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**252.00**	**o $21.00 mensual**
Números de parcelas		35	
Total de Ingresos	**$**	**8,820.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,472.48	
Agua (Eastern Municipal Water District)		855.63	
Electricidad (SCE)		-	(Reloj Solar)
Reparación de Vandalismo		81.70	
Reparación o Reemplazo/Egresos Misceláneos Directos		650.29	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		3,249.78	
Partes y Equipo		212.99	
Subtotal de Costos Directos	$	7,522.87	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	154.12	
Administración de Programa de Servicios Especiales		377.95	
Administración de la Ciudad		762.88	
Subtotal de Costos Indirectos	$	1,294.95	
Total de Egresos	**$**	**8,817.82**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

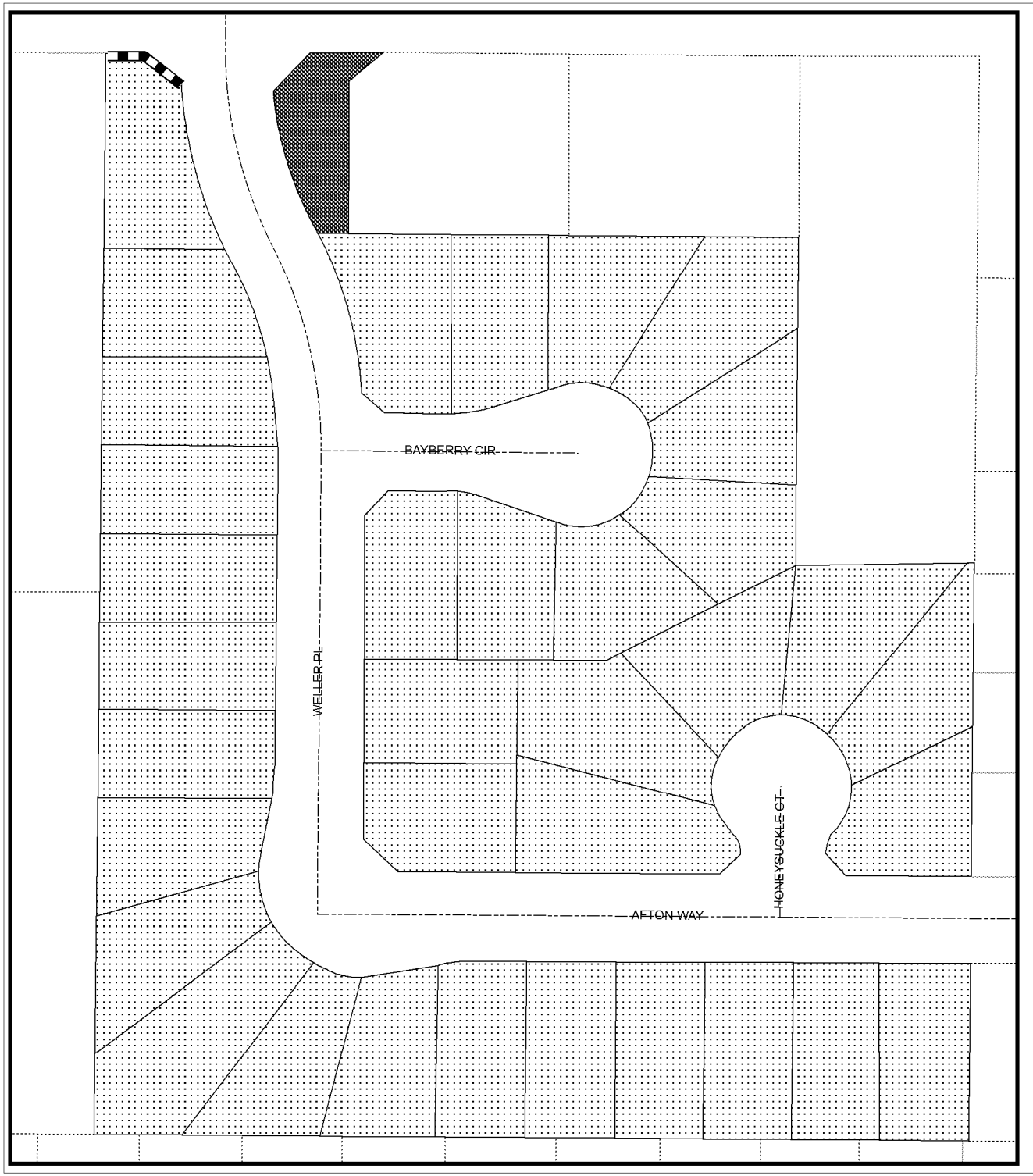

Tract/Fraccionamiento 19862

Median/Camellon

Landscaped Areas/Areas de jardin

Roads/Calles

Parcels/Parcelas

City Boundary/Limite de la ciudad

Tract/Fraccionamiento 19862

Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00108926

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

MV00108927

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19912 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19912 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $3.71 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 2

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19912 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19912. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $3.71 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19912 annual charge for standard landscape maintenance services is $84.50 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $129.00 per parcel. This equates to an estimated annual increase of approximately 53% or $44.50 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19912.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00108930

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19912 es de $84.50 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $129.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 53% o $44.50 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19912.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00108931

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $129.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00108932

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $129.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00108933

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00108934

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00108935

CSD ZONE D, TRACT 19912
FY 2011/12 BUDGET

LANDSCAPE AREA		11,750	Square Feet or
		0.27	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**129.00**	**or $10.75 per month**
Number of parcels		138	
Total Revenue	**$**	**17,802.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	3,299.40	
Water (Eastern Municipal Water District)		3,135.21	
Electricity (SCE)		299.00	
Vandalism Repair		81.23	
Repair and Replacement/Miscellaneous Direct Expenses		1,368.27	
Landscape Inspectors/Technicians and Support Services		6,549.92	
Parts and Equipment		429.27	
Subtotal Direct Costs	$	15,162.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	310.64	
Special Districts Program Administration		761.76	
City Administration		1,537.58	
Subtotal Indirect Costs	$	2,609.98	
Total Expenses	**$**	**17,772.28**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19912
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		11,750	Pies Cuadrados
		0.27	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**129.00**	**o $10.75 mensual**
Números de parcelas		138	
Total de Ingresos	**$**	**17,802.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	3,299.40	
Agua (Eastern Municipal Water District)		3,135.21	
Electricidad (SCE)		299.00	
Reparación de Vandalismo		81.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,368.27	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		6,549.92	
Partes y Equipo		429.27	
Subtotal de Costos Directos	$	15,162.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	310.64	
Administración de Programa de Servicios Especiales		761.76	
Administración de la Ciudad		1,537.58	
Subtotal de Costos Indirectos	$	2,609.98	
Total de Egresos	**$**	**17,772.28**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Tract/Fraccionamiento 19912

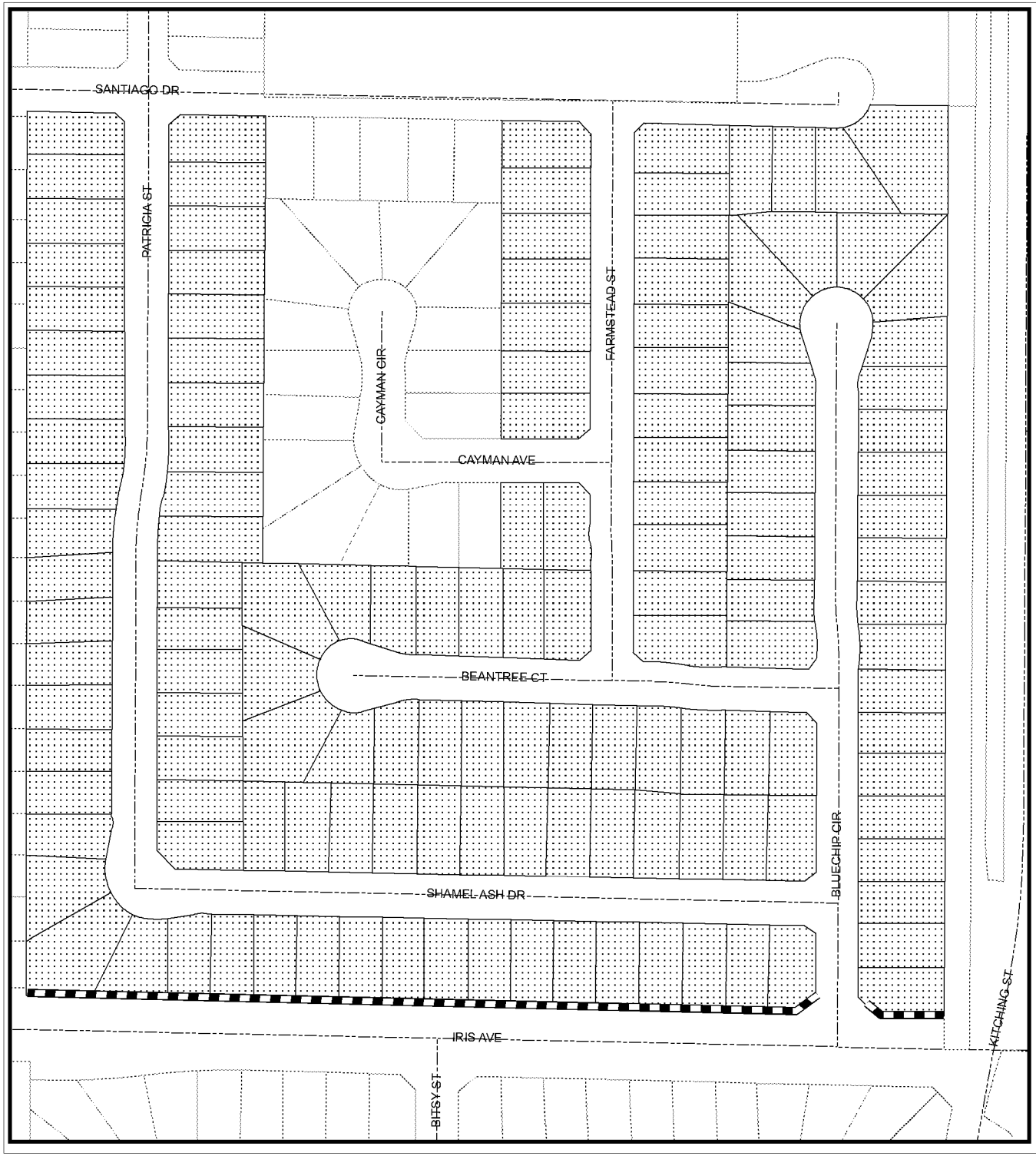

Median/Camellon

Landscaped Areas/Areas de jardin

Roads/Calles

Parcels/Parcelas

City Boundary/Limite de la ciudad

Tract/Fraccionamiento 19912

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

N

0 150 300 450 600 Feet

G:\AVP\SDA\Zone D Tract 19912.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00108940

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

MV00108941

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 20941 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 20941 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $5.09 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 20941 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 20941. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $5.09 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

MV00108943

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 20941 annual charge for standard landscape maintenance services is $104.98 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $166.00 per parcel. This equates to an estimated annual increase of approximately 58% or $61.02 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 20941.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00108944

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 20941 es de $104.98 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $166.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 58% o $61.02 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 20941.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00108945

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $166.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00108946

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $166.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00108947

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00108948

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00108949

CSD ZONE D, TRACT 20941
FY 2011/12 BUDGET

LANDSCAPE AREA		9,600	Square Feet or
		0.22	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**166.00**	**or $13.83 per month**
Number of parcels		76	
Total Revenue	**$**	**12,616.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,695.68	
Water (Eastern Municipal Water District)		1,132.40	
Electricity (SCE)		301.07	
Repair and Replacement/Miscellaneous Direct Expenses		1,676.36	
Landscape Inspectors/Technicians and Support Services		4,646.84	
Parts and Equipment		304.55	
Subtotal Direct Costs	$	10,756.90	
Indirect Costs			
Miscellaneous Indirect Expenses	$	220.38	
Special Districts Program Administration		540.43	
City Administration		1,090.83	
Subtotal Indirect Costs	$	1,851.64	
Total Expenses	**$**	**12,608.54**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 20941
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		9,600	Pies Cuadrados
		0.22	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**166.00**	**o $13.83 mensual**
Números de parcelas		76	
Total de Ingresos	**$**	**12,616.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,695.68	
Agua (Eastern Municipal Water District)		1,132.40	
Electricidad (SCE)		301.07	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,676.36	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		4,646.84	
Partes y Equipo		304.55	
Subtotal de Costos Directos	$	10,756.90	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	220.38	
Administración de Programa de Servicios Especiales		540.43	
Administración de la Ciudad		1,090.83	
Subtotal de Costos Indirectos	$	1,851.64	
Total de Egresos	**$**	**12,608.54**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

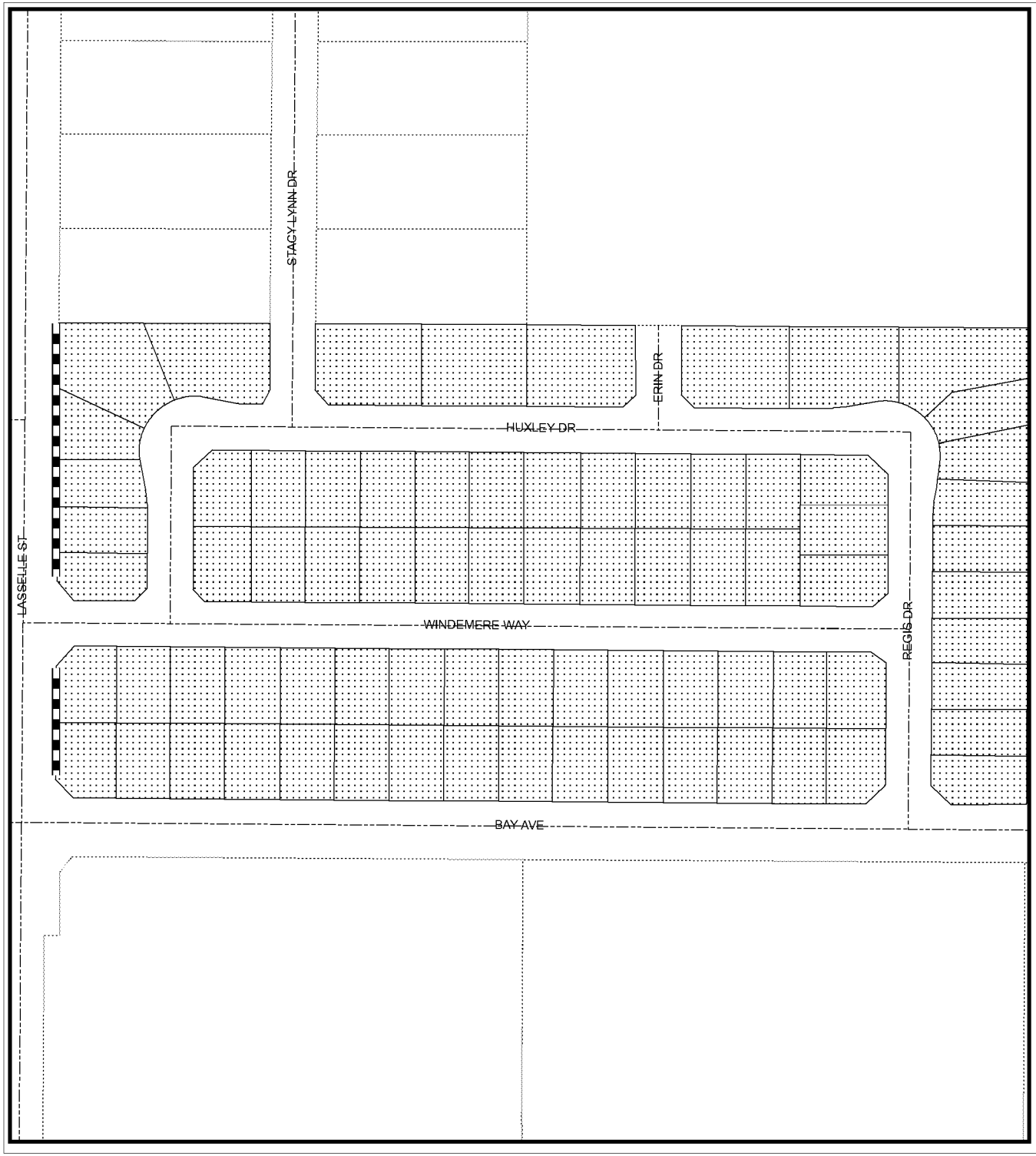

Tract/Fraccionamiento 20941

Median/Camellon

Landscaped Areas/Areas de jardin

Roads/Calles

Parcels/Parcelas

City Boundary/Limite de la ciudad

Tract/Fraccionamiento 20941

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

N

0 145 290 435 580 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00108954

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. «PARCEL»
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 20941 «APNI»

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si** «APNY»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

Yes, ***I approve*** the increase in the annual charge for Zone D services of $61.02 per parcel **(approximately $5.09 per month)**. The increase will adjust the approved annual charge from $104.98 to $166.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela **(aproximadamente $5.09 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $104.98 a $166.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No** «APNN»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

No, ***I do not approve*** the increase in the annual charge for Zone D services of $61.02 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

«endorse» «sequence»
«Owner1»
«co»
«MAIL_TO_STREET_ADDRESS»
«MAIL_TO_CITY» «State» «zip»

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 21737 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 21737 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $21.63 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 21737 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 21737. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $21.63 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

MV00108957

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 21737 annual charge for standard landscape maintenance services is $214.04 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $468.00 per parcel. This equates to an estimated annual increase of approximately 119% or $253.96 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 21737.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00108958

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 21737 es de $214.04 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $468.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 119% o $253.96 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 21737.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00108959

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $468.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00108960

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $468.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00108962

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00108963

CSD ZONE D, TRACT 21737
FY 2011/12 BUDGET

LANDSCAPE AREA		3,920	Square Feet or
		0.09	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**431.00**	**or $35.92 per month**
Number of parcels		14	
Total Revenue	**$**	**6,034.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	1,100.76	
Water (Eastern Municipal Water District)		515.51	
Electricity (SCE)		299.23	
Repair and Replacement/Miscellaneous Direct Expenses		862.83	
Landscape Inspectors/Technicians and Support Services		2,223.83	
Parts and Equipment		145.75	
Subtotal Direct Costs	$	5,147.91	
Indirect Costs			
Miscellaneous Indirect Expenses	$	105.47	
Special Districts Program Administration		258.63	
City Administration		522.04	
Subtotal Indirect Costs	$	886.14	
Total Expenses	**$**	**6,034.05**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 21737
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,920	Pies Cuadrados
		0.09	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**431.00**	**o $35.92 mensual**
Números de parcelas		14	
Total de Ingresos	**$**	**6,034.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	1,100.76	
Agua (Eastern Municipal Water District)		515.51	
Electricidad (SCE)		299.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		862.83	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		2,223.83	
Partes y Equipo		145.75	
Subtotal de Costos Directos	$	5,147.91	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	105.47	
Administración de Programa de Servicios Especiales		258.63	
Administración de la Ciudad		522.04	
Subtotal de Costos Indirectos	$	886.14	
Total de Egresos	**$**	**6,034.05**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

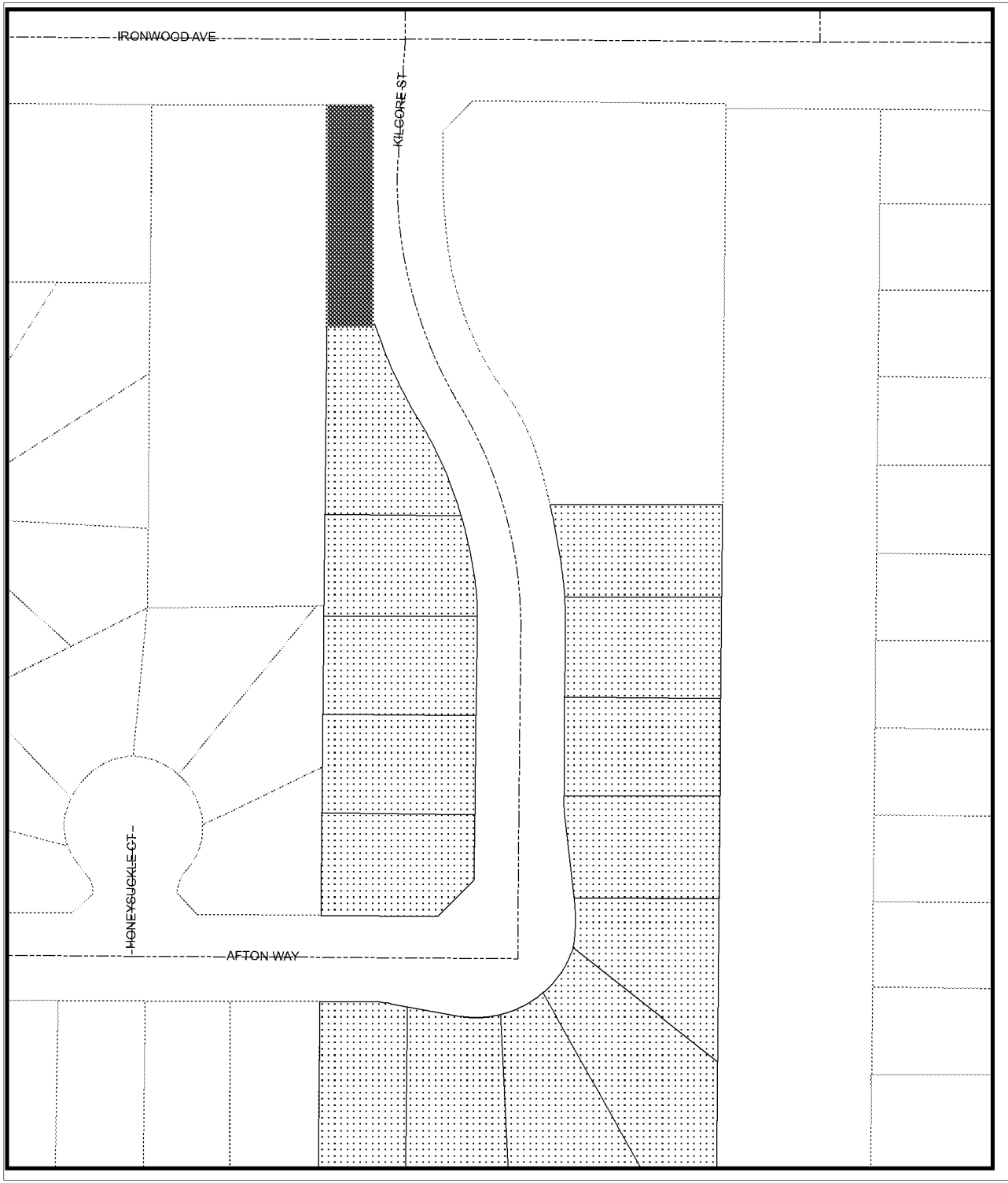

Tract/Fraccionamiento 21737

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 21737
- Expanded Landscaped Entry Statement

Map reflects all changes indicated
on Riverside County Assessor Maps
as of April 4, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00108968

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341024
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 21737

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $216.96 per parcel **(approximately $18.08 per month)** The increase will adjust the approved annual charge from $214.04 to $431.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela **(aproximadamente $18.08 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $214.04 a $431.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $216.96 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000295
MANUEL ENRIGUEZ

24697 AFTON WAY
MORENO VALLEY CA 92557-7842

MV00108969

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 22371 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 22371 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $20.72 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 5

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 22371 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 22371. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $20.72 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

MV00108971

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 22371 annual charge for standard landscape maintenance services is $291.42 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $540.00 per parcel. This equates to an estimated annual increase of approximately 85% or $248.58 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 22371.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00108972

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 22371 es de $291.42 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $540.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 85% o $248.58 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 22371.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00108973

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $540.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00108974

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $540.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00108975

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00108976

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00108977

CSD ZONE D, TRACT 22371
FY 2011/12 BUDGET

LANDSCAPE AREA		17,844	Square Feet or
		0.41	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**497.00**	**or $41.42 per month**
Number of parcels		39	
Total Revenue	**$**	**19,383.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	5,010.60	
Water (Eastern Municipal Water District)		2,199.50	
Electricity (SCE)		302.38	
Repair and Replacement/Miscellaneous Direct Expenses		1,406.96	
Landscape Inspectors/Technicians and Support Services		7,139.29	
Parts and Equipment		467.90	
Subtotal Direct Costs	$	16,526.63	
Indirect Costs			
Miscellaneous Indirect Expenses	$	338.59	
Special Districts Program Administration		830.31	
City Administration		1,675.93	
Subtotal Indirect Costs	$	2,844.83	
Total Expenses	**$**	**19,371.46**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 22371
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		17,844	Pies Cuadrados
		0.41	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**497.00**	**o $41.42 mensual**
Números de parcelas		39	
Total de Ingresos	**$**	**19,383.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	5,010.60	
Agua (Eastern Municipal Water District)		2,199.50	
Electricidad (SCE)		302.38	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,406.96	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,139.29	
Partes y Equipo		467.90	
Subtotal de Costos Directos	$	16,526.63	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	338.59	
Administración de Programa de Servicios Especiales		830.31	
Administración de la Ciudad		1,675.93	
Subtotal de Costos Indirectos	$	2,844.83	
Total de Egresos	**$**	**19,371.46**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

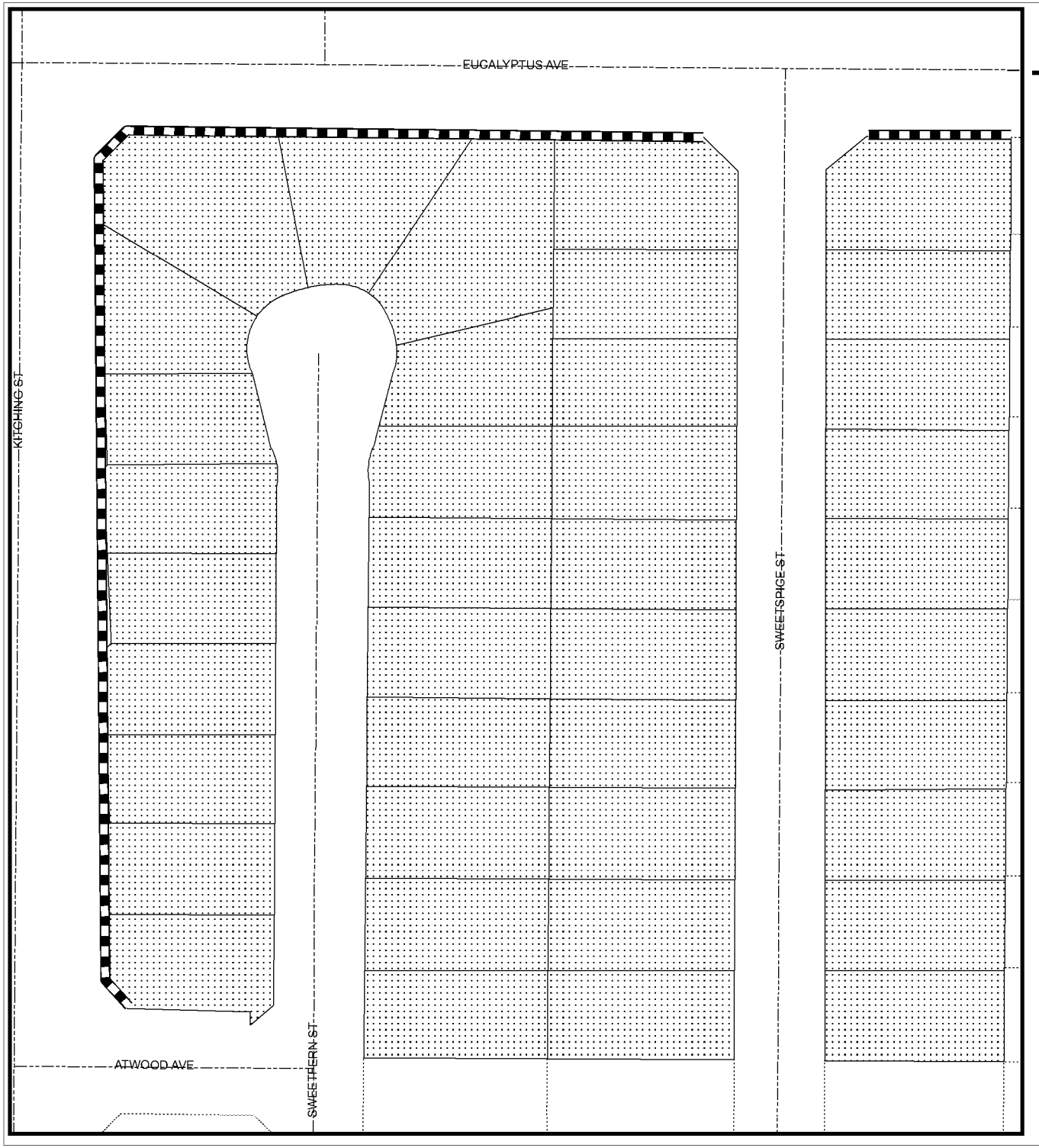

Tract/Fraccionamiento 22371

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 22371

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

G:\AVP\SDA\Zone D Tract 22371.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00108982

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 479524018
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 22371

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $205.58 per parcel **(approximately $17.13 per month)**. The increase will adjust the approved annual charge from $291.42 to $497.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela **(aproximadamente $17.13 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $291.42 a $497.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $205.58 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

MV00108983

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 31591 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 31591 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $18.19 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 6

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 31591 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 31591. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $18.19 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona Des un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 31591 annual charge for standard landscape maintenance services is $462.70 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $681.00 per parcel. This equates to an estimated annual increase of approximately 47% or $218.30 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 31591.

Per Parcel	
Fiscal Year	**Annual Charge**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00108986

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 31591 es de $462.70 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $681.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 47% o $218.30 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 31591.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00108987

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $681.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00108988

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $681.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

MV00108989

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00108990

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00108991

CSD ZONE D, TRACT 31591
FY 2011/12 BUDGET

LANDSCAPE AREA		16,445	Square Feet or
		0.38	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**628.00**	**or $52.33 per month**
Number of parcels		33	
Total Revenue	**$**	**20,724.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	4,617.60	
Water (Eastern Municipal Water District)		3,043.65	
Electricity (SCE)		306.94	
Vandalism Repair		93.02	
Repair and Replacement/Miscellaneous Direct Expenses		1,467.38	
Landscape Inspectors/Technicians and Support Services		7,626.86	
Parts and Equipment		499.85	
Subtotal Direct Costs	$	17,655.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	361.71	
Special Districts Program Administration		887.01	
City Administration		1,790.39	
Subtotal Indirect Costs	$	3,039.11	
Total Expenses	**$**	**20,694.41**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 31591
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		16,445	Pies Cuadrados
		0.38	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**628.00**	**o $52.33 mensual**
Números de parcelas		33	
Total de Ingresos	**$**	**20,724.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	4,617.60	
Agua (Eastern Municipal Water District)		3,043.65	
Electricidad (SCE)		306.94	
Reparación de Vandalismo		93.02	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,467.38	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,626.86	
Partes y Equipo		499.85	
Subtotal de Costos Directos	$	17,655.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	361.71	
Administración de Programa de Servicios Especiales		887.01	
Administración de la Ciudad		1,790.39	
Subtotal de Costos Indirectos	$	3,039.11	
Total de Egresos	**$**	**20,694.41**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debidc tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

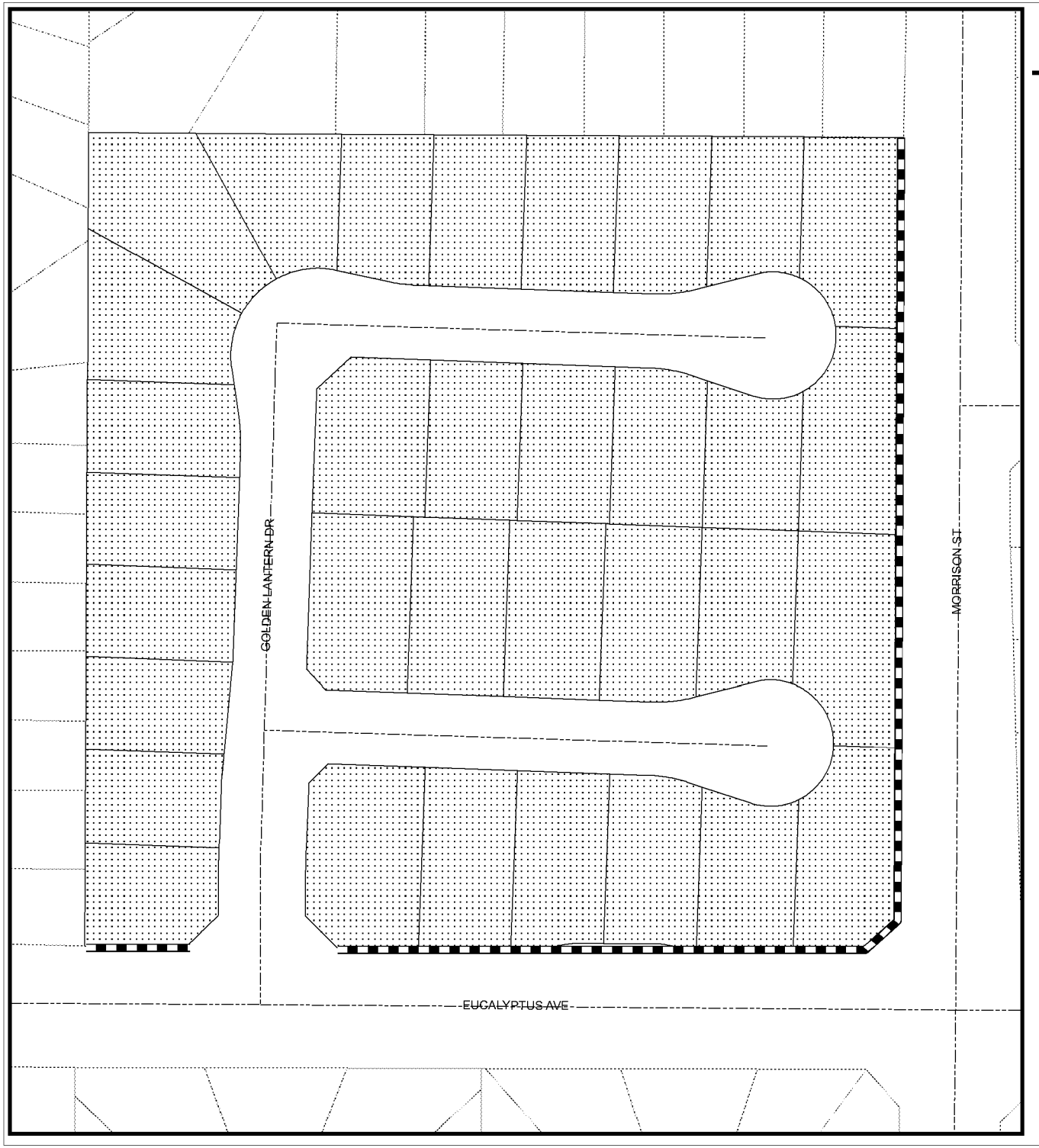

Tract/Fraccionamiento 31591

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 31591

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 85 170 255 340 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00108996

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 487310027
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 31591

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $165.30 per parcel **(approximately $13.78 per month)**. The increase will adjust the approved annual charge from $462.70 to $628.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela **(aproximadamente $13.78 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $462.70 a $628.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $165.30 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

MV00108997

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to commercial and residential properties in designated areas that have landscaped perimeters, open space, medians, and/or entry statements.

The CSD provides extensive landscape maintenance to the landscape areas in Zones E-1, E-2, E-3A, and E-4. Special Districts staff manages private landscape maintenance firms to ensure landscape preservation activities are completed on a regular schedule. Landscape maintenance includes mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone E program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected zones to seek approval for an increase in the annual charge to maintain landscape services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Zones E-1, E-2, E-3A, and E-4 the opportunity to approve or reject the proposed increase in the CSD Zone E annual parcel charge. The proposed CSD Zone E parcel charges for each zone are listed below.

CSD Zone	2010/11 CSD Zone E Annual Parcel Charge			Proposed 2011/12 CSD Zone E Annual Parcel Charge		
	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped	Per Condo Unit	Per Acre	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped	Per Condo Unit	Per Acre

	Parcels			Parcels		
E-1	$126.36	$57.02	$505.44	$152.00	$69.00	$608.00
E-2	398.46	N/A	N/A	518.00	N/A	N/A
E-3A	67.20	N/A	N/A	108.00	N/A	N/A
E-4	110.00	N/A	440.00	240.00	N/A	960.00

The CSD Zone E charges may be subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The proposed increase in the CSD Zone E (extensive landscape maintenance) parcel charge for each designated sub-zone will be annually levied through the property tax bill process if a simple majority (50%+1) of the returned valid ballots are marked in favor of the increase.

If a majority of the returned valid ballots do not approve the proposed annual parcel charge for a designated sub-zone, the parcel charge shall continue to be levied on the property tax bill at the current rate, which may include an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone E (Extensive Parkway Landscape Maintenance) Service Plan, General Management Policy #2.41. If revenues from a sub-zone do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is no longer able to provide landscape maintenance services.

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballots, verify and accept the results of the mail ballot proceedings for Zones E-1, E-2, E-3A, and E-4 for the proposed increase in the CSD Zone E annual charges. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing**, tabulate the ballots, verify or accept the results of the mail ballot proceedings for Zones E-1, E-2, E-3A, and E-4 for the proposed increase in the CSD Zone E annual charges. *This alternative would be contrary to state statutes and would require that the noticing period for the mail ballot proceedings begin again.*

FISCAL IMPACT

There is no impact on the General Fund for the operation of the Community Services District Zone E program. The CSD provides services through various zones, such as Zone E (Extensive Landscape Maintenance), which is a full-cost

recovery program. The collection of the CSD Zone E annual charge is restricted for landscape maintenance services and administration of the Zone E program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
The proposed increase in the CSD Zone E parcel charges for Zones E-1, E-2, E-3A, and E-4 are based upon actual costs, which include maintenance and administration.

Community Image, Neighborhood Pride and Cleanliness
Continuation of the Zone E services in the landscaped areas within the described sub-zones will allow the CSD to maintain the current appearance of the areas.

SUMMARY

The CSD is balloting Zones E-1, E-2, E-3A, and E-4 to seek approval for an increase in the CSD Zone E annual charges. The action before the CSD Board is to accept public comments regarding the mail ballot proceeding and tabulate the returned ballots for Zones E-1, E-2, E-3A, and E-4.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected sub-zones. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone E service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each sub-zone is included as Attachments 1 through 4.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Zone E-1
Attachment 2: Sample mail ballot packet for Zone E-2
Attachment 3: Sample mail ballot packet for Zone E-3A
Attachment 4: Sample mail ballot packet for Zone E-4

Prepared by:
Jennifer Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action

Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone E\Zone E PH Stfrpt 06.28.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-1 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-1 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $2.14 per month** to meet current costs. The Zone E-1 charges will be collected on the County of Riverside property tax bills. The Zone E-1 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-1 are divided proportionally by the number of parcels, acres, or condo units to determine the annual charge per parcel, acre, or condo unit.

ATTACHMENT 1

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-1. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $2.14 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-1 son divididos en proporción al número de parcelas, unidades de condominio y acres para determinar el costo anual por parcela, unidades de condominio y acre.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-1 annual charges for standard landscape maintenance services are $126.36 per residential parcel, $505.44 per acre for nonresidential or undeveloped parcels, or $57.02 per condo unit. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-1 program for FY 2010/11 is $281,584.08.

Proposed Charge

To meet current costs, the Zone E-1 charges are proposed to be adjusted to $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit. This equates to an estimated annual increase of approximately 20% or $25.64 per residential parcel, $102.56 per acre for nonresidential or undeveloped parcels, or $11.98 per condo unit.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-1 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)		Per Condo Unit	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

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¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-1 es de $126.36 por parcela residencial, $505.44 por acre no residencial o parcelas subdesarrolladas, o $57.02 por unidad de condominio. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-1 durante el año fiscal 2010/11 es de $281,584.08.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-1 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio. Este ajuste equivaldría a un aumento anual aproximado de 20% o $25.64 por parcela residencial, $102.56 por acre no residencial o parcelas subdesarrolladas y $11.98 por unidad de condominio.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-1

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)		Por Unidad de Condominio	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

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Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approves the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

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2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-1
FY 2011/12 BUDGET

LANDSCAPE AREA		442,569	Square Feet or
		10.16	Acres
REVENUES			
Single Family Parcels (1,042)	**$**	**152.00**	**or $12.67 per month**
Condo Units (67)	**$**	**69.00**	**or $5.75 per month**
Nonresidential/undeveloped Acres (289.19 acres)	**$**	**608.00**	**or $50.67 per month**
Total Revenue	**$**	**338,834.52**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	88,430.00	
Water (Eastern Municipal Water District)		69,200.00	
Electricity (SCE)		4,000.00	
Vandalism Repair		3,400.00	
Repair and Replacement		40,143.52	
Other (mulching, plant material replacement, etc.)		25,400.00	
Landscape Inspectors/Technicians and Support Services		65,511.00	
Parts and Equipment/Miscellaneous Direct Expenses		14,383.00	
Subtotal Direct Costs	$	310,467.52	
Indirect Costs			
Miscellaneous Indirect Expenses	$	2,625.00	
Special Districts Program Administration		8,256.31	
City Administration		17,485.69	
Subtotal Indirect Costs	$	28,367.00	
Total Expenses	**$**	**338,834.52**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-1
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		442,569	Pies Cuadrados
		10.16	Acres
INGRESOS			
Parcelas de Unidades Familiar (1042)	**$**	**152.00**	**o $12.67 mensual**
Unidades de Condominio (67)	**$**	**69.00**	**o $5.75 mensual**
Acres No Residenciales o Subdesarrollados (289.19 acres)	**$**	**608.00**	**o $50.67 mensual**
Total de Ingresos	**$**	**338,834.52**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	88,430.00	
Agua (Eastern Municipal Water District)		69,200.00	
Electricidad (SCE)		4,000.00	
Reparación de Vandalismo		3,400.00	
Reparación o Reemplazo		40,143.52	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		25,400.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		65,511.00	
Partes y Equipo/Egresos Misceláneos Directos		14,383.00	
Subtotal de Costos Directos	$	310,467.52	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	2,625.00	
Administración de Programa de Servicios Especiales		8,256.31	
Administración de la Ciudad		17,485.69	
Subtotal de Costos Indirectos	$	28,367.00	
Total de Egresos	**$**	**338,834.52**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

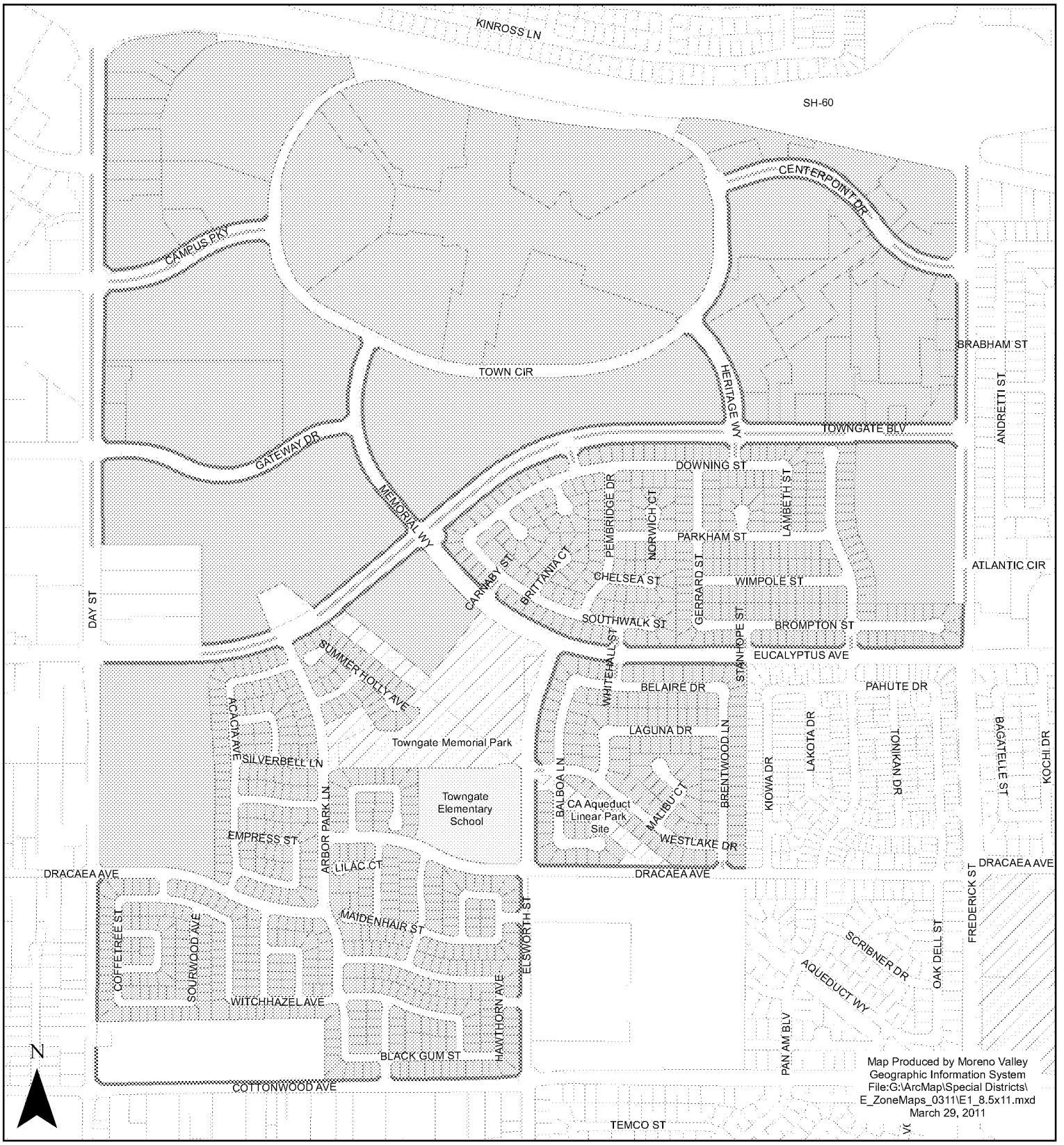

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 291535016
CSD ZONE E-1 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-1 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-1. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel **(approximately $2.14 per month)**. The increase will adjust the approved annual charge from $126.36 to $152.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial **(aproximadamente $2.14 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $126.36 a $152.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel. I understand landscaping services for Zone E-1 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-1 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

MIXED AADC 923 0001169
FEDERAL NATL MORTGAGE ASSN
C/O IBM LENDER BUSINESS PROC SVCS
14523 SW MILLIKAN WAY STE 200
BEAVERTON OR 97005-2352

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-2 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-2 annual charges. If approved, beginning in FY 2011/12 annual charge shall be **increased by approximately $9.96 per month per residential parcel or Equivalent Dwelling Unit (EDU) for undeveloped parcels** to meet current costs. The Zone E-2 charge is collected on the County of Riverside property tax bills. The Zone E-2 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-2 are divided proportionally by the number of residential parcels or EDUs to determine the annual charge per parcel or EDU.

ATTACHMENT 2

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-2

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-2. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual **por parcela residencial o Unidad de Vivencia Equivalente en parcelas subdesarrolladas (UVE) aumentara aproximadamente $9.96 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-2 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-2 son divididos en proporción al número de parcelas residenciales o UVE's para determinar el costo anual por parcela residencial o UVE.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize these cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-2 annual charges for standard landscape maintenance services are $398.46 per residential parcel or EDU. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-2 program for FY 2010/11 is $480,941.22.

Proposed Charge

To meet current costs, the Zone E-2 charges are proposed to be adjusted to $518.00 per residential parcel or EDU. This equates to an estimated annual increase of approximately 30% or $119.54 per residential parcel or EDU.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-2 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Equivalent Dwelling Unit (Undeveloped Parcels)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00109019

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-2 es de $398.46 por parcela residencial o UVE. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-2 durante el año fiscal 2010/11 es de $480,941.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-2 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $518.00 por parcela residencial o UVE. Este ajuste equivaldría a un aumento anual aproximado de 30% o $119.54 por parcela residencial o UVE.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-2

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Unidad de Vivienda Equivalente (Parcelas Subdesarrolladas)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00109020

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $518.00 per residential parcel or EDU shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00109021

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $518 por parcela residencial o UVE será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00109023

su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-2
FY 2011/12 BUDGET

LANDSCAPE AREA	3,574,098	Square Feet or
	82.05	Acres
REVENUES		
Proposed Annual Zone E-2 Charge	**$ 518.00**	**or $43.16 per month**
Number of parcels/EDUs	1,207	
Total Revenue	**$ 625,226.00**	
EXPENSES		
Direct Costs		
Base Maintenance Contract	$ 188,400.00	
Water (Eastern Municipal Water District)	105,300.00	
Electricity (SCE)	6,300.00	
Vandalism Repair	5,400.00	
Repair and Replacement	94,070.00	
Other (mulching, plant material replacement, etc.)	47,700.00	
Landscape Inspectors/Technicians and Support Services	114,929.00	
Parts and Equipment/Miscellaneous Direct Expenses	14,284.00	
Subtotal Direct Costs	$ 576,383.00	
Indirect Costs		
Miscellaneous Indirect Expenses	$ 4,602.00	
Special Districts Program Administration	13,565.66	
City Administration	30,675.34	
Subtotal Indirect Costs	$ 48,843.00	
Total Expenses	**$ 625,226.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-2
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,574,098	Pies Cuadrados
		82.05	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona E-2	**$**	**518.00**	**o $43.16 mensual**
Números de parcelas/UVE		**1,207.00**	
Total de Ingresos	**$**	**625,226.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	188,400.00	
Agua (Eastern Municipal Water District)		105,300.00	
Electricidad (SCE)		6,300.00	
Reparación de Vandalismo		5,400.00	
Reparación o Reemplazo		94,070.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		47,700.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		114,929.00	
Partes y Equipo/Egresos Misceláneos Directos		14,284.00	
Subtotal de Costos Directos	$	576,383.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	4,602.00	
Administración de Programa de Servicios Especiales		13,565.66	
Administración de la Ciudad		30,675.34	
Subtotal de Costos Indirectos	$	48,843.00	
Total de Egresos	**$**	**625,226.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

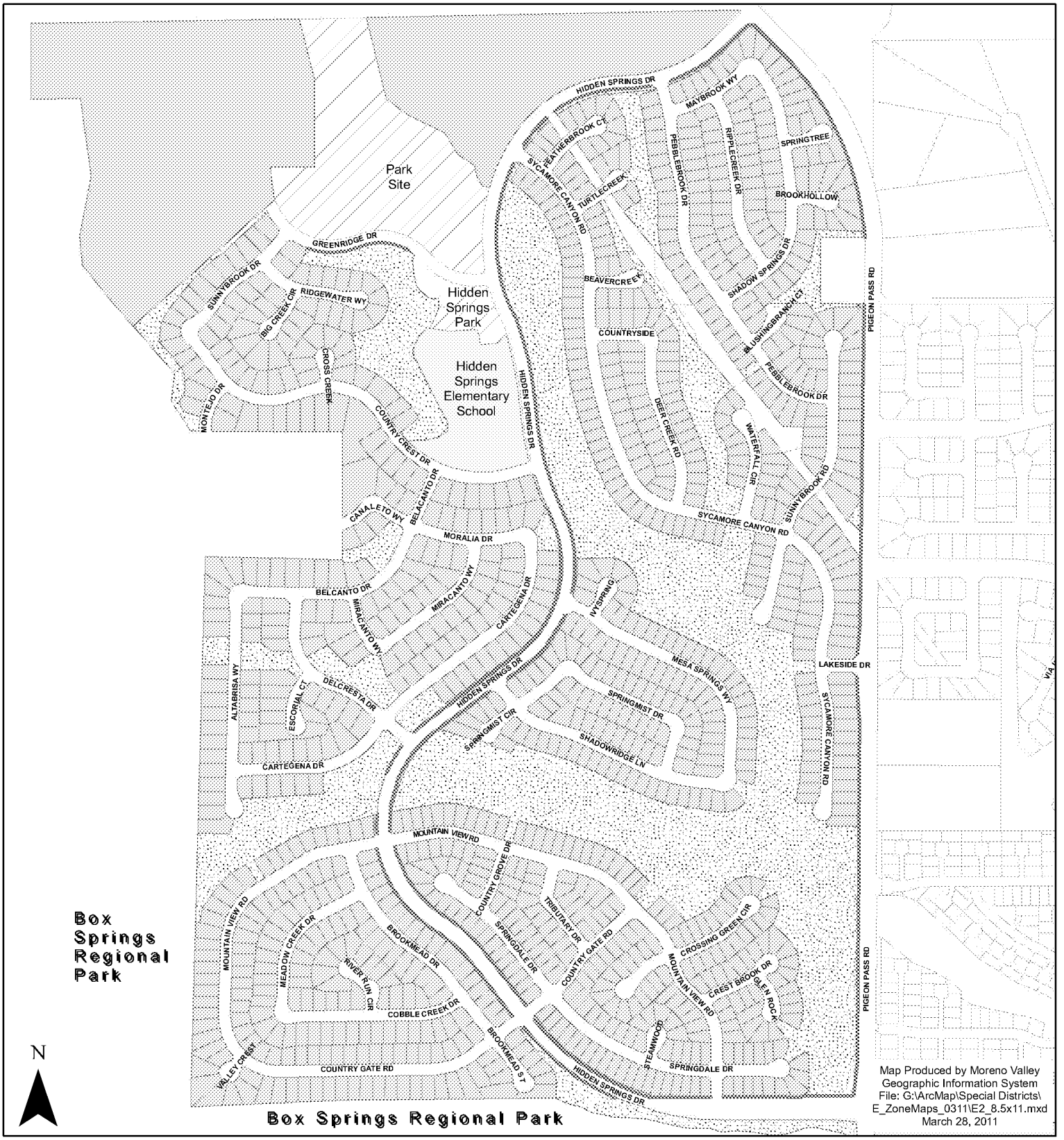

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E_ZoneMaps_0311\E2_8.5x11.mxd
March 28, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY
WHERE DREAMS SOAR

MV00109029

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 260413014
CSD ZONE E-2 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-2 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-2. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit **(approximately $9.96 per month)**. The increase will adjust the approved annual charge from $398.46 to $518.00 per residential parcel or Equivalent Dwelling Unit for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente **(aproximadamente $9.96 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $398.46 a $518.00 por parcela o Unidad de Vivienda Equivalente para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit. I understand landscaping services for Zone E-2 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente. Entiendo que los servicios de jardinería de la Zona E-2 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SCH 5-DIGIT 92554 0000001
YASER R TELLO

11411 STEEPLECHASE DR
MORENO VALLEY CA 92555-1407

MV00109030

TEL: 951.413.3480
FAX: 951.413.3498
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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-3A ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. In order to maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-3A annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by $3.40 per month** to meet current costs. The Zone E-3A charges are collected on the County of Riverside property tax bills. The Zone E-3A annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-3A are divided proportionally by the number of parcels to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-3A. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara a $3.40 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-3A es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-3A son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-3A annual charges for standard landscape maintenance services are $67.20 per residential parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-3A program for FY 2010/11 is $31,516.80.

Proposed Charge

To meet current costs, the Zone E-3A charges are proposed to be adjusted to $108.00 per residential parcel. This equates to an estimated annual increase of approximately 61% or $40.80 per residential parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-3A Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel	
Fiscal Year	**Annual Charge**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

MV00109033

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-3A es de $67.20 por parcela residencial. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-3A durante el año fiscal 2010/11 es de $31,516.80.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-3A para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $108.00 por parcela residencial. Este ajuste equivaldría a un aumento anual aproximado de 61% o $40.80 por parcela residencial.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-3A

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

MV00109034

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $108.00 per residential parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00109035

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $108 por parcela residencial será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

MV00109036

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00109037

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00109038

CSD ZONE E-3A
FY 2011/12 BUDGET

LANDSCAPE AREA		771,002.80	Square Feet or
		1.63	Acres
REVENUES			
Proposed Annual Zone E-3A Charge	**$**	**108.00**	**or $9.00 per month**
Number of parcels		470	
Total Revenue	**$**	**50,760.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	12,000.00	
Water (Eastern Municipal Water District)		2,400.00	
Electricity (SCE)		1,100.00	
Vandalism Repair		1,500.00	
Repair and Replacement		1,420.00	
Other (mulching, plant material replacement, etc.)		7,300.00	
Landscape Inspectors/Technicians and Support Services		15,604.00	
Parts and Equipment/Miscellaneous Direct Expenses		2,291.00	
Subtotal Direct Costs	$	43,615.00	
Indirect Costs			
Miscellaneous Indirect Expenses	$	625.00	
Special Districts Program Administration		2,354.99	
City Administration		4,165.01	
Subtotal Indirect Costs	$	7,145.00	
Total Expenses	**$**	**50,760.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-3A
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		771,002.80	Pies Cuadrados
		1.63	Acres
INGRESOS			
Carga Anual Propuesto para la Zona E-3A	**$**	**108.00**	**o $9.00 mensual**
Numero de parcelas		**470.00**	
Total de Ingresos	**$**	**50,760.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	12,000.00	
Agua (Eastern Municipal Water District)		2,400.00	
Electricidad (SCE)		1,100.00	
Reparación de Vandalismo		1,500.00	
Reparación o Reemplazo		1,420.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		7,300.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		15,604.00	
Partes y Equipo/Egresos Misceláneos Directos		2,291.00	
Subtotal de Costos Directos	$	43,615.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	625.00	
Administración de Programa de Servicios Especiales		2,354.99	
Administración de la Ciudad		4,165.01	
Subtotal de Costos Indirectos	$	7,145.00	
Total de Egresos	**$**	**50,760.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

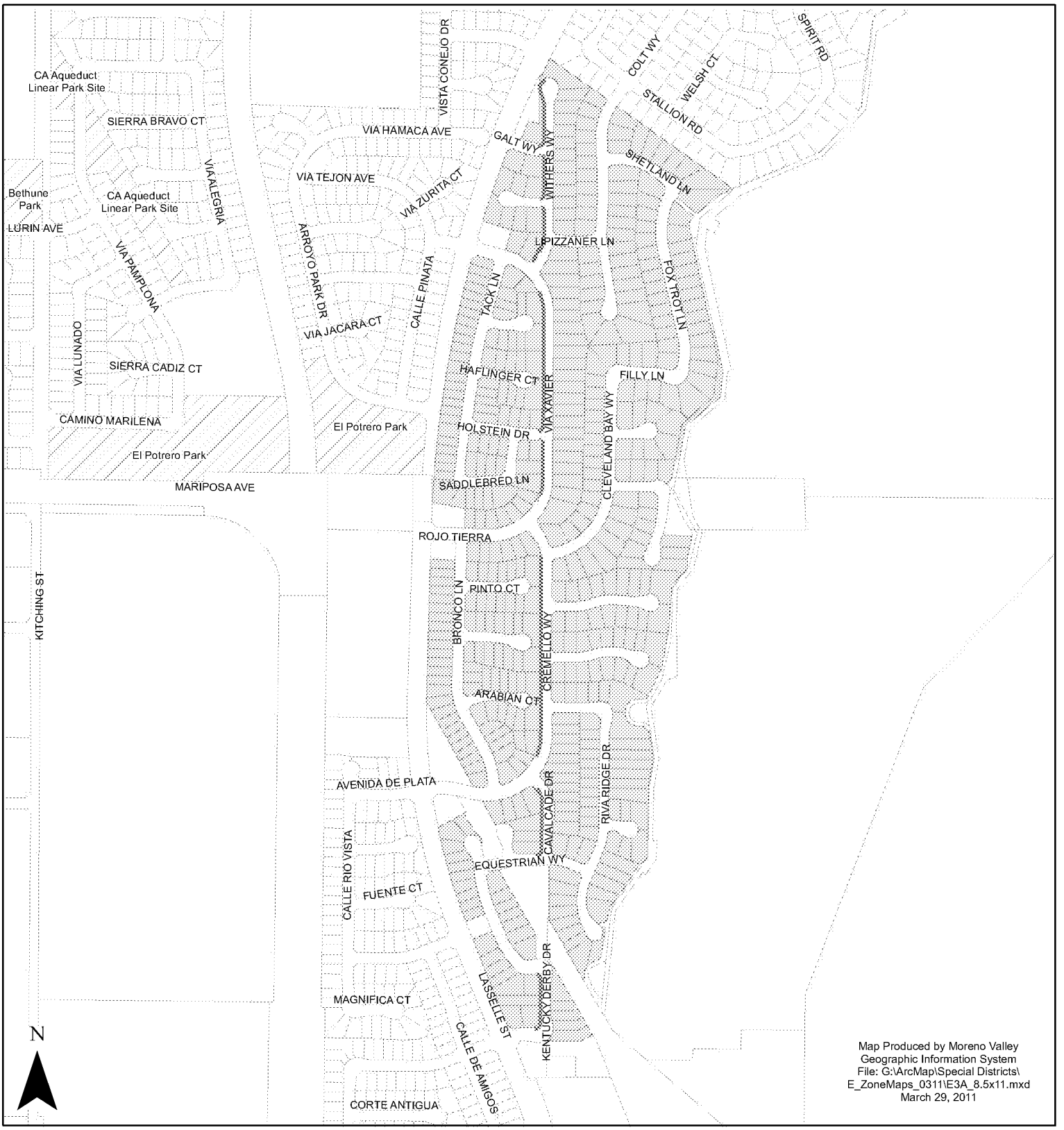

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 308511024
CSD ZONE E-3A (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-3A annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-3A. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel **($3.40 per month)**. The increase will adjust the approved annual charge from $67.20 to $108.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial **(a $3.40 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $67.20 a $108.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel. I understand landscaping services for Zone E-3A shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-3A serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000095
ROSA ESPINOZA

16556 WITHERS WAY
MORENO VALLEY CA 92555-3343

MV00109044

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-4 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-4 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $10.83 per month** to meet current costs. The Zone E-4 annual charges are collected on the County of Riverside property tax bills. The Zone E-4 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-4 are divided proportionally by the number of parcels or acres to determine the annual charge per parcel or acre.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-4

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-4. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $10.83 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-4 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-4 son divididos en proporción al número de parcelas o acres para determinar el costo anual por parcela o acres.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-4 annual charges for standard landscape maintenance services are $110.00 per residential parcel or $440.00 per acre for nonresidential or undeveloped parcels. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-4 program for FY 2010/11 is $251,873.60.

Proposed Charge

To meet current costs, the Zone E-4 charges are proposed to be adjusted to $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels. This equates to an estimated annual increase of approximately 118% or $130.00 per residential parcel or $520.00 per acre for nonresidential or undeveloped parcels.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-4 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-4 es de $110.00 por parcela residencial, $960.00 por acre no residencial o parcelas subdesarrolladas. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-4 durante el año fiscal 2010/11 es de $251,873.60.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-4 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas. Este ajuste equivaldría a un aumento anual aproximado de 118% o $130.00 por parcela residencial, $520.00 por acre no residencial o parcelas subdesarrolladas.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-4

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

MV00109049

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk).

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

MV00109051

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

MV00109052

CSD ZONE E-4
FY 2011/12 BUDGET

LANDSCAPE AREA		1,205,727	Square Feet or
		27.80	Acres
REVENUES			
Single Family Parcels (2,063)	**$**	**240.00**	**or $20.00 per month**
Nonresidential/undeveloped parcels (56.69 acres)	**$**	**960.00**	**or $80.00 per month**
Total Revenue	**$**	**549,542.40**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	173,985.00	
Water (Eastern Municipal Water District)		39,700.00	
Electricity (SCE)		3,500.00	
Vandalism Repair		1,900.00	
Other (mulching, plant material replacement, etc.)		101,586.40	
Landscape Inspectors/Technicians and Support Services		146,320.00	
Parts and Equipment/Miscellaneous Direct Expenses		19,801.00	
Subtotal Direct Costs	$	486,792.40	
Indirect Costs			
Miscellaneous Indirect Expenses	$	5,858.00	
Special Districts Program Administration		17,838.04	
City Administration		39,053.96	
Subtotal Indirect Costs	$	62,750.00	
Total Expenses	**$**	**549,542.40**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-4
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		1,205,727	Pies Cuadrados
		27.80	Acres
INGRESOS			
Parcelas de Unidades Familiar (2063)	**$**	**240.00**	**o $20.00 mensual**
Acres No Residenciales o Subdesarrollados (56.69 acres)	**$**	**960.00**	**o $80.00mensual**
Total de Ingresos	**$**	**549,542.40**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	173,985.00	
Agua (Eastern Municipal Water District)		39,700.00	
Electricidad (SCE)		3,500.00	
Reparación de Vandalismo		1,900.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		101,586.40	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		146,320.00	
Partes y Equipo/Egresos Misceláneos Directos		19,801.00	
Subtotal de Costos Directos	$	486,792.40	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	5,858.00	
Administración de Programa de Servicios Especiales		17,838.04	
Administración de la Ciudad		39,053.96	
Subtotal de Costos Indirectos	$	62,750.00	
Total de Egresos	**$**	**549,542.40**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

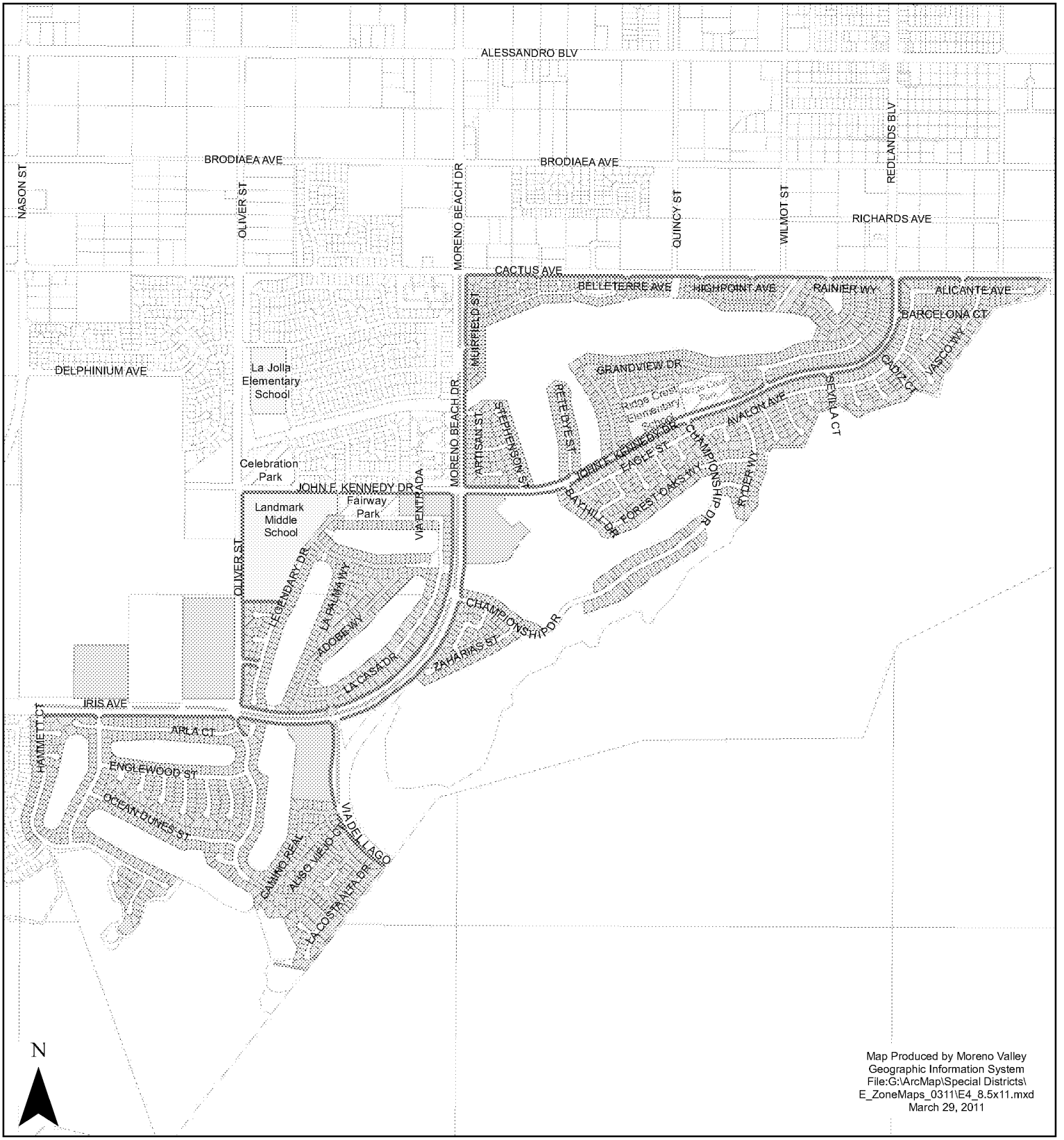

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY
WHERE DREAMS SOAR

MV00109057

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 304153013
CSD ZONE E-4 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-4 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-4. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel **(approximately $10.83 per month)**. The increase will adjust the approved annual charge from $110.00 to $240.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial **(aproximadamente $10.83 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $110.00 a $240.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel. I understand landscaping services for Zone E-4 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-4 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0002069
PETTY ERNESTINE DEFINED PENSIO
C/O RENEE PETTY
4200 PARK BLV NO 202
OAKLAND CA 94602

MV00109058

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: Public Hearing for Delinquent Residential Solid Waste Accounts

RECOMMENDED ACTION

Staff recommends that the City Council, after conducting the public hearing:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

BACKGROUND

Waste Management of the Inland Empire bills residential customers quarterly for solid waste services. Payments are made directly to Waste Management in advance for the following quarter. When a customer fails to make payment and the bill becomes more than sixty (60) days past due, the collection of the delinquent account is placed on the Riverside County property tax roll. This procedure was authorized by prior enactments of the City Council as reflected in Section 6.02.030 of the Moreno Valley Municipal Code. The option to collect delinquent payments was negotiated as part of the franchise agreement.

DISCUSSION

The City Council approved the collection of delinquent solid waste accounts through the property tax roll process on March 1, 1993. Since that time, delinquent charges have been placed on property tax bills annually in June.

Waste Management of the Inland Empire has submitted a preliminary list of approximately 7,638 delinquent accounts. This delinquent list is to be placed on the FY 2011/2012 tax roll if approved by Council. An official copy of the list is available in the City Clerk's office for public viewing. The maximum charge to be placed on the tax roll is $2,127,936.08. Although Waste Management accepted payment on delinquent accounts until June 21, 2011, there may be some additional deletions to the list or minor adjustments to the amounts prior to final submittal to the Riverside County Auditor.

As part of the notification process, Waste Management has mailed a "Notice of Delinquent Account" to the affected property owners and account holders, informing them of the intent to place all delinquent charges on the tax roll. These notifications are mailed on a quarterly basis which is over and above the minimum notification requirements as per Section 5470 of the California Health and Safety Code and the Moreno Valley Municipal Code Section 6.02.030. A public posting of the Council's action, in accordance with Section 6066 of the Government Code, is all that is required by law.

Procedurally, in order to collect these delinquent charges on the County tax roll, the City must file with the County Auditor a certified copy of Resolution 2007-72 along with the report as specified in California Health and Safety Code Section 5473.4 and Section 6.02.030 of the Moreno Valley Municipal Code.

ALTERNATIVES

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection and direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code.

2. Do not approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection and do not direct the City Clerk to file with the Riverside County Auditor a certified copy of the proposed resolution and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code. *If Council does not approve the placement of the delinquent solid waste accounts on the tax roll, it could result in a net loss of revenue to the City of approximately $258,118 in franchise fees.*

FISCAL IMPACT

The City receives a 12.13% franchise fee for revenue generated from the collection of delinquent accounts at the time of collection. Placement of these delinquent charges on the County property tax roll will ensure the City receives the revenues due from this source which would be approximately $258,118. This amount is deposited into the general fund.

Solid waste services are exempt from Proposition 218, as stated in Section 6(c) Property Related Fees and charges. This is because the obligation to pay does not arise due to the customer owning the property, it arises because the property is used in

a way which generates trash, and the customer did not choose to legally self-haul. Furthermore, the fee is not an encumbrance on the property, although delinquent fees can become the subject of a judgment lien.

CITY COUNCIL GOALS

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

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

NOTIFICATION

A "Notice of Public Hearing" was published on June 14, 2011 and June 21, 2011, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council's action will also be done in accordance with section 6066 of the Government Code. In addition, Waste Management mailed payment requests to the attached accounts through a separate notice sent to property owners where the property could be identified as non-owner occupied. An official list of the submitted delinquent accounts is available in the City Clerk's office. This list represents the maximum charges which can be placed on the property tax roll for FY 2011/2012.

ATTACHMENTS

Exhibit "A": Resolution 2007-72 repealing, revising, and reenacting the provisions of Resolution 2005-53, and authorizing the collection of delinquent and unpaid taxes and charges for solid waste collection on the tax roll.

Prepared By:
Ariana Ayala
Management Analyst

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2007-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 2005-53, AND AUTHORIZING THE COLLECTION OF DELINQUENT AND UNPAID TAXES AND CHARGES FOR SOLID WASTE COLLECTION ON THE TAX ROLL.

WHEREAS, the City Council has heretofore adopted Chapter 6.02 of Title 6 of the City of Moreno Valley Municipal Code relating to refuse collection, transfer and disposal services; and

WHEREAS, Section 6.02.030 of Chapter 6.02 provides for the collection of delinquent and unpaid fees and charges on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes, pursuant to the provisions of Section 5473 of the California Health and Safety Code; and

WHEREAS, said delinquent and unpaid fees and charges are those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date; and

WHEREAS, Section 5473.10 of the Health and Safety Code provides that in addition to delinquent fees and charges, the amount collected on the tax roll may also include a 10% basic penalty for nonpayment of those fees and charges and, in addition, a penalty of 1½% per month for nonpayment of those fees, charges and the basic penalty; and

WHEREAS, it is in the best interests of the City that delinquent and unpaid fees and charges for refuse collection be collected on the tax roll; and

WHEREAS, the City Council has heretofore caused a report to be prepared, a copy of which is on file in the office of the City Clerk, which identifies each parcel of real property (without consideration of the value of said property) receiving such refuse collection services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by Chapter 6.02, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the City Council has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any;

EXHIBIT A

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

1. Resolution No. 2005-53, as adopted by the City Council on June 28, 2005, is hereby repealed, the repeal to be effective only upon the date of adoption of this resolution. No action commenced pursuant to the authority granted by Resolution No. 2005-53 shall be invalidated or otherwise affected by the repeal thereof.

2. Delinquent and unpaid fees and charges for solid waste collection as set forth in said report, and herein confirmed, shall be collected on the tax roll in the same manner, by the same persons as, and at the same time as, together with and not separately from, the City's general taxes, pursuant to the provisions of Chapter 6.02 of the City of Moreno Valley Municipal Code and Section 5473 of the California Health and Safety Code.

3. On or before August 10th of each year following the final determination of the delinquent charges, the City Clerk shall file with the auditor of the County of Riverside a certified copy of this resolution together with a certified copy of said report endorsed with a statement over her signature that the report has been finally adopted by the City Council.

4. The auditor shall enter the amounts of the charges against the respective lots of parcels of land as they appear on the current assessment roll.

5. Said election to collect delinquent and unpaid fees and charges shall remain in effect until December 31, 2012, unless otherwise repealed or amended by the City Council.

APPROVED AND ADOPTED this 26th day of June, 2007.

Mayor

ATTEST:

Alice Reed
City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, ALICE REED, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2007-72 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of June, 2007 by the following vote:

AYES: Council Members Flickinger, Stewart, West, Mayor Pro Tem Batey, and Mayor White

NOES: None

ABSENT: None

ABSTAIN: None

Alice Reed
CITY CLERK

(SEAL)

Resolution No. 2007-72
Adopted June 26, 2007

MV00109064

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its December 9, 2010, meeting approved Planning Commission Resolution No. 2010-26, by a 4-2 vote denying PA09-0027, a Conditional Use Permit to add liquor sales at an existing convenience store. On December 22, 2010 the applicant, Soon-Yi Choi filed an appeal of the Commission's denial.

BACKGROUND

The project PA09-0027 is a request for a Conditional Use Permit to sell alcohol (beer and wine only) at the Big #6 Food Mart during the hours of 8:00 am until 8:30 pm. The convenience store is located at 21748 Cottonwood Avenue on the northwest corner of Cottonwood Avenue and Edgemont Street. The applicants, Mr. and Mrs. Choi have owned and operated the neighborhood convenience store since August of 2004.

The primary land use designation for the site is Neighborhood Commercial (NC). The primary purpose of the NC district is to provide for the convenient location of neighborhood centers which provide limited retail commercial services. The existing convenience store complies with the land use within the NC district.

The surrounding zoning includes Business Park (BP) and Residential. Business Park is the majority of the zoning adjacent to and to the south and west, however, the existing uses, adjacent to the site are single family and multi-family residential. Multi-family zoned parcels are located to the east and north both developed residential and vacant land.

The proposed project consists of a Conditional Use Permit (CUP) to sell beer and wine during the hours of 8am to 8:30pm. The Municipal Code requires a CUP when a business is applying for the approval to sell alcohol within 300 feet of a residential use or zone.

The Department of Alcoholic Beverage Control (ABC) processes license applications for the sale of alcoholic beverages. Census Tract information is used to determine the saturation level of license within a given area. The Census Tract which includes the proposed project also includes businesses south to Alessandro as well as the alcohol selling establishments located on Day Street, both within Moreno Valley as well as the City of Riverside. Based on information from ABC, the proposed project is within a Census Tract with an over concentration of alcoholic sales. A maximum of two (2) businesses are allowed off-site sales of alcohol within the Census Tract. Currently, this Census Tract has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses. (See attached list as Attachment 4). Based on the over-concentration and a review of crime statistics, the Police Department opposed the granting of the Conditional Use Permit at the Planning Commission hearing.

The Planning Commissioners discussed the project and by a 4-2 vote, denied the project based on the information provided including the over-concentration and the existing and potential crime related incidents in the area. Several members of the public also spoke or provided written opinions regarding the project with 2 opposing and 2 speaking for the project.

Subsequent to the Planning Commission hearing and denial, several meetings were held with City Council members, the Police Department and City staff. Based on new information provided at those meetings, the Police Department removed its opposition to the granting of the Conditional Use Permit and sent a letter to the Department of Alcoholic Beverage Control (ABC) which will allow the sale of beer and wine for off site consumption. To coordinate with that letter and address other site issues, the proposed Conditions of Approval include the following items.

1. No trespassing /loitering signs posted at the entrance and in the parking lot.

2. Recordable Security camera system with coverage inside and outside of the business.
3. Limit the times of alcohol sales.
4. Painting the existing building.
5. Painting the exterior fencing.
6. The addition of landscaping.

The proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act minor as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

The project was before the Planning Commission on December 9, 2010 with the appeal filed on December 22, 2010. The applicant requested additional time to contact City Council members to discuss the project prior to staff presenting the item to the City Council for their decision.

ALTERNATIVES

1. The City Council could approve the project and adopt Resolution No. 2011-66 to approve the project attached as Attachment 3 with attached Conditions of Approval, Exhibit A.
2. The City Council could uphold the Planning Commissions decision and deny the project with Resolution No. 2011-65 attached as Attachment 2.
3. The City Council could modify the project as presented.

NOTIFICATION

Notice of the City Council public hearing appeared in the Press Enterprise newspaper on June 18, 2011, posted on the affected property, and mailed to all surrounding property owners of record within 300 feet of the affected property.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Proposed Resolution for denial of PA09-0027.
3. Proposed Resolution for approval of PA09-0027 with Conditions of Approval attached at Exhibit A.
4. Alcoholic Beverage Control Census Tract
5. Planning Commission Staff Report dated December 9, 2010 (w/o attachments).
6. Planning Commission minutes for December 9, 2010.
7. General Plan Map.
8. Zoning Map
9. Aerial Photograph
10. Letter from Arnold Nunez

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s)

delivered to the City Council at, or prior to, the Public Hearing.

CASE : **PA09-0027 (Conditional Use Permit)**

APPLICANT: **Soon-Yi Choi**

OWNER: **Soon-Yi Choi**

REPRESENTATIVE: **Justin Kim**

LOCATION: **21748 Cottonwood Avenue (APN: 263-160-037)**

PROPOSAL: Conditional Use Permit application to allow the Big #6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license obtained from the Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 am and 8:30 pm.

ENVIRONMENTAL DETERMINATION: The project will not have a significant effect on the environment because it will occur within an existing structure and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), as a minor alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

COUNCIL DISTRICT: No 5

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence

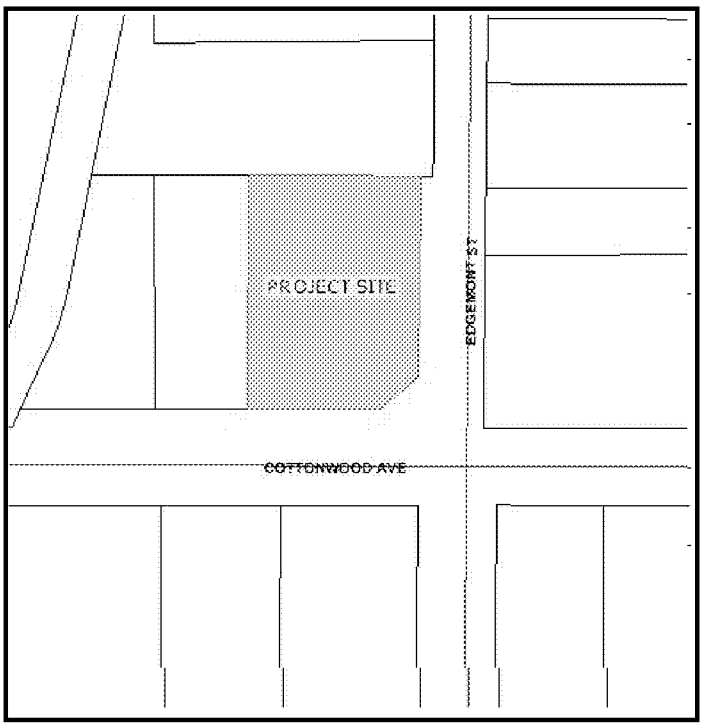

LOCATION **N↑**

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 28, 2011 at 6:30 PM

CONTACT PLANNER: Julia Descoteaux

PHONE: (951) 413-3209

ATTACHMENT 1

RESOLUTION NO. 2011-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DENYING PA09-0027 A CONDITIONAL USE PERMIT TO ALLOW ALCOHOL SALES (BEER AND WINE) AT THE EXISTING CONVENIENCE STORE LOCATED AT 21748 COTTONWOOD AVENUE APN # 263-160-037

WHEREAS, the applicant, Soon Yi Choi, has filed an application for the appeal of a Planning Commission denial of PA09-0027, a Conditional Use Permit to sell alcohol (beer and wine) at the existing convenience store as described in the title of this resolution.

WHEREAS, the denial of a project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements. However, the proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

.

WHEREAS, on December 9, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit. At said meeting, the Planning Commission recommended denial of Conditional Use Permit (PA09-0027), and;

WHEREAS, on December 22, 2010, an application was submitted to the City appealing the Planning Commission's action to deny the project to the City Council for their consideration.

WHEREAS, on June 28, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the subject Conditional Use Permit;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA09-0027:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

ATTACHMENT 2

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan land use Commercial (C). The existing use, excluding beer and wine, is compatible with those uses permitted within the Commercial land use district as depicted within the Municipal Code. All alcohol related uses require a Conditional Use Permit.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: A convenience store, selling beer and wine, would be considered as a conditionally permitted land use under the Neighborhood Commercial zoning designation. Based on an over concentration of alcohol sales in the Census tract, the selling of off-sale beer and wine or any other liquor product at the site is not considered a compatible land use and was determined to produce safety concerns for the general vicinity.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The Moreno Valley Police Department has expressed concerns regarding the compatibility of liquor sales to the area and the current and possible criminal activity as they currently respond to numerous calls for service in this area including alcohol related incidents, narcotic sales and gang activity.

   Information received from the Department of Alcoholic Beverage Control (ABC), stated there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. However, this Census Tract currently has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The existing convenience store without liquor sales is compatible with the existing and planned land uses in the vicinity.

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

1. Deny PA09-0027, a Conditional Use Permit for the sale of alcohol (beer and wine) Resolution 2011-_____.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RESOLUTION NO. 2011-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING PA09-0027 A CONDITIONAL USE PERMIT TO ALLOW ALCOHOL SALES (BEER AND WINE) AT THE EXISTING CONVENIENCE STORE LOCATED AT 21748 COTTONWOOD AVENUE APN # 263-160-037

WHEREAS, the applicant, Soon Yi Choi, has filed an application for the appeal of a Planning Commission denial of PA09-0027, a Conditional Use Permit to sell alcohol (beer and wine) at the existing convenience store as described in the title of this resolution.

WHEREAS, the project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements. The proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

.

WHEREAS, on December 9, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit. At said meeting, the Planning Commission recommended denial of Conditional Use Permit (PA09-0027), and;

WHEREAS, on December 22, 2010, an application was submitted to the City appealing the Planning Commission's action to deny the project to the City Council for their consideration.

WHEREAS, on June 28, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the subject Conditional Use Permit;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA09-0027:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan land use Commercial (C). The existing use, excluding beer and wine, is compatible with those uses permitted within the Commercial land use district as depicted within the Municipal Code. All alcohol related uses require a Conditional Use Permit.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: A convenience store, selling beer and wine, would be considered as a conditionally permitted land use under the Neighborhood Commercial zoning designation.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: Information received from the Department of Alcoholic Beverage Control (ABC), stated there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. However, this Census Tract currently has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses. The Census tract includes the major retail centers along Day Street in Moreno Valley and Riverside which includes a number of large retailers with alcohol sale licenses. The nearest existing license is on Alessandro Boulevard, over one-half miles from the site.

   The Moreno Valley Police Department has provided a letter of "public convenience and necessity" to the Department of Alcoholic Beverage Control (ABC) for the Big 6 Foot Mart.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The existing neighborhood convenience store is compatible with the existing and planned land uses in the vicinity.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO

VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Approves Resolution 2011-____ approving PA09-0027 a Conditional Use Permit for the sale of alcohol (beer and wine) subject to the attached Conditions of Approval included at Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA09-0027 CONDITIONAL USE PERMIT
21748 COTTONWOOD AVENUE

APPROVAL DATE: **June 28, 2011**
EXPIRATION DATE: **June 28, 2014**

X Planning (P)
X Building (B)
X Police Department (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)

P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Special Conditions

P5. **The site has been approved for the Big #6 Food Mart to sell alcohol (Beer and wine only for off premises consumption). A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**

P6. **Within 90 days of approval, the exterior of the building shall be painted. Colors shall be submitted to the Community and Economic Development Department for review and approval.**

P7. **Within 90 days of approval, the existing tubular steel fence shall be painted.**

P8. **Delivery operations will be conducted between the hours of 7 am and 8 pm. Loading or unloading activities shall be conducted from designated loading area. (MC 9.10.140, CEQA)**

P9. **The convenience store parking lot lighting shall be maintained in good repair and shall comply with the Municipal Code lighting standards of a minimum of one (1) foot candle and a maximum of eight (8) foot candle.**

P10. **Business hours shall be 8 am to 8:30 pm Sunday through Saturday.**

P11. **An outdoor trash receptacle shall be provided on site.**

P12. **Any convenience store selling alcoholic beverages shall post the premises with signs prohibiting the consumption of alcoholic beverages on-site.**

P13. **The owner or owner's representative shall establish and maintain a relationship with the City of Moreno Valley and cooperate with the Problem Oriented Policing (POP) program, or its successors.**

P14. **Landscaping shall be installed along the west property line to include irrigation , shrubs a minimum of 4 trees and groundcover.**

P15. **All non operating vehicles and shipping containers shall be removed.**

P16. **The applicant shall schedule and pay for a Planning inspection within 90 days of approval and annually thereafter to confirm compliance with these Conditions of Approval.**

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Addresses shall be in plain view, visible from the street and visible at night.

PD2. All exterior doors in the rear and the front of the buildings shall display an address or suite number.

PD3. No trespassing/loitering signs posted at the entrance and in the parking lot.

PD4. Recordable security camera system with coverage inside the business and parking lot.

PD5. Hours for the sale of beer and wine shall be between 8:00 am and no later than 8:00pm.

PD6. All rear exterior doors should have an overhead light (low sodium or comparable).

PD7. The exterior of the building should have high-pressure sodium lights and/or metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.

PD8. Landscape ground cover should not exceed over 3 feet in height from in the parking lot.

PD9. Bushes that are near the exterior of the building should not exceed 4 feet in height and should not be planted directly in front of the buildings or walkways.

PD10. Cash registers shall be placed near the front entrance of the store.

PD11. Window coverings shall comply with the City ordinance.

PD12. No loitering signs shall be posted in plain view throughout the building.

California Department of Alcoholic Beverage Control
For the County of RIVERSIDE - (Off-Sale Licenses) and Census Tract = 425.05

Report as of 12/9/2010

	License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	328445	ACTIVE	21	4/17/1997	3/31/2011	SAMS WEST INC 6363 VALLEY SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	SAMS CLUB 6378	702 SW 8TH ST, DEPT 8916 ATTN MARIBEL LA CHANCE BENTONVILLE, AR 72716-0500	3312
2)	411032	ACTIVE	20	12/3/2004	11/30/2010	TARGET CORPORATION 2755 CANYON SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	TARGET 1843	1000 NICOLLET MALL, TPN-0910 ATTN CAROLE HELMIN MINNEAPOLIS, MN 55403-2542	3312
3)	423414	ACTIVE	20	2/10/2006	1/31/2011	COST PLUS INC 2698 CANYON SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	COST PLUS WORLD MARKET	PO BOX 23350 OAKLAND, CA 94623-2335	3312
4)	461135	ACTIVE	20	12/10/2007	11/30/2010	MOLLER INVESTMENT GROUP INC 6189 DAY ST RIVERSIDE, CA 92507-0925 Census Tract: 0425.05		6591 COLLINS DR, STE E-11 MOORPARK, CA 93021-1493	3312
5)	473678	ACTIVE	21	1/20/2009	6/30/2011	SMART & FINAL STORES LLC 2744 CANYON SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	SMART & FINAL STORE #521	PO BOX 512377 LOS ANGELES, CA 90051	3312
6)	479805	ACTIVE	20	7/29/2009	6/30/2011	DAY RIVERSIDE	DAY	411 S GRETNA	3312

ATTACHMENT 4

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						PETROLEUM LLC 6287 DAY ST RIVERSIDE, CA 92507 Census Tract: 0425.05	RIVERSIDE PETROLEUM LLC	GREEN WAY LOS ANGELES, CA 90049	
7)	485841	ACTIVE	20	2/11/2010	1/31/2011	BAHOU, METHAQ 21942 ALESSANDRO BLVD MORENO VALLEY, CA 92553-8208 Census Tract: 0425.05	LA BUENA MARKET	39260 VIA BELLEZA MURRIETA, CA 92563-4869	3321
8)	500871	ACTIVE	21	10/29/2010 8:50:01 AM	6/30/2011	WAL MART STORES INC 2663 CANYON SPRINGS PARKWAY RIVERSIDE, CA 92507-0911 Census Tract: 0425.05	WALMART STORE 1899	702 SW 8TH ST, DEPT 8916 ATTN MARIBEL LA CHANCE BENTONVILLE, AR 72716-0500	3312

- - - End of Report - - -

For a definition of codes, view our glossary.

PLANNING COMMISSION
STAFF REPORT

Case:	PA09-0027 (Conditional Use Permit)
Date:	December 9, 2010
Applicant:	Soon-Yi Choi
Representative:	Justin Kim
Location:	21748 Cottonwood Avenue (263-160-037)
Proposal:	Conditional Use Permit application to allow the Big #6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license obtained from the Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 am and 8:30 pm.
Redevelopment Area:	Yes
Recommendation:	Denial

SUMMARY

The applicant, Soon-Yi Choi has submitted a Conditional Use Permit for the sale of beer and wine within the existing convenience store located at 21748 Cottonwood Avenue.

ATTACHMENT 5

PROJECT DESCRIPTION

Project

The Conditional Use Permit application proposes the sale of beer and wine at the existing Big #6 convenience store between the hours of 8:00am and 8:30pm. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street.

The primary land use designation for the site is "NC" (Neighborhood Commercial). The primary purpose of the NC district is to provide for the convenient location of neighborhood centers which provide limited retail commercial services. The existing convenience store complies with the land use within the NC district.

The proposed project consists of a conditional use permit which is necessary to provide conditions of approval for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of a residential use.

Based on information from the Department of Alcoholic Beverage Control (ABC), there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. Currently, this Census Tract has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses.

The Moreno Valley Police Department believes and feels that a liquor store in this area will add to the already high rate of criminal activity, The Moreno Valley Police Department responds to several calls for service in this census tract, ranging from narcotic sales, to gang activity.

It is Moreno Valley Police Department's opinion that the existence of another off sale premise would not serve the best interest of the community or the surrounding residential neighborhoods.

Staff is recommending denial of the Conditional Use Permit based on the above information. In the event the Planning Commission should want to approve the request, the proposed Conditional Use Permit shall be referred back to staff for Conditions of Approval and a revised Resolution.

The denial of a project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements.

Surrounding Area

The project site is surrounded by Business Park zoning to the north, south and west with residentially zoned Residential 10 (R10) to the east. The adjacent parcel to the north zoned Business Park is currently developed with a multi-family structure. Further north is zoned R10. Most properties to the south although zoned Business Park currently are existing single family homes.

Access/Parking

The existing convenience store has access from Cottonwood. The property is surrounded by a tubular steel fence.

REVIEW PROCESS

The project was submitted on September 29, 2009. Due to the location and type of project, namely a developed site with no major alterations to the existing structure, the transmittal was not sent to outside agencies. The project was reviewed by the Planning Division for consistency with the Municipal Code and routed to the Moreno Valley Police Department for their review.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, there were no inquiries in response to the noticing for this project.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2010-26, thereby:

1. **DENYING** PA09-0027 (Conditional Use Permit) with no action on the environmental required.

Prepared by:

Julia Descoteaux
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2010-26 with Conditions of Approval
3. Land Use Plan
4. Aerial Photograph

COMMISSIONER MARZOEKI – I'll do it. I'd like to make a motion that the Planning Commission **APPROVE** Resolution No. 2010-25 and thereby:

1. **RECOGNIZE** that P10-020 Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15332 Infill Development Projects; and,
2. **APPROVE** P10-020 Conditional Use Permit subject to the attached conditions of approval included as Exhibit A.

COMMISSIONER GELLER – Second

CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Thank you and good luck. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Perfect. Thank you. Okay our next item is Item 720

720

PA09-0027 Conditional Use Permit

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening, this is Julia Descoteaux, Associate Planner. The item before you; a Conditional Use Permit application proposes the sale of beer and wine at existing Big #6 Food Mart Convenience Store between the hours of 8:00 a.m. and 8:30 p.m. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street. The primary land use for this parcel is Neighborhood Commercial. The Neighborhood Commercial District is to provide for the convenient location of neighborhood centers which provide limited retail and commercial services. The existing convenience store complies with the land use within the Neighborhood Commercial District.

The proposed project consists of adding the discretionary approval… The Conditional Use Permit for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of residential. Based on the information from the Department of Alcohol and Beverage Control there is

ATTACHMENT 6

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currently an over-saturation of alcohol sales within the census tract where this location is.

The Moreno Valley Police Department believes and feels that a liquor store in this area would add to a high rate of criminal activity. The project site is surrounded by Business Park zoning to the north, south and west and residential zoned property to the east. The adjacent parcel is actually zoned Business Park but currently developed with a multi-family structure.

To date I have received two phone calls regarding this project. One was an information only question with no opinion either way and the second one I have provided you a copy of it. It was an email that I received regarding opposing the project.

Staff is recommending denial of the Conditional Use Permit based on the above information and the Police Department was unable to attend tonight due to other commitments. This concludes Staff's presentation and at this time we can answer any questions for you.

CHAIR DE JONG – Thank you. I think… is there somebody from the Police Department. Okay, so there is now. Thank you. Commissioner questions of Staff? We have none, thank you. At time I'm going open up Public Testimony and call the Applicant forward.

COMMISSIONER GELLER – Do you want to have the Police Department say whatever they wanted to say first?

CHAIR DE JONG – Alright that's not a bad idea. Thank you. Let me close Public Testimony and is there something that the Police Department wanted to add to this prior to Public Testimony. Come up to the microphone sir so that way we can get it on tape. Thank you. If you would mind please stating your name for the record.

OFFICER HUDSON – It is Officer Hudson. I'm with the Moreno Valley Police Department and currently working with ABC Alcohol, Beverage and Control for the Department. At this time I was the one that actually wrote the Convenience and Necessity Letter and within that letter basically we showed our opinion of the area of some of the criminal activity that has been occurring there in the last several years. Also we have received letters from some of the residents that live in the area opposing this project, so there are numerous things that we looked at as far as this project before we made our opinion or our decision on it. I don't know if you have the actual letter with you…

CHAIR DE JONG – No

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OFFICER HUDSON – If you need a copy of that that is fine. I can also give you a copy of the letter that I sent to ABC with our opinion on that.

CHAIR DE JONG - Can you summarize…

OFFICER HUDSON – Basically within this letter that we wrote, we believe a lot of it has to do with the criminal activity within this area between Cottonwood and Edgemont. With that criminal activity is also saturation of facilities selling alcohol within this area. According to ABC they actually allowed and I'm not seeing it on this letter, but I believe it was six in the area and now this one will be eight, saturating this area.

CHAIR DE JONG – That's what our Staff Report confirms

OFFICER HUDSON – So that's our opinion on that sir.

CHAIR DE JONG – Okay, alright. Are there any questions of the Officer?

COMMISSIONER SALAS – How close is nearest store that sells alcohol. How close is the nearest availability to buy alcohol from this location? Do you know?

OFFICER HUDSON – The closest location is going to be on Alessandro, which is just south of this location.

COMMISSIONER SALAS – And this is on Cottonwood, correct?

OFFICER HUDSON – This is on Cottonwood and Edgemont; yes sir.

CHAIR DE JONG – How big is the census area that you look at?

OFFICER HUDSON – As far as?

CHAIR DE JONG – It mentions the census tract. I think there are six businesses you said within tract and currently there is eight right now, so how big is that census tract?

OFFICER HUDSON – Actually ABC determines what that census tract is going to be. I don't really understand if they do it by mileage or if they break it up into areas within the city, but that is who actually does the censorship tract is ABC.

CHAIR DE JONG – Alright but in summary the Police Department just feels that selling alcohol would be a detriment to the area? Is that your opinion?

OFFICER HUDSON – Correct

CHAIR DE JONG – Okay thank you.

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PLANNING OFFICIAL TERELL – Just about the geography, I know the dividing line is at Ellsworth; so it's roughly Ellsworth, Eucalyptus, Old 215 and Alessandro are the boundaries of the census tract

CHAIR DE JONG – Okay, that helps. Yes that helps. It's not really large.

COMMISSIONER SALAS – So there are seven now and this would be eight. Is that what we're saying?

PLANNING OFFICIAL TERELL – There are eight now and that is six over the normal; the base limit.

COMMISSIONER MARZOEKI – That would make it nine

CHAIR DE JONG – They allowed six and there are currently eight.

PLANNING OFFICIAL TERELL – There allowed two and there are eight.

CHAIR DE JONG – There is currently six and this would nine

ASSOCIATE PLANNER DESCOTEAUX – They allowed two…

COMMISSIONER SALAS – No matter what it is over what we recommend right?

OFFICER HUDSON – Yes sir

CHAIR DE JONG – Okay, are there any other questions? Thank you sir.

OFFICER HUDSON – Thank you

CHAIR DE JONG – Okay at time I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT – Good evening Commissioners. My name is Justin Kim. I'm from Los Angeles. I'm the representative for the Applicant. I'm delighted to be before you today. I never knew Moreno Valley was almost three hours from LA. I killed my Bluetooth headset on the way here. It's dead now because of all my talking on the phone, so I appreciate the time before you today.

Our Applicant, Mr. and Mrs. Choi have been at this location since 2004. I would like to note that they made a significant commitment to the community of Moreno Valley because they purchased the property. They are not leasing or not just renting. They purchased the property with the intent of finishing out their business career in the City of Moreno Valley. They applied for an ABC license back I believe in 2005 and at that time I'm not really sure what happened but I

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think they were a little discouraged by the process so they withdrew their application. I think at that time there was discussion of maybe over concentration of licenses in this area but I would like to note for the Commissioners that since that time in 2005 when they applied, the City of Moreno Valley granted six licenses in this census tract. It was two at that time, so I don't really think it would have been as big an issue back then with the numbers as it is now, but it is a routine procedure that although the Department of Alcoholic Beverages Control allows for a set number of licenses, it is not abnormal to go over that number as long as you can prove public convenience and necessity for such a use.

One thing I would like to note, I'm not a resident of Moreno Valley so I'm not really sure, but I did notice that out of the six that were approved since 2005 or actually even out of the eight, I think only two uses are only mom and pop. Just judging from the piece of paper in front of me I mean most of the uses are Sam's Club, Target; the bigger name corporations and although it is a little daunting to compare ourselves to an organization like a Sam's Club or Costco or something like that, I'd like to add that for someone like my client; having done this work for as long as I have, I think it is almost better to have a person like this in your community and the reason that I say that it is better is kind of an abstract word, but this is their livelihood; this is their life savings; this is what they have invested; everything into one nest-egg and someone like this would be a very responsible business owner in your community because they don't have the luxury of failing at this and going onto something else.

I would much more trust people like this to represent alcoholic beverage sales than a larger company where I have 100 minimum wage workers checking in and out or talking or their cell phones or thinking about what they are going to do after their shift and not really paying attention, because I think the most important thing that ABC looks at is sales to minors is a huge, huge thing for ABC. That's like the nexus of all the problems that they are trying to keep people off the roads after they have been drinking, especially young people. They are just trying to get them to stay away from drinking period and I'd like to add that my client has had three different businesses with alcohol and beverage licenses in the last 15 years and I think she has 15 years experience. I have printouts from ABC. She has never once had a violation; she or her husband have never once had a violation and to be a property owner with a proven track record with ABC, I'm just hoping the Commissioners will give this a little bit of thought and you know and maybe consideration that even though the numbers seem daunting, if you are ever going to take a chance on someone, my clients would be a good bet for the City of Moreno Valley to give a little consideration to them. I have printouts here for the Commissioners if you would like to review them later on.

They have the experience here. I have 193 signatures on a petition here from residents within a couple blocks of the store asking for this. At certain times I think it has been referred to as a convenience store and liquor store by the Police Department, but I've been in a lot of liquor stores don't carry things that these

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people carry. I mean except for a full service counter, I mean they carry fruits and vegetables. It is not something… soda, chips and hopefully alcohol type of premise. I mean they carry the basic needs that even a single mom or an elderly person or a child who wants to have something to eat or cook something could go and get basic ingredients for having a meal at home. This is not something that is just a stop in and get a soda or a candy bar type of store and I was surprised that the amounts of items that they carry there. I had only been there that one time when I first went there and was like wow this is full. This store is full of different items, so I would like for the Commissioners to take this into consideration that they've made a serious commitment to the City; they have tried before and they didn't understand the process back then, so they were easily discouraged but they made a commitment to the community. They made a commitment you know with our company to have us represent them and I really think that with what I have told you tonight, I think they merit at least a chance at getting this. They are very serious about getting this and being responsible and I think that their track record proves it, so I thank you for your time and if you have any questions I'd be more than happy to answer them.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant?

COMMISSIONER DOZIER – Is the store profitable without beer and wine? Are they doing well as a business where they are?

APPLICANT – I think in this economy I really don't think anyone is doing well per say but they are doing okay, but I think the main reason that they want to do it is not for a profit standpoint. I don't want anyone to perceive that they are being greedy about this, but over the years they have been asked by people why can't you do this. I come here to get things that I need without having to drive; without having to sit in traffic; without having to park. I can just come in and get what I need. Why can't I get this? I mean that is their main push for this was when they purchased this market they thought that maybe we could add this as an added convenience to our patrons, but you know they hit the wall once and now they are trying again, but it is mostly from people in the community that are asking. I'm sure that there are people in the community that are not for this, but I have people in the community that were not paid or not coerced but just asked we want to do this; what do you think and 193 people came forward and signed and said we want this; we approve this and they are people that live there. They are not people that are transient like going to work. In that neighborhood if you have been out that way, it is a residential neighborhood per say. It's not really a high thoroughfare type of road I don't believe, but I think the people are speaking and I hope that we can get some consideration for this because it is not from a greed standpoint but a public convenience or a necessity and people are clamoring for it.

CHAIR DE JONG – Okay

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COMMISSIONER GELLER – I have a question and I'd like to see that.

APPLICANT – Oh yes sir

COMMISSIONER GELLER – The conditions say that they would be able to sell from 8:00 a.m. to 8:30 p.m. I assume they are open more hours than that.

APPLICANT – No sir. Thank you very much Commissioner Geller. That is the only hours they want to be open, so they are not trying to do late night sales either.

COMMISSIONER GELLER – Is the store open beyond those hours?

APPLICANT – No

COMMISSIONER GELLER – Are they open at 8:00 a.m. and close at….

APPLICANT – Let me check for you.

COMMISSIONER GELLER – Okay

APPLICANT – They close at 8:00 right now. They are just asking for 30 minutes.

COMMISSIONER GELLER – So they want to sell alcohol when they are open?

APPLICANT – Yes sir

COMMISSIONER GELLER – Okay they're not open beyond… they won't be open beyond 8:30?

APPLICANT – Yes sir, they are not going to try and do operating hours versus sales hours. It is just set hours.

COMMISSIONER GELLER – Okay

COMMISSIONER SALAS – They stated that seven or eight licenses are already in the area and that some of them are to the major stores like Sam's Club or Costco or whatever. Do you know how many of those there are to the major chains of the licenses in the area?

APPLICANT – Actually sir if you indulge me… Sam's Club, Target, Cost Plus; there is one with no DBA so I'm not sure what this is. It is more of an investment group incorporated; Smart and Final, Riverside Petroleum which I believe is probably a gas station; La Buena Market and Walmart.

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COMMISSIONER SALAS – So basically we're talking about major chains here

APPLICANT – Exactly

COMMISSIONER GELLER – Smart and Final is gone

APPLICANT – I'm sorry, I wasn't aware

PLANNING OFFICIAL TERELL – It sounds like all of those licenses are in the City of Riverside.

COMMISSIONER SALAS – Yes exactly

APPLICANT – Oh I'm sorry, they all fall within the census tract

PLANNING OFFICIAL TERELL – Which is just north of the area identified, so that census tract apparently extends out of the City.

COMMISSIONER SALAS – So basically they fall in that ABC designated for six or less but they are major stores. Okay, thank you

APPLICANT – Thank you sir

CHAIR DE JONG – Okay are there any other Commissioner questions of the Applicant?

COMMISSIONER BAKER – Yes I think I know where we're at on this. This is beer, wine and hard alcohol right?

APPLICANT – Beer and wine

COMMISSIONER BAKER – Beer and wine only… Okay no hard liquor. Okay very good, thanks

APPLICANT – No sir

CHAIR DE JONG – Are there any other questions? Okay thank you

APPLICANT – Thank you. I'm sorry; would you like to have a copy of their previous history with ABC?

CHAIR DE JONG – Okay I have one speaker. Matthew Fields please come up. There is a three minute time limit. Thank you.

SPEAKER FIELDS – My name is Matthew Fields Jr. I live at 13455 Edgemont Street, Moreno Valley. I have lived in my house for 15 years now and this

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convenience store is close to Big 6 Market Liquor. Years ago it was a long distance to pick up liquor or something like that at other stores. I didn't have one close by. It is a pretty clean store. The people there are pretty nice in the neighborhood. A few there enjoy them. There are some pretty nice people there. So I would have no problem. I live probably two houses down from the market. I wouldn't have any problem with that.

CHAIR DE JONG – Alright thank you. Okay ma'am if you want to speak, it is your turn and if you could please state your name and address for the record and then please fill out a Speaker Slip for us afterward.

SPEAKER KENDALL – I'm Irene Kendall and I live at 21849 Cottonwood Avenue and I've been here in Moreno Valley since 1945. I've lived at my address since 1948. I'm just about half a block from the little store. We have a Church; we have Churches all around there. We have Churches meeting at 21640 Cottonwood Avenue at the Edgemont Women's Club. We have Liberty Baptist Church at… I've forgotten it right now.

CHAIR DE JONG – That's okay

SPEAKER KENDALL – But it is in the middle of the block of Edgemont; between Edgemont and the railroad and Bay is the name, but I would not like to see a license issued. We have a school at the end of… at Eucalyptus and we have children… that particular area is very populated with school children and teenagers too I might add. I just… well it's not a very… well let's see, there are a lot of things going on there in the community already and I really feel that this would not enhance the area at all. I know our Church is not happy with it if a license was issued and the other Churches that are meeting at the Edgemont Women's Club; there are two Churches that meet there, so that's what I have to say. All around me it is a very depraved area and I cannot think that issuing a license would help to improve our community, so that's what I have to say. Thank you.

CHAIR DE JONG – Thank you very much. Is there anybody else that would like to speak at this time? Yes, come forward sir and if you haven't filled out a Speaker Slip yet, please do so after you speak. Tell us your name and address and there is a three minute time limit.

SPEAKER – My name is Danny Chang. I live at 13162 Day Street, Apt. G205. I just want to talk to you. If the license is approved tonight I just want to tell you about the market. They are very giving away people. I know him a few months ago. He is giving away to the friends; always something; always something like coke and giving away. He is giving always with his business… the neighborhood a barbecue and hot dogs and I'm very happy he opened the market over there. It is a very dark area but he is a very bright light. I just want you to approve that and make that neighbor happy. That is why I am here. Thank you very much.

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CHAIR DE JONG – Thank you. Is there anyone else who wants to speak in the audience? I can't see anyone coming forward so at this time I am going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – I have one more question. If somebody were to buy this facility, wouldn't they have to get a new Conditional Use Permit?

PLANNING OFFICIAL TERELL – No

COMMISSIONER GELLER – Can we add a condition that if there is a change of ownership they have to re-apply?

PLANNING OFFICIAL TERELL – That's a good question. I don't know the answer to that. Typically all land use approvals go with the land; they don't go with the operator.

COMMISSIONER GELLER – I know they can't keep the license, they have to apply for a new license, but I don't know if that would require them to re-seek a new Conditional Use Permit.

PLANNING OFFICIAL TERELL – Under our current code, no it would not.

COMMISSIONER GELLER – Okay but are you aware that we couldn't add a condition to…

PLANNING OFFICIAL TERELL – I'm not aware. I haven't looked into that. I don't know if Suzanne has any thoughts on that.

DEPUTY CITY ATTORNEY BRYANT – You can probably add a condition. I want to point out that the license is not before you. It is the Conditional Use Permit.

CHAIR DE JONG – Okay we are in debate right now, would you like to continue?

COMMISSIONER GELLER – Sure… I have to say that Mr. Kim gave a pretty compelling presentation because I'll tell you when I read it the first thing that I said is why are we approving more… why are we considering… well if you consider reviewing an application, but I'm saying we don't need any more liquor sales in this area and I really have a lot of doubts. But first of all, looking at everything, both the petitions and the type of stories and those sorts of things was one issue but the other real compelling this is looking at the list of licenses except for one, they are all in the City of Riverside and all Fortune One Hundred companies and I don't think that has any application whatsoever to our decision here, because I know I never approved any of those and I've been here a long time.

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We've turned down several Conditional Use Permits for alcohol sales in places not too far from here, but far enough; I don't think in the same census tract, but it was a real surprise out of all these licenses there is only one that is even remotely similar, so if we were to add this one, as far as I'm concerned that is only two licenses, because all the rest of the stores are all on Day Street and that has no application whatsoever here. It's a completely different market and I don't think they're even remotely comparable. Like I say, some areas are worse than others and I mean I know there is a perception that every time there is alcohol sales, you know the whole City collapses and some places are irresponsible and some places aren't.

The fact that these applicants have a clean history with ABC is also compelling and the fact that they own the land I don't think is a trivial issue to ignore because it shows they've made a clear investment and obviously they expect to make some profit for it true; I mean I have no doubt and while I don't know that any community absolutely has to have alcohol sales, I'm not inherently opposed to it. I drink my share of wine and other things. Based on everything that we've seen, I would go ahead and agree to passing it, but I want a condition added that they must renew the license if there is a sale of the property or that the license transfers. If there is any application for a license transfer then this Conditional Use Permit will terminate and they would have to apply for a new one. Like I say much of my decision is conditioned on what I have heard and believe about these owners and I'm not going to make the same assumption on any future owners. Like I say I would propose if we do approve it that we add a condition that upon the transfer of this license then the Conditional Use Permit will expire or terminate and that I think would solve the problem because they can't get a new owner without applying for a new license.

DEPUTY CITY ATTORNEY BRYANT – If I may add something Commissioners… There are no conditions attached to this tonight because it is recommending a denial, so if you wanted to add conditions maybe we could bring it back at a future date and have the proposed conditions attached. It would give us more time to draft them.

COMMISSIONER GELLER – Okay, I forgot about that. You are absolutely right. You know like I say, the nearest one is Alessandro and it is not all that close; certainly not in walking distance and the rest of them like I say as far as I'm concerned they don't even apply even though ABC can do whatever they want but they are nowhere near and are a completely different kind of market. They serve a different market and they really have no bearing… as far as I'm concerned they have no bearing whatsoever on this particular type of operation and you know like I say I'm always reluctant to approve these in certain areas, but like I say I think ABC's assessment is simply incorrect. I would like to call up the Police Department one more time. I'd just like to ask them if they have something specific about this particular facility as to why they think we should

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deny it because I would give great deference to their opinion, but if it is solely because of the numbers, you know we can make our own assessment from that.

CHAIR DE JONG – Let's do that right now. I guess I have to reopen Public Testimony… nevermind, scratch that

OFFICER HUDSON – Yes sir

COMMISSIONER GELLER – Yes do you have any…? If the six other stores were not an issue, do have any specific reason for these applicants or this particular location; if saturation wasn't an issue, does the Police Department have any particular information or opinion about this specific store or these owners or anything else other than just a saturation.

OFFICER HUDSON – Well the size of saturation. I was able to go on our website for the Riverside Sheriff's Department and from June 2009 to I believe June 2010 I've got more than 50 pages of calls for service within that area where that store is at, ranging from anything to attempted murders to DUI drivers, to drunk in public; whatever that is right here; more than 50 pages of calls for service in that area.

COMMISSIONER GELLER – What area are you talking about or the parameters that you used for that report?

OFFICER HUDSON – You are very familiar with the Edgemont area?

COMMISSIONER GELLER – Yes

OFFICER HUDSON – These calls for service are within probably within the next four or five blocks of just criminal activity alone, just around that particular store, not to mention the rest of Edgemont, where these people would actually be using this store for their alcoholic beverages, so other than just criminal activity part of it, is there anything else you would like to know regarding that census tract.

COMMISSIONER GELLER – Have you at that particular address, has there been a lot of problems.

OFFICER HUDSON – There have been several over the last year or so. Like I said there is a couple in here that are drunk in public, DUI drivers in the area, not necessarily from that location but they are within that area, which people obviously have alcohol beverage problems within that area. This will just add to another.

COMMISSIONER GELLER – Okay, thank you.

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COMMISSIONER SALAS – So what you are saying basically is that they are going out of their way to purchase the alcohol now a little further away from where they are now and it would make it more convenient for them to get it local more local so the crime rate would go up? Is that what you are stating?

OFFICER HUDSON – Yes sir and coming from my own personal… I've been here in this City for six years as an Officer working the streets. I know this area very well. I know Edgemont very well. I have worked Special Enforcement Teams where we work with a lot of undercover type of projects in this area. I know what type of criminal activity is coming out of this area. As of right now the people are not going to this location to get alcoholic beverages. They are going to Alessandro where there are several liquor stores within that area.

COMMISSIONER SALAS – But they are going to keep selling alcohol in that area; is that correct?

OFFICER HUDSON – In the Alessandro area?

COMMISSIONER SALAS – Yes

OFFICER HUDSON – Correct

COMMISSIONER SALAS – I've lived here also since 1970. Edgemont has never been a desirable area especially the area that you are talking about; the Edgemont Street area so…

OFFICER HUDSON – This is coming from my own personal experiences with this area. Like I said this is only a year or a year and half worth of data with criminal activity. If we were to go back even further we'd have quite a stack of paper here.

COMMISSIONER SALAS – Thank you

CHAIR DE JONG – I'm going to open Public Testimony and call the Speaker to the podium. Please state your name and address for the record.

SPEAKER – My name is Yvonne Coles. I live at 13561 Edgemont. I'm right across the street from them. I like the little store. Since he's been there, there has not been any problem on our neighborhood. I know there are people that are doing things in the neighborhood, but not on our street or right at Jericho's. He doesn't let people gather around that store and I like him because he looks out for our people and the kids there, him and his wife both and we have not had no problems. I don't understand why the Officer said that but I know on that street there has been no problem. There have been car accidents where people have been driving too fast up and down Cottonwood because I've called the Police myself to report those accidents and he does too. As far as shooting or

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attempts or whatever around there; there is no shooting on our street. It's been real nice and comfortable there and those people look out. He doesn't let anybody hang around on that store if they look like they are going to cause trouble. He will call you guys. I mean the Police Department yourself and I know I'm out there all the time on my handicap scooter and I never have for the last 12 years and I have not had a problem. No one has a problem. Our neighborhood is very quiet and very nice and it is going to make easier for a lot of us that do go to the store and need this and is there for us. That is why I appreciate it being there. As far as the drinking and stuff I don't drink no more, but I would appreciate it if it was there that I could go home in my own house because it would be too far for me to go, but I don't see a problem because he is a very good responsible person. I know he would not let anybody be loitering around. So that's all I have to say. Thank you

CHAIR DE JONG – Thank you very much. While the Public Testimony is open, is there anyone else who would like to speak. Okay, I'm going to close Public Testimony again and reopen Commissioner Debate. Were you finished Commissioner Geller?

COMMISSIONER GELLER – Yes, I want to hear what everyone else has to say then I might say something else.

CHAIR DE JONG – Okay

COMMISSIONER SALAS – I agree with… I just think that if the neighborhood market and the idea of the neighborhood market is to serve the neighborhood and the hours that they are open; from 8 to 8, I don't see that as real trouble in that timeframe and also I agree with the community. I agree with the neighbors. If you want to go across the street and go get a six pack of beer instead of going to Costco or Cost Plus, because you know the hassle when you go there, I don't see anything wrong with it. I think that it serves the neighborhood and that's the idea of a neighborhood market.

CHAIR DE JONG – Thank you.

COMMISSIONER DOZIER – As much as I would like to reward the owners of the store for being good citizens and for being sensitive to the needs of the community and providing for the community, I have a problem at all times helping people get access to any drug that has ruined so many of our lives. All I have to do to stay consistent with that philosophy is to support the Police decision and support our Planning Department's decision to deny it. I think it is too bad that this particular community who needs convenience for many things and that the application is for a permit that will allow them to sell beer and wine, I feel badly about that because I'm going to take the position that I want to support the recommendation to deny it. I just philosophically don't feel good about making it easier for a community that has already demonstrated that there are problems in

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the general community; many alcohol related problems that the Police have documented for many, many years and I don't want to contribute to that. I don't want to make it more convenient for those folks who have had those problems and have made that problem for that community to make it easier for them to get any more of it or let them travel the longer distance. If they want the beer and wine, let them go the further distance. That's my personal opinion and I'm going to support the recommendations of our City Planners and our Police Department.

CHAIR DE JONG – Before I ask for any more comments I have just a question for Staff. I think I read that being a Conditional Use Permit; if there is any issue of non-compliance at all it can be revoked. Is that correct? Did I read that right?

PLANNING OFFICIAL TERELL – There is a process. If there is a concern, what would happen is we'd advise the permitee of that and we would bring forward something to the Planning Commission. We'd basically have another hearing and it would be a revocation hearing at which time the Planning Commission would hear evidence from both sides and then make a determination whether or not to revoke the Conditional Use Permit. So it's a process.

CHAIR DE JONG – How long approximately would that process take?

PLANNING OFFICIAL TERELL – We haven't done too many of them. I would say it is a 60 to 90 day process.

COMMISSIONER GELLER – I don't think I've ever done one and I've been here 14 years or something.

PLANNING OFFICIAL TERELL – Yes I know. I think we had one and I think it was related to a night club was the last time we had one, so it's pretty rare.

CHAIR DE JONG – Who would investigate that process; the Police Department for example?

PLANNING OFFICIAL TERELL – It could be the Police Department. It could be a complaint from the neighborhood that we would investigate. It could be you know… but it is usually internal. The other potential… the other thing that is obviously at risk is the alcohol license itself and I suspect that it's generally a more effective way. Say they lose their liquor license for bad behavior; then that would be a pretty simple reason to revoke the Conditional Use Permit. That would be evidence that would be presented. Obviously they couldn't operate under the Conditional Use Permit if they have no liquor license, but…

COMMISSIONER MARZOEKI – How would they lose their liquor license? How would they typically lose that?

PLANNING OFFICIAL TERELL – I'm going to ask the Detective.

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COMMISSIONER GELLER – I can answer that. A sale to minor's violation…

COMMISSIONER SALAS – Drinking on premises…

COMMISSIONER MARZOEKI – All those things okay

PLANNING OFFICIAL TERELL – I mean they do an investigation. Either they would observe themselves inappropriate behavior on the part of the licensee or they would have a complaint they would investigate; meaning ABC, the Alcohol, and Beverage Control and I know they take it very seriously.

CHAIR DE JONG – So currently there is a license and we're voting on the Conditional Use Permit.

PLANNING OFFICIAL TERELL – No there is no license. They have applied for a license. The Police Department has recommended against granting that license which the City has to override; has to find that public convenience so if the Planning Commission was interested in granting this property owner or business owner that then we would bring it back and you would have to make a finding of public convenience which means the needs of the surrounding community overrode that limitation on the number of licenses in some proximity.

CHAIR DE JONG – Okay

DEPUTY CITY ATTORNEY BRYANT – And if I may add to that… In order to grant a Conditional Use Permit you know that you have to make the findings that it will not be detrimental to the public health, safety or welfare or be materially injurious to properties or improvements in the vicinity.

CHAIR DE JONG – Okay thank you.

COMMISSIONER BAKER – You know looking at these and I assume most of these signatures are valid on this petition that the landowners have put together. I mean there is a bunch and I don't know if it makes any difference on these applications where you know that I've been in the restaurant business and you know where we've had hard liquor or had full bar you have a lot more problems than a beer and wine deal and my feeling here with the track record that these owners have, which I'm not going against the Planning Commission or the Police or anything, but from what hearing here and from what they've been doing running the operation and everything with the food, I don't know why they would subject themselves to mess up the rest of their business for selling beer and wine. So from what I'm hearing it sounds like they are responsible. They want to come to bat and do this. I don't think it is on a profit deal. I think it is more of a convenience to the community and I think from what I understand they can always limit who they sell that too. I think the minors; what is it; you have to be over 25 to buy liquor now…

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COMMISSIONER GELLER – 21 still

COMMISSIONER BAKER – So you've got that… Well you know there is nothing saying they have to sell the liquor to the person I mean I wouldn't think. So my deal is and I know the area has got its problems, but we've got other areas of the City that have their problems. It just doesn't seem fair to me that they should be denied a Conditional Use Permit on the situation especially when six out of those 8 are national chains that really don't sell per say over the counter type. I mean they are selling case goods and things like that and the other thing here is this is not a liquor store. If this was going in here as JR's Liquor Store here then I'd say no, but where it is part of a reputable market where they have their money invested in it, I say we take a hard look at moving forward with it. This is just my opinion.

COMMISSIONER MARZOEKI – Well this is a hard one. I came in here and I had read the Staff Report and everything and it was like… well I never make my decision until I'm actually sitting here because so many things always change, but I was already just to say okay well we've got too much saturation in the area here and we can't possibly go farther than that, but then finding out that you know most of those businesses are in Riverside, that puts a different light on it. This is a neighborhood market. It is serving the community. It is only open from 8 to 8:30, so there is limited hours. Can something happen; yes something can? You can drink any time of day, it doesn't really matter, but on the other hand, here I am a Planning Commissioner and I'm supposed to look out for the community as well and what is not to say that people can't go that extra distance and actually get the alcohol elsewhere, so I struggle with that female side of me along with the Planning Commissioner side of me. This is a really, really difficult one for me, but I think I side on the side of the applicants. Just the things that I've heard tonight about them; they are very good for the community; they are here to stay; they own the property; they'll probably be here for awhile. That is what my heart is telling me instead of my mind and I normally don't do this. I normally don't vote based on my heart, but my heart is telling me that this is something that we got to go forward with and not deny.

CHAIR DE JONG – Would you like to revisit

COMMISSIONER GELLER – Yes I would. I sat in on a number of these applications over the years and a few of them I was very unhappy that the Police Department in some cases didn't even bother to write a report and in some cases I was pretty surprised that they signed off on it and in some of them I'm sure that no one paid much attention to it. To me the most important thing for these types of… for this particular….for alcohol sales or for any decisions alcohol related, it is what can it do to the community in terms of crime and other issues. I mean that has to rank more importantly than anything else.

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Whether it is profit, convenience or whatever, if there is any reasonable possibility it is going to increase crime or other issues in that community, there is no way I would vote for it. I mean I think that's a risk that is just not worth taking. I mean if somebody has to go a few more blocks, they have to go a few more blocks. I understand the one issue of convenience is it probably encourages people to drink more because they may not be inclined to go 20 blocks but they might walk across the street. I have to give great deference to the Police Department's opinion and I know this area, I worked it myself for many years working with the Moreno Valley Police Department and it is a serious crime area and antidotal of other evidences whenever there is alcohol people open the bottles and they open the cans when they get out the front door and start drinking before they get home and anyone thinks otherwise particularly if they are walking. They are not going to wait until they get home half the time. I have to follow… I mean I think the crime reports provide a very compelling story and in a very small area and if there is any reasonable possibility this could cause an increase in crime I'm not going to do it. I'm not going to vote for it. I don't think it is fair to the residents that live there.

I think one woman said her street was perfectly quiet. I don't know; like I say I worked it for many, many years and it's an area with its problems and I don't want to add to them. We do what we can to try to improve the City. Again the customers of Target and all those places… the practical side is there are not nearly as likely to go start drinking in the parking lot than people that walk to a convenience store. I mean you go to any convenience store that sells alcohol and you are going to see people drinking in the parking lot on their way out or whatever. This is one of the toughest in terms of these types of Conditional Use Permits. I don't have a clear; I am torn but I have to… like I say I complained when the Police Department didn't participate in the past in these decisions and at this point they have participated and they have given their opinion and I have to give it great weight, almost more than anything else absent it being completely unreasonable, so based primarily on the crime issue or the potential for crime issue and the surrounding neighborhood, I'm going to vote against it. The only thing that I'd ask that if I'm outvoted and the Commission is desirous of allowing it that we condition it like I said before that when they do the conditions that one of the conditions be that if the license goes up for renewal the CUP will terminate, so we won't at least have to worry about a new owner taking over that hasn't had the same scrutiny as this owner. Anyway I'm sorry. Like I say I have been torn heavily, but I have to give great deference to the Police Department in this matter because like I say I'm not here to approve something to increase crime in the City.

CHAIR DE JONG – Okay my turn. I am torn as well. Actually it is a hard one. I came in thinking it might not be quite as hard as it is. I have a lot of respect for communities and community markets and all that and the way communities interact with each other. I don't see that changing very much with either way this goes. Apparently it is a nice community and that's good and the owners are

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responsible and that's good. I hope they stay that way. We very rarely get any real communication from the Police Department regarding our projects. Sometimes we do but often we don't and as Commissioner has been said it has been kind of lacking in the past and when we do get a report, it is important and I rate it and these are the people that are out there every day and they see what I don't see and they respond to what I'm not responding to and they are telling us that there is a large crime rate right now in that small concentration of area and I have to believe them. I have to go with that. I have to pay a great deference to their written opinion and their job is to protect the City of Moreno Valley and I hope the applicant and the people in that community understand that they are protecting them as well and I have to go ahead and agree with the City and deny this Conditional Use Permit on that basis, so thank you. It seems like we might have a split.

COMMISSIONER GELLER – I mean let me just make the motion that's recommended and we'll take the vote and see what the vote actually is…

CHAIR DE JONG – An aye vote would be agreeing with the denying.

COMMISSIONER GELLER – Correct, yes. I'm going to make a recommended motion and then assuming somebody seconds it, we'll take a vote and it if fails, then you know we'll have to…

CHAIR DE JONG – Okay, so bear in mind that an aye vote is to deny.

COMMISSIONER GELLER – Okay I'd like to make a motion that we **APPROVE** Resolution No. 2010-26 thereby **DENYING** PA09-0027 Conditional Use Permit, with no action on the environmental issue required.

CHAIR DE JONG – Okay is there a second?

COMMISSIONER DOZIER – Second

CHAIR DE JONG – All those in favor?

Opposed – 2 (Commissioner Baker, Commissioner Salas)

Motion carries 4 – 2

CHAIR DE JONG – Thank you. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall be final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you very much applicant and community for coming out and thank you for letting us hear your thoughts.

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PA09-0027jd

General Plan Land Use Map

Legend

- Feature Buffer
- Highways
- Bike Ways
- Existing
- Proposed
- Circulation Plan
- Divided Major Arterial
- Divided Major Arterial - Reduced Cross Section
- Divided Arterial - 6 lane
- Divided Arterial - 4 Lanes
- Arterial
- Minor Arterial
- Minor Arterial - Pigeon Pass Cross Section
- Collector
- Master Plan of Trails
- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State
- Parcels
- Roads
- Land Use
- Business Park
- Commercial
- Floodplain
- Hillside Residential
- Light Industrial
- Mixed Use
- Office
- Open Space
- Public Facilities
- Planned Residential
- Residential/Office
- Residential: Max 1 du/ac
- Residential: Max 18 du/ac
- Residential: Max 15 du/ac

Powered By GeoSmart.net

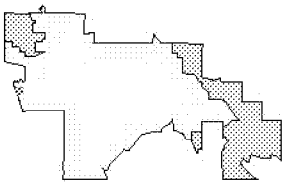

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 7

N

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MORENO VALLEY
WHERE DREAMS TOWER

PA09-0027jd

Zoning Map

Legend

- Feature Buffer
- Highways
- Parcels
- Roads

Zoning

- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Waterbodies

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

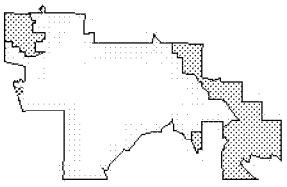

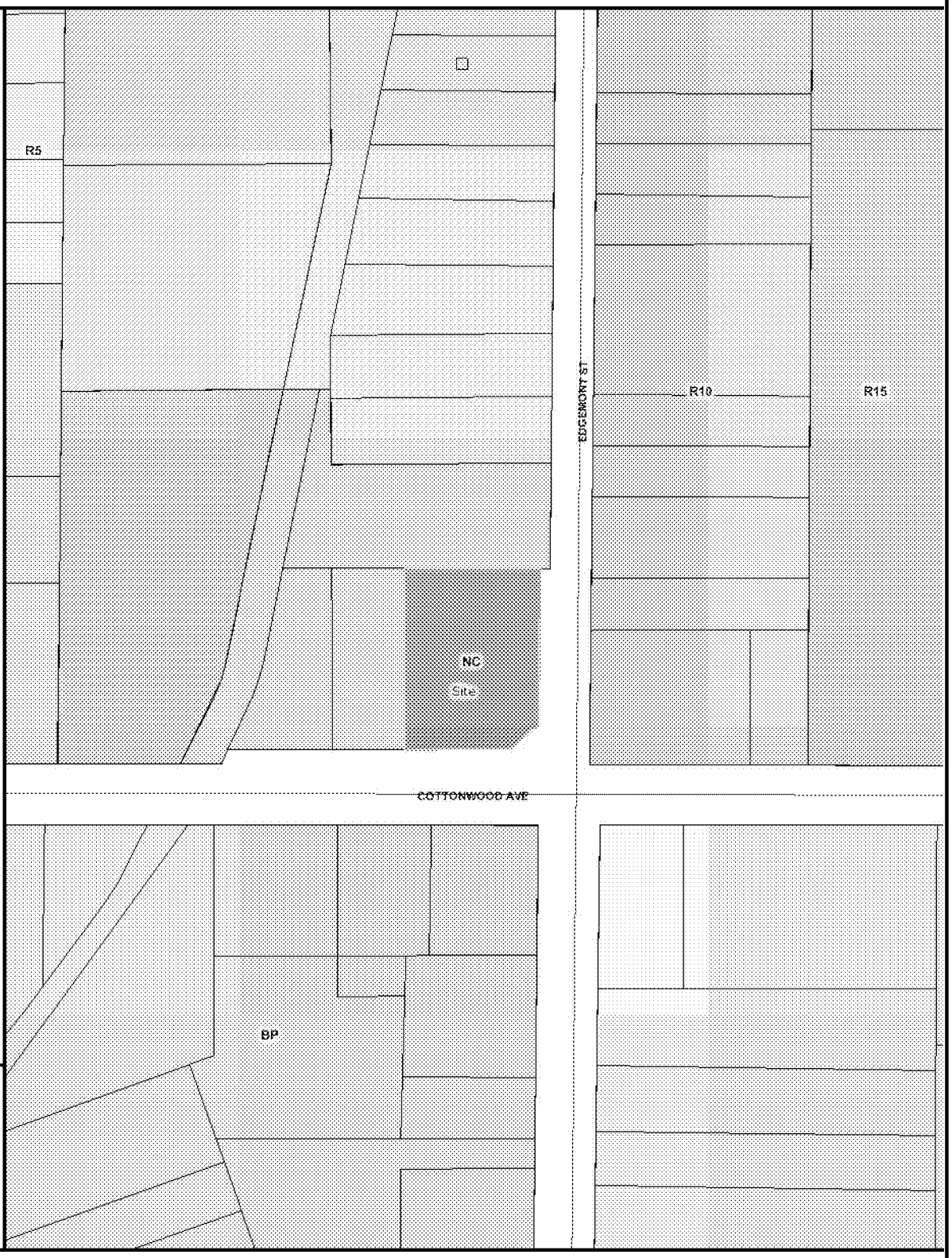

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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ATTACHMENT 8

N

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Printed: 5/12/2011 11:00:32 AM

MORENO VALLEY
WHERE DREAMS SOAR

PA09-0027jd

Aerial Photograph

Legend

- Feature Buffer
- Highways
- Parcels
- Roads
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

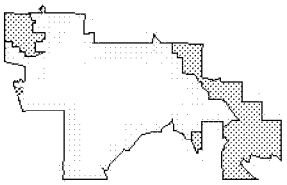

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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ATTACHMENT 9

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Printed: 5/12/2011 10:56:57 AM

MORENO VALLEY
WHERE DREAMS COME

Subject: Hearing for a liquor license permit for Big # 6 food Mart.
To: Julia Descoteaux
From: Arnold G Nunez

Related to the Public Hearing for a liquor license for Big # 6 Food Mart, located on 21748 Cottonwood Ave, Moreno Valley, CA.

I'm opose to the Conditional Use Permit, for the store mentioned above, due to the different situations that happened before, when there was a Circle K store, that sold all kinds of alcoholic beverages. There were roberies, drug dealing, and fights most of the time. There used to be a convenient phone booth on the street, to making phone calls, and it had to be taken away, for the reason that, there were making drug deals. We heard the discussions and arguments from drinking people, even during the night hours. We live close to the store, so, we witnessed all kinds of activities, and we do not like this to happen again.

We want to live in a clean environment, where our kids are able to playing in the yards, and even walking on the street. There is a liquor store "Charlie Boys," on Alessandro Blvd, only three blocks from Cottonwood and Edgemont St. and they also had problems with robberies not long ago. I personally, think that we do not need another liquor store in the area.

My neighbors, Rose and Jim Kosterlinstky, 21719 Cottonwood Ave, are reliant accepting this petition.

Thank you for your consideration and pray that you will understand, our feelings towards this petition.

Arnold G Nunez

ATTACHMENT 10

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: June 28, 2011

TITLE: APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate;

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill vacancies for the various City Council Boards and Commissions, with certain terms expiring June 30, 2011.

Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. All applicants complied with this requirement.

The commissions, boards, applicants, and vacancies to be filled are as follows:

ACCESSIBILITY APPEALS BOARD

Two (2) terms expiring June 30, 2014
Physically Challenged Representative

None

ARTS COMMISSION
Three (3) terms expiring June 30, 2014

Lorna Kendrick*
Lauretta Phillips*
Nina Hiers

ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
Two (2) terms expiring June 30, 2014

Gerald Michael Budlong*
Gregory A. Hagans

LIBRARY COMMISSION
Three (3) terms expiring June 30, 2014

Beverly A. Crockett*
Kristina Dixon*
Cathy Merkt*

PARKS AND RECREATION COMMISSION
Two (2) terms expiring June 30, 2014

Bill Alvarez*
George Brummer
Marie Hyta
Monique Flaherty
James Lucha (former teen member)

RECREATIONAL TRAILS BOARD
Three (3) terms expiring June 30, 2014

Margie Breitkreuz*
Gilbert Brook*

SENIOR CITIZENS' BOARD
Three (3) terms expiring June 30, 2014

Delorise Anderson*
Donna Annetta
Gwendolyn Cross*
Thelma Dunn

TRAFFIC SAFETY COMMISSION
Three (3) terms expiring June 30, 2014

Lawrence Baird*
Mary C. Cole*
Arthur W. Higgs

*Incumbent

ALTERNATIVES

Members of the Council appointed boards and commissions serve in an advisory capacity to the City Council. Choosing not to appoint members to the above-mentioned boards and commissions would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notices of Openings
2. Publication of the agenda
3. Report and agenda mailed to applicants

ATTACHMENTS

None

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\zurich\shared\InterDept\Council-Clerk\City Clerk Files\Advisory Boards and Commissions\Appointment Staff Reports\2011\June Appointments Staff Report.doc

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 has Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program. Additionally, First Industrial was conditioned to help support the CSD median program specific to this project, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charges for the CSD Zone M program. The property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 28, 2011 and the Public Hearing on July 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, removing litter,

maintaining the irrigation systems, weed control, payment of the water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charges for APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 were estimated based on the proposed fully improved Perris Blvd. median adjacent to the parcels. The annual charges shall not be levied until such time as the planning of the median begins. Upon future development, parcels adjacent to the proposed median shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charges for balloting APNs shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for First Industrial for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charges for CSD Zone M. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for First Industrial for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charges for CSD Zone M. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charges for First Industrial are as follows:

Property Owner	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
First Industrial		
APN 316-200-003 (and any division thereof)	$205	$494.31
APN 316-200-009 (and any division thereof)	$205	492.14
APN 316-200-010 (and any division thereof)	$205	516.09
APN 316-200-011 (and any division thereof)	$205	489.96
APN 316-200-012 (and any division thereof)	$205	2,184.13
APN 316-200-013 (and any division thereof)	$205	520.44
APN 316-200-014 (and any division thereof)	$205	520.44
APN 316-200-018 (and any division thereof)	$205	1040.89
APN 316-200-028 (and any division thereof)	$205	435.52
APN 316-200-029 (and any division thereof)	$205	1,796.51

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-

Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

There is no impact on the General Fund for medians constructed as a condition of development. The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The collection of the CSD Zone M annual charges is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for First Industrial.

NOTIFICATION

On May 17, 2011, a ballot packet was mailed to the owner of each parcel associated with Tentative Parcel Map 35859. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the June 28, 2011, Public Meeting and July 12, 2011, Public Hearing was published in The Press-Enterprise on June 9, 2011. Additionally, the Public Hearing notification was published on June 23 and will be published again on June 30, 2011.

ATTACHMENT

Attachment 1: First Industrial sample mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA07-0165 First Industrial (TPM 35859)\Stfrpt PM 06.28.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

First Industrial
c/o First Industrial Realty Trust
Jeff Evans, Operations Director
898 N. Sepulveda Blvd., Suite 750
El Segundo, CA 90245

May 17, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 are subdivided. If APNs are merged then the annual charges for those APNs shall be combined. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2010/11 for the proposed Perris Blvd. median is $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy

amount will be assessed to APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, July 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the ballots are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if a simple majority of the returned valid weighted ballots approve the annual charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted ballots oppose the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, July 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for ASSESSOR PARCEL NUMBERS (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof), **I approve** the annual CSD Zone M charges for FY 2010/11 for the proposed Perris Blvd. median of $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. Beginning FY 2011/12, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amounts shall be assessed on the Riverside County property tax bills as planning of the Perris Blvd median occurs. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
316-200-003 (and any division thereof)	☐	☐	$494.31
316-200-011 (and any division thereof)	☐	☐	$489.96
316-200-028 (and any division thereof)	☐	☐	$435.52
316-200-029 (and any division thereof)	☐	☐	$1,796.51

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for TPM 35859 is $8,490.43.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for Assessor Parcel Numbers (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-200-003 (and any division thereof)	☐	☐	$205 per parcel
316-200-011 (and any division thereof)	☐	☐	$205 per parcel
316-200-028 (and any division thereof)	☐	☐	$205 per parcel
316-200-029 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

MV00109128

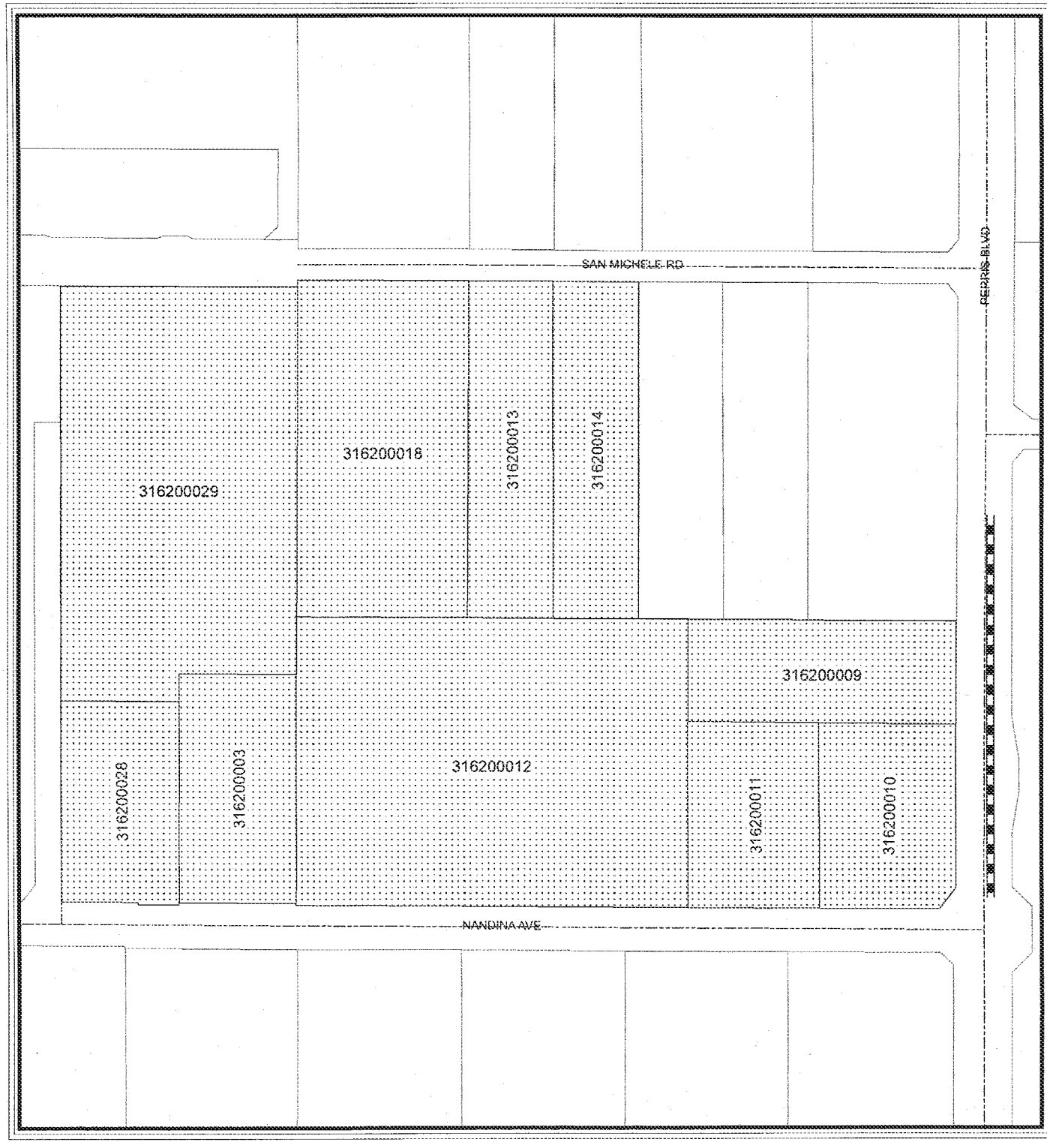

TPM 35859

APN

- 316200003
- 316200009
- 316200010
- 316200011
- 316200012
- 316200013
- 316200014
- 316200018
- 316200028
- 316200029
- Roads
- Parcels
- City Boundary
- Median
- Landscaped Areas

N

Map reflects all changes indicated on Riverside County Assessor Maps as of May 11, 2011.

0 150 300 450 600 Feet

G:\AVP\SDA\TPM 35859 PA07-0165.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership.

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

1. Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

BACKGROUND

The Hemlock Family Apartments project is a planned 78 unit (including a manager unit) affordable housing development to be situated on 5.37-acres on Hemlock Avenue just west of Perris Boulevard. The Community Redevelopment Agency of the City of Moreno Valley and Rancho Belago Developers Inc. previously entered into a Conditional Commitment Letter Agreement on March 8, 2011 for the development of the Hemlock Family Apartments. The Developer of the affordable housing complex is Rancho Belago

Developers, Inc. using a limited partnership structure for the project—MV Hemlock LP. This is a common practice for development projects.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Hemlock Family Apartments project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

The Hemlock Family Apartments project consists of 78-units (including 1 manager unit). On March 8, 2011, the RDA approved a Conditional Commitment Agreement providing the framework for $6.3 million in assistance from the RDA (through Housing set-aside funds), along with a $1.2 million loan from the City's HOME funds. Additionally, the project utilizes $4.1 million in bond financing through the California Statewide Communities Development Authority of Multi-Family Housing Bonds. The project proforma was been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined the proposed project as sound and consistent with similar affordable housing projects.

Based on maximizing the RDA's cash flow for Housing set-aside funds and the timing of proposed project the following is the recommended funding schedule for the project.

- $5.3 million loan from RDA set-aside funds at the close of the project's construction loan (targeted for October 2011).
- $800,000 loan from RDA set-aside funds at the project's permanent loan closing (targeted for August 2013).
- $1.2 million loan from City's HOME funds at projects permanent loan closing (targeted for August 2013).
- $200,000 loan from RDA set-aside funds one year after permanent loan closing (targeted for August 2014).

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley. Another document, an Agreement, has been drafted by legal counsel to provide the terms and conditions for the financing considerations from City HOME funds. The document provides for compliance with the HOME program and requirements established by the U.S. Department of Housing and Urban Development.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement and Affordable Housing Agreement for HOME.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-Aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-70
Attachment B – Resolution RDA No. 2011-10
Attachment C – Affordable Housing Agreement – RDA
Attachment D – Affordable Housing Agreement – HOME

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY WITH MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AND APPROVING AND AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Hemlock Limited Partnership, a California limited partnership (the "Participant") has acquired fee title to certain real property located on Assessor's Parcel Numbers 481-322-045, 481-281-059, and 481-281-060 (the "Site") and proposes to construct seventy-eight (78) apartment units at the Site, seventy-seven (77) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agency Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $6,300,000 (exclusive of City fee waivers as to City fees in the amount of $702,000), plus City funding under the HOME Program of $1,200,000 (the "City HOME Amount"), the Agency has reviewed the request by Participant and has obtained advice from a land economist in connection therewith. The proposed Agency Agreement provides for Participant to develop seventy-eight (78) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) fourteen (14) one-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. All such units shall be enforceably restricted for an approximately fifty-eight (58) year period. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 4% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("4% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agency Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Participant has agreed to construct seventy-eight (78) dwelling units on the Site; and

WHEREAS, under the Agency Agreement the Agency would disburse certain moneys defined in the Agency Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agency

Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agency Agreement, restrict occupancy of certain of the apartment units in the Project to households of limited income, and rent those units at an affordable rent, all as more particularly set forth in the Agency Agreement; and

WHEREAS, the Agency Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 4% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agency Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agency Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agency Agreement and believes that the Agency Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agency Agreement is in consideration of the particular uses required by the Agency Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agency Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Six Million Three Hundred Thousand Dollars ($6,300,000) under the Agency Agreement (which amount is exclusive of City fee waivers and does not include the sum of One Million Two Hundred Thousand Dollars ($1,200,000)(the "HOME Amount") which it is contemplated City will infuse using HOME moneys); and

WHEREAS, the Participant has proposed and City staff recommends that the City Council approve an agreement in the form submitted herewith entitled "Affordable Housing Agreement (HOME), dated as of June 21, 2011 by and between the Participant and the City (herein, the "City Agreement"), which City Agreement provides for the restriction of certain rental units on the Site to be restricted as affordable units under the "HOME Program" and "HOME Regulations", all as defined and provided under the City Agreement; and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agency Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agency Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agency Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agency Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agency Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agency Agreement was duly noticed in; and

WHEREAS, the proposed Agency Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agency Agreement have been taken in an appropriate and timely manner; and

WHEREAS, no approval is given by this resolution concerning the commitment of HOME moneys by the City in any amount, it being the intention of the City to consider such a matter at a later point in time; and

WHEREAS, the Agency Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agency Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agency Agreement and believes that the redevelopment of the Site pursuant to the Agency Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agency Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council finds and determines that the Project (as described in the Agency Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agency Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agency Agreement is reasonable and necessary.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agency Agreement), is not available, and the Agency Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The City Council hereby finds and determines that the Agency Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The City Council hereby consents to the approval by the Agency of the Agency Agreement in substantially the form presented to the Agency and the City Council, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The City Manager is authorized to execute, on behalf of the City, those instruments provided under the Agency Agreement to be executed on behalf of the City. A

copy of the Agency Agreement when executed by the Agency shall be placed on file in the office of the City Clerk.

Section 7. The City Council acknowledges that the Agency may authorize the Executive Director of the Agency (or his designee) to make revisions to the Agency Agreement which do not materially or substantially increase the Agency's or City's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agency Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agency Agreement and related documents.

Section 8. The City Council hereby approves the City Agreement in substantially the form presented to the City Council, subject to such revisions, if any, as may be authorized by the City Manager. The City Manager is authorized to execute, on behalf of the City, those instruments provided under the City Agreement to be executed on behalf of the City. A copy of the City Agreement when executed by the City shall be placed on file in the office of the City Clerk.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00109138

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

MV00109139

RESOLUTION NO. RDA 2011-10

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Hemlock Limited Partnership, a California limited partnership (the "Participant") has acquired fee title to certain real property located on Assessor's Parcel Numbers 481-322-045, 481-281-059, and 481-281-060 (the "Site") and proposes to construct seventy-eight (78) apartment units at the Site, seventy-seven (77) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $6,300,000 (exclusive of City fee waivers as to City fees in the amount of $702,000), plus City funding under the HOME Program of $1,200,000 (the "City HOME Amount"), the Agency has reviewed the request by Participant and has obtained advice from a land economist in connection therewith. The proposed Agreement provides for Participant to develop seventy-eight (78) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) fourteen (14) one-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. All such units shall be enforceably restricted for an approximately fifty-eight (58) year period. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 4% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("4% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Participant has agreed to construct seventy-eight (78) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the

requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to households of limited income, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 4% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Six Million Three Hundred Thousand Dollars ($6,300,000) under the Agreement (which amount is exclusive of City fee waivers and does not include the sum of One Million Two Hundred Thousand Dollars ($1,200,000) which it is contemplated City will, subject to its customary hearings and processing in connection therewith, aware from HOME moneys available to City); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairperson of the
Community Redevelopment Agency of the
City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Community
Redevelopment Agency of the
City of Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the
City of Moreno Valley

MV00109145

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

MV00109146

AFFORDABLE HOUSING AGREEMENT

by and between the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

and

MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership

Table of Contents

Page

1. DEFINITIONS AND INTERPRETATION 2
   1.1 Defined Terms 2
   1.2 Singular and Plural Terms 12
   1.3 References and Other Terms 12
   1.4 Exhibits Incorporated 12
   1.5 The Redevelopment Plan 12
   1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions 12

2. SITE CONTROL; PARTICIPANT PAYMENTS 14
   2.1 Ownership of the Site; Obligation to Develop and Operate. 14
   2.2 Participant Payments 14

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE 15
   3.1 Agency's Conditions to Disbursement of the Agency Disbursement Amount 15
   3.2 Agency Disbursement Amount 17
   3.3 Agency Note; Submittal of Annual Financial Statement and Residual Receipts Reports 17

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING 18
   4.1 Scope of Development 18
   4.2 Design Review. 18
   4.3 Time of Performance; Progress Reports 19
   4.4 Cost of Construction 19
   4.5 Insurance Requirements 19
   4.6 Obligation to Repair and Restore Damage Due to Casualty 20
   4.7 Indemnity 21
   4.8 Rights of Access 22
   4.9 Compliance With Laws 23
   4.10 Nondiscrimination in Employment 24
   4.11 Taxes and Assessments 24
   4.12 Liens and Stop Notices 24
   4.13 Certificate of Completion 24
   4.14 Further Assurances 25
   4.15 Financing of the Improvements. 25
   4.16 Mechanics of Disbursement of Agency Disbursement Amount. 29
   4.17 Establishment and Maintenance of Accounts 30

5. COVENANTS AND RESTRICTIONS. 30
   5.1 Use Covenants 30
   5.2 Affordable Housing Requirements. 31
   5.3 Verifications. 32
   5.4 Maintenance of Site 33

Table of Contents
(continued)

Page

5.5 Nondiscrimination Covenants 33
5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction 34

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES. 34

6.1 Formation, Qualification and Compliance 34
6.2 Execution and Performance of Project Documents 35
6.3 Covenant Not to Transfer Except in Conformity 35

7. DEFAULTS, REMEDIES, AND TERMINATION. 36

7.1 Default Remedies 36
7.2 Institution of Legal Actions 36
7.3 Termination by the Participant 36
7.4 Termination by Agency 36
7.5 Acceptance of Service of Process 37
7.6 Rights and Remedies Are Cumulative 37
7.7 Inaction Not a Waiver of Default 37
7.8 Applicable Law 37
7.9 Modification of Agency Participant CC&Rs 37
7.10 Enforced Delay; Extension of Times of Performance 37
7.11 Limitation Upon Transfer 38
7.12 Non-Liability of Officials and Employees of Agency 39
7.13 Relationship Between Agency and Participant 39
7.14 Agency and City Approvals and Actions 40
7.15 Real Estate Brokers 40
7.16 Attorneys' Fees 40

8. MISCELLANEOUS 40

8.1 Obligations Unconditional and Independent 40
8.2 Notices 40
8.3 Survival of Representations and Warranties 41
8.4 No Third Parties Benefited Except for City 41
8.5 Binding Effect; Assignment of Obligations 41
8.6 Counterparts 42
8.7 Prior Agreements; Amendments; Consents 42
8.8 Governing Law 42
8.9 Severability of Provisions 42
8.10 Headings 42
8.11 Conflicts 42
8.12 Time of the Essence 43
8.13 Conflict of Interest 43
8.14 Warranty Against Payment of Consideration 43

ATTACHMENTS

ATTACHMENT NO. 1	SITE MAP
ATTACHMENT NO. 2	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT NO. 3	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 4	CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
ATTACHMENT NO. 5	CALCULATION OF AFFORDABLE RENTS
ATTACHMENT NO. 6	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 7	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 8	CERTIFICATE OF COMPLETION
ATTACHMENT NO. 9	AGENCY PARTICIPANT CC&RS
ATTACHMENT NO. 10	INCOME VERIFICATION
ATTACHMENT NO. 11	AGENCY NOTE
ATTACHMENT NO. 12	AGENCY DEED OF TRUST
ATTACHMENT NO. 13	MEMORANDUM OF AGREEMENT
ATTACHMENT NO. 14	PARTICIPANT CERTIFICATE
ATTACHMENT NO. 15	CITY COVENANTS
ATTACHMENT NO. 16	AFFORDABILITY RESTRICTION NOTICE

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement"), dated, for identification purposes only, as of June 21, 2011, is entered into by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic ("Agency"), and **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership (the "Participant").

RECITALS

A. Agency is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

B. The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the "Project") was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the "Redevelopment Plan"). The redevelopment project area for the Redevelopment Plan as so amended constitutes the "Project Area."

C. The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the "Community Redevelopment Law"), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

D. The Participant is experienced in the development and operation of affordable multi-family housing in California.

E. Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the "Site") located in the City of Moreno Valley and within the Project Area of the Agency's Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-eight (78) dwelling units and related improvements for occupancy of a specified number of dwelling units to "Very Low Income Households" and "Lower Income Households," all at "Affordable Rent" and at the "Prescribed Rent Levels," as those terms are defined below. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

F. Participant has applied for an allocation for 4% Low Income Housing Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* ("4% Tax Credits").

G. The Participant has proposed to enter into this Agreement with the Agency under which the Participant shall develop seventy-eight (78) dwelling units and a designated number of those dwelling units to be rented at "Affordable Rent" and at the "Prescribed Rent Levels" throughout the "Required Covenant Period" (as defined below). Those undertakings of the

Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

H. Under this Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "Agency Deed of Trust" as defined below. The Participant will further provide to the Agency the "Agency Deed of Trust," to be recorded against the Site to secure payments under the Agency Note.

I. This Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affiliated Person**" or "**Affiliate**" means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Rancho Belago Developers, Inc., a California corporation or (ii) James M. Jernigan and any person that directly or indirectly controls or is controlled by or under common control with the specified person, any person that is an officer or director of, a trustee of, or a general partner, managing member or operator in, the specified person or of which the specified person is an officer, director, trustee, general partner or managing member, or any person that directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of the outstanding voting securities of the specified person.

"**Affordability Period**" means a period equal to the greater of: (i) fifty-eight (58) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

"**Affordability Restriction Notice**" means Attachment No. 16 to this Agreement.

"**Affordable Rent**" has the following meaning: For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the Unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the Unit. "Household size appropriate to the Unit," as used herein, shall mean two persons for each one-bedroom Unit (if any), three persons for each two bedroom Unit and four persons for each three bedroom Unit. The maximum monthly rental amount of the Units shall be adjusted annually by the formula set forth above upon the promulgation of revised Riverside-San Bernardino Primary Metropolitan Statistical Area median income figures by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent a cost not in excess of the lesser of (i) that rent which

may be charged the applicable household pursuant to Section 50053 of the California Health and Safety Code and (ii) the limits as set forth in this Agreement.

"**Agency**" means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

"**Agency Allocable Percentage**" means: (i) until the HOME Amount and interest thereon has been repaid, forty-two percent (42%); the City is to receive six and sixty-seven one hundredths percent (8%), leaving fifty percent (50.00%) for the Participant. The foregoing percentages are subject to adjustment based upon the final amount infused by the City and as may otherwise be agreed by the parties to this Agreement; and (ii) after the HOME Amount and interest thereon has been repaid, fifty percent (50%) to the Agency, leaving fifty percent (50%) for the Participant.

"**Agency Deed of Trust**" means Attachment No. 12 to this Agreement.

"**Agency Disbursement Amount**" means an amount equal to the lesser of (i) the sum of Eighty-One Thousand Eight Hundred Eighteen Dollars and eighteen cents ($81,818.18) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Six Million Three Hundred Thousand Dollars ($6,300,000).

"**Agency Loan**" means a loan by the Agency as evidenced by the Agency Note.

"**Agency Note**" means Attachment No. 11 to this Agreement.

"**Agency Participant CC&Rs**" or "**Regulatory Agreement**" means Attachment No. 9 to this Agreement.

"**Agreement**" is defined in the first paragraph hereof.

"**Annual Financial Statement and Residual Receipts Report**" means the certified financial statement of Participant for the Development using generally accepted accounting principles ("GAAP"), as separately accounted for the Development, including Operating Expenses and Annual Project Revenue, prepared at Participant's expense, by Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included. As and when requested by Agency along with and as a part of the Annual Financial Statement and Residual Receipts Report, Participant shall submit true, legible, and complete copies of the source documentation supporting the Annual Financial Statement and Residual Receipts Report for the Development.

"**Annual Project Revenue**" means all gross income and all revenues of any kind from the Development in a calendar year, of whatever form or nature, whether direct or indirect, with the exception of the items excluded below, received by, paid to, or for the account or benefit of Participant or any Affiliate of Participant or any of their agents or employees (provided, in no event shall amounts counted as Annual Project Revenue be double counted if paid by a Participant to one or more of its Affiliates), from any and all sources, resulting from or attributable to the operation,

leasing and occupancy of the Development, determined on the basis of GAAP applied on a consistent basis, and shall include, but not be limited to: (i) gross rentals paid by tenants of the Development under leases, and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from HUD or any other person or organization, received on behalf of tenants under their leases; (ii) amounts paid to Participant or any Affiliate of Participant on account of Operating Expenses for further disbursement by Participant or such Affiliate to a third party or parties, including, without limitation, grants received to fund social services or other housing supportive services at the Development; (iii) late charges and interest paid on rentals; (iv) rents and receipts from licenses, concessions, vending machines, coin laundry, and similar sources; (v) other fees, charges, or payments not denominated as rental but payable to Participant in connection with the rental of office, retail, storage, or other space in the Development; (vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of leases; and (vii) interest and other investment earnings on security deposits, reserve accounts and other Development accounts to the extent disbursed. Notwithstanding the foregoing, Annual Project Revenue shall not include the following items: (a) security deposits from tenants (except when applied by Participant to rent or other amounts owing by tenants); (b) capital contributions to Participant by its members, partners or shareholders (including capital contributions required to pay the portion of the Deferred Developer Fee permitted to be included in eligible basis pursuant to the Tax Credit Rules); (c) condemnation or insurance proceeds; or (d) receipt by an Affiliate of management fees or other bona fide arms-length payments for reasonable and necessary Operating Expenses associated with the Development.

"**Applicable Interest Rate**" means the following rates: (a) as to amounts paid when due, one percent (1%) per annum, compounded annually and (b) as to amounts not paid when due, the lesser of (i) seven percent (7%) per annum, compounded annually, and (ii) the maximum rate permitted by applicable law.

"**Application for Disbursement**" is defined in Section 4.16 hereof.

"**Approved Construction and/or Permanent Lender**" means one or more of: California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

"**Area**" means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

"**Bank Deed of Trust**" means a deed of trust, among an Approved Construction and/or Permanent Lender, as beneficiary and the Participant as trustor and the Title Company or another mutually acceptable title insurer as trustee, in connection with the construction and/or permanent loan provided by an Approved Construction and/or Permanent Lender to Participant.

"**Basic Concept Drawings**" is defined in Section 4.2.1 hereof.

"**Bond Counsel**" means Orrick, Herrington and Sutcliffe.

"**Bond Rules**" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Development by CSCDA.

"**Bond Regulatory Agreement**" means the regulatory agreement which may be required to be recorded against the Site with respect to the issuance of the Bonds.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**Calculation of Affordable Rents**" means Attachment No. 5 to this Agreement.

"**CDLAC**" means the California Debt Limit Allocation Committee.

"**Capital Replacement Reserve**" means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

"**Certificate of Completion**" means Attachment No. 8 to this Agreement.

"**Certificate of Continuing Program Compliance**" means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the Agency, which Certificate shall be substantially in the form attached hereto as Attachment No. 4.

"**Chargeable Fees and Reserves**" means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

"**City**" means the City of Moreno Valley, California, a municipal corporation.

"City Code" means the Municipal Code of the City of Moreno Valley as may be amended from time to time.

"City Covenants" means an instrument in the form of Attachment No. 15. The City Covenants include the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development, which is to be recorded against the Site in a first, senior, and non-subordinate position, except to the Permanent Lender deeds of trust. A copy of the City Covenants is on file in draft form with the City's Community Development Department.

"**Closing**" means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the Primary Construction Loan and the Agency Participant CC&Rs.

"**Closing Deadline**" means October 18, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

"**Conditions Precedent to Disbursement of Agency Disbursement Amount**" are set forth in Section 3.1.

"**County**" means the County of Riverside, California.

"**CSCDA**" means the California Statewide Communities Development Authority.

"**Date of Agreement**" means June 21, 2011.

"**Debt Service**" means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

"**Default**" is defined in Section 7.1 hereof.

"**Deferred Developer Fee Portion"** means that portion of the Developer Fee approved by TCAC which the Participant is to collect from Residual Receipts.

"**Developer Fee**" means a sum equal to the lesser of: (i) One Million Eight Hundred Fifty Thousand Dollars ($1,850,000.00) or (ii) that amount determined by TCAC or CDLAC as the appropriate fee for the Participant in connection with the development of the Site and operation as an affordable housing project under this Agreement.

"**Development**" means the new apartment complex and associated improvements as required by this Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the HOME Agreement and the Tax Credit Regulatory Agreement.

"**Escrow Holder**" means the holder of the Escrow for the recordation of the Agency Participant CC&Rs, which shall be First American Title or another escrow holder mutually acceptable to the Agency and the Participant.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the Agency or his designee or delegate.

"**Financing Assumptions"** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under this Agreement and do not otherwise constitute a part of this Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this Agreement.

"**Gross Revenues**" means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, the proceeds of refinancing loans to the extent the refinancing loan proceeds exceed the amount of an outstanding loan or loans against the Property, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with this Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) items listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

"**HOME Agreement**" means an agreement between the City and the Participant in form reasonably acceptable to the Executive Director under which the HOME Amount is made available to defray a portion of the cost of construction of the Improvements.

"**HOME Amount**" means the approximate sum of One Million Dollars ($1,200,000).

"**HOME Program**" means a program operated by the City to assist the provision of affordable housing in conformance with the HOME Regulations.

"**HOME Regulations**" means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

"**HOME Requirements**" means limitations on household income and/or household size as established by the HOME Regulations.

"**HCD**" means the Housing and Community Development Department of the State of California.

"**Housing Rent**" means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* or other method of determining utility allowances as permitted by TCAC and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

"**Improvements**" means all of the improvements described in or referenced in the Scope of Development.

"**Income Verification**" means Attachment No. 10 to this Agreement.

"**Legal Description of the Site**" means Attachment No. 2 to this Agreement.

"**Low Income Households" or "Lower Income Households**" means households earning not greater than sixty percent (60%) of Median Income.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

"**Maturity Date**" means the fifty-eighth (58th) anniversary of the July 1st first following the Date of Agreement (namely, July 1, 2066).

"**Median Income**" means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Agreement**" means a memorandum of agreement in the form of Attachment No. 13 to this Agreement.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; the cost of social services and other housing supportive services provided at the Development consistent with Participant's approved application(s) to TCAC or CDLAC of the Site, actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development's site management staff; a management fee ("Management Fee") (excluding any on-site management personnel) of not to exceed six percent (6%) of Gross Revenues; payments on any deferred portion of the Developer Fee; an asset management fee of not to exceed the amount provided in the Participant's partnership agreement in effect on the date of commencement of construction of the Development ("Partnership Agreement"); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the

Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to this Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Annual Financial Statement and Residual Receipts Report and shall be broken out in line item detail.

"**Operating Reserve**" means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Participant's lenders and investors or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. To the extent Participant is required to maintain an Operating Reserve by any Approved Construction and/or Permanent Lender, Participant shall receive a credit hereunder for such amounts maintained by Participant in compliance with such Approved Construction and/or Permanent Lender operating reserve requirement. It is contemplated that the Operating Reserve will be held by the Permanent Lender or investor. The Operating Reserve shall be maintained throughout the term required by the Permanent Lender or investor.

"**Operating Year**" means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

"**Participant**" means MV Hemlock Limited Partnership, a California limited partnership.

"**Participant Certificate**" means a certificate in the form of Attachment No. 14 hereto.

"**Permitted Senior Lien**" means a loan or loans in favor of an institutional lender or lenders approved by the Agency, in an amount not to exceed the estimated cost of the Improvements not funded by the Agency Disbursement Amount or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

"**Prescribed Rent Levels and Tenant Mix**" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed

subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

"**Primary Construction Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to this Agreement.

"**Primary Permanent Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and outstanding development costs.

"**Principals**" means, for purposes of this Agreement, each of: James M. Jernigan, Rancho Belago Developers, Inc., a California corporation, _____, _____ and _____.

"**Project Documents**" means, collectively, this Agreement, the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the Tax Credit Regulatory Agreement, the HOME Agreement, the Memorandum of Agreement, all other Attachments to this Agreement, and any other agreement, document, or instrument that Agency requires in connection with the execution of this Agreement or from time to time to effectuate the purposes of this Agreement.

"**Redevelopment Plan**" is defined in Section 1.5 hereof.

"**Related Entity**" means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

"**Reporting Amounts**" means the sum of Two Hundred Fifty Hundred Dollars ($250.00) per unit per year for each dwelling unit as to which the Participant fails to deliver to Agency, during any Operating Year, a full and adequate report that conforms to Section 33418 of the California Health and Safety Code.

"**Request for Notice of Default**" means Attachment No. 6.

"**Required Affordable Units**" means not fewer than seventy-seven (77) of the seventy-eight (78) of the dwelling units required to be developed on the Site under this Agreement.

"**Required Covenant Period**" means a period of fifty-eight (58) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

"**Residual Receipts**" for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of (a) Operating Expenses and, to the extent funded, (b) Chargeable Fees and Reserves as required by this Agreement and made during the corresponding Operating Year (iii) payments made

for the deferred portion of the Developer Fee. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of this Agreement, by the Agency. Provided that the written approval of the Executive Director is first obtained (which may be given or withheld at the Executive Director's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

"**Residual Receipts Note Payments**" or "**Note Payments**" means all payments required to be made pursuant to the Agency Note.

"**Schedule of Performance**" means Attachment No. 3 to this Agreement. The Schedule of Performance sets forth the dates by which Participant is to perform certain obligations under this Agreement.

"**Scope of Development**" means Attachment No. 7 to this Agreement.

"**Site**" means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site. The Site consists of two noncontiguous parcels.

"**Site Map**" means Attachment No. 1 to this Agreement.

"**Site Value**" means the value of the Site as of the Date of Agreement, namely One Million Nine Hundred Fifty Thousand Dollars ($1,950,000).

"**Stabilized Occupancy**" means occupancy of at least ninety percent (90%) of the Units for three (3) consecutive months.

"**Tax Credit Deadline**" means July 20, 2011 or such other date established by TCAC as a subsequent round funding deadline for 4% Tax Credits during 2011.

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Regulatory Agreement**" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

"**Tax Credits**" or **"4% Tax Credits"** means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

"**Title Company**" shall be First American Title or another title insurer mutually acceptable to the Agency and the Participant.

"**Unit**" means each of the seventy-eight (78) dwelling units required to be developed by the Participant under this Agreement.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Very Low Income Unit**" means a Unit occupied at Affordable Rent by a Very Low Income Household.

"**Year**" means a calendar year.

1.2 Singular and Plural Terms. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 References and Other Terms. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 The Redevelopment Plan. The Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the "Project Area." The use of the Site for affordable housing purposes under this Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement.

1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions. Participant represents and warrants to Agency as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Participant has been fully authorized by all requisite actions on the part of the Participant. The parties who have executed this Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site for an amount equal to the Site Value.

(g) **Tax Credits**. Participant has applied for or obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this Agreement, the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note, the Agency Deed of Trust, and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under this Agreement.

Until the recording of the City Covenants and/or Agency Participant CC&Rs, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6 not to be true as of the Closing, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an adverse effect on the development and/or operation of the Site. If Agency elects to proceed with the recording of the Agency Participant CC&Rs and/or the City Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the

recording of each of the Agency Participant CC&Rs, the City Covenants, and any instruments required to be recorded under the HOME Agreement, subject to such exception(s).

2. SITE CONTROL; PARTICIPANT PAYMENTS

2.1 Ownership of the Site; Obligation to Develop and Operate.

The Participant warrants and represents that it holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the Agency Disbursement Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this Agreement and shall make all Residual Receipts Note Payments, and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs throughout the Required Covenant Period.

2.2 Participant Payments. The Agency Note provides for the Participant to make payments to the Agency, which obligation is further evidenced by the Agency Note. Excepting for amounts payable to the Agency pursuant to Section 3.3 of this Agreement (which amounts shall be payable as therein provided), amounts payable to the Agency shall be paid in accordance with the terms of the Agency Note.

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE

3.1 **Agency's Conditions to Disbursement of the Agency Disbursement Amount**. The Agency shall not disburse any portion of the Agency Disbursement Amount to the Participant, as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Title to Site.** Participant shall have provided proof satisfactory to the Executive Director that Participant holds fee title to the Site.

(b) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, any instruments required to be recorded under the HOME Agreement, and the Affordability Restriction Notice have all been recorded.

(c) **Evidence of Financing.** Participant shall have provided written proof acceptable to Agency that the Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 hereof. In the event Participant obtains a loan or financing for the construction of the Development, such construction loan or financing for the Development shall be ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1, shall be immediately available for use in constructing the Improvements.

(d) **Allocation of 4% Tax Credits**. TCAC shall have issued a preliminary reservation of 4% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(e) **Title Insurance**. Participant shall have obtained at its expense and caused to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Amount) showing a lien position conforming to this Agreement.

(f) **Land Use Entitlements; City Covenants**. Participant shall have obtained City and the Agency approval of the basic concept drawings and design development drawings, and shall have received all land use entitlements for the Development (but for payment of fees associated therewith) from the City, including conditional use permit(s) or variance(s), if required, and including approval of all documentation, studies, and other reports required by the California Environmental Quality Act and the National Environmental Policy Act, as applicable.

(g) **Construction Contract.** Agency hereby approves SBI Builders, Inc. as the Participant's general contractor. Upon award of the construction contract, Participant shall provide to the Agency a signed copy of a fixed-price contract or a not-to-exceed contract between the Participant and the general contractor for the construction of the Development, certified by the Participant to be a true and correct copy thereof, and Executive Director shall have approved such

contractor, and the construction contract. The parties acknowledge that the principals of the contractor are or may be Related Parties to the Participant. However, nothing contained in this subsection (e) shall be deemed to create any responsibility or liability on the part of Agency for selection of the contractor(s) of for construction of the Improvements, the Participant being solely responsible for such activities.

(h) **Payment, Performance and Completion Bonds.** Participant shall have obtained payment bonds and performance and completion bonds for off-site improvements as may be required by City in connection with the development of the Site, in an amount and from a surety company reasonably acceptable to the Executive Director. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(i) **Confirmation by Lender Concerning Disbursements.** The Agency shall have received written confirmation from a reasonably acceptable construction lender that such lender agrees to cause the disbursement of funds consistent with Section 4.16 of this Agreement or that such construction lender acknowledges that the disbursement of the Agency Disbursement Amount will be accomplished by Agency in the manner described in Section 4.16 of this Agreement.

(j) **Participant Certification.** Agency shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate signed by an officer of Participant) to such effect.

(k) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(l) **Occupancy of Required Affordable Units**. The Required Affordable Units shall be occupied in accordance with this Agreement.

(m) **Representations and Warranties.** The representations and warranties of Participant contained in this Agreement shall be correct as of the request for disbursement of the Agency Disbursement Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate signed by an officer of Participant.

(n) **No Default.** No Event of Default by Participant shall have occurred under this Agreement or the HOME Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under this Agreement or the HOME Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in this Section 3.1, or to Agency's obligations hereunder, are for Agency's benefit only and Executive Director may waive all or any part of such rights by written notice to Participant. If Executive Director shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, Agency may, upon ten (10) days' written notification, terminate this Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of

Agency and is to be memorialized by written notice to the Participant stating that this Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

3.2 **Agency Disbursement Amount**. Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the Agency Disbursement Amount. Disbursement of the Agency Disbursement Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this Agreement. The Agency Disbursement Amount is being disbursed as a loan, all of the Agency Disbursement Amount to be repaid from Residual Receipts as set forth in the Agency Note. The Agency Note shall be secured by the Agency Deed of Trust. The Agency Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to liens securing repayment of the Primary Construction Loan, the Primary Permanent Loan and amounts loaned by the City under the HOME Agreement.

3.3 **Agency Note; Submittal of Annual Financial Statement and Residual Receipts Reports**. The Participant shall, prior to disbursement of any of the Agency Disbursement Amount by Agency, execute and deliver to Agency the Agency Note, and shall additionally execute and cause to be recorded as to the Site the Agency Deed of Trust and the Memorandum of Agreement. The Participant shall make all payments as provided under the Agency Note.

The Participant shall annually, at the time the Participant makes its Annual Financial Statement and Residual Receipts Report to tax credit investors or its lenders, but not later than June 15 as to the preceding calendar year, submit its Annual Financial Statement and Residual Receipts Report to the Agency. Such submittals shall continue until the Agency Note has been satisfied and the Agency Deed of Trust reconveyed.

3.3.1 **Residual Receipts Report**. Participant shall annually, on or before June 15, commencing in the first year after the issuance of the first certificate of occupancy for the Development issued by City's building official, submit to the Agency a Residual Receipts Report for the Development, which shall provide the basis for Participant's payment of Residual Receipts to the Agency.

3.3.2 **Annual Financial Statement**. Participant shall also annually submit to the Agency, on or before the June 15 nearest following the end of Participant's Operating Year, commencing in the Operating Year after the issuance of the first certificate of occupancy for the Development, Annual Financial Statement and Residual Receipt Reports as to the Development that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such Annual Financial Statement and Residual Receipts Report presents the financial position, results of operations, and cash flows fairly and in accordance with GAAP, as to the Development.

3.3.3 **Prepayment**. The Agency Loan shall be subject to prepayment on terms and conditions reasonably acceptable to the Executive Director in his/her reasonable discretion.

3.3.4 **Assumption**. The Agency Note shall not be assumable by successors and assigns of Participant without the prior written consent of the Agency pursuant to Section 7.11 hereof (which may be given, refused or conditioned at the sole discretion and absolute discretion of the Agency).

3.3.5 **Security for the Agency Loan**. The Agency Note shall be secured by the Agency Deed of Trust to be recorded as an encumbrance to Participant's interest in the Site as provided herein. The Agency Deed of Trust securing the Agency Note for the Development shall be junior and subordinate to the Primary Loan, which is to be considered for approval by the Agency pursuant to Section 4.15 hereto in accordance with the standards set forth therein. The Agency Deed of Trust shall be senior and non subordinate to all other financing, encumbrances, and liens, except the approved Primary Loan, the loan by the City under the HOME Agreement, and such other loan(s) as may be approved by the Agency pursuant to Section 4.15 hereof.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 **Scope of Development.** The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

4.2 **Design Review.**

4.2.1 **Participant Submissions.** Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 **City Review and Approval.** The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 **Revisions.** Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 **Defects in Plans.** The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design

Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

4.3 Time of Performance; Progress Reports. The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Construction. The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; excepting for the disbursement by Agency of the Agency Disbursement Amount by the Agency as provided herein. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

4.5 Insurance Requirements. Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by Agency, the following policies of insurance in form and substance reasonably satisfactory to Agency:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning,

windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to Agency. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to Agency, showing Agency as an additional insured and loss payee. Agency shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which Agency has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by Agency) shall be delivered to Agency from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to Agency evidence of renewal or replacement of such policy reasonably satisfactory to the Executive Director.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars ($10,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide—Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

4.5.2 Waiver of Subrogation. Participant hereby waives all rights to recover against Agency (or any officer, employee, agent or representative of Agency) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration and Participant shall complete

the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Participant, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Participant will be entitled to all insurance proceeds after paying to Agency from such proceeds an amount equal to any assistance expended by Agency but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the Agency may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.7 **Indemnity.** Participant shall defend (by counsel satisfactory to Agency), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the Agency Disbursement Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; (v) the ownership, occupancy or use of the Site; or (vi) claims or losses based upon statutes or regulations providing for the payment relocation benefits, the rendering of relocation advisory assistance, payments for loss of business or loss of goodwill in connection with the acquisition of the Site and the preparation of the Site for the development and operation of the Improvements. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the Agency with respect to the consequences of any act of gross negligence or willful misconduct of the Agency. Participant's obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Agreement and the City Covenants.

The Participant shall reimburse the Agency immediately upon written demand for all costs reasonably incurred by the Agency (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Agency) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the Agency's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the Agency is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the Agency, provided that Agency gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Agreement or the City Covenants.

The Participant shall indemnify the Agency from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the Agency harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the Agency shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that any commitment by Agency or City hereunder to provide a portion of the funding for the Development, as otherwise set forth herein, shall only be accomplished through fund balance from redevelopment housing set-aside funds and/or HOME moneys. The Participant fully understands and acknowledges that any provision of funding by the Agency or the City shall be accomplished from the combination of those two sources of funding and shall not constitute an obligation of the City's general fund.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

4.8 **Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for

the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8.

4.9 Compliance With Laws. Participant shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* and the HOME Regulations. Participant, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Although the Participant has informed the Agency and the parties believe that the Prevailing Wage Law is not applicable herein the only funds being provided by the Agency hereunder are from the Agency's Low and Moderate Income Housing Fund and thus under the exceptions set forth in Labor Code Section 1720(c)(6)(E), Participant shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Participant hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Participant's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Participant shall comply with the Tax Credit Regulatory Agreement, the HOME Agreement and the City Covenants.

Without limitation as to Section 4.7 of this Agreement, Participant shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Participant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Participant

shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Participant.

4.10 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

4.12 Liens and Stop Notices. Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

(c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion. Promptly after completion of the Improvements in conformity with this Agreement, Agency shall furnish the Participant with a Certificate of Completion substantially in the form of Attachment No. 8. Agency shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. If Agency refuses or fails to furnish a Certificate of Completion after written request from Participant, Agency shall, within fifteen (15) days of receipt of written request therefor, provide Participant with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the actions Participant must take to obtain the Certificate of Completion. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4.14 Further Assurances. Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Agency all documents, and take all actions, reasonably required by Agency from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.15 Financing of the Improvements.

4.15.1 Approval of Financing. As required herein and as an Agency Condition Precedent to the disbursement of the Agency Disbursement Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement ("Proof of Financing Commitments").

The Agency shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, and are otherwise reasonable and customary. Such consent may be included in an "Inter-Creditor Agreement" in connection with which the Agency will agree to subordinate, for the benefit of such lender, the obligation to make payments which become due under the Agency Note in the event such lender should acquire the Participant's interest in the Site upon foreclosure by such lender. If Agency shall disapprove any evidence of financing, Agency shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to Agency new evidence of financing. Agency shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to Agency. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development. In the event a preliminary reservation of Tax Credits is not obtained by the Participant or the Participant is unable to cause Tax Credits to be marketed generating capital for construction of the Improvements on or before the Closing Deadline, this Agreement shall be subject to termination by the Agency. The following requirement must be satisfied in order for the financing utilizing Tax Credits to be approved by the Agency pursuant to this Section 4.15.1:

(i) Not less than twenty percent (20%) of such equity investment shall be payable no later than the completion of construction of the Improvements, as evidenced by the issuance of the Certificate of Completion for the Improvements.

The Participant understands and agrees that Participant, one or more of the Principals of Participant or other party may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the Agency as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

4.15.2 <u>No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development</u>. Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the Agency's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the Executive Director upon request and which set forth such costs, unless the written approval of the Executive Director is first obtained. The Participant shall notify the Agency in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, Agency agrees to subordinate the Agency Deed of Trust, Memorandum of Agreement, the City Covenants and the Affordability Restriction Notice and to the extent provided in Section 4.15.7, the Agency Participant CC&Rs and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the Agency to cure. The Agency authorizes the Executive Director to execute such instruments on behalf of the Agency without necessity of further action by the governing board of the Agency.

4.15.3 <u>Holder Not Obligated to Construct Improvements</u>. The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall

not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the Agency may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this Agreement, the Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of this Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default. The Executive Director is authorized to consent, on behalf of the Agency, to the provision of similar cure rights to the limited partner as reasonably requested by the tax credit investor; provided that costs associated with evidencing such cure rights shall be borne by the Participant to defray all of Agency's legal and staff costs associated therewith, using those charges customarily applied by the Agency's contract attorneys and Agency staff where billing is to private clients.

4.15.5 Failure of Holder to Complete Improvements. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from Agency of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership

of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an Inter-Creditor Agreement, and in addition shall supplement and not limit the Agency's rights under the Agency Participant CC&Rs or by operation of law.

4.15.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the Agency in curing such default.

In addition, the Participant, shall use its best efforts to cause the Primary Construction Lender and the Primary Permanent Lender to agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the Agency and the Agency shall have not less than sixty (60) days following receipt by Agency of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under the Agreement.

4.15.7 **Limited Subordination of Covenants.** It is contemplated that financing for the Development will be provided from funds of the Participant, the Agency Disbursement Amount, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the Agency agrees to the subordination of the Agency Deed of Trust and those provisions of the Agency Participant CC&Rs and the City Covenants that limit rents to affordable rents and limit occupants to households of specified incomes on the basis set forth in this Section 4.15.7. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in the Inter-Creditor Agreement (which shall include rights of the Agency to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing the Primary Construction Loan, the Primary Permanent Loan, or the loan of the HOME Amount under the HOME Agreement, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs and the City Covenants with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs and the City Covenants will no longer be applicable. Any subordination agreement required pursuant to this Section 4.15.7 may be signed by the Executive Director of the Agency, without further approval(s).

4.16 **Mechanics of Disbursement of Agency Disbursement Amount.**

4.16.1 Provided that the Conditions Precedent to Disbursement have first been satisfied, the Agency shall make available to the Participant the Agency Disbursement Amount as follows:

(a) Five Million Three Hundred Thousand Dollars ($5,300,000) concurrently with the closing of the Primary Construction Loan;

(b) Eight Hundred Thousand Dollars ($800,000) concurrently with the closing of the Primary Permanent Loan; and

(c) Two Hundred Thousand Dollars ($200,000) on the first (1st) anniversary of the closing of the Primary Permanent Loan.

4.16.2 Excepting only for the Agency Disbursement Amount, the Participant assumes all responsibility for any and all costs to develop the Development. All amounts disbursed by the Agency to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.3 The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any

consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

4.17 Establishment and Maintenance of Accounts. Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve, at such time as may be required by the lenders and/or investors.

The Participant shall provide to Agency, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Annual Financial Statement and Residual Receipts Report. The report shall be delivered by Participant to Agency on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the Agency, to the computation and verification of the all payments due by Participant under this Agreement (including without limitation under the Agency Note and the Agency CC&Rs), including without limitation a certified financial audit for the Participant each Year until the Agency Note has been fully satisfied; if the Agency has reasonable cause to believe there has been an under-reporting, or otherwise at the Agency's discretion, the Agency may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the Agency and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the Agency. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to Agency for the corresponding year, the Participant shall reimburse the Agency for the cost of the audit).

5. COVENANTS AND RESTRICTIONS.

5.1 Use Covenants. Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs, the City Covenants, the HOME Agreement, and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs and the City Covenants shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

5.2 Affordable Housing Requirements.

5.2.1 Number of Affordable Units. Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent Subject to modification if mutually approved by the parties and further subject to the possible approval of greater or deeper affordability restrictions or requirements by CDLAC or TCAC, there shall be seventy-seven (77) Required Affordable Units on the Site, with affordability for those units to be provided in conformity with the Prescribed Income Levels and Affordable Rents. The restriction of Units in addition to the Required Affordable Units at limited rent levels, in connection with requirements for tax credits, shall not be deemed to constitute a violation of this Agreement. An example of the calculation of Affordable Rent for the Units is attached hereto as Attachment No. 7 and incorporated herein. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect and the Participant agrees to execute an amendment to the Agency Participant CC&Rs and the City Covenants conforming to those additional Units as may be restricted under tax credit or other programs as utilized in connection with the development of the Improvements or the operation of rental housing units thereon. In the event CDLAC or TCAC imposes greater or deeper affordability restrictions or requirements, this Agreement and the attachments hereto will be conformed to meet such requirements.

5.2.2 Duration of Affordability Requirements. The Required Affordable Units shall be maintained as rental units available at and rented to Very Low Income Households and Lower Income Households consistent with the Prescribed Rent Levels and Tenant Mix throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

5.2.3 Selection of Tenants. Participant shall be responsible for the selection of tenants for the Required Affordable Units in compliance with the criteria set forth in Section 5.3 of this Agreement and consistent with the Prescribed Rent levels and Tenant Mix. To the greatest extent legally allowable, preference will be afforded residents of the City and their relatives. No Units shall be restricted on the basis of age.

5.2.4 Income of Tenants. Each tenant shall be a Very Low Income Household or Lower Income Household (as prescribed in accordance with the Prescribed Rent Levels and Tenant Mix) which meets the eligibility requirements established for the corresponding Required Affordable Unit, and Participant shall obtain a certification from each tenant renting or leasing each housing unit which substantiates such fact. Participant shall verify the income certification of each tenant as set forth in Section 5.3 hereof. Prior to the rental of any housing unit on the Site to a tenant, and annually thereafter, the Participant shall submit to Agency or its designee, at Participant's expense, a completed income computation and certification form, in a form to be provided by Agency.

5.2.5 Determination of Affordable Rent for the Housing Units. Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided herein: the maximum monthly rental amount for the Required Affordable Units to be rented to:

(a) Very Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(b) Lower Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (60%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement; and

"Household size appropriate to the Unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: an amount equal to the number of bedrooms in the unit plus one (i.e., for a one-bedroom unit, 2 people; for a two-bedroom unit, three people); provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of HCD. Actual rent charged may be less than such maximum rent.

Notwithstanding the foregoing portion of this Section 5.2.5, the Participant agrees that rents shall not exceed the Prescribed Rent Levels. Participant acknowledges that such Prescribed Rent Levels will further diminish rents from the Development.

5.2.6 Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as in connection with the authorization of a preliminary reservation of tax credits (the "Tax Credit Regulatory Agreement") or the HOME Requirements is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement and Bond Regulatory Agreement or, if more restrictive, the HOME Requirements shall control and the Participant's compliance therewith shall not be a default hereunder.

5.3 Verifications.

5.3.1 Income Verification. Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely the Required Affordable Units.

5.3.2 Annual Reports. Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records pertaining to each and every Unit in the Development, and not merely the Required Affordable Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2013 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Annual Financial Statement and Residual Receipts Report (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Development ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, payment of fees and any other remuneration to Participant (including without limitation any deferred portion of the Developer Fee all certified by the Annual Financial Statement and Residual Receipts Report. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note. Participant agrees to maintain records in a businesslike manner, and to maintain such records for so long as the Agency Participant CC&Rs or the City Covenants remain in effect. The income and rent restrictions provided for hereunder are intended and shall be maintained in a manner sufficient to satisfy the requirements of Health and Safety Code Section 33413(b).

5.4 Maintenance of Site. Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

5.5 Nondiscrimination Covenants. Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site or any portion thereof. The foregoing covenants shall run with the land.

Participant shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. Agency shall have the right, if the Agreement or any covenants in any agreement pursuant to this Agreement, including without limitation the Agency Participant CC&Rs, the City Covenants or the HOME Agreement are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and such covenants may be entitled.

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES.

As a material inducement to Agency to enter into this Agreement, Participant represents and warrants to Agency that:

6.1 Formation, Qualification and Compliance. Participant (a) is a California corporation validly existing and in good standing under the laws of the State of California; (b) has all

requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the Agency in this Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the Agency in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

6.2 **Execution and Performance of Project Documents**. Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

6.3 **Covenant Not to Transfer Except in Conformity**. Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the Executive Director, which consent may be granted or refused in the Executive Director's sole and absolute discretion; except Agency shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit compliance period. Any sale, lease, transfer or conveyance without such consent shall, at Agency's option, be void. A change in ownership of the Participant resulting in the entities executing this Agreement on behalf of Participant retaining less than fifty-one percent (51%) ownership of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the Required Affordable Units to Very Low Income Households and Lower Income Households to afford the community a long-term, quality affordable housing resource.

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 **Default Remedies**. Subject to the extensions of time set forth in Section 7.10 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this Agreement, and without limiting or affecting rights of parties hereto to terminate this Agreement, the claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 **Institution of Legal Actions**. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

7.3 **Termination by the Participant**. The Participant shall have no right to terminate this Agreement.

7.4 **Termination by Agency**. In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2012):

7.4.1 Participant fails to obtain one or more of an allocation for private activity bonds from CDLAC or enter into the HOME Agreement or to provide by the Tax Credit Deadline evidence satisfactory to the Executive Director that sufficient funding will be available for the Development;

7.4.2 The Participant fails to enter into the HOME Agreement with the City under which the City commits to disburse the HOME Amount to defray a portion of the cost of construction of the Improvements; or

7.4.3 Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this Agreement;

7.4.4 One or more of the Conditions Precedent to Disbursement of the Agency Disbursement Amount has not been satisfied;

7.4.5 Participant fails to execute the Agency Participant CC&Rs, the City Covenants, the HOME Agreement or the Memorandum of Agreement;

7.4.6 The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

7.4.7 Participant is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this Agreement by Agency to the Participant and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

7.5 **Acceptance of Service of Process**. In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 **Inaction Not a Waiver of Default**. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.9 **Modification of Agency Participant CC&Rs**. In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs set forth as Attachment No. 9 and the City Covenants set forth as Attachment No. 15 hereto, then, from time to time upon receipt of request therefor from the Executive Director, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs and the City Covenants; such request(s) by the Executive Director can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs or the City Covenants have been recorded.

7.10 **Enforced Delay; Extension of Times of Performance**. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the

mutual agreement of Agency and Participant. The Agency Executive Director shall have the authority to approve extensions on behalf of Agency to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Participant to provide the Owner/Agency Indemnity or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

7.11 Limitation Upon Transfer. The qualifications and identity of the Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into this Agreement with the Participant. For the period commencing upon the date of this Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to Occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

7.11.1 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Agency shall not unreasonably withhold its approval of an assignment of this Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate; and (d) the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development.

In the event of a proposed assignment by Participant not permitted under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant the Obligations of this Agreement.

7.11.2 Agency Consideration of Requested Transfer. Agency agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Housing Units in conformity with this Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to Agency requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, the City Covenants and the HOME Agreement remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to

flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by Agency. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the Agency to receive compensation (in connection with such transfer to tax credit investors). Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which Agency reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the Agency pursuant to this Agreement, the Participant shall remain liable for performance pursuant to this Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require Agency/Executive Director approval, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to Agency such further information as may be reasonably requested.

7.11.3 **Successors and Assigns**. All of the terms, covenants and conditions of this Agreement shall be binding upon the Participant and its permitted successors arid assigns. Whenever the term "Participant" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided. In addition, the Agency will not unreasonable withhold its approval of a transfer made at the conclusion of the tax credit compliance period to the Participant and affiliates upon the removal of the tax credit investor, so long as there are no defaults under this Agreement and the transferee agrees to be bound by all executory provisions of this Agreement.

7.11.4 **Assignment by Agency**. Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Participant.

7.12 **Non-Liability of Officials and Employees of Agency**. No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

7.13 **Relationship Between Agency and Participant**. It is hereby acknowledged that the relationship among the Agency and Participant is not that of a partnership or joint venture and that Agency and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

7.14 **Agency and City Approvals and Actions**. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director is authorized to act on behalf of the Agency unless specifically provided otherwise or the law otherwise requires. When a reference is made herein to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

7.15 **Real Estate Brokers**. Agency and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.16 **Attorneys' Fees**. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8. MISCELLANEOUS

8.1 **Obligations Unconditional and Independent.** Notwithstanding the existence at any time of any obligation or liability of Agency to Participant, or any other claim by Participant against Agency, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

8.2 **Notices.** All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant: MV Hemlock Limited Partnership
Attention: James M. Jernigan
5051 Canyon Crest Drive, Suite 104
Riverside, California 92507
Telephone: _____
Fax: _____

with copy (the mailing of which shall not constitute notice to Participant) to: Goldfarb and Lipman, LLP
Attention: Robert C. Mills
1300 Clay Street, 11th Floor
Oakland, California 94612

If to Agency: Community Redevelopment Agency of the City of Moreno Valley

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Executive Director

with copy (the mailing of which shall not constitute notice to Agency) to:

Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone: (949) 725-4167
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.3 Survival of Representations and Warranties. All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency notwithstanding any investigation made by Agency.

8.4 No Third Parties Benefited Except for City. This Agreement is made for the purpose of setting forth rights and obligations of Participant and Agency, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this Agreement. Participant acknowledges that, notwithstanding the foregoing portion of this Section 8.4, pursuant to AB 987 and the amendments to Health and Safety Code Section 33334.3 made effective as of January 1, 2008 by that bill, violations of the covenants, conditions and restrictions relating to affordable housing contained in the Agency Participant CC&Rs may now be enforceable not only by the Agency and the City, but also by each of the persons and/or entities listed in Section 33334.3(f)(7) of the Health and Safety Code, specifically (1) residents of affordable units subject to covenants recorded pursuant to Health and Safety Code Section 33334.3(f)(1) (each, a "Covenanted Unit"), (2) the most recent former residents of such a Covenanted Unit, (3) applicants that are Lower Income Households and Very Low Income Households that are denied occupancy of such a Covenanted Unit, and (4) persons that are Lower Income Households or Very Low Income Households and who are on a waiting list for occupancy of such a Covenanted Unit. Nothing in this Section 8.4 or this Agreement (including the Attachments hereto) is intended to provide an enforcement right to any person or entity not specifically made an intended third party beneficiary of this Agreement; any such third party shall be limited in their right to enforce affordability restrictions to the extent provided by Health and Safety Code Section 33334.3(f).

8.5 Binding Effect; Assignment of Obligations. This Agreement shall bind, and shall inure to the benefit of, Participant and Agency and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the

prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole and absolute discretion. Any such assignment without such consent shall, at Agency's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units in conformity with this Agreement.

8.6 Counterparts. Provided that the written approval of the Executive Director is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.7 Prior Agreements; Amendments; Consents. This Agreement (together with the other Project Documents) contains the entire agreement between Agency and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this Agreement and such other Project Documents or other agreements between the parties preceding the Date of Agreement, including without limitation that certain agreement entitled "Conditional Commitment Letter" dated as of March 8, 2011, are hereafter of no further force and effect. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 45 and Attachments 1 through 16, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the Agency and the Participant.

8.8 Governing Law. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Participant irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as Agency may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Participant also waives any objection regarding personal or in rem jurisdiction or venue.

8.9 Severability of Provisions. No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all pro-visions of the Project Documents are hereby declared to be severable.

8.10 Headings. Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.11 Conflicts. In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with

respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.12 **Time of the Essence.** Time is of the essence of all of the Project Documents.

8.13 **Conflict of Interest.** No member, official or employee of Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.14 **Warranty Against Payment of Consideration.** Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____

By: James M. Jernigan,
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

ATTACHMENT NO. 1

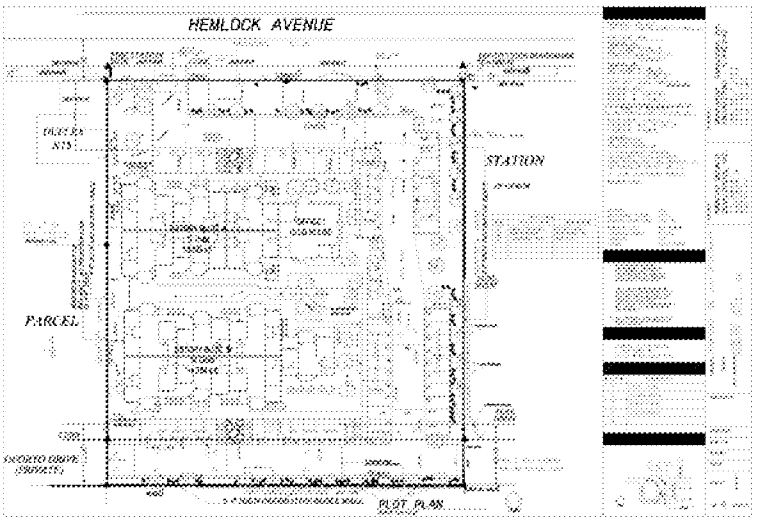

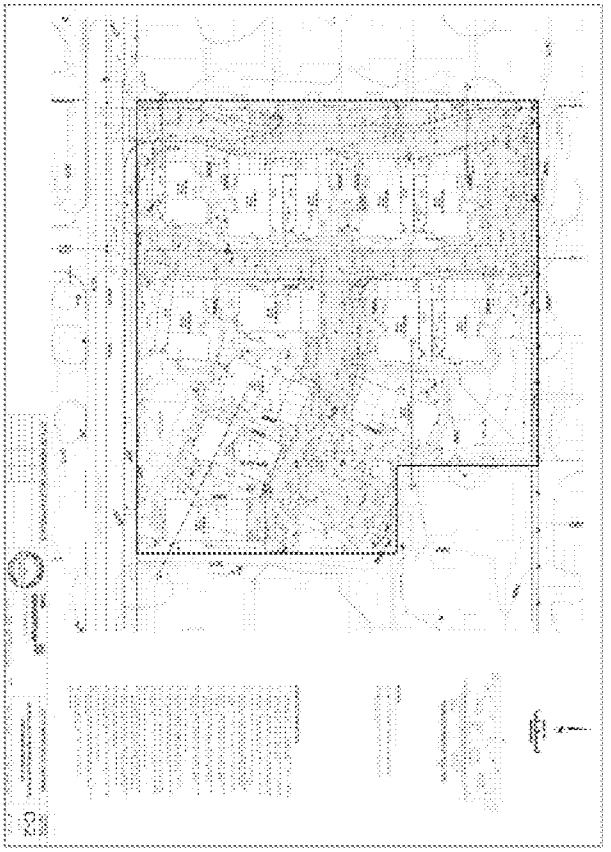

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Attachment C

MV00109195

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “CARPORT” AND “PARKING” AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS “STAIRWAY”.

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “RESTRICTED COMMON AREA” FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is June 21, 2011. The Executive Director may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Participant shall be performed.

1. Satisfaction of Conditions Precedent to Disbursement of Agency Disbursement Amount. Participant shall satisfy the Conditions Precedent to Disbursement of Agency Disbursement Amount.	Not later than the Closing Deadline.
2. Recording. The Agency CC&Rs, and Memorandum of Agreement are recorded.	On or before the Closing Deadline.
3. TCAC Approval. The Participant shall have obtained a preliminary reservation of tax credits by TCAC.	On or before September 30, 2011.
4. Commencement of Construction. The Participant shall have commenced construction of the Improvements.	On or before December 30, 2011.
5. Completion of Construction. Participant shall complete construction of the Improvements.	Within fourteen (14) months after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction.
6. Rental Units Occupied. Participant causes the Required Affordable Units to be occupied using the Prescribed Rent Levels in conformity with the Agreement.	Within one hundred twenty (120) days after the earlier of (i) completion of construction or (ii) the time established for completion of construction in this Schedule of Performance.

ATTACHMENT NO. 4

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TO: Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

The undersigned,_____, being duly authorized to execute this Certificate of Continuing Program Compliance (this "Certificate") on behalf of MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), hereby represents and warrants that:

1. He has read and is thoroughly familiar with the provisions of the Affordable Housing Agreement (the "AHA") by and between the Agency and the Participant dated as of June 21, 2011, including without limitation the Agency Participant CC&Rs and other attachments thereto. Capitalized terms used herein shall have the same meaning as that set forth in the AHA; and

2. As of the date of this Certificate, the following number of completed residential units at the Site: (i) are currently occupied by Very Low Income Households at Affordable Rent; (ii) are currently occupied by Lower Income Households at Affordable Rent; (iii) are currently occupied by Moderate Income Households at Affordable Rent, (iv) are currently occupied by Extremely Low Income Households at Affordable Rent, or (v) are currently vacant and being held available for occupancy by a Very Low Income Household, a Lower Income Household, or a Moderate Income Household and have been so held continuously since the date a Very Low Income Household, a Lower Income Household or Moderate Income Household vacated such unit:

Occupied at an Affordable Rent by:

Extremely Low Income Households (30%) _____ # of Units, Nos.:
Very Low Income Households (50%) _____ # of Units, Nos.:
Lower Income Households (60%) _____ # of Units, Nos.:
Moderate Income Households (120%) _____ # of Units, Nos.:

Vacant:

a. Held for occupancy by:

i. Extremely Low Income Households (30%) _____ # of Units, Nos.:
ii. Very Low Income Households (50%) _____ # of Units, Nos.:
iii. Lower Income Households (60%) _____ # of Units, Nos.:
iv. Moderate Income Households (120%) _____ # of Units, Nos.:

b. Last occupied by:

i. Extremely Low Income Households (30%) _____ # of Units, Nos.:
ii. Very Low Income Households (50%) _____ # of Units, Nos.:
iii. Lower Income Households (60%) _____ # of Units, Nos.:
iv. Moderate Income Households (120%) _____ # of Units, Nos.:

3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than one hundred percent (100%) of the Required Affordable Units as completed units in the Project been occupied by, or been last occupied, or have been available for occupancy by Extremely Low Income Households (30%), Very Low Income Households (as described above), Lower Income Households (60%) or Moderate Income Households (120%) at an Affordable Rent.

4. The Participant is not in default under the terms of the Agreement, including without limitation the attachments thereto (such as the Agency Participant CC&Rs and the City Covenants).

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

(PARTICIPANT)

ATTACHMENT NO. 5

CALCULATION OF AFFORDABLE RENTS

Riverside County
Affordable Rent Worksheet

(2010 Income Figures)

1. Income Eligibility[1]

The first step in determining eligibility for an affordable housing program is determining whether the family which will be purchasing or renting the housing unit meets the following income standards applicable to **Riverside** County, based upon the size of the family:

Income Level	*1 person household*	*2 person household*	*3 person household*	*4 person household*	*5 person household*	*6 person household*	*7 person household*	*8 person household*
Extremely Low	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
Lower	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median	$45,500	$52,000	$58,500	$65,000	$70,200	$75,400	$80,600	$85,800
Moderate	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

[1] Based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development ("HCD") by memorandum dated as of June 17, 2010 and which memorandum was posted to the HCD website. These median income numbers are revised annually.

2. Determining Affordable Rent

For **rental housing**, the second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts.

For **Extremely Low Income** Households:[2]

- renting a **0 bedroom** unit, monthly rent may not exceed **$341.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **$390.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$438.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **$487.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$526.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **$565.50**

For **Very Low Income** Households:[3]

- renting a **0 bedroom** unit, monthly rent may not exceed **$568.75**
- renting a **1 bedroom** unit, monthly rent may not exceed **$650.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$731.25**
- renting a **3 bedroom** unit, monthly rent may not exceed **$812.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$877.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **$942.50**

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[2] Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(1).

[3] Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(2).

For **Lower Income** Households:[4]

- renting a **0 bedroom** unit, monthly rent may not exceed **$682.50**
- renting a **1 bedroom** unit, monthly rent may not exceed **$780.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$877.50**
- renting a **3 bedroom** unit, monthly rent may not exceed **$975.00**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,053.00**
- renting a **5 bedroom** unit, monthly rent may not exceed **$1,131.00**

In addition, for any Lower Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household**:[5]

- **1 person households** whose income is between **$27,300 and $36,400**
- **2 person households** whose income is between **$31,200 and $41,600**
- **3 person households** whose income is between **$35,100 and $46,800**
- **4 person households** whose income is between **$39,000 and $52,000**
- **5 person households** whose income is between **$42,120 and $56,200**
- **6 person households** whose income is between **$45,240 and $60,350**
- **7 person households** whose income is between **$48,360 and $64,500**
- **8 person households** whose income is between **$51,480 and $68,650**

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[4] Affordable Rent for Lower Income Households is the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(3).

[5] Health and Safety Code Section 50053 (b)(3).

For **Moderate Income** Households:[6]

- renting a **0 bedroom** unit, monthly rent may not exceed **$1,251.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **$1,430.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$1,608.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **$1,787.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,930.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **$2,073.50**

In addition, for any Moderate Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household:**[7]

- **1 person households** whose income is between **$50,050 and $54,600**
- **2 person households** whose income is between **$57,200 and $62,400**
- **3 person households** whose income is between **$64,350 and $70,200**
- **4 person households** whose income is between **$71,500 and $78,000**
- **5 person households** whose income is between **$77,220 and $84,250**
- **6 person households** whose income is between **$82,940 and $90,500**
- **7 person households** whose income is between **$88,660 and $96,700**
- **8 person households** whose income is between **$94,380 and $102,950**

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[6] Affordable Rent for Moderate Income Households is the product of 30 percent times 110 percent of area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(4).

[7] Health and Safety Code Section 50053 (b) (4).

For purposes of determining Affordable Rent, *"Rent"* is an average of estimated housing costs for the next twelve months. ***"Rent"*** includes the total of monthly payments for all of the following:[8]

- Use and occupancy of a housing unit and land and facilities associated therewith.
- Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.
- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

[8] 25 California Code of Regulations Section 6918.

ATTACHMENT NO. 6

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY Exempt from recording fees pursuant to Government Code § 6103.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 201___, in Book _____, Page _____, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: Executive Director.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
Executive Director

DOCSOC/1471120v9/022810-0002

Attachment C

MV00109205

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 7

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Site Map and the Legal Description of the Site.

II. DEVELOPMENT

The Participant shall construct seventy-eight (78) housing units on the Site, together with all on-site and off-site features described in this Scope of Development (as presented to the City Council of the City on the Date of Agreement), including without limitation landscaping and all off-sites and improvements required under the City approvals for the Development, including zoning, general plan, environmental clearance and all conditions of approval thereunder. All such improvements collectively constitute the "Improvements."

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the Agency as of the Date of the Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures under those land use approvals obtained by the Participant prior to the Date of Agreement.

The Participant shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

A. General Requirements:

1. Vehicular Access. The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

2. Building Signs. Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

3. Screening. All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

4. Landscaping. The Participant shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming with the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. Utilities. All utilities on the Site provided to service the units rehabilitated or reconstructed by the Participant shall be underground at Participant's expense.

6. Building Design. Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

7. Mitigation Measures. Mitigation measures approved for the Development under the California Environmental Quality Act (CEQA).

IV. DEMOLITION AND SOILS

The Participant assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Participant has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the Agency, the City, or their respective officers, agents and employees.

V. SPECIAL AMENITIES

The Participant shall undertake all improvements required by the City as a condition of development of the Site, as more particularly provided in the City approvals given for the Site.

ATTACHMENT NO. 8

CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	))))))))

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Certificate") is made by the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic (the "Agency"), in favor of **MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership** (the "Participant"), as of the date set forth below.

RECITALS

A. Agency and the Participant have entered into that certain Affordable Housing Agreement (the "AHA") dated as of June 21, 2011 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Site").

B. As referenced in Section 4.13 of the AHA, Agency is required to furnish the Participant or its successors with a Certificate of Completion upon completion of construction of the "Improvements" (as defined in Section 1.1 of the AHA), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the AHA.

C. Agency has conclusively determined that the construction and development of the Development has been satisfactorily completed.

NOW, THEREFORE, Agency hereby certifies as follows:

1. Agency does hereby certify that the Improvements to be constructed by the Participant has been fully and satisfactorily completed in full conformance with the AHA.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Participant's compliance with those covenants in the AHA that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the AHA (including without limitation the attachments thereto).

IN WITNESS WHEREOF, Agency has executed this Certificate of Completion this ___ day of _____, 201__.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A" TO ATTACHMENT NO. 8

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 9

AGENCY PARTICIPANT CC&RS

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
City of Moreno Valley	)
Redevelopment Agency	)
14177 Frederick Street	)
P.O. Box 88005	)
Moreno Valley, California 92552-0805	)
Attn: Executive Director	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REGULATORY AGREEMENT

These Covenants, Conditions and Restrictions, herein sometimes referred to as these "CC&Rs" or "Declaration" or "Regulatory Agreement" are made by the signatories hereto.

R E C I T A L S

WHEREAS, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic ("Agency"), the **City of Moreno Valley**, a municipal corporation ("City"), and **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Participant") is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the "Declarants."

WHEREAS, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of June 21, 2011 (the "AHA") for the improvement and development of certain real property described in Exhibit "A" (to which these CC&Rs are attached) as the "Site," which AHA provides for the recordation of this Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

WHEREAS, this Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this Regulatory Agreement, the Participant holds title to the "Site" as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, the Agency and the City each of the Participant (as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA.

Section 1. "Affordable Housing Project" means an affordable housing project consisting of seventy-eight (78) units and operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the unit. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. "Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above

upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. "Agency" means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 "Area" means the area defined by HUD which includes and consists primarily of Riverside County.

Section 5. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 6. "Certificate" or "Certification" is defined in Section 3(a).

Section 7. "City" means and refers to the City of Moreno Valley, a municipal corporation.

Section 8. "City Code" means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 9. "City Covenants" means an instrument approved by the Executive Director of the Agency substantially in the form of Attachment No. 15 to the AHA. The City Covenants the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development in connection with the variance and conditional use permit, which is to be recorded against the Site in a first, senior, and non-subordinate position, except to Permanent Lender deeds of trust. A copy of the City Covenants on file with the City's Community Development Department.

Section 10. "Common Areas" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "County" means the County of Riverside.

Section 12. "Extremely Low Income Household" means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. "Extremely Low Income Unit" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the

Department of Housing and Urban Development ("HUD") Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. "HOME Agreement" means an agreement between the City and the Participant dated as of _____, 201_ under which the HOME Amount is made available to defray a portion of the cost to construct the Improvements.

Section 16. "HOME Regulations" means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

Section 17. "HOME Requirements" limitations on household income and/or household size as established by the HOME Regulations.

Section 18. "Lower Income Household" means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 19. "Low Income Unit" or "Lower Income Unit" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

Section 20. "Median Income for the Area" means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 21. "Moderate Income Household" means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 22. "Moderate Income Unit" means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 23. "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 24. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these "CC&Rs" or this "Declaration."

Section 25. "Required Affordable Unit" means each of seventy-seven (77) of the seventy-eight (78) dwelling units in the Affordable Housing Project, as rehabilitated or reconstructed under

the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Very Low Income Households and Lower Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 26. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-eight (58) years thereafter.

Section 27. "Site" means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 28. "Tax Credit Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 29. "Tax Credits" means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 30. "Unit" means a dwelling unit on the Affordable Housing Project.

Section 31. "Very Low Income Households" means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 32. "Very Low Income Unit" means a Unit occupied at Affordable Rent by a Very Low Income Household.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means

the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as an Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Very Low Income Household. Moreover, a unit previously occupied by an Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households and Lower Income Households, respectively.

At such time as a tenant ceases to qualify as a Very Low Income Household, the unit occupied by such tenant shall cease to be a Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Very Low Income Unit if it is held vacant and available for occupancy by an Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Low Income Units and Lower Income Units, respectively.

In the event a household's income initially complies with the corresponding income restriction for a Very Low Income Household or Lower Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a

written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

Occupancy Limits. To the greatest extent allowable by law, the maximum occupancy of the Housing Units in the Development shall not exceed more than such number of persons as is equal to two persons per bedroom, plus one. Thus, for the two (2) bedroom Housing Units, the maximum occupancy shall not exceed five (5) persons. For the three (3) bedroom Housing Units, the maximum occupancy shall not exceed seven (7) persons.

Section 3. Participant Verification and Program Compliance.

Income Verification and Certification. The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Affordable Housing Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally prescribes, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

Reporting Amounts. Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Affordable Housing Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Affordable Housing Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.)*. The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Affordable Housing Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

ARTICLE IV
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Affordable Housing Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City. The Participant shall also be responsible to cause maintenance of the Site and improvements thereon to conform to the Tax Credit Regulatory Agreement and the HOME Agreement.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage

hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Affordable Housing Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Affordable Housing Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Very Low Income Households and Lower Income Households, as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any

other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Hemlock Limited Partnership, a California limited partnership, 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

Dated: _____

ATTEST:

By: _____
Agency Secretary

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
City Manager

Dated: _____

ATTEST:

By: _____
City Clerk

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

EXHIBIT A

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “CARPORT” AND “PARKING” AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS “STAIRWAY”.

PARCEL 2
:
UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “RESTRICTED COMMON AREA” FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

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- Securely attach this document to the signed document

ATTACHMENT NO. 10

INCOME VERIFICATION

Part I -- General Information

1. Project Location: _____

2. Landlord's Name: _____

Part II -- Unit Information

3. Unit Number	4. Number of Bedrooms	5. Monthly Rent	6. Number of Occupants

Part III -- Affidavit of Tenant

I, _____, and I, _____, as applicants for rental of an Apartment Unit at the above-described location, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed thirty percent (30%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) exceeds fifty percent (50%) but **does not exceed sixty percent (60%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are

established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

D. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

E. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

1. Tenants qualifying as A and B, above, must complete the following:

Monthly Gross Income
(All Sources of Income of All Adult Household Members Must be Listed)

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: _____

Total x 12 _____ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation),

capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

2. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.

3. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).

4. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the Community Redevelopment Agency of the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

_____	_____
Date	Tenant
_____	_____
Date	Tenant

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley for persons of very low or low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley.

_____ _____
Signature Date

Please send to:

_____
_____
_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____
Signature Date

ATTACHMENT NO. 11

AGENCY NOTE

PROMISSORY NOTE

$6,300,000 _____, 2011
Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Maker" or "Participant"), having its principal place of business at 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, promises to pay to the order of **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Payee" or "Agency"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of Six Million Three Hundred Thousand Dollars ($6,300,000), together with interest on the unpaid principal amount of this Promissory Note ("Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the Agency. This Note is being delivered pursuant to the Affordable Housing Agreement dated as of June 21, 2011, between Maker and Payee (the "AHA"). The loan evidenced by this Note shall be governed by such provisions of the AHA (including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the AHA.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2013 and continuing until July 1, 2066 (the "Maturity Date") unless sooner satisfied. This Promissory Note shall be payable from the Agency Allocable Percentage of Residual Receipts; for so long as amounts are outstanding under a note given by Participant to the City of Moreno Valley (the "City") under the HOME Agreement as provided in the AHA, payments shall be in *pari passu* with payments of six and sixty-seven one-hundredths percent (6.67%) of Residual Receipts to the City of Moreno Valley (the "City"); at such time as the obligation to the City has been satisfied by Participant, the Agency Allocable Percentage of Residual Receipts to be paid by Participant to Agency hereunder is fifty percent (50%) of Residual Receipts. Payments to the Agency may, at the option of Payee, be accelerated and shall be due and payable hereunder in the event of the occurrence of any default under the AHA, the Agency Deed of Trust, or the Agency Participant CC&Rs.

Except in the event of a transfer of Participant's interest in the Site (or the Improvements) contrary to the provisions of the AHA, the Maker's payments to Agency hereunder shall not be deemed in default hereunder so long as Maker makes payments to the Agency of the Agency Allocable Percentage of Residual Receipts, if any, for the corresponding Operating Year, where such payment is required.

Excepting for (i) defaults, (ii) events resulting in acceleration under this Agency Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this Agency Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this Agency Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

Notwithstanding any provision of this Agency Note to contrary effect, the Maker shall make payment in full to the Agency of the outstanding balance under this Agency Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the AHA, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Developer Fee (and interest thereon as prescribed above).

6. Subordination to Multifamily Note. The Participant and the Payee each makes the following representations and warranties:

> "The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note in the original principal amount of [approximately $_____] payable to the lender of the Primary Construction Loan, and subsequently, to indebtedness evidenced by a Multifamily Note in the original principal amount of approximately $4,012,475 payable to the lender of the Primary Permanent Loan (collectively, hereinafter the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of _____, 201__, between the Payee, the Participant and the Senior Lender (the "Subordination Agreement"). The mortgage or deed of trust securing this Promissory Note is and shall be subject and subordinate in all respects to the Assignment of Rents, Security

Agreement and Fixture Filing securing the rights and remedies of the Senior Lender and each subsequent holder of this Promissory Note under the mortgage or deed of trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement."

In the event of the refinancing of the senior loan for an amount not in excess of the outstanding principal balance of the existing senior loan and reasonable and customary closing costs, the Agency will execute an instrument or instruments evidencing the subordination of the indebtedness evidenced by this Promissory Note to such new senior loan.

7. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the AHA constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supersede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time if of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

8. Non-recourse. This Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 12

AGENCY DEED OF TRUST

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2011, between MV HEMLOCK LIMITED PARTNERSHIP**,** a California limited partnership herein called TRUSTOR, whose address is:

5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $6,300,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each and every obligation, covenant, promise or agreement of Trustor contained in the Loan Agreement between Beneficiary and Trustor, the Agency Participant CC&Rs recorded as to the Property of even date herewith, and that certain Affordable Housing Agreement (the "AHA") between the Beneficiary and the Trustor, which is on file with the Beneficiary as a public record and is incorporated herein by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums

and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto, or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. A default under one or more of those instruments set forth in Exhibit B hereto or referenced above shall constitute a default hereunder.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the Affordable Housing Agreement dated as of June 21, 2011 between Trustor and Beneficiary (the "AHA").

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

EXHIBIT "B"

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 201_, executed by MV Hemlock Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT**. A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

   (a) A default under that certain Affordable Housing Agreement ("Agreement" or the "AHA") dated as of June 21, 2011, between Trustor and Beneficiary or any default under any Agency Note or Agency Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or

   (b) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agreement).

   (c) A default under the "Tax Credit Regulatory Agreement" (as defined in the AHA);

   (d) A default under the "HOME Agreement" (as defined in the AHA); or

   (e) A default under the City Covenants (as entered into pursuant to the AHA).

2. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. **DUE ON SALE OR ENCUMBRANCE**. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency

Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. **PRIORITY OF DEED OF TRUST**. This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender and a deed of trust, if any, in favor of the City.

5. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE**. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

First American Title
TRUSTEE

ATTACHMENT NO. 13

MEMORANDUM OF AGREEMENT

Requested By and When Recorded Return To: **Community Redevelopment Agency of the City of Moreno Valley** 14177 Frederick Street Moreno Valley, California 92552-0805 Attention: Executive Director	This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT** ("Memorandum"), dated as of _____, 2011, is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic ("Agency") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement. Agency and Participant have executed an Affordable Housing Agreement (the "Agreement") dated as of June 21, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The Agreement is on file as a public record with the Agency at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

DOCSOC/1471120v9/022810-0002

Attachment C

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 14

PARTICIPANT CERTIFICATE

_____, 201_ (the "Date of Certificate")

Community Redevelopment Agency of the City of Moreno Valley
Attention: Executive Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of June 21, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the Agency, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, the Affordability Restriction Notice and instruments, if any, required by the HOME Agreement to be recorded have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 4% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Agreement) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. 8. The HOME Agreement has been executed and remains in full force and effect.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remakes to Agency each and every representation and/or warranty made to Agency under the Agreement.

Participant executes this Participant Certificate for the benefit and protection of the Agency with full knowledge that the Agency is relying on this Participant Certificate in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate as of the date first written above.

PARTICIPANT

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 15

CITY COVENANTS

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
City of Moreno Valley	)
Redevelopment Agency	)
14177 Frederick Street	)
P.O. Box 88005	)
Moreno Valley, California 92552-0805	)
Attn: Executive Director	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REGULATORY AGREEMENT

These Covenants, Conditions and Restrictions, herein sometimes referred to herein as these "CC&Rs" or "Declaration" or "Regulatory Agreement" or "City Regulatory Agreement" are made by the signatories hereto.

R E C I T A L S

WHEREAS, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic ("Agency"), the **City of Moreno Valley**, a municipal corporation ("City"), and **MV Hemlock Limited Partnership,** a California limited partnership ("Participant" or "Owner") is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the "Declarants."

WHEREAS, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of June 21, 2011 (the "AHA") for the improvement and development of certain real property described in Exhibit "A" (to which these CC&Rs are attached) as the "Site," which AHA provides for the recordation of this City Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

WHEREAS, this City Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this City Regulatory Agreement, the Participant holds title to the "Site" as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this City Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

WHEREAS, this City Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this City Regulatory Agreement, the Participant has acquired fee title to the "Site," as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available at Affordable Rents to Very Low Income Households, Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this City Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, each of the Agency, the City and the Participant (the latter as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA.

Section 1. "Affordable Housing Project" means an affordable housing project consisting of seventy-eight (78) units and operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the unit. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. "Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. "Agency" means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 "Area" means the area defined by HUD which includes and consists primarily of Riverside County.

Section 5. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 6. "Certificate" or "Certification" is defined in Section 3(a).

Section 7. "City" means and refers to the City of Moreno Valley, a municipal corporation.

Section 8. "City Code" means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 9. "City Covenants", "Regulatory Agreement" or "City Regulatory Agreement" means this Regulatory Agreement.

Section 10. "Common Areas" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "County" means the County of Riverside.

Section 12. "Extremely Low Income Household" means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. "Extremely Low Income Unit" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Urban Development ("HUD") Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. "HOME Agreement" means an agreement between the City and the Participant dated as of _____, 201_ under which the HOME Amount is made available to defray a portion of the cost to construct the Improvements.

Section 16. "HOME Regulations" means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

Section 17. "HOME Requirements" limitations on household income and/or household size as established by the HOME Regulations.

Section 18. "Lower Income Household" means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 19. "Low Income Unit" or "Lower Income Unit" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

Section 20. "Median Income for the Area" means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 21. "Moderate Income Household" means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 22. "Moderate Income Unit" means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 23. "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than

fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 24. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these "CC&Rs" or this "Declaration."

Section 25. "Required Affordable Unit" means each of seventy-seven (77) of the seventy-eight (78) dwelling units in the Affordable Housing Project, as rehabilitated or reconstructed under the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Very Low Income Households and Lower Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 26. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-eight (58) years thereafter.

Section 27. "Site" means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 28. "Tax Credit Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 29. "Tax Credits" means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 30. "Unit" means a dwelling unit on the Affordable Housing Project.

Section 31. "Very Low Income Households" means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 32. "Very Low Income Unit" means a Unit occupied at Affordable Rent by a Very Low Income Household.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the

Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as a Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as a Very Low Income Household. Moreover, a unit previously occupied by a Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Lower Income Households.

At such time as a tenant ceases to qualify as a Very Low Income Household, the unit occupied by such tenant shall cease to be a Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered a Very Low Income Unit if it is held vacant and available for occupancy by a Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as a Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Lower Income Units, respectively.

In the event a household's income initially complies with the corresponding income restriction for a Very Low Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the

Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND

THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

Occupancy Limits. To the greatest extent allowable by law, the maximum occupancy of the Housing Units in the Development shall not exceed more than such number of persons as is equal to two persons per bedroom, plus one. Thus, for the two (2) bedroom Housing Units, the maximum occupancy shall not exceed five (5) persons. For the three (3) bedroom Housing Units, the maximum occupancy shall not exceed seven (7) persons.

Section 3. Participant Verification and Program Compliance.

Income Verification and Certification. The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Rental Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally prescribes, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

Reporting Amounts. Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of

tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Affordable Housing Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger

vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Affordable Housing Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.)*. The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Affordable Housing Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

ARTICLE IV
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform

Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Affordable Housing Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City. The Participant shall also be responsible to cause maintenance of the Site and improvements thereon to conform to the Tax Credit Regulatory Agreement and the HOME Agreement.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Affordable Housing Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Affordable Housing Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA,

provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Very Low Income Households and Lower Income Households as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Hemlock Limited Partnership, a California limited partnership, 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

Dated: _____

ATTEST:

By: _____
Agency Secretary

Dated: _____

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

EXHIBIT A

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “CARPORT” AND “PARKING” AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS “STAIRWAY”.

PARCEL 2
:
UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “RESTRICTED COMMON AREA” FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On , before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On , before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
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Signer is representing:
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Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On , before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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☐ Individual
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Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:_____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

ATTACHMENT NO. 16

AFFORDABILITY RESTRICTION NOTICE

Recording Requested By: When Recorded Return To and Mail Tax Statements To: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF SITE (or "Notice of Affordability Restrictions") is executed as of June 21, 2011 and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property described in Exhibit "A" hereto ("Site"). The Community Redevelopment Agency of the City of Moreno Valley ("Agency") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership ("Participant") have previously entered into an Affordable Housing Agreement dated as of June 21, 2011 (the "AHA").

1. The AHA provides for affordability restrictions and restrictions on the transfer of the Site, as more particularly set forth in the AHA. A copy of the AHA is on file with the Agency as a public record and is deemed incorporated herein. Reference is made to the AHA with regard to the complete text of the provisions of such agreement which provides for affordability restrictions and restrictions on the transfer of the Site.

2. The AHA provides for the Participant to acquire the Site whereupon the Participant shall (a) construct 78 rental dwelling units at the Site and (b) rent a specified number of such dwelling units to households of limited income, paying an affordable rent; such restrictions are set forth at greater length in a document entitled the "Agency Participant CC&Rs," substantially in the form of Attachment No. 9 to the AHA, which has been entered into by and among the Agency, the City of Moreno Valley ("City"), and the Participant, and which is expected to be recorded substantially concurrently herewith among the official land records of the County of Riverside. The Agency Participant CC&Rs and the AHA are deemed to be incorporated herein by reference.

2.1 Article II, Section 1 of the Agency Participant CC&Rs provides as follows; where the terms "Declaration", "Regulatory Agreement" and "CC&Rs" are used in the quoted language below, such terms refer to the Agency Participant CC&Rs:

> "Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.
>
> "The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative."

2.2 Article II, Section 2 of the Agency Participant CC&Rs provides as follows:

"Affordable Housing.

"Number of Units. Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as an Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Very Low Income Household. Moreover, a unit previously occupied by a Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Lower Income Households.

"At such time as a tenant ceases to qualify as an Very Low Income Household, the unit occupied by such tenant shall cease to be an Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Very Low Income Unit if it is held vacant and available for occupancy by an Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Low Income Units and Lower Income Units, respectively.

"In the event a household's income initially complies with the corresponding income restriction for a Very Low Income Household or Lower Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

"*Duration of Affordability Requirements*. The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

"*Selection of Tenants*. As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to

the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

"Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

"The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

"*Determination of Affordable Rent for the Affordable Units*. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

"*Relationship to Tax Credit Requirements and HOME Requirements*. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most

restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

"THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS."

3. The restrictions contained in the Agency Participant CC&Rs expire fifty-eight (58) years following the date the Agency Participant CC&Rs is recorded. It is anticipated that the Agency Participant CC&Rs will be submitted for recordation contemporaneously with this Notice of Affordability Restrictions.

4. The commonly known location for the Site is near Hemlock Avenue and Perris Boulevard in the City of Moreno Valley.

The Site consists of all or a portion of the following parcels: _____; such numbers are subject to change.

5. The legal description for the Site is attached hereto as Exhibit A and is incorporated herein by reference.

6. The Agency Participant CC&Rs, which includes the affordability restrictions referenced above, is expected to be submitted for recordation in the Office of the Riverside County Recorder contemporaneously with this Notice of Affordability Restrictions.

7. This Notice of Affordability Restrictions is intended merely to satisfy the requirements of Chapter 690. The AHA and the Agency Participant CC&Rs both remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

8. Capitalized terms shall have the meaning established under the AHA (including all Attachments thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

9. Persons having questions regarding this Notice of Affordability Restrictions, the AHA or the Attachments thereto (including the Agency Participant CC&Rs) should contact the Agency at its offices (14177 Frederick Street, Moreno Valley, or such other address as may be designated by the Agency from time to time).

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Henry T. Garcia, Executive Director

ATTEST:

By: _____
Jane Halstead Secretary

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Henry T. Garcia, City Manager

ATTEST:

By: _____
Jane Halstead
City Clerk

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

AFFORDABLE HOUSING AGREEMENT (HOME)

by and between the

CITY OF MORENO VALLEY

and

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

Table of Contents

Page

1. DEFINITIONS AND INTERPRETATION 3

1.1 Defined Terms 3
1.2 Singular and Plural Terms 16
1.3 References and Other Terms 16
1.4 Exhibits Incorporated 16
1.5 The Redevelopment Plan and the HOME Program 16
1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions 16

2. SITE CONTROL; PARTICIPANT PAYMENTS 18

2.1 Ownership of the Site; Obligation to Develop and Operate. 18
2.2 Participant Payments to City 19

3. THE HOME AMOUNT; PAYMENTS UNDER THE CITY NOTE 19

3.1 City's Conditions to Disbursement of the HOME Amount 19
3.2 HOME Amount 20
3.3 City Note; Submittal of Annual Financial Statement and Residual Receipts Reports 20

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING 22

4.1 Scope of Development 22
4.2 Design Review. 22
4.3 Time of Performance; Progress Reports 23
4.4 Cost of Construction 23
4.5 Insurance Requirements 23
4.6 Obligation to Repair and Restore Damage Due to Casualty 24
4.7 Indemnity 25
4.8 Rights of Access 26
4.9 Compliance With Laws and Federal Program Limitations. 27
4.10 Nondiscrimination in Employment 31
4.11 Taxes and Assessments 31
4.12 Liens and Stop Notices 31
4.13 Certificate of Completion 31
4.14 Further Assurances 31
4.15 Financing of the Improvements. 31
4.16 Mechanics of Disbursement of HOME Amount 36
4.17 Establishment and Maintenance of Accounts 36

5. COVENANTS AND RESTRICTIONS. 37

5.1 Use Covenants 37
5.2 Affordable Housing Requirements. 37
5.3 Verifications. 40
5.4 Maintenance of Site 42
5.5 Nondiscrimination Covenants 43

Table of Contents
(continued)

Page

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction 44

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES. 44

6.1 Formation, Qualification and Compliance 44
6.2 Execution and Performance of Project Documents 45
6.3 Covenant Not to Transfer Except in Conformity 45

7. DEFAULTS, REMEDIES, AND TERMINATION. 45

7.1 Default Remedies 45
7.2 Institution of Legal Actions 45
7.3 Termination by the Participant 46
7.4 Termination by City 46
7.5 Acceptance of Service of Process 46
7.6 Rights and Remedies Are Cumulative 46
7.7 Inaction Not a Waiver of Default 47
7.8 Applicable Law 47
7.9 Modification of Agency Participant CC&Rs 47
7.10 Enforced Delay; Extension of Times of Performance 47
7.11 Limitation Upon Transfer 47
7.12 Non-Liability of Officials and Employees of City 49
7.13 Relationship Between City and Participant 49
7.14 City Approvals and Actions 49
7.15 Real Estate Brokers 49
7.16 Attorneys' Fees 49

8. MISCELLANEOUS 50

8.1 Obligations Unconditional and Independent 50
8.2 Notices 50
8.3 Survival of Representations and Warranties 51
8.4 No Third Parties Benefited Except for Agency City 51
8.5 Binding Effect; Assignment of Obligations 51
8.6 Counterparts 51
8.7 Prior Agreements; Amendments; Consents 51
8.8 Governing Law 52
8.9 Severability of Provisions 52
8.10 Headings 52
8.11 Conflicts 52
8.12 Time of the Essence 52
8.13 Conflict of Interest 52
8.14 Warranty Against Payment of Consideration 52

ATTACHMENTS

ATTACHMENT NO. 1	HOME COVENANTS
ATTACHMENT NO. 2	CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE
ATTACHMENT NO. 3	PARTICIPANT CERTIFICATE TO CITY
ATTACHMENT NO. 4	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 5	CITY NOTE
ATTACHMENT NO. 6	CITY DEED OF TRUST
ATTACHMENT NO. 7	MEMORANDUM OF AGREEMENT

AFFORDABLE HOUSING AGREEMENT (HOME)

THIS AFFORDABLE HOUSING AGREEMENT (HOME) (the "City Agreement" or "Agreement"), dated, for identification purposes only, as of June 21, 2011, is entered into by and between the **CITY OF MORENO VALLEY,** a municipal corporation ("City"), and **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership (the "Participant").

RECITALS

A. City is a California municipal corporation and a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR §92.1, *et seq.* ("HOME Program") for the purposes of strengthening public-private partnerships to provide more affordable housing, and particularly to provide decent, safe, sanitary, and affordable housing, with primary attention to housing for very low income and lower income households in accordance with the HOME Program. The HOME Program funds are used by the City, as a participating jurisdiction, to carry out multi-year housing strategies through acquisition, rehabilitation, and new construction of housing for target income persons and families.

B. The Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

C. The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the "Project") was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the "Redevelopment Plan"). The redevelopment project area for the Redevelopment Plan as so amended constitutes the "Project Area."

D. The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the "Community Redevelopment Law"), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

E. The Participant is experienced in the development and operation of affordable multi-family housing in California.

F. Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the "Site") located in the City of Moreno Valley and within the Project Area of the Agency's Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-eight (78) dwelling units and related improvements for occupancy of a specified number of dwelling units to "Very Low Income Households" and "Lower Income Households," all at "Affordable Rent" and at the "Prescribed Rent Levels," as those terms are defined below. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost

to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

G. Participant has applied for an allocation for 4% Low Income Housing Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* ("4% Tax Credits").

H. The Participant has proposed to enter an agreement with the Agency entitled "Affordable Housing Agreement", of even date herewith (the "Agency Agreement"), under which the Participant shall develop seventy-eight (78) dwelling units and a designated number of those dwelling units to be rented at "Affordable Rent" and at the "Prescribed Rent Levels" throughout the "Required Covenant Period" (as defined below). Those undertakings of the Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

I. Under the Agency Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "Agency Deed of Trust" as defined below. The Participant will further provide to the Agency the "Agency Deed of Trust," to be recorded against the Site to secure payments under the Agency Note.

J. By this Agreement, and subject to the terms and conditions herein, City desires to provide financial assistance to Participant in the form of a loan of HOME Program funds in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) in order to assist Participant in the acquisition of the Site, development of affordable rental housing units and the rental of such as a long-term affordable housing project for persons and families of low or moderate income, as set forth in more detail in this City Agreement. The permitted income levels of the tenants of those certain units restricted under the HOME Program and the permissible rents to be charged for occupancy of such units are set forth in detail in this City Agreement in order to ensure compliance with the requirements of the HOME Program with respect to the use of HOME Program funds.

K. Under this City Agreement, the City will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "City Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "City Deed of Trust" as defined below. The Participant will further provide to the City the "City Deed of Trust," to be recorded against the Site to secure payments under the City Note.

L. City has completed its consideration and approval of the Project under the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* ("CEQA"), and the Guidelines for Implementation of the California Environmental Quality Act set forth at Title 14 California Code of Regulations Section 15000, *et seq.* ("CEQA Guidelines"). City and the U.S. Department of Housing and Urban Development have also completed their review and consideration of the Project under the National Environmental Policy Act ("NEPA") (42 U.S.C. 4321-4347), as set forth in implementing regulations at 24 C.E.R. Part 58 *et seq.* and have approved the use of HOME funds in the Project.

M. This City Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this City Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affiliated Person**" or "**Affiliate**" means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Rancho Belago Developers, Inc., a California corporation or (ii) James M. Jernigan and any person that directly or indirectly controls or is controlled by or under common control with the specified person, any person that is an officer or director of, a trustee of, or a general partner, managing member or operator in, the specified person or of which the specified person is an officer, director, trustee, general partner or managing member, or any person that directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of the outstanding voting securities of the specified person.

"**Affordability Period**" means a period equal to the greater of: (i) fifty-eight (58) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

"**Affordable Rent**" or "**Affordable Housing Cost**" means, with respect to the HOME Units, the maximum amount of monthly Rent to be charged by Participant and paid by the 50% AMI Very Low Income Households occupying the Units at the Site, which shall be determined and calculated in accordance with Section 5.2.5.

"**Agency**" means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

"Agency Agreement" is defined in Recital H of this City Agreement.

"**Agency Deed of Trust**" means Attachment No. 12 to the Agency Agreement.

"**Agency Loan**" means a loan by the Agency as evidenced by the Agency Note.

"**Agency Note**" means Attachment No. 11 to the Agency Agreement.

"**Agency Participant CC&Rs**" or "**Regulatory Agreement**" means Attachment No. 9 to the Agency Agreement.

"AMI" and **"Area Median Income"** means, for purposes of the HOME Units under this City Agreement, the area median income for Riverside County, California, as published annually by TCAC.

"**Annual Financial Statement and Residual Receipts Report**" means the certified financial statement of Participant for the Development using generally accepted accounting principles ("GAAP"), as separately accounted for the Development, including Operating Expenses and Annual Project Revenue, prepared at Participant's expense, by Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included. As and when requested by Agency along with and as a part of the Annual Financial Statement and Residual Receipts Report, Participant shall submit true, legible, and complete copies of the source documentation supporting the Annual Financial Statement and Residual Receipts Report for the Development.

"**Annual Project Revenue**" means all gross income and all revenues of any kind from the Development in a calendar year, of whatever form or nature, whether direct or indirect, with the exception of the items excluded below, received by, paid to, or for the account or benefit of Participant or any Affiliate of Participant or any of their agents or employees (provided, in no event shall amounts counted as Annual Project Revenue be double counted if paid by a Participant to one or more of its Affiliates), from any and all sources, resulting from or attributable to the operation, leasing and occupancy of the Development, determined on the basis of GAAP applied on a consistent basis, and shall include, but not be limited to: (i) gross rentals paid by tenants of the Development under leases, and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from HUD or any other person or organization, received on behalf of tenants under their leases; (ii) amounts paid to Participant or any Affiliate of Participant on account of Operating Expenses for further disbursement by Participant or such Affiliate to a third party or parties, including, without limitation, grants received to fund social services or other housing supportive services at the Development; (iii) late charges and interest paid on rentals; (iv) rents and receipts from licenses, concessions, vending machines, coin laundry, and similar sources; (v) other fees, charges, or payments not denominated as rental but payable to Participant in connection with the rental of office, retail, storage, or other space in the Development; (vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of leases; and (vii) interest and other investment earnings on security deposits, reserve accounts and other Development accounts to the extent disbursed. Notwithstanding the foregoing, Annual Project Revenue shall not include the following items: (a) security deposits from tenants (except when applied by Participant to rent or other amounts owing by tenants); (b) capital contributions to Participant by its members, partners or shareholders (including capital contributions required to pay the portion of the Deferred Developer Fee permitted to be included in eligible basis pursuant to the Tax Credit Rules); (c) condemnation or insurance proceeds; or (d) receipt by an Affiliate of management fees or other bona fide arms-length payments for reasonable and necessary Operating Expenses associated with the Development.

"**Applicable Interest Rate**" means the following rates: (a) as to amounts paid when due, one percent (1%) per annum, compounded annually and (b) as to amounts not paid when due, the lesser of (i) seven percent (7%) per annum, compounded annually, and (ii) the maximum rate permitted by applicable law.

"**Application for Disbursement**" is defined in Section 4.16 hereof.

"**Approved Construction and/or Permanent Lender**" means one or more of: California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

"**Area**" means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

"**Bank Deed of Trust**" means a deed of trust, among an Approved Construction and/or Permanent Lender, as beneficiary and the Participant as trustor and the Title Company or another mutually acceptable title insurer as trustee, in connection with the construction and/or permanent loan provided by an Approved Construction and/or Permanent Lender to Participant.

"**Basic Concept Drawings**" is defined in Section 4.2.1 hereof.

"**Bond Rules**" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Development.

"**Bond Regulatory Agreement**" means the regulatory agreement which may be required to be recorded against the Site with respect to the issuance of the Bonds.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**CDLAC**" means the California Debt Limit Allocation Committee.

"**Capital Replacement Reserve**" means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

"**Certificate of Completion**" means Attachment No. 6 to the Agency Agreement.

"**Certification of Continuing Program Compliance**" means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the City, which Certificate shall be substantially in the form attached hereto as Attachment No. 2.

"**Chargeable Fees and Reserves**" means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

"**City,**" as defined in the first paragraph hereof, means the City of Moreno Valley, California, a municipal corporation.

"City Agreement" is defined in the first paragraph hereof; the term "HOME Agreement" is used interchangeably with the term City Agreement**.**

"**City Allocable Percentage**" means eight percent (8%), leaving forty-two percent (42%) for the Agency and fifty percent (50%) for the Participant. The foregoing percentages are subject to

adjustment based upon the final amount infused by the City and as may otherwise be agreed among the City, the Agency and the Participant.

"City Code" means the Municipal Code of the City of Moreno Valley as may be amended from time to time.

"City Covenants" means an instrument in the form of Attachment No. 15 to the Agency Agreement.

"City Deed of Trust" means a deed of trust securing the City Note and other obligations of Participant hereunder substantially in the form of Attachment No. 6, hereto.

"City Lender's Policy" means an ALTA lender's policy of title insurance which conforms to Section 3.3.5 hereof and insures City's interest under the City Deed of Trust.

"City Loan" or **"HOME Loan"** means the loan by the City of the HOME Amount as provided under this City Agreement.

"City Manager" means the City Manager of the City or his designee.

"City Note" means the promissory note, substantially in the form of Attachment No. 5 hereto, which evidences the City Loan.

"**Closing**" means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the City Deed of Trust, the HOME Covenants, the Primary Construction Loan and the Agency Participant CC&Rs.

"**Closing Deadline**" means October 18, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

"**Conditions Precedent to Disbursement of the HOME Amount**" are set forth in Section 3.1.

"Contractor" means a construction contractor, duly licensed in the State of California and bonded and insured as required herein, performing the construction work for the Improvements.

"**County**" means the County of Riverside, California.

"**Date of Agreement**" means June 21, 2011.

"**Debt Service**" means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

"**Default**" is defined in Section 7.1 hereof.

"**Deferred Developer Fee Portion"** means that portion of the Developer Fee approved by TCAC which the Participant is to collect from Residual Receipts.

"**Developer Fee**" means a sum equal to the lesser of: (i) One Million Eight Hundred Fifty Thousand Dollars ($1,850,000.00) or (ii) that amount determined by TCAC or CDLAC as the

appropriate fee for the Participant in connection with the development of the Site and operation as an affordable housing project under the Agency Agreement and this City Agreement.

"**Development**" means the new apartment complex and associated improvements as required by the Agency Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, this City Agreement, the HOME Covenants and the Tax Credit Regulatory Agreement.

"**Escrow Holder**" means the holder of the Escrow for the recordation of the City Deed of Trust and the HOME Covenants, which shall be First American Title or another escrow holder mutually acceptable to the City and the Participant.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the Agency or his designee or delegate.

"**Federal Program Limitations**" means compliance with the HOME Program and HOME Regulations, defined hereunder, as applicable to the Development, and also includes any and all other applicable federal regulations relating to fair housing and non-discrimination applicable to the Development. Participant covenants, acknowledges, and agrees it is subject to the Redevelopment Law and all Federal Program Limitations, including (with respect to the HOME Units) the HOME Program and HOME Regulations (whichever are most restrictive and to the extent applicable to the Development), in connection with its performance under this City Agreement, and agrees it shall endeavor to cause the use and operation of the HOME Units to conform to the Federal Program Limitations and the Site to conform to the Redevelopment Law.

"**Financing Assumptions"** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under the Agency Agreement and this City Agreement and do not otherwise constitute a part of this City Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this City Agreement.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction of Participant or the Development.

"**Gross Revenues**" means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, the proceeds of refinancing loans to the extent the refinancing loan proceeds exceed the amount of an outstanding loan or loans against the Property, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with the Agency Agreement and this City

Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) items listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

"**HOME Agreement**" or **"City Agreement**" means this City Agreement.

"**HOME Amount**" means the sum of One Million Two Hundred Thousand Dollars ($1,200,000).

"HOME Covenants" means Attachment No. 1 to this City Agreement.

"**HOME Program**" means the Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, specifically the HOME Investment Partnership Act, 42 U.S.C. §12701, *et seq.* and the implementing HOME Regulations at 24 CFR §92.1, *et seq.*, as such law now exists and as it may hereafter be amended, to the extent applicable to the Development.

"**HOME Regulations**" means the implementing regulations of the HOME Program set forth at 24 CFR §92.1, *et seq.* as such regulations now exist and as they may hereafter be amended, to the extent applicable to the Development. Participant covenants hereunder to comply with the Redevelopment Law and all applicable HOME Regulations in the performance of this City Agreement, whichever are more restrictive in relation to the HOME Units. In implementation of these requirements, this City Agreement, the Development, and all eligible contributions and expenditures hereunder shall conform to the following:

a. The housing developed hereunder does and shall qualify as affordable housing under 24 CFR §92.252 because each HOME Unit shall be rented at an Affordable Rent; and

b. This City Agreement serves as the written agreement that imposes and enumerates (by meeting or exceeding) as to the HOME Units all of the affordability requirements from 24 CFR §92.252; the property standards requirements of 24 CFR §92.251; and income determinations made in accordance with 24 CFR §92.203.

"**HOME Units**" means ten (10) of the Units (specifically, three (3) three-bedroom Units and seven (7) two-bedroom Units) which shall at any given time be designated as HOME Units and shall be subject to all applicable HOME Regulations. All HOME Units shall be "Low HOME" units pursuant to the HOME Regulations. The HOME Units may be "floating" HOME Units, such that the specific Units designated as HOME Units may change as long as the requirements set forth in the immediately preceding sentence relating to the number of two and three-bedroom Units required to be designated as HOME Units are at all times complied with (subject to allowable increases in tenant income pursuant to Section 5.2 hereof and Section 2.4 of the HOME Covenants). Participant shall designate ten (10) of the Units as HOME Units, in accordance with this paragraph, the HOME Program, and the HOME Regulations. In no event shall the Units designated as HOME Units also be designated as Housing Units receiving Project Based Section 8 assistance.

"**HOME Requirements**" means limitations on household income and/or household size as established by the HOME Regulations.

"**HCD**" means the Housing and Community Development Department of the State of California.

"**Housing Rent**" means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* or other method of determining utility allowances as permitted by TCAC and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

"HUD" means the United States Department of Housing and Urban Development.

"**Improvements**" means all of the improvements described in or referenced in the Scope of Development.

"**Income Verification**" means Attachment No. 10 to the Agency Agreement.

"**Legal Description of the Site**" means Attachment No. 2 to the Agency Agreement. The Legal Description of the Site is also set forth at Exhibit A to the HOME Covenants.

"**Low Income Households" or** "**Lower Income Households**" means households earning not greater than sixty percent (60%) of Median Income.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

"**Maturity Date**" means the fifty-eighth (58th) anniversary of the July 1st first following the Date of Agreement (namely, July 1, 2066).

"**Median Income**" means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Agreement**" means a memorandum of agreement in the form of Attachment No. 9 to this City Agreement.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; the cost of social services and other housing supportive services provided at the Development consistent with Participant's approved application(s) to TCAC or CDLAC of the Site, actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development's site management staff; a management fee ("Management Fee") (excluding any on-site management personnel) of not to exceed six percent (6%) of Gross Revenues; payments on any deferred portion of the Developer Fee; an asset management fee of not to exceed the amount provided in the Participant's partnership agreement in effect on the date of commencement of construction of the Development ("Partnership Agreement"); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to the Agency Agreement and this City Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Annual Financial Statement and Residual Receipts Report and shall be broken out in line item detail.

"**Operating Reserve**" means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Participant's lenders and investors or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note and prior to payments to City under

the City Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. To the extent Participant is required to maintain an Operating Reserve by any Approved Construction and/or Permanent Lender, Participant shall receive a credit hereunder for such amounts maintained by Participant in compliance with such Approved Construction and/or Permanent Lender operating reserve requirement. It is contemplated that the Operating Reserve will be held by the Permanent Lender or investor. The Operating Reserve shall be maintained throughout the term required by the Permanent Lender or investor.

"**Operating Year**" means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

"**Participant**" means MV Hemlock Limited Partnership, a California limited partnership.

"**Participant Certificate to City**" means a certificate in the form of Attachment No. 3 hereto.

"**Permitted Senior Lien**" means a loan or loans in favor of an institutional lender or lenders approved by the Agency and City, in an amount not to exceed the estimated cost of the Improvements not funded by the HOME Amount, the Agency Loan or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

"**Prescribed Rent Levels and Tenant Mix**" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this City Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

"**Primary Construction Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to the Agency Agreement.

"**Primary Permanent Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so

long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and/or the City Note and outstanding development costs.

"**Principals**" means, for purposes of this Agreement, each of: James M. Jernigan and Rancho Belago Developers, Inc., a California corporation.

"**Project Based Section 8**" means housing choice vouchers held by City and/or the Riverside County Housing Authority pursuant to annual and/or multi-year contribution contract(s) with HUD, which may be used to assist specific housing units as authorized by Section 8(o)(13) of the U.S. Housing Act of 1937, 42 U.S.C. Section 1437f(o)(13), and the implementing regulations set forth at 24 CFR Part 983.

"**Project Documents**" means, collectively, this City Agreement, the Agency Agreement, the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the Tax Credit Regulatory Agreement, the HOME Covenants, the City Deed of Trust, the City Note, the Memorandum of Agreement, all other Attachments to this City Agreement, and any other agreement, document, or instrument that City requires in connection with the execution of this City Agreement or from time to time to effectuate the purposes of this City Agreement.

"**Redevelopment Plan**" is defined in Section 1.5 hereof.

"**Related Entity**" means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

"**Relocation**" or "**Relocation Laws**" means all applicable federal and state relocation laws and regulations, including without limitation, (i) the relocation obligations of the HOME Program and HOME Regulations, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4201–4655, and the implementing regulations thereto set forth in 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, *et seq.* and the implementing regulations thereto set forth in Title 25, Section 6000, *et seq.* of the California Code of Regulations, and (iii) any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation goodwill and furnishings, fixtures and equipment, and moving expenses), and (iv) any federal law or regulation prohibiting payment of relocation benefits or assistance to persons ineligible for relocation benefits or assistance. Participant shall be solely responsible for payment of any and all costs, expenses, and payments required to be made and/or incurred pursuant to any and all applicable Relocation Laws; City shall not incur any costs or expenses as a result of the application of the Relocation Laws to the Development or this City Agreement, nor shall City Loan proceeds be used to pay costs of Relocation incurred by Participant in connection with the Development.

"**Reporting Amounts**" means the sum of Two Hundred Fifty Hundred Dollars ($250.00) per unit per year for each dwelling unit as to which the Participant fails to deliver to Agency, during any Operating Year, a full and adequate report that conforms to Section 33418 of the California Health and Safety Code and/or to City a report that conforms to the HOME Covenants.

"**Request for Notice of Default**" means a request for notice substantially in the form of Attachment No. 4 to this City Agreement.

"**Required Affordable Units**" means not fewer than seventy-seven (77) of the seventy-eight (78) of the dwelling units required to be developed on the Site under this Agreement.

"**Required Covenant Period**" means a period of fifty-eight (58) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

"**Residual Receipts**" for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of (a) Operating Expenses and, to the extent funded, (b) Chargeable Fees and Reserves as required by the Agency Agreement and/or this City Agreement and made during the corresponding Operating Year (iii) payments made for the deferred portion of the Developer Fee. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of the Agency Agreement (as confirmed by the Agency) and with the terms of this City Agreement (as confirmed by the City). Provided that the written approval of the City Manager is first obtained (which may be given or withheld at the City Manager's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

"**Residual Receipts Note Payments**" or "**Note Payments**", as those terms are used in this City Agreement, means all payments required to be made pursuant to the City Note.

"**Schedule of Performance**" means Attachment No. 3 to the Agency Agreement. All instruments required to be recorded under this City Agreement shall be recorded by the time established in the Schedule of Performance for the security of the Agency Participant CC&Rs.

"**Scope of Development**" means Attachment No. 7 to the Agency Agreement.

"**Section 3 Clause**" and "**Section 3**" means and refers to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, as amended. City has prepared or shall prepare a Section 3 "checklist" and other forms related to Section 3 compliance; and as provided by City to Participant, Contractor, subcontractor(s), or other contractor(s), as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies and to the extent required by 24 CFR part 135. For purposes of this Section 3 Clause and compliance thereto, whenever the word "contractor" is used it means and include, as applicable, Participant, Contractor, other contractor(s), and subcontractor(s).

Participant hereby acknowledges and agrees the responsibility for compliance with all Section 3 Clause federal requirements as to Participant, its Contractor, or other contractor(s), subcontractor(s), and other agents is the primary obligation of Participant. Participant shall provide or cause to be provided to its Contractor, and each of its other contractor(s), subcontractor(s) and agents a checklist for compliance with Section 3 federal requirements, to obtain from such Contractor, and other contractor(s), subcontractor(s), and agents all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 documentation and proof of compliance to the City Manager.

The particular text to be utilized in any and all contracts of any contractor doing work covered by Section 3, and to the extent required by 24 CFR Part 135, shall be in substantially the form of the following, as reasonably determined by City Manager, or as directed by HUD or its representative, and shall be executed by the applicable contractor under penalty of perjury:

"(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons inclusive of 50% AMI Very Low Income Households served by the Development (as defined in the Affordable Housing Agreement (HOME) and the HOME Covenants), particularly persons who are recipients of HUD assistance for housing.

"(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

"(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

"(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

"(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

"(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

"(vii) With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that

to the greatest extent feasible, (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."

After the foregoing Section 3 Clause, Participant and/or Contractor, as applicable, shall add the signature block of Contractor (or other contractor(s) and subcontractor(s), as applicable) and add the following text immediately above the signature block: "The contractor/provider by this his signature affixed hereto declares under penalty of perjury that contractor has read the requirements of this Section 3 Clause and accepts all its requirements contained therein for all of his operations related to this contract."

"**Site**" means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site. The Site consists of two noncontiguous parcels.

"**Site Map**" means Attachment No. 1 to the Agency Agreement.

"Site Value" means the value of the Site as of the Date of Agreement, namely One Million Nine Hundred Fifty Thousand Dollars ($1,950,000).

"**Stabilized Occupancy**" means occupancy of at least ninety percent (90%) of the Units for three (3) consecutive months.

"**Tax Credit Deadline**" means July 20, 2011 or such other date established by TCAC as a subsequent round funding deadline for 4% Tax Credits during 2011.

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Regulatory Agreement**" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

"**Tax Credits**" or **"4% Tax Credits"** means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

"**Title Company**" shall be First American Title or another title insurer mutually acceptable to the City and the Participant.

"**Unit**" or **"Housing Unit"** means each of the seventy-eight (78) dwelling units required to be developed by the Participant under the Agency Agreement and this City Agreement.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Very Low Income Unit**" means a Unit occupied at Affordable Rent by a Very Low Income Household.

"**Year**" means a calendar year.

"**50% AMI Very Low Income Households**" means those households earning not greater than fifty percent (50%) of Riverside County Area Median Income, adjusted for household size, which is set forth by regulation of TCAC.

1.2 Singular and Plural Terms. Any defined term used in the plural in this City Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 References and Other Terms. Any reference to this City Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this City Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this City Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 The Redevelopment Plan and the HOME Program. The Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the "Project Area." The use of the Site for affordable housing purposes under the Agency Agreement and this City Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan, in addition to implementing the City's goals in connection with the HOME Program. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement. The Participant is familiar with the HOME Program, including without limitation the HOME Requirements and the HOME Regulations, and shall perform its obligations under this City Agreement in conformance therewith.

1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions. Participant represents and warrants to City as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this City Agreement by Participant has been fully authorized by all requisite actions on the part of the

Participant. The parties who have executed this City Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this City Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities, including without limitation the HOME Regulations. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this City Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site for an amount equal to the Site Value.

(g) **Tax Credits**. Participant has applied for or obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this City Agreement, the City Covenants, the HOME Covenants, the City Note, the City Deed of Trust, the Agency Participant CC&Rs, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the HOME Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, the City Note and the City Deed of Trust and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the City Note, the City Deed of Trust, the HOME Covenants, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under the Agency Agreement and this City Agreement.

Until the recording of the City Covenants, the HOME Covenants and the Agency Participant CC&Rs, whichever shall last occur, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6 not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a

representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which City shall have a right to approve or disapprove if such exception would have an adverse effect on the development and/or operation of the Site. If City elects to proceed with the recording of the HOME Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the recording of each of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants and any instruments required to be recorded under this City Agreement, subject to such exception(s).

2. SITE CONTROL; PARTICIPANT PAYMENTS

2.1 Ownership of the Site; Obligation to Develop and Operate.

The Participant warrants and represents that it holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to the Agency Agreement or this City Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to the Agency Agreement and this City Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies each of the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the HOME Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this City Agreement, as well as the Agency Agreement, and shall make all Residual Receipts Note Payments, all payments required under the Agency Agreement and this City Agreement and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs, the City Covenants and the HOME Covenants throughout the Required Covenant Period.

2.2 **Participant Payments to City**. The City Note provides for the Participant to make payments to the City, which obligation is further evidenced by the City Note. Amounts payable to the City shall be paid in accordance with the terms of the City Note.

3. THE HOME AMOUNT; PAYMENTS UNDER THE CITY NOTE

3.1 **City's Conditions to Disbursement of the HOME Amount**. The City shall not disburse any portion of the HOME Amount to the Participant, as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement of the HOME Amount") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Title to Site.** Participant shall have provided proof satisfactory to the Executive Director that Participant holds fee title to the Site.

(b) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Affordability Restriction Notice, the Agency Deed of Trust, the City Deed of Trust, the HOME Covenants and any additional instruments required to be recorded under this City Agreement have all been recorded.

(c) **Evidence of Financing.** Participant shall have provided written proof acceptable to City Manager on behalf of City that the Participant has obtained a binding commitment for permanent financing, consistent with the Financing Assumptions.

(d) **Allocation of 4% Tax Credits**. TCAC shall have issued a preliminary reservation of 4% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(e) **Title Insurance**. Participant shall have obtained at its expense and caused to be delivered to City a lender's ALTA policy of insurance for the City Deed of Trust (for the amount of the HOME Amount) showing a lien position conforming to this City Agreement.

(f) **Participant Certification to City.** City shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate to City signed by an officer of Participant) to such effect.

(g) **Corporate Resolution.** Participant shall deliver to City certified copies of the resolutions of Participant's board of directors specifically authorizing (or ratifying) the execution of this City Agreement, the City Note, the City Deed of Trust, the HOME Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, the Agency Participant CC&Rs, the Affordability Restriction Notice, and any other implementing documents and identifying the individual(s) with authority to enter into non-material implementation agreements and/or amendments to this City Agreement and make ongoing decisions relating to the acquisition, development, and operation of the Development.

(h) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(i) **Completion of Improvements; Stabilized Occupancy**. Stabilized Occupancy shall have been achieved following completion of construction of the Improvements. Completion of the Improvements shall be evidenced by a certificate of occupancy as to all Units required to be developed on the Site under the Agency Agreement.

(j) **Representations and Warranties.** The representations and warranties of Participant contained in this City Agreement shall be correct as of the request for disbursement of the HOME Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate to City signed by an officer of Participant.

(k) **No Default.** No Event of Default by Participant shall have occurred under the Agency Agreement or this City Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agency Agreement or this City Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in this Section 3.1, or to City's obligations hereunder, are for City's benefit only and City Manager may waive all or any part of such rights by written notice to Participant. If City Manager shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this City Agreement are not met within the times called for, City may, upon ten (10) days' written notification, terminate this City Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of City and is to be memorialized by written notice to the Participant stating that this City Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

3.2 HOME Amount. Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the HOME Amount. Disbursement of the HOME Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this City Agreement. The HOME Amount is being disbursed as a loan, all of the HOME Amount to be repaid from Residual Receipts as set forth in the City Note. The City Note shall be secured by the City Deed of Trust. The City Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to the liens securing repayment of the Primary Construction Loan and the Primary Permanent Loan.

3.3 City Note; Submittal of Annual Financial Statement and Residual Receipts Reports. The Participant shall, prior to disbursement of any of the HOME Amount by City, execute and deliver to City the City Note, and shall additionally execute and cause to be recorded as to the Site the City Deed of Trust, the HOME Covenants and the Memorandum of Agreement. The Participant shall make all payments as provided under the City Note.

The Participant shall annually, at the time the Participant makes its Annual Financial Statement and Residual Receipts Report to tax credit investors or its lenders, but not later than

June 15 as to the preceding calendar year, submit its Annual Financial Statement and Residual Receipts Report to the City. Such submittals to City shall continue until the City Note has been satisfied and the City Deed of Trust reconveyed; provided that additional submittals required under the Agency Agreement shall continue for the period provided therefor in the Agency Agreement.

3.3.1 **Residual Receipts Report**. Participant shall annually, on or before June 15, commencing in the first year after the issuance of the first certificate of occupancy for the Development issued by City's building official, submit to the City a Residual Receipts Report for the Development, which shall provide the basis for Participant's payment of Residual Receipts to the City.

3.3.2 **Annual Financial Statement**. Participant shall also annually submit to the City (as well as Agency), on or before the June 15 nearest following the end of Participant's Operating Year, commencing in the Operating Year after the issuance of the first certificate of occupancy for the Development, Annual Financial Statement and Residual Receipt Reports as to the Development that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such Annual Financial Statement and Residual Receipts Report presents the financial position, results of operations, and cash flows fairly and in accordance with GAAP, as to the Development.

3.3.3 **Prepayment**. The City Loan shall be subject to prepayment on terms and conditions reasonably acceptable to the Executive Director in his/her reasonable discretion.

3.3.4 **Assumption**. The City Note shall not be assumable by successors and assigns of Participant without the prior written consent of the City pursuant to Section 7.11 hereof (which may be given, refused or conditioned at the sole discretion and absolute discretion of the City).

3.3.5 **Security for the City Loan**. The City Note shall be secured by the City Deed of Trust to be recorded as an encumbrance to Participant's interest in the Site as provided herein. The City Deed of Trust and the HOME Covenants shall be recorded prior to or concurrently with the Agency Participant CC&Rs and the Agency Deed of Trust. The City Deed of Trust securing the City Note for the Development shall be junior and subordinate to the Primary Loan, which is to be considered for approval by the Agency pursuant to Section 4.15 hereto in accordance with the standards set forth therein. The City Deed of Trust shall be senior and non subordinate to all other financing, encumbrances, and liens, including without limitation the Agency Deed of Trust, except the approved Primary Loan, and such other loan(s) as may be approved by the City pursuant to Section 4.15 hereof. City shall receive, at Participant's expense, the City Lender's Policy, given by First American Title or another mutually acceptable title insurer, insuring City's interest under the City Deed of Trust consistent with the requirements of this Section 3.3.5.

Concurrent with or following the recording of the HOME Covenants and the City Deed of Trust, City may cause the Title Company or Escrow Holder to prepare and cause to be recorded on City's behalf a Request for Notice of Default as to any deed of trust or other encumbrance as to the Site senior to the City Deed of Trust.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 Scope of Development. The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

4.2 Design Review.

4.2.1 Participant Submissions. Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 City Review and Approval. The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 Revisions. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 Defects in Plans. The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and

secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

4.3 Time of Performance; Progress Reports. The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Construction. The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; provided that provisions hereof providing for the disbursement of the HOME Amount, on a loan basis, shall be effective as set forth in this City Agreement and the Agency Agreement shall be enforceable according to their respective terms. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

Participant shall be responsible for and bear the costs, if any, associated with the application of Relocation Laws to the Development.

4.5 Insurance Requirements. Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by City, the following policies of insurance in form and substance reasonably satisfactory to City:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as an additional insured and loss payee. City shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars ($10,000.00) unless approved in writing by the City Manager. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide—Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

4.5.2 Waiver of Subrogation. Participant hereby waives all rights to recover against City (or any officer, employee, agent or representative of City) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to the Agency Agreement and/or this City Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration and Participant shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with the Agency Agreement and this City Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the City Manager, in his or her sole and absolute discretion, approves a longer period of time. If the then-

existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to City (in which event Participant will be entitled to all insurance proceeds after paying to City from such proceeds an amount equal to any assistance expended by City but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the City may pursue remedies of its choosing under this City Agreement, including without limitation termination.

4.7 **Indemnity.** Participant shall defend (by counsel satisfactory to City), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the HOME Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; (v) the ownership, occupancy or use of the Site; or (vi) claims or losses based upon statutes or regulations providing for the payment relocation benefits, the rendering of relocation advisory assistance, payments for loss of business or loss of goodwill in connection with the acquisition of the Site and the preparation of the Site for the development and operation of the Improvements. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the City with respect to the consequences of any act of gross negligence or willful misconduct of the City. Participant's obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants.

The Participant shall reimburse the City immediately upon written demand for all costs reasonably incurred by the City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the City is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the City, provided that City gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this City Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Covenants or the City Covenants.

The Participant shall indemnify the City from any real estate commissions or brokerage fees which may arise from this City Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the City harmless from any claim by any broker, agent or finder in connection with this City Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by City (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by City (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the City shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the City shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that any commitment by Agency or City hereunder to provide a portion of the funding for the Development, as otherwise set forth herein, shall only be accomplished through fund balance from redevelopment housing set-aside funds and/or the HOME Amount. The Participant fully understands and acknowledges that any provision of funding by the Agency or the City shall be accomplished from the combination of those two sources of funding and shall not constitute an obligation of the City's general fund.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

4.8 **Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this City Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. City representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8. The foregoing portion of this Section 4.8 shall be in addition to the authority of the City to enforce planning enactments and building and safety laws and to engage in activities in connection therewith.

4.9 Compliance With Laws and Federal Program Limitations.

4.9.1 HOME Program. Because the City Loan will be provided with HOME Program funds, Participant shall carry out the Improvements and the operation of the HOME Units in conformity with all requirements of the HOME Program to the extent applicable to the Development. In the event Participant desires to change the affordable housing or maintenance requirements for the Site from the specific requirements set forth in this City Agreement in order to comply with a subsequently enacted amendment to the HOME Program, Participant shall notify City in writing of such proposed change and the amendment related thereto at least thirty (30) days prior to implementing such change. In the event City disapproves of such change and Participant's interpretation of the amendment related thereto, City shall notify Participant of its disapproval in writing and the parties shall seek clarification from the appropriate HUD Field Office. Only if HUD concurs with Participant's interpretation of the HOME Program (the respect to HOME Units only) shall Participant be permitted to implement the proposed change.

4.9.2 Federal Funding of City Loan. Due to the source of funding for the City Loan from HOME Program funds, which is a federal revenue source, Participant shall comply with all applicable Federal Program Limitations, including without limitation, the following federal provisions.

(a) **Housing Quality Standards**. Participant agrees to develop the Improvements in accordance with the Federal Housing Quality Standards, 24 CFR §982.401, the Moreno Valley Municipal Code and all other applicable local codes, rehabilitation standards, state and local requirements, zoning ordinances, other ordinances and regulations.

(b) **Labor Standards (Davis-Bacon)**. In addition to compliance with Section 4.9.1, the Construction Contract for the Improvements, as well as any other contract for the Improvements, shall contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of the United States Department of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §276a–276a-5), will be paid to all laborers and mechanics employed in the Improvement work, and such contract(s) shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701, *et seq.*), unless an exemption from such requirement and from state prevailing wages is applicable. If required, participating contractors, subcontractors, and other participants must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participant shall supply to City certification, in form and substance satisfactory to HUD and City Manager, as to compliance with the provisions of this Section before receiving any disbursement of federal funds for the Rehabilitation work.

(c) **Handicapped Accessibility**. Participant shall comply with (a) Section 504 of the Rehabilitation Act of 1973, and implementing regulations at 24 CFR 8C governing accessibility of projects assisted with federal funds; and (b) the Americans with Disabilities Act of 1990, and implementing regulations at 28 CFR 35–36 in order to provide handicapped accessibility to the extent readily achievable.

(d) **Use of Debarred, Suspended, or Ineligible Participants**. Participant shall comply with the provisions of 24 CFR 24 relating to the employment, engagement

of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.

(e) **Maintenance of Drug-Free Workplace**. Participant shall certify that Participant will provide a drug-free workplace in accordance with 24 CFR 24F.

(f) **Lead-Based Paint**. City, as a recipient of federal funds, has modified and conformed all of its federally funded housing programs to Lead-Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. §4800, *et seq.*, specifically §§4821-4846, and the implementing regulations thereto, which are aimed to take advantage of rehabilitation events as a cost-effective opportunity to reduce lead based paint and lead based paint hazards (LBP) in existing housing. In this regard, Participant shall comply with all federal requirements relating to lead-based paint.

(g) **Affirmative Marketing**. Participant shall adopt and implement affirmative marketing procedures and requirements at the Site in accordance with Section 92.351 of the HOME Regulations.

(h) **Equal Opportunity and Fair Housing**. Participant shall carry out the Development and perform its obligations under this City Agreement in compliance with all of the federal laws and regulations regarding equal opportunity and fair housing described in 24 CFR 92.350.

(i) **Energy Conservation Standards**. As applicable to the Development, Participant shall cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

4.9.3 Requests for Disbursements of Funds. Participant may not request disbursements of funds hereunder until the funds are needed for payment of eligible costs of the Development.

(a) **Eligible Costs**. Participant shall only use HOME Program funds to pay costs defined as "eligible costs" under Federal Program Limitations.

(b) **Records and Reports**. Participant shall maintain and from time to time submit to City such records, reports and information as City Manager may reasonably require in order to permit City to meet the recordkeeping and reporting requirements required of them pursuant to 24 CFR 92.508.

(c) **Conflict of Interest**. Participant shall comply with and be bound by the conflict of interest provisions set forth at 24 CFR 570.611.

(d) **Conflicts between and among Federal Program Limitations and the Redevelopment Law**. If and to the extent applicable for any source of federal revenue expended to implement the Development and in the event of any conflict or inconsistency between applicable Federal Program Limitations and/or the Redevelopment Law, then the more stringent requirement(s) shall control.

(e) **Layering Review**. Participant acknowledges that a layering review will be performed in accordance with Federal Program Limitations. In connection with such review

Participant acknowledges and agrees it shall be required to represent and certify to City that no government assistance other than the City Loan, the Agency Loan and, as applicable, the Tax Credits, has been obtained or is contemplated to be obtained for the acquisition and development of the Site. If such layering review is conducted, Participant agrees to notify City in the event that it applies for or proposes to use governmental funds, other than as listed in the previous sentence, for the Site or the Improvements.

4.9.4 Compliance with Laws. Participant shall comply with all applicable federal, state and local statutes, ordinances, regulations and laws, (including the Governmental Requirements) with respect to Participant's ownership and the Improvements and the operation and management of the Development by Participant (all of which comprises the Development hereunder). Participant shall carry out the design, construction and completion of Improvements, and operation and management of the Development, in conformity with all applicable laws, including all applicable federal, state, and local labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Moreno Valley Municipal Code, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Act, Civil Code Section 51, *et seq.*

(a) **Prevailing Wage Laws**. Participant shall carry out the Improvements through completion and the overall development of the Development in conformity with all applicable federal, state and local labor laws and regulations, including without limitation, the requirements to pay prevailing wages under federal law, if applicable, (the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 CFR Part 1 (collectively, "Davis Bacon")) and, if applicable, California law (Labor Code Section 1720, *et seq.*).

Participant shall be solely responsible, expressly or impliedly, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, labor laws and standards, and City makes no representations, either legally or financially, as to the applicability or non-applicability of any federal, state or local laws to the Development or any part thereof, either onsite or offsite. Participant expressly, knowingly and voluntarily acknowledges and agrees that City has not previously represented to Participant or to any representative, agent or Affiliate of Participant, or its Contractor or any subcontractor(s) for the construction or development of the Development, in writing or otherwise, in a call for bids or otherwise, that the work and construction undertaken pursuant to this Agreement is (or is not) a "public work," as defined in Section 1720 of the Labor Code or under Davis Bacon or is otherwise exempt.

Participant knowingly and voluntarily agrees that Participant shall have the obligation to provide any and all disclosures or identifications as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation, to the extent applicable. Participant shall indemnify, protect, pay for, defend (with legal counsel acceptable to City) and hold harmless the City and the Agency, with counsel reasonably acceptable to City, and their elected and appointed public officials, employees and agents, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the Improvements, development, construction (as defined by applicable law) and/or operation of the Development, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by

Participant of any applicable local, state and/or federal law or regulation, including, without limitation, any applicable federal and/or state labor laws or regulations (including, without limitation, if applicable, the requirement to pay state and/or federal prevailing wages); (ii) the implementation of Section 1781 of the Labor Code and/or Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation; and/or (iii) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation, to the extent required. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law or regulation) of the Development, including, without limitation, any and all public works (as defined by applicable law or regulation), Participant shall bear all risks of payment or non-payment of prevailing wages under applicable federal, state and local law or regulation and/or the implementation of Labor Code Section 1781 and/or Davis Bacon, as the same may be amended from time to time, and/or any other similar law or regulation. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this City Agreement and shall continue after completion of the Improvements by Participant. At the request of Participant, City shall cooperate with and assist Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

(b) **Section 3 Compliance**. Participant agrees to comply with and to cause the general contractor, each subcontractor, and any other contractors and/or subcontractors or agents of Participant to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u, and the implementing regulations, in connection with the construction of the Project to the extent applicable. Participant shall submit to City each Construction Contract with appropriate provisions providing for the development of the Improvements in conformance with the terms of this City Agreement, including the Section 3 Clause, in accordance with Section 207.2(g). The Contractor, each subcontractor, and any other contractors or subcontractors or agents of Participant (subject to compliance with 24 CFR part 135) shall have provided to City the certification in appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the Development, and City shall be responsible for determining whether each contractor has been debarred.

City has prepared a Section 3 "checklist" and other forms related to Section 3 compliance; and as provided by City to Participant, and its contractor(s) or subcontractor(s), if any, and as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies. Participant hereby acknowledges and agrees to take all responsibility for compliance with all Section 3 Clause federal requirements as to Participant, general contractor, subcontractors, or other contractor(s), subcontractor(s), and other agents. Participant shall provide or cause to be provided to the Contractor and each subcontractor, and each of its other contractor(s), subcontractor(s) and agents the checklist for compliance with the Section 3 Clause federal requirements provided by City, to obtain from the Contractor, each subcontractor, and other contractor(s), subcontractor(s), and agents all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 Clause documentation and proof of compliance to the City Manager. To the extent applicable, Participant shall comply and/or cause compliance with all Section 3 Clause requirements for the Development. For example, when and if Participant or its contractor(s) hire(s)

full time employees, rather than volunteer labor or materials, Section 3 is applicable and all disclosure and reporting requirements apply.

4.10 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

4.12 Liens and Stop Notices. Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

(c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion. In the event the Agency furnishes the Participant with a Certificate of Completion, such issuance shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4.14 Further Assurances. Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to City all documents, and take all actions, reasonably required by City from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.15 Financing of the Improvements.

4.15.1 Approval of Financing. As required herein and as one of Conditions Precedent to the disbursement of the HOME Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding

commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement ("Proof of Financing Commitments").

The City shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this City Agreement and the Agency Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, the City Covenants and the HOME Covenants and are otherwise reasonable and customary. If City shall disapprove any evidence of financing, City shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to City new evidence of financing. City shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to City. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development. In the event a preliminary reservation of Tax Credits is not obtained by the Participant or the Participant is unable to cause Tax Credits to be marketed generating capital for construction of the Improvements on or before the Closing Deadline, this City Agreement shall be subject to termination by the City. The following requirement must be satisfied in order for the financing utilizing Tax Credits to be approved by the City pursuant to this Section 4.15.1:

(i) Not less than twenty percent (20%) of such equity investment shall be payable no later than the completion of construction of the Improvements, as evidenced by the issuance of the Certificate of Completion for the Improvements.

The Participant understands and agrees that Participant, one or more of the Principals of Participant or other party may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial

statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the City as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

4.15.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the City's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this City Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the City Manager and which set forth such costs, unless the written approval of the City Manager is first obtained. The Participant shall notify the City in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, City agrees to subordinate the City Deed of Trust, and to the extent provided in Section 4.15.7, the HOME Covenants and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the City to cure. The City authorizes the City Manager to execute such instruments on behalf of the City without necessity of further action by the governing board of the City.

4.15.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the City may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this City Agreement, the City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this City Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice,

to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this City Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the City by written agreement reasonably satisfactory to the City. The holder, in that event, must agree to complete, in the manner provided in this City Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. The parties hereto acknowledge that any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of the Agency Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default. The City Manager is authorized to consent, on behalf of the City, to the provision of similar cure rights to the limited partner as reasonably requested by the tax credit investor; provided that costs associated with evidencing such cure rights shall be borne by the Participant to defray all of City's legal and staff costs associated therewith, using those charges customarily applied by the City's contract attorneys and City staff where billing is to private clients.

4.15.5 Failure of Holder to Complete Improvements. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from City of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the City, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an inter-creditor agreement, if any, and in addition shall supplement and not limit the City's rights under the City Covenants and the HOME Covenants or by operation of law.

4.15.6 Right of the City to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the City shall have the right but no obligation to cure the default. In such event, the City shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the City in curing such default.

In addition, the Participant, shall use its best efforts to cause the Primary Construction Lender and the Primary Permanent Lender to agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the City and the City shall have not less than sixty (60) days following receipt by City of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under this City Agreement.

4.15.7 Limited Subordination of Covenants. It is contemplated that financing for the Development will be provided from funds of the Participant, the HOME Amount, the Agency Loan, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the City agrees to the subordination of the City Deed of Trust and those provisions of the HOME Covenants and the City Covenants that limit rents to affordable rents and limit occupants to households of specified incomes on the basis set forth in this Section 4.15.7 and in the HOME Covenants. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in an inter-creditor agreement (which shall include rights of the City to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is

completed pursuant to deeds of trust securing the Primary Construction Loan, the Primary Permanent Loan, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants will no longer be applicable. Any subordination agreement required pursuant to this Section 4.15.7 may be signed by the City Manager, without further approval(s).

4.16 Mechanics of Disbursement of HOME Amount.

4.16.1 Provided that the Conditions Precedent to Disbursement of the HOME Amount have first been satisfied, the City shall make available to the Participant the HOME Amount upon recording of the permanent loan for the Project, but not earlier than at Stabilized Occupancy.

4.16.2 The City shall have no obligation to disburse any portion of the HOME Amount unless and until all of the Conditions Precedent to Disbursement of the HOME Amount are first satisfied and the Stabilized Occupancy has been achieved.

4.16.3 Excepting only for the HOME Amount, the Participant assumes all responsibility for any and all costs to develop the Development (provided that the Agency Agreement shall be enforceable according to its terms). All amounts disbursed by the City to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.4 The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

4.17 Establishment and Maintenance of Accounts. Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve, at such time as may be required by the lenders and/or investors.

The Participant shall provide to City, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Annual Financial Statement and Residual Receipts Report. The report shall be delivered by Participant to City on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the Agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the

Agency, to the computation and verification of the all payments due by Participant under this City Agreement (including without limitation under the City Note and the HOME Covenants), including without limitation a certified financial audit for the Participant each Year until the City Note has been fully satisfied; if the City has reasonable cause to believe there has been an under-reporting, or otherwise at the City's discretion, the City may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the City and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the City. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to City for the corresponding year, the Participant shall reimburse the City for the cost of the audit).

5. COVENANTS AND RESTRICTIONS.

5.1 Use Covenants. Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs and the City Covenants shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

5.2 Affordable Housing Requirements.

5.2.1 Number of Affordable Units. Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent Subject to modification if mutually approved by the parties and further subject to the possible approval of greater or deeper affordability restrictions or requirements by CDLAC or TCAC, there shall be seventy-seven (77) Required Affordable Units on the Site, with affordability for those units to be provided in conformity with the Prescribed Income Levels and Affordable Rents. The restriction of Units in addition to the Required Affordable Units at limited rent levels, in connection with requirements for tax credits, shall not be deemed to constitute a violation of this City Agreement. In addition, the Participant shall restrict availability of the HOME Units as set forth in this Section 5.2 and the HOME Covenants. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect and the Participant agrees to execute an amendment to the Agency Participant CC&Rs and the City Covenants conforming to those additional Units as may be restricted under tax credit or other programs as utilized in connection with the development of the Improvements or the operation of rental housing units thereon. In the event CDLAC or TCAC imposes greater or deeper affordability restrictions or requirements, this Agreement and the attachments hereto will be conformed to meet such requirements.

5.2.2 Duration of Affordability Requirements. The Required Affordable Units shall be maintained as rental units available at and rented to Very Low Income Households and Lower Income Households consistent with the Prescribed Rent Levels and Tenant Mix throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

5.2.3 Selection of Tenants of HOME Units. Participant shall be responsible for the selection of tenants for the HOME Units in compliance with the HOME Program, the Redevelopment Law, Federal Program Limitations (to the extent applicable) and all lawful and reasonable criteria. Preference shall be given to tenants who currently reside within the City, or who currently work in the City, or who have been displaced by activities of the City, or redevelopment activities of Agency in the implementation of the Redevelopment Plan, to the extent authorized by applicable federal, state or local laws or regulations. Participant shall adopt a tenant selection system for the HOME Units in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by City Manager in his reasonable discretion, which establishes a chronological waiting list system for selection of tenants for the HOME Units. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. To the extent HOME Units are available, Participant shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program solely on the basis of such certificate, voucher, or comparable document, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

5.2.4 Income of Tenants. Each tenant of all of the Units shall satisfy the requirements under the Agency Agreement and the Agency Participant CC&Rs. In addition, as the HOME Units, Participant covenants and agrees that (i) each tenant shall and will be a 50% AMI Very Low Income Household, and (ii) the cost to each tenant household for the corresponding HOME Unit shall be at and within the defined Affordable Rent under this City Agreement for the applicable 50% AMI Very Low Income Household, and (iii) each tenant household shall meet HQS occupancy standards for the HOME Unit, and (iv) the occupancy and use of the HOME Units shall comply with all other covenants and obligations of this City Agreement (collectively, "Tenant Selection Covenants").

Participant covenants that:

(i) three (3) of the three (3) bedroom Housing Units at the Development (which shall be designated as HOME Units) shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent; and

(ii) seven (7) of the two (2) bedroom Housing Units at the Project (which shall be designated as HOME Units) shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent.

5.2.5 Determination of Affordable Rent for the Housing Units. Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided under the Agency Agreement and the Agency Participant CC&Rs. In addition, with respect to the HOME Units, the maximum monthly rent chargeable for the HOME Units shall be annually determined by City in accordance with Section 92.252 of the HOME Regulations and the Tax Credit Rules, as applicable, pursuant to the following formulas:

(a) The Affordable Rent for the HOME Units to be rented to 50% AMI Very Low Income Households shall not exceed the *lesser* of: (A) one-twelfth (12) of thirty percent (30%) of fifty percent (50%) of AMI for Riverside County as determined and published by TCAC

for a family of a size appropriate for the Unit pursuant to the Tax Credit Rules or (B) the applicable Low HOME rent amount pursuant to the HOME Regulations.

For purposes of this City Agreement, "Affordable Rent" means the total of monthly payments for (a) use and occupancy of each HOME Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Participant which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, or cable TV or internet services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Participant.

(b) **Rent Schedule and Utility Allowance for HOME Units**. City will review and approve the Affordable Rents proposed by Participant for all of the HOME Units together with the monthly allowances proposed by Participant for utilities and services to be paid by the tenant. Participant must annually reexamine the income of each tenant household living in the HOME Units annually in accordance with Sections 5.2 and 5.3 herein. The maximum monthly rent with respect to the HOME Units must be recalculated by Participant and reviewed and approved by City annually, and may change as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in rents for the HOME Units is subject to the provisions of outstanding leases. Participant must provide all tenants of HOME Units not less than thirty (30) days prior written notice before implementing any increase in rents.

(c) **Increases in Tenant Income in a HOME Unit**. A tenant who qualifies as a 50% AMI Very Low Income Household, prior to occupancy of a HOME Unit in compliance with this City Agreement shall be deemed to continue to be so qualified until such time as the annual re-verification of such tenant's income demonstrates that such tenant no longer qualifies as a 50% AMI Very Low Income Household, as applicable. A tenant occupying a HOME Unit whose income increases, causing that tenant household to cease to be income qualified in the same category shall, if that tenant household continues to qualify in a higher income category provided for under this City Agreement, be deemed to so qualify and the HOME Unit occupied by such tenant household shall be counted towards Participant's obligation to provide a HOME Unit for households in such income category. The HOME Units shall be "floating units" as defined in the HOME Regulations, such that the location of the HOME Units designated for each income category may change within the Development provided that the next available HOME Unit containing the appropriate number of bedrooms shall be used to replace any HOME Units re-designated due to an increase in tenant income, such that to the extent reasonably practicable, the Development shall continuously comply with the unit mix set forth in Section 5.2.4 hereof for the HOME Units. In no event shall the HOME Units also be designated as Units receiving Project Based Section 8 assistance. A tenant household whose income increases such that such tenant household ceases to be income qualified to occupy a HOME Unit at the Development, may continue to occupy his HOME Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of thirty percent (30%) of the household's adjusted monthly income, recertified annually, or the market rent applicable to the HOME Unit as published by HUD.

(d) **Leases; Rental Agreements for Housing Units**. Prior to renting any HOME Units, Participant shall submit a standard lease form, which shall comply with HOME Regulations (including 24 CFR 92.253), the Redevelopment Law, and all requirements of this City

Agreement, to City for approval. City shall reasonably approve such lease form upon finding that such lease form is consistent with this City Agreement and contains all of the provisions required pursuant to the HOME Program, the HOME Regulations, and the Redevelopment Law. Participant shall enter into a written lease, in the form approved by City, with each tenant/tenant household of any HOME Unit. No lease shall contain any of the provisions that are prohibited pursuant to Section 92.253 of the HOME Regulations.

(e) **Marketing**. Participant shall comply with an affirmative marketing plan reasonably approved by City, including methods for informing the public and potential tenants about the federal fair housing laws, procedures to inform and solicit applications from persons in the housing market area not likely to apply for tenancy of the Units without special outreach and recordkeeping methods that will permit City to evaluate the actions taken by Participant to affirmatively market the HOME Units and the other Units at the Development. Specific procedures for marketing Units shall include:

(i) Posting advertisements and notices of the availability of the Unit(s) in local newspapers and other publications. Such advertisements and notices shall include a description of the age and income requirements applicable to the Unit(s).

(ii) Posting advertisements and notices of the vacancy(ies) at local religious institutions, community centers, public buildings such as post-offices and City Hall.

(iii) Posting advertisements and notices of the vacancy(ies) anywhere Developer believes tenant households eligible for occupancy in the Units are likely to become informed.

5.2.6 Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as in connection with the authorization of a preliminary reservation of tax credits (the "Tax Credit Regulatory Agreement") or the HOME Requirements is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement and Bond Regulatory Agreement or, if more restrictive, the HOME Requirements (as the HOME Requirement apply to the HOME Units) shall control and the Participant's compliance therewith shall not be a default hereunder.

5.3 Verifications.

5.3.1 Income Verification. Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely the Required Affordable Units.

In addition, with respect to the HOME Units, the following shall apply:

Gross income calculations for tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Participant shall verify the income and information provided in the income certification of the proposed tenant as set forth below:

(a) Participant shall verify the income of each proposed tenant of a HOME Unit at the Development pursuant to the Tenant Selection Covenants set forth in Section 5.2.3 herein, and by at least one of the following methods as appropriate to the proposed tenant:

(i) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.

(ii) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(iii) obtain an income verification certification from the employer of the person.

(iv) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(v) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Participant.

5.3.2 Annual Reports. Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency and the information required by City under this Section 5.3.2. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records pertaining to each and every Unit in the Development, and not merely the Required Affordable Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2013 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

Following the completion of the Improvements, and annually thereafter (on or before June 15 of each year), Participant shall submit to City, at Participant's expense, a written summary of the income, household size and rent payable by each of the tenants of the HOME Units. At City's request, but not less frequently than prior to each initial and subsequent rental of each HOME Unit to a new tenant household (but not lease renewals) and annually thereafter, Participant shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants. Participant shall obtain, or shall cause to be obtained by its property manager, an annual certification from each household leasing a HOME Unit demonstrating that such household is a 50% AMI Very Low Income Household, as applicable, and meets the eligibility requirements established for the HOME Unit. Participant shall verify, or shall cause to be verified by

its property manager, the income certification of each tenant household. In order to comply with this Section, Participant shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement for the Development; provided, City may request (and Participant shall provide) additional documentation to assist City's evaluation of Participant's compliance with this City Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with the HOME Regulations and Federal Program Limitations, as applicable. This requirement is in addition to and does not replace or supersede Participant's obligation to annually submit the Certificate of Continuing Program Compliance to City.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Annual Financial Statement and Residual Receipts Report (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Development ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, payment of fees and any other remuneration to Participant (including without limitation any deferred portion of the Developer Fee all certified by the Annual Financial Statement and Residual Receipts Report. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note. Participant agrees to maintain records in a businesslike manner, and to maintain such records for so long as the Agency Participant CC&Rs or the City Covenants remain in effect. The income and rent restrictions provided for hereunder are intended and shall be maintained in a manner sufficient to satisfy the requirements of Health and Safety Code Section 33413(b).

Throughout the Affordability Period, Participant shall comply with all applicable recordkeeping and monitoring requirements set forth in the Redevelopment Law and the HOME Program, including Section 92.508 (or successor regulation) of the HOME Regulations and Section 33418 of the Redevelopment Law, and shall annually complete and submit to City a Certification of Continuing Program Compliance as provided by City Manager. Representatives of City shall be entitled to enter the Site, upon at least seventy two (72) hours notice, to monitor compliance with this City Agreement, to inspect the records of the Development, and to conduct an independent audit or inspection of such records; such authorization shall be in addition to the authority of the City to enforce applicable laws. Participant agrees to cooperate with City in making the Site and all Units thereon available for such inspection or audit. Participant agrees to maintain records in a businesslike manner, to make such records available to City upon seventy two (72) hours notice, and to maintain such records for the entire Affordability Period.

5.4 **Maintenance of Site.** Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any

accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

5.5 Nondiscrimination Covenants. Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site or any portion thereof. Participant further agrees to refrain from restricting the rental, sale or lease of the Site, or portion thereof, on the basis of any of the characteristics listed above. Participant shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The foregoing covenants shall run with the land. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in

the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Section 5.5 shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and shall remain in effect in perpetuity.

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. City is deemed the beneficiary of the terms and provisions of this City Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this City Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. City shall have the right, if the Agreement or any covenants in any agreement pursuant to this City Agreement and the Agency Agreement, including without limitation the Agency Participant CC&Rs, the City Covenants or the HOME Covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this City Agreement and such covenants may be entitled.

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES.

As a material inducement to City to enter into this City Agreement, Participant represents and warrants to City that:

6.1 Formation, Qualification and Compliance. Participant (a) is a California limited partnership validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this City Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this City Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the City in this City Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this City Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

6.2 **Execution and Performance of Project Documents**. Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

6.3 **Covenant Not to Transfer Except in Conformity**. Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the City Manager, which consent may be granted or refused in the City Manager's sole and absolute discretion; except City shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit compliance period. Any sale, lease, transfer or conveyance without such consent shall, at City's option, be void. A change in ownership of the Participant resulting in the entities executing this City Agreement on behalf of Participant failing to maintain management and control of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that City relied upon Participant's particular expertise in entering into this City Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the HOME Units and the Required Affordable Units to Very Low Income Households and Lower Income Households to afford the community a long-term, quality affordable housing resource. Notwithstanding the above provisions, a transfer permitted under Section 7.11.1 of this City Agreement or Section 6.3(a) of the HOME Covenants shall be deemed to not violate this Section 6.3.

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 **Default Remedies**. Subject to the extensions of time set forth in Section 7.10 of this City Agreement, failure by either party to perform any action or covenant required by this City Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this City Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this City Agreement, and without limiting or affecting rights of parties hereto to terminate this City Agreement, the claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 **Institution of Legal Actions**. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this City Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this City Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent

with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

7.3 **Termination by the Participant**. The Participant shall have no right to terminate this City Agreement.

7.4 **Termination by City**. In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2012):

7.4.1 Participant fails to obtain one or more of an allocation for private activity bonds from CDLAC or enter into the Agency Agreement or to provide by the Tax Credit Deadline evidence satisfactory to the Executive Director that sufficient funding will be available for the Development;

7.4.2 Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this City Agreement;

7.4.3 One or more of the Conditions Precedent to Disbursement of the HOME Amount has not been satisfied;

7.4.4 Participant fails to execute the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Note, the Agency Deed of Trust, the City Note, the City Deed of Trust, the Participant Certificate to City or the Memorandum of Agreement;

7.4.5 The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

7.4.6 Participant is otherwise in default of this City Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this City Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of this City Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this City Agreement by Agency to the Participant and thereafter this City Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

7.5 **Acceptance of Service of Process**. In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this City Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 Inaction Not a Waiver of Default. Any failures or delays by either party to this City Agreement in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this City Agreement.

7.9 Modification of Agency Participant CC&Rs. In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs, the City Covenants, and the HOME Covenants, then, from time to time upon receipt of request therefor from the City Manager, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs, the City Covenants and the HOME Covenants; such request(s) by the City Manager can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs, the City Covenants or the HOME Covenants have been recorded.

7.10 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this City Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this City Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this City Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this City Agreement may also be extended in writing by the mutual agreement of City and Participant. The City Manager shall have the authority to approve extensions on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this City Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Participant to provide indemnification as set forth in Section 4.7 of this City Agreement, the failure to enter into the Agency Agreement or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

7.11 Limitation Upon Transfer. The qualifications and identity of the Participant are of particular concern to City. It is because of those qualifications and identity that City has entered into this City Agreement with the Participant. For the period commencing upon the date of this City Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this City Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to

facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

7.11.1 Permitted Transfers. Notwithstanding any other provision of this City Agreement to the contrary, the City shall not unreasonably withhold its approval of an assignment of this City Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate; and (d) the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development.

In the event of a proposed assignment by Participant not permitted under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to City including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant all obligations under this City Agreement and the Agency Agreement.

7.11.2 Agency Consideration of Requested Transfer. City agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Units in conformity with each of this City Agreement and the Agency Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to City requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, the City Covenants and the HOME Covenants remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by City. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the City to receive compensation (in connection with such transfer to tax credit investors). City shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which City reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the City pursuant to this City Agreement, the Participant shall remain liable for performance pursuant to this City Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require City Manager approval, City shall either

approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to City such further information as may be reasonably requested.

7.11.3 Successors and Assigns. All of the terms, covenants and conditions of this City Agreement shall be binding upon the Participant and its permitted successors arid assigns. Whenever the term "Participant" is used in this City Agreement, such term shall include any other permitted successors and assigns as herein provided. In addition, the City will not unreasonable withhold its approval of a transfer made at the conclusion of the tax credit compliance period to the Participant and affiliates upon the removal of the tax credit investor, so long as there are no defaults under this City Agreement and the transferee agrees to be bound by all executory provisions of this City Agreement.

7.11.4 Assignment by City. City may assign or transfer any of its rights or obligations under this City Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that City may assign or transfer any of its interests hereunder to the Agency or a housing authority at any time without the consent of the Participant.

7.12 Non-Liability of Officials and Employees of City. No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this City Agreement.

7.13 Relationship Between City and Participant. It is hereby acknowledged that the relationship between the City and Participant is not that of a partnership or joint venture and that City and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this City Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

7.14 City Approvals and Actions. When a reference is made herein to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

7.15 Real Estate Brokers. City and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.16 Attorneys' Fees. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this City Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8. MISCELLANEOUS

8.1 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of City to Participant, or any other claim by Participant against City, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this City Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

8.2 Notices. All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant: MV Hemlock Limited Partnership
Attention: James M. Jernigan
5051 Canyon Crest Drive, Suite 104
Riverside, California 92507

with copy (the mailing of which shall not constitute notice to Participant) to: Goldfarb and Lipman LLP
Attention: Robert C. Mills
1300 Clay Street, 11th Floor
Oakland, California 94612

If to City: City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

with copy (the mailing of which shall not constitute notice to Agency) to: Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone: (949) 725-4167
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.3 Survival of Representations and Warranties. All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency and City notwithstanding any investigation made by Agency or City and the rental of the HOME Units have been or will be relied on by City notwithstanding any investigation made by City.

8.4 No Third Parties Benefited Except for Agency City. This City Agreement is made for the purpose of setting forth rights and obligations of Participant and City, and no other person (except for the Agency) shall have any rights hereunder or by reason hereof. Except for the Agency, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this City Agreement

8.5 Binding Effect; Assignment of Obligations. This City Agreement shall bind, and shall inure to the benefit of, Participant and City and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the prior written consent of the City Manager, which consent may be withheld in the City Manager's sole and absolute discretion. Any such assignment without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that City relied upon Participant's particular expertise in entering into this City Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units and the HOME Units in conformity with this City Agreement.

8.6 Counterparts. Provided that the written approval of the City Manager is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.7 Prior Agreements; Amendments; Consents. This City Agreement (together with the other Project Documents) contains the entire agreement between City and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this City Agreement and such other Project Documents or other agreements between the parties preceding the Date of Agreement, including without limitation that certain agreement entitled "Conditional Commitment Letter" dated as of March 8, 2011, are hereafter of no further force and effect. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. The Agency Agreement shall be enforceable according to its terms. This City Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This City Agreement includes pages 1 through 53 and Attachments 1 through 7, which constitutes the entire understanding and agreement of the parties.

This City Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this City Agreement must be in writing by the appropriate authorities of the City and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the City and the Participant.

8.8 Governing Law. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California and applicable Federal Program Limitations. Participant irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this City Agreement or the other Project Documents. Participant also waives any objection regarding personal or in rem jurisdiction or venue.

8.9 Severability of Provisions. No provision of this City Agreement or of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions of this City Agreement and to this end all pro-visions of the Project Documents are hereby declared to be severable.

8.10 Headings. Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.11 Conflicts. In the event of any conflict between the provisions of this City Agreement and those of any other Project Document, this City Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.12 Time of the Essence. Time is of the essence in this City Agreement and in all of the Project Documents.

8.13 Conflict of Interest. No member, official or employee of City shall have any direct or indirect interest in this City Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

8.14 Warranty Against Payment of Consideration. Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this City Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____

By: James M. Jernigan,
Its: President

CITY:

CITY OF MORENO VALLEY, a municipal corporation

By:_____
City Manager

ATTEST:

_____
City Clerk

ATTACHMENT NO. 1

HOME COVENANTS

Recording Requested By and
When Recorded Mail To:

City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, California 92552-0805
Attention: City Manager

(Space above for Recorder's use.)

(This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.)

CITY REGULATORY AGREEMENT

This **CITY REGULATORY AGREEMENT** ("Agreement") is entered into this ____ day of _____, 20__, by and between the **CITY OF MORENO VALLEY**, a California municipal corporation ("City") and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership ("Participant" or "Developer").

RECITALS

A. Developer has acquired that certain real property located in the City as more particularly described in the legal description attached hereto as Exhibit A and fully incorporated by this reference ("Site").

B. Developer desires to construct on the Site seventy-eight (78) Housing Units on the Site, of which ten (10) Units (the "HOME Units") shall be restricted to occupancy and made available to 50% AMI Very Low Income Households, and all at an Affordable Rent, as more particularly set forth herein. Developer intends to acquire the Site and develop improvements thereon utilizing the proceeds of a loan from City in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) from HOME Program funds, or as much thereof as is disbursed by City to Developer.

C. City has agreed to extend the City Loan to Developer pursuant to the terms and conditions of that certain "Affordable Housing Agreement (HOME), also referred to as the "City Agreement," dated as of June 21, 2011 entered into by and between Developer and City.

D. City has agreed to make the City Loan to Developer on the condition that the Development be maintained and operated in accordance with the restrictions concerning affordability, operation, and maintenance of the Development, as specified in the City Agreement.

E. A purpose of the City Agreement is to ensure that the HOME Units rehabilitated and operated pursuant to the requirements hereunder shall be available at an Affordable Rent for fifty-eight (58) years pursuant to the City Agreement.

NOW, THEREFORE, the foregoing recitals are a substantive part of this Agreement and in consideration of the mutual covenants and conditions set forth herein and in the City Agreement, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. Capitalized words and terms used in this Agreement, if not defined in this Regulatory Agreement, shall have the meanings ascribed thereto in the City Agreement.

ARTICLE 2

LAND USE RESTRICTIONS

2.1. Permitted Uses. The Site shall be used only for private rental dwelling purposes and related amenity uses and for no other purposes. Commencing upon and throughout the Affordability Period, Developer covenants and agrees to make available, restrict occupancy to, and rent ten (10) of the Units at the Site to 50% AMI Very Low Income Households, all at an Affordable Rent as set forth in Sections 2.2, 2.3, and 2.4 herein. None of the Housing Units at the Site shall at any time be utilized on a transient basis, nor shall the Site or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home. Developer shall not convert the Site to condominium ownership during the Affordability Period without the prior consideration and action approving such conversion by the City Council, which approval may be granted, withheld or denied in the sole and absolute discretion of the City Council and until such approval is granted, if at all by City Council, it shall be a violation of such restriction to file a "White Report" and/or to record a condominium plan for the Site. Developer shall not maintain or cause to be maintained any public nuisance or private nuisance on or about the Site.

2.2 Tenant Selection Covenants.

(a) Selection of Tenants. Developer shall be responsible for the selection of tenants for the HOME Units in compliance with the HOME Program, the Redevelopment Law, the Federal Program Limitations (to the extent applicable), and all lawful and reasonable criteria, as set forth in the Management Plan that is required to be submitted to and approved by City pursuant to this Agreement. Preference shall be given to tenants who currently reside within the City, or who currently work in the City, or who have been displaced by activities of the City or redevelopment activities of Agency in the implementation of the Redevelopment Plan, to the extent authorized by applicable federal, state or local laws or regulations. Developer shall use its best efforts to rent vacant Housing Units to eligible households on housing authority's tenant waiting list and eligible households currently holding portable Section 8 vouchers, who are otherwise qualified to be tenants in accordance with the approved tenant selection criteria. Developer shall adopt a tenant selection system for the HOME Units in conformance with Section 92.253(e) of the HOME Regulations,

which shall be approved by City Manager in his reasonable discretion, which establishes a chronological waiting list system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. To the extent Units are available, Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR Part 882 (Rental Certificate Program) or a rental voucher under 24 CFR Part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program solely on the basis of such certificate, voucher or comparable document, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

(b) Income and Occupancy Restrictions. As included in the annual income certification provided by Developer or as otherwise reasonably requested by City, Developer shall endeavor to make available for City Manager's review and approval such information as Developer has reviewed and considered in its selection process, together with the statement by Developer that Developer has determined that each selected tenant will comply with all applicable terms and conditions of this Agreement in each tenant's occupancy of a HOME Unit, including without limitation, that each corresponding household satisfies the income eligibility requirements, Affordable Rent requirements, and other requirements of this Agreement.

(i) In this regard, Developer covenants and agrees that (i) each tenant (other than the on-site property manager) shall and will be a 50% AMI Very Low Income Household as defined herein, and (ii) the cost to each tenant household for the corresponding HOME Unit on the Site shall be at and within the defined Affordable Rent for a 50% AMI Very Low Income Household, and (iii) each tenant household (other than the on-site property manager) shall meet HQS occupancy standards for the HOME Unit, and (iv) the occupancy and use of the Site shall comply with all other covenants and obligations of this Agreement (collectively, "Tenant Selection Covenants").

(ii) Developer covenants that:

(A) three (3) of the three (3) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent; and

(B) seven (7) of the two (2) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent.

2.3 Income Certification Requirements. Following the completion of construction of the Improvements, and annually thereafter (on or before March 31 of each year), Developer shall submit to City, at Developer's expense, a written summary of the income, household size and rent payable by each of the tenants of the Units. At City's request, but not less frequently than prior to each initial and subsequent rental of each Unit to a new tenant household (but not lease renewals) and annually thereafter, Developer shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants. Developer shall obtain, or shall cause to be obtained by the Property Manager, an annual certification from each household leasing a HOME Unit demonstrating that such household is a 50% AMI Very Low Income Household, as applicable, and meets the eligibility requirements established for the HOME Unit. Developer shall verify, or shall cause to be verified by the Property Manager, the income certification of each tenant

household. In order to comply with this Section, Developer shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement for the Development; provided, City may request (and Developer shall provide) additional documentation to assist City's evaluation of Developer's compliance with this Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with the HOME Regulations and Federal Program Limitations, as applicable. This requirement is in addition to and does not replace or supersede Developer's obligation to annually submit the Certificate of Continuing Program Compliance to City and Developer's obligations under the City Covenants and the Agency Participant CC&Rs.

(a) Verification of Income of New and Continuing Tenants. Gross income calculations for prospective (and continuing) tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Developer shall verify the income and information provided in the income certification of the proposed tenant as set forth below.

(i) Developer shall verify the income of each proposed tenant of the Development pursuant to the Tenant Selection Covenants set forth in Section 2.2 herein, and by at least one of the following methods as appropriate to the proposed tenant:

(A) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.

(B) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(C) obtain an income verification certification from the employer of the person.

(D) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(E) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Developer.

2.4 Affordable Rent.

(a) Maximum Monthly Rent. The maximum monthly rent chargeable for the HOME Units shall be annually determined by City in accordance with Section 92.252 of the HOME Regulations and the Tax Credit Rules, as applicable, pursuant to the following formulas:

(i) The Affordable Rent for the Housing Units to be rented to 50% AMI Very Low Income Households shall not exceed the *lesser* of: (A) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of AMI for Riverside County as determined and published by TCAC

for a family of a size appropriate for the unit pursuant to the Tax Credit Rules or (B) the applicable Low HOME rent amount pursuant to the HOME Regulations.

For purposes of this Agreement, "Affordable Rent" means the total of monthly payments for (a) use and occupancy of each Housing Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, or cable TV or internet services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

(b) Rent Schedule and Utility Allowance. City will review and approve the Affordable Rents proposed by Developer for all of the HOME Units together with the monthly allowances proposed by Developer for utilities and services to be paid by the tenant. Developer must annually reexamine the income of each tenant household living in the Housing Units annually in accordance with Sections 2.3 and 3.8 herein. The maximum monthly rent must be recalculated by Developer and reviewed and approved by City annually, and may change as changes in the applicable gross Rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in Rents for the HOME Units is subject to the provisions of outstanding leases. Developer must provide all tenants not less than 30 days prior to written notice before implementing any increase in Rents.

(c) Increases in Tenant Income. A tenant who qualifies as a 50% AMI Very Low Income Household prior to occupancy of a HOME Unit in compliance with this Agreement shall be deemed to continue to be so qualified until such time as the annual re-verification of such tenant's income demonstrates that such tenant no longer qualifies as a 50% AMI Very Low Income Household, as applicable. A tenant occupying a HOME Unit whose income increases, causing that tenant household to cease to be income qualified in the same category shall, if that tenant household continues to qualify in a higher income category provided for under this Agreement, be deemed to so qualify and the HOME Unit occupied by such tenant household shall be counted towards Developer's obligation to provide a HOME Unit for households in such income category. The HOME Units shall be "floating units" as defined in the HOME Regulations, such that the location of the HOME Units designated for each income category as well as the HOME Units designated as HOME Units may change within the Development provided that the next available HOME Unit containing the appropriate number of bedrooms shall be used to replace any HOME Units re-designated due to an increase in tenant income, such that to the extent reasonably practicable, the Development shall continuously comply with the unit mix set forth in Section 2.2(b)(ii). In no event shall the HOME Units designated as HOME Units also be designated as Units receiving Project Based Section 8 assistance. A tenant household whose income increases such that such tenant household ceases to be income qualified to occupy any HOME Unit at the Development, may continue to occupy his HOME Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of thirty percent (30%) of the household's adjusted monthly income, recertified annually, or the market rent applicable to the HOME Unit as published by HUD.

(d) Most Restrictive Affordable Rent Covenants Govern. To the extent of an inconsistency between or among the foregoing covenants relating to Affordable Rent and other

covenants or agreements applicable to the Development, the most restrictive covenants or agreement regarding the Affordable Rent for the Housing Units in the Development shall prevail.

2.5. Tenant Protections.

(a) Lease. Developer shall execute or cause to be executed a written lease in a form approved in writing by City (other than immaterial modifications thereto) which complies with the applicable HOME Regulations, the Redevelopment Law, and all Federal Program Limitations, with each tenant household identifying by name all permitted occupants, both adults and minors, occupying each Unit. The lease between tenants occupying the Housing Units and Developer must be for not less than one year, unless by mutual agreement between the tenant and Developer.

(b) Prohibited Lease Terms. The lease for HOME Units may not contain any of the following provisions:

(i) *Agreement to be Sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Developer in a lawsuit brought in connection with the lease;

(ii) *Treatment of Site.* Agreement by tenant that Developer may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. Developer may dispose of this personal property in accordance with state law;

(iii) *Excusing Developer From Responsibility.* Agreement by the tenant not to hold Developer or Developer's agents legally responsible for any action or failure to act, whether intentional or negligent;

(iv) *Waiver of Notice.* Agreement of the tenant that Developer may institute a lawsuit without notice to the tenant;

(v) *Waiver of Legal Proceedings.* Agreement by the tenant that Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(vi) *Waiver of a Jury Trial.* Agreement by the tenant to waive any right to a trial by jury;

(vii) *Waiver of Right to Appeal Court Decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(viii) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

(c) Termination of Tenancy. Developer may not terminate the tenancy or refuse to renew the lease of a tenant of a HOME Unit within the Development except for failure to pay rent, serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by Developer's service upon the tenant of a written notice specifying the grounds for the action.

(d) Tenant Selection. Developer shall not refuse to rent a Unit in the Development to a holder of a Rental Voucher or a Rental Certificate or comparable document evidencing participation in the Section 8 Program or a HOME tenant-based assistance program solely on the basis of such participation, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria. Developer must adopt written tenant selection policies and criteria reasonably approved by City that:

(i) Are consistent with the purpose of providing housing for 50% AMI Very Low Income Households;

(ii) Are reasonably related to HOME Program eligibility (if applicable), eligibility under the Redevelopment Law (if applicable), and the applicants' ability to perform the obligations of the lease;

(iii) Give reasonable consideration to the housing needs of senior citizens that would have a federal preference under 42 U.S.C. § 12744 of the Cranston-Gonzalez National Affordable Housing Act of 1992 and

(iv) Provide for the prompt written notification to any rejected applicant of the grounds for any rejection.

2.6. Compliance with Use and Occupancy Laws. Developer agrees that for each lease, Developer shall comply with all applicable State and local laws, statutes, ordinances, rules and regulations, which in any way restrict the use and occupancy and resale of the Site, including the HOME Program, HOME Regulations, Redevelopment Law and Federal Program Limitations. Notwithstanding the foregoing, Developer shall not permit a Housing Unit to be occupied by a greater number of persons than permitted by the occupancy limits set forth in the Housing Quality Standards (HQS) in 24 CFR 982.401 published by HUD.

2.7. Nondiscrimination. Except to the extent preferences are permitted or required by this Agreement, all of the Units shall be available for occupancy on a continual basis to members of the general public who are income eligible in accordance with Article 2 hereof. There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site. The foregoing covenants against discrimination shall run with the land. All

deeds, leases or contracts made or entered into by Developer as to the Units or the Site or portion thereof, shall contain covenants concerning discrimination as prescribed by the City Agreement.

ARTICLE 3

OPERATION AND MANAGEMENT OF THE DEVELOPMENT

3.1. Compliance with City Agreement. Developer shall comply with all the terms and provisions of the City Agreement.

3.2. Taxes and Impositions. After Developer's acquisition of the Site, Developer shall be responsible to and shall pay, prior to delinquency, all of the following (collectively, the "Impositions"): (i) all general and special real property taxes and assessments imposed on the Site; and (ii) all other taxes and assessments and charges of every kind that are assessed upon the Site and that create or may create a lien upon the Site (or upon any personal property or fixtures used in connection with the Site), including non governmental levies and assessments pursuant to applicable covenants, conditions or restrictions. If permitted by law, Developer may pay any Imposition in installments (together with any accrued interest).

(a) Right to Contest. Developer shall not be required to pay any Imposition so long as (a) the validity of such Imposition is being actively contested in good faith and by appropriate proceedings, and (b) either (i) Developer has demonstrated to City's reasonable satisfaction that leaving such Imposition unpaid pending the outcome of such proceedings could not result in conveyance of any parcel in satisfaction of such Imposition or otherwise impair City's interests under the Development Documents, or (ii) Developer has furnished City with a bond or other security satisfactory to City in an amount not less than 120% of the applicable claim (including interest and penalties).

(b) Evidence of Payment. Upon demand by the City Manager from time to time, Developer shall deliver to the City Manager within thirty (30) days following the due date of any Imposition, evidence of payment of said Imposition reasonably satisfactory to the City Manager, unless Developer is contesting the imposition in conformity with Section 3.2(a). In addition, upon demand by City from time to time, Developer shall furnish to City a tax reporting service for the Site of a type and duration, and with a company, reasonably satisfactory to City.

3.3 Management of the Development.

(a) Property Manager. Developer shall cause the Development, and all appurtenances thereto that are a part of the Development, to be managed in a prudent and business-like manner, consistent with property management standards for other comparable high quality, well-managed rental housing projects in Riverside County, California. Developer shall contract with a property management company or property manager to operate and maintain the Development in accordance with the terms of this Section ("Property Manager"); provided, however, the selection and hiring of the Property Manager (and each successor or assignee Property Manager) is and shall be subject to prior written approval of City Manager in his sole and reasonable discretion. The Property Manager shall not be an Affiliate of Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, delayed or conditioned. Developer shall conduct due diligence and background evaluation of any potential outside property manager or

property management company to evaluate experience, references, credit worthiness, and related qualifications as a property manager. Any proposed property manager shall have prior experience with rental housing projects and properties comparable to the Development and the references and credit record of such manager/company shall be investigated (or caused to be investigated) by Developer prior to submitting the name and qualifications of such proposed property manager to the City Manager for review and approval. A complete and true copy of the results of such background evaluation shall be provided to the City Manager. Approval of a Property Manager by City Manager shall not be unreasonably delayed but shall be in his sole and reasonable discretion, and City Manager shall use good faith efforts to respond as promptly as practicable in order to facilitate effective and ongoing management of the Development. Furthermore, the identity and retention of any approved Property Manager shall not be changed without the prior written approval of the City Manager, which approval shall not be unreasonably withheld or delayed, but shall be in his sole and reasonable discretion. The selection by Developer of any new Property Manager also shall be subject to the foregoing requirements. The fee to be paid to the Property Manager shall not exceed six percent (6%) of scheduled gross income.

(b) Management Plan. Prior to and as a Condition Precedent of the initial or any subsequent disbursement of the City Loan proceeds, Developer shall prepare and submit to the City Manager for review and approval an updated and supplemented management plan which includes a detailed plan and strategy for long term operation, maintenance, repair, security, social/supportive services for, and marketing of the Development, method of selection of tenants, rules and regulations for tenants, and other rental and operational policies for the Development ("Management Plan"). City Manager approval of the Management Plan shall not be unreasonably withheld or delayed. Subsequent to approval of the Management Plan by the City Manager the ongoing management and operation of the Development shall be in compliance with the approved Management Plan. Developer and Property Manager may from time to time submit to the City Manager proposed amendments to the Management Plan, which are also subject to the prior written approval of the City Manager.

(i) Gross Mismanagement. In the event of "Gross Mismanagement" (as that term is defined below) of the Development or any part of the Development, City Manager shall have and retain the authority to direct and require any condition(s), acts, or inactions of Gross Mismanagement to cease and/or be corrected immediately, and further to direct and require the immediate removal of the Property Manager and replacement with a new qualified and approved Property Manager, if such condition(s) is/are not ceased and/or corrected after expiration of thirty (30) days from the date of written notice from City Manager. If Developer or Property Manager has commenced to cure such Gross Mismanagement condition(s) on or before the 20th day from the date of written notice (with evidence of such submitted to the City Manager), but has failed to complete such cure by the 30th day, then Developer or Property Manager shall have an additional ten (10) days to complete the cure of such Gross Mismanagement condition(s). In no event shall any condition of Gross Mismanagement continue uncured for a period exceeding forty-five (45) days from date of the initial written notice of such condition(s). If such condition(s) do persist beyond such period City Manager shall have the sole and absolute right to immediately and without further notice to Developer (or to Property Manager or any other person/entity) replace the Property Manager with a new property manager of the City Manager's selection at the sole cost and expense of Developer. If Developer takes steps to select a new Property Manager that selection is subject to the requirements set forth above for selection of a Property Manager.

(A) For purposes of this Agreement, the term "Gross Mismanagement" means management of the Development (or any part of the Development) in a manner which violates the terms and/or intention of this Agreement to operate a high quality, affordable rental housing complex comparable to other similar complexes in Riverside County, California, and shall include, but is not limited to, any one or more of the following:

(1) Knowingly leasing to tenants who exceed the prescribed income levels;

(2) Knowingly allowing the tenants to exceed the prescribed occupancy levels without taking immediate action to stop such overcrowding;

(3) Underfunding required reserve accounts, unless funds are not reasonably available to deposit in such accounts;

(4) Failing to timely maintain the Development in accordance with the Management Plan and the manner prescribed herein;

(5) Failing to submit timely and/or adequate annual reports to City as required herein;

(6) Fraud or embezzlement of Development funds, including without limitation funds in the reserve accounts;

(7) Failing to reasonably cooperate with the Moreno Valley Police Department or other local law enforcement agency(ies) with jurisdiction over the Development, in maintaining a crime-free environment within the Development;

(8) Failing to reasonably cooperate with the Moreno Valley Fire Department or other local public safety agency(ies) with jurisdiction over the Development, in maintaining a safe environment within the Development;

(9) Failing to reasonably cooperate with the Moreno Valley Planning & Building Department, including the Code Enforcement Division, or other local health and safety enforcement agency(ies) with jurisdiction over the Development, in maintaining a safe environment within the Development; and

(10) Spending funds from the Capital Replacement Reserve account(s) for items that are not defined as capital costs under the standards imposed by generally accepted accounting principles (GAAP) (and/or, as applicable, generally accepted auditing principles.)

(ii) Notwithstanding the requirements of the Property Manager to correct any condition of Gross Mismanagement as described above, Developer is obligated and shall use commercially reasonable efforts to correct any defects in property management or operations at the earliest feasible time and, if necessary, to replace the Property Manager as provided above. Developer shall include advisement and provisions of the foregoing requirements and requirements of this Agreement within any contract between Developer and its Property Manager.

(b) Marketing. Developer shall comply with an affirmative marketing plan reasonably approved by City, including methods for informing the public and potential tenants about the federal fair housing laws, procedures to inform and solicit applications from persons in the housing market area not likely to apply for tenancy at the Units without special outreach and recordkeeping methods that will permit City to evaluate the actions taken by Developer (or Property Manager) to affirmatively market the Units at the Development. Specific procedures for marketing and releasing Units shall be set forth in the Management Plan and shall include:

(i) Posting advertisements and notices of the availability of the Unit(s) in local newspapers and other publications. Such advertisements and notices shall include a description of the age and income requirements applicable to the Unit(s).

(ii) Posting advertisements and notices of the vacancy(ies) at local religious institutions, community centers, public buildings such as post-offices and City Hall, and the Garden Grove Senior Center.

(iii) Posting advertisements and notices of the vacancy(ies) anywhere Developer believes tenant households eligible for occupancy in the Units at the Development are likely to become informed.

3.4 Code Enforcement. Developer acknowledges and agrees that City and City's employees and authorized agents shall have the right to conduct code compliance and/or code enforcement inspections of the Development and the individual units, both exterior and interior, at reasonable times during normal business hours and upon reasonable notice (not less than 72 hours prior notice) to Developer and/or an individual tenant. If such notice is provided by City representative(s) to Developer, then Developer (or its Property Manager) shall immediately and directly advise tenant of such upcoming inspection and cause access to the area(s) and/or units on the Development to be made available and open for inspection. Developer shall include express advisement of such inspection rights within the approved lease/rental agreements for each Unit in the Development in order for each and every tenant and tenant household to be aware of this inspection right.

3.5 Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in the Redevelopment Law and the HOME Program, including Section 92.508 (or successor regulation) of the HOME Regulations and Section 33418 of the Redevelopment Law, and shall annually complete and submit to City a Certification of Continuing Program Compliance substantially in the form of Attachment No. 2 to the City Agreement, or other form provided by City Manager. Developer agrees to maintain records in a businesslike manner, to make such records available to City upon seventy-two (72) hours' notice, and to maintain such records for the entire Affordability Period.

3.6 Right of Entry for Inspection. Representatives of City shall be entitled to enter the Site during normal business hours, upon at least seventy-two (72) hours notice, to monitor compliance with the Agreement (including the terms and conditions of Section 3.8 above), to inspect the records of the Development with respect to the Units, and to conduct an independent audit of such records. Developer agrees to reasonably cooperate with City in making the Site and records relating to the Development available for such inspection. If for any reason City is unable to obtain Developer's consent to such an inspection, Developer understands and agrees that City may obtain at

Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Site.

ARTICLE 4

OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

4.1. Maintenance by Developer. Developer shall, at its sole cost and expense, maintain and repair the Site keeping the same in good condition and making all repairs as they may be required by the Agreement and by all applicable City Municipal Code and Uniform Building Code provisions and the federal Housing Quality Standards set forth in 24 CFR Section 982.401.

4.2. Maintenance and Replacement. Developer shall maintain the Site in good repair and working order, and in a safe, decent and sanitary condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements in order to keep the Site in a safe, decent and sanitary condition. Developer shall manage and maintain the Development in accordance with all applicable HUD housing quality standards and local code requirements, including any regulations concerning marketing, operation, maintenance, repair, security, rental policy and method of selection of tenants.

4.3. Interior Maintenance. Developer shall maintain the interior of buildings, including carpet, drapes and paint, in habitable condition and shall clean each Unit between tenancies.

4.4. Landscaping. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped and maintained in good condition in accordance with the City Municipal Code.

ARTICLE 5

MISCELLANEOUS DEVELOPMENT REQUIREMENTS

Developer must carry out each activity in connection with the Development in conformance with the City Agreement, this Agreement and, to the extent applicable, with the HOME Program, HOME Regulations, Federal Program Limitations, and the Redevelopment Law. Applicable federal laws and regulations include, without limitation, as follows:

5.1 Qualification as Affordable Housing. As to the HOME Units only, Developer shall use, manage and operate the Housing Units in accordance with the requirements of 24 CFR 92.252 so as to qualify the housing on the Site as Affordable Housing.

5.2 Tenant and Participant Protections. As to the HOME Units only, Developer shall comply with the requirements of 24 CFR 92.253.

5.3 Handicapped Accessibility. Developer shall comply with (a) Section 504 of the Rehabilitation Act of 1973, and implementing regulations at 24 CFR 8C governing accessibility of projects assisted under the HOME Program; and (b) the Americans with Disabilities Act of 1990, and implementing regulations at 28 CFR Parts 35 and 36 in order to provide handicapped accessibility to the extent readily achievable.

5.4 Use of Debarred, Suspended, or Ineligible Participants. Developer shall comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.

5.5 Maintenance of Drug-Free Workplace. Developer shall certify that Developer will provide a drug-free workplace in accordance with 24 CFR Part 24.

5.6 Lead-Based Paint.

(a) City, as a recipient of federal funds, has modified and conformed all of its federally funded housing programs to Lead-Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. §4800, *et seq.*, specifically §§4821-4846, and the implementing regulations thereto, which are aimed to take advantage of Rehabilitation events as a cost-effective opportunity to reduce lead based paint and lead based paint hazards (LBP) in existing housing.

(i) The implementing regulations to Title X are set forth in 24 CFR Part 35 (LBP Regs) were adopted by HUD on September 15, 1999 and are now effective for compliance by all recipients and sub-recipients of federal funds. Subpart J of the LBP Regs focuses on the requirements for programs that provide assistance for housing rehabilitation, such as this Development. In this regard, Developer shall comply with the requirements, as and to the extent applicable, of Title X and the implementing LBP Regs for the Development.

(ii) The Improvements shall be undertaken and completed by qualified contractor(s) selected by Developer and, if applicable, meeting the requirements of the LBP Regs. All work relating to LBP and LBP hazards and the reduction and clearance thereof shall be undertaken using safe work practices and shall be conducted by qualified contractor(s) and inspectors(s) meeting the requirements of the LBP Regs. Under the LBP Regs treatment and clearance shall be conducted by separate contractors. All treatment and clearance using safe work practices of LBP and LBP hazards at the Site shall be completed first and prior to construction of the Improvements.

5.7 Affirmative Marketing. Developer must adopt and implement affirmative marketing procedures and requirements at the Site in accordance with Section 92.351 of the HOME Regulations.

5.8 Equal Opportunity and Fair Housing. Developer shall carry out the work for the Development and perform its obligations under the City Agreement and this Agreement in compliance with all of the federal laws and regulations regarding equal opportunity and fair housing described in 24 CFR 92.350.

5.9 Housing Quality Standards. Developer shall cause the Site to meet the Federal Housing Quality Standards set forth in 24 CFR 982.401, the Moreno Valley Municipal Code, and all applicable codes and ordinances, including zoning ordinances. Developer shall also cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

5.10 Displacement and Relocation. Developer acknowledges and agrees that, pursuant to federal and state requirements and consistent with the other goals and objectives of that part and pursuant to the adopted relocation plan, City must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of development of the Improvements. Developer agrees to cooperate with City in meeting all federal and state requirements and shall take all actions and measures reasonably required by City Manager (or his duly authorized representative) in connection therewith.

5.11 Other Program Requirements. As to the HOME Units only, Developer shall carry out each activity in compliance with all federal laws and regulations described in subpart H of 24 CFR 92, except that Developer does not assume City's responsibilities for environmental review in 24 CFR 92.352 or the intergovernmental review process in 24 CFR 92.357.

5.12 Requests for Disbursements of Funds. Notwithstanding anything contained in the City Agreement to the contrary, Developer may not request disbursements of funds thereunder or hereunder until the funds are needed for payment of eligible construction costs.

5.13 Eligible Costs. Developer shall only use HOME Program funds to pay costs defined as "eligible costs" pursuant to 24 CFR 92.206.

5.14 Records and Reports. Developer shall maintain and from time to time submit to City such records, reports and information as City Manager (or his duly authorized representative) may reasonably require in order to permit City to meet the recordkeeping and reporting requirements required of them pursuant to 24 CFR 92.508.

5.15 Conflict of Interest. Developer shall comply with and be bound by the conflict of interest provisions set forth at 24 CFR 570.611.

5.16 Other HOME Program Requirements. Developer shall comply with all other applicable requirements of the HOME Program.

5.17 Conflicts Between Requirements of the HOME Program and the Redevelopment Law. If and to the extent applicable for any source of federal revenue expended to implement the Development and in the event of any conflict or inconsistency between applicable Federal Program Limitations and/or the Redevelopment Law, then the more stringent requirement(s) shall control.

5.18 Flood insurance. Under the Flood Disaster Protection Act of 1973, HOME Program funds may not be used with respect to the acquisition or Rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a) The community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and

(b) Flood insurance is obtained as a condition of approval of the commitment.

5.19 Energy Conservation Standards. As applicable to the Development, Developer shall cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

ARTICLE 6

COVENANTS

6.1. Affordability Period. The provisions of this Agreement shall apply to the Site, even if the City Loan is paid in full, until the date which is fifty-eight (58) years after recording of the Agency Participant CC&Rs and this Agreement. This Agreement shall bind any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, with or without the approval of City, except as expressly released by City. City has made the City Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.2. Covenants to Run With the Land. City and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Site. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless City expressly releases such conveyed portion of the Site from the requirements of the Agreement.

6.3. Transfers; General Prohibition of Transfer without City Consent. The qualifications and identity of Developer as the qualified Developer and as an experienced and successful developer and operator/manager of affordable housing are of particular concern to City. It is because of these identities and the qualifications of each of the partners that comprise the Developer entity that City has entered into the City Agreement and this Agreement with Developer. Accordingly, commencing upon the execution of this Agreement and continuing through and including the final payment on the City Loan Note or the end of the Affordability Period, whichever occurs later, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the City Agreement or this Agreement, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the Site, or any part thereof, or the City Agreement or this Agreement (collectively referred to herein as a "Transfer") without the prior written approval of City, except as expressly set forth herein, which approval shall not be unreasonably withheld or delayed.

(a) Permitted Transfers. Notwithstanding the provisions of this Agreement or any other Project Document prohibiting transfer of any interest in Developer, the Site, the Development, the City Agreement, this Agreement or any of the other Project Documents, City approval of a Transfer shall not be required in connection with any of the following:

(i) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the Improvements (as defined herein).

(ii) An assignment for financing purposes to secure the funds necessary for the acquisition of the Site and construction of the Improvements or the refinancing thereof, so long as such construction and/or permanent loan documents have been duly reviewed and approved by City and City has approved such financing or refinancing pursuant to this Agreement.

(iii) Leasing of individual Units to qualified tenants in accordance with Section 5.2.5 of the City Agreement and Section 2.2 of this Agreement.

(iv) The transfer of or all or any part of the Site or the Development, or assignment of any Project Document to an entity permitted under the City Agreement.

(v) The substitution of the general partner of Developer (the "General Partner") as directed by the limited partner of Developer that is the tax credit equity investor (the "Investor Limited Partner") in accordance with the terms of the Partnership Agreement, subject to the following terms and conditions. Such Investor Limited Partner may substitute an affiliate (the "Interim General Partner") on an interim basis for a period reasonably calculated to identify and admit into the partnership a new general partner as set forth below (the "Substitute General Partner"). The Interim General Partner is hereby approved by the City. The Substitute General Partner must be an entity reasonably acceptable to the City Manager, which approval shall not be unreasonably withheld or delayed.

(vi) The pledge by the General Partner of Developer to the Investor Limited Partner of the General Partner's interest in Developer, as security for the performance of all of the General Partner's obligations under the Partnership Agreement.

(vii) The pledge by the General Partner of Developer to Lender of the General Partner 's interest in Developer, as security for the performance of all of Developer's obligations under the Primary Loan (or any approved refinancing thereof).

(viii) The pledge by the Investor Limited Partner to Lender of the Investor Limited Partner's interest in Developer, as security for the performance of all of the Developer's obligations under the Primary Loan (or any approved refinancing thereof).

(ix) The sale, transfer or pledge of any limited partnership interest or non-managing member's interest in Developer or of any partnership or membership interest in the Limited Partner.

(xi) Any dilution of the General Partner's interest in Developer in accordance with the Partnership Agreement.

In the event of a Transfer by Developer not requiring City's prior approval, Developer nevertheless agrees that at least fifteen (15) days prior to such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee will and shall assume all of the obligations of this Agreement and the City Agreement in writing through an assignment and assumption agreement in a form reasonably acceptable to City. The form of each assignment and assumption agreement shall be submitted to City for review and approval by City's legal counsel not later than fifteen (15) days prior to the proposed date of the Transfer.

(b) City Consideration of Requested Transfer. City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of a Transfer made pursuant to this Section 6.3, *et seq.*, provided Developer delivers written notice to City requesting such approval and includes the proposed assignment and assumption contract and, if required by City, all necessary and relevant background and experience information related to the proposed transferee.

An assignment and assumption agreement in form satisfactory to City's legal counsel shall be required for each proposed Transfer. Within fifteen (15) days after the receipt of Developer's written notice requesting City approval of a Transfer pursuant to this Section 6.3, *et seq.*, City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to City such further information as may be reasonably requested. Upon the effective date of the approved or permitted Transfer, if an assignment and assumption agreement acceptable to City has been executed and delivered to City, the assignor Developer shall be released by City from any and all obligations assumed by the approved or permitted assignee.

(c) Payment of City Third Party Costs re Proposed Transfer. Any and all third party costs incurred by City in connection with consideration and approval (or disapproval) of a proposed transferee for any Transfer in excess of $500 per request (increased annually by CPI) shall be paid by Developer, and payment thereof shall be and remain a condition precedent to City's obligation to approve and execute any Transfer document, including without limitation any assignment and assumption agreement.

ARTICLE 7

[RESERVED]

ARTICLE 8

ENFORCEMENT AND REMEDIES

8.1. Remedies. In the event of default or breach of any of the terms or conditions of this Agreement by Developer, its heirs, executors, administrators or assigns, City may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance. The provisions of the City Agreement are hereby incorporated herein by this reference as if set forth in full.

8.2. Rights of City. City has the right to enforce all of the provisions of this Agreement. This Agreement does not in any way infringe on the right or duties of City to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings. In addition to the general rights of enforcement, City shall have the right, through City's agents and employees, to enter upon any part of the Site upon seventy-two (72) hours notice and during normal business hours for the purpose of enforcing the California Vehicle Code

and the ordinances and other regulations of City, and for maintenance and/or repair of any or all publicly owned utilities.

8.3. Nuisance. The result of every act or omission whereby there is a material violation by Developer of any of the covenants contained in the Agreement in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by City or Agency or its successors in interest, without derogation of City's rights under law. Developer does not by this Section 8.3 waive any procedural rights under applicable law (including, without limitation, the rights to notice, cure, and appeal, if any).

8.4. No Third Parties Benefited. Except as provided herein as to the Agency, this Agreement is made for the purpose of setting forth rights and obligations of Developer and City, and no other person shall have any rights hereunder or by reason hereof.

8.5. Right of Entry for Maintenance and Repair. City has the right of entry during normal business hours and upon and after reasonable attempts to contact Developer or Property Manager, to effect emergency repairs or maintenance which Developer has failed to perform. Subsequent to sixty (60) days written notice to Developer (or Property Manager) specifically outlining the noncompliance, City shall have the right of entry during normal business hours to enforce compliance with the Agreement which Developer or Property Manager has failed to perform.

8.6. Costs of Repair. The costs borne by City of any such repairs or maintenance emergency and/or non-emergency pursuant to Section 8.5 above, shall become a charge for which Developer shall be responsible; and may, if unpaid, be assessed as a lien against the Site.

8.6. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in the Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

ARTICLE 9

HOLD HARMLESS, INDEMNITY AND INSURANCE

9.1. Hold Harmless and Indemnity. Developer shall, at Developer's expense, defend, indemnify, assume all responsibility for, and save and hold City and the Agency, and their past and present elected officials, officers, employees, attorneys, contractors, elective and appointive boards and commissions, representatives, agents, and volunteers ("Indemnitees") harmless from any and all losses, damages, liabilities, claims, causes of action, judgments, settlements, court costs, demands, defense costs, reasonable attorneys' fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which they may suffer or incur and any liability of any kind or nature arising from or relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons directly or indirectly related to or in connection with the construction of the "Improvements" (as defined in the City Agreement), operation, management, or ownership of the Site, including accidental death (including reasonable attorneys fees and costs), whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall not be

obligated to indemnify the Indemnitees for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of any of the Indemnitees or the breach of any of the Project Documents by any of them. Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Developer shall compromise or settle such action in a way that fully protects the Indemnitees from any liability or obligation. In this regard, Developer's obligation and right to defend shall include the right to hire (subject to reasonable written approval by City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Developer or any other Indemnitees. If Developer defends any such action, as set forth above, (i) to the extent of Developer's indemnification obligations as set forth herein, Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) City shall be entitled to settle any such claim only with the written consent of Developer and any settlement without Developer's consent shall release Developer's obligations under this Section 9.1 with respect to such settled claim. The foregoing agreements by Developer shall remain in effect for the Affordability Period. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

9.2. Developer Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by Developer to City in this Article 9, Developer shall provide insurance according to the requirements set forth below, except to the extent alternative coverages are approved in writing by City's Risk Manager, in his or her sole and absolute discretion. Developer shall maintain the following coverages on behalf of the Indemnitees for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by Developer or anyone directly or indirectly employed or contracted with by Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall cause all requirements of this Section to be obtained and maintained until expiration of the Affordability Period.

(a) Commencement of Work. Developer shall not commence work under this Agreement until all certificates and endorsements have been received and approved by City. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance.

(b) Workers Compensation Insurance. For the duration of this Agreement, Developer and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against City and City's officers, agents, employees, and volunteers, and shall issue an endorsement to the policy evidencing the same.

(c) Insurance Amounts. Developer shall maintain the following insurance until expiration of the Affordability Period:

(i) workers' compensation insurance and (in addition to such insurance as is described below, additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(ii) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(iii) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(iv) public liability insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(v) property damage insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (ii) and (iii) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as an additional insured and loss payee. City shall be an additional insured in the policies required under subparagraphs (iv) and (v). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars ($10,000.00) unless approved in writing by the City Manager. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide—Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

(d) Primary Insurance. For any claims related to this Agreement, Developer's insurance coverage shall be primary insurance as respects City, Agency and their officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, Agency and their officers, officials, employees, agents, or volunteers shall be in excess of the Developer's insurance and shall not contribute with it.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Developer. Developer agrees to the following provisions regarding all insurance provided by Developer for the Development:

(i) Developer agrees to provide insurance in accordance with the requirements set forth herein. If Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

(ii) The coverage required here will be renewed annually by Developer as long as Developer continues to provide any services under this or any other contract or agreement with City during the Affordability Period.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Developer, or Developer's employees, or agents, from waiving the right of subrogation prior to a loss. Developer waives its right of subrogation against City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of Developer under this Agreement. Developer is and shall at all times be considered an independent contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to City and its employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by Developer and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

(vii) Any "self-insured retention" must be declared and approved by City. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Developer has such a program, Developer must fully disclose such program to City.

(viii) Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Developer's insurance agent to this effect is

acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of the coverages.

(ix) Developer agrees to provide evidence of the insurance required herein, satisfactory to City Manager and the City's Risk Manager, consisting of: certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Developer's general liability policy presented to and reviewed and approved by the City's Risk Manager in his or her sole, reasonable discretion. Developer agrees, upon request by City Manager or City Risk Manager, to provide complete, certified copies of any policies required by this Section, within ten (10) days of such request. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard. Future insurance requirements will remain the same as long as the loss experience remains insignificant.

(x) Certificate(s) must reflect that the insurer will provide thirty (30) days notice to City of any cancellation of coverage. Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording which denies an obligation of the insurer to provide such notice or which states that failure of the insurer to mail written notice of cancellation imposes no liability, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance. An endorsement shall be provided for each policy wherein each carrier will give the City thirty (30) days written notice in the event of any material change, cancellation or termination of the respective policy.

(xi) Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by City with minimum liability limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. The Contractor's general liability insurance shall add as additional insureds City, Agency, and Housing Authority and their designee(s), and any and all of their boards, officials, employees and agents using form(s) presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiii) Developer agrees to provide prompt notice to City Manager and City's Risk Manager of any claim or loss against Developer that includes City as a defendant and of any claim or loss arising out of the construction of the Improvements in which the demand or probable ultimate cost exceeds $25,000. City assumes no obligation or liability by such notice, but

City shall have the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

(xiv) The insurance requirements set forth in this Section 9.2 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xv) The requirements in this Section 9.2 supersede all other Sections and provisions of this Agreement to the extent that any other Section or provision conflicts with or impairs the provisions of this Section.

(xvi) For purposes of insurance coverage only, this Agreement will be deemed to have been executed as of the Date of Agreement.

9.3. Knowledge of Claim. If at any time Developer (or its Contractor) becomes aware of a claim or a potential claim related to the Development in which the demand or probably ultimate cost exceeds $25,000, Developer (or its Contractor) shall promptly provide written notice ("Claim Notice") to City which sets forth the nature of the claim or potential claim and the date on which Developer became aware of such claim or potential claim and shall provide City with copies of any documents relating to such claim or potential claim.

9.4. Notice of Change in Coverage. If, at any time, Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated or non-renewed, then Developer (or its Contractor) shall promptly provide City with written notice ("Insurance Notice") of such cancellation, limitation, termination or non-renewal. Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when City has knowledge of (i) the cancellation, limitation, termination or non-renewal of one or more of Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies in accordance with Section 9.3 above, then, in addition to its other rights and remedies pursuant to this Agreement, City shall have the right to suspend City's obligations under this Agreement until such time as Developer (or its Contractor) furnishes, or causes to be furnished to City, duplicate originals or appropriate certificates of insurance for coverages in the amount of not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of City, whichever first occurs.

9.5. Waiver of Subrogation. Developer (and its Contractor) hereby waive all rights to recover against City and Agency (or any officer, employee, agent or representative thereof) for any loss incurred by Developer (or its Contractor) from any cause insured against or required by any Development Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer and its Contractor shall use their best efforts to obtain only policies that permit the foregoing waiver of subrogation.

9.6. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below and to the rights of the Lender, any replacement primary Lender, and Seller, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Developer, Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin

reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Development improvements to substantially the same condition as the Development improvements existed immediately prior to the casualty, if and to the extent the insurance proceeds are available and sufficient to cover the actual cost of repair, replacement, or restoration, and Developer shall complete the same as soon as possible thereafter so that the Development improvements can be occupied in accordance with this Agreement. Subject to force majeure delays as set forth in the City Agreement, in no event shall the repair, replacement, or restoration period exceed two (2) years from the date Developer obtains insurance proceeds unless City Manager, in his reasonable discretion, approves a longer period of time. City shall cooperate with Developer, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Developer may elect not to repair, replace, or restore the Development Improvements by giving notice to City (in which event Developer will be entitled to all insurance proceeds but Developer shall be required to remove all debris from the applicable portion of the Site) or Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City and the other governmental agency or agencies with jurisdiction.

9.7. Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which Developer is not required to (and has not) insured against, or if insurance proceeds are insufficient to rebuild, and subject to the rights of an approved senior lender or any approved replacement primary lender then Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing City with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, Developer shall concurrently repay the full outstanding balance of the City Loan to City and this Agreement shall be automatically terminated. As used in this Section 9.7, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is ten percent (10%) or more of the replacement cost of the improvements comprising the Improvements. In the event Developer does not timely elect to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 9.7, Developer shall be conclusively deemed to have waived its right to repair, replace, or restore the Improvements.

9.8. Non Liability of City. Developer acknowledges and agrees that:

(a) The relationship between Developer and City is and shall remain solely that of borrower and lender, and by this Agreement or any of the other Development Documents, City neither undertakes nor assumes any responsibility to review, inspect, supervise, approve (other than for aesthetics) or inform Developer of any matter in connection with the Development, including matters relating to: (i) the Scope of Development, (ii) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them, or (iii) the progress of the Rehabilitation of the Development and its conformity with the Scope of Development; and Developer shall rely entirely on its own judgment with respect to such matters and acknowledges that any review, inspection, supervision, approval or information supplied to Developer by City in connection with such matters is solely for the protection of City and that neither Developer nor any third party is entitled to rely on it;

(b) Notwithstanding any other provision of any Project Document: (a) City is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind of Developer and City does not intend to ever assume any such status; (b) City's activities in connection with the Site shall not be "outside the scope of the activities of a lender of money" within the meaning of California Civil Code Section 3434, as modified or recodified from time to time, and City does not intend to ever assume any responsibility to any person for the quality or safety of the Site; and (c) City shall not be deemed responsible for or a participant in any acts, omissions or decisions of Developer;

(c) City shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, the Site, whether arising from: (a) any defect in any building, grading, landscaping or other on-site or off-site improvement; (b) any act or omission of Developer or any of Developer's agents, employees, independent contractors, licensees, invitees or volunteers; or (c) any accident on the Site or any fire or other casualty or hazard thereon; and

(d) By accepting or approving anything required to be performed or given to City under the Project Documents, including any certificate, financial statement, survey, appraisal or insurance policy, City shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by City to anyone.

Nothing in this Article 9 shall be construed as limiting in any way the extent to which Developer may be held responsible for payments of damages to persons or property resulting from Developer's performance of the work covered under the City Agreement, the Agency Agreement or this Agreement.

9.9. Reimbursement of City for Enforcement of Project Documents. Developer shall reimburse City within thirty (30) days upon written demand itemizing all costs reasonably incurred by City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Development Documents including the following: (a) City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Development Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which City is indemnified under the Development Documents and defense of any action if City has tendered the defense of such action to Developer and Developer fails to defend any such action. Such reimbursement obligations shall bear interest from the date occurring 10 days after City gives written demand to Developer at the same rate as is provided in the City Note (or if different interest rates are specified therein, the highest non-default interest rate), and shall be secured by the City Deed of Trust. Such reimbursement obligations shall survive the cancellation of the City Note, release and reconveyance of the City Deed of Trust, issuance of a Certificate of Completion for the Improvements, and termination of this Agreement.

ARTICLE 10

ASSIGNMENT OF AGREEMENT

This Agreement shall be binding upon Developer, its executors, administrators and assigns and all persons claiming under or through Developer. Wherever this Agreement employs the term "Developer," it shall be deemed to include Developer, its executors, administrators and assigns and all persons claiming under or through Developer. Except for Permitted Transfers, Developer shall not voluntarily assign any of its rights or obligations under this Agreement without the prior written consent of City and any purported assignment made without said consent shall be null and void for all purposes.

ARTICLE 11

RECORDATION

Developer agrees that this Agreement and any amendment or cancellation hereof shall be recorded in the official records of Riverside County by Developer within ten (10) days after the effective date of this Agreement and within ten (10) days after any amendment or cancellation hereof. Developer agrees to provide City with two copies of the recorded Agreement (or any amendment) within five (5) days of the recording date.

ARTICLE 12

NOTICE

Written notice, demands and communications between City and Developer shall be deemed sufficient if dispatched by personal delivery, overnight delivery by a reputable courier service, registered or certified mail, postage prepaid, return receipt requested to the principal offices of City and Developer, the addresses of which are hereinafter set forth. Such written notices, demands and communications may be sent in the manner prescribed to each other's addresses as either party may, from time to time, designate by mail, or the same may be delivered in person to representatives of either party upon such premises. Said addresses are as follows:

If to Developer: MV Hemlock Limited Partnership
Attention: James Jernigan
5051 Canyon Crest Drive, Suite 104
Riverside, California 92507

with copy to: Goldfarb & Lipman, LLP
Attention: Robert C. Mills
1300 Clay Street, 11th Floor
Oakland, California 94612

If to City: City of Moreno Valley
14177 Frederick Street
P. O. Box 8805
Moreno Valley, California 92552-0805
Attn: City Manager

With copies to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6422
Attn: Mark J. Huebsch

Notices herein shall be deemed given as of the date of personal service or three (3) consecutive calendar days after deposit of the same in the custody of the United States Postal Service.

ARTICLE 13

WAIVER

Failure by a party to insist upon the strict performance of any of the provisions of the Agreement by the other party or the failure by the party to exercise its rights under or upon a default by the other party herein shall not constitute a waiver of such party's right to demand strict compliance from such other party in the future.

ARTICLE 14

SUBORDINATION

In connection with City's review of Developer's financing pursuant to the provisions of this Agreement and the City Agreement and in the event City (through and by this delegation to the City Manager) finds that an economically feasible method of financing for the construction and operation of the Development, without the subordination of the affordable housing covenants as may be set forth in this Agreement, is not reasonably available, City Manager shall have the authority to enter into a subordination agreement which makes the affordable housing covenants set forth in this Agreement junior and subordinate to the deeds of trust and other documents required in connection with the Primary Loan and other construction and permanent financing for the Development approved pursuant to this Agreement. Developer shall make best efforts to ensure that any subordination agreement(s) required hereunder contain written commitments which City Manager finds are reasonably designed to protect City's investment in the Development in the event of default, including: (a) a right of City to assume such financing including any senior mortgage or deed of trust upon the same terms applicable to Developer pursuant to the loan documents, and (b) right of City to cure a default on such senior loan prior to foreclosure, (c) a right of City to negotiate with the lender after notice of default from the lender and prior to foreclosure, (d) an agreement that if prior to foreclosure of the senior loan, City takes possession of the Property and cures the default on the senior loan, the lender will not exercise any right it may have to accelerate the senior loan by reason of the transfer of title to City, and (e) a right of City to acquire the Site from Developer at any time after a material default on the senior loan. City will reasonably consider a reaffirmation of the original subordination to the Primary Loan upon modification, refinancing, or new financing; provided, however, the reaffirmation shall be evidenced by an agreement in a form reasonably

acceptable to City and City's legal counsel. If and to the extent any reaffirmation, new or amended subordination, any estoppel certificates, or similar documents are requested and/or necessary, Developer expressly acknowledges and agrees that any and all third party cost incurred or to be incurred by City in excess of $500 per request (increased annually by CPI), including for example attorney fees or other consultant's costs, are and shall be the sole financial responsibility of Developer (or its Lender or other third party, but in no event City). City has no obligation to commence work on such additional work relating to subordination or reaffirmation of subordination without a deposit of the estimated third party costs which City may draw upon to pay such third party costs. Pursuant to the applicable subordination agreement, any party and its successors and assigns, receiving title to the Site through a trustee's sale, judicial foreclosure sale, or deed in lieu of foreclosure of such senior deed of trust or mortgage, including a deed of trust or mortgage which is given in connection with such refinancing, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Agreement.

ARTICLE 15

SEVERABILITY

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

ARTICLE 16

CAPTION AND PRONOUNS

The captions and headings of the various Articles and Sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

ARTICLE 17

ATTORNEYS' FEES

In any action to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees and expert witness fees.

ARTICLE 18

MODIFICATION OF AGREEMENT

This Agreement may be modified or amended by mutual consent of the parties, provided that all amendments are in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be executed as of the day and year first above written.

Developer:

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____

By: James M. Jernigan,
Its: President

[Signatures continue on following page.]

[Signatures continue from previous page.]

CITY:

CITY OF MORENO VALLEY,
a California municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

EXHIBIT "A" TO ATTACHMENT NO. 11

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 2

CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE

_____, a duly authorized officer of and on behalf of **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Owner/Operator"), hereby represents and warrants that:

1. He/she has read and is thoroughly familiar with the provisions of the **Affordable Housing Agreement (HOME)** ("Agreement") by and between the **City of Moreno Valley** ("City") and **Owner/Operator** of which this certification is an attachment. Capitalized terms not defined herein shall have the respective meanings established therefor in the Agreement.

2. As of the date of this certification, each Home Unit on the Site (i) is currently occupied by tenants qualifying as 50% AMI Very Low Income Households at an Affordable Rent (as such terms are defined in the Agreement); or (ii) is currently vacant and being held available for occupancy by such tenants in accordance with the Agreement and have been so held continuously since the date the previous qualifying tenant vacated such Housing Unit, as indicated: [**describe number of vacant Housing Units and length of time each such Housing Unit has remained vacant**]; or (iii) is occupied by qualifying tenants whose incomes have increased above such qualifications in accordance with the terms and conditions of Section ____ of the HOME Covenants.

3. The unit size, the rental amount charged and collected by Owner/Operator, the number of occupants and the income of the occupants for the HOME Units is set forth below: [**Add attachment if needed]**

This affidavit is made with the knowledge that it will be relied upon by City to determine compliance with the Agreement. Owner/Operator warrants that all information set forth in this document is true, correct and complete and based upon information Owner/Operator deems reliable and based upon such investigation as Owner/Operator deemed necessary.

Owner/Operator acknowledges that Owner/Operator has been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of the City Agreement and may entitle City to initiate and pursue all applicable legal and equitable remedies with respect such City Agreement.

[CONTINUED ON NEXT PAGE]

Owner/Operator does hereby swear under penalty of perjury that the foregoing statements are true and correct and that this certificate was executed on _____, 20__ at Moreno Valley, California.

"OWNER/OPERATOR"

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____
By: James M. Jernigan,
Its: President

ATTACHMENT NO. 3

PARTICIPANT CERTIFICATE TO CITY

_____, 201_ (the "Date of Certificate")

City of Moreno Valley
Attention: City Manager
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement (HOME) by and between the City of Moreno Valley (the "City") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of June 21, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the City, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, the Affordability Restriction Notice, the HOME Agreement, the City Deed of Trust and additional instruments, if any, required by the Agreement to be recorded have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and City has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 4% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to City a lender's ALTA policy of insurance for the City Deed of Trust (for the amount of the City HOME Amount) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. The HOME Agreement has been executed and remains in full force and effect.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agency Agreement and the HOME Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the City from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remakes to City each and every representation and/or warranty made to City under the Agreement.

Participant executes this Participant Certificate to City for the benefit and protection of the City with full knowledge that the City is relying on this Participant Certificate to City in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate to City as of the date first written above.

PARTICIPANT

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 4

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: City Manager	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY Exempt from recording fees pursuant to Government Code § 6103.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 201___, in Book _____, Page _____, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: City Manager.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
City Manager

DOCSOC/1494358v5/022810-0002

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 5

CITY NOTE

PROMISSORY NOTE

$1,200,000 _____, 2011
Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Maker" or "Participant"), having its principal place of business at 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, promises to pay to the order of the **CITY OF MORENO VALLEY**, a municipal corporation ("Payee" or "City"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of One Million Two Hundred Thousand Dollars ($1,200,000), together with interest on the unpaid principal amount of this Promissory Note ("Note" or "City Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the City. This Note is being delivered pursuant to the Affordable Housing Agreement (HOME) dated as of June 21, 2011, between Maker and Payee (the "City Agreement"). The loan evidenced by this Note shall be governed by such provisions of the City including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the City Agreement except as otherwise expressly set forth herein.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2013 and continuing until July 1, 2066 (the "Maturity Date") unless sooner satisfied. This Promissory Note shall be payable from the City Allocable Percentage (namely, eight percent [8%]) of Residual Receipts; payments shall be in *pari passu* with payments of forty-two percent (42%) of Residual Receipts to the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic (the "Agency"). Payments to the City may, at the option of Payee, be accelerated and shall be due and payable hereunder in the event of the occurrence of any default under the City Agreement, that certain agreement entitled "Affordable Housing Agreement" by and between the Agency and the Participant, dated as of June 21, 2011 (the "Agency Agreement"), the City Deed of Trust (as defined below), the Agency Note, the Agency Deed of Trust, the City Covenants, the HOME Covenants or the Agency Participant CC&Rs.

Except in the event of a transfer of Participant's interest in the Site (or the Improvements) contrary to the provisions of the City Agreement or the Agency Agreement, the Maker's payments to City hereunder shall not be deemed in default hereunder so long as Maker makes payments to the City of the City Allocable Percentage of Residual Receipts, if any, for the corresponding Operating Year, where such payment is required.

Excepting for (i) defaults, (ii) events resulting in acceleration under this City Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this City Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this City Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

Notwithstanding any provision of this City Note to contrary effect, the Maker shall make payment in full to the City of the outstanding balance under this City Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the City Agreement, the Agency Agreement, the City Deed of Trust (as defined below), the HOME Covenants, the City Covenants, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "City Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the City Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this City Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the City. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Agreement and the City Agreement relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Development to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Developer Fee (and interest thereon as prescribed above).

6. Subordination to Multifamily Note. The Participant and the Payee each makes the following representations and warranties:

> "The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note in the original principal amount of approximately $9,500,000 payable to the lender of the Primary Construction Loan, and subsequently, to indebtedness evidenced by a Multifamily Note in the original principal amount of approximately $4,012,475 payable to the lender of the Primary Permanent Loan (collectively, hereinafter the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of _____, 201__, between the Payee, the Participant and the Senior Lender (the "Subordination Agreement"). The mortgage or deed of trust securing this Promissory Note is

and shall be subject and subordinate in all respects to the Assignment of Rents, Security Agreement and Fixture Filing securing the rights and remedies of the Senior Lender and each subsequent holder of this Promissory Note under the mortgage or deed of trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement."

In the event of the refinancing of the senior loan for an amount not in excess of the outstanding principal balance of the existing senior loan and reasonable and customary closing costs, the City will execute an instrument or instruments evidencing the subordination of the indebtedness evidenced by this Promissory Note to such new senior loan.

7. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the City Agreement constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supersede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time if of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this City Note or the City Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this City Note, the City Deed of Trust or the obligations secured thereby. A waiver of any term of this City Note, the City Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this City Note and the terms of any other document related to the loan evidenced by this City Note, the terms of this City Note shall prevail.

8. Non-recourse. This City Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 6

CITY DEED OF TRUST

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2011, between MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the CITY OF MORENO VALLEY, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $1,200,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each and every obligation, covenant, promise or agreement of Trustor that certain Affordable Housing Agreement (HOME)(the "City Agreement") between the Beneficiary and the Trustor, which is on file with the Beneficiary as a public record and is incorporated herein by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto,

or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. A default under one or more of those instruments set forth in Exhibit B hereto or referenced above shall constitute a default hereunder.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the City Agreement.

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

EXHIBIT "B"

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 201_, executed by MV Hemlock Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the City of Moreno Valley, a municipal corporation, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT**. A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

   (a) A default under that certain Affordable Housing Agreement (HOME) ("City Agreement" or the "City Agreement") dated as of June 21, 2011, between Trustor and Beneficiary or any default under any City Note or City Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or

   (b) A default under the Agency Note or the Agency Deed of Trust (as those are defined under that certain Affordable Housing Agreement between the Community Redevelopment Agency of the City of Moreno Valley ("Agency") and Trustor hereunder, dated as of June 21, 2011 (the "Agency Agreement"); or

   (c) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agency Agreement).

   (c) A default under the "Tax Credit Regulatory Agreement" (as defined in the Agency Agreement;

   (d) A default under the "HOME Covenants" (as defined in the City Agreement); or

   (e) A default under the City Covenants (as entered into pursuant to the AHA).

2. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. **DUE ON SALE OR ENCUMBRANCE**. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the

execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Agreement and the City Agreement relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Development to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. **PRIORITY OF DEED OF TRUST**. This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender and a deed of trust, if any, in favor of the City.

5. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE**. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

First American Title
TRUSTEE

ATTACHMENT NO. 7

MEMORANDUM OF AGREEMENT

Requested By and When Recorded Return To: **City of Moreno Valley** 14177 Frederick Street Moreno Valley, California 92552-0805 Attention: City Manager	)))))))) This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT** ("Memorandum"), dated as of _____, 2011, is entered into by and between the CITY OF MORENO VALLEY, a municipal corporation ("City") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement (HOME). City and Participant have executed an Affordable Housing Agreement (HOME) (the "City Agreement") dated as of June 21, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The City Agreement is on file as a public record with the City at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the City Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the City Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the City Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the City Agreement, the terms, conditions, provisions and covenants of the City Agreement shall prevail.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

CITY:

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

ORDINANCE NO. 825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The First Amendment to the Aquabella Development Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the public hearing regarding the First Amendment on June 14, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed First Amendment is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: The First Amendment does not remove any responsibilities of the developer identified in the Development Agreement, nor does it change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

2. **The proposed First Amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

   FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

3. **The proposed First Amendment will not be detrimental to the public health, safety or general welfare.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

4. **The proposed First Amendment is in conformity with public convenience, general welfare and good land use practice.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not

cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the First Amendment to the Aquabella Development Agreement attached hereto as Exhibit A, and does hereby authorize the Mayor to sign the First Amendment on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ORDINANCE NO. 826

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS

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

SECTION 1. FINDINGS:

1.1 All prior enactments of the City, which are in conflict with the Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2 FINDINGS:

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on June14, 2011, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan – The proposed amendment is consistent with the General Plan and its goals, objectives, policies and programs.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment provides an update to the existing code to ensure compliance with the new National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit which was effective January 29, 2010, with compliance by July 29, 2011. The updates include sections pertaining to residential development, grading, parking pedestrian and loading requirements, design guidelines and the landscape requirements.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Intent of Zoning Regulations – The proposed amendment is consistent with the purposes and intent of Title 9 of the Municipal Code.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

3.2 Section 9.03.040 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.03.040 Residential site development standards.

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**

Lot Size	Standards
Under 40,000 s.f.	R2 district standards
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

B. Hillside Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community & Economic Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes

as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	**Standards**
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.

Slope Class	Standards
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

Figure 9.03.040-1
Residential Lot Information

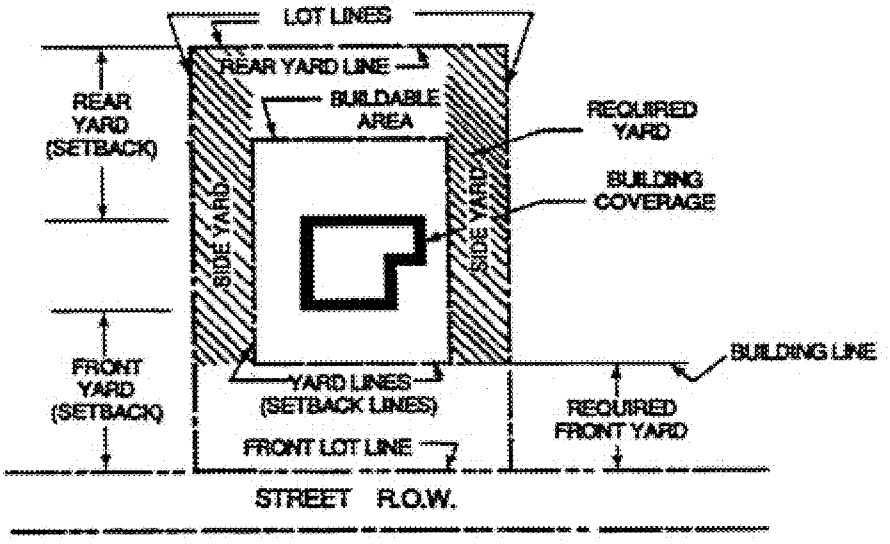

Figure 9.03.040-2
Residential Yard Descriptions

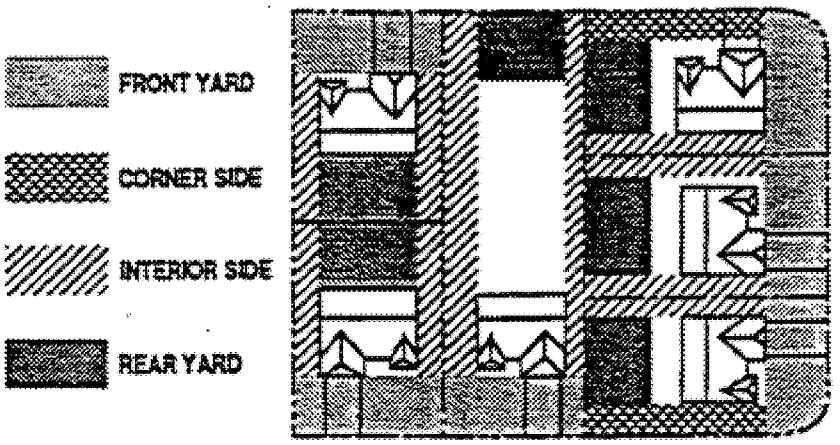

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	**R1**	**R2**	**RA2**	**R3**	**R5**	**RS10**
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%

Requirement	R1	R2	RA2	R3	R5	RS10
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

Notes to Residential Site Development Standards Table 9.03.040.6.

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

Table 9.03.040-7

Residential Site Development Standards

Multifamily Standards

Requirement	R10	R15	R20	R30
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet				
Interior side yard	10	10	10	10 feet plus 2 feet for every 5 feet in height over 30 feet
Street side yard	20	20	20	20
Requirement	**R10**	**R15**	**R20**	**R30**
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

* The term "DUs" means dwelling units.

Note to Residential Site Development Standards Table 9.03.040-7.

1. Minimum dwelling sizes in multiple-family projects shall be as follows:

a. One bedroom: four hundred fifty (450) square feet;

b. Two bedroom: eight hundred (800) square feet;

c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

b. Automatic garage door openers;

c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce run off.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.

11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.

12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.

13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.

14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.

15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.

16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

a. Intimate, shaded outdoor seating areas;

b. A network of pathways, providing interesting walking experiences;

c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;

d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;

e. Security;

f. Direct ambulance access (senior housing projects);

g. Parking close to units;

h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.72, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)"

3.3 Section 9.08.080 Grading of Chapter 9 of the City of Moreno Valley Municipal Code is herby amended to read as follows:

"9.08.080 Grading.

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope to landscape areas or pervious surfaces unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003: Ord. 359 (part), 1992)"

3.4 Section 9.11 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"**9.11.010 Purpose and intent.**

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;

B. Ensure the maneuverability of emergency and service vehicles;

C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;

D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and

E. Implement general plan circulation and energy conservation policies; and

F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters."

"**9.11.040 Off-street parking requirements.**

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.

Use	Requirement	Covered Parking	Notes
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	

Commercial Uses	Requirement	Notes
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	

Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	

Commercial Uses	Requirement	Notes
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	Number of Accessible Spaces Provided
1—25	1
26—50	2
51—75	3

Number of Automobile Spaces Provided	Number of Accessible Spaces Provided
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)"

"**9.11.060 Off-street bicycle parking requirements.**

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000: Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)"

"**9.11.070 Adjustments to off-street parking requirements.**

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the Community & Economic Development Director, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)"

"**9.11.080 Design standards.**

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to

pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required

parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback). (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

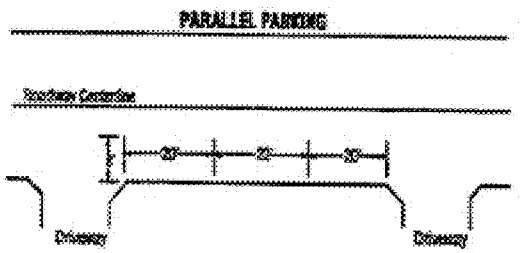

Figure 9.11.080-4

Dimensions of Parallel Parking Spaces

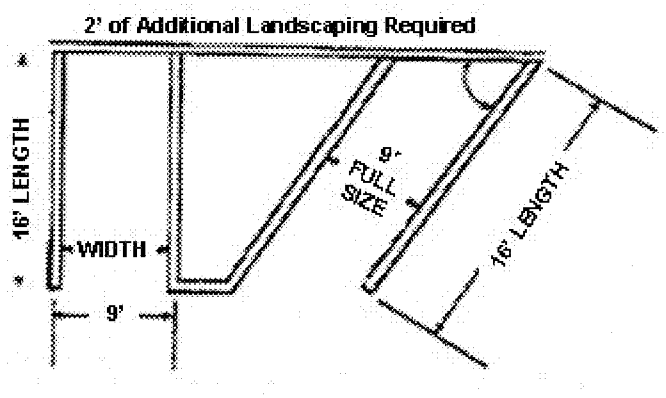

Figure 9.11.080-5

Nonparallel Parking Spaces

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

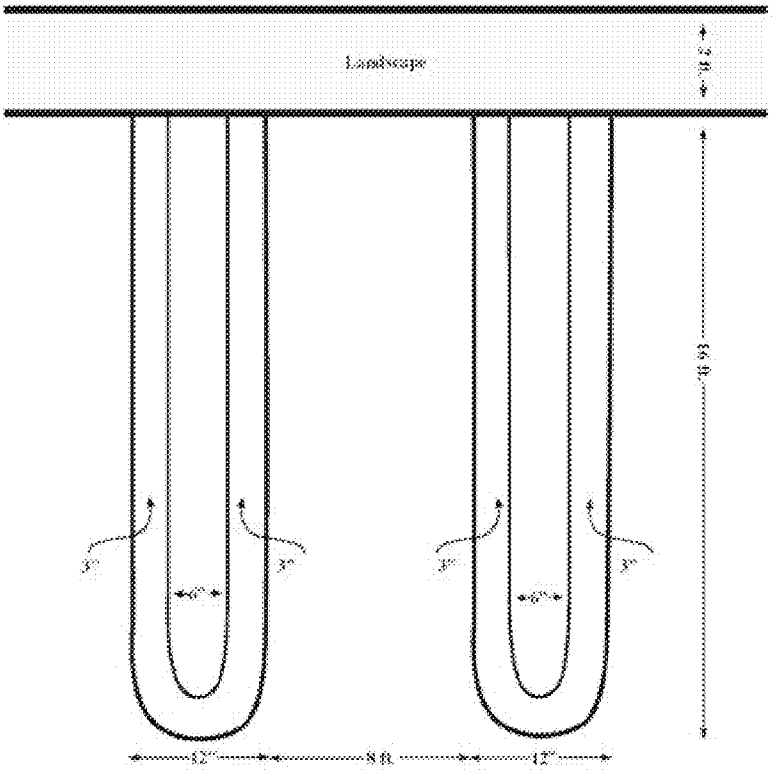

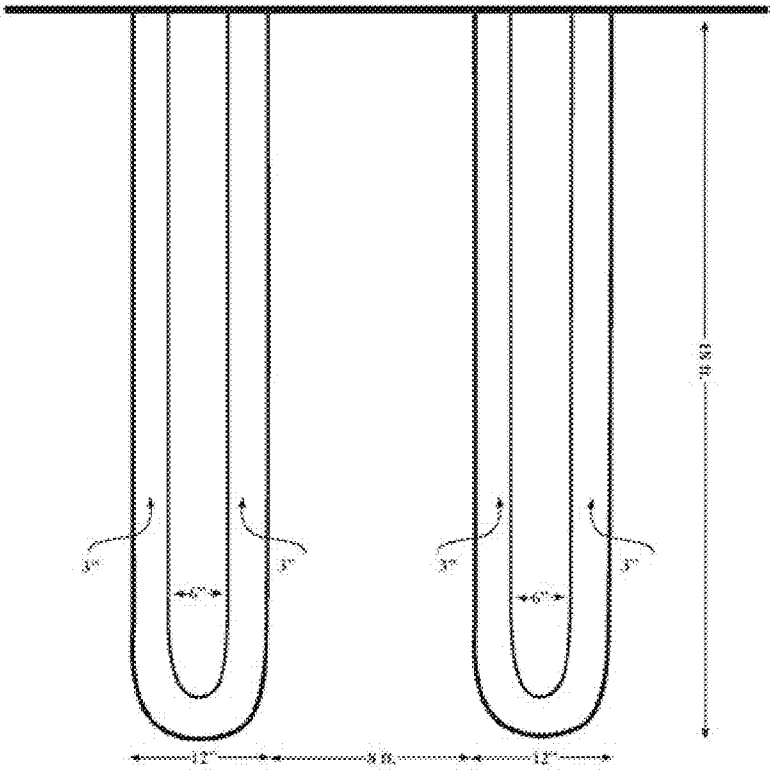

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve (12) inches) or as otherwise specified by the Building Official.

b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.

d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.

Figure 9.11.080-6A **Figure 9.11.080-6B**

Parking Space Striping Requirements

* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall pre-empt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot

loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking spaces in order to reach the building's main entrance.

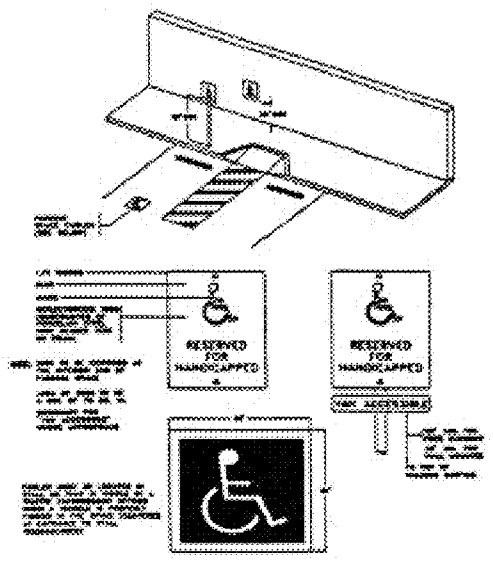

Figure 9.11.080-7

Accessible Parking Stall Requirement

* Ramps shall include a curb-cut type design

* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

Table 9.11.080-13
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius[1]	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing[2]	
From side property line	10 feet
From street corner	25 feet
Angle[3]	75°

[1] On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.
[2] Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.
[3] Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

Table 9.11.080-14

Street Classification	Distance from a Driveway to an Intersection	Spacing Between Adjacent Driveways
Expressway 134′ ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134′ ROW/120′ ROW		One driveway per parcel
Divided Arterial	Limited Access* **	Minimum 250 feet
110′ ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100′/88′/78′ ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66′ ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

* Access may be limited to the minimum movements necessary to safely expedite traffic.
** Access may be restricted by medians.
***For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002; Ord. 557 § 2.6, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992)"

"**9.11.100 Circulation—Pedestrian.**

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of pervious paving surfaces is recommended where feasible.

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)"

3.6 Title 9.16 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.16.010 Introduction and scope of guidelines.

A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city's design standards to new development and to remodels, upgrading design citywide and implementing the general plan's policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.110 Objectives, generally.**

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakening an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off;

7. Working in concert with the city's landscape requirements.

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);

5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.120 General guidelines.**

A. General guidelines apply to all uses and projects citywide.

1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.

2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.

3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.

4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.

5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.

6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.

7. Natural drainage courses should be retained in their natural state.

8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.

9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.

10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.

11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)

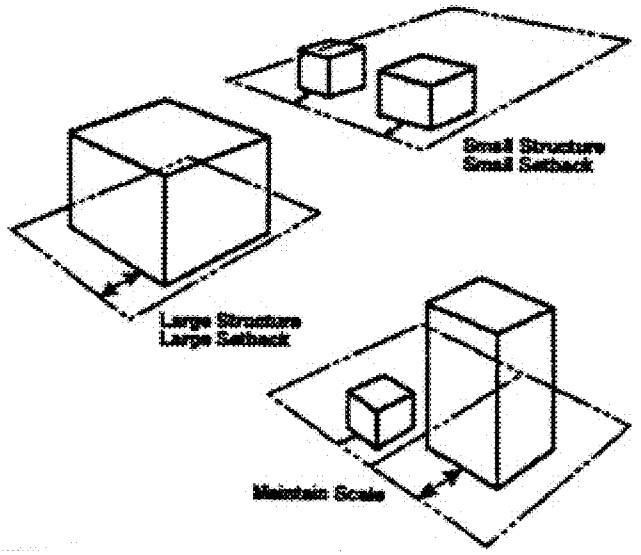

Setbacks in Scale with Building Bulk

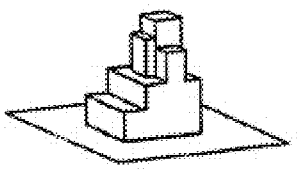

Taller Buildings
Stepping Back from Street

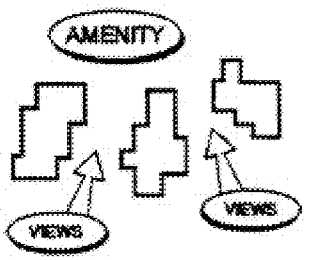

Preserve New Corridors

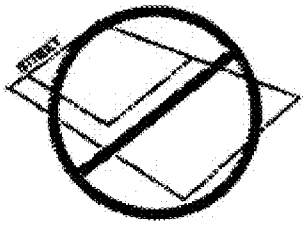

Discourage Flag Lots

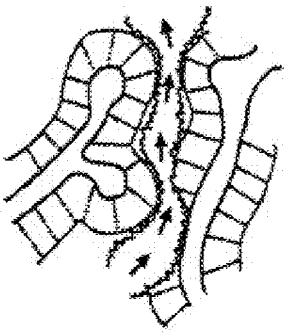

Drainage Course Retained in Natural State

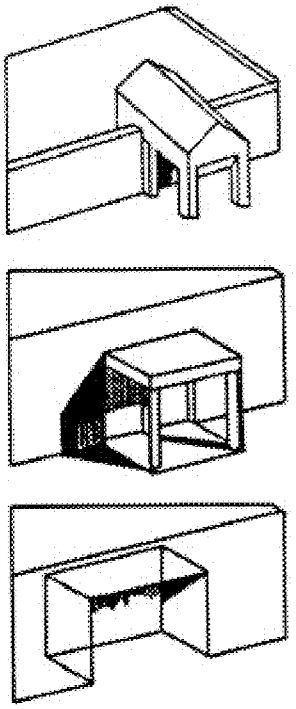

Articulated Building Entries

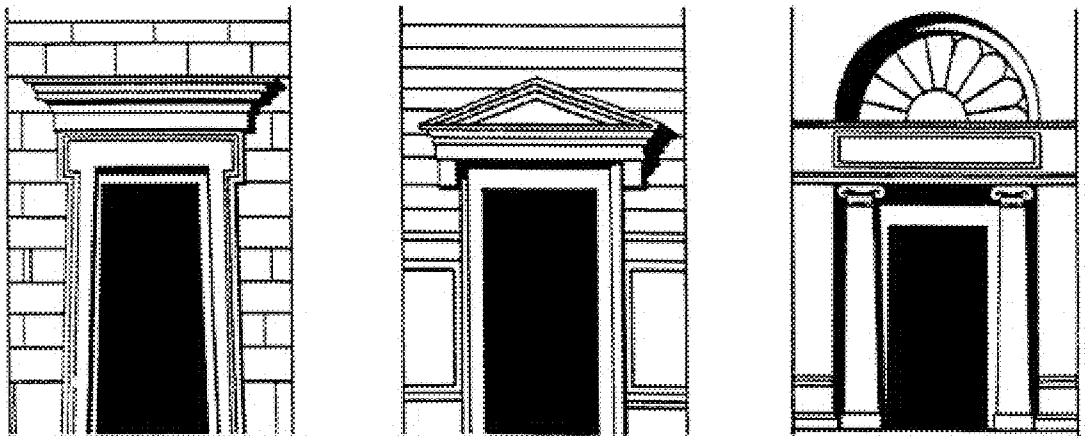

Detailed Design Elements for Building Entries"

"**9.16.130 Single-family residential.**

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

Designation	**Maximum Density**
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre"

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

a. Provide projecting and/or recessed entries and windows.

b. Include projecting or recessed balconies.

c. Front porch with a minimum depth of five feet.

d. Dormer windows.

e. Minimum eighteen (18") inch roof overhangs with detailed rafter tails.

f. Offset building planes a minimum of two feet.

g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks. Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. Pervious surfaces are required for such areas within required setbacks.

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Pervious surfaces are recommended where feasible.

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

Number of Units	**Minimum # of Footprints***	**Minimum # of Elevations/ Footprints**
5-9	1	2

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
10-24	2	3
25-49	3	3
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)"

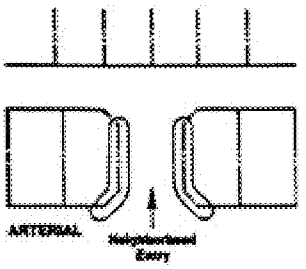

Landscape Treatment Areas at Neigborhood Entries

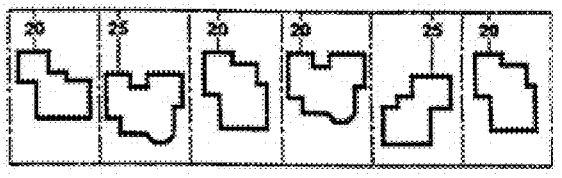

Vary Setbacks by at Least Five Feet

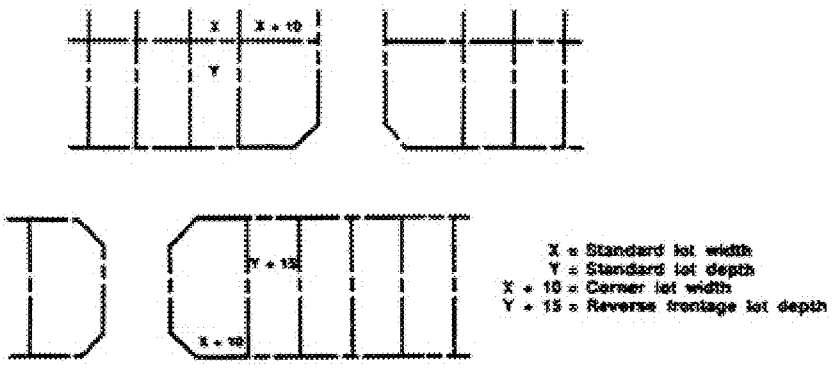

Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots

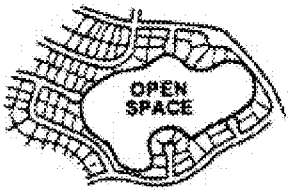

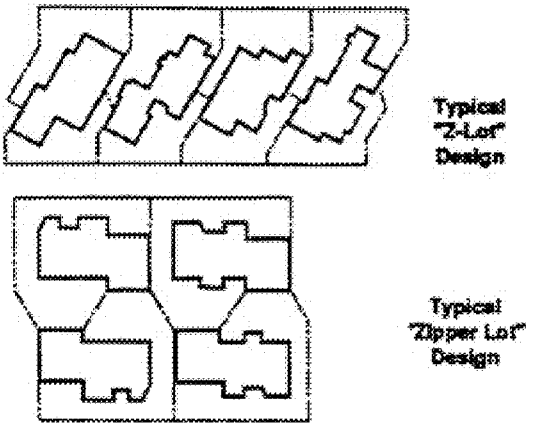

Use Curvilinear Elements and Innovative Subdivision Design

Orient Roads to Open Space and Views

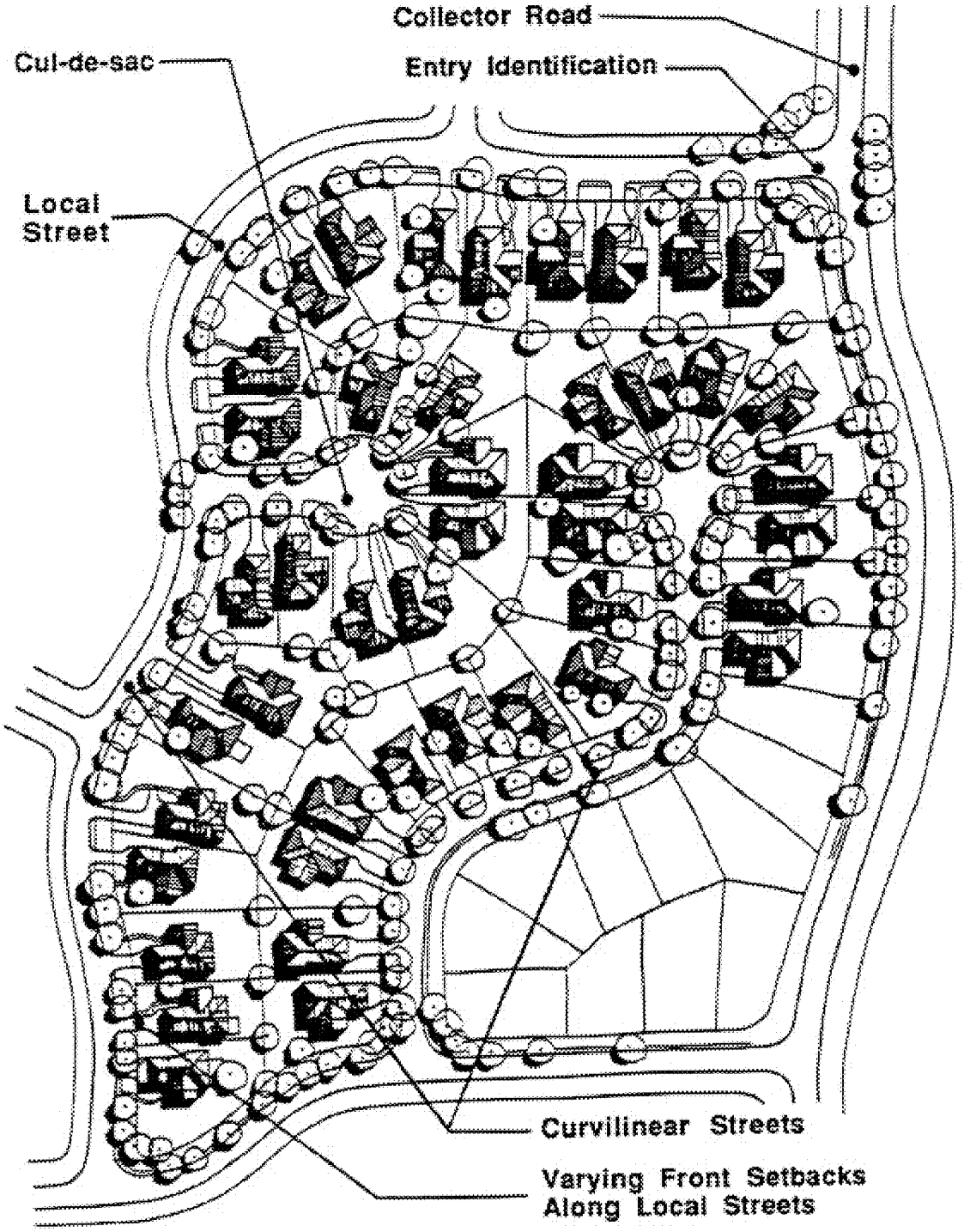

"**9.16.140 Multi-Family Residential.**

Section, 9.16.140 shall be removed from Section 9.16 the City of Moreno Valley Municipal Code."

"**9.16.150 Commercial (retail, office, mixed use).**

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a "turn-of-the-century" architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from

the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.

5. Architectural elements shall be an integral part of the facade design, avoiding the "pasted-on" look.

6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.

7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.

8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.

9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.

10. Continuous building mass should be divided into smaller units, providing both variety and scale.

11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.

12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.

13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.

15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.

16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial "crossover."

17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.

18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The "strip" commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

29. Architectural design of new projects shall be mindful of the surrounding district's urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)

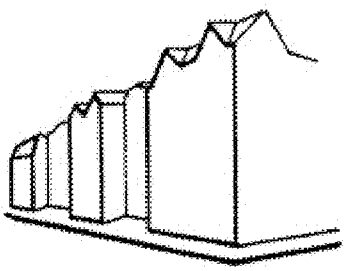

Continuous Mass Divided to Provide Scale

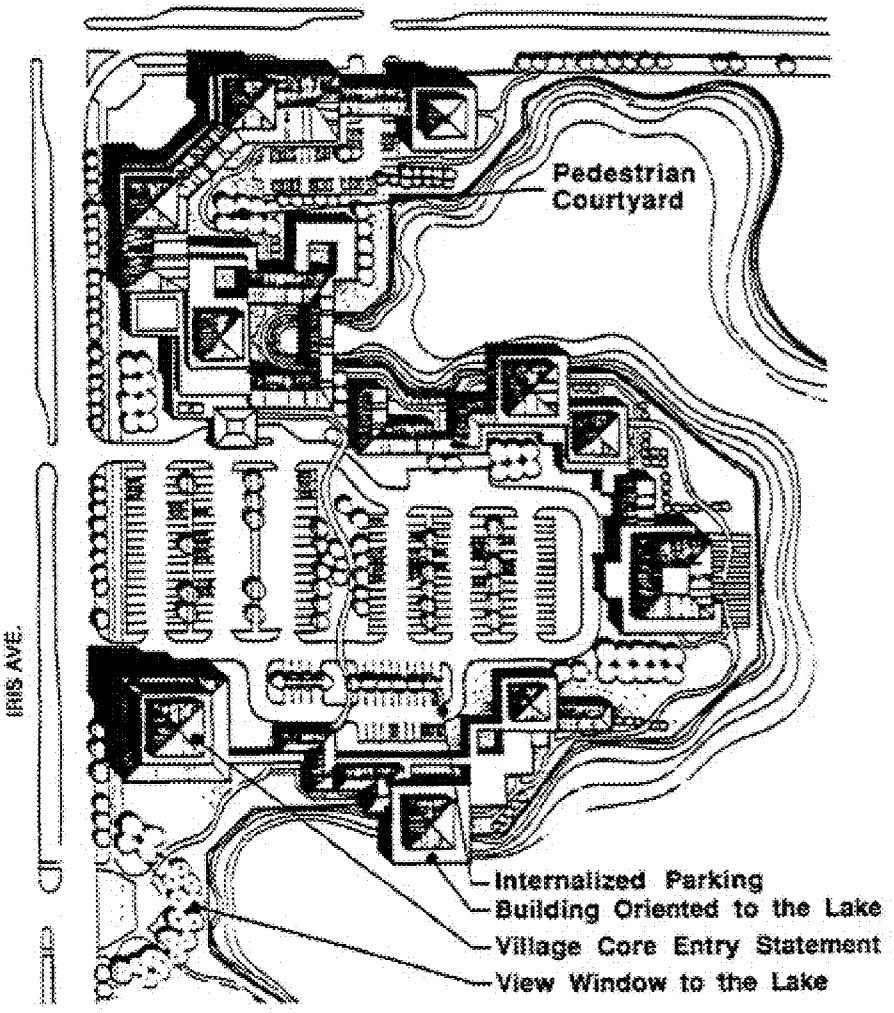

Commercial Center with Separated Pedestrian and Auto Circulation"

"**9.16.160 Business park/industrial.**

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an "up-scale" image for the community.

2. Clean, contemporary architectural expressions are encouraged.

3. All sides of all buildings shall have architectural treatment.

4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.

5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.

6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.

7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.

8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project's architecture.

9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.

10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.

11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.

12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.

13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.

14. Courtyards for resting, gathering and eating by employees shall be provided. Pervious surfaces are recommended where feasible. (Ord. 359 (Attach. 2 (part)), 1992)

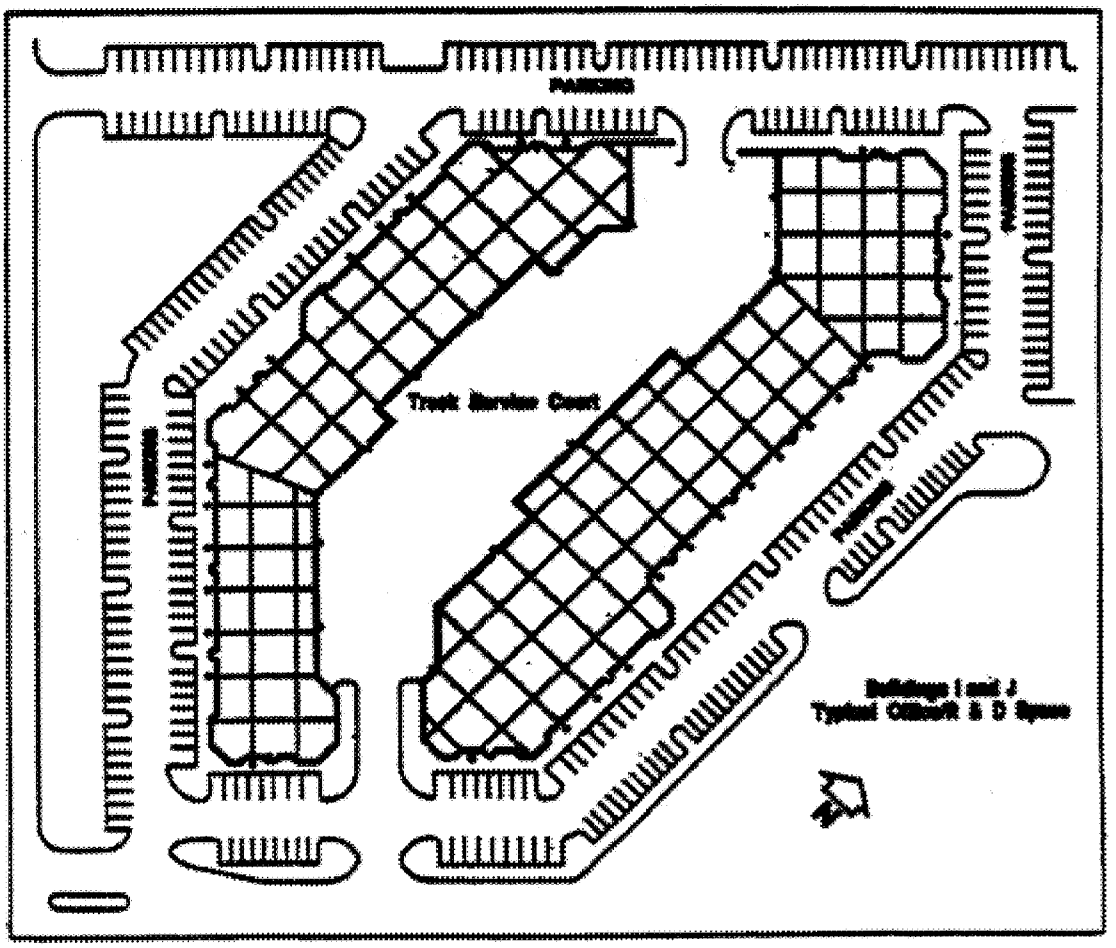

"

"**9.16.190 Natural open space standards.**

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:

a. Undeveloped natural areas, that which has been left in its natural state;

b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.

2. The following shall guide the location of undeveloped natural areas:

a. Contiguous areas along drainage channels;

b. Ten (10) foot minimum widths adjacent to roadway improvements;

c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;

d. Areas contiguous with other natural areas of adjacent properties;

e. Areas containing rock outcroppings;

f. Areas containing soils with high permeability;

g. Significant stands or clusters of native vegetation;

h. Known or discovered archeological or paleontological sites.

3. The following shall guide the location of restored natural areas:

a. In required setbacks;

b. Adjacent to common recreation facilities;

c. Along roadway improvements or over utility easements;

d. Fuel modification zones, as required by the fire department.

4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

Table 9.16.190A

Natural Area Open Space Requirements

Average Percent Slope	Minimum Percent of Site to Remain as

	Natural Area Open Space
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.

b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.

c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.

d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the Community & Economic Development Director or designee.

e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.

f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by the city council. A landscaping program for restored natural areas shall be approved by the Community & Economic Development Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.200 Landscaping.**

A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.

B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the Community & Economic Development Director.

C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.

D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.

E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.

F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003: Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.210 Grading.**

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. "Landforming" shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community & Economic Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope's capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.

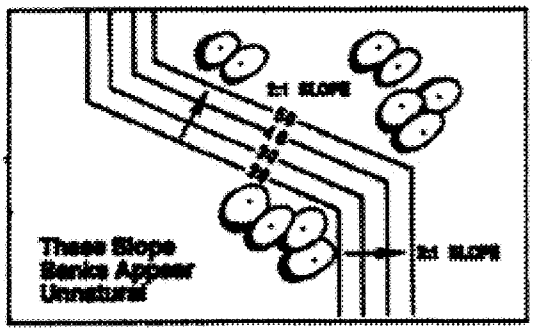

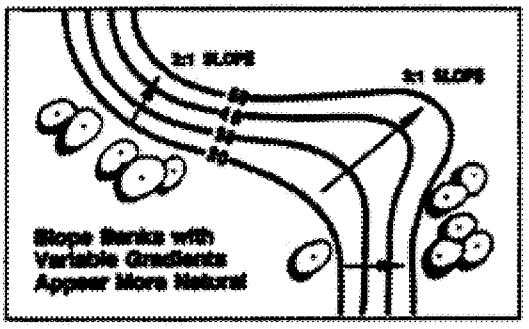

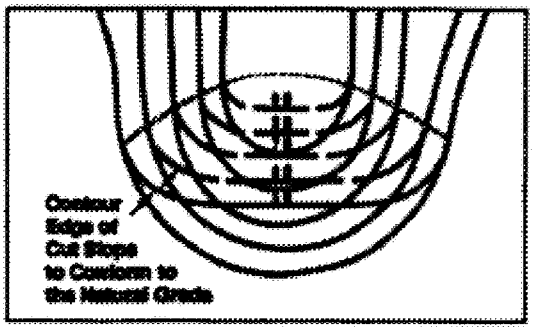

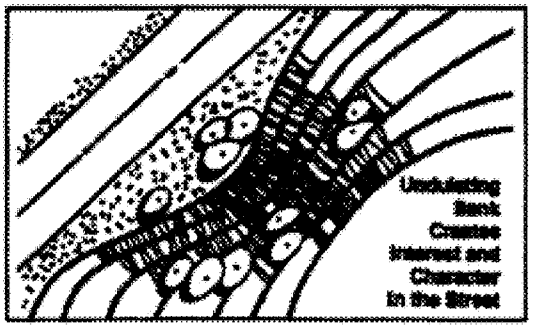

J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.220 Roadways and circulation.**

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)"

"**9.16.235 Hillside design standards.**

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Pervious surfaces are recommended where feasible.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are

encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)"

3.7 Section 9.17 Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"**9.17.030 Landscape and irrigation design standards.**

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside's Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project's water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.

The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council www.cal-ipc.org). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.

2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.

3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.

4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.

5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.

6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.

7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.

2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.

3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.

4. All landscape plans shall indicate mature tree canopy diameters.

5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.

6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.

7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved "smart" automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and/or soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip, bubbler-type and rotor sprays or stream roter sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the Community & Economic Development Director.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)"

"9.17.050 Parking and drive-through landscape areas.

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)"

"**9.17.070 Single-family residential development.**

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved "smart irrigation" controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)"

"**9.17.080 Multifamily residential development.**

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)"

"**9.17.090 Commercial, industrial, public and quasi-public development.**

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of pervious surface areas that reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)"

"**9.17.110 Erosion control/slope planting.**

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.

4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)"

"**9.17.130 Water quality landscape designs.**

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community & Economic Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)"

"**9.17. 150 Water Efficiency Requirements.**

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions."

SECTION 4 EFFECT OF ENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 5 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

AGENDA

JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

SPECIAL MEETING
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

June 28, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor
Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00109480

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
June 28, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of Morning Optimist Club of Moreno Valley

2. Volunteers of the Year 2010 - Steven Morel, Jarrett Wegelin, Trent Terrell, Jarred Endres, Kyle Dagenhart, and Tim Barnes

3. Spotlight Business

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

SPECIAL MEETING
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

REGULAR MEETING - 6:30 PM
JUNE 28, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Deacon Richard Heames, St. Patrick's Roman Catholic Church

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 8-21, 2011.

A.4 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2011/2012 RATE ADJUSTMENT (Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129 (Report of: Public Works Department)

Recommendation:
1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Accept the improvements into the City's maintained road system.

A.6 APPROVAL OF CHECK REGISTER FOR APRIL, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

Resolution No. 2011-63

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of April, 2011

A.7 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

Recommendation:

Approve Resolution No. 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

Resolution No. 2011-64

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $91,557 Allocation

A.8 ORDINANCE NO. 827 - AN ORDINANCE AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011, BY A 5-0 VOTE) (Report of: Public

Works Department)

Recommendation:

Adopt Ordinance No. 827 - An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

A.9 SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - MELAD & ASSOCIATES (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.10 THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - WILLDAN (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.11 APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANAGER TO ISSUE ANNUAL PURCHASE ORDERS (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

A.12 PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

A.13 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

Recommendation:

1. Review and concur with Project Recommendations for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program; and

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

Resolution No. 2011-71

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program

A.14 PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.; and

Resolution No. 2011-67

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Project Number PA07-0090 and Accepting the Redlands Drainage Improvements Associated with the Project into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one

year when all clearances are received.

A.15 PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

   Resolution No. 2011-68

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Eucalyptus Electrical Improvements as Complete Within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.16 PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THE THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained street system the Theodore Street public improvements within project

PA07-0090 upon acceptance by the City Engineer as complete; and

Resolution No. 2011-69

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Number PA07-0090 and Accepting the Portion of Theodore Street Associated with the Project into the City's Maintained Street

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.17 PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.19 PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.20 PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

ADJOURNMENT OF THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING OF THE
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA

Those wishing to speak should complete and submit a LAVENDER speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

G. REPORTS

G.1 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD; DEVELOPER: CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADJOURNMENT OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECONVENE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

Recommendation: That the CSD:

1. After conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

Recommendation: That the CSD:

1. After conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

2. Verify and accept the results of the mail ballot proceedings as

identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

E.3 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

E.4 A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT A AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI. (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

Resolution No. 2011-66

Resolution of the City Council of the City of Moreno Valley Denying PA09-0027, A Conditional Use Permit to Allow Alcohol Sales (Beer and Wine) at the Existing Convenience Store Located at 21748 Cottonwood Avenue APN # 263-160-037

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational

Oral Presentation - not for Council action)
a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership.

Resolution No. 2011-70

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley with MV Hemlock Limited Partnership, a California Limited Partnership and Approving and Authorizing Execution of an Affordable Housing Agreement (Home) Between the City and MV Hemlock Limited Partnership, a California Limited Partnership

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership; and

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

Resolution No. RDA 2011-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Hemlock Limited Partnership, a California Limited Partnership

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 825 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2 (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14,

2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

H.2 .2 ORDINANCE NO. 826 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

AGENDA
June 28, 2011

MV00109499

MINUTES
SPECIAL MEETING AND REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

SPECIAL MEETING – 5:00 PM
REGULAR MEETING – 6:30 P.M.
June 14, 2011

CALL TO ORDER

Special Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 5:05 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION – Mayor Richard A. Stewart

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member (left at 7:07 p.m.)

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to the Mayor/City Council
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
John Terell	Planning Division Manager / Planning Official
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Steven Crews (B5) and Deanna Reeder (A17).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of May 18 - June 7, 2011.

A.4 TRACT MAP 22709 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-44 authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system; and

Resolution No. 2011-44

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709, and Accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the Portion of John F. Kennedy Drive Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.5 PA04-0010 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: ONE MORENO VALLEY 240 LP, LONG BEACH, CA 90802 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-45 authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system; and

Resolution No. 2011-45

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA04-0010, and Accepting the Portion of Perris Boulevard Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.6 TRACT MAP 22709-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE, AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-46 authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system; and

   Resolution No. 2011-46

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709-1, and Accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the Portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful

Performance Bond in one year when all clearances are received.

A.7 TRACT MAP 31327 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING INC., IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-47 authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system; and

   Resolution No. 2011-47

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 31327 and Accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the Portions of Alessandro Avenue, Morrison Street and Bay Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.8 FINAL MAPS 29920, 29920-1, 29920-2, AND 29920-3--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND PACIFIC MORENO VALLEY, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Pacific Moreno Valley, Inc.;

2. Authorize the Mayor to execute the Maintenance Agreement;

3. Authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;

4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement;

5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney; and

6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.

A.9 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1") approve and adopt the following: Resolution No. 2011-48 to accept and approve the Special Tax Report for fiscal year (FY) 2011/12 regarding CFD No. 87-1; and

   Resolution No. 2011-48

   A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 87-1 (Towngate)

2. Approve and Adopt Resolution No. 2011-49 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1.

Resolution No. 2011-49

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) of the City of Moreno Valley, Approving the Submittal of an Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1

A.10 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1") approve and adopt the following: Resolution No. 2011-50 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12 for CFD No. 87-1 Improvement Area No. 1; and

Resolution No. 2011-50

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Report for Fiscal Year 2010/11 Regarding Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1

2. Resolution No. 2011-51 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1.

Resolution No. 2011-51

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1 Improvement Area No. 1

A.11 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3"), approve and adopt Resolution No. 2011-52 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12, on file in the office of the City Treasurer.

Resolution No. 2011-52

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

A.12 APPROVAL AND ACCEPTANCE OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4—MAINTENANCE FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 4—Maintenance ("CFD No. 4—M") approve and adopt Resolution No. 2011-53 to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12.

Resolution No. 2011-53

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 4-Maintenance

A.13 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR FISCAL YEAR 2011/12 REGARDING MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 (Report of: Public Works Department)

Recommendation:

1. Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt the following: Resolution No. 2011-54 to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community

Facilities District No. 5.

Resolution No. 2011-54

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 5

2. Adopt Resolution No. 2011-55 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5.

Resolution No. 2011-55

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 5 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5

A.14 PA04-0004 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF BAY AVENUE AND PAN AM BOULEVARD, DEVELOPER: MOVAL BAY APARTMENTS, L.P., IRVINE, CA 92614 (Report of: Public Works Department)

Recommendation:

1. Authorize the acceptance of certain public improvements associated with the project; and

2. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with project PA04-0004 for public improvements.

A.15 AUTHORIZE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington,

DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014;

2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc.; and

3. Authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling $723,267.77 to be funded from Account Nos. 415.70024 ($323,918.50) and 897.91728 ($399,349.27) and authorize the issuance of a purchase order for $461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for $1,184,976.41 brings the not-to-exceed contract total to $4,826,047.86.

A.16 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE - PROJECT NO. 08-41678827 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.; on behalf of the City;

3. Authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of $363,398.74 ($315,998.90 for the bid amount plus 15% contingency) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of $47,399.84, subject to the approval of the City Attorney; and

5. Authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011.

A.17 ADOPTION OF THE PRIORITIZED GOALS AND ACTION PLAN DEVELOPED IN THE CITY COUNCIL GOAL SETTING WORKSHOP (Report of: City Manager's Office)

Recommendation:
Adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop.

A.18 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS B7 & C3)

Recommendation:

1. Adopt Resolution No. 2011-62, classifying the various components of fund balance as defined in GASB Statement No. 54; and

Resolution No. 2011-62

A Resolution of the City Council of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

2. Designate the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance for inclusion in the annual financial reports.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

B.3 APPROVAL AND ACCEPTANCE OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

Recommendation:

Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") and as the legislative body of Community Facilities District No. 1 ("CFD No. 1" or "District") approve and adopt Resolution No. CSD 2011-08 to accept and approve the CFD No. 1 Annual Special Tax Report for fiscal year 2011/12, which is on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 1.

Resolution No. CSD 2011-08

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Accepting and Approving the Community Facilities District No. 1 Annual Special Tax Report for Fiscal Year 2011/12

B.4 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-1/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-1 (TOWNGATE) AND E-1A (RENAISSANCE PARK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-1/11 (the "Agreement") with Marina Landscape Inc.;

2. Authorize the President of the CSD Board to execute said Agreement with Marina Landscape Inc., and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to Marina Landscape Inc., in the amounts of:

   NINETY-SEVEN THOUSAND NINE HUNDRED AND SIX AND 80/100 DOLLARS ($97,906.80) for twelve (12) months of base maintenance services and;

   NINE THOUSAND SEVEN HUNDRED NINETY AND 68/100 DOLLARS ($9,790.68) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.5 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-4/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-4 (MORENO VALLEY

RANCH - EAST) AND E-4A (DAYBREAK) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for CSD Project E-4/11 (the "Agreement") with TruGreen Landcare;

2. Authorize the President of the CSD Board to execute said Agreement with TruGreen Landcare, and;

3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to TruGreen Landcare, in the amounts of:

   ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND SIXTY-FOUR AND 76/100 DOLLARS ($179,564.76) for twelve (12) months of base maintenance services and;

   FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($14,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

B.6 FIRST EXTENSION OF CONTRACT - PROJECT NO. E-3/10 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - MORENO VALLEY RANCH-WEST (ZONE E-3) AND LASSELLE POWERLINE PARKWAY (ZONE E-3A) (CONTINUED FROM MAY 24, 2011) (Report of: Public Works Department)

Recommendation:

1. Approve the first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;

2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and

3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

   a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($139,500.00) for twelve months of base maintenance service, and

b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS ($13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

B.7 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & C3)

Recommendation:

Adopt Resolution No. CSD 2011-22, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. CSD 2011-22

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & B7)

Recommendation:

Acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. 2011-09, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. RDA 2011-09

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in

Governmental Accounting Standards Board Statement No. 54

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A1 through D2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
a) Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG) (Informational Oral Presentation - not for Council action)

Council Member Hastings reported WRCOG will conduct a hearing on July 1, regarding AB811, and it is anticipated applications will be accepted by the end of July for the energy efficiency and water conservation program. Announced Dr. Condoleezza Rice is the keynote speaker at the WRCOG General Assembly meeting on June 23; VIP reception invitations will be distributed to the Council Members.

G.2 RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) 60/215 EAST JUNCTION CONSTRUCTION PROJECT (Informational Oral Presentation - Not for Council Action)

Dennis Green, President, Green.Com.Inc., Public Affairs Coordinator, presented the update.

AGENDA ORDER

G.5 ADOPTION OF A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE YEARS HIGHEST AVERAGE COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON AUGUST 19, 2011, AND CONDUCT THE

FIRST READING OF THE RELATED ORDINANCE AS REQUIRED BY CALPERS (Report of: Human Resources Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-59 , to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Resolution No. 2011-59

A Resolution of the City Council of the City of Moreno Valley, California, to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Ordinance No. 828

An Ordinance of the City of the City Council of the City of Moreno Valley, California Authorizing an Amendment to the Contract Between the City of Moreno Valley and the Board of Administration of the California Public Employees' Retirement System

Motion to Continue to date uncertain by m/Council Member William H. Batey II, s/ Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

H.1 .1 INTRODUCTION OF ORDINANCE NO. 827 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Waive the reading of Ordinance No. 827, in its entirety and read by title only (roll call required) and introduce Ordinance No. 827 an Ordinance of the City Council of the City of Moreno Valley, California

amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0

AGENDA ORDER

G.8 4TH OF JULY PARADE AT A REDUCED COST (STEWART)

Motion to bring back as a subcommittee by m/Council Member William H. Batey II;
Motion withdrawn by Council Member William H. Batey II

The City Manager announced he will provide the first $1,000 towards next year's 4th of July Celebration

City Manager will present a report at the July 12, 2011 Regular City Council Meeting for Council action;
By unanimous informal consent

G.9 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

AGENDA ORDER

G.6 ADOPTION OF FY2011/12-2012/13 OPERATING BUDGET (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the agenda item for public comments, which were received from Ray Martinez and Deanna Reeder.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-60, approving the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. 2011-60

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2011/12 – 2012/13

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2011-20, approving the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. CSD 2011-20

A Resolution of the Moreno Valley Community Services District, Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

Motion to Approve by m/Board Member Robin N. Hastings, s/Board Member William H. Batey II
Approved by a vote of 5-0.

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-07, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. RDA 2011-07

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

Motion to Approve by m/Agency Member Robin N. Hastings, s/Agency Member William H. Batey II
Approved by a vote of 5-0.

4. Approve the position control as detailed on pages 3-7 in the Proposed Operating Budget Book presented as Attachment A; and

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

5. Approve the elimination of Fire Truck 58 in FY 2011/12 and direct staff to reserve the additional $1.2 million in savings for the purchase of a fire engine and the balance of savings for the operating costs to open the Morrison Park Fire Station.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.7 ADOPTION OF FY 2011/12 CAPITAL IMPROVEMENT PLAN (Report of: Public Works Department)

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A");

Resolution No. 2011-61

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

2. Acting in its capacity as the President and Board of Directors of

the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"); and

Resolution No. CSD 2011-21

A Resolution of the Moreno Valley Community Services District, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 5-0.

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

Resolution No. RDA 2011-08

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California adopting the Capital Improvement Plan for Fiscal Year 2011-12

Motion to Approve by m/Agency Member William H. Batey II, s/Vice-Chairman Jesse L. Molina
Approved by a vote of 5-0.

ADJOURNED SPECIAL MEETING
CONVENED REGULAR MEETING

AGENDA ORDER

E. PUBLIC HEARINGS

E.1 FIRST AMENDMENT - AQUABELLA DEVELOPMENT AGREEMENT (P11-029) (Report of: Community & Economic Development Department)

Applicant Iddo Benzeevi spoke on behalf of the development.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Recommendation: That the City Council:

Conduct a public hearing and subsequently introduce Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

Motion to Approve and Waive the Reading of the Ordinance by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.2 PUBLIC HEARING TO CONSIDER APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the CSD:

1. Conduct a Public Hearing to approve and adopt the following proposed resolutions:

Resolution No. CSD 2011-09

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

2. Approve and adopt the proposed Resolution No. CSD 2011-10;

Resolution No. CSD 2011-10

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone B (Residential Street Lighting) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

3. Approve and adopt the proposed Resolution No. CSD 2011-11 (Zone C);

Resolution No. CSD 2011-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

4. Approve and adopt the proposed Resolution No. CSD 2011-12 (Zone D);

Resolution No. CSD 2011-12

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

5. Approve and adopt the proposed Resolution No. CSD 2011-13 (Zone E);

Resolution No. CSD 2011-13

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

6. Approve and adopt the proposed Resolution No. CSD 2011-14 (Zone E-1A);

Resolution No. CSD 2011-14

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

7. Approve and adopt the proposed Resolution No. CSD 2011-15 (Zone E-3A);

Resolution No. CSD 2011-15

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

8. Approve and adopt the proposed Resolution No. CSD 2011-16 (Zone E-4A);

Resolution No. CSD 2011-16

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

9. Approve and adopt the proposed Resolution No. CSD 2011-17 (Zone M);

Resolution No. CSD 2011-17

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

10. Approve and adopt the proposed Resolution No. CSD 2011-18 (Zone S);

Resolution No. CSD 2011-18

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2011/2012

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

E.3 PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2011/2012 ANNUAL RATES (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a Public Hearing to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice; and

2. Adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

Resolution No. 2011-56

A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. 2011-57 establishing the appropriations limit at $89,463,807 for the City of Moreno Valley for Fiscal Year 2011-12.

Resolution No. 2011-57

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2011-12

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)

President Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the CSD:

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2011-12; and

2. Adopt Resolution No. CSD 2011-19 establishing the appropriations limit at $14,416,480 for the Moreno Valley Community Services District for Fiscal Year 2011-12.

Resolution No. CSD 2011-19

A Resolution of the Moreno Valley Community Services District Establishing the Appropriations Limit for Fiscal Year 2011-12

Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina
Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.

E.6 A PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA10-0035) TO IMPLEMENT NEW DESIGN

STANDARDS TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT (Report of: Community and Economic Development Department)

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. RECOGNIZE that PA10-0035 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

2. Introduce Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

Motion to Approve and Waive the Reading of the Ordinance by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

E.7 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT - PROJECT NO. 11-41570225 (Report of: Public Works Department)

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Pete Bleckert.

Recommendation: That the City Council:

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

Motion to Approve by m/Council Member William H. Batey II, s/Mayor

Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; That the Acquisition and Taking of the Easements In the Herein-Described Property is Necessary for the Project; That the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024]; and

Resolution No. 2011-58

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easement in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.

ADJOURNED REGULAR MEETING
RECONVENED SPECIAL MEETING

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

None

AGENDA ORDER

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

Radene Ramos Hiers
1. City Manager's salary
2. Soil contamination in District 4
3. Shift of financial responsibility from developers to taxpayers

Marcia Amino
1. City Manager's salary
2. *Bloomberg* article
3. Economic Development Plan

Kenny Bell
1. Jobs
2. Public outbursts at City Council meetings
3. Housing inspections

Pete Bleckert
1. Road Commissioner
2. Edgemont representation
3. Perris Blvd. improvements
4. Electric company missing documents
5. Will do what is necessary to save his reputation

Scott Heveran
1. Public safety
2. Checkpoints
3. Graffiti Removal Program

4. Red light cameras
5. Important to look after our children

Sue Gilchrist
1. Moreno Valley Equestrian Center sound study
2. Roy Rogers Rangers event
3. Claim filed with City Clerk

Deanna Reeder
1. Aquabella Project
2. Skechers
3. Right to speak

AGENDA ORDER

G. REPORTS

G.3 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

President Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for a proposed increase in the CSD Zone D annual parcel charge for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

G.4 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED SUB-ZONES FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE (Report of: Public Works Department)

President Stewart opened the agenda item for public comments, which were received from Jeff Giba (Hidden Springs), Aja Smith (Moreno Valley Ranch), Deanna Reeder (All zones, E3), and Marcia Amino (Hidden Springs).

Recommendation: That the City Council:
Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the mail ballot proceedings for the proposed increase in the

CSD Zone E annual parcel charge for Zone E-1 (TownGate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East) landscape areas.

H. LEGISLATIVE ACTIONS

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
None

Mayor Pro Tem Molina
None

Council Member Co
None

Mayor Stewart
1. Recent murder is suspected to be gang related; extra gang officers have been assigned
2. Hidden Springs Residents Committee meetings
3. Look at cap for CSD zone administrative and inspection fees
4. Landscaping is a local tract issue
5. Congratulated Pete Bleckert for his recent Masonic recognition

CLOSED SESSION - NONE

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:39 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____

Richard A. Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: June 28, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of June 8 – 21, 2011.

Reports on Reimbursable Activities June 8 – 21, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	6/11/11	Masonic Lodge #804 50th Anniversary
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	6/11/11	Masonic Lodge #804 50th Anniversary

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: Waste Management of the Inland Empire FY 2011/2012 Rate Adjustment

RECOMMENDED ACTION

Staff recommends that the City Council approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

BACKGROUND

Waste Management of the Inland Empire has had an exclusive agreement with the City of Moreno Valley for the collection, transportation, recycling, and disposal of solid waste since April of 1991. The terms and conditions of the original contract were renegotiated and adopted on July 1, 2008. As part of this agreement, the Contractor Service Rates are to be adjusted annually to reflect changes in the Consumer Price Index (CPI), disposal (e.g. tipping fees or tonnage increases), changes in service, and extraordinary costs. The City Council has the authority to approve these annual rate adjustments.

DISCUSSION

The franchise agreement with Waste Management of the Inland Empire stipulates that annual CPI adjustment shall be made effective the first day of July of each calendar year and other adjustments such as tipping fees, service costs, and extraordinary costs, shall be made effective as they occur. The agreement with Waste Management states that the CPI shall be derived by multiplying the service component (Waste Management's cost to provide service to Moreno Valley) by the percentage increased or decreased in the CPI for March of the immediate preceding year. The CPI adjustment for FY 2011/2012 of 2.997% and the decrease in household disposal results in a residential service component rate increase of $0.10 per month, per home. The average

pounds per household decreased by 8% for refuse and increased by 3% for green waste

Waste Management, Inc. processes green waste by transporting it to BP John who ultimately transports it to Colmac to be processed as transformation (waste-to-energy). BP John has decreased their cost for processing green waste for FY 2011-12.

Additionally, an additional decrease of $0.03 has been applied to the disposal component to account for the 2010 estimated annual rebate amount for the bulky item program. This rebate is administered by the Riverside County Waste Management Department under a program initiated in 1999 that provides a rebate for waste services program that include bulky item pick-up services. The net effect of the decreased pounds per household and bulky item rebate is a disposal component rate decrease of $0.35 per month, per home.

Accordingly, with a decrease in the disposal component of $0.35 and an increase in the residential service component of $0.45 per month, the new monthly residential rate reflects a total change of an increase of $0.10 and the new rate is $21.21.

Along with an increase attributable to the CPI, there has been an increase in the total tons of commercial waste from 26,751 tons to 26,793 tons, resulting in an overall increase for commercial rates. The attached exhibit shows details of the proposed new fees for FY 2011/2012 for all classifications.

ALTERNATIVES

1. Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

2. Do not approve the Waste Management of the Inland Empire proposed FY 2011/2012 Rate Adjustment. *This could result in Waste Management's inability to continue to perform their service as per the contract specifications and would jeopardize the City's agreement with Waste Management.*

FISCAL IMPACT

The City receives a 12.13% franchise fee on all monies collected by Waste Management of the Inland Empire. Any increase or decrease in rates has a proportionate effect on revenues received by the City. Any decrease in the current rates would negatively affect the general fund.

CITY COUNCIL GOALS

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

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and

executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Publication of the City Council Agenda.

ATTACHMENTS

Exhibit "A": City of Moreno Valley Summary of Refuse/Recycling Rates as of July 1, 2011.

Prepared By:
Ariana Ayala
Management Analyst

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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CITY OF MORENO VALLEY
SUMMARY OF REFUSE/RECYCLING RATES
AS OF JULY 1, 2011

	03/2010	03/2011	Change	% of Change	
CPI	225.48	232.24	6.76	2.997%	2.997%
Total 2010-2011 Service Adjustment					2.997%

CURBSIDE RESIDENTIAL SERVICE

Basic Service		
Single Family Rate	$21.21	
Senior Citizen Discount Rate	$19.09	
Optional Residential Refuse Charges		
"Hard-to-Service" Areas	1.5x approved rate	
Container changes in excess of once per year	$10.26	
Additional bulky item pickup (in excess of one item weekly)	$16.54	minimum
Commercial bin service in lieu of residential curbside collection service	Approved commercial rates	
Additional 35-gallon refuse container	$3.67	/per month
Additional 64-gallon refuse container	$4.77	/ per month
Additional 64-gallon greenwaste container	N/C	
Additional 96-gallon refuse container	$6.36	/ per month
Additional 96-gallon greenwaste container	$5.86	/ per month
Additional 96-gallon recycling container	$2.38	/per month
Per bag charge for trash beyond allowable periodic excess collections	$2.57	
Curbside E-waste pickup (over 3 free)	$16.54	
Temporary bin service (up to 7 days)	$128.20	
Temporary bin service (30 days)	$282.95	
Set up fee	$12.41	

MULTI-FAMILY REFUSE SERVICE

		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	80.77	145.45	206.15	264.94	327.59	388.31
2.0 Cubic Yard	One	93.84	169.04	239.55	307.93	380.71	451.26
3.0 Cubic Yard	One	119.97	216.06	306.34	393.94	486.90	577.15
4.0 Cubic Yard	One	152.87	275.43	390.51	502.24	620.66	735.75
6.0 Cubic Yard	One	193.16	349.76	497.46	641.10	792.90	940.58

COMMERCIAL REFUSE SERVICE

		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	80.77	145.45	206.15	264.94	327.59	388.31
2.0 Cubic Yard	One	93.84	169.04	239.55	307.93	380.71	451.26
3.0 Cubic Yard	One	119.97	216.06	306.34	393.94	486.90	577.15
4.0 Cubic Yard	One	152.87	275.43	390.51	502.24	620.66	735.75
6.0 Cubic Yard	One	193.16	349.76	497.46	641.10	792.90	940.58

COMMERCIAL COMPACTOR SERVICE

(CPI applied to service rate + 3X disposal rate)		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	102.48	188.87	271.28	351.78	436.14	516.56
2.0	One	122.79	226.93	326.39	423.72	525.44	624.94
3.0	One	163.38	302.90	436.59	567.62	704.00	837.67
4.0	One	210.76	391.22	564.19	733.80	910.11	1,083.11

OPTIONAL COMMERCIAL REFUSE CHARGES

Temporary Bin Service (up to 7 days)	$ 128.19
Temporary Bin Service (30 days)	$ 282.95
Extra Empty - First Bin	$ 51.58
Extra Empty Additional Bins	$ 22.11
Handling Charge (Pull Outs)	
Per Month, Per Bin - 16 - 35 Feet	
16-35 Feet	$ 14.87
36-50 Feet	$ 22.30
OVER 51 Feet	$ 29.73
Locking Container	$ 37.17
Restart Fee	$ 44.60
Special Bin/Container Lid	$ 14.67
Overage Fees	$ 51.60
Bin Exchange	$ 74.23
Bulky Item Collection	$ 16.54
Set Up Fee	$ 25.85
Redelivery Fee	$ 51.69

COMMERCIAL RECYCLING SERVICE

		Pick-ups per Week	
Size	QTY	One	Two
All Sizes	One	$ 62.62	$ 125.24

(disposal component = 0)

EXHIBIT A

5/3/20112011 Moreno Valley CPI

Item No. A.4

MV00109540

CITY OF MORENO VALLEY
SUMMARY OF REFUSE/RECYCLING RATES
AS OF JULY 1, 2011

ROLLOFF REFUSE SERVICES

Hauling Fee	$	210.91	+ landfill fees
Compactor Hauling Fee	$	304.87	+ landfill fees
Monthly Minimum Pull Fee (rolloff)	$	210.91	
Monthly Minimum Pull Fee (compactor)	$	304.87	
Temporary Flat Fee (includes 4 tons)	$	367.37	+ landfill fees over 4 tons
C&D Flat Fee (4 includes tons)	$	387.37	+ landfill fees over 4 tons
Co-mingle C&D Haul Fee	$	403.90	+landfill fees
Delivery	$	73.50	
Extra Trip	$	73.50	
Relocation	$	73.50	
Set Up Fee	$	25.85	

CITY OF MORENO VALLEY
SUMMARY OF REFUSE/RECYCLING RATES
AS OF JULY 1, 2011

DISPOSAL COMPONENTS OF RATES

RESIDENTIAL DISPOSAL COMPONENT

		TRASH	GREEN WASTE
Pounds per household per week		49 15	21.99
Pounds-to-tons factor	÷	2,000 00	2,000 00
Monthly factor	x	4 33	4.33
Riverside County landfill rate as of 7/1/11	x	34.37	$29 00
Franchise fee factor	÷	0.8787	0.8787
Monthly Disposal Component for One Residential Household		4.16	$1 57
Less Bulky Good Disposal Credit - 2011 year credit (Est.)		(0 03)	
Total Combined Disposal Rate		5.70	

COMMERCIAL DISPOSAL COMPONENT

	2010	2011	Change
Tonnage	26,751.93	26,793 73	41.80
Disposal Gate Fee	$ 34.37	$ 34.37	
Franchise Fee Factor	87.87%	87.87%	
Total Cost	$ 1,046,391	$ 1,048,026	0.16%

SCHEDULE CALCULATION:
DISPOSAL COMPONENT MULTIPLIED BY SIZE, QUANTITY, AND FREQUENCY

		Pick-ups per Week					
Size	Qty	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	10.85	21.71	32.56	43.42	54.27	65.13
2.0	One	14.47	28.94	43.42	57 90	72.36	86.84
3.0	One	21.71	43.42	65.13	86.84	108 55	130.26
4.0	One	28.94	57 90	86.84	115 78	144.72	173 68
6.0	One	43.42	86.84	130.26	173.68	217 09	260.51

Start here

SERVICE COMPONENT OF RATES
(Rate less Disposal Component)

RESIDENTIAL CURBSIDE SERVICE

Single Family Rate $15.508

COMMERCIAL REFUSE SERVICE

		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	$69.92	$123.74	$173.59	$221.53	$273.32	$323.19
2.0	One	$79.37	$140.10	$196.13	$250.03	$308.35	$364.42
3.0	One	$98.26	$172.65	$241.21	$307.10	$378.35	$446.89
4.0	One	$123.93	$217.54	$303.67	$386.46	$475.94	$562.07
6.0	One	$149.75	$262.92	$367.20	$467.42	$575 81	$680.07

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

4. Accept the improvements into the City's maintained road system.

BACKGROUND

On January 11, 2011, the City Council awarded the construction contract to Mamco, Inc. for the Dracaea Avenue Sidewalk Improvements project. A purchase order in the amount of $148,898.99 (the bid amount of $119,119.19 plus 25% contingency of $29,779.80) was issued to the Contractor. A Notice-to-Proceed was issued to the Contractor to start the construction on March 28, 2011.

DISCUSSION

Mamco, Inc. completed the construction of Dracaea Avenue Sidewalk Improvements on May 6, 2011. The project provided the unimproved area on the north side of Dracaea Avenue between Morrison Street and Mascot Lane with new curb, gutter, sidewalk, and asphalt concrete pavement. The project also reconstructed the access ramp on the northeast corner of Dracaea Avenue and Morrison Street and two access ramps at the Valley View High School entrance on Dracaea Avenue. The project enhances safety for students walking to and from Mountain View Middle School and Valley View High School.

The Contractor completed the project at a total construction cost of $130,193.34 inclusive of Contract Change Orders No. 1 and No. 2 of $11,074.15. The final contract total cost did not exceed the approved purchase order amount of $148,898.99. The project was completed ahead of schedule, within budget, and in accordance with project's contract documents.

ALTERNATIVES

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and accept the improvements into the City's maintained road system. *This alternative will result in payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and is financed by Measure A (Fund 125) and SR2S grant which reimburses up to 82% of the project's costs There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Funds (Account No. 125.67129)	$238,710
SR2S Grant	$210,000
Local Match (Measure A, Fund 125)	$28,710
Total Available Funds	$238,710

PROJECT'S COSTS:

In-House Design	$38,000.00
Construction	$130,194.00
Construction Surveying and Geotechnical/Material Testing	$13,550.00
City Staff Construction Administration/Engineering and Inspection	$25,000.00
Total Project's Costs	$206,744.00

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvement are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project improves the north side of Dracaea Avenue between Morrison Street and Mascot Lane to provide sidewalk, curb and gutter, pavement, access ramp replacement, and enhance safety for students and drivers. The City Council is requested to approve the award of the construction contract to Mamco, Inc.

ATTACHMENTS

Attachment "A" – Location Map

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Quang- 10-12567129 - Dracaea Avenue Sidewalk Improvememts (SR2S)\CC Reports\Notice of Completion\NOC staff report CC 6-28-11.doc

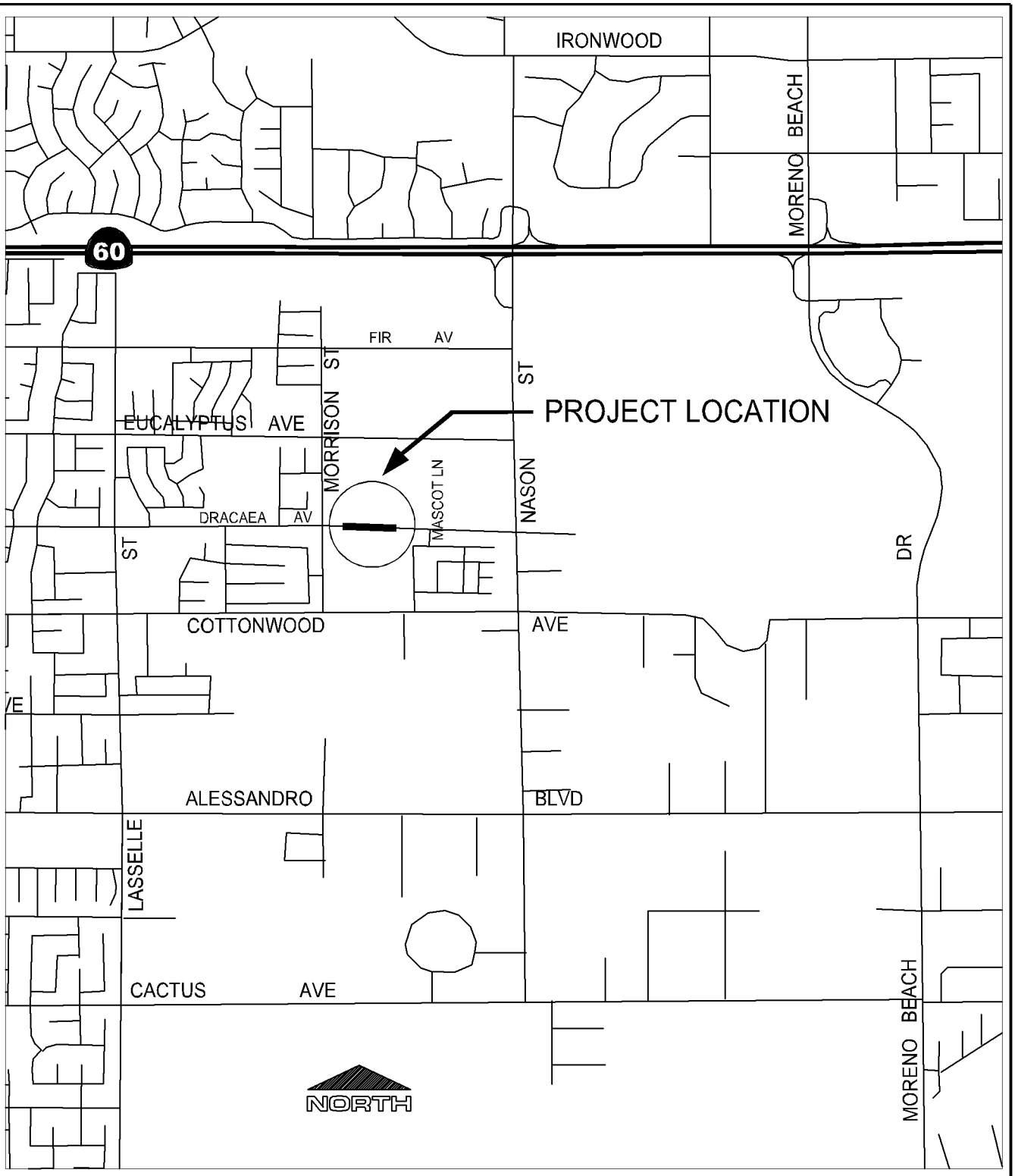

SIDEWALK IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

DRACAEA AVENUE
BETWEEN MORRISON ST. AND MASCOT LN.
PROJECT NO. 10-12567129

ATTACHMENT "A"

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: June 28, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR APRIL, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

DISCUSSION

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of $25,000 or greater, followed by a listing in alphabetical order of all checks less than $25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-63
Check Register for Month of April, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-63

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
APPROVING THE CHECK REGISTER
FOR THE MONTH OF APRIL, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period April 1, 2011 through April 30, 2011, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period April 1, 2011 through April 30, 2011, in the total amount of $13,104,818.91 is approved.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS IN THE AMOUNT OF $25,000 OR GREATER

AEI-CASC ENGINEERING			Remit to: **COLTON**	**CA**
4/4/2011	882398	184,125.49		
			CONSULTING SVCS-WQMP	1,917.60
			CONSULTING SVCS-WQMP	1,462.25
			IRONWD AVE/DAY ST-BARCLAY PROJ	80,003.98
			IRONWD AVE/DAY ST-BARCLAY PROJ	100,741.66
	Vendor Total	**184,125.49**		
FYTD for AEI-CASC ENGINEERING		**224,603.69**		
AFTERSCHOOL STORE.COM			Remit to: **PALMDALE**	**CA**
4/18/2011	207426	42,567.48		
			AFTERSCHOOL SNACKS-STARS	32,382.10
			AFTERSCHOOL SNACKS-STARS	10,185.38
	Vendor Total	**42,567.48**		
FYTD for AFTERSCHOOL STORE.COM		**276,744.34**		
BARCO ASSIGNMENTS LTD.			Remit to: **BELLEVILLE, ST MICHA**	*****
4/11/2011	207321	260,696.00		
			SETTLEMENT-ANNUITY PURCH.	260,696.00
	Vendor Total	**260,696.00**		
FYTD for BARCO ASSIGNMENTS LTD.		**260,696.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.			Remit to: **SAN CLEMENTE**	**CA**
4/25/2011	882582	40,984.18		
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT A	850.50
			LANDSCAPE MAINT-SCE/OLD LAKE R	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-STARS	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			LANDSCAPE MAINT-E4	85.00
	Vendor Total	**40,984.18**		
FYTD for BEMUS LANDSCAPE, INC.		**472,744.47**		
BURKE, WILLIAMS & SORENSEN, LLP.			Remit to: **LOS ANGELES**	**CA**
4/11/2011	882489	26,191.50		
			LEGAL SERVICES-HR	13,946.64
			LEGAL SERVICES-HR	12,159.36
			LEGAL SERVICES-HR	85.50
	Vendor Total	**26,191.50**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		**73,196.30**		
BURLINGTON COAT FACTORY			Remit to: **BURLINGTON**	**NJ**
4/7/2011	110404	75,000.00		
			PARTICIPATION AGREEMNT FY09-10	75,000.00
	Vendor Total	**75,000.00**		
FYTD for BURLINGTON COAT FACTORY		**75,000.00**		
CARBULLIDO, BETTY ANN			Remit to: **MORENO VALLEY**	**CA**
4/11/2011	207326	38,351.00		
			PROP IMPRVMNT/SEVERANCE DMGS	38,351.00
	Vendor Total	**38,351.00**		
FYTD for CARBULLIDO, BETTY ANN		**38,351.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.T. ENVIRONMENTAL			Remit to: **HERMOSA BEACH**	**CA**
4/11/2011	207346	39,290.00		
			REFUND-PLANNING FEES	39,290.00
	Vendor Total	**39,290.00**		
FYTD for E.T. ENVIRONMENTAL		**63,800.00**		
EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS**	**CA**
4/25/2011	207532	28,549.43		
			WATER CHARGES	1,033.71
			WATER CHARGES	932.37
			WATER CHARGES	239.44
			WATER CHARGES	733.91
			WATER CHARGES	4,598.96
			WATER CHARGES	1,180.38
			WATER CHARGES	1,228.84
			WATER CHARGES	2,343.62
			WATER CHARGES	2,364.68
			WATER CHARGES	5,773.44
			WATER CHARGES	1,270.84
			WATER CHARGES	185.90
			WATER CHARGES	758.04
			WATER CHARGES	1,705.64
			WATER CHARGES	128.80
			WATER CHARGES	1,024.99
			WATER CHARGES	684.76
			WATER CHARGES	181.24
			WATER CHARGES	277.79
			WATER CHARGES	240.58
			WATER CHARGES	242.13
			WATER CHARGES	900.43
			WATER CHARGES	518.94
	Vendor Total	**28,549.43**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,172,152.33**		
EMPLOYMENT DEVELOPMENT DEPARTMENT			Remit to:	
4/8/2011	2837	34,615.52		
			STATE INCOME TAX W/H 4/8/11	34,615.52
4/22/2011	2845	33,052.64		
			STATE INCOME TAX W/H 4/22/11	33,052.64
	Vendor Total	**67,668.16**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		**907,814.88**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
H & H GENERAL CONTRACTORS			Remit to: **HIGHLAND** **CA**	
4/11/2011	207359	360,254.52		
			MV UTIL. PROJ CONSTRUCT. SVCS	155,997.90
			MV UTIL. PROJ CONSTRUCT. SVCS	204,256.62
	Vendor Total	**360,254.52**		
FYTD for H & H GENERAL CONTRACTORS		**844,928.64**		
INLAND EMPIRE SMALL BUSINESS DEV.CENTER			Remit to: **SAN BERNARDINO** **CA**	
4/18/2011	207453	25,000.00		
			BUSINESS COUNSELING SVCS-EDD	12,500.00
			BUSINESS COUNSELING SVCS-EDD	12,500.00
	Vendor Total	**25,000.00**		
FYTD for INLAND EMPIRE SMALL BUSINESS DEV.CENTER		**35,000.00**		
INTERNAL REVENUE SERVICE			Remit to:	
4/8/2011	2836	138,895.21		
			FED INCOME TAX W/H 4/8/11	138,895.21
4/22/2011	2844	134,396.63		
			FED INCOME TAX W/H 4/22/11	134,396.63
	Vendor Total	**273,291.84**		
FYTD for INTERNAL REVENUE SERVICE		**2,921,441.54**		
KDM MERIDIAN, INC.			Remit to: **LAKE FOREST** **CA**	
4/18/2011	882546	36,515.00		
			ADA COMPLIANT CURB RAMP UPGRDS	33,044.00
			DAY ST WIDENING/EUCALYPTUS AVE	3,471.00
	Vendor Total	**36,515.00**		
FYTD for KDM MERIDIAN, INC.		**57,657.50**		
LAW OFFICES OF GARY S. BENNETT			Remit to: **LAGUNA HILLS** **CA**	
4/11/2011	207371	350,000.00		
			SETTLEMENT	350,000.00
	Vendor Total	**350,000.00**		
FYTD for LAW OFFICES OF GARY S. BENNETT		**350,000.00**		
LIM & NASCIMENTO ENGINEERING CORP.			Remit to: **CHICAGO** **IL**	
4/25/2011	207548	61,073.05		
			PERRIS BL WIDENING FROM RAM XP	26,828.35
			PERRIS BL WIDENING FROM RAM XP	34,244.70
	Vendor Total	**61,073.05**		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		**306,370.89**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY			Remit to: **HEMET**	**CA**
4/18/2011	207463	52,255.92		
			ELECTRICITY	132.28
			ELECTRICITY	828.31
			ELECTRICITY	237.64
			ELECTRICITY	1,716.70
			ELECTRICITY	9,392.16
			ELECTRICITY	9,244.95
			ELECTRICITY	2,488.25
			ELECTRICITY	4,581.85
			ELECTRICITY	709.58
			ELECTRICITY	1,666.13
			ELECTRICITY	12,115.51
			ELECTRICITY	7,028.53
			ELECTRICITY	191.01
			ELECTRICITY	126.81
			ELECTRICITY	81.52
			ELECTRICITY	61.14
			ELECTRICITY	61.14
			ELECTRICITY	127.77
			ELECTRICITY	68.06
			ELECTRICITY	1,396.58
	Vendor Total	**52,255.92**		
FYTD for MORENO VALLEY UTILITY		**686,120.43**		
NOBLE AMERICAS ENERGY SOLUTIONS			Remit to: **PASADENA**	**CA**
4/11/2011	207381	76,719.98		
			ENERGY SERVICE CHARGES	76,719.98
	Vendor Total	**76,719.98**		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		**239,874.64**		
ORANGE COAST TITLE COMPANY			Remit to: **ONTARIO**	**CA**
4/21/2011	110409	29,600.00		
			J.&F.MACIAS-13811 BELLCREST CT	29,600.00
	Vendor Total	**29,600.00**		
FYTD for ORANGE COAST TITLE COMPANY		**935,258.54**		
PERS HEALTH INSURANCE			Remit to: **SACRAMENTO**	**CA**
4/7/2011	110402	215,157.99		
			EMPLOYEE HEALTH INS 4/7/11	215,157.99
	Vendor Total	**215,157.99**		
FYTD for PERS HEALTH INSURANCE		**2,031,678.25**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT				Remit to: **SACRAMENTO** **CA**	
	4/1/2011	2829	205,782.18		
				PERS RETIREMENT 4/1/11	205,782.18
	4/15/2011	2838	201,566.16		
				PERS RETIREMENT 4/15/11	201,566.16
	4/29/2011	2847	202,150.80		
				PERS RETIREMENT 4/29/11	202,150.80
	Vendor Total		**609,499.14**		
FYTD for PERS RETIREMENT			**4,397,013.92**		
RIV CO FLOOD CONTROL & WATER CONSERVATN				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207393	75,959.62		
				COST SHARING CONSULTANT SVCS	75,959.62
	Vendor Total		**75,959.62**		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN			**94,419.22**		
RIVERSIDE CONSTRUCTION COMPANY, INC				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	882457	366,115.50		
				IRONWD AVE ST/STORM DRAIN PROJ	47,350.80
				IRONWD AVE ST/STORM DRAIN PROJ	78,161.10
				IRONWD AVE ST/STORM DRAIN PROJ	21,707.87
				IRONWD AVE ST/STORM DRAIN PROJ	218,895.73
	4/18/2011	882561	239,056.20		
				IRONWD AVE-DAY TO BARCLAY PROJ	239,056.20
	4/7/2011	110405	40,679.50		
				RETENTN PYMT PER ESCROW AGRMNT	40,679.50
	4/26/2011	110410	26,561.80		
				RETENTN PYMT PER ESCROW AGRMNT	26,561.80
	Vendor Total		**672,413.00**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC			**2,955,545.50**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF				Remit to: **RIVERSIDE**	**CA**
	4/4/2011	882458	2,459,147.63		
				CONTRACT LAW ENF BILL #6	44,075.23
				CONTRACT LAW ENF BILL #6	237.06
				CONTRACT LAW ENF BILL #6	1,312,933.23
				CONTRACT LAW ENF BILL #6	52,725.78
				CONTRACT LAW ENF BILL #6	352,615.20
				CONTRACT LAW ENF BILL #6	6,281.44
				CONTRACT LAW ENF BILL #6	74,918.51
				CONTRACT LAW ENF BILL #6	2,490.89
				CONTRACT LAW ENF BILL #6	72,093.73
				CONTRACT LAW ENF BILL #6	1,855.04
				CONTRACT LAW ENF BILL #6	168,256.47
				CONTRACT LAW ENF BILL #6	1,765.28
				CONTRACT LAW ENF BILL #6	267,159.75
				CONTRACT LAW ENF BILL #6	759.44
				CONTRACT LAW ENF BILL #6	31,712.20
				CONTRACT LAW ENF BILL #6	278.96
				CONTRACT LAW ENF BILL #6	43,707.80
				CONTRACT LAW ENF BILL #6	16,037.89
				CONTRACT LAW ENF BILL #6	8,730.69
				CONTRACT LAW ENF BILL #6	513.04
	4/25/2011	882603	2,441,375.63		
				CONTRACT LAW ENF BILL #7	44,007.15
				CONTRACT LAW ENF BILL #7	579.56
				CONTRACT LAW ENF BILL #7	1,303,845.01
				CONTRACT LAW ENF BILL #7	58,853.78
				CONTRACT LAW ENF BILL #7	353,934.83
				CONTRACT LAW ENF BILL #7	5,401.44
				CONTRACT LAW ENF BILL #7	74,676.21
				CONTRACT LAW ENF BILL #7	7,427.17
				CONTRACT LAW ENF BILL #7	69,736.59
				CONTRACT LAW ENF BILL #7	1,097.36
				CONTRACT LAW ENF BILL #7	170,179.66
				CONTRACT LAW ENF BILL #7	3,308.80
				CONTRACT LAW ENF BILL #7	247,910.12
				CONTRACT LAW ENF BILL #7	7,420.87
				CONTRACT LAW ENF BILL #7	34,151.60
				CONTRACT LAW ENF BILL #7	221.76
				CONTRACT LAW ENF BILL #7	40,104.61
				CONTRACT LAW ENF BILL #7	2,451.61
				CONTRACT LAW ENF BILL #7	11,096.84
				CONTRACT LAW ENF BILL #7	4,690.82
				CONTRACT LAW ENF BILL #7	279.84
	Vendor Total		**4,900,523.26**		
FYTD for RIVERSIDE COUNTY SHERIFF			**22,414,946.15**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN PEDRO SIGN COMPANY				Remit to: **WILMINGTON** **CA**	
	4/18/2011	207499	285,300.00		
				AUTO MALL PYLON SIGN PROJECT	285,300.00
	Vendor Total		**285,300.00**		
FYTD for SAN PEDRO SIGN COMPANY			**285,300.00**		
SOCAL ENGINEERS, INC.				Remit to: **IRVINE** **CA**	
	4/18/2011	207481	85,257.00		
				SUNNYMD RNCH PKWY TRAF SIGNAL	85,257.00
	Vendor Total		**85,257.00**		
FYTD for SOCAL ENGINEERS, INC.			**85,257.00**		
SOCO GROUP, INC				Remit to: **PERRIS** **CA**	
	4/25/2011	882605	32,478.71		
				FUEL PURCHASE	6,815.54
				FUEL PURCHASE	9,014.77
				FUEL PURCHASE	8,386.38
				FUEL PURCHASE	8,262.02
	Vendor Total		**32,478.71**		
FYTD for SOCO GROUP, INC			**276,538.25**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **FULLERTON**	**CA**
4/4/2011	207278	114,000.00		
			TUBULAR STEEL POLE-RELOC/INSTL	114,000.00
4/4/2011	207279	27,725.95		
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	3,142.37
			WDAT CHARGES-GLOBE	7,038.45
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	1,825.29
			WDAT CHARGES-SUBSTATION	10,447.31
4/18/2011	207483	152,532.56		
			ELECTRICITY	664.21
			ELECTRICITY	114.73
			ELECTRICITY	254.29
			ELECTRICITY	65.01
			ELECTRICITY	823.16
			ELECTRICITY	1,047.87
			ELECTRICITY	139.68
			ELECTRICITY	2,238.58
			ELECTRICITY	966.67
			ELECTRICITY	862.78
			ELECTRICITY	2,637.15
			ELECTRICITY	136.87
			ELECTRICITY	1,163.42
			ELECTRICITY	21.11
			ELECTRICITY	95,903.97
			ELECTRICITY	40,204.60
			ELECTRICITY	4,906.38
			ELECTRICITY	85.91
			ELECTRICITY	44.03
			ELECTRICITY	23.51
			ELECTRICITY	45.97
			ELECTRICITY	64.02
			ELECTRICITY	73.51
			ELECTRICITY	45.13
4/25/2011	207576	34,199.13		
			ELECTRICITY	388.10
			ELECTRICITY	14,146.73
			ELECTRICITY	183.21
			ELECTRICITY	5,328.34
			ELECTRICITY	2,370.54
			ELECTRICITY	19.24
			ELECTRICITY	568.84
			ELECTRICITY	1,935.06
			ELECTRICITY	765.80
			ELECTRICITY	125.22
			ELECTRICITY	4,700.59
			ELECTRICITY	201.64
			ELECTRICITY	164.31
			ELECTRICITY	1,698.21
			ELECTRICITY	251.98
			ELECTRICITY	459.40
			ELECTRICITY	518.60

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	163.67
			ELECTRICITY	178.13
			ELECTRICITY	31.52
	Vendor Total	328,457.64		
FYTD for SOUTHERN CALIFORNIA EDISON		3,827,097.62		
STANDARD INSURANCE CO			Remit to: **PORTLAND**	**OR**
4/11/2011	207409	30,531.49		
			LIFE & DISABILITY INSURANCE	11,869.75
			LIFE & DISABILITY INSURANCE	18,525.04
			LIFE & DISABILITY INSURANCE	136.70
	Vendor Total	30,531.49		
FYTD for STANDARD INSURANCE CO		324,579.61		
U.S. BANK/CALCARDS			Remit to: **ST. LOUIS**	**MO**
4/13/2011	110406	65,032.15		
			CALCARD PYMT CYCLE END 4/7/11	65,032.15
4/28/2011	110411	117,455.41		
			CALCARD PYMT CYCLE END 4/22/11	117,455.41
	Vendor Total	182,487.56		
FYTD for U.S. BANK/CALCARDS		1,736,073.17		
WELLS FARGO CORPORATE TRUST			Remit to: **LOS ANGELES**	**CA**
4/25/2011	110407	997,737.74		
			2005 LRB SEMI-ANNL DEBT SVC	997,737.74
4/25/2011	110408	1,115,985.66		
			2007 TAX LRB SEMI-ANNL DBT SVC	1,115,985.66
	Vendor Total	2,113,723.40		
FYTD for WELLS FARGO CORPORATE TRUST		8,873,003.56		
WEST COAST STRUCTURES INC			Remit to: **RIVERSIDE**	**CA**
4/4/2011	207299	28,885.27		
			SUNNYMD BLVD PED ACCESS RAMP	28,885.27
	Vendor Total	28,885.27		
FYTD for WEST COAST STRUCTURES INC		28,885.27		
WRCRCA			Remit to: **RIVERSIDE**	**CA**
4/18/2011	207497	96,052.93		
			RESIDENT & COMM./INDUSTR FEES	5,740.00
			RESIDENT & COMM./INDUSTR FEES	90,312.93
	Vendor Total	96,052.93		
FYTD for WRCRCA		1,373,203.61		
	Subtotal	11,724,860.56		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)

CHECKS LESS THAN $25,000

COMPASS BANK				Remit to: **MORENO VALLEY**	**CA**
	4/18/2011	207421	154.51		
				REFUND-FALSE ALARM FEE	120.00
				REFUND-FALSE ALARM FEE	34.51
	Vendor Total		**154.51**		
FYTD for COMPASS BANK			**154.51**		
ROY, PATRICIA/PHILLIP				Remit to: **MORENO VALLEY**	**CA**
	4/25/2011	207500	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for ROY, PATRICIA/PHILLIP			**50.00**		
SMITH, NICKY				Remit to: **MORENO VALLEY**	**CA**
	4/18/2011	207422	152.80		
				REFUND-PICNIC SHLTR FEE	152.80
	Vendor Total		**152.80**		
FYTD for SMITH, NICKY			**152.80**		
99 CENT BARGAIN MART				Remit to: **MORENO VALLEY**	**CA**
	4/25/2011	207501	78.62		
				REFUND-BUS LIC OVRPMT	78.62
	Vendor Total		**78.62**		
FYTD for 99 CENT BARGAIN MART			**78.62**		
A & I REPROGRAPHICS	**2406362**			Remit to: **ONTARIO**	**CA**
	4/18/2011	207423	113.12		
				RPRGRPHC SVCS-60/NASON BRIDGE	45.15
				RPRGRPHC SVCS-BRIDGE MAINT.	654.57
				RPRGRPHC SVCS-BRIDGE MAINT.	-665.44
				RPRGRPHC SVCS-BRIDGE MAINT.	78.84
	4/25/2011	207502	482.98		
				RPRGRPHC SVCS-SHADOW MTN PARK	27.19
				RPRGRPHC SVCS-SR60/NASON INTER	455.79
	Vendor Total		**596.10**		
FYTD for A & I REPROGRAPHICS	**2406362**		**25,160.55**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
A N R INDUSTRIES, INC			Remit to: **SANTA FE SPRINGS CA**	
4/18/2011	207424	15,862.16		
			REHAB COSTS-24105 ROTHBURY DR	15,862.16
	Vendor Total	**15,862.16**		
FYTD for A N R INDUSTRIES, INC		**346,877.51**		
ACCESS SECURITY CONTROLS INT., INC.			Remit to: **TEMECULA CA**	
4/11/2011	207307	75.00		
			MONITORING SVCS-ERC	75.00
4/18/2011	207425	150.00		
			MONITORING SVCS-FAC STORAGE	75.00
			MONITORING SVCS-SNNYMD ELEM	75.00
	Vendor Total	**225.00**		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		**5,267.00**		
ACCOUNTEMPS			Remit to: **SAN FRANCISCO CA**	
4/11/2011	207308	2,225.74		
			TEMP SVCS-V ARGUTA W/E 3/11/11	2,225.74
	Vendor Total	**2,225.74**		
FYTD for ACCOUNTEMPS		**29,538.36**		
ADAMS, MARK L.			Remit to: **REDLANDS CA**	
4/4/2011	882396	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for ADAMS, MARK L.		**3,187.30**		
ADDICTION MEDICINE CONSULTANTS, INC.			Remit to: **REDLANDS CA**	
4/11/2011	207309	55.00		
			DRUG/ALCOHOL TESTING PRGM	55.00
	Vendor Total	**55.00**		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.		**1,430.00**		
ADLERHORST INTERNATIONAL INC.			Remit to: **RIVERSIDE CA**	
4/4/2011	882397	283.34		
			K9 TRAINING-PD	283.34
	Vendor Total	**283.34**		
FYTD for ADLERHORST INTERNATIONAL INC.		**19,744.09**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADMINSURE				Remit to: **DIAMOND BAR** **CA**	
	4/11/2011	207310	2,600.00		
				WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total		**2,600.00**		
FYTD for ADMINSURE			**26,000.00**		
ADVANCED ELECTRIC				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207180	883.00		
				ELECTRIC REPAIRS-PARKS	130.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	135.00
				ELECTRIC REPAIRS-PARKS	66.00
				ELECTRIC REPAIRS-PARKS	215.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	62.00
				ELECTRIC REPAIRS-PARKS	89.00
	4/11/2011	207311	9,214.00		
				ELECTRIC REPAIRS-CONF & REC CT	6,205.00
				ELECTRIC REPAIRS-SENIOR CTR	891.00
				ELECTRIC REPAIRS-STARS BLDG	1,740.00
				ELECTRIC REPAIRS-POLICE	248.00
				ELECTRIC REPAIRS-POLICE	6.00
				ELECTRIC REPAIRS-PSB	124.00
	4/25/2011	207503	237.00		
				LIGHT REPAIRS-GOLF COURSE	237.00
	Vendor Total		**10,334.00**		
FYTD for ADVANCED ELECTRIC			**79,838.60**		
ADVANTAGE BUSINESS EQUIPMENT, INC				Remit to: **SAN DIEGO** **CA**	
	4/11/2011	882484	154.31		
				BLANK CHECK STOCK-FINANCE	1.38
				BLANK CHECK STOCK-FINANCE	152.93
	4/25/2011	882576	356.14		
				WYCOM SIGNATURE CHANGE	356.14
	Vendor Total		**510.45**		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC			**2,077.95**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AEI-CASC ENGINEERING				Remit to: **COLTON** **CA**	
	4/18/2011	882533	10,719.58		
				IRONWD AVE/DAY ST-BARCLAY PROJ	2,853.09
				IRONWD AVE/DAY ST-BARCLAY PROJ	7,866.49
	4/25/2011	882577	18,499.58		
				CONSULTING SVCS-WQMP	543.75
				CONSULTING SVCS-WQMP	1,917.60
				BOX SPRINGS RD IMPRVMNTS PROJ	16,038.23
	Vendor Total		**29,219.16**		
FYTD for AEI-CASC ENGINEERING			**224,603.69**		
AHLERS, ROSCEAL				Remit to: **HEMET** **CA**	
	4/11/2011	207312	190.00		
				INSTRUCTIONAL SVCS-5 DAYS	190.00
	Vendor Total		**190.00**		
FYTD for AHLERS, ROSCEAL			**1,216.00**		
ALICEA, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207427	156.06		
				MILEAGE REIMBURSEMENT	78.54
				MILEAGE REIMBURSEMENT	77.52
	Vendor Total		**156.06**		
FYTD for ALICEA, RICHARD			**959.10**		
ALLIANZ LIFE INSURANCE CO				Remit to: **NEWARK** **NJ**	
	4/11/2011	207313	75.00		
				NON-EXEMPT ANNUITY	75.00
	Vendor Total		**75.00**		
FYTD for ALLIANZ LIFE INSURANCE CO			**750.00**		
ALTERNATIVES TO DOMESTIC VIOLENCE				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207314	1,722.57		
				CDBG FUNDED SVCS-DOM VIOL	1,722.57
	4/18/2011	207428	1,904.85		
				CDBG SVCS-DOM VIOL SVCS	1,904.85
	Vendor Total		**3,627.42**		
FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE			**7,084.67**		
ALTOVA, INC				Remit to: **BEVERLY** **MA**	
	4/4/2011	207181	1,013.91		
				MISSIONKIT SOFTWARE-TECH SVCS	1,013.91
	Vendor Total		**1,013.91**		
FYTD for ALTOVA, INC			**1,013.91**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALVAREZ, EDDIE				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207182	450.00		
				REFUND-RNTL DEP 3/21/11	450.00
	Vendor Total		**450.00**		
FYTD for ALVAREZ, EDDIE			**450.00**		
ALVAREZ, JUAN C				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207504	210.00		
				SPORTS OFFICIATING SVCS	70.00
				SPORTS OFFICIATING SVCS	70.00
				SPORTS OFFICIATING SVCS	70.00
	Vendor Total		**210.00**		
FYTD for ALVAREZ, JUAN C			**210.00**		
AMERICAN BUILDING MAINTENANCE CO				Remit to: **LOS ANGELES** **CA**	
	4/4/2011	207183	45.12		
				REFUND-BUS LIC OVRPMT	45.12
	Vendor Total		**45.12**		
FYTD for AMERICAN BUILDING MAINTENANCE CO			**45.12**		
AMERICAN FORENSIC NURSES				Remit to: **PALM SPRINGS** **CA**	
	4/4/2011	882399	2,290.08		
				BLOOD DRAWS-PD	41.08
				BLOOD DRAWS-PD	2,249.00
	4/11/2011	882485	2,659.12		
				BLOOD DRAWS-PD	2,659.12
	4/25/2011	882578	2,382.12		
				BLOOD DRAWS-PD	82.16
				BLOOD DRAWS-PD	713.82
				BLOOD DRAWS-PD	1,586.14
	Vendor Total		**7,331.32**		
FYTD for AMERICAN FORENSIC NURSES			**29,072.34**		
AMERICAN QUICK PRINTING				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	882486	543.75		
				PRINTING SVCS-FIRE	543.75
	Vendor Total		**543.75**		
FYTD for AMERICAN QUICK PRINTING			**2,955.83**		
AMERICAN TOWERS				Remit to: **CHARLOTTE** **NC**	
	4/11/2011	207315	2,573.48		
				ATC TOWER LEASE-BOX SPRINGS	2,573.48
	Vendor Total		**2,573.48**		
FYTD for AMERICAN TOWERS			**18,014.36**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMTECH ELEVATOR SERVICES			Remit to: **ANAHEIM** **CA**	
4/11/2011	207316	121.92		
			ELEVATOR SVCS-CITY HALL	121.92
Vendor Total		**121.92**		
FYTD for AMTECH ELEVATOR SERVICES		**1,744.18**		
ANAYA, KIM REYE			Remit to: **REDLANDS** **CA**	
4/18/2011	207429	297.46		
			TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
Vendor Total		**297.46**		
FYTD for ANAYA, KIM REYE		**537.36**		
ANIMAL EMERGENCY CLINIC, INC.			Remit to: **GRAND TERRACE** **CA**	
4/25/2011	882579	145.00		
			EMERGENCY VET SVCS-ANML SHLTR	75.00
			EMERGENCY VET SVCS-ANML SHLTR	70.00
Vendor Total		**145.00**		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		**2,335.00**		
ANIMAL PEST MANAGEMENT SERVICES, INC.			Remit to: **CHINO** **CA**	
4/18/2011	207430	1,790.00		
			PEST CNTRL SVC-PARKS	665.00
			PEST CNTRL SVC-PARKS	255.00
			PEST CNTRL SVC-MVEC/MARCH FLD	330.00
			PEST CNTRL SVC-PAL	100.00
			PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF CTR	180.00
			PEST CNTRL SVC-STARS	100.00
Vendor Total		**1,790.00**		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		**17,900.00**		
ARCHIPELAGO LIGHTING			Remit to: **MONTCLAIR** **CA**	
4/18/2011	882534	2,163.63		
			6' & 8' STREET SIGN KITS	2,163.63
Vendor Total		**2,163.63**		
FYTD for ARCHIPELAGO LIGHTING		**99,044.22**		
ARCHIVE MANAGEMENT SERVICE			Remit to: **RIVERSIDE** **CA**	
4/25/2011	882580	1,374.39		
			OFFSITE STORAGE-CITY CLERKS	1,374.39
Vendor Total		**1,374.39**		
FYTD for ARCHIVE MANAGEMENT SERVICE		**13,900.57**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARMANDO'S MEXICAN FOOD			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207184	22.22		
			REFUND-BUS LIC OVRPMT	22.22
	Vendor Total	**22.22**		
FYTD for ARMANDO'S MEXICAN FOOD		**22.22**		
ARROWHEAD WATER			Remit to: **COLTON** **CA**	
4/4/2011	207185	175.02		
			WATER PURIF RNTL-ANML SHLTR	50.02
			WATER PURIF RNTL-SENIOR CTR	25.00
			WATER PURIF RNTL-SPCL DIST	25.00
			WATER PURIF RNTL-TS ANNEX	25.00
			WATER PURIF RNTL-FAC ANNEX	25.00
			WATER PURIF RNTL-CONF & REC CT	25.00
4/11/2011	207317	25.00		
			WATER PURIF RNTL-STARS	25.00
4/18/2011	207431	25.00		
			WATER PURIF RNTL-EOC	25.00
	Vendor Total	**225.02**		
FYTD for ARROWHEAD WATER		**5,590.43**		
ASSISTANCE LEAGUE OF RIVERSIDE			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207318	10,000.00		
			CDBG FUNDED SVCS-CLOTHING PRGM	10,000.00
	Vendor Total	**10,000.00**		
FYTD for ASSISTANCE LEAGUE OF RIVERSIDE		**20,000.00**		
AT & T STATE CALLING SERVICE			Remit to: **CAROL STREAM** **IL**	
4/18/2011	207432	4.48		
			PHONE CHARGES	4.48
	Vendor Total	**4.48**		
FYTD for AT & T STATE CALLING SERVICE		**7.87**		
AT&T MOBILITY			Remit to: **CAROL STREAM** **IL**	
4/4/2011	207186	91.98		
			CELL PHONE SVCS-PD MBL CMND CT	91.98
	Vendor Total	**91.98**		
FYTD for AT&T MOBILITY		**918.74**		
AT&T/MCI			Remit to: **WEST SACRAMENTO** **CA**	
4/4/2011	207187	183.36		
			COMMUNICATION SVCS-PD	183.36
	Vendor Total	**183.36**		
FYTD for AT&T/MCI		**1,834.74**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AV GRAPHICS, INC.				Remit to: **LOS ANGELES** **CA**	
	4/25/2011	207505	2,630.63		
				ADMIN CITATIONS-PD	2,555.63
				ADMIN CITATIONS-SHIPPING	75.00
	Vendor Total		**2,630.63**		
FYTD for AV GRAPHICS, INC.			**5,325.63**		
AYALA, NANNERL A.				Remit to: **RIVERSIDE** **CA**	
	4/18/2011	207433	53.55		
				MILEAGE REIMBURSEMENT	53.55
	Vendor Total		**53.55**		
FYTD for AYALA, NANNERL A.			**563.49**		
AYARS, MARGARET E.				Remit to: **YUCAIPA** **CA**	
	4/4/2011	882400	318.73		
				APR '11, PD APR '11	318.73
	Vendor Total		**318.73**		
FYTD for AYARS, MARGARET E.			**3,506.03**		
B & H PHOTO - VIDEO, INC.				Remit to: **NEW YORK** **NY**	
	4/11/2011	207319	15,575.70		
				CAMERAS-MEDIA	9,585.00
				MEMORY CARDS-MEDIA	1,122.00
				MEMORY CARDS-MEDIA	885.00
				BATTERIES-MEDIA	375.00
				LED LIGHTS-MEDIA	194.85
				MOUNT-MEDIA	84.00
				CASES-MEDIA	298.00
				ROD SUPPORT-MEDIA	379.00
				CAMERA KIT-MEDIA	1,300.00
				MEMORY CARD-MEDIA	344.00
				CHARGERS-MEDIA	485.85
				ACHRO DIOPTER-MEDIA	449.00
				SALES TAX-MEDIA	1,356.40
				STEP-UP RING-MEDIA	74.00
				SALES TAX-MEDIA	6.48
				USED TAX ACCRUAL-MEDIA	-1,356.40
				USED TAX ACCRUAL-MEDIA	-6.48
	4/25/2011	207506	3,758.30		
				DIGITAL VOICE RECORDERS-PD	3,758.30
				DIGITAL VOICE RECORDERS-SALES	328.85
				USED TAX ACCRUAL-PD	-328.85
	Vendor Total		**19,334.00**		
FYTD for B & H PHOTO - VIDEO, INC.			**19,334.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BACHER, GRACE				Remit to: **HEMET** **CA**	
	4/4/2011	207188	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for BACHER, GRACE			**3,108.52**		
BALANCIER, EARL				Remit to: **PERRIS** **CA**	
	4/11/2011	207320	684.00		
				INSTRUCTIONAL SVCS-18 DAYS	684.00
	Vendor Total		**684.00**		
FYTD for BALANCIER, EARL			**1,292.00**		
BANK OF AMERICA, N.A.				Remit to: **CHARLOTTE** **NC**	
	4/4/2011	207189	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for BANK OF AMERICA, N.A.			**290.00**		
BARWINSKI, CHRISTOPHER				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	882535	175.00		
				SPORTS OFFICIATING SVCS	105.00
				SPORTS OFFICIATING SVCS	70.00
	4/25/2011	882581	70.00		
				SPORTS OFFICIATING SVCS	70.00
	Vendor Total		**245.00**		
FYTD for BARWINSKI, CHRISTOPHER			**1,312.50**		
BASIC BACKFLOW				Remit to: **SAN BERNARDINO** **CA**	
	4/4/2011	882401	334.40		
				BACKFLOW TESTING-PARKS	60.00
				BACKFLOW TESTING-PARKS	60.00
				BACKFLOW TESTING-PARKS	214.40
	Vendor Total		**334.40**		
FYTD for BASIC BACKFLOW			**2,616.06**		
BELLA DOORS				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207507	99.65		
				REFUND-BUS LIC OVRPMT	99.65
	Vendor Total		**99.65**		
FYTD for BELLA DOORS			**99.65**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.				Remit to: **SAN CLEMENTE** **CA**	
	4/4/2011	882402	2,945.27		
				LANDSCAPE MAINT-E4	82.04
				LANDSCAPE MAINT-E4	410.00
				LANDSCAPE MAINT-E4	420.00
				LANDSCAPE MAINT-E4	170.00
				LANDSCAPE MAINT-E3	240.00
				LANDSCAPE MAINT-E3	50.00
				LANDSCAPE MAINT-E3A	1,573.23
	4/11/2011	882487	567.90		
				LANDSCAPE MAINT-E3	150.50
				LANDSCAPE MAINT-E4	57.40
				LANDSCAPE MAINT-E2	360.00
	Vendor Total		**3,513.17**		
FYTD for BEMUS LANDSCAPE, INC.			**472,744.47**		
BENESYST, INC.				Remit to: **MINNEAPOLIS** **MN**	
	4/11/2011	207322	210.30		
				FLEX ADMIN SVCS-HR	210.30
	Vendor Total		**210.30**		
FYTD for BENESYST, INC.			**5,308.10**		
BIO-TOX LABORATORIES				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207190	1,046.58		
				TOXICOLOGY TESTING-PD	1,046.58
	4/25/2011	207508	9,212.80		
				TOXICOLOGY TESTING SVCS-PD	1,978.26
				TOXICOLOGY TESTING SVCS-PD	7,234.54
	Vendor Total		**10,259.38**		
FYTD for BIO-TOX LABORATORIES			**60,186.74**		
BLOSSOM SOFTWARE				Remit to: **BROOKLINE** **MA**	
	4/25/2011	207509	300.00		
				SITE SEARCH SVCS-MEDIA	300.00
	Vendor Total		**300.00**		
FYTD for BLOSSOM SOFTWARE			**300.00**		
BOBO II, FELIX				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207434	103.02		
				MILEAGE REIMBURSEMENT	103.02
	Vendor Total		**103.02**		
FYTD for BOBO II, FELIX			**1,100.59**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BOSE, TIFFANY				Remit to: **CORONA** **CA**	
	4/11/2011	207323	89.25		
				MILEAGE REIMBURSEMENT	89.25
	4/25/2011	207510	53.04		
				MILEAGE REIMBURSEMENT	53.04
	Vendor Total		**142.29**		
FYTD for BOSE, TIFFANY			**237.15**		
BPC MEDIA WORKS, LLC				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207511	1,530.00		
				ADVERTISING SVCS-EDD	1,530.00
	Vendor Total		**1,530.00**		
FYTD for BPC MEDIA WORKS, LLC			**3,060.00**		
BRAY, JR., LYLE DEAN				Remit to: **CORONA** **CA**	
	4/11/2011	207324	608.00		
				INSTRUCTIONAL SVCS-16 DAYS	608.00
	Vendor Total		**608.00**		
FYTD for BRAY, JR., LYLE DEAN			**1,216.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.				Remit to: **WILLIAMSPORT** **PA**	
	4/4/2011	882403	598.05		
				MISC BOOKS-LIBRARY	95.86
				MISC BOOKS-LIBRARY	112.65
				MISC BOOKS-LIBRARY	21.96
				MISC BOOKS-LIBRARY	21.96
				MISC BOOKS-LIBRARY	247.43
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	33.06
				MISC BOOKS-LIBRARY	41.96
	4/11/2011	882488	191.91		
				MISC BOOKS-LIBRARY	41.98
				MISC BOOKS-LIBRARY	52.49
				MISC BOOKS-LIBRARY	53.66
				MISC BOOKS-LIBRARY	43.78
	4/18/2011	882536	1,380.02		
				MISC BOOKS-LIBRARY	79.49
				MISC BOOKS-LIBRARY	235.03
				MISC BOOKS-LIBRARY	172.62
				MISC BOOKS-LIBRARY	333.72
				MISC BOOKS-LIBRARY	23.17
				MISC BOOKS-LIBRARY	65.59
				MISC BOOKS-LIBRARY	42.78
				MISC BOOKS-LIBRARY	58.94
				MISC BOOKS-LIBRARY	21.36
				MISC BOOKS-LIBRARY	43.19
				MISC BOOKS-LIBRARY	115.36
				MISC BOOKS-LIBRARY	21.98
				MISC BOOKS-LIBRARY	68.98
				MISC BOOKS-LIBRARY	97.81
	Vendor Total		**2,169.98**		
FYTD for BRODART CO.			**33,841.20**		
BUCKINGHAM, STAN				Remit to: **TEMECULA** **CA**	
	4/4/2011	207191	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for BUCKINGHAM, STAN			**3,187.30**		
BUILDERS SHOWCASE INTERIORS, INC				Remit to: **SAN DIEGO** **CA**	
	4/4/2011	207192	79.73		
				REFUND-BUS LIC OVRPMT	79.73
	Vendor Total		**79.73**		
FYTD for BUILDERS SHOWCASE INTERIORS, INC			**79.73**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUNKER FAMILY, LLC				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207512	14,100.00		
				REFUND-SECURITY DEP	14,100.00
	Vendor Total		**14,100.00**		
FYTD for BUNKER FAMILY, LLC			**14,100.00**		
BURKE, WILLIAMS & SORENSEN, LLP.				Remit to: **LOS ANGELES** **CA**	
	4/18/2011	882537	2,151.90		
				LEGAL SERVICES-HR	2,151.90
	Vendor Total		**2,151.90**		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.			**73,196.30**		
CAIN, GREGORY				Remit to: **TAMPA** **FL**	
	4/4/2011	882404	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CAIN, GREGORY			**3,187.30**		
CALIFORNIA BUILDING STANDARDS COMMISSION				Remit to: **SACRAMENTO** **CA**	
	4/11/2011	207325	126.00		
				SB 1473 FEES COLLECTED	126.00
	Vendor Total		**126.00**		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION			**1,459.80**		
CALIFORNIA FACILITY SPECIALTIES				Remit to: **SAN DIMAS** **CA**	
	4/25/2011	207513	3,495.00		
				WINCHES INSTALL-CONF & REC CTR	3,495.00
	Vendor Total		**3,495.00**		
FYTD for CALIFORNIA FACILITY SPECIALTIES			**6,513.00**		
CALIFORNIA WATERSHED ENGINEERING CORP.				Remit to: **ANAHEIM** **CA**	
	4/11/2011	882490	1,591.00		
				CONSULTING SVCS-NPDES	1,591.00
	Vendor Total		**1,591.00**		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.			**9,467.50**		
CAMPOS, CHARITY				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207193	200.00		
				REFUND-RNTL DEP 3/12/11	200.00
	Vendor Total		**200.00**		
FYTD for CAMPOS, CHARITY			**200.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CANNON, ANA M.				Remit to: **HASLET** **TX**	
	4/4/2011	882405	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CANNON, ANA M.			**3,012.75**		
CANON FINANCIAL SERVICES, INC.				Remit to: **CHICAGO** **IL**	
	4/4/2011	207194	7,590.68		
				COPIERS-LEASE	7,059.29
				COPIERS-LEASE SALES TAX	531.39
	Vendor Total		**7,590.68**		
FYTD for CANON FINANCIAL SERVICES, INC.			**75,906.80**		
CARPIO, MARIO				Remit to: **SUN CITY** **CA**	
	4/4/2011	207195	40.00		
				REFUND-RABIES DEPOSIT	40.00
	Vendor Total		**40.00**		
FYTD for CARPIO, MARIO			**40.00**		
CARTER, KEIYANA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207514	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for CARTER, KEIYANA			**95.00**		
CARTER, ROSALYN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882406	318.73		
				MAR '11, PD APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CARTER, ROSALYN			**3,281.37**		
CASSEL, MARY ANN				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207515	75.00		
				INSTRUCTOR SVCS-CPR/1ST AID	75.00
	Vendor Total		**75.00**		
FYTD for CASSEL, MARY ANN			**450.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CEMEX				Remit to: **ONTARIO** **CA**	
	4/25/2011	207516	1,301.18		
				CEMENT PURCHASE	339.74
				CEMENT PURCHASE	281.81
				CEMENT PURCHASE	329.95
				CEMENT PURCHASE	349.68
	Vendor Total		**1,301.18**		
FYTD for CEMEX			**8,141.22**		
CHACON'S UPHOLSTERY				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207196	340.00		
				SEAT REPAIR-PW M&O	340.00
	Vendor Total		**340.00**		
FYTD for CHACON'S UPHOLSTERY			**340.00**		
CHANCY, CHIZURU				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207517	251.85		
				INSTRUCTOR SVCS-HAWAIIAN DANCE	41.25
				INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
				INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
				INSTRUCTOR SVCS-HAWAIIAN DANCE	23.40
	Vendor Total		**251.85**		
FYTD for CHANCY, CHIZURU			**1,304.85**		
CHANDLER ASSET MANAGEMENT, INC				Remit to: **SAN DIEGO** **CA**	
	4/25/2011	882583	8,827.00		
				INVESTMENT MGT SVCS	8,827.00
	Vendor Total		**8,827.00**		
FYTD for CHANDLER ASSET MANAGEMENT, INC			**88,138.00**		
CHAPMAN, STEVE				Remit to: **REDLANDS** **CA**	
	4/4/2011	207197	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPMAN, STEVE			**3,187.30**		
CHAPPELL, ISAAC				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882407	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for CHAPPELL, ISAAC			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHICAGO TITLE COMPANY				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207198	750.00		
				TITLE REPORT	750.00
	Vendor Total		**750.00**		
FYTD for CHICAGO TITLE COMPANY			**750.00**		
CHRISTIAN, OWEN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882408	229.88		
				RETIREE MED APR '11	229.88
	Vendor Total		**229.88**		
FYTD for CHRISTIAN, OWEN			**2,086.70**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION			Remit to: **ONTARIO**	**CA**
4/4/2011	882409	153.75		
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
4/11/2011	882491	114.00		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-GOLF COURSE	5.56
4/18/2011	882538	114.00		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-TRFFC MAINT	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-GOLF CRS STAF	5.56
4/25/2011	882584	629.34		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-EQUIP MAINT	22.40
			UNIFORM RNTL SVC-EQUIP MAINT	30.80
			UNIFORM RNTL SVC-EQUIP MAINT	27.20
			UNIFORM RNTL SVC-EQUIP MAINT	39.10
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	9.92
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	6.46
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	57.58

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.58
			UNIFORM RNTL SVC-GOLF COURSE	5.56
			UNIFORM RNTL SVC-GOLF COURSE	5.56
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRAFFIC MAINT	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
	Vendor Total	1,011.09		
FYTD for CINTAS CORPORATION		10,323.53		
CITY OF MORENO VALLEY VEBA TRUST			Remit to: **MORENO VALLEY**	**CA**
4/11/2011	882492	4,187.50		
			EXEMPT VEBA	4,187.50
	Vendor Total	4,187.50		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		41,250.00		
CLARK JR., ANTHONY			Remit to: **MORENO VALLEY**	**CA**
4/25/2011	207518	60.00		
			REFUND-FALSE ALARM FEE	30.00
			REFUND-FALSE ALARM FEE	30.00
	Vendor Total	60.00		
FYTD for CLARK JR., ANTHONY		60.00		
CNOA REGION V			Remit to: **RANCHO CUCAMONGA**	**CA**
4/11/2011	207327	55.00		
			4/14/11 NARCOTIC TRAFF. TRNG	55.00
	Vendor Total	55.00		
FYTD for CNOA REGION V		505.00		
COASTLINE CONSTRUCTION & AWNING CO.			Remit to: **HUNTINGTON BEACH**	**CA**
4/4/2011	207199	10,818.65		
			MOVING OF MOBILE HOME	10,818.65
	Vendor Total	10,818.65		
FYTD for COASTLINE CONSTRUCTION & AWNING CO.		10,818.65		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COLONIAL SUPPLEMENTAL INSURANCE			Remit to: **COLUMBIA** **SC**	
4/11/2011	207328	7,094.44		
			SUPPLEMENTAL INSURANCE	7,094.44
4/25/2011	207519	7,094.44		
			SUPPLEMENTAL INSURANCE	7,094.44
	Vendor Total	**14,188.88**		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		**77,799.35**		
COMMUNITY ASSISTANCE PROGRAM - CAP			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	882493	4,681.22		
			CDBG FUNDED SVCS-FOOD DIST PRG	2,317.32
			CDBG FUNDED SVCS-FOOD DIST PRG	2,363.90
	Vendor Total	**4,681.22**		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		**25,689.76**		
COMMUNITY HEALTH CHARITIES			Remit to: **ANAHEIM** **CA**	
4/11/2011	207329	186.31		
			CHC CONTRIBUTIONS	186.31
4/25/2011	207520	186.31		
			CHC CONTRIBUTIONS	186.31
	Vendor Total	**372.62**		
FYTD for COMMUNITY HEALTH CHARITIES		**5,811.06**		
COMPETITIVE STRIDE			Remit to: **RIVERSIDE** **CA**	
4/25/2011	207521	701.44		
			YOUTH SPORTS AWARDS	701.44
	Vendor Total	**701.44**		
FYTD for COMPETITIVE STRIDE		**5,405.16**		
COMPU COM			Remit to: **DALLAS** **TX**	
4/25/2011	207522	286.15		
			ACROBAT LICENSE-HR	286.15
	Vendor Total	**286.15**		
FYTD for COMPU COM		**1,001.55**		
CONTINENTAL WESTERN TRANSPORTATION			Remit to: **SAN DIEGO** **CA**	
4/25/2011	207523	6,413.14		
			ASPHALTIC MATERIALS	3,202.80
			ASPHALTIC MATERIALS	3,210.34
	Vendor Total	**6,413.14**		
FYTD for CONTINENTAL WESTERN TRANSPORTATION		**9,434.14**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CONTINUING EDUCATION OF THE BAR			Remit to: **OAKLAND** **CA**	
4/11/2011	207330	177.53		
			LEGAL PUBLICATION	177.53
	Vendor Total	**177.53**		
FYTD for CONTINUING EDUCATION OF THE BAR		**1,487.80**		
CONTRERAS, BIANCA			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207435	105.00		
			SPORTS OFFICIATING SVCS	35.00
			SPORTS OFFICIATING SVCS	70.00
	Vendor Total	**105.00**		
FYTD for CONTRERAS, BIANCA		**105.00**		
CONTRERAS, JOSE			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207436	140.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
4/25/2011	207524	140.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
	Vendor Total	**280.00**		
FYTD for CONTRERAS, JOSE		**580.00**		
CORTES, GERONIMO			Remit to: **PERRIS** **CA**	
4/4/2011	207200	454.50		
			REFUND-CITATION DISMISSED	454.50
	Vendor Total	**454.50**		
FYTD for CORTES, GERONIMO		**454.50**		
COSEY JR., JAMES			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207331	132.00		
			INSTRUCTION SVCS-KEMPO	132.00
	Vendor Total	**132.00**		
FYTD for COSEY JR., JAMES		**351.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSTCO				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207201	118.29		
				MISC SUPPLIES-STARS	109.70
				MISC SUPPLIES-STARS	8.59
	4/11/2011	207332	1,878.89		
				MISC SUPPLIES-STARS	92.21
				MISC SUPPLIES-STARS	115.27
				MISC SUPPLIES-STARS	125.49
				MISC SUPPLIES-STARS	52.29
				MISC SUPPLIES-CHILDS PLC	1,493.63
	4/18/2011	207437	502.02		
				MISC SUPPLIES-STARS	127.17
				MISC SUPPLIES-SKATE PARK	209.45
				MISC SUPPLIES-CEDD	165.40
	4/25/2011	207525	872.75		
				MISC SUPPLIES-STARS	120.67
				MISC SUPPLIES-STARS	415.61
				MISC SUPPLIES-SKATE PARK	336.47
	Vendor Total		**3,371.95**		
FYTD for COSTCO			**43,134.74**		
COSTCO WHOLESALE #455				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207526	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for COSTCO WHOLESALE #455			**30.00**		
COUNTRY SQUIRE ESTATES				Remit to: **ONTARIO** **CA**	
	4/18/2011	207438	56.78		
				REFUND-UT USER TAXES	56.78
	Vendor Total		**56.78**		
FYTD for COUNTRY SQUIRE ESTATES			**751.38**		
COUNTS UNLIMITED, INC.				Remit to: **CORONA** **CA**	
	4/25/2011	207527	500.00		
				TRAFFIC DATA COLLECTION SVCS	500.00
	Vendor Total		**500.00**		
FYTD for COUNTS UNLIMITED, INC.			**500.00**		
COUNTY OF RIVERSIDE - RMAP				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207202	42.70		
				RECORDATION RQSTS-LAND DEV	42.70
	Vendor Total		**42.70**		
FYTD for COUNTY OF RIVERSIDE - RMAP			**447.55**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE AUDITOR			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207203	21,384.49		
			PARKING CONTROL FEES-CODE	18,488.49
			PARKING CONTROL FEES-CODE	2,896.00
	Vendor Total	**21,384.49**		
FYTD for COUNTY OF RIVERSIDE AUDITOR		**213,825.27**		
CRITICAL SOLUTIONS			Remit to: **WALNUT CREEK** **CA**	
4/4/2011	207204	10,264.13		
			EMRGNCY OPS CTR PROJ SVCS	10,264.13
4/11/2011	207333	5,234.87		
			EMRGNCY OPS CTR PROJ SVCS	5,234.87
	Vendor Total	**15,499.00**		
FYTD for CRITICAL SOLUTIONS		**111,730.58**		
CSAC EXCESS INSURANCE AUTHORITY			Remit to: **FOLSOM** **CA**	
4/11/2011	207334	1,000.00		
			TARGET SAFETY CUSTOM SVCS	1,000.00
	Vendor Total	**1,000.00**		
FYTD for CSAC EXCESS INSURANCE AUTHORITY		**150,976.00**		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207335	11,620.22		
			VECTOR CONTROL SVCS-CODE	9,708.69
			VECTOR CONTROL SVCS-CODE	1,911.53
4/25/2011	207528	342.00		
			PERMIT RENEWAL-CELEB PARK	342.00
	Vendor Total	**11,962.22**		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		**24,445.58**		
CUFF, STEPHANIE CERVANTES			Remit to: **PERRIS** **CA**	
4/18/2011	207439	297.46		
			TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
	Vendor Total	**297.46**		
FYTD for CUFF, STEPHANIE CERVANTES		**318.37**		
D & D SERVICES DBA D & D DISPOSAL, INC.			Remit to: **VALENCIA** **CA**	
4/25/2011	207529	745.00		
			DISPOSAL SVCS-ANML SHLTR	745.00
	Vendor Total	**745.00**		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		**9,450.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DACOLIAS, RAYMOND			Remit to: **SAN JACINTO** **CA**	
4/11/2011	207336	266.00		
			INSTRUCTIONAL SVCS-7 DAYS	266.00
	Vendor Total	**266.00**		
FYTD for DACOLIAS, RAYMOND		**1,406.00**		
DALE, KATHLEEN			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882410	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for DALE, KATHLEEN		**3,168.46**		
DANCY, MARGIE			Remit to: **CORONA** **CA**	
4/4/2011	207205	404.50		
			REFUND-CITATION DISMISSED	404.50
	Vendor Total	**404.50**		
FYTD for DANCY, MARGIE		**404.50**		
DATA TICKET, INC.			Remit to: **NEWPORT BEACH** **CA**	
4/4/2011	882411	19,796.61		
			CITATION PRCSSNG SVCS-CODE	15,229.21
			CITATION PRCSSNG SVCS-ANML SVC	1,155.05
			CITATION PRCSSNG SVCS-BLDG/SFT	514.35
			CITATION PRCSSNG SVCS-PD	2,898.00
4/25/2011	882585	315.00		
			PARKING APP MAINT-TECH SVCS	105.00
			PARKING APP MAINT-TECH SVCS	105.00
			PARKING APP MAINT-TECH SVCS	105.00
	Vendor Total	**20,111.61**		
FYTD for DATA TICKET, INC.		**191,556.98**		
DATAQUICK CORPORATE HEADQUARTERS			Remit to: **SAN DIEGO** **CA**	
4/25/2011	207530	130.50		
			ONLINE SUBSCRIPTION-PD	130.50
	Vendor Total	**130.50**		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		**1,305.00**		
DAVID EVANS & ASSOCIATES, INC.			Remit to: **ONTARIO** **CA**	
4/11/2011	207337	1,143.00		
			SUNNYMD BLVD REVIT PROJ SVCS	1,143.00
	Vendor Total	**1,143.00**		
FYTD for DAVID EVANS & ASSOCIATES, INC.		**16,448.85**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DEBINAIRE COMPANY				Remit to: **CORONA** **CA**	
	4/18/2011	207440	217.50		
				BOILER MAINT-PSB	217.50
	Vendor Total		**217.50**		
FYTD for DEBINAIRE COMPANY			**5,829.66**		
DEL REY APPRAISAL SRVCS				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207441	250.00		
				APPRAISAL SVCS-EDD	250.00
	Vendor Total		**250.00**		
FYTD for DEL REY APPRAISAL SRVCS			**2,000.00**		
DELTA DENTAL				Remit to: **SAN FRANCISCO** **CA**	
	4/11/2011	207338	12,235.72		
				EMPLOYEE DENTAL INSURANCE	12,235.72
	Vendor Total		**12,235.72**		
FYTD for DELTA DENTAL			**115,901.08**		
DELTACARE USA				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	207339	6,127.01		
				EMPLOYEE DENTAL INSURANCE	6,127.01
	Vendor Total		**6,127.01**		
FYTD for DELTACARE USA			**62,509.63**		
DENNIS GRUBB & ASSOCIATES, LLC				Remit to: **MIRA LOMA** **CA**	
	4/4/2011	882412	3,000.00		
				PLAN REVIEW SVCS-FIRE PREV	900.00
				PLAN REVIEW SVCS-FIRE PREV	260.00
				PLAN REVIEW SVCS-FIRE PREV	1,840.00
	4/25/2011	882586	8,860.00		
				PLAN REVIEW SVCS-FIRE PREV	8,190.00
				PLAN REVIEW SVCS-FIRE PREV	670.00
	Vendor Total		**11,860.00**		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC			**91,810.00**		
DEPARTMENT OF CONSERVATION				Remit to: **SACRAMENTO** **CA**	
	4/11/2011	207340	32.89		
				SMI FEES LESS 5% RETAINAGE	34.62
				SMI FEES LESS 5% RETAINAGE	-1.73
	Vendor Total		**32.89**		
FYTD for DEPARTMENT OF CONSERVATION			**2,442.26**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DESIGN WORKS				Remit to: **SAN JACINTO** **CA**	
	4/11/2011	207341	1,004.62		
				YTH SPORTS UNIFORMS-PARKS	1,004.62
	Vendor Total		**1,004.62**		
FYTD for DESIGN WORKS			**12,294.88**		
DIRECT CARPET AND FLOORING				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207342	23.56		
				REFUND-BUS LIC OVRPMT	23.56
	Vendor Total		**23.56**		
FYTD for DIRECT CARPET AND FLOORING			**23.56**		
DIVISION OF LABOR STANDARDS ENFORCMENT				Remit to: **LONG BEACH** **CA**	
	4/11/2011	207343	1,856.25		
				CWPA PYMT-EMERG OPS CTR PROJ	1,856.25
	Vendor Total		**1,856.25**		
FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT			**46,115.14**		
DLS LANDSCAPE, INC				Remit to: **REDLANDS** **CA**	
	4/25/2011	882587	12,390.00		
				LANDSCAPE MAINT-ZONE A	10,230.00
				LANDSCAPE MAINT-CFD #1	2,160.00
	Vendor Total		**12,390.00**		
FYTD for DLS LANDSCAPE, INC			**123,900.00**		
DOMINECK, CECILIA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207206	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for DOMINECK, CECILIA			**95.00**		
DOMINGUEZ, LUIS				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207531	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for DOMINGUEZ, LUIS			**20.00**		
DORY, ALLEEN F.				Remit to: **HEMET** **CA**	
	4/4/2011	207207	229.88		
				RETIREE MED APR '11	229.88
	Vendor Total		**229.88**		
FYTD for DORY, ALLEEN F.			**3,081.20**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DUNN, LAURA ISABEL GARCIA				Remit to: **MORENO VALLEY CA**	
	4/11/2011	882494	266.00		
				INSTRUCTIONAL SVCS-7 DAYS	266.00
	Vendor Total		**266.00**		
FYTD for DUNN, LAURA ISABEL GARCIA			**1,140.00**		
DURAN, BLANCA				Remit to: **MORENO VALLEY CA**	
	4/11/2011	207344	126.00		
				INSTRUCTION SVCS-FOLKLORIC DAN	126.00
	Vendor Total		**126.00**		
FYTD for DURAN, BLANCA			**2,562.00**		
E.R. BLOCK PLUMBING & HEATING, INC.				Remit to: **RIVERSIDE CA**	
	4/4/2011	207208	838.09		
				BACKFLOW RPLCMNT-E2	650.59
				BACKFLOW RPLCMNT-E2	187.50
	4/11/2011	207345	420.00		
				BACKFLOW TESTING-E1	60.00
				BACKFLOW TESTING-E2	240.00
				BACKFLOW TESTING-E15	20.00
				BACKFLOW TESTING-ZONE D	40.00
				BACKFLOW TESTING-ZONE M	40.00
				BACKFLOW TESTING-ZONE S	20.00
	4/18/2011	207442	80.00		
				BACKFLOW TESTING-ZONE D	80.00
	Vendor Total		**1,338.09**		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.			**23,725.83**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			Remit to: **PERRIS**	**CA**
4/4/2011	207209	4,723.98		
			WATER CHARGES	100.31
			WATER CHARGES	323.95
			WATER CHARGES	857.61
			WATER CHARGES	65.48
			WATER CHARGES	1,886.54
			WATER CHARGES	476.79
			WATER CHARGES	742.41
			WATER CHARGES	9.81
			WATER CHARGES	123.28
			WATER CHARGES	75.26
			WATER CHARGES	62.54
4/18/2011	207443	19,119.42		
			WATER CHARGES	55.95
			WATER CHARGES	224.75
			WATER CHARGES	1,680.44
			WATER CHARGES	40.80
			WATER CHARGES	1,727.74
			WATER CHARGES	112.69
			WATER CHARGES	3,844.93
			WATER CHARGES	370.65
			WATER CHARGES	2,717.73
			WATER CHARGES	1,540.64
			WATER CHARGES	3,315.95
			WATER CHARGES	559.50
			WATER CHARGES	232.60
			WATER CHARGES	44.51
			WATER CHARGES	250.10
			WATER CHARGES	590.44
			WATER CHARGES	194.72
			WATER CHARGES	231.81
			WATER CHARGES	266.66
			WATER CHARGES	217.86
			WATER CHARGES	314.69
			WATER CHARGES	335.12
			WATER CHARGES	249.14
Vendor Total		**23,843.40**		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		**1,172,152.33**		
EDGELANE MOBILE PARK			Remit to: **LOS ANGELES**	**CA**
4/11/2011	882495	14.24		
			REFUND-UT USER TAXES	14.24
Vendor Total		**14.24**		
FYTD for EDGELANE MOBILE PARK		**114.91**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EDMONDSON, JASON				Remit to:	
	4/11/2011	207347	75.00		
				PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total		**75.00**		
FYTD for EDMONDSON, JASON			**75.00**		
EGGERSTEN, ANNE				Remit to: **RANCHO MIRAGE CA**	
	4/4/2011	207210	325.66		
				RETIREE MED APR '11	325.66
	Vendor Total		**325.66**		
FYTD for EGGERSTEN, ANNE			**3,136.24**		
EKPO, JOY				Remit to: **MORENO VALLEY CA**	
	4/18/2011	207444	300.00		
				REFUND-RNTL DEP 3/28/11	300.00
	Vendor Total		**300.00**		
FYTD for EKPO, JOY			**300.00**		
ELLIOTT, NISHA				Remit to: **MORENO VALLEY CA**	
	4/11/2011	207348	170.40		
				INSTRUCTION SVCS-KICKBOXING	132.00
				INSTRUCTION SVCS-KICKBOXING	38.40
	Vendor Total		**170.40**		
FYTD for ELLIOTT, NISHA			**1,570.80**		
EMPLOYMENT DEVELOPMENT DEPARTMENT				Remit to:	
	4/22/2011	2846	500.00		
				DEPOSIT TO STATE ACCT 4/22/11	500.00
	Vendor Total		**500.00**		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT			**907,814.88**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC			Remit to: **ANAHEIM**	**CA**
4/4/2011	882413	24,029.19		
			WORK AUTH SVCS-DSP	3,757.39
			WORK AUTH SVCS-HRBR FRGHT DIST	3,207.58
			WORK AUTH SVCS-HRBR FRGHT DIST	24.64
			WORK AUTH SVCS-TR36340	2,003.36
			WORK AUTH SVCS-TR36340	24.64
			12KV NEW REDLAND CKT WORK	13,704.49
			MORRISON FIRE STN ELECTR WORK	803.38
			CORP YARD BLDG ELECTR WORK	503.71
4/11/2011	882496	474.00		
			METER FEES	474.00
	Vendor Total	**24,503.19**		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		**1,809,252.59**		
ESKEL/PORTER CONSULTING, INC.			Remit to: **SACRAMENTO**	**CA**
4/4/2011	882414	1,320.00		
			CONSULTING SVCS-TECH SVCS	1,320.00
4/25/2011	882588	247.50		
			CONSULTING SVCS-TECH SVCS	247.50
	Vendor Total	**1,567.50**		
FYTD for ESKEL/PORTER CONSULTING, INC.		**2,647.50**		
ESPINOZA, JOE A			Remit to: **MENIFEE**	**CA**
4/11/2011	207349	228.00		
			INSTRUCTIONAL SVCS-6 DAYS	228.00
	Vendor Total	**228.00**		
FYTD for ESPINOZA, JOE A		**2,052.00**		
ESPINOZA, PAULO			Remit to: **ANAHEIM**	**CA**
4/25/2011	207533	300.00		
			REFUND-ADMIN CITATION	300.00
	Vendor Total	**300.00**		
FYTD for ESPINOZA, PAULO		**300.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESRI, INC.				Remit to: **REDLANDS** **CA**	
	4/11/2011	882497	13,124.88		
				ARCLOGISTICS SINGLE USE MAINT	1,600.00
				ARCLOGISTICS NAVIGATOR MAINT	400.00
				ARCLOGISTICS TELE ATLAS MAINT	1,600.00
				ARCLOGISTICS NAVIGATOR TELE	600.00
				ARCPAD MAINT.	623.46
				ARCPAD MAINT.	500.00
				CA SALES TAX	232.92
				8 ARCPAD LICENSE MAINT.	2,000.00
				CA SALES TAX	87.50
				8 ARCPAD LICENSES	5,040.00
				CA SALES TAX	441.00
	Vendor Total		**13,124.88**		
FYTD for ESRI, INC.			**41,275.80**		
EVANS ENGRAVING & AWARDS				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882415	125.00		
				ENGRAVING SVCS-PD	125.00
	Vendor Total		**125.00**		
FYTD for EVANS ENGRAVING & AWARDS			**1,009.01**		
EXCEL LANDSCAPE, INC				Remit to: **CORONA** **CA**	
	4/25/2011	207534	8,849.58		
				LANDSCAPE MAINT-E7	2,777.17
				LANDSCAPE MAINT-E15	1,070.36
				LANDSCAPE MAINT-E8	1,501.98
				LANDSCAPE MAINT-E14	3,461.07
				LANDSCAPE MAINT-E8	26.00
				LANDSCAPE MAINT-E8	13.00
	Vendor Total		**8,849.58**		
FYTD for EXCEL LANDSCAPE, INC			**133,059.74**		
FAIR HOUSING COUNCIL OF RIV CO, INC.				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	882498	3,372.38		
				CDBG SVCS-FRCLSR/MITIG PRGM	3,372.38
	4/18/2011	882539	490.38		
				CDBG SVCS-FRCLSR/MITIG PRGM	490.38
	Vendor Total		**3,862.76**		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.			**48,121.14**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FANGHUA. LI				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207211	156.00		
				REFUND-TIME FOR TOTS	52.00
				REFUND-TIME FOR TOTS	104.00
	Vendor Total		**156.00**		
FYTD for FANGHUA. LI			**156.00**		
FEENSTRA, JOHN				Remit to: **REDLANDS** **CA**	
	4/4/2011	882416	361.25		
				RETIREE MED APR '11	361.25
	Vendor Total		**361.25**		
FYTD for FEENSTRA, JOHN			**3,612.50**		
FELDER, SYLVIA				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207350	200.00		
				REFUND-RNTL DEP 3/26/11	200.00
	Vendor Total		**200.00**		
FYTD for FELDER, SYLVIA			**200.00**		
FETAL FOCUS/ DERMA FOCUS				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207212	30.07		
				REFUND-BUS LIC OVRPMT	30.07
	Vendor Total		**30.07**		
FYTD for FETAL FOCUS/ DERMA FOCUS			**30.07**		
FILTER RECYCLING SERVICES, INC.				Remit to: **COLTON** **CA**	
	4/4/2011	207213	5,414.20		
				FUEL DISP REPAIR-FS #6	404.22
				FUEL DISP REPAIR-FS #6	404.23
				FUEL DISP REPAIR-FS #6	2,302.88
				FUEL DISP REPAIR-FS #6	2,302.87
	Vendor Total		**5,414.20**		
FYTD for FILTER RECYCLING SERVICES, INC.			**8,904.45**		
FINESSE PERSONNEL ASSOCIATES				Remit to: **RANCHO CUCAMONGA** **CA**	
	4/4/2011	882417	3,341.25		
				TEMP SVCS-A FEAL W/E 1/22/11	911.25
				TEMP SVCS-A FEAL W/E 1/29/11	1,215.00
				TEMP SVCS-A FEAL W/E 2/5/11	1,215.00
	4/18/2011	882540	1,215.00		
				TEMP SVCS-A FEAL W/E 2/12	941.24
				TEMP SVCS-A FEAL W/E 2/12	273.76
	Vendor Total		**4,556.25**		
FYTD for FINESSE PERSONNEL ASSOCIATES			**43,629.79**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRE SERVICE CORP			Remit to: **ANAHEIM** **CA**	
4/4/2011	207214	64.88		
			REFUND-BUS LIC OVRPMT	64.88
	Vendor Total	**64.88**		
FYTD for FIRE SERVICE CORP		**64.88**		
FIRST AMERICAN CORE LOGIC, INC.			Remit to: **SANTA ANA** **CA**	
4/4/2011	207215	598.00		
			ONLINE PROP INFO-CODE	325.00
			ONLINE PROP INFO-CDD	97.00
			ONLINE PROP INFO-EDD	176.00
	Vendor Total	**598.00**		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		**6,214.00**		
FIRST CHOICE SERVICES			Remit to: **ONTARIO** **CA**	
4/11/2011	882499	719.17		
			COFFEE SVCS-EMP PAID	94.43
			COFFEE SVCS-EMP PAID	149.89
			COFFEE SVCS-EMP PAID	95.76
			COFFEE SVCS-EMP PAID	147.74
			COFFEE SVCS-EMP PAID	161.20
			COFFEE SVCS-EMP PAID	70.15
4/18/2011	882541	56.76		
			COFFEE SVCS-EMP PAID	47.54
			COFFEE SVCS-EMP PAID	9.22
	Vendor Total	**775.93**		
FYTD for FIRST CHOICE SERVICES		**6,570.63**		
FITNESS 19 CA 155 11C			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207535	260.00		
			GYM MEMBERSHIP DEDUCTIONS	260.00
	Vendor Total	**260.00**		
FYTD for FITNESS 19 CA 155 11C		**2,571.00**		
FOCUS ESTATES, INC.			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207351	499.00		
			REFUND-FIRE INSPECT FEES	499.00
	Vendor Total	**499.00**		
FYTD for FOCUS ESTATES, INC.		**499.00**		
FOSTER, NANCY A.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882418	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for FOSTER, NANCY A.		**3,168.46**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FRANCHISE TAX BOARD				Remit to: **SACRAMENTO** **CA**	
	4/11/2011	207352	572.77		
				GARNISHMENT	25.00
				GARNISHMENT	522.77
				GARNISHMENT	25.00
	4/25/2011	207536	367.44		
				GARNISHMENT	18.89
				GARNISHMENT	285.42
				GARNISHMENT	38.13
				GARNISHMENT	25.00
	Vendor Total		**940.21**		
FYTD for FRANCHISE TAX BOARD			**2,966.68**		
FRANKLIN, L. C.				Remit to: **PERRIS** **CA**	
	4/18/2011	207445	163.20		
				MILEAGE REIMBURSEMENT	163.20
	Vendor Total		**163.20**		
FYTD for FRANKLIN, L. C.			**1,399.71**		
FRESQUEZ, JOHN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207216	60.00		
				SPORTS OFFICIATING SVCS	60.00
	4/18/2011	207446	60.00		
				SPORTS OFFICIATING SVCS	60.00
	Vendor Total		**120.00**		
FYTD for FRESQUEZ, JOHN			**764.00**		
FRIENDS 4 PETS RESCUE				Remit to: **SUN VALLEY** **CA**	
	4/4/2011	207217	95.00		
				REFUND-RABIES/SPAY DEPOSIT	20.00
				REFUND-RABIES/SPAY DEPOSIT	75.00
	Vendor Total		**95.00**		
FYTD for FRIENDS 4 PETS RESCUE			**95.00**		
FRIENDS OF THE MV SENIOR CENTER				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207420	20,000.00		
				CDBG SVCS-SENIOR TRANSPORTATIO	10,000.00
				CDBG SVCS-SENIOR TRANSPORTATIO	10,000.00
	Vendor Total		**20,000.00**		
FYTD for FRIENDS OF THE MV SENIOR CENTER			**20,000.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FROST, JOAN CHENG			Remit to: **TEMECULA**	**CA**
4/11/2011	207353	266.00		
			INSTRUCTIONAL SVCS-7 DAYS	266.00
4/18/2011	207447	266.00		
			INSTRUCTIONAL SVCS-7 DAYS	266.00
	Vendor Total	**532.00**		
FYTD for FROST, JOAN CHENG		**1,710.00**		
FUEL PROS, INC			Remit to: **CHINO**	**CA**
4/11/2011	207354	148.00		
			METER SERVICE-FS #58	148.00
	Vendor Total	**148.00**		
FYTD for FUEL PROS, INC		**148.00**		
FULBRIGHT & JAWORSKI, L.L.P.			Remit to: **LOS ANGELES**	**CA**
4/4/2011	207218	19,000.00		
			PROF SERVICES-ST LIGHTING	19,000.00
	Vendor Total	**19,000.00**		
FYTD for FULBRIGHT & JAWORSKI, L.L.P.		**38,894.75**		
GAINES, LEROY			Remit to: **MORENO VALLEY**	**CA**
4/11/2011	207355	200.00		
			REFUND-RNTL DEP 3/25/11	200.00
	Vendor Total	**200.00**		
FYTD for GAINES, LEROY		**200.00**		
GAME DAY SPORT AND EDUCATION, LLC			Remit to: **SIMI VALLEY**	**CA**
4/25/2011	207537	2,756.75		
			CURRICULUM SETS-STARS	2,500.00
			CURRICULUM SETS-SHIPPING	38.00
			CURRICULUM SETS-SALES TAX	218.75
	Vendor Total	**2,756.75**		
FYTD for GAME DAY SPORT AND EDUCATION, LLC		**2,756.75**		
GARDNER COMPANY, INC.			Remit to: **MURRIETA**	**CA**
4/18/2011	207448	17,070.00		
			HVAC UNIT REPLACEMENT-FS #65	16,470.00
			HVAC UNIT REPLACEMENT-FS #65	600.00
	Vendor Total	**17,070.00**		
FYTD for GARDNER COMPANY, INC.		**17,070.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GARTMAN, TAMMY				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207356	37.00		
				REFUND-PICNIC SHLTR FEE	6.00
				REFUND-PICNIC SHLTR FEE	31.00
	Vendor Total		**37.00**		
FYTD for GARTMAN, TAMMY			**37.00**		
GASTON, RICHARD				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882419	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for GASTON, RICHARD			**3,187.30**		
GENERAL SECURITY SERVICES, INC.				Remit to: **WILMINGTON** **CA**	
	4/4/2011	882420	368.16		
				SECURITY SVCS-CONF & REC CTR	76.70
				SECURITY SVCS-SENIOR CTR	214.76
				SECURITY SVCS-TOWNGATE	76.70
	4/11/2011	882501	3,340.29		
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	195.59
				SECURITY SVCS-CITY HALL	230.10
				SECURITY SVCS-LIBRARY	368.16
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CITY HALL	306.80
				SECURITY SVCS-LIBRARY	122.72
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-CONF & REC CTR	306.80
				SECURITY SVCS-TOWNGATE	76.70
				SECURITY SVCS-TOWNGATE	76.70
	4/25/2011	882589	352.82		
				SECURITY SVCS-EOC FOR ATS TEST	245.44
				SECURITY SVCS-TOWNGATE	107.38
	Vendor Total		**4,061.27**		
FYTD for GENERAL SECURITY SERVICES, INC.			**41,841.80**		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	882502	4,035.03		
				LEGAL SVCS	3,097.03
				LEGAL SVCS	166.50
				LEGAL SVCS	771.50
	Vendor Total		**4,035.03**		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			**204,419.73**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GLOBAL TECHNOLOGY SYSTEMS, INC.			Remit to: **BOSTON** **MA**	
4/25/2011	207538	881.74		
			BATTERIES/CHARGERS-PD	328.00
			BATTERIES/CHARGERS-PD	435.00
			BATTERIES/CHARGERS-PD	47.80
			BATTERIES/CHARGERS-PD	70.94
	Vendor Total	**881.74**		
FYTD for GLOBAL TECHNOLOGY SYSTEMS, INC.		**2,645.22**		
GLOVER, KEELY			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207219	47.50		
			REFUND-CITATION OVRPMT	47.50
	Vendor Total	**47.50**		
FYTD for GLOVER, KEELY		**47.50**		
GOD'S HELPING HAND			Remit to: **MENIFEE** **CA**	
4/11/2011	882503	1,500.00		
			CDBG SVCS-FOOD BANK PRGM	750.00
			CDBG SVCS-FOOD BANK PRGM	750.00
	Vendor Total	**1,500.00**		
FYTD for GOD'S HELPING HAND		**9,000.00**		
GOMEZ, EDDIE			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207357	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for GOMEZ, EDDIE		**20.00**		
GONG ENTERPRISES, INC.			Remit to: **HUNTINGTON BEACH** **CA**	
4/4/2011	207220	6,800.00		
			CONSULTING SVCS-TR34950-1	3,510.00
			CONSULTING SVCS-TR34950-1	2,430.00
			CONSULTING SVCS-TR34950-1	860.00
4/18/2011	207449	3,750.00		
			CONSULTING SVCS-FM35760	750.00
			CONSULTING SVCS-FM31305	3,000.00
	Vendor Total	**10,550.00**		
FYTD for GONG ENTERPRISES, INC.		**39,855.40**		
GONZALES, DOMILENA R.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882421	440.52		
			FEB - MAR '11, PD APR '11	440.52
	Vendor Total	**440.52**		
FYTD for GONZALES, DOMILENA R.		**2,422.86**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GONZALES, ELIZABETH			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207221	40.00		
			REFUND-RABIES DEPOSIT	40.00
	Vendor Total	**40.00**		
FYTD for GONZALES, ELIZABETH		**40.00**		
GONZALES, LORENZ R.			Remit to: **WILDOMAR** **CA**	
4/18/2011	207450	75.99		
			MILEAGE REIMBURSEMENT	58.14
			MILEAGE REIMBURSEMENT	17.85
	Vendor Total	**75.99**		
FYTD for GONZALES, LORENZ R.		**252.99**		
GOODRICH, DON			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207358	75.00		
			PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total	**75.00**		
FYTD for GOODRICH, DON		**75.00**		
GOZDECKI, DAN			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	882504	486.00		
			INSTRUCTION SVCS-KUNG FU	216.00
			INSTRUCTION SVCS-KUNG FU	270.00
	Vendor Total	**486.00**		
FYTD for GOZDECKI, DAN		**6,372.00**		
GRAFFITI TRACKER, INC.			Remit to: **OMAHA** **NE**	
4/11/2011	882505	9,000.00		
			GRAFFITI ANLYS/SVCS-CODE	9,000.00
	Vendor Total	**9,000.00**		
FYTD for GRAFFITI TRACKER, INC.		**41,175.00**		
GRANICUS, INC.			Remit to: **SAN FRANCISCO** **CA**	
4/25/2011	207539	1,000.00		
			VIDEO STREAMING SVCS-TECH SVCS	1,000.00
	Vendor Total	**1,000.00**		
FYTD for GRANICUS, INC.		**10,000.00**		
GRIFFIN, MARLENE C			Remit to: **GREEN VALLEY** **AZ**	
4/4/2011	882422	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for GRIFFIN, MARLENE C		**3,108.52**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUADARRAMA, OSCAR			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207222	57.50		
			REFUND-CITATION OVRPMT	57.50
	Vendor Total	**57.50**		
FYTD for GUADARRAMA, OSCAR		**57.50**		
GUIDA SURVEYING, INC.			Remit to: **IRVINE** **CA**	
4/11/2011	882506	1,534.00		
			LASSELLE/MARGARET AVE TRAF SIG	1,534.00
	Vendor Total	**1,534.00**		
FYTD for GUIDA SURVEYING, INC.		**101,285.00**		
GUILIANO, MARIA			Remit to: **TEMECULA** **CA**	
4/18/2011	207451	388.80		
			INSTRUCTOR SVCS-ZUMBA FITNESS	172.80
			INSTRUCTOR SVCS-ZUMBA FITNESS	216.00
	Vendor Total	**388.80**		
FYTD for GUILIANO, MARIA		**940.80**		
GUILLAN, REBECCA S.			Remit to: **ADVANCE** **NC**	
4/4/2011	882423	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for GUILLAN, REBECCA S.		**3,020.29**		
GUTIERREZ, EDGAR F. OR MARIA T.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207223	38.00		
			REFUND-CITATION OVRPMT	38.00
	Vendor Total	**38.00**		
FYTD for GUTIERREZ, EDGAR F. OR MARIA T.		**38.00**		
GUTIERREZ, ROBERT			Remit to: **LA VERNE** **CA**	
4/4/2011	882424	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for GUTIERREZ, ROBERT		**3,187.30**		
GUZMAN'S CART SERVICE			Remit to: **RIVERSIDE** **CA**	
4/18/2011	882542	4,049.00		
			CART RTRVL SVCS-CODE	4,049.00
	Vendor Total	**4,049.00**		
FYTD for GUZMAN'S CART SERVICE		**40,490.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HABITAT FOR HUMANITY RIVERSIDE				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207360	509.74		
				CDBG SVCS-MOBILEHOME RPR PRGM	509.74
	Vendor Total		**509.74**		
FYTD for HABITAT FOR HUMANITY RIVERSIDE			**29,752.70**		
HAISTY, XIU HUA				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	882507	30.00		
				INSTRUCTION SVCS-TAI CHI	30.00
	Vendor Total		**30.00**		
FYTD for HAISTY, XIU HUA			**300.00**		
HAMBURG, IRENE				Remit to: **OTIS** **OR**	
	4/4/2011	882425	637.46		
				OCT-NOV '10 Medi, OCT-NOV '10	637.46
	Vendor Total		**637.46**		
FYTD for HAMBURG, IRENE			**2,549.84**		
HAMLIN, WILLIAM R.				Remit to: **BEAUMONT** **CA**	
	4/4/2011	882426	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HAMLIN, WILLIAM R.			**3,168.46**		
HANES, MARTIN D.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882427	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HANES, MARTIN D.			**3,187.30**		
HANSEN, ROBERT L.				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207540	248.50		
				PER DIEM-CITY ATTY SPRING CONF	248.50
	Vendor Total		**248.50**		
FYTD for HANSEN, ROBERT L.			**390.50**		
HARDING, JOHN S.				Remit to: **BANNING** **CA**	
	4/4/2011	207224	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HARDING, JOHN S.			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARTMANN, RICK				Remit to: **SAN DIMAS** **CA**	
	4/4/2011	207225	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HARTMANN, RICK			**21,877.63**		
HATFIELD, CHARLES				Remit to: **LAS VEGAS** **NV**	
	4/4/2011	882428	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HATFIELD, CHARLES			**3,187.30**		
HAUSER, ADRIANA				Remit to: **SAN BERNARDINO** **CA**	
	4/11/2011	207361	684.00		
				INSTRUCTIONAL SVCS-18 DAYS	684.00
	Vendor Total		**684.00**		
FYTD for HAUSER, ADRIANA			**4,598.00**		
HDL COREN & CONE				Remit to: **DIAMOND BAR** **CA**	
	4/4/2011	207226	4,387.50		
				PROP TAX SOFTWARE-TECH SVCS	4,387.50
	Vendor Total		**4,387.50**		
FYTD for HDL COREN & CONE			**13,162.50**		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				Remit to: **DIAMOND BAR** **CA**	
	4/4/2011	207227	750.00		
				AUDIT SERVICES-TREASURY	750.00
	Vendor Total		**750.00**		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES			**17,621.94**		
HEFFLEY, ROSS W.				Remit to: **HEMET** **CA**	
	4/4/2011	882429	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HEFFLEY, ROSS W.			**3,187.30**		
HERNANDEZ, MILDRED				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207541	150.00		
				REFUND-RNTL DEP 4/2/11	150.00
	Vendor Total		**150.00**		
FYTD for HERNANDEZ, MILDRED			**150.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HERNANDEZ, VILMA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207228	25.00		
				REFUND-CITATION OVRPMT	25.00
	Vendor Total		**25.00**		
FYTD for HERNANDEZ, VILMA			**25.00**		
HERRICK, ROBERT D.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207229	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HERRICK, ROBERT D.			**3,187.30**		
HIGGS, DEBRA				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207452	72.00		
				INSTRUCTOR SVCS-OIL PAINTING	36.00
				INSTRUCTOR SVCS-OIL PAINTING	36.00
	Vendor Total		**72.00**		
FYTD for HIGGS, DEBRA			**540.00**		
HILLCREST CONTRACTING, INC				Remit to: **CORONA** **CA**	
	4/18/2011	882543	13,002.91		
				DAY ST IMPRVMNTS PROJ SVCS	13,002.91
	Vendor Total		**13,002.91**		
FYTD for HILLCREST CONTRACTING, INC			**3,055,710.31**		
HO, KEVIN CHINH				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207362	114.00		
				INSTRUCTIONAL SVCS-3 DAYS	114.00
	Vendor Total		**114.00**		
FYTD for HO, KEVIN CHINH			**836.00**		
HOGARD, JOHN T.				Remit to: **CORONA** **CA**	
	4/4/2011	882430	1,250.00		
				01/04/10 - 12/19/2010, PD APR	1,250.00
	Vendor Total		**1,250.00**		
FYTD for HOGARD, JOHN T.			**2,333.50**		
HOUSER, EDITH E.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207230	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for HOUSER, EDITH E.			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOWARD, GABRIEL/IVONNE				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207542	150.00		
				REFUND-SPAY/NEUTER DEP	75.00
				REFUND-SPAY/NEUTER DEP	75.00
	Vendor Total		**150.00**		
FYTD for HOWARD, GABRIEL/IVONNE			**150.00**		
HUGHES, NILA				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207363	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for HUGHES, NILA			**20.00**		
ICMA RETIREMENT CORP 457				Remit to: **BALTIMORE** **MD**	
	4/8/2011	2835	9,510.37		
				DEF COMP-457 4/8/11	9,510.37
	4/22/2011	2843	9,510.37		
				DEF COMP-457 4/22/11	9,510.37
	Vendor Total		**19,020.74**		
FYTD for ICMA RETIREMENT CORP 457			**207,917.89**		
IL SORRENTO MOBILE PARK				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207364	175.53		
				REFUND-UT USER TAXES	175.53
	Vendor Total		**175.53**		
FYTD for IL SORRENTO MOBILE PARK			**1,338.92**		
IMAN, ADAN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207231	44.50		
				REFUND-CITATION OVRPMT	44.50
	Vendor Total		**44.50**		
FYTD for IMAN, ADAN			**44.50**		
ING USA ANNUITY & LIFE INSURANCE CO.				Remit to: **DES MOINES** **IA**	
	4/11/2011	207365	475.00		
				NON-EXEMPT ANNUITY	475.00
	Vendor Total		**475.00**		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.			**4,750.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INLAND CONTRACTORS, INC.			Remit to: **RIVERSIDE**	**CA**
4/4/2011	882431	840.00		
			NUISANCE ABTMNT SVCS-CODE	158.00
			NUISANCE ABTMNT SVCS-CODE	293.00
			NUISANCE ABTMNT SVCS-CODE	389.00
4/11/2011	882508	524.00		
			ABATEMENT SVCS-24268 BAY AVE	524.00
	Vendor Total	**1,364.00**		
FYTD for INLAND CONTRACTORS, INC.		**27,340.68**		
INLAND EMPIRE BROADCASTNG CORP			Remit to: **REDLANDS**	**CA**
4/25/2011	207543	5,175.00		
			ADVERTISING SVCS-EDD	5,175.00
	Vendor Total	**5,175.00**		
FYTD for INLAND EMPIRE BROADCASTNG CORP		**5,175.00**		
INLAND EMPIRE MAGAZINE			Remit to: **RIVERSIDE**	**CA**
4/25/2011	207544	795.00		
			ADVERTISING SVCS-EDD	795.00
	Vendor Total	**795.00**		
FYTD for INLAND EMPIRE MAGAZINE		**4,275.00**		
INLAND EMPIRE PROPERTY SERVICE, INC			Remit to: **MORENO VALLEY**	**CA**
4/4/2011	882432	707.00		
			NUISANCE ABTMNT SVCS-CODE	250.00
			NUISANCE ABTMNT SVCS-CODE	457.00
4/25/2011	882590	87.00		
			NUISANCE ABTMNT SVC-CODE	87.00
	Vendor Total	**794.00**		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		**54,877.62**		
INLAND PETROLEUM EQUIPMENT & REPAIR, INC			Remit to: **BLOOMINGTON**	**CA**
4/11/2011	882509	425.15		
			FUEL DISP REPAIR-FS #2	239.22
			FUEL DISP REPAIR-FS #58	185.93
	Vendor Total	**425.15**		
FYTD for INLAND PETROLEUM EQUIPMENT & REPAIR, INC		**650.59**		
INLAND TAN			Remit to: **MORENO VALLEY**	**CA**
4/4/2011	207232	24.73		
			REFUND-BUS LIC OVRPMT	24.73
	Vendor Total	**24.73**		
FYTD for INLAND TAN		**24.73**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INSIDE PLANTS, INC.			Remit to: **CORONA** **CA**	
4/11/2011	882510	326.00		
			PLANT MAINT-CONF & REC CTR	326.00
4/25/2011	882591	45.00		
			PLANT MAINT-CONF & REC CTR	45.00
	Vendor Total	**371.00**		
FYTD for INSIDE PLANTS, INC.		**3,215.00**		
INTERNAL REVENUE SERVICE			Remit to:	
4/1/2011	2830	2,000.00		
			DEP FED TAX W/H 4/1/11	2,000.00
	Vendor Total	**2,000.00**		
FYTD for INTERNAL REVENUE SERVICE		**2,921,441.54**		
IRONWOOD SMOKE SHOP			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207233	75.61		
			REFUND-BUS LIC OVRPMT	75.61
	Vendor Total	**75.61**		
FYTD for IRONWOOD SMOKE SHOP		**75.61**		
J CAMPOS LANDSCAPING			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207234	29.86		
			REFUND-BUS LIC OVRPMT	29.86
	Vendor Total	**29.86**		
FYTD for J CAMPOS LANDSCAPING		**29.86**		
J D H CONTRACTING			Remit to: **RIVERSIDE** **CA**	
4/11/2011	882511	1,185.00		
			V-DITCH IN PLANTER-PSB	1,185.00
4/18/2011	882544	5,364.00		
			CONTRACT SVCS-EOC	3,429.00
			CONTRACT SVCS-CITY HALL	1,935.00
	Vendor Total	**6,549.00**		
FYTD for J D H CONTRACTING		**142,291.50**		
JAM FIRE PROTECTION, INC			Remit to: **MONROVIA** **CA**	
4/18/2011	207454	1,335.00		
			SEMI ANNUAL INSPECT SVCS-EOC	575.00
			SAFE OFF/POWR DOWN SYSTEMS-EOC	760.00
	Vendor Total	**1,335.00**		
FYTD for JAM FIRE PROTECTION, INC		**1,335.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JANDALI, AZZA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207235	75.00		
				REFUND-SPAY DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for JANDALI, AZZA			**150.00**		
JANNEY & JANNEY ATTORNEY SVCS, INC.				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207366	75.00		
				MONTHLY RETAINER-COURIER SVCS	75.00
	Vendor Total		**75.00**		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.			**1,358.65**		
JDEDGE SOFTWARE, LLC				Remit to: **KRUGERVILLE** **TX**	
	4/18/2011	882545	800.00		
				CONSULTING SVCS-TECH SVCS	800.00
	4/25/2011	882592	675.00		
				CONSULTING SVCS-TECH SVCS	675.00
	Vendor Total		**1,475.00**		
FYTD for JDEDGE SOFTWARE, LLC			**22,127.50**		
JOBS AVAILABLE, INC.				Remit to: **MODESTO** **CA**	
	4/25/2011	207545	262.50		
				EMPLOYMENT ADVERTISING-HR	262.50
	Vendor Total		**262.50**		
FYTD for JOBS AVAILABLE, INC.			**1,015.00**		
JONES FAMILY DAY CARE				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207236	93.50		
				REFUND-BUS LIC OVRPMT	93.50
	Vendor Total		**93.50**		
FYTD for JONES FAMILY DAY CARE			**93.50**		
JONES, SUSAN				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882433	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for JONES, SUSAN			**3,187.30**		
JTB SUPPLY CO., INC.				Remit to: **ORANGE** **CA**	
	4/4/2011	207237	4,116.19		
				TRAFFIC SIGNAL SUPPLIES	4,116.19
	Vendor Total		**4,116.19**		
FYTD for JTB SUPPLY CO., INC.			**31,606.03**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
K-12 SPECIALTIES INC.				Remit to: **SAN DIMAS** **CA**	
	4/25/2011	882593	353.43		
				CLEANING SUPPLIES-CONF & REC C	353.43
	Vendor Total		**353.43**		
FYTD for K-12 SPECIALTIES INC.			**353.43**		
KARINA SPORTS				Remit to: **SANTA ANA** **CA**	
	4/4/2011	207238	28.86		
				REFUND-BUS LIC OVRPMT	28.86
	Vendor Total		**28.86**		
FYTD for KARINA SPORTS			**28.86**		
KASHEFIPOUR, HOSSEIN				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207367	297.90		
				MILEAGE REIMBURSEMENT	38.00
				MILEAGE REIMBURSEMENT	75.50
				MILEAGE REIMBURSEMENT	36.50
				MILEAGE REIMBURSEMENT	30.09
				MILEAGE REIMBURSEMENT	26.52
				MILEAGE REIMBURSEMENT	91.29
	Vendor Total		**297.90**		
FYTD for KASHEFIPOUR, HOSSEIN			**638.90**		
KING, PATRICIA A.				Remit to: **LAS VEGAS** **NV**	
	4/4/2011	207239	267.88		
				RETIREE MED APR '11	267.88
	Vendor Total		**267.88**		
FYTD for KING, PATRICIA A.			**3,085.60**		
KINGCADE, LAVETTE				Remit to: **PERRIS** **CA**	
	4/18/2011	207455	45.00		
				REFUND-ANML SVC FEES	19.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**45.00**		
FYTD for KINGCADE, LAVETTE			**45.00**		
KLAGUES, JENNELL				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207240	75.00		
				REFUND-NEUTER DEPOSIT	75.00
	Vendor Total		**75.00**		
FYTD for KLAGUES, JENNELL			**75.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KOLB, CHARLES E.				Remit to: **MORENO VALLEY CA**	
	4/4/2011	882434	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLB, CHARLES E.			**3,187.30**		
KOLLAR, KYLE				Remit to: **MORENO VALLEY CA**	
	4/4/2011	882435	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for KOLLAR, KYLE			**3,187.30**		
KONICA MINOLTA BUSINESS SOLUTIONS USA				Remit to: **RAMSEY NJ**	
	4/18/2011	207456	79.48		
				REFUND-BUS LIC OVRPMT	79.48
	Vendor Total		**79.48**		
FYTD for KONICA MINOLTA BUSINESS SOLUTIONS USA			**79.48**		
KOSER, MATTHEW				Remit to: **MORENO VALLEY CA**	
	4/11/2011	207368	75.00		
				PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total		**75.00**		
FYTD for KOSER, MATTHEW			**75.00**		
KYLE, GARY M.				Remit to: **PRESCOTT VALLEY AZ**	
	4/4/2011	882436	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for KYLE, GARY M.			**3,187.30**		
L D M PLUMBING & MECHANICAL, INC				Remit to: **ORCUTT CA**	
	4/11/2011	207369	23.13		
				REFUND-BUS LIC OVRPMT	23.13
	Vendor Total		**23.13**		
FYTD for L D M PLUMBING & MECHANICAL, INC			**23.13**		
LAFATA, JOSEPHINE				Remit to: **MORENO VALLEY CA**	
	4/4/2011	882437	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LAFATA, JOSEPHINE			**3,168.46**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAM, FRANCISCO				Remit to: **PERRIS** **CA**	
	4/25/2011	207546	36.00		
				REFUND-CAMP REGIST	36.00
	Vendor Total		**36.00**		
FYTD for LAM, FRANCISCO			**195.25**		
LANG, TRACEY				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207241	152.00		
				INSTRUCTIONAL SVCS-4 DAYS	152.00
	4/11/2011	207370	152.00		
				INSTRUCTIONAL SVCS-4 DAYS	152.00
	Vendor Total		**304.00**		
FYTD for LANG, TRACEY			**760.00**		
LAW ENFORCEMENT ASSOCIATES				Remit to: **RALEIGH** **NC**	
	4/25/2011	207547	12,541.83		
				MICRO DV CAMERAS-PD	12,000.00
				MEMORY CARDS-PD	1,119.60
				DISCOUNT-PD	-1,697.23
				SHIPPING-PD	120.00
				SALES TAX-PD	999.46
	Vendor Total		**12,541.83**		
FYTD for LAW ENFORCEMENT ASSOCIATES			**12,541.83**		
LAWN TECH EQUIPMENT				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	882594	14.59		
				TREE TRIMMING EQUIP PART	14.59
	Vendor Total		**14.59**		
FYTD for LAWN TECH EQUIPMENT			**2,632.41**		
LEAAETOA, SAVIETI ASELA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207242	54.54		
				REFUND-CITATION OVRPMT	54.54
	Vendor Total		**54.54**		
FYTD for LEAAETOA, SAVIETI ASELA			**54.54**		
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV				Remit to: **RANCHO MIRAGE** **CA**	
	4/4/2011	207243	100.00		
				ANNUAL MEMBERSHIP	100.00
	Vendor Total		**100.00**		
FYTD for LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV			**100.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LENNY'S AUTO REPAIR				Remit to: **PERRIS** **CA**	
	4/4/2011	207244	100.61		
				REFUND-BUS LIC OVRPMT	100.61
	Vendor Total		**100.61**		
FYTD for LENNY'S AUTO REPAIR			**100.61**		
LEWIS, CAROLYN S.				Remit to: **BEAUMONT** **CA**	
	4/4/2011	882438	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LEWIS, CAROLYN S.			**3,168.46**		
LEXISNEXIS				Remit to: **LOS ANGELES** **CA**	
	4/25/2011	882595	1,480.00		
				ONLINE SVCS-CDD	370.00
				ONLINE SVCS-CITY ATTORNEYS	740.00
				ONLINE SVCS-CITY CLERKS	370.00
	Vendor Total		**1,480.00**		
FYTD for LEXISNEXIS			**16,280.00**		
LINDA CONSTANT, PAUL NEY				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207245	6,400.00		
				SETTLEMENT AGREEMENT	6,400.00
	Vendor Total		**6,400.00**		
FYTD for LINDA CONSTANT, PAUL NEY			**6,400.00**		
LINTON, ROBERT				Remit to: **CORONA** **CA**	
	4/11/2011	207372	1,500.00		
				TUITION REIMBURSEMENT	1,500.00
	Vendor Total		**1,500.00**		
FYTD for LINTON, ROBERT			**1,500.00**		
LOAR, CARRIE				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207373	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for LOAR, CARRIE			**50.00**		
LOGAN, CHARLES				Remit to: **LAS VEGAS** **NV**	
	4/4/2011	882439	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LOGAN, CHARLES			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LONTHAIR, PAUL				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207374	75.00		
				PER DIEM-OTS LDRSHP & TRNG SEM	75.00
	Vendor Total		**75.00**		
FYTD for LONTHAIR, PAUL			**75.00**		
LOPEZ, EMMANUEL				Remit to: **PERRIS** **CA**	
	4/18/2011	207457	76.00		
				REFUND-ANML SVC FEES	30.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	20.00
				REFUND-ANML SVC FEES	16.00
	Vendor Total		**76.00**		
FYTD for LOPEZ, EMMANUEL			**76.00**		
LOR GEOTECHNICAL GROUP, INC.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	882440	500.00		
				SUNNYMD BLVD PED ACCESS RAMP	500.00
	4/18/2011	882547	8,056.00		
				IRONWD AVE-DAY TO BARCLAY PROJ	8,056.00
	4/25/2011	882596	6,938.00		
				IRONWD AVE-DAY TO BARCLAY PROJ	6,938.00
	Vendor Total		**15,494.00**		
FYTD for LOR GEOTECHNICAL GROUP, INC.			**77,755.00**		
LOS ANGELES TIMES				Remit to: **PHOENIX** **AZ**	
	4/4/2011	207246	23.92		
				SUBSCRIPTION RNWL-CITY MGR	23.92
	Vendor Total		**23.92**		
FYTD for LOS ANGELES TIMES			**47.84**		
LOYOLA, MICHAEL				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207247	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for LOYOLA, MICHAEL			**95.00**		
LUMLEY, ROBERT C.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882441	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for LUMLEY, ROBERT C.			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LUTHERAN SOCIAL SERVICES OF SO. CALI F.			Remit to: **RIVERSIDE**	**CA**
4/11/2011	882512	5,000.00		
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
	Vendor Total	**5,000.00**		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.		**24,882.00**		
M J CLEANING COMPANY			Remit to: **MORENO VALLEY**	**CA**
4/4/2011	207248	43.38		
			REFUND-BUS LIC OVRPMT	43.38
	Vendor Total	**43.38**		
FYTD for M J CLEANING COMPANY		**85.95**		
MARINA LANDSCAPE, INC			Remit to: **ANAHEIM**	**CA**
4/25/2011	207599	9,419.95		
			LANDSCAPE MAINT-DSG2	4,425.04
			LANDSCAPE MAINT-DSG2	4,994.91
	Vendor Total	**9,419.95**		
FYTD for MARINA LANDSCAPE, INC		**76,927.80**		
MARTINEZ, DEO			Remit to: **MORENO VALLEY**	**CA**
4/25/2011	207549	90.00		
			REFUND-FALSE ALARM FEE	90.00
	Vendor Total	**90.00**		
FYTD for MARTINEZ, DEO		**90.00**		
MARTINEZ, REGGIE			Remit to: **MORENO VALLEY**	**CA**
4/18/2011	207458	70.00		
			SPORTS OFFICIATING SVCS	70.00
4/25/2011	207550	70.00		
			SPORTS OFFICIATING SVCS	70.00
	Vendor Total	**140.00**		
FYTD for MARTINEZ, REGGIE		**910.00**		
MATHIS, NOLAN			Remit to: **JACKSON**	**KY**
4/4/2011	882442	290.00		
			FEB '11, PD APR '11	290.00
	Vendor Total	**290.00**		
FYTD for MATHIS, NOLAN		**2,948.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MATICH CORPORATION				Remit to: **SAN BERNARDINO** **CA**	
	4/18/2011	882548	0.00		
				ASPHALTIC MATERIALS	9,040.37
				VOIDED CHECK #882548ON 4/21/11	-9,040.37
	4/25/2011	207600	10,985.94		
				ASPHALTIC MATERIALS	1,381.52
				ASPHALTIC MATERIALS	145.73
				ASPHALTIC MATERIALS	161.03
				ASPHALTIC MATERIALS	114.39
				ASPHALTIC MATERIALS	142.90
				ASPHALTIC MATERIALS	9,040.37
	Vendor Total		**10,985.94**		
FYTD for MATICH CORPORATION			**32,020.94**		
MATTHEW BENDER & CO., INC.				Remit to: **PHILADELPHIA** **PA**	
	4/25/2011	207551	1,672.00		
				TIME MATTERS MAINT-TECH SVCS	210.00
				TIME MATTERS MAINT-TECH SVCS	-10.50
				TIME MATTERS MAINT-TECH SVCS	427.50
				BILLING MATTER MAINT-TECH SVCS	350.00
				BILLING MATTER MAINT-TECH SVCS	-17.50
				BILLING MATTER MAINT-TECH SVCS	712.50
	Vendor Total		**1,672.00**		
FYTD for MATTHEW BENDER & CO., INC.			**1,672.00**		
MAXINOSKI, SUE A.				Remit to: **AVINGER** **TX**	
	4/4/2011	882443	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MAXINOSKI, SUE A.			**3,187.30**		
MAYANS DEVELOPMENT INC				Remit to: **YORBA LINDA** **CA**	
	4/18/2011	207459	1,314.48		
				MAINT/REHAB SVCS-11620 WARBLER	340.00
				MAINT/REHAB SVCS-15736 GRANADA	974.48
	Vendor Total		**1,314.48**		
FYTD for MAYANS DEVELOPMENT INC			**126,039.81**		
McDONALD, CHRIS				Remit to: **PERRIS** **CA**	
	4/18/2011	207460	456.00		
				INSTRUCTIONAL SVCS-12 DAYS	456.00
	Vendor Total		**456.00**		
FYTD for McDONALD, CHRIS			**2,242.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MEEKS, DANIEL				Remit to: **PERRIS** **CA**	
	4/18/2011	882549	280.00		
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	40.00
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	80.00
	Vendor Total		**280.00**		
FYTD for MEEKS, DANIEL			**1,780.00**		
MENGISTU, YESHIALEM				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207461	115.26		
				MILEAGE REIMBURSEMENT	115.26
	Vendor Total		**115.26**		
FYTD for MENGISTU, YESHIALEM			**921.14**		
MESA, MICHELLE				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207249	404.50		
				REFUND-CITATION DISMISSED	404.50
	Vendor Total		**404.50**		
FYTD for MESA, MICHELLE			**404.50**		
MESSIN, LOUIS				Remit to: **BULLHEAD CITY** **AZ**	
	4/4/2011	882444	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MESSIN, LOUIS			**3,187.30**		
MEYERS, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207375	189.00		
				INSTRUCTION SVCS-DRAWING	189.00
	Vendor Total		**189.00**		
FYTD for MEYERS, ROBERT			**2,100.00**		
MILES, ROBERT				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882445	229.88		
				RETIREE MED APR '11	229.88
	Vendor Total		**229.88**		
FYTD for MILES, ROBERT			**2,086.70**		
MINARD, MARK E.				Remit to: **REDLANDS** **CA**	
	4/4/2011	882446	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MINARD, MARK E.			**3,123.94**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MIRANDA, JOANNA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207552	50.00		
				REFUND-TRAP DEPOSIT	50.00
	Vendor Total		**50.00**		
FYTD for MIRANDA, JOANNA			**100.00**		
MISTRETTA, ARTHUR				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	882550	180.00		
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	54.00
				SPORTS OFFICIATING SVCS	72.00
	Vendor Total		**180.00**		
FYTD for MISTRETTA, ARTHUR			**2,646.00**		
MOLLICA, MIKE				Remit to: **DUNNELLON** **FL**	
	4/4/2011	882447	401.42		
				RETIREE MED APR '11	401.42
	Vendor Total		**401.42**		
FYTD for MOLLICA, MIKE			**4,014.20**		
MONTO, DANIEL				Remit to: **RIVERSIDE** **CA**	
	4/18/2011	207462	26.01		
				MILEAGE REIMBURSEMENT	26.01
	Vendor Total		**26.01**		
FYTD for MONTO, DANIEL			**74.97**		
MORA, PATRICIA A.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882448	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for MORA, PATRICIA A.			**3,187.30**		
MORENO VALLEY BOWL				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207553	400.00		
				INSTRUCTOR SVCS-BOWLING	400.00
	Vendor Total		**400.00**		
FYTD for MORENO VALLEY BOWL			**800.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CHAMBER OF COMMERCE			Remit to: **MORENO VALLEY CA**	
4/11/2011	207376	90.00		
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
	Vendor Total	**90.00**		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		**28,720.00**		
MORENO VALLEY CITY EMPLOYEES ASSOC.			Remit to: **MORENO VALLEY CA**	
4/8/2011	2834	1,567.50		
			MVCEA DUES 4/8/11	1,567.50
4/22/2011	2842	1,562.00		
			MVCEA DUES 4/22/11	1,562.00
	Vendor Total	**3,129.50**		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		**34,484.00**		
MORENO VALLEY GATEWAY, LLC			Remit to: **SAN JUAN CAPISTRANO CA**	
4/18/2011	882551	17,142.59		
			BLDG LEASE-FACILITIES ANNEX	2,458.97
			BLDG LEASE-TECH SVCS ANNEX	5,475.90
			BLDG LEASE-SPCL DIST/MVU ANNEX	9,207.72
	Vendor Total	**17,142.59**		
FYTD for MORENO VALLEY GATEWAY, LLC		**171,425.90**		
MORENO VALLEY HISPANIC CHAMBER OF COMMER			Remit to: **MORENO VALLEY CA**	
4/11/2011	207377	70.00		
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
	Vendor Total	**70.00**		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		**6,230.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY POLICE VOLUNTEERS			Remit to: **MORENO VALLEY**	**CA**
4/11/2011	207378	700.00		
			DONATIONS	100.00
			DONATIONS	100.00
			DONATIONS	200.00
			DONATIONS	100.00
			DONATIONS	200.00
Vendor Total		**700.00**		
FYTD for MORENO VALLEY POLICE VOLUNTEERS		**700.00**		
MORENO VALLEY UTILITY			Remit to: **HEMET**	**CA**
4/25/2011	207554	4,964.77		
			ELECTRIC SVC-UT FIELD OFFICE	74.77
			ERT METERS-TRFFC ENG	4,890.00
Vendor Total		**4,964.77**		
FYTD for MORENO VALLEY UTILITY		**686,120.43**		
MORGAN, LISA A.			Remit to: **MENTONE**	**CA**
4/4/2011	882449	318.73		
			RETIREE MED APR '11	318.73
Vendor Total		**318.73**		
FYTD for MORGAN, LISA A.		**3,187.30**		
MSA - INLAND EMPIRE / DESERT CHAPTER			Remit to: **FONTANA**	**CA**
4/25/2011	207555	40.00		
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
Vendor Total		**40.00**		
FYTD for MSA - INLAND EMPIRE / DESERT CHAPTER		**40.00**		
MULTI - FAMILY BUILDERS, INC			Remit to: **PALM DESERT**	**CA**
4/4/2011	207250	57.00		
			REFUND-BUS LIC OVRPMT	57.00
Vendor Total		**57.00**		
FYTD for MULTI - FAMILY BUILDERS, INC		**57.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MUNOZ, ARIEL				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207464	79.29		
				MILEAGE REIMBURSEMENT	13.50
				MILEAGE REIMBURSEMENT	65.79
	Vendor Total		**79.29**		
FYTD for MUNOZ, ARIEL			**243.29**		
MUSICK, PEELER & GARRETT, LLP				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	207379	5,640.00		
				LEGAL SERVICES-HR	5,640.00
	Vendor Total		**5,640.00**		
FYTD for MUSICK, PEELER & GARRETT, LLP			**27,099.34**		
MYERS, ANA MARIA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207556	75.00		
				INSTRUCTOR SVCS-CPR/1ST AID	75.00
	Vendor Total		**75.00**		
FYTD for MYERS, ANA MARIA			**150.00**		
NATIONWIDE RETIREMENT SOLUTIONS				Remit to: **COLUMBUS** **OH**	
	4/8/2011	2832	8,290.90		
				PST DEF COMP FOR FICA 4/8/11	8,290.90
	4/8/2011	2833	23,944.87		
				DEF COMP-457 & 401(A) 4/8/11	23,944.87
	4/22/2011	2840	8,066.27		
				PST DEF COMP FOR FICA 4/22/11	8,066.27
	4/22/2011	2841	23,944.87		
				DEF COMP-457 & 401(A) 4/22/11	23,944.87
	4/22/2011	2848	119.00		
				DEF COMP-457 & 401(A) 4/22/11	119.00
	Vendor Total		**64,365.91**		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS			**687,065.66**		
NAVARRETTE, RALPH				Remit to: **RANCHO CUCAMONGA** **CA**	
	4/4/2011	882450	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for NAVARRETTE, RALPH			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVCO SECURITY SYSTEMS			Remit to: **ANAHEIM** **CA**	
4/11/2011	882513	6,518.60		
			INDOOR DOME CAMERAS-PSB	6,518.60
4/18/2011	882552	196.00		
			DVR REPAIR-POLICE	196.00
	Vendor Total	**6,714.60**		
FYTD for NAVCO SECURITY SYSTEMS		**7,313.35**		
NELSON, ROBERT			Remit to: **ONTARIO** **CA**	
4/4/2011	882451	325.66		
			RETIREE MED APR '11	325.66
	Vendor Total	**325.66**		
FYTD for NELSON, ROBERT		**3,136.24**		
NELSON, RUTH L.			Remit to: **PERRIS** **CA**	
4/4/2011	882452	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for NELSON, RUTH L.		**3,187.30**		
NELSON, TIMOTHY IVAN			Remit to: **GRAND TERRACE** **CA**	
4/11/2011	207380	532.00		
			INSTRUCTIONAL SVCS-14 DAYS	532.00
	Vendor Total	**532.00**		
FYTD for NELSON, TIMOTHY IVAN		**3,116.00**		
NEUSTAEDTER, CRAIG S			Remit to: **IRVINE** **CA**	
4/4/2011	207251	318.73		
			RETIREE MED APR '11	318.73
	Vendor Total	**318.73**		
FYTD for NEUSTAEDTER, CRAIG S		**3,187.30**		
NEW HORIZON MOBILE HOME PARK			Remit to: **LOS ANGELES** **CA**	
4/11/2011	882514	12.67		
			REFUND-UT USER TAXES	12.67
	Vendor Total	**12.67**		
FYTD for NEW HORIZON MOBILE HOME PARK		**58.49**		
NGUYEN, QUANG			Remit to: **AZUSA** **CA**	
4/18/2011	882553	114.24		
			MILEAGE REIMBURSEMENT	114.24
	Vendor Total	**114.24**		
FYTD for NGUYEN, QUANG		**462.24**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NIEBURGER, JUDITH A.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207252	401.42		
				RETIREE MED APR '11	401.42
	Vendor Total		**401.42**		
FYTD for NIEBURGER, JUDITH A.			**4,014.20**		
NINYO & MOORE GEOTECHNICAL				Remit to: **SAN DIEGO** **CA**	
	4/4/2011	207253	11,741.00		
				IRONWOOD AVE/INDIAN BASIN PROJ	11,741.00
	4/25/2011	207557	9,592.50		
				IRONWOOD AVE/INDIAN BASIN PROJ	9,592.50
	Vendor Total		**21,333.50**		
FYTD for NINYO & MOORE GEOTECHNICAL			**60,786.00**		
NOBEL SYSTEMS				Remit to: **SAN BERNARDINO** **CA**	
	4/25/2011	882599	3,892.00		
				GIS CONVERSION SVCS-TECH SVCS	3,892.00
	Vendor Total		**3,892.00**		
FYTD for NOBEL SYSTEMS			**53,352.00**		
NOBLES, GARRETT				Remit to: **HEMET** **CA**	
	4/18/2011	207465	107.10		
				MILEAGE REIMBURSEMENT	107.10
	Vendor Total		**107.10**		
FYTD for NOBLES, GARRETT			**613.18**		
OFFICE DEPOT				Remit to: **LOS ANGELES** **CA**	
	4/25/2011	207558	91.07		
				EMERG OFFICE SUPPLIES-FIRE PRV	91.07
	Vendor Total		**91.07**		
FYTD for OFFICE DEPOT			**179.79**		
OKABE, LESLIE				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207382	30.00		
				REFUND-FALSE ALARM FEE	30.00
	Vendor Total		**30.00**		
FYTD for OKABE, LESLIE			**30.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OPERATION SAFEHOUSE, INC.			Remit to: **RIVERSIDE**	**CA**
4/11/2011	207383	1,952.02		
			CDBG SVCS-SHELTER PRGM	1,838.56
			CDBG SVCS-SHELTER PRGM	113.46
	Vendor Total	**1,952.02**		
FYTD for OPERATION SAFEHOUSE, INC.		**10,497.48**		
ORACLE AMERICA			Remit to: **SAN FRANCISCO**	**CA**
4/25/2011	207559	21,621.69		
			ONEWORLD MAINT-TECH SVCS	21,621.69
	Vendor Total	**21,621.69**		
FYTD for ORACLE AMERICA		**64,865.07**		
ORROCK, POPKA, FORTINO & BRISLIN			Remit to: **RIVERSIDE**	**CA**
4/11/2011	882515	740.05		
			LEGAL SERVICES-RISK MGT	740.05
4/18/2011	882554	789.70		
			LEGAL SERVICES-RISK MGT	626.40
			LEGAL SERVICES-RISK MGT	163.30
	Vendor Total	**1,529.75**		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		**12,669.23**		
OTAKU WANTED			Remit to: **MORENO VALLEY**	**CA**
4/4/2011	207254	57.00		
			REFUND-BUS LIC OVRPMT	57.00
	Vendor Total	**57.00**		
FYTD for OTAKU WANTED		**57.00**		
OVERLAND PACIFIC & CUTLER, INC.			Remit to: **LONG BEACH**	**CA**
4/11/2011	882516	105.00		
			SR-60/NASON ST. INTRCHNG PROJ	105.00
4/18/2011	882555	13,440.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
	Vendor Total	**13,545.00**		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		**116,037.75**		
P&D CONSULTANTS, INC.			Remit to: **ORANGE**	**CA**
4/4/2011	207255	4,800.00		
			UNITY CT WATER CONSERV PROJ	1,500.00
			UNITY CT WATER CONSERV PROJ	2,200.00
			UNITY CT WATER CONSERV PROJ	1,100.00
	Vendor Total	**4,800.00**		
FYTD for P&D CONSULTANTS, INC.		**4,800.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PACIFIC GREEN HORTICULTURAL SVC			Remit to: **UPLAND** **CA**	
4/11/2011	882517	989.00		
			FERTILIZATION SVCS-E1	302.97
			FERTILIZATION SVCS-E4	550.15
			FERTILIZATION SVCS-E7	112.61
			FERTILIZATION SVCS-E14	23.27
	Vendor Total	**989.00**		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		**7,526.83**		
PACIFIC SAFETY COUNCIL			Remit to: **SAN DIEGO** **CA**	
4/18/2011	207498	3,240.00		
			SAFETY TRAINING WORKSHOP	3,240.00
	Vendor Total	**3,240.00**		
FYTD for PACIFIC SAFETY COUNCIL		**3,435.75**		
PACIFIC TELEMANAGEMENT SERVICES			Remit to: **SAN RAMON** **CA**	
4/18/2011	882557	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
	Vendor Total	**438.48**		
FYTD for PACIFIC TELEMANAGEMENT SERVICES		**4,384.80**		
PAINTING BY ZEB BODE			Remit to: **NORCO** **CA**	
4/4/2011	207305	2,400.00		
			PAINTING SVCS-CELEB PARK	2,400.00
	Vendor Total	**2,400.00**		
FYTD for PAINTING BY ZEB BODE		**12,450.00**		
PARAGON TATTOO			Remit to: **MORENO VALLEY** **CA**	
4/11/2011	207384	24.97		
			REFUND-BUS LIC OVRPMT	24.97
	Vendor Total	**24.97**		
FYTD for PARAGON TATTOO		**24.97**		
PAREDES, KRYSTAL			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207466	9,418.50		
			RENTAL ASSISTANCE	9,418.50
	Vendor Total	**9,418.50**		
FYTD for PAREDES, KRYSTAL		**9,418.50**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PATH OF LIFE MINISTRIES			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207385	15,000.00		
			CDBG SVCS-SHELTER PRGM	15,000.00
	Vendor Total	**15,000.00**		
FYTD for PATH OF LIFE MINISTRIES		**15,000.00**		
PATTERSON, ALFREY			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207256	229.88		
			RETIREE MED APR '11	229.88
	Vendor Total	**229.88**		
FYTD for PATTERSON, ALFREY		**2,086.70**		
PATTERSON, MICHAEL			Remit to: **PERRIS** **CA**	
4/18/2011	207467	200.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
	Vendor Total	**200.00**		
FYTD for PATTERSON, MICHAEL		**560.00**		
PAUL, MICHAEL			Remit to: **HEMET** **CA**	
4/18/2011	207468	418.00		
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	110.00
			SPORTS OFFICIATING SVCS	44.00
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	88.00
			SPORTS OFFICIATING SVCS	44.00
	Vendor Total	**418.00**		
FYTD for PAUL, MICHAEL		**1,967.00**		
PAYAN, GISELA			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207560	200.00		
			REFUND-RNTL DEP 3/20/11	200.00
	Vendor Total	**200.00**		
FYTD for PAYAN, GISELA		**200.00**		
PENA, IRIS			Remit to: **MORENO VALLEY** **CA**	
4/18/2011	207469	60.08		
			MILEAGE REIMBURSEMENT	60.08
4/25/2011	207561	70.48		
			MILEAGE REIMBURSEMENT	70.48
	Vendor Total	**130.56**		
FYTD for PENA, IRIS		**645.89**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PENTON MEDIA, INC.				Remit to: **OVERLAND PARK** **KS**	
	4/25/2011	882600	2,500.00		
				ADVERTISING SVCS-EDD	2,500.00
	Vendor Total		**2,500.00**		
FYTD for PENTON MEDIA, INC.			**5,000.00**		
PERMA				Remit to: **PALM DESERT** **CA**	
	4/11/2011	882518	423.22		
				PROP INS PREMIUM AUDIT	423.22
	Vendor Total		**423.22**		
FYTD for PERMA			**469,862.69**		
PERRIS VALLEY PRINTING CO.				Remit to: **MENIFEE** **CA**	
	4/11/2011	207386	172.91		
				IAR FORMS-FINANCE	159.00
				IAR FORMS-SALES TAX	13.91
	Vendor Total		**172.91**		
FYTD for PERRIS VALLEY PRINTING CO.			**1,559.30**		
PERRY, NORMA				Remit to: **PIONEER** **CA**	
	4/4/2011	207257	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for PERRY, NORMA			**3,187.30**		
PERS LONG TERM CARE PROGRAM				Remit to: **PASADENA** **CA**	
	4/11/2011	207387	458.63		
				LONG TERM CARE INSURANCE	458.63
	4/25/2011	207562	458.63		
				LONG TERM CARE INSURANCE	458.63
	Vendor Total		**917.26**		
FYTD for PERS LONG TERM CARE PROGRAM			**10,259.90**		
PETERSON, CHRISTINE				Remit to: **MENTONE** **CA**	
	4/18/2011	207470	297.46		
				TRAVEL EXP.-BOOST CONFERENCE	48.96
				TRAVEL EXP.-BOOST CONFERENCE	248.50
	Vendor Total		**297.46**		
FYTD for PETERSON, CHRISTINE			**1,797.46**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PHILLIPS, LA TAVIA				Remit to: **MORENO VALLEY CA**	
	4/25/2011	207563	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for PHILLIPS, LA TAVIA			**20.00**		
PITASSI ARCHITECTS, INC				Remit to: **RANCHO CUCAMONGA CA**	
	4/11/2011	882519	753.34		
				CORPORATE YARD FACILITY PROJ	753.34
	4/18/2011	882558	264.51		
				CORPORATE YARD FACILITY PROJ	264.51
	Vendor Total		**1,017.85**		
FYTD for PITASSI ARCHITECTS, INC			**169,478.51**		
PLANIT REPROGRAPHICS				Remit to: **RIVERSIDE CA**	
	4/11/2011	207388	78.65		
				RPRGRPHC SVCS-AUTO MALL PROJ.	78.65
	Vendor Total		**78.65**		
FYTD for PLANIT REPROGRAPHICS			**78.65**		
POIEMA LANDSCAPE, INC.				Remit to: **COLTON CA**	
	4/25/2011	882601	3,843.15		
				LANDSCAPE MAINT-ZONE S	1,712.15
				LANDSCAPE MAINT-E12	2,131.00
	Vendor Total		**3,843.15**		
FYTD for POIEMA LANDSCAPE, INC.			**42,583.20**		
POSTMASTER				Remit to: **MORENO VALLEY CA**	
	4/11/2011	207389	11,040.00		
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
				POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
	4/18/2011	207471	770.00		
				BRM PERMIT/ANNL MAINT FEES	636.55
				BRM PERMIT/ANNL MAINT FEES	133.45
	Vendor Total		**11,810.00**		
FYTD for POSTMASTER			**36,159.87**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
POUNDS, NANCY				Remit to: **REDLANDS** **CA**	
	4/11/2011	207390	611.50		
				TUITION REIMBURSEMENT	611.50
	Vendor Total		**611.50**		
FYTD for POUNDS, NANCY			**1,813.00**		
POWER PLUS				Remit to: **ANAHEIM** **CA**	
	4/4/2011	207258	26.93		
				REFUND-BUS LIC OVRPMT	26.93
	Vendor Total		**26.93**		
FYTD for POWER PLUS			**26.93**		
POWERTECH ENGINES, INC.				Remit to: **LOS ALTOS** **CA**	
	4/25/2011	207564	298.23		
				PART-STREET SWEEPER	298.23
	Vendor Total		**298.23**		
FYTD for POWERTECH ENGINES, INC.			**298.23**		
PRESS ENTERPRISE				Remit to: **RIVERSIDE** **CA**	
	4/25/2011	207565	5,845.70		
				ADVERTISING SVCS-EDD	4,529.48
				ADVERTISING SVCS-EDD	828.73
				ADVERTISING SVCS-EDD	487.49
	Vendor Total		**5,845.70**		
FYTD for PRESS ENTERPRISE			**8,066.10**		
PRICE, GEORGE E.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882454	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for PRICE, GEORGE E.			**3,187.30**		
PROTECTION ONE, INC.				Remit to: **WITCHITA** **KS**	
	4/11/2011	207391	42.00		
				MONITORING SVCS-PRO SHOP	21.00
				MONITORING SVCS-MVTV STUDIO	21.00
	Vendor Total		**42.00**		
FYTD for PROTECTION ONE, INC.			**404.00**		
PULLIAM, TRENT D.				Remit to: **MISSION VIEJO** **CA**	
	4/4/2011	882455	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for PULLIAM, TRENT D.			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PW ENHANCEMENT CENTER				Remit to: **MORENO VALLEY CA**	
	4/11/2011	882520	2,485.12		
				CDBG SVCS-EMERG SVCS PRGM	2,485.12
	Vendor Total		**2,485.12**		
FYTD for PW ENHANCEMENT CENTER			**58,633.80**		
QWEST COMMUNICATIONS COMPANY, LLC				Remit to: **DENVER CO**	
	4/18/2011	207472	48.29		
				REFUND-BUS LIC OVRPMT	48.29
	Vendor Total		**48.29**		
FYTD for QWEST COMMUNICATIONS COMPANY, LLC			**48.29**		
R & S OVERHEAD DOORS, INC.				Remit to: **FONTANA CA**	
	4/11/2011	882521	516.00		
				MOVABLE WALL MAINT-SENIOR CT	516.00
	4/25/2011	882602	1,121.00		
				DOOR MAINT-FS #58	201.00
				DOOR MAINT-FS #2	201.00
				DOOR MAINT-FS #48	141.00
				DOOR MAINT-FS #6	201.00
				DOOR MAINT-FS #65	141.00
				DOOR MAINT-FS #91	236.00
	Vendor Total		**1,637.00**		
FYTD for R & S OVERHEAD DOORS, INC.			**20,397.25**		
RALLY MANAGEMENT SERVICES, LLC				Remit to: **RANCHO CUCAMONGA CA**	
	4/18/2011	882559	4,422.60		
				TEMP SVCS-R HENDERSON W/E 3/13	719.28
				TEMP SVCS-R HENDERSON W/E 3/20	719.28
				TEMP SVCS-R HENDERSON W/E 3/27	719.28
				TEMP SVCS-J RODRIGUEZ W/E 3/13	754.92
				TEMP SVCS-J RODRIGUEZ W/E 3/20	754.92
				TEMP SVCS-J RODRIGUEZ W/E 3/27	754.92
	Vendor Total		**4,422.60**		
FYTD for RALLY MANAGEMENT SERVICES, LLC			**63,130.55**		
RAMIREZ, MARISOL				Remit to: **MORENO VALLEY CA**	
	4/18/2011	207473	24.00		
				INSTRUCTOR SVCS-FOLKLORIC DANC	24.00
	Vendor Total		**24.00**		
FYTD for RAMIREZ, MARISOL			**42.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RAMOS, ROBERTO				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207392	216.00		
				INSTRUCTION SVCS-TAE KWON DO	162.00
				INSTRUCTION SVCS-TAE KWON DO	54.00
	Vendor Total		**216.00**		
FYTD for RAMOS, ROBERTO			**723.00**		
RAY-RAMIREZ, DARCY L.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207259	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for RAY-RAMIREZ, DARCY L.			**1,912.38**		
RICE FIRE PROTECTION				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207260	314.13		
				REFUND-BUS LIC OVRPMT	314.13
	Vendor Total		**314.13**		
FYTD for RICE FIRE PROTECTION			**314.13**		
RICK ENGINEERING COMPANY				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	882456	985.00		
				T/S-SUNNYMD RANCH/VILLAGE RD	985.00
	4/18/2011	882560	260.00		
				DRACAEA SIDEWALK IMPRVMNT PROJ	260.00
	Vendor Total		**1,245.00**		
FYTD for RICK ENGINEERING COMPANY			**38,513.16**		
RIGHTWAY SITE SERVICES, INC.				Remit to: **LAKE ELSINORE** **CA**	
	4/18/2011	207474	72.38		
				PORTABLE RESTROOM-GOLF COURSE	72.38
	Vendor Total		**72.38**		
FYTD for RIGHTWAY SITE SERVICES, INC.			**144.76**		
RIVERSIDE AREA RAPE CRISIS CENTER				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	207394	982.17		
				CDBG SVCS-ABUSE PREV PRGM	492.12
				CDBG SVCS-ABUSE PREV PRGM	490.05
	Vendor Total		**982.17**		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER			**5,463.83**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE CONSTRUCTION COMPANY, INC			Remit to: **RIVERSIDE** **CA**	
4/7/2011	110403	23,656.80		
			RETENTN PYMT PER ESCROW AGRMNT	23,656.80
	Vendor Total	**23,656.80**		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		**2,955,545.50**		
RIVERSIDE COUNTY ASSESSOR			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207261	225.00		
			RECORDING FEES-PW	225.00
	Vendor Total	**225.00**		
FYTD for RIVERSIDE COUNTY ASSESSOR		**324.00**		
RIVERSIDE COUNTY CLERK/RECORDER			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207262	156.00		
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
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			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
4/11/2011	207395	13.00		
			LIEN RELEASE FEE-CODE	13.00
4/18/2011	207475	78.00		
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
			LIEN RELEASE FEE-FIRE PREV	13.00
4/25/2011	207566	13.00		
			LIEN RELEASE FEE-FIRE PREV	13.00
	Vendor Total	**260.00**		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		**500.00**		
RIVERSIDE COUNTY DEPARTMENT OF HEALTH			Remit to: **RIVERSIDE** **CA**	
4/18/2011	207476	225.00		
			MASSAGE TECH EXAMS-BUS LIC	225.00
	Vendor Total	**225.00**		
FYTD for RIVERSIDE COUNTY DEPARTMENT OF HEALTH		**750.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY HABITAT CONSERVATION			Remit to: **RIVERSIDE**	**CA**
4/18/2011	207477	4,750.00		
			MITIGATION FEES	4,750.00
	Vendor Total	**4,750.00**		
FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION		**93,650.00**		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY			Remit to: **RIVERSIDE**	**CA**
4/4/2011	207263	1,982.12		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			RADIO SVCS-POLICE	1,769.45
4/25/2011	207567	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			VPN CONNECTION-TECH SVCS	30.26
	Vendor Total	**2,225.05**		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		**19,511.60**		
RIVERSIDE COUNTY SHERIFF			Remit to: **RIVERSIDE**	**CA**
4/4/2011	882459	9,412.26		
			BOOKING FEES-POLICE	9,412.26
	Vendor Total	**9,412.26**		
FYTD for RIVERSIDE COUNTY SHERIFF		**22,414,946.15**		
RIVERSIDE COUNTY SHERIFF COURT SERVICES			Remit to: **RIVERSIDE**	**CA**
4/11/2011	207396	648.41		
			GARNISHMENT	173.66
			GARNISHMENT	474.75
4/25/2011	207568	883.20		
			GARNISHMENT	175.16
			GARNISHMENT	474.93
			GARNISHMENT	233.11
	Vendor Total	**1,531.61**		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		**17,361.03**		
RIVERSIDE COUNTY SHERIFF MV			Remit to: **MORENO VALLEY**	**CA**
4/4/2011	207264	288.84		
			EXTRA DUTY SVCS-PD	282.68
			EXTRA DUTY SVCS-PD	6.16
	Vendor Total	**288.84**		
FYTD for RIVERSIDE COUNTY SHERIFF MV		**178,889.29**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE RUBBER STAMP & ENGRAVING			Remit to: **RIVERSIDE** **CA**	
4/4/2011	207306	20.64		
			GREEN STAMP-PURCHASING	13.46
			GREEN STAMP-PURCHASING	6.00
			GREEN STAMP-PURCHASING	1.18
	Vendor Total	**20.64**		
FYTD for RIVERSIDE RUBBER STAMP & ENGRAVING		**166.99**		
RLZ ENGINEERING			Remit to: **CORONA** **CA**	
4/18/2011	882562	6,882.00		
			TEMP STAFFING SVCS-CAP PROJS	6,882.00
	Vendor Total	**6,882.00**		
FYTD for RLZ ENGINEERING		**60,977.00**		
ROBERT ALLEN CUNNINGHAM & JOANNA SMITH			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207265	7,900.00		
			MOVING EXPENSES-PERRIS BL PROJ	7,900.00
	Vendor Total	**7,900.00**		
FYTD for ROBERT ALLEN CUNNINGHAM & JOANNA SMITH		**13,075.00**		
ROBINSON, JOAQUIN DIEGO			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207397	190.00		
			INSTRUCTIONAL SVCS-5 DAYS	190.00
	Vendor Total	**190.00**		
FYTD for ROBINSON, JOAQUIN DIEGO		**1,748.00**		
ROCHA, SARA L.			Remit to: **QUEEN CREEK** **AZ**	
4/4/2011	882461	812.31		
			JAN-MAR '1 ($152.10 X 3), MAR-	812.31
	Vendor Total	**812.31**		
FYTD for ROCHA, SARA L.		**3,356.87**		
RODRIGUEZ, CARLOS			Remit to: **SUN CITY** **CA**	
4/18/2011	207478	1,500.00		
			TUITION REIMBURSEMENT	1,500.00
	Vendor Total	**1,500.00**		
FYTD for RODRIGUEZ, CARLOS		**1,500.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RODRIGUEZ, HECTOR				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207479	160.00		
				SPORTS OFFICIATING SVCS	80.00
				SPORTS OFFICIATING SVCS	80.00
		Vendor Total	**160.00**		
FYTD for RODRIGUEZ, HECTOR			**1,160.00**		
RODRIGUEZ, LAUREN				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207569	105.57		
				MILEAGE REIMBURSEMENT	105.57
		Vendor Total	**105.57**		
FYTD for RODRIGUEZ, LAUREN			**783.03**		
RODRIGUEZ, RUDY				Remit to: **WHITTIER** **CA**	
	4/11/2011	207398	553.20		
				GARNISHMENT REFUND	553.20
		Vendor Total	**553.20**		
FYTD for RODRIGUEZ, RUDY			**553.20**		
ROGERS, EUGENE				Remit to: **PALM SPRINGS** **CA**	
	4/4/2011	882462	318.73		
				RETIREE MED APR '11	318.73
		Vendor Total	**318.73**		
FYTD for ROGERS, EUGENE			**3,187.30**		
ROGERS, KIANNA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207570	45.90		
				MILEAGE REIMBURSEMENT	45.90
		Vendor Total	**45.90**		
FYTD for ROGERS, KIANNA			**1,075.53**		
ROSS, DAVID T.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882463	318.73		
				RETIREE MED APR '11	318.73
		Vendor Total	**318.73**		
FYTD for ROSS, DAVID T.			**3,187.30**		
ROSSON, LOUIS A.				Remit to: **PERRIS** **CA**	
	4/4/2011	882464	270.80		
				RETIREE MED APR '11	174.30
				MAR "11, PAID APR '11	96.50
		Vendor Total	**270.80**		
FYTD for ROSSON, LOUIS A.			**2,917.96**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RUIZ, HENRY				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207571	300.00		
				REFUND-RNTL DEP 4/2/11	100.00
				REFUND-RNTL DEP 4/2/11	200.00
	Vendor Total		**300.00**		
FYTD for RUIZ, HENRY			**300.00**		
RUSSO, JOHN				Remit to: **RANCHO MIRAGE** **CA**	
	4/4/2011	882465	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for RUSSO, JOHN			**3,187.30**		
RUVALCABA, RAFAEL				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207399	380.00		
				INSTRUCTIONAL SVCS-10 DAYS	380.00
	Vendor Total		**380.00**		
FYTD for RUVALCABA, RAFAEL			**1,178.00**		
SA ASSOCIATES				Remit to: **ARCADIA** **CA**	
	4/4/2011	882466	10,050.00		
				TEMP STAFFING SVCS-CAP PROJS	10,050.00
	4/18/2011	882563	12,525.00		
				TEMP STAFFING SVCS-CAP PROJS	12,525.00
	Vendor Total		**22,575.00**		
FYTD for SA ASSOCIATES			**110,175.00**		
SAFEPLAY BY DESIGN, INC				Remit to: **ELK GROVE** **CA**	
	4/11/2011	207400	15.00		
				INSPECTION WORKSHEETS-PARKS	15.00
	Vendor Total		**15.00**		
FYTD for SAFEPLAY BY DESIGN, INC			**15.00**		
SAFETY KLEEN CORP.				Remit to: **HIGHLAND** **CA**	
	4/4/2011	207266	1,200.57		
				WASHING TANK SVC-PW MAINT	825.00
				WASHING TANK SVC-PW MAINT	375.57
	Vendor Total		**1,200.57**		
FYTD for SAFETY KLEEN CORP.			**1,200.57**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAGASTUME, MARIO				Remit to: **HEMET** CA	
	4/11/2011	207401	342.00		
				INSTRUCTIONAL SVCS-9 DAYS	342.00
	Vendor Total		**342.00**		
FYTD for SAGASTUME, MARIO			**1,064.00**		
SALMAN, CLAUDIA				Remit to: **MORENO VALLEY** CA	
	4/11/2011	207402	183.60		
				INSTRUCTION SVCS-ZUMBA	183.60
	Vendor Total		**183.60**		
FYTD for SALMAN, CLAUDIA			**523.20**		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				Remit to: **SAN BERNARDINO** CA	
	4/4/2011	882467	919.09		
				FIRE EXTING SVC-EMRG MGT	239.48
				FIRE EXTING SVC-EMRG MGT	79.61
				FIRE SPRINKLER MAINT-CONF & RE	600.00
	Vendor Total		**919.09**		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP			**3,993.41**		
SANCHEZ HANDYMAN				Remit to: **MORENO VALLEY** CA	
	4/4/2011	207267	62.37		
				REFUND-BUS LIC OVRPMT	62.37
	Vendor Total		**62.37**		
FYTD for SANCHEZ HANDYMAN			**62.37**		
SARES REGIS MANAGEMENT COMPNAY				Remit to: **IRVINE** CA	
	4/4/2011	207268	46.81		
				REFUND-BUS LIC OVRPMT	46.81
	Vendor Total		**46.81**		
FYTD for SARES REGIS MANAGEMENT COMPNAY			**69.95**		
SAVI PROFESSIONAL SERVICES, INC.				Remit to: **ANAHEIM** CA	
	4/4/2011	207269	90.00		
				REFUND-FALSE ALARM OVRPMT	90.00
	Vendor Total		**90.00**		
FYTD for SAVI PROFESSIONAL SERVICES, INC.			**90.00**		
SCHMIDT, MATTHEW				Remit to: **MORENO VALLEY** CA	
	4/11/2011	207403	195.00		
				PER DIEM-CRIM HWY INTRDCTN TRN	195.00
	Vendor Total		**195.00**		
FYTD for SCHMIDT, MATTHEW			**195.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SCHOENFELDER, LAURA			Remit to: **PERRIS** **CA**	
4/11/2011	207404	114.00		
			INSTRUCTIONAL SVCS-3 DAYS	114.00
	Vendor Total	**114.00**		
FYTD for SCHOENFELDER, LAURA		**380.00**		
SCOTT C NELSON, M D			Remit to: **REDLANDS** **CA**	
4/4/2011	207270	42.87		
			REFUND-BUS LIC OVRPMT	42.87
	Vendor Total	**42.87**		
FYTD for SCOTT C NELSON, M D		**42.87**		
SECURITY LOCK & KEY			Remit to: **YUCAIPA** **CA**	
4/11/2011	882522	64.21		
			FILE CABINET LOCKS-LAND DEV	64.21
4/18/2011	882565	701.83		
			LOCK SERVICE-CITY HALL	177.00
			LOCK SERVICE-CITY HALL	118.33
			LOCK SERVICE-FACILITIES	406.50
4/25/2011	882604	97.50		
			MISC LOCK REPAIR-PD	97.50
	Vendor Total	**863.54**		
FYTD for SECURITY LOCK & KEY		**3,955.22**		
SERRANO, RYAN			Remit to: **BEAUMONT** **CA**	
4/4/2011	207271	95.00		
			REFUND-RABIES/NEUTER DEPOSIT	20.00
			REFUND-RABIES/NEUTER DEPOSIT	75.00
	Vendor Total	**95.00**		
FYTD for SERRANO, RYAN		**95.00**		
SHAH, ANJUM			Remit to: **PERRIS** **CA**	
4/25/2011	207572	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	**20.00**		
FYTD for SHAH, ANJUM		**20.00**		
SHAH, JAGDISH			Remit to: **DIAMOND BAR** **CA**	
4/18/2011	882566	6,000.00		
			TEMP STAFFING SVCS-CAP PROJS	6,000.00
	Vendor Total	**6,000.00**		
FYTD for SHAH, JAGDISH		**151,200.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHARRETT, SHARON K.				Remit to: **ONTARIO** **CA**	
	4/4/2011	207272	174.30		
				RETIREE MED APR '11	174.30
	Vendor Total		**174.30**		
FYTD for SHARRETT, SHARON K.			**1,857.36**		
SHEAHAN, MARY A.				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207405	85.30		
				REFUND-ADMIN CITATION	85.30
	Vendor Total		**85.30**		
FYTD for SHEAHAN, MARY A.			**85.30**		
SHELDON, STUART H.				Remit to: **MURRIETA** **CA**	
	4/4/2011	207273	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for SHELDON, STUART H.			**3,187.30**		
SHELL OIL CO.				Remit to: **COLUMBUS** **OH**	
	4/4/2011	207274	1,126.57		
				FUEL PURCHASES	1,126.57
	4/18/2011	207480	57.69		
				FUEL PURCHASE	57.69
	4/25/2011	207573	18.20		
				FUEL PURCHASE	18.20
	Vendor Total		**1,202.46**		
FYTD for SHELL OIL CO.			**14,498.57**		
SHURTLEFF, JEANNETTE L.				Remit to: **LAKE ELSINORE** **CA**	
	4/11/2011	882523	570.00		
				INSTRUCTIONAL SVCS-15 DAYS	570.00
	Vendor Total		**570.00**		
FYTD for SHURTLEFF, JEANNETTE L.			**4,674.00**		
SILVERSTRE, ANGELICA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207275	115.00		
				REFUND-RABIES/NEUTER DEPOSIT	20.00
				REFUND-RABIES/NEUTER DEPOSIT	20.00
				REFUND-RABIES/NEUTER DEPOSIT	75.00
	Vendor Total		**115.00**		
FYTD for SILVERSTRE, ANGELICA			**115.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SIMON, SHERMAN				Remit to: **MIRA LOMA** **CA**	
	4/25/2011	207574	75.00		
				INSTRUCTOR SVCS-CPR/1ST AID	75.00
	Vendor Total		**75.00**		
FYTD for SIMON, SHERMAN			**75.00**		
SINGLETON-DECUIR, JANISHEIA				Remit to: **RIVERSIDE** **CA**	
	4/18/2011	882567	399.46		
				MILEAGE REIMBURSEMENT	102.00
				TRAVEL EXP.-BOOST CONFERENCE	48.96
				TRAVEL EXP.-BOOST CONFERENCE	248.50
	Vendor Total		**399.46**		
FYTD for SINGLETON-DECUIR, JANISHEIA			**676.46**		
SKY PUBLISHING				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207575	1,650.00		
				ADVERTISING SVCS-EDD	1,650.00
	Vendor Total		**1,650.00**		
FYTD for SKY PUBLISHING			**55,029.00**		
SKY TRAILS MOBILE VILLAGE				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	882524	73.36		
				REFUND-UT USER TAXES	73.36
	Vendor Total		**73.36**		
FYTD for SKY TRAILS MOBILE VILLAGE			**409.27**		
SMITH, MARIA A.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882468	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for SMITH, MARIA A.			**3,168.46**		
SMOKE PLUS				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207276	21.04		
				REFUND-BUS LIC OVRPMT	21.04
	Vendor Total		**21.04**		
FYTD for SMOKE PLUS			**21.04**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOBOLEWSKI, NICK				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207277	86.00		
				REFUND-ANML SVC FEES	30.00
				REFUND-ANML SVC FEES	10.00
				REFUND-ANML SVC FEES	20.00
				REFUND-ANML SVC FEES	16.00
				REFUND-ANML SVC FEES	10.00
	Vendor Total		**86.00**		
FYTD for SOBOLEWSKI, NICK			**86.00**		
SOCALS SIGNS & DESIGNS, INC				Remit to: **MONTCLAIR** **CA**	
	4/11/2011	207406	1,993.13		
				FABRICATE METAL LETTERS-EOC	1,350.00
				INSTALLATION CHRGS	525.00
				CA SALES TAX	118.13
	Vendor Total		**1,993.13**		
FYTD for SOCALS SIGNS & DESIGNS, INC			**1,993.13**		
SOUTH COAST AIR QUALITY MGMT DISTRICT				Remit to: **DIAMOND BAR** **CA**	
	4/18/2011	207482	402.21		
				OPERATING FEE-FS #58	293.21
				EMISSIONS FEE-FS #58	109.00
	Vendor Total		**402.21**		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT			**2,478.29**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			Remit to: **ROSEMEAD**	**CA**
4/4/2011	207280	5,627.24		
			ELECTRICITY	88.40
			ELECTRICITY	22.19
			ELECTRICITY	1,026.66
			ELECTRICITY	1,506.60
			ELECTRICITY	119.98
			ELECTRICITY	227.78
			ELECTRICITY	387.72
			ELECTRICITY	768.45
			ELECTRICITY	134.41
			ELECTRICITY	240.33
			ELECTRICITY	900.87
			ELECTRICITY	90.88
			ELECTRICITY	49.37
			ELECTRICITY	63.60
4/11/2011	207407	5,297.35		
			ELECTRICITY	189.65
			ELECTRICITY	1,187.68
			ELECTRICITY	848.93
			ELECTRICITY	414.73
			ELECTRICITY	426.06
			ELECTRICITY	946.75
			ELECTRICITY	85.81
			ELECTRICITY	22.29
			ELECTRICITY	853.89
			ELECTRICITY	171.77
			ELECTRICITY	86.46
			ELECTRICITY	63.33
	Vendor Total	**10,924.59**		
FYTD for SOUTHERN CALIFORNIA EDISON		**3,827,097.62**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.				Remit to: **MONTEREY PARK** **CA**	
	4/18/2011	207484	8,296.17		
				GAS CHARGES	1,159.22
				GAS CHARGES	3,028.77
				GAS CHARGES	37.08
				GAS CHARGES	77.03
				GAS CHARGES	682.92
				GAS CHARGES	302.57
				GAS CHARGES	91.60
				GAS CHARGES	500.95
				GAS CHARGES	269.77
				GAS CHARGES	273.41
				GAS CHARGES	247.03
				GAS CHARGES	175.42
				GAS CHARGES	347.74
				GAS CHARGES	414.11
				GAS CHARGES	35.05
				GAS CHARGES	653.50
	Vendor Total		**8,296.17**		
FYTD for SOUTHERN CALIFORNIA GAS CO.			**68,044.68**		
SPARKLETTS				Remit to: **DALLAS** **TX**	
	4/18/2011	207485	9.54		
				WATER SERVICE-SNNYMD ELEM	9.54
	Vendor Total		**9.54**		
FYTD for SPARKLETTS			**566.49**		
SPECK, GARY B.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882469	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for SPECK, GARY B.			**3,187.30**		
SPECTRUM CARE				Remit to: **FOOTHILL RANCH** **CA**	
	4/25/2011	882606	12,333.33		
				LANDSCAPE MAINT-E1	10,540.00
				LANDSCAPE MAINT-E1A	1,793.33
	Vendor Total		**12,333.33**		
FYTD for SPECTRUM CARE			**127,909.35**		
SPENCER, MARTHA				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882470	229.88		
				RETIREE MED APR '11	229.88
	Vendor Total		**229.88**		
FYTD for SPENCER, MARTHA			**2,086.70**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPRINT/NEXTEL				Remit to: **CAROL STREAM** **IL**	
	4/4/2011	882471	32.52		
				CELL PHONE SVCS-GANG TASK FRC	32.52
	Vendor Total		**32.52**		
FYTD for SPRINT/NEXTEL			**3,912.91**		
SRINIVAS, ANAND				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207281	20.00		
				REFUND-RABIES DEPOSIT	20.00
	Vendor Total		**20.00**		
FYTD for SRINIVAS, ANAND			**20.00**		
STANDARD INSURANCE CO				Remit to: **PORTLAND** **OR**	
	4/11/2011	207408	1,888.14		
				SUPPLEMENTAL INSURANCE	1,888.14
	Vendor Total		**1,888.14**		
FYTD for STANDARD INSURANCE CO			**324,579.61**		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	882472	1,797.74		
				MONITORING SVCS-ANML SHLTR	38.36
				MONITORING SVCS-ANML SHLTR	211.63
				MONITORING SVCS-EMRG OP CTR	110.00
				MONITORING SVCS-PARK SNACK BAR	172.92
				MONITORING SVCS-ANNEX #1	105.00
				MONITORING SVCS-PSB	194.85
				MONITORING SVCS-CONF & REC CTR	492.00
				MONITORING SVCS-SPCL DIST ANNX	147.00
				MONITORING SVCS-TECH SVCS ANNX	105.00
				MONITORING SVCS-TOWNGATE COMM	220.98
	4/11/2011	882525	105.00		
				MONITORING SVCS-MF COMM CTR	105.00
	4/25/2011	882607	99.00		
				MONITORING SVCS-PD	99.00
	Vendor Total		**2,001.74**		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC			**22,943.61**		
STATE BOARD OF EQUALIZATION				Remit to: **SACRAMENTO** **CA**	
	4/29/2011	33111	3,083.00		
				SALES & USE TAX 1/1/11-3/31/11	3,083.00
	Vendor Total		**3,083.00**		
FYTD for STATE BOARD OF EQUALIZATION			**28,485.31**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE DISBURSEMENT UNIT			Remit to: **WEST SACRAMENTO**	**CA**
4/14/2011	2831	2,242.01		
			CHILD SUPPORT W/H 4/14/11	2,242.01
4/28/2011	2839	2,190.45		
			CHILD SUPPORT W/H 4/28/11	2,190.45
	Vendor Total	**4,432.46**		
FYTD for STATE DISBURSEMENT UNIT		**33,931.58**		
STATE OF CALIFORNIA DEPT. OF JUSTICE			Remit to: **SACRAMENTO**	**CA**
4/4/2011	207282	4,752.00		
			BLOOD ALCHL ANLYS-PD	805.00
			FINGERPRINTING SVCS-PD	3,947.00
4/25/2011	207577	3,679.00		
			FINGERPRINTING SVCS-PD	3,679.00
	Vendor Total	**8,431.00**		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		**56,657.00**		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN			Remit to: **CORONA**	**CA**
4/25/2011	207578	2,471.20		
			TRANSCRIPTION SVCS-PD	2,471.20
	Vendor Total	**2,471.20**		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		**29,755.36**		
STERICYCLE (BFI)			Remit to: **LOUISVILLE**	**KY**
4/18/2011	882568	622.19		
			HAZARDOUS WASTE PICKUP	622.19
	Vendor Total	**622.19**		
FYTD for STERICYCLE (BFI)		**5,831.43**		
STEWART TITLE OF CALIFORNIA			Remit to: **IRVINE**	**CA**
4/11/2011	207410	750.00		
			PRELIM RPT-APN 291-650-013TO16	750.00
	Vendor Total	**750.00**		
FYTD for STEWART TITLE OF CALIFORNIA		**720,769.56**		
STEWART, CLIFFORD			Remit to: **GLENDALE**	**AZ**
4/4/2011	882473	267.88		
			RETIREE MED APR '11	267.88
	Vendor Total	**267.88**		
FYTD for STEWART, CLIFFORD		**2,578.06**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STK ARCHITECTURE, INC.			Remit to: **SAN JACINTO** **CA**	
4/18/2011	882569	23,505.61		
			MORRISON PRK FIRE STN PROJ	23,505.61
Vendor Total		**23,505.61**		
FYTD for STK ARCHITECTURE, INC.		**352,802.80**		
STRADLING, YOCCA, CARLSON & RAUTH			Remit to: **NEWPORT BEACH** **CA**	
4/11/2011	207411	2,804.23		
			LEGAL SERVICES-RISK MGT	278.00
			LEGAL SERVICES-RDA	625.00
			LEGAL SERVICES-HOUSING	1,450.00
			LEGAL SERVICES-HOUSING	401.23
			LEGAL SERVICES-HOUSING	50.00
4/18/2011	207486	8,496.50		
			LEGAL SERVICES-RDA	3,600.00
			LEGAL SERVICES-RDA	3,271.50
			LEGAL SERVICES-HOUSING	125.00
			LEGAL SERVICES-HOUSING	350.00
			LEGAL SERVICES-HOUSING	1,150.00
Vendor Total		**11,300.73**		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		**54,123.78**		
STRICKLER ASSOCIATION, THE			Remit to: **SAN BERNARDINO** **CA**	
4/18/2011	882570	8,450.00		
			CONSULTING SVCS-NSP/RDA	8,450.00
Vendor Total		**8,450.00**		
FYTD for STRICKLER ASSOCIATION, THE		**32,305.00**		
STRICKLER II, JOHN W.			Remit to: **SAN BERNARDINO** **CA**	
4/4/2011	882474	318.73		
			RETIREE MED APR '11	318.73
Vendor Total		**318.73**		
FYTD for STRICKLER II, JOHN W.		**3,187.30**		
STUMPF, EDITH			Remit to: **CORONA** **CA**	
4/4/2011	207283	75.00		
			REFUND-SPAY DEPOSIT	75.00
Vendor Total		**75.00**		
FYTD for STUMPF, EDITH		**75.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE			Remit to: **MORENO VALLEY**	**CA**
4/4/2011	207284	23.54		
			MISC SUPPLIES-FIRE	8.33
			MISC SUPPLIES-FIRE	15.21
4/11/2011	207412	314.24		
			MISC SUPPLIES-POLICE	42.36
			MISC SUPPLIES-POLICE	271.88
4/18/2011	207487	26.71		
			MISC SUPPLIES-FIRE	26.71
4/25/2011	207579	48.89		
			MISC SUPPLIES-FIRE	48.89
	Vendor Total	**413.38**		
FYTD for SUNNYMEAD ACE HARDWARE		**1,874.45**		
SWEET FACTORY #489			Remit to: **CYPRESS**	**CA**
4/18/2011	207488	58.79		
			REFUND-BUS LIC OVRPMT	58.79
	Vendor Total	**58.79**		
FYTD for SWEET FACTORY #489		**58.79**		
TARGET SPECIALTY PRODUCTS			Remit to: **SANTA FE SPRINGS**	**CA**
4/25/2011	882608	3,789.72		
			HERBICIDES/ROUNDUP PROMAX	3,789.72
	Vendor Total	**3,789.72**		
FYTD for TARGET SPECIALTY PRODUCTS		**3,789.72**		
TAX COMPLIANCE SERVICES			Remit to: **THOUSAND OAKS**	**CA**
4/4/2011	207285	6,250.00		
			UUT COMPLIANCE SVCS	6,250.00
4/25/2011	207580	6,250.00		
			UUT COMPLIANCE SVCS	6,250.00
	Vendor Total	**12,500.00**		
FYTD for TAX COMPLIANCE SERVICES		**56,250.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TEK WORKS				Remit to: **POWAY** **CA**	
	4/4/2011	882475	17,952.69		
				REPLACE EBI KEYCARD SYSTEM	17,952.69
	4/18/2011	882571	2,497.69		
				TRAINING SVCS FOR ONSSI SYSTEM	220.00
				EBI KEYCARD SYS RPLCMNT PROJ	862.12
				EBI KEYCARD SYS RPLCMNT PROJ	84.49
				EOC CARD READER INSTALLTN-50%	1,331.08
	4/25/2011	882609	220.00		
				EOC S2 EXT BOX SHUT DWN/PWR UP	220.00
	Vendor Total		**20,670.38**		
FYTD for TEK WORKS			**85,136.91**		
TESERRA				Remit to: **COACHELLA** **CA**	
	4/4/2011	207286	72.25		
				REFUND-BUS LIC OVERPAYMENT	72.25
	Vendor Total		**72.25**		
FYTD for TESERRA			**72.25**		
THE WRITE PRESS, INC				Remit to: **MORENO VALLEY** **CA**	
	4/18/2011	207489	29.79		
				REFUND-BUS LIC OVRPMT	29.79
	Vendor Total		**29.79**		
FYTD for THE WRITE PRESS, INC			**29.79**		
THERMAL-COOL INC.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207287	2,600.00		
				HVAC REPAIRS @ CRC	2,600.00
	4/18/2011	207490	953.81		
				REPAIRS TO AC UNITS-TS ANNEX	953.81
	Vendor Total		**3,553.81**		
FYTD for THERMAL-COOL INC.			**6,613.02**		
THOMSON REUTERS INC				Remit to: **ENCINO** **CA**	
	4/25/2011	207581	741.48		
				LEGAL INFORMATION ONLINE CHRGS	204.00
				LEGAL PUBLICATION SUBSCRIP SVC	537.48
	Vendor Total		**741.48**		
FYTD for THOMSON REUTERS INC			**7,051.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
THOUAS, NICHOLAS S.				Remit to: **REDLANDS** **CA**	
	4/25/2011	207582	227.97		
				WINDOWS 7 SUPPORT TECH TRNG	227.97
	Vendor Total		**227.97**		
FYTD for THOUAS, NICHOLAS S.			**227.97**		
TMAD TAYLOR & GAINES				Remit to: **ONTARIO** **CA**	
	4/4/2011	207288	7,797.50		
				CITY HALL HVAC SYSTEM REDESIGN	7,797.50
	Vendor Total		**7,797.50**		
FYTD for TMAD TAYLOR & GAINES			**15,595.00**		
TRICHE, TARA				Remit to: **MORENO VALLEY** **CA**	
	4/25/2011	207584	1,931.40		
				INSTRUCTOR SVCS-BALLET INTERMD	88.80
				INSTRUCTOR SVCS-BALLET	199.80
				INSTRUCTOR SVCS-BALLET/ACRO	133.20
				INSTRUCTOR SVCS-BALLET/JAZZ	133.20
				INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
				INSTRUCTOR SVCS-DANCE EXPLOR.	266.40
				INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
				INSTRUCTOR SVCS-DANCE EXPLOR.	310.80
				INSTRUCTOR SVCS-HIP HOP DANCE	355.20
	Vendor Total		**1,931.40**		
FYTD for TRICHE, TARA			**18,039.72**		
TRI-CITY LINEN SUPPLY, INC.				Remit to: **RIVERSIDE** **CA**	
	4/4/2011	207289	25.00		
				LINEN SVCS FOR CRC	25.00
	4/11/2011	207413	112.00		
				LINEN SVCS FOR CRC	25.00
				LINEN SVCS FOR EVENT-CTR#18769	87.00
	4/25/2011	207583	50.00		
				LINEN SVCS FOR CRC	25.00
				LINEN SVCS FOR CRC	25.00
	Vendor Total		**187.00**		
FYTD for TRI-CITY LINEN SUPPLY, INC.			**1,713.55**		
TROPICAL PLAZA NURSERY, INC.				Remit to: **VILLA PARK** **CA**	
	4/18/2011	207491	16,205.70		
				LNDSCP MAINT-ZONE E-2	15,700.00
				IRRIG REPAIRS-ZONE E-2	505.70
	Vendor Total		**16,205.70**		
FYTD for TROPICAL PLAZA NURSERY, INC.			**179,713.40**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE				Remit to: **RIVERSIDE** **CA**	
	4/11/2011	882526	5,324.89		
				LNDSCP MAINT-ZONE M	5,324.89
	4/25/2011	882610	13,756.85		
				LNDSCP MAINT-ZONE M	5,196.32
				LNDSCP MAINT-ZONE DSG-1/10	6,075.53
				LNDSCP MAINT-ZONE E-16	2,485.00
	Vendor Total		**19,081.74**		
FYTD for TRUGREEN LANDCARE			**228,692.90**		
TUNTLAND, JAMES				Remit to: **PRESCOTT** **AZ**	
	4/4/2011	882476	267.88		
				RETIREE MED APR '11	267.88
	Vendor Total		**267.88**		
FYTD for TUNTLAND, JAMES			**2,578.06**		
U.S. HEALTHWORKS MEDICAL GROUP				Remit to: **LOS ANGELES** **CA**	
	4/11/2011	207414	240.00		
				PRE-EMPLOYMENT PHYSICALS/STARS	110.00
				EMPLOYEE DOT EXAM	65.00
				EMPLOYEE DOT EXAM	65.00
	Vendor Total		**240.00**		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP			**12,155.00**		
UNDERGROUND SERVICE ALERT				Remit to: **CORONA** **CA**	
	4/25/2011	207585	433.50		
				DIGALERT TICKETS SUBSCRPTN SVC	108.36
				DIGALERT TICKETS SUBSCRPTN SVC	108.38
				DIGALERT TICKETS SUBSCRPTN SVC	108.38
				DIGALERT TICKETS SUBSCRPTN SVC	108.38
	Vendor Total		**433.50**		
FYTD for UNDERGROUND SERVICE ALERT			**4,394.00**		
UNION BANK OF CALIFORNIA				Remit to: **SAN DIEGO** **CA**	
	4/25/2011	207586	291.67		
				INVESTMENT SAFEKEEPING SVCS	291.67
	Vendor Total		**291.67**		
FYTD for UNION BANK OF CALIFORNIA			**60,389.90**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED PACIFIC SERVICES, INC			Remit to: **LA HABRA** **CA**	
4/4/2011	207290	8,269.50		
			TREE TRIMMING-ZONE DSG-1 & 2N	1,165.00
			TREE TRIMMING-ZONE DSG-2N	5,168.00
			TREE TRIMMING-ZONE DSG-2S	780.00
			TREE TRIMMING-ZONE E-2	784.00
			TREE TRIMMING ZONE E -2	372.50
	Vendor Total	**8,269.50**		
FYTD for UNITED PACIFIC SERVICES, INC		**70,238.56**		
UNITED ROTARY BRUSH CORP			Remit to: **ESCONDIDO** **CA**	
4/25/2011	882611	3,728.23		
			BROOM KITS-STREET SWEEPER	625.76
			BROOM KITS-STREET SWEEPER	1,365.39
			BROOM KITS-STREET SWEEPER	1,046.07
			BROOM KITS-STREET SWEEPER	179.13
			BROOM KITS-STREET SWEEPER	511.88
	Vendor Total	**3,728.23**		
FYTD for UNITED ROTARY BRUSH CORP		**31,161.91**		
UNITED SITE SERVICES OF CA, INC.			Remit to: **EL MONTE** **CA**	
4/11/2011	882527	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
	Vendor Total	**107.39**		
FYTD for UNITED SITE SERVICES OF CA, INC.		**2,964.07**		
UNITED STATES TREASURY			Remit to: **FRESNO** **CA**	
4/11/2011	207415	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
4/25/2011	207587	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
	Vendor Total	**100.00**		
FYTD for UNITED STATES TREASURY		**1,100.00**		
UNITED WAY OF INLAND VALLEYS			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207416	502.19		
			UNITED WAY CONTRIBUTIONS	502.19
4/25/2011	207588	502.19		
			UNITED WAY CONTRIBUTIONS	502.19
	Vendor Total	**1,004.38**		
FYTD for UNITED WAY OF INLAND VALLEYS		**12,903.04**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNIVAR USA, INC				Remit to: **LOS ANGELES** **CA**	
	4/4/2011	207291	1,481.37		
				FERTILIZER & AG CHEMICALS	1,481.37
	Vendor Total		**1,481.37**		
FYTD for UNIVAR USA, INC			**2,789.82**		
UNIVERSAL SOCCER				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207292	22.98		
				REFUND-BUS LIC OVERPAYMENT	22.98
	Vendor Total		**22.98**		
FYTD for UNIVERSAL SOCCER			**22.98**		
USA MOBILITY/ARCH WIRELESS				Remit to: **ALEXANDRIA** **VA**	
	4/25/2011	882612	36.59		
				PAGER SVC-PARK RANGERS	2.01
				PAGER SVC-TRANSP. DIV.	4.66
				PAGER SVC-ANIMAL SVCS	29.92
	Vendor Total		**36.59**		
FYTD for USA MOBILITY/ARCH WIRELESS			**617.69**		
VA CONSULTING, INC.				Remit to: **IRVINE** **CA**	
	4/11/2011	882528	2,901.65		
				AUTO MALL IMPRVMNTS PROJ	2,901.65
	4/18/2011	882572	20,271.33		
				HEACOCK ST BRIDGE RPLCMNT PROJ	20,271.33
	Vendor Total		**23,172.98**		
FYTD for VA CONSULTING, INC.			**130,898.89**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY			Remit to: **MORENO VALLEY**	**CA**
4/11/2011	882529	1,270.00		
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-FIRE ST. #48	45.00
			PEST CNTRL-FIRE ST. #2	45.00
			PEST CNTRL-FIRE ST. #58	45.00
			PEST CNTRL-FIRE ST. #65	45.00
			PEST CNTRL-FIRE ST. #6	45.00
			PEST CNTRL-FIRE ST. #91	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-UTIL. FIELD OFFICE	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-EMERG. OPS CTR	55.00
			PEST CNTRL-PUB SFTY BLDG	75.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-GOLF CTR PRO SHOP	22.50
			PEST CNTRL-MVTV STUDIO	22.50
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ASES/STARS BLDG	45.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
4/18/2011	882573	560.00		
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
	Vendor Total	**1,830.00**		
FYTD for VACATE PEST ELIMINATION COMPANY		**15,725.00**		
VALI COOPER & ASSOCIATES, INC.			Remit to: **POINT RICHMOND**	**CA**
4/18/2011	882574	9,450.00		
			TEMP STAFFING SVCS-CAP PROJS	9,450.00
	Vendor Total	**9,450.00**		
FYTD for VALI COOPER & ASSOCIATES, INC.		**108,425.00**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VALLEY PACIFIC MASONRY			Remit to: **MORENO VALLEY CA**	
4/25/2011	207589	38.61		
			REFUND-BUS LIC OVRPMT	38.61
	Vendor Total	**38.61**		
FYTD for VALLEY PACIFIC MASONRY		**38.61**		
VALLEY PARTY EQUIPMENT RENTALS			Remit to: **MORENO VALLEY CA**	
4/4/2011	207293	54.02		
			REFUND-BUS LIC OVERPAYMENT	54.02
	Vendor Total	**54.02**		
FYTD for VALLEY PARTY EQUIPMENT RENTALS		**54.02**		
VARIABLE SPEEDS SOLUTIONS INC			Remit to: **HUNTINGTON BEACH CA**	
4/25/2011	207590	1,369.00		
			PUMP REPAIR-ZONE E-14	1,369.00
	Vendor Total	**1,369.00**		
FYTD for VARIABLE SPEEDS SOLUTIONS INC		**7,024.00**		
VAS ASSOCIATES, INC.			Remit to: **CORONA CA**	
4/4/2011	882477	16,200.00		
			TEMP STAFFING SVCS-CAP PROJS	14,555.00
			TEMP STAFFING SVCS-CAP PROJS	1,645.00
4/25/2011	882613	20,520.00		
			TEMP STAFFING SVCS-CAP PROJS	20,520.00
	Vendor Total	**36,720.00**		
FYTD for VAS ASSOCIATES, INC.		**184,200.00**		
VEHICLE REGISTRATION COLLECTIONS			Remit to: **RANCHO CORDOVA CA**	
4/25/2011	207591	190.42		
			GARNISHMENT	190.42
	Vendor Total	**190.42**		
FYTD for VEHICLE REGISTRATION COLLECTIONS		**1,250.03**		
VENEGAS, MARTIN			Remit to: **MORENO VALLEY CA**	
4/18/2011	207492	370.19		
			REFUND-ADMIN CITATION OVRPMT	370.19
	Vendor Total	**370.19**		
FYTD for VENEGAS, MARTIN		**370.19**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VERIZON				Remit to: **TRENTON** **NJ**	
	4/18/2011	207493	1,721.76		
				BACKBONE CHARGES	1,721.76
		Vendor Total	**1,721.76**		
FYTD for VERIZON			**17,027.86**		
VERIZON CALIFORNIA				Remit to: **DALLAS** **TX**	
	4/18/2011	207494	609.15		
				PHONE CHARGES-ERC	609.15
		Vendor Total	**609.15**		
FYTD for VERIZON CALIFORNIA			**6,909.31**		
VICTORY LEARNING INSTITUTE				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	207417	31.41		
				REFUND-BUS LIC OVRPMT	31.41
		Vendor Total	**31.41**		
FYTD for VICTORY LEARNING INSTITUTE			**31.41**		
VIDEO SHORES				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207294	20.07		
				REFUND-BUS LIC OVERPAYMENT	20.07
		Vendor Total	**20.07**		
FYTD for VIDEO SHORES			**20.07**		
VIEVU				Remit to: **SEATTLE** **WA**	
	4/25/2011	207592	1,836.00		
				WEARABLE VIDEO CAMERA - PD	1,750.00
				CAR KIT SUCTION CUP MOUNT	70.00
				SHIPPING CHRG	16.00
				CA SALES TAX	159.25
				USE TAX ACCRUAL	-159.25
		Vendor Total	**1,836.00**		
FYTD for VIEVU			**1,836.00**		
VIGIL, ERNEST				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882478	318.73		
				RETIREE MED APR '11	318.73
		Vendor Total	**318.73**		
FYTD for VIGIL, ERNEST			**3,187.30**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VISION SERVICE PLAN			Remit to: **SAN FRANCISCO** **CA**	
4/18/2011	882575	3,718.60		
			EMPLOYEE VISION INSURANCE	3,718.60
	Vendor Total	**3,718.60**		
FYTD for VISION SERVICE PLAN		**43,427.31**		
VISTA PAINT CORPORATION			Remit to: **MORENO VALLEY** **CA**	
4/25/2011	207593	913.75		
			PAINT/SUPPL-GRAFFITI RMVL PRGM	720.85
			PAINT/SUPPL-GRAFFITI RMVL PRGM	192.90
	Vendor Total	**913.75**		
FYTD for VISTA PAINT CORPORATION		**8,837.97**		
VOLUNTEER CENTER OF RIVERSIDE COUNTY			Remit to: **RIVERSIDE** **CA**	
4/11/2011	882530	1,493.29		
			211 CALL CTR INFO/REFERRAL SVC	499.57
			211 CALL CTR INFO/REFERRAL SVC	505.73
			211 CALL CTR INFO/REFERRAL SVC	487.99
	Vendor Total	**1,493.29**		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY		**91,224.67**		
VOYAGER FLEET SYSTEM, INC.			Remit to: **HOUSTON** **TX**	
4/25/2011	882614	2,340.33		
			CNG FUEL PURCHASES	2,181.81
			CNG FUEL PURCHASES	158.52
	Vendor Total	**2,340.33**		
FYTD for VOYAGER FLEET SYSTEM, INC.		**20,227.28**		
VULCAN MATERIALS CO, INC.			Remit to: **SAN BERNARDINO** **CA**	
4/25/2011	207594	1,614.81		
			ASPHALTIC MATERIALS	137.43
			ASPHALTIC MATERIALS	1,028.78
			ASPHALTIC MATERIALS	206.63
			ASPHALTIC MATERIALS	138.12
			ASPHALTIC MATERIALS	103.85
	Vendor Total	**1,614.81**		
FYTD for VULCAN MATERIALS CO, INC.		**22,469.52**		
WAGGONER JR., GLENN C.			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	882479	286.93		
			Mar '11, PAID APR '11	286.93
	Vendor Total	**286.93**		
FYTD for WAGGONER JR., GLENN C.		**2,836.77**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGNER, GARY D.				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	882480	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGNER, GARY D.			**3,168.46**		
WAGY, CARYLON				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207295	318.73		
				MAR '11, PD APR '11	318.73
	Vendor Total		**318.73**		
FYTD for WAGY, CARYLON			**3,187.30**		
WALKER, DONNA JEAN				Remit to: **PERRIS** **CA**	
	4/11/2011	882531	76.00		
				INSTRUCTION SVCS-2 DAYS	76.00
	Vendor Total		**76.00**		
FYTD for WALKER, DONNA JEAN			**532.00**		
WALKER, KIM				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207296	200.00		
				REFUND-RENTAL DEPOSIT 3/19/11	200.00
	Vendor Total		**200.00**		
FYTD for WALKER, KIM			**200.00**		
WASSON, KIRK				Remit to: **MORENO VALLEY** **CA**	
	4/11/2011	882532	228.00		
				INSTRUCTION SVCS-6 DAYS	228.00
	Vendor Total		**228.00**		
FYTD for WASSON, KIRK			**1,710.00**		
WASTE MANAGEMENT OF THE INLAND EMPIRE				Remit to: **PHOENIX** **AZ**	
	4/25/2011	207595	1,244.51		
				ROLL-OFF STORAGE BIN RENTALS	1,244.51
	Vendor Total		**1,244.51**		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE			**12,445.10**		
WATTRANS, INC.				Remit to: **FONTANA** **CA**	
	4/4/2011	207297	57.58		
				REFUND-CITATION OVERPAYMENT	57.58
	Vendor Total		**57.58**		
FYTD for WATTRANS, INC.			**57.58**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO BANK			Remit to: **MINNEAPOLIS** **MN**	
4/18/2011	207495	2,000.00		
			ANNUAL TRUSTEE SVCS-2007 LRB	2,000.00
	Vendor Total	**2,000.00**		
FYTD for WELLS FARGO BANK		**16,500.00**		
WELLS FARGO CORPORATE TRUST			Remit to: **LOS ANGELES** **CA**	
4/1/2011	110401	1,031.75		
			INT ON 97 CH COP VAR RATE BOND	1,031.75
	Vendor Total	**1,031.75**		
FYTD for WELLS FARGO CORPORATE TRUST		**8,873,003.56**		
WENDT ENTERPRISES, INC			Remit to: **TEMECULA** **CA**	
4/4/2011	207298	26.06		
			REFUND-BUS LIC OVERPAYMENT	26.06
	Vendor Total	**26.06**		
FYTD for WENDT ENTERPRISES, INC		**26.06**		
WEST PUBLISHING CORPORATION			Remit to: **ST. PAUL** **MN**	
4/25/2011	207596	535.00		
			AUTO TRACK SVCS FOR PD	535.00
	Vendor Total	**535.00**		
FYTD for WEST PUBLISHING CORPORATION		**5,315.00**		
WESTERN MUNICIPAL WATER DISTRICT			Remit to: **RIVERSIDE** **CA**	
4/25/2011	207597	1,334.39		
			WATER CHARGES	666.12
			WATER CHARGES	597.94
			WATER CHARGES	70.33
	Vendor Total	**1,334.39**		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		**18,016.91**		
WHEELS LT LSR BEST BUYS			Remit to: **DES PLAINES** **IL**	
4/4/2011	207300	109.00		
			REFUND-CITATION DISMISSED	109.00
	Vendor Total	**109.00**		
FYTD for WHEELS LT LSR BEST BUYS		**109.00**		
WHITE LIGHT CREATIONS			Remit to: **MORENO VALLEY** **CA**	
4/4/2011	207301	11.39		
			REFUND-BUS LIC OVERPAYMENT	11.39
	Vendor Total	**11.39**		
FYTD for WHITE LIGHT CREATIONS		**11.39**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WIELIN, RONALD A.				Remit to: **BANNING** **CA**	
	4/4/2011	882481	318.73		
				RETIREE MED APR '11	318.73
	Vendor Total		**318.73**		
FYTD for WIELIN, RONALD A.			**3,187.30**		
WILLDAN AND ASSOCIATES				Remit to: **SAN BERNARDINO** **CA**	
	4/4/2011	207302	7,561.79		
				BLDG & SFTY PLAN CHECK SVCS	7,561.79
	Vendor Total		**7,561.79**		
FYTD for WILLDAN AND ASSOCIATES			**109,222.55**		
WILLDAN FINANCIAL SERVICES				Remit to: **TEMECULA** **CA**	
	4/11/2011	207418	500.00		
				97 LEASE REV BONDS ANNUAL SVCS	250.00
				05 LEASE REV BONDS ANNUAL SVCS	250.00
	Vendor Total		**500.00**		
FYTD for WILLDAN FINANCIAL SERVICES			**16,746.54**		
WILLIAMS, AUBREY GERALD				Remit to: **MORENO VALLEY** **CA**	
	4/4/2011	207303	44.00		
				SPORTS OFFICIATING SVCS	44.00
	4/18/2011	207496	44.00		
				SPORTS OFFICIATING SVCS	44.00
	Vendor Total		**88.00**		
FYTD for WILLIAMS, AUBREY GERALD			**88.00**		
WILLIAMS, JANE L.				Remit to: **GRAND FORKS** **ND**	
	4/4/2011	882482	187.68		
				MAR '11, PD APR '11	187.68
	Vendor Total		**187.68**		
FYTD for WILLIAMS, JANE L.			**1,779.28**		
WILSON-BEILKE, DENESE				Remit to: **GLENDORA** **CA**	
	4/4/2011	207304	2,231.11		
				AUG'10 - FEB'11, PD APR '11	2,231.11
	Vendor Total		**2,231.11**		
FYTD for WILSON-BEILKE, DENESE			**3,525.50**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.			Remit to: **RIVERSIDE** **CA**	
4/11/2011	207419	1,500.00		
			LOCAL AGENCY SPONSOR-GEN ASSMB	1,500.00
	Vendor Total	**1,500.00**		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		**955,021.08**		
WURM'S JANITORIAL SERVICES, INC.			Remit to: **CORONA** **CA**	
4/25/2011	882615	24,340.15		
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-ESA ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH FLD PCC	955.70
			JANITORIAL SVCS-GOLF PRO SHOP	644.70
			JANITORIAL SVCS-MVTV	58.05
			JANITORIAL SVCS-PSB	5,564.25
			JANITORIAL SVCS-SUNNYMD ELEM.	184.10
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-STARS HDQTRS	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-CRC RENTALS	440.00
			JANITORIAL SVCS-TWNGT RENTALS	480.00
	Vendor Total	**24,340.15**		
FYTD for WURM'S JANITORIAL SERVICES, INC.		**275,137.79**		
XEROX			Remit to: **DALLAS** **TX**	
4/25/2011	207598	6,948.46		
			COPIER RNTL/MAINT/PRINTS-PD	1,973.30
			COPIER RNTL/MAINT-PD	57.00
			COPIER RNTL/MAINT/PRINTS-PD	209.55
			COPIER RNTL/MAINT/PRINTS-PD	342.19
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,029.61
			COPIER RNTL/MAINT-GRAPHICS	397.79
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-PARKS	243.20
			COPIER RNTL/MAINT-PARKS	604.48
			COPIER BILLABLE PRINTS-PARKS	186.93
			COPIER RNTL/MAINT-STARS	114.49
			COPIER BILLABLE PRINTS-STARS	1,430.58
	Vendor Total	**6,948.46**		
FYTD for XEROX		**66,380.85**		

City of Moreno Valley

Check Register

For Period 4/1/2011 through 4/30/2011

	Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
YAMASHITA, JULIA J.				Remit to: **LAGUNA WOODS** **CA**	
	4/4/2011	882483	323.00		
				JAN-FEB '11, PD APR '11	323.00
	Vendor Total		**323.00**		
FYTD for YAMASHITA, JULIA J.			**1,715.30**		
	Subtotal		**1,379,958.35**		
	GRAND TOTAL		**13,104,818.91**		

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY.

RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

BACKGROUND

The U.S. Department of Justice, through the Office of Justice Programs, provides federal leadership for the development of the nation's ability to prevent and control crime. This effort is carried out through the formation of partnerships with other federal, state and local agencies. Additionally, the Office of Justice administers grants that assist states, tribes and local governments to focus on programs that address youth crime, substance abuse, family violence and other enforcement programs. The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows jurisdictions to support activities that prevent and control crime. Eligible activities include support for programs that address various enforcement needs, the prosecution of offenders, crime prevention and education of the community.

In 2011, the JAG program has allocated $91,557 to the City of Moreno Valley for programs with an emphasis on crime prevention through enforcement efforts. The Code and Neighborhood Services Division is proposing the continued funding of the City's Weekend Enforcement Program and the Foreclosure Strike Team.

DISCUSSION

Since January 1, 2009, Code and Neighborhood Services Division has defunded six positions due to the City's budget challenges. Community demand for services has increased during this time due to the proliferation of home foreclosures and increased deferred property maintenance by area residents challenged by tough economic times. Remaining staff, as a result, experienced difficulty in their ability to respond to complaints timely and to pursue specialized enforcement activities pro-actively.

Staff, therefore, began searching for additional funding sources to augment staff resources in an effort to maintain service levels and address the needs of the community. Subsequently, Code staff applied for 2009 and 2010 JAG allocations and was awarded a total of $217,589 to support The City's Weekend Enforcement Program and Foreclosure Strike Team.

Staff anticipates that the 2009 and 2010 JAG allocations will be expended by the end of fiscal year 2011/2012. Therefore, staff is proposing to apply for the 2011 allocation to continue the support of these programs and the five part-time officers currently assigned to them.

FISCAL IMPACT

The grant funding will provide for the continued funding of five part time code enforcement personnel. Grant funding would cover all costs associated with these part time personnel with no negative impact on the City general fund. The grant funds would be deposited in a separate account and identified with a separate expenditure number.

ATTACHMENTS

ATTACHMENT A Resolution 2011-64
ATTACHMENT B Grant Application – Program Narrative
ATTACHMENT C Grant Application – Budget Review/ Budget Worksheet
ATTACHMENT D Grant Application – Review Narrative
ATTACHMENT E Grant Application – Abstract

Prepared By:
Al Brady
Code and Neighborhood Services Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE GRANT APPLICATION SUBMITTED BY THE CODE & NEIGHBORHOOD SERVICES DIVISION TO THE OFFICE OF JUSTICE PROGRAMS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND ACCEPT THE $91,557 ALLOCATION.

WHEREAS, The City of Moreno Valley, a city within the State of California, has applied for the Edward Byrne Memorial Justice Assistance Grant

WHEREAS, the Office of Justice notified the City of Moreno Valley that $91,557 was allocated to the City for preventing and controlling crime

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

1. The City Council approves the grant application submitted by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant.

2. The City Council accepts the $91,557 allocation from the grant and hereby directs the Finance Department to establish a separate account identified with a separate unique expenditure activity number.

3. The City of Moreno Valley hereby agrees to use the funds in the manner presented in the grant application and in accordance with the application package. It also may execute any and all instruments required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

4. The City of Moreno Valley authorizes the City Manager to execute in the name of the City of Moreno Valley the grant application, and all other documents required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

ATTACHMENT A

APPROVED AND ADOPTED this 28nd day of June, 2011.

_____
Richard Stewart, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT A

Edward Byrne Memorial Justice Assistance Grant
Program Narrative

The City of Moreno Valley Code and Neighborhood Services Division is responsible for the enforcement of City's municipal codes relating to neighborhood nuisances, health and safety, substandard housing, vehicle abatement, zoning/land use, illegal signs, parking control, business licenses, illegal vendors and graffiti restitution. Blight and nuisances can devalue, detract and degrade the quality of any neighborhood. The City has adopted codes that govern the use and maintenance of private property in order to enhance and protect the quality of life for all who work, live and play in Moreno Valley.

Since 2009, The Code and Neighborhood Services Division has experienced reductions in staffing owing to the City's budget challenges while community demand for services increased due to the proliferation of home foreclosures and deferred property maintenance by area residents. Existing staff resources were and continue to be challenged in their ability to pursue compliance activities pro-actively.

Therefore, staff began the process of identifying alternate and/or outside funding sources via grants to augment the staffing reductions and maintain existing service levels. Staff identified JAG as a potential funding source and therefore applied for both the 2009 and 2010 JAG allocations. Staff's application to JAG personnel resulted in two separate awards to support the code programs that were impacted most significantly by the reductions, the Foreclosure Strike Team the Weekend Enforcement Program.

Currently, staff has nearly expended the funding obtained in 2009 and 2010 for these two programs. Staff estimates that our current JAG funding will be fully spent by the end of Fiscal year 2011/2012. Therefore, the City of Moreno Valley is applying for the 2011 allocation to continue the support of the Weekend Enforcement and Foreclosure Strike Team programs.

Staff has provided a brief description of both programs below to comply with application provisions under the Program Narrative section of the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant 2011 local solicitation guidelines.

Weekend Enforcement Program

JAG funds will be utilized to continue deployment of three part-time code officers on weekends when full-time staff is unavailable. Code personnel will continue to pro-actively target specific violations that primarily occur on weekends such as unlicensed vendors, illegal automotive sales, theft of recyclable materials, posting of signs in the public right-of-way, illegal commercial vehicle parking and

garage sales. In addition, staff will provide emergency inspection services for the Moreno Valley Police Department and the Fire Department when necessary for violations including but not limited to the following; Fire damaged buildings, unsecured vacant residences and pools, substandard housing and other severe health and safety issues that warrant immediate action.

Foreclosure Strike Team

The City of Moreno Valley has been heavily impacted by the foreclosure crisis and lending institutions failure to adequately maintain properties to code standards. In response to this, the City Council directed the Code and Neighborhood Services staff to assemble a proactive team of inspectors to address all maintenance issues originating from foreclosed properties.

In 2008, a team of two Building Inspectors and two Code Compliance Officers was composed in response to City Council direction. However, the City's budget challenges led to reduced staffing within the Division and forced staff to reduce the team to two inspectors. These reductions challenged staff's ability to pursue foreclosure compliance activities as vigilantly as before.

Staff responded by applying for the 2010 JAG grant to augment the reduced staffing levels. The grant allocation was approved and resulted in the deployment of two part-time officers tasked with enforcing maintenance standards on foreclosed properties.

Staff anticipates that the funding will be expended in fiscal year 2011/2012 and is therefore requesting the 2011 allocation be partially applied to the continuation of this program.

OMB APPROVAL NO. 1121-0188
EXPIRES 5-98 (Rev. 1/97)

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 720 hrs. X $21.67	$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 936 hrs. X $21.67	$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 936 hrs. X $21.67	$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40weeks = 936 hrs. X $21.67	$15,602.00
Code Compliance Officer I	9 hrs. weekly X 40 weeks = 360 hrs. X $21.67	$7,969.00

SUB-TOTAL $70,377.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
PERS retirement	$75.42 a week X 40 weeks X 3 officers	$9,050.00
Medicare		$1,130.00

SUB-TOTAL $10,180.00

Total Personnel & Fringe Benefits $80,557.00

OJP FORM 7150/1 (5-95)

ATTACHMENT C

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Not applicable				

TOTAL $0.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of $5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than $5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Not applicable		

TOTAL $0.00

ATTACHMENT C

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less that $5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than $5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Miscellaneous Office Supplies	$200 per officer for 40 weeks	$1,000.00
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		

TOTAL $1,000.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
Not applicable		

TOTAL $0.00

ATTACHMENT C

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Not applicable			

Subtotal $0.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Not applicable			

Subtotal $0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of $100,000.

Item	Cost
Not applicable	

Subtotal $0.00

TOTAL $0.00

ATTACHMENT C

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Office Phones	$100 per officer for 40 weeks	$500.00
Cell Phones	$300 per officer for 40 weeks	$1,500.00
Wireless Air Cards	$300 per officer for 40 weeks	$1,500.00
Vehicle Maintenance	$300 per officer for 40 weeks	$1,500.00
Fuel Charges	$1,000 per officer for 40 weeks	$5,000.00
	TOTAL	$10,000.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
Not applicable		
Not applicable		
	TOTAL	$0.00

ATTACHMENT C

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	$70,377.00
B. Fringe Benefits	$10,180.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$1,000.00
F. Construction	$0.00
G. Consultants/Contracts	$0.00
H. Other	$10,000.00
Total Direct Costs	$91,557.00
I. Indirect Costs	$0.00
TOTAL PROJECT COSTS	$91,557.00

Federal Request	$91,557.00
Non-Federal Amount	

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant
Budget Review

As mentioned in the program narrative, The City of Moreno Valley's Code and Neighborhood Services Division is proposing to use JAG funds for two City programs; the Foreclosure Strike Team and the Weekend Enforcement Program. Specifically, staff intends utilizing JAG funds to augment staffing levels of the two programs which have been reduced due to budgetary constraints.

Code staff has researched the approximate cost for staffing and additional expenditures. Staff has attached all related costs such as salaries, retirement benefits and Medicare for all personnel. In addition, Standard and supplementary costs for field personnel (i.e. cell phone usage, air card usage, fuel and office supplies) were also included within the Budget Detail Worksheet per JAG requirements.

ATTACHMENT C

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Edward Byrne Memorial Justice Assistance Grant
Review Narrative

A Resolution to ratify the application for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocation from this grant was added to the Council Consent Calendar for the City Council Meeting on June 28, 2011. A staff report and Resolution have been prepared and submitted to the City Clerk's Office to be included in the City Council Agenda for the Meeting. In addition, staff has attached the program narrative, budget detail worksheet, budget narrative, review narrative and abstract to the staff report which will be available for public review and comment.

Upon ratification of the Resolution, the City of Moreno Valley will notify the Office of Justice Programs that the Resolution has been passed so that the grant application submitted for the Edward Byrne Memorial Justice Assistance Grant can be processed and the funding released to the City of Moreno Valley. Also, any public comments made will be included in the submittal per JAG's application guidelines.

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Edward Byrne Memorial Justice Assistance Grant
Abstract

Applicant's Name: City of Moreno Valley, CA

Title of Project: Foreclosure Strike Team and Weekend Enforcement Program

The City of Moreno Valley's Code and Neighborhood Services Division is proposing to utilize JAG grant funds for the continued funding of part-time staff assigned to the foreclosure and weekend enforcement programs. The presence of grant funded staff members would continue code's ability to respond to unmaintained foreclosed properties timely and provide seven day coverage.

Goals and Objectives:

- Create a trust fund to deposit allocated funds.
- The enforcement program will continue staff's focus on foreclosure enforcement activities described above in effort to reduce blight.
- The enforcement program will provide continued weekend enforcement personnel that will focus on specialized code activities occurring on weekends in effort to reduce the frequency of occurrences.
- Augment existing staff and better direct division focus towards property maintenance efforts in blighted residential areas.
- Conduct quarterly programmatic and financial reports to assess grant objectives, and verify that grant funds are being utilized appropriately and efficiently.
- Complete the dispersing of funds in a timely manner within the four year allocation.

Project identifiers

Below, staff has listed the five top project identifiers per JAG's application requirements;

- Policing
- Task Force
- Community Based Programs
- Surveillance
- Crime Prevention

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ORDINANCE NO. 827

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS AND CHAPTER 8.21 GRADING REGULATIONS.

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

SECTION 1 PRIOR ENACTMENTS REPEALED:

1.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.10, as set forth in Section 2 of this Ordinance

1.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.21, as set forth in Section 2 of this Ordinance

SECTION 2 REENACTMENT OF CHAPTER 8.10 AND CHAPTER 8.21:

2.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

8.10.010 Purpose and intent.

The purpose of this chapter is to protect the health, safety and welfare of the public by:

A. Reducing pollutants in storm water discharges to the maximum extent practicable;

B. Regulating illicit connections and discharges to the storm drain system; and

C. Regulating nonstorm water discharges to the storm drain system.

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner pursuant to and consistent with the Federal Clean Water Act, the state Porter-Cologne Water Quality Control Act and the conditions of any NPDES permit issued to the City.

8.10.020 Definitions.

The terms as used in this chapter shall have the following meanings:

"Best Management Practices" (BMPs) mean any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs mean and include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for municipal, industrial/commercial, new development and redevelopment and construction activity and other measures approved by the City Engineer.

"City" means the City of Moreno Valley.

"City Engineer" means the City Engineer of the City.

"Discharge" means, when used as a verb, to allow pollutants to directly or indirectly enter storm water, or to allow storm water or nonstorm water to directly or indirectly enter the MS4 or receiving waters from an activity or operation. When used as a noun, "discharge" means the pollutants, stormwater and non-storm water that are discharged.

"Discharger" shall mean any person engaged in activities or operations, or owning facilities, which may result in pollutants entering storm water, the MS4 or receiving waters. Dischargers include, but are not limited to, real property owners, occupants, tenants, lessees, contractors, developers, managers and employees.

"Green Infrastructure" shall mean an array of products, technologies, and practices that use natural or engineered systems that mimic natural processes to enhance overall environmental quality. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspirate, and/or recycle stormwater runoff.

"Illicit discharge" shall mean any discharge to the MS4 that is not composed entirely of storm water runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana Regional Water Quality Control Board.

"Illicit connection" shall mean any physical connection to a MS4 which has not been permitted by the City, the Riverside County Flood Control and Water Conservation District or other appropriate public agency.

"Low Impact Development (LID)" shall mean any ecosystem-based approach to designing a hydrologically functional site that mimics predevelopment conditions.

"Low volume road" shall mean roads with traffic indexes less than or equal to six (6.0).

"MS4—Municipal Separate Storm Sewer System" shall mean any facility within the City limits by which storm water may be conveyed to waters of the United States. MS4 includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structure.

"Municipal NPDES permit" shall mean an area-wide NPDES permit issued to a government agency or agencies for the discharge of storm water from a MS4.

"Non-storm water discharge" shall mean any discharge to the MS4 that is not entirely composed of storm water.

"National Pollutant Discharge Elimination System (NPDES) permit" shall mean a storm water discharge permit issued by the Santa Ana Regional Water Quality Control Board or the State Water Resources Control Board in compliance with the Clean Water Act.

"Person" shall mean any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

"Pollutant" shall mean anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal matter, heavy metals, hazardous waste, chemicals, fresh concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

"Premises" shall mean any building, lot, parcel of land, land or portion of land whether improved or unimproved.

"Storm water runoff" shall mean surface runoff and drainage associated with rainstorm events and snow melt.

8.10.030 Responsibility for administration.

This chapter shall be administered for the City by the City Engineer. The City Engineer may appoint and authorize one or more members of the City staff to act as his/her designee[s] to administer or enforce this chapter. In the context of this chapter, the phrase "City Engineer" includes each and all persons designated by the City Engineer to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation

8.10.040 Regulatory consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act and acts amending or supplementary thereto, applicable implementing regulations and any existing or future municipal NPDES permits and any amendments or revisions thereto or reissuance thereof.

8.10.050 Reduction of pollutants in storm water runoff.

A. In General. It is a violation of this chapter to throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City. The only exception is where such pollutant is temporarily placed in an appropriate container with a spill containment system for later collection and removal. It is a violation of this chapter to cause or permit any dumpster, solid waste bin or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City.

B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of the ordinance codified in this chapter and other City ordinances for erosion and sediment control.

C. New Development and Redevelopment. New development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to

prevent such deterioration and shall identify the manner of implementation. The BMPs may include, but are not limited to the following and may, among other things, require new developments or redevelopments to do any of the following:

1. Increase permeable areas by leaving highly porous soil and low lying areas undisturbed; by incorporating landscaping, green roofs and open space into the project design, by using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways and by incorporating detention ponds and infiltration pits into the project design;

2. Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and french drains; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas;

3. Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

4. Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

D. Existing Development. Existing development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.

8.10.060 Illicit connections or discharges.

It is a violation of this chapter to establish, use, maintain or continue illicit connections to the storm drain system, or to commence or continue any illicit discharges to the storm drain system. This prohibition against illicit connections and discharges is expressly retroactive and applies to connections and discharges made in the past, regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection or discharge.

8.10.070 Non-storm water discharges.

The discharge of non-storm water into the storm drain system is a violation of this chapter except as specified below.

A. The discharge prohibition shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a violation of this chapter when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to separate storm drains, uncontaminated pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensate, springs, individual residential car washing, flows from riparian habitats and wetlands, swimming pool discharges or flows from fire fighting.

8.10.080 Discharges in violation of permit.

A. Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of an existing or future municipal NPDES permit(s) or any amendment or revision thereto or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement action relating to such discharge

B. NPDES Permit for Industrial/Commercial and Construction Activity. Any industrial discharger, discharger associated with construction activity or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Santa Ana Regional Water Quality Control Board, shall comply with all requirements of such permit. Such discharges shall specifically comply with the following permits: the industrial storm water general permit, and the dewatering general permit. Proof of compliance with said NPDES general permits may be required in a form acceptable to the City Engineer prior to issuance of any City grading, building, or occupancy permits.

8.10.090 Permits and approvals.

Compliance with this chapter shall be a condition of every permit, license or approval granted or issued by the City. Failure to comply with the chapter shall be grounds for revocation of any such permit, license or approval.

8.10.100 City authority to sample, inspect and monitor.

A. Regulatory Inspections. The City Engineer may inspect the premises of any discharger at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If a discharger refuses to allow entry for inspection, an inspection warrant shall be obtained prior to inspection.

B. Scope of Inspections. Inspections may include all actions necessary to determine whether any illicit discharge/connection exist, whether the BMPs installed and implemented are adequate to comply with the chapter, whether those BMPs are being properly maintained and whether the discharger complies with other requirements of this chapter. This may include sampling, metering, monitoring, visual inspections and records review. Records, reports, analyses or other required information may be inspected and copied, and photographs may be taken for purposes of enforcement of this chapter.

8.10.110 Establishment of a fee.

The City Council may establish a fee by resolution to recover the cost of inspection, sampling, metering and monitoring by the City Engineer.

8.10.120 Orders by the City Engineer.

The City Engineer is authorized to issue cease and desist orders or stop-work orders to any person who is in violation of this chapter. Failure to comply with a written order of the City Engineer shall be a violation of this chapter and shall be grounds for the imposition of civil penalties described in this chapter.

8.10.130 Notice of violation.

Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

A. The performance of monitoring, analyses and reporting;

B. The elimination of illicit connections or discharges;

C. That violating discharges, practices or operations cease and desist;

D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

E. Payment of a fine to cover administrative and remediation costs; and

F. The implementation or maintenance of source control and treatment control BMPs.

If an abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Chapter 6.04 of this code. A notice issued under this chapter shall identify the provisions of this chapter which have been violated and shall state the recipient has a right to appeal as set forth in Chapter 1.10 of this code.

The notice shall be served upon the recipient as set forth in Chapter 1.10 of this code.

8.10.140 Violations—Misdemeanors or infractions.

A violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute an infraction. Repeated violations may be prosecuted as misdemeanors at the discretion of the City attorney.

8.10.150 Penalty for violation.

Upon conviction of a misdemeanor for violating any provision of this chapter, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth by law. Upon conviction of an infraction for violating any provision of this chapter, a person shall be subject to payment of a fine, not to exceed the limits set forth by law

8.10.160 Separate offenses.

A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

8.10.170 Violations deemed a public nuisance.

The City Council hereby declares that any violation of this chapter is a threat to the public health, safety and welfare, and is therefore a public nuisance which may be summarily abated. The cost of such abatement shall be borne by the owner of the premises and the cost thereof may be imposed as a lien upon the premises, and such lien shall continue in existence until it is paid.

8.10.180 Administrative enforcement powers.

In addition to any other enforcement powers and remedies established by this chapter, an authorized enforcement officer has the authority to issue civil citations and fines for violations of this chapter pursuant to Chapter 1.10 of this code.

8.10.190 Civil actions.

In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:

A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation; or

D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life

8.10.200 Severability.

If any provision, clause, sentence or paragraph of the ordinance codified in this chapter or the application thereof to any person, establishment or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of that ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are hereby declared to be severable.

2.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

Chapter 8.21 GRADING REGULATIONS

8.21.010 General.
8.21.020 Permits required.
8.21.030 Hazards.
8.21.040 Definitions.
8.21.050 Grading permit requirements.
8.21.060 Fees.
8.21.070 Grading security.
8.21.080 Cuts.
8.21.090 Fills.
8.21.100 Setbacks.
8.21.110 Drainage and terracing.
8.21.120 Retaining walls.
8.21.130 Expansive soils.
8.21.140 Asphalt paving.
8.21.150 Permeable surface designs.
8.21.160 Erosion control.
8.21.170 National Pollutant Discharge Elimination System (NPDES).
8.21.180 Grading inspection.
8.21.190 Completion of work.
8.21.200 Penalty for violation.

8.21.010 General.

A. Name. This chapter shall be known as the "Grading Regulations."

B. Purpose. The purpose of this chapter is to establish an official set of standards regulating the design and construction of building sites and the development of property by grading; to regulate the alteration of the ground

surface to protect and preserve the public health, safety, and general welfare; to minimize differential settlement and the slipping or sliding of earth; to protect adjacent properties from damage caused by blockage or diversion of natural runoff waters; to require engineering analysis of expansive soil conditions, erosion control and drainage; and criteria to provide a basis for the design of footings and floor slabs for structures proposed to be erected on parcels of land whose natural topography has been altered as described herein; to establish the administrative procedure for issuance of permits; and to provide for approval of plans and inspection of grading construction.

C. Intent. It is the intent of this chapter and the erosion control procedures contained within this chapter to establish a guideline enabling the City with the ability to regulate grading operations as well as to protect environmentally sensitive areas and biological and wildlife resources within and surrounding the City of Moreno Valley. The procedures established by this chapter and the conditions of approval implemented with all discretionary approvals and permits are intended to accomplish this protection. However, in the event that City staff encounter situations that are deemed to endanger environmental resources, the City Engineer is authorized to take necessary action to protect the environment pursuant to this chapter and other applicable laws, provided there is no conflict with other City regulations or codes.

"Environmentally sensitive areas" are any lands in a natural condition subject to an open space easement; any natural lake, stream, creek or riparian area; any wildlife habitat area identified in an environmental impact report, initial study or other environmental assessment; or any land determined by the City to be environmentally sensitive with respect to any particular grading activity based on an environmental assessment, initial study, CEQA guidelines or other information in connection with the proposed grading activity.

D. Scope. This chapter sets forth rules and relations to control excavation, grading and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for grading and excavation as contained in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) with deletions, modifications, or amendments to meet local conditions.

E. Powers and Duties of the City Engineer. All references in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) to "Building Official" shall mean the "City Engineer" in this chapter.

8.21.020 Permits required.

A. Grading Permits. No person shall conduct any grading, clearing, brushing or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the City Engineer.

Exceptions to this requirement are:

1. An excavation below finish grade for basements and footings of a building, mobile home, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or an unsupported excavation with vertical banks more than two feet high. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the City Engineer, stability considerations warrant such inspection;

2. An excavation which does not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical;

3. Cemetery graves;

4. Refuse disposal sites controlled by other regulations;

5. Earthwork construction regulated by federal, state, county, or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; earthwork construction performed by railway companies. This exemption, however, shall apply only when the earthwork takes place on the property, or dedicated rights-of-way or easements of the aforementioned agencies;

6. Excavation and backfill for installation of underground utilities by public utility companies of companies operating under the authority of a franchise or public property permit;

7. Mining, quarrying, excavating, processing, stock-piling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property, or alter the orientation of natural water courses which may result in adverse changes on adjoining property;

8. Exploratory excavations under the direction of a soil engineer, engineering geologist, archaeologists or paleontologists, provided all excavations are properly backfilled and compacted or otherwise restored. All excavations and trenches are subject to the applicable sections of the state of California, Division of Safety or Cal-OSHA;

9. A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed fifty (50) cubic yards on any one lot and does not obstruct any drainage course;

10. A fill less than three feet in depth, not intended to support structures or mobile homes, which does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course;

11. Clearing, brushing, and minor grading for agricultural purposes provided such operations do not affect the lateral support or increase stresses in or pressures on any contiguous property, or alter the orientation of natural water courses which may result in adverse changes on nearby or adjoining property or result in dumping of organic or hazardous waste not regulated by law. This grading includes, but is not limited to, contour grading to provide for orchard planting, minor leveling not exceeding three vertical feet of either excavation or fill for row crops, installation of irrigation systems, and stockpiling of fertilizer or other amendments.

B. Grading Permit, Paving. No person shall construct pavement surfacing in excess of five thousand (5,000) square feet, on natural or existing grade for the purpose of a private road or driveway, commercial, industrial, or multi-residential parking lot or travelway without a valid grading permit unless waived by the City Engineer or a separate improvement plan is approved and signed by the City Engineer. Resurfacing or maintenance of paved surfaces is exempt from this requirement.

8.21.030 Hazards.

A. Hazardous Conditions.

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage devices are situated on private property in such a manner that they are a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities. The maintenance of any hazardous condition shall constitute a public nuisance.

2. The City Engineer or designee (including City code compliance) may examine, or cause to be examined, every condition reported as hazardous as set forth in subsection (A)(1) of this section.

3. Upon confirmation of a hazardous condition, the City Engineer or designee (including code compliance) shall provide written notification to the owner or agent in control of property with confirmed hazardous condition requiring mitigation of said hazardous condition and stipulation of an acceptable time frame for compliance.

4. The owner or agent in control shall comply with any demand for corrective work or repairs as required. In the event that corrective action is not completed within the period as specified in writing, the City may exercise any available legal recourse for correction of said hazardous condition.

8.21.040 Definitions.

The words and phrases set out in this section, when used in this chapter, shall, for the purpose of this chapter, have the following respective meanings except where the context clearly indicates a different meaning:

"Approval" means a written engineering or geological opinion by the responsible engineer, geologist of record, or responsible principal of the engineering company, whichever is applicable, concerning the satisfactory progress and completion of the grading work, unless it specifically refers to the City Engineer.

"Approved plans" means the current grading plans, which bear the City Engineer's signature of approval on the plans.

"Approved testing agency" means the facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this chapter and is approved by the City Engineer.

"As-graded" means the surface configuration upon completion of grading.

"Bedrock" means in-place solid rock or sufficient solid in-place soil and rock to be classified by a registered geologist, geotechnical engineer or registered civil engineer, as bedrock.

"Bench" means a relatively level step excavated into stable earth material on which fill is to be placed.

"Borrow" means earth material acquired from an offsite location for use in grading on a site.

"Borrow Site Permit" means a permit that is issued to complete borrow grading operations as defined above.

"California Building Code (CBC)" means the California Code of Regulations Title 24 as adopted by ordinance by the City Council of the City of Moreno Valley.

"Civil engineer" means a professional engineer registered in the State of California authorized to practice in the field of civil engineering. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Civil engineering" means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Clearing, brushing and grubbing" means the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.

"Compaction" means the densification of a fill by mechanical means.

"Earth material" means any rock, natural soil, or fill and/or any combination thereof.

"Engineering geologist" means a geologist certified in the state of California to practice engineering geology. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Engineering geology" means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Erosion" means the wearing away of the ground surface as a result of the movement of wind, water and/or ice.

"Erosion control system" means a combination of desilting facilities, and erosion protection, including effective planting and the maintenance thereof, to

protect adjacent private property, watercourses, public facilities, and receiving waters from the deposition of sediment or dust.

"Excavation" means the mechanical removal of earth material.

"Fault" means a fracture in the earth's crust along which movement has occurred. A fault is considered active if movement has occurred within the last eleven thousand (11,000) years (Holocene geologic time).

"Fill" means the deposit of earth material placed by artificial means.

"Geotechnical engineer" see "soil engineer". For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Geotechnical report" means a report, which contains all appropriate soil engineering, geologic, hydrologic, and seismic information, evaluation, recommendations, and findings.

"Grade" means the vertical elevation of the ground surface.

Grade, Existing. "Existing grade" means the ground surface prior to grading.

Grade, Finish. "Finish grade" means the final grade of the site, which conforms to the approved plans.

Grade, Natural. "Natural grade" means the ground surface unaltered by artificial means.

Grade, Rough. "Rough grade" means the stage at which the grade approximately conforms to the approved plans.

"Grading" means any excavation or filling or combination thereof.

"Grading contractor" means a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.

"Grading permit" means an official document or certificate issued by the City Engineer authorizing grading activity as specified by approved plans and specifications.

"Hillside site" means a site with a natural slope of ten (10) percent or more as further defined in Section 9.03.040(B) of this code.

"Indeterminate stockpile" means storage of soil for an indeterminate period of time in excess of the time permitted for a temporary stockpile.

"Key" means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

"Keyway" means an excavated trench into competent earth material beneath the toe of a proposed fill slope.

"Landslide" means the downward and outward movement of soil, rock, fill or a combination thereof.

"Mass grading" means grading that is completed on a large scale over a large area prior to preliminary grading and which when completed is within two vertical feet of the sites final grade elevations.

"Mass grading permit" means a permit that is issued to complete mass grading operations as defined above.

"Massive landslide" means a landslide too large to be stabilized by retaining methods or normal control methods.

"NPDES" stands for National Pollutant Discharge Elimination System.

"Owner" means any person, agency, firm, or corporation having a legal or equitable interest in a given real property.

"Precise grading permit" means a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations and all on-site improvements.

"Permeable Paving" means a special type of pavement that allows rain to pass through the paved surface into the ground beneath, thereby reducing the runoff from a site.

"Preliminary grading permit" means a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the City Engineer.

"References" unless indicated otherwise, or as reasonably appears from the context, references in this chapter to the civil engineer, engineering geologist, geotechnical engineer and soils engineer refer to the professional person(s) preparing, signing, stamping or approving the project plans and specifications which comprise the approved grading plan, and which professional person(s) appears of record pursuant to Section 8.21.170(D) of this chapter, or his/her successor appearing pursuant to Section 8.21.170(E) of this chapter.

"Retaining wall" means a wall designed to resist the lateral displacement of soil or other materials.

"Rough Grading Permit" means a permit that is issued to complete rough grading operations as defined in this section.

"Site" means any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

"Slope" means any inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance or as a percentage ratio of the vertical distance divided by the horizontal distance times one hundred (100).

"Slope stability—Gross stability" means the factor of safety against failure of the slope material below the surface approximately three to four feet deep measured from and perpendicular to the slope face.

"Slope stability—Surficial stability" means the factor of safety against failure of the outer three to four feet of slope material measured from and perpendicular to the slope face.

"Soil" means naturally occurring surficial deposits overlaying bedrock.

"Soil engineer (geotechnical engineer)" means a civil engineer registered in the State of California experienced and knowledgeable in the area of soil mechanics. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

"Soil engineering (geotechnical engineering)" is the investigation and engineering evaluation of earth materials including soil, rock, groundwater and man-made materials and their interaction with earth retention systems, structural foundations and other civil engineering works. The practice involves application of the principles of soil mechanics and the earth sciences and requires a knowledge of engineering laws, formulas, construction techniques and performance evaluation of civil engineering works influenced by earth materials.

"Sulfate (SO_4)" means a chemical compound occurring in soil or water, which in concentration, has a corrosive effect on ordinary portland cement concrete and some materials.

"Temporary stockpile" means the temporary storage of earth material greater than fifty (50) cubic yards for a period not to exceed the term of the grading permit issued for the project associated with the stockpile.

"Terrace" means a relatively level step constructed into the face of a graded sloped surface for drainage and maintenance purposes.

"WDID# means Waste Discharge Identification number.

8.21.050 Grading permit requirements.

A. Application for Permit.

1. The application for a grading permit shall be made on a form as provided by the City Engineer. All required discretionary approvals under the zoning ordinance and municipal code must be obtained prior to issuance of a grading permit.

2. No grading permit for a development project subject to approval by the planning commission, city council or administrative approval process shall be issued until such commission, council or administrative process has approved the grading concept as part of the discretionary approval process. Any application for a grading permit which effects environmentally sensitive areas shall contain information showing that the proposed grading will be accomplished without significant harm to the environment or appropriate environmental mitigation measures that have been identified within an environmental impact report for the proposed site have been complied with.

B. Responsibility of Land Owners.

1. It is unlawful for any persons owning, leasing, occupying or having charge of any real property in the City to stockpile, deposit, or allow the placement, construction or deposition of earth material on any real property in excess of fifty (50) cubic yards without first obtaining a grading permit as hereinafter described (unless exempt as noted in Section 8.21.020 exceptions. Processing of said earth material must result in a relative compaction of at least ninety (90) percent of the maximum density compaction of the surrounding material, unless otherwise provided for as part of an approved grading plan.

2. Clearing, brushing and grubbing of vegetation done in preparation of land development shall not be undertaken until all discretionary approvals for the land development project have been issued and a grading permit for the project has been obtained. For the purposes of this section, land development shall be defined as any use of real property for which discretionary approval is required as further defined in the this code.

3. A grading permit issued by the City Engineer is required prior to any grading or clearing and grubbing operations on:

a. Previously undisturbed land; or

b. Land covered by native vegetation; or

c. Land which has not been used for agricultural purposes for three years immediately prior to the initiation of a grading operation for the purpose of conducting agricultural activities.

A grading permit may be issued by the City Engineer, prior to discretionary approval, if the City Engineer, in cooperation with the planning official, determines that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause the elimination of any significant wildlife habitat for riparian area.

4. This section shall not regulate routine landscape maintenance, the removal of dead or diseased trees or shrubs or the removal of vegetation upon the order of the fire marshal for the elimination of a potential fire hazard.

C. Types of Grading Permits.

1. Either a mass grading permit, borrow site permit, rough grading permit, preliminary grading permit, precise grading permit or a stockpile permit all as defined in Section 8.21.040 of this chapter may be issued for grading work upon completion of a proper application and approval by the City Engineer.

2. Building permits may be issued for a site graded under an approved grading plan and valid grading permit upon completion and approval of rough grade and geotechnical inspection as specified in Section 8.21.170 of this chapter. Building permits for construction of model homes may be issued for the model home sites only, prior to completion of rough grading for the site, provided that rough grading has been completed and approved as noted for the model home sites.

3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading plan has been approved and a permit has been issued and the provisions as noted above have been satisfied.

D. Stockpile Permits.

1. A temporary stockpile permit is subject to conditions which may include, but not limited to, the following items: a stockpile plan prepared by a registered civil engineer, an erosion control plan prepared by a registered civil engineer, fencing, hydroseeding or other maintenance requirements. Other conditions may be established, even after the permit has been issued, in the interest of public health, safety or welfare, and shall be as determined by the City Engineer.

2. An indeterminate stockpile permit may be issued for soil that is to be used for the future development of the stockpile site where there is no current project, or for storage of soil for current or future sale, or for some other purpose as stated by the property owner. Requests for indeterminate stockpile permits will be reviewed on a case-by-case basis. Such requests may be considered to be the establishment of a business and may require review by other City department or divisions and shall be subject to all of the conditions of approval for such projects. An indeterminate stockpile permit is subject to all of the same requirements as a temporary stockpile permit.

E. Grading Permit Application. A grading permit application shall consist of the following items and forms completed and signed by the applicant or his/her representative, unless otherwise specified by the City Engineer:

1. Application form;

2. Four sets of grading plans;

3. Two copies of a preliminary soils report (see subsection (M)(1) of this section);

4. Two copies of a preliminary geology report if applicable (see subsection (M)(2) of this section);

5. Two sets of erosion control plans;

6. Payment of the grading plan check and inspection fees.

The City Engineer will inspect the project site as necessary and determine whether additional reports or other data are required prior to issuance of a grading permit. The City Engineer will notify the applicant of his determination.

F. Grading Plan Clearances. The City Engineer shall notify the applicant when clearance is required for the project from other departments or divisions within the City as well as clearance required from other agencies. All required clearances from other departments, divisions or outside agencies shall be the responsibility of and obtained by the applicant prior to issuance of the grading permit. The City Engineer will not notify the applicant for South Coast Air Quality District (SCAQMD) required clearances and permits.

G. Data to Accompany Application.

1. A grading plan, approved and signed by a California registered civil engineer, soils engineer and engineering geologist shall accompany each application for a grading permit, unless waived by the City Engineer. The grading plans shall be prepared on twenty-four (24) inch by thirty-six (36) inch Mylar film

with a standard City title block, and shall be drawn in ink. The plans shall show the original and designed finish contours, spot elevations, building pads, public improvements, slope ratios, proposed drainage facilities, protective fencing, retaining walls and any structures or buildings on adjacent properties within fifteen (15) feet of the common property lines.

2. Unless waived by the City Engineer, each application for a grading permit shall be accompanied by supporting data consisting of a soils engineering report, engineering geology report, and the grading plans and specifications. All such plans shall be drawn to engineering scales as approved by the City Engineer. The title sheet of the plan set shall contain the names, addresses and phone numbers of the site owner, the civil engineer responsible for the plans preparation, the project soil engineer and engineering geologist, including registration numbers. The title sheet shall also contain a locality sketch of the project site.

3. A statement of quantities shall be furnished, giving the estimated cubic yards of excavation, embankment, fill, and shrinkage or swell factor. Also, types of ditches and down drains, lineal feet and sizes of various types of pipe, the amount of rock to be used for rip-rap or slope protection, the lineal feet of fencing and any other pertinent information useful in determining the extent of the proposed work.

4. The grading plans shall show scaled sections of all stabilization fills, buttress fills, keyways and benching for fill placement.

H. Grading Plan Check. All grading plans submitted to the City will be checked for conformance with the provisions of this chapter, conditions of approval, the City of Moreno Valley Municipal Code, applicable specific plans, other City ordinances, rules and regulations, all applicable Federal and State requirements, 2010 California Code of Regulations Title 24, Chapter 11 accessibility requirements, City technical requirements and plan requirements, and any other applicable requirements for the development.

I. Mass Grading Plans, Rough Grading Plans, Stockpile Plans, Borrow Site Plans and Preliminary Grading Plans. The plans shall include, but not limited to, the following information.

1. Vicinity map of the site;

2. Property limits clearly labeled or otherwise identified, accurate contours of existing ground and details of terrain, and area of drainage a minimum of fifteen (15) feet beyond the property limits (spot elevations may be used on flatland sites);

3. Prominent existing or natural terrain features;

4. Limiting dimensions, elevations of finish contours to be achieved by the grading, proposed drainage devices, and related construction;

5. Details (plan and section) of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as part of the proposed work, together with a map showing the drainage area and estimated runoff from the area served by the drains;

6. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings of structures on land of adjacent owners which may be affected by the proposed grading operations;

7. If the grading project includes the movement of earth material to or from the site in an amount considered substantial by the City engineer, the permittee shall submit a haul route for review and approval by the public works department, land development division. The City Engineer may prescribe as a condition of the grading permit and submitted haul route, alternate routes or special requirement in consideration on the possible impact on the adjacent community environment or effect on the public right-of-way itself;

8. Additional plans, drawings, calculations, environmental impact information, or other reports and information required by the City Engineer.

J. Precise Grading Plans. The plans shall include of the information required in subsection I of this section plus the footprint or allowable building area of all proposed structures (including appurtenances), setback distances between structures and top or toe of slopes, setback distances between structures and property lines, detailed finish grade and finish floor elevations, flow lines for lot drainage including spot elevations for the drainage swales, details for building footings and sideyard swale relationship (including extra height of or deepened footings), and all proposed PCC flatwork and PCC/AC driveways.

K. Grading Plan Correction Sheet. A grading plan standards and correction sheet which is used as the basis for plan checking, is available from the Public Works Department, Land Development Division which identifies the items typically required on grading plans depending on site conditions.

L. Geotechnical Reports. A soil engineering and engineering geology report shall be required for all grading projects unless otherwise waived by the City Engineer. The reports shall include information useful to the site and any additional information required by the City Engineer. Recommendations included in the reports and approved by the City Engineer, shall be incorporated into the grading plans and specifications. The Building Official may require a soil report of additional information related to the building structure in accordance with the California Code of Regulations Title 24 (IBC).

M. Geotechnical Report Standards. Two copies of each geotechnical report required in subsection L of this section, shall be submitted as part of the application for a grading permit. Each report shall contain information applicable to the project as shall be prepared in accordance with generally accepted geotechnical engineering practice. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

1. Preliminary Soil Report. Soil engineering reports shall be required for all residential subdivisions, commercial or industrial development projects, multi- residential projects, and similar developments for which a grading permit is required. Soil reports shall also be required for grading or building permits on single lot projects when specified by the City Engineer or Building Official. The preliminary (initial) soil engineering report shall include information and data regarding the nature, distribution, and physical and chemical properties of existing soils, conclusions as to the adequacy of the site for the proposed grading, recommendations for general and corrective grading procedures, foundation and pavement design criteria, and shall provide other recommendations, as necessary, for the project grading and development.

2. Preliminary Engineering Geology Report. Engineering geologic reports shall be required for all developments on hillside sites where geologic conditions are considered to have a substantial effect on existing and/or future site stability. This requirement may be extended to other sites as required by the City Engineer. The preliminary (initial) engineering geology report shall include a comprehensive description of the site topography and geology including, where necessary, a geologic map; and opinion as to the adequacy of the proposed development from an engineering geologic standpoint; and opinion as to the extent that known or as reasonably should be known instability on adjacent properties may adversely effect the project; a description of the field investigation and findings; conclusions regarding the effect of geologic conditions on the proposed project; and specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development; and shall provide other recommendations as necessary for the project grading and development. The preliminary engineering geology report may be combined with the soil engineering report.

3. Seismicity Report. A seismicity report as determined by the City Engineer, may be required as a condition for issuance of a grading permit and/or building permit for all residential subdivisions, and for commercial or industrial developments, and shall be required as a condition of development for all essential facilities (as defined in the California Building Code) or as determined by the City Engineer, Building Official or Planning Official. Additionally, sites containing earthquake-sensitive earth materials and/or sites that are located on or near potentially active or active faults are required to submit a seismicity report as a condition for issuance of a grading permit. The report shall be prepared by

an engineering geologist, geophysicist, or a civil engineer with expertise in earthquake technology and its application to buildings or other civil engineering works. The scope of the report shall be commensurate with the proposed development and shall reflect the latest available and accepted technological recommendations related to seismicity. The seismicity report may be combined with the soil and engineering geology reports.

N. Import and Export of Earth Material. Where an excess of five thousand (5,000) cubic yards of earth material for a project site is moved on public roadways to or from the project site as part of the grading operations, all of the following requirements shall apply:

1. Either water of dust preventative spray material (or both) shall be consistently applied for prevention of dust resulting from the loading or transportation of earth to or from the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way, used for transporting materials, in a condition free of dust, earth, or debris attributed to the grading operations.

2. Loading and transporting of earth materials to or from the site must be accomplished within the limitations established in subsection O of this section.

3. Access roads to the site shall be only at points designated on the approved grading plans.

4. At a minimum, the first fifty (50) feet of access road adjacent to the intersection with the public roadway shall have a grade not to exceed five percent. There must be a three hundred (300) foot clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the five percent grade or three hundred (300) foot sight distance requirements can not be obtained due to site constraints, then flagman shall be posted at the access road and shall remain for the entire duration of material transportation operations.

5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the exit of the access road to the public roadway.

6. Advanced warning signs along with traffic control and safety devices shall be reviewed and approved by the City Engineer and shall be posted on the public roadway in the vicinity of the access intersection as required by the current State of California Department of Transportation "Manual of Traffic Control—Warning Signs, Lights and Devices for use in Performance of Work Upon Highways." The size, shape, color, number, spacing, and other details of all such signs and devices shall conform to the standards contained therein and in the current State of California Department of Transportation "Traffic Manual." The

advanced warning signs and other devices shall be covered or removed when the access intersection is not in use.

O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays and from 8:00 a.m. to 4:00 p.m. on weekends and holidays. The City Engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of operations may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

P. Responsibility of Permittee. It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this chapter, and as contained on the approved grading plans and in the approved geotechnical report(s). It shall also be the responsibility of the permittee to be knowledgeable with the obvious and accessible location on the site, and with a copy of the grading plans bearing the stamp or signature of approval by the City Engineer. The applicant will be responsible for obtaining all clearances and permits, if any, directly from the South Coast Air Quality Management District (SCAQMD) prior to beginning grading.

Q. Haul Routes. Where excavation of embankment material is imported or exported from one grading site to another, over public streets, whether or not either site is otherwise subject to grading permit requirements, the City Engineer may specify the route to be used in transportation of the materials on public streets.

Deviation from the designated haul route shall constitute a violation of the condition of the permit issued under this chapter. When the City Engineer does specify a route, he shall do so in writing on the permit document, and shall immediately notify the Traffic Division of the Public Works department as well as the traffic division of the City police department, that said haul route has been specified and approved.

The City Engineer may further specify load limits where, in his opinion, the standard load capacity of vehicles used in such hauling would cause excessive damage to streets on the designated route. Any grading or hauling contractor or project site owner/permittee, moving earth materials in violation of the chapter, shall be financially responsible for any damage to the public streets caused by the hauling vehicles, and shall pay to the City of Moreno Valley the cost, as determined by the City Engineer, of repairing such damage, or shall repair the damage in question to the satisfaction of the City Engineer.

At least twenty-four (24) hours before hauling is to commence, the applicant shall be required to notify the City of Moreno Valley Public Works Department, Traffic Division, and Land Development Division as well as the City Police Department, Traffic Division. The permit may specify other necessary conditions or restrictions, where the use of public streets would disrupt the normal traffic activities or cause a public inconvenience.

R. Debris on Public Streets. Vehicle Code Section 23112(b) forbids the placing, dumping or depositing of dirt and rocks on public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the provisions of this chapter, shall refrain from depositing dirt or debris on public streets by any means, including but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The City Engineer may require a cash deposit to insure the clean-up of public streets.

S. Clean-Up. The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials, including but not limited to, earth, mud, rock or other materials, on any public streets shall be responsible for the complete removal of such materials if spilled, dumped or deposited on a public street within twenty-four (24) hours of noted spill, dumping or deposition. If the permittee fails to remove such spillage, dumping or deposited material within the noted time frame, and it is necessary for the City to complete the removal, the permittee and/or property owner from where the material was removed from or deposited to, shall be liable to pay the City the full cost of such removal work. A cash deposit may be required to insure cleanup of public streets.

T. Dust Control. The contractor or permittee conducting any earth-moving or grading operation under this chapter shall be responsible for controlling dust at all times. The owner, contractor and permittee shall be responsible for implementing any and all Best Management Practices (BMPs) for all grading and earth-moving operations in accordance with the National Pollutant Discharge Elimination System (NPDES) and as required by South Coast Air Quality Management District (SCAQMD).

U. Protection of Adjoining Property. Each adjacent owner is entitled to the lateral and subjacent support which his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

1. Any owner of land or his lessee intending to permit or to make an excavation greater than ten (10) feet in depth within fifty (50) feet of his property line(s) shall give reasonable notice to the owner or owners of land abutting the property line(s) affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin.

2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken so that the soil of adjoining properties will not cave in or settle without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to of greater depth than are the walls or foundation of an adjoining building or other structure, and the distance from the edge of the excavation to an adjoining building or other structure is less than the depth of the excavation, then the permittee or person completing the excavation must take any and all necessary steps to protect the adjacent building or other structure from possible damage resulting from the excavation or the permittee or person completing the excavation must notify the owner of the adjoining building or other structure and allow at least ten (10) days, if so desired, in which to take measures to protect the same from any damage, or to brace or extend the foundations of the noted building or other structure from possible damage from the excavation.

V. Issuance, Expiration and Renewal.

1. Every grading permit issued shall be valid for a period of one hundred eighty (180) days from the date of issuance.

2. Every permit shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

3. The time limitations for all grading permits issued by the City are also subject to the following provisions:

a. A permit issued in accordance with these requirements shall expire upon a change of ownership, if the grading work thereon, for which said permit was issued has not been completed, and a new permit shall be required for the completion of the work. If the time limitations as noted above are not applicable, and if no changes have been made to the plans and specifications last submitted to the City Engineer, no charge shall be made for the issuance of a new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the City Engineer, fees based on the valuation of the additional or new work, additional yardage and necessary plan checking shall be charged to the permit applicant.

b. The City Engineer may extend the one hundred eighty (180) day expiration time limit on permits not to exceed three successive periods for one

hundred eighty (180) days each, upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

4. The City Engineer may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued.

5. If the permittee presents satisfactory reasons for failure to begin or complete the work within the periods specified above, the City Engineer, upon written request, may grant an extension of time reasonably necessary or as specified in subsection (V)(3)(b) of this section for an additional three hundred sixty-five (365) days without additional fees, provided that:

a. No changes have been made in the original plans and specifications for such work.

b. Suspension of abandonment has not exceeded one hundred eighty (180) days.

c. A re-endorsement of the compliance of the plans with the current and applicable regulations has been obtained by the permittee from the Land Development Division.

Such requests for extensions must be submitted no later than the thirtieth day following the date on which said permit would otherwise expire.

6. If the permittee is unable to complete the work by the end of a two calendar year period (initial one hundred eighty (180) days plus one and one-half year extension) or fails to request an extension within the time provided in subsection (V)(5) of this section, the City Engineer, upon written request and justification, may renew the grading permit for a fee of one-half the amount required for the original permit for such work, provided no changes have been made to the original plans and specifications for such work.

W. Denial of Permit. The City Engineer shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in debris being deposited on any public street or public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the City Engineer that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices, or by other means, the City Engineer may issue a permit with the condition that such work be performed. If, in the opinion of the City Engineer, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or

sufficiently reduce the hazard to human life or property, the grading permit and any proposed building permits for habitable structures shall be denied.

The City Engineer may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The City Engineer may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated in accordance with the requirements of the California Environmental Quality Act (CEQA), deny the issuance of a grading permit.

The City Engineer shall require plans and specifications to be modified in order to make them consistent with the City of Moreno Valley general plan, specific plans, municipal code requirements, or other rules, regulations, or conditions of approval applicable to the project. The City Engineer may deny the grading permit if the proposed project cannot be designed in accordance with this chapter, applicable rules, regulations, or conditions.

8.21.060 Fees.

A. Plan-Checking Fees. Before accepting a set of plans and specifications for checking, the City Engineer shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures. The amount of plan-checking fee for grading plans is set forth by City Council resolution.

The plan-checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the required fee for the entire project.

B. Review of Geotechnical Reports Fee. The fees paid in accordance with subsection A of this section (plan-checking fee) includes all necessary fees for review of all geotechnical report(s) for the project and no additional or separate fee will be charged for said review.

C. Grading Permit Fees. A fee for each grading permit shall be paid to the City Engineer for issuance of said permit. The fee for grading permit issuance is set forth by City Council resolution. The fee for a grading permit authorizing additional work to that under a valid grading permit shall be the difference between the fee paid for the original permit and the required fee for the entire project.

8.21.070 Grading security.

The City Engineer may require bonds or other approved security in such form and amounts as may be deemed necessary to assure that the work for a valid grading permit is completed in accordance with the approved plans and specifications or to insure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate any potentially hazardous condition without additional cost or obligation to the City. One form of security will be required to cover all grading and drainage facilities. Separate securities may be required for slope planting, landscaping, irrigation and erosion control.

8.21.080 Cuts.

Cut slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

Slope stability analysis shall be included in all soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height regardless of the slope ratio. The soil engineer shall consider both gross and surficial stability of the slope and provide a written statement approving the slope stability.

8.21.090 Fills.

A. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical (2:1), or where the base (toe) of the fill slope would be within twelve (12) feet horizontally of the top of a cut slope, unless evidence is submitted by the soil engineer and/or engineering geologist which indicates that the stability of the slope is adequate and the proposed slope is approved by the City Engineer.

B. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation; noncomplying fill; topsoil and other unsuitable materials; and by scarifying to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than five horizontal to one vertical (5:1), the ground shall be prepared by benching into sound bedrock, or other competent or formational material, as determined by the soil engineer and

approved by the City Engineer. The lowermost bench beneath the toe of a fill slope shall be a minimum of ten (10) feet in width. The ground surface below the toe of fill shall be prepared for sheet flow runoff, or an appropriate drainage system shall be provided.

Where fill is to be placed over a cut slope, the bench under the toe of the fill shall be at least fifteen (15) feet wide and shall meet the approval of the soil engineer and/or engineering geologist as suitable foundation for the fill. Unsuitable soil is soil which is not dense, firm, or unyielding; is highly fractured; or has a high organic content; and in the opinion of the City Engineer, civil engineer of record, soil engineer, or engineering geologist is not competent to support other soil or fill, to support structures, or to satisfactorily perform the other functions for which the soil is intended.

C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as outlined below, no rock or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

The City Engineer may permit placement of larger rock in fill when the soil engineer properly devises a method of placement, continuously inspects placement, and approved the fill stability and competency. The following conditions shall also apply:

1. Prior to issuance of a grading permit, potential rock disposal area(s) shall be identified on the grading plan.

2. Rock sizes greater than eighteen (18) inches shall be placed a minimum of six feet below grade, measured vertically and/or ten (10) feet measured horizontally from any slope face.

3. Rocks sizes greater than twelve (12) inches shall be placed so as to be completely surrounded by soil; no nesting of rocks will be permitted.

D. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of the maximum density as determined by ASTM DI557. Field density tests shall be performed in accordance with ASTM D1556, or equivalent, as approved by the City Engineer. At least twenty-five (25) percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be uniformly distributed within the fill area and/or fill slope surface area in order to obtain representative results.

Locations of the field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

Testing in areas of a critical nature or special emphasis shall be in addition to a network of representative sampling.

E. Exceptions:

1. Fills excepted in Section 8.21.020 of this chapter if the City Engineer determines that compaction is not a necessary safety measure to aid in preventing saturation, settlement, slippage or erosion.

2. Where lower density and very high potential expansion characteristics exist, (as defined in the California Building Code), lesser compaction requirements may be approved by the City Engineer upon justification and recommendation by the soil engineer.

Sufficient maximum density determinations by test method ASTM D1557 shall be performed during the grading operations to verify that the maximum density curves used are representative of the material placed throughout the fill.

F. Fill Slopes. Fill slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

All fill slopes shall be overfilled to a distance from finish slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finished grade to expose the compacted core. Alternate methods for fill slope compaction may be used by the grading contractor subject to approval by the soil engineer and City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil.

A slope stability analysis shall be included in soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height, regardless of the slope ratio. The soil engineer shall consider both the gross and surficial stability of the slope and provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternate methods of construction or compaction requirements necessary for surficial stability.

At least twenty (20) percent of the field density tests performed during grading shall be located within three feet of the final slope location, and at least one density test shall be taken in the outer twelve (12) inches of the finished slope face for every five thousand (5,000) square feet of slope area.

G. Buttress/Stabilization Fills. Recommendations for buttress/stabilization fills by the soil engineer shall be included in the soil report setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudo static conditions, (analysis of pseudo static loads are not normally needed when the bedding planes are flatter than twelve (12) degrees from horizontal), laboratory test data upon which the calculations are based, a copy of the approved grading plan showing the location of the buttress/stabilization fill, a scaled section of the buttress/stabilization fill, and recommendations with details of subdrain requirements.

H. Utility Line Backfill. Backfill for on-site utility line trenches, including but not limited to, water, sewer, gas, electrical, telephone and cable television services which effect the stability of foundations or other structures, or which are in sloping surfaces steeper than ten horizontal to one vertical (10:1), and which utilize onsite material as backfill, shall be compacted and tested in accordance with subsection D of this section. Alternate materials and methods for utility line trench backfill may be used provided that the material specification and method of placement are recommended by the soil engineer and approved by the City Engineer prior to backfilling.

Utility line trench backfill for on-site areas other than those stated above need no specific placement method or compaction criteria, but shall be sufficiently compacted to preclude detrimental settlement. In no case shall this be construed to mean utility line trench backfill within any public rights-of-way.

The final utility line trench backfill report from the project soil engineer shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use and that all tested areas meet the compaction requirements in accordance with subsection D of this section.

8.21.100 Setbacks.

A. General. The setbacks and other restrictions specified by this section are minimum and may be increased by the City Engineer or by the recommendation of the civil engineer of record, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. Where zoning requirements exceed the minimum herein, the zoning setbacks shall govern.

B. Setbacks From Property Lines. The tops and toes of slopes shall be setback from the outer boundaries of the permit area, including slope right

areas and easements, in accordance with Figures A and B. Lot lines shall be located at the top of slopes whenever possible.

C. Design Standards for Setbacks. Setbacks between graded slopes (cut or fill) and structures shall be provided in accordance with Figures A and B. A usable side yard of at least five feet from any building wall shall be provided to the top or toe of a slope unless waived by the City Engineer.

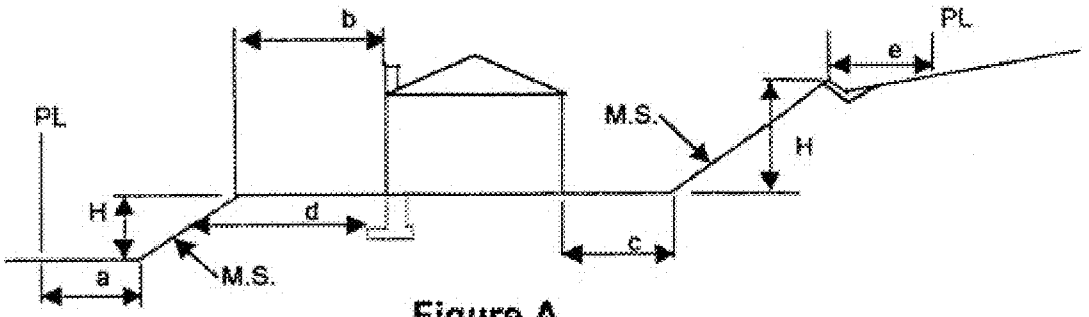

Figure A

Table A Minimum Setback from Adjacent Slope					
H (hgt-ft)	a	b	c	d	e
0<6	3′	5′	3′	5′	3′
6 to 14	5′	5′	H/2	H/2 (5′Min)	3′
14 to 30	5′	H/2 (10′ Max)	H/2	H/2 (10′ max)	6′
30+	5′	10′ Max	15′ Max	10′ Max	6′

NOTES:

1 PL means property line and/or permit boundary. M.S. means manufactured surface.

2 Setbacks shall also comply with applicable zoning regulations.

3 Table A applies to manufactured slopes and 2:1 or steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.

4 “b” may be reduced to 5′ minimum if an approved drainage device is used; roof gutters and downspouts may also be required.

Ordinance No. XXX
Date Adopted:

5 “b” may be reduced to less than 5′ if no drainage is carried on this side and if roof gutters are included; “d” may not be reduced.

6 If the slope between “a” and “b” is replaced by a retaining wall, “a” may be reduced to zero and “b” shall remain as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.

7 “b” is measured from the face of the structure to the top of the slope.

8 “d” is measured from the lower outside edge of the footing along a horizontal line to the face of the slope. Under special circumstances, “d” may be reduced as recommended in the soil report and approved by the Building Official

Figure B

Minimum Setback

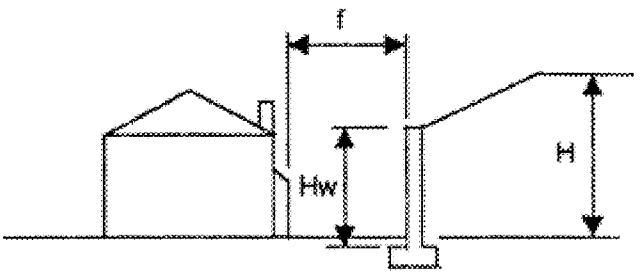

Figure B

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
0 to 6	3′ Max	3′ Min
6 to 8	4′	4′

Ordinance No. XXX
Date Adopted:

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
8 to 10	5′	5′
10 to 12	6′ Max	6′
12 to 30	6′ Max	H/2
30+	6′ Max	15′ Max

NOTES:

1 The use of retaining walls to reduce setbacks must be approved by the City Engineer.

2 "f" may be reduced to zero (0) feet if the Building Official approves a combination structure/retaining wall after submittal and review of structural calculations from the project structural engineer and after the City Engineer approved the necessary drainage devices.

3 "Hw" is the height of the retaining wall measured from the top of the footing to the top of the wall.

8.21.110 Drainage and terracing.

A. General. Unless otherwise noted on the approved grading plan, drainage facilities and terracing of graded slopes shall conform to this section, to the currently adopted City design standards, this code and to Riverside County Flood Control and Water Conservation District's master drainage plans for the City, except where otherwise specified.

B. Terraces. Terraces at least eight feet in width shall be established at not more than thirty (30) foot vertical intervals on all cut or fill graded slopes in order to control surface drainage and debris. Where only one terrace is required, it shall be at the mid-height of the slope. Terrace widths and spacing for cut and fill slopes greater than one hundred and twenty (120) feet in height shall be designed by the project civil engineer based upon recommendations of the project soil engineer and approved by the City Engineer. Suitable access shall be provided to all terraces to permit proper cleaning and maintenance.

Terrace drains shall have a minimum gradient of two percent unless waived by the City Engineer. Terrace drains shall have a minimum depth at the deepest point of no less than one foot and a minimum paved width of at least

three feet and shall be designed to accommodate all runoff created by the cut or fill slope as well as any tributary runoff which enters the terrace drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

D. Storm Water Discharge. All drainage facilities shall be designed to carry storm water runoff to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction, as an acceptable and safe location to deposit such runoff. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the City Engineer.

E. Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the City Engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the City Engineer.

F. Storm water Runoff. Storm water runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

1. Whenever practicable, each lot shall be graded so that storm water will drain from the backyard through the sideyard and front yard directly to the abutting street or toward approved drainage facilities at a gradient of not less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

2. When the above is not feasible, as determined by the City Engineer, storm water shall be collected along the top of slopes or at the rear of graded lots by means of paved gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of eighteen (18) inches deep.

3. Where slopes are terraced at thirty (30) foot intervals, drainage shall be provided in paved ditches a minimum of thirty-six (36) inches wide and twelve (12) inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the City Engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to grantee the improvement, is posted with the City.

4. Down drains, interceptor drains and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by the project engineer and approved by the City Engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe (RCP), plastic pipe (PVC) or other pipe material as approved by the City Engineer. Anchor lugs or collars may be required by the City Engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the City Engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

5. The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters or other materials as approved by the City Engineer.

G. Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage-ways on the owner of record of each respective lot. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the permittee. Such easements shall be subject to the approval of the City Engineer and City attorney and recorded prior to the issuance of the grading permit.

8.21.120 Retaining walls.

Retaining walls shall be constructed of reinforced concrete, reinforced masonry block, reinforced concrete block and geosynthetic fabric, or a combination of the aforementioned materials. Retaining walls shall be designed to resist all earth pressures acting upon them including embankment or structure/vehicle surcharge loads. All retaining walls shall be designed by a registered civil or structural engineer and submitted to the building division, including appropriate structural calculations, for review and approval prior to installation. All retaining walls that are to be constructed in connection with a grading plan shall be shown on the grading plan. Sufficient top of wall (TW) and top of footing (TF) elevations shall be shown on the grading plans to determine the overall height of the retaining wall at various locations.

8.21.130 Expansive soils.

A. Expansive soil is any soil with an expansion index greater than twenty (20), as determined by the expansion index tests (2010 California Building Code, Section 1803

B. Whenever expansive soils are encountered within four feet of the finish grade of any area intended or designed as a location for a building then the following shall be observed:

1. The permittee shall remove such expansive soil to a minimum depth of four feet below finish grade within the building footprint area. Nonexpansive, properly compacted soil shall then be installed in the area where the expansive soil was removed; or

2. In the event that sufficient non-expansive material is not readily available on site, the permittee may at his option import nonexpansive material to be used as fill or the soil engineer may waive or reduce the requirement for removal and replacement of the expansive soils reported on the project. The soil engineer shall, however, make recommendations for the design of footings, foundations, slabs, and other load bearing features, or other special procedures which will alleviate any potential problem created by the remaining expansive soils; or

3. Based on recommendations for the soil engineer, expansive soil from cut areas may be placed in the lower extremities of embankments, and nonexpansive materials shall be reserved and stockpiled so that they may be placed as a cap over expansive soil. Whenever expansive soil is placed closer than four feet of finish grade, the soil engineer shall so indicate and make corrective recommendations as noted above.

8.21.140 Asphalt paving.

A. Requirements. For the purpose of this section, asphalt concrete (A.C.), aggregate base material (A.B.), prime coat, tack coat, and seal coat shall all meet the current material specification standards of the City of Moreno Valley for public road construction and/or the approval of the City Engineer.

B. Subgrade Compaction. Compaction of subgrade materials shall be in accordance with the requirements of Section 8.21.090(D) of this chapter.

C. Soil Sterilization. Unless otherwise approved by the City Engineer, subgrade earth materials shall be sterilized to preclude plant growth.

D. Pavement Structural Section. The project soil engineer, architect, or design civil engineer shall determine the pavement structural section(s) for parking lots, service roads, private streets and dedicated streets on new private development projects. The structural section shall be based on:

1. Soils tests of the subgrade soil(s) performed in accordance with the latest revision of test method number California 302 and anticipated traffic and/or loading conditions.

2. The design shall be determined by R-value testing in accordance with CalTrans design method with recommended safety factors. The minimum design structural section(s) for dedicated streets shall be as noted in the current edition of the City of Moreno Valley standard plans.

E. Alternative Design Method for New Parking Lots/Service Roads and Private Streets. In lieu of the recommended structural section from the soil engineer or civil engineer based on testing as noted above, the following standards may be used for new private parking lots/service roads and private streets:

Industrial and Commercial Developments	**Min. Structural Section**
Parking area less driveways and perimeter drives	.25′ AC / .33′ AB
Driveways and perimeter drives for industrial developments	.25′ AC / .83′ AB
Driveways and perimeter drives for commercial developments	.25′ AC / .67′ AB
High Density Residential	
Parking areas and access lanes	.25′ AC / .33′ AB
Drives and areas subject to heavy truck use	.25′ AC / .67′ AB
Private Streets	
Structural roadway section for private streets	.30′ AC / .50′ AB

AC means asphalt concrete pavement.

AB means Class II aggregate base material.

F. Exceptions. The provisions of this section shall not apply to private asphalt concrete driveway(s) providing access to not more than two single-family residences, proposed in conjunction with a project subject to a grading permit or to commercial, industrial or high-density residential developments where all pavements areas are constructed of Portland cement concrete (PCC) pavement.

8.21.150 Permeable surface designs

A. Permeable surface designs include, but is not limited to pervious concrete, permeable pavement, permeable pavers, and porous asphalt. These BMPs may be allowed in low flow traffic roads and parking lots and other paved areas upon approval from the City Engineer.

8.21.160 Erosion control.

A. General.

1. All earth moving or grading operations requiring a grading permit (as noted in Section 8.21.020 of this chapter) shall be required to also have an approved erosion control plan. In addition, any grading, clearing, brushing and grubbing within one hundred (100) feet of environmentally sensitive areas, is prohibited from October 1st to May 31st except for the following:

a. The construction and maintenance of erosion control systems, which have been approved by the City Engineer.

2. Grading work is prohibited on any single grading site under permit between October 1st and May 31st unless an erosion control plan has been approved or waived by the City Engineer. Where necessary, temporary and/or permanent erosion control devices or methods, as approved by the City Engineer, shall be employed to control erosion and provide safety during this period.

3. The City Engineer may order restriction or cessation of land disturbance or development operations upon determination that the weather, soil, slope, or general site conditions may cause serious accelerated erosion or sediment damage either on-site or downstream from the site.

B. Erosion Control Plans.

1. Erosion control plans shall be submitted to the City Engineer for approval concurrent with the grading permit application and/or with grading plan submittal unless otherwise waived by the City Engineer. No grading permit shall be issued unless an erosion control plan has been submitted or waived by the

City Engineer. The erosion control plan may be waived for grading on single residential lot projects, provided that an erosion control system, approved by the City Engineer, is installed, placed, planted or constructed before October 1st. An erosion control and/or sediment control plan is required for all projects if the City Engineer determines that erosion or sediment discharge adversely affects adjacent properties. The approved erosion control plan shall be updated if necessary by October 1st each year, for projects under a grading permit.

2. The erosion control plan shall include details of protective measures, including desiltation basins or other temporary drainage or control measures or both, as may be necessary to protect adjoining public or private property from damage by erosion, flooding, or mud and/or debris deposits which may originate from the site or result from the grading operations.

3. All slope planting, as required by the erosion control plans, which is to be completed after October 1st, will require jute matting or other acceptable turf matting or erosion control blankets prior to planting or hydroseeding.

C. Submittal and Processing Requirements.

1. All projects requiring a grading permit must have erosion control plans submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

2. The erosion control plans must be approved and erosion control devices installed and certified and inspected as being properly constructed by the engineer of record. Sediment control must be continuously maintained throughout the construction process. Updating of the plans will be required for phases of construction not covered by the previously approved plans.

3. Approval and processing of the erosion control plans requires payment of plan checking fees, inspection fees and the posting of securities as further noted in this section.

4. First submittal for erosion control plans shall include the plan checking fee, two blueline copies of the plans and two copies of the bond estimate.

D. Information on Erosion Control Plans. Erosion control plan shall include but not be limited to, the following information:

1. A twenty-four (24) hour telephone number of the person responsible for performing emergency erosion control work;

2. The stamp and signature of the civil engineer that prepared the erosion control plan;

3. The erosion control general notes (copies available for the public works department, land development division);

4. Identification of all desilting and erosion protection facilities necessary to protect adjacent property from sediment deposition;

5. Identification of the streets and drainage devices that will be completed and paved by October 1st;

6. Provision for the placement of gravel bags, slope planting or other measures to control erosion from all slopes above and adjacent to roads open to the public;

7. Provision for maintaining access to desilting facilities during wet weather;

8. A schedule for the construction and ongoing maintenance of all required erosion and sediment control facilities;

9. Identification of discharge points where concentrated runoff occurs.

E. Erosion Control Systems.

1. All sediment shall be contained on-site. Runoff from disturbed areas shall be detained or filtered by berms, swales, ditches, filter strips or other means as necessary to prevent the escape of sediment from the site. Sediment control devices shall be installed prior to or concurrent with the initial grading operations and shall be maintained throughout the development process.

2. Erosion shall be prevented at locations where runoff is concentrated. Where runoff will be discharged to natural ground or channels, appropriate energy dissipaters shall be installed to prevent erosion at the point of discharge.

3. All erosion control measures required to retain sediment on-site and to safely discharge any accelerated runoff generated by the project shall be installed during the initial construction phase of the project.

4. Desilting facilities shall be provided at drainage outlets from the graded site.

5. Desilting basins shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow sediment of suspended particles.

6. Desilting basins shall be constructed around the perimeter of projects. Basins should be located where maintenance access is provided from paved roads during wet weather.

7. Desilting basins constructed from compacted earth shall be compacted to a relative compaction of ninety (90) percent of maximum density. A soil engineering report including the type of field-testing performed, location and results of testing, shall be submitted to the City Engineer for approval upon completing the desilting basin(s).

8. Equipment and workers, for emergency work, shall be available at all times. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices if needed.

9. Unless otherwise approved by the City Engineer, erosion protection shall include effective planting of all slopes in excess of three feet in height. Slopes exceeding fifteen (15) feet in height may require an adequate sprinkler system, as determined by the City Engineer.

10. All slopes greater than five feet in height shall be permanently landscaped with the landscaping established prior to October 1st. If the permanent landscaping is not installed and sufficiently established prior to October 1st, the slope(s) shall be covered with protective materials and soil stabilizers approved by the City Engineer.

11. All disturbed slopes shall be planted and protected within forty-five (45) days of the completion of each stage of grading. Suitable measures to prevent slope erosion, including but not limited to, rapid growth vegetation sufficient to stabilize the soil, shall be installed on all disturbed areas until such time as the permanent vegetative cover sufficiently matures to provide permanent stability.

12. Erosion control provisions shall include and complement drainage patterns during the current and future phases of grading throughout the rainy season.

13. Graded areas around the project perimeter must drain away from the face of slopes at the conclusion of each working day.

F. Erosion Control Maintenance.

1. Erosion control systems shall be serviced and maintained to provide continuous capacity and to adequately function as designed. After precipitation exceeding one-quarter inch in any twelve (12) hour period, or upon direction of the City Engineer, silt and debris shall be removed form check dams and desilting basins and the basins pumped dry and otherwise restored to the original design condition.

2. The performance of the erosion control system shall be evaluated by the City Engineer and revised and replaced as ordered.

3. The construction and maintenance of all erosion control systems shall conform to the approved erosion control plan unless otherwise approved by the City Engineer.

4. The contractor, permittee, or project owner shall be responsible for and take necessary precautions to prevent public trespass into areas where impounded water creates a hazardous condition. Necessary precautions may include, but not limited to, appropriate perimeter fencing, or a twenty-four (24) hour guard in order to prevent unauthorized persons from entering the basin(s).

5. Any sprinkler system, controlled by timers, used with an erosion control system, shall be inspected every thirty days to assure proper functioning of the timer device.

G. Erosion Control Design and Implementation.

1. If a project design includes grading or construction within one hundred (100) feet of any environmentally sensitive areas, additional erosion control measures may be required within all disturbed areas in order to minimize the impacts to the environment. These measures may require the approval of the City Engineer as well as approval and certification by the engineer of record for the project. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. The additional erosion control measures may include, but not limited to, installing protective materials and stabilizers, along banks and within waterways and over all disturbed areas. The additional erosion control measures may also include a full time (twenty-four (24) hour) on-site guard during storms and when the precipitation amount is expected to exceed one-half inch in any twenty-four (24) hour period. The precipitation forecast shall be as established by the National Weather Service.

2. All erosion control systems require approval by the City Engineer and approval and certification by the engineer of record. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. All erosion control systems shall remain in place at all times for all areas in which construction is not scheduled to commence within the next seven days. All erosion control systems shall remain in place until May 31st. The May

31st date may be extended by the City Engineer upon determination that there is a substantial likelihood of significant precipitation after May 31. The City Engineer shall use information as provided by the National Weather Service to make such determination.

3. All removable protective devices shown shall be in place at the end of each working day when the five day rain probability forecast exceeds forty (40) percent. The forecast shall be as determined by the National Weather Service.

4. The faces of cut and fill slopes and the project site shall be prepared and maintain to control erosion. Slope protection may be waived by the City Engineer for cut slopes, which are not subject to erosion because of the erosion resistant character of the materials.

5. If construction of erosion control systems outside of the project boundaries are necessary, permission to construct such systems from the owner of such off-site property. Plans for the off-site systems shall be included with the on-site plans submitted to the City Engineer. The plans for the off-site erosion control systems shall include permission to grade and maintain the erosion control systems from all affected property owners and letters of clearance and/or permits from all appropriate governmental entities.

6. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition, free of loose soil, construction debris, and trash. Street sweeping or other equally effective means shall be used on a regular basis to control erosion, which has been deposited on streets or sidewalks. Watering shall not be used to clean streets except for the removal of fine material not otherwise removed by sweeping or other mechanical means.

7. The contractor, permittee, or property owner shall be responsible for inspection, modification, and proper maintenance of the erosion control devices as necessary. If the contractor, permittee, or property owner fails or refuses to properly maintain the erosion control devices, the City Engineer:

a. May cause emergency maintenance work to be done in order to protect potentially impacted property. The cost shall be deducted for the erosion control security posted for the project pursuant to subsection (H)(4) of this section and shall include all costs related to the emergency maintenance including initial mobilization and performance of the work in addition to applicable administrative costs.

b. Shall revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the City engineer is installed or necessary maintenance of an existing system is completed.

8. If any grading subject to Section 8.21.020 of this chapter has commenced on private property without a valid grading permit, the property owner shall be required to obtain a valid permit before continuing and grading, and may be required to prepare and implement an erosion control plan, approved by the City Engineer. If the property owner fails to install an approved erosion control system, the City Engineer shall cause emergency work to be done to protect potentially impacted property and to protect environmentally sensitive areas. The procedures of subsections B, C and D of this section need not apply for emergency erosion control work between October 1st and May 31st. The cost of such emergency work shall be charged to the owner pursuant to the procedures set forth in subsection (H)(4) of this section.

H. Erosion Control Security.

1. Requirement for Security. Prior to approval of the grading permit, an erosion control plans for the project site shall be submitted to and approved by the City Engineer and securities meeting the requirements contained herein shall be posted with the City. The security shall guarantee the following:

a. Compliance with all provisions of this section and all other applicable ordinances;

b. Compliance with any and all terms and conditions of the permittee's approved erosion control plan;

c. Completion of the erosion control system, to the satisfaction of the City Engineer, and in accordance with the approved erosion control plan;

d. Completion of all emergency and routine maintenance and repair of the erosion control system(s) to insure the continuous integrity of the system(s) to the satisfaction of the City Engineer and as may otherwise be required by this section;

e. Restoration and repair of public streets or other property adversely impacted by erosion from permittee's project.

2. Amount and Form of Security. The amount of the security shall be equal to one hundred (100) percent of the total estimated cost of the erosion control system(s). The permittee's estimate of such cost shall be based on the established unit costs available from the City and shall be subject to the review and approval of the City Engineer. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City Engineer. The remainder of the erosion control security shall be subject to the approval of the City Engineer and city attorney, and consist of one or more of the following:

a. Cash deposit;

b. A bond;

c. A certificate of deposit;

d. A letter of credit, in City format, from one or more local financial institution(s) subject to regulation by the state or federal government.

3. Failure to Provide Security. If a permittee fails to provide the security required by this section prior to October 1st each year, the City Engineer may revoke the permittee's grading permit without prior notice to the permittee. Any such revocation shall be in writing.

4. Use of Cash Deposit. The City Engineer may cause certain erosion control work to be done under any of the following circumstances:

a. Failure of the permittee to commence emergency repair or maintenance work within twelve (12) hours of receipt of a written demand therefor from the City Engineer, or within twelve (12) hours of the City Engineer's attempt to communicate such demand via the telephone number listed on the approved plans or as provided by the permittee.

b. Failure of the permittee to commence other repair or maintenance work within seventy-two (72) hours of receipt of a written demand therefore from the City Engineer.

c. Failure of the permittee to diligently pursue completion of any required repair or maintenance work or to complete such work within a reasonable time period established by the City Engineer.

d. Failure of the permittee to complete installation of a erosion control system prior to October 1st.

e. Failure of the permittee, after notice from the City Engineer, to clean or repair public streets or other public property, where debris, damage or erosion resulted from the permittee project.

The permittee shall be liable to the City for the cost of any repair work that was necessary as a result of and in accordance with the provisions of this section. The City Engineer may withdraw from the permittee's cash deposit for erosion control security, any funds necessary to pay for such work. The City Engineer shall notify the permittee of any withdrawal from the permittee's cash deposit. If the cost for such work exceeds the balance of the permittee's funds on deposit, the City Engineer shall cause an invoice to be sent to the permittee demanding payment of the amount by which the cost of the work exceeds the permittee's deposit. The permittee shall, within ten (10) days of receipt of such invoice, deposit with the City Engineer, that amount of cash necessary to bring the

permittee's deposit up to its original balance. If the permittee fails to pay such amount in full within thirty (30) days from the date of the invoice, the permittee's grading permit shall be automatically revoked. Renewal of the grading permit shall not be completed until the invoice is paid in full. No final grading inspection shall be completed until the permittee has fully satisfied all monetary obligations to the City imposed pursuant to the provisions of this section. Additionally, no further construction permits, including but not limited to, building permits or occupancy permits, shall be issued until such monetary obligations are fully satisfied.

5. Release of Security. On June 1st of each year, or upon the end of the actual rainy season (as determined by the City Engineer) whichever occurs later in time, the City Engineer may release any erosion control security posted or deposited pursuant to this section, upon receipt of a written request for such release by the permittee.

The City Engineer shall be responsible for determining the end of the rainy season if it occurs after May 31st of any given year. The determination shall be based upon available meteorological information.

The City Engineer shall not release a permittee's security if the permittee has an outstanding monetary obligation to the City incurred pursuant to the provisions of subsection (H)(4) of this section or if cleanup or repair of public streets or other public property for which the permittee is responsible, has not been completed to the satisfaction of the City Engineer.

Any unused portion of the permittee's erosion control security may also remain on deposit with the City throughout the grading of the project and not be released until completion of the landscaping improvements for the project if it is determined by the City Engineer that due to the nature, configuration, or location of the project, it is in the best interest of the City to retain said erosion control security until to projects completion.

8.21.170 National Pollutant Discharge Elimination System (NPDES).

A. General Requirements. On September 2, 2009, the State Water Resources Control Board (SWRCB) approved waste discharge requirements associated with construction activity. The regulations affect all construction sites that disturb an area of one acre or more.

As a condition of the Santa Ana Regional Water Quality Control Board, a National Pollutant Discharge Elimination System permit will be required for all sites that disturb an area of one acre or more. Prior to issuance of a grading permit, each applicant shall provide an NPDES permit number (WDID#) to the City Engineer.

A complete NPDES permit for storm water runoff associated with construction activity application and general requirements may be obtained from the State Water Quality Control Board .

In general, the permit requires the following information to be filed with the California State Water Resource Control Board (SWRCB):

1. A notice of intention (NOI). The NOI application is in the construction permit package;

2. Risk Assessment.

3. Site Map.

4. A stormwater pollution prevention plan (SWPPP). Conditions are outlined in the construction permit package;

5. Annual Fee.

6. Signed Certification Statement.

It is the permittee's responsibility to obtain the application package, complete the information and reports as noted above, and maintain the site throughout the duration of the project as required by the permit. All of the information noted above shall be maintained on-site during construction and shall be presented upon demand by State Water Resource Control Board inspectors, the City of Moreno Valley inspectors or any member of the public.

8.21.180 Grading inspection.

A. Grading Inspection.

1. Site Inspection by the City Engineer. Prior to any grading, brushing, or clearing, there shall be a pre-grading meeting held on the site unless waived by the City Engineer. Prior to placing concrete for curb and gutter, sidewalk, pavement base material or other similar improvement in the public right-of-way, there shall be a pre-paving meeting held on the site unless waived by the City Engineer. The permittee, or agent for the permittee, shall notify the City Engineer and request the meeting(s) at least two working days prior to the meeting(s) and shall also be responsible for notifying all principals responsible for grading or paving operations.

It shall be the responsibility of the person doing the work authorized by a permit, to notice the City Engineer at least two working days prior to the work being ready for the following inspections:

a. Excavation and Fill Inspection.

i. Canyon Clean Out. After all brush and unsuitable material has been removed and an acceptable base has been exposed, but before any fill has been placed;

ii. Toe Bench and Key. After the natural ground or bedrock has been exposed and prepared to receive fill, but before fill is placed;

iii. Over Excavation. After the area has been excavated but before fill is placed;

iv. Excavation. After the excavation has started, but before the vertical depth of the excavation exceeds ten (10) feet, and every ten (10) foot interval thereafter;

v. Fill. After the fill has started, but before the vertical height of the fill exceeds ten (10) feet and every ten (10) foot interval thereafter.

2. Concrete or Gunite Drainage Device Inspection.

a. Alley Gutter or Concrete Drainage Device. After the sub-grade is prepared and any reinforcement placed but prior to concrete placement and then again after concrete placement;

b. Terrace Drains, Down Drains, Brow Ditches. After grade has been established but before placement of welded wire mesh or reinforcement and then again after placement of concrete or gunite.

3. Other Drainage Devices.

a. Subdrains. After excavation but prior to placement of filter materials and pipe. The subdrain pipe and filter material shall be on site for inspection. Inspection shall also occur after placement of pipe and filter material but before backfill;

b. City Storm Drains and Inlets. After installation of form-work and placement of reinforcement but before concrete placement and then again after placement of concrete and removal of form-work but prior to backfilling. Inspection shall also occur after backfilling and completion of storm drain;

c. Earth Swales. Prior to rough grading approval and then again prior to final grading approval.

4. Rough Grade Inspection.

a. When all rough grading as been completed. Inspection may be called for at the completion of rough grading after the City Engineer has received, reviewed and approved the required geotechnical certification(s) and/or compaction reports and the civil engineer has submitted approval of line and grade on City approved format. Under normal circumstances, all subdrains and slope drains, if required, shall be in place and approved as a condition of rough grading approval.

5. Paving Inspection (In Public Right-of-Way).

a. Subgrade. After subgrade has been established, tested, and approved by the soil engineer, or his qualified representative, the soil engineer may leave a field memo of compaction test results on site. The civil engineer shall provide approval of line and grade;

b. Base. After base course has been placed, tested, and approved by the soil engineer or his qualified representative, but prior to prime coat and asphalt placement, the soil engineer may leave a field memo of compaction test results on site. Material invoices or weight tickets shall be required;

c. Asphalt Concrete. During asphalt placement to verify compliance with plans and specifications. Material invoices or weight tickets shall be required. Prior to application of seal cost, the paved surface shall be water tested to reveal any irregularities and shall be patched where required.

6. Final Inspection.

a. When all work, including installation of all drainage structures and other protective devices has been completed and all written professional approvals and the required reports have been submitted.

7. Siltation Control Facilities (October 1st to May 31st).

a. After excavation of desilting basins but prior to fill placement. Pre-fabricated drainage devices are to be available on site for inspection;

b. After fill placement of desiltation basins but prior to placement of concrete or other non-erosive materials (if applicable);

c. After completion of an erosion control system in accordance with an approved erosion control plan and the requirement of the City Engineer.

B. Notification of Non-Compliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not begin completed in accordance with the approved plans, specifications,

recommendations or requirements of this chapter, the discrepancies shall immediately be reported in writing to the grading contractor, the owner and the City Engineer. Recommendations for corrective measures shall be submitted to the City Engineer for approval and shall be incorporated on to the approved plans upon approval by the City Engineer.

C. Special Inspections. The City Engineer may establish special inspection requirements in accordance with the 2010 edition of the California Building Code, amended, for special cases involving grading or paving related operations. Special cases may apply to work where, in the opinion of the City Engineer, it is necessary to supplement the resources or expertise available for inspection.

D. General. It shall be the responsibility of the civil engineer that prepared the grading plans to incorporate the applicable recommendations for the soil engineering and engineering geology reports into the grading plan. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements, and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor, and the City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, unless waived by the City Engineer, and upon completion of the work, the submission of as-built grading plans incorporating all changes and/or additional made during construction.

Soil engineering and engineering geology reports shall be required as specified in Section 8.21.190(A). During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted for distribution as required.

The soil engineer's area of responsibility shall include, but not limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finished slopes, design of buttress fills where required, and incorporating data supplied by the engineering geologist.

The engineering geologist's area of responsibility shall include, but not limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the needs for subdrains or other ground water drainage devices. The engineering geologist shall report all findings to the soil engineer for engineering analysis.

The City Engineer shall inspect the project at various stages of work requiring approval, and at any more frequent intervals necessary to determine that adequate inspection and testing are being completed by the professional consultants and to insure conformance with the approved plans and specifications.

When preliminary soil engineering reports are not required by the City Engineer, inspection and testing may be required by an approved testing agency. The testing agency's responsibility shall include, but not limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

E. Transfer of Responsibility for Approval. If the civil engineer, the soil engineer, the engineering geologist, the testing agency or the grading contractor of record are changed during the course of the work, the work may be stopped until:

1. The owner submits a letter of notification to the City Engineer verifying the change of the responsible professional; and

2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that he concurs with the findings, conclusions, and recommendations, and is satisfied with the work performed. He must also state that he assumes all responsibility within his purview as of the specified date.

All exceptions to the noted requirements must be justified to the satisfaction of the City Engineer.

Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer and/or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility without the requirement for written notification to the City Engineer.

F. Other Inspections by the City Engineer.

1. Prior to the approval of any building or grading plans and specifications, the City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.

2. The permittee or agent for the permittee shall notify the City Engineer when the grading operations specified are ready for inspection.

3. If the inspector finds the soil or other conditions not as shown on the approved plans or stated in the geotechnical reports or as noted within any additional information which was required for issuance of the grading permit, he may issue a stop work order until approval is obtained for a revised grading plan or modification to any applicable reports which will conform to the actual site conditions.

4. The provisions of Section 115, Stop Orders, of the 2010California Building Code (CBC) shall apply to all grading work, whenever the City Engineer

determines that any work does not comply with the terms of the permit, or this chapter, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any person(s) engaged in doing or causing of such work to be done, and any such person(s) shall immediately stop such work until authorized by the City Engineer to proceed with the work.

5. Prior to issuance of building permits for a graded site, the rough grading shall be completed in accordance with the approved plans and specification, and this chapter, and to the satisfaction of the civil engineer, or architect, engineering geologist, soil engineer, and City Engineer.

6. Whenever any work on which inspection are required, is covered or concealed by additional work without first being inspected, the City Engineer may require, by written notice, that such work be exposed for examination. Any cost for exposing and recovering such noninspected work shall not entail or be subject to expense by the City.

8.21.190 Completion of work.

A. Final Reports. Upon completion of the rough grading work and at the final completion of the work under a grading permit, but prior to the release of grading security or issuance of a certificate of occupancy, the City Engineer will require:

1. An as-built grading plan prepared by the civil engineer which shall include original ground surface elevations, as-graded ground surface elevations, slope inclinations, elevations and locations of all surface and sub-surface drainage facilities location with scaled sections of all buttress/stabilization fill, and location and depth of all areas of unsuitable soil.

2. A written approval by the civil engineer approving the grading as being in conformance with the approved grading plan and which specifically approves the following items as appropriate to the project or stage of grading:

a. Construction of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

b. Staking of property corners for proper building locations (rough grading);

c. Setting of all monuments in accordance with the recorded tract map (rough or final grading);

d. Locations of permanent walls or structures on property corners or property lines where monumentation is not required (final grading);

e. Location and inclination of all manufactured slopes (rough and final grading);

f. Construction of earthen berms and positive building pad drainage (rough and final grading).

3. A soil engineering report (compaction report) prepared by the soil engineer, including type of field testing performed, stability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Each field density test shall be identified, located on a plan or map, the elevation of the test and finish grade elevation shown, and the method of obtaining the in-place density described; either ASTM 1556-78 or the approved equal shall be so noted. The soil engineer shall provide written approval as to the adequacy of the site for the intended use, as effected by soil engineering factors and a statement of compliance to finish grade.

4. A geologic report prepared by the engineering geologist, including a final description of the geology of the site including any new information disclosed during the grading, and the effect of the same on recommendations incorporated in the approved grading plan. He shall provide written approval as to the adequacy of the site for the intended use as effected by geologic factors, a statement of compliance to finish grade, and when required by the City Engineer, shall submit an as-built geologic map.

5. A statement of compliance prepared by the grading contractor that the work was completed in accordance with the approved plans may be required by the City Engineer in certain cases.

B. Notification of Completion. The permittee or agent for the permittee shall notify the City Engineer when the grading operation is ready for inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion control measures, have been completed in accordance with the approved grading plan and the required reports and statements of compliance have been submitted and approved

8.21.200 Penalty for violation.

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof in

a court of law, shall be punishable by fine of not more than five hundred dollars ($500.00) or imprisonment for not more than six months, or by both. Each such person, firm or corporation shall be deemed guilty of a separate offence for every day during any portion of which any violations of any provisions of the chapter, including any physical condition created in violation of this chapter, is permitted, continued, or committed by such person, firm or corporation, and shall be punishable therefor as provided for in this chapter. Any lot, street, alley, road, driveway which is constructed contrary to the provisions of this chapter shall constitute a public nuisance.

SECTION 3 SEVERABILITY:

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 4 EFFECT OF REENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 2011.

_____
Mayor

Ordinance No. XXX
Date Adopted:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. XXX
Date Adopted:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: Second Amendment of Independent Contractor Agreement for Plan Check Services – Melad & Associates

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

BACKGROUND

The City executed a contract for service in July 2007 with Melad & Associates for Plan Check to be provided for the Building & Safety Division. The term of the contract was for three years, with provisions for two one-year extensions. The initial contract was effective July 2007 through June 30, 2010. The executed contract allows for the extension of the contract twice for one year each beyond the initial three year

contracting period. This would be the second extension to the contract for a one year period to end concurrent with the fiscal year ending June 30, 2012.

DISCUSSION

Melad & Associates provides as needed plan check service to the Building & Safety Division. All costs are fully recovered from fees paid by applicants. The extension of the contract at the reduced rate will help to control costs experienced by the Division for the provision of these services.

ALTERNATIVES

1. Approve the Second Amendment of Independent Contractor Agreement

2. Elect not to approve the Second Amendment Independent Contractor Agreement which would leave the Division without a vendor for Plan Check Services and the need to undertake another process to procure services.

FISCAL IMPACT

The approved budget for Fiscal Year 2011/12 includes $40,000 for contract services. All services provided under this agreement are fully recovered from applicants.

CEDD – Building Division: Other Contractual Svcs: 011.45410.6291.293 - $40,000

CITY COUNCIL GOALS

The Building & Safety Division is integral to the City Councils' Public Safety Goal as described "Public Safety - Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley."

SUMMARY

The City has utilized outside vendors for Plan Check and Inspection Independent Contractor Services to effectively meet the variable work load currently experienced. By continuing the agreement for as needed services, the Division is better able to control costs and provide prompt professional service to customers.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Attachment A Second Amendment of Independent Contractor Agreement

Prepared By:
Anne Schneider, PE
Building & Safety Division Manager/Building Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Melad and Associates, hereinafter referred to as the "Contractor".

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT; herein referred to as "Agreement" dated July 1, 2007;

Whereas, on October 28, 2010, the Mayor signed to execute an Amendment and Restatement of the Agreement extending the term to June 30, 2011;

Whereas, the Contractor is providing services as more specifically described in Agreement.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Page 2, Item C.: The Agreement term is hereby amended as a One (1) Year Extension of Agreement from July 1, 2011 through June 30, 2012.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF MORENO VALLEY

By: _____
Richard A. Stewart
Title Mayor

Date: _____

CONTRACTOR
Melad and Associates

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Barry Foster
Community & Economic
Development Director

Date: _____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: Third Amendment of Independent Contractor Agreement for Plan Check Services - Willdan

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

BACKGROUND

The City executed a contract for service in July 2007 with Willdan for Plan Check to be provided for the Building & Safety Division. The term of the contract was for three years, with provisions for two one-year extensions. The initial contract was effective July 2007 through June 30, 2010. The executed contract allows for the extension of the contract twice for one year each beyond the initial three year contracting period. This

would be the second extension to the contract for a one year period to end concurrent with the fiscal year ending June 30, 2012.

DISCUSSION

Willdan provides as needed plan check service to the Building & Safety Division. All costs are fully recovered from fees paid by applicants. The extension of the contract at the reduced rate will help to control costs experienced by the Division for the provision of these services.

ALTERNATIVES

1. Approve the Third Amendment of Independent Contractor Agreement.

2. Elect not to approve the Third Amendment of Independent Contractor Agreement which would leave the Division without a vendor for Plan Check Services and the need to undertake another process to procure services.

FISCAL IMPACT

The approved budget for Fiscal Year 2011/12 includes $120,000 for contract services. All services provided under this agreement are fully recovered from applicants.

CEDD – Building Division: Other Contractual Svcs: 011.45410.6291.293 - $120,000

CITY COUNCIL GOALS

The Building & Safety Division is integral to the City Councils' Public Safety Goal as described "Public Safety - Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley."

SUMMARY

The City has utilized outside vendors for Plan Check and Inspection Independent Contractor Services to effectively meet the variable work load currently experienced. By continuing the agreement for as needed services, the Division is better able to control costs and provide prompt professional service to customers.

NOTIFICATION

Not Applicable

ATTACHMENTS/EXHIBITS

Attachment A Third Amendment of Independent Contractor Agreement

Prepared By:
Anne Schneider, PE
Building & Safety Division Manager/Building Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Willdan, hereinafter referred to as the "Contractor".

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT; herein referred to as "Agreement" dated July 1, 2007;

Whereas, on August 31, 2010, the Mayor signed to execute Second Amendment and Reinstatement of the Agreement extending the term to June 30, 2011;

Whereas, the Contractor is providing services as more specifically described in Agreement.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Page 2, Item C.: The Agreement term is hereby amended as a One (1) Year Extension of Agreement from July 1, 2011 through June 30, 2012.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF MORENO VALLEY

By: _____
Richard A. Stewart
Title Mayor

Date: _____

CONTRACTOR
Willdan

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Barry Foster
Community & Economic
Development Director

Date: _____

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANNAGER TO ISSUE ANNUAL PURCHASE ORDERS.

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

BACKGROUND

The Code and Neighborhood Services Division administers the City's Parking Enforcement Program. Since 2001, the City has utilized private vendors/contractors for parking ticket processing, ticket printing and miscellaneous services related to the

Parking Control Program. The current Agreement with DataTicket, Incorporated expires June 30, 2011. As part of the City's efforts to reduce expenditures, DataTicket, Inc. has agreed to reduce their monthly invoice charges by 10%. As a result, it is recommended that the City award a new three year Agreement for these services at the reduced rate. Funding for Parking Control Program Services is provided in the Fiscal Year 2011-12 Adopted Budget.

DISCUSSION

Data Ticket, Inc. provides parking citation processing services to cities and other public agencies that require nationwide DMV access for registered owner information, delinquent collections, adjudication scheduling and services, electronic ticket writers and Franchise Tax Board collections for parking citations (see Attachment A for a full range of services provided).

The services provided by Data Ticket are budgeted annually as general fund expenditures. Annual revenues generated by the City's parking program far exceed expenditures necessary to implement those programs. The following tables illustrate the amount paid by the City to the processing firm for services rendered in each of the last five years, as well as the revenues received by the City for parking citations.

PARKING ENFORCEMENT PROGRAM

	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11
Expenditures	$111,528	$108,502	$216,904	$166,914	$127,603	$157,000 est
Revenues	$755,556	$977,533	$1,300,405	$1,094,064	$1,010,488	$1,100,000 est

ALTERNATIVES

1. Approve the three (3) year Agreement with DataTicket, Inc. for Parking Control Program Services including;

   Authorize the City Manager to approve the annual purchase orders through the term of the three (3) year Agreement at the budget amount approved by the City Council;

   Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue annual purchase orders to DataTicket, Inc. to cover the miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the three (3) year Agreement.

2. Elect to not award the Agreement and purchase order to DataTicket, Inc. and provide staff with further direction.

FISCAL IMPACT

Approval of staff recommendations will obligate the City to a Fiscal Year 2011/2012 expenditure of $165,000.

- $165,000 in the Parking Control Services Fund (account 010.45310.6257)
- $13,200 in the Printing Supplies Fund (account 010.45310.6313).

These funds have been included in the Adopted Budget for Fiscal Year 2011/2012.

CITY COUNCIL GOALS

The Parking Control Program addresses the City Council goals of "Revenue Diversification and Preservation, Community Image, Neighborhood Pride and Cleanliness."

SUMMARY

The City has utilized outside vendors for parking ticket processing since 2001. During this time, the City has been under contract with vendors to provide the aforementioned services under an annual purchasing agreement.

Staff recommends that the City Council approve the three year Agreement with DataTicket, Inc.; authorize the City Manager to approve the annual purchase orders; and authorize the Purchasing & Facilities Division Manager to issue a purchase order to DataTicket Inc. in the amount of $165,000 to cover estimated costs during Fiscal Year 2010/2011.

ATTACHMENTS

Attachment A - Agreement with DataTicket, Inc. for parking services

Prepared By:
Al Brady
Code and Neighborhood Services Official

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and DATATICKET, INC., hereinafter referred to as the "Contractor".

WITNESSETH AS FOLLOWS:

1. RECITALS:

A) The City requires Contractor to provide parking control program services; including but not limited to processing of parking tickets, penalties, collections, and appeals; and

B) The City does not have available employees to perform such services; and

C) The Contractor is ready, willing, and able to supply such services; and

C) The Contractor has personnel with sufficient training and expertise to provide such services; now, therefore,

E) The prior Agreement dated September 11, 2006 and all amendments thereto, is terminated and superseded by this Agreement, effective July 1, 2011.

The parties agree as follows:

2. SCOPE OF SERVICES TO BE RENDERED: Under the direction of the City Manager, or other designee, the Contractor shall provide said services as more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.

3. TERMS OF AGREEMENT:

A) Contract Term: The term of this Agreement shall be three (3) years from July 1, 2011, with a termination date of June 30, 2014.

B) Amendment: City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Contractor.

C) Termination or Cancellation: Upon a material breach or upon sixty (60) days written notice to the Contractor, the City may cancel or terminate this

Agreement. The Contractor shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the City.

Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the City terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

D) Exclusivity: City agrees to utilize only the services of the Contractor during the term of the Agreement for the processing of the citations referred to above. City agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the Contractor for the performance of the services provided by the Contractor under this Agreement.

4. GENERAL PROVISIONS:

A) Compensation: For services rendered pursuant to this Agreement, the Contractor shall be compensated according to the fee schedule in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor agrees to a 10% reduction on the overall monthly billing during the term of this Agreement unless otherwise negotiated. This reduction to be reflected on monthly invoice.

B) Prevailing Wages: Contractor shall pay prevailing wages as required by the labor laws of the State of California and applicable Federal laws.

C) Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

D) Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

E) Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying

prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

F) Legal Considerations. The Contractor shall comply with applicable Federal, State, and local laws in the performance of this Agreement.

G) City Cooperation: In the event any claim or action is brought against Contractor relating to Contractor's performance or services rendered under this Agreement, Contractor shall notify the City, in writing, within ten (10) days, of said claim or action.

H) Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

I) City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City and it's officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

J) Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

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

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

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

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

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

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

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and

coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

K) Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

L) Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

M) Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for five (5) years following completion of the services under the Agreement.

N) Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of Federal, State, or local law.

O) Conflict of Interest. During the term of this Agreement, the Contractor shall not engage in any business or transaction or maintain a financial interest which

conflicts, or reasonably might be expected to conflict, with the proper discharge of the Contractor's duties under this Agreement.

P) Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

Q) Licenses. The Contractor is required to have in full force and effect all business and/or contractor's licenses and permits required by applicable laws to perform general nuisance abatement services within the City. A State contractor's license, if applicable, shall be current and without any record of disciplinary actions.

5. NOTICES: All notices and communications under this Agreement shall be made to the following:

Revenue Experts, Inc.
4600 Campus Drive, Suite 203
Newport Beach, CA 92660
Attention: A. William Flemming

City of Moreno Valley
Code & Neighborhood Services Division
Attention: Code & Neighborhood Services Official
P.O. Box 88005
Moreno Valley, CA 92552-0805

6. AUTHORITY TO EXECUTE

A) Contractor acknowledges that the person executing this agreement has been duly authorized by Contractor to do so on behalf of Contractor.

SIGNATURE PAGE TO FOLLOW

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

CITY OF MORENO VALLEY

By: _____
Richard A. Stewart
Title Mayor

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Robert L. Hansen
City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Barry Foster
Community & Economic
Development Director

Date: _____

Attachments: Exhibit "A" Scope of Services to be Rendered
Exhibit "B" Fee Schedule

AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

EXHIBIT A

Scope of Services to be Rendered: Contractor shall furnish personnel, materials and supplies in connection with processing of citations for illegal parking pursuant to the laws of the State of California.

1. CITATION PROCESSING

A) Referral and Reconciliation: Contractor shall receive and process citations from City. Contractor will provide a reconciliation of the number of citations received from Contractor.

B) Determination of Processable Citations: Contractor shall screen the parking citations referred to it by City to determine if the citation is processable. If the citation is determined by Contractor to be unprocessable (e.g., essential processing information is missing), Contractor shall return the citation to city for clarification. Contractor will be paid the contractual rate hereinafter provided, for citations properly returned to City as unprocessable.

C) Collection and Deposit of Funds: A direct deposit system shall be employed for all funds received in payment of citations. The City shall have the choice of owning a bank account with the Contractor or directing the Contractor to deposit directly into a City account. In either case, deposits shall be made directly into the account by the Contractor for the collecting City, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the Contractor. Credit card payments will be directly deposited into an account held by Contractor. Credit card payments are reconciled and remitted on a monthly basis to the city, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

D) Payment: If the Contractor deposits into a City account, the Contractor will invoice the City for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 15% (or lower if nay statutes, rules or regulations prohibit this rate). If the Contractor deposits into an account held jointly between City and the Contractor, the Contactor shall reconcile the account the month following the banking activity, disperse all revenue due to the City, the Contractor, any tax liability and all refunds and send all supporting documentation to the City for its records.

E) Identification of Registered Vehicle Owners: Contractor shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued. Contractor shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code nation-wide, when identifying registered vehicle owners.

F) Verification of Ownership: Contractor shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

G) Delinquency Notices: In accordance with State law, Contractor will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to, the following:

a) The parking citation issuance date and number
b) The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest;
c) The amount of fines and fees due and payable;
d) Affidavit of Non-Ownership

H) Registration Holds: The Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by State and Local law.

I) Removal of Registration Holds: Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of Contractor.

J) Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, Contractor will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the State of citation issue. All contested citations will be forwarded to the appeals

administration or City within the prescribed time period so that the matter can be adjudicated.

K) Appeals: If requested by City, the Contractor will schedule and conduct appeals in accordance with State law, to respond to parking violators wishing to contest their citation and offers the option to perform and administer those reviews and hearings. The Contractor will provide a toll-free number of contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to court as required. The Contractor shall not be responsible for the City's failure to provide correct or timely infraction information. The City shall be responsible to refund all court filing fees due, if appeals are sent to court and earlier decisions are overturned by the court.

L) Citations Disposed of by Hearing/Court: The Contractor may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. Contractor shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. Contractor will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/court action. Parking citations that are dismissed as a result of hearing/court action will have the dismissal processed by the Contractor promptly after receipt from the hearing/court.

M) Suspension of Processing: Contractor will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the City. Contractor will promptly return any citation or facsimile properly requested by the City. Contractor will maintain records indicating any suspension of citation as a result of City's request. Contractor shall be paid the contractual rate hereinafter provided for processing the citations suspended by the City.

N) Payments by U.S. Mail: The postmark date will be the criteria to establish any delinquent fees due.

O) Parking Citation System Master File Update: Contractor will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations dismissals and any other pertinent data.

2. PAYMENT PROCESSING

A) Disposition Processing: Contractor will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

B) Payments Processing: Contractor shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

a) "Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

b) "Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

c) "Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

C) Miscellaneous Letters Processing: Contractor will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by Contractor for proper follow-up either by City or by Contractor.

D) Batching Procedures: Contractor shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.

E) Cash Payments: Contractor shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principals.

F) Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate allowing one (1)

copy for the bank and one (1) copy for the Contractor. If the bank account is held jointly, the Contractor shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for City review. If only the City's designated bank account is sued, Contractor will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and City will be responsible for reconcile their bank account and cut all checks including any refund checks. If the City holds the account individually, it will supply deposit slips and endorsement stamp to Contractor.

G) Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the City's responsible for any taxes on collected funds.

3. WEBSITE

A) Citation Management Website: The Contractor offers a website for City review of its database, including all citations and information relating to changes in status.

B) Citizen Website Access: When the City has website access, the citizens who receive citations will be able to access the website to review their individual citations, pay on-line and appeal on-line.

C) Website Interaction: The website may be "view only" or "interactive," for the City depending on requirements of the City.

D) Website Reports: Website reports are available to the City on a daily 24/7 schedule.

E) Website Cost: Two (2) user ID's and passwords will be assigned to the City at no cost. Additional user ID's and passwords may be assigned in groups of six (6).

4. GENERAL

A) Public Inquiries: The Contractor will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the City for determination, unless the Contractor has been designated to handle appeals.

B) Contractor Limitations: Contractor will not take legal action or threaten legal action in any specific case without City's prior approval.

C) Use of Approved Forms: City shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the Contractor. These must conform to State and Local law.

D) Books and Records: Contractor will maintain adequate books or records for parking citations issued within the City's jurisdiction and referred to Contractor for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by City at the Contractor's location at reasonable times upon adequate prior notice to Contractor.

E) Ownership: All reports, information and data, including but not limited to computer tapes, discs, or files furnished or prepared by the Contractor or it's subcontractors, (collectively the "Materials"), are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media contain same, and written procedures performed hereunder (collectedly the "System") are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Systems.

F) Property of City: All documents, records, discs, files and tapes supplied by City to Contractor in performance of this contact are agreed to be and shall remain the sole property of City. Contractor agrees to returns same promptly to City no later than sixty (60) days following notice to the Contractor. The City shall make arrangements with Contractor for the transmission of such data to the City upon payment to Contractor of any open invoices and the cost of copy and delivery of such information from Contractor's computer facilities to City's designated point of delivery.

G) Confidentiality: In order to enable Contractor to carry out its work hereunder, to some extent it will have to impart to the City's employees information contained in the Materials and Systems (collectively he "Confidential data"). City acknowledges that information contained in the data expressly designated by Contractor as "Confidential" or "Proprietary" will not be disclosed by City except as may be required by law. Contactor acknowledges that City is a public agency subject to the California Public Records Act. City agrees that, prior to disclosure of any documents containing such specifically designated information by Contactor pursuant to a Public Records Act disclosure request, it will notify Contractor of such request and give Contractor an opportunity to take whatever actions Contractor deems necessary before disclosing such documents in compliance with the provisions of the Public Records Act. In any event, City shall bear no liability to Contractor for the disclosure of such documents.

H) Consent for Disclosure: No report, information, data, files or tapes furnished or prepared by Contractor or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of City other than individuals or organization who are reasonable necessary to properly effectuate the terms and conditions of this Agreement. This non-disclosure obligation shall survive the termination of this Agreement.

I) Contractor Files: Contractor shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

J) Storage for City:

a) Contractor agrees to store original citations for the current year plus two (2) years, at which time they will be returned to City or shredded. Contractor will have such information available on system, CD or diskette for City's review for a reasonable time period to permit City retrieval of such information. City relieves Contractor of all liability costs associated with data released by City to any other person or entity using such data.

b) Subsequent to the termination of the Agreement, Contractor will return all hard copies to the City or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the City.

5. ADDITIONAL SERVICES

A) Other Collections: Contractor shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

a) Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles (DMV) has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.

b) Citations with out-of-state license plates for which the normal daily processing cycle is complete.

c) Any other problem or special citations that City so designates and refers to Contractor under this Agreement.

B) Postal Rate Increase: The Contractor will maintain auditable records to document the Contractor's actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect. City shall be notified in writing of any increases by submitting a revised "Exhibit B" Fee Schedule. City will prepare Amendment to Contract to document such increases.

C) Cost: See Exhibit B for all fees.

6. REPORTS

A) Periodic Reports: Contractor will submit reports to City each month. The reports will provide activities relating to performance under this "Scope of Services to be Rendered." Among the reports, which Contractor will generate, are the following:

a) Report of revenue collected for period.

b) Report for parking citations issued for period.

c) A balanced summary report for issuing City providing the status of all parking citations at the beginning of the period, current period, and at the end of the period.

d) A report for issuing City identifying registered vehicle owners multiple outstanding parking citations.

e) A report for issuing City identifying the parking citations issued, location, violation by each officer.

B) Annual Reports: Annually, Contractor shall comply with existing State laws, (in California, CVC 40200.3(b).

7. DEBT COLLECTION SERVICES

A) Contractor is authorized to act as an agent for the City to collect delinquent revenue from parking citations and other items as specified by City for same period as specified in this Agreement.

B) City will provide a mutually suitable arrangement for the collection of funds, and express authorization to do business on City's behalf.

C) All forms, notices, postage and maintenance of files on collected information shall be provided by Contractor and available to City to update its files. Contractor shall provide City with management reports and use its best efforts to obtain maximum results.

D) Fees for revenue collected by the collection agency shall be: 30% if no legal action is required; and 40% if legal action is required. Payment shall be made within 30-days of the receipt of invoice.

E) Contractor shall not be responsible for the City's failure to provide correct or timely administrative citation information.

F) The operations of the Contractor shall not be disclosed by the City except as required by law, unless written agreement is given by Contractor.

AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

EXHIBIT B

Fee Schedule

Contractor agrees to a 10% reduction on the overall monthly billing during the term of this Agreement unless otherwise negotiated. This reduction to be reflected on monthly invoice.

Description	Proposed Fee
Fee for processing and updating (electronically and manually)	**$0.76 per cite**
Fee for collecting payments	**$0.28 per payment**
Fee for collecting each out-of-state citation	**30% of collected revenue**
Fee for sending each delinquent notice	**$0.69 per notice (subject to postage increases)**

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

- Data entry of handwritten citations and entry of electronically transferred citations
- Collecting and processing all payments
- Processing all status changes to citation database
- Two user passwords for Client Access to Web Site
- Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time. Additional user passwords can be issued for a small additional fee.
- Credit card payments accepted via phone or paper
- Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
- Allows citizens 24/7 ability to access, view and pay their citations
- On-Line connection to California DMV for daily registered owner information files
- On-Line connection to California DMV for daily hold and release files
- Interface with DMV's nationwide for registered owner information
- Interface with third party vendor for nationwide registered owner information
- All forms and tracking
- Correspondence tracking and response
- Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
- Bi-lingual 800 line customer service answered by customer service representative
- Daily bank deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

Description	Proposed Fee
Additional Correspondence	**$1.55 per letter (subject to postage increases)**
Fee for Delinquent Collection Notices: (Old citations, those which have gone through the normal collection cycle including DMV hold, or are 3-months or older and remain uncollected)	**32% of collected revenue**
Six Additional User Passwords: Real time viewing and reporting on Client Database Viewing and printing of citation reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	**$50.00 per month**
NSF Checks: Processed, payments reversed, penalties added and letter sent	**$5.00 per NSF**
Scheduling: Review, hearing and court appearances	**$0.75 per appeal**
Hearings: Hearing Appointments (Minimum 4-hours per visit. Visits are scheduled in accordance with City requirements, but no less than every 90-days according to California law.	**$75.00 per hour**
FTB Tax Lien Participation:	
• Matching social security number to debts (Contractor to maintain database to limit number of searches for same social security number)	**$5.00 per SS request**
• Collections, file adjustment and reconciliation reports	**15% of collections**
Parking Ticket Contest Review	**$.75 each cite**
Convenience Fee to Violator: for Company Credit Card usage (Web-site, phone and paper credit card payments	**$3.00 per use**

Cost to Purchase Hand Held Ticket Writers:
If City is interested in handheld ticket writers, cost and description will be furnished. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a

business park development consisting of four buildings, internal circulation, parking and various site amenities.

On April 13, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the rough grading improvements. The Conditions of Approval for this project required that the developer provide surety for rough grading. The limits of the rough grading included the entire site limits from State Route 60 to Eucalyptus, and Redlands Boulevard to Theodore Street, and included the rough cut section for Eucalyptus Avenue.

On June 8, 2011 the Rough Grading improvements received an 80% reduction. The amount reduced was Four Hundred Thirty Thousand Eight Hundred dollars ($430,800).

DISCUSSION

Upon completion of the Security Exoneration Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. If the public improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and to exonerate the remaining Faithful Performance cash security held by First American Title Insurance Company. Since one partial reduction was provided earlier, the amount remaining to reach the exoneration is One Hundred Seven Thousand Seven Hundred Dollars ($107,700).

ALTERNATIVES

Not applicable.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit “A” – Vicinity Map
Exhibit “B” – Security Exoneration Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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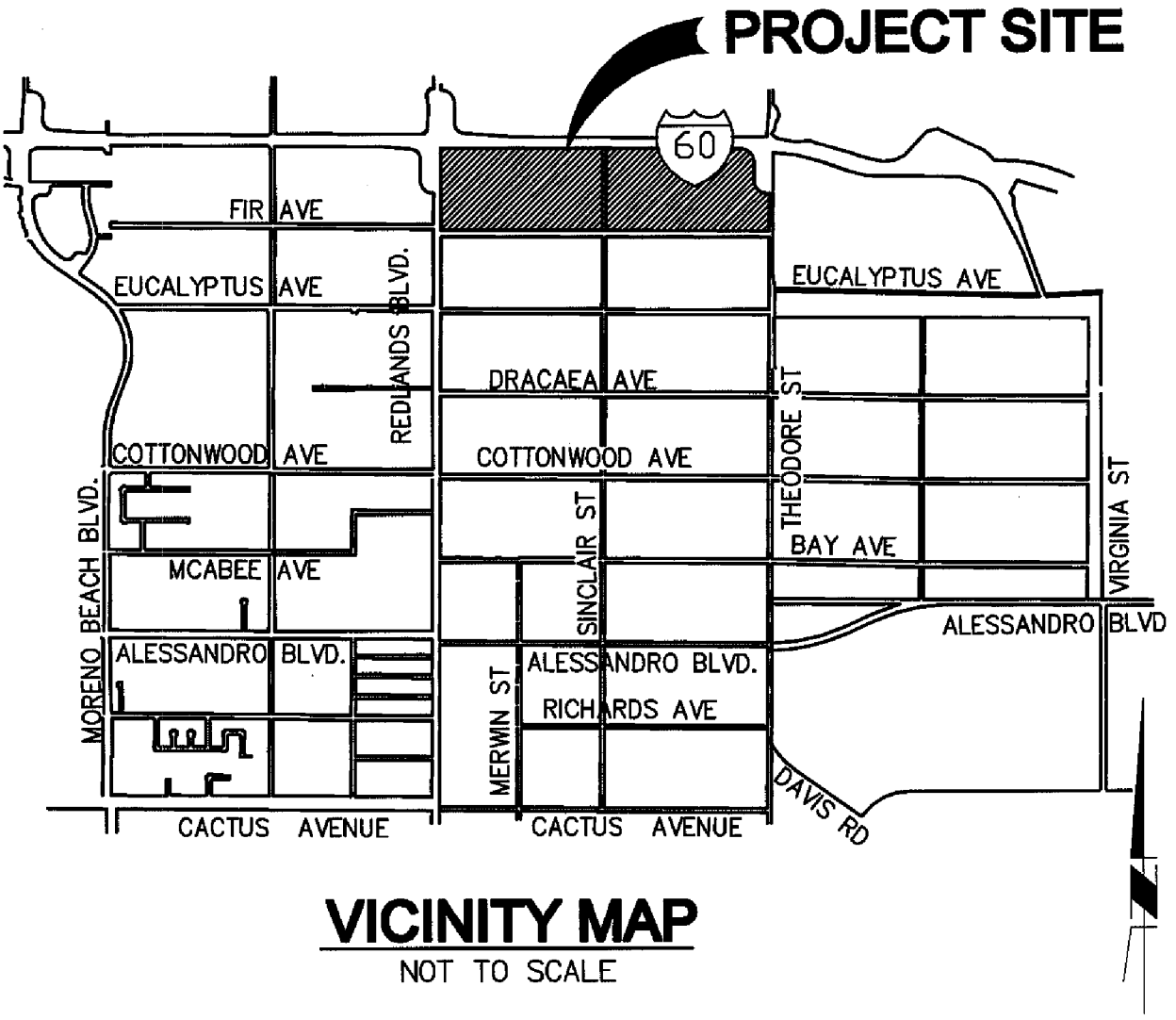

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY EXONERATION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Rough Grading

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [ ] 100% Final Punch List [X]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Parcel 3 used as stockpile site, restore R/G	
3	Parcel 3 Desilting Basin # 1, install loose rock Rip/Rap ,sht.13	
4	Parcel 2 Desilting Basin # 1 complete spillway & Riser, sht 4	
5	Parcel 4 Desilting Basin # 6 construct spillway detail sht 4 sec. G-G & M-M	
6	Complete 15' wide access route to lots G & L, sht 9	
7	Parcel 4 used as stockpile site, restore R/G	
8	Parcel 4 sht 9 v-ditch install loose rock rip-rap at end of v-ditch detail sht 4	
9	Lot L Install emergency concrete overflow sec. F-F detail sht 4, grade swale to match invert of CMP	
10	Parcel 4 construct 1' high berm, const. note #33 detail sht 3	
11	Sht. 7 & 12, construct 1' high berm, const. note #33 detail 3	
12	Receipt of payment for ADP fees	

Exhibit "B"

W:\LandDev\INSPECTION\Project Punch Lists\35629 - 100% Punch list HF Logistics Rough Grading 06-15-11.doc

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Review and approve project recommendations for Cycle 3 of the federal Safe Routes to School (SRTS) grant program.

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

BACKGROUND

Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), authorized the federal SRTS Program in August 2005, after the success of California's Safe Routes to School (SR2S) program which began in 1999. Originally a five year program, extensions through continuing resolution have been enacted by Congress allowing the program to remain funded for the purpose of: 1) enabling and encouraging students in kindergarten through eighth grade (K-8), including students with disabilities, to safely walk and bicycle to school, 2) making walking and bicycling to school a more appealing mode choice, and 3) facilitating the planning, design, and implementation of projects that will improve safety, environment, and overall quality of life. Consistent with other federal-aid programs, the California Department of Transportation (CalTrans) is responsible for developing and implementing the program. The application deadline for Cycle 3 of the federal SRTS program is Friday, July 15, 2011.

DISCUSSION

The total amount of SRTS funds was $42 million at the time of the call for projects and was based upon programming capacity available in the current Federal Transportation Improvement Program (FTIP). Eligible projects include pedestrian facilities, traffic calming, traffic control devices, and bicycle facilities. The program can provide up to $1 million of funding for infrastructure projects. Funds will be apportioned on the basis of student enrollment in each Caltrans District. SRTS projects are 100% reimbursable for all eligible work and a local match is not required.

No more than three project applications can be submitted per agency. Applications are rated on the following factors:

- Demonstrated needs of the applicant;
- Potential of the proposal for reducing child injuries and fatalities;
- Potential of the proposal for encouraging increased walking and bicycling among students;
- Identification of safety hazards and solutions to address the identified hazards;
- Identification of current and potential walking and bicycling routes to school;
- Consultation and support for projects by school-based associations, local traffic engineers, local elected officials, law enforcement agencies, school officials and other relevant community stakeholders;
- Evidence of commitment by teachers, parents, students, school officials, law enforcement officials, public works, officials, public health officials, etc.

In addition to the above factors, staff reviews each location for existing right of way constraints, utility conflicts, connectivity to existing infrastructure, potential construction cost, collision history, and previous requests from staff and the general public. It should be noted that projects that require right of way are discouraged by the Caltrans Local Assistance Guidelines for Federal SRTS (Chapter 24.5) due to complicated federal requirements for right of way acquisitions in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Table A depicts the two proposed improvement projects, ranked in order of priority, identified by staff for Cycle 3 of the federal SRTS program. Staff feels these projects have the best opportunity of being funded based upon the above cited criteria.

Table A

	Location / School	Estimated Project Cost
1	Install gap closure new sidewalk, curb and gutter along the north side of Delphinium Ave, from 590 feet east of Perris Blvd to 650 feet west of Perris Blvd. (Chapparal Hills Elementary / Badger Springs Middle School)	$352,930
2	Install gap closure new sidewalk, curb and gutter along the south side of Sandy Glade Ave, from 650 feet west of Davis St to Davis Street. (Midland Elementary School)	$276,428
	Total estimated cost	$629,358

ALTERNATIVES

1. Approve project recommendations and adopt the proposed resolution authorizing the submittal of applications for Cycle 3 of the federal SRTS grant program. *This alternative supports the grant applications for Cycle* 3 *SRTS funding.*

2. Do not approve project recommendations and the proposed resolution authorizing the submittal of applications for Cycle 3 of the federal SRTS grant program. *This alternative eliminates* a *potential funding source for eligible projects.*

FISCAL IMPACT

The federal SRTS is a reimbursable grant program. SRTS projects are 100% reimbursable for all eligible work and local match is not required. The City must use its own funds first and submit invoices to Caltrans Local Program Accounting (LPA) for payment. If the City is successful in any of the grant applications, Measure "A" (Fund 125) monies will be used for the construction. There is no anticipated fiscal impact to the General Fund.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION: Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

PUBLIC FACILITIES AND CAPITAL PROJECTS: Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

SUMMARY

To enhance the safety of pedestrians and bicyclists, staff recommends that two projects be considered for Cycle 3 of the federal SRTS grant program and the required grant applications be submitted to Caltrans.

NOTIFICATION

Staff has received concurrence from the Moreno Valley Unified School District for the proposed projects. Support letters from the school district, surrounding schools, the TSC and the Police Department will be requested for the application submittals.

ATTACHMENTS

Attachment A - Proposed Resolution
Attachment B - Location Map-Chaparral Hills Elementary School / Badger Springs Middle School
Attachment C - Location Map- Midland Elementary School

Prepared By:
Vincent L. Tran, P.E.
Associate Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL (SRTS) GRANT PROGRAM

WHEREAS, the federal Safe Routes to School (SRTS) program provides for the disbursement of federal transportation funds for the construction of bicycle and pedestrian safety and traffic calming projects; and

WHEREAS, the California Department of Transportation has requested applications from local agencies for Cycle 3 of the federal Safe Routes to School program; and

WHEREAS, the City believes it is in the best interest of the citizens of Moreno Valley to construct bicycle and pedestrian safety and traffic calming projects that are consistent with the City's General Plan; and

WHEREAS, the City desires to submit applications for funding to the California Department of Transportation, District 8, Local Assistance Engineer under the federal Safe Routes to School Program, Cycle 3.

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

The City Council supports the City of Moreno Valley's continued commitment to develop and promote a comprehensive Safe Routes to School program; and adopt the Resolution authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School program.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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Delphinium Ave at Perris Boulevard

INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER

ty of Moreno Valley
177 Frederick Street
oreno Valley, CA 92553

CLAIMER: The information shown on this map was compiled from the Riverside
nty GIS and the City of Moreno Valley GIS. The land base and facility information on this
o is for display purposes only and should not be relied upon without independent verification
o its accuracy. Riverside County and City of Moreno Valley will not be held responsible
any claims, losses, or damages resulting from the use of this map.

N

ATTACHMENT B

0 100 200 400ft

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MORENO VALLEY

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Sandy Glade Ave, west of Davis Street

INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER

ty of Moreno Valley
177 Frederick Street
oreno Valley, CA 92553

CLAIMER: The information shown on this map was compiled from the Riverside unty GIS and the City of Moreno Valley GIS. The land base and facility information on this o is for display purposes only and should not be relied upon without independent verification o its accuracy. Riverside County and City of Moreno Valley will not be held responsible any claims, losses, or damages resulting from the use of this map.

N

ATTACHMENT C

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MORENO VALLEY

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution No. 2011-67 authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities.

On July 13, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Redlands Rough Grading improvements. The Faithful Performance bond amount was for Two Hundred Seventy-Three Thousand dollars ($273,000). The Material and Labor bond amount was for One Hundred Thirty-Six Thousand Five Hundred dollars ($136,500). The rough grading and drainage improvement, related to the Redlands Boulevard sewer main improvements, took place on the eastside of Redlands Boulevard between Dracaea Avenue and Eucalyptus Avenue. The grading consisted of excavating for the installation of the Roadside Drainage Facilities. The construction includes, but is not limited to, the following: approximately 2,600 linear feet of a six (6) feet wide by three (3) feet deep channel, approximately 35 linear feet of a 2-foot by 4-foot reinforced concrete box culvert, approximately 30 linear feet of a 2-foot by 5-foot reinforced concrete box culvert, approximately 140 linear feet of 36 inch reinforced concrete pipe, and appurtenant structures such as headwall, wingwall, drop inlet structure, and manhole.

On May 3, 2011 the Redlands Rough Grading improvements received an 80% reduction. The amount reduced was Two Hundred Eighteen Thousand Four Hundred dollars ($218,400).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. If the public improvements for the Redlands rough grading and drainage improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Since one partial reduction was provided earlier, the amount remaining to reach the exoneration of the Faithful Performance bond is Fifty-Four Thousand Six Hundred Dollars ($54,600).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal

mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Publication of agenda.

EXHIBITS
Exhibit "A" - Vicinity Map
Exhibit "B" – Proposed Resolution
Exhibit "C" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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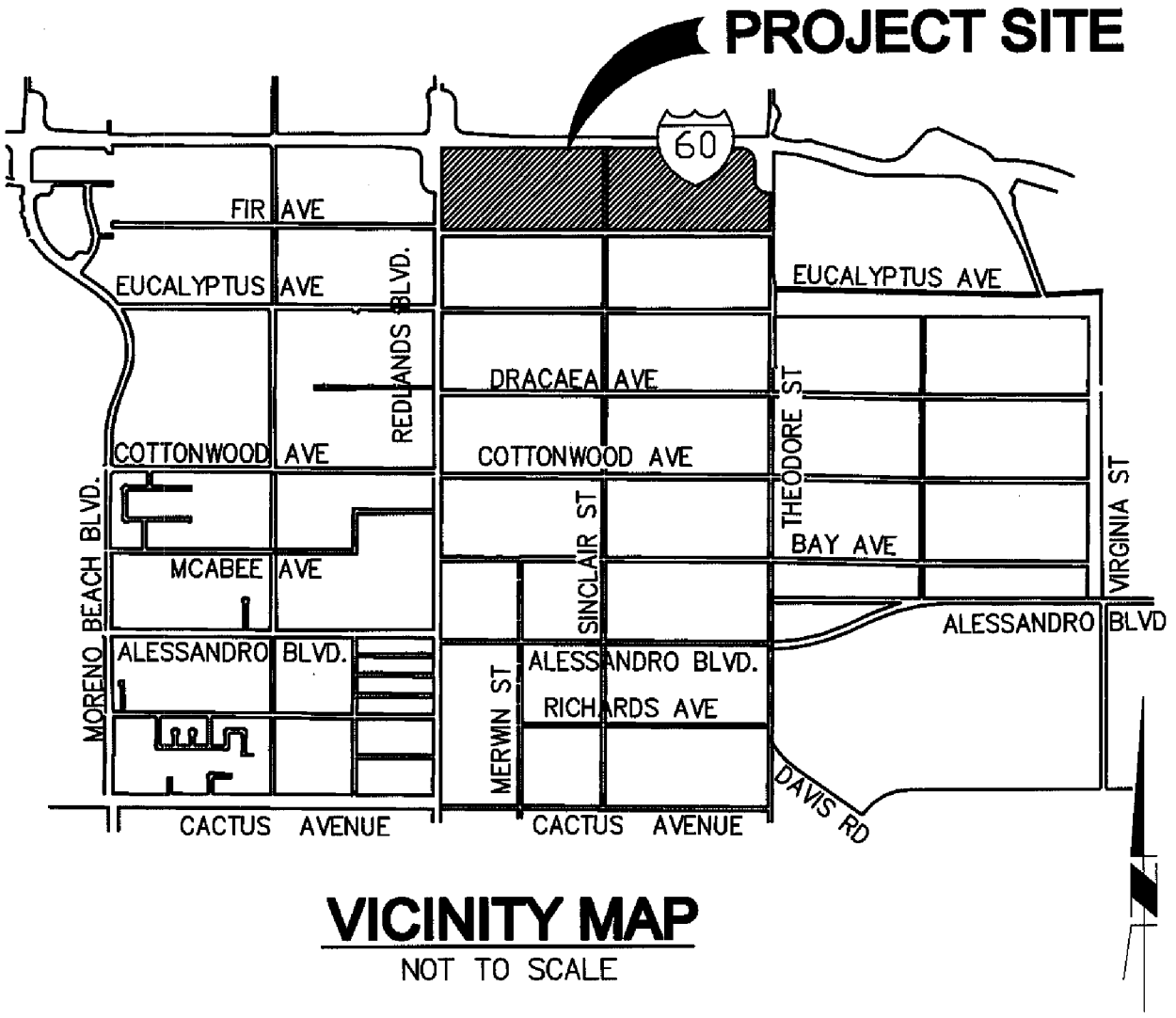

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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RESOLUTION NO. 2011-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT NUMBER PA07-0090 AND ACCEPTING THE REDLANDS DRAINAGE IMPROVEMENTS ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by HF LOGISTICS – SKX T1, LLC on the portion of Redlands Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project number PA07-0090 and accept the Redlands Drainage improvements within the project into the City's maintained system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within project number PA07-0090 are complete, and the Redlands Drainage improvements associated with the project is accepted into the City's maintained system.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor of the City of Moreno Valley

Exhibit "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Redlands Rough Grading

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Steve Schultz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Grade eastside v-ditch to match existing grade (N/O Dracaea) sht 3 section A-A	
3	Complete shoulder grade Westside v-ditch (N/O Dracaea) sht 3 section A-A	
4	Grade sta 182+55 @ 4 x 2 RCB sht 3 sec B-B	
5	Raise S/D manhole to grade, place 1' PCC collar around frame	

Exhibit "C"

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - Redlands Rough Grading 90% Reduc Exhibit C.doc

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER – HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt the proposed Resolution No. 2011-68 accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

BACKGROUND

On August 24, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Eucalyptus Electrical improvements. The Faithful Performance bond amount was for Eight Hundred Forty-Nine Thousand dollars ($849,000). The Material and Labor bond amount was for Four Hundred Twenty-Four Thousand Five Hundred dollars ($424,500).

On March 10, 2011, the Eucalyptus Electrical improvements received a 60% reduction. The amount reduced was Five Hundred Nine Thousand Four Hundred dollars ($509,400).

Project PA07-0090 received on-going inspection for the Electrical Utility Infrastructure of the Eucalyptus Electrical Improvements during the construction process. Upon completion of the improvements, Public Works/Enterprise Services Administration performed an inspection and approved the work. The improvements are now eligible for acceptance into the City's maintained system.

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the utility infrastructure for the Eucalyptus Electrical Improvements. City Staff will verify that the improvements are completed in accordance with the approved plans and the standards of the City of Moreno Valley and Moreno Valley Utility. If the public improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept the electrical utility infrastructure for the Eucalyptus Electrical Improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Two Hundred Fifty-Four Thousand Seven Hundred Dollars ($254,700).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, adopt the proposed resolution authorizing the acceptance of the Electrical Utility Infrastructure for Eucalyptus Electrical Improvements for PA07-0090 as complete and accepting the Electrical Utility Infrastructure into the City's maintained system. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and are being used by the public and therefore should be included in the City's maintained system.*

2. Do not adopt the proposed resolution authorizing the acceptance of the Electrical Utility Infrastructure for Eucalyptus Electrical Improvements for PA07-0090 as complete and accepting the Electrical Utility Infrastructure into the City's maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Use of the improvements by the public, and maintenance of the improvements can result in the improvements being designated as part of the City's maintained system regardless of a lack of action by the governing body. It is more efficient and well defined to take the appropriate action in matters of this nature.*

FISCAL IMPACT

The acceptance of the electrical utility infrastructure improvements into the City's maintained system will create an insignificant additional fiscal impact to the maintenance program of the City under Fund 601-Utility. The fiscal impact will be offset by revenues generated by the utility.

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Proposed Resolution
Exhibit "C" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Concurred By
Jeannette Olko
Electrical Utility Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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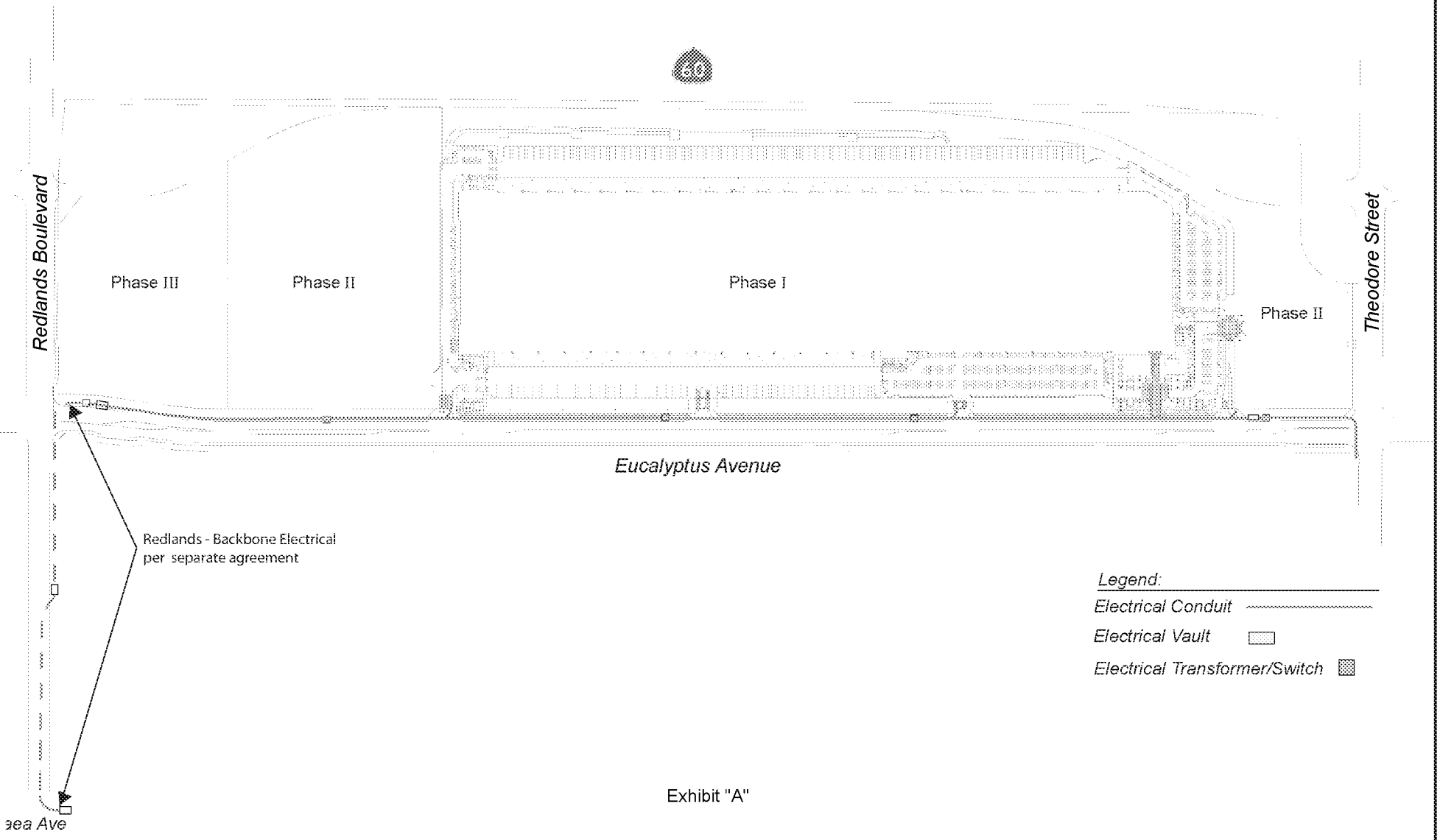

Exhibit "A"

July 19, 2010

Eucalyptus - Backbone Electrical Exhibit

PA07-0090
Vicinity Map

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RESOLUTION NO. 2011-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE FOR THE EUCALYPTUS ELECTRICAL IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA07-0090, AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the utility electrical infrastructure constructed by HF LOGISTICS – SKX T1, LLC was constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that the utility electrical infrastructure was inspected during construction and was completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said utility electrical infrastructure for the Eucalyptus Electrical improvements as complete within project PA07-0090, and accept utility electrical infrastructure into the City's maintained system; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the utility electrical infrastructure for the Eucalyptus Electrical improvements within project PA07-0090 is complete and the utility electrical infrastructure is accepted into the City's maintained system.

APPROVED AND ADOPTED this 28th day of June 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "B"

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Electrical

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Install sign/irrigation pedestals on Eucalyptus	
3	Submit MVU clearance letter	
4	Clearance from Planning and Transportation Divisions	
5	Submit As-builts	

Exhibit "C"

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - Eucalyptus Elec - 90% Bond Reduction - Exhibit C.doc

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt the proposed Resolution No. 2011-69 accepting into the City's maintained street system the Theodore Street public improvements within project PA07-0090 upon acceptance by the City Engineer as complete; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Theodore Street improvements. The Conditions of Approval for this project required that the developer provide surety for street improvements. The security amount for the Theodore Street improvements is Eight Hundred Twenty-One Thousand dollars ($821,000.00). The limits of the Theodore Street improvements are from the State Route 60 Bridge to approximately 700 feet south of Eucalyptus Avenue.

The public improvements included asphalt paving, asphalt concrete berm, street lights, street signs, a guard rail, drainage improvements, utility pole relocation, signing, striping, and a retaining wall. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a punch list was generated. The required corrective actions have been completed and the improvements are now eligible for acceptance into the City's maintained street system.

On May 5, 2011, the Theodore Street improvements received an 80% reduction. The amount reduced was Six Hundred Fifty-Six Thousand Eight Hundred Dollars ($656,800.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

If the public improvements for Theodore Street are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements into the City's maintained street system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Eighty-Two Thousand One Hundred dollars ($82,100.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Theodore Street public improvements within project PA07-0090 as complete and accepting Theodore Street into the City's maintained street system. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the Theodore Street public improvements within project PA07-0090 as complete and accepting Theodore Street into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Proposed Resolution
Exhibit "C" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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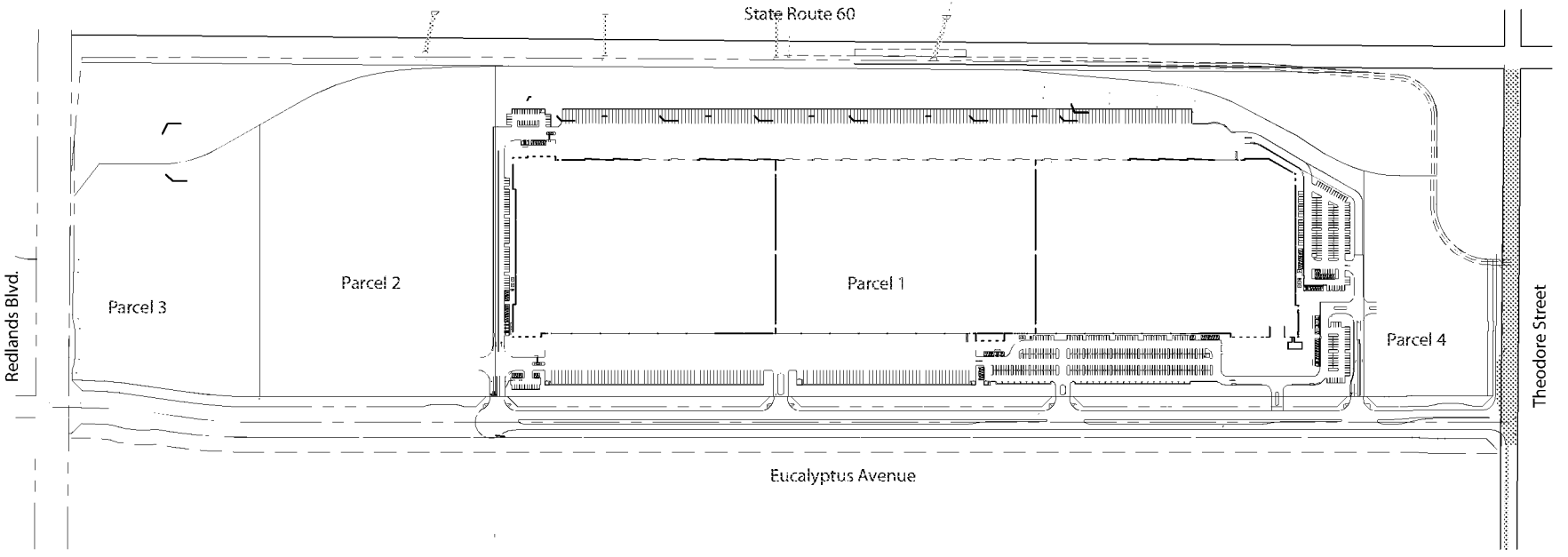

Exhibit "A"

PA07-0090

HFCP-Theodore Phase 1 Street Improvements

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RESOLUTION NO. 2011-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT NUMBER PA07-0090 AND ACCEPTING THE PORTION OF THEODORE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by HF LOGISTICS – SKX T1, LLC on the portion of Theodore Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project number PA07-0090 and accept the portion of Theodore Street associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within project number PA07-0090 are complete, and the portion of Theodore Street associated with the project is accepted into the City's maintained street system.

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor of the City of Moreno Valley

Exhibit "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Theodore Street Improvements

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Complete oversize down drains (5) E&W side construction notes #6 & 9	
3	Complete A/C & A/C berm W/S south of Eucalyptus	
4	Complete drainage swale sta 35+69.65 - 41+73	
5	Submit As-builts	
6	Clearance from Planning Divisions	
7	Clearance from Transportation Division	

Exhibit "C"

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Sinclair Off-Site Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Sinclair Off-Site Water improvements is Seven Hundred Twenty-Five Thousand dollars ($725,000.00). The limits of the Sinclair Off-Site Water improvements are within Sinclair Street beginning at Ironwood Avenue and ending at Eucalyptus Avenue and installing a water main line on Highland Avenue north of Ironwood Boulevard.

The public improvements included approximately 6500 feet of twelve (12) inch water main line, various fittings, adaptors and vac/air release assemblies, and trenching and repair of City maintained streets. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On February 15, 2010, the Sinclair Off-Site Water improvements received an 80% reduction. The amount reduced was Five Hundred Eighty Thousand dollars ($580,000.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Sinclair Off-Site Water improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the

Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Sinclair Off-Site Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seventy-Two Thousand Five Hundred dollars ($72,500.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

2. Do not accept the Sinclair Off-Site Water Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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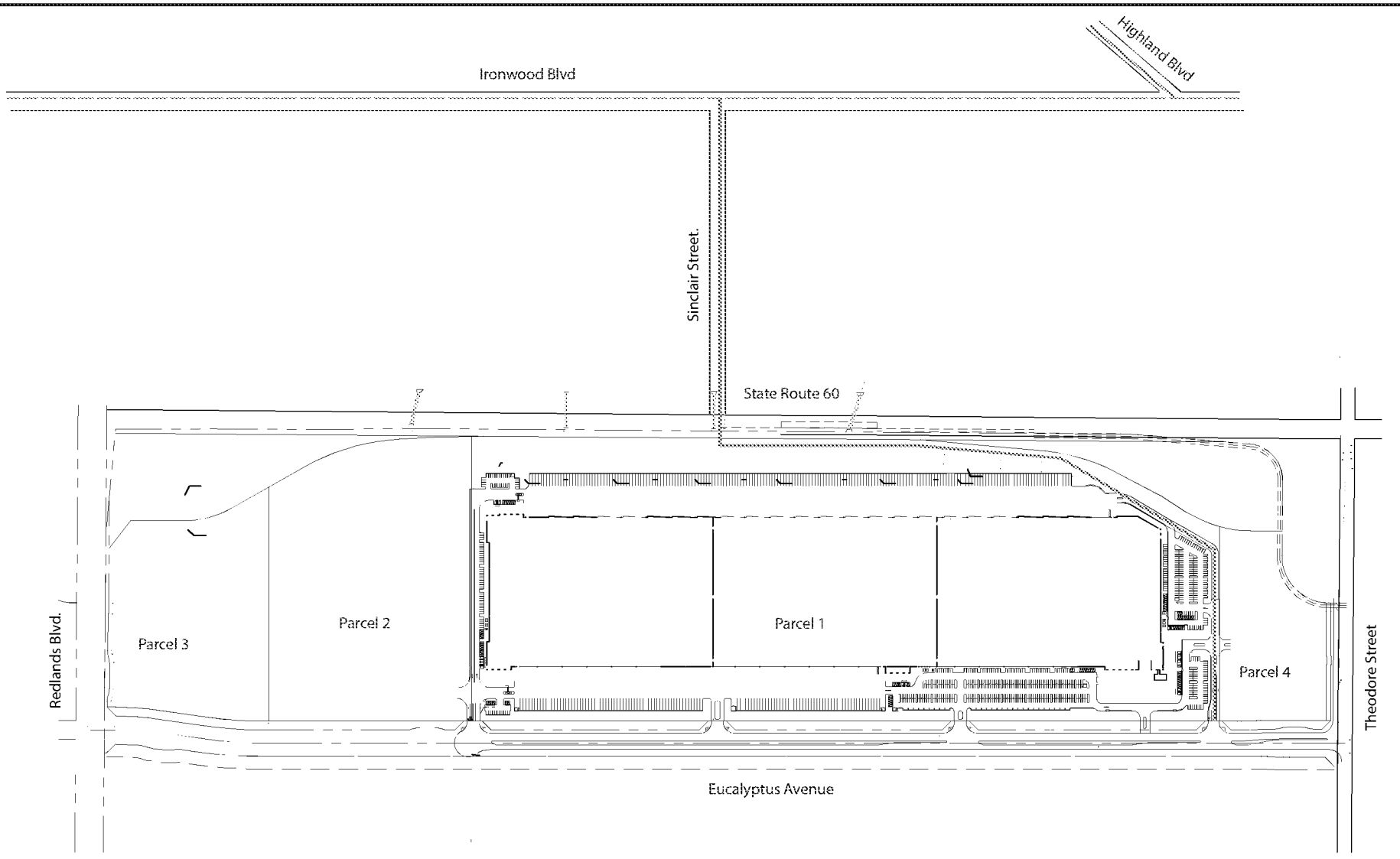

Exhibit "A"

RA07-0090 HFCP-Offsite Water (Sinclair) Improvements Vicinty Map

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Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Sinclair Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - Sinclair Water 90% Bond Reduc Exhibit B.doc

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On July 6, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Redlands Sewer improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Redlands Sewer improvements is Five Hundred Sixty-Three Thousand dollars ($563,000.00). The limits of the Redlands Sewer improvements are within Redlands Boulevard between McAbee Avenue and Fir Avenue.

The public improvements included installation of approximately 4600 feet of fifteen (15) inch sewer main line within the east side of Redlands Boulevard and connection to an existing fifteen (15) inch sewer main line at McAbee Avenue, installation of approximately forty (40) feet of eight (8) inch sewer main line at Cottonwood Avenue for future use, installation of approximately 30 feet eight (8) inch sewer main to connect an existing eight (8) inch sewer main line at Dracaea Avenue, installation of approximately thirty (30) feet of eight (8) inch sewer main line and connection to an existing (8) inch sewer main line at Eucalyptus Avenue (south), installation of approximately forty (40) feet of eight (8) inch sewer main line at Fir Avenue for future use, installation of approximately forty (75) feet of eight (15) inch sewer main line at Eucalyptus Avenue (north) for future use, installation of manholes along the sewer line, and trenching and repair of City maintained streets. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Redlands Sewer improvements received an 80% reduction. The amount reduced was Four Hundred Fifty Thousand Four Hundred dollars ($450,400.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the

improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Redlands Sewer improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Redlands Sewer improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Fifty-Sixty Thousand Three Hundred dollars ($56,300.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

2. Do not accept the Redlands Sewer Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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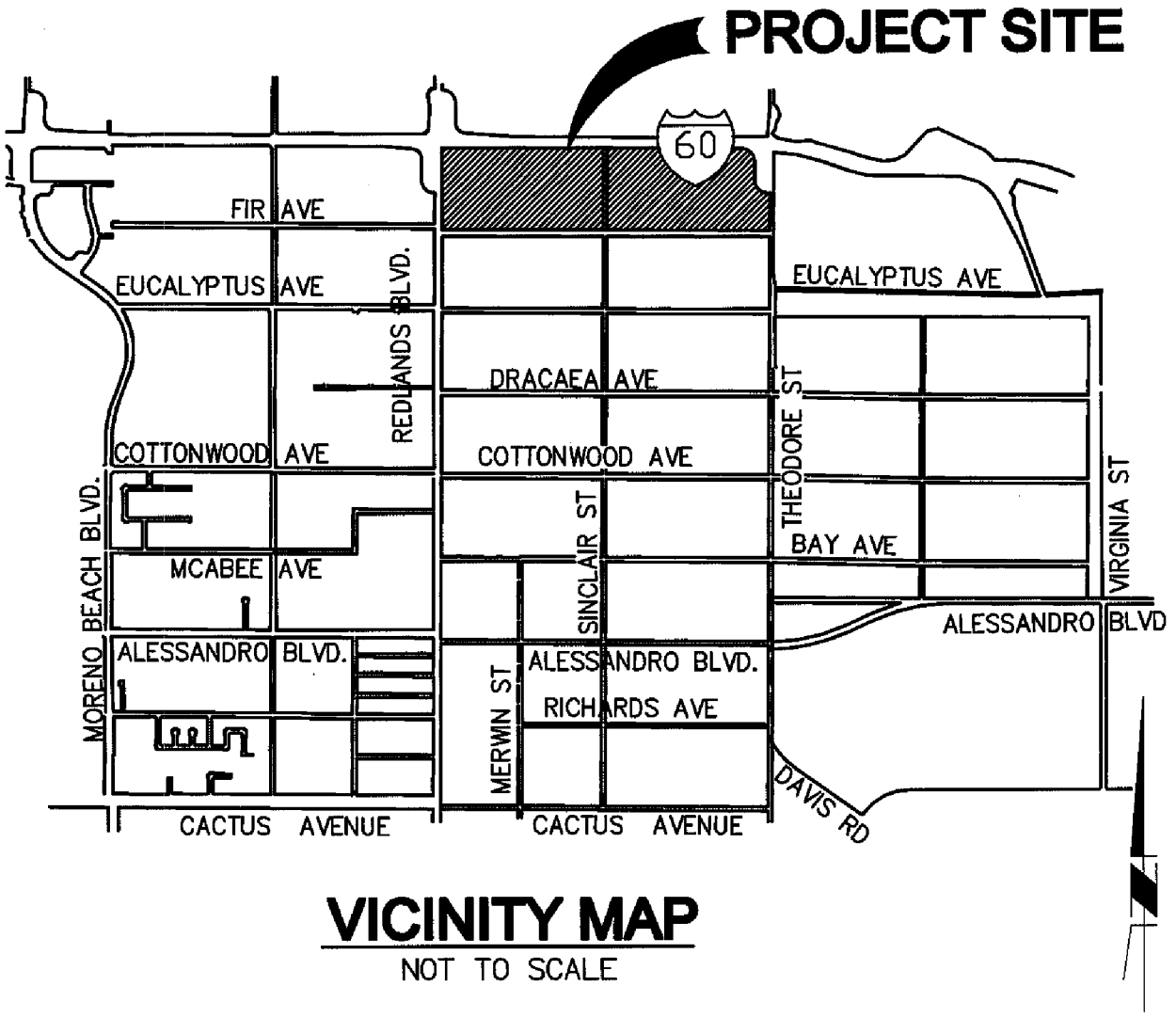

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Redlands Sewer

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	Restore dirt shoulder beginning sta. 159+40.00 - 163+44.51 typ section sht 1	
3	Remove const debris (rocks, sandbags) left between olive trees, grade to match existing grade.	
4	Submit EMWD clearance letter	
5	Submit As-builts	
6	Submit clearance letter for RCFC	
7	Clearance from Transportation Division	

Exhibit "B"

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090.

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Redlands Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Redlands Water improvements is One Hundred Seventy-One Thousand dollars ($171,000.00). The limits of the Redlands Water improvements are within Redlands Boulevard beginning at Eucalyptus Avenue and continuing northerly along the south side of the State Route 60 East Bound off Ramp.

The public improvements included approximately 1500 feet of twelve (12) inch water main line, approximately 65 feet of 18 inch water main line and connection to an newly constructed fifteen (15) inch water main line at Eucalyptus Avenue, installation of approximately 1500 feet of telemetry (communication) cable, various fittings, adaptors and vac/air release assemblies. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On February 15, 2010, the Redlands Water improvements received an 80% reduction. The amount reduced was One Hundred Thirty-Six Thousand Eight Hundred dollars ($136,800.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Redlands Water improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Redlands Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seventeen Thousand One Hundred dollars ($17,100.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon acceptance and approval of the improvements to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

2. Do not accept the Redlands Water Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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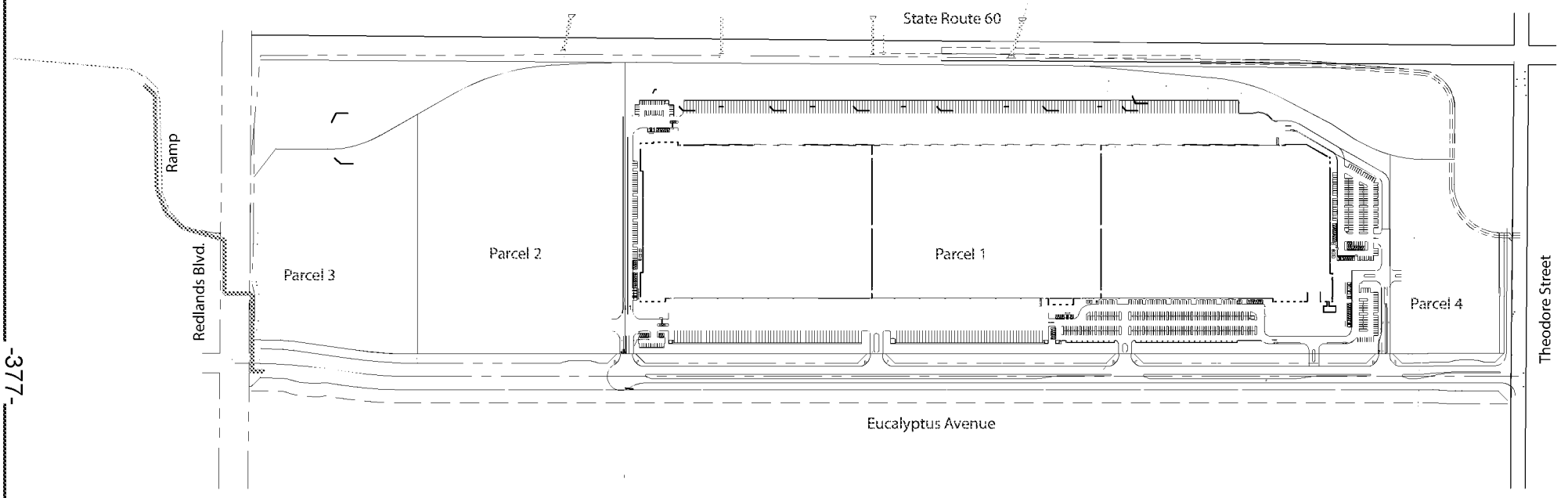

Exhibit "A"

PA07-0090 | HFCP-Offsite Water (Redlands) Improvements | Vicinity Map

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Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Redlands Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications.

2. Authorize the Mayor to execute the DIF Agreement in the form attached hereto.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Plot Plan (PA07-0091) and Tentative Parcel Map No. 35629 (PA07-0090) and approved phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The plot plan provides for establishment of a business park development consisting of buildings, internal circulation, parking and various site amenities.

On August 24, 2010, the City Council of the City of Moreno Valley accepted the Agreement for Public Improvements and bonds for Eucalyptus Avenue Phase 1 Street Improvements in the amount of $2,778,000 for Faithful Performance and $1,389,000 for Material and Labor. The bonds were issued by Safeco Insurance Company of America.

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing some of the required DIF-related public improvements and/or dedicating right-of-way that will facilitate future public improvements. In accordance with the City's Municipal Code, Section 3.42.110, the "Credit for Improvements provided by Developer" will allow the developer to receive an initial credit for the applicable public improvements made to the designated arterial street(s) and/or traffic signals as well as any right-of-way dedications made for interchange improvements, based on the qualifying construction items as identified therein. The developer's initial credit amount is based on the lower of the DIF Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation. A separate DIF Improvement Reimbursement Agreement will be processed once the improvements are completed, accepted into the City's Maintained Street System, and the Actual Construction Costs for the qualifying improvements are submitted by the Developer and verified by City staff. Therefore, the DIF Improvement Reimbursement Agreement will be presented to City Council at a later date.

If it is determined that the developer constructed improvements above and beyond the project obligation, they may be eligible for a reimbursement in accordance with the current policy in place at that time. Reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

DISCUSSION

The developer of PM 35629, as part of Phase 1 improvements, was required to construct improvements and dedicate right-of-way on Eucalyptus Avenue and Theodore Street as well as dedicate right-of-way for freeway interchange eastbound on- and off-ramps at Redlands Boulevard and Theodore Street. In addition, the developer dedicated right-of-way for an eastbound freeway auxiliary lane between these two interchanges.

The developer is eligible to receive initial DIF Credits for specific improvements identified in the DIF Study for Eucalyptus Avenue Phase 1 improvements, including earthwork, construction of new pavement and base, grinding and paving, sawcut and removal of existing pavement, traffic control, signing and striping, curb, gutter, sidewalk, relocation of power poles, and drainage improvements including catch basins, local depressions, and storm drain lines not maintained by Riverside County Flood Control and Water Conservation District. The improvements to the Theodore Street inner lanes do not qualify for either DIF Credits or Reimbursement because the costs in the DIF Study do not include inner lane costs. In addition, the developer is eligible to receive initial DIF Credits for right-of-way dedicated along Eucalyptus Avenue and Theodore Street.

The right-of-way dedicated for the eastbound off-ramp at the Theodore Street Interchange (Lot L (5.36 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is eligible for DIF credits. The right-of-way dedicated for the eastbound on-ramp at the Redlands Boulevard Interchange (Lot K (6.42 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is not eligible for DIF credits as this interchange is identified in the current DIF Study Update to be entirely funded by the Western Riverside Council of Governments (WRCOG)'s Transportation Uniform Mitigation Fee (TUMF) program. Therefore, the developer is seeking TUMF credits for the Redlands Boulevard eastbound on-ramp through a separate TUMF Improvement and Credit/Reimbursement Agreement. The freeway auxiliary lane (Lot G (2.87 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is not part of either the City's DIF or WRCOG's TUMF programs and therefore, the right-of-way dedicated is not eligible for credits from either program.

The developer agrees to perform and complete all of the required public improvements in accordance with the Agreement for Public Improvements. Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Exhibit "B". Based on the information provided by the developer, the initial DIF Credit for this project is $2,331,420 for Arterial Streets, $24,000 for Traffic Signals, and $354,900 for Interchange Improvements.

If it is determined at the completion of the project that the developer constructed improvements above and beyond the project obligation, a DIF Improvement Reimbursement Agreement will be presented to City Council at that time. Any

reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

ALTERNATIVES

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications and authorize the Mayor to execute the DIF Agreement in the form attached hereto.

2. Do not accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications and do not authorize the Mayor to execute the DIF Agreement in the form attached hereto. *Not approving staff's recommendation would result in no DIF credit being provided to the developer.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" – DIF Improvement Credit Agreement
Exhibit "C" – PM 35629 Phase 1 Right-of-Way Dedication Exhibit

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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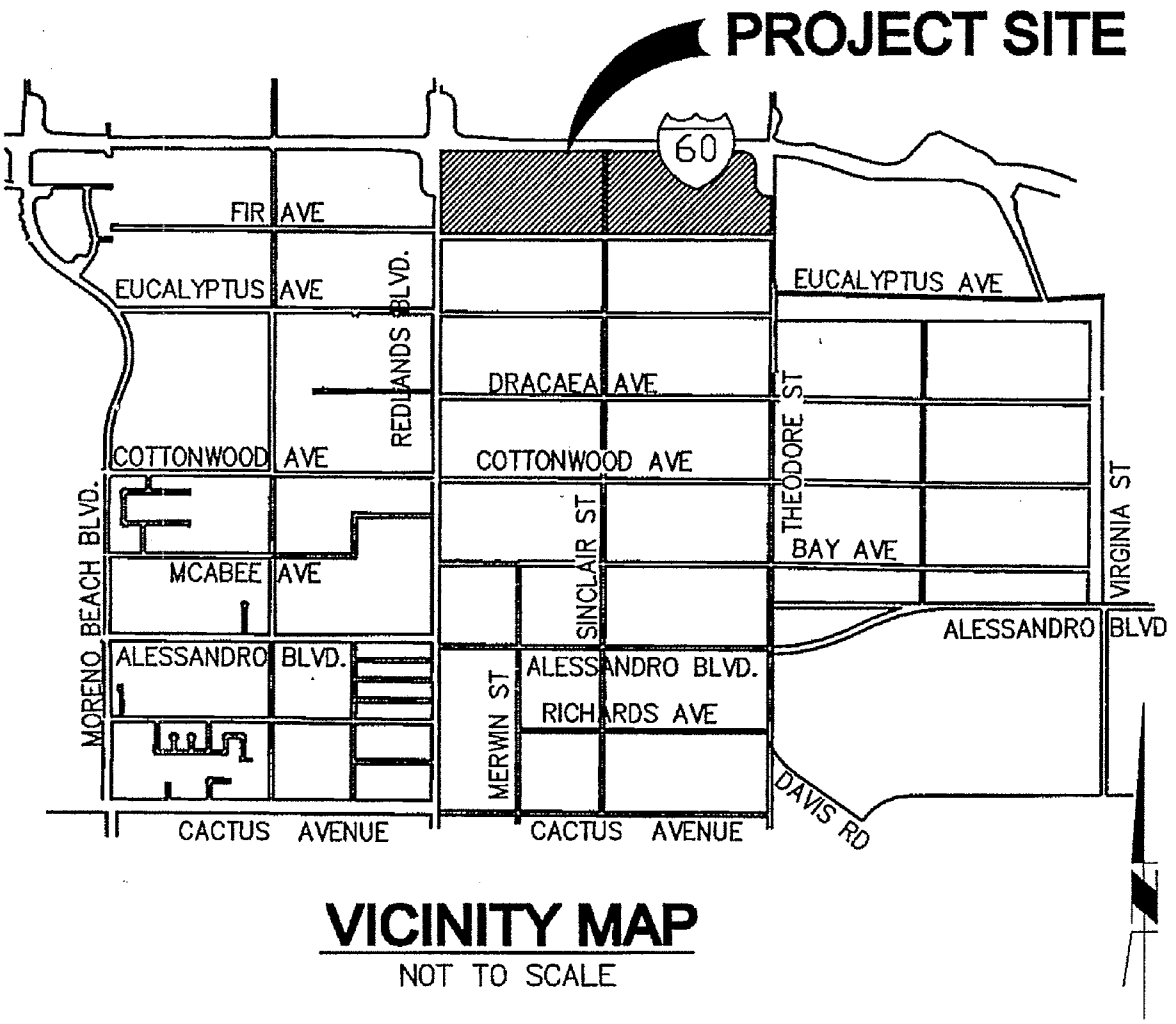

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **VICINITY MAP**

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DEVELOPMENT IMPACT FEES

IMPROVEMENT CREDIT AGREEMENT

NUMBER D11-001

PA07-0090, Parcel Map 35629, Construction Phase 1
PA07-0091, Plot Plan for Skechers Building (1,820,000-SQ FT)

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated August 25, 2010, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

Exhibit "B"

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of December 20, 2010, the Developer is obligated to pay DIF for the Project to City in the amount of Three Million Three Hundred Eighty Eight Thousand Eight Hundred Forty dollars ($3,388,840) (hereinbefore and hereinafter referred to as the "DIF Obligation") the "Street" component of the DIF Obligation being $2,331,420, the "Traffic Signal" component of the DIF Obligation being $353,080, and the "Interchange Improvements" component of the DIF Obligation being $354,900.

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact

Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such

documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation *(completed by City).*

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer *may* be eligible for a Reimbursement Agreement, to the extent

applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility. To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: Iddo Benzeevi, President and CEO

HF Logistics – SKX T1, LLC

14225 Corporate Way

Moreno Valley, CA 92553

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

By: _____
Chris A. Vogt

Its: _____

Date: _____

HF Logistics-SKX T1, LLC
a Delaware limited liability company

By: Todd Benzen

Its: President + CEO

Date: 6/21/2011

ATTEST: _____
City Clerk

Date: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of RIVERSIDE

On 6-21-11 (Date) before me, LORINNE J. PHILLIPS NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared IDDO BENZEEVI (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

LORINNE J. PHILLIPS
COMM #1868955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013
MSC1

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: REVISED DIF CREDIT AGRMT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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EXHIBIT "A"

PUBLIC IMPROVEMENT AGREEMENT

WITH BONDS

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 092508

DOC # 2010-0431732
09/08/2010 08:00A Fee:NC
Page 1 of 80
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

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Agreement for a portion of Phase 1 Public Improvements – PA07-0090 (TPM 35629)
APN 488-350-001

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY
City Clerk
P. O. Box 88005
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103 *This space for Recorder's use only.*

AGREEMENT FOR A PORTION OF PHASE 1 PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA07-0090 (TENTATIVE PARCEL MAP 35629)

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **HF Logistics-SKX T1, LLC** herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, known as **PA07-0090 (Tentative Parcel Map 35629)** agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for the portion of Phase 1 as listed below which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Eucalyptus Avenue – Phase 1 Street Improvement Plans (A-1)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-1 and location map labeled Exhibit B-1 attached hereto, is the sum of TWO MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 Dollars (*****$2,778,000.00 *****).

Theodore Street – Phase I Street Improvement Plans (A-2)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-2 and location map labeled Exhibit B-2 attached hereto, is the sum of EIGHT HUNDRED TWENTY-ONE THOUSAND AND NO/100 Dollars (*****$821,000.00 *****).

Eucalyptus Avenue – Phase 1 Off-site Sewer Improvement Plans (A-3)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-3 and location map labeled Exhibit B-3 attached hereto, is the sum of FOUR HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 Dollars (*****$467,000.00 *****).

Eucalyptus Avenue – Phase 1 Off-site Water Improvement Plans (A-4)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-4 and location map labeled Exhibit B-4 attached hereto, is the sum of ONE MILLION FIFTY THOUSAND AND NO/100 Dollars (*****$1,050,000.00 *****).

Eucalyptus Avenue – Phase 1 Off-site Recycled Water Improvement Plans (A-5)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-5 and location map labeled Exhibit B-5 attached hereto, is the sum of FOUR HUNDRED THIRTY-FOUR THOUSAND AND NO/100 Dollars (*****$434,000.00 *****).

Parcel Map 35629 – Sinclair Off-site Water Improvement Plans (A-6)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-6 and location map labeled Exhibit B-6 attached hereto, is the sum of SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 Dollars (*****$725,000.00 *****).

Redlands Boulevard – Phase 1 Water Improvement Plans (A-7)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-7 and location map labeled Exhibit B-7 attached hereto, is the sum of ONE HUNDRED SEVENTY-ONE THOUSAND AND NO/100 Dollars (*****$171,000.00 *****).

Parcel Map 35629 – Monumentation (A-8)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-8 attached hereto, is the sum of FORTY TWO THOUSAND AND NO/100 Dollars (*****$42,000.00 *****).

Eucalyptus Avenue – Phase 1 Electrical Improvement (A-9)
The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-9 attached hereto, is the sum of EIGHT HUNDRED FORTY-NINE THOUSAND AND NO/100 Dollars (*****$849,000.00 *****).

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the Improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the Improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work for Improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bond(s) with good and sufficient sureties or increase the amounts of said bond or bond(s), or both, within ten (10) days after being notified by the City Engineer that the amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to

substitute the form of security, in accordance with the Moreno Valley Municipal Code, at anytime during the term of this agreement, subject to approval of the City Engineer and City Attorney. As this project is very unique in both the size and the timing of construction activities, as well as being considered eligible for Time and Material (T&M) fee collection, it has been determined by the City Engineer that the project may receive incremental reductions to each of the securities ensuring the construction of the associated public improvements. At twenty percent (20%) completion, forty percent (40%) completion, sixty percent (60%) completion and eighty percent (80%) completion of the public improvements as measured by the dollar value of said improvements as set forth in the Engineer's Preliminary Estimate of Cost and associated unit costs (Exhibits A-1 through A-8) and upon written request by the Developer for a partial reduction of the security, the bonding company shall be instructed by the City Engineer in writing to reduce an amount in the bond not to exceed twenty percent (20 %) increments of the original amount established for the bond, provided that all such work has been reviewed, verified, inspected and approved by the City Engineer, Land Development engineering staff and applicable City inspectors. The remaining percentage of the bond securing the estimated cost of labor and materials shall be released to the Developer no sooner than 90 days after acceptance of the improvements by the City. After one hundred percent (100%) completion of the public improvements and formal acceptance of the improvements by the City Council, ten percent (10%) of the original bond amount for the faithful performance shall be retained until expiration of the twelve (12) month warranty period pursuant to Government Code Section 66499 to secure required warranty work.

EIGHTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the security or securities. Developer further agrees to maintain the aforesaid securities in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805

Developer:
HF LOGISTICS-SKX T1, LLC,
14225 Corporate Way
Moreno Valley, California 92553

IN WITNESS WHEREOF Developer has affixed his name, address and seal.

Date approved by the City: 8/24/2010

HF LOGISTICS-SKX T1, LLC:
Developer

BY: _____
Signature

Iddo Benzeevi
Print/Type Name

President + CEO
Title

BY: _____
Signature

_____
Print/Type Name

_____
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: 8-25-10

By: _____
Deputy City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATES OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

W:\LandDev\MANAGEMENT ASSISTANTS\Agreement Bond Packets\PA07-0090 - PIA for Phase 1 Remaining Improvements.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside }

On 8.2.10 (Date) before me, Lorinne J. Phillips Notary Public (Here Insert Name and Title of the Officer)

personally appeared Iddo Benzeevi (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

LORINNE J. PHILLIPS
COMM #1866955
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires October 2, 2013

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGRMT - PORTION OF PH. I PUBLIC IMPRV.

Document Date: NONE AT THIS TIME Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: IDDO BENZEEVI	Signer's Name: _____
☒ Corporate Officer — Title(s): PRES. & CEO	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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MV00109885

8/2/10
VBG

EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase 1 Street Improvement Plans
PA07-0090

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	1	Thickness (ft.)				
	268225	S.F.	19446	Ton	33.00	641,718
A.C. - Street 1	0.5	Thickness (ft.)				
	268225	S.F.	9723	Ton	80.00	777,840
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	1,419,558

Item No. A.20

MV00109886

8/2/10
VBG

EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans
PUBLIC STREET WORK

DATE: 07/30/10
PREPARED BY: Patrick Revere

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	75	S.F.	3.25	244
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	75	L.F.	3.00	225
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust M.H. to Grade	14	EA.	800.00	11,200
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	3490	L.F.	30.00	104,700
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	5117	L.F.	25.00	127,925
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	534	L.F.	12.00	6,408
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	22023	S.F.	4.25	93,598
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	1080	S.F.	6.50	7,020
Driveway Approach - 8"	782	S.F.	10.50	8,211
Wheelchair Ramp	8	EA.	2,600.00	20,800
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			SUBTOTAL	380,331
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	3247	L.F.	30.00	97,410
Traffic Striping/raised pavement markers	1	L.S.	—	28,396
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	—	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	1	EA.	200.00	200
Signs and Posts	27	EA.	200.00	5,400
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	3	EA.	3,000.00	9,000
			SUBTOTAL:	140,906
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	195.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

8/2/10
VBG

EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	33823	S.F.	6.00	202,938
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	24	EA.	6,000.00	144,000
			SPECIAL DISTRICTS SUBTOTAL:	346,938
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinatio	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

8/2/10
VBG

EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	134	L.F.	30.00	4,020
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8'-X-10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8'-X-12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2'-72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3'-4'-X-2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	5	EA.	2100.00	10,500
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
12"x12" Grate Basin	5	EA.	1800.00	9,000

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	27,265

Item No. A.20

MV00109890

8/2/10
VBG

EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Rovere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	55.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w 5/8" meter	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
Adjust Water Meter Box	0		235.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	LF.	300.00	0
Joint at Existing 6"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	150.00	0
	0		0.00	0
			SUBTOTAL:	0

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	20.00	0
6" V.C. Pipe	0	L.F.	25.00	0
8" V.C. Pipe	0	L.F.	30.00	0
10" V.C. Pipe	0	L.F.	40.00	0
12" V.C. Pipe	0	L.F.	50.00	0
15" V.C. Pipe	0	L.F.	75.00	0
18" V.C. Pipe	0	L.F.	90.00	0
21" V.C. Pipe	0	L.F.	105.00	0
24" V.C. Pipe	0	L.F.	120.00	0
27" V.C. Pipe	0	L.F.	135.00	0
30" V.C. Pipe	0	L.F.	150.00	0
33" V.C. Pipe	0	L.F.	165.00	0
36" V.C. Pipe	0	L.F.	185.00	0
4" SDR - 35	0	L.F.	13.00	0
6" SDR - 35	0	L.F.	19.00	0
8" SDR - 35	0	L.F.	26.00	0
10" SDR - 35	0	L.F.	30.00	0
12" SDR - 35	0	L.F.	50.00	0
15" SDR - 35	0	L.F.	60.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
	0		0.00	0
Miscelleneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	0

8/2/10
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EXHIBIT "A-1"
ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10
PREPARED BY: Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$1,419,558
OFFSITE STREET WORK	:	$380,331
SPECIAL DISTRICTS	:	$346,938
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$0
STORM DRAIN SYSTEM	:	$27,265
WATER SYSTEM	:	$0
SEWER SYSTEM	:	$0
TRAFFIC IMPROVEMENTS	:	$140,906
BONDABLE WORK (not plan checked)	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$2,314,998
+20% CONTINGENCY:		$463,000
GRAND TOTAL:		$2,777,997

BOND AMOUNT: $2,778,000

REGISTERED PROFESSIONAL ENGINEER
PATRICK E. REVERE
No. 62921
Exp. 6-30-12
CIVIL
STATE OF CALIFORNIA

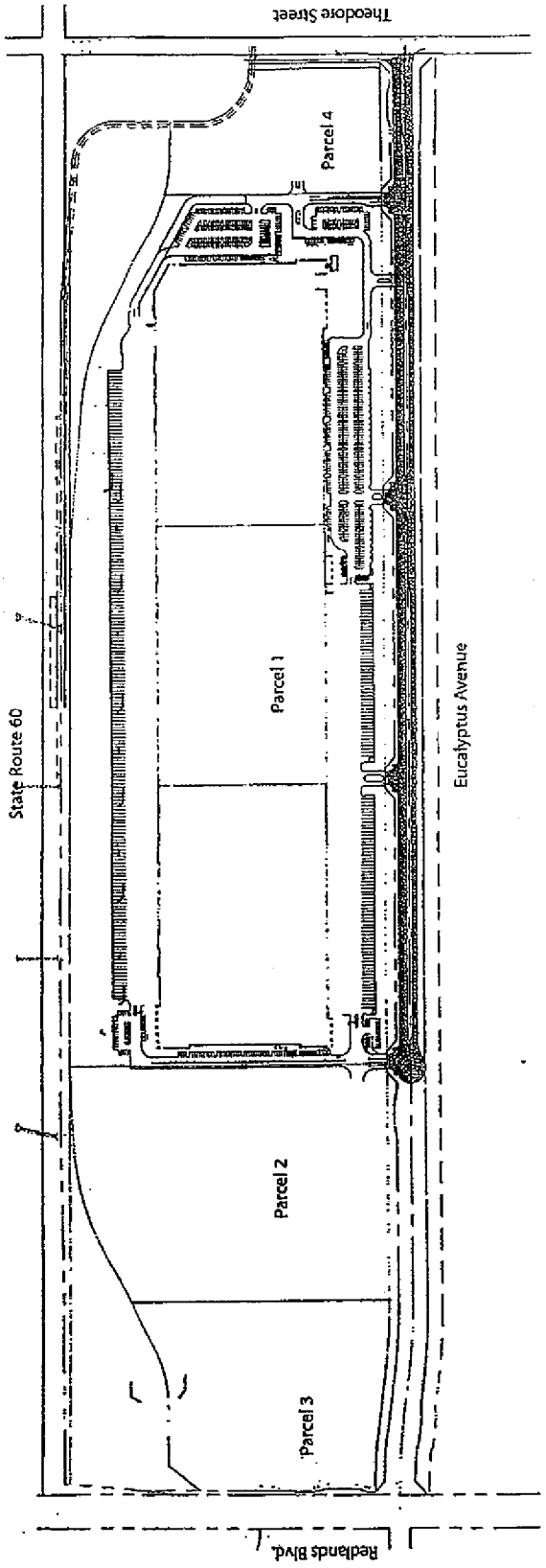

EXHIBIT "B-1"

HFCP-Eucalyptus Phase 1 Street Improvements

EXHIBIT "B"

DIF IMPROVEMENTS

EXHIBIT "B"

Eucalyptus
ENGINEER'S ESTIMATE

PROJECT: DIF Credit - TPM 35629
PA07-0090

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1		Thickness (ft.)				
		S.F.	0	Ton	33.00	0
A.C. - Street 1		Thickness (ft.)				
		S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			14901	C.Y.	29.00	432,140
A.B. Class II - Eucalyptus	1	Thickness (ft.)				
	268225	S.F.	19446	Ton	33.00	641,718
A.C. - Eucalyptus	0.5	Thickness (ft.)				
	268225	S.F.	9723	Ton	80.00	777,840
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	1,851,698

Item No. A.20

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.10'	75	S.F.	3.00	225
Grind & Pave 0.20'	0	S.F.	3.50	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	75	L.F.	3.00	225
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust MH to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	3490	L.F.	30.00	104,700
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	22023	S.F.	4.25	93,598
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	1080	S.F.	6.50	7,020
Driveway Approach - 8"	782	S.F.	10.50	8,211
Wheelchair Ramp	8	EA.	2,600.00	20,800
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			SUBTOTAL	234,779
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Tiraffic Signal Interconnect	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	--	0
Traffic Striping (DIF Street Eucalyptus)	1	L.S.	--	28,391
Street Name Sign	2	EA.	500.00	1,000
Stop Sign	1	EA.	200.00	200
Signs and Posts	27	EA.	200.00	5,400
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	0	EA.	3,000.00	0
			SUBTOTAL:	34,991
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
			SPECIAL DISTRICTS SUBTOTAL:	0
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Design)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe	2514	L.F.	160.00	402,240
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	1814	L.F.	190.00	344,660
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 60	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	8	EA.	5000.00	40,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	5	EA.	10000.00	50,000
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	7	EA.	5500.00	38,500
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Outlet Structure	0	EA.	8000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	6000.00	0
Modified Junction Structure	0	EA.	15000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	879,145

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900		L.F.	25.00	0
6" PVC C-900		L.F.	30.00	0
8" PVC C-900		L.F.	35.00	0
10" PVC C-900		L.F.	40.00	0
12" PVC C-900		L.F.	55.00	0
16" PVC C-900		L.F.	90.00	0
18" PVC C-900		L.F.	135.00	0
20" PVC C-900		L.F.	180.00	0
		L.F.	0	0
Valves - Water System				
4" Gate Valve		EA.	715.00	0
6" Gate Valve		EA.	830.00	0
8" Gate Valve		EA.	1,340.00	0
10" Gate Valve		EA.	1,500.00	0
12" Gate Valve		EA.	2,300.00	0
16" Gate Valve		EA.	5,270.00	0
18" Gate Valve		EA.	14,300.00	0
4" Butterfly Valve		EA.	330.00	0
6" Butterfly Valve		EA.	520.00	0
8" Butterfly Valve		EA.	990.00	0
10" Butterfly Valve		EA.	1,200.00	0
12" Butterfly Valve		EA.	1,800.00	0
16" Butterfly Valve		EA.	2,700.00	0
18" Butterfly Valve		EA.	2,800.00	0
20" Butterfly Valve		EA.	4,200.00	0
24" Butterfly Valve		EA.	5,200.00	0
1" Air Vac Release		EA.	2,400.00	0
2" Air Vac Release		EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover		EA.	4,300.00	0
4" Blow Off		EA.	3,500.00	0
6" Blow Off		EA.	4,000.00	0
6" Backflow Preventor, Pad & Cover		EA.	6,300.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants		EA.	4,000.00	0
6" Super Fire Hydrants		EA.	4,500.00	0
			0.00	0
Services Connections				
1" Service		EA.	800.00	0
1" Service w 5/8" meter		EA.	2,000.00	0
1 1/2" Service		EA.	1,100.00	0
2" Service		EA.	1,600.00	0
4" Service		EA.	2,100.00	0
Fittings - Water System				
Misc. Fittings 4"		EA.	120.00	0
Misc. Fittings 6"		EA.	160.00	0
Misc. Fittings 8"		EA.	200.00	0
Misc. Fittings 10"		EA.	240.00	0
Misc. Fittings 12"		EA.	750.00	0
Misc. Fittings 18"		EA.	1,000.00	0
Water Meters - Water System				
5/8" Meter		EA.	230.00	0
1" Meter		EA.	320.00	0
1 1/2" Meter		EA.	420.00	0
2" Meter		EA.	525.00	0
Adjust Water Meter Box		EA.	235.00	0
3" Meter		EA.	1,600.00	0
Hot Tap Connections - Water System				
6" Hot Tap		EA.	1,750.00	0
8" Hot Tap		EA.	2,200.00	0
12" Hot Tap		EA.	3,150.00	0
Hot Tap Service Clamp		EA.	1,000.00	
Water Service		EA.	330.00	0
			0.00	0
Miscellaneous - Water System				
Thrust Block		CY	150.00	0
Jack & Bore		LF.	300.00	0
Joint at Existing 8"		EA.	650.00	0
Adjust Water Meter Box to Grade		EA.	150.00	0
Concrete Cap-18" Water: 1.25 SF x 66 LF = 479 CF = 17.7 CY		CY	300.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629

DATE: 02/08/11
PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe		L.F.	25.00	0
6" V.C. Pipe		L.F.	40.00	0
8" V.C. Pipe		L.F.	55.00	0
10" V.C. Pipe		L.F.	60.00	0
12" V.C. Pipe		L.F.	70.00	0
15" V.C. Pipe		L.F.	80.00	0
18" V.C. Pipe		L.F.	160.00	0
21" V.C. Pipe		L.F.	180.00	0
24" V.C. Pipe		L.F.	195.00	0
27" V.C. Pipe		L.F.	215.00	0
30" V.C. Pipe		L.F.	235.00	0
33" V.C. Pipe		L.F.	280.00	0
36" V.C. Pipe		L.F.	300.00	0
4" SDR - 35		L.F.	25.00	0
6" SDR - 35		L.F.	30.00	0
8" SDR - 35		L.F.	35.00	0
10" SDR - 35		L.F.	45.00	0
12" SDR - 35		L.F.	54.00	0
15" SDR - 35		L.F.	90.00	0
Concrete Encasement		L.F.	20.00	0
			0.00	0
Cleans Outs - Sewer System				
Clean-outs		EA.	730.00	0
Clean Out Lateral		EA.	200.00	0
			0.00	0
Manholes - Sewer System				
Standard Manhole 48"		EA.	3,140.00	0
Standard Manhole 48" Extra Depth		EA.	3,500.00	0
Standard Manhole 60"		EA.	4,500.00	0
Shallow Manhole		EA.	3,300.00	0
Adjust Manhole to Grade		EA.	630.00	0
Tie Into Existing Manhole		EA.	2,100.00	0
Rechannel Existing Manhole		EA.	1,500.00	0
Join Existing 8" Pipe		EA.	1,500.00	0
Join Existing 12" Pipe		EA.	2,000.00	0
			0.00	0
Miscelleneous - Sewer System				
Wyes		EA.	90.00	0
TV Sewer		L.F.	1.20	0
Trench Paving		S.F.	5.00	0
Pavement Replacement		S.F.	3.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: DIF Credit – TPM 35629

DATE: 02/09/11
PREPARED BY: Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	$1,851,698
OFFSITE STREET WORK	:	$234,779
SPECIAL DISTRICTS	:	$0
MORENO VALLEY UTILITIES	:	$0
WATER QUALITY BASIN	:	$0
TRANSPORTATION ENGINEERING	:	$0
STORM DRAIN SYSTEM	:	$879,145
WATER SYSTEM	:	$0
SEWER SYSTEM	:	$0
TRAFFIC IMPROVEMENTS	:	$34,991
BONDABLE WORK (not plan checked)	:	$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		$3,000,613

Planning Cost	10	%	$3,000,613	$300,061
Engineering Cost	25	%	$3,000,613	$750,153
Contingency Cost	10	%	$3,000,613	$300,061
ROW Cost	424,887	SF	$ 5.00	$2,124,335

TOTAL AMOUNT: $6,475,224

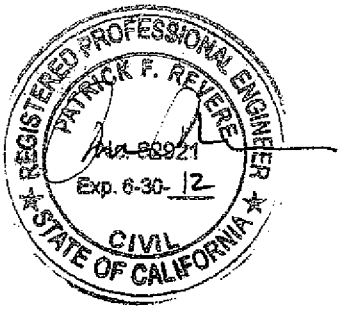

Insert Engineer's Cost Estimate for Traffic Signal Interconnect

Eucalyptus
ENGINEER'S ESTIMATE

PROJECT: DIF Credit - TPM 35629 (Traffic Signal Interconnect)
PA07-0090

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE			QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - DIF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Eucalyptus	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Eucalyptus	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Theodore	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Street Work - TUMF						
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
Roadway Excavation			0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)				
	0	S.F.	0	Ton	80.00	0
					SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629 (Traffic Signal Interconnect)
PUBLIC STREET WORK

DATE: 02/14/11
PREPARED BY: Patrick Revere

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.10'	0	S.F.	3.00	0
Grind & Pave 0.20'	0	S.F.	3.50	0
Slurry Seal (Based on $150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	0	L.F.	3.00	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	0	S.F.	4.25	0
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	0	S.F.	10.50	0
Wheelchair Ramp	0	EA.	2,600.00	0
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			SUBTOTAL	0
Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/inspected by LDD staff)				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	3247	L.F.	30.00	97,410
Traffic Striping/raised pavement markers	0	L.S.	–	0
Traffic Striping (DIF Street Eucalyptus)	0	L.S.	–	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	0	EA.	3,000.00	0
			SUBTOTAL:	97,410
Bondable Street Work Only (not plan checked)				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
			SPECIAL DISTRICTS SUBTOTAL:	0
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
			MVU SUBTOTAL:	0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
			WQB SUBTOTAL:	0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Design)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
			TRANSPORTATION SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	600.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
12"x12" Grate Basin	0	EA.	1800.00	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (riser)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft (Safety Ledge)	0		6000.00	0
Fencing	0	L.F.	100.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

PROJECT: DIF Credit – TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900		L.F.	25.00	0
6" PVC C-900		L.F.	30.00	0
8" PVC C-900		L.F.	35.00	0
10" PVC C-900		L.F.	40.00	0
12" PVC C-900		L.F.	55.00	0
16" PVC C-900		L.F.	90.00	0
18" PVC C-900		L.F.	135.00	0
20" PVC C-900		L.F.	180.00	0
		L.F.	0	0
Valves - Water System				
4" Gate Valve		EA.	715.00	0
6" Gate Valve		EA.	830.00	0
8" Gate Valve		EA.	1,340.00	0
10" Gate Valve		EA.	1,500.00	0
12" Gate Valve		EA.	2,300.00	0
16" Gate Valve		EA.	6,270.00	0
18" Gate Valve		EA.	14,300.00	0
4" Butterfly Valve		EA.	330.00	0
6" Butterfly Valve		EA.	520.00	0
8" Butterfly Valve		EA.	990.00	0
10" Butterfly Valve		EA.	1,200.00	0
12" Butterfly Valve		EA.	1,800.00	0
16" Butterfly Valve		EA.	2,700.00	0
18" Butterfly Valve		EA.	2,800.00	0
20" Butterfly Valve		EA.	4,200.00	0
24" Butterfly Valve		EA.	5,200.00	0
1" Air Vac Release		EA.	2,400.00	0
2" Air Vac Release		EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover		EA.	4,300.00	0
4" Blow Off		EA.	3,500.00	0
6" Blow Off		EA.	4,000.00	0
6" Backflow Preventor, Pad & Cover		EA.	6,300.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants		EA.	4,000.00	0
6" Super Fire Hydrants		EA.	4,500.00	0
			0.00	0
Services Connections				
1" Service		EA.	800.00	0
1" Service w 5/8" meter		EA.	2,000.00	0
1 1/2" Service		EA.	1,100.00	0
2" Service		EA.	1,600.00	0
4" Service		EA.	2,100.00	0
Fittings - Water System				
Misc. Fittings 4"		EA.	120.00	0
Misc. Fittings 6"		EA.	160.00	0
Misc. Fittings 8"		EA.	200.00	0
Misc. Fittings 10"		EA.	240.00	0
Misc. Fittings 12"		EA.	750.00	0
Misc. Fittings 18"		EA.	1,000.00	0
Water Meters - Water System				
5/8" Meter		EA.	230.00	0
1" Meter		EA.	320.00	0
1 1/2" Meter		EA.	420.00	0
2" Meter		EA.	525.00	0
Adjust Water Meter Box		EA.	235.00	0
3" Meter		EA.	800.00	0
Hot Tap Connections - Water System				
6" Hot Tap		EA.	1,750.00	0
8" Hot Tap		EA.	2,200.00	0
12" Hot Tap		EA.	3,150.00	0
Hot Tap Service Clamp		EA.	1,000.00	
Water Service		EA.	330.00	0
			0.00	0
Miscellaneous - Water System				
Thrust Block		CY	150.00	0
Jack & Bore		L.F.	300.00	0
Joint at Existing 8"		EA.	650.00	0
Adjust Water Meter Box to Grade		EA.	150.00	0
Concrete Cap 48" Water 7.25 SF x 60 LF = 479 CF = 17.7 CY		CY	300.00	0
			SUBTOTAL:	0

Item No. A.20

ENGINEER'S ESTIMATE

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11
PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe		L.F.	25.00	0
6" V.C. Pipe		L.F.	40.00	0
8" V.C. Pipe		L.F.	55.00	0
10" V.C. Pipe		L.F.	60.00	0
12" V.C. Pipe		L.F.	70.00	0
15" V.C. Pipe		L.F.	80.00	0
18" V.C. Pipe		L.F.	160.00	0
21" V.C. Pipe		L.F.	180.00	0
24" V.C. Pipe		L.F.	195.00	0
27" V.C. Pipe		L.F.	215.00	0
30" V.C. Pipe		L.F.	235.00	0
33" V.C. Pipe		L.F.	280.00	0
36" V.C. Pipe		L.F.	300.00	0
4" SDR - 35		L.F.	25.00	0
6" SDR - 35		L.F.	30.00	0
8" SDR - 35		L.F.	35.00	0
10" SDR - 35		L.F.	45.00	0
12" SDR - 35		L.F.	54.00	0
15" SDR - 35		L.F.	90.00	0
Concrete Encasement		L.F.	20.00	0
			0.00	0
Cleans Outs - Sewer System				
Clean-outs		EA.	730.00	0
Clean Out Lateral		EA.	200.00	0
			0.00	0
Manholes - Sewer System				
Standard Manhole 48"		EA.	3,140.00	0
Standard Manhole 48" Extra Depth		EA.	3,500.00	0
Standard Manhole 60"		EA.	4,500.00	0
Shallow Manhole		EA.	3,300.00	0
Adjust Manhole to Grade		EA.	630.00	0
Tie Into Existing Manhole		EA.	2,100.00	0
Rechannel Existing Manhole		EA.	1,500.00	0
Join Existing 8" Pipe		EA.	1,500.00	0
Join Existing 12" Pipe		EA.	2,000.00	0
			0.00	0
Miscelleneous - Sewer System				
Wyes		EA.	90.00	0
TV Sewer		L.F.	1.20	0
Trench Paving		S.F.	5.00	0
Pavement Replacement		S.F.	3.00	0
			SUBTOTAL:	0

ENGINEER'S ESTIMATE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT:	DIF Credit -- TPM 35629 (Traffic Signal Interconnect)	DATE:	02/14/11
		PREPARED BY:	Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:				$0
OFFSITE STREET WORK	:				$0
SPECIAL DISTRICTS	:				$0
MORENO VALLEY UTILITIES	:				$0
WATER QUALITY BASIN	:				$0
TRANSPORTATION ENGINEERING	:				$0
STORM DRAIN SYSTEM	:				$0
WATER SYSTEM	:				$0
SEWER SYSTEM	:				$0
TRAFFIC IMPROVEMENTS	:				$97,410
BONDABLE WORK (not plan checked)	:				$0
	TOTAL COST (VALUE) OF IMPROVEMENTS:				$97,410
	Planning Cost	10	%	$97,410	$9,741
	Engineering Cost	25	%	$97,410	$24,353
	Contingency Cost	10	%	$97,410	$9,741
	ROW Cost		SF	$ 5.00	$0

TOTAL AMOUNT: $141,245

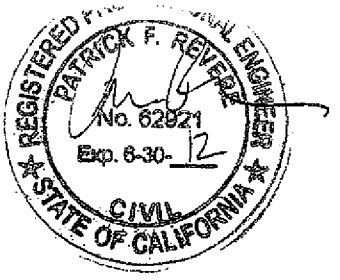

EXHIBIT "C" – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals(1)	Police	Fire	Libraries	Parks	Community / Rec Centers	Public Facilities(2)	Intrchange Imprvmnts	Electric Utility
1	Engineer's Estimate	$6,475,224	$141,245	$0	$0	$0	$0	$0	$0	$2,570,000	$0
2	Project costs as identified in DIF study	$5,003,042	$24,000	$0	$0	$0	$0	$0	$0	$1,167,408	$0
3	Actual DIF Obligation	$2,331,420	$353,080	$76,440	$105,560	$0	$0	$0	$167,440	$354,900	$0
4	**Developer's Credit Amount(3)** - Least of Lines 1, 2 & 3	$2,331,420	$24,000	$0	$0	$0	$0	$0	$0	$354,900	$0

(1) Line Items 1 and 2 represent approximate amount of communications conduit only, to serve a total of three legs of future signalized intersections.

(2) May include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

(3) Credit amount shall not exceed obligation.

MV00109913

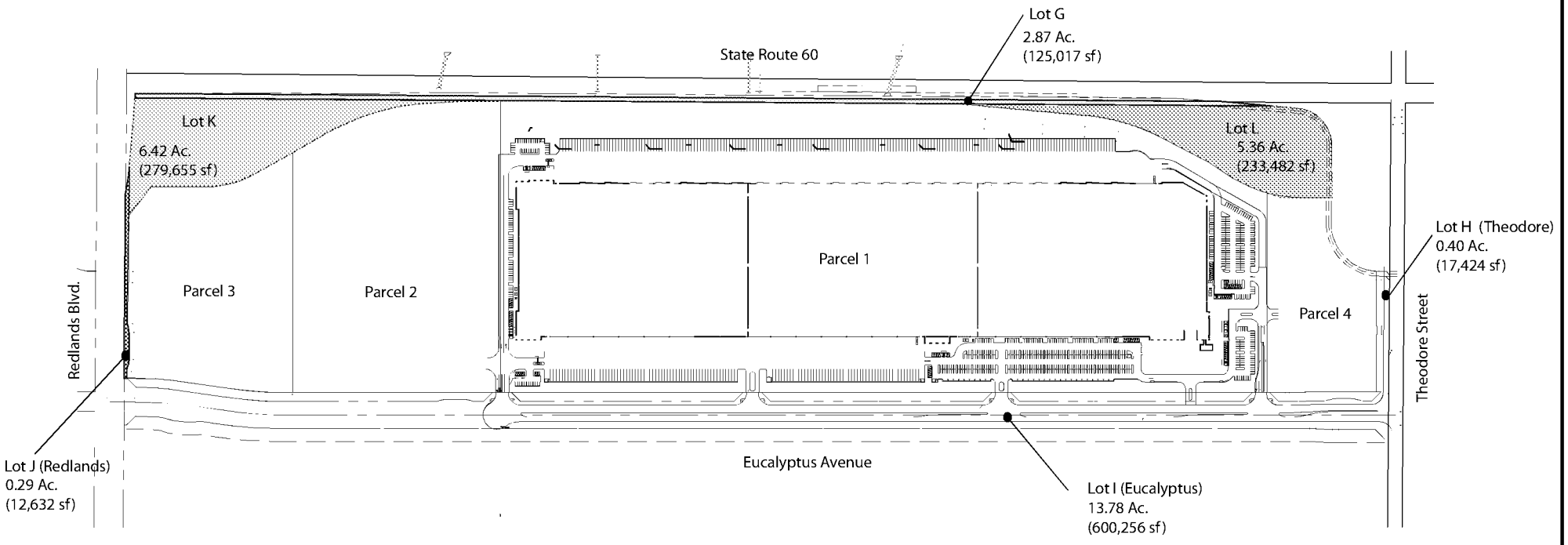

Not to scale
May 18,2011

Exhibit C - Parcel Map 35629 Phase 1 Right of Way Dedication Exhibit

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MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their respective capacities, as the President and Members of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC)

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD

DEVELOPER – CITY OF MORENO VALLEY, CALIFORNIA
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

RECOMMENDED ACTION

Staff recommends that the Board of Directors:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard.

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 12, 2010, the City Council approved the Agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Corporate Yard Phase 1 Office Building and Sewer Line. The Agreement requires that the consultant obtain approval (Planning Application PA10-0013) from the various City departments as part of the design phase of the project. On March 8, 2011, the project received final Conditions of Approval that require the owner (MVPFFC) to record an Offer of Dedication for additional right-of-way. The additional right-of-way will be at the two proposed driveway approaches, located on the north side of Santiago Drive east of Perris Boulevard, in accordance with the City Standard for a commercial driveway approach.

DISCUSSION

The owner, Moreno Valley Public Facilities Financing Corporation (MVPFFC), is required to dedicate four (4) feet of right-of-way around the driveway approaches, at the proposed project entrances on Santiago Drive, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrances to match the existing street improvements immediately to the east and west of the project. Once the Offer of Dedication is executed by the Mayor, the document will be forwarded to the City Engineer to execute the Acceptance Certificates as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

2. Do not authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offer of Dedication

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez, P.E.
Senior Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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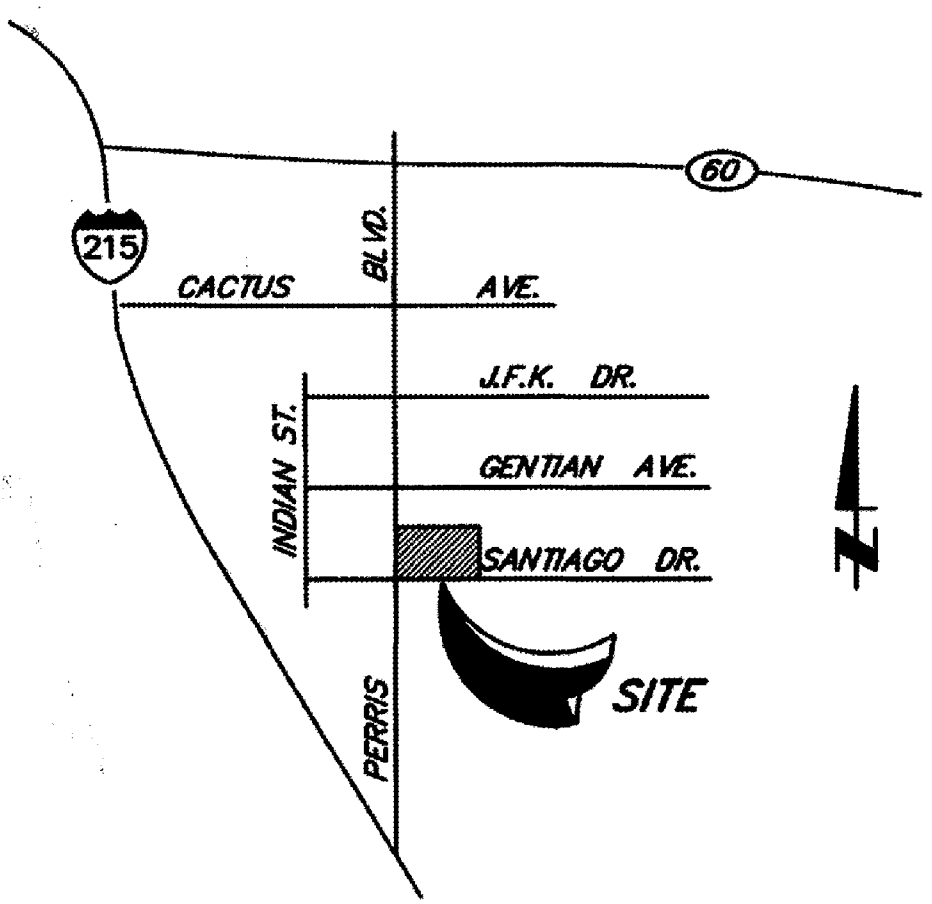

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment "A"	**PA10-0013** **VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA10-0013 Offer of Dedication Attachment A.doc

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Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 486-170-021 & 022

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION,
A NON-PROFIT CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

Moreno Valley Public Facilities Financing Corporation,
a non-profit Corporation

By: _____
RICHARD A. STEWART, President

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk (SEAL)

Attachment "B"

Date _____

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **June 29, 2011** from the **Moreno Valley Public Facilities Financing Corporation, a non-profit Corporation** to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

STATE OF CALIFORNIA)
County of _____)ss.
On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF NAN AVENUE AS SHOWN BY MAP OF TRACT NO. 15433-2, ON FILE IN BOOK 151 OF MAPS, PAGES 67 THROUGH 70, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF COBRA DRIVE AS SHOWN BY MAP OF TRACT NO. 15433, ON FILE IN BOOK 151 OF MAPS, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 47.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE DIRECTION OF:

5-3-11

MARISSA CROWTHER, PLS 6152
SB&O, INC.
41689 ENTERPRISE CIRCLE NORTH, SUITE 126
TEMECULA, CA. 92590

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

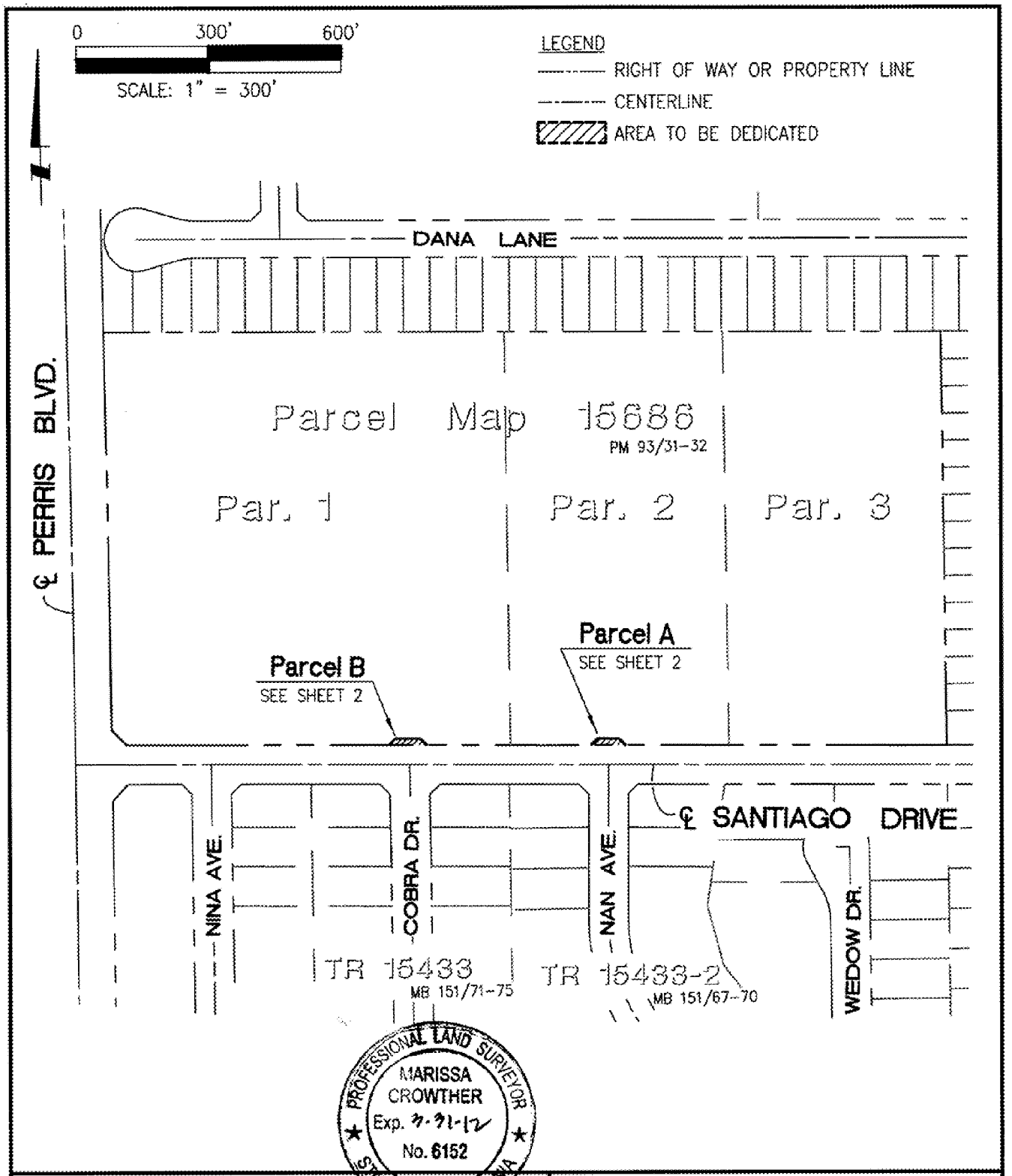

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:
S.B. & O., INC.
41689 ENTERPRISE CIRCLE NORTH
TEMECULA, CA 92590

MARISSA CROWTHER, PLS 6152 (EXP 3-31-12)

5-3-11
DATE

CITY OF MORENO VALLEY
CORPORATE YARD DRIVEWAY EASEMENTS

APRIL 2011	EXHIBIT "B"
SB&O, INC. JN 68251	SHEET 1 OF 2

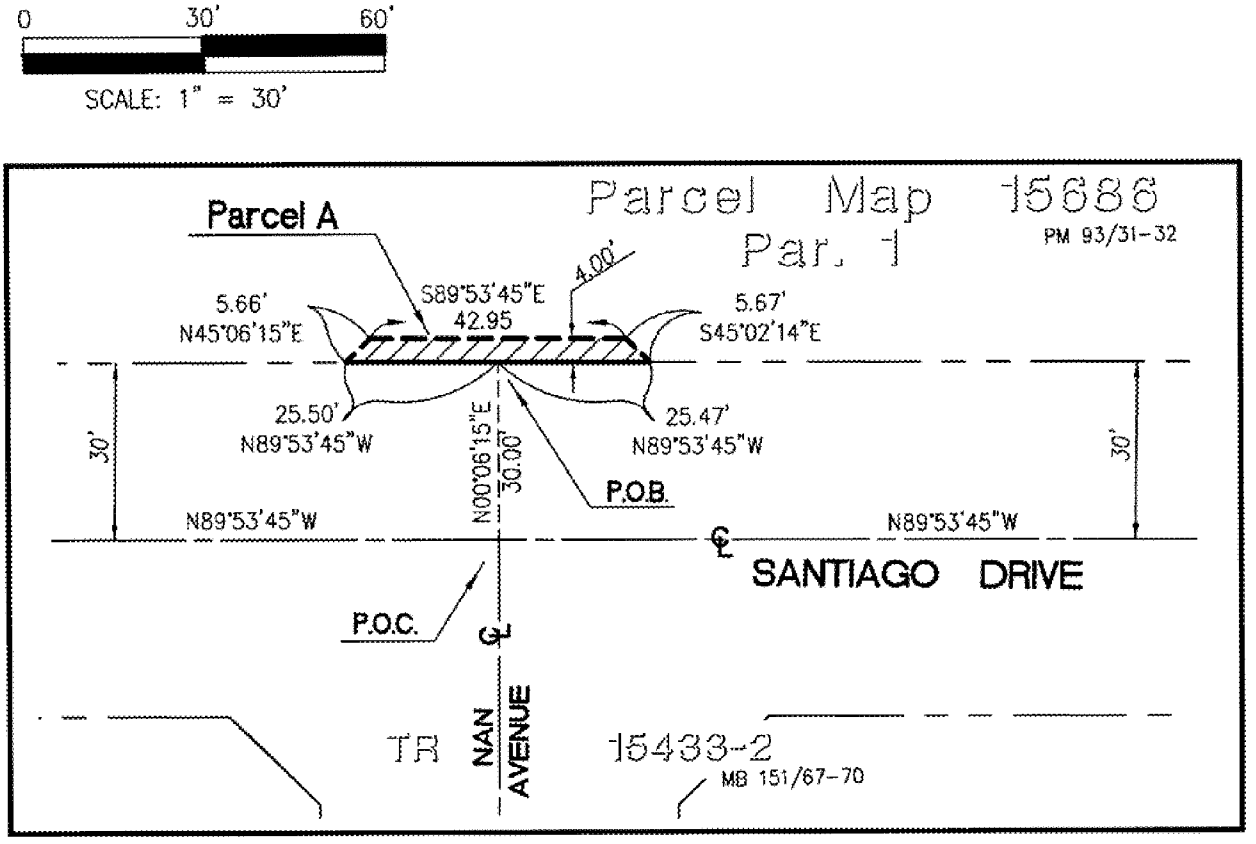

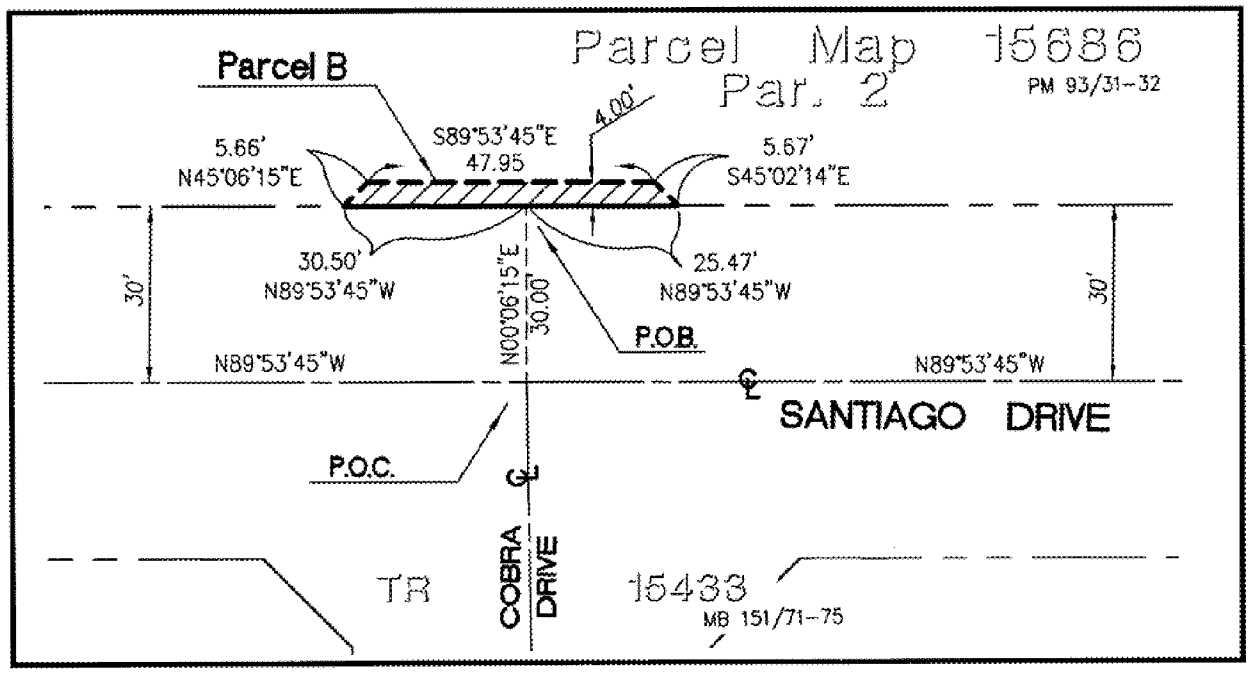

NOTES:

1. BEARINGS ARE BASED ON PARCEL MAP 15686.
2. P.O.C. INDICATES POINT OF COMMENCEMENT.
3. P.O.B. INDICATES POINT OF BEGINNING.

LEGEND

RIGHT OF WAY OR PROPERTY LINE

CENTERLINE

AREA TO BE DEDICATED

EXHIBIT "B"

SHEET 2 OF 2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated

areas. The Zone D program provides parkway landscape maintenance at the entry of a tract, around its perimeter, or in the median adjacent to the tract.

The Moreno Valley CSD provides services through full-cost recovery programs. The annual Zone D parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone D program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected tracts to seek approval for an increase to the annual charge to maintain services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Tracts 19862, 19912, 20941, 21737, 22371, and 31591 the opportunity to approve or reject the proposed increase in the CSD Zone D annual parcel charge. The proposed CSD Zone D annual charge for each tract is listed below.

Tract	Number of Parcels	Council District	Location *	2010/11 CSD Zone D Annual Parcel Charge	Proposed 2011/12 CSD Zone D Annual Parcel Charge
19862	35	1	On Ironwood at Weller Place	$150.80	$252.00
19912	138	4	Northwest of Kitching & Iris	84.50	129.00
20941	76	3	Northeast of Lasselle & Bay	104.98	166.00
21737	14	1	On Ironwood at Kilgore	214.04	431.00
22371	39	1	Southeast of Eucalyptus & Kitching	291.42	497.00
31591	33	3	Northwest of Eucalyptus & Morrison	462.70	628.00

* Maps identifying the parcels and landscaped areas are included with each mail ballot packet.

The CSD Zone D charges are subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 14, 2011 and the Public Hearing on June 28, 2011.

If a tract approves the proposed increase by a simple majority (50%+1) of the returned valid ballots, the proposed CSD Zone D parcel charge will be levied on the 2011/12 Riverside County property tax bill. If a tract does not approve the proposed increase by a simple majority of the returned valid ballots, the current CSD Zone D parcel charge shall continue to be levied on the property tax bill, which includes an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan, General Management Policy #2.30.

If revenues from a tract do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is no longer able to provide landscape maintenance services.

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballots, verify and accept the results of the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591 for the proposed increase in the CSD Zone D annual charges. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing**, tabulate the ballots, verify or accept the results of the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591 for the proposed increase in the CSD Zone D annual charges. *This alternative would be contrary to state statutes and would require that the noticing period for the mail ballot proceedings begin again.*

FISCAL IMPACT

There is no impact on the General Fund for the operation of the CSD Zone D program. The CSD provides services through various zones, such as Zone D (Parkway Landscape Maintenance), which are full-cost recovery programs. The collection of the CSD Zone D annual charges are restricted for landscape maintenance services and administration for the CSD Zone D program.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness

Continuation of the Zone D services in the landscaped areas of the selected tracts shall allow the CSD to maintain the current appearance of the area.

Revenue Diversification and Preservation
The proposed CSD Zone D annual charges for the selected tracts are based upon actual costs, which include maintenance and administration.

SUMMARY

Six Zone D tracts are being balloted to seek approval for an increase in their CSD Zone D annual charge. The action before the CSD Board is to accept public comments and tabulate the returned ballots for each tract.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected tracts. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone D service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each tract is included as Attachments 1 through 6.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Tract 19862
Attachment 2: Sample mail ballot packet for Tract 19912
Attachment 3: Sample mail ballot packet for Tract 20941
Attachment 4: Sample mail ballot packet for Tract 21737
Attachment 5: Sample mail ballot packet for Tract 22371
Attachment 6: Sample mail ballot packet for Tract 31591

Prepared by:
Jennifer Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19862 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19862 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $8.43 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 1

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19862 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19862. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $8.43 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19862 annual charge for standard landscape maintenance services is $150.80 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $252.00 per parcel. This equates to an estimated annual increase of approximately 67% or $101.20 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19862.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19862 es de $150.80 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $252.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 67% o $101.20 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19862.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$143.00
2007-08	$148.00
2008-09	$148.00
2009-10	$148.10
2010-11	$150.80

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $252.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $252.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

✔	A check mark substantially inside a box;
✕	An X mark substantially inside a box;
●	A dot or oval mark substantially inside a box;
■	A completely shaded or filled mark substantially inside a box;
✳	A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
	A circle around the box and/or associated clause; or
	A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 19862
FY 2011/12 BUDGET

LANDSCAPE AREA		8,805	Square Feet or
		0.20	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**252.00**	**or $21.00 per month**
Number of parcels		35	
Total Revenue	**$**	**8,820.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,472.48	
Water (Eastern Municipal Water District)		855.63	
Electricity		-	(Solar Powered)
Vandalism Repair		81.70	
Repair and Replacement/Miscellaneous Direct Expenses		650.29	
Landscape Inspectors/Technicians and Support Services		3,249.78	
Parts and Equipment		212.99	
Subtotal Direct Costs	$	7,522.87	
Indirect Costs			
Miscellaneous Indirect Expenses	$	154.12	
Special Districts Program Administration		377.95	
City Administration		762.88	
Subtotal Indirect Costs	$	1,294.95	
Total Expenses	**$**	**8,817.82**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement/Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19862
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		8,805	Pies Cuadrados
		0.20	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**252.00**	**o $21.00 mensual**
Números de parcelas		35	
Total de Ingresos	**$**	**8,820.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,472.48	
Agua (Eastern Municipal Water District)		855.63	
Electricidad (SCE)		-	(Reloj Solar)
Reparación de Vandalismo		81.70	
Reparación o Reemplazo/Egresos Misceláneos Directos		650.29	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		3,249.78	
Partes y Equipo		212.99	
Subtotal de Costos Directos	$	7,522.87	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	154.12	
Administración de Programa de Servicios Especiales		377.95	
Administración de la Ciudad		762.88	
Subtotal de Costos Indirectos	$	1,294.95	
Total de Egresos	**$**	**8,817.82**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

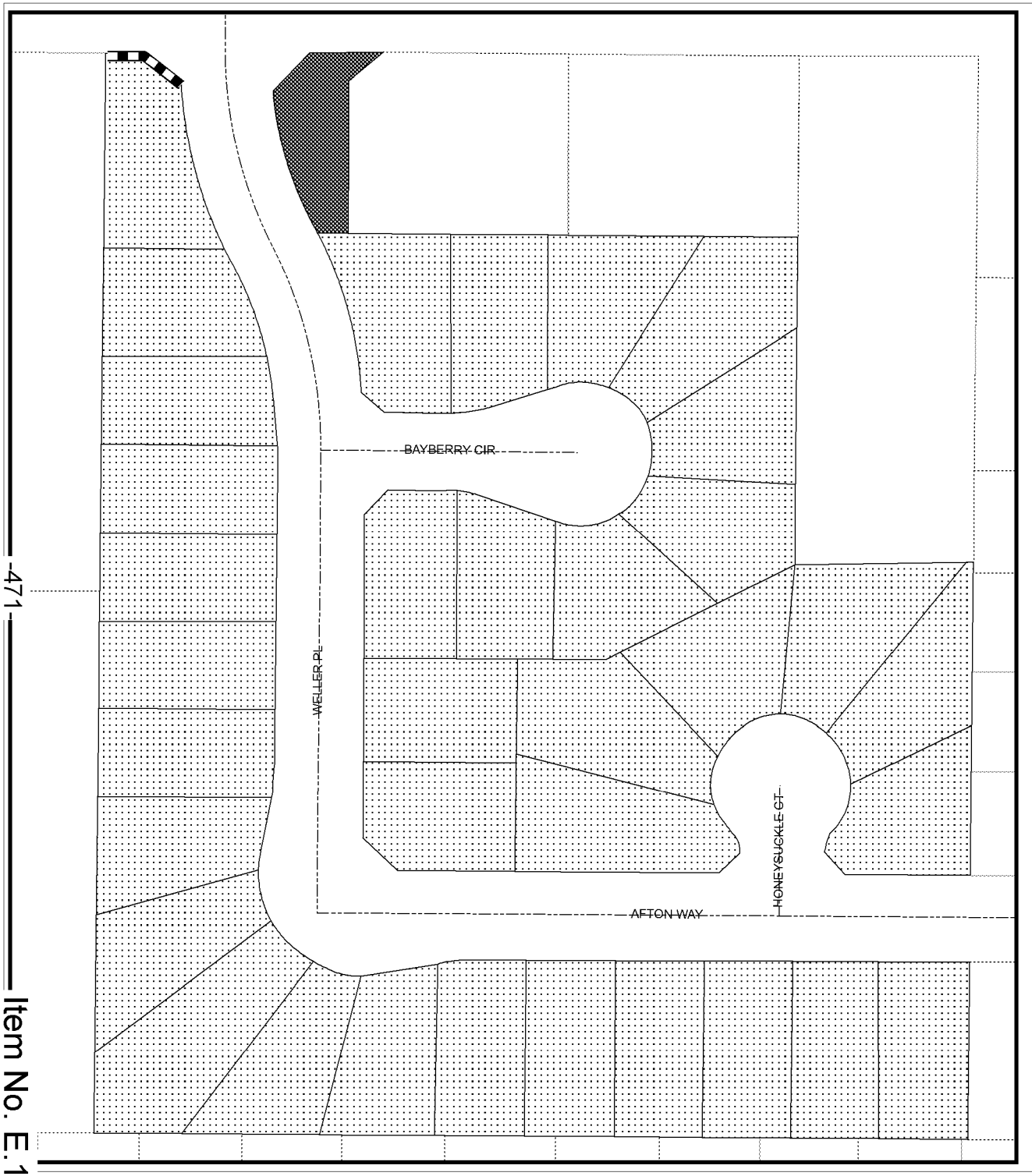

Tract/Fraccionamiento 19862

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 19862
- Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19912 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19912 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $3.71 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 2

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19912 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19912. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $3.71 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 19912 annual charge for standard landscape maintenance services is $84.50 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $129.00 per parcel. This equates to an estimated annual increase of approximately 53% or $44.50 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 19912.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19912 es de $84.50 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $129.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 53% o $44.50 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19912.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$77.00
2007-08	$80.00
2008-09	$83.00
2009-10	$83.00
2010-11	$84.50

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $129.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $129.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

✔	A check mark substantially inside a box;
✕	An X mark substantially inside a box;
●	A dot or oval mark substantially inside a box;
■	A completely shaded or filled mark substantially inside a box;
✳	A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
	A circle around the box and/or associated clause; or
	A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 19912
FY 2011/12 BUDGET

LANDSCAPE AREA		11,750	Square Feet or
		0.27	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**129.00**	**or $10.75 per month**
Number of parcels		138	
Total Revenue	**$**	**17,802.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	3,299.40	
Water (Eastern Municipal Water District)		3,135.21	
Electricity (SCE)		299.00	
Vandalism Repair		81.23	
Repair and Replacement/Miscellaneous Direct Expenses		1,368.27	
Landscape Inspectors/Technicians and Support Services		6,549.92	
Parts and Equipment		429.27	
Subtotal Direct Costs	$	15,162.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	310.64	
Special Districts Program Administration		761.76	
City Administration		1,537.58	
Subtotal Indirect Costs	$	2,609.98	
Total Expenses	**$**	**17,772.28**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 19912
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		11,750	Pies Cuadrados
		0.27	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**129.00**	**o $10.75 mensual**
Números de parcelas		138	
Total de Ingresos	**$**	**17,802.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	3,299.40	
Agua (Eastern Municipal Water District)		3,135.21	
Electricidad (SCE)		299.00	
Reparación de Vandalismo		81.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,368.27	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		6,549.92	
Partes y Equipo		429.27	
Subtotal de Costos Directos	$	15,162.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	310.64	
Administración de Programa de Servicios Especiales		761.76	
Administración de la Ciudad		1,537.58	
Subtotal de Costos Indirectos	$	2,609.98	
Total de Egresos	**$**	**17,772.28**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

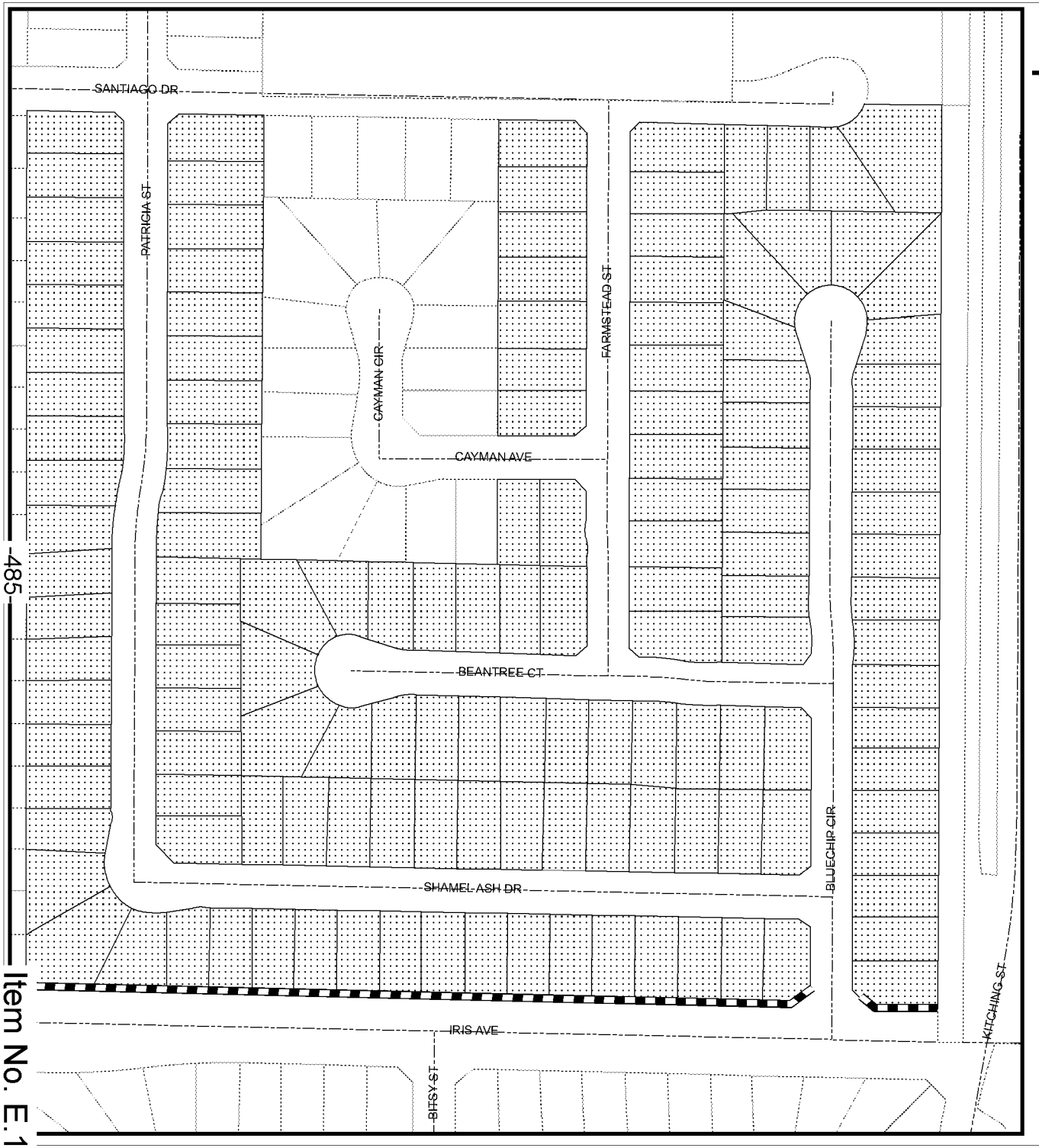

Tract/Fraccionamiento 19912

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 19912

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

N

0 150 300 450 600 Feet

G:\AVP\SDA\Zone D Tract 19912.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $101.20 per parcel **(approximately $8.43 per month)**. The increase will adjust the approved annual charge from $150.80 to $252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial **(aproximadamente $8.43 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $150.80 a $252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000313
JOSE LUIS CARRILLO

12113 WELLER PL
MORENO VALLEY CA 92557-7846

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 20941 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 20941 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $5.09 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 20941 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL
******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 20941. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $5.09 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

Current Charge

The 2010/11 Tract 20941 annual charge for standard landscape maintenance services is $104.98 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $166.00 per parcel. This equates to an estimated annual increase of approximately 58% or $61.02 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 20941.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 20941 es de $104.98 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $166.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 58% o $61.02 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 20941.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$96.00
2007-08	$99.00
2008-09	$103.00
2009-10	$103.10
2010-11	$104.98

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $166.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $166.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

✔	A check mark substantially inside a box;
✕	An X mark substantially inside a box;
●	A dot or oval mark substantially inside a box;
■	A completely shaded or filled mark substantially inside a box;
✳	A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
	A circle around the box and/or associated clause; or
	A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 20941
FY 2011/12 BUDGET

LANDSCAPE AREA		9,600	Square Feet or
		0.22	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**166.00**	**or $13.83 per month**
Number of parcels		76	
Total Revenue	**$**	**12,616.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	2,695.68	
Water (Eastern Municipal Water District)		1,132.40	
Electricity (SCE)		301.07	
Repair and Replacement/Miscellaneous Direct Expenses		1,676.36	
Landscape Inspectors/Technicians and Support Services		4,646.84	
Parts and Equipment		304.55	
Subtotal Direct Costs	$	10,756.90	
Indirect Costs			
Miscellaneous Indirect Expenses	$	220.38	
Special Districts Program Administration		540.43	
City Administration		1,090.83	
Subtotal Indirect Costs	$	1,851.64	
Total Expenses	**$**	**12,608.54**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 20941
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		9,600	Pies Cuadrados
		0.22	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**166.00**	**o $13.83 mensual**
Números de parcelas		76	
Total de Ingresos	**$**	**12,616.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	2,695.68	
Agua (Eastern Municipal Water District)		1,132.40	
Electricidad (SCE)		301.07	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,676.36	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		4,646.84	
Partes y Equipo		304.55	
Subtotal de Costos Directos	$	10,756.90	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	220.38	
Administración de Programa de Servicios Especiales		540.43	
Administración de la Ciudad		1,090.83	
Subtotal de Costos Indirectos	$	1,851.64	
Total de Egresos	**$**	**12,608.54**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

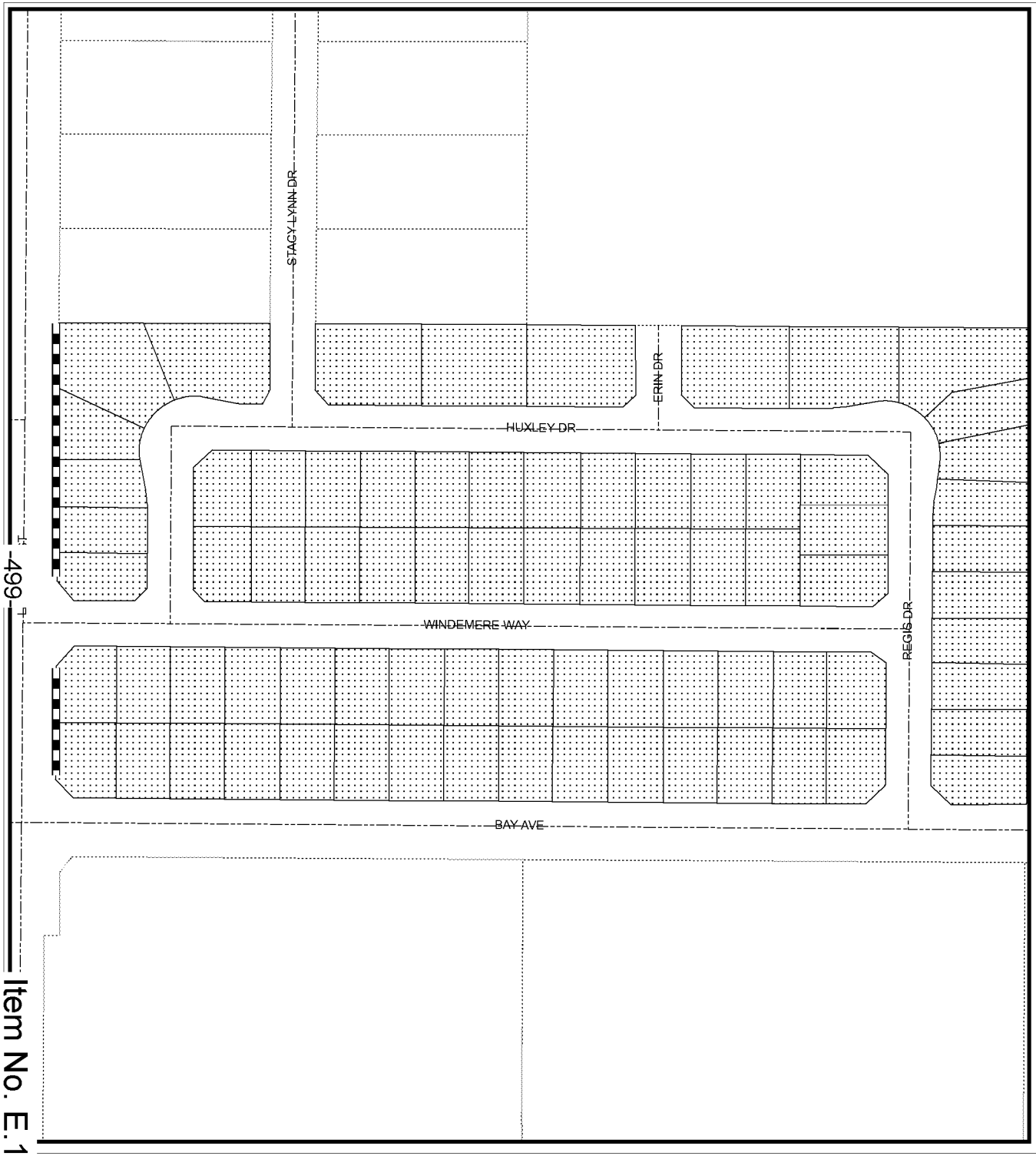

Tract/Fraccionamiento 20941

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 20941

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

N

0 145 290 435 580 Feet

G:\AVP\SDA\Zone D Tract 20941.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. «PARCEL»
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 20941 «APNI»

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si** «APNY»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

Yes, ***I approve*** the increase in the annual charge for Zone D services of $61.02 per parcel **(approximately $5.09 per month)**. The increase will adjust the approved annual charge from $104.98 to $166.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela **(aproximadamente $5.09 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $104.98 a $166.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No** «APNN»

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO **DATE/FECHA**

No, ***I do not approve*** the increase in the annual charge for Zone D services of $61.02 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $61.02 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

«endorse» «sequence»
«Owner1»
«co»
«MAIL_TO_STREET_ADDRESS»
«MAIL_TO_CITY» «State» «zip»

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 21737 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 21737 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $21.63 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 21737 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 21737. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $21.63 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 21737 annual charge for standard landscape maintenance services is $214.04 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $468.00 per parcel. This equates to an estimated annual increase of approximately 119% or $253.96 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 21737.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 21737 es de $214.04 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $468.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 119% o $253.96 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 21737.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$196.00
2007-08	$202.00
2008-09	$210.00
2009-10	$210.20
2010-11	$214.04

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $468.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $468.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 21737
FY 2011/12 BUDGET

LANDSCAPE AREA		3,920	Square Feet or
		0.09	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**431.00**	**or $35.92 per month**
Number of parcels		14	
Total Revenue	**$**	**6,034.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	1,100.76	
Water (Eastern Municipal Water District)		515.51	
Electricity (SCE)		299.23	
Repair and Replacement/Miscellaneous Direct Expenses		862.83	
Landscape Inspectors/Technicians and Support Services		2,223.83	
Parts and Equipment		145.75	
Subtotal Direct Costs	$	5,147.91	
Indirect Costs			
Miscellaneous Indirect Expenses	$	105.47	
Special Districts Program Administration		258.63	
City Administration		522.04	
Subtotal Indirect Costs	$	886.14	
Total Expenses	**$**	**6,034.05**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 21737
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,920	Pies Cuadrados
		0.09	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**431.00**	**o $35.92 mensual**
Números de parcelas		14	
Total de Ingresos	**$**	**6,034.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	1,100.76	
Agua (Eastern Municipal Water District)		515.51	
Electricidad (SCE)		299.23	
Reparación o Reemplazo/Egresos Misceláneos Directos		862.83	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		2,223.83	
Partes y Equipo		145.75	
Subtotal de Costos Directos	$	5,147.91	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	105.47	
Administración de Programa de Servicios Especiales		258.63	
Administración de la Ciudad		522.04	
Subtotal de Costos Indirectos	$	886.14	
Total de Egresos	**$**	**6,034.05**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

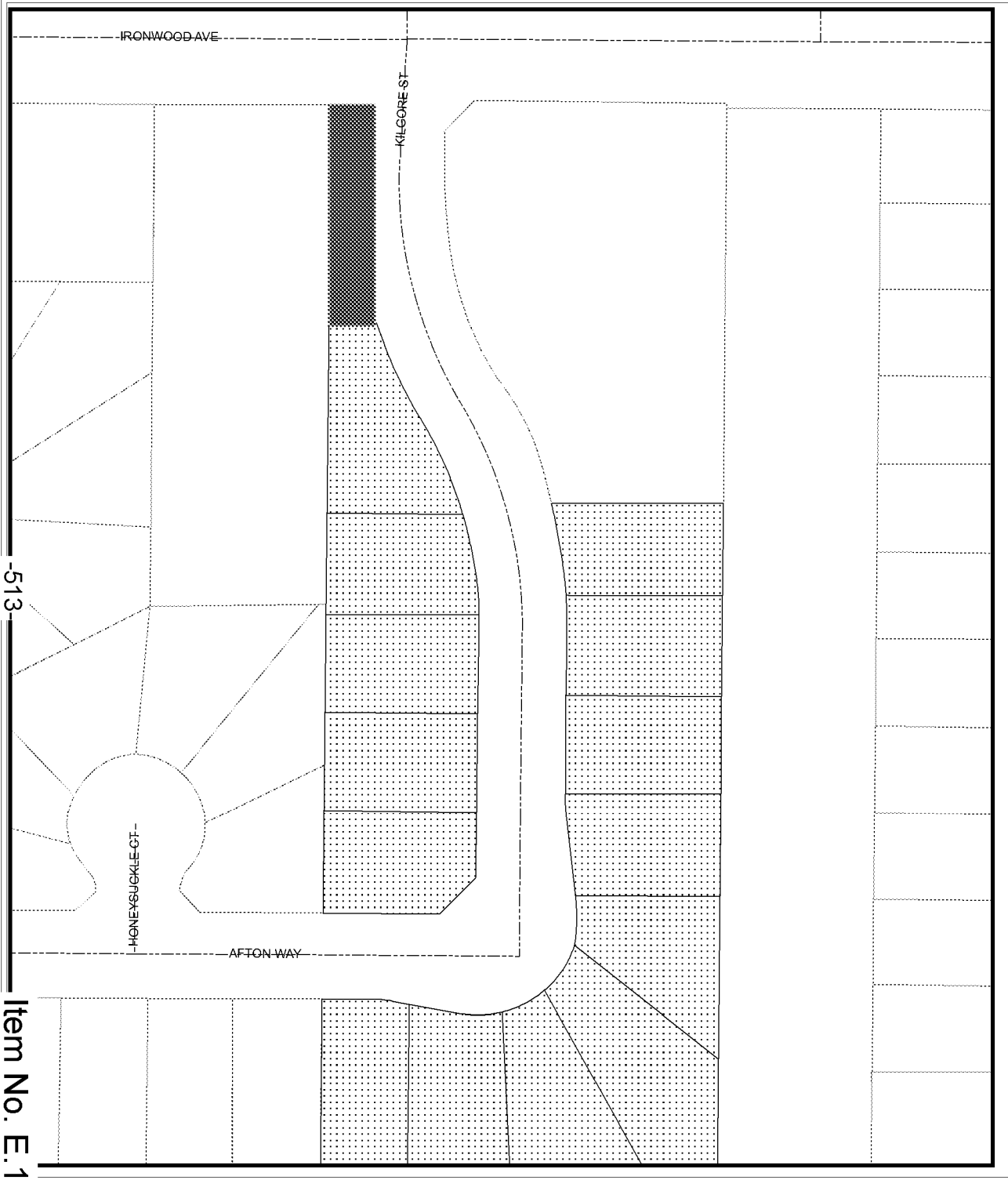

Tract/Fraccionamiento 21737

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 21737
- Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of April 4, 2011.

N

0 75 150 225 300 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341024
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 21737

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $216.96 per parcel **(approximately $18.08 per month)** The increase will adjust the approved annual charge from $214.04 to $431.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela **(aproximadamente $18.08 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $214.04 a $431.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $216.96 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $216.96 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000295
MANUEL ENRIGUEZ

24697 AFTON WAY
MORENO VALLEY CA 92557-7842

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 22371 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 22371 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $20.72 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 5

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 22371 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 22371. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $20.72 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 22371 annual charge for standard landscape maintenance services is $291.42 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $540.00 per parcel. This equates to an estimated annual increase of approximately 85% or $248.58 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 22371.

Per Parcel	
Fiscal Year	**Annual Charge**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 22371 es de $291.42 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $540.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 85% o $248.58 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 22371.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2006-07	$265.00
2007-08	$274.00
2008-09	$286.00
2009-10	$286.20
2010-11	$291.42

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $540.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $540.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 22371
FY 2011/12 BUDGET

LANDSCAPE AREA		17,844	Square Feet or
		0.41	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**497.00**	**or $41.42 per month**
Number of parcels		39	
Total Revenue	**$**	**19,383.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	5,010.60	
Water (Eastern Municipal Water District)		2,199.50	
Electricity (SCE)		302.38	
Repair and Replacement/Miscellaneous Direct Expenses		1,406.96	
Landscape Inspectors/Technicians and Support Services		7,139.29	
Parts and Equipment		467.90	
Subtotal Direct Costs	$	16,526.63	
Indirect Costs			
Miscellaneous Indirect Expenses	$	338.59	
Special Districts Program Administration		830.31	
City Administration		1,675.93	
Subtotal Indirect Costs	$	2,844.83	
Total Expenses	**$**	**19,371.46**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 22371
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		17,844	Pies Cuadrados
		0.41	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**497.00**	**o $41.42 mensual**
Números de parcelas		39	
Total de Ingresos	**$**	**19,383.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	5,010.60	
Agua (Eastern Municipal Water District)		2,199.50	
Electricidad (SCE)		302.38	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,406.96	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,139.29	
Partes y Equipo		467.90	
Subtotal de Costos Directos	$	16,526.63	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	338.59	
Administración de Programa de Servicios Especiales		830.31	
Administración de la Ciudad		1,675.93	
Subtotal de Costos Indirectos	$	2,844.83	
Total de Egresos	**$**	**19,371.46**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

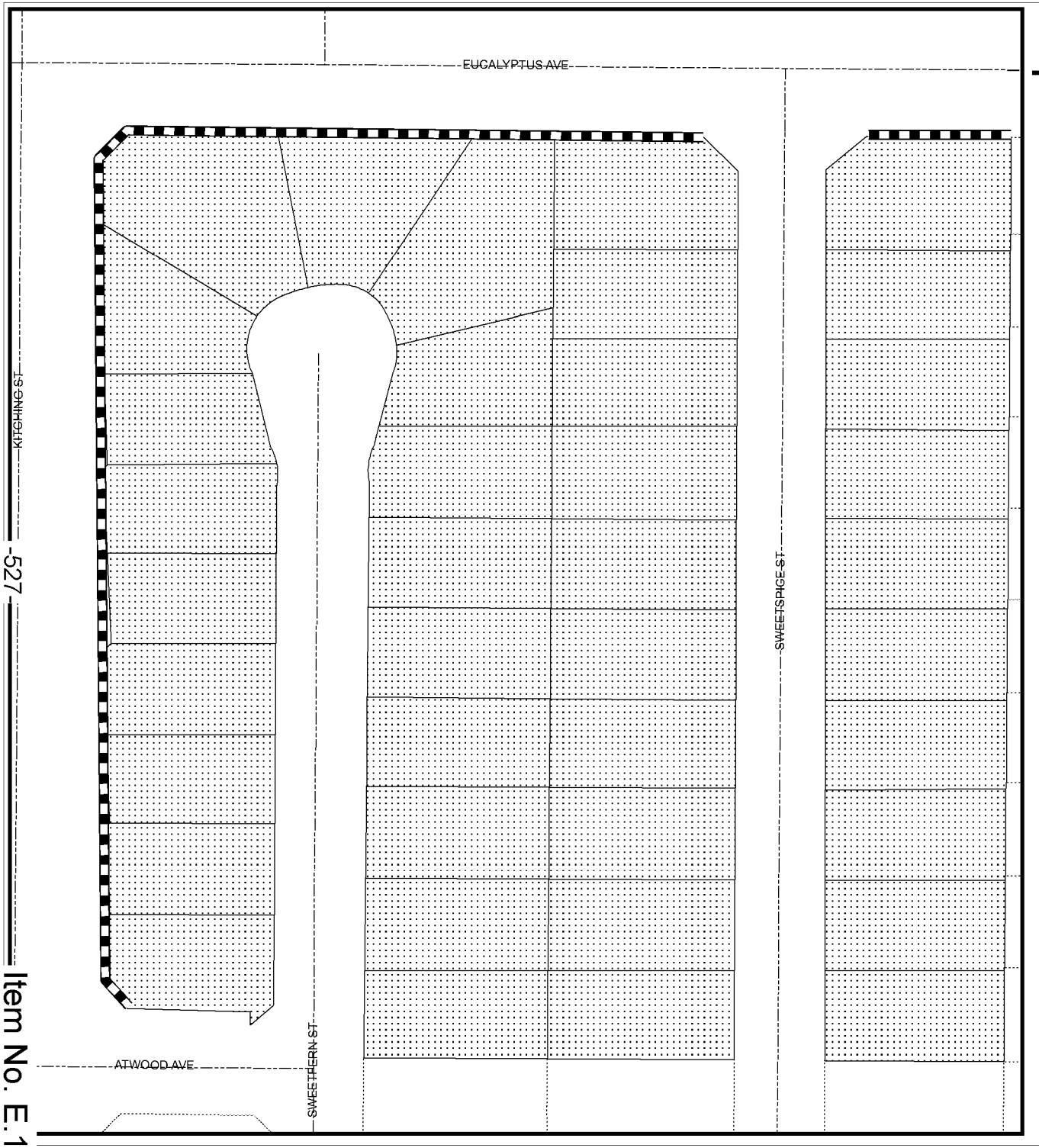

Tract/Fraccionamiento 22371

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 22371

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 75 150 225 300 Feet

G:\AVP\SDA\Zone D Tract 22371.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 479524018
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 22371

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $205.58 per parcel **(approximately $17.13 per month)**. The increase will adjust the approved annual charge from $291.42 to $497.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela **(aproximadamente $17.13 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $291.42 a $497.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $205.58 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $205.58 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 31591 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 31591 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately $18.19 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 6

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 31591 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 31591. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $18.19 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona Des un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

Current Charge

The 2010/11 Tract 31591 annual charge for standard landscape maintenance services is $462.70 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is $1,104,179.22.

Proposed Charge

To meet current costs, the Zone D annual charges are proposed to be adjusted to $681.00 per parcel. This equates to an estimated annual increase of approximately 47% or $218.30 per parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone D Parcel Charge History

The following table sets forth the history of the annual Zone D charge for Tract 31591.

Per Parcel	
Fiscal Year	**Annual Charge**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 31591 es de $462.70 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de $1,104,179.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $681.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 47% o $218.30 por parcela.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona D

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 31591.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2007-08	$454.00
2008-09	$454.00
2009-10	$454.40
2010-11	$462.70

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $681.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $681.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE D, TRACT 31591
FY 2011/12 BUDGET

LANDSCAPE AREA		16,445	Square Feet or
		0.38	Acres
REVENUES			
Proposed Annual Zone D Charge	**$**	**628.00**	**or $52.33 per month**
Number of parcels		33	
Total Revenue	**$**	**20,724.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	4,617.60	
Water (Eastern Municipal Water District)		3,043.65	
Electricity (SCE)		306.94	
Vandalism Repair		93.02	
Repair and Replacement/Miscellaneous Direct Expenses		1,467.38	
Landscape Inspectors/Technicians and Support Services		7,626.86	
Parts and Equipment		499.85	
Subtotal Direct Costs	$	17,655.30	
Indirect Costs			
Miscellaneous Indirect Expenses	$	361.71	
Special Districts Program Administration		887.01	
City Administration		1,790.39	
Subtotal Indirect Costs	$	3,039.11	
Total Expenses	**$**	**20,694.41**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA D, FRACCIONAMIENTO 31591
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		16,445	Pies Cuadrados
		0.38	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona D	**$**	**628.00**	**o $52.33 mensual**
Números de parcelas		33	
Total de Ingresos	**$**	**20,724.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	4,617.60	
Agua (Eastern Municipal Water District)		3,043.65	
Electricidad (SCE)		306.94	
Reparación de Vandalismo		93.02	
Reparación o Reemplazo/Egresos Misceláneos Directos		1,467.38	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		7,626.86	
Partes y Equipo		499.85	
Subtotal de Costos Directos	$	17,655.30	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	361.71	
Administración de Programa de Servicios Especiales		887.01	
Administración de la Ciudad		1,790.39	
Subtotal de Costos Indirectos	$	3,039.11	
Total de Egresos	**$**	**20,694.41**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debidc tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE D (Parkway Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	7 applications per year	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed	As needed
Pesticides:			
Shrubs/Ground Covers (pre-emergent)	2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers (insect/disease control)	As needed	As needed (budget permitting)	N/A
Shrubs/Ground Covers (vertebrate pest control)	As needed	As needed (budget permitting)	N/A
Turf (weed control)	As needed	As needed (budget permitting)	N/A
Turf (vertebrate pest control)	As needed	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA D (Mantenimiento de Área Ajardinada) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario	Como sea necesario
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

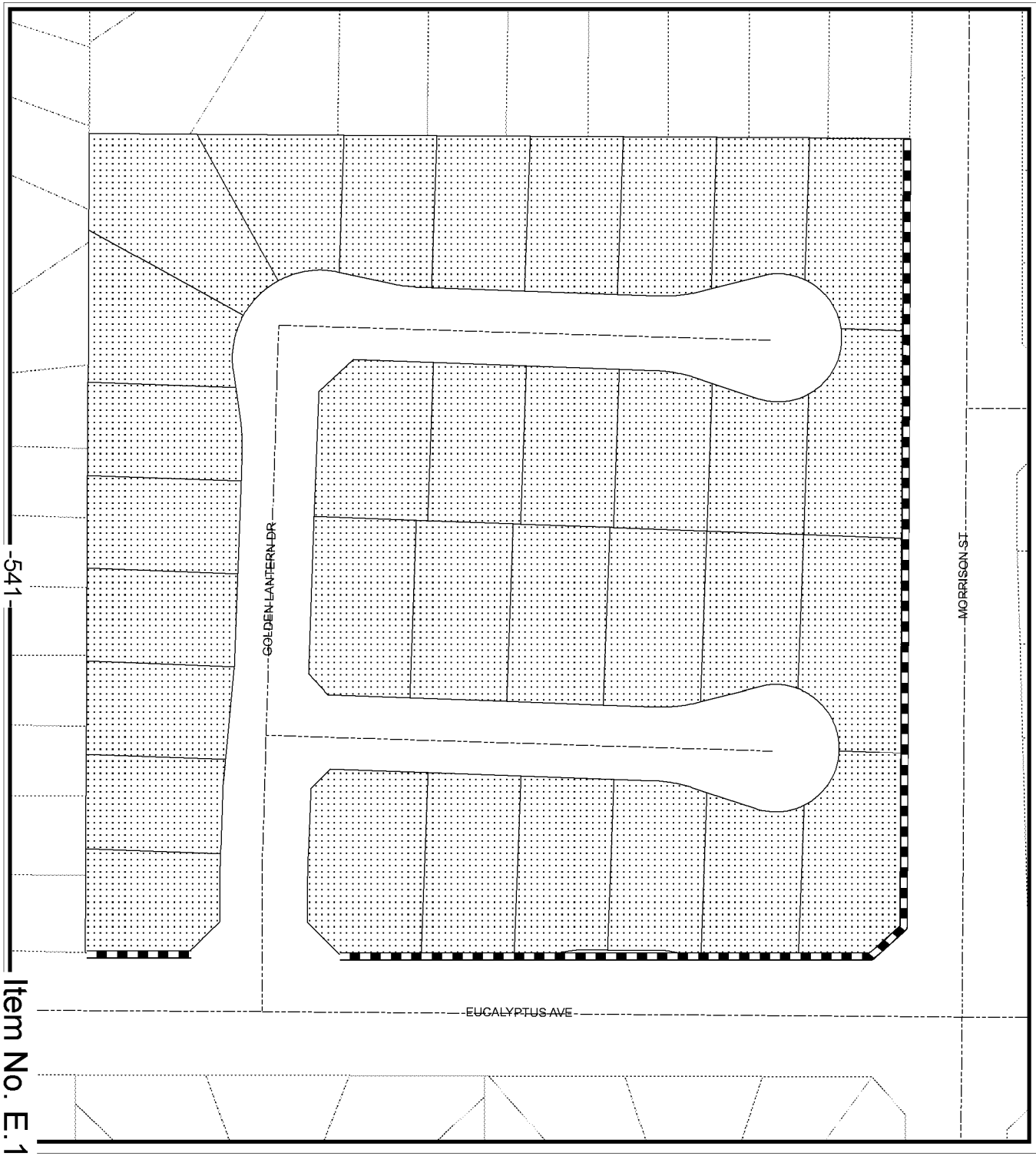

Tract/Fraccionamiento 31591

- Median/Camellon
- Landscaped Areas/Areas de jardin
- Roads/Calles
- Parcels/Parcelas
- City Boundary/Limite de la ciudad
- Tract/Fraccionamiento 31591

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

N

0 85 170 255 340 Feet

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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 487310027
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 31591

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone D services of $165.30 per parcel **(approximately $13.78 per month)**. The increase will adjust the approved annual charge from $462.70 to $628.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela **(aproximadamente $13.78 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $462.70 a $628.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone D services of $165.30 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona D de $165.30 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000332
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106
CORONA CA 92879-6572

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to commercial and residential properties in designated areas that have landscaped perimeters, open space, medians, and/or entry statements.

The CSD provides extensive landscape maintenance to the landscape areas in Zones E-1, E-2, E-3A, and E-4. Special Districts staff manages private landscape maintenance firms to ensure landscape preservation activities are completed on a regular schedule. Landscape maintenance includes mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

DISCUSSION

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone E program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected zones to seek approval for an increase in the annual charge to maintain landscape services at the standard service level.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, mail ballot proceedings are being conducted to allow property owners within Zones E-1, E-2, E-3A, and E-4 the opportunity to approve or reject the proposed increase in the CSD Zone E annual parcel charge. The proposed CSD Zone E parcel charges for each zone are listed below.

CSD Zone	2010/11 CSD Zone E Annual Parcel Charge			Proposed 2011/12 CSD Zone E Annual Parcel Charge		
	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped	Per Condo Unit	Per Acre	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped	Per Condo Unit	Per Acre

	Parcels			Parcels		
E-1	$126.36	$57.02	$505.44	$152.00	$69.00	$608.00
E-2	398.46	N/A	N/A	518.00	N/A	N/A
E-3A	67.20	N/A	N/A	108.00	N/A	N/A
E-4	110.00	N/A	440.00	240.00	N/A	960.00

The CSD Zone E charges may be subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The proposed increase in the CSD Zone E (extensive landscape maintenance) parcel charge for each designated sub-zone will be annually levied through the property tax bill process if a simple majority (50%+1) of the returned valid ballots are marked in favor of the increase.

If a majority of the returned valid ballots do not approve the proposed annual parcel charge for a designated sub-zone, the parcel charge shall continue to be levied on the property tax bill at the current rate, which may include an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone E (Extensive Parkway Landscape Maintenance) Service Plan, General Management Policy #2.41. If revenues from a sub-zone do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is no longer able to provide landscape maintenance services.

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballots, verify and accept the results of the mail ballot proceedings for Zones E-1, E-2, E-3A, and E-4 for the proposed increase in the CSD Zone E annual charges. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing**, tabulate the ballots, verify or accept the results of the mail ballot proceedings for Zones E-1, E-2, E-3A, and E-4 for the proposed increase in the CSD Zone E annual charges. *This alternative would be contrary to state statutes and would require that the noticing period for the mail ballot proceedings begin again.*

FISCAL IMPACT

There is no impact on the General Fund for the operation of the Community Services District Zone E program. The CSD provides services through various zones, such as Zone E (Extensive Landscape Maintenance), which is a full-cost

recovery program. The collection of the CSD Zone E annual charge is restricted for landscape maintenance services and administration of the Zone E program.

CITY COUNCIL GOALS

Revenue Diversification and Preservation
The proposed increase in the CSD Zone E parcel charges for Zones E-1, E-2, E-3A, and E-4 are based upon actual costs, which include maintenance and administration.

Community Image, Neighborhood Pride and Cleanliness
Continuation of the Zone E services in the landscaped areas within the described sub-zones will allow the CSD to maintain the current appearance of the areas.

SUMMARY

The CSD is balloting Zones E-1, E-2, E-3A, and E-4 to seek approval for an increase in the CSD Zone E annual charges. The action before the CSD Board is to accept public comments regarding the mail ballot proceeding and tabulate the returned ballots for Zones E-1, E-2, E-3A, and E-4.

NOTIFICATION

On May 9, 2011, a ballot packet was mailed to each property owner within the affected sub-zones. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone E service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each sub-zone is included as Attachments 1 through 4.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and again on June 16, 2011.

ATTACHMENTS

Attachment 1: Sample mail ballot packet for Zone E-1
Attachment 2: Sample mail ballot packet for Zone E-2
Attachment 3: Sample mail ballot packet for Zone E-3A
Attachment 4: Sample mail ballot packet for Zone E-4

Prepared by:
Jennifer Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Council Action

Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone E\Zone E PH Stfrpt 06.28.11.doc

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TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-1 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-1 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $2.14 per month** to meet current costs. The Zone E-1 charges will be collected on the County of Riverside property tax bills. The Zone E-1 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-1 are divided proportionally by the number of parcels, acres, or condo units to determine the annual charge per parcel, acre, or condo unit.

ATTACHMENT 1

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-1. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $2.14 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-1 son divididos en proporción al número de parcelas, unidades de condominio y acres para determinar el costo anual por parcela, unidades de condominio y acre.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-1 annual charges for standard landscape maintenance services are $126.36 per residential parcel, $505.44 per acre for nonresidential or undeveloped parcels, or $57.02 per condo unit. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-1 program for FY 2010/11 is $281,584.08.

Proposed Charge

To meet current costs, the Zone E-1 charges are proposed to be adjusted to $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit. This equates to an estimated annual increase of approximately 20% or $25.64 per residential parcel, $102.56 per acre for nonresidential or undeveloped parcels, or $11.98 per condo unit.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-1 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)		Per Condo Unit	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-1 es de $126.36 por parcela residencial, $505.44 por acre no residencial o parcelas subdesarrolladas, o $57.02 por unidad de condominio. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-1 durante el año fiscal 2010/11 es de $281,584.08.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-1 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio. Este ajuste equivaldría a un aumento anual aproximado de 20% o $25.64 por parcela residencial, $102.56 por acre no residencial o parcelas subdesarrolladas y $11.98 por unidad de condominio.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-1

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)		Por Unidad de Condominio	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2005-06	$110.00	2005-06	$440.00	2005-06	N/A
2006-07	$115.00	2006-07	$460.00	2006-07	N/A
2007-08	$119.00	2007-08	$476.00	2007-08	N/A
2008-09	$124.00	2008-09	$496.00	2008-09	$56.00
2009-10	$124.10	2009-10	$496.40	2009-10	$56.00
2010-11	$126.36	2010-11	$505.44	2010-11	$57.02

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approves the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $152 per residential parcel, $608 per acre for nonresidential or undeveloped parcels, or $69 per condo unit shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $152 por parcela residencial, $608 por acre no residencial o parcelas subdesarrolladas y $69 por unidad de condominio será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-1
FY 2011/12 BUDGET

LANDSCAPE AREA		442,569	Square Feet or
		10.16	Acres
REVENUES			
Single Family Parcels (1,042)	**$**	**152.00**	**or $12.67 per month**
Condo Units (67)	**$**	**69.00**	**or $5.75 per month**
Nonresidential/undeveloped Acres (289.19 acres)	**$**	**608.00**	**or $50.67 per month**
Total Revenue	**$**	**338,834.52**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	88,430.00	
Water (Eastern Municipal Water District)		69,200.00	
Electricity (SCE)		4,000.00	
Vandalism Repair		3,400.00	
Repair and Replacement		40,143.52	
Other (mulching, plant material replacement, etc.)		25,400.00	
Landscape Inspectors/Technicians and Support Services		65,511.00	
Parts and Equipment/Miscellaneous Direct Expenses		14,383.00	
Subtotal Direct Costs	$	310,467.52	
Indirect Costs			
Miscellaneous Indirect Expenses	$	2,625.00	
Special Districts Program Administration		8,256.31	
City Administration		17,485.69	
Subtotal Indirect Costs	$	28,367.00	
Total Expenses	**$**	**338,834.52**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-1
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		442,569	Pies Cuadrados
		10.16	Acres
INGRESOS			
Parcelas de Unidades Familiar (1042)	**$**	**152.00**	**o $12.67 mensual**
Unidades de Condominio (67)	**$**	**69.00**	**o $5.75 mensual**
Acres No Residenciales o Subdesarrollados (289.19 acres)	**$**	**608.00**	**o $50.67 mensual**
Total de Ingresos	**$**	**338,834.52**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	88,430.00	
Agua (Eastern Municipal Water District)		69,200.00	
Electricidad (SCE)		4,000.00	
Reparación de Vandalismo		3,400.00	
Reparación o Reemplazo		40,143.52	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		25,400.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		65,511.00	
Partes y Equipo/Egresos Misceláneos Directos		14,383.00	
Subtotal de Costos Directos	$	310,467.52	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	2,625.00	
Administración de Programa de Servicios Especiales		8,256.31	
Administración de la Ciudad		17,485.69	
Subtotal de Costos Indirectos	$	28,367.00	
Total de Egresos	**$**	**338,834.52**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-1 • Towngate

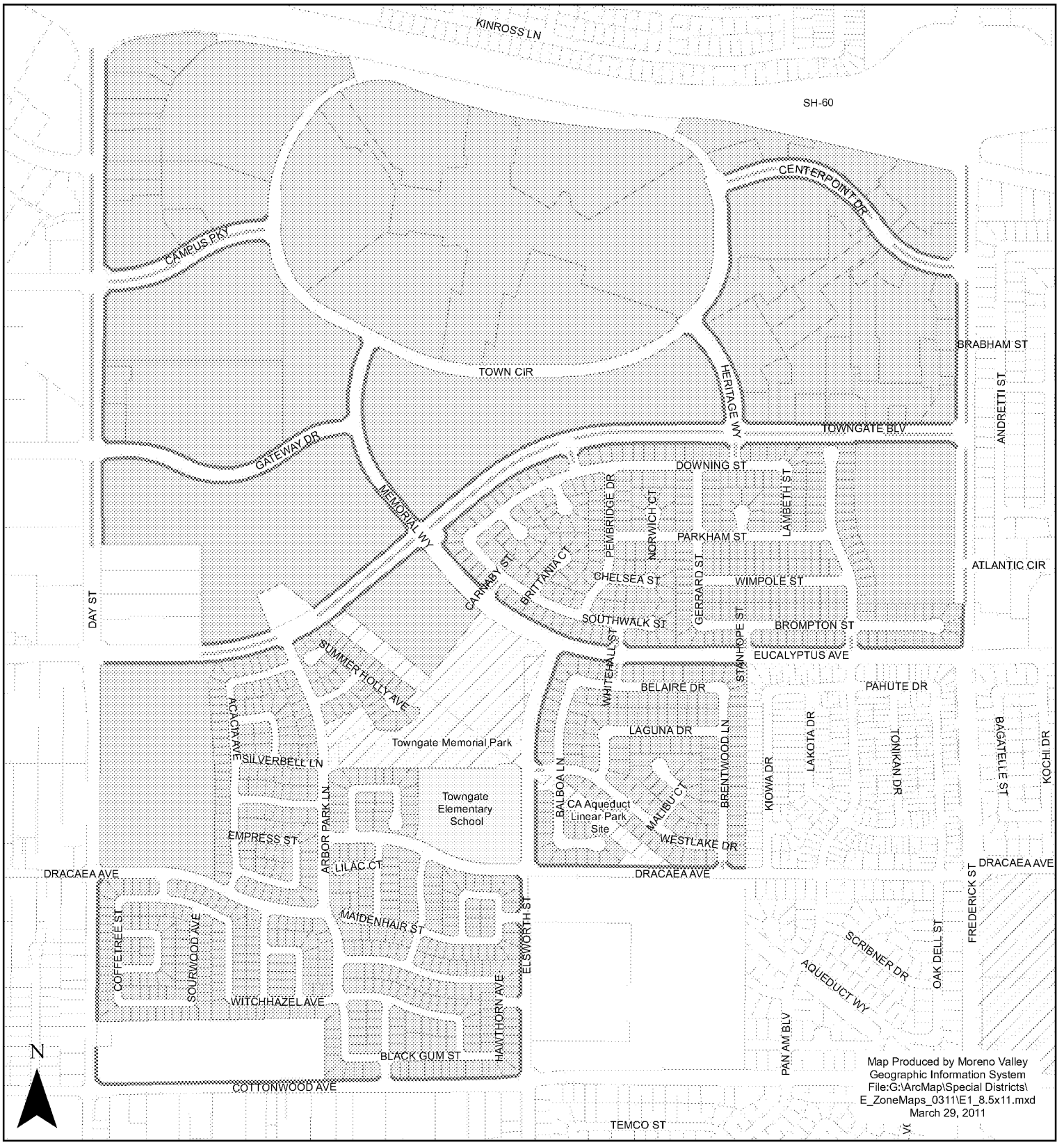

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Median *(Medianas Ajardinadas)*

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-1 Parcels *(Zona E-1 Parcelas)*

MORENO VALLEY WEST

Item No. E.2

MV00110040

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 291535016
CSD ZONE E-1 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-1 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-1. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel **(approximately $2.14 per month)**. The increase will adjust the approved annual charge from $126.36 to $152.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial **(aproximadamente $2.14 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $126.36 a $152.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-1 services of $25.64 per residential parcel. I understand landscaping services for Zone E-1 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-1 de $25.64 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-1 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

MIXED AADC 923 0001169
FEDERAL NATL MORTGAGE ASSN
C/O IBM LENDER BUSINESS PROC SVCS
14523 SW MILLIKAN WAY STE 200
BEAVERTON OR 97005-2352

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-2 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-2 annual charges. If approved, beginning in FY 2011/12 annual charge shall be **increased by approximately $9.96 per month per residential parcel or Equivalent Dwelling Unit (EDU) for undeveloped parcels** to meet current costs. The Zone E-2 charge is collected on the County of Riverside property tax bills. The Zone E-2 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-2 are divided proportionally by the number of residential parcels or EDUs to determine the annual charge per parcel or EDU.

ATTACHMENT 2

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-2

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-2. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual **por parcela residencial o Unidad de Vivencia Equivalente en parcelas subdesarrolladas (UVE) aumentara aproximadamente $9.96 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-2 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-2 son divididos en proporción al número de parcelas residenciales o UVE's para determinar el costo anual por parcela residencial o UVE.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize these cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-2 annual charges for standard landscape maintenance services are $398.46 per residential parcel or EDU. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-2 program for FY 2010/11 is $480,941.22.

Proposed Charge

To meet current costs, the Zone E-2 charges are proposed to be adjusted to $518.00 per residential parcel or EDU. This equates to an estimated annual increase of approximately 30% or $119.54 per residential parcel or EDU.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-2 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Equivalent Dwelling Unit (Undeveloped Parcels)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-2 es de $398.46 por parcela residencial o UVE. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-2 durante el año fiscal 2010/11 es de $480,941.22.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-2 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $518.00 por parcela residencial o UVE. Este ajuste equivaldría a un aumento anual aproximado de 30% o $119.54 por parcela residencial o UVE.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-2

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Unidad de Vivienda Equivalente (Parcelas Subdesarrolladas)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$375.00	2007-08	$375.00
2008-09	$391.00	2008-09	$391.00
2009-10	$391.30	2009-10	$391.30
2010-11	$398.46	2010-11	$398.46

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $518.00 per residential parcel or EDU shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $518 por parcela residencial o UVE será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-2
FY 2011/12 BUDGET

LANDSCAPE AREA	3,574,098	Square Feet or
	82.05	Acres
REVENUES		
Proposed Annual Zone E-2 Charge	**$ 518.00**	**or $43.16 per month**
Number of parcels/EDUs	1,207	
Total Revenue	**$ 625,226.00**	
EXPENSES		
Direct Costs		
Base Maintenance Contract	$ 188,400.00	
Water (Eastern Municipal Water District)	105,300.00	
Electricity (SCE)	6,300.00	
Vandalism Repair	5,400.00	
Repair and Replacement	94,070.00	
Other (mulching, plant material replacement, etc.)	47,700.00	
Landscape Inspectors/Technicians and Support Services	114,929.00	
Parts and Equipment/Miscellaneous Direct Expenses	14,284.00	
Subtotal Direct Costs	$ 576,383.00	
Indirect Costs		
Miscellaneous Indirect Expenses	$ 4,602.00	
Special Districts Program Administration	13,565.66	
City Administration	30,675.34	
Subtotal Indirect Costs	$ 48,843.00	
Total Expenses	**$ 625,226.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-2
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		3,574,098	Pies Cuadrados
		82.05	Acres
INGRESOS			
Cargo Anual Propuesto para la Zona E-2	**$**	**518.00**	**o $43.16 mensual**
Números de parcelas/UVE		**1,207.00**	
Total de Ingresos	**$**	**625,226.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	188,400.00	
Agua (Eastern Municipal Water District)		105,300.00	
Electricidad (SCE)		6,300.00	
Reparación de Vandalismo		5,400.00	
Reparación o Reemplazo		94,070.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		47,700.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		114,929.00	
Partes y Equipo/Egresos Misceláneos Directos		14,284.00	
Subtotal de Costos Directos	$	576,383.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	4,602.00	
Administración de Programa de Servicios Especiales		13,565.66	
Administración de la Ciudad		30,675.34	
Subtotal de Costos Indirectos	$	48,843.00	
Total de Egresos	**$**	**625,226.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-2 • Hidden Springs

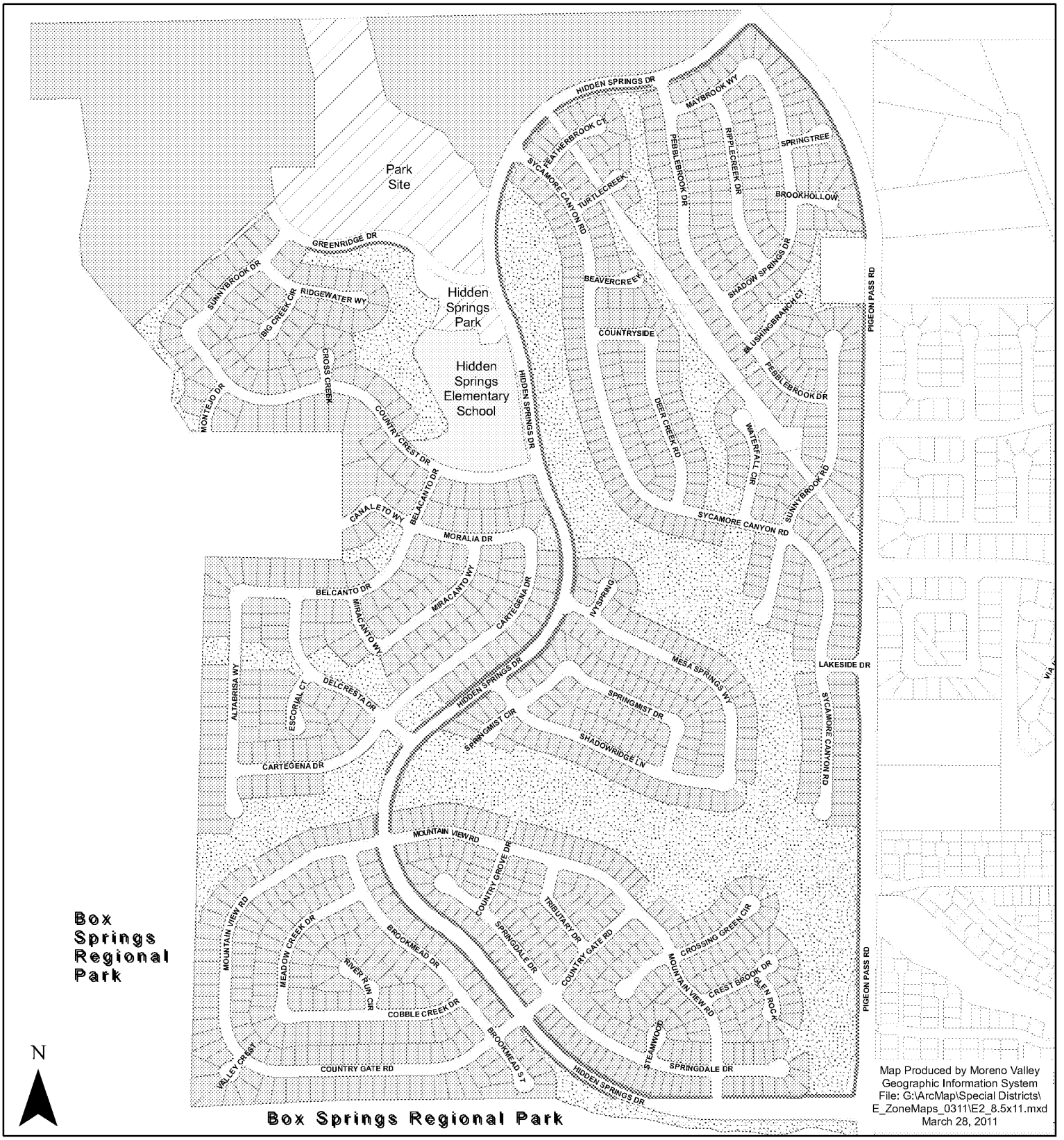

Map Produced by Moreno Valley Geographic Information System
File: G:\ArcMap\Special Districts\E_ZoneMaps_0311\E2_8.5x11.mxd
March 28, 2011

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Open Space *(Area abierta Ajardinada)*

Zone E-2 Properties *(Zona E-2 Propiedades)*

MORENO VALLEY

Item No. E.2

MV00110054

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 260413014
CSD ZONE E-2 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-2 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-2. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit **(approximately $9.96 per month)**. The increase will adjust the approved annual charge from $398.46 to $518.00 per residential parcel or Equivalent Dwelling Unit for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente **(aproximadamente $9.96 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $398.46 a $518.00 por parcela o Unidad de Vivienda Equivalente para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-2 services of $119.54 per residential parcel or Equivalent Dwelling Unit. I understand landscaping services for Zone E-2 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-2 de $119.54 por parcela residencial o Unidad de Vivienda Equivalente. Entiendo que los servicios de jardinería de la Zona E-2 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SCH 5-DIGIT 92554 0000001
YASER R TELLO

11411 STEEPLECHASE DR
MORENO VALLEY CA 92555-1407

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-3A ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. In order to maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-3A annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by $3.40 per month** to meet current costs. The Zone E-3A charges are collected on the County of Riverside property tax bills. The Zone E-3A annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-3A are divided proportionally by the number of parcels to determine the annual charge per parcel.

ATTACHMENT 3

TEL: 951.413.3480
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WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-3A. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara a $3.40 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-3A es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-3A son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-3A annual charges for standard landscape maintenance services are $67.20 per residential parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-3A program for FY 2010/11 is $31,516.80.

Proposed Charge

To meet current costs, the Zone E-3A charges are proposed to be adjusted to $108.00 per residential parcel. This equates to an estimated annual increase of approximately 61% or $40.80 per residential parcel.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-3A Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel	
Fiscal Year	**Annual Charge**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-3A es de $67.20 por parcela residencial. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-3A durante el año fiscal 2010/11 es de $31,516.80.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-3A para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $108.00 por parcela residencial. Este ajuste equivaldría a un aumento anual aproximado de 61% o $40.80 por parcela residencial.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-3A

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial	
Año Fiscal	**Cargo Anual**
2005-06	$63.00
2006-07	$63.00
2007-08	$63.00
2008-09	$66.00
2009-10	$66.00
2010-11	$67.20

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $108.00 per residential parcel shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	**Audiencia Publica**
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $108 por parcela residencial será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.

4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-3A
FY 2011/12 BUDGET

LANDSCAPE AREA		771,002.80	Square Feet or
		1.63	Acres
REVENUES			
Proposed Annual Zone E-3A Charge	**$**	**108.00**	**or $9.00 per month**
Number of parcels		470	
Total Revenue	**$**	**50,760.00**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	12,000.00	
Water (Eastern Municipal Water District)		2,400.00	
Electricity (SCE)		1,100.00	
Vandalism Repair		1,500.00	
Repair and Replacement		1,420.00	
Other (mulching, plant material replacement, etc.)		7,300.00	
Landscape Inspectors/Technicians and Support Services		15,604.00	
Parts and Equipment/Miscellaneous Direct Expenses		2,291.00	
Subtotal Direct Costs	$	43,615.00	
Indirect Costs			
Miscellaneous Indirect Expenses	$	625.00	
Special Districts Program Administration		2,354.99	
City Administration		4,165.01	
Subtotal Indirect Costs	$	7,145.00	
Total Expenses	**$**	**50,760.00**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-3A
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		771,002.80	Pies Cuadrados
		1.63	Acres
INGRESOS			
Carga Anual Propuesto para la Zona E-3A	**$**	**108.00**	**o $9.00 mensual**
Numero de parcelas		**470.00**	
Total de Ingresos	**$**	**50,760.00**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	12,000.00	
Agua (Eastern Municipal Water District)		2,400.00	
Electricidad (SCE)		1,100.00	
Reparación de Vandalismo		1,500.00	
Reparación o Reemplazo		1,420.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		7,300.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		15,604.00	
Partes y Equipo/Egresos Misceláneos Directos		2,291.00	
Subtotal de Costos Directos	$	43,615.00	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	625.00	
Administración de Programa de Servicios Especiales		2,354.99	
Administración de la Ciudad		4,165.01	
Subtotal de Costos Indirectos	$	7,145.00	
Total de Egresos	**$**	**50,760.00**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-3A • Lasselle Powerline Parkway
(Areas de lineas de alta tensión por la Lasselle)

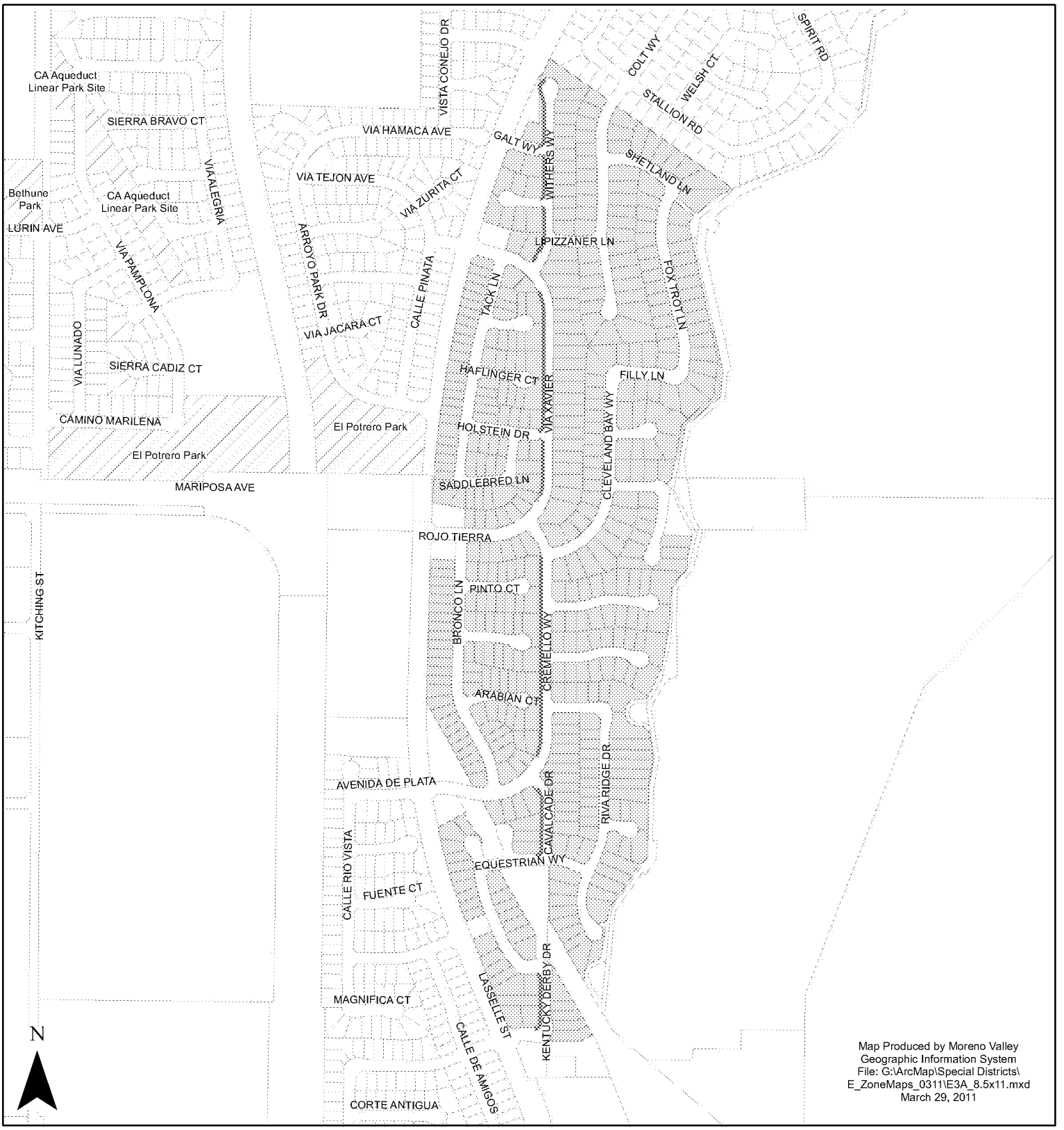

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Zone E-3A Parcels *(Zona E-3A Parcelas)*

MORENO VALLEY

Item No. E.2

MV00110068

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 308511024
CSD ZONE E-3A (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-3A annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-3A. Después, firme en la línea que corresponda al recuadro elegido solamente. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel **($3.40 per month)**. The increase will adjust the approved annual charge from $67.20 to $108.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial **(a $3.40 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $67.20 a $108.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-3A services of $40.80 per residential parcel. I understand landscaping services for Zone E-3A shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-3A de $40.80 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-3A serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0000095
ROSA ESPINOZA

16556 WITHERS WAY
MORENO VALLEY CA 92555-3343

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-4 ANNUAL CHARGE

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-4 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately $10.83 per month** to meet current costs. The Zone E-4 annual charges are collected on the County of Riverside property tax bills. The Zone E-4 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

Background

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

Services Provided

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

How is the Amount of the Charge Determined?

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-4 are divided proportionally by the number of parcels or acres to determine the annual charge per parcel or acre.

ATTACHMENT 4

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-4

******* BOLETA OFICIAL ADJUNTA*******

Introducción

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-4. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente $10.83 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-4 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Historial

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, "The Right to Vote on Taxes Act", el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

Los Servicios que se Proveen

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

¿Como se Determina la Cantidad del Cargo Anual?

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-4 son divididos en proporción al número de parcelas o acres para determinar el costo anual por parcela o acres.

Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

Current Charge

The 2010/11 Zone E-4 annual charges for standard landscape maintenance services are $110.00 per residential parcel or $440.00 per acre for nonresidential or undeveloped parcels. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-4 program for FY 2010/11 is $251,873.60.

Proposed Charge

To meet current costs, the Zone E-4 charges are proposed to be adjusted to $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels. This equates to an estimated annual increase of approximately 118% or $130.00 per residential parcel or $520.00 per acre for nonresidential or undeveloped parcels.

Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Zone E-4 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)	
Fiscal Year	**Annual Charge**	**Fiscal Year**	**Annual Charge**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

¿La Razón por el Incremento?

A través de los anos, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-4 es de $110.00 por parcela residencial, $960.00 por acre no residencial o parcelas subdesarrolladas. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-4 durante el año fiscal 2010/11 es de $251,873.60.

Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-4 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas. Este ajuste equivaldría a un aumento anual aproximado de 118% o $130.00 por parcela residencial, $520.00 por acre no residencial o parcelas subdesarrolladas.

Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos anos.

Historial de Cargos Por Parcela Para La Zona E-4

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)	
Año Fiscal	**Cargo Anual**	**Año Fiscal**	**Cargo Anual**
2007-08	$110.00	2007-08	$440.00
2008-09	$110.00	2008-09	$440.00
2009-10	$110.00	2009-10	$440.00
2010-11	$110.00	2010-11	$440.00

Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

Public Meeting	**Public Hearing**
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of $240.00 per residential parcel or $960.00 per acre for nonresidential or undeveloped parcels shall be placed on the 2011/12 Riverside County property tax bill.

Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley**.

Junta Publica	Audiencia Publica
Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de $240 por parcela residencial, $960 por acre no residencial o parcelas subdesarrolladas será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk).

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**,en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

Una marca que este mayormente dentro de la caja;

Una X que este mayormente dentro de la caja;

Un punto o marca ovalada que este mayormente dentro de la caja;

Llenar la caja completamente mayormente dentro de las líneas;

Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;

Un circulo alrededor de la caja y/o la cláusula asociada; o

Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

CSD ZONE E-4
FY 2011/12 BUDGET

LANDSCAPE AREA		1,205,727	Square Feet or
		27.80	Acres
REVENUES			
Single Family Parcels (2,063)	**$**	**240.00**	**or $20.00 per month**
Nonresidential/undeveloped parcels (56.69 acres)	**$**	**960.00**	**or $80.00 per month**
Total Revenue	**$**	**549,542.40**	
EXPENSES			
Direct Costs			
Base Maintenance Contract	$	173,985.00	
Water (Eastern Municipal Water District)		39,700.00	
Electricity (SCE)		3,500.00	
Vandalism Repair		1,900.00	
Other (mulching, plant material replacement, etc.)		101,586.40	
Landscape Inspectors/Technicians and Support Services		146,320.00	
Parts and Equipment/Miscellaneous Direct Expenses		19,801.00	
Subtotal Direct Costs	$	486,792.40	
Indirect Costs			
Miscellaneous Indirect Expenses	$	5,858.00	
Special Districts Program Administration		17,838.04	
City Administration		39,053.96	
Subtotal Indirect Costs	$	62,750.00	
Total Expenses	**$**	**549,542.40**	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

CSD ZONA E-4
PRESUPUESTO DEL ANO FISCAL 2011/12

ÁREA AJARDINADA		1,205,727	Pies Cuadrados
		27.80	Acres
INGRESOS			
Parcelas de Unidades Familiar (2063)	**$**	**240.00**	**o $20.00 mensual**
Acres No Residenciales o Subdesarrollados (56.69 acres)	**$**	**960.00**	**o $80.00mensual**
Total de Ingresos	**$**	**549,542.40**	
EGRESOS			
Costos Directos			
Contrato de Mantenimiento Base	$	173,985.00	
Agua (Eastern Municipal Water District)		39,700.00	
Electricidad (SCE)		3,500.00	
Reparación de Vandalismo		1,900.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		101,586.40	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		146,320.00	
Partes y Equipo/Egresos Misceláneos Directos		19,801.00	
Subtotal de Costos Directos	$	486,792.40	
Costos Indirectos			
Egresos Misceláneos Indirectos	$	5,858.00	
Administración de Programa de Servicios Especiales		17,838.04	
Administración de la Ciudad		39,053.96	
Subtotal de Costos Indirectos	$	62,750.00	
Total de Egresos	**$**	**549,542.40**	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

COMMUNITY SERVICES DISTRICTS ZONE E (Extensive Landscape Maintenance) GENERAL SERVICE LEVEL GUIDELINES *			
DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE	**STANDARD MAINTENANCE SERVICE**	**REDUCED MAINTENANCE SERVICE**	**STREET TREE MAINTENANCE SERVICE**
Mowing, Edging & Trimming (Of Turf Areas Only)	Weekly	Monthly (or Bi-monthly as needed)	N/A
Aeration	3 times per year	As needed (budget permitting)	N/A
Tree Trimming	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
Shrub Trimming	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
Ground Cover Trimming	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
Weed Control	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
Irrigation	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
Litter Removal	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
Turf Fertilizer	8 applications per year (minimum)	3 applications per year	N/A
Shrub Fertilizer	2 applications per year	1 application per year	N/A
Tree Fertilizer	As needed	As needed (budget permitting)	As needed (budget permitting)
Pesticides:			
Shrubs/Ground Covers	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Insect/disease control (as needed)	As needed (budget permitting)	N/A
Shrubs/Ground Covers	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
Turf	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
Turf	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

DISTRITO DE SERVICIOS COMUNITARIOS ZONA E (Mantenimiento de Jardín Extensivo) PAUTAS DE NIVEL DE SERVICIO GENERAL*			
DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO	**SERVICIO DE MANTENIMIENTO ESTANDAR**	**SERVICIO DE MANTENIMIENTO REDUCIDO**	**SERVICIO DE MANTENIMIENTO STREET TREE**
CORTADO DEL CESPED	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
AERACIÓN DEL CESPED	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
PODADO DE ÁRBOLES	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
PODADO DE ARBUSTOS	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
PODADO DE CUBIERTA VEGETAL	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
CONTROL DE HIERBAS	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
IRRIGACIÓN	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
RECOGIMIENTO DE BASURA	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
FERTILIZACIÓN DE CÉSPED	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
FERTILIZACIÓN DE ARBUSTOS	2 aplicaciones por año	1 aplicación por año	N/A
FERTILIZACIÓN DE ÁRBOLES	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
Pesticidas:			
ARBUSTOS/CUBIERTA VEGETAL	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
ARBUSTOS/ CUBIERTA VEGETAL	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
CÉSPED	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

Moreno Valley Community Services District
Extensive Landscape Maintenance *(Jardineria y mantenimiento general)*

Zone *(Zona)* E-4 • Moreno Valley Ranch - East *(Este)*

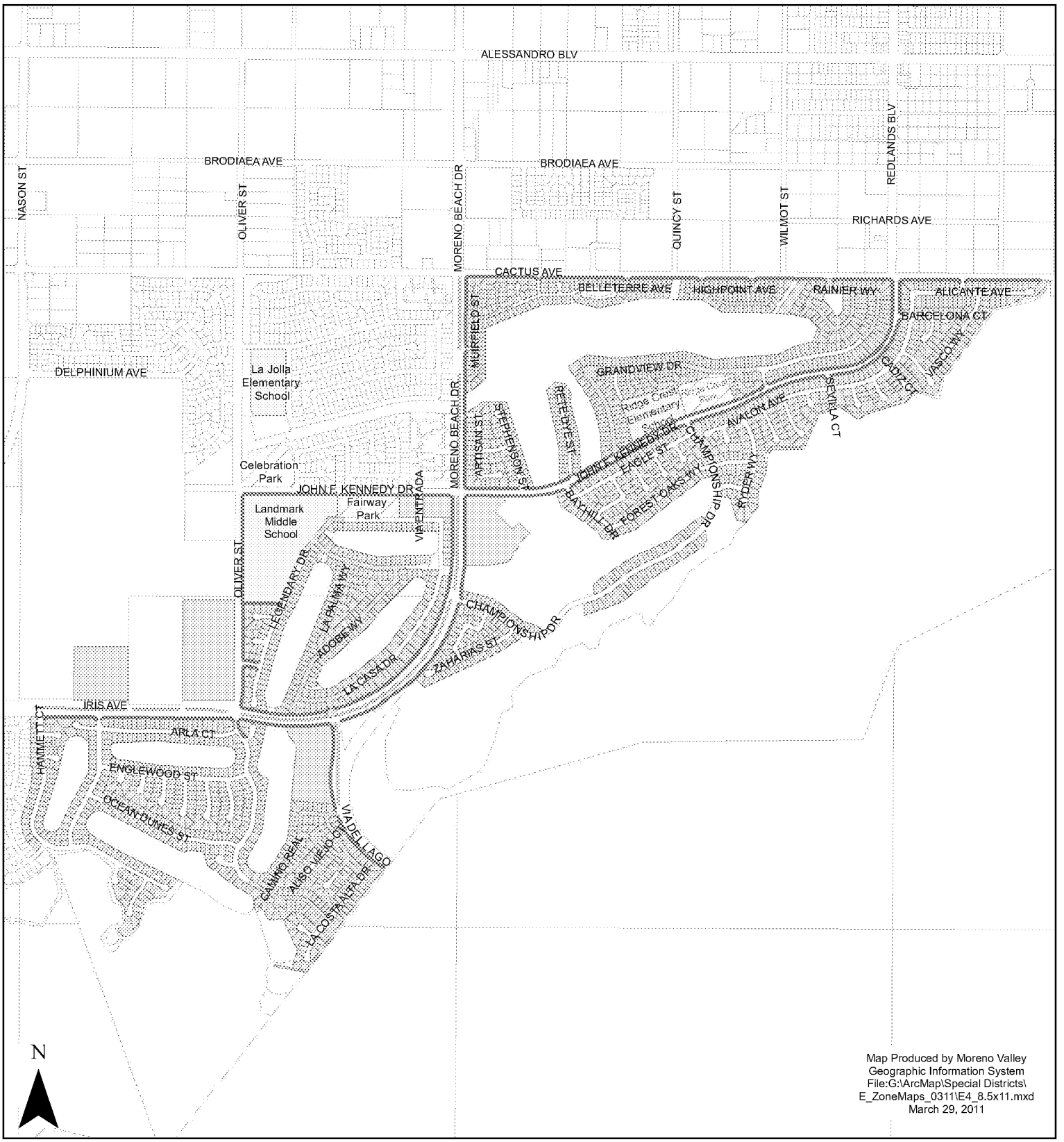

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

Landscaped Parkway *(Areas Ajardinadas)*

Landscaped Median *(Medianas Ajardinadas)*

Zone E-4 Parcels *(Zona E-4 Parcelas)*

MORENO VALLEY

Item No. E.2

MV00110082

OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 304153013
CSD ZONE E-4 (EXTENSIVE LANDSCAPE MAINTENANCE)

Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-4 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-4. **Después, firme en la línea que corresponda al recuadro elegido solamente**. Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

☐ **Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

Yes, ***I approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel **(approximately $10.83 per month)**. The increase will adjust the approved annual charge from $110.00 to $240.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics in future years.

Si, ***yo apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial **(aproximadamente $10.83 mensual).** Dicho incremento resultara en un ajuste al cargo anual aprobado de $110.00 a $240.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

☐ **No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO DATE/FECHA

No, ***I do not approve*** the increase in the annual charge for Zone E-4 services of $130.00 per residential parcel. I understand landscaping services for Zone E-4 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

No, ***yo no apruebo*** el incremento anual a los servicios de la Zona E-4 de $130.00 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-4 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

Weighted Ballot Count: 1

THIS IS YOUR OFFICIAL BALLOT

SINGLE-PIECE 92553 0002069
PETTY ERNESTINE DEFINED PENSIO
C/O RENEE PETTY
4200 PARK BLV NO 202
OAKLAND CA 94602

MV00110083

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: Public Hearing for Delinquent Residential Solid Waste Accounts

RECOMMENDED ACTION

Staff recommends that the City Council, after conducting the public hearing:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

BACKGROUND

Waste Management of the Inland Empire bills residential customers quarterly for solid waste services. Payments are made directly to Waste Management in advance for the following quarter. When a customer fails to make payment and the bill becomes more than sixty (60) days past due, the collection of the delinquent account is placed on the Riverside County property tax roll. This procedure was authorized by prior enactments of the City Council as reflected in Section 6.02.030 of the Moreno Valley Municipal Code. The option to collect delinquent payments was negotiated as part of the franchise agreement.

DISCUSSION

The City Council approved the collection of delinquent solid waste accounts through the property tax roll process on March 1, 1993. Since that time, delinquent charges have been placed on property tax bills annually in June.

Waste Management of the Inland Empire has submitted a preliminary list of approximately 7,638 delinquent accounts. This delinquent list is to be placed on the FY 2011/2012 tax roll if approved by Council. An official copy of the list is available in the City Clerk's office for public viewing. The maximum charge to be placed on the tax roll is $2,127,936.08. Although Waste Management accepted payment on delinquent accounts until June 21, 2011, there may be some additional deletions to the list or minor adjustments to the amounts prior to final submittal to the Riverside County Auditor.

As part of the notification process, Waste Management has mailed a "Notice of Delinquent Account" to the affected property owners and account holders, informing them of the intent to place all delinquent charges on the tax roll. These notifications are mailed on a quarterly basis which is over and above the minimum notification requirements as per Section 5470 of the California Health and Safety Code and the Moreno Valley Municipal Code Section 6.02.030. A public posting of the Council's action, in accordance with Section 6066 of the Government Code, is all that is required by law.

Procedurally, in order to collect these delinquent charges on the County tax roll, the City must file with the County Auditor a certified copy of Resolution 2007-72 along with the report as specified in California Health and Safety Code Section 5473.4 and Section 6.02.030 of the Moreno Valley Municipal Code.

ALTERNATIVES

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection and direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code.

2. Do not approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection and do not direct the City Clerk to file with the Riverside County Auditor a certified copy of the proposed resolution and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code. *If Council does not approve the placement of the delinquent solid waste accounts on the tax roll, it could result in a net loss of revenue to the City of approximately $258,118 in franchise fees.*

FISCAL IMPACT

The City receives a 12.13% franchise fee for revenue generated from the collection of delinquent accounts at the time of collection. Placement of these delinquent charges on the County property tax roll will ensure the City receives the revenues due from this source which would be approximately $258,118. This amount is deposited into the general fund.

Solid waste services are exempt from Proposition 218, as stated in Section 6(c) Property Related Fees and charges. This is because the obligation to pay does not arise due to the customer owning the property, it arises because the property is used in

a way which generates trash, and the customer did not choose to legally self-haul. Furthermore, the fee is not an encumbrance on the property, although delinquent fees can become the subject of a judgment lien.

CITY COUNCIL GOALS

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

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

NOTIFICATION

A "Notice of Public Hearing" was published on June 14, 2011 and June 21, 2011, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council's action will also be done in accordance with section 6066 of the Government Code. In addition, Waste Management mailed payment requests to the attached accounts through a separate notice sent to property owners where the property could be identified as non-owner occupied. An official list of the submitted delinquent accounts is available in the City Clerk's office. This list represents the maximum charges which can be placed on the property tax roll for FY 2011/2012.

ATTACHMENTS

Exhibit "A": Resolution 2007-72 repealing, revising, and reenacting the provisions of Resolution 2005-53, and authorizing the collection of delinquent and unpaid taxes and charges for solid waste collection on the tax roll.

Prepared By:
Ariana Ayala
Management Analyst

Concurred By:
Robert R. Lemon
Maintenance & Operations Division Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2007-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 2005-53, AND AUTHORIZING THE COLLECTION OF DELINQUENT AND UNPAID TAXES AND CHARGES FOR SOLID WASTE COLLECTION ON THE TAX ROLL.

WHEREAS, the City Council has heretofore adopted Chapter 6.02 of Title 6 of the City of Moreno Valley Municipal Code relating to refuse collection, transfer and disposal services; and

WHEREAS, Section 6.02.030 of Chapter 6.02 provides for the collection of delinquent and unpaid fees and charges on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes, pursuant to the provisions of Section 5473 of the California Health and Safety Code; and

WHEREAS, said delinquent and unpaid fees and charges are those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date; and

WHEREAS, Section 5473.10 of the Health and Safety Code provides that in addition to delinquent fees and charges, the amount collected on the tax roll may also include a 10% basic penalty for nonpayment of those fees and charges and, in addition, a penalty of 1½% per month for nonpayment of those fees, charges and the basic penalty; and

WHEREAS, it is in the best interests of the City that delinquent and unpaid fees and charges for refuse collection be collected on the tax roll; and

WHEREAS, the City Council has heretofore caused a report to be prepared, a copy of which is on file in the office of the City Clerk, which identifies each parcel of real property (without consideration of the value of said property) receiving such refuse collection services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by Chapter 6.02, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the City Council has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any;

EXHIBIT A

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

1. Resolution No. 2005-53, as adopted by the City Council on June 28, 2005, is hereby repealed, the repeal to be effective only upon the date of adoption of this resolution. No action commenced pursuant to the authority granted by Resolution No. 2005-53 shall be invalidated or otherwise affected by the repeal thereof.

2. Delinquent and unpaid fees and charges for solid waste collection as set forth in said report, and herein confirmed, shall be collected on the tax roll in the same manner, by the same persons as, and at the same time as, together with and not separately from, the City's general taxes, pursuant to the provisions of Chapter 6.02 of the City of Moreno Valley Municipal Code and Section 5473 of the California Health and Safety Code.

3. On or before August 10th of each year following the final determination of the delinquent charges, the City Clerk shall file with the auditor of the County of Riverside a certified copy of this resolution together with a certified copy of said report endorsed with a statement over her signature that the report has been finally adopted by the City Council.

4. The auditor shall enter the amounts of the charges against the respective lots of parcels of land as they appear on the current assessment roll.

5. Said election to collect delinquent and unpaid fees and charges shall remain in effect until December 31, 2012, unless otherwise repealed or amended by the City Council.

APPROVED AND ADOPTED this 26th day of June, 2007.

Mayor

ATTEST:

Alice Reed
City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, ALICE REED, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2007-72 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of June, 2007 by the following vote:

AYES: Council Members Flickinger, Stewart, West, Mayor Pro Tem Batey, and Mayor White

NOES: None

ABSENT: None

ABSTAIN: None

Alice Reed
CITY CLERK

(SEAL)

Resolution No. 2007-72
Adopted June 26, 2007

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its December 9, 2010, meeting approved Planning Commission Resolution No. 2010-26, by a 4-2 vote denying PA09-0027, a Conditional Use Permit to add liquor sales at an existing convenience store. On December 22, 2010 the applicant, Soon-Yi Choi filed an appeal of the Commission's denial.

BACKGROUND

The project PA09-0027 is a request for a Conditional Use Permit to sell alcohol (beer and wine only) at the Big #6 Food Mart during the hours of 8:00 am until 8:30 pm. The convenience store is located at 21748 Cottonwood Avenue on the northwest corner of Cottonwood Avenue and Edgemont Street. The applicants, Mr. and Mrs. Choi have owned and operated the neighborhood convenience store since August of 2004.

The primary land use designation for the site is Neighborhood Commercial (NC). The primary purpose of the NC district is to provide for the convenient location of neighborhood centers which provide limited retail commercial services. The existing convenience store complies with the land use within the NC district.

The surrounding zoning includes Business Park (BP) and Residential. Business Park is the majority of the zoning adjacent to and to the south and west, however, the existing uses, adjacent to the site are single family and multi-family residential. Multi-family zoned parcels are located to the east and north both developed residential and vacant land.

The proposed project consists of a Conditional Use Permit (CUP) to sell beer and wine during the hours of 8am to 8:30pm. The Municipal Code requires a CUP when a business is applying for the approval to sell alcohol within 300 feet of a residential use or zone.

The Department of Alcoholic Beverage Control (ABC) processes license applications for the sale of alcoholic beverages. Census Tract information is used to determine the saturation level of license within a given area. The Census Tract which includes the proposed project also includes businesses south to Alessandro as well as the alcohol selling establishments located on Day Street, both within Moreno Valley as well as the City of Riverside. Based on information from ABC, the proposed project is within a Census Tract with an over concentration of alcoholic sales. A maximum of two (2) businesses are allowed off-site sales of alcohol within the Census Tract. Currently, this Census Tract has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses. (See attached list as Attachment 4). Based on the over-concentration and a review of crime statistics, the Police Department opposed the granting of the Conditional Use Permit at the Planning Commission hearing.

The Planning Commissioners discussed the project and by a 4-2 vote, denied the project based on the information provided including the over-concentration and the existing and potential crime related incidents in the area. Several members of the public also spoke or provided written opinions regarding the project with 2 opposing and 2 speaking for the project.

Subsequent to the Planning Commission hearing and denial, several meetings were held with City Council members, the Police Department and City staff. Based on new information provided at those meetings, the Police Department removed its opposition to the granting of the Conditional Use Permit and sent a letter to the Department of Alcoholic Beverage Control (ABC) which will allow the sale of beer and wine for off site consumption. To coordinate with that letter and address other site issues, the proposed Conditions of Approval include the following items.

1. No trespassing /loitering signs posted at the entrance and in the parking lot.

2. Recordable Security camera system with coverage inside and outside of the business.
3. Limit the times of alcohol sales.
4. Painting the existing building.
5. Painting the exterior fencing.
6. The addition of landscaping.

The proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act minor as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

The project was before the Planning Commission on December 9, 2010 with the appeal filed on December 22, 2010. The applicant requested additional time to contact City Council members to discuss the project prior to staff presenting the item to the City Council for their decision.

ALTERNATIVES

1. The City Council could approve the project and adopt Resolution No. 2011-66 to approve the project attached as Attachment 3 with attached Conditions of Approval, Exhibit A.
2. The City Council could uphold the Planning Commissions decision and deny the project with Resolution No. 2011-65 attached as Attachment 2.
3. The City Council could modify the project as presented.

NOTIFICATION

Notice of the City Council public hearing appeared in the Press Enterprise newspaper on June 18, 2011, posted on the affected property, and mailed to all surrounding property owners of record within 300 feet of the affected property.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Proposed Resolution for denial of PA09-0027.
3. Proposed Resolution for approval of PA09-0027 with Conditions of Approval attached at Exhibit A.
4. Alcoholic Beverage Control Census Tract
5. Planning Commission Staff Report dated December 9, 2010 (w/o attachments).
6. Planning Commission minutes for December 9, 2010.
7. General Plan Map.
8. Zoning Map
9. Aerial Photograph
10. Letter from Arnold Nunez

Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s)

CASE : **PA09-0027 (Conditional Use Permit)**

APPLICANT: **Soon-Yi Choi**

OWNER: **Soon-Yi Choi**

REPRESENTATIVE: **Justin Kim**

LOCATION: **21748 Cottonwood Avenue (APN: 263-160-037)**

PROPOSAL: Conditional Use Permit application to allow the Big #6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license obtained from the Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 am and 8:30 pm.

ENVIRONMENTAL DETERMINATION: The project will not have a significant effect on the environment because it will occur within an existing structure and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), as a minor alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

COUNCIL DISTRICT: No 5

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

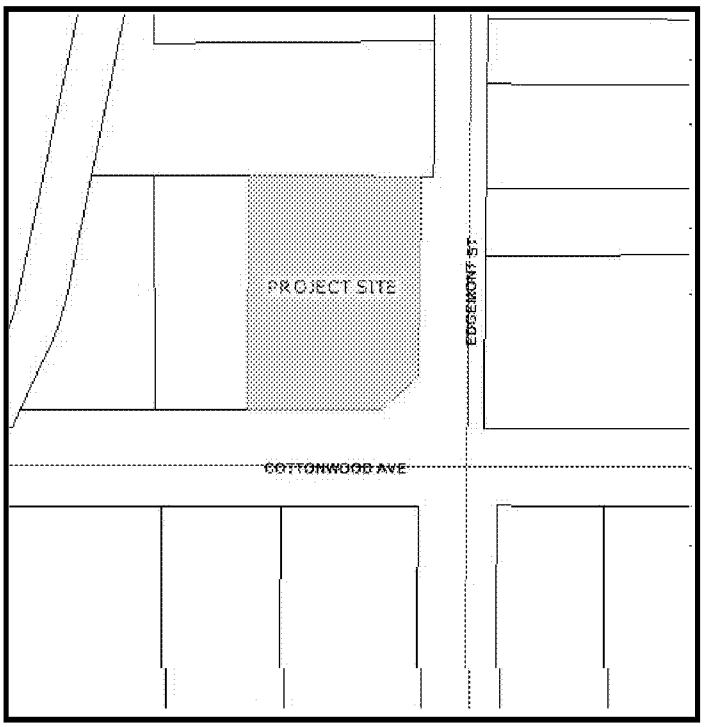

LOCATION **N↑**

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 28, 2011 at 6:30 PM

CONTACT PLANNER: Julia Descoteaux

PHONE: (951) 413-3209

ATTACHMENT 1

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RESOLUTION NO. 2011-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DENYING PA09-0027 A CONDITIONAL USE PERMIT TO ALLOW ALCOHOL SALES (BEER AND WINE) AT THE EXISTING CONVENIENCE STORE LOCATED AT 21748 COTTONWOOD AVENUE APN # 263-160-037

WHEREAS, the applicant, Soon Yi Choi, has filed an application for the appeal of a Planning Commission denial of PA09-0027, a Conditional Use Permit to sell alcohol (beer and wine) at the existing convenience store as described in the title of this resolution.

WHEREAS, the denial of a project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements. However, the proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

.

WHEREAS, on December 9, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit. At said meeting, the Planning Commission recommended denial of Conditional Use Permit (PA09-0027), and;

WHEREAS, on December 22, 2010, an application was submitted to the City appealing the Planning Commission's action to deny the project to the City Council for their consideration.

WHEREAS, on June 28, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the subject Conditional Use Permit;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA09-0027:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

ATTACHMENT 2

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan land use Commercial (C). The existing use, excluding beer and wine, is compatible with those uses permitted within the Commercial land use district as depicted within the Municipal Code. All alcohol related uses require a Conditional Use Permit.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: A convenience store, selling beer and wine, would be considered as a conditionally permitted land use under the Neighborhood Commercial zoning designation. Based on an over concentration of alcohol sales in the Census tract, the selling of off-sale beer and wine or any other liquor product at the site is not considered a compatible land use and was determined to produce safety concerns for the general vicinity.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The Moreno Valley Police Department has expressed concerns regarding the compatibility of liquor sales to the area and the current and possible criminal activity as they currently respond to numerous calls for service in this area including alcohol related incidents, narcotic sales and gang activity.

   Information received from the Department of Alcoholic Beverage Control (ABC), stated there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. However, this Census Tract currently has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The existing convenience store without liquor sales is compatible with the existing and planned land uses in the vicinity.

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

1. Deny PA09-0027, a Conditional Use Permit for the sale of alcohol (beer and wine) Resolution 2011-_____.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RESOLUTION NO. 2011-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING PA09-0027 A CONDITIONAL USE PERMIT TO ALLOW ALCOHOL SALES (BEER AND WINE) AT THE EXISTING CONVENIENCE STORE LOCATED AT 21748 COTTONWOOD AVENUE APN # 263-160-037

WHEREAS, the applicant, Soon Yi Choi, has filed an application for the appeal of a Planning Commission denial of PA09-0027, a Conditional Use Permit to sell alcohol (beer and wine) at the existing convenience store as described in the title of this resolution.

WHEREAS, the project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements. The proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

.

WHEREAS, on December 9, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit. At said meeting, the Planning Commission recommended denial of Conditional Use Permit (PA09-0027), and;

WHEREAS, on December 22, 2010, an application was submitted to the City appealing the Planning Commission's action to deny the project to the City Council for their consideration.

WHEREAS, on June 28, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the subject Conditional Use Permit;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA09-0027:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan land use Commercial (C). The existing use, excluding beer and wine, is compatible with those uses permitted within the Commercial land use district as depicted within the Municipal Code. All alcohol related uses require a Conditional Use Permit.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: A convenience store, selling beer and wine, would be considered as a conditionally permitted land use under the Neighborhood Commercial zoning designation.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: Information received from the Department of Alcoholic Beverage Control (ABC), stated there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. However, this Census Tract currently has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses. The Census tract includes the major retail centers along Day Street in Moreno Valley and Riverside which includes a number of large retailers with alcohol sale licenses. The nearest existing license is on Alessandro Boulevard, over one-half miles from the site.

   The Moreno Valley Police Department has provided a letter of "public convenience and necessity" to the Department of Alcoholic Beverage Control (ABC) for the Big 6 Foot Mart.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The existing neighborhood convenience store is compatible with the existing and planned land uses in the vicinity.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO

VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Approves Resolution 2011-____ approving PA09-0027 a Conditional Use Permit for the sale of alcohol (beer and wine) subject to the attached Conditions of Approval included at Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA09-0027 CONDITIONAL USE PERMIT
21748 COTTONWOOD AVENUE

APPROVAL DATE: **June 28, 2011**
EXPIRATION DATE: **June 28, 2014**

X Planning (P)
X Building (B)
X Police Department (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)

P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Special Conditions

P5. **The site has been approved for the Big #6 Food Mart to sell alcohol (Beer and wine only for off premises consumption). A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**

P6. **Within 90 days of approval, the exterior of the building shall be painted. Colors shall be submitted to the Community and Economic Development Department for review and approval.**

P7. **Within 90 days of approval, the existing tubular steel fence shall be painted.**

P8. **Delivery operations will be conducted between the hours of 7 am and 8 pm. Loading or unloading activities shall be conducted from designated loading area. (MC 9.10.140, CEQA)**

P9. **The convenience store parking lot lighting shall be maintained in good repair and shall comply with the Municipal Code lighting standards of a minimum of one (1) foot candle and a maximum of eight (8) foot candle.**

P10. **Business hours shall be 8 am to 8:30 pm Sunday through Saturday.**

P11. **An outdoor trash receptacle shall be provided on site.**

P12. **Any convenience store selling alcoholic beverages shall post the premises with signs prohibiting the consumption of alcoholic beverages on-site.**

P13. **The owner or owner's representative shall establish and maintain a relationship with the City of Moreno Valley and cooperate with the Problem Oriented Policing (POP) program, or its successors.**

P14. **Landscaping shall be installed along the west property line to include irrigation , shrubs a minimum of 4 trees and groundcover.**

P15. **All non operating vehicles and shipping containers shall be removed.**

P16. **The applicant shall schedule and pay for a Planning inspection within 90 days of approval and annually thereafter to confirm compliance with these Conditions of Approval.**

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances.

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Addresses shall be in plain view, visible from the street and visible at night.

PD2. All exterior doors in the rear and the front of the buildings shall display an address or suite number.

PD3. No trespassing/loitering signs posted at the entrance and in the parking lot.

PD4. Recordable security camera system with coverage inside the business and parking lot.

PD5. Hours for the sale of beer and wine shall be between 8:00 am and no later than 8:00pm.

PD6. All rear exterior doors should have an overhead light (low sodium or comparable).

PD7. The exterior of the building should have high-pressure sodium lights and/or metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.

PD8. Landscape ground cover should not exceed over 3 feet in height from in the parking lot.

PD9. Bushes that are near the exterior of the building should not exceed 4 feet in height and should not be planted directly in front of the buildings or walkways.

PD10. Cash registers shall be placed near the front entrance of the store.

PD11. Window coverings shall comply with the City ordinance.

PD12. No loitering signs shall be posted in plain view throughout the building.

California Department of Alcoholic Beverage Control
For the County of RIVERSIDE - (Off-Sale Licenses) and Census Tract = 425.05

Report as of 12/9/2010

	License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	328445	ACTIVE	21	4/17/1997	3/31/2011	SAMS WEST INC 6363 VALLEY SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	SAMS CLUB 6378	702 SW 8TH ST, DEPT 8916 ATTN MARIBEL LA CHANCE BENTONVILLE, AR 72716-0500	3312
2)	411032	ACTIVE	20	12/3/2004	11/30/2010	TARGET CORPORATION 2755 CANYON SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	TARGET 1843	1000 NICOLLET MALL, TPN-0910 ATTN CAROLE HELMIN MINNEAPOLIS, MN 55403-2542	3312
3)	423414	ACTIVE	20	2/10/2006	1/31/2011	COST PLUS INC 2698 CANYON SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	COST PLUS WORLD MARKET	PO BOX 23350 OAKLAND, CA 94623-2335	3312
4)	461135	ACTIVE	20	12/10/2007	11/30/2010	MOLLER INVESTMENT GROUP INC 6189 DAY ST RIVERSIDE, CA 92507-0925 Census Tract: 0425.05		6591 COLLINS DR, STE E-11 MOORPARK, CA 93021-1493	3312
5)	473678	ACTIVE	21	1/20/2009	6/30/2011	SMART & FINAL STORES LLC 2744 CANYON SPRINGS PKWY RIVERSIDE, CA 92507 Census Tract: 0425.05	SMART & FINAL STORE #521	PO BOX 512377 LOS ANGELES, CA 90051	3312
6)	479805	ACTIVE	20	7/29/2009	6/30/2011	DAY RIVERSIDE	DAY	411 S GRETNA	3312

ATTACHMENT 4

						PETROLEUM LLC 6287 DAY ST RIVERSIDE, CA 92507 Census Tract: 0425.05	RIVERSIDE PETROLEUM LLC	GREEN WAY LOS ANGELES, CA 90049	
7)	485841	ACTIVE	20	2/11/2010	1/31/2011	BAHOU, METHAQ 21942 ALESSANDRO BLVD MORENO VALLEY, CA 92553-8208 Census Tract: 0425.05	LA BUENA MARKET	39260 VIA BELLEZA MURRIETA, CA 92563-4869	3321
8)	500871	ACTIVE	21	10/29/2010 8:50:01 AM	6/30/2011	WAL MART STORES INC 2663 CANYON SPRINGS PARKWAY RIVERSIDE, CA 92507-0911 Census Tract: 0425.05	WALMART STORE 1899	702 SW 8TH ST, DEPT 8916 ATTN MARIBEL LA CHANCE BENTONVILLE, AR 72716-0500	3312

- - - End of Report - - -

For a definition of codes, view our glossary.

PLANNING COMMISSION
STAFF REPORT

Case:	PA09-0027 (Conditional Use Permit)
Date:	December 9, 2010
Applicant:	Soon-Yi Choi
Representative:	Justin Kim
Location:	21748 Cottonwood Avenue (263-160-037)
Proposal:	Conditional Use Permit application to allow the Big #6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license obtained from the Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 am and 8:30 pm.
Redevelopment Area:	Yes
Recommendation:	Denial

SUMMARY

The applicant, Soon-Yi Choi has submitted a Conditional Use Permit for the sale of beer and wine within the existing convenience store located at 21748 Cottonwood Avenue.

ATTACHMENT 5

PROJECT DESCRIPTION

Project

The Conditional Use Permit application proposes the sale of beer and wine at the existing Big #6 convenience store between the hours of 8:00am and 8:30pm. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street.

The primary land use designation for the site is "NC" (Neighborhood Commercial). The primary purpose of the NC district is to provide for the convenient location of neighborhood centers which provide limited retail commercial services. The existing convenience store complies with the land use within the NC district.

The proposed project consists of a conditional use permit which is necessary to provide conditions of approval for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of a residential use.

Based on information from the Department of Alcoholic Beverage Control (ABC), there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. Currently, this Census Tract has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses.

The Moreno Valley Police Department believes and feels that a liquor store in this area will add to the already high rate of criminal activity, The Moreno Valley Police Department responds to several calls for service in this census tract, ranging from narcotic sales, to gang activity.

It is Moreno Valley Police Department's opinion that the existence of another off sale premise would not serve the best interest of the community or the surrounding residential neighborhoods.

Staff is recommending denial of the Conditional Use Permit based on the above information. In the event the Planning Commission should want to approve the request, the proposed Conditional Use Permit shall be referred back to staff for Conditions of Approval and a revised Resolution.

The denial of a project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements.

Surrounding Area

The project site is surrounded by Business Park zoning to the north, south and west with residentially zoned Residential 10 (R10) to the east. The adjacent parcel to the north zoned Business Park is currently developed with a multi-family structure. Further north is zoned R10. Most properties to the south although zoned Business Park currently are existing single family homes.

Access/Parking

The existing convenience store has access from Cottonwood. The property is surrounded by a tubular steel fence.

REVIEW PROCESS

The project was submitted on September 29, 2009. Due to the location and type of project, namely a developed site with no major alterations to the existing structure, the transmittal was not sent to outside agencies. The project was reviewed by the Planning Division for consistency with the Municipal Code and routed to the Moreno Valley Police Department for their review.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, there were no inquiries in response to the noticing for this project.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2010-26, thereby:

1. **DENYING** PA09-0027 (Conditional Use Permit) with no action on the environmental required.

Prepared by:

Julia Descoteaux
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2010-26 with Conditions of Approval
3. Land Use Plan
4. Aerial Photograph

COMMISSIONER MARZOEKI – I'll do it. I'd like to make a motion that the Planning Commission **APPROVE** Resolution No. 2010-25 and thereby:

1. **RECOGNIZE** that P10-020 Conditional Use Permit qualifies as an exemption in accordance with CEQA Guidelines, Section 15332 Infill Development Projects; and,
2. **APPROVE** P10-020 Conditional Use Permit subject to the attached conditions of approval included as Exhibit A.

COMMISSIONER GELLER – Second

CHAIR DE JONG – Thank you. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 6 – 0

CHAIR DE JONG – Thank you and good luck. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall become final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Perfect. Thank you. Okay our next item is Item 720

720

PA09-0027 Conditional Use Permit

CHAIR DE JONG – Staff report please

ASSOCIATE PLANNER DESCOTEAUX – Good evening, this is Julia Descoteaux, Associate Planner. The item before you; a Conditional Use Permit application proposes the sale of beer and wine at existing Big #6 Food Mart Convenience Store between the hours of 8:00 a.m. and 8:30 p.m. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street. The primary land use for this parcel is Neighborhood Commercial. The Neighborhood Commercial District is to provide for the convenient location of neighborhood centers which provide limited retail and commercial services. The existing convenience store complies with the land use within the Neighborhood Commercial District.

The proposed project consists of adding the discretionary approval… The Conditional Use Permit for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of residential. Based on the information from the Department of Alcohol and Beverage Control there is

currently an over-saturation of alcohol sales within the census tract where this location is.

The Moreno Valley Police Department believes and feels that a liquor store in this area would add to a high rate of criminal activity. The project site is surrounded by Business Park zoning to the north, south and west and residential zoned property to the east. The adjacent parcel is actually zoned Business Park but currently developed with a multi-family structure.

To date I have received two phone calls regarding this project. One was an information only question with no opinion either way and the second one I have provided you a copy of it. It was an email that I received regarding opposing the project.

Staff is recommending denial of the Conditional Use Permit based on the above information and the Police Department was unable to attend tonight due to other commitments. This concludes Staff's presentation and at this time we can answer any questions for you.

CHAIR DE JONG – Thank you. I think… is there somebody from the Police Department. Okay, so there is now. Thank you. Commissioner questions of Staff? We have none, thank you. At time I'm going open up Public Testimony and call the Applicant forward.

COMMISSIONER GELLER – Do you want to have the Police Department say whatever they wanted to say first?

CHAIR DE JONG – Alright that's not a bad idea. Thank you. Let me close Public Testimony and is there something that the Police Department wanted to add to this prior to Public Testimony. Come up to the microphone sir so that way we can get it on tape. Thank you. If you would mind please stating your name for the record.

OFFICER HUDSON – It is Officer Hudson. I'm with the Moreno Valley Police Department and currently working with ABC Alcohol, Beverage and Control for the Department. At this time I was the one that actually wrote the Convenience and Necessity Letter and within that letter basically we showed our opinion of the area of some of the criminal activity that has been occurring there in the last several years. Also we have received letters from some of the residents that live in the area opposing this project, so there are numerous things that we looked at as far as this project before we made our opinion or our decision on it. I don't know if you have the actual letter with you…

CHAIR DE JONG – No

OFFICER HUDSON – If you need a copy of that that is fine. I can also give you a copy of the letter that I sent to ABC with our opinion on that.

CHAIR DE JONG - Can you summarize…

OFFICER HUDSON – Basically within this letter that we wrote, we believe a lot of it has to do with the criminal activity within this area between Cottonwood and Edgemont. With that criminal activity is also saturation of facilities selling alcohol within this area. According to ABC they actually allowed and I'm not seeing it on this letter, but I believe it was six in the area and now this one will be eight, saturating this area.

CHAIR DE JONG – That's what our Staff Report confirms

OFFICER HUDSON – So that's our opinion on that sir.

CHAIR DE JONG – Okay, alright. Are there any questions of the Officer?

COMMISSIONER SALAS – How close is nearest store that sells alcohol. How close is the nearest availability to buy alcohol from this location? Do you know?

OFFICER HUDSON – The closest location is going to be on Alessandro, which is just south of this location.

COMMISSIONER SALAS – And this is on Cottonwood, correct?

OFFICER HUDSON – This is on Cottonwood and Edgemont; yes sir.

CHAIR DE JONG – How big is the census area that you look at?

OFFICER HUDSON – As far as?

CHAIR DE JONG – It mentions the census tract. I think there are six businesses you said within tract and currently there is eight right now, so how big is that census tract?

OFFICER HUDSON – Actually ABC determines what that census tract is going to be. I don't really understand if they do it by mileage or if they break it up into areas within the city, but that is who actually does the censorship tract is ABC.

CHAIR DE JONG – Alright but in summary the Police Department just feels that selling alcohol would be a detriment to the area? Is that your opinion?

OFFICER HUDSON – Correct

CHAIR DE JONG – Okay thank you.

PLANNING OFFICIAL TERELL – Just about the geography, I know the dividing line is at Ellsworth; so it's roughly Ellsworth, Eucalyptus, Old 215 and Alessandro are the boundaries of the census tract

CHAIR DE JONG – Okay, that helps. Yes that helps. It's not really large.

COMMISSIONER SALAS – So there are seven now and this would be eight. Is that what we're saying?

PLANNING OFFICIAL TERELL – There are eight now and that is six over the normal; the base limit.

COMMISSIONER MARZOEKI – That would make it nine

CHAIR DE JONG – They allowed six and there are currently eight.

PLANNING OFFICIAL TERELL – There allowed two and there are eight.

CHAIR DE JONG – There is currently six and this would nine

ASSOCIATE PLANNER DESCOTEAUX – They allowed two…

COMMISSIONER SALAS – No matter what it is over what we recommend right?

OFFICER HUDSON – Yes sir

CHAIR DE JONG – Okay, are there any other questions? Thank you sir.

OFFICER HUDSON – Thank you

CHAIR DE JONG – Okay at time I'm going to go ahead and open Public Testimony and call the Applicant forward. Please state your name and address for the record.

APPLICANT – Good evening Commissioners. My name is Justin Kim. I'm from Los Angeles. I'm the representative for the Applicant. I'm delighted to be before you today. I never knew Moreno Valley was almost three hours from LA. I killed my Bluetooth headset on the way here. It's dead now because of all my talking on the phone, so I appreciate the time before you today.

Our Applicant, Mr. and Mrs. Choi have been at this location since 2004. I would like to note that they made a significant commitment to the community of Moreno Valley because they purchased the property. They are not leasing or not just renting. They purchased the property with the intent of finishing out their business career in the City of Moreno Valley. They applied for an ABC license back I believe in 2005 and at that time I'm not really sure what happened but I

think they were a little discouraged by the process so they withdrew their application. I think at that time there was discussion of maybe over concentration of licenses in this area but I would like to note for the Commissioners that since that time in 2005 when they applied, the City of Moreno Valley granted six licenses in this census tract. It was two at that time, so I don't really think it would have been as big an issue back then with the numbers as it is now, but it is a routine procedure that although the Department of Alcoholic Beverages Control allows for a set number of licenses, it is not abnormal to go over that number as long as you can prove public convenience and necessity for such a use.

One thing I would like to note, I'm not a resident of Moreno Valley so I'm not really sure, but I did notice that out of the six that were approved since 2005 or actually even out of the eight, I think only two uses are only mom and pop. Just judging from the piece of paper in front of me I mean most of the uses are Sam's Club, Target; the bigger name corporations and although it is a little daunting to compare ourselves to an organization like a Sam's Club or Costco or something like that, I'd like to add that for someone like my client; having done this work for as long as I have, I think it is almost better to have a person like this in your community and the reason that I say that it is better is kind of an abstract word, but this is their livelihood; this is their life savings; this is what they have invested; everything into one nest-egg and someone like this would be a very responsible business owner in your community because they don't have the luxury of failing at this and going onto something else.

I would much more trust people like this to represent alcoholic beverage sales than a larger company where I have 100 minimum wage workers checking in and out or talking or their cell phones or thinking about what they are going to do after their shift and not really paying attention, because I think the most important thing that ABC looks at is sales to minors is a huge, huge thing for ABC. That's like the nexus of all the problems that they are trying to keep people off the roads after they have been drinking, especially young people. They are just trying to get them to stay away from drinking period and I'd like to add that my client has had three different businesses with alcohol and beverage licenses in the last 15 years and I think she has 15 years experience. I have printouts from ABC. She has never once had a violation; she or her husband have never once had a violation and to be a property owner with a proven track record with ABC, I'm just hoping the Commissioners will give this a little bit of thought and you know and maybe consideration that even though the numbers seem daunting, if you are ever going to take a chance on someone, my clients would be a good bet for the City of Moreno Valley to give a little consideration to them. I have printouts here for the Commissioners if you would like to review them later on.

They have the experience here. I have 193 signatures on a petition here from residents within a couple blocks of the store asking for this. At certain times I think it has been referred to as a convenience store and liquor store by the Police Department, but I've been in a lot of liquor stores don't carry things that these

people carry. I mean except for a full service counter, I mean they carry fruits and vegetables. It is not something… soda, chips and hopefully alcohol type of premise. I mean they carry the basic needs that even a single mom or an elderly person or a child who wants to have something to eat or cook something could go and get basic ingredients for having a meal at home. This is not something that is just a stop in and get a soda or a candy bar type of store and I was surprised that the amounts of items that they carry there. I had only been there that one time when I first went there and was like wow this is full. This store is full of different items, so I would like for the Commissioners to take this into consideration that they've made a serious commitment to the City; they have tried before and they didn't understand the process back then, so they were easily discouraged but they made a commitment to the community. They made a commitment you know with our company to have us represent them and I really think that with what I have told you tonight, I think they merit at least a chance at getting this. They are very serious about getting this and being responsible and I think that their track record proves it, so I thank you for your time and if you have any questions I'd be more than happy to answer them.

CHAIR DE JONG – Thank you. Are there any Commissioner questions of the Applicant?

COMMISSIONER DOZIER – Is the store profitable without beer and wine? Are they doing well as a business where they are?

APPLICANT – I think in this economy I really don't think anyone is doing well per say but they are doing okay, but I think the main reason that they want to do it is not for a profit standpoint. I don't want anyone to perceive that they are being greedy about this, but over the years they have been asked by people why can't you do this. I come here to get things that I need without having to drive; without having to sit in traffic; without having to park. I can just come in and get what I need. Why can't I get this? I mean that is their main push for this was when they purchased this market they thought that maybe we could add this as an added convenience to our patrons, but you know they hit the wall once and now they are trying again, but it is mostly from people in the community that are asking. I'm sure that there are people in the community that are not for this, but I have people in the community that were not paid or not coerced but just asked we want to do this; what do you think and 193 people came forward and signed and said we want this; we approve this and they are people that live there. They are not people that are transient like going to work. In that neighborhood if you have been out that way, it is a residential neighborhood per say. It's not really a high thoroughfare type of road I don't believe, but I think the people are speaking and I hope that we can get some consideration for this because it is not from a greed standpoint but a public convenience or a necessity and people are clamoring for it.

CHAIR DE JONG – Okay

COMMISSIONER GELLER – I have a question and I'd like to see that.

APPLICANT – Oh yes sir

COMMISSIONER GELLER – The conditions say that they would be able to sell from 8:00 a.m. to 8:30 p.m. I assume they are open more hours than that.

APPLICANT – No sir. Thank you very much Commissioner Geller. That is the only hours they want to be open, so they are not trying to do late night sales either.

COMMISSIONER GELLER – Is the store open beyond those hours?

APPLICANT – No

COMMISSIONER GELLER – Are they open at 8:00 a.m. and close at….

APPLICANT – Let me check for you.

COMMISSIONER GELLER – Okay

APPLICANT – They close at 8:00 right now. They are just asking for 30 minutes.

COMMISSIONER GELLER – So they want to sell alcohol when they are open?

APPLICANT – Yes sir

COMMISSIONER GELLER – Okay they're not open beyond… they won't be open beyond 8:30?

APPLICANT – Yes sir, they are not going to try and do operating hours versus sales hours. It is just set hours.

COMMISSIONER GELLER – Okay

COMMISSIONER SALAS – They stated that seven or eight licenses are already in the area and that some of them are to the major stores like Sam's Club or Costco or whatever. Do you know how many of those there are to the major chains of the licenses in the area?

APPLICANT – Actually sir if you indulge me… Sam's Club, Target, Cost Plus; there is one with no DBA so I'm not sure what this is. It is more of an investment group incorporated; Smart and Final, Riverside Petroleum which I believe is probably a gas station; La Buena Market and Walmart.

COMMISSIONER SALAS – So basically we're talking about major chains here

APPLICANT – Exactly

COMMISSIONER GELLER – Smart and Final is gone

APPLICANT – I'm sorry, I wasn't aware

PLANNING OFFICIAL TERELL – It sounds like all of those licenses are in the City of Riverside.

COMMISSIONER SALAS – Yes exactly

APPLICANT – Oh I'm sorry, they all fall within the census tract

PLANNING OFFICIAL TERELL – Which is just north of the area identified, so that census tract apparently extends out of the City.

COMMISSIONER SALAS – So basically they fall in that ABC designated for six or less but they are major stores. Okay, thank you

APPLICANT – Thank you sir

CHAIR DE JONG – Okay are there any other Commissioner questions of the Applicant?

COMMISSIONER BAKER – Yes I think I know where we're at on this. This is beer, wine and hard alcohol right?

APPLICANT – Beer and wine

COMMISSIONER BAKER – Beer and wine only… Okay no hard liquor. Okay very good, thanks

APPLICANT – No sir

CHAIR DE JONG – Are there any other questions? Okay thank you

APPLICANT – Thank you. I'm sorry; would you like to have a copy of their previous history with ABC?

CHAIR DE JONG – Okay I have one speaker. Matthew Fields please come up. There is a three minute time limit. Thank you.

SPEAKER FIELDS – My name is Matthew Fields Jr. I live at 13455 Edgemont Street, Moreno Valley. I have lived in my house for 15 years now and this

convenience store is close to Big 6 Market Liquor. Years ago it was a long distance to pick up liquor or something like that at other stores. I didn't have one close by. It is a pretty clean store. The people there are pretty nice in the neighborhood. A few there enjoy them. There are some pretty nice people there. So I would have no problem. I live probably two houses down from the market. I wouldn't have any problem with that.

CHAIR DE JONG – Alright thank you. Okay ma'am if you want to speak, it is your turn and if you could please state your name and address for the record and then please fill out a Speaker Slip for us afterward.

SPEAKER KENDALL – I'm Irene Kendall and I live at 21849 Cottonwood Avenue and I've been here in Moreno Valley since 1945. I've lived at my address since 1948. I'm just about half a block from the little store. We have a Church; we have Churches all around there. We have Churches meeting at 21640 Cottonwood Avenue at the Edgemont Women's Club. We have Liberty Baptist Church at… I've forgotten it right now.

CHAIR DE JONG – That's okay

SPEAKER KENDALL – But it is in the middle of the block of Edgemont; between Edgemont and the railroad and Bay is the name, but I would not like to see a license issued. We have a school at the end of… at Eucalyptus and we have children… that particular area is very populated with school children and teenagers too I might add. I just… well it's not a very… well let's see, there are a lot of things going on there in the community already and I really feel that this would not enhance the area at all. I know our Church is not happy with it if a license was issued and the other Churches that are meeting at the Edgemont Women's Club; there are two Churches that meet there, so that's what I have to say. All around me it is a very depraved area and I cannot think that issuing a license would help to improve our community, so that's what I have to say. Thank you.

CHAIR DE JONG – Thank you very much. Is there anybody else that would like to speak at this time? Yes, come forward sir and if you haven't filled out a Speaker Slip yet, please do so after you speak. Tell us your name and address and there is a three minute time limit.

SPEAKER – My name is Danny Chang. I live at 13162 Day Street, Apt. G205. I just want to talk to you. If the license is approved tonight I just want to tell you about the market. They are very giving away people. I know him a few months ago. He is giving away to the friends; always something; always something like coke and giving away. He is giving always with his business… the neighborhood a barbecue and hot dogs and I'm very happy he opened the market over there. It is a very dark area but he is a very bright light. I just want you to approve that and make that neighbor happy. That is why I am here. Thank you very much.

CHAIR DE JONG – Thank you. Is there anyone else who wants to speak in the audience? I can't see anyone coming forward so at this time I am going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – I have one more question. If somebody were to buy this facility, wouldn't they have to get a new Conditional Use Permit?

PLANNING OFFICIAL TERELL – No

COMMISSIONER GELLER – Can we add a condition that if there is a change of ownership they have to re-apply?

PLANNING OFFICIAL TERELL – That's a good question. I don't know the answer to that. Typically all land use approvals go with the land; they don't go with the operator.

COMMISSIONER GELLER – I know they can't keep the license, they have to apply for a new license, but I don't know if that would require them to re-seek a new Conditional Use Permit.

PLANNING OFFICIAL TERELL – Under our current code, no it would not.

COMMISSIONER GELLER – Okay but are you aware that we couldn't add a condition to…

PLANNING OFFICIAL TERELL – I'm not aware. I haven't looked into that. I don't know if Suzanne has any thoughts on that.

DEPUTY CITY ATTORNEY BRYANT – You can probably add a condition. I want to point out that the license is not before you. It is the Conditional Use Permit.

CHAIR DE JONG – Okay we are in debate right now, would you like to continue?

COMMISSIONER GELLER – Sure… I have to say that Mr. Kim gave a pretty compelling presentation because I'll tell you when I read it the first thing that I said is why are we approving more… why are we considering… well if you consider reviewing an application, but I'm saying we don't need any more liquor sales in this area and I really have a lot of doubts. But first of all, looking at everything, both the petitions and the type of stories and those sorts of things was one issue but the other real compelling this is looking at the list of licenses except for one, they are all in the City of Riverside and all Fortune One Hundred companies and I don't think that has any application whatsoever to our decision here, because I know I never approved any of those and I've been here a long time.

We've turned down several Conditional Use Permits for alcohol sales in places not too far from here, but far enough; I don't think in the same census tract, but it was a real surprise out of all these licenses there is only one that is even remotely similar, so if we were to add this one, as far as I'm concerned that is only two licenses, because all the rest of the stores are all on Day Street and that has no application whatsoever here. It's a completely different market and I don't think they're even remotely comparable. Like I say, some areas are worse than others and I mean I know there is a perception that every time there is alcohol sales, you know the whole City collapses and some places are irresponsible and some places aren't.

The fact that these applicants have a clean history with ABC is also compelling and the fact that they own the land I don't think is a trivial issue to ignore because it shows they've made a clear investment and obviously they expect to make some profit for it true; I mean I have no doubt and while I don't know that any community absolutely has to have alcohol sales, I'm not inherently opposed to it. I drink my share of wine and other things. Based on everything that we've seen, I would go ahead and agree to passing it, but I want a condition added that they must renew the license if there is a sale of the property or that the license transfers. If there is any application for a license transfer then this Conditional Use Permit will terminate and they would have to apply for a new one. Like I say much of my decision is conditioned on what I have heard and believe about these owners and I'm not going to make the same assumption on any future owners. Like I say I would propose if we do approve it that we add a condition that upon the transfer of this license then the Conditional Use Permit will expire or terminate and that I think would solve the problem because they can't get a new owner without applying for a new license.

DEPUTY CITY ATTORNEY BRYANT – If I may add something Commissioners… There are no conditions attached to this tonight because it is recommending a denial, so if you wanted to add conditions maybe we could bring it back at a future date and have the proposed conditions attached. It would give us more time to draft them.

COMMISSIONER GELLER – Okay, I forgot about that. You are absolutely right. You know like I say, the nearest one is Alessandro and it is not all that close; certainly not in walking distance and the rest of them like I say as far as I'm concerned they don't even apply even though ABC can do whatever they want but they are nowhere near and are a completely different kind of market. They serve a different market and they really have no bearing… as far as I'm concerned they have no bearing whatsoever on this particular type of operation and you know like I say I'm always reluctant to approve these in certain areas, but like I say I think ABC's assessment is simply incorrect. I would like to call up the Police Department one more time. I'd just like to ask them if they have something specific about this particular facility as to why they think we should

deny it because I would give great deference to their opinion, but if it is solely because of the numbers, you know we can make our own assessment from that.

CHAIR DE JONG – Let's do that right now. I guess I have to reopen Public Testimony… nevermind, scratch that

OFFICER HUDSON – Yes sir

COMMISSIONER GELLER – Yes do you have any…? If the six other stores were not an issue, do have any specific reason for these applicants or this particular location; if saturation wasn't an issue, does the Police Department have any particular information or opinion about this specific store or these owners or anything else other than just a saturation.

OFFICER HUDSON – Well the size of saturation. I was able to go on our website for the Riverside Sheriff's Department and from June 2009 to I believe June 2010 I've got more than 50 pages of calls for service within that area where that store is at, ranging from anything to attempted murders to DUI drivers, to drunk in public; whatever that is right here; more than 50 pages of calls for service in that area.

COMMISSIONER GELLER – What area are you talking about or the parameters that you used for that report?

OFFICER HUDSON – You are very familiar with the Edgemont area?

COMMISSIONER GELLER – Yes

OFFICER HUDSON – These calls for service are within probably within the next four or five blocks of just criminal activity alone, just around that particular store, not to mention the rest of Edgemont, where these people would actually be using this store for their alcoholic beverages, so other than just criminal activity part of it, is there anything else you would like to know regarding that census tract.

COMMISSIONER GELLER – Have you at that particular address, has there been a lot of problems.

OFFICER HUDSON – There have been several over the last year or so. Like I said there is a couple in here that are drunk in public, DUI drivers in the area, not necessarily from that location but they are within that area, which people obviously have alcohol beverage problems within that area. This will just add to another.

COMMISSIONER GELLER – Okay, thank you.

COMMISSIONER SALAS – So what you are saying basically is that they are going out of their way to purchase the alcohol now a little further away from where they are now and it would make it more convenient for them to get it local more local so the crime rate would go up? Is that what you are stating?

OFFICER HUDSON – Yes sir and coming from my own personal… I've been here in this City for six years as an Officer working the streets. I know this area very well. I know Edgemont very well. I have worked Special Enforcement Teams where we work with a lot of undercover type of projects in this area. I know what type of criminal activity is coming out of this area. As of right now the people are not going to this location to get alcoholic beverages. They are going to Alessandro where there are several liquor stores within that area.

COMMISSIONER SALAS – But they are going to keep selling alcohol in that area; is that correct?

OFFICER HUDSON – In the Alessandro area?

COMMISSIONER SALAS – Yes

OFFICER HUDSON – Correct

COMMISSIONER SALAS – I've lived here also since 1970. Edgemont has never been a desirable area especially the area that you are talking about; the Edgemont Street area so…

OFFICER HUDSON – This is coming from my own personal experiences with this area. Like I said this is only a year or a year and half worth of data with criminal activity. If we were to go back even further we'd have quite a stack of paper here.

COMMISSIONER SALAS – Thank you

CHAIR DE JONG – I'm going to open Public Testimony and call the Speaker to the podium. Please state your name and address for the record.

SPEAKER – My name is Yvonne Coles. I live at 13561 Edgemont. I'm right across the street from them. I like the little store. Since he's been there, there has not been any problem on our neighborhood. I know there are people that are doing things in the neighborhood, but not on our street or right at Jericho's. He doesn't let people gather around that store and I like him because he looks out for our people and the kids there, him and his wife both and we have not had no problems. I don't understand why the Officer said that but I know on that street there has been no problem. There have been car accidents where people have been driving too fast up and down Cottonwood because I've called the Police myself to report those accidents and he does too. As far as shooting or

attempts or whatever around there; there is no shooting on our street. It's been real nice and comfortable there and those people look out. He doesn't let anybody hang around on that store if they look like they are going to cause trouble. He will call you guys. I mean the Police Department yourself and I know I'm out there all the time on my handicap scooter and I never have for the last 12 years and I have not had a problem. No one has a problem. Our neighborhood is very quiet and very nice and it is going to make easier for a lot of us that do go to the store and need this and is there for us. That is why I appreciate it being there. As far as the drinking and stuff I don't drink no more, but I would appreciate it if it was there that I could go home in my own house because it would be too far for me to go, but I don't see a problem because he is a very good responsible person. I know he would not let anybody be loitering around. So that's all I have to say. Thank you

CHAIR DE JONG – Thank you very much. While the Public Testimony is open, is there anyone else who would like to speak. Okay, I'm going to close Public Testimony again and reopen Commissioner Debate. Were you finished Commissioner Geller?

COMMISSIONER GELLER – Yes, I want to hear what everyone else has to say then I might say something else.

CHAIR DE JONG – Okay

COMMISSIONER SALAS – I agree with… I just think that if the neighborhood market and the idea of the neighborhood market is to serve the neighborhood and the hours that they are open; from 8 to 8, I don't see that as real trouble in that timeframe and also I agree with the community. I agree with the neighbors. If you want to go across the street and go get a six pack of beer instead of going to Costco or Cost Plus, because you know the hassle when you go there, I don't see anything wrong with it. I think that it serves the neighborhood and that's the idea of a neighborhood market.

CHAIR DE JONG – Thank you.

COMMISSIONER DOZIER – As much as I would like to reward the owners of the store for being good citizens and for being sensitive to the needs of the community and providing for the community, I have a problem at all times helping people get access to any drug that has ruined so many of our lives. All I have to do to stay consistent with that philosophy is to support the Police decision and support our Planning Department's decision to deny it. I think it is too bad that this particular community who needs convenience for many things and that the application is for a permit that will allow them to sell beer and wine, I feel badly about that because I'm going to take the position that I want to support the recommendation to deny it. I just philosophically don't feel good about making it easier for a community that has already demonstrated that there are problems in

the general community; many alcohol related problems that the Police have documented for many, many years and I don't want to contribute to that. I don't want to make it more convenient for those folks who have had those problems and have made that problem for that community to make it easier for them to get any more of it or let them travel the longer distance. If they want the beer and wine, let them go the further distance. That's my personal opinion and I'm going to support the recommendations of our City Planners and our Police Department.

CHAIR DE JONG – Before I ask for any more comments I have just a question for Staff. I think I read that being a Conditional Use Permit; if there is any issue of non-compliance at all it can be revoked. Is that correct? Did I read that right?

PLANNING OFFICIAL TERELL – There is a process. If there is a concern, what would happen is we'd advise the permitee of that and we would bring forward something to the Planning Commission. We'd basically have another hearing and it would be a revocation hearing at which time the Planning Commission would hear evidence from both sides and then make a determination whether or not to revoke the Conditional Use Permit. So it's a process.

CHAIR DE JONG – How long approximately would that process take?

PLANNING OFFICIAL TERELL – We haven't done too many of them. I would say it is a 60 to 90 day process.

COMMISSIONER GELLER – I don't think I've ever done one and I've been here 14 years or something.

PLANNING OFFICIAL TERELL – Yes I know. I think we had one and I think it was related to a night club was the last time we had one, so it's pretty rare.

CHAIR DE JONG – Who would investigate that process; the Police Department for example?

PLANNING OFFICIAL TERELL – It could be the Police Department. It could be a complaint from the neighborhood that we would investigate. It could be you know… but it is usually internal. The other potential… the other thing that is obviously at risk is the alcohol license itself and I suspect that it's generally a more effective way. Say they lose their liquor license for bad behavior; then that would be a pretty simple reason to revoke the Conditional Use Permit. That would be evidence that would be presented. Obviously they couldn't operate under the Conditional Use Permit if they have no liquor license, but…

COMMISSIONER MARZOEKI – How would they lose their liquor license? How would they typically lose that?

PLANNING OFFICIAL TERELL – I'm going to ask the Detective.

COMMISSIONER GELLER – I can answer that. A sale to minor's violation…

COMMISSIONER SALAS – Drinking on premises…

COMMISSIONER MARZOEKI – All those things okay

PLANNING OFFICIAL TERELL – I mean they do an investigation. Either they would observe themselves inappropriate behavior on the part of the licensee or they would have a complaint they would investigate; meaning ABC, the Alcohol, and Beverage Control and I know they take it very seriously.

CHAIR DE JONG – So currently there is a license and we're voting on the Conditional Use Permit.

PLANNING OFFICIAL TERELL – No there is no license. They have applied for a license. The Police Department has recommended against granting that license which the City has to override; has to find that public convenience so if the Planning Commission was interested in granting this property owner or business owner that then we would bring it back and you would have to make a finding of public convenience which means the needs of the surrounding community overrode that limitation on the number of licenses in some proximity.

CHAIR DE JONG – Okay

DEPUTY CITY ATTORNEY BRYANT – And if I may add to that… In order to grant a Conditional Use Permit you know that you have to make the findings that it will not be detrimental to the public health, safety or welfare or be materially injurious to properties or improvements in the vicinity.

CHAIR DE JONG – Okay thank you.

COMMISSIONER BAKER – You know looking at these and I assume most of these signatures are valid on this petition that the landowners have put together. I mean there is a bunch and I don't know if it makes any difference on these applications where you know that I've been in the restaurant business and you know where we've had hard liquor or had full bar you have a lot more problems than a beer and wine deal and my feeling here with the track record that these owners have, which I'm not going against the Planning Commission or the Police or anything, but from what hearing here and from what they've been doing running the operation and everything with the food, I don't know why they would subject themselves to mess up the rest of their business for selling beer and wine. So from what I'm hearing it sounds like they are responsible. They want to come to bat and do this. I don't think it is on a profit deal. I think it is more of a convenience to the community and I think from what I understand they can always limit who they sell that too. I think the minors; what is it; you have to be over 25 to buy liquor now…

COMMISSIONER GELLER – 21 still

COMMISSIONER BAKER – So you've got that… Well you know there is nothing saying they have to sell the liquor to the person I mean I wouldn't think. So my deal is and I know the area has got its problems, but we've got other areas of the City that have their problems. It just doesn't seem fair to me that they should be denied a Conditional Use Permit on the situation especially when six out of those 8 are national chains that really don't sell per say over the counter type. I mean they are selling case goods and things like that and the other thing here is this is not a liquor store. If this was going in here as JR's Liquor Store here then I'd say no, but where it is part of a reputable market where they have their money invested in it, I say we take a hard look at moving forward with it. This is just my opinion.

COMMISSIONER MARZOEKI – Well this is a hard one. I came in here and I had read the Staff Report and everything and it was like… well I never make my decision until I'm actually sitting here because so many things always change, but I was already just to say okay well we've got too much saturation in the area here and we can't possibly go farther than that, but then finding out that you know most of those businesses are in Riverside, that puts a different light on it. This is a neighborhood market. It is serving the community. It is only open from 8 to 8:30, so there is limited hours. Can something happen; yes something can? You can drink any time of day, it doesn't really matter, but on the other hand, here I am a Planning Commissioner and I'm supposed to look out for the community as well and what is not to say that people can't go that extra distance and actually get the alcohol elsewhere, so I struggle with that female side of me along with the Planning Commissioner side of me. This is a really, really difficult one for me, but I think I side on the side of the applicants. Just the things that I've heard tonight about them; they are very good for the community; they are here to stay; they own the property; they'll probably be here for awhile. That is what my heart is telling me instead of my mind and I normally don't do this. I normally don't vote based on my heart, but my heart is telling me that this is something that we got to go forward with and not deny.

CHAIR DE JONG – Would you like to revisit

COMMISSIONER GELLER – Yes I would. I sat in on a number of these applications over the years and a few of them I was very unhappy that the Police Department in some cases didn't even bother to write a report and in some cases I was pretty surprised that they signed off on it and in some of them I'm sure that no one paid much attention to it. To me the most important thing for these types of… for this particular….for alcohol sales or for any decisions alcohol related, it is what can it do to the community in terms of crime and other issues. I mean that has to rank more importantly than anything else.

Whether it is profit, convenience or whatever, if there is any reasonable possibility it is going to increase crime or other issues in that community, there is no way I would vote for it. I mean I think that's a risk that is just not worth taking. I mean if somebody has to go a few more blocks, they have to go a few more blocks. I understand the one issue of convenience is it probably encourages people to drink more because they may not be inclined to go 20 blocks but they might walk across the street. I have to give great deference to the Police Department's opinion and I know this area, I worked it myself for many years working with the Moreno Valley Police Department and it is a serious crime area and antidotal of other evidences whenever there is alcohol people open the bottles and they open the cans when they get out the front door and start drinking before they get home and anyone thinks otherwise particularly if they are walking. They are not going to wait until they get home half the time. I have to follow… I mean I think the crime reports provide a very compelling story and in a very small area and if there is any reasonable possibility this could cause an increase in crime I'm not going to do it. I'm not going to vote for it. I don't think it is fair to the residents that live there.

I think one woman said her street was perfectly quiet. I don't know; like I say I worked it for many, many years and it's an area with its problems and I don't want to add to them. We do what we can to try to improve the City. Again the customers of Target and all those places… the practical side is there are not nearly as likely to go start drinking in the parking lot than people that walk to a convenience store. I mean you go to any convenience store that sells alcohol and you are going to see people drinking in the parking lot on their way out or whatever. This is one of the toughest in terms of these types of Conditional Use Permits. I don't have a clear; I am torn but I have to… like I say I complained when the Police Department didn't participate in the past in these decisions and at this point they have participated and they have given their opinion and I have to give it great weight, almost more than anything else absent it being completely unreasonable, so based primarily on the crime issue or the potential for crime issue and the surrounding neighborhood, I'm going to vote against it. The only thing that I'd ask that if I'm outvoted and the Commission is desirous of allowing it that we condition it like I said before that when they do the conditions that one of the conditions be that if the license goes up for renewal the CUP will terminate, so we won't at least have to worry about a new owner taking over that hasn't had the same scrutiny as this owner. Anyway I'm sorry. Like I say I have been torn heavily, but I have to give great deference to the Police Department in this matter because like I say I'm not here to approve something to increase crime in the City.

CHAIR DE JONG – Okay my turn. I am torn as well. Actually it is a hard one. I came in thinking it might not be quite as hard as it is. I have a lot of respect for communities and community markets and all that and the way communities interact with each other. I don't see that changing very much with either way this goes. Apparently it is a nice community and that's good and the owners are

responsible and that's good. I hope they stay that way. We very rarely get any real communication from the Police Department regarding our projects. Sometimes we do but often we don't and as Commissioner has been said it has been kind of lacking in the past and when we do get a report, it is important and I rate it and these are the people that are out there every day and they see what I don't see and they respond to what I'm not responding to and they are telling us that there is a large crime rate right now in that small concentration of area and I have to believe them. I have to go with that. I have to pay a great deference to their written opinion and their job is to protect the City of Moreno Valley and I hope the applicant and the people in that community understand that they are protecting them as well and I have to go ahead and agree with the City and deny this Conditional Use Permit on that basis, so thank you. It seems like we might have a split.

COMMISSIONER GELLER – I mean let me just make the motion that's recommended and we'll take the vote and see what the vote actually is…

CHAIR DE JONG – An aye vote would be agreeing with the denying.

COMMISSIONER GELLER – Correct, yes. I'm going to make a recommended motion and then assuming somebody seconds it, we'll take a vote and it if fails, then you know we'll have to…

CHAIR DE JONG – Okay, so bear in mind that an aye vote is to deny.

COMMISSIONER GELLER – Okay I'd like to make a motion that we **APPROVE** Resolution No. 2010-26 thereby **DENYING** PA09-0027 Conditional Use Permit, with no action on the environmental issue required.

CHAIR DE JONG – Okay is there a second?

COMMISSIONER DOZIER – Second

CHAIR DE JONG – All those in favor?

Opposed – 2 (Commissioner Baker, Commissioner Salas)

Motion carries 4 – 2

CHAIR DE JONG – Thank you. Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this action shall be final unless appealed to the City Council within 15 days.

CHAIR DE JONG – Okay, thank you. Thank you very much applicant and community for coming out and thank you for letting us hear your thoughts.

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PA09-0027jd

General Plan Land Use Map

Legend

- Feature Buffer
- Highways
- Bike Ways
- Existing
- Proposed
- Circulation Plan
- Divided Major Arterial
- Divided Major Arterial - Reduced Cross Section
- Divided Arterial - 6 lane
- Divided Arterial - 4 Lanes
- Arterial
- Minor Arterial
- Minor Arterial - Pigeon Pass Cross Section
- Collector
- Master Plan of Trails
- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State
- Parcels
- Roads
- Land Use
- Business Park
- Commercial
- Floodplain
- Hillside Residential
- Light Industrial
- Mixed Use
- Office
- Open Space
- Public Facilities
- Planned Residential
- Residential/Office
- Residential: Max 1 du/ac
- Residential: Max 18 du/ac
- Residential: Max 15 du/ac

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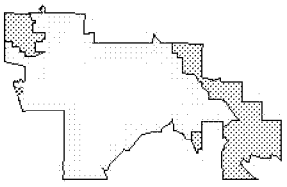

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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ATTACHMENT 7

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PA09-0027jd

Zoning Map

Legend

- Feature Buffer
- Highways
- Parcels
- Roads

Zoning

- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Waterbodies

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

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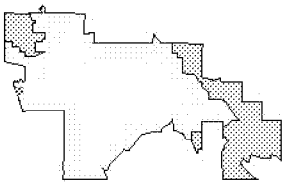

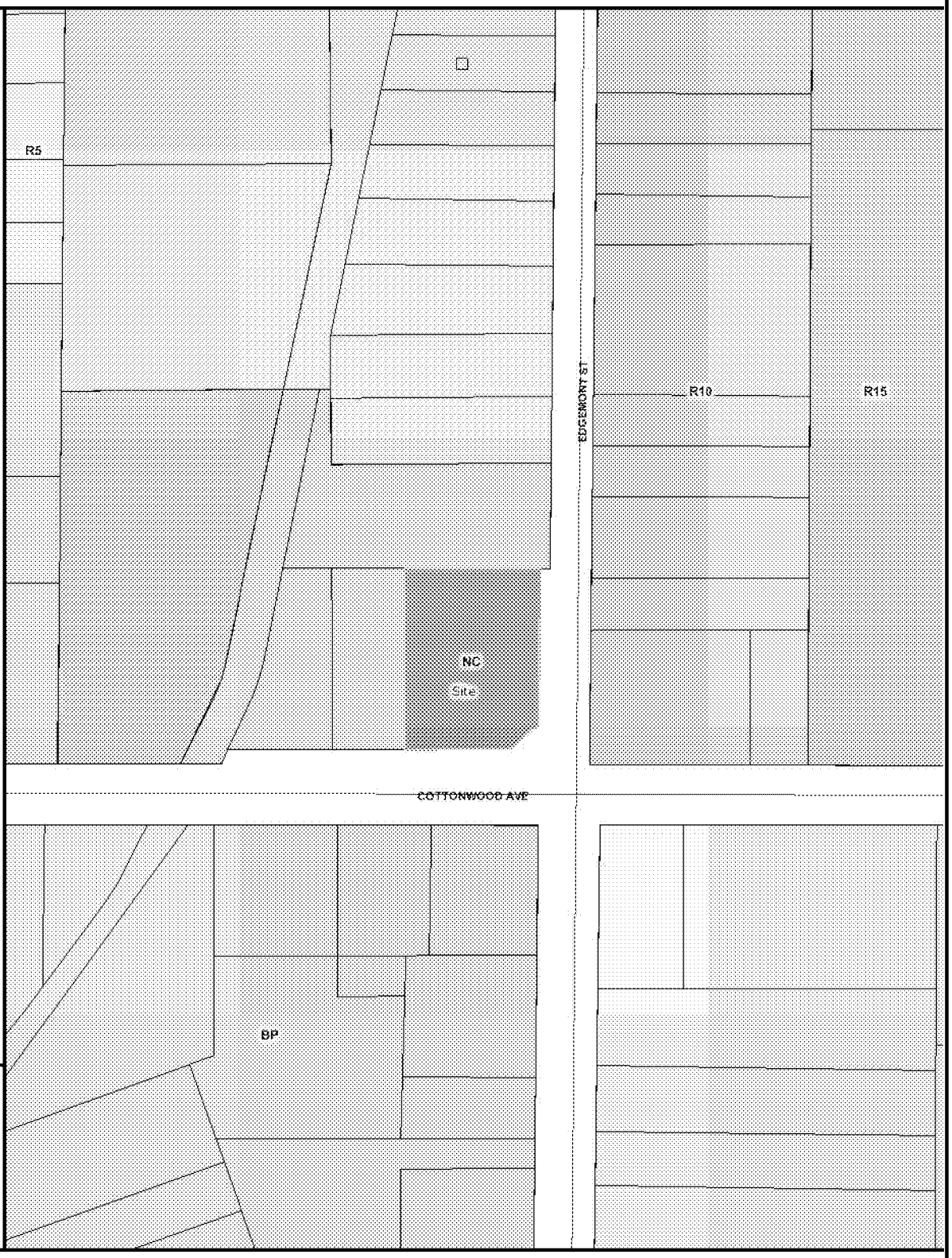

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ATTACHMENT 8

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MORENO VALLEY
WHERE DREAMS TOWER

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PA09-0027jd

Aerial Photograph

Legend

- Feature Buffer
- Highways
- Parcels
- Roads
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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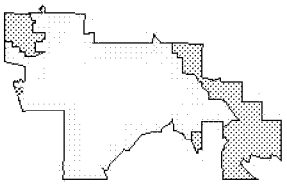

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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ATTACHMENT 9

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MORENO VALLEY
WHERE DREAMS COME

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Subject: Hearing for a liquor license permit for Big # 6 food Mart.
To: Julia Descoteaux
From: Arnold G Nunez

Related to the Public Hearing for a liquor license for Big # 6 Food Mart, located on 21748 Cottonwood Ave, Moreno Valley, CA.

I'm opose to the Conditional Use Permit, for the store mentioned above, due to the different situations that happened before, when there was a Circle K store, that sold all kinds of alcoholic beverages. There were roberies, drug dealing, and fights most of the time. There used to be a convenient phone booth on the street, to making phone calls, and it had to be taken away, for the reason that, there were making drug deals. We heard the discussions and arguments from drinking people, even during the night hours. We live close to the store, so, we witnessed all kinds of activities, and we do not like this to happen again.

We want to live in a clean environment, where our kids are able to playing in the yards, and even walking on the street. There is a liquor store "Charlie Boys," on Alessandro Blvd, only three blocks from Cottonwood and Edgemont St. and they also had problems with robberies not long ago. I personally, think that we do not need another liquor store in the area.

My neighbors, Rose and Jim Kosterlinstky, 21719 Cottonwood Ave, are reliant accepting this petition.

Thank you for your consideration and pray that you will understand, our feelings towards this petition.

Arnold G Nunez

ATTACHMENT 10

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CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: June 28, 2011

TITLE: APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate;

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill vacancies for the various City Council Boards and Commissions, with certain terms expiring June 30, 2011.

Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. All applicants complied with this requirement.

The commissions, boards, applicants, and vacancies to be filled are as follows:

ACCESSIBILITY APPEALS BOARD

Two (2) terms expiring June 30, 2014
Physically Challenged Representative

None

ARTS COMMISSION
Three (3) terms expiring June 30, 2014

Lorna Kendrick*
Lauretta Phillips*
Nina Hiers

ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
Two (2) terms expiring June 30, 2014

Gerald Michael Budlong*
Gregory A. Hagans

LIBRARY COMMISSION
Three (3) terms expiring June 30, 2014

Beverly A. Crockett*
Kristina Dixon*
Cathy Merkt*

PARKS AND RECREATION COMMISSION
Two (2) terms expiring June 30, 2014

Bill Alvarez*
George Brummer
Marie Hyta
Monique Flaherty
James Lucha (former teen member)

RECREATIONAL TRAILS BOARD
Three (3) terms expiring June 30, 2014

Margie Breitkreuz*
Gilbert Brook*

SENIOR CITIZENS' BOARD
Three (3) terms expiring June 30, 2014

Delorise Anderson*
Donna Annetta
Gwendolyn Cross*
Thelma Dunn

TRAFFIC SAFETY COMMISSION
Three (3) terms expiring June 30, 2014

Lawrence Baird*
Mary C. Cole*
Arthur W. Higgs

*Incumbent

ALTERNATIVES

Members of the Council appointed boards and commissions serve in an advisory capacity to the City Council. Choosing not to appoint members to the above-mentioned boards and commissions would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notices of Openings
2. Publication of the agenda
3. Report and agenda mailed to applicants

ATTACHMENTS

None

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: June 28, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 has Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program. Additionally, First Industrial was conditioned to help support the CSD median program specific to this project, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charges for the CSD Zone M program. The property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 28, 2011 and the Public Hearing on July 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, removing litter,

maintaining the irrigation systems, weed control, payment of the water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charges for APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 were estimated based on the proposed fully improved Perris Blvd. median adjacent to the parcels. The annual charges shall not be levied until such time as the planning of the median begins. Upon future development, parcels adjacent to the proposed median shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charges for balloting APNs shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for First Industrial for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charges for CSD Zone M. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*

2. **Do not accept public comments** regarding the mail ballot proceeding for First Industrial for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charges for CSD Zone M. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charges for First Industrial are as follows:

Property Owner	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
First Industrial		
APN 316-200-003 (and any division thereof)	$205	$494.31
APN 316-200-009 (and any division thereof)	$205	492.14
APN 316-200-010 (and any division thereof)	$205	516.09
APN 316-200-011 (and any division thereof)	$205	489.96
APN 316-200-012 (and any division thereof)	$205	2,184.13
APN 316-200-013 (and any division thereof)	$205	520.44
APN 316-200-014 (and any division thereof)	$205	520.44
APN 316-200-018 (and any division thereof)	$205	1040.89
APN 316-200-028 (and any division thereof)	$205	435.52
APN 316-200-029 (and any division thereof)	$205	1,796.51

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-

Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

There is no impact on the General Fund for medians constructed as a condition of development. The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The collection of the CSD Zone M annual charges is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for First Industrial.

NOTIFICATION

On May 17, 2011, a ballot packet was mailed to the owner of each parcel associated with Tentative Parcel Map 35859. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the June 28, 2011, Public Meeting and July 12, 2011, Public Hearing was published in The Press-Enterprise on June 9, 2011. Additionally, the Public Hearing notification was published on June 23 and will be published again on June 30, 2011.

ATTACHMENT

Attachment 1: First Industrial sample mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA07-0165 First Industrial (TPM 35859)\Stfrpt PM 06.28.11.doc

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TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

First Industrial
c/o First Industrial Realty Trust
Jeff Evans, Operations Director
898 N. Sepulveda Blvd., Suite 750
El Segundo, CA 90245

May 17, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 are subdivided. If APNs are merged then the annual charges for those APNs shall be combined. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2010/11 for the proposed Perris Blvd. median is $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy

amount will be assessed to APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, July 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the ballots are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if a simple majority of the returned valid weighted ballots approve the annual charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted ballots oppose the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, July 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for ASSESSOR PARCEL NUMBERS (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof), **I approve** the annual CSD Zone M charges for FY 2010/11 for the proposed Perris Blvd. median of $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. Beginning FY 2011/12, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amounts shall be assessed on the Riverside County property tax bills as planning of the Perris Blvd median occurs. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
316-200-003 (and any division thereof)	☐	☐	$494.31
316-200-011 (and any division thereof)	☐	☐	$489.96
316-200-028 (and any division thereof)	☐	☐	$435.52
316-200-029 (and any division thereof)	☐	☐	$1,796.51

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for TPM 35859 is $8,490.43.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for Assessor Parcel Numbers (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-200-003 (and any division thereof)	☐	☐	$205 per parcel
316-200-011 (and any division thereof)	☐	☐	$205 per parcel
316-200-028 (and any division thereof)	☐	☐	$205 per parcel
316-200-029 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

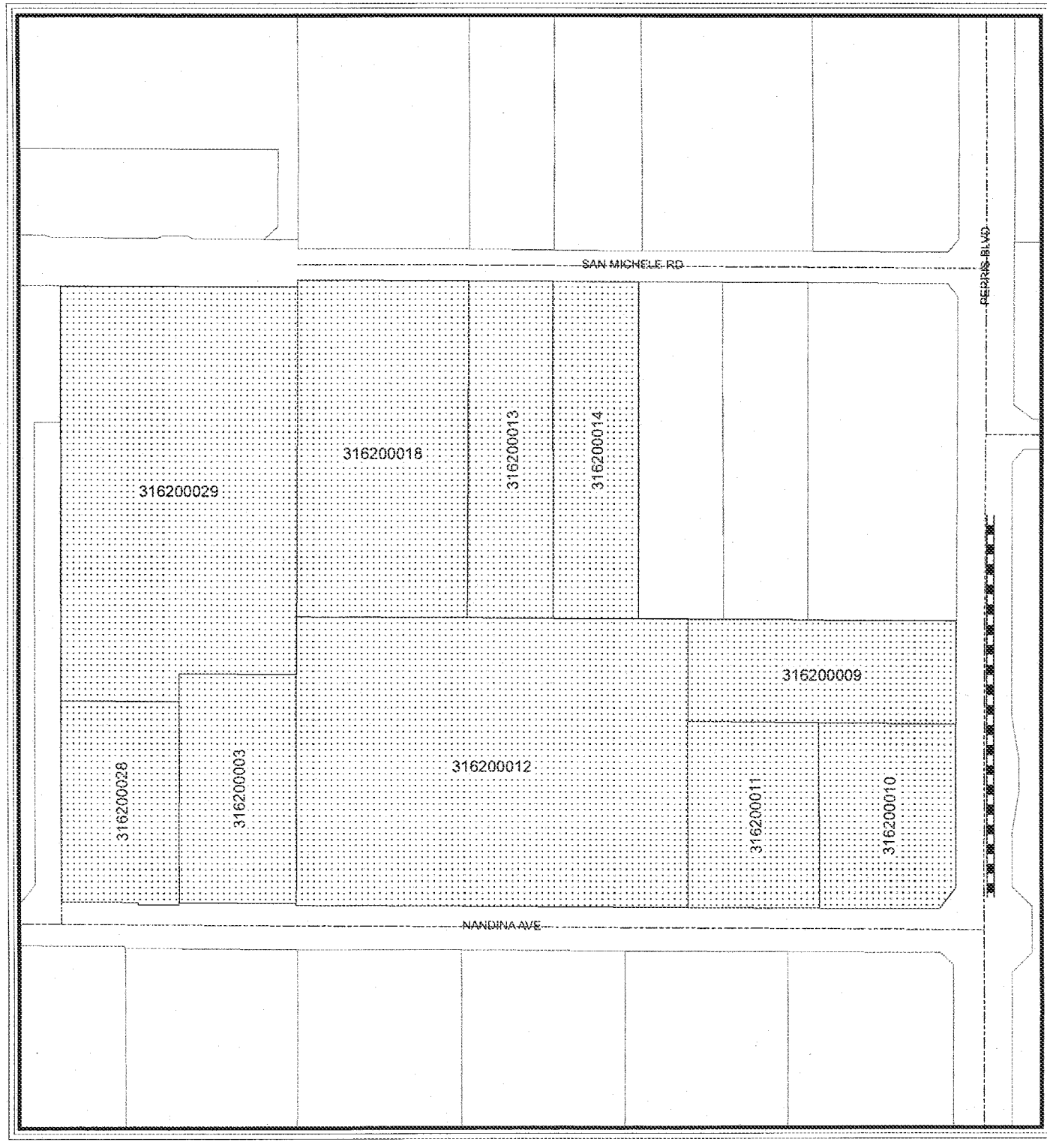

TPM 35859

APN

- 316200003
- 316200009
- 316200010
- 316200011
- 316200012
- 316200013
- 316200014
- 316200018
- 316200028
- 316200029
- Roads
- Parcels
- City Boundary
- Median
- Landscaped Areas

N

Map reflects all changes indicated on Riverside County Assessor Maps as of May 11, 2011.

0 150 300 450 600 Feet

G:\AVP\SDA\TPM 35859 PA07-0165.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: June 28, 2011

TITLE: AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership.

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

1. Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

BACKGROUND

The Hemlock Family Apartments project is a planned 78 unit (including a manager unit) affordable housing development to be situated on 5.37-acres on Hemlock Avenue just west of Perris Boulevard. The Community Redevelopment Agency of the City of Moreno Valley and Rancho Belago Developers Inc. previously entered into a Conditional Commitment Letter Agreement on March 8, 2011 for the development of the Hemlock Family Apartments. The Developer of the affordable housing complex is Rancho Belago

Developers, Inc. using a limited partnership structure for the project—MV Hemlock LP. This is a common practice for development projects.

DISCUSSION

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Hemlock Family Apartments project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

The Hemlock Family Apartments project consists of 78-units (including 1 manager unit). On March 8, 2011, the RDA approved a Conditional Commitment Agreement providing the framework for $6.3 million in assistance from the RDA (through Housing set-aside funds), along with a $1.2 million loan from the City's HOME funds. Additionally, the project utilizes $4.1 million in bond financing through the California Statewide Communities Development Authority of Multi-Family Housing Bonds. The project proforma was been evaluated by a 3rd party financial consultant (with a reputation as a leader in the field) which determined the proposed project as sound and consistent with similar affordable housing projects.

Based on maximizing the RDA's cash flow for Housing set-aside funds and the timing of proposed project the following is the recommended funding schedule for the project.

- $5.3 million loan from RDA set-aside funds at the close of the project's construction loan (targeted for October 2011).
- $800,000 loan from RDA set-aside funds at the project's permanent loan closing (targeted for August 2013).
- $1.2 million loan from City's HOME funds at projects permanent loan closing (targeted for August 2013).
- $200,000 loan from RDA set-aside funds one year after permanent loan closing (targeted for August 2014).

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley. Another document, an Agreement, has been drafted by legal counsel to provide the terms and conditions for the financing considerations from City HOME funds. The document provides for compliance with the HOME program and requirements established by the U.S. Department of Housing and Urban Development.

ALTERNATIVES

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement and Affordable Housing Agreement for HOME.

2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

FISCAL IMPACT

The approval of the Affordable Housing Agreement has NO impact to the City's General Fund. The funding of the project shall be fully provided for by the Agency's Affordable Housing Set-Aside Fund.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution No. 2011-70
Attachment B – Resolution RDA No. 2011-10
Attachment C – Affordable Housing Agreement – RDA
Attachment D – Affordable Housing Agreement – HOME

Prepared By:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY WITH MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AND APPROVING AND AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Hemlock Limited Partnership, a California limited partnership (the "Participant") has acquired fee title to certain real property located on Assessor's Parcel Numbers 481-322-045, 481-281-059, and 481-281-060 (the "Site") and proposes to construct seventy-eight (78) apartment units at the Site, seventy-seven (77) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agency Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of $6,300,000 (exclusive of City fee waivers as to City fees in the amount of $702,000), plus City funding under the HOME Program of $1,200,000 (the "City HOME Amount"), the Agency has reviewed the request by Participant and has obtained advice from a land economist in connection therewith. The proposed Agency Agreement provides for Participant to develop seventy-eight (78) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) fourteen (14) one-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. All such units shall be enforceably restricted for an approximately fifty-eight (58) year period. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 4% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("4% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agency Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Participant has agreed to construct seventy-eight (78) dwelling units on the Site; and

WHEREAS, under the Agency Agreement the Agency would disburse certain moneys defined in the Agency Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agency

Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agency Agreement, restrict occupancy of certain of the apartment units in the Project to households of limited income, and rent those units at an affordable rent, all as more particularly set forth in the Agency Agreement; and

WHEREAS, the Agency Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 4% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agency Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agency Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agency Agreement and believes that the Agency Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agency Agreement is in consideration of the particular uses required by the Agency Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agency Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Six Million Three Hundred Thousand Dollars ($6,300,000) under the Agency Agreement (which amount is exclusive of City fee waivers and does not include the sum of One Million Two Hundred Thousand Dollars ($1,200,000)(the "HOME Amount") which it is contemplated City will infuse using HOME moneys); and

WHEREAS, the Participant has proposed and City staff recommends that the City Council approve an agreement in the form submitted herewith entitled "Affordable Housing Agreement (HOME), dated as of June 21, 2011 by and between the Participant and the City (herein, the "City Agreement"), which City Agreement provides for the restriction of certain rental units on the Site to be restricted as affordable units under the "HOME Program" and "HOME Regulations", all as defined and provided under the City Agreement; and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agency Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agency Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agency Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agency Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agency Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agency Agreement was duly noticed in; and

WHEREAS, the proposed Agency Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agency Agreement have been taken in an appropriate and timely manner; and

WHEREAS, no approval is given by this resolution concerning the commitment of HOME moneys by the City in any amount, it being the intention of the City to consider such a matter at a later point in time; and

WHEREAS, the Agency Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agency Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agency Agreement and believes that the redevelopment of the Site pursuant to the Agency Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

Section 1. The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agency Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The City Council finds and determines that the Project (as described in the Agency Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agency Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agency Agreement is reasonable and necessary.

Section 4. The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agency Agreement), is not available, and the Agency Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The City Council hereby finds and determines that the Agency Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The City Council hereby consents to the approval by the Agency of the Agency Agreement in substantially the form presented to the Agency and the City Council, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The City Manager is authorized to execute, on behalf of the City, those instruments provided under the Agency Agreement to be executed on behalf of the City. A

copy of the Agency Agreement when executed by the Agency shall be placed on file in the office of the City Clerk.

Section 7. The City Council acknowledges that the Agency may authorize the Executive Director of the Agency (or his designee) to make revisions to the Agency Agreement which do not materially or substantially increase the Agency's or City's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agency Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agency Agreement and related documents.

Section 8. The City Council hereby approves the City Agreement in substantially the form presented to the City Council, subject to such revisions, if any, as may be authorized by the City Manager. The City Manager is authorized to execute, on behalf of the City, those instruments provided under the City Agreement to be executed on behalf of the City. A copy of the City Agreement when executed by the City shall be placed on file in the office of the City Clerk.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

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RESOLUTION NO. RDA 2011-10

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

WHEREAS, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

WHEREAS, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

WHEREAS, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

WHEREAS, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

WHEREAS, MV Hemlock Limited Partnership, a California limited partnership (the "Participant") has acquired fee title to certain real property located on Assessor's Parcel Numbers 481-322-045, 481-281-059, and 481-281-060 (the "Site") and proposes to construct seventy-eight (78) apartment units at the Site, seventy-seven (77) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

WHEREAS, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

WHEREAS, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of $6,300,000 (exclusive of City fee waivers as to City fees in the amount of $702,000), plus City funding under the HOME Program of $1,200,000 (the "City HOME Amount"), the Agency has reviewed the request by Participant and has obtained advice from a land economist in connection therewith. The proposed Agreement provides for Participant to develop seventy-eight (78) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) fourteen (14) one-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. All such units shall be enforceably restricted for an approximately fifty-eight (58) year period. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

WHEREAS, Participant has agreed to seek a preliminary reservation for 4% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("4% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

WHEREAS, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Participant has agreed to construct seventy-eight (78) dwelling units on the Site; and

WHEREAS, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the

requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to households of limited income, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

WHEREAS, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 4% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

WHEREAS, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

WHEREAS, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

WHEREAS, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

WHEREAS, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

WHEREAS, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

WHEREAS, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

WHEREAS, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

WHEREAS, the Agency will expend up to Six Million Three Hundred Thousand Dollars ($6,300,000) under the Agreement (which amount is exclusive of City fee waivers and does not include the sum of One Million Two Hundred Thousand Dollars ($1,200,000) which it is contemplated City will, subject to its customary hearings and processing in connection therewith, aware from HOME moneys available to City); and

WHEREAS, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

WHEREAS, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

WHEREAS, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

WHEREAS, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

Section 2. The Agency finds and determines that the Project (as described in the Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

Section 3. The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

Section 4. The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

Section 5. The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

Section 6. The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

Section 7. The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement and related documents.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley,
Acting in the capacity of Chairperson of the
Community Redevelopment Agency of the
City of Moreno Valley

ATTEST:

_____
City Clerk, acting in the capacity of
Secretary of the Community
Redevelopment Agency of the
City of Moreno Valley

APPROVED AS TO FORM:

_____
City Attorney, acting in the capacity
of General Counsel of the Community
Redevelopment Agency of the
City of Moreno Valley

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

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AFFORDABLE HOUSING AGREEMENT

by and between the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

and

MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership

Table of Contents

Page

1. DEFINITIONS AND INTERPRETATION 2

1.1 Defined Terms 2
1.2 Singular and Plural Terms 12
1.3 References and Other Terms 12
1.4 Exhibits Incorporated 12
1.5 The Redevelopment Plan 12
1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions 12

2. SITE CONTROL; PARTICIPANT PAYMENTS 14

2.1 Ownership of the Site; Obligation to Develop and Operate. 14
2.2 Participant Payments 14

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE 15

3.1 Agency's Conditions to Disbursement of the Agency Disbursement Amount 15
3.2 Agency Disbursement Amount 17
3.3 Agency Note; Submittal of Annual Financial Statement and Residual Receipts Reports 17

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING 18

4.1 Scope of Development 18
4.2 Design Review. 18
4.3 Time of Performance; Progress Reports 19
4.4 Cost of Construction 19
4.5 Insurance Requirements 19
4.6 Obligation to Repair and Restore Damage Due to Casualty 20
4.7 Indemnity 21
4.8 Rights of Access 22
4.9 Compliance With Laws 23
4.10 Nondiscrimination in Employment 24
4.11 Taxes and Assessments 24
4.12 Liens and Stop Notices 24
4.13 Certificate of Completion 24
4.14 Further Assurances 25
4.15 Financing of the Improvements. 25
4.16 Mechanics of Disbursement of Agency Disbursement Amount. 29
4.17 Establishment and Maintenance of Accounts 30

5. COVENANTS AND RESTRICTIONS. 30

5.1 Use Covenants 30
5.2 Affordable Housing Requirements. 31
5.3 Verifications. 32
5.4 Maintenance of Site 33

Table of Contents
(continued)

Page

5.5 Nondiscrimination Covenants 33
5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction 34

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES. 34

6.1 Formation, Qualification and Compliance 34
6.2 Execution and Performance of Project Documents 35
6.3 Covenant Not to Transfer Except in Conformity 35

7. DEFAULTS, REMEDIES, AND TERMINATION. 36

7.1 Default Remedies 36
7.2 Institution of Legal Actions 36
7.3 Termination by the Participant 36
7.4 Termination by Agency 36
7.5 Acceptance of Service of Process 37
7.6 Rights and Remedies Are Cumulative 37
7.7 Inaction Not a Waiver of Default 37
7.8 Applicable Law 37
7.9 Modification of Agency Participant CC&Rs 37
7.10 Enforced Delay; Extension of Times of Performance 37
7.11 Limitation Upon Transfer 38
7.12 Non-Liability of Officials and Employees of Agency 39
7.13 Relationship Between Agency and Participant 39
7.14 Agency and City Approvals and Actions 40
7.15 Real Estate Brokers 40
7.16 Attorneys' Fees 40

8. MISCELLANEOUS 40

8.1 Obligations Unconditional and Independent 40
8.2 Notices 40
8.3 Survival of Representations and Warranties 41
8.4 No Third Parties Benefited Except for City 41
8.5 Binding Effect; Assignment of Obligations 41
8.6 Counterparts 42
8.7 Prior Agreements; Amendments; Consents 42
8.8 Governing Law 42
8.9 Severability of Provisions 42
8.10 Headings 42
8.11 Conflicts 42
8.12 Time of the Essence 43
8.13 Conflict of Interest 43
8.14 Warranty Against Payment of Consideration 43

ATTACHMENTS

ATTACHMENT NO. 1	SITE MAP
ATTACHMENT NO. 2	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT NO. 3	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 4	CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
ATTACHMENT NO. 5	CALCULATION OF AFFORDABLE RENTS
ATTACHMENT NO. 6	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 7	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 8	CERTIFICATE OF COMPLETION
ATTACHMENT NO. 9	AGENCY PARTICIPANT CC&RS
ATTACHMENT NO. 10	INCOME VERIFICATION
ATTACHMENT NO. 11	AGENCY NOTE
ATTACHMENT NO. 12	AGENCY DEED OF TRUST
ATTACHMENT NO. 13	MEMORANDUM OF AGREEMENT
ATTACHMENT NO. 14	PARTICIPANT CERTIFICATE
ATTACHMENT NO. 15	CITY COVENANTS
ATTACHMENT NO. 16	AFFORDABILITY RESTRICTION NOTICE

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT (the "Agreement"), dated, for identification purposes only, as of June 21, 2011, is entered into by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic ("Agency"), and **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership (the "Participant").

RECITALS

A. Agency is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

B. The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the "Project") was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the "Redevelopment Plan"). The redevelopment project area for the Redevelopment Plan as so amended constitutes the "Project Area."

C. The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the "Community Redevelopment Law"), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

D. The Participant is experienced in the development and operation of affordable multi-family housing in California.

E. Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the "Site") located in the City of Moreno Valley and within the Project Area of the Agency's Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-eight (78) dwelling units and related improvements for occupancy of a specified number of dwelling units to "Very Low Income Households" and "Lower Income Households," all at "Affordable Rent" and at the "Prescribed Rent Levels," as those terms are defined below. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

F. Participant has applied for an allocation for 4% Low Income Housing Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* ("4% Tax Credits").

G. The Participant has proposed to enter into this Agreement with the Agency under which the Participant shall develop seventy-eight (78) dwelling units and a designated number of those dwelling units to be rented at "Affordable Rent" and at the "Prescribed Rent Levels" throughout the "Required Covenant Period" (as defined below). Those undertakings of the

Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

H. Under this Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "Agency Deed of Trust" as defined below. The Participant will further provide to the Agency the "Agency Deed of Trust," to be recorded against the Site to secure payments under the Agency Note.

I. This Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affiliated Person**" or "**Affiliate**" means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Rancho Belago Developers, Inc., a California corporation or (ii) James M. Jernigan and any person that directly or indirectly controls or is controlled by or under common control with the specified person, any person that is an officer or director of, a trustee of, or a general partner, managing member or operator in, the specified person or of which the specified person is an officer, director, trustee, general partner or managing member, or any person that directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of the outstanding voting securities of the specified person.

"**Affordability Period**" means a period equal to the greater of: (i) fifty-eight (58) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

"**Affordability Restriction Notice**" means Attachment No. 16 to this Agreement.

"**Affordable Rent**" has the following meaning: For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the Unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the Unit. "Household size appropriate to the Unit," as used herein, shall mean two persons for each one-bedroom Unit (if any), three persons for each two bedroom Unit and four persons for each three bedroom Unit. The maximum monthly rental amount of the Units shall be adjusted annually by the formula set forth above upon the promulgation of revised Riverside-San Bernardino Primary Metropolitan Statistical Area median income figures by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent a cost not in excess of the lesser of (i) that rent which

may be charged the applicable household pursuant to Section 50053 of the California Health and Safety Code and (ii) the limits as set forth in this Agreement.

"**Agency**" means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

"**Agency Allocable Percentage**" means: (i) until the HOME Amount and interest thereon has been repaid, forty-two percent (42%); the City is to receive six and sixty-seven one hundredths percent (8%), leaving fifty percent (50.00%) for the Participant. The foregoing percentages are subject to adjustment based upon the final amount infused by the City and as may otherwise be agreed by the parties to this Agreement; and (ii) after the HOME Amount and interest thereon has been repaid, fifty percent (50%) to the Agency, leaving fifty percent (50%) for the Participant.

"**Agency Deed of Trust**" means Attachment No. 12 to this Agreement.

"**Agency Disbursement Amount**" means an amount equal to the lesser of (i) the sum of Eighty-One Thousand Eight Hundred Eighteen Dollars and eighteen cents ($81,818.18) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Six Million Three Hundred Thousand Dollars ($6,300,000).

"**Agency Loan**" means a loan by the Agency as evidenced by the Agency Note.

"**Agency Note**" means Attachment No. 11 to this Agreement.

"**Agency Participant CC&Rs**" or "**Regulatory Agreement**" means Attachment No. 9 to this Agreement.

"**Agreement**" is defined in the first paragraph hereof.

"**Annual Financial Statement and Residual Receipts Report**" means the certified financial statement of Participant for the Development using generally accepted accounting principles ("GAAP"), as separately accounted for the Development, including Operating Expenses and Annual Project Revenue, prepared at Participant's expense, by Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included. As and when requested by Agency along with and as a part of the Annual Financial Statement and Residual Receipts Report, Participant shall submit true, legible, and complete copies of the source documentation supporting the Annual Financial Statement and Residual Receipts Report for the Development.

"**Annual Project Revenue**" means all gross income and all revenues of any kind from the Development in a calendar year, of whatever form or nature, whether direct or indirect, with the exception of the items excluded below, received by, paid to, or for the account or benefit of Participant or any Affiliate of Participant or any of their agents or employees (provided, in no event shall amounts counted as Annual Project Revenue be double counted if paid by a Participant to one or more of its Affiliates), from any and all sources, resulting from or attributable to the operation,

leasing and occupancy of the Development, determined on the basis of GAAP applied on a consistent basis, and shall include, but not be limited to: (i) gross rentals paid by tenants of the Development under leases, and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from HUD or any other person or organization, received on behalf of tenants under their leases; (ii) amounts paid to Participant or any Affiliate of Participant on account of Operating Expenses for further disbursement by Participant or such Affiliate to a third party or parties, including, without limitation, grants received to fund social services or other housing supportive services at the Development; (iii) late charges and interest paid on rentals; (iv) rents and receipts from licenses, concessions, vending machines, coin laundry, and similar sources; (v) other fees, charges, or payments not denominated as rental but payable to Participant in connection with the rental of office, retail, storage, or other space in the Development; (vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of leases; and (vii) interest and other investment earnings on security deposits, reserve accounts and other Development accounts to the extent disbursed. Notwithstanding the foregoing, Annual Project Revenue shall not include the following items: (a) security deposits from tenants (except when applied by Participant to rent or other amounts owing by tenants); (b) capital contributions to Participant by its members, partners or shareholders (including capital contributions required to pay the portion of the Deferred Developer Fee permitted to be included in eligible basis pursuant to the Tax Credit Rules); (c) condemnation or insurance proceeds; or (d) receipt by an Affiliate of management fees or other bona fide arms-length payments for reasonable and necessary Operating Expenses associated with the Development.

"**Applicable Interest Rate**" means the following rates: (a) as to amounts paid when due, one percent (1%) per annum, compounded annually and (b) as to amounts not paid when due, the lesser of (i) seven percent (7%) per annum, compounded annually, and (ii) the maximum rate permitted by applicable law.

"**Application for Disbursement**" is defined in Section 4.16 hereof.

"**Approved Construction and/or Permanent Lender**" means one or more of: California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

"**Area**" means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

"**Bank Deed of Trust**" means a deed of trust, among an Approved Construction and/or Permanent Lender, as beneficiary and the Participant as trustor and the Title Company or another mutually acceptable title insurer as trustee, in connection with the construction and/or permanent loan provided by an Approved Construction and/or Permanent Lender to Participant.

"**Basic Concept Drawings**" is defined in Section 4.2.1 hereof.

"**Bond Counsel**" means Orrick, Herrington and Sutcliffe.

"**Bond Rules**" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Development by CSCDA.

"**Bond Regulatory Agreement**" means the regulatory agreement which may be required to be recorded against the Site with respect to the issuance of the Bonds.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**Calculation of Affordable Rents**" means Attachment No. 5 to this Agreement.

"**CDLAC**" means the California Debt Limit Allocation Committee.

"**Capital Replacement Reserve**" means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

"**Certificate of Completion**" means Attachment No. 8 to this Agreement.

"**Certificate of Continuing Program Compliance**" means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the Agency, which Certificate shall be substantially in the form attached hereto as Attachment No. 4.

"**Chargeable Fees and Reserves**" means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

"**City**" means the City of Moreno Valley, California, a municipal corporation.

"City Code" means the Municipal Code of the City of Moreno Valley as may be amended from time to time.

"City Covenants" means an instrument in the form of Attachment No. 15. The City Covenants include the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development, which is to be recorded against the Site in a first, senior, and non-subordinate position, except to the Permanent Lender deeds of trust. A copy of the City Covenants is on file in draft form with the City's Community Development Department.

"**Closing**" means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the Primary Construction Loan and the Agency Participant CC&Rs.

"**Closing Deadline**" means October 18, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

"**Conditions Precedent to Disbursement of Agency Disbursement Amount**" are set forth in Section 3.1.

"**County**" means the County of Riverside, California.

"**CSCDA**" means the California Statewide Communities Development Authority.

"**Date of Agreement**" means June 21, 2011.

"**Debt Service**" means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

"**Default**" is defined in Section 7.1 hereof.

"**Deferred Developer Fee Portion"** means that portion of the Developer Fee approved by TCAC which the Participant is to collect from Residual Receipts.

"**Developer Fee**" means a sum equal to the lesser of: (i) One Million Eight Hundred Fifty Thousand Dollars ($1,850,000.00) or (ii) that amount determined by TCAC or CDLAC as the appropriate fee for the Participant in connection with the development of the Site and operation as an affordable housing project under this Agreement.

"**Development**" means the new apartment complex and associated improvements as required by this Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the HOME Agreement and the Tax Credit Regulatory Agreement.

"**Escrow Holder**" means the holder of the Escrow for the recordation of the Agency Participant CC&Rs, which shall be First American Title or another escrow holder mutually acceptable to the Agency and the Participant.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the Agency or his designee or delegate.

"**Financing Assumptions"** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under this Agreement and do not otherwise constitute a part of this Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this Agreement.

"**Gross Revenues**" means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, the proceeds of refinancing loans to the extent the refinancing loan proceeds exceed the amount of an outstanding loan or loans against the Property, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with this Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) items listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

"**HOME Agreement**" means an agreement between the City and the Participant in form reasonably acceptable to the Executive Director under which the HOME Amount is made available to defray a portion of the cost of construction of the Improvements.

"**HOME Amount**" means the approximate sum of One Million Dollars ($1,200,000).

"**HOME Program**" means a program operated by the City to assist the provision of affordable housing in conformance with the HOME Regulations.

"**HOME Regulations**" means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

"**HOME Requirements**" means limitations on household income and/or household size as established by the HOME Regulations.

"**HCD**" means the Housing and Community Development Department of the State of California.

"**Housing Rent**" means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* or other method of determining utility allowances as permitted by TCAC and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

"**Improvements**" means all of the improvements described in or referenced in the Scope of Development.

"**Income Verification**" means Attachment No. 10 to this Agreement.

"**Legal Description of the Site**" means Attachment No. 2 to this Agreement.

"**Low Income Households" or "Lower Income Households**" means households earning not greater than sixty percent (60%) of Median Income.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

"**Maturity Date**" means the fifty-eighth (58th) anniversary of the July 1st first following the Date of Agreement (namely, July 1, 2066).

"**Median Income**" means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Agreement**" means a memorandum of agreement in the form of Attachment No. 13 to this Agreement.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; the cost of social services and other housing supportive services provided at the Development consistent with Participant's approved application(s) to TCAC or CDLAC of the Site, actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development's site management staff; a management fee ("Management Fee") (excluding any on-site management personnel) of not to exceed six percent (6%) of Gross Revenues; payments on any deferred portion of the Developer Fee; an asset management fee of not to exceed the amount provided in the Participant's partnership agreement in effect on the date of commencement of construction of the Development ("Partnership Agreement"); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the

Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to this Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Annual Financial Statement and Residual Receipts Report and shall be broken out in line item detail.

"**Operating Reserve**" means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Participant's lenders and investors or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. To the extent Participant is required to maintain an Operating Reserve by any Approved Construction and/or Permanent Lender, Participant shall receive a credit hereunder for such amounts maintained by Participant in compliance with such Approved Construction and/or Permanent Lender operating reserve requirement. It is contemplated that the Operating Reserve will be held by the Permanent Lender or investor. The Operating Reserve shall be maintained throughout the term required by the Permanent Lender or investor.

"**Operating Year**" means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

"**Participant**" means MV Hemlock Limited Partnership, a California limited partnership.

"**Participant Certificate**" means a certificate in the form of Attachment No. 14 hereto.

"**Permitted Senior Lien**" means a loan or loans in favor of an institutional lender or lenders approved by the Agency, in an amount not to exceed the estimated cost of the Improvements not funded by the Agency Disbursement Amount or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

"**Prescribed Rent Levels and Tenant Mix**" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed

subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

"**Primary Construction Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to this Agreement.

"**Primary Permanent Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and outstanding development costs.

"**Principals**" means, for purposes of this Agreement, each of: James M. Jernigan, Rancho Belago Developers, Inc., a California corporation, _____, _____ and _____.

"**Project Documents**" means, collectively, this Agreement, the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the Tax Credit Regulatory Agreement, the HOME Agreement, the Memorandum of Agreement, all other Attachments to this Agreement, and any other agreement, document, or instrument that Agency requires in connection with the execution of this Agreement or from time to time to effectuate the purposes of this Agreement.

"**Redevelopment Plan**" is defined in Section 1.5 hereof.

"**Related Entity**" means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

"**Reporting Amounts**" means the sum of Two Hundred Fifty Hundred Dollars ($250.00) per unit per year for each dwelling unit as to which the Participant fails to deliver to Agency, during any Operating Year, a full and adequate report that conforms to Section 33418 of the California Health and Safety Code.

"**Request for Notice of Default**" means Attachment No. 6.

"**Required Affordable Units**" means not fewer than seventy-seven (77) of the seventy-eight (78) of the dwelling units required to be developed on the Site under this Agreement.

"**Required Covenant Period**" means a period of fifty-eight (58) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

"**Residual Receipts**" for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of (a) Operating Expenses and, to the extent funded, (b) Chargeable Fees and Reserves as required by this Agreement and made during the corresponding Operating Year (iii) payments made

for the deferred portion of the Developer Fee. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of this Agreement, by the Agency. Provided that the written approval of the Executive Director is first obtained (which may be given or withheld at the Executive Director's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

"**Residual Receipts Note Payments**" or "**Note Payments**" means all payments required to be made pursuant to the Agency Note.

"**Schedule of Performance**" means Attachment No. 3 to this Agreement. The Schedule of Performance sets forth the dates by which Participant is to perform certain obligations under this Agreement.

"**Scope of Development**" means Attachment No. 7 to this Agreement.

"**Site**" means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site. The Site consists of two noncontiguous parcels.

"**Site Map**" means Attachment No. 1 to this Agreement.

"**Site Value**" means the value of the Site as of the Date of Agreement, namely One Million Nine Hundred Fifty Thousand Dollars ($1,950,000).

"**Stabilized Occupancy**" means occupancy of at least ninety percent (90%) of the Units for three (3) consecutive months.

"**Tax Credit Deadline**" means July 20, 2011 or such other date established by TCAC as a subsequent round funding deadline for 4% Tax Credits during 2011.

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Regulatory Agreement**" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

"**Tax Credits**" or **"4% Tax Credits"** means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

"**Title Company**" shall be First American Title or another title insurer mutually acceptable to the Agency and the Participant.

"**Unit**" means each of the seventy-eight (78) dwelling units required to be developed by the Participant under this Agreement.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Very Low Income Unit**" means a Unit occupied at Affordable Rent by a Very Low Income Household.

"**Year**" means a calendar year.

1.2 Singular and Plural Terms. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 References and Other Terms. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 The Redevelopment Plan. The Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the "Project Area." The use of the Site for affordable housing purposes under this Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement.

1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions. Participant represents and warrants to Agency as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Participant has been fully authorized by all requisite actions on the part of the Participant. The parties who have executed this Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site for an amount equal to the Site Value.

(g) **Tax Credits**. Participant has applied for or obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this Agreement, the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note, the Agency Deed of Trust, and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under this Agreement.

Until the recording of the City Covenants and/or Agency Participant CC&Rs, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6 not to be true as of the Closing, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an adverse effect on the development and/or operation of the Site. If Agency elects to proceed with the recording of the Agency Participant CC&Rs and/or the City Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the

recording of each of the Agency Participant CC&Rs, the City Covenants, and any instruments required to be recorded under the HOME Agreement, subject to such exception(s).

2. SITE CONTROL; PARTICIPANT PAYMENTS

2.1 Ownership of the Site; Obligation to Develop and Operate.

The Participant warrants and represents that it holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the Agency Disbursement Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this Agreement and shall make all Residual Receipts Note Payments, and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs throughout the Required Covenant Period.

2.2 Participant Payments. The Agency Note provides for the Participant to make payments to the Agency, which obligation is further evidenced by the Agency Note. Excepting for amounts payable to the Agency pursuant to Section 3.3 of this Agreement (which amounts shall be payable as therein provided), amounts payable to the Agency shall be paid in accordance with the terms of the Agency Note.

3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE

3.1 **Agency's Conditions to Disbursement of the Agency Disbursement Amount**. The Agency shall not disburse any portion of the Agency Disbursement Amount to the Participant, as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Title to Site.** Participant shall have provided proof satisfactory to the Executive Director that Participant holds fee title to the Site.

(b) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, any instruments required to be recorded under the HOME Agreement, and the Affordability Restriction Notice have all been recorded.

(c) **Evidence of Financing.** Participant shall have provided written proof acceptable to Agency that the Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 hereof. In the event Participant obtains a loan or financing for the construction of the Development, such construction loan or financing for the Development shall be ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1, shall be immediately available for use in constructing the Improvements.

(d) **Allocation of 4% Tax Credits**. TCAC shall have issued a preliminary reservation of 4% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(e) **Title Insurance**. Participant shall have obtained at its expense and caused to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Amount) showing a lien position conforming to this Agreement.

(f) **Land Use Entitlements; City Covenants**. Participant shall have obtained City and the Agency approval of the basic concept drawings and design development drawings, and shall have received all land use entitlements for the Development (but for payment of fees associated therewith) from the City, including conditional use permit(s) or variance(s), if required, and including approval of all documentation, studies, and other reports required by the California Environmental Quality Act and the National Environmental Policy Act, as applicable.

(g) **Construction Contract.** Agency hereby approves SBI Builders, Inc. as the Participant's general contractor. Upon award of the construction contract, Participant shall provide to the Agency a signed copy of a fixed-price contract or a not-to-exceed contract between the Participant and the general contractor for the construction of the Development, certified by the Participant to be a true and correct copy thereof, and Executive Director shall have approved such

contractor, and the construction contract. The parties acknowledge that the principals of the contractor are or may be Related Parties to the Participant. However, nothing contained in this subsection (e) shall be deemed to create any responsibility or liability on the part of Agency for selection of the contractor(s) of for construction of the Improvements, the Participant being solely responsible for such activities.

(h) **Payment, Performance and Completion Bonds.** Participant shall have obtained payment bonds and performance and completion bonds for off-site improvements as may be required by City in connection with the development of the Site, in an amount and from a surety company reasonably acceptable to the Executive Director. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(i) **Confirmation by Lender Concerning Disbursements.** The Agency shall have received written confirmation from a reasonably acceptable construction lender that such lender agrees to cause the disbursement of funds consistent with Section 4.16 of this Agreement or that such construction lender acknowledges that the disbursement of the Agency Disbursement Amount will be accomplished by Agency in the manner described in Section 4.16 of this Agreement.

(j) **Participant Certification.** Agency shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate signed by an officer of Participant) to such effect.

(k) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(l) **Occupancy of Required Affordable Units**. The Required Affordable Units shall be occupied in accordance with this Agreement.

(m) **Representations and Warranties.** The representations and warranties of Participant contained in this Agreement shall be correct as of the request for disbursement of the Agency Disbursement Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate signed by an officer of Participant.

(n) **No Default.** No Event of Default by Participant shall have occurred under this Agreement or the HOME Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under this Agreement or the HOME Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in this Section 3.1, or to Agency's obligations hereunder, are for Agency's benefit only and Executive Director may waive all or any part of such rights by written notice to Participant. If Executive Director shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, Agency may, upon ten (10) days' written notification, terminate this Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of

Agency and is to be memorialized by written notice to the Participant stating that this Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

3.2 **Agency Disbursement Amount**. Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the Agency Disbursement Amount. Disbursement of the Agency Disbursement Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this Agreement. The Agency Disbursement Amount is being disbursed as a loan, all of the Agency Disbursement Amount to be repaid from Residual Receipts as set forth in the Agency Note. The Agency Note shall be secured by the Agency Deed of Trust. The Agency Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to liens securing repayment of the Primary Construction Loan, the Primary Permanent Loan and amounts loaned by the City under the HOME Agreement.

3.3 **Agency Note; Submittal of Annual Financial Statement and Residual Receipts Reports**. The Participant shall, prior to disbursement of any of the Agency Disbursement Amount by Agency, execute and deliver to Agency the Agency Note, and shall additionally execute and cause to be recorded as to the Site the Agency Deed of Trust and the Memorandum of Agreement. The Participant shall make all payments as provided under the Agency Note.

The Participant shall annually, at the time the Participant makes its Annual Financial Statement and Residual Receipts Report to tax credit investors or its lenders, but not later than June 15 as to the preceding calendar year, submit its Annual Financial Statement and Residual Receipts Report to the Agency. Such submittals shall continue until the Agency Note has been satisfied and the Agency Deed of Trust reconveyed.

3.3.1 **Residual Receipts Report**. Participant shall annually, on or before June 15, commencing in the first year after the issuance of the first certificate of occupancy for the Development issued by City's building official, submit to the Agency a Residual Receipts Report for the Development, which shall provide the basis for Participant's payment of Residual Receipts to the Agency.

3.3.2 **Annual Financial Statement**. Participant shall also annually submit to the Agency, on or before the June 15 nearest following the end of Participant's Operating Year, commencing in the Operating Year after the issuance of the first certificate of occupancy for the Development, Annual Financial Statement and Residual Receipt Reports as to the Development that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such Annual Financial Statement and Residual Receipts Report presents the financial position, results of operations, and cash flows fairly and in accordance with GAAP, as to the Development.

3.3.3 **Prepayment**. The Agency Loan shall be subject to prepayment on terms and conditions reasonably acceptable to the Executive Director in his/her reasonable discretion.

3.3.4 **Assumption**. The Agency Note shall not be assumable by successors and assigns of Participant without the prior written consent of the Agency pursuant to Section 7.11 hereof (which may be given, refused or conditioned at the sole discretion and absolute discretion of the Agency).

3.3.5 **Security for the Agency Loan**. The Agency Note shall be secured by the Agency Deed of Trust to be recorded as an encumbrance to Participant's interest in the Site as provided herein. The Agency Deed of Trust securing the Agency Note for the Development shall be junior and subordinate to the Primary Loan, which is to be considered for approval by the Agency pursuant to Section 4.15 hereto in accordance with the standards set forth therein. The Agency Deed of Trust shall be senior and non subordinate to all other financing, encumbrances, and liens, except the approved Primary Loan, the loan by the City under the HOME Agreement, and such other loan(s) as may be approved by the Agency pursuant to Section 4.15 hereof.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 **Scope of Development.** The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

4.2 **Design Review.**

4.2.1 **Participant Submissions.** Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 **City Review and Approval.** The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 **Revisions.** Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 **Defects in Plans.** The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design

Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

4.3 Time of Performance; Progress Reports. The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Construction. The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; excepting for the disbursement by Agency of the Agency Disbursement Amount by the Agency as provided herein. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

4.5 Insurance Requirements. Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by Agency, the following policies of insurance in form and substance reasonably satisfactory to Agency:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning,

windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to Agency. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to Agency, showing Agency as an additional insured and loss payee. Agency shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which Agency has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by Agency) shall be delivered to Agency from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to Agency evidence of renewal or replacement of such policy reasonably satisfactory to the Executive Director.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars ($10,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide—Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

4.5.2 Waiver of Subrogation. Participant hereby waives all rights to recover against Agency (or any officer, employee, agent or representative of Agency) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration and Participant shall complete

the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Participant, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Participant will be entitled to all insurance proceeds after paying to Agency from such proceeds an amount equal to any assistance expended by Agency but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the Agency may pursue remedies of its choosing under this Agreement, including without limitation termination.

4.7 **Indemnity.** Participant shall defend (by counsel satisfactory to Agency), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the Agency Disbursement Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; (v) the ownership, occupancy or use of the Site; or (vi) claims or losses based upon statutes or regulations providing for the payment relocation benefits, the rendering of relocation advisory assistance, payments for loss of business or loss of goodwill in connection with the acquisition of the Site and the preparation of the Site for the development and operation of the Improvements. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the Agency with respect to the consequences of any act of gross negligence or willful misconduct of the Agency. Participant's obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Agreement and the City Covenants.

The Participant shall reimburse the Agency immediately upon written demand for all costs reasonably incurred by the Agency (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Agency) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the Agency's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the Agency is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the Agency, provided that Agency gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Agreement or the City Covenants.

The Participant shall indemnify the Agency from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the Agency harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the Agency shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that any commitment by Agency or City hereunder to provide a portion of the funding for the Development, as otherwise set forth herein, shall only be accomplished through fund balance from redevelopment housing set-aside funds and/or HOME moneys. The Participant fully understands and acknowledges that any provision of funding by the Agency or the City shall be accomplished from the combination of those two sources of funding and shall not constitute an obligation of the City's general fund.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

4.8 **Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for

the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8.

4.9 Compliance With Laws. Participant shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* and the HOME Regulations. Participant, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, et seq., and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Although the Participant has informed the Agency and the parties believe that the Prevailing Wage Law is not applicable herein the only funds being provided by the Agency hereunder are from the Agency's Low and Moderate Income Housing Fund and thus under the exceptions set forth in Labor Code Section 1720(c)(6)(E), Participant shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Participant hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Participant's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Participant shall comply with the Tax Credit Regulatory Agreement, the HOME Agreement and the City Covenants.

Without limitation as to Section 4.7 of this Agreement, Participant shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Participant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Participant

shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Participant.

4.10 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

4.12 Liens and Stop Notices. Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

(c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion. Promptly after completion of the Improvements in conformity with this Agreement, Agency shall furnish the Participant with a Certificate of Completion substantially in the form of Attachment No. 8. Agency shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. If Agency refuses or fails to furnish a Certificate of Completion after written request from Participant, Agency shall, within fifteen (15) days of receipt of written request therefor, provide Participant with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the actions Participant must take to obtain the Certificate of Completion. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4.14 Further Assurances. Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Agency all documents, and take all actions, reasonably required by Agency from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.15 Financing of the Improvements.

4.15.1 Approval of Financing. As required herein and as an Agency Condition Precedent to the disbursement of the Agency Disbursement Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement ("Proof of Financing Commitments").

The Agency shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, and are otherwise reasonable and customary. Such consent may be included in an "Inter-Creditor Agreement" in connection with which the Agency will agree to subordinate, for the benefit of such lender, the obligation to make payments which become due under the Agency Note in the event such lender should acquire the Participant's interest in the Site upon foreclosure by such lender. If Agency shall disapprove any evidence of financing, Agency shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to Agency new evidence of financing. Agency shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to Agency. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development. In the event a preliminary reservation of Tax Credits is not obtained by the Participant or the Participant is unable to cause Tax Credits to be marketed generating capital for construction of the Improvements on or before the Closing Deadline, this Agreement shall be subject to termination by the Agency. The following requirement must be satisfied in order for the financing utilizing Tax Credits to be approved by the Agency pursuant to this Section 4.15.1:

(i) Not less than twenty percent (20%) of such equity investment shall be payable no later than the completion of construction of the Improvements, as evidenced by the issuance of the Certificate of Completion for the Improvements.

The Participant understands and agrees that Participant, one or more of the Principals of Participant or other party may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the Agency as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

4.15.2 <u>No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development</u>. Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the Agency's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the Executive Director upon request and which set forth such costs, unless the written approval of the Executive Director is first obtained. The Participant shall notify the Agency in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, Agency agrees to subordinate the Agency Deed of Trust, Memorandum of Agreement, the City Covenants and the Affordability Restriction Notice and to the extent provided in Section 4.15.7, the Agency Participant CC&Rs and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the Agency to cure. The Agency authorizes the Executive Director to execute such instruments on behalf of the Agency without necessity of further action by the governing board of the Agency.

4.15.3 <u>Holder Not Obligated to Construct Improvements</u>. The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall

not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the Agency may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this Agreement, the Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of this Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default. The Executive Director is authorized to consent, on behalf of the Agency, to the provision of similar cure rights to the limited partner as reasonably requested by the tax credit investor; provided that costs associated with evidencing such cure rights shall be borne by the Participant to defray all of Agency's legal and staff costs associated therewith, using those charges customarily applied by the Agency's contract attorneys and Agency staff where billing is to private clients.

4.15.5 Failure of Holder to Complete Improvements. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from Agency of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership

of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an Inter-Creditor Agreement, and in addition shall supplement and not limit the Agency's rights under the Agency Participant CC&Rs or by operation of law.

4.15.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the Agency in curing such default.

In addition, the Participant, shall use its best efforts to cause the Primary Construction Lender and the Primary Permanent Lender to agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the Agency and the Agency shall have not less than sixty (60) days following receipt by Agency of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under the Agreement.

4.15.7 **Limited Subordination of Covenants.** It is contemplated that financing for the Development will be provided from funds of the Participant, the Agency Disbursement Amount, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the Agency agrees to the subordination of the Agency Deed of Trust and those provisions of the Agency Participant CC&Rs and the City Covenants that limit rents to affordable rents and limit occupants to households of specified incomes on the basis set forth in this Section 4.15.7. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in the Inter-Creditor Agreement (which shall include rights of the Agency to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing the Primary Construction Loan, the Primary Permanent Loan, or the loan of the HOME Amount under the HOME Agreement, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs and the City Covenants with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs and the City Covenants will no longer be applicable. Any subordination agreement required pursuant to this Section 4.15.7 may be signed by the Executive Director of the Agency, without further approval(s).

4.16 **Mechanics of Disbursement of Agency Disbursement Amount.**

4.16.1 Provided that the Conditions Precedent to Disbursement have first been satisfied, the Agency shall make available to the Participant the Agency Disbursement Amount as follows:

(a) Five Million Three Hundred Thousand Dollars ($5,300,000) concurrently with the closing of the Primary Construction Loan;

(b) Eight Hundred Thousand Dollars ($800,000) concurrently with the closing of the Primary Permanent Loan; and

(c) Two Hundred Thousand Dollars ($200,000) on the first (1st) anniversary of the closing of the Primary Permanent Loan.

4.16.2 Excepting only for the Agency Disbursement Amount, the Participant assumes all responsibility for any and all costs to develop the Development. All amounts disbursed by the Agency to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.3 The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any

consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

4.17 Establishment and Maintenance of Accounts. Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve, at such time as may be required by the lenders and/or investors.

The Participant shall provide to Agency, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Annual Financial Statement and Residual Receipts Report. The report shall be delivered by Participant to Agency on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the Agency, to the computation and verification of the all payments due by Participant under this Agreement (including without limitation under the Agency Note and the Agency CC&Rs), including without limitation a certified financial audit for the Participant each Year until the Agency Note has been fully satisfied; if the Agency has reasonable cause to believe there has been an under-reporting, or otherwise at the Agency's discretion, the Agency may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the Agency and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the Agency. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to Agency for the corresponding year, the Participant shall reimburse the Agency for the cost of the audit).

5. COVENANTS AND RESTRICTIONS.

5.1 Use Covenants. Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs, the City Covenants, the HOME Agreement, and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs and the City Covenants shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

5.2 Affordable Housing Requirements.

5.2.1 Number of Affordable Units. Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent Subject to modification if mutually approved by the parties and further subject to the possible approval of greater or deeper affordability restrictions or requirements by CDLAC or TCAC, there shall be seventy-seven (77) Required Affordable Units on the Site, with affordability for those units to be provided in conformity with the Prescribed Income Levels and Affordable Rents. The restriction of Units in addition to the Required Affordable Units at limited rent levels, in connection with requirements for tax credits, shall not be deemed to constitute a violation of this Agreement. An example of the calculation of Affordable Rent for the Units is attached hereto as Attachment No. 7 and incorporated herein. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect and the Participant agrees to execute an amendment to the Agency Participant CC&Rs and the City Covenants conforming to those additional Units as may be restricted under tax credit or other programs as utilized in connection with the development of the Improvements or the operation of rental housing units thereon. In the event CDLAC or TCAC imposes greater or deeper affordability restrictions or requirements, this Agreement and the attachments hereto will be conformed to meet such requirements.

5.2.2 Duration of Affordability Requirements. The Required Affordable Units shall be maintained as rental units available at and rented to Very Low Income Households and Lower Income Households consistent with the Prescribed Rent Levels and Tenant Mix throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

5.2.3 Selection of Tenants. Participant shall be responsible for the selection of tenants for the Required Affordable Units in compliance with the criteria set forth in Section 5.3 of this Agreement and consistent with the Prescribed Rent levels and Tenant Mix. To the greatest extent legally allowable, preference will be afforded residents of the City and their relatives. No Units shall be restricted on the basis of age.

5.2.4 Income of Tenants. Each tenant shall be a Very Low Income Household or Lower Income Household (as prescribed in accordance with the Prescribed Rent Levels and Tenant Mix) which meets the eligibility requirements established for the corresponding Required Affordable Unit, and Participant shall obtain a certification from each tenant renting or leasing each housing unit which substantiates such fact. Participant shall verify the income certification of each tenant as set forth in Section 5.3 hereof. Prior to the rental of any housing unit on the Site to a tenant, and annually thereafter, the Participant shall submit to Agency or its designee, at Participant's expense, a completed income computation and certification form, in a form to be provided by Agency.

5.2.5 Determination of Affordable Rent for the Housing Units. Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided herein: the maximum monthly rental amount for the Required Affordable Units to be rented to:

(a) Very Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(b) Lower Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (60%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement; and

"Household size appropriate to the Unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: an amount equal to the number of bedrooms in the unit plus one (i.e., for a one-bedroom unit, 2 people; for a two-bedroom unit, three people); provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of HCD. Actual rent charged may be less than such maximum rent.

Notwithstanding the foregoing portion of this Section 5.2.5, the Participant agrees that rents shall not exceed the Prescribed Rent Levels. Participant acknowledges that such Prescribed Rent Levels will further diminish rents from the Development.

5.2.6 Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as in connection with the authorization of a preliminary reservation of tax credits (the "Tax Credit Regulatory Agreement") or the HOME Requirements is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement and Bond Regulatory Agreement or, if more restrictive, the HOME Requirements shall control and the Participant's compliance therewith shall not be a default hereunder.

5.3 Verifications.

5.3.1 Income Verification. Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely the Required Affordable Units.

5.3.2 Annual Reports. Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records pertaining to each and every Unit in the Development, and not merely the Required Affordable Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2013 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Annual Financial Statement and Residual Receipts Report (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Development ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, payment of fees and any other remuneration to Participant (including without limitation any deferred portion of the Developer Fee all certified by the Annual Financial Statement and Residual Receipts Report. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note. Participant agrees to maintain records in a businesslike manner, and to maintain such records for so long as the Agency Participant CC&Rs or the City Covenants remain in effect. The income and rent restrictions provided for hereunder are intended and shall be maintained in a manner sufficient to satisfy the requirements of Health and Safety Code Section 33413(b).

5.4 Maintenance of Site. Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

5.5 Nondiscrimination Covenants. Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site or any portion thereof. The foregoing covenants shall run with the land.

Participant shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. Agency shall have the right, if the Agreement or any covenants in any agreement pursuant to this Agreement, including without limitation the Agency Participant CC&Rs, the City Covenants or the HOME Agreement are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and such covenants may be entitled.

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES.

As a material inducement to Agency to enter into this Agreement, Participant represents and warrants to Agency that:

6.1 Formation, Qualification and Compliance. Participant (a) is a California corporation validly existing and in good standing under the laws of the State of California; (b) has all

requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the Agency in this Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the Agency in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

6.2 **Execution and Performance of Project Documents**. Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

6.3 **Covenant Not to Transfer Except in Conformity**. Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the Executive Director, which consent may be granted or refused in the Executive Director's sole and absolute discretion; except Agency shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit compliance period. Any sale, lease, transfer or conveyance without such consent shall, at Agency's option, be void. A change in ownership of the Participant resulting in the entities executing this Agreement on behalf of Participant retaining less than fifty-one percent (51%) ownership of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the Required Affordable Units to Very Low Income Households and Lower Income Households to afford the community a long-term, quality affordable housing resource.

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 **Default Remedies**. Subject to the extensions of time set forth in Section 7.10 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this Agreement, and without limiting or affecting rights of parties hereto to terminate this Agreement, the claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 **Institution of Legal Actions**. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

7.3 **Termination by the Participant**. The Participant shall have no right to terminate this Agreement.

7.4 **Termination by Agency**. In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2012):

7.4.1 Participant fails to obtain one or more of an allocation for private activity bonds from CDLAC or enter into the HOME Agreement or to provide by the Tax Credit Deadline evidence satisfactory to the Executive Director that sufficient funding will be available for the Development;

7.4.2 The Participant fails to enter into the HOME Agreement with the City under which the City commits to disburse the HOME Amount to defray a portion of the cost of construction of the Improvements; or

7.4.3 Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this Agreement;

7.4.4 One or more of the Conditions Precedent to Disbursement of the Agency Disbursement Amount has not been satisfied;

7.4.5 Participant fails to execute the Agency Participant CC&Rs, the City Covenants, the HOME Agreement or the Memorandum of Agreement;

7.4.6 The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

7.4.7 Participant is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this Agreement by Agency to the Participant and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

7.5 **Acceptance of Service of Process**. In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 **Inaction Not a Waiver of Default**. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.9 **Modification of Agency Participant CC&Rs**. In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs set forth as Attachment No. 9 and the City Covenants set forth as Attachment No. 15 hereto, then, from time to time upon receipt of request therefor from the Executive Director, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs and the City Covenants; such request(s) by the Executive Director can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs or the City Covenants have been recorded.

7.10 **Enforced Delay; Extension of Times of Performance**. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the

mutual agreement of Agency and Participant. The Agency Executive Director shall have the authority to approve extensions on behalf of Agency to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Participant to provide the Owner/Agency Indemnity or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

7.11 Limitation Upon Transfer. The qualifications and identity of the Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into this Agreement with the Participant. For the period commencing upon the date of this Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to Occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

7.11.1 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Agency shall not unreasonably withhold its approval of an assignment of this Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate; and (d) the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development.

In the event of a proposed assignment by Participant not permitted under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant the Obligations of this Agreement.

7.11.2 Agency Consideration of Requested Transfer. Agency agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Housing Units in conformity with this Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to Agency requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, the City Covenants and the HOME Agreement remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to

flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by Agency. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the Agency to receive compensation (in connection with such transfer to tax credit investors). Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which Agency reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the Agency pursuant to this Agreement, the Participant shall remain liable for performance pursuant to this Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require Agency/Executive Director approval, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to Agency such further information as may be reasonably requested.

7.11.3 **Successors and Assigns**. All of the terms, covenants and conditions of this Agreement shall be binding upon the Participant and its permitted successors arid assigns. Whenever the term "Participant" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided. In addition, the Agency will not unreasonable withhold its approval of a transfer made at the conclusion of the tax credit compliance period to the Participant and affiliates upon the removal of the tax credit investor, so long as there are no defaults under this Agreement and the transferee agrees to be bound by all executory provisions of this Agreement.

7.11.4 **Assignment by Agency**. Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Participant.

7.12 **Non-Liability of Officials and Employees of Agency**. No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

7.13 **Relationship Between Agency and Participant**. It is hereby acknowledged that the relationship among the Agency and Participant is not that of a partnership or joint venture and that Agency and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

7.14 **Agency and City Approvals and Actions**. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director is authorized to act on behalf of the Agency unless specifically provided otherwise or the law otherwise requires. When a reference is made herein to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

7.15 **Real Estate Brokers**. Agency and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.16 **Attorneys' Fees**. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8. MISCELLANEOUS

8.1 **Obligations Unconditional and Independent.** Notwithstanding the existence at any time of any obligation or liability of Agency to Participant, or any other claim by Participant against Agency, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

8.2 **Notices.** All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant: MV Hemlock Limited Partnership
Attention: James M. Jernigan
5051 Canyon Crest Drive, Suite 104
Riverside, California 92507
Telephone: _____
Fax: _____

with copy (the mailing of which shall not constitute notice to Participant) to: Goldfarb and Lipman, LLP
Attention: Robert C. Mills
1300 Clay Street, 11th Floor
Oakland, California 94612

If to Agency: Community Redevelopment Agency of the City of Moreno Valley

14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Executive Director

with copy (the mailing of which shall not constitute notice to Agency) to:

Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone: (949) 725-4167
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.3 Survival of Representations and Warranties. All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency notwithstanding any investigation made by Agency.

8.4 No Third Parties Benefited Except for City. This Agreement is made for the purpose of setting forth rights and obligations of Participant and Agency, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this Agreement. Participant acknowledges that, notwithstanding the foregoing portion of this Section 8.4, pursuant to AB 987 and the amendments to Health and Safety Code Section 33334.3 made effective as of January 1, 2008 by that bill, violations of the covenants, conditions and restrictions relating to affordable housing contained in the Agency Participant CC&Rs may now be enforceable not only by the Agency and the City, but also by each of the persons and/or entities listed in Section 33334.3(f)(7) of the Health and Safety Code, specifically (1) residents of affordable units subject to covenants recorded pursuant to Health and Safety Code Section 33334.3(f)(1) (each, a "Covenanted Unit"), (2) the most recent former residents of such a Covenanted Unit, (3) applicants that are Lower Income Households and Very Low Income Households that are denied occupancy of such a Covenanted Unit, and (4) persons that are Lower Income Households or Very Low Income Households and who are on a waiting list for occupancy of such a Covenanted Unit. Nothing in this Section 8.4 or this Agreement (including the Attachments hereto) is intended to provide an enforcement right to any person or entity not specifically made an intended third party beneficiary of this Agreement; any such third party shall be limited in their right to enforce affordability restrictions to the extent provided by Health and Safety Code Section 33334.3(f).

8.5 Binding Effect; Assignment of Obligations. This Agreement shall bind, and shall inure to the benefit of, Participant and Agency and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the

prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole and absolute discretion. Any such assignment without such consent shall, at Agency's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units in conformity with this Agreement.

8.6 Counterparts. Provided that the written approval of the Executive Director is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.7 Prior Agreements; Amendments; Consents. This Agreement (together with the other Project Documents) contains the entire agreement between Agency and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this Agreement and such other Project Documents or other agreements between the parties preceding the Date of Agreement, including without limitation that certain agreement entitled "Conditional Commitment Letter" dated as of March 8, 2011, are hereafter of no further force and effect. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 45 and Attachments 1 through 16, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the Agency and the Participant.

8.8 Governing Law. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Participant irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as Agency may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Participant also waives any objection regarding personal or in rem jurisdiction or venue.

8.9 Severability of Provisions. No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all pro-visions of the Project Documents are hereby declared to be severable.

8.10 Headings. Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.11 Conflicts. In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with

respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.12 **Time of the Essence.** Time is of the essence of all of the Project Documents.

8.13 **Conflict of Interest.** No member, official or employee of Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.14 **Warranty Against Payment of Consideration.** Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____

By: James M. Jernigan,
Its: President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

ATTACHMENT NO. 1

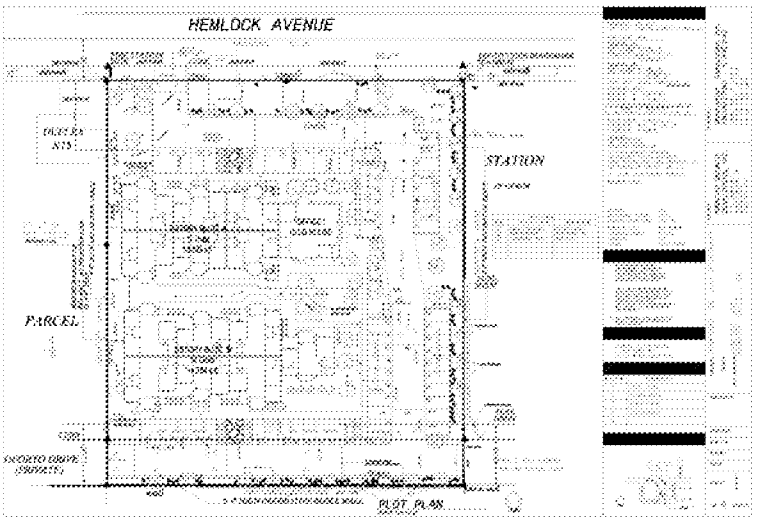

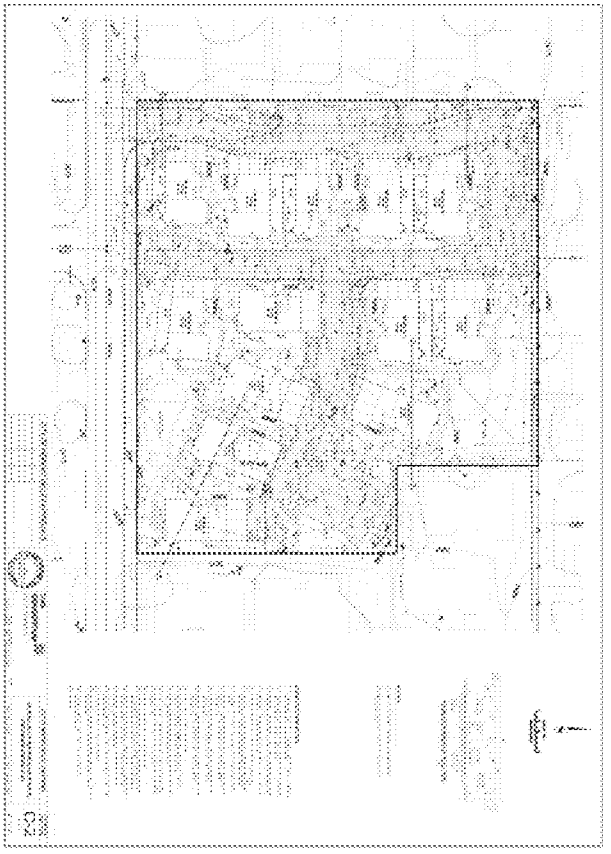

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “CARPORT” AND “PARKING” AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS “STAIRWAY”.

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “RESTRICTED COMMON AREA” FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the "Date of Agreement" is June 21, 2011. The Executive Director may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Participant shall be performed.

1. Satisfaction of Conditions Precedent to Disbursement of Agency Disbursement Amount. Participant shall satisfy the Conditions Precedent to Disbursement of Agency Disbursement Amount.	Not later than the Closing Deadline.
2. Recording. The Agency CC&Rs, and Memorandum of Agreement are recorded.	On or before the Closing Deadline.
3. TCAC Approval. The Participant shall have obtained a preliminary reservation of tax credits by TCAC.	On or before September 30, 2011.
4. Commencement of Construction. The Participant shall have commenced construction of the Improvements.	On or before December 30, 2011.
5. Completion of Construction. Participant shall complete construction of the Improvements.	Within fourteen (14) months after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction.
6. Rental Units Occupied. Participant causes the Required Affordable Units to be occupied using the Prescribed Rent Levels in conformity with the Agreement.	Within one hundred twenty (120) days after the earlier of (i) completion of construction or (ii) the time established for completion of construction in this Schedule of Performance.

ATTACHMENT NO. 4

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TO: Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

The undersigned,_____, being duly authorized to execute this Certificate of Continuing Program Compliance (this "Certificate") on behalf of MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), hereby represents and warrants that:

1. He has read and is thoroughly familiar with the provisions of the Affordable Housing Agreement (the "AHA") by and between the Agency and the Participant dated as of June 21, 2011, including without limitation the Agency Participant CC&Rs and other attachments thereto. Capitalized terms used herein shall have the same meaning as that set forth in the AHA; and

2. As of the date of this Certificate, the following number of completed residential units at the Site: (i) are currently occupied by Very Low Income Households at Affordable Rent; (ii) are currently occupied by Lower Income Households at Affordable Rent; (iii) are currently occupied by Moderate Income Households at Affordable Rent, (iv) are currently occupied by Extremely Low Income Households at Affordable Rent, or (v) are currently vacant and being held available for occupancy by a Very Low Income Household, a Lower Income Household, or a Moderate Income Household and have been so held continuously since the date a Very Low Income Household, a Lower Income Household or Moderate Income Household vacated such unit:

Occupied at an Affordable Rent by:

Extremely Low Income Households (30%) _____ # of Units, Nos.:
Very Low Income Households (50%) _____ # of Units, Nos.:
Lower Income Households (60%) _____ # of Units, Nos.:
Moderate Income Households (120%) _____ # of Units, Nos.:

Vacant:

a. Held for occupancy by:

i. Extremely Low Income Households (30%) _____ # of Units, Nos.:
ii. Very Low Income Households (50%) _____ # of Units, Nos.:
iii. Lower Income Households (60%) _____ # of Units, Nos.:
iv. Moderate Income Households (120%) _____ # of Units, Nos.:

b. Last occupied by:

i. Extremely Low Income Households (30%) _____ # of Units, Nos.:
ii. Very Low Income Households (50%) _____ # of Units, Nos.:
iii. Lower Income Households (60%) _____ # of Units, Nos.:
iv. Moderate Income Households (120%) _____ # of Units, Nos.:

3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than one hundred percent (100%) of the Required Affordable Units as completed units in the Project been occupied by, or been last occupied, or have been available for occupancy by Extremely Low Income Households (30%), Very Low Income Households (as described above), Lower Income Households (60%) or Moderate Income Households (120%) at an Affordable Rent.

4. The Participant is not in default under the terms of the Agreement, including without limitation the attachments thereto (such as the Agency Participant CC&Rs and the City Covenants).

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

(PARTICIPANT)

ATTACHMENT NO. 5

CALCULATION OF AFFORDABLE RENTS

Riverside County
Affordable Rent Worksheet

(2010 Income Figures)

1. Income Eligibility[1]

The first step in determining eligibility for an affordable housing program is determining whether the family which will be purchasing or renting the housing unit meets the following income standards applicable to **Riverside** County, based upon the size of the family:

Income Level	*1 person household*	*2 person household*	*3 person household*	*4 person household*	*5 person household*	*6 person household*	*7 person household*	*8 person household*
Extremely Low	$13,650	$15,600	$17,550	$19,500	$21,100	$22,650	$24,200	$25,750
Very Low	$22,750	$26,000	$29,250	$32,500	$35,100	$37,700	$40,300	$42,900
Lower	$36,400	$41,600	$46,800	$52,000	$56,200	$60,350	$64,500	$68,650
Median	$45,500	$52,000	$58,500	$65,000	$70,200	$75,400	$80,600	$85,800
Moderate	$54,600	$62,400	$70,200	$78,000	$84,250	$90,500	$96,700	$102,950

[1] Based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development ("HCD") by memorandum dated as of June 17, 2010 and which memorandum was posted to the HCD website. These median income numbers are revised annually.

2. Determining Affordable Rent

For **rental housing**, the second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts.

For **Extremely Low Income** Households:[2]

- renting a **0 bedroom** unit, monthly rent may not exceed **$341.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **$390.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$438.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **$487.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$526.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **$565.50**

For **Very Low Income** Households:[3]

- renting a **0 bedroom** unit, monthly rent may not exceed **$568.75**
- renting a **1 bedroom** unit, monthly rent may not exceed **$650.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$731.25**
- renting a **3 bedroom** unit, monthly rent may not exceed **$812.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$877.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **$942.50**

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[2] Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(1).

[3] Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(2).

For **Lower Income** Households:[4]

- renting a **0 bedroom** unit, monthly rent may not exceed **$682.50**
- renting a **1 bedroom** unit, monthly rent may not exceed **$780.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$877.50**
- renting a **3 bedroom** unit, monthly rent may not exceed **$975.00**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,053.00**
- renting a **5 bedroom** unit, monthly rent may not exceed **$1,131.00**

In addition, for any Lower Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household**:[5]

- **1 person households** whose income is between **$27,300 and $36,400**
- **2 person households** whose income is between **$31,200 and $41,600**
- **3 person households** whose income is between **$35,100 and $46,800**
- **4 person households** whose income is between **$39,000 and $52,000**
- **5 person households** whose income is between **$42,120 and $56,200**
- **6 person households** whose income is between **$45,240 and $60,350**
- **7 person households** whose income is between **$48,360 and $64,500**
- **8 person households** whose income is between **$51,480 and $68,650**

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[4] Affordable Rent for Lower Income Households is the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(3).

[5] Health and Safety Code Section 50053 (b)(3).

For **Moderate Income** Households:[6]

- renting a **0 bedroom** unit, monthly rent may not exceed **$1,251.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **$1,430.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **$1,608.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **$1,787.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **$1,930.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **$2,073.50**

In addition, for any Moderate Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household:**[7]

- **1 person households** whose income is between **$50,050 and $54,600**
- **2 person households** whose income is between **$57,200 and $62,400**
- **3 person households** whose income is between **$64,350 and $70,200**
- **4 person households** whose income is between **$71,500 and $78,000**
- **5 person households** whose income is between **$77,220 and $84,250**
- **6 person households** whose income is between **$82,940 and $90,500**
- **7 person households** whose income is between **$88,660 and $96,700**
- **8 person households** whose income is between **$94,380 and $102,950**

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[6] Affordable Rent for Moderate Income Households is the product of 30 percent times 110 percent of area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(4).

[7] Health and Safety Code Section 50053 (b) (4).

For purposes of determining Affordable Rent, *"Rent"* is an average of estimated housing costs for the next twelve months. ***"Rent"*** includes the total of monthly payments for all of the following:[8]

- Use and occupancy of a housing unit and land and facilities associated therewith.
- Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.
- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

[8] 25 California Code of Regulations Section 6918.

ATTACHMENT NO. 6

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Community Redevelopment Agency of the City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: Executive Director	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY Exempt from recording fees pursuant to Government Code § 6103.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 201___, in Book _____, Page _____, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: Executive Director.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
Executive Director

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 7

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Site Map and the Legal Description of the Site.

II. DEVELOPMENT

The Participant shall construct seventy-eight (78) housing units on the Site, together with all on-site and off-site features described in this Scope of Development (as presented to the City Council of the City on the Date of Agreement), including without limitation landscaping and all off-sites and improvements required under the City approvals for the Development, including zoning, general plan, environmental clearance and all conditions of approval thereunder. All such improvements collectively constitute the "Improvements."

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the Agency as of the Date of the Agreement as supplemented by the Design Development Drawings (the "Approved Plans"), including all conditions and mitigation measures under those land use approvals obtained by the Participant prior to the Date of Agreement.

The Participant shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the "Municipal Code") and the following development standards:

A. General Requirements:

1. Vehicular Access. The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

2. Building Signs. Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

3. Screening. All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

4. Landscaping. The Participant shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming with the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

5. Utilities. All utilities on the Site provided to service the units rehabilitated or reconstructed by the Participant shall be underground at Participant's expense.

6. Building Design. Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

7. Mitigation Measures. Mitigation measures approved for the Development under the California Environmental Quality Act (CEQA).

IV. DEMOLITION AND SOILS

The Participant assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Participant has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the Agency, the City, or their respective officers, agents and employees.

V. SPECIAL AMENITIES

The Participant shall undertake all improvements required by the City as a condition of development of the Site, as more particularly provided in the City approvals given for the Site.

ATTACHMENT NO. 8

CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	))))))))

(Space Above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Certificate") is made by the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic (the "Agency"), in favor of **MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership** (the "Participant"), as of the date set forth below.

RECITALS

A. Agency and the Participant have entered into that certain Affordable Housing Agreement (the "AHA") dated as of June 21, 2011 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Site").

B. As referenced in Section 4.13 of the AHA, Agency is required to furnish the Participant or its successors with a Certificate of Completion upon completion of construction of the "Improvements" (as defined in Section 1.1 of the AHA), which Certificate is required to be in such form as to permit it to be recorded in the Recorder's Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the AHA.

C. Agency has conclusively determined that the construction and development of the Development has been satisfactorily completed.

NOW, THEREFORE, Agency hereby certifies as follows:

1. Agency does hereby certify that the Improvements to be constructed by the Participant has been fully and satisfactorily completed in full conformance with the AHA.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Participant's compliance with those covenants in the AHA that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the AHA (including without limitation the attachments thereto).

IN WITNESS WHEREOF, Agency has executed this Certificate of Completion this ___ day of _____, 201__.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body, corporate and politic

By:_____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A" TO ATTACHMENT NO. 8

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 9

AGENCY PARTICIPANT CC&RS

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
City of Moreno Valley	)
Redevelopment Agency	)
14177 Frederick Street	)
P.O. Box 88005	)
Moreno Valley, California 92552-0805	)
Attn: Executive Director	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REGULATORY AGREEMENT

These Covenants, Conditions and Restrictions, herein sometimes referred to as these "CC&Rs" or "Declaration" or "Regulatory Agreement" are made by the signatories hereto.

R E C I T A L S

WHEREAS, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic ("Agency"), the **City of Moreno Valley**, a municipal corporation ("City"), and **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Participant") is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the "Declarants."

WHEREAS, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of June 21, 2011 (the "AHA") for the improvement and development of certain real property described in Exhibit "A" (to which these CC&Rs are attached) as the "Site," which AHA provides for the recordation of this Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

WHEREAS, this Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this Regulatory Agreement, the Participant holds title to the "Site" as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, the Agency and the City each of the Participant (as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA.

Section 1. "Affordable Housing Project" means an affordable housing project consisting of seventy-eight (78) units and operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the unit. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. "Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above

upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. "Agency" means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 "Area" means the area defined by HUD which includes and consists primarily of Riverside County.

Section 5. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 6. "Certificate" or "Certification" is defined in Section 3(a).

Section 7. "City" means and refers to the City of Moreno Valley, a municipal corporation.

Section 8. "City Code" means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 9. "City Covenants" means an instrument approved by the Executive Director of the Agency substantially in the form of Attachment No. 15 to the AHA. The City Covenants the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development in connection with the variance and conditional use permit, which is to be recorded against the Site in a first, senior, and non-subordinate position, except to Permanent Lender deeds of trust. A copy of the City Covenants on file with the City's Community Development Department.

Section 10. "Common Areas" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "County" means the County of Riverside.

Section 12. "Extremely Low Income Household" means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. "Extremely Low Income Unit" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the

Department of Housing and Urban Development ("HUD") Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. "HOME Agreement" means an agreement between the City and the Participant dated as of _____, 201_ under which the HOME Amount is made available to defray a portion of the cost to construct the Improvements.

Section 16. "HOME Regulations" means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

Section 17. "HOME Requirements" limitations on household income and/or household size as established by the HOME Regulations.

Section 18. "Lower Income Household" means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 19. "Low Income Unit" or "Lower Income Unit" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

Section 20. "Median Income for the Area" means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 21. "Moderate Income Household" means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 22. "Moderate Income Unit" means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 23. "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 24. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these "CC&Rs" or this "Declaration."

Section 25. "Required Affordable Unit" means each of seventy-seven (77) of the seventy-eight (78) dwelling units in the Affordable Housing Project, as rehabilitated or reconstructed under

the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Very Low Income Households and Lower Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 26. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-eight (58) years thereafter.

Section 27. "Site" means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 28. "Tax Credit Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 29. "Tax Credits" means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 30. "Unit" means a dwelling unit on the Affordable Housing Project.

Section 31. "Very Low Income Households" means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 32. "Very Low Income Unit" means a Unit occupied at Affordable Rent by a Very Low Income Household.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means

the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as an Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Very Low Income Household. Moreover, a unit previously occupied by an Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households and Lower Income Households, respectively.

At such time as a tenant ceases to qualify as a Very Low Income Household, the unit occupied by such tenant shall cease to be a Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Very Low Income Unit if it is held vacant and available for occupancy by an Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Low Income Units and Lower Income Units, respectively.

In the event a household's income initially complies with the corresponding income restriction for a Very Low Income Household or Lower Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a

written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

Occupancy Limits. To the greatest extent allowable by law, the maximum occupancy of the Housing Units in the Development shall not exceed more than such number of persons as is equal to two persons per bedroom, plus one. Thus, for the two (2) bedroom Housing Units, the maximum occupancy shall not exceed five (5) persons. For the three (3) bedroom Housing Units, the maximum occupancy shall not exceed seven (7) persons.

Section 3. Participant Verification and Program Compliance.

Income Verification and Certification. The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Affordable Housing Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally prescribes, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

Reporting Amounts. Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Affordable Housing Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Affordable Housing Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.)*. The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Affordable Housing Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

ARTICLE IV
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Affordable Housing Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City. The Participant shall also be responsible to cause maintenance of the Site and improvements thereon to conform to the Tax Credit Regulatory Agreement and the HOME Agreement.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage

hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Affordable Housing Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Affordable Housing Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Very Low Income Households and Lower Income Households, as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any

other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Hemlock Limited Partnership, a California limited partnership, 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

Dated: _____

ATTEST:

By: _____
Agency Secretary

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
City Manager

Dated: _____

ATTEST:

By: _____
City Clerk

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

EXHIBIT A

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “CARPORT” AND “PARKING” AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS “STAIRWAY”.

PARCEL 2
:
UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “RESTRICTED COMMON AREA” FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 10

INCOME VERIFICATION

Part I -- General Information

1. Project Location: _____

2. Landlord's Name: _____

Part II -- Unit Information

3. Unit Number	4. Number of Bedrooms	5. Monthly Rent	6. Number of Occupants

Part III -- Affidavit of Tenant

I, _____, and I, _____, as applicants for rental of an Apartment Unit at the above-described location, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed thirty percent (30%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

C. (My/Our) gross income (anticipated total annual income) exceeds fifty percent (50%) but **does not exceed sixty percent (60%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are

established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

D. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

E. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

_____
Tenant(s)' Initials

1. Tenants qualifying as A and B, above, must complete the following:

Monthly Gross Income
(All Sources of Income of All Adult Household Members Must be Listed)

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: _____

Total x 12 _____ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation),

capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

2. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.

3. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).

4. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the Community Redevelopment Agency of the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

_____	_____
Date	Tenant
_____	_____
Date	Tenant

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley for persons of very low or low income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed under a multifamily housing program of the City of Moreno Valley and the Community Redevelopment Agency of the City of Moreno Valley.

_____ _____
Signature Date

Please send to:

_____
_____
_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____
Signature Date

ATTACHMENT NO. 11

AGENCY NOTE

PROMISSORY NOTE

$6,300,000 _____, 2011
Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Maker" or "Participant"), having its principal place of business at 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, promises to pay to the order of **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic ("Payee" or "Agency"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of Six Million Three Hundred Thousand Dollars ($6,300,000), together with interest on the unpaid principal amount of this Promissory Note ("Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the Agency. This Note is being delivered pursuant to the Affordable Housing Agreement dated as of June 21, 2011, between Maker and Payee (the "AHA"). The loan evidenced by this Note shall be governed by such provisions of the AHA (including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the AHA.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2013 and continuing until July 1, 2066 (the "Maturity Date") unless sooner satisfied. This Promissory Note shall be payable from the Agency Allocable Percentage of Residual Receipts; for so long as amounts are outstanding under a note given by Participant to the City of Moreno Valley (the "City") under the HOME Agreement as provided in the AHA, payments shall be in *pari passu* with payments of six and sixty-seven one-hundredths percent (6.67%) of Residual Receipts to the City of Moreno Valley (the "City"); at such time as the obligation to the City has been satisfied by Participant, the Agency Allocable Percentage of Residual Receipts to be paid by Participant to Agency hereunder is fifty percent (50%) of Residual Receipts. Payments to the Agency may, at the option of Payee, be accelerated and shall be due and payable hereunder in the event of the occurrence of any default under the AHA, the Agency Deed of Trust, or the Agency Participant CC&Rs.

Except in the event of a transfer of Participant's interest in the Site (or the Improvements) contrary to the provisions of the AHA, the Maker's payments to Agency hereunder shall not be deemed in default hereunder so long as Maker makes payments to the Agency of the Agency Allocable Percentage of Residual Receipts, if any, for the corresponding Operating Year, where such payment is required.

Excepting for (i) defaults, (ii) events resulting in acceleration under this Agency Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this Agency Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this Agency Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

Notwithstanding any provision of this Agency Note to contrary effect, the Maker shall make payment in full to the Agency of the outstanding balance under this Agency Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the AHA, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Developer Fee (and interest thereon as prescribed above).

6. Subordination to Multifamily Note. The Participant and the Payee each makes the following representations and warranties:

> "The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note in the original principal amount of [approximately $_____] payable to the lender of the Primary Construction Loan, and subsequently, to indebtedness evidenced by a Multifamily Note in the original principal amount of approximately $4,012,475 payable to the lender of the Primary Permanent Loan (collectively, hereinafter the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of _____, 201__, between the Payee, the Participant and the Senior Lender (the "Subordination Agreement"). The mortgage or deed of trust securing this Promissory Note is and shall be subject and subordinate in all respects to the Assignment of Rents, Security

Agreement and Fixture Filing securing the rights and remedies of the Senior Lender and each subsequent holder of this Promissory Note under the mortgage or deed of trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement."

In the event of the refinancing of the senior loan for an amount not in excess of the outstanding principal balance of the existing senior loan and reasonable and customary closing costs, the Agency will execute an instrument or instruments evidencing the subordination of the indebtedness evidenced by this Promissory Note to such new senior loan.

7. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the AHA constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supersede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time if of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

8. Non-recourse. This Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 12

AGENCY DEED OF TRUST

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2011, between MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $6,300,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each and every obligation, covenant, promise or agreement of Trustor contained in the Loan Agreement between Beneficiary and Trustor, the Agency Participant CC&Rs recorded as to the Property of even date herewith, and that certain Affordable Housing Agreement (the "AHA") between the Beneficiary and the Trustor, which is on file with the Beneficiary as a public record and is incorporated herein by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums

and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto, or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. A default under one or more of those instruments set forth in Exhibit B hereto or referenced above shall constitute a default hereunder.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the Affordable Housing Agreement dated as of June 21, 2011 between Trustor and Beneficiary (the "AHA").

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

EXHIBIT "B"

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 201_, executed by MV Hemlock Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT**. A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

   (a) A default under that certain Affordable Housing Agreement ("Agreement" or the "AHA") dated as of June 21, 2011, between Trustor and Beneficiary or any default under any Agency Note or Agency Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or

   (b) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agreement).

   (c) A default under the "Tax Credit Regulatory Agreement" (as defined in the AHA);

   (d) A default under the "HOME Agreement" (as defined in the AHA); or

   (e) A default under the City Covenants (as entered into pursuant to the AHA).

2. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. **DUE ON SALE OR ENCUMBRANCE**. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency

Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. **PRIORITY OF DEED OF TRUST**. This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender and a deed of trust, if any, in favor of the City.

5. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE**. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

First American Title
TRUSTEE

ATTACHMENT NO. 13

MEMORANDUM OF AGREEMENT

Requested By and When Recorded Return To: **Community Redevelopment Agency of the City of Moreno Valley** 14177 Frederick Street Moreno Valley, California 92552-0805 Attention: Executive Director	This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT** ("Memorandum"), dated as of _____, 2011, is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic ("Agency") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement. Agency and Participant have executed an Affordable Housing Agreement (the "Agreement") dated as of June 21, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The Agreement is on file as a public record with the Agency at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

AGENCY:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

ATTEST:

_____
Agency Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 14

PARTICIPANT CERTIFICATE

_____, 201_ (the "Date of Certificate")

Community Redevelopment Agency of the City of Moreno Valley
Attention: Executive Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of June 21, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the Agency, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, the Affordability Restriction Notice and instruments, if any, required by the HOME Agreement to be recorded have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 4% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Agreement) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. 8. The HOME Agreement has been executed and remains in full force and effect.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remakes to Agency each and every representation and/or warranty made to Agency under the Agreement.

Participant executes this Participant Certificate for the benefit and protection of the Agency with full knowledge that the Agency is relying on this Participant Certificate in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate as of the date first written above.

PARTICIPANT

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 15

CITY COVENANTS

Recording Requested by:	)
	)
When Recorded Return to and	)
Mail Tax Statements to:	)
	)
City of Moreno Valley	)
Redevelopment Agency	)
14177 Frederick Street	)
P.O. Box 88005	)
Moreno Valley, California 92552-0805	)
Attn: Executive Director	)

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REGULATORY AGREEMENT

These Covenants, Conditions and Restrictions, herein sometimes referred to herein as these "CC&Rs" or "Declaration" or "Regulatory Agreement" or "City Regulatory Agreement" are made by the signatories hereto.

R E C I T A L S

WHEREAS, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic ("Agency"), the **City of Moreno Valley**, a municipal corporation ("City"), and **MV Hemlock Limited Partnership,** a California limited partnership ("Participant" or "Owner") is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the "Declarants."

WHEREAS, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of June 21, 2011 (the "AHA") for the improvement and development of certain real property described in Exhibit "A" (to which these CC&Rs are attached) as the "Site," which AHA provides for the recordation of this City Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

WHEREAS, this City Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this City Regulatory Agreement, the Participant holds title to the "Site" as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this City Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

WHEREAS, this City Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

WHEREAS, it is contemplated under the AHA that, as of the recordation of this City Regulatory Agreement, the Participant has acquired fee title to the "Site," as described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

WHEREAS, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available at Affordable Rents to Very Low Income Households, Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

WHEREAS, Agency, City, and Participant wish to adopt this City Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, each of the Agency, the City and the Participant (the latter as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA.

Section 1. "Affordable Housing Project" means an affordable housing project consisting of seventy-eight (78) units and operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the unit. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. "Household size appropriate to the unit," for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development ("HCD"); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. "Agency" means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 "Area" means the area defined by HUD which includes and consists primarily of Riverside County.

Section 5. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 6. "Certificate" or "Certification" is defined in Section 3(a).

Section 7. "City" means and refers to the City of Moreno Valley, a municipal corporation.

Section 8. "City Code" means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 9. "City Covenants", "Regulatory Agreement" or "City Regulatory Agreement" means this Regulatory Agreement.

Section 10. "Common Areas" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "County" means the County of Riverside.

Section 12. "Extremely Low Income Household" means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. "Extremely Low Income Unit" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Urban Development ("HUD") Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. "HOME Agreement" means an agreement between the City and the Participant dated as of _____, 201_ under which the HOME Amount is made available to defray a portion of the cost to construct the Improvements.

Section 16. "HOME Regulations" means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

Section 17. "HOME Requirements" limitations on household income and/or household size as established by the HOME Regulations.

Section 18. "Lower Income Household" means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 19. "Low Income Unit" or "Lower Income Unit" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

Section 20. "Median Income for the Area" means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 21. "Moderate Income Household" means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 22. "Moderate Income Unit" means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 23. "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than

fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 24. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these "CC&Rs" or this "Declaration."

Section 25. "Required Affordable Unit" means each of seventy-seven (77) of the seventy-eight (78) dwelling units in the Affordable Housing Project, as rehabilitated or reconstructed under the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Very Low Income Households and Lower Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 26. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-eight (58) years thereafter.

Section 27. "Site" means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 28. "Tax Credit Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 29. "Tax Credits" means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 30. "Unit" means a dwelling unit on the Affordable Housing Project.

Section 31. "Very Low Income Households" means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 32. "Very Low Income Unit" means a Unit occupied at Affordable Rent by a Very Low Income Household.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the

Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as a Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as a Very Low Income Household. Moreover, a unit previously occupied by a Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Lower Income Households.

At such time as a tenant ceases to qualify as a Very Low Income Household, the unit occupied by such tenant shall cease to be a Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered a Very Low Income Unit if it is held vacant and available for occupancy by a Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as a Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Lower Income Units, respectively.

In the event a household's income initially complies with the corresponding income restriction for a Very Low Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the

Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND

THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

Occupancy Limits. To the greatest extent allowable by law, the maximum occupancy of the Housing Units in the Development shall not exceed more than such number of persons as is equal to two persons per bedroom, plus one. Thus, for the two (2) bedroom Housing Units, the maximum occupancy shall not exceed five (5) persons. For the three (3) bedroom Housing Units, the maximum occupancy shall not exceed seven (7) persons.

Section 3. Participant Verification and Program Compliance.

Income Verification and Certification. The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Rental Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally prescribes, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

Reporting Amounts. Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of

tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Affordable Housing Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger

vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Affordable Housing Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.)*. The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Affordable Housing Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

ARTICLE IV
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development ("HUD") Housing Quality Standards ("HQS"), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform

Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Affordable Housing Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City. The Participant shall also be responsible to cause maintenance of the Site and improvements thereon to conform to the Tax Credit Regulatory Agreement and the HOME Agreement.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Affordable Housing Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Affordable Housing Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA,

provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Very Low Income Households and Lower Income Households as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Hemlock Limited Partnership, a California limited partnership, 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Executive Director

Dated: _____

ATTEST:

By: _____
Agency Secretary

Dated: _____

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

EXHIBIT A

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “CARPORT” AND “PARKING” AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS “STAIRWAY”.

PARCEL 2
:
UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS “RESTRICTED COMMON AREA” FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On , before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On , before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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Title(s)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On , before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

ATTACHMENT NO. 16

AFFORDABILITY RESTRICTION NOTICE

Recording Requested By:

When Recorded Return To and
Mail Tax Statements To:

Community Redevelopment Agency of
the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

[Space above for recorder.]

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

NOTICE OF AFFORDABILITY RESTRICTIONS ON
TRANSFER OF PROPERTY

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF SITE (or "Notice of Affordability Restrictions") is executed as of June 21, 2011 and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, "Chapter 690"), and affects that certain property described in Exhibit "A" hereto ("Site"). The Community Redevelopment Agency of the City of Moreno Valley ("Agency") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership ("Participant") have previously entered into an Affordable Housing Agreement dated as of June 21, 2011 (the "AHA").

1. The AHA provides for affordability restrictions and restrictions on the transfer of the Site, as more particularly set forth in the AHA. A copy of the AHA is on file with the Agency as a public record and is deemed incorporated herein. Reference is made to the AHA with regard to the complete text of the provisions of such agreement which provides for affordability restrictions and restrictions on the transfer of the Site.

2. The AHA provides for the Participant to acquire the Site whereupon the Participant shall (a) construct 78 rental dwelling units at the Site and (b) rent a specified number of such dwelling units to households of limited income, paying an affordable rent; such restrictions are set forth at greater length in a document entitled the "Agency Participant CC&Rs," substantially in the form of Attachment No. 9 to the AHA, which has been entered into by and among the Agency, the City of Moreno Valley ("City"), and the Participant, and which is expected to be recorded substantially concurrently herewith among the official land records of the County of Riverside. The Agency Participant CC&Rs and the AHA are deemed to be incorporated herein by reference.

2.1 Article II, Section 1 of the Agency Participant CC&Rs provides as follows; where the terms "Declaration", "Regulatory Agreement" and "CC&Rs" are used in the quoted language below, such terms refer to the Agency Participant CC&Rs:

> "Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.
>
> "The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative."

2.2 Article II, Section 2 of the Agency Participant CC&Rs provides as follows:

"Affordable Housing.

"Number of Units. Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at "Prescribed Rent Levels." "Prescribed Rent Levels" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as an Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Very Low Income Household. Moreover, a unit previously occupied by a Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Lower Income Households.

"At such time as a tenant ceases to qualify as an Very Low Income Household, the unit occupied by such tenant shall cease to be an Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Very Low Income Unit if it is held vacant and available for occupancy by an Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Low Income Units and Lower Income Units, respectively.

"In the event a household's income initially complies with the corresponding income restriction for a Very Low Income Household or Lower Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

"*Duration of Affordability Requirements*. The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

"*Selection of Tenants*. As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to

the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

"Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

"The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

"*Determination of Affordable Rent for the Affordable Units*. The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

"*Relationship to Tax Credit Requirements and HOME Requirements*. Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most

restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

"THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS."

3. The restrictions contained in the Agency Participant CC&Rs expire fifty-eight (58) years following the date the Agency Participant CC&Rs is recorded. It is anticipated that the Agency Participant CC&Rs will be submitted for recordation contemporaneously with this Notice of Affordability Restrictions.

4. The commonly known location for the Site is near Hemlock Avenue and Perris Boulevard in the City of Moreno Valley.

The Site consists of all or a portion of the following parcels: _____; such numbers are subject to change.

5. The legal description for the Site is attached hereto as Exhibit A and is incorporated herein by reference.

6. The Agency Participant CC&Rs, which includes the affordability restrictions referenced above, is expected to be submitted for recordation in the Office of the Riverside County Recorder contemporaneously with this Notice of Affordability Restrictions.

7. This Notice of Affordability Restrictions is intended merely to satisfy the requirements of Chapter 690. The AHA and the Agency Participant CC&Rs both remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

8. Capitalized terms shall have the meaning established under the AHA (including all Attachments thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

9. Persons having questions regarding this Notice of Affordability Restrictions, the AHA or the Attachments thereto (including the Agency Participant CC&Rs) should contact the Agency at its offices (14177 Frederick Street, Moreno Valley, or such other address as may be designated by the Agency from time to time).

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a public body, corporate and politic

By: _____
Henry T. Garcia, Executive Director

ATTEST:

By: _____
Jane Halstead Secretary

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Henry T. Garcia, City Manager

ATTEST:

By: _____
Jane Halstead
City Clerk

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

AFFORDABLE HOUSING AGREEMENT (HOME)

by and between the

CITY OF MORENO VALLEY

and

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

Table of Contents

Page

1. DEFINITIONS AND INTERPRETATION 3

1.1 Defined Terms 3
1.2 Singular and Plural Terms 16
1.3 References and Other Terms 16
1.4 Exhibits Incorporated 16
1.5 The Redevelopment Plan and the HOME Program 16
1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions 16

2. SITE CONTROL; PARTICIPANT PAYMENTS 18

2.1 Ownership of the Site; Obligation to Develop and Operate. 18
2.2 Participant Payments to City 19

3. THE HOME AMOUNT; PAYMENTS UNDER THE CITY NOTE 19

3.1 City's Conditions to Disbursement of the HOME Amount 19
3.2 HOME Amount 20
3.3 City Note; Submittal of Annual Financial Statement and Residual Receipts Reports 20

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING 22

4.1 Scope of Development 22
4.2 Design Review. 22
4.3 Time of Performance; Progress Reports 23
4.4 Cost of Construction 23
4.5 Insurance Requirements 23
4.6 Obligation to Repair and Restore Damage Due to Casualty 24
4.7 Indemnity 25
4.8 Rights of Access 26
4.9 Compliance With Laws and Federal Program Limitations. 27
4.10 Nondiscrimination in Employment 31
4.11 Taxes and Assessments 31
4.12 Liens and Stop Notices 31
4.13 Certificate of Completion 31
4.14 Further Assurances 31
4.15 Financing of the Improvements. 31
4.16 Mechanics of Disbursement of HOME Amount 36
4.17 Establishment and Maintenance of Accounts 36

5. COVENANTS AND RESTRICTIONS. 37

5.1 Use Covenants 37
5.2 Affordable Housing Requirements. 37
5.3 Verifications. 40
5.4 Maintenance of Site 42
5.5 Nondiscrimination Covenants 43

Table of Contents
(continued)

Page

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction 44

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES. 44

6.1 Formation, Qualification and Compliance 44
6.2 Execution and Performance of Project Documents 45
6.3 Covenant Not to Transfer Except in Conformity 45

7. DEFAULTS, REMEDIES, AND TERMINATION. 45

7.1 Default Remedies 45
7.2 Institution of Legal Actions 45
7.3 Termination by the Participant 46
7.4 Termination by City 46
7.5 Acceptance of Service of Process 46
7.6 Rights and Remedies Are Cumulative 46
7.7 Inaction Not a Waiver of Default 47
7.8 Applicable Law 47
7.9 Modification of Agency Participant CC&Rs 47
7.10 Enforced Delay; Extension of Times of Performance 47
7.11 Limitation Upon Transfer 47
7.12 Non-Liability of Officials and Employees of City 49
7.13 Relationship Between City and Participant 49
7.14 City Approvals and Actions 49
7.15 Real Estate Brokers 49
7.16 Attorneys' Fees 49

8. MISCELLANEOUS 50

8.1 Obligations Unconditional and Independent 50
8.2 Notices 50
8.3 Survival of Representations and Warranties 51
8.4 No Third Parties Benefited Except for Agency City 51
8.5 Binding Effect; Assignment of Obligations 51
8.6 Counterparts 51
8.7 Prior Agreements; Amendments; Consents 51
8.8 Governing Law 52
8.9 Severability of Provisions 52
8.10 Headings 52
8.11 Conflicts 52
8.12 Time of the Essence 52
8.13 Conflict of Interest 52
8.14 Warranty Against Payment of Consideration 52

ATTACHMENTS

ATTACHMENT NO. 1	HOME COVENANTS
ATTACHMENT NO. 2	CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE
ATTACHMENT NO. 3	PARTICIPANT CERTIFICATE TO CITY
ATTACHMENT NO. 4	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 5	CITY NOTE
ATTACHMENT NO. 6	CITY DEED OF TRUST
ATTACHMENT NO. 7	MEMORANDUM OF AGREEMENT

AFFORDABLE HOUSING AGREEMENT (HOME)

THIS AFFORDABLE HOUSING AGREEMENT (HOME) (the "City Agreement" or "Agreement"), dated, for identification purposes only, as of June 21, 2011, is entered into by and between the **CITY OF MORENO VALLEY,** a municipal corporation ("City"), and **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership (the "Participant").

R E C I T A L S

A. City is a California municipal corporation and a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR §92.1, *et seq.* ("HOME Program") for the purposes of strengthening public-private partnerships to provide more affordable housing, and particularly to provide decent, safe, sanitary, and affordable housing, with primary attention to housing for very low income and lower income households in accordance with the HOME Program. The HOME Program funds are used by the City, as a participating jurisdiction, to carry out multi-year housing strategies through acquisition, rehabilitation, and new construction of housing for target income persons and families.

B. The Community Redevelopment Agency of the City of Moreno Valley (the "Agency") is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

C. The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the "Project") was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the "Redevelopment Plan"). The redevelopment project area for the Redevelopment Plan as so amended constitutes the "Project Area."

D. The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the "Community Redevelopment Law"), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

E. The Participant is experienced in the development and operation of affordable multi-family housing in California.

F. Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the "Site") located in the City of Moreno Valley and within the Project Area of the Agency's Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-eight (78) dwelling units and related improvements for occupancy of a specified number of dwelling units to "Very Low Income Households" and "Lower Income Households," all at "Affordable Rent" and at the "Prescribed Rent Levels," as those terms are defined below. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost

to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

G. Participant has applied for an allocation for 4% Low Income Housing Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* ("4% Tax Credits").

H. The Participant has proposed to enter an agreement with the Agency entitled "Affordable Housing Agreement", of even date herewith (the "Agency Agreement"), under which the Participant shall develop seventy-eight (78) dwelling units and a designated number of those dwelling units to be rented at "Affordable Rent" and at the "Prescribed Rent Levels" throughout the "Required Covenant Period" (as defined below). Those undertakings of the Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

I. Under the Agency Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "Agency Deed of Trust" as defined below. The Participant will further provide to the Agency the "Agency Deed of Trust," to be recorded against the Site to secure payments under the Agency Note.

J. By this Agreement, and subject to the terms and conditions herein, City desires to provide financial assistance to Participant in the form of a loan of HOME Program funds in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) in order to assist Participant in the acquisition of the Site, development of affordable rental housing units and the rental of such as a long-term affordable housing project for persons and families of low or moderate income, as set forth in more detail in this City Agreement. The permitted income levels of the tenants of those certain units restricted under the HOME Program and the permissible rents to be charged for occupancy of such units are set forth in detail in this City Agreement in order to ensure compliance with the requirements of the HOME Program with respect to the use of HOME Program funds.

K. Under this City Agreement, the City will loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "City Note" as defined hereunder. Payment is further evidenced as the obligation to pay "Residual Receipts Note Payments" under the "City Deed of Trust" as defined below. The Participant will further provide to the City the "City Deed of Trust," to be recorded against the Site to secure payments under the City Note.

L. City has completed its consideration and approval of the Project under the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* ("CEQA"), and the Guidelines for Implementation of the California Environmental Quality Act set forth at Title 14 California Code of Regulations Section 15000, *et seq.* ("CEQA Guidelines"). City and the U.S. Department of Housing and Urban Development have also completed their review and consideration of the Project under the National Environmental Policy Act ("NEPA") (42 U.S.C. 4321-4347), as set forth in implementing regulations at 24 C.E.R. Part 58 *et seq.* and have approved the use of HOME funds in the Project.

M. This City Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this City Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affiliated Person**" or "**Affiliate**" means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Rancho Belago Developers, Inc., a California corporation or (ii) James M. Jernigan and any person that directly or indirectly controls or is controlled by or under common control with the specified person, any person that is an officer or director of, a trustee of, or a general partner, managing member or operator in, the specified person or of which the specified person is an officer, director, trustee, general partner or managing member, or any person that directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of the outstanding voting securities of the specified person.

"**Affordability Period**" means a period equal to the greater of: (i) fifty-eight (58) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

"**Affordable Rent**" or "**Affordable Housing Cost**" means, with respect to the HOME Units, the maximum amount of monthly Rent to be charged by Participant and paid by the 50% AMI Very Low Income Households occupying the Units at the Site, which shall be determined and calculated in accordance with Section 5.2.5.

"**Agency**" means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

"Agency Agreement" is defined in Recital H of this City Agreement.

"**Agency Deed of Trust**" means Attachment No. 12 to the Agency Agreement.

"**Agency Loan**" means a loan by the Agency as evidenced by the Agency Note.

"**Agency Note**" means Attachment No. 11 to the Agency Agreement.

"**Agency Participant CC&Rs**" or "**Regulatory Agreement**" means Attachment No. 9 to the Agency Agreement.

"AMI" and **"Area Median Income"** means, for purposes of the HOME Units under this City Agreement, the area median income for Riverside County, California, as published annually by TCAC.

"**Annual Financial Statement and Residual Receipts Report**" means the certified financial statement of Participant for the Development using generally accepted accounting principles ("GAAP"), as separately accounted for the Development, including Operating Expenses and Annual Project Revenue, prepared at Participant's expense, by Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included. As and when requested by Agency along with and as a part of the Annual Financial Statement and Residual Receipts Report, Participant shall submit true, legible, and complete copies of the source documentation supporting the Annual Financial Statement and Residual Receipts Report for the Development.

"**Annual Project Revenue**" means all gross income and all revenues of any kind from the Development in a calendar year, of whatever form or nature, whether direct or indirect, with the exception of the items excluded below, received by, paid to, or for the account or benefit of Participant or any Affiliate of Participant or any of their agents or employees (provided, in no event shall amounts counted as Annual Project Revenue be double counted if paid by a Participant to one or more of its Affiliates), from any and all sources, resulting from or attributable to the operation, leasing and occupancy of the Development, determined on the basis of GAAP applied on a consistent basis, and shall include, but not be limited to: (i) gross rentals paid by tenants of the Development under leases, and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from HUD or any other person or organization, received on behalf of tenants under their leases; (ii) amounts paid to Participant or any Affiliate of Participant on account of Operating Expenses for further disbursement by Participant or such Affiliate to a third party or parties, including, without limitation, grants received to fund social services or other housing supportive services at the Development; (iii) late charges and interest paid on rentals; (iv) rents and receipts from licenses, concessions, vending machines, coin laundry, and similar sources; (v) other fees, charges, or payments not denominated as rental but payable to Participant in connection with the rental of office, retail, storage, or other space in the Development; (vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of leases; and (vii) interest and other investment earnings on security deposits, reserve accounts and other Development accounts to the extent disbursed. Notwithstanding the foregoing, Annual Project Revenue shall not include the following items: (a) security deposits from tenants (except when applied by Participant to rent or other amounts owing by tenants); (b) capital contributions to Participant by its members, partners or shareholders (including capital contributions required to pay the portion of the Deferred Developer Fee permitted to be included in eligible basis pursuant to the Tax Credit Rules); (c) condemnation or insurance proceeds; or (d) receipt by an Affiliate of management fees or other bona fide arms-length payments for reasonable and necessary Operating Expenses associated with the Development.

"**Applicable Interest Rate**" means the following rates: (a) as to amounts paid when due, one percent (1%) per annum, compounded annually and (b) as to amounts not paid when due, the lesser of (i) seven percent (7%) per annum, compounded annually, and (ii) the maximum rate permitted by applicable law.

"**Application for Disbursement**" is defined in Section 4.16 hereof.

"**Approved Construction and/or Permanent Lender**" means one or more of: California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

"**Area**" means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

"**Bank Deed of Trust**" means a deed of trust, among an Approved Construction and/or Permanent Lender, as beneficiary and the Participant as trustor and the Title Company or another mutually acceptable title insurer as trustee, in connection with the construction and/or permanent loan provided by an Approved Construction and/or Permanent Lender to Participant.

"**Basic Concept Drawings**" is defined in Section 4.2.1 hereof.

"**Bond Rules**" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Development.

"**Bond Regulatory Agreement**" means the regulatory agreement which may be required to be recorded against the Site with respect to the issuance of the Bonds.

"**Building Permit**" means the building permit(s) issued by the City and required for the Improvements.

"**CDLAC**" means the California Debt Limit Allocation Committee.

"**Capital Replacement Reserve**" means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

"**Certificate of Completion**" means Attachment No. 6 to the Agency Agreement.

"**Certification of Continuing Program Compliance**" means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the City, which Certificate shall be substantially in the form attached hereto as Attachment No. 2.

"**Chargeable Fees and Reserves**" means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

"**City,**" as defined in the first paragraph hereof, means the City of Moreno Valley, California, a municipal corporation.

"City Agreement" is defined in the first paragraph hereof; the term "HOME Agreement" is used interchangeably with the term City Agreement**.**

"**City Allocable Percentage**" means eight percent (8%), leaving forty-two percent (42%) for the Agency and fifty percent (50%) for the Participant. The foregoing percentages are subject to

adjustment based upon the final amount infused by the City and as may otherwise be agreed among the City, the Agency and the Participant.

"City Code" means the Municipal Code of the City of Moreno Valley as may be amended from time to time.

"City Covenants" means an instrument in the form of Attachment No. 15 to the Agency Agreement.

"City Deed of Trust" means a deed of trust securing the City Note and other obligations of Participant hereunder substantially in the form of Attachment No. 6, hereto.

"City Lender's Policy" means an ALTA lender's policy of title insurance which conforms to Section 3.3.5 hereof and insures City's interest under the City Deed of Trust.

"City Loan" or **"HOME Loan"** means the loan by the City of the HOME Amount as provided under this City Agreement.

"City Manager" means the City Manager of the City or his designee.

"City Note" means the promissory note, substantially in the form of Attachment No. 5 hereto, which evidences the City Loan.

"**Closing**" means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the City Deed of Trust, the HOME Covenants, the Primary Construction Loan and the Agency Participant CC&Rs.

"**Closing Deadline**" means October 18, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

"**Conditions Precedent to Disbursement of the HOME Amount**" are set forth in Section 3.1.

"Contractor" means a construction contractor, duly licensed in the State of California and bonded and insured as required herein, performing the construction work for the Improvements.

"**County**" means the County of Riverside, California.

"**Date of Agreement**" means June 21, 2011.

"**Debt Service**" means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

"**Default**" is defined in Section 7.1 hereof.

"**Deferred Developer Fee Portion"** means that portion of the Developer Fee approved by TCAC which the Participant is to collect from Residual Receipts.

"**Developer Fee**" means a sum equal to the lesser of: (i) One Million Eight Hundred Fifty Thousand Dollars ($1,850,000.00) or (ii) that amount determined by TCAC or CDLAC as the

appropriate fee for the Participant in connection with the development of the Site and operation as an affordable housing project under the Agency Agreement and this City Agreement.

"**Development**" means the new apartment complex and associated improvements as required by the Agency Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, this City Agreement, the HOME Covenants and the Tax Credit Regulatory Agreement.

"**Escrow Holder**" means the holder of the Escrow for the recordation of the City Deed of Trust and the HOME Covenants, which shall be First American Title or another escrow holder mutually acceptable to the City and the Participant.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of the Agency or his designee or delegate.

"**Federal Program Limitations**" means compliance with the HOME Program and HOME Regulations, defined hereunder, as applicable to the Development, and also includes any and all other applicable federal regulations relating to fair housing and non-discrimination applicable to the Development. Participant covenants, acknowledges, and agrees it is subject to the Redevelopment Law and all Federal Program Limitations, including (with respect to the HOME Units) the HOME Program and HOME Regulations (whichever are most restrictive and to the extent applicable to the Development), in connection with its performance under this City Agreement, and agrees it shall endeavor to cause the use and operation of the HOME Units to conform to the Federal Program Limitations and the Site to conform to the Redevelopment Law.

"**Financing Assumptions"** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under the Agency Agreement and this City Agreement and do not otherwise constitute a part of this City Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this City Agreement.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction of Participant or the Development.

"**Gross Revenues**" means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, the proceeds of refinancing loans to the extent the refinancing loan proceeds exceed the amount of an outstanding loan or loans against the Property, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with the Agency Agreement and this City

Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

"**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) items listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

"**HOME Agreement**" or **"City Agreement**" means this City Agreement.

"**HOME Amount**" means the sum of One Million Two Hundred Thousand Dollars ($1,200,000).

"HOME Covenants" means Attachment No. 1 to this City Agreement.

"**HOME Program**" means the Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, specifically the HOME Investment Partnership Act, 42 U.S.C. §12701, *et seq.* and the implementing HOME Regulations at 24 CFR §92.1, *et seq.*, as such law now exists and as it may hereafter be amended, to the extent applicable to the Development.

"**HOME Regulations**" means the implementing regulations of the HOME Program set forth at 24 CFR §92.1, *et seq.* as such regulations now exist and as they may hereafter be amended, to the extent applicable to the Development. Participant covenants hereunder to comply with the Redevelopment Law and all applicable HOME Regulations in the performance of this City Agreement, whichever are more restrictive in relation to the HOME Units. In implementation of these requirements, this City Agreement, the Development, and all eligible contributions and expenditures hereunder shall conform to the following:

a. The housing developed hereunder does and shall qualify as affordable housing under 24 CFR §92.252 because each HOME Unit shall be rented at an Affordable Rent; and

b. This City Agreement serves as the written agreement that imposes and enumerates (by meeting or exceeding) as to the HOME Units all of the affordability requirements from 24 CFR §92.252; the property standards requirements of 24 CFR §92.251; and income determinations made in accordance with 24 CFR §92.203.

"**HOME Units**" means ten (10) of the Units (specifically, three (3) three-bedroom Units and seven (7) two-bedroom Units) which shall at any given time be designated as HOME Units and shall be subject to all applicable HOME Regulations. All HOME Units shall be "Low HOME" units pursuant to the HOME Regulations. The HOME Units may be "floating" HOME Units, such that the specific Units designated as HOME Units may change as long as the requirements set forth in the immediately preceding sentence relating to the number of two and three-bedroom Units required to be designated as HOME Units are at all times complied with (subject to allowable increases in tenant income pursuant to Section 5.2 hereof and Section 2.4 of the HOME Covenants). Participant shall designate ten (10) of the Units as HOME Units, in accordance with this paragraph, the HOME Program, and the HOME Regulations. In no event shall the Units designated as HOME Units also be designated as Housing Units receiving Project Based Section 8 assistance.

"**HOME Requirements**" means limitations on household income and/or household size as established by the HOME Regulations.

"**HCD**" means the Housing and Community Development Department of the State of California.

"**Housing Rent**" means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* or other method of determining utility allowances as permitted by TCAC and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

"HUD" means the United States Department of Housing and Urban Development.

"**Improvements**" means all of the improvements described in or referenced in the Scope of Development.

"**Income Verification**" means Attachment No. 10 to the Agency Agreement.

"**Legal Description of the Site**" means Attachment No. 2 to the Agency Agreement. The Legal Description of the Site is also set forth at Exhibit A to the HOME Covenants.

"**Low Income Households" or "Lower Income Households**" means households earning not greater than sixty percent (60%) of Median Income.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

"**Maturity Date**" means the fifty-eighth (58th) anniversary of the July 1st first following the Date of Agreement (namely, July 1, 2066).

"**Median Income**" means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Agreement**" means a memorandum of agreement in the form of Attachment No. 9 to this City Agreement.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Operating Expenses**" means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; the cost of social services and other housing supportive services provided at the Development consistent with Participant's approved application(s) to TCAC or CDLAC of the Site, actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development's site management staff; a management fee ("Management Fee") (excluding any on-site management personnel) of not to exceed six percent (6%) of Gross Revenues; payments on any deferred portion of the Developer Fee; an asset management fee of not to exceed the amount provided in the Participant's partnership agreement in effect on the date of commencement of construction of the Development ("Partnership Agreement"); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to the Agency Agreement and this City Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Annual Financial Statement and Residual Receipts Report and shall be broken out in line item detail.

"**Operating Reserve**" means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Participant's lenders and investors or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note and prior to payments to City under

the City Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. To the extent Participant is required to maintain an Operating Reserve by any Approved Construction and/or Permanent Lender, Participant shall receive a credit hereunder for such amounts maintained by Participant in compliance with such Approved Construction and/or Permanent Lender operating reserve requirement. It is contemplated that the Operating Reserve will be held by the Permanent Lender or investor. The Operating Reserve shall be maintained throughout the term required by the Permanent Lender or investor.

"**Operating Year**" means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

"**Participant**" means MV Hemlock Limited Partnership, a California limited partnership.

"**Participant Certificate to City**" means a certificate in the form of Attachment No. 3 hereto.

"**Permitted Senior Lien**" means a loan or loans in favor of an institutional lender or lenders approved by the Agency and City, in an amount not to exceed the estimated cost of the Improvements not funded by the HOME Amount, the Agency Loan or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

"**Prescribed Rent Levels and Tenant Mix**" means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this City Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

"**Primary Construction Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to the Agency Agreement.

"**Primary Permanent Loan**" means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so

long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and/or the City Note and outstanding development costs.

"**Principals**" means, for purposes of this Agreement, each of: James M. Jernigan and Rancho Belago Developers, Inc., a California corporation.

"**Project Based Section 8**" means housing choice vouchers held by City and/or the Riverside County Housing Authority pursuant to annual and/or multi-year contribution contract(s) with HUD, which may be used to assist specific housing units as authorized by Section 8(o)(13) of the U.S. Housing Act of 1937, 42 U.S.C. Section 1437f(o)(13), and the implementing regulations set forth at 24 CFR Part 983.

"**Project Documents**" means, collectively, this City Agreement, the Agency Agreement, the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the Tax Credit Regulatory Agreement, the HOME Covenants, the City Deed of Trust, the City Note, the Memorandum of Agreement, all other Attachments to this City Agreement, and any other agreement, document, or instrument that City requires in connection with the execution of this City Agreement or from time to time to effectuate the purposes of this City Agreement.

"**Redevelopment Plan**" is defined in Section 1.5 hereof.

"**Related Entity**" means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

"**Relocation**" or "**Relocation Laws**" means all applicable federal and state relocation laws and regulations, including without limitation, (i) the relocation obligations of the HOME Program and HOME Regulations, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4201–4655, and the implementing regulations thereto set forth in 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, *et seq.* and the implementing regulations thereto set forth in Title 25, Section 6000, *et seq.* of the California Code of Regulations, and (iii) any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation goodwill and furnishings, fixtures and equipment, and moving expenses), and (iv) any federal law or regulation prohibiting payment of relocation benefits or assistance to persons ineligible for relocation benefits or assistance. Participant shall be solely responsible for payment of any and all costs, expenses, and payments required to be made and/or incurred pursuant to any and all applicable Relocation Laws; City shall not incur any costs or expenses as a result of the application of the Relocation Laws to the Development or this City Agreement, nor shall City Loan proceeds be used to pay costs of Relocation incurred by Participant in connection with the Development.

"**Reporting Amounts**" means the sum of Two Hundred Fifty Hundred Dollars ($250.00) per unit per year for each dwelling unit as to which the Participant fails to deliver to Agency, during any Operating Year, a full and adequate report that conforms to Section 33418 of the California Health and Safety Code and/or to City a report that conforms to the HOME Covenants.

"**Request for Notice of Default**" means a request for notice substantially in the form of Attachment No. 4 to this City Agreement.

"**Required Affordable Units**" means not fewer than seventy-seven (77) of the seventy-eight (78) of the dwelling units required to be developed on the Site under this Agreement.

"**Required Covenant Period**" means a period of fifty-eight (58) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

"**Residual Receipts**" for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of (a) Operating Expenses and, to the extent funded, (b) Chargeable Fees and Reserves as required by the Agency Agreement and/or this City Agreement and made during the corresponding Operating Year (iii) payments made for the deferred portion of the Developer Fee. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of the Agency Agreement (as confirmed by the Agency) and with the terms of this City Agreement (as confirmed by the City). Provided that the written approval of the City Manager is first obtained (which may be given or withheld at the City Manager's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

"**Residual Receipts Note Payments**" or "**Note Payments**", as those terms are used in this City Agreement, means all payments required to be made pursuant to the City Note.

"**Schedule of Performance**" means Attachment No. 3 to the Agency Agreement. All instruments required to be recorded under this City Agreement shall be recorded by the time established in the Schedule of Performance for the security of the Agency Participant CC&Rs.

"**Scope of Development**" means Attachment No. 7 to the Agency Agreement.

"**Section 3 Clause**" and "**Section 3**" means and refers to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, as amended. City has prepared or shall prepare a Section 3 "checklist" and other forms related to Section 3 compliance; and as provided by City to Participant, Contractor, subcontractor(s), or other contractor(s), as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies and to the extent required by 24 CFR part 135. For purposes of this Section 3 Clause and compliance thereto, whenever the word "contractor" is used it means and include, as applicable, Participant, Contractor, other contractor(s), and subcontractor(s).

Participant hereby acknowledges and agrees the responsibility for compliance with all Section 3 Clause federal requirements as to Participant, its Contractor, or other contractor(s), subcontractor(s), and other agents is the primary obligation of Participant. Participant shall provide or cause to be provided to its Contractor, and each of its other contractor(s), subcontractor(s) and agents a checklist for compliance with Section 3 federal requirements, to obtain from such Contractor, and other contractor(s), subcontractor(s), and agents all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 documentation and proof of compliance to the City Manager.

The particular text to be utilized in any and all contracts of any contractor doing work covered by Section 3, and to the extent required by 24 CFR Part 135, shall be in substantially the form of the following, as reasonably determined by City Manager, or as directed by HUD or its representative, and shall be executed by the applicable contractor under penalty of perjury:

"(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons inclusive of 50% AMI Very Low Income Households served by the Development (as defined in the Affordable Housing Agreement (HOME) and the HOME Covenants), particularly persons who are recipients of HUD assistance for housing.

"(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

"(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

"(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

"(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

"(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

"(vii) With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that

to the greatest extent feasible, (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."

After the foregoing Section 3 Clause, Participant and/or Contractor, as applicable, shall add the signature block of Contractor (or other contractor(s) and subcontractor(s), as applicable) and add the following text immediately above the signature block: "The contractor/provider by this his signature affixed hereto declares under penalty of perjury that contractor has read the requirements of this Section 3 Clause and accepts all its requirements contained therein for all of his operations related to this contract."

"**Site**" means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site. The Site consists of two noncontiguous parcels.

"**Site Map**" means Attachment No. 1 to the Agency Agreement.

"Site Value" means the value of the Site as of the Date of Agreement, namely One Million Nine Hundred Fifty Thousand Dollars ($1,950,000).

"**Stabilized Occupancy**" means occupancy of at least ninety percent (90%) of the Units for three (3) consecutive months.

"**Tax Credit Deadline**" means July 20, 2011 or such other date established by TCAC as a subsequent round funding deadline for 4% Tax Credits during 2011.

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Regulatory Agreement**" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

"**Tax Credits**" or **"4% Tax Credits"** means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

"**Title Company**" shall be First American Title or another title insurer mutually acceptable to the City and the Participant.

"**Unit**" or **"Housing Unit"** means each of the seventy-eight (78) dwelling units required to be developed by the Participant under the Agency Agreement and this City Agreement.

"**Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Very Low Income Unit**" means a Unit occupied at Affordable Rent by a Very Low Income Household.

"**Year**" means a calendar year.

"**50% AMI Very Low Income Households**" means those households earning not greater than fifty percent (50%) of Riverside County Area Median Income, adjusted for household size, which is set forth by regulation of TCAC.

1.2 Singular and Plural Terms. Any defined term used in the plural in this City Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 References and Other Terms. Any reference to this City Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this City Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this City Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 The Redevelopment Plan and the HOME Program. The Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the "Project Area." The use of the Site for affordable housing purposes under the Agency Agreement and this City Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan, in addition to implementing the City's goals in connection with the HOME Program. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement. The Participant is familiar with the HOME Program, including without limitation the HOME Requirements and the HOME Regulations, and shall perform its obligations under this City Agreement in conformance therewith.

1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions. Participant represents and warrants to City as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this City Agreement by Participant has been fully authorized by all requisite actions on the part of the

Participant. The parties who have executed this City Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this City Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities, including without limitation the HOME Regulations. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this City Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site for an amount equal to the Site Value.

(g) **Tax Credits**. Participant has applied for or obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this City Agreement, the City Covenants, the HOME Covenants, the City Note, the City Deed of Trust, the Agency Participant CC&Rs, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the HOME Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, the City Note and the City Deed of Trust and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the City Note, the City Deed of Trust, the HOME Covenants, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under the Agency Agreement and this City Agreement.

Until the recording of the City Covenants, the HOME Covenants and the Agency Participant CC&Rs, whichever shall last occur, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6 not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a

representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which City shall have a right to approve or disapprove if such exception would have an adverse effect on the development and/or operation of the Site. If City elects to proceed with the recording of the HOME Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the recording of each of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants and any instruments required to be recorded under this City Agreement, subject to such exception(s).

2. SITE CONTROL; PARTICIPANT PAYMENTS

2.1 Ownership of the Site; Obligation to Develop and Operate.

The Participant warrants and represents that it holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to the Agency Agreement or this City Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to the Agency Agreement and this City Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies each of the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the HOME Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this City Agreement, as well as the Agency Agreement, and shall make all Residual Receipts Note Payments, all payments required under the Agency Agreement and this City Agreement and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs, the City Covenants and the HOME Covenants throughout the Required Covenant Period.

2.2 **Participant Payments to City**. The City Note provides for the Participant to make payments to the City, which obligation is further evidenced by the City Note. Amounts payable to the City shall be paid in accordance with the terms of the City Note.

3. THE HOME AMOUNT; PAYMENTS UNDER THE CITY NOTE

3.1 **City's Conditions to Disbursement of the HOME Amount**. The City shall not disburse any portion of the HOME Amount to the Participant, as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement of the HOME Amount") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Title to Site.** Participant shall have provided proof satisfactory to the Executive Director that Participant holds fee title to the Site.

(b) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Affordability Restriction Notice, the Agency Deed of Trust, the City Deed of Trust, the HOME Covenants and any additional instruments required to be recorded under this City Agreement have all been recorded.

(c) **Evidence of Financing.** Participant shall have provided written proof acceptable to City Manager on behalf of City that the Participant has obtained a binding commitment for permanent financing, consistent with the Financing Assumptions.

(d) **Allocation of 4% Tax Credits**. TCAC shall have issued a preliminary reservation of 4% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(e) **Title Insurance**. Participant shall have obtained at its expense and caused to be delivered to City a lender's ALTA policy of insurance for the City Deed of Trust (for the amount of the HOME Amount) showing a lien position conforming to this City Agreement.

(f) **Participant Certification to City.** City shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate to City signed by an officer of Participant) to such effect.

(g) **Corporate Resolution.** Participant shall deliver to City certified copies of the resolutions of Participant's board of directors specifically authorizing (or ratifying) the execution of this City Agreement, the City Note, the City Deed of Trust, the HOME Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, the Agency Participant CC&Rs, the Affordability Restriction Notice, and any other implementing documents and identifying the individual(s) with authority to enter into non-material implementation agreements and/or amendments to this City Agreement and make ongoing decisions relating to the acquisition, development, and operation of the Development.

(h) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(i) **Completion of Improvements; Stabilized Occupancy**. Stabilized Occupancy shall have been achieved following completion of construction of the Improvements. Completion of the Improvements shall be evidenced by a certificate of occupancy as to all Units required to be developed on the Site under the Agency Agreement.

(j) **Representations and Warranties.** The representations and warranties of Participant contained in this City Agreement shall be correct as of the request for disbursement of the HOME Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate to City signed by an officer of Participant.

(k) **No Default.** No Event of Default by Participant shall have occurred under the Agency Agreement or this City Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agency Agreement or this City Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in this Section 3.1, or to City's obligations hereunder, are for City's benefit only and City Manager may waive all or any part of such rights by written notice to Participant. If City Manager shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this City Agreement are not met within the times called for, City may, upon ten (10) days' written notification, terminate this City Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of City and is to be memorialized by written notice to the Participant stating that this City Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

3.2 HOME Amount. Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the HOME Amount. Disbursement of the HOME Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this City Agreement. The HOME Amount is being disbursed as a loan, all of the HOME Amount to be repaid from Residual Receipts as set forth in the City Note. The City Note shall be secured by the City Deed of Trust. The City Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to the liens securing repayment of the Primary Construction Loan and the Primary Permanent Loan.

3.3 City Note; Submittal of Annual Financial Statement and Residual Receipts Reports. The Participant shall, prior to disbursement of any of the HOME Amount by City, execute and deliver to City the City Note, and shall additionally execute and cause to be recorded as to the Site the City Deed of Trust, the HOME Covenants and the Memorandum of Agreement. The Participant shall make all payments as provided under the City Note.

The Participant shall annually, at the time the Participant makes its Annual Financial Statement and Residual Receipts Report to tax credit investors or its lenders, but not later than

June 15 as to the preceding calendar year, submit its Annual Financial Statement and Residual Receipts Report to the City. Such submittals to City shall continue until the City Note has been satisfied and the City Deed of Trust reconveyed; provided that additional submittals required under the Agency Agreement shall continue for the period provided therefor in the Agency Agreement.

3.3.1 **Residual Receipts Report**. Participant shall annually, on or before June 15, commencing in the first year after the issuance of the first certificate of occupancy for the Development issued by City's building official, submit to the City a Residual Receipts Report for the Development, which shall provide the basis for Participant's payment of Residual Receipts to the City.

3.3.2 **Annual Financial Statement**. Participant shall also annually submit to the City (as well as Agency), on or before the June 15 nearest following the end of Participant's Operating Year, commencing in the Operating Year after the issuance of the first certificate of occupancy for the Development, Annual Financial Statement and Residual Receipt Reports as to the Development that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such Annual Financial Statement and Residual Receipts Report presents the financial position, results of operations, and cash flows fairly and in accordance with GAAP, as to the Development.

3.3.3 **Prepayment**. The City Loan shall be subject to prepayment on terms and conditions reasonably acceptable to the Executive Director in his/her reasonable discretion.

3.3.4 **Assumption**. The City Note shall not be assumable by successors and assigns of Participant without the prior written consent of the City pursuant to Section 7.11 hereof (which may be given, refused or conditioned at the sole discretion and absolute discretion of the City).

3.3.5 **Security for the City Loan**. The City Note shall be secured by the City Deed of Trust to be recorded as an encumbrance to Participant's interest in the Site as provided herein. The City Deed of Trust and the HOME Covenants shall be recorded prior to or concurrently with the Agency Participant CC&Rs and the Agency Deed of Trust. The City Deed of Trust securing the City Note for the Development shall be junior and subordinate to the Primary Loan, which is to be considered for approval by the Agency pursuant to Section 4.15 hereto in accordance with the standards set forth therein. The City Deed of Trust shall be senior and non subordinate to all other financing, encumbrances, and liens, including without limitation the Agency Deed of Trust, except the approved Primary Loan, and such other loan(s) as may be approved by the City pursuant to Section 4.15 hereof. City shall receive, at Participant's expense, the City Lender's Policy, given by First American Title or another mutually acceptable title insurer, insuring City's interest under the City Deed of Trust consistent with the requirements of this Section 3.3.5.

Concurrent with or following the recording of the HOME Covenants and the City Deed of Trust, City may cause the Title Company or Escrow Holder to prepare and cause to be recorded on City's behalf a Request for Notice of Default as to any deed of trust or other encumbrance as to the Site senior to the City Deed of Trust.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 Scope of Development. The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

4.2 Design Review.

4.2.1 Participant Submissions. Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

4.2.2 City Review and Approval. The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

4.2.3 Revisions. Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 Defects in Plans. The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and

secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

4.3 Time of Performance; Progress Reports. The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Construction. The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; provided that provisions hereof providing for the disbursement of the HOME Amount, on a loan basis, shall be effective as set forth in this City Agreement and the Agency Agreement shall be enforceable according to their respective terms. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

Participant shall be responsible for and bear the costs, if any, associated with the application of Relocation Laws to the Development.

4.5 Insurance Requirements. Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by City, the following policies of insurance in form and substance reasonably satisfactory to City:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(e) property damage insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (b) and (c) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as an additional insured and loss payee. City shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars ($10,000.00) unless approved in writing by the City Manager. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide—Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

4.5.2 Waiver of Subrogation. Participant hereby waives all rights to recover against City (or any officer, employee, agent or representative of City) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

4.6 Obligation to Repair and Restore Damage Due to Casualty. If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to the Agency Agreement and/or this City Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration and Participant shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with the Agency Agreement and this City Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the City Manager, in his or her sole and absolute discretion, approves a longer period of time. If the then-

existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to City (in which event Participant will be entitled to all insurance proceeds after paying to City from such proceeds an amount equal to any assistance expended by City but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the City may pursue remedies of its choosing under this City Agreement, including without limitation termination.

4.7 **Indemnity.** Participant shall defend (by counsel satisfactory to City), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees (collectively, the "Indemnitees") from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the HOME Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; (v) the ownership, occupancy or use of the Site; or (vi) claims or losses based upon statutes or regulations providing for the payment relocation benefits, the rendering of relocation advisory assistance, payments for loss of business or loss of goodwill in connection with the acquisition of the Site and the preparation of the Site for the development and operation of the Improvements. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the City with respect to the consequences of any act of gross negligence or willful misconduct of the City. Participant's obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants.

The Participant shall reimburse the City immediately upon written demand for all costs reasonably incurred by the City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the City is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the City, provided that City gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this City Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Covenants or the City Covenants.

The Participant shall indemnify the City from any real estate commissions or brokerage fees which may arise from this City Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the City harmless from any claim by any broker, agent or finder in connection with this City Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by City (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by City (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the City shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the City shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that any commitment by Agency or City hereunder to provide a portion of the funding for the Development, as otherwise set forth herein, shall only be accomplished through fund balance from redevelopment housing set-aside funds and/or the HOME Amount. The Participant fully understands and acknowledges that any provision of funding by the Agency or the City shall be accomplished from the combination of those two sources of funding and shall not constitute an obligation of the City's general fund.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

4.8 **Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this City Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. City representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8. The foregoing portion of this Section 4.8 shall be in addition to the authority of the City to enforce planning enactments and building and safety laws and to engage in activities in connection therewith.

4.9 Compliance With Laws and Federal Program Limitations.

4.9.1 HOME Program. Because the City Loan will be provided with HOME Program funds, Participant shall carry out the Improvements and the operation of the HOME Units in conformity with all requirements of the HOME Program to the extent applicable to the Development. In the event Participant desires to change the affordable housing or maintenance requirements for the Site from the specific requirements set forth in this City Agreement in order to comply with a subsequently enacted amendment to the HOME Program, Participant shall notify City in writing of such proposed change and the amendment related thereto at least thirty (30) days prior to implementing such change. In the event City disapproves of such change and Participant's interpretation of the amendment related thereto, City shall notify Participant of its disapproval in writing and the parties shall seek clarification from the appropriate HUD Field Office. Only if HUD concurs with Participant's interpretation of the HOME Program (the respect to HOME Units only) shall Participant be permitted to implement the proposed change.

4.9.2 Federal Funding of City Loan. Due to the source of funding for the City Loan from HOME Program funds, which is a federal revenue source, Participant shall comply with all applicable Federal Program Limitations, including without limitation, the following federal provisions.

(a) **Housing Quality Standards**. Participant agrees to develop the Improvements in accordance with the Federal Housing Quality Standards, 24 CFR §982.401, the Moreno Valley Municipal Code and all other applicable local codes, rehabilitation standards, state and local requirements, zoning ordinances, other ordinances and regulations.

(b) **Labor Standards (Davis-Bacon)**. In addition to compliance with Section 4.9.1, the Construction Contract for the Improvements, as well as any other contract for the Improvements, shall contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of the United States Department of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §276a–276a-5), will be paid to all laborers and mechanics employed in the Improvement work, and such contract(s) shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701, *et seq.*), unless an exemption from such requirement and from state prevailing wages is applicable. If required, participating contractors, subcontractors, and other participants must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participant shall supply to City certification, in form and substance satisfactory to HUD and City Manager, as to compliance with the provisions of this Section before receiving any disbursement of federal funds for the Rehabilitation work.

(c) **Handicapped Accessibility**. Participant shall comply with (a) Section 504 of the Rehabilitation Act of 1973, and implementing regulations at 24 CFR 8C governing accessibility of projects assisted with federal funds; and (b) the Americans with Disabilities Act of 1990, and implementing regulations at 28 CFR 35–36 in order to provide handicapped accessibility to the extent readily achievable.

(d) **Use of Debarred, Suspended, or Ineligible Participants**. Participant shall comply with the provisions of 24 CFR 24 relating to the employment, engagement

of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.

(e) **Maintenance of Drug-Free Workplace**. Participant shall certify that Participant will provide a drug-free workplace in accordance with 24 CFR 24F.

(f) **Lead-Based Paint**. City, as a recipient of federal funds, has modified and conformed all of its federally funded housing programs to Lead-Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. §4800, *et seq.*, specifically §§4821-4846, and the implementing regulations thereto, which are aimed to take advantage of rehabilitation events as a cost-effective opportunity to reduce lead based paint and lead based paint hazards (LBP) in existing housing. In this regard, Participant shall comply with all federal requirements relating to lead-based paint.

(g) **Affirmative Marketing**. Participant shall adopt and implement affirmative marketing procedures and requirements at the Site in accordance with Section 92.351 of the HOME Regulations.

(h) **Equal Opportunity and Fair Housing**. Participant shall carry out the Development and perform its obligations under this City Agreement in compliance with all of the federal laws and regulations regarding equal opportunity and fair housing described in 24 CFR 92.350.

(i) **Energy Conservation Standards**. As applicable to the Development, Participant shall cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

4.9.3 Requests for Disbursements of Funds. Participant may not request disbursements of funds hereunder until the funds are needed for payment of eligible costs of the Development.

(a) **Eligible Costs**. Participant shall only use HOME Program funds to pay costs defined as "eligible costs" under Federal Program Limitations.

(b) **Records and Reports**. Participant shall maintain and from time to time submit to City such records, reports and information as City Manager may reasonably require in order to permit City to meet the recordkeeping and reporting requirements required of them pursuant to 24 CFR 92.508.

(c) **Conflict of Interest**. Participant shall comply with and be bound by the conflict of interest provisions set forth at 24 CFR 570.611.

(d) **Conflicts between and among Federal Program Limitations and the Redevelopment Law**. If and to the extent applicable for any source of federal revenue expended to implement the Development and in the event of any conflict or inconsistency between applicable Federal Program Limitations and/or the Redevelopment Law, then the more stringent requirement(s) shall control.

(e) **Layering Review**. Participant acknowledges that a layering review will be performed in accordance with Federal Program Limitations. In connection with such review

Participant acknowledges and agrees it shall be required to represent and certify to City that no government assistance other than the City Loan, the Agency Loan and, as applicable, the Tax Credits, has been obtained or is contemplated to be obtained for the acquisition and development of the Site. If such layering review is conducted, Participant agrees to notify City in the event that it applies for or proposes to use governmental funds, other than as listed in the previous sentence, for the Site or the Improvements.

4.9.4 Compliance with Laws. Participant shall comply with all applicable federal, state and local statutes, ordinances, regulations and laws, (including the Governmental Requirements) with respect to Participant's ownership and the Improvements and the operation and management of the Development by Participant (all of which comprises the Development hereunder). Participant shall carry out the design, construction and completion of Improvements, and operation and management of the Development, in conformity with all applicable laws, including all applicable federal, state, and local labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Moreno Valley Municipal Code, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Act, Civil Code Section 51, *et seq.*

(a) **Prevailing Wage Laws**. Participant shall carry out the Improvements through completion and the overall development of the Development in conformity with all applicable federal, state and local labor laws and regulations, including without limitation, the requirements to pay prevailing wages under federal law, if applicable, (the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 CFR Part 1 (collectively, "Davis Bacon")) and, if applicable, California law (Labor Code Section 1720, *et seq.*).

Participant shall be solely responsible, expressly or impliedly, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, labor laws and standards, and City makes no representations, either legally or financially, as to the applicability or non-applicability of any federal, state or local laws to the Development or any part thereof, either onsite or offsite. Participant expressly, knowingly and voluntarily acknowledges and agrees that City has not previously represented to Participant or to any representative, agent or Affiliate of Participant, or its Contractor or any subcontractor(s) for the construction or development of the Development, in writing or otherwise, in a call for bids or otherwise, that the work and construction undertaken pursuant to this Agreement is (or is not) a "public work," as defined in Section 1720 of the Labor Code or under Davis Bacon or is otherwise exempt.

Participant knowingly and voluntarily agrees that Participant shall have the obligation to provide any and all disclosures or identifications as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation, to the extent applicable. Participant shall indemnify, protect, pay for, defend (with legal counsel acceptable to City) and hold harmless the City and the Agency, with counsel reasonably acceptable to City, and their elected and appointed public officials, employees and agents, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the Improvements, development, construction (as defined by applicable law) and/or operation of the Development, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by

Participant of any applicable local, state and/or federal law or regulation, including, without limitation, any applicable federal and/or state labor laws or regulations (including, without limitation, if applicable, the requirement to pay state and/or federal prevailing wages); (ii) the implementation of Section 1781 of the Labor Code and/or Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation; and/or (iii) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation, to the extent required. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law or regulation) of the Development, including, without limitation, any and all public works (as defined by applicable law or regulation), Participant shall bear all risks of payment or non-payment of prevailing wages under applicable federal, state and local law or regulation and/or the implementation of Labor Code Section 1781 and/or Davis Bacon, as the same may be amended from time to time, and/or any other similar law or regulation. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this City Agreement and shall continue after completion of the Improvements by Participant. At the request of Participant, City shall cooperate with and assist Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

(b) **Section 3 Compliance**. Participant agrees to comply with and to cause the general contractor, each subcontractor, and any other contractors and/or subcontractors or agents of Participant to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u, and the implementing regulations, in connection with the construction of the Project to the extent applicable. Participant shall submit to City each Construction Contract with appropriate provisions providing for the development of the Improvements in conformance with the terms of this City Agreement, including the Section 3 Clause, in accordance with Section 207.2(g). The Contractor, each subcontractor, and any other contractors or subcontractors or agents of Participant (subject to compliance with 24 CFR part 135) shall have provided to City the certification in appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the Development, and City shall be responsible for determining whether each contractor has been debarred.

City has prepared a Section 3 "checklist" and other forms related to Section 3 compliance; and as provided by City to Participant, and its contractor(s) or subcontractor(s), if any, and as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies. Participant hereby acknowledges and agrees to take all responsibility for compliance with all Section 3 Clause federal requirements as to Participant, general contractor, subcontractors, or other contractor(s), subcontractor(s), and other agents. Participant shall provide or cause to be provided to the Contractor and each subcontractor, and each of its other contractor(s), subcontractor(s) and agents the checklist for compliance with the Section 3 Clause federal requirements provided by City, to obtain from the Contractor, each subcontractor, and other contractor(s), subcontractor(s), and agents all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 Clause documentation and proof of compliance to the City Manager. To the extent applicable, Participant shall comply and/or cause compliance with all Section 3 Clause requirements for the Development. For example, when and if Participant or its contractor(s) hire(s)

full time employees, rather than volunteer labor or materials, Section 3 is applicable and all disclosure and reporting requirements apply.

4.10 Nondiscrimination in Employment. Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.11 Taxes and Assessments. Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

4.12 Liens and Stop Notices. Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or

(c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

4.13 Certificate of Completion. In the event the Agency furnishes the Participant with a Certificate of Completion, such issuance shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4.14 Further Assurances. Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to City all documents, and take all actions, reasonably required by City from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.15 Financing of the Improvements.

4.15.1 Approval of Financing. As required herein and as one of Conditions Precedent to the disbursement of the HOME Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding

commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement ("Proof of Financing Commitments").

The City shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this City Agreement and the Agency Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, the City Covenants and the HOME Covenants and are otherwise reasonable and customary. If City shall disapprove any evidence of financing, City shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to City new evidence of financing. City shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to City. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development. In the event a preliminary reservation of Tax Credits is not obtained by the Participant or the Participant is unable to cause Tax Credits to be marketed generating capital for construction of the Improvements on or before the Closing Deadline, this City Agreement shall be subject to termination by the City. The following requirement must be satisfied in order for the financing utilizing Tax Credits to be approved by the City pursuant to this Section 4.15.1:

(i) Not less than twenty percent (20%) of such equity investment shall be payable no later than the completion of construction of the Improvements, as evidenced by the issuance of the Certificate of Completion for the Improvements.

The Participant understands and agrees that Participant, one or more of the Principals of Participant or other party may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial

statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the City as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

4.15.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the City's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this City Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the City Manager and which set forth such costs, unless the written approval of the City Manager is first obtained. The Participant shall notify the City in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, City agrees to subordinate the City Deed of Trust, and to the extent provided in Section 4.15.7, the HOME Covenants and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the City to cure. The City authorizes the City Manager to execute such instruments on behalf of the City without necessity of further action by the governing board of the City.

4.15.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the City may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this City Agreement, the City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this City Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice,

to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this City Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the City by written agreement reasonably satisfactory to the City. The holder, in that event, must agree to complete, in the manner provided in this City Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. The parties hereto acknowledge that any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of the Agency Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default. The City Manager is authorized to consent, on behalf of the City, to the provision of similar cure rights to the limited partner as reasonably requested by the tax credit investor; provided that costs associated with evidencing such cure rights shall be borne by the Participant to defray all of City's legal and staff costs associated therewith, using those charges customarily applied by the City's contract attorneys and City staff where billing is to private clients.

4.15.5 Failure of Holder to Complete Improvements. In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from City of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the City, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an inter-creditor agreement, if any, and in addition shall supplement and not limit the City's rights under the City Covenants and the HOME Covenants or by operation of law.

4.15.6 Right of the City to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the City shall have the right but no obligation to cure the default. In such event, the City shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the City in curing such default.

In addition, the Participant, shall use its best efforts to cause the Primary Construction Lender and the Primary Permanent Lender to agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the City and the City shall have not less than sixty (60) days following receipt by City of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under this City Agreement.

4.15.7 Limited Subordination of Covenants. It is contemplated that financing for the Development will be provided from funds of the Participant, the HOME Amount, the Agency Loan, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the City agrees to the subordination of the City Deed of Trust and those provisions of the HOME Covenants and the City Covenants that limit rents to affordable rents and limit occupants to households of specified incomes on the basis set forth in this Section 4.15.7 and in the HOME Covenants. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in an inter-creditor agreement (which shall include rights of the City to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is

completed pursuant to deeds of trust securing the Primary Construction Loan, the Primary Permanent Loan, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants will no longer be applicable. Any subordination agreement required pursuant to this Section 4.15.7 may be signed by the City Manager, without further approval(s).

4.16 Mechanics of Disbursement of HOME Amount.

4.16.1 Provided that the Conditions Precedent to Disbursement of the HOME Amount have first been satisfied, the City shall make available to the Participant the HOME Amount upon recording of the permanent loan for the Project, but not earlier than at Stabilized Occupancy.

4.16.2 The City shall have no obligation to disburse any portion of the HOME Amount unless and until all of the Conditions Precedent to Disbursement of the HOME Amount are first satisfied and the Stabilized Occupancy has been achieved.

4.16.3 Excepting only for the HOME Amount, the Participant assumes all responsibility for any and all costs to develop the Development (provided that the Agency Agreement shall be enforceable according to its terms). All amounts disbursed by the City to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

4.16.4 The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

4.17 Establishment and Maintenance of Accounts. Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve, at such time as may be required by the lenders and/or investors.

The Participant shall provide to City, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Annual Financial Statement and Residual Receipts Report. The report shall be delivered by Participant to City on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the Agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the

Agency, to the computation and verification of the all payments due by Participant under this City Agreement (including without limitation under the City Note and the HOME Covenants), including without limitation a certified financial audit for the Participant each Year until the City Note has been fully satisfied; if the City has reasonable cause to believe there has been an under-reporting, or otherwise at the City's discretion, the City may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the City and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the City. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to City for the corresponding year, the Participant shall reimburse the City for the cost of the audit).

5. COVENANTS AND RESTRICTIONS.

5.1 Use Covenants. Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs and the City Covenants shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

5.2 Affordable Housing Requirements.

5.2.1 Number of Affordable Units. Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent Subject to modification if mutually approved by the parties and further subject to the possible approval of greater or deeper affordability restrictions or requirements by CDLAC or TCAC, there shall be seventy-seven (77) Required Affordable Units on the Site, with affordability for those units to be provided in conformity with the Prescribed Income Levels and Affordable Rents. The restriction of Units in addition to the Required Affordable Units at limited rent levels, in connection with requirements for tax credits, shall not be deemed to constitute a violation of this City Agreement. In addition, the Participant shall restrict availability of the HOME Units as set forth in this Section 5.2 and the HOME Covenants. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect and the Participant agrees to execute an amendment to the Agency Participant CC&Rs and the City Covenants conforming to those additional Units as may be restricted under tax credit or other programs as utilized in connection with the development of the Improvements or the operation of rental housing units thereon. In the event CDLAC or TCAC imposes greater or deeper affordability restrictions or requirements, this Agreement and the attachments hereto will be conformed to meet such requirements.

5.2.2 Duration of Affordability Requirements. The Required Affordable Units shall be maintained as rental units available at and rented to Very Low Income Households and Lower Income Households consistent with the Prescribed Rent Levels and Tenant Mix throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

5.2.3 Selection of Tenants of HOME Units. Participant shall be responsible for the selection of tenants for the HOME Units in compliance with the HOME Program, the Redevelopment Law, Federal Program Limitations (to the extent applicable) and all lawful and reasonable criteria. Preference shall be given to tenants who currently reside within the City, or who currently work in the City, or who have been displaced by activities of the City, or redevelopment activities of Agency in the implementation of the Redevelopment Plan, to the extent authorized by applicable federal, state or local laws or regulations. Participant shall adopt a tenant selection system for the HOME Units in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by City Manager in his reasonable discretion, which establishes a chronological waiting list system for selection of tenants for the HOME Units. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. To the extent HOME Units are available, Participant shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program solely on the basis of such certificate, voucher, or comparable document, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

5.2.4 Income of Tenants. Each tenant of all of the Units shall satisfy the requirements under the Agency Agreement and the Agency Participant CC&Rs. In addition, as the HOME Units, Participant covenants and agrees that (i) each tenant shall and will be a 50% AMI Very Low Income Household, and (ii) the cost to each tenant household for the corresponding HOME Unit shall be at and within the defined Affordable Rent under this City Agreement for the applicable 50% AMI Very Low Income Household, and (iii) each tenant household shall meet HQS occupancy standards for the HOME Unit, and (iv) the occupancy and use of the HOME Units shall comply with all other covenants and obligations of this City Agreement (collectively, "Tenant Selection Covenants").

Participant covenants that:

(i) three (3) of the three (3) bedroom Housing Units at the Development (which shall be designated as HOME Units) shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent; and

(ii) seven (7) of the two (2) bedroom Housing Units at the Project (which shall be designated as HOME Units) shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent.

5.2.5 Determination of Affordable Rent for the Housing Units. Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided under the Agency Agreement and the Agency Participant CC&Rs. In addition, with respect to the HOME Units, the maximum monthly rent chargeable for the HOME Units shall be annually determined by City in accordance with Section 92.252 of the HOME Regulations and the Tax Credit Rules, as applicable, pursuant to the following formulas:

(a) The Affordable Rent for the HOME Units to be rented to 50% AMI Very Low Income Households shall not exceed the *lesser* of: (A) one-twelfth (12) of thirty percent (30%) of fifty percent (50%) of AMI for Riverside County as determined and published by TCAC

for a family of a size appropriate for the Unit pursuant to the Tax Credit Rules or (B) the applicable Low HOME rent amount pursuant to the HOME Regulations.

For purposes of this City Agreement, "Affordable Rent" means the total of monthly payments for (a) use and occupancy of each HOME Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Participant which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, or cable TV or internet services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Participant.

(b) **Rent Schedule and Utility Allowance for HOME Units**. City will review and approve the Affordable Rents proposed by Participant for all of the HOME Units together with the monthly allowances proposed by Participant for utilities and services to be paid by the tenant. Participant must annually reexamine the income of each tenant household living in the HOME Units annually in accordance with Sections 5.2 and 5.3 herein. The maximum monthly rent with respect to the HOME Units must be recalculated by Participant and reviewed and approved by City annually, and may change as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in rents for the HOME Units is subject to the provisions of outstanding leases. Participant must provide all tenants of HOME Units not less than thirty (30) days prior written notice before implementing any increase in rents.

(c) **Increases in Tenant Income in a HOME Unit**. A tenant who qualifies as a 50% AMI Very Low Income Household, prior to occupancy of a HOME Unit in compliance with this City Agreement shall be deemed to continue to be so qualified until such time as the annual re-verification of such tenant's income demonstrates that such tenant no longer qualifies as a 50% AMI Very Low Income Household, as applicable. A tenant occupying a HOME Unit whose income increases, causing that tenant household to cease to be income qualified in the same category shall, if that tenant household continues to qualify in a higher income category provided for under this City Agreement, be deemed to so qualify and the HOME Unit occupied by such tenant household shall be counted towards Participant's obligation to provide a HOME Unit for households in such income category. The HOME Units shall be "floating units" as defined in the HOME Regulations, such that the location of the HOME Units designated for each income category may change within the Development provided that the next available HOME Unit containing the appropriate number of bedrooms shall be used to replace any HOME Units re-designated due to an increase in tenant income, such that to the extent reasonably practicable, the Development shall continuously comply with the unit mix set forth in Section 5.2.4 hereof for the HOME Units. In no event shall the HOME Units also be designated as Units receiving Project Based Section 8 assistance. A tenant household whose income increases such that such tenant household ceases to be income qualified to occupy a HOME Unit at the Development, may continue to occupy his HOME Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of thirty percent (30%) of the household's adjusted monthly income, recertified annually, or the market rent applicable to the HOME Unit as published by HUD.

(d) **Leases; Rental Agreements for Housing Units**. Prior to renting any HOME Units, Participant shall submit a standard lease form, which shall comply with HOME Regulations (including 24 CFR 92.253), the Redevelopment Law, and all requirements of this City

Agreement, to City for approval. City shall reasonably approve such lease form upon finding that such lease form is consistent with this City Agreement and contains all of the provisions required pursuant to the HOME Program, the HOME Regulations, and the Redevelopment Law. Participant shall enter into a written lease, in the form approved by City, with each tenant/tenant household of any HOME Unit. No lease shall contain any of the provisions that are prohibited pursuant to Section 92.253 of the HOME Regulations.

(e) **Marketing**. Participant shall comply with an affirmative marketing plan reasonably approved by City, including methods for informing the public and potential tenants about the federal fair housing laws, procedures to inform and solicit applications from persons in the housing market area not likely to apply for tenancy of the Units without special outreach and recordkeeping methods that will permit City to evaluate the actions taken by Participant to affirmatively market the HOME Units and the other Units at the Development. Specific procedures for marketing Units shall include:

(i) Posting advertisements and notices of the availability of the Unit(s) in local newspapers and other publications. Such advertisements and notices shall include a description of the age and income requirements applicable to the Unit(s).

(ii) Posting advertisements and notices of the vacancy(ies) at local religious institutions, community centers, public buildings such as post-offices and City Hall.

(iii) Posting advertisements and notices of the vacancy(ies) anywhere Developer believes tenant households eligible for occupancy in the Units are likely to become informed.

5.2.6 Relationship to Tax Credit Requirements and HOME Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as in connection with the authorization of a preliminary reservation of tax credits (the "Tax Credit Regulatory Agreement") or the HOME Requirements is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement and Bond Regulatory Agreement or, if more restrictive, the HOME Requirements (as the HOME Requirement apply to the HOME Units) shall control and the Participant's compliance therewith shall not be a default hereunder.

5.3 Verifications.

5.3.1 Income Verification. Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely the Required Affordable Units.

In addition, with respect to the HOME Units, the following shall apply:

Gross income calculations for tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Participant shall verify the income and information provided in the income certification of the proposed tenant as set forth below:

(a) Participant shall verify the income of each proposed tenant of a HOME Unit at the Development pursuant to the Tenant Selection Covenants set forth in Section 5.2.3 herein, and by at least one of the following methods as appropriate to the proposed tenant:

(i) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.

(ii) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(iii) obtain an income verification certification from the employer of the person.

(iv) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(v) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Participant.

5.3.2 **Annual Reports.** Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency and the information required by City under this Section 5.3.2. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records pertaining to each and every Unit in the Development, and not merely the Required Affordable Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2013 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

Following the completion of the Improvements, and annually thereafter (on or before June 15 of each year), Participant shall submit to City, at Participant's expense, a written summary of the income, household size and rent payable by each of the tenants of the HOME Units. At City's request, but not less frequently than prior to each initial and subsequent rental of each HOME Unit to a new tenant household (but not lease renewals) and annually thereafter, Participant shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants. Participant shall obtain, or shall cause to be obtained by its property manager, an annual certification from each household leasing a HOME Unit demonstrating that such household is a 50% AMI Very Low Income Household, as applicable, and meets the eligibility requirements established for the HOME Unit. Participant shall verify, or shall cause to be verified by

its property manager, the income certification of each tenant household. In order to comply with this Section, Participant shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement for the Development; provided, City may request (and Participant shall provide) additional documentation to assist City's evaluation of Participant's compliance with this City Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with the HOME Regulations and Federal Program Limitations, as applicable. This requirement is in addition to and does not replace or supersede Participant's obligation to annually submit the Certificate of Continuing Program Compliance to City.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Annual Financial Statement and Residual Receipts Report (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Development ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, payment of fees and any other remuneration to Participant (including without limitation any deferred portion of the Developer Fee all certified by the Annual Financial Statement and Residual Receipts Report. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note. Participant agrees to maintain records in a businesslike manner, and to maintain such records for so long as the Agency Participant CC&Rs or the City Covenants remain in effect. The income and rent restrictions provided for hereunder are intended and shall be maintained in a manner sufficient to satisfy the requirements of Health and Safety Code Section 33413(b).

Throughout the Affordability Period, Participant shall comply with all applicable recordkeeping and monitoring requirements set forth in the Redevelopment Law and the HOME Program, including Section 92.508 (or successor regulation) of the HOME Regulations and Section 33418 of the Redevelopment Law, and shall annually complete and submit to City a Certification of Continuing Program Compliance as provided by City Manager. Representatives of City shall be entitled to enter the Site, upon at least seventy two (72) hours notice, to monitor compliance with this City Agreement, to inspect the records of the Development, and to conduct an independent audit or inspection of such records; such authorization shall be in addition to the authority of the City to enforce applicable laws. Participant agrees to cooperate with City in making the Site and all Units thereon available for such inspection or audit. Participant agrees to maintain records in a businesslike manner, to make such records available to City upon seventy two (72) hours notice, and to maintain such records for the entire Affordability Period.

5.4 **Maintenance of Site.** Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any

accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

5.5 **Nondiscrimination Covenants.** Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site or any portion thereof. Participant further agrees to refrain from restricting the rental, sale or lease of the Site, or portion thereof, on the basis of any of the characteristics listed above. Participant shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The foregoing covenants shall run with the land. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in

the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Section 5.5 shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and shall remain in effect in perpetuity.

5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. City is deemed the beneficiary of the terms and provisions of this City Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this City Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. City shall have the right, if the Agreement or any covenants in any agreement pursuant to this City Agreement and the Agency Agreement, including without limitation the Agency Participant CC&Rs, the City Covenants or the HOME Covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this City Agreement and such covenants may be entitled.

6. PARTICIPANT'S GENERAL REPRESENTATIONS AND WARRANTIES.

As a material inducement to City to enter into this City Agreement, Participant represents and warrants to City that:

6.1 Formation, Qualification and Compliance. Participant (a) is a California limited partnership validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this City Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this City Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the City in this City Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this City Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

6.2 **Execution and Performance of Project Documents**. Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

6.3 **Covenant Not to Transfer Except in Conformity**. Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the City Manager, which consent may be granted or refused in the City Manager's sole and absolute discretion; except City shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit compliance period. Any sale, lease, transfer or conveyance without such consent shall, at City's option, be void. A change in ownership of the Participant resulting in the entities executing this City Agreement on behalf of Participant failing to maintain management and control of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that City relied upon Participant's particular expertise in entering into this City Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the HOME Units and the Required Affordable Units to Very Low Income Households and Lower Income Households to afford the community a long-term, quality affordable housing resource. Notwithstanding the above provisions, a transfer permitted under Section 7.11.1 of this City Agreement or Section 6.3(a) of the HOME Covenants shall be deemed to not violate this Section 6.3.

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 **Default Remedies**. Subject to the extensions of time set forth in Section 7.10 of this City Agreement, failure by either party to perform any action or covenant required by this City Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this City Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this City Agreement, and without limiting or affecting rights of parties hereto to terminate this City Agreement, the claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 **Institution of Legal Actions**. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this City Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this City Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent

with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

7.3 **Termination by the Participant**. The Participant shall have no right to terminate this City Agreement.

7.4 **Termination by City**. In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2012):

7.4.1 Participant fails to obtain one or more of an allocation for private activity bonds from CDLAC or enter into the Agency Agreement or to provide by the Tax Credit Deadline evidence satisfactory to the Executive Director that sufficient funding will be available for the Development;

7.4.2 Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this City Agreement;

7.4.3 One or more of the Conditions Precedent to Disbursement of the HOME Amount has not been satisfied;

7.4.4 Participant fails to execute the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Note, the Agency Deed of Trust, the City Note, the City Deed of Trust, the Participant Certificate to City or the Memorandum of Agreement;

7.4.5 The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

7.4.6 Participant is otherwise in default of this City Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this City Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of this City Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this City Agreement by Agency to the Participant and thereafter this City Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

7.5 **Acceptance of Service of Process**. In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this City Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 Inaction Not a Waiver of Default. Any failures or delays by either party to this City Agreement in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this City Agreement.

7.9 Modification of Agency Participant CC&Rs. In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs, the City Covenants, and the HOME Covenants, then, from time to time upon receipt of request therefor from the City Manager, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs, the City Covenants and the HOME Covenants; such request(s) by the City Manager can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs, the City Covenants or the HOME Covenants have been recorded.

7.10 Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this City Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this City Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this City Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this City Agreement may also be extended in writing by the mutual agreement of City and Participant. The City Manager shall have the authority to approve extensions on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this City Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Participant to provide indemnification as set forth in Section 4.7 of this City Agreement, the failure to enter into the Agency Agreement or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

7.11 Limitation Upon Transfer. The qualifications and identity of the Participant are of particular concern to City. It is because of those qualifications and identity that City has entered into this City Agreement with the Participant. For the period commencing upon the date of this City Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this City Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to

facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

7.11.1 Permitted Transfers. Notwithstanding any other provision of this City Agreement to the contrary, the City shall not unreasonably withhold its approval of an assignment of this City Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate; and (d) the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development.

In the event of a proposed assignment by Participant not permitted under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to City including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant all obligations under this City Agreement and the Agency Agreement.

7.11.2 Agency Consideration of Requested Transfer. City agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Units in conformity with each of this City Agreement and the Agency Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to City requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, the City Covenants and the HOME Covenants remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by City. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the City to receive compensation (in connection with such transfer to tax credit investors). City shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which City reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the City pursuant to this City Agreement, the Participant shall remain liable for performance pursuant to this City Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require City Manager approval, City shall either

approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to City such further information as may be reasonably requested.

7.11.3 Successors and Assigns. All of the terms, covenants and conditions of this City Agreement shall be binding upon the Participant and its permitted successors arid assigns. Whenever the term "Participant" is used in this City Agreement, such term shall include any other permitted successors and assigns as herein provided. In addition, the City will not unreasonable withhold its approval of a transfer made at the conclusion of the tax credit compliance period to the Participant and affiliates upon the removal of the tax credit investor, so long as there are no defaults under this City Agreement and the transferee agrees to be bound by all executory provisions of this City Agreement.

7.11.4 Assignment by City. City may assign or transfer any of its rights or obligations under this City Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that City may assign or transfer any of its interests hereunder to the Agency or a housing authority at any time without the consent of the Participant.

7.12 Non-Liability of Officials and Employees of City. No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this City Agreement.

7.13 Relationship Between City and Participant. It is hereby acknowledged that the relationship between the City and Participant is not that of a partnership or joint venture and that City and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this City Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

7.14 City Approvals and Actions. When a reference is made herein to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

7.15 Real Estate Brokers. City and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.16 Attorneys' Fees. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this City Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

8. MISCELLANEOUS

8.1 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of City to Participant, or any other claim by Participant against City, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this City Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

8.2 Notices. All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant: MV Hemlock Limited Partnership
Attention: James M. Jernigan
5051 Canyon Crest Drive, Suite 104
Riverside, California 92507

with copy (the mailing of which shall not constitute notice to Participant) to: Goldfarb and Lipman LLP
Attention: Robert C. Mills
1300 Clay Street, 11th Floor
Oakland, California 94612

If to City: City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: City Manager

with copy (the mailing of which shall not constitute notice to Agency) to: Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone: (949) 725-4167
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

8.3 Survival of Representations and Warranties. All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency and City notwithstanding any investigation made by Agency or City and the rental of the HOME Units have been or will be relied on by City notwithstanding any investigation made by City.

8.4 No Third Parties Benefited Except for Agency City. This City Agreement is made for the purpose of setting forth rights and obligations of Participant and City, and no other person (except for the Agency) shall have any rights hereunder or by reason hereof. Except for the Agency, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this City Agreement

8.5 Binding Effect; Assignment of Obligations. This City Agreement shall bind, and shall inure to the benefit of, Participant and City and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the prior written consent of the City Manager, which consent may be withheld in the City Manager's sole and absolute discretion. Any such assignment without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that City relied upon Participant's particular expertise in entering into this City Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units and the HOME Units in conformity with this City Agreement.

8.6 Counterparts. Provided that the written approval of the City Manager is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.7 Prior Agreements; Amendments; Consents. This City Agreement (together with the other Project Documents) contains the entire agreement between City and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this City Agreement and such other Project Documents or other agreements between the parties preceding the Date of Agreement, including without limitation that certain agreement entitled "Conditional Commitment Letter" dated as of March 8, 2011, are hereafter of no further force and effect. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. The Agency Agreement shall be enforceable according to its terms. This City Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This City Agreement includes pages 1 through 53 and Attachments 1 through 7, which constitutes the entire understanding and agreement of the parties.

This City Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this City Agreement must be in writing by the appropriate authorities of the City and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the City and the Participant.

8.8 Governing Law. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California and applicable Federal Program Limitations. Participant irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this City Agreement or the other Project Documents. Participant also waives any objection regarding personal or in rem jurisdiction or venue.

8.9 Severability of Provisions. No provision of this City Agreement or of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions of this City Agreement and to this end all pro-visions of the Project Documents are hereby declared to be severable.

8.10 Headings. Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.11 Conflicts. In the event of any conflict between the provisions of this City Agreement and those of any other Project Document, this City Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.12 Time of the Essence. Time is of the essence in this City Agreement and in all of the Project Documents.

8.13 Conflict of Interest. No member, official or employee of City shall have any direct or indirect interest in this City Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

8.14 Warranty Against Payment of Consideration. Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this City Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____

By: James M. Jernigan,
Its: President

CITY:

CITY OF MORENO VALLEY, a municipal corporation

By:_____
City Manager

ATTEST:

_____
City Clerk

ATTACHMENT NO. 1

HOME COVENANTS

Recording Requested By and
When Recorded Mail To:

City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, California 92552-0805
Attention: City Manager

(Space above for Recorder's use.)

(This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.)

CITY REGULATORY AGREEMENT

This **CITY REGULATORY AGREEMENT** ("Agreement") is entered into this ____ day of _____, 20__, by and between the **CITY OF MORENO VALLEY**, a California municipal corporation ("City") and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership ("Participant" or "Developer").

RECITALS

A. Developer has acquired that certain real property located in the City as more particularly described in the legal description attached hereto as Exhibit A and fully incorporated by this reference ("Site").

B. Developer desires to construct on the Site seventy-eight (78) Housing Units on the Site, of which ten (10) Units (the "HOME Units") shall be restricted to occupancy and made available to 50% AMI Very Low Income Households, and all at an Affordable Rent, as more particularly set forth herein. Developer intends to acquire the Site and develop improvements thereon utilizing the proceeds of a loan from City in the amount of One Million Two Hundred Thousand Dollars ($1,200,000) from HOME Program funds, or as much thereof as is disbursed by City to Developer.

C. City has agreed to extend the City Loan to Developer pursuant to the terms and conditions of that certain "Affordable Housing Agreement (HOME), also referred to as the "City Agreement," dated as of June 21, 2011 entered into by and between Developer and City.

D. City has agreed to make the City Loan to Developer on the condition that the Development be maintained and operated in accordance with the restrictions concerning affordability, operation, and maintenance of the Development, as specified in the City Agreement.

E. A purpose of the City Agreement is to ensure that the HOME Units rehabilitated and operated pursuant to the requirements hereunder shall be available at an Affordable Rent for fifty-eight (58) years pursuant to the City Agreement.

NOW, THEREFORE, the foregoing recitals are a substantive part of this Agreement and in consideration of the mutual covenants and conditions set forth herein and in the City Agreement, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. Capitalized words and terms used in this Agreement, if not defined in this Regulatory Agreement, shall have the meanings ascribed thereto in the City Agreement.

ARTICLE 2

LAND USE RESTRICTIONS

2.1. Permitted Uses. The Site shall be used only for private rental dwelling purposes and related amenity uses and for no other purposes. Commencing upon and throughout the Affordability Period, Developer covenants and agrees to make available, restrict occupancy to, and rent ten (10) of the Units at the Site to 50% AMI Very Low Income Households, all at an Affordable Rent as set forth in Sections 2.2, 2.3, and 2.4 herein. None of the Housing Units at the Site shall at any time be utilized on a transient basis, nor shall the Site or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home. Developer shall not convert the Site to condominium ownership during the Affordability Period without the prior consideration and action approving such conversion by the City Council, which approval may be granted, withheld or denied in the sole and absolute discretion of the City Council and until such approval is granted, if at all by City Council, it shall be a violation of such restriction to file a "White Report" and/or to record a condominium plan for the Site. Developer shall not maintain or cause to be maintained any public nuisance or private nuisance on or about the Site.

2.2 Tenant Selection Covenants.

(a) Selection of Tenants. Developer shall be responsible for the selection of tenants for the HOME Units in compliance with the HOME Program, the Redevelopment Law, the Federal Program Limitations (to the extent applicable), and all lawful and reasonable criteria, as set forth in the Management Plan that is required to be submitted to and approved by City pursuant to this Agreement. Preference shall be given to tenants who currently reside within the City, or who currently work in the City, or who have been displaced by activities of the City or redevelopment activities of Agency in the implementation of the Redevelopment Plan, to the extent authorized by applicable federal, state or local laws or regulations. Developer shall use its best efforts to rent vacant Housing Units to eligible households on housing authority's tenant waiting list and eligible households currently holding portable Section 8 vouchers, who are otherwise qualified to be tenants in accordance with the approved tenant selection criteria. Developer shall adopt a tenant selection system for the HOME Units in conformance with Section 92.253(e) of the HOME Regulations,

which shall be approved by City Manager in his reasonable discretion, which establishes a chronological waiting list system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. To the extent Units are available, Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR Part 882 (Rental Certificate Program) or a rental voucher under 24 CFR Part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program solely on the basis of such certificate, voucher or comparable document, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

(b) Income and Occupancy Restrictions. As included in the annual income certification provided by Developer or as otherwise reasonably requested by City, Developer shall endeavor to make available for City Manager's review and approval such information as Developer has reviewed and considered in its selection process, together with the statement by Developer that Developer has determined that each selected tenant will comply with all applicable terms and conditions of this Agreement in each tenant's occupancy of a HOME Unit, including without limitation, that each corresponding household satisfies the income eligibility requirements, Affordable Rent requirements, and other requirements of this Agreement.

(i) In this regard, Developer covenants and agrees that (i) each tenant (other than the on-site property manager) shall and will be a 50% AMI Very Low Income Household as defined herein, and (ii) the cost to each tenant household for the corresponding HOME Unit on the Site shall be at and within the defined Affordable Rent for a 50% AMI Very Low Income Household, and (iii) each tenant household (other than the on-site property manager) shall meet HQS occupancy standards for the HOME Unit, and (iv) the occupancy and use of the Site shall comply with all other covenants and obligations of this Agreement (collectively, "Tenant Selection Covenants").

(ii) Developer covenants that:

(A) three (3) of the three (3) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent; and

(B) seven (7) of the two (2) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent.

2.3 Income Certification Requirements. Following the completion of construction of the Improvements, and annually thereafter (on or before March 31 of each year), Developer shall submit to City, at Developer's expense, a written summary of the income, household size and rent payable by each of the tenants of the Units. At City's request, but not less frequently than prior to each initial and subsequent rental of each Unit to a new tenant household (but not lease renewals) and annually thereafter, Developer shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants. Developer shall obtain, or shall cause to be obtained by the Property Manager, an annual certification from each household leasing a HOME Unit demonstrating that such household is a 50% AMI Very Low Income Household, as applicable, and meets the eligibility requirements established for the HOME Unit. Developer shall verify, or shall cause to be verified by the Property Manager, the income certification of each tenant

household. In order to comply with this Section, Developer shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement for the Development; provided, City may request (and Developer shall provide) additional documentation to assist City's evaluation of Developer's compliance with this Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with the HOME Regulations and Federal Program Limitations, as applicable. This requirement is in addition to and does not replace or supersede Developer's obligation to annually submit the Certificate of Continuing Program Compliance to City and Developer's obligations under the City Covenants and the Agency Participant CC&Rs.

(a) Verification of Income of New and Continuing Tenants. Gross income calculations for prospective (and continuing) tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Developer shall verify the income and information provided in the income certification of the proposed tenant as set forth below.

(i) Developer shall verify the income of each proposed tenant of the Development pursuant to the Tenant Selection Covenants set forth in Section 2.2 herein, and by at least one of the following methods as appropriate to the proposed tenant:

(A) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.

(B) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(C) obtain an income verification certification from the employer of the person.

(D) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(E) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Developer.

2.4 Affordable Rent.

(a) Maximum Monthly Rent. The maximum monthly rent chargeable for the HOME Units shall be annually determined by City in accordance with Section 92.252 of the HOME Regulations and the Tax Credit Rules, as applicable, pursuant to the following formulas:

(i) The Affordable Rent for the Housing Units to be rented to 50% AMI Very Low Income Households shall not exceed the *lesser* of: (A) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of AMI for Riverside County as determined and published by TCAC

for a family of a size appropriate for the unit pursuant to the Tax Credit Rules or (B) the applicable Low HOME rent amount pursuant to the HOME Regulations.

For purposes of this Agreement, "Affordable Rent" means the total of monthly payments for (a) use and occupancy of each Housing Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, or cable TV or internet services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

(b) Rent Schedule and Utility Allowance. City will review and approve the Affordable Rents proposed by Developer for all of the HOME Units together with the monthly allowances proposed by Developer for utilities and services to be paid by the tenant. Developer must annually reexamine the income of each tenant household living in the Housing Units annually in accordance with Sections 2.3 and 3.8 herein. The maximum monthly rent must be recalculated by Developer and reviewed and approved by City annually, and may change as changes in the applicable gross Rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in Rents for the HOME Units is subject to the provisions of outstanding leases. Developer must provide all tenants not less than 30 days prior to written notice before implementing any increase in Rents.

(c) Increases in Tenant Income. A tenant who qualifies as a 50% AMI Very Low Income Household prior to occupancy of a HOME Unit in compliance with this Agreement shall be deemed to continue to be so qualified until such time as the annual re-verification of such tenant's income demonstrates that such tenant no longer qualifies as a 50% AMI Very Low Income Household, as applicable. A tenant occupying a HOME Unit whose income increases, causing that tenant household to cease to be income qualified in the same category shall, if that tenant household continues to qualify in a higher income category provided for under this Agreement, be deemed to so qualify and the HOME Unit occupied by such tenant household shall be counted towards Developer's obligation to provide a HOME Unit for households in such income category. The HOME Units shall be "floating units" as defined in the HOME Regulations, such that the location of the HOME Units designated for each income category as well as the HOME Units designated as HOME Units may change within the Development provided that the next available HOME Unit containing the appropriate number of bedrooms shall be used to replace any HOME Units re-designated due to an increase in tenant income, such that to the extent reasonably practicable, the Development shall continuously comply with the unit mix set forth in Section 2.2(b)(ii). In no event shall the HOME Units designated as HOME Units also be designated as Units receiving Project Based Section 8 assistance. A tenant household whose income increases such that such tenant household ceases to be income qualified to occupy any HOME Unit at the Development, may continue to occupy his HOME Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of thirty percent (30%) of the household's adjusted monthly income, recertified annually, or the market rent applicable to the HOME Unit as published by HUD.

(d) Most Restrictive Affordable Rent Covenants Govern. To the extent of an inconsistency between or among the foregoing covenants relating to Affordable Rent and other

covenants or agreements applicable to the Development, the most restrictive covenants or agreement regarding the Affordable Rent for the Housing Units in the Development shall prevail.

2.5. Tenant Protections.

(a) Lease. Developer shall execute or cause to be executed a written lease in a form approved in writing by City (other than immaterial modifications thereto) which complies with the applicable HOME Regulations, the Redevelopment Law, and all Federal Program Limitations, with each tenant household identifying by name all permitted occupants, both adults and minors, occupying each Unit. The lease between tenants occupying the Housing Units and Developer must be for not less than one year, unless by mutual agreement between the tenant and Developer.

(b) Prohibited Lease Terms. The lease for HOME Units may not contain any of the following provisions:

(i) *Agreement to be Sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Developer in a lawsuit brought in connection with the lease;

(ii) *Treatment of Site.* Agreement by tenant that Developer may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. Developer may dispose of this personal property in accordance with state law;

(iii) *Excusing Developer From Responsibility.* Agreement by the tenant not to hold Developer or Developer's agents legally responsible for any action or failure to act, whether intentional or negligent;

(iv) *Waiver of Notice.* Agreement of the tenant that Developer may institute a lawsuit without notice to the tenant;

(v) *Waiver of Legal Proceedings.* Agreement by the tenant that Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(vi) *Waiver of a Jury Trial.* Agreement by the tenant to waive any right to a trial by jury;

(vii) *Waiver of Right to Appeal Court Decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(viii) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

(c) Termination of Tenancy. Developer may not terminate the tenancy or refuse to renew the lease of a tenant of a HOME Unit within the Development except for failure to pay rent, serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by Developer's service upon the tenant of a written notice specifying the grounds for the action.

(d) Tenant Selection. Developer shall not refuse to rent a Unit in the Development to a holder of a Rental Voucher or a Rental Certificate or comparable document evidencing participation in the Section 8 Program or a HOME tenant-based assistance program solely on the basis of such participation, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria. Developer must adopt written tenant selection policies and criteria reasonably approved by City that:

(i) Are consistent with the purpose of providing housing for 50% AMI Very Low Income Households;

(ii) Are reasonably related to HOME Program eligibility (if applicable), eligibility under the Redevelopment Law (if applicable), and the applicants' ability to perform the obligations of the lease;

(iii) Give reasonable consideration to the housing needs of senior citizens that would have a federal preference under 42 U.S.C. § 12744 of the Cranston-Gonzalez National Affordable Housing Act of 1992 and

(iv) Provide for the prompt written notification to any rejected applicant of the grounds for any rejection.

2.6. Compliance with Use and Occupancy Laws. Developer agrees that for each lease, Developer shall comply with all applicable State and local laws, statutes, ordinances, rules and regulations, which in any way restrict the use and occupancy and resale of the Site, including the HOME Program, HOME Regulations, Redevelopment Law and Federal Program Limitations. Notwithstanding the foregoing, Developer shall not permit a Housing Unit to be occupied by a greater number of persons than permitted by the occupancy limits set forth in the Housing Quality Standards (HQS) in 24 CFR 982.401 published by HUD.

2.7. Nondiscrimination. Except to the extent preferences are permitted or required by this Agreement, all of the Units shall be available for occupancy on a continual basis to members of the general public who are income eligible in accordance with Article 2 hereof. There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site. The foregoing covenants against discrimination shall run with the land. All

deeds, leases or contracts made or entered into by Developer as to the Units or the Site or portion thereof, shall contain covenants concerning discrimination as prescribed by the City Agreement.

ARTICLE 3

OPERATION AND MANAGEMENT OF THE DEVELOPMENT

3.1. Compliance with City Agreement. Developer shall comply with all the terms and provisions of the City Agreement.

3.2. Taxes and Impositions. After Developer's acquisition of the Site, Developer shall be responsible to and shall pay, prior to delinquency, all of the following (collectively, the "Impositions"): (i) all general and special real property taxes and assessments imposed on the Site; and (ii) all other taxes and assessments and charges of every kind that are assessed upon the Site and that create or may create a lien upon the Site (or upon any personal property or fixtures used in connection with the Site), including non governmental levies and assessments pursuant to applicable covenants, conditions or restrictions. If permitted by law, Developer may pay any Imposition in installments (together with any accrued interest).

(a) Right to Contest. Developer shall not be required to pay any Imposition so long as (a) the validity of such Imposition is being actively contested in good faith and by appropriate proceedings, and (b) either (i) Developer has demonstrated to City's reasonable satisfaction that leaving such Imposition unpaid pending the outcome of such proceedings could not result in conveyance of any parcel in satisfaction of such Imposition or otherwise impair City's interests under the Development Documents, or (ii) Developer has furnished City with a bond or other security satisfactory to City in an amount not less than 120% of the applicable claim (including interest and penalties).

(b) Evidence of Payment. Upon demand by the City Manager from time to time, Developer shall deliver to the City Manager within thirty (30) days following the due date of any Imposition, evidence of payment of said Imposition reasonably satisfactory to the City Manager, unless Developer is contesting the imposition in conformity with Section 3.2(a). In addition, upon demand by City from time to time, Developer shall furnish to City a tax reporting service for the Site of a type and duration, and with a company, reasonably satisfactory to City.

3.3 Management of the Development.

(a) Property Manager. Developer shall cause the Development, and all appurtenances thereto that are a part of the Development, to be managed in a prudent and business-like manner, consistent with property management standards for other comparable high quality, well-managed rental housing projects in Riverside County, California. Developer shall contract with a property management company or property manager to operate and maintain the Development in accordance with the terms of this Section ("Property Manager"); provided, however, the selection and hiring of the Property Manager (and each successor or assignee Property Manager) is and shall be subject to prior written approval of City Manager in his sole and reasonable discretion. The Property Manager shall not be an Affiliate of Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, delayed or conditioned. Developer shall conduct due diligence and background evaluation of any potential outside property manager or

property management company to evaluate experience, references, credit worthiness, and related qualifications as a property manager. Any proposed property manager shall have prior experience with rental housing projects and properties comparable to the Development and the references and credit record of such manager/company shall be investigated (or caused to be investigated) by Developer prior to submitting the name and qualifications of such proposed property manager to the City Manager for review and approval. A complete and true copy of the results of such background evaluation shall be provided to the City Manager. Approval of a Property Manager by City Manager shall not be unreasonably delayed but shall be in his sole and reasonable discretion, and City Manager shall use good faith efforts to respond as promptly as practicable in order to facilitate effective and ongoing management of the Development. Furthermore, the identity and retention of any approved Property Manager shall not be changed without the prior written approval of the City Manager, which approval shall not be unreasonably withheld or delayed, but shall be in his sole and reasonable discretion. The selection by Developer of any new Property Manager also shall be subject to the foregoing requirements. The fee to be paid to the Property Manager shall not exceed six percent (6%) of scheduled gross income.

(b) Management Plan. Prior to and as a Condition Precedent of the initial or any subsequent disbursement of the City Loan proceeds, Developer shall prepare and submit to the City Manager for review and approval an updated and supplemented management plan which includes a detailed plan and strategy for long term operation, maintenance, repair, security, social/supportive services for, and marketing of the Development, method of selection of tenants, rules and regulations for tenants, and other rental and operational policies for the Development ("Management Plan"). City Manager approval of the Management Plan shall not be unreasonably withheld or delayed. Subsequent to approval of the Management Plan by the City Manager the ongoing management and operation of the Development shall be in compliance with the approved Management Plan. Developer and Property Manager may from time to time submit to the City Manager proposed amendments to the Management Plan, which are also subject to the prior written approval of the City Manager.

(i) Gross Mismanagement. In the event of "Gross Mismanagement" (as that term is defined below) of the Development or any part of the Development, City Manager shall have and retain the authority to direct and require any condition(s), acts, or inactions of Gross Mismanagement to cease and/or be corrected immediately, and further to direct and require the immediate removal of the Property Manager and replacement with a new qualified and approved Property Manager, if such condition(s) is/are not ceased and/or corrected after expiration of thirty (30) days from the date of written notice from City Manager. If Developer or Property Manager has commenced to cure such Gross Mismanagement condition(s) on or before the 20th day from the date of written notice (with evidence of such submitted to the City Manager), but has failed to complete such cure by the 30th day, then Developer or Property Manager shall have an additional ten (10) days to complete the cure of such Gross Mismanagement condition(s). In no event shall any condition of Gross Mismanagement continue uncured for a period exceeding forty-five (45) days from date of the initial written notice of such condition(s). If such condition(s) do persist beyond such period City Manager shall have the sole and absolute right to immediately and without further notice to Developer (or to Property Manager or any other person/entity) replace the Property Manager with a new property manager of the City Manager's selection at the sole cost and expense of Developer. If Developer takes steps to select a new Property Manager that selection is subject to the requirements set forth above for selection of a Property Manager.

(A) For purposes of this Agreement, the term "Gross Mismanagement" means management of the Development (or any part of the Development) in a manner which violates the terms and/or intention of this Agreement to operate a high quality, affordable rental housing complex comparable to other similar complexes in Riverside County, California, and shall include, but is not limited to, any one or more of the following:

(1) Knowingly leasing to tenants who exceed the prescribed income levels;

(2) Knowingly allowing the tenants to exceed the prescribed occupancy levels without taking immediate action to stop such overcrowding;

(3) Underfunding required reserve accounts, unless funds are not reasonably available to deposit in such accounts;

(4) Failing to timely maintain the Development in accordance with the Management Plan and the manner prescribed herein;

(5) Failing to submit timely and/or adequate annual reports to City as required herein;

(6) Fraud or embezzlement of Development funds, including without limitation funds in the reserve accounts;

(7) Failing to reasonably cooperate with the Moreno Valley Police Department or other local law enforcement agency(ies) with jurisdiction over the Development, in maintaining a crime-free environment within the Development;

(8) Failing to reasonably cooperate with the Moreno Valley Fire Department or other local public safety agency(ies) with jurisdiction over the Development, in maintaining a safe environment within the Development;

(9) Failing to reasonably cooperate with the Moreno Valley Planning & Building Department, including the Code Enforcement Division, or other local health and safety enforcement agency(ies) with jurisdiction over the Development, in maintaining a safe environment within the Development; and

(10) Spending funds from the Capital Replacement Reserve account(s) for items that are not defined as capital costs under the standards imposed by generally accepted accounting principles (GAAP) (and/or, as applicable, generally accepted auditing principles.)

(ii) Notwithstanding the requirements of the Property Manager to correct any condition of Gross Mismanagement as described above, Developer is obligated and shall use commercially reasonable efforts to correct any defects in property management or operations at the earliest feasible time and, if necessary, to replace the Property Manager as provided above. Developer shall include advisement and provisions of the foregoing requirements and requirements of this Agreement within any contract between Developer and its Property Manager.

(b) Marketing. Developer shall comply with an affirmative marketing plan reasonably approved by City, including methods for informing the public and potential tenants about the federal fair housing laws, procedures to inform and solicit applications from persons in the housing market area not likely to apply for tenancy at the Units without special outreach and recordkeeping methods that will permit City to evaluate the actions taken by Developer (or Property Manager) to affirmatively market the Units at the Development. Specific procedures for marketing and releasing Units shall be set forth in the Management Plan and shall include:

(i) Posting advertisements and notices of the availability of the Unit(s) in local newspapers and other publications. Such advertisements and notices shall include a description of the age and income requirements applicable to the Unit(s).

(ii) Posting advertisements and notices of the vacancy(ies) at local religious institutions, community centers, public buildings such as post-offices and City Hall, and the Garden Grove Senior Center.

(iii) Posting advertisements and notices of the vacancy(ies) anywhere Developer believes tenant households eligible for occupancy in the Units at the Development are likely to become informed.

3.4 Code Enforcement. Developer acknowledges and agrees that City and City's employees and authorized agents shall have the right to conduct code compliance and/or code enforcement inspections of the Development and the individual units, both exterior and interior, at reasonable times during normal business hours and upon reasonable notice (not less than 72 hours prior notice) to Developer and/or an individual tenant. If such notice is provided by City representative(s) to Developer, then Developer (or its Property Manager) shall immediately and directly advise tenant of such upcoming inspection and cause access to the area(s) and/or units on the Development to be made available and open for inspection. Developer shall include express advisement of such inspection rights within the approved lease/rental agreements for each Unit in the Development in order for each and every tenant and tenant household to be aware of this inspection right.

3.5 Monitoring and Recordkeeping. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in the Redevelopment Law and the HOME Program, including Section 92.508 (or successor regulation) of the HOME Regulations and Section 33418 of the Redevelopment Law, and shall annually complete and submit to City a Certification of Continuing Program Compliance substantially in the form of Attachment No. 2 to the City Agreement, or other form provided by City Manager. Developer agrees to maintain records in a businesslike manner, to make such records available to City upon seventy-two (72) hours' notice, and to maintain such records for the entire Affordability Period.

3.6 Right of Entry for Inspection. Representatives of City shall be entitled to enter the Site during normal business hours, upon at least seventy-two (72) hours notice, to monitor compliance with the Agreement (including the terms and conditions of Section 3.8 above), to inspect the records of the Development with respect to the Units, and to conduct an independent audit of such records. Developer agrees to reasonably cooperate with City in making the Site and records relating to the Development available for such inspection. If for any reason City is unable to obtain Developer's consent to such an inspection, Developer understands and agrees that City may obtain at

Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Site.

ARTICLE 4

OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

4.1. Maintenance by Developer. Developer shall, at its sole cost and expense, maintain and repair the Site keeping the same in good condition and making all repairs as they may be required by the Agreement and by all applicable City Municipal Code and Uniform Building Code provisions and the federal Housing Quality Standards set forth in 24 CFR Section 982.401.

4.2. Maintenance and Replacement. Developer shall maintain the Site in good repair and working order, and in a safe, decent and sanitary condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements in order to keep the Site in a safe, decent and sanitary condition. Developer shall manage and maintain the Development in accordance with all applicable HUD housing quality standards and local code requirements, including any regulations concerning marketing, operation, maintenance, repair, security, rental policy and method of selection of tenants.

4.3. Interior Maintenance. Developer shall maintain the interior of buildings, including carpet, drapes and paint, in habitable condition and shall clean each Unit between tenancies.

4.4. Landscaping. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped and maintained in good condition in accordance with the City Municipal Code.

ARTICLE 5

MISCELLANEOUS DEVELOPMENT REQUIREMENTS

Developer must carry out each activity in connection with the Development in conformance with the City Agreement, this Agreement and, to the extent applicable, with the HOME Program, HOME Regulations, Federal Program Limitations, and the Redevelopment Law. Applicable federal laws and regulations include, without limitation, as follows:

5.1 Qualification as Affordable Housing. As to the HOME Units only, Developer shall use, manage and operate the Housing Units in accordance with the requirements of 24 CFR 92.252 so as to qualify the housing on the Site as Affordable Housing.

5.2 Tenant and Participant Protections. As to the HOME Units only, Developer shall comply with the requirements of 24 CFR 92.253.

5.3 Handicapped Accessibility. Developer shall comply with (a) Section 504 of the Rehabilitation Act of 1973, and implementing regulations at 24 CFR 8C governing accessibility of projects assisted under the HOME Program; and (b) the Americans with Disabilities Act of 1990, and implementing regulations at 28 CFR Parts 35 and 36 in order to provide handicapped accessibility to the extent readily achievable.

5.4 Use of Debarred, Suspended, or Ineligible Participants. Developer shall comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.

5.5 Maintenance of Drug-Free Workplace. Developer shall certify that Developer will provide a drug-free workplace in accordance with 24 CFR Part 24.

5.6 Lead-Based Paint.

(a) City, as a recipient of federal funds, has modified and conformed all of its federally funded housing programs to Lead-Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. §4800, *et seq.*, specifically §§4821-4846, and the implementing regulations thereto, which are aimed to take advantage of Rehabilitation events as a cost-effective opportunity to reduce lead based paint and lead based paint hazards (LBP) in existing housing.

(i) The implementing regulations to Title X are set forth in 24 CFR Part 35 (LBP Regs) were adopted by HUD on September 15, 1999 and are now effective for compliance by all recipients and sub-recipients of federal funds. Subpart J of the LBP Regs focuses on the requirements for programs that provide assistance for housing rehabilitation, such as this Development. In this regard, Developer shall comply with the requirements, as and to the extent applicable, of Title X and the implementing LBP Regs for the Development.

(ii) The Improvements shall be undertaken and completed by qualified contractor(s) selected by Developer and, if applicable, meeting the requirements of the LBP Regs. All work relating to LBP and LBP hazards and the reduction and clearance thereof shall be undertaken using safe work practices and shall be conducted by qualified contractor(s) and inspectors(s) meeting the requirements of the LBP Regs. Under the LBP Regs treatment and clearance shall be conducted by separate contractors. All treatment and clearance using safe work practices of LBP and LBP hazards at the Site shall be completed first and prior to construction of the Improvements.

5.7 Affirmative Marketing. Developer must adopt and implement affirmative marketing procedures and requirements at the Site in accordance with Section 92.351 of the HOME Regulations.

5.8 Equal Opportunity and Fair Housing. Developer shall carry out the work for the Development and perform its obligations under the City Agreement and this Agreement in compliance with all of the federal laws and regulations regarding equal opportunity and fair housing described in 24 CFR 92.350.

5.9 Housing Quality Standards. Developer shall cause the Site to meet the Federal Housing Quality Standards set forth in 24 CFR 982.401, the Moreno Valley Municipal Code, and all applicable codes and ordinances, including zoning ordinances. Developer shall also cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

5.10 Displacement and Relocation. Developer acknowledges and agrees that, pursuant to federal and state requirements and consistent with the other goals and objectives of that part and pursuant to the adopted relocation plan, City must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of development of the Improvements. Developer agrees to cooperate with City in meeting all federal and state requirements and shall take all actions and measures reasonably required by City Manager (or his duly authorized representative) in connection therewith.

5.11 Other Program Requirements. As to the HOME Units only, Developer shall carry out each activity in compliance with all federal laws and regulations described in subpart H of 24 CFR 92, except that Developer does not assume City's responsibilities for environmental review in 24 CFR 92.352 or the intergovernmental review process in 24 CFR 92.357.

5.12 Requests for Disbursements of Funds. Notwithstanding anything contained in the City Agreement to the contrary, Developer may not request disbursements of funds thereunder or hereunder until the funds are needed for payment of eligible construction costs.

5.13 Eligible Costs. Developer shall only use HOME Program funds to pay costs defined as "eligible costs" pursuant to 24 CFR 92.206.

5.14 Records and Reports. Developer shall maintain and from time to time submit to City such records, reports and information as City Manager (or his duly authorized representative) may reasonably require in order to permit City to meet the recordkeeping and reporting requirements required of them pursuant to 24 CFR 92.508.

5.15 Conflict of Interest. Developer shall comply with and be bound by the conflict of interest provisions set forth at 24 CFR 570.611.

5.16 Other HOME Program Requirements. Developer shall comply with all other applicable requirements of the HOME Program.

5.17 Conflicts Between Requirements of the HOME Program and the Redevelopment Law. If and to the extent applicable for any source of federal revenue expended to implement the Development and in the event of any conflict or inconsistency between applicable Federal Program Limitations and/or the Redevelopment Law, then the more stringent requirement(s) shall control.

5.18 Flood insurance. Under the Flood Disaster Protection Act of 1973, HOME Program funds may not be used with respect to the acquisition or Rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a) The community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and

(b) Flood insurance is obtained as a condition of approval of the commitment.

5.19 Energy Conservation Standards. As applicable to the Development, Developer shall cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

ARTICLE 6

COVENANTS

6.1. Affordability Period. The provisions of this Agreement shall apply to the Site, even if the City Loan is paid in full, until the date which is fifty-eight (58) years after recording of the Agency Participant CC&Rs and this Agreement. This Agreement shall bind any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, with or without the approval of City, except as expressly released by City. City has made the City Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.2. Covenants to Run With the Land. City and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Site. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless City expressly releases such conveyed portion of the Site from the requirements of the Agreement.

6.3. Transfers; General Prohibition of Transfer without City Consent. The qualifications and identity of Developer as the qualified Developer and as an experienced and successful developer and operator/manager of affordable housing are of particular concern to City. It is because of these identities and the qualifications of each of the partners that comprise the Developer entity that City has entered into the City Agreement and this Agreement with Developer. Accordingly, commencing upon the execution of this Agreement and continuing through and including the final payment on the City Loan Note or the end of the Affordability Period, whichever occurs later, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the City Agreement or this Agreement, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the Site, or any part thereof, or the City Agreement or this Agreement (collectively referred to herein as a "Transfer") without the prior written approval of City, except as expressly set forth herein, which approval shall not be unreasonably withheld or delayed.

(a) Permitted Transfers. Notwithstanding the provisions of this Agreement or any other Project Document prohibiting transfer of any interest in Developer, the Site, the Development, the City Agreement, this Agreement or any of the other Project Documents, City approval of a Transfer shall not be required in connection with any of the following:

(i) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the Improvements (as defined herein).

(ii) An assignment for financing purposes to secure the funds necessary for the acquisition of the Site and construction of the Improvements or the refinancing thereof, so long as such construction and/or permanent loan documents have been duly reviewed and approved by City and City has approved such financing or refinancing pursuant to this Agreement.

(iii) Leasing of individual Units to qualified tenants in accordance with Section 5.2.5 of the City Agreement and Section 2.2 of this Agreement.

(iv) The transfer of or all or any part of the Site or the Development, or assignment of any Project Document to an entity permitted under the City Agreement.

(v) The substitution of the general partner of Developer (the "General Partner") as directed by the limited partner of Developer that is the tax credit equity investor (the "Investor Limited Partner") in accordance with the terms of the Partnership Agreement, subject to the following terms and conditions. Such Investor Limited Partner may substitute an affiliate (the "Interim General Partner") on an interim basis for a period reasonably calculated to identify and admit into the partnership a new general partner as set forth below (the "Substitute General Partner"). The Interim General Partner is hereby approved by the City. The Substitute General Partner must be an entity reasonably acceptable to the City Manager, which approval shall not be unreasonably withheld or delayed.

(vi) The pledge by the General Partner of Developer to the Investor Limited Partner of the General Partner's interest in Developer, as security for the performance of all of the General Partner's obligations under the Partnership Agreement.

(vii) The pledge by the General Partner of Developer to Lender of the General Partner 's interest in Developer, as security for the performance of all of Developer's obligations under the Primary Loan (or any approved refinancing thereof).

(viii) The pledge by the Investor Limited Partner to Lender of the Investor Limited Partner's interest in Developer, as security for the performance of all of the Developer's obligations under the Primary Loan (or any approved refinancing thereof).

(ix) The sale, transfer or pledge of any limited partnership interest or non-managing member's interest in Developer or of any partnership or membership interest in the Limited Partner.

(xi) Any dilution of the General Partner's interest in Developer in accordance with the Partnership Agreement.

In the event of a Transfer by Developer not requiring City's prior approval, Developer nevertheless agrees that at least fifteen (15) days prior to such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee will and shall assume all of the obligations of this Agreement and the City Agreement in writing through an assignment and assumption agreement in a form reasonably acceptable to City. The form of each assignment and assumption agreement shall be submitted to City for review and approval by City's legal counsel not later than fifteen (15) days prior to the proposed date of the Transfer.

(b) City Consideration of Requested Transfer. City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of a Transfer made pursuant to this Section 6.3, *et seq.*, provided Developer delivers written notice to City requesting such approval and includes the proposed assignment and assumption contract and, if required by City, all necessary and relevant background and experience information related to the proposed transferee.

An assignment and assumption agreement in form satisfactory to City's legal counsel shall be required for each proposed Transfer. Within fifteen (15) days after the receipt of Developer's written notice requesting City approval of a Transfer pursuant to this Section 6.3, *et seq.*, City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to City such further information as may be reasonably requested. Upon the effective date of the approved or permitted Transfer, if an assignment and assumption agreement acceptable to City has been executed and delivered to City, the assignor Developer shall be released by City from any and all obligations assumed by the approved or permitted assignee.

(c) Payment of City Third Party Costs re Proposed Transfer. Any and all third party costs incurred by City in connection with consideration and approval (or disapproval) of a proposed transferee for any Transfer in excess of $500 per request (increased annually by CPI) shall be paid by Developer, and payment thereof shall be and remain a condition precedent to City's obligation to approve and execute any Transfer document, including without limitation any assignment and assumption agreement.

ARTICLE 7

[RESERVED]

ARTICLE 8

ENFORCEMENT AND REMEDIES

8.1. Remedies. In the event of default or breach of any of the terms or conditions of this Agreement by Developer, its heirs, executors, administrators or assigns, City may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance. The provisions of the City Agreement are hereby incorporated herein by this reference as if set forth in full.

8.2. Rights of City. City has the right to enforce all of the provisions of this Agreement. This Agreement does not in any way infringe on the right or duties of City to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings. In addition to the general rights of enforcement, City shall have the right, through City's agents and employees, to enter upon any part of the Site upon seventy-two (72) hours notice and during normal business hours for the purpose of enforcing the California Vehicle Code

and the ordinances and other regulations of City, and for maintenance and/or repair of any or all publicly owned utilities.

8.3. Nuisance. The result of every act or omission whereby there is a material violation by Developer of any of the covenants contained in the Agreement in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by City or Agency or its successors in interest, without derogation of City's rights under law. Developer does not by this Section 8.3 waive any procedural rights under applicable law (including, without limitation, the rights to notice, cure, and appeal, if any).

8.4. No Third Parties Benefited. Except as provided herein as to the Agency, this Agreement is made for the purpose of setting forth rights and obligations of Developer and City, and no other person shall have any rights hereunder or by reason hereof.

8.5. Right of Entry for Maintenance and Repair. City has the right of entry during normal business hours and upon and after reasonable attempts to contact Developer or Property Manager, to effect emergency repairs or maintenance which Developer has failed to perform. Subsequent to sixty (60) days written notice to Developer (or Property Manager) specifically outlining the noncompliance, City shall have the right of entry during normal business hours to enforce compliance with the Agreement which Developer or Property Manager has failed to perform.

8.6. Costs of Repair. The costs borne by City of any such repairs or maintenance emergency and/or non-emergency pursuant to Section 8.5 above, shall become a charge for which Developer shall be responsible; and may, if unpaid, be assessed as a lien against the Site.

8.6. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in the Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

ARTICLE 9

HOLD HARMLESS, INDEMNITY AND INSURANCE

9.1. Hold Harmless and Indemnity. Developer shall, at Developer's expense, defend, indemnify, assume all responsibility for, and save and hold City and the Agency, and their past and present elected officials, officers, employees, attorneys, contractors, elective and appointive boards and commissions, representatives, agents, and volunteers ("Indemnitees") harmless from any and all losses, damages, liabilities, claims, causes of action, judgments, settlements, court costs, demands, defense costs, reasonable attorneys' fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which they may suffer or incur and any liability of any kind or nature arising from or relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons directly or indirectly related to or in connection with the construction of the "Improvements" (as defined in the City Agreement), operation, management, or ownership of the Site, including accidental death (including reasonable attorneys fees and costs), whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall not be

obligated to indemnify the Indemnitees for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of any of the Indemnitees or the breach of any of the Project Documents by any of them. Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Developer shall compromise or settle such action in a way that fully protects the Indemnitees from any liability or obligation. In this regard, Developer's obligation and right to defend shall include the right to hire (subject to reasonable written approval by City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Developer or any other Indemnitees. If Developer defends any such action, as set forth above, (i) to the extent of Developer's indemnification obligations as set forth herein, Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) City shall be entitled to settle any such claim only with the written consent of Developer and any settlement without Developer's consent shall release Developer's obligations under this Section 9.1 with respect to such settled claim. The foregoing agreements by Developer shall remain in effect for the Affordability Period. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

9.2. Developer Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by Developer to City in this Article 9, Developer shall provide insurance according to the requirements set forth below, except to the extent alternative coverages are approved in writing by City's Risk Manager, in his or her sole and absolute discretion. Developer shall maintain the following coverages on behalf of the Indemnitees for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by Developer or anyone directly or indirectly employed or contracted with by Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall cause all requirements of this Section to be obtained and maintained until expiration of the Affordability Period.

(a) Commencement of Work. Developer shall not commence work under this Agreement until all certificates and endorsements have been received and approved by City. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance.

(b) Workers Compensation Insurance. For the duration of this Agreement, Developer and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against City and City's officers, agents, employees, and volunteers, and shall issue an endorsement to the policy evidencing the same.

(c) Insurance Amounts. Developer shall maintain the following insurance until expiration of the Affordability Period:

(i) workers' compensation insurance and (in addition to such insurance as is described below, additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(ii) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(iii) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(iv) public liability insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000 for "single occurrence;" and

(v) property damage insurance in amounts reasonably required by the City Manager from time to time, and in no event less than $2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (ii) and (iii) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as an additional insured and loss payee. City shall be an additional insured in the policies required under subparagraphs (iv) and (v). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars ($10,000.00) unless approved in writing by the City Manager. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide—Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

(d) Primary Insurance. For any claims related to this Agreement, Developer's insurance coverage shall be primary insurance as respects City, Agency and their officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, Agency and their officers, officials, employees, agents, or volunteers shall be in excess of the Developer's insurance and shall not contribute with it.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Developer. Developer agrees to the following provisions regarding all insurance provided by Developer for the Development:

(i) Developer agrees to provide insurance in accordance with the requirements set forth herein. If Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

(ii) The coverage required here will be renewed annually by Developer as long as Developer continues to provide any services under this or any other contract or agreement with City during the Affordability Period.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Developer, or Developer's employees, or agents, from waiving the right of subrogation prior to a loss. Developer waives its right of subrogation against City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of Developer under this Agreement. Developer is and shall at all times be considered an independent contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to City and its employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by Developer and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

(vii) Any "self-insured retention" must be declared and approved by City. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Developer has such a program, Developer must fully disclose such program to City.

(viii) Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Developer's insurance agent to this effect is

acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of the coverages.

(ix) Developer agrees to provide evidence of the insurance required herein, satisfactory to City Manager and the City's Risk Manager, consisting of: certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Developer's general liability policy presented to and reviewed and approved by the City's Risk Manager in his or her sole, reasonable discretion. Developer agrees, upon request by City Manager or City Risk Manager, to provide complete, certified copies of any policies required by this Section, within ten (10) days of such request. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard. Future insurance requirements will remain the same as long as the loss experience remains insignificant.

(x) Certificate(s) must reflect that the insurer will provide thirty (30) days notice to City of any cancellation of coverage. Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording which denies an obligation of the insurer to provide such notice or which states that failure of the insurer to mail written notice of cancellation imposes no liability, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance. An endorsement shall be provided for each policy wherein each carrier will give the City thirty (30) days written notice in the event of any material change, cancellation or termination of the respective policy.

(xi) Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by City with minimum liability limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. The Contractor's general liability insurance shall add as additional insureds City, Agency, and Housing Authority and their designee(s), and any and all of their boards, officials, employees and agents using form(s) presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiii) Developer agrees to provide prompt notice to City Manager and City's Risk Manager of any claim or loss against Developer that includes City as a defendant and of any claim or loss arising out of the construction of the Improvements in which the demand or probable ultimate cost exceeds $25,000. City assumes no obligation or liability by such notice, but

City shall have the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

(xiv) The insurance requirements set forth in this Section 9.2 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xv) The requirements in this Section 9.2 supersede all other Sections and provisions of this Agreement to the extent that any other Section or provision conflicts with or impairs the provisions of this Section.

(xvi) For purposes of insurance coverage only, this Agreement will be deemed to have been executed as of the Date of Agreement.

9.3. Knowledge of Claim. If at any time Developer (or its Contractor) becomes aware of a claim or a potential claim related to the Development in which the demand or probably ultimate cost exceeds $25,000, Developer (or its Contractor) shall promptly provide written notice ("Claim Notice") to City which sets forth the nature of the claim or potential claim and the date on which Developer became aware of such claim or potential claim and shall provide City with copies of any documents relating to such claim or potential claim.

9.4. Notice of Change in Coverage. If, at any time, Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated or non-renewed, then Developer (or its Contractor) shall promptly provide City with written notice ("Insurance Notice") of such cancellation, limitation, termination or non-renewal. Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when City has knowledge of (i) the cancellation, limitation, termination or non-renewal of one or more of Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies in accordance with Section 9.3 above, then, in addition to its other rights and remedies pursuant to this Agreement, City shall have the right to suspend City's obligations under this Agreement until such time as Developer (or its Contractor) furnishes, or causes to be furnished to City, duplicate originals or appropriate certificates of insurance for coverages in the amount of not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of City, whichever first occurs.

9.5. Waiver of Subrogation. Developer (and its Contractor) hereby waive all rights to recover against City and Agency (or any officer, employee, agent or representative thereof) for any loss incurred by Developer (or its Contractor) from any cause insured against or required by any Development Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer and its Contractor shall use their best efforts to obtain only policies that permit the foregoing waiver of subrogation.

9.6. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below and to the rights of the Lender, any replacement primary Lender, and Seller, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Developer, Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin

reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Development improvements to substantially the same condition as the Development improvements existed immediately prior to the casualty, if and to the extent the insurance proceeds are available and sufficient to cover the actual cost of repair, replacement, or restoration, and Developer shall complete the same as soon as possible thereafter so that the Development improvements can be occupied in accordance with this Agreement. Subject to force majeure delays as set forth in the City Agreement, in no event shall the repair, replacement, or restoration period exceed two (2) years from the date Developer obtains insurance proceeds unless City Manager, in his reasonable discretion, approves a longer period of time. City shall cooperate with Developer, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Developer may elect not to repair, replace, or restore the Development Improvements by giving notice to City (in which event Developer will be entitled to all insurance proceeds but Developer shall be required to remove all debris from the applicable portion of the Site) or Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City and the other governmental agency or agencies with jurisdiction.

9.7. Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which Developer is not required to (and has not) insured against, or if insurance proceeds are insufficient to rebuild, and subject to the rights of an approved senior lender or any approved replacement primary lender then Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing City with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, Developer shall concurrently repay the full outstanding balance of the City Loan to City and this Agreement shall be automatically terminated. As used in this Section 9.7, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is ten percent (10%) or more of the replacement cost of the improvements comprising the Improvements. In the event Developer does not timely elect to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 9.7, Developer shall be conclusively deemed to have waived its right to repair, replace, or restore the Improvements.

9.8. Non Liability of City. Developer acknowledges and agrees that:

(a) The relationship between Developer and City is and shall remain solely that of borrower and lender, and by this Agreement or any of the other Development Documents, City neither undertakes nor assumes any responsibility to review, inspect, supervise, approve (other than for aesthetics) or inform Developer of any matter in connection with the Development, including matters relating to: (i) the Scope of Development, (ii) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them, or (iii) the progress of the Rehabilitation of the Development and its conformity with the Scope of Development; and Developer shall rely entirely on its own judgment with respect to such matters and acknowledges that any review, inspection, supervision, approval or information supplied to Developer by City in connection with such matters is solely for the protection of City and that neither Developer nor any third party is entitled to rely on it;

(b) Notwithstanding any other provision of any Project Document: (a) City is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind of Developer and City does not intend to ever assume any such status; (b) City's activities in connection with the Site shall not be "outside the scope of the activities of a lender of money" within the meaning of California Civil Code Section 3434, as modified or recodified from time to time, and City does not intend to ever assume any responsibility to any person for the quality or safety of the Site; and (c) City shall not be deemed responsible for or a participant in any acts, omissions or decisions of Developer;

(c) City shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, the Site, whether arising from: (a) any defect in any building, grading, landscaping or other on-site or off-site improvement; (b) any act or omission of Developer or any of Developer's agents, employees, independent contractors, licensees, invitees or volunteers; or (c) any accident on the Site or any fire or other casualty or hazard thereon; and

(d) By accepting or approving anything required to be performed or given to City under the Project Documents, including any certificate, financial statement, survey, appraisal or insurance policy, City shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by City to anyone.

Nothing in this Article 9 shall be construed as limiting in any way the extent to which Developer may be held responsible for payments of damages to persons or property resulting from Developer's performance of the work covered under the City Agreement, the Agency Agreement or this Agreement.

9.9. Reimbursement of City for Enforcement of Project Documents. Developer shall reimburse City within thirty (30) days upon written demand itemizing all costs reasonably incurred by City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Development Documents including the following: (a) City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Development Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which City is indemnified under the Development Documents and defense of any action if City has tendered the defense of such action to Developer and Developer fails to defend any such action. Such reimbursement obligations shall bear interest from the date occurring 10 days after City gives written demand to Developer at the same rate as is provided in the City Note (or if different interest rates are specified therein, the highest non-default interest rate), and shall be secured by the City Deed of Trust. Such reimbursement obligations shall survive the cancellation of the City Note, release and reconveyance of the City Deed of Trust, issuance of a Certificate of Completion for the Improvements, and termination of this Agreement.

ARTICLE 10

ASSIGNMENT OF AGREEMENT

This Agreement shall be binding upon Developer, its executors, administrators and assigns and all persons claiming under or through Developer. Wherever this Agreement employs the term "Developer," it shall be deemed to include Developer, its executors, administrators and assigns and all persons claiming under or through Developer. Except for Permitted Transfers, Developer shall not voluntarily assign any of its rights or obligations under this Agreement without the prior written consent of City and any purported assignment made without said consent shall be null and void for all purposes.

ARTICLE 11

RECORDATION

Developer agrees that this Agreement and any amendment or cancellation hereof shall be recorded in the official records of Riverside County by Developer within ten (10) days after the effective date of this Agreement and within ten (10) days after any amendment or cancellation hereof. Developer agrees to provide City with two copies of the recorded Agreement (or any amendment) within five (5) days of the recording date.

ARTICLE 12

NOTICE

Written notice, demands and communications between City and Developer shall be deemed sufficient if dispatched by personal delivery, overnight delivery by a reputable courier service, registered or certified mail, postage prepaid, return receipt requested to the principal offices of City and Developer, the addresses of which are hereinafter set forth. Such written notices, demands and communications may be sent in the manner prescribed to each other's addresses as either party may, from time to time, designate by mail, or the same may be delivered in person to representatives of either party upon such premises. Said addresses are as follows:

If to Developer: MV Hemlock Limited Partnership
Attention: James Jernigan
5051 Canyon Crest Drive, Suite 104
Riverside, California 92507

with copy to: Goldfarb & Lipman, LLP
Attention: Robert C. Mills
1300 Clay Street, 11th Floor
Oakland, California 94612

If to City: City of Moreno Valley
14177 Frederick Street
P. O. Box 8805
Moreno Valley, California 92552-0805
Attn: City Manager

With copies to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6422
Attn: Mark J. Huebsch

Notices herein shall be deemed given as of the date of personal service or three (3) consecutive calendar days after deposit of the same in the custody of the United States Postal Service.

ARTICLE 13

WAIVER

Failure by a party to insist upon the strict performance of any of the provisions of the Agreement by the other party or the failure by the party to exercise its rights under or upon a default by the other party herein shall not constitute a waiver of such party's right to demand strict compliance from such other party in the future.

ARTICLE 14

SUBORDINATION

In connection with City's review of Developer's financing pursuant to the provisions of this Agreement and the City Agreement and in the event City (through and by this delegation to the City Manager) finds that an economically feasible method of financing for the construction and operation of the Development, without the subordination of the affordable housing covenants as may be set forth in this Agreement, is not reasonably available, City Manager shall have the authority to enter into a subordination agreement which makes the affordable housing covenants set forth in this Agreement junior and subordinate to the deeds of trust and other documents required in connection with the Primary Loan and other construction and permanent financing for the Development approved pursuant to this Agreement. Developer shall make best efforts to ensure that any subordination agreement(s) required hereunder contain written commitments which City Manager finds are reasonably designed to protect City's investment in the Development in the event of default, including: (a) a right of City to assume such financing including any senior mortgage or deed of trust upon the same terms applicable to Developer pursuant to the loan documents, and (b) right of City to cure a default on such senior loan prior to foreclosure, (c) a right of City to negotiate with the lender after notice of default from the lender and prior to foreclosure, (d) an agreement that if prior to foreclosure of the senior loan, City takes possession of the Property and cures the default on the senior loan, the lender will not exercise any right it may have to accelerate the senior loan by reason of the transfer of title to City, and (e) a right of City to acquire the Site from Developer at any time after a material default on the senior loan. City will reasonably consider a reaffirmation of the original subordination to the Primary Loan upon modification, refinancing, or new financing; provided, however, the reaffirmation shall be evidenced by an agreement in a form reasonably

acceptable to City and City's legal counsel. If and to the extent any reaffirmation, new or amended subordination, any estoppel certificates, or similar documents are requested and/or necessary, Developer expressly acknowledges and agrees that any and all third party cost incurred or to be incurred by City in excess of $500 per request (increased annually by CPI), including for example attorney fees or other consultant's costs, are and shall be the sole financial responsibility of Developer (or its Lender or other third party, but in no event City). City has no obligation to commence work on such additional work relating to subordination or reaffirmation of subordination without a deposit of the estimated third party costs which City may draw upon to pay such third party costs. Pursuant to the applicable subordination agreement, any party and its successors and assigns, receiving title to the Site through a trustee's sale, judicial foreclosure sale, or deed in lieu of foreclosure of such senior deed of trust or mortgage, including a deed of trust or mortgage which is given in connection with such refinancing, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Agreement.

ARTICLE 15

SEVERABILITY

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

ARTICLE 16

CAPTION AND PRONOUNS

The captions and headings of the various Articles and Sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

ARTICLE 17

ATTORNEYS' FEES

In any action to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees and expert witness fees.

ARTICLE 18

MODIFICATION OF AGREEMENT

This Agreement may be modified or amended by mutual consent of the parties, provided that all amendments are in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Regulatory Agreement to be executed as of the day and year first above written.

Developer:

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____

By: James M. Jernigan,
Its: President

[Signatures continue on following page.]

[Signatures continue from previous page.]

CITY:

CITY OF MORENO VALLEY,
a California municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

EXHIBIT "A" TO ATTACHMENT NO. 11

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

ATTACHMENT NO. 2

CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE

_____, a duly authorized officer of and on behalf of **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Owner/Operator"), hereby represents and warrants that:

1. He/she has read and is thoroughly familiar with the provisions of the **Affordable Housing Agreement (HOME)** ("Agreement") by and between the **City of Moreno Valley** ("City") and **Owner/Operator** of which this certification is an attachment. Capitalized terms not defined herein shall have the respective meanings established therefor in the Agreement.

2. As of the date of this certification, each Home Unit on the Site (i) is currently occupied by tenants qualifying as 50% AMI Very Low Income Households at an Affordable Rent (as such terms are defined in the Agreement); or (ii) is currently vacant and being held available for occupancy by such tenants in accordance with the Agreement and have been so held continuously since the date the previous qualifying tenant vacated such Housing Unit, as indicated: [**describe number of vacant Housing Units and length of time each such Housing Unit has remained vacant**]; or (iii) is occupied by qualifying tenants whose incomes have increased above such qualifications in accordance with the terms and conditions of Section ____ of the HOME Covenants.

3. The unit size, the rental amount charged and collected by Owner/Operator, the number of occupants and the income of the occupants for the HOME Units is set forth below: [**Add attachment if needed]**

This affidavit is made with the knowledge that it will be relied upon by City to determine compliance with the Agreement. Owner/Operator warrants that all information set forth in this document is true, correct and complete and based upon information Owner/Operator deems reliable and based upon such investigation as Owner/Operator deemed necessary.

Owner/Operator acknowledges that Owner/Operator has been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of the City Agreement and may entitle City to initiate and pursue all applicable legal and equitable remedies with respect such City Agreement.

[CONTINUED ON NEXT PAGE]

Owner/Operator does hereby swear under penalty of perjury that the foregoing statements are true and correct and that this certificate was executed on _____, 20__ at Moreno Valley, California.

"OWNER/OPERATOR"

MV HEMLOCK LIMITED PARTNERSHIP,
a California limited partnership

By: Rancho Belago Developers, Inc.,
a California corporation, its
administrative general partner

_____
By: James M. Jernigan,
Its: President

ATTACHMENT NO. 3

PARTICIPANT CERTIFICATE TO CITY

_____, 201_ (the "Date of Certificate")

City of Moreno Valley
Attention: City Manager
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement (HOME) by and between the City of Moreno Valley (the "City") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of June 21, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the City, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, the Affordability Restriction Notice, the HOME Agreement, the City Deed of Trust and additional instruments, if any, required by the Agreement to be recorded have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and City has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 4% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to City a lender's ALTA policy of insurance for the City Deed of Trust (for the amount of the City HOME Amount) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. The HOME Agreement has been executed and remains in full force and effect.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agency Agreement and the HOME Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event hall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the City from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remakes to City each and every representation and/or warranty made to City under the Agreement.

Participant executes this Participant Certificate to City for the benefit and protection of the City with full knowledge that the City is relying on this Participant Certificate to City in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate to City as of the date first written above.

PARTICIPANT

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 4

REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Moreno Valley 14177 Frederick Street P.O. Box 88005 Moreno Valley, California 92552-0805 Attention: City Manager	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY Exempt from recording fees pursuant to Government Code § 6103.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 201___, in Book _____, Page _____, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: City Manager.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
City Manager

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ATTACHMENT NO. 5

CITY NOTE

PROMISSORY NOTE

$1,200,000 _____, 2011
Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV HEMLOCK LIMITED PARTNERSHIP,** a California limited partnership ("Maker" or "Participant"), having its principal place of business at 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, promises to pay to the order of the **CITY OF MORENO VALLEY**, a municipal corporation ("Payee" or "City"), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of One Million Two Hundred Thousand Dollars ($1,200,000), together with interest on the unpaid principal amount of this Promissory Note ("Note" or "City Note") from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the "Interest Rate") in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the City. This Note is being delivered pursuant to the Affordable Housing Agreement (HOME) dated as of June 21, 2011, between Maker and Payee (the "City Agreement"). The loan evidenced by this Note shall be governed by such provisions of the City including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the City Agreement except as otherwise expressly set forth herein.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2013 and continuing until July 1, 2066 (the "Maturity Date") unless sooner satisfied. This Promissory Note shall be payable from the City Allocable Percentage (namely, eight percent [8%]) of Residual Receipts; payments shall be in *pari passu* with payments of forty-two percent (42%) of Residual Receipts to the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic (the "Agency"). Payments to the City may, at the option of Payee, be accelerated and shall be due and payable hereunder in the event of the occurrence of any default under the City Agreement, that certain agreement entitled "Affordable Housing Agreement" by and between the Agency and the Participant, dated as of June 21, 2011 (the "Agency Agreement"), the City Deed of Trust (as defined below), the Agency Note, the Agency Deed of Trust, the City Covenants, the HOME Covenants or the Agency Participant CC&Rs.

Except in the event of a transfer of Participant's interest in the Site (or the Improvements) contrary to the provisions of the City Agreement or the Agency Agreement, the Maker's payments to City hereunder shall not be deemed in default hereunder so long as Maker makes payments to the City of the City Allocable Percentage of Residual Receipts, if any, for the corresponding Operating Year, where such payment is required.

Excepting for (i) defaults, (ii) events resulting in acceleration under this City Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this City Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this City Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

Notwithstanding any provision of this City Note to contrary effect, the Maker shall make payment in full to the City of the outstanding balance under this City Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the City Agreement, the Agency Agreement, the City Deed of Trust (as defined below), the HOME Covenants, the City Covenants, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "City Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the City Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this City Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the City. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Agreement and the City Agreement relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Development to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Developer Fee (and interest thereon as prescribed above).

6. Subordination to Multifamily Note. The Participant and the Payee each makes the following representations and warranties:

> "The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note in the original principal amount of approximately $9,500,000 payable to the lender of the Primary Construction Loan, and subsequently, to indebtedness evidenced by a Multifamily Note in the original principal amount of approximately $4,012,475 payable to the lender of the Primary Permanent Loan (collectively, hereinafter the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of _____, 201__, between the Payee, the Participant and the Senior Lender (the "Subordination Agreement"). The mortgage or deed of trust securing this Promissory Note is

and shall be subject and subordinate in all respects to the Assignment of Rents, Security Agreement and Fixture Filing securing the rights and remedies of the Senior Lender and each subsequent holder of this Promissory Note under the mortgage or deed of trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement."

In the event of the refinancing of the senior loan for an amount not in excess of the outstanding principal balance of the existing senior loan and reasonable and customary closing costs, the City will execute an instrument or instruments evidencing the subordination of the indebtedness evidenced by this Promissory Note to such new senior loan.

7. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the City Agreement constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supersede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time if of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this City Note or the City Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this City Note, the City Deed of Trust or the obligations secured thereby. A waiver of any term of this City Note, the City Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this City Note and the terms of any other document related to the loan evidenced by this City Note, the terms of this City Note shall prevail.

8. Non-recourse. This City Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

ATTACHMENT NO. 6

CITY DEED OF TRUST

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of _____, 2011, between MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the CITY OF MORENO VALLEY, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of $1,200,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each and every obligation, covenant, promise or agreement of Trustor that certain Affordable Housing Agreement (HOME)(the "City Agreement") between the Beneficiary and the Trustor, which is on file with the Beneficiary as a public record and is incorporated herein by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto,

or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. A default under one or more of those instruments set forth in Exhibit B hereto or referenced above shall constitute a default hereunder.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the City Agreement.

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Notary Seal)
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages ___ Document Date_____

_____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e, certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

EXHIBIT "B"

RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of _____, 201_, executed by MV Hemlock Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the City of Moreno Valley, a municipal corporation, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT**. A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:

   (a) A default under that certain Affordable Housing Agreement (HOME) ("City Agreement" or the "City Agreement") dated as of June 21, 2011, between Trustor and Beneficiary or any default under any City Note or City Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or

   (b) A default under the Agency Note or the Agency Deed of Trust (as those are defined under that certain Affordable Housing Agreement between the Community Redevelopment Agency of the City of Moreno Valley ("Agency") and Trustor hereunder, dated as of June 21, 2011 (the "Agency Agreement"); or

   (c) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agency Agreement).

   (c) A default under the "Tax Credit Regulatory Agreement" (as defined in the Agency Agreement;

   (d) A default under the "HOME Covenants" (as defined in the City Agreement); or

   (e) A default under the City Covenants (as entered into pursuant to the AHA).

2. **NON-IMPAIRMENT**. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

3. **DUE ON SALE OR ENCUMBRANCE**. In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the

execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Agreement and the City Agreement relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Development to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. **PRIORITY OF DEED OF TRUST**. This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender and a deed of trust, if any, in favor of the City.

5. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE**. Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to

_____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DEED OF TRUST
with power of sale

First American Title
TRUSTEE

ATTACHMENT NO. 7

MEMORANDUM OF AGREEMENT

Requested By and When Recorded Return To: **City of Moreno Valley** 14177 Frederick Street Moreno Valley, California 92552-0805 Attention: City Manager	))))))))
	This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS **MEMORANDUM OF AGREEMENT** ("Memorandum"), dated as of _____, 2011, is entered into by and between the CITY OF MORENO VALLEY, a municipal corporation ("City") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement (HOME). City and Participant have executed an Affordable Housing Agreement (HOME) (the "City Agreement") dated as of June 21, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The City Agreement is on file as a public record with the City at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the City Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the City Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the City Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the City Agreement, the terms, conditions, provisions and covenants of the City Agreement shall prevail.

PARTICIPANT:

MV HEMLOCK LIMITED PARTNERSHIP
a California limited partnership

By: Rancho Belago Developers Inc.,
a California corporation, its
administrative general partner

By: _____
James M. Jernigan, President

CITY:

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
City Manager

ATTEST:

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

And

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

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ORDINANCE NO. 825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The First Amendment to the Aquabella Development Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the public hearing regarding the First Amendment on June 14, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed First Amendment is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: The First Amendment does not remove any responsibilities of the developer identified in the Development Agreement, nor does it change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

2. **The proposed First Amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

   FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

3. **The proposed First Amendment will not be detrimental to the public health, safety or general welfare.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

4. **The proposed First Amendment is in conformity with public convenience, general welfare and good land use practice.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not

cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the First Amendment to the Aquabella Development Agreement attached hereto as Exhibit A, and does hereby authorize the Mayor to sign the First Amendment on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 28th day of June, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

ORDINANCE NO. 826

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS

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

SECTION 1. FINDINGS:

1.1 All prior enactments of the City, which are in conflict with the Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2 FINDINGS:

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on June14, 2011, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan – The proposed amendment is consistent with the General Plan and its goals, objectives, policies and programs.

   FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment provides an update to the existing code to ensure compliance with the new National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit which was effective January 29, 2010, with compliance by July 29, 2011. The updates include sections pertaining to residential development, grading, parking pedestrian and loading requirements, design guidelines and the landscape requirements.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Intent of Zoning Regulations – The proposed amendment is consistent with the purposes and intent of Title 9 of the Municipal Code.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

3.2 Section 9.03.040 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.03.040 Residential site development standards.

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

Slope Class	Allowable Density (DU/Acre)	Amount of Open Space Required
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Under 40,000 s.f.	R2 district standards

Lot Size	Standards
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

B. Hillside Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-5.

Slope Class	Allowable Density (DU/Acre)	Minimum Amount of Open Space Required
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community & Economic Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The

ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	**Standards**
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	**Standards**
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.

Slope Class	Standards
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

Figure 9.03.040-1
Residential Lot Information

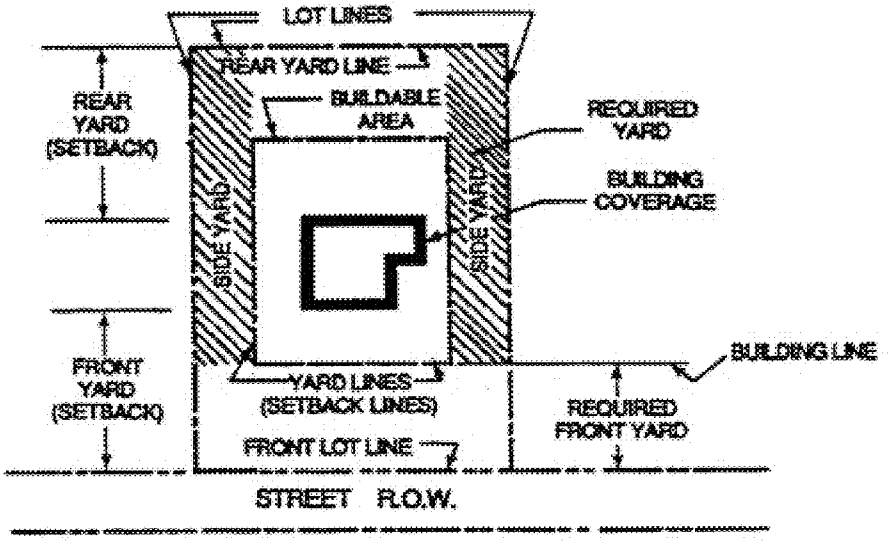

Figure 9.03.040-2
Residential Yard Descriptions

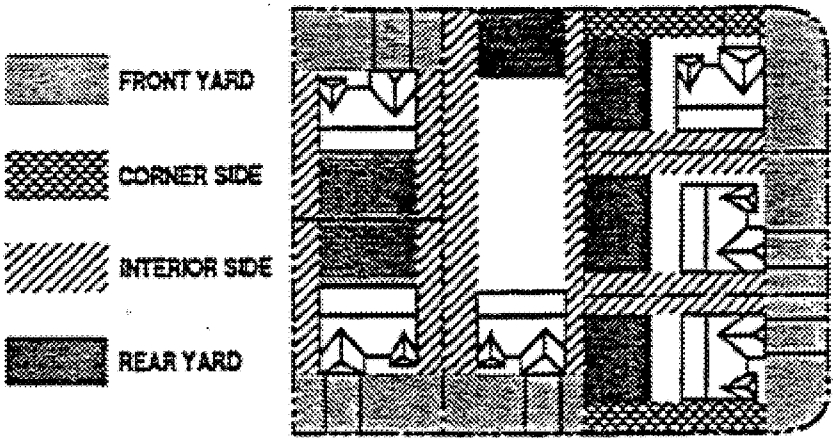

Table 9.03.040-6

Residential Site Development Standards

Single-Family Standards

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%

Requirement	R1	R2	RA2	R3	R5	RS10
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

* The term "DUs" means dwelling units.

** The term "K" means thousands.

*** See Section 9.08.030 regarding accessory structures and room additions.

Notes to Residential Site Development Standards Table 9.03.040.6.

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

Table 9.03.040-7

Residential Site Development Standards

Multifamily Standards

Requirement	R10	R15	R20	R30
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet Interior side yard Street side yard	 10 20	 10 20	 10 20	 10 feet plus 2 feet for every 5 feet in height over 30 feet 20
Requirement	**R10**	**R15**	**R20**	**R30**
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

* The term "DUs" means dwelling units.

Note to Residential Site Development Standards Table 9.03.040-7.

1. Minimum dwelling sizes in multiple-family projects shall be as follows:

a. One bedroom: four hundred fifty (450) square feet;

b. Two bedroom: eight hundred (800) square feet;

c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

b. Automatic garage door openers;

c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce run off.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.

10. Individual units should have a porch or porch-like space at the front door.

11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.

12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.

13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.

14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.

15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.

16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

a. Intimate, shaded outdoor seating areas;

b. A network of pathways, providing interesting walking experiences;

c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;

d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;

e. Security;

f. Direct ambulance access (senior housing projects);

g. Parking close to units;

h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.72, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)"

3.3 Section 9.08.080 Grading of Chapter 9 of the City of Moreno Valley Municipal Code is herby amended to read as follows:

"9.08.080 Grading.

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to

the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope to landscape areas or pervious surfaces unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in

accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003: Ord. 359 (part), 1992)"

3.4 Section 9.11 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"9.11.010 Purpose and intent.

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;

B. Ensure the maneuverability of emergency and service vehicles;

C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;

D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and

E. Implement general plan circulation and energy conservation policies; and

F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters."

"9.11.040 Off-street parking requirements.

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

Table 9.11.040A-12

Off-Street Parking Requirements

Use	Requirement	Covered Parking	Notes
Residential Uses			

Use	Requirement	Covered Parking	Notes
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	 1.25/unit 1.5/unit 2.0/unit 2.5/unit	 1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

Table 9.11.040B-12
Off-Street Parking Requirements

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	

Commercial Uses	Requirement	Notes
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

Table 9.11.040C-12

Off-Street Parking Requirements

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

Table 9.11.040D-12

Off-Street Parking Requirements

Use	Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal

requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

Number of Automobile Spaces Provided	**Number of Accessible Spaces Provided**
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot

loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)"

"9.11.060 Off-street bicycle parking requirements.

A. Type of Facilities.

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000: Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)"

"9.11.070 Adjustments to off-street parking requirements.

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the Community & Economic Development Director, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading

spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)"

"9.11.080 Design standards.

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation

system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback). (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

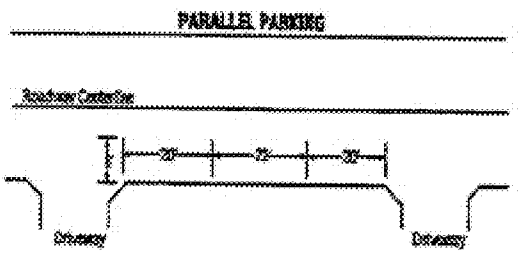

Figure 9.11.080-4

Dimensions of Parallel Parking Spaces

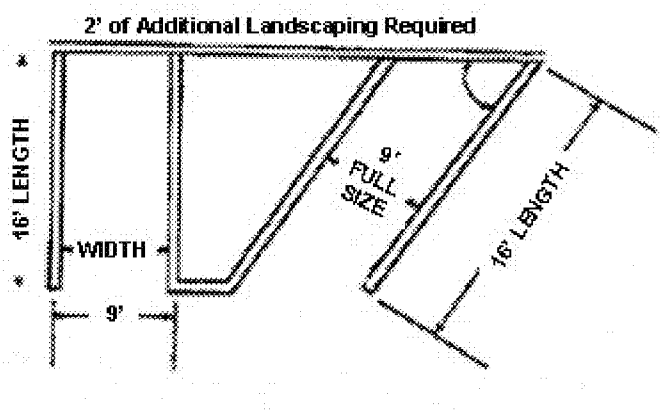

Figure 9.11.080-5

Nonparallel Parking Spaces

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve (12) inches) or as otherwise specified by the Building Official.

b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.

d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.

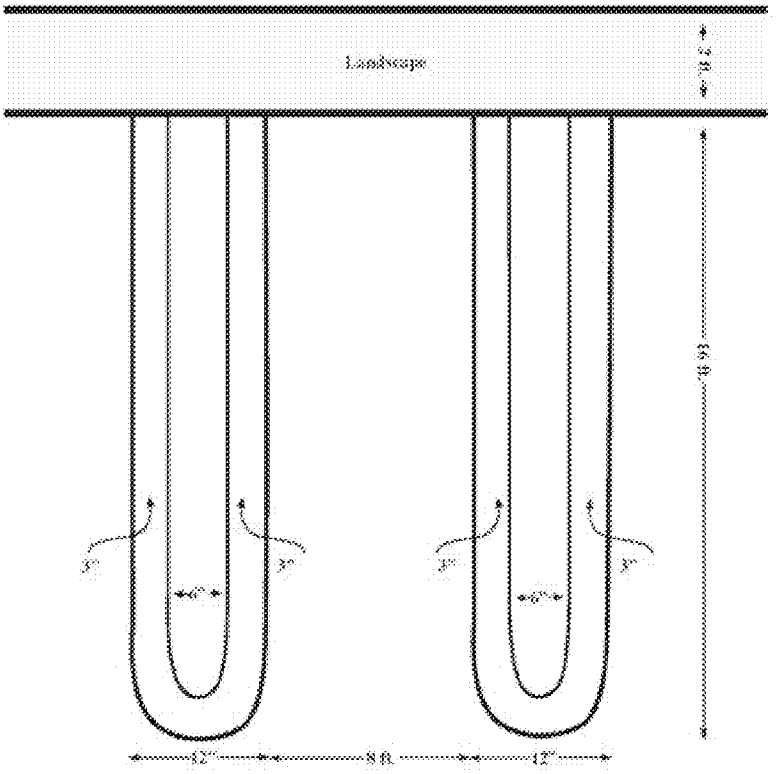

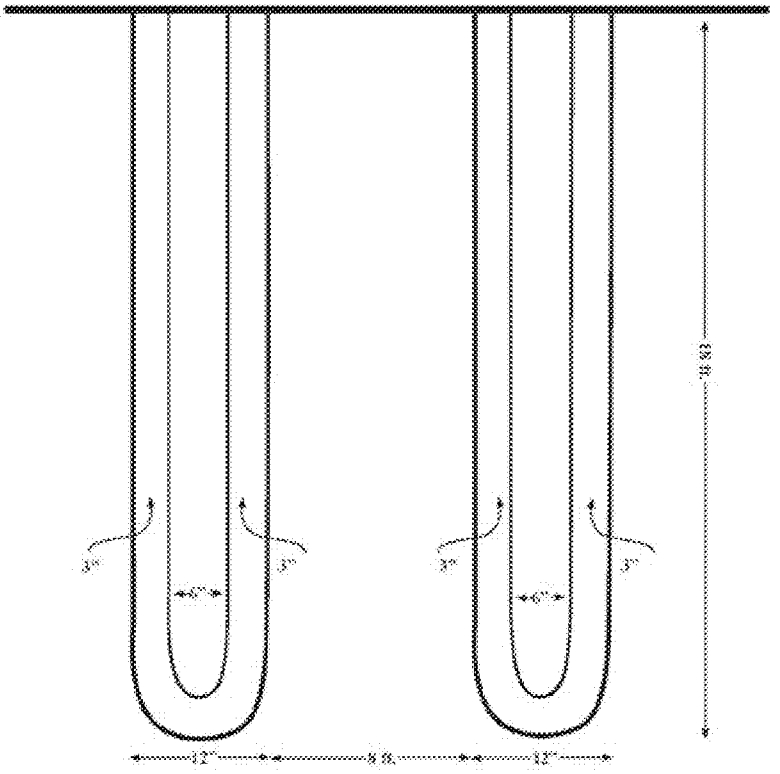

Figure 9.11.080-6A **Figure 9.11.080-6B**

<u>Parking Space Striping Requirements</u>

* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall pre-empt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at

the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of

this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking spaces in order to reach the building's main entrance.

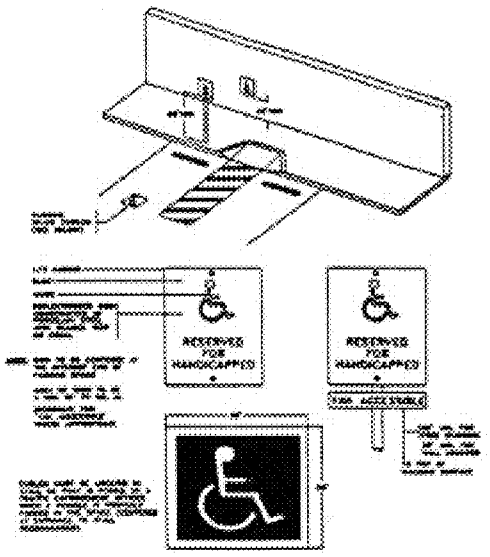

Figure 9.11.080-7

Accessible Parking Stall Requirement

* Ramps shall include a curb-cut type design

* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

Table 9.11.080-13
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius[1]	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing[2]	
From side property line	10 feet
From street corner	25 feet
Angle[3]	75°

[1] On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.
[2] Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.
[3] Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

Table 9.11.080-14

Street Classification	Distance from a Driveway to an Intersection	Spacing Between Adjacent Driveways
Expressway 134′ ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134′ ROW/120′ ROW		One driveway per parcel
Divided Arterial	Limited Access* **	Minimum 250 feet
110′ ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100′/88′/78′ ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66′ ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

* Access may be limited to the minimum movements necessary to safely expedite traffic.
** Access may be restricted by medians.
***For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002;

Ord. 557 § 2.6, 2000: Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992)"

"9.11.100 Circulation—Pedestrian.

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of pervious paving surfaces is recommended where feasible.

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)"

3.6 Title 9.16 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

"9.16.010 Introduction and scope of guidelines.

A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City's policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city's design standards to new development and to remodels, upgrading design citywide and implementing the general plan's policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When

combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.110 Objectives, generally.

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakening an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off;

7. Working in concert with the city's landscape requirements.

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);

5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.120 General guidelines.

A. General guidelines apply to all uses and projects citywide.

1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.

2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.

3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.

4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.

5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.

6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.

7. Natural drainage courses should be retained in their natural state.

8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.

9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.

10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.

11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)

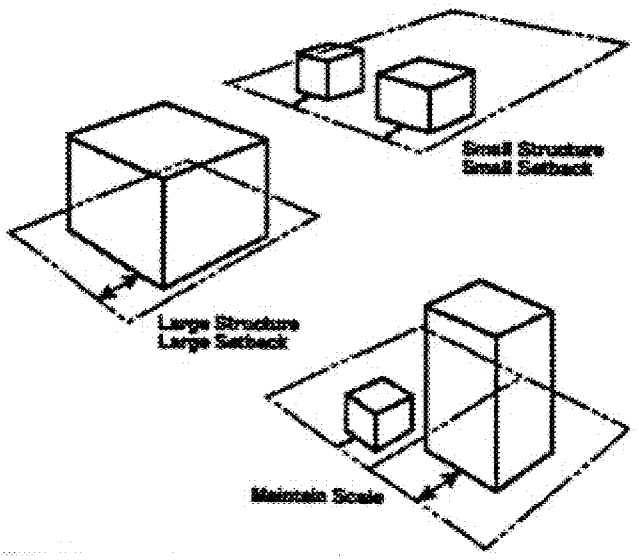

Setbacks in Scale with Building Bulk

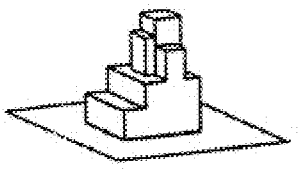

Taller Buildings Stepping Back from Street

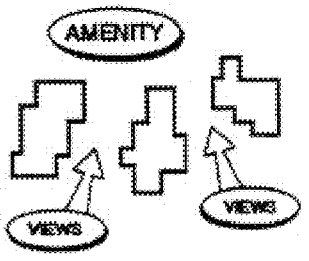

Preserve New Corridors

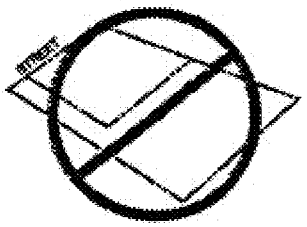

Discourage Flag Lots

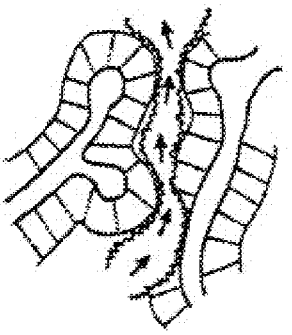

Drainage Course Retained in Natural State

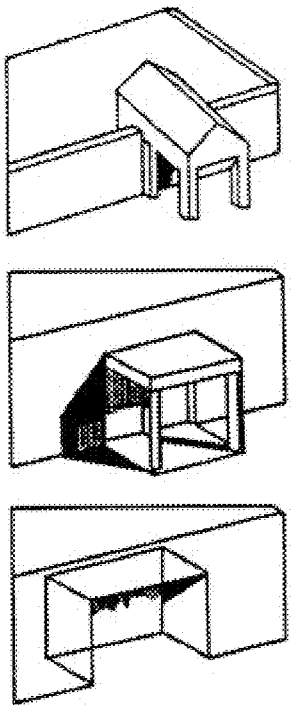

Articulated Building Entries

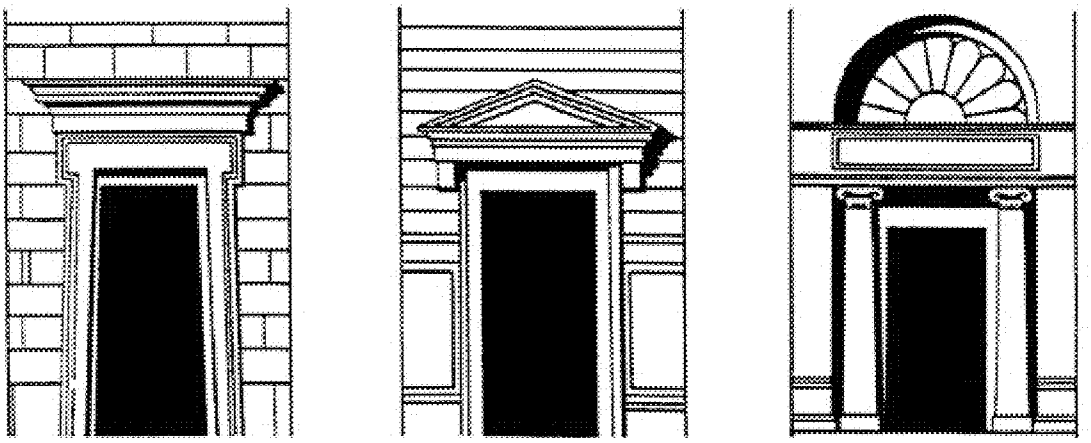

Detailed Design Elements for Building Entries"

"9.16.130 Single-family residential.

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

Designation	**Maximum Density**
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre"

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

a. Provide projecting and/or recessed entries and windows.

b. Include projecting or recessed balconies.

c. Front porch with a minimum depth of five feet.

d. Dormer windows.

e. Minimum eighteen (18") inch roof overhangs with detailed rafter tails.

f. Offset building planes a minimum of two feet.

g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks. Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. Pervious surfaces are required for such areas within required setbacks.

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Pervious surfaces are recommended where feasible.

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints

Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
5-9	1	2
10-24	2	3
25-49	3	3
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)"

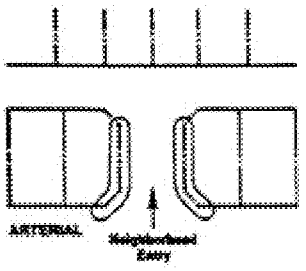

Landscape Treatment Areas at Neigborhood Entries

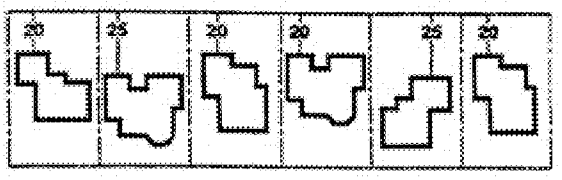

Vary Setbacks by at Least Five Feet

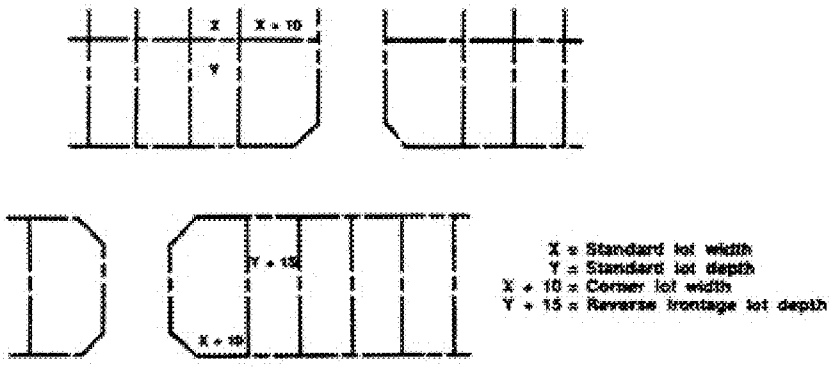

Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots

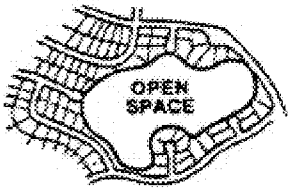

Use Curvilinear Elements and Orient Roads to Open Space and

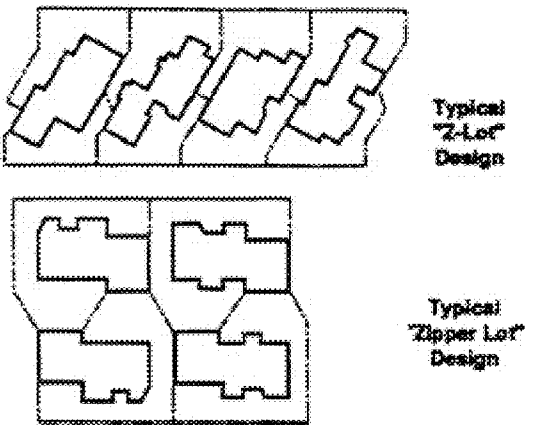

Innovative Subdivision Design

Views

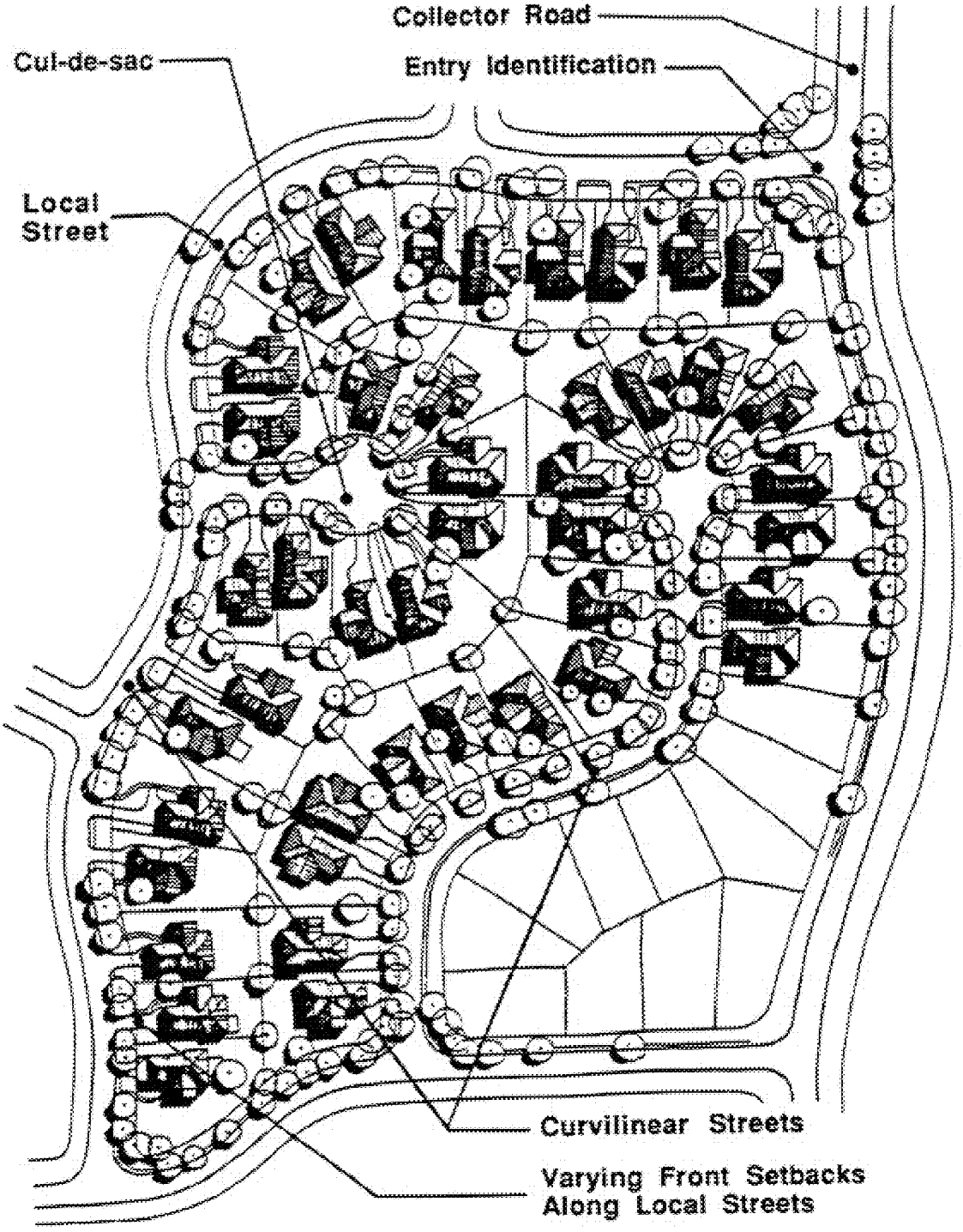
Collector Road
Cul-de-sac
Entry Identification
Local Street
Curvilinear Streets
Varying Front Setbacks Along Local Streets

"9.16.140 Multi-Family Residential.

Section, 9.16.140 shall be removed from Section 9.16 the City of Moreno Valley Municipal Code."

"9.16.150 Commercial (retail, office, mixed use).

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a "turn-of-the-century" architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.

5. Architectural elements shall be an integral part of the facade design, avoiding the "pasted-on" look.

6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.

7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.

8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.

9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.

10. Continuous building mass should be divided into smaller units, providing both variety and scale.

11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.

12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.

13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.

14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.

15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.

16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial "crossover."

17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.

18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The “strip” commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

29. Architectural design of new projects shall be mindful of the surrounding district’s urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)

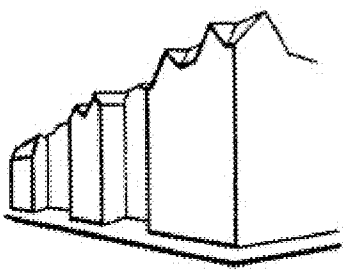

Continuous Mass Divided to Provide Scale

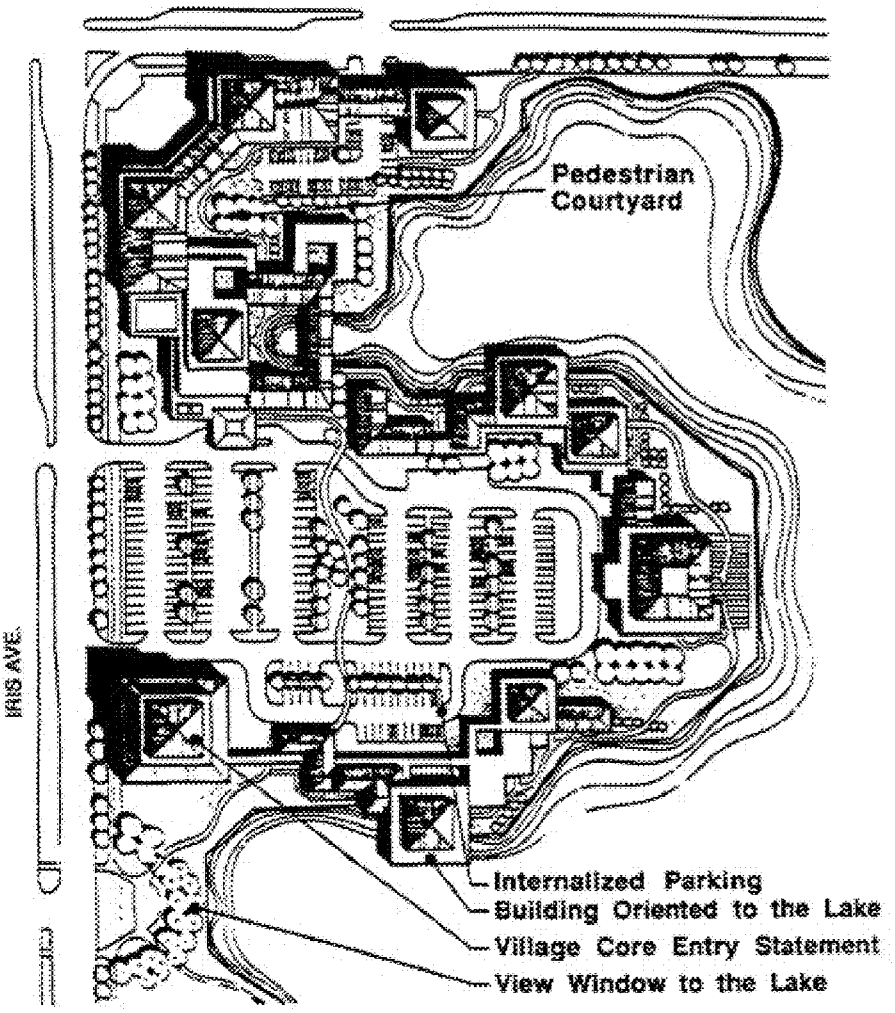

Commercial Center with Separated Pedestrian and Auto Circulation"

"9.16.160 Business park/industrial.

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an “up-scale” image for the community.

2. Clean, contemporary architectural expressions are encouraged.

3. All sides of all buildings shall have architectural treatment.

4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.

5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.

6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.

7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.

8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project’s architecture.

9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.

10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.

11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.

12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.

13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.

14. Courtyards for resting, gathering and eating by employees shall be provided. Pervious surfaces are recommended where feasible. (Ord. 359 (Attach. 2 (part)), 1992)

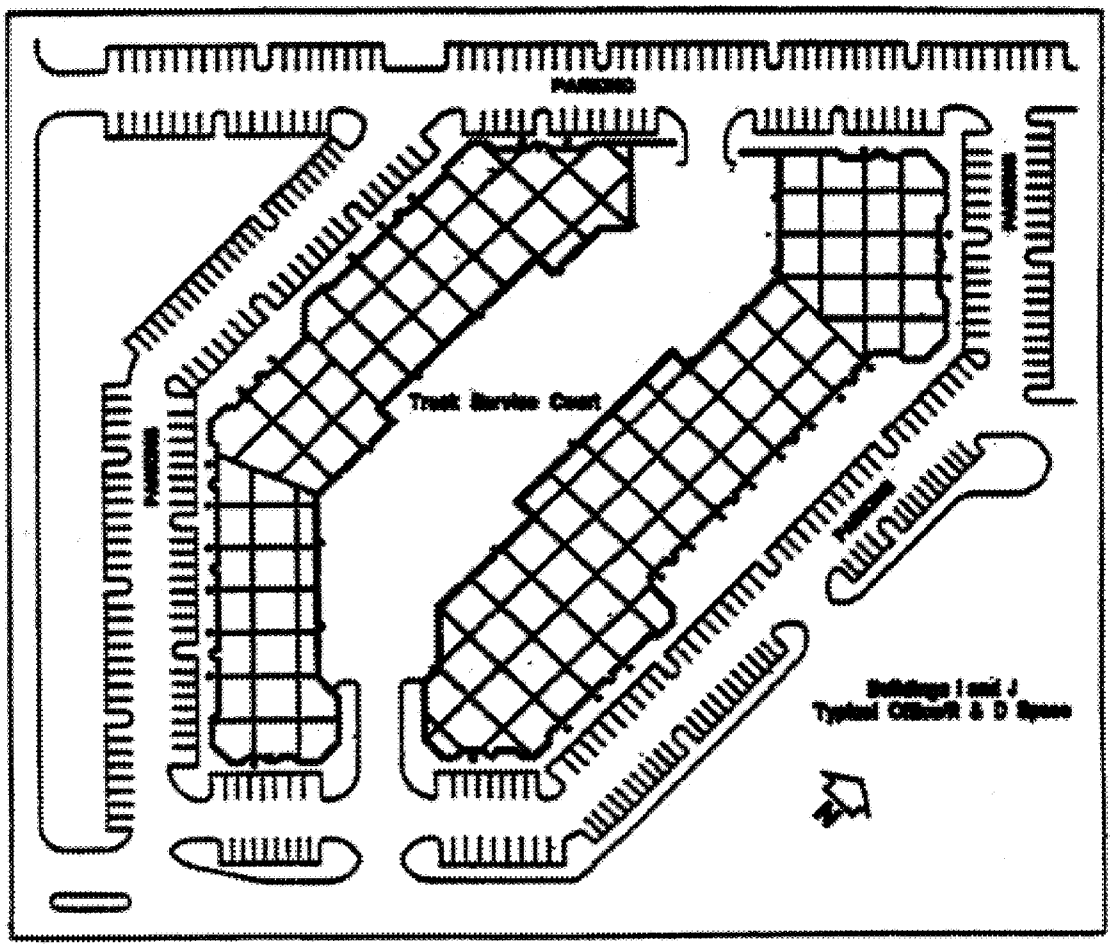

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"9.16.190 Natural open space standards.

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:

a. Undeveloped natural areas, that which has been left in its natural state;

b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.

2. The following shall guide the location of undeveloped natural areas:

a. Contiguous areas along drainage channels;

b. Ten (10) foot minimum widths adjacent to roadway improvements;

c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;

d. Areas contiguous with other natural areas of adjacent properties;

e. Areas containing rock outcroppings;

f. Areas containing soils with high permeability;

g. Significant stands or clusters of native vegetation;

h. Known or discovered archeological or paleontological sites.

3. The following shall guide the location of restored natural areas:

a. In required setbacks;

b. Adjacent to common recreation facilities;

c. Along roadway improvements or over utility easements;

d. Fuel modification zones, as required by the fire department.

4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

Table 9.16.190A

Natural Area Open Space Requirements

Average Percent Slope	Minimum Percent of Site to Remain as Natural Area Open Space
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.

b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.

c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.

d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the Community & Economic Development Director or designee.

e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.

f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by the city council. A landscaping program for restored natural areas shall be approved by the Community & Economic Development Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.200 Landscaping.

A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.

B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the Community & Economic Development Director.

C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.

D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.

E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.

F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003: Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.210 Grading.

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. "Landforming" shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community & Economic Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope's capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.

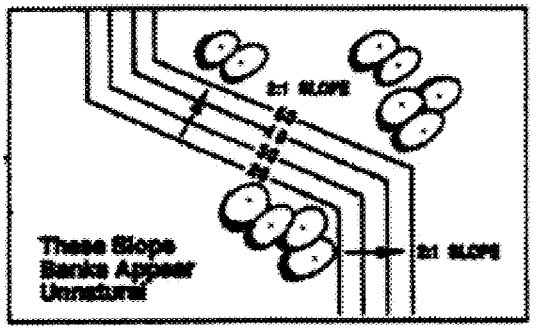

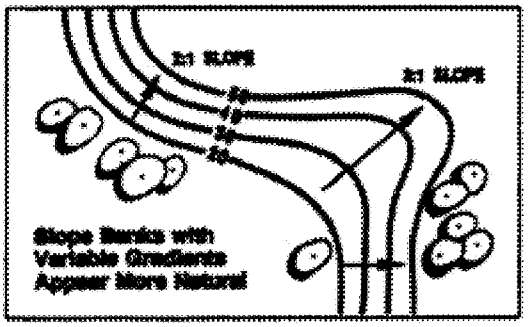

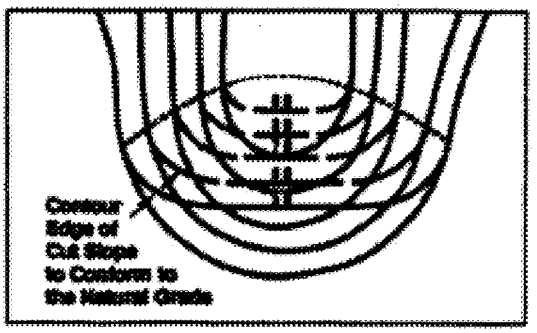

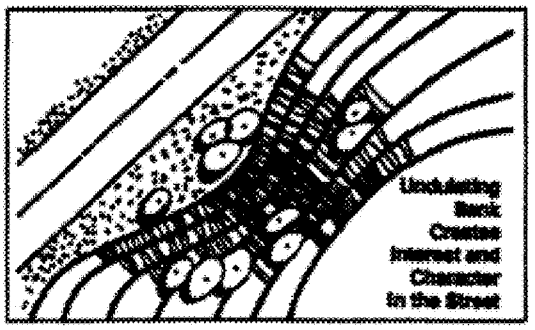

J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.220 Roadways and circulation.

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)"

"9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Pervious surfaces are recommended where feasible.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch

should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)"

3.7 Section 9.17 Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

"9.17.030 Landscape and irrigation design standards.

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside's Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project's water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.

The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council www.cal-ipc.org). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.

2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.

3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.

4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.

5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.

6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.

7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.

2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.

3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.

4. All landscape plans shall indicate mature tree canopy diameters.

5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.

6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.

7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved "smart" automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and/or soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip, bubbler-type and rotor sprays or stream roter sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the Community & Economic Development Director.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)"

"9.17.050 Parking and drive-through landscape areas.

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)"

"9.17.070 Single-family residential development.

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved "smart irrigation" controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)"

"9.17.080 Multifamily residential development.

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)"

"9.17.090 Commercial, industrial, public and quasi-public development.

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of pervious surface areas that reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)"

"9.17.110 Erosion control/slope planting.

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.

4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)"

"9.17.130 Water quality landscape designs.

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community & Economic Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)"

"9.17. 150 Water Efficiency Requirements.

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions."

SECTION 4 EFFECT OF ENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 5 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

July 12, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Teleconference: Phoenix Park Hotel, LLC
520 North Capitol Street, N.W.
Federal City Room
Washington, D.C. 20001

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00110516

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter presentation to Officer Kevin Dixon

2. Proclamation Recognizing Soroptimist International of Moreno Valley

3. Spotlight Business

AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
JULY 12, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Diane Gardner

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a

separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 22 - July 5, 2011.

A.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.5 APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue;

2. Authorize the City Manager to execute a contract with Transtech;

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties; and

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

A.6 P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129. DEVELOPER - WESTERN PACIFIC HOUSING, INC. IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Approve Tract Map No. 35760; and

2. Authorize the City Clerk to sign the map and transmit said map to the

County Recorder's Office for recordation.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129) (Report of Public Works Department)

Recommendation:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system;

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc.;

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

A.8 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY RIVERSIDE SUPERIOR COURT CASE RIC 524877 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500);

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for Los Angeles Engineering, Inc. v. City of Moreno Valley Riverside Superior Court Case RIC 524877; and

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

A.9 TRACT MAP 32707 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER:

REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION, TEMECULA, CA 92590 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-72 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system; and

   Resolution No. 2011-72

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 32707 and Accepting the Portion of Lasselle Street Associated with the Project Into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.11 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM C.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

A.12 FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division;

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC; and

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

A.13 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.5) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of

the improvements as complete.

A.14 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.15 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

(ALSO LISTED AS AGENDA ITEM C.6) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.16 RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988 (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

Resolution No. 2011-73

A Resolution Of The City Council Of The City Of Moreno Valley, California, Rescinding Resolution No. 2005-30, And Re-Designate And Authorize Certain City Officials To Execute Applications And Documents For Purposes Of Obtaining Financial Assistance Under Section 404 Of Public

Law 93-288, As Amended By The Robert T. Stafford Disaster Relief And Emergency Act Of 1988

A.17 FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis;

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS; and

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

A.18 AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC; and

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties.

A.19 FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional

Consultant Services budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA; and

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

A.20 RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD) (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

Resolution No. 2011-74

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Convenience Require the Sale of a Remainder Parcel Excess to Public Use

A.21 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:
Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-75

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.22 APPROVE THREE-YEAR AGREEMENT WITH CANON BUSINESS SOLUTIONS TO EXTEND THE CURRENT COPIER CONTRACT (Report of: Financial & Administrative Services Department)

Recommendation:

Approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

A.23 STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES (Report of: City Manager's Office)

Recommendation:
Approve the proposed staff assignments in support of Council Member participation with regional agencies.

A.24 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.25 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL

CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.26 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD, DEVELOPER: CITY OF MORENO VALLEY, CALIFORNIA, MORENO VALLEY, CA 92552 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

A.27 PA07-0090 – EUCALYPTUS STREET IMPROVEMENTS - REDUCE

FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING EUCALYPTUS STREET INTO THE CITY'S MAINTAINED STREET SYSTEM. DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Public Works Department)

A.28 PA07-0090 – EUCALYPTUS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM. DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Public Works Department)

A.29 PA07-0090 – EUCALYPTUS RECYCLED WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM. DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Public Works Department)

A.30 PA07-0090 – EUCALYPTUS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM. DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Public Works Department)

A.31 PA07-0090 – LINE F STORM DRAIN IMPROVEMENTS – REQUEST TO RATIFY THE PARTIAL REDUCTION TO THE IMPROVEMENT SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE LINE F STORM DRAIN IMPROVEMENTS INTO THE CITY'S MAINTAINED STREET SYSTEM (TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Public Works Department)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM A.11) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

C.5 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.13) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.6 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (ALSO LISTED AS AGENDA ITEM A.15) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts

the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

C.7 AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS - PROJECT NO. 08-89791725 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement on behalf of the Community Redevelopment Agency; and

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Continued from March 22, 2011 and May 24, 2011) (Report of: Community & Economic Development Department)

Recommendation:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
That the City Council, after conducting the individual Public Hearings and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

Recommendation: That the CSD:
That the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

E.3 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

ADOPT City Council Resolution No 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution;

Resolution No. 2011-76

Resolution No. 2011-76, A Resolution of the City Council of the City of Moreno Valley, California, Denying a Change of Zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an Approximate 55 acre site, Located within Assessor's Parcel Numbers 488-330-003 through -006 and -026

2. OR

If the City Council elects to overturn the Planning Commission decision, and approve the project:

ADOPT City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

Resolution No. 2011-77

A Resolution of the City Council of the City of Moreno Valley, California, Certifying the Final Environmental Impact Report (P08-133), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the West Ridge Commerce Center Project, Generally Located on the South Side of State Route 60, on the North Side of Fir Avenue/Future Ecualyptus Avenue and Approximately 650 Feet West of Redlands Boulevard

3. INTRODUCE Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change

the Zone From Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

4. INTRODUCE Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

5. ADOPT City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

Resolution No. 2011-78

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA08-0097 for Development of a 937,260 Square Foot Warehouse Distribution Facility on 55 Acres Located Within Assessor's Parcel Numbers 488-330-003 Through -006 and -026

6. ADOPT City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A

Resolution No. 2011-79

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Tentative Parcel Map 36207 (PA09-0022) to Combine the Existing Five Parcels Located Within the Project Site into a Single 55 Acre Parcel

E.4 A PUBLIC HEARING FOR CONSIDERATION OF THE REVISION OF TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT, SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, APPLICATIONS FOR LIGHTING, SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR GENERAL ON-SITE, STREET AND ATHLETIC

FIELD/PARK LIGHTING CITYWIDE. THE APPLICANT IS THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no action is required. Should the City Council choose to adopt the new standards, the following actions are required:

   RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. INTRODUCE Ordinance No. 831 approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

   Ordinance No. 831

   An Ordinance of the City Council of the City of Moreno Valley, California Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV Applications for Hillside Development Section 9.16.235 "Hillside Design Guidelines", Article VI Applications for Lighting and Section 9.16.280, "General Requirements" and Chapter 9.15, Section 9.15.030 "Definitions" Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPROVAL OF CONCESSIONAIRE AGREEMENT WITH PACIFICA

UNIVERSITY, INC., FOR THE COTTONWOOD GOLF CENTER (Report of: Parks and Community Services)

Recommendation: That the City Council:
Acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, approve a long-term Concessionaire Agreement between the Moreno Valley Community Services District and Pacifica University, Inc., to maintain and operate the City's Cottonwood Golf Center and adjacent banquet facility.

G.3 "BEST PLACE TO DO BUSINESS" ACTION STEPS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Approve the Action Steps formulated to help establish a foundation for making Moreno Valley a “Best Place to do Business”.

G.4 APPOINTMENT OF CITY COUNCIL AD HOC SUBCOMMITTEE FOR THE PURPOSE OF REESTABLISHING JULY 4TH EVENTS FOR 2012 (Report of: City Manager's Office)

Recommendation: That the City Council:
Appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,

COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	Fire Station No. 65 Replacement Site
APN:	APN 297-170-077
Owner:	Group V San Bernardino
City's/Buyer's Negotiator:	Chris Vogt
Under Negotiation:	Price and terms of payment

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

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MV00110545

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
JUNE 28, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of Morning Optimist Club of Moreno Valley

2. Volunteers of the Year 2010 - Steven Morel, Jarrett Wegelin, Trent Terrell, Jarred Endres, Kyle Dagenhart, and Tim Barnes

3. Spotlight Business

MINUTES
REGULAR MEETING OF CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES
SPECIAL MEETING OF MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

JUNE 28, 2011 - 6:30 PM

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:36 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Deacon Richard Heames, St. Patrick's Roman Catholic Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem (left at 9:45 p.m.)
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Barry Foster	Community & Economic Development Director
Chris Vogt	Public Works Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 8-21, 2011.

A.4 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2011/2012 RATE ADJUSTMENT (Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Accept the improvements into the City's maintained road system.

A.6 APPROVAL OF CHECK REGISTER FOR APRIL, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

Resolution No. 2011-63

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of April, 2011

A.7 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

Recommendation:

Approve Resolution No. 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

Resolution No. 2011-64

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $91,557 Allocation

A.8 ORDINANCE NO. 827 - AN ORDINANCE AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011, BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendation:

Adopt Ordinance No. 827 - An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

A.9 SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - MELAD & ASSOCIATES (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.10 THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - WILLDAN (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders

through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.11 APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANAGER TO ISSUE ANNUAL PURCHASE ORDERS (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

A.12 PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:
Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

A.13 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF

THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

Recommendation:

1. Review and approve project recommendations for Cycle 3 of the federal Safe Routes to School (SRTS) grant program; and

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

Resolution No. 2011-71

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program

A.14 PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.; and

Resolution No. 2011-67

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Project Number PA07-0090 and Accepting the Redlands Drainage Improvements Associated with the Project into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

Resolution No. 2011-68

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Eucalyptus Electrical Improvements as Complete Within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.16 PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THE THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained street system the Theodore Street public improvements within project PA07-0090 upon acceptance by the City Engineer as complete; and

Resolution No. 2011-69

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Number PA07-0090 and Accepting the Portion of Theodore Street Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.17 PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.19 PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.20 PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

ADJOURNED THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

CALL TO ORDER

CALL TO ORDER - The Special meeting of the Moreno Valley Public Facilities Financing Corporation was called to order at 6:50 p.m. by President Stewart in the Council Chamber located at 14177 Frederick St.

ROLL CALL

Board of Directors:

Richard A. Stewart	President
Jesse L. Molina	Vice-President
William H. Batey II	Board Member
Marcelo Co	Board Member
Robin N. Hastings	Board Member

PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA

President Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

G. REPORTS

G.1 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD; DEVELOPER: CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

Motion to pull the item from the agenda by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

ADJOURNED THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AT 6:53 P.M.

RECONVENED JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (opposes).

Recommendation: That the CSD:

1. After conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Jeffrey Giba and Deanna Reeder.

Recommendation: That the CSD:

1. After conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

E.3 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health

and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

E.4 A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT A AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI. (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

Resolution No. 2011-66

Resolution of the City Council of the City of Moreno Valley Denying PA09-0027, A Conditional Use Permit to Allow Alcohol Sales (Beer and Wine) at the Existing Convenience Store Located at 21748 Cottonwood Avenue APN # 263-160-037

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Bob Walker (opposes), Maricela Lopez (opposes), and Justin Kim (representing applicant).

RECESS
RECONVENED

Motion to Approve as amended to allow alcohol sale during the hours between 8:00 a.m. and 8:30 p.m. by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that a nice reception for Mr. Holland, Deputy Secretary of the Air Force for Facilities, was held at Supervisor Marion Ashley's home; Mr. Holland was given a tour of March Joint Powers area and the base; a formal meeting with wing commander and military personnel, Joint Powers members and civil engineers will be held to discuss several issues, including the potential for the developer to actually relocate BX and the commissary to inside the base at the developer's expense and use that area for expansion of medical facilities.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to make following appointments for terms expiring June 30, 2014:

The Arts Commission: Lorna Kendrick, Lauretta Phillips and Nina Heirs;
The Environmental & Historical Preservation Board: Gerald Michael Budlong and Gregory A. Hagans;
The Library Commission: Beverly A. Crockett, Kristina Dixon and Cathy Merkt;
The Parks & Recreation Commission: Bill Alvarez and George Brummer;
The Recreational Trails Board: Margie Breitkreuz and Gilbert Brooks;
The Senior Citizens' Board: Delorise Anderson, Donna Annetta and Thelma Dunn;
The Traffic Safety Commission: Lawrence Baird, Mary C. Cole and Arthur W. Higgs.

Motion to approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership; and

Resolution No. 2011-70

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley with MV Hemlock Limited Partnership, a California Limited Partnership and Approving and Authorizing Execution of an Affordable Housing Agreement (Home) Between the City and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership; and

Recommendation: That the RDA:
Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

Resolution No. RDA 2011-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Agency Member Robin N. Hastings, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 825 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2 (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of:

Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.2 .2 ORDINANCE NO. 826 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Marie Hyta
1. Spending priorities; building a new fire station on Morrison; Station 58; salary of city administrator

Deanna Reeder
1. Redevelopment fund for the Aquabella project
2. Conduct during council meetings

Alicia Espinoza
1. DUI check points

Kenny Bell
1. Meetings of Home Owners Associations
2. Citizens' input/contributions

Librada Murillo
1. in Spanish

Jeffrey Giba
1. Increase of theft from recycle bins; thanked police officers for great job

Sue Gilchrist
1. Residents' contribution/input
2. Retirement benefits
3. Rancho Belago signs

Louise Palomarez
1. Red light camera on Day Street
2. Commended the Council for awarding alcohol business license and for supporting businesses
3. Rancho Belago signs

Victoria Baca
1. Fourth of July celebration
2. Cultural events in the City
3. Wished everyone a safe and happy 4th of July

Joe Bautista
1. Budget - reorganization in the City Clerk's Office

Pete Bleckert
1. Gate at Hemlock Street

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Congratulated Council Member Hastings for being installed as the new Chair of the Western Riverside Council of Governments

Council Member Co
1. Inquires about the incident with the tow truck company and a lost car
2. Attended WRCOG General Assembly reception with Condoleezza Rice as a speaker; was very impressed with the speaker, who talked about real things in life, is very humble and direct when talking to people

Council Member Hastings
1. Thanked Mr. Bell for his kind comments and for attending the Moreno Valley Crime Prevention meeting; thanked Chief Anderson for attending the meeting to address concerns about the crime, and what can be done about it; it was a very productive and well-attended meeting; appreciates the opportunity to meet with residents
2. Will be participating in the July 12 City Council meeting via teleconference; will attend a WRCOG meeting in Washington, DC, for the AB 811 program; more information about the program can be found on WRCOG Web site; anticipates that applications will be available at the end of this month
3. Appreciates the support for the 4th of July program; Thanked City Manager Garcia for the seed money; encouraged residents to volunteer
3. Addressed speaker's comments opposing shooting rangers – stated that this is a valuable program - payment of fees will allow the center to stay open; emphasized that residents' comments are not ignored and they are appreciated

Mayor Stewart
1. Responded to speaker's comment regarding Redevelopment Agency's support for the Burlington Coat Factory; said that the City is assisting new and existing businesses, as businesses generate sales tax revenue; the Economic Development Plan was developed to improve infrastructure and to retain existing

businesses
2. Fourth of July celebration with fireworks is expensive; the City is going to work very hard to have the celebration the next year
3. Regarding concerts - last concert he attended a few weeks ago was a patriotic concert at the Conference and Recreation Center, and it was a standing room only; it is provided for free four times a year; other cultural events are also held in the City
4. The Council received only three applications for three openings on the Arts Commission - encouraged residents to apply, get involved and help out
5. Addressed comments regarding clapping during council meetings - we don't allow outburst of support or opposition, as it is intimidating to speakers

Adjourned to Closed Session at 9:41 p.m.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

None

RECONVENED Regular City Council Meeting at 10:02 p.m.

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract 19862:	"Yes" - 3;	"No" - 6;	Invalid - 7	-failed
Tract 19912:	"Yes" - 7;	"No" - 24;	Invalid - 0	-failed
Tract 20941:	"Yes" - 10;	"No" - 14;	Invalid - 0	-failed
Tract 21737:	"Yes" - 0;	"No" - 3;	Invalid - 1	-failed
Tract 23371:	"Yes" – 3;	"No" - 7;	Invalid - 0	-failed
Tract 31591:	"Yes" – 1;	"No" - 6;	Invalid - 0	-failed

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract No. E-1:	"Yes" - 440;	"No" - 542;	Invalid – 6;	-failed
Tract No. E-2:	"Yes" - 139;	"No" - 257;	Invalid – 11;	-failed
Tract No. E-3A:	"Yes" - 34;	"No" - 66;	Invalid – 2;	-failed
Tract No. E-4:	"Yes" - 212;	"No" - 393;	Invalid – 14;	-failed

2. Verify and accept the results of the mail ballot proceedings as

identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

Motion to Adjourn by m/Council Member William H. Batey II, s/Council Member Marcelo Co. Approved by a unanimous vote.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:10 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees
enl

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: July 12, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of June 22 – July 5, 2011.

Reports on Reimbursable Activities June 22 – July 5, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	6/22/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	6/23/11	Leadership Moreno Valley
Jesse L. Molina		None
Richard A. Stewart	6/23/11	Leadership Moreno Valley

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00110571

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On July 13, 2010, the City Council awarded a construction contract to Riverside Construction Company, Inc. and authorized the issuance of a purchase order in the amount of $4,124,375.14. The work consisted of the construction of Storm Drain Line H along Ironwood Avenue from the Ironwood Avenue/Heacock Street intersection to the Davis Street/Ironwood Avenue intersection, then southerly in Davis Street to the Indian Detention Basin. The work also included construction of street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive, completion of missing portions of Storm Drain Line H-1A from the Davis Street/Ironwood Avenue intersection to the Indian Detention Basin and in Ironwood Avenue between Indian Street and Hubbard Street, and minor clearing for SCE poles on the north side of Ironwood Avenue between Heacock Street and Perris Boulevard. On July 13, 2010, the City Council also approved the Reimbursement Agreement for the Eastern Municipal Water District improvements which appropriated sufficient funds from EMWD for relocation of four conflicting water lines.

The City issued a Notice to Proceed to Riverside Construction to start the work on October 4, 2010. The length of the contract is one hundred seventy (170) working days, which has been adjusted by Contract Change Order due to weather and other approved work. Riverside Construction anticipates completing the project by mid July 2011.

On April 26, 2011, the City Council approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC&WCD) which set forth the City's responsibilities and the District's responsibilities for post-construction maintenance of the facilities.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company by mid July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $3,850,000 which is not expected to exceed the approved purchase order amount of $4,124,375.14. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after

the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in delaying payment to the Contractor, thereby delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). The project is also partially

funded with 2005 Lease Revenue Bonds (Account No. 501.82625), Development Impact Fee (DIF) program funds (Account No. 416.78727), and the EMWD water line facilities were reimbursed by EMWD through a revenue set-aside in fund 414 (Account Nos. 414.80423 and 414.80424). The funds utilized for this project were designated for the Indian Basin and Ironwood Avenue capital improvements only. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91726)	$3,153,000
Fiscal Year 2010/2011 (Account No. 501.82625)	$933,000
Fiscal Year 2010/2011 (Account No. 416.78727)	$962,000
Fiscal Year 2010/2011 (Account No. 414.80423)	$185,000
Fiscal Year 2010/2011 (Account No. 414.80424)	$109,000
Total Budgeted Funds	$5,342,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$3,850,000
Design Support Costs during Construction	$109,000
Construction Geotechnical Services	$95,000
Construction Survey Services	$55,000
Project Administration and City Inspection*	$190,000
Total Project Construction Costs	$4,299,000

*Public Works staff provided project administration and primary inspection services.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff anticipates Riverside Construction Company will complete construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive improvements by mid July 2011. Staff requests the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are

completed, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, authorize the release of retention money to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Margery A. Lazarus, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Marge - 09-89791726 - Indian Basin\CC Reports\071211 Notice of Completion for Indian Basin (Rev 2).doc

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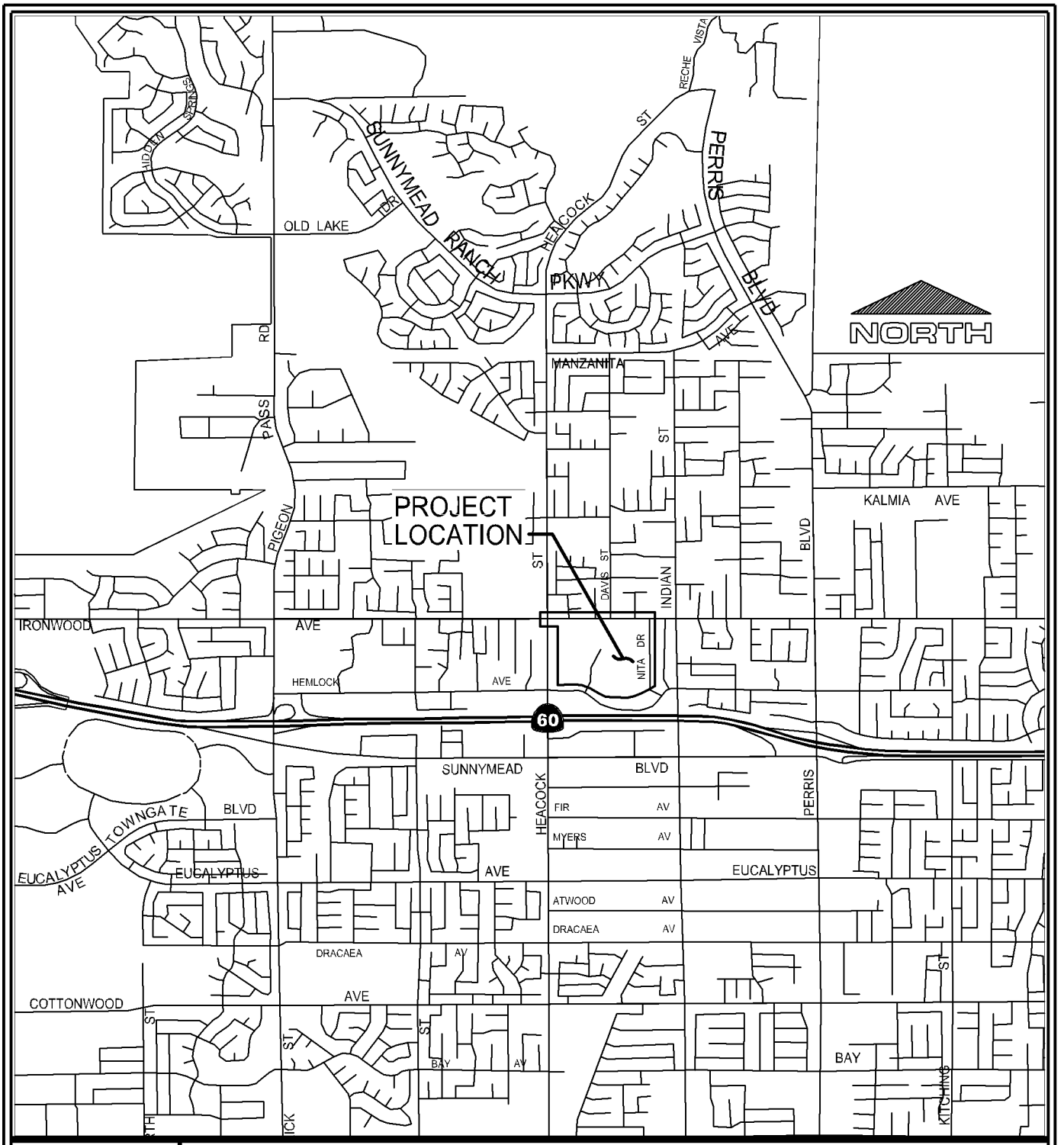

LOCATION MAP

Public WorksDepartment Capital Projects Division	INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS AND IRONWOOD AVE FROM HEACOCK STREET TO NITA DRIVE (SOUTH SIDE) PROJECT NUMBER 09-89791726
Scale: None	
ATTACHMENT "A"	

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MV00110579

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 20111

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue.

2. Authorize the City Manager to execute a contract with Transtech in the form attached hereto.

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties.

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

BACKGROUND

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to fast-track the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On May 24, 2011, City Council authorized the City Engineer / Public Works Director to execute the Program Supplement Agreement with the California Department of Transportation (Caltrans) for the Cactus Avenue Improvements project. This agreement established the policies and procedures for Caltrans reimbursement of $1 million funding for the State-Local Partnership Program (SLPP) grant program.

On June 14, 2011, City Council approved the FY 11/12 budget pending funding for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

DISCUSSION

The project consists of street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). Because these street segments are considered very strategic to the City's Economic Development Plan, the City is taking a proactive approach in assisting with the completion of the plans, specifications, and estimate (PS&E). The City will coordinate the bidding and construction of the project once HFP provides the City with full biddable plans. In general, the proposed improvements are intended to include curb, gutter, street pavement reconstruction and widening, street lights, sidewalk, water, sewer, reclaimed water and master planned storm drain improvements, traffic signal work, a bridge along Nason Street over flood control channel Line F and construction of a portion of flood control channel Line F.

On May 25, 2011, staff solicited proposals from professional consultants. Approximately 200 consultants in the Public Works Department database were notified of the availability of the City's request for proposal. Eight (8) proposals were received in response to the City's Request for Proposals. The scope of work for the project includes project management, constructability review of PS&E, construction management, and construction inspection for the project. Subsequently, the project management tasks of the overall project is being proposed to be performed by the City's in-house consultant VAS Associates to ensure higher levels of project controls and improved efficiencies resulting in cost savings. A selection review committee comprised of City staff representatives from the Public Works Department reviewed and rated each prospective firm based on their proposals and presentations. After interviewing the three top-ranked firms, Transtech was selected as the most qualified firm to undertake the project.

The final scope of work focuses on constructability review of PS&E, construction management, and construction inspection. Transtech will provide highly skilled and experienced team of three professionals on a full time basis for the duration of construction phase of the project, ensuring quality construction and timely completion of the project. Prior to finalization of the project Plans, Specifications and Estimates (PS&E) and bidding of the project, Transtech will perform a detailed constructability review of the PS&E including on-site field check to ensure that conflicts that results in costly delays during construction are minimized. During construction, a Construction Manager will coordinate with all project stakeholders, ensure that the project is progressing in accordance with the contract documents leading to timely completion of the project within budget, minimize inconvenience to travelling public, and in his capacity as a Bridge Engineer, will inspect the technical aspects of the bridge construction. An experienced Public Works inspector will ensure that quality construction is carried out in accordance with the project plans and specifications; while an Office Engineer will assist the project team with other necessary tasks including satisfying the SLPP grant's requirements for this fast paced and multi-faceted construction project.

ALTERNATIVES

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, authorize the City Manager to execute a contract with Transtech in the form attached hereto, authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will allow for much needed improvements that are integral to the City's Economic Development Plan.*

2. Do not approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, do not authorize the City Manager to execute a contract with Transtech in the form attached hereto, do not authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and do not authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will delay much needed improvements that are integral to the City's Economic Development Plan.*

FISCAL IMPACT

The funding sources for this project are: RDA Tax Increment Fund 892 ($6M through an Agreement with Riverside County Flood Control and Water Conservation District), borrowed DIF Library and Corporate Yard Fund 412 ($6.5M), DIF Arterial Streets Fund 416 ($2.5M) - re-sequenced from Kitching Street Improvements project from Cactus Avenue to Gentian Avenue, General Fund 412 ($1.3M) - re-sequenced from Heacock Street and Cactus Avenue Channel Improvements, DIF Traffic Signals Fund 417 ($0.27M), Measure "A" Fund 125 ($3.1M) - re-sequenced from Reche Vista Drive Realignment project, and anticipated SLPP Grant monies Fund 125 ($1M). Total available funding is $20,672,000. Assumptions for this project include that the adjacent property owners will dedicate and be credited for an estimated $1M towards right of way.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:
Fiscal Year 2011/2012 Budget (Account No. 125.New) $20,672,000

ESTIMATED PROJECT COSTS:
Consultant Construction Management and Inspection Costs..... $999,000
City's Plan Check and Project Management Administration * $881,000
Construction Phase Technical Services (Survey, Geo, Design Support, etc.) .. $950,000
Construction and Utility Relocation Costs $17,842,000
Total Estimated Project Costs $20,672,000

* Public Works and in-house consultant staff will provide Plan Check and Project Administration.

ANTICIPATED PROJECT SCHEDULE:
Complete PS&E .....Fall 2011
Public Bid and Award of Construction .....Three Months Thereafter
Complete Construction.....Approximately Twelve Months

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. Staff is requesting that City Council approve the Agreement with Transtech for Professional Construction Management and Inspection Consultant Services so that these improvements can move forward.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement for Professional Services

Prepared By:
Viren A. Shah, P.E.
City's Program Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\premk\CAPITAL PROJECTS DIV\HF Cactus & Nason Projects\Staff Report Award Agreement 7-12-2011.doc

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MV00110585

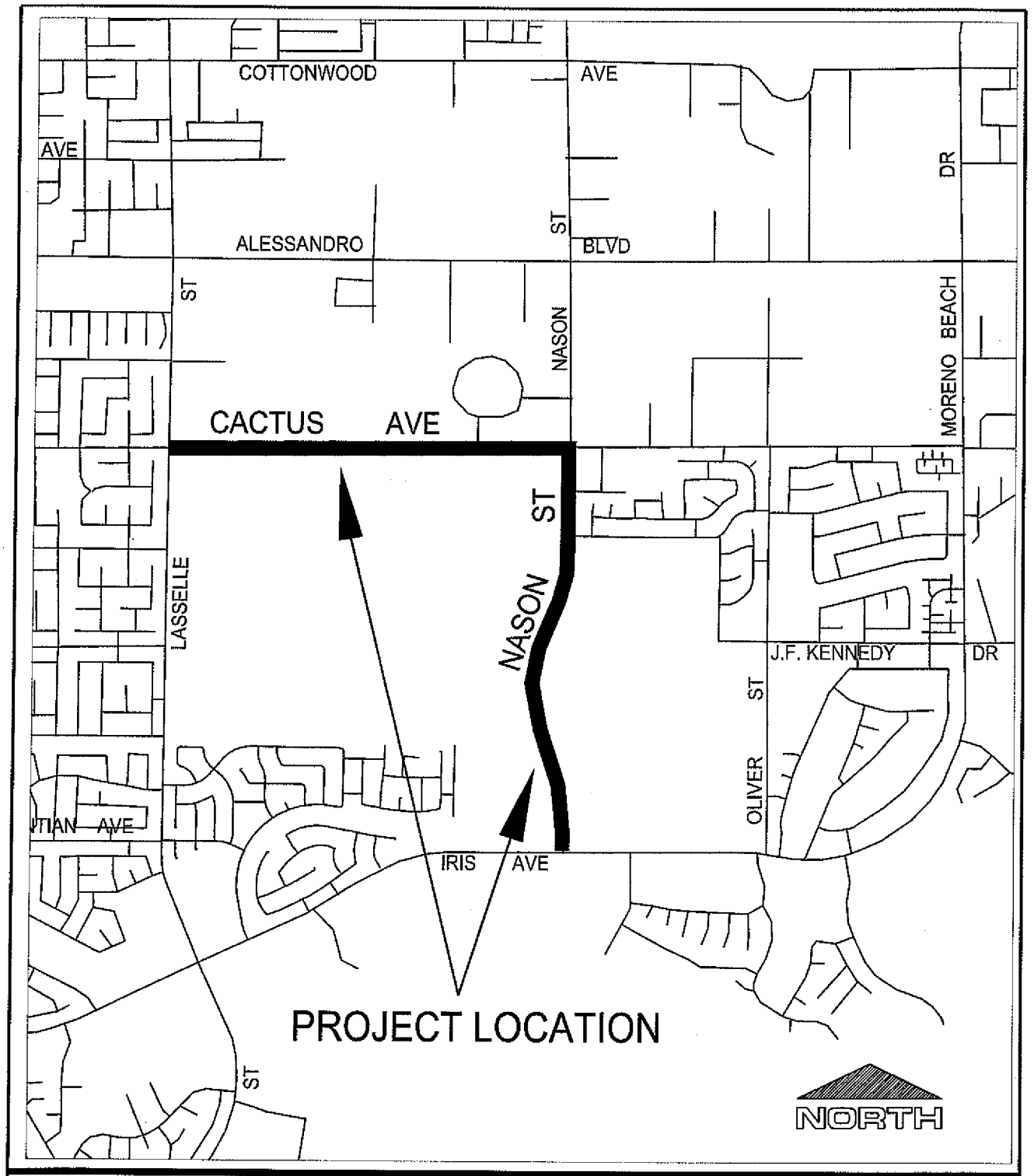

CITY OF MORENO VALLEY
DECEMBER 3, 1984

CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

ATTACHMENT "A"

Item No. A.5

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MV00110587

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Transtech Engineers, Inc., a California corporation, partnership, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant Construction Management and Construction Inspection services for:

Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $995,595.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2013** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation

to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of

the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of

the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

Transtech Engineers, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES
FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

I. INVITATION

You are hereby invited to submit a Proposal for: 1) Project Management Consultant (PMC) Services, Part 1; and 2) Construction Management Consultant (CMC) Services, Part 2, 3) Construction Inspection Consultant (CIC) Services, Part 3, associated with the above referenced project.

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk (CD) of your Proposal shall be submitted before **5:00 p.m., June 8, 2011** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Viren Shah, City's Program Manager.

II. GENERAL PROJECT DESCRIPTION

The project in general consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market. Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project. In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping" (see attachments for more details). As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

III. PROJECT BUDGET AND SCHEDULE

The funding for both projects have been tagged at slightly below $20 Million including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this

Consultant contract.

The Tentative Schedule is as follows:
Anticipated Award of this Consultant Contract: Early July 2011
Biddable PS&E Complete: Early Fall 2011 or sooner
Public Bid and Award of Construction Contract(s): 3 months thereafter
Construction: Approximately 12 months

IV. SCOPE OF SERVICES

The Consultant shall perform all project management services necessary for a professionally completed project including but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end. The scope of work outlined below must be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

DETAILED PROJECT DESCRIPTION:

The following scope of work is not a complete listing; it is intended to aid the consultant to identify a complete and comprehensive scope of work.

PART 1: PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.
2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.
3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
4. Schedule, facilitate, and attend public meetings as necessary.
5. Provide progress reports at a minimum on a monthly basis.
6. Compose all correspondences to keep the project on schedule.
7. Attend and present the project to City Council as required.
8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).
11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.
12. Prepare agreements and assist with issuance of Purchase Orders.
13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.
14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.
15. Prepare project update write-ups for distribution to media and public.
16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.
17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.
18. Issue all necessary Notices to Proceed (NTP).
19. Assist with review and process of all invoices (City staff will approve).
20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.
21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.
25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:

    a. Various City Council Staff Reports.

    b. Utility correspondence letters and e-mails.

    c. Federal, State and local correspondence.

    d. Federal, State and local documentation required for the project.

    e. Right-of-way related documents and correspondence.

    f. Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and biddability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding

purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a) Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b) Prepare bid packages for distribution as necessary.

    c) Maintain plan holder's list

    d) Schedule and conduct pre-bid meetings and site visits, if held.

    e) Provide responses to bidders' questions.

    f) Prepare and issue addenda if required.

    g) Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h) Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i) Check references and licenses of bidders.

    j) Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k) Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l) Prepare, coordinate, and process Notice of Award, Agreements, and

Purchase Order.

m) Review insurance, bonding, and other required documents.

n) Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

PART 2: CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project.

The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

**FOR PROFESSIONAL PROJECT MANAGEMENT,
CONSTRUCTION MANAGEMENT AND
CONSTRUCTION INSPECTION CONSULTANT SERVICES**

General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.
2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
3. Schedule, facilitate, and attend public meetings as necessary.
4. Attend and present the project to City Council as required.
5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.
6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.
8. Prepare agreements and assist in processing Purchase Orders.
9. Issue all necessary Notices to Proceed (NTP).
10. Review and process all invoices (City staff will approve).
11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.
12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.
14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other

construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.
   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.
   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.
   d. Submit recommendations to the City relative to change order requests.
   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.
   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.
    b. Permits.
    c. SWPPP and WQMP
    d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.
    e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)
    f. Progress payments, inventories, and applicable codes.
    g. Contractor's reports, correspondence, certified payrolls, and accident reports.
    h. Survey and layout data and certifications, photographs of as-built

locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

PART 3: CONSTRUCTION INSPECTION CONSULTANT (CIC) SERVICES

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements,

such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the

field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 50 pages. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).

B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.

C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed PMC, CMC & CIC's qualifications, track record and relevant experience. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule. The plan should show flexibility and consideration in resource loading due to the inherent variability in the schedule and performance of third parties. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the

number of hours that these individuals (including administrative support services) will be working on each task listed, included in adjacent columns.

E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project taking into consideration how extra work is anticipated and incorporated into the contract from the onset. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal**.

F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent reviews and 95% plan biddability/constructability/claims avoidance reviews.

G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The City's standard Agreement will be executed without any proposed changes.**

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms (attached) with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.

C. Tasks shall include, but not be limited to, all Professional Consultant Services (including administrative support services) necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:

1. Work associated with Project Constructability Review only is completed.
2. PS&E completed and advertised.
3. Project Bidding and City Council award of contract.

4. PMC Services on a monthly basis once construction starts.
5. CMC Services on a monthly basis.
6. CIC Services on a monthly basis.
7. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. Unless otherwise specifically mentioned, there will be no monthly payments until the milestone is reached at which point all applicable charges will be reviewed for applicability prior to payment. Consultant billing/invoices will commensurate with the pace of the construction work activities. The final 10% of the Consultant contract amount will be held back until all phases of the project is successfully closeout. The Consultant will not receive additional compensation for non-compliance or punch list items that were not identified in a timely manner in order to be addressed by the construction contractor(s).

E. All invoices will specifically identify job title, person-hours, and costs incurred by each task. Lump sump payments will not be accepted as all charges must be documented and justified.

F. Reimbursement costs such as mileage, computer usage, vehicle rates, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee." However, all overhead and reimbursement costs must be included in the personnel hourly rate for all services rendered upon commencement of the construction phase.

G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time

that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. **No changes to the City's standard Agreement will be entertained since there will be no time for negotiations between attorneys to establish a revised acceptable agreement.** All Consultants are required to have a City of Moreno Valley Business License in order to conduct business in the City.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

   The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

The Proposals will be rated/ranked according to the following criteria:

1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with General Law City agencies, and proven track record and depth of understanding/ knowledge of the proposed PMC, CMC & CIC.

3. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

4. Expedited Schedule and Cost Controls (20 point bonus) – Elaborate based on experience with similar projects as to how the two projects can be completed based on an expedited schedule (please identify the shortened delivery timeline). Elaborate how the Consultant team can confidently deliver the project on time and within budget with specific focus that the Consultant can deliver this project within their executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Due to the accelerated nature in retaining a Consultant for this project sometime in early to mid July 2011, interviews may not be conducted in selecting the preferred firm. However, if an interview is deemed needed to make the final selection, the Consultant must be prepared to gather the proposed team likely within 24 hours of notification. Only the key individuals assigned to have a significant role in the project will be allowed to make the presentation at the interview

Exhibits incorporated by reference:

1. City Standard Consultant Agreement (no changes to this agreement will be allowed)
2. Nason-Cactus CIP Exhibits dated April 10, 2011 - Compilation of Plans based on current status of completion
3. Improvement Plans Status Summary dated May 4, 2011
4. Addendum to Moreno Valley Field Station EIR and Supplemental EIR

Submitted to:

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah
City's Program Manager

TECHNICAL PROPOSAL

PROFESSIONAL PROJECT MANAGEMENT CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS

1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Submitted by:

TRANSTECH/MAPCO
Contact Person for this proposal:
David Mlynarski, Project Principal
E-mail: david.mlynarski@transtech.org
T: 909-384-7464; F: 909-384-7475
413 MacKay Drive, San Bernardino, CA 92408

EXHIBIT "B"

Item No. A.5 copy shall be unbound and paper clipped, with -108- holes, perforations, or cardboard inserts, suitable for copying with an automatic feed copy machine and one copy shall be on CD. (As required, Fee Proposal is submitted in a separate envelope)

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH
MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Thank you for the opportunity to present our qualifications to the City and for the subsequent meetings and discussions to develop a cost efficient approach for the subject project.

It is very obvious that the city desires to establish professional relationships with consultants and carry out projects in an efficient and practical fashion. We also see the value to the overall community and business environment that will result with the inducement of these public improvements.

We understand this project will require an efficient coordination with various public and private parties, including City of Moreno Valley, developer, design engineers (RBF, Psomas, Butsko, Arcon), Riverside County Flood Control District, EMWD and Utility Companies. Furthermore, it is also important to coordinate with the Riverside County Hospital (Trauma Center) and the County EMS to maintain emergency vehicle access to the hospital along Cactus Avenue during construction.

Our goal is to provide our services in an efficient manner and minimize inconveniences and deliver the project to the City and public in a cost effective manner.

Our original fee submitted with the proposal was $1,114,000. Based on the meetings with and clarifications provided by the City, we made necessary adjustment in our scope, and our fee was reduced to $914,600. We then provided an additional 5% reduction in our fees as a good will, which resulted in a final adjusted fee of $868,870.

Also, we made appropriate adjustments in the staffing allocation as follows:

- We will assign Kurt Pegg as the Project CM, RE and Bridge Structural Rep, and Mike Schnepf as the Project Inspector. We understand the City desires a commitment that these staff members will be assigned to this project. As we indicated in our proposal, and subsequent communications, our firm is fully committed to assign these staff members to this project. Also, you had indicated that in the event any of these staff members leave our employment for reasons beyond our control, the City would have the right to approve any replacement, and if the City is not satisfied with the proposed replacement, the City would have the right to terminate the contract.
- The level of effort is based on 12 month duration for construction and project closure after start of Construction and under a single construction contract (prime contractor) for both Cactus and Nason Street Projects.
- We allocated additional support that may be need during construction to support Kurt Pegg and Mike Schnepf.
- We deleted general project management services, as this task will be performed by City CIP staff as you indicated.
- The City will hire construction surveying, materials testing and specialty inspection firms under separate contracts.
- The City will have separate contracts with the design firms for the preparation of final PS&E Bid Package, as well as engineering support during construction.

The attached Resource Allocation Table provides detailed breakdown by task and staff as you requested.

Our staff and project team are very excited about the potential of delivering our best effort in support of this project.

Thank you again for your thoughtful consideration.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
ali.cayir@transtech.org
C: 714-883-8677; T: 909 595-8599, Ext. 121
www.transtech.org

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RESOURCE ALLOCATION

Task	Staff	Rate	Hrs	Fee
Constructability and PS&E Review, including field walk by Project RE, Inspector, and coordination with design team	*Sr Level Staff*	$145	160	$23,200
	Inspector Level Staff	$95	160	$15,200
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	70	$4,550
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	70	$10,150
	Subtotal		460	$53,100
Allocation to address unknown issues prior to finalization of PS&E	*Sr Level Staff*	$145	140	$20,300
	Inspector Level Staff	$95	60	$5,700
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	60	$3,900
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	60	$8,700
	Subtotal		320	$38,600
Bidding Phase Services to support City Proj Manager, PS&E Engineers for review of questions, field check, etc.	*Sr. Level Staff*	$145	40	$5,800
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	10	$650
	Principal In Charge Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	10	$1,450
	Subtotal		60	$7,900
Construction Phase (12 month duration assumed)	*Project CM, RE, and Bridge Structural Rep:* Kurt Pegg, PE	$145	2,200	$319,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project CM, RE, and Bridge Structural Rep	$145	200	$29,000
	Project Public Works Inspector: Mike Schnepf	$95	2,200	$209,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project Public Works Inspector	$95	200	$19,000
	Office Eng, Insp Support, State Funding Compliance Staff: Selim Bouhamidi	$65	2,200	$143,000
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	400	$58,000
	Subtotal		7,400	$777,000
Budget for Additional Inspections	*Budget for Additional Inspections during heavy work periods*	$95	400	$38,000
	Subtotal		400	$38,000
TOTALS			8,640	$914,600
Additional Reduction In Fee as a good will			5%	$45,730
TOTAL REDUCED FEE				$868,870

Original Fee submitted with the Proposal	$1,114,000
Final Submitted Fee after Meeting with City staff to fine tune scope, including adjustment in Project Management effort as the City will assign an in-house PM and plus an additional 5% reduction in the fee	$868,870
Total reduction in dollars between Originally submitted Fee and Final adjusted Fee	$245,130
Total reduction in % between Originally submitted Fee and Final adjusted Fee	22.00%

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TRANSTECH/MAPCO
PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

This letter serves as a follow up to our conversation regarding company legal name.

As indicated, our operating brand name in Inland Empire is Transtech/Mapco. The legal name of the corporation from which the Insurance will be provided is Transtech Engineers, Inc.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
ali.cayir@transtech.org
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TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH
MAPCO

June 8, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TECHNICAL PROPOSAL
PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Transtech/Mapco is pleased to submit this proposal for the subject project.

We are a multi-disciplinary engineering consulting firm which provides professional and technical services in engineering, planning and construction to governmental agencies, educational institutions and private sector. We serve as turn-key program manager/contractor on large and complex engineering projects by providing full service capability. We have managed and successfully delivered a number of similar assignments.

Our key project team members have extensive experience working for Public Agencies in capacities, such as Contract Building Official, Plans Examiner, Inspector, City Engineer, Planner, Construction Manager and Inspector. As contract City Engineer and Building Official for a number of Agencies, we manage all aspects project as Agency representatives, and provide turn-key services.

Our staff members are licensed as professional engineers, surveyors, plan checkers, building officials and inspectors. We are also licensed as General Contractor A (General Engineering) and B (General Building), and have the ability to function like a General Contractor and coordinate all aspects of construction of similar projects.

Our Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of the projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance, DBE/WBE.

Also, one of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

We also provide our expertise in the construction field to law firms for construction claims. Some of our key staff members served as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State.

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

We understand the importance of providing services that can respond to the project needs based on work load and demand by adjusting level of staffing as necessary, and provide the services in an efficient and cost effective manner without sacrificing the quality and responsiveness.

We have extensive experience in managing similar complex and multi faceted/phased projects. We will develop an expedited schedule to deliver these projects in an efficient and expeditious manner, and within the executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Our team has extensive experience in all aspects of similar projects, from design concept, design and regulatory agency approvals through construction. We have gained a solid reputation in the industry for delivering cost-efficient projects that are on schedule, within budget, and to the full satisfaction of the client. We have assembled an outstanding group of individuals we believe will provide the Agency with the precise services requested; combining strong technical skills, excellent communication, sensitivity to community values and efficient use of resources.

We have staff and resources readily available for the project.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact the undersigned.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org; T: 909 384 7464, Ext. 106 F: 909 384 7475; www.transtech.org

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SECTION A:	**Project Understanding**	**A.1 – A.1**
SECTION B:	**Approach and Management Plan**	**B.1 – B.2**
SECTION C:	**Qualifications and Experience**	**C.1 – C.5**
SECTION D:	**Staffing Plan**	**D.1 – D.1**
SECTION E:	**Work Plan and Schedule**	**E.1 – E.17**
SECTION F:	**Quality Control and Assurance**	**F.1 – F.1**
SECTION G:	**Additional Relevant Information**	**G.1 – G.1**

APPENDIX — **Appendix 1 – Appendix 19**

City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, states that resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the Appendix Section of the proposal. Based on this requirement, the following applicable information is included in the Appendix:

Resumes	**Appendix 1 – Appendix 14**
Billing Rates	**Appendix 15 – Appendix 15**
Resource Matrix	**Appendix 16 – Appendix 16**
Other Required Forms (Required Statements per the RFP)	**Appendix 17 – Appendix 19**

SECTION A: Project Understanding

The project in general consists of the ultimate width street improvements along:

1. Cactus Avenue between Lasselle Street and Nason Street, and
2. Nason Street between Cactus Avenue and Iris Avenue

The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market.

Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project.

In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping". As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

The funding for both projects have been estimated at slightly below $20 Million, including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this Consultant contract.

The Tentative Schedule is as follows:

- Anticipated Award of this Consultant Contract: Early July 2011
- Biddable PS&E Complete: Early Fall 2011 or sooner
- Public Bid and Award of Construction Contract(s): 3 months thereafter
- Construction: Approximately 12 months

The general scope of work to be provided by the selected Consultant includes all project management services necessary for a professionally completed project, including, but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end.

The scope of work will be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

SECTION B: Approach and Management Plan

B.1. APPROACH AND MANAGEMENT PLAN

Our goal is to deliver the project to the City in an efficient and cost effective manner.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects.

Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance program to prevent design errors and construction change orders.

Schedule control and management is a critical element. Our project manager conducts weekly in-house meetings with staff to review work progress, discuss any potential issues, and adjust staff resources as necessary to keep the project on schedule.

One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies. Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

In summary, our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and within budget. Our staff members have a strong educational background and are licensed and certified as engineers and inspectors.

B.2. PROJECT ORGANIZATION CHART

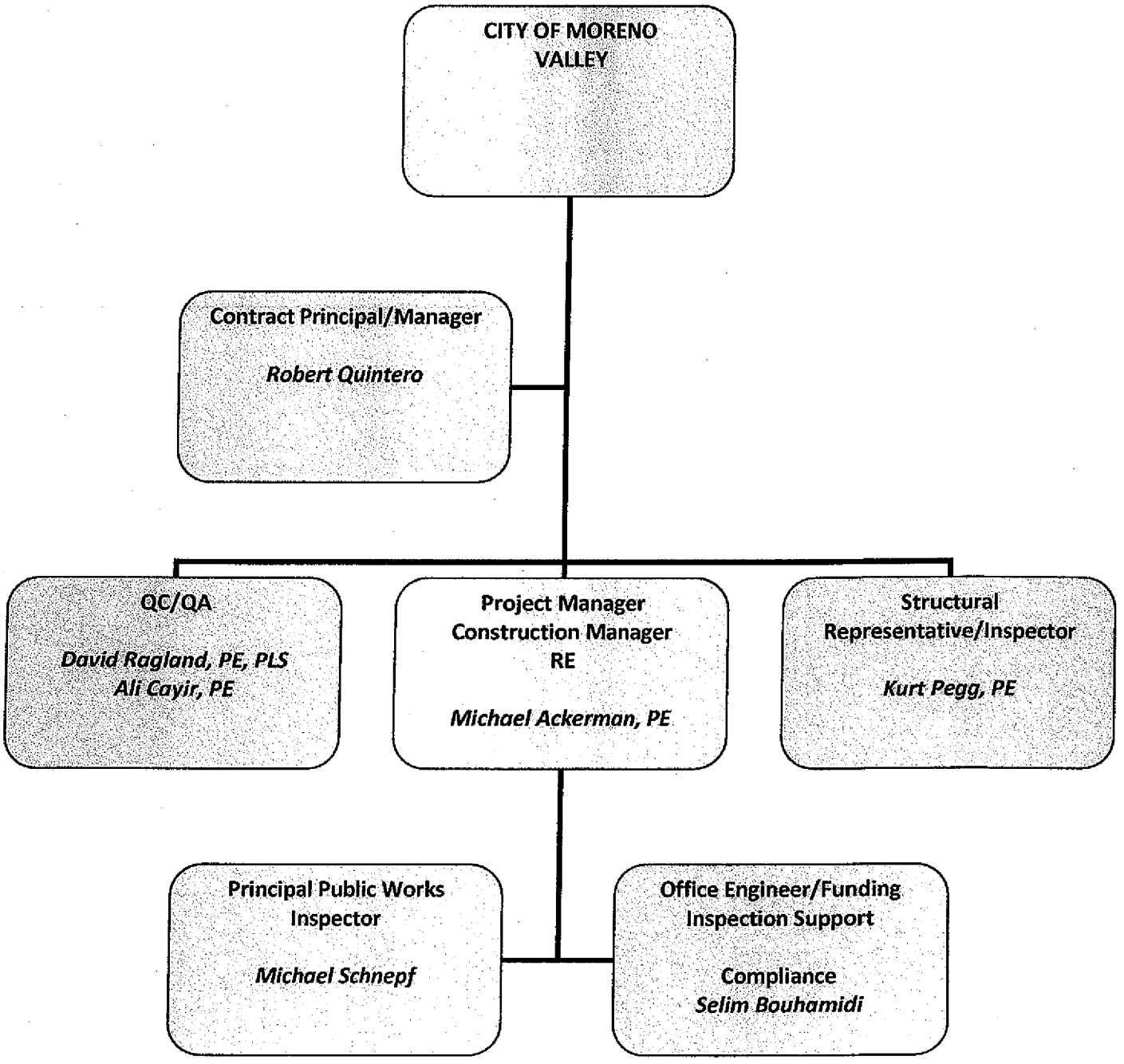

SECTION C: Qualifications and Experience

C.1. SIMILAR SERVICE EXPERIENCE

Following is a partial listing of similar projects where our firm provided similar services requested for this project:

- **Via Duct Boulevard Alignment and Reconstruction, Metrolink San Bernardino Parking Facility Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost: $10m
- **Valley Boulevard Widening Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost $5m.
- **State Route 710 Interim Improvements and Fremont Ave. Widening/Realignment:** Prepared PS&E as well as provided construction management and inspection services for 3 federally funded projects in Alhambra. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. The project involved coordination with Caltrans and encroachment permit processing/approval, as portions of the project was in Caltrans jurisdiction. These projects were all federally funded, requiring processing for E-76 through Caltrans Local Assistance. The total cost for 3 projects was $20m.
- **Mission Boulevard Widening:** Prepared PS&E as well as provided construction management and inspection services for Mission Boulevard widening and reconstruction. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Transtech also provided construction management and inspection services for the project. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost $3m.
- **City of Torrance Crenshaw and Skypark Reconstruction Projects:** Prepared PS&E as well as provided construction management and inspection services for Federally Funded reconstruction/rehabilitation of Crenshaw Boulevard and Skypark Avenue (2 separate projects). Cost: $3m.
- **Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino:** For the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- **CSUSB (Cal State SB University) San Bernardino Campus Access Road:** Prepared PS&E as well as provided construction administration for the project. Improvements included approximately 1 mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost $6M.
- **Mission Bl and Rte 71 Grade Separation Project (currently under construction):** Serving as the Construction Manager for this regional project. The Mission Boulevard/State Route 71 Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40,000,000.
- **Alhambra Civic Library Project:** The project involved construction of a 45,000 SF 2 story library with 2 levels of underground parking garage. The project also included off-site improvements, such as streets, curb, gutter, utilities, fiber optic communication. Transtech provided construction management services. Project Cost $30m.
- **Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge:** Served as Construction Manager. The project involved construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks, and various offsite improvements, such as pavement, curb, gutter, drainage, sewer, electrical.

Project cost $24,000,000.

- **Alhambra Renaissance Plaza Parking Structure and Entertainment Center:** Served as Turn-key Program Manager from initial design thru construction of the Project. The project involved construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Total project value was $40m.

Experience in Federally Funded Projects and with Caltrans Local Assistance Procedures Manual:
A majority of the projects were federally funded. Transtech administered all projects through Caltrans' Local Assistance in compliance with the Local Assistance Procedures Manual (LAPM). Authorization to Proceed (E76) was successfully obtained for each project as well. Our scope in these projects involved public relations, including providing information flyer, setting up a web-site for public access to provide up to date information, community meetings, and responding to questions and complaints and making sure impacts to public is minimized. Communication and coordination with public is an important element on this project as well.

Experience in Working with Caltrans/Encroachment Permit Department:
Several of these projects also involved close coordination with Caltrans and encroachment permit processing/approval, as portions of some of the projects were in Caltrans jurisdiction.

C.2. PROJECT STAFF

The following table provides summary information for project staff:

Key Person	Project Role	Yrs of Exp	Yrs w Firm
Robert Quintero	Contract Principal/Manager	20	5
Michael Ackerman, PE	Project Manager, Construction Manager, RE	15	4
Kurt Pegg, PE	Structural Representative/Inspector	20	2
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	30	12
Michael Schnepf	Principal Public Works Inspector	30	9
Selim Bouhamidi	Office Engineer/Funding Compliance and Inspection Support	5	3

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, Billing Rates, Resource Matrix, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

C.3. REFERENCES

City of Rialto
Ahmad Ansari, Director of Public Works/City Engineer
909-772-1518

City of Alhambra
James Funk, Development Services Director
626-570-5041

City of Pomona
Daryl R. Grigsby, Director of Public Works
909-620-2261

CSUSB, Cal State University
Hamid Azhand, Director of Capital Planning and Design
909-537-5000

C.4. COMPANY QUALIFICATIONS

Established in 1989, the firm provides consulting engineering services to several municipalities throughout Southern California. The municipal services provided by our firm include Building and Safety, Plan Check, Inspection, Code Enforcement, City Engineering, City Traffic Engineering, CIP Design, Project and Construction Management, Program Management, Utility Company Coordination and Management, CDBG, HUD and Federally/State Funded Project Management, Services.

- *Service Capabilities:*

Municipal Consulting Services	City Engineer; City Traffic Engineer; Capital Improvement Projects; Development Review; Plan Check/Counter Services
Building and Safety	Inspection; Plan Check; City Building Official; Code Enforcement
Program and Construction Management	Contract Administration; Construction Inspection; Labor Compliance; Design-built Engineering and Construction
Civil Engineering	Freeways and Interchanges, Local Streets and Roads Design; Sewerage, Water and Storm Drain Design; Pavement Management System; Grading Studies, Design and Earthwork Analysis
Traffic and Transportation Planning and Engineering	Traffic Signal and Control Systems; Parking Facilities Study and Design; Street Lighting; Speed Zone Surveys; Traffic Control; Intelligent Vehicle Highway Systems; Signing and Striping; Traffic Management Plans; Bicycle and Pedestrian Facilities; Neighborhood Traffic Control

Water Resources Engineering	Hydrologic Studies, Hydraulic Design Best Management Practices Storm Water Pollution Prevention (SWPPP) Low Impact Development Design Sediment, Erosion Control & Detention Facilities Urban Water Quality Retrofit Hydrologic Rainfall/ Runoff Watershed Simulations Hydro modification Studies, Water Quality Management Plans (WQMP) Storm Drainage Infrastructure Design Floodplain Analysis, Mapping Preparation of FEMA Requests for Letters of Map Revisions
Surveying and Mapping	ALTA, Topographic, Boundary Surveys; Construction Surveying/Staking; Aerial Mapping; GIS; Right-of-way Engineering
Planning	Master Plan Circulation Studies; Transportation Planning and Modeling; Capacity Evaluations; Impact Assessments; Site Planning; Specific Plans
Land Development	Subdivision/Master-Planned Communities; Commercial and Industrial Development
Governmental Permit Processing	Support services to coordinate and process permits through governmental agencies .

- *Experience in Working with Local Cities:* Our key staff members have served public agencies in various capacities including City Engineer, City Traffic Engineer, Building Official, Project Manager, Planner, and Inspector. We are accustomed to working with governmental agencies in every facet of planning, building, and public works, and our staff has an unparalleled understanding of public agency issues, procedures, and policies.

- *Turn-Key Service Capability:* The Firm serves as turn-key program and construction manager on large and complex engineering projects by providing a full service capability of comprehensive services to its clients from initial planning and design, systems engineering and technical assistance, permitting, program and construction management, and operations and maintenance services. The Firm has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects, including Public Works and Infrastructure Improvements; Institutional Buildings; Commercial and Retail Buildings; Transportation and Parking Facilities; Sports and Recreational Facilities; Residential Development.

- *Experience in Federal and State Funding Programs and Requirements:* The Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of these projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance. The Firm's Grant Writing and Funds Management services enable our municipal and agency clients of any size to find potential funding sources, and to prepare competitive applications. Additionally, after funds are awarded to a client, The Firm can ensure compliance with state and federal funding requirements. In the past few years, The Firm has facilitated over $100 million in funds for our clients' public works projects and transportation improvements.

- *Experience in Construction Claims:* The Firm staff also provides their expertise in the construction

field to law firms and universities. Some of our key staff members serve as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State San Bernardino University, International studies.

- *Quality Control/Quality Assurance (QC/QA):* The Firm has a proven track record in providing high quality engineering services which result in minimal problems during implementation of projects. Our extensive experience coupled with our in-house QA/QC program prevents design errors and change orders. Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and budget

- *Federally Audit and Approved Accounting System:* Our firm is involved in major projects with various governmental agencies, including Federal Government. Our accounting system is audited and approved by federal Government and found in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statues, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

SECTION D: Staffing Plan

Due to the inherent variability in the schedule and performance of third parties, our staffing approach is flexible. While we have assigned and are prepared full staffing as necessary to the project, our staff will work as necessary and flexible manner. We will adjust staffing levels as the project progresses and as needed, but, we will be responsive and add additional staffing when there is a need to ensure the project is managed in the most cost effective and efficient manner.

Our team members have the capacity to perform the requested services according to the proposed schedule, and complete the services required for this project within budget and schedule.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with City Staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City Staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

BILLING RATES AND RESOURCE MATRIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, Resumes, **Billing Rates**, **Resource Matrix**, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

SECTION E: Work Plan and Schedule

E.1. PROJECT MANAGEMENT AND DELIVERY APPROACH

Our approach is to be responsible and accountable for all aspects of the project in order to deliver the project on-time and on-budget. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before the result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the client with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects. The following paragraphs describe our approach to deliver projects in an efficient and cost effective manner:

- **Project Management:** Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become major problems. This requires extensive hands-on knowledge, and management skills of the people involved in the project's management and inspection. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on-time and on-budget. Our staff members have educational background and are licensed and certified as engineers and inspectors. They have been represented both public agencies and private developers/contractor on similar projects. They are seasoned industry veterans, and will manage this project in the most efficient manner. Key project team members will attend regularly-scheduled project status meetings with the City and other involved agencies throughout the project's duration. We will keep a detailed record of communication that will include directions given by City staff and actions taken by our team. These systems are structured such that recall of critical information is readily available. We will provide project status reports which updates, at a minimum, the status on the project's scope, schedule, budget, and pending issues requiring attention.

- **Quality Control and Assurance Program:** Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance Program to prevent design errors and construction change orders.

- **Design Review:** Our multi-disciplinary team of design professionals with extensive professional experience in similar projects. Our preferred approach is to engage in review documentation, response/reconciliation meeting cycle for each design phase. Each cycle's receipt of design documentation is the basis of design, plans, specifications and calculations. The documents are reviewed by each discipline along with the construction manager to validate design team approach to the project program requirements and identify code element, buildability items for consideration, adjustment and/or incorporated by the Design Team. Review comments are documented with our

web based review program and made available to the entire team through the web browser access and electronic files. After a short review period for the Design Team, a coordination/information meeting is held to discuss comments and ensure that the Design Team and other parties fully understand the intent and essence of the comments. Our teams early "catches" of these and similar design compliance issues have presented significant late phase document modification on numerous projects we have reviewed.

- **Constructability Reviews:** Our constructability reviews follow a similar process to design support review with a different focus. We prefer to do both reviews concurrently for efficiency, with early phase focus on design support issues moving to predominantly constructability, buildability and coordination in later phases. Our comprehensive database offers management tools that will allow all team members to review drawings simultaneously and track design progress and comment resolution.

- **Value Engineering:** We approach value engineering as a continuous and evolving function throughout the entire preliminary and design phases. Value engineering is treated as an integral part of developing design criteria and ultimate incorporation into the project plans, specifications and estimates. Integrating value engineering throughout the project significantly reduces the chance of a major design alternative being identified by a "value engineering team" after the project is designed, which would cause a tremendous redesign effort and considerable time delays.

- **Cost Estimating:** We use a variety of methods to generate accurate cost estimates. These include "Check Bids" developed from both internal and external private sources. Our estimators all have construction field backgrounds and pull in that additional perspective to cost estimating from project concept/feasibility through change orders to address your specific needs. A methodology of communication, technical resources, and analytical thinking shaped by experience is used to reflect projects in terms of costs. Our estimating database, based on our experience at construction, is continually reviewed and updated for current labor rates, equipment rates, and material pricing. We also utilize the construction schedule to determine cost escalation over the course of construction. Typically escalation is included to the mid-point of the construction schedule. We will work closely with our procurement team in order to track the trends in volatile materials such as steel and concrete. We also monitor local construction labor markets and unions to forecast trends in labor rates. These costs are tracked throughout the estimating process to insure there are no last minute surprises.

- **Third Party Coordination Public and Regulatory Agencies:** One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies . Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

- **Methodology for communication to inform City on work progress:** Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

- **Approach to Cost Control and Change Orders**
  Two feasible methods exist for practical control of publicly funded construction costs. One is *proactive* and the other is *reactive*.
  - *Proactive* cost control is achieved by putting sufficient effort into the plan and specification preparation to minimize potential change orders.
  - *Reactive* cost control occurs during the review of change order requests submitted by the contractor. A variety of techniques are employed when reviewing submitted change order requests.

  We evaluate monthly costs/expenditures based on an actual field review and documentation. The documentation is used as both criteria for evaluating the accuracy of costs/expenditures, and as input for review of the cost-loaded monthly progress schedule. An accurate schedule of values and baseline schedule are fundamental to this analysis. Base contract work, as well as changes to the work, is also progressed and quantified. Any differences between the original estimates and actual costs/expenditures are identified. We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost effective manner.

- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery**
  Understanding how the component pieces of a Project and the necessary sequencing are critical to the successful completion of the Project. We use various project management software depending on the nature of the Project to ensure proper schedule development, document control, including RFI's, submittals and plan review. The regular maintenance and updating of the schedule quickly identifies areas that can be accelerated, and those items that may need additional attention and oversight. We ensure that the contractor's construction baseline schedule has properly identified the project scope, critical path, project milestones, target dates, phases, and sequences of work, activity durations, activity float and relationships between activities. Interrelationships with various projects phases, and interfaces with Owner activities are verified to ensure proper coordination with the existing operations. We ensure that the baseline schedule considers access coordination; staging and lay-down areas and seamless transition and interfaces between the new and existing facilities, and any operation to be maintained on-site. When significant activities show that they are slipping from the baseline, we work with the contractor to develop "recovery plans" and verify that the plans are achievable and are implemented to have the desired effect. We incorporate progress information recorded on the Inspector's Reports to verify actual progress in the monthly schedule. These reports clearly identify and document if any delays occurred and what caused the delays. This approach enables all involved parties to anticipate potential delays early in order to proactively manage the schedule.

- **Methodology for Generating Bidder Interest**
  The bids are advertised in various trade publications, such as McGraw-Hill Construction Dodge-Green Sheets, Contractors Info Network, Bid America, Reed Construction Data. We also contact qualified contractors and inform them of the upcoming project. By the time the construction documents area ready for bid advertisement we have a data base of contractors who have known about this project in advance. This increases bidder interest and participation significantly.

- **Promote participation in the bidding by local subcontractors and vendors**

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

- **Contractor prequalifying**
  If desired by the City, we can conduct a contractor pre-qualifying process. Public Contract Code section 20101 authorizes local public agencies to prequalify contractors before allowing them to bid for public works projects. The key points are:
  - A public agency may require contractors to submit standardized questionnaires which seek information necessary to determine whether the contractors have met prequalifying standards. Uniform subjective rating systems must be used to determine the minimum requirements permitted for qualification to bid.
  - Agency must have procedures in place which allow contractors to appeal decisions that they are not qualified to bid, which will result in review and conclusion prior to the submission of bids.

- **Construction web-site:** If the City desires, we can establish a construction web-site and web-cams for real time monitoring of construction progress on internet. The following is a sample of our current website for the State Route 71 and Mission Interchange construction project. www.mission71project.com.

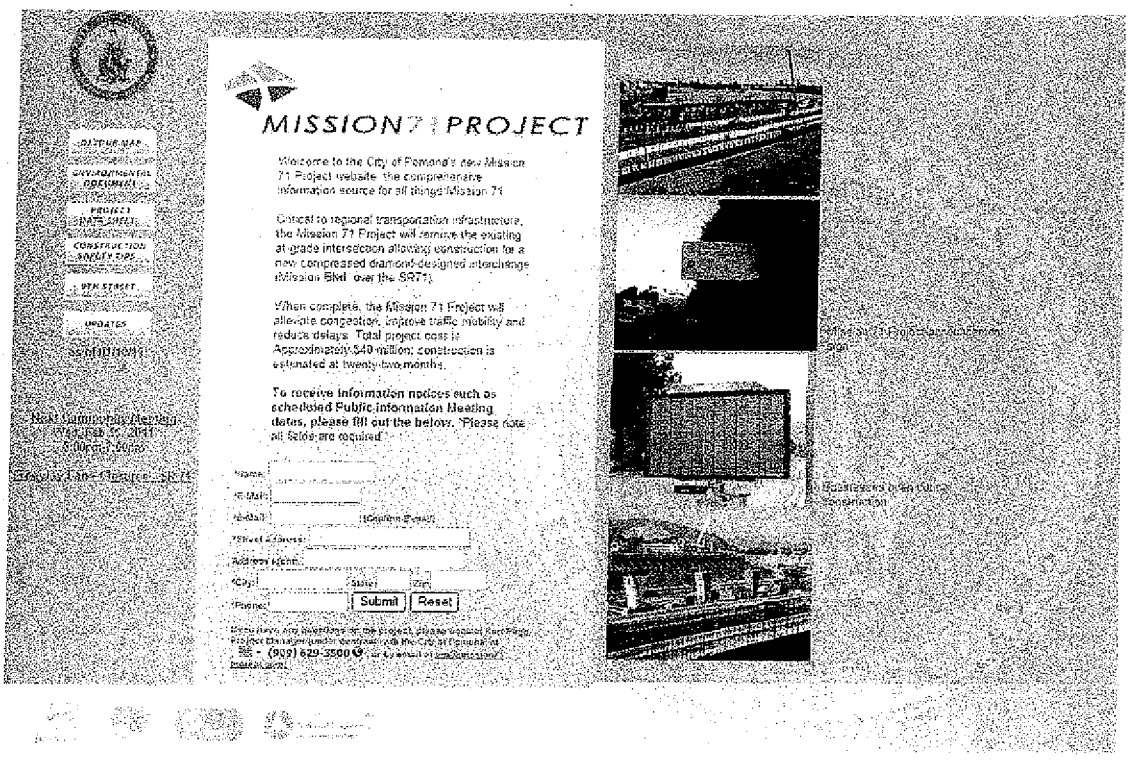

- **Quality Control and Assurance**
  Quality Control and Assurance will be consistently and thoroughly applied throughout project's duration. Assigned Quality Control and Assurance staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities.

A detailed description for Quality Control and Assurance is provided in Section F of the proposal.

E.2. SCOPE OF WORK

E.2.1. Project Management Consultant (PMC) Services

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.

2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.

3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

4. Schedule, facilitate, and attend public meetings as necessary.

5. Provide progress reports at a minimum on a monthly basis.

6. Compose all correspondences to keep the project on schedule.

7. Attend and present the project to City Council as required.

8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).

11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.

12. Prepare agreements and assist with issuance of Purchase Orders.

13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.

14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.

15. Prepare project update write-ups for distribution to media and public.

16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.

17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.

18. Issue all necessary Notices to Proceed (NTP).

19. Assist with review and process of all invoices (City staff will approve).

20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.

21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.

22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.

23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:
    - Various City Council Staff Reports.
    - Utility correspondence letters and e-mails.
    - Federal, State and local correspondence.
    - Federal, State and local documentation required for the project.
    - Right-of-way related documents and correspondence.
    - Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and bidability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program

Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a. Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b. Prepare bid packages for distribution as necessary.

    c. Maintain plan holder's list

    d. Schedule and conduct pre-bid meetings and site visits, if held.

    e. Provide responses to bidders' questions.

    f. Prepare and issue addenda if required.

    g. Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h. Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i. Check references and licenses of bidders.

    j. Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k. Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l. Prepare, coordinate, and process Notice of Award, Agreements, and Purchase Order.

    m. Review insurance, bonding, and other required documents.

    n. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

E.2.2. Construction Management Consultant (CMC) Services

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project. The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

E.2.2.1. General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.

2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

3. Schedule, facilitate, and attend public meetings as necessary.

4. Attend and present the project to City Council as required.

5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.

6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.

8. Prepare agreements and assist in processing Purchase Orders.

9. Issue all necessary Notices to Proceed (NTP).

10. Review and process all invoices (City staff will approve).

11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.

12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager. At a minimum, Project files will be organized to include the information indicated below:
    - Project Personnel
    - Correspondence
    - Weekly record of working days
    - Materials Data
    - Engineer's Daily Reports
    - Contract Item Pay Quantity Documents
    - Contract Change Orders
    - Extra Work Reports
    - Progress Pay Estimates and Status of Funds
    - Labor Compliance and EEO records
    - Contractor's Payrolls
    - Final Report
    - Materials Certificate
    - DBE Records

13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.

14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local

requirements.

15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

E.2.2.2 Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.

   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.

   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.

   d. Submit recommendations to the City relative to change order requests.

   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.

   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.

b. Permits.

c. SWPPP and WQMP

d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.

e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)

f. Progress payments, inventories, and applicable codes.

g. Contractor's reports, correspondence, certified payrolls, and accident reports.

h. Survey and layout data and certifications, photographs of as-built locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction

contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

E.2.3. Construction Inspection Consultant (CIC) Services

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

SECTION F: Quality Control and Assurance

Quality Control and Assurance (QC/QA) will be consistently and thoroughly applied throughout project's duration. Assigned QC/QA staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings will be held twice a month. The Consultant will be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks will be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. Monthly updates will be furnished to the City's Project Manager.

The main objective of the Quality Control process for design projects is to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. This process' outcome is the production of design plans and construction documents that accurately reflect the City's scope, schedule, and budget expectations for the project.

A secondary goal of the Quality Control process is to provide for a thorough documentation of the project's design process. A properly documented project file is a by-product of the quality control process. This will enable the City to substantiate its position from properly documented project files if any legal, political, or procedural issues arise regarding the project.

The Quality Control process includes comprehensive project planning, providing clear decisions and directions, constant supervision, immediate review of completed activities for accuracy and completeness, and documenting all decisions, assumptions and recommendations. Quality Control does not solely consist of a review after a product is completed. It is an approach and a realization that a product's ultimate quality is based on the quality of its production process.

As part of the initial project development, we will submit to the City for review and approval, a Project Specific Quality Control Plan, which will detail the proposed methods or processes of providing quality control for all work products. This plan will be kept current with the work requirements. The plan will include, but is not limited to, the following areas:

- Organization.
- Quality Control Reviews.
- Proposed method of documentation of comments, coordination responses and quality assurance records.

Submittals will be checked prior to presentation to the City for review. The review will include the following activities:

- Compliance with project requirements.
- Technical accuracy and adequacy.
- Compatibility with other associated project documents.
- Compliance with previous review comments.

In summary, our QC/QA is a systematic and documented review of each submittal phase/level, which will achieve a complete biddability/constructability/claims avoidance review and necessary revisions incorporated in the bid package at the 95% level completion.

SECTION G: Additional Relevant Information

TRANSTECH'S UNIQUE EXPERTISE AND SUCCESS IN FUNDING AND GRANTS

One of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

Our practice and approach in this area involves maintaining an extensive knowledge and understanding of current regional, state, and federal funding programs and procedures, and monitoring the development of future program or funding opportunities.

We use this knowledge base to work with our clients to improve their ability to secure and administer project financing, and to implement the resulting projects in a timely and cost-effective manner. The approach differs significantly from a more traditional approach where consultant assistance is used merely to prepare competitive grant applications in hope of securing funding for a specific project. We feel that an agency's ability to secure funding for a project depends on several factors including the project's level of completeness (having a well defined and defensible budget, scope, and schedule), the level of consistency between the proposed project and local policies and a funding program's guidelines and requirements, the quality of the information contained in a grant application, and an agency's ability to implement the project in a timely manner. This approach, as a result, focuses on improving the ability of our clients to successfully compete for funding through a competitive process rather than simply providing assistance to complete the required funding requests.

APPENDIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, **Billing Rates**, **Resource Matrix**, and **Other Required Forms (Required Statements per The RFP)** are attached in the appendix section of the proposal.

ROBERT QUINTERO
Contract Principal/Manager

EDUCATION

Master of Business Administration Degree, University of Redlands.

Bachelor of Science Degree in Urban and Regional Planning, California State Polytechnic University (Cal Poly), Pomona.

Edison International Executive Leadership Program

REGISTRATION

California Licensed General Contractor, B

SUMMARY

Mr. Quintero has approximately 20 years of experience in urban planning, management of municipal public works projects and operations, CIP (Capital Improvement Program), city administration, public and governmental affairs. He served as Principal Project Manager for the design, construction and management of a variety of Public Works and Infrastructure projects.

Prior to joining Transtech, Mr. Quintero worked for the City of Commerce and Southern California Edison (SCE), one of the largest energy utility firms in the world.

His experience at the City Commerce included working in various positions, including as Planner, Assistant to the City Administrator, Assistant Director of Public Services/Public Works, and finally as the City's Acting Director of Public Services/Public Works, and managed a department budget and infrastructure worth approximately $500 million.

At SCE, Mr. Quintero served as the company's Regional Manager for the Port of Long Beach and the cities of Avalon, Signal Hill, and Long Beach the fifth largest city in California and home to one of the largest commercial ports in the world.

As Vice President at Transtech, Mr. Quintero is responsible for corporate operations, business development, client relations, public and governmental affairs, project development and management oversight. With his ardent analytical and strategic management skills, Mr. Quintero provides strong leadership and exemplary public relations etiquette. Mr. Quintero develops and collaborates with primary contacts to protect and to enhance Transtech's position in specific proceedings; he ensures coordination with corporate policy and objectives on a broad range; he protects and transacts all phases of the company and customer business, and governmental affairs activities at the corporate level; and he facilitates and maintains close, long-term working relationships with governmental agencies.

PRIOR EXPERIENCE

City Of Commerce

Mr. Quintero started his professional career with the City of Commerce. While with the City, Mr. Quintero acquired an extensive management portfolio of economically, environmentally and technologically sound projects under the titles of Assistant Planner, Associate Planner, Assistant

Director of Public Services/ Public Works, Assistant to the City Administrator and finally as the City's Acting Director of Public Services/ Public Works. Robert was also responsible for representing the City of Commerce at the State Capitol in Sacramento as an advocate on legislative matters concerning land use, transportation, gaming and public works, are just a few of the myriad ways in which Mr. Quintero's leadership benefited the City of Commerce. In addition, Mr. Quintero was the Liaison and Political Ambassador to the City of Commerce/Aguascalientes Mexico Sister City Association.

Southern California Edison (SCE)

After several years with the City of Commerce, in 2002, Mr. Quintero joined Southern California Edison (SCE), as Region Manager of Public Affairs. At SCE, Mr. Quintero served as the company's representative to the Port of Long Beach and the cities of Avalon, Signal Hill and Long Beach, the fifth largest city in California and home to one of the largest commercial ports in the world. He managed the development of the company's position on federal, out-of-state and local legislative matters. He represented SCE before legislators, and industry organizations with regard to legislative and public affairs policy. He assists with the advocacy of the Company's position to provide advance notice of potentially significant legislative actions that may impact the company and took the necessary actions to protect the company's interests. He also organizes and coordinated with internal staff and resources, as well as took the lead in designing and implementing strategies to resolve issues affecting the company and its customers. As a SCE Region Manager, Mr. Quintero set standards of excellence with which the SCE name is proudly synonymous through his active support of and participation in programs that improve the lives of citizens in the community that SCE services. At SCE, Mr. Quintero successfully completed Leadership @ EIX Program. The Leadership @ EIX Program features a structural career development process for high performing employees who exhibit the corporate leadership competencies and may, with development, advance to a manager and senior leadership position.

Associations and Community Service

Founding Vice-President and currently serves as Senior Vice President to Embracing Latina Leadership Alliances (ELLAS) and is Vice President of the California Corporate Hispanic Council Leadership Institute (CCHCLI).

His memberships include the American Planning Association (APA), the American Public Works Association (APWA) and the American Water Works Association (AWWA).

MICHAEL ACKERMAN, PE
Project Manager, Construction Manager, RE

EDUCATION
- Bachelor of Science in Engineering, the University of Iowa

REGISTRATION
- Registered Civil Engineer

CERTIFICATIONS
- Resident Engineer Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for Resident Engineers, Caltrans
- Asphalt Pavement Fundamentals: Design, Construction, and Rehabilitation
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

HIGHLIGHTS
- Experience includes working for Caltrans.

SUMMARY

Mr. Ackerman has approximately 15 years of experience and participated on numerous multi-disciplinary teams dealing with the design and construction of civil and transportation engineering, urban and rural development, and public works projects. His prior experience includes working for the City of San Bernardino and Caltrans, District 8 in San Bernardino.

Recently, Mr. Ackerman has served as Deputy RE and Deputy Construction Manager for the State Route 71 and Mission Boulevard Grade Separation Project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.

PROFESSIONAL EXPERIENCE

City of San Bernardino: At the City of San Bernardino, Mr. Ackerman held the position of Associate Engineer under the City Engineer of the Division of Public Works in the Department of Development Services. There he was involved in a number of projects, including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City. Also, he represented the City of San Bernardino at the South Tehachapi Management Team meetings, coordinated with San Bernardino County Flood Control and FEMA for the certification of City levees and updating of the Flood Insurance Rate Maps (FIRM), and oversaw permitting and tracking of Land Development Projects through the Division of Public Works/Engineering. In addition to this, Mr. Ackerman has worked intimately with Planning and Building and Safety Divisions on Land Development Projects.

Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- ***Design Division:*** Designed plans, specifications, and estimates for the

rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.

- ***Traffic Operations Division:*** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed stop sign and traffic signal warrant studies.
- ***Construction Division:*** In the Construction Division, Mr. Ackerman was Resident Engineer for various projects including Watson Wash Bridge Replacement Right (Rte 40), Replacement of Drains and Earthwork (Rte 40), and Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).

Mr. Ackerman served as Project Engineer and/or Construction Manager/Resident Engineer on a number of roadway projects. Recent similar projects include:

- City of San Bernardino, Via Duct Boulevard/2nd Street Realignment Project: Prepared PS&E and served as Construction Manager/Resident Engineer. Cost $1.5M.
- City of Alhambra, Polar Boulevard Rehabilitation Project: Federally funded project as part of Stimulus Program. Served as Construction Manager/Resident Engineer. Cost $1.2M.
- City of Baldwin Park, Francisquito Avenue Overlay Project; Ramona Boulevard Overlay Project: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3.5M.
- City of Commerce, Garfield Avenue Telegraph Road to Malt Avenue Street Improvements; Eastern Avenue Pavement Overlay Stevens Thru City Boundary; Garfield Avenue and Slauson Avenue Intersection Improvements; Washington/Ayers Intersection: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3M.
- CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- City of Alhambra, Alhambra Road Rehabilitation and SRTS Project: Served as Construction Manager/Resident Engineer. Cost $1.2M.

KURT PEGG, PE
Structural Representative/Inspector

EDUCATION
- B.S. Civil Engineering, University of Calgary, Alberta, Canada

REGISTRATION
- Registered Civil Engineer

SUMMARY

Mr. Pegg has over 20 years of construction engineering experience related to highways, roadways and interchanges. He has served as a Senior Project Manager, Senior Estimator, Resident Engineer and Structural Representative. Mr. Pegg has been responsible for some of the largest freeway projects in Southern California, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule development and review, storm water pollution prevention plan preparation and compliance, claims preparation and mitigation, cost estimating, reviewing and designing structure-related shop drawings, and assuring compliance with plans and specifications.

PROFESSIONAL EXPERIENCE

- **State Route 71 and Mission Boulevard Grade Separation Project:** Served as the Resident Engineer for this regional project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.
- **215/60 Riverside Interchange, Riverside, CA ($317 Million):** Senior Project Manager for the construction of 4 miles of high occupancy vehicle (HOV) lanes and widening of freeways on I-215, SR60 and SR91; Approximately 80 new sound walls and retaining walls throughout the project; major structural improvements at 8 local interchanges; 2 sweeping 'flyover' connector ramps between the I-215/SR60 and the SR91; Improvements to local drainage systems; new truck bypass connector leading from the eastbound SR 60 to the southbound I-215; new bridges at Linden, Iowa and Blaine Avenues providing better access to the University of Riverside. Funding for the project came from a combination of federal, state and local sources.
- **5/805 Interchange and Freeway Widening, San Diego, CA ($176 Million):** Project Manager for the construction of a separate freeway by-pass system from the junction of Interstate 5 and 805 to the Del Mar Heights Road Interchange. The Project also included the construction of a diamond type Interchange at Carmel Mountain Road, and adding of Auxiliary lanes to the existing main lanes. The projects goals were to reduce traffic through the corridor, improve safety through the addition of the by-pass system, and improve access to SR-56 and local roadway systems. Project innovations included building bridge foundations to better withstand earthquakes, eliminate merging and weaving traffic by separating SR-56 and local interchange

traffic from I-5 main lanes. Caltrans partnered with Contractors to ensure the project enabled cost effective construction methods and efficient staging in the interest of time saving to contractors and minimizing travel impact to motorists.

- **SR91/SR57 Interchange Widening, Anaheim, CA ($75 Million):** Project Manager for the construction of the widening of SR91 and SR57 freeways to construct a HOV connector almost a mile in length. The projects goal was to eliminate the weaving of traffic through the interchange caused by the transition from one freeway to the other of the HOV lanes. In order to accomplish this both freeways had to be widened and this required new bridges to be constructed at State College Boulevard, Placentia Avenue Overcrossing, Sunkist Avenue Overcrossing, Mira Loma Overcrossing, and La Jolla Overcrossing. New retaining walls and soundwalls were necessary to support the widening of the freeways along with new drainage improvements. The Contractor was awarded the gold medal in partnering from Caltrans for working through difficult construction issues and to expedite project bringing it in on time and under budget.
- **SR 55 Widening, Orange, CA ($40 Million):** Project Manager for the construction of approximately two and a half miles of freeway widening on SR 55. This project required the construction of two new bridges, retaining walls and soundwalls. Improvements were made to the interchange at Lincoln Ave and SR 55 to support the widening and the end result was an increase in traffic flow and a decrease in congestion on the SR 55 freeway.
- **Ave "H" Overcrossing, Lancaster, CA ($10 Million):** Project Manager for the construction of Avenue "H" Overcrossing. This project was part of the ever increasing development of the outer LA area. The project required street and drainage improvements to support the new bridge over SR 14 freeway.
- **I-10 Freeway at Palm Drive/Gene Autry Trail Interchange Project, Palm Springs, CA ($16 Million):** Resident Engineer / Structure Representative for the construction of a new cast in place post tensioned box girder bridge over the I-10 Freeway. A precast "I" girder widening over the BNSF railway tracks and the roadway widening of Palm Dr.

MICHAEL J. SCHNEPF
Principal Public Works Inspector

EDUCATION
- SDSU, CA 1977
- SDSU Extension: Construction Technology

Awards:
- Best Project, American Concrete Institute for The Falls at Rancho Bernardo

SUMMARY

Mr. Schnepf has approximately 30 years of experience in general engineering/public works and building construction projects. In these capacities, he has been responsible for more than $500 million worth of private and public works construction projects in Type A and Type B construction. He has inspected numerous federally funded projects in compliance with Local Assistance Procedures Manual, as well as projects under Caltrans' jurisdiction.

PROFESSIONAL EXPERIENCE

- **General Public Works Inspection:** Worked at various Cities under Transtech contracts as Senior Public Works Inspector. Projects inspected include, all aspects of new infrastructure construction and reconstruction, parks, ball fields, landscape aquatic facilities, fire stations, piers, skate parks, airports, coastal and recreational facilities, playgrounds, water and sewerage systems (including distribution mains (to 120 inch), mainlines, service laterals, lift & pump stations, domestic and reclaimed water systems, fire lines, backflows, pressure reducing stations, valve cut ins, line stops, line freezing, gravity and force mains and grease interceptors.
  - **Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **Avenida Pico Widening, San Clemente:** Widening of Avenida Pico from I-5 to Avenida Del Cerro including improvements to San Clemente High School. Widened arterial roadway within very limit time frame on a 24 hour a day schedule. High School kept open as were all businesses. Was

accepted by State Architect to perform all onsite inspection of improvements on school property.

- **Smart Corridor, Washington Avenue Culver City:** Coordinated and inspected the integrated Smart Corridor consisting of 51 fully reconstructed and signalized intersections with interconnect and monitoring in Culver City. Interfaced with Caltrans along the I-405 corridor.
- **Skypark Signalization and Widening, Torrance:** Provided construction management and inspection for widening and signalization of Skypark Drive and Madison Street. Interfaced with Edison for relocation of high voltage primary lines and street lighting, FAA personnel at Zamperini Field Airport and Administrative Staff at Torrance Memorial Medical Center. Twenty four hour access to all businesses and facilities were maintained.
- **City of San Clemente, multiple locations:** Provided inspection, design review and plan check for new and retrofits at over 40 intersections during a span of eleven years. Interconnect and camera detection systems. Interfaced with Caltrans along the I-5 corridor.

- **Grading:** Provided grading inspection from initial clearing & grubbing through rough grade and precise grading on projects ranging from 4,000 sq. ft. lots to 3200 acre master planned subdivisions. In many cases provided or assisted in engineering plan check processes. Provided all aspects of inspection for caissons, tie-backs, geotextiles, sub-drains, de-watering wells, wicking systems, benching, buttressing, minor & mass grading operations. Worked closely with Paleontologists and Archaeologists during grading operations. Sites have included the most fossil-rich find in Orange County. Retaining walls have included gravity/friction segmental walls, cmu, cast-in-place concrete and shotcrete applications.
- **Traffic Signals:** Project construction management and inspection of traffic signals and interconnect systems in conjunction with widening and total reconstruction of one of the most heavily utilized intersections in Los Angeles County, 190th & Crenshaw in the City of Torrance. Inspection, design review and plan check for new and retrofits at over 140 intersections during a span of eleven years. Interfaced with Caltrans along the I-5, I-10 and I-405 corridors.
- **Reservoir:** Reconstruction of Reservoir 5A and 8, San Clemente: Assisted in drafting specifications for the restoration, reconstruction of two reservoirs in San Clemente. Provided construction inspection services for all stages of construction and monitored deputy coating inspection team.
- **Storm drain systems:** Channel drains, local depressions, catch basins, main lines, head walls, box culverts, lined channels, desilters, detention basins, clarifiers, energy dissipaters, environmental containment, hydrocarbon filtration, in field testing.
- **Other Utilities:** All overhead and underground electrical, water, sewers, communications, gas, and fuel lines including storage facilities.

DAVID RAGLAND, PE, LS
QC/QA

EDUCATION
- Humboldt State University, CA, Bachelor of Science

REGISTRATION
- Registered Civil Engineer
- Licensed Land Surveyor

SUMMARY

Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction. Estimated valuation of projects that Mr. Ragland has been involved is approximately $1,000,000,000.

PROFESSIONAL EXPERIENCE

General Civil Engineering Projects:

- **CSUSB (Cal State SB University) San Bernardino Main Access Road:** Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Campus Parkway Roadway:** Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Cannon Roadway and Sewer:** Design of approximately 2 miles of roadway and 36 inch sewer pipe and pump station. This project required careful consideration to pipe buckling due to the extreme soils conditions of the Agua Hedionda Lagoon. Special bedding techniques were used along with special coupling of the pipes to allow for potential deflection as the bridge abutment and road fill settled.
- **Lopez Canyon Roadway and Sewer:** Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- **Sorrento Valley Boulevard:** Design and construction of 4 miles of roadway.
- **University Development:** Development of a 135 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and educational and training facilities and offices for Cal State SB University.
- **San Elijo Hills Development:** Development of 2000 acre master

planned community including golf course and hotel. Project included preparation of Specific Plan, TM, Final Map, construction plans for all necessary infrastructure, environmental permits and Communities Facilities District.

- **Parkway Business Centre:** Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.

Drainage And Sewer Projects:

- **City of Commerce**: Master Sewer Study Telegraph Corridor re-vitalization project. Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- **University Park Storm Drain Design:** Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- **University of Riverside:** West Campus Infrastructure, including sewer, storm drain, water, design.
- **San Elijo Ranch Drainage, Sewer and Water Master Plan, San Marcos:** 2,000 acre / 3400 unit master planned community. The project included literally miles of storm drain, sewer and water lines, sedimentation areas, pump stations, booster stations, water reservoirs and force mains. Cannon Road Trunk Sewer and Pump Station - Design of 8-12 inch gravity sewer, 6 and 8 inch force main, pump station and wet well. City of Carlsbad
- **Penasquitos Canyon Trunk Sewer:** PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
- **Otay River hydrology study and dam breach analysis:** 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- **City of San Diego:** Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline. Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter. Design and construction of Mercy Road pressure booster.
- **City of San Bernardino:** Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- **City of Riverside:** Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.

ALI CAYIR, PE
QC/QA

EDUCATION
- BS Engineering
- MBA, Project/Construction Management, UC Irvine

REGISTRATION
- Registered Civil Engineer
- Licensed Gen Contractor A
- Licensed Gen Contractor B

HIGHLIGHTS
- Served as Contract City/Traffic Engineer for Cities.
- Federally Funded Project Experience: Extensive experience in the state and federal programs and procedures, and in the management of federally and/or state funded projects in compliance with the Local Assistance Procedures Manual.
- Diversified experience in both design and construction.

SUMMARY

Mr. Cayir has approximately 30 years of experience in engineering and construction. He served as contract City Engineer/City Traffic Engineer for a number of municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects.

PROFESSIONAL EXPERIENCE

Civil Engineering Experience

- Project Principal for I-710 Freeway Interim Improvements and Fremont Widening and Reconstruction: Transtech provided Turn-key Services, including Program Management, Construction Management, Design, Surveying, Right-of-Way Engineering, and Environmental. The project included major roadway improvements, removal/demolition of various buildings for additional right-of-way and reconstruction of buildings behind new right-of-way, traffic signals, infrastructure, utilities, pavement, drainage, water, sewer, landscape, street lighting, traffic signal, pavement improvements. Project was funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual. (Cost $20m).
- Project Principal for University Park Development/San Bernardino: The project included 2 miles of new roadway, sewer, water, utility and extensive hill side grading for a master planned residential and commercial development on 130 acre site across from the San Bernardino State University. (Cost $20m).
- Project Principal for $20 m Carlsbad to San Diego Rail Trail Project Report, which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Improvement Project encompassing 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Construction cost $5,000,000.

Construction Management Experience

- Project Principal for City of San Bernardino, Santa Fe Historic Train Depot

Renovation. Transtech is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $13m

- Project Principal for City of Alhambra, Valley Boulevard Widening. Preparation of funding application, securing $5 million Federal, State and County funding, and design, and is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $5m
- Project Principal for City of Commerce, Rosewood Community Center. Transtech was retained by the City to take over the management of this multimillion dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City start the move-in process, and 2 months after, the facility was opened to public use. Currently, Transtech is assisting the City in claims analysis and change order resolution. Construction Cost: $15m.
- Project Principal for City of Alhambra Chapel, First St and Garfield Parking Structures: Transtech served as turn-key project manager, including management of design, construction, building plan check and inspection, federal funds, labor compliance for 3 parking structure projects. Chapel: 4 story, 300 space structure; First Street: 4 story, 276 space structure; Garfield: 5 story, 800 space structure. (Cost $15m)

Traffic Engineering Experience

- Design and management of a variety of traffic and transportation engineering projects, including traffic signals (more than 1000 locations), traffic signal interconnect system, street lighting, traffic control, signing and striping design; signal timing and coordination studies; traffic signal management studies; traffic safety projects (OTS) including traffic control device inventories and speed surveys; traffic impact and parking studies for more than 100 projects; and feasibility studies for traffic control measures, freeway access, bikeways and street improvements. Mr. Cayir has also served as consultant Traffic Engineer for various agencies in Southern California.
- Project Manager/Engineer for the preparation of ramp metering, count station, traffic signal, highway lighting, sign lighting, construction signing, pavement delineation, communication, and other traffic related plans for several state highways and freeway improvement projects involving Caltrans Districts 7, 8 and 12.
- Project Manager for the preparation of traffic signal modifications for various arterials in Los Angeles County including Garvey Avenue, El Segundo Boulevard, Crenshaw Boulevard, Slauson Avenue, Rosecrans Avenue, Arrow Highway and Huntington Drive/Alosta Avenue/Foothill Boulevard.

SELIM BOUHAMIDI
Office Engineer/Funding Compliance and Inspection Support

EDUCATION

- MA, Urban Planning, University of California, Los Angeles.
- BA, Anthropology, University of California, Los Angeles

HIGHLIGHTS

- Extensive experience in federal funds and grants and working with Caltrans Local Assistance and local agencies.
- Well versed in Caltrans and Local Assistance construction filing and document system.
- As the primary coordinator of Transtech's federal-aid internal procedural tracking system, Mr. Bouhamidi has been and is responsible for the direction and coordination of several federally funded projects having worked with numerous local agencies including the cities of Inglewood, Baldwin Park, Pomona, Lawndale, and Long Beach.
- Also worked with the City of Riverside Urban Planning Department.

SUMMARY

Mr. Bouhamidi has approximately 5 years of experience, and provides office support to Project Managers and Resident Engineers. He is well versed in Caltrans and Local Assistance construction filing and document system. He also works closely with various Funding Agencies, including Caltrans Local Assistance, and local agencies to successfully secure federal-aid for various construction projects. Mr. Bouhamidi has also worked with the City of Riverside Urban Planning Department. He was responsible for updating the city's property database recording architectural descriptions, and recent demolitions.

PROFESSIONAL EXPERIENCE

- Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- City of Alhambra, Josylin Community Center Renovation Project funded by Federal Energy Efficiency and Conservation Block Grant: Served as office support engineer and provided labor compliance services.

- City of Alhambra, Valley Boulevard Reconstruction, Federally Funded Project: Served as office support engineer and provided labor compliance services.

- City of Pomona, Rte 71/Mission: Provided funding support, assisted in E76 processing of various phases, and assisted in labor compliance.

- Office Engineer Federal- and State-Aid Internal Procedural Tracking System: Development of an internal electronic procedural tracking system to fast-track, coordinate, and organize federally-aided projects. This multi-layered, holistic system is process-oriented and developed over a timeline—a steady departure from the topically based and more general approach of the Caltrans Local Assistance Procedures Manual. The system provides swift results by ensuring that a project stays fully on track and is carried out in a timely and efficient manner, while providing personnel with all key reference points, timelines, and resources to complete and track the various ongoing projects. Responsible for tracking all aspects of a federal- or state-funded project beginning with the initial submittal of the funding packet application and signatures. Every step in the transmittal process is reviewed, tracked, and updated. The tracking system also includes follow-ups on federal application forms, which are subject to change after submittal and must be updated so as not to hold up authorization of funding. Working closely with Caltrans Local Assistance procedures, responsible for managing, tracking, and monitoring various transportation projects from a diverse number of cities.

The following are Billing Rates for project staff:

Key Person	Project Role	Billing Rate
Robert Quintero	Contract Principal/Manager	$145
Kurt Pegg, PE	PM/CM, Resident Engineer, Structural Representative	$145
Michael Ackerman, PE	Deputy PM, CM, RE	$145
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	$145
Michael Schnepf	Principal Public Works Inspector	$95
Selim Bouhamidi	Office Engineer/Funding Compliance	$65

As required in the RFP, we are providing the following billing statement:

The above hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

The following is the Resource Matrix showing hrs per task for each project staff:

Resource Matrix		Project Management Consultant (PMC) Services	Construction Management Consultant (CMC) Services	Construction Inspection Consultant (CIC) Services	Totals
Staff	Position	Hrs	Hrs	Hrs	Hrs
Robert Quintero	Contract Principal/Manager	250	250	0	**500**
Michael Ackerman, PE	Project Manager, Construction Manager, RE	1,000	1,500	500	**3,000**
Kurt Pegg, PE	Structural Representative and Inspector	100	300	800	**1,200**
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	500	100	0	**600**
Michael Schnepf	Principal Public Works Inspector	200	250	2,000	**2,450**
Selim Bouhamidi	Office Engineer, Funding Compliance and Inspection Support	100	1,000	750	**1,850**
Totals		**2,150**	**3,400**	**4,050**	**9,600**

The following are the required Statements to be included in the proposal per the City's RFP:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
   We agree with the above statement.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. The City's standard Agreement will be executed without any proposed changes.
   We agree with the above statement.

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
   We agree with the above statement, and do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
   We do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
   We agree with the above statement.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
   We agree with the above statement.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
   We agree with the above statement.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
   We agree with the above statement.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
   We agree with the above statement.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.
    We agree with the above statement.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
    We agree with the above statement.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
    We agree with the above statement.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
    We agree with the above statement.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
    We agree with the above statement.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
    We agree with the above statement.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under

the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

We agree with the above statement.

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $868,870.00.
2. The Consultant will submit an invoice to the City based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

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Revised 10/13/09

EXHIBIT "D"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129

NORTHWEST CORNER OF CACTUS AVENUE AND LANDON ROAD

DEVELOPER: WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Tract Map No. 35760.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On September 30, 2008, the Community Development Department of the City of Moreno Valley approved Tentative Tract Map No. 35760 as a revision to Tract Map No. 31129. The tentative tract map is a proposal to subdivide a 1.83-acre portion of previously approved Tract Map No. 31129 into six residential lots. The tentative tract map will allow for the subdivision of six lots, the elimination of a detention basin (Lot L of

Tract Map No. 31129), and the adjustment to existing lot lines previously approved on Tract Map No. 31129.

DISCUSSION

Tract Map No. 35760 is in conformance with the tentative tract map. The developer has requested that the tract map be approved for recordation. Most public street improvements were completed under Tract Map No. 31129. The remaining trail improvements adjacent to Lot 6 of Tract Map No. 35760 on Cactus Avenue and those along the west map boundary of Tract Map No. 35760 and Tract Map No. 31129 will be completed prior to occupancy of Tract Map No. 35760. The trail improvements include but are not limited to three-rail PVC fence, gates, bollards, decomposed granite, concrete curb, and related grading and drainage.

ALTERNATIVES

1. Approve Tract Map No. 35760 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would allow the developer to proceed with the recordation of the six-lot subdivision.*

2. Do not approve Tract Map No. 35760 nor authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would not allow the developer to proceed with their proposed residential subdivision development.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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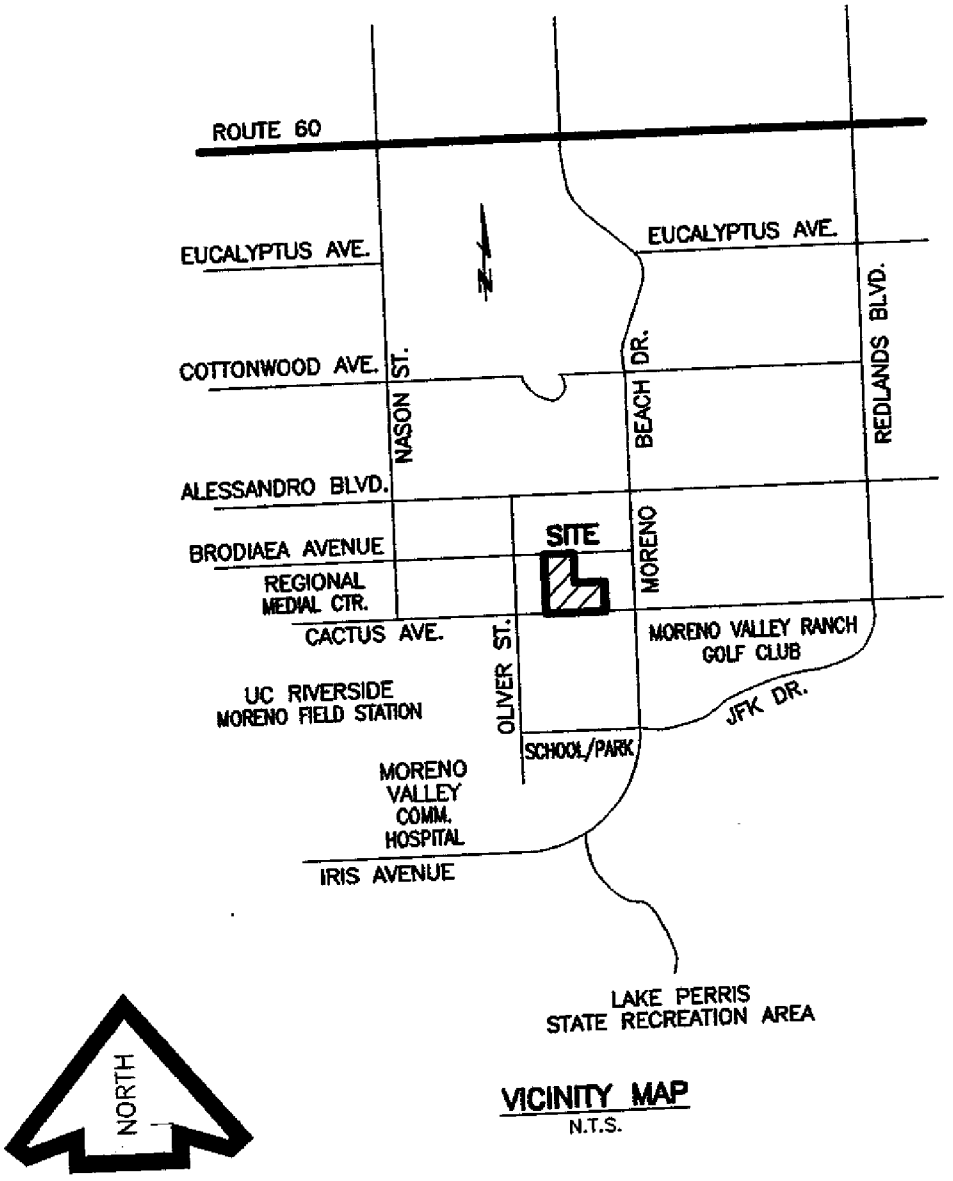

VICINITY MAP
N.T.S.

SCALE: 1"=100'

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT Exhibit "A"	P07-144 LOCATION MAP

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MV00110693

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system.

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000.

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

BACKGROUND

Local traffic congestion has become increasingly prevalent as the City continues to grow. Congestion hot spots are well-known and include most intersections adjacent to freeway interchanges and several arterial corridors. The current recession has slightly improved conditions, but as the economy improves, and travel increases once again, traffic flow optimization will increase in importance to the community. In the long term, Moreno Valley's population will almost double, substantially increasing the traffic loading on our roadways. To address current and future traffic demand, staff has proposed

implementation of Intelligent Transportation Systems (ITS) technology to systematically manage and optimize traffic flow.

In 2009, the City completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan.

The City's current traffic signal control system was procured in 1991. The platform, which consists of field controllers and a computer in City Hall, is obsolete. The controllers are no longer available for purchase, and the central software (which is MS-DOS-based) cannot be run on newer operating systems. Therefore, City staff has planned for a replacement system consisting of a TMC and new central traffic control software, new traffic signal controllers to be deployed in the field over time, and a citywide communication network.

DISCUSSION

A TMC provides the ability to centrally monitor roadway conditions and adjust traffic signal timing to optimize vehicle flow. Monitoring is accomplished through the use of closed-circuit television cameras, and data from traffic detectors used to display real-time vehicle speeds. Control is accomplished via fiber optic communication facilities which will be steadily deployed over time.

The TMC would be linked to the City of Riverside and Caltrans District 8 TMC's via high-bandwidth data connections, allowing Moreno Valley the capability of viewing video from those agency's CCTV cameras, as well as coordinating response in the event of incidents. Other nearby agencies with fully operational TMC's include Temecula, Corona, and Fontana. In other parts of Southern California, virtually all agencies with populations over 50,000 maintain active TMC's.

With existing staff levels, Public Works is capable of operating and maintaining the TMC as an extension of their current duties, so no additional employees would be required. The TMC would produce net labor savings by reducing the need to deploy field personnel to diagnose and correct traffic signal equipment problems. The TMC would enable faster response for maintenance issues through the use of standard features such as automated paging/emailing of alerts and remote access capability.

The TMC would have secondary benefits, in that an ITS deployment better positions Moreno Valley for grant funds since it represents a higher level of commitment to improving mobility. The TMC would be located in the current Fishbowl Conference Room adjacent to the entrance lobby of City Hall.

In January 2011, City staff released a Request for Qualifications for central traffic control software, which was mailed to nine firms known to provide such software, and was also advertised on the City's Web site. Eight submittals were received, indicating a high level of interest. A panel of four persons, including one representative from the

City's Technology Services Division and an expert in traffic control system deployment from outside the City, reviewed and scored the submittals. Based on the scoring of the responses, four firms were invited to interviews, which consisted of a live software system demonstration and presentation. The same panel scored the interviewees. All four panelists ranked Kimley-Horn and Associates highest. The panel felt that the system will be state of the art for years to come and thus represents an excellent investment. Kimley-Horn has deployed this software system for numerous Southern California agencies, including Beverly Hills, Culver City, Los Angeles County, Claremont, San Dimas, and the City of Commerce.

ALTERNATIVES

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and authorize the Public Works Director to execute any subsequent amendments related to this agreement. *This is the recommended alternative.*

2. Do not approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; do not authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; do not authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and do not authorize the Public Works Director to execute any subsequent amendments related to this agreement. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Transportation Management Center Project (TMC) is included in the Fiscal Year 2011/2012 Capital Improvement Program budget and will be financed by the Traffic Signals Development Impact Fee fund (Fund 202) and the Air Quality Management Fund (Fund 137). These funds can only be used for traffic signal and air quality improvement purposes. There is no impact to the General Fund. FY 2011/2012 budget amounts are estimated, since final financial data for FY2010/2011 are not yet available.

AVAILABLE FUNDS

FY 2011/2012 Development Impact Fees— Account No. 417.79528	$	220,000
FY 2011/2012 Air Quality Management— Account No. 137.68129	$	215,000
Available Funds	**$**	**435,000**

ESTIMATED COSTS

Central Traffic Control System Software Contract	$	315,000
Modifications to Fishbowl Conference Room	$	40,000
Video display units, furniture and Incidentals	$	60,000
Staff time	$	20,000
Total:	**$**	**435,000**

ANTICIPATED PROJECT SCHEDULE

Prepare plans for space reallocation by:	October 2011
Complete software integration by:	March 2012
Complete space reallocation by:	March 2012

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Services

Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 10-13768129

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Kimley-Horn and Associates, Inc., a North Carolina Corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "B" (Consultant's Scope of Work) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as the City of Moreno Valley Transportation Management Center (Project No. 10-13768129).

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $315,000.00 in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "D" attached hereto and incorporated by this reference.

7. The Consultant and the City agree that the schedule in Paragraph 6 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified

delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

15. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure

and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant

representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

25. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be

delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley	Contractor/Consultant Name
BY: _____ City Manager	BY: _____
	TITLE: _____ (President or Vice President)
_____ Date	_____ Date
	BY: _____
	TITLE: _____ (Corporate Secretary)
	_____ Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

EXHIBIT B

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT B

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $315,000.00.
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
4. Any fees for authorized professional services furnished by the Consultant which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such services will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Consultant.

C:\Documents and Settings\johnk\Desktop\ConsultantAgreement_TMC software_KHA.doc

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MV00110711

MORENO VALLEY ATMS

Statement of Work

Prepared by:

Kimley-Horn and Associates, Inc.

For Review by:

City of Moreno Valley

Version 4.2

June 28, 2011

Exhibit A

PROJECT SCOPE

The following scope of services is for deployment and integration of KITS to meet the mandatory elements listed in KHA's response to the City's RFQ submitted on February 3, 2011.

SCOPE OF SERVICES

Task 1: Project Management

KHA's Project Manager shall act as the principal contact for the City and other involved agencies. KHA's Project Manager will be responsible for the completion of activities associated with the performance of this project. Additional responsibilities include management of project planning activities and tracking of resources associated with each aspect of the project. The Project Management task will be invoiced monthly based on percent complete. Target percentages should be outlined to ensure all parties understand the value of each task executed. KHA's Project Manager shall oversee and participate in the activities of the project.

Prepare Project Status Reports

KHA shall prepare and submit written monthly project status reports. The reports shall include the following information including a schedule outlining target dates for completion of items:

- Period covered by the report.
- Overview of the reporting period.
- Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period which were completed.
- Action Items
- Updated Deliverables chart and completion schedule, if necessary.

KHA shall also prepare claims, invoices, billings, and other financial information for review and approval by the City, as required by this agreement.

Task 2: Preliminary Engineering

KHA will meet with City staff to discuss the existing condition of the City's internal network and field network along with future migration plans and schedule. KHA will provide input on communication equipment that the City is considering.

KHA shall collaborate with the City to determine the CCTV and signal controller hardware/firmware specifications for the pilot corridor. It is expected that the City will deploy a signal controller firmware protocol and CCTV encoder that has already been deployed with KITS. KHA will review and demonstrate existing KITS functionality currently deployed for specific firmware/hardware options. A document will be created that summarizes all of City's preliminary engineering decisions.

(continues)

Deliverables:
2.1 Communication Review
2.2 Firmware Specification and Existing Functionality Review
2.3 Signal Controller Hardware and Firmware Recommendations
2.4 CCTV Specification

Task 3: Procurement
Based on the information gathered during meetings with the City's Engineering and IT staff, KHA shall deliver complete equipment list ("Bill of Materials") for full system deployment and submit to the City for review. KHA will review options and provide input on reusing existing City server hardware and software licenses to fulfill the needs of the project. Upon KHA's approval of the equipment list and all system configurations, the City will procure system components, including supporting third party software, system hardware, network equipment, and peripherals. The equipment will remain at the City. The City will assist with the configuration of remote access into the network to enable authorized KHA staff to remotely diagnose the system. Using funds outside of this agreement, the City will purchase 3rd party software that is required for the deployment of the Integrated System. Anticipated software includes:

- SQL Server 2008
- ESRI ArcGIS
- MS Visio Standard
- Notepage PageGate

The workstations will be deployed on Windows XP or 7 and the servers on Windows Server 2008. The Integrated System will utilize SQL Server 2008 as its central database. The specific versions of the tools will be determined in conjunction with City IT preference.

Deliverables:
3.1 Identification of 3rd party software and hardware

Task 4: System Integration
Integration of KITS shall be performed in stages. The following sequence of events details the staged implementation of the KITS system.

1. KHA and the City will conduct multiple meetings to finalize the pilot corridor equipment.
2. The City will procure designated equipment.
3. Based on the City's preference for controller firmware and CCTV equipment, KHA will create a version of KITS that integrates existing modules to support the specified equipment and desired functionality. The source code, reports, registry, and database to support the functionality of the City's modules will be placed under configuration management and version control processes. No new software development is anticipated under this task.

4. A lab configuration will be created and maintained in KHA's facility to simulate the deployment environment.
5. An installation procedure will be generated by KHA. This will be a functional self-contained installation and automate many of the procedures used to install the KITS user interface. This automated installation will include most of the required 3rd party tools and may reference other supporting 3rd party documentation.
6. KHA will come to Moreno Valley to assist City personnel with the installation and configuration of the equipment and required 3rd party software.
7. A backup server will be identified by City staff and configured by KHA for backup and disaster recovery purposes.
8. City personnel, with assistance from KHA, will be responsible for converting and entering signal timing and configuration data into the system database. Preliminary testing will utilize controllers installed in the TMC and/or maintenance facility.
9. KHA will assist City personnel with the installation of 5 compatible BI Tran 233 intersections by assisting with the intersection graphics and configuration of these field signals within the Integrated System and by monitoring the operation of the System at the control center. This assistance will include preliminary training on the graphic configuration within the System.
10. KHA will demonstrate continuous successful communication with the traffic signal controllers and pan-tilt-zoom cameras.
11. KHA will configure compatible mobile devices with the KHA Mobile Performance Metric Collection application. This will allow up to 10 users to generate, high-resolution arterial performance metric data. Authorized users will be able to view and generate reports through a web browser. The arterial performance data will be stored on a server maintained by KHA.

Deliverables:

4.1 Software Configuration
4.2 KITS Installation Program and Procedures
4.3 Software Installation at City TMC
4.4 System Configuration and Integration for 5 Intersections
4.5 CCTV Integration
4.6 Mobile Performance Metrics Integration

Task 5: Documentation

KHA will provide KITS documentation for the City in the following form:

- System User's Manual – provides an overview description of the system, its components, how they are used or accessed by the operators as well as how to use the GUI's for all aspects of the system.
- Quick Start Guide – describes initial configuration and setup of the system. This brief document references the User's Guide, but presents the information in a simple format. The document focuses on data entry, map customization, and initial configuration.

Electronic copies of the final documentation will be provided.

Training topics include:

- On-line help
- Installing software updates
- Intersection phase configuration
- Data integrity
- Naming conventions
- System components
- Effective Monitoring

Deliverables:
5.1 Electronic copies of the System User's Manual and Quick Start Guide for KITS
5.2 Initial Operator Training

Task 6: Remote access configuration
KHA will facilitate meetings with City transportation and IT department to review cost-efficient solutions to allow authorized staff to view relevant signal system information remotely. KHA will assist with the implementation of a remote desktop solution to view and exchange relevant information.

Deliverables:
6.1 Documentation and Configuration Settings for Remote Access

Task 7: Final Training
The final training will be a comprehensive, hands-on review of all previous training sessions. In addition, the City may request additional topics that were not previously covered. The following topics will be discussed:

- Operation and Management of the Integrated System
- Overview of the KITS System
- Operations and System Maintenance
- Security
- Configuration and Customization
- Advanced Functionality

A training schedule will be delivered 2 weeks prior to the comprehensive training sessions that will detail the date and time for each topic. The City can provide input that will help determine the amount of time that is spent on each topic.

(continues)

Deliverables:
7.1 Electronic Copies of Training Documentation (syllabus, manuals, visual presentation materials)
7.2 Hands-on Two Day Workshop

Task 8: Warranty, Support, and Maintenance
The Consultant shall provide a warranty, support, and maintenance for the supplied software for a period of two years. Any ATMS software bugs found during this period will be corrected at no additional cost to the City. New functionality, additions, and enhancements made to the software, that do not constitute a separately packaged and marketed version or module of the system, developed by the Consultant during this period shall be offered to the City at no additional license fee. Upon approval by the City, these enhancements shall be installed and integrated based on current hourly rates.

The Consultant shall provide maintenance services, which will include phone and e-mail support during City's working hours. The Consultant shall perform periodic check-ups and tune-ups several times a year to validate System performance.

Deliverables:
8.1 Two Year Warranty, Support, and Maintenance

Project Deliverables
KHA shall use the standard City software set forth below when preparing deliverables. KHA shall provide deliverables in the appropriate file format (by downloads and/or via e-mail) as follows:

- Microsoft Word or Adobe PDF – Word Processing
- Microsoft Excel – Spreadsheet
- Microsoft PowerPoint – Presentation Materials

The City shall provide comments in electronic format using the same software as outline above.

Optional Operational Support
Other services may be provided in support of the system, its operations or the communication infrastructure for the City as additional services. Authorization by City is required prior to beginning any of these tasks. Services that are not included in this contract, but that may be provided as additional services may include but are not limited to:

- Integration services for additional intersections
- Database population
- Additional intersection graphic configuration
- Communication troubleshooting and integration
- Corridor retiming
- Before and after studies that quantify improvement from deploying the System

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR *LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY* RIVERSIDE SUPERIOR COURT CASE RIC 524877

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500).

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for *Los Angeles Engineering, Inc. v. City of Moreno Valley* Riverside Superior Court Case RIC 524877.

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

BACKGROUND

In 2007, the Community Services District awarded a contract to Los Angeles Engineering to renovate the Moreno Valley Community Park soccer fields. Five

Contract Change Orders were issued for various changes in the scope of the work and as a result of weather delays. Los Angeles Engineering completed the project later than the allowed and refused to process the last three Change Orders. Los Angeles Engineering filed a claim and then a lawsuit in 2009 alleging extra work and extended overhead cost. Gibbs, Giden, Locher, Turner & Senet (GGLTS) were retained to defend the lawsuit and bring the cross-complaint against Los Angeles Engineering.

DISCUSSION

Gibbs, Giden, Locher, Turner & Senet were retained as outside counsel for this case. In January 2009, the City issued a Purchase Order using unencumbered project funds for general legal services for the Moreno Valley Community Park Soccer Field Rehabilitation. Due to the ongoing nature of the litigation, the current Purchase Order is not sufficient to continue the defense of the case and the pursuit of the cross-complaint. Increasing the Purchase Order would allow the City to retain GGLTS to reach a conclusion in the lawsuit. Three sources of funding were used for the project: a State of California grant, Park Improvement Development Impact Fees, and Quimby In-Lieu Fees. In order to use Park Improvement Development Impact Fees for a project, the City must establish a nexus between the development projects paying the fees and the facilities being financed with the fees and the service level to be provided by the facility. Because the soccer fields were expanded by more than 50%, it was reasonable to fund half of the project with Park Improvement Development Impact Fees. The lawsuit is a direct result of the rehabilitation and expansion of the soccer fields. The use of Park Improvement Development Impact Fees for the City to continue to defend the lawsuit and pursue the cross-complaint is established as the result of the project's construction activities. Therefore, the use of Park Improvement Development Impact Fees for legal services against a claim resulting from the Soccer Field Renovations' construction activities is reasonable.

ALTERNATIVES

1. This alternative will allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel to continue the litigation.

2. This alternative will not allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel and may affect the outcome of potential litigation.

FISCAL IMPACT

Staff requests that an appropriation from Park Improvement Development Impact Fees (Fund 205) in the amount of $100,000 be authorized to allow for the purchase order increase and subsequent payments to GGLTS. There is no impact to the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2011/2012 Budget (Account No. 461.65325) $100,000
Total Available Funds $100,000

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Due to the ongoing litigation with Los Angeles Engineering, Inc. over the Moreno Valley Community Park Soccer Field Rehabilitation Project, Staff recommends an appropriation of $100,000 from Parkland Development Impact Fees (Fund 205) to allow for an increase to the Purchase Order to Gibbs, Giden, Locher, Turner and Senet, LLP. This increase will allow for the continuing payment of legal fees and costs due to the litigation with Los Angeles Engineering.

ATTACHMENTS

None

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00110721

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: TRACT MAP 32707 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION
ONE BETTERWORLD CIRCLE, SUITE 300
TEMECULA, CA 92590

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-79 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 32707 is a 137-lot single family residential development to be constructed in the City of Perris just south of Moreno Valley's City limits, with a portion of Lasselle Street being improved within the City of Moreno Valley. The project was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, landscaping, and sewer work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $95,000 issued by Developers Surety and Indemnity Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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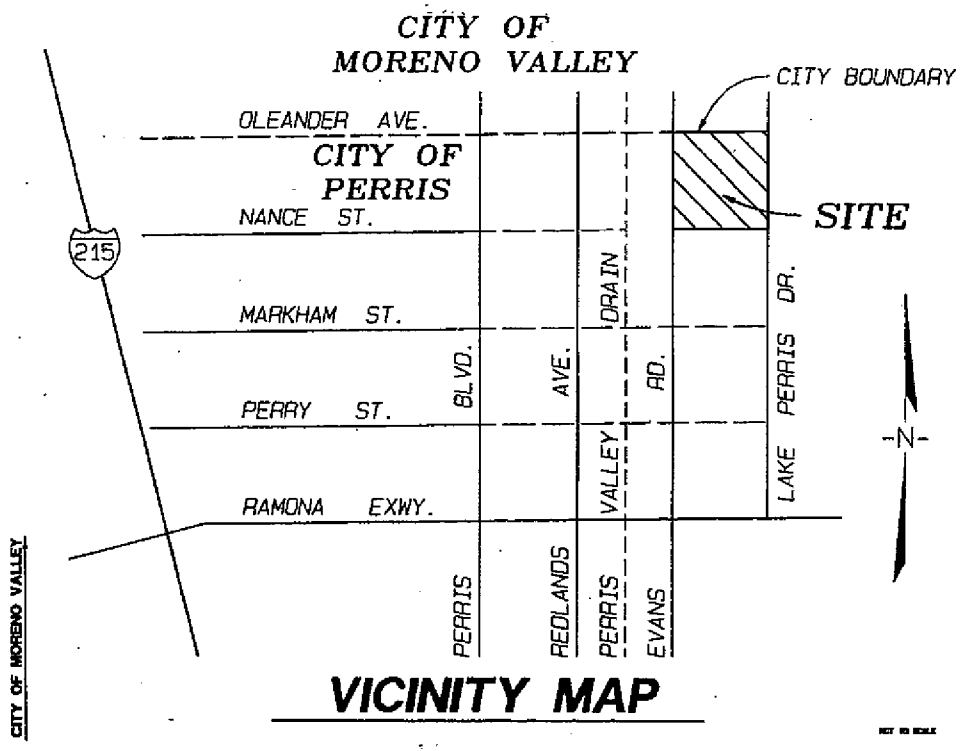

VICINITY MAP

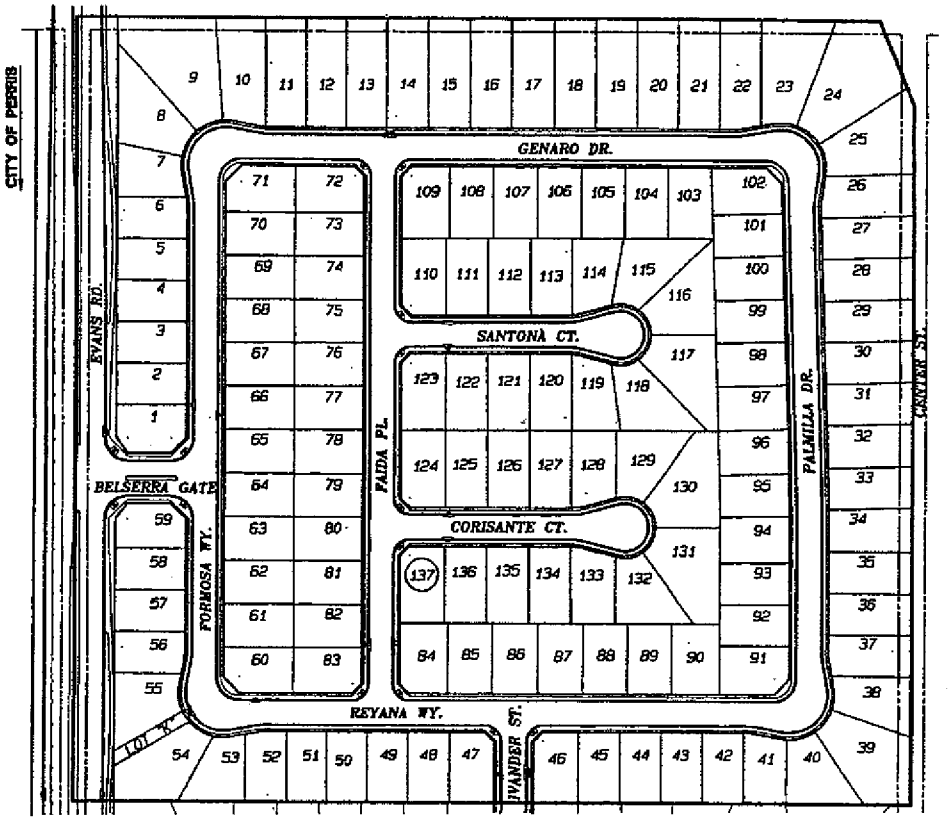

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** **EXHIBIT "A"**	**TRACT 32707** **VICINITY MAP**

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Item No. A.9

MV00110726

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MV00110727

RESOLUTION NO. 2011-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 32707 AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Redhawk Communities. on the portion of Lasselle Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 32707 and accept the portion of Lasselle Street associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Tract Map 32707 are complete, and the portion of Lasselle Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

EXHIBIT "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00110731

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract to Beador Construction Company, Inc. (Beador) and authorized the issuance of a purchase order in the amount of $243,960 for the 2011 Citywide Bridge Maintenance Program.

DISCUSSION

The 2011 Bridge Maintenance Program involved the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). Work on the remaining five (5) bridges included cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

At the time of preparation of this Staff Report, the project is anticipated to be complete by June 30, 2011. Subsequently, staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost will not exceed the approved purchase order amount of $243,960. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, and authorize the release of retention money to Beador thirty five (35) calendar days after the date of recordation of the Notice of Completion, and accept the improvements into the maintained road system. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is included in Fiscal Year 2010-2011 Capital Improvement Project Budget and is funded with Proposition 1B (Fund 226) monies. The funding for this project is restricted for transportation projects and cannot be utilized for other activities. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Contractor Construction Costs*	$244,000
Project Administration, Design, and Inspection	$45,000
Miscellaneous Costs	$2,000
Total Estimated Project Costs	**$291,000**

*Staff anticipates that Contractor Construction Costs will not exceed purchase order amount.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Beador is anticipated to complete the 2011 Citywide Bridge Maintenance Program project by June 30, 2011. The City Council is requested to authorize the Public Works Director / City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Beador, and accept the improvements into the City's maintained road system.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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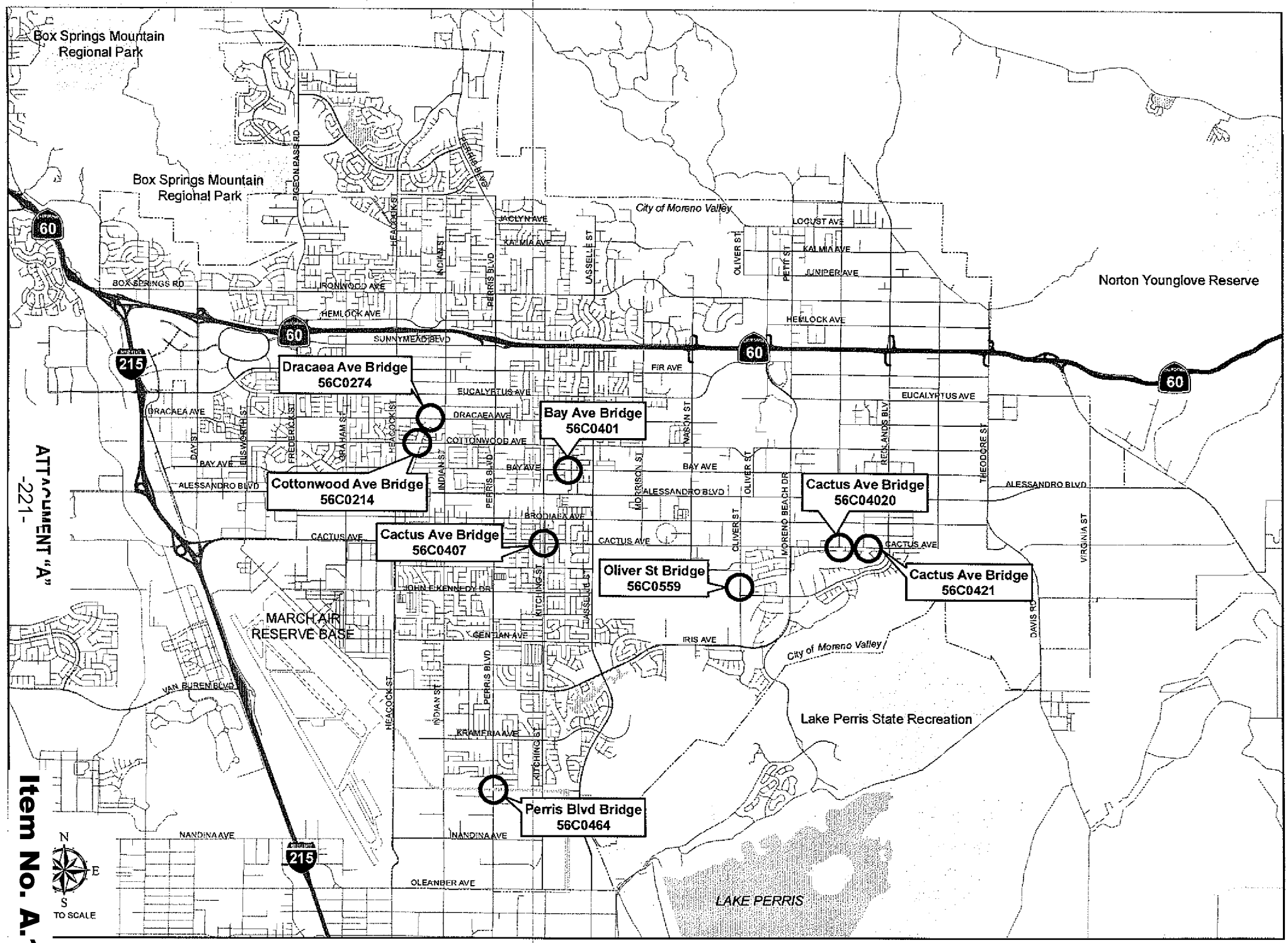

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

-221-

Item No. A.10

MV00110736

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MV00110737

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Community and Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date

of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

BACKGROUND

On June 22, 2010, the City Council awarded a contract in the amount of $706,716 to San Pedro Sign Company (SPESCO) and authorized the issuance of a purchase order in the amount of $812,724 for the construction of the Moreno Valley Auto Mall Freeway Pylon Sign.

DISCUSSION

The City and the Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase business advantageous by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The pylon sign is an integral element of the plan. The sign is located on the south side of the SR60 freeway, east of Moreno Beach Drive. This project replaced the existing aged and worn freeway sign with a new up-to-date high-tech two (2) sided sign that includes a larger video display. The sign is in conformance with the "Specific Plan No. 5 Sign," and is 31 feet wide and stand approximately 85 feet in height, as seen from the freeway.

At the time of preparation of this Staff Report, the construction of the pylon sign is anticipated to be completed at end of June 2010. Subsequently, Staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost is estimated at approximately $725,000 which does not exceed the approved purchase order amount of $812,724. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council and the Redevelopment Agency to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, authorize the release to retention money to SPESCO thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the pylon sign to the Moreno Valley Dealers Advertising Association. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public

Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will allow for timely payment to the Contractor and the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements, and delaying the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

FISCAL IMPACT

The Moreno Valley Auto Mall Improvements construction phase of this project is included in Fiscal Year 2010/2011 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). **These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2010/2011 Budget (Account No. 897.91725)..... $1,512,000

CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$725,000
Project Administration, Design Support, and Inspection Costs*	$ 46,000
Construction Support Services and Miscellaneous Costs	$ 15,000
Total Construction Related Costs	**$786,000**

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

SPESCO has completed the Moreno Valley Auto Mall Freeway Pylon Sign project. The City Council and the Community Redevelopment Agency is requested to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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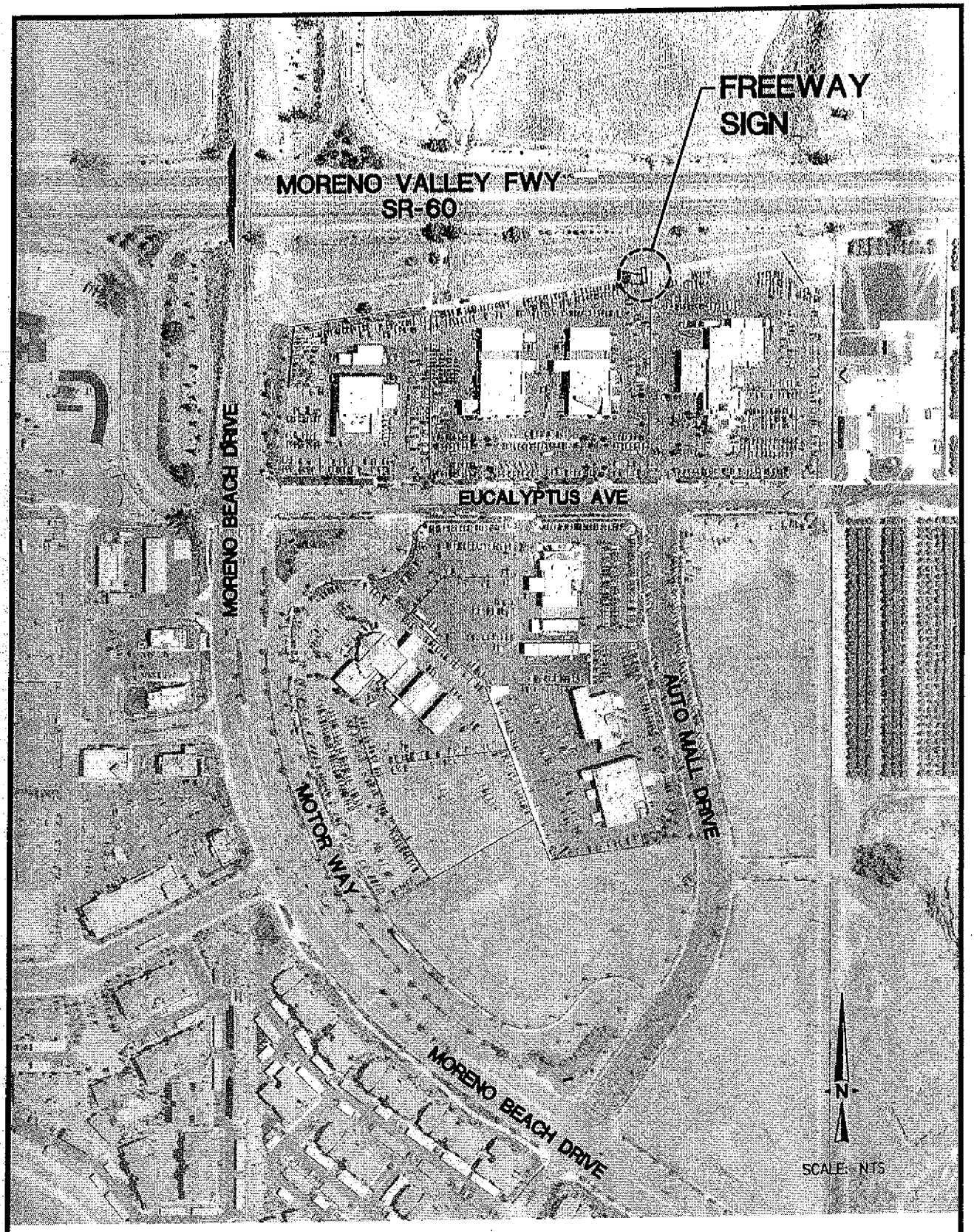
FREEWAY SIGN
MORENO VALLEY FWY
SR-60
MORENO BEACH DRIVE
EUCALYPTUS AVE
AUTO MALL DRIVE
MOTOR WAY
MORENO BEACH DRIVE
N
SCALE: NTS

VICINTY MAP

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MV00110743

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division.

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto.

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

BACKGROUND

On July 13, 2010, City Council approved a Project Agreement in the amount of $99,000 with OPC for a one year period.

DISCUSSION

Due to the vacant City staff "Senior Real Property Agent" position, as well as an increase in project related right of way activities, additional resources are necessary. As a temporary solution to assist in expediting the completion of projects, the Capital Projects Division seeks to extend their Project Agreement with OPC.

OPC staff has an excellent track record of providing right of way services for budgeted capital improvement projects including, but not limited to, Kitching Street Improvements, Day Street Improvements, and Lasselle Street Widening Improvements. In the upcoming fiscal year, OPC staff will continue to work on right of way for projects such as the Perris Boulevard from PVSD Lateral "B" to Cactus Avenue Improvements, Perris Boulevard from Ironwood Avenue to Manzanita Avenue, acquisition of property for the future Industrial Fire Station and Fire Station No. 65, and other budgeted capital projects as assigned.

Staff recommends issuing an increase to the purchase order and executing the "First Amendment to Agreement for Professional Consultant Services" with OPC for a continuation of their services. The purchase order increase for $85,000 allows for additional right of way services by the in-house consultant staff on an as-needed basis with a revised contract expiration date of December 31, 2012.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, do not authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and do not authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The "Project Agreement for Professional Consultant Services" with OPC will be fully expended in September 2011. This First Amendment increases the purchase order by $85,000 to extend the as-needed temporary professional staffing services to December 31, 2012. Adequate funding is provided through the various budgeted capital improvement projects assigned to the temporary staff. The agreement provides the City

the ability to terminate the agreement by giving at least ten days written notice to the consultant.

As costs are incurred against this purchase order, the expenditures will be transferred to the capital projects for which services were performed. The anticipated associated costs for the purchase order increase will be funded through DIF Arterial Streets (Fund 416), TUMF Capital Projects (Fund 415), Fire Station Funds (Fund 434), and Measure "A" (Fund 125):

Perris Boulevard from PVSD Lateral "B" to Cactus Avenue (416.78526)..... $30,000
Perris Boulevard from Ironwood Avenue to Manzanita Avenue (415.78726)..... $29,000
Industrial Fire Station (434.67930)..... $11,000
Fire Station No. 65 (434.72526)..... $11,000
Highland Fire Station (434.67830)..... $4,000
Total..... $85,000

These funds are restricted to Capital Improvement Projects and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

Due to the need for in-house right of way services on a variety of projects, the "First Amendment to Agreement for Professional Consultant Services" with OPC is necessary to continue the temporary professional staffing services for the Capital Projects Division. Staff recommends that the City Council authorize the execution of the Amendment and increase to the purchase order to OPC in the amount of $85,000.

ATTACHMENTS

Attachment "A" – First Amendment to Project Agreement for On-Call Professional Consultant Services

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FIRST AMENDMENT TO PROJECT AGREEMENT
FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES
VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Overland, Pacific and Cutler, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT for ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 22, 2010.

Whereas, the Consultant is providing Consultant Real Property and Right of Way Services for Various Projects of the Capital Projects Division (and other Divisions as needed).

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 13, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as Exhibit "A" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended to December 31, 2012.

FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES

1.2 Exhibit “B” to the Project Agreement is hereby amended by adding to the scope of work section described in Exhibit “A”, entitled "Consultant Proposal.”

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B”, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $85,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “B”.

1.5 The total “Not to Exceed” fee for this contract is $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley	Overland, Pacific and Cutler, Inc.
BY: _____ City Manager	BY: _____
DATE: _____	TITLE: _____ (President or Vice President)
	BY: _____
	TITLE: _____ (Corporate Secretary)

Attachments: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

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Revised Dec 2010

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MV00110751

OVERLAND PACIFIC & CUTLER, INC.
www.OPCservices.com
2280 Market Street, Suite 340, Riverside, CA 92501
phone: (951)683-2353, fax: (951)683-3901

June 13, 2011

Ms. Kimberly Jester
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RE: Continuation of In-House Right of Way Consulting Services 2011

Dear Ms. Jester:

In response to your request, Overland, Pacific & Cutler, Inc. (OPC) is pleased to present the City of Moreno Valley with this brief fee proposal for the continuation of in-house staffing services under our existing Professional On-Call Services Agreement.

OPC is proposing to continue with the existing arrangements and will assign Mr. Michael Green to the City for another one (1) year term beginning January 1, 2012 and expiring December 31, 2012. Mr. Green will be working at a rate of $105 per hour, Tuesdays and Thursdays, from 8:00 AM to 5:00 PM. At 16 hours per week for the year, we estimate the total annual cost to be $87,360, plus any reimbursable expenses pursuant to the Professional On-Call Services Agreement. Should the actual hours increase or decrease over the coming year, the estimated cost will adjust accordingly.

Should you have any questions or would like to discuss further, please do not hesitate to call me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

Joey Mendoza, SR/WA
Principal/Vice-President

EXHIBIT "A"

Item No. A.12

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MV00110753

COST SUMMARY

1. The Consultant's compensation shall not exceed $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

EXHIBIT "B"

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MV00110755

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 12, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $1,768,222.35 to Riverside Construction Company, Inc., for the Ironwood Avenue improvements from Day Street to Barclay Drive. The project construction work began on December 6, 2010.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company, Inc. by July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $1,675,000 which is not expected to exceed the approved purchase order amount of $1,768,222.35. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally consisted of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane, which included concrete curb, gutter, and sidewalk covering approximately 1,600 linear feet. Improvements included approximately 1,402 feet of new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline east of Athens Drive, a masonry block retaining wall along the southerly right of way line between Day Street and Athens Drive, storm drain improvements in Ironwood Avenue at the intersection of Athens Drive, a traffic signal modification at Day Street and Ironwood Avenue, a new traffic signal at Athens Drive and Ironwood Avenue, street lighting, and interconnect improvements. The modifications facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. Ironwood Avenue becomes Box Springs Road just west of Day Street.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion

within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Ironwood Avenue improvements from Day Street to Barclay Drive were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). In accordance with the terms of the Reimbursement Agreement, EMWD deposited $100,273 to pay for its portion of the waterline being upsized and relocated within Ironwood Avenue through fund 414 (Account No. 414.80422); this amount may be adjusted based on final construction costs for this portion of the work. The funds utilized for this project are designated for capital improvements for the Ironwood Avenue improvements project and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91727)	$2,585,000
Fiscal Year 2010/2011 (Account No. 414.80422)	$150,000
Total Budgeted Funds	$2,735,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	**$1,675,000**

Design Support Costs during Construction	$60,000
Construction Geotechnical Services	$30,000
Construction Survey Services	$30,000
Project Administration and City Inspection*	$80,000
SCE Costs (Utility, Streetlights, and Permits)	$32,000
Total Project Construction Costs	**$**1,907,000

*Public Works staff provided project administration and primary inspection services. Additional consultant inspection support was provided for supplemental inspection.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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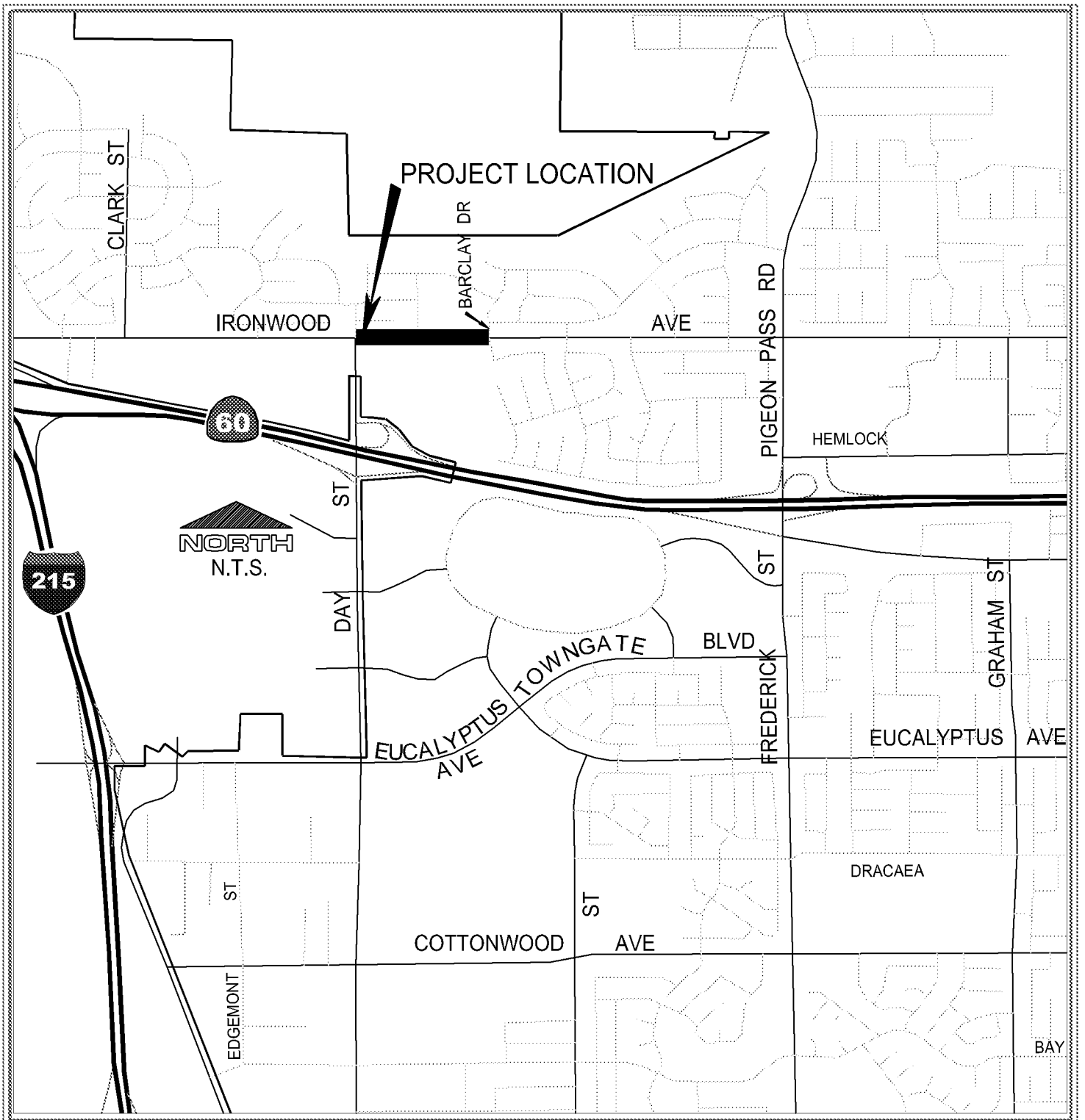

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Attachment "A"

Ironwood Avenue Improvements,
From Day Street to Barclay Drive
Project No. 10-41570027

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MV00110761

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 26, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $207,299 to SoCal Engineers, Inc., for the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east). The project construction work began on January 24, 2011.

DISCUSSION

Staff anticipates that all work will be completed by SoCal Engineers, Inc. in July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final construction cost will be approximately $205,000 which is not expected to exceed the approved purchase order amount of $207,299. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion after the Public Works Director/City Engineer accepts the improvements as complete with the County Recorder, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally involved the installation of a new traffic signal at the intersection of Sunnymead Ranch Parkway and Village Road (east). The work also included the removal and construction of new asphalt concrete pavement, curb and gutter, sidewalk, access ramps, interconnect conduit, and a residential driveway approach, as well as restriping of the intersection, and the installation of signage.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the

improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

The traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east) were included in the Fiscal Year 2010/2011 budget, and financed by DIF Traffic Signal Capital Projects (Fund 417). The funding for this project is restricted to traffic signal capital improvements and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 417.79229)	$249,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Cost	$205,000
Construction Surveying Cost	$2,000
Construction Geotechnical Cost	$2,000
City Furnished Equipment	$19,000
Project Administration and Inspection Services	$21,000
Total Project Construction Costs	**$249,000**

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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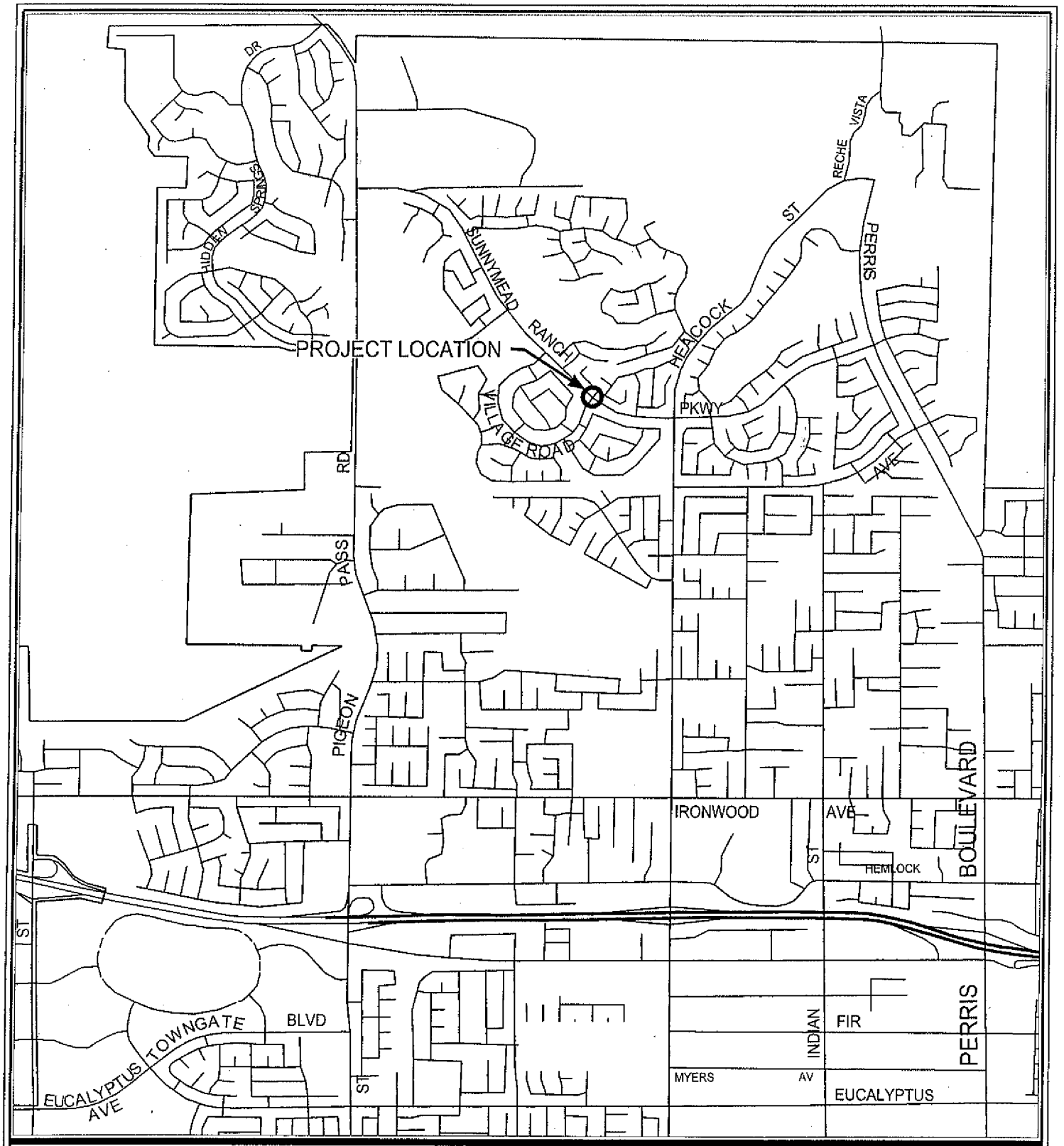

ATTACHMENT "A" - LOCATION MAP

Public Works Department Capital Projects Division	PROJECT NO. 10-41779229 TRAFFIC SIGNAL AT SUNNYMEAD RANCH PKWY AND VILLAGE RD (EAST)
Scale: None	
THOMAS GUIDE - PAGE 687, SECTION D6	

Item No. A.14

MV00110766

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MV00110767

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On May 25, 2010, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,912,608.76 to Hillcrest Contracting, Inc. The work consisted of the construction of street, signing, striping, waterline, utility relocation, and other related road improvements on Day Street between Alessandro Boulevard and Cottonwood Avenue. The City issued a Notice to Proceed to Hillcrest Contracting, Inc. to start work on July 13, 2010.

On February 22, 2011, City Council and the Community Redevelopment Agency were informed that a design error was discovered pertaining to the design and construction of a portion of the street curb and gutter tied to a cross gutter to facilitate surface drainage, located on a short segment of the northerly end of Day Street, just south of Cottonwood Avenue. City Council also authorized an increase of the Purchase Order to a total amount of $2,104,608.76.

Staff is diligently working to resolve the drainage issue independently of this construction contract as part of a second phase of improvements for Day Street. This second phase, Storm Drain Improvements on Day Street South of Cottonwood Avenue, is included in the Fiscal Year 2011–12 CIP, which City Council adopted on June 14, 2011.

DISCUSSION

Hillcrest Contracting, Inc. completed all construction work per the plans and specifications in April 2011. In accordance with the contract documents, however, the date of acceptance of the work for this project by the City Council is contingent upon the satisfactory conclusion of the 90 day maintenance period, which is scheduled for the end of July 2011.

Staff is in the process of negotiating the final Contract Change Order and anticipates the final contract cost will be approximately $1,953,000.00 which does not exceed the approved purchase order amount of $2,104,608.76. Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice

of Completion. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Budget and is financed by RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897). **These funds have been allocated for the Day Street from Alessandro Boulevard to Cottonwood Avenue Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

FISCAL YEAR 2010-2011 BUDGETED FUNDS (ACCOUNT NO. 897.91724):
RDA 2007 Tax Allocation Bonds (TABS) $2,413,377

FINAL CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	$15,000
Anticipated Contractor Construction Costs	$1,953,000
Construction Geotechnical Services	$15,000
Construction Survey Services	$45,000
Construction Inspection Services	$12,000
Project Administration and City Inspection	$90,000
Total Project Construction Costs	$2,130,000

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hillcrest Contracting, Inc. completed construction of the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue at the end of April 2011 and, anticipating the successful completion of the 90 day maintenance period, the project will be complete at the end of July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Lorenz R. Gonzales, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community &Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\CC Reports\NOC Staff Report (CC 07-12-11)\Staff Report - NOC Day Street (CC 07-12-11) Revised 062711.doc

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MV00110773

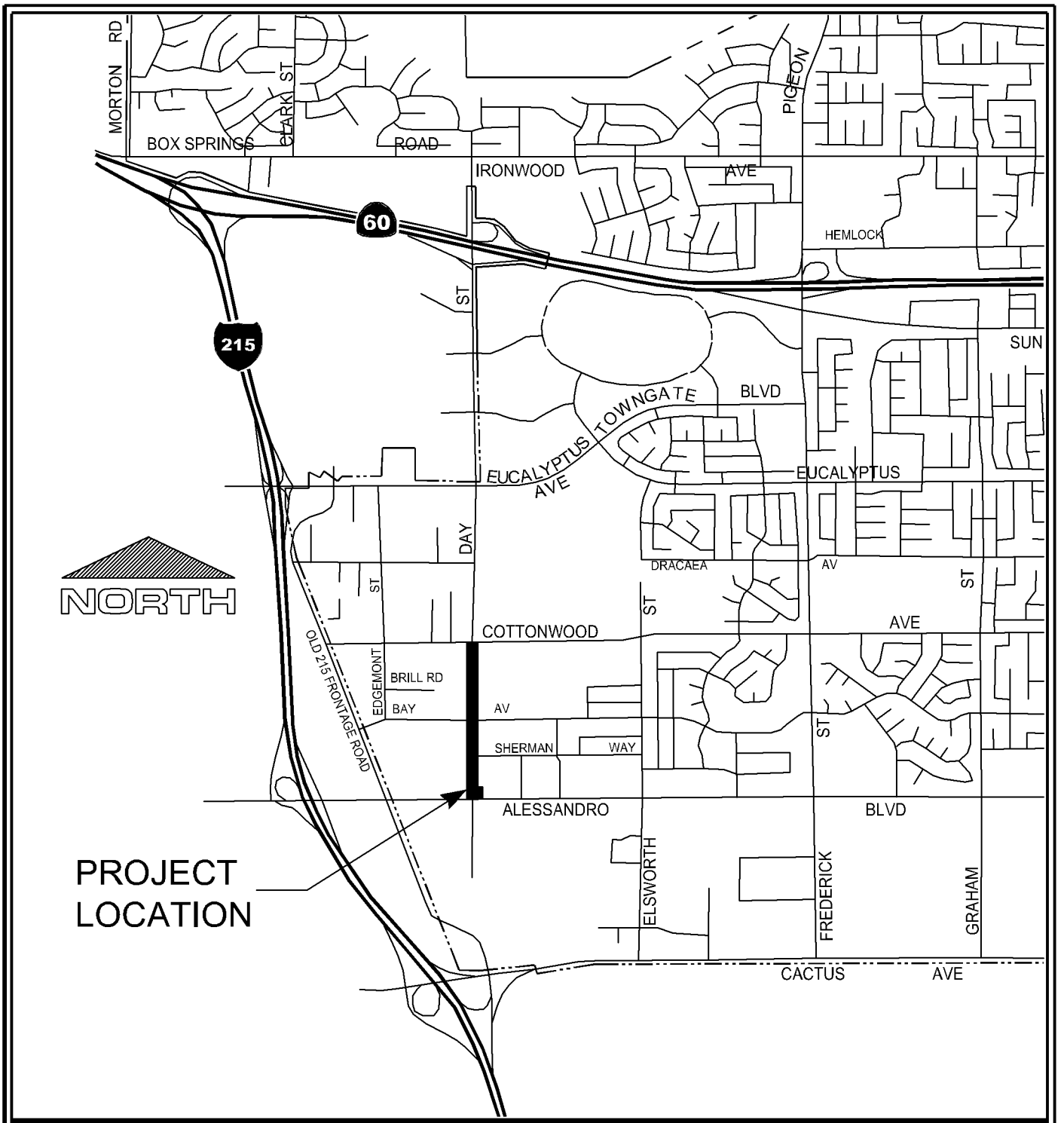

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

STREET IMPROVEMENTS FOR DAY STREET
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920

Item No. A.15

MV00110774

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MV00110775

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: July 12, 2011

TITLE: RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On April 12, 2005, Moreno Valley City Council adopted Resolution No. 2005-30, authorizing the City Manager, Assistant City Manager and the Public Works Director/City Engineer to execute documents on behalf of the City of Moreno Valley for the purpose of obtaining federal and state financial assistance.

California Emergency Management Agency has required that Moreno Valley City Council adopt a new resolution in place of Resolution No. 2005-30, designating and authorizing City officials to execute applications and documents.

DISCUSSION

To apply for and receive disaster relief and other financial funding offered under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and/or under the California Disaster Assistance Act, the City of Moreno Valley must designate City officials who are authorized to execute applications and documents on behalf of the City. Resolution No. 2011-xx rescinds Resolution 2005-30 and authorizes the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer to execute documents on behalf of the City.

ALTERNATIVES

1. Adopt the proposed amended Resolution re-designating and authorizing signature authorities to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act. **Staff recommends this alternative.**

2. Do not adopt the proposed Resolution. This alternative would prevent the City from receiving disaster relief and other financial funding.

3. Provide staff with further direction.

FISCAL IMPACT

Without a new Resolution, the City would not be eligible to receive disaster relief and other financial funding.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of the Council Agenda.

ATTACHMENTS/EXHIBITS

Exhibit “A” - Proposed Resolution

Prepared By:
Name LeAnn M. Coletta, CEM
Title Office of Emergency Management Program Manager

Department Head Approval:
Name Steve Curley
Title Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00110779

RESOLUTION NO. 2011-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RESCINDING RESOLUTION NO. 2005-30, AND RE-DESIGNATE AND AUTHORIZE CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

WHEREAS, Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, requires a signature resolution designating and authorizing certain city officials to execute applications and documents necessary to obtain financial assistance; and

WHEREAS, the City Council of the City of Moreno Valley heretofore adopted Resolution No. 2005-30, designating and authorizing certain city officials to execute said applications and documents; and

WHEREAS, the California Emergency Management Agency has required that the Moreno Valley City Council update Resolution No. 2005-30 in order to be eligible for financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

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

1. That the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer, is hereby authorized to execute for and on behalf of the City of Moreno Valley, a local government established under the laws of the State of California, applications and other related documents for filing in the California Emergency Management Agency for purpose of obtaining financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

2. That the City Council of the City of Moreno Valley, a local government established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00110783

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis.

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto.

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

BACKGROUND

On September 14, 2010, City Council approved an "Agreement for On-Call FY 10/11 Project Management Services" with VAS Associates, Inc. for $285,000 for various projects of the Capital Projects Division.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

VAS will serve as the Project Manager for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. These fast-tracked projects are part of the April 26, 2011 City Council approved Economic Development Action Plan. Furthermore, VAS will continue to work in the capacity of Consultant Project Manager for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue, which is anticipated to begin construction in the fall of 2011.

VAS currently provides Consultant Project Management services to the City for several design and construction projects under an existing professional consultant service contract. This action is necessary due to on-going heavy workload and shortage of qualified, experienced, and knowledgeable Project Managers to complete budgeted capital improvement projects funded by various revenue sources as depicted in the FY 11/12 CIP budget.

VAS staff possesses a unique combination of skills as well as 30-plus years of industry experience. Their in-depth knowledge of the Public Contract Code, Green Book Specifications, and public works contracting practices, coupled with a vast network of contacts and experience with various Riverside County regional agencies has contributed to the successful execution of many complex public works projects. Two of the projects completed for the City by VAS staff received the Project of the Year Award from the American Public Works Association, Southern California Chapter.

VAS has a long-standing and proven track record of managing high-profile construction projects that are completed on time and within budget. Within the recent past, VAS has successfully completed the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard, which improved 2,800 linear feet of roadway segment to its General Plan width of four (4) travel lanes; the Lasselle Street Widening project, the widening of a one-mile stretch of roadway to its ultimate General Plan width of four (4) travel lanes; and the 2011 Citywide Bridge Maintenance Program, a project that repaired eight (8) bridges within the City. Previously, VAS constructed Pigeon Pass Road Widening, which completed improvements for missing segments of a two-mile section of roadway. VAS successfully completed several traffic signal construction projects such as the traffic signals at Cottonwood Avenue and Pattilynn Drive, Lasselle Street and Bay Avenue, and Lasselle Street and Cottonwood Avenue.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all

parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, do not authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and do not authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

The current Agreement for Professional Consultant Services with VAS will be fully expended in by late 2011/early 2012. This new amendment to agreement in the amount of $312,000 is for on-going services throughout the anticipated duration of the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. The new agreement termination date is June 30, 2013. Adequate funding is provided through the various budgeted capital improvement projects assigned to the consultant. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Avenue budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Amendment to Agreement for Professional Consultant Services will be funded through TUMF Capital Projects (Fund 415).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$196,000
Perris Boulevard Widening (Account No. 415.70225)	$116,000
Total	**$312,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for additional temporary project management consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, the First Amendment to Agreement for Professional Consultant Services with VAS is necessary to extend temporary professional staffing services to the Capital Projects Division. Staff recommends issuance of a purchase order to VAS in the amount of $312,000.00.

ATTACHMENT

Attachment "A" – First Amendment to Project Agreement for On-Call Project Management Services for Various Projects of the Capital Projects Division

Prepared By:
Kimberly Jester
Consultant Contract Administrative Assistant

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

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FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and VAS Associates, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT FOR ON-CALL FY 10/11 PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION," hereinafter referred to as "Agreement," dated September 21, 2010.

Whereas, the Consultant is providing consultant Project Management services for budgeted Capital Improvement Plan (CIP) projects of the Capital Projects Division.

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 14, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A -- First Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended from March 31, 2012 to June 30, 2013.

1.2 Exhibit “B” to the Project Agreement is hereby amended by adding to the scope of work section described in Exhibit “A” -- First Amendment, entitled "Consultant Proposal."

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B” -- First Amendment, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $312,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “A” - First Amendment.

1.5 The total “Not to Exceed” fee for this contract is $597,000 ($285,000 for the original Agreement plus $312,000 for the First Amendment to Project Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

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

City of Moreno Valley

BY: _____
City Manager

DATE: _____

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

VAS Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Attachment: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

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Revised Dec 2010

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MV00110791

VAS Associates, Inc.
571 Ruth Circle
Corona, CA 92879-8088
(951) 314 2288
Viren50@hotmail.com

June 14, 2011

Prem Kumar, PE
Deputy Public Works Director/Assistant City Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Annual On-Call Professional Consultant Services-Project Management for Capital Improvements. Expansion of Services.

Dear Mr. Kumar:

VAS Associates, Inc. (VAS) is pleased to submit this proposal that expands services based on our recent discussions that identified needs of Capital Projects Division of Public Works Department based on recently adopted new set of priorities for the division in accordance with the following:

A) It is our understanding that previous assignment to VAS as identified in VAS letter dated August 2, 2010 to the City has now been expanded/revised to include the following projects:

- Design, Right of Way, Utilities Relocations and Construction phases for Perris Boulevard Widening from Ironwood to Manzanita Project.
- Completion of PS&E, Utilities Coordination and Construction phases for Cactus Avenue widening from Lasselle Street to Nason Street project.
- Completion of PS&E, Utilities Coordination and Construction phases for Nason Street improvements from Iris Avenue to Cactus Avenue project.
- Close out of 2011 Citywide Bridge Maintenance Program project.
- Completion of PS&E and Major Utilities Relocations for Kitching Street Improvements-Phase II from Gentian to Cactus project.
- Completion of PS&E including Utilities Relocation design for Reche Vista Drive Realignment project.

B) Our staff hourly billing rate will be $120/Hour. Standard Work Week will be based on a 40 Hours/Week.

C) VAS services are requested at least until June 30, 2013 to ensure completion of the above-mentioned project assignments.

D) All other terms of the "Agreement for Annual On-Call Professional Consultant Services – Project Management for Capital Improvements" between the City of Moreno Valley and VAS will remain in force.

We look forward to continue to provide quality project management services to the City of Moreno Valley. If you have any questions, please do not hesitate to contact me at 951.314.2288.

Sincerely,

Viren Shah, PE
Principal

COST SUMMARY

1. The Consultant's compensation shall not exceed $597,000 ($285,000 for the original Agreement, plus $312,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of invoice.

EXHIBIT "B"

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MV00110795

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto.

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties.

BACKGROUND

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require

dedicated, knowledgeable, and efficient support with experience in assisting with these types of projects.

The Capital Projects Division currently receives Consultant Administrative Specialist services for several design and construction projects under an existing professional consultant service contract with RLZ Engineering, Inc. which is anticipated to be fully expended shortly. The key individual with RLZ Engineering, Inc. will be moving over to DMC Design Group, Inc. (DMC) and proposes to provide similar services through a new agreement with DMC.

Consultant staff will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with coordinating weekly meetings, permit and license processing, utility coordination, tracking consultant, vendor, and contractor progress, ensuring contract requirements are met, processing agreements and amendments, writing purchase requisitions and change orders, processing invoices for payment, labor and DBE compliance, as well as construction legal requirements.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes proficient review of certified payroll and vast knowledge of Department of Industrial Relations requirements, long-standing and proven history of processing contractor payments within 30 days including dealing with Stop Notices and release of retention in line with City financial and accounting procedures, understanding of the public bidding procedures and contract administration per the Public Contract Code, as well as processing Stop Notices and fulfilling Public Records requests in coordination with the City Clerk's Office. The Consultant staff has five years experience in Capital Projects and an additional five years experience in the construction engineering field for the private sector.

Consultant staff has a long-standing and proven track record of providing administrative support to on-time and on-budget projects such as the Lasselle Street Widening, Kitching Street Phase I Improvements, and the last two cycles of the Annual Bridge Maintenance Program. In addition to the services provided for the Cactus Avenue and Nason Street projects, the consultant staff will assist with the contract administration, accounting, invoice processing, as well as the development of the Five-Year CIP Budget for other approved projects on an as-needed basis.

The consultant staff will work on a full-time, 36-hour per week schedule. The Agreement termination date is June 30, 2013. DMC has acknowledged the current economic downturn that the City faces, and has reduced the hourly rate by approximately 2%.

ALTERNATIVES

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted

Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and do not authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

This proposed "Agreement for Professional Consultant Administrative Services" with DMC in the amount of $139,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$80,000
Perris Boulevard Widening (Account No. 415.70225)	$40,000
Moreno Beach Widening (Account No. 416.83428)	$7,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$139,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant administrative services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Agreement for Professional Consultant Administrative Services with DMC Design Group, Inc. Staff also recommends issuance of a purchase order to DMC in the amount of $139,000.00.

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Administrative Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File
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AGREEMENT FOR PROFESSIONAL
CONSULTANT ADMINISTRATIVE SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, Inc., a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Scope of Work) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES

DESCRIPTION OF PROJECT

1. The project involves temporary administrative services for the Capital Projects Division associated with applicable capital improvements. The work will include administrative and accounting support services and other project-related duties as assigned.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Scope of Services shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$139,000** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on June 30, 2013 unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth herein.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City

acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform

their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits

hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and

agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors

and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Scope of Work
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**

2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.

3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

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Revised 10/13/09

EXHIBIT "D"

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MV00110813

SCOPE OF WORK

Contract Administration Specialist

The Contract Administration Specialist is responsible for working with appropriate technical staff in overseeing, coordinating, administrating, and managing public works projects. The Contract Administration Specialist shall provide necessary services to assist technical staff on capital improvement projects in various phases of design and construction. Typically, these projects involve street, storm drain, traffic signal, and public facility improvements.

Duties consist of compiling, administering, and monitoring public works contracts and projects; administering project budgets; coordinating and mailing RFP's, addendums and documents for bidding; performing vendor solicitations; organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes; coordinating and scheduling required inspections, surveys and geotechnical tests; monitoring and updating project schedules; obtaining necessary permits; tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims; coordinating project website development; researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations; maintaining detailed project files and preparing project status reports; reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures. The Specialist will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.

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MV00110815

June 15, 2011

Prem Kumar, PE
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Temporary Staffing for Professional Administrative Consultant Services

Dear Mr. Kumar:

DMC Design Group, Inc. is pleased to submit this proposal for Temporary Staffing for Professional Consultant Services for the City of Moreno Valley.

Kimberly Jester is currently providing Consultant Contract Administrative Specialist services through an agreement with RLZ Engineering, Inc. Ms. Jester has provided these services through RLZ as well as a City employee since October 2006. As of September 1, 2011, Ms. Jester proposes to begin performing through DMC Design Group, Inc. (DMC).

Scope of Services and Fees:

Ms. Jester will provide consultant administrative specialist services, on a full-time (36 hours per week) basis at a rate of $61.00 per hour (inclusive of all miscellaneous reimbursable expenses, such as mileage, mobile phone calls, etc.) or at Not to Exceed Fee of $139,000 for approximate fifteen months of service. Authorized work beyond normal 36 hours workweek will also be billed at $61.00 per hour.

Fees will be invoiced monthly based on actual time expended. Payment will be based on actual time expended in furnishing authorized professional services during the preceding calendar month and will include an hourly cost breakdown of assigned project numbers.

If you have any questions regarding this proposal, please contact me at 951.549.8100.

Sincerely,

Donna A. Cosper

Enclosure: Kimberly Jester Resume

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MV00110817

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@ hotmail.com 858.775.9318

EXPERIENCE

2008 - Present **City of Moreno Valley** ***Contract Administration Specialist, RLZ Engineering, Inc.***
2006 2008 **City of Moreno Valley** ***Management Assistant, City Staff***

- Prepare project-specific expenditure analyses; including routine review of reports to ensure available budget versus expenditures balance.
- Develop and utilize spreadsheets, databases and other computer applications to assist with assigned studies, projects and reports.
- Perform analytical and administrative assignments in connection with preparation and management of division budgets and grant-funded programs.
- Perform administrative, management, program and other analysis assignments in accordance with established procedures and practices.
- Write contracts for services and goods for approval by Department Head through City Manager approvals.
- Prepare and process purchase requisitions and change orders for services and goods for approval by Department Head through City Manager approvals.
- Process contractor and service invoices for payment; including detailed review and analysis of invoice to ensure that charges are correct and consistent with work done.
- Review certified payroll reports for construction projects.
- Write staff reports for presentation to City Council.
- Review, edit and proofread other staff members' reports for presentation to City Council.
- Prepare exhibits and attachments for staff reports, with high attention to the accuracy of detailed data from multiple sources.
- Conduct research, analyze data and draft policy and procedure documents to address identified needs and issues

2003 - 2006 **Masson & Associates, Inc.** ***Operations Manager***
Civil Engineering and Land Surveying Firm

- Create, write, edit and enforce standard operating procedures managing daily operations and the activities of administrative personnel including standard operating procedures for all business correspondence.
- Engage in promoting good will for the company by writing or selecting favorable publicity material and releasing it through various communications media.
- Research market conditions in local, regional, or national areas to determine potential sales of services.
- Provide training and assistance on a daily basis to ensure proper procedures are followed.
- Proofread and edit all business correspondence, checking for grammatical, punctuation, style and formatting errors.
- Provide quality assurance reviews of all marketing materials.
- Ensure all technical documents such as Due Diligence Reports are free of any typographical, grammatical, and punctuation errors.
- Write, edit, place and track job advertisements.
- Write, edit and format Corporate Statement of Qualifications and routinely revise based on target client.
- Responsible for maintaining updated database of all departmental job descriptions for existing positions and creating new ones for new position.
- Assist in the analysis of data from survey sources to determine salary competitiveness.
- Maintain electronic and manual employee benefits records for employees.
- Maintain employee manual and update as needed to ensure compliance.
- Suggest advertising placement.
- Organize special events.

Exhibit B-2

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@ hotmail.com 858.775.9318

1998-2003 **Mentus, *Office Manager***
Biotechnology Marketing Firm

- Proofread and edited all written material.
- Provided administrative support to five partners.
- Assisted with the dissemination of press releases four times monthly.
- Assisted media buyer with preliminary calls to publications for mechanical specifications, ad rates and editorial calendars.
- Assisted in creation of media plans.
- Assisted in client and product naming on a project basis.
- Coordinated travel for five employees, including CEO and Vice President of Creative, on a monthly basis.
- Organized special events for employees, clients and vendors, including, but not limited to annual holiday party for more than 60 guests.
- Created FileMaker Pro databases for prospecting new clients, travel coordination, and directory sales.
- Organized direct mailings to over 1,000 contacts.
- Facilitated, in conjunction with CFO, accounts payable and receivable, deposits, and the collection of past due accounts.
- Conducted ongoing Internet research for competitors of 30-plus current clients as well as researched industry trends.
- Coordinated weekly direct mailings to prospective clients for marketing team.
- Conducted orientation and training of newly hired employees.
- Updated Media Map and Online Media Atlas databases (web based data management program).

Education

San Diego State University, San Diego, CA

- Certification in Event and Meeting Planning
- Certification in Strategic Marketing in Action

University of San Diego, San Diego, CA
Sarah Lawrence College, Bronxville, NY

Professional Training Seminars

- Effective Proofreading and Business Writing, SkillPath Seminars
- Winning Proposals and Presentations, PSMJ
- Notary Public, State of California through 2010
- Strategies for Public Sector Contracting, Metropolitan Water District/San Diego County Water Authority
- Navigating the Maze of Leaves of Absence, Strategic HR
- Improving Employee Performance through Coaching, Strategic HR
- How to Manage the Front Desk, Skill Path Seminars

Computer Skills

Microsoft Office (including Project 2003, Publisher, Word, Excel, Outlook, PowerPoint), Adobe Acrobat, Internet, JD Edwards OneWorld

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

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MV00110821

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.
4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

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Revised 10/13/09

EXHIBIT "D"

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MV00110823

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto.

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

BACKGROUND

On July 8, 2008, the City Council approved the "Agreement for Professional Consultant Services" with SA in the amount of $350,000 for temporary professional consultant services for the Capital Projects Division. On February 10, 2009, City Council approved the "First Amendment to Agreement for Professional Consultant Services" with SA for an additional $350,000. On November 11, 2009, the City executed the "Second Amendment to Agreement for Professional Consultant Services" with SA for a time extension only. On November 18, 2010, the City executed the "Third Amendment to Agreement for Professional Consultant Services" with SA for an additional time extension, extending the termination date of the contract to December 31, 2011.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require dedicated, knowledgeable, and efficient technical engineering support with experience in assisting with these types of projects.

SA Associates staff, in the capacity of in-house technical consultant, will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with mapping including plot preparation and reproduction, preparation of project schedules, utility coordination, and other technical engineering related tasks as necessary for the successful completion of the projects. Such technical services will be rendered for other funded CIP projects on an as-needed basis.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes extensive designing and drafting utilizing Auto Cad 3D Civil software, preparation of legal descriptions, plats, and boundary closures in coordination with right of way agents, and preparation of engineering cost estimates for multiple uses including the Development Impact Fee (DIF) Nexus Study Report. In addition, consultant staff has been integral in the securing of $1.3 million in grant monies including $900,000 for the Highway Safety Improvement Program (HSIP), $170,000 for the Bicycle Transportation Account (BTA), and $254,000 for the Safe Routes to School Program (SR2S).

The consultant staff has a long-standing and proven track record of providing exceptional support to projects such as the School Walkway Infill, Public Safety Building Tenant Improvements and Expansion, Emergency Operations Center construction, and Iris Street Improvements. The consultant staff also provides technical services for the 5-year Capital Improvements Plan (CIP) and will continue to assist with the design of Street Improvement Program (SIP) and Citywide Annual Pavement Resurfacing Program Plans.

The consultant will work on a full-time, 36-hour per week schedule. The Agreement termination date is extended to June 30, 2013.

ALTERNATIVES

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and authorize a Change Order to increase the

Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and do not authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The current Amendment to the Agreement for Professional Consultant Services will be expended by September 2011. This proposed "Fourth Amendment to Agreement for Professional Consultant Services" with SA in the amount of $185,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The new agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$75,000
Perris Boulevard Widening (Account No. 415.70225)	$32,000
Perris Boulevard Widening (Account No. 415.70125)	$32,000
SR 60 Nason and Moreno Beach Improvements (Account No. 415.70024)	$24,000
Moreno Beach Widening (Account No. 416.83428)	$10,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$185,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Fourth Amendment to Agreement for Professional Consultant Services with SA Associates, Inc. Staff also recommends issuance of a purchase order to SA in the amount of $185,000.00.

ATTACHMENT

Attachment "A" - First Amendment to Agreement for Professional Consultant Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

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FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **SA Associates, Inc.**, a California corporation hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 29, 2008.

Whereas, the Consultant is providing professional consultant services for various projects of the Capital Projects Division.

Whereas, the Agreement was amended on February 10, 2009 to extend the professional consultant services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 11, 2009 to extend the termination date for professional consultant services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 18, 2010 to extend the termination date for professional consultant services in the Third Amendment to Agreement for Professional Consultant Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES

Whereas, it is desirable to amend the Agreement termination date as is more particularly described in Section 1 of this Fourth Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2011 to June 30, 2013 by this Amendment.

1.2 Exhibit "A" to the July 29, 2008 Agreement is hereby amended by adding to the "Scope of Work" section described in Exhibit "A" to this Fourth Amendment, entitled "Amended Scope of Work".

1.3 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $185,000.00, as set forth in the above-referenced "Amended Scope of Work", in consideration of the Consultant's performance of the work set forth in Exhibit "A" to this Fourth Amendment.

1.4 The total "Not to Exceed" fee for this contract is $885,000.00 ($350,000.00 for the original Agreement plus $350,000.00 for the First Amendment to Agreement, plus $0.00 for the Second and Third Amendments to Agreement, plus $185,000.00 for the Fourth Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

SA Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Amended Scope of Work

W:\CapProj\CapProj\hirestaffconsultant\SA Associates\Agreement (June 2008)\Fourth Amendment 7-2011\Fourth Amendment SA Associates 07-2011.DOC
Revised Feb 2009

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MV00110831

Amended Scope of Work

Summary Scope of Work for Professional Consultant Services

SA Associates, Inc. staff will work as directed by the City Engineer in accordance with Page 1 of Exhibit "A" (inclusive of all miscellaneous reimbursable expenses, such as mileage, phone calls, etc.). The City may assign a variety of projects and tasks to the assigned SA Associates, Inc. staff members. The City Engineer has the right to review any proposed personnel replacement or additions and associated rate changes.

In addition to the scope of work defined in Exhibit "A" of the July 29, 2008 Agreement for Professional Consultant Services, the scope of work is amended as follows:

Tasks

1) Work on a variety of tasks and projects as assigned by the City Engineer.

2) The total "Not-to-Exceed" fee for the aforementioned services is $885,000 ($350,000 for original Agreement in July 2008, plus $350,000 for First Amendment to Agreement in February 2009, plus $0.00 for the Second and Third Amendments to Agreement in November 2009 and November 2010 respectively, plus $185,000 for the Fourth Amendment to Agreement).

3) The current assignment involves Deepak Solanki, Technical Consultant, at $75 per hour on an as-needed basis.

EXHIBIT "A"

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MV00110833

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL - APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD)

RECOMMENDED ACTION

Staff recommends that the City Council:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

BACKGROUND

On May 25, 2010 the City Council approved acquisition of the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. The City acquired title to the property on July 29, 2010. The house on the property was demolished in May 2011 to make way for the proposed improvements. The property was acquired utilizing TUMF funds due to the direct transportation corridor related improvements that are required.

DISCUSSION

The improvements fronting this property along Ironwood Avenue and Davis Street will include a new curb ramp, sidewalks, and the relocation of power poles fronting Ironwood Avenue. The ultimate public right of way will be 44 feet from the centerline

along Ironwood Avenue and 33 feet from the centerline along Davis Street at the northwest corner.

The original lot size was 7,759 square feet, and purchased at $124,500. The ultimate improvements at the northwest corner of Ironwood Avenue and Davis Street, abutting to this property will occupy 2,534 square feet. The remaining vacant land, with an area of 5,225 square feet, is excess, not needed for public purposes, and considered a substandard residential lot in the current zone R5. The potential use and development of this remaining land is very limited but a single family home may be constructed subject to review and approval of a variance by the Planning Division. If the City retains ownership and the land remains vacant, it will require periodic on-going maintenance and weed abatement services most likely funded with General Fund monies as the surplus property is not needed for transportation related purposes. Therefore, City Council is being asked to set a public hearing date for August 23, 2011 at 6:30 p.m. at City Hall to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222. If there are no issues identified at the public hearing, the property would be offered for sale to qualified public agencies within a 60-day time frame. If there is no interest from a qualified public agency, the City could but would not be obligated, to put the property up for sale to the public at the expiration of the 60-day period.

The hearing is required by California Government Code, Section 37422. If City Council approves setting the hearing date, the Resolution will be published in the Press Enterprise, and the Resolution will be posted at the real property.

ALTERNATIVES

1. Adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative would allow the City to have a hearing to potentially sell the excess land.*

2. Do not adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative will result in delaying or stopping the potential sale of excess land.*

FISCAL IMPACT

There is no material fiscal impact to the adoption of the Proposed Resolution.

SUMMARY

The City acquired the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the

Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. Once the improvements are constructed, the remaining property area of 5,225 square feet can be disposed of as surplus property. If the City retains ownership of this property, it would require periodic on-going maintenance and weed abatement services. Therefore, City Council is being asked to set a public hearing date to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Proposed Resolution

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Henry - 06-50182625 Ironwood - Heacock to Perris\CC Reports\Real Property\7-12-11 Resolution for Surplus Land Sale APN 475-272-054 b.doc

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MV00110837

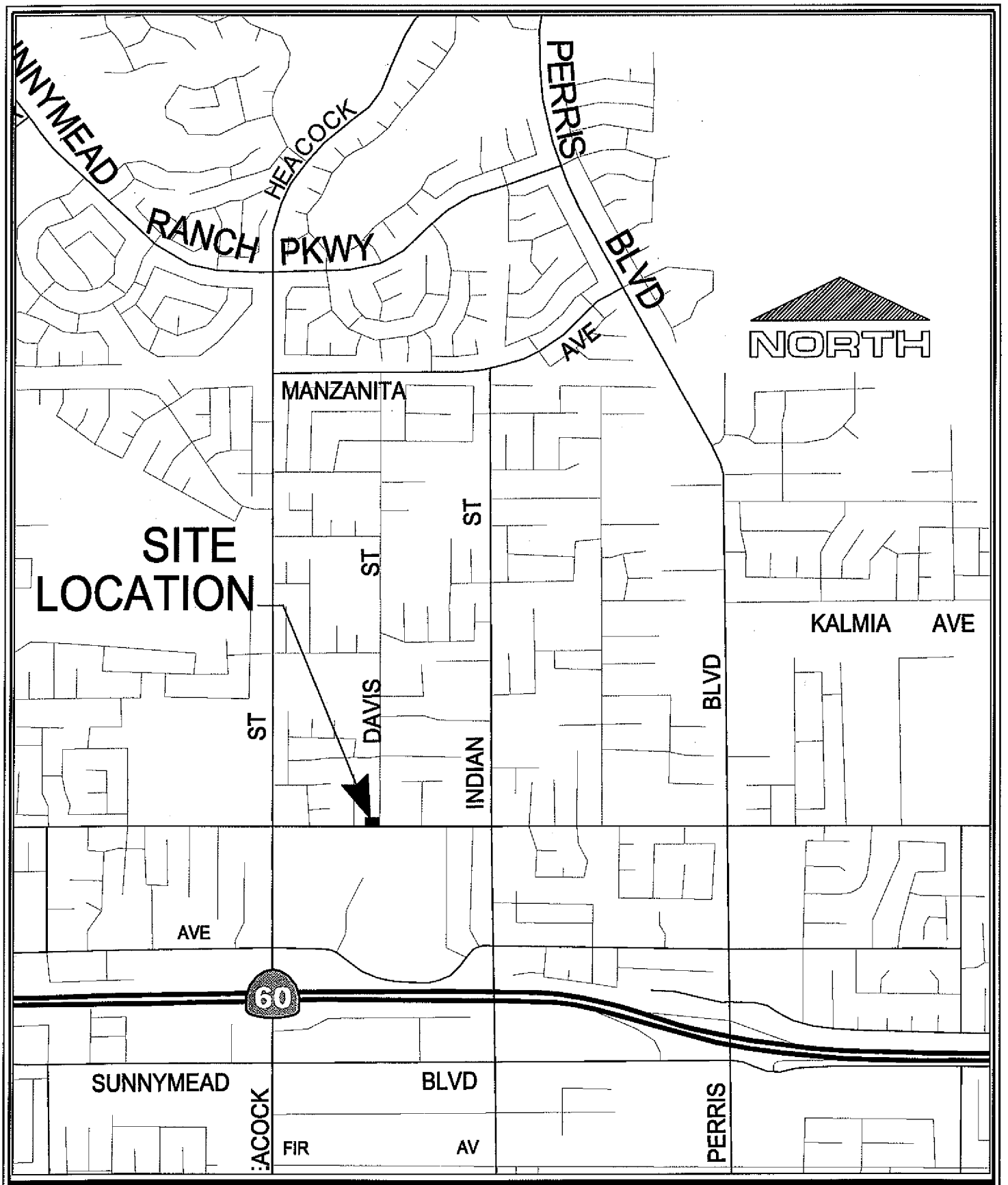

LOCATION MAP

Scale: None

ATTACHMENT "A"

11987 DAVIS STREET

APN 475-272-054

EXCESS PROPERTY- 0.12 ACRES

Item No. A.20

MV00110838

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MV00110839

RESOLUTION N0. 2011-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND CONVENIENCE REQUIRE THE SALE OF A REMAINDER PARCEL EXCESS TO PUBLIC USE.

WHEREAS, the City Council of the City of Moreno Valley desires to sell the remainder parcel APN 475-272-054, total area of 5,225 square feet, as described in Exhibit "A", that is attached hereto; and

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

1. The time and place for hearing protests to the sale of said real property shall be held on August 23, 2011, at 6:30 p.m. at City Hall, located at 14177 Frederick Street, Moreno Valley, California.
2. The City Council finds that the public interest and convenience require the sale of the subject real property for the following reasons:
    a) The real property is excess to that needed for public purposes; and
    b) There is an on-going cost to maintain and weed abate if ownership is retained by the City; and
    c) It is advantageous to return the property to private ownership for use and maintenance.
3. The City Clerk shall publish a copy of this Resolution in the Press Enterprise, a daily newspaper and shall cause a copy of said Resolution to be posted at the real property.

Resolution No. 2011-74
Date Adopted: July 12, 2011

Attachment "B"

4. At the hearing, any interested person may protest to the proposed sale. Any protests must be overruled by a 4/5ths vote of the Council members.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-74
Date Adopted: July 12, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00110843

LEGAL DESCRIPTION

In the City of Moreno Valley, that remainder parcel of land being a portion of lot 63 as shown on the map of Moreno Acres, filed in Book 11 of Maps, Page 53, records of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the southwestly corner of the east half of the east half of said lot 63; thence North 00°07'15" East, a distance 14 feet to a point 44 feet northly of the centerline of Ironwood Avenue, said point being the **TRUE POINT OF BEGINNING**;

Thence North 00°07'15" East, 41.50 feet along the east property line; thence N 89°50'30" East, 132.48 feet along the north property line to a point on a line parallel with and distant 33.00 feet westerly of Davis Street centerline; thence South 00°06'30" West, 18.66 feet along said line; thence Southwestly, a distance of 33.13 feet to a point on a line parallel with and distant 44.00 feet northerly of Ironwood Avenue centerline; thence South 89°50'30" West, a distance of 108.60 feet, more or less, along said last mentioned parallel line to the **TRUE POINT OF BEGINNING.**

The land described herein contains approximately 5,225 square feet (0.12 acres).

See Sheet 2 of 2 for a plat depicting the above described property.

APN: 475-272-054

CITY OF MORENO VALLEY,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
POR. LOT 63 ON MAP OF MORENO ACRES
BOOK 11 PAGE 53

EXHIBIT "A"
SHEET 2 OF 2

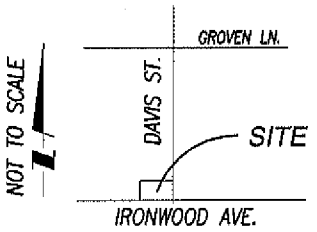

VICINITY MAP

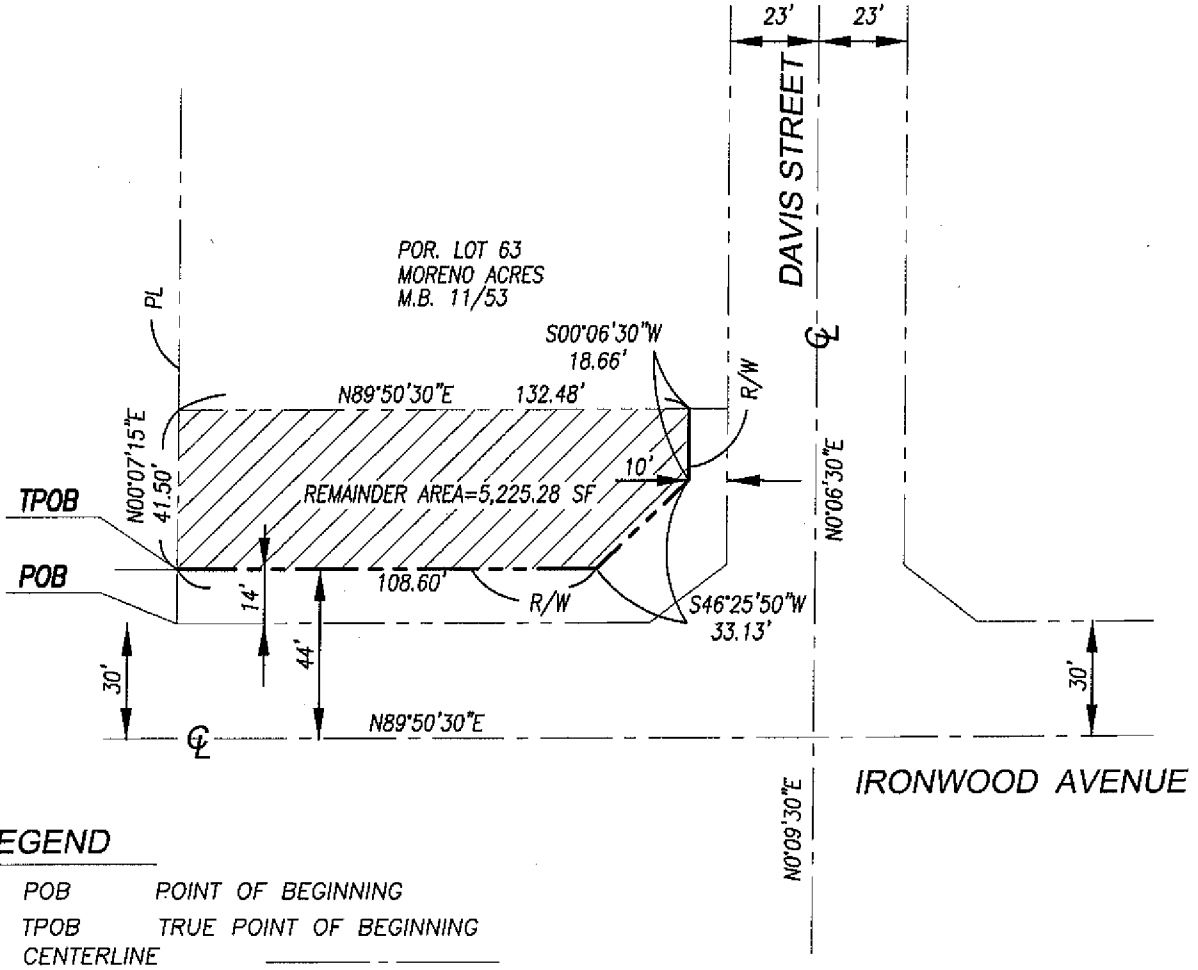

SCALE: 1"=50'

LEGEND

1. POB — POINT OF BEGINNING
2. TPOB — TRUE POINT OF BEGINNING
3. CENTERLINE
4. EXISTING ROW
5. NEW ROW
5. PROPERTY LINE

REMAINDER AREA = 5,225.28 SF

CITY OF MORENO VALLEY

PREPARED FOR:

PLAT MAP FOR
11987 DAVIS STREET
APN 475-272-054

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	-$1.68	-2.03%	-$3.52	-3.39%
1,000 kWh usage	-$6.56	-3.64%	-$9.02	-4.12%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	-$43.64	-7.86%	-$24.11	-5.74%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	-$407.22	-7.61%	-$133.35	-4.11%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	-$5,369.69	-7.70%		
392,333 kWh usage, Demand of 666 kW			-$2,087.99	-5.48%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	-$2.83	-4.77%	-$2.83	-4.77%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$147.57	-1.15%	-$147.57	-1.15%
Schedule SL-1 22,000 Lumen (317 lights)	-$160.97	-2.89%	-$160.97	-2.89%
Schedule SL-2 27,500 Lumen (139 lights)	-$103.49	-5.88%	-$103.49	-5.88%
Schedule SL-3 (per lamp)	$2.18	0.51%	$2.18	0.51%

If approved by the City Council, these changes will become effective at 12:00 a.m. on July 13, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be a reduction in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00110851

RESOLUTION NO. 2011-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Resolution No. 2011-75
Date Adopted: July 12, 2011

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-75
Date Adopted: July 12, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

Resolution No. 2011-75
Date Adopted: July 12, 2011

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MV00110855

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: July 12, 2011

TITLE: Approve Three-Year Agreement with Canon Business Solutions to Extend the Current Copier Contract

RECOMMENDED ACTION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

SUMMARY

In June of 2006 the City awarded the copier agreement to the Canon Copier Company from the Request for Proposal No. 05/06-08. Canon has worked closely with the city to provide the latest technology for copying, printing and scanning from their machines. Canon support staff is very responsive and work well with city staff on handling any problems or concerns. The current and proposed extension agreement includes both a cost-per-copy and annual maintenance agreement.

BACKGROUND

The Purchasing & Facilities Division has the responsibility to provide copy machines and their necessary maintenance for City offices. The copier fleet consists of 26 machines throughout city facilities. The City utilizes the cost-per-copy method that allows for a not-to-exceed amount of copies per quarter. Payment for all copier operational costs is handled through division operating budgets via the internal service fund charge-back system. When applicable, overage copy counts are added to the base amount on a quarterly basis.

Digital state-of-the-art technology in modern copy machines provide electronic networking which will allow staff to send print to a copier from the desktop when desired. Additionally, scanning to server capabilities is built into the copiers. The agreement provides fixed base pricing for the duration of a three-year period based on a year-by-year annual approved encumbrance in the City budget. The agreement provides that the City may upgrade, add or delete functions, services or products to the program as needs change throughout the contract period.

DISCUSSION

During the city's effort of asking for vendor participation in a 10% pricing reduction, the Canon company offered a 23.75% ($9,538 per month vs. $7,273 per month) overall decrease in exchange for our three-year extension agreement. This represents a monthly savings of $2,265 and translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. Additionally, Canon will exchange a total of six existing older machines for brand new copiers, at no cost to the city, due to excessive meter counts.

ALTERNATIVES

1. Staff recommends that the City Council award the three-year extension agreement to Canon Business Solutions in the total amount of $261,828 as being in the best interest of the City.

2. Elect to not award the three-year extension agreement copier agreement to Canon and provide further direction to staff.

FISCAL IMPACT

Approval of Alternative No. 1 will obligate the City to a base annual expenditure in Account Number 00754.75440.6281 of:

- $174,552 ($87,276 for each of years one and two). These funds are provided for in the City Manager's recommended FY 2011/2012 and FY 2012/2013 budgets.
- $87,276 where budgets are subsequently approved in FY 2013/2014.

Approving this contract extension represents monthly savings of $2,265 from the existing base contract cost. This translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. This contract directly affects the Internal Service Fund – Facilities.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

ATTACHMENTS/EXHIBITS

Prepared By:
Name Rix Skonberg
Title Purchasing & Facilities Division Manager

Department Head Approval:
Name Richard Teichert
Title Financial & Administrative Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00110859

Canon

Canon Financial Services, Inc.

CONVERSION ADDENDUM

RE: Agreement Number See Attachment **(Existing Agreement) and**
Application Number _____ **(New Agreement)**

This Conversion Addendum ("Addendum") is entered into by and between Canon Financial Services, Inc. ("CFS") and City of Moreno Valley ("Customer") and is effective as of the date set forth below (the "Effective Date").

RECITALS

A. CFS and Customer are parties to that certain agreement (whether designated a Lease, Rental Agreement, Master Agreement Schedule, or otherwise) with the agreement number indicated above ("Existing Agreement") for the lease or rental of certain equipment ("Existing Equipment").

B. The initial term of the Existing Agreement has expired or will soon be expiring, and the Existing Agreement is currently or will soon be in a in a renewal term.

C. Canon Business Solutions, Inc. ("CBS") and Customer are also parties to that certain Facilities Management Agreement with the application number indicated above ("New Agreement"; and together with the Existing Agreement, the "Agreements") for the lease or rental of certain other equipment and the provision of certain services ("New Equipment").

D. As of the Effective Date, the New Equipment has not been delivered to Customer, and therefore the lease or rental of the New Equipment and the provision of services under the New Agreement has not commenced.

E. CFS and Customer desire to amend the Existing Agreement and the New Agreement to allow for the equipment lease portion of the Payments (as defined in the Existing Agreement) coming due during the renewal term of the Existing Agreement (collectively, the "Renewal Payments") that are due and paid during the Credit Period (defined below) to be applied to the New Agreement once the New Equipment has been delivered to and accepted by Customer, all pursuant to the terms and conditions of this Addendum.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, CFS and Customer agree as follows:

1. During the period beginning on the Effective Date and ending on the date the New Equipment has been delivered to and accepted by Customer under the New Agreement (such period, the "Credit Period"), the Existing Agreement shall remain in effect pursuant to the applicable renewal provisions thereof. Customer shall continue to make its renewal term Payments to CFS under the Existing Agreement during the Credit Period.

2. When the New Equipment is delivered to Customer, Customer shall inspect and accept the New Equipment pursuant to the terms of the New Agreement. At such time, the Existing Agreement shall terminate, Customer shall return or purchase the Existing Equipment pursuant to the terms of the Existing Agreement, and the New Agreement shall commence.

3. Upon termination of the Existing Agreement and commencement of the New Agreement, CFS shall pay over to CBS the equipment lease portion of all Renewal Payments due under the Existing Agreement during the Credit Period and paid to CFS during the Credit Period (collectively, the "Credit Period Payments") to be applied by CBS to the payments that come due under the New Agreement. The Credit Period Payments shall not include (a) any amounts other than the equipment lease portion of the Payments under the Existing Agreement or (b) past due payments that were due prior to the Credit Period but received by CFS within the Credit Period. For example, and not by way of limitation, property taxes, late charges, insurance, overages, maintenance, and other such amounts shall not be deemed Credit Period Payments hereunder. For the avoidance of doubt, only the equipment lease portion of amounts that are both (i) due under the Existing Agreement during the Credit Period and (ii) received by CFS during the Credit Period will be credited to the New Agreement. In addition, if the Existing

Agreement is being upgraded into multiple transactions, only one of which is the New Agreement, only the portion of the payments made under the Existing Agreement with respect to Existing Equipment that is being upgraded to New Equipment under the New Agreement will be credited to the New Agreement. The eligible amount and Existing Equipment are listed below the signature blocks below.

4. Once all of the Credit Period Payments received by CFS have been applied to payments that have come due under the New Agreement, Customer will receive invoices from CBS for amounts due under the New Agreement for the remainder of the term (and any renewal term) of the New Agreement. Customer acknowledges that the first invoice Customer receives from CBS may be for less than a normal full monthly payment under the New Agreement, depending on the total amount of Credit Period Payments being applied; in such a case, the subsequent invoice would be for the normal full monthly payment under the New Agreement.

5. If Customer rejects the New Equipment for any reason, or otherwise cancels the New Agreement prior to its commencement, CFS shall be entitled to retain the Credit Period Payments as consideration for the use of the Existing Equipment during the Credit Period.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreements and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreements, the provisions of this Addendum shall in all respect govern and control.

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND DEALER AND ACCEPTED BY CFS.

CFS:	Customer:
CANON FINANCIAL SERVICES, INC. By:_____ Title:_____ Date:_____	_____ (Customer Legal Name) By:_____ Printed Name:_____ Title:_____
Acknowledged and Agreed by CBS: **CANON BUSINESS SOLUTIONS, INC.** By: [signature] Printed Name: David Dunn Title: Director Business Operations	By:_____ Printed Name:_____ Title:_____

CITY ATTORNEY
Approved as to Form

By: [signature] 6/29/11
Date

TO BE COMPLETED BY DEALER:
(check one)

- ☒ All Existing Agreement renewal payments to be credited to New Agreement. (100% Qualifying Equipment)
- ☐ Partial Existing Agreement renewal payments to be credited to New Agreement:
  - Payment amount under Existing Agreement: $_____ per billing period + applicable use taxes
  - Amount eligible as Credit Period Payments: $_____ per billing period + applicable use taxes
    (Contact CFS to verify portion of payment eligible for credit.)

List of eligible Existing Equipment:
See City of Moreno Valley/ Canon Amendment #4

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: July 12, 2011

TITLE: STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES

RECOMMENDED ACTION

Staff recommends that the City Council approve the proposed staff assignments in support of Council Member participation with regional agencies.

BACKGROUND

At their May 18, 2011 Goal Setting Workshop, the City Council identified the organization's Strengths, Weaknesses, Opportunities, and Threats (SWOT). While the City's existing transportation corridors were identified as a strength, the lack of adequate infrastructure and planning was acknowledged as a weakness. The City's regional presence was identified as an opportunity. The Council used the results of their SWOT Analysis to develop five prioritized goals, one of which was to "Maximize Transportation and Infrastructure Opportunities."

DISCUSSION

The third prioritized goal developed by the City Council in their May 18 Goal Setting Workshop was to "Maximize Transportation and Infrastructure Opportunities." Actions identified to help achieve this goal included increasing the City's regional presence. A specific task assigned to City staff was to increase staff assistance to the Council as well as increase participation with regional agencies by assigning staff liaisons to each committee. The proposed staff assignments are included in the "2011 City Council Regional Committees & Staff Assignments" attachment.

ALTERNATIVES

1) Approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff recommends this alternative as the proposed staff assignments will assist the City Council in achieving their prioritized goal to maximize transportation and infrastructure opportunities by increasing the City's regional presence.*

2) Not approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff does not recommend this alternative as the proposed action is a task related to the Council-adopted goal to maximize transportation and infrastructure opportunities.*

FISCAL IMPACT

The proposed staff assignments in support of Council Member participation with regional agencies will have no fiscal impact to the City.

COUNCIL GOALS

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

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

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

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

ATTACHMENTS

Attachment: "2011 City Council Regional Committees & Staff Assignments"

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Barry Foster
Community and Economic Director

Concurred By:
Chris Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00110865

2011 CITY COUNCIL REGIONAL COMMITTEES & STAFF ASSIGNMENTS

REGIONAL AGENCY:

March Joint Powers Commission (JPC)	STEWART/BATEY	CO
Staff: Community and Economic Development Director		
School Districts/City Joint Task Force	STEWART/MOLINA	CO
Staff: City Manager/Asst City Manager		
Riverside County Habitat Conservation Agency (RCHCA)	BATEY	MOLINA
Staff: Planning Official		
Riverside County Transportation Commission (RCTC)	CO	STEWART
Staff: City Manager/Asst City Manager		
Riverside Transit Agency (RTA)	MOLINA	CO
Staff: Public Works Director/Traffic Engineer		
Western Riverside Council of Governments (WRCOG)	HASTINGS	CO
Staff: City Manager		
Western Riverside County Regional Conservation Authority (RCA)	BATEY	MOLINA
Staff: Planning Official		

WRCOG COMMITTEES:

Executive Committee	Robin Hastings, Chair
Administration & Finance	Robin Hastings, Chair
Technical Advisory Committee	Henry Garcia, Chair
Planning Directors TAC	John Terell
Public Works Committee	Chris Vogt, Chair
Solid Waste Technical Committee	Robert Lemon
Western Riverside County Clean Air Coalition	Robert Lemon
Air Quality Task Force	Eric Lewis, Jeff Bradshaw

RCTC COMMITTEES:

Western Riverside County Programs and Projects Committee	Marcelo Co
San Jacinto Branch Line Ad Hoc Committee	Marcelo Co
Technical Advisory Committee	Chris Vogt

Attachment 1

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MV00110867

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,729,200 to Hardy & Harper, Inc. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

DISCUSSION

The project included the resurfacing of six (6) streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Hardy & Harper's contracted work included removing existing asphalt concrete pavement, resurfacing with cold-in-place recycling (CIPR), pavement overlaying with rubberized asphalt concrete, reconstructing a number of access ramps along the listed streets to ADA requirements, re-establishment of traffic signal detector loops, utility covers, manholes, and re-striping. The resurfacing extends the life of the streets and provides a smoother riding surface.

The Contractor has completed all the paving work and anticipates completing the construction by mid July 2011. Staff anticipates the final contract cost will be approximately $1,631,000 which does not exceed the approved purchase order amount of $1,729,000. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works

Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project was included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase 1 (being constructed concurrently)	($2,684,000)
Remaining Funds Available	$2,452,400

PROJECT RELATED COSTS:

Design	$110,000
Anticipated Contractor Construction Costs	$1,631,000
Anticipated Construction Geotechnical Services	$22,000
Anticipated Construction Survey Services	$20,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$1,873,000

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper anticipates completing the construction of the 2011 Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. The resurfacing extends the life of the streets and provides a smoother riding surface.

ATTACHMENTS

Attachment "A" – Location Map

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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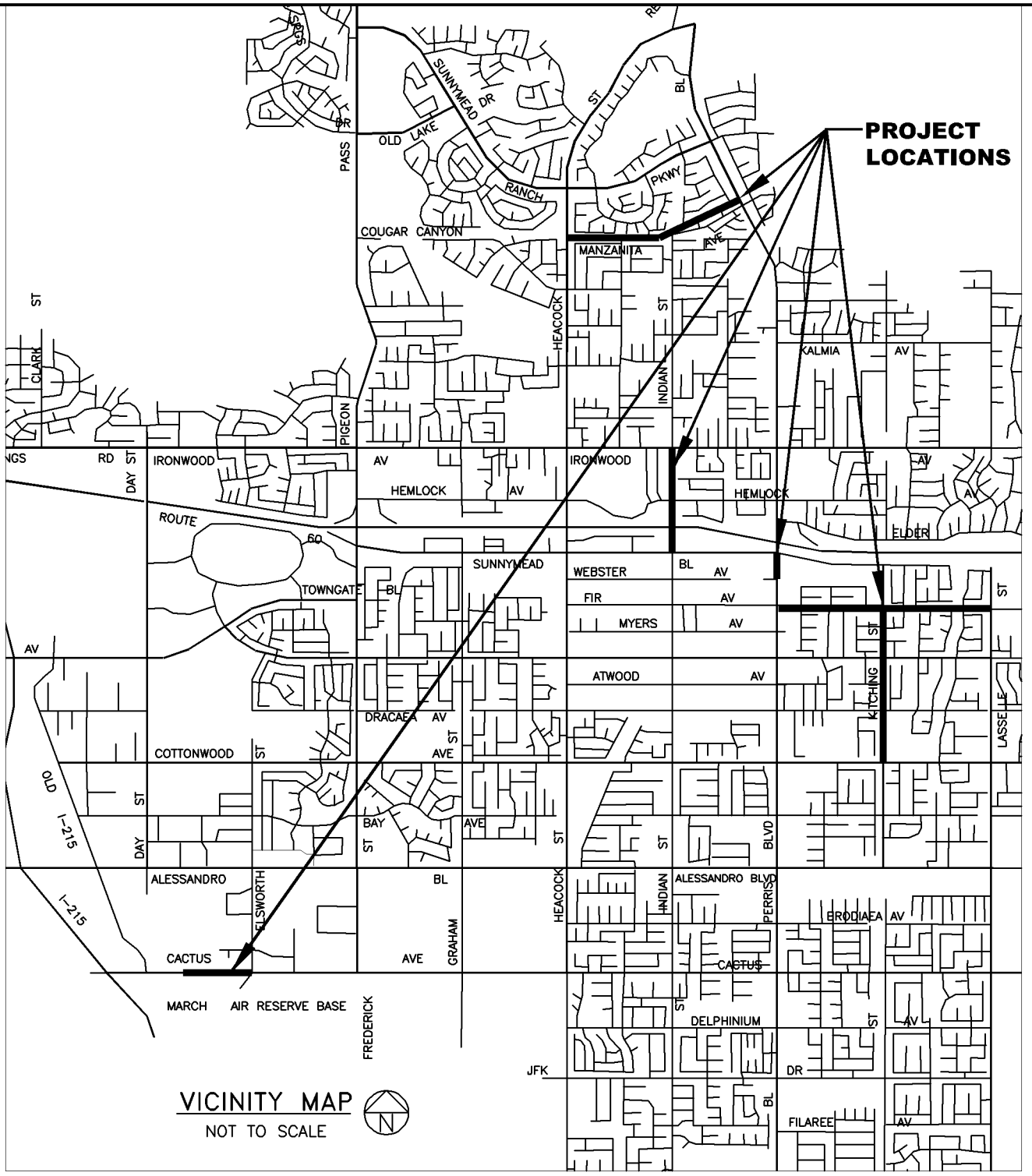

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

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MV00110875

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $2,410,400 to Hardy & Harper, Inc. The project includes the resurfacing a total of twenty six local streets which are included in the Fiscal Year 2010-2011 CIP Budget. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of these streets.

DISCUSSION

Hardy & Harper's contracted work includes removing existing asphalt concrete pavement, pavement resurfacing with cold central plant recycling (CCPR), pavement overlaying with rubberized asphalt concrete, reconstructing number of access ramps along the listed streets to ADA requirements, adjusting utility manholes and covers, and re-establishing traffic striping. The Contractor has completed all the paving work and anticipates completing rest of the work by mid July 2011. Staff anticipates the final contract cost will be approximately $2,391,000 which does not exceed the approved purchase order amount of $2,410,400. The resurfacing extends the life of the streets and provides a smoother riding surface.

Three additional streets (Vellanto Way, Mantee Place and Ormista Drive) were added to the original twenty six streets, bringing a total of twenty nine streets being resurfaced (approximately 131,000 square yards of pavement area.) These three streets (also included in the Fiscal Year 2010-2011 CIP Budget for resurfacing) are in the neighborhood of Searson Drive which is one of the original twenty six streets. These streets are added to be constructed at the same time as Searson Drive in an effort to avoid repeat construction disturbance to the neighborhood as these streets were previously approved by City Council for Phase 2 Local Street Pavement Resurfacing Project.

Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the

Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:
Annual Pavement Resurfacing Program (Acct. No. 125.56330) $1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722) $1,550,000

Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Anticipated Costs (being constructed concurrently)	($1,873,000)
Remaining Funds Available	$3,263,400

PROJECT RELATED COSTS:

Design	$93,000
Anticipated Contractor Construction Costs	$2,391,000
Anticipated Construction Geotechnical Services	$73,000
Anticipated Construction Survey Services	$37,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$2,684,000

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper, Inc. anticipates completing the construction of the 2011 Local Street Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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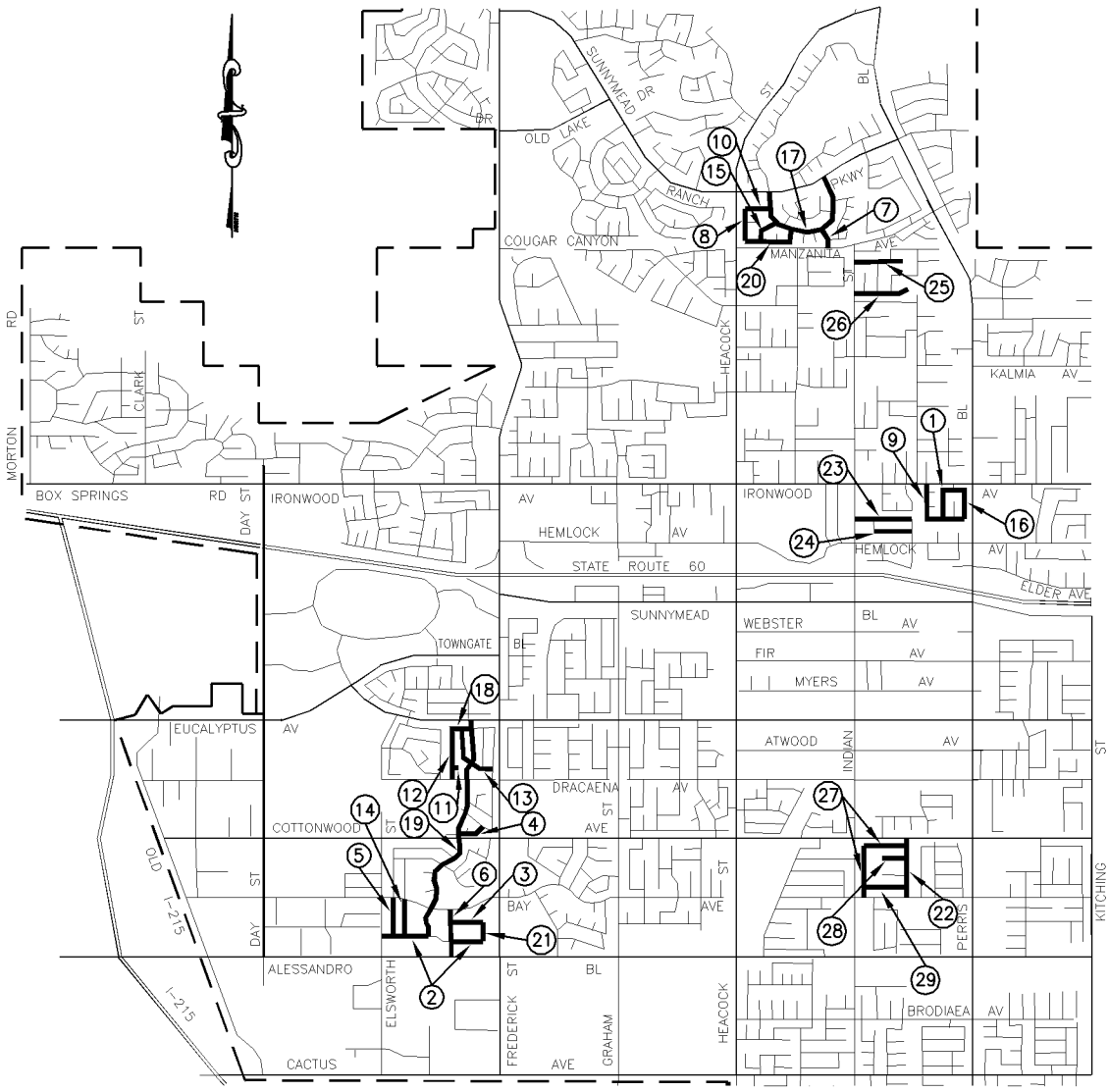

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES PL:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST;	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA DR:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	COTTONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END
27	VELLANTO WAY:	BAY AVE TO SEARSON DR
28	MANTEE PL:	WEST END TO SEARSON DR
29	ORMISTA DR:	VELLANTO WY TO SEARSON DR

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTA(-367-ENT "A"

Item No. A.25

MV00110882

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MV00110883

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD

DEVELOPER – CITY OF MORENO VALLEY, CALIFORNIA
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard.

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 12, 2010, the City Council approved the Agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Corporate Yard Phase 1 Office Building and Sewer Line. The Agreement requires that the consultant obtain approval (Planning Application PA10-0013) from the various City departments as part of the design phase of the project. On March 8, 2011, the project received final Conditions of Approval that require the owner (City of Moreno Valley, a municipal corporation) to record an Offer of Dedication for additional right-of-way. The additional right-of-way will be at the two proposed driveway approaches, located on the north side of Santiago Drive east of Perris Boulevard, in accordance with the City Standard for a commercial driveway approach.

DISCUSSION

The owner, the City of Moreno Valley, is required to dedicate four (4) feet of right-of-way around the driveway approaches, at the proposed project entrances on Santiago Drive, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrances to match the existing street improvements immediately to the east and west of the project. Once the Offer of Dedication is executed by the City Manager, the document will be forwarded to the City Engineer to execute the Acceptance Certificates as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

2. Do not authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offer of Dedication

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez, P.E.
Senior Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA10-0013 Offer of Dedication Report.doc

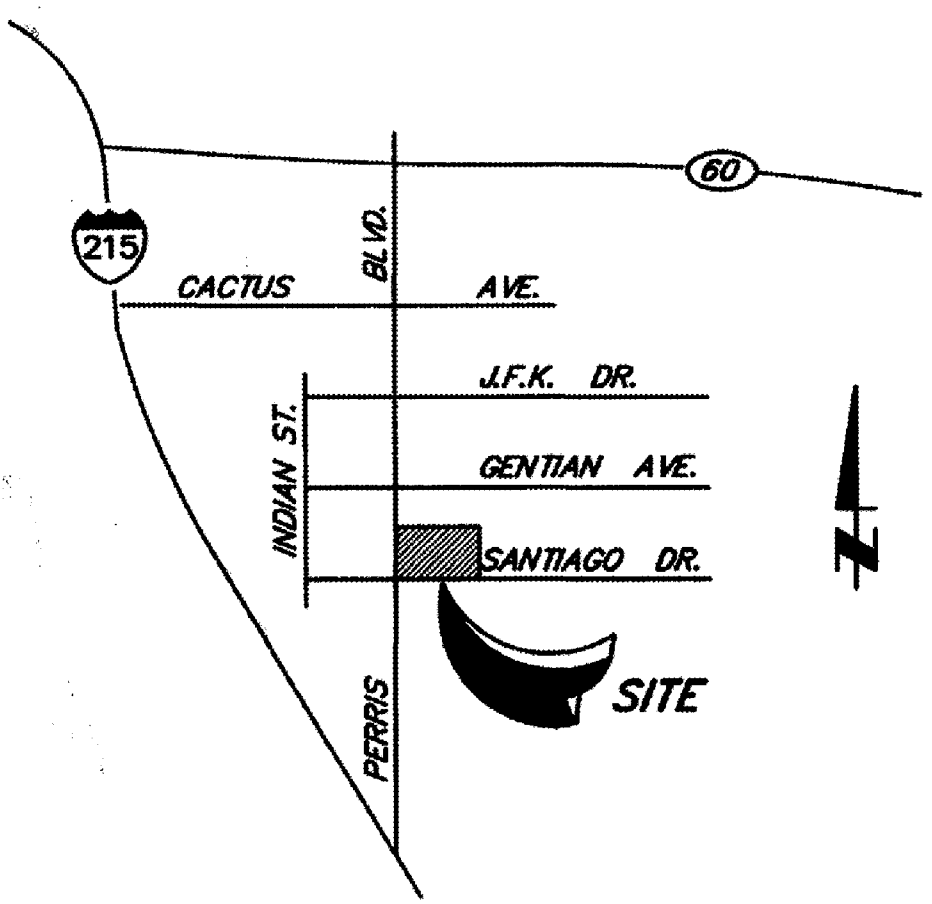

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment "A"	**PA10-0013** **VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA10-0013 Offer of Dedication Attachment A.doc

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MV00110889

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 486-170-021 & 022

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

City of Moreno Valley, a Municipal Corporation

By: _____
HENRY GARCIA, City Manager

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk (SEAL)

Date _____

Attachment "B"

Item No. A.26

MV00110890

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **July 12, 2011** from the **City of Moreno Valley Moreno, a municipal corporation**, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

STATE OF CALIFORNIA)
County of _____)ss.
On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF NAN AVENUE AS SHOWN BY MAP OF TRACT NO. 15433-2, ON FILE IN BOOK 151 OF MAPS, PAGES 67 THROUGH 70, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF COBRA DRIVE AS SHOWN BY MAP OF TRACT NO. 15433, ON FILE IN BOOK 151 OF MAPS, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 47.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE DIRECTION OF:

5-3-11

MARISSA CROWTHER, PLS 6152
SB&O, INC.
41689 ENTERPRISE CIRCLE NORTH, SUITE 126
TEMECULA, CA. 92590

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

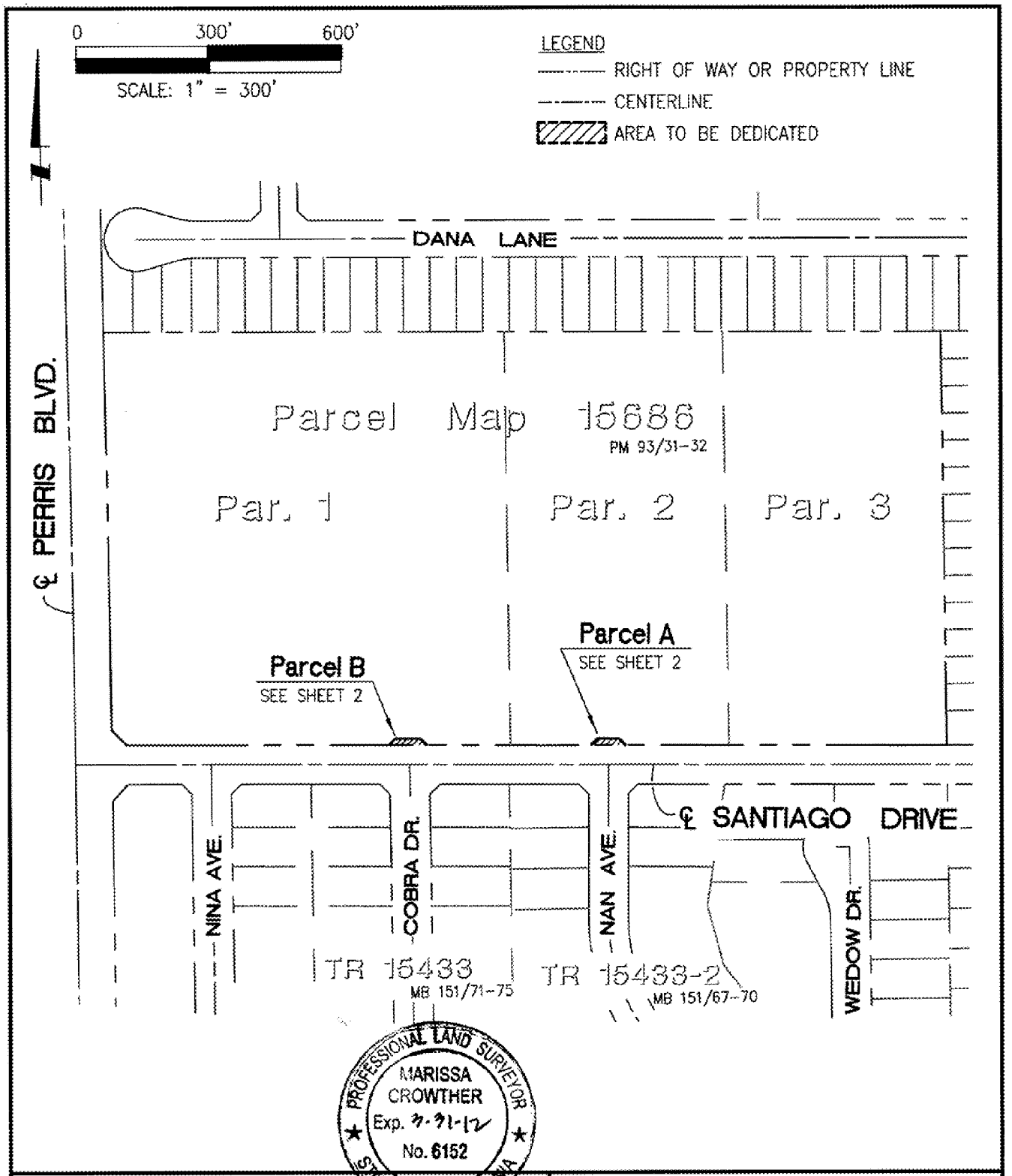

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:
S.B. & O., INC.
41689 ENTERPRISE CIRCLE NORTH
TEMECULA, CA 92590

MARISSA CROWTHER, PLS 6152 (EXP 3-31-12)

5-3-11
DATE

CITY OF MORENO VALLEY
CORPORATE YARD DRIVEWAY EASEMENTS

APRIL 2011	EXHIBIT "B"
SB&O, INC. JN 68251	SHEET 1 OF 2

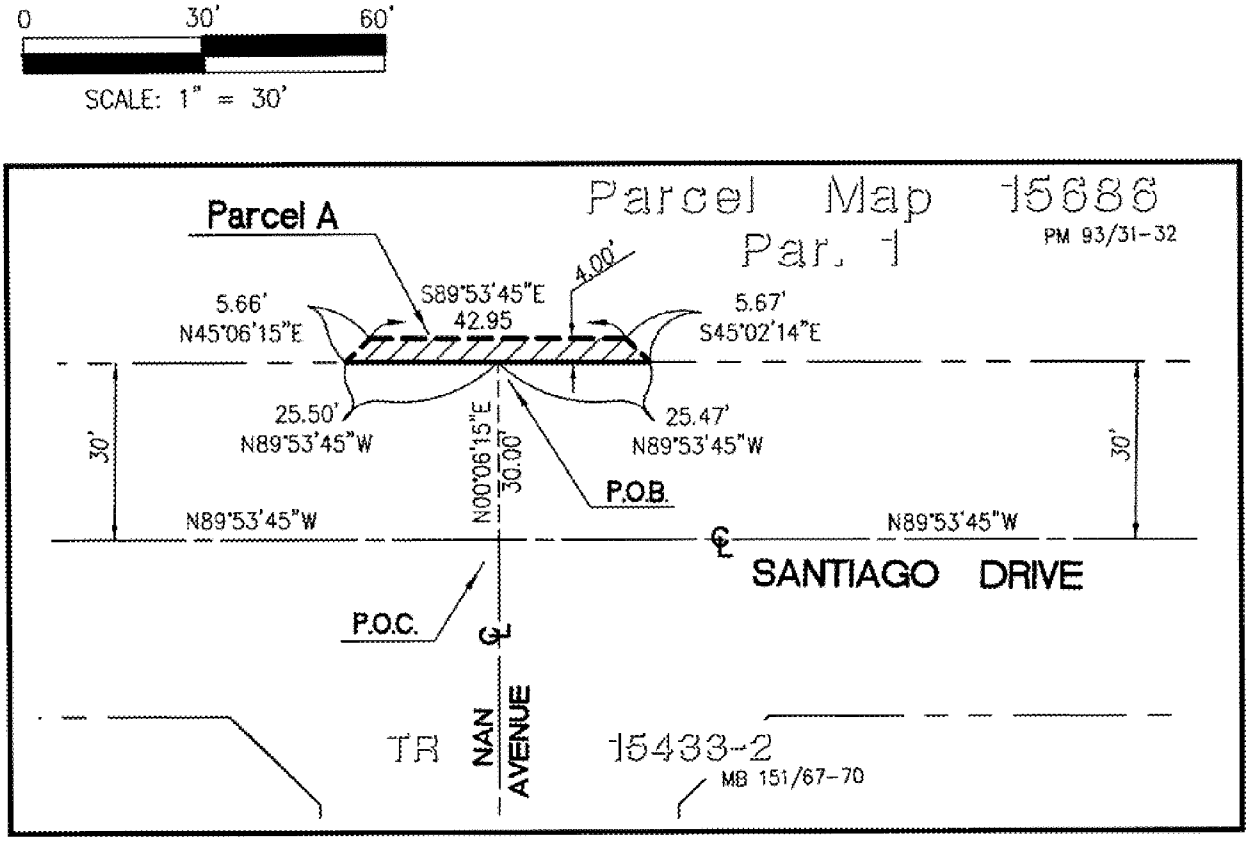

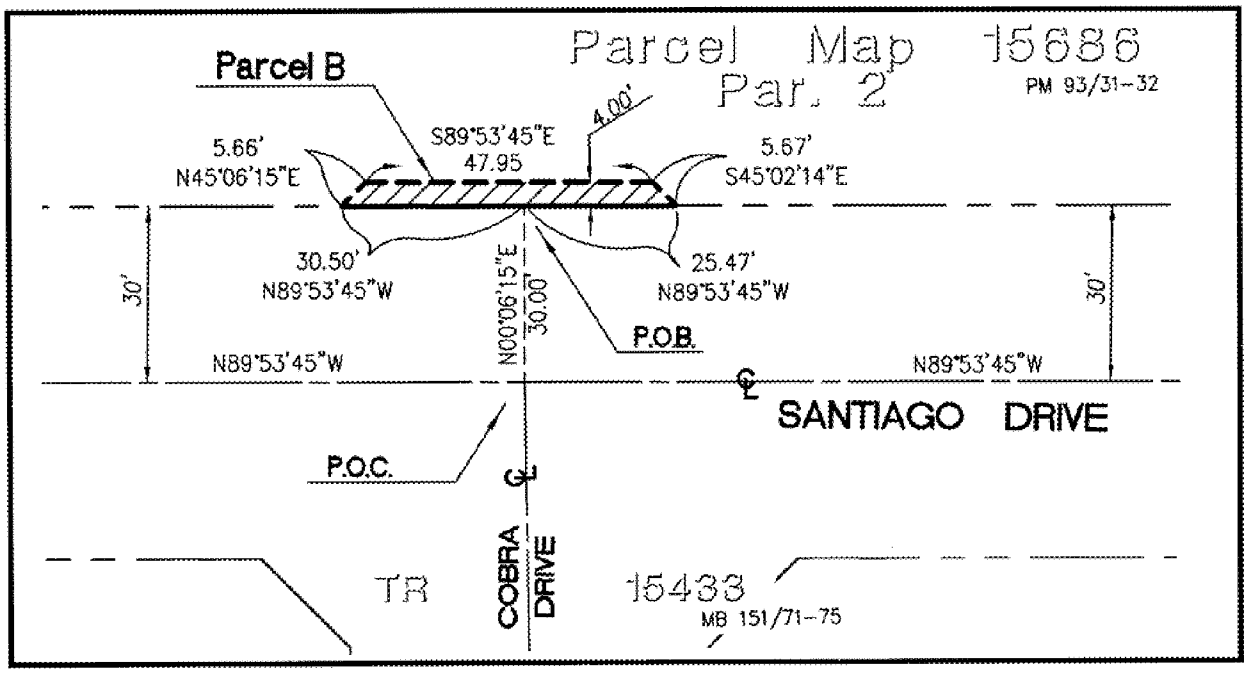

NOTES:

1. BEARINGS ARE BASED ON PARCEL MAP 15686.
2. P.O.C. INDICATES POINT OF COMMENCEMENT.
3. P.O.B. INDICATES POINT OF BEGINNING.

LEGEND

RIGHT OF WAY OR PROPERTY LINE

CENTERLINE

AREA TO BE DEDICATED

EXHIBIT "B"

SHEET 2 OF 2

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00110897

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00110899

SEE AGENDA ITEM A.4

C3. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.4) (**Report of: Public Works Department)

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MV00110901

SEE AGENDA ITEM A.11

C4. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION **(ALSO LISTED AS AGENDA ITEM A.11)** (Report of: Public Works Department

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MV00110903

SEE AGENDA ITEM A.13

C5. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.13)** (Report of: Public Works Department)

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MV00110905

SEE AGENDA ITEM A.15

C6. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM **(ALSO LISTED AS AGENDA ITEM A.15)** (Report of: Public Works Department)

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MV00110907

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS PROJECT NO. 08-89791725

RECOMMENDED ACTION

Staff recommends that the Community Redevelopment Agency (RDA):

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency.

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

BACKGROUND

On April 28, 2009, City Council authorized VA Consulting, Inc. (VA Consulting) to proceed with the final Auto Mall design plans and specifications. On July 13, 2010, City Council authorized the City Manager to execute a Project Specific Agreement and assign said Project Specific Agreement to the Community Redevelopment Agency. At this same meeting, the Community Redevelopment Agency approved an increase to Purchase Order No. 37386 for $50,000.

DISCUSSION

The Moreno Valley Auto Mall is currently comprised of five (5) auto dealerships and six (6) vacant parcels. The Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase public awareness by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The increase in Auto Mall business has the potential to increase additional opportunities for employment and enhance other long term related business benefits for the local community.

The Auto Mall project consists of two phases – the re-construction of the pylon sign and the street improvements. The pylon sign installation was completed on June 20, 2011.

Street improvement enhancements and revitalization are integral elements of the final Automall plans. Recent changes in the Auto Mall ownership and lot line adjustments of the parcels fronting Motor Way necessitate design revisions to the project's street improvement plans. VA Consulting has been retained to provide professional consultant design services under their Project Specific Agreement that expires May 1, 2012. Staff is recommending the First Amendment to the Project Agreement in order to increase the Project Specific Agreement amount by $25,000. The additional monies provide for 1) Finalization of the street improvement plans and specifications to reflect the construction scope of work based on available construction funds after the completion of the pylon sign, 2) bid support services during the advertising of the project for construction, and 3) design support services during the construction of the street improvements.

ALTERNATIVES

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725). *This alternative will allow for much needed improvements.*

2. Do not authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and do not authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services bid design support services, and construction support services (Account No.

897.91725). *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Moreno Valley Auto Mall Street Improvements is included in Fiscal Year 2011/2012 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities. There is no impact on the General Fund.

Fiscal Year 2010/2011 Budget (Account No. 897.91725)	$1,512,000
Pylon Sign Construction Related Costs	$786,000
Construction Related Savings	$726,000

AVAILABLE FUNDS:

Fiscal Year 2011/2012 Budget (Account No. 897.91725)	$726,000
Estimated Additional Design Related Services	$25,000
Remaining Available Balance for Construction of Street Improvements	$701,000

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

The street improvement plans are an integral element of the final conceptual plan to rejuvenate Auto Mall. Staff is recommending that the Community Redevelopment Agency authorize the First Amendment to the Project Specific Agreement and furthermore authorize an increase to Purchase Order No. 37386 with VA Consulting in the amount of $25,000 for additional design services, bid design support services, and construction support services.

ATTACHMENTS

Attachment "A" – First Amendment to Project Specific Agreement

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\CC Reports\Street Improvements\VA Consultant Award Aggreement CC\1st Amendment 7-12-2011\Increase PO - Design 7-2011.doc

FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES MORENO VALLEY AUTO MALL STREET IMPROVEMENTS PROJECT NO. 08-89791725

This First Amendment to Project Specific Agreement is by and between the Community Redevelopment Agency of the City of Moreno Valley, a municipal corporation, hereinafter referred to as "RDA," and VA Consulting, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Specific Agreement is made and entered into effective on the date the RDA signs this First Amendment.

RECITALS:

Whereas, the City of Moreno Valley and Consultant entered into an Agreement entitled "PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Project Agreement," dated November 1, 2010.

Whereas, the City assigned its interest in said Agreement to RDA on November 1, 2010.

Whereas, the Consultant is providing consultant engineering services for the Moreno Valley Auto Mall Street Improvement project.

Whereas, it is desirable to amend the Project Specific Agreement to expand the scope of services as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The On-Call Agreement termination date of May 1, 2012 is not extended by this Amendment to the Project Agreement.

1.2 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “A” -- First Amendment, entitled “Terms of Payment”.

1.4 The RDA agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $25,000.00 as set forth in the above-referenced Terms of Payment, in

consideration of the Consultant's performance of the work set forth in Exhibit "A" - First Amendment.

1.5 The total "Not to Exceed" fee for this Agreement is $64,960.00 ($39,960.00 for the original Agreement plus $25,000.00 for the First Amendment to Project Specific Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 08-89791725

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

Community Redevelopment Agency

BY:_____
Executive Director

DATE:_____

VA Consulting, Inc.

BY:_____

TITLE:_____
(President or Vice President)

BY:_____

TITLE:_____
(Corporate Secretary)

RECOMMENDED FOR APPROVAL:

BY:_____
Chris A. Vogt, P.E.
Public Works Director/City Engineer

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
General Counsel of the Community Redevelopment Agency of the City of Moreno Valley

DATE:_____

Attachment: Exhibit "A" – First Amendment (Terms of Payment)
Exhibit "B" – First Amendment (Assignment of Project Agreement)
Exhibit "C" – First Amendment (Project Agreement)

W:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\Design Phase\Consultant -\Agreement\VA Consulting\Project Specific Agreement\Agmt A Street Improvements - $39K\1st Amendment\First Amendment to Project Agreement 7-2011.DOC

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MV00110915

TERMS OF PAYMENT

1. This First Amendment to Agreement shall have a Not-to-Exceed Fee of $25,000 for the First Amendment to the Project Specific Agreement.

2. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work for the Street Improvements covered by this Proposal including:

    a. Finalize Plans and Specifications to reflect Construction Scope of Work Based on Available Construction Funds.

    b. Bid Support Services During Construction Bid Advertisement

    c. Design Support Services During Construction

3. Work can only commence after this First Amendment to the Agreement has been executed and the City issues a notice to proceed.

4. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

5. Sub-categorization of tasks is permitted to better define the task for payment.

6. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

7. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

8. The City will pay the Consultant for all acceptable services rendered in accordance with the "Project Specific Agreement" and this First Amendment.

9. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Project Specific Agreement," or this First Amendment an "Amendment to the Agreement" will be executed between the City and Consultant.

10. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the scope of work.

EXHIBIT "A"

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MV00110917

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00110919

Beazer Homes

June 15, 2011

John Terell, Planning Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Subject: Tract 36340 – Rockcliffe City Council Continuance

Dear Mr. Terell:

Beazer Homes would like to request a continuance from the July 12th City Council meeting regarding our proposed Development Agreement for Tract 36340. Beazer is looking to revisit some of the items within this agreement with the City of Moreno Valley. Beazer would like to be scheduled on the October 11th City Council meeting

Thank you for your time and efforts regarding this project. We look forward to working with the City of Moreno Valley. Should you have any questions, please do not hesitate to contact me at (714) 720-6304.

Sincerely,

Bryan Bergeron
Development Manager
Beazer Homes Southern California Division

Orange County Office

1800 E. Imperial Highway, Suite 200
Brea, CA 92821

O: 714-672-7000
F: 714-285-2925

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MV00110921

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011 (Continued from May 24, 2011)

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 2011- ___, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Town Center and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be

limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice

2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map
4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

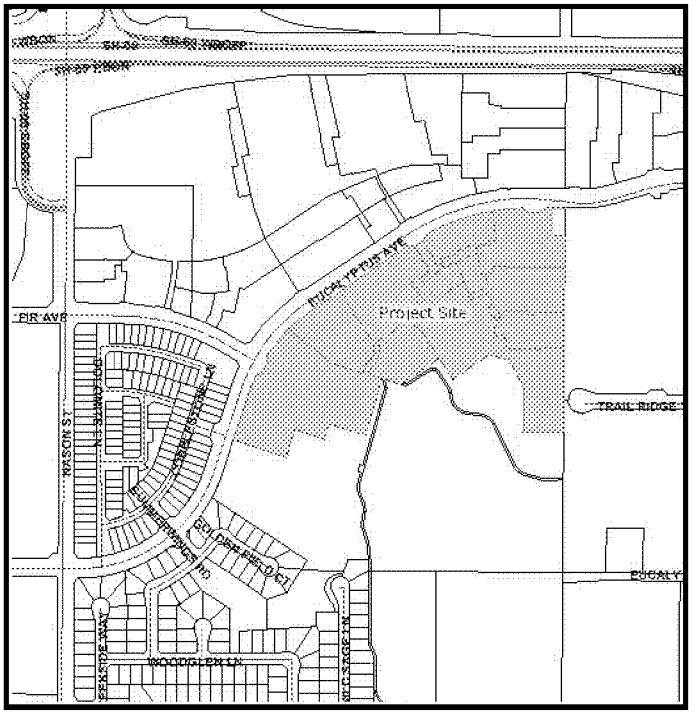

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.
CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

Item No. E.1

MV00110926

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MV00110927

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00110933

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

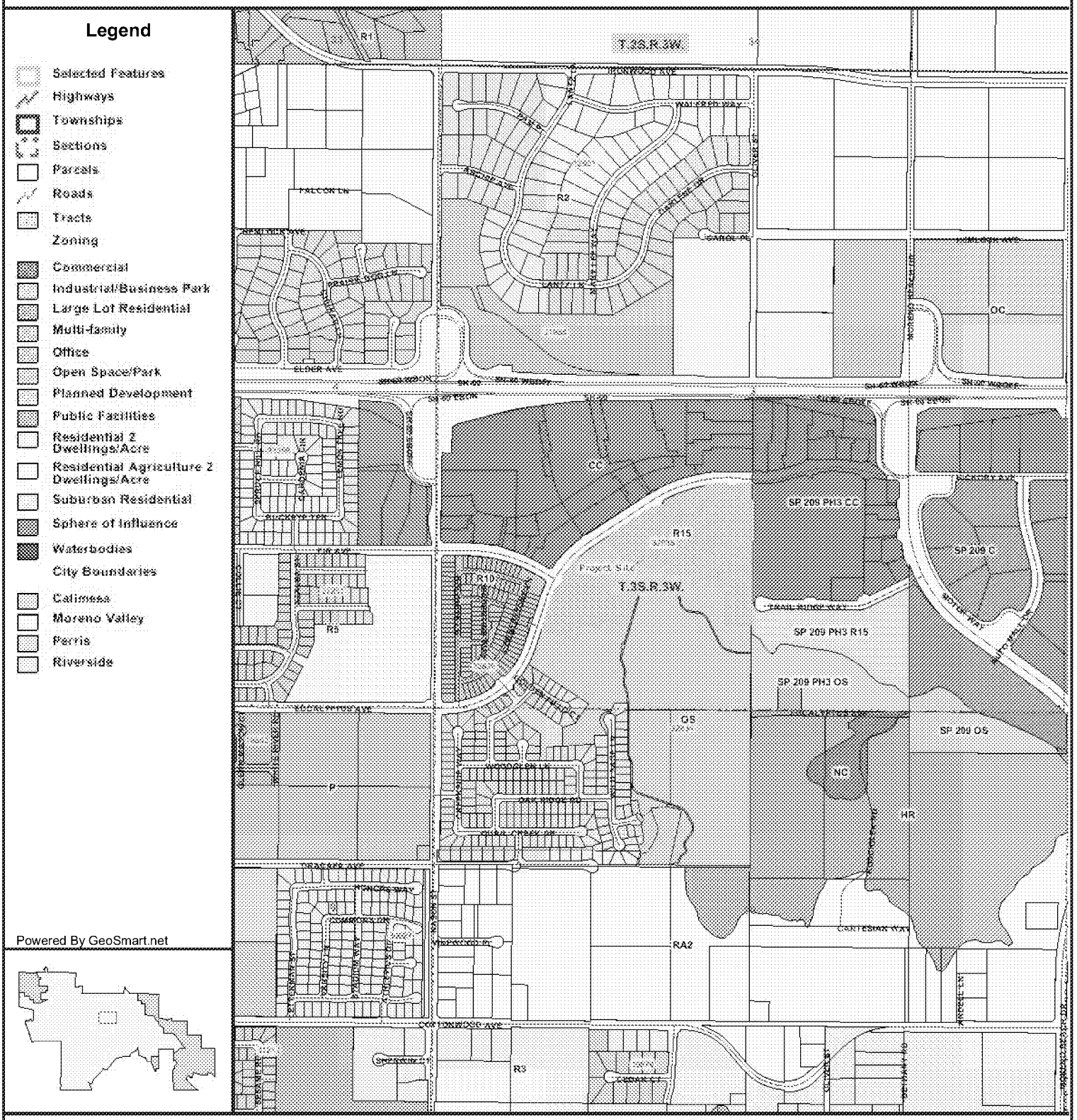

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

MV00110968

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MV00110969

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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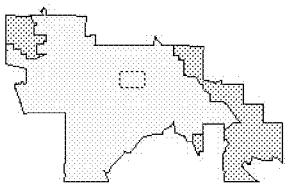

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ATTACHMENT 4

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

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MV00110971

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS (Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as "Nature Park" on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will [illegible] individual lots with detached single-family homes, common open space [illegible] private access roads. The [illegible]non open space includes a recreation

building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

Other Design Considerations

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees [illegible] te streets and allow continual break-up of the project massing. In addition, [illegible] will be clustered in strategic [illegible]ons such as on corner lots, adjacent to

guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be r[illegible]d by 50% from the Current Fe

third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets nt standards as allowed r Section 9.03.060 (Planned Unit

Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Ac[illegible] guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by:

Mark Gross, AICP
Senior Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. ation building floor and eleva

Item No. E.1

(provided in reduced format in Exhibit 6).

6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

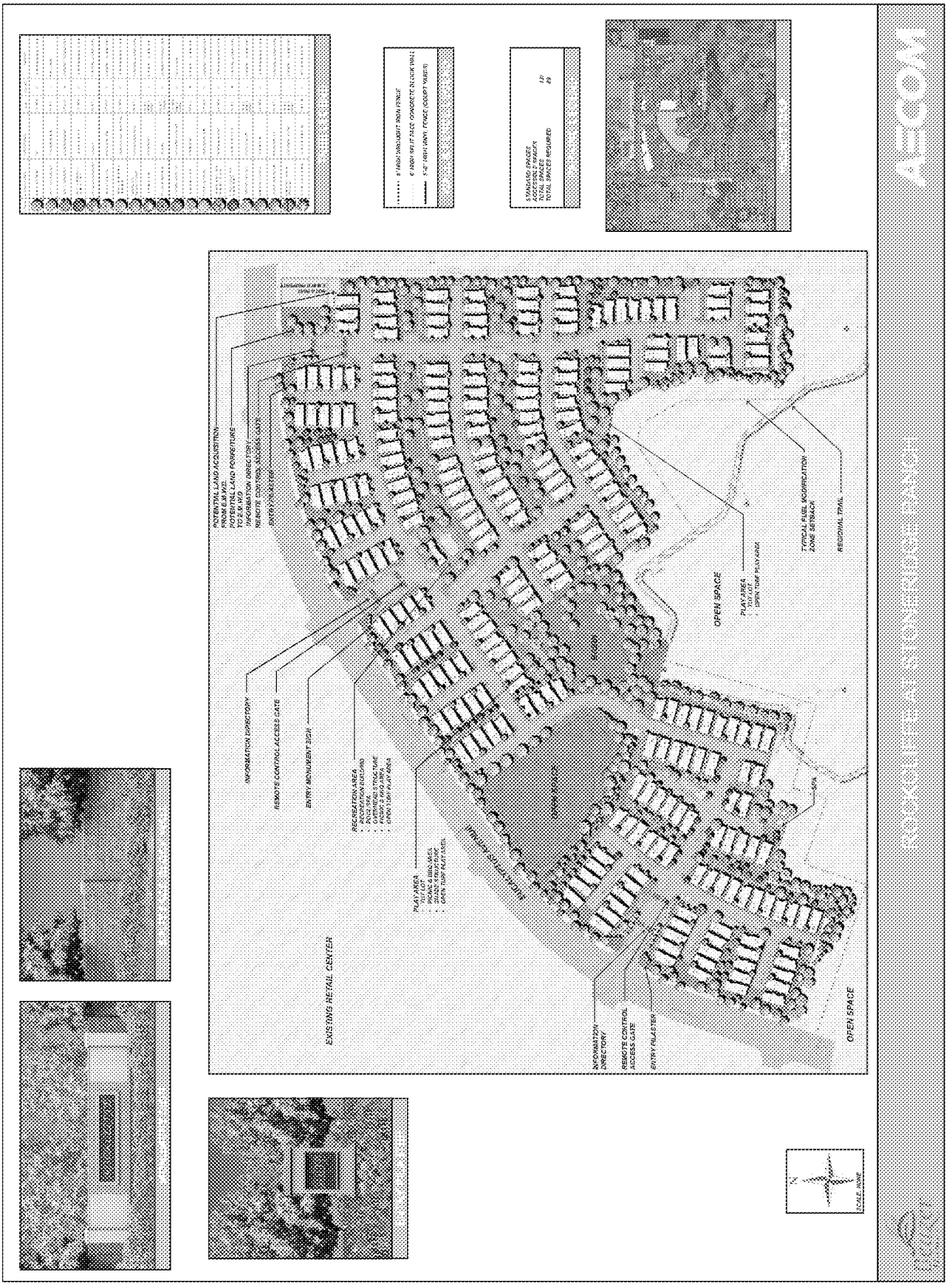

ATTACHMENT 7

Item No. E.1

MV00110992

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

ROCKCLIFFE AT STONERIDGE RANCH

AECOM

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MV00110995

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;
   b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 has Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program and the CSD Zone M program. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charges for the CSD Zone M program. The property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 28, 2011 and the Public Hearing on July 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies

are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to pruning, trimming, fertilizing, replacing plant material(s) as necessary, litter removal, maintenance of the irrigation systems, weed control, payment of the water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charges for APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 were estimated based on the proposed Perris Blvd. median adjacent to the parcels. Upon future development, parcels adjacent to the proposed median shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charges for balloting APNs shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing,** tabulate the ballots, verify, and accept the results of the mail ballot proceeding for First Industrial, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M annual charges for First Industrial. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing,** tabulate the ballots, verify, or accept the results of the mail ballot proceeding for First Industrial. *This alternative would be contrary to Proposition 218 mandates and may not allow the property owners to comply with their conditions of approval.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charges for First Industrial are as follows:

Property Owner	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
First Industrial		
APN 316-200-003 (and any division thereof)	$205	$494.31
APN 316-200-009 (and any division thereof)	205	492.14
APN 316-200-010 (and any division thereof)	205	516.09
APN 316-200-011 (and any division thereof)	205	489.96
APN 316-200-012 (and any division thereof)	205	2,184.13
APN 316-200-013 (and any division thereof)	205	520.44
APN 316-200-014 (and any division thereof)	205	520.44
APN 316-200-018 (and any division thereof)	205	1040.89
APN 316-200-028 (and any division thereof)	205	435.52
APN 316-200-029 (and any division thereof)	205	1,796.51

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

There is no impact in the General Fund for the ongoing maintenance of the proposed median on Perris Blvd, north of Nandina Ave. The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceeding for First Industrial.

NOTIFICATION

On May 17, 2011, a ballot packet was mailed to the owner of each parcel associated with Tentative Parcel Map 35859. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the June 28, 2011, Public Meeting and July 12, 2011, Public Hearing was published in The Press-Enterprise on June 9, 2011. Additionally, the Public Hearing notification was published on June 23 and again on June 30, 2011.

ATTACHMENT

Attachment 1: First Industrial sample mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA07-0165 First Industrial (TPM 35859)\Stfrpt PH 07.12.11.doc

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MV00111001

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

First Industrial
c/o First Industrial Realty Trust
Jeff Evans, Operations Director
898 N. Sepulveda Blvd., Suite 750
El Segundo, CA 90245

May 17, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 are subdivided. If APNs are merged then the annual charges for those APNs shall be combined. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2010/11 for the proposed Perris Blvd. median is $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy

amount will be assessed to APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, July 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the ballots are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if a simple majority of the returned valid weighted ballots approve the annual charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted ballots oppose the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, July 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for ASSESSOR PARCEL NUMBERS (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof), **I approve** the annual CSD Zone M charges for FY 2010/11 for the proposed Perris Blvd. median of $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. Beginning FY 2011/12, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amounts shall be assessed on the Riverside County property tax bills as planning of the Perris Blvd median occurs. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
316-200-003 (and any division thereof)	☐	☐	$494.31
316-200-011 (and any division thereof)	☐	☐	$489.96
316-200-028 (and any division thereof)	☐	☐	$435.52
316-200-029 (and any division thereof)	☐	☐	$1,796.51

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for TPM 35859 is $8,490.43.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for Assessor Parcel Numbers (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-200-003 (and any division thereof)	☐	☐	$205 per parcel
316-200-011 (and any division thereof)	☐	☐	$205 per parcel
316-200-028 (and any division thereof)	☐	☐	$205 per parcel
316-200-029 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

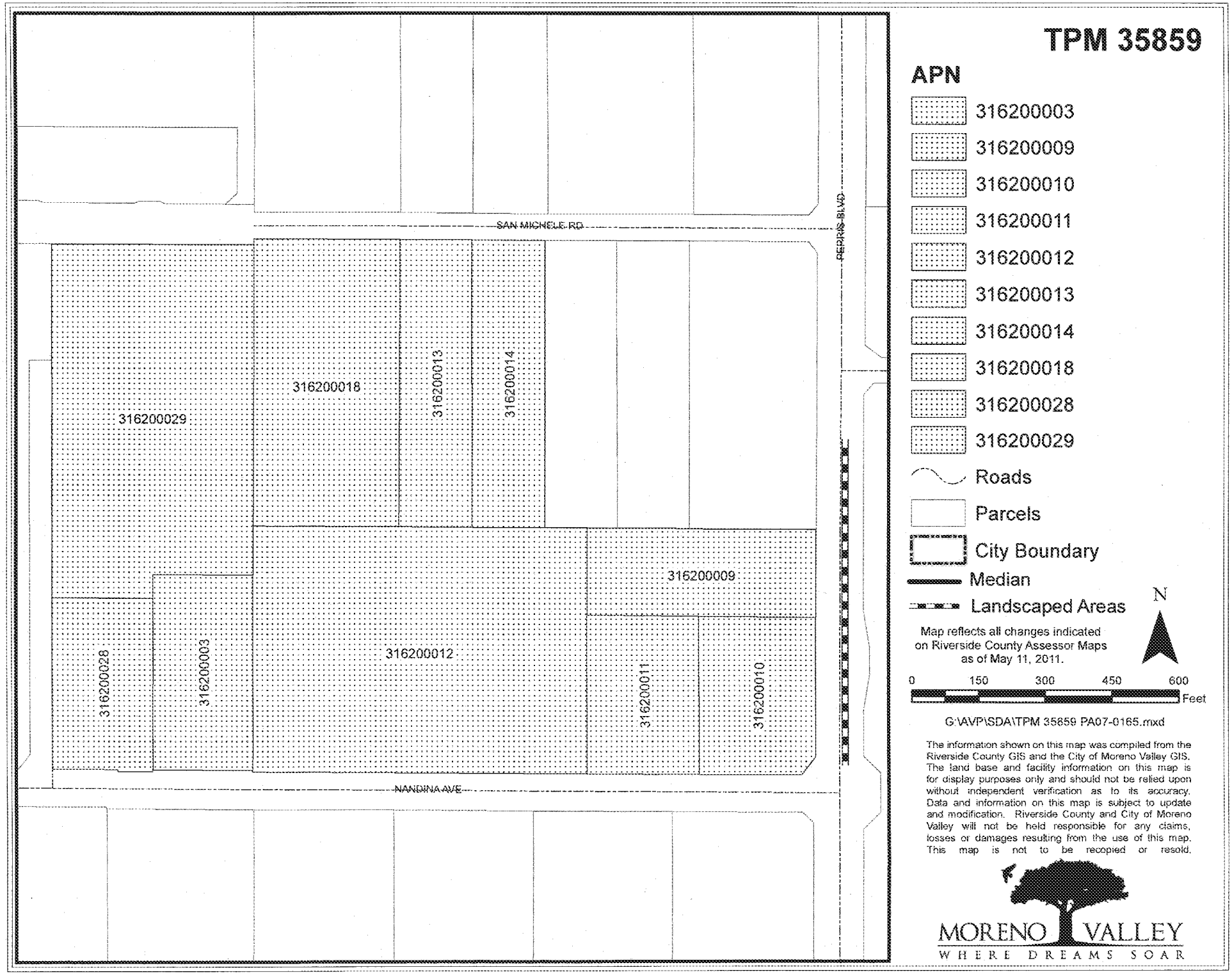
TPM 35859
APN
316200003
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Roads
Parcels
City Boundary
Median
Landscaped Areas
Map reflects all changes indicated on Riverside County Assessor Maps as of May 11, 2011.
N
0 150 300 450 600 Feet
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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.
MORENO VALLEY
WHERE DREAMS SOAR
SAN MICHELE RD
PERRIS BLVD
NANDINA AVE
316200029
316200018
316200013
316200014
316200009
316200012
316200028
316200003
316200011
316200010

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t: (562) 856-3819 | f: (562) 856-3820
www.rptrust.com

June 29, 2011

Mr. John Terell
Planning Official
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Case P08-133, PA08-0098, PA10-0017, PA08-0097, and PA09-0022
Applicant: Ridge Rancho Belago, LLC
Owner: Ridge Rancho Belago, LLC

Dear John,

As you know, on May 12, 2011 the City of Moreno Valley Planning Commission disapproved adoption of Resolution No. 2011-13 recommending to the Moreno Valley City Council the following items:

1. Approval of P08-133 (Approval and Certification of the EIR for the WestRidge Commerce Center project),
2. Approval of PA08-0098 (Zone Change),
3. Approval of PA10-0017 (Municipal Code Amendment),
4. Approval of PA08-0097 (Plot Plan), and
5. Approval of PA09-0022 (Tentative Parcel Map 36207)

On May 18th, Ridge Rancho Belago LLC formally appealed (see the attached letter) the decision of the Moreno Valley Planning Commission to the 5 member Moreno Valley City Council.
Our appeal to the Moreno Valley City Council Members was then scheduled for the July 12, 2011 City Council meeting.
Per this letter, I respectfully request a continuance of our appeal to the City Council meeting scheduled for August 23, 2011.

Thank you for your consideration and please call me if you have any questions.

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

Cc: Jeff Bradshaw, City of Moreno Valley
Gil Saenz, Inland Empire Development Services

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t (562) 856-3819 | f (562) 856-3820
www.rptrust.com

City of Moreno Valley City Council Members
c/o City of Moreno Valley Planning Division
14177 Frederick Street
Moreno Valley, CA 92553

Re: P08-133, PA08-0097, 0098, 0022 and PA08-0017

Dear Council Members Stewart, Batey, Hastings, Molina and Co:

Please accept this letter as our formal appeal of the City of Moreno Valley Planning Commission denial of the proposed Westridge Commerce Center Project (the "Project") at the Planning Commission Meeting held on May 12, 2011. Specifics of the Project are as follows:

Case Description:
Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Pursuant to the denial, there were many questions and discussions centered on the following:
1) Aesthetics (the Architecture of the building).
2) The uncertainty of a known lessee at this time.
3) Traffic
Our position and basis for our appeal relating to the above are:
1) We have constructed buildings in Centerpointe Business Park (across Frederick Street from City Hall) that are similar to what we are proposing at WestRidge Commerce Center and we have received many compliments from past planning commissions and city councils. This issue is totally personal, subjective, and without merit. We worked hard with staff to make this building appealing and to the level of standards Moreno Valley can be very proud of. In fact, the WestRidge Commerce Center architect, HPA, is the same architect for the Skechers building.
2) It is a very rare situation to have a lessee sign a lease for a building without the entitlements in place. The fact that Skechers signed a lease without entitlements is rare. Considering Skechers is a partner in the building with Highland Fairview and the fact there are very few, if any, sites available in the Inland Empire of a size to accommodate the large Skechers building.

3) Intersections and roadway improvements were clearly identified in the traffic analysis as being necessary to maintain or improve operational levels of service for this Project and General Plan. This Project will build all required improvements in the immediate vicinity as well as other off-site infrastructure required by the development. Furthermore, Redlands Blvd is a city designated truck route and the planning commission stated they did not want trucks mixing with automobiles.

Applicant:
Ridge Rancho Belago, LLC

Owner:
Ridge Rancho Belago, LLC

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

RIDGE PROPERTY TRUST

Community & Economic Development Department
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-3206
(951) 413-3210 FAX

PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

- ☐ Administrative Plot Plan
- ☐ Administrative Variance
- ☐ Amended Conditional Use Permit
- ☐ Amended Plot Plan
- ☐ Change of Zone
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Development Code Amendment
- ☐ Extension of Time
- ☐ General Plan Amendment
- ☐ Plot Plan
- ☐ Pre-Application Review
- ☐ Specific Plan
- ☐ Specific Plan Amendment
- ☐ Tentative Parcel Map
- ☐ Tentative Tract Map
- ☐ Variance
- ☒ Other Appeal

APPLICATION INFORMATION

Project/Business Name (if any): West Ridge Commerce Center

Project Description: The project proposes the development of a 937,260 SF warehouse facility on 55 acres. This application is to appeal the Planning Commission denial of the project on May 12, 2011.

Property Address/Location: South of SR60 on the north side of Eucalyptus Ave and approximately 650 feet east of Redlands Blvd

Assessor's Parcel Number(s): 488-330-003 Through -006 and -026

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:

Related Application(s): Specific Plan Name/No. :

CONTACT PERSONS

APPLICANT Name: Ridge Ranch Belago LLC — Telephone: (562) 856-3819

Address: 201 Covina Ave, Suite 8 — Fax No. (562) 856-3820

City: Long Beach — State: CA — Zip: 90803 — E-mail Address: drice@ptrnet.com

Contact Person: Derek Rice

OWNER Name: same as above — Telephone: ( )

Address: — Fax No. ( )

City: — State: — Zip — E-mail Address:

Contact Person:

REPRESENTATIVE Name: Inland Empire Development Services — Telephone: (951) 845-1003 cell 909-226-0420

Address: 931 Monarch Court — Fax No. (951) 845-9225

City: Beaumont — State: CA — Zip: 92223 — E-mail Address: gibson26@msn.com

Contact Person:

APPLICATION CONTINUES ON REVERSE

PROJECT INFORMATION

Existing Zoning and General Plan Designations	
Proposed Zoning and General Plan Designations (if applicable)	
Existing Uses and/or Structures on Site	
Surrounding Uses: North	
South	
East	
West	
Lot Size(s) (Sq. Ft.) (Smallest/Largest)	Graded Area (sq. ft.)
Total Building Size (Sq. Ft.)	Impervious area (sq. ft.)
Setbacks: Front	Flood Zone
Side (interior)	
Side (street side)	
Rear	
Maximum Building Height	
Total No. of Parking Stalls:	
Standard	
Handicapped	

N/A

APPLICATION PROCESSING

Each application must be submitted with the required processing fee and all applicable submittal requirements. Additional information or materials may be needed before an application is accepted as complete. An incomplete application may be closed if it remains inactive for 180 days or more.

OWNER'S SIGNATURE

I, Ridge Ranch Belago LLC am the owner of the property described in this application and hereby authorize
Print Name
Dennis S. Rice to act on my behalf on matters pertaining to this application.
Applicant/Representative Name

Property Owner's Signature — Date: 5-18-2011

Note: If more than one owner, a separate page must be attached, listing the names and addresses of all persons (if a corporation, list officers and principals) having interest in the property ownership.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all the foregoing information is true and correct, and recognize that any false or misleading information shall be grounds for denial of this application. I also acknowledge that I am aware of and agree to indemnify the City in any legal proceedings pertaining to this request for discretionary land use approval. Section 9.02.310 of the Moreno Valley Municipal Code.

Applicant's Signature — Date: 5-18-2011

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RIDGE RANCHO BELAGO, LLC
8430 WEST BRYN MAWR AVE
SUITE 400
CHICAGO, IL 60631
773-695-1250

JP MORGAN CHASE BANK, N.A.
CHICAGO, IL 60605

2-1/710

DATE	CHECK NO.	AMOUNT
May 17, 2011	1194	**********$750.00

Pay:**********Seven hundred fifty dollars and no cents

PAY TO THE ORDER OF
CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈001194⑈ ⑆071000013⑆495693⑈

Item No. E.3

MV00111015

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

1. **ADOPT** City Council Resolution No. 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution.

OR

If the City Council elects to overturn the Planning Commission decision, and approve the project:

1. **ADOPT** City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

2. **INTRODUCE** Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

3. **INTRODUCE** Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

4. **ADOPT** City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

5. **ADOPT** City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, on May 12, 2011, denied the proposed Zone Change required to allow the project. The Planning Commission adopted Resolution No. 2011-13 (Attachment 21) on June 9th documenting the denial by a vote of 3-2 with two commissioners absent or abstaining. Individual Planner Commissioners stated concerns with increased truck traffic on Redlands Boulevard, impacts to aesthetics and views from State Route 60, and the lack of a specified tenant for the project.

Appeal

An appeal of the Planning Commission's denial was submitted on May 19, 2011, by the applicant, Ridge Rancho Belago, LLC. The appeal was received within the required 15 day appeal period. The appeal letter has been included as Attachment 22.

The letter listed the following as the reasons for the appeal:

- The project's architecture is consistent with prior approvals for warehouse buildings of similar size;
- Requiring a project to have a signed lease agreement prior to approval of the land use is not a standard practice.
- Redlands Boulevard is currently identified as a truck route in the City's General Plan. The traffic study identified intersection and roadway segments that required mitigation to meet or improve General Plan levels of service requirements and the project has been conditioned to complete/install infrastructure in the immediate vicinity and off-site to mitigate operational impacts to the City's circulation system.

BACKGROUND

West Ridge Commerce Center

The applicant, Ridge Rancho Belago, LLC, submitted five applications for development of the West Ridge Commerce Center Project (Zone Change, Municipal Code Amendment, Plot Plan, Tentative Parcel Map, and Environmental Impact Report), in order to develop a 937,260 square foot warehouse facility on a 55-acre site located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard is presented as a Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was an issue reviewed for the project. Future Eucalyptus Avenue separates the proposed project from residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site.

In order to provide compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone

of 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

The Municipal Code Amendment would add a standard to the Light Industrial zone to require industrial and warehouse structures greater than 50,000 square feet to be separated from any residential district as determined by an air quality and noise impact analysis. The minimum separation distance would be 250 feet between the residential district and the building, truck court or loading area. Attachment 18 provides the proposed Amendment text. The proposed amendment would be effective City-wide.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility on 55 acres. The warehouse facility is a permitted use in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas on the northern and southern elevations and are screened by perimeter concrete tilt-up walls and slopes with a tree row required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide parking lot and setback landscape to include ground cover, shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will include curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, the Draft EIR was prepared by Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the Draft EIR for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required responsible agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. Two letters were received after the end of the review period.

Final Environmental Impact Report

The Draft EIR and Response to Comments constitute the Final EIR. Responses to the comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Final EIR was mailed to all interested parties and responsible agencies on April 28, 2011, in excess of the minimum notice period of 10 days required by CEQA. As was the case with the Draft EIR, the Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of

potential impacts cannot be reduced to a less than significant level. As identified in the document, these impacts are considered to be significant and unavoidable.

Although certain identified impacts cannot be reduced to less than significant levels, CEQA allows the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs. If the decision making body determines that the benefits of a proposed project outweigh its unavoidable adverse environmental effects, it may adopt a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant and do not require mitigation. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

Typically, the Planning Commission would take public testimony on the EIR and project and forward a recommendation to City Council. However, since the Planning Commission voted 3-2 denying approval of the requested Zone Change, effectively denying the project, no review or recommendation on the EIR was required.

Before the proposed project can be acted upon, the City Council must review the final EIR, receive public testimony and either certify or reject the Final EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

The proposed Municipal Code Amendment is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

DISCUSSION

Planning Commission Public Hearing

Prior to the Planning Commission public hearing on May 12, 2011, staff received three emails from the Sierra Club commenting on the project and the related EIR. An email was also submitted by Paul Claxton, along with letters from the South Coast Air Quality Management Board and Johnson & Sedlack (Attachments 23-28). Copies of the referenced correspondence were provided to the Planning Commission.

A public hearing for the project was conducted on May 12, 2011. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to building architecture, notification efforts by the applicant, and pre-leasing the building prior to approval of the land use.

There were three speakers at this meeting. Concerns raised by the speakers included increased truck traffic on Redlands Boulevard and Ironwood Avenue, too frequent changes to the General Plan Land Use Element, the City's policy for notification of a public hearing, opposition to the Zone Change request, preservation of the rural east end of City, air quality and Commissioner objectivity.

The Planning Commission asked the applicant whether they would agree to change the architecture or guarantee a tenant or buyer. The applicant indicated that securing a tenant or buyer prior to approval of the project was not a possibility. The applicant was not willing to make changes to the architecture and asserted that the proposed architecture meets current City design criteria. Planning staff stated that the proposed architecture is consistent with both the Municipal Code and prior City warehouse approvals.

Following public testimony, the Planning Commissioners discussed the project, and then voted 3-2 to deny the Zone Change, effectively denying the project based on concerns with the project's design and potential impacts. There was no discussion of the Environmental Impact Report and no recommendation action taken on project's environmental documents.

ALTERNATIVES

1. The City Council could deny the project by adopting the denial resolution included as Attachment 2.

2. The City Council could approve the project by adopting the resolutions and ordinances included as Attachments 3 through 7.

3. The City Council could modify the project as presented.

4. The City Council could refer the project back to the Planning Commission with direction.

SUMMARY

This report addresses the appeal of the Planning Commission's May 12, 2011 denial of Zone Change application PA08-0098 to change the zone from Business Park to Light Industrial for a 55 acre site for the West Ridge Commerce Center project. The project also includes applications for Plot Plan PA08-0097 for a 937,260 square foot warehouse facility on 55 acres; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum

separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal. Staff has provided recommended actions that would permit City Council to either uphold the Planning Commission denial or overturn that action and approve the proposed project.

NOTIFICATION

Notice of the appeal of the proposed West Ridge Commerce Center project was provided to all property owners of record within 300' of the properties covered under these applications as well as agencies and interested parties that requested notification of public meetings for this project. The public hearing notice for this project was also posted on the property site and published in the local newspaper.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. City Council Denial Resolution No. 2011-76
3. Environmental Impact Report Resolution No. 2011-77, including Statement of Overriding Considerations and Mitigation Monitoring Program
4. Ordinance No. 829 - Zone Change
5. Ordinance No. 830 - Municipal Code Amendment
6. Resolution No. 2011-78 - Plot Plan PA08-0097
7. Resolution No. 2011-79 - Tentative Tract Map 36207
8 Planning Commission Staff Report excluding exhibits
9. Planning Commission Minutes from May 12, 2011 meeting
10. Environmental Impact Report
11. Site Plan
12. Elevations
13. Color Rendering
14. Cross Sections – Line of Sight
15. Preliminary Landscape Plan
16. Tentative Parcel Map 36207
17. Aerial Photograph
18. Revisions to Municipal Code Chapter 9.05 Industrial Districts
19. Response to SCAQMD comments
20. Response to Tom Hyatt comments
21. Planning Commission Denial Resolution No. 2011-13
22. Appeal letter from Ridge Rancho Belago, LLC dated 05/19/11
23. Sierra Club email dated 05/05/11
24. Sierra Club email dated 05/09/11
25. Sierra Club email dated 05/11/11
26. Johnson & Sedlack comment letter dated 05/12/11
27. South Coast Air Quality Board comment letter dated 05/12/11
28. Email comments from Paul Claxton date 05/11/11

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00111025

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: P08-133 – Environmental Impact Report
PA08-0098 – Zone Change
PA10-0017 – Municipal Code Amendment
PA08-0097 – Plot Plan
PA09-0022 – Tentative Parcel Map No. 36207

APPLICANT: Ridge Rancho Belago, LLO

OWNER: Ridge Rancho Belago, LLC

REPRESENTATIVE: Inland Empire Development Services

LOCATION: South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard

PROPOSAL: A public hearing regarding an appeal of the Planning Commission's May 12, 2011 denial of a Zone Change (PA08-0098) from Business Park (BP) to Light Industrial (LI) for a 55 acre site for the West Ridge Commerce Center project. The project also includes a Plot Plan (PA08-0097) for a 937,260 square foot warehouse facility; Tentative Parcel Map No. 36207 (PA09-0022) to create a single parcel; and a Municipal Code Amendment to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the project.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 3

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

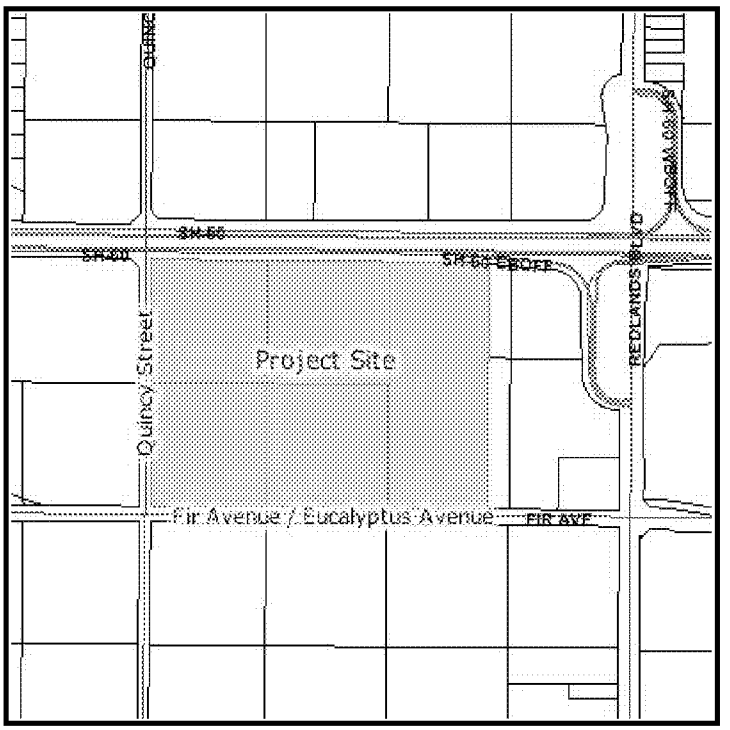

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: July 12, 2011 at 6:30 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

ATTACHMENT 1

Item No. E.3

MV00111026

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MV00111027

RESOLUTION NO. 2011-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING A CHANGE OF ZONE (PA08-0098) FROM BP (BUSINESS PARK) TO LI (LIGHT INDUSTRIAL) FOR AN APPROXIMATE 55 ACRE SITE, LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of a change of zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an approximately 55 acre site located on the south side of State Route 60, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the Zone Change application.

WHEREAS, on June 9, 2011, the Planning Commission adopted a resolution by a vote of 3 to 2 to deny the proposed Change in Zone.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider an appeal of the Planning Commission's denial of the Zone Change application.

WHEREAS, the project also includes applications for an Environmental Impact Report (EIR) (P08-133), a Municipal Code Amendment (PA10-0017), a Plot Plan (PA08-0097) and Tentative Parcel Map No. 36207 (PA09-0022). Since the City Council voted to deny the Change of Zone, no action on the related project applications is required, since the applications are moot.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. The Moreno Valley General Plan designates State Route 60 (SR-60) as a local scenic road (Policy 7.7.3). In addition, Figure 5.11-1, "Major Scenic Resources," illustrates that the Project site is located within a view corridor.

The proposed Change of Zone may not be consistent with the General Plan's policy regarding protection of scenic resources. The proposed project includes a 937,260 square foot warehouse industrial building which exceeds the maximum building area of 50,000 square feet permitted by the current zoning designation of Business Park. Adequately designing a building elevation(s) that is visible along a scenic corridor might prove difficult due to the scale and massing of a single large warehouse building. A business park comprised of smaller buildings (50,000 square feet or less) might afford opportunities for view corridors between the structures.

2. The proposed warehouse industrial buildings would increase the amount of heavy truck traffic on adjacent Redlands Boulevard leading from the project to Highway 60. Potential conflicts may be created with the mixing of heavy trucks and residential and business park traffic. The increase in heavy truck traffic would be incompatible with the lower intensity business park uses and residential uses identified on the General Plan Land Use Element for this area. The proposed warehouse industrial building would be better suited to areas in the City that provide better access to the freeway system through upgraded roadways and freeway interchanges.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, DENYING a Change of Zone (PA08-0098) for an approximate 55 acre site from BP (Business Park) to LI (Light Industrial).

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00111031

RESOLUTION NO. 2011-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P08-133), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE WEST RIDGE COMMERCE CENTER PROJECT, GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF FIR AVENUE/FUTURE ECUALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD.

WHEREAS, on July 12, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes a Plot Plan for a 937,260 square foot distribution warehouse facility on 55 acres. The warehouse building includes 173 dock doors and provides parking for 307 employees/visitors and 175 trailer parking spaces within the enclosed truck court. The project site is currently zoned Business Park which limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial is required to allow the larger building proposed by the project. Tentative Parcel Map No. 36207 proposes to combine the multiple parcels of the project site into a single parcel This project also requires approval of a Municipal Code amendment to Chapter 9.05 Industrial Districts to require a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. The proposed amendment will be effective citywide;

WHEREAS, the project includes applications for a Change of Zone (PA08-0098), Municipal Code Amendment (PA10-0017), a plot plan (PA08-0097) and a tentative parcel map (PA09-0022). All the applications are related but shall not be approved unless the Environmental Impact Report (P08-133) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on October 22, 2010, while the review period ended on December 6, 2010. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on April 28, 2011, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

ATTACHMENT 3

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider a Final EIR for this project.

WHEREAS on July 12, 2011, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed West Ridge Commerce Center Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, the final EIR includes a review of potential impacts associated with the implementation of the West Ridge Commerce Center Project, including, but not limited to aesthetics, air quality, biological resources, cultural resources, hydrology and water quality, land use, noise, transportation/traffic, and utilities/service systems;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the West Ridge Commerce Center Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the West Ridge Commerce Center Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed West Ridge Commerce Center Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects and the Approval of the Westridge Commerce Center Project (State Clearinghouse No. 2009101008)

I. INTRODUCTION

The City Council of Moreno Valley (this "Council"), in certifying the EIR for the Westridge Commerce Center Project and approving Tentative Parcel Map 36207 and a Plot Plan authorizing the construction of up to 937,260 square feet of light industrial/distribution warehouse uses (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented at the end of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring and Reporting Program ("MMRP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record before this Council, including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience. The omission of some detail or aspect of the EIR does not mean that it has been rejected by this Council.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the City of Moreno Valley. The Project site consists of approximately 54.66 acres of vacant and undeveloped land, located southeasterly of the SR-60 interchange with Redlands Boulevard. Specifically, the Project is bounded by SR-60 to the North, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the

EXHIBIT A

west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east.

Properties to the west of the Westridge Commerce Center Project site, across the Quincy Channel, are currently in agricultural production; however, a development proposal has been submitted to the City for this adjacent site, involving six (6) distribution warehouse facilities totaling approximately 2.25 million square feet on 117 acres, and an EIR is currently being prepared for this project. To the south, across the Fir (future Eucalyptus) Avenue alignment, properties are currently vacant with the exception of one residence located near the southeasterly corner of the Project site. No active development proposals exist for southerly adjacent properties, which have a General Plan Land Use designation of "R2," allowing two dwelling units (DU) per acre. Properties immediately to the east of the Project site are designated for commercial use, though no development proposal is currently on file. Further to the east, across Redlands Boulevard, the Highland Fairview Corporate Park project is currently under construction. At buildout, this Project would involve approximately 2.6 million square feet of warehouse distribution uses and 200,000 square feet of commercial uses on approximately 158 acres located south of SR-60, between Redlands Boulevard and Theodore Street.

2. <u>Project Description</u>

The Project consists of construction and operation of an approximately 937,260 square foot light industrial/distribution warehouse facility, with onsite parking, circulation, and all required infrastructure. The Project site is currently designated for Business Park/Light Industrial uses in the City's General Plan, and its zoning designation is Business Park. The development of the Project requires a change of zone, from Business Park to Light Industrial zoning, to allow for the proposed light industrial/distribution warehouse uses configured in a single structure greater than 50,000 square feet. A Municipal Code text amendment to Section 9.05.020 B is also required by the Project, to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- A zone change from Business Park to Light Industrial;
- Amendment to Municipal Code Section 9.05.020 B [Light Industrial Districts];
- Tentative Parcel Map approval (PM 36207);
- Development Plan Review and Plot Plan approval for the entire Project;
- Construction, grading, and encroachment permit approvals;
- Vacation and/or dedication of public rights-of-way and easements;
- Approval of the Final Water Quality Management Plan (WQMP); and
- Any other City of Moreno Valley approvals that may be necessary pursuant to applicable laws and regulations.

B. PROJECT OBJECTIVES

The Project Objectives include the following:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On October 1, 2009 the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.
- On October 28, 2009, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP public review period ran for 30 days, from October 1 to October 30, 2009. Written comments on the NOP were received from 26 different agencies, organizations, and individuals. The scope of the issues identified in the comments expressing concern included potential impacts associated with: aesthetics; agricultural resources; air quality; biological resources; geology and soils (seismic risk); hazardous materials; hydrology/water quality; land use; noise; solid waste generation; traffic and circulation; water supply; alternatives selection; cumulative impacts; growth inducement; and the use of green building standards and solar energy.
- Based on the Initial Study, included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information and analysis to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Agricultural Resources; (2) Geology and Soils; (3) Hazards/Hazardous Materials; (4) Mineral Resources; (5) Population/Housing; (6) Public Services; (7) Recreation; and, (8) Utilities and Service Systems.

- On October 21, 2010, the NOA/NOC was filed with the Riverside County Recorder and the State Clearinghouse and the DEIR was circulated for the 45 day public review, which ended December 6, 2010.
- The City received a total of six (6) comment letters from public agencies; five (5) from local business or community organizations; and thirteen (13) from individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.
- On December 2, 2010, the City held a publicly noticed meeting to provide additional information about the Project and the EIR.
- On April 29, 2011 in accordance with *Public Resources Code* Section 21092.5, the City provided written proposed responses to public agencies that commented on the DEIR.
- On May 12, 2011, the City Planning Commission conducted a public hearing to consider the Project. After public testimony presented at the hearing, the Planning Commission denied the requested Zone Change for the Project, effectively denying the Project.
- On May 19, 2011, an appeal letter and application were submitted to the City by the applicant, Ridge Rancho Belago, LLC, appealing the Planning Commission's denial of the Project to the City Council.
- On June 30, 2011, Notice of the City Council hearing to consider the Project was provided in the following newspaper(s) of general and/or regional circulation: Press Enterprise.
- On July 12, 2011, this Council approved a continuance to August 23, 2011.
- On August 23, 2011, this Council held a public hearing to consider the Project and staff recommendations. The City, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of Overriding

Considerations, and the further recommendations in the Staff Report, and approved the Project, including the requested change of zone, Municipal Code Amendment, and PM 36207 (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of Applied Planning, Inc. ("Applied Planning") to prepare the EIR for the Project. Applied Planning has prepared the EIR under the supervision, direction and review of the City with the assistance of an independent peer review (Willdan Associates). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA CPRC Section 21067 as amended. The City Council has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *Public Resources Code* Section 21082.1(c)(3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose.

Finding: Unless specifically stated to the contrary in these findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures

recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these facts, findings and statement of overriding considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 and 5.0 of the DEIR and Section 4.0 of the FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Chapter 3.0 of the FEIR.

The EIR evaluated nine major environmental categories for potential impacts including Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hydrology and Water Quality, Land Use, Noise, Traffic and Circulation and Water Supply. Both Project-specific and cumulative impacts were evaluated. Of these nine major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub issues discussed in Sections V.A and V. B below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

1. **Land Use**

a. **General Plan Consistency**

Potential Significant Impact: Whether the Project is consistent with applicable provisions of the City's General Plan.

Findings: Potential impacts of the Project related to consistency with the General Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to General Plan consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's General Plan Land Use designation is "Business Park/Light Industrial." The warehouse and distribution uses proposed by the Project are permitted or conditionally permitted by, and therefore are considered to be consistent with, applicable General Plan Land Use Plans and Policies. (DEIR, pg. 4.1-17) Accordingly, impacts associated with General Plan consistency would be less-than-significant and no mitigation is required.

b. **Zoning Consistency**

Potential Significant Impact: Whether the Project would conflict with the applicable zoning.

Findings: Potential impacts of the Project related to consistency with zoning are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to zoning consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's existing zoning designation of Business Park (BP) does not allow for development of distribution warehouse uses within single structures of more than 50,000 square feet, as proposed by the Project. As such, a zone change from BP to Light Industrial (LI) is requested in order to accommodate the Project. The proposed LI zoning designation is consistent with the site's underlying General Plan Land Use designation of Business Park/Light Industrial. In order to ensure compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses, a Municipal Code Amendment is also proposed that would require a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as

required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. (DEIR, pgs. 4.1-20 to 4.1-24) Accordingly, with approval of the Project's requested zone change and Municipal Code Amendment, impacts associated with zoning consistency would be less-than-significant and no mitigation is required.

c. Consistency with SCAG Plans and Policies

Potential Significant Impact: Whether the Project would conflict with any applicable Southern California Association of Governments (SCAG) plan or policy.

Findings: Potential impacts of the Project related to consistency with the applicable SCAG plans and policies are discussed in detail in Section 4.1 of the Draft EIR. Based on the entire record before us, this Council finds that no significant impacts related to inconsistency with SCAG's regional plans or policies areas will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a SCAG member agency, and is subject to applicable Policies of SCAG's regional plans. The DEIR assessed the Project and found it to be consistent with applicable SCAG Policies on Growth Management, Air Quality, Open Space and Conservation, and Water Quality, Regional Transportation. The Project was also found to be consistent with SCAG's Regional Transportation Plan and Compass Growth Visioning Principles. (DEIR, pgs. 4.1-24 to 4.1-30) Accordingly, any impact associated with SCAG plan or policy consistency would be less-than-significant and no mitigation is required.

d. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with applicable Habitat Conservation Plans or other natural community conservation plans.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and the Stephens' Kangaroo Rat Habitat Conservation Plan. The Project complies with all applicable provisions of the MSHCP. The Project site is not within an MSHCP Criteria Cell, nor is the site within 1,000 feet of an identified Criteria Cell. No MSHCP conservation areas or habitat linkages occur onsite. (DEIR, pg. 4.1-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required.

Prior to the implementation of the MSHCP, Riverside County adopted a separate HCP for the Stephens' kangaroo rat (SKR, Dipodomys stephensi), which are federally listed as endangered and state listed as threatened. As with the MSHCP, participants of the SKR HCP can incorporate projects into the incidental "take" permit for SKR if the project complies with the requirements of the SKR HCP implementing agreement. Payment of the mitigation fees and compliance with the SKR HCP requirements provides full mitigation under CEQA for impacts to SKR. (DEIR, pg. 4.8-14)

e. Potential to Divide an Established Community

Potential Significant Impact: Whether the Project would physically divide an established community.

Findings: Potential impacts of the Project related to the potential division of an established community are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the physical division of an established community will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is located within, and continues the business park/light industrial land uses that exist or are proposed along the City's southerly SR-60 frontage, consistent with land use and development patterns reflected in the Moreno Valley General Plan Land Use Map. Adjacent parcels to the east and south are currently vacant, with the exception of a single family residence to the south of Fir (future Eucalyptus) Avenue near the Project site's southeasterly corner. Parcels adjacent to this residence are designated for Rural Residential (RA-2) uses. However, with the exception of the single existing residence south of Fir (future Eucalyptus) Avenue, this adjacent, residentially designated area is not yet

developed, and as such, does not constitute an "established community." Implementation of the Project will realize light industrial/warehouse distribution uses that are compatible with, and similar to, anticipated development to the east and west of the Project as part of the approved Highland Fairview Corporate Park project, and the proposed ProLogis project. (DEIR, pgs. 4.1-32 to 4.1-33) Accordingly, any impacts related to the division of an established community would be less-than-significant and no mitigation is required.

f. Cumulative Impacts Related to Land Use

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to land use.

Findings: Potential cumulative impacts of the Project related to land use are discussed in detail in Section 5.1.1.1 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to land use will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. While it is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area, the proposed land use is consistent with the City's General Plan Land Use Element. The Project is also consistent with SCAG's regional plans and policies and the Western Riverside County MSHCP. With approval of the requested zone change (from Business Park to Light Industrial) and Municipal Code Amendment, in addition to approval of the discretionary actions identified in Section II (A)(3) of these Findings, the Project's contributions to potential cumulative land use impacts related to General Plan, Zoning, and Regional Plan consistency are less-than-significant. There are no known or probable off-site development proposals that would not, or could not, comply with applicable General Plan provisions; or that would otherwise adversely compound land use approvals requested by the Project, and so be determined to be cumulatively significant. It is assumed that other development projects within the cumulative impact area will also request appropriate discretionary land use approval where necessary, thereby reducing potential cumulative impacts. (DEIR, pgs. 5-5 to 5-7) Accordingly, any impacts to land use would not be cumulatively considerable and no mitigation is required.

2. Traffic and Circulation

a. Increase in Roadway Hazards

Potential Significant Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Findings: Potential impacts of the Project related to increased roadway hazards are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: To ensure appropriate design and implementation of all Project access improvements, the final design of the Project site plan, to include locations and design of proposed driveways, shall be reviewed and approved by the City Traffic Engineer. Efficient and safe operations of the Project are provided by on-site and localized circulation and intersection improvements included as components of the Project. The safety of bicyclists and pedestrians shall be taken into consideration during the final design of future intersections within the vicinity of the Project. Additionally, sight distance at each Project access point shall be reviewed with respect to standard Caltrans/City of Moreno Valley sight distance standards at the time of preparation of final grading, landscape and street improvement plans. Temporary and short-term traffic detours and traffic disruption that may result during Project construction is adequately addressed through the submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours. Implementation of the approved construction area traffic management plan and resulting construction traffic control measures reduces potential circulation system impacts during construction to levels that are less-than-significant. (DEIR, pgs. 4.2-84 to 4.2-85) Therefore, no mitigation is required.

b. Emergency Access

Potential Significant Impact: Whether the Project would result in inadequate emergency access or access to nearby uses.

Findings: Potential impacts of the Project related to emergency access are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the construction area traffic management plan/construction traffic control measures will assure adequate emergency access during the construction of the Project. Adequate emergency access will be provided upon completion of the Project improvements and mitigation measures. Prior to buildout of the local roadway system, which will ultimately include a bridge over the Quincy Channel, analysis included in the DEIR indicates that emergency vehicles serving the Project vicinity will be able to meet or exceed Moreno Valley Fire Protection Agency objectives for a five-minute response time using any of three alternate routes. Additionally, buildout of the local roadway system will improve overall emergency response to the area. (DEIR, pgs. 4.2-86 to 4.2-88) Accordingly, any impacts related to emergency access would be less-than-significant and no mitigation is required.

c. Alternative Transportation

Potential Significant Impact: Whether the Project would conflict with adopted policies supporting alternative transportation.

Findings: Potential impacts of the Project related to alternative transportation are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to alternative transportation will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Riverside Transit Agency (RTA) currently provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. City staff has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project. However, the Project does not propose elements or aspects that would interfere or conflict with

the future provision of transit services. The Project will provide pedestrian and bikeway facilities consistent with City Municipal Code requirements to be identified in the Project Conditions of Approval, thereby reducing potential impacts below significance thresholds. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pg. 4.2-89) Therefore, no mitigation is required.

d. Air Traffic Patterns

Potential Significant Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an Airport Area of Influence or Airport Land Use Plan (ALUP). The March Inland Port/March Air Reserve Base is the airport located nearest the Project site, approximately five miles to the southwest. The Project does not propose elements that would affect, or be affected by, air traffic facilities. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pgs. 4.2-89 to 4.2-90) Therefore, no mitigation is required.

3. <u>Air Quality</u>

a. Air Quality Management Plan Consistency

Potential Significant Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to the applicable air quality plan are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The

Project is consistent with AQMP Consistency Criterion No. 1 because it will not cause a potential increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP. (DEIR, pgs. 4.3-51 to 4.3-52) The Project will not exceed the California Ambient Air Quality Standards ("CAAQS") for localized criteria pollutants during construction operations. While operational emissions will be generated in excess of SCAQMD's regional threshold criteria, these emissions are already accounted for in the AQMP since the Project is consistent with the land uses and development intensities reflected in the City General Plan and incorporated in the adopted AQMP. Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and incorporated in the adopted AQMP. Because the Project is consistent with the General Plan Land Use designation of Business Park/Light Industrial, it does not exceed growth projections contained in the City's General Plan, and is consistent with growth assumptions in the AQMP. (DEIR, pgs. 4.3-52 to 4.3-53) Accordingly, impacts related to consistency with the applicable air quality plan will be less-than-significant and no mitigation is required.

b. Objectionable Odors

Potential Significant Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose land uses typically associated with emitting objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon

completion of the respective phase of construction and is thus considered less-than-significant. Project-related operational odor sources such as vehicle exhaust and routine painting/ maintenance activities are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects. (DEIR, pg. 4.3-88) Accordingly, impacts related to objectionable odors will be less-than-significant and no mitigation is required.

c. Greenhouse Gas Emissions

2. Potential Significant Impact: Whether the Project would directly or indirectly generate greenhouse gas emissions that may have a significant impact on the environment.

3. Findings: Potential impacts of the Project related to greenhouse gas emissions are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to the direct or indirect creation of greenhouse gas emissions and, therefore, no mitigation is required. Nonetheless, in order to reduce Project-related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, the following Mitigation Measures 4.3.11 through 4.3.13 will be implemented through the MMRP.

4.3.11 *Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.*

- *Increase in insulation such that heat transfer and thermal bridging is minimized;*
- *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*
- *Incorporate dual-paned or other energy efficient windows;*

- *Incorporate energy efficient space heating and cooling equipment;*
- *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;*
- *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.*
- *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.*
- *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*

4.3.12 *The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.*

4.3.13 *GHG emissions reductions measures shall also include the following:*

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan*

approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;

- *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.*
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*
- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*
    - *Implementation of compressed workweek schedules;*
    - *SmartWay partnership;*

- *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*
- *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*
- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks; and*
- *Use of SmartWay 1.25 rated trucks.*

Facts in Support of the Findings: As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the DEIR's analysis demonstrates that the Project will not exceed the proposed quantitative thresholds of CARB or the SCAQMD. Accordingly, Project greenhouse gas emissions impacts are considered less-than-significant. (DEIR, pgs. 4.3-88 to 4.3-94)

a. Greenhouse Gas Emission Reduction Plan Consistency

Potential Significant Impact: Whether the Project would conflict with any applicable plan, policy or regulation adopted for the purposes of reducing the emissions of greenhouse gases.

Findings: Potential impacts of the Project related to consistency with greenhouse gas emission reduction plans are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable greenhouse gas emissions reduction plans and, therefore, no mitigation is required.

Facts in Support of the Findings: In the absence of approved guidelines or thresholds, the Project's consistency with the State's goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change Scoping Plan. As documented in the DEIR, the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. Additionally, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures. (DEIR, pgs. 4.3-94 to 4.3-110) Accordingly, impacts related to consistency with applicable greenhouse gas emissions reduction plans will be less-than-significant and no mitigation is required.

4. Noise

a. Ground-Borne Vibration/Ground-Bourne Noise

Potential Significant Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to ground-borne vibration and groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. (DEIR, pg. 4.4-28) Although

heavy equipment employed during Project construction could potentially generate groundborne vibration resulting in annoyance at area residential land uses, the only sensitive receptor close enough to the Project site to experience disturbance is the single residence located at 28855 Fir Avenue. Vibration-producing activities at this location are unlikely to be sustained during the entire construction period, but will occur rather only during the times that heavy construction equipment in the vicinity of this residence at the Project site perimeter. (DEIR, pgs. 4.4-27 to 4.4-28) Accordingly, potential groundborne vibration impacts due to Project construction or operations are less-than-significant and no mitigation is required.

b. Aircraft Noise

Potential Significant Impact: Whether the Project would result in significant impacts related to aircraft noise.

Findings: Potential impacts of the Project related to aircraft noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to aircraft noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an airport land use plan or within two miles of a public airport, public use airport, or private airstrip. While occasional aircraft overflight noise from regional air facilities is expected to occur, the Project would not expose people residing or working in the Project area to excessive noise levels from aircraft operations. (DEIR, pg. 4.4-28) Accordingly, impacts related to aircraft noise will be less-than-significant and no mitigation is required.

5. Water Supply

a. Effect on Groundwater Supplies

Potential Significant Impact: Whether the Project would substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

Findings: Potential impacts of the Project in regard to groundwater supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose nor require direct ground water withdrawals. Water to be provided to the Project will be supplied from imported water through MWD, with no impact to groundwater supplies. As such, the Project would not substantially deplete groundwater supplies. Nor will the Project substantially interfere with groundwater recharge capabilities. No designated groundwater recharge facilities exist within or proximate to the Project site, nor does the Project propose elements or operations that would directly or indirectly affect any designated groundwater recharge facilities. The Project will establish open space areas and landscaping allowing for potential capture, retention and infiltration of storm waters to the groundwater table. Accordingly, Project-related impacts relative to groundwater supply and recharge are less-than-significant. (DEIR, pgs. 4.5-26 to 4.5-27) Therefore, no mitigation is required.

b. Require New Water Supplies

Potential Significant Impact: Whether the Project would require new or expanded water supplies.

Findings: Potential impacts of the Project in regard to water supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required. Nonetheless, in order to further reduce the Project's overall water use, ensure ongoing availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project Water Supply Assessment (WSA), the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measure 4.5.1 through 4.5.4. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.

4.5.1 *Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.*

4.5.2 *The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.*

4.5.3 *The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.*

4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.*

Facts in Support of the Findings: As required under SB 610/221, a WSA has been prepared for the Project. The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, Eastern has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. With the implementation of these conditions, incorporated in the DEIR as Mitigation Measures 4.5.1 through 4.5.4, Project-related impacts relative to water supply are less-than-significant. (DEIR, pgs. 4.5-27 to 4.5-29)

c. Cumulative Impacts Related to Water Supply

Potential Significant Impact: Whether the Project would result in cumulatively considerable impacts related to water supply.

Findings: Potential cumulative impacts of the Project related to water supply are discussed in detail in Section 5.1.1.5 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to water supply will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential cumulative or areawide impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. It is assumed that other development projects within the cumulative impact area will also be realized consistent with development anticipated by the adopted Urban Water Management Plan (UWMP), and, like the Project, be required to pay connection and use fees providing for improvement and maintenance of serving water systems, thereby reducing potential cumulative impacts. Based on the preceding discussion, the Project's potential contribution to cumulative impacts in regard to water supply is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-17) Therefore, no mitigation is required.

6. Hydrology and Water Quality

a. Violate Water Quality Standards

Potential Significant Impact: Whether the Project would violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality.

Findings: Potential impacts of the Project related to water quality are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any exceedance of water quality or waste discharge standards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential erosion and siltation impacts related to Project construction will be addressed through the preparation and implementation of a City-approved Storm Water Pollution Prevention Plan (SWPPP), which is required to identify sources of sediments and other pollutants that could affect the quality of storm water discharge, and associated Best Management Practices (BMPs) such as the installation of filter fabric fences, sandbars, and checkdams to reduce pollutants within storm water discharge consistent with City,

County, and Regional Water Quality Control Board (RWQCB) performance standards. To prevent or reduce the effects of urban runoff that could result from long-term Project operations, a Project-specific Water Quality Management Plan (WQMP) will be implemented consistent with the requirements of Riverside County's National Pollutant Discharge Elimination System (NPDES) permit. The Project WQMP will incorporate selected BMPs approved by the City, the Riverside County Flood Control and Water Conservation District, and the Santa Ana RWQCB to establish a program and means to prevent or minimize potential storm water pollutant discharges over the life of the Project. As such, the potential for the Project to violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality is determined to be less-than-significant. (DEIR, pgs. 4.6-16 to 4.6-22) Accordingly, no mitigation is required.

b. Flooding on- or off-site

Potential Significant Impact: Whether the Project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems; or provide substantial additional sources of polluted runoff.

Findings: Potential impacts of the Project relating flooding and stormwater management are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flooding or excess runoff will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project's drainage facilities will maintain existing drainage patterns (trending from northwest to southeast) will be maintained, and no stormwater runoff from the Project site will be directed to the Quincy Channel. Project storm water management improvements will be implemented to accommodate existing off-site flows in combination with increased onsite storm water discharge rates/volumes, and to address Project-related urban storm water pollutants. These include construction of a concrete cut-off wall protection barrier along the westerly edge of the Project area, to be located and designed so as not to impact any Delineated Jurisdictional Areas along the eastern bank of Quincy Channel,

and to help prevent any further erosion caused by migrating flows from the Quincy culvert crossing the SR-60 freeway. Along the south side of the Project, within the Fir (future Eucalyptus) Avenue right-of-way, drainage facilities will be installed consistent with Riverside County's Moreno Area Drainage Plan (ADP) line D-3. Along the east side of the property, the existing 60-inch culvert will remain in place to convey the runoff from north of the freeway to the existing drainage ditch on the west side of Redlands Boulevard. (DEIR, pgs. 4.6-23 to 4.6-25)

On-site, a series of underground pipes has been designed to collect the runoff from around the proposed facility. The underground pipes will be routed to the proposed bio-retention basins and detention basin at the south side of the facility. These basins would reduce storm water discharge from the site to levels equivalent to pre-development conditions, thereby precluding incremental impacts to receiving storm drain facilities. The on-site detention basin system will be designed to detain the differential runoff created due to the development of the site for the 2, 5, 10 and 100 year; 1, 3, 6 and 24 hour storm events. The detention basins will be equipped with an overflow structure that will release runoff into the public storm drain facility (Line D-3) and will ultimately drain to the drainage ditch along the west side of Redlands Boulevard.

Prior to issuance of grading permits, detailed final grading and drainage plans will be reviewed and approved by the City, in compliance with City, County, and SARWQCB requirements. Implementation of approved Project drainage improvements ensures that the Project would appropriately convey storm water runoff without adversely affecting upstream or downstream drainage characteristics. Further, pursuant to the Project SWPPP and WQMP (which, as discussed previously, are designed to minimize potential hydrologic and water quality impacts), Project-generated storm water runoff would not constitute a substantial pollutant source. (DEIR, pgs. 4.6-24 to 4.6-25) Accordingly, the Project would not substantially alter existing drainage patterns and has been developed in a manner that will assure that future runoff does not create any flooding issues, or otherwise exceed the capacity of stormwater drainage systems. Accordingly, any impacts related to flooding and stormwater management would be less-than-significant and no mitigation is required.

c. Place Structures or Housing within a 100-Year Floodplain

Potential Significant Impact: Whether the Project would place housing or structures that would impede or redirect flood flows within a 100-year flood hazard area.

Findings: Potential impacts of the Project related to hydrology and flooding are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the placement of structures or housing within a 100-year floodplain will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a 100-year flood hazard area, nor is the Project site located within a Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 100-year floodplain. Further, the Project does not propose the construction of housing. Implementation of new drainage facilities will ensure adequate flood carrying capacity for storm drainage generated on-site, as well as existing runoff entering the Project site from adjacent properties. As such, the potential for the Project to place housing or structures within a 100-year flood hazard area which would impede or redirect flood flows is less-than-significant. (DEIR, pg. 4.6-27) Accordingly, no mitigation is required.

d. Other Flood Hazards

Potential Significant Impact: Whether the Project would expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or inundation by seiche, tsunami, or mudflow.

Findings: Potential impacts of the Project related to flood hazards discussed in detail in Section II-E of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flood hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a dam inundation area, nor does the Project site lie within a General Plan-designated 100-year flood hazard area or FIRM 100-year floodplain area. Notwithstanding, in order to preclude potential flood damage, the Project will be designed to provide protection of the proposed buildings and Project employees for the 100-year flood event by ensuring that the finished floor is set a minimum of one foot above the 100-year on-site flood elevation. Further, the proposed Project site is not

located within the vicinity of a hazardous coastal area, large water body, or unstable hills or slope. As such, the Project would not expose people to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam; or by inundation from a seiche, tsunami, or mudflow. (DEIR, pg. 4.6-28) Accordingly, no mitigation is required.

e. Cumulative Impacts Related to Hydrology and Water Quality

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts related to hydrology and water quality.

Findings: Potential cumulative impacts of the Project related to hydrology and water quality are discussed in detail in Section 5.1.1.6 of the DEIR. Based on the entire record before us, this Council finds that no significant cumulative impacts related to hydrology and water quality will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area within the jurisdiction of the Santa Ana RWQCB. In accordance with NPDES requirements, the Project proponent will be required to prepare a construction activities erosion control plan to alleviate potential sedimentation and construction storm water discharge contamination impacts of the Project. The Project incorporates storm water management components, including drainage facilities and BMPs, which collectively act to ensure that post-development storm water discharge rates and volumes do not exceed pre-development conditions. Moreover, the Project's proposed storm water management systems will be designed, constructed and maintained so as to ensure compliance with City, RCFCWQCD, and RWQCB storm water quality requirements. In these regards, prior to issuance of building permits, all proposed storm water management components are subject to review and approval by the City, RCFCWQCD, and RWQCB. Ancillary facilities will also be subject to reviewed and approved by Caltrans. Storm water management components to be implemented by the Project, in combination with mandated compliance with State, RWQCB, and City storm water management requirements ensures that adequate storm water conveyance and treatment facilities will be provided to support development and operations of the Project. (DEIR, pgs. 5-18 to 5-19) Accordingly, the Project's potential contribution to cumulative

hydrology and water quality impacts would not be considerable, and the cumulative effects of the Project are less-than-significant.

7. Cultural Resources

a. Disturbance of Human Remains

Potential Significant Impact: Whether the Project would disturb any human remains, including those interred outside of formal cemeteries.

Findings: Potential impacts of the Project related to the potential disturbance of human remains are discussed in detail in Section 4.7 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the disturbance of human remains will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The likelihood of encountering human remains in the course of Project development is remote; however, as required by California Health and Safety Code Section 7050.5, should human remains be found, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are found to be prehistoric, the coroner would coordinate with the California Native American Heritage Commission as required by State law. Based on compliance with these existing regulations, the Project's potential to adversely disturb human remains is considered unlikely. (DEIR, pg. 4.7-14) Accordingly, any impacts associated with the disturbance of human remains would be less-than-significant and no mitigation is required.

b. Cumulative Impacts Related to Cultural Resources

Potential Significant Impact: Whether the Project would result in cumulative considerable impacts to cultural resources.

Findings: Potential cumulative impacts of the Project on cultural resources are discussed in detail in Section 5.1.1.7 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to cultural resources will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for prehistoric, archaeological, and historic resources generally includes the Perris Plain/Perris Valley area (including the Cities

of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within this area would be site-specific. In the event that potentially significant resources are encountered at any development sites within the cumulative impact area, specific mitigation measures would be applied before construction activities could proceed. There are no known or probable potentially significant off-site development proposals that would interact with, or compound Project-related cultural resources impacts, that could be determined to be cumulatively significant. To the extent that each development proposal within the cumulative impact area provides appropriate mitigation during landform modification activities, cumulative impacts to cultural resources are reduced below significance thresholds. Based on the preceding, the Project's potential contribution to cumulative cultural resources impacts is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-19) Therefore, no mitigation is required.

8. Biological Resources

a. Federally Protected Wetlands

Potential Significant Impact: Whether the Project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act.

Findings: Potential impacts of the Project related to federally protected wetlands are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to federally protected wetlands and, therefore, no mitigation is required.

Facts in Support of the Findings: No federally protected wetlands, as defined by Section 404 of the Clean Water Act, exist in the Project area. The Quincy Channel, an ephemeral drainage that runs along the western edge of the Project site, and an existing off-site drainage channel on the west side of Redlands Boulevard contain Army Corps of Engineers (Corps) and California Department of Fish and Game (CDFG) jurisdictional areas, but these channels do not contain federally protected wetlands, as defined by Section 404 of the Clean Water Act. Nor does the Project propose uses or facilities that would otherwise substantively and adversely affect Section 404 federally protected wetlands. Accordingly, potential impacts would be less-than-significant. (DEIR, pg. 4.8-29) Therefore, no mitigation is required.

b. Wildlife Movement, Migration, and Nursery Sites

Potential Significant Impact: Whether the Project would interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Findings: Potential impacts of the Project related to wildlife movement, migration, and nursery sites are discussed in detail in Section 4.8 the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to wildlife movement, migration, and nursery sites and, therefore, no mitigation is required.

Facts in Support of the Findings: During preparation of the MSHCP, wildlife corridors and habitat linkages throughout western Riverside County were analyzed extensively. No MSHCP wildlife habitat linkages or movement corridors were identified at the Project site. Nor does the Project propose facilities or activities that would substantively and adversely affect any offsite designated wildlife habitat linkage or movement corridor. On this basis, the potential for the Project to interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites, is determined to be less-than-significant. (DEIR, pgs. 4.8-29 to 4.8-30) Therefore, no mitigation is required.

c. Local Policies or Ordinances Protecting Biological Resources

Potential Significant Impact: Whether the Project would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

Findings: Potential impacts of the Project related to local policies or ordinances protecting biological resources are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to local policies or ordinances protecting biological resources and, therefore, no mitigation is required.

Facts in Support of the Findings: No local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, have been identified as applicable to the Project. (DEIR, pg. 4.8-30) Accordingly, impacts related to local policies or ordinances protecting biological resources will be less-than-significant and no mitigation is required.

f. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a participating agency in the Western Riverside County Multiple-Species Habitat Conservation Plan (MSHCP). As such, only projects consistent with the MSHCP will be developed within the City. The Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project "is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009." These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. As such, the Project is in compliance with the MSHCP. (DEIR, pg. 4.8-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required. This species has not been recorded within the Project area in the past and is presumed absent from the site. Additionally, the Project is consistent with the Habitat Conservation Plan for the Stephens' Kangaroo Rat, which allows for incidental take of Stephens' Kangaroo Rat for projects located within the plan area. With payment of the appropriate mitigation fee, which the City requires as a standard procedure during the processing of development applications, any potential impacts to Stephens' kangaroo rat would be less-than-significant.

d. Cumulative Impacts Related to Biological Resources

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to biological resources.

Findings: Potential cumulative impacts of the Project related to biological resources are discussed in detail in Section 5.1.1.8 of the DEIR. Based on the entire record before us, this

Council finds that no cumulatively significant impacts related to biological resources will occur as a result of development of the Project.

Facts in Support of the Findings: Implementation of mitigation measures proposed in the MMRP would reduce potential impacts to biological resources to levels that are less-than-significant. In this regard, mitigation of Project-specific biological resources impacts will also reduce the Project's potential incremental contributions to cumulative biological resources impacts within the region such that no additional mitigation for cumulative biological resources impacts is required. To the extent that each development proposal within the cumulative impact area(s) provides appropriate mitigation, cumulative impacts to biological resources are reduced to levels that are less-than-significant. Pursuant to the provisions of CEQA, each development project within the cumulative impact area that requires a discretionary action by a public agency will be assessed for its potential impacts on biological resources. Appropriate biological resources mitigation will also be required of other projects within the cumulative impact area(s). In this regard, it is noted that because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in the DEIR. With the application of the mitigation measures identified in the MMRP, the Project's potential contribution to cumulative impacts in regard to biological resources is not considerable, and the cumulative effects of the Project are determined to be less-than-significant. (DEIR, pgs. 5-20 to 5-23) Accordingly, no mitigation is required.

9. Aesthetics

a. Scenic Resources

Potential Significant Impact: Whether the Project would substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a State scenic highway.

Findings: Potential impacts of the Project related to scenic resources are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to scenic resources will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is comprised of vacant disturbed property and does not contain designated scenic resources. No rock outcroppings or historic buildings are located onsite. Although the City's General Plan designates SR-60 as a local scenic road, this highway is not included in the California Department of Transportation's list of Officially Designated Scenic Highways. The Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements. (DEIR, pg. 4.8-19) Accordingly, impacts to scenic resources would be less-than-significant and no mitigation is required.

b. Visual Character

Potential Significant Impact: Whether the Project would substantially degrade the existing visual character or quality of the site and its surroundings.

Findings: Potential impacts of the Project related to visual character are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to visual character will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Determinations of visual character and quality are inherently subjective by nature. The DEIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. It is further noted that development of the subject site with business park and/or light industrial uses reflects buildout of the area anticipated under the General Plan, resulting in substantial visual change of the area, whether under the Project, or some other unspecified development proposal. To provide a visual transition and buffer between southerly adjacent properties (zoned for large lot residential uses) and the Project site, the Project incorporates a 250-foot landscaped setback along its southerly boundary. Masonry walls (which would be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti) are also proposed to screen the Project's operations from surrounding land uses. As supported by the preceding discussions, and with implementation of

the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant. (DEIR, pgs. 4.8-20 to 4.8-21) Accordingly, any impacts to the area's visual character would be less-than-significant and no mitigation is required.

c. Light or Glare

Potential Significant Impact: Whether the Project would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Findings: Potential impacts of the Project related to light and glare are discussed in detail Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to light and glare will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Onsite lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance, including but not limited to Section 9.08.100, "Lighting." Project lighting will be designed and implemented so as to illuminate the site without causing undue light or glare, and to avoid light overspill on adjacent properties. (DEIR, pgs. 4.9-23 to 4.9-25) Accordingly, any impacts related to light and glare would be less-than-significant and no mitigation is required

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and

overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including Traffic and Circulation, Cultural Resources, and Biological Resources, were found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are included as Conditions of Approval and set forth in the MMRP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. Traffic and Circulation

a. Substantial Increase in Traffic

Potential Significant Impact: The EIR evaluated and concluded that the Project-related traffic could contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Redlands Boulevard at the SR-60 westbound ramps, and at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

Finding: Implementation of the following mitigation measures will reduce potential Opening Year traffic impacts at affected intersections:

4.2.1 *Redlands Boulevard at SR-60 Westbound Ramps Improvements:*

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

Facts in Support of the Finding: Based on analysis performed as part of the Project Traffic Impact Analysis (TIA), the Project would contribute additional traffic to preexisting Opening Year Ambient Condition deficiencies occurring at the intersection of Redlands Boulevard at the SR-60 westbound ramps. Also, with the addition of Project traffic, the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue would perform unacceptably during peak hours. (DEIR, pgs. 4.2-31 through 4.2-34) However, with implementation of the roadway improvements identified in Mitigation Measures 4.2.1 and 4.2.2, these impacts will be reduced to a less-than-significant level. (DEIR, pg. 4.2-35)

2. <u>Cultural Resources</u>

a. Archaeological/Historic Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unknown or unrecorded archaeological or historic resources which may be present in a buried context.

Finding: Implementation of the following mitigation measures will reduce potential impacts to archaeological and/or historic resources to a less-than-significant level:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert*

equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2., resources shall be left in an undisturbed state. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

Facts in Support of the Finding: No known cultural resources of significance exist within the Project site. Additionally, no significant evidence of the early twentieth century occupation of the property was identified by the Project Cultural Resources Investigation. Nonetheless, some potential exists for resources to be located onsite in a buried context. Implementation of Mitigation measures 4.7.1 and 4.7.2 will ensure that archaeological and/or historic resources that may be unearthed during Project construction will be identified and preserved consistent with the recommendations of the Cultural Resources Study and California law. Accordingly, the Project's potential to impact archaeological or historic resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-11 through 4.7-13)

b. Paleontological Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unique paleontological resources which may be present in a buried context.

Finding: Implementation of the following mitigation measure will reduce potential impacts to paleontological resources to a less-than-significant level:

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage and record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

Facts in Support of the Finding: Based on information presented in the Cultural Resources Investigation, the Project area is considered to have a moderate level of sensitivity for paleontological resources, indicating that paleontological resources may be encountered within the Project site. The area consists of older Quaternary alluvial deposits that have been associated with fossil specimens, which are covered by surficial deposits of younger Quaternary alluvium. In the course of Project site preparation activities, paleontological specimens may be uncovered. Mitigation Measure 4.7.3 requires paleontological monitoring during ground-disturbing activities that would exceed the relative depths of the younger alluvium on-site. Implementation of this mitigation measure would ensure that paleontological resources which may be present within

subsurface areas of the site are adequately identified and preserved. Accordingly, the Project's potential to impact paleontological resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-13 through 4.7-14)

3. Biological Resources

a. Vegetation Communities and Special Status Plant Species

Potential Significant Impact: The EIR evaluated and concluded that the Project's construction activities could have an adverse effect on CDFG and Corps jurisdictional areas, including riparian habitat areas existing on-site within the Quincy Channel, and off-site within the existing drainage channel adjacent to Redlands Boulevard.

Finding: Implementation of the following Mitigation will reduce potential impacts to jurisdictional areas to a less-than-significant level:

4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 Prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

Facts in Support of the Finding: Design of the Project includes a buffer area to provide physical separation between the developed site and the adjacent Quincy Channel, in order to

minimize direct impacts to the Channel's habitat areas and associated vegetation communities and special status plant species. However, construction of the "scour wall" that would be implemented to prevent further erosion along the Quincy Channel could result in direct, temporary impacts to approximately 0.003 acres (22 lineal feet) of mulefat vegetated riparian habitat determined to be within California Department of Fish & Game (CDFG) jurisdictional areas. (DEIR pgs. 4.8-18 through 4.8-20) Additionally, implementation of drainage improvements associated with the Project could result in a potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat located in the existing drainage channel adjacent to Redlands Boulevard (DEIR, pgs. 4.8-21 to 4.8-22). This 0.08 acres has been determined to be jurisdictional under the Army Corps of Engineers (Corps), CDFG, State Water Resources Control Board (SWRCB), and MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Indirect impacts to proximate candidate, sensitive, or special status plant species could occur through the introduction of invasive plant species as a result of Project implementation. (DEIR pg. 4.8-23) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to vegetation communities and sensitive plant species will be reduced to a less-than-significant level.

b. Nesting Birds

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on nesting birds, which are protected under both the Migratory Bird Treaty Act and California Fish and Game Code.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the nesting birds to a less-than-significant level:

4.8.6 *If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning*

Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

Facts in Support of the Finding: The removal of existing vegetation within the Project site as part of construction could affect nesting birds. Disturbing or destroying active nests is a violation of the Migratory Bird Treaty Act. In addition, nests and eggs are protected under California Fish and Game Code Section 3503.5. Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. (DEIR, pg. 4.8-25) Therefore, implementation of Mitigation Measure 4.8.6 is required to ensure that potential Project impacts related to nesting birds are reduced to a less-than-significant level.

c. Burrowing Owls

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on the Burrowing Owl, a special-status wildlife species.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the Burrowing Owl to a less-than-significant level:

4.8.7 *Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.*

Facts in Support of the Finding: The Project area is located within the MSHCP burrowing owl survey area. Focused burrowing owl surveys are required during the owl breeding season (April through August), pursuant to Section 6.3.2 and Appendix E, "Summary of Species Survey

Requirements. (DEIR, pgs. 4.8-25 to 4.8-26) Therefore, implementation of Mitigation Measure 4.8-7 will reduce Project impacts related to the Burrowing Owl to a less-than-significant level.

d. Riparian Habitat

Potential Significant Impact: The EIR evaluated and concluded that the Project could adversely affect riparian habitat/CDFG jurisdictional areas.

Finding: Implementation of the preceding Mitigation Measures 4.8.1 through 4.8.5 will reduce potential impacts to riparian habitat to a less-than-significant level.

Facts in Support of the Finding: Construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat riparian habitat/CDFG jurisdictional areas. The Project will have no direct impacts to any other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Potential indirect impacts may occur to proximate sensitive natural communities should invasive plant species be introduced to the area through Project implementation. (DEIR pg. 4.8-28) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to riparian habitat will be reduced to a less-than-significant level.

C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: cumulative traffic impacts to study area intersections and roadway segments; cumulative traffic impacts to mainline freeway segments; short-term construction air quality impacts; long-term operational air quality impacts; cumulative air quality impacts; short-term construction noise impacts (individually and cumulatively); and change to scenic vistas (individually and cumulatively).

In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of the City of Moreno Valley cannot approve the project unless it first finds (1) under *Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment

opportunities to highly trained workers make infeasible the mitigation measures or project alternatives identified in the FEIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. Traffic and Circulation

a. Intersection Operations

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain intersection locations under Opening Year cumulative conditions and cumulative General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.3 through 4.2.8, addressing Opening Year cumulative conditions, and Mitigation Measures 4.2.9 through 4.2.17, addressing cumulative General Plan buildout conditions, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative intersection operation impacts are considered significant and unavoidable.

4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:

- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:

- *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.*

The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF,

thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.

4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:

- *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements*

would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.

- *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.*

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*

- *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*

4.2.8 *Quincy Street at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;*
- *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and*
- *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.9 *Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:*

- *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;*
- *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These*

improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

- *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and*
- *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

4.2.10 *Moreno Beach Drive at SR-60 Westbound Ramps Improvements:*

- *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection);*
- *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;*
- *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and*
- *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way*

from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:

- *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;*
- *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;*
- *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and*

- *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.*

The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.

4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane;*
- *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and*
- *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side*

of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;

- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.

4.2.14 *Redlands Boulevard at SR-60 Eastbound Ramps Improvements:*

- *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;*
- *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side*

of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and

- *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.15 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left turn lane with 200-feet of storage and a second through lane for a northbound lane configuration of one left turn lane, one through lane and one shared through right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*
- *Construct a southbound left turn lane with 250-feet of storage, a second left turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right-turn pocket length that extends the full length of the segment. These improvements would require the dedication of*

right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through Fair Share Fees;

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and*
- *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.*

The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate

General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

- *Install a traffic signal. This improvement would be funded through participation in the DIF Program;*
- *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*
- *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way with from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.

4.2.17 *Redlands Boulevard at Cottonwood Avenue Improvements:*

- *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;*
- *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.3 through 4.2.17, acceptable levels of service would be realized at all Study Area intersections under cumulative Opening Year and General Plan buildout conditions with the Project. (See DEIR Tables 4.2-10 and 4.2-11) Improvements necessary to mitigate potentially significant intersection impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, ramp and interchange improvements affecting the SR-60 are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. The Project's contribution to intersection impacts is therefore determined to be cumulatively significant and unavoidable notwithstanding mitigation. (DEIR, pgs. 4.2-36 to 4.2-55).

b. Roadway Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain roadway segments under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.18 and 4.2.19 are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative roadway segment impacts are considered significant and unavoidable.

4.2.18 *Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:*

- *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.

4.2.19 *Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) Avenue east of Redlands Boulevard Improvements:*

- *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between

the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Implementation of the previously identified Mitigation Measure 4.2.7 would ensure acceptable conditions at the segment of Redlands Boulevard located north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue. (See DEIR Table 4.2-13) Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-60 through 4.2-67)

c. Freeway Mainline Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards at study area freeway segments under General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to Study Area freeway mainline segments under General Plan buildout conditions will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that implementation of the Project would contribute additional traffic to segments of SR-60 within the Study Area that under General Plan buildout conditions (with or without the Project) are projected to operate under deficient conditions. While it is foreseeable that improvements to SR-60 in the Project vicinity will be completed prior to General Plan Buildout, timely completion of these improvements cannot be definitively assured. Further, SR-60 mainline improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-79 to 4.2-80) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

2. <u>Air Quality</u>

a. Short-Term Construction Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project's construction source emissions would temporarily exceed SCAQMD regional and localized significance thresholds, thereby potentially violating an air quality standard or contributing to an existing or projected air quality violation.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9 are incorporated into the MMRP for

the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, construction emissions-related air quality impacts are considered significant and unavoidable.

4.3.1 *Consistent with URBEMIS modeling inputs and to effect implementation of Rule SCAQMD Rule 403, the following measures shall be incorporated:*

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions.*
- *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.*
- *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);*
- *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*

4.3.2 *The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's*

specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

4.3.3 *The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).*

4.3.4 *Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.*

4.3.5 *In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.*

4.3.6 *During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

4.3.7 *The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

4.3.8 *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels l fuel would void the equipment warranty;*
- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*

- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*
- *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*

4.3.9 *Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and*

cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, Project construction activities would temporarily exceed SCAQMD regional emissions thresholds for volatile organic compounds (VOC) and oxides of nitrogen (NOx); and would also temporarily exceed localized emissions thresholds for particulate matter (PM_{10} and $PM_{2.5}$). (See DEIR Tables 4.3-9 and 4.3-10) Project construction-related emissions in exceedance of SCAQMD's regional and localized significance thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-53 through 4.3-65).

b. Long-Term Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially exceed SCAQMD daily emissions significance thresholds.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation. The Council finds that Mitigation Measure 4.3.10 is incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of this mitigation measure, operational emissions-related air quality impacts are considered significant and unavoidable.

4.3.10 *All Project entrances shall be posted with signs which state:*

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and*
- *Telephone numbers of the building facilities manager and CARB, to report violations.*

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measure 4.3.10, as well as Mitigation Measures 4.3.11 through 4.3.13 enumerated in Section V(A)(3)(c) above, Project operational activities will exceed SCAQMD daily emissions thresholds for VOC and NOx. (DEIR Table 4.3.13) Project operational-related impacts that exceed long-term, operational emissions thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-65 to 4.3.73)

c. Sensitive Receptors

Significant Unavoidable Impact: The EIR evaluated and concluded that Project construction activities could temporarily expose sensitive receptors to potentially substantial pollutant concentrations.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9, enumerated in Section C(2)(a) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, the Project's construction source emissions could result in the temporary exposure of sensitive receptors to PM_{10} and $PM_{2.5}$ emissions in excess of applicable SCAQMD localized significance thresholds. Existing sensitive receptors are identified as a single developed residential use located at 28855 Fir Avenue. Although additional parcels zoned for residential land uses (potential future sensitive receptors) are present within the area of LST exceedance, they are largely undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. (DEIR, pgs. 4.3-73 through 4.3-76)

d. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.13, enumerated in Sections A(3)(c) and C(2)(a) & (b) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: The Project is located within non-attainment areas for PM_{10}, $PM_{2.5}$, and ozone (VOC and NOx are ozone precursors). Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.13, the Project will result in the following cumulatively significant and unavoidable air quality impacts: (1) Short-term Project construction activities that exceed the regional thresholds for VOC and NOx emissions are cumulatively significant for the duration of construction activities; (2) Short-term Project construction activities that exceed the localized significance thresholds for PM_{10} and $PM_{2.5}$ emissions are cumulatively significant for the duration of construction activities; (3) Long-term operations of the Project that exceeds the regional thresholds for VOC and NOx are cumulatively significant; and (4) The Project's operational VOC and NOx emissions, in combination with VOC and NOx emissions generated by other sources affecting the encompassing ozone non-attainment areas, will result in a cumulatively considerable net increase of this pollutant within the nonattainment areas. (DEIR, pgs. 5-12 to 5-13)

3. <u>Noise</u>

a. Short-Term Construction Noise (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in the exposure of persons to or generation of noise levels in excess of

standards established in the local general plan or noise ordinance, or applicable standards of other agencies; and potentially result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.4.1 through 4.4.4, presented below, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, short-term construction-related noise impacts are considered significant and unavoidable, and are determined cumulatively considerable for the duration of Project construction activities.

4.4.1 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.2 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.3 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on*

weekends or Federal holidays. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

Facts in Support of the Finding: Even with implementation of Mitigation Measures 4.4.1 through 4.4.4, the Project's construction activities would result in a temporary exceedance of applicable noise level standards and a temporary increase in ambient noise levels in the Project vicinity. Because construction noise levels are conservatively estimated to exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), construction noise is considered a significant and unavoidable impact of the Project. (DEIR, pgs. 4.4-15 to 4.4-21). Cumulative noise impacts for the duration of construction activities are also recognized as significant. (DEIR, pg. 5-14) As such, short-term construction noise impacts are determined to be individually and cumulatively significant notwithstanding mitigation.

4. Aesthetics

a. Scenic Vistas (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could have an adverse effect on a scenic vista.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to scenic vistas will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that implementation of the Project would potentially result in the restriction or interruption of near and distant scenic vistas. The Project proposes a single large structure (more than 970,000 square feet), that would alter and or/obstruct views through the currently undeveloped Project area. View obstruction will be limited to some extent by engineering and grading requirements that will establish the Project's building pad considerably below the grade of the adjacent SR-60. The Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks. Similarly, the proposed Project intends to serve a market need for users that demand a large, integrated facility. As such, the concept of substantially reducing the size of the building, or creating multiple buildings in lieu of one single building would compromise a basic objective of the Project. As such, there are no feasible mitigation measures that will reduce the Project's potential aesthetic impacts on scenic vistas below significance thresholds. (DEIR, pgs. 4.9-10 through 4.9-19) In combination with other known or probably development projects in the vicinity, the Project would also result in the cumulatively considerable restriction or interruption of near and distant scenic views. (DEIR, pgs. 5-23 to 5-15) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed three alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. At the direction of the City of Moreno Valley, two different "No Project" scenarios have been evaluated. The first, referred to as the No Project/No Build Alternative, assumes the site would remain in its current undeveloped state. The second, referred to as the No Project/Existing Zoning Alternative, makes a reasoned assessment as to the future development of the subject site should the Project under consideration not be developed. A Reduced Intensity Alternative was also selected for analysis. CEQA

requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the proposed Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/No Build Alternative

Description: Under the No Project/No Build Alternative (hereinafter referenced as the "No Build" Alternative), it is presumed that if the Project or some similar development proposal is not implemented on the subject site, then there would be no other known or probable scenarios for the subject property, the site would likely remain in its current undeveloped state for the foreseeable future. (DEIR, pg. 5-31)

Impacts: The No Build Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-65) Similar to the Project, the No Build Alternative would result in less than significant impacts in the following areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources. No discretionary actions or zone change would be required under the No Build Alternative. (DEIR, pg. 5-48) In addition, the Project's significant and unavoidable traffic impacts, construction noise impacts, construction and operational air quality impacts, and impacts to scenic vistas would not occur. (DEIR, pgs. 5-50 to 5-65) Under the No Build Alternative, potential traffic/transportation impacts would be representative of existing conditions. The No Build Alternative would reduce the aggregate amount of fee contributions available for long-term traffic improvements when compared to fee contributions realized under the Project. Additionally, the No Build Alternative would not realize Project-specific road widening/lane reconfiguration and signalization improvements as detailed in the Project Traffic Impact Analysis. Significant freeway mainline segment deficiencies would persist with or without the Project. (DEIR, pg. 5-49). Visual attributes of the Project site would remain in their current state. (DEIR, pg. 5-63)

Objectives: Under the No Build Alternative, the subject site would remain in its current undeveloped state, and none of the Project Objectives would be achieved. (DEIR, pg. 5-64)

Finding: Under the No Build Alternative, no development would occur. This Alternative would avoid all of the significant and unavoidable impacts associated with traffic, air quality, noise and aesthetics that have been identified within the DEIR. However, the City Council finds

that the No Build Alternative would not fulfill any of the Project Objectives. Because the No Build Alternative will not fulfill the Project Objectives, the City Council hereby rejects the No Build Alternative.

2. Alternative 2 – No Project/Existing Zoning Alternative

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing Business Park zoning designation. To allow for quantified comparison of potential traffic impacts and related vehicular source air quality and noise impacts, the No Project Alternative assumes the site is developed consistent with assumptions employed in the City's General Plan Buildout traffic modeling, which was projected to be approximately four (4) times higher than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project.. (DEIR, pgs. 5-31 to 5-32)

Impacts: The No Project Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the No Project Alternative, a zone change would not be required. (DEIR, pg. 5-48) The Project's significant and unavoidable construction noise impacts and construction source air quality impacts would likely be similar to those of the Project. (DEIR, pgs. 5-52 and 5-56) Potential traffic impacts could be substantively increased under the No Project Alternative, due to the increased traffic associated with Business Park land uses. Significant mainline freeway segment impacts under General Plan Buildout conditions would persist, and due to increased traffic generation under the No Project Alternative, would likely be exacerbated. (DEIR, pgs. 5-50 to 5-51) Associated vehicular (operational) air pollutant emissions would similarly be increased when compared to the Project; however, the vehicle mix under the No Project Alterative would likely reflect decreased heavy truck traffic. Significant VOC and NOx emissions thresholds exceedances occurring under the Project would be incrementally greater under the No Project Alternative. (DEIR, pg. 5-53). Vehicular noise would also likely increase under the No Project Alternative based on increased trip generation. However, as with the Project, it is considered unlikely that sensitive receptors would be affected by potential vehicular

noise levels based on their physical separation from roadways and the presence of intervening noise-attenuating walls. (DEIR, pg. 5-57) Potential impacts to viewsheds may be reduced under the No Project Alternative, since the Business Park zoning designation would limit maximum individual building areas to 50,000 square feet. This limitation on individual building sizes could allow for configurations of the developed site that would provide additional or varied views through the Project site to off-site scenic resources. (DEIR, pg. 5-63)

Objectives: Business Park/Light Industrial uses that could be implemented under the No Project Alternative could substantially achieve the Project's development objectives for the site. Like the Project, it is anticipated that new development under the No Project Alternative would be designed and implemented so as to be compatible with neighboring land uses. The No Project Alternative would effectively capitalize on the site's regional freeway accessibility and visibility. New jobs, including light industrial, office, limited support commercial, or research and development employment opportunities would be created by the No Project Alternative. This Alternative would also provide additional tax revenues available to the City. (DEIR, pgs. 5-64 to 5-65)

Finding: Under the No Project Alternative, development of a business park development with a similar scale to that of the Project would occur. This Alternative would reduce the Project's potential aesthetic impacts, in that a series of smaller buildings could be constructed in place of the Project's single structure, allowing views through the site. However, none of the Project's remaining significant and unavoidable environmental impacts would be reduced under the No Project Alternative. Conversely, increased trip generation under a business park land use would likely lead to increased traffic, with correlating increases in air pollutant emissions and vehicular noise. Although the No Project Alternative could substantially achieve the Project's Objectives, because the No Project Alternative would not reduce the majority of the Project's significant and unavoidable impacts, the City Council hereby rejects the No Project Alternative.

3. Alternative 3 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the extent of regional threshold exceedances for VOC based on operational emissions that would otherwise result from the Project. In that the same type of development is proposed, most if not all the Project Objectives would be achieved to a certain extent. (DEIR, pg. 5-33) Implementation of the Reduced Intensity Alternative would yield approximately 684,200 square feet of development, a reduction of approximately 27 percent or approximately 253,060 square feet, when compared to the approximately 937,260 square-foot Project analyzed in the EIR. (DEIR, pg. 5-48).

Impacts: The Reduced Intensity Alternative would result in similar, albeit slightly lessened, impacts when compared to the Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the Reduced Intensity Alternative, maximum construction-related emissions from site preparation and grading would likely be the same as for the Project, though it would occur within a shorter time frame due to the reduced development area. In this regard, the maximum daily site disturbance and amount of equipment employed concurrently would likely be similar to the construction scenario envisioned for the Project. As with the Project, mitigated construction-related emissions would still exceed SCAQMD emissions thresholds. Because the scope of development would be reduced under this Alternative, the duration of construction activities and resulting construction emissions and noise may be reduced when compared to the Project. (DEIR, pgs. 5-51 and 5-57) Based on its reduced scope of development and associated reductions in vehicle trips and vehicular emissions, long-term operations under the Reduced Intensity Alternative would be reduced by approximately 27 percent when compared to the Project. Operational NOx, PM_{10}, and $PM_{2.5}$ emissions under this Alternative would, however, still exceed applicable SCAQMD thresholds. Accordingly, as with the Project, this Alternative would result in cumulatively significant emissions contributions to existing non-attainment conditions for ozone and particulates. (DEIR, pgs. 5-53 to 5-55) The Reduced Intensity Alternative would result in an approximate 27 percent reduction in development intensity, with a commensurate reduction in trip generation when compared to the Project. The extent of area-wide traffic improvements and required traffic impact mitigation realized under the Project would also be reduced. Significant freeway mainline traffic impacts projected to occur under

General Plan buildout conditions would persist with or without development under the Reduced Intensity Alternative. As such, freeway impacts under this scenario would be less than the Project, but likely still be considered significant. (DEIR, pg. 5-51) The reduced area of development under the Reduced Intensity Alternative would also incrementally reduce significant viewshed impacts otherwise occurring under the Project. (DEIR, pg. 5-64)

Objectives: The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project. (DEIR, pg. 5-65)

Finding: Under the Reduced Intensity Alternative, a light industrial warehouse/ distribution facility reduced by approximately 27 percent (or 263,000 square feet) would be realized as compared to the Project. The City Council hereby finds that the Reduced Intensity Alternative will not avoid or substantially reduce the significant and unavoidable construction noise impacts and construction and operational air quality impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. Based on the reduced scope of development, the Reduced Intensity Alternative would diminish capacities and capabilities to satisfy existing and projected unmet market demands within the trade area. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid or substantially reduce the significant and unavoidable impacts of the Project and does not meet the Project Objectives as well as the Project. The City Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

4. <u>Alternatives Considered and Rejected</u>

A variety of additional alternatives were considered as part of the DEIR's Alternatives Analysis. (DEIR, pgs. 5-32 through 5-41) An Extended Construction Alternative

and Multiple Building Design Alternative were considered and ultimately rejected based on infeasibility. Additionally, four Alternative Site locations were considered within the DEIR. The criteria for identifying potential alternate sites included:

- Location within the City of Moreno Valley;
- Appropriate General Plan and zoning designations, or the ability to be so-designated;
- Minimum size of 50 acres and a roughly rectangular shape;
- Location proximate to locate transportation corridors or at a regional transportation hub;
- Currently undeveloped or underutilized;
- Currently available;
- Access to existing or planned adequate serving infrastructure; and
- Able to support operations in a manner compatible with other proximate land uses.

Each of the four sites that were analyzed met the general requirements in that each was currently vacant, more than 50 acres and roughly a rectangular configuration; each was zoned for industrial uses and served by nearby utilities and infrastructure. Alternative Sites 1 through 4 are locally accessible and also located near the I-215 freeway, a regional transportation corridor. (DEIR, Figure 5.2-1) Upon further analysis, each of these sites was found to be currently unavailable. Alternative Site 1 currently has applications under review by the City for 1.6 million square feet of distribution warehouse uses, while development plans have been submitted and approved for Alternative Sites 2, 3 and 4.

5. <u>Environmentally Superior Alternative</u>

Based on comparative reductions in traffic generation, and associated reductions in noise and air emissions, and generally reduced scale, among the Alternatives considered, the Reduced Intensity Alternative would result in the greatest reduction in environmental effects, and is thus considered the environmentally superior alternative. (DEIR, pg. 5-65). The Reduced Intensity Alternative would also generally reduce other environmental effects of the Project, and

to a limited degree, realize attainment of the basic Project Objectives. (DEIR pgs. 5-47 to 5-65) Development of the Project or the Reduced Intensity Alternative would contribute to area employment and the City's overall tax base. However, because scope of land uses would be substantively reduced under the Reduced Intensity Alternative, the resulting effective realization of the Project Objectives, to include economic benefits to the City and region, would likely be similarly diminished. (DEIR, pg. VI-40)

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the proposed Project could be growth inducing. Specifically, CEQA Guidelines Section 1512602(d) states than an EIR must describe the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

The types of employment opportunities offered by the Project (both management and regular employees) are relatively common throughout Southern California and are unlikely to generate significant population migration (if any). Any Project-related employment demands would likely be filled by the existing surplus personnel pool within the Moreno Valley area, and/or neighboring communities, especially with the currently low jobs per household ratio in the City, and regionally high unemployment rates. The Project would not foster growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning. (DEIR, pgs. 5-67 to 5-68)

Currently, the Project site is vacant and undeveloped. However, expansions of water and wastewater systems, along with other urban utilities, are programmed to serve the vicinity consistent with anticipated development of the City and region. In order to accommodate forecasted growth of the City and region over the long term, it is anticipated these improvements will be implemented regardless of the City's ultimate decision on the Westridge Commerce Center Project. The Project is not considered to provide an inducement to other lands within its vicinity to undertake unanticipated development due to the availability of new or expanded infrastructure systems. (DEIR, pgs. 5-68 to 5-69)

Notwithstanding, development of the Project as envisioned will entail upgrade/modification of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage

conveyance facilities. Infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. However, the characteristics and intensities of development that could occur on these properties are governed by the Moreno Valley General Plan. Development of these properties within the context of the approved General Plan should not result in unforeseen impacts or impacts that cannot be mitigated. (*Id.*)

Additionally, it is recognized that provision of services, e.g., utilities, fire protection, and law enforcement, may be expanded or otherwise enhanced to meet additional demands of the Project. Project design and payment of impact mitigation fees reduces individual and cumulative impacts in these regards. Services expansion or enhancements based on incremental demands of the Project will not result in substantial additional capacity that could be considered growth inducing. (*Id.*)

Investment in the Project would have local and regional economic impacts which may result in indirect growth-inducing effects. The Project's potential economic benefits could indirectly result in employment growth in the region. This growth, in combination with other anticipated employment growth in the region, could indirectly result in population growth and an increased demand for housing. (*Id.*) Such growth has a variety of potential effects on the physical environment, including but not limited to, effects on air quality, ambient noise levels, traffic impacts, and water quality. It is not anticipated that the additional employment opportunities created by the Project would be substantial enough to produce noticeable population growth within the City and region. (DEIR, p. 5-68)

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project qualifies under Guidelines §15127 (a) in that a zone change is required in order to implement the Project. As such, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- A project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a project would generally commit future generations to similar uses;
- A project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project results in wasteful use of energy).

With regard to the above considerations, various natural resources, in the form of construction materials and energy resources, will be used in the construction of the Project, but their use is not expected to result in shortfalls in the availability of these resources. The Project presents no significant possibility of irreversible environmental damage "from any potential environmental incidents associated with the project." The Project does not propose facilities or uses that would result in potentially significant environmental incidents. Moreover, all feasible mitigation is incorporated in the Project to reduce its potential environmental effects. As discussed herein, the Project will not result in or cause unwarranted or wasteful use of resources, including energy. (DEIR, pgs. 5-73 to 5-74)

9. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Traffic Impacts – Intersections and Roadway Segments (Cumulative); and
2. Traffic Impacts – Mainline Freeway Segments (Cumulative).
3. Short-Term Construction Air Quality Impacts (Individual and Cumulative);
4. Long-Term Operational Emissions (Individual and Cumulative);
5. Short-Term Construction Noise (Individual and Cumulative); and
6. Aesthetic Impacts – Change to Scenic Vistas (Individual and Cumulative)

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the proposed Project against any significant and unavoidable environmental impacts in determining whether to approve the proposed Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V(D) herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because they would impose restrictions on the Project that would prohibit the realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts.

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

- The Project will provide development consistent with the General Plan and in conformance with municipal standards, codes and policies;
- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- The Project is located at the intersection of a major street and an interstate freeway, maximizing access opportunities for the convenience of operations;
- The Project creates additional employment-generating opportunities for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the project have been identified in the Draft EIR, the Final EIR and public testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V(E) above, and finds that approval of the Project is appropriate.

This Council has identified economic and social benefits and important policy objectives, Section V(H) above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

10. CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the FEIR in evaluating the Project, that the FEIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the FEIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies,

amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

A. <u>Findings</u>

1. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Proposed Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

2. Significant Unavoidable Impacts/Statement of Overriding Considerations:

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V(D) of these Findings: Traffic Impacts – Intersections and Roadway Segments (Cumulative); Traffic Impacts – Freeway Mainline Segments (Cumulative); Short-Term Construction Air Quality Impacts (Individual and Cumulative); Long-Term Operational Emissions (Individual and Cumulative); Short-Term Construction Noise (Individual and Cumulative); and Aesthetic Impacts – Changes to Scenic Vistas (Individual and Cumulative). The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

3. Conclusions

a. All potentially significant environmental impacts from implementation of the proposed Project have been identified in the FEIR and, with the implementation of the mitigation measures defined herein and set forth in the MMRP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V(D) above.

b. Other reasonable alternatives to the proposed Project that could feasibly achieve the basic objectives of the proposed Project have been considered and rejected in favor of the proposed Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the proposed Project override and make infeasible any alternatives to the proposed Project or further mitigation measures beyond those incorporated into the proposed Project.

11. ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to *Public Resources Code* Section 21081.6, the City Council hereby adopts, as conditions of approval of the Project, the MMRP set forth in Section 4.0 of the Final EIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMRP, the MMRP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted from the MMRP, in which case such mitigation measure shall be deemed as if it were included in the MMRP.

4.0 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

To ensure that the mitigation measures contained in this EIR are properly implemented, a monitoring program has been developed pursuant to State law. This Mitigation Monitoring Plan (MMP) identifies measures incorporated in the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described in *CEQA* § 15097, this MMP employs both reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of, mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of, compliance with mitigation measures;
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated in the Project are presented in the following Section 4.2. Specific mitigation measures incorporated in the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented at Table 4.2-1.

EXHIBIT B

4.2 MITIGATION MONITORING AND REPORTING

Mitigation Monitoring and Responsibilities

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the Project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof.

If during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal.* *This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department, California Department of Transportation	Before issuance of first Certificate of Occupancy
4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: *Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:* • *Install a traffic signal;* • *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and* • *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane,*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111122

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.3 (cont'd) *for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*				
4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.* *The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111124

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF[1] improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.* • *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

[1] With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

MV00111126

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 (cont'd)				
participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*				
• *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.7 (cont'd) *leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*				
4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;* • *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and* • *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111128

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;* • *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;* • *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and* • *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.10 (cont'd) • *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;* • *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and* • *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*				
4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements: • *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111130

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.11 (cont'd)				
right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;				
• *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;*				
• *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and*				
• *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.*				
The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane;* • *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and* • *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111132

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.13 (cont'd) *Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.*				
4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;* • *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.14 (cont'd) *require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*				
4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111134

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.15 (cont'd)				
• *Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;*				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.15 (cont'd) *Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and* • *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.* *The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.*				
4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements: • *Install a traffic signal. This improvement would be funded through participation in the DIF Program;* • *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111136

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.16 (cont'd)				
would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;				
• *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*				
• *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*				
• *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.16 (cont'd) *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.*				
4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements: • *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;* • *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111138

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.17 (cont'd) *way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and* • *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.* *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.*				
4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements: • *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development	Before issuance of fi building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.19 (cont'd)			Department	
• *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*				
The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.				
Air Quality				
To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.3 below, and shall be incorporated in all Project plans, specifications and contract documents.				
4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :	Ongoing throughout construction	Contractor	City Building Official, SCAQMD	Ongoing throughout construction
• *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*				
• *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least*				

MV00111140

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.1 (cont'd) *three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.* • *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.* • *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.* • *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).* • *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*				
4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
Additional mitigation required of the Project is identified below, and shall be shall be incorporated in all Project plans, specifications and contract documents.				
4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

MV00111142

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.7 (cont'd) *(HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*				
4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations: • *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;* • *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;* • *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;* • *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;* • *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;* • *High pressure injectors shall be provided on diesel construction equipment where feasible;*	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.8 (cont'd) • *Engine size of construction equipment shall be limited to the minimum practical size;* • *Substitute gasoline-powered for diesel powered construction equipment where feasible;* • *Use electric construction equipment where feasible;* • *Install catalytic converters on gasoline-powered equipment where feasible;* • *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;* • *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;* • *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;* • *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*				
4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.	Throughout Project construction	Applicant	City of Moreno Valley Development Department	Throughout Project construction

MV00111144

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.10 All Project entrances shall be posted with signs which state: • *Truck drivers shall turn off engines when not in use;* • *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and* • *Telephone numbers of the building facilities manager and CARB, to report violations.* *These measures shall be enforced by the on-site facilities manager (or equivalent).*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
Although potential Project-related Global Climate Change (GCC) impacts would be less-than-significant, the following Mitigation Measures 4.3.11 through 4.3.14 are provided to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources.				
4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent. • *Increase in insulation such that heat transfer and thermal bridging is minimized;* • *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.3.11 (cont'd) • *Incorporate dual-paned or other energy efficient windows;* • *Incorporate energy efficient space heating and cooling equipment;* • *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;* • *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.* • *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.* • *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*				
4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00111146

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 GHG emissions reductions measures shall also include the following: • *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;* • *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;* • *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.* • *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);* • *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.3.13 (cont'd)				
provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;				
• *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*				
• *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*				
o *Implementation of compressed workweek schedules;*				
o *SmartWay partnership;*				
o *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*				
o *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*				
o *Use of fleet vehicles conforming to 2010 air quality standards or better.*				

MV00111148

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 (cont'd) ○ *Installation of catalytic converters on gasoline-powered equipment.* ○ *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;* ○ *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;* ○ *Provision of preferential parking for EV and CNG vehicles;* ○ *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;* ○ *Use of electric (instead of diesel or gasoline-powered) yard trucks;* ○ *Use of SmartWay 1.25 rated trucks.*				
4.4 Noise				
4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

MV00111150

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5 Water Supply				
To further minimize the Project's overall water use, ensure on-going availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project WSA, the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measures. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.				
4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building pe

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.				
Cultural Resources				
4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.	Ongoing throughout site excavation and grading activities	Applicant	City of Moreno Valley Development Department	Ongoing throughout site excavation and grading activities

MV00111152

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints: • *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;* • *A paleontological mitigation-monitoring plan shall be developed before grading begins;* • *Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid*	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.3 (cont'd) *construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;* • *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and* • *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.*				
4.8 Biological Resources				
4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00111154

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.2 (cont'd) *of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*				
4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of fi grading permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.8.5 (cont'd) *CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:* • *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;* • *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and* • *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and* • *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*				
4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00111156

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.6 (cont'd) *retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.*				
4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

ORDINANCE NO. 829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026).

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

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed application PA08-0098, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a change to the Zoning Atlas for properties located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 from Business Park (BP) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

ATTACHMENT 4

FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BP to LI for the 55 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

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

SECTION 5 NOTICE OF ADOPTION:

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

SECTION 6 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. 829
Date Adopted: _____

ORDINANCE NO. 830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS.

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

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed Municipal Code Amendment application PA10-0017, requesting an amendment to the City's Municipal Code, which proposes revisions to Chapter 9.05 of Title 9 to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on November 30, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes changes to Permitted Uses Table 9.02.020-1 of the Municipal Code. The proposed Municipal Code Amendment is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

ATTACHMENT 5

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or

center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP / LI[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.

*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

SECTION 4: EFFECT OF ENACTMENT:

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

4.2 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. 830
Date Adopted: _____

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00111169

RESOLUTION NO. 2011-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA08-0097 FOR DEVELOPMENT OF A 937,260 SQUARE FOOT WAREHOUSE DISTRIBUTION FACILITY ON 55 ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of PA08-0097, a plot plan for a 937,260 square foot warehouse distribution facility on 55 acres, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities.

   ATTACHMENT 6

   Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan

and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned BP. The project proposes a Zone Change to LI to allow for a building larger than 50,000 square feet. Subject to approval of the related Zone Change application (PA08-0098) the proposed use will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 937,260 square warehouse facility as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Conformance with City Redevelopment Plans – The proposed use conforms with any applicable provisions of any city redevelopment plan.

   FACT: This project is not located within the boundaries of the City of Moreno Valley Redevelopment Project Area, so conformance with applicable provisions of the redevelopment plan is not a requirement.

5. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the freeway with BP zone land to the west and Community Commercial zone land to the east. South of the facility on the other side of Fir Avenue/Future Eucalyptus Avenue is vacant RA-2 zone land with tract homes in the RA-2 zone approximately ¾ miles further south. The proposed warehouse distribution facility is a permitted use in both the BP and LI zones, but the size proposed by the project requires a Zone Change and the proximity to the Residential district to the south requires a Municipal Code Amendment to establish a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. As designed and conditioned and subject to

approval of the above mentioned Zone Change and Municipal Code Amendment, is compatible with existing and proposed land uses in the vicinity.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA08-0097, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Plot Plan PA08-0097 for a 937,260 square foot warehouse distribution facility on a 55 acre site, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA08-0097 FOR A WAREHOUSE DISTRIBUTION FACILITY
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
_X_ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA08-0097 is subject to adoption of a Zone Change (PA08-0098) from the Business Park zone to the Light Industrial zone for the project site and adoption of a Municipal Code Amendment (PA10-0017) to establish a minimum buffering/separation from buildings over 50,000 square in area and adjacent residential zoned land.

P2. Plot Plan PA08-0097 has been approved for development of a 937,260 square foot warehouse distribution facility, to be built on a 55 acre site within Assessor's Parcel Numbers 488-330-003 to -006 and -026. The facility includes 173 dock doors and 14,000 square feet of office. Required parking for this use equates to a total of 307 employee/visitor parking spaces and 173 truck/trailer parking spaces.

P3. Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36207 and the subsequent recordation of this map.

P4. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P5. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P6. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P7. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P8. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P9. Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Fir/Eucalyptus Avenue.

P10. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P11. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P12. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P13. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P14. If the proposed project requires blasting, it shall be used only as a last resort. In such cases, it shall be approved by the Fire Marshall, and the developer shall comply with the current City ordinance governing blasting. (Ord)

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA08-0097 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project to the extent feasible.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area

will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.

P26. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P27. (GP) For projects abutting State Highway 60, a sixteen foot reservation for future right-of-way shall be provided.

P28. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P29. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P30. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P31. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P32. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P33. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P34. (GP) Prior to the issuance of grading permits, a "no touch" area shall be staked along the westerly limit of project development as defined by the scour wall and a City approved Biologist be retained to monitor construction activities to ensure protection and preservation of Channel areas. Upon the completion of the above mitigation measure an on-site grading permit may be issued for project work to commence.

P35. **(GP) Prior to any physical disturbance of any natural drainage course, or any wetland determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to both the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes)**

P36. **(GP) Prior to the approval of any precise grading permits, the developer shall submit written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.**

P37. **(GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.**

P38. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

- **A.** **A maximum 3 foot high decorative wall in lieu of a hedge or berm may be placed in setback areas adjacent to a parking lot.**
- **B.** **Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement for the specific plan and/or Municipal Code.**
- **C.** **A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks from view from Fir/Eucalyptus Avenue and at the northeast corner of the site.**
- **D.** **Wrought iron/tubular steel fence is required along portions of the northern, western and eastern property lines.**

E. A four foot tall three rail fence to match adjacent trail fencing is required to enclose the basins located along Fir/Eucalyptus Avenue.

F. **An 8 foot tall coated chain link fence is required along the western property line along the Riverside County Flood Control maintenance road.**

Prior to Issuance of Building Permits

P39. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P42. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P43. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations as well as along Highway 60 to provide proper screening of trucks.**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. Landscaping on three sides of trash enclosures shall be provided.
J. **Dense landscape (spacing of one tree per 20 feet) shall be placed in front of the wall along all designated yard areas and vines shall be planted at the base of the wall and be directed along said wall.**
K. **A minimum size of 24" box mature trees shall be placed along the freeway or northern elevations of the building. Trees shall be in a double row or closely spaced as shown on the preliminary landscape plan?**
L. **Minimum 24 inch box Eucalyptus Nicholii shall be used for the street trees along the Eucalyptus Avenue frontage. Spacing of trees shall be limited to 80 foot on center for parkways and medians in sight line distance areas noted on the plans; however trees to the equivalency of 40 foot on center shall be planted in the parkway for the entire site. Additional denser parkway tree placement (between 25 to 30 feet on center) would be required for areas outside of the line of sight. A preferred alternative to placing trees only on the designated parkway landscape areas would be to widen the four foot landscape separation between the sidewalk and trail to 8 feet and reduce the parkway landscape to 8 feet in site line distance areas to provide additional trees within the designated line of sight areas alternating at 80 foot spacing to**

achieve the overall 40 foot spacing requirement.

M. **Focal entries of the site on Eucalyptus Avenue are void of trees and or shrubs on the preliminary landscape plan and they shall be shown on the plans, or alternatively document on the landscape and tree plans that the equivalency of one tree per 30 linear feet of building dimension visible from the parking lot and all public rights of away in addition to on tree per 30 linear feet of parking lot adjacent to the interior property is being met.**

N. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P44. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.

P45. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P46. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P47. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P48. (BP) Prior to issuance of building permits for a final map for Tentative Parcel Map No. 36207 (PA09-0022) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.

P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P50. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P52. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P53. (CO) All rooftop equipment shall be appropriately screened and not visible from the Highway 60 or Eucalyptus/Fir Avenue rights of way.

MITIGATION MEASURES

P54. MM 4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

P55. MM 4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:
• Install a traffic signal;
• Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and
• Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.

P56. MM 4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct an eastbound right-turn lane and re-stripe the shared left-or-righ turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P57. MM 4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

P58. MM 4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);

• Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.

P59. MM 4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P60. MM 4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection.
• Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer,
• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require

the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.

- **Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.**

P61. MM 4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;
• Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and
• Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P62. MM 4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;
• Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;
• Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and
• Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.

P63. MM 4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

• In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;
• Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and
• Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

P64. MM 4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:
• Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;
• Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;
• Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and
• Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.

P65. MM 4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane;
• Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and

• Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.

P66. MM 4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);
• Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;
• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection. The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1.

P67. MM 4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;
• Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P68. MM 4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the

dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;

• Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;

• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.; and

• Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.

P69. MM 4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

• Install a traffic signal. This improvement would be funded through participation in the DIF Program;

• Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF

Program; remaining improvements would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;

• Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P70. MM 4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements:

• Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;

• Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and

the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P71. MM 4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:
• Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P72. MM 4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:
• Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P73. MM 4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.
• Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.
• Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).
• In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

P74. MM 4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to

manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

P75. MM 4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

P76. MM 4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

P77. MM 4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

P78. MM 4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.

P79. MM 4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.

P80. MM 4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations:

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**
- **Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;**
- **Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;**
- **The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;**
- **The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;**
- **High pressure injectors shall be provided on diesel construction equipment where feasible;**
- **Engine size of construction equipment shall be limited to the minimum**

practical size;
• Substitute gasoline-powered for diesel powered construction equipment where feasible;
• Use electric construction equipment where feasible;
• Install catalytic converters on gasoline-powered equipment where feasible;
• Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
• Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
• Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;
• All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

P81. MM 4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

P82. MM 4.3.10 All Project entrances shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
• Telephone numbers of the building facilities manager and CARB, to report violations.
These measures shall be enforced by the on-site facilities manager (or equivalent).

P83. MM 4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.
• Increase in insulation such that heat transfer and thermal bridging is minimized;
• Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;
• Incorporate dual-paned or other energy efficient windows;
• Incorporate energy efficient space heating and cooling equipment;
• Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights

when they are not needed shall be implemented;
• To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.
• Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.
All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.

P84. MM 4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.

P85. MM 4.3.13 GHG emissions reductions measures shall also include the following:
• The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;
• The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;
• The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.
• Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);
• The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;
• The Project shall provide at least two electric vehicle charging stations.

Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.

- **Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:**
  - **Implementation of compressed workweek schedules;**
  - **SmartWay partnership;**
  - **Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.**
  - **Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.**
  - **Use of fleet vehicles conforming to 2010 air quality standards or better.**
  - **Installation of catalytic converters on gasoline-powered equipment.**
  - **Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;**
  - **Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;**
  - **Provision of preferential parking for EV and CNG vehicles;**
  - **Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;**
  - **Use of electric (instead of diesel or gasoline-powered) yard trucks;**
  - **Use of SmartWay 1.25 rated trucks.**

P86. MM 4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P87. MM 4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P88. MM 4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P89. MM 4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.

P90. MM 4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.

P91. MM 4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.

P92. MM 4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.

P93. MM 4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.

P94. MM 4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

P95. MM 4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

P96. MM 4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- **Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;**
- **A paleontological mitigation-monitoring plan shall be developed before grading begins;**
- **Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;**
- **Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and**
- **Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources**

P97. MM 4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

P98. MM 4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

P99. MM 4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

P100. MM 4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

P101. MM 4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

• A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;

• A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and

• Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas

temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and

• Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.

P102. MM 4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P103. MM 4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.

<u>Building and Safety Division</u>

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the

Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;

f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact

Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Grading Plan Approval or Grading Permit

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or

ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.

e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The

drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

d. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

e. Any necessary corner cutback right-of-way dedications per City Standard 208.

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. **Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.**

LD67. **Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.**

LD68. **Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).**

LD69. **Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.**

LD70. **Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.**

LD71. **Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.**

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. **Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

b. **Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5 foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

c. **"A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.**

d. **The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.**

e. **Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.**

f. **The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.**

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. **Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).**

b. **Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs**

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of*

Moreno Valley Public Works Department Landscape Design Guidelines. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

<u>Prior to Certificated of Occupancy or Building Final</u>

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements

shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

- **a.** Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.
- **b.** The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.
- **c.** All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under <u>no</u> circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

RESOLUTION NO. 2011-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF TENTATIVE PARCEL MAP 36207 (PA09-0022) TO COMBINE THE EXISTING FIVE PARCELS LOCATED WITHIN THE PROJECT SITE INTO A SINGLE 55 ACRE PARCEL.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of Tentative Parcel Map No. 36207 (PA09-0022), to combine the existing five parcels located within the project site into a single 55 acre, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

ATTACHMENT 7

1. Conformance with General and Specific Plans – That the proposed land division is consistent with applicable general and specific plans.

   FACT: The proposed tentative parcel map is consistent with the General Plan designation of Business Park for the project site. The proposed parcel map will combine the existing five parcels located within the project site into a single 55 acre parcel. The proposed land division is consistent with existing goals, objectives, policies and programs of the general plan.

2. Design Conformance with General and Specific Plans – That the design or improvement of the proposed land division is consistent with applicable general and specific plans.

   FACT: The tentative parcel map as designed and conditioned will provide improvements that are consistent with the requirements of the project site's General Plan land use designation of Business Park.

3. Physically Suitable for Proposed Development – That the site of the proposed land division is physically suitable for the type of development.

   FACT: The project site is comprised of multiple vacant rectangular shaped parcels that are mostly flat. The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the adjacent freeway with Office zoned land north of the freeway. Land uses to the east include a mix of vacant Business Park, and residential zoned land. Land uses to the east include vacant Community Commercial zoned land. Land uses to the south include vacant RA-2 zone land on the other side of Fir Avenue/Future Eucalyptus Avenue with developed tract homes located approximately ¾ miles to the south. Overall, the project site is well suited for future development of industrial land uses.

4. Physically Suitable for Proposed Density – That the site of the proposed land division is physically suitable for the proposed density of the development.

   FACT: The project site is mostly flat and at grade along Fir Avenue/Future Eucalyptus Avenue. The parcel map is designed in accordance with the provisions of the City's Municipal Code. The project site is physically suitable for the subdivision.

5. Protection of Fish or Wildlife Habitat – That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

   FACT: A Final EIR has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA), concluding that with mitigation and as conditioned and designed, the proposed subdivision would result in less than significant impacts to Fish and Wildlife resources. The project has also been determined to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP).

6. Health, Safety and Welfare – That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

   FACT: As conditioned, the proposed parcel map would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the project site. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

7. Easements – That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

   FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility and storm drain easements.

8. Consistent with Applicable City Ordinances – That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

   FACT: The tentative parcel map is designed in accordance with the provisions of the City's Municipal Code.

9. Passive or Natural Heating and Cooling – That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The design of this parcel map, to the extent feasible, allows solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

10. Regional Housing – That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The project does not propose housing. The project would not increase the demand for housing beyond that anticipated in the City's Housing Element or the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, the project and/or its tenants and employees will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA09-0022, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Tentative Parcel Map No. 36207 (PA09-0022) to combine the existing five parcels located within the project site into a single 55 acre, subject to the attached conditions of approval included as Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA09-0022
TENTATIVE PARCEL MAP NO. 36207
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Tentative Parcel Map No. 36207 is approved for the purposes of re-configuring the existing five parcels located within the project site and creating a single 55 acre parcel with lettered lots for a storm drain channel and a future off-ramp for State Route 60.

P2. Development within Tentative Parcel Map No. 36207 shall be under separate review and approval of a plot plan or a conditional use permit application(s) and shall be subject to the requirements of the City's Municipal Code.

P3. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

P4. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

EXHIBIT A

P5. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. (MC 9.14.020)

P6. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P7. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Issuance of Grading Permits

P8. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P9. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P10. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. This shall include slopes associated with swales and basins. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. Graded slopes shall have variations that do not exceed 2:1 (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of any grading permits, any required final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P13. (GP) Prior to the issuance of a precise grading permit, the plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P14. (GP) Prior to the issuance of a precise grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P15. (GP) Prior to the issuance of any grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-Species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

<u>Prior to Recordation of Final Map</u>

P16. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all <u>commercial buildings</u> shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In

multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and

approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and

h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

~~PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION~~

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

~~General Conditions~~

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the

approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

~~Prior to Grading Plan Approval or Grading Permit~~

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries.

For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

~~Prior to Map Approval or Recordation~~

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree

to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one

lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

~~Prior to Certificate of Occupancy~~

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees

are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to

secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. **A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

d. **An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

e. **Any necessary corner cutback right-of-way dedications per City Standard 208.**

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.

LD67. Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.

LD68. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation

District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).

LD69. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.

LD70. Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.

LD71. Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5

foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. "A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.

d. The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.

e. Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).

b. Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. **That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.**

d. **That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.**

~~PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION~~

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit

and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service

responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

~~PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION~~

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

Prior to Certificated of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and

other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

a. Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.

b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.

c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and

Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

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MV00111283

PLANNING COMMISSION STAFF REPORT

Case:	PA08-0098 – Zone Change PA10-0017 – Municipal Code Amendment PA08-0097 – Plot Plan PA09-0022 – Tentative Parcel Map No. 36207 P08-133 – Environmental Impact Report
Date:	May 12, 2011
Applicant:	Ridge Rancho Belago LLC
Representative:	Dennis Rice
Location:	South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard
Proposal:	Plot Plan for a 937,260 square foot warehouse facility on 55 acres; a Zone Change from Business Park to Light Industrial; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal.
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

This project proposes the development of a 937,260 square foot warehouse facility on 55 acres. The project requires approval of a tentative parcel map, Zone Change and a Municipal Code Amendment, and certification of a Final EIR.

ATTACHMENT 8

PROJECT DESCRIPTION

The applicant, Ridge Rancho Belago, LLC, has submitted five applications for development of the West Ridge Commerce Center Project, which include a Zone Change, a Municipal Code Amendment, a Plot Plan, a Tentative Parcel Map, and an Environmental Impact Report, in order to develop a 937,260 square foot warehouse facility on a 55-acre site (Assessor's Parcel Numbers 488-330-003 through -006 and -026) located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard within Chapter 9.05 Industrial Districts of Title 9 and is presented as Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was a concern raised and reviewed for the project. Future Eucalyptus Avenue will separate the proposed project from the residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site, this residence and the vacant residential property to the south have been reviewed as sensitive receptors.

In order to provide greater compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone of approximately 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

Application PA10-0017 for a Municipal Code Amendment proposes to add a standard to the Light Industrial zone that would require industrial and warehouse structures greater than 50,000 square feet in building area to be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

If approved, the proposed amendment would be effective City-wide.

Please see Exhibit E to Planning Commission Resolution No. 2011-13 for a copy of the proposed revisions to Chapter 9.05 Industrial Districts of Title 9.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility, to be located on 55 acres located south of the Moreno Valley Freeway and approximately 650 east of Redlands Boulevard. The warehouse facility is a permitted use in the existing Business Park zone and also permitted in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas have been placed on the northern and southern elevations and are screened by perimeter concrete tilt-up walls with slopes with a tree row also required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted with groundcover and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide standard parking lot and setback landscape to include ground cover shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will be developed with curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

Site

The project site is comprised of vacant land that is mostly level and at grade with Fir Avenue/Future Eucalyptus Avenue and at or below grade of adjacent State Route 60. There are no trees, rock outcroppings or existing structures located within the limits of the project site. The project site includes a portion of the Quincy Channel which includes some riparian vegetation.

Surrounding Area

The project is located in an area that includes a mix of business park, office, commercial, residential and agricultural uses. Developed land within proximity to the project site includes citrus groves, the Moreno Valley Auto Mall and Moreno Beach Plaza (Walmart) center to the west at Moreno Beach Drive, the 1.8 million square foot Highland Fairview Business Park (Skechers) warehouse facility under construction to the east between Redlands and Theodore and large lot subdivisions approximately 1/4 mile to the south in the RA-2 zone. Developed uses to the north on the other side of State Route 60 include an RV storage site, a telecommunications antenna, a residence and a feed store.

The vacant 120 acre site to the west is currently proposed for development of a 2.2 million square foot industrial park by ProLogis, The site for this neighboring project is currently zoned Business Park, Business Park Mixed Use, R15, R5, and RA-2. That applicant is proposing a General Plan Amendment and Zone Change from existing zoning to Light Industrial.

Access

The project site will be accessed directly from Fir Avenue/Future Eucalyptus Avenue via Redlands Boulevard and State Route 60. This portion of Fir Avenue/Future Eucalyptus Avenue would be constructed by the applicant/developer as a condition of the project.

The driveways and interior drive aisles associated with the project have been approved by the Fire Prevention Bureau for fire truck access and turnaround. The site has also been designed for adequate truck maneuvering and turnaround within the designated loading zones located on the north and south elevations of the building.

Design

Site design of the proposed warehouse distribution facility is consistent with requirements of the City's Municipal Code.

The architectural design of the building is a concrete tilt-up construction. Building and wall colors include earthtones, with varying amounts of accent colors and vertical features to break up the architecture of building. Roof top equipment will be screened from public view by parapet walls.

Staff worked with the applicant to ensure that all sides of the building include architectural treatment. The loading bays and trailer storage areas along the northern and southern elevations have been screened from view. The screen wall along the south elevation is a fourteen (14) foot wall of concrete tilt-up construction which will match the building design and colors.

Landscaping for the site is proposed at around 13% of the site area including the water quality/detention basins. The City's Municipal Code does not require a minimum percentage of landscape on a site. Instead, there are requirements for landscape setback areas along perimeter streets, parking lot landscape, street trees and landscape treatments around the perimeter of the buildings where visible from the public right-of-way. The project as designed meets the City's current landscape criteria.

Signs are not a part of this approval and will be reviewed and approved under separate administrative permit.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed Zone Change and Municipal Code Amendment as well as the Plot Plan for the warehouse facility.

Upon review at PRSC on November 19, 2008, modifications were required to the site plan. Comments from staff included revisions to the layout of the parking lot, access from adjacent roads, screening, architecture, typical street sections, grading and the submittal of required technical studies.

Subsequent PRSC reviews occurred in May and September 2009, and April, August and November 2010. Upon review of a final draft of the site plan and completion of the Final Environmental Impact Report, a determination was made to schedule this project for a Planning Commission public hearing on May 12, 2011.

The applicant held a community meeting on February 27, 2008, to present the project to neighboring property owners. There were approximately 30 people in attendance. Concerns raised at the meeting were related to the proposed land use changes, traffic, noise, light and glare, aesthetics, quality of life, impacts to property values, air quality, crime, and storm runoff.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, draft environmental documents were prepared by the applicant's consultant Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the draft environmental documents for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required State and local agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. An additional two letters were received after the end of the review period.

Final Environmental Impact Report

Responses to the twenty-four comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Response to Comments and related documents were mailed to all interested parties and responsible agencies on April 28, 2011, to allow for their review prior to Planning Commission hearing, in excess of the minimum notice period of 10 days required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the document, these noted impacts above are considered to be significant and unavoidable.

Although impacts to traffic and circulation, air quality, noise, and aesthetics cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs or other beneficial project features versus project impacts that cannot be mitigated to less than significant levels. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant, or can be adequately mitigated below significant thresholds.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The Planning Commission will take public testimony on the EIR and project and forward a recommendation to City Council. Before the proposed project can be acted upon, the City Council will need to review the final environmental document, receive public testimony and either certify or reject the EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

Although the proposed Municipal Code Amendment will be effective Citywide, it is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all responsible reviewing agencies.

Agency	Response Date	Comments
Southern California Edison	October 27, 2008	No Issues
Riverside County Flood Control	December 1, 2008	District Master Plan Facilities

Conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2011-13 and thereby recommend that the City Council take the following actions:

1. **APPROVE AND CERTIFY** that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Exhibit A) has been completed in compliance with the California Environmental Quality Act; and

2. **APPROVE** Zone Change PA08-0097 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit B;

3. **APPROVE** Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial building from adjacent residential zones as shown on Exhibit C;

4. **APPROVE** PA08-0097 (Plot Plan), subject to the attached conditions of approval included as Exhibit D; and

5. **APPROVE** PA09-0022 (Tentative Parcel Map No. 36207), subject to the attached conditions of approval included as Exhibit E.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-13
   Exhibit A - Final Environmental Impact Report
   Exhibit B – Zone Change Map
   Exhibit C – Municipal Code Amendment
   Exhibit D – Plot Plan Conditions of Approval
   Exhibit E – Parcel Map Conditions of Approval
3. Site Plan
4. Elevations
5. Color Rendering
6. Cross Sections – Line of Sight
7. Preliminary Landscape Plan
8. Tentative Parcel Map 36207
9. Aerial Photograph
10. Response to SCAQMD comments
11. Response to Tom Hyatt comments

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3. Case Number:	**P08-133**	**Environmental Impact Report**
	PA08-0097	**Plot Plan**
	PA08-0098	**Zone Change**
	PA09-0022	**Tentative Parcel Map No. 36207**
	PA10-0017	**Municipal Code Amendment**

Case Planner: **Jeff Bradshaw**

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Vice Chair Baker and members of the Planning Commission. My name is Jeff Bradshaw. I'm an Associate Planner with the Planning Division. The item before you this evening is proposed by the Applicant; Ridge Rancho Belago. They have submitted five applications as part of this proposal. They include a Zone Change, a Municipal Code Amendment, Plot Plan, Tentative Parcel Map and an Environmental Impact Report and those applications are all part of a proposal to develop a 937,260 square foot warehouse distribution facility on a 55 acre site. This is located in the east part of Moreno Valley on the south side of the Moreno Valley Freeway, on the north side of Fir or future Eucalyptus Avenue and about 650 feet west of Redlands Boulevard. I am going to try to present the information to you as succinctly as I can. This is a fairly large project and somewhat complicated project so I hope you'll bear with me as I present the information and I want to make sure it is clear to you; both the Commission and the public.

Starting with the Zone Change, the project is currently zoned Business Park or BP. The General Plan designation for this site is consistent with that. It also has a Business Park General Plan designation. One of the standards of the Business Park zone is the limitation that it places on warehouse structures that are developed within that zone and there is a limit on individual structures being no larger than 50,000 square feet. The Zone Changes proposed in this case to allow for the building that is being proposed; a single structure that would exceed that limitation, so the change proposed is to go from Business Park to Light Industrial Zone and that will allow for the larger building. It is important to note that both the present Business Park Zone as well as the proposed Light Industrial Zone are both consistent with the underlying General Plan designation that is there on that site.

The Municipal Code Amendment that is proposed and if I could provide just a little background on that proposal...Under the current... one of the current standards again under the Business Park Zone is this concept that that district would act as a buffer or transition area between Business Park development and adjacent residential zoning and other sensitive land uses. Even though this site would be separated from property to the south by Eucalyptus Avenue, it is still in its present location located in proximity to residential zoning and so what is proposed by the applicant is to establish in addition to the Business Park

ATTACHMENT 9

separation concept; to establish an alternative or another way of buffering sensitive land use from these larger warehouse sites and so the proposal is a new standard or change to Chapter 9.05 of Title 9, the Industrial District Section and the concept is to add a requirement within the Light Industrial Zone that would require warehouse structures that are larger than 50,000 square feet be separated from any adjacent residential zoning by a minimum separation distance of 250 feet and that would be between the residential district boundary and any warehouse building or truck court loading area and that is a minimum. At the same time the language also suggests that that separation or buffering distance be determined by the results of Air Quality and Noise Impact Studies, so while 250 feet might be the minimum, we might have a project where the studies may actually ask for more than that and so the accompanied Municipal Code Amendment offers another way for development to occur in close proximity or adjacent to residential zoning. And for reference purposes the revised language that is being proposed to that section is attached to Planning Commission Resolution 2011-13 and that is included as Exhibit E for reference.

With regards to the development of the building, the structure that is proposed again is 937,260 square feet. The construction type that is being proposed is concrete tilt-up with architectural treatments on all four sides of the building. The colors for the building and the perimeter walls are earth tones with varying amounts of accent colors and vertical features to help break up the architecture. The facility as designed provides parking for both the trucks and for the employees and visitors to the site. There are 173 loading dock doors. This facility and the project as designed exceeds the City's requirements for parking for trucks, employees and visitors. The loading and truck areas would be screened from view from offsite. The truck court is enclosed by 14 foot tall perimeter concrete tilt-up walls that would screen the loading activities on both the north and south sides of the building. In addition to that, the activity there is screened by slopes and a tree row that also has been conditioned and required of the project along the State Route 60 frontage of the property. You might have noted on the Site Plan there is some area at the northeast corner of the property that extends out into what would be future Cal Trans right-of-way and that area will be maintained by the Applicant with some interim landscape until such time that the property convey to Cal Trans for development of future off-ramp improvements at Redlands Boulevard. As noted on the Site Plan the project has been conditioned and designed to accommodate required landscaping for the parking lot, the project's perimeter, the water quality basins and retention basins that are on site. All those areas will be landscaped to be consistent with the City standards. The future Eucalyptus Avenue frontage will include parkway, a sidewalk and there is also a segment of multi-use trail that will be built by the developer to satisfy City General Plan requirements.

I also wanted to point out some of the obligations that the Applicant has or the developer rather for street improvements associated with this project. They are required to construct at the Eucalyptus Avenue frontage across their site and that

improvement actually extends from their property eastward to Redlands Boulevard. They would be responsible for constructing Street A which is along the eastern property line of the project to a half-width. They are responsible for traffic signal improvements at Redlands Boulevard at the westbound off-ramp as well as at the intersection of Redlands and Eucalyptus Avenue. They will also be responsible for constructing an additional southbound lane on Redlands Boulevard that extends from the eastbound off-ramp down to Eucalyptus and finally they are also required to work with the City to construct turning lanes at a number of intersections there at Redlands Boulevard and the on and off ramps at the 60 freeway, so all of those are required of the project and must occur before occupancy permits are allowed for the building.

The project site is comprised of multiple parcels and so there is a Parcel Map that accompanies this development. The intent of that map would be to combine the five parcels into a single usable parcel so they can develop the 55 acres. It would also allow for the opportunity to convey property to both Cal Trans in the future for off-ramp improvements as well as the Riverside County Flood Control District to complete storm drain or channel improvements in the Quincy Channel along the western property line.

I want to provide just some background on the Environmental that is required for this project because of the scale and size of this project and the potential impacts that would result from its construction. An Environmental Impact Report was required for this project and going back to when this project was submitted, Staff had the opportunity to work with an Environmental Consultant to prepare an Initial Study Check List and out of that Check List it was determined that there were some CEQA categories that needed to be examined further. There was a Notice of Preparation of an EIR that was circulated in October of 2009. The result of that was the City was able to receive responses from various responsible agencies and members of the community. Here they identified concerns that they had with that document. And were able to hold a public meeting in October of 2009 for their input. That information was used in the preparation of a draft document that was prepared and routed to Staff and to a third party; a peer review consultant that was hired by the City to assist in the review of that document and over the course of the next year we worked with the consultant in the preparation of that document. When that document was complete and ready, it was made available; the draft of that document was made available to the public for comment and that was a period that began in October of 2010 and ended on December 6th, 2010.

Again as part of that process we held another community meeting and were able to receive comments from the community as well as other responsible agencies about that document. Following that response period City Staff worked with the consultant to prepare responses to those comments and was able to complete the final EIR and make the response to comments available and distribute those in April of this year.

The Staff Report when it was circulated to you included both the draft document as well as the response to comments and hopefully you had an opportunity to be able to review that information. Another effort the City made to be able to put the information out and have it available for the public was placing it online on the City's website for access as well as making it available in a hardcopy format at both the City and at the library. Again as we examined the project, there were a number of categories that were identified as having the potential for having impacts and through the review of the project it was determined that mitigation measures were required in some instances. Those have been introduced in the document and are included to help reduce impacts where possible. There are categories or instances where the impacts were not reduced to less than significant levels but in all instances mitigation measures have been applied and the impacts reduced to the extent possible.

The EIR did include mitigation measures for the following categories and the intent again to reduce impacts and those are for traffic and circulation, air quality, greenhouse gas emissions, noise, water supply, cultural resources and biological resources as well. The analysis in the EIR indicated that the project would have a number of potentially significant impacts and again in some of those categories and those include traffic circulation, air quality, noise and aesthetics. The EIR identifies mitigation measures to help reduce those, but even with mitigation the categories that I just listed do result in some impacts that can't be reduced to a less than significant level. The California Environmental Quality Act does allow for the decision body which would be the City Council to ultimately consider in instances like this a Statement of Overriding Consideration and make findings in response to that situation and if the decision making body were to determine that the benefits of the project outweigh the adverse environmental effects, it could approve the project with a Statement of Overriding Consideration.

The project presented this evening; standard notification was completed for this project. A Display notice was published in the newspaper; the site was posted as well as notices being sent to all property owners within 300 feet of the property and of this evening I had received 6 comment letters connected to this evening's public hearing and this would be in addition to any comments that were provided through the review of the environmental document. I believe copies of that correspondence was provided to you and there should be copies on the dais and those were letters that were submitted to us from the Sierra Club; from South Coast Air Quality Management District; from Johnson and Sedlack which is an Attorney that represents some residents here in town; some organizations and then also from an individual named Paul Claxton and so all that information has been made available for you.

Additionally there was a memo prepared this evening. It is the yellow correspondence that you have and the intent of that memo is to identify some corrections that Staff noted that needed to be made to the Resolution and was one of those was a correction to some text that shouldn't have been in the

Resolution; it was an oversight. It was text from another project that needed to be deleted and the other was some additional language that we felt made your action this evening, if you choose to approve the project or recommend approval rather, to make that action more complete. I believe that Transportation had one correction that they were going to suggest to the Conditions of Approval, so I'll give some time to Michael Lloyd from Transportation.

TRANSPORTATION ENGINEER LLOYD – Good evening Commissioners, this is Michael Lloyd with Transportation Engineering. I'd like to provide some clarification on Condition TE10. The condition was intended for Redlands Boulevard and the way it was worded initially wasn't clear, so I'd like to amend the condition such that it would read "prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane, additional southbound lane on Redlands Boulevard from the State Route 60 eastbound ramp to future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16 feet". Thank you.

PLANNING OFFICIAL TERELL – Yeah and with that I believe that the Community and Economic Development Director wanted to follow-up on Jeff's report.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Thank you. I'm Barry Foster. I'm the Community and Economic Development Director. I just wanted to offer up some ideas from an economic development standpoint and offer my support for this project. I hope that you got a copy; I actually gave out a table. Did you all get a copy of that? I hope you are aware that a couple of weeks ago the City Council actually approved an Economic Development Action Plan and with that Action plan we're looking at accelerating and doing a number of different things in the next two years to really help with development in the community, but most importantly we are looking to increase employment opportunities; create jobs in this community. We think that the driving force in improving the economy in Moreno Valley is to help with the job market; is to address the fact that we've got a 16.2 percent unemployment rate.

A lot of our residents that do have employment have to leave the community for work. I think in the past couple of years, we've done a fairly good job of creating jobs. We've created over 3,600 jobs in the last few years in some very challenging economic times but we really need to do a lot more and so really the focus of that Economic Development Plan is to look at opportunities at a number of areas in the community to try to create more jobs; more employment opportunities for our residents and I think that if you look at these charts they are pretty eye opening in looking at the challenges that we face and kind of where we are at right now. If you look at the top one we are looking at a number of communities in the Inland Region that are fairly similar in size to Moreno Valley with the exception of maybe Chino in terms of population, but you can look really at the work force that is currently there in those other communities versus the

housing units in those communities and that is really what you striving to do is you are looking for a balance between the number of housing units and the jobs that you have in your community. That is not the number of people; that is not your residents that have jobs; that is the jobs that you have in your community; that are situated in your community. If you look at that list, the only community that is upside down is Moreno Valley. We really need to do a lot better job at creating employment opportunities here in this community and really try to improve that balance. We are significantly out of balance right now. If you drop down to the second group on that table, you can look at those same communities and look at the inventory that is currently developed for Industrial and Business Park in those communities and jobs again; and again we are very lacking in terms of inventory.

With opening of Skechers, we'll have 10.1 million square feet in this community. That is very low in comparison with those other communities that are very similar in size and population. Even the City of Chino which has half the population that we have has 30 million more square feet than we have right now. We need to provide opportunities to have industrial distribution logistics in this community. That is the one way that we are going to help stimulate and produce new employment opportunities and jobs in this community that our residents desperately need to have. If you go down and look at the last part at the survey; that is a current survey that shows the zoning that is currently in place. The project that you are looking at tonight has a Business Park zoning already in place and we're also looking at Industrial, so even including the zoning that you already have in terms of the Business Park, we have 9 percent. At the height; at the top there is Ontario with 25 with the vast majority of those communities are somewhere in the middle there. What is the sweet spot? Where should we be?

I'm not offering any ideas now, but it is certainly should be higher than what we have, so that Economic Development Action Plan that we are really advocating is looking at ways to re-zone areas that are undeveloped to produce jobs. If you look enough people would counter and say we'll got all this property in the south part of town in the Industrial Specific Plan area; you've got some property across the street here. If you develop what is currently zoned there and there are a lot of projects that are being looked at in those areas, you will probably have another 12 million square feet that you could do fairly easily. You still are only doubling what we currently have. You are still nowhere near where the rest of these communities are at. You are really selling yourself short in terms of having available undeveloped land for opportunities with zoning for distribution, light manufacturing and logistics. You are really selling yourself short to have those opportunities for that kind of development, so that's why we are looking at and trying to stress that there are opportunities in the east part of Moreno Valley in that Rancho Belago area where this property is located in to look at opportunities; to make sure that we have property that is zoned properly that can produce jobs.

The real question with this project is it is currently zoned Business Park, so you are not allowed to do a building greater than 50,000 square feet. It is the same situation that Highland Fairview had with Skechers. It had the same zoning in place. It is do you want a number of small buildings or one large building that can be master designed with four sided architecture and all those kinds of things… with this property if you kept it in place with the way it is you could do 19 or more smaller buildings 50,000 square feet or less. That market is not here. I really don't know when that market will come back. That market of those small industrial buildings it is just not here and I really don't know when and if it will come back again.

The opportunity where the large retailers are looking for is what Skechers did. It is taking 5 buildings that they currently have in Ontario and Mira Loma and putting them into one 1.8 million square foot facility that is better planned and better designed. Skechers saves 15 million dollars annually on their operating costs by moving to that facility. It is state of the art in terms of automation and everything else. It still produces 1,100 jobs; different kinds of jobs. They are not the old school fork lift and all that kind of thing. It is higher tech. It is all computers and that and that is really the direction that logistics is going to, but they are consolidated into one large building and saving money. That is what a number of retailers have seen and that is what they are looking and they need more product; they need opportunities to have those kinds of buildings and that is what the developer is proposing, is one 965,000 square foot building rather than 19 or more smaller buildings. The developer has a solid track record. They have built a lot of projects across the street. They are a national developer. They brought in Serta Mattress; Minka Lighting, ResMed, Frazee Paint and we are working on tentative improvements for Harbor Freight right now. They brought in National…Very respected companies that have produced jobs for this community.

That is really what we need. We need to look at opportunities and make sure that we the proper zoning in place, so this project has done all the EIR's; they've done… there are 80 pages of conditions of approval for this project. They have a significant buffer from the residential, but really the question is do you want 19 or more smaller buildings or do you want one large building. That really is the question, so with that I think from an economic development standpoint, certainly we support the project and I'm happy to answer any questions.

VICE CHAIR BAKER – Are there any Commissioner with questions for Staff?

COMMISSIONER OWINGS – Could I start up?

VICE CHAIR BAKER – Go for it Tom

COMMISSIONER OWINGS – Okay first of all I'd like to clarify something for the new Commissioners so should I address you Mr. Bradshaw?

ASSOCIATE PLANNER BRADSHAW – I'd be happy to try to answer any questions that you have.

COMMISSIONER OWINGS – Because this Applicant is asking for a Zone Change, doesn't the Planning Commission have the absolute discretion as to whether or not to grant approval for this zone change? In other words take for example last week… a guy comes in and he has a little 16 house housing unit and it meets all the standards; it meets all the criteria; the Planning Commission would be hard pressed to not approve that without a really proper statement of findings, but in this particular case isn't it true that we have absolute discretion whether or not to approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – This type of a change along with the Municipal Code Amendment starts with the Staff presentation to the Planning Commission and their role is to review the information and make a recommendation.

COMMISSIONER OWINGS – No I'm not questioning that, I'm just trying to find our proper role. We have absolute discretion don't we whether or not we approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – The result of this evening would be a recommendation to Council.

COMMISSIONER OWINGS – Right, but we have absolute discretion, correct?

PLANNING OFFICIAL TERELL – That's correct Commissioner… this is what is called a discretionary review and therefore the Commission has as you said absolute discretion to recommend approval, denial or something in between.

COMMISSIONER OWINGS – So if you have absolute discretion we could potentially bargain for something that would go some standard in excess of the current standards for our approval, correct?

PLANNING OFFICIAL TERELL – You can ask…

COMMISSIONER OWINGS – We'll that's a bargain. Both parties have to agree right… we established that earlier

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - Okay I can tell that I'm not going to be a second term Commissioner. Can you tell that right now? You know first of all has there been a tenant identified for this?

PLANNING OFFICIAL TERELL – Well that's really a question for the Applicant but our understanding is there is not a tenant.

COMMISSIONER OWINGS – So this is a spec building so we have no idea what type of business that is going to be housed in this 930,000 square foot building, correct?

PLANNING OFFICIAL TERELL – The specific type; no. It would have to be a range of business that is permitted in that zone.

COMMISSIONER OWINGS – So I looked at the South Coast Air Quality thing and you guys are the experts on all of this and this is a bit above my pay grade in terms of understanding some it, so we have to rely on you to make sure that I do and I do trust the City Staff to make the proper direction or to make the proper responses, but isn't a little hard to ascertain what the traffic would be on Redlands Boulevard if we don't know what type of business is going to go in that 900,000 square foot building.

PLANNING OFFICIAL TERELL – Well I'll defer to Michael Lloyd to answer that question but typically this is a term of our… we look at what is called the reasonable; it's often called worst case development based on agreed standards and I'll let Michael kind of explain exactly how…

COMMISSIONER OWINGS – Well I don't really want to get into lengthy detail, what I just really want to do…

PLANNING OFFICIAL TERELL – Oh it will be short

COMMISSIONER OWINGS – Okay, I just want a general answer to the question in general. Wouldn't it be kind of hard to ascertain the impact to the community both on traffic or pollution? It seems like I read through all of these people's concerns. They seem to center around traffic on the 60 center, traffic on Redlands Boulevard and they center on overall air quality as a result of the trucks etc, so it seems to me that it is a bit difficult to ascertain with any degree of accuracy unless we know what type of person is going to go into it and I'm just looking for sort of a general idea of whether you agree with that or not.

PLANNING OFFICIAL TERELL – Well the assessment was done as this being a warehouse facility, so it is a facility that has a certain number of truck docks and there are averages; accepted standards, but again I'll defer to Michael to talk about that.

COMMISSIONER OWINGS – Okay Michael… you know because there seems to be quite a bit of difference between and take for an example a Big 5 in Riverside across from Raceway Ford and the Skechers plant up here. You know Skechers has lots of truck bays. They may not be all used at one time. They

may be used sort of for storage until they are filled or until they are directed. The Big 5 is not quite like that and you know from an honest observation of a neighbor of Big 5 which is close to a million square feet, I never see a truck go in or out of it. I would say the impact to the traffic in front of Raceway is almost negligible if any. The employees create more of a traffic problem than the trucks or anything so that is quite a different plant than maybe might or warehoused or might be placed in this particular project, correct.

TRANSPORTATION ENGINEER LLOYD – Correct… there is variation from warehouse to warehouse but as John indicated the standards that we follow are based upon averages, so the calculations are based upon observations as you indicated where there are some warehouses that have lower truck volumes versus warehouses that would have higher truck volumes and we develop averages and then apply it to the proposed project's total square footage and then distribute that traffic onto that street system for analysis.

COMMISSIONER OWINGS – Okay thank you. John it is my understanding that Fairview Highland is prohibited from any traffic on Redlands Boulevard as a result of an agreement between Highland Fairview and the Sierra Club. Is that correct?

PLANNING OFFICIAL TERELL – They are… there is a preclusion of opening up the road that connects to Redlands Boulevard until a future phase of that development and there is a restriction on the …

COMMISSIONER OWINGS - … truck traffic on Redlands Boulevard, right? That is why all truck traffic in Highland Fairview is directed to Theodore?

PLANNING OFFICIAL TERELL – Well as part of Phase 1, it is all directed to there because there is no connection to Redlands in Phase 1, but by Phase 3 there will be a connection and trucks will be directed to Theodore. Obviously once a truck leaves that facility it can't be prohibited from going to Redlands because Redlands is actually a truck route, but the intent and the agreement as you said with the Settlement Agreement subsequent to the approval of that project did kind of give a proactive requirement on the part of Highland Fairview as the landlord to direct trucks towards Theodore.

COMMISSIONER OWINGS – So you say you know Redlands Boulevard is a truck route, so if you know could you please tell me the basis on which the Sierra Club made that part of their agreement with Highland Fairview. I mean what was the purpose of it; what was their concern and how did the agreement resolve their concern or address their concern?

PLANNING OFFICIAL TERELL – Well I can't speak for them. I think there was a concern of adding a lot of truck traffic to a route that is heavily used for commuter traffic primarily from Moreno Valley to the freeway or from Moreno

Valley to and from Redlands, so there was a concern about if trucks go to Redlands they might be more likely to drive north to and through San Timoteo Canyon to get to the 10 freeway, so I think that was as I recall was their major concern was that trucks needed to be directed towards the freeway.

COMMISSIONER OWINGS – That concern would be just as valid for this proposed project wouldn't it as it was for Highland Fairview?

PLANNING OFFICIAL TERELL – I can't speak for them…

COMMISSIONER OWINGS – In your opinion

PLANNING OFFICIAL TERELL - … but I would suspect they might have a similar concern as I think is expressed maybe in some of their comment letters in the Environmental Impact Report.

COMMISSIONER OWINGS – So maybe impossible to direct traffic from the new project to Theodore but is there a similar possibility of a solution that Sierra Club was able to work out with the developer of Highland Fairview with the current developer of this proposed project?

PLANNING OFFICIAL TERELL – There are not the same options for this property. Obviously this property is much smaller than the Highland Fairview project. It is roughly a third the size of that and truck traffic can go towards Redlands or at some future date could go towards Moreno Beach, which I'm not sure that is a better alternative.

COMMISSIONER OWINGS – Okay, when addressing Tom Hyatt's concerns in your packet in locating the warehouse to another area, the City Staff recommended five alternative sites and reasons why the five alternative sites were not suitable. Noticeably absent from the list was Highland Fairview's property which has approximately 20 to 40 million square feet of available warehouse space. Is there a reason the Staff did not include Highland Fairview in the analysis?

PLANNING OFFICIAL TERELL – Are you referencing in the alternative section of the EIR? I think the…

COMMISSIONER OWINGS – Well in your response to Tom Hyatt's letter, you stated that you had Staff look at the available sites and there were five and there were actually four but you added a fifth one and that none of those sites were really suitable for this project, so I was just wondering why Highland Fairview was not on …

PLANNING OFFICIAL TERELL – The reason is because other than the Skechers facility, the Highland Fairview property to the south does not currently permit this kind of development on it.

COMMISSIONER OWINGS – Well neither did some of the sites that you proposed as alternate sites, so I don't see that as a criteria for excluding it. You even mentioned in one of your comments that some of those sites would require a zone change.

PLANNING OFFICIAL TERELL – Well I guess I need you to reference the particular page because I am not the person that responded to that.

COMMISSIONER OWINGS – It was actually Jeff because it is unfair to put you on the hot seat. But anyhow is there any reason why Highland Fairview was not included as a potential alternate for a site when you were responding to Mr. Hyatt.

PLANNING OFFICIAL TERELL – I can't think of a particular reason why it would not have been included or it was not included.

COMMISSIONER OWINGS – Okay, alright, this question is for both I think for you John and for you Mr. Foster. It is my understanding the City and you just kind of eluded to that fact, just to prove a City Development Plan or I think that is probably the wrong terminology but you get the idea… what is it; the Action Plan last month and you know from what I read off of the website it was approved by City Council 5 – 0 which designated the area east of Redlands Boulevard as the future corporate park development. How does this project fit into that development plan? Why doesn't it? If the City Council directs in their plan that this type of development would be placed east of Redlands Boulevard, why are we recommending approval for this plan at its current location?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'm not sure specifically mentioned east of Redlands. It talked about the Rancho Belago area and that's a much bigger area.

COMMISSIONER OWINGS – It does mention that particularly east of Redlands Boulevard.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I think it was specifically talking about the Moreno Highlands Plan.

COMMISSIONER OWINGS – Let me ask you a question. If it says, if the current plan approved by the City Council says that this type of development should occur east of Redlands Boulevard, would that alter the Planning Staff's opinion of the project?

PLANNING OFFICIAL TERELL – No, I believe and if I can speak to the most recent action by the City Council; that related to creating additional General Plan designated areas where industrial development could occur and this particular site is already in the General Plan allowing industrial uses.

COMMISSIONER OWINGS – Well it is not allowing the use that they are asking right now or we wouldn't be talking about it.

PLANNING OFFICIAL TERELL – That's correct, but it does allow industrial uses.

COMMISSIONER OWINGS – Alright, I'm bordering on arguing here and I'm sorry. Did the Planning Staff give consideration to require the consistent architectural design consistent with Highland Fairview's building be made a condition of this project to prevent the area from becoming a hodge-podge of building designs. If you look at the industrial site on Sycamore Canyon between Alessandro and Box Springs, it looks like a checkerboard. It looks like somebody said let's try this and let's try that, let's try this and you know this is going to be visible from the freeway and if we are trying to make Rancho Belago into a up-scaled community development park why wouldn't higher standards be required of this building, so the simple question is did you consider it?

PLANNING OFFICIAL TERELL – Well I'm not quite sure what you mean by higher than what?

COMMISSIONER OWINGS – Well you know I'm not talking but beauty is in the eye of the beholder, whether it is a pretty building or it is an ugly building, but it seems to me that there could have been some consideration given and I just want to know if you did to making this project a condition of approval for the zone change that this builder; that this development be consistent in its architectural design with Highland Fairview.

PLANNING OFFICIAL TERELL – And I guess the quick answer to that is no. This is not part of a Specific Plan that has established a particular type of design. Staff did look at this and wanted a high quality of design and also if you look at it, it includes of similarities. The color palette is similar. It is basically white. Most of the building is white and it also includes the spandrel glass which is a material that is very prevalent on the corners of the Skechers building.

COMMISSIONER OWINGS – But there would be nothing that would prevent this Planning Commission to make that a condition of approval, would it?

PLANNING OFFICIAL TERELL – I guess if we could define what that meant…

COMMISSIONER OWINGS – Well at least consistent with the project. I think that's pretty clear. I have seen that lots in Planning Commissions.

PLANNING OFFICIAL TERELL – I would ask for clarification of it because we would not… I mean Planning Staff would never recommend that this building look exactly like the Skechers building. Probably different than Sycamore Canyon which I agree there is quite a variety of architecture over there and colors; is the Ontario Business Park east of the Airport. It is actually a Specific Plan but you look at the buildings and they are sort of different but they all kind of blend in.

COMMISSIONER OWINGS – John you know there is no standard for Moreno Valley for this; there is no City standard, so the Planning Commission has to act as that standard. Wouldn't you agree? We have to be the one that set the standards.

PLANNING OFFICIAL TERELL – You need to provide direction to set the standards. That is correct.

COMMISSIONER OWINGS – So if we want to have an upscale development park there, shouldn't some consideration be given to creating a building that is consistent with the largest building in the City?

PLANNING OFFICIAL TERELL – And I guess my contention would be that it is.

COMMISSIONER OWINGS – So then Mr. Foster I just was wondering instructionally, could you tell me what the definition of work force is on the chart you passed out.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is all jobs in that community. I don't have a break down on types. It is total work force.

COMMISSIONER OWINGS – When you say all jobs is that all jobs held by people who live in Moreno Valley or is that all jobs held by anybody?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, those are jobs that are currently in Moreno for all types and that is the same thing with those other communities.

COMMISSIONER OWINGS – So for example taking Ontario, we don't really know if anybody that works; that 107,000 do we know if they live in Ontario?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – We don't, so that might be an unfair comparison right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No what we are looking at is a jobs balance of housing units…

COMMISSIONER OWINGS – But it really doesn't measure employment in Moreno Valley does it?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No it does not.

COMMISSIONER OWINGS – Thank you. Alright, Industrial Business Park down here where you have these percentages is for each of those, are you trying to equate Industrial Business Park square footage with the percent with employment? Is that what you are saying that there is a direct correlation?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That's the percentage of Industrial and Business Park zoning in Moreno Valley and those other communities and there is a correlation between the jobs that you can produce from that kind of development.

COMMISSIONER OWINGS – But there might be other factors that might cause Moreno Valley for example to be less than Ontario that are not taken into consideration in this analysis?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes there is

COMMISSIONER OWINGS – Thank you and there could be many factors, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Thank you… so the real question is my opinion… Let me ask you a question too. What is your official title for the City?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Community and Economic Development Director

COMMISSIONER OWINGS – So are you John's boss?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Do you feel a bit funny about advocating so heavily for this in front of this Planning Commission when in fact they are supposed to be the City Staff and take an objective look?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – My comments were from an economic development standpoint.

COMMISSIONER OWINGS – Well I appreciate that you are wearing that hat, but when you are back in the office does that present a problem?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – Thank you. So that's about it. Thank you.

COMMISSIONER VAN NATTA – I wrote a list of questions and you have hit most of them already but I do have a question. Isn't there plans in the future for a school over on that side of town like maybe north of the freeway north off of Ironwood someplace or sometime in the future?

PLANNING OFFICIAL TERELL – The School District is considering two potential sites for a future High School. They have not yet made a determination. One of those is on Ironwood west of Redlands and the other is at Ironwood and Nason.

COMMISSIONER VAN NATTA – Okay would it be likely that students from the south side of the freeway would be attending that school?

PLANNING OFFICIAL TERELL – It's hard to tell but one of the other things that I participate in is the School Attendance Boundary Committee as a representative and the intent of the School District Staff in looking for High School 5 is really to have all students north of the freeway go to a high school north of the freeway. Valley View High School which is the closest High School in that location, half of their students come from north of the freeway, so one of the thoughts about having High School 5 north of the freeway is that they could have the freeway as a dividing line for school attendance boundaries, but there is nothing to say that students south of the freeway might not attend there just like students north of the freeway now attend Valley View.

COMMISSIONER VAN NATTA – Okay because I'm looking at the traffic patterns here and I'm concerned about people who are going to the north side to the south side, whether it is for work or whether they are driving through San Timoteo to get to work or something like that because if Redlands is now going to be used as a truck route in and out of this location and Moreno Beach is a very busy intersection there with all the businesses and everything and Theodore is being used by trucks, that really limits the amount of access that people south of the freeway have to north of the freeway or to that route up there through the hills to go to work in San Bernardino or Redlands or any place up there and I remember all the debate that went on about building the Highland Fairview project and people concerned about traffic and I remember how strongly it was emphasized that oh no it is not going to be a problem. All that traffic is going to in and out of Theodore and I even saw I thought at one point an architectural rendition showing how it was going to be developed along the future Eucalyptus Avenue to where the trucks could not even go through there to get back onto the

freeway, they would have to leave the Highland Fairview project, go to Theodore and get on the freeway, so this comment about them being able to use Redlands in the future was a little puzzling to me because I thought it was really clear that the truck traffic was going to be on Theodore.

PLANNING OFFICIAL TERELL – That is the intent of that project and that is the commitment of the developer of that project. The graphic that was shown that I think showed kind of and looked at what is similar across Sunnymead Boulevard as you get up at Frederick, but that is not a requirement of that project. It was just a suggestion that they had or something that might prohibit or you know really make it physically impossible for trucks to go towards to Redlands. The reality is that they've made an affirmative commitment to direct to director traffic to Theodore, but in the final analysis, they can't. It would be very difficult to never have a truck go that way, but your question I think was what is the impact on Redlands Boulevard relative to truck traffic and I'm going to defer to Michael Lloyd because that is an element of the Traffic Study to identify how many trucks and motor vehicles would be accessing Redlands Boulevard to get to the freeway and what is the mitigation to make sure that with that additional truck traffic, should it be approved, that street still operates at a safe and appropriate level consistent with our General Plan.

COMMISSIONER VAN NATTA – And as an add-on to that question I would ask other than I heard you speak about a traffic lane on Redlands Boulevard, but I didn't hear about any specific improvements that this developer would be contributing to on the Redlands interchange. I think it is going to need more than just adding a simple traffic lane to do that and recalling again what we went through on the approval. I mean I watched all the meetings and everything like that and all the things that were required for the development for Highland Fairview. Are there similar mitigations being required of this developer? How much money is going to be put into developing freeway on-ramps and off-ramps and that whole interchange there that is going to be chargeable to this site which isn't a third of the Highland Fairview but more like 40 percent?

PLANNING OFFICIAL TERELL – Well Highland Fairview is actually approved for 2.4 million square feet of industrial and then it has its commercial in addition to that, so it is the total and not just the current building, but yes there are similar mitigation measures and I'll defer to Michael to kind of list those briefly.

TRANSPORTATION ENGINEER LLOYD – Good evening again; Michael Lloyd with Transportation Engineering. Based on the Traffic Study that was conducted for this project, the project applicant would be required to install a traffic signal at Redlands Boulevard and the State Route 60 westbound ramp. They would also be required to install a traffic signal at Redlands Boulevard and Eucalyptus Avenue. The applicant would be required to construct an additional southbound auxiliary lane along Redlands Boulevard between State Route 60 eastbound ramp down to Eucalyptus Avenue. The applicant would also be required to

improve the intersection of Redlands and Eucalyptus to include turn lanes; that includes a northbound left as well as a southbound right turn lane. The project applicant would also be required to improve the intersection of Redlands Boulevard and State Route 60 eastbound ramp to provide turn lanes. Currently there is a northbound left turn lane. This project would be required to install in the eastbound direction a left turn lane as well as a right turn lane. Currently there is only one lane there, so this would be required to put in an additional turn lane to accommodate the right turning trucks and cars. This project would also be required to install improvements at Redlands and the State Route 60 westbound ramp. I don't recall off the top of my head and I apologize what turn lanes are out there currently today, but I believe there is a northbound through lane; a southbound through lane and this project would be required to construct a northbound right turn lane again to accommodate traffic from south of freeway turning onto the ramp and those are the specific improvements that this project would be required to construct.

PLANNING OFFICIAL TERELL – And those would be similar but not the same as the improvement that Highland Fairview is doing on Theodore.

COMMISSIONER VAN NATTA – Uh huh, so that is in anticipation of a great number of trucks going up and down on Redlands which still doesn't address the fact of what about people going in private cars north and south of the freeway. That still doesn't leave us a safe and easy way to get across without being subject to additional traffic there, but okay I see…

PLANNING OFFICIAL TERELL – There will be additional traffic and there will be truck traffic, so I think the Traffic Study shows that it would meet the standards for the City of Moreno Valley for its General Plan, but again it is obviously going to be more traffic than is there today and trucks that are not there today.

COMMISSIONER VAN NATTA – But what is difficult is gauging the amount of traffic because we were able to take a look at and you know count how many trucks was Skechers going to use because we knew who the tenant was going to be and what are their plans and when do they run and everything else like that, but this still leaves a lot of questions about that. My other question has to do with the chart that you gave us and you are comparing several different communities here to Moreno Valley, but then when you get down into the Industrial and Business Park zoning who have included a couple of other communities. I just want to make sure John was listening because I had a question.

PLANNING OFFICIAL TERELL – I'm sorry… I was just checking because we were thinking that the Traffic Consultant that prepared the study; obviously Michael reviewed it and is very well versed in the City's standards, but it is our understanding that the Traffic Engineer who prepared the Study that was reviewed by Michael is also here, so if we need him I just wanted to verify that but I'm sorry, your question…

COMMISSIONER VAN NATTA – Okay… yeah but just in response to that, that still is using supposed numbers of maybe and we don't know until we know who the tenant is going to be on that property how it is going to be affected.

PLANNING OFFICIAL TERELL – Right and the reason we do that is because first of all a tenant is not… let me go back. For the Highland Fairview project, the analysis was done the same way as the analysis for this project. The added information was for Skechers as they had more specific information which was lower than what the study indicated, so it was just more information, but the standard; that project was actually reviewed based on the same standard of an average and Skechers identified their truck traffic is lower than the average and whether that changed the decision or not I'm not sure, but the other thing to take into account is once a building is built, we can't assume that the same tenant will be there until the building is torn down or redeveloped, so that's why we have to look at it at this average.

COMMISSIONER VAN NATTA – I understand that when you have somebody in with a 20 year lease or something, at least you know you have some certainty of what is going on for the next 20 years. In looking at your chart here with your Industrial Business Park zoning and the other cities that have been added here and you said there is correlation to employment levels and the amount of Industrial and Business Park zoning in a city, does that mean that Perris with 21.7 percent of Industrial and Business Park zoning as compared to Moreno Valley's with 9 percent has a lower unemployment rate?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER VAN NATTA – I didn't think so

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – We didn't have the work force numbers for those three communities so we didn't include those.

COMMISSIONER VAN NATTA – Because it is my understanding that Perris' unemployment level is just as disastrous as Moreno Valley's and yet they have more than double the amount of Industrial and Business Park zoning within their City, which there again we get back into we don't who the tenant is and it is kind of like if I wanted to rent out a room in my house because I need more money, I'm going to very, very careful who I rent to because I want to protect my children and I want to make sure it is safe and everything like that and knowing who is going to be moving in is kind of a nice thing to know if we have it and in this case we don't have it. All we know is that it is going to increase truck traffic on a street that we as the residents were told before was going to be protected from truck traffic. I guess I'm arguing and I should be just asking questions. Okay that was all I had to know.

COMMISSIONER SALAS – I'm kind of confused. Are we adding a lane to the ramp or are they going to add a lane or are they going to widen the ramp… I mean the bridge over the freeway? Are they widening that?

TRANSPORTATION ENGINEER LLOYD – They would not be conditioned to widen the bridge structure.

COMMISSIONER SALAS – So in other words we're going to add lanes that are going to funnel down to one lane because that is only a one lane going across. Is that correct?

TRANSPORTATION ENGINEER LLOYD – That is correct

COMMISSIONER SALAS – That's not good

COMMISSIONER OWINGS – Just to follow-up to your question, when you say you know if they have been moved out 12 years; a tenant moves out in 10 years, John wouldn't they still be bound by the conditions of approval if they moved in 20 years from now or 30 years and then they'd be right back here asking us to amend those conditions, so it's not really an accurate analogy is it?

PLANNING OFFICIAL TERELL – As long as they can continue to meet the conditions of approval and typically the environmental is done for this broader range of possibilities and not just a specific tenant. That was my point.

COMMISSIONER OWINGS – If Big 5 went out of business tomorrow in their distribution center across from our dealership, any potential tenant would be bound by any of the conditions of approval for that project and they would have to come here or to the Planning Commission in Riverside to seek changes to it, so it's not like it's open season when someone moves out.

PLANNING OFFICIAL TERELL – No, they still have to comply with the conditions of approval and again the conditions of approval, other than special conditions that might have been added are based on the averages. They are not based the specific tenant.

COMMISSIONER OWINGS – So and then on these Industrial Business Park zoning statistics we really probably should have a breakdown between the Industrial and the Business Park portion of it; right, the large buildings versus the small buildings for each of those cities before we can make any real beginning of any kind of analysis as to which one of those types of businesses produces the most business. Now I understand now that the current business climate says you know the bigger buildings are more in favor than the smaller buildings, but there is no real correlation between the size of the building and jobs created are there?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – There is not and cities will differ in terms of what they classify as a Business Park. Not every city is unique to what Moreno Valley does where they require that 50,000 square feet or smaller. There are a lot of communities that would have Business Park zoning that would require a larger building.

COMMISSIONER OWINGS – You know I just, if by manner of just reminding everybody the definition of average; it is the best of the worse and worst of the best, so depending on where you fit in on that average, it could be good or it could be bad, so that is just more of a comment.

VICE CHAIR BAKER – Okay, is there anyone else for comments to the Staff?

COMMISSIONER OWINGS – I do have one. I hate to belabor it but intellectual honesty demands me to ask you this question. Paul Claxton writes and he says I can hardly wait for 200 semi trucks an hour to roll down the 60 Freeway, Ironwood and other streets creating the noise and the pollution. That is not a factual statement is it?

PLANNING OFFICIAL TERELL – That is related to the Skechers warehouse, right; the comment…

COMMISSIONER OWINGS – Well right, but even that… is that factual?

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – It is not factual, so what would that actual number be?

PLANNING OFFICIAL TERELL – Something less than 200… There was a number there and I thought it was something of over a little over a thousand was the average… kind of the… It wasn't related to the specific… I believe with Skechers it was a very low number because they knew exactly how many trucks that would be coming in and out of there…

COMMISSIONER OWINGS – And they certainly wouldn't be on Ironwood would they?

PLANNING OFFICIAL TERELL – No, Ironwood is not a truck route is it?

TRANSPORTATION ENGINEER LLOYD – That is correct. Ironwood in this particular area is not a truck route and so they would be prohibited from using Ironwood.

COMMISSIONER OWINGS – Well he goes onto say this warehouse hasn't created a single job in the City. That's not true either is it?

PLANNING OFFICIAL TERELL – Well it has created construction jobs certainly already.

COMMISSIONER OWINGS – Alright… Well I just think everybody should be honest in their comments.

VICE CHAIR BAKER – Okay, moving on. Does anyone else want to comment? At this point I think we'd like to bring the Applicant forward. Would you please state your name and address for the record.

APPLICANT RICE – Sure my name is Dennis Rice and I reside at 201 Covina, Long Beach, California. I'm with Ridge Property Trust and we're the developer of the proposed project which we call West Ridge Commerce Center. By way of background, Ridge Property Trust is a private real estate investment trust. It was mentioned earlier that we are a national company. We are headquartered in Chicago. We have an office here in Southern California, one in Dallas, Texas and one in Monterey, Mexico and we've done some other work in the City of Moreno Valley and also here in the East Inland Empire. Specifically we have developed about half of the Centerpoint Business Park Project across the street here, which is bounded by Frederick to the west; Cactus to the south; Alessandro to the north and Heacock to the east there. We've built five buildings totaling about 1.85 million square feet. They are all 100 percent leased right now and we have about six more buildings to build there, totaling about just under 1.2 million square feet and that will finish out that project. It is 162 acres. We also have a building down in Perris that we developed. It was 1,310,000 square feet and that was leased out to Hanes Brands and we have room down there to do about another 2.6 million square feet in addition to the building that we're proposing today of 937,000 square feet.

One thing I'd like to point out with the Hanes Brands because we have talked about truck traffic and averages and the best of the worst and the worst of the best, is Hanes again is 1,310,000 square feet. They have and depending on their season; right now they are in their back to school season. They employ between 800 and 900 people in that facility. They average throughout the year 25 inbound trucks and they average 40 trucks per day that are outbound, so a total of about 65 trucks per day on average, which kind of goes to some degree with what Mr. Owings was saying with the Big 5 facility over there near the Raceway Ford Dealership. Before I go any further, I'd like to thank the City Staff; especially Jeff and John. We've worked really hard on this project to get it to this point. Also, I appreciate all the input of the other Planning groups and all the different departments within Public Works, Parks and Community Services and the Police and Fire folks. We've owned this property now for a little over 4 years. We bought it in March of 2007.
One thing I would like to talk a little bit more about the project. I think Jeff did a great job of explaining all the particulars about the project, but one thing we did

and I believe you may have gotten this package from me is we did a Community Outreach Program that we started about a year ago in June of 2010 and what we did with that program is we mailed about 20,000 project brochures to the residents on the east side. It was a four page color brochure that had a tear away card that people could mail back in and what we got out of that was about 154 responses out of the 20,000. Six of those went undecided; 29 were in opposition of the project and 119 were in support of the project. Back in October of 2010 we hosted a project Open House at our Centerpoint Project where we invited all the people that replied to the cards, various community leaders within the City of Moreno Valley and also the different Moreno Valley Chamber of Commerce's and back then in November we did a promotion to make the community aware of the Public Hearing/Public Information Meeting that was going to take place on December 2nd and also on November 13th and December 11th, we walked door to door on that east end of town and handed out about 800 project brochures on this particular project here and engage with people and answered any questions that they might have with regards to the project within the packages all the response cards that we got in the mail and again some were in opposition and some were in favor and there were some good comments and we have a project website that people can go and refer to.

We have a link to the Draft EIR and also the Final EIR. We also have a 1-800 number they can call and can leave a message and we get back to them and try to answer any questions they may have or discuss any issues that they have. With that we've got our team here that put together the EIR; Ross Geller and Charlie Wray with Applied Planning and are here to answer any questions and also we've got Eric Affith(?) with Urban Crossroads to answer any questions with regards to the Traffic Study that was done.

COMMISSIONER OWINGS – Mr. Chairman may I ask a few questions?

VICE CHAIR BAKER – Yes

COMMISSIONER OWINGS – Mr. Rice my name is Tom Owings; welcome.

APPLICANT RICE – Thank you

COMMISSIONER OWINGS – You know my view of this job is I don't have a dog in the hunt. I am not on anyone's payroll except my own and I feel that our job as Commissioners is just to make sure that everybody in the audience has their questions answered that they would ask if they were sitting here, so I hope you will take my questions in that spirit.

APPLICANT RICE – Sure

COMMISSIONER OWINGS – This is a very impressive book and in fair disclosure/ full disclosure I live on Canterbury Downs Way, which is not within

300 feet of your project, but I do live within a close proximity to it, so I did get one of these beautiful folders that you sent; questionnaires. I looked it over from head to toe and I couldn't find anywhere in here where you said how large this building was going to be in this brochure. There is nowhere in this brochure does it say it's a million square feet and now I do have to tell you that I've had two cataracts repaired since then or prior to that so I have may have missed it, but I don't see it and I just wondered why it wasn't mentioned when you got the public response.

APPLICANT RICE – Yeah, I don't know the answer to that Commissioner. I believe there were references to the website where you could gather that information.

COMMISSIONER OWINGS – Well you know the question just is begging you know if it is going to create a lot of jobs and have all the positive attributes or things to the community that are attributed by the size of it, that we would mention the size, but that is okay. So then the other thing that I noticed in it was that there were like 19 people who said they were against your project and they basically talked about traffic congestion. You know there were a few vague illusions to you know livability of the neighborhood but really I just don't know, I can't put a finger on what that is… Traffic we all know; pollution we all know and congestion around it by trucks, we all know, so of the people that said that they in favor of it, other than the fact that they didn't realize it was a million square feet. I didn't see a lot of comments about it. There were a few that said jobs, so I wondered if you could address how many jobs will be brought to the community as a result of it, since we don't even know who is going occupy it.

APPLICANT RICE – That is a great question. I don't know the number of jobs. All I can tell you is…

COMMISSIONER OWINGS – Okay, but you do allude to it in your brochure as 300.

APPLICANT RICE – That is based on the number of parking stalls that are available

COMMISSIONER OWINGS – The parking stalls respectfully don't equate to jobs.

APPLICANT RICE – True

COMMISSIONER OWINGS – Especially in the days where they stress so much carpooling

APPLICANT RICE – Right and I'll give you an example of that down in Perris at the Hanes Brand building, they have 800 to 900 jobs. We have 375 stalls associated with that building.

COMMISSIONER OWINGS – But there again, those are all estimates. You say to the Planning Staff that we are going to have 300 jobs and they tell you how many parking spots you need.

APPLICANT RICE – No, I think that is based on…

COMMISSIONER OWINGS – Well it is based on a Code

PLANNING OFFICIAL TERELL – It is based on the square footage of the building

COMMISSIONER OWINGS – Right, so it is a formula

APPLICANT RICE – Right

COMMISSIONER OWINGS – It doesn't necessarily equate to jobs

APPLICANT RICE – You could have more or you could have less

COMMISSIONER OWINGS – So what I'm asking you is you know it doesn't that that 300 number in this brochure really equates to anything except parking spaces. Is that a fair analysis?

APPLICANT RICE – I guess so, yes

COMMISSIONER OWINGS – And another thing I noticed is that a hundred and something people that said they were in favor of the project, many of them didn't say what zip code they were in and there were a lot of different streets. Was any attempt made on your part on your behalf to determine how many of the people in favor of this project were really living within proximity to the building?

APPLICANT RICE – No, we did not do that

COMMISSIONER OWINGS – So there could be people that aren't even in the same zip code responding that they are support of it. Is that an accurate statement?

APPLICANT RICE – It could be accurate. We could give you a copy of the mailing list if you'd like

COMMISSIONER OWINGS – Well I understand it, but that's a lot of time for me to get a map out and find out where all these people are. I'm just asking did you make any attempt to determine the proximity.

APPLICANT RICE – No we did not

COMMISSIONER OWINGS – So there could be people who are saying they are in favor of it that live on the other end of town.

APPLICANT RICE – Well the mailing list was pretty much directed to the east end of town.

COMMISSIONER OWINGS – Okay, but I noticed there is one in here for 95551 and it would seem that this building is in 95555, which is the largest zip code in the city.

APPLICANT RICE – Okay

COMMISSIONER OWINGS – So my point is there obviously were people who were mailed this survey… I'm not trying to be argumentative; I'm trying to figure how much weight I should give this survey.

APPLICANT RICE – What I think I'll do is I'll get you a copy of the list and…

COMMISSIONER OWINGS – No, I'm asking you to tell me now.

APPLICANT RICE – I don't have that information with me here…

COMMISSIONER OWINGS – The question is simple. Let me finish the question and then you can answer it. There is a possibility that people said they were in favor of this that do not in close proximity to the building. Is that a correct statement?

APPLICANT RICE – If you say it is, then I'll agree with you.

COMMISSIONER OWINGS – I'm asking you. You did the study.

APPLICANT RICE – We mailed it out to 20,000 people Commissioner…

COMMISSIONER OWINGS – So a fair response is would be you don't know
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APPLICANT RICE – I don't know and what I'll do…

COMMISSIONER OWINGS – I can accept I don't know

APPLICANT RICE – Okay, what I'll do is I'll go back and we'll pull those cards and we'll map those 119 people were.

COMMISSIONER OWINGS – So you mentioned Hanes… I like your example of Hanes, but that is not the tenant here, right?

APPLICANT RICE – That's correct

COMMISSIONER OWINGS – Okay, so their usage really might not relate to the potential use/potential tenant here.

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – So have you ever signed as a developer; have you ever signed a lease for the development of a large building and then gone to the City and sought entitlements?

APPLICANT RICE – No, because I don't think I could build the building without…

COMMISSIONER OWINGS – Well you sign the lease conditioned on entitlements, right? Have you ever done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – Okay, so that is not a practice among builders of large buildings?

APPLICANT RICE – No and I don't think there is really any tenants in the market that would ever sign a lease conditioned on entitlements because there is no guarantee that they are going to be able to get that building.

COMMISSIONER OWINGS – Are you familiar with Skechers?

APPLICANT RICE – Sure

COMMISSIONER OWINGS – Did they sign a lease prior to having all their entitlements?

APPLICANT RICE – I don't know
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COMMISSIONER OWINGS – I think they did. John do you know?

PLANNING OFFICIAL TERELL – Well that was what…that was said and…

COMMISSIONER OWINGS – So to the best of your knowledge Skechers signed a lease prior to having its entitlements?

PLANNING OFFICIAL TERELL – Yeah, but I will say that is very unusual

COMMISSIONER OWINGS – That's unusual, but that's what happened, right?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER OWINGS – Okay, but you have never done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – So it would make it more difficult to get somebody to sign on without entitlements?

APPLICANT RICE – It would. If you weren't able to get the entitlements they obviously would want a right to cancel the lease

COMMISSIONER OWINGS – But right; I agree with that. That would be obvious. My point is this; you know this is kind of a pig in a poke to us and it would sure… and I'd probably vote for it in a nanosecond if I knew who was going in there and the City had some way of really having a better estimate of all the impact that it could have to the City and the residents around and so you know I'm just trying to get to that point to I can vote for your project, so I'm just wondering could we or how uncomfortable you'd be to say come back to us after you've had a tenant in mind or even…

APPLICANT RICE – And then seek entitlements then…

COMMISSIONER OWINGS – Well seek the zoning change, yes

APPLICANT RICE – Um, I think it would be very difficult because there are other opportunities for those tenants to do those build to suits with a guarantee that they can get that building and there is obviously a lot involved planning wise for a user of that size to know that they are guaranteed a building there or not.

COMMISSIONER OWINGS – Would you have any objections to my earlier comments to making the building consistent to the Skechers building architecturally?

APPLICANT RICE – I think like you said, the beauty is in the eye of the beholder and I think this building is just as good or if not better than the Skechers building.

COMMISSIONER OWINGS – Well in terms of the standard of construction, would you say it is going to be the same standard of construction?

APPLICANT RICE – What is standard of construction mean?

COMMISSIONER OWINGS – Well the level of construction; excuse me; wrong term. Would it be the same level of…?

APPLICANT RICE – Yes, it will be a concrete tilt-up; extensive amount of glass. It has got a lot of that metal that you see on the Skechers building around the square windows.

COMMISSIONER OWINGS – Yeah but, okay, but it does look totally different than the Skechers building to me. Would you have an objection to a condition that would require you to make it more consistent with the Skechers building?

APPLICANT RICE – I think I would, yeah

COMMISSIONER OWINGS – Fair enough

APPLICANT RICE – Skechers is Skechers and we don't want to be like Skechers and we don't want to be like Highland Fairview. We want to have our own identity and I think it is better for the City too.

COMMISSIONER OWINGS – Well you know it seems to me that you are going to want people to move or whatever tenant comes into that particular building is going to want people to live where they work, right?

APPLICANT RICE – Yes

COMMISSIONER OWINGS – So we have to have an eye to protecting the visual impact that this building will have in the very area in which we're going to ask these people to live. Would you agree with that?

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – You know, initially when Skechers opens, it is my understanding that most of the people that will be employed there probably still live in Ontario, so it is our job as a City to seek those people to come over here and live here so that there being here means something; taxes; spending their money here; etc, etc., so it would seem to me that we don't want to have an eyesore from one end of the 60 freeway to the other of these large buildings that all look alike, so I'm hard pressed to understand while consistency in architectural design is so objectionable, but with that I'll just pass it on to the other Commissioners.

COMMISSIONER VAN NATTA – I had a little time on my hands while I was watching Dancing with the Stars the other night and I went through a couple of pages of the comments, just where you had the addresses and stuff of the people and I did mark down on a map. I used red for the people who were against it and green for the people who said yes they would like it and I know you probably can't see too much of that here and this isn't all of them by any means, but it might not surprise you to know that the closer they were to the project and the more rural or larger the properties that they lived in, the more likely they were

to say they did not want the project there and that most of the responses that said yes they liked the project were clear down along the south side of town along LaSalle, south of Iris; some of them over in the 92551 area and so it seems like those that are most impacted with the project and have the biggest objection to the traffic and everything else like that were the ones that were closer, so just kind of respond to what you were asking him about that and that does kind of give a feel there, but also I circled in purple on this from your report here when you said that you did door to door in a particular area and with one exception and that was clear down on this side of here, just going through those first couple of pages where there were yeses and no's, all the ones that were within that area that you seem to feel that were most impacted where the ones that said they didn't like the idea of the project there, but that was just to elaborate on what you were talking about where it was. I didn't really have any other questions beyond that except for your hotline and I'm looking at what you gave us on your hotline and the answers that they were allowed to give after name, phone number, email address, their options were yes, undecided and looking for work. There wasn't anything there that said no, so if they did call into the hotline and it is interesting that almost everybody that said yes, also marked the looking for work, which might have impacted their answer yes, but why wouldn't the hotline have an opportunity to say they didn't like it rather than yes or undecided.

APPLICANT RICE – I don't know the answer to that question

COMMISSIONER VAN NATTA – Okay, fair enough, thank you.

VICE CHAIR BAKER – Is there anyone else? Okay, Commissioner Crothers has a quick question?

COMMISSIONER CROTHERS – I just want to thank my fellow Commissioners for bringing up some of the issues that I also have while going over these proposed projects and I just want to thank you for being so efficient and thorough.

VICE CHAIR BAKER – Is there anyone else for questions to the Applicant?

COMMISSIONER OWINGS – You know Mr. Rice I wonder is there anything that we should have asked you that we didn't that you'd like to elaborate on or any of the people that you brought with you that could inform us of the traffic situations beyond or any of the other concerns that you would like to address tonight?

APPLICANT RICE – No I think you did a pretty good job. Nothing comes to mind that I would want to ask you right now. We have put a lot of work into this and I appreciate your consideration. I guess I could ask my team if they have got anything they'd like to contribute.

COMMISSIONER OWINGS – Certainly, with your permission Mr. Chairman

APPLICANT RICE – We'll wait until Public Comments. Okay, thank you

PLANNING OFFICIAL TERELL – Yeah Chair, at this time and I don't know if this might be an appropriate time to take a short break if you like or not before we start the Public Comments. I do know that Commissioner Crothers has to leave to go to work, so…

VICE CHAIR BAKER – That's fine, do we need a…

COMMISSIONER OWINGS – Maybe we should just soldier on

PLANNING OFFICIAL TERELL – That's up to you, but I just wanted to give Commissioner Crothers…

VICE CHAIR BAKER – She is going to work, so if want to keep moving forward, I'm with you on it okay.

PLANNING OFFICIAL TERELL – Obviously we'll have a tape of these minutes, so should a decision not be made tonight you would have an opportunity to review those and still participate.

VICE CHAIR BAKER – Oh do you want to take a break?

COMMISSIONER SALAS – No go ahead

VICE CHAIR BAKER – You're okay… We'll open the Hearing up for Public Comments on Item No. 3.

PLANNING OFFICIAL TERELL – If we can just hold off allowing Commissioner Crothers to leave and then we can start so she is not walking in front of somebody that is speaking.

VICE CHAIR BAKER – Thank you. Okay our first speaker will be Susan Zeitz; excuse me and we do have a three minute limit. Please state your name and address.

PLANNING OFFICIAL TERELL – Yeah unfortunately those are the rules that have been established, so…

SPEAKER ZEITZ – My name is Susan Zeitz and I've lived here since 1984 at 26386 Ironwood Avenue here in Moreno Valley; unfortunately on Ironwood. I'd like to address a few of the things that you guys have been talking about versus my original thing; high schools. The majority of students who go to Valley View come north from the north side come from the north west and that's where the High School needs to be. Putting a High School on site number one or two, but especially number one is like a Cinderella story. They are trying to fit the land to

the project instead of the project to the land. Additional traffic is going to be a nightmare. Two High Schools so close together with more than 3,000 hormonally challenged teenagers is not a good idea.

VICE CHAIR BAKER – Would you address the subject matter here

SPEAKER ZEITZ - I'm getting there.

VICE CHAIR BAKER – Okay you've got three minutes

SPEAKER ZEITZ – You guys covered all this stuff too. Yes you did, I heard High School and I heard all kinds of stuff; traffic; bridges; gas prices over there; the truckers are not going to stick with the freeway routes, they are going to go the shortest route. They are going to be on Ironwood. Any increase on big rig traffic north on Redlands Boulevard is going to be a nightmare for the people who live on the other side of the side hill. There is already a problem and people trying to go around these rigs on Ironwood and on Redlands Boulevard and different places are going to have more head on collisions, so traffic is already bad on Ironwood; it is already bad on Redlands Boulevard. The bridge is a nightmare on Nason trying to get to the High Schools because improvements weren't done when those projects were approved other at Target and all that.

The same thing with Skechers; narrow bridge; wide roads on either side; it is a no-brainer. It is going to be a problem. They already exceed the speed limit on all of that area over there. I don't know why the planners let them put in the buildings before they make all of the improvements. The warehouses on the northeast and southeast are ludicrous, they should be near the freeway interchanges and not on the end of the town where they are going to try to take shortcuts and they are going to impact not only the people immediately there but a lot of other people too.

The State of California requires that every City and County have an adopted General Plan to provide guidance and direction, but it doesn't say they should continuously manipulate it to suit those with monitorial resources beyond the means of most of its citizens. Some of our citizens like us moved into this area because it is largely rural. Some moved into this area because they liked the original General Plan. Everyone can understand a General Plan will change a little over time but not to the extent that our City becomes unrecognizable from the first plan. Every time someone wants a petition to change or amend the General Plan the City Council should first take into consideration the City's original General Plan and not it's most recent predecessor. We purchased our home in 1984 before the incorporation and went to the City meetings and the planning meetings and we liked the way the plan was made, but every time someone comes; every time a developer comes in and waves money in front of you and the City Council, bam, we have an amended General Plan.

Often the only people that are notified are those people within 300 feet. It is ludicrous because what happens in Moreno Valley truly affects every taxpaying citizen and the City is sneaky. I feel that any time there is a petition to change or modify the original and I do mean the first one General Plan that written notice should go out to every taxpaying citizen and not just those within the 300 feet. This buyer; these people; they bought this building for almost 3 million dollars knowing that it's not for what they want. They want to put a warehouse there but they didn't buy it... they bought it knowing it wasn't zoned for that, so they are feeling pretty certain that they are going to come in front of Moreno Valley and they are going to be able to change it. You know if they thought you'd say no, they'd still have spent that money for a piece of property that they can't build a warehouse on; I don't know. The Press Enterprise quotes Darryl Hill who is the Vice President of the Dom Commercial Real Estate services sold the property; it says obviously they wouldn't have purchased this property if Skechers hadn't happened. It is wrong to come into an area of rural homes and farmlands and build something not in keeping with the area. You should have never allowed Skechers.

Don't compound the mistake by allowing more warehouses or commercial properties to ruin the rest of the northeast and southeast end of our Valley. Keep the industry to the east of Perris Boulevard. Stipulate that before pristine land can be plowed under and covered in concrete that the unused or underused commercial areas be utilized first until there just isn't anyplace left to expand. Don't make our valley one continuous gigantic concrete city. Development should be done where it has the least amount of impact both on land and its citizens. Draw the line. Stand your ground. Once pristine land is covered in cement it is gone forever. Preserve what is left of our rural areas of our valley for future generations. I hadn't spoken up about this before because I just found out about it because I live more than 300 feet away and I'm against or any other warehouses being built on the northeast or southeast end of our valley. Thank you for giving me the time.

VICE CHAIR BAKER – You're welcome. Our next Speaker is Deanna Reeder. State your name and address for the record please.

SPEAKER READER – My name is Deanna Reeder and I live in District 3 and I appreciate Mr. Owings and Ms. Van Natta; your questions very much because we need to question the things that we do. Mr. Ramirez, I'm going through these comment cards here and you have a comment card here that you were for the West Ridge Warehouse, which means that you probably should exclude yourself from voting on this because you are not an unbiased party. You are a very biased party. You've already participated in getting it here. Mr. Baker, the last City Council meeting I was at you sat whispering in Mr. Benzeevi's ear through the meeting. I don't think you are very unbiased either. If you are going to be up there making decisions on people projects maybe you should show just a little more discretion on where you hang out and who you hang out with. You should

at least put on an air that you are unbiased about it. Now in case you didn't know Mr. Rice is on the Rancho Belago Economic Council, Board of Directors along with Benzeevi and you know some of his good old boy club and that's fine; it is his project, but you all need to be doing your jobs in representing the people of this City. I believe most of you were appointed because they expected you to vote the way Mr. Benzeevi wants you to vote. Now that might not happen and that's not a bad thing. Like I said I appreciate the questions; surprised as all whatever, but I do appreciate it. I watched… well I send out emails to people and urge them to send out emails or contact or go to meetings or what have you; you have one email that is in there by Mr. Hyatt and I know there was a lot more emails so I'm just wondering where they were at, because most of the people that I contacted that sent emails on, actually explain why.

On the Skechers project; if you read their emails, most of them were weenie jobs. Well you know what, when they built Skechers, they had what a thousand people working there and the unemployment in Moreno Valley went up the entire time. Guess what; what jobs now; didn't happen and the people that are going to work there aren't from Moreno Valley. Now by attrition, eventually some of them will be from Moreno Valley, but jobs now didn't; it is not going to happen; tax base that's not going to happen. That's a pile of crap too. We have a 14 million dollar deficit and Skechers is supposed to contribute 190 thousand dollars a year in economic benefit; so in three years that is 570 thousand dollars. How come we can't get 14 million from them because it is not going to happen? You know what when we say jobs and we say economic benefit, these are empty promises. Please do not approve a speculative building. I mean even the ones that aren't speculative aren't giving us what they said they were. It obstructs the view more than they said. It is not going to have the landscaping they promised. You try to get out of the other stuff and… Mr. Rice I approve of the things that you put in District 4 just so everybody knows where I live at. Through my backyard I look at a big blue Walgreen's building. Now Skechers was put where it was supposed to be I would be looking at it every day. I don't look at it every day because it is not where is supposed to be. Now if this building was put where it is supposed to be I would be looking at this, so you know these people that tell me this nimbi crap; that's crap because if you put it where it is supposed to be I would be looking at it from my backyard and I don't have a problem doing that because that is where it is supposed to go, so the next person that tells me nimbi, you can do whatever with it; I'm not going to say it but you get the idea, so that is not the case.

Things are planned. You need to put things where are they are planned. You need to approve them where they are planned. Mr. Benzeevi bought his approval and just like in San Bernardino, eventually I'm he is going to pay for it. In fact I'm very sure eventually he is going to pay for it. But you know what, it has been what six years since what they did in San Bernardino happened and are just now getting indicted. Things take time; but don't worry, it will happen. Please don't let him buy an approval and then start getting other warehouses where they don't belong. This warehouse does not belong there and just like I

told Mr. Benzeevi and I did. I said if you put the warehouse where it supposed to go I will support it. I did. I offered to support the Skechers if it where it was supposed to go and I am not anti-warehouses. Now if Mr. Rice will put the building where it should go, I will support it. I will not support over there and I will ask that you listen to the citizens of the City; not the 500 that Mr. Benzeevi paid to show up in buses, but the actual people that live here. Thank you.

VICE CHAIR BAKER – Thank you. The next Speaker we have is Alisha Zeitz. Please state your name for the record and your address.

SPEAKER ZEITZ – Hello my name is Alisha Zeitz and I live at 26386 Ironwood Avenue. I am the face of the youth who will need a future job. I will need to apply to College and jobs in the next year, so if this Skechers building is bringing in 1,100 jobs that are mostly technology based, how am I or any of my 3,000 plus piers going to get a job with this expertise at Skechers. I begin with this question. It has been brought to my family's attention that the City of Moreno Valley City Council per their City of Moreno Valley Deficit Elimination Plan has removed funding from our Moreno Beach Fire Station 58 at Eucalyptus Avenue and Moreno Beach Drive in the Auto Center across from Walmart. This cut eliminates 8 sworn firefighters and truck 58; our City's only paramedic truck company. Calls will be assigned to the remaining stations in the City which they expect will drop their response time to 60 percent efficiency, which can be the difference between life and death. Yet you propose adding more industry which increases the change of industrial accidents where those services will be needed the most and increase the number of big rigs coming and going in and out of our valley, which increases the unfortunate, but likely chance of negative interaction between those tens of thousands of ton trucks with our family vehicles.

The northeast and the southeast end of the valley will be affected the most because we will now be the furthest from help0. This is another good reason to keep the northeast and southeast areas of our valley rural and not allow further commercial or warehouse industry into this area. Also the City of Moreno Valley is located with the South Coast Air Basin. The basin is a physical unit that due to low wind speeds and prevailing inversion layers retains pollutants for substantial periods. This slow dispersal of pollutants results in high concentrations of primary pollutants including carbon monoxide. The basin also supports the formation of the ozone. The atmospheric haze created by the presence of these pollutants is known as smog. Adding more industry to the northeast and southeast end of the valley will further pollute our homes. Please don't change the zoning to allow more warehouses. Let's retain rural areas of our valley. Thank you.

VICE CHAIR BAKER – Thank you. As it sits here I have no more Speaker Slips for this item, so I'm going to close the Public Hearing.

PLANNING OFFICIAL TERELL – At this time I think if you could leave the Public Hearing open and call the Applicant back.

VICE CHAIR BAKER – Okay, sorry about that. We'll open the Public Hearing up and let's do that. Mr. Rice do you want to come forward and rebuttal some of those comments.

APPLICANT RICE- Yeah I think just a couple of clarifications. Susan had mentioned purchasing the property for 3 million dollars. That wasn't our particular site; the site immediately east of us between our east boundary and Redlands was sold; my understanding in reading a newspaper article less than 30 days ago and I believe the price was 2 or 3 million dollars or so. It wasn't our site and then Ms. Reeder had mentioned something about me being on the Board with Iddo; on a Rancho Belago Board, which I have no idea what she is talking about because I'm on no Board for Rancho Belago.

VICE CHAIR BAKER – Okay, thank you

APPLICANT RICE – You bet

PLANNING OFFICIAL TERELL – So are you going to close the Public Hearing?

VICE CHAIR BAKER – Yeah, I'll close that.

PLANNING OFFICIAL TERELL - I wanted to kind of have the City Attorney comment on one of the comments that was made.

DEPUTY CITY ATTORNEY BRYANT – One of the comments supposed that a Commissioner may have pre-judged the item. I just wanted to remind the Commissioners that if anybody has pre-judged an item before the finding, they might want to recuse themself from making a decision if they have pre-judged it. Perhaps more facts have come out but as long as you can keep an open mind and think you can go ahead and make a decision on the item.

COMMISSIONER OWINGS – I think it is important to note that he wrote that card before he was a member of the Planning Commission. So are we into…

VICE CHAIR BAKER – So what we do next is we are into Commissioner's Debate over the project.

COMMISSIONER OWINGS – Mr. Chairman or Mr. Commissioner could I… I'm probably going to hate myself for these comments but… I would like to first all say that I trust every person at this dais. I trust your motives and the people who are against this project or any project who use ad hominem attacks to discredit a project really are hurting themselves and I think that this City will never get to a point where it will grow in a positive way if we don't stop all of this; this non-fact

base of personal attacks. Whether or not Iddo Benzeevi is a good person or a bad person, he has certain rights in this City and they should be obeyed or they should be respected. Every person in this room has certain rights that need to be respected by Mr. Benzeevi and everybody else and we need to live by those rules, so I would really just encourage everyone and I know this is going to fall on deaf ears, but we need to stop this.

There is not a single person involved in this Planning Commission that has dishonorable motives and if they do you know it is not our place to judge them. Let their votes and their comments stand for that, so I apologize to you and I know that today I didn't receive any but I know that next week I might, so I would just hope that we could all restrain ourselves from those types of attacks and especially to you Mr. Rice and I apologize for myself. In terms of the question that is before us, you know I believe that I heard everything that was said by the people who were here speaking.

I do believe that markets change and I think that these folks bought this property with the intent to do something with it that was consistent with the current zoning and I think that the market no one could foresee 2009 and the market changed and so now they want to do something different with it and unlike the earlier situation, this is not a contractual agreement, this is a matter of property rights, so I agree that they have the right to ask for this and I happen to agree that under certain circumstances it should probably be granted, but I personally cannot vote for the project until I know who the tenant is and I especially can't vote for it when there is 40,000 square feet or 40 million square feet of potential space somewhere else or within eyeshot of the building, so until we know who is there, I feel that it is impossible to judge the exact impact to the community and therefore

I will vote no, but I will tell you this Mr. Rice, if you bring a tenant here and can bring this thing down to more manageable numbers and be more persuasive about actual jobs and impacts to the area you'd have my vote in two seconds and that is the situation that I find myself in tonight and I appreciate everybody listening.

COMMISSIONER RAMIREZ – I just want to address what was mentioned about me earlier. Again as Commissioners we take this obligation as a privilege to serve the people. We are here to provide a non-biased, but yet intelligent perspective opinion on what is presented to us. The future of our community is basically our responsibility; our State. Wherever we build today is going to be here well after we are gone; it is going to be for our kids; for our future, so having said that I am going to say clearly I am here to vote against this and the reason why is because the traffic situation on Redlands Boulevard jeopardizes the security of everyone there. I believe the future of our community if we are to develop in an economic and industrial way, we have to do it in an efficient, logistical manner. I think Theodore Boulevard is the ideal location to route traffic in and out of the City. I think we should protect our citizens, especially those that

live off of Redlands north and south of the freeway, so the concern that I have also is that I agree with Commissioner Owings is that it is hard for us to say yes; let's go ahead and vote for this when we don't have a tenant that will bring jobs. It is all speculative. You know the other projects that they have south of the City; those have tenants already. I would like to see a tenant that will come into our community that would be basically at the cutting edge of the economic industry; basically like Skechers in other words; a tenant that is willing to be here for the long haul that is committed to help this community prosper and thrive. That's all I have to say. Thank you.

COMMISSIONER VAN NATTA – I don't think that we can always expect that when somebody is building an industrial building that they are going to know who in advance who the tenant is going to be and I think that is an unrealistic expectation and usually isn't going to happen. They may have some perspective tenants but it not going to be that often that somebody does a project of this size that's build to suit like the Highland Fairview project did for the Skechers tenant, but my objection to this project has to do with fact that it was very, very clear when Highland Fairview was putting their application in for their huge building in on the east end of town that that was a major paradigm shift for a lot of people; that that was not what a lot of people saw that was going to happen on that end of town and even though it may end up being the best thing for the City it was only approved after a lot of people were convinced that it was going to be pretty much curtailed to that area from Redlands east and that it wasn't going to increase truck traffic coming through the residential area there along Redlands and that future development of this type was going to be encouraged to be other high end tenants like the Skechers project and that that was the only way that we could tolerate that kind of development on the east end of town, was if it was upscale; if it was somewhat contained and so forth. This project is lovely as a warehouse as it is, looks just the same as the other big box warehouses that are in other areas of town. I don't think it reflects the level of or the type of building that we want to see on the east end of town, but more than that it puts truck traffic onto Redlands Boulevard and for no other reason than that I would vote against this project just because of the impact that it is going to have on the residents of that area and their somewhat semi-rural even though much less rural than it used to lifestyle.

COMMISSIONER SALAS – I like the project. I like idea of the project. I agree with Barry on that we need it, but again the only thing that I don't like about this project is traffic. If Mr. Rice would come to me and tell me that they are going to improve the off-ramp and widen it when we could actually have a car and a truck going at the same time both directions, because it is going to be another Nason and the 60 freeway there. It is just going to be backed up. The cars are going to be backed up. There is going to be a stop sign there or a light or whatever is going to be there. It is going to be horrible. The traffic is going to be backed up forever. That is where everybody goes to San Timoteo to get out of town to go to

Redlands and stuff, so that's what is going to keep me from supporting this project. Thank you.

VICE CHAIR BAKER – No they leave it to me. You know this is a double-edged sword here. We need to get some community development going here and you can't do it without putting… and the problem we've got here in Moreno Valley in the proportion of roof-tops to commercial property is way out of whack and I don't know how to get it back. I mean we've got to get some commercial property in this town and no one wants it in their area. I mean you know obviously these fellows own the land and they say go to the south. Well they don't own the land in the south part of Moreno Valley or they don't own the property out there by Gilman Springs or Theodore, so I don't know. It seems like to me and this is just me talking, we're really stymieing ourselves here and I understand all the traffic problems; the smog and everything you are considering but somewhere we are going to have to bite the bullet and go forward with this. Obviously I'm probably in the minority here. I don't whether we ought to vote on this. We've got two Commissioners absent. This is a big hit here. Looks like right now it is going to fail and John you may give us some guidance on this. Do whatever you like.

PLANNING OFFICIAL TERELL – Well you have the option to continue it if you like so that the other two Commissioners could participate. You also have the ability to continue to ask the Applicant if he would like to continue it, if he would like to provide additional information that might address some of your concerns that came tonight. Based on your comments though, I can count to four and it looks there are four Commissioners that are not in favor of recommending this project and therefore that is a majority.

VICE CHAIR BAKER – Well you know and I don't know if it's proper or not and I don't know how on earth, because I've been in property rentals and stuff, how you can have a spec property and that deal with Skechers was really a strange deal where he had a tenant lined up and lease signed before he even built the building and I don't know, I'd sure like to talk or have Mr. Rice address that if that is even possible. I don't know, is that out of line to bring the Applicant back up?

PLANNING OFFICIAL TERELL – You can do that. I can give you… I'll just let you know should you choose not to recommend this project, by the Code your action is final unless appealed. The options that are available to Ridge Realty are they can choose to appeal this and send it to the City Council. It won't automatically go there.

COMMISSIONER OWINGS – No but given the current makeup of the City Council, they stand a very good chance of success and so you know if I were advising them, that's what I would advise them to do, but I'm not advising them so…

PLANNING OFFICIAL TERELL – Yes, that certainly was the circumstance of Skechers, so I wouldn't say that would happen this time but the options that are available to the Commission are to continue it if you like and I'd say continue it if you'd like more information that you think you would change your decision and if that is not the case then I would suggest you take the action tonight and Ridge Realty has the opportunity to appeal that decision should they choose to do so.

COMMISSIONER OWINGS – Well it seems like let's just do a quick poll. I know that I'm not going to be persuaded to by any new information at this point unless of course it was really earth shattering.

COMMISSIONER VAN NATTA – I can't see anything that would change unless they had some other route of getting on the freeway other than using Redlands and I don't see any way that they are going to be able to do that.

VICE CHAIR BAKER – Let me ask you this. How is this every going to get straightened out there? I mean somebody is going to move in there eventually whether you put 19 buildings in there or you put one big one in.

COMMISSIONER SALAS – That's true too

VICE CHAIR BAKER – I mean you're going to have some traffic there…

COMMISSIONER OWINGS – It is different traffic though and we don't know what it is going to be and that's point. You know if we made exceptions for every zoning change that comes before us on the basis of my God that is the only way we are going to fill that property then we may as well not have zoning laws.

COMMISSIONER VAN NATTA – There might be another use for that that is more palatable. All I know what is being proposed right now is not to me palatable and there might be a better use for the land than a single big warehouse that brings a lot of trucks in and out. Business Park… maybe there isn't a call for Business Park right now. Maybe we'll be asked to consider some other type of zoning change for something else there. That's you know; we just have to look at the project we have before us.

COMMISSIONER OWINGS – You know Mr. Chairman, just back to where we were; John and I both agree that there are probably four votes against three. You know if we wait for next meeting and put it over, they have to wait a whole month and then the vote might be 7 to 4 or 7 to 0, in which case the City Council would be more persuaded to uphold our decision. I think what is best for the Applicant at this time is to just for us to move forward with the four vote Commission. It will come out 4 – 1 and two people not here. That doesn't really give a clear indication of where we are at and City Council is going to do what they are going to do and my guess is they are going to override our recommendation.

VICE CHAIR BAKER – Let me ask you this. In the zoning deal how did you come with 50,000 square feet? That isn't even a Home Depot and I imagine a Target is more. I know it's more than 50,000.

PLANNING OFFICIAL TERELL – It was based on…

VICE CHAIR BAKER – What do you get for 50,000? Is that a Best Buy?

PLANNING OFFICIAL TERELL – Well let me clarify it. The 50,000 square foot limit is not the limit on any building, it's the limit on a warehouse industrial building and as I think has been mentioned, the type of traffic in a large warehouse is different than the traffic in a small warehouse. There is more traffic with smaller buildings. Nineteen smaller buildings would have more traffic but they would have more cars and fewer trucks. The larger the building gets the more trucks you have and fewer passenger vehicles, so the overall traffic is actually less with the larger the building but the truck traffic is higher.

COMMISSIONER SALAS – Okay, so he could come back to us and say I've decided to put 17 buildings there instead and make a Business Park there, right?

PLANNING OFFICIAL TERELL – Under the current zoning and if he did that, pretty much like the tract you had at your last meeting you more or less and I won't say you have to approve it, but your options are less because there is a right to build that size building. The current opportunity; there is not an opportunity to build this building currently without a zone change.

COMMISSIONER SALAS – Okay with that said I'm going to change my mind. I'm going to support the project.

COMMISSIONER OWINGS – So we probably need to just call the question.

PLANNING OFFICIAL TERELL – So I guess somebody needs to make a…

VICE CHAIR BAKER – Okay, let's go for the vote on this and I want to make it clear here that the way that I'm feeling about this no one has bought my vote or twisted my ear. It is just strictly the way I feel on you know on moving Moreno Valley forward. I don't know. I don't totally understand a lot of this, I really don't.

COMMISSIONER OWINGS – You know Mr. Chairman I bet Mr. Rice would agree with me, if we were to vote this project or the zoning change down, there would be a little celebration over at Iddo's headquarters tomorrow, so it is kind of interesting that the supporters of it are so anti-Skechers would really probably be helping that you know by voting it down. We're probably helping Iddo. It is his project because you know we are pushing things over that direction, so with that being said let's call the question.

VICE CHAIR BAKER – Okay let's get to the… we're going to have to have a move and a second on this. Is somebody in a position because you've got quite a bit of stuff here to read off?

PLANNING OFFICIAL TERELL – Okay and I'll kind of give you a little bit of guidance on that. If someone wants to make a recommendation to approve, read what is in the Staff Report. If someone wants to make a recommendation to not recommend; basically for denial, then just make that recommendation of a denial. We'll have to bring back a resolution to you that states; that matches your action at your next meeting; not that Ridge Realty can't appeal it in the meantime, but we'll need a resolution approved by you before we actually go to Council. But you don't need to take all those actions about every single little thing. Basically if you recommend denial of the Zone Change you are precluded from recommending approval of any of the other actions that are before you, so it is just… If I perceive what that might be, it would to deny the Zone Change.

COMMISSIONER OWINGS – Would a simple motion then to just simply say I move to **DENY** the Zone Change be appropriate.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER OWINGS – So moved

COMMISSIONER VAN NATTA – Second

VICE CHAIR BAKER – Okay to the vote; all in favor?

Opposed – 3 (Commissioner Owings, Commissioner Van Natta, Commissioner Ramirez)

Motion carries 3 – 2 – 2, (with 2 Absent – Commissioner Dozier, Commissioner Crothers)

PLANNING OFFICIAL TERELL – So with that the wrap up on that is that this action shall become final unless appealed to the City Council within 15 days.

VICE CHAIR BAKER – Thank you

Westridge Commerce Center
Final Environmental Impact Report

Prepared for:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
City Case # P08-133

Prepared by:

appliedplanning inc

April 2011

ATTACHMENT 10

Item No. E.3

FINAL ENVIRONMENTAL IMPACT REPORT

for the

Westridge Commerce Center Project

State Clearinghouse Number:
2009101008

Prepared for:

The City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
City Case No. P08-133

Prepared by:

Applied Planning, Inc.
5817 Pine Avenue, Suite A
Chino Hills, CA 91709

April 2011

Table of Contents

Section **Page**

1.0 Introduction 1-1
1.1 Overview 1-1
1.2 Content and Format 1-1
1.3 Draft EIR Commentors 1-1
1.4 Point of Contact 1-3
1.5 Project Summary 1-3

2.0 Revisions and Errata Corrections 2-1
2.1 Introduction 2-1
2.2 Text Revisions 2-1
2.3 Revisions to Graphic Illustrations 2-11

3.0 Comments and Responses 3-1
3.1 Introduction 3-1

4.0 Mitigation Monitoring Plan 4-1
4.1 Introduction 4-1
4.2 Mitigation Monitoring and Reporting 4-2

Appendix A: Attachments to Comments and Reponses
Attachment 1: Attachments to Comments Provided by Johnson and Sedlack
Attachment 2: *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions*

List of Tables

Table		Page
1.3-1	Draft EIR Commentors	1-2
3-1	Draft EIR Commentors	3-2
4.2-1	Mitigation Monitoring Plan	4-3

1.0 Introduction

1.0 INTRODUCTION

1.1 OVERVIEW

This document, combined with the Draft Environmental Impact Report (EIR), constitutes the Final EIR for the Westridge Commerce Center Project (Project). The Draft EIR describes existing environmental conditions relevant to the proposal, evaluates the Project's potential environmental effects, and identifies mitigation measures to reduce or avoid the potentially significant impacts. The Draft EIR was circulated for public review and comment from October 21, 2010 through December 6, 2010.

1.2 CONTENT AND FORMAT

Subsequent to this introductory section, Section 2.0 of this document contains corrections and errata to the Draft EIR. Section 3.0 contains copies of each comment letter received on the Draft EIR, along with annotated responses to each comment contained within the letters. The Project Mitigation Monitoring Plan, which includes additional measures developed as a part of this Final EIR, is presented in Section 4.0.

1.3 DRAFT EIR COMMENTORS

A total of twenty-four (24) comment letters were received from various agencies and organizations. Additionally, four comment cards were received at a December 2, 2010 public meeting that was held to discuss the Project. The following Table 1.3-1 identifies the Draft EIR commentors. For reference purposes, comments are numbered and may be referred to by an acronym within the Responses to Comments (Final EIR Section 3.0). These acronyms, along with the dates of correspondence received, are also included in Table 1.3-1. Comments denoted with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not provided responses within Section 3 of this Final EIR. The Lead Agency has, however, attached these late comments and their corresponding responses to the Project staff report.

Table 1.3-1
Draft EIR Commentors

Commentor	Acronym	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

1.4 POINT OF CONTACT

The Lead Agency for this Project is the City of Moreno Valley. Any questions or comments regarding the preparation of this document, its assumptions, or its conclusions, should be referred to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

1.5 PROJECT SUMMARY

The following information is summarized from the Project Description in the Draft EIR. For additional detail in regard to Project characteristics and Project-related improvements, along with analyses of the Project's potential environmental impacts, please refer to Draft EIR Sections 3.0 and 4.0, respectively.

1.5.1 Project Location

The Project site is located southwesterly of the State Route 60/Redlands Boulevard interchange, within the easterly portion of the City of Moreno Valley. The approximately 55-acre site is bounded to the north by State Route 60 (SR-60), to the west by the Quincy Channel, to the south by Fir Avenue (future Eucalyptus Avenue), and by a vacant parcel to the east. The Project's easterly boundary parallels Redlands Boulevard, which is located approximately 700 feet to the east.

1.5.2 Project Overview

The subject of this EIR is the proposed development of the Westridge Commerce Center, which has been initiated by the Project proponent, Ridge Property Trust. Together with supporting improvements, the Project will provide for approximately 937,260 square feet of new light industrial warehouse/distribution uses.

In addition, the Project includes the development of supporting infrastructure, including roadway improvements, all necessary utilities including storm water management detention/retention basins, and paved, on-site parking areas.

1.5.3 Project Objectives

Primary objectives of the Project, as identified by the Project Applicant, are as follows:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

1.5.4 Discretionary Actions

Necessary discretionary actions, permits, and consultations allowing for implementation and operation of the Project will include, but are not limited to, the following.

1.5.4.1 Lead Agency Discretionary Actions and Permits

- **Certification of the EIR (City Case # P08-133).** The proposed development is a Project under CEQA, and may result in significant environmental impacts. Lead Agency certification of the Project EIR is required;

- **A zone change from Business Park to Light Industrial (City Case # PA08-0098).** The proposed zone change will allow for construction and operation of the Project's distribution warehouse uses as configured;

- **Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts],** to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property to ensure the protection of the health, safety and welfare of future residents;

- **Parcel Map Approval (City Case # PA09-0022)** to consolidate and reconfigure existing parcels defining the Project site, and to provide necessary easements and dedications;

- **Development Plan Review (City Case # PA08-0097)** pursuant to City of Moreno Valley Municipal Code Section 9.02.030 [Development Review Process], et al.;

- **Construction, grading, and encroachment permits** allowing implementation of the Project facilities within City of Moreno Valley jurisdictional areas; and

- **Vacation and/or dedication of public rights-of-way and easements** as elements of the proposed parcel map, or independent of the map. Rights-of-way and easements will provide public access, and ensure appropriate alignment of and access to infrastructure and utilities.

1.5.4.2 Responsible and Trustee Agency Discretionary Actions, Permits, and Consultation

- **Permitting and Consultation through the California Department of Fish and Game (CDFG)**, to include:

  - **Lake and Streambed Alteration Agreement (LSA)** addressing potential CDFG jurisdictional area impacts resulting from the Project; and
  - **Consultation** regarding the possible relocation of resident burrowing owls (if burrowing owls are determined to be present on the subject site during required pre-construction surveys).

- **CWA Section 404 and Army Corps of Engineers (ACOE) permitting** will be required for Project activities affecting off-site ACOE jurisdictional areas. CWA Section 404 permitting may also be required should the Project riparian habitat mitigation plan involve or require use of off-site federal jurisdictional areas;

- **Permitting required by/through CWA Section 401 and Santa Ana Regional Water Quality Control Board (SARWQCB)** pursuant to requirements of the National Pollutant Discharge Elimination System (NPDES) Permit;

- **Permitting required by/through the South Coast Air Quality Management District (SCAQMD)** for certain equipment to be temporarily employed within the Project during construction, and/or permanently installed and used over the life of the Project; and

- **Permitting by/through the California Department of Transportation (Caltrans)** for improvements within or that may affect Caltrans rights-of-way.

1.5.4.3 City Development Applications

In support of requested discretionary approvals and permits noted above, development applications submitted by the Project Applicant include:

- **Plot Plan** for a 937,260 square foot warehouse distribution facility;

- **Zone Change** from Business Park to Light Industrial;

- **Tentative Parcel Map** No. 36207 to combine the Project's five parcels into a single parcel; and

- **Application to Amend the City Municipal Code.** The Project Applicant is requesting a Municipal Code text Amendment to Section 9.05.020 B. The requested Amendment would provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

2.0 Revisions and Errata Corrections

2.0 REVISIONS AND ERRATA CORRECTIONS

2.1 INTRODUCTION

Based on the comments received on the Draft EIR (which are provided in full in Section 3.0 of this Final EIR), this Section presents revisions to the text and graphic illustrations of the Draft EIR. For text corrections, additional text is identified by **bold underlined text**, while deletions are indicated by ~~strikeout font~~. All text revisions affecting mitigation measures have been incorporated into the Mitigation Monitoring Plan presented in Section 4.0 of this Final EIR. It should be noted that the revisions and corrections provided here expand and clarify analyses previously provided, and do not constitute substantive new information. Conclusions of the Draft EIR are not affected by these revisions.

2.2 TEXT REVISIONS

2.2.1 Text Revisions to Draft EIR Section 3.0, Project Description

Consistent with the comments provided by Thomas Thornsley, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include notation of screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. **Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls** . . .

2.2.2 Text Revisions to Draft EIR Section 4.3, Air Quality

A typographical error appearing in the first paragraph of Draft EIR Page 4.3-68 is corrected as follows, providing consistency with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

Additionally, in response to correspondence from the South Coast Air Quality Management District and others, the Draft EIR's Air Quality Mitigation Measures are revised as follows.

> *4.3.1* ***Consistent with URBEMIS modeling inputs and to effect*** ~~***The following measures shall be incorporated as***~~ *implementation of* ***SCAQMD*** *Rule 403****, the following measures shall be incorporated****:*

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.*
- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***
- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***
- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.***

~~*4.3.4 Construction contractors shall use only lowpolluting paints and coatings as defined in SCAQMD Rule 1113.*~~

4.3.5~~4~~ Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

4.3.~~6~~5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

4.3.~~7~~6 During Project construction, existing electrical power sources (e.g., power poles) shall be ~~provided for~~ **utilized to** power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.

4.3.~~8~~7 The Applicant shall use ~~Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications~~ **"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be** consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.

4.3.~~9~~8 Grading plans, construction specifications and bid documents shall **also** include ~~notation that off-road construction equipment shall utilize biodiesel fuel (a minimum of B20), except for equipment where the use of biodiesel fuel would void the equipment warranty.~~ **the following notations:**

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**

- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*
- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*

• All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide* ***secure, weather-protected*** *on-site bicycle storage/parking.~~ Bicycle storage parking/quantity and location shall be~~ consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***
  - ***Use of fleet vehicles conforming to 2010 air quality standards or better.***
  - ***Installation of catalytic converters on gasoline-powered equipment.***
  - ***Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;***
  - ***Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;***
  - ***Provision of preferential parking for EV and CNG vehicles;***
  - ***Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;***

- ***Use of electric (instead of diesel or gasoline-powered) yard trucks; and***
- ***Use of SmartWay 1.25 rated trucks.***

2.2.3 Text Revisions to Draft EIR Section 4.5, Water Supply

In response to correspondence from the Eastern Municipal Water District, Mitigation Measure 4.5.3 is revised as follows:

> *4.5.3 The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project****, to be constructed by the Applicant****.*

2.2.4 Text Revisions to Draft EIR Section 4.7, Cultural Resources

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

> *4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/****or*** *record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays****, consistent with the requirements of California Public Resources Code Section 21083.2****. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring.* ***Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, a****~~A~~ll recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and/or record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*

- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

2.2.5 Text Revisions to Draft EIR Section 4.8, Biological Resources

In response to correspondence from the California Department of Fish and Game, Mitigation Measure 4.8.5 is revised as follows:

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan****; and***

- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

2.3 REVISIONS TO GRAPHIC ILLUSTRATIONS

In response to comments received from Gerald M. Budlong, a City of Moreno Valley Environmental and Historical Preservation Board member, several geologic maps, which were used as points of reference in the preparation of the Project Geotechnical Investigation, are incorporated on the following pages as "Plates 1 through 4."

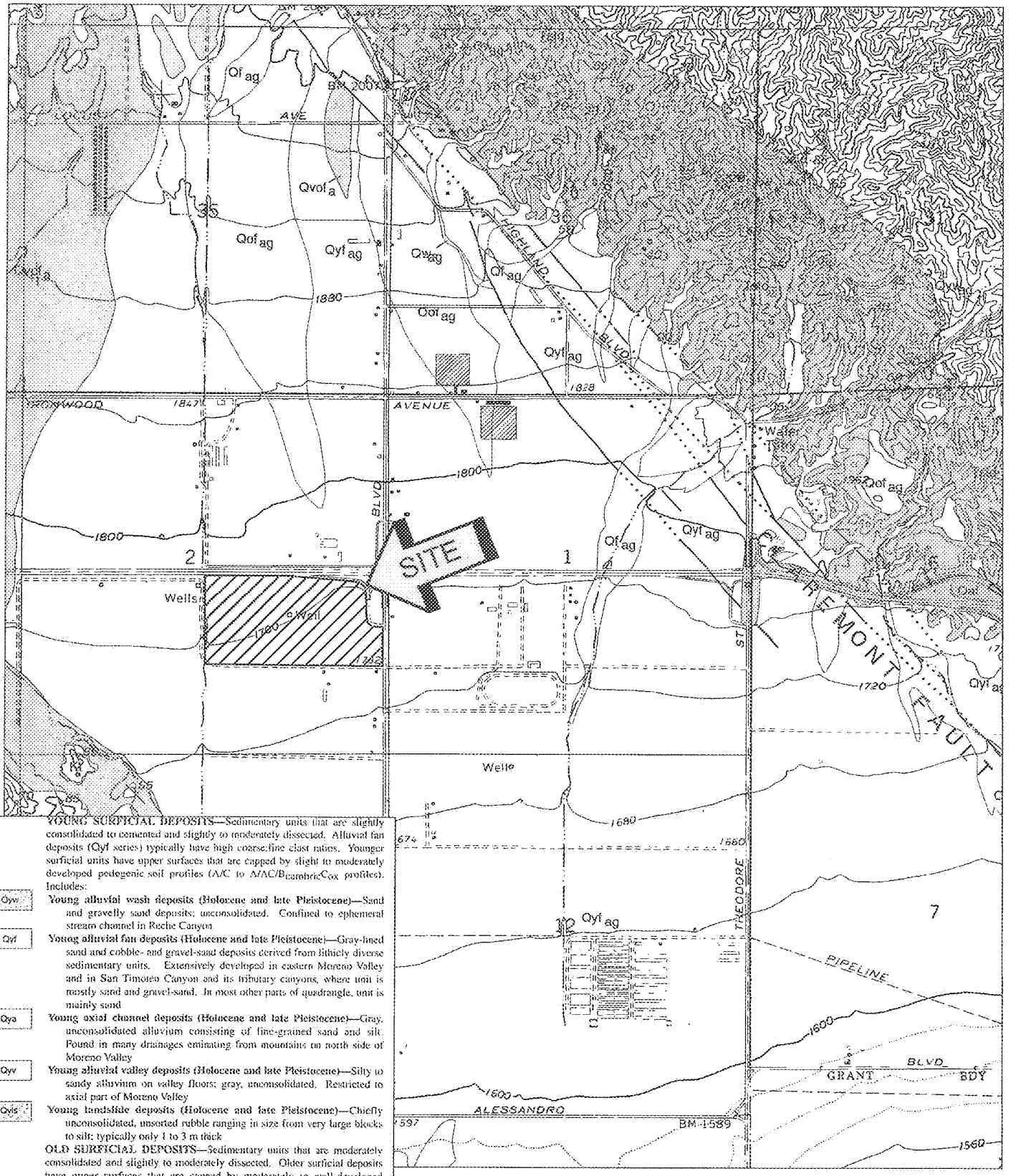

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to $A/AC/B_{cambric}C_{ox}$ profiles). Includes:

Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.

Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.

Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.

Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.

Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils ($A/AB/B/C_{ox}$ profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

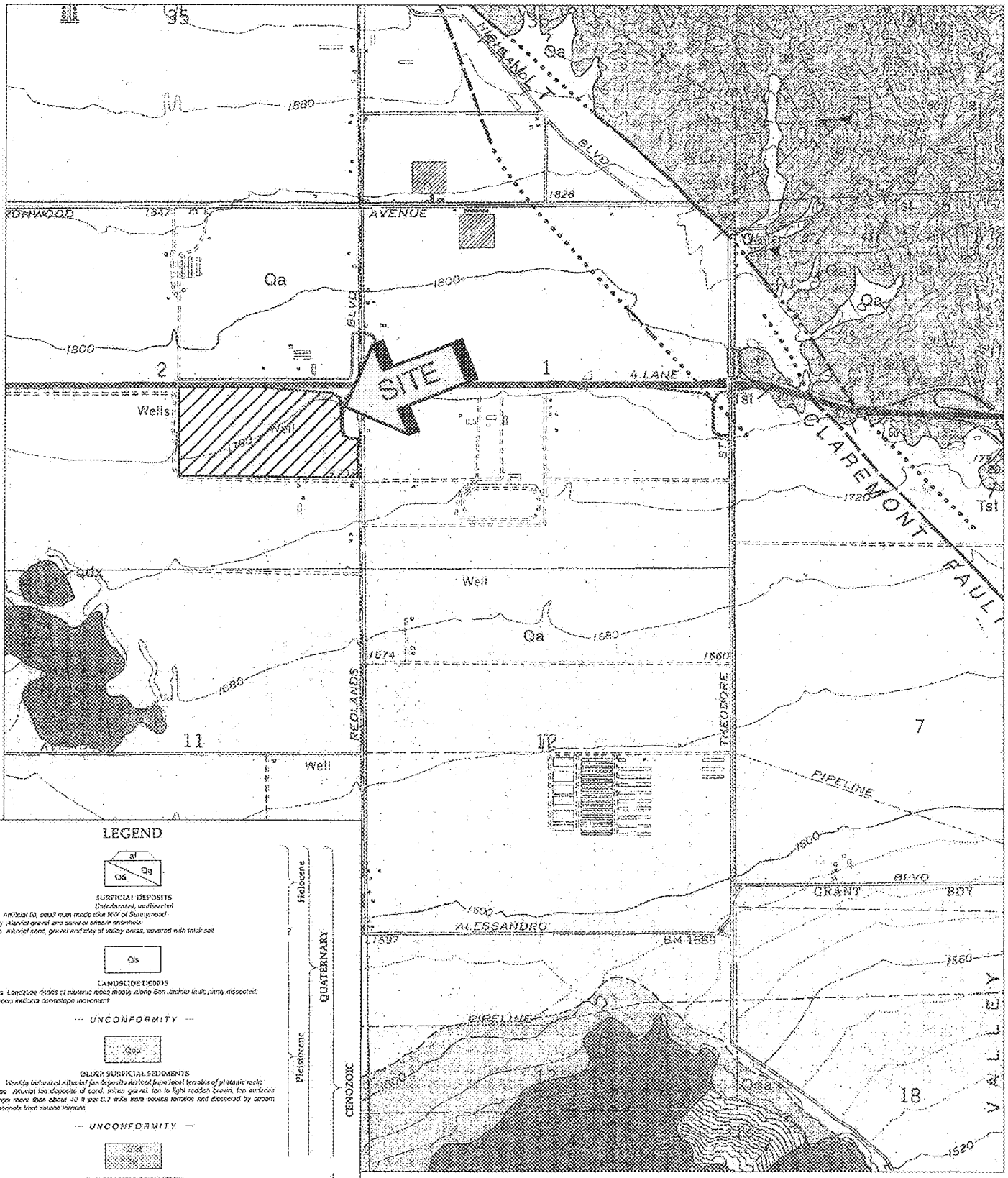

LEGEND

af / Qa / Qg

SURFICIAL DEPOSITS

Unconsolidated, undissected

af Artificial fill, small mass made due NW of Sunnymead

Qg Alluvial gravel and sand of stream channels

Qa Alluvial sand, gravel and clay of valley areas, covered with thick soil

Qls

LANDSLIDE DEBRIS

Qls Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement

— UNCONFORMITY —

Qoa

OLDER SURFICIAL SEDIMENTS

Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:

Qoa Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, fan surfaces slope more than about 40 ft per 0.7 mile from source terraces and dissected by stream channels from source terraces

— UNCONFORMITY —

Qsa / Tst

SAN TIMOTEO FORMATION

(San Timoteo Sole of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1951), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); main part referred to late of Pliocene age (Morton and Miall, 2004)

Qsa Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone, tentatively (?) overlain by Qoa in this quadrangle

Tst Main part (pebble part of Morton and Miall, 2004), lithologically similar to upper part, within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle

Holocene	QUATERNARY	CENOZOIC
Pleistocene	QUATERNARY	CENOZOIC
Pliocene	TERTIARY	CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'

DRAWN: DRK
CHKD: JAS

SCG PROJECT
06G285-2

PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00111360

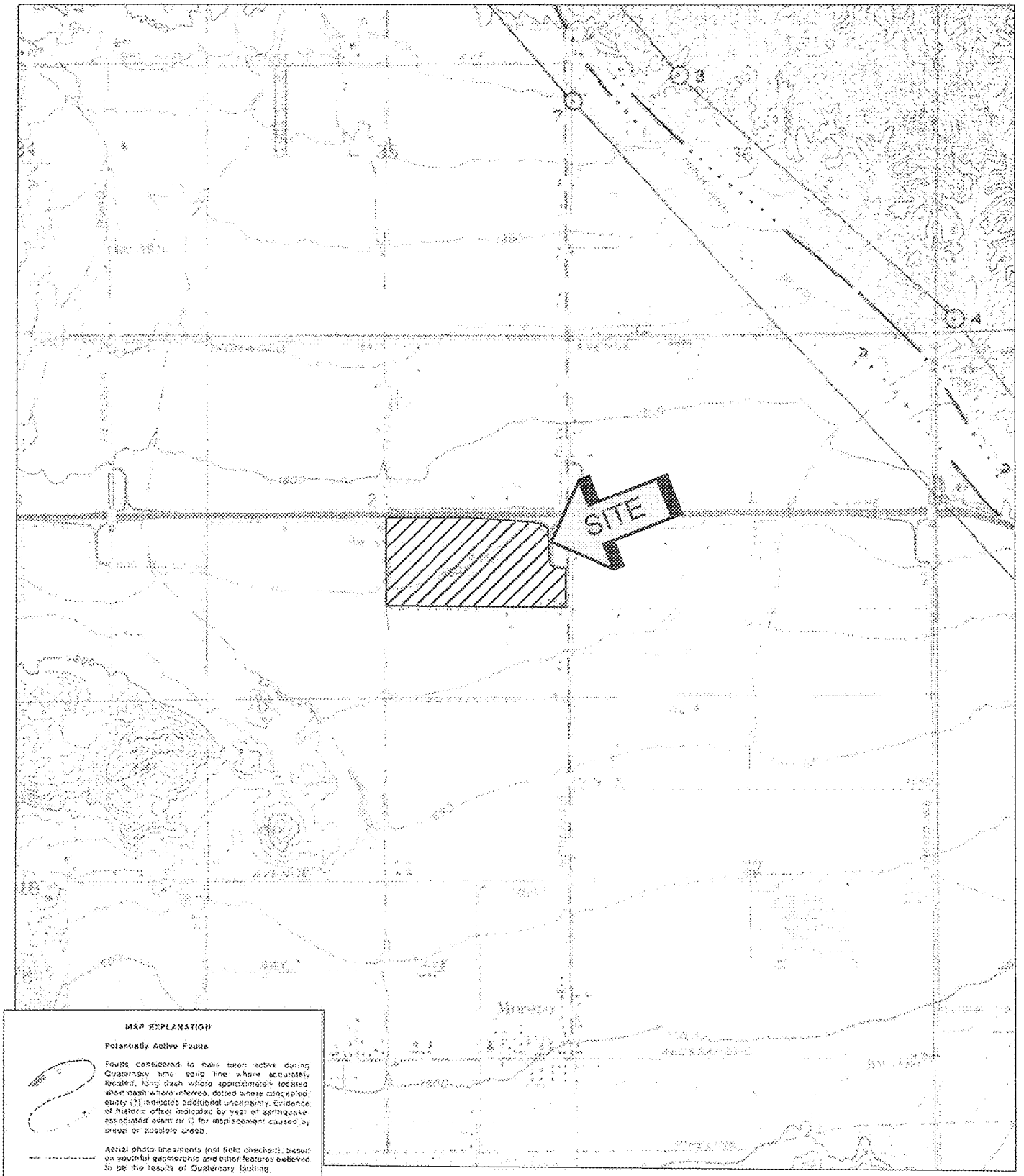

MAP EXPLANATION

Potentially Active Faults

Faults considered to have been active during Quaternary time: solid line where accurately located, long dash where approximately located, short dash where inferred, dotted where concealed; county (?) indicates additional uncertainty. Evidence of historic offset indicated by year of earthquake-associated event or C for displacement caused by creep or possible creep.

Aerial photo lineaments (not field checked), based on youthful geomorphic and other features believed to be the results of Quaternary faulting.

Special Studies Zone Boundaries

These are delineated as straight-line segments that connect consecutively numbered turning points so as to define one or more special studies zone segments.

Seaward projection of zone boundary

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'

DRAWN: DRK
CHKD: JAS

SCG PROJECT
09G285-2

PLATE 3

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00111361

FAULT ZONES
03/16/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00111362

3.0 Comments and Responses

3.0 COMMENTS AND RESPONSES

3.1 INTRODUCTION

The City of Moreno Valley's Responses to Comments on its Draft EIR for the Westridge Commerce Center are presented herein as required by California Code of Regulations, title 14 (hereinafter, "State *CEQA Guidelines*") Sections 15089, 15132, and 15088. Specifically, *CEQA Guidelines* Section 15088, subd. (a) requires that: "[t]he lead agency . . . evaluate comments on environmental issues received from persons who reviewed the draft EIR and . . . prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments." The 45-day comment period on the Draft EIR commenced on October 21, 2010 and concluded December 6, 2010.

Additionally, and as required by Section 15088, the City of Moreno Valley will provide written responses to all comments on the Draft EIR received from public agencies during the 45-day public review period at least 10 days prior to the proposed certification of the Program EIR.

In summary, the City's written responses describe the disposition of significant environmental issues raised and any revisions to the Draft EIR made as a result of the comments. Additionally, the City's written responses provide a good faith, reasoned analysis of all environmental issues raised and cite to specific factual and legal support for the Draft EIR's conclusions.

3.1.1 Comments Received

The following section presents a list of the comment letters received during the Draft EIR public review period. Comment letters have been organized by State agencies, County and regional agencies, and comments received from local organizations and individuals. Each letter has been assigned an identifying designation (generally an acronym or name abbreviation), and topical items within each letter have been numbered. Table 3-1 lists all commentor letters received by the City in regard to the Draft EIR, and the designation assigned to each. Comments with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not included with the provided responses herein. The Lead Agency has, however, included these late comments and their corresponding responses in the Project staff report.

Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10

Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack, on behalf of Residents for a Liveable Moreno Valley, and Moreno Valley Group of Sierra Club.	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

The comment letters and the corresponding numbered responses are presented on the following pages.

STATE OF CALIFORNIA

Governor's Office of Planning and Research

State Clearinghouse and Planning Unit

Arnold Schwarzenegger
Governor

Cathleen Cox
Acting Director

December 7, 2010

RECEIVED
DEC 13 2010
CITY OF MORENO VALLEY

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Subject: PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
SCH#: 2009101008

Dear Jeff Bradshaw:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. The review period closed on December 6, 2010, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office. SCH-1

Sincerely,

Scott Morgan
Director, State Clearinghouse

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Document Details Report
State Clearinghouse Data Base

SCH# 2009101008
Project Title PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
Lead Agency Moreno Valley, City of

Type EIR Draft EIR

Description The West Ridge Commerce Center project proposes a 937,260 square foot industrial warehouse building on approximately 55 acres located on the south side of State Route 60, on the north side of Eucalyptus Avenue and ~650 feet west of Redlands Boulevard. The proposed warehouse use requires a change of zone from the Business Park land use district to the Light Industrial land use district. The project also requires approval of Tentative Parcel Map No. 36207 to combine the project parcels into a single parcel and a Municipal Code Amendment to establish a minimum buffering distance between warehouse distribution activities in the LI zone and adjacent residential zones. THe Quincy Channel, which is a segment of the City's Master Plan of Drainage, runs along the west site boundary and the project will be responsible for some channel improvements.

Lead Agency Contact

Name Jeff Bradshaw
Agency City of Moreno Valley
Phone (951) 413-3224 **Fax**
email
Address 14177 Frederick Street
City Moreno Valley **State** CA **Zip** 92553

Project Location

County Riverside
City Moreno Valley
Region
Lat / Long 33° 56' 7.7" N / 117° 09' 34.5" W
Cross Streets Fir/Eucalyptus Avenue, Redlands Boulevard
Parcel No. 488-330-003 to 006 & 026
Township 3S **Range** 3W **Section** 2 **Base** SBB&M

Proximity to:

Highways SR 60
Airports No
Railways No
Waterways No
Schools No
Land Use GPD: Business Park
Z: Business Park

Project Issues Aesthetic/Visual; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Landuse; Noise; Public Services; Soil Erosion/Compaction/Grading; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian

Reviewing Agencies Resources Agency; Department of Conservation; Department of Fish and Game, Region 6; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 8; Air Resources Board, Major Industrial Projects; Regional Water Quality Control Board, Region 8; Native American Heritage Commission

Date Received 10/21/2010 **Start of Review** 10/21/2010 **End of Review** 12/06/2010

Note: Blanks in data fields result from insufficient information provided by lead age

Item No. E.3

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH
STATE CLEARINGHOUSE
SCH No. 2009101008

Response SCH-1

State Clearinghouse receipt of the Westridge Commerce Center Draft EIR is acknowledged, as is distribution of the Draft EIR to the listed State Agencies. The State-assigned Clearinghouse reference number (SCH No. 2009101008) and dates of the public review period for the Draft EIR (October 21, 2010 through December 6, 2010) are also acknowledged.

California Natural Resources Agency
DEPARTMENT OF FISH AND GAME
http://www.dfg.ca.gov
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-200
Ontario, CA 91764
(909) 484-0167

ARNOLD SCHWARZENEGGER, Governor
JOHN McCAMMAN, Director

December 3, 2010

RECEIVED
DEC - 7 2010
CITY OF MORENO VALLEY

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Re: Draft Environmental Impact Report for Westridge Commerce Center
SCH No. 2009101008

Dear Mr. Bradshaw:

The Department of Fish and Game (Department) appreciates this opportunity to comment on the Draft Environmental Impact Report (DEIR) for the Westridge Commerce Center. The Department is responding as a Trustee Agency for fish and wildlife resources [Fish and Game Code sections 711.7 and 1802 and the California Environmental Quality Act Guidelines (CEQA) section 15386] and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines section 15381), such as a Lake and Streambed Alteration Agreement (Section 1600 *et seq.*) or a California Endangered Species Incidental Take Permit (Fish and Game Code Sections 2080 and 2080.1). CDFG-1

For this project the Department will be acting as a Trustee and Responsible Agency. As per Section 15096 of the California Environmental Quality Act statute, as a Responsible Agency the Department is obligated to focus its comments on any shortcomings in the CEQA document, the appropriateness of the CEQA document utilized, and additional alternatives or mitigation measures which the CEQA document should include.

The site is located in the City of Moreno Valley, County of Riverside and is bounded on the north by SR-60 and Spruce Avenue, on the south by Eucalyptus Avenue, on the east by vacant land and Redlands Boulevard, and on the west by the Quincy Channel and agricultural land. Surrounding development consists of vacant and agricultural land. CDFG-2

The proposed project consists of a 937,260 square foot industrial warehouse building on 55 acres. The Quincy Channel runs along the western boundary and will require improvements.

MSHCP

The project is located within the boundary of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and is subject to the provisions and policies of that plan. The MSHCP is a Natural Communities Conservation Plan that provides coverage for 146 species and up to 510,000 acres. Participants in the MSHCP are issued take authorization for covered species and do not require Federal or State Endangered Species Act Permits. The City of Moreno Valley is an MSHCP participant. CDFG-3

The project is not within Cell Criteria Areas and does not require additional surveys and narrow endemic surveys, however, burrowing owl surveys are required. Initial surveys showed that burrowing owl was not present. CDFG-3 cont'd.

Recommendations

Per section 15096 of the CEQA statute, as a Responsible Agency the Department is obligated to focus its comments on any inadequacies of the CEQA document and additional alternatives or mitigation measures which should be included in the CEQA document. As a Responsible Agency the Department will be obligated to consult the final CEQA document to prepare a Lake and Streambed Alteration Agreement or a California Endangered Species Incidental Take Permit. If the final CEQA document fails to identify and adequately mitigate all of the impacts of the proposed project and any alternatives, the project proponents will be required to reinitiate the CEQA process at their expense, or fund another CEQA process under the direction of the Department to identify and adequately mitigate all impacts associated with any Department discretionary actions.

The Department recommends that the Lead Agency clarify the issues raised below and provide a response to these comments in the Final Environmental Impact Report (FEIR) or subsequent CEQA document. CDFG-4

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant revegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

Biological Resources

A biological assessment was conducted in October, 2008. Biological Resources Assessments for the project site include the following: Burrowing Owl surveys in July, 2009, an off-site biological assessment in May, 2010 and a wetland jurisdictional delineation in February, 2010.

Biological habitat communities on the site include mulefat riparian, ruderal and agricultural. The site is highly disturbed and was formerly utilized for agricultural purposes. No focused biological surveys were required. Two southern black walnut trees were found on site. CDFG-5

Impacts and Mitigation

Section 14(a) of Appendix G of the CEQA Guidelines provides an outline for significant biological impacts. Section (a) asks whether the project will have a substantial adverse effect "...either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species...". CDFG-6

Section (b) asks, in part, whether the project will have a substantial adverse effect on any riparian habitat or other sensitive natural community identified by the California Department of Fish and Game.

Impacts to terrestrial biological resources are minimal. Mitigation for these impacts is provided for by participation in the MSHCP. The project is also located within the fee area for the Stephens Kangaroo Rat Habitat Conservation Plan. No burrowing owl were found on the site. CDFG-6 cont'd

Streambed Alteration Agreements and CEQA

The site is located adjacent to the Quincy Channel. Potential receiving waters from Quincy Channel are the Heacock Channel, Perris Valley Storm Drain and the San Jacinto River. The project site is not within the 100-year floodplain. The Channel is 1,295 linear feet with 2.4 acres of riparian habitat. Sheet flow from the site drains to the east to the jurisdictional channel along the west side of Redlands Boulevard. Both channels collect runoff from SR-60 and north of SR-60. The applicant is proposing to construct a scour wall adjacent to this channel. Along with the scour wall will be a maintenance road and a 50-150 foot buffer between the development and the Channel. The stream is an eroded earthen channel that collects runoff from three five foot wide culverts under SR-60. CDFG-7

Impacts to Quincy Channel will be from a channel crossing, not the scour wall. Impacts will also occur to an off-site channel. Permanent impacts are .003 acres to the Quincy Channel and 0.08 acres to the channel to the east (off-site). The applicant is proposing to mitigate impacts to jurisdictional State waters and riparian habitat by replacing riparian habitat at a 1:1 ratio, success criteria, and a three year maintenance and monitoring plan. CDFG-8

If the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance, mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement. In order to avoid delays or repetition of the CEQA process, potential impacts to a stream or lake, as well as avoidance and mitigation measures need to be discussed within this CEQA document. CDFG-9

The Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:1 replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors. CDFG-10

We recommend submitting a notification early on, since modification of the proposed project may be required to avoid or reduce impacts to fish and wildlife resources. To obtain a Streambed Alteration Agreement notification package, please call (562) 430-7924.

The following information will be required for the processing of a Streambed Alteration Agreement and the Department recommends incorporating this information to avoid subsequent CEQA documentation and project delays:

1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
2) Discussion of avoidance measures to reduce project impacts; and,
3) Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

CDFG-11

Section 15370 of the CEQA guidelines includes a definition of mitigation. It states that mitigation includes:

1) Avoiding the impact altogether by not taking a certain action or parts of an action,
2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation,
3) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment,
4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action,
5) Compensating for the impact by replacing or providing substitute resources or environments.

CDFG-12

In the absence of specific mitigation measures in the CEQA documents, the Department believes that it cannot fulfill its obligations as a Trustee and Responsible Agency for fish and wildlife resources. Permit negotiations conducted after and outside of the CEQA process deprive the public of its rights to know what project impacts are and how they are being mitigated in violation of CEQA Section 15002. Also, because mitigation to offset the impacts was not identified in the CEQA document, the Department does not believe that the Lead Agency can make the determination that impacts to jurisdictional drainages and/or riparian habitat are "less than significant" without knowing what the specific impacts and mitigation measures are that will reduce those impacts.

Thank you for this opportunity to comment. Please contact Robin Maloney-Rames at (909) 980-3818, if you have any questions regarding this letter.

Sincerely,

Jeff Brandt
Senior Environmental Scientist

cc: Michael Flores

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

Letter Dated December 3, 2010

Response CDFG-1

The commentor notes CDFG's status as a responding Trustee Agency for California's fish and wildlife resources, and as a Responsible Agency for CDFG discretionary actions and permits. For the Project under consideration, the commentor notes that CDFG provides comments as both a Trustee and Responsible Agency. The commentor notes further that, pursuant to *CEQA Guidelines* Section 15096, comments provided by Responsible Agencies should focus on shortcomings on an EIR, and on additional alternatives or mitigation to be included in the EIR.

Trustee and Responsible Agency status of CDFG is recognized. The *CEQA Guidelines* Section 15096 directions for comments on EIRs to be provided by Responsible Agencies are acknowledged. It is noted further the *CEQA Guidelines* Section 15096 requires that Responsible Agencies limit their comments to ". . . those project activities which are in the agency's area of expertise or which are required to be carried out or approved by the agency or which will be subject to the exercise of powers by the agency."

Response CDFG-2

The Project location and scope as summarized by the commentor is materially correct. Please refer also to the detailed Project Description presented in Draft EIR Section 3.0.

Response CDFG-3

The commentor notes location of the Project within the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP).Attributes of the MSHCP and species "take" authorization for MSCHP participants are noted by the commentor. The commentor identifies the City of Moreno Valley as a participant in the MSHCP. The

commentor states further that the Project does not lie within [MSHCP] Cell Criteria Areas, and does not require surveys other than for burrowing owls. The commentor notes that initial [Draft EIR] surveys conducted for the Project indicate that owls are not present on the subject site.

Provisions of the MSHCP are noted, as is the City's status as an MSHCP participant. Species survey requirements for the Project, as stated by the commentor, are consistent with surveys conducted in conjunction with preparation of the Draft EIR. Results of the Project Burrowing Owl Survey (Survey) are summarized in Draft EIR Section 4.8, "Biological Resources," and the Survey is provided at Draft EIR Appendix G.As noted by the commentor, the initial Survey results indicate that burrowing owls are not present on the Project site. The Survey notes that "[n]o burrowing owls or their sign were detected during the surveys and there was no evidence that any burrowing owls occur onsite. In addition, this species has not been recorded from the project area in the past." [Survey, Page 6.] Further, the Draft EIR notes that "[t]he Project area does provide suitable burrowing owl foraging habitat; however, no burrowing owls or their sign were detected during the Project burrowing owl survey." (Draft EIR, Page 4.8-8.)

<u>Response CDFG-4</u>

The commentor reiterates *CEQA Guidelines* Section 15096 provisions and requirements. The commentor notes that CDFG will consult the EIR for the purposes of preparing a Lake and Streambed Alteration Agreement and/or issuance of an Incidental Take Permit. The commentor lists three (3) issues to be clarified in the Final EIR:

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

The following responses are provided to the issues/requirements cited by the commentor.

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters. Draft EIR Mitigation Measure 4.8.4 requires that a lake and streambed alteration agreement (Section 1600 permit) or waiver be obtained prior to the issuance of any grading permit and that written verification of the permit or waiver be provided to the Lead Agency (Community Development Department-Planning Division and the Public Works Department-Land Development Division).In support of the Permit, the Draft EIR identifies estimated impacts at CDFG jurisdictional areas and habitat, and identifies responding mitigation. This information will be included in subsequent Section 1600 Permit documentation for the Project. Relevant EIR text is excerpted below:

> [T]he channel is jurisdictional under the U.S. Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Under a maximum potential impact scenario, construction of off-site improvements could result in permanent disturbance and alteration of approximately 0.08 acres (710 lineal feet of 5-foot wide channel, or a total of 3,550 square feet) of un-vegetated riparian habitat. Consultation and permits from these agencies will be required prior to any disturbance of this channel (Draft EIR, Page 4.8-10).

As summarized in Draft EIR Section 4.8 and presented in detail in the Project Jurisdictional Delineation, construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat

riparian habitat/CDFG jurisdictional areas. This is a potentially significant impact, as acknowledged on Draft EIR Page 4.8-23.

The following mitigation measures addressing potential impacts to jurisdictional/ habitat areas were incorporated in the Draft EIR, and will be reflected in subsequent Section 1600 Permit documentation.

4.8.1 *Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*

4.8.2 *Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*

4.8.3 *Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be*

planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 *Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.*

4.8.5 *Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:*

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, and regular maintenance and monitoring activities to ensure the success of the mitigation plan*

(Draft EIR Pages 4.8-23 through 4.8-24).

The commentor incorrectly states subsequently (please refer to Comment CDFG-8) that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." Potential impacts from a future crossing of the Quincy Channel at Fir (future Eucalyptus) Avenue are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project. As noted in Footnote 2 on Draft EIR Page 4.8-19, repeated here for ease of reference:

> The EIR Jurisdictional Delineation also acknowledges jurisdictional impacts and associated mitigation and permitting requirements associated with the future bridge crossing of Fir (Eucalyptus) Avenue at the Quincy Channel, located southwesterly adjacent to the Project site. This bridge crossing, to be implemented by the City or others at a future date as a part of areawide circulation system improvements, will permanently impact an estimated 0.47 acres of CDFG jurisdictional areas, with temporary impacts to an additional 0.06 acres of CDFG jurisdictional area. Affected CDFG jurisdictional areas encompass ACOE and RWQCB jurisdictional areas. These are not Project-related impacts, but are however considered in this EIR and CEQA within the context of cumulative impacts. Please refer also to EIR Section 5.1.1.8, Cumulative Biological Resources impacts (Draft EIR Page 4.8-19).

2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan. The last bullet point at Mitigation Measure 4.8.5 is amended as follows to include native plant re-vegetation for areas temporarily disturbed by construction.

- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department. As noted above at Mitigation Measure 4.8.5 (as amended):

> *[The Project] HMMP shall, at a minimum, meet the following requirements:*
> - *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
> - *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
> - *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal**, native plant re-vegetation for areas temporarily disturbed by construction,** and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

While the Draft EIR presents a reasoned best estimate of impacts and proposed responsive mitigation based on Project design concepts, details such as monitoring and maintenance of mitigation for impacts to jurisdictional areas and affected habitat are more effectively developed based on final Project designs including detailed grading plans, utility plans design and final building designs. As matter of clarification, the following bullet point is added to Mitigation Measure 4.8.5:

- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

With these revisions, Mitigation Measure 4.8.5 in total will be worded as presented below. These revisions will be reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

Response CDFG-5

The commentor notes biological resources surveys conducted for the Project, and comments further that no focused surveys were required. Surveys and survey results noted by the commentor are materially correct. No further response is required.

Response CDFG-6

The commentor cites *CEQA Guidelines* Appendix G suggested threshold considerations addressing habitat modifications and potential impacts to candidate, sensitive or special status species, riparian habitat, or other sensitive natural communities. The commentor notes that [Project] impacts to terrestrial biological resources are minimal, and that mitigation for these impacts is provided for through participation in the encompassing MSHCP. The Project also lies within the fee area for the Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan. Potential impacts to SKR are addressed though fee payments consistent with provisions of the SKR Habitat Conservation Plan. The above statements provided by the commentor are materially correct. No further response is required.

Response CDFG-7

The commentor summarizes physical characteristics of the Quincy Channel (Channel), located westerly of the Project site. The commentor notes that the Project Applicant proposes to construct a scour wall adjacent to the Channel. A maintenance road will be constructed on the easterly (developed side) of the wall and an approximate 50-150 foot buffer area will be provided between the wall and the developed warehouse areas.

The commentor's summary descriptions of the Channel and Applicant-initiated improvements are materially correct. No further response is required.

Response CDFG-8

The commentor incorrectly states that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." As noted in the preceding Response CDFG-4, potential impacts from a future crossing of the Quincy Channel at Fir (Future Eucalyptus) are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project.

As noted by the commentor, the Draft EIR acknowledges that the Project will result in or cause approximately 0.003 acres of *temporary* [emphasis added] impact to CDFG jurisdictional area along the Quincy Channel due to construction of the scour wall. Impacts arising from eventual future crossing of the Channel are not Project-specific and no mitigation is proposed by the Project. Potential cumulative impacts of the crossing are discussed at Draft EIR Section 5.1.1.8:

> . . .[I]t is noted that the ultimate design of Fir (future Eucalyptus) Avenue includes the construction of a crossing to span Quincy Channel. This future channel crossing is not considered a component of the proposed [P]roject and is contingent on vicinity development, which may occur in the next several years. The future construction of a channel crossing could result in permanent and temporary impacts on [the] Quincy Channel. These potential impacts are identified within Section 5.2.2 of the Jurisdictional Delineation Report in Draft EIR Appendix G. Because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in this EIR. It is further noted, however, that the ultimate extension of Eucalyptus Avenue, including the construction of a Quincy Channel crossing, is included in the City's General Plan Circulation Element, and as such, has been considered as a part of the City's General Plan EIR. Cumulative Project impacts are not affected by the extension of Fir (future Eucalyptus) Avenue or the construction of a Quincy Channel crossing (Draft EIR Pages 5-22 through 5-23).

<u>Response CDFG-9</u>

The commentor states that"[i]f the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance,

mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement."

The commentor's statement/concern is recognized; however, such concerns are not germane to the Project or to the Draft EIR. Potential Project-related impacts to lakes, streams, and associated resources are fully disclosed and discussed in the Draft EIR and supporting technical studies presented in Draft EIR Appendix G. A summary of impacts and proposed mitigation is provided in preceding responses CDFG-1 through CDFG-8. Please refer also to the detailed discussions presented in Draft EIR Section 4.8, "Biological Resources," and supporting technical studies provided in Draft EIR Appendix G, "Biological Resource Assessments." Moreover, all areas of potential jurisdictional impacts are avoided to the extent possible and mitigated where complete avoidance is infeasible. The discussion provided as part of Draft EIR Mitigation Measures 4.8.1 through 4.8.3, as excerpted below, requires and promotes avoidance. The complete text of these mitigation measures is provided in the preceding Response CDFG-4.

> *. . . Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel . . . a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*
>
> *. . .Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained*

throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

. . . [N]o invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel (Draft EIR Page23).

Response CDFG-10

The commentor states that "[t]he Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:l replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors."

The Project does not propose elimination of drainages, lakes and their associated habitats. Mitigation is proposed for the Project's temporary impact to 0.003 acres of riparian (mulefat) habitat.[1]The ultimate scope and location of mitigation will be determined in consultation with CDFG through the Streambed Alteration Agreement Notification/Permit process (or waiver), to be completed prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas. Notification/Permit processes will be initiated by the Applicant at the earliest practicable date. Given the nominal scope of habitat impact (0.003 acres), its relative distance from proposed areas of development, and intervening buffering areas provided, no substantive alteration of the Project is proposed nor anticipated to be

[1] Total impacts to jurisdictional areas are estimated at 0.083 acres: 0.003 acres temporary impact to jurisdictional mulefat habitat; 0.08 acres permanent impact to non-habitat jurisdictional areas.

required in order to successfully mitigate the Project's temporary impacts to riparian habitat. Contact information provided by the commentor is noted.

Response CDFG-11

The commentor notes the following informational requirements for a Streambed Alteration Agreement, and recommends its incorporation in CEQA documents:

> 1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
> 2) Discussion of avoidance measures to reduce project impacts; and,
> 3)Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

The above information is provided in the Draft EIR and supporting jurisdictional delineation information presented at Draft EIR Appendix G. Excerpted germane Draft EIR discussions are presented below, and the commentor is referred to full detailed discussions presented in the body of the Draft EIR, specifically, within Section 1.0, Summary; Section 4.8, Biological Resources; and Section 5.0, Other CEQA Considerations. Supporting technical studies are provided at Draft EIR Appendix G, Biological Resource Assessments.

1. **Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type).**The Draft EIR states that "[p]roject construction activities will result in the following potentially significant impacts: Potential direct temporary impacts to 0.003 acres, (22 lineal feet) of mulefat vegetated riparian habitat; and Potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat" (Draft EIR Page 1-77, et al.).

2. **Discussion of avoidance measures to reduce project impacts.** The Draft EIR states that "[a]maintenance road will be provided along the easterly edge of the scour wall, and Westerly of the scour wall, a buffer area averaging in width from approximately 50 feet to 150 feet will be established, providing separation between the developed site and the adjacent Quincy Channel. This physical separation between the developed site and the Channel habitat areas minimizes or precludes direct impacts to the Channel and its associated vegetation communities and special status plant species." (Draft EIR Page 4.8-18, *et al.*) Please refer also to the preceding Response CDFG-9.

3. **Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.** Please refer to Draft EIR Mitigation Measures 4.8.1 through 4.8.5 (as amended through these responses), presented in the preceding Response CDFG-4.

Response CDFG-12

The commentor cites *CEQA Guidelines* Section 15370, which describes/defines mitigation, and states that CDFG cannot fulfill its obligations absent defined impacts and proposed mitigation. CDFG point of contact information is provided.

Project impacts are fully and appropriately defined and disclosed as summarized in the preceding responses and presented in detail in the Draft EIR (0.08 acres permanent impact to non-habitat jurisdictional areas; 0.003 acres temporary impact to jurisdictional mulefat habitat). Mitigation is proposed for impacts determined to be potentially significant. Mitigation includes restoration/replacement habitat at a minimum 1:1 ratio. The Lead Agency considers the defined area of impact and proposed mitigation to be consistent with CDFG requirements, and supports the Department's obligations and responsibilities as a Trustee and Responsible Agency. Project impacts, as mitigated, are considered to be less-than-significant. Mitigation as revised herein is included in

response to CDFG comments. CDFG staff were contacted (phone conversation 12.16.10) to clarify information provided in the DEIR and discuss CDFG concerns. Subsequent to that conversation, a draft of these responses was emailed to CDFG staff. As indicated in the following email response from CDFG, CDFG staff concurs with the substance of these responses and proposed revisions to the Draft EIR text.

From: Robin Maloney-Rames <RMaloney@dfg.ca.gov>
Date: December 29, 2010 9:13:07 AM PST
To: <cray@appliedplanning.com>
Subject: Re: Westridge Draft EIR-CDFG Comments and Responses (Draft)

Hello Charly:

I took a look at the letter and response to comments. It seems to be in order. If you could include this with the Response to Comments I would appreciate it.

thanks
Robin

Environmental Scientist
Dept. of Fish and Game
Eastern Sierra Inland Deserts Region 6
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
(909) 980-3818

Thank you for contacting the California Department of Fish and Game. Pursuant to Governor's Executive Order S-12-10, we are closed on the second, third and fourth Friday of each month.

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
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Flex your power!
Be energy efficient!

December 6, 2010

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Westridge Development Draft Environmental Impact Report (October 2010). SCH: 009101008.
Riv-60-PM19.0/20.4

Dear Mr. Bradshaw,

We have completed our review for the above noted project which is located south of State Route 60 (SR-60) east of Quincy Channel, and north of Fir Avenue in the City of Moreno Valley. The project proposal comprises of the construction of 937,260 square feet of new light industrial warehouse/distribution area.

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the County of Riverside due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS. DOT-1

We have the following comments:

Traffic Operations

1. Please include a Stacking Distance analysis for the Moreno Beach Road . DOT-2

2. Traffic Impact Study (page 124, Table 6-11); under Redlands Blvd at SR-60 Westbound Ramp, please include: WBL, WBR, EBL & EBR. Additionally, under SR-60 at eastbound Ramps, please include: SBR. DOT-3

3. Due to the potential high volumes of truck traffic, please ensure that the ramp intersection will accommodate STAA truck turning movements. DOT-4

4. Please include the ramp merge/diverge analysis for SR-60 at Moreno Beach Dr. and at Redlands Blvd. DOT-5

Mr. Bradshaw
December 6, 2010
Page 2

Hydrology

1. Although the proposed improvements should have no significant effect on Caltrans facilities, the documentation submitted did not give specific details how the runoff from the freeway SR-60 will be captured and contained. We would expect the developer's engineer to address this issue during the design and permit approval process. DOT-6

Permit Requirements:

1. Any proposed alterations to existing improvements within State right-of-way may only be performed upon issuance of a valid encroachment permit and must conform to current Caltrans design standards and construction practices.
2. Review and approval of street, grading and drainage construction plans will be necessary prior to permit issuance. Information regarding permit application and submittal requirements may be obtained by contacting:

Office of Encroachment Permits
Department of Transportation
464 West 4th Street, 6th Floor, MS-619
San Bernardino, CA 92401-1400
(909) 383-4526

DOT-7

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Joe Shaer at (909) 383-6908 or myself at (909) 383-4557 for assistance.

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION, DISTRICT 8

Letter Dated December 6, 2010

Response DOT-1

Caltrans jurisdiction and statutory responsibilities in regard to the proposed Project's potential effects on SR-60 are acknowledged. Agency review of the Draft EIR is appreciated.

Response DOT-2

The commentor requests a stacking distance analysis for Moreno Beach Road. Within the context of the Caltrans Guide for the Preparation Traffic Impact Studies (State Of California Department Of Transportation), December 2002, the traffic impact analysis consultant, guided by local input and expertise of the Lead Agency, established the parameters and extent of the Project Traffic Impact Analysis (TIA). The Project is anticipated to contribute nominal[2] traffic to Moreno Beach Road for opening year conditions; and would contribute less than 50 peak hour trips to Moreno Beach Road under long-range conditions.

Pursuant to applicable CMP TIA guidelines (see Caltrans TIS Guidelines, Page 2), it is typically unnecessary for projects generating less than 50 peak hour trips to assess potential impacts in regard to stacking or progression through an interchange area. The Lead Agency has not indicated special circumstances or other considerations that would indicate a requirement for a stacking distance analysis for Moreno Beach Road, nor is such the conclusion of the TIA consultant.

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[2] Nominal traffic contributions are defined less than 50 vehicles per day (Project TIA Page 44, et al.)

Response DOT-3

The commentor requests specific analysis of the westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps. Analysis of the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps is also requested.

The westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps were not individually reported since they are shared lanes, and the queues associated with these movements are reflected in the 95th percentile queue presented for the westbound and eastbound through movements, respectively. Similarly, the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps was not reported individually since it is a shared movement with the southbound through lane. Please refer also to TIA Table 4-1 (Intersection Analysis for Existing Conditions).

Response DOT-4

As noted in the discussion of regional access (Draft EIR Section 4.2.2.2 on Page4.2-8), the Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. (Please refer to Figure 3.5-1, Site Plan Concept). The Project would, upon approval, be responsible for payment of Traffic Uniform Mitigation Fee (TUMF) contributions; however, interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. When designed, reviewed and constructed, it is presumed that the ramps will be required to be consistent with Caltrans design standards, and will accommodate STAA truck turning movements.

Response DOT-5

According to the Transportation Research Board's *Highway Capacity Manual*, the influence area for a merge junction is 1,500 feet downstream, and the influence area for a

diverge junction is 1,500 feet upstream. The distance between the ramps at Redlands Boulevard and Moreno Beach Boulevard is approximately 6,600 feet. There are no other merge/diverge junctions (i.e., interchanges) within the 1,500-foot influence areas of the ramps at Moreno Beach Boulevard and Redlands Boulevard, and as such, merge and diverge analyses were determined unwarranted as part of the Project TIA.

Response DOT-6

As noted by the commentor, specific concerns in regard to the design of collectors for runoff from the SR-60 onto the site will be addressed as part of the design and permit approval process. In general, as discussed in Draft EIR Section 4.6, "Hydrology and Water Quality," storm water will be collected onsite through a series of catch basins and clarifiers, and directed to a municipal drainage system, connections for which would be constructed adjacent to the site within the rights-of-way of Fir (future Eucalyptus) Avenue and Redlands Boulevard.

Response DOT-7

The required review of street, grading and drainage construction plans by Caltrans personnel prior to the issuance of encroachment permits is acknowledged. The address and contact information provided is appreciated.

Board of Directors

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Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

December 6, 2010

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: West Ridge Commerce Center Project
Draft Environmental Impact Report
SCH No. 2009101008

Dear Mr. Bradshaw:

Thank you for the opportunity to review the Draft Environmental Impact Report (DEIR) for the above referenced project. The project is generally described as a plot plan for development of a 937,260 square foot warehouse distribution on building on a 55 acre site, Related applications include a Zone Change from Business Park to Light Industrial, a tentative parcel map to combine five parcels into a single parcel and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment to establish a buffering distance between warehouse distribution land uses in the light industrial zone and adjacent residential zones. EMWD-1

Eastern Municipal Water District (EMWD) offers the following comments with respect to this DEIR document:

1- Please revise Mitigation Measure 4.5.3, on page 4.5-29, as follows (revisions indicated in ***bold italics***): EMWD-2

4.5.3 ***In this East Moreno Valley area, existing water, sewer and recycled water facilities are not adequate to accommodate the Project. Therefore, from a facilities perspective, the Project would be conditioned to construct off-site and on-site water, sewer and recycled facilities needed to serve the***

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet : www.emwd.org

City of Moreno Valley
December 6, 2010
Page 2

Project. Accordingly, a Plan of Services (POS) must be completed and submitted by the Applicant, for EMWD's approval. As soon as possible, the Applicant shall meet with EMWD staff to develop a Plan Of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water ***facilities*** requirements to serve the project, ***to be constructed by the Applicant. Additionally, there could be temporary service impacts while constructing or extending facilities required for this Project, which should be evaluated in the Final EIR.*** EMWD-2 cont'd.

2- Please note the Water Supply Assessment (WSA) expiration date is June 4, 2011. EMWD-3

Again, EMWD appreciates the opportunity to comment on this project. Please forward future environmental documents for this project and the response to the above comments prior to EIR certification to the attention of Karen Hackett at the mailing address shown on page one. If you have questions concerning these comments, please feel free to contact Karen Hackett at 951 928-3777, Ext. 4462, or myself at Ext. 4455. EMWD-4

Sincerely,

Joseph B. Lewis
Director of Engineering Services

JBL:ME:RR:KAH

cc: E. Lovsted

Encl.

EASTERN MUNICIPAL WATER DISTRICT
SINCE 1950

Board of Directors

President
David J. Slawson

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General Manager
Anthony J. Pack

Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

Developers/Engineers

Will your project require service from Eastern Municipal Water District for water, sewer or recycled water?

EMWD requires beginning dialogue with the applicant at an early point in site design and development of a project, in order to assess the infrastructure needs. Accordingly, we offer to meet with developers/engineers for one initial due-diligence meeting, without requiring a deposit. This meeting is to review your project and determine potential service from EMWD. The objective is to provide a forum to resolve any questions about our development process and help to determine if there are any potential issues that may exist in the area concerning EMWD facilities (water, sewer or recycled water). Afterward, should you decide to pursue your project(s) with EMWD, we will require you to deposit funds and open a Work Order. This Work Order is used to cover staff time and research required to generate a Plan of Service. No improvement plans will be accepted until this pre-project phase is completed and an EMWD Plan of Service has been approved.

In an ongoing effort to develop a dependable and reliable water supply for its customers, EMWD's goal is to maximize the use of recycled water, for landscape demands. All projects that include landscaped areas are carefully considered for recycled water use. This process needs to begin early to avoid unnecessary delays. EMWD-5

In order to set up a Due Diligence meeting we need:

1- A completed Due Diligence questionnaire.
2- Your proposed agenda for the due-diligence meeting
3- Location Map
4- Proposed development plan layout if available (hard copy and JPEG format)

I encourage developers/engineers to become familiar with EMWD New Development processes, while designing your project. They have been developed over many years and serve a great importance as they can prevent complications and save time. More information can be found at http://www.emwd.org/new_biz/new-biz-dev.html

If at any point in time there are questions or concerns, please do not hesitate to contact me

Sincerely,

Linda H. Petersen
Development Coordinator ex. 4310
Petersel@emwd.org

EASTERN MUNICIPAL WATER DISTRICT

Letter Dated December 6, 2010

Response EMWD-1

The commentor has accurately summarized the general aspects of the proposed Project and required discretionary actions.

Response EMWD-2

As discussed in the EIR, the Project's impacts to water supplies is less-than-significant. Notwithstanding, mitigation is provided to ensure timely construction of service lines/facilities necessary to serve the Project. In this regard, the Lead Agency acknowledges the District's desire to clarify the referenced Mitigation Measure 4.5.3, which is discussed in Draft EIR Section 4.5, "Water Supply." Accordingly, the language of this mitigation measure has been amended as follows.

> 4.5.3 *The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project,* ***to be constructed by the Applicant****.*

Related to the Project POS, preliminary information provided by EMWD indicates that provision of adequate fire flows for the area west of Redlands Boulevard and south of SR-60 will require construction of a 24-inch water line within the Fir (future Eucalyptus Avenue) extending westerly from Redlands Boulevard to connect to an existing 24-inch line at the approximate alignment of Petit Street. The extent of the actual construction of the line is not known at this time and is ultimately dependent on the timing of improvements constructed as a part of adjacent proposals. Regardless of these other projects, Certificate of Occupancy for the Project is conditioned on the provision of

adequate fire flows whether achieved by this new line, or by other means acceptable to EMWD and the City Fire Department.

To ensure monitoring and enforcement, this revision to Mitigation Measure 4.5.3 is reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata. Additional explanatory language provided by the commentor is not considered appropriate for inclusion in this mitigation measure.

The Applicant's responsibility for the construction of all required infrastructure to serve the Project, including but not limited to the extension of off-site and on-site water, wastewater, and recycled water facilities, is acknowledged. As noted in the discussion of Water/Sewer Services on Draft EIR Page 3-21, "[a]lignment of service lines, and connection to existing services will be as required by EMWD."

The possibility of temporary service impacts during the construction or extension of facilities is acknowledged. Coordination with the District in regard to planned or proposed construction actions will occur as part of the preparation of the required POS (identified in Mitigation Measure 4.5.3, above). Additionally, notification of potential utility service disruptions would be provided to existing residents and/or business owners in the area by the developer, acting to minimize their effects. The results and conclusions of the Draft EIR are not affected.

<u>Response EMWD-3</u>

As noted in Draft EIR Mitigation Measure 4.5.4 (excerpted below), the upcoming expiration date of the Project's Water Supply Assessment is acknowledged.

> 4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008.The Project Applicant shall maintain communication with EMWD*

on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA.

Response EMWD-4

As requested, and pursuant to Public Resources Code §21092.5, the District will receive a written response to these comments at least ten days prior to the certification of this EIR.

Response EMWD-5

EMWD provides a standardized Notice to Developers and Engineers outlining EMWD requirements and processes necessary to ensure adequate and timely provision of services.

The Notice to Developers and Engineers (Notice) attached to the above-referenced comment letter is acknowledged, and has been incorporated in this Final EIR for ease of reference. The Applicant consulted with EMWD early in the planning process (due diligence meeting conducted with EMWD staff on January 27, 2009) in order to determine the likely scope and type of improvements required. At the earliest feasible date, the Applicant will coordinate with EMWD in developing the POS for the Project consistent with provisions of the Notice.

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

134314

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

November 29, 2010

RECEIVED
DEC - 6 2010
CITY OF MORENO VALLEY

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

~~Dear Mr.~~ Bradshaw:

Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

This letter is written in response to the Notice of Availability West Ridge Commerce Center Project Draft Environmental Impact Report. The purpose of the proposed project is to develop a 937,260 sq. ft. warehouse distribution building on a 55 acre site located near Eucalyptus Avenue and Redlands Boulevard. The project also requests a zone change of five parcels from Business Park to Light Industrial, combining the five parcels into one and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment. RCFC-1

The Riverside County Flood Control and Water Conservation District (District) has reviewed the DEIR and has the following comments:

This project involves District Master Drainage Plan facilities, namely Moreno Line G-7 and D-3. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards and District plan check and inspection will be required for District acceptance. Plan check and administrative fees will be required. RCFC-2

This project is located within the limits of the District's Moreno Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

The District is signatory to the Western Riverside County Municipal Species Habitat Conservation Plan (MSHCP). If it is anticipated that the City will request that the District own, operate and maintain the above referenced facilities, the applicant will need to demonstrate that all construction related activities within the District right-of-way or easement are consistent with the MSHCP. To accomplish this, the CEQA document should include a MSHCP consistency report with all of its supporting documents and provide adequate mitigation in accordance with all applicable MSHCP requirements. The MSHCP consistency report should address, at a minimum, Sections 3.2, 3.2.1, 6.1.2, 6.1.3, 6.1.4, 6.3.2, 7.5.3 and Appendix C of the MSHCP. RCFC-3

134314

Mr. Jeff Bradshaw -2- November 29, 2010
City of Moreno Valley
Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

General Information

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy. RCFC-4

If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

Edwin Quinonez

EDWIN QUINONEZ
Senior Civil Engineer

c: Riverside County Planning Department
Attn: Kathleen Browne

AJK:EQ:blj

RIVERSIDECOUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Letter Dated November 29, 2010

Response RCFC-1

The commentor has accurately summarized the general aspects of the proposed Project and its required discretionary actions.

Response RCFC-2

The District's requirements in regard to transfer of ownership, standards for construction, inspection and fees are acknowledged.

Response RCFC-3

The assessment of the Project's potential to conflict with any applicable habitat conservation plan or natural community conservation plan (Draft EIR Page 4.1-31), indicates that the Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).The Project's compliance with all referenced sections of the MSHCP is documented within the *Report on Habitat Assessments and Biological Surveys for the Westridge Project Site* (Pages 42-43, Draft EIR Appendix G).

Response RCFC-4

RCFC provides general information addressing: National Pollutant Discharge Elimination System (NPDES) permit requirements; Federal Emergency Management Agency (FEMA) requirements for projects or actions within or affecting FEMA-mapped floodplains; and Army Corps of Engineers (ACOE)/California Department of Fish and Game (CDFG) requirements for projects or actions within or affecting natural watercourses or mapped floodplains.

The Lead Agency appreciates the general information on permitting requirements provided by the District. As noted in the Draft EIR's discussion of stormwater

permitting (Section 4.6.3.3, Pages 4.6-10 through 4.6-13), the Project is required to obtain clearance from the State Water Resources Control Board pursuant to the NPDES Statewide Industrial Storm Water Permit for General Construction activities. The Project does not lie within, nor would it otherwise affect any mapped floodplain areas. As such, the Project is not subject to FEMA floodplain requirements. As required through Project Mitigation Measure 4.8.4, the Applicant is required to obtain a streambed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit prior to physical disturbance of any jurisdictional areas.

December 5, 2010

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley 92552

Re: PROPOSED WAREHOUSE PROJECT, WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133

Dear Mr. Bradshaw:

I am a Moreno Valley resident, and have looked at the Westridge Commerce Center Draft Environmental Report and feel compelled to comment on this proposed project. I believe the proposed project; a 937,260 square foot warehouse distribution building on a 55-acre site located on the north side of Eucalyptus Avenue, approximately 650 feet west of Redlands Boulevard will negatively impact the overall quality of life in Moreno Valley. **I ask that this project be denied and not be built to the scope/size requested or in the area Ridge Property Trust is asking for it to be built on.** MA-1

The preamble to our City's General Plan states, "The City of Moreno Valley embraces the interests of its residents and strives to meet their needs by creating a sense of community. The commitment to this vision encourages attractive amenities and a full range of public services while promoting **a safe and healthy environment. It is the goal of the City to improve the quality of life ...**" and after reviewing the EIR it is apparent that this project will negatively affect: Air Quality, Traffic Congestion, Destroy Aesthetics, Impact Water, Incur Large amounts of Solid Waste, Bring More Light and Noise that overall will result in a deterioration of the quality of life enjoyed by residents of our city overall and in particular residents living on the East Side of our City and also hurt the children in our city by these negative impacts. MA-2

A survey taken for the City's General Plan also found out that **47% of our residents wanted to retain the rural character of northeast Moreno Valley** (10% disagreed). This project destroys that rural character, and it would be in the best interests of the residents of our City to honor that desire by denying this project. MA-3

I do not agree with the philosophy that for economic development to occur and for there to be jobs that I must lower my standard of living to achieve this. The 900 jobs that the EIR for this project suggests will occur, are in no way guaranteed to meet that number nor are they guaranteed to even go to a portion of Moreno Valley residents and this is a tactic that is playing upon the need for jobs in our City by promises that may not be kept, because there is no written contract that will guarantee this job number or that they go to local residents. MA-4

The EIR states repeatedly that the effects of this project are minimal and not significant in magnitude, however, if this were true this developer would not have to ask for a Zone Change from Business Park to Light Industrial because the proposed warehouse/distribution center at 937,260 sq. ft. exceeds Business Park footage in our City's General Plan of 50,000 sq. ft. This request in no way benefits the health, safety or welfare of current residents much less future residents as stated in the EIR. MA-5

This EIR also uses the approval of the 2.6 million square feet for the Highland Fairview Project as a tool for their requests to be granted. Due to the approval and development of Highland Fairview's mega warehouse and approval of the ProLogis project, any additional project(s) that incur additional MA-6

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
2

truck traffic, and diesel particulate matters into the air, as well as changing the scenic view by building another mega warehouse that will be open 24 hours per day, the accompanying lighting, noise, air pollution, traffic congestion, MUST be factored into the overall effect and impact of the Highland Fairview and ProLogis Projects to determine the real effects that will occur to the residents in the area of this development and the City as a whole. MA-6 cont'd.

With the State of California, Riverside County, and Moreno Valley all suffering from large budget deficits it is unknown when the necessary funds to upgrade the freeway, overpasses, roads will be able to be completed, and with numerous diesel trucks that will come from this project, the damage to local roads, streets, and increased congestion, as well as increased dirty air and diesel particulate will hurt our city's overall quality of life and could result in increased traffic accidents and costs to our police and fire as a result. MA-7

Again, our City's General Plan states, "The image of the community is perceived from freeways, streets and the point of view of the pedestrian. The viewer forms an impression about the beauty and safety of the community as he or she views the surrounding buildings …" If mega warehouses and distribution centers continue to be built along the eastern portion of our city and exceptions to the business park/light industrial maximum square footage of 50,000 sq. ft. continues to be ignored our city will suffer from negative impressions because we are allowing ourselves to become a warehouse ghetto, and that will also hurt property values of the residents surrounding this project as well as the others of the same ilk, and ultimately will cause depressed property values to continue if not decrease even more than they already have. By denying this project you will be protecting our home values and our city's image rather than letting the 60 freeway become a vision of mega warehouse distribution centers that were never intended to be built en masse in this part of our city. MA-8

In section 5.3.2.2 Industrial Development of the Moreno Valley General Plan it says, "Industrial and business park development is concentrated in the southern part of the City, generally located south of Iris Avenue and north of San Michele Road to the Perris city limits." Approving this project, as the others that have been approved, goes against what was to be an orderly and organized location for industrial and business park developments, not the east end of our city that was to have the rural characteristics valued and protected.

Although this project says it will get water from MWD and that there is no problem, I would point out that EMWD is still in a Stage 2 Water Shortage and goes on to say in their newsletter, that all EMWD customers are required to eliminate water waste, so how does approving mass warehouses help to not add more stress to our lack of water? And in their 10/21/10 newsletter, MWD says, "Southern California's water reserves are still low
Southern California continues to face significant water supply challenges in 2010 and beyond. … During the past three years, Metropolitan has tapped its reserves to maintain deliveries to its 26 member agencies and 19 million Southern Californians. Our reserves are down by about 50 percent. With water uncertainties facing the state, the challenge ahead is to continue to lower demand and stretch our reserve supplies as much as possible … Approving mega warehouse projects does not help in our struggle to maintain adequate water supplies whether it be from EMWD resources or MWD resources. This is another reason this project should be denied. MA-9

Regarding the increase diesel truck traffic that will occur if this project is approved, in a presentation, Truck Management Strategies in Los Angeles, by Susan Bok, AICP a Senior Transportation Planner, MA-10

Los Angeles it was noted that "Trucks often pass through or near residential areas en route to … distribution centers… safety, air pollution, vibration and noise impacts on residents. Truck impacts on roadway surfaces: 1 truck = 10,000 cars" which is a negative health and safety impact that will be incurred on the resident of Moreno Valley if this project is approved. MA-10 cont'd.

In an article from: Contemporary Economic Policy | January 1, 2007 | Bluffstone, Randall A.; Ouderkirk, Brad | Copyright:

"II. THE ENVIRONMENTAL ISSUES

Diesel exhaust is made up of gas and particulates. Gases include hydrocarbons, carbon dioxide, carbon monoxide, nitrogen oxides, and sulfur oxides, but particulates are of special concern because they are associated with a variety of cancers and cardiopulmonary problems that have been shown to increase the risk of mortality. Relative to gasoline engines, heavy-duty diesel trucks, such as those used in the logistics industry, typically emit at least 24 times more fine particulate matter per mile traveled (Kirchstetter et al., 1999). Health effects associated with these particles fall disproportionately on vulnerable populations, such as the young, elderly, and those who already have compromised respiratory systems.

Recently, the toxic and especially carcinogenic effects of diesel particulate matter (DPM), much of which comes from trucks, have been highlighted. The State of California and the U.S. Environmental Protection Agency (USEPA) have identified more than 40 toxic pollutants in diesel emissions, and in 1998 the California Air Resources Board (CARB) named it a toxic air contaminant (CARB, 2000; Lippmann et al., 2003; Ostro and Chestnut, 1998; SCAQMD, 2003). MA-11

Particulates are classified according to their diameters. Those less than 2.5 [micro]m ([PM.sub.2.5]) pose the greatest threat to human health because smaller size allows deeper penetration into lung tissues as well as longer float times (as much as several days under dry conditions) and therefore wider deposition. DPM is particularly light, with a mean particle diameter of 0.2 [micro]m, but as much as 20% of DPM can be less than 0.05 [micro]m, which floats longer and penetrates deeper than larger particles. DPM also has a large surface area, making it an ideal carrier for a variety of toxic compounds. DPM typically makes up 10-30% of total [PM.sub.2.5] concentrations. The federal limit for [PM.sub.2.5] is 15 [micro]g/[m.sup.3] average annual concentration and 65 [micro]g/[m.sup.3] maximum concentration during any 24-h period. California has a stricter annual average concentration standard of 12 [micro]g/[m.sup.3]. DPM-specific standards do not exist.

The eastern Inland Empire and particularly the I-215, I-10, and I-15 freeway corridors have very high particulate concentrations. In 2003, Riverside and San Bernardino counties ranked first and second, respectively, in the nation for total particulate pollution (CARB/American Lung Association, 2004). For example, at the Rubidoux monitoring station in Riverside, during the period 2000-2002 the average annual [PM.sub.2.5] concentration was 28.9 [micro]g/[m.sup.3], which is about 1.75 times the federal limit and

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
4

> more than twice the state …Warehouses, trucks, and [PM.sub.2.5]: human health and logistics industry growth in the eastern Inland Empire.(Report)"

MA-11 cont'd.

This article spells out the health dangers from increased diesel truck traffic to our elderly, children, and our overall population, and this is a very real and dangerous and I might add, unnecessary and unacceptable health risk(s) and as such, this project should be denied as this should not be the price we have to pay for "900 jobs".

Sincerely,

Marcia Amino
10363 Crest Brook Drive
Moreno Valley 92557
951-247-8225

MARCIA AMINO

Letter Dated December 5, 2010

Response MA-1

The commentor, a Moreno Valley resident, expresses concern regarding the impact of the Project on the overall quality of life within the City and requests the Project be denied as proposed. These opinions are acknowledged.

Response MA-2

The commentor provides an excerpt of the City's General Plan regarding City goals and offers that the Project is not in keeping with the stated goals of the General Plan. Notwithstanding the commentor's opinions, Project consistency with the applicable provisions of the General Plan are substantiated within each EIR topical section (Land Use-Pages 4.1-17 through 4.1-20; Traffic/Circulation-Pages 4.2-23, 4.2-24; Air Quality-Page 4.3-18; Noise-Pages 4.4-10, 4.4-11; Water Supply-Pages 4.5-24, 4.5-25; Hydrology and Water Quality-Pages 4.6-13, 4.6-14; Cultural Resources-Page 4.7-10; Biological Resources-Pages 4.8-11, 4.8-12; and Aesthetics-Page 4.9-5 through 4.9-7. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-3

The commentor references a survey of opinion (regarding the City's General Plan) of Moreno Valley residents, wherein 47 percent of residents want to retain the rural character of the area. Notwithstanding poll results offered by the commentor, development of the site with industrial/business park uses is anticipated under the site's current General Plan land Use designation (Business Park/Light Industrial). Please refer also to the discussion of Project consistency with existing land use plans and policies (DEIR Pages 4.1-17 through 4.1-30). Moreover, design and visual attributes of the Project are consistent with General Plan (Community Development Element) Objectives

and Policies generally addressing design and aesthetic considerations (please refer to DEIR Pages 4.9-5 through 4.9-7). The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-4

The commentor's assertion that there is no written guarantee that the entire number of jobs referenced in the Draft EIR (approximately 900 jobs)[3] will be filled by Moreno Valley residents is accurate. However, the types of warehousing employment offered by the Project are not considered growth-inducing, as these types of jobs typically draw from the local employment pool and do not induce long commutes.

Response MA-5

Contrary to the commentor's assertion that "the EIR states repeatedly that the effects of this project are minimal and not significant in magnitude," the Draft EIR contains 50 mitigation measures, specifically developed to reduce the identified potentially significant impacts. Additionally, the environmental topics of traffic, air quality, and noise were found to have significant and unavoidable impacts, even after the implementation of all feasible mitigation. Please refer to Table 1.10-1 of the Draft EIR for a summary all of Project-related impacts.

The commentor also states an opinion regarding the Project's requested zone change. The General Plan's limitation of square footage (50,000) is per building. It is important to note that the total square footage and uses proposed by the Project are allowed under the site's current General Plan land use designation. The zone change is required to

[3] Based on one (1) job per 1,030 square feet of development, Riverside County General Plan Appendix E, Buildout Assumptions and Methodology, Page 6, Light Industrial employment multiplier (*See* DEIR, Page 5-44).

allow the proposed uses to be contained within a building larger than 50,000 square feet.

Response MA-6

The commentor expresses concern regarding the cumulative effects of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response MA-7

While the State-wide budget deficit is out of the scope of the EIR, it should be noted that the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements. The Project's impacts on traffic, air quality, and public services are addressed in the EIR.

Response MA-8

The commentor expresses an opinion regarding the Project's role in what she perceives as the degradation of property values and the City's image as a whole. The commentor also asserts that the Project, along with other similar vicinity projects, is a direct contrast of the vision of the General Plan. The project's impacts on aesthetics and consistency with the City's General Plan are addressed in the EIR. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-9

As required under SB 610/221, a Water Supply Assessment (WSA) has been prepared by the serving water purveyor, Eastern Municipal Water District (EMWD). The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, EMWD has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. The commentor is referred to Section 4.5, "Water Supply" and Appendix E of the Draft EIR.

Response MA-10

The commentor references a Los Angeles County presentation regarding diesel truck management strategies. Specifically, the commentor excerpts a portion of the presentation regarding diesel truck trips through residential neighborhoods.

It should be noted that Project traffic will not pass through residential neighborhoods. The Project's proximity to State Route 60 minimizes the amount of truck trips occurring on residential streets. Trucks will exit Redlands Boulevard (passing properties designated for commercial and warehouse distribution uses), then turn right on Fir Avenue (future Eucalyptus) to access the site. Properties located south of Fir Avenue (future Eucalyptus) are designated for residential uses; however, trucks will not require

the use of internal neighborhood streets. Ultimate configuration of Redlands Boulevard under its current General Plan designation is a four-lane, divided arterial roadway. Fir Avenue (future Eucalyptus) is designated as an arterial roadway with a 104-foot right-of-way from west of Moreno Beach Drive to east of Redlands Boulevard. Please refer also to DEIR Section 4.3, Air Quality; and DEIR Section 4.4, Noise.

The basis for the statement "1 truck = 10,000 cars" noted in the presentation is unclear. As presented in Section 4.2, "Traffic and Circulation" of the Draft EIR, "passenger car equivalent" (PCE) factors were utilized in the analysis. Specifically, Page 4.2-19 of the Draft EIR states:

> "As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour."

The PCE factors employed within the Draft EIR were derived from San Bernardino Associated Governments (SANBAG). SANBAG is the metropolitan planning organization for the County, with policy makers consisting of mayors, councilmembers, and county supervisors, and the funding agency for the county's transit systems.

Response MA-11

The commentor excerpts an article regarding the health dangers of diesel truck traffic. Similarly, Section 4.3, "Air Quality" of the Draft EIR presents background information, including the dangers of criteria pollutants. Additionally, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). Results of the Health Risk Assessment (HRA) are summarized at Draft EIR Pages 4.3-80 through 4.3-86, and the HRA is presented in its entirety at Appendix C to the Draft EIR.

Mitigation was developed to address DPM generation (Mitigation Measure 4.3.10). The Draft EIR concluded that, with mitigation, no sensitive receptors or off-site workers will be exposed to DPM-source cancer risks exceeding the SCAQMD's significance criteria. Additionally, the commentor expresses an opinion that the dangers are "unnecessary and unacceptable" and requests that the Project be denied. These opinions will be forwarded to the decision-makers for their consideration.

From: Lynne Ashley [lynneashley70@yahoo.com]
Sent: Sunday, December 05, 2010 8:52 AM

Dear Jeffrey,

I live on the North side of the freeway, Ironwood and Moreno Beach, I am very concerned about the health risks for myself and my family with the possibility of more warehouses coming to the East end of Moreno Valley, please see my concerns below.

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? LA-1

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? LA-2

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? LA-3

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? LA-4

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? LA-5

How will this project be growth inducing for similar projects? LA-6

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, Westridge Commerce Center and Pro Logis are in full operation? LA-7

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists and what will the LOS be as a result of these three warehouses? LA-8

Sincerely,

Lynne Ashley
12285 Deep Valley Trail
Moreno Valley, CA 92555

LYNNE ASHLEY

Email Dated December 5, 2010

Response LA-1

The commentor expresses concerns about the effect of diesel truck emissions on the future sensitive receptors located on the south side of Fir Avenue. A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for

the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [3]

Response LA-2

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, as summarized at DEIR Pages 1-18 and 1-19, the Project will result in certain significant and unavoidable air quality and noise impacts.

---

3 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

Response LA-3

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> If a facility must also comply with RCRA/CERCLA HRA requirements, health effects to on-site workers may also need to be addressed. The DTSC's Remedial Project Manager should be consulted on this issue. In some cases it may be appropriate to evaluate risks to on-site receptors. The district should be consulted about special cases for which evaluation of on-site receptors is appropriate, such as facilities frequented by the public or where people may reside (e.g., military facilities).
>
> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response LA-4

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

Response LA-5

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating

system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response LA-6

The commentor expresses concern regarding the growth-inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To

this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth, and would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response LA-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10).

This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***
>
> - Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;
>
> - Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

It is further noted that with specific regard to Redlands Boulevard, this road is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response LA-8

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

RECEIVED
DEC - 2 2010
CITY OF MORENO VALLEY

CITY OF MORENO VALLEY
ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
COMMENTS OF BOARD MEMBER GERALD M. BUDLONG
24821 Metric Drive
Moreno Valley, CA 92557
December 2, 2010

SUBJECT: WESTRIDGE COMMERCE CENTER DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)
STATE CLEARINGHOUSE NUMBER 2009101008

COMMENT GLOBAL TO ALL APPLICABLE DEIR FIGURES: Why are the applicable figures throughout the DEIR not drawn to scale? How can the reader duplicate the science when for instance the maps and plans are not drawn to scale? GB-1

1.0 SUMMARY page 1-8 Geology and Soils. The DEIR addresses the Checklist Category "Geology and Soils" in a Geotechnical Investigation prepared for the Project site and is designated Appendices H. Geotechnical Investigation in the EIR. Therefore comments on the CEQA Geology and Soils Category will be addressed below in the Appendices H.

APPENDICES H. GEOTECHNICAL INVESTIGATION, Project No. 06G258-1, Proposed West Ridge Business Center, January 10, 2007, Southern California Geotechnical, Inc.

2.0 SCOPE OF SERVICES, page 3.

"The scope of services performed for this project was in accordance with our Proposal No. 06P420, dated November 20, 2006. The scope of services included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide criteria for preparing the design of the building foundation, building floor slabs, and parking lot pavements along with site preparation recommendations and construction considerations for the proposed development. The evaluation of the environmental aspect of this site was beyond the scope of services for this geotechnical investigation." GB-2

COMMENT: The subject geotechnical investigation appears to consist of a foundation analysis for future foundations for buildings and parking lot pavements. The scope does not evaluate the environmental aspect of this site. Please define what environmental aspects of the site are missing from this report? Is one of the missing environmental aspects a detailed seismic study of this site which defines buried fault(s) and their potential of rupturing the ground surface above them?

3.3 Previous Studies, page 5.

"As part of our investigation of the site, we were provided with one geotechnical report prepared by LGC Inland, Inc. pertaining to the north east portion of the site. The report is summarized below:"

COMMENT: I cannot find a copy of the LGC Inland, geotechnical report in the DEIR , Appendices or anywhere else in the DEIR? Should not the DEIR Appendices contain a complete copy of this study rather than just a one-paragraph summary?

GB-3

6.1 Seismic Design Parameters, page 9

"Faulting and Seismicity
Research of available maps indicates that the subject site is not located with an Alquist-Priolo Earthquake fault zone. Therefore, the possibility of significant fault rupture on the site is not located with an Alquist-Priolo Earthquake Fault Zone. Therefore, the possibility of significant fault rupture of the site is considered to be low."

COMMENT: I cannot find a list of references with subject Appendix H. What are your references used to research the faulting and seismicity conclusions in this study?

GB-4

UBCSEIS
Version 1.03
COMPUTATION OF 1997 UNIFORM BUILDING CODE SEISMIC DESIGN PARAMETERS, JOB NUMBER: 06G258-1, JOB NAME: West Ridge Business Center, DATE: 12-30-2006, FAULT-DATA-FILE NAME: CDMGUBRC. DAT lists the nearest type A fault as the San Andreas fault 19.8 km away and the nearest type B fault as the San Jacinto-San Jacinto Valley fault 1.0 km away. This table lists faults up to 1000 km away from the site.

COMMENT: Why is the Casa Loma fault missing from this table? Within the city jurisdiction of San Jacinto, the Casa Loma fault is very prominent with a displacement approximately of 20 vertical feet and designated as an Alquist-Priolo Earthquake Fault Zone and proceeds northwest to the vicinity of the San Jacinto Wildlife Area where the State Earthquake Zone terminates.

GB-5

The following study provides geologic evidence of the continuance of the Casa Loma fault located northwest of the State Earthquake Zone. R M Environmental, Inc. prepared a Preliminary Geotechnical Investigation on January 19, 2004, under Project No03-406 for a proposed 347 lot single-family-residential development, 120 +- acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015), near the intersection of Pettit Street and Highway 50 in the City of Moreno Valley. This site abuts the West

Ridge Business Center site on the east side of the single-family residential development site. GB-5, cont'd

Page 1 of this Geotechnical Investigation presents a scope of work presented in the form of six (6) bullets. The second bullet states"Geologic Mapping of the site by our geologist".

COMMENT: Why does the scope of the West Ridge Business Center geotechnical investigation omit the geologic mapping of the site by a geologist? GB-6

Page 4 of the R M geotechnical study states "the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located with an Alquist Priolo Earthquake Studies Zone for fault rupture hazard."

"Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto faults, the Casa Loma fault may be considered as active."

"The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present."

Page 6, 5.2 Ground Rupture states: "A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present." GB-7

"The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1."

The inferred trace of the Casa Loma fault as delineated by the geologist of RM Geotechnical enters the vicinity of the northwest corner of the West Ridge Center property and extends southeast across the property, leaving the property midway at the southern boundary of the site. The recommended hazard zone delineated by the RM Geotechnical geologist covers approximately two-thirds of the proposed footprint of the proposed 937,260 square foot building of West Ridge Center.

For more than 20 years I have been an appointed member of the City Ecological Protection Advisory Committee (name changed to Environmental and Historical Preservation Board) except for the 2.5 years where I served as a member of the City Planning Commission. During my tenure I have always expressed the need for detailed

geologic fault investigations to be conducted to delineate the trace of the Casa Loma fault and to evaluate if faulting has occurred on the site and the activity of faulting.
Also since the availability of the U.S. Geological Survey (USGS) Earthquake Hazards Program, I have monitored the recorded earthquake events in Moreno Valley. This USGS program records all earthquakes occurring in the United States for the past 7-days, having a magnitude of 1. I have shared to the Environmental and Historical Preservation Board, Planning Commission and the School Board of the regular USGS records of mini earthquakes along the trace of the Casa Loma fault within the city.

The most recent seismic event occurring along the Casa Loma fault recorded by the USGS was Event No. CI 14870228. This event occurred at 1:49:08 P.M., on October 28, 2010. The USGS recorded the magnitude at 1.1, at a depth of 9 miles, with the epicenter located southwest of Ironwood and Nason.

GB-7, cont'd

COMMENT: Why doesn't the City of Moreno Valley require a geologic fault investigation and evaluate if faulting has occurred on the site and the activity of the faulting and present the evidence in the DEIR?

COMMENT: Why didn't Applied Planning Inc., review the City's copy of the R M Environmental Geotechnical Report and utilize the geological, faulting, and mapping data in the West Ridge Commerce Center DEIR?

GB-8

COMMENT: In the past I was an Associate Instructor at San Jacinto Community College, where I conducted Physical Geography 101 classes at night and summer sessions. My final exams always had this question. "Why do you never ever build a building for human occupancy across an active fault?" Would you please answer this question, because the proposed building footprint will over lay the Casa Loma fault defined by R M Environmental Inc., a potentially active fault?

An appendix containing pages of the R M Environmental Inc. geotechnical report including the eastern part of plate 1 is included with these comments on the DEIR.

GB-9

4.9 AESTHETICS

4.9.2 SETTING, page 4.9-3 Last paragraph concerns "Major Scenic Resources" addresses the badlands to the east and the Mount Russell and foothill areas to the east.

COMMENT: Why is the San Jacinto Valley containing the agricultural lands, riversidean sage habitat, and the wetlands of the State San Jacinto Wildlife Area, including Mystic Lake not included as a major scenic resource?

GB-10

COMMENT: Figure 4.9-1 Major Scenic Resources delineates the San Jacinto Valley with the visual scenic resource symbol, why the inconsistency mentioned in proceeding comment. Also the San Jacinto Wildlife Area is mislabeled as Preserve rather than Area. GB-11

COMMENT: page 4.9-19 Level of Significance: Significant and Unavoidable. The California Department of Transportation's (CALTRANS) list of Officially Designated Scenic Highways is a legislative mandate upon this state agency. The state legislature also mandates cities and counties to address scenic roads and highways in their general plans. CALTRANS recognizes the importance of local scenic roads and highways. For instance, CALTRANS objected to the installation of a billboard adjacent to the right of way of U. S. Route 395(Highway 395) in the unincorporated town of Big Pine in Inyo County. Highway 395 at this location is outside of the CALTRANS Officially Designated Scenic Highway System, however the highway is a county scenic highway. CALTRANS at Inyo County Superior Court stated that the Scenic Highway Element of the Inyo County General Plan designated U.S. Route 395 as a county scenic highway as evidence for removing the billboard. The court in its decision ordered the defendant to remove the billboard in favor of CALTRANS. GB-12

What are your sources or evidence concerning the scenic values of CALTRANS Officially Designated Scenic Highways having scenic values rated higher than local scenic highways? For instance county scenic Highway 395 at Big Pine is located in the Owens Valley with the White Mountains to the east and the Sierra Nevada, including the Palisade Glacier to the west. The nickname of Owens Valley is the "Deepest Valley" the valley at 4000 feet and the surrounding mountains at 14,000 feet.

COMMENT: page 4.9-19 Why isn't the blocking of the view scape from SR-60 of the visual scenic resources consisting of the San Jacinto Valley a significant impact? Have you ever viewed the reflections of the wetlands of the San Jacinto Wildlife Area? GB-13

APPENDIX

R M Environmental, Inc., Preliminary Investigation dated January 19, 2004

COVER PAGE; Page 1- INTRODUCTION, including project scope;
Page 4 -4.0 Geology and 4.1 Regional Geologic Setting;
Page 6- 5.0 Seismicity, 5.2 Ground Rupture;
Figure 1- Location Map;
Plate 1 Site Plan with geological mapping containing projected Casa Loma fault and its recommended hazard zone. Contains only the mapped area east of the logical extension of Quincy Street, contained in three pages:
- Page 1: SR- 60 south;
- Page 2: Logical extension of Eucalyptus Avenue;
- Page 3: Title Block

GB-14

R M Environmental, Inc.

Geology - Environmental - Geotechnical Engineering

January 19, 2004
Project No. 03-406

Mr. Jeff Palmer
5511 Calumet Ave.,
La Jolla, CA., 92037

SUBJECT: PRELIMINARY GEOTECHNICAL INVESTIGATION
Proposed 347 Lot Single-Family Residential Development
120± Acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015)
Near the Intersection of Petit Street and Highway 60
City of Moreno Valley, California

Dear Mr. Palmer:

In accordance with your request, we have completed a Preliminary Geotechnical Investigation for the proposed development of the site. This report presents our findings regarding the site geotechnical conditions and recommendations for the anticipated earthwork and geotechnical design of the project.

For this investigation, we were provided with a 100-scale Site Plan/topographic map of the site titled "Eucalyptus Site, Moreno Valley, CA." This map was utilized as the base map for our Geotechnical Investigation of the site and is presented as **Plate 1**.

Provided the recommendations presented in this report are implemented during site development, the proposed project is feasible from a geotechnical standpoint.

This opportunity to be of service is sincerely appreciated. If you have any questions, please call us at (909) 446-0041.

Sincerely,

Robert C. Manning, CEG #1768/RCE #58565
President

Travis Meier
Staff Geologist

Post Office Box 878 · Calimesa, California 92320 · Telephone (909) 446-0041 · Fax (909) 446-0136

1.0 INTRODUCTION

This report presents the findings of our Preliminary Geotechnical Investigation for the proposed development of 347 single-family residential lots located southeast of the intersection of Pettit Street and Highway 60, City of Moreno Valley, California.

The site is identified as Assessor Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015). The site consists of approximately 120± acres of land located on the south side of Highway 60, southeast of the intersection of Pettit Street and Highway 60, Moreno Valley, California. The geographic setting of the site is shown on **Figure 1** - Site Location Map.

This report presents our findings regarding the site geotechnical conditions and general recommendations for the anticipated earthwork and geotechnical design of the project.

E M Environmental's scope of work for this investigation included the following:

- Review of selected background information, aerial photographs, and site reconnaissance;
- Geologic Mapping of the site by our geologist;
- Subsurface exploration by means of nine exploratory borings;
- Laboratory testing of selected soil samples obtained to evaluate geotechnical properties;
- Analysis of site conditions and test results; and
- Preparation of this report presenting our findings, conclusions, and recommendations.

1.1 Proposed Development

The proposed development of the site includes 347 single-family residential lots with associated streets and infrastructure.

It is our understanding, the proposed structures will be one to two story, wood framed, single family homes. Foundation designs are anticipated to consist of continuous and isolated shallow footing foundation systems, or utilization of post-tension type foundations. Maximum foundation loads using a continuous and isolated shallow footing foundation design are not anticipated to exceed 4 kips and 2 kips per foot for isolated and continuous footings, respectively.

4.0 GEOLOGY

4.1 Regional Geologic Setting

The site is located in the east portion of the Moreno Valley, which is part of the Perris Block area of the Peninsular Ranges Geomorphic Province of southern California. The regional geology of the site includes the San Timoteo Badlands to the northeast, Mt. Moleno to the south and southwest, and the San Jacinto Valley to the east.

Lateral displacement and uplift of the region have occurred on a series of major, northwest-trending faults which are thought to be related to the regional tectonic framework. These faults include the San Jacinto Fault zone located approximately 1 mile to the northeast, the San Andreas Fault zone located approximately 11 miles to the northeast, and the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located within an Alquist Priolo Earthquake Studies Zone for fault rupture hazard.

Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto fault zone located to the southeast. Based on prior investigation of the Reche Canyon and Hemet-San Jacinto faults, the Casa Loma fault may be considered as active.

The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

4.2 Local Geology

Locally, the site is underlain by at least 50 feet of recent alluvial deposits consisting of slightly moist to very moist, loose to medium dense, soft to very stiff, slightly clayey silts, sandy silts, clayey silts, silts, and fine to medium sands.

The in-situ dry density of the encountered soils varied from approximately 93 pounds per cubic foot (pcf) to 120 pcf. The measured in-situ moisture contents varied from approximately 1.7 to 18.3 percent.

The exploratory boring logs are presented in **Appendix B**. The exploratory boring locations are shown on **Plate 1**. The laboratory test results of the in-situ soils are presented in **Appendix C**.

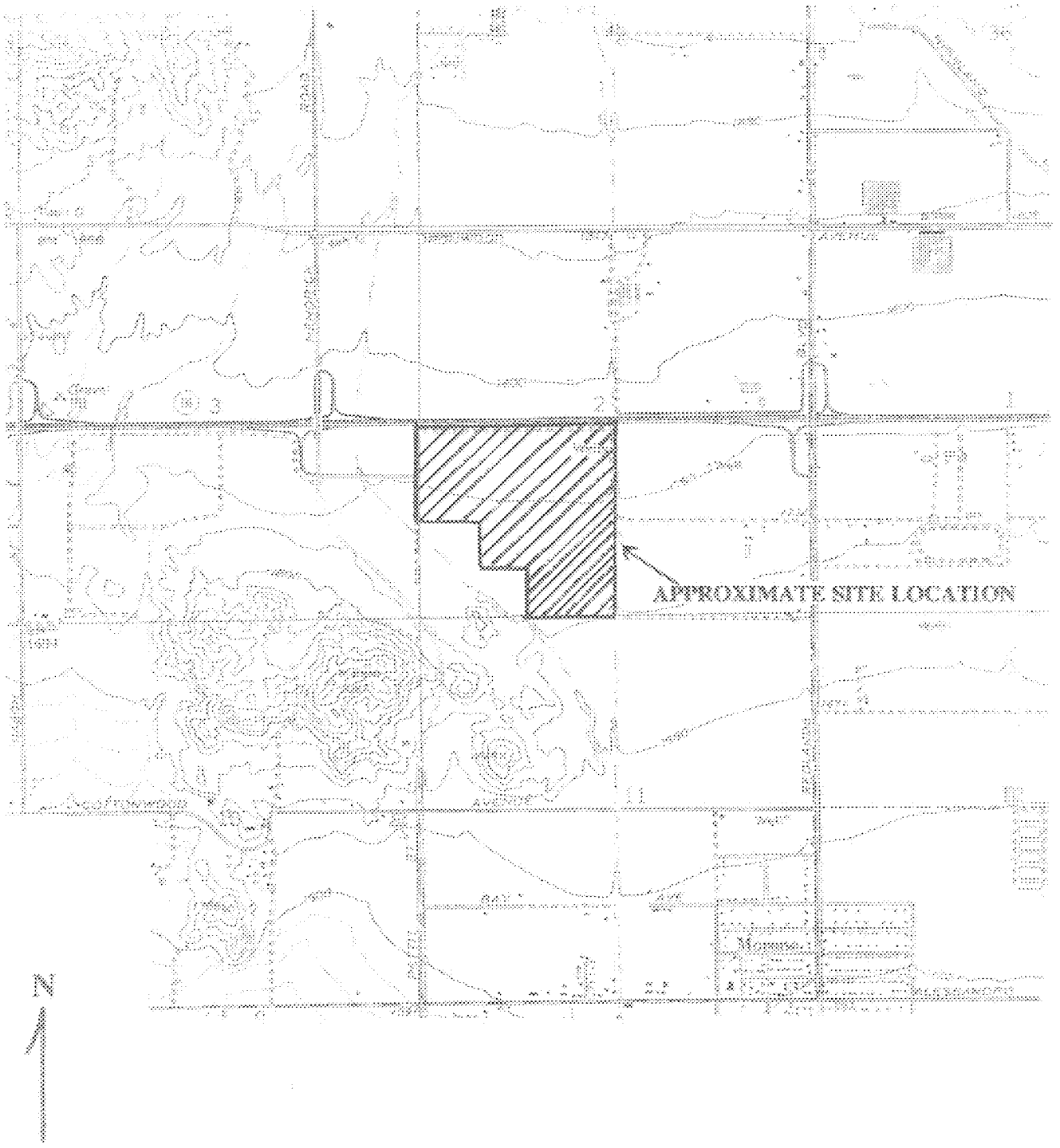

Scale: 1" = 2,000'

References: U.S.G.S., 1967, PR 1980, Sunnymead, California Quadrangle, 7.5 Minute Series

LOCATION MAP - 130± Acres, Near the Intersectin of Pettit Street and Highway 60, City of Moreno Valley, California

Project No. 03-406-geo	*DATE: January 2004*	*FIGURE 1*

5.0 SEISMICITY

5.1 Regional Seismicity

The site is located in a region of generally high seismicity which includes essentially all of southern California. During the design life-span of the project, the site is expected to experience ground motions from earthquakes on regional and/or local causative faults.

The site is located within Seismic Zone 4, which can be related to an "effective" peak acceleration of 0.40g, or a peak acceleration of 0.60g.

5.2 Ground Rupture

A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**.

5.3 Liquefaction

Soil liquefaction is the loss of soil strength due to increased pore water pressures caused by a significant ground shaking. Liquefaction typically consists of the re-arrangement of the soil particles into a denser condition resulting, in this case, in localized areas of settlement, sand boils, and flow failures. Areas underlain by loose to medium dense soils where groundwater is within 40 to 50 feet of the surface are particularly susceptible when subject to ground accelerations such as those due to earthquake motion. Groundwater at the site is greater than 50 feet is depth; therefore, the potential of liquefaction affecting site development may be considered as low.

5.4 Geologic Lineament Analysis

For this investigation, a geologic lineament analysis was performed. This analysis included review of the referenced aerial photographs pertinent to the site. Based on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed.

The site and surrounding areas have been farmed for over 50 years. Aerial photographs were not available prior to the observed farming activities. Therefore, the use of aerial photographs to evaluate geologic lineaments in the vicinity of the site was limited.

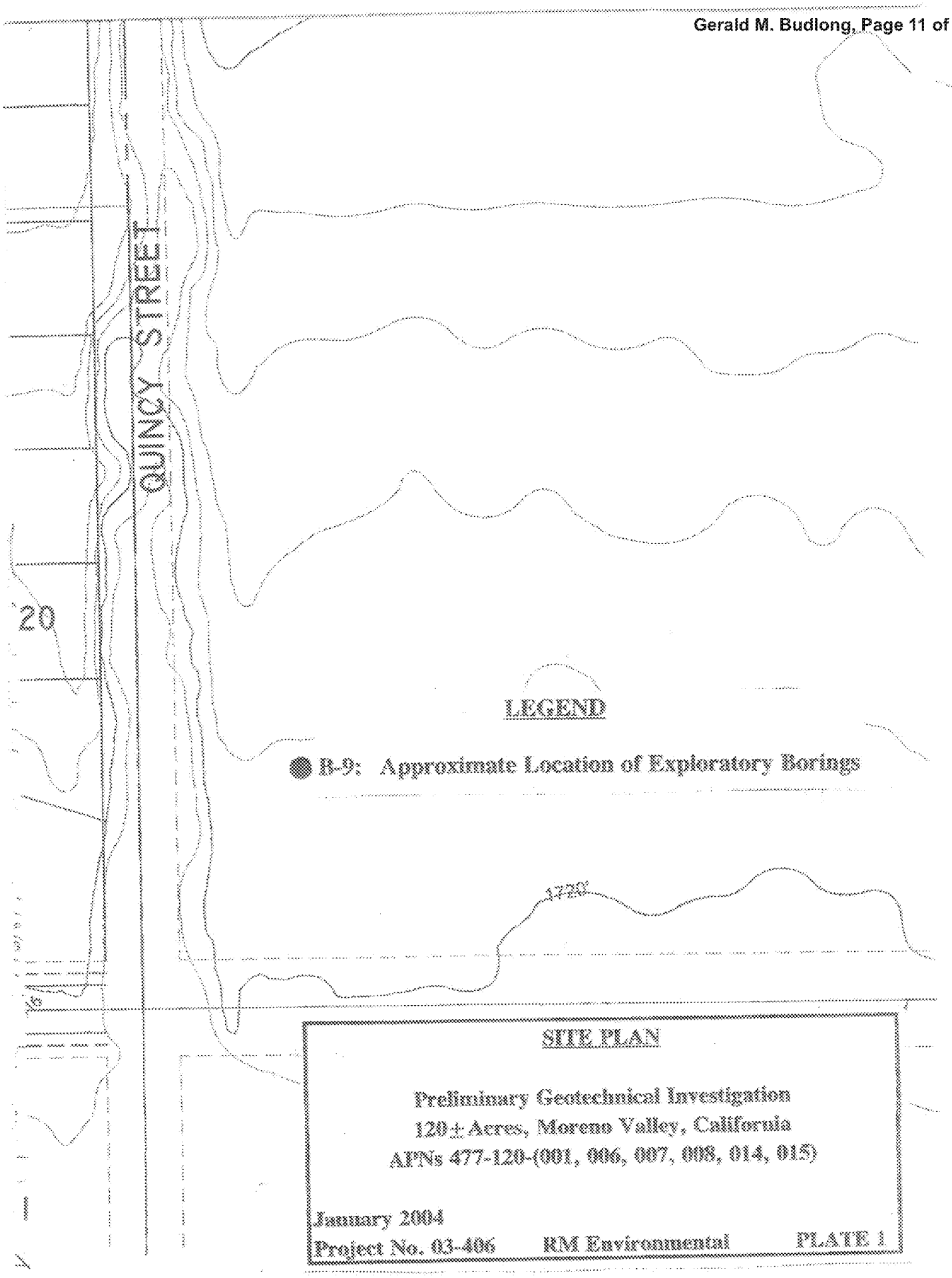

SITE PLAN

Preliminary Geotechnical Investigation
120± Acres, Moreno Valley, California
APNs 477-120-(001, 006, 007, 008, 014, 015)

January 2004
Project No. 03-406 RM Environmental PLATE 1

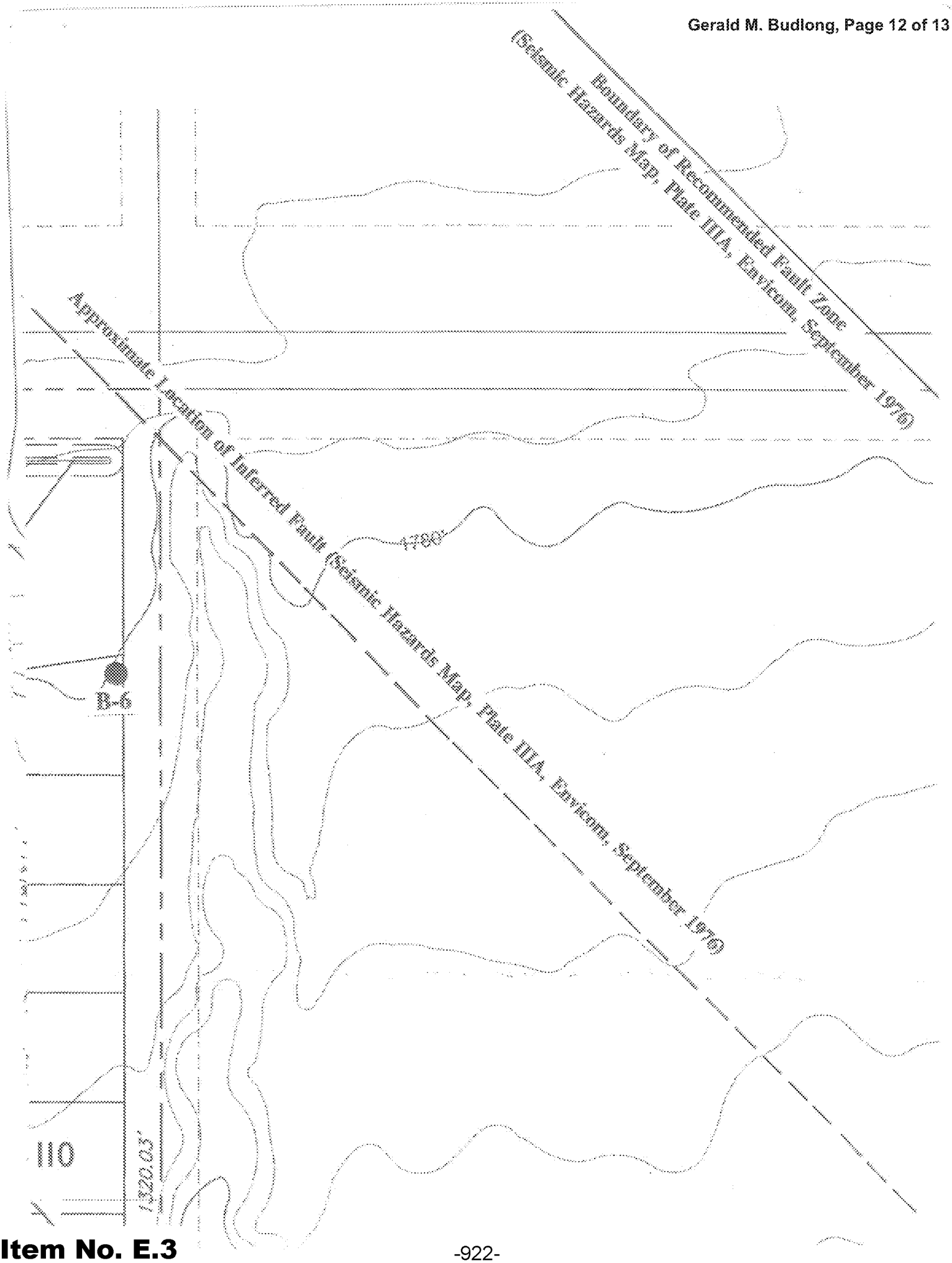
Boundary of Recommended Fault Zone
(Seismic Hazards Map, Plate IIIA, Earthcon, September 1976)
Approximate Location of Inferred Fault (Seismic Hazards Map, Plate IIIA, Earthcon, September 1976)
1780'
B-6
110
1320.03'

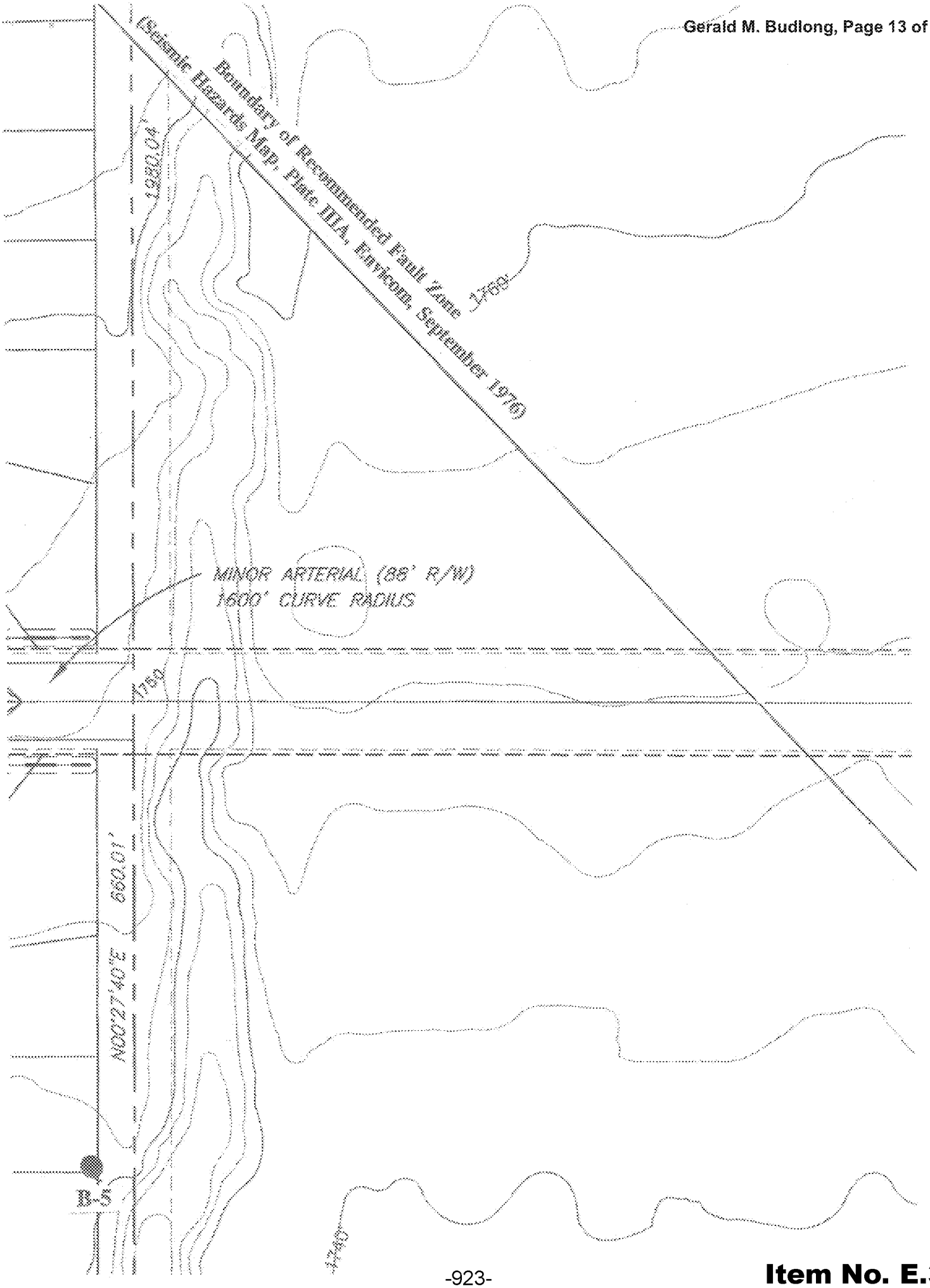
Boundary of Recommended Fault Zone
Seismic Hazards Map, Plate IIIA, Harlsom, September 1976
1920.04'
1769'
MINOR ARTERIAL (88' R/W)
1600' CURVE RADIUS
1760
660.01'
N00°27'40"E
1740

Item No. E.3

GERALD M. BUDLONG
CITY OF MORENO VALLEY ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD MEMBER

Letter dated December 2, 2010

Response GB-1

The process of reproducing maps and plans at the size required for inclusion in the Draft EIR generally involves a substantial reduction from larger source documents. Where feasible, distances are indicated within the Draft EIR's illustrations; however, for accurately scaled plans, the reader is referred either to the document's Technical Appendices, or to full-sized copies of plans and maps available at the City of Moreno Valley Planning Department.

Response GB-2

The commentor correctly describes the Project Geotechnical Investigation (prepared by Southern California Geotechnical in January 2007, and included in its entirety as Draft EIR Appendix H), and its scope of services, which included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide recommendations in regard to building design criteria, site preparation, and construction. The Project Geotechnical Investigation was not intended to provide an environmental evaluation of the Project site; rather, the Phase I Environmental Site Assessment (Project ESA), included in Draft EIR Appendix I, addresses other environmental conditions affecting the Project site.

Both the Project ESA and the Geotechnical Investigation reference a fault study for a portion of the Project site that was prepared prior to the proposed Project application. The *Preliminary Geotechnical Investigation and Fault Study for the Proposed 31-1/2-Acre Residential Development, South of SR-60 and West of Redlands Boulevard, Assessor's Parcel Numbers 477-120-004 and 477-120-005, Moreno Valley, California (Project No. I05876-10)* was prepared by LGC Inland, Inc. (LGC) on September 12, 2005. The LGC Fault Study

states that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." A detailed fault study was not prepared, because it was determined unnecessary based upon Southern California Geotechnical's review of the LGC Fault Study along with other mapping of the Project site (detailed in the following Response GB-4), and their on-site reconnaissance, which found no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas).

Response GB-3

The LGC report is available through the Lead Agency (a copy is available at the Planning Department), and was considered incorporated by reference into the Project Geotechnical Investigation. As discussed in the preceding Response GB-2, because no evidence of faulting or other geologic hazard was identified in this report, it was not determined necessary for inclusion.

Response GB-4

In addition to the LGC report referenced in the preceding Responses GB-2 and GB-3, several geologic maps were used as points of reference in the preparation of the Project Geotechnical Investigation. These include the following:

- Geologic Map of the Sunnymead 7.5' Quadrangle, Riverside County, California, by Douglas M. Morton and Jonathan C. Matti, 2001;
- Geologic Map of the Sunnymead/South ½ of Redlands Quadrangles, San Bernardino and Riverside County, California, by Thomas W. Dibblee, Jr., 2003;
- Alquist-Priolo Earthquake Fault Zones Map of the Sunnymead Quadrangle; and
- Riverside County Land Information System – Fault Zone Map.

Copies of these maps are included on the following pages for ease of reference, and have also been incorporated in Final EIR Section 2.0, Revisions and Errata.

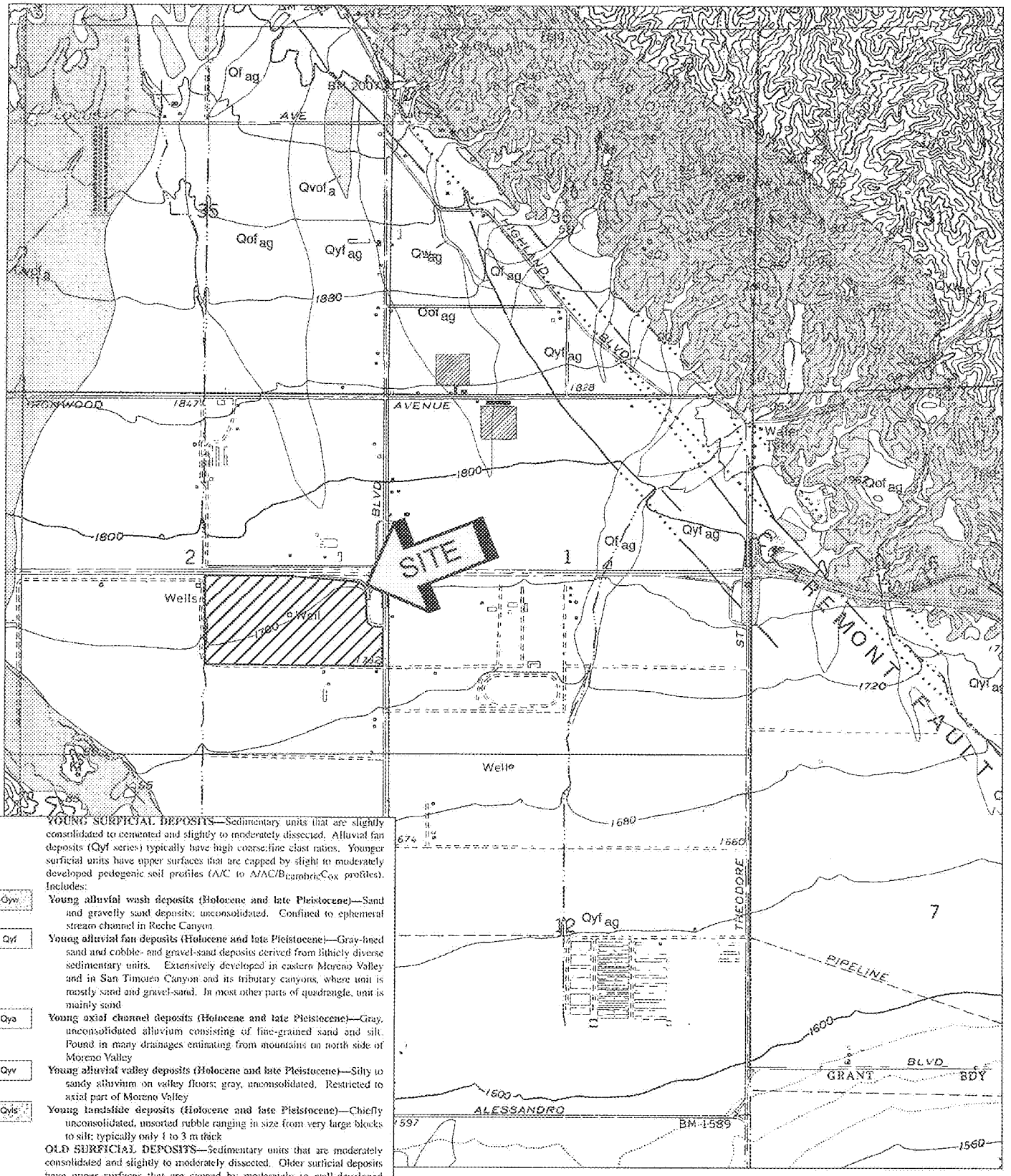

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to A/AC/$B_{cambric}C_{ox}$ profiles). Includes:

Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.

Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.

Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.

Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.

Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils (A/AB/B/C_{ox} profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

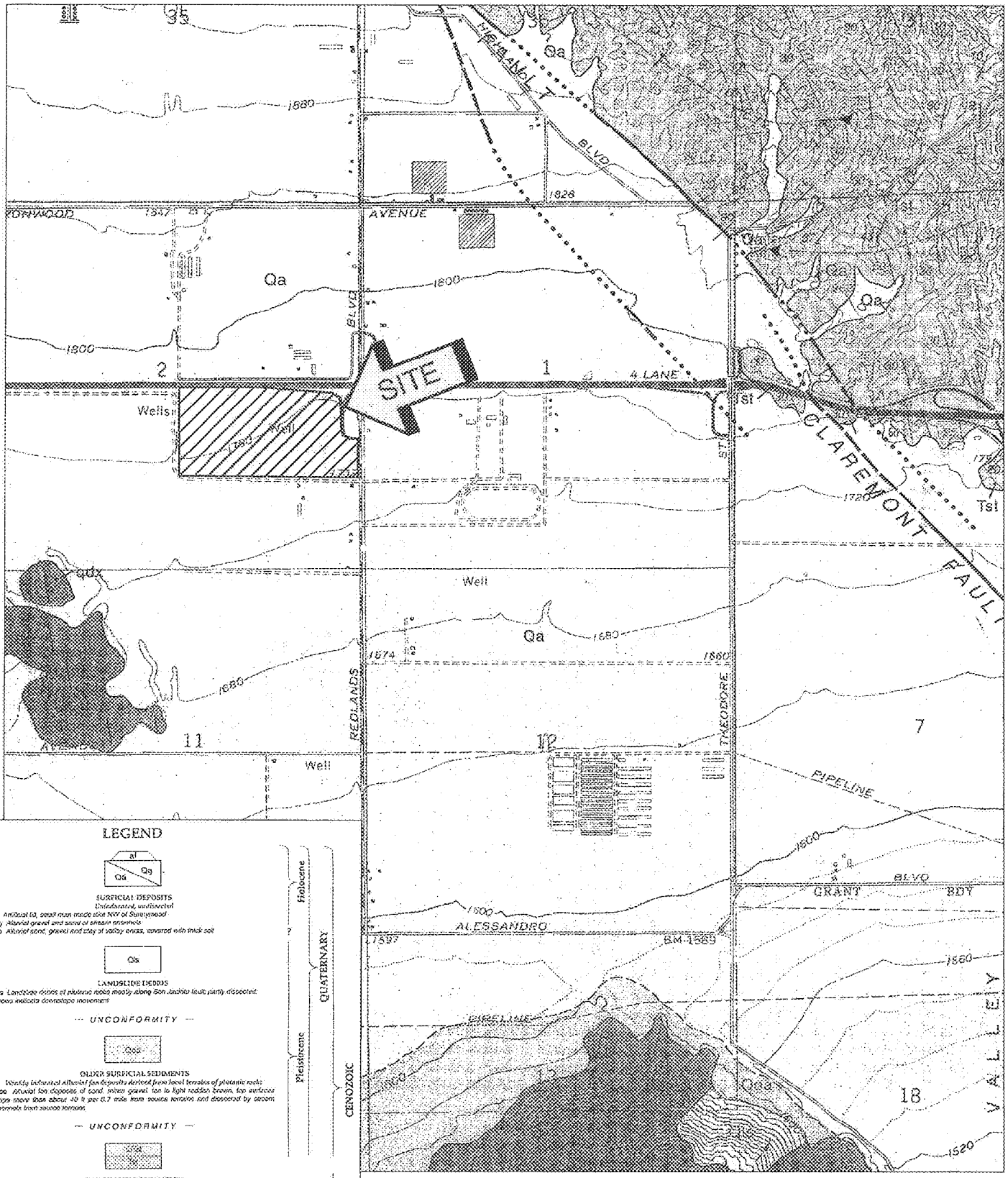

LEGEND

SURFICIAL DEPOSITS
Unconsolidated, undissected

af Artificial fill, small mass made due NW of Sunnymead

Qg Alluvial gravel and sand of stream channels

Qa Alluvial sand, gravel and clay of valley areas, covered with thick soil

LANDSLIDE DEBRIS

Qls Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement

— UNCONFORMITY —

OLDER SURFICIAL SEDIMENTS

Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:

Qoa Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, top surfaces slope more than about 40 ft per 0.7 mile from source terrains and dissected by stream channels from source terrains

— UNCONFORMITY —

SAN TIMOTEO FORMATION

(San Timoteo beds of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1951), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); whole part referred to be of Pliocene age (Morton and Matti, 2001)

QTsa Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone, tentatively (?) overlain by Qoa in this quadrangle

Tst Main part (pebble part of Morton and Matti, 2001), lithologically similar to upper part; within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle

Holocene	QUATERNARY	CENOZOIC
Pleistocene	QUATERNARY	CENOZOIC
Pliocene	TERTIARY	CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00111442

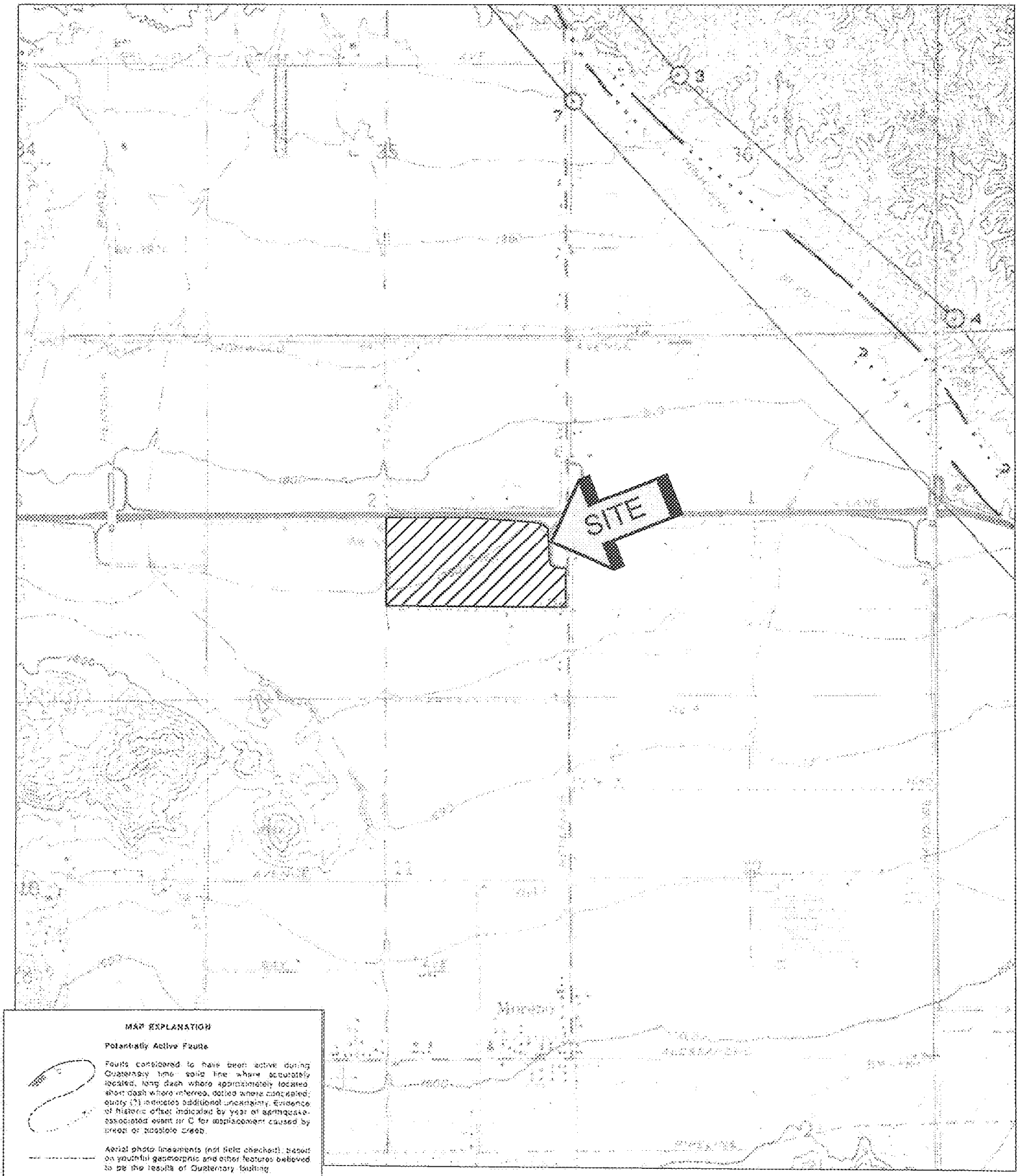

MAP EXPLANATION

Potentially Active Faults

Faults considered to have been active during Quaternary time: solid line where accurately located, long dash where approximately located, short dash where inferred, dotted where concealed; query (?) indicates additional uncertainty. Evidence of historic offset indicated by year of earthquake-associated event or C for displacement caused by creep or possible creep.

Aerial photo lineaments (not field checked), based on youthful geomorphic and other features believed to be the result of Quaternary faulting.

Special Studies Zone Boundaries

These are delineated as straight-line segments that connect consecutively numbered turning points so as to define one or more special studies zone segments.

Seaward projection of zone boundary

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'	
DRAWN: DRK CHKD: JAS	
SCG PROJECT 09G285-2	
PLATE 3	

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00111443

FAULT ZONES
03/15/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00111444

Response GB-5

As noted on Page 9 of the Project Geotechnical Investigation (Draft EIR Appendix H), "The 1997 UBC/2001 CBC Design Parameters have been generat[ed] using UBCSEIS, a computer program published by Thomas F. Blake (January 1998)." It is assumed that the fault parameters were not available for the Casa Loma fault at the time the UBCSEIS program was published.

It may be noted that the building code has changed since the Project Geotechnical Investigation was issued. New development must now be designed in accordance with the requirements of the incumbent edition of the California Building Code (CBC). The CBC provides procedures for earthquake resistant structural design that includes considerations for on-site soil conditions, occupancy, and the configuration of the structure including the structural system and height. The seismic design parameters are based on the soil profile and the proximity of known faults with respect to the subject site. The 2007 CBC Seismic Design Parameters are now generated using *Earthquake Ground Motion Parameters*, a software application developed by the United States Geological Survey (USGS). This software application, available at the USGS website, calculates seismic design parameters in accordance with the 2007 CBC, utilizing a database of deterministic site accelerations at 0.01 degree intervals. Since the UBCSEIS is no longer used to calculate the seismic design parameters for the proposed development, it is not considered relevant that the Casa Loma fault is not listed in the UBCSEIS database.

Please refer to the following Response GB-7 in regard to the referenced Preliminary Geotechnical Investigation for the property westerly adjacent to the Project site, prepared by RM Engineering.

Response GB-6

Please refer to the geologic maps referenced as part of the preceding Response GB-4.

Response GB-7

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering (RME) is acknowledged. The site addressed by this report is located westerly adjacent to the Project site. Although RME recommended that a fault investigation be conducted prior to development within the portion of the site within the zone designated by the Riverside County Seismic Safety Element (Envicom, 1976), RME provided no data or evidence that an active fault was located on the site or adjacent sites. In fact, RME performed a geologic lineament analysis and concluded (on Page 6 of the referenced report) that, "[b]ased on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed." The recommendation by RME to perform a fault study was solely based on the Envicom report.

As referenced in the Project Geotechnical Investigation, Southern California Geotechnical reviewed the LGC report referenced in the preceding Response GB-2. LGC performed a fault study in the southeast portion of the Project site. The fault trench was approximately 400 feet in length and trended S48W (perpendicular to the projection of the nearest faults). The trench was excavated to a maximum depth of approximately 14 feet. LGC stated that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." It should also be noted that no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas) were observed on the subject site at the time of the original geotechnical investigation. In addition, the two geological maps presented as part of the preceding Response GB-4 (Plates 1 and 2) indicate that the closest fault to the subject site is the Claremont Fault Section of the San Jacinto Fault Zone, located 3,700 feet northeast of the site. The mapped active portion of the Casa Loma fault is located approximately 4.5 miles southeast of the Project site.

The Project site is not located within an Alquist-Priolo Earthquake Fault Zone (Plate 3), nor is it located within a Riverside County designated fault zone (Plate 4). Based on

information from the previous LGC report and published geologic maps, it is not considered likely that the Casa Loma fault, located more than four miles southeast of the Project site, would cause on-site surface rupture.

Response GB-8

Applied Planning utilized the Project-specific Geotechnical Investigation provided in the Draft EIR, and its assessment of on-site conditions.

Response GB-9

As detailed in the preceding Response GB-7, despite the commentor's assertions to the contrary, as documented in the Project-specific Geotechnical Investigation, there is no indication that the Project building footprint will overlay any active fault, nor is there evidence of potential fault rupture.

Response GB-10

The Draft EIR's description of major scenic resources is focused primarily on those views that would be potentially affected by the Project. It may be noted that, on Draft EIR Page 4.9-3, the reader is referred to Draft EIR Figure 4.9-1, which is based on an exhibit from the Moreno Valley General Plan. This figure does indicate views of the San Jacinto Wildlife Preserve among the City's major scenic resources. As can also be seen from this figure, the San Jacinto Wildlife Area is located approximately 3.5 miles to the southeast of the Project site. Although not identified in the illustration, the California Department of Fish and Game (http://www.dfg.ca.gov/lands/wa/region6/sanjacinto/maps.html) identifies Mystic Lake as being located adjacent to the eastern boundary of the San Jacinto Wildlife Area.

Response GB-11

As noted on Draft EIR Page 4.9-3, Figure 4.9-1 is the Draft EIR is a reproduction of Moreno Valley General Plan Figure 5.11-1, and as such, reflects the labeling used in the General Plan.

Response GB-12

The Draft EIR acknowledges, on Page 4.9-10, that the Project site lies within an established view corridor adjacent to the SR-60, and that SR-60 has been locally designated in the Moreno Valley General Plan as a scenic route. Primarily on this basis, the Project was found to have a substantial adverse effect on a scenic vista, which is considered a significant and unavoidable impact. The CEQA thresholds differentiate effects on a "scenic vista" from potential impacts to "scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway." Although SR-60 has not been designated as a "State scenic highway," its local importance has been acknowledged in the Draft EIR.

Response GB-13

The Draft EIR acknowledges that the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact.

Response GB-14

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering is acknowledged.

From: Rachel Lopez [rachel.lopez@ccaej.org]
Sent: Monday, December 06, 2010 2:19 PM
To: Jeffrey Bradshaw
Subject: Project Description 105-131
Environmental Impact Analysis 132-135

Land Use and Planning 136-169

Air Quality 261-372

Noise 373-401

This is in response to the Project # 105-131.

Mitigations for the cumulative exposure from projects that have already been approved and those that are in the process of being will have a significant effect on traffic and diesel exposure to residents within the impacted area and fall short of lowering the impacts to residents in close proximity of these projects. How can you mitigate this to include the other projects impacts. CCA-1

The Environmental Impact Analysis does not indicate or give a true picture of projected truck trips taking into account the other projects and the new Sketchers project. What types of mitigation are being initiated for these projects when they reach full capacity and are taken into account. The noise impacts to the surrounding community and its residents must also be mitigated especially with the additional projects that are in the planning process. What will those mitigations look like on a cumulative level. CCA-2

There must be in the mitigation of this project stipulations from the projected/future tenants that only 2010-compliant truck fleet cleanest trucks be allowed into the facility and create incentives or a schedule to phase in a clean truck fleet. The project should also consider other alternatives which might be to consider alternatives such as a portion of the fleet might be retrofitted or repowered and be phased in over a period of time which could reduce the air quality health risks and may be more economically feasible. CCA-3

Cumulatively Significant and Unavoidable for PM10, PM2.5, VOC and NOx exceedances; and long term VOC and *NO exceedances* this phrase is repeated several times in the Draft EIR we must not continue to approve projects in our communities that continue to impact our residents with health risks that can be avoidable with mitigation that should be implemented even before projects are proposed for review. The fact that we see unavoidable and significant in the EIRs is great concern that these projects will continue to be approved with overriding considerations or approved regardless of the impacts to existing or future residents. CCA-4

There are designated proposed residential projects being proposed along side these industrial facilities with no significant buffer areas dedicated. The SCAQMD and the Air Resources board indicate a buffer zone of not less than 1,000 ft. between a sensitive receptor and a diesel source. These issues must be addressed and mitigated with what ever means are available to the lowest levels possible with **sufficient buffer zones of not less than 1,000** to lessen those impacts. The DEIR have buffers of 250 or 300 how can the developer include/mitigate buffer zones of 1,000 ft. CCA-5

Rachel Lopez

Community Organizer

Center for Community Action and Environemtal Justice

Centro de Accin Comunitaria y Justicia Ambiental

Office - 951-360-8451 / Fax - 951-360-5950

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CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE
RACHEL LOPEZ

Email Dated December 6, 2010

Response CCA-1

The commentor expresses concern regarding the cumulative effects of the Project's contributions to impacts from traffic and diesel emissions when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 discrete related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis"). Additionally, the cumulative analysis reflects generalized disaggregated regional growth not otherwise attributable to specific development proposals.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response CCA-2

As noted in the preceding Response CCA-1, the Draft EIR did consider the effects of cumulative projects including potential cumulative truck trips, including the Highland Fairview ("Skechers") project.

With specific regard to truck traffic, estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor. Vehicular noise impacts from all Project and cumulative traffic are also addressed in the DEIR, and are determined to be less-than-significant. Please refer to DEIR at Pages 4.4-21 through 4.4-23; and 5-14 through 5-17.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour intersection passenger car equivalent (PCE) traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of

mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the

required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

Mitigation that addresses identified cumulative impacts was provided in the Draft EIR, and has been incorporated in the Project's Mitigation Monitoring Program, included in Final EIR Section 4.0. It is further noted that other development projects are required to address their own specific impacts, and projects subject to CEQA EIR mandates are also required to address cumulative impacts. In this regard, cumulative impacts are likely

overstated as these estimated impacts do not necessarily reflect or assume mitigation applied by other projects within the affected cumulative impact area.

Response CCA-3

The commentor expresses concern about emissions from diesel trucks associated with the Project. Mitigation Measure 4.3.13 has been revised to incorporate the following requirement.

> ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
>
> ***• Use of fleet vehicles conforming to 2010 air quality standards or better.***

These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

Response CCA-4

The commentor correctly reflects the Draft EIR's finding that the Project would have a cumulatively significant air quality impact in regard to the referenced criteria pollutant exceedances (temporary construction-related PM_{10}, $PM_{2.5}$, VOC and NOx exceedances; and long-term operational VOC and NOx exceedances). The commentor's opinions regarding the possible approval of the Project with overriding considerations will be forwarded to decision-makers for their consideration.

Response CCA-5

As acknowledged in the Draft EIR (Pages 4.1-7 through 4.1-9), currently undeveloped properties to the south of Fir (future Eucalyptus) Avenue, and to the west of the Quincy Channel are designated for residential uses. Despite the commentor's assertion to the

contrary, the City has no currently active proposals for residential development on any parcels adjacent to the Westridge Commerce Center Project site.

The 1,000 foot buffer zone referenced by the commentor has been offered by the California Air Resources Board as a planning guideline, to be implemented in cases where site-specific analysis has not been conducted.[4] In the case of the Westridge Commerce Center Project, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

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[4] Please refer to the CARB *Air Quality and Land Use Handbook: A Community Health Perspective,* April 2005, Page ES-2, at the following website: http://www.arb.ca.gov/ch/handbook.pdf.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24-hour exposure for a 30- or 70- year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

From: Paul Claxton [paul1960@verizon.net]
Sent: Sunday, December 05, 2010 10:02 AM

To: Jeffrey Bradshaw

Subject: Moreno Valley Warehouses/Ridge Project

I am concerned about the efforts to rush into construction the millions of square feet worth of warehouses in the east end of Moreno Valley. These projects can do nothing positive to the natural environment of the area. My biggest concern is turning Moreno Valley into another Ontario with hundreds of diesel trucks lumbering down our roads spewing pollution, creating noise, and traffic. That additional traffic will add to commute times creating additional pollution. The 60 freeway east of this project is not contusive to big rig traffic. I've been a resident here for just nine years and I intentionally bought on the more rural east side to avoid the traffic of the 215 freeway. This project drives a stake into the heart of the city. I'm planning on leaving to seek a better managed city. PC-1

Paul Claxton
Moreno Valley CA

PAUL CLAXTON

Email Dated December 5, 2010

Response PC-1

The commentor's general concerns regarding the Project's location and the cumulative impacts of the Project when combined with other vicinity projects are noted. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A thorough discussion of the cumulative impacts is presented at Draft EIR Section 5.1.

Similarly, the commentor's generalized concerns regarding the increased traffic, air quality and noise impacts are discussed in the EIR. Specifically, traffic impacts are addressed in Draft EIR Section 4.2, air quality impacts at Draft EIR Section 4.3 and noise impacts at Draft EIR Section 4.4.

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

COMMENTS AND QUESTIONS REGARDING THE DEIR AND LAND USEAGE IN GENERAL FOR WESTRIDGE COMMERCIAL CENTER, A.K.A. "THE RIDGE PROJECT"

Stephen Crews, Moreno Valley, CA

1. It is evident from current zoning, that lands designated commercial south of SR60, from Moreno Beach Dr. to Redlands Blvd., including land devoted for the Westridge Center, do not extend southerly for a great distance, and thus any commercial development there is not intended as a part of an extensive commercial region. In fact, for this reason, it appears this land serves as a buffer for the residentially zoned areas to the south. Thus, it is incumbent on planners and developers to ensure that properties developed in these commercially zoned areas are in keeping with aesthetics, appearance, landscape, geographic culture, and the sentiments of future residents of the predominant land use in the area, residential. This warehouse structure, with its massive edifice and size could not possibly conform to nor compliment Rancho Belago, "the land of ranches and lakes". SCR-1

   Has any consideration been given to the degradation of future residential developments in the area by the construction of an eyesore across the street?

2. One can only presume that there is a cumulative effect of air pollution from SR60, diesel trucks on the site of Westridge, and those travelling on nearby surface streets, as well as these types of contributors to air pollution from future similar developments along the freeway, and that this would have a deleterious effect on the health of citizens residing in residential neighborhoods. SCR-2

   Has this been taken into consideration, and wouldn't it be advisable to restrict commercial land use to less concentrated populations of heavy polluters, such as diesel trucks?

3. **The proposed project sits on the mouth of the entrance into the badlands heading east on SR 60, a highway that is essentially a rural route at this point, and one that is treacherous for traffic. At what point does the added introduction of truck traffic become dangerous? The route on SR60 west is extremely congested and practically at a standstill, caused by the incompletion of recent freeway construction, growth, and lack of capacity. At what point does the introduction of further truck traffic become untenable?** SCR-3
4. **The local surface roads and overpasses servicing the area of the project are dilapidated and are residential in nature. Will roads be brought up to standards, and who will pay for the inevitable degradation of heavy wear trucks cause on roads, with the potential of harm to automobile motorists?** SCR-4

STEPHEN CREWS

Letter Dated December 6, 2010

Response SCR-1

The commentor expresses an opinion regarding the land use designations (and the conformation of the proposed Project with the intent of those designations) of the properties located south of the SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

The commentor also expresses concern regarding the consideration of nearby residential uses. It is assumed that, in this instance, the commentor is referring to aesthetic consideration. Indeed, the Draft EIR contains a detailed analysis of the Project's aesthetic attributes and impacts within Section 4.9. Specifically, the analysis examined whether the Project would:

- Have a substantial adverse effect on a scenic vista;
- Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway;
- Substantially degrade the existing visual character or quality of the site and its surroundings; or
- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

As supported by the analysis, the Project would obstruct views of off-site scenic resources, and would therefore have a substantial adverse effect on a scenic vista. This is a significant and unavoidable impact. All other potential aesthetic impacts of the

Project were determined to be less-than-significant. The commentor is also referred to Figures 4.9-2 through 4.9-8 of the Draft EIR, which illustrate line of sight and view simulations of the Project.

Response SCR-2

The commentor expresses concern regarding the cumulative effects (air pollution) of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, eleven (11) distinct related projects were included within the Draft EIR cumulative analysis.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Cumulatively significant air quality impacts are summarized at DEIR Page 1-18, 1-19 and are discussed at DEIR pages 5-12 through 5-14.

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

Response SCR-3

The commentor characterizes location of the Project "on the mouth of the entrance into the badlands heading east on SR-60." Location of the Project and proximity of the badlands are noted in the Draft EIR:

> 3.2 PROJECT LOCATION AND BOUNDARIES
>
> The Project site is located in the eastern portion of the City of Moreno Valley, in western Riverside County. Please refer to Figure 3.2-1, "Regional Location." The Project will be developed within a 54.66-acre site, which is located near the SR-60/Redlands Boulevard interchange. The site is bounded by SR-60 to the north, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east. Please refer also to the Project site aerial, Figure 3.2-2, "Project Vicinity" (Draft EIR Page 3-1).
>
> General Plan Final EIR Figure 5.11-1, "Major Scenic Resources," reproduced in this Draft EIR as Figure 4.9-1, indicates the Project site is located along the SR-60 scenic corridor. The Badlands area, located approximately one mile to the north, and the Mount Russell foothills and associated rock outcroppings, located approximately two miles southerly of the site (Draft EIR Page 4.9-3).

The commentor offers that SR-60 "is essentially a rural route at this point, and one that is treacherous for traffic."

Existing and programmed SR-60 configurations proximate to the Project are accurately and appropriately described in the EIR:

Regional Access

State Route 60 (SR-60), adjacent to the Project site's northerly boundary, provides regional access to the subject property and vicinity. Connection to SR-60 is provided via Redlands Boulevard, located less than one-quarter mile east of the Project site. The Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. These interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. As demonstrated in the analysis presented in this Section, with implementation of the improvements identified subsequently (and in the Project TIA, EIR Appendix B),the existing rural interchange at Redlands Boulevard and the SR-60 will accommodate existing and anticipated future traffic, including Project-related traffic, at Opening Year and beyond. The upgrade of this interchange is included as part of the regional Western Riverside County TUMF improvement program.

The commentor provides no supporting evidence indicating any substantive potential safety concerns along the segment of SR-60 proximate to the project site. Moreover, Caltrans, the Responsible Agency for actions and projects affecting SR-60, has not suggested or indicated any significant safety issues for this segment of highway (Draft EIR, Page 4.2-8).

In response to the commentor's concerns regarding traffic on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these

impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

The commentor also provides opinions regarding traffic and safety along SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

Response SCR-4

The commentor expresses concern regarding the nature and condition of vicinity roadways. Section 3.0, "Project Description" of the Draft EIR includes a complete list of roadway improvements to be implemented by the Project. Roadway improvements to be implemented by the Project prior to issuance of the first Certificate of Occupancy are summarized below:

- Fir Avenue (future Eucalyptus Avenue) will be constructed to its ultimate half-section width (one-half of 104-foot right-of-way section improvements pursuant to City Standard No. 104B) as an arterial roadway from the westerly Project boundary, extending to Redlands Boulevard to the east. Signalization and turn lane improvements will be provided at the intersection of Fir Avenue (future Eucalyptus Avenue) at Redlands Boulevard consistent with City standards and requirements. At the westerly terminus of Fir Avenue (future Eucalyptus Avenue), full cul-de-sac improvements will be provided to allow for vehicle turnaround.

- An auxiliary lane along the westerly side of Redlands Boulevard will be constructed between Fir Avenue (future Eucalyptus Avenue) and the SR-60 eastbound off-ramps.

- The proposed public street (Street "A") at the Project's easterly boundary will be constructed to its ultimate half-section width (one-half of 78-foot right-of-way section improvements pursuant to City Standard No. 106) as an industrial collector roadway from the proposed northern terminus of the road to Fir Avenue (future Eucalyptus Avenue) in conjunction with development. Full improvements will be provided at the cul-de-sac "bulb" to allow for vehicle turnaround.

All roadway improvements proposed by the Project will conform with City engineering standards thereby reducing future maintenance responsibilities for these improvements. The Project will contribute fees and tax revenues to the City that may be directed to the repair and maintenance of area roads.

More specifically, the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements.

FRIENDS OF THE NORTHERN SAN JACINTO VALLEY
P.O. Box 9097
Moreno Valley, CA 92552-9097
www.northfriends.org

6 December 2010

Via e-mail: Jeffreyb@moval.org

Mr. Jeff Bradshaw, Associate Planner
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552-0805

Dear Mr. Bradshaw:

Re: Westridge Commerce Center Draft Environmental Impact Report (DEIR)—State Clearing House Number 2009101008

The Friends of the Northern San Jacinto Valley are a local conservation group dedicated to preserving and protecting the Northern San Jacinto Valley, the San Jacinto Wildlife Area, and Mystic Lake. We are a 501(c)(3) organization. Since 1991, we have sponsored monthly nature walks at the wildlife area, reviewed and commented on numerous environmental documents, attended community events to share information about the wildlife area, and we have a long history of supporting public land acquisition at the San Jacinto Wildlife Area.

We have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center and are very discouraged by the poor quality of the environmental document. To a great extent, the Draft EIR presupposes that the Moreno Valley Planning Commission and City Council will adopt a statement of overriding consideration for a number of the identified project impacts. This erroneous presumption allows the preparer of the California Environmental Quality Act (CEQA) document, Applied Planning, Inc., to avoid necessary consideration of feasible mitigation measures and to avert meaningful consideration of project alternatives to reduce or avoid significant environmental impacts. The Draft EIR incorrectly asserts that the following significant project impacts are unavoidable and the City's only prerogative is to make CEQA findings of overriding consideration. FNSJ-1

Aesthetics - Loss of Scenic Vista: Perhaps the most spectacular scenic vista from within the City of Moreno Valley is the view of Mystic Lake with the San Jacinto Mountains in the background which motorists can see while traveling east on Highway 60. This project proposes to block this scenic vista with the side of a warehouse building and summarily omits from consideration potential mitigation measures and a project alternative (Alternative Site) FNSJ-2

capable of avoiding or minimizing this aesthetic impact. The project proponents have the ability to buy land anywhere for this warehouse which will not be built until the have a tenant and this makes feasible several mitigation opportunities to avoid or lessen the loss of a scenic vista this project will incur. The pad level of the warehouse buildings is proposed to be 25 feet below the grade of Highway 60. *A project design mitigation measure limiting the building height to 25 feet would preserve the present scenic vista from the highway.* In our view, other building design mitigation measures are feasible and can be incorporated into the project to avoid or minimize the loss of this scenic resource. FNSJ-2 (cont'd)

Agriculture - Loss of Farmland of Local Importance: The Project will convert Farmland of Local Importance to nonagricultural uses and these losses will be cumulatively significant. The Draft EIR fails to consider mitigation for the loss of agricultural land this project will incur and merely dismisses mitigation measures included in the City's General Plan intended to stem the loss of agricultural land. Preservation can be a feasible means of reducing or eliminating the impact of agricultural land loss. The City's General Plan indicates agricultural lands subject to conversion can be mitigated through the purchase or transfer of development rights or the purchase of conservation easements. We believe the Loss of Agricultural lands of Local Importance must be thoroughly discussed and mitigated in the EIR. FNSJ-3

Air Quality: The project will generate long-term operational project emissions during operation that will exceed the South Coast Air Quality District's regional thresholds for a number of pollutants detrimental to community health. A recent Press-Enterprise newspaper article (September 11, 2008) indicates most of the cancer risk from Southern California air pollution is from diesel exhaust. The article also notes the Inland area still has the region's worst fine-particle pollution, which is linked to early deaths, heart attacks and, in children, stunted lung development. Diesel soot is the most toxic major ingredient of fine particle pollution. The Inland region is also recognized as having the worst ozone pollution, which causes nausea, fatigue and headaches, and aggravates asthma and other respiratory conditions. The project Draft EIR makes no attempt to mitigate or avoid these long-term operational emissions and instead asks the City Council to make findings of overriding consideration for this air quality impact. The Draft EIR fails to even consider feasible mitigation measures to reduce community exposure to these harmful long-term project pollutants. A feasible mitigation measure worthy of consideration would be for the developer and future warehouse tenant to commit to operating the facility with trucks equipped only with the latest air pollution abatement technology including diesel soot filters. Since Highland Fairview Corporate Center/Skechers project has been able to have 80% of all off-road heavy-duty construction equipment utilized during construction activity *certified as* CARB Tier III or better, your project and analysis must do at least as well. FNSJ-4

Climate Change and Greenhouse Gases: AB 32 requires that California's greenhouse gas emissions be reduced to 1990 levels by the year 2020. The Draft EIR indicates greenhouse gas emissions from the operation of the Westridge Commerce Center project will result in a significant and unavoidable impact to climate change because emissions will hinder or delay California's ability to meet the reduction targets contained in AB 32. The Draft EIR limits its consideration of emission reduction to on-site measures and will request the City Council make FNSJ-5

findings of overriding consideration for the project failure to achieve the reduction targets in AB 32. This approach is incorrect in that the CEQA analysis also needs to consider offsite mitigation remedies such as emission trading regimes and/or carbon sequestration to offset the emissions this project will generate. Given the urgency of climate change solutions, the project proponent's reliance on a finding of overriding consideration is misplaced. FNSJ-5 (cont'd)

THE EIR MUST ADEQUATELY ANALYZE AND MITIGATE AIR QUALITY IMPACTS

The EIR fails to adequately analyze and mitigate the significant impacts to air quality resulting from the project. Californians experience the worst air quality in the nation, with annual health and economic impacts estimated in at 8,800 deaths (3,000–15,000 probable range) and $71 billion ($36–$136 billion) per year (Cayan 2006). Ozone and particulate matter (PM) are the pollutants of greatest concern (maximum levels are about double California's air quality standards) and the current control programs for motor vehicles and industrial sources cost about $10 billion per year. In light of these underlying conditions it is critical that the air quality analysis be rigorous. The EIR is required to properly analyze the Projects' direct, indirect, and cumulative contribution to deteriorating air quality. FNSJ-6

A. SIGNIFICANT AIR QUALITY HAZARDS IN RIVERSIDE COUNTY

Riverside County has the dubious distinction of being one of the most polluted areas in the country. (American Lung Association 2005; American Lung Association 2008). The Project will directly result in an increase in construction emissions and vehicle trips per day which will increase the level of a broad number of criteria pollutants under the Clean Air Act. The Project will result in significant impacts to air quality that result from significant levels of emissions of Volatile Organic Compounds (VOCs), Nitrogen Oxides (NOx), Carbon Monoxide (CO), and Particulate Matter of 10 microns and 2.5 microns or less (PM10 and PM2.5). Increased diesel exhaust is particularly detrimental to long term human and lung health.

Ozone (O_3) is the chief component of the common pollutant known as "smog." Ozone is formed when emissions including reactive organic gases (ROG) and oxides of nitrogen (NOx) undergo photochemical reactions in sunlight and are transformed to O_3. Ozone irritates lung airways and causes inflammation much like a sunburn. Ozone causes wheezing, coughing, pain when taking a deep breath, and breathing difficulties during outdoor activities. The American Lung Association focuses on ozone as one of the most hazardous of the common air pollutants. (American Lung Association 2008). Repeated exposure to ozone pollution for several months may cause permanent lung damage. Children, the elderly, and those with respiratory problems are most at risk, but anyone who spends time outdoors may be affected. Even at very low levels, ozone triggers a variety of health problems including aggravated asthma, reduced lung capacity, and increased susceptibility to pneumonia and bronchitis. Ozone also interferes with the ability of plants to produce and store food, which makes them more susceptible to disease, insects, and weather, and damages the leaves of trees and plants, ruining the appearance of cities, national FNSJ-7

parks, and recreation areas. Ozone also reduces crop yields, and is, in fact, responsible for 98% of air quality related crop damage in California. A revised EIR must discuss the proposed project's production of ozone precursor emissions and the direct, indirect, and cumulative impact both on human health and on vegetation and wildlife habitat, especially habitat for threatened, endangered, and sensitive species.

Particulate matter (PM) is a category of pollutant which includes the respirable particles suspended in the the air. PM is classified into "coarse" particles, PM_{10}, or those under 10 microns in diameter, and "fine" particles, $PM_{2.5}$, or those under 2.5 microns in diameter, and comes from a variety of sources including diesel exhaust, windblown dust from agriculture and construction and motor vehicles. Because the human respiratory system's ability to filter out harmful particles decreases as particles size decreases, the smallest particles lodge deepest in the lungs and are especially dangerous. PM can contain at least 40 toxic chemicals including heavy metals, nitrates, sulfates, and aerosols, as well as soot, soil, and dust. FNSJ-7 (cont'd)

PM is associated with extreme health consequences. PM causes premature death, aggravates asthma, increases coughing, painful breathing, and chronic bronchitis, and decreases lung function. Lung inflammation caused by inhaling PM can also lead to changes in heart rhythm, constriction of blood vessels, blood coagulation, and increased risk of heart attacks. Unlike what is believed about some other air pollutants, there is no "safe" level of PM pollution: even very low levels of PM lead to health impacts. (EWG 2002 at 25). One study found that in Riverside County alone, 353 deaths per year are due to current PM10 levels, and 42,149 asthma attacks per year are due to current PM10 levels. (EWG 2002 at 19). The EIR's failure to address basic information on the link between air quality, health impacts, and impacts to biological resources render it inadequate. This and other information must be analyzed in a revised EIR so that the project's air quality impacts can be analyzed in the full environmental context.

B. THE EIR FAILS TO ADEQUATELY DESCRIBE THE PROJECT AND ENVIRONMENTAL SETTING

The EIR must provide a stable and accurate project description in order to properly inform decision makers and the public, as well as provide a proper basis for analysis of impacts and mitigation to address those impacts. Here the EIR fails to fully disclose and analyze the air quality impacts from diesel emissions. One of the project objectives is to "transition the existing site into a productive use" provided by over 900,000 square feet of industrial warehouse/distribution. (DEIR at 3-4). Presumably much of the transportation and traffic associated with industrial warehouse and distribution facilities will be diesel truck traffic, which poses a much greater threat to human health due to the carcinogenic effects of diesel exhaust and fine particulates associated with diesel emissions. However, the EIR fails to describe what types of vehicles will be accessing the facility, in what volumes, at what frequency, and during what times. The EIR must fully disclose the types of vehicles that will be associated with the Project because those different vehicles pose very different threats and must be analyzed and mitigated in different fashions. FNSJ-8

The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The Project is located across Fir Street from land that is zoned residential. The diesel trucks will enter and exit the project by using Fir and therefore will significantly impact future residents. Setting the building 250 feet back from these residential uses does not protect them from each and every diesel truck that enters and exit the Project. The direct, indirect and growth inducing impacts of this project have not been thoroughly analyzed – especially for the future residents immediately south of the project. The 2,000,000 sq. foot Highland Fairview Corporate Center/Skechers project and also the proposed 2,000,000 square foot ProLogis are on either side of this project and will also probably use Fir Street. The California Air Resources Board and others confirm that living close to high traffic and the associated emissions may lead to adverse health effects beyond those associated with regional air pollution in urban areas. (CARB 2005). Specifically, these studies found reduced lung function and increased asthma in children within 1,000 feet of heavy traffic. Id. In addition to the respiratory health effects, proximity to freeways increases potential cancer risk. Id. FNSJ-8 (cont'd)

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. The South Coast Air Quality Management District ("SCAQMD") includes in its list of sensitive receptors, residences, schools, playgrounds, childcare centers, convalescent homes, retirement homes, rehabilitation centers, and athletic facilities. Sensitive population groups include children, the elderly, and the acutely and chronically ill, especially those with cardiorespiratory diseases. Residential areas are also considered to be sensitive to air pollution because residents tend to be home for extended periods of time, resulting in sustained exposure to any pollutant present. The Project fails to adequately identify the number and their distance from the 240 daily (24-7) moving diesel trucks related to this project as well as that of ProLogis and Highland Fairview Corporate Center/Skechers.

C. THE EIR FAILS TO ADEQUATELY EXAMINE THE PROJECT'S HEALTH RISKS

The EIR air quality analysis fails to adequately address the Project's effect on the community's health. Although the DEIR acknowledges that proximity to roads is related to adverse health outcomes, including respiratory problems, the document fails to conduct this critical study of demonstrating what the qualitative or quantitative risk is associated to nearby residents as result of the Project. The Project can lead to increased rates of asthma, decreased, lung or cardiac function, and other threats, but there is no analysis of what that means for the regional residents or visitors. As with other important impact analyses it appears that the EIR authors use their failure to gather data as an excuse for their inability to document the Project's impacts. Such an approach violates the fundamental tenets of CEQA. Without this information, it is all but impossible to accurately and effectively gauge the severity and extent of the health', effects that would result from building the proposed Project. Again, the agencies have a duty to "painstakingly ferret out" the Project's impacts. *Envt'l Planning and Information Council of W.* FNSJ-9

El Dorado County v. County of El Dorado (1982) 131 Cal. App. 3d 350,357. It is critically important that the EIR emphasize the cumulative impacts of negative air quality and not simply dismiss those issues without thorough analysis and mitigation. FNSJ-9 (cont'd)

D. THE EIR FAILS TO ADEQUATELY ANALYZE AND IMPOSE MITIGATION MEASURES FOR SIGNIFICANT IMPACTS TO AIR QUALITY

In an attempt to subvert the procedural requirements of CEQA the EIR fails to adopt feasible mitigation measures that would have substantially lessened significant environmental impacts resulting from the Project. To effectuate its overarching purpose of reducing environmental harm, CEQA requires that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen" a Project's significant environmental effects. Pub. Res. Code § 21002; Guidelines 15021. CEQA's substantive mandate is clear, "each public agency shall mitigate or avoid the significant effects on the environment of projects that it caries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b) (emphasis added).. Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). FNSJ-10

There are numerous mitigation measures that could be adopted to reduce the significant air quality impacts associated with this project. Many of the mitigation measures outlined to reduce the significant impacts associated with greenhouse gas emissions can reduce criteria pollutants. Therefore the EIR should fully analyze all greenhouse gas and criteria pollutant mitigation measures in order to reduce the significant impacts to air quality, or describe why those mitigation measures are infeasible.

I. THE EIR MUST ADEQUATELY ADDRESS THE IMPACTS OF GLOBAL WARMING AND CLIMATE CHANGE

The Draft EIR must thoroughly evaluate alternatives and mitigation measures that would reduce the Project's greenhouse gas emissions. Curbing greenhouse gas emissions to limit the effects of climate change is one of the most urgent challenges of our time. Fortunately, the California Environmental Quality Act ("CEQA"), Cal. Pub. Res. Code §§ 21000 et seq., 14 Cal. Code Regs. § 15000 et seq. ("Guidelines"), set forth a clear and mandatory process to address the Project's greenhouse gas and global warming impacts. This letter sets forth how this analysis should be completed. FNSJ-11

A. THE EIR MUST ADDRESS THE IMPACT GLOBAL WARMING WILL HAVE ON THE PROJECT

Unfortunately, the EIR fails to address the impacts of global warming on the Project contrary to the requirements under CEQA. California's temperatures are expected to rise "dramatically" over the course of this century (Cayan 2007). These factors will impact the planned project, as well as exacerbate its own environmental impacts. Global warming will affect California's climate, resulting in such impacts as increased temperatures and wildfires, and FNSJ-12

a reduction in snowpack and precipitation levels and water availability. These factors will impact development under any Moreno Valley General Plan Update, as well as exacerbate its own environmental impacts. Therefore, these factors must be considered in the EIR. *See* Guidelines § 15126.2(a) (an EIR "shall also analyze any significant environmental effects the project might cause by bringing development and people into the area affected.") The EIR must use its best efforts to find out and disclose all it reasonably can about the impacts of climate change on the environment and—most importantly—use that information to form an educated opinion about how to plan and adapt for the impacts of climate change. (California Attorney General 2009). Examples of how global warming will impact development under the Moreno Valley General Plan and intensify the environmental impacts it will already have are discussed below. It is not an exhaustive list.

The rise in temperatures resulting from global warming will create a more conducive environment for air pollution formation (Cayan 2007). This will intensify the adverse effects the proposed project will already have on air quality in the project area and threaten residents' health (Cayan 2007).

Significantly for the state, as well as the project area, is global warming's impact on water supply. The IPCC specifically identified the American West as vulnerable, warning, "Projected warming in the western mountains by the mid-21st century is very likely to cause large decreases in snowpack, earlier snow melt, more winter rain events, increased peak winter flows and flooding, and reduced summer flows" (IPCC 2007b). Recently, researches found that an increase in atmospheric greenhouse gases has contributed to a "coming crisis in water supply for the western United States" (Barnett 2008). Using several climate models and comparing the results, the researches found that "warmer temperatures accompany" decreases in snow pack and precipitation and the timing of runoff, impacting river flow and water levels (Barnett 2008). These researchers concluded with high confidence that up to 60 percent of the "climate related trends of river flow, winter air temperature and snow pack between 1950-1999" are human-induced (Barnett 2008). This, the researchers wrote, is "not good news for those living in the western United States" (Barnett 2008). FNSJ-12 (cont'd)

The California Center on Climate Change has also recognized the problem global warming presents to the state's water supply and predicts that if greenhouse gas emissions continue under the business-as-usual scenario, this snowpack could decline up to 70-90 percent, affecting winter recreation, water supply and natural ecosystems (Cayan 2007). Global warming will affect snowpack and precipitation levels, and California will face significant impacts, as its ecosystems depend upon relatively constant precipitation levels and water resources are already under strain (Cayan 2007). The decrease in snowpack in the Sierra Nevada will lead to a decrease in California's already "over-stretched" water supplies (Cayan 2007). It could also potentially reduce hydropower and lead to the loss of winter recreation (Cayan 2007). All of this means "major changes" in water management and allocation will have to be made (Cayan 2007). Thus, global warming may directly affect the City's ability to supply clean, affordable water to the residents, or force the City to change how it will utilize water, and it may also impact other activities outside the project area, such as agriculture.

Scientists indicate that climate change will also exacerbate the problem of flooding by increasing the frequency and magnitude of large storms, which in turn will cause an increase in the size and frequency of flood events (NRDC 2007). The increasing cost of flood damages and potential loss of life will put more pressure on water managers to provide greater flood protection (NRDC 2007). At the same time, changing climate conditions (decreased snowpack, earlier runoff, larger peak events, etc.) will make predicting and maximizing water supply more difficult (NRDC 2007). These changes in hazard risk and water supply availability must be considered during environmental review.

Water quality, in addition to water quantity and timing, will also be impacted. Changes in precipitation, flow, and temperature associated with climate change will likely exacerbate water quality problems (NRDC 2007). Changes in precipitation affect water quantity, flow rates, and flow timing (Gleick 2000). Shifting weather patterns are also jeopardizing water quality and quantity in many countries, where groundwater systems are overdrawn (Epstein 2005). Decreased flows can exacerbate the effect of temperature increases, raise the concentration of pollutants, increase residence time of pollutants, and heighten salinity levels in arid regions (Schindler 1997). FNSJ-12 (cont'd)

These are only examples of how global warming will impact the proposed project and intensify the environmental impacts the project will already have. It is not an exhaustive list. Thus, when assessing the impact of the Project on air quality, water supply, flood hazards, and biological resources, the EIR must take into account global warming. To ignore the impact of global warming on the Project and the resources impacted by the Project significantly understates the Project's impacts.

B. The EIR's Significance Determination is Flawed

i. The EIR Fails to Properly Frame the Question of the Significance of the Project's Greenhouse Gas Impacts

As the EIR properly recognizes, the greenhouse gas emissions generated by the Project constitute a significant impact. (DEIR at 4.3-110). However, the DEIR improperly limits the consideration of its determination of significance to whether the project would significantly hinder or delay California's ability to meet reduction targets contained in AB 32. While the emission reduction targets set by AB 32 are important, they are only a first interim step toward a longer emission reduction pathway necessary to avoiding dangerous anthropogenic interference (DAI) with the climate system. While Project impacts remain significant, the significance criteria should be revised to recognize California's long term emission targets set by Executive Order S-3-05 and consider the extent to which these reductions are consistent with the emission reduction pathway necessary to avoid DAI. FNSJ-13

The relevant environmental objective with regard to a project's impact on global warming is stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference ("DAI") with the climate system. Framing the objective of a threshold of significance in the context of preventing DAI with the climate system

is consistent with the policy of CEQA. As set forth in Public Resources Code Section 21000(d), "The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached." With regard to climate change, the prevention of DAI is the critical threshold to protect the health and safety of the people of California. The prevention of DAI with the climate is also the objective adopted by the international community. As set forth in the United Nations Framework Convention on Climate Change, to which the United States is a party: "The ultimate objective of this Convention and any related legal instruments that the Conference of the Parties may adopt is to achieve, in accordance with the relevant provisions of the Convention, stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system."[1]

Dangerous anthropogenic interference with the climate system is a defined concept from which a threshold of significance under CEQA can be derived. While environmental impacts from global warming are already being experienced, dangerous anthropogenic interference has typically been defined at temperature increases above 2°C from pre-industrial levels, or a 450 ppm atmospheric concentration of CO_2 eq. (Union of Concerned Scientists 2007). 2050 is the time frame commonly set by scientists in which to achieve the emission reductions necessary for climate stabilization. The emission reduction scenario set by AB 32 and Executive Order S-3-05, whereby emissions are reduced to 1990 levels by 2020 and then to 80% below 1990 levels by 2050, is consistent with a stabilization scenario in the +/- 450 ppm range.[2] FNSJ-13 (cont'd)

However, climate scientists, including NASA's premier climatologist, James Hansen, are increasingly calling for more stringent stabilization targets in order to sufficiently reduce the risk of catastrophic outcomes. The best available scientific evidence now indicates that a 2°C temperature increase from pre-industrial levels is well past the point where severe and irreversible impacts will occur. It is now estimated that a mean global temperature increase of 1.5°C above pre-industrial levels has the potential to trigger irreversible melting of the Greenland ice sheet, a process that would result in an eventual 7m sea level rise over and above that caused by thermal expansion of the oceans, and potentially causing an additional sea level rise of 0.75m as soon as 2100. (Warren 2006 at 95). Specific consequences of a 2°C temperature rise from pre-industrial levels include the loss of 97% of the world's coral reefs and the transformation of 16% of global ecosystems. Approximately one to three billion people would experience an increase in water stress, sea level rise and cyclones would displace millions from the world's coastlines and agricultural yields would fall in the developed world. (Warren 2006). In the Arctic, ecosystem disruption is predicted owing to complete loss of summer sea ice, with only 42% of the tundra remaining stable. This would destroy the Inuit hunting culture and cause the extinction of the polar bear and large losses in global populations of birds. Moreover, because

1 United Nations Framework Convention on Climate Change (UNFCCC), art. 2, May 9, 1992, *available at* http://unfccc.int/essential_background/convention/background/items/1349.php.

2 While the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004).

Arctic ice functions to reflect heat back into the atmosphere, its loss would allow more sunlight to heat the Arctic Ocean and further accelerate the buildup heat and the melting of the Greenland ice sheet. In the Antarctic, key marine mollusks are predicted to become extinct with damaging ramifications for the rest of the Antarctic marine ecosystem. (Warren 2006). As the devastating and irreversible impacts resulting from a 2°C mean global temperature rise are far in excess of any reasonable definition of "dangerous" interference with the climate, a 2°C target is not an acceptable objective for climate policy.

Moreover, equating a particular atmospheric concentration of greenhouse gases with a specific temperature increase involves a significant degree of uncertainty. This is because climate sensitivity – the extent to which temperatures will rise as a result of increasing concentrations of heat-trapping gases – depends on Earth's response to certain physical processes that are not fully understood. (Cayan 2007 at 4). For example, as greenhouse gas emissions cause temperatures to rise, the atmosphere can hold more water vapor, which traps heat and raises temperatures further – a positive feedback. Clouds created by this water vapor could absorb and re-radiate outgoing infrared radiation from Earth's surface (another positive feedback) or reflect more incoming shortwave radiation from the sun before it reaches Earth's surface (a negative feedback). (Cayan 2007). Thus, due to uncertainty in climate sensitivity, scientists estimate that the mean probability of exceeding 2°C where stabilizing greenhouse gases at a CO_2eq level of 450 ppm is 54% with a 30% probability that global average temperature would rise more than 3°C. (Cayan 2007; Union of Concerned Scientists 2007). This is effectively the equivalent of flipping a coin in the hopes that our children and grandchildren will not be confronted with the displacement of millions of people due to sea level rise, irreversible loss of entire ecosystems, and the triggering of multiple climatic "tipping points" wherein climate change begins to feed on itself and spin rapidly out of control. FNSJ-13 (cont'd)

As noted by the Attorney General in a recent guidance on the treatment of climate change in general plans, "the targets set by AB 32 and Executive Order S-3-05 can inform the CEQA analysis." (California Attorney General 2009 at 4). However, while the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. *See* Guidelines § 15064(b) ("[t]he determination of whether a project may have a significant effect on the environment calls for careful judgment … based to the extent possible on scientific and factual data."). Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004). Thus, to properly address the question of the significance of Project impacts, the EIR should set forth the environmental objective of stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent DAI with the climate system, discuss California's emission reduction targets and the extent to which these targets are sufficient to meet avoid DAI. In this manner, the EIR will set forth the issues related to the significance of Project impacts in a manner that accurately informs decision makers and the public.

ii. To Properly Evaluate Significance and Fulfill Its Informational Mandate, the EIR Must Compare Project Emissions with Emission Reduction Targets Set by AB 32 and Executive Order S-3-05

Although the EIR asserts that the Project would interfere with the goals of AB 32, the EIR fails to provide any data on Project emissions as compared with 1990 levels. Accordingly, it is impossible to analyze the extent to which the Project exceeds AB 32 emission reduction mandates. The EIR must be revised to provide this data.

FNSJ-14

Moreover, in a failure to adequately describe the Project, the EIR fails to note the year for which the Project envisions build-out. Should the next Moreno Valley General Plan update contemplate growth past 2020, its significance analysis should evaluate the extent to which the Project complies with Executive Order targets. While the trajectory of reductions under Executive Order S-3-05 has not been definitely established, the EIR should make an appropriate assumption, such as a linear decrease to 2050 to determine significance criteria for the undisclosed year of build-out. Thus, if Moreno Valley's General Plan is intended to accommodate growth until 2030, then the EIR could compare Project emissions with emissions approximately 27% below 1990 levels.

C. THE EIR MUST ANALYZE AND ADOPT ALL FEASIBLE MITIGATION MEASURES TO REDUCE THE PROJECT'S GREENHOUSE GAS EMISSIONS

In addition to thoroughly evaluating project alternatives, because it is clear that the project's greenhouse gas emissions will cumulatively contribute to global warming, "the EIR must propose and describe mitigation measures that will minimize the significant environmental effects that the EIR has identified." *Napa Citizens for Honest Gov't v. Napa County Bd. of Supervisors*, 91 Cal.App.4th 342, 360 (2001). CEQA requires that agencies "mitigate or avoid the significant effects on the environment of projects that it carries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b). Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). Therefore, it is the "policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures which will avoid or substantially lessen the significant environmental effects of such projects." Pub. Res. Code § 21002. Importantly, mitigation measures must be "fully enforceable through permit conditions, agreements, or other measures" so "that feasible mitigation measures will actually be implemented as a condition of development." *Federation of Hillside & Canyon Ass'ns v. City of Los Angeles*, 83 Cal.App.4th 1252, 1261 (2000).

FNSJ-15

There are any number of feasible measures that can be incorporated into a Climate Action Plan to reduce vehicle miles traveled, energy use, waste, water consumption and other sources of emissions. The California Air Pollution Control Officer's Association (CAPCOA) White Paper on CEQA and Climate Change identifies existing and potential mitigation measures that could be applied to projects during the CEQA process to reduce a project's GHG emissions. (CAPCOA 2008 at Appendix B). The California Office of the Attorney General also has developed a list of reduction mechanisms to be incorporated through the CEQA process. (California Office of the

Attorney General 2008b). These resources provide a rich and varied array of mitigation measures to be incorporated in both the programmatic and project level. Furthermore, substantial federal funding is available to implement these projects so that implementation of greenhouse gas mitigation measures is economically feasible.3 Because CEQA requires the adoption of all feasible mitigation measures to reduce significant impacts like climate change the Project must adopt all feasible mitigation measures to reduce GHGs or provide substantial evidence as to why the mitigation measures are infeasible. Pub. Res. Code § 21081(a)(3). FNSJ-15 (cont'd)

i. Land Use Measures Reducing Traffic Flow

The development plan for the proposed project should incorporate public transit into the project design and should attempt to facilitate the use of public transit. (California Office of the Attorney General 2008). Significant effort needs to be shown as to how carpooling will be instituted and alternative fueled cars will be encouraged with special onsite parking location/electrical plug-ins. Will there be on-site eating facilities with food in order to limit driving off site? FNSJ-16

ii. Land Use and Energy

The EIR should consider mitigation measures that will ensure the Project will use energy efficiently and conservatively. In doing so, it should analyze incorporating "green building" in the development. Green buildings are those buildings that lower energy consumption, use renewable energy, conserve water, harness natural light and ventilation, use environmentally friendly materials and minimize waste (Commission for Environmental Cooperation 2008).

Buildings create environmental impacts throughout their lifecycle, from the construction phase to their actual use to their eventual destruction (Commission for Environmental Cooperation 2008). In the United States, buildings account for 40 percent of total energy use, 68 percent of total electricity consumption, and 60 percent of total non-industrial waste (Commission for Environmental Cooperation 2008). Buildings also significantly contribute to the release of greenhouse gases. In the U.S. they account for 38 percent of total carbon dioxide emissions (Commission for Environmental Cooperation 2008). More specifically, residential buildings cause up to 1,210 megatons of carbon dioxide, while commercial building create approximately 1,020 megatons (Commission for Environmental Cooperation 2008). This is because buildings require a lot of energy for their day to day operations. Most of the coal-fired power plants – one of the biggest sources of greenhouse gas emissions – slated for development in the United States will supply buildings with the energy they need. In fact, 76 percent of the energy these plants produce will go to operating buildings in the U.S. (Commission for Environmental Cooperation 2008). FNSJ-17

3 Energy Efficiency and Conservation Block Grants are offered by the U.S. Department of Energy to municipalities in order to meet the following purposes: reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; reduce the total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors. (US DOE 2009). See http://www.eecbg.energy.gov/

Using green building techniques, however, can substantially reduce buildings' influence in increasing greenhouse gas emissions. Green buildings help reduce the amount of energy used to light, heat, cool and operate buildings and substitute carbon-based energy sources with alternatives that do not result in greenhouse gas emissions (Commission for Environmental Cooperation 2008). Currently green buildings can reduce energy by 30 percent or more and carbon emissions by 35 percent. (Commission for Environmental Cooperation 2008). The technologies available for green building are already in wide-use and include "passive solar design, high-efficiency lighting and appliances, highly efficient ventilation and cooling systems, solar water heaters, insulation materials and techniques, high-reflectivity building materials and multiple glazing (IPCC 2007c). Additionally, the U.S. Green Building Council (USGBC), a private, nonprofit corporation, has established a nationwide green building rating system, called Leadership in Energy and Environmental Design ("LEED"). The LEED standard supports and certifies successful green building design, construction and operations. It is one of the most widely used and recognized systems, and to obtain LEED certification from the USGBC, project architects must verify in writing that design elements meet established LEED goals. We expect the project's minimum LEED certification to be Silver. And the EIR needs to explain why this would not be your goal. FNSJ-17 (cont'd)

Specific mitigation for the greenhouse gas emissions generated by the Project's energy consumption include, but are not limited to:

- Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.
- Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.;
- Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.
- Reducing the use of pavement and impermeable surfaces;
- Requiring water re-use systems;
- Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting FNSJ-18
- Limiting the hours of operation of outdoor lighting
- Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees;
- Ensure that the Project is fully served by full recycling and composting services;
- Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.
- Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible;
- Installing solar water heating systems to generate all of the Project's hot water requirements;
- Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging

stations to reduce emissions from vehicle trips. FNSJ-18 (cont'd)

iii. Mitigation Related to Project Construction

- Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials;
- Minimize, reuse, and recycle construction-related waste;
- Minimize grading, earth-moving, and other energy-intensive construction practices;
- Landscape to preserve natural vegetation and maintain watershed integrity;
- Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

FNSJ-19

iv. Transportation Mitigation Measures

- Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles;
- Create a car sharing program within the planned community;
- Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system;
- Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations;
- Provide a shuttle service to public transit within and beyond the planned community;
- Incorporate bicycle lanes and routes into the planned community's street systems.

FNSJ-20

v. Carbon Offsets

After all measures have been implemented to reduce emissions in the first instance, remaining emissions that cannot be eliminated may be mitigated through offsets. Preference should be given to offset mitigation measures in that are in close proximity to the project. (SCAQMD 2008). In other words project applicants should prioritize first on mitigation onsite, then on mitigation in the neighborhood or air district, next in state, then finally out of state. (SQAQMD 2008). Care should be taken to ensure that offsets purchased are real (additional), permanent, and verified, and all aspects of the offsets should be discussed in the EIR. As demonstrated by the Office of the Attorney General and SCAQMD offsets are a feasible CEQA mitigation measures[4] once all feasible mitigation measures have been adopted to reduce the Project's carbon footprint and produce energy using renewable sources. (SCAQMD 2008).

FNSJ-21

4 The California Attorney General's Office has adopted CEQA settlements calling for the auditing, reduction, and offsetting of greenhouse gas emissions related with a Project demonstrating that offsets are a feasible way to reduce a Project's negative environmental effects on global warming. See http://ag.ca.gov/newsalerts/release.php?id=1466&category=global%20warming See generally http://ag.ca.gov/globalwarming/ceqa.php

II. THE EIR MUST CONSIDER A REASONABLE RANGE OF ALTERNATIVES

The EIR failed to consider a meaningful analysis of reasonable alternatives to the Project in order to lessen or avoid the Project's significant impacts. CEQA mandates that significant environmental damage be avoided or substantially lessened where feasible. Pub. Res. Code § 21002; Guidelines §§ 15002(a)(3), 15021(a)(2), 15126(d). A rigorous analysis of reasonable alternatives to the project must be provided to comply with this strict mandate. "Without meaningful analysis of alternatives in the EIR, neither courts nor the public can fulfill their proper roles in the CEQA process." *Laurel Heights Improvement Ass'n v. Regents of University of California*, 47 Cal.3d 376, 404 (1988). Moreover, "[a] potential alternative should not be excluded from consideration merely because it 'would impede to some degree the attainment of the project objectives, or would be more costly" even when that alternative includes Project development on an alternative site. *Save Round Valley Alliance v. County of Inyo*, 157 Cal. App. 4th 1437, 1456-57 (2007) (quotations omitted).

In analyzing the no-project alternative, the EIR must discuss the need for this project and whether the uses that would potentially utilize the Project can be accommodated in existing areas. As CAPCOA states in its white paper, one way local governments can avoid significant increases in greenhouse gas emissions and help solve the problem of global warming is to "facilitate more efficient and economic use of the lands" already developed within the community (CAPCOA 2008). Reinvesting in existing communities is "appreciably" more efficient than new development and may even result in a net reduction of greenhouse gases (CAPCOA 2008). The EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands in order to support the reduction of vehicle trips, promote alternatives to individual vehicle travel, and encourage efficient delivery of services and goods (Office of the California Attorney General 2008). The Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty. FNSJ-22

An analysis of alternatives should also quantify the estimated greenhouse gas emissions, quantified impacts to biological resources, water resources including water quality and water availability, and traffic resulting from each proposed alternative.

Biological Resources: To a great extent the Draft EIR avoids an actual on the ground biological resource impact assessment. Instead the Draft EIR makes the claim that the cumulative wildlife resource impacts of this project will be mitigated by the payment of the Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP) mitigation fee and the Multi-Species Habitat Conservation Plan (MSHCP) mitigation fee. It is important to recognize neither the SKRHCP nor the MSHCP exempts this project from full compliance with the requirements of CEQA. The Draft EIR does not indicate the amount of the SKRHCP mitigation fee or the amount of the MSHCP mitigation fee the project proponent will pay in order to reduce the cumulative wildlife resource impacts of this project to a less than significant level. Nor does the document indicate the mitigation fee amounts the City has collected thus far for SKRHCP and MSHCP wildlife mitigation and to FNSJ-23

what extent those fees have been used to mitigate cumulative wildlife resource impacts from previously approved projects within the jurisdiction. A lead agency, in this case the City of Moreno Valley, must provide supporting facts and provide analysis to support its conclusion that the payment of SKRHCP and MSHCP mitigation fees will render the project cumulative wildlife resource impacts to less than significant. Absent this analysis, the cumulative wildlife resource impacts this project will incur must be viewed as cumulatively considerable. FNSJ-23 (cont'd)

Thank you for the opportunity to comment on the Draft EIR for this project. The Friends would like to be informed of all documents, meetings and public hearings related to this project. Please provide us with a copy of the final EIR and other pertinent documents related to this project. Please contact us at our mailing address which is listed on the first page of this letter. FNSJ-24

Sincerely

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FNSJ-25 (cont'd)

FRIENDS OF NORTHERN SAN JACINTO VALLEY

Letter Dated December 6, 2010

Response FNSJ-1

The commentor's opinions in regard to the "quality of the environmental document" will be forwarded to decision-makers for their consideration. The Draft EIR has been prepared to identify the environmental impacts that could result from Project implementation and, where feasible, provides mitigation measures to substantially lessen or avoid the significant effects on the environment. The City of Moreno Valley, the Lead Agency for this Project, is required to consider the Project in its entirety before determining whether to approve the adoption of overriding considerations. As noted in *CEQA Guidelines* § 15093:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The commentor concludes by correctly noting the Draft EIR's finding that the Westridge Commerce Center Project will result in certain significant and unavoidable impacts in regard to scenic vistas and air quality, but erroneously includes agriculture and global climate change in its summary of Project-related impacts. Specific topical concerns are addressed in the following Responses FNSJ-2 through FNSJ-5.

Response FNSJ-2

As discussed in the Draft EIR (Page 4.9-11), "[n]otwithstanding the proposed depressed building pad area, as illustrated in Figures 4.9-4 through 4.9-8, the Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. The building will be visible from higher elevations to the north, east, and south, and the rooftop of the building may be visible at a distance from higher elevations." This "interruption" of scenic views has been identified in the Draft EIR (Page 4.9-19 *et al.*) as an individually and cumulatively significant Project impact.

As further noted on Draft EIR Page 4.9-11, "[t]he Project's intent is to create a regional-serving warehouse/logistics facility. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." A tenable high-cube warehouse design with a 25-foot building height (estimated internal clear height of 15-20 feet) such as offered by the commentor, does not exist, and is contrary to the very term "high cube." The high-cube warehouse building height concept defines the viability of its internal operations,

which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint. The suggested 25-foot high building offered by the commentor is untenable and infeasible.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives, including alternative sites. The text on Draft EIR Pages 5-37 through 5-44 provides the basis upon which each of the considered alternative sites was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-3

As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. Despite the commentor's assertions that the Draft EIR "dismisses mitigation measures included in the City's General Plan," the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning

area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required. The commentor's opinions to the contrary will be forwarded to decision-makers for their review. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-4

The Draft EIR acknowledges the Project's potential impacts in regard to long-term operational exceedance of SCAQMD standards for the emission of the criteria pollutants VOC (volatile organic compounds) and NOx (oxides of nitrogen). Despite the commentor's assertions to the contrary, the Draft EIR addresses the Project's potential to result in health risks relative to diesel emission exposure on Pages 4.3-79 through 4.3-86. As discussed at Draft EIR Page 4.3-84, with implementation of Mitigation Measure 4.3-10, which would be implemented to control on-site idling, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant. It may be noted that Mitigation Measure 4.3.5, as discussed in the Draft EIR (Page 4.3-62 *et al.*), specifically requires Project contractor(s) to ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better. Additional mitigation is proposed within this Final EIR addressing operational and construction-source emissions (please refer to revised mitigation presented within the EIR Mitigation Monitoring Program, Final EIR Section 4.0. The commentor erroneously contends that "Since Highland Fairview Corporate Center Skechers project has been able to have 80 % of all off-road heavy-duty construction equipment utilized during construction activity certified as CARB Tier III or better, your project and analysis must do at least as well."

There is no requirement that the Project implement a given mitigation measure simply because it was applied elsewhere. Such an approach discounts appropriate nexus between impacts and mitigation.

Response FNSJ-5

The commentor misrepresents and misstates the findings of the Draft EIR with regard to the potential significance of the Project's GHG emissions impacts and the Project's potential GCC impacts.

In the Draft EIR's analysis of cumulative impacts (Page 5-13 to 5-14), it is specifically noted that "[i]n regard to the emission of greenhouse gases, the Project's Climate Change Analysis indicated that with the implementation of all Project design features and mitigation measures, greenhouse gas emissions would be reduced, and that the Project is consistent with state strategies to reduce greenhouse gases, including the California Air Resources Board (CARB) Scoping Plan's recommended measures, and the greenhouse gas emission reduction strategies set forth in the 2006 Climate Action Team (CAT) report.

Therefore, the Project would not hinder or delay implementation of AB 32. On this basis, the Project's individual and cumulative impact on climate change is less-than-significant. With specific regard to a cumulative-level analysis of GCC impacts, it is acknowledged that climate change is a global issue and the contribution of each greenhouse gas generated by the Project may have a cumulative effect. As noted in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." Moreover, the EIR qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

The commentor cites various GHG/GCC mitigation schemes, none of which are required in this case since the Project's GHG/GCC individual and cumulative impacts are less-than-significant. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-6

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's air quality analysis. Detailed analysis of the Project's potential air quality impacts are presented at EIR Section 4.3, "Air Quality." Supporting technical studies [*Westridge Commerce Center Air Quality Impact Analysis, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; *Westridge Commerce Center Health Risk Assessment, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; and *Westridge Commerce Center Climate Change Analysis, City of Moreno Valley*, California (Urban Crossroads, Inc.), February 3, 2010] specifically. The cited analyses address the direct, indirect ,and cumulative impacts of the Project..

As detailed in the following responses FNSJ-7 through FNSJ-21, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative air quality impacts, including potential impacts related to global climate change, have been proposed within the Draft EIR. Appropriate mitigation measures have been carried forward into the Mitigation Monitoring Program included at Section 4.0 within this Final EIR. For each proposed mitigation measure, the MMP identifies: mitigation timing, the responsible mitigation implementation entity, the responsible mitigation monitoring/reporting entity, and mitigation monitoring/reporting frequency. In combination, these provision act to ensure mitigation enforceability.

Response FNSJ-7

The Draft EIR describes, at considerable length (Pages 4.3-4 through 4.3-10), the criteria air pollutants referenced by the commentor, including the possible health effects that have led to the monitoring and control of these pollutants as part of the environmental

review process. With specific regard to commentor-expressed ozone concerns, the Lead Agency has adopted SCAQMD regional thresholds for the ozone precursors NOx and VOC. These thresholds are based on the highest level of permitted emissions, and exceedance of these thresholds indicates that mitigation measures should be applied, not that specific health or other environmental damage would occur. The Project applies all feasible mitigation measures to reduce potentially significant Project-related ozone precursor emissions (NOx and VOCs). Significant NOx and VOC impacts resulting from the Project (regional threshold exceedances) are summarized at DEIR Page 1-17, 1-18. The Project will not exceed applicable localized significance thresholds for NO_2 (DEIR at Page 4.3-61 et al.). The AQMD has not established localized significance thresholds for VOC emissions.

Project NOx and VOC emissions are predominantly generated by mobile sources beyond control of the Lead Agency and/or the Applicant [approximately 99.9 percent of Project NOx emissions (by weight) are from vehicles; approximately 92.5 percent of Project VOC emissions (by weight) are from vehicles). Even after compliance with SCAQMD rules and regulations, and the application of EIR mitigation measures, operational pollutant emissions would exceed applicable SCAQMD regional emission thresholds for VOC and NOx. These impacts are therefore considered to be individually significant. It is noted however, that the Project land use and proposed development are consistent with development and associated air pollutant emissions impacts reflected in and anticipated by the applicable Air Quality Management Plan (AQMP).].

The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the federal and/or state ambient air quality standards. Collectively, these are referred to as localized significance thresholds (LSTs). The additional potential secondary effects of ozone to plants and habitat cited by the commentor are noted. There is no demonstrable evidence or support indicating that the Project would cause or substantively contribute to adverse effects to plants or habitat, and to conclude otherwise is speculative.

Lastly, it is noted that the Project is consistent with the applicable Air Quality Management Plan (see EIR at Pages 4.3-49 through 4.3-53) indicating that it would not interfere with projected downward-trending ozone levels within the SCAQMD.[5]

The commentor also provides information regarding $PM_{10}/PM_{2.5}$ characteristics. Applicable $PM_{10}/PM_{2.5}$ thresholds are established by the SCAQMD. Potential effects of Project-related temporary localized construction-source $PM_{10}/PM_{2.5}$ emissions impacts are discussed and disclosed in the EIR:

> For modeling purposes, receptors were conservatively placed at a distance of 25 meters (approximately 82 feet) from the site, which is the most conservative distance recommended for use by the SCAQMD. As previously discussed, even with application of all feasible mitigation measures, localized PM_{10} and $PM_{2.5}$ construction-source emissions will exceed applicable LSTs. More specifically, during construction activity (after mitigation), PM_{10} emissions concentrations will exceed applicable LSTs at receptors located 71 meters (approximately 233 feet) or nearer, and $PM_{2.5}$ emissions concentrations will exceed applicable LSTs at receptors located 35 meters (approximately 115 feet) or nearer.
>
> These LST exceedances represent a potentially significant impact to sensitive receptors in the Project vicinity for short-term construction activity. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely

[5]*Summary Of The Ozone Air Quality Forum and Technical Roundtable*(Frederick W. Lurmann Sonoma Technology, Inc. for the South Coast Air Quality Management District) January 2007, Pages 2-5, 2-6.

> undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter.
>
> It is noted that these exceedances would occur temporarily and intermittently during site preparation and grading processes, and would not substantively affect any receptors at greater distances from the emissions source. Moreover, in that construction emissions are short-term and intermittent, they will not result in any chronic or long-term impacts (Draft EIR, Page 4.3-75).

The Project will not result in or cause long-term exceedance of applicable SCAQMD localized and/or regional thresholds $PM_{10}/PM_{2.5}$ emissions.

The commentor's opinions and statements will be forwarded to decision-makers for their review. Results and conclusions of the Draft EIR are not affected.

Response FNSJ-8

The commentor expresses concern about emissions from diesel trucks associated with the Project. A Health Risk Assessment (HRA) of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The HRA was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). The HRA is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety at Appendix C to the Draft EIR.

Contrary to the commentor's assertions otherwise, diesel and DPM emissions impacts are specifically evaluated and addressed in the DEIR (See DEIR at Pages 4.3-79 through 4.3-86, and the Project Health Risk Assessment (HRA) included at DEIR Appendix C.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).
[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

As indicated in this summary of the Project's trip generation, approximately 75 percent of the Project's daily trips, on average, will be attributable to trucks. As noted at Draft EIR Page 4.3-79, the Project Air Quality analysis assumed, in order to ensure a conservative analysis, that all trucks associated with the Project will be diesel-powered.

In that vehicle class and type directly affect DPM emissions, the Project HRA (please refer to DEIR Appendix C, Table 1, Project Truck Trips) also explicitly defines anticipated daily truck trips (by type) entering/exiting the Project site, as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [6]

Contrary to commentor assertions otherwise, baseline (setting) information is provided throughout the EIR. For example, general air quality setting information is presented at EIR Pages 4.3-10 through 4.3-16. Additional applicable specific baseline/setting information is also presented where it is beneficial to related discussions, e.g., the GCC Regulatory Setting is introduced at EIR Page 4.3-24 within the context of GCC/GHG considerations.

The commentor requests analysis of mobile-source DPM emissions for transient vehicles traveling along area roadways. With regard to air quality impacts generated by Project traffic along area roads, regionally significant NOx emissions impacts would result as disclosed in the EIR and discussed here. However, no locally significant operational air quality impacts would result from the Project. In this latter regard, the

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6 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

Project Operational Localized Significance Threshold (LST) analysis considers potential worst case exposure by evaluating criteria pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by stationary sources. As discussed in the Draft EIR, these emissions concentrations would not exceed applicable LST thresholds.

Draft EIR Table 4.3-12 (Page 4.3-69) presents the results of the Project operational LST analysis, indicating unmitigated conditions. As shown, results of the analysis indicate that long-term operational emissions will not exceed localized emissions thresholds established by the SCAQMD. Other operational mitigation measures presented in the EIR would act to further reduce already less-than-significant potential operational LST impacts.

Similarly, consistent with SCAQMD protocols and methodologies, the Project Health Risk Assessment considers maximum probable exposure to DPM concentrations, resulting from the entering, exiting and idling diesel vehicles within the Project site. Moreover, the analysis reflects long-term constant exposure (70 year, 24 hours per day) for residential receptors. With application of mitigation, even under this potential maximum exposure scenario, exposure to DPM concentrations would not exceed applicable SCAQMD thresholds (please refer to Draft EIR Table 4.3-17, Page 4.3-86).

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to

TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [7]

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7 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

Response FNSJ-9

Despite the commentor's assertion to the contrary, the Project has addressed the Project's potential to expose sensitive receptors to substantial pollutant concentrations. The analysis included in the Draft EIR (Pages 4.3-73 to 4.3-86) addresses (1) the potential effects of construction-source emissions at sensitive receptors; (2) potential carbon monoxide (CO) hotspots; and (3) the health risks of diesel particulate emissions. A Health Risk Assessment was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed above, Project and cumulative diesel emissions impacts are less-than-significant. Project impacts in regard to CO "hotspots" are similarly determined less-than-significant; while temporary construction-source emissions are acknowledged as significant. Please refer also to DEIR Section 4.3, Air Quality and supporting technical air quality studies presented at DEIR Appendix C.

Response FNSJ-10

As discussed in the following responses FNSJ-15, FNSJ-16, and FNSJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

Response FNSJ-11

The referenced citations are acknowledged and addressed at Response FNSJ-12. Additionally, it is noted that the Project's GHG emissions impacts (as presented at Draft EIR Page 4.3-90) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-12

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. It is also noted that CEQA directives allow for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the *Guidelines*. The EIR analysis of GHG emissions/GCC impacts (DEIR Pages 4.3-90 through 4.3-11; DEIR Appendix C, Project Climate Change Analysis) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-13

The commentor misinterprets analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the EIR analysis concludes that *greenhouse gas emissions generated by the Project constitute a significant impact.*

Such is not the case, as evidenced in germane excerpted GCC discussions presented below:

> **1.4 Summary of Findings**
>
> Results of the analysis indicate that the Project would generate GHG emissions that *may* [emphasis added] have a significant impact on the environment. However, the Project is consistent with, or otherwise not in conflict with (1) recommended measures and actions in the California Air Resources Board (CARB) December 2008 Scoping Plan (CARB Scoping Plan) setting forth strategies and measures to implement in order to achieve the GHG reductions goals set forth in the Global Warming Solutions Act of 2006 (AB 32); and (2) the GHG emission reduction strategies set forth in the 2006 Climate Action Team

(CAT) Report, prepared in response to Executive Order S-3-05, which established total GHG emission targets for the State.

As such, the Project GHG emissions are not cumulatively considerable. Further, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. This analysis takes no credit for such GHG emissions reductions. Thus, this analysis conservatively estimates the overall Project impacts on climate change from GHG emissions and the actual impacts will be less than what is calculated herein (Westridge Commerce Center Climate Change Analysis, Pages 1-2).

To further clarify, germane suggested CEQA Guidelines topical questions include:

Would the project:
a) Generate greenhouse gas emissions, either directly or indirectly, that *may* [emphasis added] have a significant impact on the environment?

Language in the Project GCC study paraphrases and responds the Guidelines language. As also discussed in the Project GCC Study, it is likely that any GHG emissions reductions achieved locally and within the State will be offset by emissions increases in developing countries such as Brazil, Russia, India and China and that significant effects of climate change, such as global warming and sea level rise, will nevertheless occur due to the continuing effects of past and existing levels of emissions. In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts [beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see Climate Change Analysis, Page 42).

The commentor suggests alternative analysis/threshold considerations for evaluation of GCC/GHG impacts. Thresholds established in the Draft EIR are consistent with applicable provision of CEQA.

> **Findings and Recommendations**
> As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less-than-significant (Draft EIR, Pages 4.3-93, 4.3-94).

Additionally, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. The Draft EIR's analysis takes no credit for such GHG emissions reductions. Thus, the Draft EIR's analysis conservatively estimates the overall Project impacts on climate change from GHG emissions, and the actual impacts will be less than what is calculated in the Draft EIR and associated Westridge Commerce Center Climate Change Analysis, included as part of Draft EIR Appendix C.

<u>Response FNSJ-14</u>

Despite the commentor's statement to the contrary, the Draft EIR does not "assert that the Project would interfere with the goals of AB-32." On the contrary, the Draft EIR notes (on Page 4.3-95) that "[t]he Project's consistency with the AB 32 goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change

Scoping Plan which includes nine Early Action Measures (qualitative approach). In addition, the analysis considers the numeric level of emissions generated by the Project to determine whether the emissions are cumulatively significant (quantitative approach)." Following a detailed presentation of the assessment criteria and analysis of the Project's consistency with these criteria, the Draft EIR finds (on Page 4.3-109) that "a project that is consistent with CAT strategies is consistent with the strategies suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32, and therefore the Project will result in a less-than-significant cumulative impact on GCC."

In regard to the Project's "build-out" year, as discussed in the Draft EIR Project Description (Page 3-4), "construction is proposed to occur in one phase, with infrastructure and building construction following site preparation operations." As such, the Project would be effectively "built out" in its opening year, which is identified as 2011, as discussed at Draft EIR Page 4.2-15.

Response FNSJ-15

As discussed in the following Responses FNSJ-16 and FSNJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are reduced to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. It is also noted that air quality mitigation measures presented in the EIR will peripherally act to reduce GHG emissions. However, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-16

The commentor suggests that the Project should incorporate provisions for public transit, carpooling, and other measures as a means of reducing VMT and associated GHG emissions.

Mitigation Measure 4.3.13 has been revised, as indicated below, to include additional VMT/GHG emission reduction measures. For ease of reference, the text of this measure in its entirety is provided. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant. Added measures are indicated as ***underline bold italicized*** font.

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its*

services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 %of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***

- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks; and*
- *Use of SmartWay 1.25 rated trucks.*

Response FNSJ-17

As discussed on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may

be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response FNSJ-18

The commentor proposes numerous additional measures (presented in the following Table) as means to reduce Project-related greenhouse gas emissions relative to energy consumption. While the suggested measures may in part act to generally reduce Project energy consumption, none of the measures are required in order to achieve the mitigation of impacts identified in the Draft EIR. That is, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed

measures and their implied environmental benefit vis-à-vis Project impacts. Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation.

Additionally, in some instances, the commentor proposes measures that would further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may impose these additional requirements; typically through Project Conditions of Approval.

Suggested Measure	Response
Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 3-16), the Westridge Commerce Center Project reflects design and operational criteria established under the LEED Green Building Rating System.
Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	
Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.	
Reducing the use of pavement and impermeable surfaces.	**Replicates existing requirements.** As noted in the Draft EIR (Page 4.6-13), onsite bio-retention and detention basins, along with selected areas of pervious concrete and perimeter landscape areas are provided throughout the Project site. Additional detail is included in Draft EIR Appendix F, "Water Quality Management Plan."

Suggested Measure	Response
Requiring water re-use systems.	**Replicates existing requirements.** The Project is reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Nonetheless, as noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."
Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting.	**Replicates existing requirements.** Use of LEDs is currently required pursuant to EIR Mitigation Measure 4.3.13.
Limiting the hours of operation of outdoor lighting.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655, which includes restrictions in regard to hours of outdoor lighting operations. See also: www.clerkoftheboard.co.riverside.ca.us/ords/600/655.htm
Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees.	**Replicates existing requirements.** Project landscaping will be provided pursuant to the requirements of the Moreno Valley Municipal Code (Section 9.17.030), which specifies a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Shade trees will be provided pursuant to the requirements of Municipal Code Section 9.17.050 subd. (d)(3).
Ensure that the Project is fully served by full recycling and composting services.	**Replicates existing requirements.** As noted on Draft EIR Page 3-14, "[p]rior to issuance of a grading permit, the Project will have in place a City approved Solid Waste Diversion and Recycling Plan that demonstrates the diversion and recycling of all salvageable and re-useable wood, metal, plastic and paper products used during Project construction. A similar plan will be in place prior to occupancy that demonstrates the diversion and recycling of all wood, metal, plastic and paper products during ongoing operation of the warehouse and office portions of the Project. The plans will include the name of the waste hauler, their assumed destination for all waste and recycled materials, and the procedures that will be followed to ensure implementation of this measure.
Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.	**Not required.** As discussed in the Draft EIR (Pages 3-21 and 3-22), treatment of the Project's wastewater and solid waste will be accomplished by regional providers (i.e., Eastern Municipal Water District and Waste Management of the Inland Empire), and is outside the control of the Applicant and the City of Moreno Valley.

Suggested Measure	Response
Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible	**Not required.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics or "wind energy."
Installing solar water heating systems to generate all of the Project's hot water requirements.	
Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging stations to reduce emissions from vehicle trips.	

Response FNSJ-19

As discussed in the preceding Response FNSJ-18, the commentor's suggested mitigation measures to reduce Project impacts in regard to construction activities are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Not required.** Consistent with the Project's pursuit of LEED accreditation, the recommended building materials will be utilized to the extent available and feasible.
Minimize, reuse, and recycle construction-related waste.	**Replicates existing requirements.** As noted in the Draft EIR (Page 3-5), "[a]ny residual materials resulting from site preparation processes will be appropriately disposed of and/or recycled in accordance with the City's Source Reduction and Recycling Element (SRRE)."

Suggested Measure	Response
Minimize grading, earth-moving, and other energy-intensive construction practices.	**Not required, no nexus with significant impacts.** The Project will not cause or result in individually or cumulatively significant GHG/GCC impacts. There is no requirement to reduce construction-source GHG emissions. Moreover, within the context of Project-specific requirements (e.g., placement of structures approximately 25 feet below the existing grade of SR-60, and proper fill and re-compaction procedures to ensure proper foundation support, consistent with the recommendations of the Project Geotechnical Investigation, included as Draft EIR Appendix H), construction contractor(s) employ techniques and procedures so as to provide for the most efficient use of earth-moving and grading equipment as a matter of course.
Landscape to preserve natural vegetation and maintain watershed integrity.	**Replicates existing requirements.** Landscape improvements will be provided for the Project as required under the City's Zoning Code Section 9.17, "Landscape Requirements." To minimize risk of invasive non-native plants entering into the riparian habitat along the Quincy Channel, the Project includes mitigation (Measure 4.8.3) that prohibits the use of invasive non-native plant species within 150 feet of the Channel.
Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.	**Incorporated** at revised Mitigation Measure 4.3.8.

Response FNSJ-20

As discussed in the preceding Response FNSJ-19, the commentor's suggested mitigation measures to reduce Project impacts in regard to transportation are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13.

Suggested Measure	Response
Create a car sharing program within the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide a shuttle service to public transit within and beyond the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Incorporate bicycle lanes and routes into the planned community's street systems.	**Replicates existing requirements.** The Project is required to provide pedestrian and bicycle connections to surrounding areas consistent with provisions of the City of Moreno Valley General Plan pursuant to the existing Mitigation Measure 4.3.13. This measure notes that the location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan.

Response FNSJ-21

The commentor suggests that carbon offsets be purchased to address "remaining [greenhouse gas] emissions that cannot be eliminated." It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-22

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's analysis of alternatives. As further presented in the *CEQA Guidelines* Section 15126.6, subd. (a), an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation.

To this end, the *CEQA Guidelines* indicate that the range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of most Project objectives.

The commentor's suggestion that "[t]he EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands" is inconsistent not only with the Project objectives, but with the site's existing General Plan land use designation and zoning. Additionally, it is unclear that such an alternative would result in a lessening of the Project's environmental effects, particularly since commercial uses typically generate considerably higher average daily rates of traffic per square foot than light industrial uses, with correlating increases in air emissions. See for example Trip Generation 7th Edition (Institute of Traffic Engineers)trip generation rate for Specialty Retail (ITE Code 814), 44.32 trips/thousand square feet; vis-à-vis the Project trip generation rate of 3.12 trips/thousand square feet. On a related note, the EIR specifically considers a "No Project" alternative which assumes development consistent with site's current Business Park zoning designation. As with the mixed use concept proposed by the commentor, substantially increased trip generation could be expected if developed with business park uses when compared to industrial uses proposed under the Project.

> In this regard, for Traffic Analysis Zone (TAZ) 209 encompassing the Project site, the General Plan Buildout traffic model reflects development of the subject site with Business Park/Light Industrial uses, and projects approximately 4.18 times the trip generation for TAZ 209 than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project. The No Project Alternative considered

herein approximates trip generation for the subject site under the General Plan Buildout Scenario at four (4) times that of the Project (Draft EIR, Page 5-32).

Based on the preceding, the commentor's suggested alternative concept fails as feasible alternative to the Project, and does not merit further analysis as part of the Project EIR.

In regard to the question of whether the Project could be accommodated elsewhere, the Draft EIR addresses, at length, the possible alternative sites that were considered as part of the review of Project alternatives (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it

is not currently owned or controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor's states that "[t]he Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty." No specific tenant(s) for the Project are currently under contract. Results and conclusions of the EIR are not affected.

The Draft EIR (on Pages 5-49 to 5-62) does provide a comparative analysis of the potential impacts of each alternative in regard to greenhouse gas emissions, biological resources, water supply, water quality, and traffic. As required under *CEQA Guidelines* Section 15126.6, subd. (d), this evaluation includes "sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project."

<u>Response FNSJ-23</u>

The City disagrees with the commentor's assertion that "the Draft EIR avoids an actual on the ground biological resource impact assessment." Draft EIR Appendix G presents the Biological Resources Survey prepared for the Project, which consists of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements, as identified in the following Figure 4.8-1;

- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- A jurisdictional delineation, which was prepared pursuant to the requirements of the California Department of Fish and Game and the Army Corps of Engineers.

As further discussed in the Draft EIR (Page 4.8-14), "[p]ayment of the mitigation fee and compliance with the requirements of the MSHCP are intended to provide full mitigation under CEQA, although certain areas within the MSHCP boundaries require additional surveys to determine the presence or absence of specific MSHCP-covered resources, including sensitive plants, burrowing owls, and riparian or riverine areas." Although focused surveys for threatened, endangered and sensitive plant and wildlife species were not conducted as part of the Project's general Biological Assessment, protocol surveys were subsequently performed to determine the presence or absence of burrowing owls within areas of potential disturbance. The *Report on Burrowing Owl Surveys for the West Ridge Project Site* (Harsmworth Associates, July 2009) is also included in Draft EIR Appendix G.

In addition, implementation of Draft EIR Mitigation Measure 4.8.7, included in the Mitigation Monitoring Program presented in Final EIR Section 4.0, will ensure that a pre-construction survey be conducted to document the location of any occupied burrows on-site. With the implementation of this mitigation measure, as well as compliance with the requirements of the MSHCP, the Project's potential to impact burrowing owls is reduced to a less-than-significant level.

The City of Moreno Valley's current schedule of non-residential impact fees indicates that the Project would be subject to an MSHCP fee of $6,597 per acre, and an additional $500 per acre SKR (Stephens' kangaroo rat) mitigation fee. On this basis, the Project would contribute approximately $390,335 to meet its fair-share responsibility for regional plant and wildlife impacts. The amount collected by the City for wildlife mitigation to date, along with the effectiveness of such fee collections, is outside the scope of the Project's environmental analysis. The Draft EIR (Page 4.8-31) notes that "[t]he Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project 'is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009.' These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. This species has not been recorded within the Project area in the past and is presumed absent from the site. As such, the Project is in compliance with the MSHCP." The results and conclusions of the Draft EIR are not affected.

Response FNSJ-24

The commentor requests receipt of future information regarding the Project, and as such, has been added to the Project distribution list at the referenced address. A copy of the Project's Final EIR has also been provided to the commentor, as requested.

Response FNSJ-25

The commentor lists numerous publications and resources exhibits incorporated by reference. With the exception of certain web-linked publications, exhibits listed "as incorporated by reference" have not been provided. Nor has their disposition, availability, or specific relevance been otherwise identified.

From: sgcricket@aol.com
Sent: Monday, December 06, 2010 3:20 PM
To: Jeffrey Bradshaw
Subject: Western Ridge Commerce Center DEIR

Comments Regarding: West Ridge Commerce Center
From: Susan Gilchrist

The project under consideration requires a zoning change from Business Park to Light Industrial. It is my understanding that this is a speculative project and there is no tenant identified. This presents a problem for the residents of the eastern portion of the City. There are currently many unoccupied warehouse buildings on Cactus and along the 215 as well as many in other Inland Empire cities. The only logical reason for presenting this project at this time is to "ride the coattails" of Highland Fairview/Skechers and get approval for another megalithic structure. Since the City permitted a building 36 times the size of the General Plan recommendation, what will prevent the Council from approving another oversized structure? The only solution will be to retain the General Plan and wait for the economy to improve so that the long range goals of a diverse job base can be reached. SG-1

Ten to fifteen years ago, business park zoning was successful and in the future it will be that way again. If zoning changes could be reversed, this would be more acceptable, but they are not. It will never revert to Business Park zoning from Light Industrial and the vision of the eastern portion of the City will be changed forever. Those driving through Moreno Valley will think the City consists of warehouses and sound walls...how attractive!

Questions for the developer:

1. Is this a speculative project or is there a tenant ready to occupy a 900,000 sq ft building? SG-2

2. What benefit is there to the residents and the City for approving a zone change at this time? SG-3

3. Why is the City moving away from the General Plan without bringing the entire process back to the residents? Moreno Valley seems to be willing to accept anything offered rather than have high standards and long range goals. The desperation is obvious and not very reassuring. Surrounding cities of Temecula, Murrieta, Menifee, Riverside, and Redlands are constructing buildings with more style and substance than is seen in Moreno Valley. These cities are attracting a variety of businesses while our City accepts the dregs. SG-4

4. Should the Council change the zoning, will the property be sold to another developer? SG-5

5. As a condition for the zone change, will the developer be willing to put an appropriate buffer of 1500 feet on the south side of Fir and develop it as a City park with a block wall on the north side of the park? SG-6

6. Could the traffic flow from both Skechers and Western Ridge be restricted from Redlands Blvd? SG-7

7. Will the building be constructed to LEEDS standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved? SG-8

8. What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility? SG-9

Sincerely,
Susan Gilchrist

SUSAN GILCHRIST

Email dated December 6, 2010

Response SG-1

The commentor correctly notes that approval of the Westridge Commerce Center Project would involve a change of zone for the Project site, from Business Park to Light Industrial. The commentor's opinions regarding the proposed zone change will be forwarded to decision-makers for their consideration.

Response SG-2

The commentor inquires: "Is this a speculative project or is there a tenant ready to occupy a 900,000 square foot building?" At this time, no specific tenant(s) for the Project are under contract.

Response SG-3

The commentor inquires: "What benefit is there to the residents and the City for approving a zone change at this time?" The benefits of a project are not germane to an EIR pursuant to CEQA. Nevertheless, certain potential benefits to the residents and the City are reflected in the Project Objectives. More specifically, as noted at Draft EIR Page 3-4, the Primary Objectives of the Project as identified by the Project Applicant include the following:

- Transition the existing site into a productive use;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

Response SG-4

The commentor inquires: "Why is the City moving away from the General Plan without bringing the entire process back to the residents?" The commentor offers opinions on City development review and approval processes, and the character of local and regional development.

As discussed in the Draft EIR (Pages 4.1-6 through 4.1-9), implementation of the Project would not propose or require a change in the Project site's General Plan land use designation. The commentor's opinions in regard to the City's approval process and the character of local and regional development will be forwarded to decision-makers for their consideration.

Response SG-5

The commentor inquires: "Should the Council change the zoning, will the property be sold to another developer?" Should the Project be approved, it is the applicant's intention to develop the site as proposed. However, there are no restrictions to prohibit the sale of the subject property. It may be noted that, regardless of ownership, Project-specific mitigation measures and other applicable regulations relative to the Project's construction and operations, including those identified in the Draft EIR, would remain in force.

Response SG-6

The commentor inquires: "As a condition of the requested zone change, will the developer be willing to put an appropriate buffer of 1,500 feet on the south side of Fir (future Eucalyptus) Avenue and develop it as a City park with a block wall on the north side of the park?" As a point of clarification, the requested zone change cannot be lawfully conditioned as suggested. Moreover, there is no codified requirement or environmental impact nexus that would require or suggest a 1,500 setback or the creation of a park southerly of the Project site. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response SG-7

The commentor inquires: "Could the traffic flow from both Skechers and Western Ridge [the proposed Westridge Project] be restricted from [using] Redlands Boulevard?" Direct and practical access to the Project site is provided via Redlands Boulevard, located less than one-quarter mile easterly of the Project site. The Project provides all necessary improvements to mitigate its direct traffic impacts affecting Redlands Boulevard to levels that are less-than-significant. Additionally, appropriate mitigation is provided for all potentially significant cumulative traffic impacts affecting Redlands Boulevard.

Opening Year access to and from the SR-60 to the Westridge Project site was assumed to utilize Redlands Boulevard exclusively. The Project TIA (included as Draft EIR Appendix B) does account for the fact that, upon the development of Eucalyptus Avenue to the ultimate configuration identified in the Moreno Valley General Plan Circulation Element, Project-related traffic could also access the SR-60 at Moreno Beach Drive.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response SG-8

The commentor inquires: "Will the building be constructed to LEED standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved?" Similar to the recently approved Highland Fairview/Skechers project, the Westridge Commerce Center will be built to LEED standards. The following discussion at Draft EIR Page 3-16 is presented here for ease of reference.

> The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification. There is no requirement that LEED standards implemented by the Highland Fairview/Skechers development be similarly implemented by the instant Project.

As further described in the Aesthetics section of the Draft EIR (Page 4.9-11) and illustrated in Draft EIR Figure 4.9-3, the Project's building foundation is planned to be located approximately 25 feet lower in elevation than the existing elevation of SR-60. Substantial reduction of the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment.

In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured for example as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000 square foot building would have to be at least 1.7 million square feet in size in order to accommodate a comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be substantial additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint.

Response SG-9

The commentor inquires: "What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility?" As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations." Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions as presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

HIGHLAND FAIRVIEW

14225 Corporate Way
Moreno Valley, CA 92553
Tel: 951.867.5300

December 6, 2010

Mr. Jeff Bradshaw
Associate Planner
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: Westridge Commerce Center – Comments on Draft EIR

Dear Jeff,

Highland Fairview has reviewed the Draft EIR and is concerned with the manner in which the document addresses a number of environmental issues. As you know, the city imposed numerous mitigation measures and conditions of approval on the Highland Fairview Corporate Park (HFCP) project many of which are not applied to this project, despite the similarities of the two projects. Among these issues are air quality, water quality, freeway landscaping treatment, architectural design, sustainability, hazardous materials, biology, global climate change and many other environmental areas.

To address these concerns, we request a meeting with the City planning, traffic and engineering departments to review the proposed mitigations included in the Draft EIR. We are particularly concerned about the following subject areas:

1. The project's contribution to improvements to SR60 mainline and interchanges. HF-1
2. The project's contribution to improvements on Redlands Boulevard. HF has other projects in the area and insufficient improvements by this project should not be allowed.
3. Architectural standards and design comparable to that of the HFCP Skechers building should be articulated from the freeway.
4. The landscape treatment of the interface between the project and SR60 should be comparable to that required by the City for HFCP and should be consistent.
5. The need for a significant commitment from the project to address the visual relationship between the project and the SR60. For example, the HFCP project was lowered 25 feet so that its visual impact could be softened.

We request a meeting with City staff as soon as possible to address these concerns.

Sincerely,

Wayne Peterson
Vice President, Community Planning

HIGHLAND FAIRVIEW

Letter Dated December 6, 2010

Response HF-1

The subject line of this letter indicates that it contains comments on the Westridge Commerce Center Draft EIR; however, these comments do not appear to be intended to address the Draft EIR's technical analysis or findings. Instead, the comments focus on the Westridge Commerce Center's "contribution to improvements," and express concerns regarding the equity of mitigation between the Westridge Commerce Center Project and the recently approved Highland Fairview Project (a 2.6 million-square-foot light industrial/commercial development located south of SR-60 east of Redlands Boulevard). A meeting with City staff is requested "to address these concerns."

On this basis, specific technical responses are not warranted. Mitigation for the Project's potential impacts was included in the Draft EIR, and is detailed in the Project's Monitoring Program, provided in Final EIR Section 4.0. Further, the Project's architectural compatibility with City design standards, and with the Highland Fairview project, is addressed on Draft EIR Page 4.9-6.

The commentor's concerns will be forwarded to decision-makers, as requested. City staff will be pleased to meet with the commentor to discuss their concerns.

Johnson & Sedlack
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December 3, 2010

City Council
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

Community Development Director
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

VIA U.S. MAIL

RE: Draft Environmental Impact Report for Westridge Commerce Center, State Clearinghouse No. 2009101008.

Greetings:

This firm submits the following comments on behalf of Residents for a Livable Moreno Valley, the Moreno Valley Group of the Sierra Club, and area residents after reviewing the Draft Environmental Impact Report.

General Comments:

The California Environmental Quality Act ("CEQA") was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document.

Unfortunately, the **DEIR for this Project fails as an informational document** as it fails to adequately and accurately consider cumulative impacts throughout the document. The DEIR also misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. The DEIR is often conclusory and does not provide the analysis required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusion. This includes often omitting to provide the information required to properly assess impacts. JS-1

Moreover, CEQA requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation must be adopted**. In this way

CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. This has not been done with this Project. Moreover, all mitigation measures required in the EIR must be fully enforceable and certain to occur. This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable approximations of mitigation measures. The Project is also inconsistent with the City of Moreno Valley General Plan. This is unacceptable. JS-1 (cont'd)

Project Overview:

The Westridge Commerce Center is a proposal, sponsored by ProLogis, for the construction of a 937,260 sq. ft. warehouse-distribution facility on approximately 54.66 acres of mostly undeveloped agricultural land located on the north side of Eucalyptus Avenue, west of Redlands Boulevard, near the SR-60/Redlands Boulevard interchange. The project will include approximately 173 loading docks and 14,000 square feet of office space to be divided between the southeast and southwest corners of the building. The future occupants and uses of the property are unknown at this time.

The project would require the removal of approximately 70,000 cubic yards of soil. The project would require the discretionary approval of a zone change (City Case # PA08-0098) from business park to light industrial. The project would also require an amendment to City of Moreno Valley Municipal Code section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts] due to the Project sites adjacency to residentially-zoned property and approval of Tentative Parcel Map No. 36207 (City Case # PA09-023). Adjacent to the project site is SR-60 to the north and Eucalyptus Avenue to the south. Properties to the south of the project are zoned Rural Residential ("RA-2") and designated Primary Animal Keeping Overlay ("PAKO") Zone. A residence is located near the southeasterly corner of the project site. To the west of the project site, although properties are currently under agricultural production, a proposal, also sponsored by ProLogis, has been made to develop, on 117 acres, six distribution warehouse facilities totaling 2.25 million square feet. Properties immediately to the east are designated commercial. Further east, across Redlands Boulevard, development of the 2.6 million square feet Highland Fairview Corporate Park Project has been approved. Regional access to the Project will be provided by the SR-60/Redlands Avenue interchange. JS-2

The DEIR concludes that aesthetic impacts are significant and unavoidable. Noise impacts are significant and unavoidable for the construction phase. Air quality impacts are significant and unavoidable for construction and operation phases. The DEIR also concludes cumulative aesthetic, air quality, construction noise, and traffic impacts are significant.

Cumulative Impacts:

The cumulative impact analysis is brief, lacking in evidence and data, and generally insufficient. CEQA requires that in order to adequately discuss and analyze potential significant cumulative impacts, "[a] list of past, present, and probable future projects producing related or cumulative impacts" must be included in the DEIR. (Cal. Pub. Res. C. § 15130(b)(1)(A).) The lead agency must also "define the geographic scope of the area JS-3

affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used." (Cal. Pub. Res. C. § 15130(b)(2).)

Here, the DEIR looks *only* at the cumulative effects from those "probable development proposals" within a two (2)-mile radius of the Project. **The analysis does not account for any past or present projects as required under CEQA and does not "provide a reasonable explanation" for why the two-mile radius was used.** Although a discussion as to why the Traffic Impact analysis was limited to a two-mile radius was provided in the DEIR, this reasoning does not support a basis for why the Cumulative Impact Analysis section of the DEIR was limited to such a small radius and purely probable future projects. Development within Moreno Valley is occurring on a large scale and the resulting impacts should not be ignored. (See Exhibits 1 – 3.) There is also a great amount of residential development within close proximity to the Project site, yet the impacts from these projects are not included in the analysis. For instance, The Moreno Highlands Specific Plan providing for 7,700 residential units located east of the Project site and the Aqua Belle Specific Plan providing for 2,922 "Active Adult" residential units located southwesterly of the Project site are neither included in the analysis nor mentioned in the DEIR. Also, the Centerpointe Project, a 353,859 square feet distribution center (PA07-0147, PA07-0157) which was approved by the Planning Commission in early 2010 was not included. This failure to analyze any impacts from past and present projects, as well as projects outside of the two-mile radius results in an inadequate analysis of the impacts to traffic, air quality, greenhouse gas emissions, and aesthetics, among others.

JS-3 (cont'd)

Furthermore, the cumulative impact section often fails to recognize that impacts which are less than significant on their own may nonetheless be cumulatively significant. The cumulative impact analysis also fails to summarize "the expected environmental effects to be produced by those projects with specific reference to additional information stating where that information is available," as is required by CEQA. (Cal. Pub. Res. C. § 15130(b)(4).)

Therefore, the DEIR fails as an informational document as it does not provide an accurate analysis of the cumulative environmental effects that will result and therefore does not allow for sound and informed decision making on behalf of approving agencies.

General Plan Consistency:

CEQA requires that an EIR "discuss any inconsistencies between the proposed project and applicable general plans." (CEQA Guidelines 15125(d).)Yet, the DEIR fails to discuss the inconsistency of the Project with a number of applicable provisions contained within the General Plan.

JS-4

The project is inconsistent with the following General Plan provisions: Goal 2.2; Objective 2.13; and Policies 2.10.14, 2.13.1, and 2.13.3. Goal 2.2 requires that "the optimum degree of health, safety, well-being, and beauty for all areas of the community" be achieved yet the Project has numerous significant and unavoidable impacts to the safety, health and well-being of residents throughout Moreno Valley. Policy 2.10.14 requires that existing mature trees be preserved or relocated and only replaced when they cannot be preserved or relocated. Yet, although the Project will replace those existing mature pine trees along the

northerly boundary with a double-row of new trees, the DEIR fails to discuss whether these mature trees will be relocated and if not, how or why preservation or relocation of these mature trees is infeasible. Policy 2.13.3 of Objective 2.13 requires that "the sponsor of a development project…assure that all necessary infrastructure improvements…needed to support project development are available at the time that they are needed" yet, as will be discussed below, there is nothing to indicate that those improvements that will be required to mitigate for traffic will actually be implemented. JS-4 (cont'd)

Agricultural Impacts:

Although the Project will result in the conversion of farmland to non-agricultural uses the DIER finds that the impact will be less than significant. This finding is not supported by substantial evidence when the Initial Study itself states that the site is designated as Farmland of Local Importance due to the high quality of soil at the site and the Project Description states that the land has actually been used for agricultural production within the last twenty (20) years. As such, mitigation for this loss of prime agricultural land is required. It is well documented that agricultural land is the largest part of Riverside's economy. **The EIR prepared for the City of Moreno Valley General Plan recognizes that due to this loss of agricultural land, impacts are potentially significant and feasible mitigation measures would effectively lessen this significant impact.** (See Exhibit 4.) Therefore, the following mitigation measures must be adopted: JS-5

1. Purchase conservation easements on existing agricultural land to ensure that the land is never converted to urban uses.
2. Donate funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.

Land Use and Planning:

This Project will have a significant impact to Land Use and Planning which was not adequately evaluated in the DEIR. The Project involves a zone change from Business Park to Light Industrial as well as an amendment to the Municipal Code as a result of its proximity to residential areas. The effects of the zone change and the amendment to the Muncipal Code are both potentially significant impacts which must be further evaluated and potentially mitigated in the DEIR. JS-6

Additionally, as stated on page 2-4 of the Initial Study land south of the Project site contains a Primary Animal Keeping Overlay Zone ("PAKO Zone") "in order to maintain animal keeping and the rural character of the area" yet this is not even mentioned in the DEIR. The Project's effects on this zoned area and the extent that this Project will disrupt the ability of people to keep animals in this zone must be analyzed and potentially mitigated.

Air Quality and Greenhouse Gas Emissions/Climate Change: JS-7

Air Quality

Air quality impacts will be significant and unavoidable during both the construction and operation phases.

Construction:

The air quality analysis is flawed and underestimates the impact on air quality during construction. The air quality analysis improperly assumes for Phase 2 Grading a value of zero Vehicle Miles Traveled (0 VMT) for on-road truck travel. This is improper as the analysis must account for the VMT by construction workers *to and from* the Project site. JS-7 (cont'd)

Even under the current analysis, without mitigation, construction of the project will result in levels of VOC, NOx, PM10, and PM2.5 exceeding SCAQMD Regional Thresholds, yet all feasible mitigation measures were not adopted to reduce construction related emissions, and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur. For example, MM 4.3.4 does not reduce VOC to the greatest extent feasible. MM 4.3.4 should be modified to require that all paints, coatings, and solvents are zero (0) VOC. JS-8

MM 4.3.1 does not sufficiently mitigate for air quality impacts and is uncertain and unenforceable. In recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM10 and PM2.5 fugitive dust haul road emissions *by approximately 44%*. Yet, MM 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. MM 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%. This measure should also be modified to include the specific measures which the contractor shall take to ensure that traffic speeds on unpaved roads are reduced to 15 miles per hour, such as the placement of signage or other speed controlling devices. Mitigation measures should also be required to include measures which mitigate for and ensure dust control at the dump site where the soil from the project site will be placed. JS-9

MM 4.3.7 should not only require that electrical power sources "be provided" but also require that electrical construction equipment be *actually used* "whenever technically feasible." JS-10

Although the air quality analysis recommends that "[p]rior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling," this mitigation measure was not included in the DEIR. This is unacceptable, particularly since the DEIR states that air quality emissions are significant and unavoidable, and this mitigation measure is plainly feasible and would reduce air quality emission. Moreover, this measure is required by CARB, in Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations. This mitigation measure must be included in the DEIR. JS-11

The air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas "quickly" should be adopted. Yet, the DEIR fails to include such a mitigation measure. Again, this is unacceptable particularly since the air quality emissions are significant and unavoidable and this mitigation would reduce both PM10 and PM2.5 by JS-12

an additional 10%. Mitigation must be included requiring that landscaping or other vegetation be planted as soon as possible after disturbance. JS-12 (con'd)

In analyzing air quality due to fine site grading activity, the air quality analysis assumes that a maximum of 13.66 acres per day will be disturbed by grading activity. In order to ensure that the effect on air quality from fugitive dust is not greater than that relied upon by the DEIR, a mitigation measure must be adopted that *limits* fine site grading activity to a level below 13.66 acres per day. In fact, an even lower maximum daily acreage should be required in order to further mitigate for these impacts. JS-13

Even after applying mitigation measures, construction air quality impacts are expected to be significant and unavoidable and well above the thresholds of significance for criteria pollutants. For example, with implementation of the mitigation measures listed in the DEIR, emissions of PM10 during construction will amount to 39.51 $\mu g/m^3$ over 24-hours, almost four times the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold, while emissions of PM2.5 during construction will amount to 12.40 $\mu g/m^3$ over 24-hours, well over the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold. Additionally, VOC will reach 205.37 lbs/day, more than two and one half times the 75 lbs/day SCAQMD Regional Significance Threshold and NOx will reach 287.12 lbs/day, almost three times the 100 lbs/day SCQAMD Regional Significance Threshold. Yet, the DEIR suggests adoption of only nine (9) mitigation measures and simply concludes that the remaining unmitigated emission are unavoidable. This is insufficient. In order to further reduce construction air quality emissions, the following additional mitigation measures should be adopted:

1. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.
4. Complete all roadways, driveways, sidewalks, etc., as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.
5. Pave all roads on construction sites as soon as technically possible.
6. Limit fugitive dust sources to 20 percent opacity.
7. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
9. Require high pressure injectors on diesel construction equipment.*
10. Restrict engine size of construction equipment to the minimum practical size.*
11. Use Electric construction equipment where technically feasible.*
12. Substitute gasoline-powered for diesel-powered construction equipment.*
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.*
14. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of

JS-14

large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*

15. Install catalytic converters on gasoline-powered equipment.*
16. Use electricity from power poles rather than temporary diesel power generators.*
17. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.*
20. Provide shuttle service to food service establishments/commercial areas.*
21. Provide shuttle service to transit stations/multimodal centers.*
22. Utilize only CARB certified equipment for construction activities.*
23. All forklifts shall be electric or natural gas powered.*
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.

JS-14 (cont'd)

Operational:

The Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. **Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930).** This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts.

JS-15

The DEIR also inaccurately represents the values used in the LST Analysis. The Air Quality Analysis states that the average trip length used was 0.3 miles and the vehicle speed was 10 miles per hour. Yet, the DEIR incorrectly states that the average trip length used in the LST Analysis was 0.5 miles while the vehicle speed was 5 miles per hour. (DEIR, 4.3-68) Again, this failure in the DEIR to accurately reflect the values used in the LST Analysis renders the DEIR inadequate as an informational document.

JS-16

The DEIR and air quality analysis conclude that for long-term operational activities, even after mitigation, VOCs and NO_x will exceed SCAQMD's Regional Significance Thresholds. Without mitigation, the regional emissions of VOCs and NO_x are exceeded for both summer and winter, with NO_x greatly exceeding the threshold of 55 lbs/day with 739.69 lbs/day in the summer and 819.10 lbs/day in the winter. With the mitigation measures, the emissions of

JS-17

NO_x would be reduced by only a meager .03 lbs/day in summer and .17 lbs/day in winter and emissions of VOCs would be reduced by only .01 lbs/day. These reductions are clearly insignificant. **The mitigation measures do not actually mitigate for the significant operational impacts to NOx and VOC.** JS-17 (cont'd)

MM 4.3.11 requires that the project surpass California Title 24 Energy Efficiency performance standards by a minimum of 20 percent. This goal is to be met by using any combination of a number of listed design features. Particularly since NOx emissions are significant this mitigation measure should require that the project surpass California Title 24 Energy Efficiency standards by at least 30 percent. In fact, all design features listed should be required to be implemented as a way to mitigate the significant effects on air quality. JS-18

Additionally, many more operational mitigation measures are feasible and may be implemented through contract requirements in the purchase, sale, or lease agreement. Such mitigation must be required unless the incorporation into the contract of a mitigation measures is shown to be *infeasible*, not merely inconvenient. The following mitigation measures should be required to reduce Project operational impacts:

1. Require the utilization of zero VOC paint, coatings, and solvents.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become SmartWay Partner.*
4. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.* JS-19
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.*
7. Install catalytic converters on gasoline-powered equipment.*
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM_{10} compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.

9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.*
10. Require each user to establish a carpool/vanpool program.*
11. Provide on-site child care or contribute to off-site child care within walking distance.*
12. Provide preferential parking for carpool/vanpool vehicles.*
13. Provide secure, weather-protected bicycle parking for employees.*
14. Provide direct safe, direct bicycle access to adjacent bicycle routes.*
15. Provide showers and lockers for employees bicycling or walking to work.*
16. Short-term bicycle parking for retail customers and other non-commute trips.*
17. Connect bicycle lanes/paths to city-wide network.*
18. Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.*
19. Prohibit idling of trucks for periods exceeding three minutes.*
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.*
21. Provide shuttle service to food service establishments/commercial areas.*
22. Provide shuttle service to transit stations/multimodal centers.*
23. Implement parking fee for single-occupancy vehicle commuters.*
24. Implement parking cash-out program for non-driving employees.*
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.*
26. Implement a compressed workweek schedule where feasible.*
27. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.*
28. Install EV charging facilities *for a minimum of 10% of all parking spaces.**
29. Install a CNG fueling facility.*
30. Provide preferential parking locations for EVs and CNG vehicles.*
31. Utilize electrical equipment for landscape maintenance.*
32. Utilize only CARB certified equipment for construction activities.*
33. All forklifts shall be electric or natural gas powered.*
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.*
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.*
36. Utilize low pressure sodium fixtures for exterior lighting including parking lots.
37. Utilize electric yard trucks.*
38. All buildings shall be constructed to LEED Platinum standards.*
39. The operator shall meet SmartWay 1.25 ratings.*
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.*
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.*
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.*
43. The operator shall purchase only green power.*

JS-19 (cont'd)

Climate Change/GHG emissions:

According to the air quality analysis, this Project would generate GHG emissions that will have a significant effect on the environment. However, the DEIR concluded that GHG emissions are less than significant since the Project's emissions will not exceed the thresholds of significance proposed by SCAQMD (stationary source GHG emissions ≥ 10,000 metric tons per year of CO_2E) or CARB (7,000 metric tons per year of CO_2E from non-transportation related GHG sources). Not only is this conclusion improper but the analysis used to determine GHG emissions is also flawed. JS-20

The thresholds for significance for SCAQMD and CARB relate only to *non-transportation/stationary* sources. Therefore, the GHG emission analysis and conclusion of less than significance is deeply flawed as it fails to account for the majority of GHG emissions for the Project which are attributable to non-stationary/mobile sources. Of the total estimated 30,003.39 metric tons/year of CO_2E, 27,858.08 metric tons/year come from mobile sources, whereas only 7% of CO_2E is derived from stationary sources. JS-21

Furthermore, the same reduced number of trips used in the air quality analysis was used for determining the impact on global climate change. For the same reasons previously discussed, this is inappropriate and does not adequately represent the negative impact this Project will have on global climate change. When the 2,930 traffic trips used in the traffic analysis is used rather than the 1,585.22 traffic trips as suggested, the GHG emission for transportation sources increases more than double from 27,858.08 CO_2E to 51,490.77 CO_2E. **Clearly, GHG emissions are far greater than that estimated in the DEIR.** JS-22

The GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project. Where the project consists of a new distribution center and truck parking, the vehicular emissions in fact create a "new" mobile source of emissions as they create new trucking jobs, and do not merely redistribute the existing traffic patterns as this analysis has assumed. JS-23

The DEIR incorrectly concludes that even though GHG emissions from the Project would be significant, since the Project is consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG emissions are not cumulatively considerable. Yet, this project is, in fact, inconsistent with the CARB Scoping Plan. For instance, Action T-7 recommends that trucks/trailers be retrofitted with BAT and/or CARB-approved technology, yet this Project does not require this retrofit. The DEIR also states that the Project is consistent with Action E-4 (Million Solar Roofs) which sets a target for the installation of 3,000 megawatts (MW) of new solar capacity by 2017, yet the Project does not include nor require installation of a photovoltaic solar electricity system. In order to actually work to achieve this goal of new solar capacity, the Project should require, as a mitigation measure, the installation of a photovoltaic solar electricity system Such a system may be required through contract requirements in the purchase, sale, or lease agreement. JS-24

The DEIR also states that the Project is in compliance with 2006 CAT Report GHG Emission Reduction Strategies. Yet, these determinations of compliance are not supported by any *mandatory requirements,* but rather based on mitigation measures which are not fully enforceable or feasible. For example, the DEIR states that vehicles accessing the site will be in compliance with CARB vehicle standards to the "maximum extent feasible," but does not define this or implement any standard of performance. The DEIR also states that compliance JS-25

with the State's goal of achieving 50% Statewide Recycling will be met through including "provisions for tenants to recycle," yet, there is no requirement that this goal be met. Recycling of at least 50% by the future tenant should be mandatory and required as a mitigation measure through contract requirements in the purchase, sale or lease agreement. In stating that the Project is compliant with the requirement for water use efficiency, the DEIR states that implementation of water conserving devices should be required "to the extent feasible." This language is again vague and does not include any enforceable performance standards. Also, the Project does not require compliance with the California Solar Initiative, one of the strategies identified as critical for California to meet its greenhouse gas reduction targets. The Project merely *recommends* adoption of a requirement that "[a]ll buildings be designed to accommodate renewable energy sources, such as pholtovoltaic solar energy systems…" (DEIR, pg. 1-58) Again, this should be a *required*. Furthermore, the project is also inconsistent, and/or determined to not require compliance with several other CAT strategies, notably with respect to Alternative Fuels. JS-25 (cont'd)

The DEIR fails to analyze or provide evidence as to how any alleged compliance with the strategies in the 2006 CAT Report or the CARB Scoping Plan would reduce GHG emissions from this Project so that cumulative GHG impacts would not be significant. Furthermore, the DEIR fails to show how the Project is consistent with statewide goals in AB32 of reducing carbon emissions to 1990 levels 2020 and of Executive Order S-3-05 of reducing carbon emissions to 80% below 1990 levels by 2050, when this project only contributes to and increases these carbon emissions. JS-26

The California Air Pollution Control Officer's Association ("CAPCOA") has analyzed several means of determining the significance of a project's greenhouse gas impacts under CEQA in its CEQA & Climate Change White Paper. CAPCOA determined that a threshold of zero or a quantitative threshold designed to capture 90 percent or more of likely future discretionary projects (a 900-ton CO_2E threshold) are highly effective at reducing emissions and highly consistent with the emission reduction targets set forth under AB 32 and Executive Order S-3-05. (See Exhibit 5.) The Bay Area Air Quality Management District (BAAQMD) has also drafted guidance on the determination of significance for greenhouse gas impacts. BAAQMD has recognized that there is a "gap" between state action to reduce emissions and the need to further reduce emissions from land-use driven sectors in order to reach AB 32 targets. (See Exhibit 6.) After a series of calculations, BAAQMD then determined that projects above 1,100 tons (accounting for approximately 92% of all GHG emissions from new land use development) would be considered significant, thereby requiring the adoption of all feasible mitigation measures and helping to get nearer to meeting AB 32 targets after statewide regulations are taken into account. Additionally, in the EIR for the Highland Fairview project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change. The Project clearly exceeds the zero threshold. Accordingly, all feasible mitigation measures must be implemented and thus all suggested design features in Mitigation Measure 4.3.11 must be required to be implemented in the Project design. JS-27

The DEIR improperly concludes that due to the Project's supposed consistency with the CARB Scoping Plan and the 2006 CAT Report "that the Project's greenhouse gas emissions are not cumulatively considerable." (DEIR, pg. 5-14) As discussed above, even if the Project were consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG JS-28

emissions from the Project are not less than significant. Additionally, the conclusion that GHG emissions are not cumulatively considerable just because the emissions are not individually considerable (although not actually true) completely ignores the concept of cumulative impacts. "'Cumulatively considerable' means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects." Guidelines § 15064(h)(1). As the DEIR admits, climate change is a global issue as emissions from sources worldwide combine to create the most pressing environmental and social problem of our time resulting in increased flooding, decreased water supply, negative impacts to biological resources, as well as numerous other negative effects. These sources may "appear insignificant when considered individually, but assume threatening dimensions when considered collectively with other sources with which they interact." *Los Angeles Unified School Dist. v. City of Los Angeles,* 58 Cal.App.4th 1019, 1025 (1997). Here, the cumulative effects on GHG emissions were not adequately analyzed. GHG emissions, which are already estimated at over 30,000 metric tons of CO_2E per year for just this Project, will have a large cumulative effect and this impact must be addressed in the DEIR and be properly mitigated. **Adoption of air quality mitigation measures marked with an asterisk and provided above will help further mitigate GHG emissions.** JS-28 (cont'd)

After all measures have been implemented to reduce emissions, any remaining emissions that cannot be eliminated may be mitigated through off-site measures. The Final Statement of Reasons for CEQA GHG Guidelines specifically contemplates off-site mitigation such as "community energy conservation projects." CAPCOA also found that a potential cost-effective offset and verifiable offset could include an energy-efficient retrofit of existing building stock in the Project area to offset the remainder of the Project's emissions. (See Exhibit 5 at 80.) Offsetting GHG emissions in the project area could also effectively reduce criteria pollutants. JS-29

Noise:

Construction:

Intermittent noise levels due to construction at the Project site are expected to reach 89 dBA at the nearest residential properties, well in excess of the daytime 60 dBA Leq allowable under the Moreno Valley Municipal Code. Even at the more distant residential neighborhoods one quarter mile away from the Project site, noise levels during construction are expected to reach 60 to 65 dBA Leq. The DEIR concludes that even after implementing four mitigation measures, that construction noise will be significant and unavoidable. Yet, the DEIR does *not* adopt all feasible mitigation measures. Also note that Mitigation Measure 4.4.3, which limits constructions activities to between 7:00 a.m. and 8:00 p.m. does *not* mitigate the fact that noise levels of 89 dBA will be in excess of the City's noise ordinance during *daytime* hours. The fact that the ordinance establishes time frames does not eliminate or lessen the environmental impact it merely means that the impacts are not subject to criminal sanctions. The threshold of significance is therefore still exceeded during the day. JS-30

Additionally, Mitigation Measure 4.4.4 merely requires that the Project plans include a statement that "for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be JS-31

installed along the Project's southerly boundary" and should "provide maximum reduction for noise sensitive uses…." The term "maximum reduction" is vague and unenforceable. In order to ensure that this mitigation measure actually reduces the level of noise, the measure should require that these sound barriers, which should also include temporary sound walls, actually **reduce noise at sensitive receptors to no more than 60 dBA Leq.** JS-31 (cont'd)

The Noise Analysis recommends the following feasible mitigation measures which must be adopted:

1. Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.
2. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.
3. Notify surrounding homeowners of expected, specific construction related noise impacts.

JS-32

In addition, the following mitigation measures, not mentioned in the Noise Analysis, should be adopted:

4. When technically feasible, electrical construction equipment should be utilized.
5. During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.

JS-33

Additionally, the DEIR improperly adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA or greater. This is an improper and inaccurate assumption and is certainly not supported by Appendix G of the *CEQA Guidelines* as stated in the DEIR. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance…." Here, 60 dBA is the standard for residential uses and noise levels will be in excess of this standard. JS-34

In terms of ground-borne vibration, there is no evidence pointed to in the DEIR that shows that vibrations would be less than significant even though heavy equipment used during construction "could potentially generate groundborne vibration impacts." Instead the DEIR makes the conclusory statement of insignificance without data or analysis to support such a determination. The DEIR also only mentions vibration impacts to *buildings* when it should also look at impacts to people. Therefore, the DEIR again fails as an informational document. JS-35

<u>Operational - Cumulative Impacts:</u>

As previously discussed, the DEIR fails to look at all cumulatively related projects. This is improper. JS-36

The DEIR finds that the cumulative effects on existing roadways will cause an increase in noise levels of up to 9.5 dB, yet, the DEIR improperly concludes that since the impact from the Project *on its own* is less than 3 dBA that the cumulative impact is not significant. Again, this analysis is completely improper. An increase of 3 dBA is <u>not</u> the threshold of significance adopted for the project. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance ...." Again, that standard for residential uses is 60 dBA and noise levels will be in excess of this standard. For example, with the project, noise levels 100 feet from Redlands Boulevard south of the SR-60 eastbound off-ramp will reach 69.3 dBA and noise levels 100 feet from SR-60 will range from 82.1 to 83.9 dBA. Further, the project will cause noise levels to *increase over levels without the project* at numerous roadway segments. This is a significant impact for which all feasible mitigation must be required. JS-37

Additionally, the Noise Analysis uses noise measurements previously taken at the G.I. Trucking facility in Pomona, California, although neither the Noise Analysis nor the DEIR provide information on this facility in order to show that the activity at the G.I. Trucking facility is comparable to that which would occur at this Project. Therefore the analysis is inadequate to determine the accuracy of potential noise impacts. JS-38

The following feasible mitigation measures must be adopted as recommended in the Noise Analysis: JS-39

1. All trucks, tractors and forklifts shall be operated with proper operating and well maintained mufflers.
2. Maintain quality pavement conditions that are free of bumps to minimize truck noise.
3. Limit the number of idling trucks on the southeastern portion of the site.

Traffic and Circulation:

Interstate 15 ("I-15") and Interstate 215 ("I-215") provide access to the Project area and will most certainly be used to access the Project site. Yet, the DEIR fails to assess the impacts this Project will have on I-15 and I-215 and fails to provide feasible mitigation for projected increased traffic congestion to I-15 and I-215. In order to mitigate for the substantial impacts to these Interstates, mitigation must be included which requires the Project to contribute a fair share to CALTRANS in order to support implementation of improvements to the I-15 and I-215. JS-40

Numerous mitigation measures require that the project participate in fee programs, namely the TUMF and DIF Programs. While payment of fair share fees can be appropriate mitigation for cumulative traffic impacts, they are only adequate when there is an existing program, and that program is adequately funded. The DEIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project. The DEIR also fails to provide information as to the availability of existing fee programs and the financial capability of these programs to actually fund the required improvements for this project. JS-41

The traffic impact mitigation relying on the DIF program is inadequate and is not certain to mitigate traffic impacts. The City announced several months ago that the DIF fees were inadequate to actually construct all required improvements. At that time, the DIF fees were underfunded by approximately 50%. In addition, at the August 18, 2009 City Council Hearing, the City further reduced DIF fees, further increasing the shortfall. There is absolutely no evidence in the record to show that the existing program is adequately funded.

Additionally, these measures do not indicate when the fees will be paid. If required to be paid at the time of construction, the amount could be non-representative of the project's "fair share" in the future. Accordingly, there is absolutely nothing to indicate that the traffic mitigation needed can actually be completed, that mitigation will bring levels of service to acceptable levels, or that there will be adequate funding to install the improvements prior to their need. JS-41 (cont'd)

Therefore, the following mitigation measures should also be adopted:

1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*
2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.*
3. Reroute construction trucks away from congested streets and sensitive receptor areas.*
4. Configure construction parking to minimize traffic interference.*
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite. *
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.*
8. Provide shuttle service to transit stations/multimodal centers for the construction crew.*
9. Improve traffic flow by traffic synchronization.

JS-42

Again, the cumulative analysis of traffic impacts is insufficient as it fails to consider numerous projects as previously discussed. JS-43

Water Supply/Sewer:

The DEIR improperly looks to potable water demand of the project (44 acre feet per year) to determine less than significant impact on water supply, instead of total water demand. The DEIR states that the "EMWD has determined that it will be able to provide adequate water supply to meet the **potable** water demand for the project…." There is no analysis of the impact of any additional water for the Project on diminishing water supplies for other uses such as agricultural uses, despite the fact that agricultural users have been put on mandatory water reductions because of water shortages. JS-44

The DEIR fails to examine impacts from global warming and climate change to water supplies. Specifically, the DEIR does not account for decreased snow pack, expected levee failure, and salinity intrusion into coastal water tables, especially with the State Water Project. Additionally, the state-wide drought and low availability of water throughout southern California will cause water supply to likely be much lower than projected, and the project may have a very significant impact. JS-45

In order to mitigate for these significant impacts, the following mitigation measures should be adopted: JS-45 (cont'd)

1. Install permeable pavement in car parking areas.
2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.

Hydrology and Water Quality:

As discussed in the Preliminary Hydrology Study, on page 6, in order to mitigate for impacts from runoff, the project should be required to "clean the sediment build up in the existing triple 60" pipes crossing under the 60 freeway as well as the existing 60" Pipe outleting into the Redlands Blvd. westerly drainage ditch. This mitigation measure must be included in the DEIR. JS-46

The DEIR fails to analyze the impact at the southwesterly corner of the Project site if the future drainage improvements that are to eventually be constructed "by others in association with eventual bridged crossing of the Quincy Channel" are not constructed or construction is delayed. The DEIR fails to indicate when these drainage improvements are to be constructed and how they will be funded. JS-47

Cultural Resources:

The DEIR fails to provide adequate information to evaluate whether prehistoric resources will be impacted as a below ground investigation was not conducted, merely a surface study, even though most prehistoric resources would be expected to be discovered underground and prehistoric resources have been identified at numerous sites within one mile of the Project site. JS-48

Additionally, the mitigation measures provided to reduce cultural resources below a level of significance are insufficient and uncertain. CEQA prefers that underground cultural resources be preserved in situ whenever possible, yet this Project fails to account for this or require mitigation which requires that resources be preserved underground. MM 4.7.1 and 4.7.3 permit only temporary halts upon discovery of cultural resources, although longer halts and delays may be necessary to properly record and remove resources. These mitigation measures state that this delay is meant to "avoid construction delays." Therefore, it is likely that the cultural resources located onsite will be unearthed, damaged, improperly recorded, etc. in order to not inconvenience construction. JS-49

Further mitigation is feasible. The mitigation measures should give the cultural resources monitor the power to halt construction for as long as necessary in order to properly unearth and remove resources, not merely do a piecemeal salvage job. Further, some option to preserve the resources in situ should be provided in the event of the discovery of extensive cultural resources. JS-50

Biological Resources:

The DEIR and biological survey conclude, without providing adequate evidence or analysis, that although common wildlife would potentially be impacted by loss of this ruderal agricultural land, that this impact would not be significant. This is a conclusory statement not supported by evidence in the DEIR. The development of farmland and open space results in a loss of habitat and in turn, wildlife. The impacts to biological resources must be accurately analyzed and mitigated. JS-51

Aesthetics:

The Project is expected to change scenic vistas and cause a significant and unavoidable aesthetic impact and cumulatively result in a substantial adverse effect on scenic views in the Project area. In an attempt to mitigate these effects, the Project should be required to conduct off-site mitigation and preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County. JS-52

Project Alternatives:

CEQA requires that an EIR consider a reasonable range of project alternatives that lessen significant project impacts and meet basic project objectives. In this case, the DEIR fails to satisfy this mandate by not analyzing a "reasonable range" of alternatives because besides the no-project alternatives, the DEIR only actually considers the Reduced Intensity Alternative and Alternative Site 5. Further, Alternative Site 5 would not lessen significant project impacts. Although mentioned in the DEIR, Alternative Sites 1, 2, 3, and 4 were not actually considered as these sites are unavailable since other development is already planned for these sites. Further, any rejection of project alternatives has to be supported by findings supported by substantial evidence and this evidence does not appear in the record. JS-53

Thank you for your consideration.

Sincerely,

Raymond W. Johnson, Esq. AICP
JOHNSON & SEDLACK

Encl: Exh (11)

EXHIBITS

(1) Moreno Valley New Project Maps with Commercial Development Activity, New Housing and Planned New Housing. (Accessed from the City of Moreno Valley website, December 2, 2010).

(2) Moreno Valley Residential Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(3) Moreno Valley Commercial Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(4) Final Environmental Impact Report, Moreno Valley General Plan: 5.8, Agricultural Resources. (July 2006).

(5) California Air Pollution Control Officers Association. (January 2008) *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act.*

JS-54

(6) Bay Area Air Quality Management District. (December 7, 2009) *California Environmental Quality Act Guidelines Update, Proposed Thresholds of Significance.*

(7) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 4.0 Construction Noise Criteria and Descriptors.*

(8) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 9.0 Construction Equipment Noise Levels and Ranges.*

(9) U.S. Department of Housing and Urban Development. (March 1985) *The Noise Guidebook.*

(10) Suter, Dr. Alice H., Administrative Conference of the United States. (November 1991) *Noise and Its Effects.*

(11) Federal Interagency Committee on Urban Noise. (June 1980) *Guidelines for Considering Noise in Land Use Planning and Control.*

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

JS-55

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

JS-55 (cont'd)

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

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26785 Camino Seco 12/97- Present
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Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community. JS-55 (cont'd)

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.

Lee's Summit, MO
6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO
9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.

Project Coordinator
6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

JS-55 (cont'd)

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS. JS-55 (cont'd)

JOHNSON & SEDLACK

Letter Dated December 6, 2010

Response JS-1

The City disagrees with the commentor's generalized assertions regarding the adequacy of the Westridge Commerce Center Draft EIR. As detailed in the following responses, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative impacts has been identified within the Draft EIR. As appropriate, additional measures suggested by the commentor have been incorporated to further reduce impacts, but these changes do not alter the conclusions or analysis contained in the DEIR. These mitigation measures, as amended herein, have been carried forward into the Mitigation Monitoring Plan included as Section 4.0 within this Final EIR. Similarly, the commentor's contention that the Project is inconsistent with the City's General Plan is addressed in the following responses.

Response JS-2

This comment incorrectly identifies the "Project Sponsor" as ProLogis. As noted on Draft EIR Page 2-2, the Project proponent is actually Ridge Property Trust. Otherwise, the commentor has accurately summarized the general aspects of the proposed Project and its significant impacts.

Response JS-3

This comment incorrectly infers that the Draft EIR's analysis of cumulative impacts was limited to a limited geographical area surrounding the Project site. In addition to the eleven existing and planned development projects identified in Draft EIR Table 5.1-1 (please refer to Draft EIR Page 5-2), the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be

considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

Affected Draft EIR discussions at Pages 5-1 through 5-25 are revised, as indicated below by **bold underlined text,** providing clarification of considered parameters and geographic scope for each cumulative impact topic.

5.1 CUMULATIVE IMPACT ANALYSIS

CEQA requires that an EIR identify any significant cumulative impacts associated with a project [Guidelines, Section 15130 (a)]. When potential cumulative impacts are not deemed significant, the document should explain the basis for that conclusion. "Cumulative impacts" are defined as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." [*CEQA Guidelines*, Section 15355 (a l)]. Thus, a legally adequate cumulative impact analysis is an analysis of a particular project viewed over time and in conjunction with other related past, present and reasonably foreseeable probable future projects whose impacts might compound or interrelate with those of the project at hand. CEQA notes that the discussion of cumulative impacts should be guided by standards of practicality and reasonableness [Guidelines, Section 15130 (b)]. Only those projects whose impacts might compound or interrelate with those of the project under consideration require evaluation. CEQA does not require as much detail in the analysis of cumulative environmental impacts as must be provided for the project alone.

The Guidelines identify two basic methods for satisfying the cumulative impacts analysis requirement: the list-of-projects methodology and the summary-of-projections methodology. Because each environmental resource is affected by its surroundings in different

ways, either of the two methodologies, or a combination of both, may be applied to the analysis of cumulative impacts to each resource. For example, because the approval process and construction phase of development typically takes at least one to two years, the list-of-projects method is likely to provide a more accurate projection of growth in the near term. This method may overstate potential cumulative impacts because the considered list-of-projects may include proposals that will never be developed. Similarly, because development proposals are rarely publicly known until within five (5) years of the expected development, the summary-of-projections method provides a more accurate projection of growth over the long term. This method may not accurately predict growth in any given year, but aggregates various growth trends over the long term. Unless otherwise noted, potential cumulative impacts of the Project are considered in the context of known or probable development proposals (related projects) as well as anticipated ambient growth of the City and region.

As noted previously, the Guidelines identify "that only those projects whose impacts might compound or interrelate with those of the Project under consideration require evaluation." In this regard, it is recognized that within the context of the cumulative impacts analysis, varied criteria are employed in determining the scope and type of "cumulative projects" to be considered. For example, the analysis of cumulative traffic impacts evaluates the Project's traffic impacts in the context of other known or probable development proposals that would discernibly affect traffic conditions within the Traffic Impact Analysis Study Area, though such projects may not affect other environmental considerations.

The manner in which each resource may be affected also dictates the geographic scope of the cumulative impacts analysis. For example, cumulative traffic impacts will typically be localized to the vicinity of a given project site because after a relatively short distance, traffic patterns tend to normalize. Similar considerations factor in evaluating potential cumulative impacts for each of the EIR's environmental topics (Land Use and Planning, Traffic and Circulation, Air Quality, Noise, Water Supply, Hydrology and Water Quality, Cultural Resources, Biological Resources, and Aesthetics).

Unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

Potential cumulative impacts of the Project are considered in the context of known or probable development proposals, as well as anticipated generalized ambient growth of the region. As identified at Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" have been identified within the cumulative scope of the Westridge Commerce Center Project. Related projects have been identified in consultation and coordination with the Lead Agency. . . .

. . . It should be noted that, with the exception of specific Project-related traffic, air quality, noise and aesthetic impacts, which are forecast to remain significant and unavoidable even after application of all feasible

mitigation, implementation of the mitigation measures identified in this Draft EIR (found in Table 1.10-1) would reduce impacts to a level that is considered less-than-significant.

5.1.1 DISCUSSION OF CUMULATIVE IMPACTS

Potential cumulative impacts for each topic of environmental concern considered in this EIR and associated Initial Study are discussed below. Assessments of potential cumulative impacts are based on development scenarios and growth projections presented in the City's General Plan, related analyses of cumulative impacts presented in the General Plan EIR, as well as potential cumulative effects of the previously-identified related projects.

5.1.1.1 Cumulative Impacts Related to Land Use and Planning

The cumulative impact area when considering potential cumulative land use and planning issues generally includes areas that are currently, or are anticipated to be, subject to provisions of the City General Plan and Zoning Ordinance. These areas include the currently incorporated areas of the City of Moreno Valley and unincorporated areas of the County of Riverside lying within the City's Sphere of Influence.

Implementation of the Westridge Commerce Center Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. It is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area. . . .

5.1.1.2 Cumulative Impacts Related to Traffic and Circulation

The cumulative impact area for traffic circulation impacts is generally defined by the Traffic Impact Study Area as detailed within the Project

Traffic Impact Analysis (EIR Appendix B). This Area includes, but is not limited to potentially affected roadways and intersections within the City of Moreno Valley, and also considers all potentially affected Caltrans and Congestion Management Program facilities.

Project-Specific Impacts Are Reduced To Levels That Are Less-Than-Significant

Project-specific traffic impacts are addressed through implementation of on-site improvements and mitigation to be completed prior to issuance of the first Certificate of Occupancy for the Project. . . .

5.1.1.3 Cumulative Impacts Related to Air Quality

The cumulative impact area for air quality considerations is generally defined by the encompassing Air Basin and boundaries of jurisdictional air quality management agency, in this case, the South Coast Air Basin (SCAB) and the South Coast Air Quality Management District (SCAQMD) respectively. Project emissions within the context of SCAQMD's regional emissions thresholds provide an indicator of potential cumulative impacts within the jurisdictional Air Basin. Impacts to air quality from cumulative projects may occur within the entire Air Basin. Due to the defining geographic and meteorological characteristics of the Air Basin, criteria pollutant emissions that would potentially cumulatively impact air quality would be, for practical purposes, restricted to the Air Basin. Accordingly, the Basin geographic area is the appropriate limit for this cumulative Air Quality analysis. Cumulative localized impacts for pollutants are also considered, and reflect Project air pollutant emissions in the context of ambient air quality conditions more immediate to the Project site.

Global Climate Change impacts are by definition, cumulative and global in scope.

Construction-Source Pollutant Emissions

EIR Section 4.3, "Air Quality," and EIR Appendix C address potential air quality impacts of the Project. As discussed, even after compliance with all rules and regulations, Project-related construction activities will temporarily result in exceedances of applicable SCAQMD regional thresholds for VOC and NOx. . . .

5.1.1.4 Cumulative Impacts Related to Noise

The cumulative impact area for noise considerations is generally defined as surrounding properties that could receive Project-generated noise (either construction or operational), and would also include roadway corridors affected by Project-related traffic and associated vehicular noise (existing EIR discussion at Page 5-14).

5.1.1.5 Cumulative Impacts Related to Water Supply

The cumulative impact area for water is the Eastern Municipal Water District (EMWD) service area and encompassing Metropolitan Water District (MWD) jurisdiction. Water supply issues germane to the Project including cumulative water supply impacts are comprehensively addressed within The Project Water Supply Assessment, (Eastern Municipal Water District) June 4, 2008. The Project Water Supply Assessment is presented at Draft EIR Appendix E.

As discussed in Draft EIR Section 4.5, potential cumulative impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. . . .

5.1.1.6 Cumulative Impacts Related to Hydrology and Water Quality

The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area encompassed by the jurisdictional Regional Water Quality Control Board (RWQCB), in this case the Santa Ana Regional Water Quality Control Board. Local oversight is also provided by the City of Moreno Valley and Riverside County.

Potential hydrology and water quality impacts of the Project are addressed in EIR Section 4.6, "Hydrology and Water Quality." As discussed in the EIR, Project-related storm water management will be realized through a system of on-site detention basins and controlled release of storm waters to existing and proposed drainage facilities. . . .

5.1.1.7 Cumulative Impacts Related to Cultural Resources

The cumulative impact area for prehistoric, archaeological, and historic resources is the Perris Plain/Perris Valley area (including the Cities of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within the Perris Plain/Perris Valley area would be site-specific. In the event that similar resources are encountered at any other project sites, specific mitigation measures would be applied before development could proceed.

As discussed in Draft EIR Section 4.7, potential impacts to cultural resources are determined to be less-than-significant as mitigated. . . .

5.1.1.8 Cumulative Impacts Related to Biological Resources

The cumulative impact areas for biological resources are generally defined by available habitat, species' range(s), physical constraints, and other

limiting factors as discussed within the Project Biological Resources Assessment, Draft EIR Appendix G (existing discussion at EIR Page 5-20).

5.1.1.9 Cumulative Impacts Related to Aesthetics

The cumulative impact area for aesthetic impact considerations is generally defined as the city of Moreno Valley General Plan Area. More specific to the Project, cumulative impacts of concern are impacts to views and viewsheds along SR-60 in the Project vicinity.

As presented in EIR Section 4.9, "Aesthetics," new industrial uses proposed by the Project will substantially alter the existing visual sense of the subject property, which is currently a vacant site. . . .

Related development proposals that would potentially interact with Project traffic are summarized in the Draft EIR (Draft EIR at Page 4.2-16) and identified graphically at TIA Exhibit 5-11. The developments referenced by the commentor, including the Moreno Highlands Specific Plan (adopted in 1992), the Aqua Bella Specific Plan (adopted in 2005), and Centerpointe Business Park Project (approved in 2006) are reflected in the City's most recent General Plan Amendment, which was adopted in 2006. Traffic generated by these projects is modeled in traffic planning estimates and projections of the Moreno Valley General Plan buildout condition. As clarified previously in these responses, unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

Response JS-4

The Draft EIR addresses the Project's consistency with applicable General Plan goals, objectives and policies for each topic of analysis (please refer to Draft EIR Land Use Table 4.1-1 on Pages 4.1-18 through 4.1-20; Traffic and Circulation Table 4.2-8 on Pages 4.2-23 and 4.2-24; Air Quality Table 4.3-4 on Page 4.3-18; Noise Table 4.4-3 on Pages 4.4-10 and 4.4-11; Water Supply Table 4.5-10 on Pages 4.5-24 and 4.5-25; Hydrology and Water Quality Table 4.6-2 on Pages 4.6-13 and 4.6.14; Cultural Resources Table 4.7-1 on Page 4.7-10; Biological Resources Table 4.8-1 on Pages 4.8-11 and 4.8-12; and Aesthetics Table 4.9-1 on Pages 4.9-5 through 4.9-7).

The commentor asserts that "the Project has numerous significant and unavoidable impacts to the safety, health, and well-being of residents throughout Moreno Valley." The Project's significant and unavoidable impacts have been identified as follows: cumulative traffic impacts affecting levels of service at certain intersections, roadway segments and freeway mainline segments; individual and cumulative short-term construction source exceedance of localized air quality thresholds for particulates (PM_{10} and $PM_{2.5}$); individual and cumulative long-term operational emissions exceedances for ozone precursors (VOC and NOx); individual and cumulative short-term construction noise impacts; and individual and cumulative aesthetic impacts related to changes to scenic vistas.

The Draft EIR acknowledges that increased air emissions could affect the health of area residents (please refer to Draft EIR Section 4.3, pages 4.3-4 through 4.3-10 *et al.*). The Draft EIR further acknowledges that the Project's temporary exceedance of the South Coast Air Quality Management District's Localized Significance Thresholds (LSTs) represents a potentially significant impact to sensitive receptors in the Project vicinity for the duration of Project construction. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely undeveloped. All other

study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. Additionally, the Draft EIR included a Health Risk Assessment which was prepared in order to specifically address potential health risks that could result from exposure to Project-generated Diesel Particulate Matter (DPM). No health risks related to DPM were identified, and potential impacts in this regard were found to be less-than-significant (please refer to Draft EIR pages 4.3-79 to 4.3-86).

Similarly, the potential for long-term increases in noise generation to lead to health impacts are acknowledged in the Draft EIR (please refer to Draft EIR pages 4.4-3 through 4.4-4, *et al*. However, the Draft EIR identified no long-term exceedances of existing noise standards due to Project operations (please refer to Draft EIR pages 4.4-21 through 4.4-26). The significant noise impacts identified in the Draft EIR were the result of Project construction activities, and as such, would be temporary and intermittent.

The Project will implement all feasible mitigation as summarized at revised Table 1.10-1. Notwithstanding, significant impacts are anticipated to occur from Project construction and/or operations. These significant impacts are summarized at EIR Table 1.8-1 (Draft EIR Pages 1.1-17 through 1.1-20). CEQA does not prohibit the Lead Agency from approving a project with significant impacts. As provided for under CEQA Section 15093 subd. (a):

> (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits,

> of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable. General Plan goal, objective, and policies cited by the commentor are provided in their entirety in the following table, along with a discussion of the Project's consistency with each of these provisions.

Goal/Objective/Policy	Project Consistency
Goal 2.2: An organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population, and promote the optimum degree of health, safety, well-being, and beauty for all areas of the community, while maintaining a sound economic base.	**Consistent**. The Project is permitted under the site's current General Plan Land Use Designation, reflecting consistency with the City's goal to establish an organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population. The Project establishes contemporary industrial facilities. As noted at EIR Page 3-5, "[f]inal designs of the Project building will be realized consistent with industrial design requirements and standards identified under Municipal Code Section 9.05.040, "Industrial Site Development Standards." Site plan and design concepts are articulated at EIR Section 3.0, Project Description. Moreover, the Project is required to comply with Development Plan Review provisions established within City of Moreno Valley Municipal Code Section 9.02.030. The Project will contribute to a functional balance by affecting the City's economic base through increased property tax revenues based on improvement of the vacant site. The Project proposes new industrial development within the City, and will create additional job opportunities (temporary construction jobs and as well as permanent warehouse staff and management positions)anticipated to be filled from local employment pools. At buildout, the Project is anticipated to generate up to approximately 900 permanent jobs.
Objective 2.13: Coordinate development activity with the provision of public infrastructure and services to eliminate possible gaps in service provision.	**Consistent.** The Project will provide all necessary infrastructure improvements to ensure safe and efficient operations. As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. Please refer also to the discussion of Project infrastructure presented at Draft EIR Pages 3-21 through 3-23. The Project will also be responsible for providing on-site and off-site roadway infrastructure improvements, prior to the issuance of occupancy permits, as presented at Draft EIR pages 3-7 and 3-8.

Goal/Objective/Policy	Project Consistency
Policy 2.10.14: Preserve or relocate existing mature trees and vegetation where practical. Mature trees shall be replaced when they cannot be preserved or relocated.	**Consistent.** The Project design concept as well as programmed Caltrans improvements to adjacent SR-60 would require elimination of certain mature pine trees existing along the existing northerly boundary of the subject property. That is, these trees will be displaced by Project and Caltrans improvements, and cannot be maintained in place. As discussed at Draft EIR Page 4.9-19, the Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements.
Policy 2.13.1: Limit the amount of development to that which can be adequately served by public services and facilities, based upon current information concerning the capability of public services and facilities.	**Consistent.** As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. The Project's potential to result in Projects-specific impacts due to insufficient roadway infrastructure have been addressed within the Draft EIR (Section 4.3, "Traffic and Circulation," Mitigation Measures 4.2.1, 4.2.2), and are identifies as less-than-significant as mitigated.
Policy 2.13.3: It shall be the ultimate responsibility of the sponsor of a development project to assure that all necessary infrastructure improvements (including system wide improvements) needed to support project development are available at the time that they are needed.	

It is acknowledged that not every provision of the General Plan was addressed within the Westridge Draft EIR; however, the Lead Agency disagrees with the commentor's assertion that the Draft EIR is thus inconsistent with the General Plan. The results and conclusions of the Draft EIR are not affected.

Response JS-5

The commentor correctly notes that the Draft EIR identifies potential impacts regarding the conversion of farmland to non-agricultural uses to be a less-than-significant impact. However, the comment misconstrues the findings of the City's General Plan in regard

to this issue. As referenced in the discussion of Agricultural Resources analysis from the Moreno Valley General Plan Final Program EIR, which was attached to the commentor's letter and identified by the commentor as "Exhibit 4," and has been included in Appendix A of this Final EIR), the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. The Project land uses are consistent land uses reflected in the General Plan, and the Project would not result in impacts to farmlands differing substantively from those considered and evaluated in the GPEIR.

Moreover, relevant CEQA threshold considerations address lands defined as "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Significance." In the case of the Project, the subject site does not qualify as any of these.[8] The mitigation measures identified by the commentor are unnecessary. The results and conclusions of the Draft EIR are not affected.

Response JS-6

This comment is unclear about the nature of the significant impact that will result should the Project's proposed zone change and Municipal Code amendment be

[8]State of California Department of Conservation, Division of Land Resources Protection, Farmland Mapping and Monitoring Program Riverside County Important Farmland 2008 (Sheet 1 of 3) identifies the Project site as "Farmland of Local Importance."

adopted. The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23. Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.
>
> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as required to fully mitigate any

potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties (Draft EIR Pages 4.1-22, 23).

The Draft EIR adequately and appropriately considers all potential land use and planning impacts, consistent with the methods set forth in the CEQA Guidelines. To these ends, the Draft EIR considers all pertinent land use plans, policies, regulations. There is no substantiation or indication that the Project would result in or cause potential interference with animal keeping on nearby properties. The Draft EIR acknowledges that "development of the Project would result in a permanent change to the perceived rural character of the Project area" (Draft EIR Page 5-5). Moreover, zone changes and amendments to the municipal code do not trigger any of the thresholds of significance under CEQA Guidelines Appendix G.

However, this change is consistent with the existing General Plan designation for the Project site. Further, potential effects on adjacent land uses are minimized by the 250-foot buffer area that would be provided by the Municipal Code amendment referenced above.

With approval of the Project's requested zone change and requested Municipal Code amendment to establish objective standards for the development of Light Industrial uses adjacent to residentially-zoned property, the Project's potential to result in significant land use impacts was determined to be less-than-significant. The results and conclusions of the Draft EIR are not affected.

Response JS-7

Despite the commentor's assertions to the contrary, the Project's air quality analysis does account for construction worker travel to and from the site. As noted in the Draft EIR (Page 4.3-56), "[c]onstruction emissions for construction worker vehicles traveling to and from the Project site, as well as vendor trips are also accounted for within the

Project construction emissions modeling." Worker trips for all construction phases are clearly identified and accounted for in the air quality modeling (see URBEMIS construction emission modeling data in Draft EIR Appendix C. Specifically, please refer to Appendix A of the Project Air Quality Impact Analysis). No indication of zero VMT for construction workers is found. The results and conclusions of the EIR are not affected.

Response JS-8

The commentor states that "all feasible mitigation measures were not adopted . . . and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur." The commentor requests Mitigation Measure 4.3.4 to specifically include zero VOC applications for all "paints, coatings, and solvents."

Draft EIR Mitigation Measure 4.3.4 serves as a formal restatement a of SCAQMD rules. As noted in the Draft EIR (Page 4.3-61), "[i]n order to facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as mitigation measures, and shall be incorporated in all Project plans, specifications and contract documents." Complementing SCAQMD rule compliance, the Draft EIR incorporates additional requirements as mitigation measures. "Additional mitigation required of the Project is identified below, and shall be incorporated in all Project plans, specifications and contract documents." (Draft EIR Page 4.3-62) Mitigation Measure 4.3.8 currently requires Zero VOC paint applications. In response to the commentor's suggestion, Mitigation Measure 4.3.7 is amended to read as follows:

> ~~*Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications*~~***"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113. The Project shall surpass Rule 1113 minimum requirements through specification that VOC content shall not exceed 150 grams/liter; 1.25 pounds/gallon. High Pressure Low Volume***

(HPLV) applications of paints, coatings, and solvents shall be *consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Other than suggested language modification of SCAQMD rules, the commentor offers no new or revised mitigation for consideration here. Absent specific suggestions or requested revisions, further response in this regard is not possible. The conclusions of the EIR are not affected.

Response JS-9

The commentor appears to misinterpret Air Quality modeling protocols and outputs, stating that " . . . [i]n recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions by approximately 44%. Yet, Mitigation Measure 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. Mitigation Measure 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%."

To clarify, Mitigation Measure 4.3.1 is a formal restatement of SCAQMD Rule 403 provisions. URBEMIS modeling of the Rule application yields a 44 percent reduction in PM_{10} emissions. As suggested by the commentor, additional language specifying on-site speed controls is added to Mitigation Measure 4.3.1:

- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project***

site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-10

The commentor suggests explicit notation indicating required use of available electrical power during construction activities. In response to the commentor's suggestion, Mitigation Measure 4.3.6 is amended as follows:

> *4.3.6 During Project construction, existing electrical power sources (e.g., power takeoffs from existing or temporary power poles) shall be ~~provided for~~* ***utilized to*** *power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-11

Please note that introductory language included prior to the introduction of construction-source emissions mitigation measures states: *"To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.4 below, and shall be incorporated in all Project plans, specifications and contract documents."*

Existing Mitigation Measure 4.3.2, which read, "[t]he contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper

tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law)"is deleted and replaced with the following:

> ***4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and by not allowing construction equipment to be left idling for more than five minutes (per California law).***

Response JS-12

The commentor states that "[t]he air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas 'quickly' should be adopted." In fact, this statement does not appear to be included in the Project Air Quality Analysis. The mitigation input calling for the Project to replace ground cover in disturbed areas quickly is, however, a parameter reflected in the URBEMIS modeling output. Revised Mitigation Measure 4.3.1 is amended to reflect this specific parameter:

- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-13

The commentor notes that an estimated disturbance area of 13.66 acres per day is reflected in the Air Quality modeling. The commentor suggests that a mitigation measure be included limiting site disturbance to less than 13.66 acres per day. The estimated disturbance of 13.66 acres per day (approximately one-quarter of the Project site) likely overstates actual disturbance and is employed for emissions modeling purposes and to develop mitigation addressing the likely maximum impact scenario. To assume or propose unrealistically limited grading of the site is contrary to CEQA disclosure mandates. Further, due to daily limits on grading, there would be incrementally increased impacts due to extended periods of fugitive dust, extended exposure to construction noise, and extended traffic disturbance. The commentor is referred to EIR Section 5.2.2.1, "Extended Construction Alternative Considered and Rejected," which specifically considers and rejects limited grading of the Project site. To ensure consistency with URBEMIS modeling assumptions, new Mitigation Measure 4.3.1 is revised to include the following specification:

- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-14

The commentor proposes numerous additional measures (following) as means to reduce Project-related construction-source emissions air quality impacts. Each of these measures is evaluated in the table which follows. Measures offered by the commentor are not required in order to achieve the level(s) of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed

measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

As detailed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to the following text from the Draft EIR:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation (Draft EIR Page 4-2).

It is further noted that in some instances, the commentor proposes additional operational emission measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

Suggested Measure	Response
1. Require the purchase of NOx credits from a qualified broker to offset construction-related air quality impacts.	**Infeasible.** NOx emissions credits are generally applied toward operational emissions at major source facilities (e.g., refineries, power plants, etc.). NOx emissions credits are not commonly used to address short-term construction emissions. It would be impractical to purchase offsets for the Project's construction impacts since the actual amount of construction emissions set forth in the Draft EIR represent an overestimation of actual emissions (i.e., the Air Quality Analysis assumes all construction equipment is operating eight hours per day as a "worst-case" scenario), and because the actual Project construction schedule (duration) is not known with a great deal of certainty and is subject to change based on availability of contractors, equipment, materials, etc. Further, any emission reduction credits would not result in any reduction to construction emissions on-site or in the immediate vicinity of the Project. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4. Complete all roadways, driveways, sidewalks, etc. as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.	**Incorporated** at revised Mitigation Measure 4.3.1, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. Pave all roads on construction sites as soon as technically possible.	**Infeasible.** It is infeasible and ineffective to pave roads within construction sites or at construction site access points. Such pavement is destroyed in the process of construction and/or is in perpetual state of disrepair. Paving temporary roads within construction areas unnecessarily increases VOC generation, with little or no discernible reduction in other air pollutant emissions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
6. Limit fugitive dust sources to 20 percent opacity.	**Replicates existing requirements.** Please refer to SCAQMD Rule 403.
7. The contractor or builder shall designate a person or person(s) to monitor the dust control program and	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
to order increased watering, as necessary, to prevent transport of dust offsite.	
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The person shall take corrective action within 24 hours.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Require high pressure injectors on diesel construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Restrict engine size of construction equipment to the minimum practical size.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Use electric construction equipment where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
12. Substitute gasoline-powered for diesel powered construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane or biodiesel.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Implement activity management techniques including: a) development of construction management plan to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	**Not required, counterproductive.** Construction contractor(s) employ techniques and procedures so as to provide for the most efficient operation of their construction activities. No demonstrated or suggested nexus between the suggested measures and project impacts. The commentor indicates further that this measure would reduce greenhouse gas emissions; however, none of the measures would demonstrably reduce total greenhouse gas emissions. As also discussed in these responses, measures acting to prolong construction (e.g., restricted use of equipment, limitation of the length of construction work-day period; phasing of construction activities) tend to increase rather than decrease environmental impacts due to extended and periods of disturbance.
15. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
16. Use electricity from power poles rather than temporary diesel power generators.	**Replicates existing requirements.** This requirement is currently reflected at EIR Mitigation Measure 4.3.6, presented , in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South

Suggested Measure	Response
formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	Coast Air Quality Management (District representatives James Koizumi and Steve Smith) confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ride-sharing program for the construction crew has been encouraged and will be supported by contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
20. Provide shuttle service to food service establishments/commercial areas.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
21. Provide shuttle service to transit stations/multimodal stations.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
22. Utilize only CARB certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
23. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan.".

Suggested Measure	Response
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.	**Infeasible, counterproductive.** Extending the grading schedule would (1) increase the Project's grading costs; (2) hinder effective management, organizing, and scheduling of construction tasks; and (3) result in adverse environmental trade-offs as a result of prolonged disturbance in the Project area, including but not limited to: extended periods of increased noise levels; prolonged generation of fugitive dust and VOCs; increased erosion exposure and associated water quality issues; and additional traffic disturbances associated with on-site construction activities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

Response JS-15

The commentor states: "[t]he Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930). This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts."

It appears that the commentor has incorrectly interpreted and applied default URBEMIS values. SCAQMD does not typically conduct project-level URBEMIS modeling for other than their own projects. Moreover, default values are just that, the "default" condition. Changes to default values are appropriate when specific Project attributes or operational characteristics are known, as is the case for the Project. In this regard, the Air Quality analysis specifically recognizes vehicle types and trip generation characteristics of the Project. Known vehicle trip generation characteristics provide a more accurate assessment of Project vehicular-source emissions impacts than does application of default URBEMIS values.

The commentor appears to misinterpret and misapply vehicle trip generation characteristics and their use in developing estimated air pollutant emissions impacts vis-à-vis use of trip generation estimates for the purposes of traffic modeling. More specifically, as noted in the Project Air Quality Analysis, Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. The Project related operational air quality impact centers primarily on the approximate 1,585 net vehicle trips generated by the Project (at project buildout). Trip characteristics available from the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009, included in Draft EIR Appendix B) were utilized in this analysis. It should be noted that the Project's traffic study presents the total Project vehicle trips in terms of Passenger Car Equivalents, or PCEs (the 2,930 PCE value cited by the commentor) in an effort to recognize and acknowledge the effects of heavy vehicles at the study area intersections. For purpose of the air quality study, emissions were calculated based on the type of vehicle (e.g., passenger cars and trucks) a more detailed discussion of how the actual number of vehicles were programmed into the model is presented in Draft EIR Appendix C. Specifically, page 37 of the Project Air Quality Analysis refers to its own Appendix B for review. Parallel information is provided in the Draft EIR, and reprinted below for ease of reference.

> 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and

> acknowledging physical size differences in vehicles and related effects on roadways and at intersections (Draft EIR Page 4.2-19).

Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. Assessment of the Project's operational air quality impact centers primarily on the approximately 1,585 net vehicle trips generated by the Project (or, the arithmetic sum of truck and passenger vehicle trips). Trip generation characteristics for the Project are presented in Draft EIR Appendix B, the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009). The results and conclusions of the Draft EIR are not affected.

Response JS-16

The commentor notes discrepancies between the Draft EIR text and the Air Quality Study regarding vehicle trip length and vehicle speed employed in the LST analysis. Notwithstanding, the quantified LST emissions impacts reported in the Draft EIR (Table 4.3-12) are consistent with the LST values presented in the Air Quality Analysis (Table 4-5). The typographic error at Draft EIR Page 4.3-68 is corrected (below) consistent with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

These corrections have been incorporated in Final EIR Section 2.0, "Revisions and Errata." The results and conclusions of the Draft EIR are not affected.

Response JS-17

The commentor provides opinions regarding the efficacy of mitigation proposed as means of reducing Project operational NOx and VOC emissions. It is important to note that substantially all of the estimated NOx emissions are from mobile sources – principally vehicle exhaust, and vehicle tail pipe source emissions are regulated by CARB and USEPA. The Lead Agency cannot control emissions from the tailpipes of vehicles traveling to/from the facility.

In addition, the Project is compliant with the SCAQMD's attainment plans, as the use of the site for industrial purposes was included in the previous SCAQMD's ozone and PM attainment plans. The Project implements all feasible mitigation measures and complies with all applicable CARB and SCAQMD Rules directed toward reduction of NOx and VOC emissions. The Lead Agency will however, adopt and implement EIR mitigation measures that minimize vehicle emissions generated on-site and by employees, but those vehicle miles are minor compared with the total vehicle miles used in the studies; and further, URBEMIS does not account for any reductions for those measures.

The Draft EIR clearly states that even with application of proposed mitigation, Project operational NOx and VOC emissions will exceed applicable SCAQMD regional thresholds. Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging Project exceedances for operational-source NOx and VOC emissions.

Response JS-18

The commentor arbitrarily suggests a 30 percent increase in energy efficiency beyond the requirements provided under Title 24 Building Energy Efficiency Standards, inferring a somehow substantial resultant decrease in NOx emissions. Consistent with the provisions of Executive Order, S-20-04 (CA 2004),which sets a goal of reducing energy use in public and private buildings by 20 percent by 2015 (as compared with

2003 levels), the Project will achieve a minimum 20 percent increase in building efficiencies beyond Title 24 requirements (please refer to Mitigation Measure 4.3.11).

As noted previously, the predominance of Project operational NOx emissions are vehicle-generated, and beyond the control of the Applicant or Lead Agency. Any reduction in NOx emissions resulting from increased building/facility energy efficiencies would be, at best, nominal. Even assuming "zero" NOx emissions from building/area sources, NOx emissions would be reduced by approximately 0.09 to 0.11 percent (0.0009 to 0.0011), and would still exceed applicable SCAQMD regional thresholds. No additional Title 24 enhancements are proposed, nor are any required. Results and conclusions of the EIR are not affected.

Response JS-19

The commentor proposes numerous additional measures as a means to reduce Project-related operational-source air quality impacts. Each of these measures is evaluated in the Table which follows. While the suggested measures may in part act to generally reduce Project impacts, none of the measures are required in order to achieve the levels of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

With specific regard to proposed measures targeting GHG emissions reductions, arguably, the proposed measures may prove of little net benefit, while imposing significant cost and economic burdens. Case studies have indicated that GHG measures implemented to date have yielded marginal benefits when compared to economic costs. Moreover, premature implementation of unproven measures would be detrimental by diverting resources that could be made available to other, more effective strategies. Please refer also to the attached: *The AB 32 Challenge: Reducing*

California's Greenhouse Gas Emissions (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008.

As discussed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to Draft EIR Page 4-2:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation. . . .

It is further noted that in some instances, the commentor proposes additional measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent, that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

Suggested Measure	Response
1. Require the utilization of zero VOC paint, coatings and solvents.	**Incorporated.** This requirement is reflected at EIR Mitigation Measure 4.3.7, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan." Mitigation Measure language has been revised as suggested by SCAQMD.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.	**Infeasible.** Please refer to Response JS-14, item No. 1.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become a SmartWay partner.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4.The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90%of all long haul trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
7. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South Coast Air Quality Management District representatives James Koizumi and Steve Smith confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Require each user to establish a carpool/vanpool program.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Provide on-site child care or contribute to off-site child care within walking distance.	**Infeasible, counterproductive.** Childcare facilities are not compatible with the proposed industrial warehouse uses. Moreover, there is no demonstrated nexus with Project-related operational emissions impacts requiring or suggesting implementation of childcare facilities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
12. Provide preferential parking for carpool/vanpool vehicles.	**Replicates existing requirements.** Preferential parking for carpools/vanpools is currently required pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Provide secure, weather-protected bicycle parking for employees.	**Incorporated** at revised EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Provide direct, safe bicycle access to adjacent bicycle routes.	**Replicates existing requirements.** Direct, safe bicycle access is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
15. Provide showers and lockers for employees bicycling or walking to work.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
16. Short-term bicycle parking for retail customers and other non-commute trips.	**Replicates existing requirements.** The Project does not propose retail uses. Bicycle parking is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Connect bicycle lanes/paths to city-wide network.	**Replicates existing requirements.** Bicycle path connections are currently provided pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
18. Design and locate buildings to facilitate transit access, e.g. locate building entrances near transit stops, eliminate building setbacks, etc.	**Infeasible, counterproductive.** No transit stops exist proximate to the Project site such that building orientation would have any material effect on use of, or access to transit. Elimination of building setbacks as suggested would increase potential air quality, noise and visual impacts when compared to the Project as proposed. The suggested measure is not germane to the Project, and is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
19. Prohibit idling of trucks for periods extending three minutes.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.11 currently prohibits the idling of trucks for more than three (3) minutes.
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.	**Not required per Responsible Agency.** Riverside Transit Agency (RTA) provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. The Lead Agency has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project.
21. Provide shuttle service to food service establishments/commercial areas.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
22. Provide shuttle service to transit stations/multimodal centers.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
23. Implement parking fee for single-occupancy vehicle commuters.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
24. Implement parking cash-out program for non-driving employees.	**Not applicable.** In that there is no current or proposed parking subsidy, there is no available parking "cash out" resource or mechanism. As noted herein, other tenable incentives are provided as means of reducing vehicle trips.

Suggested Measure	Response
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	**Replicates existing requirements.** The site is not currently provided transit service, nor is pedestrian access to the nearest transit stop possible at this time. Pursuant to the requirements of the City's Master Plan of Trails, the Project will dedicate and construct an 11-foot wide community trail segment along the southerly Project boundary, on the north side of Fir Avenue (future Eucalyptus Avenue). Upon development of the adjacent parcel(s), the trail is planned to continue off-site to the east and to the west, as part of the future Quincy Channel overcrossing.
26. Implement a compressed workweek schedule where feasible.	**Incorporated** at revised Mitigation Measure 4.3.13.
27. Provide electrical vehicle (EV) and compressed natural gas (CN) vehicles in vehicle fleets.	**Incorporated** at revised Mitigation Measure 4.3.13.
28. Install EV charging facilities for a minimum of 10% of all parking spaces.	**Infeasible.** The Project will provide, at minimum, two EV charging stations, as required by Mitigation Measure 4.3.13. There is no demonstrable evidence that installation of additional EV charging facilities would substantially reduce or eliminate the Project's operational emissions because chargeable electric vehicles represent a small percentage of vehicles on the road. Moreover, on a regional basis, increased power demands at electrical outlets/EV charging stations tend to increase power plant emissions, acting to offset any potential emissions reductions from individual sources such as motor vehicles. Further, it is noted that next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

Suggested Measure	Response
29. Install a CNG fueling facility.	**Infeasible.** As noted above, next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. Further, for CNG fuel to be a reasonable alternative to diesel fuel for the logistics industry, a reasonable distribution network must be in place so that drivers can be assured that they can re-fuel when making deliveries across the region. No such distribution system is presently in place nor is one likely to be developed in the near future. The installation of a stand-alone CNG fueling facility at this location would provide no benefit because no reasonable distribution system is in place. CNG-fueled vehicles have been found to be most useful for limited range, closed-circuit usage such as municipal fleets (refuse collection, city vehicles, and buses), taxi fleets, and local delivery services. Lastly, as with the commentor's suggestion for EV facilities, the installation of a CNG fueling facility is unlikely to substantially reduce or eliminate the Project's operational emissions because CNG vehicles represent a small percentage of vehicles on the road. Furthermore, the Draft EIR has not evaluated the potential environmental impacts related to the construction and operation of a CNG fueling facility. A Lead Agency is under no obligation to impose Mitigation Measures that in and of themselves may constitute a new "project" for purposes of CEQA. (See e.g., *Concerned Citizens of South Central L.A. v. Los Angeles Unified School District*, 24 Cal.App.4th, 826 (1994)). The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
30. Provide preferential parking locations for EVs and CNG vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
31. Utilize electrical equipment for landscape maintenance.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
32. Utilize only CARB-certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
33. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.	**Replicates existing requirements.** Please refer to City of Moreno Valley Municipal Code 9.17.050 (D) (3).
36. Utilize low pressure sodium fixtures for exterior lighting, including parking lots.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655 which requires that all outdoor lighting within the Project area will be provided by low-pressure sodium hooded lights.
37. Utilize electric yard trucks.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
38. All buildings shall be constructed to LEED Platinum standards.	**Not required, no nexus with significant impacts.** As discussed on Pages 3-18 and 5-79 of the Draft EIR, the Project, as a whole, will be developed as a LEED-certified facility. LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). Additionally, the LEED rating system is not the appropriate standard for determining building efficiency. The California Title 24 Building Energy Efficiency Standards are the appropriate baseline. As set forth in the Draft EIR, the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards. There is no requirement for LEED certification as mitigation of Project impacts. While LEED-certified facilities may tend to reduce various environmental effects, LEED certification is a voluntary exercise to be pursued by the Applicant outside of and independent of CEQA mandates.
39. The operator shall meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics.

Suggested Measure	Response
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project vehicular emissions through use of photovoltaics.
43. The operator shall purchase only green power.	**Infeasible, not required, no nexus with significant impacts.** Power to the Project will be provided from the locally available electrical grid. The term "green power" is undefined, and moreover the Lead Agency has no practical way to require that power be provided from specified sources, "green" or otherwise. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible. There is no requirement or demonstrated nexus requiring the Project to "purchase only 'green power'."

Results and conclusion of the Draft EIR are not affected.

Response JS-20

The commentor appears to misinterpret analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the analysis concludes that the Project ***will*** *[emphasis added]* have a significant effect on the environment.

To further clarify, germane suggested CEQA Guidelines topical questions include:

> Would the project:
> a) Generate greenhouse gas emissions, either directly or indirectly, that ***may*** *[emphasis added]* have a significant impact on the environment?

In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts

[beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see *Climate Change Analysis*, Page 42).

The commentor states that the finding of "less-than-significant" Project GCC impacts is based on non-exceedance of (draft) CARB and SCAQMD GHG emissions thresholds. Though this is the case, the GCC Study clearly states that these thresholds are not applicable to the Project:

> CARB's Draft Threshold Of Significance For Industrial Projects Has Not Been Finalized And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 40).
>
> SCAQMD's Adopted GHG Threshold Applies Only To Projects Where It Is The Lead Agency And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 41).

As discussed in the *Climate Change Analysis*, there are no adopted quantitative GHG emissions thresholds applicable to the Project. Absent such quantified thresholds, the CARB and SCAQMD GHG emissions standards nonetheless provide an indication of current policies and strategic approaches employed in evaluating and addressing GHG emissions and potential GCC impacts, and may portend similar future statewide, regional, and/or local quantified thresholds. The clearly stated threshold considerations applicable to the Project are:

1. Would the proposed project generate GHG that may have a cumulatively significant impact on the environment; and

2. Would the proposed project conflict with GHG reduction measures identified in CARB's AB 32 Scoping Plan.

As concluded in the *Climate Change Analysis*, the answer to both of the preceding questions is "no," yielding the conclusion that the Project GCC impacts are less-than-significant. Moreover, as also discussed in the *Climate Change Analysis*, Project GHG emissions would not exceed either CARB or SCAQMD GHG emissions thresholds, further supporting the conclusion that the Project GCC impacts are less-than-significant. As a matter of clarification, the abbreviated conclusion presented at Draft EIR Page 4.3-94 is expanded/revised as follows:

> ~~Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less than significant.~~ **As noted in the preceding discussions, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.**
>
> **In evaluating the potential global climate change impacts of the Project, every attempt has been made to accurately and comprehensively quantify the greenhouse gas emissions associated with the Project. However, a number of inherent limitations are unavoidable in compiling or estimating project-level GHG emissions. Among these limitations, the use of models that measure overall emissions increases without accounting for existing emissions tend to substantially overstate the GHG emissions impacts of a new development projects. This makes an accurate analysis of GHG emissions substantially different from other air quality impacts, where the "addition" of redistributed emissions can make a substantial difference to overall air quality. Notably, not all the vehicular trips that result from the Project will be "new" vehicle trips, but that a majority of these trips already occur elsewhere, and currently generate GHG**

emissions within a global context. For example, the Project will not create entirely new truck trips (globally). However, implementation of the Project would establish a new destination point for trucks already utilizing the area roadway system. Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory.

The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is inferred by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Based on the preceding discussions and supporting analysis provided in the Project Global Climate Change Analysis included at EIR Appendix C, the Project's potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment is less-than-significant.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-21

The commentor reiterates the Draft EIR discussion that the CARB and SCAQMD GHG emissions thresholds consider only non-transportation sources. To clarify, the thresholds address all stationary GHG sources, but do not include mobile sources. To a certain extent this limitation on threshold considerations reflect the previously noted limitations involved in attempting to estimate "new" emissions associated with vehicle trips to/from new facilities. Nonetheless, the thresholds and their interpretation and application are correct as stated in the EIR and Project *Climate Change Analysis* (included at EIR Appendix C).

Contrary to the commentor's assertion, the *Climate Change Analysis* is not "deeply flawed" through an omission of mobile-source GHG emissions. Mobile-source emissions are clearly identified and quantified at *Climate Change Analysis,* Page 45, Table 2-4 (27,858.08metric tonsCO2E) and at Draft EIR Table 4.3-18 (Page 4.3-92). Mobile source emissions are not however, by CARB and SCAQMD-defined thresholds, utilized by those agencies in determining GHG emissions significance for their facilities. Project facilities emissions of GHG would not exceed GHG thresholds established by CARB and SCAQMD for their facilities. As noted above, this fact is considered within the entirety of the Climate Change Analysis, and in evaluating the Project's potential GCC impact significance, which is, as correctly concluded in the EIR, less-than-significant.

Response JS-22

The commentor reiterates incorrect calculation and interpretation of Project vehicle trip generation. Please refer to Responses JS-15, JS-20, and JS-21. Results and conclusions of the EIR are not affected.

Response JS-23

The commentor states that "[t]he GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project." This

opinion, along with the commentor's related statements and conclusions, are addressed in preceding Responses JS-15, JS-20 and JS-21, which provide clarification regarding mobile-source GHG emissions evaluated and addressed in the EIR. The Draft EIR analyzes both the mobile and stationary GHG emissions associated with the Project. The EIR analysis conservatively does not assume mere redistribution of existing GHG emissions, particularly with regard to vehicle emissions when considered in a global context. Results and conclusions of the EIR are not affected.

Response JS-24

The commentor provides opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable. Commentor opinions and statements are forwarded to the decision-makers for their consideration.

Contrary to commentor opinions and statements, in point of fact, an exhaustive and accurate assessment of the Project's GHG emissions impacts and related potential GCC impacts are presented in the Draft EIR (Pages 4.3-23 through 4.3-47, Pages 4.3-88 through Pages 4.3-111, at al.), and supporting technical Global Climate Change Analysis included at Draft EIR Appendix C. These discussions not only establish Project consistency with the CARB Scoping Plan (one component of the EIR analysis), but also provide detailed discussion of the sources and effects of GHG emissions, consider and evaluate the Project in the context of existing and proposed GHG emissions reductions strategies, and provides an analysis of Project GHG emissions vis-à-vis adopted and anticipated thresholds. Importantly, the analysis provided in the EIR is consistent with applicable CEQA directives:

> Based on the direction provided in Section 15064.4 of the *Guidelines*, a lead agency should make a good-faith effort, based on available information, to describe, calculate, or estimate the amount of greenhouse gas emissions associated with a project. Because the methodologies for

performing this assessment are anticipated to evolve over time, a lead agency shall have discretion to determine, in the context of a particular project, whether to:

1. Use a model or methodology to quantify greenhouse gas emissions associated with a project and which of any available model or methodology to use. The lead agency has discretion to select the model it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should also include a qualitative discussion or analysis regarding the limitations of the particular model or methodology selected for use.

2. Rely on qualitative or other performance based standards for estimating the significance of greenhouse gas emissions (Draft EIR Page 4.3-35).

Substantial evidence provided in the Draft EIR, as summarized above, supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

The commentor notes *recommended* [emphasis added] CARB Scoping Plan Actions, and misinterprets these as Project requirements. The commentor cites specifically, **Action T-7**: Sector-Transportation; Recommended Action-Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure - Aerodynamic Efficiency; and **Action E-4**: Sector-Electricity and Natural Gas-Recommended Action-Million Solar Roofs. As noted in the Draft EIR (Pages 4.3-99, 4.3-100), the Project will not conflict with applicable recommended Actions. Consistent with other revisions proposed herein, Action T-7, Action E-4 applicability discussions at Page 4.3-102 are deleted and replaced with the following:

- Action T-7 **recommends existing trucks/trailers to be retrofitted with the best available technology and/or CARB-approved technology. Implementation of such a standard is not within the purview of the Project. GHG emissions reductions would be achieved however through standards compliance by vehicles accessing the Project. Further, pursuant to EIR Mitigation Measure 4.3.13, tenants are encouraged to provide incentives to realize Smartway certification, and to use fleet vehicles conforming to CARB 2010 emissions standards or better, thereby reducing GHG emissions. The Project supports, and would not interfere with Action T-7.**

  Action E-4 **promotes solar generated electricity. As discussed within this EIR, the Project design accommodates renewable energy sources, such as photovoltaic solar electricity systems. (Draft EIR Mitigation Measure 4.3.11 requires in part that: *"All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design."*) The Project supports, and would not interfere with Action E-4.**

It is further noted that the AB-32 Scoping Plan merely sets forth concepts, the implementation of which will be refined during the rulemaking process contemplated under AB-32. Thus, merely because Action T-7 recommends that existing trucks/trailers be retrofitted with the best available technology and/or CARB-approved technology; and/or that Action E-4 promotes solar generated electricity does not mean that a given project must require best available technology retrofits; nor install PV solar panels on its roof in order to be consistent with the Scoping Plan.

Please refer also to the complete discussion of Project consistency with applicable recommended CARB Scoping Plan Actions presented at Draft EIR Pages 4.3-98 through 4.3-103. The results and conclusions of the EIR are not affected.

Response JS-25

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable, but provides no supporting analysis or evidence. In point of fact, as supported by the discussion in the EIR, the project will not result in significant GHG/GCC emissions impacts, and no mitigation is required. Measures included in the EIR, including those addressing recycling, water conservation, and solar energy systems, therefore further reduce GHG/GCC impacts that, even absent mitigation, are less-than-significant. Commentor's citation to EIR statements that: *"vehicles accessing the site will be in compliance with CARB vehicle standards to the maximum extent feasible"* are not found. Adopted applicable CARB standards are regulatory in nature, and required of all vehicles. Please refer also to the preceding Response JS-24.

Response JS-26

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor cites various 2006 CAT Report GHG Emission Reduction Strategies, contending the Project does not support applicable strategies. The commentor incorrectly interprets the strategies as requirements of the Project. Specific citations of the commentor include compliance with CARB vehicle standards, source reduction and recycling, California solar initiative recommendations, and the use of alternative fuels.

The approach suggested by the commentor is not required under the CEQA Guidelines, and is not the approach employed by the Lead Agency here. Comparison of this Project with the CAT strategies and AB-32 Scoping Plan concepts is made for the purpose of evaluating whether the project conflicts with an applicable plan, policy, or regulation adopted for the purposes of reducing emissions of greenhouse gases. That is the applicable threshold under the CEQA Guidelines. Upon determining that the Project does not conflict with these plans, the Lead Agency appropriately concluded

that the impacts are less than significant, and therefore, no mitigation is required. Project support of, and compliance with, applicable 2006 CAT Report GHG Emission Reduction Strategies is presented at Draft EIR Pages 4.3-103 through 4.3-110. With specific regard to Project compliance with CARB vehicle standards, search of the EIR text does not yield the phrase "maximum extent feasible" as suggested by the commentor. EIR discussions of strategies noted by the commentor as excerpted from Draft EIR Table 4.3-20, are presented below.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Air Resource Board	
Vehicle Climate Change Standards AB 1493 (Pavley) required the state to develop and adopt regulations that achieve the maximum feasible and cost-effective reduction of climate change emissions emitted by passenger vehicles and light duty trucks. Regulations were adopted by the CARB in September 2004.	Enforcement of State regulation is beyond the scope of the Project. The Project will not interfere or conflict with AB 1493 (Pavley).
Other Light Duty Vehicle Technology New standards would be adopted to phase in beginning in the 2017 model.	Enforcement of State standards for Light Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Light Duty Vehicles.
Heavy-Duty Vehicle Emission Reduction Measures Increased efficiency in the design of heavy-duty vehicles and an education program for the heavy-duty vehicle sector.	Enforcement of State standards for Heavy Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Heavy Duty Vehicles.
Diesel Anti-Idling In July 2004, the CARB adopted a measure to limit diesel-fueled commercial motor vehicle idling.	Heavy-duty diesel trucks that access the Project site will be required to limit idling to no more than three (3) minutes (EIR Mitigation Measure 4.3.10).
Alternative Fuels: Biodiesel Blends CARB would develop regulations to require the use of 1 to 4 percent biodiesel displacement of California diesel fuel.	When CARB adopts regulations for the use of biodiesel fuel in heavy duty trucks, trucks supplying the commercial uses will comply with this measure.
Hydrogen Highway The California Hydrogen Highway Network (CA H2 Net) is a State initiative to promote the use of hydrogen as a means of diversifying the sources of transportation energy.	Not Applicable.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
Integrated Waste Management Board	
Achieve 50 percent Statewide Recycling Goal Achieving California's 50 percent waste diversion mandate as established by the Integrated Waste Management Act of 1989, (AB 939, Sher, Chapter 1095, Statutes of 1989), will reduce climate change emissions associated with energy intensive material extraction and production as well as methane emission from landfills. A diversion rate of 48 percent has been achieved on a statewide basis. Therefore, a 2 percent additional reduction is needed.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Zero Waste - High Recycling Additional recycling beyond the State's 50 percent recycling goal.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Department of Water Resources	
Water Use Efficiency Approximately 19 percent of all electricity, 30 percent of all natural gas, and 88 million gallons of diesel are used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions.	In support of water Use Efficiency strategies, the Project will implement U.S. EPA Certified WaterSense labeled or equivalent faucets and high-efficiency toilets (HETs), and implement water-conserving shower heads to the extent feasible.
California Energy Commission (CEC)	
Building Energy Efficiency Standards in Place and in Progress Public Resources Code 25402 authorizes the CEC to adopt and periodically update its building energy efficiency standards (that apply to newly constructed buildings and additions to and alterations to existing buildings).	As required through the EIR air quality mitigation measures noted herein, and based on energy efficiency/sustainability attributes of the Project presented in the EIR Project Description (EIR Section 3.0), energy efficiencies achieved by the Project will surpass incumbent Title 24 Energy Efficiency Standards by at least 20 percent. Verification of increased energy efficiencies is documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Energy efficient Project designs and operational programs will facilitate Applicant-initiated LEED Certification actions.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Solar Initiative Installation of 1 million solar roofs or an equivalent 3,000 MW by 2017 on homes and businesses; increased use of solar thermal systems to offset the increasing demand for natural gas; use of advanced metering in solar applications; and creation of a funding source that can provide rebates over 10 years through a declining incentive schedule.	In support of the California Solar Initiative, the Project design accommodates potential future installation and use of renewable energy sources, such as photovoltaic solar energy systems. (See EIR Section 3.0, Project Description).

Contrary to the commentor's assertions, as indicated at Table 4.3-20, the Project complies with and supports applicable 2006 CAT Report Greenhouse Gas Emission Reduction Strategies. There is no mandate or specific requirement or singular methodology for strategy compliance as suggested by the commentor. The results and conclusions of the EIR are not affected.

Response JS-27

The commentor cites various recommended or adopted thresholds of other agencies addressing GHG emission and GCC impacts. The commentor erroneously states that "in the EIR for the Highland Fairview Project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change."

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. The commentor is referred to previous responses and CEQA directives allowing for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the Guidelines. The EIR analysis of GHG emissions/GCC impacts is consistent with Section 15064.4 of the Guidelines. Please refer also to response JS-24.

No "zero emissions threshold" for GHG emissions neither appears, nor was applied, in the EIR for the Highland Fairview Project. The commentor is referred to *Draft*

Environmental Impact Report Highland Fairview Corporate Park PA07-0088 (CZ), PA07-0089 (GPA), PA07-0090 (TPM 35629), and PA07-0091 (PP) City of Moreno Valley, Riverside County, California State Clearinghouse No. 2007101132 (Michael Brandman Associates) August 4, 2008, Page 5.16-5:

> AB 32 states that, "global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California." Although it is unknown if AB 32 alone is enough to reduce California's fair-share contribution to global greenhouse gas inventory, it is currently the only well-defined and widely accepted benchmark for greenhouse gas emissions in California. Therefore, for purposes of this analysis, the following significance thresholds have been used:
>
> **Impact GCC-1** Does the project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?
>
> **Impact GCC-2** Would the impacts of climate change significantly impact the project?

The Highland Fairview Project EIR concluded that project had the potential to significantly hinder California's ability to meet the reduction targets contained in AB 32, and therefore reached a conclusion of "potentially significant" GHG emissions impacts for that project.

Such is not the case for the proposed Westridge Commerce Center Project as supported by the analysis presented in the Westridge Commerce Center Project EIR and supporting Global Climate Change analysis.

Continuing at Page 5.16-6, the Highland Fairview EIR also importantly notes that:

> The thresholds and the analysis contained below *may not be relevant to other projects. This analysis does not establish thresholds for the City or set precedents for the type of analysis in a climate change analysis, as this discipline is still evolving. [emphasis added]*

Clearly, whatever thresholds and analysis may have been employed in the Highland Fairview EIR were for that project only, and not intended or necessarily applicable to the proposed Westridge Commerce Center Project. The results and conclusions of the EIR are not affected.

Response JS-28

The commentor considers the term "cumulatively considerable" established under the *CEQA Guidelines* Section 15064, subd. (h)(1), and appears to misapply it in evaluating Project GHG emissions and potential Project-related Global Climate Change impacts. In total, *CEQA Guidelines* Section 15064, subd. (h)(1) cited by the commentor, and excerpted below, provides guidance as to whether an EIR is required based on the potential for a given project to cause or result in cumulatively considerable impacts.

> (h)(1) When assessing whether a cumulative effect requires an EIR, the lead agency shall consider whether the cumulative impact is significant and whether the effects of the project are cumulatively considerable. An EIR must be prepared if the cumulative impact may be significant and the project's incremental effect, though individually limited, is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The Lead Agency had previously determined through the Initial Study process that an EIR is required for the Project, to include an analysis of all potential cumulatively considerable impacts, including potential GHG/GCC impacts.

The EIR analysis supports the conclusion that Project-specific GHG/GCC impacts are individually less-than-significant and not cumulatively considerable (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C). To this end, not only are the Project's incremental GHG/GCC impacts substantiated to be less-than-significant. As noted in the Draft EIR, with regard to global climate change, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.

Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory. The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is assessed by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Additionally, as discussed in the Draft EIR . . . "to facilitate their monitored implementation throughout Project development and operations, design features and operational attributes of the Project are incorporated into this EIR as Mitigation

Measures 4.3.10 through 4.3.13 . . . These measures act to reduce Project-related operational source air pollutants and GHG emissions, and promote sustainability through conservation of energy and other natural resources" (Draft EIR at Page 4.3-94). As amended in these Responses, additional mitigation has been also been provided, further reducing already less-than-significant Project GHG emissions levels. Please refer also to previous discussions at Responses JS-20 through JS-27, substantiating less-than-significant Project GHG/GCC impacts.

As provided for under *CEQA Guidelines* Section 15064(h)(2), "[w]hen a project might contribute a significant cumulative impact, but the contribution will be rendered less than cumulatively considerable through mitigation measures . . . [the supporting analysis] shall briefly indicate and explain how the contribution has been rendered less than cumulatively considerable." Design features, operational programs, and mitigation measures included in the Draft EIR (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C) render the Project's potential contribution to Global Climate Change impacts to levels that are less than cumulatively considerable.

As further provided under *CEQA Guidelines* Section 15064(h)(3), . . . "a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program (including, but not limited to, water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, plans or regulations for the reduction of greenhouse gas emissions) that provides specific requirements that will avoid or substantially lessen the cumulative problem within the geographic area in which the project is located. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make

specific the law enforced or administered by the public agency. When relying on a plan, regulation or program, the lead agency should explain how implementing the particular requirements in the plan, regulation or program ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable."

The general arena of GHG emissions regulations remains preliminary and still formative, and there are no plans (as yet) with the effect of law that would be applicable to the Project. Notwithstanding, the CARB Scoping Plan and 2006 CAT Report are considered indicative of likely future guidelines and requirements. The Project supports and is consistent with CAT strategies and other means suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32. Qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report (Draft EIR Pages 4.3-94 through 4.3-110) supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

Continuing, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative GCC impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

It is further noted cumulative effects of Global Climate Change would be considered significant irrespective of any increment of GHG emissions generated by, or reduced through, implementation of the Project. Moreover, absent similar commitments worldwide, even full state-level reduction of GHGs as provided for under California

statute would not notably or discernibly affect a difference in global climate change. In this regard, the World Resources Institute estimates California GHG emissions comprised an estimated 1.3 percent of worldwide GHG emissions as of 2000.[9] Further, whereas California since 2000 continued to implement further energy efficient technologies and other means that directly or indirectly reduce GHG emissions and thereby reduce its proportionate impacts, these reductions have been more than offset by increasing growth and industrialization worldwide. This speaks to *CEQA Guidelines* Section 15064(h) (4) provisions, which provide that the mere existence of significant cumulative GCC impacts caused by other projects (worldwide growth and industrialization) alone does not constitute substantial evidence that the Westridge Commerce Center Project's incremental GCC effects are cumulatively considerable.

Based on the preceding the project will not result in or cause cumulatively considerable GCC impacts. Results and conclusions of the EIR are not affected.

Response JS-29

The commentor summarizes various provisions of the *Final Statement of Reasons for Regulatory Action* (California Natural Resources Agency) December 2009 which allow for off-site mitigation of GHG impacts.

As substantiated in the EIR and discussed in these Responses, Project-related GHG emissions impacts are less-than-significant and are not cumulatively considerable. Off-site mitigation is not proposed nor is it required. Results and conclusions of the EIR are not affected.

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9 *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions* (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008, Page 8.

Response JS-30

Temporary and intermittent significant construction-source noise impacts noted by the commentor are fully discussed and disclosed in the Draft EIR:

> **Level of Significance after Mitigation:** Mitigation Measures 4.4.1 through 4.4.4 will qualitatively reduce construction-source noise and its perceived impacts to the extent feasible. The proposed use of noise curtains during the most noise intensive activities (grading/site preparation) may reduce received noise levels by 10-20 dBA at the nearest receptors. Nonetheless, it is anticipated that construction-source noise received at the nearest affected residential receptor adjacent may temporarily and periodically reach the maximum anticipated exterior noise level of 89 dBA Leq. This condition would occur in particular when heavy equipment is used for the construction of adjacent Fir (future Eucalyptus) Avenue. At more distant residential neighborhoods, the maximum received noise level is conservatively estimated at 60 to 65 dBA Leq. As such, even with the application of proposed mitigation, Project construction equipment activities would exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), and consequently would be considered a substantial temporary and periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project (Draft EIR Page 4.4-20).

Mitigation of construction-source noise impacts is addressed in the following responses JS-31 and JS-32. Results and conclusions of the Draft EIR are not affected.

Response JS-31

The commentor provides opinions on Draft EIR Mitigation Measure 4.4.4, which is presented in its entirety here:

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

The commentor states that the mitigation language "[n]oise curtains shall be installed so as to provide maximum reduction for noise sensitive uses" is "unenforceable." The commentor fails to note or recognize that construction activities by their nature are fluid and mitigation addressing such activities is similarly fluid. The stipulation that noise curtains be installed so as to achieve the maximum reduction in noise accommodates site and use-specific variations in construction activities and construction noise that may affect proximate sensitive receptors. As discussed at Draft EIR Page 4.4-18, "[t]he closest noise sensitive receptor that will be subject to potential construction noise impacts is the residence located at 28855 Fir Avenue (future Eucalyptus Avenue),approximately 150 feet southerly of the Project site's southernmost boundary. Because roadway improvements along future Eucalyptus Avenue are also part of Project development, an overall grading noise level of 89 dBA at 50 feet has been used as the worst-case, maximum exterior noise level when heavy equipment is nearest this sensitive receptor. At the nearest residential neighborhood, located more than one-quarter mile from the Project site, received construction-related noise levels would be reduced by 30 decibels or more based on physical separation between these residences and the Project site.

As also noted in the Draft EIR, the noise curtains required pursuant to Mitigation Measure 4.4.4 would conservatively provide an estimated 10 to 20 dBA of noise

reduction acting to reduce noise at proximate receptors. Worst-case construction noise levels (estimated to be 89 dBA at 50 feet) would occur as roadway improvements occur along future Eucalyptus Avenue. To ensure that the single residential use would not be temporarily and intermittently exposed to construction noise levels exceeding 60 dBA would in effect require construction of a barrier along the southerly edge of the Fir (future Eucalyptus Avenue) right-of-way, extending at a minimum the length of the affected receptor property line (approximately 620 feet) providing line-of sight interruption of noise yielding a 29 dBA noise reduction. Alternatively, an encapsulating 620 foot by 620 foot, 29 dBA noise-reducing barrier could be constructed around the receptor property in question.

For construction equipment with a 12-foot high exhaust stack, and not accounting for grade differentials, line of-sight noise protection would require a minimum 15 foot high wall (noise source height plus three feet).Under laboratory conditions a 4-inch thick concrete wall (or equivalent @ 30 lbs./s.f.) would provide approximately 37 dB noise attenuation (one side of a barrier to the other); and under uncontrolled exterior conditions could hypothetically provide 29 dBA noise reduction in protected areas immediately adjacent to the wall, within the noise "shadow zone." However noise diffracted over the top of or sides of the wall would still affect more distant unprotected receptors. Moreover, a 4-inch thick concrete wall, 15 feet in height is not structurally stable without significant reinforcing (envision a 15-foot high freestanding brick wall); and in practical application would constitute a permanent structure with anchoring footings or caissons.

The commentor suggests that "temporary sound walls" be implemented. As indicated, such walls would not be temporary. Moreover, construction of the "temporary" walls themselves, as well as their demolition, would generate noise levels equaling or exceeding those resulting from the Project. That is, the noise barrier's own construction and its subsequent demolition, would occur at the southerly right of-way line, and would require use of construction equipment in addition to, and for periods of time

greater than, that otherwise required to implement the Project. This would arguably increase rather than decrease net adverse effects construction noise.

Response JS-32

Please refer to the following Response JS-33.

Response JS-33

The commentor's suggested additional measures to reduce construction-source noise are addressed below.

Suggested Measure	Response
1.Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.	**Not required, no nexus with significant impacts.** The Noise Impact Analysis states that this program is merely recommended not required. Nor are the recommended measures reflected in or required to attain the "mitigated condition" presented in the Draft EIR. The Lead Agency may, at its discretion, impose additional Conditions of Approval (such as recommendations within studies) supplementing the EIR Mitigation Measures. The Draft EIR contains comprehensive mitigation to address noise impacts of the Project. These measures are included as part of the Mitigation Monitoring Plan, presented in Section 4.0 of this Final EIR. The Mitigation Monitoring Plan: 1) assigns responsibility for, and ensures proper implementation of Mitigation Measures; 2) assigns responsibility for, and provides for monitoring and reporting of compliance with Mitigation Measures; and 3) provides the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs. The City will monitor and report on all mitigation activities.
2.The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.	**Incorporated** at revised EIR Mitigation Measure 4.4.3.

Suggested Measure	Response
3.Notify surrounding homeowners of expected, specific construction-related noise impacts.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations vis-à-vis noise-related requirements. The public, including surrounding homeowners, has been notified of the Project via direct mailing and public notice, consistent with the provisions of the City of Moreno Valley Municipal Code. Copies of the Draft EIR are available upon request.
4.When technically feasible, electrical construction equipment should be utilized.	**Incorporated** at revised Mitigation Measure 4.3.8.
5.During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.	**Replicates existing requirements.** Mitigation Measure 4.3.10, as currently presented in the Draft EIR, prohibits the idling of trucks for more than three (3) minutes.

Response JS-34

The commentor appears to misinterpret and/or misapply noise limitations established under the City's Noise Ordinance, noise standards provided for under the General Plan, and their application within the EIR. The commentor erroneously states " . . . *the DEIR . . . adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA greater*." The commentor suggests that the City Noise Ordinance threshold of 60 dBA Leq be universally applied irrespective of existing conditions, noise source, or noise duration.

To clarify, as noted in the Draft EIR . . . "[t]he City's Noise Ordinance applies to 'stationary source' noise occurring on one property, which may affect a neighboring property (Draft EIR at Page 4.4-13). Mobile source (roadway noise) is not regulated under the City Noise Ordinance. The Noise Ordinance is directed toward discrete, identifiable stationary or area source noise. Noise thresholds established in the Ordinance are expressed in Leq, acknowledging noise levels occurring within a limited and defined time frame (in this case one-hour).

As described and discussed in the EIR, the Noise Ordinance's most restrictive threshold conditions of 60 dBA Leq daytime/55 dBA Leq nighttime for residential land uses are appropriately applied in evaluating discrete area/stationary source noise generated by the Project and received at proximate residential land uses. As discussed in the Draft EIR (Pages 4.4-23 through 4.4-26), at receiving residential land uses, Project operational stationary/area source noise will not exceed 60 dBA Leq daytime /55 dBA Leq nighttime.

The Noise Ordinance is not intended or constructed to address modeled areawide ambient noise levels increases, such as occur over time due to ambient increases in areawide traffic. Nor is it appropriate to evaluate or consider long term increases in ambient noise levels (such as increases in roadway corridor noise) in terms of Leq. It is the 24-hour average weighted noise level (CNEL) that accurately and appropriately describes the effective ambient noise condition, and indicates whether there would be a substantial permanent increase in noise levels due to the effects of a given project.

CNEL guidelines applicable to increases in ambient noise conditions, including noise generated by Project-related mobile sources (traffic) are established under the City General Plan Noise Element. As discussed in the Draft EIR:

> The Safety Element of the City's General Plan discusses noise and future projected noise levels within the City. For planning purposes, the City employs a 65 CNEL standard for noise-sensitive outdoor areas (e.g., rear yards of single family homes), and an indoor noise standard of 45 CNEL for residential developments (Draft EIR Page 4.4-14).

As supported by analysis presented in the EIR (see EIR Section 4.0, Noise; EIR Appendix D, noise Impact Analysis) the Project will not result in or cause operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

Response JS-35

The commentor states that "*. . . the Draft EIR makes a conclusory statement of insignificance without data or analysis . . .*" with regard to potential vibration impacts of the Project. The commentor also states that the Draft EIR only addresses vibration impacts to buildings, but fails to address such impacts to people.

For ease of reference, the EIR discussion of vibration impacts is excerpted below:

> **Impact Analysis:** Groundborne vibration refers to groundborne noise and perceptible motion. Typical sources of groundborne vibration include the use of heavy-duty construction equipment to be employed at the Project site. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where motion may be discernible but without the accompanying effects (e.g., the shaking of a building).
>
> Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Vibration-caused building damage is not a factor for normal projects, with the occasional exception of blasting and pile driving during foundation construction, neither of which is anticipated as part of construction of the Project considered here.
>
> The City of Moreno Valley does not currently have adopted vibration regulations. Notwithstanding, germane vibration criteria has been established by the California Department of Transportation (Caltrans) and is employed in analyses presented here.

> The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. However, heavy equipment employed during Project construction could potentially generate groundborne vibration impacts at adjacent land uses. Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods used, distance to the affected structures and soil type. Construction vibration is generally associated with pile driving and rock blasting. Occasionally, proximate operations of large bulldozers and loaded trucks can cause perceptible vibration levels, notwithstanding, according to the *Transportation and Construction-Induced Vibration Guidance Manual* prepared for Caltrans, groundborne vibration from construction activities and equipment such as such as D-8 and D-9 Caterpillar bulldozers, earthmovers and haul trucks at distances of 10 feet do not create vibration amplitudes that would cause structural damage to nearby structures. The proposed Project is not anticipated to employ any pile driving equipment, nor require blasting activities. Further, the nearest heavy equipment operations would occur at a distance of 40 to 50 feet from the nearest residential use (28855 Fir Avenue). Impacts from construction-source groundborne vibration are therefore anticipated to be less-than-significant (Draft EIR Pages 4.4-27 to 4.4-28).

As indicated above, the City has no adopted vibration thresholds, much less a threshold adopted to address speculative "vibration impacts to people" suggested by the commentor. Structural damage is a defined concern addressed by Caltrans, and would be considered to constitute excessive groundborne vibration or groundborne noise levels. This concern is likewise is considered in the EIR. Occasional perceptible vibration levels should they occur, do not constitute excessive groundborne vibration or groundborne noise levels. Any vibration impacts perceived at off-site locations would, as noted, be temporary and intermittent due to transient construction vehicles.

There are no sensitive historic structures or instruments located proximate to the Project that would somehow be affected by temporary and transient construction-source vibration.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels. Results and conclusions of the EIR are not affected.

Response JS-36

Please refer to the following Response JS-37.

Response JS-37

The commentor again appears to misinterpret and/or misapply noise thresholds, now within a cumulative analysis context, and incorrectly states threshold considerations applicable to the Project.

In brief, the City Noise Ordinance regulates stationary/area source noise generated by the Project will not result in operational noise that would exceed Ordinance Standards (60 dBA Leq daytime/55 dBA Leq nighttime). Ambient noise increases, including traffic noise generated by the Project would not exceed the applicable 65 CNEL residential standard established by the General Plan. (The commentor misstates the threshold as 60 dBA Leq). Noise levels of less than 65 dBA CNEL are acceptable. In the instance noted by the commentor, vehicular noise levels due to cumulative growth (including noise generated by the Project traffic) would increase by 9.8 dBA CNEL over time, totaling an estimated 61.1 dBA CNEL at General Plan Buildout. Vehicular noise levels of 61.1 dBA CNEL are less than the threshold condition of 65 dBA CNEL, and impacts are therefore not cumulatively considerable. In instances where pre-existing noise levels exceed 65 dBA CNEL, or such traffic noise levels would occur due to cumulative growth absent the Project, the Project's incremental contribution would

range from 0.0 dBA to 0.4 dBA, and would not be discernible. In these instances, perceived noise conditions would the same with, or without the Project. As noted previously in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative noise impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

Project operational source noise would not exceed applicable standards established under the Noise Ordinance and/or General Plan. In no instance would Project noise cause a transition from acceptable ambient conditions to conditionally acceptable conditions or from conditionally acceptable conditions to unacceptable conditions.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause cumulatively considerable operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

Response JS-38

The commentor notes that modeling of noise based on measurements taken at the G.I trucking facility (Pomona CA) may not yield noise levels comparable to those that would be generated by the Project.

The G.I. trucking facility conducts logistics warehousing operations, including acceptance and dispatch of big-rig long-haul and consolidated freight trucks, similar to operations anticipated under the Project. The G.I. trucking facility noise measurements are not intended to precisely replicate noise generated by the Project operations site on any given day or at any given time. The empirical data collected does however provide a real world snapshot of anticipated noise sources and noise conditions typical of

heavy-duty, long-haul trucking operations conditions, and is considered superior to an assumed estimate of noise sources and noise levels. Results and conclusions of the EIR are not affected.

Response JS-39

The commentor's suggested additional measures to reduce operational-source noise are addressed below.

Suggested Measure	Response
1. All truck, tractors and forklifts shall be operated with proper operating and well-maintained mufflers. 2. Maintain quality pavement conditions that are free of bumps to minimize truck noise. 3. Limit the number of idling trucks on the southeastern portion of the site.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations in Response JS-32 vis-à-vis noise-related requirements. As noted in the Noise Impact Analysis, all operational noise impacts are less-than-significant. No additional mitigation of operational noise impacts is required.

Response JS-40

The commentor incorrectly states that "Interstate 15 (I-15) and Interstate 215 (I-215) provide access to the Project are and will most certainly be used to access the Project site." It is noted that I-215 was constructed to run roughly parallel to I-15 between Murrieta (approximately 30 miles south of the Project site) and Devore (located approximately 25 miles to the north of the Project site). In the vicinity of Moreno Valley, while I-215 is acknowledged as providing access, I-15 is located approximately 20 miles to the west. At these distances, I-15 does not provide direct access to the Project site, and on this basis, was not considered as part of the Project's traffic analysis.

With respect to commentor's concerns regarding potential Project-related impacts to I-215, a basic freeway segment analysis has been conducted between Box Springs

Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the Project's Traffic Impact Analysis (TIA Appendix 7.8, included as part of Draft EIR Appendix B). As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. Nor is there an established fair share fee program for potentially affected SR-60 freeway segments. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response JS-41

Despite the commentor's assertion that "[t]he Draft EIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project," the Project TIA (Draft EIR Appendix B) provides a summary of the Project's fee obligations in Table 8-

2. The application of fee-based mitigation is summarized at Draft EIR Pages 4.2-25 to 4.2-26; and discussed in greater detail at TIA Pages 200 through 206. The majority of the required improvements identified in the Draft EIR involve Caltrans facilities, improvement of which is outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The commentor's concerns regarding the adequacy of these funding mechanisms will be forwarded to decision-makers for their consideration.

Response JS-42

The commentor's suggested additional measures to reduce traffic-circulation impacts are addressed below. The results and conclusions of the Draft EIR are not affected.

Suggested Measure	Response
1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. 2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site. 3. Reroute construction trucks away from congested streets and sensitive receptor areas.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 4.2-85), "[i]t is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours." No additional mitigation is required.
4. Configure construction parking to minimize traffic interference.	**Replicates existing requirements.** Construction parking is one of many components considered in the required construction traffic management plan. No additional mitigation is required.
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
8. Provide shuttle service to transit stations/ multimodal centers for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Improve traffic flow by traffic synchronization.	**Replicates existing requirements.** Signal synchronization is currently effected by the City, beyond control or purview of the Applicant. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.

Response JS-43

Please refer to the preceding Response JS-3.

Response JS-44

Contrary to the commentor's assertion, the Project's total water demand is disclosed in the Draft EIR. As discussed in Draft EIR Section 4.5, "Water Supply," and supported by the Water Supply Assessment prepared for the Project by Eastern Municipal Water District (EMWD), the Project's estimated maximum water demand would be 44 acre-feet per year (please refer to Draft EIR Table 4.5-8 on Page 4.5-17). As noted in the Draft EIR, "[w]ater demand for this Project is calculated for planning purposes only, and reflects potential maximum demand conditions. Actual water use will be reduced through conservation, use of water efficient devices, and use of recycled water as it becomes available" (Draft EIR Page 4.5-17).

Response JS-45

The commentor's suggested additional measures to reduce hydrology/water resources/impacts are addressed below.

Suggested Measure	Response
1. Install permeable pavement in car parking areas. 2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.	**Not required, no nexus with significant impacts.** As discussed in the Draft EIR, potential water supply and hydrology/water quality impacts are less-than-significant as mitigated. No additional mitigation is required. The Lead Agency may, at its discretion, impose additional Conditions of Approval supplementing the EIR Mitigation Measures.

Response JS-46

Maintenance of municipal storm drains is not customarily the responsibility of surrounding property owners. Sediment collected within the SR-60 culverts, which are located upstream from the Project site, is removed in the course of regular maintenance activities performed under the direction of the Riverside County Flood Control and Water Conservation District.

In the interest of accuracy, it may be noted that the Project's Hydrology study actually states, "[t]he development may be conditioned to clean the existing sediment build up in the existing triple 60-inch pipes crossing under the 60 Freeway as well as the existing 60-inch pipe [discharging]into the Redlands Boulevard westerly drainage ditch." City Engineering staff may, as part of pre-construction review, include this recommendation as a condition of Project approval. However, despite the assertions of the commentor, the removal of sediment in culverts upstream of the Project is not required "to mitigate for impacts from runoff." Nor would any such requirement be rationally related to impacts by the Project. Potential Project-related drainage impacts are addressed in Draft EIR Section 4.6, Hydrology and Water Quality. No significant impacts requiring mitigation have been identified in regard to hydrology or storm water management.

Response JS-47

As noted on Pages 4.6-22 through 4.6-23 of the Draft EIR, the Project's drainage plan was purposely designed to ensure that runoff from the site does not enter the Quincy Channel. Future drainage improvements associated with the Quincy Channel and its

proposed overcrossing will not affect, nor be affected by, implementation of the Project. The future improvements are noted in the Draft EIR merely as a point of reference.

Response JS-48

The Cultural Resources Investigation prepared for the Project included a records search and above-ground reconnaissance survey, which is customary for pre-development review. No underground investigation is required under the CEQA guidelines, or any federal, state, or local laws or regulations.

The Cultural Resource Investigation and the Draft EIR acknowledge the possibility of historic and/or prehistoric cultural resources being present on the site in a buried context, but no evidence exists to indicate the probability of any on-site archeological or paleontological resources or human remains. Mitigation is provided that requires the use of professional monitors during all Project-related excavation and grading activities. Relevant text from the Draft EIR (Pages 4.7-11 through 4.7-13) has been included below for ease of reference.

> The Project Cultural Resources Investigation report notes that "there was early occupation in the area and evidence of this occupation may be present in a buried context – e.g., evidence of the water well in the center of the property, buried refuse deposits, privies, irrigation systems, foundations, etc. If evidence of such remains is uncovered during the grading of this property, the proponent should contact a qualified archaeologist to assess the find(s) and to make recommendations for a monitoring program to oversee the remainder of the grading program." The report further notes that "the paleontological monitor [discussed below] can also serve to oversee archaeological monitoring and negate the need for two monitors." The following mitigation measures will ensure that the recommendations of the Project Cultural Resources Investigation are implemented during Project development.

Mitigation Measures:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. All recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

The results and conclusions of the Draft EIR are not affected.

Response JS-49

The commentor appears to misconstrue the intent of Mitigation Measure 4.7.1, the text of which is provided as part of the preceding Response GB-48. As stated in this measure, the monitor is to be adequately "equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays." Further, no time limit or emphasis on urgency is placed on the "temporary" halt on construction activities. Rather, Measure 4.7.1 states, "[t]he monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification." Mitigation Measure 4.7.3, included below for ease of reference, contains wording similar to that of Measure 4.7.1, specifically in regard to the potential occurrence of paleontological resources.

> 4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*
>
> - *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
> - *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
> - *Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
> - *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
> - *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon*

exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays,* ***consistent with the requirements of California Public Resources Code Section 21083.2.*** *The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2.,* ***resources shall be left in an undisturbed state. Where preservation in place is infeasible, a~~A~~ll*** *recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum*

repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

To ensure monitoring and enforcement, these revisions to Mitigation Measures are reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata.

Response JS-50

As noted in the preceding response JS-49, despite the commentor's assertions to the contrary, Draft EIR Mitigation Measures 4.7.1 and 4.7.3 do not include restrictions or limitations on the time that would be allowed for adequate monitoring and recording of cultural resources. As further discussed in the preceding response JS-49, the wording of these measures has been amended to clarify that, if found, cultural resources would be preserved in place where appropriate.

Response JS-51

Despite the commentor's assertions to the contrary, the Project's potential effects on common wildlife species have been addressed in *Report On Habitat Assessments and Biological Surveys for the West Ridge Project Site* (Harmsworth Associates) October 2008, presented at Draft EIR Appendix D. Relevant text is excerpted below for ease of reference.

> **5.8 Direct impacts to wildlife**
>
> **5.8.1 Common Wildlife**
>
> The primary impacts of the project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. These impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated

in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Report on Habitat Assessments, Page 36).

This same material discussion appears in the body of the Draft EIR.

Common Wildlife Species

The primary impacts of the Project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the Project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. However, these impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Draft EIR Page 4.8-25).

No potentially significant impacts have been identified, and no mitigation is required. The results and conclusions of the Draft EIR are not affected.

Response JS-52

The commentor recommends additional measures to be implemented to reduce the Project's adverse effect on scenic views in the Project area. The Draft EIR acknowledges, in Section 4.9, "Aesthetics," that implementation of the Project would obstruct or alter views from major roadways and surrounding areas, and would therefore have a

substantial adverse effect on a scenic vista, which is a significant individual and cumulative impact.

No feasible mitigation measures were identified within the Draft EIR which would reduce this loss of viewshed. All other potential aesthetic impacts of the Project were determined less-than-significant.

The particular mitigation measure suggested by the commentor is presented and responded to below:

1) *Preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County.*

The City does not currently conduct a program that would allow for the purchase of off-site areas for "scenic preservation," as suggested by the commentor, nor is it aware of other such programs offered by agencies or organizations within the Western Riverside County area. Moreover, preserving another existing scenic view elsewhere would not serve to mitigate the impacts of this Project. While the value of off-site mitigation for certain environmental impacts (e.g., biological habitat areas) has been demonstrated, the application of the proposed measure in regard to aesthetic impacts is considered infeasible.

Response JS-53

As noted in the Draft EIR (Pages 5-25 and 5-26), §15126.6 of the *CEQA Guidelines* states that an EIR must describe a range of reasonable alternatives to the Project, or to the location of the Project, which would feasibly attain the Project objectives, but would avoid or substantially lessen any of the significant environmental effects of the proposal. As further presented in the *CEQA Guidelines*, an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation. To this end, the *CEQA Guidelines* indicate that the

range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of Project Objectives.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives. The text on Draft EIR Pages 5-35 through 5-44 provides the basis upon which each of the considered alternatives was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response JS-54

The exhibits identified by the commentor and provided as part of these comments have been included in Appendix A of this Final EIR.

Response JS-55

The commentor attaches various professional references. No response is required.

From: Shelly Mesa [shellymesa@roadrunner.com]
Sent: Monday, December 06, 2010 1:35 PM
To: Jeffrey Bradshaw

Subject: Questions about Sketchers, Westridge Commerce Center and Pro Logis projects.

Dear Jeffrey,

Hello, I am a concerned homeowner my name is Shelly Mesa, we bought out here 5-years ago and have been enjoying our beautiful view of the Badlands as well San Bernadino Mountains. I am concerned about all the changes that are taking place around us! I have been active an obtaining signatures against this project, just to be disappointed in our City Officials who over rode the City"s Planning Commision Votes, because their back pockets were padded by Mr. Benzeevi, as well as The Sequoia Club being bought, who had an active interest as well about the Enviromental Impact this will have on our "Beautiful Land." I intended to be out here thru our "Retirement Years". But what is to become of the East end of Moreno Valley? SM-1

1. How will the toxic diesal truck emmisions affect the people who will live on the south side of Fir when both the Warehouse and Pro Logis as well as Sketchers are at full operation? SM-2

2. What measures could be implemented during the construction and operation of this warehouse which could lesson the impact on noise, air quality and global warming, but which you are not going to put in place? SM-3

3. What will you do to protect the Warehouse Wokers from the effects of toxic diesal pollution? SM-4

4. How many toxic diesal trucks do you calculate to use Redlands Blvd. to come north out of town when Sketchers, Westridge Commerce Center and Pro Logis are in full operation? SM-5

I am concerned that if we don't take a stand we will have nothing but warehouses and low income apartments here in our community! SM-6

Sincerely
Shelly Mesa

SHELLY MESA

Email Dated December 6, 2010

Response SM-1

The commentor's concerns and opinions will be forwarded to decision-makers for their consideration.

Response SM-2

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant with mitigation, on both an individual and cumulative basis (i.e., with the Project alone and with the development of the ProLogis and Highland Fairview project, as well as other anticipated cumulative growth). Please refer also to Responses LA-1, FNSJ-8, *et al.* addressing diesel emissions impacts.

Response SM-3

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have otherwise been employed within the Draft EIR to reduce any potentially significant impacts. As discussed at FEIR Section 2.0, additional/revised mitigation has been incorporated based on comments received on the Draft EIR. Inclusion of these measures does not however, materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

As disclosed in the DEIR, even with the application of mitigation, the Project will result in certain significant and unavoidable air quality and noise impacts. A summary of significant impacts is presented at DEIR Pages 1-17 through 1-20.

Response SM-4

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpt from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response SM-5

Opening Year Cumulative Conditions for area roadway segments, including Redlands Boulevard, are identified in the Draft EIR at Table 4.2-13 (Pages 4.2-61 to 4.2-62). Section 4.2 of the Draft EIR further identifies the number of trucks that will be accessing the site

and vicinity projects on Page 4.2-18. This discussion is presented below for ease of reference.

> As seen in [Draft EIR] Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour.

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Response SM-6

The commentor's concerns will be forwarded to decision-makers for their consideration.

From: ned newkirk [ned_newkirk@verizon.net]
Sent: Monday, December 06, 2010 3:00 PM
To: Jeffrey Bradshaw
Subject: Proposed West Ridge Commerce Center

Name: Ned and Dawn Newkirk Phone: 951-242-3055 Address: 29080 Dracaea Avenue--
MorenoValley, Ca. 92555
Email Address: ned_newkirk@verizon.net

How does the the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan? NDN-1

As new warehouses such as Skechers and the proposed West Ridge Commerce Site are very near to residential areas, what measures will be required to reduce the size and starkness of the warehouses that are very close to these residential areas? If you do not require measures for warehouses to esthetically fit into the neighborhood, residential property values could be dramatically affected and reduced. NDN-2

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? NDN-3

What warehouses are under consideration for the Eastern end of the City of Moreno Valley consisting of the area from Moreno Beach to Gilman Springs Road and Ironwood Ave to south of Alessandro Blvd? NDN-4

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? NDN-5

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? NDN-6

What will you do to protect nearby residents from the effects of toxic diesel pollution? NDN-7

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? NDN-8

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? NDN-9

How will this project be growth inducing for similar projects? NDN-10

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, WestRidgeCommerceCenter and Pro Logis are in full operation? NDN-11

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists [illegible] LOS be as a result of these three warehouses? NDN-12

NED AND DAWN NEWKIRK

Email Dated December 6, 2010

Response NDN-1

The commentor inquires: "How does the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan."

The commentor's inquiry is not specific to the Project or the EIR and absent further explanation, does not allow for on-point response. Moreover, there is no formal adopted "Moreno Valley Beautification Plan." Notwithstanding, as discussed in the Draft EIR (Pages 4.1-17 to 4.1-20), uses proposed by the Project are consistent with applicable General Plan Land Use Policies. It is presumed that other projects proposed for development within the Project area (warehouses or other uses) will be subject to a similar consistency analysis.

Individually and cumulatively significant aesthetic impacts of the Project are also acknowledged in the Draft EIR.

AESTHETICS **Project-Specific Significant Impacts**

Change to Scenic Vistas

Construction of the proposed Project would result in interrupted or obstructed views of off-site scenic areas. This is recognized as a significant and unavoidable aesthetic impact.

Cumulatively Significant Impacts

The Project will restrict or interrupt both near and distant views in the Project area, and in combination with other vicinity development, will cumulatively result in a substantial adverse effect on scenic views in the Project area. The cumulative effects of the Project in regard to scenic vistas are determined to be significant.

(Source: Draft EIR Table 1.8-1, Pages 1-19, 1-20)

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

Response NDN-2

The Draft EIR's discussion of Aesthetics (Section 4.9) addresses the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings. The Draft EIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. However, the analysis concludes that no potentially significant impacts would occur in this regard. The relevant text from Draft EIR Page 4.9-22 is provided here for ease of reference.

> Properties to the south of Fir (future Eucalyptus) Avenue are currently zoned for large lot residential uses. To provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary. This wall will be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti.
>
> As supported by the preceding discussions, and with implementation of the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant.

Response NDN-3

The commentor expresses concerns about the effect of diesel truck emissions on the sensitive receptors located on the South side of Fir Avenue.

A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk

shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [10]

Response NDN-4

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. These include the recently approved Highland Fairview Corporate Park, and the proposed ProLogis warehouse project. To date, no further inquiries, applications, or other proposals have been received by the City in regard to development of the types of land uses referenced by the commentor.

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10 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

It may be noted that a "Logistics Modified General Plan" development concept was included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16). This development concept addressed the possible future development of a substantial number of warehouse facilities in the eastern end of the City.

For the purposes of the Westridge Commerce Center Draft EIR analysis, the City does not consider the "Logistics Modified General Plan" (LGMP) proposal included within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development concept was not included among those identified as "related projects" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

Response NDN-5

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, the Project will result in certain significant and unavoidable air quality and noise impacts.

Response NDN-6

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response NDN-7

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant as mitigated.

Response NDN-8

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the

Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

<u>Response NDN-9</u>

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response NDN-10

The commentor expresses concern regarding the growth inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth. Moreover, the Project is consistent with the adopted General Plan, would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response NDN-11

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19,

acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Response NDN-12

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR

Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:16 PM
To: Jeffrey Bradshaw; John Terell
Subject: DEIR Comments for Ridge-1
To: Jeff Bradshaw,

These are my comments and questions concerning the Westridge Commerce Center Project.

My biggest concern and questions are regarding the cumulative effects of the 35 million square feet of warehousing proposed for this area of the city. The law requires that the FEIR address the cumulative impacts of the entire known proposal. The Agency (the city of Moreno Valley) is well aware of the fact the developer that owns most the raw land in this area wants to turn this area into another Mira Loma type warehouse district encompassing 35 million square feet of warehousing. The city has an obligation to make sure that the impacts of all 35 million square feet are addressed in this document. It is not acceptable for the city to pretend it doesn't know about these other planned warehouses. The fact they have not submitted an application yet has no bearing on the known intended plan. I will include the Press-Enterprise article in which these35 million square feet warehousing plan was detailed. DR1-1

There is only one actual lane on the westbound 60that leaves Moreno Valley and continues to Riverside. How are all these trucks going to affect the traffic going west on the 60? How is the truck traffic from the other 30 million square feet of warehouses going to affect the truck traffic?Is the city going to let this developer lie about the traffic the way they let Highland Fairview lie? Is this developer going to be allowed to show unrealistic videos of dream traffic or they going to be required to tell the truth? What is the impact of the additional truck traffic from this approximately one million square foot warehouse on the one actual lane that leaves Moreno Valley and continues to Riverside?What is the impact of the truck traffic from all 35 million square feet of warehousing on the one lane of the 60 that leaves Moreno Valley and continues to Riverside? DR1-2

We know we are not going to meet our 2015air quality targets. How are we going to meet them by adding warehousing that is not even required to meet LEED standards? Why would we add anything that is not required to meet LEED standards? How much farther over our target will we be with the addition of a one million square foot warehouse? How much farther will we be over our target with the entire 35 million square feet of warehousing proposed? DR1-3

The City of Moreno Valley has some of the most beautiful vistas in the Inland Empire. Why does the consortium this developer belongs to think it is ok to rape the views of this city when other locations would serve the same function without doing so? Why does this consortium of developers think so little of the beauty of Moreno Valley that they would destroy it just to make a couple extra bucks? There are plenty of parcels in the flat area where warehousing was intended to go. I know because my home overlooks this area. Why is this consortium of developers destroying the vistas of people who have lived in their homes many over 20 years when they don't have to? Nobody that cared for our city would so callously destroy it! Why would we want to do business with developers who care nothing for our city? DR1-4

Why is this consortium of developers building off the 60 when the 215 is a much better location? The 215 has millions of federal money spent and planned to be spent on it. The 60 has no plans to add more than the one and only west bound lane that leaves the city and continues into Riverside. March Global Port by the 215 has an airport and is nearer to the railroad. Why isn't this warehouse being proposed in the area of the city that was intended for a warehouse? Why not the March Global Port? DR1-5

The Skechers project caused animosity that still has not been resolved. This developer knows that. Why does this developer and the consortium he is aligned with think it is ok to emotionally tear a city apart? Why doesn't this developer care about the quality of life of the residents most affected by this project?

Knowing how you feel and knowing what you want to say is much easier than typing it. I sincerely hope you will answer all my concerns about this project. DR1-6

PS. I referenced newspaper articles that I will send separately

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno Valley CA 92555

DEANNA REEDER, LETTER 1

Email Dated December 6, 2010

Response DR1-1

The commentor expresses concern regarding "the cumulative effects of the 35 million square feet of warehousing proposed . . . ," citing an article from the *Press Enterprise* newspaper dated August 21, 2008 which references a "Logistics Modified General Plan" development concept included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16).

The *CEQA Guidelines* (Section 15130, subd. (b)(1)(A)) state that "a list of past, present and probable future projects" may be used to provide an adequate discussion of significant cumulative impacts. No active application exists for Logistics Modified General Plan (LGMP) proposal. Nor does the City consider the LGMP proposal cited within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development is not included as a "related project" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

To date, no further inquiries, applications, or other proposals have been received by the City in regard to the possible amendment of the General Plan or the Moreno Highlands Specific Plan to support the type of development referenced by the commentor. As

identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the adopted City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

The commentor's concerns and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

Response DR1-2

In regard to cumulative traffic impacts, please refer to the preceding Response DR1-1. In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As

noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response DR1-3

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

Although the ultimate level of LEED certification cannot be determined at this time, since the tenant and therefore specific environmental strategies to be employed at the facility, are unknown, it is important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

The commentor refers to "our 2015 air quality targets" but does not quantify or otherwise specify "our targets." The Project is consistent with land uses plans, and emissions reductions programs, and emission control strategies outlined in the applicable Air Quality Management Plan (DEIR at Pages 4.3-49 through 4.3-52). The Project further incorporates all feasible measures to reduce its air quality impacts. Please refer also to the preceding Response DR1-1. The commentor's statements are forwarded to the decision-makers.

Response DR1-4

The Draft EIR addresses the Project's potential aesthetic impacts in Section 4.9, and acknowledges that implementation of the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact. The suggested relocation of the Project is addressed in the following Response DR1-5. The commentor's statements and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

Response DR1-5

In regard to the commentor's suggestion that the Project be located in another area of the City, several alternative sites were analyzed as part of the Draft EIR (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or

substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

Response DR1-6

The commentor's concerns and opinions are forwarded to decision-makers for their consideration.

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:23 PM
To: Jeffrey Bradshaw
Subject: DEIR Comments Ridge-2
To Jeff Bradshaw,

This is the article I referenced in the first email.

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno valley CA 92555

DR2-1

More distribution centers proposed for Moreno Valley's eastern side

Download story podcast

10:00 PM PDT on Thursday, August 21, 2008

By DAN LEE
The Press-Enterprise

MORENO VALLEY - Highland Fairview Properties, the developer of the Aquabella residential project and the Skechers logistics facility, is considering plans to build as much as 35 million square feet in distribution centers on the eastern side of town.

That potential scenario was included in the draft environmental impact report that the Michael Brandman Associates consulting firm prepared for the Skechers project. It would affect about 1,800 acres south of Highway 60 and between Redlands Boulevard and Gilman Springs Road, reducing the number of homes allowable in the Specific Plan in the area and increasing the land devoted to industrial uses.

Although the 1.8 million-square-foot Skechers building is a separate project, Highland Fairview President Iddo Benzeevi said the scenario was included in the report because residents had asked what might happen if that area, known as the Moreno Highlands, was developed into a business park. Highland Fairview has not formally submitted any proposal for logistic centers in the Moreno Highlands area.

Story continues below

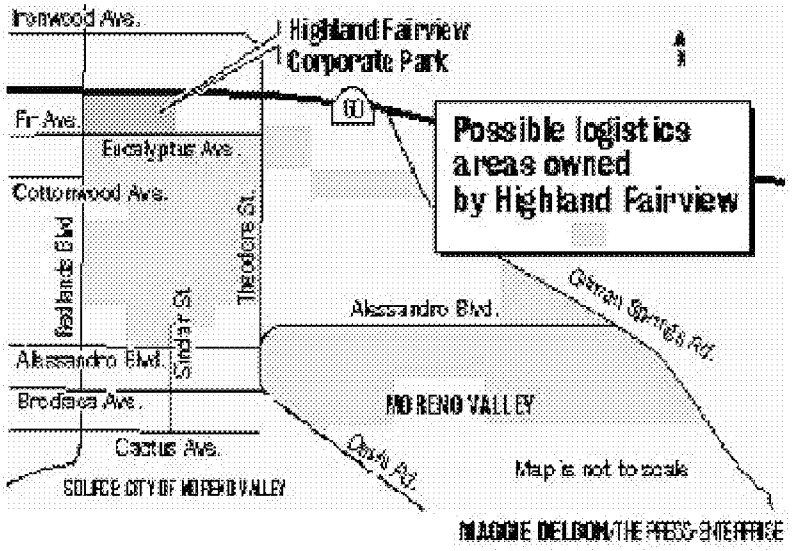

"It is an alternative that will be evaluated," Benzeevi said by phone. "We're looking at every possibility."

Any such proposal would require revising the Moreno Highlands Specific Plan, which would require the city Planning Commission and the City Council to hold public hearings prior to approval, city Planning Official John Terell said by phone.

Jobs

The City Council had approved the Moreno Highlands plan in 1992. The 3,000-acre, master-planned community would include 7,700 homes, a 600-acre business park, schools, golf courses and 120 acres of city parks. It would add as many as 30,000 new residents to Moreno Valley and 21,000 jobs, according to city estimates at the time.

Environmental activists sued the city over the plan, claiming that traffic, air pollution and potential earthquake hazards were not adequately addressed. They also argued that the planned community threatened the nearby San Jacinto Wildlife Area.

Although the projects' developers decided not to shelve their construction plans in June 1993, citing the economic downturn at that time, a judge in May 1994 ruled that the city had approved the Moreno Highlands plan properly. The Moreno Highlands community remains unbuilt.

Benzeevi said it is critical that Moreno Valley develop more of an employment base: Only about 3 percent of Moreno Valley's land can generate jobs, compared with the 10-20 percent in most cities. Without sufficient local jobs, residents are forced to commute out of town for work, creating traffic and causing them to have less time with their families, he said.

"It is just not acceptable," Benzeevi said. "We need to build sustainable communities."

A big part of the original Highlands plan already was intended for industrial uses, the developer added. With the addition of distribution centers the Moreno Highlands area could generate more than 26,700 jobs, according to Michael Brandman Associates.

Jamil Dada, chairman of the Moreno Valley Chamber of Commerce, said he agrees that Moreno Valley needs jobs. Dada has supported the Skechers project and proposals by ProLogis and First Industrial Trust to build distribution centers nearby.

Dada added, however, that he would like to see city officials determine what Moreno Valley residents want on the eastern end. He also said he would like to know what the environmental impact of the proposed changes might be.

'Still a Mess'

A new grassroots group called Residents for a Livable Moreno Valley is expressing concern about the proposed distribution centers. Spokesman Bob Franz said he is not opposed to growth or creating more jobs, but building distribution centers in eastern Moreno Valley does not make sense, given the traffic and pollution.

"It's already still a mess heading west (on Highway 60)," Franz said by phone. "I don't think it's a good idea taking trucks east through the Badlands."

The addition of logistics buildings to the Moreno Highlands would result in less traffic and overall pollution emissions than the land uses under the existing plan, according to Michael Brandman Associates. However, it would result in increased diesel emissions, the consulting firm found in its report.

Benzeevi said any logistics or distribution centers built in the Moreno Highlands area would be built to the same standard as the Skechers building, which is seeking the highest rating under the Leadership in Energy and Environmental Design standards. The developer added that Highland Fairview would take the necessary steps to minimize the effects on air quality and traffic as much as possible.

The logistics proposal and the future of eastern Moreno Valley are expected to be issues in the Nov. 4 election for the 3rd Council District seat, which represents the area.

Incumbent Frank West has said his constituents are concerned about building distribution centers on the eastern end of Moreno Valley. But West has four challengers: Robin Hastings, Mike Rios, Ray Carbajal Jr. and Robert Burks.

Moreover, the Moreno Valley Taxpayers Association has spent about $120,000 on a campaign to oust West and fellow incumbent Councilman Charles White. Highland Fairview Properties has contributed $60,000 to the effort, according to the most recent campaign finance reports that have been submitted.

Reach Dan Lee at 951-763-3457 or dlee@PE.com

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DEANNA REEDER, LETTER 2

Email Dated December 6, 2010

Response DR2-1

Receipt of the article referenced in the commentor's preceding correspondence (referenced in this document as "Deanna Reeder, Letter 1") is acknowledged. The preceding responses DR1-1 through DR1-6 are provided to address the commentor's specific concerns.

From: sgcricket@aol.com
Sent: Friday, December 03, 2010 11:58 AM
To: Jeffrey Bradshaw
Subject: Public Comment on West Ridge Commerce Center

Comments: West Ridge Commerce Center Draft EIR
From: Residents for a Livable Moreno Valley

Residents for a Livable Moreno Valley is concerned that the City of Moreno Valley is not moving in the direction as stated in the General Plan. The eastern end of the City has the potential to develop into something the residents can be proud to share. There are mountain views, Lake Perris Recreational Area, Riverside County Conservation Area land, San Jacinto Wildlife Area and San Timoteo State Park surrounding this portion of Moreno Valley. The pathway chosen by Council and reflected in past General Plan changes is a concern. The City must:

1. Increase employment
2. Improve high school and college graduation rates
3. Raise the median income of the City
4. Provide a variety of housing for the residents
5. Protect the health and safety of the residents

Warehousing provides none of these benefits to the citizens. The number of employees per square foot of warehouse is minimal, the education requirements are marginal, the salary of a warehouse employee will not provide a middle/upper middle class life style, the location of warehouses will discourage construction of large, estate homes, the accumulated pollution will create health hazards for residents, and the dangerous conditions on SR 60 will not be addressed. RLMV-1

My questions to the developer (and Council, which has power to approve General Plan amendments):

1. Employment
   How many permanent employees per square foot will be working on site after construction? How many employees per square foot are employed at a Business Park designation?
   If the public wants to know the number of employees, will the tenant's personnel offer to provide this?
   If Moreno Valley residents are expected to tolerate the pollution, traffic and noise associated with warehouses, what percentage of City residents will be hired for the facility and will personnel make proof of residency available?

2. Education
   If the education needed for a warehouse position does not require a high school diploma or equivalency, how will this project improve the incentive for students to graduate?
   What percentage of positions will require post-high school education?
   What percentage of positions will require a 4 year college degree?
   What support will the employees receive to attend RCC or trade schools?

3. Income
   What will be the median and average salaries for the proposed warehouse employees?
   Will the median and average be above or below the median and average income for Moreno Valley?
   If the median and average is below that of the current City income, how will the warehouse help to raise that statistic?

4. Housing
   Where in Moreno Valley will the "estate" housing be built?
   Warehousing presents a stigma for the development of upper end housing. How will this provide a positive direction for the City?
   For every apartment unit built for homeless and low income warehouse employees, why isn't a home built that is above the average home cost?
   How will warehousing stop the downward spiral of low cost housing that is not balanced with an increase in upper end homes?
   What will stop the median home cost from going down and making the City look less attractive to those with money to buy?

RLMV-2

5. Health and Safety
   Why is Caltrans not being tasked to provide safe improvements to Highway 60 BEFORE the increase in truck traffic?
   Why are overpass improvements considered sufficient to improve traffic flow?
   Why is the cumulative effect of future development not considered?

RLMV-3

Why are two lanes in each direction considered sufficient when they are immediately impacted by one truck passing another?
Why is the one lane merge from the 60 to the 215 considered a final solution when accidents occur daily and deaths occasionally? What amount of "backup" is considered tolerable? RLMV-3 (cont'd)

What buffer is provided between residential zoning and the project? Business Park is considered a buffer between Light Industrial and residential. Does this mean that should the zoning be changed to Light Industrial to accommodate the project, the land south of the project will be rezoned as BP? RLMV-4

Sincerely,
Residents for a Livable Moreno Valley
3 December 2010

RESIDENTS FOR A LIVEABLE MORENO VALLEY

Letter Dated December 3, 2010

Response RLMV-1

The commentor's views in regard to the City's direction and potential, along with their concerns regarding warehouse development, are forwarded to decision-makers for their consideration.

Response RLMV-2

The purpose of the California Environmental Quality Act (CEQA) is to identify and determine the significance of the environmental effects caused by a project. As noted in *CEQA Guidelines* Section 15064 subd. (e), "[e]conomic and social changes resulting from a project shall not be treated as significant effects on the environment."

No physical changes resulting from the Project's potential economic or social changes have been identified, and as such, the Project's potential economic effects were not addressed within the Draft EIR. While outside the scope of the Draft EIR, the commentor's questions regarding employment, education, income and housing are forwarded to decision-makers. It may be noted that no amendment to the General Plan is proposed as part of the Westridge Commerce Center Project, nor would a General Plan amendment be required in order to approve the Project.

Response RLMV-3

The timing of roadway improvements on the SR-60, which are jurisdictionally controlled by Caltrans, is outside the control of the Applicant and the Lead Agency (the City of Moreno Valley). It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area.

The commentor's question in regard to overpass improvements appears to misconstrue the findings of the Draft EIR. The commentor is referred to Draft EIR Section 4.2, "Traffic and Circulation," which identifies a combination of Project improvements and mitigation measures mitigation to address the Project's potentially significant traffic impacts. While the overpass improvements identified in the Project's Traffic Impact Analysis (and summarized in Draft EIR Table 4.2-15) are expected to improve traffic flow, the Project was found to result in significant cumulative traffic impacts that cannot be sufficiently addressed by overpass improvements alone.

The Draft EIR considers, at some length, the cumulative effects of future development. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A discussion of the Project's potential cumulative impact is included in each of the Draft EIR's topical analysis sections, and potential impacts are summarized in Section 5.1, "Cumulative Impact Analysis" (Pages 5-1 through 5-25).

The number of lanes required for local streets within the Project vicinity is determined by the City of Moreno Valley General Plan Circulation Element, which is available for review at the City's Planning Department, or online at the following website: http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/5-circu.pdf.

In regard to the referenced "one lane merge from the 60 to the 215," the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be

nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Effects of cumulative development of concern to the commentor are addressed at DEIR Section 5.1, "Cumulative Impact Analysis." Topical areas considered therein include:

- Cumulative Impacts Related to Land Use and Planning;
- Cumulative Impacts Related to Traffic and Circulation;
- Cumulative Impacts Related to Air Quality;
- Cumulative Impacts Related to Noise;
- Cumulative Impacts Related to Water Supply;
- Cumulative Impacts Related to Cultural Resources;
- Cumulative Impacts Related to Biological Resources; and
- Cumulative Impacts Related to Aesthetics.

Response RLMV-4

As presented in the Draft EIR (Page 4.9-22), "[t]o provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). The proposed buffer/setback incorporated in the Project design also provides physical separation between the Project's operational activities and southerly adjacent land uses, acting to reduce potential environmental impacts (e.g. noise and air quality impacts) received at off-site land uses. This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary."

Related to design and implementation of the Project setback described above, the Project includes a discretionary action (Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts]. The proposed code amendment requires buffering between Residential districts and industrial and warehouse structures greater than 50,000 square feet in building area (such as the Project). More specifically, as provided under proposed Code Section 9.05.040 Industrial Site Development Standards, Section B, 9. :

> 9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

The above requirements would apply to the Project and would act to ensure the protection of the health, safety and welfare of future residents. While it is acknowledged that the Project proposes a change of zone from Business Park to Light Industrial, no other zone changes are proposed.

From: George Hague [gbhague@gmail.com]
Sent: Monday, December 06, 2010 4:52 PM
To: Jeffrey Bradshaw
Subject: Please confirm = II Additional Sierra Club comments to Westridge Commerce Center's DEIR

From: George Hague [mailto:gbhague@gmail.com]
Sent: Monday, December 06, 2010 11:40 AM
To: Jeffrey Bradshaw
Subject: Additional Sierra Club comments to Westridge Commerce Center's DEIR

Good morning Mr Bradshaw,

Please use these comments instead of what I sent you at 11:40 am today.

Re: Comments to the Westridge Commerce Center Draft Environmental Impact Report (DEIR)

During Thursdays Informational meeting the Consultant said that Appendix B would show that the Moreno Highlands project would be included. Using cumulative development from Chpater 5 and appendix B one does not find the Moreno Highlands Project. You do not even include Moreno Highlands at build out, but instead use 2013 as some magical date. Based on this standard if Moreno Highlands is not build for another 20 years then we can just approve all other lands with projects which would use all of SR 60 capacity- without factoring Moreno Highlands into the equation. SC-1

How can Moreno Valley allow what is shown on Exhibit 7-2 where the SR-60 westbound traffic is Four times the present level in 25 years? SR-60 can not handle the traffic we presently have. The Final EIR will be inadequate unless you can show the LOS at the point where SR-60 & I- 215 connect heading west with today's traffic, with this project added and 25 years from now with its ultimate improvement according to the RCTC. The same needs to be done heading east on SR-60 at the point it passes over Pigeon Pass/Frederick Street. The City then needs to explain how anyone will want to do business in a city that doesn't allow you to move through except at a crawl. SC-2

Whenever Skechers or the Highland Fairview project is mentioned you need to include both approved warehouses on their site as well as all the other commercial and land uses approved-- not just the single Skechers warehouse. This is true for not only for all Sierra Club comments, but all other comment letters on this project-- or your EIR will be inadequate. SC-3

How many diesel truck trips are expected to/from this project site and during what times of the day? Please respond to all question submitted to this DEIR within the Final EIR and not redirecting the public to someplace in the DEIR. SC-4

Building to LEED certification is good, but explain why the project will not try for at least Silver. There are many good ideas which could be designed/built into this huge warehouse to make it a environmentally superior and healthier project for Moreno Valley. The FEIR must list all those ideas which you will not incorporate into the project and fully explain why not. This must include those ideas which would lessen the projects impacts on Air Quality, Greenhouse Gas, and Global Warming. How will this project either help meet the goals of AB 32 or hinder our City's fair share in meeting its goals and standards? SC-5

The Sierra Club believes the impacts to Agricultural resources are considerable and need to be thoroughly discussed in the FEIR. The Lands of Local importance can not be just dismissed. Your project is growth inducing and could lead to the destruction of one of the last citrus groves in our city with the approval of Pro Logis. SC-6

How many diesel Trucks trips are calculated to use Redlands Blvd to enter/exit the city from your project? When combined with Skechers and ProLogis how many truck trips are calculated to use Redlands Blvd to enter/exit Moreno Valley. When you combine all three of these warehouses, operating a full capacity, with the existing background traffic, how many diesel trucks trips will use Redlands Blvd to enter/exit our city? SC-7

Since all diesel trucks must use Fir Street to enter/exit the project, how can you say the project is a safe distance from the property zoned residential across the street from your project? How will all the diesel trucks impact these future residents during your 24-7 operation? How does the toxic diesel emissions change during acceleration/deceleration as the trucks enter/exit the project? Your analysis of impacts must take this into consideration. With your growth inducing impacts how many diesel trucks will be using the improved Fir Street, adjacent to your project and future residents, when both approved warehouses at the Highland Fairview project, and Pro Logis are in full operation? SC-8

Please explain why reclaimed water will not be used? Between this project and Skechers you should be able to bring it north to serve both the needs of both sites. SC-9

The Sierra Club believes the DEIR fails to fully explain all the direct, indirect, growth inducing and cumulative impacts. The cumulative development list is not complete. The alternatives need to be further developed--especially since this project will not be built for perhaps years and there are existing warehouses sitting unoccupied. SC-10

The Sierra Club appreciates the opportunity to continue to add comments to this project's environmental documents. Please keep me informed of all future meetings and documents by using the address below. SC-11

Sincerely,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

26711 Ironwood Ave
Moreno Valley Ca. 92555

SIERRA CLUB (GEORGE HAGUE)

Email Dated December 6, 2010

Response SC-1

It is presumed that the commentor's references to the "Moreno Highlands project" are intended to mean the Moreno Highlands Specific Plan, which was approved in 1992. Because approval of this Specific Plan preceded the adoption of the City's existing General Plan, the land uses approved as part of the Specific Plan are reflected in the adopted General Plan land use designations, which were the basis for the Draft EIR's consideration of ambient growth.

The year 2013 is utilized within the Project's Traffic Impact Analysis (TIA) and identified in the Draft EIR as the Project's anticipated opening year. As noted on Draft EIR Page 4.2-15, "[t]he City requires development TIAs to analyze a horizon year that is a minimum of five (5) years from baseline existing (2008) conditions reflected in the TIA. Accordingly, the potential traffic impacts of the Project are determined for 2013 ("Opening Year") conditions. This includes the application of an assumed background growth factor, to which traffic generated by known or probable 'related projects' was added."

Response SC-2

In regard to the commentor's concerns regarding traffic growth on SR-60, the Project TIA (included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather

to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response SC-3

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. Included for the Highland Fairview Corporate Park were the following anticipated land uses: Logistics (2,410,000 square feet); Retail/Outlet Center (10,000 square feet); and Community Commercial (200,000 square feet). A review of the Highland Fairview Draft EIR (available at the City of Moreno Valley Planning Department) indicates that this is the maximum development scenario for this recently approved project.

Response SC-4

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).

[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

The germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations."

Response SC-5

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

As noted on Draft EIR Page 4.3-110, "the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. As such, a qualitative assessment of the Project impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report, supports the conclusion that the Project GHG emissions are not cumulatively considerable. [Draft EIR] Table 4.3-21 identifies the various sources of guidance for determining the significance of impacts from GHG emissions, and the applicability of each source to this Project. Further, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures."

Contrary to the commentor's assertion otherwise, the FEIR need not list and evaluate all mitigation measures offered. With specific regard to potential GHG/GCC impacts (and measures offered to reduce potential GHG/GCC impacts), the Project's individual and cumulative impacts GHG/GCC impacts are substantiated to be less than-significant (DEIR Pages 4.3-88 through 4.3-11; DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and

Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

Response SC-6

Despite the commentor's assertions, the Draft EIR does not "just dismiss" potential impacts to agricultural resources. As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. The potential loss of agricultural land throughout the City attributable to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR, available for review at the City of Moreno Valley Planning Department) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required.

The commentor's opinions in regard to the potential impacts of the proposed ProLogis project are forwarded to decision-makers for their consideration.

Response SC-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Exhibit 5-4 in the Project TIA (Draft EIR Appendix B) identifies the truck trip distribution anticipated at General Plan Buildout, which includes traffic generated by the Project, the Projects referenced by the commentor, and all other known and probable development that is anticipated to occur at the SR-60/Redlands Boulevard Interchange.

Response SC-8

The commentor expresses concerns regarding diesel emissions from vehicles traveling along Fir (future Eucalyptus Avenue) and their potential impacts at adjacent residential uses. A Health Risk Assessment of Diesel Particulate Emissions was prepared to

address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment (HRA) was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA arguably consider potential worst case cancer risk exposure by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, and a portion of each 24-hour cycle is spent indoors. In addition, individuals and families at a given location for 70 or even 30 years would be considered the exception rather than the norm. The California OEHHA has indicated that based on EPA studies, the EPA

recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

In response to the commentor's specific concerns regarding potential cumulative effects of DPM emissions, regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as

discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [11] Please refer also to Response SC-4.

Response SC-9

Developments within the Project area are reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Ultimate timing and provision of recycled water to the Project will be determined by EMWD, not the Applicant or the Lead Agency. To assert or assume otherwise is speculative. As noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In

11 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."

Response SC-10

The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration during deliberations on the Project. The cumulative project list was compiled in consultation with City staff, and includes Projects that are consistent with those of other EIRs that have been prepared by the City for development proposals in the vicinity of the Project. The commentor is also directed to Draft EIR Section 5.2, which includes a comprehensive discussion of the potential for other approved warehouse projects to serve as an alternative to the proposed Project site.

Response SC-11

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings.

Thomas Thornsley
29177 Stevens Street
Moreno Valley, CA 92555

December 5, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552

Via e-mail: JeffreyB@moval.org

Dear Mr. Bradshaw:

Re: Draft Environmental Impact Report (DEIR) Westridge Commerce Center, SCH#: 2009101008

As a concerned residents on the east end I have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center. I can not agree with some of the conclusions because it appears that some impacts are being written off because the City simply has not taken a progressive stand on potential development impacts or adopted stricter criteria for development (i.e.: enhanced development standard and limited design guidelines, or full improvements with future restitution.). As with most projects requirinig EIRs this project has some significant impacts that, quite simply, are being written off because the impact can not be completely mitigated to below a level of significance. However, several impacts could be lessened with further mitigated than what is proposed; most notable with regard to Traffic Impacts. In these instances it would be prudent to impose mitigation(s) to further lessen those impacts, thereby, leaving a smaller intensity of impacts that to be overridden by the City Council. TT-1

Project Description – So much of this document reads like "boilerplate text" and it fails to provide complete account of the entire project in any one location. The full project description is hard to quantify without looking in several places in two separate chapters. Even then the proposed Amendment to the Municipal Code related to providing "objective standards for the development of Light Industrial uses adjacent to residentially zoned property," fails to be detailed anywhere in the text and I am unable to determine what changes are being made. So therefore I ask: TT-2

- Why are you not providing a detailed description of the code amendment?
- What are the details of the proposed amendment? (Provide current text and proposed text.)

Aesthetics

Loss of Scenic Vista – The DEIR states that there is no feasible way to reduce impact (lost view of the surrounding hills) below a level of significance which may be true, but man-made enhancements along the 60-Freeway can offer a new pleasurable scenic vista thus mitigating a substantial amount of the loss. As such this issue should be addressed in greater detail to enhance what is lost for the community. TT-3

- Why is this project not offing to better enhance and screen the view from 60-Freeways with more extensive architectural relief, landscaping and a screen wall? TT-3 cont'd.

The photo simulations in the DEIR fails to depict the actual view from the roadways or what the view would be like for passing motorist after freeway expansion. Each simulation is a straight ahead view from each particular roadway/highway. Since the 60-Freeway is a General Plan designated Scenic Corridor true views are 360 degrees (and primarily southward as shown in Figure 4.9-1) and as such this document needs to be amended to show the impacted views from the 60 Freeway looking south across the project site to show how the building and loading docks will be buffered and compliment by landscaping and the screen wall as required by the development code. TT-4

- Why doesn't this document show a true view southward across the site as it would be viewed from the 60-Freeway by passing motorist?
- Why doesn't this document show the screening method of the building and loading docks?
- Why isn't there a visualization of the site screening method at full build-out of the Freeway?

Under the current zoning, building sizes are limited to 50,000 s.f. thus offering the opportunity for smaller buildings, greater elevation variations, and views through and between buildings if built and scattered across the same project area. So far the warehouse projects approved and proposed along the 60-Freeway corridor far exceed the original zoning building size limitations and as proposed are creating what will appear to be a mile long wall blocking almost all vistas to the south. TT-5

- Why is it not feasible to create smaller buildings for what is a speculative project at this time in a down economy?

Recommendation: **Mitigation measures** should be added to this project to require a sufficient landscape area and screen wall along the 60-Freeway to effectively screen the building and the loading dock and to act as an alternate aesthetic feature in place of the lost Scenic Vista. TT-6

Building – It is hard to understand the need for such a tall building unless it contains multiple internal stories which would then conflict with the floor area ratio (another issue). Under the existing zoning it was much more likely that the site would develop with smaller buildings and thus lower building profiles. One method to better preserve the scenic vistas would be limiting the overall building height to 25-30 feet. This would permit the building to go almost unnoticed if is truly built 20 plus feet below grade. As such a **mitigation measure reducing the height of the structure to preserve some of the scenic vistas should be imposed.** Thus, mitigating the impact to scenic vistas may not require the City to override this impact as proposed. Additionally, building relief (offsets) appears to be non existent on all elevations with limited compliance with General Plan Policy 2.10.3. Mitigation measures should be included requiring greater wall offsets relative to the expanse (1,300 foot length) of the building elevation. TT-7

- Building function is not necessarily compromised by building plane variations so why are there not more telling offsets to the building exterior? This applies to all four sides.

Light and Glare – The east end of Moreno Valley as enjoyed a rural atmosphere for decades and as such would be significantly impacted if project site lighting is not controlled. Additionally, this area falls just within the Mount Palomar Observatory Dark Skies area and should comply with their limitation to prevent light pollution. The International Dark-Sky Association web site at: www.darksky.org lists lighting fixtures and methods to meet dark sky specifications. Add a Mitigation Measure (beyond city policy) to assure that site lighting is compatible with "Dark-Sky" specifications or limit lighting to only the use of low pressure sodium lights, full shielding above a horizontal plain and no building or pole mounted lighting fixtures that project light outward horizontally beyond the property boundary to TT-8

eliminate the potential for nighttime light glare to motorist. This last request is especially relevant to freeway motorist.

- Why is there not a mitigation measure include with this project that assures full compliance and extra measure beyond the basic restrictions listed in the city?

TT-8, cont'd

Screen Walls – Page 3-9 makes mention of an 8-foot screen wall along the 60-Freeway yet there is no mention of this wall in Section 3.5.12. Neither the site plan nor the cross sections in this document list any screen wall along the 60-Freeway frontage. Since the City's General Plan Policies (2.10.2, 2.10.4, 2.10.5) and Development Code requires the screening of loading areas a **Mitigation Measure** needs to be added that will assure a wall of sufficient height will be installed along the project's north property line to screen the view down into the loading dock from the 60-Freeway and the eastbound off-ramp. Additionally, due to the massive length of this wall the screen wall should have significant vertical wall plain offsets and other variations (texture, style, height) to avoid visual monotony along the freeway.

- What type of adequate full screening method will be provide along the north property boundary adjacent to the 60-Freeway in compliance with city code?

Landscaping – Extensive landscaping is provided along the southern boundary of the project as a buffer for visibility of the project. The same level of treatment should be provided along the north property line in compensation for the lost Scenic Vista. The northern most landscaping provided on site is on what appears to be a 2:1 slope dropping immediately from the freeway right-of-way down to the parking and loading area. Since all of this landscaping is below freeway grade it will provide little complimentary relief to the massive building. Additionally, city code requires screening of parking and loading areas with a minimum 10-foot landscape buffer utilizing walls and burms to screen these elements.

TT-9

- Why is there not a sufficient landscape buffer and screen wall along the northern most project boundary along the freeway right-of-way?
- How does this project proposes to meet the 10-foot landscape requirement for buffering if all of this area is below grade?

Traffic

The DEIR states that "the Project cannot feasibly construct the required improvements and/or Payment of fees will not assure their timely completion" and "Pending completion of required improvements the Project's incremental contributions to Opening Year Cumulative traffic impacts at or affecting (certain) intersections are considered cumulatively significant and unavoidable." Since most of the studied intersection are not currently impacted this project will be the ultimate source causing them to be impacted and as such this project should be held responsible to further eliminate those impacts beyond just "paying the TUMF" and letting the improvement happen when they may. The following passage, "The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts," is utilized time and again in MMs 4.2.3 through 4.2.9 in what appears to be the project proponents out for making some simple fixes such as stripping for right-turn lanes. These types of simple fixes should be the responsibility of the development.

TT-10

Since it appear that it could be quite some time before full improvement are made to connect Fir Avenue through from Redlands Boulevard to the terminus of Eucalyptus Avenue the added traffic burden to Redlands Boulevard will greatly impact travel and completely diminish the level of service currently available The project proponent needs to provide a supplemental or alternative analysis in the form of a

tiered level of improvements that can be made that diminishes the impacts at Opening Year. Additionally, the cost burden undertaken by the developer should be determined for reimbursement.

- What additional improvements can be made prior to building occupancy that will address the immediate impact at Redlands Boulevard and the 60-Freeway in exchange for fees paid for improvements elsewhere?
- Since the city will reimburse developers for improvement costs beyond those associated with their project why is this project not proposing to make the extra improvements to lessen the impacts and better serve its future users and the neighboring community? TT-10 (cont'd)

If these improvements are not made by the time the project is in its Opening Year what will be the timelines for making these improvements and what criteria (money, Caltrans approval, other projects…) have to be met before the mitigation measure are carried out?

- How will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Air Quality

There is no doubt that any urban development on the project site will generate long-term operational emissions that will exceed the South Coast Air Quality District's regional thresholds. However, the types of pollutants vary by the activities associated with different land uses, some of which may not be as hazardous to the health of those in the surrounding community. Since most of the cancer risk from air pollution is from diesel exhaust it would be best to rethink the land uses of a community as a whole and limit those that pose the greatest risk to health. Maintaining the existing zoning would prevent uses such as this distribution center which requires extensive use of trucks burning diesel fuel. Under the current zoning the range of business permitted are likely to generate more vehicle trips but fewer emissions by trips from diesel fueled vehicles.

This type of project would also be best suited for a location where it could utilizes rail transport for the massive daily volume of trips associated with warehouses or logistic centers. For this reason alone, the City should not approve the zone change and this project should locate to a site with more efficient transportation infrastructure better suited to meet speculative users' needs with fewer environmental impacts. TT-11

It is unrealistic for the City of Moreno Valley and the project proponent to disregard the cumulative impacts this project will have on this area when utilizing a scenario where much of the surrounding area is converted to industrial and warehouse uses. This analysis should be undertaken so as to find what level of incremental increase this project will have on the overall community.

- Why in there now effort made to look at the real possibility of cumulative impacts from this project and the likely land use changes surrounding this project site?

However, because I believe that the City will approve this project; additional tougher mitigation should be added to offset local and regional impacts to the fullest extent possible before overriding what can not be achieved. If these mean reducing the size of the project to reduce environment impacts, as a suggested in the alternatives, then it should be seriously considered. Also, there should be mitigation measures requiring a percentage of the fleet vehicle (diesel trucks) of future tenants to be low to zero emission vehicles. Also, diesel trucks delivering to the site shall include soot filters or the latest technological equipment available.

Additionally, MM 4.3.11 addresses improvements to the project that will allow the project to exceed Title 24 standards by 20 percent. This is a nice thing but more should be offered. The final item on the list of improvements states that the building should be structurally designed to handle the installation of roof mounted solar panels. This should be mitigation measure unto its own along with requiring the project proponent to work with energy providers and vendors to install such equipment to offset fuels used to generate electricity. There are numerous vendors and utilities interested in joint projects to install these systems, and they are always looking for places to install systems, and this should be made a part of this project. This measure also works well to mitigate the issues associated with greenhouse gases.

- Why can't this project be required to have all buildings designed forthwith to accommodate renewable energy sources such as photovoltaic solar electricity systems appropriate to their architectural design?
- Why is there no mention of the project proponent working to insure the opportunity to utilize this structure is know in the industry?

TT-11 (cont'd)

As stated in the Traffic section may intersection improvements will not be undertaken by the project but will instead only be mitigated through the payment of improvement fees. If this is true the project will create traffic impacts that do not currently exist.

- Therefore, how will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Climate Change and Greenhouse Gases

Since the state has enacted legislation to lower greenhouse gas emissions any and all possible measures to lower emissions that could be undertaken by this project should be listed, discussed and analyzed for their effectiveness, not just a list of improvements that will exceed Title 24 by 20 percent. The City should then include mitigation measures that significantly reduce (though they may not entirely mitigate impacts) associated impacts prior to any consideration to override them as the DEIR suggests.

TT-12

- Why is the project not being designed to meet some of the highest LEEDS standards and only offering to exceed Title 24 by 20 percent?

Thank you for the opportunity to comment on the Draft EIR for this project. I request to be informed of all meetings and public hearings related to this project or other consideration in east end of Moreno Valley. Please let me know if it is possible to review a copy of the project plans so that I may provide constructive comments related to the development proposal prior to its next appearance before the Planning Commission or City Council. I would also like to request copies of any follow-up documents related to this project (2nd DEIR and/or Final EIR). Feel free to contact me if you have any questions regarding my comments.

TT-13

Sincerely,

Thomas Thornsley
909-797-1397
e-mail: tomthornsley@msn.com

THOMAS THORNSLEY

Letter Dated December 6, 2010

Response TT-1

The City disagrees with the commentor's assertion that potentially significant impacts of the Project are being "written off." As required by CEQA, the Draft EIR identifies the feasible and enforceable mitigation measures that have been determined necessary to reduce the Project's potentially significant environmental impacts. The commentor's references to additional traffic mitigation are addressed more specifically in the subsequent Response TT-10. The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration.

Response TT-2

The commentor's opinions in regard to the Draft EIR's organization are forwarded to decision-makers for their consideration. The actual wording of the proposed Municipal Code Amendment was not available at the time the Draft EIR was completed. The proposed amendment will be crafted by City staff and made available prior to its consideration by Planning Commission or City Council, consistent with the City's standard procedures for the adoption of Municipal Code Amendments.

For the purposes of the Draft EIR's analysis, the code section to be amended is identified (Section 9.05.020 B, City Case # PA10-0017) on Draft EIR Page 3-24. Further, the intent of the proposed code amendment is summarized as follows.

> The proposed Code Amendment would mandate minimum separation/ buffer requirements (250 feet) between proposed light industrial use and residentially-zoned properties. As further required under the proposed Code Amendment, this setback/buffer area shall be increased should the minimum 250-foot separation/buffer prove insufficient to eliminate

significant health risks or project operational noise impacts as reflected in project-specific air quality and noise analysis (Draft EIR Page 4.1-19, *et al.*).

The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City.

Response TT-3

As acknowledged in the Draft EIR's analysis of the Project's potential aesthetic impacts, "[d]eterminations of visual character and quality are inherently subjective by nature." The commentor's suggestion that "man-made enhancements along the 60-Freeway" be utilized to mitigate the Project's adverse effect on scenic vistas could be perceived as exacerbating the potential change to existing views. It is further noted that land adjacent to SR-60 is within a Caltrans easement, and is reserved for future freeway improvements that are outside the jurisdictional authority of the Applicant or the City of Moreno Valley. The Project has nonetheless proposed a wall of trees at the property line along the top of the slope to further soften views of the Project from the adjacent SR-60. The trees will be configured and planted in a double row the northwestern portion of the site, and in a single row along the future off-ramp.

The Project's potentially significant visual impacts are attributable to potential view obstruction, not architectural design or appearance of the Project (please refer to the summary of significant aesthetic impacts presented at DEIR Pages 1-19, 1-20). Architectural revisions or additional screening suggested by the commentor do not act to review the project's identified view obstruction. Moreover, as described on Draft EIR Page 4.9-21, "[i]n order to ensure visually acceptable and compatible development, and subject to the proposed change of zone from Business Park to Light Industrial, the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05,

Industrial Districts. To these ends, the Project site plan, landscaping, and architectural concepts provided at EIR Section 3.0, Project Description demonstrate consistency with Municipal Code Section 9.05.040, B., Special Site Development Standards."

Response TT-4

The Draft EIR acknowledges the designation of SR-60 as a scenic route, and the Project's location within a scenic view corridor (Draft EIR Page 4.9-10). Despite the commentor's assertions to the contrary, the Draft EIR's view simulations provide actual pre-development views from the SR-60, with post-development photo simulations reflecting the facilities and landscape screening of the Project. A direct southerly view of the Project from Ironwood Avenue, located approximately 2,500 feet north of the freeway, is provided in Draft EIR Figure 4.9-8. The Project's landscape screening has been conceptually illustrated in Draft EIR Figures 3.5-4 and 3.5-5, and is reflected in the previously referenced Draft EIR's Post-Development View Simulations (Draft EIR Figures 4.9-4 through 4.9-8). It may be noted that because the Project's facilities will be located approximately 25 feet below the grade of the SR-60, the loading docks will not be visible from the SR-60, or from other properties not located at a considerably higher elevation than SR-60. (Draft EIR Figures 4.9-2, 4.9-3)

In regard to the commentor's concerns regarding views in the Project vicinity following freeway expansion, it is noted that although the Project has been designed to accommodate future interchange improvements planned by Caltrans, these improvements will be constructed by Caltrans, and are not a part of the proposed Project. Improvements adjacent to the Project site have been neither programmed nor funded at this time. The preparation of view simulations incorporating these improvements would be speculative, and as such, were not undertaken as part of the Draft EIR.

Response TT-5

As discussed in the Draft EIR's analysis of alternatives (Pages 5-36 to 5-37), the possibility of limiting the Project's building size was considered, but rejected as infeasible. The relevant discussion is presented below for ease of reference.

> In order to potentially avoid or reduce view obstruction/view interruption resulting from the large consolidated warehouse structure proposed under the Project, an alternative site design employing multiple smaller structures of 50,000 square feet (per the site's current Business Park zoning requirements) was considered. However, the intent of the Project is to achieve full utility of the available site while providing region-serving logistic warehouse facilities. Feasibility and function of the proposed regional warehouse is dependent on its size and configuration, allowing for centralized and consolidated storage and transfer of large (numerically and dimensionally) inventories serving smaller local and end-use facilities. Division of the proposed building into substantively smaller components (50,000 square feet maximum buildings) is not practically or economically feasible.
>
> Moreover, such division of the Project would act to unnecessarily duplicate or expand serving utilities, would result in multiple and redundant internal operations (e.g., intersite transfer of inventories), would restrict flexibility of warehouse operations and use of warehouse space; and may necessitate additional access to adjacent roadways in order to serve the individual buildings, with potentially increased circulation/access impacts. Lastly, it is noted that the Project design is typical of other regional distribution warehouses implemented within the City, surrounding Riverside County, and throughout southern California. Empirical evidence indicates that the Project design is an established functional and efficient format for regional distribution warehouse

facilities. For these reasons, an alternative based on a compartmentalized building design scenario resulting in multiple smaller buildings was not further considered.

The commentor's concerns in regard to the Project's feasibility in the current economic climate are forwarded to decision-makers for their consideration.

Response TT-6

Please refer to the preceding Response TT-3. The commentor's opinions in regard to the provision of an 'alternate aesthetic feature' are forwarded to decision-makers for their consideration.

Response TT-7

The commentor requests explanation of the proposed building design, and specifically the proposed building height.

The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. While multiple stories are not proposed, the high-cube building design typically requires internal clear heights of 30 feet or more. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy

efficiencies associated with such a large building footprint. The suggestion that architectural "offsets" be required is forwarded to decision-makers for their consideration.

Response TT-8

The Project's potential to create a new source of substantial light or glare which would adversely affect day or nighttime views in the area is addressed in Draft EIR Section 4.9. As noted on Draft EIR Page 4.9-22, "[o]n-site lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance," which are detailed within this discussion. As further noted on Draft EIR Page 3-17, "[t]he Project lies within 45 miles of the Mt. Palomar Observatory, and would comply with applicable provisions of County of Riverside Ordinance 655 which addresses protection of the night sky from light pollution that would interfere with astronomical observations." Additional mitigation suggested by the commentor has not been included because no potential impacts relative to the Project's potential to create light or glare have been identified. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

It is further noted that the City is considering a "Dark Sky" ordinance that would act to prevent or reduce light pollution.

Response TT-9

Consistent with the commentor's observation, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

> these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. ***Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls*** . . . .

Results and conclusions of the DEIR are not affected.

As noted on Draft EIR Page 4.9-21, "the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05, Industrial Districts." The landscape buffer proposed along the Project's northernmost boundary, adjacent to SR-60, is, as noted by the commentor, a landscaped slope, with a depth of approximately 41 feet, or more than four times the required ten-foot landscape buffer. Additionally, as noted in the preceding Response TT-3, the Project also includes the planting of a double row of trees along the site's northwestern property line. As demonstrated in the line of sight illustration provided as Draft EIR Figure 4.9-3, loading areas on the north side of the Project will not be visible from SR-60. The commentor's opinions in regard to the adequacy of the Project's proposed landscape screening are forwarded to decision-makers for their consideration.

<u>Response TT-10</u>

It appears that the commentor is unclear in regard to which potential traffic-related impacts are considered significant due to the Project, and those that are forecast to occur as a result of cumulative growth. As discussed in the Draft EIR (Pages 4.2-15 to 4.2-16), , the Project's Traffic Impact Analysis (TIA) identifies ambient growth using a standard annual growth factor of two percent per year to account for non-specific development

within the Study Area, as well as anticipated growth in traffic volumes generated by projects outside the Study Area. The ambient growth factor of two percent per year was applied to existing Year 2008 traffic volumes, yielding a ten percent (10%) growth in existing volumes over the five intervening years until the Project Opening Year, 2013. As discussed in the Draft EIR (Pages 4.2-34 to 4.2-35), under the "Opening Year Ambient Condition" defined above, only two intersections would be affected by Project-related traffic. Mitigation for impacts at these two intersections is provided in Draft EIR Mitigation Measures 4.2.1 and 4.2.2, which are provided below for ease of reference.

4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements - Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

With implementation of these mitigation measures, the Project's potential impacts are identified as less-than-significant. All other traffic-related impacts identified in the Draft EIR occur in the cumulative condition, which is defined (on Draft EIR Page 4.2-16) as including other known or probable related projects assumed to be occupied and operational by the Project's opening in 2013. A map of the approved and pending projects is included in EIR Section 5.1 (Cumulative Impacts Analysis). Additional detail regarding the trip generation of these related projects is also presented in the Project TIA (EIR Appendix B).

Despite the commentor's assertion that "simple fixes should be the responsibility of the development," it is noted that the majority of the required improvements are within Caltrans facilities, which are outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The application of fee-based mitigation is discussed further in the Draft EIR on Pages 4.2-25 to 4.2-26. The commentor's opinions regarding "alternative analysis in the form of a tiered level of improvements" will be forwarded to decision-makers for their consideration.

The Draft EIR's air quality analysis (Section 4.3) is based on the Project TIA, and as such, comprehensively addresses the Project's potential traffic-related impacts, along with other potential effects on air quality. The commentor speculates that required traffic improvements will not be completed. Please refer to the discussion of improvements programs and the implementation of improvements required pursuant to those programs presented in detail in the Project TIA at TIA Pages 205-208. As noted therein, the TUMF program was implemented to ensure timely completion of region-serving transportation improvements. Locally, the City has an established, proven track record with respect to implementing the City's DIF Program. Many of the roadway segments and intersections included within the study area for this Traffic Impact Analysis are at various stages of widening and improvement based on the City's collection of DIF fees. Under this Program, as a result of the City's continual monitoring of the local

circulation system, the City insures that DIF improvements are construction prior to when the level of service would otherwise fall below the City's established performance criteria. The commentor's statements are forwarded to the decision-makers.

Response TT-11

The commentor's opinions related to the best use of the Project site in regard to air quality considerations will be forwarded to decision-makers for their consideration. With regard to statements concerning diesel emissions, please refer to response FNSJ-8, et al. presented herein.

With regard to comments addressing air quality, alternatives, and maintaining the site's existing zoning designation, the Draft EIR includes a "No Project Alternative" analysis which assumes development of the subject site consistent with the existing Zoning Designation of "Business Park." A comparative analysis of operational air quality emissions under each of the Project's alternatives is provided on Draft EIR Page 5-53 – acknowledges that "the vehicle mix under the No Project Alterative would likely reflect incrementally decreased heavy truck traffic, with related decreases in diesel particulate emissions when compared to the Project." However, as also noted on Draft EIR Page 5-53, the Project's significant operational air quality impacts consist of exceedances of SCAQMD regional thresholds for VOC and NOx emissions. As noted on Draft EIR Page 4.3-84, potential environmental impacts from Project-related diesel particulate emissions were determined to be less-than-significant with mitigation. On this basis, the suggested continuance of the site's existing Business Park zoning would not necessarily result in a lessening of environmental impacts.

Evaluation of Alternative Sites (also of concern to the commentor) is presented in the DEIR (DEIR at Pages 5-38 through 5-34). As substantiated in the DEIR four (4) of the considered Alternative Sites (Sites 1-4) were ultimately determined infeasible. Alternative Site 5 would not result in the avoidance or substantive reduction of Project related impacts, this Alternative Site was also rejected from further consideration.

The commentor incorrectly states that cumulative impacts are disregarded. Please refer to DEIR Section 5.1, Cumulative Impact Analysis, DEIR Pages 5-1 through 5-25. With specific regard to energy consumption and potential GHG/GCC impacts (and measures offered to reduce potential energy/GHG/GCC impacts), the Project's individual and cumulative impacts are substantiated to be less than-significant (DEIR Section 5.6 Energy Conservation; DEIR Pages 4.3-88 through 4.3-11 (GHG/GCC impacts); and DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

In regard to the use of photovoltaics, as currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." As such, the Project supports, and would not interfere with use of solar energy. The commentor's opinions regarding "joint projects" will be forwarded to decision-makers for their considerations.

Traffic concerns have been addressed in the preceding Response TT-10.

<u>Response TT-12</u>

The commentor's opinions in regard to further lowering the Project's greenhouse gas emissions are forwarded to decision-makers for their consideration. It may be noted that

because the Project's Global Climate Change Analysis identified no significant impact on the environment, overriding considerations in regard to greenhouse gas emissions would not be required. Further, mitigation measures 4.3.11 through 4.3.13 were provided as part of the Draft EIR in order to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, rather than to reduce potentially significant impacts.

In regard to the commentor's concerns regarding Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20

percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response TT-13

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings. As requested, noticing of other projects in the area will also be provided. Project plans are available for review at the City of Moreno Valley Planning Department.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): AMORA JOHNSON Phone:

*Address (Required): 13301 McGahee Dr. Moreno Valley 92555 E-Mail:

*Note: Your name and contact information will become part of the public record for this project.

☑ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. AJ-C-1

Please provide your comments below:

Date: 12-6-2010

My main concern would be the effect on the wildlife in the area, with more vehicles - especially the diesel trucks' output - the wildlife's preservation attempts thus far will be undermined by the construction activities and the afterward effect will be detrimental to what good work the preservation has in humans' quality of life, too.

Being able to enjoy those migrating birds and all the other animals that most of us can't see within the cities, anywhere, will give younger generation appreciation of the existence of some rare animals, birds, creatures, bugs and other micro organism. Taking children to enjoy our open spaces, clean, clear air and to watch those rare creatures are much more important than seeing these block buildings that can be seen everywhere else, whereas the San Jacinto Wildlife Area can be made into a destination for younger generation. AJ-C-2

City of Moreno Valley needs to see the future, not just the $ for the present by ignoring the future of the next generations. -

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

MV00111699

AMORA JOHNSON

Via Public Comment Card

Response AJ-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response AJ-C-2

The commentor expresses concern regarding the effects of the Project on wildlife in the area.

The biological assessment for the Project consisted of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements;
- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- Jurisdictional delineation.

As supported by the analysis presented in Section 4.8, "Biological Resources" of the Draft EIR, with application of proposed mitigation measures, the Project's potential impacts to biological resources are less-than-significant.

Additionally, the commentor references the San Jacinto Wildlife Area. It is noted that this area is located approximately 3.5 miles to the southeast of Project site, and will not be affected by the Project.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): Richard Johnson Phone: 951-243-0804

*Address (Required): 13301 McGEHEE Dr. MV 92555 E-Mail:

*Note: Your name and contact information will become part of the public record for this project.

☐ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings.

Please provide your comments below:

Date: 12/8/2010

I believe the project will overburden the present areas infrastructure, from the streets to the 60 FWY and beyond the 215 as well. The estimates along with future planning seems to set no limit for continued development of the area and it will be a very dangerous roadway system to be driving in this area. Future warehouse building will make it a very difficult place to drive a car. The vision of this area has now been lost. These buildings and the businesses may turn out to be a continued trend for dumbing down the area overall. RJ-C-1

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

RECEIVED
DEC - 6 2010
CITY OF MORENO VALLEY

Item No. E.3

RICHARD JOHNSON

Via Public Comment Card

Response RJ-C-1

The commentor's concerns regarding the effects of the Project on regional traffic safety and opinions regarding development trends within the City are forwarded to decision-makers for their consideration.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): Deanna Reeder Phone:

*Address (Required): 17351 Riva Ridge Rd E-Mail: late98765@aol.com

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. DR-C-1

Please provide your comments below:

Date: 12/2/2010

I want to know the cumulative impacts of this and all proposed projects as well the entire 35 million sq ft of warehouses that are proposed for this area.

This report must include all the impacts of all 35 million sq ft in order to be of actual value to the community. DR-C-2

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

DEANNA REEDER

Via Public Comment Card

Response DR-C-1

Commentor's contact information is noted and will be added to the Project mailing list to receive any subsequent environmental documentation for this Project and/or notification of any future public hearing(s) to consider the Project and EIR.

Response DR-C-2

The commentor expresses concern regarding the cumulative impacts of the Project and all proposed projects in the vicinity. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region." Please also refer to the preceding Response DR1-1 (Draft EIR Page 5-4).

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): George B. Hague (Sierra Club) Phone:

*Address (Required): 26711 Ironwood Ave MV 92555 E-Mail:

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. SC-C-1

Please provide your comments below:

Date: 12-2-10

Comments to DEIR

Comment of 250' buffer to land zoned for housing is not enough because the trucks will use Fir and therefore impact the homes to be built. USC + UCLA studies show that 250' would not be enough. SC-C-2

Your Traffic study needs to show the amount of Truck Traffic that will use Redlands Blvd. SC-C-3

Hwy 60/215 ultimate RETC improvements will allow only two lanes heading west and the traffic analysis needs to show this. Right now we have only one lane that continues West - the other lane forces you off at Central Ave. SC-C-4

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

SIERRA CLUB

Via Public Comment Card

Response SC-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response SC-C-2

The commentor offers information from unknown, unvetted "USC & UCLA studies" however, the commentor does not provide adequate citation to allow meaningful response to the contention that the Project setback of 250 feet [from the ultimate northerly right-of-way for Fir/future Eucalyptus Avenue] "would not be enough."

This 250 foot setback is designed to provide adequate separation between the Project's highest activity areas (the most intense "worst case" sources of DPM emissions) and adjacent residential properties, so that with incorporation of mitigation, diesel emissions impacts are reduced to levels that are less-than-significant.

Moreover, as discussed in the DEIR:

> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties.

> This 250 foot minimum separation shall be increased as required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. In addition to reducing potential air quality and noise impacts, this required setback would tend to diminish visual impacts of the Project as seen from southerly vantages and while increasing the extent of potential viewsheds (DEIR, Page 5-24).

In order to evaluate the potential effects of Project diesel emissions (of noted concern to the commentor) a Health Risk Assessment (HRA) was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the HRA prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant

emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads (such as Fir Avenue noted by the commentor) would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

Response SC-C-3

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Response SC-C-4

In response to the commentor's concerns regarding traffic at the intersection of SR-60 and I-215, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

APPENDICES

Please refer to accompanying CD-ROM

Item No. E.3

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MV00111713

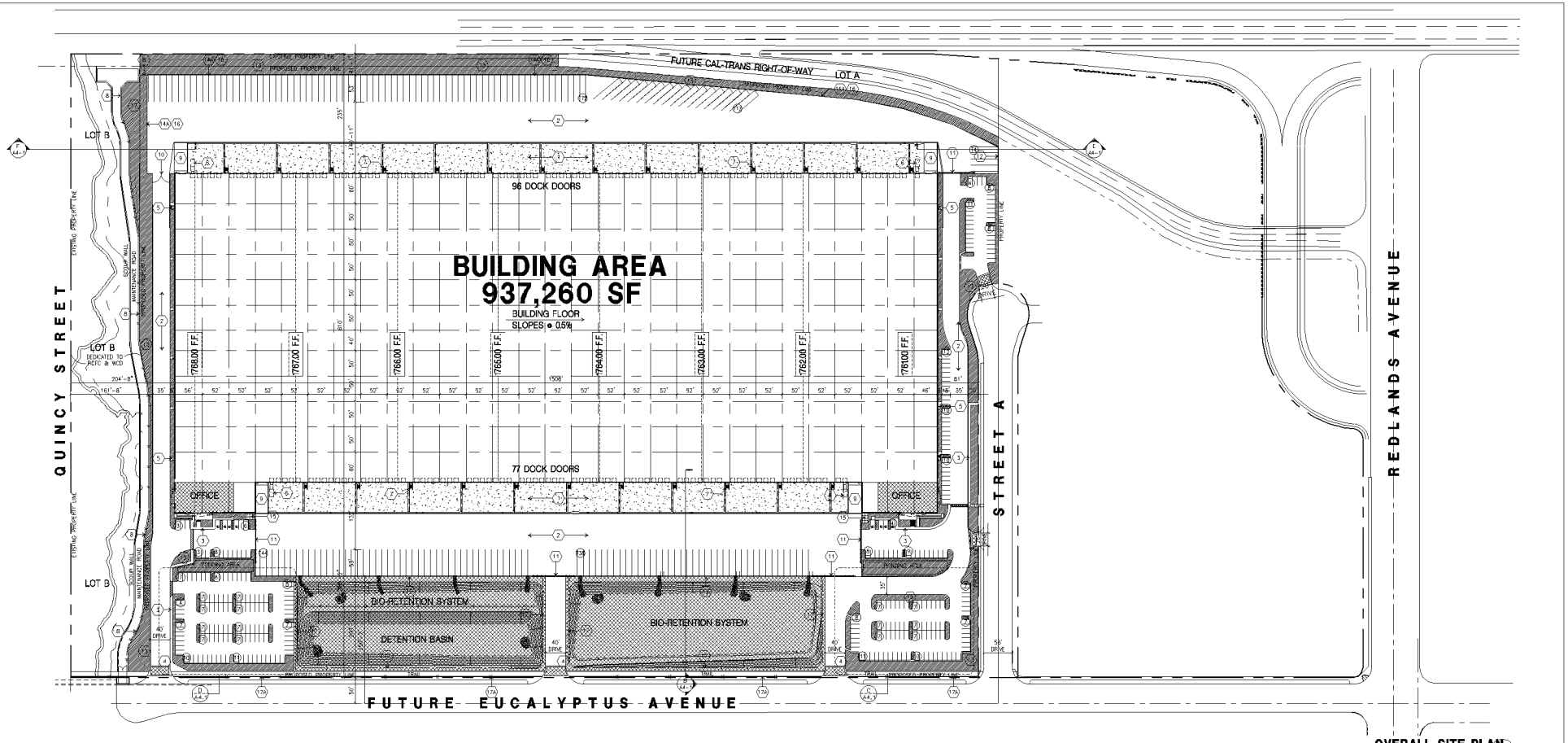

OVERALL SITE PLAN

scale: 1" = 80'-0"

1" = 80'-0"

0 80 160 240

NORTH

TYPICAL STREET SECTIONS

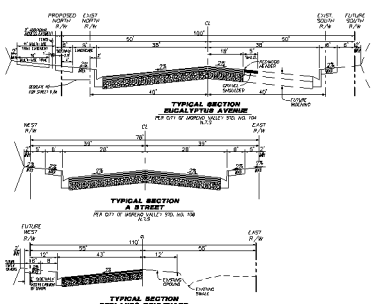

PROJECT TABULATIONS

TABULATION	Bldg 1	Channel	Grand Total
Gross site area (in s.q.ft.)		111,865	2,380,905
Gross site area (in acres)		2.57	54.68
Net site area (in s.q.ft.)	2,269,040		2,251,964
Net site area (in acres)	52.09		51.68
Warehouse area	923,260		
Office area	14,000		
Total building area	937,260		
Coverage (Gross)			
Coverage (Net)	42%		
Landscape required (10%)	226,904		
Landscape provided	305,038		
% of landscape provided	13%		
Parking required			
1st. 20k@1/1,000 s.f.	20		
2nd. 20k@1/2,000 s.f.	10		
above 40k @1/4,000 s.f.	221		
office @1/250	56		
Total parking required	307		
Parking provided			
Standard	307		
Trailers	175		

KEYNOTES - SITE PLAN

1. HEAVY BROOM FINISH CONC. PAVEMENT. SEE "C" & "S" DWGS.
2. ASPHALT CONCRETE (AC) PAVING. SEE "C" DWGS.
3. CONCRETE WALKWAY. SEE "L" DRAWINGS.
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C. NO DECORATIVE PAVING WITHIN RIGHT-OF-WAY. SEE "L" DWGS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAIN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. 7' SIDE X 15' LONG TRASH COMPACTOR W/ 8' WIDE X 22' LONG REFUSE CONTAINER.
7. EXTERIOR CONC. STAIR.
8. 6' H. COATED CHAIN-LINK FENCE OR OTHER AS APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR.
9. CONCRETE RAMP.
10. 8' H. METAL SWING GATE.
11. 8' H. METAL SLIDING GATE.
12. 14' H. CONCRETE SCREENWALL. PAINTED.
13. LANDSCAPE. SEE "L" DWGS. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. 8' H. WROUGHT IRON FENCE.
14A. 14' H. WROUGHT IRON FENCE.
15. COURTYARD PATIO AREA.
16. RETAINING WALL. SEE "C" DWGS.
17. 4' H. THREE RAIL FENCE.
17A. 4' H. THREE RAIL FENCE AS PER COMMUNITY DEVELOPMENT DIRECTOR.

GENERAL NOTES - FLOOR PLAN

A. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.

B. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.

C. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL. FACE OF CONCRETE CURB OR GRID LINE U.N.O.

D. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.

E. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM

F. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.

G. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.

H. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.

I. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.

J. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.

K. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.

L. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

M. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.

N. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.

O. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

P. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

PROJECT INFORMATION

Owner / Applicant

PIERCE RANCHO BELLAGIO, LLC
c/o PIERCE PROPERTY TRUST
301 CONVAL AVE. - STE. #8
LONG BEACH, CA 90803
TEL: (562) 856-3619
CONTACT: DENNIS PICE

Architect

HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: INDRI CHANG

Applicant's Representative

INLAND EMPIRE DEVELOPMENT SERVICES, INC.
531 MONROE COURT
BEAUMONT, CA 92223
TEL: (909) 845-1003
CONTACT: GIL SWENT

Civil Engineer

HUITT ZOLLARS
1101 S. MILIKEN - STE.C
ONTARIO, CA 91761
TEL: (909) 390-9400
CONTACT: MAURICE MURAD

Legal Description

ALL OF LOTS 3,4,5,6 BLK. 35 AND A PORTION OF LOTS 2 AND 7 BLK. 35 LYING WITHIN MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY IN THE COUNTY OF RIVERSIDE, STATE OF CALIF. AS PER MAP RECORDED IN BOOK 11, PG. 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Zoning

ZONING: EXISTING - BP
PROPOSED - LI

Assessors Parcel Number

APN 488-330-003
APN 488-330-004
APN 488-330-005
APN 488-330-006
APN 488-330-026

SITE LEGEND

- LANDSCAPED AREA
- WQMP AREA
- AC PAVING - SEE "C" DRWGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- STANDARD PARKING STALL (9' X 18')
- HANDICAP PARKING STALL (9' X 18')
- OFFICE AREA
- PROPERTY LINE
- ADA PATH OF TRAVEL
- (#) PARKING STALL COUNT

CIVIL LINETYPES

- DW — PROPOSED DOMESTIC SERVICE
- FW — PROPOSED FIRE SERVICE
- W — PROPOSED WATER LINE
- S — PROPOSED SEWER LINE
- RIGHT OF WAY/SITE BOUNDARY
- EXTND RIGHT OF WAY/SITE BOUNDARY
- P — PROPOSED RIDGE LINE
- SD — PROPOSED STORM DRAIN
- PROPOSED GRATING INLET

UTILITY INFORMATION

TELEPHONE
VERIZON
1980 ORANGE TREE LANE, STE 100
REDLANDS, CA 92374
PHONE: (909) 748-6839
CONTACT: TINA CARSON

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST.
MORENO VALLEY, CA 92552
PHONE: (951) 413-3450
CONTACT: DARCY RAMIREZ

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928 - 3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

GAS
SOUTHERN CALIFORNIA GAS CO.
25500 TRUMBLE ROAD SC 6058
ROMOLAND, CA 92380
PHONE: (951) 335-3502
CONTACT: DAVE MULLIGAN

CABLE - TV
TIME WARNER CABLE
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (909) 975-3380
(909) 390-4777
CONTACT: MARK DALENHAUER

VICINITY MAP

N.T.S.

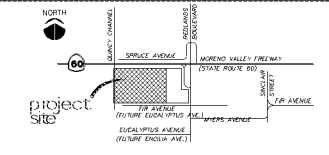

WestRidge

Commerce Center

MORENO VALLEY, CALIFORNIA

HPA# 6342

NOVEMBER 5, 2010

PIERCE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

PLOT PLAN
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

A1.1

ATTACHMENT 11

MV00111714

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MV00111715

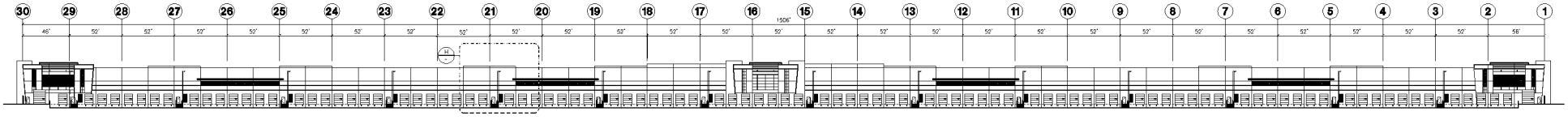

NORTH ELEVATION (A)
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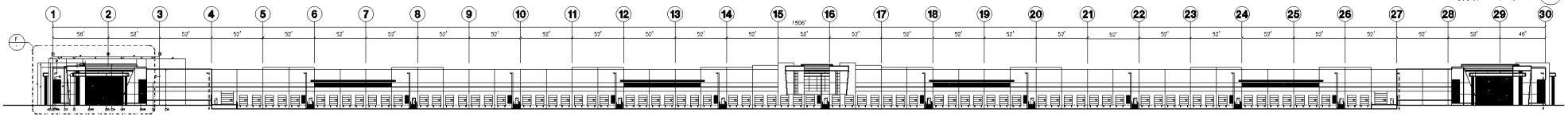

SOUTH ELEVATION (B)
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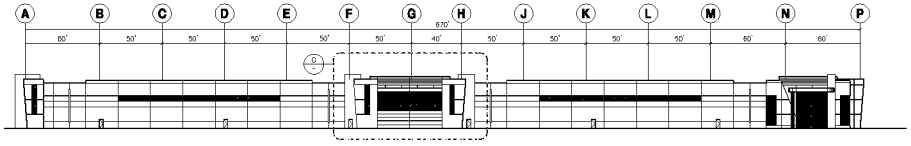

WEST ELEVATION (D)
scale: 1"=40'-0"

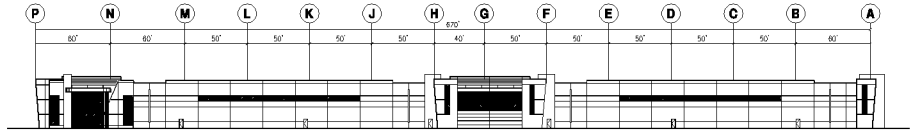

EAST ELEVATION (C)
scale: 1"=40'-0"

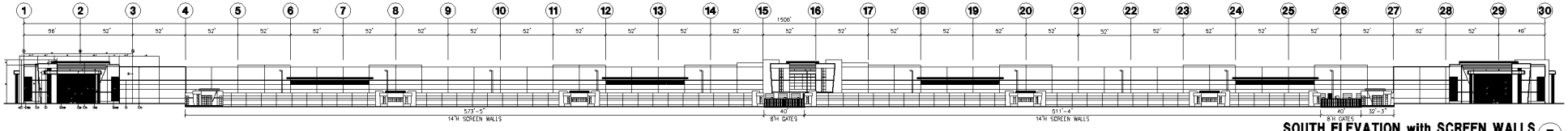

SOUTH ELEVATION with SCREEN WALLS (E)
scale: 1"=40'-0"

SCALE: 1"=40'
0 40' 80' 120'

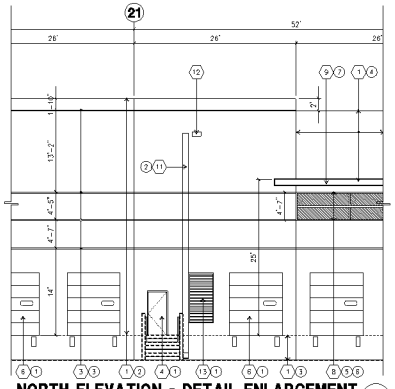

NORTH ELEVATION - DETAIL ENLARGEMENT (H)
scale: 1/8"=1'-0"

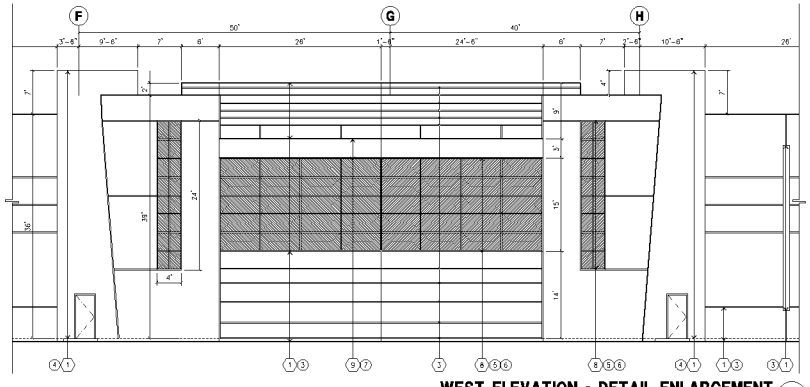

WEST ELEVATION - DETAIL ENLARGEMENT (G)
scale: 1/8"=1'-0"

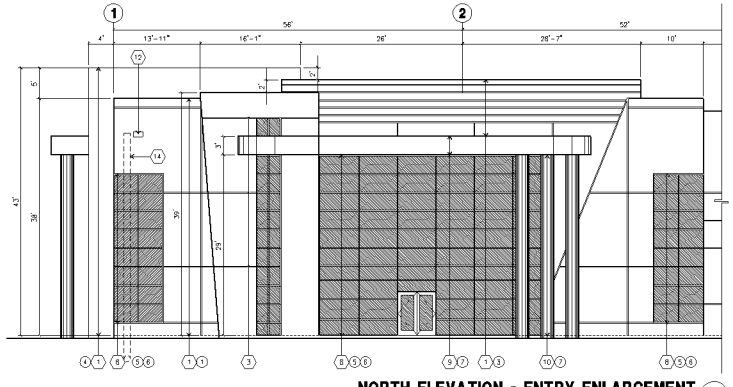

NORTH ELEVATION - ENTRY ENLARGEMENT (F)
scale: 1/8"=1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'

KEYNOTES - ELEVATION

1. CONCRETE TILT-UP PANEL(PAINTED).
2. PANEL JOINT.
3. PANEL REVEAL.
4. HOLLOW METAL DOORS.
5. OVERHEAD DOOR @ DRIVE THRU.
6. OVERHEAD DOOR @ DOCK HIGH.
7. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL.
8. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
9. DECORATIVE CANOPY.
10. DECORATIVE COLUMN SUPPORT FOR CANOPY.
11. EXTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER. PAINT TO MATCH BUILDING COLOR.
12. 9" X 18" OPENING METAL SCUPPER @ 2" ABOVE FINISHED ROOF.
13. 4'W. X 8'H METAL LOUVER PAINT TO MATCH BUILDING COLOR.
14. INTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.

B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.

C. T.O.P.= TOP OF PARAPET ELEVATION.
F.F.= FINISH FLOOR ELEVATION.

D. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 105 MPH, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.

E. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.

F BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.

G FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.

H. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.

J. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHEDULES - ELEVATIONS

1	CONCRETE PANEL	PAINT BRAND	FRAZEE 001 WHITE
2	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3171W SILVER LINING
3	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3173M EXCALIBUR
4	CONCRETE PANEL	PAINT BRAND	FRAZEE CL2566A DEUCE
5	MULLIONS	ALUMINUM	CLEAR ANODIZED
6	GLAZING	COLOR	BLUE REFLECTIVE
7	CANOPY	PAINT BRAND	FRAZEE PRECISION COATINGS INC. SILVER MIST METALLIC FLAT

GLAZING LEGEND

- SPANDREL GLASS
- VISION GLASS
- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS

ELEVATIONS
CASE NUMBER: PA06-0097/0098
MARCH 24, 2009

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

RIDGE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

A3.1

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

ATTACHMENT 12

MV00111716

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MV00111717

HPA

18831 Bardeen Ave. - Suite #100
Irvine, CA 92612
(949)863-1770
www. hparchs.com

WestRidge Commerce Center

Moreno Valley, California

RIDGE PROPERTY TRUST

August 9, 2010/Job#8418

ATTACHMENT 13

MV00111718

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MV00111719

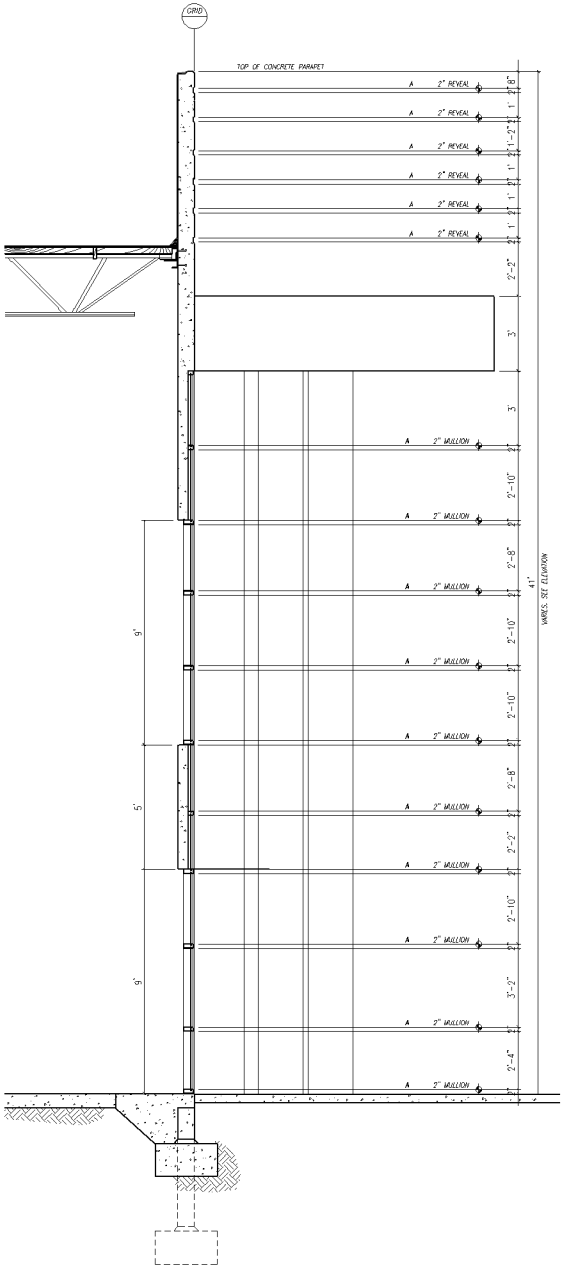

BUILDING SECTION @ OFFICE AREA (A)
scale: 1/2" = 1'-0"

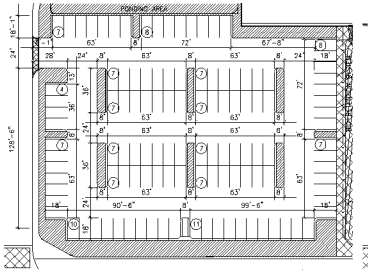

ENLARGED SITE PLAN @ SOUTHWEST (D)
scale: 1" = 40'-0"

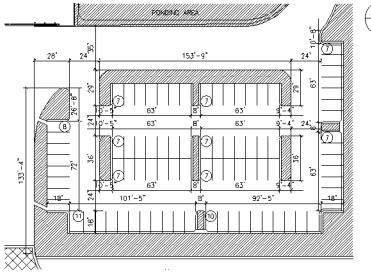

ENLARGED SITE PLAN @ SOUTHEAST (C)
scale: 1" = 40'-0"

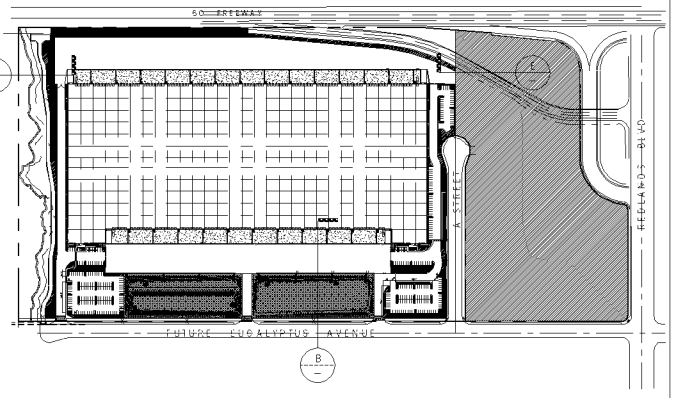

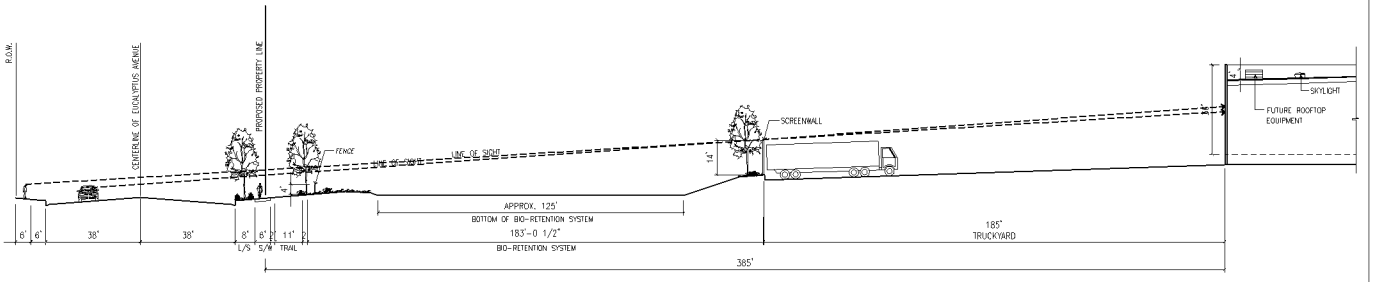

LINE OF SIGHT (B)
scale: 1" = 20'-0"

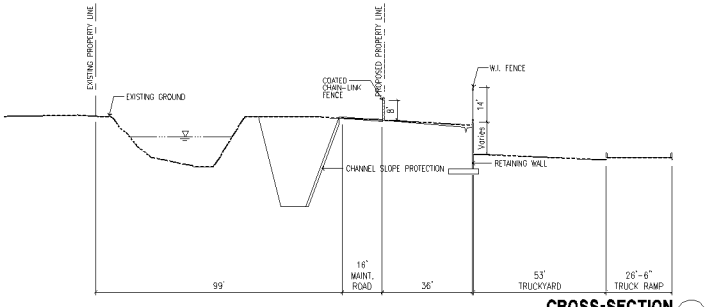

CROSS-SECTION (F)
scale: 1" = 20'-0"

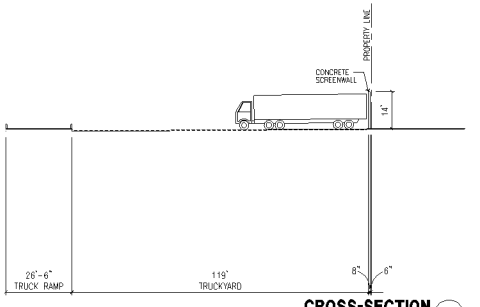

CROSS-SECTION (E)
scale: 1" = 20'-0"

SITE ANALYSIS
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

Rexford Property Trust
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

A4.1

ATTACHMENT 14

MV00111720

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MV00111721

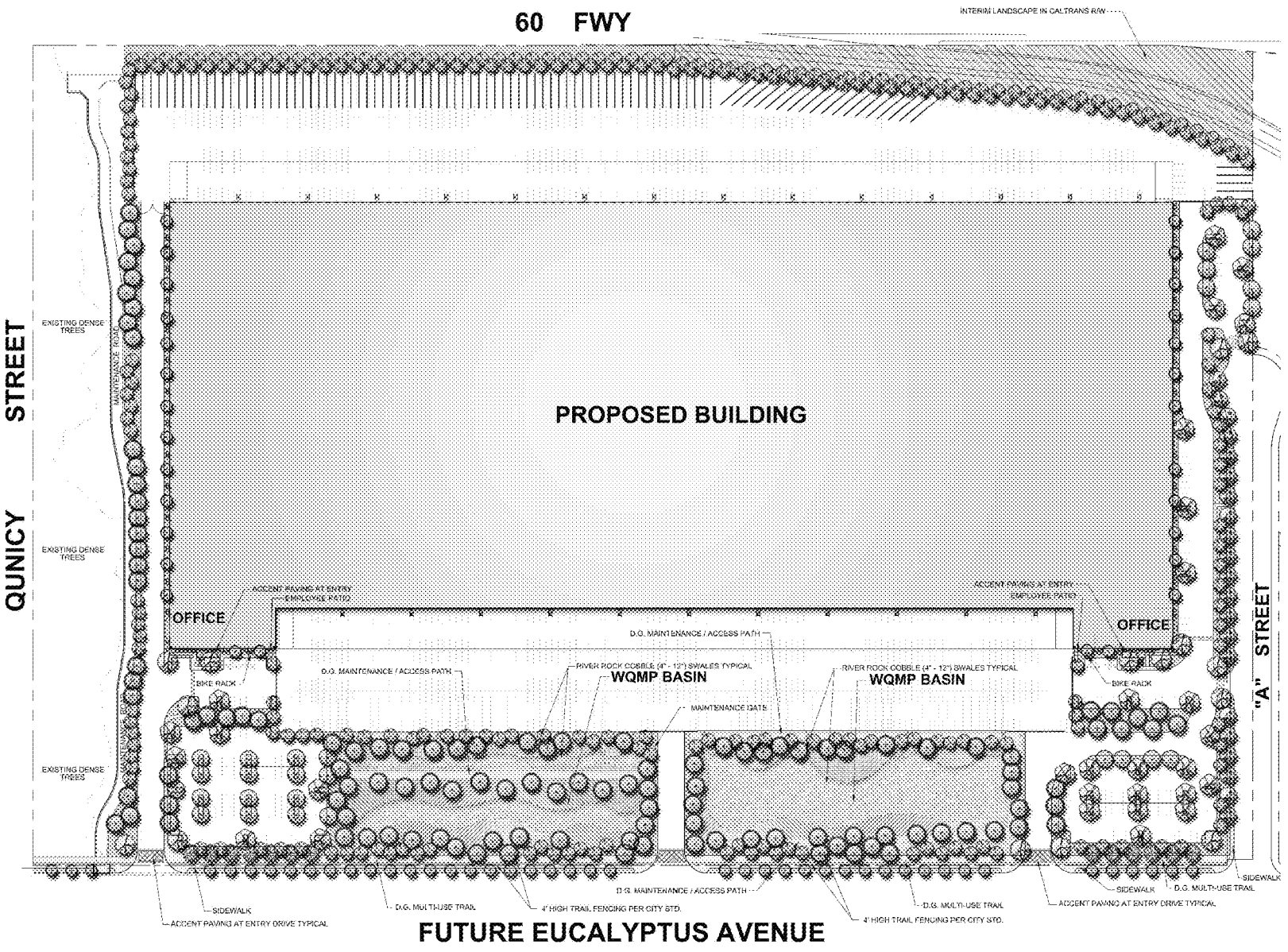

PLANT PALETTE

TREES

SYMBOL	TREE	SIZE	QUANTITY
	Quercus suber (Cork Oak)	15 GAL 24" BOX	30 51
	Eucalyptus sideroxylon (Red Ironbark)	24" BOX	79
	Tilia cordata (Crimean Linden)	48" BOX	16
	Ulmus americana (Liberty and Pink) OR Pistacia atlantica (Atlantic Pist)	15 GAL 24" BOX	150 104
	Platanus acerifolia 'Bloodgood' (London Plane Sycamore) (Includes Street Tree)	24" BOX	13
	Pinus canariensis (Canary Island Pine)	15 GAL	152
	Pistacia chinensis 'Keith Davey' (Chinese Pistache) (Includes Street Tree)	24" BOX	21
	Quercus agrifolia (Coast Live Oak)	24" BOX	24
	Rhus lancea (African Sumac)	15 GAL	27

ROOT BARRIER NOTE

ALL TREES WITHIN 5' OF HARDSCAPE SHALL BE 18" X 4' SHAW TOWN ROOT BARRIER 24" HIGH

SHRUBS

PLANT NAME	SIZE	SPACING
Abelia grandiflora 'full Scarlet' (ACR)	5 gallon	30" o.c. spacing
Acacia cultriformis 'Knife' (ACU)	5 gallon	8' o.c. spacing
Adenanthos sericeus (Coast Woolly)	1 gallon	12" o.c. to 24" o.c. spacing
Agave americana (Century Plant)	5 & 15 gallon	8' o.c. spacing
Agave attenuata (Foxtail Agave)	5 gallon	4' o.c. spacing
Aloe Species	5 gallon	3' o.c. spacing
Anigozanthos flavidus 'Bush Ranger' Paw	5 gallon	3' o.c. spacing
Arbutus unedo (Strawberry Tree)	5 gallon	5' o.c. spacing
Calocephalus (Silver Bush)	1 gallon	24" o.c. spacing
Carpenteria californica 'Bodacious'	5 gallon	3' o.c. spacing
Cercis occidentalis (Western Redbud)	5 gallon	4' o.c. spacing
Cistus Species (Rock rose)	5 gallon	4' o.c. spacing
Cotoneaster Species (Cotoneaster)	5 gallon	3' o.c. spacing
Dietes vieriea (Fortnight Lily)	5 gallon	3' o.c. spacing
Dodonaea viscosa 'Purpurea' (Purpleleaf Hop)	5 gallon	3' o.c. spacing
Elaeagnus pungens (Silverberry)	5 gallon	4' o.c. spacing
Fragaria chiloensis (Strawberry Runner)	1 gallon	3' o.c. spacing
Galvezia speciosa (Island Bush Snapdragon)	5 gallon	3' o.c. spacing
Heteromeles arbutifolia (Red Berry)	5 & 15 gallon	8' o.c. minimum
Juniperus species (various)	1 and 5 gallon	varies
Leucadendron species (various)	1 and 5 gallon	24" o.c. to 36" o.c. spacing
Leucophyllum frutescens 'Rio Bravo'	5 gallon	4' o.c. spacing
Leucophyllum frutescens 'Green Cloud' (Texas Ranger)	5 gallon	4' o.c. spacing
Ligustrum lucidum (Wax Leaf Privet)	5 gallon	30" o.c. spacing
Macadamia integrifolia and tetraphylla (Macadamia Nut)	5 gallon	24" o.c. spacing
Mahonia aquifolium (ACA)	5 gallon	24" o.c. spacing
Muhlenbergia capillaris (Pink Muhly Grass)	5 gallon	24" o.c. spacing
Myrtus communis 'Compacta' (True Myrtle)	5 gallon	24" o.c. spacing
Nandina domestica (Heavenly Bamboo)	5 gallon	24" 36" o.c. spacing
Pittosporum tobira (Tobira)	5 gallon	4' 6" o.c. spacing
Prunus ilicifolia (Holly Leaf Cherry)	5 gallon	4' 6" o.c. spacing
Rhamnus californica	5 gallon	4' 6" o.c. spacing
Rhaphiolepis indica (Indian Hawthorne)	5 gallon	4' 6" o.c. spacing
Rosmarinus officinalis (Rosemary)	5 gallon	4' 6" o.c. spacing
Rosa rugosa (Rugosa)	3 gallon	varies
Rosmarinus officinalis (Rosemary)	1 & 5 gallon	24" 36" o.c. spacing
Salvia clevelandii (Autumn Sage)	5 gallon	5' o.c. spacing
Verbena lilacina (Lilac Verbena)	5 gallon	4' 6" o.c. spacing
Xylosma congestum (Shiny Xylosma)	5 gallon	4' 6" o.c. spacing

GROUNDCOVERS

PLANT NAME	SIZE	SPACING
Acacia redolens (ACRN)	1 and 5 gallon	48" o.c. spacing min
Baccharis pilularis (Coyote Brush)	1 gallon	48" o.c. spacing min
Carex divulsa (Berkeley)	1 gallon	42" o.c. spacing min
Cotoneaster dammeri (Bearberry Cotoneaster)	1 gallon	24" o.c. spacing min
Hedera helix (Ivy) (HE)	1 gallon	24" o.c. spacing
Juniperus conferta (Shore)	1 gallon	30" o.c. spacing
Lantana montevidensis (Trailing Lantana) (Purple flowering)	1 gallon	24" o.c. spacing
Myoporum parvifolium (Myoporum)	1 gallon	24" 42" o.c. spacing
Myoporum pottsii (Pottsii)	1 gallon	48" o.c. spacing
Rosmarinus officinalis prostratus (Rosemary)	1 gallon	30" o.c. spacing
Vinca major (periwinkle) (VMA) (Vinca major)	From and 1 gallon	18" o.c. spacing

INTERIM LANDSCAPE IN THE CALTRANS R/W - PLANT 1 GAL., ACHIEVE BEGOLENE TO 2' O.C. WITH 3" INNER LAYER OF DECOMPOSED GRANITE. THAT IS TO BE IRRIGATED WITH DRIP IRRIGATION.

SIDEWALK VIEW - NATURALIZED NON-SEMI-SEED PURPLE SAGE WILD

0.25 LBS/AC	ACHILLEA MILLEFOLIUM
0.50 LBS/AC	NASSELLA CORNUTA
0.25 LBS/AC	MONOLOPIA MAJOR (LOBES)
0.50 LBS/AC	MONOLOPIA LANCEOLATA
0.25 LBS/AC	MOLLUGO VERTICILLATA
0.50 LBS/AC	VULPIA MICROSTACHYS
0.25 LBS/AC	MONOLOPIA SUNCHOPIPSIA

VINES FOR SCREENWALLS

SYMBOL	PLANT NAME	SIZE	SPACING
	Ficus pumila (Creeping fig)	1 gallon	12" o.c. spacing
	Bougainvillea (varieties) (Bougainvillea)	1 gallon	12" o.c. spacing

VINES FOR W.I. FENCING AROUND BASIN

SYMBOL	PLANT NAME	SIZE	SPACING
	Berberis thunbergii (Red Barberry)	5 gallon	6' o.c. spacing

NOTE: VINES ARE REQUIRED ON ALL SCREENWALLS & W.I. FENCING AROUND BASIN

MULCH NOTE

ALL PLANTING AREAS TO RECEIVE A 3" LAYER OF COVER MULCH AVAILABLE FROM NATIONAL CORP. (951) 270-0700

West Ridge Commerce Center

Moreno Valley, CA

Ridge Property Trust

PRELIMINARY LANDSCAPE PLAN

NORTH

SCALE: 1" = 60' - 0"

SHEET L-1

DATE: 6-9-10

ATTACHMENT 15

MV00111722

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MV00111723

TENTATIVE PARCEL MAP NO. 36207

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 3, 4, 5, 6 & 7 INCLUSIVE, BLOCK 35, OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 71, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE.

HUITT-ZOLLARS

NOVEMBER, 2010

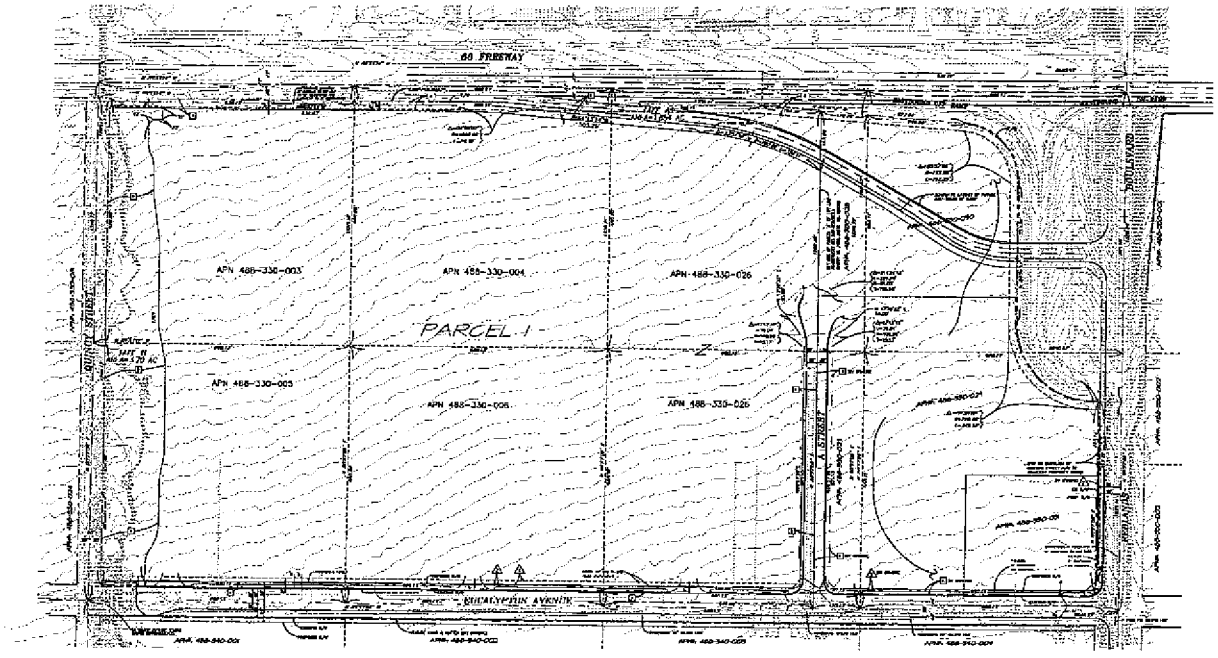

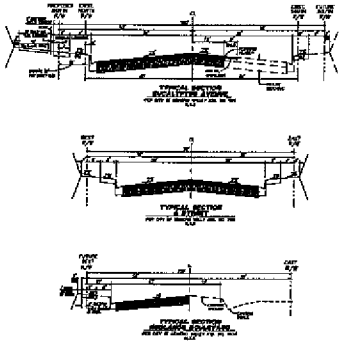

EASEMENT NOTES

(A) EASEMENT(S) FOR THE PURPOSES SHOWN BELOW AND RIGHT INCIDENTAL THERETO AS GRANTED IN A DOCUMENT.

GRANTED TO: CALIFORNIA MUNICIPAL WATER DISTRICT
PURPOSE: PUBLIC PIPELINES AND PURPOSES
RECORDED: DECEMBER 18, 1963, AS INSTRUMENT NO. 139944, BOOK 1633, PAGE 1, OF OFFICIAL RECORDS

PROPOSED EASEMENT

(1) 10' EASEMENT FOR ANCHOR LINE FROM THE CITY OF MORENO VALLEY.

(2) 5' EASEMENT FOR THE PURPOSE OF DISTRIBUTION AND ANCHOR OF THE GUYS TO THE CITY OF MORENO VALLEY.

PROPOSED DEDICATION

(A) 30'(AS PER EUCALYPTUS STREET PLAN-G) FOR THE CITY OF MORENO VALLEY.

(B) 25'(PER 'A' STREET PLAN-G) FOR THE CITY OF MORENO VALLEY.

(C) 10' FOR A SIDEWALK TO BE THE CITY OF MORENO VALLEY FOR FUTURE CALTRANS R/W.

(D) 10' FOR A SIDEWALK TO BE THE CITY OF MORENO VALLEY FOR FUTURE CALTRANS R/W (PER EUCALYPTUS DEDICATION).

LINE DATA:

LINE	BEARING	DISTANCE
L1	N 89°59'00" E	30.00'
L2	N 00°01'00" W	30.00'
L3	N 89°59'00" E	30.00'
L4	N 00°01'00" W	30.00'
L5	N 89°59'00" E	30.00'
L6	N 00°01'00" W	30.00'
L7	N 89°59'00" E	30.00'
L8	N 00°01'00" W	30.00'
L9	N 89°59'00" E	30.00'
L10	N 00°01'00" W	30.00'
L11	N 89°59'00" E	30.00'
L12	N 00°01'00" W	30.00'

PARCEL SUMMARY TABLE

GENERAL NOTES

1. EXISTING LAND USE: VACANT
2. ADJACENT LAND USE: INDUSTRIAL, AND IN PART TO THE EAST, AGRICULTURE TO THE SOUTH, WITHIN THE MORENO VALLEY DEVELOPMENT, TO THE EAST
3. AVERAGE LOT SIZE: 1 ACRE
4. EXISTING ZONING: IP1 PROPOSED ZONING: IP1
5. FLOOD ZONE: X PANEL NO. 06065C0729G EFF. DATE: AUGUST 28, 2008
6. PROPOSED LAND USE: LIGHT INDUSTRIAL / WAREHOUSE DISTRIBUTION
7. PROPOSED WATER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
8. PROPOSED SEWER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
9. ALL UTILITIES SHALL BE UNDERGROUND:
   GAS: SOUTHERN CALIFORNIA GAS COMPANY
   ELECTRIC: CITY OF MORENO VALLEY ELECTRIC UTILITY
   TELEPHONE: VERIZON TELEPHONE COMPANY
10. ALL SIGNS SHALL BE CONSTRUCTED AT A MINIMUM SIZE OF 24" UNLESS OTHERWISE PERMITTED
11. ALL STREETS WILL BE CONSTRUCTED PER CITY OF MORENO VALLEY STANDARDS.
12. ACTUAL TOPOGRAPHY PROVIDED BY: DIGITAL MAPPING INC.
13. ANY PUBLIC EASEMENT TO BE ABANDONED SHALL BE DONE ON THE PARCEL MAP.
14. AREA=30.444 ACS

PREPARED FOR OWNER/DEVELOPER
RIDGE RANCHO BELACO, LLC
701 HOWARD AVENUE, SUITE A
LONG BEACH, CA 90803
PH: 562-494-2012
FAX: 949-364-3600
CONTACT: ROBERT BECK

PREPARED IN THE OFFICE OF
HUITT-ZOLLARS, INC.
3990 CONCOURSE, SUITE 150
IRVINE, CALIFORNIA 92604
PHONE: (949) 851-7700

UTILITY PROVIDERS

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

GAS
SOUTHERN CALIFORNIA GAS COMPANY
9520 TRADING NO. 3C 8000
MORENO VALLEY, 92555
(800) 427-2200

TELEPHONE
VERIZON
9800 ORANGE WAY, LAND, 92.180
RIVERSIDE, CA. 92504

ELECTRIC
MORENO VALLEY UTILITIES
14075 PERRIS ST.
MORENO VALLEY, CA. 92552
(951) 413-3500

CABLE - TV
MEDIACOM COMMUNICATIONS
9500 JUNIPER CREEK DR.
RIVERSIDE, CA. 92507
(866) 519-2366

SURVEYOR
R.B.S.
SURVEY DATE
11-7-2009
PREPARED BY
R.B.S.
DATE

LAND USE

AT _____ GROSS ACRES

EARTHWORK

CUT = 0 CUBIC YD
FILL = 0 CUBIC YD
PAVE CUT = 0 CUBIC YD
PAVE FILL = 0 CUBIC YD

LEGEND / ABBREVIATIONS

W	PROPOSED WATER LINE
PW	PROPOSED FIRE WATER LINE
SE	PROPOSED SANITARY SEWER LINE
S	PROPOSED SEWER LINE
D	PROPOSED STORM DRAIN
G	EXISTING GAS LINE
E	EXISTING ELECTRIC LINE
T	EXISTING TELEPHONE LINE
CATV	EXISTING CABLE TV LINE
	EXISTING STORM DRAIN
	STORM DRAIN INLET
	CATCH BASIN
	BASIS OF BEARINGS BOUNDARY
	EXISTING RIGHT OF WAY/SITE BOUNDARY
	PROPOSED BUILDING LINE
	LOT LINE
	FIRE HYDRANT

LEGAL DESCRIPTIONS

THE DESCRIPTIONS SHOWN BELOW HAVE BEEN EXTRACTED FROM A PRELIMINARY TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY, ORDER NO. 00-0000000-00-JR, EFFECTIVE DATE: MAY 31, 2007. ANY AND ALL EXCEPTIONS SHOWN THEREIN ARE EXCLUDED FROM THE DESCRIPTIONS BELOW.

PARCEL 1:

LOT 2, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NEVERTHELESS THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1965, PAGE 1965 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 4, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1964, IN BOOK 1633, PAGE 1, OF OFFICIAL RECORDS, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4, IN THE EAST LINE OF THE PRESENT SOUTHERLY 60 FOOT WIDE STREET, AS SHOWN ON SAID MAP; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHWESTERLY CORNER OF SAID LOT 4, IN THE EAST LINE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NEVERTHELESS THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1965, PAGE 1965 OF OFFICIAL RECORDS.

PARCEL 3:

LOT 5, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1964, IN BOOK 1633, PAGE 1, OF OFFICIAL RECORDS, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, IN THE EAST LINE OF THE PRESENT SOUTHERLY 60 FOOT WIDE STREET, AS SHOWN ON SAID MAP; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHWESTERLY CORNER OF SAID LOT 5, IN THE EAST LINE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NEVERTHELESS THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1965, PAGE 1965 OF OFFICIAL RECORDS.

PARCEL 4:

LOT 6, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1964, IN BOOK 1633, PAGE 1, OF OFFICIAL RECORDS, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, IN THE EAST LINE OF THE PRESENT SOUTHERLY 60 FOOT WIDE STREET, AS SHOWN ON SAID MAP; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTHWESTERLY CORNER OF SAID LOT 6, IN THE EAST LINE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NEVERTHELESS THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1965, PAGE 1965 OF OFFICIAL RECORDS.

PARCEL 5:

A PORTION OF LOTS 7, AND 7 BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 0° 01' 00" WEST ALONG THE WESTERLY LINE OF SAID LOT 7, 30.00 FEET; THENCE NORTH 89° 59' 00" EAST, 30.00 FEET; THENCE SOUTH 0° 01' 00" EAST, 30.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 89° 59' 00" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 7, 30.00 FEET TO THE POINT OF BEGINNING.

CITY CASE NO. PA09-0022

HUITT-ZOLLARS

HUITT-ZOLLARS, INC.
3990 CONCOURSE STREET, SUITE 150 / IRVINE, CALIFORNIA 92604 / (949) 851-7700

SHEET 1 OF 1 SHEETS

ATTACHMENT 16

Item No. E.3

MV00111724

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MV00111725

West Ridge Commece Center Project

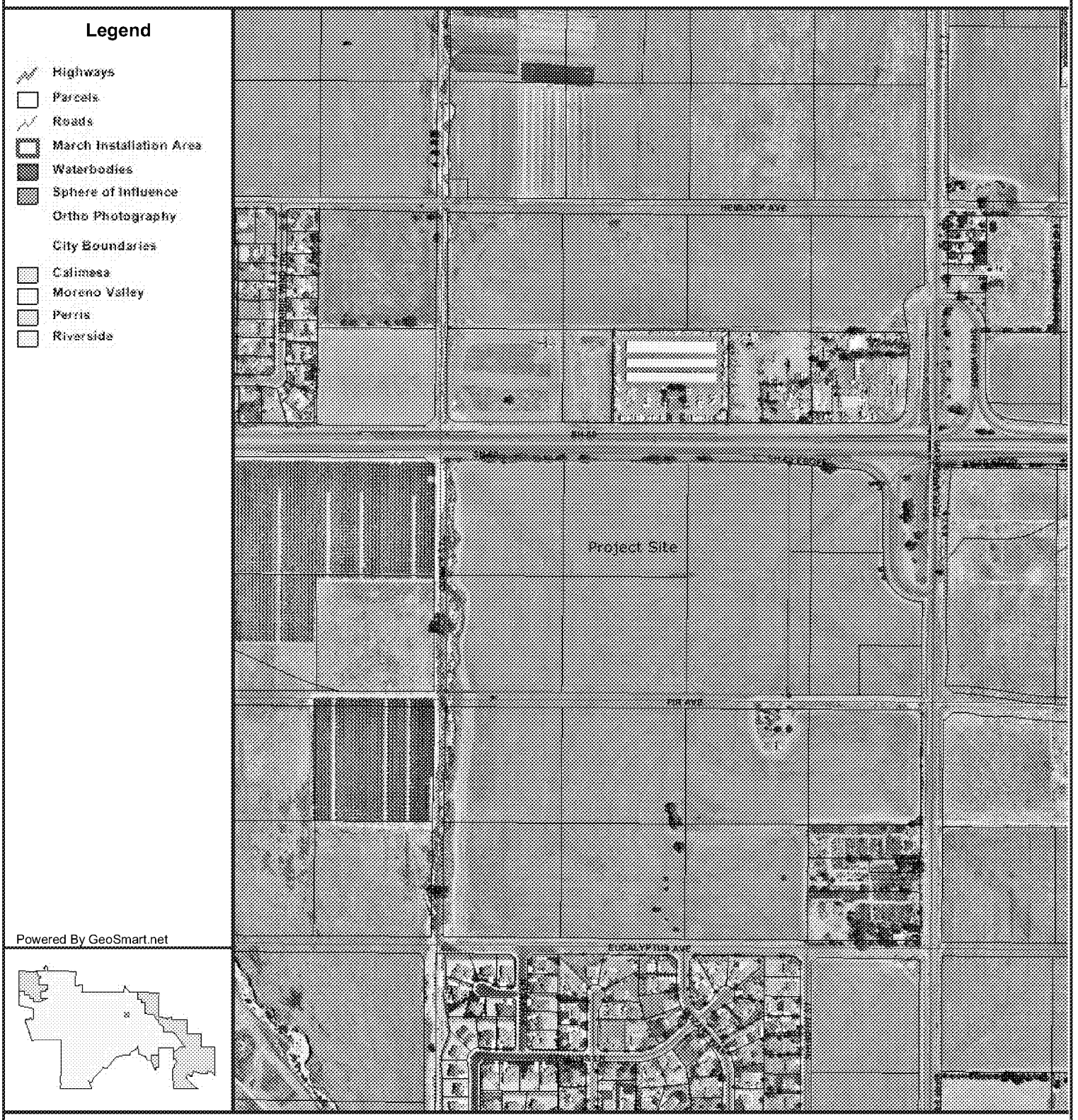

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 17

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Item No. E.3

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MV00111727

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. <u>This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.</u>

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP / LI[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.
*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

~~9~~10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-Mailed: December 10, 2010
jeffreyb@moval.org

December 10, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

Review of the Draft Environmental Impact Report (Draft EIR) for the Proposed West Ridge Commerce Center Project

The South Coast Air Quality Management District (AQMD) appreciates the opportunity to comment on the above-mentioned document, including with an extended review period. The following comments are meant as guidance for the lead agency and should be incorporated into the final Environmental Impact Report (final EIR) as appropriate.

Based on a review of the draft EIR the AQMD staff is concerned about the significant regional and localized air quality impacts from the proposed project. In addition, AQMD staff is concerned that the health risks are underestimated in the draft EIR due to calculation errors and the use of low trip generation rates. Given the project's close proximity to sensitive land uses and the significant air quality impacts demonstrated in the air quality analysis, the AQMD staff strongly recommends that the lead agency provide additional mitigation measures to minimize the air quality impacts from the proposed project. AQMD-1

AQMD staff is available to work with the lead agency to address these air quality issues and any other questions that may arise. Please contact Dan Garcia, Air Quality Specialist CEQA Section, at (909) 396-3304, if you have any questions regarding the enclosed comments.

ATTACHMENT 19

Sincerely,

Ian MacMillan
Program Supervisor, CEQA Inter-Governmental Review
Planning, Rule Development & Area Sources

Attachment

IM:DG

SBC101021-01
Control Number

1. Health Risk Assessment Emission Calculations

The Health Risk Assessment (HRA) prepared in the Draft EIR relies on emission rates calculated for each roadway segment serving the project. These emission rates are based on heavy duty diesel truck emission factors derived from EMFAC software and are input into the dispersion model after adjusting for the number of trucks using each roadway link. However, the emission calculations provided in the Draft EIR use a unitary truck traffic rate of one vehicle per hour for each roadway link serving the project site. This unitary trip rate does not appear to be adjusted upward prior to deriving the health risk values. As several hundred heavy duty diesel trucks will use each roadway link, the health risk values appear to be substantially underestimated, perhaps by more than one order of magnitude. AQMD-2

In addition, the emission rate calculated for the idling area sources onsite appear to be miscalculated. For example, the idling mitigated emission rate of 6.459 E-6 grams per second does not include the total number of trucks idling per day, it does not include the emissions from onsite truck travel, and it includes one too many conversions of seconds to hours. If the calculation is corrected, the idling emission rate should be approximately 30 times higher at 1.952 E-4 grams per second (assuming half of the trucks use each area source). AQMD staff strongly recommends that the lead agency revisit the emissions calculations and rerun the dispersion model to derive more accurate health risk estimates. If health risks are found to be significant after revising the analysis, mitigation measures should be pursued that would reduce any health risk to a less than significant level (see comment #3 below). AQMD-3

2. Warehouse Trip Rates

As stated on page 51 of the Traffic Impact Analysis prepared for the Draft EIR, the trip generation rates are "hybrid rates" based on two recent traffic studies of high-cube warehouses conducted in the Inland Empire region. The final rate used in the Draft EIR is 1.69 trips per thousand square feet of warehouse space. AQMD staff has recently researched the referenced trip generation studies and others and has concluded that the average trip rates presented in these studies may be underestimated due to the inclusion of potentially vacant warehouses, warehouses served by rail, and the use of average trip rates. In order to provide a reasonable worst case analysis of potential air quality impacts, AQMD staff calculated and recommends that lead agencies utilize a 95th percentile trip generation rate of 2.59 trips per thousand square feet for individual warehouse projects that are not directly serviced by rail lines. The fleet mix described in the Fontana Truck Trip Generation Study is appropriate to determine the proportion of heavy duty vehicles servicing the project. AQMD-4

3. Regional and Localized Operational Air Quality Impacts

Given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM10 and PM 2.5 emissions the AQMD staff strongly recommends adding AQMD-5

the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible:

- Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks,[1]
- If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded,
- Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/distribution center,
- Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors,
- Develop, adopt and enforce truck routes both in an out of city and in and out of facilities,
- Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,
- Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride,
- Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes,
- Require or provide incentives for particulate traps that meet CARB certified level 3 requirements,
- Electrify all service equipment at the facility, and
- Improve traffic flow by signal synchronization.

AQMD-5 cont'd.

4. Regional and Localized Construction Air Quality Impacts

Given that the lead agency's construction air quality analysis demonstrates significant air quality impacts from VOC, NOx, PM10 and PM2.5 emissions the AQMD staff recommends that the lead agency provide additional mitigation pursuant to CEQA Guidelines §15370. Specifically, AQMD staff recommends that the lead agency minimize or eliminate significant adverse air quality impacts by adding the mitigation measures provided below.

- Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow,
- Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation,
- Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site,

[1] An example clean truck program for a similar project approved by another lead agency can be found here (beginning on page 183 of 254): http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf

- Reroute construction trucks away from congested streets or sensitive receptor areas, and
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).

Further, AQMD staff recommends that the lead agency revise Mitigation Measure 4.3.5 as follows:

- All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards according to the following:

  ✓ *April 1, 2010, to December 31, 2011:* All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 2 offroad emissions standards. In addition, all construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. AQMD-5 cont'd.

  ✓ *January 1, 2012, to December 31, 2014*: All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 3 offroad emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  ✓ *Post-January 1, 2015*: All offroad diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

  Also, the lead agency should consider encouraging construction contractors to apply for SCAQMD "SOON funds. Incentives could be provided for those construction contractors who apply for SCAQMD "SOON" funds. The "SOON" program accelerates clean up of off-road diesel vehicles, such as heavy duty construction AQMD-6

equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm

AQMD-6 cont'd.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Letter Dated December 10, 2010

Response AQMD-1

The commentor provides introductory agency remarks, and expresses concern about significant Project-related localized and regional air quality impacts, and potential (DPM-source) health risks. The commentor alleges errors in the EIR's air quality modeling, which are further detailed in the District's specific comments on the following pages. Responses to specific issues are addressed below at Responses AQMD-2 to AQMD-7. AQMD suggests that additional mitigation be incorporated in the EIR as means of reducing significant air quality impacts.

The comments provided by AQMD were submitted after the close of comments period, and while the Lead Agency may elect to respond to late comments, no response is required, pursuant to Pub. Resources Code Section 21091, subd. (d)(2)(A); *CEQA Guidelines* § 15088, subd. (a). Notwithstanding, in order to provide clarification of baseline issues and assumptions; and in consideration of disclosure and ultimate mitigation of potentially significant impacts, responses to AQMD's comments are provided herein. Feasible mitigation offered by AQMD has been incorporated.

Response AQMD-2

This comment appears to incorrectly interpret the Project's Health Risk Assessment (HRA) data and modeling (DEIR Appendix C, Project HRA), with resulting erroneous conclusions. The Unitary truck traffic rate cited by the commentor was used only in deriving the model input value in grams per second per truck (per day). As reflected in the ISCST3 model output summary sheets, the ISCST3's Model Scalar Option was enabled and hourly truck rates were adjusted upward accordingly (DEIR Appendix C, Project HRA, Attachment A). Additionally, the "Hourly Trucks.xls" file that was previously provided to AQMD by Urban Crossroads, preparer of the Project's Air

Quality Analysis, provides a breakdown of the hourly trucks as they are input in the model's scalar option. The EIR conclusions and results are not affected.

Response AQMD-3

This comment appears to incorrectly interpret the Project emission rate calculations and modeling, with resulting erroneous conclusions. As noted in the preceding Response AQMD-2, the ISCST3's Model Scalar Option was enabled, and hourly truck values were entered accordingly. The emissions from on-site truck travel are included as multiple volume sources in the model and therefore do not need to be included in the area source algorithm.

Additionally, the "Model Emission Rate" provided as 6.459E-06 is representative of grams per second per truck (per day), and is input into the model as a unitized rate. The unitized rate is then adjusted upward based on the model's scalar option. Based on a thorough review, as detailed here, this calculation does not need to be corrected. The vehicle idling time is presented in seconds and the idling rate from EMFAC is in grams per hour. Therefore, the first conversion is to identify the grams per hour a given truck would emit during idle events. This is achieved by first converting the idling time from seconds to hours. In this case, for mitigated emissions, 180 seconds is divided by 3,600 seconds (60 minutes per hour x 60 seconds per minute). The next step is to multiply the resulting value by the EMFAC grams per hour rate, which provides an emission factor in grams per hour for a given truck per day. In order to input this value into the model as a unitized rate, this value is then converted from grams per hour for a given truck per day to grams per second for a given truck per day. This is achieved by taking the grams per hour rate and dividing by 3,600 seconds per hour, which yields the resulting 6.459E-06 grams per second rate that is modeled. Please refer also the DEIR Appendix C, Project HRA, Attachment A-ISCST3 Summary Output, Attachment B-Emissions Rate and Risk Calculations. The EIR conclusions and results are not affected.

Response AQMD-4

AQMD offers alternative trip generation rates for use in the Draft EIR. AQMD cites its own research and conclusions.

Notwithstanding AQMD suggested trip generation rates, trip generation rates and vehicle mix employed in the Draft EIR are supported by definitive studies of high-cube warehouse trip generation characteristics (*City of Fontana Truck Trip Generation Study*, and *San Bernardino/Riverside County Warehouse/Distribution Center Vehicle Trip Generation Study).* Both of these studies are available through Lead Agency (a copy of each is available at the Planning Department). The trip generation rates and ranges from these studies were used to define the trip rate employed in the DEIR. This same rate is employed in analyses for similar projects in the City, and is considered by the Lead Agency to be appropriate and accurate. Relevant discussion from the Draft EIR is excerpted below:

> Trip generation characteristics of the Project were derived from studies which reflect the trip generation rates of warehouse facilities storing and transporting international goods imported into the country from the Ports of Los Angeles and Long Beach. These include the *City of Fontana Truck Trip Generation Study* commissioned in 2003 (Fontana Study), and the updated 2007 *National Association of Industrial and Office Properties (NAIOP) Trip Generation Study*. The NAIOP Study included data collected from 13locations within Riverside County, and provides trip generation rates that are use-specific to warehouse distribution projects such as that proposed by the Project. The recent date and geographic orientation of the Study contribute further to its utility and applicability in estimating the likely trip generation characteristics of the Westridge Commerce Center Project. Using data from the NAIOP Study, the City's Transportation Department approved the use of "hybrid" trip generation rates for the Project's trip generation forecast . . . (Draft EIR Page 4.2-17).

The trip generation rates provided by AQMD are noted; however, no revisions to the trip generation rates employed in the Draft EIR are proposed, nor are any required.

Response AQMD-5

AQMD states, "given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM_{10} and $PM_{2.5}$ emissions the AQMD staff strongly recommends adding the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible . . ."

Each of the measures suggested by AQMD are addressed in the following table, and have either been incorporated, or determined infeasible, not applicable, and/or replicate existing requirements, as indicated in the remarks below. The State Legislature has defined "feasible," for purposes of CEQA review, as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." [Public Resources Code Division 13, Chapter 2.5. Definitions, Subd. 21061.1.] In those instances where additional mitigation has been incorporated or mitigation has been revised, incremental reduction in impacts may be realized. However, results and conclusions of the EIR are not affected. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

AQMD-Suggested Measures	Remarks
Operational-source Emissions	
Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks (AQMD offers citation of an example clean truck program at [the following website]: http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf. If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded.	**Incorporated.** Mitigation Measure 4.3.13 has been revised to incorporate the following requirement (please refer to Final EIR Section 4.0). • *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to use of fleet vehicles conforming to 2010 air quality standards or better.* • *If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, tenants of the project shall apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB, and shall use those funds if awarded.*
Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/ distribution center.	**Infeasible.** Development of the Project is consistent with City General Plan Land Use designations, and the General Plan currently includes residential land uses within 1,000 feet (0.19 miles) of the Project site. Moreover, as supported by the EIR analysis, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. The measure suggested by AQMD is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors.	**Not Required.** There are no significant and/or unmitigable operational air pollutant emissions impacts related to or resulting from the site plan configuration. As noted above, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. It is further noted that the access concept proposed by the Project has been reviewed and preliminarily approved by the Lead Agency. The measure suggested by AQMD is not necessary.

AQMD-Suggested Measures	Remarks
Develop, adopt and enforce truck routes both in an*[d]* out of city and in and out of facilities.	**Replicates existing requirements.** Designated truck routes exist within the City. As noted in the City's General Plan, "Chapter 12.36 of the City Municipal Code regulates the travel and access of trucks on the City road system, and designates official truck routes. Designated truck routes change over time as new arterials are built, and commercial and industrial projects are completed." [City of Moreno Valley General Plan Circulation Element, Page 5-4.] The Applicant will comply with all designated truck route regulations and ordinances, both in and out of the City. Compliance with existing regulations and ordinances does not constitute mitigation.
Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,	**Replicates existing requirements.** Truck routes are marked by the City consistent with City sign regulations. The Applicant will comply with all City sign regulations and ordinances. Compliance with existing regulations and ordinances does not constitute mitigation.
Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride.	**Replicates existing Project design.** Adequate, secure parking areas are provided onsite for the use of Project-related trucks. No off-site parking is required or proposed.
Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes.	**Infeasible.** Current location of the Project adjacent to the SR-60 minimizes non-freeway truck travel, and minimizes travel along residential streets. Addition of direct SR-60 off-ramps for trucks access the Project site is contrary to reasoned freeway design which by its nature limits freeway access and exit points. Within the State, Caltrans ultimately determines freeway access and exit locations and related ramp designs. The proposed measure would result in potentially significant and increased jurisdictional, traffic/circulation, and land use impacts when compared to the Project. Further, the suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors, and is therefore infeasible. The Applicant will comply with designated truck routes reducing truck traffic along sensitive routes.
Require or provide incentives for particulate traps that meet CARB certified level 3 requirements.	**Replicates existing requirements.** As a matter of California law, all on-road vehicles, whether or not they are used for the Project, are required to meet California Air Resources Board (CARB) emissions standards. Moreover, future tenancy of the Project is not yet known, and that trucks using the facility may include independent truckers. There is no feasible enforcement mechanism by which the operator of the facility could meaningfully enforce pollution control equipment requirements above and beyond state law requirements.

AQMD-Suggested Measures	Remarks
Electrify all service equipment at the facility.	**Incorporated.** Mitigation Measure 4.3.8 has been revised to incorporate the following requirement: • *All service equipment used during construction and in subsequent operation of the Project shall be electric or natural gas powered.* Similar to use of electrical equipment, use of natural gas equipment alternatively allowed under this mitigation measure acts to generally reduce localized criteria pollutant emissions. Natural gas equipment may in some cases be the only available alternative to diesel/gasoline powered equipment. Further, Mitigation Measure 4.3.13 has been revised to incorporate the following requirements (please refer to Final EIR Section 4.0). *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:* • *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; and* • *Use of electric (instead of diesel or gasoline-powered) yard trucks.*
Improve traffic flow by signal synchronization.	**Replicates existing requirements.** Signal synchronization is currently administered by the City. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.
Construction-source Emissions	
Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. "It is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours" (Draft EIR Page 4.2-85).

AQMD-Suggested Measures	Remarks
Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM_{10} generation.	**Incorporated.** The following new mitigation measure has been created, and will be included in the Mitigation Monitoring Plan (please refer to Final EIR Section 4.0). *4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.*
Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine if and where dedicated turn lanes for construction equipment and trucks are required. Please refer to the preceding construction traffic management remarks.
Reroute construction trucks away from congested streets or sensitive receptor areas.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine appropriate construction truck routes. Please refer to the preceding construction traffic management remarks.
Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).	**Otherwise Addressed.** Contractors will employ available equipment to include any 2010 and newer vehicles. Restricting the pool of suitable diesel haul trucks solely to model years 2010 or newer unreasonably limits the pool of available contractors and equipment. Moreover, there is no demonstrated nexus between construction model-year requirements and potential reductions in air quality impacts. Arguably, meaningful reductions in air pollutant emissions are achieved as much or more through efficient and appropriate operation of equipment as required herein (see for example Mitigation Measure*4.3.2: The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).* Further, all equipment (regardless of model-year) is required to comply with applicable CARB emissions standards, the appropriate gauge for emissions levels.

AQMD-Suggested Measures	Remarks
All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards.	**Incorporated.** Electric construction equipment is not commonly or widely available or used in Southern California. Requiring sole use of electric construction equipment would effectively preclude participation by most, if not all, locally-based construction contractors. This would act to unnecessarily exclude otherwise qualified contractors, restrict the pool of available construction resources, increase costs through diminished competition. Mitigation Measure 4.3.8 has been revised to incorporate the following requirement(please refer to Final EIR Section 4.0): • *Use electric construction equipment where feasible.*

Response AQMD-6

AQMD suggests that the Lead Agency consider encouraging construction contractors to apply for SCAQMD Surplus Off-Road Opt-In for NOx (SOON) program funds.

- The following notation (incorporated at Mitigation Measure 4.3.9), shall appear on all construction document and plans:

> *Contractors are encouraged to apply for funding/assistance under the AQMD SOON program.*
> *See also www.aqmd.gov/tao/Implementation/SOONProgram.htm*

AQMD contact information is noted.

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MV00111747

From: Tom Hyatt [cdftom@aol.com]
Sent: Friday, December 10, 2010 9:18 PM
To: Jeffrey Bradshaw
Cc: Deanna Reeder
Subject: Warehouse

My neighbors and I oppose this project. After having the Mega Sketchers warehouse shoved down our throats by a corrupt developer and a city council that will flip their skirt up for him without questior we are vehemently against more unchecked commercial development. The City Council went to the trouble to re-name this end of the city "Rancho Belago", claiming it would be the upscale end of town yet the approve these ugly polluting warehouses when the zoning should be for 1/2 to 1 acre lots and upscale retail etc... How about a nice softba and swimming sports complex??? Why don't you go lease/ purchase some of the vacant warehouse space that can't even be filled in the south end of town?? How many diesel truck trips will this project generate on top of the Super Walmart and Sketchers projects already do??? Can't wait to see the cumulative air pollution totals! TH-1

Signed,

Tom H.
Moreno Valley Citizen

ATTACHMENT 20

TOM HYATT

Email Dated December 10, 2010

Response TH-1

The commentor states his opposition to the Project, presents his opinion regarding recent unrelated project approvals in the area, and suggests a "nice softball and swimming sports complex" be developed on-site. These opinions are acknowledged.

The basis for the commentor's statement that "the zoning should be for ½ to 1 acre lots and upscale retail, etc." is unclear. The existing zoning for the site is Business Park, which allows the types of uses proposed by the Project; however, would not allow for buildings of the size proposed by the Project. For this reason, the Project has requested a change of zone to Light Industrial. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23). Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.

The commentor suggests locating the Project in another area of the City. Several alternatives were analyzed as part of the Draft EIR, including, beginning on Draft EIR Page 5-37, alternative sites. As stated in Guidelines Section 15126.6,subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is served adequately by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million s.f. warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor expresses concern regarding the cumulative traffic and air quality impacts of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Super Walmart and Sketchers*[sic]*").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region.

The commentor is referred to Table 4.2-6 of the Draft EIR for the specific trip generation of the Project. Additionally, Draft EIR Section 5.0 presents a detailed discussion of the cumulative impacts of the Project. Specifically, cumulative impacts related to traffic and circulation are discussed at Draft EIR Pages 5-7 through 5-12. Cumulative impacts related to air quality are discussed on Draft EIR Pages 5-12 through 5-14. Results and conclusions of the Draft EIR are not affected.

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MV00111753

PLANNING COMMISSION RESOLUTION NO. 2011-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY DENYING A CHANGE OF ZONE (PA08-0098) FROM BP (BUSINESS PARK) TO LI (LIGHT INDUSTRIAL) FOR AN APPROXIMATE 55 ACRE SITE, LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of a change of zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an approximately 55 acre site located on the south side of State Route 60, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the Zone Change application.

WHEREAS, on May 12, 2011, the Planning Commission passed a motion by a vote of 3 to 2 to deny the proposed Change in Zone.

WHEREAS, the project also includes applications for an Environmental Impact Report (EIR) (P08-133), a Municipal Code Amendment (PA10-0017), a Plot Plan (PA08-0097) and Tentative Parcel Map No. 36207 (PA09-0022). Since the Planning Commission voted to deny the Change of Zone, no action on the related project applications is required, since the applications are moot.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT HEREBY FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. The Moreno Valley General Plan designates State Route 60 (SR-60) as a local scenic road (Policy 7.7.3). In addition, Figure 5.11-1, "Major Scenic Resources," illustrates that the Project site is located within a view corridor. The proposed Change of Zone may not be consistent with the General Plan's policy regarding protection of scenic resources.

ATTACHMENT 21

The proposed project includes a 937,260 square foot warehouse industrial building which far exceeds the maximum building area of 50,000 square feet as permitted by the current zoning designation of Business Park. A business park comprised of smaller buildings (50,000 square feet or less) might afford opportunities for view corridors between the structures.

The proposed architectural design of the facility is not consistent with that of other approved warehouse facilities in the vicinity. A change of zone to LI would allow for buildings greater than 50,000 square feet in size. Adequately designing a building elevation(s) that is visible along a scenic corridor might prove difficult due to the scale and massing of a single large warehouse building.

2. The proposed warehouse industrial buildings would dramatically increase the amount of heavy truck traffic both onsite as well as on adjacent Redlands Boulevard leading from the project to Highway 60. Potential conflicts may be created with the mixing of heavy trucks and residential and business park traffic. The increase in heavy truck traffic may be inconsistent with the lower intensity business park uses and residential uses identified on the General Plan Land Use Element for this area. The proposed warehouse industrial building may be better suited to areas in the City that provide better access to the freeway system through upgraded roadways and freeway interchanges.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-13, **DENYING** a Change of Zone (PA08-0098) for an approximate 55 acre site from BP (Business Park) to LI (Light Industrial).

APPROVED this 12th day of May, 2011.

Ray L. Baker
Vice-Chair, Planning Commission

ATTEST:

John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

Deputy City Attorney

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t: (562) 856-3819 | f: (562) 856-3820
www.rptrust.com

City of Moreno Valley City Council Members
c/o City of Moreno Valley Planning Division
14177 Frederick Street
Moreno Valley, CA 92553

Re: P08-133, PA08-0097, 0098, 0022 and PA08-0017

Dear Council Members Stewart, Batey, Hastings, Molina and Co:

Please accept this letter as our formal appeal of the City of Moreno Valley Planning Commission denial of the proposed Westridge Commerce Center Project (the "Project") at the Planning Commission Meeting held on May 12, 2011. Specifics of the Project are as follows:

Case Description:
Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Pursuant to the denial, there were many questions and discussions centered on the following:
1) Aesthetics (the Architecture of the building).
2) The uncertainty of a known lessee at this time.
3) Traffic
Our position and basis for our appeal relating to the above are:
1) We have constructed buildings in Centerpointe Business Park (across Frederick Street from City Hall) that are similar to what we are proposing at WestRidge Commerce Center and we have received many compliments from past planning commissions and city councils. This issue is totally personal, subjective, and without merit. We worked hard with staff to make this building appealing and to the level of standards Moreno Valley can be very proud of. In fact, the WestRidge Commerce Center architect, HPA, is the same architect for the Skechers building.
2) It is a very rare situation to have a lessee sign a lease for a building without the entitlements in place. The fact that Skechers signed a lease without entitlements is rare. Considering Skechers is a partner in the building with Highland Fairview and the fact there are very few, if any, sites available in the Inland Empire of a size to accommodate the large Skechers building.

ATTACHMENT 22

3) Intersections and roadway improvements were clearly identified in the traffic analysis as being necessary to maintain or improve operational levels of service for this Project and General Plan. This Project will build all required improvements in the immediate vicinity as well as other off-site infrastructure required by the development. Furthermore, Redlands Blvd is a city designated truck route and the planning commission stated they did not want trucks mixing with automobiles.

Applicant:
Ridge Rancho Belago, LLC

Owner:
Ridge Rancho Belago, LLC

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

Community & Economic Development Department
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-3206
(951) 413-3210 FAX

PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

☐ Administrative Plot Plan	☐ Development Agreement	☐ Specific Plan
☐ Administrative Variance	☐ Development Code Amendment	☐ Specific Plan Amendment
☐ Amended Conditional Use Permit	☐ Extension of Time	☐ Tentative Parcel Map
☐ Amended Plot Plan	☐ General Plan Amendment	☐ Tentative Tract Map
☐ Change of Zone	☐ Plot Plan	☐ Variance
☐ Conditional Use Permit	☐ Pre-Application Review	☒ Other Appeal

APPLICATION INFORMATION

Project/Business Name (if any): West Ridge Commerce Center

Project Description: The project proposes the development of a 937,260 SF warehouse facility on 55 acres. This application is to appeal the Planning Commission denial of the project on May 12, 2011.

Property Address/Location: South of SR60 on the north side of Eucalyptus Ave and approximately 650 feet west of Redlands Blvd

Assessor's Parcel Number(s): 488-330-003 Through -006 and -026

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:

Related Application(s): Specific Plan Name/No. :

CONTACT PERSONS

APPLICANT Name: Ridge Rancho Belago LLC — Telephone: (562) 856-3819

Address: 201 Covina Ave, Suite 8 — Fax No. (562) 856-3820

City: Long Beach — State: CA — Zip: 90803 — E-mail Address: dave@rptrust.com

Contact Person: Dennis Rice

OWNER Name: Same as above — Telephone: ( )

Address: — Fax No. ( )

City: — State: — Zip — E-mail Address:

Contact Person:

REPRESENTATIVE Name: Inland Empire Development Services — Telephone: (951) 845-1003 cell 909-325-0430

Address 931 Monarch Court — Fax No. (951) 845-9775

City: Beaumont — State: CA — Zip: 92223 — E-mail Address: gibson2@msn.com

Contact Person:

APPLICATION CONTINUES ON REVERSE

PROJECT INFORMATION

Existing Zoning and General Plan Designations	
Proposed Zoning and General Plan Designations (if applicable)	
Existing Uses and/or Structures on Site	
Surrounding Uses: North	
South	
East	
West	
Lot Size(s) (Sq. Ft.) (Smallest/Largest)	Graded Area (sq. ft.)
Total Building Size (Sq. Ft.)	Impervious area (sq. ft.)
Setbacks: Front	Flood Zone
Side (interior)	
Side (street side)	
Rear	
Maximum Building Height	
Total No. of Parking Stalls:	
Standard	
Handicapped	

N/A

APPLICATION PROCESSING

Each application must be submitted with the required processing fee and all applicable submittal requirements. Additional information or materials may be needed before an application is accepted as complete. An incomplete application may be closed if it remains inactive for 180 days or more.

OWNER'S SIGNATURE

I, Ridge Ranch Belago LLC am the owner of the property described in this application and hereby authorize
Print Name

Dennis S. Rice to act on my behalf on matters pertaining to this application.
Applicant/Representative Name

Dennis S. Rice 5-18-2011
Property Owner's Signature Date

Note: If more than one owner, a separate page must be attached, listing the names and addresses of all persons (if a corporation, list officers and principals) having interest in the property ownership.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all the foregoing information is true and correct, and recognize that any false or misleading information shall be grounds for denial of this application. I also acknowledge that I am aware of and agree to indemnify the City in any legal proceedings pertaining to this request for discretionary land use approval. Section 9.02.310 of the Moreno Valley Municipal Code.

Dennis S. Rice 5-18-2011
Applicant's Signature Date

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RIDGE RANCHO BELAGO, LLC
8430 WEST BRYN MAWR AVE
SUITE 400
CHICAGO, IL 60631
773-695-1250

JP MORGAN CHASE BANK, N.A.
CHICAGO, IL 60603

2-1/710

DATE	CHECK NO.	AMOUNT
May 17, 2011	1194	**********$750.00

Pay:**********Seven hundred fifty dollars and no cents

PAY TO THE ORDER OF
CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK---HOLD AT AN ANGLE TO VIEW

⑈00000 1194⑈ ⑆071000013⑆ 154912 3⑈

Item No. E.3

MV00111760

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MV00111761

From: george hague
Sent: Thursday, May 05, 2011 2:55 PM
To: John Terell
Cc: Jeffrey Bradshaw
Subject: Please send my letter to all the Planning Commissioners today (5-5-11) concerning the West Ridge Commerce Center FEIR

Good afternoon Planning Commissioner,

I hope the planning department has helped those of you who are not use to reading Final Environmental Impact Reports (FEIR). I am sure it would help with the West Ridge Commerce Center FEIR.

In 2009 some Moreno Valley residents responded to a Notice of Preparation (NOP) for this project. These comments were to let those who prepare the document know what we wanted studied and answered in the Draft Environmental Impact Report (DEIR). You should realize that those who do the studies are paid for by the developer and realize that if they want a good reputation among the development community that their report must be favorable to the project. It would be better if we would go back to Moreno Valley's previous system where the report from consultants goes directly to the Moreno Valley Planning department instead of first passing through the hands of the developer where it many times gets massaged.

Last Fall The DEIR was made available which you should read. Different agencies/groups/individuals used the 45 days they were given to read and make comments on the adequacies of the West Ridge Commerce Center's DEIR. They turned in their comments during the first part of last December.

Section three of the FEIR has these commenters original letters which you will notice have been blocked off. You should make an effort to read each of these letters and only then read the responses which immediately follow the original letters. Many of those who write letters believe the responses do not do justice to their concerns and questions. On projects like this it is good to study what the Department of Transportation(DOT) and the South Coast Air Quality Management District (SCAQMD) wanted from this project and the responses they received. These and other agencies are to help protect us and guide us towards better planning. It is sad when responses to their letters are not serious, but just pass the buck.

In section two of the FEIR you will see what I call weasel words which require nothing. Words like "where feasible", "shall encourage", and "greatest extent practical" are just a few examples. These may sound good, but usually result in little, if any, mitigation. Words like "shall" and "will" instead of "should" are more binding and therefor avoided.

Section four has the Mitigation Monitoring Plan which should also be read in order that they are mitigating those items which are brought up in the comment letters.

Usually they bury at the end of some document that which they call "Overriding Considerations". These are the impacts to Moreno Valley which could not be mitigated. This could be such things as toxic diesel air pollution (pm 10 and pm 2.5) which cause significant health effects. It is very sad when projects make the air more toxic to breath-- especially for children and the elderly.

ATTACHMENT 23

Appendix A points out some of these air pollution problems and they should be read by decision makers.

Since I am sure most of you have regular jobs, I find it very sad that you have not been given time to do justice to this FEIR. It must be especially difficult when a couple of our weekends prior to your meeting have holidays that many people enjoy to celebrate. You should ask the planning department for more time to educate yourself by reading the document.

Your responsibility is to "protect the health, safety and welfare" of the residents of Moreno Valley. Only after you have read this document can you fulfill your responsibility.

Take care,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

From: george hague
Date: May 9, 2011 11:03:09 AM PDT
To: John Terell <JohnT@moval.org>
Cc: Jeffrey Bradshaw <JeffreyB@moval.org>, gracee@moval.org
Subject: West Ridge Commerce Center Experts & Editorial on Tortoises & Solar threat | Press-Enterprise Editorials | PE.com | Southern California News | News for Inland Southern California

Good afternoon/evening Planning Commissioner,

Lat week I sent you an email about reading the environmental documents for the West Ridge Commerce Center warehouse. I mentioned in that email how developer consultants/experts sometimes supply reports which benefit the proposed project---even when they are selected from an "approved" list. The last line of the second paragraph of this past Saturday's Editorial does a nice job of pointing this out where it reads "studies commissioned by the developer". I hope you will read this editorial and realize this happens on many projects. It is only when agencies like the Department of Transportation, South Coast Air Quality Management District and as well as others who job it is to help you plan for our city respond to DEIRs that you get a much more unbiased/independent view. I hope you will remember this when West Ridge Commerce Center and other developers respond in their FEIRs to these agencies letters.

Take care,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

Solar threat

08:24 PM PDT on Friday, May 6, 2011

The discovery of far more desert tortoises than expected near a planned solar power plant in the Mojave Desert should prompt federal officials to rethink the project. And the incident should spur federal officials to require independent environmental studies before bulldozers roll on future solar projects.

Last week, a U.S. Bureau of Land Management assessment found the $2.1 billion BrightSource Energy Co. project near Primm, Nev., would disturb up to 3,000 tortoises and kill as many as 700 young ones. That far exceeds an estimate of 32 of the threatened species at the site -- a number derived from studies commissioned by the developer. ATTACHMENT 24

After biologists relocated 39 tortoises -- the maximum allowed -- BLM officials last month ordered BrightSource to stop work on two-thirds of the 5.6-square-mile site. U.S. Fish and Wildlife Service officials will decide soon if completing the second and third phases of the Ivanpah Solar Electric Generating System -- which would nearly double the amount of solar electricity produced in the country -- would jeopardize the species.

The clean energy generated by this project is no excuse for federal officials to allow shoddy surveys that underestimate the tortoise population. A developer rushing to qualify for hundreds of millions in federal "stimulus" funding is hardly an objective source about issues that could obstruct construction. Federal officials should have required an independent biological survey before grading and construction work began in October. And that approach should be standard for the numerous solar projects now proposed for desert land.

In this case, the sheer number of the animals that would be killed or disturbed by the solar plant justifies a significant downsizing -- eliminating one or both of the last two phases. Federal officials could have avoided such backtracking had they had the right information before BrightSource broke ground.

Wildlife officials are likely under political pressure to let the developer proceed with much of the project. But even a compromise such as relocating large numbers of the animals would be highly risky. In 2008, the U.S. Army suspended a tortoise relocation effort at Fort Irwin after about 90 of the 556 tortoises moved died, mostly killed by coyotes.

The Mojave Desert, with endless sunny days, is not a bad place for solar power plants. But federal officials need to do a better job of surveying the native wildlife before construction starts. Green projects should not, ironically, degrade the very environment they are meant to help sustain.

From: george hague
Sent: Wednesday, May 11, 2011 10:29 PM
To: John Terell
Cc: Jeffrey Bradshaw; Grace Espino-Salcedo
Subject: PLEASE READ re West Ridge Commerce Center Final Environmental Impact Report (FEIR)
Good evening Planning Commissioners,

YOU NEED TO ASK TONIGHT NOT WHAT THE OPENING-YEAR TRUCK TRAFFIC WILL BE, BUT WHAT IS THE PROJECT DESIGNED FOR AND WHAT WILL THE TRUCK TRAFFIC BE WHEN THE PROJECT IS USED TO ITS FULLEST CAPACITY AND NOT LIMITED TO JUST REDLANDS BLVD IN FUTURE YEARS.

"Estimated opening-year average daily Project-generated truck traffic ingressing/egressing the Project site via Redlands Boulevard includes:

97 two-axel trucks;

220 three-axel trucks; and

539 four-axel trucks." (FEIR p 3-58 & p 3-88 & p 3-163 & other pages)

THESE NUMBERS ARE A DISSERVICE TO YOU AND THE PUBLIC. THE FULL IMPACTS ON TRAFFIC AND AIR QUALITY ARE NOT FULLING EXPLAINED AS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND THEREFORE THE FEIR IS INADEQUATE. THEY ARE REQUIRED TO BE EASILY UNDERSTOOD BY THE PULIC AND MITIGATED BEYOND WHAT WEST RIDGE COMMERCE CENTER TRULLY HAS COMMITTED TO IMPLEMENT.

You should not vote on this or any other project unless you have read the documents. You should never just rely on Staff Reports. The Planning Commission should represent all the many varied interests/concerns of the residents of Moreno Valley. I believe if you read all the letters from the agencies as well as the public and groups you will see that many of their legitimate CEQA concerns were not answered or the buck was passed.

Thank you,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

ATTCHMENT 25

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MV00111767

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May 12, 2011

Planning Commission
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

Community Development Director
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

VIA US MAIL AND FACSIMILE

RE: Final Environmental Impact Report for Westridge Commerce Center, State Clearinghouse No. 2009101008.

Greetings:

This firm submits the following comments on behalf of Residents for a Livable Moreno Valley, the Moreno Valley Group of the Sierra Club, and area residents after reviewing the Final Environmental Impact Report (FEIR) for the Westridge Commerce Center.

The California Environmental Quality Act (CEQA) was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the EIR as an informational document.

Unfortunately, the FEIR for this Project fails as an informational document. The EIR misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. The FEIR is also internally inconsistent, with statements and conclusions made from one section to another in conflict with one another.

On top of these inadequacies, the FEIR is almost constantly conclusory, and does not provide the analysis or examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions.

CEQA also requires that ***where feasible mitigation exists which can substantially lessen the environmental impacts of a project, all feasible mitigation must be adopted.*** In this way CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. For this project, the FEIR concludes that *unavoidable* adverse impacts will result to/from the following: aesthetics, air quality, noise, and transportation/traffic.

Feasible mitigation measures exist which would reduce these impacts, and ***which have not been required of this project.*** This is contrary to the requirements of CEQA, and the additional feasible mitigation provided in the comments must be required of this project.

Moreover, all mitigation measures required in the FEIR ***must be fully enforceable and certain to occur.*** This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable mitigation measures. While it appears that substantial mitigation was incorporated into the project, ***very little mitigation is actually enforceable and required.*** Also, some mitigation measures are included in the text revisions section, yet have not been incorporated into the Mitigation Monitoring Plan. This is unacceptable.

The FEIR fails to make findings supported by substantial evidence in the record. CEQA requires that an agency must make specific findings, based on substantial evidence in the record, where a project has been determined to have significant environmental effects. Here, the findings are nothing more than conclusory statements, and there is no attempt to trace the path from evidence to the conclusions reached. The findings made are not supported by substantial evidence in the record as discussed herein and in our previous comments on the DEIR.

The FEIR lastly fails to adequately respond to the significant environmental points raised in public comments pursuant to CEQA Guidelines. Particularly, Guidelines § 15088 (c) requires that a response to comments evince a "good faith, reasoned analysis." "Conclusory statements unsupported by factual information will not suffice." (Guidelines § 15088 (c).) The FEIR fails to properly respond to comments and often ignores comments altogether. Also, the responses tend to generalize specific comments made by the commenter. For instance, a comment regarding cumulative air pollution impacts which asks: "Has this been taken into consideration, and wouldn't it be advisable to restrict commercial land use to less concentrated populations of heavy polluters, such as diesel trucks?" is responded to generally: "The commenter expresses concerns regarding the cumulative effects (air pollution) of this Project when combined with other vicinity projects." (Comment and response for SCR-2) These generalizations tend to result in responses which do not respond to the comments and questions presented. This is contrary to the policies of CEQA.

In additional to the general comments above, the below specific inadequacies were discovered upon review of the FEIR:

Text Revisions:

- Revision to 3.5.12 Screening: It is unclear why the sentence ends in an ellipsis. Was more intended to be included here?
- The language of Air Quality Mitigation 4.3.8 is uncertain and vague.
    - The introductory statement is unclear and should be omitted, as discussed below.
    - Where the mitigation measures state that a measure shall be used "where feasible," this language must omitted or changed to read where "technologically feasible" so that the mitigation measures are certain and enforceable.

- At Mitigation Measure 4.3.13 for GHG's, lease/ purchase documents must require, not merely encourage lessors or purchasers to comply with the measures provided.
- Mitigation Measure 4.7.2 states that artifacts will be curated where preservation in place is infeasible. This measure should require that this determination of infeasibility be made by a qualified archaeologist and approved by the City.
- At Mitigation Measure 4.7.3: the paleontological mitigation-monitoring plan must be developed prior to project approval so it may be determined that such mitigation is sufficient to reduce paleontological impacts. As is, the paleontological mitigation-monitoring plan is impermissibly deferred per CEQA and case law. Also at the third bullet, the word "salvage" should be changed to something which implies that fossils are being properly cared for. Likewise, "to avoid construction delays" should be removed: the purpose is to mitigate for potentially significant paleontological impacts, *not* to remove all impediments to construction as quickly and haphazardly as possible.
- Mitigation Measure 4.8.5 should require that all habitat replacement, revegetation and mitigation for impacts to riparian habitat be implemented by an approved biological monitor. The measure should also require that, if in 3 years the success criterion of 80% has not yet been achieved, revegetation and other mitigation shall continue until such criterion is achieved.

Responses to Comments:

Responses to Johnson & Sedlack Comments:

Response to JS-5 does not evidence a good faith, reasoned response. First, the response states that despite a finding of significant and unavoidable impacts to agriculture in the GPEIR, the agricultural impacts of this project are less than significant. To the contrary, a reasoned outlook would find project impacts to be significant and unavoidable as detailed and considered in the GPEIR, and for which a statement of overriding consideration was necessary. Second, the response ignores the fact that, where an EIR tiers off of a broader EIR, CEQA requires that effects of later projects should be evaluated if they are *susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, the imposition of conditions, etc.* (Guidelines § 15152) Here, Johnson & Sedlack has provided two possible mitigation measures, namely conservation easements or donation of funds, which would reduce the project's impacts to agriculture and therefore must be considered.

Response to JS-6 does not provide a reason for failing disclose that the project is located in a PAKO zone. The response also states, without substantiation, that there is no indication that the project would interfere with animal keeping, where the project would plainly alter the rural nature of the area. (DEIR p. 5-5)

Response to JS-7 is incorrect. Specifically, the comment stated that the assumption of zero VMT for on road truck travel was erroneously assumed in the Air Study. At Appendix A, page 1 Phase: Fine Grading 7/1/2009-7/15/2009 (Phase 2 Grading), the air study plainly states On Road Truck Travel as zero. The air quality analysis remains flawed and understates impacts from fine grading.

Response to JS-14 and other comments apply a too strict standard for evaluating mitigation measures proposed by commenters on a DEIR. A commenter need not demonstrate the quantitative efficacy of a measure nor a nexus between each mitigation measure presented and its benefit. This demonstration of need and nexus is a requirement of the measure itself to be determined by the lead agency. (Guidelines 15126.4(a)(4) and (5).) Rather, a commenter need only suggest specific alternatives and/or mitigation measures that would avoid or mitigate a significant effect. (Guidelines § 15204(a).) The comment states that measures proposed will reduce construction air quality emissions.

Moreover, the mitigation measures deemed "incorporated" per JS-14 are not actually incorporated as project mitigation at MM 4.3.8. Namely, the "mitigation" does not apply to the project itself, but instead must be notated in "Grading plans, construction specifications and bid documents…" The measures may not be implemented for construction of the project itself while still complying with the terms of MM4.3.8, namely by adding a notation within the construction documents. Hence, this supposed incorporation of mitigation measures does not actually occur, and not all feasible mitigation has been required of this project. MM4.3.8 is uncertain and unenforceable.

JS-14 number 20 is not included in MM 4.3.13 in the Mitigation Monitoring Plan, despite the statement to the contrary. Moreover, MM4.3.13 generally applies to operational impacts and not construction impacts, as evidenced by the timing of monitoring, "Before issuance of first Certificate of Occupancy," and thus will not mitigate for construction emissions. Number 21 is included, but with the limit that "a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit." This is a severe limitation on the measure recommended and such limitation is not disclosed in the response to comments. The mitigation measure *as recommended* must be adopted.

Response to JS-15 is unresponsive to the comment made regarding the need to note variances from URBEMIS defaults for informational purposes. The comment does not state that variances from defaults are improper, as the response asserts, but merely that they must be disclosed.

Response to JS-17 alleges that, "The Lead Agency cannot control emissions from the tailpipes of vehicles traveling to/from the facility." This is simply untrue. The lead agency may adopt mitigation measures, such as those recommended by the commenter requiring that lessees/purchasers become SmartWay partners, meet 2010 air quality standards or better, etc.

Response to JS-19 has the same problems as the response to JS-14, ***namely that almost all of the mitigation measures deemed "incorporated" at MM4.3.13 are not actually incorporated as certain and enforceable mitigation measures of the project.*** Instead, MM4.3.13, bullet 7, merely requires that, "Lease/purchase documents shall identify that tenants are *encouraged* to provide incentives to realize the following…" [emphasis added]. Hence all that is required is a *written provision* in the lease/purchase documents *encouraging* the use of incentives, not any actual requirement that mitigation be implemented. These repeated untruths in the response to comments cause the FEIR to fail as an informational document and are completely contrary to CEQA policy that mitigation be certain and enforceable.

Likewise, JS-19 number 19 is not incorporated into mitigation as stated in the Response and is vague and uncertain. In 4.3.10 (not 4.3.11 as stated), the mitigation required is that "All entrances shall be *posted with signs* which state: ...Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes..." [emphasis added] The mitigation does not prohibit the idling of trucks in excess of three minutes, but instead merely requires the posting of signs to that effect prior to the first Certificate of Occupancy.

Response to JS-30 is unresponsive to the comment made regarding insufficient project noise mitigation. Response to JS-31 provides no reason for failing to incorporate the performance standard of noise barriers which will reduce noise at sensitive receptors to no more than 60dBA Leq, particularly.

Response to JS-33 (1) refuses to incorporate mitigation measures which would reduce significant construction noise impacts without finding that such mitigation is infeasible. Instead, the response merely states that such mitigation is not required, but is only recommended, by the Noise Impact Analysis. CEQA provides that agencies may not approve projects for which feasible mitigation measures exist which would reduce a project's significant environmental effects. Here, the comment suggested feasible mitigation to reduce construction noise impacts which were, in turn, recommended in the Noise Impact Analysis. Such mitigation is not shown to be infeasible, and therefore must be incorporated in the project. At (4), the mitigation at 4.3.8 is inadequate and unenforceable. At (5), MM 4.3.10 does not prohibit the idling of trucks in excess of three minutes, but instead merely requires the posting of signs to that effect prior to the first Certificate of Occupancy.

Response to JS-34 incorrectly insinuates that, in determining a projects noise impacts, the noise from transportation/trucks should be omitted. While ambient noise may not be included to determine a project's noise impacts, impacts directly related to the project's operations must be included in the EIR's determination, as they are incorporated into the whole of the project. This response is also greatly unresponsive to the comment made.

Response to JS-35 merely restates the EIR and does not evidence a good faith response to the comment made. Specifically, the comment notes that the EIR does not provide data regarding groundbourne vibration levels nor evaluate potential impacts to people. The response repeats these issues, but fails to address them in the EIR, or alternatively to provide a reason for failing to correct the EIR.

Response to JS-39 does not evidence a good faith, reasoned response to the comment made and does not adopt feasible mitigation to reduce project noise impacts.

Response to JS-40 is unresponsive to the comment made regarding impacts to 1-215. The response instead dissolves into a discussion of SR-60.

Response to JS-42 (5) and (6) are included at MM 4.3.8, but in a manner which is unenforceable and requires zero actual mitigation to occur, as discussed above regarding JS-14. Numbers (7)

and (8) are not included at MM 4.3.8 at all, despite the statement to the contrary in the response to comments.

Response to JS-53 is conclusory and does not evidence a good faith, reasoned response to the comments made.

Other Responses to Comments

Please note that many responses to comments are repeated throughout the FEIR. The evaluation of inadequate responses below will often refer only to the first time the response is given, where such responses are repeated. Moreover, such inadequacies are likely discussed with regards to responses to Johnson & Sedlack's comments above.

- Response to CDFG-10 does not provide a good faith reason for failing to require a 3:1 replacement ratio of riparian habitat as recommended by CDFG. Specifically, CDFG stated that, "The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or offsite at a minimum 3:1 replacement-to-impact ratio…" The response cites no reason based on substantial evidence in the record for failing to incorporate this mitigation.
- Response to EMWD-2 is inadequate and conclusory. The commenter noted that impacts from construction will likely create impacts to service which must be evaluated in the EIR. However, the response states, based on no evidence in the record, that the conclusions of the Draft EIR are not affected by the inclusion of this potential impact in the EIR's analysis. Such analysis must first be conducted in order for this conclusion to be made.
- Response to RCFC-3 does not respond to the comment made. The commenter stated that the Project must *demonstrate consistency* with the MSHCP, not that the project must comply with the MSHCP requirements. A project may comply with the MSHCP requirements and still be inconsistent.
- Response to MA-4 is conclusory and not based on reasoning or evidence in the record.
- Response to MA-7 is unresponsive to the comment made regarding impacts to freeways, overpasses, and roads which will not receive the fees paid by this project for improvements and for which improvements are uncertain. The response also seems to suggest that the project will be gifting massive sums of money to the state and region for improvements. This response fails to state, however, that the fees to be paid by this project are for the purpose of mitigating this project's environmental impacts.
- Response to MA-10 is contradictory and does not respond to the comment made. The response states that project traffic will not pass through residential neighborhoods, while noting that properties adjacent to the access road to the site are designated residential. Moreover, the comment made stated that trucks often pass through "or near residential areas." Also, the comment clearly states that, for truck impacts *to roadway surfaces*, 1 truck =1,000 cars. The referenced portion of the EIR instead discusses traffic/ truck volume impacts, not necessarily impacts to roadway surfaces.

- Response to LA-2 does not respond to the comment made which inquires which mitigation measures were found to be infeasible and will not be required of this project.
- Response to LA-3 is unresponsive to the comment made. The comment inquires what protection measures against Diesel PM will be implemented for the warehouse workers, and the response merely states that the impacts to on-site workers are not analyzed in the EIR. Nonetheless, mitigation measures, conditions, and project design may implement *protection* measures. Also CAL/OHSA may require additional worker protection measures. The FEIR is thus unresponsive to the comment made.
- Response LA-4 is conclusory and states, without reference to any evidence in the record that, "No potentially hazardous materials, beyond those described [paint, solvents, fertilizers, etc.] are anticipated to be handled at the site." There is simply no basis for this conclusion. The remainder of the commenter's concerns regarding spills and smoke plumes are unaddressed.
- Response to LA-5 states that the level of LEED certification cannot be determined as the tenants and uses are unknown. However, it would be feasible to require at least LEED silver certification by contract specification. If a higher LEED certification was deemed possible, there is no bar from achieving that higher level.
- Response to GB-2 is unresponsive to the comment made. Namely, the commenter merely asked what "environmental aspects" of the site are missing from the Geotechnical investigation. This question remains unanswered in the response.
- Responses to GB-5, GB-7, and GB-9 neither make needed changes to the EIR nor provide good faith, reasoned responses for determining not to make those changes. Specifically, the commenter asked why the Casa Loma fault was not included in the EIR when it is proximate to the project. The responses ignore the EIR's role as an informational document and determined that, since the project would nonetheless comply with the California Building Code, such information could be omitted. This is contrary to the information disclosure requirements of CEQA. Likewise, the response at GB-5 notes that the Casa Loma fault was likely not included in the UBCSEIS database. None of these three responses, however, support a determination that the project will not be impacted by this fault.
- Response to GB-8 is unresponsive to the comment made.
- Response to GB-10 neither makes needed changes to the EIR nor provides good faith, reasoned responses for determining not to make those changes. The commenter points out scenic resources which were unincorporated into the EIR and the DEIR description, and the response seems to concur that these scenic resources are significant and were omitted. Beyond such concurrence, however, no changes are made to the EIR or explanation given for determining not to make those changes.
- Response to CCA-1 is unresponsive to the comment made. The commenter specifically asks what mitigation will occur for cumulative traffic and diesel impacts. No response to this inquiry is given.
- Response to CCA-2 is likewise unresponsive to the inquiries made regarding noise impacts and mitigation for cumulative impacts.
- Response to CCA-3 does not evidence that the project adopted all feasible mitigation. Comment CCA-3 recommended additional and certain mitigation which was not discussed in the response and not determined to be infeasible. Such measures as retrofit

all trucks and phase them in over a period of time must be included to reduce the project's air quality impacts.

- Response to FNSJ-3 is unresponsive to the comment made. The commenter stated that agricultural impacts for this project were deemed potentially significant and should be mitigated through the purchase of conservation easements. The response ignores the fact that, where an EIR tiers off of a broader EIR, CEQA requires that effects of later projects should be evaluated if they are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, the imposition of conditions, etc. (Guidelines § 15152) Here, the commenter plainly states that such potentially significant impacts could be reduced through purchase of conservation easements, and the comment should be given substantial consideration.
- Response to FNSJ-4 does not find that it is infeasible to require that off-road heavy construction to meet CARB Tier III or better certification. Such mitigation is feasible and would significantly reduce the project's air quality impacts. The measure must be required.
- Response to FNSJ-7 combines many comments and provides conclusory, unreasoned, and unresponsive responses. The response ignores the comment calling for a discussion of air quality impacts to health risks and impacts to biological resources.
- Response to FNSJ-8 combines the response to at least four comments into one, and goes on to ignore several of the comments made. For instance, there is not response made to the comment that growth inducing impacts on air quality were not evaluated.
- Response to FNSJ-12 does not evince a good faith, reasoned response to the comments made that impacts from global warming on the project must be analyzed; potentially exacerbated project impacts as a result of climate change must be analyzed; and global warming impacts on water supply and flooding must be analyzed.
- Response to FNSJ-16 does not respond to the question raised regarding onsite eating facilities.
- Responses to FNSJ regarding mitigation measures (FNSJ-18-20) seem to state that the *commenter* need to demonstrate that mitigation is either required or a nexus such that mitigation is necessary. This is not a showing required of a commenter in proposing mitigation; this is a requirement of the measure itself to be determined by the lead agency, as discussed above. (Guidelines 15126.4(a)(4) and (5).)
- Response to FNSJ-22 notes that four of the alternative sites considered are not available, yet irrationally concludes that by considering four unavailable and impossible alternative sites, a reasonable range of alternatives was considered. None of these "alternatives" may be included in the range of alternatives considered when, in fact, only Alternative Site 5 was considered. The response also does not address the issue of quantification of impacts raised by the commenter.
- Response to SG-1 is unresponsive to the comment made. The commenter notes the potential for blight in the area due to unoccupied buildings, aesthetic impacts, and long term growth inducing impacts from the zone change. No response is made to these issues.
- Response to SG-8 does not respond to the issue raised of reinforcing the roof and installing solar panels.

- Response to HF-1 is unresponsive to the comments made and fails to demonstrate a good faith, reasoned response.
- Response to SM-3 is conclusory and fails to provide reasoning. Likewise, NDN-5. The project fails to incorporate feasible mitigation recommended previously by Johnson & Sedlack, discussed above, including mitigation recommended in the Noise Impact Study.
- Response to DR1-6 is unresponsive to the comment made suggesting an alternative site by March Global Port.
- Response to SC-4 does not respond to what time of day truck trips are expected, merely that the project is assumed to be operation 24/7. This is unresponsive to the comment made and fails to provide any hourly expectations, particularly during peak hours.
- Response to TT-7 does not find it infeasible to require additional wall offsets in order to mitigate for aesthetic impacts. Instead, the response purports to defer this potential mitigation to a later time. This is improper and this mitigation measure must be required of the project.
- Response to TT-11 does not incorporate or find infeasible the mitigation recommended including requiring that a percentage of the fleet vehicles of tenants be low or zero emission and requiring soot filters or the latest available technology.
- Response to RJ-C-1 is unresponsive to the comment made.

Mitigation Monitoring Plan:

The following comments on the MMP are in addition to comments made previously in the "Text Revisions" section.

Traffic:
Many of the traffic mitigation measures state that the improvement will be funded through participation in the TUMF, DIF, or other fair share program. It is unclear in the MMP, however, whether the applicant need only pay into the program prior to issuance of the first building permit, or whether the improvements must be completed prior to issuance of the first building permit in order to mitigate for the traffic impacts listed. This should be clarified so that mitigation is certain and enforceable in the monitoring program.

Air Quality:
Not all feasible mitigation has been adopted to reduce air quality impacts from the project.

MM 4.3.2 in the MMP does not make the alterations stated in the responses to comments and text revision section (removing "during smog season", etc.) Moreover, trucks should be limited from idling beyond 3 minutes.

MM4.3.4 requires that contractors for the project will use CARB Tier 2 equipment or better. It is feasible to require at least Tier 3 certified or better.

For MM 4.3.6, it is feasible to require that only existing electrical power sources may be used; no diesel or gasoline powered generators shall not be utilized for project construction.

For MM 4.3.8, the language creates uncertain and unenforceable. Measures must only be included in plans and bid documents which may be subsequently altered and are not required of the project itself as written. The language must be changed to delete the introductory statement such that the mitigation measures apply directly to the project. Also, at bullets 6, 8, 9, and 10 which state that a measure shall be used "where feasible," this language must omitted or changed to read where "technologically possible." Likewise, at bullet 12, the "greatest extent practical" language must be deleted. As currently written, such mitigation measures are unenforceable and contrary to CEQA. Finally, bullet 14 states that all forklifts used in the operation of the Project shall be electric or natural gas powered, where MM 4.3.8 applies only to construction and construction contracts. This measure should be repeated elsewhere to reduce operation air quality impacts of the project.

MM 4.3.10 represents only one half of the mitigation measure- the posting of signs. An additional mitigation measure and/or monitoring program must be adopted for the second half of the mitigation measure-enforcement of the measures by the on-site facilities manager (or equivalent.) As written, this mitigation measure is uncertain and unenforceable.

MM 4.3.11 requires less mitigation than stated in the EIR. Namely, the EIR and responses to comments have repeatedly stated that the project will surpass Title 24 standards by 20%, yet the mitigation measure actually requires this surpassing of Title 24 by 20% only for "water heating and space heating and cooling." This limitation must be removed from the language of the mitigation measure. It is feasible to require that the project surpass Title 24 by 20% for the project as a whole, and in fact, feasible to surpass Title 24 by 30%.

MM 4.3.13 bullet 7 is completely uncertain and unenforceable. The measure provides that lease/purchase documents shall *note* that tenants are "encouraged" to provide incentives to realize mitigation measures. This introductory language must be removed and the mitigation measures required of the *project itself* through lease/purchase contracts. Moreover, most of the mitigation measures included in MM4.3.13 bullet 7 would reduce air quality emissions, namely Diesel PM, not merely GHGs as stated.

Noise:
Mitigation measures adopted for noise require that "Project plans and specifications shall include a statement that…" Again, no mitigation or monitoring is actually required of the project itself, only the written documents. No mitigation of project impacts is certain to occur.

MM4.4.2 is unenforceable, as the language of the measure requires that equipment be staged in areas that will create the "greatest distance" between noise and off-site receptors. A minimum distance or performance standard must be required to ensure that the distance chosen mitigates noise impacts.

MM 4.4.3 is uncertain, as it requires that haul routes not pass sensitive land uses or residences "[t]o the extent feasible." This feasibility language must be removed so that this measure is certain and enforceable.

MM4.4.4 is unenforceable as it provides for the "maximum reduction for noise sensitive uses." Some performance standard or specific type of noise curtain must be specified to ensure that the maximum reduction for noise sensitive uses actually occurs.

Water Supply:
There is no monitoring plan for MM 4.5.4.

Cultural Resources:
The mitigation and monitoring for MM 4.7.2 must occur throughout excavation and grading activities, not "Prior to issuance of first Certificate of Occupancy."

Alternatives:
A substantial number of comments concern the consideration of an inadequate range of alternatives, namely the *consideration of only one viable alternative site*. Alternative Sites Nos.1-4 are unavailable and were presumably included in the EIR in order to deceive the public and decision-makers into believing that an adequate range of alternatives was considered. The responses to comments concur that only Alternative Site No.5 was a viable alternative. (*See,* Response to FNSJ-22) Additional alternative sites must be considered for this project in order for there to have been consideration of a reasonable range of alternatives.

Statement of Overriding Considerations:
A statement of overriding considerations is improper with this project as the project will have extensive environmental impacts, as discussed above, yet only minimal project benefits. The project will have adverse impacts to/from the following: aesthetics, air quality, noise, and transportation/traffic. This includes substantial concerns for human health, including health risks from air pollutant emissions and health risks from excessive noise. These are major environmental risks which must be deemed offset by the economic, legal, social, technological, or other benefits of the project. (Guidelines § 15093(a).) This project will generally only benefit the developer of the warehouse. Yes, the project could create some new jobs in the area and generate some annual taxable sales, yet as noted by many commenters, warehouses already developed in the area remain vacant. These speculative benefits are comparatively insubstantial when compared to project risks. A statement of overriding considerations cannot be adopted for this project.

Thank you for your consideration of the above comments.

Sincerely,

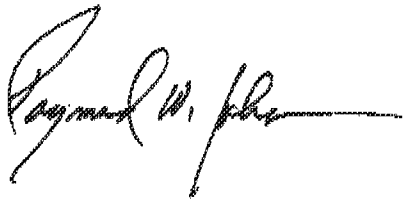

Raymond W. Johnson
JOHNSON & SEDLACK

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MV00111779

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-Mailed: May 12, 2011 May 12, 2011
jeffreyb@moval.org

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

Review of the Final Environmental Impact Report (Final EIR) for the Proposed West Ridge Commerce Center Project

The South Coast Air Quality Management District (AQMD) appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the lead agency and should be considered prior to certifying the Final Environmental Impact Report (Final EIR) as appropriate.

The proposed project will result in at least 856 trucks per day serving a warehouse that is approximately one million square feet. As a result, the AQMD staff is concerned about the significant air quality impacts and elevated cancer risk impacts to sensitive receptors (i.e., residences adjacent to the project site) from the high volume of diesel truck traffic generated by the proposed project. On December 10, 2010 the AQMD staff provided comments on the draft EIR regarding these impacts and expressed specific concern about the project's air quality analysis and health risk assessment (HRA). Further, AQMD staff suggested a list of mitigation measures to reduce the project's significant air quality impacts.

On May 2, 2011 the AQMD staff received the response to comments in the most recent staff report. Upon review of this document we continue to have concerns regarding the project's significant air quality impacts, potential deficiencies in the health risk assessment, mitigation measures and land use compatibility. Specifically, the AQMD staff recommends that the lead agency revisit the operational profile in the HRA to ensure that it is consistent with the traffic study. Also, given that the proposed warehouse project will require a significant number of trucks that travel adjacent to residential land uses the AQMD staff recommends that the lead agency provide additional mitigation to

reduce the project's significant truck emissions and revisit the size of the proposed setback between the trucks serving the project and future and current residential uses. Details regarding these concerns are enclosed.

AQMD staff is available to work with the lead agency to address these air quality issues and any other questions that may arise. Please contact Dan Garcia, Air Quality Specialist CEQA Section, at (909) 396-3304, if you have any questions regarding the enclosed comments.

Sincerely,

Ian MacMillan
Program Supervisor, CEQA Inter-Governmental Review
Planning, Rule Development & Area Sources

Attachment

IM:DG

SBC110428-02
Control Number

1. Health Risk Assessment Methodology

AQMD staff originally commented on potential methodological deficiencies in the HRA presented in the Draft EIR. We appreciate the response to those comments, and have the following comments based on those responses. AQMD staff is still concerned that the HRA methodology in the Draft EIR may underestimate potential health risks to nearby sensitive receptors based on the following points.

- The HRA source geometry does not reflect the layout of the proposed building as detailed in Figure 3.5-4 of the Draft EIR and Exhibit 5-4 of the Transportation Impact Analysis (TIA) appendix. The primary difference between the modeled approach and the project description in the EIR is the location of truck entrances to the facility. The project description and TIA indicate that up to 80% of the truck traffic serving this facility will travel along the future Eucalyptus Avenue, just south of the site. However the HRA assumes that the majority of truck traffic enters the facility through eastern and western entrances, and that Eucalyptus Avenue only accommodates 29.7% of all truck traffic. This discrepancy yields an underestimation of approximately 430 truck trips per day travelling along Eucalyptus Avenue. Without considering the diesel emissions from these trips, the risk reported for the residential receptors located closest to the facility just south of Eucalyptus Avenue will be underestimated.

- The HRA underestimates the amount of trucking activity that will occur onsite by not including onsite traveling emissions. Given the significant size of the project, each truck can be expected to travel approximately ¼ mile in the southern truck entrances and loading areas onsite and nearly ¾ mile in the northern loading areas and western entrance. With 856 truck trips per day, this omission yields an underestimate of approximately 200 miles of onsite trucking activity per day. Without including the diesel emissions from this activity, the health risk reported in the Final EIR is underestimated.

- The proposed mitigation measure of reducing idling to a total of 3 minutes onsite for each truck may not be achievable given the description included in the EIR. For example, it is unclear how the project proponent will enforce the measure with 856 trucks per day (equal to approximately two truck trips onsite each minute of a 24 hour day) on a 50+ acre site with 173 docks and 175 truck parking stalls. The lead agency should either include specific provisions that establish how this measure will be enforced (e.g., onsite staff dedicated solely to monitoring diesel activities), or revise the HRA to include a more realistic composite onsite idling time of 15 minutes per truck (5 minutes entering, 5 minutes onsite, 5 minutes exiting).

2. Land Use Compatibility Mitigation

AQMD staff appreciates the inclusion of the proposed amendment of Municipal Code 9.05 as a part of this project. This amendment requires that industrial and warehouse projects greater than 50,000 square feet in size be separated from any residential district

by a distance established by an air quality or noise analysis, with a minimum of a 250-foot setback. This is a forward-thinking measure; however, its overall effect may be substantially reduced by not including a cumulative analysis of the primary truck route serving the facility in the distance measurement. For example, in the current project over 680 truck trips per day serving this facility will pass adjacent to a residential district south of the future Eucalyptus Avenue. This significant trucking activity may produce emissions that surpass those produced in the southern loading area. However, as written the setback area is measured from the loading area, not the truck route. AQMD staff recommends that the lead agency include truck routes within this amendment.

3. Regional and Localized Air Quality Mitigation

AQMD staff appreciates the addition of a mitigation measure in the Final EIR to address diesel emissions from trucks. However, given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM10 and PM 2.5 emissions the AQMD staff recommends that the lead agency revise Mitigation Measure 4.3.13 to ensure that these impacts are minimized. Specifically, the lead agency should revise the aforementioned measure to extend this requirement to any fleet owners/operators that serve the proposed project; therefore, the measure should be revised as follows:

- Lease/purchase documents shall identify that tenants are encouraged to provide incentives to use of fleet vehicles conforming to 2010 air quality standards or better.

- If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, tenants of the project and/or fleet owners and/or operators that serve the proposed project shall apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB, and shall use those funds if awarded.

Information about various funding programs can be found the following websites:

- http://www.aqmd.gov/tao/Implementation/index.htm and

- http://www.arb.ca.gov/msprog/truckstop/azregs/fa_resources.php

From: Paul Claxton
Sent: Wednesday, May 11, 2011 5:42 PM
To: Jeffrey Bradshaw; John Terell; Grace Espino-Salcedo
Subject: West Ridge Commerce Center

Mr. Bradshaw, Mr. Terell, and Ms Espino-Salcedo,

I am writing to express my concern about plans to put in another nearly one million square foot warehouse.

I bought my home ten years ago in a very different Moreno Valley. I work at March Air Force Base and when we moved here from Washington state my family looked at a number of towns in the area – Corona, Riverside, and Moreno Valley among others. What struck me about Moreno Valley was the beautiful east end of ranches and open land. The city struck me as a pleasant bedroom community to raise my family, grow old, and retire in. That's no longer the case. The city seems hell bent into becoming another Ontario or San Bernadino full of warehouses, lower wage jobs, traffic, noise, pollution, crime, and high taxes. Sorry, I am at a point in my career that I can afford to pull out and move if I have to and it is very apparent to this frog that the pot is on the range top and the water is getting warmer. The crime rate is already soaring with the violence brought here by the gangs and the drugs they freely peddle on our streets without having to drive out more tax payers for additional renters and section 8 housing.

I live just a couple short miles away from this second stake into the heart of the valley. The Sketcher's warehouse has yet to open and I can hardly wait for 200 semi-trucks an hour to roll down the 60 freeway, Ironwood and other side streets creating noise and pollution. This warehouse hasn't created another job in the city yet, I find it hard to imagine that people would sell their homes in Ontario and move here to be 15 miles closer to work, unlikely.

Paul Claxton
Moreno Valley

ATTACHMENT 28

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MV00111785

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: A PUBLIC HEARING FOR CONSIDERATION OF THE REVISION OF TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT, SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, APPLICATIONS FOR LIGHTING, SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR GENERAL ON-SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING CITYWIDE. THE APPLICANT IS THE CITY OF MORENO VALLEY.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no action is required. Should the City Council choose to adopt the new standards, the following actions are required:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **ADOPT** Ordinance No. 2011-831, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

ADVISORY BOARD RECOMMENDATIONS

On April 14, 2011, the Planning Commission conducted a public hearing to review proposed revisions related to lighting for general site, street and athletic field/park lighting citywide. At the conclusion of the public hearing and Commissioner debate, the Commission unanimously recommended that the City Council not amend lighting provisions within the Municipal Code to include a dark sky emphasis for general site, street and athletic field/park lighting.

The Planning Commission stated a number of reasons for their recommendation for denial including, but not limited to, their belief that the proposed dark sky ordinance revisions to existing Municipal Code lighting standards would be intrusive to both residential homeowners and commercial/industrial projects, curfew lighting having the potential to create reduced lighting conditions and the potential for reduced lighting within parking lot peripheries. The Commissioners mentioned that the reduction of lighting in the later night hours may lead to potential public safety issues and that some provisions such as the night lighting curfew and light wattage requirements may be difficult to enforce.

BACKGROUND

On October 20, 2009, the City Council provided direction for staff to review existing lighting standards and provide proposed dark sky provisions for consideration. The review of existing lighting ordinance standards is a direct result of the settlement agreement reached on January 7, 2010, between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project and the Skechers warehouse building.

The current City of Moreno Valley Municipal Code lighting requirements include provisions to curb on-site lighting such as the current limit for lighting at property lines to a maximum of 0.5 foot candle and residential lighting fixture limit of twelve feet in height. Some of the current lighting standards however, do not facilitate a dark sky approach or assist in promoting energy efficiency. For example, the City currently requires that parking lots and other public spaces be lit “from dusk to dawn” which exceeds the hours of operation for most retail and non-retail properties, especially office and religious establishments.

Research conducted by the Planning Division found that only a few cities had adopted dark sky ordinances. Surrounding cities such as Riverside, Perris and Redlands have not adopted dark sky ordinances. Although the settlement agreement suggested utilizing standards from the City of Palm Desert, a combination of ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas, San Diego and other cities were reviewed. Standards within these ordinances and draft guidance standards by the International Dark-Sky Association were the basis for the revised lighting provisions.

The primary purposes of changing current lighting practices and drafting a dark sky ordinance include**:**

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the negative effects of night lighting.

DISCUSSION

Pursuant to the direction provided by the City Council, staff developed revised onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields for City Council consideration. Based on provisions within the settlement agreement, staff was to report back to City Council with draft lighting requirements and recommendations for consideration without commitment to adopt an ordinance.

Some of the major modifications proposed to the existing lighting standards include:

- Revised development and performance standards including maximum wattage of light bulbs for single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);
- All lighting to include full cutoffs to prevent excess trespass for residential-multiple family and all non-residential properties.
- A further reduction of permitted light trespass or spillover lighting on adjacent properties for all non-residential and multi-family residential properties to not exceed 0.25 foot candle minimum maintained lighting measured from within five (5) feet of any property line consistent with language in the Palm Desert ordinance. This compares with the existing ordinance standard to not exceed 0.50 foot candle at the property line.
- The inclusion of height limits for hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet; and non-residential lighting height limits of 30 feet, except within 100 feet of a residential use, where the maximum height would be 20 feet and walkway/courtyard lighting with a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting for non-residential uses requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.
- The addition of athletic field lighting standards to include horizontal cutoffs to reduce vertical lighting above the fixture for new lighting and retrofit fixtures and a maximum lighting value for lighting recreational athletic fields to be an average maintained 50 foot-candles.

- The modification of existing street light standards to indicate that the installation of street lighting is solely for the purpose of illuminating the public right of way in conformance to the city street lighting standards, which include the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

In the process of updating current lighting standards, staff established a subcommittee with members from the departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utility and Parks and Community Services. All department representatives of the subcommittee assisted in drafting revised lighting language, reviewed draft dark sky lighting standards, and have agreed to the proposed modifications as presented and attached to this report in cross-out/underline and clean copy formats.

ALTERNATIVES

1. Based on the recommendation of the Planning Commission, reject the proposed draft dark sky lighting modifications and not take action on the ordinance.

2. Approve the proposed draft dark sky lighting ordinance as written.

3. Approve the proposed draft dark sky lighting ordinance with modifications. The Council could elect to remove or modify items such as the lighting curfew, provisions modifying additional spill-over lighting adjacent to adjoining properties or restricting wattage of lighting for residential and/or non-residential properties.

4. Return the proposed dark sky lighting ordinance back to the Planning Commission with further direction.

NOTIFICATION

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on June 24, 2011, and was mailed to the Sierra Club.

ATTACHMENTS

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.
8. Planning Commission Report dated April 14, 2011, excluding attachments
9. Planning Commission Minutes of April 14, 2011

Prepared By:
Mark Gross, AICP,
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00111791

NOTICE
OF
CITY COUNCIL
PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The amendment would modify current lighting provisions including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Clerk or City Council on or before the following meeting date:

Tuesday, July 12, 2011
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

A7 **Item No. E.4**

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MV00111793

ORDINANCE NO. 831

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI APPLICATIONS FOR LIGHTING AND SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use.

ATTACHMENT 2

All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting should not cause nuisance levels of light or glare on adjacent properties.

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as residential hillside and open space areas. Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to

adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

EXHIBIT A

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface, unless otherwise approved, for visibility and security. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be

beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type_and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of maintained lighting.

2. Aisles and passageways related to and within a building complex, during the hours of darkness, shall be illuminated with a maximum of one-half (0.50) to one (1) foot candles of maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure not to exceed a height of eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

2. Lighting should improve the visual identification of residences and businesses.

3. Energy efficient lighting of buildings is encouraged.

4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements.

5. The location, color and intensity of private lighting should relate to and complement public lighting.

6. Lighting fixture design should complement the overall design theme of the project in which they are located.

7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare.

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

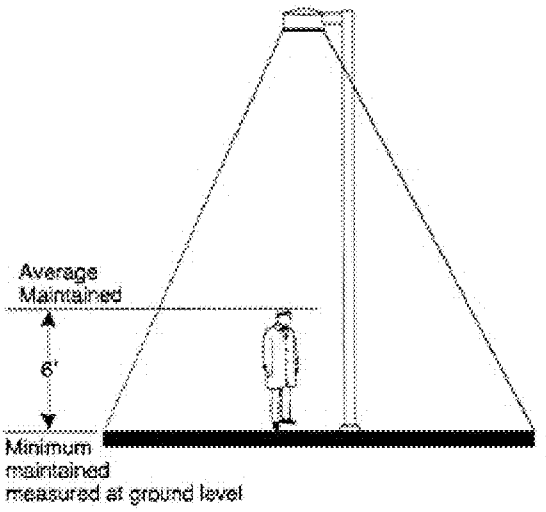

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

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9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

ATTACHMENT 3

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security ~~over the entire parking surface~~. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within

five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor

light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures~~.

~~I. General Guidelines.~~

~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

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MV00111821

~~9.08.190 Street lighting.~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

ATTACHMENT 4

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MV00111823

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

ATTACHMENT 5

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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MV00111827

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~Type~~	~~Characteristics~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ – 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ – 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

ATTACHMENT 6

~~3.~~ 2. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

~~4.~~ 3. Energy efficient lighting of buildings is encouraged.

~~5~~. 4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

~~6.~~ 5. The location, color and intensity of private lighting should relate to and complement public lighting.

~~7~~. 6. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

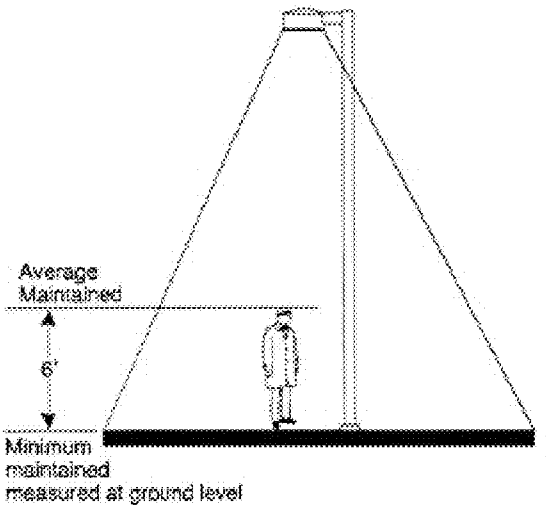

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

ATTACHMENT 7

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MV00111831

PLANNING COMMISSION STAFF REPORT

Case:	PA10-0022
Date:	April 14, 2011
Applicant:	City of Moreno Valley
Representative:	Same as above
Location:	Citywide
Proposal:	Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general site, street and athletic field/park lighting citywide.
Redevelopment Area:	N/A
Recommendation:	Recommend ordinance amendment to City Council

SUMMARY
The Planning Division of the City of Moreno Valley proposes modifications to various sections of Title 9 of the Municipal code to refine existing lighting standards to provide for better viewing of the night sky ("dark sky"). The amendment proposes modifications to onsite, athletic field/park and street lighting to minimize light pollution and trespass. All newly establish developments citywide will be subject to the proposed revisions to the code.

BACKGROUND

At the October 20, 2009, Study Session, the City Council provided direction to review the City's lighting standards based on the International Dark-Sky Association (IDA) recommendations and dark sky ordinances from other communities. This review was identified in the Settlement Agreement between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project. The review also reflects previous development review projects located within the rural and hillside residential areas within the north and east portions of the City.

The underlying principles of the proposed lighting standards/dark sky ordinance are to:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night sky;
- Curtail and reverse degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

Based on information from the IDA, the assumption that more light always results in better safety and security is not supported. Only the right amount of light, in the right place, at the right time should be necessary. In most instances, providing more light or creating bright areas often leads to glare and reduced visibility as well as wasted light and energy. The IDA recommendations call for the use of the lowest feasible wattage lamp. The maximum wattage recommended for most commercial applications is 250 watts of high intensity discharge lighting.

The current City Municipal Code includes provisions to curb on-site lighting. The Municipal Code requires that "lighting shall be adequate to help ensure a safe environment, but not cause excessive glare or intense light." All non-residential lighting is required to be shielded to avoid glare and prevent light spillage over property lines or into the public right of way. The lighting at property lines is limited to a maximum of 0.5 foot candle. The minimum lighting required in parking lots, pedestrian walkways and other areas accessible to the general public is 1 foot-candle and the maximum is 8 foot-candle to provide adequate nighttime visibility without creating excessive glare. Lighting standards are verified by a review of a point by point lighting plan showing the foot-candle lighting for closely spaced points across a site based on the fixtures proposed for the on-site use. Residential lighting is limited to twelve feet in height, below the typical eave line for a house. Finally, the stated intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are an inherently characteristic of hillside areas.

PROJECT ANALYSIS

In order to comply with the direction provided by the City Council at their October 20, 2009 Study Session meeting and the Settlement Agreement between the Sierra Club, Highland Fairview and the City of Moreno Valley, staff is presenting the Planning Commission with revised Municipal Code standards for lighting. Staff has included specific updated standards relating to onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields.

Research conducted by the Planning Division found that very few cities had adopted dark sky ordinances. For example, surrounding cities such as Riverside, Perris and Redlands did not have adopted dark sky ordinances. The majority of the cities who have adopted dark sky ordinances were found to be more rural, desert and tourist areas where climate conditions more easily allow the viewing of the stars and night sky. While the Settlement Agreement specifically identified consideration of standards from the City of Palm Desert, staff also reviewed ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas and San Diego and other cities, and the IDA recommendations.

Based on the review of existing Municipal Code standards and other communities dark sky ordinances, staff has proposed updated standards in Attachment 3 of this report. Many of the standards in the existing ordinance were used; however a number of items from IDA recommendations and ordinances such as Palm Desert's were utilized to incorporate dark sky practices. The major modifications to the existing lighting ordinance include:

- Revised development and performance standards to include maximum wattage for light bulbs on single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);

- All lighting designed with full cutoffs to fully shield light fixtures on residential-multiple family and all non-residential properties.

- A further reduction of permitted light trespass or spillover lighting onto adjacent properties for all non-residential (commercial and industrial) and multi-family residential properties to a maximum of 0.25 foot candle maintained lighting measured from within five (5) feet of any property line. The existing City standard is 0.50 foot candle. The revised standard is consistent with language provided within the Palm Desert Ordinance.

- The inclusion of lighting height limits on hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet. Non-residential lighting height limits shall be a maximum of 30 feet, except within 100 feet of a residential use, where lighting shall be reduced to a height of 20 feet and walkway/courtyard lighting to a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.

- The addition of athletic field lighting standards to include horizontal cutoffs to reduce lighting above the fixture for new and retrofit lighting designs and a maximum lighting value used in lighting recreational athletic fields of an average maintained 50 foot-candles.

- The modification of existing street light standards to include the installation of street lighting solely for the purpose of illuminating the public right of way and conformance to the city street lighting standards, including the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

The dark sky standards would apply to all new development and to existing development/parking areas that are enlarged or altered. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to review of a new or revised point by point photometric lighting plan.

Specific language of the above sections of the Municipal Code can be found in Attachment 3 of this report, which includes a strikeout/underline version of the language added and subtracted.

REVIEW PROCESS

Staff originally presented the item to the City Council at the October 20, 2009, Study Session meeting as in conjunction an overall review of City efforts included in the Highland Fairview Corporate Park Settlement Agreement. During the study session meeting, existing and proposed standards were discussed, with the City Council recommending that staff bring back proposals to incorporate guidelines of the International Dark Sky Association and exterior lighting standards of jurisdictions such as Palm Desert which have created dark sky ordinances.

Subsequently, staff established a subcommittee of members from various internal departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utilities and Parks and Community Services. Collectively, all internal departments and representatives of the subcommittee have drafted revised lighting language and/or reviewed draft dark sky lighting standards. All members of the subcommittee have agreed to modify the ordinance as is presented and attached to this report.

The next step in the process is to have the Planning Commission review the proposed amended lighting standards and recommend to the City Council for final review and action.

ENVIRONMENTAL

The proposed Municipal Code Amendment (PA10-0022) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines in that there is no possibility that the proposed activity and the modification of existing light standards to further prevent light spillover into adjacent properties and the night sky would create the potential for a significant impact upon the environment.

NOTIFICATION

A 1/8 page public hearing notice for this development code amendment was published in the local newspaper. The Sierra Club was also notified of the meeting.

REVIEW COMMENTS

Staff sent out the final draft of the modified lighting ordinance to eleven (11) lighting designers and experts in the field that have previously submitted photometric lighting plans to the City, inviting any comments on the draft language to be provided. Staff did not receive any comments during or since the 30 day transmittal period.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Prepared by:	Approved by:
Mark Gross, AICP Senior Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-10
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code.
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

2. Case Number: PA10-0022 Modifications to Title 9 of the Municipal Code for Dark Sky

Case Planner: Mark Gross, Senior Planner

ASSOCIATE PLANNER GROSS – Good evening Vice Chair Baker and members of the Planning Commission. I'm Mark Gross, Senior Planner. Staff is presenting the proposed amendment to current lighting standards found in five sections of the Municipal Code. The amendments relate to additions of dark sky, provisions for the general site street and recreational lighting Citywide. Now you may ask why we're actually going through the provisions of updating our Code. There are a number of reasons actually why we are doing this at this particular time.

First of all, the lighting standard modifications are a direct result of a settlement agreement reached in January 2010 between the Sierra Club, Highland Fairview and the City of Moreno Valley regarding the approval of the Highland Corporate Park Project and so we had to actually come back and look at the current lighting standards and see what we can do to make it a little more dark sky in this particular instance. It is also the result of review of concerns of various development projects located in more hillside residential areas in the north and east portions of the City.

Now the addition of the modification of existing lighting standards in this case is going to, for the most part, curtail and revise any degradation of the night time visual environment; the night sky. It is going to minimize or help to minimize glare and obtrusive light by eliminating outdoor lighting that is either misdirected or excessive or in some instances unnecessary. It will also conserve energy and resources to the greatest extent possible and it is also going to help protect the natural environment from the damaging effects of night lighting.

Staff has in this process reviewed existing standards and local jurisdiction and dark sky ordinances and there were a few out there; not a lot of dark sky ordinances out there, but what we did is we focused on a couple of items. First of all, the international dark sky ordinance, and there were sample ordinances that the settlement agreement looked at which wanted us to look at Palm Desert, and there were other cities out east of us that actually had dark sky ordinances, but again few and far between. What I would like to do at this point in time is just to highlight some of the changes that you are going to see with this particular lighting ordinance amendment.

Now the first item that it is going to provide is it is going to revise the development and performance standards to include maximum wattage of light bulbs for single family residential and multiple family residential and that would be 100 watts of incandescent lighting and 26 watts of fluorescent and also for

non-residential; the commercial and industrial properties there will be a maximum lighting standard of 250 watts of high intensity discharge lighting. The design of all the lighting will be with full cutoffs; so you are going have any lighting with projects that would have full cutoffs and would be fully shielded for residential, multiple family and non-residential properties; so that would be industrial and commercial type properties.

There will be further reduction of light trespass from one property to another so you'll get again a reduction of spill-over lighting from adjacent properties for all non-residential, commercial and industrial and multiple family residential, which is currently measured from within five feet of the property line, and it is now going to be at a quarter foot candle minimum maintained lighting for that area.

Now this does differ from the standard that we have currently, which the measurement is actually at the property line and it is a half a foot candle, so it is reducing the lighting. It is also going to include height limits on hillside residential lighting and not exceeding eight feet with all other residential areas; excuse me that would be hillside residential areas and then all other residential areas not to exceed twelve feet. Non residential lighting height limits shall be a maximum of thirty feet except within 100 feet of the residential use where lighting shall be reduced to a height of 20 feet and there will be a reduction of courtyard and walkway lighting, which would be a maximum of twelve feet in height.

Now in addition, there are going to be a couple of modifications into the general lighting section of the code and two additions you are going to have for lighting for parks, athletic field and trails and it is pretty much taking the standards of what we have and it is minimizing the spillover of lights and it is also going to be providing fully shielded lighting and horizontal cutoffs that would be required and you also have the street lighting section that is actually moving over from one section in 9.08.190 to actually this section, which will again include installation of street lighting solely for the purpose of illuminating public right-of-way and conformance to the City street lighting standards.

Now there will be provisions in this particular code for the addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10 pm or the close of business, whichever is later and until dawn or the start of business, whichever is earlier and I did want to stress with these particular standards that we are looking at, the standards in this ordinance is applying only to new projects and existing projects that are either modified, enlarged, reconstructed or changed from previous configurations. So again, existing standards or existing development will not have to meet these particular standards, they will meet what is in place currently before this standard would go into effect.
Now tonight the Planning Commission would be required to review and provide a recommendation to City Council on the proposed lighting development code amendment. I did want to mention that based on the environmental review of the

proposed amendment, the item is exempt from California Environmental Quality Act, CEQA Guidelines, pursuant to Section 15061 in that there is no possibility that the proposed activity may have the potential for a significant impact upon the environment.

Noticing was provided for this amendment as a 1/8th page display ad in the local newspaper. A copy of the notice was also mailed to Sierra Club and George Hague who was involved in the initial law suit and subsequent settlement agreement and we did tonight or today I should say, receive a couple of… we actually had one call and we had two emails and I believe you would have gotten a couple of those emails. One actually is from the Sierra Club that pretty much is recommending support of the ordinance amendment as recommended by Staff and presented this evening. That concludes Staff's Report and I'll be happy to answer any questions.

COMMISSIONER OWINGS – Mr. Chairman, may I address some questions?

VICE CHAIR BAKER – Yes, surely

COMMISSIONER OWINGS – Mr. Gross, just some background information for this; for my behalf and maybe possibly for the other Commissioners just to clarify. Out of the lawsuit, it was agreed with the City or in the settlement agreement that we would just look at these standards. I notice in your Staff Report that you made a survey of several cities; surrounding cities; Redlands, Riverside I believe do not have a similar ordinance. In your survey of those cities was there any information from the staff of those cities why they do not have this?

SENIOR PLANNER GROSS – Well that is correct, that the surrounding cities did not have a dark sky ordinance. They were some provisions like Riverside I think have some very minor provisions in their Code, but I did not see anything or any specific dark sky requirements for the other two cities.

COMMISSIONER OWINGS – Were any of those concerns possibly potentially public safety concerns or economic impact and development concerns that cities do not have these because who is against dark skies, so there must be some reason why the cities around us have chosen not to adopt these standards.

SENIOR PLANNER GROSS – Well, I think you are seeing more and more opportunity to provide these types of standards. I think in my review of what I looked at as far as a survey, the majority of the cities that I looked at other than Beaumont which is very close to us, there was a full dark sky ordinance involved with that city. Of course Palm Desert and some of the desert communities had it. From what I see the majority of the areas that actually provided these standards were more rural in nature and they were more of a kind of I guess recreational-type community. John may want to add to that.

PLANNING OFFICIAL TERELL – Yes, if I can interject…we're calling this a dark sky ordinance. If you've been to some place like Prescott, Arizona or Sedona, Arizona, this is not that type of a dark sky ordinance. The minimum and maximum foot candle in the proposed ordinance is exactly the same thing as the proposed ordinance, so we're not reducing any amount of light but basically directing and shielding it. There is a proposal in here which actually matches what we do in City parks currently which is a reduction of 50 percent of the lighting after a business is closed. That is exactly what happens in the city parks today.

COMMISSIONER OWINGS – Mr. Terrell has there been any estimation about the additional cost to the City in terms of enforcement. In yours and my tours of the City, it seems like the City is so strapped in terms of enforcement that it can't even enforce the City sign ordinances, so every block you go to you see a violation of the City's current sign ordinances, so has there been any estimation about the additional cost placed on the City for enforcement and also has there been any study done in terms of public safety. I mean this is a community that is much different than Prescott, Arizona…

PLANNING OFFICIAL TERELL – Yes and that's why I was pointing out that it was different. The Police Department was part and Mark didn't say this but it was I think in his report, we had an inter-staff committee that included members from the Police Department, our street lighting folks, public works; all the folks that are involved and some parks and recreation and so this was vetted through them. There was not a particular concern from the Police Department that this was going to cause issues as long as there was still lighting over doorways and entrance ways and that is not required to reduce by 50 percent at night.

COMMISSIONER OWINGS – Was there any survey or study done that would give us some indication as to the possible or the potential cost to the new developers to the community who are thinking about developing here? If you can go to Redlands and not meet these standards or you can go here and have to meet the standards. Was there any type of discussion along those lines?

PLANNING OFFICIAL TERELL – We did not. The other thing that is in Mark's report was we did send this out to all the lighting companies that have done business in the City in the last three years with a copy of the ordinance requesting their input and unfortunately none of them chose to provide any input, which you can say they were too busy or you can say they didn't have a major concern, so we can't interpret why they didn't respond, but we did make that outreach. I would pause it that since we're reducing the lighting requirements potentially, that it is not increasing the costs. There is a cost for shielding the lights. We already require shielding of lights so this is just putting it in the code something that is pretty much required on every development already, so I understand your concern. If I had to pause at a reason why say the City of Redlands doesn't have this, it is probably because they require these things

through some other venue or they have a very old code. I don't believe that there is anything in Redlands or Riverside where you drive through neighborhoods and there are glaring light problems there, so this is not meant to be revolutionary. I was at and you are correct though, this is the study; this Staff's recommendation based on looking at these other communities, it our recommendation on reducing lighting levels to potentially create a better aesthetic and not affect public safety, because that was very important and that's why we included the Police Department in the review of this ordinance.

COMMISSIONER OWINGS – Well thank you very much, I appreciate it.

COMMISSIONER DOZIER – I didn't understand full cutoff? Could you explain what that means by full cutoff? I assumed it just meant cutting the light off but you know…

COMMISSIONER OWINGS – It has to do with cutting the lighting off and shielding yes.

COMMISSIONER DOZIER – Okay, so full cutoff versus what half cutoff.... I mean…

PLANNING OFFICIAL TERRELL – It means that and if you look at most lighting fixtures in newer developments or even in older developments like Town Gate Project, it means that there is a shield that goes around the four sides of the light. There certainly are lights where they are cutoff; ball field lighting is a good example where it doesn't have full cutoffs because they are trying to cover a much wider area and full cutoff is like this; ball field lights or some other lights you might find something like this. The opposite of that is the kind of lights that people have that tilt up and shine directly out and that's not a full cutoff, so the idea is that all four sides of the light focus the light down towards the ground where you are trying to provide visibility.

COMMISSIONER DOZIER – I think I understand that. Now if you are taking a light bulb that is 250 watts and you are putting full cutoff and you are directing the looms down to the ground you are getting less lighting out around that, so if I'm in a parking lot the light is coming down but it's not necessarily going out in that direction. I understand the desire to want to cut and diffuse lights so that we can see the sky; I guess that's the Sierra Club's position. In some of our newer shopping centers I think we've used this full cutoff lighting and I get a little concerned because in a parking lot where people have to go some distance to their car, it does cut down on the visibility within that parking lot.
In some parking lots and I'm going to use an example; I'm going to use Fresh N Easy on Iris and Perris. I've been in that shopping center in the evenings and it is very dimly lit once you leave the light even around the store. Even around the store there is not a lot of lighting, so I find it a little hard to accept that there wouldn't be a problem with Police enforcement because it's just not as lit and I

even have concerns about my wife if she is parked too far away from the front of that Fresh N Easy getting to her car because the looms are different and the lighting is different from other shopping centers that don't have those.

So I kind of would feel a lot more comfortable if someone would categorically say to me that cutting in a public shopping center, the ability to light that parking center parking lot that that is not increasing the potential for more crime or illegal activity. Everybody would like to see the sky but we would also like to be safe when we go out at night. A lot of the communities that we used as an example are more rural and they are out in the desert, they have clear skies and they see more stars than we might ever see, so it might be little unfair to use those cities who are trying to get that view, especially if you got out to Arizona or places in the desert. I just feel more comfortable if I thought that the overall policy wasn't going to cause situations that would put the public perhaps in more peril because of the lack of light at night. I don't get that based on what I read in your report. I understand the reason for it and I understand why the Sierra Club is pushing for it, but I'm not so convinced that the safety factor is there.

COMMISSIONER OWINGS – Mr. Chairman, I follow your remarks. It's not only in the urban areas or in the developed areas because there is plenty of examples of what you are talking about; the new Target on Nason. There are parts of that area out there you know, you could probably steal the bank and no one would know, but talking that a step further to your own personal residence, shouldn't you be the judge of what wattage or lighting is necessary for your home to be protected and be safe and this ordinance seems to take or these changes to the proposed ordinance seem to take those discretions away from the homeowner and the property owner. Now I was a 23 year resident of Redlands; you're a resident of Redlands now, there are plenty of areas in Redlands that have just as many problems as this City has and those are people with the main deterrent of crime in those areas is well lit properties and you can into those areas of Redlands and you will see they are lit and I'm sure it's the same in Moreno Valley, so I think it's more broad than just a question of the developed areas. It is the personal safety of the people in their own homes.

PLANNING OFFICIAL TERELL – But again to respond I guess, is that we did have the Police Department review this proposal. They did not express any particular concerns. Their main concern was lighting as far as crime, lighting over doorways. The minimum lighting standard isn't changing based on this ordinance.

COMMISSIONER OWINGS – But Mr. Chair it does have a minimum on the property owner for I think you said it was 100 watt.

PLANNING OFFICIAL TERELL – Well the minimum lighting that is required is one foot candle in a commercial center, so I think that was Commissioner Dozier's concern in a commercial center. The minimum lighting standard is not

changing. As far as yes on single family residential, there is a maximum wattage. You asked about compliance and the cost of doing that, like any ordinance that we have; voluntary compliance is 99 percent of what occurs. This would only most likely come into play; this would only come into play for obviously industrial and commercial where we would actually review the lighting the plans and make sure they meet the standards and that is not changing, but on single family residential, we don't have lighting plans for single family residential unless they are building something like a lighted tennis court and then in fact the code has always had a requirement plan where people are putting in a lighted tennis court.

COMMISSIONER OWINGS – So to clarify, is this portion just a revision, redundant, unnecessary or all of the above.

PLANNING OFFICIAL TERELL – Redundant… it provides an opportunity for people that are bothered by high light levels to have a fixed standard so that when there is a complaint, we actually have something; a specific standard to…

COMMISSIONER OWINGS – And that comes to my next point, because if you are not willing to take care and enforce the thing across the board to all people concerned, then I really have a problem with ordinances and laws that go unenforced. I don't believe we really need a law that isn't enforced. Your comments to me about the sign ordinance; why have one if we don't enforce it. I think there are a lot of priorities in the City that should come first before this priority and I intend to vote no on this and I appreciate the Staff's work on it and your honest portrayal of it. Thank you.

VICE CHAIR BAKER – Okay who is up next?

COMMISSIONER VAN NATTA – I kind of see some truth in what he is saying there. I was listening to this and you know you are saying eliminate unnecessary lighting and you're talking about residential lighting and I'm like who decides what is unnecessary. If we're going to put something in place that enables my neighbor to call in for enforcement because they feel that my porch light is a little too bright, you know it is getting a little bit too intrusive and I didn't write down what you said was the maximum watts allowed in residential, but what was it; 110 or 120…

PLANNING OFFICIAL TERELL – 100 per light bulb.

COMMISSIONER VAN NATTA – 100 watts?

PLANNING OFFICIAL TERELL – Yes 100 watt light bulb

COMMISSIONER VAN NATTA – I don't like that. I mean if I want a really bright light in my house I should be able to have it without having some sort of rule

saying that I'm not going to, but if you are going to tell me that and you're not going to enforce it anyway, why even put it in. That doesn't make sense. The other question that I had is how is this going to affect somebody who is going to bring a business in and then they are told or by the way you may feel it is necessary to leave the exterior of your building well lit at night to cut down on vandalism and graffiti and trespassing and all that kind of stuff, but we're going to tell you that at 10 o'clock you are going cut that way down. The same was mentioned about the parking lot lights. Maybe we don't have numbers that say that a less well lit parking lot is going to reduce crime, but if I'm walking through a parking lot, I like to be able to see where I'm going and not worrying about tripping and can I see what I'm doing when I'm putting my groceries in my trunk and things like that. It's all very well and good to say that as a City when we are installing the City lights; the street lights; the exterior lights and everything; those be shielded, but is it really necessary to put all of these restrictions that might affect the willingness of somebody to bring more business to the City.

PLANNING OFFICIAL TERELL – Yes I agree. This is from our research, I anticipated that requiring the reduction of the lights after 10 o'clock might be one of the more controversial elements of this and it is certainly within the purview of the Planning Commission to make that voluntary rather than mandatory or to say we're not going to do it at all, but the current standard requires people to have their lights on all night long even if their business is closed, so this is kind of saying going the other way that we're going to require that you lower the light levels for energy conservation, but certainly the Planning Commission if you so chose could say don't do it at all or make it voluntary. You're the advisory board and we're just making the recommendation.

COMMISSIONER VAN NATTA – Well then if it is not necessary to have the lights on all night long, why can't you just make that simply optional; you can have your lights at night or you can turn them off. It is your choice as a business owner how well you want to have your building lit and how much you want to pay for your electricity.

COMMISSIONER OWINGS – Well I think as a business owner; speaking as a business owner, we have the ability to make those decisions on our own without the City telling us and as having the distinction of having the single largest one day loss in the history of American road insurance; 625 thousand dollars for 23 vehicles stolen, lighting is certainly proven to be… it was the silliest conservation thing we've ever done was to cut the lighting off at midnight and suffer a 625 hundred thousand dollar catastrophic loss of which the insurance covered it, but the deductible was several hundred thousand dollars and so I think each businessman has to make that consideration.

The second thing is this, a new business coming into town, you said you'd grandfather certain businesses; well lighting for fast food and things of that nature is certainly a plus for a new business would be at a disadvantage to an old

business as a result of the fact that one business across the street would be able to brightly light himself through all his hours of operation and a guy across the street might not. So those are all considerations and it is a little bit like getting closing the barn door after the cows are gone. This is a City of 150 to whatever estimate you believe thousand and to start making these now you know in anticipation of us doubling or tripling I think is unrealistic.

COMMISSIONER CROTHERS – I definitely like the idea of the dark sky for communities where you go to expect to see the dark sky. Communities such as Palm Desert, Palm Springs, Beaumont, Encinitas and San Diego; those are all cities where you go specifically to see the dark sky; to see the ocean; to see the views; to see Tempe, Arizona where you see all the rocks around you and those formations. This City is not like those cities. This City is very well populated and there are businesses all over our City and I think my main concern is safety and security. I don't want the light in the parking lot facing down and shining on my feet. That is not where the person's face is that may potentially attack me. I want that face well lit so that you know if anything happens there is a camera around and that face can be caught on camera. I don't think that me being a single female you know, working and shopping in our City, I don't think it is safe to cut off the lights. I can't get over that and I can't vote for this project knowing that I could be putting people at risk and I think that the lighting standards that we have already in place are doing just fine. I don't think that I've ever been somewhere and thought to myself oh my gosh it is just so bright and I wish they would cut these lights off at 10 pm. In fact in a lot of places at 10 pm I'm thinking to myself I wish there were a lot more lights around here because I don't feel safe getting out of my car or driving around the neighborhood.

PLANNING OFFICIAL TERELL – I'm sorry I didn't mean to interrupt but we're not in the deliberation stage of it yet, we're in the question stage, but understood, but I will remind everybody that the cutoffs are a current standard. They're not a new standard and the lights are at 20 or 30 feet in a shopping center, so the idea is the coverage is I believe it is a one foot candle at a certain distance above the pavement. It is not at the pavement, so just to clarify, but we are still in the question/answering stage and I believe you may have a Speaker Slip so we need to kind of avoid deliberation yet.

COMMISSIONER CROTHERS – Okay I think I have one more question.

VICE CHAIR BAKER – Okay one more question here.

COMMISSIONER VAN NATTA – So a couple of things you say we already have this in place and we already have that in place, can you maybe very simply tell us exactly what is changing with this rather than just reading the whole thing because now you are saying we already have a cutoff at 10 o'clock or whatever. What is different; what part is different?

PLANNING OFFICIAL TERELL – I think Mark identified those and I'll reiterate them. The first change is limiting specifically the wattage of the bulbs that can be used in residential and commercial. So that is a change. Currently we rely on the minimum and maximum foot candle, so the minimum and maximum foot candle aren't changing but the type of fixture you can have is limited by this proposal. So that's a proposed change.

The second is this concept right now we allow a half foot candle at the property line. This would reduce that to a quarter foot candle five feet back from the property line. That is usually the landscaping, so that is a standard that is more stringent than the current code.

The third I believe has to do with the height of the fixtures. In a hillside area I believe it is currently 12 feet and we're suggesting 8 feet as the maximum height of a light fixture in a hillside area. The residential limit of 12 feet isn't changing. The maximum in a shopping center of 30 feet isn't changing. The stepping it down to 20 feet closer to the property line is a change and for courtyards; we usually refer to this as pedestrian level lighting in the courtyard of an apartment building, that would be a maximum of 12 feet and the current standard is 15 feet.

Reducing the lighting by 50 percent at 10pm or when the business closes, whichever is later, that is a change. The current standard actually requires the lights to be on all night long, so the property owner doesn't have the option of turning them off or reducing them under the current code. Adding in specific standards for public parks; we have standards for public parks but they are in the Public Works Code but this adds it into the code to kind of provide consistency and so the public can go and say what is the standard for that and it will be in the code, so that's not a change, but we're putting it in the code. The street lighting is not changing at all. That is a section of the code that we're moving from one area of the code to another. The wording is changed slightly but again street lighting is a public works standard and…

COMMISSIONER OWINGS – Mr. Terrell, not to interrupt your thoughts…

PLANNING OFFICIAL TERELL – No, those are all of them

COMMISSIONER OWINGS – But how would this affect future development in the Moreno Valley Auto Mall?

PLANNING OFFICIAL TERELL – The Auto Mall is exempt because it is in a Specific Plan that has its own lighting standards, but the lighting standards currently in the Auto Mall don't meet the City standards. They were unique standards specifically because of the use that is there, so they are exempt from this.

COMMISSIONER VAN NATTA – So basically we could make all these changes and because existing things are exempt and certain specific areas are exempt, it really wouldn't make much change at all except for in a few places.

PLANNING OFFICIAL TERELL – The changes I would say are relatively minor but there a few of those points that you all have had some significant discussion on, so we're starting to get into deliberations so I'm trying to stop short of that, but I just wanted to point out what the specific changes are and as Mark said they do only affect new development. There a few areas that are exempt and the Auto Mall is specifically one that is exempt and it is primarily for new development but those areas that I mentioned, those are the areas that are changing. The other thing we tried to do here is really integrate the whole lighting standard so they are all in one place just to make easier for people to find them. That has nothing to do with dark sky; it has to do with making it a more accessible code section.

COMMISSIONER VAN NATTA – Okay so the full cutoff and the full shielding and stuff you were talking about, that isn't a change that is already in place?

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER VAN NATTA – Okay so if you have full cutoff for full shielding, what is the difference between an 8 foot light and a 12 foot light as far as the dark sky is concerned?

PLANNING OFFICIAL TERELL – Well obviously the closer you have the light to the ground the less spillage you have because the light is still going to spill out, but it doesn't make a big difference. Having a lower standard on a hillside is… when you are a hillside and our hillside ordinance is very stringent; the idea is that if you look up at the hill you will more likely see the lights of the houses as opposed to street lights or lights sticking up above them. That is not a significant change, but it is meant to reduce the light levels in the hillside areas only.

COMMISSIONER VAN NATTA – But doesn't that bring the light down to where like you know maybe a vehicle passing under them can hit them or I mean I can reach 8 feet myself and touch a light. Wouldn't that be more prone to damage or something if it was shorter?

PLANNING OFFICIAL TERELL – Well it doesn't refer to street lighting, so street lighting standards are different, but the private lighting; yes even a 12 foot light… there are vehicles that certainly could hit those but the intent is that most lighting in a residential area neighborhood is either on a post that it is on the front yard or along the side of the driveway or it is on the building itself and it just lowers it a little bit. The 12 foot standard for single family has always been in the code and that's typically right over the garage door would be about 12 feet.

COMMISSIONER VAN NATTA – But then if you lower that to 8 feet then they wouldn't be able to put it in the eave of a house to eliminate the backyard…

PLANNING OFFICIAL TERELL – That is correct. In the hillside area that would be restricted so that's certainly something that you may want to consider.

VICE CHAIR BAKER – Are there any other questions? Okay we're going to open this item up to our Public Comments. The first one will be Michael Geller.

SPEAKER GELLER – Good evening. You know this is a time when you just say no. This kind of garbage; this is extortion by the environmentalists who don't care about anybody but themselves. The light is out of the bottle. Who is kidding who? You're not going to see the sky in this City. Anyone who thinks they are, are living in fantasy land. You can pass all these new ordinances to just make it harder for anyone to develop; create a double standard or so called double standard; create an enforcement nightmare and you're still not going to see any stars. You know get out and look.

I was here 26 years ago when you used to be able to see the stars. It's gone. It's done. I regret it to some extent although we didn't have any street lights; that's why we could see the stars. There were no street lights and the street was pitch black. We've chosen public safety over some things and that's the way it goes, but you know this extortion by these environmentalists to force the cities to do things that aren't necessary; aren't needed; don't need to be here; just adding new enforcement mechanisms and new little games to play and more ways to challenge developments is not a positive way to move things along.

We need to tell people if you want to get an ordinance passed then fine lobby and get it passed, but hold a gun to someone's head to try to get an ordinance passed and that's exactly what happened here. The Sierra Club held a gun to try and prevent development in the City. Enough is enough. Tell them no. The City did their part. All the Settlement Agreement said was you had to look at it; you've looked at it; say no; recommend to City Council and turn it down in full and be done with it and you know let's show that the residents in the City; not the three members of Sierra Club are going to run the City and tell the City what to do and you know we have rights too. You know all the rest of the residents; our Sierra Club members also have rights; people that own land have rights and enough is enough. You know there is nothing wrong with saying no.

You have a lot of legitimate concerns, but the biggest thing is that it is unneeded; it is unnecessary. It is not going to serve one iota of good. We're not going to see any stars. You know if they want to see the stars they are going to have to go out to the desert. It is an unfortunate truth. It's just the way it is, but this isn't going to change it and why do get into these fantasies that we're going to fix problems that can't be fixed by all these band aid ordinances. All it does is to make… instead of 400 conditions, they'll be 500 conditions of approval to get a

stupid project approved and you know you can say enough. The City has done its part and I would hope that you'll just tell the City Council no and if they want to pass it then they'll pass it, it's ultimately their choice, but you know it is your choice to tell them we don't think it's needed. Anyway thank you and I have to go pick my wife up from the airport.

VICE CHAIR BAKER – Thank you Michael. Our next speaker is Steve Jiannino. If you just state your name and address so we can have that on the record.

SPEAKER JIANNINO – Okay I'm Steve Jiannino and my address is 24701 Valley Ranch Road, Moreno Valley and I have to disagree with Mr. Geller. I can see the stars. I live in the hillside. I live off of Ritchie Vista. I can see the stars and I would like to continue to see the stars. It's a wonderful thing, so I want you to recommend approval of this to the City Council. Thank you.

VICE CHAIR BAKER – Okay, thank you. Okay we have no more Speaker Slips, so I'll close Public Testimony and now we are going to go into Commissioner Debate.

COMMISSIONER CROTHERS – I won't take up too much time saying what I've already said at the wrong time in the meeting, however my standing is that in cities such as Palm Springs, Encinitas and San Diego; those are the cities where you really go to see the dark sky; you go to see… you know if you went to the desert and didn't see the stars, you would be sorely disappointed in your visit in the desert. That is just one of the attractions to it. I think that Moreno Valley as a whole has a good lighting position already in place and I don't think that this will serve to provide any more dark sky to the people who already live here. For Mr. Jinnino I envy you, I wish I could see the stars from my house, however you know I live in the middle of a development and I'm not lucky enough to live on the outskirts or in the hills; maybe someday, if I'm here that long. But you know, I do have to say that we've looked it; I've read it and I'm going to have to say no.

COMMISSIONER RAMIREZ – Thank you. In the wake of the most recent events that have taken place in our community, I'm very concerned that eliminating or reducing any kind of lighting is going to help our community as far as security goes. Having served in the Marines and having served in combat I know that strategically in order to operate efficiently it is easier to do it in the dark where you can't be seen. That's where you can operate and get away with things, so reducing lighting is not only going to promote crime but I believe it is going to make it more difficult for people to witness crimes as well, so I understand all sides and I can hear all sides of the discussion, but as a whole and for the utmost security of our community and given the wake of things that have happened and transpired in the last six months, I don't believe that reducing any lighting is going to help us here, so that's all I have to say and therefore I will be voting no against this. Thank you.

COMMISSIONER DOZIER – Well the first condition or the first change was limiting the bulb wattage for residences. I think that's kind of intrusive. I think I agree with my fellow Commissioner Mr. Thomas Owings that that is intrusive and I don't like that. I just feel like for my own personal safety and the safety of my family that I should be able to decide how much light I need in my front or my back, so I don't agree with the first change right there and you know if you pass an ordinance like this, the Home Depot and all of the different stores are going to know that ordinance exists and they are going to change their stock and they are going to make it more difficult for me to light my house the way I want to light it. I just don't see; I just couldn't go along with that I'm going to vote it down even just for that one reason. I don't hold any avarice against a Sierra Club for trying to save the natural world so to speak; that's their mission; that's what they do; but there are some limitations. There are some limitations when they are forcing some of us who aren't quite as passionate about some of those issues as they are and they certainly have tried to impose some of those on us that I think in this case affect our personal liberties and some of our choices and I don't appreciate that. I think you can be over-zealous and you can love something with so much of a passion that you infringe on the rights of others to make those decisions for them and that's unfortunate. I think that is happening in this case and I will vote against it as well.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – I think I already said it too. I think we'll begin learning when to ask questions and when to debate, but this is our first night so we're granted a little bit of leeway I think. Yes just going through the points where changes are being made, I don't see any need; any reason for these changes. I don't personally have any 100 watt bulbs in my house, but I reserve to put one in if I want to or 150 watt or whatever I can find if I decide for some reason I want more light. I think when you start cutting down the amount of lighting that the business owner can have around the perimeter; around their building or restricting the owners decision about when to have lights on and not to have lights on around their business, that should be the business owner's decision. I don't like the current requirement that they keep them on all night long either; you know let the business owner decide how much light they need for protection of their premises and as for the hillsides; if I have a two story house or even a one story house on a hillside and I want to put a light where I can illuminate my landscaping or my patio area or whatever and I'm restricted to putting it at 8 feet which is just a couple feet above the top of my head, you know it is very restrictive. I'd have to put in twice as many lights to get the coverage for my landscaped backyard or whatever for those patio parties and all that, so I just don't need to say anything more about it. I don't like it.

VICE CHAIR BAKER – Thank you

COMMISSIONER SALAS – Yes I'll be short. I just don't… I'm not behind approving an ordinance that I think it is impossible to enforce. How are we going to enforce this? We don't have enough code enforcement and for a lot of other stuff that is a lot more important than this, so I'm not for it either.

COMMISSIONER OWINGS – I just would like to address the City Staff that lifted an eyebrow when they thought that my comments were slipping and away from questioning and into deliberation. Those were rhetorical remarks and meant to be rhetorical questions. You know one thing you said when you were talking to me in the questioning period when the real questioning period was, that there was some consolidation and Staff felt comfortable about those consolidations of getting all these type of lighting type issues into one area. You know I would really recommend and support a move to do that because anything that makes it easier and clarifies those things for developers and citizens makes sense, so I would hope that we wouldn't have to come to one of these type of ordinances in order to do those kind of consolidations and would recommend that Staff do that whenever possible and bring those to the Planning Commission and the City Council on their own volition when those changes need to be addressed. I've already made myself clear as to how I'm going to vote against recommending this to City Council and thank you very much for your good work.

VICE CHAIR BAKER – Okay on this lighting ordinance I'm of the position that more light is better than less for our security issue and with things that happen. We need the lighting level. I can appreciate maybe consolidating some of that together. I don't know how we do that without rearranging our ordinance or something. How is that done? I can see if you move something over from public works into the lighting deals but do you have to change the whole ordinance to do it?

PLANNING OFFICIAL TERELL – Yes well based on your discussion and this is the kind of discussion that we are supposed to have at Planning Commission, so what I would recommend for your consideration is that you approve the ordinance excluding of the provisions that increase the regulation; so those specific changes that I mentioned. You can approve the consolidation aspect and the wordsmithing; what I call wordsmithing and fortunately based on staffing levels this is when we have the opportunity to suggest some of these things because there is urgency to do something so we can… when we look at an ordinance, we don't sit back and say they want a recommendation on dark sky and that's all we're going to do; we kind of look at where we can fix what is not necessarily broken but might not be as clear as it could be, so I mean I would suggest that you might want to approve the consolidation aspect of the ordinance and delete those items that are changes that increase the regulation on the lighting levels and based on that the Council can agree or disagree, but then what we would do is we would go back and revise the ordinance and this is maybe what we might want to do now, is we could take your input into consideration; revise this ordinance; bring it back to you and then you could

recommend that ordinance to the City Council. They would also see the original proposal and they could decide Plan A or Plan B.

VICE CHAIR BAKER – I think that makes a lot of sense.

COMMISSIONER OWINGS – I think that makes more sense because I would not want to be in a situation where we are sending mixed messages to the Council. The message this Planning Commission should send to the Council is this. We don't want the Dark Sky Ordinance period but we do recognize that Staff needs to have some consolidations of these. It is unfortunate that you chose this as the vehicle to do that in my opinion. I appreciate your situation…

VICE CHAIR BAKER – Part of it we were mandated by the Sierra Club right, so that was part of it.

COMMISSIONER OWINGS – But it was our choice to try to and consolidate ordinances using it as a vehicle. It was an opportunity that presented itself to you guys to do something that needed to be done and for that you should be applauded. But I just really wouldn't want to put the same message out to the City Council that we liked it in any way shape or form.

PLANNING OFFICIAL TERELL – And again as I said you choose to, you could ask Staff take your comments into consideration and come back with a revised ordinance that incorporates those comments and then you get to review it again and you could recommend that there is no urgency for it go…

COMMISSIONER OWINGS – Speaking for myself, I would prefer not to do that. I would prefer to vote the recommendation down with the recommendation that the Staff come back with those consolidation efforts in a second ordinance.

PLANNING OFFICIAL TERELL – The only reason I'm suggesting doing it this way is because we've got to go Council anyway, so we're going to Council and then theoretically they would generally, I think support…

COMMISSIONER OWINGS - I know you guys think is form over substance but really the message has to be clear from the Planning Commission that it doesn't in my opinion; that it does not want this ordinance and mixed messages in any way shape or form. It just needs to make a clear statement that that is what we stand for and if you guys want to consolidate those types of ordinances we can do those separately. I realize that it is more efficient your way but I think it sends the wrong message.

VICE CHAIR BAKER – We're not under the hammer to move on. I mean we can deny this tonight and then at a later date if you want to bring that back like Tom says to consolidate, we can look at that at a different time. We can get this thing off the board here.

PLANNING OFFICIAL TERELL – Yes you can do that but you're making a recommendation of denial so for us is potentially…

VICE CHAIR BAKER – We're going to need some help here whoever makes this because if we move to approve then we move against the approval.

PLANNING OFFICIAL TERELL – No, we'll work on that in a minute

VICE CHAIR BAKER – It gets a little hairy in these deals

PLANNING OFFICIAL TERELL – You can take whatever action you like to send, but the message you're sending… you're recommendation is going to City Council and…

VICE CHAIR BAKER – They can override that too

PLANNING OFFICIAL TERELL – They can override that or change that, yes

VICE CHAIR BAKER – And they have before

COMMISSIONER VAN NATTA – The only thing that I wanted to say that I didn't; that I would like to see that is kind of hinted to in this is that the lighting being reduced after the business closes and you're saying the current code requires them to stay open to stay lit all night long; that they have the option of reducing their lighting after closing or after 10 pm, whichever is later or whichever is earlier; sorry.

PLANNING OFFICIAL TERELL – Okay and as you know and any… we do verbatim minutes of the meeting, so whatever you said tonight will be in the packet for the City Council, so we'll see all your discussion.

COMMISSIONER OWINGS – We have to hope that they read that though

PLANNING OFFICIAL TERELL – And certainly to the extent and Mark is an expert at this; what we would do as part of the Staff Report is we would highlight the concerns and certainly that one or more Commissioners mentioned this or that. We try to characterize that in there, so it's very helpful to note that there is something there that is maybe a current change from the code that you might want to recommend.

COMMISSIONER VAN NATTA – If everyone else feels the same way as I do about it.

COMMISSIONER OWINGS – So some housekeeping here a little bit… when the Planning Commission as a group wishes the Staff to take a look at these types of

inconsistencies in the ordinances and to try to correct those is there a mechanism that you suggest we do in terms of do we pass a resolution; do we…

PLANNING OFFICIAL TERELL – No pretty much what we do is when we have discussions like this; I have a list in my office. I write things on my list and someday when we get to them. Literally that is what happens because we try to do what I call a cleanup ordinance. We used to be able to do them every year and now it is like every other year, so we add these kind of clarifications in with that, so it will go on the list regardless, so you don't need to take a formal action.

COMMISSIONER OWINGS – So then in terms of just a matter of procedure for my knowledge, when you have a negative, I noticed the previous minutes there is just this tremendous agonizing over how to vote yes when you are meaning no and can a simple motion to deny; couldn't someone make a simple motion here to recommend that the City Council not approve this ordinance pure and simple?

PLANNING OFFICIAL TERELL – Yes you can and what you'll need to do based on that is we'll bring back a resolution for validation at your next meeting that is I guess…

COMMISSIONER OWINGS – That would be more reflective of our thoughts

PLANNING OFFICIAL TERELL – … that you're not recommending and so your action tonight if I understand and I think I pretty well understand and the consensus here is that you would deny the proposed… so it's really deny… well don't deny the resolution; basically recommend; take number 2 there and change approve to deny and that's what you do and then based on that we'll bring back a resolution that reflects that action. You'll adopt that resolution of recommending denial and then we'll bring that forward to City Council.

COMMISSIONER SALAS – So we approve to deny

PLANNING OFFICIAL TERELL – No you would just read number 2 and your' action would be to deny the revisions and so it's that number 2 and then based on that we'll bring back a resolution that reflects your viewpoint and then you'll approve that resolution.

COMMISSIONER RAMIREZ – In essence that motion then would not read the preamble and the number 1, you would just move to and then start reading number 2 with the word deny to accomplish what you are asking.

VICE CHAIR BAKER – Okay so are we ready for a motion to move forward on that?

COMMISSIONER SALAS – So I'm going to read 2, right?

VICE CHAIR BAKER – Change Approve to deny

COMMISSIONER SALAS – Okay… **DENY** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

VICE CHAIR BAKER – Very good; do we have a second?

COMMISSIONER OWINGS – Second

VICE CHAIR BAKER – Okay, do a wrap up vote; all in favor?

Opposed – 0

Motion carries 7 – 0

VICE CHAIR BAKER – Staff wrap-up…

PLANNING OFFICIAL TERELL – Okay I have a question and I just want to just kind of a… on Commissioner Van Natta's suggestion, is there general support for doing that or allowing flexibility in having a property owner able to reduce their lighting after they close their business or is that not a consensus?

COMMISSIONER OWINGS – I need to ask a question of you? The purpose of that ordinance is that for public safety; was that the intent of it to cause businesses to keep their lights on so that it would aid in law enforcement?

PLANNING OFFICIAL TERELL – We're not sure because when we posed that question to the representative of the Police Department, they said it wasn't their requirement, so it may have been someone's intent to do that but…

COMMISSIONER OWINGS – Well would it have been their recommendation I guess would have been the appropriate response from them would have been, it's not their requirement but we would like to see it. Guessing would it be their…

PLANNING OFFICIAL TERELL – No, actually in talking with the Police Department the amount of lighting wasn't the key, it was that it was the type of lighting. They were very concerned about the type of fixtures so that you know it was a white light that actually…

COMMISSIONER OWINGS – Right, as opposed to the amber…

PLANNING OFFICIAL TERELL - … amber and the most critical was when businesses are closed, the most critical was the lighting over the doorways and that's what they were very concerned about. They weren't concerned about…

COMMISSIONER OWINGS – But they would like to see that on 24 hrs. a day if they could or at least at night time.

PLANNING OFFICIAL TERELL – Well the idea is this doesn't recommend that the lights be turned off, it just allows them to reduce to 50 percent. If you want to go further and say you know you can turn the lights off…

COMMISSIONER OWINGS – I think it requires further… I like the spirit of the Commissioners, but I think we really need to look into that.

PLANNING OFFICIAL TERELL – Yes, so if the consensus is just to kind of leave that as kind of a suggestion and not as recommendation. I just wanted to clarify that.

COMMISSIONER VAN NATTA – Well I think what you had said earlier when you were speaking to the representatives from the Police Department; they said their only concern was that the doorways be lit, that I think that could be something we could say give the business owner the option after closing or after 10 o'clock to reduce the lighting as long as the doorways remain lit.

COMMISSIONER OWINGS – That's closer to being agreeable.

PLANNING OFFICIAL TERELL – Okay, yes. Does that seem like a general consensus? Just nod.

COMMISSIONER OWINGS – But you probably should put the provison on it that you do have this discussion with the Police Department and make sure that is the way.

PLANNING OFFICIAL TERELL – Right and any final recommendation; any final ordinance should be reviewed, because that is somewhat of a change from what we suggested, so we would still want to review that with the Police Department before anything was actually adopted. So with that, what we'll do is this item will be coming back to you at your next meeting with a resolution that reflects your action tonight and then based on that then we'll go forward to City Council.

VICE CHAIR BAKER – Okay, thank you.

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00111859

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: July 12, 2011

TITLE: Approval of Concessionaire Agreement with Pacifica University, Inc., for the Cottonwood Golf Center

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, approve a long-term Concessionaire Agreement between the Moreno Valley Community Services District and Pacifica University, Inc., to maintain and operate the City's Cottonwood Golf Center and adjacent banquet facility.

BACKGROUND

The City has owned the Cottonwood Golf Center since incorporation. During this time, the City has contracted with two concessionaires to operate the clubhouse/pro shop portion of the course. Whether operated by contract or in-house the golf course has always shown an annual deficit. At one time the operational deficit at the Center was more than $350,000 per year. While the deficit has been reduced significantly, it is anticipated that the deficit will be approximately $199,000 for the current fiscal year.

The City has been operating Cottonwood for the last nine years and has been able to somewhat reduce the deficit; however, we have been unable to make the course cost effective. The proposed contract with Pacifica University indicates their interest in being the concessionaire at Cottonwood including the operation and maintenance of the golf course and the management and operation of the adjacent banquet facility. The proposal, if approved, will immediately reduce the deficit by approximately $70,000 and will completely create a self sufficient golf course within four to five years.

DISCUSSION

At the City Council Study Session in April 2010, staff was directed to retain the maintenance and operation of the Cottonwood Golf Center, while trying to reduce the deficit it incurs. For fiscal year 2009/10, expenditures at the golf course were $336,726 while revenues came in around $71,000 for an annual deficit of $265,726. With some aggressive maintenance changes, staff immediately reduced the fiscal year 2010/11 expenditure budget to approximately $289,886. This reduced the overall annul deficit to $199,886.

Staff met regularly with a newly established Golf Course Committee, comprised of residents that utilize the golf course. Working with this committee, the City adjusted the fee schedule, improved marketing to increase play, and brainstormed as to what would be best for the Cottonwood Golf Center. Along with this staff repaired a massive drainage problem, originally projected to cost more than $300,000, but was completed for approximately $20,000.

On February 23, 2011 staff advertised a request for proposal, subsequently receiving four inquiries. Staff and elected members from the Golf Course Committee conducted in person interviews with all interested parties which resulted in a unanimous decision to begin negotiations with Pacifica University.

Pacifica University is a newly formed athletic and sports management institution currently based in Riverside. Staff has a positive working relationship with the college as their men's basketball and baseball teams have been renting the gymnasium at the Conference and Recreation Center as well as Sunnymead Park's Salas Field. Pacifica University is in the midst of forming women's basketball, soccer, and volleyball along with men's soccer and rugby with more teams on the horizon. The proposal from Pacifica University involves the college golf team assuming responsibility for the maintenance and operation of the golf course as well as responsibility for the adjacent banquet area.

There are many advantages to this unique opportunity including the following:

1. Pacifica University will relocate to Moreno Valley with the name Pacifica University of Moreno Valley.
2. Upon expansion the college will be leasing other facilities within the City for their classrooms.
3. Pacifica University has other money backing this endeavor (tuition and investors) which gives the City an opportunity to have a golf course out of debt.
4. Staff at the course (golf team) will have knowledge of this sport which will be great for the players that frequent Cottonwood.
5. Pacifica University is enthusiastic about immediately helping the CSD in constructing a practice hitting area and eventually improving the kitchen to serve prepared food.

6. The University golf team will be promoting the course in the community especially amongst our youth, providing tournaments and leagues in hopes of increasing play at Cottonwood.
7. Lastly the university students and staff will be frequenting Moreno Valley restaurants, stores, and gas stations which obviously help the City's economy.

The details of the proposed agreement are attached but in short allows the University to retain all revenues for the first three years while freeing up staff expenditures, contractual services, and supply expenses currently incurred by City.

It will be necessary for staff to address certain building deficiencies to get this facility up to code and operating efficiently, while the University will be constructing improvements that will make Cottonwood a more inviting place to visit.

ALTERNATIVES

1. Approve the Concessionaire Agreement with Pacifica University, Inc., to maintain and operate Cottonwood Golf Center for a period of five (5) years with a renewal opportunity for 20 additional years.

2. Not approve the Concessionaire Agreement and direct staff to identify alternatives to reduce funding deficit.

FISCAL IMPACT

By approving staff's recommendation, Cottonwood Golf Center will reduce annual expenses by approximately $70,000 this fiscal year, while eventually eliminating the deficit at the course for the first time in the history of its existence.

SUMMARY

Staff and the Golf Course Committee believe the City has a unique and creative opportunity that benefits the entire community and will help the Cottonwood Golf Center become a successful, more attractive area for residents and non-residents to spend their leisure time. Pacifica University is excited about not only operating the course but also becoming part of Moreno Valley.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Attachment A: Proposed Concessionaire Agreement with Pacifica University

Prepared By:
Michael McCarty
Director of Parks and Community Services

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT A

CONCESSION SERVICES AGREEMENT BETWEEN THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND PACIFICA UNIVERSITY, INC.
(Cottonwood Golf Center)

THIS AGREEMENT is made and entered into this 1st day of August, 2011, by and between the Moreno Valley Community Services District, a Municipal corporation (hereinafter called the "CSD") and Pacifica University, Inc. (hereinafter called the "Concessionaire") whereby said parties agreed upon the following terms and conditions:

RECITALS.

CSD owns a golf course facility and recreation center and related facilities and property located at 13671 Frederick Street in the City of Moreno Valley, County of Riverside, State of California, known as Cottonwood Golf Center ("Golf Course"). The Golf Course includes a 9-hole golf course consisting of fairways, roughs, sand traps, driving range, water areas, maintenance yard, fencing, lawn, restroom facilities, a golf clubhouse, a pro shop, a parking lot, and the adjacent banquet room. Concessionaire will not have use or be permitted into the two rooms north of the banquet room, and the restrooms in this area can only be utilized until outside restrooms at the Golf Course are repaired. Upon repair the restrooms located inside banquet facility will be closed or reconstructed as monies allow.

Concessionaire represents that it is qualified in the management, operation, supervision, and maintenance of all aspects of golf course properties and their related facilities, and that Concessionaire is qualified to manage, operate, supervise, and maintain the Golf Course.

CSD desires Concessionaire to manage, operate, supervise, and maintain the Golf Course on behalf of the CSD, and Concessionaire desires to and has agreed to do so upon the terms and conditions hereinafter set forth.

AGREEMENT.

1.1 Agreement to Manage and Operate Golf Course.

CSD hereby appoints Concessionaire, and Concessionaire hereby accepts such appointment as the operator of the Golf Course during the Term, with full power and authority to carry out all the duties and responsibilities specified herein, upon the terms and subject to conditions hereinafter set forth.

1.2 Standards of Performance; Fiduciary Duty.

Concessionaire acknowledges that there is a relationship of trust and confidence between Concessionaire and CSD, and that Concessionaire has a fiduciary duty to CSD pursuant to this Agreement. Concessionaire shall use Concessionaire's best skill and judgment in performing its duties and obligations hereunder, and shall at all times provide such management, operating, supervision, and maintenance services in a manner which maintains the good name of the CSD; perform its duties and obligations under this Agreement in an efficient, expeditious, prudent, and economical manner, consistent with the best interest of the CSD, in accordance with generally approved practices and standards followed by similarly situated public golf courses in California.

2.1 General Duties and Obligations.

A. Throughout the term, subject to any restrictions or limitations set forth elsewhere in this Agreement and subject to CSD's approval, Concessionaire shall, at a minimum, do the following:

(1) Fully comply, and cause the Golf Course and all Equipment and Supplies and operation thereof to fully comply with all legal requirements including all laws, statutes, ordinances, codes, orders, rules, regulations, permits, licenses, authorizations, entitlements, and conditions imposed by all federal, state, and local governmental

regulatory agencies and authorities which are applicable as of the date hereof and hereafter become applicable to the Golf Course, the Equipment and Supplies, or the operation thereof, including without limitation, environmental laws.

(2) Apply for, obtain, and maintain in full force and effect, at Concessionaire's expense, all permits, licenses, and authorizations required, whether by CSD, City of Moreno Valley, or by any other governmental agency, that are necessary or appropriate for the management, operation and maintenance of the Golf Course.

(3) Obtain and maintain in full force and effect all insurance required to be maintained by Concessionaire pursuant to this Agreement.

(4) Concessionaire shall diligently and faithfully perform the following services (among others) during the term of this Agreement:

(a) Promote the sport of golf in such a manner that will encourage, and thereby cause, the public to engage in such sport at the Golf Course.

(b) Promote, manage, and arrange for golf tournaments and recreation programs related to the sport of golf at Golf Course.

(c) Manage and conduct the play of golf at Golf Course in such a manner that will permit the public to play in an orderly and non-obtrusive fashion at said golf course.

(d) Operate a pro shop and practice hitting/driving area including, but not limited to, sale and/or rental of golf equipment, non-motorized golf carts, motorized golf carts, and golf-related apparel items.

(e) Maintain an adequate stock of golf merchandise, supplies, and equipment necessary for the operation of a golf shop and in keeping with the demand.

(f) All golf merchandise, supplies, and equipment used in the pro shop operation and practice hitting/driving area shall be the responsibility of the

Concessionaire.

(g) Be responsible for selection, training, and supervision of all pro shop personnel described herein. All payroll related costs, including workers compensation insurance, sick leave, and vacation pay shall be the sole responsibility of the Concessionaire.

(h) Provide close liaison between pro shop management and CSD management in order to aggressively develop methods to improve golf service and build a high level of customer satisfaction.

(i) Generate sufficient revenue to cover expenses of the pro shop operation with a pricing structure partially established by CSD resolution with respect to greens fees, with related prices to be justified by current local market conditions comparable from facility to facility within the county, as per City Council.

(j) Charge and collect from all members of the public who desire to use and play upon said golf course, greens, practice hitting/driving area, and/or lesson fees as from time to time may be established by resolution of the City Council. Fees established by the City Council shall be the maximum fee charged to use and play upon said golf course. Concessionaire may from time to time, with the approval of the Director of Parks and Community Services or his/her representative, provide "discount" and/or "special" rates as a marketing tool to attract additional play. Concessionaire shall not permit, or cause to be permitted, any members of the public to play upon said golf course unless such established greens fees have been collected in advance from such persons.

(k) Concessionaire to maintain a "tee sheet" listing type of fee paid and player's name. Concessionaire shall provide each customer with a receipt for their transaction.

(l) Provide for the sale of food and beverages including beer and

wine in the pro shop located at the Golf Course. Drinking of beer and wine shall be limited to the pro shop/restaurant and not be permitted on the course.

2.2. Throughout the Term, Concessionaire shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the ongoing operation, management, supervision, maintenance, repair, and upkeep of the Golf Course. In performing such tasks Concessionaire shall, at a minimum, do each of the following:

Golf Course

A. Be responsible for and control the play at the Golf Course, including making reservations, starting players, supervision of all of Concessionaire's personnel on the Golf Course, and all other aspects involving use of the Golf Course by members of the public.

B. Provide and supervise all personnel necessary to properly fulfill Concessionaire's requirements under this Agreement, including but not limited to golfing instructors, pro shop staff, driving range staff, putting green staff, and any other persons necessary for the successful and efficient operation of the Golf Course. Concessionaire shall take care to ensure that all staff persons are qualified for their positions and have the ability to relate to the public in the context of a municipal golf course.

C. Concessionaire shall also perform the following services under the direction and supervision of CSD staff as needed:

(1) Water greens, tees, fairways, practice range and landscaped areas.

(2) Change cup locations daily.

(3) Rake traps and repair divots daily.

(4) Edge all sand traps twice monthly.

(5) Verticut all greens not less than four times per year, and more frequently if required.

(6) Aerate greens twice annually, or more if required.

(7) Top dress all greens twice per year.

(8) Mow greens at least four times per week in the months of March through October, and at least twice per week in the months of November through February, or more if required.

(9) Fertilize greens and heavy traffic areas every eight weeks.

(10) Repair tees, including divots, and move tee markers daily.

(11) Spray greens as needed.

(12) Mow fairways twice weekly during the months of March through October, and at least once a week during the months of November through February, or more if required.

(13) Operate the Golf Course and all related facilities during all daylight hours, seven days per week, on all days when the Golf Course is playable. The course may be closed or hours adjusted as per authorization from Director of Parks and Community Services or his/her representative.

Golf Course General Maintenance and Repair.

A. Maintain the clubhouse, pro shop, golf cart storage building, banquet facility, and all other facilities related to the Golf Course in a safe, neat, and orderly condition.

B. Maintain all restroom facilities to ensure that they are constantly and fully equipped and in a clean, sanitary, safe, and orderly condition. Concessionaire shall provide all supplies and materials reasonably necessary for the proper maintenance of

restroom facilities by Concessionaire.

C. Maintain and perform minor repairs to the premises, including but not limited to greens, fairways, tees, roughs, driving range, water areas, maintenance yard, irrigation systems, landscaping, shrubs, trees, planter areas, fencing, lawns, restroom facilities, golf clubhouse, pro shop, parking lot, all personal property related thereto, and all other portions of the grounds and related facilities in accordance with industry standards and established minimum maintenance levels for the Golf Course.

Pro Shop

Concessionaire shall manage and operate the pro shop consistent with the following requirements:

A. At all times maintain a reasonable and adequate inventory of new and used golfing equipment in order to provide Golf Course patrons with a reasonable variety of golfing equipment for purchase or rent. All of the inventory in the pro shop shall be purchased by Concessionaire at Concessionaire's sole cost and expense, and shall be owned by Concessionaire.

B. Maintain the pro shop in neat, clean, safe, and orderly condition

C. Provide golf instruction and other services typically provided to a golf course.

D. Maintain adequate, qualified, and competent supervision of the Golf Course and all related facilities at all times.

2.3 Equipment and Supplies.

A. Equipment.

(1) Definition of Equipment. An inventory of the minimum equipment necessary for the performance of this Agreement by Concessionaire (hereafter

"Equipment") pertains to the following list: one of each, Gang Mower 5 Reel Ground master, Sidewinder 3 Reel Toro, Greens Mower 3250 3 Reel Green master, Tee Mower 3200 Green master, Cushman 01-770, Reel Sharpener. Said inventory may be updated from time to time by written agreement between Concessionaire and the CSD.

(2) Maintenance and Repair. CSD and Concessionaire agree that the inventory of Equipment currently located at the Golf Center is all the equipment and parts necessary for the performance of this Agreement by Concessionaire. Concessionaire shall keep all such Equipment in good maintenance and repair throughout its useful life. Equipment and parts damaged by the Concessionaire shall be repaired or replaced by Concessionaire, at Concessionaire's sole expense.

(3) Maintenance Buildings. Concessionaire is hereby permitted to utilize the maintenance buildings on the Golf Course to store Equipment and Supplies for the maintenance and repair of the Golf Course and related facilities, and Concessionaire shall keep these buildings in neat, safe, clean, and orderly conditions. Concessionaire shall maintain and repair these maintenance buildings, and all damage to said buildings shall be repaired by Concessionaire at Concessionaire's sole expense.

B. Supplies.

Concessionaire shall, at Concessionaire's sole expense, purchase all of the supplies, including but not limited to: gas, oil, grease, all small tools, shovels, rakes, hoes, brooms, fertilizers, weed control products, chemicals, grass seed, cups, flags, flagpoles, tee markers, trash receptacles, sand, special tools to maintain Equipment, and all top dress materials. Concessionaire may purchases such supplies from CSD inventory, if available.

2.4 Additional Repairs and Improvements.

Notwithstanding anything to the contrary in this Agreement, in the event Concessionaire is engaged to perform improvements that are outside the scope of this Agreement, such as installation of kitchen improvements and banquet facility enhancement. CSD and Concessionaire shall agree to the terms of such engagement.

CSD shall be responsible for and bear the cost of all major improvements including but not limited to parking lot improvements, exterior restroom improvements, building access improvements from public right away installation of driving range area, and completion of roof improvements. Concessionaire shall be responsible to provide labor for all minor Equipment repairs, tune-ups, grinding, belt and chain replacements, and all scheduled or manufacturer recommended servicing of Equipment.

Concessionaire and CSD will work together on adding patio cover in back area of golf course, trim scraping, and building paint as needed.

2.5 Utilities.

The Concessionaire shall pay for all utilities and services necessary to carry out Concessionaire's obligations of this Agreement, including but not limited to pest control and janitorial services. Furthermore, internet service, television cable or satellite service, and similar non-essential utilities shall be furnished at the sole cost and expense of Concessionaire.

2.6 Alterations and Fixtures.

A. Concessionaire shall have the right to install and maintain in the pro shop display cases and all other fixtures reasonably necessary for proper operation of the pro shop. Before installing any such fixtures or making any alteration to the pro shop,

Concessionaire shall submit plans and designs for the installation to the CSD for its approval which shall not be unreasonably withheld. Concessionaire shall maintain an up-to-date list of all fixtures, alterations, and improvements installed at the pro shop and shall furnish a copy to the CSD each time Concessionaire removes a fixture or improvement so that both parties have a current list of all alterations and fixtures installed by Concessionaire. At the end of the Term, at CSD's sole discretion, Concessionaire shall restore the pro shop to the same condition as before the alterations and fixtures, as required by the CSD, and Concessionaire will indemnify and defend CSD for all liens, stop notices, claims, or damages caused by the alterations, improvements, fixtures, additions, and removal thereof from the pro shop. In the event Concessionaire fails to remove all of Concessionaire's fixtures and alterations as requested by CSD within five (5) business days of the end of the Term, and restore the pro shop to its original condition, all such fixtures, alterations, and improvements shall become the property of the CSD.

B. Concessionaire shall design to CSD's reasonable satisfaction and approval a fully enclosed practice hitting/driving area. Such improvements, and any other improvements, alterations, and installation of fixtures, to be undertaken by Concessionaire, shall have the prior written approval of the CSD after Concessionaire has submitted to the CSD proposed construction plans and specifications therefore, in writing. Such approval by the CSD shall not be unreasonably withheld. Upon such approval, Concessionaire shall complete such improvements in strict compliance with said plans and specifications.

(1) Following completion of such improvements, Concessionaire shall submit to the CSD:

(a) Itemized statements showing the entire cost of such

improvements, alterations, and fixtures, and

(b) A complete set of "as-built" drawings showing every detail, latent or otherwise, of such improvements, alterations, and fixtures, including, but not limited to, electrical circuitry and plumbing.

(c) All such improvements, alterations, and fixtures (except trade fixtures as that term is used in Section 1019 of the Civil Code) shall be the property of the CSD; provided, however, that Concessionaire may remove, at its expense, such trade fixtures at or prior to the expiration of this Agreement and restore the premises to its original shape and condition as nearly as practicable. In the event Concessionaire does not so remove such trade fixtures, they shall become the property of the CSD for no further consideration of any kind, and Concessionaire shall execute any documents that may be required or necessitated in conveying their interest in such improvements, alterations, and fixtures to the CSD.

2.7 Revenue and Compensation.

A. For the first three (3) years of this agreement, the Concessionaire shall keep all revenues generated at Golf Course including all green fees, hitting area revenue, sale of food and beverages, sale of golf products, and all rentals.

B. In years four (4) and five (5), Concessionaire shall remit to the CSD the following amounts.

(1) Ten percent (10%) of all revenues generated from green fees, sale of food, beverages, golf related products, and by rentals.

(2) Fifty percent (50%) of all revenues generated from City installed driving range area.

C. The CSD shall have no responsibility for collection of any monies due the Concessionaire as a result of pro shop operations. The Concessionaire may offer promotional programs and other financial incentives in order to generate additional participation and/or sales including promotional green fees.

2.8 Taxes, Licenses, Permits and Fees.

The Concessionaire shall be responsible for payment of any taxes, duties, fees, or other governmental charges levied or assessed on the food service operation or property. The Concessionaire shall also be required to purchase any applicable permits and licenses (including City business license and any licenses required for alcohol).

2.9 Prohibited Activities.

Concessionaire shall not do, nor cause nor permit to be done, any of the following:

A. Lease, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the Golf Course, related facilities, Equipment, or Supplies.

B. Violate any of the legal requirements or engage in or permit, suffer, or allow the occurrence of, any storage, holding, release, emission, discharge, generation, abatement, disposition, handling, or transportation of any hazardous substance.

C. Make any deletion, modification, alteration, or improvement to the Golf Course or related facilities other than expressly authorized.

D. Except for fertilizers, pesticides, and fuel and motor oil reasonably necessary for operation and maintenance of the Golf Course, and except for any other substances and materials reasonably necessary for the operation and maintenance of the Golf Course (all of which shall be used, installed, kept, and maintained in compliance with all applicable legal requirements), place or cause to be placed in, on, under or around the Golf Course or

any related facilities any hazardous substance. Concessionaire hereby agrees to indemnify, defend (through counsel reasonably satisfactory to the CSD), and hold CSD harmless from any cost, expense, loss, damage, or other liability, including all costs of testing, monitoring, and remediation incurred by CSD as a result of any breach of Concessionaire of its obligations under this section.

3.1 Books and Reports.

A. Throughout the Term, Concessionaire shall maintain in accordance with generally accepted accounting principles, consistently applied, full and separate books and records for the Golf Course with entries supported by documentation sufficient to allow CSD to ascertain the accuracy of such books and records. Concessionaire shall provide legible, complete copies of such books and records to CSD at such times at CSD request. Concessionaire shall ensure the necessary control over accounting and financial transactions as is necessary to protect CSD's assets from theft, error or fraudulent activity by Concessionaire's staff.

B. Concessionaire shall prepare and submit to CSD, no later than ninety (90) days after the end of each fiscal year, an Annual Operating Report for the immediately preceding fiscal year which shall be in such form and contain such information as CSD may require.

3.2 CSD's Right to Audit.

All books, records, and supporting documentation maintained by Concessionaire pursuant to this Agreement and/or relating to the Concessionaire's operation of the Golf Course, shall be the sole and exclusive property of the CSD, and shall be made available to CSD at CSD's request at reasonable times during normal business hours. CSD may

examine all books, records, and supporting documentation maintained by Concessionaire relating to the Golf Course.

3.3. Annual Meeting.

During each fiscal year, Concessionaire and CSD shall meet a minimum of one time to establish such things as the contract details relating to maintenance and operation and fee structure.

4. Indemnity.

To the maximum extent permitted by law, Concessionaire and Concessionaire's Parties ("Concessionaire's Parties" mean Concessionaire and Concessionaire's officers, shareholders, partners, trustees, members, agents, employees and independent contractors, as well as all persons and entities claiming through any of these persons or entities) and hold CSD (including CSD's officers, employees, agents, representatives, and their respective successors and assigns) harmless from, and CSD shall not be liable from any and all liability, loss, cost, expense or damage (including but not limited to damage to CSD's property, third party claims, and CSD's attorneys' fees and expenses) resulting from or arising out of (a) the negligent acts or omissions or willful misconduct in the performance by the Concessionaire or Concessionaire's staff or agents hereunder, or (b) any acts by Concessionaire or Concessionaire's staff or agents which are beyond the scope of authority which Concessionaire reasonably believes it has been granted pursuant to this Agreement in connection or relating to Concessionaire's performance of its obligations under this Agreement. Concessionaire shall be obligated to indemnify CSD as described in this paragraph, whether or not there is concurrent negligence on the part of the CSD, but shall not be so obligated to the extent that a court of competent jurisdiction

has established that said liability was caused by CSD's sole active gross negligence or willful misconduct.

5. EXEMPTION OF CSD FROM LIABILITY.

To the fullest extent permitted by law, Concessionaire, and on its behalf and on behalf of all Concessionaire Parties, as a material part of the consideration to CSD, hereby waives all claims (in law, equity, or otherwise) against CSD arising out of, knowingly and voluntarily assumes the risk of, and agrees that CSD shall not be liable to Concessionaire or Concessionaire Parties for (i) injury to or death of any person; or (ii) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause, including without limitation for injury to CSD property or vehicles, or other property or vehicles of the public, and to Concessionaire or Concessionaire's Parties business, or any loss of income there from, or for damage to the goods, wares, merchandise, or other property of Concessionaire or Concessionaire's Parties, or any other person in or about the Golf Course, whether such damage or injury is caused by or results from theft, fire, steam, electricity, gas, earthquake, water or rain, or from the breakage, leaking, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, of from any other cause, whether said damage or injury results from conditions arising on or around the Golf Course or from other sources or places, or from construction or repair, alteration or improvement of any part of the Golf Course or any related structures, or of the equipment, fixtures or appurtenances applicable thereto, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire or Concessionaire's Parties. CSD shall not be liable for

any damages arising from any act or neglect of any occupant or user of the Golf Course, nor from the failure of Concessionaire or Concessionaire's Parties to comply with the provisions of this Agreement. CSD shall not be liable regardless of whether liability results from any active or passive act, error, omission or negligence of CSD or any of its officers, employees or agents. The foregoing exculpation shall (a) not apply to claims against CSD to the extent that a final judgment of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was proximately caused by fraud, willful injury to person or property or violation of law by CSD, or (b) not be interpreted or construed as an attempt by CSD to be relieved of liability arising out of a non-delegable duty on the part of the CSD.

6.1 Commercial General Liability Insurance.

Concessionaire shall, at no expense to CSD, maintain commercial general liability insurance, including products liability and completed operation, and contractual liability coverage, in the amount of Three Million Dollars ($3,000,000) per occurrence on account of bodily or personal injuries, including death, or on account of property damage, arising from or related to the Golf Course, or directly or indirectly, by Concessionaire's acts or omissions in the performance of this Agreement. This insurance shall be a per occurrence policy. The policy shall also cover Operations, Independent Contractors, Products and Completed Operations, Contractual Liability covering Concessionaire's indemnity obligations contained in this Agreement, severability, and cross liability clauses. The limits of liability of the insurance coverage specified in this paragraph may be provided by any combination of primary and excess liability policies carried by Concessionaire.

6.2 Automobile Liability Insurance.

Concessionaire shall, at no expense to the CSD, maintain business automobile insurance in the amount of One Million Dollars ($1,000,000) per occurrence on account of bodily or personal injuries, including death, or on account of property damage arising from or caused, directly or indirectly, by Concessionaire's acts or omissions in the performance of this Agreement and covering the use of all automobiles, trucks and other motor vehicles utilized by Concessionaire or Concessionaire's Parties in connection with this Agreement. This insurance shall be a per occurrence policy.

6.3 Additional Insured Endorsement.

Under the public liability, property damage, and automobile liability insurance required in this Agreement, the CSD and the City of Moreno Valley, their officers, agents, and employees shall be named as additional insured by endorsement and as to such additional insured, the insurance shall be primary and the policies shall contain by endorsement a cross liability clause.

6.4 Workers' Compensation and Employer's Liability Insurance.

Concessionaire shall, at no expense to the CSD, maintain workers' compensation insurance, as required by law, and employer's liability insurance (at a minimum limit of One Million Dollars ($1,000,000) for all Concessionaire's officers, agents, employees, and staff.

6.5 Comprehensive Dishonesty, Destruction, and Disappearance Coverage.

Concessionaire shall, at no expense to the CSD, maintain coverage for comprehensive dishonesty, destruction, and disappearance or the equivalent crime or other coverage, in an amount not less than Twenty-five Thousand Dollars ($25,000), covering, at a minimum, depositor's forgery and theft and dishonesty by all

Concessionaire's employees or agents or staff who may handle funds or property in connection with the Agreement.

6.6 Deductible Self-Insurance Retention.

Any deductible or self-insurance retention shall be certified on a certificate of insurance and approved by the CSD. CSD may require Concessionaire either (1) reduce or eliminate such deductible or self-insurance retention as it applies to the CSD, or (2) procure a bond guaranteeing payment of losses and all costs associated with investigation, administration and defense of claims and/or lawsuits. The bond shall be in a form acceptable to the CSD.

6.7 Certificates.

The insurance required above shall be evidenced by certificate(s) submitted to the CSD which shall be executed by the insurance company or companies involved and which shall state that this insurance may not be terminated without 30 days prior written notice being received by CSD. The certificates shall be submitted to CSD before or at the time Concessionaire executes this Agreement.

6.8 No Representation of Adequate Coverage.

CSD makes no representation that the limits or forms of coverage of insurance specified in this Agreement are adequate to cover Concessionaire's obligation under this Agreement.

7.1 Term of Agreement.

The term of this Lease Agreement will be August 1, 2011 through July 31, 2016. Options to extend this agreement are available upon both parties agreeing on terms for up to 20 additional years.

7.2 Early Termination Without Cause.

Either party may terminate this Agreement upon one hundred eighty (180) days advance written notice to the other party, without penalty or cause.

7.3 Termination Upon Default by Concessionaire.

Upon the occurrence of an Event of Default by Concessionaire, as described herein, CSD may, at its option, and in addition to any and all other rights to which it may be entitled under this Agreement or applicable law, elect to terminate this Agreement. Any such termination shall be effective on the date specified by the CSD in such election; provided, however, in no event shall such date be later than thirty (30) days following the date CSD elects to terminate this Agreement.

The following shall constitute an Event of Default with respect to Concessionaire under this Agreement:

A. Any failure by Concessionaire to perform any of the terms, conditions, or covenants of this Agreement to be observed or performed by Concessionaire within thirty (30) days after written notice from CSD.

B If Concessionaire shall become insolvent or files any debtor proceedings, or any adjudication of bankruptcy is rendered against Concessionaire, or if Concessionaire takes or there is taken against Concessionaire in any court pursuant to any statute of the United Stated or of any state a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a portion of Concessionaire's property, and if the foregoing proceedings are not discharged within sixty (60) days thereof.

C. If Concessionaire makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement of its debts, or it Concessionaire shall permit or

suffer this Agreement to be taken under any writ of attachment or execution, and the same is not discharged within thirty (30) days thereafter;

D. If Concessionaire assigns this Agreement in violation thereof.

7.4 Actions Following Termination.

A. Immediately following any termination of this Agreement for any reason whatsoever, Concessionaire shall assign, convey, transfer, and deliver to CSD, pursuant to an assignment in form and content satisfactory to CSD, all of Concessionaire's right, title, and interest in and to all Operating Contracts then in effect and in Concessionaire's name with respect to the Golf Course as requested by CSD, and Concessionaire shall transfer to CSD possession of all Equipment and Supplies owned by, purchased by or supplied by CSD.

B. Upon any termination of this Agreement for any reason whatsoever, Concessionaire shall, for a period of two (2) months following such termination, assist, and cooperate with CSD to the extent deemed necessary by CSD to ensure an orderly and efficient transfer of the operations of the Golf Course by Concessionaire to CSD or to CSD's designee. This covenant of Concessionaire contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

C. Upon termination of this Agreement for any reason whatsoever, Concessionaire shall surrender the Golf Course and all related structures, improvements, and alterations, in good condition, and in accordance with all other provisions of this Agreement regarding fixtures, alteration, and improvements.

8. Transfer and Assignment.

Concessionaire may not, voluntarily or involuntarily, sell, convey, assign, transfer,

hypothecate, pledge, or otherwise dispose of (or agree to do any of the foregoing) all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto without the prior written consent of CSD, which may be granted or withheld in CSD's sole discretion. Any assignment by Concessionaire without CSD's consent shall be considered any Event of Default and the assignment shall be of no force or effect.

9. Prohibition of Advertising and Certain Displays.

Concessionaire shall not display, nor shall Concessionaire permit the displaying of any advertising or any other postings at the Golf Course that are unrelated to golfing activities, without the prior written consent of CSD, in CSD's sole discretion.

10. Warranties and Representations.

Concessionaire hereby represents and warrants that in entering into this Agreement, Concessionaire has not relied on any statements from CSD or any representative thereof, and has conducted such due diligence and investigations as Concessionaire deems appropriate before entering into this Agreement.

11. Independent Contractor.

Concessionaire and CSD hereby acknowledge and agree that Concessionaire, in performing this Agreement, will be and will at all times act as an independent contractor in the performance of its duties and responsibilities set forth herein, and that Concessionaire will have control of its work and the manner in which it is performed. Concessionaire shall not be considered as an agent or employee of the CSD or the City of Moreno Valley. None of the provisions of this Agreement are intended to nor shall they be interpreted to create a partnership or joint venture between Concessionaire and CSD with respect to the Golf Course or otherwise, and neither party shall have the power to bind or obligate the other

party, except as expressly set forth in this Agreement. Concessionaire shall timely pay all taxes and impositions and for all other benefits required by law and relating to Concessionaire's staff.

12. Right to Inspection.

The CSD shall have the right to enter and inspect the Golf Course and the buildings and the premises as well as any Concessionaire-operated equipment, at any time during business hours.

13. Applicable Law.

This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Golf Course shall be the Superior Court in and for the County of Riverside, and CSD and Concessionaire agree to submit to the jurisdiction of such court.

14. Savings Clause.

Any Provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

15. Attorneys' Fees and Expenses.

In the event of any dispute or litigation concerning the enforcement, validity, or interpretation of this Agreement, or any part thereof, the losing party shall pay all costs, charges, fees, and expenses (including reasonable attorneys' fees and costs) paid or

incurred by the prevailing party, regardless of whether any such litigation is prosecuted to judgment.

16. Non- Waiver.

The waiver by the CSD of any breach of any term, covenant, or consideration herein contained shall not be deemed to be a waiver of such term, covenant, or consideration or any subsequent breach of the same or any other term, covenant, or condition therein contained. No covenant, term, or condition of this Agreement shall be deemed to have been waived by CSD or Concessionaire, unless such waiver is in writing signed by the party against whom such waiver is asserted.

17. Compliance with Applicable Laws.

In the performance of services hereunder, Concessionaire shall comply with all applicable local, state, and federal statutes, regulations, ordinances, and orders now in force or which may be hereafter in force, to include public health sanitation requirements.

18. Equal Employment/Discrimination.

A. Concessionaire shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status with respect to the services to be performed hereunder, and Concessionaire shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issues pursuant to said Acts and Orders.

B. Concessionaire shall not discriminate against or cause the segregation of any person or group of persons on account of race, color, creed, national origin, or ancestry with respect to the services to be performed hereunder, nor shall the Concessionaire or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the services to be performed hereunder.

19. Food and Beverage Laws.

With respect to any food or beverage sales or distribution operation conducted by Concessionaire as a golf play related service, Concessionaire shall keep the pro shop premises in a neat and sanitary condition and shall comply with the California Restaurant Act (Section 28529, et. seq. of the Health and Safety Code) and all applicable laws regarding the sale or distribution of intoxicating liquors. Health grade shall not be lower than an "A" rating.

20. Notices.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties, or to such other addresses as from time to time shall be designated by the respective parties, as set forth as follows:

CSD:
City of Moreno Valley
Parks and Community Services Department
14075 Frederick Street
Post Office Box 88005
Moreno Valley, Ca 92552-0805

CONCESSIONAIRE:
Pacifica University, Inc.
Attention: William Meyers
2764 Ridgeline Dr #101
Corona, Ca 92882

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement on the 1st day of August, 2011_.

MORENO VALLEY
COMMUNITY SERVICES DISTRICT
Municipal Corporation

BY: _____

TITLE: _____

DATE: _____

ATTEST:

_____
City Clerk, in the capacity of Secretary to the Board of Directors of the Moreno Valley Community Services District

Approved as to form this

____ day of

City Attorney, in the capacity of general legal counsel to the Moreno Valley Community Services District

PACIFICA UNIVERSITY, INC.

BY: _____

TITLE: _____

DATE: _____

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MV00111889

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: "BEST PLACE TO DO BUSINESS" ACTION STEPS

RECOMMENDED ACTION

Staff recommends that the City Council approve the Action Steps formulated to help establish a foundation for making Moreno Valley a "Best Place to do Business".

ADVISORY BOARD RECOMMENDATION

On June 8, 2011 the Economic Development Subcommittee approved the recommended "Best Place to do Business" Action Steps.

BACKGROUND

The City of Moreno Valley is moving to improve the economic condition of the community through a variety of methods.

On March 22, 2011, the City Council reviewed and provided input for an Economic Development Plan- Areas of Opportunity brought forth by the Community & Economic Development Department. The twelve specific Areas of Opportunity provide a broad roadmap for the City of Moreno Valley to become a major business development area by creating major employment hubs, successful retail centers and pursuing redevelopment opportunities.

Continuing the process of refining and developing a short-term Economic Development Plan, on April 26, 2011 the City Council adopted a 2-year Economic Development Action Plan containing five initiatives focusing economic development efforts on the Areas of Opportunity that include TownGate, Centerpointe Business Park, South Industrial Area, East Moreno Valley-Rancho Belago, and City Center. Included in the adoption of the 2-year Action Plan was the re-sequencing of specified Capital

Improvement Program projects bolstering the economic impacts within the five key initiatives.

Prior to, and in conjunction with the adoption of the Economic Development Action Plan, many economic development activities were in motion including:

- Reformation of the City Council Economic Development Subcommittee
- Updating of the City's Housing Element
- Conduct a Developer's Workshop
- Collaboration with key Developers to advance development projects
- Study of best practices to make Moreno Valley a "Best Place to do Business"

DISCUSSION

The study of best practices to make Moreno Valley a "Best Place to do Business" was undertaken to identify attributes of successful U.S. cities and some of the methods used to create that success. The results of the study led to the formation of recommendations that are identified for use as the foundation for establishing a broad array of program and/or process changes or new program developments. The recommendations (Attachment A) will be further developed for more specific application to the City of Moreno Valley ensuring they align with the established priorities and goals established by the City Council.

The following searches were used to identify the communities that were reviewed and the practices that were identified:

- Economic Development best practices
- Economic Development award winners
- Cities recognized for being a best place to do business

Of the hundreds of cities considered in the search, thirty communities across the U.S. were selected based on similar populations and/or those within California. They were representative of top U.S. communities utilizing best practices or receiving awards and/ or recognition for being a "Best Place to do Business". Of the thirty communities studied, the Economic Development Subcommittee evaluated 5 cities including Austin, TX; Chico, CA; Raleigh, NC; Santa Clarita, CA; and Seattle WA. Examples of the program ideas shared by these cities include: e-permitting, user-friendly (yet content rich) websites, social media, targeted and effective marketing programs, incentive programs, workforce training, fast-track development services, local vendor preference programs, industry groups, and methods to improve overall quality of life creating a "sense of place".

The recommendations listed on Attachment A are based on the evaluations of the programs and characteristics of those five cities and direction from the Economic Development Subcommittee.

ALTERNATIVES

1) Approve the Action Steps to make Moreno Valley a "Best Place to do Business". *Staff recommends this alternative.*

2) Do not approve the Action Steps to make Moreno Valley a "Best Place to do Business". *Staff does not recommend this alternative.*

FISCAL IMPACT

The implementation of the Action Steps to make Moreno Valley a "Best Place to do Business" will create a positive environment whereby businesses can thrive and quality development can occur, thus improving the potential for a stronger local economy. Specific actions including implementing program changes related to the Action Steps shall be further analyzed on a case by case basis consistent with appropriate funding sources.

CITY COUNCIL GOALS

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

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

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

SUMMARY

As part of the effort to improve the City's efforts with economic development, the Community & Economic Development Department studied best practices to make Moreno Valley a "Best Place to do Business". The study identified attributes of successful U.S. cities and some of the methods used to create that success. The results of the study led to the formation of recommendations, with the help of the Economic Development Subcommittee, that are recommended shall be used as the foundation for establishing a broad array of program and/or process changes or new program developments. The recommendations (Attachment A) will be further developed for more specific application to the City of Moreno Valley ensuring they align with the established priorities and goals established by the City Council.

ATTACHMENTS/EXHIBITS

Attachment A: Recommendations for Action Steps to make Moreno Valley a "Best Place to do Business".

Prepared By:
Shanna Palau
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Recommendations for Action Steps

to Make Moreno Valley a "Best Place to do Business"

Development Services

- Implement the use of "E-permitting" to accelerate the process of doing business in Moreno Valley

- Expand and strengthen business and development ombudsperson program to include new or expanding small businesses.

- Host quarterly workshops with contractors and developers aimed at improving development processes in Moreno Valley.

- Improve Pre-Project Review Staff Committee (PRSC) and PRSC process to include project management services to small business.

- Create consistent explanation (website and handouts) of codes and processes, and to provide clarity and coordination of development services processes.

Business Attraction

- Identify and form key industry leadership groups to create industry specific synergy in the community helping to mitigate any obstacles to business attraction and help develop strategies to attract industry related business and workforce, improve city processes, and evaluate policies that may require updating to support the objectives outlined in the Economic Development Action Plan.

- Explore policy development for the creation of a tiered Moreno Valley Electric Utility "Economic Development" rate structure and incentive program.

Business Retention and Expansion

- Develop ways to expand the Shop MoVal campaign to provide more exposure for local business and encourage increased business-to-business relationships.

- Pursue ways to increase local vendor preference, including expanding existing procurement policy.

- Implement a new meeting program with local businesses to discuss business opportunities. The Program would be held once a year in each Council District and include the opportunity to talk to the Councilmember, City Manager, and Community & Economic Development Director. The Program will compliment the existing Business Roundtable.

- Enhance the Business Resource Guide.

Marketing and Communication

- Perform an audit of the City's website to ensure that it is user friendly and data rich, and identify areas where processes can be clarified.

- Develop a re-tooled marketing plan to incorporate the following:
    - Cooperative marketing opportunities with targeted area developers to attract tenants
    - Identifying the City as a medical community
    - Brand the City as a job center

- Create an e-newsletter or explore other communication methods to improve residents' and business' knowledge about what's happening in the City.

- Increase use of social media.

- Create and maintain a community calendar to include business networking and education opportunities as well as community events and meetings.

- Explore use of Smartphone apps for improved communication and connectivity.

- Encourage on going feedback (How are we doing?) by posting regular surveys on the city's website.

Community Vitality

The best places to do business also reflect characteristics of the best places to live. These places tend to exude a "sense of place" reflected in aspects of quality of life including activity, arts and culture, and beauty in the environment.

- Explore additional community events- things to do.

- Explore idea of annual corporate sponsorship programs to create marketing value for local business and provide funding for community events.

- Enhance neighborhood groups by implementing community update meetings.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: July 12, 2011

TITLE: Appointment of City Council Ad Hoc Subcommittee for the Purpose of Reestablishing July 4th Events for 2012

RECOMMENDED ACTION

Staff recommends that the City Council appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012.

BACKGROUND

City Resolution 2003-17 enacted the *Rules of Procedure for Council Meetings and Related Functions and Activities.* Section 9.3 Other Committees states "The City Council may by resolution create other standing committees and by motion or resolution may appoint ad hoc committees for particular temporary purposes."

DISCUSSION

During the development of the Fiscal Year 2010/11 budget, the City Council removed funding for the annual July 4th parade and Family Fun Fest due to a significant budget deficit. The budget for the annual July 4th activities in previous years has exceeded $100,000. At the June 14th Council meeting the Mayor and City Council directed City staff to bring back for their consideration options to form a planning and fund raising committee in hopes of resuming the July 4th activities in 2012. Staff recommends the City Council appoint two of its members to an Ad Hoc Subcommittee for the purpose of reestablishing July 4th events for 2012. By definition Ad Hoc Subcommittees are appointed for particular temporary purposes. The proposed Ad Hoc Subcommittee would seek donations to fund the July 4th events and work with Parks and Community Services staff in planning the events.

ALTERNATIVES

1) Appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012. *Staff recommends this alternative as the proposed Ad Hoc Subcommittee would provide fund raising and planning to reestablish the City's annual July 4th community activities.*

2) Not appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012. *Staff does not recommend this alternative as the City's annual July 4th community activities are important to the City's image and promoting community spirit.*

FISCAL IMPACT

Appointing an Ad Hoc Subcommittee will have no fiscal impact to the City.

SUMMARY

During the development of the Fiscal Year 2010/11 budget, the City Council removed funding for the annual July 4th parade and Family Fun Fest due to budget challenges. At the June 14th Council meeting the Mayor and City Council directed City staff to bring back for their consideration options to form a planning and fund raising committee in hopes of resuming the July 4th activities in 2012. Staff recommends the City Council appoint two of its members to an Ad Hoc Subcommittee for the purpose of reestablishing July 4th events for 2012.

COUNCIL GOALS

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

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

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Mike McCarty
Parks and Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

Item No. G.5

MV00111898

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MV00111899

PLANNING COMMISSIONERS

RAY L. BAKER
Vice-Chair

RICHARD DOZIER
Commissioner

GEORGE SALAS, JR.
Commissioner

AMBER CROTHERS
Commissioner

THOMAS A. OWINGS
Commissioner

CARLOS RAMIREZ
Commissioner

MELI VAN NATTA
Commissioner

PLANNING COMMISSION AGENDA

July 14, 2011

PLANNING COMMISSION MEETING – 7:00 P.M.

CITY OF MORENO VALLEY
City Hall Council Chambers
14177 Frederick Street
Moreno Valley, California 92553

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC ADVISED OF THE PROCEDURES TO BE FOLLOWED IN THE MEETING

(ON DISPLAY AT THE REAR OF THE ROOM)

COMMENTS BY ANY MEMBER OF THE PUBLIC ON ANY MATTER WHICH IS NOT LISTED ON THE AGENDA AND WHICH IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COMMISSION

The City of Moreno Valley complies with the Americans with Disabilities Act of 1990. If you need special assistance to participate in this meeting, please contact Mel Alonzo, ADA Coordinator at (951) 413-3027 at least 48 hours prior to the meeting. The 48-hour notification will enable the City to make arrangements to ensure accessibility to this meeting.

NON-PUBLIC HEARING ITEMS

APPROVAL OF MINUTES

1. April 14, 2011

2. May 12, 2011

PUBLIC HEARING ITEMS

1.

Case Number:	PA11-0009 P11-016
Case Description:	Construction of a new three story medical office building.
Case Type:	Plot Plan Master Plot Plan
Applicant:	Kaiser Permanente
Owner:	Kaiser Foundation Hospitals
Representative:	Skyler Dennision
Location:	27300 Iris Avenue (APN: 486-310-024)
Proposal:	A Plot Plan for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. The project site is in the Office Commercial zone (OC) within the Medical Office Overlay District (MOU).
Case Planner:	Julia Descoteaux

Recommendation: **APPROVE** Resolution No. 2011-17 and thereby:

1. **RECOGNIZE** that PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) qualify for an Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), 15164 (b) as the project is within the scope of the Negative Declaration approved for PA06-0133 (Plot Plan); and,

2. **APPROVE** PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) subject to the attached conditions of approval included as Exhibit A.

OTHER BUSINESS

STAFF COMMENTS

PLANNING COMMISSIONER COMMENTS

ADJOURNMENT

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
APRIL 14TH, 2011

CALL TO ORDER

Vice Chair Baker convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

Introduction of New Commissioners:
Amber Crothers
Thomas Owings
Carlos Ramirez
Meli Van Natta

VICE CHAIR BAKER – At this time I'd like to call forward the Director of Planning, John Terrell, to introduce our new Commissioners. I believe we are going to have a swearing in ceremony too.

PLANNING OFFICIAL TERELL – Yes, I'd like to call forward the four new Commissioners as well as our City Clerk to kind of gather around the microphone. That would be Thomas Owings, Meli Van Natta, Amber Crothers and Carlos Ramirez. We often have one new Commissioner or two new Commissioners and I do recall once having three new Commissioners at one time, but this is the first time we've had four at one time, so we're going to do our first act of togetherness and do the swearing in together.

CITY CLERK HALSTEAD – Can you please raise your right hand and repeat after me.

A. CROTHERS, T. OWINGS, C. RAMIREZ & M. VAN NATTA - I do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies foreign and domestic; that I do bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely without any mental reservation or purpose of evasion and at I will well and faithfully discharge the duties upon which I am about to enter.

MV00111903

ROLL CALL

Commissioners Present:
Vice Chair Baker
Commissioner Crothers
Commissioner Dozier
Commissioner Owings
Commissioner Ramirez
Commissioner Salas, Jr.
Commissioner Van Natta

Staff Present:
John Terell, Planning Official
Claudia Manrique, Associate Planner
Mark Gross, Senior Planner
Jane Halstead, City Clerk
Eric Lewis, Traffic Engineer
Mark Sambito, Principal Engineer, Land Development
Randy Metz, Fire Marshall
Paul Early, Deputy City Attorney

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

VICE CHAIR BAKER – Okay, now we'll do the approval of the Agenda. Do I have a motion?

COMMISSIONER SALAS – I move for approval

COMMISSIONER CROTHERS – Second

VICE CHAIR BAKER – Okay, a motion and a second? All those in favor?

Opposed – 0

Motion carries 7 – 0

MV00111904

PUBLIC HEARING ITEMS

VICE CHAIR BAKER – The public is advised of the procedures to be followed in this meeting and these are on display at the rear of the room.

PUBLIC COMMENTS

VICE CHAIR BAKER – At this point in time we'll have comments by any member of the public on any matter which is not listed on the Agenda and which is within the subject matter jurisdiction of this Commission. I do have two Speaker Slips in front of me, so Marcelo Co would you like to come forward first and state your name and address.

SPEAKER CO – My name is Marcelo Co. My address is 16571 Saddlebrook Lane, Moreno Valley, 92551. I just want to congratulate all of you in terms of your service to the City of Moreno Valley. I know it is going to be a long, hard road ahead of you because of the financial situation we are in, however I want you to understand that we are here to serve the people of this City. Please understand that we must move forward with all the necessary things to bring in jobs, to bring in credibility back to our City, so if you and all of you can think of ways and means of bettering the City, please do so. Thank you very much.

VICE CHAIR BAKER - Our next Speaker is Michael Geller please.

SPEAKER GELLER – This is the first time in a long time that actually at this meeting I have never spoken on this side of the dais to the Planning Commission. Just want to welcome all of you and congratulate all the new members. Like I say I vaguely remember my first day up there which is a long time ago. There is much to do and I have the confidence and I know almost all of you fairly well and I certainly have the confidence that you all are going to do a great job and think for yourselves and make your own decisions based on the information you have in front of you. So anyway, best of luck.

VICE CHAIR BAKER – Thank you Michael. Now we are going to move forward to the approval of the minutes.

NON-PUBLIC HEARING ITEMS

MV00111905

APPROVAL OF MINUTES

VICE CHAIR BAKER – We have three meetings here that we need to get approved. It is the Commission Meeting Minutes for December 9th, 2010, Commission Meeting Minutes for January 27th, 2011 and the Commission Meeting Minutes of February 24th, 2011. Do I have a motion?

PLANNING OFFICIAL TERELL – Before you do that; I'm sorry Vice Chair… I just wanted to advise the new members that we do have a quorum tonight. We don't expect you vote for the minutes but you should abstain and we will put that on the record.

VICE CHAIR BAKER – Okay, thank you John

COMMISSIONER SALAS – I move to approve the minutes

COMMISSIONER DOZIER – I second

VICE CHAIR BAKER – Thank you… vote

Opposed – 0

Abstentions – Commissioner Crothers
Commissioner Owings
Commissioner Ramirez
Commissioner Van Natta

Motion carries 3 – 0 – 4, with four Abstentions

PUBLIC HEARING ITEMS

1. Case Number: PA07-0129 (Tentative Tract Map No. 35606)

Applicant: Cal Land Engineering (Kevin Tsai)
Case Planner: Claudia Manrique, Associate Planner

VICE CHAIR BAKER – Do you want to present the project please?

ASSOCIATE PLANNER MANRIQUE – Good evening I'm Claudia Manrique, Project Planner. The proposed Tentative Tract Map is an Infill Project that will finish out the balance of tract development within the surrounding area at the R5 standard.

MV00111906

The parcel is located at the end of Metric Drive which is west of Perris Boulevard, east of Hubbard Street and south of Kalmia Street. The design of the proposed single family residential tract is in conformance with the R5 standards. The project will subdivide the 4.8 acres into 16 single family lots. The fences and walls for this tract are conditioned to be consistent with the provisions in the code. Decorative block walls are required at the street sideyards of all corners as well as the eastern boundary of the tract facing Perris Boulevard. The pedestrian connector cuts between lots 8 and 9 creating a reverse frontage along Perris Boulevard. This connector is also the walkway that will provide a safe and direct for students to the elementary school route, which is across the street on Perris Boulevard. The reverse frontage is considered side lot yards and will be maintained by the future residents.

Public notice was sent to property owners within 300 feet of the project as well as posted on site and in the Press Enterprise newspaper. As of today I had two phone calls regarding the project and three groups of neighbors who visited the counter. They just had questions of the tract design and if Perris Boulevard was going to go through or not.

Staff recommends that the Planning Commission recognize that Tentative Tract Map 35606 qualifies as exemption according to CEQA, Section 15332 and approve Resolution 2011-12, approving PA07-0129 based on the findings on the Resolutions and Conditions of Approval. Thank you.

VICE CHAIR BAKER – Thank you Claudia. Now we are going to open the meeting up to any questions the Commissioners may have of Staff on this particular project.

PLANNING OFFICIAL TERELL – Are there any questions at this time?

VICE CHAIR BAKER – Yes Commissioner Salas has a question

COMMISSIONER SALAS – The block wall along Perris Boulevard; that's a block wall I gather; is there landscaping in front of that?

PLANNING OFFICIAL TERELL – The landscaping will be installed when homes are built. That will actually be somebody's side yard. This particular…

COMMISSIONER SALAS – On the other side of the wall on Perris Boulevard

PLANNING OFFICIAL TERELL – Right that's one of the reasons for having the opening in the walkway, so people would have access to their side yard. It is similar to many tracts… your side yard is outside a wall on the side street, but the reason why we've conditioned it on the owners of those properties is that this tract is too small to have a landscape district and there is no other landscape

MV00111907

districts nearby, so it would be very expensive or onerous to apply that to those individual owners to pay for the City to maintain the reverse frontage.

COMMISSIONER SALAS – So to clarify, it is the homeowner's responsibility to maintain the landscaping on Perris Boulevard as part of their lot

PLANNING OFFICIAL TERELL – Correct it would be their side yard…yes

COMMISSIONER SALAS – Can we make sure that they do it?

PLANNING OFFICIAL TERELL – Well it will be required to be installed when the house is built, so that would be reviewed and approved, the design of the landscaping and then it would be… it's a condition of approval on the tract, so that condition would flow to that owner and then just like anybody else, I guess that doesn't maintain their front yard, that would be a code enforcement issue potentially.

COMMISSIONER SALAS – So my concern is the landscaping on Perris Boulevard and if they don't landscape it, it is going to look terrible out there. So I was just wondering if there was anything we can do; any restriction or anything that we can put on the homeowner to make sure that that is done… I guess not, right?

PLANNING OFFICIAL TERELL – Well I don't think there are any restrictions you can put on any homeowner or anything, but you can ensure it. The best way to ensure it is the landscaping will be installed with the irrigation at the time the home is built, so it will already be there. There won't be… like when you buy a tract home that the landscaping will be there and if it fails to be maintained it will be a code enforcement action. Again, it is a requirement based on this condition of approval owner, but obviously the only way you can make them do it is to have some kind of enforcement if it is not done.

COMMISSIONER SALAS – Okay then I can say I understand it, I don't like it, but I understand it.

PLANNING OFFICIAL TERELL – It is not the best thing but again the opening will make it feel a little more like it is part of their yard then if it was on the other side of a wall and they never saw it.

COMMISSIONER SALAS – Okay, alright.

VICE CHAIR BAKER – Okay

COMMISSIONER CROTHERS – Hi, I had a question about the opening that leads to Perris Boulevard. I know I personally live by one of the high schools in the City and I know that there is a lot of traffic that comes with the school and

MV00111908

being next to the school. How is that traffic from the school going to affect this 16 home community when there is this opening for the school? Like is it going to… like at 7 and 3 in the afternoon are they not going to be able to get into their homes in and out without having a line of cars in the way. Is that going to affect the traffic in that area at all?

PLANNING OFFICIAL TERELL – I would anticipate that it wouldn't have a major impact because the school is an elementary school; while the school is nearby, it is across the Perris Boulevard so it wouldn't be very convenient for people to go down the street to let their children out to go across a four-lane arterial. Basically the idea is people from this neighborhood could go through there and then up at the signal cross to get to school, but I'll defer to Eric Lewis our Traffic Engineer to see if he wanted to add on to that.

TRAFFIC ENGINEER LEWIS – Yes we provide for pedestrian access to the school but I wouldn't anticipate any traffic problems with this related to the school.

COMMISSIONER CROTHERS – I know that… I live like I said right by a high school and the homes that open to the high school and I know that every time that I have to drive through there at 7 am or 3 pm, I'm like oh my goodness, you know I can't get through here there is so much traffic and I can't even imagine living in one of those homes right there and having all of that traffic you know blocking the street lights to get into the neighborhood. My question is you know, I understand that it is an elementary school and that not everybody who attends there drives, but I do know that there is a crosswalk close to this exit to Perris, so my concern would be all the traffic from the parents dropping off inside this cul-de-sac which is nice and closed off and they can let their kids out and their kids can run to the crosswalk to get across to the school, so my concern would be traffic that would be caused by having that opening to Perris from the school, because you know I know that if I were a parent and this place opened, I would probably drive to the end of the cul-de-sac and let my kid off to run to the crosswalk to get across the street rather than deal with all the traffic that is on Perris Boulevard, because I've been in that traffic also, so that's just my concern.

COMMISSIONER DOZIER – I'm trying to understand the quickest way for the kids to come from this complex to get to the school. If that is open, is there sidewalk and gutter there? Is there sidewalk and gutter up to the light? Where is the nearest light? Is it Kalmia?

PLANNING OFFICIAL TERELL – It is at Kalmia and this particular subdivision would build sidewalks along its frontage and I'll defer. I don't know if Mark Sambito, Land Development Engineer knows if there is sidewalk up to the crosswalk. If there is not it would be appropriate to add a condition to make sure there is a paved surface there.

MV00111909

COMMISSIONER DOZIER – Okay so you're saying… I'm waiting for his response. Is there paved sidewalk up to the…

LAND DEVELOPMENT ENGINEER SAMBITO – Commissioner Dozier, the Transportation Department has a condition here with regards to the sidewalk that you are asking about. I don't have any recollection of there being one there or not, but TE15 makes reference that if there isn't a sidewalk along Perris Boulevard that one shall be constructed up to that intersection that you are asking about at Kalmia.

COMMISSIONER DOZIER – Okay, all the way up to the intersection?

LAND DEVELOPMENT ENGINEER SAMBITO – Yes that is correct

COMMISSIONER DOZIER – Okay, so that's a condition of the project?

LAND DEVELOPMENT ENGINEER SAMBITO – Yes, TE15

COMMISSIONER DOZIER – And there is a light there at Kalmia and Perris Boulevard?

LAND DEVELOPMENT ENGINEER SAMBITO – That's correct, there is

COMMISSIONER DOZIER – So that's how the kids would get access to the school actually?

LAND DEVELOPMENT ENGINEER SAMBITO – Yes sir

COMMISSIONER DOZIER – Okay, thank you

COMMISSIONER VAN NATTA - I share the concern about the traffic on that street in looking at where the other streets are in relationship to somebody coming from that side that there might be both foot traffic and cars going there and dropping people off in that neighborhood; dropping kids off in that neighborhood so that they can access the school. I can see where that would be a concern and from what you are saying earlier about the reason for that pedestrian walkway there was twofold. One would allow students from that neighborhood to access the elementary school and the other one was to allow people to feel like that outside landscape area was theirs and they should maintain it. Okay I think if that outside area there that is theirs to maintain is not visible from their house because there is a wall there, there is going to be a constant battle about that.

There are two things that I would like to ask why we can't do it; one is instead of having irrigation and green landscaping there, what about putting in some type of attractive hardscape there that does not require water and tending to keep it

MV00111910

looking nice and the other one is I don't really see the reason to have a walkway there at all. I think it would just cause more problems within that neighborhood. When people buy a home with a cul-de-sac, quite often the reason for it is that they don't want traffic, they want an enclosed place where their children will be safe going out and riding their trikes around the cul-de-sac or whatever. I think I would or my opinion would be to not have a walkway there at all.

PLANNING OFFICIAL TERELL – Yes at this point in time I just want to be cautionary. This is just the time for questions. We'll have deliberations in just a little bit, but yes one of the reasons obviously was to provide access to the school. I do want to note that this is not a neighborhood elementary school. This is magnet school, so the number of children coming from this neighborhood may be a lot or not, based on being a magnet school. It is not a neighborhood school.

Definitely there are alternatives to irrigated landscaping, so certainly that's a point of discussion for the Commission when they get into deliberations and the other reason is really to allow people to get around a neighborhood without having to get into their cars. Theoretically you couldn't walk a block to the other side. You are going many, many blocks to get to the same place and one of the things that is encouraged these days is really to have more pedestrian access so you encourage and don't require; encourage people to drive less and possibly walk more if something is close by, but I understand. People often at the end of a cul-de-sac don't want any traffic. This particular subdivision, should it be approved in this fashion, they would be aware of that when they purchased the houses and we've had several subdivisions that have had these kinds of openings and they've been popular with some people obviously and people have bought those houses in those subdivisions when they have immediate access.

The only downside of hardscape is regardless of what kind of hardscape you get, the weeds eventually grow through it and that kind of maintenance would still be the responsibility of the property owner if in fact cracks develop in the hardscape and weeds grow, so that's the only downside is that there might still be a maintenance problem, it would just be a different maintenance problem.

COMMISSIONER VAN NATTA – Without the expense of the watering certainly

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER VAN NATTA - Thank you.

PLANNING OFFICIAL TERELL – Yes the other thing and Claudia just reminded me is there wouldn't be any trees; there wouldn't be any street trees along this location if there was no irrigation which is a typical requirement of every subdivision to have street trees every 40 feet, so that would also be a potential issue.

MV00111911

COMMISSIONER DOZIER - Do you happen to know how most of the kids are getting to that school now from there because there are a lot of houses to the west and I know it is a magnet school, so it limits really the number of kids that are coming from this community, but I can't see a direct route walking. I can see the driving route, might that be the only direct walking access that that community could get to Perris without going out to Hubbard?

PLANNING OFFICIAL TERELL – I suspect it is. If you look at the aerial closely, there is a line that goes from the end of Metric over to Perris, which shows there is a pedestrian path that is informally there already. Whether those folks are going to school or someplace else I don't know.

COMMISSIONER DOZIER – I see, so they've made a path and that's how they are getting to Perris Boulevard and I was just curious because I'm not that familiar, but I see a parking lot on this map below the school. Is that a parking lot for a…

PLANNING OFFICIAL TERELL – That's the Lutheran Church

COMMISSIONER DOZIER - That's the Church… okay I gotcha.

COMMISSIONER RAMIREZ – Good evening everyone. I have a simple question. I actually got the opportunity to drive to the site and kind of take a look around. One of my biggest concerns is when this development starts taking place, where is the development going to gain access to be able to continue this operation because it seems like the only way in it and out is through Metric and is that going to create any problems for the existing residents at this time. You that is my biggest concern because at the end of the day, these look like they are big lots; big lots that are going to bring higher property value hopefully to this location, so we've got to give a little and take a little, however how bad is this going to affect the actual project? How is this going to affect or create problems for the existing residents on that street?

PLANNING OFFICIAL TERELL – By City Ordinance, construction activities are limited to 7am to 7pm. Obviously there will be construction activity. I'll defer either to Eric or Mark. I believe there are some standard conditions that talk about keeping the street clean and swept, so I can't tell any of the people that live there that there won't be any affects, but during construction there are some conditions that require cleanup and then there are limits on the hours so that there aren't people there at night or early in the morning creating a disturbance.

COMMISSIONER RAMIREZ – Now do we have any kind of regulations that are going to regulate the traffic; the construction traffic that is taking place in and out of there, like during school hours and things of that nature, because again there is a school right across the street and if kids see that as a way of getting to and from school, that could create problems. Are we going to address that?

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PLANNING OFFICIAL TERELL – I believe and again and I'll defer to just make sure that I'm not in error. There is generally a requirement to fence a construction site, so not that children won't still want to go through there, but typically it would be fenced during construction and therefore that would be intended to discourage access. As far as controlling the traffic, I'm not quite sure. I wouldn't anticipate there would be a huge amount of traffic on a construction site this small, so we wouldn't have a requirement say for a flagman or something like that.

COMMISSIONER RAMIREZ – Right, I do understand the place needs to be graded, so how are we going to get those big machines in there. Are we just going to roll them in on Metric Street or are we going to access through Perris Boulevard to get that portion of the project completed?

LAND DEVELOPMENT ENGINEER SAMBITO – Mark Sambito with the Land Development Division. Mr. Commissioner, that's likely the most likely option for transporting the vehicles in. Unlike some of the larger projects in town, they probably wouldn't use some of the really large scrapers. The size of the equipment is going to be proportionate to the size of the project and in addition, Mr. Terell was correct in stating that we require all the construction sites to be fenced and typically screened as well if it is in the middle of some existing residential area, so the screening helps with a lot of the dust control and a lot of the problems that may be drawn to a construction site; theft or vandalism or anything like that, so that is part of the requirement and again, traffic and construction noises are limited to 7am to 7pm per our Municipal Codes.

COMMISSIONER RAMIREZ – Great, now Commissioner Salas made a great point. I took a drive the other day going south on Perris Boulevard coming from Reche Canyon and if you look at the right side of that neighborhood which is Sunnymead Ranch. It is beautiful. The walkways are awesome; you know there are curvy. Now I understand that the road access is limited on Perris Boulevard as you travel further south, however I think we should continue and make it consistent so that way whatever walkways are there or sidewalks should be consistent to what we have on Sunnymead Ranch to make it look beautiful; to make it look nice, especially if that's where you plan on having kids walking to and from school, it should be a nice area. It shouldn't be like other areas in the City that have very low maintenance and very little attention drawn to them. That's all I have for now.

PLANNING OFFICIAL TERELL – Okay, well we can discuss that further in deliberations. I will say though that this is the last developable parcel for about a mile along Perris Boulevard, so all the other properties face Perris Boulevard, so there really isn't an opportunity to do something like Sunnymead Ranch. Sunnymead Ranch was a… that Specific Plan has 2,500 homeowners and in a Specific Plan you are able to get a lot more amenities than you can on a small subdivision like this where we could try to require that but finding a mechanism to

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actually maintain it, it's really not big enough for a Home Owners Association and the fees would be quite high, so there is no economy of scale in a 16 lot subdivision compared to a 2,500 lot subdivision, so I agree it would nice to have everything the same, but that's the reason why we didn't recommend that kind of improvement here. We recommended the requirements of the City Code which is approximately 16 feet of landscaping and the sidewalk, so it's not insignificant, it's just not the same as Sunnymead Ranch just because of the circumstances of the size of this, but again I think a subject for your deliberations after you hear from the public.

COMMISSIONER RAMIREZ – Very well

VICE CHAIR BAKER – Okay do we have any more questions of Staff on this particular project? Okay if not, what we are going to do now is move forward and ask the Applicant to come forward if he would and state his name and address.

APPLICANT LEE – Good evening. My name is Jack Lee, with Cal Land Engineering. I'm the Project Civil Engineer and we started the project about three or four years ago for a single family home subdivision. During all of our preparations of the Tentative Map, we revised the layout and design several times just to comply with the City's required standards. We would like to comply again with the City's requirements in order to make the whole project go through smoothly and also for the owner to develop this property. I'm here to answer any possible questions you may have. Thank you.

VICE CHAIR BAKER – Okay we'll open questions from the Commissioners to the Applicant at this time.

COMMISSIONER CROTHERS – Hi Mr. Lee how are you today?

APPLICANT LEE – Pretty good thanks.

COMMISSIONER CROTHERS – My question is because of the problem or possible problem with traffic in the neighborhood and such, would you guys be willing to close off that access to Perris and leave it as an enclosed cul-de-sac to help maintain the feeling of a cul-de-sac that you get when you purchase a home on a cul-de-sac. You know you kind of want it to be quiet.

APPLICANT LEE – On that one, no. We need to comply because the City required it, because that's why and I'm pretty sure, but we could ask the owner to agree and that's fine.

COMMISSIONER CROTHERS – Okay, thank you

COMMISSIONER RAMIREZ – How you doing sir? My question is have you had any other project such as this one here in the City of Moreno Valley before?

MV00111914

APPLICANT LEE – We have another subdivision project along Sunnymead Boulevard, but that is still in development.

COMMISSIONER RAMIREZ – It's still in the development process?

APPLICANT LEE – Yes

COMMISSIONER RAMIREZ – So these are the only two projects as of now?

APPLICANT LEE – Yes

COMMISSIONER RAMIREZ – Okay, that's my only question

COMMISSIONER VAN NATTA – We have here the size of the lots. Can you tell us the approximate size of homes that you are planning to build on there; the square footage.

APPLICANT LEE – Because I'm only the Civil Engineer, I don't know. On this one, I'm pretty sure the owner or the Architect who does the design and the buildings would comply with the City's standards; the setback and everything.

COMMISSIONER VAN NATTA – Okay but no idea and they haven't proposed what size homes they are going to put on there?

APPLICANT LEE – As far as I know, not yet

COMMISSIONER VAN NATTA – Okay, thank you

VICE CHAIR BAKER – Are any other questions of the Applicant?

COMMISSIONER SALAS – Are those on the pedestrian walkway coming to Perris Boulevard; are those stairs; is there a big grade difference there?

APPLICANT LEE – I don't think so, the grade would comply with the City Code and slope and everything, so I don't think it's really steep

COMMISSIONER SALAS – But are there stairs there?

APPLICANT LEE – Yes

COMMISSIONER SALAS – Oh there is…. Do you know how many?

APPLICANT LEE – I don't know

COMMISSIONER SALAS – It seems like there is about a five foot grade difference?

MV00111915

APPLICANT LEE – It will be a long time since we finished this design, so I need to look back. I don't think there will be too many of them.

COMMISSIONER SALAS - Okay

COMMISSIONER CROTHERS – I think on map it says seven or ten 7 inch steps

VICE CHAIR BAKER – Any other questions of the Applicant? Okay thank you.

APPLICANT LEE – Okay, thank you

VICE CHAIR BAKER – Now we are going to open this item up to the public for testimony, so at this point I'll open Public Testimony. The first person will be Gerald Budlong. Excuse me if I screwed that up. Please state your name and address please.

SPEAKER BUDLONG – Yes sir… Gerald Budlong at 24821 Metric Drive. I've been a resident since February 1987. I conditionally approve as a resident, this tract conditioned on several things. One of the big issues, especially to the poor residents on Tranquil Way who are to the south of me is drainage. For instance, this winter with the large December rainfall, to my horror on my property; I have a drain in the back that connects to the subject property being discussed tonight. I periodically every season clean out that drain and I put out the material from the drain to try to protect the Cook residents that are downstream below me, but anyway to my horror, about six to eight inches of fill had filled up my drain. Luckily due to my berming, the Cook's didn't receive any adverse flow from the drain from my property and I have spent the winter shoveling out the fill to further protect the Cook's, because it wouldn't be fair for them to have that drainage. They didn't ask for that. They didn't want our subdivision there in the first place originally okayed by the County.

Anyway in the past there have been about four or five Churches that have owned the property and have tried to develop that property as a Church and the drainage and grading expense is too expensive realistically for a mere Church to be able to develop. The only reasonable way of development is the way through a tract like being proposed tonight. I'm glad that the density is 16 and not 25 which is allowed through the General Plan and in the Code.

One concern is please make sure that the drainage is sufficient to protect the poor residents on Tranquil Way. I've got a 10 foot high berm that protects me but the people on Tranquil do not have that. The second issue is the pedestrian walkway. The current access was created by the developer of our property as a construction road to develop our tract and that is why it is there. The school kids and pedestrians in our neighborhood did not create it. It was created under City and County permit. We need desperately to continue the access. To my knowledge, since the school was built across the street, children in our tract as

MV00111916

well as the surrounding neighborhood utilize that field for legal access to the school. In addition, the older kids who get bus service and bus service does not serve Hubbard because it is too narrow in width and the only legal access to Perris is Ironwood to the south and Manzanita to the north. If you don't have this pedestrian access, it cuts it off to everybody. We have a few equestrian riders that go through the neighborhood. We have a lot of dog walkers from the young to the senior citizens. We have a lot of school kids that utilize that. That is a key thing for us. We do not want Metric to go through to Perris. That is absolutely a no-no. I know my neighbors and I prefer not having Thomas go through. In the past the Commission has approved just a temporary street with access for the Fire Department, but the City Code overrules that now and the only way we can legally have a tract in there is to have secondary access and that is in compliance with the Code and realistically the only way it is going to get developed is with Thomas and I do not object where Thomas is in the past. The previous tract that was approved there, the road was adjacent to the existing property owners at the end of Metric and Tranquil and that would be unfair to them. It is setback three lots away. That is less impact to the existing residents in my neighborhood.

The issue about fences and walls… the people on Tranquil objected to our tract being put in and the Planning Commission back in 1985 allowed a concrete block wall to be put in but the developer appealed to the Council and the Council changed that condition to a wood fence, which in five years to present, the wood has periodically fallen down. Actually a ten foot section on my property has fallen down too, but there is still some screening because of the vegetation. It would be on rear properties to have decorative block walls rather than the wood walls.

As far as the Burrowing Owl; I know its Code to allow that, but I'm an Environmental Planner myself and former Commissioner on your Commission years ago, I've never seen Burrowing Owl there. We do have a resident skunk population which hopefully the tract will get rid of. I'd like to know where the corporate construction yard will be and where all the employee and contractor parking are within that. One of the concerns by the neighbors, even though I don't represent them, has been parking on the existing Metric Drive. Just a question LD42c says recycled water. Does EMWD going to be extending the recycled water line to our area? That would be a great thing if it did, but I'm also on one of the citizen boards to the EMWD Director's Advisory Council for Moreno Valley and I'm never aware of a recycled line going that far north, even though I'd support it. And sixth, I notice it's a mello roos district, which I was a Planner with Indio County many, many years ago when mello roos was being proposed, the Board of Supervisors I worked for opposed it and even today I still oppose mello roos. I've met Mr. Mello; he's a nice man; he's dead now, but he was nice when he was alive, anyway I guess in today's world that's what you need to build the improvements. Anyway that's basically it and thank you for your time.

MV00111917

VICE CHAIR BAKER – Thank you. Our next speaker will be Jeff Magill. Please state your name and your address for the record

SPEAKER MAGILL – Jeff Magill at 24857 Metric Drive. I officially bought this house due to the fact it was on a cul-de-sac. I am not looking forward to all the traffic coming up and down my street. Secondly we have a drainage ditch in the back of the easement which if everybody on that street does not get together and keep that thing clean it is going to be all backed up down to my property and then once it is backed up, it's going to overflow into the people below me whom have a swimming pool, which I don't feel that is right, so they need to do something about the drainage there and also parking. What are we going to do about parking? What about all the construction equipment coming up and down our street all day long until seven at night. Everybody does not work day shift. There are people who work nights. Do you think they are going to want heavy equipment coming up the street all day long while they are trying to sleep and what about depreciation value on your home? I mean none of you people know whether these are going to be two story homes or are they going to be one story homes. Nobody has a clue. What exactly do you have in mind at this point? Do you have any answers for that? It's a question…

PLANNING OFFICIAL TERELL – There aren't any houses proposed for this tract, so I guess…

SPEAKER MAGILL- There are no houses proposed for this tract?

PLANNING OFFICIAL TERELL – There are no specific houses proposed but just like anybody in this vicinity, you can have a one or a two story house.

SPEAKER MAGILL – So you could have a two story house and the guys peeking out the window looking at everything and invading my privacy in my house, right...

PLANNING OFFICIAL TERELL – Just the same as you could build a second floor on your house, yes. There is no limitation on this R5 zone on having a one or two story house.

SPEAKER MAGILL – Okay, that's pretty much all I've got to say. I'm mainly concerned about the drainage though.

VICE CHAIR BAKER – We'll look into that, thank you. Okay, our next speaker is Michelle Pierce.

SPEAKER PIERCE – My name is Michelle Pierce. My address is 24869 Metric Drive and my I live on the end where they are proposing to build a 3 foot retaining wall and also too, the water is going to come rushing down through there; through that draining ditch and there is no proposed catch basins that they

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have on their plans or no storm drains. It is all going to go down the drain behind our house and like Jeff said, the people below us, they have a pool and they are way below us and it could erode our property because it is going to fill it up because the people below us don't keep their drains clean and it is going to overflow into the people below us as well.

And as far as and I want to address the walkway, I agree with the Commissioner that walkway that I agree that when someone buys in a cul-de-sac they want to keep the cul-de-sac where traffic is not going through there, parking and having access to Perris which is a very, very busy street and young kids should not be walking through there without adult supervision. We live at the end, so we did buy the cul-de-sac so that there was no traffic going through there, so our kids could play out there and ride their bikes without having to worry about people zooming through there and there will be 16 houses. You know even at one car extra per household that is still 16 more vehicles that are going to be driving up and down that street, so thank you.

VICE CHAIR BAKER – Thank you, you're welcome. Our next speaker will be Dale Fortine. Please state your name and address for the record please.

SPEAKER FORTINE – I'm Dale Fortine. I live at 24868 Metric Drive. Good evening ladies and gentlemen. I would just like to go on record saying that I oppose this project mainly from some of the points that you've brought up. I've lived in my home since April of 1987 and paid a lot premium for where it is at because of the quiet and the lack of traffic. Sixteen lots; sixteen hypothetical homes in this proposed tract and I look at our street and just about every home on our street has three cars and some have four, so we're looking at if we take that mathematical equation, we could be adding up to 45 or 50 cars added traffic on our street. Northridge School that is on the east side of Perris is a magnet school; a gate type school. There aren't a lot of kids from our neighborhood that traverse that property to get to that school. There are mostly… if you look at the traffic on Perris Boulevard in the morning and the afternoon, the kids are driven to school. I think that the pedestrian access is going to create just an exponential parking problem and a traffic problem. When the soccer mommy's realize they don't have to go around onto Perris Boulevard and sit in that line of cars, they will be stacked up there like cordwood waiting for their kids in the morning you know to go to school and then to pick them up in the afternoon. That's going to be not good at all.

I've been in the construction business for 23 years and I understand the access issues that you are talking about for this job site and they will be pretty bad as far as getting heavy equipment in, all the various trades and laborers to do this. The traffic and the parking will be really something to deal with. What I would suggest and the other thing I'd like to ask you in the future look at the area around there. It is residential but it is kind of rural. Most of the property that is around there is all single story, so you know maybe consider that in the future and making single

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story dwellings and another idea that you might want to consider with the traffic and access problem is that if you flipped it around 180 degrees so it is a stand-alone development, so any traffic that is coming in off of Perris Boulevard, that all has to deal with this development. It doesn't deal with the citizens and the community around it whether it is on Tranquil or on Metric Drive. That's my humble opinion. I thank you and have a nice evening.

VICE CHAIR BAKER – Thank you. Our next speaker will be Steven Perez. Please state your name and address for the record please.

SPEAKER PEREZ – Steven Perez at 24845 Tranquil Way. That is the street directly south of the area. Now I have a lot of concerns about this. The most concerning one to me of course is Thomas Way. Unfortunately the Plot Plan or Tentative Tract Map 31621 was approved 7 years ago and much to my chagrin it is still approved. I always thought things dropped out after three years but low and behold it seems it is going to be approved in perpetuity. I don't known when that thing was going to every end, but luckily for the residents on Tranquil Way we are in a little bit ownership problems than what Metric is. In other words private street, we own the street so we have a lot of conditions that befall the person that wants to do 31621, but going back to this Metric Way; Metric Drive thing, it seems to me that in looking at the web page when I downloaded all this information, one of the things that I saw was our highly paid City Manager thing was what he wanted to bring to Moreno Valley was more jobs and not more new homes and I also found that there were 6,000 homes already approved residential lots in Moreno Valley; 6,000… I don't know why we would need 6,016 but I guess somebody thinks we should.

Now as far as the traffic problem… now presumably the people on Metric are more concerned about Metric. I'm more concerned about the traffic on Hubbard. Now I don't know if any of you have driven down Hubbard Boulevard but Perris Boulevard is like a freeway compared…it's a four lane… presumably it is going to be a four lane; the whole length of the City eventually. I don't think Hubbard is ever going to be more than a two lane and the houses that abut it, it is a very narrow two lane and to add, like Dale said, 40 something vehicles going up and down Hubbard and there are certain time where there are times when people are parked legally on Hubbard on both sides of the street and you can't have opposing traffic; someone has to stop and let someone go by. My wife has a hard time when she leaves for work at 7:30 in the morning getting off of Tranquil because there is so much traffic already on Hubbard.

Now obviously you would help everybody of course if you just did a 180 on this tract and had it enter and exit onto Perris Boulevard. I mean Perris Boulevard seems to be a four lane highway and seems to take the traffic much easier than Hubbard. I'm sure when Hubbard was designed probably 40 years ago it was very nice. When I first moved on Tranquil I was practically the last house on that road except for Kalmia; the road ended there. Now there has been a lot of talk

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about this gate. Maybe if they do, I'm fairly sure that of course you are going to approve it. I've been at Planning Commission meetings that rarely there isn't anything disapproved, but there are certain things that I think we can mitigate. One of the problems I have is Thomas Way and what is going to be at the end of Thomas Way which opens up into an open field.

Now for those of you Commissioners who have driven down Metric you may or may not have noticed it has become a semi-dumping ground. I could see that if there is no access. If there is no restricted access from Thomas Way that the Tranquil Way field will become another dump and right now as you know, there is no gate at all on Perris. People have been driving on Perris Boulevard and dumping their trash onto Metric field and this will just make it easier and it will even be hidden from the street up Perris so that they can just come. I don't know what kind of restricted access you are going to have on Thomas Way. We are talking about somebody else's private property and I'd like to know what is proposed for the end of Thomas Way.

Another thing that I know it is going to be passed anyway, but one thing that would help at least the residents of Metric is to at least put speed bumps on Metric at a low cost alternative. It is bad enough that Hubbard has a posted speed limit of 30 and normally goes 50 mph and unfortunately when City approved Hubbard; that drainage canal between Metric and Canal and made it a nice concrete culvert, because it use to wash out and all it did was increase the traffic flow. Before they used to slow down there drainage ditch. It used to go to Hidden Way and Way and now people that know that road can go 50 mph, so hopefully they can at least put some sort of speed bumps on Metric and slow the traffic down and put some sort of restricted access on Thomas Way. Me being one of the dog walkers, I am probably in a minority, I would like to have a walkway at the end of the street because right now if I wanted to go to Perris and take that nice walk on Sunnymead Ranch, I'd have to go all the way… there is a little opening on Sunday Drive which is quite a ways north and but right where there is a hill there, there is an opening on Sunnymead Drive and that's for pedestrians only. Okay, what else… I think that's it. Thank you.

VICE CHAIR BAKER – Thank you. Okay that is all the Speaker Slips I have on this item. I think what we'll do close Public Testimony unless there is…

PLANNING OFFICIAL TERELL – So at this time you can close Public Testimony but it would be appropriate to call the Applicant up and see if they have any information or response to the comments that they made.

VICE CHAIR BAKER – Would the Applicant please come forward. Do you want to address some of these issues that have come up here between the opening; the drainage seems to be a big thing; the parking and the construction type stuff.

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APPLICANT LEE - The drainage for this (inaudible). We will take care of all the storm water within the property and drain to the City approved facility. It is no problem at all and for the off- site drainage you can do ponding or something; it is really nothing we can control. If it is on site, we can control it, but off site, we have no way to control it. Regarding the construction as per the City requirements, I'm pretty sure the contractors will work from 7 to 7 and then the equipment they are using on the property because it is a small property, I don't think they will use a great big scrapper but only a small machine to do the grading and the same thing for the construction. Also for parking because it is going to be single family residential, even for traffic starting, traffic will be light for 16 houses, so I don't think that traffic will be a big issue on this development.

VICE CHAIR BAKER – Okay, I think we've got some questions here from some of the Commissioners to you to address again. Would that be appropriate or…

PLANNING OFFICIAL TERELL – Well I'd probably suggest that maybe the Land Development Engineer might be able to answer a lot of those questions because we have several conditions related to the items that were brought up.

LAND DEVELOPMENT ENGINEER SAMBITO – Mark Sambito, Land Development Engineer. We had a couple of topics and the most poignant appear to be the concerns about the drainage. If I could address that; as part of the conditions without getting into specific conditions because I don't have those in front of me, but we are going to require like we do with any project that the applicant or the developer maintains and controls all the water on site. Everything will either drain to a City facility as the Engineer had stated which in this case appears to Metric Way or with Thomas it drains to the south. There is an approved development to the south. We don't know when that will develop but the proposal in front of us tonight shows us either to match existing grades or to match the existing development to the south, which ever goes first; whether it is this development or the other south goes first.

By water law, the developer is not allowed to discharge more water after his development is complete than was going and being discharged prior to him ever moving in and doing any work, so in the existing condition it is today, so that is something that we'll be doing with the developer as we get into the design drawings, they'll be providing us with a drainage study and the calculations that support that argument; that they are not discharging more water than was previously done when it was in this existing vacant condition.

The other comment that I did hear and oh in addition; I'm sorry, the Water Quality Control Board has very stringent requirements as we know about water quality and sediment transportation, so we will as part of his rough grading and final grading plans require extensive erosion control to ensure that there is no water, mud or debris that leaves this site and that has to be monitored at risk of some significant fines from the Water Quality Control Board and that would also be a

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requirement of our MPD as to our Pollution Control Permit that the City maintains. So we have inspectors that will obviously be keeping an eye on this site and keeping an eye on the site post construction for those items and they are required to provide a report; a Water Quality Management Plan that discusses post-construction maintenance and observation to ensure that even after the developer has done all his work and he is done and gone, that the site is in such a situation that there won't be any erosion or sediment that leads from the site to another, i.e. the concern about the pool or that type of thing, based on what we are going to review as far as the Engineering calculations go and then there was a comment made about recycled water.

If the recycled water is in a reasonable distance and that will be a decision made by the Water District, they could be in fact be asked to extend that, but I don't believe that there is any recycled water in the near vicinity of this. It was simply a standard comment that we include when we make reference to utilities or wet utilities; it's sewer water, recycled water and anything along those lines, but if it is not available and it is not reasonable then we wouldn't then in fact ask the developer to bring it up from an immensely large distance and he will also get that same information when he speaks to the EMWD Engineers. Did I hit all of your questions appropriately?

COMMISSIONER VAN NATTA – So where does Thomas eventually end up?

LAND DEVELOPMENT ENGINEER SAMBITO – The approved development to the south, which would be an extension of Tranquil, if I recall has a cul-de-sac or a knuckle that turns north and ties in, so it would end up looking like a horseshoe if you would, if you didn't have the extension beyond Thomas, it would be horseshoe shaped. So Thomas will; if it is developed as it is approved to the south will tie into Thomas to the south, which will tie into Tranquil and go back towards Hubbard.

COMMISSIONER VAN NATTA – Okay, thank you

VICE CHAIR BAKER – Are there any other questions of the Commissioners? Okay, thank you.

APPLICANT LEE – Thank you

VICE CHAIR BAKER – Now we are going to open this up to Commissioner Debate on this project, so where do you want to start? Do you want to start down there with you Commissioner Ramirez and give us your thoughts?

COMMISSIONER RAMIREZ – Well, again right now, it seems to be the main concern is the drainage and if the project is going to maintain the same level of water flow then that is just contributing to an existing problem because they already have a few water drainage problems, so having said that, is there

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anything the developer can do to improve the water drainage system so that it doesn't continue to flow or it flows better for the current residents on Metric and on Tranquil?

LAND DEVELOPMENT ENGINEER SAMBITO – Mr. Commissioner, I don't know for a fact that there is an existing problem. Again the developer may discharge as much as what is being discharged today, but often times through the development and the fact that he is redirecting water that used to flow towards the south, towards the north and into the street, which will be the future Metric, that water is no longer going in the direction that it typically did, so we expect that the water flow will be significantly less. As I review the plans here, one of the residents made a concern about the water and the three foot wall. All of that water is not flowing towards the south or the back of that property, but yet towards Metric, so the water that once maybe would go towards that homeowner in the south with the pool, is now being directed towards the north to Metric where it will inside the street with curb and gutter, which is basically an open channel that will transfer that water towards a more formal storm drain facility, so we can expect that the water that was once tributary to the south will be significantly reduced because of this development.

COMMISSIONER RAMIREZ – Okay what is the time line for the completion of the development?

PLANNING OFFICIAL TERELL – There isn't… that would up to the… should the tract be approved, they would need to go through Plan Check and have a Final Map approved and the timing on that is probably at least a year to go through that process and then after that it would be up to the developer whether they wanted to develop immediately or they could wait. Approvals are good for three years and then the applicant can come in for extension of time and that extension of time would potentially give more time to them, but it is not automatic, so most developers are optimists and they would like to anticipate developing within the three year time frame of the existing approval, but should the economy not allow that for whatever reason or their economics it could be longer than that.

COMMISSIONER RAMIREZ – Okay thank you.

COMMISSIONER DOZIER – Well I think the project is consistent with the zoning for this area and this region. We're looking at a field that has been vacant for a long time albeit some of the dumping problems have experienced and I think development of that property will improve certainly that situation. It is certainly is consistent with the housing that certainly is the west of it and will be consistent with the housing that will be built to the south of it and I kind of like idea that there is access to the sidewalk and to the street. I think actually the residents who live in the area will appreciate it more than they'll not appreciate it because when they want walk and they want to get around their community they are going to increase if we're concerned about green and we're concerned about carbon

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footprints. If you have to drive to get out of that complex to get to a place where you can walk you are going to increase the carbon footprint, so I think making it a more walkable community by having access to Perris, especially if there is going to be curb and gutter along Perris to make it safe to go up to the stop light, I think that's better to have. I kind of see them being a little land locked if they don't have that access, so I kind of like that.

Again it is consistent with the zoning. I think it is a proper infill project. I think it will actually improve with the proper housing and I have to say that just because this is a Tentative Tract Map; this is just a layout of where they'd like to put houses, they would still have to come to the Commission with their final plans when they get ready to build, so this is not our only opportunity to look at what they are going to build. We will have another opportunity to look at that when it comes before us. I covered sidewalk and foot traffic; access to the lighted corner I'm just concerned about how the kids would get to the school. I've been up there many times as my grandson actually went to Northridge Elementary School. Most of that traffic is on Kalmia and that's where it backs up and people are all on street. If I were living on Kalmia I'd be upset about that traffic because it gets very, very bad and you cannot park in the mornings when kids are being dropped off. They figure out a way to park and do u-turns in the middle of the street, so that's where all that takes place and I'm familiar with that and most of the dropping off is done on Kalmia at the north end of that school. There is not a whole lot that is done really off of Perris Boulevard, so a safe place for the kids to walk to get to that stop light is a concern of mine.

I think we've dealt with drainage. Drainage on most of these kinds projects are conditioned to handle the water on the site itself. They have to have a plan and it has to be an approved plan and that water is not going to cause any problems for anybody downhill from them or in any direction and usually those projects are designed and conditioned to handle that water so it does not cause a problem for the surrounding neighbors and we trust that our Planning Department is applying all of those rules and regulations and conditions of approval and I think they have addressed that. I think it will improve your drainage situation in that area because where you had a vacant lot and it was running in a particular direction you now will have it developed and caught so to speak and put into a drain system that is conditioned and designed to handle it. So those are my thoughts. I think it's a good infill project and I think it's just a Tentative Map at this stage and those are my feelings.

VICE CHAIR BAKER – Thank you

COMMISSIONER CROTHERS – Hi, I also agree with Commissioner Dozier that the project is a good infill project for the space that it is, however I do have some concerns. Some are most of the same of the residents that live in the area. I first have a question… is the water that is directed toward to Metric from this

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property; is Metric built to handle the extra water that is going to be drained onto Metric or is that going to create a problem all in itself?

LAND DEVELOPMENT ENGINEER SAMBITO – Again Mark Sambito with Land Development. The Engineer will need to prove to us that in fact the proposed roadway and the existing roadway downstream has the capability of carrying the extra water without flooding or causing a flooding situation further downstream before it enters the storm drain.

COMMISSIONER CROTHERS – Okay thank you. Also Mr. Dozier brought up that traffic is mainly on Kalmia for Northridge. I also attended Northridge. I know the traffic that is around there. I do know that Kalmia bears the brunt of the traffic, however if I were a parent dropping my kid off and I realize that Metric was a viable opportunity for me to drop my kid off and have them walk across the street, I would probably be more apt to go there rather than Kalmia, possibly shifting the traffic problems from Kalmia onto Metric or at least sharing the traffic problems that we have on Kalmia to Metric. I do like the fact that it is a cul-de-sac. I think when people purchase a cul-de-sac that is what they want. They want to be kind of hidden away from the main road. A couple of the public had mentioned flipping it 180 degrees so that you know the opening is on Perris and I think that would significantly take away from the allure of buying a house on a cul-de-sac.

My main concern is still that walkway. I think that if Northridge were a neighborhood school it might make sense to have that walkway so the neighborhood kids could utilize that walkway along with the neighborhood parents however knowing that I went to Northridge and I don't live in that area, I was driven every day, I know that Northridge is not a neighborhood school and it is not supplied by the neighborhood kids, so I think having the walkway there is not beneficial to the neighborhood. I think it is beneficial to the people who drive their kids to that school. You know I'd like the project to maybe reconsider that pathway and possibly taking it out.

Another issue that I have is the sideyards on the other side of a block wall. I know that if I were the resident I probably wouldn't pay much attention to that side yard and since it is going to be on Perris Boulevard it might create a problem of making our City look not up to standard because the resident kind of sees it kind of out of sight, out of mind; it's on the other side of a block wall and it's out of mind. You know, personally as a homeowner, I probably would pay less attention to it then my yard that I could see from the front or the rear of my house.

The other concern was with construction traffic and I know that I read in here that the development has to supply traffic for construction. I am assuming that will be all within the gated area. You know, all 16 houses don't go up at once, so I'm sure there is a least one lot that you know that everybody can park on to keep the traffic from Metric and Tranquil. Also, Mr. Magill said something about traffic

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construction during the day from 7 to 7. I am also a day sleeper. I work at night. I purchased a home that backs up to a major roadway. I hear road traffic all day, every day and you know it is just something that kind of came with house that I purchased and no matter ten or fifteen years down the road, that road traffic isn't going to go away, but you know eventually once the road construction is done, all that construction traffic will go away. I think that's a problem that will be solved with time and with the completion of this tract. Thank you very much. I want to thank everybody for coming out and talking.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – Overall I think it is a really good plan. I like seeing unused abandoned pieces of land within the City being developed and this is a good place to put houses. Not much else you can do with it. I like the fact that they are larger lots. They haven't cut down to the small lots which seems to be very popular these days and I would hope that when they decide what type of homes to build there and the approvals that come with them, that they will be homes that are similar in style to what is there; more of the single story ranch style homes and that is what people like. They like having some land around them and there is a large preference for the efficiency of a single story home, but I do have a couple of concerns.

I'm not too concerned that the drainage problem will not be handled. I know there are mechanisms in place to handle that, but the idea of having that walk thru at the end of the cul-de-sac seems to me will cause more problems than it will give benefit to the homeowners; the people already living on Metric and the people who are buying the new homes built there. Very few of them may even have the need to use that walkway, but as Commissioner Crothers brought up, when other people realize that that is a way that they can… someplace they can park and drop their kids off or even park there and walk their kids across the street to school and come back without fighting the traffic. I mean I live close to here. I've seen that traffic on Kalmia in the morning. I think that would be an issue and if there are steps going up there anyway, I don't know what kind of accessibility problems that would cause there. If we had steps somewhere and what if somebody can't use the steps and could say you didn't build me something with access to my wheelchair or something like that. With that kind of a cut through thing, I could see that being used more in ways that would not be of benefit to the neighborhood, so other than that issue, I like the project.

VICE CHAIR BAKER – Thank you

COMMISSIONER SALAS – Is there any more to be said? I support the project and I think the walkway to Perris Boulevard is a necessity in a way. I can see where it can benefit the local…not only the 16 houses but the other people. My only concern again, is for the side yard maintenance on Perris Boulevard and the reason is it is Perris Boulevard and we do want to make our City look nice and I

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just hope; there is nothing we can do. We can't condition anybody to take care of the yard and I know that because I have neighbors that have the same problem, so I support the project and I agree with my Commissioners.

VICE CHAIR BAKER – Thank you

COMMISSIONER OWINGS – Thank you very much for coming today; all those from the neighborhood and I'd like to thank the Applicant. I appreciate all your concerns and I agree with some of the concerns that have been presented by the Commission. I'd like to thank the Staff for a thorough job. I have the confidence that the Engineer and the Staff will be able to resolve these drainage problems and hopefully all the other concerns. We have to rely upon the Engineers to do that. I will vote to approve the project because the development meets the City standards. The Staff has approved the project or recommended approval of the project. The property owner should be able to rely on approval for his project if it meets the City standards and I hope that the economy will improve quickly so that the development can proceed as quickly as possible.

VICE CHAIR BAKER – Thank you. I also support this project. You know we've had several of these infill projects the last several years that I've been on the Commission and they are always difficult because it is not like going out and doing them; a couple of hundred units and when you are doing 16 rooftops in an infill area there are certain issues you've got to deal with, but I think eventually having 16 homes there is going to be a lot better than that dump ground. I was there today and really people are dumping their trash and everything. It is just not conducive to the rest of the neighborhood. So we've got the drainage issue done. I can see the issue for the walkway. One question that I had on that is why are we doing steps as opposed to a ramp?

PLANNING OFFICIAL TERELL – It is because of the change in grade.

VICE CHAIR BAKER – Okay, so you just need to that to get the proper…no ADA issues on that…

PLANNING OFFICIAL TERELL – Right, actually, strangely, sidewalks are not subject to ADA except for at street corners, ramps at street corners and crossings have to meet certain grades and then the cross grade on a sidewalk has to be a certain minimum and maximum, but the actual slope of the sidewalk is not regulated by ADA.

VICE CHAIR BAKER – Okay; I mean a ramp would have to be what 25 or 30 feet long right?

PLANNING OFFICIAL TERELL – It would probably have to be a switchback I would think of some sort

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VICE CHAIR BAKER – Yes it wouldn't work. Okay I just wondered.

COMMISSIONER VAN NATTA – It could; it could work

VICE CHAIR BAKER – A switchback?

COMMISSIONER VAN NATTA – Yes, I've seen them a lot of places

VICE CHAIR BAKER – I mean is that an option to do a ramp there as opposed to… I mean are we going to have skateboarders going down through there?

COMMISSIONER SALAS – More on the ramp

VICE CHAIR BAKER – That's what I am wondering. Are we going to create another problem by doing a ramp?

COMMISSIONER VAN NATTA – We could eliminate the problem by eliminating the opening.

VICE CHAIR BAKER – It wasn't clear in my mind when the developer said who pushed for this opening; the developer; the city or the people in the area or what was the deal on that? Why do we need it there?

PLANNING OFFICIAL TERELL – Well do we need it? I think it was suggested by Staff because we saw the potential that there was existing access that was there that would be shut off and whatever you do along Perris Boulevard… the less successful it is, the less likely it is to be maintained and typically what we do on a situation where there is a walkway where it goes through is the block wall stops at the front of the house and there is typically a fence so you don't have people walking across your front yard. There is a fence that goes to where the walkway is, so it is much more open than might… it's not like the walkway has a wall on both sides of it. Typically there is a fence that the front yard is visible, so that the people that owns that house; again making them do it is one thing but people that typically take care of their front yard on a corner lot is a good example. Usually they take care of the side yard but not always and that was another thing was to provide access to the area that these two property owners would be required to maintain, so that's why we encourage the owner to do it and the owner was amenable to doing that. From the testimony tonight, it seems like there is several of the existing owners along Metric that think it is a good idea and then there are others that think it's not a good idea, so it's kind of not a decided issue one way or other, but Staff did recommend this or suggest this as a possibility to kind of address that reverse frontage along Perris Boulevard as well as provide some better access.

COMMISSIONER VAN NATTA – Well I can see it's almost like you have to go all one way or all the other as you can't close it off and then still require them to

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maintain the outside. You know if you do one you have to do both, so if you were to close it off you would have to do some kind of hardscape out there that doesn't require constant maintenance or if you are going to leave some sort of landscaping out there that they have to maintain you are going to have to leave it open.

PLANNING OFFICIAL TERELL – Yes it's kind of…

COMMISSIONER VAN NATTA – They are tied in

PLANNING OFFICIAL TERELL – Yes they are tied. You solve one problem but you might create another one. It's kind of a dilemma of many developments.

VICE CHAIR BAKER – You know I still like the idea of the hardscape you came up with. I mean they are still going to have maintain the weeds and we'll put a weed barrier in there, but you out into some of these deserts; especially in Palm Desert and that's all they do now. I know one project I had out there, I had to pull it all out around a building and put hardscape in it and if you've got the right person that knows how to do that, it can look pretty attractive and certainly if you put succulents in and things that don't take a lot of water.

PLANNING OFFICIAL TERELL – Yes yes certainly you could even condition that we look at doing a hardscape with say trees. I mean trees along there would probably make a big difference. That is really the biggest impact when people are driving, hopefully not much more than that 45 along Perris but probably more. They are not going to notice the lilies and the lower stuff, but they will notice the trees and what we often do in areas like this is we do a hedge and trees, which don't require a lot of irrigation or a lot of maintenance.

COMMISSIONER OWINGS – Mr. Chairman is there a consensus to change or to recommend that the condition be changed from green to hardscape? Is there comment?

VICE CHAIR BAKER – Right

COMMISSIONER OWINGS – Well do we have a consensus among the Commissioners?

VICE CHAIR BAKER – Is that something that we need to decide tonight on our conditions?

PLANNING OFFICIAL TERELL – Yes, if you would like to have us focus on hardscape rather than shrubs, yes we would want the condition to reflect that.

VICE CHAIR BAKER - Okay, yes sir

MV00111930

COMMISSIONER DOZIER – If we go to hardscape isn't that still the responsibility of the homeowner?

PLANNING OFFICIAL TERELL – Yes and I think what I hear from the concerns is it is really something that is low maintenance; that could be hardscape; that could be shrubs and trees that don't require… which the selection of those can be done to minimize the ongoing maintenance as opposed to having a lawn or annual flowers or something that takes more maintenance. I've sensed that's really the concern and if you wanted to put in low maintenance or something like that, possibly including hardscape we can work with the Applicant to address that when they do their landscape plans.

COMMISSIONER VAN NATTA – Something that doesn't require a lot of watering

PLANNING OFFICIAL TERELL – And low water; yes

COMMISSIONER DOZIER – Sure, but if we're suggesting a hardscape to solve the problem of the opening, the owner of the house would still be responsible, whether it is hardscaped or softscaped, they are still responsible for maintaining it and to maintain it even it is low maintenance; they'd still not have access even if we shut it off to do that, even it were to have the trees trimmed or the edges trimmed.

PLANNING OFFICIAL TERELL – That's correct. It would be more difficult to maintain if it was closed off.

VICE CHAIR BAKER – Okay, any other comments? So getting to Commissioner Owings, do we need to have a motion or build that into the conditions for a low maintenance landscape outside that wall or …

PLANNING OFFICIAL TERELL – Well I think that's been suggested as a modified condition. What you may want to do is poll the Commissioners and see if they are in favor of that or not and then we would just add it in if you are in favor of it and if you're not we won't.

VICE CHAIR BAKER – All in favor of the low maintenance landscape. All those in favor of the low landscape?

Aye – 6
Opposed – 0

So that's unanimous.

MV00111931

PLANNING OFFICIAL TERELL – Okay so we'll add that in the condition and you need to take formal action on the tract and we're there other issues; I'm sorry…

COMMISSIONER VAN NATTA – We're still kind of divided on the whether or not to leave that walkway open.

PLANNING OFFICIAL TERELL – Right and certainly you can poll on that also. You can take a poll and see what each Commissioner….

VICE CHAIR BAKER – Let's kind of determine on picking up the paper on determining the maintenance or the low maintenance landscape…

PLANNING OFFICIAL TERELL – If I had to guess I think it was slightly for, but you might want to poll and see if there a consensus or a majority one way or the other.

VICE CHAIR BAKER – Okay let's poll on the access to the cul-de-sac

COMMISSIONER VAN NATTA – Closed

VICE CHAIR BAKER – All in favor?

COMMISSIONER VAN NATTA – Of which

VICE CHAIR BAKER – I'm sorry… all in favor of having the access at the end of the cul-de-sac?

COMMISSIONER DOZIER – Alright

VICE CHAIR BAKER – …Of having it…

Aye – 4
Opposed – 3

So we're 4 to 3; is that right?

PLANNING OFFICIAL TERELL – Yes… okay so it sees by a slight majority you are for it.

VICE CHAIR BAKER – Okay, we're not going to agree on everything always. Thank you. I like the spirited debate. That's good. That's really great. Okay, now anything else anybody wants to add to this situation? Okay I think we're ready to go for a motion on the project.

MV00111932

COMMISSIONER OWINGS – Mr. Chairman I move to approve the project with the Conditions that we have discussed with Staff.

COMMISSIONER SALAS – And I'll second that

VICE CHAIR BAKER – Okay we have a motion and a second for the project. Do we need to read that; we probably do? Alright I'm sorry Tom; back on your last page; about page 5… 93, the big number page 5, you just have…

PLANNING OFFICIAL TERELL – Yes the last page of the Staff Report

VICE CHAIR BAKER – Yes the Staff Report. It is either page 93…

PLANNING OFFICIAL TERELL – Yes if you want to make a motion to approve

COMMISSIONER OWINGS – Mr. Chairman, I make a motion to **APPROVE** Resolution No. 2011-12 recommending that the Planning Commission

1. **RECOGNIZE** that the Tentative Tract Map 35606 qualifies as an Exemption in accordance with CEQA Guidelines, Section 15332, as Conditioned, will not result in significant environmental impacts; and,
2. **APPROVE** Resolution No. 2011-12 **APPROVING** PA07-0129 Tentative Tract Map 35606 based on the findings in the Resolution and the Conditions of Approval to the Resolution.

COMMISSIONER SALAS – I'll second

COMMISSIONER DOZIER – Don't we have to say as amended?

COMMISSIONER OWINGS – That should be as amended to address the additional condition of approval regarding the low maintenance landscape with that provision. So moved.

PLANNING OFFICIAL TERELL – A second to that?

COMMISSIONER SALAS – I'll second.

PLANNING OFFICIAL TERELL – I'll second

VICE CHAIR BAKER – All those in favor?

Opposed – 0

Motion carries – 7 – 0

PLANNING OFFICIAL TERELL – Okay this action shall become final unless appealed to the City Council within 10 days.

MV00111933

VICE CHAIR BAKER – Thank you.

2. Case Number: PA10-0022 Modifications to Title 9 of the Municipal Code for Dark Sky

Case Planner: Mark Gross, Senior Planner

ASSOCIATE PLANNER GROSS – Good evening Vice Chair Baker and members of the Planning Commission. I'm Mark Gross, Senior Planner. Staff is presenting the proposed amendment to current lighting standards found in five sections of the Municipal Code. The amendments relate to additions of dark sky, provisions for the general site street and recreational lighting Citywide. Now you may ask why we're actually going through the provisions of updating our Code. There are a number of reasons actually why we are doing this at this particular time.

First of all, the lighting standard modifications are a direct result of a settlement agreement reached in January 2010 between the Sierra Club, Highland Fairview and the City of Moreno Valley regarding the approval of the Highland Corporate Park Project and so we had to actually come back and look at the current lighting standards and see what we can do to make it a little more dark sky in this particular instance. It is also the result of review of concerns of various development projects located in more hillside residential areas in the north and east portions of the City.

Now the addition of the modification of existing lighting standards in this case is going to, for the most part, curtail and revise any degradation of the night time visual environment; the night sky. It is going to minimize or help to minimize glare and obtrusive light by eliminating outdoor lighting that is either misdirected or excessive or in some instances unnecessary. It will also conserve energy and resources to the greatest extent possible and it is also going to help protect the natural environment from the damaging effects of night lighting.

Staff has in this process reviewed existing standards and local jurisdiction and dark sky ordinances and there were a few out there; not a lot of dark sky ordinances out there, but what we did is we focused on a couple of items. First of all, the international dark sky ordinance, and there were sample ordinances that the settlement agreement looked at which wanted us to look at Palm Desert, and there were other cities out east of us that actually had dark sky ordinances, but again few and far between. What I would like to do at this point in time is just to highlight some of the changes that you are going to see with this particular lighting ordinance amendment.

Now the first item that it is going to provide is it is going to revise the development and performance standards to include maximum wattage of light

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bulbs for single family residential and multiple family residential and that would be 100 watts of incandescent lighting and 26 watts of fluorescent and also for non-residential; the commercial and industrial properties there will be a maximum lighting standard of 250 watts of high intensity discharge lighting. The design of all the lighting will be with full cutoffs; so you are going have any lighting with projects that would have full cutoffs and would be fully shielded for residential, multiple family and non-residential properties; so that would be industrial and commercial type properties.

There will be further reduction of light trespass from one property to another so you'll get again a reduction of spill-over lighting from adjacent properties for all non-residential, commercial and industrial and multiple family residential, which is currently measured from within five feet of the property line, and it is now going to be at a quarter foot candle minimum maintained lighting for that area.

Now this does differ from the standard that we have currently, which the measurement is actually at the property line and it is a half a foot candle, so it is reducing the lighting. It is also going to include height limits on hillside residential lighting and not exceeding eight feet with all other residential areas; excuse me that would be hillside residential areas and then all other residential areas not to exceed twelve feet. Non residential lighting height limits shall be a maximum of thirty feet except within 100 feet of the residential use where lighting shall be reduced to a height of 20 feet and there will be a reduction of courtyard and walkway lighting, which would be a maximum of twelve feet in height.

Now in addition, there are going to be a couple of modifications into the general lighting section of the code and two additions you are going to have for lighting for parks, athletic field and trails and it is pretty much taking the standards of what we have and it is minimizing the spillover of lights and it is also going to be providing fully shielded lighting and horizontal cutoffs that would be required and you also have the street lighting section that is actually moving over from one section in 9.08.190 to actually this section, which will again include installation of street lighting solely for the purpose of illuminating public right-of-way and conformance to the City street lighting standards.

Now there will be provisions in this particular code for the addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10 pm or the close of business, whichever is later and until dawn or the start of business, whichever is earlier and I did want to stress with these particular standards that we are looking at, the standards in this ordinance is applying only to new projects and existing projects that are either modified, enlarged, reconstructed or changed from previous configurations. So again, existing standards or existing development will not have to meet these particular standards, they will meet what is in place currently before this standard would go into effect.

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Now tonight the Planning Commission would be required to review and provide a recommendation to City Council on the proposed lighting development code amendment. I did want to mention that based on the environmental review of the proposed amendment, the item is exempt from California Environmental Quality Act, CEQA Guidelines, pursuant to Section 15061 in that there is no possibility that the proposed activity may have the potential for a significant impact upon the environment.

Noticing was provided for this amendment as a 1/8th page display ad in the local newspaper. A copy of the notice was also mailed to Sierra Club and George Hague who was involved in the initial law suit and subsequent settlement agreement and we did tonight or today I should say, receive a couple of… we actually had one call and we had two emails and I believe you would have gotten a couple of those emails. One actually is from the Sierra Club that pretty much is recommending support of the ordinance amendment as recommended by Staff and presented this evening. That concludes Staff's Report and I'll be happy to answer any questions.

COMMISSIONER OWINGS – Mr. Chairman, may I address some questions?

VICE CHAIR BAKER – Yes, surely

COMMISSIONER OWINGS – Mr. Gross, just some background information for this; for my behalf and maybe possibly for the other Commissioners just to clarify. Out of the lawsuit, it was agreed with the City or in the settlement agreement that we would just look at these standards. I notice in your Staff Report that you made a survey of several cities; surrounding cities; Redlands, Riverside I believe do not have a similar ordinance. In your survey of those cities was there any information from the staff of those cities why they do not have this?

SENIOR PLANNER GROSS – Well that is correct, that the surrounding cities did not have a dark sky ordinance. They were some provisions like Riverside I think have some very minor provisions in their Code, but I did not see anything or any specific dark sky requirements for the other two cities.

COMMISSIONER OWINGS – Were any of those concerns possibly potentially public safety concerns or economic impact and development concerns that cities do not have these because who is against dark skies, so there must be some reason why the cities around us have chosen not to adopt these standards.

SENIOR PLANNER GROSS – Well, I think you are seeing more and more opportunity to provide these types of standards. I think in my review of what I looked at as far as a survey, the majority of the cities that I looked at other than Beaumont which is very close to us, there was a full dark sky ordinance involved with that city. Of course Palm Desert and some of the desert communities had it. From what I see the majority of the areas that actually provided these standards

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were more rural in nature and they were more of a kind of I guess recreational-type community. John may want to add to that.

PLANNING OFFICIAL TERELL – Yes, if I can interject…we're calling this a dark sky ordinance. If you've been to some place like Prescott, Arizona or Sedona, Arizona, this is not that type of a dark sky ordinance. The minimum and maximum foot candle in the proposed ordinance is exactly the same thing as the proposed ordinance, so we're not reducing any amount of light but basically directing and shielding it. There is a proposal in here which actually matches what we do in City parks currently which is a reduction of 50 percent of the lighting after a business is closed. That is exactly what happens in the city parks today.

COMMISSIONER OWINGS – Mr. Terrell has there been any estimation about the additional cost to the City in terms of enforcement. In yours and my tours of the City, it seems like the City is so strapped in terms of enforcement that it can't even enforce the City sign ordinances, so every block you go to you see a violation of the City's current sign ordinances, so has there been any estimation about the additional cost placed on the City for enforcement and also has there been any study done in terms of public safety. I mean this is a community that is much different than Prescott, Arizona…

PLANNING OFFICIAL TERELL – Yes and that's why I was pointing out that it was different. The Police Department was part and Mark didn't say this but it was I think in his report, we had an inter-staff committee that included members from the Police Department, our street lighting folks, public works; all the folks that are involved and some parks and recreation and so this was vetted through them. There was not a particular concern from the Police Department that this was going to cause issues as long as there was still lighting over doorways and entrance ways and that is not required to reduce by 50 percent at night.

COMMISSIONER OWINGS – Was there any survey or study done that would give us some indication as to the possible or the potential cost to the new developers to the community who are thinking about developing here? If you can go to Redlands and not meet these standards or you can go here and have to meet the standards. Was there any type of discussion along those lines?

PLANNING OFFICIAL TERELL – We did not. The other thing that is in Mark's report was we did send this out to all the lighting companies that have done business in the City in the last three years with a copy of the ordinance requesting their input and unfortunately none of them chose to provide any input, which you can say they were too busy or you can say they didn't have a major concern, so we can't interpret why they didn't respond, but we did make that outreach. I would pause it that since we're reducing the lighting requirements potentially, that it is not increasing the costs. There is a cost for shielding the lights. We already require shielding of lights so this is just putting it in the code

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something that is pretty much required on every development already, so I understand your concern. If I had to pause at a reason why say the City of Redlands doesn't have this, it is probably because they require these things through some other venue or they have a very old code. I don't believe that there is anything in Redlands or Riverside where you drive through neighborhoods and there are glaring light problems there, so this is not meant to be revolutionary. I was at and you are correct though, this is the study; this Staff's recommendation based on looking at these other communities, it our recommendation on reducing lighting levels to potentially create a better aesthetic and not affect public safety, because that was very important and that's why we included the Police Department in the review of this ordinance.

COMMISSIONER OWINGS – Well thank you very much, I appreciate it.

COMMISSIONER DOZIER – I didn't understand full cutoff? Could you explain what that means by full cutoff? I assumed it just meant cutting the light off but you know…

COMMISSIONER OWINGS – It has to do with cutting the lighting off and shielding yes.

COMMISSIONER DOZIER – Okay, so full cutoff versus what half cutoff.... I mean…

PLANNING OFFICIAL TERRELL – It means that and if you look at most lighting fixtures in newer developments or even in older developments like Town Gate Project, it means that there is a shield that goes around the four sides of the light. There certainly are lights where they are cutoff; ball field lighting is a good example where it doesn't have full cutoffs because they are trying to cover a much wider area and full cutoff is like this; ball field lights or some other lights you might find something like this. The opposite of that is the kind of lights that people have that tilt up and shine directly out and that's not a full cutoff, so the idea is that all four sides of the light focus the light down towards the ground where you are trying to provide visibility.

COMMISSIONER DOZIER – I think I understand that. Now if you are taking a light bulb that is 250 watts and you are putting full cutoff and you are directing the looms down to the ground you are getting less lighting out around that, so if I'm in a parking lot the light is coming down but it's not necessarily going out in that direction. I understand the desire to want to cut and diffuse lights so that we can see the sky; I guess that's the Sierra Club's position. In some of our newer shopping centers I think we've used this full cutoff lighting and I get a little concerned because in a parking lot where people have to go some distance to their car, it does cut down on the visibility within that parking lot.
In some parking lots and I'm going to use an example; I'm going to use Fresh N Easy on Iris and Perris. I've been in that shopping center in the evenings and it

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is very dimly lit once you leave the light even around the store. Even around the store there is not a lot of lighting, so I find it a little hard to accept that there wouldn't be a problem with Police enforcement because it's just not as lit and I even have concerns about my wife if she is parked too far away from the front of that Fresh N Easy getting to her car because the looms are different and the lighting is different from other shopping centers that don't have those.

So I kind of would feel a lot more comfortable if someone would categorically say to me that cutting in a public shopping center, the ability to light that parking center parking lot that that is not increasing the potential for more crime or illegal activity. Everybody would like to see the sky but we would also like to be safe when we go out at night. A lot of the communities that we used as an example are more rural and they are out in the desert, they have clear skies and they see more stars than we might ever see, so it might be little unfair to use those cities who are trying to get that view, especially if you got out to Arizona or places in the desert. I just feel more comfortable if I thought that the overall policy wasn't going to cause situations that would put the public perhaps in more peril because of the lack of light at night. I don't get that based on what I read in your report. I understand the reason for it and I understand why the Sierra Club is pushing for it, but I'm not so convinced that the safety factor is there.

COMMISSIONER OWINGS – Mr. Chairman, I follow your remarks. It's not only in the urban areas or in the developed areas because there is plenty of examples of what you are talking about; the new Target on Nason. There are parts of that area out there you know, you could probably steal the bank and no one would know, but talking that a step further to your own personal residence, shouldn't you be the judge of what wattage or lighting is necessary for your home to be protected and be safe and this ordinance seems to take or these changes to the proposed ordinance seem to take those discretions away from the homeowner and the property owner. Now I was a 23 year resident of Redlands; you're a resident of Redlands now, there are plenty of areas in Redlands that have just as many problems as this City has and those are people with the main deterrent of crime in those areas is well lit properties and you can into those areas of Redlands and you will see they are lit and I'm sure it's the same in Moreno Valley, so I think it's more broad than just a question of the developed areas. It is the personal safety of the people in their own homes.

PLANNING OFFICIAL TERELL – But again to respond I guess, is that we did have the Police Department review this proposal. They did not express any particular concerns. Their main concern was lighting as far as crime, lighting over doorways. The minimum lighting standard isn't changing based on this ordinance.

COMMISSIONER OWINGS – But Mr. Chair it does have a minimum on the property owner for I think you said it was 100 watt.

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PLANNING OFFICIAL TERELL – Well the minimum lighting that is required is one foot candle in a commercial center, so I think that was Commissioner Dozier's concern in a commercial center. The minimum lighting standard is not changing. As far as yes on single family residential, there is a maximum wattage. You asked about compliance and the cost of doing that, like any ordinance that we have; voluntary compliance is 99 percent of what occurs. This would only most likely come into play; this would only come into play for obviously industrial and commercial where we would actually review the lighting the plans and make sure they meet the standards and that is not changing, but on single family residential, we don't have lighting plans for single family residential unless they are building something like a lighted tennis court and then in fact the code has always had a requirement plan where people are putting in a lighted tennis court.

COMMISSIONER OWINGS – So to clarify, is this portion just a revision, redundant, unnecessary or all of the above.

PLANNING OFFICIAL TERELL – Redundant… it provides an opportunity for people that are bothered by high light levels to have a fixed standard so that when there is a complaint, we actually have something; a specific standard to…

COMMISSIONER OWINGS – And that comes to my next point, because if you are not willing to take care and enforce the thing across the board to all people concerned, then I really have a problem with ordinances and laws that go unenforced. I don't believe we really need a law that isn't enforced. Your comments to me about the sign ordinance; why have one if we don't enforce it. I think there are a lot of priorities in the City that should come first before this priority and I intend to vote no on this and I appreciate the Staff's work on it and your honest portrayal of it. Thank you.

VICE CHAIR BAKER – Okay who is up next?

COMMISSIONER VAN NATTA – I kind of see some truth in what he is saying there. I was listening to this and you know you are saying eliminate unnecessary lighting and you're talking about residential lighting and I'm like who decides what is unnecessary. If we're going to put something in place that enables my neighbor to call in for enforcement because they feel that my porch light is a little too bright, you know it is getting a little bit too intrusive and I didn't write down what you said was the maximum watts allowed in residential, but what was it; 110 or 120…

PLANNING OFFICIAL TERELL – 100 per light bulb.

COMMISSIONER VAN NATTA – 100 watts?

PLANNING OFFICIAL TERELL – Yes 100 watt light bulb

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COMMISSIONER VAN NATTA – I don't like that. I mean if I want a really bright light in my house I should be able to have it without having some sort of rule saying that I'm not going to, but if you are going to tell me that and you're not going to enforce it anyway, why even put it in. That doesn't make sense. The other question that I had is how is this going to affect somebody who is going to bring a business in and then they are told or by the way you may feel it is necessary to leave the exterior of your building well lit at night to cut down on vandalism and graffiti and trespassing and all that kind of stuff, but we're going to tell you that at 10 o'clock you are going cut that way down. The same was mentioned about the parking lot lights. Maybe we don't have numbers that say that a less well lit parking lot is going to reduce crime, but if I'm walking through a parking lot, I like to be able to see where I'm going and not worrying about tripping and can I see what I'm doing when I'm putting my groceries in my trunk and things like that. It's all very well and good to say that as a City when we are installing the City lights; the street lights; the exterior lights and everything; those be shielded, but is it really necessary to put all of these restrictions that might affect the willingness of somebody to bring more business to the City.

PLANNING OFFICIAL TERELL – Yes I agree. This is from our research, I anticipated that requiring the reduction of the lights after 10 o'clock might be one of the more controversial elements of this and it is certainly within the purview of the Planning Commission to make that voluntary rather than mandatory or to say we're not going to do it at all, but the current standard requires people to have their lights on all night long even if their business is closed, so this is kind of saying going the other way that we're going to require that you lower the light levels for energy conservation, but certainly the Planning Commission if you so chose could say don't do it at all or make it voluntary. You're the advisory board and we're just making the recommendation.

COMMISSIONER VAN NATTA – Well then if it is not necessary to have the lights on all night long, why can't you just make that simply optional; you can have your lights at night or you can turn them off. It is your choice as a business owner how well you want to have your building lit and how much you want to pay for your electricity.

COMMISSIONER OWINGS – Well I think as a business owner; speaking as a business owner, we have the ability to make those decisions on our own without the City telling us and as having the distinction of having the single largest one day loss in the history of American road insurance; 625 thousand dollars for 23 vehicles stolen, lighting is certainly proven to be… it was the silliest conservation thing we've ever done was to cut the lighting off at midnight and suffer a 625 hundred thousand dollar catastrophic loss of which the insurance covered it, but the deductible was several hundred thousand dollars and so I think each businessman has to make that consideration.

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The second thing is this, a new business coming into town, you said you'd grandfather certain businesses; well lighting for fast food and things of that nature is certainly a plus for a new business would be at a disadvantage to an old business as a result of the fact that one business across the street would be able to brightly light himself through all his hours of operation and a guy across the street might not. So those are all considerations and it is a little bit like getting closing the barn door after the cows are gone. This is a City of 150 to whatever estimate you believe thousand and to start making these now you know in anticipation of us doubling or tripling I think is unrealistic.

COMMISSIONER CROTHERS – I definitely like the idea of the dark sky for communities where you go to expect to see the dark sky. Communities such as Palm Desert, Palm Springs, Beaumont, Encinitas and San Diego; those are all cities where you go specifically to see the dark sky; to see the ocean; to see the views; to see Tempe, Arizona where you see all the rocks around you and those formations. This City is not like those cities. This City is very well populated and there are businesses all over our City and I think my main concern is safety and security. I don't want the light in the parking lot facing down and shining on my feet. That is not where the person's face is that may potentially attack me. I want that face well lit so that you know if anything happens there is a camera around and that face can be caught on camera. I don't think that me being a single female you know, working and shopping in our City, I don't think it is safe to cut off the lights. I can't get over that and I can't vote for this project knowing that I could be putting people at risk and I think that the lighting standards that we have already in place are doing just fine. I don't think that I've ever been somewhere and thought to myself oh my gosh it is just so bright and I wish they would cut these lights off at 10 pm. In fact in a lot of places at 10 pm I'm thinking to myself I wish there were a lot more lights around here because I don't feel safe getting out of my car or driving around the neighborhood.

PLANNING OFFICIAL TERELL – I'm sorry I didn't mean to interrupt but we're not in the deliberation stage of it yet, we're in the question stage, but understood, but I will remind everybody that the cutoffs are a current standard. They're not a new standard and the lights are at 20 or 30 feet in a shopping center, so the idea is the coverage is I believe it is a one foot candle at a certain distance above the pavement. It is not at the pavement, so just to clarify, but we are still in the question/answering stage and I believe you may have a Speaker Slip so we need to kind of avoid deliberation yet.

COMMISSIONER CROTHERS – Okay I think I have one more question.

VICE CHAIR BAKER – Okay one more question here.

COMMISSIONER VAN NATTA – So a couple of things you say we already have this in place and we already have that in place, can you maybe very simply tell us exactly what is changing with this rather than just reading the whole thing

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because now you are saying we already have a cutoff at 10 o'clock or whatever. What is different; what part is different?

PLANNING OFFICIAL TERELL – I think Mark identified those and I'll reiterate them. The first change is limiting specifically the wattage of the bulbs that can be used in residential and commercial. So that is a change. Currently we rely on the minimum and maximum foot candle, so the minimum and maximum foot candle aren't changing but the type of fixture you can have is limited by this proposal. So that's a proposed change.

The second is this concept right now we allow a half foot candle at the property line. This would reduce that to a quarter foot candle five feet back from the property line. That is usually the landscaping, so that is a standard that is more stringent than the current code.

The third I believe has to do with the height of the fixtures. In a hillside area I believe it is currently 12 feet and we're suggesting 8 feet as the maximum height of a light fixture in a hillside area. The residential limit of 12 feet isn't changing. The maximum in a shopping center of 30 feet isn't changing. The stepping it down to 20 feet closer to the property line is a change and for courtyards; we usually refer to this as pedestrian level lighting in the courtyard of an apartment building, that would be a maximum of 12 feet and the current standard is 15 feet.

Reducing the lighting by 50 percent at 10pm or when the business closes, whichever is later, that is a change. The current standard actually requires the lights to be on all night long, so the property owner doesn't have the option of turning them off or reducing them under the current code. Adding in specific standards for public parks; we have standards for public parks but they are in the Public Works Code but this adds it into the code to kind of provide consistency and so the public can go and say what is the standard for that and it will be in the code, so that's not a change, but we're putting it in the code. The street lighting is not changing at all. That is a section of the code that we're moving from one area of the code to another. The wording is changed slightly but again street lighting is a public works standard and…

COMMISSIONER OWINGS – Mr. Terrell, not to interrupt your thoughts…

PLANNING OFFICIAL TERELL – No, those are all of them

COMMISSIONER OWINGS – But how would this affect future development in the Moreno Valley Auto Mall?

PLANNING OFFICIAL TERELL – The Auto Mall is exempt because it is in a Specific Plan that has its own lighting standards, but the lighting standards currently in the Auto Mall don't meet the City standards. They were unique

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standards specifically because of the use that is there, so they are exempt from this.

COMMISSIONER VAN NATTA – So basically we could make all these changes and because existing things are exempt and certain specific areas are exempt, it really wouldn't make much change at all except for in a few places.

PLANNING OFFICIAL TERELL – The changes I would say are relatively minor but there a few of those points that you all have had some significant discussion on, so we're starting to get into deliberations so I'm trying to stop short of that, but I just wanted to point out what the specific changes are and as Mark said they do only affect new development. There a few areas that are exempt and the Auto Mall is specifically one that is exempt and it is primarily for new development but those areas that I mentioned, those are the areas that are changing. The other thing we tried to do here is really integrate the whole lighting standard so they are all in one place just to make easier for people to find them. That has nothing to do with dark sky; it has to do with making it a more accessible code section.

COMMISSIONER VAN NATTA – Okay so the full cutoff and the full shielding and stuff you were talking about, that isn't a change that is already in place?

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER VAN NATTA – Okay so if you have full cutoff for full shielding, what is the difference between an 8 foot light and a 12 foot light as far as the dark sky is concerned?

PLANNING OFFICIAL TERELL – Well obviously the closer you have the light to the ground the less spillage you have because the light is still going to spill out, but it doesn't make a big difference. Having a lower standard on a hillside is… when you are a hillside and our hillside ordinance is very stringent; the idea is that if you look up at the hill you will more likely see the lights of the houses as opposed to street lights or lights sticking up above them. That is not a significant change, but it is meant to reduce the light levels in the hillside areas only.

COMMISSIONER VAN NATTA – But doesn't that bring the light down to where like you know maybe a vehicle passing under them can hit them or I mean I can reach 8 feet myself and touch a light. Wouldn't that be more prone to damage or something if it was shorter?

PLANNING OFFICIAL TERELL – Well it doesn't refer to street lighting, so street lighting standards are different, but the private lighting; yes even a 12 foot light… there are vehicles that certainly could hit those but the intent is that most lighting in a residential area neighborhood is either on a post that it is on the front yard or along the side of the driveway or it is on the building itself and it just lowers it a

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little bit. The 12 foot standard for single family has always been in the code and that's typically right over the garage door would be about 12 feet.

COMMISSIONER VAN NATTA – But then if you lower that to 8 feet then they wouldn't be able to put it in the eave of a house to eliminate the backyard…

PLANNING OFFICIAL TERELL – That is correct. In the hillside area that would be restricted so that's certainly something that you may want to consider.

VICE CHAIR BAKER – Are there any other questions? Okay we're going to open this item up to our Public Comments. The first one will be Michael Geller.

SPEAKER GELLER – Good evening. You know this is a time when you just say no. This kind of garbage; this is extortion by the environmentalists who don't care about anybody but themselves. The light is out of the bottle. Who is kidding who? You're not going to see the sky in this City. Anyone who thinks they are, are living in fantasy land. You can pass all these new ordinances to just make it harder for anyone to develop; create a double standard or so called double standard; create an enforcement nightmare and you're still not going to see any stars. You know get out and look.

I was here 26 years ago when you used to be able to see the stars. It's gone. It's done. I regret it to some extent although we didn't have any street lights; that's why we could see the stars. There were no street lights and the street was pitch black. We've chosen public safety over some things and that's the way it goes, but you know this extortion by these environmentalists to force the cities to do things that aren't necessary; aren't needed; don't need to be here; just adding new enforcement mechanisms and new little games to play and more ways to challenge developments is not a positive way to move things along.

We need to tell people if you want to get an ordinance passed then fine lobby and get it passed, but hold a gun to someone's head to try to get an ordinance passed and that's exactly what happened here. The Sierra Club held a gun to try and prevent development in the City. Enough is enough. Tell them no. The City did their part. All the Settlement Agreement said was you had to look at it; you've looked at it; say no; recommend to City Council and turn it down in full and be done with it and you know let's show that the residents in the City; not the three members of Sierra Club are going to run the City and tell the City what to do and you know we have rights too. You know all the rest of the residents; our Sierra Club members also have rights; people that own land have rights and enough is enough. You know there is nothing wrong with saying no.

You have a lot of legitimate concerns, but the biggest thing is that it is unneeded; it is unnecessary. It is not going to serve one iota of good. We're not going to see any stars. You know if they want to see the stars they are going to have to go out to the desert. It is an unfortunate truth. It's just the way it is, but this isn't

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going to change it and why do get into these fantasies that we're going to fix problems that can't be fixed by all these band aid ordinances. All it does is to make… instead of 400 conditions, they'll be 500 conditions of approval to get a stupid project approved and you know you can say enough. The City has done its part and I would hope that you'll just tell the City Council no and if they want to pass it then they'll pass it, it's ultimately their choice, but you know it is your choice to tell them we don't think it's needed. Anyway thank you and I have to go pick my wife up from the airport.

VICE CHAIR BAKER – Thank you Michael. Our next speaker is Steve Jiannino. If you just state your name and address so we can have that on the record.

SPEAKER JIANNINO – Okay I'm Steve Jiannino and my address is 24701 Valley Ranch Road, Moreno Valley and I have to disagree with Mr. Geller. I can see the stars. I live in the hillside. I live off of Ritchie Vista. I can see the stars and I would like to continue to see the stars. It's a wonderful thing, so I want you to recommend approval of this to the City Council. Thank you.

VICE CHAIR BAKER – Okay, thank you. Okay we have no more Speaker Slips, so I'll close Public Testimony and now we are going to go into Commissioner Debate.

COMMISSIONER CROTHERS – I won't take up too much time saying what I've already said at the wrong time in the meeting, however my standing is that in cities such as Palm Springs, Encinitas and San Diego; those are the cities where you really go to see the dark sky; you go to see… you know if you went to the desert and didn't see the stars, you would be sorely disappointed in your visit in the desert. That is just one of the attractions to it. I think that Moreno Valley as a whole has a good lighting position already in place and I don't think that this will serve to provide any more dark sky to the people who already live here. For Mr. Jinnino I envy you, I wish I could see the stars from my house, however you know I live in the middle of a development and I'm not lucky enough to live on the outskirts or in the hills; maybe someday, if I'm here that long. But you know, I do have to say that we've looked it; I've read it and I'm going to have to say no.

COMMISSIONER RAMIREZ – Thank you. In the wake of the most recent events that have taken place in our community, I'm very concerned that eliminating or reducing any kind of lighting is going to help our community as far as security goes. Having served in the Marines and having served in combat I know that strategically in order to operate efficiently it is easier to do it in the dark where you can't be seen. That's where you can operate and get away with things, so reducing lighting is not only going to promote crime but I believe it is going to make it more difficult for people to witness crimes as well, so I understand all sides and I can hear all sides of the discussion, but as a whole and for the utmost security of our community and given the wake of things that have happened and transpired in the last six months, I don't believe that reducing

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any lighting is going to help us here, so that's all I have to say and therefore I will be voting no against this. Thank you.

COMMISSIONER DOZIER – Well the first condition or the first change was limiting the bulb wattage for residences. I think that's kind of intrusive. I think I agree with my fellow Commissioner Mr. Thomas Owings that that is intrusive and I don't like that. I just feel like for my own personal safety and the safety of my family that I should be able to decide how much light I need in my front or my back, so I don't agree with the first change right there and you know if you pass an ordinance like this, the Home Depot and all of the different stores are going to know that ordinance exists and they are going to change their stock and they are going to make it more difficult for me to light my house the way I want to light it. I just don't see; I just couldn't go along with that I'm going to vote it down even just for that one reason. I don't hold any avarice against a Sierra Club for trying to save the natural world so to speak; that's their mission; that's what they do; but there are some limitations. There are some limitations when they are forcing some of us who aren't quite as passionate about some of those issues as they are and they certainly have tried to impose some of those on us that I think in this case affect our personal liberties and some of our choices and I don't appreciate that. I think you can be over-zealous and you can love something with so much of a passion that you infringe on the rights of others to make those decisions for them and that's unfortunate. I think that is happening in this case and I will vote against it as well.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – I think I already said it too. I think we'll begin learning when to ask questions and when to debate, but this is our first night so we're granted a little bit of leeway I think. Yes just going through the points where changes are being made, I don't see any need; any reason for these changes. I don't personally have any 100 watt bulbs in my house, but I reserve to put one in if I want to or 150 watt or whatever I can find if I decide for some reason I want more light. I think when you start cutting down the amount of lighting that the business owner can have around the perimeter; around their building or restricting the owners decision about when to have lights on and not to have lights on around their business, that should be the business owner's decision. I don't like the current requirement that they keep them on all night long either; you know let the business owner decide how much light they need for protection of their premises and as for the hillsides; if I have a two story house or even a one story house on a hillside and I want to put a light where I can illuminate my landscaping or my patio area or whatever and I'm restricted to putting it at 8 feet which is just a couple feet above the top of my head, you know it is very restrictive. I'd have to put in twice as many lights to get the coverage for my landscaped backyard or whatever for those patio parties and all that, so I just don't need to say anything more about it. I don't like it.

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VICE CHAIR BAKER – Thank you

COMMISSIONER SALAS – Yes I'll be short. I just don't… I'm not behind approving an ordinance that I think it is impossible to enforce. How are we going to enforce this? We don't have enough code enforcement and for a lot of other stuff that is a lot more important than this, so I'm not for it either.

COMMISSIONER OWINGS – I just would like to address the City Staff that lifted an eyebrow when they thought that my comments were slipping and away from questioning and into deliberation. Those were rhetorical remarks and meant to be rhetorical questions. You know one thing you said when you were talking to me in the questioning period when the real questioning period was, that there was some consolidation and Staff felt comfortable about those consolidations of getting all these type of lighting type issues into one area. You know I would really recommend and support a move to do that because anything that makes it easier and clarifies those things for developers and citizens makes sense, so I would hope that we wouldn't have to come to one of these type of ordinances in order to do those kind of consolidations and would recommend that Staff do that whenever possible and bring those to the Planning Commission and the City Council on their own volition when those changes need to be addressed. I've already made myself clear as to how I'm going to vote against recommending this to City Council and thank you very much for your good work.

VICE CHAIR BAKER – Okay on this lighting ordinance I'm of the position that more light is better than less for our security issue and with things that happen. We need the lighting level. I can appreciate maybe consolidating some of that together. I don't know how we do that without rearranging our ordinance or something. How is that done? I can see if you move something over from public works into the lighting deals but do you have to change the whole ordinance to do it?

PLANNING OFFICIAL TERELL – Yes well based on your discussion and this is the kind of discussion that we are supposed to have at Planning Commission, so what I would recommend for your consideration is that you approve the ordinance excluding of the provisions that increase the regulation; so those specific changes that I mentioned. You can approve the consolidation aspect and the wordsmithing; what I call wordsmithing and fortunately based on staffing levels this is when we have the opportunity to suggest some of these things because there is urgency to do something so we can… when we look at an ordinance, we don't sit back and say they want a recommendation on dark sky and that's all we're going to do; we kind of look at where we can fix what is not necessarily broken but might not be as clear as it could be, so I mean I would suggest that you might want to approve the consolidation aspect of the ordinance and delete those items that are changes that increase the regulation on the lighting levels and based on that the Council can agree or disagree, but then what we would do is we would go back and revise the ordinance and this is

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maybe what we might want to do now, is we could take your input into consideration; revise this ordinance; bring it back to you and then you could recommend that ordinance to the City Council. They would also see the original proposal and they could decide Plan A or Plan B.

VICE CHAIR BAKER – I think that makes a lot of sense.

COMMISSIONER OWINGS – I think that makes more sense because I would not want to be in a situation where we are sending mixed messages to the Council. The message this Planning Commission should send to the Council is this. We don't want the Dark Sky Ordinance period but we do recognize that Staff needs to have some consolidations of these. It is unfortunate that you chose this as the vehicle to do that in my opinion. I appreciate your situation…

VICE CHAIR BAKER – Part of it we were mandated by the Sierra Club right, so that was part of it.

COMMISSIONER OWINGS – But it was our choice to try to and consolidate ordinances using it as a vehicle. It was an opportunity that presented itself to you guys to do something that needed to be done and for that you should be applauded. But I just really wouldn't want to put the same message out to the City Council that we liked it in any way shape or form.

PLANNING OFFICIAL TERELL – And again as I said you choose to, you could ask Staff take your comments into consideration and come back with a revised ordinance that incorporates those comments and then you get to review it again and you could recommend that there is no urgency for it go…

COMMISSIONER OWINGS – Speaking for myself, I would prefer not to do that. I would prefer to vote the recommendation down with the recommendation that the Staff come back with those consolidation efforts in a second ordinance.

PLANNING OFFICIAL TERELL – The only reason I'm suggesting doing it this way is because we've got to go Council anyway, so we're going to Council and then theoretically they would generally, I think support…

COMMISSIONER OWINGS - I know you guys think is form over substance but really the message has to be clear from the Planning Commission that it doesn't in my opinion; that it does not want this ordinance and mixed messages in any way shape or form. It just needs to make a clear statement that that is what we stand for and if you guys want to consolidate those types of ordinances we can do those separately. I realize that it is more efficient your way but I think it sends the wrong message.

VICE CHAIR BAKER – We're not under the hammer to move on. I mean we can deny this tonight and then at a later date if you want to bring that back like

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Tom says to consolidate, we can look at that at a different time. We can get this thing off the board here.

PLANNING OFFICIAL TERELL – Yes you can do that but you're making a recommendation of denial so for us is potentially…

VICE CHAIR BAKER – We're going to need some help here whoever makes this because if we move to approve then we move against the approval.

PLANNING OFFICIAL TERELL – No, we'll work on that in a minute

VICE CHAIR BAKER – It gets a little hairy in these deals

PLANNING OFFICIAL TERELL – You can take whatever action you like to send, but the message you're sending… you're recommendation is going to City Council and…

VICE CHAIR BAKER – They can override that too

PLANNING OFFICIAL TERELL – They can override that or change that, yes

VICE CHAIR BAKER – And they have before

COMMISSIONER VAN NATTA – The only thing that I wanted to say that I didn't; that I would like to see that is kind of hinted to in this is that the lighting being reduced after the business closes and you're saying the current code requires them to stay open to stay lit all night long; that they have the option of reducing their lighting after closing or after 10 pm, whichever is later or whichever is earlier; sorry.

PLANNING OFFICIAL TERELL – Okay and as you know and any… we do verbatim minutes of the meeting, so whatever you said tonight will be in the packet for the City Council, so we'll see all your discussion.

COMMISSIONER OWINGS – We have to hope that they read that though

PLANNING OFFICIAL TERELL – And certainly to the extent and Mark is an expert at this; what we would do as part of the Staff Report is we would highlight the concerns and certainly that one or more Commissioners mentioned this or that. We try to characterize that in there, so it's very helpful to note that there is something there that is maybe a current change from the code that you might want to recommend.

COMMISSIONER VAN NATTA – If everyone else feels the same way as I do about it.

MV00111950

COMMISSIONER OWINGS – So some housekeeping here a little bit… when the Planning Commission as a group wishes the Staff to take a look at these types of inconsistencies in the ordinances and to try to correct those is there a mechanism that you suggest we do in terms of do we pass a resolution; do we…

PLANNING OFFICIAL TERELL – No pretty much what we do is when we have discussions like this; I have a list in my office. I write things on my list and someday when we get to them. Literally that is what happens because we try to do what I call a cleanup ordinance. We used to be able to do them every year and now it is like every other year, so we add these kind of clarifications in with that, so it will go on the list regardless, so you don't need to take a formal action.

COMMISSIONER OWINGS – So then in terms of just a matter of procedure for my knowledge, when you have a negative, I noticed the previous minutes there is just this tremendous agonizing over how to vote yes when you are meaning no and can a simple motion to deny; couldn't someone make a simple motion here to recommend that the City Council not approve this ordinance pure and simple?

PLANNING OFFICIAL TERELL – Yes you can and what you'll need to do based on that is we'll bring back a resolution for validation at your next meeting that is I guess…

COMMISSIONER OWINGS – That would be more reflective of our thoughts

PLANNING OFFICIAL TERELL – … that you're not recommending and so your action tonight if I understand and I think I pretty well understand and the consensus here is that you would deny the proposed… so it's really deny… well don't deny the resolution; basically recommend; take number 2 there and change approve to deny and that's what you do and then based on that we'll bring back a resolution that reflects that action. You'll adopt that resolution of recommending denial and then we'll bring that forward to City Council.

COMMISSIONER SALAS – So we approve to deny

PLANNING OFFICIAL TERELL – No you would just read number 2 and your' action would be to deny the revisions and so it's that number 2 and then based on that we'll bring back a resolution that reflects your viewpoint and then you'll approve that resolution.

COMMISSIONER RAMIREZ – In essence that motion then would not read the preamble and the number 1, you would just move to and then start reading number 2 with the word deny to accomplish what you are asking.

VICE CHAIR BAKER – Okay so are we ready for a motion to move forward on that?

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COMMISSIONER SALAS – So I'm going to read 2, right?

VICE CHAIR BAKER – Change Approve to deny

COMMISSIONER SALAS – Okay… **DENY** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

VICE CHAIR BAKER – Very good; do we have a second?

COMMISSIONER OWINGS – Second

VICE CHAIR BAKER – Okay, do a wrap up vote; all in favor?

Opposed – 0

Motion carries 7 – 0

VICE CHAIR BAKER – Staff wrap-up…

PLANNING OFFICIAL TERELL – Okay I have a question and I just want to just kind of a… on Commissioner Van Natta's suggestion, is there general support for doing that or allowing flexibility in having a property owner able to reduce their lighting after they close their business or is that not a consensus?

COMMISSIONER OWINGS – I need to ask a question of you? The purpose of that ordinance is that for public safety; was that the intent of it to cause businesses to keep their lights on so that it would aid in law enforcement?

PLANNING OFFICIAL TERELL – We're not sure because when we posed that question to the representative of the Police Department, they said it wasn't their requirement, so it may have been someone's intent to do that but…

COMMISSIONER OWINGS – Well would it have been their recommendation I guess would have been the appropriate response from them would have been, it's not their requirement but we would like to see it. Guessing would it be their…

PLANNING OFFICIAL TERELL – No, actually in talking with the Police Department the amount of lighting wasn't the key, it was that it was the type of lighting. They were very concerned about the type of fixtures so that you know it was a white light that actually…

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COMMISSIONER OWINGS – Right, as opposed to the amber…

PLANNING OFFICIAL TERELL - … amber and the most critical was when businesses are closed, the most critical was the lighting over the doorways and that's what they were very concerned about. They weren't concerned about…

COMMISSIONER OWINGS – But they would like to see that on 24 hrs. a day if they could or at least at night time.

PLANNING OFFICIAL TERELL – Well the idea is this doesn't recommend that the lights be turned off, it just allows them to reduce to 50 percent. If you want to go further and say you know you can turn the lights off…

COMMISSIONER OWINGS – I think it requires further… I like the spirit of the Commissioners, but I think we really need to look into that.

PLANNING OFFICIAL TERELL – Yes, so if the consensus is just to kind of leave that as kind of a suggestion and not as recommendation. I just wanted to clarify that.

COMMISSIONER VAN NATTA – Well I think what you had said earlier when you were speaking to the representatives from the Police Department; they said their only concern was that the doorways be lit, that I think that could be something we could say give the business owner the option after closing or after 10 o'clock to reduce the lighting as long as the doorways remain lit.

COMMISSIONER OWINGS – That's closer to being agreeable.

PLANNING OFFICIAL TERELL – Okay, yes. Does that seem like a general consensus? Just nod.

COMMISSIONER OWINGS – But you probably should put the provison on it that you do have this discussion with the Police Department and make sure that is the way.

PLANNING OFFICIAL TERELL – Right and any final recommendation; any final ordinance should be reviewed, because that is somewhat of a change from what we suggested, so we would still want to review that with the Police Department before anything was actually adopted. So with that, what we'll do is this item will be coming back to you at your next meeting with a resolution that reflects your action tonight and then based on that then we'll go forward to City Council.

VICE CHAIR BAKER – Okay, thank you.

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OTHER BUSINESS

PLANNING OFFICIAL TERELL – You have no Other Business tonight.

STAFF COMMENTS

PLANNING OFFICIAL TERELL – Yes, your next meeting is on May 12th and currently there are I guess now five potential items for that. One is your election of officers. The annual election of officers is always done in the spring time, so that would be electing a new Chair and Vice Chair for the next year. The second is we'll have a presentation by Suzanne Bryant on the Brown Act and Conflict of Interest Code, so that will be at your next meeting. The third item is obviously the resolution reflecting your action that you just took. The fourth item is a code amendment that is required for compliance with the new water quality regulations that have been adopted by the Regional Water Quality Board that already affect us but they would start to implement that new Water Quality Permit, so that is supposed to go forward at your next meeting. The last item is what we call the West Ridge Project which is I think roughly 980,000 square warehouse industrial building that is between Redlands and Moreno Beach on the south side of the freeway and that involves a zone change as well as… so it's primarily a zone change plus the project, so that would be a recommendation to City Council, so those are the items that we have proposed for your next meeting.

COMMISSIONER OWINGS – Is that ProLogis.

PLANNING OFFICIAL TERELL – No it's Ridge Realty.

VICE CHAIR BAKER – Okay, thank you John.

COMMISSIONER COMMENTS

VICE CHAIR BAKER – Now we're going go to Commissioner Comments. If anyone feels like making any comments; anything to wrap up.

COMMISSIONER VAN NATTA – This wasn't painful at all. Thank you.

VICE CHAIR BAKER – Is there anyone else?

PLANNING OFFICIAL TERELL – Is wasn't painful for us either, so…

COMMISSIONER DOZIER – Yes let me formally welcome all the new Commissioners and thank you. We're going to have some fun times I can see

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and we haven't been a full house for a while, so this is great. I did want to mention that I have a personal matter. My wife is going into the hospital on the 12th of May and so I won't be available for that particular meeting unfortunately. It wasn't scheduled for that day; it was moved and we had no choice in it, so I apologize to my Commissioners, but I'll be absent on that day.

VICE CHAIR BAKER – Okay, does anyone else have any comments?

ADJOURNMENT

COMMISSIONER SALAS – I have one. I move for adjournment.

VICE CHAIR BAKER – Okay, do I have a second?

COMMISSIONER CROTHERS - Second

VICE CHAIR BAKER – Okay, all those in favor?

Opposed – 0

Motion carries 7 – 0

VICE CHAIR BAKER – Thank you.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Ray L. Baker Date
Vice-Chair

MV00111955

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
MAY 12TH, 2011

CALL TO ORDER

Vice Chair Baker convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Vice Chair Baker
Commissioner Crothers
Commissioner Owings
Commissioner Ramirez
Commissioner Salas, Jr.
Commissioner Van Natta

Excused Absence:
Commissioner Dozier

Staff Present:
John Terell, Planning Official
Julia Descoteaux, Associate Planner
Jeff Bradshaw, Associate Planner
Michael Lloyd, Transportation Engineer
Barry Foster, Community and Economic Development Director
Kent Wegelin, Storm Water Program Manager
Larry Gonzales, Senior Engineer, Public Works
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney

PLEDGE OF ALLEGIANCE

MV00111956

APPROVAL OF AGENDA

VICE CHAIR BAKER – I need a motion to approve the Agenda please.

COMMISSIONER SALAS – Moved

COMMISSIONER CROTHERS – Second

VICE CHAIR BAKER – Moved by Commissioner Salas and seconded by Commissioner Crothers. All in favor?

Opposed – 0

Motion carries 6 – 0, with one absent (Commissioner Dozier)

PUBLIC HEARING ITEMS

VICE CHAIR BAKER – The public is advised of the procedures to be followed in this meeting and these are on display at the rear of the room.

PUBLIC COMMENTS

VICE CHAIR BAKER – At this time we're going to open up for comments by any member of the public on any matter which is not listed on the Agenda and which is within the subject matter jurisdiction of the Commission and the one Speaker Slip I have on this Deanna Reeder if you would come forward please.

SPEAKER REEDER – Hello, my name is Deanna Reader and I've addressed this Commission several times. We have new members; Ms. Van Natta, Ms. Crothers and Mr. Ramirez. I sat through the Planning Commission interviews, both this year and previous years because I wanted to see what the qualifications of our Planning Commissioners were because I am very interested in the things that go on in this City. Now I know Ms. Van Natta; I had paid to get all the letters submitted to the City regarding the Rancho Belago sign issue. I paid for 100 pieces of paper; a hundred letters of email. Yours was the only one; only one that asked the City to pay for Mr. Benzeevi's Rancho Belago signs, so I'm pretty sure that is why you are up here; because I'm pretty sure that whatever he wants is what you are going to vote for. Mr. Ramirez; I don't know much about you, but in your interview all I can say is I can't say that your qualifications stacked up to some of the other people there and I'll leave you alone for the moment, but welcome, because from what I can see we just have three brand new members of the Benzeevi butt-kisser club. Welcome, thank you.

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VICE CHAIR BAKER – Thank you; actually we have four but thank you.

NON-PUBLIC HEARING ITEMS

1. Recognition of Former Planning Commissioners:
Michael Geller, 14 years of Dedicated Service
Rick De Jong, 9 years of Dedicated Service
Maria Marzoeki, 8 years of Dedicated Service

VICE CHAIR BAKER – Okay Non-Public Hearing Items as this time, John Terell and me are going to present some recognition plaques for former Planning Commissioners; if they would please come forward and John will do the presentation.

PLANNING OFFICIAL TERELL – Yes I think what we'll do is we'll introduce each of the former members and then allow them some time if they should want to for some remarks. First we'll start with the elder statesman who is Commissioner Michael Geller who has been on the Commission for 14 years and you can take it out of the wrapper, it is yours now and I know you had an opportunity when you left to have a very eloquent speech but I don't know if you had anything else you want to say tonight.

FORMER PLANNING COMMISSIONER GELLER – Well at least they spelled my name right after all these years. Anyhow thank you and I've enjoyed it, but I'm glad it is you up there and not me, so Melina was the last official Planning Commission dog and she goes in for her advance training on Saturday, so we'll have a new puppy in a month or two, so anyway we both thank you.

PLANNING OFFICIAL TERELL – Well, thank you very much. Certainly from Staff's perspective we thank you for all your help over the years. Second, is Rick De Jong who was on the Commission for 8 years I believe or 9; 8 or 9… okay 9 and he was our Past Chair and I think you've done that more than once; right?

FORMER PLANNING COMMISSIONER DEJONG – Three times

PLANNING OFFICIAL TERELL – Three times… so I appreciate your expertise with architecture and that was a good addition to the Commission and we will miss that, but thank you.

FORMER PLANNING COMMISSIONER DE JONG – Thank you. Well thank you. I enjoyed my time on the Commission very much. I enjoyed working with Staff very much; everybody and my fellow Commissioners. It was a very good learning experience and I don't regret anything. I don't regret a single day or

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decision we made and I think we made a lot of good inroads to the City and I think we helped develop it a lot. It was very good. Thank you.

PLANNING OFFICIAL TERELL – And last but not least is Maria Marzoeki who was on the Commission for…

FORMER PLANNING COMMISSIONER MARZOEKI – A little over 8 years

PLANNING OFFICIAL TERELL – 8 years; that's right and wanted to thank you; obviously your expertise or your involvement in the engineering end of it and land planning was very helpful and we will miss that and obviously having… you were the sole female there for many years, which added a softer touch to the Commission, so again I appreciate your help and wish you well. Now it's your turn.

FORMER PLANNING COMMISSIONER MARZOEKI – And I do have some notes, so I'll go back and get my notes and I'll set up at the podium if you don't mind.

PLANNING OFFICIAL TERELL – Okay

FORMER PLANNING COMMISSIONER MARZOEKI – I'll just do it here. It's a little bit easier for me to do it here. Thank you. Since I didn't get the opportunity to speak publicly about my experience on the Commission before leaving, I just wanted to say a few words so please bear with here.

First I'd like to thank the City Council; current and past for providing me with the opportunity to serve this great City. Because of this opportunity I've had the chance to observe firsthand how projects are developed and processed. This position has unquestionably increased my understanding of the development community so I thank you again and continue to be one of the City's biggest supporters.

Next I would like to thank the Planning Commissioners with whom I have served. From Tim Day and Joshua Hill to Doug Merkt, Richard Dozier, Ray Baker and George Salas; I learned a little from each one of you and I will take that with me so thank you. A special thank you to Rick De Jong and Michael Geller for not always agreeing with me but for making me realize that even if we differ in our thoughts, understanding and life challenges we are all professionals in the end and can walk away from any situation in a civil manner. The two of you displayed the passion to keep the Commission interesting, fun and on track and we did have some fun times.

Most importantly I would like to thank Bruce Springer and I hope you are out there listening and George Riechers for assisting me in my growth and development as a Planning Commissioner and also for providing me with a

MV00111959

deeper appreciation of what the Commission really means. Thank you to the City Staff who attended each meeting to provide the Commission with your advice and insight. You definitely made my job easier. And thank you for the community who came out to the meetings to voice your concerns and provide your support. This Commission is your voice, so please stay involved.

And finally to you John Terell; you're awesome. You are just awesome. Your knowledge of the planning process is without comparison in today's world. Thank you for your patience and answering some of the tedious questions that I had to offer and always doing it with a smile. Thank you for your sharing ways and your willingness to research even the smallest of details and I know we had you do that many, many times for us. You and your staff made my time of the Commission very rewarding and I have gained invaluable insight that I will carry with me for rest of my life. Though the path in which I travel has taken a direction that does not afford me the time to continue as a Commissioner, I would just like to add another and final thank you; to all an incredible 8 years. My success would not have been possible without you. Thank you.

PLANNING OFFICIAL TERELL – And with that I wanted to give the opportunity certainly for Commissioners Baker and Salas if they had any thoughts.

COMMISSIONER SALAS – I would like to thank all three of them because I learned a lot from you all and really appreciate your honesty and your caring for the City the way you guys do. I mean you can tell by sitting up here with you how much you guys really care about the way Moreno Valley is headed or where we are headed and with your direction it really helped and enlightened me of what I need to do so thank you guys.

COMMISSIONER BAKER – I just want to add to that George that those three Commissioners and a couple behind; they really came through some tough times where we had that accelerated growth there from 2000 and on through to 2005 and I know I've talked to several of them. They had a lot months of two and three meetings and sometimes twice a week, so they really paid the price to get this City where we are and I think with John's help and their guidance we really have some nice developments on different portions of the City and we need to be proud and I personally am indebted to all three of you and then also the other Commissioners that have gone prior to you. Thank you very much again for your service to Moreno Valley. I hope the citizens really appreciate what you do. Thank you very much. Okay we'll go on to the Public Hearing Items and we've got the first case no. is PA10-0035…

PLANNING OFFICIAL TERELL – I'm sorry Chair… there is another Non-Public Hearing Item.

VICE CHAIR BAKER – Okay let's back up guys. Sorry about that.

MV00111960

2. PA11-0017 - Fiscal Year 2011-2012 Capital Improvement Plan Conformance With General Plan

VICE CHAIR BAKER – On the Non-Public Hearing Items, we've got Item No. 2 that John is going to run through. It is PA11-0017. It has to do with the Fiscal year 2011-2012 Capital Improvement Conformance Plan.

PLANNING OFFICIAL TERELL – Okay and I'm going to hand that over to Larry Gonzales who is a Senior Engineer in our Capital Projects Division to give you the report.

SENIOR ENGINEER GONZALES – Thanks John. Good evening Chair and members of the Commission. As John said my name is Larry Gonzales. I am a Senior Engineer for the Public Works Department. I'm here tonight to present to you the Fiscal Year 2011-2012 Proposed Capital Improvement Plan or CIP. The CIP is a part of the City Budget Adoption process and the information that you have in your packet is a summary of projects listed by category. There are over 400 projects listed in the document. This is a planning document that serves to identify various types of improvements that the City would need over the next 5 years and beyond that is to build-out. All projects listed are in conformance with the City's General Plan and are within the State law guidelines. The document is also consistent with the California Mitigation Act AB1600. If the Planning Commission makes a finding that the document is in conformance with the City of Moreno Valley's General Plan, the document is tentatively scheduled to go before the City Council for adoption on June 14th, 2011. Staff therefore recommends that the Planning Commission make a finding that the CIP is in conformance with the City of Moreno Valley's General Plan. This concludes my report and I am available for any questions.

VICE CHAIR BAKER – Okay do any of the Commissioners have any questions for Mr. Gonzales pertaining to the Capital Improvement Plan?

COMMISSIONER RAMIREZ – I have a question.

VICE CHAIR BAKER – Yes sir

COMMISSIONER RAMIREZ – So this Capital Improvement Plan; its focus is to help with the employment to housing ratio. Is that correct?

SENIOR ENGINEER GONZALES – The purpose of the Capital Improvement Plan is primarily to provide a document for the public that focuses on the capital projects for the upcoming fiscal year and that it provides and shows both the funding and the expenditures for those projects and then it also gives a map for the future of the City through build-out for the remaining projects that would be necessary. So it focuses primarily on capital projects.

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PLANNING OFFICIAL TERELL – Okay, Commissioner Ramirez I believe and Larry can back me up on this, that this has been amended to reflect the recent action by the City Council to focus on next year's capital improvement budget for the next two or three years on specific projects aimed at job creation, but the document as Larry said includes every single capital project in the City for the next many, many years until build-out.

COMMISSIONER RAMIREZ – Thank you.

VICE CHAIR BAKER – Are any other questions of Mr. Gonzales. If not I think we're open for a motion to make our finding from the Planning Commission to send this over to City Council I guess. So does anyone want to make a… is that what we need to do John is to just make a motion there?

SPEAKER REEDER – You have a public comment to that

VICE CHAIR BAKER – Oh I'm sorry… You know we've got some up here that people filled out but there is no name on them.

SPEAKER REEDER – Oh you know what, I changed colors so I probably forgot my name.

VICE CHAIR BAKER – Okay we have one and that was the deal. I have one on number 2

SPEAKER REEDER – That's me

VICE CHAIR BAKER - So this is a non-public item then...

PLANNING OFFICIAL TERELL – So that is this and not number 2 on the regular agenda; the West Ridge project?

VICE CHAIR BAKER – Yes number 2 is the West Ridge… I'm sorry this is number on the non-public…

SPEAKER REEDER – This is about the infrastructure on the property at Nason… Is that what we're talking about; the change in the Capital Improvement Plan to put the infrastructure there first?

PLANNING OFFICIAL TERELL – Yes this is the Capital… okay

VICE CHAIR BAKER – Would we allow that?

PLANNING OFFICIAL TERELL – Yes

VICE CHAIR BAKER - Please come forward. This is your sheet, right?

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SPEAKER REEDER – I apologize

VICE CHAIR BAKER – That's okay, don't worry about it.

SPEAKER REEDER – Hello, my name is Deanna Reeder and in case none of you know and by the way Mr. Owings I didn't put you in that category because I considered you very qualified for the position. In the interview you would have been someone that I would have picked based on your interview and your qualifications, so you might be in that club but you are still qualified, just so you understand that's why; not that I forgot you, but I just felt you were qualified. The Capital Improvement Plan just so you guys know I have read it. It's about this thick. I went through it several times. I've sent emails to people when the City Council was adopting it. Everything the City is planning to do is in there, but it is a prioritization schedule.

Now the infrastructure on and around the Aquabella project, normally what would happen is the developer pays a Development Impact Fee and then he puts the street through his plan and then he gets a credit back off his Development Impact Fee. That is what is supposed to happen but in this case Mr. Benzeevi doesn't want to pay to put that street and get his credit later, he wants the City to give him a 23.3 million dollar gift and that is about what this amounts to because Nason Street does not go between Cactus and Iris. That is Mr. Benzeevi's property. When Mr. Benzeevi develops his property, he puts the street on; he pays for it; he gets his credit back, but Mr. Benzeevi doesn't like to go by the rules, so I know that you guys are going to approve that because that is what you are up there to do. Mr. Benzeevi picked our City Manager at an extremely inflated rate and our City Manager wrote this new Development Economic Plan that gives Mr. Benzeevi 23.3 million dollars of infrastructure on his property. That is a tit for tat. San Bernardino has nothing on Riverside County, especially not Moreno Valley. That is what this is.

Now you guys are going to approve it because you don't really care what anyone else says, but I don't believe you do… we'll see because there are a lot of other capital improvement plans in this City. There are a lot of streets that are needed. Putting the street through between Iris and Cactus will not help the flow on Nason. Nason goes down to one lane in each direction by the High Schools and in several other spots. Now if they were fixing Nason all the way to the freeway and then considering this, you know what, that would be a maybe but his is a 23.3 million dollar gift to Benzeevi. Thank you.

VICE CHAIR BAKER – Thank you

PLANNING OFFICIAL TERELL – Just to clarify for the Planning Commission you are not approving the Capital Improvement Program tonight. The only action that you are being requested to take is to find the Capital Improvement Plan in conformance with the General Plan and the three major projects that are

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included in the action that the Council took recently are all General Plan streets, so I just wanted to clarify that you are not approving the Capital Improvement Program.

VICE CHAIR BAKER – Okay, are there any other comments Public or Commissioners? Well I move that we have a motion to make the recommendation to the City Council on the Planning Commission.

COMMISSIONER SALAS – I motion that we approve it.

VICE CHAIR BAKER – Okay, second?

COMMISSIONER RAMIREZ – I second it

VICE CHAIR BAKER – Okay, moved by Commissioner Salas and seconded by Commissioner Ramirez. All those in favor

Opposed – 0

Motion carries 6 – 0, with one absent (Commissioner Dozier)

PUBLIC HEARING ITEMS

1. Case Number: PA10-0035
Amendment to Municipal Code for Water Quality Requirements

Case Planner: Julia Descoteaux, Associate Planner

VICE CHAIR BAKER - Julia, you're up.

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. I'm Julia Descoteaux, Associate Planner. Before you this evening is an Amendment to the City's Municipal Code, Title 9 for Planning and Zoning. The proposed changes are a result of compliance with the 2010 National Pollutant Discharge Elimination System or NPDES, Municipal Separate Storm Sewer MS4 Permit, with compliance required by July 29th, 2011. The MS4 Permit Requires that the City promote green infrastructure/low impact development LID techniques for all projects.

The primary changes include revising design requirements to promote onsite water retention and infiltration in an effort to clean water of contaminants prior to

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the water being discharged from the site into the storm drains or flood control channels which then enter receiving waters such as the Santa Ana Watershed.

The proposed changes include the use of water efficient native plants, landscape areas increased and designed to promote water retention, the use of permeable surfaces, having openings in the curbs to convey surface drainage into landscape areas, require parking in excess of the required parking to be constructed of permeable surfaces, reducing the depth of the parking stalls and increasing the landscape, reducing the hardscape areas and the use of permeable surfaces wherever feasible.

The Planning Division works with the Applicants and the design requirements, however the Public Works Department is responsible to ensure that the projects meet water quality requirements as well as site grading while complying with the MS4 Permits and they will be providing changes to Municipal Code Section 8.10, which does not require Planning Commission approval.

The project does not have the potential to cause a significant effect on the environment, so the project is exempt from the provisions of the California Environmental Quality Act in accordance with Section 15061 as defined by Section 15378.

The project was noticed in the local newspaper and to date I have had no inquiries on the proposed changes. There were several changes to the report and I believe you received a green memo regarding that and all sections were appropriate. The word pervious will be replaced with the word permeable in an effort to be consistent with the proposed changes to Municipal Code Title 8 and in addition, Section 9.08.080, the Grading Section, the addition of letter "M" will be deleted from the Attachment 4 on page 100 and on page 70, number 4. This concludes Staff's presentation and at this time I am available to answer any questions for you. Thank you.

VICE CHAIR BAKER – Okay, thank you Julia. Do we have any Commissioner questions?

ASSOCIATE PLANNER DESCOTEAUX – Excuse me…Kent Wegelin is also here to answer questions on the NPDES that you might have as well.

VICE CHAIR BAKER – Okay, thank you

COMMISSIONER VAN NATTA – Did I understand you to say that instead pervious we are using permeable and those changes have already been made in this document?

ASSOCIATE PLANNER DESCOTEAUX – No, I'll be making those

MV00111965

COMMISSIONER VAN NATTA – Oh okay, thank you

VICE CHAIR BAKER – Commissioner Salas, do you? Commissioner Owings, are you okay with this? Do have any comments?

COMMISSIONER OWINGS – No comments; no questions.

VICE CHAIR BAKER – Okay, very good. So we will open this item up to Public Testimony. I have no Speaker Slips on this Item No. 1 from the public, so I'll close Public Testimony and we will open Commissioner's Debate for discussion and if there is any additional discussion on this before we move for a motion and second. Okay, everybody is okay so I will move for a motion and second. On this particular one here, Julia one thing we need to know on that Resolution No., there is 2011… do you know that actual number so we can put that in the minutes.

ASSOCIATE PLANNER DESCOTEAUX – It is 11

VICE CHAIR BAKER – It is 2011-11?

ASSOCIATE PLANNER DESCOTEAUX – Yes

VICE CHAIR BAKER – Okay so whoever makes a motion here, what we need to do is make a motion to approve this resolution and then recommend to the City Council to approve the PA and then recognize the PA10-0035 okay. Do I have a motion for this?

COMMISSIONER VAN NATTA – Okay I move that we **APPROVE** Resolution No. 2011-11 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 Municipal Code Amendment; and,

2. **RECOGNIZE** that PA10-0035 Municipal Code Amendment qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

VICE CHAIR BAKER – Thank you Commissioner Van Natta. Do I have a second?

COMMISSIONER SALAS – I'll second that

VICE CHAIR BAKER – Commissioner Salas will second that. Let's have a vote; all those in favor?

Opposed – 0

MV00111966

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Okay, wrap up

PLANNING OFFICIAL TERELL – Yes this item shall be forwarded to the City Council for final action and I believe that is scheduled like you said for June 14th.

VICE CHAIR BAKER – Okay, thank you very much. Okay we're going to move onto Item No. 2

2. Case Number: P11-029
Amendment to Aquabella Development Agreement

Case Planner: John Terell, AICP

VICE CHAIR BAKER – Mr. John Terrell will handle this item for us.

PLANNING OFFICIAL TERELL – Yes this item is the first amendment to the Aquabella Development Agreement. The Development Agreement was adopted at the same time as the approval of the Aquabella Specific Plan which is roughly located south of Alessandro, north of Iris, east of Lasselle and generally west of Nason and the Development Agreement is something that is permitted under State Law to allow a developer to get long term protection on the zoning and the entitlements that they receive in exchange for agreeing to do certain things and in this particular Development Agreement there is an extensive list of capital improvements that are required as part of this Development Agreement as well as the quality of the development, which is identified in the Specific Plan as well as in the Development Agreement. The Development Agreement specifically requires the construction of a clubhouse that has a minimum value of 25 million dollars.

The other was a payment that was already made which was a one million dollar payment that was made to support the extension of lines; not to this property but in the service area of the Moreno Valley Utilities. The first amendment is quite simple. The applicant has requested to remove the parcel at the northeast corner of Cactus and Lasselle. That particular parcel is the only parcel in the Aquabella project that is not age restricted. It is a non-senior parcel and so they are requesting to remove from the benefits and the responsibilities of the Development Agreement I believe so they can sell that to some third party. The list of improvements that are required under the Development Agreement are not changing. They still stay the same. They are actually moved up in priority to the next higher phase because this particular parcel was phase 6 and now there will only be 5 phases.

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Your action would be a recommendation. Final action will occur by the City Council. The project was noticed in the newspaper, sent to all property owners within 300 feet of the project and that was not just the corner of Lasselle and Cactus, it was the entire Aquabella Specific Plan and it was also noticed on the property. I did receive four phone calls regarding the project. Generally they were interested to know what was going to be developed on the site and it is very important to note that there is no development application for this site. That would be a separate future application that would require its own public hearing before the Planning Commission. So with that I will close my remarks and be open for questions.

VICE CHAIR BAKER – Alright, thank you John. Do any of the Commissioners have questions of John Terell on this item?

COMMISSIONER OWINGS – I do. I am sure I'm going to have more questions as we go into this and as other Commissioners delve into it, but you say the Development Agreement was signed when and what is the length or the term of the Development Agreement?

PLANNING OFFICIAL TERELL – The Development Agreement was approved January 12, 2006 and it has an initial term of 15 years with two 5 year extensions possible, so it is in effect for some time and then there is certain performance that has to occur to extend it beyond that term.

COMMISSIONER OWINGS – So were any of the improvements that you mentioned like the clubhouse or anything, were they to be located on this parcel.

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – So this parcel was originally in the Development Agreement solely just a residential non-age restricted residential area?

PLANNING OFFICIAL TERELL – That's correct. There are certain improvements that are in the Development Agreement that are still required in the Development Agreement that would obviously be the frontage along Lasselle and Cactus. If this property is developed separately in advance of the rest of the Aquabella Project, then that project will most likely be responsible for those improvements because they are immediately adjacent to the site, but if they do not occur, then if this site is not developed for many years then the Aquabella Project would be required to do it based on the phase.

COMMISSIONER OWINGS – When you say most likely, that leads me to believe that there is a possibility they may not.

PLANNING OFFICIAL TERELL – The only reason they may not is if the City should choose to develop those improvements and therefore there would be a

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reduction in the benefits accruing to the project or most likely what would happen…

COMMISSIONER OWINGS – In which case… not to interrupt you, but I suffer early onset Alzheimer's, so I may forget, but in that particular case that the City does those, what remedy does the City have with the developer to kind of equal the scale here. If he is doing less, the City is doing more, how he compensates the City for that

PLANNING OFFICIAL TERELL – The Development Agreement requires the improvements provided by the development to exceed the amount of the credits they are receiving, so that's the balance sheet.

COMMISSIONER OWINGS – So that could be determined at a later time?

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - And what assurance does anyone have that that will happen?

PLANNING OFFICIAL TERELL – It's required by the agreement. I mean that's all I can say. It is a contractual agreement.

COMMISSIONER OWINGS – And you were going to go onto a second one and we'll see if your memory is better than mine.

PLANNING OFFICIAL TERELL – Oh well I was going to say most likely what will occur is this property will be developed in advance of phase 5 of Aquabella, which is really the last phase in Aquabella, which is a very large phase and therefore the improvements will most likely be constructed by the developer of this parcel.

COMMISSIONER OWINGS – In the master agreement, those developments; when are they required in which phase.

PLANNING OFFICIAL TERELL - They are required in phase… In the existing agreement it is Phase 6, but since this property is Phase 6, all those improvements were moved up to Phase 5.

COMMISSIONER OWINGS – Isn't that sort of unusual that development would have all of those improvements after the whole project is complete

PLANNING OFFICIAL TERELL – Well there are five phases and as each phase occurs there is more impact both onsite as well as offsite and that is why its phased so as the impacts occur, the improvements are required rather than requiring all the improvements up front, even before any of the impacts occur.

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COMMISSIONER OWINGS – And that's normal?

PLANNING OFFICIAL TERELL – That is normal; yes

COMMISSIONER OWINGS – Okay, then what does the removal of this property…well first of all let me ask you, originally in the master plan, why was this property not designated with an age restriction. There must have been some logic for the marketing of this plan. Why was it not consistent with the bigger portion of the project?

PLANNING OFFICIAL TERELL – Well at time there was recognition that this property is close to the County Hospital, which is the largest employer in the City of Moreno Valley and there is no multi-family housing in close proximity or multi-family zoning at that time and therefore this was included as a recognition that at least one site on this property that was near the hospital would have the potential to provide workforce housing for the hospital.

COMMISSIONER OWINGS – So is this workforce housing still required? I mean is there a need for that still? I know this was done in 2006, so since 2006 has that requirement for work related housing for the hospital workers, has that been filled by someone else.

PLANNING OFFICIAL TERELL – It has not

COMMISSIONER OWINGS – So there would still the need. Are there other areas of property in this area that could fulfill that need?

PLANNING OFFICIAL TERELL – Well as part of the recently adopted Housing Element for the City, there are a certain number of multi-family housing units that are required in the City. A large portion of those that are identified in the Housing Element involve rezoning property to R30, which is 30 units per acre. That is a new zone that is required by the State and one of the areas that was identified was the area immediately north and west of the hospital and north of this property and should all that rezoning occur this property may or may not be needed to meet those requirements.

COMMISSIONER OWINGS – So let me ask you a question. If we were to approve this tonight, is there any assurance that it would still be designated… I mean if someone wanted to do medical offices there instead of residences for workers, it is conceivable it would come back to the Planning Commission and we would probably in some later future date be asked to change the zoning of it from its current zoning to something that would allow medical offices or something of that nature, so there is no assurance then that that specific housing need that was identified when this plan was put together would be met if we make this change tonight.

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PLANNING OFFICIAL TERELL – The change tonight doesn't affect the land use on this property. The land use was established by the Specific Plan.

COMMISSIONER OWINGS – But if you take it out of the master plan then it could be changed. It cannot be changed if it stays in the master plan. Am I correct?

PLANNING OFFICIAL TERELL – Maybe it's the terminology… the Specific Plan is the land use plan and…

COMMISSIONER OWINGS – Not the Master Plan, I mean the Development Agreement

PLANNING OFFICIAL TERELL – With the Development Agreement; the only change that taking it out of the Development Agreement because in a Development Agreement the land use can change, but it requires the concurrence of both the City and the property owner.

COMMISSIONER OWINGS – Which is only fair…?

PLANNING OFFICIAL TERELL – If it is outside the Development Agreement, the City could if it wanted to, change the land use without the concurrence of the developer.

COMMISSIONER OWINGS – So there could be a benefit to the City by taking it out?

PLANNING OFFICIAL TERELL – Well I'm not saying it is a benefit, but the City has more rights relative to the land use if it is outside of the Development Agreement than if it is in the Development Agreement; more flexibility

COMMISSIONER OWINGS – To allow some of the other Commissioners to question further, but could you finally just kind of persuade me or alleviate my fear here. It seems as though if I'm just a little tiny developer, it's my main occupation, but it would seem to me that someone in the City made this agreement with this developer to put that little chunk in there to do meet the need of the hospital, it wasn't probably his idea, it was probably the City's idea. Am I correct in that?

PLANNING OFFICIAL TERELL – It was a suggestion from not myself but from City Staff that it be included and the developer was amenable to that.

COMMISSIONER OWINGS – Right so he was amenable to it because he has this bigger project he wanted to do, but the need you guys saw back 2006 still exists and has not been met and so persuade me that that need could be met somewhere else so at least we have some feeling that it could be met

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somewhere else or you know some hope that it could down the line future met with some other parcel or other property.

PLANNING OFFICIAL TERELL – Well I'm not here to convince you one way or the other. I will tell you if someone came forward, either the City or the property owner and wanted to change that from multi-family housing to some other use, the Planning Commission and City Council would have to determine that other sites already existed to meet the housing needs of the City.

COMMISSIONER OWINGS – Not to be argumentative, I know you are not here to change my mind or persuade me, but you did recommend approval of this, so you are in a sense putting your stamp of approval on it. I think that the Staff does need to address that concern.

PLANNING OFFICIAL TERELL – I'm not quite sure what the concern is because… The concern is there is no land use change before tonight.

COMMISSIONER OWINGS – Well the concern is that the City Staff in 2006 say there was a need for this particular parcel to be used for the hospital workers and it now no longer sees that need?

PLANNING OFFICIAL TERELL – Again, the land use is not changing tonight and therefore the only action before the Commission is to recommend whether it is in or out of the Development Agreement

COMMISSIONER OWINGS – But if it is in the Development Plan it is pretty much assured it is going forward as it is. If it's not in this Development Agreement, there is a possibility that it might not. Am I correct?

PLANNING OFFICIAL TERELL – No, I'm sorry that's not correct. The Specific Plan which identifies the land use is not changing. All that is changing is it goes from being in a Development Agreement which means the property owner has to agree a change of land use.

COMMISSIONER OWINGS – John hypothetically, excuse me for cutting you off, cut you are just really not getting my point, so I've not made it clear. Hypothetically, if you take this out of this agreement, Mr. Benzeevi, the owner of this could come over to you one night and ask you to change the zoning to office or some sort of multiple use zoning; correct

PLANNING OFFICIAL TERELL – He could do that now

COMMISSIONER OWINGS – Even though it is in the Master Development Plan

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PLANNING OFFICIAL TERELL – Correct because he is the property owner and the property owner always has; even under the Development Agreement, has the right to request a change in land use.

COMMISSIONER OWINGS – Would the City Planning Commission be the sole authority of that or would it have to go to the Council. I would assume this agreement would have to go to the Council wouldn't it if you change it?

PLANNING OFFICIAL TERELL – Yes, this agreement has to go to Council and any land use would have to go to Council as well.

COMMISSIONER OWINGS – Well thank you very much. I think really clarified it for me.

PLANNING OFFICIAL TERELL – I'm sorry if I didn't understand you clearly…

COMMISSIONER OWINGS – No, no, it's my fault. I wasn't communicating clearly.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – Okay so I'm still not clear. Maybe you can fill me in. So aside from little section of land there was there any other non-age restricted multiple family dwellings within the Development Agreement?

PLANNING OFFICIAL TERELL – No there are not

COMMISSIONER VAN NATTA – Okay, so conceivably by taking that out of the Development Agreement and selling it to somebody or even without selling it to somebody else, then the developer of Aquabella could go ahead and finish his complete development without having to worry about putting in the multi-family units that he had originally agreed to when he entered into this Development Agreement?

PLANNING OFFICIAL TERELL – They are not required to put in the multi-family housing but it is Phase 6. So the idea is to complete the Aquabella Development, this is one of the parcels that would be developed. If it is not developed then certain… within the Development Agreement if this parcel was not developed, certain responsibilities would not be required and certain benefits; meaning certain fee credits would not accrue to the developer, so this like most development agreements is performance based. If you do develop something you have certain responsibilities and certain benefits. If you don't develop, then you don't have certain responsibilities and you don't get certain benefits

COMMISSIONER VAN NATTA – Right, but as part of the original Development Agreement the whole project as a whole has a certain number of multi-family

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units in it, which if we take this part out then he no longer has the requirement when he develops it completely to put in the multiple family units.

COMMISSIONER VAN NATTA – He could complete the whole thing without building any multi-family units

PLANNING OFFICIAL TERELL – That are non age-restricted; yes

COMMISSIONER VAN NATTA – Non-age restricted multiple family units

PLANNING OFFICIAL TERELL – Yes and even under the current agreement, since this was the last phase, he theoretically could have developed everything else without developing this parcel.

COMMISSIONER VAN NATTA – Just leave an undeveloped parcel there that he couldn't…that if he were to develop it, it would have to be non-age restricted multi-family unless there was an agreement between him and the City to change it to something else.

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER VAN NATTA – But now by taking it out and saying it is not part of the Master Development, and then he doesn't have to worry about that.

PLANNING OFFICIAL TERELL – Well, it's not part of the Development Agreement. It still is Highland Fairview's property and therefore to develop it, they have certain responsibilities. They don't necessarily have the same benefits as being in the agreement but and I'll kind of defer this to the Applicant Representative, but I'm assuming and the Applicant's Representative can confirm this, that they want to take this property out the Development Agreement to sell it to some third party and to make it more marketable to a third party that doesn't want to be responsible for the rest of Aquabella; they are separating it out so there are Aquabella's responsibilities and rights and then this property is free of those responsibilities. So it doesn't tie this property in with the development of the rest of Aquabella. It allows it to be separately developed by a third party.

COMMISSIONER VAN NATTA – I would like to hear more explanation about why they're doing it because it looks kind of strange to take that little corner out of a development that was originally planned to be a certain way and all cohesive and you know all flow together and everything like that and then you take a little chunk out of the corner which is the frontage on a fairly well travelled road; yes I'd like to hear a little more about that.

PLANNING OFFICIAL TERELL – I think the Applicant has to make that case for you.

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COMMISSIONER VAN NATTA – Alright, thank you

VICE CHAIR BAKER – Okay are there are more questions of Staff before we have the Applicant come forward.

COMMISSIONER OWINGS – I was fairly certain I understood you to begin with. You told me that the major contribution by the developer to the City would not occur till phase 6.

PLANNING OFFICIAL TERELL – For this parcel

COMMISSIONER OWINGS – For this parcel… but the complete development, under the Master Agreement, which is just nothing but a contract between the City and the developer to do certain things; correct

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS – So when would… you said that on the developers part that contribution would be made at the completion of Phase 6. Did I misunderstand you?

PLANNING OFFICIAL TERELL – Possibly… this particular property is Phase 6 and there were certain requirements… there were certain improvements required in Phase 6 and those have now been moved up to Phase 5 and if under the current plan Development Agreement; if this parcel is not taken out of it, it's not required to do anything until Phase 6. Every phase has major improvements that are required and actually much larger than Phase 6.

COMMISSIONER OWINGS – So that's the part I misunderstood. I thought you were leading me to believe that Phase 6 was the larger portion. I couldn't figure out why they got to the end with… So could you please, if you know John and I know you may not, it's been a long time, but what were the developer's responsibilities at the completion of Phase 6?

PLANNING OFFICIAL TERELL – I couldn't point out exactly which ones, but in Phase 5 there is a very long list and several those are primarily relating to what is adjacent to this parcel were required in Phase 6. Phase 6 has a very short list. Most of the improvements were required well in advance of Phase 6. It was a short list. As I recall it was only three or four items.

COMMISSIONER OWINGS – Okay thank you John

VICE CHAIR BAKER – Okay is there anyone else?

COMMISSIONER CROTHERS – The phase 6 items that we're looking at right here or the Phase 5, does that include the ones that were from Phase 6?

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PLANNING OFFICIAL TERELL – Yes

COMMISSIONER CROTHERS – Okay thank you

VICE CHAIR BAKER – Anyone else? Okay, we'll bring the Applicant forward and he can present… Mr. Wayne Peterson. Would you please state your name and address sir.

SPEAKER PETERSON – Sure, Wayne Peterson with Highland Fairview and we're located here in Moreno Valley. I'd be happy to address the Planning Commission on this and want to thank John for responding to many of those questions. It really is a very simple amendment. I can appreciate the Commission's questions because it is simpler than it may appear. The only change being proposed is to eliminate the small planning area from the Development Agreement. All of the obligations under the Development Agreement today remain with the Aquabella property without this piece, so all of the obligations; all the street improvements; all the improvements within Aquabella are all still in place; nothing changes whatsoever in terms of the mitigations that are required; the public improvements; the private improvements; all those things are all still in the plan. The only thing that changes is the fact that this small piece of property is no longer protected by the Development Agreement.

As John said, it essentially removes the guarantee that the Development Agreement provides, that the City cannot unilaterally change the zoning on that property. In this particular case and it's not for a potential sale; it is for a potential financing purpose that this particular piece is being removed from the agreement. There is no pending sale of the property, it is still owned by Highland Fairview and will continue to be owned Highland Fairview, so my goal would be to try to assure the Council or Commission I'm sorry, that the proposed amendment is in fact as simple as it sounds. It does not reduce in any way, shape or form any of the obligations that Highland Fairview agreed to back in 2006 and essentially its three items. I can point those out to you in the back of your package. At the end of Exhibit…

COMMISSIONER OWINGS – Maybe you could just give us the page number

SPEAKER PETERSON – It doesn't have pages in my copy of the Staff Report. If you go through the Staff Report… there is Attachment 3 is the draft of the first amendment to the agreement. If you go to the back of Attachment 3 there is spreadsheet that looks like this…

PLANNING OFFICIAL TERELL – Page 199 I believe

MV00111976

SPEAKER PETERSON – Oh your Staff Report is numbered and the copy I have isn't. It should be the last page of the spreadsheet that lists all of the improvements that are required in Aquabella

PLANNING OFFICIAL TERELL – So that would be 203

SPEAKER PETERSON – Okay, sorry

COMMISSIONER OWINGS – John I'm looking at page 203 and I don't see Phase 6

PLANNING OFFICIAL TERELL – Right, they are all in Phase 5 now

COMMISSIONER OWINGS – Okay, so which are the three that would have been in Phase 6?

SPEAKER PETERSON – The last three

COMMISSIONER OWINGS – The last three

SPEAKER PETERSON – Correct… the two on the last page refer to all phases.

COMMISSIONER VAN NATTA – So you are referring to modify the traffic signal, widening and restriping and signing for a left turn lane and coordination of traffic signals.

SPEAKER PETERSON – Correct

COMMISSIONER OWINGS – And then on the back page it is the money items; the TUMF fees, correct.

COMMISSIONER VAN NATTA – Those just aren't in that phase, those are for all phases

COMMISSIONER OWINGS – Would those fees be reduced as a result of removing this parcel?

SPEAKER PETERSON – As John indicated, the zoning on the property stays the same; no change whatsoever in density; no change in type of land uses; its multi-family residential and in the Development Agreement a key point is that there is no requirement to build those units at any particular point in the overall development of the community. The point is when they are developed; they are subject to all of the regulations that normally apply to any residential development in the City, including review by this Planning Commission and potentially the City Council.

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COMMISSIONER OWINGS - Your name again, I didn't get your last name sir

SPEAKER PETERSON – Peterson… Wayne Peterson

COMMISSIONER OWINGS – Mr. Peterson my name is Tom Owings. I would like to assure you that I'm not trying to make something simple into complicated. I have enough complications in my life, but there is a fiduciary function for each of the Commissioners here to understand when the City; when two people enter into a contract and one of them wants of modify it. We were not here. We have a fiduciary function to ask the questions, so I hope you understand that were not in any way trying to complicate something. So you know in looking; I think can simplify it with one simple question. Wayne if you were to look at me straight in the eyes and tell me that is going to be developed with multiple unit, non-aged restricted units, then my concern about meeting the housing need that was identified in 2006 would be alleviated. So can you tell me that the ultimate use of this will be the units that were initially envisioned when this agreement was agreed to by the developer and by the City.

SPEAKER PETERSON – No, but the key point is if it is anything different then what is in the Development Agreement today and in the zoning, it would be an application on the part of the property owner that would have to come through the City review process.

COMMISSIONER OWINGS – And when you say property owner that makes me believe that wouldn't be fair of Fairview Highland

SPEAKER PETERSON – Well I can't stand here and tell this Planning Commission that the Highland Fairview is going to forever be the owner of all the property it owns.

COMMISSIONER OWINGS – Let me ask you hypothetically; if you were in the party of a master agreement like this and you were kind of thinking about and I appreciate your comment about later down the line, the zoning would come before the Planning Commission, but that is kind of kicking the question down the line when it really our responsibility to deal with it now, so hypothetically if you were a developer and you kind of decided that this project may not happen; the whole project; you might start picking it apart piece by piece and so I guess I have to ask you what are the likelihoods that a few years from now another Planning Commission member with my curiosity might be asking you or might asked to say we want to take Phase 5 out and then Phase 4 and then Phase 3; so the City is bound to allow you to have this long term agreement, but piece by piece it is being taken away, so I guess my question to you is this the first step in that process.

SPEAKER PETERSON – No

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COMMISSIONER OWINGS – It's because a little tiny guy who tried to develop some housing units, you know there is generally a five year period on these types of entitlements and then you get a couple of extensions here and there. You guys really have a 30 year period here to which the City is bound by this agreement and of course you are too, so that's my concern. So you have no plans. Highland Fairview two years from now is not going to be here trying to pull out parcel 5 or section 5 of this.

SPEAKER PETERSON – No

COMMISSIONER OWINGS – Okay thank you

COMMISSIONER VAN NATTA – Was this the only parcel in the development that was not age restricted? Is now the rest of Aquabella age restricted?

SPEAKER PETERSON – That's correct. Well the exception and to just be completely accurate; the High School site was technically part of the Specific Plan. It is obviously not age restricted.

COMMISSIONER VAN NATTA – But all the residences that are…

SPEAKER PETERSON – Correct, all the residential property…

COMMISSIONER VAN NATTA - …that are under the program now, the rest of them are age restricted.

SPEAKER PETERSON – That is correct

COMMISSIONER VAN NATTA – And this was the only section that was not

SPEAKER PETERSON – That is correct

COMMISSIONER PETERSON – Okay

VICE CHAIR BAKER – Are there any other questions of the Representative or the Applicant? Thank you very much. Now we will open this up to Public Testimony. I have no Speaker Slips on this item so I will close the Public Testimony on this item and we will go forth with Commissioner's Debate.

PLANNING OFFICIAL TERELL – Chair Baker; just to clarify the questioning that was occurring; no property owner can agree not to ever change their mind in the future but in a development agreement the City is not required to approve any change that the owner of that property has. They are only required to consider it, so not that it will occur in this case, but we've got other Development Agreements in town and the owner of the property has the right to request, but they don't have the right to change it; the City always has the right to review and either

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agree or disagree. Just to clarify that; you know if you see a change in this Development Agreement or say Towngate or some other project that has a Development Agreement, you are not required to approve it but the owner of the property can never bargain away their right to ask.

COMMISSIONER OWINGS – You know John I'm not trying to suggest that they know because I don't know what I'd I'm going to do with the piece of property that I am stuck with in Oregon in the same situation they are, but we sure have a pretty good idea when we have that much money invested in it and I think it is a fair question to ask what is the plans as of today.

PLANNING OFFICIAL TERELL – Agreed, I just want to make sure that it was clear that they could change their mind.

COMMISSIONER VAN NATTA – As I see this, this gives even though it has been taken out of the Master Plan for Aquabella; if anything, the City now has more control over what happens with the development of that piece of property than we had when it was within the development and since there was no guarantee that at any point that phase would have ever been reached, it would have turned into multiple family units anyway, I don't see much harm in approving this because they can't do anything other than it was slated for without for without coming back to us for permission anyway. I am a great believer in owners being able to do what they can with what they want to with their own property as long as they are staying within the rules and there is no harm in what changes they want to make and so I don't see any harm in approving it.

COMMISSIONER OWINGS – You know I just respectfully disagree with that analysis. This is different. This is a contractual arrangement between the City and a developer. This is not a question of property rights because there is nobody on this dais that believes in property rights more than me, but this is between a contract… you know the developer got something out of this or they wouldn't have entered into the agreement, so the City got something; the developer got something and now the agreement is being altered and I do not believe this is a property right; this is a contractual agreement.

COMMISSIONER VAN NATTA – Let me just respond to that. But the City isn't giving up anything that they agreed to and in a way neither is the owner and he has the right to ask and if there is no harm in making the change, I don't see the harm in approving it.

COMMISSIONER OWINGS – You know and I may agree with that final analysis, but the point is how we got there has to be correct and clear in our mind. We have every right to question this and it is not a matter of property rights, this is a question of contractual agreement between two parties and one party wants to change it.

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PLANNING OFFICIAL TERELL – Commissioner Owings is exactly correct, that's why this item is before you because the City and the Applicant have to agree in order to change this contract.

VICE CHAIR BAKER – Okay another other comments?

COMMISSIONER RAMIREZ – Having said that, I believe that we need to be flexible. We need to be able to work together. Times change and things happen in a five year period, so whenever this contract was proposed and put in place, a lot has changed since. One thing I can agree with is our developer has a great proven track record. In fact when that Skechers was built, it was built way ahead of time and up to the cutting edge and as far as time frame goes, I believe that the developer completed and fulfilled all their obligations way ahead of schedule, so having said that, I find no harm in trusting the developer that either one day if he decides to sell this particular property or they decide to develop it, the fact is that this will help them and it will help us in moving the City forward. Now it is better for us to not develop something than not develop it and sit there for many, many years and have no one move into it. That doesn't make anybody any money and that doesn't make any sense, I believe that as long as we can come to an agreement to work together and be flexible, we'll be able to accomplish our mission. Thank you.

COMMISSIONER OWINGS – Respectfully I would like to point out to the Commissioner that this Development Agreement assures that there is a possibility that we could be 30 years from now and that land would be vacant, so if you want to do rapid development, you shouldn't enter into these kinds of agreements.

COMMISSIONER VAN NATTA – And I may add to that that I feel that we have to look at each one of these projects on their merit and on what was decided on this particular property. We can't go into something saying I trust this developer and I don't trust that developer or point to how a developer has behaved in any other development that he has done. We're talking about a specific plan for this specific piece of property and that's what we need to look at.

VICE CHAIR BAKER – Okay, any other comments? Okay, I guess we're at a point where we'll ask for a motion to approve this Resolution 2011-14. Do I have a motion?

COMMISSIONER RAMIREZ – I motion that we approve…

VICE CHAIR BAKER – Okay, would you do this for me Commissioner. Would you read in there that resolution? Here I'll give the sheet. We just need you to read into the record all the items there. Thank you.

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COMMISSIONER RAMIREZ – I make a motion that we **APPROVE** Resolution No. 2011-14 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that P11-029 is exempt from the California Environmental Quality Act as the First Amendment would not Result in substantial changes to the Aquabella Development Agreement necessitating additional environmental review; and,

2. **APPROVE** P11-029, a First Amendment to the Aquabella Development Agreement to remove Planning Area 2, a 13.2 acre Parcel at the northeast corner of Cactus Avenue and Lasselle Street

VICE CHAIR BAKER – Do we have a second to Commissioner Ramirez's motion?

COMMISSIONER VAN NATTA – I'll second that

VICE CHAIR BAKER – That is seconded by Commissioner Van Natta. Okay let's poll the Commission and all those in favor?

Opposed – 0

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Thank you

PLANNING OFFICIAL TERELL – This item will be forwarded to the City Council for final review and action. That would tentatively occur on June 14th and that's all at this time.

3. Case Number:	**P08-133**	**Environmental Impact Report**
	PA08-0097	**Plot Plan**
	PA08-0098	**Zone Change**
	PA09-0022	**Tentative Parcel Map No. 36207**
	PA10-0017	**Municipal Code Amendment**

Case Planner: **Jeff Bradshaw**

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Vice Chair Baker and members of the Planning Commission. My name is Jeff Bradshaw. I'm an Associate Planner with the Planning Division. The item before you this evening is proposed by the Applicant; Ridge Rancho Belago. They have submitted five applications as part of this proposal. They include a Zone

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Change, a Municipal Code Amendment, Plot Plan, Tentative Parcel Map and an Environmental Impact Report and those applications are all part of a proposal to develop a 937,260 square foot warehouse distribution facility on a 55 acre site. This is located in the east part of Moreno Valley on the south side of the Moreno Valley Freeway, on the north side of Fir or future Eucalyptus Avenue and about 650 feet west of Redlands Boulevard. I am going to try to present the information to you as succinctly as I can. This is a fairly large project and somewhat complicated project so I hope you'll bear with me as I present the information and I want to make sure it is clear to you; both the Commission and the public.

Starting with the Zone Change, the project is currently zoned Business Park or BP. The General Plan designation for this site is consistent with that. It also has a Business Park General Plan designation. One of the standards of the Business Park zone is the limitation that it places on warehouse structures that are developed within that zone and there is a limit on individual structures being no larger than 50,000 square feet. The Zone Changes proposed in this case to allow for the building that is being proposed; a single structure that would exceed that limitation, so the change proposed is to go from Business Park to Light Industrial Zone and that will allow for the larger building. It is important to note that both the present Business Park Zone as well as the proposed Light Industrial Zone are both consistent with the underlying General Plan designation that is there on that site.

The Municipal Code Amendment that is proposed and if I could provide just a little background on that proposal...Under the current... one of the current standards again under the Business Park Zone is this concept that that district would act as a buffer or transition area between Business Park development and adjacent residential zoning and other sensitive land uses. Even though this site would be separated from property to the south by Eucalyptus Avenue, it is still in its present location located in proximity to residential zoning and so what is proposed by the applicant is to establish in addition to the Business Park separation concept; to establish an alternative or another way of buffering sensitive land use from these larger warehouse sites and so the proposal is a new standard or change to Chapter 9.05 of Title 9, the Industrial District Section and the concept is to add a requirement within the Light Industrial Zone that would require warehouse structures that are larger than 50,000 square feet be separated from any adjacent residential zoning by a minimum separation distance of 250 feet and that would be between the residential district boundary and any warehouse building or truck corridor loading area and that is a minimum at the same time the language also suggests that that separation or buffering distance be determined by the results of Air Quality and Noise Impact Studies, so while 250 feet might be the minimum, we might have a project where the studies may actually ask for more than that and so the accompanied Municipal Code Amendment offers another way for development to occur in close proximity or adjacent to residential zoning. And for reference purposes the revised language

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that is being proposed to that section is attached to Planning Commission Resolution 2011-13 and that is included as Exhibit E for reference.

With the regards to the development of the building, the structure that is proposed again is 937,260 square feet. The construction type that is being proposed is concrete tilt-up with architectural treatments on all four sides of the building. The colors for the building and the perimeter walls are earth tones with varying amounts of accent colors and vertical features to help break up the architecture. The facility as designed provides parking for both the trucks and for the employees and visitors to the site. There are 173 loading dock doors. If this facility and the project as designed exceeds the City's requirements for parking for trucks, employees and visitors. The loading and truck areas would be screened from view from offsite. The truck court is enclosed by 14 foot tall perimeter concrete tilt-up walls that would screen the loading activities on both the north and south sides of the building. In addition to that, the activity there is screened by slopes and a tree row that also has been conditioned and required of the project along the State Route 60 frontage of the property. You might have noted on the Site Plan there is some area at the northeast corner of the property that extends out into what would be future Cal Trans right-of-way and that area will be maintained by the Applicant with some interim landscape until such time that the property convey to Cal Trans development of future off-ramp improvements at Redlands Boulevard. As noted on the Site Plan the project has been conditioned and designed to accommodate required landscaping for the parking lot, the project's perimeter, the water quality basins and retention basins that are on site. All those areas will be landscaped to be consistent with the City standards. The future Eucalyptus Avenue frontage will include parkway, a sidewalk and there is also a segment of multi-use trail that will be built by the developer to satisfy City General Plan requirements.

I also wanted to point out some of the obligations that the Applicant has or the developer rather for street improvements associated with this project. They are required to construct at the Eucalyptus Avenue frontage across their site and that improvement actually extends from their property eastward to Redlands Boulevard. They would be responsible for constructing Street A which is along the eastern property line of the project to a half-width. They are responsible for traffic signal improvements at Redlands Boulevard at the westbound off-ramp as well as at the intersection of Redlands and Eucalyptus Avenue. They will also be responsible for constructing an additional southbound lane on Redlands Boulevard that extends from the eastbound off-ramp down to Eucalyptus and finally they are also required to work with the City to construct turning lanes at a number of intersections there at Redlands Boulevard and the on and off ramps at the 60 freeway, so all of those are required of the project and must occur before occupancy permits are allowed for the building.

The project site is comprised of multiple parcels and so there is a Parcel Map that accompanies this development. The intent of that map would be to combine

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the five parcels into a single usable parcel so they can develop the 55 acres. It would also allow for the opportunity to convey property to both Cal Trans in the future for off-ramp improvements as well as the Riverside County Flood Control District to complete storm drain or channel improvements in the Quincy Channel along the western property line.

I want to provide just some background on the Environmental that is required for this project because of the scale and size of this project and the potential impacts that would result from its construction. An Environmental Impact Report was required for this project and going back to when this project was submitted, Staff had the opportunity to work with an Environmental Consultant to prepare an Initial Study Check List and out of that Check List it was determined that there were some CEQA categories that needed to be examined further. There was a Notice of Preparation of an EIR that was circulated in October of 2009.

The result of that was the City was able to receive responses from various responsible agencies. This was members of the community here where they identified concerns that they had with that document and were able to hold a public meeting in October of 2009 together for their input. That information was used in the preparation of a draft document that was prepared and routed to Staff and to a third party; a peer review consultant that was hired by the City to assist in the review of that document and over the course of the next year we worked with the consultant in the preparation of that document. When that document was complete and ready, it was made available; the draft of that document was made available to the public for comment and that was a period that began in October of 2010 and ended on December 6th, 2010.

Again as part of that process we held another community meeting and were able to receive comments from the community as well as other responsible agencies about that document. Following that response period City Staff worked with the consultant to prepare responses to those comments and was able to complete the final EIR and make the response to comments available and distribute those in April of this year. The Staff Report when it was circulated to you included both the draft document as well as the response to comments and hopefully you had an opportunity to be able to review that information.

Another effort the City made to be able to put the information out and have it available for the public was placing it online on the City's website for access as well as making it available in a hardcopy format at both the City and at the library. Again as we examined the project, there were a number of categories that were identified as having the potential for having impacts and through the review of the project it was determined that mitigation measures were required in some instances. Those have been introduced in the document and are included to help reduce impacts where possible. There are categories or instances where the impacts were not reduced to less than significant levels but in all instances

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mitigation measures have been applied and the impacts reduced to extent possible.

The EIR did include mitigation measures for the following categories and the intent again to reduce impacts and those are for traffic and circulation, air quality, greenhouse gas emissions, noise, water supply, cultural resources and biological resources as well. The analysis in the EIR indicated that the project would have a number of potentially significant impacts and again in some of those categories and those include traffic circulation, air quality, noise and aesthetics. The EIR identifies mitigation measures to help reduce those, but even with mitigation the categories that I just listed do result in some impacts that can't be reduced to a less than significant level. The California Environmental Quality Act does allow for the decision body which would be the City Council to ultimately consider in instances like this a Statement of Overriding Consideration and make findings in response to that situation and if the decision making body were to determine that the benefits of the project outweigh the adverse environmental effects, it could approve the project with a Statement of Overriding Consideration.

The project presented this evening; standard notification was completed for this project. Display notice was published in the newspaper; the site was posted as well as notices being sent to all property owners within 300 feet of the property and of this evening I had received 6 comment letters connected to this evening's public hearing and this would be in addition to any comments that were provided through the review of the environmental document and I believe copies of that correspondence was provided to you and there should be copies on the dais and those were letters that were submitted to us from the Sierra Club; from South Coast Air Quality Management District; from Johnson and Sedlack which is an Attorney that represents some residents here in town; some organizations and then also from an individual named Paul Claxton and so all that information has been made available for you.

Additionally there was a memo prepared this evening. It is the yellow correspondence that you have and the intent of that memo is to identify some corrections that Staff noted that needed to be made to the Resolution and was one of those was a correction to some text that shouldn't have been in the Resolution; it was an oversight. It was text from another project that needed to be deleted and the other was some additional language that we felt made your action this evening, if you choose to approve the project or recommend approval rather, to make that action more complete. I believe that Transportation had one correction that they were going to suggest to the Conditions of Approval, so I'll give some time to Michael Lloyd from Transportation.

TRANSPORTATION ENGINEER LLOYD – Good evening Commissioners, this is Michael Lloyd with Transportation Engineering. I'd like to provide some clarification on Condition TE10. The condition was intended for Redlands Boulevard and the way it was worded initially wasn't clear, so I'd like to amend

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the condition such that it would read "prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane, additional southbound lane on Redlands Boulevard from the State Route 60 eastbound ramp to future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16 feet". Thank you.

PLANNING OFFICIAL TERELL – Yes and with that I believe that the Community and Economic Development Director wanted to follow-up on Jeff's report.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Thank you. I'm Barry Foster, I'm the Community and Economic Development Director. I just wanted to offer up some ideas from an economic development standpoint and offer my support for this project. I hope that you got a copy; I actually gave out a table. Did you all get a copy of that? I hope you are aware that a couple of weeks ago the City Council actually approved an Economic Development Action Plan and with that Action plan we're looking at accelerating and doing a number of different things in the next two years to really help with development in the community, but most importantly we are looking to increase employment opportunities; create jobs in this community. We think that the driving force in improving the economy in Moreno Valley is to help with the job market; is to address the fact that we've got a 16.2 percent unemployment rate.

A lot of our residents that do have employment have to leave the community for work. I think in the past couple of years, we've done a fairly good job of creating jobs. We've created over 3,600 jobs in the last few years in some very challenging economic times but we really need to do a lot more and so really the focus of that Economic Development Plan is to look at opportunities at a number of areas in the community to try to create more jobs; more employment opportunities for our residents and I think that if you look at these charts they are pretty eye opening in looking at the challenges that we face and kind of where we are at right now.

If you look at the top one we are looking at a number of communities in the Inland Region that are fairly similar in size to Moreno Valley with the exception of maybe Chino in terms of population, but you can look really at the work force that is currently there in those other communities versus the housing units in those communities and that is really what you striving to do is you are looking for a balance between the number of housing units and the jobs that you have in your community. That is not the number of people; that is not your residents that have jobs; that is the jobs that you have in your community; that are situated in your community. If you look at that list, the only community that is upside down is Moreno Valley. We really need to do a lot better job at creating employment opportunities here in this community and really try to improve that balance. We are significantly out of balance right now. If you drop down to the second group on that table, you can look at those same communities and look at the inventory

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that is currently developed for Industrial and Business Park in those communities and jobs again; and again we are very lacking in terms of inventory.

With opening of Sketchers, we'll have 10.1 million square feet in this community. That is very low in comparison with those other communities that are very similar in size and population. Even the City of Chino which has half the population that we have has 30 million more square feet than we have right now. We need to provide opportunities to have industrial distribution logistics in this community. That is the one way that we are going to help stimulate and produce new employment opportunities and jobs in this community that our residents desperately need to have. If you go down and look at the last part at the survey; that is a current survey that shows the zoning that is currently in place.

The project that you are looking at tonight has a Business Park zoning already in place and we're also looking at Industrial, so even including the zoning that you already have in terms of the Business Park, we have 9 percent. At the height; at the top there is Ontario with 25 with the vast majority of those communities are somewhere in the middle there. What is the sweet spot? Where should we be? I'm not offering any ideas now, but it is certainly should be higher than what we have, so that Economic Development Action Plan that we are really advocating is looking at ways to re-zone areas that are undeveloped to produce jobs.

If you look enough people would counter and say we'll got all this property in the south part of town in the Industrial Specific Plan area; you've got some property across the street here. If you develop what is currently zoned there and there are a lot of projects that are being looked at in those areas, you will probably have another 12 million square feet that you could do fairly easily. You still are only doubling what we currently have. You are still nowhere near where the rest of these communities are at. You are really selling yourself short in terms of having available undeveloped land for opportunities with zoning for distribution, light manufacturing and logistics. You are really selling yourself short to have those opportunities for that kind of development, so that's why we are looking at and trying to stress that there are opportunities in the east part of Moreno Valley in that Rancho Belago area where this property is located in to look at opportunities; to make sure that we have property that is zoned properly that can produce jobs.

The real question with this project is it is currently zoned Business Park, so you are not allowed to do a building greater than 50,000 square feet. It is the same situation that Highland Fairview had with Sketchers. It had the same zoning in place. It is do you want a number of small buildings or one large building that can be master designed with four sided architecture and all those kinds of things… with this property if you kept it in place with the way it is you could do 19 or more smaller buildings 50,000 square feet or less. That market is not here. I really don't know when that market will come back. That market of those small industrial buildings it is just not here and I really don't know when and if it will

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come back again. The opportunity where the large retailers are looking for is what Sketchers did. It is taking 5 buildings that they currently have in Ontario and Mira Loma and putting them into one 1.8 million square foot facility that is better planned and better designed. Sketchers saves 15 million dollars annually on their operating costs by moving to that facility. It is state of the art in terms of automation and everything else. It still produces 1,100 jobs; different kinds of jobs. They are not the old school fork lift and all that kind of thing. It is higher tech. It is all computers and that and that is really the direction that logistics is going to, but they are consolidated into one large building and saving money. That is what a number of retailers have seen and that is what they are looking and they need more product; they need opportunities to have those kinds of buildings and that is what the developer is proposing, is one 965,000 square foot building rather than 19 or more smaller buildings.

The developer has a solid track record. They have built a lot of projects across the street. They are a national developer. They brought in Serta Mattress; Minka Lighting, ResMed, Frazee Paint and we are working on tentative improvements for Harbor Freight right now. They brought in National…Very respected companies that have produced jobs for this community. That is really what we need. We need to look at opportunities and make sure that we the proper zoning in place, so this project has done all the EIR's; they've done… there are 80 pages of conditions of approval for this project. They have a significant buffer from the residential, but really the question is do you want 19 or more smaller buildings or do you want one large building. That really is the question, so with that I think from an economic development standpoint, certainly we support the project and I'm happy to answer any questions.

VICE CHAIR BAKER – Are there any Commissioner with questions for Staff?

COMMISSIONER OWINGS – Could I start up?

VICE CHAIR BAKER – Go for it Tom

COMMISSIONER OWINGS – Okay first of all I'd like to clarify something for the new Commissioners so should I address you Mr. Bradshaw?

ASSOCIATE PLANNER BRADSHAW – I'd be happy to try to answer any questions that you have.

COMMISSIONER OWINGS – Because this Applicant is asking for a Zone Change, doesn't the Planning Commission have the absolute discretion as to whether or not to grant approval for this zone change? In other words take for example last week… a guy comes in and he has a little 16 house housing unit and it meets all the standards; it meets all the criteria; the Planning Commission would be hard pressed to not approve that without a really proper statement of

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findings, but in this particular case isn't it true that we have absolute discretion whether or not to approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – This type of a change along with the Municipal Code Amendment starts with the Staff presentation to the Planning Commission and their role is to review the information and make a recommendation.

COMMISSIONER OWINGS – No I'm not questioning that, I'm just trying to find our proper role. We have absolute discretion don't we whether or not we approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – The result of this evening would be a recommendation to Council.

COMMISSIONER OWINGS – Right, but we have absolute discretion, correct?

PLANNING OFFICIAL TERELL – That's correct Commissioner… this is what is called a discretionary review and therefore the Commission has as you said absolute discretion to recommend approval, denial or something in between.

COMMISSIONER OWINGS – So if you have absolute discretion we could potentially bargain for something that would go some standard in excess of the current standards for our approval, correct?

PLANNING OFFICIAL TERELL – You can ask…

COMMISSIONER OWINGS – We'll that's a bargain. Both parties have to agree right… we established that earlier

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - Okay I can tell that I'm not going to be a second term Commissioner. Can you tell that right now? You know first of all has there been a tenant identified for this?

PLANNING OFFICIAL TERELL – Well that's really a question for the Applicant but our understanding is there is not a tenant.

COMMISSIONER OWINGS – So this is a spec building so we have no idea what type of business that is going to be housed in this 930,000 square foot building, correct?

PLANNING OFFICIAL TERELL – The specific type; no. It would have to be a range of business that is permitted in that zone.

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COMMISSIONER OWINGS – So I looked at the South Coast Air Quality thing and you guys are the experts on all of this and this is a bit above my pay grade in terms of understanding some it, so we have to rely on you to make sure that I do and I do trust the City Staff to make the proper direction or to make the proper responses, but isn't a little hard to ascertain what the traffic would be on Redlands Boulevard if we don't know what type of business is going to go in that 900,000 square foot building.

PLANNING OFFICIAL TERELL – Well I'll defer to Michael Lloyd to answer that question but typically this is a term of our… we look at what is called the reasonable; it's often called worst case development based on agreed standards and I'll let Michael kind of explain exactly how…

COMMISSIONER OWINGS – Well I don't really want to get into lengthy detail, what I just really want to do…

PLANNING OFFICIAL TERELL – Oh it will be short

COMMISSIONER OWINGS – Okay, I just want a general answer to the question in general. Wouldn't it be kind of hard to ascertain the impact to the community both on traffic or pollution? It seems like I read through all of these people's concerns. They seem to center around traffic on the 60 center, traffic on Redlands Boulevard and they center on overall air quality as a result of the trucks etc, so it seems to me that it is a bit difficult to ascertain with any degree of accuracy unless we know what type of person is going to go into it and I'm just looking for sort of a general idea of whether you agree with that or not.

PLANNING OFFICIAL TERELL – Well the assessment was done as this being a warehouse facility, so it is a facility that has a certain number of truck docks and there are averages; accepted standards, but again I'll defer to Michael to talk about that.

COMMISSIONER OWINGS – Okay Michael… you know because there seems to be quite a bit of difference between and take for an example a Big 5 in Riverside across from Raceway Ford and the Sketchers plant up here. You know Sketchers has lots of truck bays. They may not be all used at one time. They may be used sort of for storage until they are filled or until they are directed. The Big 5 is not quite like that and you know from an honest observation of a neighbor of Big 5 which is close to a million square feet, I never see a truck go in or out of it. I would say the impact to the traffic in front of Raceway is almost negligible if any. The employees create more of a traffic problem than the trucks or anything so that is quite a different plant than maybe might or warehoused or might be placed in this particular project, correct.

TRANSPORTATION CONSULTANT ENGINEER – Correct… there is variation from warehouse to warehouse but as John indicated the standards that we follow

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are based upon averages, so the calculations are based upon observations as you indicated where there are some warehouses that have lower truck volumes versus warehouses that would have higher truck volumes and we develop averages and then apply it to the proposed project's total square footage and then distribute that traffic onto that street system for analysis.

COMMISSIONER OWINGS – Okay thank you. John it is my understanding that Fairview Highland is prohibited from any traffic on Redlands Boulevard as a result of an agreement between Highland Fairview and the Sierra Club. Is that correct?

PLANNING OFFICIAL TERELL – They are… there is a preclusion of opening up the road that connects to Redlands Boulevard until a future phase of that development and there is a restriction on the …

COMMISSIONER OWINGS - … truck traffic on Redlands Boulevard, right? That is why all truck traffic in Highland Fairview is directed to Theodore?

PLANNING OFFICIAL TERELL – Well as part of Phase 1, it is all directed to there because there is no connection to Redlands in Phase 1, but by Phase 3 there will be a connection and trucks will be directed to Theodore. Obviously once a truck leaves that facility it can't be prohibited from going to Redlands because Redlands is actually a truck route, but the intent and the agreement as you said with the Settlement Agreement subsequent to the approval of that project did kind of give a proactive requirement on the part of Highland Fairview as the landlord to direct trucks towards Theodore.

COMMISSIONER OWINGS – So you say you know Redlands Boulevard is a truck route, so if you know could you please tell me the basis on which the Sierra Club made that part of their agreement with Highland Fairview. I mean what was the purpose of it; what was their concern and how did the agreement resolve their concern or address their concern?

PLANNING OFFICIAL TERELL – Well I can't speak for them. I think there was a concern of adding a lot of truck traffic to a route that is heavily used for commuter traffic primarily from Moreno Valley to the freeway or from Moreno Valley to and from Redlands, so there was a concern about if trucks go to Redlands they might be more likely to drive north to and through San Timoteo Canyon to get to the 10 freeway, so I think that was as I recall was their major concern was that trucks needed to be directed towards the freeway.

COMMISSIONER OWINGS – That concern would be just as valid for this proposed project wouldn't it as it was for Highland Fairview?

PLANNING OFFICIAL TERELL – I can't speak for them…

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COMMISSIONER OWINGS – In your opinion

PLANNING OFFICIAL TERELL - … but I would suspect they might have a similar concern as I think is expressed maybe in some of their comment letters in the Environmental Impact Report.

COMMISSIONER OWINGS – So maybe impossible to direct traffic from the new project to Theodore but is there a similar possibility of a solution that Sierra Club was able to work out with the developer of Highland Fairview with the current developer of this proposed project?

PLANNING OFFICIAL TERELL – There are not the same options for this property. Obviously this property is much smaller than the Highland Fairview project. It is roughly a third the size of that and truck traffic can go towards Redlands or at some future date could go towards Moreno Beach, which I'm not sure that is a better alternative.

COMMISSIONER OWINGS – Okay, when addressing Tom Hyatt's concerns in your packet in locating the warehouse to another area, the City Staff recommended five alternative sites and reasons why the five alternative sites were not suitable. Noticeably absent from the list was Highland Fairview's property which has approximately 20 to 40 million square feet of available warehouse space. Is there a reason the Staff did not include Highland Fairview in the analysis?

PLANNING OFFICIAL TERELL – Are you referencing in the alternative section of the EIR? I think the…

COMMISSIONER OWINGS – Well in your response to Tom Hyatt's letter, you stated that you had Staff look at the available sites and there were five and there were actually four but you added a fifth one and that none of those sites were really suitable for this project, so I was just wondering why Highland Fairview was not on …

PLANNING OFFICIAL TERELL – The reason is because other than the Sketchers facility, the Highland Fairview property to the south does not currently permit this kind of development on it.

COMMISSIONER OWINGS – Well neither did some of the sites that you proposed as alternate sites, so I don't see that as a criteria for excluding it. You even mentioned in one of your comments that some of those sites would require a zone change.

PLANNING OFFICIAL TERELL – Well I guess I need you to reference the particular page because I am not the person that responded to that.

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COMMISSIONER OWINGS – It was actually Jeff because it is unfair to put you on the hot seat. But anyhow is there any reason why Highland Fairview was not included as a potential alternate for a site when you were responding to Mr. Hyatt.

PLANNING OFFICIAL TERELL – I can't think of a particular reason why it would not have been included or it was not included.

COMMISSIONER OWINGS – Okay, alright, this question is for both I think for you John and for you Mr. Foster. It is my understanding the City and you just kind of eluded to that fact, just to prove a City Development Plan or I think that is probably the wrong terminology but you get the idea… what is it; the Action Plan last month and you know from what I read off of the website it was approved by City Council 5 – 0 which designated the area east of Redlands Boulevard as the future corporate park development. How does this project fit into that development plan? Why doesn't it? If the City Council directs in their plan that this type of development would be placed east of Redlands Boulevard, why are we recommending approval for this plan at its current location?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'm not sure specifically mentioned east of Redlands. It talked about the Rancho Belago area and that's a much bigger area.

COMMISSIONER OWINGS – It does mention that particularly east of Redlands Boulevard.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I think it was specifically talking about the Moreno Highlands Plan.

COMMISSIONER OWINGS – Let me ask you a question. If it says, if the current plan approved by the City Council says that this type of development should occur east of Redlands Boulevard, would that alter the Planning Staff's opinion of the project?

PLANNING OFFICIAL TERELL – No, I believe and if I can speak to the most recent action by the City Council; that related to creating additional General Plan designated areas where industrial development could occur and this particular site is already in the General Plan allowing industrial uses.

COMMISSIONER OWINGS – Well it is not allowing the use that they are asking right now or we wouldn't be talking about it.

PLANNING OFFICIAL TERELL – That's correct, but it does allow industrial uses.

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COMMISSIONER OWINGS – Alright, I'm bordering on arguing here and I'm sorry. Did the Planning Staff give consideration to require the consistent architectural design consistent with Highland Fairview's building be made a condition of this project to prevent the area from becoming a hodge-podge of building designs. If you look at the industrial site on Sycamore Canyon between Alessandro and Box Springs, it looks like a checkerboard. It looks like somebody said let's try this and let's try that, let's try this and you know this is going to be visible from the freeway and if we are trying to make Rancho Belago into a up-scaled community development park why wouldn't higher standards be required of this building, so the simple question is did you consider it?

PLANNING OFFICIAL TERELL – Well I'm not quite sure what you mean by higher than what?

COMMISSIONER OWINGS – Well you know I'm not talking but beauty is in the eye of the beholder, whether it is a pretty building or it is an ugly building, but it seems to me that there could have been some consideration given and I just want to know if you did to making this project a condition of approval for the zone change that this builder; that this development be consistent in its architectural design with Highland Fairview.

PLANNING OFFICIAL TERELL – And I guess the quick answer to that is no. This is not part of a Specific Plan that has established a particular type of design. Staff did look at this and wanted a high quality of design and also if you look at it, it includes of similarities. The color palette is similar. It is basically white. Most of the building is white and it also includes the spandrel glass which is a material that is very prevalent on the corners of the Sketchers building.

COMMISSIONER OWINGS – But there would be nothing that would prevent this Planning Commission to make that a condition of approval, would it?

PLANNING OFFICIAL TERELL – I guess if we could define what that meant…

COMMISSIONER OWINGS – Well at least consistent with the project. I think that's pretty clear. I have seen that lots in Planning Commissions.

PLANNING OFFICIAL TERELL – I would ask for clarification of it because we would not… I mean Planning Staff would never recommend that this building look exactly like the Sketchers building. Probably different than Sycamore Canyon which I agree there is quite a variety of architecture over there and colors; is the Ontario Business Park east of the Airport. It is actually a Specific Plan but you look at the buildings and they are sort of different but they all kind of blend in.

COMMISSIONER OWINGS – John you know there is no standard for Moreno Valley for this; there is no City standard, so the Planning Commission has to act

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as that standard. Wouldn't you agree? We have to be the one that set the standards.

PLANNING OFFICIAL TERELL – You need to provide direction to set the standards. That is correct.

COMMISSIONER OWINGS – So if we want to have an upscale development park there, shouldn't some consideration be given to creating a building that is consistent with the largest building in the City?

PLANNING OFFICIAL TERELL – And I guess my contention would be that it is.

COMMISSIONER OWINGS – So then Mr. Foster I just was wondering instructionally, could you tell me what the definition of work force is on the chart you passed out.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is all jobs in that community. I don't have a break down on types. It is total work force.

COMMISSIONER OWINGS – When you say all jobs is that all jobs held by people who live in Moreno Valley or is that all jobs held by anybody?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, those are jobs that are currently in Moreno for all types and that is the same thing with those other communities.

COMMISSIONER OWINGS – So for example taking Ontario, we don't really know if anybody that works; that 107,000 do we know if they live in Ontario?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – We don't, so that might be an unfair comparison right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No what we are looking at is a jobs balance of housing units…

COMMISSIONER OWINGS – But it really doesn't measure employment in Moreno Valley does it?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No it does not.

COMMISSIONER OWINGS – Thank you. Alright, Industrial Business Park down here where you have these percentages is for each of those, are you trying to

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equate Industrial Business Park square footage with the percent with employment? Is that what you are saying that there is a direct correlation?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That's the percentage of Industrial and Business Park zoning in Moreno Valley and those other communities and there is a correlation between the jobs that you can produce from that kind of development.

COMMISSIONER OWINGS – But there might be other factors that might cause Moreno Valley for example to be less than Ontario that are not taken into consideration in this analysis?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes there is

COMMISSIONER OWINGS – Thank you and there could be many factors, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Thank you… so the real question is my opinion… Let me ask you a question too. What is your official title for the City?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Community and Economic Development Director

COMMISSIONER OWINGS – So are you John's boss?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Do you feel a bit funny about advocating so heavily for this in front of this Planning Commission when in fact they are supposed to be the City Staff and take an objective look?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – My comments were from an economic development standpoint.

COMMISSIONER OWINGS – Well I appreciate that you are wearing that hat, but when you are back in the office does that present a problem?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – Thank you. So that's about it. Thank you.

COMMISSIONER VAN NATTA – I wrote a list of questions and you have hit most of them already but I do have a question. Isn't there plans in the future for

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a school over on that side of town like maybe north of the freeway north off of Ironwood someplace or sometime in the future?

PLANNING OFFICIAL TERELL – The School District is considering two potential sites for a future High School. They have not yet made a determination. One of those is on Ironwood west of Redlands and the other is at Ironwood and Nason.

COMMISSIONER VAN NATTA – Okay would it be likely that students from the south side of the freeway would be attending that school?

PLANNING OFFICIAL TERELL – It's hard to tell but one of the other things that I participate in is the School Attendance Boundary Committee as a representative and the intent of the School District Staff in looking for High School 5 is really to have all students north of the freeway go to a high school north of the freeway. Valley View High School which is the closest High School in that location, half of their students come from north of the freeway, so one of the thoughts about having High School 5 north of the freeway is that they could have the freeway as a dividing line for school attendance boundaries, but there is nothing to say that students south of the freeway might not attend there just like students north of the freeway now attend Valley View.

COMMISSIONER VAN NATTA – Okay because I'm looking at the traffic patterns here and I'm concerned about people who are going to the north side to the south side, whether it is for work or whether they are driving through San Timoteo to get to work or something like that because if Redlands is now going to be used as a truck route in and out of this location and Moreno Beach is a very busy intersection there with all the businesses and everything and Theodore is being used by trucks, that really limits the amount of access that people south of the freeway have to north of the freeway or to that route up there through the hills to go to work in San Bernardino or Redlands or any place up there and I remember all the debate that went on about building the Highland Fairview project and people concerned about traffic and I remember how strongly it was emphasized that oh no it is not going to be a problem. All that traffic is going to in and out of Theodore and I even saw I thought at one point an architectural rendition showing how it was going to be developed along the future Eucalyptus Avenue to where the trucks could not even go through there to get back onto the freeway, they would have to leave the Highland Fairview project, go to Theodore and get on the freeway, so this comment about them being able to use Redlands in the future was a little puzzling to me because I thought it was really clear that the truck traffic was going to be on Theodore.

PLANNING OFFICIAL TERELL – That is the intent of that project and that is the commitment of the developer of that project. The graphic that was shown that I think showed kind of and looked at what is similar across Sunnymead Boulevard as you get up at Frederick, but that is not a requirement of that project. It was

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just a suggestion that they had or something that might prohibit or you know really make it physically impossible for trucks to go towards to Redlands. The reality is that they've made an affirmative commitment to direct to director traffic to Theodore, but in the final analysis, they can't. It would be very difficult to never have a truck go that way, but your question I think was what is the impact on Redlands Boulevard relative to truck traffic and I'm going to defer to Michael Lloyd because that is an element of the Traffic Study to identify how many trucks and motor vehicles would be accessing Redlands Boulevard to get to the freeway and what is the mitigation to make sure that with that additional truck traffic, should it be approved, that street still operates at a safe and appropriate level consistent with our General Plan.

COMMISSIONER VAN NATTA – And as an add-on to that question I would ask other than I heard you speak about a traffic lane on Redlands Boulevard, but I didn't hear about any specific improvements that this developer would be contributing to on the Redlands interchange. I think it is going to need more than just adding a simple traffic lane to do that and recalling again what we went through on the approval. I mean I watched all the meetings and everything like that and all the things that were required for the development for Highland Fairview. Are there similar mitigations being required of this developer? How much money is going to be put into developing freeway on-ramps and off-ramps and that whole interchange there that is going to be chargeable to this site which isn't a third of the Highland Fairview but more like 40 percent?

PLANNING OFFICIAL TERELL – Well Highland Fairview is actually approved for 2.4 million square feet of industrial and then it has its commercial in addition to that, so it is the total and not just the current building, but yes there are similar mitigation measures and I'll defer to Michael to kind of list those briefly.

TRANSPORTATION ENGINEER LLOYD – Good evening again; Michael Lloyd with Transportation Engineering. Based on the Traffic Study that was conducted for this project, the project applicant would be required to install a traffic signal at Redlands Boulevard and the State Route 60 westbound ramp. They would also be required to install a traffic signal at Redlands Boulevard and Eucalyptus Avenue. The applicant would be required to construct an additional southbound auxiliary lane along Redlands Boulevard between State Route 60 eastbound ramp down to Eucalyptus Avenue. The applicant would also be required to improve the intersection of Redlands and Eucalyptus to include turn lanes; that includes a northbound left as well as a southbound right turn lane. The project applicant would also be required to improve the intersection of Redlands Boulevard and State Route 60 eastbound ramp to provide turn lanes. Currently there is a northbound left turn lane. This project would be required to install in the eastbound direction a left turn lane as well as a right turn lane. Currently there is only one lane there, so this would be required to put in an additional turn lane to accommodate the right turning trucks and cars. This project would also be required to install improvements at Redlands and the State Route 60

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westbound ramp. I don't recall off the top of my head and I apologize what turn lanes are out there currently today, but I believe there is a northbound through lane; a southbound through lane and this project would be required to construct a northbound right turn lane again to accommodate traffic from south of freeway turning onto the ramp and those are the specific improvements that this project would be required to construct.

PLANNING OFFICIAL TERELL – And those would be similar but not the same as the improvement that Highland Fairview is doing on Theodore.

COMMISSIONER VAN NATTA – Uh huh, so that is in anticipation of a great number of trucks going up and down on Redlands which still doesn't address the fact of what about people going in private cars north and south of the freeway. That still doesn't leave us a safe and easy way to get across without being subject to additional traffic there, but okay I see…

PLANNING OFFICIAL TERELL – There will be additional traffic and there will be truck traffic, so I think the Traffic Study shows that it would meet the standards for the City of Moreno Valley for its General Plan, but again it is obviously going to be more traffic than is there today and trucks that are not there today.

COMMISSIONER VAN NATTA – But what is difficult is gauging the amount of traffic because we were able to take a look at and you know count how many trucks was Sketchers going to use because we knew who the tenant was going to be and what are their plans and when do they run and everything else like that, but this still leaves a lot of questions about that. My other question has to do with the chart that you gave us and you are comparing several different communities here to Moreno Valley, but then when you get down into the Industrial and Business Park zoning who have included a couple of other communities. I just want to make sure John was listening because I had a question.

PLANNING OFFICIAL TERELL – I'm sorry… I was just checking because we were thinking that the Traffic Consultant that prepared the study; obviously Michael reviewed it and is very well versed in the City's standards, but it is our understanding that the Traffic Engineer who prepared the Study that was reviewed by Michael is also here, so if we need him I just wanted to verify that but I'm sorry, your question…

COMMISSIONER VAN NATTA – Okay… yes but just in response to that, that still is using supposed numbers of maybe and we don't know until we know who the tenant is going to be on that property how it is going to be affected.

PLANNING OFFICIAL TERELL – Right and the reason we do that is because first of all a tenant is not… let me go back. For the Highland Fairview project, the analysis was done the same way as the analysis for this project. The added

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information was for Sketchers as they had more specific information which was lower than what the study indicated, so it was just more information, but the standard; that project was actually reviewed based on the same standard of an average and Sketchers identified their truck traffic is lower than the average and whether that changed the decision or not I'm not sure, but the other thing to take into account is once a building is built, we can't assume that the same tenant will be there until the building is torn down or redeveloped, so that's why we have to look at it at this average.

COMMISSIONER VAN NATTA – I understand that when you have somebody in with a 20 year lease or something, at least you know you have some certainty of what is going on for the next 20 years. In looking at your chart here with your Industrial Business Park zoning and the other cities that have been added here and you said there is correlation to employment levels and the amount of Industrial and Business Park zoning in a city, does that mean that Perris with 21.7 percent of Industrial and Business Park zoning as compared to Moreno Valley's with 9 percent has a lower unemployment rate?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER VAN NATTA – I didn't think so

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – We didn't have the work force numbers for those three communities so we didn't include those.

COMMISSIONER VAN NATTA – Because it is my understanding that Perris' unemployment level is just as disastrous as Moreno Valley's and yet they have more than double the amount of Industrial and Business Park zoning within their City, which there again we get back into we don't who the tenant is and it is kind of like if I wanted to rent out a room in my house because I need more money, I'm going to very, very careful who I rent to because I want to protect my children and I want to make sure it is safe and everything like that and knowing who is going to be moving in is kind of a nice thing to know if we have it and in this case we don't have it. All we know is that it is going to increase truck traffic on a street that we as the residents were told before was going to be protected from truck traffic. I guess I'm arguing and I should be just asking questions. Okay that was all I had to know.

COMMISSIONER SALAS – I'm kind of confused. Are we adding a lane to the ramp or are they going to add a lane or are they going to widen the ramp… I mean the bridge over the freeway? Are they widening that?

TRANSPORTATION ENGINEER LLOYD – They would not be conditioned to widen the bridge structure.

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COMMISSIONER SALAS – So in other words we're going to add lanes that are going to funnel down to one lane because that is only a one lane going across. Is that correct?

TRANSPORTATION ENGINEER LLOYD – That is correct

COMMISSIONER SALAS – That's not good

COMMISSIONER OWINGS – Just to follow-up to your question, when you say you know if they have been moved out 12 years; a tenant moves out in 10 years, John wouldn't they still be bound by the conditions of approval if they moved in 20 years from now or 30 years and then they'd be right back here asking us to amend those conditions, so it's not really an accurate analogy is it?

PLANNING OFFICIAL TERELL – As long as they can continue to meet the conditions of approval and typically the environmental is done for this broader range of possibilities and not just a specific tenant. That was my point.

COMMISSIONER OWINGS – If Big 5 went out of business tomorrow in their distribution center across from our dealership, any potential tenant would be bound by any of the conditions of approval for that project and they would have to come here or to the Planning Commission in Riverside to seek changes to it, so it's not like it's open season when someone moves out.

PLANNING OFFICIAL TERELL – No, they still have to comply with the conditions of approval and again the conditions of approval, other than special conditions that might have been added are based on the averages. They are not based the specific tenant.

COMMISSIONER OWINGS – So and then on these Industrial Business Park zoning statistics we really probably should have a breakdown between the Industrial and the Business Park portion of it; right, the large buildings versus the small buildings for each of those cities before we can make any real beginning of any kind of analysis as to which one of those types of businesses produces the most business. Now I understand now that the current business climate says you know the bigger buildings are more in favor than the smaller buildings, but there is no real correlation between the size of the building and jobs created are there?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – There is not and cities will differ in terms of what they classify as a Business Park. Not every city is unique to what Moreno Valley does where they require that 50,000 square feet or smaller. There are a lot of communities that would have Business Park zoning that would require a larger building.

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COMMISSIONER OWINGS – You know I just, if by manner of just reminding everybody the definition of average; it is the best of the worse and worst of the best, so depending on where you fit in on that average, it could be good or it could be bad, so that is just more of a comment.

VICE CHAIR BAKER – Okay, is there anyone else for comments to the Staff?

COMMISSIONER OWINGS – I do have one. I hate to belabor it but intellectual honesty demands me to ask you this question. Paul Claxton writes and he says I can hardly wait for 200 semi trucks an hour to roll down the 60 Freeway, Ironwood and other streets creating the noise and the pollution. That is not a factual statement is it?

PLANNING OFFICIAL TERELL – That is related to the Sketchers warehouse, right; the comment…

COMMISSIONER OWINGS – Well right, but even that… is that factual?

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – It is not factual, so what would that actual number be?

PLANNING OFFICIAL TERELL – Something less than 200… There was a number there and I thought it was something of over a little over a thousand was the average… kind of the… It wasn't related to the specific… I believe with Sketchers it was a very low number because they knew exactly how many trucks that would be coming in and out of there…

COMMISSIONER OWINGS – And they certainly wouldn't be on Ironwood would they?

PLANNING OFFICIAL TERELL – No, Ironwood is not a truck route is it?

TRANSPORTATION ENGINEER LLOYD – That is correct. Ironwood in this particular area is not a truck route and so they would be prohibited from using Ironwood.

COMMISSIONER OWINGS – Well he goes onto say this warehouse hasn't created a single job in the City. That's not true either is it?

PLANNING OFFICIAL TERELL – Well it has created construction jobs certainly already.

COMMISSIONER OWINGS – Alright… Well I just think everybody should be honest in their comments.

VICE CHAIR BAKER – Okay, moving on. Does anyone else want to comment? At this point I think we'd like to bring the Applicant forward. Would you please state your name and address for the record.

APPLICANT RICE – Sure my name is Dennis Rice and I reside at 201 Covina, Long Beach, California. I'm with Ridge Property Trust and we're the developer of the proposed project which we call West Ridge Commerce Center. By way of background, Ridge Property Trust is a private real estate investment trust. It was mentioned earlier that we are a national company. We are headquartered in Chicago. We have an office here in Southern California, one in Dallas, Texas and one in Monterey, Mexico and we've done some other work in the City of Moreno Valley and also here in the East Inland Empire. Specifically we have developed about half of the Centerpoint Business Park Project across the street here, which is bounded by Frederick to the west; Cactus to the south; Alessandro to the north and Heacock to the east there. We've built five buildings totaling about 1.85 million square feet. They are all 100 percent leased right now and we have about six more buildings to build there, totaling about just under 1.2 million square feet and that will finish out that project. It is 162 acres. We also have a building down in Perris that we developed. It was 1,310,000 square feet and that was leased out to Hanes Brands and we have room down there to do about another 2.6 million square feet in addition to the building that we're proposing today of 937,000 square feet.

One thing I'd like to point out with the Hanes Brands because we have talked about truck traffic and averages and the best of the worst and the worst of the best, is Hanes again is 1,310,000 square feet. They have and depending on their season; right now they are in their back to school season. They employ between 800 and 900 people in that facility. They average throughout the year 25 inbound trucks and they average 40 trucks per day that are outbound, so a total of about 65 trucks per day on average, which kind of goes to some degree with what Mr. Owings was saying with the Big 5 facility over there near the Raceway Ford Dealership. Before I go any further, I'd like to thank the City Staff; especially Jeff and John. We've worked really hard on this project to get it to this point. Also, I appreciate all the input of the other Planning groups and all the different departments within Public Works, Parks and Community Services and the Police and Fire folks. We've owned this property now for a little over 4 years. We bought it in March of 2007.

One thing I would like to talk a little bit more about the project. I think Jeff did a great job of explaining all the particulars about the project, but one thing we did and I believe you may have gotten this package from me is we did a Community Outreach Program that we started about a year ago in June of 2010 and what we did with that program is we mailed about 20,000 project brochures to the residents on the east side. It was a four page color brochure that had a tear away card that people could mail back in and what we got out of that was about 154 responses out of the 20,000. Six of those went undecided; 29 were in

MV00112004

opposition of the project and 119 were in support of the project. Back in October of 2010 we hosted a project Open House at our Centerpoint Project where we invited all the people that replied to the cards, various community leaders within the City of Moreno Valley and also the different Moreno Valley Chamber of Commerce's and back then in November we did a promotion to make the community aware of the Public Hearing/Public Information Meeting that was going to take place on December 2nd and also on November 13th and December 11th, we walked door to door on that east end of town and handed out about 800 project brochures on this particular project here and engage with people and answered any questions that they might have with regards to the project within the packages all the response cards that we got in the mail and again some were in opposition and some were in favor and there were some good comments and we have a project website that people can go and refer to. We have a link to the Draft EIR and also the Final EIR. We also have a 1-800 number they can call and can leave a message and we get back to them and try to answer any questions they may have or discuss any issues that they have. With that we've got our team here that put together the EIR; Ross Geller and Charlie Wray with Applied Planning and are here to answer any questions and also we've got Eric Affith(?) with Urban Crossroads to answer any questions with regards to the Traffic Study that was done.

COMMISSIONER OWINGS – Mr. Chairman may I ask a few questions?

VICE CHAIR BAKER – Yes

COMMISSIONER OWINGS – Mr. Rice my name is Tom Owings; welcome.

APPLICANT RICE – Thank you

COMMISSIONER OWINGS – You know my view of this job is I don't have a dog in the hunt. I am not on anyone's payroll except my own and I feel that our job as Commissioners is just to make sure that everybody in the audience has their questions answered that they would ask if they were sitting here, so I hope you will take my questions in that spirit.

APPLICANT RICE – Sure

COMMISSIONER OWINGS – This is a very impressive book and in fair disclosure/ full disclosure I live on Canterbury Downs Way, which is not within 300 feet of your project, but I do live within a close proximity to it, so I did get one of these beautiful folders that you sent; questionnaires. I looked it over from head to toe and I couldn't find anywhere in here where you said how large this building was going to be in this brochure. There is nowhere in this brochure does it say it's a million square feet and now I do have to tell you that I've had two cataracts repaired since then or prior to that so I have may have missed it, but I

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don't see it and I just wondered why it wasn't mentioned when you got the public response.

APPLICANT RICE – Yes, I don't know the answer to that Commissioner. I believe there were references to the website where you could gather that information.

COMMISSIONER OWINGS – Well you know the question just is begging you know if it is going to create a lot of jobs and have all the positive attributes or things to the community that are attributed by the size of it, that we would mention the size, but that is okay. So then the other thing that I noticed in it was that there were like 19 people who said they were against your project and they basically talked about traffic congestion. You know there were a few vague illusions to you know livability of the neighborhood but really I just don't know, I can't put a finger on what that is… Traffic we all know; pollution we all know and congestion around it by trucks, we all know, so of the people that said that they in favor of it, other than the fact that they didn't realize it was a million square feet. I didn't see a lot of comments about it. There were a few that said jobs, so I wondered if you could address how many jobs will be brought to the community as a result of it, since we don't even know who is going occupy it.

APPLICANT RICE – That is a great question. I don't know the number of jobs. All I can tell you is…

COMMISSIONER OWINGS – Okay, but you do allude to it in your brochure as 300.

APPLICANT RICE – That is based on the number of parking stalls that are available

COMMISSIONER OWINGS – The parking stalls respectfully don't equate to jobs.

APPLICANT RICE – True

COMMISSIONER OWINGS – Especially in the days where they stress so much carpooling

APPLICANT RICE – Right and I'll give you an example of that down in Perris at the Hanes Brand building, they have 800 to 900 jobs. We have 375 stalls associated with that building.

COMMISSIONER OWINGS – But there again, those are all estimates. You say to the Planning Staff that we are going to have 300 jobs and they tell you how many parking spots you need.

APPLICANT RICE – No, I think that is based on…

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COMMISSIONER OWINGS – Well it is based on a Code

PLANNING OFFICIAL TERELL – It is based on the square footage of the building

COMMISSIONER OWINGS – Right, so it is a formula

APPLICANT RICE – Right

COMMISSIONER OWINGS – It doesn't necessarily equate to jobs

APPLICANT RICE – You could have more or you could have less

COMMISSIONER OWINGS – So what I'm asking you is you know it doesn't that that 300 number in this brochure really equates to anything except parking spaces. Is that a fair analysis?

APPLICANT RICE – I guess so, yes

COMMISSIONER OWINGS – And another thing I noticed is that a hundred and something people that said they were in favor of the project, many of them didn't say what zip code they were in and there were a lot of different streets. Was any attempt made on your part on your behalf to determine how many of the people in favor of this project were really living within proximity to the building?

APPLICANT RICE – No, we did not do that

COMMISSIONER OWINGS – So there could be people that aren't even in the same zip code responding that they are support of it. Is that an accurate statement?

APPLICANT RICE – It could be accurate. We could give you a copy of the mailing list if you'd like

COMMISSIONER OWINGS – Well I understand it, but that's a lot of time for me to get a map out and find out where all these people are. I'm just asking did you make any attempt to determine the proximity.

APPLICANT RICE – No we did not

COMMISSIONER OWINGS – So there could be people who are saying they are in favor of it that live on the other end of town.

APPLICANT RICE – Well the mailing list was pretty much directed to the east end of town.

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COMMISSIONER OWINGS – Okay, but I noticed there is one in here for 95551 and it would seem that this building is in 95555, which is the largest zip code in the city.

APPLICANT RICE – Okay

COMMISSIONER OWINGS – So my point is there obviously were people who were mailed this survey… I'm not trying to be argumentative; I'm trying to figure how much weight I should give this survey.

APPLICANT RICE – What I think I'll do is I'll get you a copy of the list and…

COMMISSIONER OWINGS – No, I'm asking you to tell me now.

APPLICANT RICE – I don't have that information with me here…

COMMISSIONER OWINGS – The question is simple. Let me finish the question and then you can answer it. There is a possibility that people said they were in favor of this that do not in close proximity to the building. Is that a correct statement?

APPLICANT RICE – If you say it is, then I'll agree with you.

COMMISSIONER OWINGS – I'm asking you. You did the study.

APPLICANT RICE – We mailed it out to 20,000 people Commissioner…

COMMISSIONER OWINGS – So a fair response is would be you don't know
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APPLICANT RICE – I don't know and what I'll do…

COMMISSIONER OWINGS – I can accept I don't know

APPLICANT RICE – Okay, what I'll do is I'll go back and we'll pull those cards and we'll map those 119 people were.

COMMISSIONER OWINGS – So you mentioned Hanes… I like your example of Hanes, but that is not the tenant here, right?

APPLICANT RICE – That's correct

COMMISSIONER OWINGS – Okay, so their usage really might not relate to the potential use/potential tenant here.

APPLICANT RICE – Absolutely

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COMMISSIONER OWINGS – So have you ever signed as a developer; have you ever signed a lease for the development of a large building and then gone to the City and sought entitlements?

APPLICANT RICE – No, because I don't think I could build the building without…

COMMISSIONER OWINGS – Well you sign the lease conditioned on entitlements, right? Have you ever done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – Okay, so that is not a practice among builders of large buildings?

APPLICANT RICE – No and I don't think there is really any tenants in the market that would ever sign a lease conditioned on entitlements because there is no guarantee that they are going to be able to get that building.

COMMISSIONER OWINGS – Are you familiar with Sketchers?

APPLICANT RICE – Sure

COMMISSIONER OWINGS – Did they sign a lease prior to having all their entitlements?

APPLICANT RICE – I don't know
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COMMISSIONER OWINGS – I think they did. John do you know?

PLANNING OFFICIAL TERELL – Well that was what…that was said and…

COMMISSIONER OWINGS – So to the best of your knowledge Sketchers signed a lease prior to having its entitlements?

PLANNING OFFICIAL TERELL – Yes, but I will say that is very unusual

COMMISSIONER OWINGS – That's unusual, but that's what happened, right?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER OWINGS – Okay, but you have never done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – So it would make it more difficult to get somebody to sign on without entitlements?

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APPLICANT RICE – It would. If you weren't able to get the entitlements they obviously would want a right to cancel the lease

COMMISSIONER OWINGS – But right; I agree with that. That would be obvious. My point is this; you know this is kind of a pig in a poke to us and it would sure… and I'd probably vote for it in a nanosecond if I knew who was going in there and the City had some way of really having a better estimate of all the impact that it could have to the City and the residents around and so you know I'm just trying to get to that point to I can vote for your project, so I'm just wondering could we or how uncomfortable you'd be to say come back to us after you've had a tenant in mind or even…

APPLICANT RICE – And then seek entitlements then…

COMMISSIONER OWINGS – Well seek the zoning change, yes

APPLICANT RICE – Um, I think it would be very difficult because there are other opportunities for those tenants to do those build to suits with a guarantee that they can get that building and there is obviously a lot involved planning wise for a user of that size to know that they are guaranteed a building there or not.

COMMISSIONER OWINGS – Would you have any objections to my earlier comments to making the building consistent to the Sketchers building architecturally?

APPLICANT RICE – I think like you said, the beauty is in the eye of the beholder and I think this building is just as good or if not better than the Sketchers building.

COMMISSIONER OWINGS – Well in terms of the standard of construction, would you say it is going to be the same standard of construction?

APPLICANT RICE – What is standard of construction mean?

COMMISSIONER OWINGS – Well the level of construction; excuse me; wrong term. Would it be the same level of…?

APPLICANT RICE – Yes, it will be a concrete tilt-up; extensive amount of glass. It has got a lot of that metal that you see on the Sketchers building around the square windows.

COMMISSIONER OWINGS – Yes but, okay, but it does look totally different than the Sketchers building to me. Would you have an objection to a condition that would require you to make it more consistent with the Sketchers building?

APPLICANT RICE – I think I would, yes

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COMMISSIONER OWINGS – Fair enough

APPLICANT RICE – Sketchers is Sketchers and we don't want to be like Sketchers and we don't want to be like Highland Fairview. We want to have our own identity and I think it is better for the City too.

COMMISSIONER OWINGS – Well you know it seems to me that you are going to want people to move or whatever tenant comes into that particular building is going to want people to live where they work, right?

APPLICANT RICE – Yes

COMMISSIONER OWINGS – So we have to have an eye to protecting the visual impact that this building will have in the very area in which we're going to ask these people to live. Would you agree with that?

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – You know, initially when Sketchers opens, it is my understanding that most of the people that will be employed there probably still live in Ontario, so it is our job as a City to seek those people to come over here and live here so that there being here means something; taxes; spending their money here; etc, etc., so it would seem to me that we don't want to have an eyesore from one end of the 60 freeway to the other of these large buildings that all look alike, so I'm hard pressed to understand while consistency in architectural design is so objectionable, but with that I'll just pass it on to the other Commissioners.

COMMISSIONER VAN NATTA – I had a little time on my hands while I was watching Dancing with the Stars the other night and I went through a couple of pages of the comments, just where you had the addresses and stuff of the people and I did mark down on a map. I used red for the people who were against it and green for the people who said yes they would like it and I know you probably can't see too much of that here and this isn't all of them by any means, but it might not surprise you to know that the closer they were to the project and the more rural or larger the properties that they lived in, the more likely they were to say they did not want the project there and that most of the responses that said yes they liked the project were clear down along the south side of town along LaSalle, south of Iris; some of them over in the 92551 area and so it seems like those that are most impacted with the project and have the biggest objection to the traffic and everything else like that were the ones that were closer, so just kind of respond to what you were asking him about that and that does kind of give a feel there, but also I circled in purple on this from your report here when you said that you did door to door in a particular area and with one exception and that was clear down on this side of here, just going through those first couple of pages where there were yeses and no's, all the ones that were within that area

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that you seem to feel that were most impacted where the ones that said they didn't like the idea of the project there, but that was just to elaborate on what you were talking about where it was. I didn't really have any other questions beyond that except for your hotline and I'm looking at what you gave us on your hotline and the answers that they were allowed to give after name, phone number, email address, their options were yes, undecided and looking for work. There wasn't anything there that said no, so if they did call into the hotline and it is interesting that almost everybody that said yes, also marked the looking for work, which might have impacted their answer yes, but why wouldn't the hotline have an opportunity to say they didn't like it rather than yes or undecided.

APPLICANT RICE – I don't know the answer to that question

COMMISSIONER VAN NATTA – Okay, fair enough, thank you.

VICE CHAIR BAKER – Is there anyone else? Okay, Commissioner Crothers has a quick question?

COMMISSIONER CROTHERS – I just want to thank my fellow Commissioners for bringing up some of the issues that I also have while going over these proposed projects and I just want to thank you for being so efficient and thorough.

VICE CHAIR BAKER – Is there anyone else for questions to the Applicant?

COMMISSIONER OWINGS – You know Mr. Rice I wonder is there anything that we should have asked you that we didn't that you'd like to elaborate on or any of the people that you brought with you that could inform us of the traffic situations beyond or any of the other concerns that you would like to address tonight?

APPLICANT RICE – No I think you did a pretty good job. Nothing comes to mind that I would want to ask you right now. We have put a lot of work into this and I appreciate your consideration. I guess I could ask my team if they have got anything they'd like to contribute.

COMMISSIONER OWINGS – Certainly, with your permission Mr. Chairman

APPLICANT RICE – We'll wait until Public Comments. Okay, thank you

PLANNING OFFICIAL TERELL – Yes Chair, at this time and I don't know if this might be an appropriate time to take a short break if you like or not before we start the Public Comments. I do know that Commissioner Crothers has to leave to go to work, so…

VICE CHAIR BAKER – That's fine, do we need a…

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COMMISSIONER OWINGS – Maybe we should just soldier on

PLANNING OFFICIAL TERELL – That's up to you, but I just wanted to give Commissioner Crothers…

VICE CHAIR BAKER – She is going to work, so if want to keep moving forward, I'm with you on it okay.

PLANNING OFFICIAL TERELL – Obviously we'll have a tape of these minutes, so should a decision not be made tonight you would have an opportunity to review those and still participate.

VICE CHAIR BAKER – Oh do you want to take a break?

COMMISSIONER SALAS – No go ahead

VICE CHAIR BAKER – You're okay… We'll open the Hearing up for Public Comments on Item No. 3.

PLANNING OFFICIAL TERELL – If we can just hold off allowing Commissioner Crothers to leave and then we can start so she is not walking in front of somebody that is speaking.

VICE CHAIR BAKER – Thank you. Okay our first speaker will be Susan Zeitz; excuse me and we do have a three minute limit. Please state your name and address.

PLANNING OFFICIAL TERELL – Yes unfortunately those are the rules that have been established, so…

SPEAKER ZEITZ – My name is Susan Zeitz and I've lived here since 1984 at 26386 Ironwood Avenue here in Moreno Valley; unfortunately on Ironwood. I'd like to address a few of the things that you guys have been talking about versus my original thing; high schools. The majority of students who go to Valley View come north from the north side come from the north west and that's where the High School needs to be. Putting a High School on site number one or two, but especially number one is like a Cinderella story. They are trying to fit the land to the project instead of the project to the land. Additional traffic is going to be a nightmare. Two High Schools so close together with more than 3,000 hormonally challenged teenagers is not a good idea.

VICE CHAIR BAKER – Would you address the subject matter here

SPEAKER ZEITZ - I'm getting there.

VICE CHAIR BAKER – Okay you've got three minutes

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SPEAKER ZEITZ – You guys covered all this stuff too. Yes you did, I heard High School and I heard all kinds of stuff; traffic; bridges; gas prices over there; the truckers are not going to stick with the freeway routes, they are going to go the shortest route. They are going to be on Ironwood. Any increase on big rig traffic north on Redlands Boulevard is going to be a nightmare for the people who live on the other side of the side hill. There is already a problem and people trying to go around these rigs on Ironwood and on Redlands Boulevard and different places are going to have more head on collisions, so traffic is already bad on Ironwood; it is already bad on Redlands Boulevard. The bridge is a nightmare on Nason trying to get to the High Schools because improvements weren't done when those projects were approved other at Target and all that. The same thing with Sketchers; narrow bridge; wide roads on either side; it is a no-brainer. It is going to be a problem. They already exceed the speed limit on all of that area over there. I don't know why the planners let them put in the buildings before they make all of the improvements. The warehouses on the northeast and southeast are ludicrous, they should be near the freeway interchanges and not on the end of the town where they are going to try to take shortcuts and they are going to impact not only the people immediately there but a lot of other people too.

The State of California requires that every City and County have an adopted General Plan to provide guidance and direction, but it doesn't say they should continuously manipulate it to suit those with monitorial resources beyond the means of most of its citizens. Some of our citizens like us moved into this area because it is largely rural. Some moved into this area because they liked the original General Plan. Everyone can understand a General Plan will change a little over time but not to the extent that our City becomes unrecognizable from the first plan. Every time someone wants a petition to change or amend the General Plan the City Council should first take into consideration the City's original General Plan and not it's most recent predecessor.

We purchased our home in 1984 before the incorporation and went to the City meetings and the planning meetings and we liked the way the plan was made, but every time someone comes; every time a developer comes in and waves money in front of you and the City Council, bam, we have an amended General Plan. Often the only people that are notified are those people within 300 feet. It is ludicrous because what happens in Moreno Valley truly affects every taxpaying citizen and the City is sneaky. I feel that any time there is a petition to change or modify the original and I do mean the first one General Plan that written notice should go out to every taxpaying citizen and not just those within the 300 feet. This buyer; these people; they bought this building for almost 3 million dollars knowing that it's not for what they want. They want to put a warehouse there but they didn't buy it… they bought it knowing it wasn't zoned for that, so they are feeling pretty certain that they are going to come in front of Moreno Valley and they are going to be able to change it. You know if they thought you'd say no,

MV00112014

they'd still have spent that money for a piece of property that they can't build a warehouse on; I don't know.

The Press Enterprise quotes Darryl Hill who is the Vice President of the Dom Commercial Real Estate services sold the property; it says obviously they wouldn't have purchased this property if Sketchers hadn't happened. It is wrong to come into an area of rural homes and farmlands and build something not in keeping with the area. You should have never allowed Sketchers. Don't compound the mistake by allowing more warehouses or commercial properties to ruin the rest of the northeast and southeast end of our Valley. Keep the industry to the east of Perris Boulevard. Stipulate that before pristine land can be plowed under and covered in concrete that the unused or underused commercial areas be utilized first until there just isn't anyplace left to expand. Don't make our valley one continuous gigantic concrete city. Development should be done where it has the least amount of impact both on land and its citizens. Draw the line. Stand your ground. Once pristine land is covered in cement it is gone forever. Preserve what is left of our rural areas of our valley for future generations. I hadn't spoken up about this before because I just found out about it because I live more than 300 feet away and I'm against or any other warehouses being built on the northeast or southeast end of our valley. Thank you for giving me the time.

VICE CHAIR BAKER – You're welcome. Our next Speaker is Deanna Reeder. State your name and address for the record please.

SPEAKER READER – My name is Deanna Reeder and I live in District 3 and I appreciate Mr. Owings and Ms. Van Natta; your questions very much because we need to question the things that we do. Mr. Ramirez, I'm going through these comment cards here and you have a comment card here that you for the West Ridge Warehouse, which means that you probably should exclude yourself from voting on this because you are not an unbiased party. You are a very biased party. You've already participated in getting it here. Mr. Baker, the last City Council meeting I was at you sat whispering in Mr. Benzeevi's ear through the meeting. I don't think you are very unbiased either. If you are going to be up there making decisions on people projects maybe you should show just a little more discretion on where you hang out and who you hang out with. You should at least put on an air that you are unbiased about it.

Now in case you didn't know Mr. Rice is on the Rancho Belago Economic Council, Board of Directors along with Benzeevi and you know some of his good old boy club and that's fine; it is his project, but you all need to be doing your jobs in representing the people of this City. I believe most of you were appointed because they expected you to vote the way Mr. Benzeevi wants you to vote. Now that might not happen and that's not a bad thing. Like I said I appreciate the questions; surprised as all whatever, but I do appreciate it. I watched… well I send out emails to people and urge them to send out emails or contact or go to

MV00112015

meetings or what have you; you have one email that is in there by Mr. Hyatt and I know there was a lot more emails so I'm just wondering where they were at, because most of the people that I contacted that sent emails on, actually explain why.

On the Sketchers project; if you read their emails, most of them were weenie jobs. Well you know what, when they built Sketchers, they had what a thousand people working there and the unemployment in Moreno Valley went up the entire time. Guess what; what jobs now; didn't happen and the people that are going to work there aren't from Moreno Valley. Now by attrition, eventually some of them will be from Moreno Valley, but jobs now didn't; it is not going to happen; tax base that's not going to happen. That's a pile of crap too. We have a 14 million dollar deficit and Sketchers is supposed to contribute 190 thousand dollars a year in economic benefit; so in three years that is 570 thousand dollars. How come we can't get 14 million from them because it is not going to happen? You know what when we say jobs and we say economic benefit, these are empty promises.

Please do not approve a speculative building. I mean even the ones that aren't speculative aren't giving us what they said they were. It obstructs the view more than they said. It is not going to have the landscaping they promised. You try to get out of the other stuff and... Mr. Rice I approve of the things that you put in District 4 just so everybody knows where I live at. Through my backyard I look at a big blue Walgreen's building. Now Sketchers was put where it was supposed to be I would be looking at it every day. I don't look at it every day because it is not where is supposed to be. Now if this building was put where it is supposed to be I would be looking at this, so you know these people that tell me this nimbi crap; that's crap because if you put it where it is supposed to be I would be looking at it from my backyard and I don't have a problem doing that because that is where it is supposed to go, so the next person that tells me nimbi, you can do whatever with it; I'm not going to say it but you get the idea, so that is not the case. Things are planned. You need to put things where are they are planned. You need to approve them where they are planned.

Mr. Benzeevi bought his approval and just like in San Bernardino, eventually I'm he is going to pay for it. In fact I'm very sure eventually he is going to pay for it. But you know what, it has been what six years since what they did in San Bernardino happened and are just now getting indicted. Things take time; but don't worry, it will happen. Please don't let him buy an approval and then start getting other warehouses where they don't belong. This warehouse does not belong there and just like I told Mr. Benzeevi and I did. I said if you put the warehouse where it supposed to go I will support it. I did. I offered to support the Sketchers if it where it was supposed to go and I am not anti-warehouses. Now if Mr. Rice will put the building where it should go, I will support it. I will not support over there and I will ask that you listen to the citizens of the City; not the

MV00112016

500 that Mr. Benzeevi paid to show up in buses, but the actual people that live here. Thank you.

VICE CHAIR BAKER – Thank you. The next Speaker we have is Alisha Zeitz. Please state your name for the record and your address.

SPEAKER ZEITZ – Hello my name is Alisha Zeitz and I live at 26386 Ironwood Avenue. I am the face of the youth who will need a future job. I will need to apply to College and jobs in the next year, so if this Sketchers building is bringing in 1,100 jobs that are mostly technology based, how am I or any of my 3,000 plus piers going to get a job with this expertise at Sketchers. I begin with this question. It has been brought to my family's attention that the City of Moreno Valley City Council per their City of Moreno Valley Deficit Elimination Plan has removed funding from our Moreno Beach Fire Station 58 at Eucalyptus Avenue and Moreno Beach Drive in the Auto Center across from Walmart. This cut eliminates 8 sworn firefighters and truck 58; our City's only paramedic truck company. Calls will be assigned to the remaining stations in the City which they expect will drop their response time to 60 percent efficiency, which can be the difference between life and death. Yet you propose adding more industry which increases the change of industrial accidents where those services will be needed the most and increase the number of big rigs coming and going in and out of our valley, which increases the unfortunate, but likely chance of negative interaction between those tens of thousands of ton trucks with our family vehicles.

The northeast and the southeast end of the valley will be affected the most because we will now be the furthest from help0. This is another good reason to keep the northeast and southeast areas of our valley rural and not allow further commercial or warehouse industry into this area. Also the City of Moreno Valley is located with the South Coast Air Basin. The basin is a physical unit that due to low wind speeds and prevailing inversion layers retains pollutants for substantial periods. This slow dispersal of pollutants results in high concentrations of primary pollutants including carbon monoxide. The basin also supports the formation of the ozone. The atmospheric haze created by the presence of these pollutants is known as smog. Adding more industry to the northeast and southeast end of the valley will further pollute our homes. Please don't change the zoning to allow more warehouses. Let's retain rural areas of our valley. Thank you.

VICE CHAIR BAKER – Thank you. As it sits here I have no more Speaker Slips for this item, so I'm going to close the Public Hearing.

PLANNING OFFICIAL TERELL – At this time I think if you could leave the Public Hearing open and call the Applicant back.

MV00112017

VICE CHAIR BAKER – Okay, sorry about that. We'll open the Public Hearing up and let's do that. Mr. Rice do you want to come forward and rebuttal some of those comments.

APPLICANT RICE- Yes I think just a couple of clarifications. Susan had mentioned purchasing the property for 3 million dollars. That wasn't our particular site; the site immediately east of us between our east boundary and Redlands was sold; my understanding in reading a newspaper article less than 30 days ago and I believe the price was 2 or 3 million dollars or so. It wasn't our site and then Ms. Reeder had mentioned something about me being on the Board with Iddo; on a Rancho Belago Board, which I have no idea what she is talking about because I'm on no Board for Rancho Belago.

VICE CHAIR BAKER – Okay, thank you

APPLICANT RICE – You bet

PLANNING OFFICIAL TERELL – So are you going to close the Public Hearing?

VICE CHAIR BAKER – Yes, I'll close that.

PLANNING OFFICIAL TERELL - I wanted to kind of have the City Attorney comment on one of the comments that was made.

DEPUTY CITY ATTORNEY BRYANT – One of the comments supposed that a Commissioner may have pre-judged the item. I just wanted to remind the Commissioners that if anybody has pre-judged an item before the finding Commission that they might want to recuse themself from making a decision if they have pre-judged it. Perhaps more facts have come out but as long as you can keep an open mind and think you can go ahead and make a decision on the item.

COMMISSIONER OWINGS – I think it is important to note that he wrote that card before he was a member of the Planning Commission. So are we into…

VICE CHAIR BAKER – So what we do next is we are into Commissioner's Debate over the project.

COMMISSIONER OWINGS – Mr. Chairman or Mr. Commissioner could I… I'm probably going to hate myself for these comments but… I would like to first all say that I trust every person at this dais. I trust your motives and the people who are against this project or any project who use ad hominem attacks to discredit a project really are hurting themselves and I think that this City will never get to a point where it will grow in a positive way if we don't stop all of this; this non-fact base of personal attacks. Whether or not Iddo Benzeevi is a good person or a

MV00112018

bad person, he has certain rights in this City and they should be obeyed or they should be respected.

Every person in this room has certain rights that need to be respected by Mr. Benzeevi and everybody else and we need to live by those rules, so I would really just encourage everyone and I know this is going to fall on deaf ears, but we need to stop this. There is not a single person involved in this Planning Commission that has dishonorable motives and if they do you know it is not our place to judge them. Let their votes and their comments stand for that, so I apologize to you and I know that today I didn't receive any but I know that next week I might, so I would just hope that we could all restrain ourselves from those types of attacks and especially to you Mr. Rice and I apologize for myself.

In terms of the question that is before us, you know I believe that I heard everything that was said by the people who were here speaking. I do believe that markets change and I think that these folks bought this property with the intent to do something with it that was consistent with the current zoning and I think that the market no one could foresee 2009 and the market changed and so now they want to do something different with it and unlike the earlier situation, this is not a contractual agreement, this is a matter of property rights, so I agree that they have the right to ask for this and I happen to agree that under certain circumstances it should probably be granted, but I personally cannot vote for the project until I know who the tenant is and I especially can't vote for it when there is 40,000 square feet or 40 million square feet of potential space somewhere else or within eyeshot of the building, so until we know who is there, I feel that it is impossible to judge the exact impact to the community and therefore I will vote no, but I will tell you this Mr. Rice, if you bring a tenant here and can bring this thing down to more manageable numbers and be more persuasive about actual jobs and impacts to the area you'd have my vote in two seconds and that is the situation that I find myself in tonight and I appreciate everybody listening.

COMMISSIONER RAMIREZ – I just want to address what was mentioned about me earlier. Again as Commissioners we take this obligation as a privilege to serve the people. We are here to provide a non-biased, but yet intelligent perspective opinion on what is presented to us. The future of our community is basically our responsibility; our State. Wherever we build today is going to be here well after we are gone; it is going to be for our kids; for our future, so having said that I am going to say clearly I am here to vote against this and the reason why is because the traffic situation on Redlands Boulevard jeopardizes the security of everyone there. I believe the future of our community if we are to develop in an economic and industrial way, we have to do it in an efficient, logistical manner. I think Theodore Boulevard is the ideal location to route traffic in and out of the City. I think we should protect our citizens, especially those that live off of Redlands north and south of the freeway, so the concern that I have also is that I agree with Commissioner Owings is that it is hard for us to say yes; let's go ahead and vote for this when we don't have a tenant that will bring jobs.

MV00112019

It is all speculative. You know the other projects that they have south of the City; those have tenants already. I would like to see a tenant that will come into our community that would be basically at the cutting edge of the economic industry; basically like Sketchers in other words; a tenant that is willing to be here for the long haul that is committed to help this community prosper and thrive. That's all I have to say. Thank you.

COMMISSIONER VAN NATTA – I don't think that we can always expect that when somebody is building an industrial building that they are going to know who in advance who the tenant is going to be and I think that is an unrealistic expectation and usually isn't going to happen. They may have some perspective tenants but it not going to be that often that somebody does a project of this size that's build to suit like the Highland Fairview project did for the Sketchers tenant, but my objection to this project has to do with fact that it was very, very clear when Highland Fairview was putting their application in for their huge building in on the east end of town that that was a major paradigm shift for a lot of people; that that was not what a lot of people saw that was going to happen on that end of town and even though it may end up being the best thing for the City it was only approved after a lot of people were convinced that it was going to be pretty much curtailed to that area from Redlands east and that it wasn't going to increase truck traffic coming through the residential area there along Redlands and that future development of this type was going to be encouraged to be other high end tenants like the Sketchers project and that that was the only way that we could tolerate that kind of development on the east end of town, was if it was upscale; if it was somewhat contained and so forth. This project is lovely as a warehouse as it is, looks just the same as the other big box warehouses that are in other areas of town. I don't think it reflects the level of or the type of building that we want to see on the east end of town, but more than that it puts truck traffic onto Redlands Boulevard and for no other reason than that I would vote against this project just because of the impact that it is going to have on the residents of that area and their somewhat semi-rural even though much less rural than it used to lifestyle.

COMMISSIONER SALAS – I like the project. I like idea of the project. I agree with Barry on that we need it, but again the only thing that I don't like about this project is traffic. If Mr. Rice would come to me and tell me that they are going to improve the off-ramp and widen it when we could actually have a car and a truck going at the same time both directions, because it is going to be another Nason and the 60 freeway there. It is just going to be backed up. The cars are going to be backed up. There is going to be a stop sign there or a light or whatever is going to be there. It is going to be horrible. The traffic is going to be backed up forever. That is where everybody goes to San Timoteo to get out of town to go to Redlands and stuff, so that's what is going to keep me from supporting this project. Thank you.

MV00112020

VICE CHAIR BAKER – Now they leave it to me. You know this is a double-edged sword here. We need to get some community development going here and you can't do it without putting… and the problem we've got here in Moreno Valley in the proportion of roof-tops to commercial property is way out of whack and I don't know how to get it back. I mean we've got to get some commercial property in this town and no one wants it in their area. I mean you know obviously these fellows own the land and they say go to the south. Well they don't own the land in the south part of Moreno Valley or they don't own the property out there by Gilman Springs or Theodore, so I don't know. It seems like to me and this is just me talking, we're really stymieing ourselves here and I understand all the traffic problems; the smog and everything you are considering but somewhere we are going to have to bite the bullet and go forward with this. Obviously I'm probably in the minority here. I don't whether we ought to vote on this. We've got two Commissioners absent. This is a big hit here. Looks like right now it is going to fail and John you may give us some guidance on this. Do whatever you like.

PLANNING OFFICIAL TERELL – Well you have the option to continue it if you like so that the other two Commissioners could participate. You also have the ability to continue to ask the Applicant if he would like to continue it, if he would like to provide additional information that might address some of your concerns that came tonight. Based on your comments though, I can count to four and it looks there are four Commissioners that are not in favor of recommending this project and therefore that is a majority.

VICE CHAIR BAKER – Well you know and I don't know if it's proper or not and I don't know how on earth, because I've been in property rentals and stuff, how you can have a spec property and that deal with Sketchers was really a strange deal where he had a tenant lined up and lease signed before he even built the building and I don't know, I'd sure like to talk or have Mr. Rice address that if that is even possible. I don't know, is that out of line to bring the Applicant back up?

PLANNING OFFICIAL TERELL – You can do that. I can give you… I'll just let you know should you choose not to recommend this project, by the Code your action is final unless appealed. The options that are available to Ridge Realty are they can choose to appeal this and send it to the City Council. It won't automatically go there.

COMMISSIONER OWINGS – No but given the current makeup of the City Council, they stand a very good chance of success and so you know if I were advising them, that's what I would advise them to do, but I'm not advising them so…

PLANNING OFFICIAL TERELL – Yes, that certainly was the circumstance of Sketchers, so I wouldn't say that would happen this time but the options that are available to the Commission are to continue it if you like and I'd say continue it if

MV00112021

you'd like more information that you think you would change your decision and if that is not the case then I would suggest you take the action tonight and Ridge Realty has the opportunity to appeal that decision should they choose to do so.

COMMISSIONER OWINGS – Well it seems like let's just do a quick poll. I know that I'm not going to be persuaded to by any new information at this point unless of course it was really earth shattering.

COMMISSIONER VAN NATTA – I can't see anything that would change unless they had some other route of getting on the freeway other than using Redlands and I don't see any way that they are going to be able to do that.

VICE CHAIR BAKER – Let me ask you this. How is this every going to get straightened out there? I mean somebody is going to move in there eventually whether you put 19 buildings in there or you put one big one in.

COMMISSIONER SALAS – That's true too

VICE CHAIR BAKER – I mean you're going to have some traffic there…

COMMISSIONER OWINGS – It is different traffic though and we don't know what it is going to be and that's point. You know if we made exceptions for every zoning change that comes before us on the basis of my God that is the only way we are going to fill that property then we may as well not have zoning laws.

COMMISSIONER VAN NATTA – There might be another use for that that is more palatable. All I know what is being proposed right now is not to me palatable and there might be a better use for the land than a single big warehouse that brings a lot of trucks in and out. Business Park… maybe there isn't a call for Business Park right now. Maybe we'll be asked to consider some other type of zoning change for something else there. That's you know; we just have to look at the project we have before us.

COMMISSIONER OWINGS – You know Mr. Chairman, just back to where we were; John and I both agree that there are probably four votes against three. You know if we wait for next meeting and put it over, they have to wait a whole month and then the vote might be 7 to 4 or 7 to 0, in which case the City Council would be more persuaded to uphold our decision. I think what is best for the Applicant at this time is to just for us to move forward with the four vote Commission. It will come out 4 – 1 and two people not here. That doesn't really give a clear indication of where we are at and City Council is going to do what they are going to do and my guess is they are going to override our recommendation.

MV00112022

VICE CHAIR BAKER – Let me ask you this. In the zoning deal how did you come with 50,000 square feet? That isn't even a Home Depot and I imagine a Target is more. I know it's more than 50,000.

PLANNING OFFICIAL TERELL – It was based on…

VICE CHAIR BAKER – What do you get for 50,000? Is that a Best Buy?

PLANNING OFFICIAL TERELL – Well let me clarify it. The 50,000 square foot limit is not the limit on any building, it's the limit on a warehouse industrial building and as I think has been mentioned, the type of traffic in a large warehouse is different than the traffic in a small warehouse. There is more traffic with smaller buildings. Nineteen smaller buildings would have more traffic but they would have more cars and fewer trucks. The larger the building gets the more trucks you have and fewer passenger vehicles, so the overall traffic is actually less with the larger the building but the truck traffic is higher.

COMMISSIONER SALAS – Okay, so he could come back to us and say I've decided to put 17 buildings there instead and make a Business Park there, right?

PLANNING OFFICIAL TERELL – Under the current zoning and if he did that, pretty much like the tract you had at your last meeting you more or less and I won't say you have to approve it, but your options are less because there is a right to build that size building. The current opportunity; there is not an opportunity to build this building currently without a zone change.

COMMISSIONER SALAS – Okay with that said I'm going to change my mind. I'm going to support the project.

COMMISSIONER OWINGS – So we probably need to just call the question.

PLANNING OFFICIAL TERELL – So I guess somebody needs to make a…

VICE CHAIR BAKER – Okay, let's go for the vote on this and I want to make it clear here that the way that I'm feeling about this no one has bought my vote or twisted my ear. It is just strictly the way I feel on you know on moving Moreno Valley forward. I don't know. I don't totally understand a lot of this, I really don't.

COMMISSIONER OWINGS – You know Mr. Chairman I bet Mr. Rice would agree with me, if we were to vote this project or the zoning change down, there would be a little celebration over at Iddo's headquarters tomorrow, so it is kind of interesting that the supporters of it are so anti-Sketchers would really probably be helping that you know by voting it down. We're probably helping Iddo. It is his project because you know we are pushing things over that direction, so with that being said let's call the question.

MV00112023

VICE CHAIR BAKER – Okay let's get to the… we're going to have to have a move and a second on this. Is somebody in a position because you've got quite a bit of stuff here to read off?

PLANNING OFFICIAL TERELL – Okay and I'll kind of give you a little bit of guidance on that. If someone wants to make a recommendation to approve, read what is in the Staff Report. If someone wants to make a recommendation to not recommend; basically for denial, then just make that recommendation of a denial. We'll have to bring back a resolution to you that states; that matches your action at your next meeting; not that Ridge Realty can't appeal it in the meantime, but we'll need a resolution approved by you before we actually go to Council. But you don't need to take all those actions about every single little thing. Basically if you recommend denial of the Zone Change you are precluded from recommending approval of any of the other actions that are before you, so it is just… If I perceive what that might be, it would to deny the Zone Change.

COMMISSIONER OWINGS – Would a simple motion then to just simply say I move to **DENY** the Zone Change be appropriate.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER OWINGS – So moved

COMMISSIONER VAN NATTA – Second

VICE CHAIR BAKER – Okay to the vote; all in favor?

Opposed – 3 (Commissioner Owings, Commissioner Van Natta, Commissioner Ramirez)

Motion carries 3 – 2 – 2, (with 2 Absent – Commissioner Dozier, Commissioner Crothers)

PLANNING OFFICIAL TERELL – So with that the wrap up on that is that this action shall become final unless appealed to the City Council within 15 days.

VICE CHAIR BAKER – Thank you

MV00112024

OTHER BUSINESS

1. Denial Resolution: PA10-0022 Municipal Code Amendment – Dark Sky

VICE CHAIR BAKER – We've got Item No. 1, which is the denial of the situation we were talking about last week and John is going to handle that.

PLANNING OFFICIAL TERELL – Basically we drafted a resolution. Hopefully it actually reflects your action. If it does, then you simply need to act to approve Resolution No. 2011-10. You need read the rest of that as that is just part of the Resolution.

VICE CHAIR BAKER – Okay, do we have any discussion on this? We pretty worked this over last time I think, so I am going to ask for a motion to approve this resolution.

COMMISSIONER VAN NATTA – I move that we approve Resolution No. 2011-10

VICE CHAIR BAKER – Do we have a second?

COMMISSIONER OWINGS – Second

VICE CHAIR BAKER – It is moved and seconded; all those in favor?

Opposed – 0

Motion carries 5 – 0

VICE CHAIR BAKER – Okay, the next item is the election of Officers

2. Election of Officers

VICE CHAIR BAKER – We're going to hold that off until the next meeting.

PLANNNG OFFICER TERELL – So, on the Election of Officers I do need you to take an action to continue that item if you will

COMMISSIONER OWINGS – I move that we continue the Election of Officers until we have a full Commission.

VICE CHAIR BAKER – Do we have a second?

MV00112025

COMMISSIONER SALAS – Second

VICE CHAIR BAKER – Okay, all those in favor?

Opposed – 0

Motion carries 5 – 0

STAFF COMMENTS

PLANNING OFFICIAL TERELL – Your next meeting is June 12th I believe; is that right? It is the second Thursday…

COMMISSIONER OWINGS – What are we; purple?

PLANNING OFFICIAL TERELL – Actually I think it is earlier than the 12th

COMMISSIONER OWINGS – It is the 9th.

PLANNING OFFICIAL TERELL – It is the 9th; yes. It is the 9th and we are working on several items to bring to you. At that meeting, none of them are finalized but I feel pretty confident that we will have some for that meeting. One; we are working very hard to get to you in June is the Kaiser office building adjacent to the Hospital. That is a 75,000 square foot building that they want to build and start building this year, so we're really close and I think we'll have that one for you. And there a couple of smaller items that might come to you, but until they are set, I'm pretty sure that you are going to have a meeting next month. The other item that we will have on that Agenda; should we at least have one planning item and we could probably have it even if we don't is Suzanne will provide a Brown Act Conflict of Interest Training.

COMMISSIONER OWINGS – You may have to give that to Governor Brown first.

VICE CHAIR BAKER – Okay, is there anything else

PLANNING COMMISSIONER COMMENTS

VICE CHAIR BAKER – Commissioner Ramirez do you have any comments?

MV00112026

COMMISSIONER RAMIREZ – None

VICE CHAIR BAKER - None; okay; Commissioner Owings

COMMISSIONER OWINGS – No

VICE CHAIR BAKER – And Commissioner Salas

COMMISSIONER SALAS – No

VICE CHAIR BAKER – And Commissioner Van Natta

COMMISSIONER VAN NATTA – You kind of thought I would huh…

VICE CHAIR BAKER – I knew you would

COMMISSIONER VAN NATTA – I just want to say that I am in agreement with you that personal attacks don't have any place in making any kind of decisions but someone earlier said that they had made a decision about me and what my decisions were going to be on this Planning Commission based on the fact that I like the name Rancho Belago and I just want to reassure the public that that was just my personal thing. I like the name. It was voted on 5 – 0 by the City Council and I was asking the City Council to follow-up on their decision to implement it and it didn't have connection to anybody else other than me and my own business. Thank you.

VICE CHAIR BAKER – Thank you

ADJOURNMENT

VICE CHAIR BAKER – And with that I will ask for a motion

COMMISSIONER OWINGS – Motion

VICE CHAIR BAKER – And a second

COMMISSIONER RAMIREZ – Second

VICE CHAIR BAKER – All those in favor? Thank you, you are adjourned. Good night, Moreno Valley.

SIGNATURE PAGE TO FOLLOW:

MV00112027

John C. Terell Planning Official Approved	Date

Ray L. Baker Vice Chair	Date

MV00112028

PLANNING COMMISSION
STAFF REPORT

Case:	PA11-0009 (Plot Plan) P11-016 (Master Plot Plan)
Date:	June 9, 2011
Applicant/Owner:	Kaiser Permanente
Representative:	Skyler Dennision
Location:	North side of Iris Avenue, west of Oliver Street and the existing Kaiser Permanente Hospital (APN: 486-310-024)
Proposal:	A Plot Plan for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. The project site is in the Office Commercial zone (OC) within the Medical Use Overlay District (MUO).
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

The applicant, Kaiser Permanente has submitted a Plot Plan for a 74,425 square foot medical office building to be constructed west of the existing Kaiser Hospital and Master Plot Plan to incorporate the new building into the Medical Center complex.

Project

The proposed project includes a plot plan for a 74,425 square foot three story medical office building located west of the existing hospital, and a master plot plan to incorporate the new office building into the Medical Center complex.

The project is located within the Office Commercial (OC) zone within the Medical Use Overlay District (MUO). The purpose of the MUO District is to implement the General Plan goal of creating a medical corridor by limiting land uses to those that support and or compatible with the city's two existing hospitals. The project as designed and conditioned meets the objectives and requirements of OC zone and the MUO District.

Site/ Surrounding Area

The project site is located on the north side of Iris Avenue, west of Oliver and adjacent to the existing Kaiser Hospital site. Properties to the north and west are zoned LM (Low/Medium Residential) within the AquaBella Specific Plan 218 (SP218). To the south are existing single family residential within the Moreno Valley Ranch Specific Plan 193 (SP193). Properties to the east include the existing hospital zoned Community Commercial, and the two vacant properties east of the hospital zoned Neighborhood Commercial and Office, all within the MUO District.

Access/Parking

The project will have access from Iris Avenue at the location of the existing driveway (west of the existing hospital) with an additional driveway added along the western property line. The existing driveway will be redesigned with a traffic circle to accommodate vehicles visiting the existing hospital and the new medical office building. A drop off area for visitors is provided west of the traffic circle. Pedestrian access is provided by sidewalks adjacent to each driveway.

Parking was calculated at one space per 225 square foot per the City's Municipal Code for Office use. A total of 331 spaces are required for an office use with 74,425 square feet and the applicant has proposed 382 parking spaces. Customer parking is provided south of the building with employee parking provided to the north of the building. Bicycle parking will be provided per the City's Municipal Code requirements.

Design/Landscaping

The design of the proposed office building is in conformance with the Office Commercial design standards and is consistent and complementary with the existing hospital.

The building is a contemporary design using glass, spandrel glass and metal to accent the front of the building. Several levels of metal overhangs including a canopy at the loading/unloading area provide dimension to the building with several earth colors adding depth. The rear of the building provides several rooflines for visual interest.

The colors include earth tones which are consistent with the existing hospital's color palette.
The site has been designed with a courtyard area between the new office building and the existing hospital site to create the campus-like environment. The courtyard area will have tree planters and benches, including bollards and landscaping accents adjacent to the traffic circle to accommodate both daily needs and larger special hospital sponsored events.

The building will be set back several hundred feet from Iris Avenue with 45 feet of landscaping adjacent to the public right-of-way and six rows of parking stalls with landscape areas between each row. The site design and architecture of the project meet and generally exceed City requirements.

REVIEW PROCESS

A Pre-Application Review was submitted and reviewed in November 2010, with staff providing comments to the applicant. The applicant formally submitted the project in February 2011. The Project Review Staff meeting was subsequently held where a few minor revisions were requested by staff. The applicant addressed the comments and resubmitted the plans for review and approval. All relevant issues have been adequately corrected to the satisfaction of all parties.

ENVIRONMENTAL

An Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), 15164 (b) is justified as the projects PA11-0009 and P11-016 are within the scope of the Negative Declaration approved for PA06-0133 (Plot Plan), previously approved for the same site. The Negative Declaration adequately describes the project for the purpose of the California Environmental Quality Act (CEQA) with no changes or additions to the original approval PA06-0133 per 15164 (b) and/or Section 15162.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
Riverside County Flood Control	March 16, 2011	The project is located within the limits of the District's Moreno Area Drainage Plan. Fees have been adopted.

STAFF RECOMMENDATION

That the Planning Commission **APPROVE** Resolution No. 2011-17 and thereby:

1. **RECOGNIZE** that PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) qualify for an Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), 15164 (b) as the project is within the scope of the Negative Declaration approved for PA06-0133 (Plot Plan); and,

2. **APPROVE** PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) subject to the attached conditions of approval included as Exhibit A.

Prepared by:

Julia Descoteaux
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-17 with Conditions of Approval
3. Zoning Map
4. Aerial Map
5. Project Plan

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the Planning Commission of the City of Moreno Valley on the following item(s):

CASES: **PA11-0009 (Plot Plan)**
P11-016 (Master Plot Plan)

APPLICANT: **Kaiser Permanente**

OWNER: **Kaiser Foundation Hospitals**

REPRESENTATIVE: **Skyler Dennision**

LOCATION: **27300 Iris Avenue**
(APN: 486-310-024)

PROPOSAL: A Plot Plan for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. The project site is in the Office Commercial zone (OC) within the Medical Office Overlay District (MOU).

ENVIRONMENTAL DETERMINATION: An Addendum to the Negative Declaration has been prepared pursuant to Section 15164 of the California Environmental Quality Act Guidelines. None of the conditions described in Section 15162 of the Guidelines that call for preparation of a subsequent Negative Declaration have occurred. Also, no changes or additions are required to the Negative Declaration.

COUNCIL DISTRICT: 3

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The Planning Commission, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing.

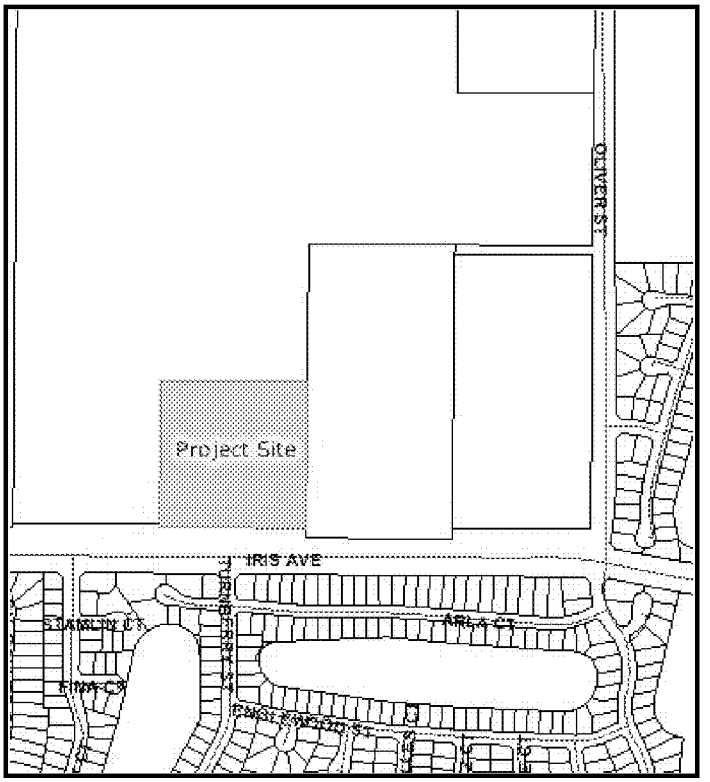

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 9, 2011at 7 PM

CONTACT PLANNER: Julia Descoteaux

PHONE: (951) 413-3209

ATTACHMENT 1

MV00112034

PLANNING COMMISSION RESOLUTION NO. 2011-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY APPROVING PA11-0009 (PLOT PLAN) AND P11-016 (MASTER PLOT PLAN) FOR THE CONSTRUCTION OF A 74,425 SQUARE FOOT THREE STORY MEDICAL OFFICE BUILDING LOCATED ON THE NORTH SIDE OF IRIS AVENUE, WEST OF OLIVER STREET ON PARCEL 486-310-024.

WHEREAS, Kaiser Permanente has filed an application for the approval of PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) for a medical office complex on as described in the title of this Resolution.

WHEREAS, on June 9, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on June 9, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The proposal for the medical office complex is consistent with the General Plan, its goals, objectives, policies and programs.

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The proposed medical office complex is located within the Medical Use Overlay District (MUO) which was designed to create a medical corridor. The MUO corridor limits land uses to those that are supportive of and compatible with the City's two existing hospitals. The proposed project is adjacent and supportive to the existing Kaiser Hospital.

2. **Conformance with Zoning Regulations –** The proposed use complies with all applicable zoning and other regulations.

   FACT: The proposed project is zoned Office Commercial (OC). The proposed medical office is consistent with the goals and objectives of the Office Commercial zoning.

3. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed medical office building would not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding area. An Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), Section 15164 (b) is justified as the projects PA11-0009 and P11-016 are within the scope of the Negative Declaration approved for Plot Plan (PA06-0133), previously approved for the same site. The Negative Declaration adequately describes the project and pursuant to the California Environmental Quality Act (CEQA), no new issues are raised that would require additional environmental review pursuant to Section 15162.

   As designed and conditioned, the project will not be detrimental to public health, safety or welfare and will not result in significant environmental impacts.

4. **Location, Design and Operation –** The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The design of the proposed medical office building is in conformance with the Office Commercial zoning and the Medical Use Overlay District. As designed, the medical office building will consist of a three story, 74,425 square foot building. The building will be set back from Iris Avenue and provide parking and landscaping. Additionally, the project is designed with a courtyard area between the existing hospital and the proposed building

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creating a campus like environment. The proposed use would be in conformance with the existing surrounding development and is consistent with all applicable goals, objectives, policies and programs of the General Plan and the City's Municipal Code.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA11-0009 and P11-016, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d) (1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and

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failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-17 approving PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) for the medical office located on parcel 486-310-024 subject to the attached conditions of approval included as Exhibit A.

APPROVED this 9th day of June, 2011.

_____
Ray L. Baker
Vice-Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

Attached: Conditions of Approval

MV00112038

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA11-0009 PLOT PLAN
P11-016 MASTER PLOT PLAN
APN: 486-310-024

APPROVAL DATE: **June 9, 2011**
EXPIRATION DATE: **June 9, 2014**

_X_ Planning (P), including School District (S), Post Office (PO), Building (B)
_X_ Public Works, Land Development (LD)
_X_ Public Works, Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Fire Prevention Bureau (F)
_X_ Moreno Valley Utilities

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P2. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map Act	

EXHIBIT A

P3. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P4. A drought tolerant, low water using landscape palette shall be utilized throughout the project to the extent feasible.

P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P6. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Community Development Department - Planning Division. (MC 9.12.020)

P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

P8. **The site has been approved for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. A change or modification shall require separate approval.**

P9. **To reduce noise impacts to below the level of 55 dBA at one time beyond the boundaries of the property, delivery operations will be conducted between the hours of 8am and 5pm. Loading or unloading activities shall be conducted from the truck bays or designated loading. (MC 9.10.140, CEQA)**

Prior to Issuance of Grading Permits

P10. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P11. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P12. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.

P13. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community & Economic Development Department - Planning Division for review and approval.

P14. (GP) Decorative pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking. and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)

P15. (GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project.

P16. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A maximum 6 foot high solid decorative block perimeter wall with pilasters and a cap shall be required adjacent to all residential zoned areas.

B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement.

C. Walls and fences for visual screening are required when there are adjacent residential uses or residentially zoned property. The height, placement and design will be based on a site specific review of the project. All walls are subject to the approval of the Community & Economic Development Director. (DC 9.08.070)

PRIOR TO BUILDING PERMITS

P17. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P18. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P19. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P20. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P21. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional

plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public right-of-way if needed to screen vehicle lights from the street.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
D. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feel of building dimension for the portions of the building visible from parking lot or ROW and 1 tree per thirty (30) linear-feet of parking lot adjacent to the interior of the property. Trees may be massed for pleasing aesthetic effects.
E. Street trees shall be planted at an equivalent of one (1) tree per forty (40) foot on center along the Iris Street frontage.
F. Enhanced landscaping shall be included at all driveway and corner locations
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. Landscaping on three sides of trash enclosure shall be provided.

P22. (BP) Prior to the issuance of building permits, the site plan shall include landscape for trash enclosures to include landscape on three sides, while elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community Development.

PRIOR TO CERTIFICATE OF OCCUPANCY

P23. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)

P24. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P25. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans, and shall include:

A. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16' in diameter, and include additional 12" concrete step-outs and curbing.
B. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
C. Street trees shall be planted at an equivalent of one (1) tree per forty (40) foot on center along the Iris Street frontage.
D. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feel of building dimension for the portions of the building visible from parking lot or ROW and 1 tree per thirty (30) linear-feet of parking lot adjacent to the interior of the property. Trees may be massed for pleasing aesthetic effects.
E. Enhanced landscaping shall be included at all driveway and corner locations.
F. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question (master plot plan). (Ldscp)
G. Landscaping for detention basins maintained by a Homeowner's Association.
H. Site clean-up shall be completed.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building & Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community & Economic Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA11-0009 – Plot Plan for a Three-Story Medical Office Building
APN 486-310-024

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC).

LD2. (G) If it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage

study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD10. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD11. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD12. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD13. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be

submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD18. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at

the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD19. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD20. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD21. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD22. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD23. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD24. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD25. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Improvement Plan Approval or Construction Permit

LD26. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD27. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD28. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD29. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD30. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

LD31. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD32. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD33. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD34. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD35. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD36. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD37. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD38. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD39. (BP) Prior to issuance of a building permit, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of permit issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public

Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or

ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to obtain a building permit 90 days prior to the City's issuance of a building permit and the financial option selected. (California Government Code & Municipal Code)

LD40. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD41. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD42. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD43. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD44. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, landscaping and irrigation, medians.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD45. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD46. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

SPECIAL CONDITIONS

LD47. Prior to grading plan approval, the plans shall clearly show the extent of all existing easements on the property. All building structures shall be constructed outside of existing easements.

LD48. Prior to grading plan approval, written permission must be obtained from off-site property owner(s) for all off-site grading and easements. All on-site and off-site easements shall be shown on the grading plan.

LD49. Prior to grading plan approval, the developer shall secure any off-site drainage easements from the off-site property owner(s) to ensure the proper drainage for this project.

LD50. Prior to grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer will be required to obtain the necessary permission for offsite construction, including easements.

LD51. Prior to grading plan approval, emergency overflow areas shall be shown at all applicable drainage improvement locations in the event that the drainage improvement fails or exceeds full capacity. This may include, but not be limited to, an emergency spillway in the basin. The developer is responsible for securing any necessary on-site or off-site drainage easements as required for emergency overflow.

LD52. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627, modified to include a fully covered, solid roof.

LD53. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD54. Prior to issuance of a building permit, a four-foot minimum right-of-way dedication for pedestrian purposes shall be submitted for review and approval for the west driveway approach per City Standard 118C and the east driveway approach if the east driveway approach is designed as a driveway and not as a street intersection. No decorative pavers shall be placed within the public right-of-way.

LD55. Prior to issuance of a building permit, additional right-of-way, as may be required, shall be dedicated and submitted for review and approval for the east project entrance including corner cutback areas per City Standard 208, to allow this entrance to be designed as a street intersection, including an easement for loop detector maintenance, if the intersection requires signalization.

LD56. Prior to issuance of a building permit, a two-foot public access easement for the portion of curb-separated sidewalk that will be located outside of the public right-of-way, along Cactus Avenue, shall be dedicated. The legal description

and plat shall be submitted for review and approval prior to issuance of a building permit.

LD57. Prior to issuance of a building permit, the developer shall schedule a walk through with a Public Works Inspector to inspect existing improvements within the public right-of-way along project frontage. The developer will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards. The developer shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD58. The developer shall prepare and submit for approval a project specific Final Water Quality Management Plan (F-WQMP) for this project. The F-WQMP shall be consistent with the approved P-WQMP and in full compliance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006. The F-WQMP shall be submitted and approved prior to application for and issuance of grading or building permits. At a minimum, the F-WQMP shall include the following: Site Design Best Management Practices (BMPs); Source Control BMPs; Treatment Control BMPs;

Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD59. The developer shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include: nutrients, organic compounds, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD60. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The developer has proposed to incorporate the use of two enhanced bioswales for treatment control. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document.

LD61. The developer shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition C; therefore, the condition must be addressed in the F-WQMP.

LD62. The developer shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.
b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.
c. That the developer is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and
d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA11-0009 (PP for a 74,425 sq ft Medical Bldg) and P11-016 (Master PP)
APN: 486-310-024
03.22.11 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA11-0009**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), E (High-Service-Level Parkway Landscape Maintenance), and the NPDES (National Pollutant Discharge Elimination System) program. All assessable parcels therein shall be subject to annual Zone A, Zone C, Zone E, and NPDES charges for operations and capital improvements.

SD-2 All landscaping behind the curb shall be the responsibility of the developer, including the existing strip of turf between the curb and the sidewalk. Special Districts currently maintains this area, but will relinquish responsibility to the applicant at the appropriate time. The developer shall coordinate modification of the irrigation system and tie-in with future on-site irrigation. Existing irrigation main-line supply to this area will be capped off outside of the project boundary when appropriate.

SD-3 Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for

incorporation into Moreno Valley Community Services District **Zone E,** shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD-4 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-5 The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD-6 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-7 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-8 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

Prior to Building Permit Issuance

SD-9 (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the

assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD-10 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-11 (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD-12 (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

Transportation Engineering Division – Conditions of Approval

General Conditions:

TE1. All proposed on-site traffic control should be accordance with the 2010 California Manual on Uniform Traffic Control Devices (CAMUTCD).

Prior to the issuance of building permits:

TE2. Driveways shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approaches.

TE3. Sight distance at all proposed driveways shall conform to City of Moreno Valley Standard No. 125 & 126 at the time of preparation of final grading, landscape, and street improvement plans.

TE4. A traffic signal and lighting plan shall be prepared by a registered civil engineer for the intersection of Iris Avenue and the main site driveway. Additional on-site and off-site right-of-way and/or easements may be required to accommodate traffic signal equipment. Additional equipment may include, but not be limited to, the following: signal poles, controller cabinets, loop detectors, signage, pull-boxes, and conduits.

TE5. A street improvement plan shall be prepared by a registered civil engineer for the construction of raised median modifications on Iris Avenue at the main site driveway. Median improvements shall be constructed in accordance with an approved alignment study. The eastbound left turn lane at the main project driveway shall be modified to provide a minimum of 250 feet of vehicle storage.

TE6. A communication conduit plan shall be prepared by a registered civil engineer for the installation of communication conduits along the project frontage in accordance with City Standard Plans.

TE7. A signing and striping plan shall be prepared by a registered traffic or civil engineer for all required signing and striping improvements along the property frontage.

Prior to the issuance of certificate of occupancies:

TE8. Communication conduits shall be installed along the entire project frontage of Iris Avenue to the satisfaction of the City Traffic Engineer.

TE9. All required traffic signal, signing, striping, and median improvements along Iris Avenue shall be implemented and approved to the satisfaction of the City

Traffic Engineer.

FIRE PREVENTION BUREAU

1. Complete and return attached fire flow letter.
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering _3625__ GPM for_4__ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) . The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 ½" x 2 ½") and super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.1)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all <u>commercial buildings</u> shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible

location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any

other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 2701.5)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F25. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the

premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or

areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its

spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date:	1/10/11	**Address:**	
Case Number:	PA11-0009/ P11-016	**A.P.N.:**	486-310-023

This is certification the water system is capable of meeting the following required fire flows
as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be ___3625___ G.P.M. for duration of __4__-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer: _____

By: _____ **Date:** _____

Title: _____

WATER AGENCY APPROVAL

Name of Agency: _____

Address: _____

Telephone: _____ **Date:** _____

By: _____ **Title:** _____

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

PUBLIC WORKS DEPARTMENT
Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA11-0009; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO ENERGIZING MVU ELECTRIC UTILITY SYSTEM AND CERTIFICATE OF OCCUPANCY

MVU-1 (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU-2 (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up"

facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU-3 This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. If the project is subject to a Reimbursement Agreement, payment(s) shall be required prior to issuance of building permit(s).

PA11-0009 & P11-016

Kaiser

Legend

- Selected Features
- Highways
- Bike Ways
- Existing
- Proposed
- Circulation Plan
- Divided Major Arterial
- Divided Major Arterial - Reduced Cross Section
- Divided Arterial - 6 lane
- Divided Arterial - 4 Lanes
- Arterial
- Minor Arterial
- Minor Arterial - Pigeon Pass Cross Section
- Collector
- Master Plan of Trails
- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State
- Parcels
- Roads
- Zoning
- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Waterbodies
- City Boundaries

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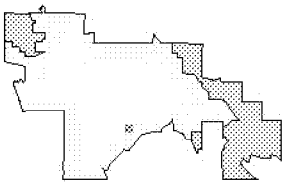

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS TOUR

ATTACHMENT 3

PA11-0009 & P11-016

Kaiser

Legend

- Highways
- Bike Ways
- Existing
- Proposed
- Circulation Plan
- Divided Major Arterial
- Divided Major Arterial - Reduced Cross Section
- Divided Arterial - 6 lane
- Divided Arterial - 4 Lanes
- Arterial
- Minor Arterial
- Minor Arterial - Pigeon Pass Cross Section
- Collector
- Master Plan of Trails
- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State
- Parcels
- Roads
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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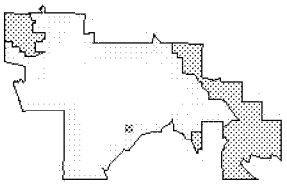

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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MORENO VALLEY
WHERE DREAMS SOAR

ATTACHMENT 4

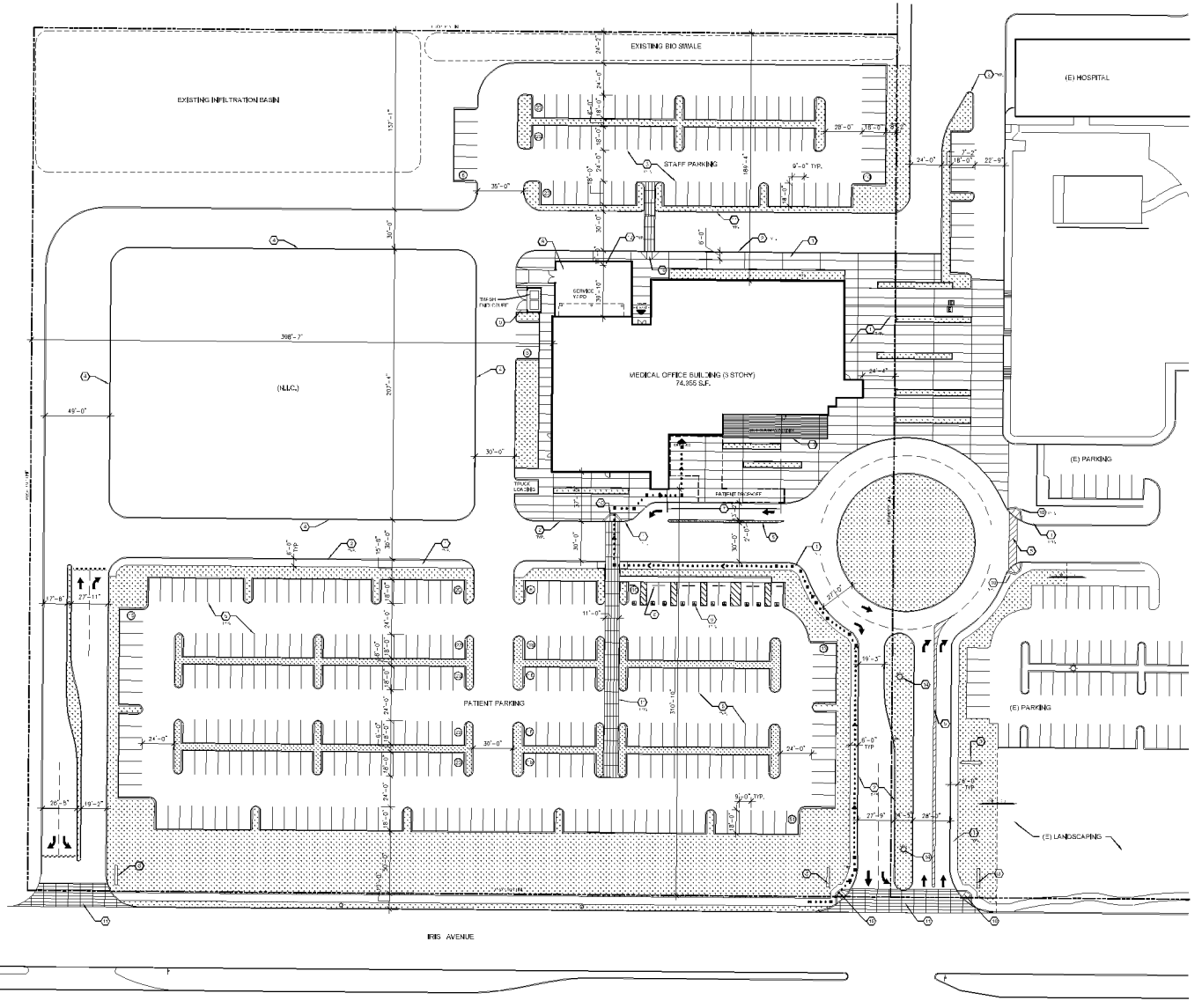

SITE LEGEND

- PROPERTY LINE
- LANDSCAPE AREA
- CONCRETE HARDSCAPE
- (E) EXISTING
- (N) NEW
- ADA ACCESSIBLE PATH OF TRAVEL

SITE PLAN KEYNOTES

1. CONCRETE RIDGEWALKWAY HARDSCAPE.
2. CONCRETE CURB AND GUTTER.
3. KAISER MONUMENT SIGN.
4. ASPHALT CURB AND GUTTER.
5. PARKING STRIPING PAVEMENT MARKINGS.
6. ACCESSIBLE PARKING STRIPING, MARKINGS AND SIGNAGE.
7. 6" RAISED CURB.
8. CONCRETE WHEEL STOP.
9. METAL GATE.
10. CURB RAMP.
11. DECORATIVE CONCRETE PAVING.
12. CAR VAULT.
13. ORNAMENTAL FENCE.
14. LIGHT STANDARD.
15. 12" WIDE CONCRETE STEPS (TYP.).

SITE DATA

PARKING REQUIREMENTS

PARKING REQUIREMENTS PER CITY OF MORENO VALLEY MUNICIPAL CODE (MVMC) 9.11

1 SPACE PER 250 SQ. FT. 74,955 SQ. FT. / 250 = 300 SPACES REQUIRED

TOTAL PARKING PROVIDED:

STANDARD PARKING: 329 SPACES
ACCESSIBLE PARKING: 10 SPACES
TOTAL: 329 SPACES PROVIDED

HMC Architects

MORENO VALLEY IRIS MOB

February 25, 2011

0 30' 60' 120'

SITE PLAN

PLANNING REVIEW SUBMITTAL

APN # 486-310-021
CITY OF MORENO VALLEY CASE #P10-006

KAISER PERMANENTE

ATTACHMENT 5

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MV00112072

PLANNING COMMISSIONERS

RAY L. BAKER
Chair

VACANT
Commissioner

GEORGE SALAS, JR.
Vice-Chair

AMBER CROTHERS
Commissioner

THOMAS A. OWINGS
Commissioner

CARLOS RAMIREZ
Commissioner

MELI VAN NATTA
Commissioner

PLANNING COMMISSION AGENDA

July 14, 2011

PLANNING COMMISSION MEETING – 7:00 P.M.

CITY OF MORENO VALLEY
City Hall Council Chambers
14177 Frederick Street
Moreno Valley, California 92553

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC ADVISED OF THE PROCEDURES TO BE FOLLOWED IN THE MEETING

(ON DISPLAY AT THE REAR OF THE ROOM)

COMMENTS BY ANY MEMBER OF THE PUBLIC ON ANY MATTER WHICH IS NOT LISTED ON THE AGENDA AND WHICH IS WITHIN THE SUBJECT MATTER JURISDICTION OF THE COMMISSION

The City of Moreno Valley complies with the Americans with Disabilities Act of 1990. If you need special assistance to participate in this meeting, please contact Mel Alonzo, ADA Coordinator at (951) 413-3027 at least 48 hours prior to the meeting. The 48-hour notification will enable the City to make arrangements to ensure accessibility to this meeting.

MV00112073

NON-PUBLIC HEARING ITEMS

APPROVAL OF MINUTES

1. April 14, 2011

2. May 12, 2011

PUBLIC HEARING ITEMS

1.

Case Number:	PA11-0009 P11-016
Case Description:	Construction of a new three story medical office building.
Case Type:	Plot Plan Master Plot Plan
Applicant:	Kaiser Permanente
Owner:	Kaiser Foundation Hospitals
Representative:	Skyler Dennision
Location:	27300 Iris Avenue (APN: 486-310-024)
Proposal:	A Plot Plan for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. The project site is in the Office Commercial zone (OC) within the Medical Office Overlay District (MOU).
Case Planner:	Julia Descoteaux

Recommendation: **APPROVE** Resolution No. 2011-17 and thereby:

1. **RECOGNIZE** that PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) qualify for an Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), 15164 (b) as the project is within the scope of the Negative Declaration approved for PA06-0133 (Plot Plan); and,

2. **APPROVE** PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) subject to the attached conditions of approval included as Exhibit A.

MV00112074

OTHER BUSINESS

STAFF COMMENTS

PLANNING COMMISSIONER COMMENTS

ADJOURNMENT

MV00112075

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MV00112076

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
APRIL 14TH, 2011

CALL TO ORDER

Vice Chair Baker convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

Introduction of New Commissioners:
Amber Crothers
Thomas Owings
Carlos Ramirez
Meli Van Natta

VICE CHAIR BAKER – At this time I'd like to call forward the Director of Planning, John Terrell, to introduce our new Commissioners. I believe we are going to have a swearing in ceremony too.

PLANNING OFFICIAL TERELL – Yes, I'd like to call forward the four new Commissioners as well as our City Clerk to kind of gather around the microphone. That would be Thomas Owings, Meli Van Natta, Amber Crothers and Carlos Ramirez. We often have one new Commissioner or two new Commissioners and I do recall once having three new Commissioners at one time, but this is the first time we've had four at one time, so we're going to do our first act of togetherness and do the swearing in together.

CITY CLERK HALSTEAD – Can you please raise your right hand and repeat after me.

A. CROTHERS, T. OWINGS, C. RAMIREZ & M. VAN NATTA - I do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies foreign and domestic; that I do bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely without any mental reservation or purpose of evasion and at I will well and faithfully discharge the duties upon which I am about to enter.

MV00112077

ROLL CALL

Commissioners Present:
Vice Chair Baker
Commissioner Crothers
Commissioner Dozier
Commissioner Owings
Commissioner Ramirez
Commissioner Salas, Jr.
Commissioner Van Natta

Staff Present:
John Terell, Planning Official
Claudia Manrique, Associate Planner
Mark Gross, Senior Planner
Jane Halstead, City Clerk
Eric Lewis, Traffic Engineer
Mark Sambito, Principal Engineer, Land Development
Randy Metz, Fire Marshall
Paul Early, Deputy City Attorney

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

VICE CHAIR BAKER – Okay, now we'll do the approval of the Agenda. Do I have a motion?

COMMISSIONER SALAS – I move for approval

COMMISSIONER CROTHERS – Second

VICE CHAIR BAKER – Okay, a motion and a second? All those in favor?

Opposed – 0

Motion carries 7 – 0

MV00112078

PUBLIC HEARING ITEMS

VICE CHAIR BAKER – The public is advised of the procedures to be followed in this meeting and these are on display at the rear of the room.

PUBLIC COMMENTS

VICE CHAIR BAKER – At this point in time we'll have comments by any member of the public on any matter which is not listed on the Agenda and which is within the subject matter jurisdiction of this Commission. I do have two Speaker Slips in front of me, so Marcelo Co would you like to come forward first and state your name and address.

SPEAKER CO – My name is Marcelo Co. My address is 16571 Saddlebrook Lane, Moreno Valley, 92551. I just want to congratulate all of you in terms of your service to the City of Moreno Valley. I know it is going to be a long, hard road ahead of you because of the financial situation we are in, however I want you to understand that we are here to serve the people of this City. Please understand that we must move forward with all the necessary things to bring in jobs, to bring in credibility back to our City, so if you and all of you can think of ways and means of bettering the City, please do so. Thank you very much.

VICE CHAIR BAKER - Our next Speaker is Michael Geller please.

SPEAKER GELLER – This is the first time in a long time that actually at this meeting I have never spoken on this side of the dais to the Planning Commission. Just want to welcome all of you and congratulate all the new members. Like I say I vaguely remember my first day up there which is a long time ago. There is much to do and I have the confidence and I know almost all of you fairly well and I certainly have the confidence that you all are going to do a great job and think for yourselves and make your own decisions based on the information you have in front of you. So anyway, best of luck.

VICE CHAIR BAKER – Thank you Michael. Now we are going to move forward to the approval of the minutes.

NON-PUBLIC HEARING ITEMS

MV00112079

APPROVAL OF MINUTES

VICE CHAIR BAKER – We have three meetings here that we need to get approved. It is the Commission Meeting Minutes for December 9th, 2010, Commission Meeting Minutes for January 27th, 2011 and the Commission Meeting Minutes of February 24th, 2011. Do I have a motion?

PLANNING OFFICIAL TERELL – Before you do that; I'm sorry Vice Chair… I just wanted to advise the new members that we do have a quorum tonight. We don't expect you vote for the minutes but you should abstain and we will put that on the record.

VICE CHAIR BAKER – Okay, thank you John

COMMISSIONER SALAS – I move to approve the minutes

COMMISSIONER DOZIER – I second

VICE CHAIR BAKER – Thank you… vote

Opposed – 0

Abstentions – Commissioner Crothers
Commissioner Owings
Commissioner Ramirez
Commissioner Van Natta

Motion carries 3 – 0 – 4, with four Abstentions

PUBLIC HEARING ITEMS

1. Case Number: PA07-0129 (Tentative Tract Map No. 35606)

Applicant: Cal Land Engineering (Kevin Tsai)
Case Planner: Claudia Manrique, Associate Planner

VICE CHAIR BAKER – Do you want to present the project please?

ASSOCIATE PLANNER MANRIQUE – Good evening I'm Claudia Manrique, Project Planner. The proposed Tentative Tract Map is an Infill Project that will finish out the balance of tract development within the surrounding area at the R5 standard.

MV00112080

The parcel is located at the end of Metric Drive which is west of Perris Boulevard, east of Hubbard Street and south of Kalmia Street. The design of the proposed single family residential tract is in conformance with the R5 standards. The project will subdivide the 4.8 acres into 16 single family lots. The fences and walls for this tract are conditioned to be consistent with the provisions in the code. Decorative block walls are required at the street sideyards of all corners as well as the eastern boundary of the tract facing Perris Boulevard. The pedestrian connector cuts between lots 8 and 9 creating a reverse frontage along Perris Boulevard. This connector is also the walkway that will provide a safe and direct for students to the elementary school route, which is across the street on Perris Boulevard. The reverse frontage is considered side lot yards and will be maintained by the future residents.

Public notice was sent to property owners within 300 feet of the project as well as posted on site and in the Press Enterprise newspaper. As of today I had two phone calls regarding the project and three groups of neighbors who visited the counter. They just had questions of the tract design and if Perris Boulevard was going to go through or not.

Staff recommends that the Planning Commission recognize that Tentative Tract Map 35606 qualifies as exemption according to CEQA, Section 15332 and approve Resolution 2011-12, approving PA07-0129 based on the findings on the Resolutions and Conditions of Approval. Thank you.

VICE CHAIR BAKER – Thank you Claudia. Now we are going to open the meeting up to any questions the Commissioners may have of Staff on this particular project.

PLANNING OFFICIAL TERELL – Are there any questions at this time?

VICE CHAIR BAKER – Yes Commissioner Salas has a question

COMMISSIONER SALAS – The block wall along Perris Boulevard; that's a block wall I gather; is there landscaping in front of that?

PLANNING OFFICIAL TERELL – The landscaping will be installed when homes are built. That will actually be somebody's side yard. This particular…

COMMISSIONER SALAS – On the other side of the wall on Perris Boulevard

PLANNING OFFICIAL TERELL – Right that's one of the reasons for having the opening in the walkway, so people would have access to their side yard. It is similar to many tracts… your side yard is outside a wall on the side street, but the reason why we've conditioned it on the owners of those properties is that this tract is too small to have a landscape district and there is no other landscape

MV00112081

districts nearby, so it would be very expensive or onerous to apply that to those individual owners to pay for the City to maintain the reverse frontage.

COMMISSIONER SALAS – So to clarify, it is the homeowner's responsibility to maintain the landscaping on Perris Boulevard as part of their lot

PLANNING OFFICIAL TERELL – Correct it would be their side yard…yes

COMMISSIONER SALAS – Can we make sure that they do it?

PLANNING OFFICIAL TERELL – Well it will be required to be installed when the house is built, so that would be reviewed and approved, the design of the landscaping and then it would be… it's a condition of approval on the tract, so that condition would flow to that owner and then just like anybody else, I guess that doesn't maintain their front yard, that would be a code enforcement issue potentially.

COMMISSIONER SALAS – So my concern is the landscaping on Perris Boulevard and if they don't landscape it, it is going to look terrible out there. So I was just wondering if there was anything we can do; any restriction or anything that we can put on the homeowner to make sure that that is done… I guess not, right?

PLANNING OFFICIAL TERELL – Well I don't think there are any restrictions you can put on any homeowner or anything, but you can ensure it. The best way to ensure it is the landscaping will be installed with the irrigation at the time the home is built, so it will already be there. There won't be… like when you buy a tract home that the landscaping will be there and if it fails to be maintained it will be a code enforcement action. Again, it is a requirement based on this condition of approval owner, but obviously the only way you can make them do it is to have some kind of enforcement if it is not done.

COMMISSIONER SALAS – Okay then I can say I understand it, I don't like it, but I understand it.

PLANNING OFFICIAL TERELL – It is not the best thing but again the opening will make it feel a little more like it is part of their yard then if it was on the other side of a wall and they never saw it.

COMMISSIONER SALAS – Okay, alright.

VICE CHAIR BAKER – Okay

COMMISSIONER CROTHERS – Hi, I had a question about the opening that leads to Perris Boulevard. I know I personally live by one of the high schools in the City and I know that there is a lot of traffic that comes with the school and

MV00112082

being next to the school. How is that traffic from the school going to affect this 16 home community when there is this opening for the school? Like is it going to… like at 7 and 3 in the afternoon are they not going to be able to get into their homes in and out without having a line of cars in the way. Is that going to affect the traffic in that area at all?

PLANNING OFFICIAL TERELL – I would anticipate that it wouldn't have a major impact because the school is an elementary school; while the school is nearby, it is across the Perris Boulevard so it wouldn't be very convenient for people to go down the street to let their children out to go across a four-lane arterial. Basically the idea is people from this neighborhood could go through there and then up at the signal cross to get to school, but I'll defer to Eric Lewis our Traffic Engineer to see if he wanted to add on to that.

TRAFFIC ENGINEER LEWIS – Yes we provide for pedestrian access to the school but I wouldn't anticipate any traffic problems with this related to the school.

COMMISSIONER CROTHERS – I know that… I live like I said right by a high school and the homes that open to the high school and I know that every time that I have to drive through there at 7 am or 3 pm, I'm like oh my goodness, you know I can't get through here there is so much traffic and I can't even imagine living in one of those homes right there and having all of that traffic you know blocking the street lights to get into the neighborhood. My question is you know, I understand that it is an elementary school and that not everybody who attends there drives, but I do know that there is a crosswalk close to this exit to Perris, so my concern would be all the traffic from the parents dropping off inside this cul-de-sac which is nice and closed off and they can let their kids out and their kids can run to the crosswalk to get across to the school, so my concern would be traffic that would be caused by having that opening to Perris from the school, because you know I know that if I were a parent and this place opened, I would probably drive to the end of the cul-de-sac and let my kid off to run to the crosswalk to get across the street rather than deal with all the traffic that is on Perris Boulevard, because I've been in that traffic also, so that's just my concern.

COMMISSIONER DOZIER – I'm trying to understand the quickest way for the kids to come from this complex to get to the school. If that is open, is there sidewalk and gutter there? Is there sidewalk and gutter up to the light? Where is the nearest light? Is it Kalmia?

PLANNING OFFICIAL TERELL – It is at Kalmia and this particular subdivision would build sidewalks along its frontage and I'll defer. I don't know if Mark Sambito, Land Development Engineer knows if there is sidewalk up to the crosswalk. If there is not it would be appropriate to add a condition to make sure there is a paved surface there.

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COMMISSIONER DOZIER – Okay so you're saying… I'm waiting for his response. Is there paved sidewalk up to the…

LAND DEVELOPMENT ENGINEER SAMBITO – Commissioner Dozier, the Transportation Department has a condition here with regards to the sidewalk that you are asking about. I don't have any recollection of there being one there or not, but TE15 makes reference that if there isn't a sidewalk along Perris Boulevard that one shall be constructed up to that intersection that you are asking about at Kalmia.

COMMISSIONER DOZIER – Okay, all the way up to the intersection?

LAND DEVELOPMENT ENGINEER SAMBITO – Yes that is correct

COMMISSIONER DOZIER – Okay, so that's a condition of the project?

LAND DEVELOPMENT ENGINEER SAMBITO – Yes, TE15

COMMISSIONER DOZIER – And there is a light there at Kalmia and Perris Boulevard?

LAND DEVELOPMENT ENGINEER SAMBITO – That's correct, there is

COMMISSIONER DOZIER – So that's how the kids would get access to the school actually?

LAND DEVELOPMENT ENGINEER SAMBITO – Yes sir

COMMISSIONER DOZIER – Okay, thank you

COMMISSIONER VAN NATTA - I share the concern about the traffic on that street in looking at where the other streets are in relationship to somebody coming from that side that there might be both foot traffic and cars going there and dropping people off in that neighborhood; dropping kids off in that neighborhood so that they can access the school. I can see where that would be a concern and from what you are saying earlier about the reason for that pedestrian walkway there was twofold. One would allow students from that neighborhood to access the elementary school and the other one was to allow people to feel like that outside landscape area was theirs and they should maintain it. Okay I think if that outside area there that is theirs to maintain is not visible from their house because there is a wall there, there is going to be a constant battle about that.

There are two things that I would like to ask why we can't do it; one is instead of having irrigation and green landscaping there, what about putting in some type of attractive hardscape there that does not require water and tending to keep it

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looking nice and the other one is I don't really see the reason to have a walkway there at all. I think it would just cause more problems within that neighborhood. When people buy a home with a cul-de-sac, quite often the reason for it is that they don't want traffic, they want an enclosed place where their children will be safe going out and riding their trikes around the cul-de-sac or whatever. I think I would or my opinion would be to not have a walkway there at all.

PLANNING OFFICIAL TERELL – Yes at this point in time I just want to be cautionary. This is just the time for questions. We'll have deliberations in just a little bit, but yes one of the reasons obviously was to provide access to the school. I do want to note that this is not a neighborhood elementary school. This is magnet school, so the number of children coming from this neighborhood may be a lot or not, based on being a magnet school. It is not a neighborhood school.

Definitely there are alternatives to irrigated landscaping, so certainly that's a point of discussion for the Commission when they get into deliberations and the other reason is really to allow people to get around a neighborhood without having to get into their cars. Theoretically you couldn't walk a block to the other side. You are going many, many blocks to get to the same place and one of the things that is encouraged these days is really to have more pedestrian access so you encourage and don't require; encourage people to drive less and possibly walk more if something is close by, but I understand. People often at the end of a cul-de-sac don't want any traffic. This particular subdivision, should it be approved in this fashion, they would be aware of that when they purchased the houses and we've had several subdivisions that have had these kinds of openings and they've been popular with some people obviously and people have bought those houses in those subdivisions when they have immediate access.

The only downside of hardscape is regardless of what kind of hardscape you get, the weeds eventually grow through it and that kind of maintenance would still be the responsibility of the property owner if in fact cracks develop in the hardscape and weeds grow, so that's the only downside is that there might still be a maintenance problem, it would just be a different maintenance problem.

COMMISSIONER VAN NATTA – Without the expense of the watering certainly

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER VAN NATTA - Thank you.

PLANNING OFFICIAL TERELL – Yes the other thing and Claudia just reminded me is there wouldn't be any trees; there wouldn't be any street trees along this location if there was no irrigation which is a typical requirement of every subdivision to have street trees every 40 feet, so that would also be a potential issue.

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COMMISSIONER DOZIER - Do you happen to know how most of the kids are getting to that school now from there because there are a lot of houses to the west and I know it is a magnet school, so it limits really the number of kids that are coming from this community, but I can't see a direct route walking. I can see the driving route, might that be the only direct walking access that that community could get to Perris without going out to Hubbard?

PLANNING OFFICIAL TERELL – I suspect it is. If you look at the aerial closely, there is a line that goes from the end of Metric over to Perris, which shows there is a pedestrian path that is informally there already. Whether those folks are going to school or someplace else I don't know.

COMMISSIONER DOZIER – I see, so they've made a path and that's how they are getting to Perris Boulevard and I was just curious because I'm not that familiar, but I see a parking lot on this map below the school. Is that a parking lot for a…

PLANNING OFFICIAL TERELL – That's the Lutheran Church

COMMISSIONER DOZIER - That's the Church… okay I gotcha.

COMMISSIONER RAMIREZ – Good evening everyone. I have a simple question. I actually got the opportunity to drive to the site and kind of take a look around. One of my biggest concerns is when this development starts taking place, where is the development going to gain access to be able to continue this operation because it seems like the only way in it and out is through Metric and is that going to create any problems for the existing residents at this time. You that is my biggest concern because at the end of the day, these look like they are big lots; big lots that are going to bring higher property value hopefully to this location, so we've got to give a little and take a little, however how bad is this going to affect the actual project? How is this going to affect or create problems for the existing residents on that street?

PLANNING OFFICIAL TERELL – By City Ordinance, construction activities are limited to 7am to 7pm. Obviously there will be construction activity. I'll defer either to Eric or Mark. I believe there are some standard conditions that talk about keeping the street clean and swept, so I can't tell any of the people that live there that there won't be any affects, but during construction there are some conditions that require cleanup and then there are limits on the hours so that there aren't people there at night or early in the morning creating a disturbance.

COMMISSIONER RAMIREZ – Now do we have any kind of regulations that are going to regulate the traffic; the construction traffic that is taking place in and out of there, like during school hours and things of that nature, because again there is a school right across the street and if kids see that as a way of getting to and from school, that could create problems. Are we going to address that?

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PLANNING OFFICIAL TERELL – I believe and again and I'll defer to just make sure that I'm not in error. There is generally a requirement to fence a construction site, so not that children won't still want to go through there, but typically it would be fenced during construction and therefore that would be intended to discourage access. As far as controlling the traffic, I'm not quite sure. I wouldn't anticipate there would be a huge amount of traffic on a construction site this small, so we wouldn't have a requirement say for a flagman or something like that.

COMMISSIONER RAMIREZ – Right, I do understand the place needs to be graded, so how are we going to get those big machines in there. Are we just going to roll them in on Metric Street or are we going to access through Perris Boulevard to get that portion of the project completed?

LAND DEVELOPMENT ENGINEER SAMBITO – Mark Sambito with the Land Development Division. Mr. Commissioner, that's likely the most likely option for transporting the vehicles in. Unlike some of the larger projects in town, they probably wouldn't use some of the really large scrapers. The size of the equipment is going to be proportionate to the size of the project and in addition, Mr. Terell was correct in stating that we require all the construction sites to be fenced and typically screened as well if it is in the middle of some existing residential area, so the screening helps with a lot of the dust control and a lot of the problems that may be drawn to a construction site; theft or vandalism or anything like that, so that is part of the requirement and again, traffic and construction noises are limited to 7am to 7pm per our Municipal Codes.

COMMISSIONER RAMIREZ – Great, now Commissioner Salas made a great point. I took a drive the other day going south on Perris Boulevard coming from Reche Canyon and if you look at the right side of that neighborhood which is Sunnymead Ranch. It is beautiful. The walkways are awesome; you know there are curvy. Now I understand that the road access is limited on Perris Boulevard as you travel further south, however I think we should continue and make it consistent so that way whatever walkways are there or sidewalks should be consistent to what we have on Sunnymead Ranch to make it look beautiful; to make it look nice, especially if that's where you plan on having kids walking to and from school, it should be a nice area. It shouldn't be like other areas in the City that have very low maintenance and very little attention drawn to them. That's all I have for now.

PLANNING OFFICIAL TERELL – Okay, well we can discuss that further in deliberations. I will say though that this is the last developable parcel for about a mile along Perris Boulevard, so all the other properties face Perris Boulevard, so there really isn't an opportunity to do something like Sunnymead Ranch. Sunnymead Ranch was a… that Specific Plan has 2,500 homeowners and in a Specific Plan you are able to get a lot more amenities than you can on a small subdivision like this where we could try to require that but finding a mechanism to

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actually maintain it, it's really not big enough for a Home Owners Association and the fees would be quite high, so there is no economy of scale in a 16 lot subdivision compared to a 2,500 lot subdivision, so I agree it would nice to have everything the same, but that's the reason why we didn't recommend that kind of improvement here. We recommended the requirements of the City Code which is approximately 16 feet of landscaping and the sidewalk, so it's not insignificant, it's just not the same as Sunnymead Ranch just because of the circumstances of the size of this, but again I think a subject for your deliberations after you hear from the public.

COMMISSIONER RAMIREZ – Very well

VICE CHAIR BAKER – Okay do we have any more questions of Staff on this particular project? Okay if not, what we are going to do now is move forward and ask the Applicant to come forward if he would and state his name and address.

APPLICANT LEE – Good evening. My name is Jack Lee, with Cal Land Engineering. I'm the Project Civil Engineer and we started the project about three or four years ago for a single family home subdivision. During all of our preparations of the Tentative Map, we revised the layout and design several times just to comply with the City's required standards. We would like to comply again with the City's requirements in order to make the whole project go through smoothly and also for the owner to develop this property. I'm here to answer any possible questions you may have. Thank you.

VICE CHAIR BAKER – Okay we'll open questions from the Commissioners to the Applicant at this time.

COMMISSIONER CROTHERS – Hi Mr. Lee how are you today?

APPLICANT LEE – Pretty good thanks.

COMMISSIONER CROTHERS – My question is because of the problem or possible problem with traffic in the neighborhood and such, would you guys be willing to close off that access to Perris and leave it as an enclosed cul-de-sac to help maintain the feeling of a cul-de-sac that you get when you purchase a home on a cul-de-sac. You know you kind of want it to be quiet.

APPLICANT LEE – On that one, no. We need to comply because the City required it, because that's why and I'm pretty sure, but we could ask the owner to agree and that's fine.

COMMISSIONER CROTHERS – Okay, thank you

COMMISSIONER RAMIREZ – How you doing sir? My question is have you had any other project such as this one here in the City of Moreno Valley before?

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APPLICANT LEE – We have another subdivision project along Sunnymead Boulevard, but that is still in development.

COMMISSIONER RAMIREZ – It's still in the development process?

APPLICANT LEE – Yes

COMMISSIONER RAMIREZ – So these are the only two projects as of now?

APPLICANT LEE – Yes

COMMISSIONER RAMIREZ – Okay, that's my only question

COMMISSIONER VAN NATTA – We have here the size of the lots. Can you tell us the approximate size of homes that you are planning to build on there; the square footage.

APPLICANT LEE – Because I'm only the Civil Engineer, I don't know. On this one, I'm pretty sure the owner or the Architect who does the design and the buildings would comply with the City's standards; the setback and everything.

COMMISSIONER VAN NATTA – Okay but no idea and they haven't proposed what size homes they are going to put on there?

APPLICANT LEE – As far as I know, not yet

COMMISSIONER VAN NATTA – Okay, thank you

VICE CHAIR BAKER – Are any other questions of the Applicant?

COMMISSIONER SALAS – Are those on the pedestrian walkway coming to Perris Boulevard; are those stairs; is there a big grade difference there?

APPLICANT LEE – I don't think so, the grade would comply with the City Code and slope and everything, so I don't think it's really steep

COMMISSIONER SALAS – But are there stairs there?

APPLICANT LEE – Yes

COMMISSIONER SALAS – Oh there is…. Do you know how many?

APPLICANT LEE – I don't know

COMMISSIONER SALAS – It seems like there is about a five foot grade difference?

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APPLICANT LEE – It will be a long time since we finished this design, so I need to look back. I don't think there will be too many of them.

COMMISSIONER SALAS - Okay

COMMISSIONER CROTHERS – I think on map it says seven or ten 7 inch steps

VICE CHAIR BAKER – Any other questions of the Applicant? Okay thank you.

APPLICANT LEE – Okay, thank you

VICE CHAIR BAKER – Now we are going to open this item up to the public for testimony, so at this point I'll open Public Testimony. The first person will be Gerald Budlong. Excuse me if I screwed that up. Please state your name and address please.

SPEAKER BUDLONG – Yes sir… Gerald Budlong at 24821 Metric Drive. I've been a resident since February 1987. I conditionally approve as a resident, this tract conditioned on several things. One of the big issues, especially to the poor residents on Tranquil Way who are to the south of me is drainage. For instance, this winter with the large December rainfall, to my horror on my property; I have a drain in the back that connects to the subject property being discussed tonight. I periodically every season clean out that drain and I put out the material from the drain to try to protect the Cook residents that are downstream below me, but anyway to my horror, about six to eight inches of fill had filled up my drain. Luckily due to my berming, the Cook's didn't receive any adverse flow from the drain from my property and I have spent the winter shoveling out the fill to further protect the Cook's, because it wouldn't be fair for them to have that drainage. They didn't ask for that. They didn't want our subdivision there in the first place originally okayed by the County.

Anyway in the past there have been about four or five Churches that have owned the property and have tried to develop that property as a Church and the drainage and grading expense is too expensive realistically for a mere Church to be able to develop. The only reasonable way of development is the way through a tract like being proposed tonight. I'm glad that the density is 16 and not 25 which is allowed through the General Plan and in the Code.

One concern is please make sure that the drainage is sufficient to protect the poor residents on Tranquil Way. I've got a 10 foot high berm that protects me but the people on Tranquil do not have that. The second issue is the pedestrian walkway. The current access was created by the developer of our property as a construction road to develop our tract and that is why it is there. The school kids and pedestrians in our neighborhood did not create it. It was created under City and County permit. We need desperately to continue the access. To my knowledge, since the school was built across the street, children in our tract as

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well as the surrounding neighborhood utilize that field for legal access to the school. In addition, the older kids who get bus service and bus service does not serve Hubbard because it is too narrow in width and the only legal access to Perris is Ironwood to the south and Manzanita to the north. If you don't have this pedestrian access, it cuts it off to everybody. We have a few equestrian riders that go through the neighborhood. We have a lot of dog walkers from the young to the senior citizens. We have a lot of school kids that utilize that. That is a key thing for us. We do not want Metric to go through to Perris. That is absolutely a no-no. I know my neighbors and I prefer not having Thomas go through. In the past the Commission has approved just a temporary street with access for the Fire Department, but the City Code overrules that now and the only way we can legally have a tract in there is to have secondary access and that is in compliance with the Code and realistically the only way it is going to get developed is with Thomas and I do not object where Thomas is in the past. The previous tract that was approved there, the road was adjacent to the existing property owners at the end of Metric and Tranquil and that would be unfair to them. It is setback three lots away. That is less impact to the existing residents in my neighborhood.

The issue about fences and walls… the people on Tranquil objected to our tract being put in and the Planning Commission back in 1985 allowed a concrete block wall to be put in but the developer appealed to the Council and the Council changed that condition to a wood fence, which in five years to present, the wood has periodically fallen down. Actually a ten foot section on my property has fallen down too, but there is still some screening because of the vegetation. It would be on rear properties to have decorative block walls rather than the wood walls.

As far as the Burrowing Owl; I know its Code to allow that, but I'm an Environmental Planner myself and former Commissioner on your Commission years ago, I've never seen Burrowing Owl there. We do have a resident skunk population which hopefully the tract will get rid of. I'd like to know where the corporate construction yard will be and where all the employee and contractor parking are within that. One of the concerns by the neighbors, even though I don't represent them, has been parking on the existing Metric Drive. Just a question LD42c says recycled water. Does EMWD going to be extending the recycled water line to our area? That would be a great thing if it did, but I'm also on one of the citizen boards to the EMWD Director's Advisory Council for Moreno Valley and I'm never aware of a recycled line going that far north, even though I'd support it. And sixth, I notice it's a mello roos district, which I was a Planner with Indio County many, many years ago when mello roos was being proposed, the Board of Supervisors I worked for opposed it and even today I still oppose mello roos. I've met Mr. Mello; he's a nice man; he's dead now, but he was nice when he was alive, anyway I guess in today's world that's what you need to build the improvements. Anyway that's basically it and thank you for your time.

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VICE CHAIR BAKER – Thank you. Our next speaker will be Jeff Magill. Please state your name and your address for the record

SPEAKER MAGILL – Jeff Magill at 24857 Metric Drive. I officially bought this house due to the fact it was on a cul-de-sac. I am not looking forward to all the traffic coming up and down my street. Secondly we have a drainage ditch in the back of the easement which if everybody on that street does not get together and keep that thing clean it is going to be all backed up down to my property and then once it is backed up, it's going to overflow into the people below me whom have a swimming pool, which I don't feel that is right, so they need to do something about the drainage there and also parking. What are we going to do about parking? What about all the construction equipment coming up and down our street all day long until seven at night. Everybody does not work day shift. There are people who work nights. Do you think they are going to want heavy equipment coming up the street all day long while they are trying to sleep and what about depreciation value on your home? I mean none of you people know whether these are going to be two story homes or are they going to be one story homes. Nobody has a clue. What exactly do you have in mind at this point? Do you have any answers for that? It's a question…

PLANNING OFFICIAL TERELL – There aren't any houses proposed for this tract, so I guess…

SPEAKER MAGILL- There are no houses proposed for this tract?

PLANNING OFFICIAL TERELL – There are no specific houses proposed but just like anybody in this vicinity, you can have a one or a two story house.

SPEAKER MAGILL – So you could have a two story house and the guys peeking out the window looking at everything and invading my privacy in my house, right...

PLANNING OFFICIAL TERELL – Just the same as you could build a second floor on your house, yes. There is no limitation on this R5 zone on having a one or two story house.

SPEAKER MAGILL – Okay, that's pretty much all I've got to say. I'm mainly concerned about the drainage though.

VICE CHAIR BAKER – We'll look into that, thank you. Okay, our next speaker is Michelle Pierce.

SPEAKER PIERCE – My name is Michelle Pierce. My address is 24869 Metric Drive and my I live on the end where they are proposing to build a 3 foot retaining wall and also too, the water is going to come rushing down through there; through that draining ditch and there is no proposed catch basins that they

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have on their plans or no storm drains. It is all going to go down the drain behind our house and like Jeff said, the people below us, they have a pool and they are way below us and it could erode our property because it is going to fill it up because the people below us don't keep their drains clean and it is going to overflow into the people below us as well.

And as far as and I want to address the walkway, I agree with the Commissioner that walkway that I agree that when someone buys in a cul-de-sac they want to keep the cul-de-sac where traffic is not going through there, parking and having access to Perris which is a very, very busy street and young kids should not be walking through there without adult supervision. We live at the end, so we did buy the cul-de-sac so that there was no traffic going through there, so our kids could play out there and ride their bikes without having to worry about people zooming through there and there will be 16 houses. You know even at one car extra per household that is still 16 more vehicles that are going to be driving up and down that street, so thank you.

VICE CHAIR BAKER – Thank you, you're welcome. Our next speaker will be Dale Fortine. Please state your name and address for the record please.

SPEAKER FORTINE – I'm Dale Fortine. I live at 24868 Metric Drive. Good evening ladies and gentlemen. I would just like to go on record saying that I oppose this project mainly from some of the points that you've brought up. I've lived in my home since April of 1987 and paid a lot premium for where it is at because of the quiet and the lack of traffic. Sixteen lots; sixteen hypothetical homes in this proposed tract and I look at our street and just about every home on our street has three cars and some have four, so we're looking at if we take that mathematical equation, we could be adding up to 45 or 50 cars added traffic on our street. Northridge School that is on the east side of Perris is a magnet school; a gate type school. There aren't a lot of kids from our neighborhood that traverse that property to get to that school. There are mostly… if you look at the traffic on Perris Boulevard in the morning and the afternoon, the kids are driven to school. I think that the pedestrian access is going to create just an exponential parking problem and a traffic problem. When the soccer mommy's realize they don't have to go around onto Perris Boulevard and sit in that line of cars, they will be stacked up there like cordwood waiting for their kids in the morning you know to go to school and then to pick them up in the afternoon. That's going to be not good at all.

I've been in the construction business for 23 years and I understand the access issues that you are talking about for this job site and they will be pretty bad as far as getting heavy equipment in, all the various trades and laborers to do this. The traffic and the parking will be really something to deal with. What I would suggest and the other thing I'd like to ask you in the future look at the area around there. It is residential but it is kind of rural. Most of the property that is around there is all single story, so you know maybe consider that in the future and making single

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story dwellings and another idea that you might want to consider with the traffic and access problem is that if you flipped it around 180 degrees so it is a stand-alone development, so any traffic that is coming in off of Perris Boulevard, that all has to deal with this development. It doesn't deal with the citizens and the community around it whether it is on Tranquil or on Metric Drive. That's my humble opinion. I thank you and have a nice evening.

VICE CHAIR BAKER – Thank you. Our next speaker will be Steven Perez. Please state your name and address for the record please.

SPEAKER PEREZ – Steven Perez at 24845 Tranquil Way. That is the street directly south of the area. Now I have a lot of concerns about this. The most concerning one to me of course is Thomas Way. Unfortunately the Plot Plan or Tentative Tract Map 31621 was approved 7 years ago and much to my chagrin it is still approved. I always thought things dropped out after three years but low and behold it seems it is going to be approved in perpetuity. I don't known when that thing was going to every end, but luckily for the residents on Tranquil Way we are in a little bit ownership problems than what Metric is. In other words private street, we own the street so we have a lot of conditions that befall the person that wants to do 31621, but going back to this Metric Way; Metric Drive thing, it seems to me that in looking at the web page when I downloaded all this information, one of the things that I saw was our highly paid City Manager thing was what he wanted to bring to Moreno Valley was more jobs and not more new homes and I also found that there were 6,000 homes already approved residential lots in Moreno Valley; 6,000… I don't know why we would need 6,016 but I guess somebody thinks we should.

Now as far as the traffic problem… now presumably the people on Metric are more concerned about Metric. I'm more concerned about the traffic on Hubbard. Now I don't know if any of you have driven down Hubbard Boulevard but Perris Boulevard is like a freeway compared…it's a four lane… presumably it is going to be a four lane; the whole length of the City eventually. I don't think Hubbard is ever going to be more than a two lane and the houses that abut it, it is a very narrow two lane and to add, like Dale said, 40 something vehicles going up and down Hubbard and there are certain time where there are times when people are parked legally on Hubbard on both sides of the street and you can't have opposing traffic; someone has to stop and let someone go by. My wife has a hard time when she leaves for work at 7:30 in the morning getting off of Tranquil because there is so much traffic already on Hubbard.

Now obviously you would help everybody of course if you just did a 180 on this tract and had it enter and exit onto Perris Boulevard. I mean Perris Boulevard seems to be a four lane highway and seems to take the traffic much easier than Hubbard. I'm sure when Hubbard was designed probably 40 years ago it was very nice. When I first moved on Tranquil I was practically the last house on that road except for Kalmia; the road ended there. Now there has been a lot of talk

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about this gate. Maybe if they do, I'm fairly sure that of course you are going to approve it. I've been at Planning Commission meetings that rarely there isn't anything disapproved, but there are certain things that I think we can mitigate. One of the problems I have is Thomas Way and what is going to be at the end of Thomas Way which opens up into an open field.

Now for those of you Commissioners who have driven down Metric you may or may not have noticed it has become a semi-dumping ground. I could see that if there is no access. If there is no restricted access from Thomas Way that the Tranquil Way field will become another dump and right now as you know, there is no gate at all on Perris. People have been driving on Perris Boulevard and dumping their trash onto Metric field and this will just make it easier and it will even be hidden from the street up Perris so that they can just come. I don't know what kind of restricted access you are going to have on Thomas Way. We are talking about somebody else's private property and I'd like to know what is proposed for the end of Thomas Way.

Another thing that I know it is going to be passed anyway, but one thing that would help at least the residents of Metric is to at least put speed bumps on Metric at a low cost alternative. It is bad enough that Hubbard has a posted speed limit of 30 and normally goes 50 mph and unfortunately when City approved Hubbard; that drainage canal between Metric and Canal and made it a nice concrete culvert, because it use to wash out and all it did was increase the traffic flow. Before they used to slow down there drainage ditch. It used to go to Hidden Way and Way and now people that know that road can go 50 mph, so hopefully they can at least put some sort of speed bumps on Metric and slow the traffic down and put some sort of restricted access on Thomas Way. Me being one of the dog walkers, I am probably in a minority, I would like to have a walkway at the end of the street because right now if I wanted to go to Perris and take that nice walk on Sunnymead Ranch, I'd have to go all the way… there is a little opening on Sunday Drive which is quite a ways north and but right where there is a hill there, there is an opening on Sunnymead Drive and that's for pedestrians only. Okay, what else… I think that's it. Thank you.

VICE CHAIR BAKER – Thank you. Okay that is all the Speaker Slips I have on this item. I think what we'll do close Public Testimony unless there is…

PLANNING OFFICIAL TERELL – So at this time you can close Public Testimony but it would be appropriate to call the Applicant up and see if they have any information or response to the comments that they made.

VICE CHAIR BAKER – Would the Applicant please come forward. Do you want to address some of these issues that have come up here between the opening; the drainage seems to be a big thing; the parking and the construction type stuff.

APPLICANT LEE - The drainage for this (inaudible). We will take care of all the storm water within the property and drain to the City approved facility. It is no problem at all and for the off- site drainage you can do ponding or something; it is really nothing we can control. If it is on site, we can control it, but off site, we have no way to control it. Regarding the construction as per the City requirements, I'm pretty sure the contractors will work from 7 to 7 and then the equipment they are using on the property because it is a small property, I don't think they will use a great big scrapper but only a small machine to do the grading and the same thing for the construction. Also for parking because it is going to be single family residential, even for traffic starting, traffic will be light for 16 houses, so I don't think that traffic will be a big issue on this development.

VICE CHAIR BAKER – Okay, I think we've got some questions here from some of the Commissioners to you to address again. Would that be appropriate or…

PLANNING OFFICIAL TERELL – Well I'd probably suggest that maybe the Land Development Engineer might be able to answer a lot of those questions because we have several conditions related to the items that were brought up.

LAND DEVELOPMENT ENGINEER SAMBITO – Mark Sambito, Land Development Engineer. We had a couple of topics and the most poignant appear to be the concerns about the drainage. If I could address that; as part of the conditions without getting into specific conditions because I don't have those in front of me, but we are going to require like we do with any project that the applicant or the developer maintains and controls all the water on site. Everything will either drain to a City facility as the Engineer had stated which in this case appears to Metric Way or with Thomas it drains to the south. There is an approved development to the south. We don't know when that will develop but the proposal in front of us tonight shows us either to match existing grades or to match the existing development to the south, which ever goes first; whether it is this development or the other south goes first.

By water law, the developer is not allowed to discharge more water after his development is complete than was going and being discharged prior to him ever moving in and doing any work, so in the existing condition it is today, so that is something that we'll be doing with the developer as we get into the design drawings, they'll be providing us with a drainage study and the calculations that support that argument; that they are not discharging more water than was previously done when it was in this existing vacant condition.

The other comment that I did hear and oh in addition; I'm sorry, the Water Quality Control Board has very stringent requirements as we know about water quality and sediment transportation, so we will as part of his rough grading and final grading plans require extensive erosion control to ensure that there is no water, mud or debris that leaves this site and that has to be monitored at risk of some significant fines from the Water Quality Control Board and that would also be a

MV00112096

requirement of our MPD as to our Pollution Control Permit that the City maintains. So we have inspectors that will obviously be keeping an eye on this site and keeping an eye on the site post construction for those items and they are required to provide a report; a Water Quality Management Plan that discusses post-construction maintenance and observation to ensure that even after the developer has done all his work and he is done and gone, that the site is in such a situation that there won't be any erosion or sediment that leads from the site to another, i.e. the concern about the pool or that type of thing, based on what we are going to review as far as the Engineering calculations go and then there was a comment made about recycled water.

If the recycled water is in a reasonable distance and that will be a decision made by the Water District, they could be in fact be asked to extend that, but I don't believe that there is any recycled water in the near vicinity of this. It was simply a standard comment that we include when we make reference to utilities or wet utilities; it's sewer water, recycled water and anything along those lines, but if it is not available and it is not reasonable then we wouldn't then in fact ask the developer to bring it up from an immensely large distance and he will also get that same information when he speaks to the EMWD Engineers. Did I hit all of your questions appropriately?

COMMISSIONER VAN NATTA – So where does Thomas eventually end up?

LAND DEVELOPMENT ENGINEER SAMBITO – The approved development to the south, which would be an extension of Tranquil, if I recall has a cul-de-sac or a knuckle that turns north and ties in, so it would end up looking like a horseshoe if you would, if you didn't have the extension beyond Thomas, it would be horseshoe shaped. So Thomas will; if it is developed as it is approved to the south will tie into Thomas to the south, which will tie into Tranquil and go back towards Hubbard.

COMMISSIONER VAN NATTA – Okay, thank you

VICE CHAIR BAKER – Are there any other questions of the Commissioners? Okay, thank you.

APPLICANT LEE – Thank you

VICE CHAIR BAKER – Now we are going to open this up to Commissioner Debate on this project, so where do you want to start? Do you want to start down there with you Commissioner Ramirez and give us your thoughts?

COMMISSIONER RAMIREZ – Well, again right now, it seems to be the main concern is the drainage and if the project is going to maintain the same level of water flow then that is just contributing to an existing problem because they already have a few water drainage problems, so having said that, is there

MV00112097

anything the developer can do to improve the water drainage system so that it doesn't continue to flow or it flows better for the current residents on Metric and on Tranquil?

LAND DEVELOPMENT ENGINEER SAMBITO – Mr. Commissioner, I don't know for a fact that there is an existing problem. Again the developer may discharge as much as what is being discharged today, but often times through the development and the fact that he is redirecting water that used to flow towards the south, towards the north and into the street, which will be the future Metric, that water is no longer going in the direction that it typically did, so we expect that the water flow will be significantly less. As I review the plans here, one of the residents made a concern about the water and the three foot wall. All of that water is not flowing towards the south or the back of that property, but yet towards Metric, so the water that once maybe would go towards that homeowner in the south with the pool, is now being directed towards the north to Metric where it will inside the street with curb and gutter, which is basically an open channel that will transfer that water towards a more formal storm drain facility, so we can expect that the water that was once tributary to the south will be significantly reduced because of this development.

COMMISSIONER RAMIREZ – Okay what is the time line for the completion of the development?

PLANNING OFFICIAL TERELL – There isn't… that would up to the… should the tract be approved, they would need to go through Plan Check and have a Final Map approved and the timing on that is probably at least a year to go through that process and then after that it would be up to the developer whether they wanted to develop immediately or they could wait. Approvals are good for three years and then the applicant can come in for extension of time and that extension of time would potentially give more time to them, but it is not automatic, so most developers are optimists and they would like to anticipate developing within the three year time frame of the existing approval, but should the economy not allow that for whatever reason or their economics it could be longer than that.

COMMISSIONER RAMIREZ – Okay thank you.

COMMISSIONER DOZIER – Well I think the project is consistent with the zoning for this area and this region. We're looking at a field that has been vacant for a long time albeit some of the dumping problems have experienced and I think development of that property will improve certainly that situation. It is certainly is consistent with the housing that certainly is the west of it and will be consistent with the housing that will be built to the south of it and I kind of like idea that there is access to the sidewalk and to the street. I think actually the residents who live in the area will appreciate it more than they'll not appreciate it because when they want walk and they want to get around their community they are going to increase if we're concerned about green and we're concerned about carbon

MV00112098

footprints. If you have to drive to get out of that complex to get to a place where you can walk you are going to increase the carbon footprint, so I think making it a more walkable community by having access to Perris, especially if there is going to be curb and gutter along Perris to make it safe to go up to the stop light, I think that's better to have. I kind of see them being a little land locked if they don't have that access, so I kind of like that.

Again it is consistent with the zoning. I think it is a proper infill project. I think it will actually improve with the proper housing and I have to say that just because this is a Tentative Tract Map; this is just a layout of where they'd like to put houses, they would still have to come to the Commission with their final plans when they get ready to build, so this is not our only opportunity to look at what they are going to build. We will have another opportunity to look at that when it comes before us. I covered sidewalk and foot traffic; access to the lighted corner I'm just concerned about how the kids would get to the school. I've been up there many times as my grandson actually went to Northridge Elementary School. Most of that traffic is on Kalmia and that's where it backs up and people are all on street. If I were living on Kalmia I'd be upset about that traffic because it gets very, very bad and you cannot park in the mornings when kids are being dropped off. They figure out a way to park and do u-turns in the middle of the street, so that's where all that takes place and I'm familiar with that and most of the dropping off is done on Kalmia at the north end of that school. There is not a whole lot that is done really off of Perris Boulevard, so a safe place for the kids to walk to get to that stop light is a concern of mine.

I think we've dealt with drainage. Drainage on most of these kinds projects are conditioned to handle the water on the site itself. They have to have a plan and it has to be an approved plan and that water is not going to cause any problems for anybody downhill from them or in any direction and usually those projects are designed and conditioned to handle that water so it does not cause a problem for the surrounding neighbors and we trust that our Planning Department is applying all of those rules and regulations and conditions of approval and I think they have addressed that. I think it will improve your drainage situation in that area because where you had a vacant lot and it was running in a particular direction you now will have it developed and caught so to speak and put into a drain system that is conditioned and designed to handle it. So those are my thoughts. I think it's a good infill project and I think it's just a Tentative Map at this stage and those are my feelings.

VICE CHAIR BAKER – Thank you

COMMISSIONER CROTHERS – Hi, I also agree with Commissioner Dozier that the project is a good infill project for the space that it is, however I do have some concerns. Some are most of the same of the residents that live in the area. I first have a question… is the water that is directed toward to Metric from this

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property; is Metric built to handle the extra water that is going to be drained onto Metric or is that going to create a problem all in itself?

LAND DEVELOPMENT ENGINEER SAMBITO – Again Mark Sambito with Land Development. The Engineer will need to prove to us that in fact the proposed roadway and the existing roadway downstream has the capability of carrying the extra water without flooding or causing a flooding situation further downstream before it enters the storm drain.

COMMISSIONER CROTHERS – Okay thank you. Also Mr. Dozier brought up that traffic is mainly on Kalmia for Northridge. I also attended Northridge. I know the traffic that is around there. I do know that Kalmia bears the brunt of the traffic, however if I were a parent dropping my kid off and I realize that Metric was a viable opportunity for me to drop my kid off and have them walk across the street, I would probably be more apt to go there rather than Kalmia, possibly shifting the traffic problems from Kalmia onto Metric or at least sharing the traffic problems that we have on Kalmia to Metric. I do like the fact that it is a cul-de-sac. I think when people purchase a cul-de-sac that is what they want. They want to be kind of hidden away from the main road. A couple of the public had mentioned flipping it 180 degrees so that you know the opening is on Perris and I think that would significantly take away from the allure of buying a house on a cul-de-sac.

My main concern is still that walkway. I think that if Northridge were a neighborhood school it might make sense to have that walkway so the neighborhood kids could utilize that walkway along with the neighborhood parents however knowing that I went to Northridge and I don't live in that area, I was driven every day, I know that Northridge is not a neighborhood school and it is not supplied by the neighborhood kids, so I think having the walkway there is not beneficial to the neighborhood. I think it is beneficial to the people who drive their kids to that school. You know I'd like the project to maybe reconsider that pathway and possibly taking it out.

Another issue that I have is the sideyards on the other side of a block wall. I know that if I were the resident I probably wouldn't pay much attention to that side yard and since it is going to be on Perris Boulevard it might create a problem of making our City look not up to standard because the resident kind of sees it kind of out of sight, out of mind; it's on the other side of a block wall and it's out of mind. You know, personally as a homeowner, I probably would pay less attention to it then my yard that I could see from the front or the rear of my house.

The other concern was with construction traffic and I know that I read in here that the development has to supply traffic for construction. I am assuming that will be all within the gated area. You know, all 16 houses don't go up at once, so I'm sure there is a least one lot that you know that everybody can park on to keep the traffic from Metric and Tranquil. Also, Mr. Magill said something about traffic

MV00112100

construction during the day from 7 to 7. I am also a day sleeper. I work at night. I purchased a home that backs up to a major roadway. I hear road traffic all day, every day and you know it is just something that kind of came with house that I purchased and no matter ten or fifteen years down the road, that road traffic isn't going to go away, but you know eventually once the road construction is done, all that construction traffic will go away. I think that's a problem that will be solved with time and with the completion of this tract. Thank you very much. I want to thank everybody for coming out and talking.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – Overall I think it is a really good plan. I like seeing unused abandoned pieces of land within the City being developed and this is a good place to put houses. Not much else you can do with it. I like the fact that they are larger lots. They haven't cut down to the small lots which seems to be very popular these days and I would hope that when they decide what type of homes to build there and the approvals that come with them, that they will be homes that are similar in style to what is there; more of the single story ranch style homes and that is what people like. They like having some land around them and there is a large preference for the efficiency of a single story home, but I do have a couple of concerns.

I'm not too concerned that the drainage problem will not be handled. I know there are mechanisms in place to handle that, but the idea of having that walk thru at the end of the cul-de-sac seems to me will cause more problems than it will give benefit to the homeowners; the people already living on Metric and the people who are buying the new homes built there. Very few of them may even have the need to use that walkway, but as Commissioner Crothers brought up, when other people realize that that is a way that they can… someplace they can park and drop their kids off or even park there and walk their kids across the street to school and come back without fighting the traffic. I mean I live close to here. I've seen that traffic on Kalmia in the morning. I think that would be an issue and if there are steps going up there anyway, I don't know what kind of accessibility problems that would cause there. If we had steps somewhere and what if somebody can't use the steps and could say you didn't build me something with access to my wheelchair or something like that. With that kind of a cut through thing, I could see that being used more in ways that would not be of benefit to the neighborhood, so other than that issue, I like the project.

VICE CHAIR BAKER – Thank you

COMMISSIONER SALAS – Is there any more to be said? I support the project and I think the walkway to Perris Boulevard is a necessity in a way. I can see where it can benefit the local…not only the 16 houses but the other people. My only concern again, is for the side yard maintenance on Perris Boulevard and the reason is it is Perris Boulevard and we do want to make our City look nice and I

MV00112101

just hope; there is nothing we can do. We can't condition anybody to take care of the yard and I know that because I have neighbors that have the same problem, so I support the project and I agree with my Commissioners.

VICE CHAIR BAKER – Thank you

COMMISSIONER OWINGS – Thank you very much for coming today; all those from the neighborhood and I'd like to thank the Applicant. I appreciate all your concerns and I agree with some of the concerns that have been presented by the Commission. I'd like to thank the Staff for a thorough job. I have the confidence that the Engineer and the Staff will be able to resolve these drainage problems and hopefully all the other concerns. We have to rely upon the Engineers to do that. I will vote to approve the project because the development meets the City standards. The Staff has approved the project or recommended approval of the project. The property owner should be able to rely on approval for his project if it meets the City standards and I hope that the economy will improve quickly so that the development can proceed as quickly as possible.

VICE CHAIR BAKER – Thank you. I also support this project. You know we've had several of these infill projects the last several years that I've been on the Commission and they are always difficult because it is not like going out and doing them; a couple of hundred units and when you are doing 16 rooftops in an infill area there are certain issues you've got to deal with, but I think eventually having 16 homes there is going to be a lot better than that dump ground. I was there today and really people are dumping their trash and everything. It is just not conducive to the rest of the neighborhood. So we've got the drainage issue done. I can see the issue for the walkway. One question that I had on that is why are we doing steps as opposed to a ramp?

PLANNING OFFICIAL TERELL – It is because of the change in grade.

VICE CHAIR BAKER – Okay, so you just need to that to get the proper…no ADA issues on that…

PLANNING OFFICIAL TERELL – Right, actually, strangely, sidewalks are not subject to ADA except for at street corners, ramps at street corners and crossings have to meet certain grades and then the cross grade on a sidewalk has to be a certain minimum and maximum, but the actual slope of the sidewalk is not regulated by ADA.

VICE CHAIR BAKER – Okay; I mean a ramp would have to be what 25 or 30 feet long right?

PLANNING OFFICIAL TERELL – It would probably have to be a switchback I would think of some sort

MV00112102

VICE CHAIR BAKER – Yes it wouldn't work. Okay I just wondered.

COMMISSIONER VAN NATTA – It could; it could work

VICE CHAIR BAKER – A switchback?

COMMISSIONER VAN NATTA – Yes, I've seen them a lot of places

VICE CHAIR BAKER – I mean is that an option to do a ramp there as opposed to… I mean are we going to have skateboarders going down through there?

COMMISSIONER SALAS – More on the ramp

VICE CHAIR BAKER – That's what I am wondering. Are we going to create another problem by doing a ramp?

COMMISSIONER VAN NATTA – We could eliminate the problem by eliminating the opening.

VICE CHAIR BAKER – It wasn't clear in my mind when the developer said who pushed for this opening; the developer; the city or the people in the area or what was the deal on that? Why do we need it there?

PLANNING OFFICIAL TERELL – Well do we need it? I think it was suggested by Staff because we saw the potential that there was existing access that was there that would be shut off and whatever you do along Perris Boulevard… the less successful it is, the less likely it is to be maintained and typically what we do on a situation where there is a walkway where it goes through is the block wall stops at the front of the house and there is typically a fence so you don't have people walking across your front yard. There is a fence that goes to where the walkway is, so it is much more open than might… it's not like the walkway has a wall on both sides of it. Typically there is a fence that the front yard is visible, so that the people that owns that house; again making them do it is one thing but people that typically take care of their front yard on a corner lot is a good example. Usually they take care of the side yard but not always and that was another thing was to provide access to the area that these two property owners would be required to maintain, so that's why we encourage the owner to do it and the owner was amenable to doing that. From the testimony tonight, it seems like there is several of the existing owners along Metric that think it is a good idea and then there are others that think it's not a good idea, so it's kind of not a decided issue one way or other, but Staff did recommend this or suggest this as a possibility to kind of address that reverse frontage along Perris Boulevard as well as provide some better access.

COMMISSIONER VAN NATTA – Well I can see it's almost like you have to go all one way or all the other as you can't close it off and then still require them to

maintain the outside. You know if you do one you have to do both, so if you were to close it off you would have to do some kind of hardscape out there that doesn't require constant maintenance or if you are going to leave some sort of landscaping out there that they have to maintain you are going to have to leave it open.

PLANNING OFFICIAL TERELL – Yes it's kind of…

COMMISSIONER VAN NATTA – They are tied in

PLANNING OFFICIAL TERELL – Yes they are tied. You solve one problem but you might create another one. It's kind of a dilemma of many developments.

VICE CHAIR BAKER – You know I still like the idea of the hardscape you came up with. I mean they are still going to have maintain the weeds and we'll put a weed barrier in there, but you out into some of these deserts; especially in Palm Desert and that's all they do now. I know one project I had out there, I had to pull it all out around a building and put hardscape in it and if you've got the right person that knows how to do that, it can look pretty attractive and certainly if you put succulents in and things that don't take a lot of water.

PLANNING OFFICIAL TERELL – Yes yes certainly you could even condition that we look at doing a hardscape with say trees. I mean trees along there would probably make a big difference. That is really the biggest impact when people are driving, hopefully not much more than that 45 along Perris but probably more. They are not going to notice the lilies and the lower stuff, but they will notice the trees and what we often do in areas like this is we do a hedge and trees, which don't require a lot of irrigation or a lot of maintenance.

COMMISSIONER OWINGS – Mr. Chairman is there a consensus to change or to recommend that the condition be changed from green to hardscape? Is there comment?

VICE CHAIR BAKER – Right

COMMISSIONER OWINGS – Well do we have a consensus among the Commissioners?

VICE CHAIR BAKER – Is that something that we need to decide tonight on our conditions?

PLANNING OFFICIAL TERELL – Yes, if you would like to have us focus on hardscape rather than shrubs, yes we would want the condition to reflect that.

VICE CHAIR BAKER - Okay, yes sir

MV00112104

COMMISSIONER DOZIER – If we go to hardscape isn't that still the responsibility of the homeowner?

PLANNING OFFICIAL TERELL – Yes and I think what I hear from the concerns is it is really something that is low maintenance; that could be hardscape; that could be shrubs and trees that don't require… which the selection of those can be done to minimize the ongoing maintenance as opposed to having a lawn or annual flowers or something that takes more maintenance. I've sensed that's really the concern and if you wanted to put in low maintenance or something like that, possibly including hardscape we can work with the Applicant to address that when they do their landscape plans.

COMMISSIONER VAN NATTA – Something that doesn't require a lot of watering

PLANNING OFFICIAL TERELL – And low water; yes

COMMISSIONER DOZIER – Sure, but if we're suggesting a hardscape to solve the problem of the opening, the owner of the house would still be responsible, whether it is hardscaped or softscaped, they are still responsible for maintaining it and to maintain it even it is low maintenance; they'd still not have access even if we shut it off to do that, even it were to have the trees trimmed or the edges trimmed.

PLANNING OFFICIAL TERELL – That's correct. It would be more difficult to maintain if it was closed off.

VICE CHAIR BAKER – Okay, any other comments? So getting to Commissioner Owings, do we need to have a motion or build that into the conditions for a low maintenance landscape outside that wall or …

PLANNING OFFICIAL TERELL – Well I think that's been suggested as a modified condition. What you may want to do is poll the Commissioners and see if they are in favor of that or not and then we would just add it in if you are in favor of it and if you're not we won't.

VICE CHAIR BAKER – All in favor of the low maintenance landscape. All those in favor of the low landscape?

Aye – 6
Opposed – 0

So that's unanimous.

MV00112105

PLANNING OFFICIAL TERELL – Okay so we'll add that in the condition and you need to take formal action on the tract and we're there other issues; I'm sorry…

COMMISSIONER VAN NATTA – We're still kind of divided on the whether or not to leave that walkway open.

PLANNING OFFICIAL TERELL – Right and certainly you can poll on that also. You can take a poll and see what each Commissioner….

VICE CHAIR BAKER – Let's kind of determine on picking up the paper on determining the maintenance or the low maintenance landscape…

PLANNING OFFICIAL TERELL – If I had to guess I think it was slightly for, but you might want to poll and see if there a consensus or a majority one way or the other.

VICE CHAIR BAKER – Okay let's poll on the access to the cul-de-sac

COMMISSIONER VAN NATTA – Closed

VICE CHAIR BAKER – All in favor?

COMMISSIONER VAN NATTA – Of which

VICE CHAIR BAKER – I'm sorry… all in favor of having the access at the end of the cul-de-sac?

COMMISSIONER DOZIER – Alright

VICE CHAIR BAKER – …Of having it…

Aye – 4
Opposed – 3

So we're 4 to 3; is that right?

PLANNING OFFICIAL TERELL – Yes… okay so it sees by a slight majority you are for it.

VICE CHAIR BAKER – Okay, we're not going to agree on everything always. Thank you. I like the spirited debate. That's good. That's really great. Okay, now anything else anybody wants to add to this situation? Okay I think we're ready to go for a motion on the project.

COMMISSIONER OWINGS – Mr. Chairman I move to approve the project with the Conditions that we have discussed with Staff.

COMMISSIONER SALAS – And I'll second that

VICE CHAIR BAKER – Okay we have a motion and a second for the project. Do we need to read that; we probably do? Alright I'm sorry Tom; back on your last page; about page 5… 93, the big number page 5, you just have…

PLANNING OFFICIAL TERELL – Yes the last page of the Staff Report

VICE CHAIR BAKER – Yes the Staff Report. It is either page 93…

PLANNING OFFICIAL TERELL – Yes if you want to make a motion to approve

COMMISSIONER OWINGS – Mr. Chairman, I make a motion to **APPROVE** Resolution No. 2011-12 recommending that the Planning Commission

1. **RECOGNIZE** that the Tentative Tract Map 35606 qualifies as an Exemption in accordance with CEQA Guidelines, Section 15332, as Conditioned, will not result in significant environmental impacts; and,
2. **APPROVE** Resolution No. 2011-12 **APPROVING** PA07-0129 Tentative Tract Map 35606 based on the findings in the Resolution and the Conditions of Approval to the Resolution.

COMMISSIONER SALAS – I'll second

COMMISSIONER DOZIER – Don't we have to say as amended?

COMMISSIONER OWINGS – That should be as amended to address the additional condition of approval regarding the low maintenance landscape with that provision. So moved.

PLANNING OFFICIAL TERELL – A second to that?

COMMISSIONER SALAS – I'll second.

PLANNING OFFICIAL TERELL – I'll second

VICE CHAIR BAKER – All those in favor?

Opposed – 0

Motion carries – 7 – 0

PLANNING OFFICIAL TERELL – Okay this action shall become final unless appealed to the City Council within 10 days.

MV00112107

VICE CHAIR BAKER – Thank you.

2. Case Number: PA10-0022 Modifications to Title 9 of the Municipal Code for Dark Sky

Case Planner: Mark Gross, Senior Planner

ASSOCIATE PLANNER GROSS – Good evening Vice Chair Baker and members of the Planning Commission. I'm Mark Gross, Senior Planner. Staff is presenting the proposed amendment to current lighting standards found in five sections of the Municipal Code. The amendments relate to additions of dark sky, provisions for the general site street and recreational lighting Citywide. Now you may ask why we're actually going through the provisions of updating our Code. There are a number of reasons actually why we are doing this at this particular time.

First of all, the lighting standard modifications are a direct result of a settlement agreement reached in January 2010 between the Sierra Club, Highland Fairview and the City of Moreno Valley regarding the approval of the Highland Corporate Park Project and so we had to actually come back and look at the current lighting standards and see what we can do to make it a little more dark sky in this particular instance. It is also the result of review of concerns of various development projects located in more hillside residential areas in the north and east portions of the City.

Now the addition of the modification of existing lighting standards in this case is going to, for the most part, curtail and revise any degradation of the night time visual environment; the night sky. It is going to minimize or help to minimize glare and obtrusive light by eliminating outdoor lighting that is either misdirected or excessive or in some instances unnecessary. It will also conserve energy and resources to the greatest extent possible and it is also going to help protect the natural environment from the damaging effects of night lighting.

Staff has in this process reviewed existing standards and local jurisdiction and dark sky ordinances and there were a few out there; not a lot of dark sky ordinances out there, but what we did is we focused on a couple of items. First of all, the international dark sky ordinance, and there were sample ordinances that the settlement agreement looked at which wanted us to look at Palm Desert, and there were other cities out east of us that actually had dark sky ordinances, but again few and far between. What I would like to do at this point in time is just to highlight some of the changes that you are going to see with this particular lighting ordinance amendment.

Now the first item that it is going to provide is it is going to revise the development and performance standards to include maximum wattage of light

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bulbs for single family residential and multiple family residential and that would be 100 watts of incandescent lighting and 26 watts of fluorescent and also for non-residential; the commercial and industrial properties there will be a maximum lighting standard of 250 watts of high intensity discharge lighting. The design of all the lighting will be with full cutoffs; so you are going have any lighting with projects that would have full cutoffs and would be fully shielded for residential, multiple family and non-residential properties; so that would be industrial and commercial type properties.

There will be further reduction of light trespass from one property to another so you'll get again a reduction of spill-over lighting from adjacent properties for all non-residential, commercial and industrial and multiple family residential, which is currently measured from within five feet of the property line, and it is now going to be at a quarter foot candle minimum maintained lighting for that area.

Now this does differ from the standard that we have currently, which the measurement is actually at the property line and it is a half a foot candle, so it is reducing the lighting. It is also going to include height limits on hillside residential lighting and not exceeding eight feet with all other residential areas; excuse me that would be hillside residential areas and then all other residential areas not to exceed twelve feet. Non residential lighting height limits shall be a maximum of thirty feet except within 100 feet of the residential use where lighting shall be reduced to a height of 20 feet and there will be a reduction of courtyard and walkway lighting, which would be a maximum of twelve feet in height.

Now in addition, there are going to be a couple of modifications into the general lighting section of the code and two additions you are going to have for lighting for parks, athletic field and trails and it is pretty much taking the standards of what we have and it is minimizing the spillover of lights and it is also going to be providing fully shielded lighting and horizontal cutoffs that would be required and you also have the street lighting section that is actually moving over from one section in 9.08.190 to actually this section, which will again include installation of street lighting solely for the purpose of illuminating public right-of-way and conformance to the City street lighting standards.

Now there will be provisions in this particular code for the addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10 pm or the close of business, whichever is later and until dawn or the start of business, whichever is earlier and I did want to stress with these particular standards that we are looking at, the standards in this ordinance is applying only to new projects and existing projects that are either modified, enlarged, reconstructed or changed from previous configurations. So again, existing standards or existing development will not have to meet these particular standards, they will meet what is in place currently before this standard would go into effect.

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Now tonight the Planning Commission would be required to review and provide a recommendation to City Council on the proposed lighting development code amendment. I did want to mention that based on the environmental review of the proposed amendment, the item is exempt from California Environmental Quality Act, CEQA Guidelines, pursuant to Section 15061 in that there is no possibility that the proposed activity may have the potential for a significant impact upon the environment.

Noticing was provided for this amendment as a 1/8th page display ad in the local newspaper. A copy of the notice was also mailed to Sierra Club and George Hague who was involved in the initial law suit and subsequent settlement agreement and we did tonight or today I should say, receive a couple of… we actually had one call and we had two emails and I believe you would have gotten a couple of those emails. One actually is from the Sierra Club that pretty much is recommending support of the ordinance amendment as recommended by Staff and presented this evening. That concludes Staff's Report and I'll be happy to answer any questions.

COMMISSIONER OWINGS – Mr. Chairman, may I address some questions?

VICE CHAIR BAKER – Yes, surely

COMMISSIONER OWINGS – Mr. Gross, just some background information for this; for my behalf and maybe possibly for the other Commissioners just to clarify. Out of the lawsuit, it was agreed with the City or in the settlement agreement that we would just look at these standards. I notice in your Staff Report that you made a survey of several cities; surrounding cities; Redlands, Riverside I believe do not have a similar ordinance. In your survey of those cities was there any information from the staff of those cities why they do not have this?

SENIOR PLANNER GROSS – Well that is correct, that the surrounding cities did not have a dark sky ordinance. They were some provisions like Riverside I think have some very minor provisions in their Code, but I did not see anything or any specific dark sky requirements for the other two cities.

COMMISSIONER OWINGS – Were any of those concerns possibly potentially public safety concerns or economic impact and development concerns that cities do not have these because who is against dark skies, so there must be some reason why the cities around us have chosen not to adopt these standards.

SENIOR PLANNER GROSS – Well, I think you are seeing more and more opportunity to provide these types of standards. I think in my review of what I looked at as far as a survey, the majority of the cities that I looked at other than Beaumont which is very close to us, there was a full dark sky ordinance involved with that city. Of course Palm Desert and some of the desert communities had it. From what I see the majority of the areas that actually provided these standards

MV00112110

were more rural in nature and they were more of a kind of I guess recreational-type community. John may want to add to that.

PLANNING OFFICIAL TERELL – Yes, if I can interject…we're calling this a dark sky ordinance. If you've been to some place like Prescott, Arizona or Sedona, Arizona, this is not that type of a dark sky ordinance. The minimum and maximum foot candle in the proposed ordinance is exactly the same thing as the proposed ordinance, so we're not reducing any amount of light but basically directing and shielding it. There is a proposal in here which actually matches what we do in City parks currently which is a reduction of 50 percent of the lighting after a business is closed. That is exactly what happens in the city parks today.

COMMISSIONER OWINGS – Mr. Terrell has there been any estimation about the additional cost to the City in terms of enforcement. In yours and my tours of the City, it seems like the City is so strapped in terms of enforcement that it can't even enforce the City sign ordinances, so every block you go to you see a violation of the City's current sign ordinances, so has there been any estimation about the additional cost placed on the City for enforcement and also has there been any study done in terms of public safety. I mean this is a community that is much different than Prescott, Arizona…

PLANNING OFFICIAL TERELL – Yes and that's why I was pointing out that it was different. The Police Department was part and Mark didn't say this but it was I think in his report, we had an inter-staff committee that included members from the Police Department, our street lighting folks, public works; all the folks that are involved and some parks and recreation and so this was vetted through them. There was not a particular concern from the Police Department that this was going to cause issues as long as there was still lighting over doorways and entrance ways and that is not required to reduce by 50 percent at night.

COMMISSIONER OWINGS – Was there any survey or study done that would give us some indication as to the possible or the potential cost to the new developers to the community who are thinking about developing here? If you can go to Redlands and not meet these standards or you can go here and have to meet the standards. Was there any type of discussion along those lines?

PLANNING OFFICIAL TERELL – We did not. The other thing that is in Mark's report was we did send this out to all the lighting companies that have done business in the City in the last three years with a copy of the ordinance requesting their input and unfortunately none of them chose to provide any input, which you can say they were too busy or you can say they didn't have a major concern, so we can't interpret why they didn't respond, but we did make that outreach. I would pause it that since we're reducing the lighting requirements potentially, that it is not increasing the costs. There is a cost for shielding the lights. We already require shielding of lights so this is just putting it in the code

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something that is pretty much required on every development already, so I understand your concern. If I had to pause at a reason why say the City of Redlands doesn't have this, it is probably because they require these things through some other venue or they have a very old code. I don't believe that there is anything in Redlands or Riverside where you drive through neighborhoods and there are glaring light problems there, so this is not meant to be revolutionary. I was at and you are correct though, this is the study; this Staff's recommendation based on looking at these other communities, it our recommendation on reducing lighting levels to potentially create a better aesthetic and not affect public safety, because that was very important and that's why we included the Police Department in the review of this ordinance.

COMMISSIONER OWINGS – Well thank you very much, I appreciate it.

COMMISSIONER DOZIER – I didn't understand full cutoff? Could you explain what that means by full cutoff? I assumed it just meant cutting the light off but you know…

COMMISSIONER OWINGS – It has to do with cutting the lighting off and shielding yes.

COMMISSIONER DOZIER – Okay, so full cutoff versus what half cutoff.... I mean…

PLANNING OFFICIAL TERRELL – It means that and if you look at most lighting fixtures in newer developments or even in older developments like Town Gate Project, it means that there is a shield that goes around the four sides of the light. There certainly are lights where they are cutoff; ball field lighting is a good example where it doesn't have full cutoffs because they are trying to cover a much wider area and full cutoff is like this; ball field lights or some other lights you might find something like this. The opposite of that is the kind of lights that people have that tilt up and shine directly out and that's not a full cutoff, so the idea is that all four sides of the light focus the light down towards the ground where you are trying to provide visibility.

COMMISSIONER DOZIER – I think I understand that. Now if you are taking a light bulb that is 250 watts and you are putting full cutoff and you are directing the looms down to the ground you are getting less lighting out around that, so if I'm in a parking lot the light is coming down but it's not necessarily going out in that direction. I understand the desire to want to cut and diffuse lights so that we can see the sky; I guess that's the Sierra Club's position. In some of our newer shopping centers I think we've used this full cutoff lighting and I get a little concerned because in a parking lot where people have to go some distance to their car, it does cut down on the visibility within that parking lot.
In some parking lots and I'm going to use an example; I'm going to use Fresh N Easy on Iris and Perris. I've been in that shopping center in the evenings and it

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is very dimly lit once you leave the light even around the store. Even around the store there is not a lot of lighting, so I find it a little hard to accept that there wouldn't be a problem with Police enforcement because it's just not as lit and I even have concerns about my wife if she is parked too far away from the front of that Fresh N Easy getting to her car because the looms are different and the lighting is different from other shopping centers that don't have those.

So I kind of would feel a lot more comfortable if someone would categorically say to me that cutting in a public shopping center, the ability to light that parking center parking lot that that is not increasing the potential for more crime or illegal activity. Everybody would like to see the sky but we would also like to be safe when we go out at night. A lot of the communities that we used as an example are more rural and they are out in the desert, they have clear skies and they see more stars than we might ever see, so it might be little unfair to use those cities who are trying to get that view, especially if you got out to Arizona or places in the desert. I just feel more comfortable if I thought that the overall policy wasn't going to cause situations that would put the public perhaps in more peril because of the lack of light at night. I don't get that based on what I read in your report. I understand the reason for it and I understand why the Sierra Club is pushing for it, but I'm not so convinced that the safety factor is there.

COMMISSIONER OWINGS – Mr. Chairman, I follow your remarks. It's not only in the urban areas or in the developed areas because there is plenty of examples of what you are talking about; the new Target on Nason. There are parts of that area out there you know, you could probably steal the bank and no one would know, but talking that a step further to your own personal residence, shouldn't you be the judge of what wattage or lighting is necessary for your home to be protected and be safe and this ordinance seems to take or these changes to the proposed ordinance seem to take those discretions away from the homeowner and the property owner. Now I was a 23 year resident of Redlands; you're a resident of Redlands now, there are plenty of areas in Redlands that have just as many problems as this City has and those are people with the main deterrent of crime in those areas is well lit properties and you can into those areas of Redlands and you will see they are lit and I'm sure it's the same in Moreno Valley, so I think it's more broad than just a question of the developed areas. It is the personal safety of the people in their own homes.

PLANNING OFFICIAL TERELL – But again to respond I guess, is that we did have the Police Department review this proposal. They did not express any particular concerns. Their main concern was lighting as far as crime, lighting over doorways. The minimum lighting standard isn't changing based on this ordinance.

COMMISSIONER OWINGS – But Mr. Chair it does have a minimum on the property owner for I think you said it was 100 watt.

PLANNING OFFICIAL TERELL – Well the minimum lighting that is required is one foot candle in a commercial center, so I think that was Commissioner Dozier's concern in a commercial center. The minimum lighting standard is not changing. As far as yes on single family residential, there is a maximum wattage. You asked about compliance and the cost of doing that, like any ordinance that we have; voluntary compliance is 99 percent of what occurs. This would only most likely come into play; this would only come into play for obviously industrial and commercial where we would actually review the lighting the plans and make sure they meet the standards and that is not changing, but on single family residential, we don't have lighting plans for single family residential unless they are building something like a lighted tennis court and then in fact the code has always had a requirement plan where people are putting in a lighted tennis court.

COMMISSIONER OWINGS – So to clarify, is this portion just a revision, redundant, unnecessary or all of the above.

PLANNING OFFICIAL TERELL – Redundant… it provides an opportunity for people that are bothered by high light levels to have a fixed standard so that when there is a complaint, we actually have something; a specific standard to…

COMMISSIONER OWINGS – And that comes to my next point, because if you are not willing to take care and enforce the thing across the board to all people concerned, then I really have a problem with ordinances and laws that go unenforced. I don't believe we really need a law that isn't enforced. Your comments to me about the sign ordinance; why have one if we don't enforce it. I think there are a lot of priorities in the City that should come first before this priority and I intend to vote no on this and I appreciate the Staff's work on it and your honest portrayal of it. Thank you.

VICE CHAIR BAKER – Okay who is up next?

COMMISSIONER VAN NATTA – I kind of see some truth in what he is saying there. I was listening to this and you know you are saying eliminate unnecessary lighting and you're talking about residential lighting and I'm like who decides what is unnecessary. If we're going to put something in place that enables my neighbor to call in for enforcement because they feel that my porch light is a little too bright, you know it is getting a little bit too intrusive and I didn't write down what you said was the maximum watts allowed in residential, but what was it; 110 or 120…

PLANNING OFFICIAL TERELL – 100 per light bulb.

COMMISSIONER VAN NATTA – 100 watts?

PLANNING OFFICIAL TERELL – Yes 100 watt light bulb

COMMISSIONER VAN NATTA – I don't like that. I mean if I want a really bright light in my house I should be able to have it without having some sort of rule saying that I'm not going to, but if you are going to tell me that and you're not going to enforce it anyway, why even put it in. That doesn't make sense. The other question that I had is how is this going to affect somebody who is going to bring a business in and then they are told or by the way you may feel it is necessary to leave the exterior of your building well lit at night to cut down on vandalism and graffiti and trespassing and all that kind of stuff, but we're going to tell you that at 10 o'clock you are going cut that way down. The same was mentioned about the parking lot lights. Maybe we don't have numbers that say that a less well lit parking lot is going to reduce crime, but if I'm walking through a parking lot, I like to be able to see where I'm going and not worrying about tripping and can I see what I'm doing when I'm putting my groceries in my trunk and things like that. It's all very well and good to say that as a City when we are installing the City lights; the street lights; the exterior lights and everything; those be shielded, but is it really necessary to put all of these restrictions that might affect the willingness of somebody to bring more business to the City.

PLANNING OFFICIAL TERELL – Yes I agree. This is from our research, I anticipated that requiring the reduction of the lights after 10 o'clock might be one of the more controversial elements of this and it is certainly within the purview of the Planning Commission to make that voluntary rather than mandatory or to say we're not going to do it at all, but the current standard requires people to have their lights on all night long even if their business is closed, so this is kind of saying going the other way that we're going to require that you lower the light levels for energy conservation, but certainly the Planning Commission if you so chose could say don't do it at all or make it voluntary. You're the advisory board and we're just making the recommendation.

COMMISSIONER VAN NATTA – Well then if it is not necessary to have the lights on all night long, why can't you just make that simply optional; you can have your lights at night or you can turn them off. It is your choice as a business owner how well you want to have your building lit and how much you want to pay for your electricity.

COMMISSIONER OWINGS – Well I think as a business owner; speaking as a business owner, we have the ability to make those decisions on our own without the City telling us and as having the distinction of having the single largest one day loss in the history of American road insurance; 625 thousand dollars for 23 vehicles stolen, lighting is certainly proven to be… it was the silliest conservation thing we've ever done was to cut the lighting off at midnight and suffer a 625 hundred thousand dollar catastrophic loss of which the insurance covered it, but the deductible was several hundred thousand dollars and so I think each businessman has to make that consideration.

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The second thing is this, a new business coming into town, you said you'd grandfather certain businesses; well lighting for fast food and things of that nature is certainly a plus for a new business would be at a disadvantage to an old business as a result of the fact that one business across the street would be able to brightly light himself through all his hours of operation and a guy across the street might not. So those are all considerations and it is a little bit like getting closing the barn door after the cows are gone. This is a City of 150 to whatever estimate you believe thousand and to start making these now you know in anticipation of us doubling or tripling I think is unrealistic.

COMMISSIONER CROTHERS – I definitely like the idea of the dark sky for communities where you go to expect to see the dark sky. Communities such as Palm Desert, Palm Springs, Beaumont, Encinitas and San Diego; those are all cities where you go specifically to see the dark sky; to see the ocean; to see the views; to see Tempe, Arizona where you see all the rocks around you and those formations. This City is not like those cities. This City is very well populated and there are businesses all over our City and I think my main concern is safety and security. I don't want the light in the parking lot facing down and shining on my feet. That is not where the person's face is that may potentially attack me. I want that face well lit so that you know if anything happens there is a camera around and that face can be caught on camera. I don't think that me being a single female you know, working and shopping in our City, I don't think it is safe to cut off the lights. I can't get over that and I can't vote for this project knowing that I could be putting people at risk and I think that the lighting standards that we have already in place are doing just fine. I don't think that I've ever been somewhere and thought to myself oh my gosh it is just so bright and I wish they would cut these lights off at 10 pm. In fact in a lot of places at 10 pm I'm thinking to myself I wish there were a lot more lights around here because I don't feel safe getting out of my car or driving around the neighborhood.

PLANNING OFFICIAL TERELL – I'm sorry I didn't mean to interrupt but we're not in the deliberation stage of it yet, we're in the question stage, but understood, but I will remind everybody that the cutoffs are a current standard. They're not a new standard and the lights are at 20 or 30 feet in a shopping center, so the idea is the coverage is I believe it is a one foot candle at a certain distance above the pavement. It is not at the pavement, so just to clarify, but we are still in the question/answering stage and I believe you may have a Speaker Slip so we need to kind of avoid deliberation yet.

COMMISSIONER CROTHERS – Okay I think I have one more question.

VICE CHAIR BAKER – Okay one more question here.

COMMISSIONER VAN NATTA – So a couple of things you say we already have this in place and we already have that in place, can you maybe very simply tell us exactly what is changing with this rather than just reading the whole thing

because now you are saying we already have a cutoff at 10 o'clock or whatever. What is different; what part is different?

PLANNING OFFICIAL TERELL – I think Mark identified those and I'll reiterate them. The first change is limiting specifically the wattage of the bulbs that can be used in residential and commercial. So that is a change. Currently we rely on the minimum and maximum foot candle, so the minimum and maximum foot candle aren't changing but the type of fixture you can have is limited by this proposal. So that's a proposed change.

The second is this concept right now we allow a half foot candle at the property line. This would reduce that to a quarter foot candle five feet back from the property line. That is usually the landscaping, so that is a standard that is more stringent than the current code.

The third I believe has to do with the height of the fixtures. In a hillside area I believe it is currently 12 feet and we're suggesting 8 feet as the maximum height of a light fixture in a hillside area. The residential limit of 12 feet isn't changing. The maximum in a shopping center of 30 feet isn't changing. The stepping it down to 20 feet closer to the property line is a change and for courtyards; we usually refer to this as pedestrian level lighting in the courtyard of an apartment building, that would be a maximum of 12 feet and the current standard is 15 feet.

Reducing the lighting by 50 percent at 10pm or when the business closes, whichever is later, that is a change. The current standard actually requires the lights to be on all night long, so the property owner doesn't have the option of turning them off or reducing them under the current code. Adding in specific standards for public parks; we have standards for public parks but they are in the Public Works Code but this adds it into the code to kind of provide consistency and so the public can go and say what is the standard for that and it will be in the code, so that's not a change, but we're putting it in the code. The street lighting is not changing at all. That is a section of the code that we're moving from one area of the code to another. The wording is changed slightly but again street lighting is a public works standard and…

COMMISSIONER OWINGS – Mr. Terrell, not to interrupt your thoughts…

PLANNING OFFICIAL TERELL – No, those are all of them

COMMISSIONER OWINGS – But how would this affect future development in the Moreno Valley Auto Mall?

PLANNING OFFICIAL TERELL – The Auto Mall is exempt because it is in a Specific Plan that has its own lighting standards, but the lighting standards currently in the Auto Mall don't meet the City standards. They were unique

standards specifically because of the use that is there, so they are exempt from this.

COMMISSIONER VAN NATTA – So basically we could make all these changes and because existing things are exempt and certain specific areas are exempt, it really wouldn't make much change at all except for in a few places.

PLANNING OFFICIAL TERELL – The changes I would say are relatively minor but there a few of those points that you all have had some significant discussion on, so we're starting to get into deliberations so I'm trying to stop short of that, but I just wanted to point out what the specific changes are and as Mark said they do only affect new development. There a few areas that are exempt and the Auto Mall is specifically one that is exempt and it is primarily for new development but those areas that I mentioned, those are the areas that are changing. The other thing we tried to do here is really integrate the whole lighting standard so they are all in one place just to make easier for people to find them. That has nothing to do with dark sky; it has to do with making it a more accessible code section.

COMMISSIONER VAN NATTA – Okay so the full cutoff and the full shielding and stuff you were talking about, that isn't a change that is already in place?

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER VAN NATTA – Okay so if you have full cutoff for full shielding, what is the difference between an 8 foot light and a 12 foot light as far as the dark sky is concerned?

PLANNING OFFICIAL TERELL – Well obviously the closer you have the light to the ground the less spillage you have because the light is still going to spill out, but it doesn't make a big difference. Having a lower standard on a hillside is… when you are a hillside and our hillside ordinance is very stringent; the idea is that if you look up at the hill you will more likely see the lights of the houses as opposed to street lights or lights sticking up above them. That is not a significant change, but it is meant to reduce the light levels in the hillside areas only.

COMMISSIONER VAN NATTA – But doesn't that bring the light down to where like you know maybe a vehicle passing under them can hit them or I mean I can reach 8 feet myself and touch a light. Wouldn't that be more prone to damage or something if it was shorter?

PLANNING OFFICIAL TERELL – Well it doesn't refer to street lighting, so street lighting standards are different, but the private lighting; yes even a 12 foot light… there are vehicles that certainly could hit those but the intent is that most lighting in a residential area neighborhood is either on a post that it is on the front yard or along the side of the driveway or it is on the building itself and it just lowers it a

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little bit. The 12 foot standard for single family has always been in the code and that's typically right over the garage door would be about 12 feet.

COMMISSIONER VAN NATTA – But then if you lower that to 8 feet then they wouldn't be able to put it in the eave of a house to eliminate the backyard…

PLANNING OFFICIAL TERELL – That is correct. In the hillside area that would be restricted so that's certainly something that you may want to consider.

VICE CHAIR BAKER – Are there any other questions? Okay we're going to open this item up to our Public Comments. The first one will be Michael Geller.

SPEAKER GELLER – Good evening. You know this is a time when you just say no. This kind of garbage; this is extortion by the environmentalists who don't care about anybody but themselves. The light is out of the bottle. Who is kidding who? You're not going to see the sky in this City. Anyone who thinks they are, are living in fantasy land. You can pass all these new ordinances to just make it harder for anyone to develop; create a double standard or so called double standard; create an enforcement nightmare and you're still not going to see any stars. You know get out and look.

I was here 26 years ago when you used to be able to see the stars. It's gone. It's done. I regret it to some extent although we didn't have any street lights; that's why we could see the stars. There were no street lights and the street was pitch black. We've chosen public safety over some things and that's the way it goes, but you know this extortion by these environmentalists to force the cities to do things that aren't necessary; aren't needed; don't need to be here; just adding new enforcement mechanisms and new little games to play and more ways to challenge developments is not a positive way to move things along.

We need to tell people if you want to get an ordinance passed then fine lobby and get it passed, but hold a gun to someone's head to try to get an ordinance passed and that's exactly what happened here. The Sierra Club held a gun to try and prevent development in the City. Enough is enough. Tell them no. The City did their part. All the Settlement Agreement said was you had to look at it; you've looked at it; say no; recommend to City Council and turn it down in full and be done with it and you know let's show that the residents in the City; not the three members of Sierra Club are going to run the City and tell the City what to do and you know we have rights too. You know all the rest of the residents; our Sierra Club members also have rights; people that own land have rights and enough is enough. You know there is nothing wrong with saying no.

You have a lot of legitimate concerns, but the biggest thing is that it is unneeded; it is unnecessary. It is not going to serve one iota of good. We're not going to see any stars. You know if they want to see the stars they are going to have to go out to the desert. It is an unfortunate truth. It's just the way it is, but this isn't

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going to change it and why do get into these fantasies that we're going to fix problems that can't be fixed by all these band aid ordinances. All it does is to make… instead of 400 conditions, they'll be 500 conditions of approval to get a stupid project approved and you know you can say enough. The City has done its part and I would hope that you'll just tell the City Council no and if they want to pass it then they'll pass it, it's ultimately their choice, but you know it is your choice to tell them we don't think it's needed. Anyway thank you and I have to go pick my wife up from the airport.

VICE CHAIR BAKER – Thank you Michael. Our next speaker is Steve Jiannino. If you just state your name and address so we can have that on the record.

SPEAKER JIANNINO – Okay I'm Steve Jiannino and my address is 24701 Valley Ranch Road, Moreno Valley and I have to disagree with Mr. Geller. I can see the stars. I live in the hillside. I live off of Ritchie Vista. I can see the stars and I would like to continue to see the stars. It's a wonderful thing, so I want you to recommend approval of this to the City Council. Thank you.

VICE CHAIR BAKER – Okay, thank you. Okay we have no more Speaker Slips, so I'll close Public Testimony and now we are going to go into Commissioner Debate.

COMMISSIONER CROTHERS – I won't take up too much time saying what I've already said at the wrong time in the meeting, however my standing is that in cities such as Palm Springs, Encinitas and San Diego; those are the cities where you really go to see the dark sky; you go to see… you know if you went to the desert and didn't see the stars, you would be sorely disappointed in your visit in the desert. That is just one of the attractions to it. I think that Moreno Valley as a whole has a good lighting position already in place and I don't think that this will serve to provide any more dark sky to the people who already live here. For Mr. Jinnino I envy you, I wish I could see the stars from my house, however you know I live in the middle of a development and I'm not lucky enough to live on the outskirts or in the hills; maybe someday, if I'm here that long. But you know, I do have to say that we've looked it; I've read it and I'm going to have to say no.

COMMISSIONER RAMIREZ – Thank you. In the wake of the most recent events that have taken place in our community, I'm very concerned that eliminating or reducing any kind of lighting is going to help our community as far as security goes. Having served in the Marines and having served in combat I know that strategically in order to operate efficiently it is easier to do it in the dark where you can't be seen. That's where you can operate and get away with things, so reducing lighting is not only going to promote crime but I believe it is going to make it more difficult for people to witness crimes as well, so I understand all sides and I can hear all sides of the discussion, but as a whole and for the utmost security of our community and given the wake of things that have happened and transpired in the last six months, I don't believe that reducing

MV00112120

any lighting is going to help us here, so that's all I have to say and therefore I will be voting no against this. Thank you.

COMMISSIONER DOZIER – Well the first condition or the first change was limiting the bulb wattage for residences. I think that's kind of intrusive. I think I agree with my fellow Commissioner Mr. Thomas Owings that that is intrusive and I don't like that. I just feel like for my own personal safety and the safety of my family that I should be able to decide how much light I need in my front or my back, so I don't agree with the first change right there and you know if you pass an ordinance like this, the Home Depot and all of the different stores are going to know that ordinance exists and they are going to change their stock and they are going to make it more difficult for me to light my house the way I want to light it. I just don't see; I just couldn't go along with that I'm going to vote it down even just for that one reason. I don't hold any avarice against a Sierra Club for trying to save the natural world so to speak; that's their mission; that's what they do; but there are some limitations. There are some limitations when they are forcing some of us who aren't quite as passionate about some of those issues as they are and they certainly have tried to impose some of those on us that I think in this case affect our personal liberties and some of our choices and I don't appreciate that. I think you can be over-zealous and you can love something with so much of a passion that you infringe on the rights of others to make those decisions for them and that's unfortunate. I think that is happening in this case and I will vote against it as well.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – I think I already said it too. I think we'll begin learning when to ask questions and when to debate, but this is our first night so we're granted a little bit of leeway I think. Yes just going through the points where changes are being made, I don't see any need; any reason for these changes. I don't personally have any 100 watt bulbs in my house, but I reserve to put one in if I want to or 150 watt or whatever I can find if I decide for some reason I want more light. I think when you start cutting down the amount of lighting that the business owner can have around the perimeter; around their building or restricting the owners decision about when to have lights on and not to have lights on around their business, that should be the business owner's decision. I don't like the current requirement that they keep them on all night long either; you know let the business owner decide how much light they need for protection of their premises and as for the hillsides; if I have a two story house or even a one story house on a hillside and I want to put a light where I can illuminate my landscaping or my patio area or whatever and I'm restricted to putting it at 8 feet which is just a couple feet above the top of my head, you know it is very restrictive. I'd have to put in twice as many lights to get the coverage for my landscaped backyard or whatever for those patio parties and all that, so I just don't need to say anything more about it. I don't like it.

MV00112121

VICE CHAIR BAKER – Thank you

COMMISSIONER SALAS – Yes I'll be short. I just don't… I'm not behind approving an ordinance that I think it is impossible to enforce. How are we going to enforce this? We don't have enough code enforcement and for a lot of other stuff that is a lot more important than this, so I'm not for it either.

COMMISSIONER OWINGS – I just would like to address the City Staff that lifted an eyebrow when they thought that my comments were slipping and away from questioning and into deliberation. Those were rhetorical remarks and meant to be rhetorical questions. You know one thing you said when you were talking to me in the questioning period when the real questioning period was, that there was some consolidation and Staff felt comfortable about those consolidations of getting all these type of lighting type issues into one area. You know I would really recommend and support a move to do that because anything that makes it easier and clarifies those things for developers and citizens makes sense, so I would hope that we wouldn't have to come to one of these type of ordinances in order to do those kind of consolidations and would recommend that Staff do that whenever possible and bring those to the Planning Commission and the City Council on their own volition when those changes need to be addressed. I've already made myself clear as to how I'm going to vote against recommending this to City Council and thank you very much for your good work.

VICE CHAIR BAKER – Okay on this lighting ordinance I'm of the position that more light is better than less for our security issue and with things that happen. We need the lighting level. I can appreciate maybe consolidating some of that together. I don't know how we do that without rearranging our ordinance or something. How is that done? I can see if you move something over from public works into the lighting deals but do you have to change the whole ordinance to do it?

PLANNING OFFICIAL TERELL – Yes well based on your discussion and this is the kind of discussion that we are supposed to have at Planning Commission, so what I would recommend for your consideration is that you approve the ordinance excluding of the provisions that increase the regulation; so those specific changes that I mentioned. You can approve the consolidation aspect and the wordsmithing; what I call wordsmithing and fortunately based on staffing levels this is when we have the opportunity to suggest some of these things because there is urgency to do something so we can… when we look at an ordinance, we don't sit back and say they want a recommendation on dark sky and that's all we're going to do; we kind of look at where we can fix what is not necessarily broken but might not be as clear as it could be, so I mean I would suggest that you might want to approve the consolidation aspect of the ordinance and delete those items that are changes that increase the regulation on the lighting levels and based on that the Council can agree or disagree, but then what we would do is we would go back and revise the ordinance and this is

MV00112122

maybe what we might want to do now, is we could take your input into consideration; revise this ordinance; bring it back to you and then you could recommend that ordinance to the City Council. They would also see the original proposal and they could decide Plan A or Plan B.

VICE CHAIR BAKER – I think that makes a lot of sense.

COMMISSIONER OWINGS – I think that makes more sense because I would not want to be in a situation where we are sending mixed messages to the Council. The message this Planning Commission should send to the Council is this. We don't want the Dark Sky Ordinance period but we do recognize that Staff needs to have some consolidations of these. It is unfortunate that you chose this as the vehicle to do that in my opinion. I appreciate your situation…

VICE CHAIR BAKER – Part of it we were mandated by the Sierra Club right, so that was part of it.

COMMISSIONER OWINGS – But it was our choice to try to and consolidate ordinances using it as a vehicle. It was an opportunity that presented itself to you guys to do something that needed to be done and for that you should be applauded. But I just really wouldn't want to put the same message out to the City Council that we liked it in any way shape or form.

PLANNING OFFICIAL TERELL – And again as I said you choose to, you could ask Staff take your comments into consideration and come back with a revised ordinance that incorporates those comments and then you get to review it again and you could recommend that there is no urgency for it go…

COMMISSIONER OWINGS – Speaking for myself, I would prefer not to do that. I would prefer to vote the recommendation down with the recommendation that the Staff come back with those consolidation efforts in a second ordinance.

PLANNING OFFICIAL TERELL – The only reason I'm suggesting doing it this way is because we've got to go Council anyway, so we're going to Council and then theoretically they would generally, I think support…

COMMISSIONER OWINGS - I know you guys think is form over substance but really the message has to be clear from the Planning Commission that it doesn't in my opinion; that it does not want this ordinance and mixed messages in any way shape or form. It just needs to make a clear statement that that is what we stand for and if you guys want to consolidate those types of ordinances we can do those separately. I realize that it is more efficient your way but I think it sends the wrong message.

VICE CHAIR BAKER – We're not under the hammer to move on. I mean we can deny this tonight and then at a later date if you want to bring that back like

Tom says to consolidate, we can look at that at a different time. We can get this thing off the board here.

PLANNING OFFICIAL TERELL – Yes you can do that but you're making a recommendation of denial so for us is potentially…

VICE CHAIR BAKER – We're going to need some help here whoever makes this because if we move to approve then we move against the approval.

PLANNING OFFICIAL TERELL – No, we'll work on that in a minute

VICE CHAIR BAKER – It gets a little hairy in these deals

PLANNING OFFICIAL TERELL – You can take whatever action you like to send, but the message you're sending… you're recommendation is going to City Council and…

VICE CHAIR BAKER – They can override that too

PLANNING OFFICIAL TERELL – They can override that or change that, yes

VICE CHAIR BAKER – And they have before

COMMISSIONER VAN NATTA – The only thing that I wanted to say that I didn't; that I would like to see that is kind of hinted to in this is that the lighting being reduced after the business closes and you're saying the current code requires them to stay open to stay lit all night long; that they have the option of reducing their lighting after closing or after 10 pm, whichever is later or whichever is earlier; sorry.

PLANNING OFFICIAL TERELL – Okay and as you know and any… we do verbatim minutes of the meeting, so whatever you said tonight will be in the packet for the City Council, so we'll see all your discussion.

COMMISSIONER OWINGS – We have to hope that they read that though

PLANNING OFFICIAL TERELL – And certainly to the extent and Mark is an expert at this; what we would do as part of the Staff Report is we would highlight the concerns and certainly that one or more Commissioners mentioned this or that. We try to characterize that in there, so it's very helpful to note that there is something there that is maybe a current change from the code that you might want to recommend.

COMMISSIONER VAN NATTA – If everyone else feels the same way as I do about it.

MV00112124

COMMISSIONER OWINGS – So some housekeeping here a little bit… when the Planning Commission as a group wishes the Staff to take a look at these types of inconsistencies in the ordinances and to try to correct those is there a mechanism that you suggest we do in terms of do we pass a resolution; do we…

PLANNING OFFICIAL TERELL – No pretty much what we do is when we have discussions like this; I have a list in my office. I write things on my list and someday when we get to them. Literally that is what happens because we try to do what I call a cleanup ordinance. We used to be able to do them every year and now it is like every other year, so we add these kind of clarifications in with that, so it will go on the list regardless, so you don't need to take a formal action.

COMMISSIONER OWINGS – So then in terms of just a matter of procedure for my knowledge, when you have a negative, I noticed the previous minutes there is just this tremendous agonizing over how to vote yes when you are meaning no and can a simple motion to deny; couldn't someone make a simple motion here to recommend that the City Council not approve this ordinance pure and simple?

PLANNING OFFICIAL TERELL – Yes you can and what you'll need to do based on that is we'll bring back a resolution for validation at your next meeting that is I guess…

COMMISSIONER OWINGS – That would be more reflective of our thoughts

PLANNING OFFICIAL TERELL – … that you're not recommending and so your action tonight if I understand and I think I pretty well understand and the consensus here is that you would deny the proposed… so it's really deny… well don't deny the resolution; basically recommend; take number 2 there and change approve to deny and that's what you do and then based on that we'll bring back a resolution that reflects that action. You'll adopt that resolution of recommending denial and then we'll bring that forward to City Council.

COMMISSIONER SALAS – So we approve to deny

PLANNING OFFICIAL TERELL – No you would just read number 2 and your' action would be to deny the revisions and so it's that number 2 and then based on that we'll bring back a resolution that reflects your viewpoint and then you'll approve that resolution.

COMMISSIONER RAMIREZ – In essence that motion then would not read the preamble and the number 1, you would just move to and then start reading number 2 with the word deny to accomplish what you are asking.

VICE CHAIR BAKER – Okay so are we ready for a motion to move forward on that?

COMMISSIONER SALAS – So I'm going to read 2, right?

VICE CHAIR BAKER – Change Approve to deny

COMMISSIONER SALAS – Okay… **DENY** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

VICE CHAIR BAKER – Very good; do we have a second?

COMMISSIONER OWINGS – Second

VICE CHAIR BAKER – Okay, do a wrap up vote; all in favor?

Opposed – 0

Motion carries 7 – 0

VICE CHAIR BAKER – Staff wrap-up…

PLANNING OFFICIAL TERELL – Okay I have a question and I just want to just kind of a… on Commissioner Van Natta's suggestion, is there general support for doing that or allowing flexibility in having a property owner able to reduce their lighting after they close their business or is that not a consensus?

COMMISSIONER OWINGS – I need to ask a question of you? The purpose of that ordinance is that for public safety; was that the intent of it to cause businesses to keep their lights on so that it would aid in law enforcement?

PLANNING OFFICIAL TERELL – We're not sure because when we posed that question to the representative of the Police Department, they said it wasn't their requirement, so it may have been someone's intent to do that but…

COMMISSIONER OWINGS – Well would it have been their recommendation I guess would have been the appropriate response from them would have been, it's not their requirement but we would like to see it. Guessing would it be their…

PLANNING OFFICIAL TERELL – No, actually in talking with the Police Department the amount of lighting wasn't the key, it was that it was the type of lighting. They were very concerned about the type of fixtures so that you know it was a white light that actually…

COMMISSIONER OWINGS – Right, as opposed to the amber…

PLANNING OFFICIAL TERELL - … amber and the most critical was when businesses are closed, the most critical was the lighting over the doorways and that's what they were very concerned about. They weren't concerned about…

COMMISSIONER OWINGS – But they would like to see that on 24 hrs. a day if they could or at least at night time.

PLANNING OFFICIAL TERELL – Well the idea is this doesn't recommend that the lights be turned off, it just allows them to reduce to 50 percent. If you want to go further and say you know you can turn the lights off…

COMMISSIONER OWINGS – I think it requires further… I like the spirit of the Commissioners, but I think we really need to look into that.

PLANNING OFFICIAL TERELL – Yes, so if the consensus is just to kind of leave that as kind of a suggestion and not as recommendation. I just wanted to clarify that.

COMMISSIONER VAN NATTA – Well I think what you had said earlier when you were speaking to the representatives from the Police Department; they said their only concern was that the doorways be lit, that I think that could be something we could say give the business owner the option after closing or after 10 o'clock to reduce the lighting as long as the doorways remain lit.

COMMISSIONER OWINGS – That's closer to being agreeable.

PLANNING OFFICIAL TERELL – Okay, yes. Does that seem like a general consensus? Just nod.

COMMISSIONER OWINGS – But you probably should put the provison on it that you do have this discussion with the Police Department and make sure that is the way.

PLANNING OFFICIAL TERELL – Right and any final recommendation; any final ordinance should be reviewed, because that is somewhat of a change from what we suggested, so we would still want to review that with the Police Department before anything was actually adopted. So with that, what we'll do is this item will be coming back to you at your next meeting with a resolution that reflects your action tonight and then based on that then we'll go forward to City Council.

VICE CHAIR BAKER – Okay, thank you.

MV00112127

OTHER BUSINESS

PLANNING OFFICIAL TERELL – You have no Other Business tonight.

STAFF COMMENTS

PLANNING OFFICIAL TERELL – Yes, your next meeting is on May 12th and currently there are I guess now five potential items for that. One is your election of officers. The annual election of officers is always done in the spring time, so that would be electing a new Chair and Vice Chair for the next year. The second is we'll have a presentation by Suzanne Bryant on the Brown Act and Conflict of Interest Code, so that will be at your next meeting. The third item is obviously the resolution reflecting your action that you just took. The fourth item is a code amendment that is required for compliance with the new water quality regulations that have been adopted by the Regional Water Quality Board that already affect us but they would start to implement that new Water Quality Permit, so that is supposed to go forward at your next meeting. The last item is what we call the West Ridge Project which is I think roughly 980,000 square warehouse industrial building that is between Redlands and Moreno Beach on the south side of the freeway and that involves a zone change as well as… so it's primarily a zone change plus the project, so that would be a recommendation to City Council, so those are the items that we have proposed for your next meeting.

COMMISSIONER OWINGS – Is that ProLogis.

PLANNING OFFICIAL TERELL – No it's Ridge Realty.

VICE CHAIR BAKER – Okay, thank you John.

COMMISSIONER COMMENTS

VICE CHAIR BAKER – Now we're going go to Commissioner Comments. If anyone feels like making any comments; anything to wrap up.

COMMISSIONER VAN NATTA – This wasn't painful at all. Thank you.

VICE CHAIR BAKER – Is there anyone else?

PLANNING OFFICIAL TERELL – Is wasn't painful for us either, so…

COMMISSIONER DOZIER – Yes let me formally welcome all the new Commissioners and thank you. We're going to have some fun times I can see

MV00112128

and we haven't been a full house for a while, so this is great. I did want to mention that I have a personal matter. My wife is going into the hospital on the 12th of May and so I won't be available for that particular meeting unfortunately. It wasn't scheduled for that day; it was moved and we had no choice in it, so I apologize to my Commissioners, but I'll be absent on that day.

VICE CHAIR BAKER – Okay, does anyone else have any comments?

ADJOURNMENT

COMMISSIONER SALAS – I have one. I move for adjournment.

VICE CHAIR BAKER – Okay, do I have a second?

COMMISSIONER CROTHERS - Second

VICE CHAIR BAKER – Okay, all those in favor?

Opposed – 0

Motion carries 7 – 0

VICE CHAIR BAKER – Thank you.

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Ray L. Baker Date
Vice-Chair

MV00112129

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MV00112130

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
MAY 12TH, 2011

CALL TO ORDER

Vice Chair Baker convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

ROLL CALL

Commissioners Present:
Vice Chair Baker
Commissioner Crothers
Commissioner Owings
Commissioner Ramirez
Commissioner Salas, Jr.
Commissioner Van Natta

Excused Absence:
Commissioner Dozier

Staff Present:
John Terell, Planning Official
Julia Descoteaux, Associate Planner
Jeff Bradshaw, Associate Planner
Michael Lloyd, Transportation Engineer
Barry Foster, Community and Economic Development Director
Kent Wegelin, Storm Water Program Manager
Larry Gonzales, Senior Engineer, Public Works
Randy Metz, Fire Marshall
Suzanne Bryant, Deputy City Attorney

PLEDGE OF ALLEGIANCE

MV00112131

APPROVAL OF AGENDA

VICE CHAIR BAKER – I need a motion to approve the Agenda please.

COMMISSIONER SALAS – Moved

COMMISSIONER CROTHERS – Second

VICE CHAIR BAKER – Moved by Commissioner Salas and seconded by Commissioner Crothers. All in favor?

Opposed – 0

Motion carries 6 – 0, with one absent (Commissioner Dozier)

PUBLIC HEARING ITEMS

VICE CHAIR BAKER – The public is advised of the procedures to be followed in this meeting and these are on display at the rear of the room.

PUBLIC COMMENTS

VICE CHAIR BAKER – At this time we're going to open up for comments by any member of the public on any matter which is not listed on the Agenda and which is within the subject matter jurisdiction of the Commission and the one Speaker Slip I have on this Deanna Reeder if you would come forward please.

SPEAKER REEDER – Hello, my name is Deanna Reader and I've addressed this Commission several times. We have new members; Ms. Van Natta, Ms. Crothers and Mr. Ramirez. I sat through the Planning Commission interviews, both this year and previous years because I wanted to see what the qualifications of our Planning Commissioners were because I am very interested in the things that go on in this City. Now I know Ms. Van Natta; I had paid to get all the letters submitted to the City regarding the Rancho Belago sign issue. I paid for 100 pieces of paper; a hundred letters of email. Yours was the only one; only one that asked the City to pay for Mr. Benzeevi's Rancho Belago signs, so I'm pretty sure that is why you are up here; because I'm pretty sure that whatever he wants is what you are going to vote for. Mr. Ramirez; I don't know much about you, but in your interview all I can say is I can't say that your qualifications stacked up to some of the other people there and I'll leave you alone for the moment, but welcome, because from what I can see we just have three brand new members of the Benzeevi butt-kisser club. Welcome, thank you.

MV00112132

VICE CHAIR BAKER – Thank you; actually we have four but thank you.

NON-PUBLIC HEARING ITEMS

1. Recognition of Former Planning Commissioners:
Michael Geller, 14 years of Dedicated Service
Rick De Jong, 9 years of Dedicated Service
Maria Marzoeki, 8 years of Dedicated Service

VICE CHAIR BAKER – Okay Non-Public Hearing Items as this time, John Terell and me are going to present some recognition plaques for former Planning Commissioners; if they would please come forward and John will do the presentation.

PLANNING OFFICIAL TERELL – Yes I think what we'll do is we'll introduce each of the former members and then allow them some time if they should want to for some remarks. First we'll start with the elder statesman who is Commissioner Michael Geller who has been on the Commission for 14 years and you can take it out of the wrapper, it is yours now and I know you had an opportunity when you left to have a very eloquent speech but I don't know if you had anything else you want to say tonight.

FORMER PLANNING COMMISSIONER GELLER – Well at least they spelled my name right after all these years. Anyhow thank you and I've enjoyed it, but I'm glad it is you up there and not me, so Melina was the last official Planning Commission dog and she goes in for her advance training on Saturday, so we'll have a new puppy in a month or two, so anyway we both thank you.

PLANNING OFFICIAL TERELL – Well, thank you very much. Certainly from Staff's perspective we thank you for all your help over the years. Second, is Rick De Jong who was on the Commission for 8 years I believe or 9; 8 or 9… okay 9 and he was our Past Chair and I think you've done that more than once; right?

FORMER PLANNING COMMISSIONER DEJONG – Three times

PLANNING OFFICIAL TERELL – Three times… so I appreciate your expertise with architecture and that was a good addition to the Commission and we will miss that, but thank you.

FORMER PLANNING COMMISSIONER DE JONG – Thank you. Well thank you. I enjoyed my time on the Commission very much. I enjoyed working with Staff very much; everybody and my fellow Commissioners. It was a very good learning experience and I don't regret anything. I don't regret a single day or

MV00112133

decision we made and I think we made a lot of good inroads to the City and I think we helped develop it a lot. It was very good. Thank you.

PLANNING OFFICIAL TERELL – And last but not least is Maria Marzoeki who was on the Commission for…

FORMER PLANNING COMMISSIONER MARZOEKI – A little over 8 years

PLANNING OFFICIAL TERELL – 8 years; that's right and wanted to thank you; obviously your expertise or your involvement in the engineering end of it and land planning was very helpful and we will miss that and obviously having… you were the sole female there for many years, which added a softer touch to the Commission, so again I appreciate your help and wish you well. Now it's your turn.

FORMER PLANNING COMMISSIONER MARZOEKI – And I do have some notes, so I'll go back and get my notes and I'll set up at the podium if you don't mind.

PLANNING OFFICIAL TERELL – Okay

FORMER PLANNING COMMISSIONER MARZOEKI – I'll just do it here. It's a little bit easier for me to do it here. Thank you. Since I didn't get the opportunity to speak publicly about my experience on the Commission before leaving, I just wanted to say a few words so please bear with here.

First I'd like to thank the City Council; current and past for providing me with the opportunity to serve this great City. Because of this opportunity I've had the chance to observe firsthand how projects are developed and processed. This position has unquestionably increased my understanding of the development community so I thank you again and continue to be one of the City's biggest supporters.

Next I would like to thank the Planning Commissioners with whom I have served. From Tim Day and Joshua Hill to Doug Merkt, Richard Dozier, Ray Baker and George Salas; I learned a little from each one of you and I will take that with me so thank you. A special thank you to Rick De Jong and Michael Geller for not always agreeing with me but for making me realize that even if we differ in our thoughts, understanding and life challenges we are all professionals in the end and can walk away from any situation in a civil manner. The two of you displayed the passion to keep the Commission interesting, fun and on track and we did have some fun times.

Most importantly I would like to thank Bruce Springer and I hope you are out there listening and George Riechers for assisting me in my growth and development as a Planning Commissioner and also for providing me with a

MV00112134

deeper appreciation of what the Commission really means. Thank you to the City Staff who attended each meeting to provide the Commission with your advice and insight. You definitely made my job easier. And thank you for the community who came out to the meetings to voice your concerns and provide your support. This Commission is your voice, so please stay involved.

And finally to you John Terell; you're awesome. You are just awesome. Your knowledge of the planning process is without comparison in today's world. Thank you for your patience and answering some of the tedious questions that I had to offer and always doing it with a smile. Thank you for your sharing ways and your willingness to research even the smallest of details and I know we had you do that many, many times for us. You and your staff made my time of the Commission very rewarding and I have gained invaluable insight that I will carry with me for rest of my life. Though the path in which I travel has taken a direction that does not afford me the time to continue as a Commissioner, I would just like to add another and final thank you; to all an incredible 8 years. My success would not have been possible without you. Thank you.

PLANNING OFFICIAL TERELL – And with that I wanted to give the opportunity certainly for Commissioners Baker and Salas if they had any thoughts.

COMMISSIONER SALAS – I would like to thank all three of them because I learned a lot from you all and really appreciate your honesty and your caring for the City the way you guys do. I mean you can tell by sitting up here with you how much you guys really care about the way Moreno Valley is headed or where we are headed and with your direction it really helped and enlightened me of what I need to do so thank you guys.

COMMISSIONER BAKER – I just want to add to that George that those three Commissioners and a couple behind; they really came through some tough times where we had that accelerated growth there from 2000 and on through to 2005 and I know I've talked to several of them. They had a lot months of two and three meetings and sometimes twice a week, so they really paid the price to get this City where we are and I think with John's help and their guidance we really have some nice developments on different portions of the City and we need to be proud and I personally am indebted to all three of you and then also the other Commissioners that have gone prior to you. Thank you very much again for your service to Moreno Valley. I hope the citizens really appreciate what you do. Thank you very much. Okay we'll go on to the Public Hearing Items and we've got the first case no. is PA10-0035…

PLANNING OFFICIAL TERELL – I'm sorry Chair… there is another Non-Public Hearing Item.

VICE CHAIR BAKER – Okay let's back up guys. Sorry about that.

2. PA11-0017 - Fiscal Year 2011-2012 Capital Improvement Plan Conformance With General Plan

VICE CHAIR BAKER – On the Non-Public Hearing Items, we've got Item No. 2 that John is going to run through. It is PA11-0017. It has to do with the Fiscal year 2011-2012 Capital Improvement Conformance Plan.

PLANNING OFFICIAL TERELL – Okay and I'm going to hand that over to Larry Gonzales who is a Senior Engineer in our Capital Projects Division to give you the report.

SENIOR ENGINEER GONZALES – Thanks John. Good evening Chair and members of the Commission. As John said my name is Larry Gonzales. I am a Senior Engineer for the Public Works Department. I'm here tonight to present to you the Fiscal Year 2011-2012 Proposed Capital Improvement Plan or CIP. The CIP is a part of the City Budget Adoption process and the information that you have in your packet is a summary of projects listed by category. There are over 400 projects listed in the document. This is a planning document that serves to identify various types of improvements that the City would need over the next 5 years and beyond that is to build-out. All projects listed are in conformance with the City's General Plan and are within the State law guidelines. The document is also consistent with the California Mitigation Act AB1600. If the Planning Commission makes a finding that the document is in conformance with the City of Moreno Valley's General Plan, the document is tentatively scheduled to go before the City Council for adoption on June 14th, 2011. Staff therefore recommends that the Planning Commission make a finding that the CIP is in conformance with the City of Moreno Valley's General Plan. This concludes my report and I am available for any questions.

VICE CHAIR BAKER – Okay do any of the Commissioners have any questions for Mr. Gonzales pertaining to the Capital Improvement Plan?

COMMISSIONER RAMIREZ – I have a question.

VICE CHAIR BAKER – Yes sir

COMMISSIONER RAMIREZ – So this Capital Improvement Plan; its focus is to help with the employment to housing ratio. Is that correct?

SENIOR ENGINEER GONZALES – The purpose of the Capital Improvement Plan is primarily to provide a document for the public that focuses on the capital projects for the upcoming fiscal year and that it provides and shows both the funding and the expenditures for those projects and then it also gives a map for the future of the City through build-out for the remaining projects that would be necessary. So it focuses primarily on capital projects.

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PLANNING OFFICIAL TERELL – Okay, Commissioner Ramirez I believe and Larry can back me up on this, that this has been amended to reflect the recent action by the City Council to focus on next year's capital improvement budget for the next two or three years on specific projects aimed at job creation, but the document as Larry said includes every single capital project in the City for the next many, many years until build-out.

COMMISSIONER RAMIREZ – Thank you.

VICE CHAIR BAKER – Are any other questions of Mr. Gonzales. If not I think we're open for a motion to make our finding from the Planning Commission to send this over to City Council I guess. So does anyone want to make a… is that what we need to do John is to just make a motion there?

SPEAKER REEDER – You have a public comment to that

VICE CHAIR BAKER – Oh I'm sorry… You know we've got some up here that people filled out but there is no name on them.

SPEAKER REEDER – Oh you know what, I changed colors so I probably forgot my name.

VICE CHAIR BAKER – Okay we have one and that was the deal. I have one on number 2

SPEAKER REEDER – That's me

VICE CHAIR BAKER - So this is a non-public item then...

PLANNING OFFICIAL TERELL – So that is this and not number 2 on the regular agenda; the West Ridge project?

VICE CHAIR BAKER – Yes number 2 is the West Ridge… I'm sorry this is number on the non-public…

SPEAKER REEDER – This is about the infrastructure on the property at Nason… Is that what we're talking about; the change in the Capital Improvement Plan to put the infrastructure there first?

PLANNING OFFICIAL TERELL – Yes this is the Capital… okay

VICE CHAIR BAKER – Would we allow that?

PLANNING OFFICIAL TERELL – Yes

VICE CHAIR BAKER - Please come forward. This is your sheet, right?

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SPEAKER REEDER – I apologize

VICE CHAIR BAKER – That's okay, don't worry about it.

SPEAKER REEDER – Hello, my name is Deanna Reeder and in case none of you know and by the way Mr. Owings I didn't put you in that category because I considered you very qualified for the position. In the interview you would have been someone that I would have picked based on your interview and your qualifications, so you might be in that club but you are still qualified, just so you understand that's why; not that I forgot you, but I just felt you were qualified. The Capital Improvement Plan just so you guys know I have read it. It's about this thick. I went through it several times. I've sent emails to people when the City Council was adopting it. Everything the City is planning to do is in there, but it is a prioritization schedule.

Now the infrastructure on and around the Aquabella project, normally what would happen is the developer pays a Development Impact Fee and then he puts the street through his plan and then he gets a credit back off his Development Impact Fee. That is what is supposed to happen but in this case Mr. Benzeevi doesn't want to pay to put that street and get his credit later, he wants the City to give him a 23.3 million dollar gift and that is about what this amounts to because Nason Street does not go between Cactus and Iris. That is Mr. Benzeevi's property. When Mr. Benzeevi develops his property, he puts the street on; he pays for it; he gets his credit back, but Mr. Benzeevi doesn't like to go by the rules, so I know that you guys are going to approve that because that is what you are up there to do. Mr. Benzeevi picked our City Manager at an extremely inflated rate and our City Manager wrote this new Development Economic Plan that gives Mr. Benzeevi 23.3 million dollars of infrastructure on his property. That is a tit for tat. San Bernardino has nothing on Riverside County, especially not Moreno Valley. That is what this is.

Now you guys are going to approve it because you don't really care what anyone else says, but I don't believe you do… we'll see because there are a lot of other capital improvement plans in this City. There are a lot of streets that are needed. Putting the street through between Iris and Cactus will not help the flow on Nason. Nason goes down to one lane in each direction by the High Schools and in several other spots. Now if they were fixing Nason all the way to the freeway and then considering this, you know what, that would be a maybe but his is a 23.3 million dollar gift to Benzeevi. Thank you.

VICE CHAIR BAKER – Thank you

PLANNING OFFICIAL TERELL – Just to clarify for the Planning Commission you are not approving the Capital Improvement Program tonight. The only action that you are being requested to take is to find the Capital Improvement Plan in conformance with the General Plan and the three major projects that are

included in the action that the Council took recently are all General Plan streets, so I just wanted to clarify that you are not approving the Capital Improvement Program.

VICE CHAIR BAKER – Okay, are there any other comments Public or Commissioners? Well I move that we have a motion to make the recommendation to the City Council on the Planning Commission.

COMMISSIONER SALAS – I motion that we approve it.

VICE CHAIR BAKER – Okay, second?

COMMISSIONER RAMIREZ – I second it

VICE CHAIR BAKER – Okay, moved by Commissioner Salas and seconded by Commissioner Ramirez. All those in favor

Opposed – 0

Motion carries 6 – 0, with one absent (Commissioner Dozier)

PUBLIC HEARING ITEMS

1. Case Number: PA10-0035
Amendment to Municipal Code for Water Quality Requirements

Case Planner: Julia Descoteaux, Associate Planner

VICE CHAIR BAKER - Julia, you're up.

ASSOCIATE PLANNER DESCOTEAUX – Good evening Planning Commissioners. I'm Julia Descoteaux, Associate Planner. Before you this evening is an Amendment to the City's Municipal Code, Title 9 for Planning and Zoning. The proposed changes are a result of compliance with the 2010 National Pollutant Discharge Elimination System or NPDES, Municipal Separate Storm Sewer MS4 Permit, with compliance required by July 29th, 2011. The MS4 Permit Requires that the City promote green infrastructure/low impact development LID techniques for all projects.

The primary changes include revising design requirements to promote onsite water retention and infiltration in an effort to clean water of contaminants prior to

MV00112139

the water being discharged from the site into the storm drains or flood control channels which then enter receiving waters such as the Santa Ana Watershed.

The proposed changes include the use of water efficient native plants, landscape areas increased and designed to promote water retention, the use of permeable surfaces, having openings in the curbs to convey surface drainage into landscape areas, require parking in excess of the required parking to be constructed of permeable surfaces, reducing the depth of the parking stalls and increasing the landscape, reducing the hardscape areas and the use of permeable surfaces wherever feasible.

The Planning Division works with the Applicants and the design requirements, however the Public Works Department is responsible to ensure that the projects meet water quality requirements as well as site grading while complying with the MS4 Permits and they will be providing changes to Municipal Code Section 8.10, which does not require Planning Commission approval.

The project does not have the potential to cause a significant effect on the environment, so the project is exempt from the provisions of the California Environmental Quality Act in accordance with Section 15061 as defined by Section 15378.

The project was noticed in the local newspaper and to date I have had no inquiries on the proposed changes. There were several changes to the report and I believe you received a green memo regarding that and all sections were appropriate. The word pervious will be replaced with the word permeable in an effort to be consistent with the proposed changes to Municipal Code Title 8 and in addition, Section 9.08.080, the Grading Section, the addition of letter "M" will be deleted from the Attachment 4 on page 100 and on page 70, number 4. This concludes Staff's presentation and at this time I am available to answer any questions for you. Thank you.

VICE CHAIR BAKER – Okay, thank you Julia. Do we have any Commissioner questions?

ASSOCIATE PLANNER DESCOTEAUX – Excuse me…Kent Wegelin is also here to answer questions on the NPDES that you might have as well.

VICE CHAIR BAKER – Okay, thank you

COMMISSIONER VAN NATTA – Did I understand you to say that instead pervious we are using permeable and those changes have already been made in this document?

ASSOCIATE PLANNER DESCOTEAUX – No, I'll be making those

MV00112140

COMMISSIONER VAN NATTA – Oh okay, thank you

VICE CHAIR BAKER – Commissioner Salas, do you? Commissioner Owings, are you okay with this? Do have any comments?

COMMISSIONER OWINGS – No comments; no questions.

VICE CHAIR BAKER – Okay, very good. So we will open this item up to Public Testimony. I have no Speaker Slips on this Item No. 1 from the public, so I'll close Public Testimony and we will open Commissioner's Debate for discussion and if there is any additional discussion on this before we move for a motion and second. Okay, everybody is okay so I will move for a motion and second. On this particular one here, Julia one thing we need to know on that Resolution No., there is 2011… do you know that actual number so we can put that in the minutes.

ASSOCIATE PLANNER DESCOTEAUX – It is 11

VICE CHAIR BAKER – It is 2011-11?

ASSOCIATE PLANNER DESCOTEAUX – Yes

VICE CHAIR BAKER – Okay so whoever makes a motion here, what we need to do is make a motion to approve this resolution and then recommend to the City Council to approve the PA and then recognize the PA10-0035 okay. Do I have a motion for this?

COMMISSIONER VAN NATTA – Okay I move that we **APPROVE** Resolution No. 2011-11 and thereby **RECOMMEND** that the City Council:

1. **APPROVE** PA10-0035 Municipal Code Amendment; and,

2. **RECOGNIZE** that PA10-0035 Municipal Code Amendment qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.

VICE CHAIR BAKER – Thank you Commissioner Van Natta. Do I have a second?

COMMISSIONER SALAS – I'll second that

VICE CHAIR BAKER – Commissioner Salas will second that. Let's have a vote; all those in favor?

Opposed – 0

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Okay, wrap up

PLANNING OFFICIAL TERELL – Yes this item shall be forwarded to the City Council for final action and I believe that is scheduled like you said for June 14th.

VICE CHAIR BAKER – Okay, thank you very much. Okay we're going to move onto Item No. 2

2. Case Number: P11-029
Amendment to Aquabella Development Agreement

Case Planner: John Terell, AICP

VICE CHAIR BAKER – Mr. John Terrell will handle this item for us.

PLANNING OFFICIAL TERELL – Yes this item is the first amendment to the Aquabella Development Agreement. The Development Agreement was adopted at the same time as the approval of the Aquabella Specific Plan which is roughly located south of Alessandro, north of Iris, east of Lasselle and generally west of Nason and the Development Agreement is something that is permitted under State Law to allow a developer to get long term protection on the zoning and the entitlements that they receive in exchange for agreeing to do certain things and in this particular Development Agreement there is an extensive list of capital improvements that are required as part of this Development Agreement as well as the quality of the development, which is identified in the Specific Plan as well as in the Development Agreement. The Development Agreement specifically requires the construction of a clubhouse that has a minimum value of 25 million dollars.

The other was a payment that was already made which was a one million dollar payment that was made to support the extension of lines; not to this property but in the service area of the Moreno Valley Utilities. The first amendment is quite simple. The applicant has requested to remove the parcel at the northeast corner of Cactus and Lasselle. That particular parcel is the only parcel in the Aquabella project that is not age restricted. It is a non-senior parcel and so they are requesting to remove from the benefits and the responsibilities of the Development Agreement I believe so they can sell that to some third party. The list of improvements that are required under the Development Agreement are not changing. They still stay the same. They are actually moved up in priority to the next higher phase because this particular parcel was phase 6 and now there will only be 5 phases.

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Your action would be a recommendation. Final action will occur by the City Council. The project was noticed in the newspaper, sent to all property owners within 300 feet of the project and that was not just the corner of Lasselle and Cactus, it was the entire Aquabella Specific Plan and it was also noticed on the property. I did receive four phone calls regarding the project. Generally they were interested to know what was going to be developed on the site and it is very important to note that there is no development application for this site. That would be a separate future application that would require its own public hearing before the Planning Commission. So with that I will close my remarks and be open for questions.

VICE CHAIR BAKER – Alright, thank you John. Do any of the Commissioners have questions of John Terell on this item?

COMMISSIONER OWINGS – I do. I am sure I'm going to have more questions as we go into this and as other Commissioners delve into it, but you say the Development Agreement was signed when and what is the length or the term of the Development Agreement?

PLANNING OFFICIAL TERELL – The Development Agreement was approved January 12, 2006 and it has an initial term of 15 years with two 5 year extensions possible, so it is in effect for some time and then there is certain performance that has to occur to extend it beyond that term.

COMMISSIONER OWINGS – So were any of the improvements that you mentioned like the clubhouse or anything, were they to be located on this parcel.

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – So this parcel was originally in the Development Agreement solely just a residential non-age restricted residential area?

PLANNING OFFICIAL TERELL – That's correct. There are certain improvements that are in the Development Agreement that are still required in the Development Agreement that would obviously be the frontage along Lasselle and Cactus. If this property is developed separately in advance of the rest of the Aquabella Project, then that project will most likely be responsible for those improvements because they are immediately adjacent to the site, but if they do not occur, then if this site is not developed for many years then the Aquabella Project would be required to do it based on the phase.

COMMISSIONER OWINGS – When you say most likely, that leads me to believe that there is a possibility they may not.

PLANNING OFFICIAL TERELL – The only reason they may not is if the City should choose to develop those improvements and therefore there would be a

MV00112143

reduction in the benefits accruing to the project or most likely what would happen…

COMMISSIONER OWINGS – In which case… not to interrupt you, but I suffer early onset Alzheimer's, so I may forget, but in that particular case that the City does those, what remedy does the City have with the developer to kind of equal the scale here. If he is doing less, the City is doing more, how he compensates the City for that

PLANNING OFFICIAL TERELL – The Development Agreement requires the improvements provided by the development to exceed the amount of the credits they are receiving, so that's the balance sheet.

COMMISSIONER OWINGS – So that could be determined at a later time?

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - And what assurance does anyone have that that will happen?

PLANNING OFFICIAL TERELL – It's required by the agreement. I mean that's all I can say. It is a contractual agreement.

COMMISSIONER OWINGS – And you were going to go onto a second one and we'll see if your memory is better than mine.

PLANNING OFFICIAL TERELL – Oh well I was going to say most likely what will occur is this property will be developed in advance of phase 5 of Aquabella, which is really the last phase in Aquabella, which is a very large phase and therefore the improvements will most likely be constructed by the developer of this parcel.

COMMISSIONER OWINGS – In the master agreement, those developments; when are they required in which phase.

PLANNING OFFICIAL TERELL - They are required in phase… In the existing agreement it is Phase 6, but since this property is Phase 6, all those improvements were moved up to Phase 5.

COMMISSIONER OWINGS – Isn't that sort of unusual that development would have all of those improvements after the whole project is complete

PLANNING OFFICIAL TERELL – Well there are five phases and as each phase occurs there is more impact both onsite as well as offsite and that is why its phased so as the impacts occur, the improvements are required rather than requiring all the improvements up front, even before any of the impacts occur.

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COMMISSIONER OWINGS – And that's normal?

PLANNING OFFICIAL TERELL – That is normal; yes

COMMISSIONER OWINGS – Okay, then what does the removal of this property…well first of all let me ask you, originally in the master plan, why was this property not designated with an age restriction. There must have been some logic for the marketing of this plan. Why was it not consistent with the bigger portion of the project?

PLANNING OFFICIAL TERELL – Well at time there was recognition that this property is close to the County Hospital, which is the largest employer in the City of Moreno Valley and there is no multi-family housing in close proximity or multi-family zoning at that time and therefore this was included as a recognition that at least one site on this property that was near the hospital would have the potential to provide workforce housing for the hospital.

COMMISSIONER OWINGS – So is this workforce housing still required? I mean is there a need for that still? I know this was done in 2006, so since 2006 has that requirement for work related housing for the hospital workers, has that been filled by someone else.

PLANNING OFFICIAL TERELL – It has not

COMMISSIONER OWINGS – So there would still the need. Are there other areas of property in this area that could fulfill that need?

PLANNING OFFICIAL TERELL – Well as part of the recently adopted Housing Element for the City, there are a certain number of multi-family housing units that are required in the City. A large portion of those that are identified in the Housing Element involve rezoning property to R30, which is 30 units per acre. That is a new zone that is required by the State and one of the areas that was identified was the area immediately north and west of the hospital and north of this property and should all that rezoning occur this property may or may not be needed to meet those requirements.

COMMISSIONER OWINGS – So let me ask you a question. If we were to approve this tonight, is there any assurance that it would still be designated… I mean if someone wanted to do medical offices there instead of residences for workers, it is conceivable it would come back to the Planning Commission and we would probably in some later future date be asked to change the zoning of it from its current zoning to something that would allow medical offices or something of that nature, so there is no assurance then that that specific housing need that was identified when this plan was put together would be met if we make this change tonight.

MV00112145

PLANNING OFFICIAL TERELL – The change tonight doesn't affect the land use on this property. The land use was established by the Specific Plan.

COMMISSIONER OWINGS – But if you take it out of the master plan then it could be changed. It cannot be changed if it stays in the master plan. Am I correct?

PLANNING OFFICIAL TERELL – Maybe it's the terminology… the Specific Plan is the land use plan and…

COMMISSIONER OWINGS – Not the Master Plan, I mean the Development Agreement

PLANNING OFFICIAL TERELL – With the Development Agreement; the only change that taking it out of the Development Agreement because in a Development Agreement the land use can change, but it requires the concurrence of both the City and the property owner.

COMMISSIONER OWINGS – Which is only fair…?

PLANNING OFFICIAL TERELL – If it is outside the Development Agreement, the City could if it wanted to, change the land use without the concurrence of the developer.

COMMISSIONER OWINGS – So there could be a benefit to the City by taking it out?

PLANNING OFFICIAL TERELL – Well I'm not saying it is a benefit, but the City has more rights relative to the land use if it is outside of the Development Agreement than if it is in the Development Agreement; more flexibility

COMMISSIONER OWINGS – To allow some of the other Commissioners to question further, but could you finally just kind of persuade me or alleviate my fear here. It seems as though if I'm just a little tiny developer, it's my main occupation, but it would seem to me that someone in the City made this agreement with this developer to put that little chunk in there to do meet the need of the hospital, it wasn't probably his idea, it was probably the City's idea. Am I correct in that?

PLANNING OFFICIAL TERELL – It was a suggestion from not myself but from City Staff that it be included and the developer was amenable to that.

COMMISSIONER OWINGS – Right so he was amenable to it because he has this bigger project he wanted to do, but the need you guys saw back 2006 still exists and has not been met and so persuade me that that need could be met somewhere else so at least we have some feeling that it could be met

MV00112146

somewhere else or you know some hope that it could down the line future met with some other parcel or other property.

PLANNING OFFICIAL TERELL – Well I'm not here to convince you one way or the other. I will tell you if someone came forward, either the City or the property owner and wanted to change that from multi-family housing to some other use, the Planning Commission and City Council would have to determine that other sites already existed to meet the housing needs of the City.

COMMISSIONER OWINGS – Not to be argumentative, I know you are not here to change my mind or persuade me, but you did recommend approval of this, so you are in a sense putting your stamp of approval on it. I think that the Staff does need to address that concern.

PLANNING OFFICIAL TERELL – I'm not quite sure what the concern is because… The concern is there is no land use change before tonight.

COMMISSIONER OWINGS – Well the concern is that the City Staff in 2006 say there was a need for this particular parcel to be used for the hospital workers and it now no longer sees that need?

PLANNING OFFICIAL TERELL – Again, the land use is not changing tonight and therefore the only action before the Commission is to recommend whether it is in or out of the Development Agreement

COMMISSIONER OWINGS – But if it is in the Development Plan it is pretty much assured it is going forward as it is. If it's not in this Development Agreement, there is a possibility that it might not. Am I correct?

PLANNING OFFICIAL TERELL – No, I'm sorry that's not correct. The Specific Plan which identifies the land use is not changing. All that is changing is it goes from being in a Development Agreement which means the property owner has to agree a change of land use.

COMMISSIONER OWINGS – John hypothetically, excuse me for cutting you off, cut you are just really not getting my point, so I've not made it clear. Hypothetically, if you take this out of this agreement, Mr. Benzeevi, the owner of this could come over to you one night and ask you to change the zoning to office or some sort of multiple use zoning; correct

PLANNING OFFICIAL TERELL – He could do that now

COMMISSIONER OWINGS – Even though it is in the Master Development Plan

MV00112147

PLANNING OFFICIAL TERELL – Correct because he is the property owner and the property owner always has; even under the Development Agreement, has the right to request a change in land use.

COMMISSIONER OWINGS – Would the City Planning Commission be the sole authority of that or would it have to go to the Council. I would assume this agreement would have to go to the Council wouldn't it if you change it?

PLANNING OFFICIAL TERELL – Yes, this agreement has to go to Council and any land use would have to go to Council as well.

COMMISSIONER OWINGS – Well thank you very much. I think really clarified it for me.

PLANNING OFFICIAL TERELL – I'm sorry if I didn't understand you clearly…

COMMISSIONER OWINGS – No, no, it's my fault. I wasn't communicating clearly.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – Okay so I'm still not clear. Maybe you can fill me in. So aside from little section of land there was there any other non-age restricted multiple family dwellings within the Development Agreement?

PLANNING OFFICIAL TERELL – No there are not

COMMISSIONER VAN NATTA – Okay, so conceivably by taking that out of the Development Agreement and selling it to somebody or even without selling it to somebody else, then the developer of Aquabella could go ahead and finish his complete development without having to worry about putting in the multi-family units that he had originally agreed to when he entered into this Development Agreement?

PLANNING OFFICIAL TERELL – They are not required to put in the multi-family housing but it is Phase 6. So the idea is to complete the Aquabella Development, this is one of the parcels that would be developed. If it is not developed then certain… within the Development Agreement if this parcel was not developed, certain responsibilities would not be required and certain benefits; meaning certain fee credits would not accrue to the developer, so this like most development agreements is performance based. If you do develop something you have certain responsibilities and certain benefits. If you don't develop, then you don't have certain responsibilities and you don't get certain benefits

COMMISSIONER VAN NATTA – Right, but as part of the original Development Agreement the whole project as a whole has a certain number of multi-family

MV00112148

units in it, which if we take this part out then he no longer has the requirement when he develops it completely to put in the multiple family units.

COMMISSIONER VAN NATTA – He could complete the whole thing without building any multi-family units

PLANNING OFFICIAL TERELL – That are non age-restricted; yes

COMMISSIONER VAN NATTA – Non-age restricted multiple family units

PLANNING OFFICIAL TERELL – Yes and even under the current agreement, since this was the last phase, he theoretically could have developed everything else without developing this parcel.

COMMISSIONER VAN NATTA – Just leave an undeveloped parcel there that he couldn't…that if he were to develop it, it would have to be non-age restricted multi-family unless there was an agreement between him and the City to change it to something else.

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER VAN NATTA – But now by taking it out and saying it is not part of the Master Development, and then he doesn't have to worry about that.

PLANNING OFFICIAL TERELL – Well, it's not part of the Development Agreement. It still is Highland Fairview's property and therefore to develop it, they have certain responsibilities. They don't necessarily have the same benefits as being in the agreement but and I'll kind of defer this to the Applicant Representative, but I'm assuming and the Applicant's Representative can confirm this, that they want to take this property out the Development Agreement to sell it to some third party and to make it more marketable to a third party that doesn't want to be responsible for the rest of Aquabella; they are separating it out so there are Aquabella's responsibilities and rights and then this property is free of those responsibilities. So it doesn't tie this property in with the development of the rest of Aquabella. It allows it to be separately developed by a third party.

COMMISSIONER VAN NATTA – I would like to hear more explanation about why they're doing it because it looks kind of strange to take that little corner out of a development that was originally planned to be a certain way and all cohesive and you know all flow together and everything like that and then you take a little chunk out of the corner which is the frontage on a fairly well travelled road; yes I'd like to hear a little more about that.

PLANNING OFFICIAL TERELL – I think the Applicant has to make that case for you.

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COMMISSIONER VAN NATTA – Alright, thank you

VICE CHAIR BAKER – Okay are there are more questions of Staff before we have the Applicant come forward.

COMMISSIONER OWINGS – I was fairly certain I understood you to begin with. You told me that the major contribution by the developer to the City would not occur till phase 6.

PLANNING OFFICIAL TERELL – For this parcel

COMMISSIONER OWINGS – For this parcel… but the complete development, under the Master Agreement, which is just nothing but a contract between the City and the developer to do certain things; correct

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS – So when would… you said that on the developers part that contribution would be made at the completion of Phase 6. Did I misunderstand you?

PLANNING OFFICIAL TERELL – Possibly… this particular property is Phase 6 and there were certain requirements… there were certain improvements required in Phase 6 and those have now been moved up to Phase 5 and if under the current plan Development Agreement; if this parcel is not taken out of it, it's not required to do anything until Phase 6. Every phase has major improvements that are required and actually much larger than Phase 6.

COMMISSIONER OWINGS – So that's the part I misunderstood. I thought you were leading me to believe that Phase 6 was the larger portion. I couldn't figure out why they got to the end with… So could you please, if you know John and I know you may not, it's been a long time, but what were the developer's responsibilities at the completion of Phase 6?

PLANNING OFFICIAL TERELL – I couldn't point out exactly which ones, but in Phase 5 there is a very long list and several those are primarily relating to what is adjacent to this parcel were required in Phase 6. Phase 6 has a very short list. Most of the improvements were required well in advance of Phase 6. It was a short list. As I recall it was only three or four items.

COMMISSIONER OWINGS – Okay thank you John

VICE CHAIR BAKER – Okay is there anyone else?

COMMISSIONER CROTHERS – The phase 6 items that we're looking at right here or the Phase 5, does that include the ones that were from Phase 6?

MV00112150

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER CROTHERS – Okay thank you

VICE CHAIR BAKER – Anyone else? Okay, we'll bring the Applicant forward and he can present… Mr. Wayne Peterson. Would you please state your name and address sir.

SPEAKER PETERSON – Sure, Wayne Peterson with Highland Fairview and we're located here in Moreno Valley. I'd be happy to address the Planning Commission on this and want to thank John for responding to many of those questions. It really is a very simple amendment. I can appreciate the Commission's questions because it is simpler than it may appear. The only change being proposed is to eliminate the small planning area from the Development Agreement. All of the obligations under the Development Agreement today remain with the Aquabella property without this piece, so all of the obligations; all the street improvements; all the improvements within Aquabella are all still in place; nothing changes whatsoever in terms of the mitigations that are required; the public improvements; the private improvements; all those things are all still in the plan. The only thing that changes is the fact that this small piece of property is no longer protected by the Development Agreement.

As John said, it essentially removes the guarantee that the Development Agreement provides, that the City cannot unilaterally change the zoning on that property. In this particular case and it's not for a potential sale; it is for a potential financing purpose that this particular piece is being removed from the agreement. There is no pending sale of the property, it is still owned by Highland Fairview and will continue to be owned Highland Fairview, so my goal would be to try to assure the Council or Commission I'm sorry, that the proposed amendment is in fact as simple as it sounds. It does not reduce in any way, shape or form any of the obligations that Highland Fairview agreed to back in 2006 and essentially its three items. I can point those out to you in the back of your package. At the end of Exhibit…

COMMISSIONER OWINGS – Maybe you could just give us the page number

SPEAKER PETERSON – It doesn't have pages in my copy of the Staff Report. If you go through the Staff Report… there is Attachment 3 is the draft of the first amendment to the agreement. If you go to the back of Attachment 3 there is spreadsheet that looks like this…

PLANNING OFFICIAL TERELL – Page 199 I believe

MV00112151

SPEAKER PETERSON – Oh your Staff Report is numbered and the copy I have isn't. It should be the last page of the spreadsheet that lists all of the improvements that are required in Aquabella

PLANNING OFFICIAL TERELL – So that would be 203

SPEAKER PETERSON – Okay, sorry

COMMISSIONER OWINGS – John I'm looking at page 203 and I don't see Phase 6

PLANNING OFFICIAL TERELL – Right, they are all in Phase 5 now

COMMISSIONER OWINGS – Okay, so which are the three that would have been in Phase 6?

SPEAKER PETERSON – The last three

COMMISSIONER OWINGS – The last three

SPEAKER PETERSON – Correct… the two on the last page refer to all phases.

COMMISSIONER VAN NATTA – So you are referring to modify the traffic signal, widening and restriping and signing for a left turn lane and coordination of traffic signals.

SPEAKER PETERSON – Correct

COMMISSIONER OWINGS – And then on the back page it is the money items; the TUMF fees, correct.

COMMISSIONER VAN NATTA – Those just aren't in that phase, those are for all phases

COMMISSIONER OWINGS – Would those fees be reduced as a result of removing this parcel?

SPEAKER PETERSON – As John indicated, the zoning on the property stays the same; no change whatsoever in density; no change in type of land uses; its multi-family residential and in the Development Agreement a key point is that there is no requirement to build those units at any particular point in the overall development of the community. The point is when they are developed; they are subject to all of the regulations that normally apply to any residential development in the City, including review by this Planning Commission and potentially the City Council.

MV00112152

COMMISSIONER OWINGS - Your name again, I didn't get your last name sir

SPEAKER PETERSON – Peterson… Wayne Peterson

COMMISSIONER OWINGS – Mr. Peterson my name is Tom Owings. I would like to assure you that I'm not trying to make something simple into complicated. I have enough complications in my life, but there is a fiduciary function for each of the Commissioners here to understand when the City; when two people enter into a contract and one of them wants of modify it. We were not here. We have a fiduciary function to ask the questions, so I hope you understand that were not in any way trying to complicate something. So you know in looking; I think can simplify it with one simple question. Wayne if you were to look at me straight in the eyes and tell me that is going to be developed with multiple unit, non-aged restricted units, then my concern about meeting the housing need that was identified in 2006 would be alleviated. So can you tell me that the ultimate use of this will be the units that were initially envisioned when this agreement was agreed to by the developer and by the City.

SPEAKER PETERSON – No, but the key point is if it is anything different then what is in the Development Agreement today and in the zoning, it would be an application on the part of the property owner that would have to come through the City review process.

COMMISSIONER OWINGS – And when you say property owner that makes me believe that wouldn't be fair of Fairview Highland

SPEAKER PETERSON – Well I can't stand here and tell this Planning Commission that the Highland Fairview is going to forever be the owner of all the property it owns.

COMMISSIONER OWINGS – Let me ask you hypothetically; if you were in the party of a master agreement like this and you were kind of thinking about and I appreciate your comment about later down the line, the zoning would come before the Planning Commission, but that is kind of kicking the question down the line when it really our responsibility to deal with it now, so hypothetically if you were a developer and you kind of decided that this project may not happen; the whole project; you might start picking it apart piece by piece and so I guess I have to ask you what are the likelihoods that a few years from now another Planning Commission member with my curiosity might be asking you or might asked to say we want to take Phase 5 out and then Phase 4 and then Phase 3; so the City is bound to allow you to have this long term agreement, but piece by piece it is being taken away, so I guess my question to you is this the first step in that process.

SPEAKER PETERSON – No

MV00112153

COMMISSIONER OWINGS – It's because a little tiny guy who tried to develop some housing units, you know there is generally a five year period on these types of entitlements and then you get a couple of extensions here and there. You guys really have a 30 year period here to which the City is bound by this agreement and of course you are too, so that's my concern. So you have no plans. Highland Fairview two years from now is not going to be here trying to pull out parcel 5 or section 5 of this.

SPEAKER PETERSON – No

COMMISSIONER OWINGS – Okay thank you

COMMISSIONER VAN NATTA – Was this the only parcel in the development that was not age restricted? Is now the rest of Aquabella age restricted?

SPEAKER PETERSON – That's correct. Well the exception and to just be completely accurate; the High School site was technically part of the Specific Plan. It is obviously not age restricted.

COMMISSIONER VAN NATTA – But all the residences that are…

SPEAKER PETERSON – Correct, all the residential property…

COMMISSIONER VAN NATTA - …that are under the program now, the rest of them are age restricted.

SPEAKER PETERSON – That is correct

COMMISSIONER VAN NATTA – And this was the only section that was not

SPEAKER PETERSON – That is correct

COMMISSIONER PETERSON – Okay

VICE CHAIR BAKER – Are there any other questions of the Representative or the Applicant? Thank you very much. Now we will open this up to Public Testimony. I have no Speaker Slips on this item so I will close the Public Testimony on this item and we will go forth with Commissioner's Debate.

PLANNING OFFICIAL TERELL – Chair Baker; just to clarify the questioning that was occurring; no property owner can agree not to ever change their mind in the future but in a development agreement the City is not required to approve any change that the owner of that property has. They are only required to consider it, so not that it will occur in this case, but we've got other Development Agreements in town and the owner of the property has the right to request, but they don't have the right to change it; the City always has the right to review and either

MV00112154

agree or disagree. Just to clarify that; you know if you see a change in this Development Agreement or say Towngate or some other project that has a Development Agreement, you are not required to approve it but the owner of the property can never bargain away their right to ask.

COMMISSIONER OWINGS – You know John I'm not trying to suggest that they know because I don't know what I'd I'm going to do with the piece of property that I am stuck with in Oregon in the same situation they are, but we sure have a pretty good idea when we have that much money invested in it and I think it is a fair question to ask what is the plans as of today.

PLANNING OFFICIAL TERELL – Agreed, I just want to make sure that it was clear that they could change their mind.

COMMISSIONER VAN NATTA – As I see this, this gives even though it has been taken out of the Master Plan for Aquabella; if anything, the City now has more control over what happens with the development of that piece of property than we had when it was within the development and since there was no guarantee that at any point that phase would have ever been reached, it would have turned into multiple family units anyway, I don't see much harm in approving this because they can't do anything other than it was slated for without for without coming back to us for permission anyway. I am a great believer in owners being able to do what they can with what they want to with their own property as long as they are staying within the rules and there is no harm in what changes they want to make and so I don't see any harm in approving it.

COMMISSIONER OWINGS – You know I just respectfully disagree with that analysis. This is different. This is a contractual arrangement between the City and a developer. This is not a question of property rights because there is nobody on this dais that believes in property rights more than me, but this is between a contract… you know the developer got something out of this or they wouldn't have entered into the agreement, so the City got something; the developer got something and now the agreement is being altered and I do not believe this is a property right; this is a contractual agreement.

COMMISSIONER VAN NATTA – Let me just respond to that. But the City isn't giving up anything that they agreed to and in a way neither is the owner and he has the right to ask and if there is no harm in making the change, I don't see the harm in approving it.

COMMISSIONER OWINGS – You know and I may agree with that final analysis, but the point is how we got there has to be correct and clear in our mind. We have every right to question this and it is not a matter of property rights, this is a question of contractual agreement between two parties and one party wants to change it.

MV00112155

PLANNING OFFICIAL TERELL – Commissioner Owings is exactly correct, that's why this item is before you because the City and the Applicant have to agree in order to change this contract.

VICE CHAIR BAKER – Okay another other comments?

COMMISSIONER RAMIREZ – Having said that, I believe that we need to be flexible. We need to be able to work together. Times change and things happen in a five year period, so whenever this contract was proposed and put in place, a lot has changed since. One thing I can agree with is our developer has a great proven track record. In fact when that Skechers was built, it was built way ahead of time and up to the cutting edge and as far as time frame goes, I believe that the developer completed and fulfilled all their obligations way ahead of schedule, so having said that, I find no harm in trusting the developer that either one day if he decides to sell this particular property or they decide to develop it, the fact is that this will help them and it will help us in moving the City forward. Now it is better for us to not develop something than not develop it and sit there for many, many years and have no one move into it. That doesn't make anybody any money and that doesn't make any sense, I believe that as long as we can come to an agreement to work together and be flexible, we'll be able to accomplish our mission. Thank you.

COMMISSIONER OWINGS – Respectfully I would like to point out to the Commissioner that this Development Agreement assures that there is a possibility that we could be 30 years from now and that land would be vacant, so if you want to do rapid development, you shouldn't enter into these kinds of agreements.

COMMISSIONER VAN NATTA – And I may add to that that I feel that we have to look at each one of these projects on their merit and on what was decided on this particular property. We can't go into something saying I trust this developer and I don't trust that developer or point to how a developer has behaved in any other development that he has done. We're talking about a specific plan for this specific piece of property and that's what we need to look at.

VICE CHAIR BAKER – Okay, any other comments? Okay, I guess we're at a point where we'll ask for a motion to approve this Resolution 2011-14. Do I have a motion?

COMMISSIONER RAMIREZ – I motion that we approve…

VICE CHAIR BAKER – Okay, would you do this for me Commissioner. Would you read in there that resolution? Here I'll give the sheet. We just need you to read into the record all the items there. Thank you.

MV00112156

COMMISSIONER RAMIREZ – I make a motion that we **APPROVE** Resolution No. 2011-14 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that P11-029 is exempt from the California Environmental Quality Act as the First Amendment would not Result in substantial changes to the Aquabella Development Agreement necessitating additional environmental review; and,

2. **APPROVE** P11-029, a First Amendment to the Aquabella Development Agreement to remove Planning Area 2, a 13.2 acre Parcel at the northeast corner of Cactus Avenue and Lasselle Street

VICE CHAIR BAKER – Do we have a second to Commissioner Ramirez's motion?

COMMISSIONER VAN NATTA – I'll second that

VICE CHAIR BAKER – That is seconded by Commissioner Van Natta. Okay let's poll the Commission and all those in favor?

Opposed – 0

Motion carries 6 – 0 – 1, with one absent (Commissioner Dozier)

VICE CHAIR BAKER – Thank you

PLANNING OFFICIAL TERELL – This item will be forwarded to the City Council for final review and action. That would tentatively occur on June 14th and that's all at this time.

3. Case Number:	**P08-133**	**Environmental Impact Report**
	PA08-0097	**Plot Plan**
	PA08-0098	**Zone Change**
	PA09-0022	**Tentative Parcel Map No. 36207**
	PA10-0017	**Municipal Code Amendment**

Case Planner: **Jeff Bradshaw**

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Vice Chair Baker and members of the Planning Commission. My name is Jeff Bradshaw. I'm an Associate Planner with the Planning Division. The item before you this evening is proposed by the Applicant; Ridge Rancho Belago. They have submitted five applications as part of this proposal. They include a Zone

MV00112157

Change, a Municipal Code Amendment, Plot Plan, Tentative Parcel Map and an Environmental Impact Report and those applications are all part of a proposal to develop a 937,260 square foot warehouse distribution facility on a 55 acre site. This is located in the east part of Moreno Valley on the south side of the Moreno Valley Freeway, on the north side of Fir or future Eucalyptus Avenue and about 650 feet west of Redlands Boulevard. I am going to try to present the information to you as succinctly as I can. This is a fairly large project and somewhat complicated project so I hope you'll bear with me as I present the information and I want to make sure it is clear to you; both the Commission and the public.

Starting with the Zone Change, the project is currently zoned Business Park or BP. The General Plan designation for this site is consistent with that. It also has a Business Park General Plan designation. One of the standards of the Business Park zone is the limitation that it places on warehouse structures that are developed within that zone and there is a limit on individual structures being no larger than 50,000 square feet. The Zone Changes proposed in this case to allow for the building that is being proposed; a single structure that would exceed that limitation, so the change proposed is to go from Business Park to Light Industrial Zone and that will allow for the larger building. It is important to note that both the present Business Park Zone as well as the proposed Light Industrial Zone are both consistent with the underlying General Plan designation that is there on that site.

The Municipal Code Amendment that is proposed and if I could provide just a little background on that proposal...Under the current... one of the current standards again under the Business Park Zone is this concept that that district would act as a buffer or transition area between Business Park development and adjacent residential zoning and other sensitive land uses. Even though this site would be separated from property to the south by Eucalyptus Avenue, it is still in its present location located in proximity to residential zoning and so what is proposed by the applicant is to establish in addition to the Business Park separation concept; to establish an alternative or another way of buffering sensitive land use from these larger warehouse sites and so the proposal is a new standard or change to Chapter 9.05 of Title 9, the Industrial District Section and the concept is to add a requirement within the Light Industrial Zone that would require warehouse structures that are larger than 50,000 square feet be separated from any adjacent residential zoning by a minimum separation distance of 250 feet and that would be between the residential district boundary and any warehouse building or truck corridor loading area and that is a minimum at the same time the language also suggests that that separation or buffering distance be determined by the results of Air Quality and Noise Impact Studies, so while 250 feet might be the minimum, we might have a project where the studies may actually ask for more than that and so the accompanied Municipal Code Amendment offers another way for development to occur in close proximity or adjacent to residential zoning. And for reference purposes the revised language

MV00112158

that is being proposed to that section is attached to Planning Commission Resolution 2011-13 and that is included as Exhibit E for reference.

With the regards to the development of the building, the structure that is proposed again is 937,260 square feet. The construction type that is being proposed is concrete tilt-up with architectural treatments on all four sides of the building. The colors for the building and the perimeter walls are earth tones with varying amounts of accent colors and vertical features to help break up the architecture. The facility as designed provides parking for both the trucks and for the employees and visitors to the site. There are 173 loading dock doors. If this facility and the project as designed exceeds the City's requirements for parking for trucks, employees and visitors. The loading and truck areas would be screened from view from offsite. The truck court is enclosed by 14 foot tall perimeter concrete tilt-up walls that would screen the loading activities on both the north and south sides of the building. In addition to that, the activity there is screened by slopes and a tree row that also has been conditioned and required of the project along the State Route 60 frontage of the property. You might have noted on the Site Plan there is some area at the northeast corner of the property that extends out into what would be future Cal Trans right-of-way and that area will be maintained by the Applicant with some interim landscape until such time that the property convey to Cal Trans development of future off-ramp improvements at Redlands Boulevard. As noted on the Site Plan the project has been conditioned and designed to accommodate required landscaping for the parking lot, the project's perimeter, the water quality basins and retention basins that are on site. All those areas will be landscaped to be consistent with the City standards. The future Eucalyptus Avenue frontage will include parkway, a sidewalk and there is also a segment of multi-use trail that will be built by the developer to satisfy City General Plan requirements.

I also wanted to point out some of the obligations that the Applicant has or the developer rather for street improvements associated with this project. They are required to construct at the Eucalyptus Avenue frontage across their site and that improvement actually extends from their property eastward to Redlands Boulevard. They would be responsible for constructing Street A which is along the eastern property line of the project to a half-width. They are responsible for traffic signal improvements at Redlands Boulevard at the westbound off-ramp as well as at the intersection of Redlands and Eucalyptus Avenue. They will also be responsible for constructing an additional southbound lane on Redlands Boulevard that extends from the eastbound off-ramp down to Eucalyptus and finally they are also required to work with the City to construct turning lanes at a number of intersections there at Redlands Boulevard and the on and off ramps at the 60 freeway, so all of those are required of the project and must occur before occupancy permits are allowed for the building.

The project site is comprised of multiple parcels and so there is a Parcel Map that accompanies this development. The intent of that map would be to combine

MV00112159

the five parcels into a single usable parcel so they can develop the 55 acres. It would also allow for the opportunity to convey property to both Cal Trans in the future for off-ramp improvements as well as the Riverside County Flood Control District to complete storm drain or channel improvements in the Quincy Channel along the western property line.

I want to provide just some background on the Environmental that is required for this project because of the scale and size of this project and the potential impacts that would result from its construction. An Environmental Impact Report was required for this project and going back to when this project was submitted, Staff had the opportunity to work with an Environmental Consultant to prepare an Initial Study Check List and out of that Check List it was determined that there were some CEQA categories that needed to be examined further. There was a Notice of Preparation of an EIR that was circulated in October of 2009.

The result of that was the City was able to receive responses from various responsible agencies. This was members of the community here where they identified concerns that they had with that document and were able to hold a public meeting in October of 2009 together for their input. That information was used in the preparation of a draft document that was prepared and routed to Staff and to a third party; a peer review consultant that was hired by the City to assist in the review of that document and over the course of the next year we worked with the consultant in the preparation of that document. When that document was complete and ready, it was made available; the draft of that document was made available to the public for comment and that was a period that began in October of 2010 and ended on December 6th, 2010.

Again as part of that process we held another community meeting and were able to receive comments from the community as well as other responsible agencies about that document. Following that response period City Staff worked with the consultant to prepare responses to those comments and was able to complete the final EIR and make the response to comments available and distribute those in April of this year. The Staff Report when it was circulated to you included both the draft document as well as the response to comments and hopefully you had an opportunity to be able to review that information.

Another effort the City made to be able to put the information out and have it available for the public was placing it online on the City's website for access as well as making it available in a hardcopy format at both the City and at the library. Again as we examined the project, there were a number of categories that were identified as having the potential for having impacts and through the review of the project it was determined that mitigation measures were required in some instances. Those have been introduced in the document and are included to help reduce impacts where possible. There are categories or instances where the impacts were not reduced to less than significant levels but in all instances

MV00112160

mitigation measures have been applied and the impacts reduced to extent possible.

The EIR did include mitigation measures for the following categories and the intent again to reduce impacts and those are for traffic and circulation, air quality, greenhouse gas emissions, noise, water supply, cultural resources and biological resources as well. The analysis in the EIR indicated that the project would have a number of potentially significant impacts and again in some of those categories and those include traffic circulation, air quality, noise and aesthetics. The EIR identifies mitigation measures to help reduce those, but even with mitigation the categories that I just listed do result in some impacts that can't be reduced to a less than significant level. The California Environmental Quality Act does allow for the decision body which would be the City Council to ultimately consider in instances like this a Statement of Overriding Consideration and make findings in response to that situation and if the decision making body were to determine that the benefits of the project outweigh the adverse environmental effects, it could approve the project with a Statement of Overriding Consideration.

The project presented this evening; standard notification was completed for this project. Display notice was published in the newspaper; the site was posted as well as notices being sent to all property owners within 300 feet of the property and of this evening I had received 6 comment letters connected to this evening's public hearing and this would be in addition to any comments that were provided through the review of the environmental document and I believe copies of that correspondence was provided to you and there should be copies on the dais and those were letters that were submitted to us from the Sierra Club; from South Coast Air Quality Management District; from Johnson and Sedlack which is an Attorney that represents some residents here in town; some organizations and then also from an individual named Paul Claxton and so all that information has been made available for you.

Additionally there was a memo prepared this evening. It is the yellow correspondence that you have and the intent of that memo is to identify some corrections that Staff noted that needed to be made to the Resolution and was one of those was a correction to some text that shouldn't have been in the Resolution; it was an oversight. It was text from another project that needed to be deleted and the other was some additional language that we felt made your action this evening, if you choose to approve the project or recommend approval rather, to make that action more complete. I believe that Transportation had one correction that they were going to suggest to the Conditions of Approval, so I'll give some time to Michael Lloyd from Transportation.

TRANSPORTATION ENGINEER LLOYD – Good evening Commissioners, this is Michael Lloyd with Transportation Engineering. I'd like to provide some clarification on Condition TE10. The condition was intended for Redlands Boulevard and the way it was worded initially wasn't clear, so I'd like to amend

MV00112161

the condition such that it would read "prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane, additional southbound lane on Redlands Boulevard from the State Route 60 eastbound ramp to future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16 feet". Thank you.

PLANNING OFFICIAL TERELL – Yes and with that I believe that the Community and Economic Development Director wanted to follow-up on Jeff's report.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Thank you. I'm Barry Foster, I'm the Community and Economic Development Director. I just wanted to offer up some ideas from an economic development standpoint and offer my support for this project. I hope that you got a copy; I actually gave out a table. Did you all get a copy of that? I hope you are aware that a couple of weeks ago the City Council actually approved an Economic Development Action Plan and with that Action plan we're looking at accelerating and doing a number of different things in the next two years to really help with development in the community, but most importantly we are looking to increase employment opportunities; create jobs in this community. We think that the driving force in improving the economy in Moreno Valley is to help with the job market; is to address the fact that we've got a 16.2 percent unemployment rate.

A lot of our residents that do have employment have to leave the community for work. I think in the past couple of years, we've done a fairly good job of creating jobs. We've created over 3,600 jobs in the last few years in some very challenging economic times but we really need to do a lot more and so really the focus of that Economic Development Plan is to look at opportunities at a number of areas in the community to try to create more jobs; more employment opportunities for our residents and I think that if you look at these charts they are pretty eye opening in looking at the challenges that we face and kind of where we are at right now.

If you look at the top one we are looking at a number of communities in the Inland Region that are fairly similar in size to Moreno Valley with the exception of maybe Chino in terms of population, but you can look really at the work force that is currently there in those other communities versus the housing units in those communities and that is really what you striving to do is you are looking for a balance between the number of housing units and the jobs that you have in your community. That is not the number of people; that is not your residents that have jobs; that is the jobs that you have in your community; that are situated in your community. If you look at that list, the only community that is upside down is Moreno Valley. We really need to do a lot better job at creating employment opportunities here in this community and really try to improve that balance. We are significantly out of balance right now. If you drop down to the second group on that table, you can look at those same communities and look at the inventory

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that is currently developed for Industrial and Business Park in those communities and jobs again; and again we are very lacking in terms of inventory.

With opening of Sketchers, we'll have 10.1 million square feet in this community. That is very low in comparison with those other communities that are very similar in size and population. Even the City of Chino which has half the population that we have has 30 million more square feet than we have right now. We need to provide opportunities to have industrial distribution logistics in this community. That is the one way that we are going to help stimulate and produce new employment opportunities and jobs in this community that our residents desperately need to have. If you go down and look at the last part at the survey; that is a current survey that shows the zoning that is currently in place.

The project that you are looking at tonight has a Business Park zoning already in place and we're also looking at Industrial, so even including the zoning that you already have in terms of the Business Park, we have 9 percent. At the height; at the top there is Ontario with 25 with the vast majority of those communities are somewhere in the middle there. What is the sweet spot? Where should we be? I'm not offering any ideas now, but it is certainly should be higher than what we have, so that Economic Development Action Plan that we are really advocating is looking at ways to re-zone areas that are undeveloped to produce jobs.

If you look enough people would counter and say we'll got all this property in the south part of town in the Industrial Specific Plan area; you've got some property across the street here. If you develop what is currently zoned there and there are a lot of projects that are being looked at in those areas, you will probably have another 12 million square feet that you could do fairly easily. You still are only doubling what we currently have. You are still nowhere near where the rest of these communities are at. You are really selling yourself short in terms of having available undeveloped land for opportunities with zoning for distribution, light manufacturing and logistics. You are really selling yourself short to have those opportunities for that kind of development, so that's why we are looking at and trying to stress that there are opportunities in the east part of Moreno Valley in that Rancho Belago area where this property is located in to look at opportunities; to make sure that we have property that is zoned properly that can produce jobs.

The real question with this project is it is currently zoned Business Park, so you are not allowed to do a building greater than 50,000 square feet. It is the same situation that Highland Fairview had with Sketchers. It had the same zoning in place. It is do you want a number of small buildings or one large building that can be master designed with four sided architecture and all those kinds of things… with this property if you kept it in place with the way it is you could do 19 or more smaller buildings 50,000 square feet or less. That market is not here. I really don't know when that market will come back. That market of those small industrial buildings it is just not here and I really don't know when and if it will

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come back again. The opportunity where the large retailers are looking for is what Sketchers did. It is taking 5 buildings that they currently have in Ontario and Mira Loma and putting them into one 1.8 million square foot facility that is better planned and better designed. Sketchers saves 15 million dollars annually on their operating costs by moving to that facility. It is state of the art in terms of automation and everything else. It still produces 1,100 jobs; different kinds of jobs. They are not the old school fork lift and all that kind of thing. It is higher tech. It is all computers and that and that is really the direction that logistics is going to, but they are consolidated into one large building and saving money. That is what a number of retailers have seen and that is what they are looking and they need more product; they need opportunities to have those kinds of buildings and that is what the developer is proposing, is one 965,000 square foot building rather than 19 or more smaller buildings.

The developer has a solid track record. They have built a lot of projects across the street. They are a national developer. They brought in Serta Mattress; Minka Lighting, ResMed, Frazee Paint and we are working on tentative improvements for Harbor Freight right now. They brought in National…Very respected companies that have produced jobs for this community. That is really what we need. We need to look at opportunities and make sure that we the proper zoning in place, so this project has done all the EIR's; they've done… there are 80 pages of conditions of approval for this project. They have a significant buffer from the residential, but really the question is do you want 19 or more smaller buildings or do you want one large building. That really is the question, so with that I think from an economic development standpoint, certainly we support the project and I'm happy to answer any questions.

VICE CHAIR BAKER – Are there any Commissioner with questions for Staff?

COMMISSIONER OWINGS – Could I start up?

VICE CHAIR BAKER – Go for it Tom

COMMISSIONER OWINGS – Okay first of all I'd like to clarify something for the new Commissioners so should I address you Mr. Bradshaw?

ASSOCIATE PLANNER BRADSHAW – I'd be happy to try to answer any questions that you have.

COMMISSIONER OWINGS – Because this Applicant is asking for a Zone Change, doesn't the Planning Commission have the absolute discretion as to whether or not to grant approval for this zone change? In other words take for example last week… a guy comes in and he has a little 16 house housing unit and it meets all the standards; it meets all the criteria; the Planning Commission would be hard pressed to not approve that without a really proper statement of

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findings, but in this particular case isn't it true that we have absolute discretion whether or not to approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – This type of a change along with the Municipal Code Amendment starts with the Staff presentation to the Planning Commission and their role is to review the information and make a recommendation.

COMMISSIONER OWINGS – No I'm not questioning that, I'm just trying to find our proper role. We have absolute discretion don't we whether or not we approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – The result of this evening would be a recommendation to Council.

COMMISSIONER OWINGS – Right, but we have absolute discretion, correct?

PLANNING OFFICIAL TERELL – That's correct Commissioner… this is what is called a discretionary review and therefore the Commission has as you said absolute discretion to recommend approval, denial or something in between.

COMMISSIONER OWINGS – So if you have absolute discretion we could potentially bargain for something that would go some standard in excess of the current standards for our approval, correct?

PLANNING OFFICIAL TERELL – You can ask…

COMMISSIONER OWINGS – We'll that's a bargain. Both parties have to agree right… we established that earlier

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - Okay I can tell that I'm not going to be a second term Commissioner. Can you tell that right now? You know first of all has there been a tenant identified for this?

PLANNING OFFICIAL TERELL – Well that's really a question for the Applicant but our understanding is there is not a tenant.

COMMISSIONER OWINGS – So this is a spec building so we have no idea what type of business that is going to be housed in this 930,000 square foot building, correct?

PLANNING OFFICIAL TERELL – The specific type; no. It would have to be a range of business that is permitted in that zone.

MV00112165

COMMISSIONER OWINGS – So I looked at the South Coast Air Quality thing and you guys are the experts on all of this and this is a bit above my pay grade in terms of understanding some it, so we have to rely on you to make sure that I do and I do trust the City Staff to make the proper direction or to make the proper responses, but isn't a little hard to ascertain what the traffic would be on Redlands Boulevard if we don't know what type of business is going to go in that 900,000 square foot building.

PLANNING OFFICIAL TERELL – Well I'll defer to Michael Lloyd to answer that question but typically this is a term of our… we look at what is called the reasonable; it's often called worst case development based on agreed standards and I'll let Michael kind of explain exactly how…

COMMISSIONER OWINGS – Well I don't really want to get into lengthy detail, what I just really want to do…

PLANNING OFFICIAL TERELL – Oh it will be short

COMMISSIONER OWINGS – Okay, I just want a general answer to the question in general. Wouldn't it be kind of hard to ascertain the impact to the community both on traffic or pollution? It seems like I read through all of these people's concerns. They seem to center around traffic on the 60 center, traffic on Redlands Boulevard and they center on overall air quality as a result of the trucks etc, so it seems to me that it is a bit difficult to ascertain with any degree of accuracy unless we know what type of person is going to go into it and I'm just looking for sort of a general idea of whether you agree with that or not.

PLANNING OFFICIAL TERELL – Well the assessment was done as this being a warehouse facility, so it is a facility that has a certain number of truck docks and there are averages; accepted standards, but again I'll defer to Michael to talk about that.

COMMISSIONER OWINGS – Okay Michael… you know because there seems to be quite a bit of difference between and take for an example a Big 5 in Riverside across from Raceway Ford and the Sketchers plant up here. You know Sketchers has lots of truck bays. They may not be all used at one time. They may be used sort of for storage until they are filled or until they are directed. The Big 5 is not quite like that and you know from an honest observation of a neighbor of Big 5 which is close to a million square feet, I never see a truck go in or out of it. I would say the impact to the traffic in front of Raceway is almost negligible if any. The employees create more of a traffic problem than the trucks or anything so that is quite a different plant than maybe might or warehoused or might be placed in this particular project, correct.

TRANSPORTATION CONSULTANT ENGINEER – Correct… there is variation from warehouse to warehouse but as John indicated the standards that we follow

are based upon averages, so the calculations are based upon observations as you indicated where there are some warehouses that have lower truck volumes versus warehouses that would have higher truck volumes and we develop averages and then apply it to the proposed project's total square footage and then distribute that traffic onto that street system for analysis.

COMMISSIONER OWINGS – Okay thank you. John it is my understanding that Fairview Highland is prohibited from any traffic on Redlands Boulevard as a result of an agreement between Highland Fairview and the Sierra Club. Is that correct?

PLANNING OFFICIAL TERELL – They are… there is a preclusion of opening up the road that connects to Redlands Boulevard until a future phase of that development and there is a restriction on the …

COMMISSIONER OWINGS - … truck traffic on Redlands Boulevard, right? That is why all truck traffic in Highland Fairview is directed to Theodore?

PLANNING OFFICIAL TERELL – Well as part of Phase 1, it is all directed to there because there is no connection to Redlands in Phase 1, but by Phase 3 there will be a connection and trucks will be directed to Theodore. Obviously once a truck leaves that facility it can't be prohibited from going to Redlands because Redlands is actually a truck route, but the intent and the agreement as you said with the Settlement Agreement subsequent to the approval of that project did kind of give a proactive requirement on the part of Highland Fairview as the landlord to direct trucks towards Theodore.

COMMISSIONER OWINGS – So you say you know Redlands Boulevard is a truck route, so if you know could you please tell me the basis on which the Sierra Club made that part of their agreement with Highland Fairview. I mean what was the purpose of it; what was their concern and how did the agreement resolve their concern or address their concern?

PLANNING OFFICIAL TERELL – Well I can't speak for them. I think there was a concern of adding a lot of truck traffic to a route that is heavily used for commuter traffic primarily from Moreno Valley to the freeway or from Moreno Valley to and from Redlands, so there was a concern about if trucks go to Redlands they might be more likely to drive north to and through San Timoteo Canyon to get to the 10 freeway, so I think that was as I recall was their major concern was that trucks needed to be directed towards the freeway.

COMMISSIONER OWINGS – That concern would be just as valid for this proposed project wouldn't it as it was for Highland Fairview?

PLANNING OFFICIAL TERELL – I can't speak for them…

MV00112167

COMMISSIONER OWINGS – In your opinion

PLANNING OFFICIAL TERELL - … but I would suspect they might have a similar concern as I think is expressed maybe in some of their comment letters in the Environmental Impact Report.

COMMISSIONER OWINGS – So maybe impossible to direct traffic from the new project to Theodore but is there a similar possibility of a solution that Sierra Club was able to work out with the developer of Highland Fairview with the current developer of this proposed project?

PLANNING OFFICIAL TERELL – There are not the same options for this property. Obviously this property is much smaller than the Highland Fairview project. It is roughly a third the size of that and truck traffic can go towards Redlands or at some future date could go towards Moreno Beach, which I'm not sure that is a better alternative.

COMMISSIONER OWINGS – Okay, when addressing Tom Hyatt's concerns in your packet in locating the warehouse to another area, the City Staff recommended five alternative sites and reasons why the five alternative sites were not suitable. Noticeably absent from the list was Highland Fairview's property which has approximately 20 to 40 million square feet of available warehouse space. Is there a reason the Staff did not include Highland Fairview in the analysis?

PLANNING OFFICIAL TERELL – Are you referencing in the alternative section of the EIR? I think the…

COMMISSIONER OWINGS – Well in your response to Tom Hyatt's letter, you stated that you had Staff look at the available sites and there were five and there were actually four but you added a fifth one and that none of those sites were really suitable for this project, so I was just wondering why Highland Fairview was not on …

PLANNING OFFICIAL TERELL – The reason is because other than the Sketchers facility, the Highland Fairview property to the south does not currently permit this kind of development on it.

COMMISSIONER OWINGS – Well neither did some of the sites that you proposed as alternate sites, so I don't see that as a criteria for excluding it. You even mentioned in one of your comments that some of those sites would require a zone change.

PLANNING OFFICIAL TERELL – Well I guess I need you to reference the particular page because I am not the person that responded to that.

COMMISSIONER OWINGS – It was actually Jeff because it is unfair to put you on the hot seat. But anyhow is there any reason why Highland Fairview was not included as a potential alternate for a site when you were responding to Mr. Hyatt.

PLANNING OFFICIAL TERELL – I can't think of a particular reason why it would not have been included or it was not included.

COMMISSIONER OWINGS – Okay, alright, this question is for both I think for you John and for you Mr. Foster. It is my understanding the City and you just kind of eluded to that fact, just to prove a City Development Plan or I think that is probably the wrong terminology but you get the idea… what is it; the Action Plan last month and you know from what I read off of the website it was approved by City Council 5 – 0 which designated the area east of Redlands Boulevard as the future corporate park development. How does this project fit into that development plan? Why doesn't it? If the City Council directs in their plan that this type of development would be placed east of Redlands Boulevard, why are we recommending approval for this plan at its current location?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'm not sure specifically mentioned east of Redlands. It talked about the Rancho Belago area and that's a much bigger area.

COMMISSIONER OWINGS – It does mention that particularly east of Redlands Boulevard.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I think it was specifically talking about the Moreno Highlands Plan.

COMMISSIONER OWINGS – Let me ask you a question. If it says, if the current plan approved by the City Council says that this type of development should occur east of Redlands Boulevard, would that alter the Planning Staff's opinion of the project?

PLANNING OFFICIAL TERELL – No, I believe and if I can speak to the most recent action by the City Council; that related to creating additional General Plan designated areas where industrial development could occur and this particular site is already in the General Plan allowing industrial uses.

COMMISSIONER OWINGS – Well it is not allowing the use that they are asking right now or we wouldn't be talking about it.

PLANNING OFFICIAL TERELL – That's correct, but it does allow industrial uses.

MV00112169

COMMISSIONER OWINGS – Alright, I'm bordering on arguing here and I'm sorry. Did the Planning Staff give consideration to require the consistent architectural design consistent with Highland Fairview's building be made a condition of this project to prevent the area from becoming a hodge-podge of building designs. If you look at the industrial site on Sycamore Canyon between Alessandro and Box Springs, it looks like a checkerboard. It looks like somebody said let's try this and let's try that, let's try this and you know this is going to be visible from the freeway and if we are trying to make Rancho Belago into a up-scaled community development park why wouldn't higher standards be required of this building, so the simple question is did you consider it?

PLANNING OFFICIAL TERELL – Well I'm not quite sure what you mean by higher than what?

COMMISSIONER OWINGS – Well you know I'm not talking but beauty is in the eye of the beholder, whether it is a pretty building or it is an ugly building, but it seems to me that there could have been some consideration given and I just want to know if you did to making this project a condition of approval for the zone change that this builder; that this development be consistent in its architectural design with Highland Fairview.

PLANNING OFFICIAL TERELL – And I guess the quick answer to that is no. This is not part of a Specific Plan that has established a particular type of design. Staff did look at this and wanted a high quality of design and also if you look at it, it includes of similarities. The color palette is similar. It is basically white. Most of the building is white and it also includes the spandrel glass which is a material that is very prevalent on the corners of the Sketchers building.

COMMISSIONER OWINGS – But there would be nothing that would prevent this Planning Commission to make that a condition of approval, would it?

PLANNING OFFICIAL TERELL – I guess if we could define what that meant…

COMMISSIONER OWINGS – Well at least consistent with the project. I think that's pretty clear. I have seen that lots in Planning Commissions.

PLANNING OFFICIAL TERELL – I would ask for clarification of it because we would not… I mean Planning Staff would never recommend that this building look exactly like the Sketchers building. Probably different than Sycamore Canyon which I agree there is quite a variety of architecture over there and colors; is the Ontario Business Park east of the Airport. It is actually a Specific Plan but you look at the buildings and they are sort of different but they all kind of blend in.

COMMISSIONER OWINGS – John you know there is no standard for Moreno Valley for this; there is no City standard, so the Planning Commission has to act

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as that standard. Wouldn't you agree? We have to be the one that set the standards.

PLANNING OFFICIAL TERELL – You need to provide direction to set the standards. That is correct.

COMMISSIONER OWINGS – So if we want to have an upscale development park there, shouldn't some consideration be given to creating a building that is consistent with the largest building in the City?

PLANNING OFFICIAL TERELL – And I guess my contention would be that it is.

COMMISSIONER OWINGS – So then Mr. Foster I just was wondering instructionally, could you tell me what the definition of work force is on the chart you passed out.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is all jobs in that community. I don't have a break down on types. It is total work force.

COMMISSIONER OWINGS – When you say all jobs is that all jobs held by people who live in Moreno Valley or is that all jobs held by anybody?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, those are jobs that are currently in Moreno for all types and that is the same thing with those other communities.

COMMISSIONER OWINGS – So for example taking Ontario, we don't really know if anybody that works; that 107,000 do we know if they live in Ontario?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – We don't, so that might be an unfair comparison right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No what we are looking at is a jobs balance of housing units…

COMMISSIONER OWINGS – But it really doesn't measure employment in Moreno Valley does it?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No it does not.

COMMISSIONER OWINGS – Thank you. Alright, Industrial Business Park down here where you have these percentages is for each of those, are you trying to

MV00112171

equate Industrial Business Park square footage with the percent with employment? Is that what you are saying that there is a direct correlation?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That's the percentage of Industrial and Business Park zoning in Moreno Valley and those other communities and there is a correlation between the jobs that you can produce from that kind of development.

COMMISSIONER OWINGS – But there might be other factors that might cause Moreno Valley for example to be less than Ontario that are not taken into consideration in this analysis?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes there is

COMMISSIONER OWINGS – Thank you and there could be many factors, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Thank you… so the real question is my opinion… Let me ask you a question too. What is your official title for the City?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Community and Economic Development Director

COMMISSIONER OWINGS – So are you John's boss?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Do you feel a bit funny about advocating so heavily for this in front of this Planning Commission when in fact they are supposed to be the City Staff and take an objective look?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – My comments were from an economic development standpoint.

COMMISSIONER OWINGS – Well I appreciate that you are wearing that hat, but when you are back in the office does that present a problem?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – Thank you. So that's about it. Thank you.

COMMISSIONER VAN NATTA – I wrote a list of questions and you have hit most of them already but I do have a question. Isn't there plans in the future for

MV00112172

a school over on that side of town like maybe north of the freeway north off of Ironwood someplace or sometime in the future?

PLANNING OFFICIAL TERELL – The School District is considering two potential sites for a future High School. They have not yet made a determination. One of those is on Ironwood west of Redlands and the other is at Ironwood and Nason.

COMMISSIONER VAN NATTA – Okay would it be likely that students from the south side of the freeway would be attending that school?

PLANNING OFFICIAL TERELL – It's hard to tell but one of the other things that I participate in is the School Attendance Boundary Committee as a representative and the intent of the School District Staff in looking for High School 5 is really to have all students north of the freeway go to a high school north of the freeway. Valley View High School which is the closest High School in that location, half of their students come from north of the freeway, so one of the thoughts about having High School 5 north of the freeway is that they could have the freeway as a dividing line for school attendance boundaries, but there is nothing to say that students south of the freeway might not attend there just like students north of the freeway now attend Valley View.

COMMISSIONER VAN NATTA – Okay because I'm looking at the traffic patterns here and I'm concerned about people who are going to the north side to the south side, whether it is for work or whether they are driving through San Timoteo to get to work or something like that because if Redlands is now going to be used as a truck route in and out of this location and Moreno Beach is a very busy intersection there with all the businesses and everything and Theodore is being used by trucks, that really limits the amount of access that people south of the freeway have to north of the freeway or to that route up there through the hills to go to work in San Bernardino or Redlands or any place up there and I remember all the debate that went on about building the Highland Fairview project and people concerned about traffic and I remember how strongly it was emphasized that oh no it is not going to be a problem. All that traffic is going to in and out of Theodore and I even saw I thought at one point an architectural rendition showing how it was going to be developed along the future Eucalyptus Avenue to where the trucks could not even go through there to get back onto the freeway, they would have to leave the Highland Fairview project, go to Theodore and get on the freeway, so this comment about them being able to use Redlands in the future was a little puzzling to me because I thought it was really clear that the truck traffic was going to be on Theodore.

PLANNING OFFICIAL TERELL – That is the intent of that project and that is the commitment of the developer of that project. The graphic that was shown that I think showed kind of and looked at what is similar across Sunnymead Boulevard as you get up at Frederick, but that is not a requirement of that project. It was

MV00112173

just a suggestion that they had or something that might prohibit or you know really make it physically impossible for trucks to go towards to Redlands. The reality is that they've made an affirmative commitment to direct to director traffic to Theodore, but in the final analysis, they can't. It would be very difficult to never have a truck go that way, but your question I think was what is the impact on Redlands Boulevard relative to truck traffic and I'm going to defer to Michael Lloyd because that is an element of the Traffic Study to identify how many trucks and motor vehicles would be accessing Redlands Boulevard to get to the freeway and what is the mitigation to make sure that with that additional truck traffic, should it be approved, that street still operates at a safe and appropriate level consistent with our General Plan.

COMMISSIONER VAN NATTA – And as an add-on to that question I would ask other than I heard you speak about a traffic lane on Redlands Boulevard, but I didn't hear about any specific improvements that this developer would be contributing to on the Redlands interchange. I think it is going to need more than just adding a simple traffic lane to do that and recalling again what we went through on the approval. I mean I watched all the meetings and everything like that and all the things that were required for the development for Highland Fairview. Are there similar mitigations being required of this developer? How much money is going to be put into developing freeway on-ramps and off-ramps and that whole interchange there that is going to be chargeable to this site which isn't a third of the Highland Fairview but more like 40 percent?

PLANNING OFFICIAL TERELL – Well Highland Fairview is actually approved for 2.4 million square feet of industrial and then it has its commercial in addition to that, so it is the total and not just the current building, but yes there are similar mitigation measures and I'll defer to Michael to kind of list those briefly.

TRANSPORTATION ENGINEER LLOYD – Good evening again; Michael Lloyd with Transportation Engineering. Based on the Traffic Study that was conducted for this project, the project applicant would be required to install a traffic signal at Redlands Boulevard and the State Route 60 westbound ramp. They would also be required to install a traffic signal at Redlands Boulevard and Eucalyptus Avenue. The applicant would be required to construct an additional southbound auxiliary lane along Redlands Boulevard between State Route 60 eastbound ramp down to Eucalyptus Avenue. The applicant would also be required to improve the intersection of Redlands and Eucalyptus to include turn lanes; that includes a northbound left as well as a southbound right turn lane. The project applicant would also be required to improve the intersection of Redlands Boulevard and State Route 60 eastbound ramp to provide turn lanes. Currently there is a northbound left turn lane. This project would be required to install in the eastbound direction a left turn lane as well as a right turn lane. Currently there is only one lane there, so this would be required to put in an additional turn lane to accommodate the right turning trucks and cars. This project would also be required to install improvements at Redlands and the State Route 60

westbound ramp. I don't recall off the top of my head and I apologize what turn lanes are out there currently today, but I believe there is a northbound through lane; a southbound through lane and this project would be required to construct a northbound right turn lane again to accommodate traffic from south of freeway turning onto the ramp and those are the specific improvements that this project would be required to construct.

PLANNING OFFICIAL TERELL – And those would be similar but not the same as the improvement that Highland Fairview is doing on Theodore.

COMMISSIONER VAN NATTA – Uh huh, so that is in anticipation of a great number of trucks going up and down on Redlands which still doesn't address the fact of what about people going in private cars north and south of the freeway. That still doesn't leave us a safe and easy way to get across without being subject to additional traffic there, but okay I see…

PLANNING OFFICIAL TERELL – There will be additional traffic and there will be truck traffic, so I think the Traffic Study shows that it would meet the standards for the City of Moreno Valley for its General Plan, but again it is obviously going to be more traffic than is there today and trucks that are not there today.

COMMISSIONER VAN NATTA – But what is difficult is gauging the amount of traffic because we were able to take a look at and you know count how many trucks was Sketchers going to use because we knew who the tenant was going to be and what are their plans and when do they run and everything else like that, but this still leaves a lot of questions about that. My other question has to do with the chart that you gave us and you are comparing several different communities here to Moreno Valley, but then when you get down into the Industrial and Business Park zoning who have included a couple of other communities. I just want to make sure John was listening because I had a question.

PLANNING OFFICIAL TERELL – I'm sorry… I was just checking because we were thinking that the Traffic Consultant that prepared the study; obviously Michael reviewed it and is very well versed in the City's standards, but it is our understanding that the Traffic Engineer who prepared the Study that was reviewed by Michael is also here, so if we need him I just wanted to verify that but I'm sorry, your question…

COMMISSIONER VAN NATTA – Okay… yes but just in response to that, that still is using supposed numbers of maybe and we don't know until we know who the tenant is going to be on that property how it is going to be affected.

PLANNING OFFICIAL TERELL – Right and the reason we do that is because first of all a tenant is not… let me go back. For the Highland Fairview project, the analysis was done the same way as the analysis for this project. The added

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information was for Sketchers as they had more specific information which was lower than what the study indicated, so it was just more information, but the standard; that project was actually reviewed based on the same standard of an average and Sketchers identified their truck traffic is lower than the average and whether that changed the decision or not I'm not sure, but the other thing to take into account is once a building is built, we can't assume that the same tenant will be there until the building is torn down or redeveloped, so that's why we have to look at it at this average.

COMMISSIONER VAN NATTA – I understand that when you have somebody in with a 20 year lease or something, at least you know you have some certainty of what is going on for the next 20 years. In looking at your chart here with your Industrial Business Park zoning and the other cities that have been added here and you said there is correlation to employment levels and the amount of Industrial and Business Park zoning in a city, does that mean that Perris with 21.7 percent of Industrial and Business Park zoning as compared to Moreno Valley's with 9 percent has a lower unemployment rate?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER VAN NATTA – I didn't think so

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – We didn't have the work force numbers for those three communities so we didn't include those.

COMMISSIONER VAN NATTA – Because it is my understanding that Perris' unemployment level is just as disastrous as Moreno Valley's and yet they have more than double the amount of Industrial and Business Park zoning within their City, which there again we get back into we don't who the tenant is and it is kind of like if I wanted to rent out a room in my house because I need more money, I'm going to very, very careful who I rent to because I want to protect my children and I want to make sure it is safe and everything like that and knowing who is going to be moving in is kind of a nice thing to know if we have it and in this case we don't have it. All we know is that it is going to increase truck traffic on a street that we as the residents were told before was going to be protected from truck traffic. I guess I'm arguing and I should be just asking questions. Okay that was all I had to know.

COMMISSIONER SALAS – I'm kind of confused. Are we adding a lane to the ramp or are they going to add a lane or are they going to widen the ramp… I mean the bridge over the freeway? Are they widening that?

TRANSPORTATION ENGINEER LLOYD – They would not be conditioned to widen the bridge structure.

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COMMISSIONER SALAS – So in other words we're going to add lanes that are going to funnel down to one lane because that is only a one lane going across. Is that correct?

TRANSPORTATION ENGINEER LLOYD – That is correct

COMMISSIONER SALAS – That's not good

COMMISSIONER OWINGS – Just to follow-up to your question, when you say you know if they have been moved out 12 years; a tenant moves out in 10 years, John wouldn't they still be bound by the conditions of approval if they moved in 20 years from now or 30 years and then they'd be right back here asking us to amend those conditions, so it's not really an accurate analogy is it?

PLANNING OFFICIAL TERELL – As long as they can continue to meet the conditions of approval and typically the environmental is done for this broader range of possibilities and not just a specific tenant. That was my point.

COMMISSIONER OWINGS – If Big 5 went out of business tomorrow in their distribution center across from our dealership, any potential tenant would be bound by any of the conditions of approval for that project and they would have to come here or to the Planning Commission in Riverside to seek changes to it, so it's not like it's open season when someone moves out.

PLANNING OFFICIAL TERELL – No, they still have to comply with the conditions of approval and again the conditions of approval, other than special conditions that might have been added are based on the averages. They are not based the specific tenant.

COMMISSIONER OWINGS – So and then on these Industrial Business Park zoning statistics we really probably should have a breakdown between the Industrial and the Business Park portion of it; right, the large buildings versus the small buildings for each of those cities before we can make any real beginning of any kind of analysis as to which one of those types of businesses produces the most business. Now I understand now that the current business climate says you know the bigger buildings are more in favor than the smaller buildings, but there is no real correlation between the size of the building and jobs created are there?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – There is not and cities will differ in terms of what they classify as a Business Park. Not every city is unique to what Moreno Valley does where they require that 50,000 square feet or smaller. There are a lot of communities that would have Business Park zoning that would require a larger building.

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COMMISSIONER OWINGS – You know I just, if by manner of just reminding everybody the definition of average; it is the best of the worse and worst of the best, so depending on where you fit in on that average, it could be good or it could be bad, so that is just more of a comment.

VICE CHAIR BAKER – Okay, is there anyone else for comments to the Staff?

COMMISSIONER OWINGS – I do have one. I hate to belabor it but intellectual honesty demands me to ask you this question. Paul Claxton writes and he says I can hardly wait for 200 semi trucks an hour to roll down the 60 Freeway, Ironwood and other streets creating the noise and the pollution. That is not a factual statement is it?

PLANNING OFFICIAL TERELL – That is related to the Sketchers warehouse, right; the comment…

COMMISSIONER OWINGS – Well right, but even that… is that factual?

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – It is not factual, so what would that actual number be?

PLANNING OFFICIAL TERELL – Something less than 200… There was a number there and I thought it was something of over a little over a thousand was the average… kind of the… It wasn't related to the specific… I believe with Sketchers it was a very low number because they knew exactly how many trucks that would be coming in and out of there…

COMMISSIONER OWINGS – And they certainly wouldn't be on Ironwood would they?

PLANNING OFFICIAL TERELL – No, Ironwood is not a truck route is it?

TRANSPORTATION ENGINEER LLOYD – That is correct. Ironwood in this particular area is not a truck route and so they would be prohibited from using Ironwood.

COMMISSIONER OWINGS – Well he goes onto say this warehouse hasn't created a single job in the City. That's not true either is it?

PLANNING OFFICIAL TERELL – Well it has created construction jobs certainly already.

COMMISSIONER OWINGS – Alright… Well I just think everybody should be honest in their comments.

MV00112178

VICE CHAIR BAKER – Okay, moving on. Does anyone else want to comment? At this point I think we'd like to bring the Applicant forward. Would you please state your name and address for the record.

APPLICANT RICE – Sure my name is Dennis Rice and I reside at 201 Covina, Long Beach, California. I'm with Ridge Property Trust and we're the developer of the proposed project which we call West Ridge Commerce Center. By way of background, Ridge Property Trust is a private real estate investment trust. It was mentioned earlier that we are a national company. We are headquartered in Chicago. We have an office here in Southern California, one in Dallas, Texas and one in Monterey, Mexico and we've done some other work in the City of Moreno Valley and also here in the East Inland Empire. Specifically we have developed about half of the Centerpoint Business Park Project across the street here, which is bounded by Frederick to the west; Cactus to the south; Alessandro to the north and Heacock to the east there. We've built five buildings totaling about 1.85 million square feet. They are all 100 percent leased right now and we have about six more buildings to build there, totaling about just under 1.2 million square feet and that will finish out that project. It is 162 acres. We also have a building down in Perris that we developed. It was 1,310,000 square feet and that was leased out to Hanes Brands and we have room down there to do about another 2.6 million square feet in addition to the building that we're proposing today of 937,000 square feet.

One thing I'd like to point out with the Hanes Brands because we have talked about truck traffic and averages and the best of the worst and the worst of the best, is Hanes again is 1,310,000 square feet. They have and depending on their season; right now they are in their back to school season. They employ between 800 and 900 people in that facility. They average throughout the year 25 inbound trucks and they average 40 trucks per day that are outbound, so a total of about 65 trucks per day on average, which kind of goes to some degree with what Mr. Owings was saying with the Big 5 facility over there near the Raceway Ford Dealership. Before I go any further, I'd like to thank the City Staff; especially Jeff and John. We've worked really hard on this project to get it to this point. Also, I appreciate all the input of the other Planning groups and all the different departments within Public Works, Parks and Community Services and the Police and Fire folks. We've owned this property now for a little over 4 years. We bought it in March of 2007.

One thing I would like to talk a little bit more about the project. I think Jeff did a great job of explaining all the particulars about the project, but one thing we did and I believe you may have gotten this package from me is we did a Community Outreach Program that we started about a year ago in June of 2010 and what we did with that program is we mailed about 20,000 project brochures to the residents on the east side. It was a four page color brochure that had a tear away card that people could mail back in and what we got out of that was about 154 responses out of the 20,000. Six of those went undecided; 29 were in

MV00112179

opposition of the project and 119 were in support of the project. Back in October of 2010 we hosted a project Open House at our Centerpoint Project where we invited all the people that replied to the cards, various community leaders within the City of Moreno Valley and also the different Moreno Valley Chamber of Commerce's and back then in November we did a promotion to make the community aware of the Public Hearing/Public Information Meeting that was going to take place on December 2nd and also on November 13th and December 11th, we walked door to door on that east end of town and handed out about 800 project brochures on this particular project here and engage with people and answered any questions that they might have with regards to the project within the packages all the response cards that we got in the mail and again some were in opposition and some were in favor and there were some good comments and we have a project website that people can go and refer to. We have a link to the Draft EIR and also the Final EIR. We also have a 1-800 number they can call and can leave a message and we get back to them and try to answer any questions they may have or discuss any issues that they have. With that we've got our team here that put together the EIR; Ross Geller and Charlie Wray with Applied Planning and are here to answer any questions and also we've got Eric Affith(?) with Urban Crossroads to answer any questions with regards to the Traffic Study that was done.

COMMISSIONER OWINGS – Mr. Chairman may I ask a few questions?

VICE CHAIR BAKER – Yes

COMMISSIONER OWINGS – Mr. Rice my name is Tom Owings; welcome.

APPLICANT RICE – Thank you

COMMISSIONER OWINGS – You know my view of this job is I don't have a dog in the hunt. I am not on anyone's payroll except my own and I feel that our job as Commissioners is just to make sure that everybody in the audience has their questions answered that they would ask if they were sitting here, so I hope you will take my questions in that spirit.

APPLICANT RICE – Sure

COMMISSIONER OWINGS – This is a very impressive book and in fair disclosure/ full disclosure I live on Canterbury Downs Way, which is not within 300 feet of your project, but I do live within a close proximity to it, so I did get one of these beautiful folders that you sent; questionnaires. I looked it over from head to toe and I couldn't find anywhere in here where you said how large this building was going to be in this brochure. There is nowhere in this brochure does it say it's a million square feet and now I do have to tell you that I've had two cataracts repaired since then or prior to that so I have may have missed it, but I

MV00112180

don't see it and I just wondered why it wasn't mentioned when you got the public response.

APPLICANT RICE – Yes, I don't know the answer to that Commissioner. I believe there were references to the website where you could gather that information.

COMMISSIONER OWINGS – Well you know the question just is begging you know if it is going to create a lot of jobs and have all the positive attributes or things to the community that are attributed by the size of it, that we would mention the size, but that is okay. So then the other thing that I noticed in it was that there were like 19 people who said they were against your project and they basically talked about traffic congestion. You know there were a few vague illusions to you know livability of the neighborhood but really I just don't know, I can't put a finger on what that is… Traffic we all know; pollution we all know and congestion around it by trucks, we all know, so of the people that said that they in favor of it, other than the fact that they didn't realize it was a million square feet. I didn't see a lot of comments about it. There were a few that said jobs, so I wondered if you could address how many jobs will be brought to the community as a result of it, since we don't even know who is going occupy it.

APPLICANT RICE – That is a great question. I don't know the number of jobs. All I can tell you is…

COMMISSIONER OWINGS – Okay, but you do allude to it in your brochure as 300.

APPLICANT RICE – That is based on the number of parking stalls that are available

COMMISSIONER OWINGS – The parking stalls respectfully don't equate to jobs.

APPLICANT RICE – True

COMMISSIONER OWINGS – Especially in the days where they stress so much carpooling

APPLICANT RICE – Right and I'll give you an example of that down in Perris at the Hanes Brand building, they have 800 to 900 jobs. We have 375 stalls associated with that building.

COMMISSIONER OWINGS – But there again, those are all estimates. You say to the Planning Staff that we are going to have 300 jobs and they tell you how many parking spots you need.

APPLICANT RICE – No, I think that is based on…

MV00112181

COMMISSIONER OWINGS – Well it is based on a Code

PLANNING OFFICIAL TERELL – It is based on the square footage of the building

COMMISSIONER OWINGS – Right, so it is a formula

APPLICANT RICE – Right

COMMISSIONER OWINGS – It doesn't necessarily equate to jobs

APPLICANT RICE – You could have more or you could have less

COMMISSIONER OWINGS – So what I'm asking you is you know it doesn't that that 300 number in this brochure really equates to anything except parking spaces. Is that a fair analysis?

APPLICANT RICE – I guess so, yes

COMMISSIONER OWINGS – And another thing I noticed is that a hundred and something people that said they were in favor of the project, many of them didn't say what zip code they were in and there were a lot of different streets. Was any attempt made on your part on your behalf to determine how many of the people in favor of this project were really living within proximity to the building?

APPLICANT RICE – No, we did not do that

COMMISSIONER OWINGS – So there could be people that aren't even in the same zip code responding that they are support of it. Is that an accurate statement?

APPLICANT RICE – It could be accurate. We could give you a copy of the mailing list if you'd like

COMMISSIONER OWINGS – Well I understand it, but that's a lot of time for me to get a map out and find out where all these people are. I'm just asking did you make any attempt to determine the proximity.

APPLICANT RICE – No we did not

COMMISSIONER OWINGS – So there could be people who are saying they are in favor of it that live on the other end of town.

APPLICANT RICE – Well the mailing list was pretty much directed to the east end of town.

MV00112182

COMMISSIONER OWINGS – Okay, but I noticed there is one in here for 95551 and it would seem that this building is in 95555, which is the largest zip code in the city.

APPLICANT RICE – Okay

COMMISSIONER OWINGS – So my point is there obviously were people who were mailed this survey… I'm not trying to be argumentative; I'm trying to figure how much weight I should give this survey.

APPLICANT RICE – What I think I'll do is I'll get you a copy of the list and…

COMMISSIONER OWINGS – No, I'm asking you to tell me now.

APPLICANT RICE – I don't have that information with me here…

COMMISSIONER OWINGS – The question is simple. Let me finish the question and then you can answer it. There is a possibility that people said they were in favor of this that do not in close proximity to the building. Is that a correct statement?

APPLICANT RICE – If you say it is, then I'll agree with you.

COMMISSIONER OWINGS – I'm asking you. You did the study.

APPLICANT RICE – We mailed it out to 20,000 people Commissioner…

COMMISSIONER OWINGS – So a fair response is would be you don't know
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APPLICANT RICE – I don't know and what I'll do…

COMMISSIONER OWINGS – I can accept I don't know

APPLICANT RICE – Okay, what I'll do is I'll go back and we'll pull those cards and we'll map those 119 people were.

COMMISSIONER OWINGS – So you mentioned Hanes… I like your example of Hanes, but that is not the tenant here, right?

APPLICANT RICE – That's correct

COMMISSIONER OWINGS – Okay, so their usage really might not relate to the potential use/potential tenant here.

APPLICANT RICE – Absolutely

MV00112183

COMMISSIONER OWINGS – So have you ever signed as a developer; have you ever signed a lease for the development of a large building and then gone to the City and sought entitlements?

APPLICANT RICE – No, because I don't think I could build the building without…

COMMISSIONER OWINGS – Well you sign the lease conditioned on entitlements, right? Have you ever done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – Okay, so that is not a practice among builders of large buildings?

APPLICANT RICE – No and I don't think there is really any tenants in the market that would ever sign a lease conditioned on entitlements because there is no guarantee that they are going to be able to get that building.

COMMISSIONER OWINGS – Are you familiar with Sketchers?

APPLICANT RICE – Sure

COMMISSIONER OWINGS – Did they sign a lease prior to having all their entitlements?

APPLICANT RICE – I don't know
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COMMISSIONER OWINGS – I think they did. John do you know?

PLANNING OFFICIAL TERELL – Well that was what…that was said and…

COMMISSIONER OWINGS – So to the best of your knowledge Sketchers signed a lease prior to having its entitlements?

PLANNING OFFICIAL TERELL – Yes, but I will say that is very unusual

COMMISSIONER OWINGS – That's unusual, but that's what happened, right?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER OWINGS – Okay, but you have never done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – So it would make it more difficult to get somebody to sign on without entitlements?

APPLICANT RICE – It would. If you weren't able to get the entitlements they obviously would want a right to cancel the lease

COMMISSIONER OWINGS – But right; I agree with that. That would be obvious. My point is this; you know this is kind of a pig in a poke to us and it would sure… and I'd probably vote for it in a nanosecond if I knew who was going in there and the City had some way of really having a better estimate of all the impact that it could have to the City and the residents around and so you know I'm just trying to get to that point to I can vote for your project, so I'm just wondering could we or how uncomfortable you'd be to say come back to us after you've had a tenant in mind or even…

APPLICANT RICE – And then seek entitlements then…

COMMISSIONER OWINGS – Well seek the zoning change, yes

APPLICANT RICE – Um, I think it would be very difficult because there are other opportunities for those tenants to do those build to suits with a guarantee that they can get that building and there is obviously a lot involved planning wise for a user of that size to know that they are guaranteed a building there or not.

COMMISSIONER OWINGS – Would you have any objections to my earlier comments to making the building consistent to the Sketchers building architecturally?

APPLICANT RICE – I think like you said, the beauty is in the eye of the beholder and I think this building is just as good or if not better than the Sketchers building.

COMMISSIONER OWINGS – Well in terms of the standard of construction, would you say it is going to be the same standard of construction?

APPLICANT RICE – What is standard of construction mean?

COMMISSIONER OWINGS – Well the level of construction; excuse me; wrong term. Would it be the same level of…?

APPLICANT RICE – Yes, it will be a concrete tilt-up; extensive amount of glass. It has got a lot of that metal that you see on the Sketchers building around the square windows.

COMMISSIONER OWINGS – Yes but, okay, but it does look totally different than the Sketchers building to me. Would you have an objection to a condition that would require you to make it more consistent with the Sketchers building?

APPLICANT RICE – I think I would, yes

MV00112185

COMMISSIONER OWINGS – Fair enough

APPLICANT RICE – Sketchers is Sketchers and we don't want to be like Sketchers and we don't want to be like Highland Fairview. We want to have our own identity and I think it is better for the City too.

COMMISSIONER OWINGS – Well you know it seems to me that you are going to want people to move or whatever tenant comes into that particular building is going to want people to live where they work, right?

APPLICANT RICE – Yes

COMMISSIONER OWINGS – So we have to have an eye to protecting the visual impact that this building will have in the very area in which we're going to ask these people to live. Would you agree with that?

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – You know, initially when Sketchers opens, it is my understanding that most of the people that will be employed there probably still live in Ontario, so it is our job as a City to seek those people to come over here and live here so that there being here means something; taxes; spending their money here; etc, etc., so it would seem to me that we don't want to have an eyesore from one end of the 60 freeway to the other of these large buildings that all look alike, so I'm hard pressed to understand while consistency in architectural design is so objectionable, but with that I'll just pass it on to the other Commissioners.

COMMISSIONER VAN NATTA – I had a little time on my hands while I was watching Dancing with the Stars the other night and I went through a couple of pages of the comments, just where you had the addresses and stuff of the people and I did mark down on a map. I used red for the people who were against it and green for the people who said yes they would like it and I know you probably can't see too much of that here and this isn't all of them by any means, but it might not surprise you to know that the closer they were to the project and the more rural or larger the properties that they lived in, the more likely they were to say they did not want the project there and that most of the responses that said yes they liked the project were clear down along the south side of town along LaSalle, south of Iris; some of them over in the 92551 area and so it seems like those that are most impacted with the project and have the biggest objection to the traffic and everything else like that were the ones that were closer, so just kind of respond to what you were asking him about that and that does kind of give a feel there, but also I circled in purple on this from your report here when you said that you did door to door in a particular area and with one exception and that was clear down on this side of here, just going through those first couple of pages where there were yeses and no's, all the ones that were within that area

MV00112186

that you seem to feel that were most impacted where the ones that said they didn't like the idea of the project there, but that was just to elaborate on what you were talking about where it was. I didn't really have any other questions beyond that except for your hotline and I'm looking at what you gave us on your hotline and the answers that they were allowed to give after name, phone number, email address, their options were yes, undecided and looking for work. There wasn't anything there that said no, so if they did call into the hotline and it is interesting that almost everybody that said yes, also marked the looking for work, which might have impacted their answer yes, but why wouldn't the hotline have an opportunity to say they didn't like it rather than yes or undecided.

APPLICANT RICE – I don't know the answer to that question

COMMISSIONER VAN NATTA – Okay, fair enough, thank you.

VICE CHAIR BAKER – Is there anyone else? Okay, Commissioner Crothers has a quick question?

COMMISSIONER CROTHERS – I just want to thank my fellow Commissioners for bringing up some of the issues that I also have while going over these proposed projects and I just want to thank you for being so efficient and thorough.

VICE CHAIR BAKER – Is there anyone else for questions to the Applicant?

COMMISSIONER OWINGS – You know Mr. Rice I wonder is there anything that we should have asked you that we didn't that you'd like to elaborate on or any of the people that you brought with you that could inform us of the traffic situations beyond or any of the other concerns that you would like to address tonight?

APPLICANT RICE – No I think you did a pretty good job. Nothing comes to mind that I would want to ask you right now. We have put a lot of work into this and I appreciate your consideration. I guess I could ask my team if they have got anything they'd like to contribute.

COMMISSIONER OWINGS – Certainly, with your permission Mr. Chairman

APPLICANT RICE – We'll wait until Public Comments. Okay, thank you

PLANNING OFFICIAL TERELL – Yes Chair, at this time and I don't know if this might be an appropriate time to take a short break if you like or not before we start the Public Comments. I do know that Commissioner Crothers has to leave to go to work, so…

VICE CHAIR BAKER – That's fine, do we need a…

MV00112187

COMMISSIONER OWINGS – Maybe we should just soldier on

PLANNING OFFICIAL TERELL – That's up to you, but I just wanted to give Commissioner Crothers…

VICE CHAIR BAKER – She is going to work, so if want to keep moving forward, I'm with you on it okay.

PLANNING OFFICIAL TERELL – Obviously we'll have a tape of these minutes, so should a decision not be made tonight you would have an opportunity to review those and still participate.

VICE CHAIR BAKER – Oh do you want to take a break?

COMMISSIONER SALAS – No go ahead

VICE CHAIR BAKER – You're okay… We'll open the Hearing up for Public Comments on Item No. 3.

PLANNING OFFICIAL TERELL – If we can just hold off allowing Commissioner Crothers to leave and then we can start so she is not walking in front of somebody that is speaking.

VICE CHAIR BAKER – Thank you. Okay our first speaker will be Susan Zeitz; excuse me and we do have a three minute limit. Please state your name and address.

PLANNING OFFICIAL TERELL – Yes unfortunately those are the rules that have been established, so…

SPEAKER ZEITZ – My name is Susan Zeitz and I've lived here since 1984 at 26386 Ironwood Avenue here in Moreno Valley; unfortunately on Ironwood. I'd like to address a few of the things that you guys have been talking about versus my original thing; high schools. The majority of students who go to Valley View come north from the north side come from the north west and that's where the High School needs to be. Putting a High School on site number one or two, but especially number one is like a Cinderella story. They are trying to fit the land to the project instead of the project to the land. Additional traffic is going to be a nightmare. Two High Schools so close together with more than 3,000 hormonally challenged teenagers is not a good idea.

VICE CHAIR BAKER – Would you address the subject matter here

SPEAKER ZEITZ - I'm getting there.

VICE CHAIR BAKER – Okay you've got three minutes

MV00112188

SPEAKER ZEITZ – You guys covered all this stuff too. Yes you did, I heard High School and I heard all kinds of stuff; traffic; bridges; gas prices over there; the truckers are not going to stick with the freeway routes, they are going to go the shortest route. They are going to be on Ironwood. Any increase on big rig traffic north on Redlands Boulevard is going to be a nightmare for the people who live on the other side of the side hill. There is already a problem and people trying to go around these rigs on Ironwood and on Redlands Boulevard and different places are going to have more head on collisions, so traffic is already bad on Ironwood; it is already bad on Redlands Boulevard. The bridge is a nightmare on Nason trying to get to the High Schools because improvements weren't done when those projects were approved other at Target and all that. The same thing with Sketchers; narrow bridge; wide roads on either side; it is a no-brainer. It is going to be a problem. They already exceed the speed limit on all of that area over there. I don't know why the planners let them put in the buildings before they make all of the improvements. The warehouses on the northeast and southeast are ludicrous, they should be near the freeway interchanges and not on the end of the town where they are going to try to take shortcuts and they are going to impact not only the people immediately there but a lot of other people too.

The State of California requires that every City and County have an adopted General Plan to provide guidance and direction, but it doesn't say they should continuously manipulate it to suit those with monitorial resources beyond the means of most of its citizens. Some of our citizens like us moved into this area because it is largely rural. Some moved into this area because they liked the original General Plan. Everyone can understand a General Plan will change a little over time but not to the extent that our City becomes unrecognizable from the first plan. Every time someone wants a petition to change or amend the General Plan the City Council should first take into consideration the City's original General Plan and not it's most recent predecessor.

We purchased our home in 1984 before the incorporation and went to the City meetings and the planning meetings and we liked the way the plan was made, but every time someone comes; every time a developer comes in and waves money in front of you and the City Council, bam, we have an amended General Plan. Often the only people that are notified are those people within 300 feet. It is ludicrous because what happens in Moreno Valley truly affects every taxpaying citizen and the City is sneaky. I feel that any time there is a petition to change or modify the original and I do mean the first one General Plan that written notice should go out to every taxpaying citizen and not just those within the 300 feet. This buyer; these people; they bought this building for almost 3 million dollars knowing that it's not for what they want. They want to put a warehouse there but they didn't buy it... they bought it knowing it wasn't zoned for that, so they are feeling pretty certain that they are going to come in front of Moreno Valley and they are going to be able to change it. You know if they thought you'd say no,

MV00112189

they'd still have spent that money for a piece of property that they can't build a warehouse on; I don't know.

The Press Enterprise quotes Darryl Hill who is the Vice President of the Dom Commercial Real Estate services sold the property; it says obviously they wouldn't have purchased this property if Sketchers hadn't happened. It is wrong to come into an area of rural homes and farmlands and build something not in keeping with the area. You should have never allowed Sketchers. Don't compound the mistake by allowing more warehouses or commercial properties to ruin the rest of the northeast and southeast end of our Valley. Keep the industry to the east of Perris Boulevard. Stipulate that before pristine land can be plowed under and covered in concrete that the unused or underused commercial areas be utilized first until there just isn't anyplace left to expand. Don't make our valley one continuous gigantic concrete city. Development should be done where it has the least amount of impact both on land and its citizens. Draw the line. Stand your ground. Once pristine land is covered in cement it is gone forever. Preserve what is left of our rural areas of our valley for future generations. I hadn't spoken up about this before because I just found out about it because I live more than 300 feet away and I'm against or any other warehouses being built on the northeast or southeast end of our valley. Thank you for giving me the time.

VICE CHAIR BAKER – You're welcome. Our next Speaker is Deanna Reeder. State your name and address for the record please.

SPEAKER READER – My name is Deanna Reeder and I live in District 3 and I appreciate Mr. Owings and Ms. Van Natta; your questions very much because we need to question the things that we do. Mr. Ramirez, I'm going through these comment cards here and you have a comment card here that you for the West Ridge Warehouse, which means that you probably should exclude yourself from voting on this because you are not an unbiased party. You are a very biased party. You've already participated in getting it here. Mr. Baker, the last City Council meeting I was at you sat whispering in Mr. Benzeevi's ear through the meeting. I don't think you are very unbiased either. If you are going to be up there making decisions on people projects maybe you should show just a little more discretion on where you hang out and who you hang out with. You should at least put on an air that you are unbiased about it.

Now in case you didn't know Mr. Rice is on the Rancho Belago Economic Council, Board of Directors along with Benzeevi and you know some of his good old boy club and that's fine; it is his project, but you all need to be doing your jobs in representing the people of this City. I believe most of you were appointed because they expected you to vote the way Mr. Benzeevi wants you to vote. Now that might not happen and that's not a bad thing. Like I said I appreciate the questions; surprised as all whatever, but I do appreciate it. I watched… well I send out emails to people and urge them to send out emails or contact or go to

MV00112190

meetings or what have you; you have one email that is in there by Mr. Hyatt and I know there was a lot more emails so I'm just wondering where they were at, because most of the people that I contacted that sent emails on, actually explain why.

On the Sketchers project; if you read their emails, most of them were weenie jobs. Well you know what, when they built Sketchers, they had what a thousand people working there and the unemployment in Moreno Valley went up the entire time. Guess what; what jobs now; didn't happen and the people that are going to work there aren't from Moreno Valley. Now by attrition, eventually some of them will be from Moreno Valley, but jobs now didn't; it is not going to happen; tax base that's not going to happen. That's a pile of crap too. We have a 14 million dollar deficit and Sketchers is supposed to contribute 190 thousand dollars a year in economic benefit; so in three years that is 570 thousand dollars. How come we can't get 14 million from them because it is not going to happen? You know what when we say jobs and we say economic benefit, these are empty promises.

Please do not approve a speculative building. I mean even the ones that aren't speculative aren't giving us what they said they were. It obstructs the view more than they said. It is not going to have the landscaping they promised. You try to get out of the other stuff and... Mr. Rice I approve of the things that you put in District 4 just so everybody knows where I live at. Through my backyard I look at a big blue Walgreen's building. Now Sketchers was put where it was supposed to be I would be looking at it every day. I don't look at it every day because it is not where is supposed to be. Now if this building was put where it is supposed to be I would be looking at this, so you know these people that tell me this nimbi crap; that's crap because if you put it where it is supposed to be I would be looking at it from my backyard and I don't have a problem doing that because that is where it is supposed to go, so the next person that tells me nimbi, you can do whatever with it; I'm not going to say it but you get the idea, so that is not the case. Things are planned. You need to put things where are they are planned. You need to approve them where they are planned.

Mr. Benzeevi bought his approval and just like in San Bernardino, eventually I'm he is going to pay for it. In fact I'm very sure eventually he is going to pay for it. But you know what, it has been what six years since what they did in San Bernardino happened and are just now getting indicted. Things take time; but don't worry, it will happen. Please don't let him buy an approval and then start getting other warehouses where they don't belong. This warehouse does not belong there and just like I told Mr. Benzeevi and I did. I said if you put the warehouse where it supposed to go I will support it. I did. I offered to support the Sketchers if it where it was supposed to go and I am not anti-warehouses. Now if Mr. Rice will put the building where it should go, I will support it. I will not support over there and I will ask that you listen to the citizens of the City; not the

MV00112191

500 that Mr. Benzeevi paid to show up in buses, but the actual people that live here. Thank you.

VICE CHAIR BAKER – Thank you. The next Speaker we have is Alisha Zeitz. Please state your name for the record and your address.

SPEAKER ZEITZ – Hello my name is Alisha Zeitz and I live at 26386 Ironwood Avenue. I am the face of the youth who will need a future job. I will need to apply to College and jobs in the next year, so if this Sketchers building is bringing in 1,100 jobs that are mostly technology based, how am I or any of my 3,000 plus piers going to get a job with this expertise at Sketchers. I begin with this question. It has been brought to my family's attention that the City of Moreno Valley City Council per their City of Moreno Valley Deficit Elimination Plan has removed funding from our Moreno Beach Fire Station 58 at Eucalyptus Avenue and Moreno Beach Drive in the Auto Center across from Walmart. This cut eliminates 8 sworn firefighters and truck 58; our City's only paramedic truck company. Calls will be assigned to the remaining stations in the City which they expect will drop their response time to 60 percent efficiency, which can be the difference between life and death. Yet you propose adding more industry which increases the change of industrial accidents where those services will be needed the most and increase the number of big rigs coming and going in and out of our valley, which increases the unfortunate, but likely chance of negative interaction between those tens of thousands of ton trucks with our family vehicles.

The northeast and the southeast end of the valley will be affected the most because we will now be the furthest from help0. This is another good reason to keep the northeast and southeast areas of our valley rural and not allow further commercial or warehouse industry into this area. Also the City of Moreno Valley is located with the South Coast Air Basin. The basin is a physical unit that due to low wind speeds and prevailing inversion layers retains pollutants for substantial periods. This slow dispersal of pollutants results in high concentrations of primary pollutants including carbon monoxide. The basin also supports the formation of the ozone. The atmospheric haze created by the presence of these pollutants is known as smog. Adding more industry to the northeast and southeast end of the valley will further pollute our homes. Please don't change the zoning to allow more warehouses. Let's retain rural areas of our valley. Thank you.

VICE CHAIR BAKER – Thank you. As it sits here I have no more Speaker Slips for this item, so I'm going to close the Public Hearing.

PLANNING OFFICIAL TERELL – At this time I think if you could leave the Public Hearing open and call the Applicant back.

MV00112192

VICE CHAIR BAKER – Okay, sorry about that. We'll open the Public Hearing up and let's do that. Mr. Rice do you want to come forward and rebuttal some of those comments.

APPLICANT RICE- Yes I think just a couple of clarifications. Susan had mentioned purchasing the property for 3 million dollars. That wasn't our particular site; the site immediately east of us between our east boundary and Redlands was sold; my understanding in reading a newspaper article less than 30 days ago and I believe the price was 2 or 3 million dollars or so. It wasn't our site and then Ms. Reeder had mentioned something about me being on the Board with Iddo; on a Rancho Belago Board, which I have no idea what she is talking about because I'm on no Board for Rancho Belago.

VICE CHAIR BAKER – Okay, thank you

APPLICANT RICE – You bet

PLANNING OFFICIAL TERELL – So are you going to close the Public Hearing?

VICE CHAIR BAKER – Yes, I'll close that.

PLANNING OFFICIAL TERELL - I wanted to kind of have the City Attorney comment on one of the comments that was made.

DEPUTY CITY ATTORNEY BRYANT – One of the comments supposed that a Commissioner may have pre-judged the item. I just wanted to remind the Commissioners that if anybody has pre-judged an item before the finding Commission that they might want to recuse themself from making a decision if they have pre-judged it. Perhaps more facts have come out but as long as you can keep an open mind and think you can go ahead and make a decision on the item.

COMMISSIONER OWINGS – I think it is important to note that he wrote that card before he was a member of the Planning Commission. So are we into…

VICE CHAIR BAKER – So what we do next is we are into Commissioner's Debate over the project.

COMMISSIONER OWINGS – Mr. Chairman or Mr. Commissioner could I… I'm probably going to hate myself for these comments but… I would like to first all say that I trust every person at this dais. I trust your motives and the people who are against this project or any project who use ad hominem attacks to discredit a project really are hurting themselves and I think that this City will never get to a point where it will grow in a positive way if we don't stop all of this; this non-fact base of personal attacks. Whether or not Iddo Benzeevi is a good person or a

MV00112193

bad person, he has certain rights in this City and they should be obeyed or they should be respected.

Every person in this room has certain rights that need to be respected by Mr. Benzeevi and everybody else and we need to live by those rules, so I would really just encourage everyone and I know this is going to fall on deaf ears, but we need to stop this. There is not a single person involved in this Planning Commission that has dishonorable motives and if they do you know it is not our place to judge them. Let their votes and their comments stand for that, so I apologize to you and I know that today I didn't receive any but I know that next week I might, so I would just hope that we could all restrain ourselves from those types of attacks and especially to you Mr. Rice and I apologize for myself.

In terms of the question that is before us, you know I believe that I heard everything that was said by the people who were here speaking. I do believe that markets change and I think that these folks bought this property with the intent to do something with it that was consistent with the current zoning and I think that the market no one could foresee 2009 and the market changed and so now they want to do something different with it and unlike the earlier situation, this is not a contractual agreement, this is a matter of property rights, so I agree that they have the right to ask for this and I happen to agree that under certain circumstances it should probably be granted, but I personally cannot vote for the project until I know who the tenant is and I especially can't vote for it when there is 40,000 square feet or 40 million square feet of potential space somewhere else or within eyeshot of the building, so until we know who is there, I feel that it is impossible to judge the exact impact to the community and therefore I will vote no, but I will tell you this Mr. Rice, if you bring a tenant here and can bring this thing down to more manageable numbers and be more persuasive about actual jobs and impacts to the area you'd have my vote in two seconds and that is the situation that I find myself in tonight and I appreciate everybody listening.

COMMISSIONER RAMIREZ – I just want to address what was mentioned about me earlier. Again as Commissioners we take this obligation as a privilege to serve the people. We are here to provide a non-biased, but yet intelligent perspective opinion on what is presented to us. The future of our community is basically our responsibility; our State. Wherever we build today is going to be here well after we are gone; it is going to be for our kids; for our future, so having said that I am going to say clearly I am here to vote against this and the reason why is because the traffic situation on Redlands Boulevard jeopardizes the security of everyone there. I believe the future of our community if we are to develop in an economic and industrial way, we have to do it in an efficient, logistical manner. I think Theodore Boulevard is the ideal location to route traffic in and out of the City. I think we should protect our citizens, especially those that live off of Redlands north and south of the freeway, so the concern that I have also is that I agree with Commissioner Owings is that it is hard for us to say yes; let's go ahead and vote for this when we don't have a tenant that will bring jobs.

MV00112194

It is all speculative. You know the other projects that they have south of the City; those have tenants already. I would like to see a tenant that will come into our community that would be basically at the cutting edge of the economic industry; basically like Sketchers in other words; a tenant that is willing to be here for the long haul that is committed to help this community prosper and thrive. That's all I have to say. Thank you.

COMMISSIONER VAN NATTA – I don't think that we can always expect that when somebody is building an industrial building that they are going to know who in advance who the tenant is going to be and I think that is an unrealistic expectation and usually isn't going to happen. They may have some perspective tenants but it not going to be that often that somebody does a project of this size that's build to suit like the Highland Fairview project did for the Sketchers tenant, but my objection to this project has to do with fact that it was very, very clear when Highland Fairview was putting their application in for their huge building in on the east end of town that that was a major paradigm shift for a lot of people; that that was not what a lot of people saw that was going to happen on that end of town and even though it may end up being the best thing for the City it was only approved after a lot of people were convinced that it was going to be pretty much curtailed to that area from Redlands east and that it wasn't going to increase truck traffic coming through the residential area there along Redlands and that future development of this type was going to be encouraged to be other high end tenants like the Sketchers project and that that was the only way that we could tolerate that kind of development on the east end of town, was if it was upscale; if it was somewhat contained and so forth. This project is lovely as a warehouse as it is, looks just the same as the other big box warehouses that are in other areas of town. I don't think it reflects the level of or the type of building that we want to see on the east end of town, but more than that it puts truck traffic onto Redlands Boulevard and for no other reason than that I would vote against this project just because of the impact that it is going to have on the residents of that area and their somewhat semi-rural even though much less rural than it used to lifestyle.

COMMISSIONER SALAS – I like the project. I like idea of the project. I agree with Barry on that we need it, but again the only thing that I don't like about this project is traffic. If Mr. Rice would come to me and tell me that they are going to improve the off-ramp and widen it when we could actually have a car and a truck going at the same time both directions, because it is going to be another Nason and the 60 freeway there. It is just going to be backed up. The cars are going to be backed up. There is going to be a stop sign there or a light or whatever is going to be there. It is going to be horrible. The traffic is going to be backed up forever. That is where everybody goes to San Timoteo to get out of town to go to Redlands and stuff, so that's what is going to keep me from supporting this project. Thank you.

MV00112195

VICE CHAIR BAKER – Now they leave it to me. You know this is a double-edged sword here. We need to get some community development going here and you can't do it without putting… and the problem we've got here in Moreno Valley in the proportion of roof-tops to commercial property is way out of whack and I don't know how to get it back. I mean we've got to get some commercial property in this town and no one wants it in their area. I mean you know obviously these fellows own the land and they say go to the south. Well they don't own the land in the south part of Moreno Valley or they don't own the property out there by Gilman Springs or Theodore, so I don't know. It seems like to me and this is just me talking, we're really stymieing ourselves here and I understand all the traffic problems; the smog and everything you are considering but somewhere we are going to have to bite the bullet and go forward with this. Obviously I'm probably in the minority here. I don't whether we ought to vote on this. We've got two Commissioners absent. This is a big hit here. Looks like right now it is going to fail and John you may give us some guidance on this. Do whatever you like.

PLANNING OFFICIAL TERELL – Well you have the option to continue it if you like so that the other two Commissioners could participate. You also have the ability to continue to ask the Applicant if he would like to continue it, if he would like to provide additional information that might address some of your concerns that came tonight. Based on your comments though, I can count to four and it looks there are four Commissioners that are not in favor of recommending this project and therefore that is a majority.

VICE CHAIR BAKER – Well you know and I don't know if it's proper or not and I don't know how on earth, because I've been in property rentals and stuff, how you can have a spec property and that deal with Sketchers was really a strange deal where he had a tenant lined up and lease signed before he even built the building and I don't know, I'd sure like to talk or have Mr. Rice address that if that is even possible. I don't know, is that out of line to bring the Applicant back up?

PLANNING OFFICIAL TERELL – You can do that. I can give you… I'll just let you know should you choose not to recommend this project, by the Code your action is final unless appealed. The options that are available to Ridge Realty are they can choose to appeal this and send it to the City Council. It won't automatically go there.

COMMISSIONER OWINGS – No but given the current makeup of the City Council, they stand a very good chance of success and so you know if I were advising them, that's what I would advise them to do, but I'm not advising them so…

PLANNING OFFICIAL TERELL – Yes, that certainly was the circumstance of Sketchers, so I wouldn't say that would happen this time but the options that are available to the Commission are to continue it if you like and I'd say continue it if

you'd like more information that you think you would change your decision and if that is not the case then I would suggest you take the action tonight and Ridge Realty has the opportunity to appeal that decision should they choose to do so.

COMMISSIONER OWINGS – Well it seems like let's just do a quick poll. I know that I'm not going to be persuaded to by any new information at this point unless of course it was really earth shattering.

COMMISSIONER VAN NATTA – I can't see anything that would change unless they had some other route of getting on the freeway other than using Redlands and I don't see any way that they are going to be able to do that.

VICE CHAIR BAKER – Let me ask you this. How is this every going to get straightened out there? I mean somebody is going to move in there eventually whether you put 19 buildings in there or you put one big one in.

COMMISSIONER SALAS – That's true too

VICE CHAIR BAKER – I mean you're going to have some traffic there…

COMMISSIONER OWINGS – It is different traffic though and we don't know what it is going to be and that's point. You know if we made exceptions for every zoning change that comes before us on the basis of my God that is the only way we are going to fill that property then we may as well not have zoning laws.

COMMISSIONER VAN NATTA – There might be another use for that that is more palatable. All I know what is being proposed right now is not to me palatable and there might be a better use for the land than a single big warehouse that brings a lot of trucks in and out. Business Park… maybe there isn't a call for Business Park right now. Maybe we'll be asked to consider some other type of zoning change for something else there. That's you know; we just have to look at the project we have before us.

COMMISSIONER OWINGS – You know Mr. Chairman, just back to where we were; John and I both agree that there are probably four votes against three. You know if we wait for next meeting and put it over, they have to wait a whole month and then the vote might be 7 to 4 or 7 to 0, in which case the City Council would be more persuaded to uphold our decision. I think what is best for the Applicant at this time is to just for us to move forward with the four vote Commission. It will come out 4 – 1 and two people not here. That doesn't really give a clear indication of where we are at and City Council is going to do what they are going to do and my guess is they are going to override our recommendation.

MV00112197

VICE CHAIR BAKER – Let me ask you this. In the zoning deal how did you come with 50,000 square feet? That isn't even a Home Depot and I imagine a Target is more. I know it's more than 50,000.

PLANNING OFFICIAL TERELL – It was based on…

VICE CHAIR BAKER – What do you get for 50,000? Is that a Best Buy?

PLANNING OFFICIAL TERELL – Well let me clarify it. The 50,000 square foot limit is not the limit on any building, it's the limit on a warehouse industrial building and as I think has been mentioned, the type of traffic in a large warehouse is different than the traffic in a small warehouse. There is more traffic with smaller buildings. Nineteen smaller buildings would have more traffic but they would have more cars and fewer trucks. The larger the building gets the more trucks you have and fewer passenger vehicles, so the overall traffic is actually less with the larger the building but the truck traffic is higher.

COMMISSIONER SALAS – Okay, so he could come back to us and say I've decided to put 17 buildings there instead and make a Business Park there, right?

PLANNING OFFICIAL TERELL – Under the current zoning and if he did that, pretty much like the tract you had at your last meeting you more or less and I won't say you have to approve it, but your options are less because there is a right to build that size building. The current opportunity; there is not an opportunity to build this building currently without a zone change.

COMMISSIONER SALAS – Okay with that said I'm going to change my mind. I'm going to support the project.

COMMISSIONER OWINGS – So we probably need to just call the question.

PLANNING OFFICIAL TERELL – So I guess somebody needs to make a…

VICE CHAIR BAKER – Okay, let's go for the vote on this and I want to make it clear here that the way that I'm feeling about this no one has bought my vote or twisted my ear. It is just strictly the way I feel on you know on moving Moreno Valley forward. I don't know. I don't totally understand a lot of this, I really don't.

COMMISSIONER OWINGS – You know Mr. Chairman I bet Mr. Rice would agree with me, if we were to vote this project or the zoning change down, there would be a little celebration over at Iddo's headquarters tomorrow, so it is kind of interesting that the supporters of it are so anti-Sketchers would really probably be helping that you know by voting it down. We're probably helping Iddo. It is his project because you know we are pushing things over that direction, so with that being said let's call the question.

MV00112198

VICE CHAIR BAKER – Okay let's get to the… we're going to have to have a move and a second on this. Is somebody in a position because you've got quite a bit of stuff here to read off?

PLANNING OFFICIAL TERELL – Okay and I'll kind of give you a little bit of guidance on that. If someone wants to make a recommendation to approve, read what is in the Staff Report. If someone wants to make a recommendation to not recommend; basically for denial, then just make that recommendation of a denial. We'll have to bring back a resolution to you that states; that matches your action at your next meeting; not that Ridge Realty can't appeal it in the meantime, but we'll need a resolution approved by you before we actually go to Council. But you don't need to take all those actions about every single little thing. Basically if you recommend denial of the Zone Change you are precluded from recommending approval of any of the other actions that are before you, so it is just… If I perceive what that might be, it would to deny the Zone Change.

COMMISSIONER OWINGS – Would a simple motion then to just simply say I move to **DENY** the Zone Change be appropriate.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER OWINGS – So moved

COMMISSIONER VAN NATTA – Second

VICE CHAIR BAKER – Okay to the vote; all in favor?

Opposed – 3 (Commissioner Owings, Commissioner Van Natta, Commissioner Ramirez)

Motion carries 3 – 2 – 2, (with 2 Absent – Commissioner Dozier, Commissioner Crothers)

PLANNING OFFICIAL TERELL – So with that the wrap up on that is that this action shall become final unless appealed to the City Council within 15 days.

VICE CHAIR BAKER – Thank you

OTHER BUSINESS

1. Denial Resolution: PA10-0022 Municipal Code Amendment – Dark Sky

VICE CHAIR BAKER – We've got Item No. 1, which is the denial of the situation we were talking about last week and John is going to handle that.

PLANNING OFFICIAL TERELL – Basically we drafted a resolution. Hopefully it actually reflects your action. If it does, then you simply need to act to approve Resolution No. 2011-10. You need read the rest of that as that is just part of the Resolution.

VICE CHAIR BAKER – Okay, do we have any discussion on this? We pretty worked this over last time I think, so I am going to ask for a motion to approve this resolution.

COMMISSIONER VAN NATTA – I move that we approve Resolution No. 2011-10

VICE CHAIR BAKER – Do we have a second?

COMMISSIONER OWINGS – Second

VICE CHAIR BAKER – It is moved and seconded; all those in favor?

Opposed – 0

Motion carries 5 – 0

VICE CHAIR BAKER – Okay, the next item is the election of Officers

2. Election of Officers

VICE CHAIR BAKER – We're going to hold that off until the next meeting.

PLANNNG OFFICER TERELL – So, on the Election of Officers I do need you to take an action to continue that item if you will

COMMISSIONER OWINGS – I move that we continue the Election of Officers until we have a full Commission.

VICE CHAIR BAKER – Do we have a second?

MV00112200

COMMISSIONER SALAS – Second

VICE CHAIR BAKER – Okay, all those in favor?

Opposed – 0

Motion carries 5 – 0

STAFF COMMENTS

PLANNING OFFICIAL TERELL – Your next meeting is June 12th I believe; is that right? It is the second Thursday…

COMMISSIONER OWINGS – What are we; purple?

PLANNING OFFICIAL TERELL – Actually I think it is earlier than the 12th

COMMISSIONER OWINGS – It is the 9th.

PLANNING OFFICIAL TERELL – It is the 9th; yes. It is the 9th and we are working on several items to bring to you. At that meeting, none of them are finalized but I feel pretty confident that we will have some for that meeting. One; we are working very hard to get to you in June is the Kaiser office building adjacent to the Hospital. That is a 75,000 square foot building that they want to build and start building this year, so we're really close and I think we'll have that one for you. And there a couple of smaller items that might come to you, but until they are set, I'm pretty sure that you are going to have a meeting next month. The other item that we will have on that Agenda; should we at least have one planning item and we could probably have it even if we don't is Suzanne will provide a Brown Act Conflict of Interest Training.

COMMISSIONER OWINGS – You may have to give that to Governor Brown first.

VICE CHAIR BAKER – Okay, is there anything else

PLANNING COMMISSIONER COMMENTS

VICE CHAIR BAKER – Commissioner Ramirez do you have any comments?

MV00112201

COMMISSIONER RAMIREZ – None

VICE CHAIR BAKER - None; okay; Commissioner Owings

COMMISSIONER OWINGS – No

VICE CHAIR BAKER – And Commissioner Salas

COMMISSIONER SALAS – No

VICE CHAIR BAKER – And Commissioner Van Natta

COMMISSIONER VAN NATTA – You kind of thought I would huh…

VICE CHAIR BAKER – I knew you would

COMMISSIONER VAN NATTA – I just want to say that I am in agreement with you that personal attacks don't have any place in making any kind of decisions but someone earlier said that they had made a decision about me and what my decisions were going to be on this Planning Commission based on the fact that I like the name Rancho Belago and I just want to reassure the public that that was just my personal thing. I like the name. It was voted on 5 – 0 by the City Council and I was asking the City Council to follow-up on their decision to implement it and it didn't have connection to anybody else other than me and my own business. Thank you.

VICE CHAIR BAKER – Thank you

ADJOURNMENT

VICE CHAIR BAKER – And with that I will ask for a motion

COMMISSIONER OWINGS – Motion

VICE CHAIR BAKER – And a second

COMMISSIONER RAMIREZ – Second

VICE CHAIR BAKER – All those in favor? Thank you, you are adjourned. Good night, Moreno Valley.

SIGNATURE PAGE TO FOLLOW:

_____ _____

John C. Terell Date
Planning Official
Approved

_____ _____

Ray L. Baker Date
Vice Chair

MV00112203

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MV00112204

PLANNING COMMISSION
STAFF REPORT

Case:	PA11-0009 (Plot Plan) P11-016 (Master Plot Plan)
Date:	June 9, 2011
Applicant/Owner:	Kaiser Permanente
Representative:	Skyler Dennision
Location:	North side of Iris Avenue, west of Oliver Street and the existing Kaiser Permanente Hospital (APN: 486-310-024)
Proposal:	A Plot Plan for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. The project site is in the Office Commercial zone (OC) within the Medical Use Overlay District (MUO).
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

The applicant, Kaiser Permanente has submitted a Plot Plan for a 74,425 square foot medical office building to be constructed west of the existing Kaiser Hospital and Master Plot Plan to incorporate the new building into the Medical Center complex.

MV00112205

Project

The proposed project includes a plot plan for a 74,425 square foot three story medical office building located west of the existing hospital, and a master plot plan to incorporate the new office building into the Medical Center complex.

The project is located within the Office Commercial (OC) zone within the Medical Use Overlay District (MUO). The purpose of the MUO District is to implement the General Plan goal of creating a medical corridor by limiting land uses to those that support and or compatible with the city's two existing hospitals. The project as designed and conditioned meets the objectives and requirements of OC zone and the MUO District.

Site/ Surrounding Area

The project site is located on the north side of Iris Avenue, west of Oliver and adjacent to the existing Kaiser Hospital site. Properties to the north and west are zoned LM (Low/Medium Residential) within the AquaBella Specific Plan 218 (SP218). To the south are existing single family residential within the Moreno Valley Ranch Specific Plan 193 (SP193). Properties to the east include the existing hospital zoned Community Commercial, and the two vacant properties east of the hospital zoned Neighborhood Commercial and Office, all within the MUO District.

Access/Parking

The project will have access from Iris Avenue at the location of the existing driveway (west of the existing hospital) with an additional driveway added along the western property line. The existing driveway will be redesigned with a traffic circle to accommodate vehicles visiting the existing hospital and the new medical office building. A drop off area for visitors is provided west of the traffic circle. Pedestrian access is provided by sidewalks adjacent to each driveway.

Parking was calculated at one space per 225 square foot per the City's Municipal Code for Office use. A total of 331 spaces are required for an office use with 74,425 square feet and the applicant has proposed 382 parking spaces. Customer parking is provided south of the building with employee parking provided to the north of the building. Bicycle parking will be provided per the City's Municipal Code requirements.

Design/Landscaping

The design of the proposed office building is in conformance with the Office Commercial design standards and is consistent and complementary with the existing hospital.

The building is a contemporary design using glass, spandrel glass and metal to accent the front of the building. Several levels of metal overhangs including a canopy at the loading/unloading area provide dimension to the building with several earth colors adding depth. The rear of the building provides several rooflines for visual interest. The colors include earth tones which are consistent with the existing hospital's color palette.

The site has been designed with a courtyard area between the new office building and the existing hospital site to create the campus-like environment. The courtyard area will have tree planters and benches, including bollards and landscaping accents adjacent to the traffic circle to accommodate both daily needs and larger special hospital sponsored events.

The building will be set back several hundred feet from Iris Avenue with 45 feet of landscaping adjacent to the public right-of-way and six rows of parking stalls with landscape areas between each row. The site design and architecture of the project meet and generally exceed City requirements.

REVIEW PROCESS

A Pre-Application Review was submitted and reviewed in November 2010, with staff providing comments to the applicant. The applicant formally submitted the project in February 2011. The Project Review Staff meeting was subsequently held where a few minor revisions were requested by staff. The applicant addressed the comments and resubmitted the plans for review and approval. All relevant issues have been adequately corrected to the satisfaction of all parties.

ENVIRONMENTAL

An Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), 15164 (b) is justified as the projects PA11-0009 and P11-016 are within the scope of the Negative Declaration approved for PA06-0133 (Plot Plan), previously approved for the same site. The Negative Declaration adequately describes the project for the purpose of the California Environmental Quality Act (CEQA) with no changes or additions to the original approval PA06-0133 per 15164 (b) and/or Section 15162.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
Riverside County Flood Control	March 16, 2011	The project is located within the limits of the District's Moreno Area Drainage Plan. Fees have been adopted.

STAFF RECOMMENDATION

That the Planning Commission **APPROVE** Resolution No. 2011-17 and thereby:

1. **RECOGNIZE** that PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) qualify for an Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), 15164 (b) as the project is within the scope of the Negative Declaration approved for PA06-0133 (Plot Plan); and,

2. **APPROVE** PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) subject to the attached conditions of approval included as Exhibit A.

Prepared by:

Julia Descoteaux
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-17 with Conditions of Approval
3. Zoning Map
4. Aerial Map
5. Project Plan

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the Planning Commission of the City of Moreno Valley on the following item(s):

CASES: **PA11-0009 (Plot Plan)**
P11-016 (Master Plot Plan)

APPLICANT: **Kaiser Permanente**

OWNER: **Kaiser Foundation Hospitals**

REPRESENTATIVE: **Skyler Dennision**

LOCATION: **27300 Iris Avenue**
(APN: 486-310-024)

PROPOSAL: A Plot Plan for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. The project site is in the Office Commercial zone (OC) within the Medical Office Overlay District (MOU).

ENVIRONMENTAL DETERMINATION: An Addendum to the Negative Declaration has been prepared pursuant to Section 15164 of the California Environmental Quality Act Guidelines. None of the conditions described in Section 15162 of the Guidelines that call for preparation of a subsequent Negative Declaration have occurred. Also, no changes or additions are required to the Negative Declaration.

COUNCIL DISTRICT: 3

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The Planning Commission, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing.

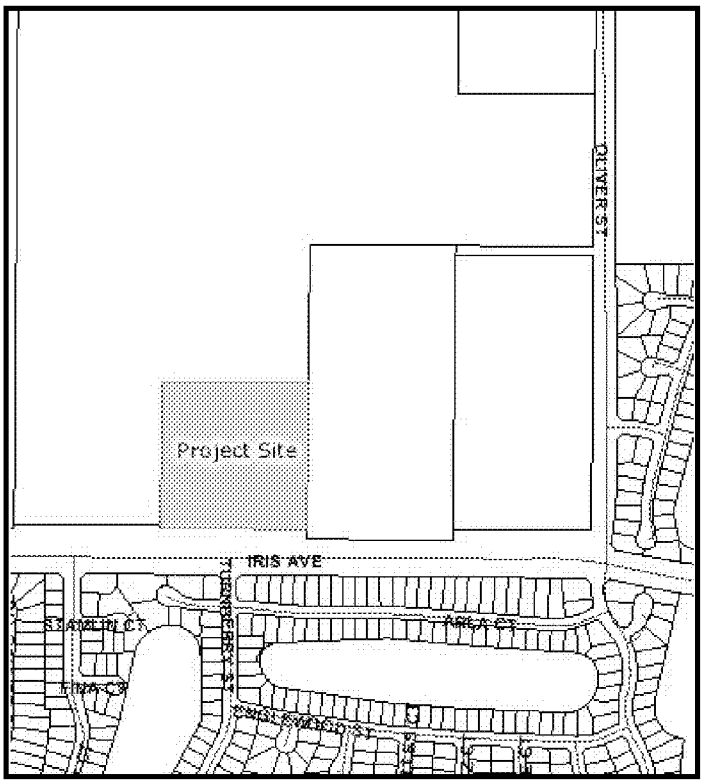

LOCATION N ↑

PLANNING COMMISSION HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: June 9, 2011at 7 PM

CONTACT PLANNER: Julia Descoteaux

PHONE: (951) 413-3209

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MV00112210

PLANNING COMMISSION RESOLUTION NO. 2011-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY APPROVING PA11-0009 (PLOT PLAN) AND P11-016 (MASTER PLOT PLAN) FOR THE CONSTRUCTION OF A 74,425 SQUARE FOOT THREE STORY MEDICAL OFFICE BUILDING LOCATED ON THE NORTH SIDE OF IRIS AVENUE, WEST OF OLIVER STREET ON PARCEL 486-310-024.

WHEREAS, Kaiser Permanente has filed an application for the approval of PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) for a medical office complex on as described in the title of this Resolution.

WHEREAS, on June 9, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on June 9, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The proposal for the medical office complex is consistent with the General Plan, its goals, objectives, policies and programs.

The proposed medical office complex is located within the Medical Use Overlay District (MUO) which was designed to create a medical corridor. The MUO corridor limits land uses to those that are supportive of and compatible with the City's two existing hospitals. The proposed project is adjacent and supportive to the existing Kaiser Hospital.

2. **Conformance with Zoning Regulations –** The proposed use complies with all applicable zoning and other regulations.

   FACT: The proposed project is zoned Office Commercial (OC). The proposed medical office is consistent with the goals and objectives of the Office Commercial zoning.

3. **Health, Safety and Welfare –** The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed medical office building would not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding area. An Addendum to the adopted Negative Declaration per the California Environmental Quality Act (CEQA), Section 15164 (b) is justified as the projects PA11-0009 and P11-016 are within the scope of the Negative Declaration approved for Plot Plan (PA06-0133), previously approved for the same site. The Negative Declaration adequately describes the project and pursuant to the California Environmental Quality Act (CEQA), no new issues are raised that would require additional environmental review pursuant to Section 15162.

   As designed and conditioned, the project will not be detrimental to public health, safety or welfare and will not result in significant environmental impacts.

4. **Location, Design and Operation –** The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The design of the proposed medical office building is in conformance with the Office Commercial zoning and the Medical Use Overlay District. As designed, the medical office building will consist of a three story, 74,425 square foot building. The building will be set back from Iris Avenue and provide parking and landscaping. Additionally, the project is designed with a courtyard area between the existing hospital and the proposed building

MV00112212

creating a campus like environment. The proposed use would be in conformance with the existing surrounding development and is consistent with all applicable goals, objectives, policies and programs of the General Plan and the City's Municipal Code.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA11-0009 and P11-016, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d) (1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and

failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-17 approving PA11-0009 (Plot Plan) and P11-016 (Master Plot Plan) for the medical office located on parcel 486-310-024 subject to the attached conditions of approval included as Exhibit A.

APPROVED this 9th day of June, 2011.

_____
Ray L. Baker
Vice-Chair, Planning Commission

ATTEST:

_____
John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

_____
City Attorney

Attached: Conditions of Approval

MV00112214

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
PA11-0009 PLOT PLAN
P11-016 MASTER PLOT PLAN
APN: 486-310-024

APPROVAL DATE: **June 9, 2011**
EXPIRATION DATE: **June 9, 2014**

_X_ Planning (P), including School District (S), Post Office (PO), Building (B)
_X_ Public Works, Land Development (LD)
_X_ Public Works, Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Fire Prevention Bureau (F)
_X_ Moreno Valley Utilities

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

GENERAL CONDITIONS

P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P2. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

EXHIBIT A

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp - Landscape Development Guidelines and Specs
Res - Resolution	UFC - Uniform Fire Code	UBC - Uniform Building Code
	SBM - Subdivision Map	

P3. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P4. A drought tolerant, low water using landscape palette shall be utilized throughout the project to the extent feasible.

P5. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P6. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Development Code or approved sign program, if applicable, and shall require separate application and approval by the Community Development Department - Planning Division. (MC 9.12.020)

P7. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

Special Conditions

P8. **The site has been approved for a 74,425 square foot three story medical office building to be constructed west of the existing Kaiser Medical Center and a Master Plot Plan to incorporate the new building into the Medical Center complex. A change or modification shall require separate approval.**

P9. **To reduce noise impacts to below the level of 55 dBA at one time beyond the boundaries of the property, delivery operations will be conducted between the hours of 8am and 5pm. Loading or unloading activities shall be conducted from the truck bays or designated loading. (MC 9.10.140, CEQA)**

Prior to Issuance of Grading Permits

P10. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P11. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P12. (GP) Prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division, and Public Works Department – Special Districts for review and approval by each division. (GP - Circulation Master Plan) Timing of installation shall be determined by PW- Special Districts.

P13. (GP) Prior to approval of any grading permit~~s~~, plans for any security gate system shall be submitted to the Community & Economic Development Department - Planning Division for review and approval.

P14. (GP) Decorative pedestrian pathways across circulation aisles/paths shall be provided throughout the development to connect dwellings with open spaces and/or recreational uses or commercial/industrial buildings with open space and/or parking. and/or the public right-of-way. The pathways shall be shown on the precise grading plan. (GP Objective 46.8, DG)

P15. (GP) Prior to the issuance of building permits, the site plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project.

P16. (GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:

A. A maximum 6 foot high solid decorative block perimeter wall with pilasters and a cap shall be required adjacent to all residential zoned areas.

B. Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement.

C. Walls and fences for visual screening are required when there are adjacent residential uses or residentially zoned property. The height, placement and design will be based on a site specific review of the project. All walls are subject to the approval of the Community & Economic Development Director. (DC 9.08.070)

PRIOR TO BUILDING PERMITS

P17. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P18. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P19. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P20. (BP) Prior to issuance of building permits, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P21. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public right-of-way if needed to screen vehicle lights from the street.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
D. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feel of building dimension for the portions of the building visible from parking lot or ROW and 1 tree per thirty (30) linear-feet of parking lot adjacent to the interior of the property. Trees may be massed for pleasing aesthetic effects.
E. Street trees shall be planted at an equivalent of one (1) tree per forty (40) foot on center along the Iris Street frontage.
F. Enhanced landscaping shall be included at all driveway and corner locations
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. Landscaping on three sides of trash enclosure shall be provided.

P22. (BP) Prior to the issuance of building permits, the site plan shall include landscape for trash enclosures to include landscape on three sides, while elevation plans for trash enclosures shall be provided that include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community Development.

PRIOR TO CERTIFICATE OF OCCUPANCY

P23. (CO) Prior to issuance of Certificates of Occupancy or building final, the required landscaping and irrigation shall be installed. (DC 9.03.040)

P24. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P25. (BP/CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans, and shall include:

A. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16' in diameter, and include additional 12" concrete step-outs and curbing.
B. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
C. Street trees shall be planted at an equivalent of one (1) tree per forty (40) foot on center along the Iris Street frontage.
D. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feel of building dimension for the portions of the building visible from parking lot or ROW and 1 tree per thirty (30) linear-feet of parking lot adjacent to the interior of the property. Trees may be massed for pleasing aesthetic effects.
E. Enhanced landscaping shall be included at all driveway and corner locations.
F. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question (master plot plan). (Ldscp)
G. Landscaping for detention basins maintained by a Homeowner's Association.
H. Site clean-up shall be completed.

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall be submitted to the Building & Safety Division as a separate submittal. The 2010 edition of the California Codes became effective for all permits issued after January 1, 2011.

B2. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building and Safety Division for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building and Safety Division at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B3. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community & Economic Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL
PA11-0009 – Plot Plan for a Three-Story Medical Office Building
APN 486-310-024

Note: All Special Conditions are in **Bold** lettering and follow the standard conditions.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC).

LD2. (G) If it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on

twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

Prior to Grading Plan Approval or Grading Permit

LD10. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD11. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD12. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD13. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD14. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD15. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD18. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at

the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD19. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD20. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD21. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD22. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in all areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD23. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD24. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD25. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD26. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD27. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD28. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD29. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD30. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

LD31. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD32. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD33. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD34. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD35. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD36. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD37. (BP) Prior to issuance of building permits for non-subdivision projects, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD38. (BP) Prior to issuance of building permits for non-subdivisions, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD39. (BP) Prior to issuance of a building permit, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of permit issuance. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to obtain a building permit 90 days prior to the City's issuance of a building permit and the financial option selected. (California Government Code & Municipal Code)

LD40. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

Prior to Certificate of Occupancy

LD41. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD42. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD43. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD44. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, landscaping and irrigation, medians.

b. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

LD45. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD46. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

SPECIAL CONDITIONS

LD47. Prior to grading plan approval, the plans shall clearly show the extent of all existing easements on the property. All building structures shall be constructed outside of existing easements.

LD48. Prior to grading plan approval, written permission must be obtained from off-site property owner(s) for all off-site grading and easements. All on-site and off-site easements shall be shown on the grading plan.

LD49. Prior to grading plan approval, the developer shall secure any off-site drainage easements from the off-site property owner(s) to ensure the proper drainage for this project.

LD50. Prior to grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer will be required to obtain the necessary permission for offsite construction, including easements.

LD51. Prior to grading plan approval, emergency overflow areas shall be shown at all applicable drainage improvement locations in the event that the drainage improvement fails or exceeds full capacity. This may include, but not be limited to, an emergency spillway in the basin. The developer is responsible for securing any necessary on-site or off-site drainage easements as required for emergency overflow.

LD52. Prior to precise grading plan approval, the grading plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627, modified to include a fully covered, solid roof.

LD53. Prior to precise grading plan approval, the grading plans shall clearly show that the parking lot conforms to City standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD54. Prior to issuance of a building permit, a four-foot minimum right-of-way dedication for pedestrian purposes shall be submitted for review and approval for the west driveway approach per City Standard 118C and the east driveway approach if the east driveway approach is designed as a driveway and not as a street intersection. No decorative pavers shall be placed within the public right-of-way.

LD55. Prior to issuance of a building permit, additional right-of-way, as may be required, shall be dedicated and submitted for review and approval for the east project entrance including corner cutback areas per City Standard 208, to allow this entrance to be designed as a street intersection, including an easement for loop detector maintenance, if the intersection requires signalization.

LD56. Prior to issuance of a building permit, a two-foot public access easement for the portion of curb-separated sidewalk that will be located outside of the public right-of-way, along Cactus Avenue, shall be dedicated. The legal description

and plat shall be submitted for review and approval prior to issuance of a building permit.

LD57. Prior to issuance of a building permit, the developer shall schedule a walk through with a Public Works Inspector to inspect existing improvements within the public right-of-way along project frontage. The developer will be required to install, replace and/or repair any missing, damaged or substandard improvements including handicap access ramps that do not meet current City standards. The developer shall post security to cover the cost of the repairs and complete the repairs within the time allowed in the public improvement agreement used to secure the improvements.

LD58. The developer shall prepare and submit for approval a project specific Final Water Quality Management Plan (F-WQMP) for this project. The F-WQMP shall be consistent with the approved P-WQMP and in full compliance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006. The F-WQMP shall be submitted and approved prior to application for and issuance of grading or building permits. At a minimum, the F-WQMP shall include the following: Site Design Best Management Practices (BMPs); Source Control BMPs; Treatment Control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD59. The developer shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a Total Maximum Daily Load (TMDL) for receiving waters. Project POC include: nutrients, organic compounds, and pathogens (bacteria and viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD60. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The developer has proposed to incorporate the use of two enhanced bioswales for treatment control. Final design details of the treatment control BMPs must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document.

LD61. The developer shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition C; therefore, the condition must be addressed in the F-WQMP.

LD62. The developer shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.
b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.
c. That the developer is prepared to implement all non-structural BMPs included in the F-WQMP, conditions of approval, and building/grading permit conditions; and
d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL
Case No: PA11-0009 (PP for a 74,425 sq ft Medical Bldg) and P11-016 (Master PP)
APN: 486-310-024
03.22.11 Revised

PUBLIC WORKS DEPARTMENT

Special Districts Division

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project **PA11-0009**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD-1 The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services), C (Arterial Street Lighting), E (High-Service-Level Parkway Landscape Maintenance), and the NPDES (National Pollutant Discharge Elimination System) program. All assessable parcels therein shall be subject to annual Zone A, Zone C, Zone E, and NPDES charges for operations and capital improvements.

SD-2 All landscaping behind the curb shall be the responsibility of the developer, including the existing strip of turf between the curb and the sidewalk. Special Districts currently maintains this area, but will relinquish responsibility to the applicant at the appropriate time. The developer shall coordinate modification of the irrigation system and tie-in with future on-site irrigation. Existing irrigation main-line supply to this area will be capped off outside of the project boundary when appropriate.

SD-3 Plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone E,** shall be prepared and submitted in accordance with the *City of Moreno Valley Public*

Works Department Landscape Design Guidelines. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD-4 In the event the Moreno Valley Community Services District determines that funds authorized by Proposition 218 mail ballot proceeding are insufficient to meet the costs for parkway, slope, and/or open space maintenance and utility charges (**Zone E**), the District shall have the right, at its option, to terminate the grant of any or all parkway, slope, and/or open space maintenance easements. This power of termination, should it be exercised, shall be exercised in the manner provided by law to quit claim and abandon the property so conveyed to the District, and to revert to the developer or the developer's successors in interest, all rights, title, and interest in said parkway, slope, and/or open space areas, including but not limited to responsibility for perpetual maintenance of said areas.

SD-5 The developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD-6 Any damage to existing landscape areas maintained by the Moreno Valley Community Services District due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

SD-7 Plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD-8 Inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

Prior to Building Permit Issuance

SD-9 (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD-10 (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 90 days prior to their issuance. (California Government Code)

SD-11 (BP) Final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department–Planning Division, and the Public Works Department–Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD-12 (CO) All parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

Transportation Engineering Division – Conditions of Approval

General Conditions:

TE1. All proposed on-site traffic control should be accordance with the 2010 California Manual on Uniform Traffic Control Devices (CAMUTCD).

Prior to the issuance of building permits:

TE2. Driveways shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code – Design Guidelines and City of Moreno Valley Standard No. 118C for commercial driveway approaches.

TE3. Sight distance at all proposed driveways shall conform to City of Moreno Valley Standard No. 125 & 126 at the time of preparation of final grading, landscape, and street improvement plans.

TE4. A traffic signal and lighting plan shall be prepared by a registered civil engineer for the intersection of Iris Avenue and the main site driveway. Additional on-site and off-site right-of-way and/or easements may be required to accommodate traffic signal equipment. Additional equipment may include, but not be limited to, the following: signal poles, controller cabinets, loop detectors, signage, pull-boxes, and conduits.

TE5. A street improvement plan shall be prepared by a registered civil engineer for the construction of raised median modifications on Iris Avenue at the main site driveway. Median improvements shall be constructed in accordance with an approved alignment study. The eastbound left turn lane at the main project driveway shall be modified to provide a minimum of 250 feet of vehicle storage.

TE6. A communication conduit plan shall be prepared by a registered civil engineer for the installation of communication conduits along the project frontage in accordance with City Standard Plans.

TE7. A signing and striping plan shall be prepared by a registered traffic or civil engineer for all required signing and striping improvements along the property frontage.

Prior to the issuance of certificate of occupancies:

TE8. Communication conduits shall be installed along the entire project frontage of Iris Avenue to the satisfaction of the City Traffic Engineer.

TE9. All required traffic signal, signing, striping, and median improvements along Iris Avenue shall be implemented and approved to the satisfaction of the City Traffic Engineer.

FIRE PREVENTION BUREAU

1. Complete and return attached fire flow letter.
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering _3625__ GPM for_4__ hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) . The 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow, hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 ½" x 2 ½") and super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.1)

F5. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F6. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F7. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F8. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F9. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F10. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F11. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F12. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F13. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F14. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F15. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F16. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F19. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F20. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any

other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F21. Prior to issuance of Certificate of Occupancy, approval shall be required from the County of Riverside Community Health Agency (Department of Environmental Health) and Moreno Valley Fire Prevention Bureau to maintain, store, use, handle materials, or conduct processes which produce conditions hazardous to life or property, and to install equipment used in connection with such activities. (CFC 2701.5)

F22. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F23. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F24. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F25. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F26. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F27. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the

premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F28. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F29. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F30. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F31. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F32. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its

spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F33. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F34. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F35. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F36. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F37. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

FIRE FLOW LETTER

Date:	1/10/11	**Address:**	
Case Number:	PA11-0009/ P11-016	**A.P.N.:**	486-310-023

This is certification the water system is capable of meeting the following required fire flows
as determined by the California Fire Code Appendix B.

Based on the information provided on the above referenced case. The fire flow required for this project will be ___3625___ G.P.M. for duration of __4__-HOURS measured at 20-psi residual pressure.

The required fire flow may be adjusted during the approval process to reflect changes in design, construction type or automatic fire protection measures as approved by the Fire Prevention Bureau.

Applicant/ Developer: _____

By: _____ **Date:** _____

Title: _____

WATER AGENCY APPROVAL

Name of Agency: _____

Address: _____

Telephone: _____ **Date:** _____

By: _____ **Title:** _____

NOTE: **THE COMPLETION AND SUBMITTAL OF THIS LETTER TO THE FIRE PREVENTION BUREAU SHALL NOT BE CONSTRUED AS APPROVAL FOR THE INSTALLATION OF THE REQUIRED FIRE HYDRANT (S) AND/OR WATER SYSTEM.**

MV00112243

PUBLIC WORKS DEPARTMENT
Moreno Valley Utility

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project(s) PA11-0009; this project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

PRIOR TO ENERGIZING MVU ELECTRIC UTILITY SYSTEM AND CERTIFICATE OF OCCUPANCY

MVU-1 (R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

MVU-2 (BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to constructing the MVU Electric Utility System, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other

adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development may be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property. The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU-3 This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. If the project is subject to a Reimbursement Agreement, payment(s) shall be required prior to issuance of building permit(s).

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MV00112246

PA11-0009 & P11-016

Kaiser

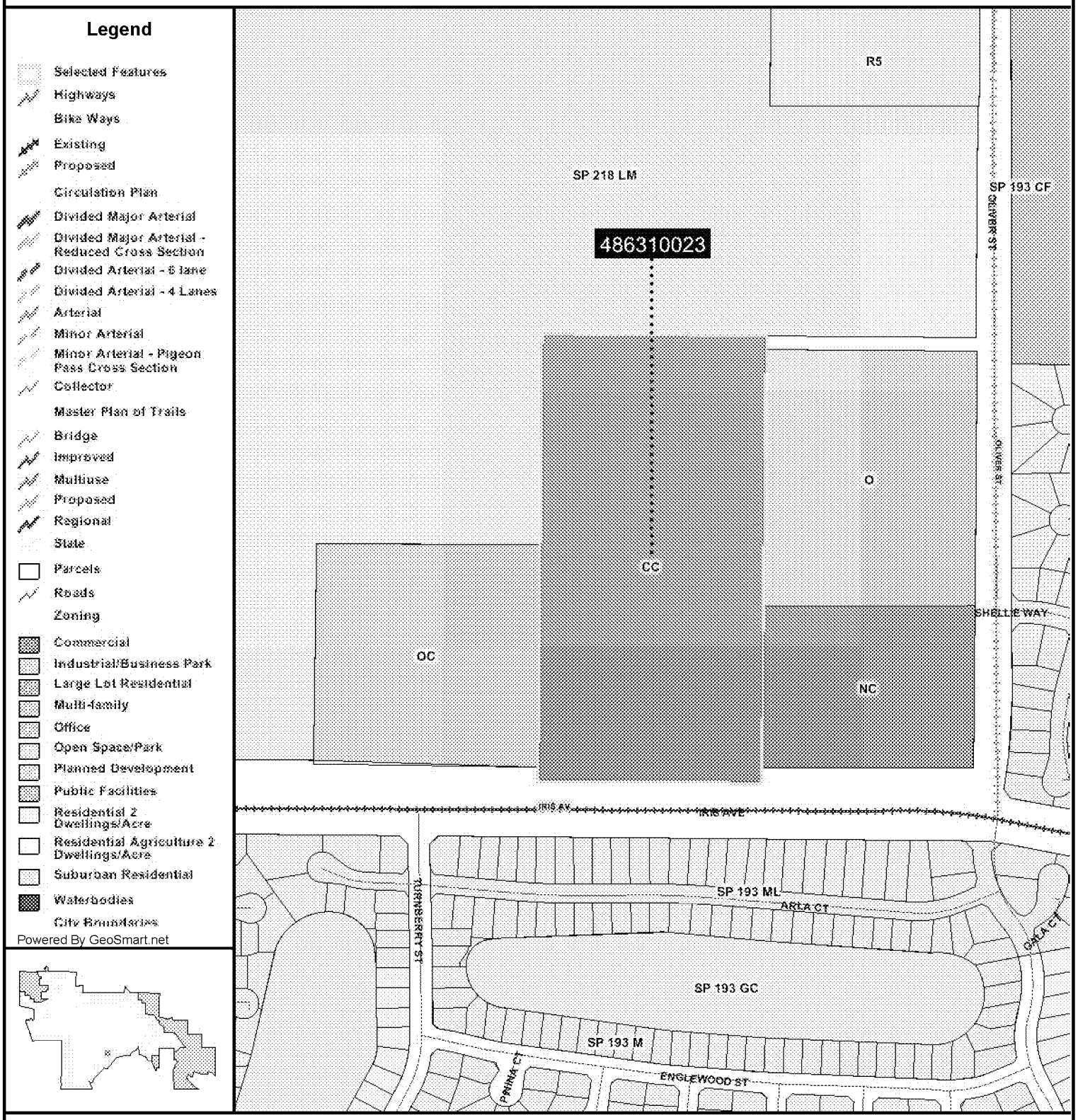

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS TOUR

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MV00112248

PA11-0009 & P11-016

Kaiser

Legend

- Highways
- Bike Ways
- Existing
- Proposed
- Circulation Plan
- Divided Major Arterial
- Divided Major Arterial - Reduced Cross Section
- Divided Arterial - 6 lane
- Divided Arterial - 4 Lanes
- Arterial
- Minor Arterial
- Minor Arterial - Pigeon Pass Cross Section
- Collector
- Master Plan of Trails
- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State
- Parcels
- Roads
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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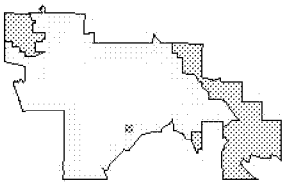

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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MORENO VALLEY
WHERE DREAMS SOAR

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MV00112250

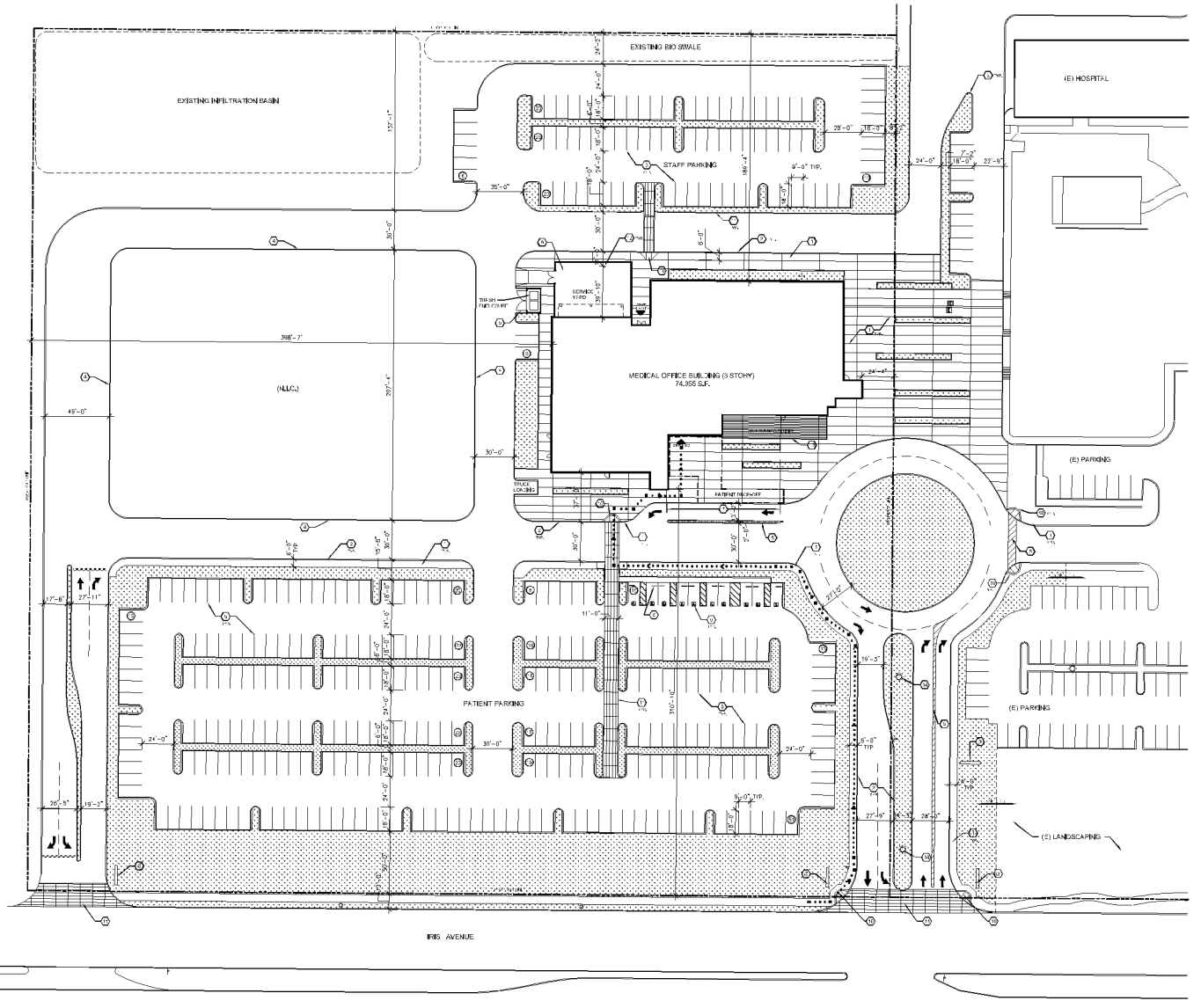

SITE LEGEND

- PROPERTY LINE
- LANDSCAPE AREA
- CONCRETE HARDSCAPE
- (E) EXISTING
- (N) NEW
- ADA ACCESSIBLE PATH OF TRAVEL

SITE PLAN KEYNOTES

1. CONCRETE RIDGEWALKWAY HARDSCAPE.
2. CONCRETE CURB AND GUTTER.
3. KAISER MONUMENT SIGN.
4. ASPHALT CURB AND GUTTER.
5. PARKING STRIPING PAVEMENT MARKINGS.
6. ACCESSIBLE PARKING STRIPING, MARKINGS AND SIGNAGE.
7. 6" PAVED CURB.
8. CONCRETE WHEEL STOP.
9. METAL GATE.
10. CURB RAMP.
11. DECORATIVE CONCRETE PAVING.
12. CAR VAULT.
13. ORNAMENTAL FENCE.
14. LIGHT STANDARD.
15. 12" WIDE CONCRETE STEPS.

SITE DATA

PARKING REQUIREMENTS

PARKING REQUIRED PER CITY OF MORENO VALLEY MUNICIPAL CODE (MC):

1 SPACE PER 225 SQ. FT. 74,955 SQ. FT. / 225 = 333 SPACES REQUIRED

TOTAL PARKING PROVIDED:

STANDARD PARKING: 329 SPACES
ACCESSIBLE PARKING: 10 SPACES
TOTAL: 339 SPACES PROVIDED

HMC Architects

MORENO VALLEY IRIS MOB

February 25, 2011

0 30' 60' 120'

SITE PLAN

PLANNING REVIEW SUBMITTAL APN # 486-310-021 CITY OF MORENO VALLEY CASE #P11-006

KAISER PERMANENTE

ATTACHMENT 5

K:\Projects\1389 Kaiser Moreno Valley\001\19-CAD\ACAD\PlanningSubmittal\KMMOB-SitePlan.dwg 2/25/2011 2:51 PM

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MV00112252

*REVISED AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

July 12, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street
Teleconference: Phoenix Park Hotel, LLC
520 North Capitol Street, N.W.
Federal City Room
Washington, D.C. 20001

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00112253

***REVISED AGENDA**
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter presentation to Officer Kevin Dixon

2. Proclamation Recognizing Soroptimist International of Moreno Valley

3. Spotlight Business

***REVISED AGENDA**
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
JULY 12, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Diane Gardner

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 22 - July 5, 2011.

A.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of

Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.5 APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue;

2. Authorize the City Manager to execute a contract with Transtech;

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties; and

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

A.6 P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129. DEVELOPER - WESTERN PACIFIC HOUSING, INC. IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Approve Tract Map No. 35760; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129) (Report of Public Works Department)

Recommendation:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system;

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc.;

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

A.8 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY RIVERSIDE SUPERIOR COURT CASE RIC 524877 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500);

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for Los Angeles Engineering, Inc. v. City of Moreno Valley Riverside Superior Court Case RIC 524877; and

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

A.9 TRACT MAP 32707 - REDUCE FAITHFUL PERFORMANCE BOND AND

ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION, TEMECULA, CA 92590 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-72 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system; and

   Resolution No. 2011-72

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 32707 and Accepting the Portion of Lasselle Street Associated with the Project Into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883;

2. Direct the City Clerk to record the Notice of Completion within ten (10)

calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.11 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM C.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to

release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

A.12 FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division;

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC; and

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

A.13 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.5) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.15 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL

CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (ALSO LISTED AS AGENDA ITEM C.6) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.16 RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988. (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief

and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

Resolution No. 2011-73

A Resolution Of The City Council Of The City Of Moreno Valley, California, Rescinding Resolution No. 2005-30, And Re-Designate And Authorize Certain City Officials To Execute Applications And Documents For Purposes Of Obtaining Financial Assistance Under Section 404 Of Public Law 93-288, As Amended By The Robert T. Stafford Disaster Relief And Emergency Act Of 1988

A.17 FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis;

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS; and

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

A.18 AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC; and

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services"

has been signed by all parties.

A.19 FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA; and

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

A.20 RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD) (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

Resolution No. 2011-74

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Convenience Require the Sale of a Remainder Parcel Excess to Public Use

A.21 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-75

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.22 APPROVE THREE-YEAR AGREEMENT WITH CANON BUSINESS SOLUTIONS TO EXTEND THE CURRENT COPIER CONTRACT (Report of: Financial & Administrative Services Department)

Recommendation:
Approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

A.23 STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES (Report of: City Manager's Office)

Recommendation:
Approve the proposed staff assignments in support of Council Member participation with regional agencies.

A.24 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.25 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.26 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD, DEVELOPER: CITY OF

MORENO VALLEY, MORENO VALLEY, CA 92552 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

A.27 PA07-0090 – EUCALYPTUS STREET IMPROVEMENTS - AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.28 PA07-0090 – EUCALYPTUS WATER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.29 PA07-0090 – EUCALYPTUS RECYCLED WATER – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.30 PA07-0090 – EUCALYPTUS SEWER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF

LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.31 PA07-0090 – LINE F STORM DRAIN IMPROVEMENTS – REQUEST TO RATIFY THE PARTIAL REDUCTION TO THE IMPROVEMENT SECURITY AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN PROPER CLEARANCES ARE RECEIVED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553. (Report of: Public Works Department)

Recommendation:

1. Ratify the partial reduction to the public improvement security provided by the City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090;

2. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District; and

3. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM A.11) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

C.5 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO

ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.13) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.6 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (ALSO LISTED AS AGENDA ITEM A.15) (Report of: Public Works

Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

C.7 AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS - PROJECT NO. 08-89791725 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement on behalf of the Community Redevelopment Agency; and

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Continued from March 22, 2011 and May 24, 2011) (Report of: Community & Economic Development Department)

Recommendation:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010,

316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
That the City Council, after conducting the individual Public Hearings and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

Recommendation: That the CSD:
That the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

E.3 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE

PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

   If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

   ADOPT City Council Resolution No 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution;

   Resolution No. 2011-76

   A Resolution of the City Council of the City of Moreno Valley, California, Denying a Change of Zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an Approximate 55 acre site, Located within Assessor's Parcel Numbers 488-330-003 through -006 and -026

2. OR

   If the City Council elects to overturn the Planning Commission decision, and approve the project:

   ADOPT City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

   Resolution No. 2011-77

   A Resolution of the City Council of the City of Moreno Valley,

California, Certifying the Final Environmental Impact Report (P08-133), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the West Ridge Commerce Center Project, Generally Located on the South Side of State Route 60, on the North Side of Fir Avenue/Future Eucalyptus Avenue and Approximately 650 Feet West of Redlands Boulevard

3. INTRODUCE Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change the Zone From Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

4. INTRODUCE Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

5. ADOPT City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

Resolution No. 2011-78

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA08-0097 for Development of a 937,260 Square Foot Warehouse Distribution Facility on 55 Acres Located Within Assessor's Parcel Numbers 488-330-003 Through -006 and -026

6. ADOPT City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the

resolution as Exhibit A

Resolution No. 2011-79

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Tentative Parcel Map 36207 (PA09-0022) to Combine the Existing Five Parcels Located Within the Project Site into a Single 55 Acre Parcel

E.4 A PUBLIC HEARING FOR CONSIDERATION OF THE REVISION OF TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT, SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, APPLICATIONS FOR LIGHTING, SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR GENERAL ON-SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING CITYWIDE. THE APPLICANT IS THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no action is required. Should the City Council choose to adopt the new standards, the following actions are required:

   RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. INTRODUCE Ordinance No. 831 approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

   Ordinance No. 831

   An Ordinance of the City Council of the City of Moreno Valley, California Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV

Applications for Hillside Development Section 9.16.235 “Hillside Design Guidelines”, Article VI Applications for Lighting and Section 9.16.280, “General Requirements” and Chapter 9.15, Section 9.15.030 “Definitions” Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPROVAL OF CONCESSIONAIRE AGREEMENT WITH PACIFICA UNIVERSITY, INC., FOR THE COTTONWOOD GOLF CENTER (Report of: Parks and Community Services)

Recommendation: That the City Council:
Acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, approve a long-term Concessionaire Agreement between the Moreno Valley Community Services District and Pacifica University, Inc., to maintain and operate the City's Cottonwood Golf Center and adjacent banquet facility.

G.3 "BEST PLACE TO DO BUSINESS" ACTION STEPS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Approve the Action Steps formulated to help establish a foundation for making Moreno Valley a “Best Place to do Business”.

G.4 APPOINTMENT OF CITY COUNCIL AD HOC SUBCOMMITTEE FOR THE PURPOSE OF REESTABLISHING JULY 4TH EVENTS FOR 2012 (Report of: City Manager's Office)

Recommendation: That the City Council:
Appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	Fire Station No. 65 Replacement Site
APN:	APN 297-170-077
Owner:	Group V San Bernardino
City's/Buyer's Negotiator:	Chris Vogt
Under Negotiation:	Price and terms of payment

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia

Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

ADJOURNMENT

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MV00112284

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
JUNE 28, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of Morning Optimist Club of Moreno Valley

2. Volunteers of the Year 2010 - Steven Morel, Jarrett Wegelin, Trent Terrell, Jarred Endres, Kyle Dagenhart, and Tim Barnes

3. Spotlight Business

MINUTES
REGULAR MEETING OF CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES
SPECIAL MEETING OF MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

JUNE 28, 2011 - 6:30 PM

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:36 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Deacon Richard Heames, St. Patrick's Roman Catholic Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem (left at 9:45 p.m.)
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Barry Foster	Community & Economic Development Director
Chris Vogt	Public Works Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 8-21, 2011.

A.4 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2011/2012 RATE ADJUSTMENT (Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Accept the improvements into the City's maintained road system.

A.6 APPROVAL OF CHECK REGISTER FOR APRIL, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

Resolution No. 2011-63

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of April, 2011

A.7 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

Recommendation:

Approve Resolution No. 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

Resolution No. 2011-64

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $91,557 Allocation

A.8 ORDINANCE NO. 827 - AN ORDINANCE AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011, BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendation:

Adopt Ordinance No. 827 - An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

A.9 SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - MELAD & ASSOCIATES (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.10 THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - WILLDAN (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders

through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.11 APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANAGER TO ISSUE ANNUAL PURCHASE ORDERS (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

A.12 PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:
Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

A.13 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF

THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

Recommendation:

1. Review and approve project recommendations for Cycle 3 of the federal Safe Routes to School (SRTS) grant program; and

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

Resolution No. 2011-71

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program

A.14 PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.; and

Resolution No. 2011-67

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Project Number PA07-0090 and Accepting the Redlands Drainage Improvements Associated with the Project into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

Resolution No. 2011-68

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Eucalyptus Electrical Improvements as Complete Within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.16 PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THE THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained street system the Theodore Street public improvements within project PA07-0090 upon acceptance by the City Engineer as complete; and

Resolution No. 2011-69

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Number PA07-0090 and Accepting the Portion of Theodore Street Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.17 PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.19 PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.20 PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

ADJOURNED THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

CALL TO ORDER

CALL TO ORDER - The Special meeting of the Moreno Valley Public Facilities Financing Corporation was called to order at 6:50 p.m. by President Stewart in the Council Chamber located at 14177 Frederick St.

ROLL CALL

Board of Directors:

Richard A. Stewart	President
Jesse L. Molina	Vice-President
William H. Batey II	Board Member
Marcelo Co	Board Member
Robin N. Hastings	Board Member

PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA

President Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

G. REPORTS

G.1 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD; DEVELOPER: CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

Motion to pull the item from the agenda by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

ADJOURNED THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AT 6:53 P.M.

RECONVENED JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (opposes).

Recommendation: That the CSD:

1. After conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Jeffrey Giba and Deanna Reeder.

Recommendation: That the CSD:

1. After conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

E.3 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health

and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

E.4 A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT A AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI. (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

Resolution No. 2011-66

Resolution of the City Council of the City of Moreno Valley Denying PA09-0027, A Conditional Use Permit to Allow Alcohol Sales (Beer and Wine) at the Existing Convenience Store Located at 21748 Cottonwood Avenue APN # 263-160-037

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Bob Walker (opposes), Maricela Lopez (opposes), and Justin Kim (representing applicant).

RECESS
RECONVENED

Motion to Approve as amended to allow alcohol sale during the hours between 8:00 a.m. and 8:30 p.m. by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that a nice reception for Mr. Holland, Deputy Secretary of the Air Force for Facilities, was held at Supervisor Marion Ashley's home; Mr. Holland was given a tour of March Joint Powers area and the base; a formal meeting with wing commander and military personnel, Joint Powers members and civil engineers will be held to discuss several issues, including the potential for the developer to actually relocate BX and the commissary to inside the base at the developer's expense and use that area for expansion of medical facilities.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to make following appointments for terms expiring June 30, 2014:

The Arts Commission: Lorna Kendrick, Lauretta Phillips and Nina Heirs;
The Environmental & Historical Preservation Board: Gerald Michael Budlong and Gregory A. Hagans;
The Library Commission: Beverly A. Crockett, Kristina Dixon and Cathy Merkt;
The Parks & Recreation Commission: Bill Alvarez and George Brummer;
The Recreational Trails Board: Margie Breitkreuz and Gilbert Brooks;
The Senior Citizens' Board: Delorise Anderson, Donna Annetta and Thelma Dunn;
The Traffic Safety Commission: Lawrence Baird, Mary C. Cole and Arthur W. Higgs.

Motion to approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership; and

Resolution No. 2011-70

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley with MV Hemlock Limited Partnership, a California Limited Partnership and Approving and Authorizing Execution of an Affordable Housing Agreement (Home) Between the City and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership; and

Recommendation: That the RDA:
Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

Resolution No. RDA 2011-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Agency Member Robin N. Hastings, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 825 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2 (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of:

Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.2 .2 ORDINANCE NO. 826 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Marie Hyta
1. Spending priorities; building a new fire station on Morrison; Station 58; salary of city administrator

Deanna Reeder
1. Redevelopment fund for the Aquabella project
2. Conduct during council meetings

Alicia Espinoza
1. DUI check points

Kenny Bell
1. Meetings of Home Owners Associations
2. Citizens' input/contributions

Librada Murillo
1. in Spanish

Jeffrey Giba
1. Increase of theft from recycle bins; thanked police officers for great job

Sue Gilchrist
1. Residents' contribution/input
2. Retirement benefits
3. Rancho Belago signs

Louise Palomarez
1. Red light camera on Day Street
2. Commended the Council for awarding alcohol business license and for supporting businesses
3. Rancho Belago signs

Victoria Baca
1. Fourth of July celebration
2. Cultural events in the City
3. Wished everyone a safe and happy 4th of July

Joe Bautista
1. Budget - reorganization in the City Clerk's Office

Pete Bleckert
1. Gate at Hemlock Street

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Congratulated Council Member Hastings for being installed as the new Chair of the Western Riverside Council of Governments

Council Member Co
1. Inquires about the incident with the tow truck company and a lost car
2. Attended WRCOG General Assembly reception with Condoleezza Rice as a speaker; was very impressed with the speaker, who talked about real things in life, is very humble and direct when talking to people

Council Member Hastings
1. Thanked Mr. Bell for his kind comments and for attending the Moreno Valley Crime Prevention meeting; thanked Chief Anderson for attending the meeting to address concerns about the crime, and what can be done about it; it was a very productive and well-attended meeting; appreciates the opportunity to meet with residents
2. Will be participating in the July 12 City Council meeting via teleconference; will attend a WRCOG meeting in Washington, DC, for the AB 811 program; more information about the program can be found on WRCOG Web site; anticipates that applications will be available at the end of this month
3. Appreciates the support for the 4th of July program; Thanked City Manager Garcia for the seed money; encouraged residents to volunteer
3. Addressed speaker's comments opposing shooting rangers – stated that this is a valuable program - payment of fees will allow the center to stay open; emphasized that residents' comments are not ignored and they are appreciated

Mayor Stewart
1. Responded to speaker's comment regarding Redevelopment Agency's support for the Burlington Coat Factory; said that the City is assisting new and existing businesses, as businesses generate sales tax revenue; the Economic Development Plan was developed to improve infrastructure and to retain existing

businesses
2. Fourth of July celebration with fireworks is expensive; the City is going to work very hard to have the celebration the next year
3. Regarding concerts - last concert he attended a few weeks ago was a patriotic concert at the Conference and Recreation Center, and it was a standing room only; it is provided for free four times a year; other cultural events are also held in the City
4. The Council received only three applications for three openings on the Arts Commission - encouraged residents to apply, get involved and help out
5. Addressed comments regarding clapping during council meetings - we don't allow outburst of support or opposition, as it is intimidating to speakers

Adjourned to Closed Session at 9:41 p.m.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

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

None

RECONVENED Regular City Council Meeting at 10:02 p.m.

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract 19862:	"Yes" - 3;	"No" - 6;	Invalid - 7	-failed
Tract 19912:	"Yes" - 7;	"No" - 24;	Invalid - 0	-failed
Tract 20941:	"Yes" - 10;	"No" - 14;	Invalid - 0	-failed
Tract 21737:	"Yes" - 0;	"No" - 3;	Invalid - 1	-failed
Tract 23371:	"Yes" – 3;	"No" - 7;	Invalid - 0	-failed
Tract 31591:	"Yes" – 1;	"No" - 6;	Invalid - 0	-failed

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract No. E-1:	"Yes" - 440;	"No" - 542;	Invalid – 6;	-failed
Tract No. E-2:	"Yes" - 139;	"No" - 257;	Invalid – 11;	-failed
Tract No. E-3A:	"Yes" - 34;	"No" - 66;	Invalid – 2;	-failed
Tract No. E-4:	"Yes" - 212;	"No" - 393;	Invalid – 14;	-failed

2. Verify and accept the results of the mail ballot proceedings as

identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

Motion to Adjourn by m/Council Member William H. Batey II, s/Council Member Marcelo Co. Approved by a unanimous vote.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:10 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees
enl

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: July 12, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of June 22 – July 5, 2011.

Reports on Reimbursable Activities June 22 – July 5, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	6/22/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	6/23/11	Leadership Moreno Valley
Jesse L. Molina		None
Richard A. Stewart	6/23/11	Leadership Moreno Valley

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112310

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On July 13, 2010, the City Council awarded a construction contract to Riverside Construction Company, Inc. and authorized the issuance of a purchase order in the amount of $4,124,375.14. The work consisted of the construction of Storm Drain Line H along Ironwood Avenue from the Ironwood Avenue/Heacock Street intersection to the Davis Street/Ironwood Avenue intersection, then southerly in Davis Street to the Indian Detention Basin. The work also included construction of street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive, completion of missing portions of Storm Drain Line H-1A from the Davis Street/Ironwood Avenue intersection to the Indian Detention Basin and in Ironwood Avenue between Indian Street and Hubbard Street, and minor clearing for SCE poles on the north side of Ironwood Avenue between Heacock Street and Perris Boulevard. On July 13, 2010, the City Council also approved the Reimbursement Agreement for the Eastern Municipal Water District improvements which appropriated sufficient funds from EMWD for relocation of four conflicting water lines.

The City issued a Notice to Proceed to Riverside Construction to start the work on October 4, 2010. The length of the contract is one hundred seventy (170) working days, which has been adjusted by Contract Change Order due to weather and other approved work. Riverside Construction anticipates completing the project by mid July 2011.

On April 26, 2011, the City Council approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC&WCD) which set forth the City's responsibilities and the District's responsibilities for post-construction maintenance of the facilities.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company by mid July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $3,850,000 which is not expected to exceed the approved purchase order amount of $4,124,375.14. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after

the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in delaying payment to the Contractor, thereby delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). The project is also partially

funded with 2005 Lease Revenue Bonds (Account No. 501.82625), Development Impact Fee (DIF) program funds (Account No. 416.78727), and the EMWD water line facilities were reimbursed by EMWD through a revenue set-aside in fund 414 (Account Nos. 414.80423 and 414.80424). The funds utilized for this project were designated for the Indian Basin and Ironwood Avenue capital improvements only. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91726)	$3,153,000
Fiscal Year 2010/2011 (Account No. 501.82625)	$933,000
Fiscal Year 2010/2011 (Account No. 416.78727)	$962,000
Fiscal Year 2010/2011 (Account No. 414.80423)	$185,000
Fiscal Year 2010/2011 (Account No. 414.80424)	$109,000
Total Budgeted Funds	$5,342,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$3,850,000
Design Support Costs during Construction	$109,000
Construction Geotechnical Services	$95,000
Construction Survey Services	$55,000
Project Administration and City Inspection*	$190,000
Total Project Construction Costs	$4,299,000

*Public Works staff provided project administration and primary inspection services.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff anticipates Riverside Construction Company will complete construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive improvements by mid July 2011. Staff requests the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are

completed, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, authorize the release of retention money to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Margery A. Lazarus, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112316

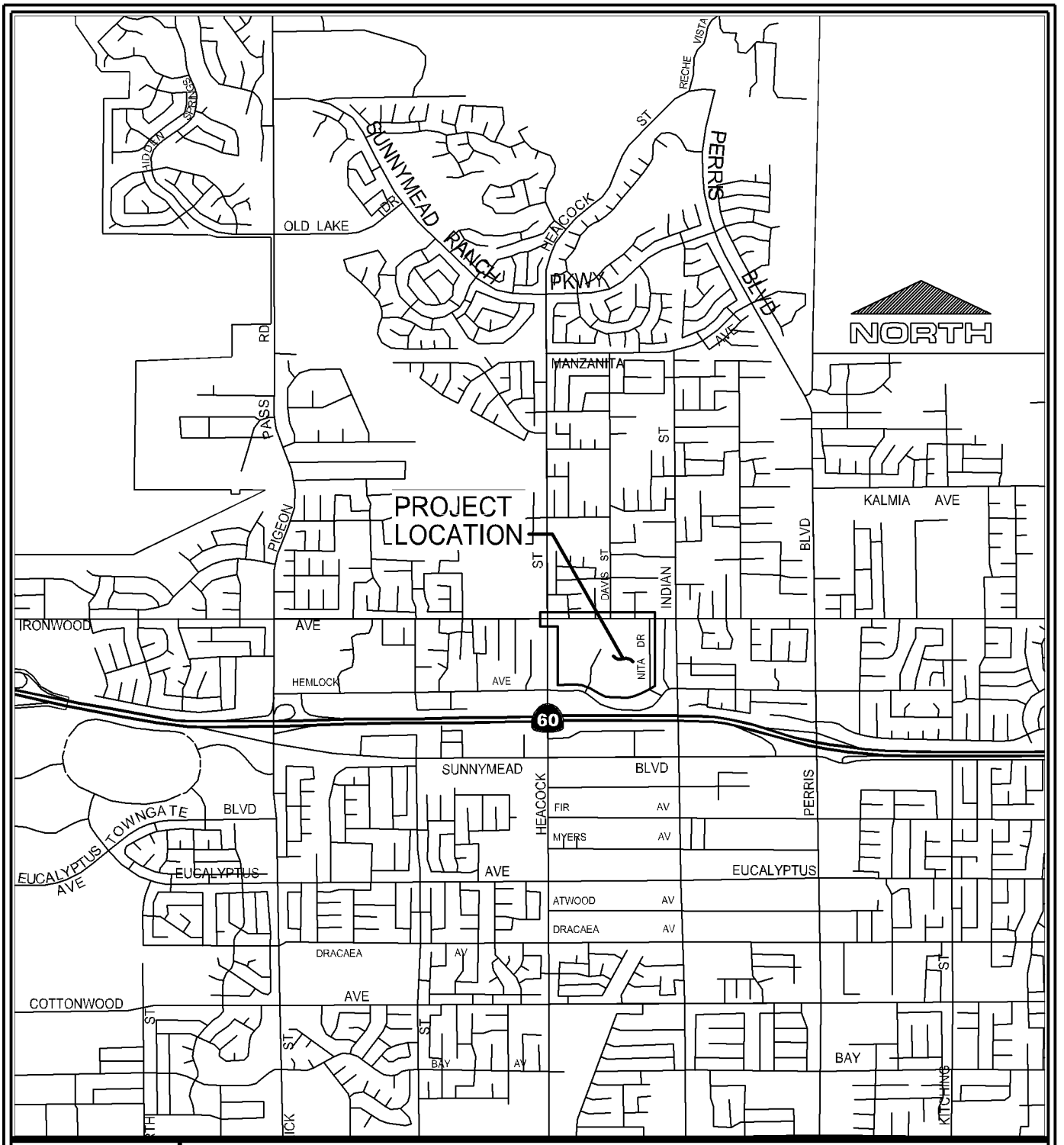

LOCATION MAP

Public WorksDepartment Capital Projects Division	INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS AND IRONWOOD AVE FROM HEACOCK STREET TO NITA DRIVE (SOUTH SIDE) PROJECT NUMBER 09-89791726
Scale: None	
ATTACHMENT "A"	

Item No. A.4

MV00112317

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MV00112318

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 20111

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue.

2. Authorize the City Manager to execute a contract with Transtech in the form attached hereto.

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties.

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

BACKGROUND

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to fast-track the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On May 24, 2011, City Council authorized the City Engineer / Public Works Director to execute the Program Supplement Agreement with the California Department of Transportation (Caltrans) for the Cactus Avenue Improvements project. This agreement established the policies and procedures for Caltrans reimbursement of $1 million funding for the State-Local Partnership Program (SLPP) grant program.

On June 14, 2011, City Council approved the FY 11/12 budget pending funding for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

DISCUSSION

The project consists of street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). Because these street segments are considered very strategic to the City's Economic Development Plan, the City is taking a proactive approach in assisting with the completion of the plans, specifications, and estimate (PS&E). The City will coordinate the bidding and construction of the project once HFP provides the City with full biddable plans. In general, the proposed improvements are intended to include curb, gutter, street pavement reconstruction and widening, street lights, sidewalk, water, sewer, reclaimed water and master planned storm drain improvements, traffic signal work, a bridge along Nason Street over flood control channel Line F and construction of a portion of flood control channel Line F.

On May 25, 2011, staff solicited proposals from professional consultants. Approximately 200 consultants in the Public Works Department database were notified of the availability of the City's request for proposal. Eight (8) proposals were received in response to the City's Request for Proposals. The scope of work for the project includes project management, constructability review of PS&E, construction management, and construction inspection for the project. Subsequently, the project management tasks of the overall project is being proposed to be performed by the City's in-house consultant VAS Associates to ensure higher levels of project controls and improved efficiencies resulting in cost savings. A selection review committee comprised of City staff representatives from the Public Works Department reviewed and rated each prospective firm based on their proposals and presentations. After interviewing the three top-ranked firms, Transtech was selected as the most qualified firm to undertake the project.

The final scope of work focuses on constructability review of PS&E, construction management, and construction inspection. Transtech will provide highly skilled and experienced team of three professionals on a full time basis for the duration of construction phase of the project, ensuring quality construction and timely completion of the project. Prior to finalization of the project Plans, Specifications and Estimates (PS&E) and bidding of the project, Transtech will perform a detailed constructability review of the PS&E including on-site field check to ensure that conflicts that results in costly delays during construction are minimized. During construction, a Construction Manager will coordinate with all project stakeholders, ensure that the project is progressing in accordance with the contract documents leading to timely completion of the project within budget, minimize inconvenience to travelling public, and in his capacity as a Bridge Engineer, will inspect the technical aspects of the bridge construction. An experienced Public Works inspector will ensure that quality construction is carried out in accordance with the project plans and specifications; while an Office Engineer will assist the project team with other necessary tasks including satisfying the SLPP grant's requirements for this fast paced and multi-faceted construction project.

ALTERNATIVES

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, authorize the City Manager to execute a contract with Transtech in the form attached hereto, authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will allow for much needed improvements that are integral to the City's Economic Development Plan.*

2. Do not approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, do not authorize the City Manager to execute a contract with Transtech in the form attached hereto, do not authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and do not authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will delay much needed improvements that are integral to the City's Economic Development Plan.*

FISCAL IMPACT

The funding sources for this project are: RDA Tax Increment Fund 892 ($6M through an Agreement with Riverside County Flood Control and Water Conservation District), borrowed DIF Library and Corporate Yard Fund 412 ($6.5M), DIF Arterial Streets Fund 416 ($2.5M) - re-sequenced from Kitching Street Improvements project from Cactus Avenue to Gentian Avenue, General Fund 412 ($1.3M) - re-sequenced from Heacock Street and Cactus Avenue Channel Improvements, DIF Traffic Signals Fund 417 ($0.27M), Measure "A" Fund 125 ($3.1M) - re-sequenced from Reche Vista Drive Realignment project, and anticipated SLPP Grant monies Fund 125 ($1M). Total available funding is $20,672,000. Assumptions for this project include that the adjacent property owners will dedicate and be credited for an estimated $1M towards right of way.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:
Fiscal Year 2011/2012 Budget (Account No. 125.New) $20,672,000

ESTIMATED PROJECT COSTS:
Consultant Construction Management and Inspection Costs..... $999,000
City's Plan Check and Project Management Administration * $881,000
Construction Phase Technical Services (Survey, Geo, Design Support, etc.) .. $950,000
Construction and Utility Relocation Costs $17,842,000
Total Estimated Project Costs $20,672,000

* Public Works and in-house consultant staff will provide Plan Check and Project Administration.

ANTICIPATED PROJECT SCHEDULE:
Complete PS&E .....Fall 2011
Public Bid and Award of Construction .....Three Months Thereafter
Complete Construction.....Approximately Twelve Months

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. Staff is requesting that City Council approve the Agreement with Transtech for Professional Construction Management and Inspection Consultant Services so that these improvements can move forward.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement for Professional Services

Prepared By:
Viren A. Shah, P.E.
City's Program Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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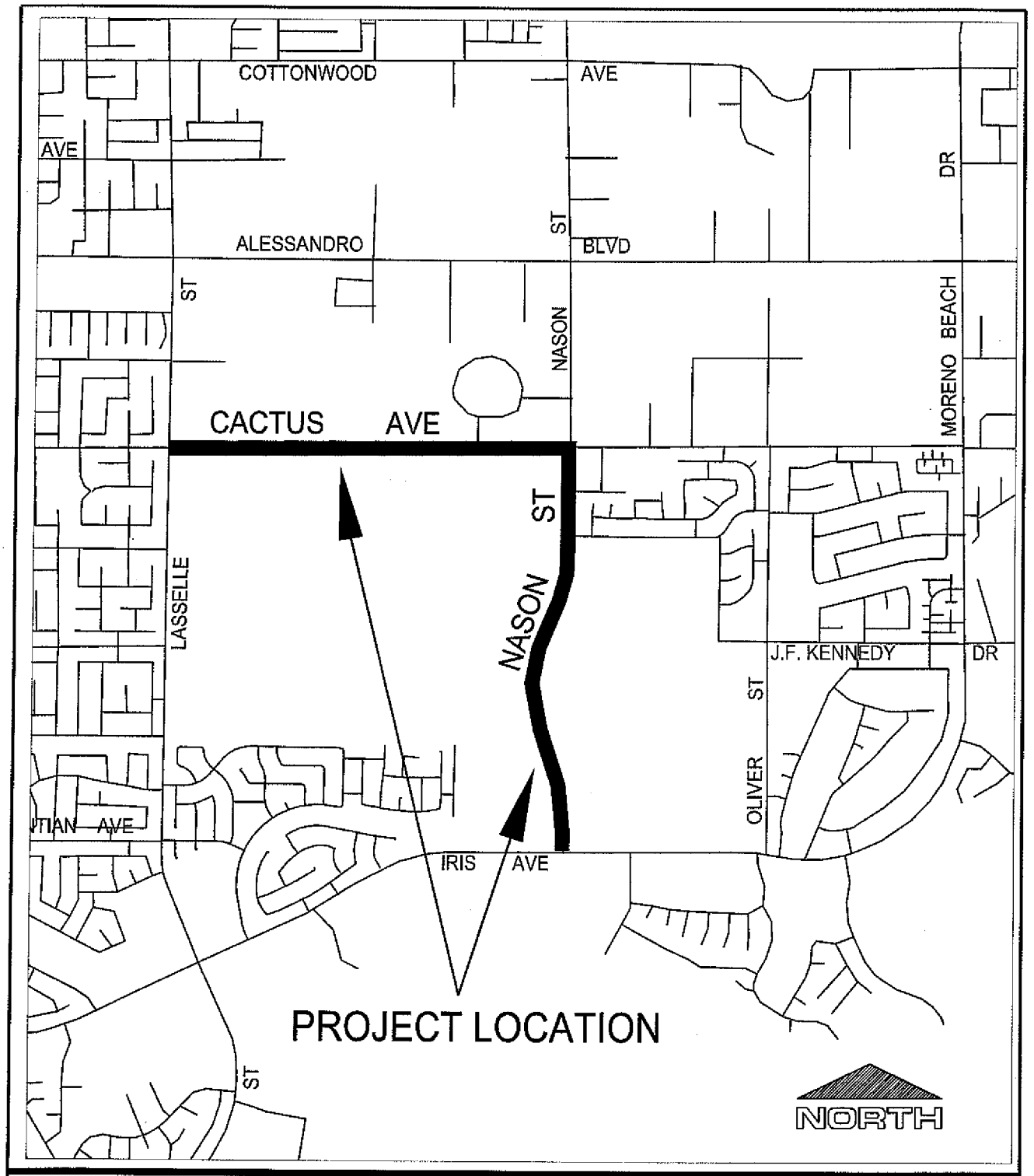

CITY OF MORENO VALLEY
DECEMBER 3, 1984

CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

ATTACHMENT "A"

Item No. A.5

MV00112325

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MV00112326

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Transtech Engineers, Inc., a California corporation, partnership, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant Construction Management and Construction Inspection services for:

Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $995,595.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2013** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation

to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of

the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property

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

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of

the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

Transtech Engineers, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES
FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

I. INVITATION

You are hereby invited to submit a Proposal for: 1) Project Management Consultant (PMC) Services, Part 1; and 2) Construction Management Consultant (CMC) Services, Part 2, 3) Construction Inspection Consultant (CIC) Services, Part 3, associated with the above referenced project.

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk (CD) of your Proposal shall be submitted before **5:00 p.m., June 8, 2011** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Viren Shah, City's Program Manager.

II. GENERAL PROJECT DESCRIPTION

The project in general consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market. Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project. In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping" (see attachments for more details). As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

III. PROJECT BUDGET AND SCHEDULE

The funding for both projects have been tagged at slightly below $20 Million including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this

Consultant contract.

The Tentative Schedule is as follows:
Anticipated Award of this Consultant Contract: Early July 2011
Biddable PS&E Complete: Early Fall 2011 or sooner
Public Bid and Award of Construction Contract(s): 3 months thereafter
Construction: Approximately 12 months

IV. SCOPE OF SERVICES

The Consultant shall perform all project management services necessary for a professionally completed project including but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end. The scope of work outlined below must be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

DETAILED PROJECT DESCRIPTION:

The following scope of work is not a complete listing; it is intended to aid the consultant to identify a complete and comprehensive scope of work.

PART 1: PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.
2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.
3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
4. Schedule, facilitate, and attend public meetings as necessary.
5. Provide progress reports at a minimum on a monthly basis.
6. Compose all correspondences to keep the project on schedule.
7. Attend and present the project to City Council as required.
8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).
11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.
12. Prepare agreements and assist with issuance of Purchase Orders.
13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.
14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.
15. Prepare project update write-ups for distribution to media and public.
16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.
17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.
18. Issue all necessary Notices to Proceed (NTP).
19. Assist with review and process of all invoices (City staff will approve).
20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.
21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.
25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:

    a. Various City Council Staff Reports.

    b. Utility correspondence letters and e-mails.

    c. Federal, State and local correspondence.

    d. Federal, State and local documentation required for the project.

    e. Right-of-way related documents and correspondence.

    f. Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and biddability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding

purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a) Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b) Prepare bid packages for distribution as necessary.

    c) Maintain plan holder's list

    d) Schedule and conduct pre-bid meetings and site visits, if held.

    e) Provide responses to bidders' questions.

    f) Prepare and issue addenda if required.

    g) Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h) Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i) Check references and licenses of bidders.

    j) Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k) Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l) Prepare, coordinate, and process Notice of Award, Agreements, and

Purchase Order.

m) Review insurance, bonding, and other required documents.

n) Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

PART 2: CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project.

The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

**FOR PROFESSIONAL PROJECT MANAGEMENT,
CONSTRUCTION MANAGEMENT AND
CONSTRUCTION INSPECTION CONSULTANT SERVICES**

General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.
2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
3. Schedule, facilitate, and attend public meetings as necessary.
4. Attend and present the project to City Council as required.
5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.
6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.
8. Prepare agreements and assist in processing Purchase Orders.
9. Issue all necessary Notices to Proceed (NTP).
10. Review and process all invoices (City staff will approve).
11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.
12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.
14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other

construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.
   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.
   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.
   d. Submit recommendations to the City relative to change order requests.
   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.
   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.
    b. Permits.
    c. SWPPP and WQMP
    d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.
    e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)
    f. Progress payments, inventories, and applicable codes.
    g. Contractor's reports, correspondence, certified payrolls, and accident reports.
    h. Survey and layout data and certifications, photographs of as-built

locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

PART 3: CONSTRUCTION INSPECTION CONSULTANT (CIC) SERVICES

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements,

such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the

field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 50 pages. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).

B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.

C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed PMC, CMC & CIC's qualifications, track record and relevant experience. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule. The plan should show flexibility and consideration in resource loading due to the inherent variability in the schedule and performance of third parties. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the

number of hours that these individuals (including administrative support services) will be working on each task listed, included in adjacent columns.

E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project taking into consideration how extra work is anticipated and incorporated into the contract from the onset. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal**.

F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent reviews and 95% plan biddability/constructability/claims avoidance reviews.

G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The City's standard Agreement will be executed without any proposed changes.**

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms (attached) with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.

C. Tasks shall include, but not be limited to, all Professional Consultant Services (including administrative support services) necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:

1. Work associated with Project Constructability Review only is completed.
2. PS&E completed and advertised.
3. Project Bidding and City Council award of contract.

4. PMC Services on a monthly basis once construction starts.
5. CMC Services on a monthly basis.
6. CIC Services on a monthly basis.
7. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. Unless otherwise specifically mentioned, there will be no monthly payments until the milestone is reached at which point all applicable charges will be reviewed for applicability prior to payment. Consultant billing/invoices will commensurate with the pace of the construction work activities. The final 10% of the Consultant contract amount will be held back until all phases of the project is successfully closeout. The Consultant will not receive additional compensation for non-compliance or punch list items that were not identified in a timely manner in order to be addressed by the construction contractor(s).

E. All invoices will specifically identify job title, person-hours, and costs incurred by each task. Lump sump payments will not be accepted as all charges must be documented and justified.

F. Reimbursement costs such as mileage, computer usage, vehicle rates, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee." However, all overhead and reimbursement costs must be included in the personnel hourly rate for all services rendered upon commencement of the construction phase.

G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time

that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. **No changes to the City's standard Agreement will be entertained since there will be no time for negotiations between attorneys to establish a revised acceptable agreement.** All Consultants are required to have a City of Moreno Valley Business License in order to conduct business in the City.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

   The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

The Proposals will be rated/ranked according to the following criteria:

1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with General Law City agencies, and proven track record and depth of understanding/ knowledge of the proposed PMC, CMC & CIC.

3. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

4. Expedited Schedule and Cost Controls (20 point bonus) – Elaborate based on experience with similar projects as to how the two projects can be completed based on an expedited schedule (please identify the shortened delivery timeline). Elaborate how the Consultant team can confidently deliver the project on time and within budget with specific focus that the Consultant can deliver this project within their executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Due to the accelerated nature in retaining a Consultant for this project sometime in early to mid July 2011, interviews may not be conducted in selecting the preferred firm. However, if an interview is deemed needed to make the final selection, the Consultant must be prepared to gather the proposed team likely within 24 hours of notification. Only the key individuals assigned to have a significant role in the project will be allowed to make the presentation at the interview

Exhibits incorporated by reference:

1. City Standard Consultant Agreement (no changes to this agreement will be allowed)
2. Nason-Cactus CIP Exhibits dated April 10, 2011 - Compilation of Plans based on current status of completion
3. Improvement Plans Status Summary dated May 4, 2011
4. Addendum to Moreno Valley Field Station EIR and Supplemental EIR

Submitted to:

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah
City's Program Manager

TECHNICAL PROPOSAL

PROFESSIONAL PROJECT MANAGEMENT CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS

1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Submitted by:

TRANSTECH/MAPCO
Contact Person for this proposal:
David Mlynarski, Project Principal
E-mail: david.mlynarski@transtech.org
T: 909-384-7464; F: 909-384-7475
413 MacKay Drive, San Bernardino, CA 92408

EXHIBIT "B"

Item No. A.5 copy shall be unbound and paper clipped, with holes, perforations, or cardboard inserts, suitable for copying with an automatic feed copy machine and one copy shall be on CD. (As required, Fee Proposal is submitted in a separate envelope)

MV00112362

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH
MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Thank you for the opportunity to present our qualifications to the City and for the subsequent meetings and discussions to develop a cost efficient approach for the subject project.

It is very obvious that the city desires to establish professional relationships with consultants and carry out projects in an efficient and practical fashion. We also see the value to the overall community and business environment that will result with the inducement of these public improvements.

We understand this project will require an efficient coordination with various public and private parties, including City of Moreno Valley, developer, design engineers (RBF, Psomas, Butsko, Arcon), Riverside County Flood Control District, EMWD and Utility Companies. Furthermore, it is also important to coordinate with the Riverside County Hospital (Trauma Center) and the County EMS to maintain emergency vehicle access to the hospital along Cactus Avenue during construction.

Our goal is to provide our services in an efficient manner and minimize inconveniences and deliver the project to the City and public in a cost effective manner.

Our original fee submitted with the proposal was $1,114,000. Based on the meetings with and clarifications provided by the City, we made necessary adjustment in our scope, and our fee was reduced to $914,600. We then provided an additional 5% reduction in our fees as a good will, which resulted in a final adjusted fee of $868,870.

Also, we made appropriate adjustments in the staffing allocation as follows:

- We will assign Kurt Pegg as the Project CM, RE and Bridge Structural Rep, and Mike Schnepf as the Project Inspector. We understand the City desires a commitment that these staff members will be assigned to this project. As we indicated in our proposal, and subsequent communications, our firm is fully committed to assign these staff members to this project. Also, you had indicated that in the event any of these staff members leave our employment for reasons beyond our control, the City would have the right to approve any replacement, and if the City is not satisfied with the proposed replacement, the City would have the right to terminate the contract.
- The level of effort is based on 12 month duration for construction and project closure after start of Construction and under a single construction contract (prime contractor) for both Cactus and Nason Street Projects.
- We allocated additional support that may be need during construction to support Kurt Pegg and Mike Schnepf.
- We deleted general project management services, as this task will be performed by City CIP staff as you indicated.
- The City will hire construction surveying, materials testing and specialty inspection firms under separate contracts.
- The City will have separate contracts with the design firms for the preparation of final PS&E Bid Package, as well as engineering support during construction.

The attached Resource Allocation Table provides detailed breakdown by task and staff as you requested.

Our staff and project team are very excited about the potential of delivering our best effort in support of this project.

Thank you again for your thoughtful consideration.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
ali.cayir@transtech.org
C: 714-883-8677; T: 909 595-8599, Ext. 121
www.transtech.org

F:\WPROCESS\PROPOSALS\2011\P-11.065 MORENO VALLEY CACTUS & NASON STREETS IMP. PROJ DUE 060811 5 PM\PROPOSAL\UPDATED FEE, 6-23-11\RESOURCE ALLOCATION BY TASK, STAFF, HRS, P-11.065 MORENO VALLEY CACTUS & NASON STREETS IMP. PROJ.DOC

RESOURCE ALLOCATION

Task	Staff	Rate	Hrs	Fee
Constructability and PS&E Review, including field walk by Project RE, Inspector, and coordination with design team	***Sr Level Staff***	$145	160	$23,200
	Inspector Level Staff	$95	160	$15,200
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	70	$4,550
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	70	$10,150
	Subtotal		**460**	**$53,100**
Allocation to address unknown issues prior to finalization of PS&E	***Sr Level Staff***	$145	140	$20,300
	Inspector Level Staff	$95	60	$5,700
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	60	$3,900
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	60	$8,700
	Subtotal		**320**	**$38,600**
Bidding Phase Services to support City Proj Manager, PS&E Engineers for review of questions, field check, etc.	***Sr. Level Staff***	$145	40	$5,800
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	10	$650
	Principal In Charge Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	10	$1,450
	Subtotal		**60**	**$7,900**
Construction Phase (12 month duration assumed)	***Project CM, RE, and Bridge Structural Rep:*** Kurt Pegg, PE	$145	2,200	$319,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project CM, RE, and Bridge Structural Rep	$145	200	$29,000
	Project Public Works Inspector: Mike Schnepf	$95	2,200	$209,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project Public Works Inspector	$95	200	$19,000
	Office Eng, Insp Support, State Funding Compliance Staff: Selim Bouhamidi	$65	2,200	$143,000
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	400	$58,000
	Subtotal		**7,400**	**$777,000**
Budget for Additional Inspections	***Budget for Additional Inspections during heavy work periods***	$95	400	$38,000
	Subtotal		**400**	**$38,000**
TOTALS			8,640	$914,600
Additional Reduction in Fee as a good will			5%	$45,730
TOTAL REDUCED FEE				$868,870

Original Fee submitted with the Proposal	$1,114,000
Final Submitted Fee after Meeting with City staff to fine tune scope, including adjustment in Project Management effort as the City will assign an in-house PM and plus an additional 5% reduction in the fee	$868,870
Total reduction in dollars between Originally submitted Fee and Final adjusted Fee	$245,130
Total reduction in % between Originally submitted Fee and Final adjusted Fee	22.00%

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TRANSTECH/MAPCO
PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

This letter serves as a follow up to our conversation regarding company legal name.

As indicated, our operating brand name in Inland Empire is Transtech/Mapco. The legal name of the corporation from which the Insurance will be provided is Transtech Engineers, Inc.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
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TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH
MAPCO

June 8, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TECHNICAL PROPOSAL
PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Transtech/Mapco is pleased to submit this proposal for the subject project.

We are a multi-disciplinary engineering consulting firm which provides professional and technical services in engineering, planning and construction to governmental agencies, educational institutions and private sector. We serve as turn-key program manager/contractor on large and complex engineering projects by providing full service capability. We have managed and successfully delivered a number of similar assignments.

Our key project team members have extensive experience working for Public Agencies in capacities, such as Contract Building Official, Plans Examiner, Inspector, City Engineer, Planner, Construction Manager and Inspector. As contract City Engineer and Building Official for a number of Agencies, we manage all aspects project as Agency representatives, and provide turn-key services.

Our staff members are licensed as professional engineers, surveyors, plan checkers, building officials and inspectors. We are also licensed as General Contractor A (General Engineering) and B (General Building), and have the ability to function like a General Contractor and coordinate all aspects of construction of similar projects.

Our Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of the projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance, DBE/WBE.

Also, one of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

We also provide our expertise in the construction field to law firms for construction claims. Some of our key staff members served as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State.

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

We understand the importance of providing services that can respond to the project needs based on work load and demand by adjusting level of staffing as necessary, and provide the services in an efficient and cost effective manner without sacrificing the quality and responsiveness.

We have extensive experience in managing similar complex and multi faceted/phased projects. We will develop an expedited schedule to deliver these projects in an efficient and expeditious manner, and within the executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Our team has extensive experience in all aspects of similar projects, from design concept, design and regulatory agency approvals through construction. We have gained a solid reputation in the industry for delivering cost-efficient projects that are on schedule, within budget, and to the full satisfaction of the client. We have assembled an outstanding group of individuals we believe will provide the Agency with the precise services requested; combining strong technical skills, excellent communication, sensitivity to community values and efficient use of resources.

We have staff and resources readily available for the project.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact the undersigned.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org; T: 909 384 7464, Ext. 106 F: 909 384 7475; www.transtech.org

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SECTION A:	**Project Understanding**	**A.1 – A.1**
SECTION B:	**Approach and Management Plan**	**B.1 – B.2**
SECTION C:	**Qualifications and Experience**	**C.1 – C.5**
SECTION D:	**Staffing Plan**	**D.1 – D.1**
SECTION E:	**Work Plan and Schedule**	**E.1 – E.17**
SECTION F:	**Quality Control and Assurance**	**F.1 – F.1**
SECTION G:	**Additional Relevant Information**	**G.1 – G.1**

APPENDIX — **Appendix 1 – Appendix 19**

City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, states that resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the Appendix Section of the proposal. Based on this requirement, the following applicable information is included in the Appendix:

Resumes	**Appendix 1 – Appendix 14**
Billing Rates	**Appendix 15 – Appendix 15**
Resource Matrix	**Appendix 16 – Appendix 16**
Other Required Forms (Required Statements per the RFP)	**Appendix 17 – Appendix 19**

SECTION A: Project Understanding

The project in general consists of the ultimate width street improvements along:

1. Cactus Avenue between Lasselle Street and Nason Street, and
2. Nason Street between Cactus Avenue and Iris Avenue

The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market.

Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project.

In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping". As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

The funding for both projects have been estimated at slightly below $20 Million, including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this Consultant contract.

The Tentative Schedule is as follows:

- Anticipated Award of this Consultant Contract: Early July 2011
- Biddable PS&E Complete: Early Fall 2011 or sooner
- Public Bid and Award of Construction Contract(s): 3 months thereafter
- Construction: Approximately 12 months

The general scope of work to be provided by the selected Consultant includes all project management services necessary for a professionally completed project, including, but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end.

The scope of work will be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

SECTION B: Approach and Management Plan

B.1. APPROACH AND MANAGEMENT PLAN

Our goal is to deliver the project to the City in an efficient and cost effective manner.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects.

Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance program to prevent design errors and construction change orders.

Schedule control and management is a critical element. Our project manager conducts weekly in-house meetings with staff to review work progress, discuss any potential issues, and adjust staff resources as necessary to keep the project on schedule.

One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies. Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

In summary, our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and within budget. Our staff members have a strong educational background and are licensed and certified as engineers and inspectors.

B.2. PROJECT ORGANIZATION CHART

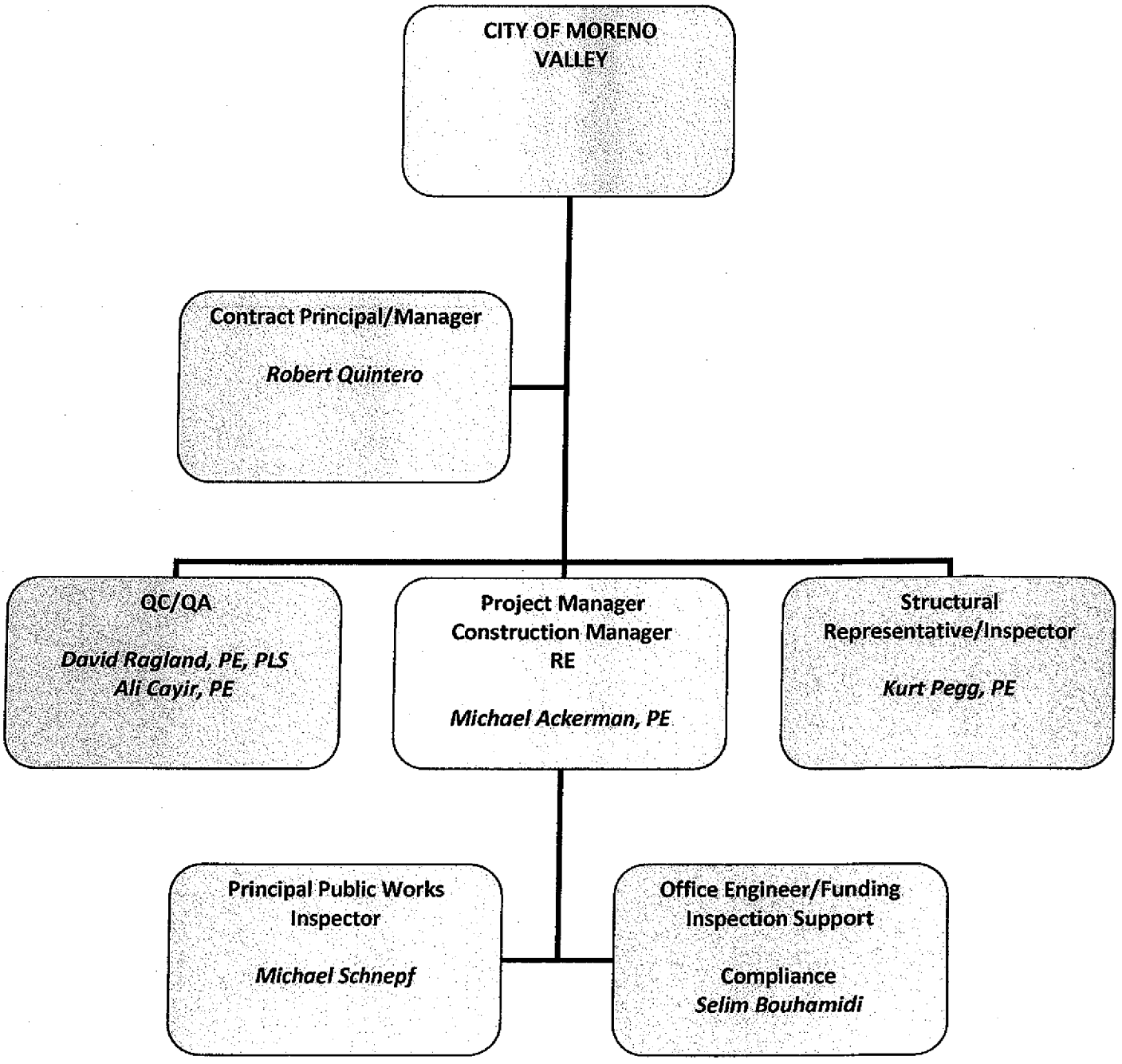

SECTION C: Qualifications and Experience

C.1. SIMILAR SERVICE EXPERIENCE

Following is a partial listing of similar projects where our firm provided similar services requested for this project:

- **Via Duct Boulevard Alignment and Reconstruction, Metrolink San Bernardino Parking Facility Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost: $10m
- **Valley Boulevard Widening Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost $5m.
- **State Route 710 Interim Improvements and Fremont Ave. Widening/Realignment:** Prepared PS&E as well as provided construction management and inspection services for 3 federally funded projects in Alhambra. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. The project involved coordination with Caltrans and encroachment permit processing/approval, as portions of the project was in Caltrans jurisdiction. These projects were all federally funded, requiring processing for E-76 through Caltrans Local Assistance. The total cost for 3 projects was $20m.
- **Mission Boulevard Widening:** Prepared PS&E as well as provided construction management and inspection services for Mission Boulevard widening and reconstruction. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Transtech also provided construction management and inspection services for the project. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost $3m.
- **City of Torrance Crenshaw and Skypark Reconstruction Projects:** Prepared PS&E as well as provided construction management and inspection services for Federally Funded reconstruction/rehabilitation of Crenshaw Boulevard and Skypark Avenue (2 separate projects). Cost: $3m.
- **Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino:** For the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- **CSUSB (Cal State SB University) San Bernardino Campus Access Road:** Prepared PS&E as well as provided construction administration for the project. Improvements included approximately 1 mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost $6M.
- **Mission Bl and Rte 71 Grade Separation Project (currently under construction):** Serving as the Construction Manager for this regional project. The Mission Boulevard/State Route 71 Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40,000,000.
- **Alhambra Civic Library Project:** The project involved construction of a 45,000 SF 2 story library with 2 levels of underground parking garage. The project also included off-site improvements, such as streets, curb, gutter, utilities, fiber optic communication. Transtech provided construction management services. Project Cost $30m.
- **Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge:** Served as Construction Manager. The project involved construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks, and various offsite improvements, such as pavement, curb, gutter, drainage, sewer, electrical.

Project cost $24,000,000.

- **Alhambra Renaissance Plaza Parking Structure and Entertainment Center:** Served as Turn-key Program Manager from initial design thru construction of the Project. The project involved construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Total project value was $40m.

Experience in Federally Funded Projects and with Caltrans Local Assistance Procedures Manual:
A majority of the projects were federally funded. Transtech administered all projects through Caltrans' Local Assistance in compliance with the Local Assistance Procedures Manual (LAPM). Authorization to Proceed (E76) was successfully obtained for each project as well. Our scope in these projects involved public relations, including providing information flyer, setting up a web-site for public access to provide up to date information, community meetings, and responding to questions and complaints and making sure impacts to public is minimized. Communication and coordination with public is an important element on this project as well.

Experience in Working with Caltrans/Encroachment Permit Department:
Several of these projects also involved close coordination with Caltrans and encroachment permit processing/approval, as portions of some of the projects were in Caltrans jurisdiction.

C.2. PROJECT STAFF

The following table provides summary information for project staff:

Key Person	Project Role	Yrs of Exp	Yrs w Firm
Robert Quintero	Contract Principal/Manager	20	5
Michael Ackerman, PE	Project Manager, Construction Manager, RE	15	4
Kurt Pegg, PE	Structural Representative/Inspector	20	2
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	30	12
Michael Schnepf	Principal Public Works Inspector	30	9
Selim Bouhamidi	Office Engineer/Funding Compliance and Inspection Support	5	3

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, Billing Rates, Resource Matrix, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

C.3. REFERENCES

City of Rialto
Ahmad Ansari, Director of Public Works/City Engineer
909-772-1518

City of Alhambra
James Funk, Development Services Director
626-570-5041

City of Pomona
Daryl R. Grigsby, Director of Public Works
909-620-2261

CSUSB, Cal State University
Hamid Azhand, Director of Capital Planning and Design
909-537-5000

C.4. COMPANY QUALIFICATIONS

Established in 1989, the firm provides consulting engineering services to several municipalities throughout Southern California. The municipal services provided by our firm include Building and Safety, Plan Check, Inspection, Code Enforcement, City Engineering, City Traffic Engineering, CIP Design, Project and Construction Management, Program Management, Utility Company Coordination and Management, CDBG, HUD and Federally/State Funded Project Management, Services.

- *Service Capabilities:*

Municipal Consulting Services	City Engineer; City Traffic Engineer; Capital Improvement Projects; Development Review; Plan Check/Counter Services
Building and Safety	Inspection; Plan Check; City Building Official; Code Enforcement
Program and Construction Management	Contract Administration; Construction Inspection; Labor Compliance; Design-built Engineering and Construction
Civil Engineering	Freeways and Interchanges, Local Streets and Roads Design; Sewerage, Water and Storm Drain Design; Pavement Management System; Grading Studies, Design and Earthwork Analysis
Traffic and Transportation Planning and Engineering	Traffic Signal and Control Systems; Parking Facilities Study and Design; Street Lighting; Speed Zone Surveys; Traffic Control; Intelligent Vehicle Highway Systems; Signing and Striping; Traffic Management Plans; Bicycle and Pedestrian Facilities; Neighborhood Traffic Control

Water Resources Engineering	Hydrologic Studies, Hydraulic Design Best Management Practices Storm Water Pollution Prevention (SWPPP) Low Impact Development Design Sediment, Erosion Control & Detention Facilities Urban Water Quality Retrofit Hydrologic Rainfall/ Runoff Watershed Simulations Hydro modification Studies, Water Quality Management Plans (WQMP) Storm Drainage Infrastructure Design Floodplain Analysis, Mapping Preparation of FEMA Requests for Letters of Map Revisions
Surveying and Mapping	ALTA, Topographic, Boundary Surveys; Construction Surveying/Staking; Aerial Mapping; GIS; Right-of-way Engineering
Planning	Master Plan Circulation Studies; Transportation Planning and Modeling; Capacity Evaluations; Impact Assessments; Site Planning; Specific Plans
Land Development	Subdivision/Master-Planned Communities; Commercial and Industrial Development
Governmental Permit Processing	Support services to coordinate and process permits through governmental agencies .

- *Experience in Working with Local Cities:* Our key staff members have served public agencies in various capacities including City Engineer, City Traffic Engineer, Building Official, Project Manager, Planner, and Inspector. We are accustomed to working with governmental agencies in every facet of planning, building, and public works, and our staff has an unparalleled understanding of public agency issues, procedures, and policies.

- *Turn-Key Service Capability:* The Firm serves as turn-key program and construction manager on large and complex engineering projects by providing a full service capability of comprehensive services to its clients from initial planning and design, systems engineering and technical assistance, permitting, program and construction management, and operations and maintenance services. The Firm has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects, including Public Works and Infrastructure Improvements; Institutional Buildings; Commercial and Retail Buildings; Transportation and Parking Facilities; Sports and Recreational Facilities; Residential Development.

- *Experience in Federal and State Funding Programs and Requirements:* The Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of these projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance. The Firm's Grant Writing and Funds Management services enable our municipal and agency clients of any size to find potential funding sources, and to prepare competitive applications. Additionally, after funds are awarded to a client, The Firm can ensure compliance with state and federal funding requirements. In the past few years, The Firm has facilitated over $100 million in funds for our clients' public works projects and transportation improvements.

- *Experience in Construction Claims:* The Firm staff also provides their expertise in the construction

field to law firms and universities. Some of our key staff members serve as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State San Bernardino University, International studies.

- *Quality Control/Quality Assurance (QC/QA):* The Firm has a proven track record in providing high quality engineering services which result in minimal problems during implementation of projects. Our extensive experience coupled with our in-house QA/QC program prevents design errors and change orders. Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and budget

- *Federally Audit and Approved Accounting System:* Our firm is involved in major projects with various governmental agencies, including Federal Government. Our accounting system is audited and approved by federal Government and found in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statues, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

SECTION D: Staffing Plan

Due to the inherent variability in the schedule and performance of third parties, our staffing approach is flexible. While we have assigned and are prepared full staffing as necessary to the project, our staff will work as necessary and flexible manner. We will adjust staffing levels as the project progresses and as needed, but, we will be responsive and add additional staffing when there is a need to ensure the project is managed in the most cost effective and efficient manner.

Our team members have the capacity to perform the requested services according to the proposed schedule, and complete the services required for this project within budget and schedule.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with City Staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City Staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

BILLING RATES AND RESOURCE MATRIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, Resumes, **Billing Rates**, **Resource Matrix**, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

SECTION E: Work Plan and Schedule

E.1. PROJECT MANAGEMENT AND DELIVERY APPROACH

Our approach is to be responsible and accountable for all aspects of the project in order to deliver the project on-time and on-budget. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before the result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the client with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects. The following paragraphs describe our approach to deliver projects in an efficient and cost effective manner:

- **Project Management:** Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become major problems. This requires extensive hands-on knowledge, and management skills of the people involved in the project's management and inspection. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on-time and on-budget. Our staff members have educational background and are licensed and certified as engineers and inspectors. They have been represented both public agencies and private developers/contractor on similar projects. They are seasoned industry veterans, and will manage this project in the most efficient manner. Key project team members will attend regularly-scheduled project status meetings with the City and other involved agencies throughout the project's duration. We will keep a detailed record of communication that will include directions given by City staff and actions taken by our team. These systems are structured such that recall of critical information is readily available. We will provide project status reports which updates, at a minimum, the status on the project's scope, schedule, budget, and pending issues requiring attention.

- **Quality Control and Assurance Program:** Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance Program to prevent design errors and construction change orders.

- **Design Review:** Our multi-disciplinary team of design professionals with extensive professional experience in similar projects. Our preferred approach is to engage in review documentation, response/reconciliation meeting cycle for each design phase. Each cycle's receipt of design documentation is the basis of design, plans, specifications and calculations. The documents are reviewed by each discipline along with the construction manager to validate design team approach to the project program requirements and identify code element, buildability items for consideration, adjustment and/or incorporated by the Design Team. Review comments are documented with our

web based review program and made available to the entire team through the web browser access and electronic files. After a short review period for the Design Team, a coordination/information meeting is held to discuss comments and ensure that the Design Team and other parties fully understand the intent and essence of the comments. Our teams early "catches" of these and similar design compliance issues have presented significant late phase document modification on numerous projects we have reviewed.

- **Constructability Reviews:** Our constructability reviews follow a similar process to design support review with a different focus. We prefer to do both reviews concurrently for efficiency, with early phase focus on design support issues moving to predominantly constructability, buildability and coordination in later phases. Our comprehensive database offers management tools that will allow all team members to review drawings simultaneously and track design progress and comment resolution.

- **Value Engineering:** We approach value engineering as a continuous and evolving function throughout the entire preliminary and design phases. Value engineering is treated as an integral part of developing design criteria and ultimate incorporation into the project plans, specifications and estimates. Integrating value engineering throughout the project significantly reduces the chance of a major design alternative being identified by a "value engineering team" after the project is designed, which would cause a tremendous redesign effort and considerable time delays.

- **Cost Estimating:** We use a variety of methods to generate accurate cost estimates. These include "Check Bids" developed from both internal and external private sources. Our estimators all have construction field backgrounds and pull in that additional perspective to cost estimating from project concept/feasibility through change orders to address your specific needs. A methodology of communication, technical resources, and analytical thinking shaped by experience is used to reflect projects in terms of costs. Our estimating database, based on our experience at construction, is continually reviewed and updated for current labor rates, equipment rates, and material pricing. We also utilize the construction schedule to determine cost escalation over the course of construction. Typically escalation is included to the mid-point of the construction schedule. We will work closely with our procurement team in order to track the trends in volatile materials such as steel and concrete. We also monitor local construction labor markets and unions to forecast trends in labor rates. These costs are tracked throughout the estimating process to insure there are no last minute surprises.

- **Third Party Coordination Public and Regulatory Agencies:** One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies . Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

- **Methodology for communication to inform City on work progress:** Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

- **Approach to Cost Control and Change Orders**
  Two feasible methods exist for practical control of publicly funded construction costs. One is *proactive* and the other is *reactive*.
  - *Proactive* cost control is achieved by putting sufficient effort into the plan and specification preparation to minimize potential change orders.
  - *Reactive* cost control occurs during the review of change order requests submitted by the contractor. A variety of techniques are employed when reviewing submitted change order requests.

  We evaluate monthly costs/expenditures based on an actual field review and documentation. The documentation is used as both criteria for evaluating the accuracy of costs/expenditures, and as input for review of the cost-loaded monthly progress schedule. An accurate schedule of values and baseline schedule are fundamental to this analysis. Base contract work, as well as changes to the work, is also progressed and quantified. Any differences between the original estimates and actual costs/expenditures are identified. We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost effective manner.

- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery**
  Understanding how the component pieces of a Project and the necessary sequencing are critical to the successful completion of the Project. We use various project management software depending on the nature of the Project to ensure proper schedule development, document control, including RFI's, submittals and plan review. The regular maintenance and updating of the schedule quickly identifies areas that can be accelerated, and those items that may need additional attention and oversight. We ensure that the contractor's construction baseline schedule has properly identified the project scope, critical path, project milestones, target dates, phases, and sequences of work, activity durations, activity float and relationships between activities. Interrelationships with various projects phases, and interfaces with Owner activities are verified to ensure proper coordination with the existing operations. We ensure that the baseline schedule considers access coordination; staging and lay-down areas and seamless transition and interfaces between the new and existing facilities, and any operation to be maintained on-site. When significant activities show that they are slipping from the baseline, we work with the contractor to develop "recovery plans" and verify that the plans are achievable and are implemented to have the desired effect. We incorporate progress information recorded on the Inspector's Reports to verify actual progress in the monthly schedule. These reports clearly identify and document if any delays occurred and what caused the delays. This approach enables all involved parties to anticipate potential delays early in order to proactively manage the schedule.

- **Methodology for Generating Bidder Interest**
  The bids are advertised in various trade publications, such as McGraw-Hill Construction Dodge-Green Sheets, Contractors Info Network, Bid America, Reed Construction Data. We also contact qualified contractors and inform them of the upcoming project. By the time the construction documents area ready for bid advertisement we have a data base of contractors who have known about this project in advance. This increases bidder interest and participation significantly.

- **Promote participation in the bidding by local subcontractors and vendors**

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

- **Contractor prequalifying**
  If desired by the City, we can conduct a contractor pre-qualifying process. Public Contract Code section 20101 authorizes local public agencies to prequalify contractors before allowing them to bid for public works projects. The key points are:
  - A public agency may require contractors to submit standardized questionnaires which seek information necessary to determine whether the contractors have met prequalifying standards. Uniform subjective rating systems must be used to determine the minimum requirements permitted for qualification to bid.
  - Agency must have procedures in place which allow contractors to appeal decisions that they are not qualified to bid, which will result in review and conclusion prior to the submission of bids.

- **Construction web-site:** If the City desires, we can establish a construction web-site and web-cams for real time monitoring of construction progress on internet. The following is a sample of our current website for the State Route 71 and Mission Interchange construction project. www.mission71project.com.

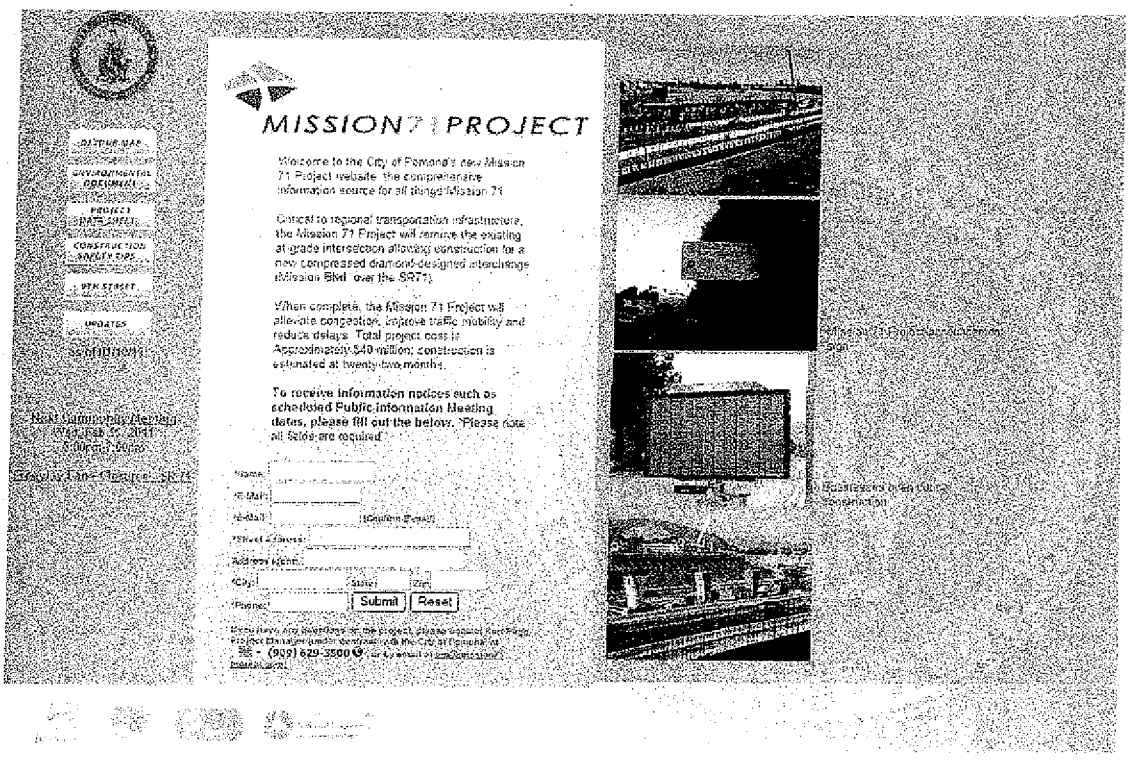

- **Quality Control and Assurance**
  Quality Control and Assurance will be consistently and thoroughly applied throughout project's duration. Assigned Quality Control and Assurance staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities.

A detailed description for Quality Control and Assurance is provided in Section F of the proposal.

E.2. SCOPE OF WORK

E.2.1. Project Management Consultant (PMC) Services

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.

2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.

3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

4. Schedule, facilitate, and attend public meetings as necessary.

5. Provide progress reports at a minimum on a monthly basis.

6. Compose all correspondences to keep the project on schedule.

7. Attend and present the project to City Council as required.

8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).

11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.

12. Prepare agreements and assist with issuance of Purchase Orders.

13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.

14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.

15. Prepare project update write-ups for distribution to media and public.

16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.

17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.

18. Issue all necessary Notices to Proceed (NTP).

19. Assist with review and process of all invoices (City staff will approve).

20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.

21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.

22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.

23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:
    - Various City Council Staff Reports.
    - Utility correspondence letters and e-mails.
    - Federal, State and local correspondence.
    - Federal, State and local documentation required for the project.
    - Right-of-way related documents and correspondence.
    - Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and bidability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program

Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a. Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b. Prepare bid packages for distribution as necessary.

    c. Maintain plan holder's list

    d. Schedule and conduct pre-bid meetings and site visits, if held.

    e. Provide responses to bidders' questions.

    f. Prepare and issue addenda if required.

    g. Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h. Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i. Check references and licenses of bidders.

    j. Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k. Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l. Prepare, coordinate, and process Notice of Award, Agreements, and Purchase Order.

    m. Review insurance, bonding, and other required documents.

    n. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

E.2.2. Construction Management Consultant (CMC) Services

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project. The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

E.2.2.1. General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.

2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

3. Schedule, facilitate, and attend public meetings as necessary.

4. Attend and present the project to City Council as required.

5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.

6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.

8. Prepare agreements and assist in processing Purchase Orders.

9. Issue all necessary Notices to Proceed (NTP).

10. Review and process all invoices (City staff will approve).

11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.

12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager. At a minimum, Project files will be organized to include the information indicated below:
    - Project Personnel
    - Correspondence
    - Weekly record of working days
    - Materials Data
    - Engineer's Daily Reports
    - Contract Item Pay Quantity Documents
    - Contract Change Orders
    - Extra Work Reports
    - Progress Pay Estimates and Status of Funds
    - Labor Compliance and EEO records
    - Contractor's Payrolls
    - Final Report
    - Materials Certificate
    - DBE Records

13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.

14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local

requirements.

15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

E.2.2.2 Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.

   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.

   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.

   d. Submit recommendations to the City relative to change order requests.

   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.

   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.

b. Permits.

c. SWPPP and WQMP

d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.

e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)

f. Progress payments, inventories, and applicable codes.

g. Contractor's reports, correspondence, certified payrolls, and accident reports.

h. Survey and layout data and certifications, photographs of as-built locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction

contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

E.2.3. Construction Inspection Consultant (CIC) Services

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

SECTION F: Quality Control and Assurance

Quality Control and Assurance (QC/QA) will be consistently and thoroughly applied throughout project's duration. Assigned QC/QA staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings will be held twice a month. The Consultant will be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks will be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. Monthly updates will be furnished to the City's Project Manager.

The main objective of the Quality Control process for design projects is to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. This process' outcome is the production of design plans and construction documents that accurately reflect the City's scope, schedule, and budget expectations for the project.

A secondary goal of the Quality Control process is to provide for a thorough documentation of the project's design process. A properly documented project file is a by-product of the quality control process. This will enable the City to substantiate its position from properly documented project files if any legal, political, or procedural issues arise regarding the project.

The Quality Control process includes comprehensive project planning, providing clear decisions and directions, constant supervision, immediate review of completed activities for accuracy and completeness, and documenting all decisions, assumptions and recommendations. Quality Control does not solely consist of a review after a product is completed. It is an approach and a realization that a product's ultimate quality is based on the quality of its production process.

As part of the initial project development, we will submit to the City for review and approval, a Project Specific Quality Control Plan, which will detail the proposed methods or processes of providing quality control for all work products. This plan will be kept current with the work requirements. The plan will include, but is not limited to, the following areas:

- Organization.
- Quality Control Reviews.
- Proposed method of documentation of comments, coordination responses and quality assurance records.

Submittals will be checked prior to presentation to the City for review. The review will include the following activities:

- Compliance with project requirements.
- Technical accuracy and adequacy.
- Compatibility with other associated project documents.
- Compliance with previous review comments.

In summary, our QC/QA is a systematic and documented review of each submittal phase/level, which will achieve a complete biddability/constructability/claims avoidance review and necessary revisions incorporated in the bid package at the 95% level completion.

SECTION G: Additional Relevant Information

TRANSTECH'S UNIQUE EXPERTISE AND SUCCESS IN FUNDING AND GRANTS

One of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

Our practice and approach in this area involves maintaining an extensive knowledge and understanding of current regional, state, and federal funding programs and procedures, and monitoring the development of future program or funding opportunities.

We use this knowledge base to work with our clients to improve their ability to secure and administer project financing, and to implement the resulting projects in a timely and cost-effective manner. The approach differs significantly from a more traditional approach where consultant assistance is used merely to prepare competitive grant applications in hope of securing funding for a specific project. We feel that an agency's ability to secure funding for a project depends on several factors including the project's level of completeness (having a well defined and defensible budget, scope, and schedule), the level of consistency between the proposed project and local policies and a funding program's guidelines and requirements, the quality of the information contained in a grant application, and an agency's ability to implement the project in a timely manner. This approach, as a result, focuses on improving the ability of our clients to successfully compete for funding through a competitive process rather than simply providing assistance to complete the required funding requests.

APPENDIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, **Billing Rates**, **Resource Matrix**, and **Other Required Forms (Required Statements per The RFP)** are attached in the appendix section of the proposal.

ROBERT QUINTERO
Contract Principal/Manager

EDUCATION

Master of Business Administration Degree, University of Redlands.

Bachelor of Science Degree in Urban and Regional Planning, California State Polytechnic University (Cal Poly), Pomona.

Edison International Executive Leadership Program

REGISTRATION

California Licensed General Contractor, B

SUMMARY

Mr. Quintero has approximately 20 years of experience in urban planning, management of municipal public works projects and operations, CIP (Capital Improvement Program), city administration, public and governmental affairs. He served as Principal Project Manager for the design, construction and management of a variety of Public Works and Infrastructure projects.

Prior to joining Transtech, Mr. Quintero worked for the City of Commerce and Southern California Edison (SCE), one of the largest energy utility firms in the world.

His experience at the City Commerce included working in various positions, including as Planner, Assistant to the City Administrator, Assistant Director of Public Services/Public Works, and finally as the City's Acting Director of Public Services/Public Works, and managed a department budget and infrastructure worth approximately $500 million.

At SCE, Mr. Quintero served as the company's Regional Manager for the Port of Long Beach and the cities of Avalon, Signal Hill, and Long Beach the fifth largest city in California and home to one of the largest commercial ports in the world.

As Vice President at Transtech, Mr. Quintero is responsible for corporate operations, business development, client relations, public and governmental affairs, project development and management oversight. With his ardent analytical and strategic management skills, Mr. Quintero provides strong leadership and exemplary public relations etiquette. Mr. Quintero develops and collaborates with primary contacts to protect and to enhance Transtech's position in specific proceedings; he ensures coordination with corporate policy and objectives on a broad range; he protects and transacts all phases of the company and customer business, and governmental affairs activities at the corporate level; and he facilitates and maintains close, long-term working relationships with governmental agencies.

PRIOR EXPERIENCE

City Of Commerce

Mr. Quintero started his professional career with the City of Commerce. While with the City, Mr. Quintero acquired an extensive management portfolio of economically, environmentally and technologically sound projects under the titles of Assistant Planner, Associate Planner, Assistant

Director of Public Services/ Public Works, Assistant to the City Administrator and finally as the City's Acting Director of Public Services/ Public Works. Robert was also responsible for representing the City of Commerce at the State Capitol in Sacramento as an advocate on legislative matters concerning land use, transportation, gaming and public works, are just a few of the myriad ways in which Mr. Quintero's leadership benefited the City of Commerce. In addition, Mr. Quintero was the Liaison and Political Ambassador to the City of Commerce/Aguascalientes Mexico Sister City Association.

Southern California Edison (SCE)

After several years with the City of Commerce, in 2002, Mr. Quintero joined Southern California Edison (SCE), as Region Manager of Public Affairs. At SCE, Mr. Quintero served as the company's representative to the Port of Long Beach and the cities of Avalon, Signal Hill and Long Beach, the fifth largest city in California and home to one of the largest commercial ports in the world. He managed the development of the company's position on federal, out-of-state and local legislative matters. He represented SCE before legislators, and industry organizations with regard to legislative and public affairs policy. He assists with the advocacy of the Company's position to provide advance notice of potentially significant legislative actions that may impact the company and took the necessary actions to protect the company's interests. He also organizes and coordinated with internal staff and resources, as well as took the lead in designing and implementing strategies to resolve issues affecting the company and its customers. As a SCE Region Manager, Mr. Quintero set standards of excellence with which the SCE name is proudly synonymous through his active support of and participation in programs that improve the lives of citizens in the community that SCE services. At SCE, Mr. Quintero successfully completed Leadership @ EIX Program. The Leadership @ EIX Program features a structural career development process for high performing employees who exhibit the corporate leadership competencies and may, with development, advance to a manager and senior leadership position.

Associations and Community Service

Founding Vice-President and currently serves as Senior Vice President to Embracing Latina Leadership Alliances (ELLAS) and is Vice President of the California Corporate Hispanic Council Leadership Institute (CCHCLI).

His memberships include the American Planning Association (APA), the American Public Works Association (APWA) and the American Water Works Association (AWWA).

MICHAEL ACKERMAN, PE
Project Manager, Construction Manager, RE

EDUCATION
- Bachelor of Science in Engineering, the University of Iowa

REGISTRATION
- Registered Civil Engineer

CERTIFICATIONS
- Resident Engineer Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for Resident Engineers, Caltrans
- Asphalt Pavement Fundamentals: Design, Construction, and Rehabilitation
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

HIGHLIGHTS
- Experience includes working for Caltrans.

SUMMARY

Mr. Ackerman has approximately 15 years of experience and participated on numerous multi-disciplinary teams dealing with the design and construction of civil and transportation engineering, urban and rural development, and public works projects. His prior experience includes working for the City of San Bernardino and Caltrans, District 8 in San Bernardino.

Recently, Mr. Ackerman has served as Deputy RE and Deputy Construction Manager for the State Route 71 and Mission Boulevard Grade Separation Project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.

PROFESSIONAL EXPERIENCE

City of San Bernardino: At the City of San Bernardino, Mr. Ackerman held the position of Associate Engineer under the City Engineer of the Division of Public Works in the Department of Development Services. There he was involved in a number of projects, including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City. Also, he represented the City of San Bernardino at the South Tehachapi Management Team meetings, coordinated with San Bernardino County Flood Control and FEMA for the certification of City levees and updating of the Flood Insurance Rate Maps (FIRM), and oversaw permitting and tracking of Land Development Projects through the Division of Public Works/Engineering. In addition to this, Mr. Ackerman has worked intimately with Planning and Building and Safety Divisions on Land Development Projects.

Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- ***Design Division:*** Designed plans, specifications, and estimates for the

rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.

- ***Traffic Operations Division:*** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed stop sign and traffic signal warrant studies.
- ***Construction Division:*** In the Construction Division, Mr. Ackerman was Resident Engineer for various projects including Watson Wash Bridge Replacement Right (Rte 40), Replacement of Drains and Earthwork (Rte 40), and Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).

Mr. Ackerman served as Project Engineer and/or Construction Manager/Resident Engineer on a number of roadway projects. Recent similar projects include:

- City of San Bernardino, Via Duct Boulevard/2nd Street Realignment Project: Prepared PS&E and served as Construction Manager/Resident Engineer. Cost $1.5M.
- City of Alhambra, Polar Boulevard Rehabilitation Project: Federally funded project as part of Stimulus Program. Served as Construction Manager/Resident Engineer. Cost $1.2M.
- City of Baldwin Park, Francisquito Avenue Overlay Project; Ramona Boulevard Overlay Project: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3.5M.
- City of Commerce, Garfield Avenue Telegraph Road to Malt Avenue Street Improvements; Eastern Avenue Pavement Overlay Stevens Thru City Boundary; Garfield Avenue and Slauson Avenue Intersection Improvements; Washington/Ayers Intersection: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3M.
- CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- City of Alhambra, Alhambra Road Rehabilitation and SRTS Project: Served as Construction Manager/Resident Engineer. Cost $1.2M.

KURT PEGG, PE
Structural Representative/Inspector

EDUCATION
- B.S. Civil Engineering, University of Calgary, Alberta, Canada

REGISTRATION
- Registered Civil Engineer

SUMMARY

Mr. Pegg has over 20 years of construction engineering experience related to highways, roadways and interchanges. He has served as a Senior Project Manager, Senior Estimator, Resident Engineer and Structural Representative. Mr. Pegg has been responsible for some of the largest freeway projects in Southern California, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule development and review, storm water pollution prevention plan preparation and compliance, claims preparation and mitigation, cost estimating, reviewing and designing structure-related shop drawings, and assuring compliance with plans and specifications.

PROFESSIONAL EXPERIENCE

- **State Route 71 and Mission Boulevard Grade Separation Project:** Served as the Resident Engineer for this regional project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.
- **215/60 Riverside Interchange, Riverside, CA ($317 Million):** Senior Project Manager for the construction of 4 miles of high occupancy vehicle (HOV) lanes and widening of freeways on I-215, SR60 and SR91; Approximately 80 new sound walls and retaining walls throughout the project; major structural improvements at 8 local interchanges; 2 sweeping 'flyover' connector ramps between the I-215/SR60 and the SR91; Improvements to local drainage systems; new truck bypass connector leading from the eastbound SR 60 to the southbound I-215; new bridges at Linden, Iowa and Blaine Avenues providing better access to the University of Riverside. Funding for the project came from a combination of federal, state and local sources.
- **5/805 Interchange and Freeway Widening, San Diego, CA ($176 Million):** Project Manager for the construction of a separate freeway by-pass system from the junction of Interstate 5 and 805 to the Del Mar Heights Road Interchange. The Project also included the construction of a diamond type Interchange at Carmel Mountain Road, and adding of Auxiliary lanes to the existing main lanes. The projects goals were to reduce traffic through the corridor, improve safety through the addition of the by-pass system, and improve access to SR-56 and local roadway systems. Project innovations included building bridge foundations to better withstand earthquakes, eliminate merging and weaving traffic by separating SR-56 and local interchange

traffic from I-5 main lanes. Caltrans partnered with Contractors to ensure the project enabled cost effective construction methods and efficient staging in the interest of time saving to contractors and minimizing travel impact to motorists.

- **SR91/SR57 Interchange Widening, Anaheim, CA ($75 Million):** Project Manager for the construction of the widening of SR91 and SR57 freeways to construct a HOV connector almost a mile in length. The projects goal was to eliminate the weaving of traffic through the interchange caused by the transition from one freeway to the other of the HOV lanes. In order to accomplish this both freeways had to be widened and this required new bridges to be constructed at State College Boulevard, Placentia Avenue Overcrossing, Sunkist Avenue Overcrossing, Mira Loma Overcrossing, and La Jolla Overcrossing. New retaining walls and soundwalls were necessary to support the widening of the freeways along with new drainage improvements. The Contractor was awarded the gold medal in partnering from Caltrans for working through difficult construction issues and to expedite project bringing it in on time and under budget.
- **SR 55 Widening, Orange, CA ($40 Million):** Project Manager for the construction of approximately two and a half miles of freeway widening on SR 55. This project required the construction of two new bridges, retaining walls and soundwalls. Improvements were made to the interchange at Lincoln Ave and SR 55 to support the widening and the end result was an increase in traffic flow and a decrease in congestion on the SR 55 freeway.
- **Ave "H" Overcrossing, Lancaster, CA ($10 Million):** Project Manager for the construction of Avenue "H" Overcrossing. This project was part of the ever increasing development of the outer LA area. The project required street and drainage improvements to support the new bridge over SR 14 freeway.
- **I-10 Freeway at Palm Drive/Gene Autry Trail Interchange Project, Palm Springs, CA ($16 Million):** Resident Engineer / Structure Representative for the construction of a new cast in place post tensioned box girder bridge over the I-10 Freeway. A precast "I" girder widening over the BNSF railway tracks and the roadway widening of Palm Dr.

MICHAEL J. SCHNEPF
Principal Public Works Inspector

EDUCATION
- SDSU, CA 1977
- SDSU Extension: Construction Technology

Awards:
- Best Project, American Concrete Institute for The Falls at Rancho Bernardo

SUMMARY

Mr. Schnepf has approximately 30 years of experience in general engineering/public works and building construction projects. In these capacities, he has been responsible for more than $500 million worth of private and public works construction projects in Type A and Type B construction. He has inspected numerous federally funded projects in compliance with Local Assistance Procedures Manual, as well as projects under Caltrans' jurisdiction.

PROFESSIONAL EXPERIENCE

- **General Public Works Inspection:** Worked at various Cities under Transtech contracts as Senior Public Works Inspector. Projects inspected include, all aspects of new infrastructure construction and reconstruction, parks, ball fields, landscape aquatic facilities, fire stations, piers, skate parks, airports, coastal and recreational facilities, playgrounds, water and sewerage systems (including distribution mains (to 120 inch), mainlines, service laterals, lift & pump stations, domestic and reclaimed water systems, fire lines, backflows, pressure reducing stations, valve cut ins, line stops, line freezing, gravity and force mains and grease interceptors.
  - **Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **Avenida Pico Widening, San Clemente:** Widening of Avenida Pico from I-5 to Avenida Del Cerro including improvements to San Clemente High School. Widened arterial roadway within very limit time frame on a 24 hour a day schedule. High School kept open as were all businesses. Was

accepted by State Architect to perform all onsite inspection of improvements on school property.

- **Smart Corridor, Washington Avenue Culver City:** Coordinated and inspected the integrated Smart Corridor consisting of 51 fully reconstructed and signalized intersections with interconnect and monitoring in Culver City. Interfaced with Caltrans along the I-405 corridor.
- **Skypark Signalization and Widening, Torrance:** Provided construction management and inspection for widening and signalization of Skypark Drive and Madison Street. Interfaced with Edison for relocation of high voltage primary lines and street lighting, FAA personnel at Zamperini Field Airport and Administrative Staff at Torrance Memorial Medical Center. Twenty four hour access to all businesses and facilities were maintained.
- **City of San Clemente, multiple locations:** Provided inspection, design review and plan check for new and retrofits at over 40 intersections during a span of eleven years. Interconnect and camera detection systems. Interfaced with Caltrans along the I-5 corridor.

- **Grading:** Provided grading inspection from initial clearing & grubbing through rough grade and precise grading on projects ranging from 4,000 sq. ft. lots to 3200 acre master planned subdivisions. In many cases provided or assisted in engineering plan check processes. Provided all aspects of inspection for caissons, tie-backs, geotextiles, sub-drains, de-watering wells, wicking systems, benching, buttressing, minor & mass grading operations. Worked closely with Paleontologists and Archaeologists during grading operations. Sites have included the most fossil-rich find in Orange County. Retaining walls have included gravity/friction segmental walls, cmu, cast-in-place concrete and shotcrete applications.
- **Traffic Signals:** Project construction management and inspection of traffic signals and interconnect systems in conjunction with widening and total reconstruction of one of the most heavily utilized intersections in Los Angeles County, 190th & Crenshaw in the City of Torrance. Inspection, design review and plan check for new and retrofits at over 140 intersections during a span of eleven years. Interfaced with Caltrans along the I-5, I-10 and I-405 corridors.
- **Reservoir:** Reconstruction of Reservoir 5A and 8, San Clemente: Assisted in drafting specifications for the restoration, reconstruction of two reservoirs in San Clemente. Provided construction inspection services for all stages of construction and monitored deputy coating inspection team.
- **Storm drain systems:** Channel drains, local depressions, catch basins, main lines, head walls, box culverts, lined channels, desilters, detention basins, clarifiers, energy dissipaters, environmental containment, hydrocarbon filtration, in field testing.
- **Other Utilities:** All overhead and underground electrical, water, sewers, communications, gas, and fuel lines including storage facilities.

DAVID RAGLAND, PE, LS
QC/QA

EDUCATION
- Humboldt State University, CA, Bachelor of Science

REGISTRATION
- Registered Civil Engineer
- Licensed Land Surveyor

SUMMARY

Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction. Estimated valuation of projects that Mr. Ragland has been involved is approximately $1,000,000,000.

PROFESSIONAL EXPERIENCE

General Civil Engineering Projects:

- **CSUSB (Cal State SB University) San Bernardino Main Access Road:** Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Campus Parkway Roadway:** Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Cannon Roadway and Sewer:** Design of approximately 2 miles of roadway and 36 inch sewer pipe and pump station. This project required careful consideration to pipe buckling due to the extreme soils conditions of the Agua Hedionda Lagoon. Special bedding techniques were used along with special coupling of the pipes to allow for potential deflection as the bridge abutment and road fill settled.
- **Lopez Canyon Roadway and Sewer:** Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- **Sorrento Valley Boulevard:** Design and construction of 4 miles of roadway.
- **University Development:** Development of a 135 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and educational and training facilities and offices for Cal State SB University.
- **San Elijo Hills Development:** Development of 2000 acre master

planned community including golf course and hotel. Project included preparation of Specific Plan, TM, Final Map, construction plans for all necessary infrastructure, environmental permits and Communities Facilities District.

- **Parkway Business Centre:** Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.

Drainage And Sewer Projects:

- **City of Commerce**: Master Sewer Study Telegraph Corridor re-vitalization project. Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- **University Park Storm Drain Design:** Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- **University of Riverside:** West Campus Infrastructure, including sewer, storm drain, water, design.
- **San Elijo Ranch Drainage, Sewer and Water Master Plan, San Marcos:** 2,000 acre / 3400 unit master planned community. The project included literally miles of storm drain, sewer and water lines, sedimentation areas, pump stations, booster stations, water reservoirs and force mains. Cannon Road Trunk Sewer and Pump Station - Design of 8-12 inch gravity sewer, 6 and 8 inch force main, pump station and wet well. City of Carlsbad
- **Penasquitos Canyon Trunk Sewer:** PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
- **Otay River hydrology study and dam breach analysis:** 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- **City of San Diego:** Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline. Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter. Design and construction of Mercy Road pressure booster.
- **City of San Bernardino:** Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- **City of Riverside:** Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.

ALI CAYIR, PE
QC/QA

EDUCATION
- BS Engineering
- MBA, Project/Construction Management, UC Irvine

REGISTRATION
- Registered Civil Engineer
- Licensed Gen Contractor A
- Licensed Gen Contractor B

HIGHLIGHTS
- Served as Contract City/Traffic Engineer for Cities.
- Federally Funded Project Experience: Extensive experience in the state and federal programs and procedures, and in the management of federally and/or state funded projects in compliance with the Local Assistance Procedures Manual.
- Diversified experience in both design and construction.

SUMMARY

Mr. Cayir has approximately 30 years of experience in engineering and construction. He served as contract City Engineer/City Traffic Engineer for a number of municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects.

PROFESSIONAL EXPERIENCE

Civil Engineering Experience

- Project Principal for I-710 Freeway Interim Improvements and Fremont Widening and Reconstruction: Transtech provided Turn-key Services, including Program Management, Construction Management, Design, Surveying, Right-of-Way Engineering, and Environmental. The project included major roadway improvements, removal/demolition of various buildings for additional right-of-way and reconstruction of buildings behind new right-of-way, traffic signals, infrastructure, utilities, pavement, drainage, water, sewer, landscape, street lighting, traffic signal, pavement improvements. Project was funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual. (Cost $20m).
- Project Principal for University Park Development/San Bernardino: The project included 2 miles of new roadway, sewer, water, utility and extensive hill side grading for a master planned residential and commercial development on 130 acre site across from the San Bernardino State University. (Cost $20m).
- Project Principal for $20 m Carlsbad to San Diego Rail Trail Project Report, which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Improvement Project encompassing 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Construction cost $5,000,000.

Construction Management Experience

- Project Principal for City of San Bernardino, Santa Fe Historic Train Depot

Renovation. Transtech is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $13m

- Project Principal for City of Alhambra, Valley Boulevard Widening. Preparation of funding application, securing $5 million Federal, State and County funding, and design, and is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $5m
- Project Principal for City of Commerce, Rosewood Community Center. Transtech was retained by the City to take over the management of this multimillion dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City start the move-in process, and 2 months after, the facility was opened to public use. Currently, Transtech is assisting the City in claims analysis and change order resolution. Construction Cost: $15m.
- Project Principal for City of Alhambra Chapel, First St and Garfield Parking Structures: Transtech served as turn-key project manager, including management of design, construction, building plan check and inspection, federal funds, labor compliance for 3 parking structure projects. Chapel: 4 story, 300 space structure; First Street: 4 story, 276 space structure; Garfield: 5 story, 800 space structure. (Cost $15m)

Traffic Engineering Experience

- Design and management of a variety of traffic and transportation engineering projects, including traffic signals (more than 1000 locations), traffic signal interconnect system, street lighting, traffic control, signing and striping design; signal timing and coordination studies; traffic signal management studies; traffic safety projects (OTS) including traffic control device inventories and speed surveys; traffic impact and parking studies for more than 100 projects; and feasibility studies for traffic control measures, freeway access, bikeways and street improvements. Mr. Cayir has also served as consultant Traffic Engineer for various agencies in Southern California.
- Project Manager/Engineer for the preparation of ramp metering, count station, traffic signal, highway lighting, sign lighting, construction signing, pavement delineation, communication, and other traffic related plans for several state highways and freeway improvement projects involving Caltrans Districts 7, 8 and 12.
- Project Manager for the preparation of traffic signal modifications for various arterials in Los Angeles County including Garvey Avenue, El Segundo Boulevard, Crenshaw Boulevard, Slauson Avenue, Rosecrans Avenue, Arrow Highway and Huntington Drive/Alosta Avenue/Foothill Boulevard.

SELIM BOUHAMIDI
Office Engineer/Funding Compliance and Inspection Support

EDUCATION

- MA, Urban Planning, University of California, Los Angeles.
- BA, Anthropology, University of California, Los Angeles

HIGHLIGHTS

- Extensive experience in federal funds and grants and working with Caltrans Local Assistance and local agencies.
- Well versed in Caltrans and Local Assistance construction filing and document system.
- As the primary coordinator of Transtech's federal-aid internal procedural tracking system, Mr. Bouhamidi has been and is responsible for the direction and coordination of several federally funded projects having worked with numerous local agencies including the cities of Inglewood, Baldwin Park, Pomona, Lawndale, and Long Beach.
- Also worked with the City of Riverside Urban Planning Department.

SUMMARY

Mr. Bouhamidi has approximately 5 years of experience, and provides office support to Project Managers and Resident Engineers. He is well versed in Caltrans and Local Assistance construction filing and document system. He also works closely with various Funding Agencies, including Caltrans Local Assistance, and local agencies to successfully secure federal-aid for various construction projects. Mr. Bouhamidi has also worked with the City of Riverside Urban Planning Department. He was responsible for updating the city's property database recording architectural descriptions, and recent demolitions.

PROFESSIONAL EXPERIENCE

- Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- City of Alhambra, Josylin Community Center Renovation Project funded by Federal Energy Efficiency and Conservation Block Grant: Served as office support engineer and provided labor compliance services.

- City of Alhambra, Valley Boulevard Reconstruction, Federally Funded Project: Served as office support engineer and provided labor compliance services.

- City of Pomona, Rte 71/Mission: Provided funding support, assisted in E76 processing of various phases, and assisted in labor compliance.

- Office Engineer Federal- and State-Aid Internal Procedural Tracking System: Development of an internal electronic procedural tracking system to fast-track, coordinate, and organize federally-aided projects. This multi-layered, holistic system is process-oriented and developed over a timeline—a steady departure from the topically based and more general approach of the Caltrans Local Assistance Procedures Manual. The system provides swift results by ensuring that a project stays fully on track and is carried out in a timely and efficient manner, while providing personnel with all key reference points, timelines, and resources to complete and track the various ongoing projects. Responsible for tracking all aspects of a federal- or state-funded project beginning with the initial submittal of the funding packet application and signatures. Every step in the transmittal process is reviewed, tracked, and updated. The tracking system also includes follow-ups on federal application forms, which are subject to change after submittal and must be updated so as not to hold up authorization of funding. Working closely with Caltrans Local Assistance procedures, responsible for managing, tracking, and monitoring various transportation projects from a diverse number of cities.

The following are Billing Rates for project staff:

Key Person	Project Role	Billing Rate
Robert Quintero	Contract Principal/Manager	$145
Kurt Pegg, PE	PM/CM, Resident Engineer, Structural Representative	$145
Michael Ackerman, PE	Deputy PM, CM, RE	$145
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	$145
Michael Schnepf	Principal Public Works Inspector	$95
Selim Bouhamidi	Office Engineer/Funding Compliance	$65

As required in the RFP, we are providing the following billing statement:

The above hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

The following is the Resource Matrix showing hrs per task for each project staff:

Resource Matrix		Project Management Consultant (PMC) Services	Construction Management Consultant (CMC) Services	Construction Inspection Consultant (CIC) Services	Totals
Staff	Position	Hrs	Hrs	Hrs	Hrs
Robert Quintero	Contract Principal/Manager	250	250	0	**500**
Michael Ackerman, PE	Project Manager, Construction Manager, RE	1,000	1,500	500	**3,000**
Kurt Pegg, PE	Structural Representative and Inspector	100	300	800	**1,200**
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	500	100	0	**600**
Michael Schnepf	Principal Public Works Inspector	200	250	2,000	**2,450**
Selim Bouhamidi	Office Engineer, Funding Compliance and Inspection Support	100	1,000	750	**1,850**
Totals		**2,150**	**3,400**	**4,050**	**9,600**

The following are the required Statements to be included in the proposal per the City's RFP:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
   We agree with the above statement.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. The City's standard Agreement will be executed without any proposed changes.
   We agree with the above statement.

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
   We agree with the above statement, and do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
   We do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
   We agree with the above statement.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
   We agree with the above statement.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
   We agree with the above statement.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
   We agree with the above statement.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
   We agree with the above statement.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.
    We agree with the above statement.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
    We agree with the above statement.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
    We agree with the above statement.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
    We agree with the above statement.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
    We agree with the above statement.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
    We agree with the above statement.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under

the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

We agree with the above statement.

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $868,870.00.
2. The Consultant will submit an invoice to the City based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

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Revised 10/13/09

EXHIBIT "D"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129

NORTHWEST CORNER OF CACTUS AVENUE AND LANDON ROAD

DEVELOPER: WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Tract Map No. 35760.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On September 30, 2008, the Community Development Department of the City of Moreno Valley approved Tentative Tract Map No. 35760 as a revision to Tract Map No. 31129. The tentative tract map is a proposal to subdivide a 1.83-acre portion of previously approved Tract Map No. 31129 into six residential lots. The tentative tract map will allow for the subdivision of six lots, the elimination of a detention basin (Lot L of

Tract Map No. 31129), and the adjustment to existing lot lines previously approved on Tract Map No. 31129.

DISCUSSION

Tract Map No. 35760 is in conformance with the tentative tract map. The developer has requested that the tract map be approved for recordation. Most public street improvements were completed under Tract Map No. 31129. The remaining trail improvements adjacent to Lot 6 of Tract Map No. 35760 on Cactus Avenue and those along the west map boundary of Tract Map No. 35760 and Tract Map No. 31129 will be completed prior to occupancy of Tract Map No. 35760. The trail improvements include but are not limited to three-rail PVC fence, gates, bollards, decomposed granite, concrete curb, and related grading and drainage.

ALTERNATIVES

1. Approve Tract Map No. 35760 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would allow the developer to proceed with the recordation of the six-lot subdivision.*

2. Do not approve Tract Map No. 35760 nor authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would not allow the developer to proceed with their proposed residential subdivision development.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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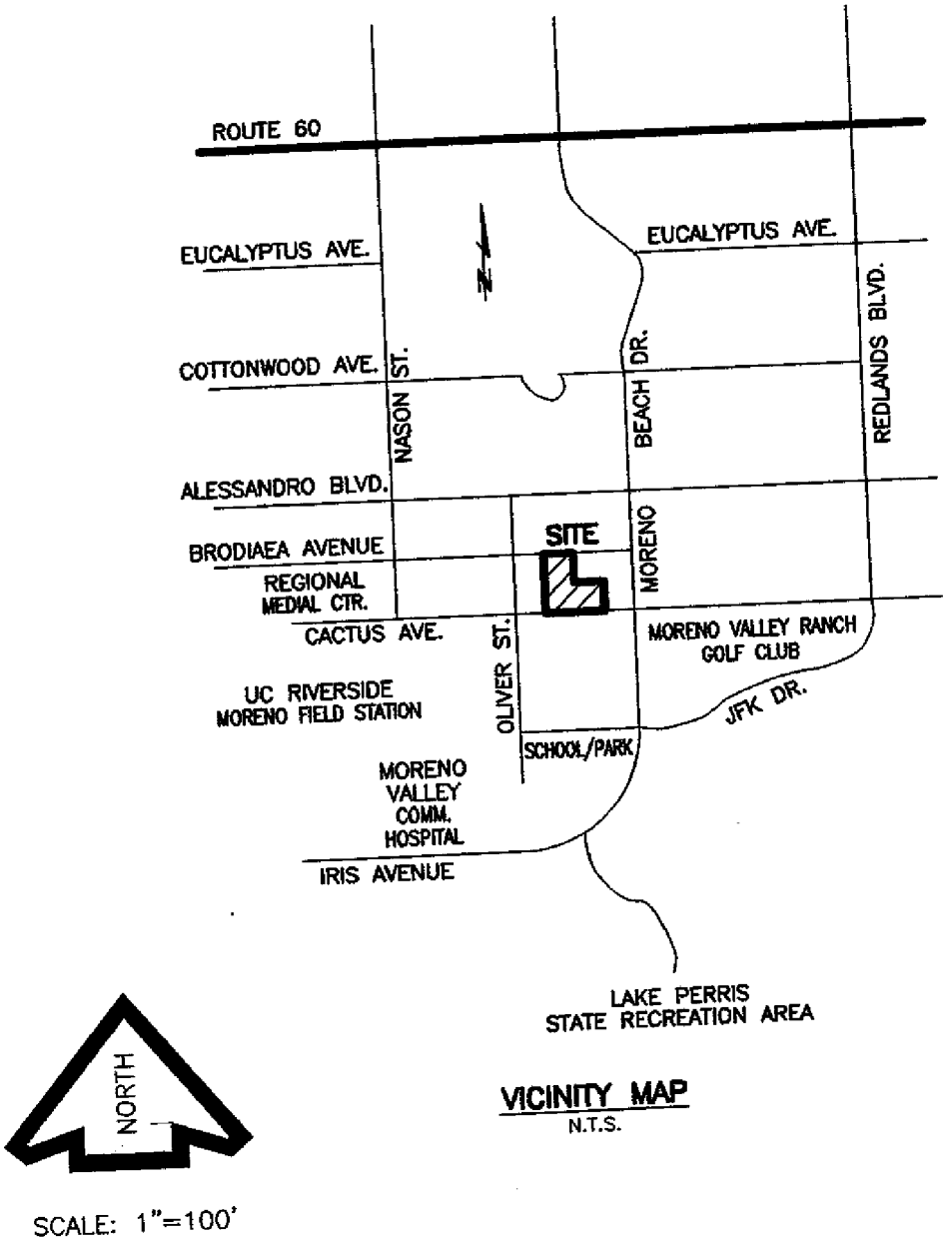

SCALE: 1"=100'

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT Exhibit "A"	P07-144 LOCATION MAP

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MV00112432

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system.

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000.

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

BACKGROUND

Local traffic congestion has become increasingly prevalent as the City continues to grow. Congestion hot spots are well-known and include most intersections adjacent to freeway interchanges and several arterial corridors. The current recession has slightly improved conditions, but as the economy improves, and travel increases once again, traffic flow optimization will increase in importance to the community. In the long term, Moreno Valley's population will almost double, substantially increasing the traffic loading on our roadways. To address current and future traffic demand, staff has proposed

implementation of Intelligent Transportation Systems (ITS) technology to systematically manage and optimize traffic flow.

In 2009, the City completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan.

The City's current traffic signal control system was procured in 1991. The platform, which consists of field controllers and a computer in City Hall, is obsolete. The controllers are no longer available for purchase, and the central software (which is MS-DOS-based) cannot be run on newer operating systems. Therefore, City staff has planned for a replacement system consisting of a TMC and new central traffic control software, new traffic signal controllers to be deployed in the field over time, and a citywide communication network.

DISCUSSION

A TMC provides the ability to centrally monitor roadway conditions and adjust traffic signal timing to optimize vehicle flow. Monitoring is accomplished through the use of closed-circuit television cameras, and data from traffic detectors used to display real-time vehicle speeds. Control is accomplished via fiber optic communication facilities which will be steadily deployed over time.

The TMC would be linked to the City of Riverside and Caltrans District 8 TMC's via high-bandwidth data connections, allowing Moreno Valley the capability of viewing video from those agency's CCTV cameras, as well as coordinating response in the event of incidents. Other nearby agencies with fully operational TMC's include Temecula, Corona, and Fontana. In other parts of Southern California, virtually all agencies with populations over 50,000 maintain active TMC's.

With existing staff levels, Public Works is capable of operating and maintaining the TMC as an extension of their current duties, so no additional employees would be required. The TMC would produce net labor savings by reducing the need to deploy field personnel to diagnose and correct traffic signal equipment problems. The TMC would enable faster response for maintenance issues through the use of standard features such as automated paging/emailing of alerts and remote access capability.

The TMC would have secondary benefits, in that an ITS deployment better positions Moreno Valley for grant funds since it represents a higher level of commitment to improving mobility. The TMC would be located in the current Fishbowl Conference Room adjacent to the entrance lobby of City Hall.

In January 2011, City staff released a Request for Qualifications for central traffic control software, which was mailed to nine firms known to provide such software, and was also advertised on the City's Web site. Eight submittals were received, indicating a high level of interest. A panel of four persons, including one representative from the

City's Technology Services Division and an expert in traffic control system deployment from outside the City, reviewed and scored the submittals. Based on the scoring of the responses, four firms were invited to interviews, which consisted of a live software system demonstration and presentation. The same panel scored the interviewees. All four panelists ranked Kimley-Horn and Associates highest. The panel felt that the system will be state of the art for years to come and thus represents an excellent investment. Kimley-Horn has deployed this software system for numerous Southern California agencies, including Beverly Hills, Culver City, Los Angeles County, Claremont, San Dimas, and the City of Commerce.

ALTERNATIVES

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and authorize the Public Works Director to execute any subsequent amendments related to this agreement. *This is the recommended alternative.*

2. Do not approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; do not authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; do not authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and do not authorize the Public Works Director to execute any subsequent amendments related to this agreement. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Transportation Management Center Project (TMC) is included in the Fiscal Year 2011/2012 Capital Improvement Program budget and will be financed by the Traffic Signals Development Impact Fee fund (Fund 202) and the Air Quality Management Fund (Fund 137). These funds can only be used for traffic signal and air quality improvement purposes. There is no impact to the General Fund. FY 2011/2012 budget amounts are estimated, since final financial data for FY2010/2011 are not yet available.

AVAILABLE FUNDS

FY 2011/2012 Development Impact Fees— Account No. 417.79528	$	220,000
FY 2011/2012 Air Quality Management— Account No. 137.68129	$	215,000
Available Funds	**$**	**435,000**

ESTIMATED COSTS

Central Traffic Control System Software Contract	$	315,000
Modifications to Fishbowl Conference Room	$	40,000
Video display units, furniture and Incidentals	$	60,000
Staff time	$	20,000
Total:	**$**	**435,000**

ANTICIPATED PROJECT SCHEDULE

Prepare plans for space reallocation by:	October 2011
Complete software integration by:	March 2012
Complete space reallocation by:	March 2012

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Services

Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 10-13768129

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Kimley-Horn and Associates, Inc., a North Carolina Corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "B" (Consultant's Scope of Work) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as the City of Moreno Valley Transportation Management Center (Project No. 10-13768129).

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $315,000.00 in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "D" attached hereto and incorporated by this reference.

7. The Consultant and the City agree that the schedule in Paragraph 6 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified

delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

15. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure

and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant

representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

25. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be

delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley	Contractor/Consultant Name
BY: _____ City Manager	BY: _____
	TITLE: _____ (President or Vice President)
_____ Date	_____ Date
	BY: _____
	TITLE: _____ (Corporate Secretary)
	_____ Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

EXHIBIT B

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $315,000.00.
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
4. Any fees for authorized professional services furnished by the Consultant which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such services will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Consultant.

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MV00112450

MORENO VALLEY ATMS

Statement of Work

Prepared by:

Kimley-Horn and Associates, Inc.

For Review by:

City of Moreno Valley

Version 4.2

June 28, 2011

Exhibit A

PROJECT SCOPE

The following scope of services is for deployment and integration of KITS to meet the mandatory elements listed in KHA's response to the City's RFQ submitted on February 3, 2011.

SCOPE OF SERVICES

Task 1: Project Management

KHA's Project Manager shall act as the principal contact for the City and other involved agencies. KHA's Project Manager will be responsible for the completion of activities associated with the performance of this project. Additional responsibilities include management of project planning activities and tracking of resources associated with each aspect of the project. The Project Management task will be invoiced monthly based on percent complete. Target percentages should be outlined to ensure all parties understand the value of each task executed. KHA's Project Manager shall oversee and participate in the activities of the project.

Prepare Project Status Reports

KHA shall prepare and submit written monthly project status reports. The reports shall include the following information including a schedule outlining target dates for completion of items:

- Period covered by the report.
- Overview of the reporting period.
- Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period which were completed.
- Action Items
- Updated Deliverables chart and completion schedule, if necessary.

KHA shall also prepare claims, invoices, billings, and other financial information for review and approval by the City, as required by this agreement.

Task 2: Preliminary Engineering

KHA will meet with City staff to discuss the existing condition of the City's internal network and field network along with future migration plans and schedule. KHA will provide input on communication equipment that the City is considering.

KHA shall collaborate with the City to determine the CCTV and signal controller hardware/firmware specifications for the pilot corridor. It is expected that the City will deploy a signal controller firmware protocol and CCTV encoder that has already been deployed with KITS. KHA will review and demonstrate existing KITS functionality currently deployed for specific firmware/hardware options. A document will be created that summarizes all of City's preliminary engineering decisions.

(continues)

Deliverables:
2.1 Communication Review
2.2 Firmware Specification and Existing Functionality Review
2.3 Signal Controller Hardware and Firmware Recommendations
2.4 CCTV Specification

Task 3: Procurement
Based on the information gathered during meetings with the City's Engineering and IT staff, KHA shall deliver complete equipment list ("Bill of Materials") for full system deployment and submit to the City for review. KHA will review options and provide input on reusing existing City server hardware and software licenses to fulfill the needs of the project. Upon KHA's approval of the equipment list and all system configurations, the City will procure system components, including supporting third party software, system hardware, network equipment, and peripherals. The equipment will remain at the City. The City will assist with the configuration of remote access into the network to enable authorized KHA staff to remotely diagnose the system. Using funds outside of this agreement, the City will purchase 3rd party software that is required for the deployment of the Integrated System. Anticipated software includes:

- SQL Server 2008
- ESRI ArcGIS
- MS Visio Standard
- Notepage PageGate

The workstations will be deployed on Windows XP or 7 and the servers on Windows Server 2008. The Integrated System will utilize SQL Server 2008 as its central database. The specific versions of the tools will be determined in conjunction with City IT preference.

Deliverables:
3.1 Identification of 3rd party software and hardware

Task 4: System Integration
Integration of KITS shall be performed in stages. The following sequence of events details the staged implementation of the KITS system.

1. KHA and the City will conduct multiple meetings to finalize the pilot corridor equipment.
2. The City will procure designated equipment.
3. Based on the City's preference for controller firmware and CCTV equipment, KHA will create a version of KITS that integrates existing modules to support the specified equipment and desired functionality. The source code, reports, registry, and database to support the functionality of the City's modules will be placed under configuration management and version control processes. No new software development is anticipated under this task.

4. A lab configuration will be created and maintained in KHA's facility to simulate the deployment environment.
5. An installation procedure will be generated by KHA. This will be a functional self-contained installation and automate many of the procedures used to install the KITS user interface. This automated installation will include most of the required 3rd party tools and may reference other supporting 3rd party documentation.
6. KHA will come to Moreno Valley to assist City personnel with the installation and configuration of the equipment and required 3rd party software.
7. A backup server will be identified by City staff and configured by KHA for backup and disaster recovery purposes.
8. City personnel, with assistance from KHA, will be responsible for converting and entering signal timing and configuration data into the system database. Preliminary testing will utilize controllers installed in the TMC and/or maintenance facility.
9. KHA will assist City personnel with the installation of 5 compatible BI Tran 233 intersections by assisting with the intersection graphics and configuration of these field signals within the Integrated System and by monitoring the operation of the System at the control center. This assistance will include preliminary training on the graphic configuration within the System.
10. KHA will demonstrate continuous successful communication with the traffic signal controllers and pan-tilt-zoom cameras.
11. KHA will configure compatible mobile devices with the KHA Mobile Performance Metric Collection application. This will allow up to 10 users to generate, high-resolution arterial performance metric data. Authorized users will be able to view and generate reports through a web browser. The arterial performance data will be stored on a server maintained by KHA.

Deliverables:

4.1 Software Configuration
4.2 KITS Installation Program and Procedures
4.3 Software Installation at City TMC
4.4 System Configuration and Integration for 5 Intersections
4.5 CCTV Integration
4.6 Mobile Performance Metrics Integration

Task 5: Documentation

KHA will provide KITS documentation for the City in the following form:

- System User's Manual – provides an overview description of the system, its components, how they are used or accessed by the operators as well as how to use the GUI's for all aspects of the system.
- Quick Start Guide – describes initial configuration and setup of the system. This brief document references the User's Guide, but presents the information in a simple format. The document focuses on data entry, map customization, and initial configuration.

Electronic copies of the final documentation will be provided.

Training topics include:

- On-line help
- Installing software updates
- Intersection phase configuration
- Data integrity
- Naming conventions
- System components
- Effective Monitoring

Deliverables:
5.1 Electronic copies of the System User's Manual and Quick Start Guide for KITS
5.2 Initial Operator Training

Task 6: Remote access configuration
KHA will facilitate meetings with City transportation and IT department to review cost-efficient solutions to allow authorized staff to view relevant signal system information remotely. KHA will assist with the implementation of a remote desktop solution to view and exchange relevant information.

Deliverables:
6.1 Documentation and Configuration Settings for Remote Access

Task 7: Final Training
The final training will be a comprehensive, hands-on review of all previous training sessions. In addition, the City may request additional topics that were not previously covered. The following topics will be discussed:

- Operation and Management of the Integrated System
- Overview of the KITS System
- Operations and System Maintenance
- Security
- Configuration and Customization
- Advanced Functionality

A training schedule will be delivered 2 weeks prior to the comprehensive training sessions that will detail the date and time for each topic. The City can provide input that will help determine the amount of time that is spent on each topic.

(continues)

Deliverables:
7.1 Electronic Copies of Training Documentation (syllabus, manuals, visual presentation materials)
7.2 Hands-on Two Day Workshop

Task 8: Warranty, Support, and Maintenance
The Consultant shall provide a warranty, support, and maintenance for the supplied software for a period of two years. Any ATMS software bugs found during this period will be corrected at no additional cost to the City. New functionality, additions, and enhancements made to the software, that do not constitute a separately packaged and marketed version or module of the system, developed by the Consultant during this period shall be offered to the City at no additional license fee. Upon approval by the City, these enhancements shall be installed and integrated based on current hourly rates.

The Consultant shall provide maintenance services, which will include phone and e-mail support during City's working hours. The Consultant shall perform periodic check-ups and tune-ups several times a year to validate System performance.

Deliverables:
8.1 Two Year Warranty, Support, and Maintenance

Project Deliverables
KHA shall use the standard City software set forth below when preparing deliverables. KHA shall provide deliverables in the appropriate file format (by downloads and/or via e-mail) as follows:

- Microsoft Word or Adobe PDF – Word Processing
- Microsoft Excel – Spreadsheet
- Microsoft PowerPoint – Presentation Materials

The City shall provide comments in electronic format using the same software as outline above.

Optional Operational Support
Other services may be provided in support of the system, its operations or the communication infrastructure for the City as additional services. Authorization by City is required prior to beginning any of these tasks. Services that are not included in this contract, but that may be provided as additional services may include but are not limited to:

- Integration services for additional intersections
- Database population
- Additional intersection graphic configuration
- Communication troubleshooting and integration
- Corridor retiming
- Before and after studies that quantify improvement from deploying the System

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR *LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY* RIVERSIDE SUPERIOR COURT CASE RIC 524877

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500).

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for *Los Angeles Engineering, Inc. v. City of Moreno Valley* Riverside Superior Court Case RIC 524877.

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

BACKGROUND

In 2007, the Community Services District awarded a contract to Los Angeles Engineering to renovate the Moreno Valley Community Park soccer fields. Five

Contract Change Orders were issued for various changes in the scope of the work and as a result of weather delays. Los Angeles Engineering completed the project later than the allowed and refused to process the last three Change Orders. Los Angeles Engineering filed a claim and then a lawsuit in 2009 alleging extra work and extended overhead cost. Gibbs, Giden, Locher, Turner & Senet (GGLTS) were retained to defend the lawsuit and bring the cross-complaint against Los Angeles Engineering.

DISCUSSION

Gibbs, Giden, Locher, Turner & Senet were retained as outside counsel for this case. In January 2009, the City issued a Purchase Order using unencumbered project funds for general legal services for the Moreno Valley Community Park Soccer Field Rehabilitation. Due to the ongoing nature of the litigation, the current Purchase Order is not sufficient to continue the defense of the case and the pursuit of the cross-complaint. Increasing the Purchase Order would allow the City to retain GGLTS to reach a conclusion in the lawsuit. Three sources of funding were used for the project: a State of California grant, Park Improvement Development Impact Fees, and Quimby In-Lieu Fees. In order to use Park Improvement Development Impact Fees for a project, the City must establish a nexus between the development projects paying the fees and the facilities being financed with the fees and the service level to be provided by the facility. Because the soccer fields were expanded by more than 50%, it was reasonable to fund half of the project with Park Improvement Development Impact Fees. The lawsuit is a direct result of the rehabilitation and expansion of the soccer fields. The use of Park Improvement Development Impact Fees for the City to continue to defend the lawsuit and pursue the cross-complaint is established as the result of the project's construction activities. Therefore, the use of Park Improvement Development Impact Fees for legal services against a claim resulting from the Soccer Field Renovations' construction activities is reasonable.

ALTERNATIVES

1. This alternative will allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel to continue the litigation.

2. This alternative will not allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel and may affect the outcome of potential litigation.

FISCAL IMPACT

Staff requests that an appropriation from Park Improvement Development Impact Fees (Fund 205) in the amount of $100,000 be authorized to allow for the purchase order increase and subsequent payments to GGLTS. There is no impact to the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2011/2012 Budget (Account No. 461.65325) $100,000
Total Available Funds $100,000

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Due to the ongoing litigation with Los Angeles Engineering, Inc. over the Moreno Valley Community Park Soccer Field Rehabilitation Project, Staff recommends an appropriation of $100,000 from Parkland Development Impact Fees (Fund 205) to allow for an increase to the Purchase Order to Gibbs, Giden, Locher, Turner and Senet, LLP. This increase will allow for the continuing payment of legal fees and costs due to the litigation with Los Angeles Engineering.

ATTACHMENTS

None

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112460

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: TRACT MAP 32707 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION
ONE BETTERWORLD CIRCLE, SUITE 300
TEMECULA, CA 92590

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-79 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 32707 is a 137-lot single family residential development to be constructed in the City of Perris just south of Moreno Valley's City limits, with a portion of Lasselle Street being improved within the City of Moreno Valley. The project was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, landscaping, and sewer work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $95,000 issued by Developers Surety and Indemnity Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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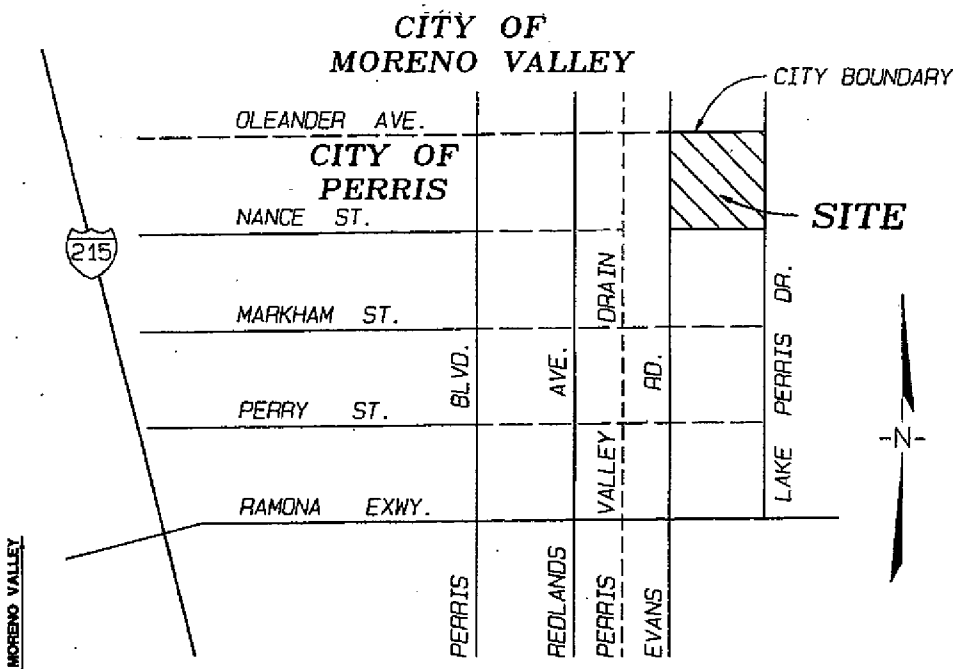

VICINITY MAP

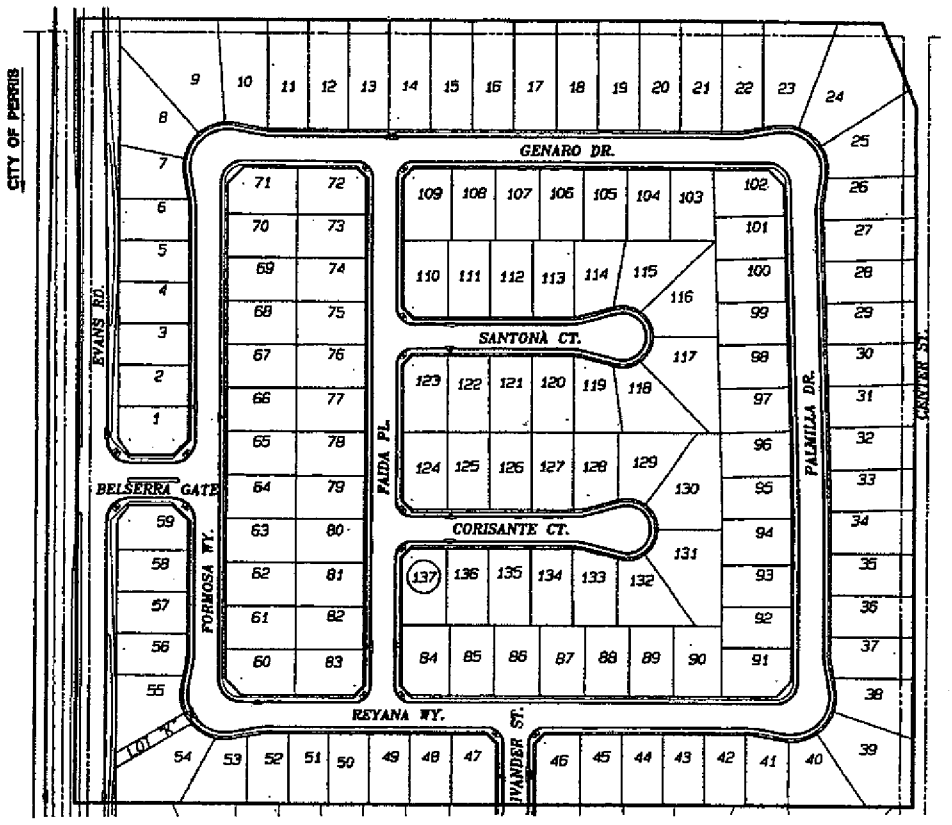

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT EXHIBIT "A"	TRACT 32707 VICINITY MAP

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MV00112466

RESOLUTION NO. 2011-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 32707 AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Redhawk Communities. on the portion of Lasselle Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 32707 and accept the portion of Lasselle Street associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Tract Map 32707 are complete, and the portion of Lasselle Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

EXHIBIT "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00112470

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract to Beador Construction Company, Inc. (Beador) and authorized the issuance of a purchase order in the amount of $243,960 for the 2011 Citywide Bridge Maintenance Program.

DISCUSSION

The 2011 Bridge Maintenance Program involved the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). Work on the remaining five (5) bridges included cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

At the time of preparation of this Staff Report, the project is anticipated to be complete by June 30, 2011. Subsequently, staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost will not exceed the approved purchase order amount of $243,960. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, and authorize the release of retention money to Beador thirty five (35) calendar days after the date of recordation of the Notice of Completion, and accept the improvements into the maintained road system. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is included in Fiscal Year 2010-2011 Capital Improvement Project Budget and is funded with Proposition 1B (Fund 226) monies. The funding for this project is restricted for transportation projects and cannot be utilized for other activities. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Contractor Construction Costs*	$244,000
Project Administration, Design, and Inspection	$45,000
Miscellaneous Costs	$2,000
Total Estimated Project Costs	**$291,000**

*Staff anticipates that Contractor Construction Costs will not exceed purchase order amount.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Beador is anticipated to complete the 2011 Citywide Bridge Maintenance Program project by June 30, 2011. The City Council is requested to authorize the Public Works Director / City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Beador, and accept the improvements into the City's maintained road system.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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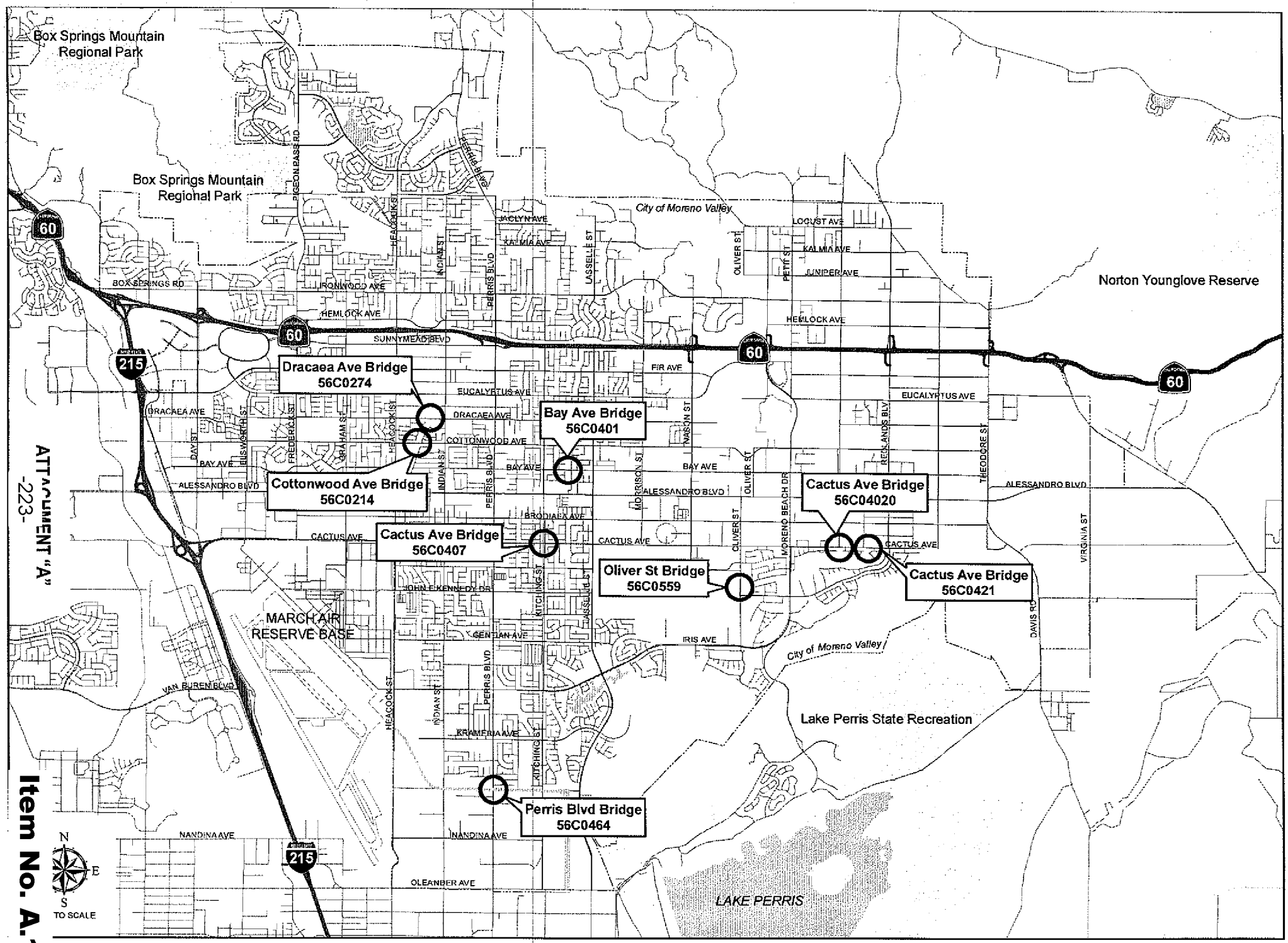

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"
-223-

Item No. A.10

MV00112475

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MV00112476

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Community and Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date

of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

BACKGROUND

On June 22, 2010, the City Council awarded a contract in the amount of $706,716 to San Pedro Sign Company (SPESCO) and authorized the issuance of a purchase order in the amount of $812,724 for the construction of the Moreno Valley Auto Mall Freeway Pylon Sign.

DISCUSSION

The City and the Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase business advantageous by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The pylon sign is an integral element of the plan. The sign is located on the south side of the SR60 freeway, east of Moreno Beach Drive. This project replaced the existing aged and worn freeway sign with a new up-to-date high-tech two (2) sided sign that includes a larger video display. The sign is in conformance with the "Specific Plan No. 5 Sign," and is 31 feet wide and stand approximately 85 feet in height, as seen from the freeway.

At the time of preparation of this Staff Report, the construction of the pylon sign is anticipated to be completed at end of June 2010. Subsequently, Staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost is estimated at approximately $725,000 which does not exceed the approved purchase order amount of $812,724. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council and the Redevelopment Agency to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, authorize the release to retention money to SPESCO thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the pylon sign to the Moreno Valley Dealers Advertising Association. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public

Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will allow for timely payment to the Contractor and the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements, and delaying the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

FISCAL IMPACT

The Moreno Valley Auto Mall Improvements construction phase of this project is included in Fiscal Year 2010/2011 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). **These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2010/2011 Budget (Account No. 897.91725)..... $1,512,000

CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$725,000
Project Administration, Design Support, and Inspection Costs*	$ 46,000
Construction Support Services and Miscellaneous Costs	$ 15,000
Total Construction Related Costs	**$786,000**

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

SPESCO has completed the Moreno Valley Auto Mall Freeway Pylon Sign project. The City Council and the Community Redevelopment Agency is requested to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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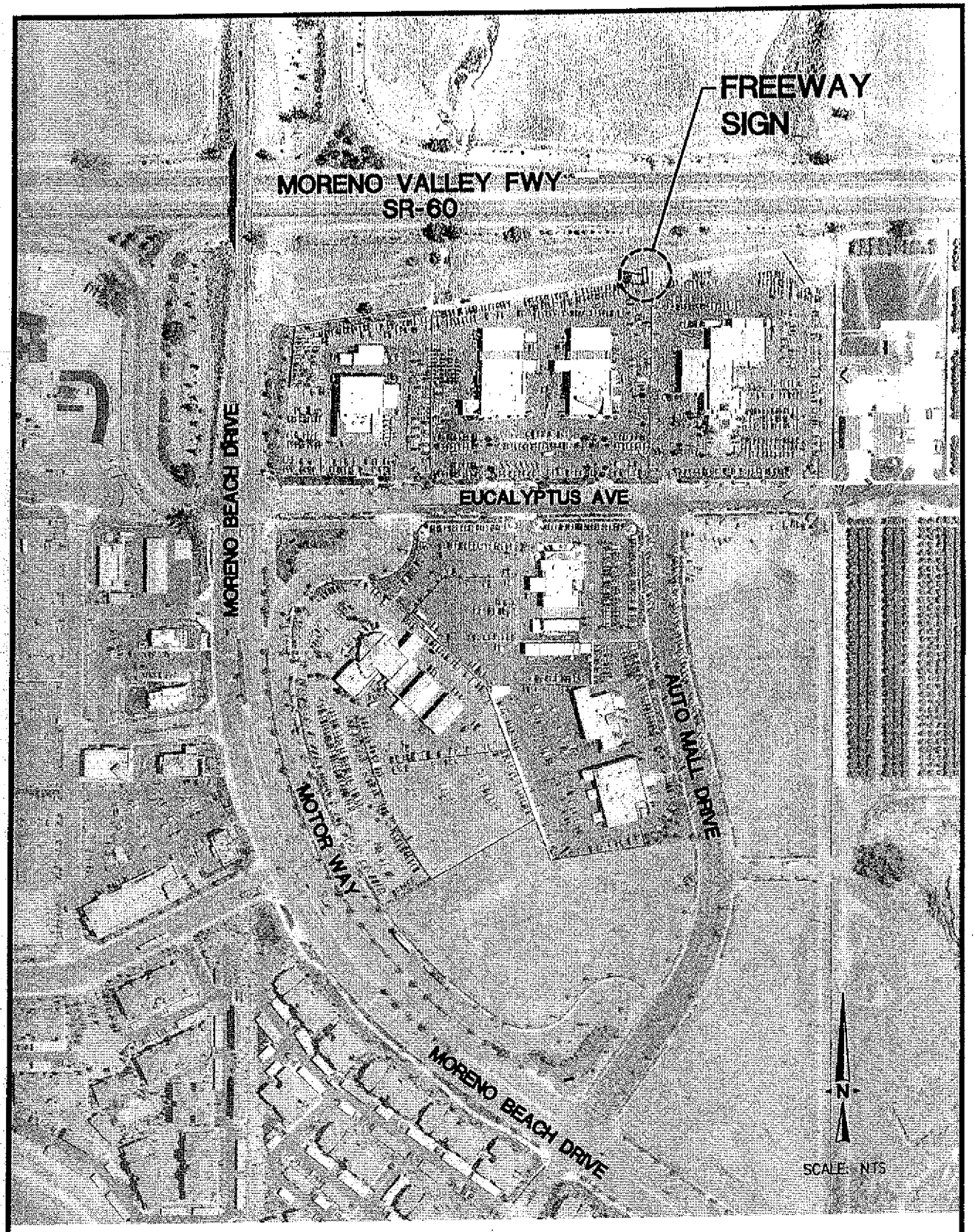
FREEWAY SIGN
MORENO VALLEY FWY
SR-60
MORENO BEACH DRIVE
EUCALYPTUS AVE
AUTO MALL DRIVE
MOTOR WAY
MORENO BEACH DRIVE
N
SCALE: NTS

VICINTY MAP

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MV00112482

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division.

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto.

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

BACKGROUND

On July 13, 2010, City Council approved a Project Agreement in the amount of $99,000 with OPC for a one year period.

DISCUSSION

Due to the vacant City staff "Senior Real Property Agent" position, as well as an increase in project related right of way activities, additional resources are necessary. As a temporary solution to assist in expediting the completion of projects, the Capital Projects Division seeks to extend their Project Agreement with OPC.

OPC staff has an excellent track record of providing right of way services for budgeted capital improvement projects including, but not limited to, Kitching Street Improvements, Day Street Improvements, and Lasselle Street Widening Improvements. In the upcoming fiscal year, OPC staff will continue to work on right of way for projects such as the Perris Boulevard from PVSD Lateral "B" to Cactus Avenue Improvements, Perris Boulevard from Ironwood Avenue to Manzanita Avenue, acquisition of property for the future Industrial Fire Station and Fire Station No. 65, and other budgeted capital projects as assigned.

Staff recommends issuing an increase to the purchase order and executing the "First Amendment to Agreement for Professional Consultant Services" with OPC for a continuation of their services. The purchase order increase for $85,000 allows for additional right of way services by the in-house consultant staff on an as-needed basis with a revised contract expiration date of December 31, 2012.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, do not authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and do not authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The "Project Agreement for Professional Consultant Services" with OPC will be fully expended in September 2011. This First Amendment increases the purchase order by $85,000 to extend the as-needed temporary professional staffing services to December 31, 2012. Adequate funding is provided through the various budgeted capital improvement projects assigned to the temporary staff. The agreement provides the City

the ability to terminate the agreement by giving at least ten days written notice to the consultant.

As costs are incurred against this purchase order, the expenditures will be transferred to the capital projects for which services were performed. The anticipated associated costs for the purchase order increase will be funded through DIF Arterial Streets (Fund 416), TUMF Capital Projects (Fund 415), Fire Station Funds (Fund 434), and Measure "A" (Fund 125):

Perris Boulevard from PVSD Lateral "B" to Cactus Avenue (416.78526)..... $30,000
Perris Boulevard from Ironwood Avenue to Manzanita Avenue (415.78726)..... $29,000
Industrial Fire Station (434.67930)..... $11,000
Fire Station No. 65 (434.72526)..... $11,000
Highland Fire Station (434.67830)..... $4,000
Total..... $85,000

These funds are restricted to Capital Improvement Projects and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

Due to the need for in-house right of way services on a variety of projects, the "First Amendment to Agreement for Professional Consultant Services" with OPC is necessary to continue the temporary professional staffing services for the Capital Projects Division. Staff recommends that the City Council authorize the execution of the Amendment and increase to the purchase order to OPC in the amount of $85,000.

ATTACHMENTS

Attachment "A" – First Amendment to Project Agreement for On-Call Professional Consultant Services

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Overland, Pacific and Cutler, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT for ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 22, 2010.

Whereas, the Consultant is providing Consultant Real Property and Right of Way Services for Various Projects of the Capital Projects Division (and other Divisions as needed).

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 13, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as Exhibit "A" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended to December 31, 2012.

FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES

1.2 Exhibit “B” to the Project Agreement is hereby amended by adding to the scope of work section described in Exhibit “A”, entitled "Consultant Proposal.”

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B”, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $85,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “B”.

1.5 The total “Not to Exceed” fee for this contract is $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley	Overland, Pacific and Cutler, Inc.
BY: _____ City Manager	BY: _____
DATE: _____	TITLE: _____ (President or Vice President)
	BY: _____
	TITLE: _____ (Corporate Secretary)

Attachments: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

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Revised Dec 2010

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MV00112490

OVERLAND PACIFIC & CUTLER, INC.
www.OPCservices.com
2280 Market Street, Suite 340, Riverside, CA 92501
phone: (951)683-2353, fax: (951)683-3901

June 13, 2011

Ms. Kimberly Jester
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RE: Continuation of In-House Right of Way Consulting Services 2011

Dear Ms. Jester:

In response to your request, Overland, Pacific & Cutler, Inc. (OPC) is pleased to present the City of Moreno Valley with this brief fee proposal for the continuation of in-house staffing services under our existing Professional On-Call Services Agreement.

OPC is proposing to continue with the existing arrangements and will assign Mr. Michael Green to the City for another one (1) year term beginning January 1, 2012 and expiring December 31, 2012. Mr. Green will be working at a rate of $105 per hour, Tuesdays and Thursdays, from 8:00 AM to 5:00 PM. At 16 hours per week for the year, we estimate the total annual cost to be $87,360, plus any reimbursable expenses pursuant to the Professional On-Call Services Agreement. Should the actual hours increase or decrease over the coming year, the estimated cost will adjust accordingly.

Should you have any questions or would like to discuss further, please do not hesitate to call me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

Joey Mendoza, SR/WA
Principal/Vice-President

EXHIBIT "A"

Item No. A.12

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MV00112492

COST SUMMARY

1. The Consultant's compensation shall not exceed $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

EXHIBIT "B"

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MV00112494

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 12, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $1,768,222.35 to Riverside Construction Company, Inc., for the Ironwood Avenue improvements from Day Street to Barclay Drive. The project construction work began on December 6, 2010.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company, Inc. by July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $1,675,000 which is not expected to exceed the approved purchase order amount of $1,768,222.35. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally consisted of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane, which included concrete curb, gutter, and sidewalk covering approximately 1,600 linear feet. Improvements included approximately 1,402 feet of new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline east of Athens Drive, a masonry block retaining wall along the southerly right of way line between Day Street and Athens Drive, storm drain improvements in Ironwood Avenue at the intersection of Athens Drive, a traffic signal modification at Day Street and Ironwood Avenue, a new traffic signal at Athens Drive and Ironwood Avenue, street lighting, and interconnect improvements. The modifications facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. Ironwood Avenue becomes Box Springs Road just west of Day Street.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion

within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Ironwood Avenue improvements from Day Street to Barclay Drive were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). In accordance with the terms of the Reimbursement Agreement, EMWD deposited $100,273 to pay for its portion of the waterline being upsized and relocated within Ironwood Avenue through fund 414 (Account No. 414.80422); this amount may be adjusted based on final construction costs for this portion of the work. The funds utilized for this project are designated for capital improvements for the Ironwood Avenue improvements project and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91727)	$2,585,000
Fiscal Year 2010/2011 (Account No. 414.80422)	$150,000
Total Budgeted Funds	$2,735,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	**$1,675,000**

Design Support Costs during Construction	$60,000
Construction Geotechnical Services	$30,000
Construction Survey Services	$30,000
Project Administration and City Inspection*	$80,000
SCE Costs (Utility, Streetlights, and Permits)	$32,000
Total Project Construction Costs	**$**1,907,000

*Public Works staff provided project administration and primary inspection services. Additional consultant inspection support was provided for supplemental inspection.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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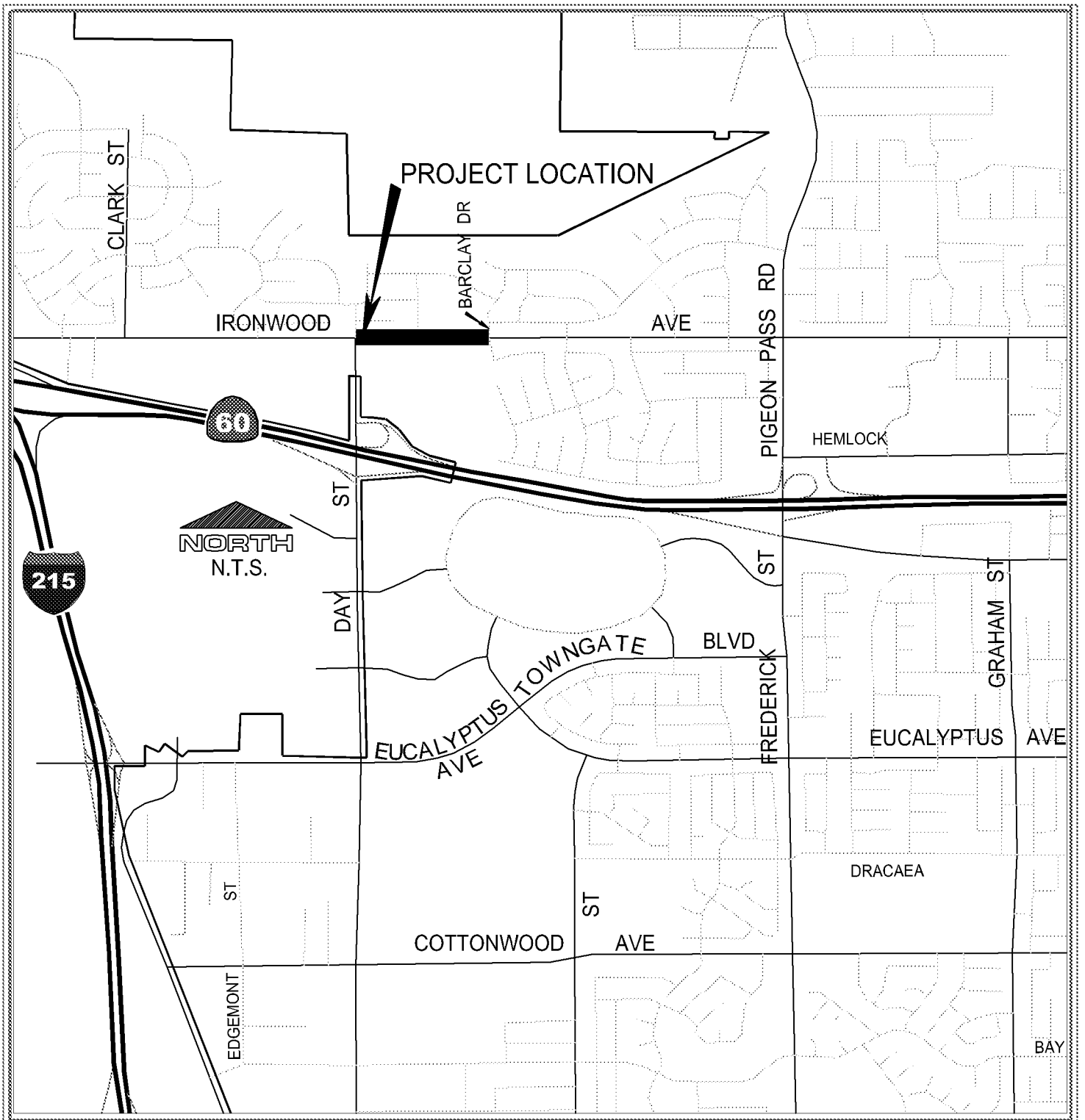

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Attachment "A"

Ironwood Avenue Improvements,
From Day Street to Barclay Drive
Project No. 10-41570027

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MV00112500

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 26, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $207,299 to SoCal Engineers, Inc., for the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east). The project construction work began on January 24, 2011.

DISCUSSION

Staff anticipates that all work will be completed by SoCal Engineers, Inc. in July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final construction cost will be approximately $205,000 which is not expected to exceed the approved purchase order amount of $207,299. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion after the Public Works Director/City Engineer accepts the improvements as complete with the County Recorder, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally involved the installation of a new traffic signal at the intersection of Sunnymead Ranch Parkway and Village Road (east). The work also included the removal and construction of new asphalt concrete pavement, curb and gutter, sidewalk, access ramps, interconnect conduit, and a residential driveway approach, as well as restriping of the intersection, and the installation of signage.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the

improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

The traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east) were included in the Fiscal Year 2010/2011 budget, and financed by DIF Traffic Signal Capital Projects (Fund 417). The funding for this project is restricted to traffic signal capital improvements and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 417.79229)	$249,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Cost	$205,000
Construction Surveying Cost	$2,000
Construction Geotechnical Cost	$2,000
City Furnished Equipment	$19,000
Project Administration and Inspection Services	$21,000
Total Project Construction Costs	**$249,000**

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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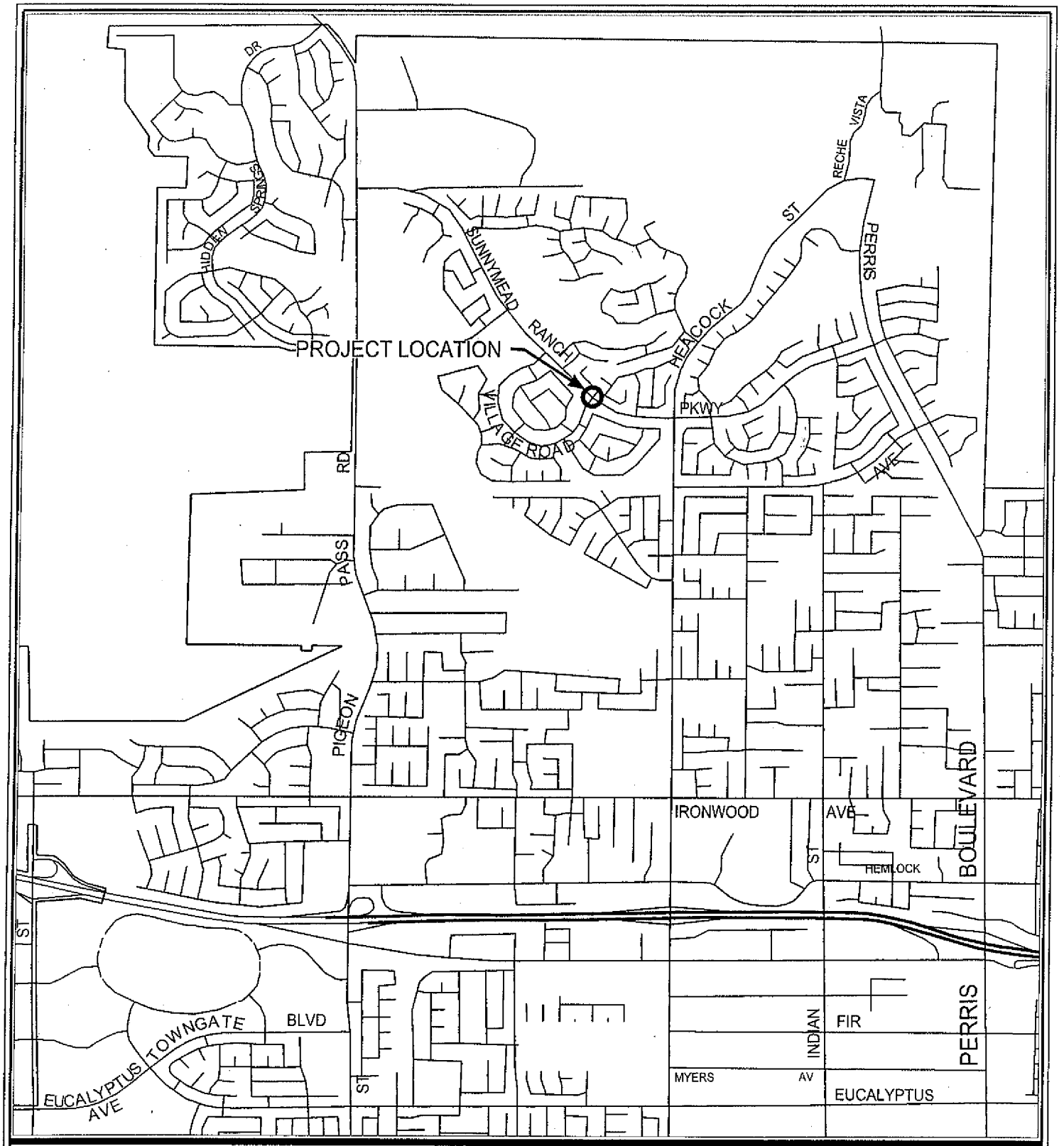

ATTACHMENT "A" - LOCATION MAP

Public Works Department Capital Projects Division	PROJECT NO. 10-41779229 TRAFFIC SIGNAL AT SUNNYMEAD RANCH PKWY AND VILLAGE RD (EAST)
Scale: None	
THOMAS GUIDE - PAGE 687, SECTION D6	

Item No. A.14

MV00112505

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MV00112506

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On May 25, 2010, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,912,608.76 to Hillcrest Contracting, Inc. The work consisted of the construction of street, signing, striping, waterline, utility relocation, and other related road improvements on Day Street between Alessandro Boulevard and Cottonwood Avenue. The City issued a Notice to Proceed to Hillcrest Contracting, Inc. to start work on July 13, 2010.

On February 22, 2011, City Council and the Community Redevelopment Agency were informed that a design error was discovered pertaining to the design and construction of a portion of the street curb and gutter tied to a cross gutter to facilitate surface drainage, located on a short segment of the northerly end of Day Street, just south of Cottonwood Avenue. City Council also authorized an increase of the Purchase Order to a total amount of $2,104,608.76.

Staff is diligently working to resolve the drainage issue independently of this construction contract as part of a second phase of improvements for Day Street. This second phase, Storm Drain Improvements on Day Street South of Cottonwood Avenue, is included in the Fiscal Year 2011–12 CIP, which City Council adopted on June 14, 2011.

DISCUSSION

Hillcrest Contracting, Inc. completed all construction work per the plans and specifications in April 2011. In accordance with the contract documents, however, the date of acceptance of the work for this project by the City Council is contingent upon the satisfactory conclusion of the 90 day maintenance period, which is scheduled for the end of July 2011.

Staff is in the process of negotiating the final Contract Change Order and anticipates the final contract cost will be approximately $1,953,000.00 which does not exceed the approved purchase order amount of $2,104,608.76. Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice

of Completion. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Budget and is financed by RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897). **These funds have been allocated for the Day Street from Alessandro Boulevard to Cottonwood Avenue Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

FISCAL YEAR 2010-2011 BUDGETED FUNDS (ACCOUNT NO. 897.91724):
RDA 2007 Tax Allocation Bonds (TABS) $2,413,377

FINAL CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	$15,000
Anticipated Contractor Construction Costs	$1,953,000
Construction Geotechnical Services	$15,000
Construction Survey Services	$45,000
Construction Inspection Services	$12,000
Project Administration and City Inspection	$90,000
Total Project Construction Costs	$2,130,000

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hillcrest Contracting, Inc. completed construction of the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue at the end of April 2011 and, anticipating the successful completion of the 90 day maintenance period, the project will be complete at the end of July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Lorenz R. Gonzales, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community &Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112512

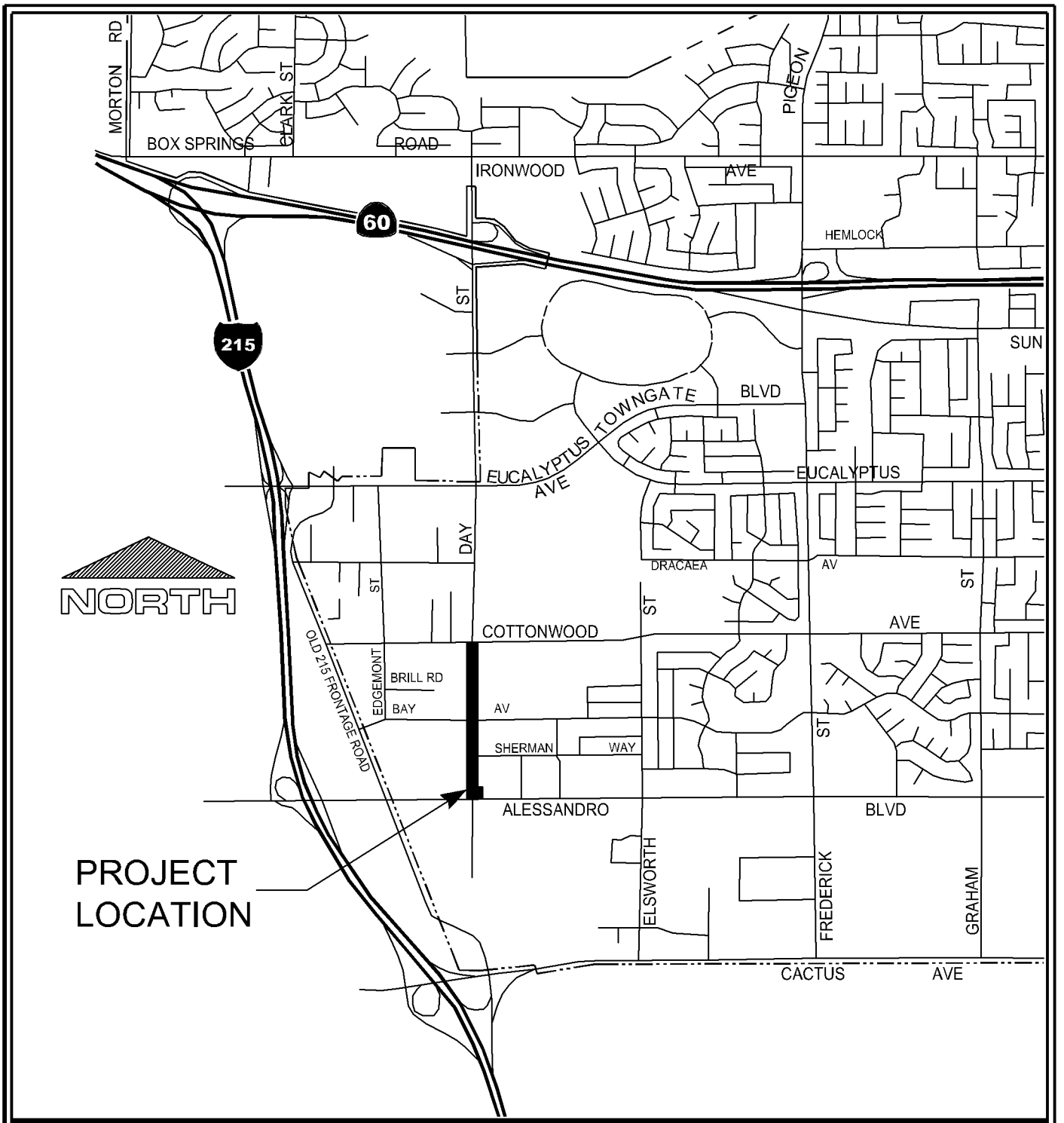

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

STREET IMPROVEMENTS FOR DAY STREET
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920

Item No. A.15

MV00112513

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MV00112514

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: July 12, 2011

TITLE: RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On April 12, 2005, Moreno Valley City Council adopted Resolution No. 2005-30, authorizing the City Manager, Assistant City Manager and the Public Works Director/City Engineer to execute documents on behalf of the City of Moreno Valley for the purpose of obtaining federal and state financial assistance.

California Emergency Management Agency has required that Moreno Valley City Council adopt a new resolution in place of Resolution No. 2005-30, designating and authorizing City officials to execute applications and documents.

DISCUSSION

To apply for and receive disaster relief and other financial funding offered under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and/or under the California Disaster Assistance Act, the City of Moreno Valley must designate City officials who are authorized to execute applications and documents on behalf of the City. Resolution No. 2011-xx rescinds Resolution 2005-30 and authorizes the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer to execute documents on behalf of the City.

ALTERNATIVES

1. Adopt the proposed amended Resolution re-designating and authorizing signature authorities to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act. **Staff recommends this alternative.**

2. Do not adopt the proposed Resolution. This alternative would prevent the City from receiving disaster relief and other financial funding.

3. Provide staff with further direction.

FISCAL IMPACT

Without a new Resolution, the City would not be eligible to receive disaster relief and other financial funding.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of the Council Agenda.

ATTACHMENTS/EXHIBITS

Exhibit “A” - Proposed Resolution

Prepared By:
Name LeAnn M. Coletta, CEM
Title Office of Emergency Management Program Manager

Department Head Approval:
Name Steve Curley
Title Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112518

RESOLUTION NO. 2011-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RESCINDING RESOLUTION NO. 2005-30, AND RE-DESIGNATE AND AUTHORIZE CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

WHEREAS, Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, requires a signature resolution designating and authorizing certain city officials to execute applications and documents necessary to obtain financial assistance; and

WHEREAS, the City Council of the City of Moreno Valley heretofore adopted Resolution No. 2005-30, designating and authorizing certain city officials to execute said applications and documents; and

WHEREAS, the California Emergency Management Agency has required that the Moreno Valley City Council update Resolution No. 2005-30 in order to be eligible for financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

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

1. That the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer, is hereby authorized to execute for and on behalf of the City of Moreno Valley, a local government established under the laws of the State of California, applications and other related documents for filing in the California Emergency Management Agency for purpose of obtaining financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

2. That the City Council of the City of Moreno Valley, a local government established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00112522

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis.

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto.

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

BACKGROUND

On September 14, 2010, City Council approved an "Agreement for On-Call FY 10/11 Project Management Services" with VAS Associates, Inc. for $285,000 for various projects of the Capital Projects Division.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

VAS will serve as the Project Manager for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. These fast-tracked projects are part of the April 26, 2011 City Council approved Economic Development Action Plan. Furthermore, VAS will continue to work in the capacity of Consultant Project Manager for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue, which is anticipated to begin construction in the fall of 2011.

VAS currently provides Consultant Project Management services to the City for several design and construction projects under an existing professional consultant service contract. This action is necessary due to on-going heavy workload and shortage of qualified, experienced, and knowledgeable Project Managers to complete budgeted capital improvement projects funded by various revenue sources as depicted in the FY 11/12 CIP budget.

VAS staff possesses a unique combination of skills as well as 30-plus years of industry experience. Their in-depth knowledge of the Public Contract Code, Green Book Specifications, and public works contracting practices, coupled with a vast network of contacts and experience with various Riverside County regional agencies has contributed to the successful execution of many complex public works projects. Two of the projects completed for the City by VAS staff received the Project of the Year Award from the American Public Works Association, Southern California Chapter.

VAS has a long-standing and proven track record of managing high-profile construction projects that are completed on time and within budget. Within the recent past, VAS has successfully completed the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard, which improved 2,800 linear feet of roadway segment to its General Plan width of four (4) travel lanes; the Lasselle Street Widening project, the widening of a one-mile stretch of roadway to its ultimate General Plan width of four (4) travel lanes; and the 2011 Citywide Bridge Maintenance Program, a project that repaired eight (8) bridges within the City. Previously, VAS constructed Pigeon Pass Road Widening, which completed improvements for missing segments of a two-mile section of roadway. VAS successfully completed several traffic signal construction projects such as the traffic signals at Cottonwood Avenue and Pattilynn Drive, Lasselle Street and Bay Avenue, and Lasselle Street and Cottonwood Avenue.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all

parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, do not authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and do not authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

The current Agreement for Professional Consultant Services with VAS will be fully expended in by late 2011/early 2012. This new amendment to agreement in the amount of $312,000 is for on-going services throughout the anticipated duration of the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. The new agreement termination date is June 30, 2013. Adequate funding is provided through the various budgeted capital improvement projects assigned to the consultant. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Avenue budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Amendment to Agreement for Professional Consultant Services will be funded through TUMF Capital Projects (Fund 415).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$196,000
Perris Boulevard Widening (Account No. 415.70225)	$116,000
Total	**$312,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for additional temporary project management consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, the First Amendment to Agreement for Professional Consultant Services with VAS is necessary to extend temporary professional staffing services to the Capital Projects Division. Staff recommends issuance of a purchase order to VAS in the amount of $312,000.00.

ATTACHMENT

Attachment "A" – First Amendment to Project Agreement for On-Call Project Management Services for Various Projects of the Capital Projects Division

Prepared By:
Kimberly Jester
Consultant Contract Administrative Assistant

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

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FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and VAS Associates, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT FOR ON-CALL FY 10/11 PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION," hereinafter referred to as "Agreement," dated September 21, 2010.

Whereas, the Consultant is providing consultant Project Management services for budgeted Capital Improvement Plan (CIP) projects of the Capital Projects Division.

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 14, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A -- First Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended from March 31, 2012 to June 30, 2013.

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

1.2 Exhibit “B” to the Project Agreement is hereby amended by adding to the scope of work section described in Exhibit “A” -- First Amendment, entitled "Consultant Proposal."

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B” -- First Amendment, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $312,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “A” - First Amendment.

1.5 The total “Not to Exceed” fee for this contract is $597,000 ($285,000 for the original Agreement plus $312,000 for the First Amendment to Project Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

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

City of Moreno Valley

BY: _____
City Manager

DATE: _____

VAS Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Attachment: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

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Revised Dec 2010

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MV00112530

VAS Associates, Inc.
571 Ruth Circle
Corona, CA 92879-8088
(951) 314 2288
Viren50@hotmail.com

June 14, 2011

Prem Kumar, PE
Deputy Public Works Director/Assistant City Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Annual On-Call Professional Consultant Services-Project Management for Capital Improvements. Expansion of Services.

Dear Mr. Kumar:

VAS Associates, Inc. (VAS) is pleased to submit this proposal that expands services based on our recent discussions that identified needs of Capital Projects Division of Public Works Department based on recently adopted new set of priorities for the division in accordance with the following:

A) It is our understanding that previous assignment to VAS as identified in VAS letter dated August 2, 2010 to the City has now been expanded/revised to include the following projects:

- Design, Right of Way, Utilities Relocations and Construction phases for Perris Boulevard Widening from Ironwood to Manzanita Project.
- Completion of PS&E, Utilities Coordination and Construction phases for Cactus Avenue widening from Lasselle Street to Nason Street project.
- Completion of PS&E, Utilities Coordination and Construction phases for Nason Street improvements from Iris Avenue to Cactus Avenue project.
- Close out of 2011 Citywide Bridge Maintenance Program project.
- Completion of PS&E and Major Utilities Relocations for Kitching Street Improvements-Phase II from Gentian to Cactus project.
- Completion of PS&E including Utilities Relocation design for Reche Vista Drive Realignment project.

B) Our staff hourly billing rate will be $120/Hour. Standard Work Week will be based on a 40 Hours/Week.

C) VAS services are requested at least until June 30, 2013 to ensure completion of the above-mentioned project assignments.

D) All other terms of the "Agreement for Annual On-Call Professional Consultant Services – Project Management for Capital Improvements" between the City of Moreno Valley and VAS will remain in force.

We look forward to continue to provide quality project management services to the City of Moreno Valley. If you have any questions, please do not hesitate to contact me at 951.314.2288.

Sincerely,

Viren Shah, PE
Principal

COST SUMMARY

1. The Consultant's compensation shall not exceed $597,000 ($285,000 for the original Agreement, plus $312,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of invoice.

EXHIBIT "B"

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MV00112534

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto.

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties.

BACKGROUND

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require

dedicated, knowledgeable, and efficient support with experience in assisting with these types of projects.

The Capital Projects Division currently receives Consultant Administrative Specialist services for several design and construction projects under an existing professional consultant service contract with RLZ Engineering, Inc. which is anticipated to be fully expended shortly. The key individual with RLZ Engineering, Inc. will be moving over to DMC Design Group, Inc. (DMC) and proposes to provide similar services through a new agreement with DMC.

Consultant staff will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with coordinating weekly meetings, permit and license processing, utility coordination, tracking consultant, vendor, and contractor progress, ensuring contract requirements are met, processing agreements and amendments, writing purchase requisitions and change orders, processing invoices for payment, labor and DBE compliance, as well as construction legal requirements.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes proficient review of certified payroll and vast knowledge of Department of Industrial Relations requirements, long-standing and proven history of processing contractor payments within 30 days including dealing with Stop Notices and release of retention in line with City financial and accounting procedures, understanding of the public bidding procedures and contract administration per the Public Contract Code, as well as processing Stop Notices and fulfilling Public Records requests in coordination with the City Clerk's Office. The Consultant staff has five years experience in Capital Projects and an additional five years experience in the construction engineering field for the private sector.

Consultant staff has a long-standing and proven track record of providing administrative support to on-time and on-budget projects such as the Lasselle Street Widening, Kitching Street Phase I Improvements, and the last two cycles of the Annual Bridge Maintenance Program. In addition to the services provided for the Cactus Avenue and Nason Street projects, the consultant staff will assist with the contract administration, accounting, invoice processing, as well as the development of the Five-Year CIP Budget for other approved projects on an as-needed basis.

The consultant staff will work on a full-time, 36-hour per week schedule. The Agreement termination date is June 30, 2013. DMC has acknowledged the current economic downturn that the City faces, and has reduced the hourly rate by approximately 2%.

ALTERNATIVES

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted

Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and do not authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

This proposed "Agreement for Professional Consultant Administrative Services" with DMC in the amount of $139,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$80,000
Perris Boulevard Widening (Account No. 415.70225)	$40,000
Moreno Beach Widening (Account No. 416.83428)	$7,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$139,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant administrative services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Agreement for Professional Consultant Administrative Services with DMC Design Group, Inc. Staff also recommends issuance of a purchase order to DMC in the amount of $139,000.00.

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Administrative Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File
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AGREEMENT FOR PROFESSIONAL
CONSULTANT ADMINISTRATIVE SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, Inc., a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Scope of Work) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES

DESCRIPTION OF PROJECT

1. The project involves temporary administrative services for the Capital Projects Division associated with applicable capital improvements. The work will include administrative and accounting support services and other project-related duties as assigned.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Scope of Services shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$139,000** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on June 30, 2013 unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth herein.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City

acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform

their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits

hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and

agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors

and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

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

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Scope of Work
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**

2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.

3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

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Revised 10/13/09

EXHIBIT "D"

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MV00112552

SCOPE OF WORK

Contract Administration Specialist

The Contract Administration Specialist is responsible for working with appropriate technical staff in overseeing, coordinating, administrating, and managing public works projects. The Contract Administration Specialist shall provide necessary services to assist technical staff on capital improvement projects in various phases of design and construction. Typically, these projects involve street, storm drain, traffic signal, and public facility improvements.

Duties consist of compiling, administering, and monitoring public works contracts and projects; administering project budgets; coordinating and mailing RFP's, addendums and documents for bidding; performing vendor solicitations; organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes; coordinating and scheduling required inspections, surveys and geotechnical tests; monitoring and updating project schedules; obtaining necessary permits; tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims; coordinating project website development; researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations; maintaining detailed project files and preparing project status reports; reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures. The Specialist will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.

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MV00112554

June 15, 2011

Prem Kumar, PE
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Temporary Staffing for Professional Administrative Consultant Services

Dear Mr. Kumar:

DMC Design Group, Inc. is pleased to submit this proposal for Temporary Staffing for Professional Consultant Services for the City of Moreno Valley.

Kimberly Jester is currently providing Consultant Contract Administrative Specialist services through an agreement with RLZ Engineering, Inc. Ms. Jester has provided these services through RLZ as well as a City employee since October 2006. As of September 1, 2011, Ms. Jester proposes to begin performing through DMC Design Group, Inc. (DMC).

Scope of Services and Fees:

Ms. Jester will provide consultant administrative specialist services, on a full-time (36 hours per week) basis at a rate of $61.00 per hour (inclusive of all miscellaneous reimbursable expenses, such as mileage, mobile phone calls, etc.) or at Not to Exceed Fee of $139,000 for approximate fifteen months of service. Authorized work beyond normal 36 hours workweek will also be billed at $61.00 per hour.

Fees will be invoiced monthly based on actual time expended. Payment will be based on actual time expended in furnishing authorized professional services during the preceding calendar month and will include an hourly cost breakdown of assigned project numbers.

If you have any questions regarding this proposal, please contact me at 951.549.8100.

Sincerely,

Donna A. Cosper

Enclosure: Kimberly Jester Resume

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MV00112556

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@ hotmail.com 858.775.9318

EXPERIENCE

2008 - Present **City of Moreno Valley** ***Contract Administration Specialist, RLZ Engineering, Inc.***
2006 2008 **City of Moreno Valley** ***Management Assistant, City Staff***

- Prepare project-specific expenditure analyses; including routine review of reports to ensure available budget versus expenditures balance.
- Develop and utilize spreadsheets, databases and other computer applications to assist with assigned studies, projects and reports.
- Perform analytical and administrative assignments in connection with preparation and management of division budgets and grant-funded programs.
- Perform administrative, management, program and other analysis assignments in accordance with established procedures and practices.
- Write contracts for services and goods for approval by Department Head through City Manager approvals.
- Prepare and process purchase requisitions and change orders for services and goods for approval by Department Head through City Manager approvals.
- Process contractor and service invoices for payment; including detailed review and analysis of invoice to ensure that charges are correct and consistent with work done.
- Review certified payroll reports for construction projects.
- Write staff reports for presentation to City Council.
- Review, edit and proofread other staff members' reports for presentation to City Council.
- Prepare exhibits and attachments for staff reports, with high attention to the accuracy of detailed data from multiple sources.
- Conduct research, analyze data and draft policy and procedure documents to address identified needs and issues

2003 - 2006 **Masson & Associates, Inc.** ***Operations Manager***
Civil Engineering and Land Surveying Firm

- Create, write, edit and enforce standard operating procedures managing daily operations and the activities of administrative personnel including standard operating procedures for all business correspondence.
- Engage in promoting good will for the company by writing or selecting favorable publicity material and releasing it through various communications media.
- Research market conditions in local, regional, or national areas to determine potential sales of services.
- Provide training and assistance on a daily basis to ensure proper procedures are followed.
- Proofread and edit all business correspondence, checking for grammatical, punctuation, style and formatting errors.
- Provide quality assurance reviews of all marketing materials.
- Ensure all technical documents such as Due Diligence Reports are free of any typographical, grammatical, and punctuation errors.
- Write, edit, place and track job advertisements.
- Write, edit and format Corporate Statement of Qualifications and routinely revise based on target client.
- Responsible for maintaining updated database of all departmental job descriptions for existing positions and creating new ones for new position.
- Assist in the analysis of data from survey sources to determine salary competitiveness.
- Maintain electronic and manual employee benefits records for employees.
- Maintain employee manual and update as needed to ensure compliance.
- Suggest advertising placement.
- Organize special events.

Exhibit B-2

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@ hotmail.com 858.775.9318

1998-2003 **Mentus, *Office Manager***
Biotechnology Marketing Firm

- Proofread and edited all written material.
- Provided administrative support to five partners.
- Assisted with the dissemination of press releases four times monthly.
- Assisted media buyer with preliminary calls to publications for mechanical specifications, ad rates and editorial calendars.
- Assisted in creation of media plans.
- Assisted in client and product naming on a project basis.
- Coordinated travel for five employees, including CEO and Vice President of Creative, on a monthly basis.
- Organized special events for employees, clients and vendors, including, but not limited to annual holiday party for more than 60 guests.
- Created FileMaker Pro databases for prospecting new clients, travel coordination, and directory sales.
- Organized direct mailings to over 1,000 contacts.
- Facilitated, in conjunction with CFO, accounts payable and receivable, deposits, and the collection of past due accounts.
- Conducted ongoing Internet research for competitors of 30-plus current clients as well as researched industry trends.
- Coordinated weekly direct mailings to prospective clients for marketing team.
- Conducted orientation and training of newly hired employees.
- Updated Media Map and Online Media Atlas databases (web based data management program).

Education

San Diego State University, San Diego, CA

- Certification in Event and Meeting Planning
- Certification in Strategic Marketing in Action

University of San Diego, San Diego, CA
Sarah Lawrence College, Bronxville, NY

Professional Training Seminars

- Effective Proofreading and Business Writing, SkillPath Seminars
- Winning Proposals and Presentations, PSMJ
- Notary Public, State of California through 2010
- Strategies for Public Sector Contracting, Metropolitan Water District/San Diego County Water Authority
- Navigating the Maze of Leaves of Absence, Strategic HR
- Improving Employee Performance through Coaching, Strategic HR
- How to Manage the Front Desk, Skill Path Seminars

Computer Skills

Microsoft Office (including Project 2003, Publisher, Word, Excel, Outlook, PowerPoint), Adobe Acrobat, Internet, JD Edwards OneWorld

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

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MV00112560

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.
4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

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Revised 10/13/09

EXHIBIT "D"

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MV00112562

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto.

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

BACKGROUND

On July 8, 2008, the City Council approved the "Agreement for Professional Consultant Services" with SA in the amount of $350,000 for temporary professional consultant services for the Capital Projects Division. On February 10, 2009, City Council approved the "First Amendment to Agreement for Professional Consultant Services" with SA for an additional $350,000. On November 11, 2009, the City executed the "Second Amendment to Agreement for Professional Consultant Services" with SA for a time extension only. On November 18, 2010, the City executed the "Third Amendment to Agreement for Professional Consultant Services" with SA for an additional time extension, extending the termination date of the contract to December 31, 2011.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require dedicated, knowledgeable, and efficient technical engineering support with experience in assisting with these types of projects.

SA Associates staff, in the capacity of in-house technical consultant, will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with mapping including plot preparation and reproduction, preparation of project schedules, utility coordination, and other technical engineering related tasks as necessary for the successful completion of the projects. Such technical services will be rendered for other funded CIP projects on an as-needed basis.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes extensive designing and drafting utilizing Auto Cad 3D Civil software, preparation of legal descriptions, plats, and boundary closures in coordination with right of way agents, and preparation of engineering cost estimates for multiple uses including the Development Impact Fee (DIF) Nexus Study Report. In addition, consultant staff has been integral in the securing of $1.3 million in grant monies including $900,000 for the Highway Safety Improvement Program (HSIP), $170,000 for the Bicycle Transportation Account (BTA), and $254,000 for the Safe Routes to School Program (SR2S).

The consultant staff has a long-standing and proven track record of providing exceptional support to projects such as the School Walkway Infill, Public Safety Building Tenant Improvements and Expansion, Emergency Operations Center construction, and Iris Street Improvements. The consultant staff also provides technical services for the 5-year Capital Improvements Plan (CIP) and will continue to assist with the design of Street Improvement Program (SIP) and Citywide Annual Pavement Resurfacing Program Plans.

The consultant will work on a full-time, 36-hour per week schedule. The Agreement termination date is extended to June 30, 2013.

ALTERNATIVES

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and authorize a Change Order to increase the

Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and do not authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The current Amendment to the Agreement for Professional Consultant Services will be expended by September 2011. This proposed "Fourth Amendment to Agreement for Professional Consultant Services" with SA in the amount of $185,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The new agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$75,000
Perris Boulevard Widening (Account No. 415.70225)	$32,000
Perris Boulevard Widening (Account No. 415.70125)	$32,000
SR 60 Nason and Moreno Beach Improvements (Account No. 415.70024)	$24,000
Moreno Beach Widening (Account No. 416.83428)	$10,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$185,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Fourth Amendment to Agreement for Professional Consultant Services with SA Associates, Inc. Staff also recommends issuance of a purchase order to SA in the amount of $185,000.00.

ATTACHMENT

Attachment "A" - First Amendment to Agreement for Professional Consultant Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

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FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **SA Associates, Inc.**, a California corporation hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 29, 2008.

Whereas, the Consultant is providing professional consultant services for various projects of the Capital Projects Division.

Whereas, the Agreement was amended on February 10, 2009 to extend the professional consultant services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 11, 2009 to extend the termination date for professional consultant services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 18, 2010 to extend the termination date for professional consultant services in the Third Amendment to Agreement for Professional Consultant Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES

Whereas, it is desirable to amend the Agreement termination date as is more particularly described in Section 1 of this Fourth Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2011 to June 30, 2013 by this Amendment.

1.2 Exhibit "A" to the July 29, 2008 Agreement is hereby amended by adding to the "Scope of Work" section described in Exhibit "A" to this Fourth Amendment, entitled "Amended Scope of Work".

1.3 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $185,000.00, as set forth in the above-referenced "Amended Scope of Work", in consideration of the Consultant's performance of the work set forth in Exhibit "A" to this Fourth Amendment.

1.4 The total "Not to Exceed" fee for this contract is $885,000.00 ($350,000.00 for the original Agreement plus $350,000.00 for the First Amendment to Agreement, plus $0.00 for the Second and Third Amendments to Agreement, plus $185,000.00 for the Fourth Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

SA Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Amended Scope of Work

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Revised Feb 2009

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MV00112570

Amended Scope of Work

Summary Scope of Work for Professional Consultant Services

SA Associates, Inc. staff will work as directed by the City Engineer in accordance with Page 1 of Exhibit "A" (inclusive of all miscellaneous reimbursable expenses, such as mileage, phone calls, etc.). The City may assign a variety of projects and tasks to the assigned SA Associates, Inc. staff members. The City Engineer has the right to review any proposed personnel replacement or additions and associated rate changes.

In addition to the scope of work defined in Exhibit "A" of the July 29, 2008 Agreement for Professional Consultant Services, the scope of work is amended as follows:

Tasks

1) Work on a variety of tasks and projects as assigned by the City Engineer.

2) The total "Not-to-Exceed" fee for the aforementioned services is $885,000 ($350,000 for original Agreement in July 2008, plus $350,000 for First Amendment to Agreement in February 2009, plus $0.00 for the Second and Third Amendments to Agreement in November 2009 and November 2010 respectively, plus $185,000 for the Fourth Amendment to Agreement).

3) The current assignment involves Deepak Solanki, Technical Consultant, at $75 per hour on an as-needed basis.

EXHIBIT "A"

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MV00112572

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL - APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD)

RECOMMENDED ACTION

Staff recommends that the City Council:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

BACKGROUND

On May 25, 2010 the City Council approved acquisition of the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. The City acquired title to the property on July 29, 2010. The house on the property was demolished in May 2011 to make way for the proposed improvements. The property was acquired utilizing TUMF funds due to the direct transportation corridor related improvements that are required.

DISCUSSION

The improvements fronting this property along Ironwood Avenue and Davis Street will include a new curb ramp, sidewalks, and the relocation of power poles fronting Ironwood Avenue. The ultimate public right of way will be 44 feet from the centerline

along Ironwood Avenue and 33 feet from the centerline along Davis Street at the northwest corner.

The original lot size was 7,759 square feet, and purchased at $124,500. The ultimate improvements at the northwest corner of Ironwood Avenue and Davis Street, abutting to this property will occupy 2,534 square feet. The remaining vacant land, with an area of 5,225 square feet, is excess, not needed for public purposes, and considered a substandard residential lot in the current zone R5. The potential use and development of this remaining land is very limited but a single family home may be constructed subject to review and approval of a variance by the Planning Division. If the City retains ownership and the land remains vacant, it will require periodic on-going maintenance and weed abatement services most likely funded with General Fund monies as the surplus property is not needed for transportation related purposes. Therefore, City Council is being asked to set a public hearing date for August 23, 2011 at 6:30 p.m. at City Hall to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222. If there are no issues identified at the public hearing, the property would be offered for sale to qualified public agencies within a 60-day time frame. If there is no interest from a qualified public agency, the City could but would not be obligated, to put the property up for sale to the public at the expiration of the 60-day period.

The hearing is required by California Government Code, Section 37422. If City Council approves setting the hearing date, the Resolution will be published in the Press Enterprise, and the Resolution will be posted at the real property.

ALTERNATIVES

1. Adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative would allow the City to have a hearing to potentially sell the excess land.*

2. Do not adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative will result in delaying or stopping the potential sale of excess land.*

FISCAL IMPACT

There is no material fiscal impact to the adoption of the Proposed Resolution.

SUMMARY

The City acquired the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the

Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. Once the improvements are constructed, the remaining property area of 5,225 square feet can be disposed of as surplus property. If the City retains ownership of this property, it would require periodic on-going maintenance and weed abatement services. Therefore, City Council is being asked to set a public hearing date to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Proposed Resolution

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Henry - 06-50182625 Ironwood - Heacock to Perris\CC Reports\Real Property\7-12-11 Resolution for Surplus Land Sale APN 475-272-054 b.doc

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MV00112576

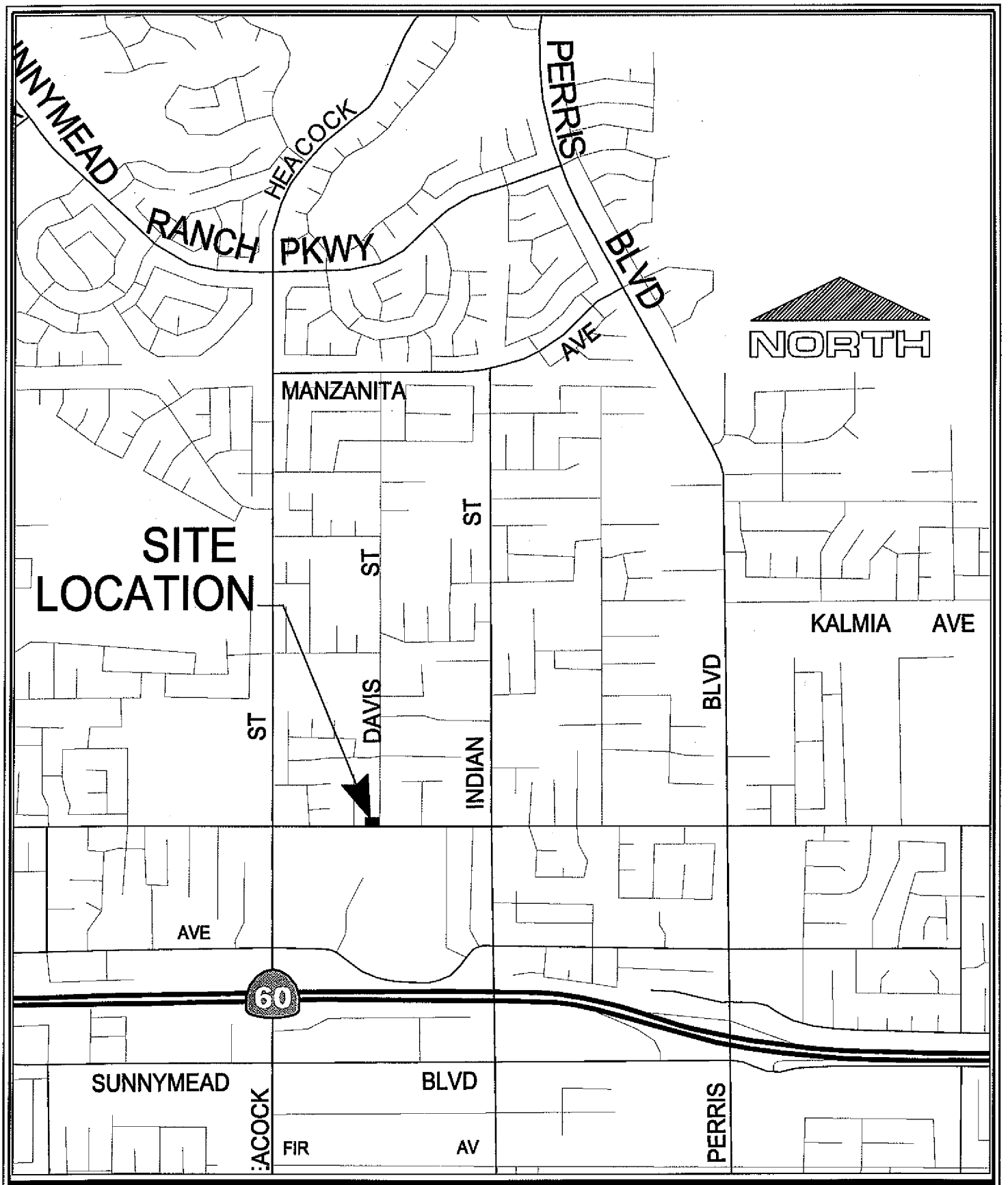

LOCATION MAP

Scale: None

ATTACHMENT "A"

11987 DAVIS STREET

APN 475-272-054

EXCESS PROPERTY- 0.12 ACRES

Item No. A.20

MV00112577

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MV00112578

RESOLUTION N0. 2011-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND CONVENIENCE REQUIRE THE SALE OF A REMAINDER PARCEL EXCESS TO PUBLIC USE.

WHEREAS, the City Council of the City of Moreno Valley desires to sell the remainder parcel APN 475-272-054, total area of 5,225 square feet, as described in Exhibit "A", that is attached hereto; and

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

1. The time and place for hearing protests to the sale of said real property shall be held on August 23, 2011, at 6:30 p.m. at City Hall, located at 14177 Frederick Street, Moreno Valley, California.
2. The City Council finds that the public interest and convenience require the sale of the subject real property for the following reasons:
    a) The real property is excess to that needed for public purposes; and
    b) There is an on-going cost to maintain and weed abate if ownership is retained by the City; and
    c) It is advantageous to return the property to private ownership for use and maintenance.
3. The City Clerk shall publish a copy of this Resolution in the Press Enterprise, a daily newspaper and shall cause a copy of said Resolution to be posted at the real property.

Resolution No. 2011-74
Date Adopted: July 12, 2011

Attachment "B"

4. At the hearing, any interested person may protest to the proposed sale. Any protests must be overruled by a 4/5ths vote of the Council members.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-74
Date Adopted: July 12, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00112582

LEGAL DESCRIPTION

In the City of Moreno Valley, that remainder parcel of land being a portion of lot 63 as shown on the map of Moreno Acres, filed in Book 11 of Maps, Page 53, records of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the southwestly corner of the east half of the east half of said lot 63; thence North 00°07'15" East, a distance 14 feet to a point 44 feet northly of the centerline of Ironwood Avenue, said point being the **TRUE POINT OF BEGINNING**;

Thence North 00°07'15" East, 41.50 feet along the east property line; thence N 89°50'30" East, 132.48 feet along the north property line to a point on a line parallel with and distant 33.00 feet westerly of Davis Street centerline; thence South 00°06'30" West, 18.66 feet along said line; thence Southwestly, a distance of 33.13 feet to a point on a line parallel with and distant 44.00 feet northerly of Ironwood Avenue centerline; thence South 89°50'30" West, a distance of 108.60 feet, more or less, along said last mentioned parallel line to the **TRUE POINT OF BEGINNING.**

The land described herein contains approximately 5,225 square feet (0.12 acres).

See Sheet 2 of 2 for a plat depicting the above described property.

APN: 475-272-054

CITY OF MORENO VALLEY,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
POR. LOT 63 ON MAP OF MORENO ACRES
BOOK 11 PAGE 53

EXHIBIT "A"
SHEET 2 OF 2

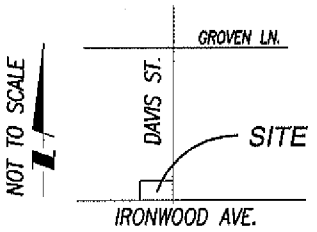

VICINITY MAP

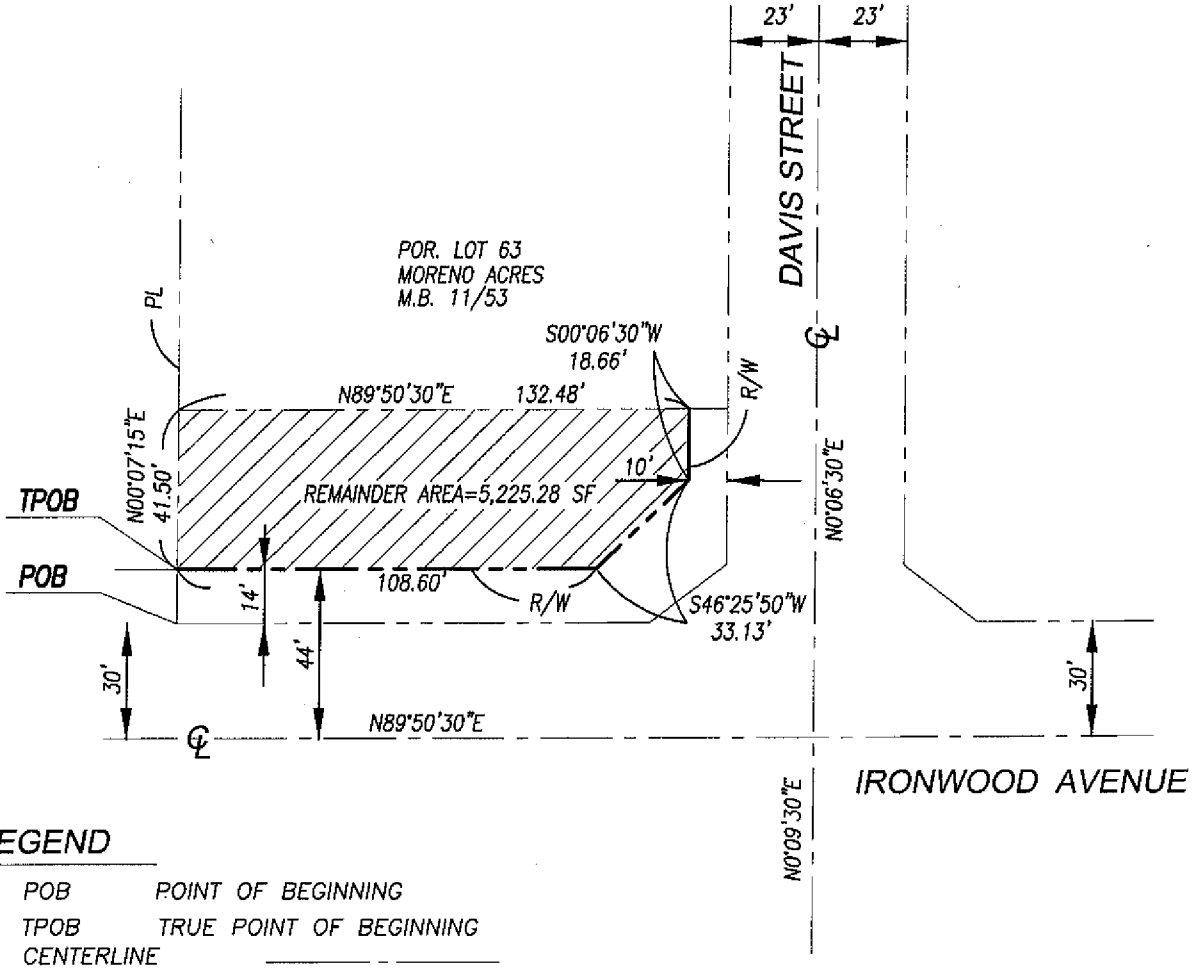

SCALE: 1"=50'

LEGEND

1. POB — POINT OF BEGINNING
2. TPOB — TRUE POINT OF BEGINNING
3. CENTERLINE
4. EXISTING ROW
5. NEW ROW
5. PROPERTY LINE

REMAINDER AREA = 5,225.28 SF

CITY OF MORENO VALLEY

PREPARED FOR:

PLAT MAP FOR
11987 DAVIS STREET
APN 475-272-054

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	-$1.68	-2.03%	-$3.52	-3.39%
1,000 kWh usage	-$6.56	-3.64%	-$9.02	-4.12%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	-$43.64	-7.86%	-$24.11	-5.74%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	-$407.22	-7.61%	-$133.35	-4.11%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	-$5,369.69	-7.70%		
392,333 kWh usage, Demand of 666 kW			-$2,087.99	-5.48%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	-$2.83	-4.77%	-$2.83	-4.77%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$147.57	-1.15%	-$147.57	-1.15%
Schedule SL-1 22,000 Lumen (317 lights)	-$160.97	-2.89%	-$160.97	-2.89%
Schedule SL-2 27,500 Lumen (139 lights)	-$103.49	-5.88%	-$103.49	-5.88%
Schedule SL-3 (per lamp)	$2.18	0.51%	$2.18	0.51%

If approved by the City Council, these changes will become effective at 12:00 a.m. on July 13, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be a reduction in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\Electric Utility\Administration - Finance\Staff Reports\2011 SR's\SR - Rate and Rules Adjustments 12 July 2011.doc

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MV00112590

RESOLUTION NO. 2011-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Resolution No. 2011-75
Date Adopted: July 12, 2011

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-75
Date Adopted: July 12, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

Resolution No. 2011-75
Date Adopted: July 12, 2011

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MV00112594

Canon

Canon Financial Services, Inc.

CONVERSION ADDENDUM

RE: Agreement Number See Attachment **(Existing Agreement) and**
Application Number _____ **(New Agreement)**

This Conversion Addendum ("Addendum") is entered into by and between Canon Financial Services, Inc. ("CFS") and City of Moreno Valley ("Customer") and is effective as of the date set forth below (the "Effective Date").

RECITALS

A. CFS and Customer are parties to that certain agreement (whether designated a Lease, Rental Agreement, Master Agreement Schedule, or otherwise) with the agreement number indicated above ("Existing Agreement") for the lease or rental of certain equipment ("Existing Equipment").

B. The initial term of the Existing Agreement has expired or will soon be expiring, and the Existing Agreement is currently or will soon be in a in a renewal term.

C. Canon Business Solutions, Inc. ("CBS") and Customer are also parties to that certain Facilities Management Agreement with the application number indicated above ("New Agreement"; and together with the Existing Agreement, the "Agreements") for the lease or rental of certain other equipment and the provision of certain services ("New Equipment").

D. As of the Effective Date, the New Equipment has not been delivered to Customer, and therefore the lease or rental of the New Equipment and the provision of services under the New Agreement has not commenced.

E. CFS and Customer desire to amend the Existing Agreement and the New Agreement to allow for the equipment lease portion of the Payments (as defined in the Existing Agreement) coming due during the renewal term of the Existing Agreement (collectively, the "Renewal Payments") that are due and paid during the Credit Period (defined below) to be applied to the New Agreement once the New Equipment has been delivered to and accepted by Customer, all pursuant to the terms and conditions of this Addendum.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, CFS and Customer agree as follows:

1. During the period beginning on the Effective Date and ending on the date the New Equipment has been delivered to and accepted by Customer under the New Agreement (such period, the "Credit Period"), the Existing Agreement shall remain in effect pursuant to the applicable renewal provisions thereof. Customer shall continue to make its renewal term Payments to CFS under the Existing Agreement during the Credit Period.

2. When the New Equipment is delivered to Customer, Customer shall inspect and accept the New Equipment pursuant to the terms of the New Agreement. At such time, the Existing Agreement shall terminate, Customer shall return or purchase the Existing Equipment pursuant to the terms of the Existing Agreement, and the New Agreement shall commence.

3. Upon termination of the Existing Agreement and commencement of the New Agreement, CFS shall pay over to CBS the equipment lease portion of all Renewal Payments due under the Existing Agreement during the Credit Period and paid to CFS during the Credit Period (collectively, the "Credit Period Payments") to be applied by CBS to the payments that come due under the New Agreement. The Credit Period Payments shall not include (a) any amounts other than the equipment lease portion of the Payments under the Existing Agreement or (b) past due payments that were due prior to the Credit Period but received by CFS within the Credit Period. For example, and not by way of limitation, property taxes, late charges, insurance, overages, maintenance, and other such amounts shall not be deemed Credit Period Payments hereunder. For the avoidance of doubt, only the equipment lease portion of amounts that are both (i) due under the Existing Agreement during the Credit Period and (ii) received by CFS during the Credit Period will be credited to the New Agreement. In addition, if the Existing

Agreement is being upgraded into multiple transactions, only one of which is the New Agreement, only the portion of the payments made under the Existing Agreement with respect to Existing Equipment that is being upgraded to New Equipment under the New Agreement will be credited to the New Agreement. The eligible amount and Existing Equipment are listed below the signature blocks below.

4. Once all of the Credit Period Payments received by CFS have been applied to payments that have come due under the New Agreement, Customer will receive invoices from CBS for amounts due under the New Agreement for the remainder of the term (and any renewal term) of the New Agreement. Customer acknowledges that the first invoice Customer receives from CBS may be for less than a normal full monthly payment under the New Agreement, depending on the total amount of Credit Period Payments being applied; in such a case, the subsequent invoice would be for the normal full monthly payment under the New Agreement.

5. If Customer rejects the New Equipment for any reason, or otherwise cancels the New Agreement prior to its commencement, CFS shall be entitled to retain the Credit Period Payments as consideration for the use of the Existing Equipment during the Credit Period.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreements and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreements, the provisions of this Addendum shall in all respect govern and control.

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND DEALER AND ACCEPTED BY CFS.

CFS:	Customer:
CANON FINANCIAL SERVICES, INC. By:_____ Title:_____ Date:_____	_____ (Customer Legal Name) By:_____ Printed Name:_____ Title:_____
Acknowledged and Agreed by CBS: **CANON BUSINESS SOLUTIONS, INC.** By: [signature] Printed Name: David Dunn Title: Director Business Operations	By:_____ Printed Name:_____ Title:_____

CITY ATTORNEY
Approved as to Form

By: [signature] 6/29/11
Date

TO BE COMPLETED BY DEALER:
(check one)

- ☒ All Existing Agreement renewal payments to be credited to New Agreement. (100% Qualifying Equipment)
- ☐ Partial Existing Agreement renewal payments to be credited to New Agreement:
  - Payment amount under Existing Agreement: $_____ per billing period + applicable use taxes
  - Amount eligible as Credit Period Payments: $_____ per billing period + applicable use taxes
    (Contact CFS to verify portion of payment eligible for credit.)

List of eligible Existing Equipment:
See City of Moreno Valley/ Canon Amendment #4

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: July 12, 2011

TITLE: Approve Three-Year Agreement with Canon Business Solutions to Extend the Current Copier Contract

RECOMMENDED ACTION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

SUMMARY

In June of 2006 the City awarded the copier agreement to the Canon Copier Company from the Request for Proposal No. 05/06-08. Canon has worked closely with the city to provide the latest technology for copying, printing and scanning from their machines. Canon support staff is very responsive and work well with city staff on handling any problems or concerns. The current and proposed extension agreement includes both a cost-per-copy and annual maintenance agreement.

BACKGROUND

The Purchasing & Facilities Division has the responsibility to provide copy machines and their necessary maintenance for City offices. The copier fleet consists of 26 machines throughout city facilities. The City utilizes the cost-per-copy method that allows for a not-to-exceed amount of copies per quarter. Payment for all copier operational costs is handled through division operating budgets via the internal service fund charge-back system. When applicable, overage copy counts are added to the base amount on a quarterly basis.

Digital state-of-the-art technology in modern copy machines provide electronic networking which will allow staff to send print to a copier from the desktop when desired. Additionally, scanning to server capabilities is built into the copiers. The agreement provides fixed base pricing for the duration of a three-year period based on a year-by-year annual approved encumbrance in the City budget. The agreement provides that the City may upgrade, add or delete functions, services or products to the program as needs change throughout the contract period.

DISCUSSION

During the city's effort of asking for vendor participation in a 10% pricing reduction, the Canon company offered a 23.75% ($9,538 per month vs. $7,273 per month) overall decrease in exchange for our three-year extension agreement. This represents a monthly savings of $2,265 and translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. Additionally, Canon will exchange a total of six existing older machines for brand new copiers, at no cost to the city, due to excessive meter counts.

ALTERNATIVES

1. Staff recommends that the City Council award the three-year extension agreement to Canon Business Solutions in the total amount of $261,828 as being in the best interest of the City.

2. Elect to not award the three-year extension agreement copier agreement to Canon and provide further direction to staff.

FISCAL IMPACT

Approval of Alternative No. 1 will obligate the City to a base annual expenditure in Account Number 00754.75440.6281 of:

- $174,552 ($87,276 for each of years one and two). These funds are provided for in the City Manager's recommended FY 2011/2012 and FY 2012/2013 budgets.
- $87,276 where budgets are subsequently approved in FY 2013/2014.

Approving this contract extension represents monthly savings of $2,265 from the existing base contract cost. This translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. This contract directly affects the Internal Service Fund – Facilities.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

ATTACHMENTS/EXHIBITS

Prepared By:
Name Rix Skonberg
Title Purchasing & Facilities Division Manager

Department Head Approval:
Name Richard Teichert
Title Financial & Administrative Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AMENDMENT TO FACILITIES MANAGEMENT AND SERVICE AGREEMENT

This AMENDMENT No. 4 ("Amendment") is effective as of July 1, 2011 ("Effective Date") and supplements/modifies the Facilities Management and Service Agreement dated June 19, 2006, as amended (collectively, the "Agreement") between Canon Business Solutions Inc. ("CBS") and **the City of Moreno Valley** ("Customer") as follows:

1. All defined terms shall have the meanings set forth in the Agreement unless expressly defined herein.

2. Paragraph 2 of the Preamble of the Agreement is striken in its entirety and superseded by the following: Customer has during the term of the Agreement acquired by lease from a third party (or previously owned) the Items of equipment referenced in Addendum A to the Agreement ("Customer Owned Equipment").

3. As of the effective date, CBS agrees to provide to the Customer equipment ("Equipment") and FM Services for the Equipment and Customer Owned Equipment under the terms and conditions of the Agreement and as supplemented by this Amendment for an additional term of thirty-six (36) months concluding on July 5, 2014. The base quarterly charge shall be increased from $6,667.48 to $21,819.00, plus applicable taxes.

4. CBS will continue to provide the FM Services to the Customer Owned Equipment listed on Exhibit A currently on Customer site(s).

5. CBS will add the following Equipment in connection with the ongoing provision of FM Services under the Agreement :

Location	Model
CDD-Graphics Rm 104	IR 6065
Finance Rm 246	IR 6065
Doc Imaging Rm 207	IR 6065
Recreation Center 1st Floor	IR 6065
Police Dept	IR 6065
Employment Resource Center	IR 6065

The configuration for each main unit will be as follows:

Item Description	Item Code
IMAGERUNNER ADVANCE 6065 V2 BASE MODEL	3892B011
STAPLE FINISHER-E1	3894B001
PCL PRINTER KIT-AJ1 ELAN	3905B005
PS PRINTER KIT-AJ1 ELAN	3906B006
ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	1972V064
ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D	1972V073

6. Customer hereby authorizes CBS to pick up the equipment listed below. Customer acknowledges that this equipment will be shipped to Canon Financial Services, Inc. and CBS' sole obligation is to use commercially reasonable efforts to pick-up and remove the return equipment and to arrange, on your behalf and at CBS' expense and risk (but only to the extent of obvious damage in transit), for the shipment of the equipment to Canon Financial Services, Inc.

Location	Remove Model	S/N
CDD-Graphics Rm 104	IR6570	SLP12175
Finance Rm 246	IR6570	SLP12176
Doc Imaging Rm 207	IR6570	SLP12333
Recreation Center 1st Floor	IR6570	SLP12434
Police Dept	IR6570	SLP12929
Employment Resource Center	IR5000	NRL03962

7. Customer agrees to the following per impression charges :
   $0.00716 per black and white impression in excess of 750,000 impressions per quarter; and
   $0.0484 per color impression in excess of 14,000 impressions per month.

   An 11 X 17 image shall count as two images

8. Customer agrees that CBS will issue a check in the amount of $37,225 ("Buy-Out Reimbursement") which will be paid directly to Canon Financial Services by CBS. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for early termination of the lease of Customer Owned Equipment noted in Section 6 above and in Exhibit A. Customer acknowledges and agrees that CBS' financial obligation with respect to the Buy-Out Reimbursement is limited to Thirty Seven Thousand Two Hundred Twenty Five ($37,225), and that Customer is responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. In the event, Customer cancels the Agreement prior to the end of the then current term, Customer agrees to pay CBS the pro-rata amount of the Buy-Out Reimbursement based on the number of months remaining in the then current term.

9. The following supplemental terms and conditions are hereby added to the Agreement:
   i. CBS shall have full and free access to the Equipment and Customer Owned Equipment to provide service thereon and to perform meter readings. In addition, Customer authorizes CBS to use networked features of the Equipment and Customer Owned Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment and Customer Owned Equipment over Customer's network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. If CBS does not receive Customer's timely meter readings, Customer agrees to provide meter readings in accordance with the applicable billing cycle for each unit of Equipment and Customer Owned Equipment as specified in this Agreement.
   ii. Customer agrees neither to make any alteration in the Equipment nor to remove it from the location where installed by CBS without prior written approval of CBS. Customer shall bear all risk of loss or damage to Equipment while on Customer's premises. Customer further agrees to return the Equipment at the end of the Term in the same condition as when received except for reasonable wear and tear.
   iii. Title to the Equipment shall remain at all times with CBS, and the Customer agrees that the CBS plaque affixed to the Equipment will not be removed. Customer agrees to keep the Equipment free from all liens, security interests and encumbrances. CBS is hereby authorized to file a financing statement to evidence its ownership in the Equipment in the possession of the Customer.

iv. CBS warrants that it is the owner of the Equipment and that it has the right to perform the Services. Except for the foregoing warranty, CBS' OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, AND CBS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE SERVICES.

v. Provision of toner includes replenishment of consumables for Equipment and Customer Owned Equipment only. Customer shall be deemed to have materially defaulted under the terms of this Agreement if any supplies provided hereunder are used for other than Equipment and Customer Owned Equipment supplied by CBS or for Customer Owned Equipment under the FM Services of the Agreement. In the event that usage of any such consumable supplies provided hereunder exceeds manufacturer specifications for conventional office imaging coverage by more than 10%, CBS may invoice Customer for such excess usage.

vi. If Customer fails to pay any invoice within thirty days of the Invoice date, Customer shall pay a monthly late charge equal to the lesser of one and one-half percent (1.5%) of the overdue amount, or the maximum amount allowed by law.

vii. Customer acknowledges that the hard drive on the Equipment and Customer Owned Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CBS, if any, is purely incidental to the services performed by CBS. Neither CBS nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CBS or any leasing company. Customer is solely responsible for: (i) compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from CBS at current rates an available option for the Equipment and Customer Owned Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive).

10. The following will be of no force or effect if the Customer is not a State or a Political Subdivision of a state within the meaning of Section 103(C) of the Internal Revenue Code of 1986, as amended.

i. The Customer warrants that it has funds available to pay the payments ("Payments") payable pursuant to Agreement between Customer and CBS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CBS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the CBS for the Equipment, Customer may, upon prior written notice to CBS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CBS, in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CBS due thereafter, provided: (1) the Equipment is returned to CBS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor. In the event Customer returns the Equipment pursuant to the terms herein, CBS shall retain all sums paid by Customer. Customer's Payment obligations in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

ii. The undersigned represents and warrants to CBS that all action required to authorize the execution and delivery of this Amendment on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect.

11. For any and all amendments to the Agreement with regard to the provision of Equipment to Customer, whether entered into before, during or after the effective date of this amendment and where the expiration date of such amendment falls after the expiration date of the Agreement, the expiration date of the amendment shall control, unless the amendment expressly states that it is coterminous with the Agreement.

12. Customer agrees that CBS may accept an electronic image of this Amendment as an original, and that electronic copies of your signature will be treated as an original for all purposes.

13. Except as supplemented/modified hereby, all terms of the Agreement remain in full force and effect and are ratified and confirmed in all respects.

IN WITNESS WHEREOF, each of the undersigned have caused this AMENDMENT to be executed by their duly authorized officials effective the Effective Date, intending to be legally bound hereby.

CANON BUSINESS SOLUTIONS, INC.	City of Moreno Valley
By: [signature]	By: _____
Name: Timothy Robinson	Name: _____
Title: VP Operations	Title: _____
Date: 7/5/11	Date: _____

Approved Bus Ops
BAV
6/29/11

CITY ATTORNEY
Approved as to Form
By: [signature] 6/29/11
Date

Item No. A.22

Amendment 4 - Exhibit A

Room	Building	Model	Serial
Behind Front Counter	City Hall 1st Floor	IR3570	SKV55637
CDD-I.T side of foyer, Rm 132	City Hall 1st Floor	IR5570	SLQ22472
CDD - Graphics Rm 104		IRC2620	SHP10670
Small rm near Cap Prjcts Rm 253	City Hall 2nd Floor	IR3570	SKV55633
Finance Audit Rm 203	City Hall 2nd Floor	IR3570	SKV65067
City Clerk, outside door		IR2270	SLH27585
Storage next to Dco Img Rm 208		IR5570	SLQ22668
Front Office	City Yard 1st Floor	IR3570	SKV55636
1st Floor	Animal Services	IR3570	SKV55484
1st Floor	Senior Center	IR3570	SKV55491
1st Floor	Public Library	IR2270	SLH27639
	Recreation Center 1st Floor	IR3570	SKV55487
1st Floor Ste 1-3	TS Annex	IR2270	SLH27642
1st Floor Ste 4	Facilities	IR2270	SLH27597
1 st Floor Ste 9	Enterprise Services	IR3570	SKV55645
Whse Office	City Yard 1st Floor	IR2020	KRR05658
Volunteer Services - off chamber lobby	City Hall 1st Floor	IR2020	KRR05565
S.T.A.R.S	Employment Resourse Center	IR3570	SKV55471
Volunteer Services - off chamber lobby	Emergency Operations	IR3035	MUP07387
Police Dept	PD Accounting	IR3035	MUP11450

Approved Bus Ops

Canon

Canon Financial Services, Inc.

CONVERSION ADDENDUM

RE: Agreement Number See Attachment **(Existing Agreement) and**
Application Number _____ **(New Agreement)**

This Conversion Addendum ("Addendum") is entered into by and between Canon Financial Services, Inc. ("CFS") and City of Moreno Valley ("Customer") and is effective as of the date set forth below (the "Effective Date").

RECITALS

A. CFS and Customer are parties to that certain agreement (whether designated a Lease, Rental Agreement, Master Agreement Schedule, or otherwise) with the agreement number indicated above ("Existing Agreement") for the lease or rental of certain equipment ("Existing Equipment").

B. The initial term of the Existing Agreement has expired or will soon be expiring, and the Existing Agreement is currently or will soon be in a in a renewal term.

C. Canon Business Solutions, Inc. ("CBS") and Customer are also parties to that certain Facilities Management Agreement with the application number indicated above ("New Agreement"; and together with the Existing Agreement, the "Agreements") for the lease or rental of certain other equipment and the provision of certain services ("New Equipment").

D. As of the Effective Date, the New Equipment has not been delivered to Customer, and therefore the lease or rental of the New Equipment and the provision of services under the New Agreement has not commenced.

E. CFS and Customer desire to amend the Existing Agreement and the New Agreement to allow for the equipment lease portion of the Payments (as defined in the Existing Agreement) coming due during the renewal term of the Existing Agreement (collectively, the "Renewal Payments") that are due and paid during the Credit Period (defined below) to be applied to the New Agreement once the New Equipment has been delivered to and accepted by Customer, all pursuant to the terms and conditions of this Addendum.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, CFS and Customer agree as follows:

1. During the period beginning on the Effective Date and ending on the date the New Equipment has been delivered to and accepted by Customer under the New Agreement (such period, the "Credit Period"), the Existing Agreement shall remain in effect pursuant to the applicable renewal provisions thereof. Customer shall continue to make its renewal term Payments to CFS under the Existing Agreement during the Credit Period.

2. When the New Equipment is delivered to Customer, Customer shall inspect and accept the New Equipment pursuant to the terms of the New Agreement. At such time, the Existing Agreement shall terminate, Customer shall return or purchase the Existing Equipment pursuant to the terms of the Existing Agreement, and the New Agreement shall commence.

3. Upon termination of the Existing Agreement and commencement of the New Agreement, CFS shall pay over to CBS the equipment lease portion of all Renewal Payments due under the Existing Agreement during the Credit Period and paid to CFS during the Credit Period (collectively, the "Credit Period Payments") to be applied by CBS to the payments that come due under the New Agreement. The Credit Period Payments shall not include (a) any amounts other than the equipment lease portion of the Payments under the Existing Agreement or (b) past due payments that were due prior to the Credit Period but received by CFS within the Credit Period. For example, and not by way of limitation, property taxes, late charges, insurance, overages, maintenance, and other such amounts shall not be deemed Credit Period Payments hereunder. For the avoidance of doubt, only the equipment lease portion of amounts that are both (i) due under the Existing Agreement during the Credit Period and (ii) received by CFS during the Credit Period will be credited to the New Agreement. In addition, if the Existing

Agreement is being upgraded into multiple transactions, only one of which is the New Agreement, only the portion of the payments made under the Existing Agreement with respect to Existing Equipment that is being upgraded to New Equipment under the New Agreement will be credited to the New Agreement. The eligible amount and Existing Equipment are listed below the signature blocks below.

4. Once all of the Credit Period Payments received by CFS have been applied to payments that have come due under the New Agreement, Customer will receive invoices from CBS for amounts due under the New Agreement for the remainder of the term (and any renewal term) of the New Agreement. Customer acknowledges that the first invoice Customer receives from CBS may be for less than a normal full monthly payment under the New Agreement, depending on the total amount of Credit Period Payments being applied; in such a case, the subsequent invoice would be for the normal full monthly payment under the New Agreement.

5. If Customer rejects the New Equipment for any reason, or otherwise cancels the New Agreement prior to its commencement, CFS shall be entitled to retain the Credit Period Payments as consideration for the use of the Existing Equipment during the Credit Period.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreements and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreements, the provisions of this Addendum shall in all respect govern and control.

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND DEALER AND ACCEPTED BY CFS.

CFS:	Customer:
CANON FINANCIAL SERVICES, INC. By:_____ Title:_____ Date:_____	_____ (Customer Legal Name) By:_____ Printed Name:_____ Title:_____
Acknowledged and Agreed by CBS: **CANON BUSINESS SOLUTIONS, INC.** By:_____ Printed Name:_____ Title:_____	By:_____ Printed Name:_____ Title:_____

CITY ATTORNEY
Approved as to Form

By: _____ 6/27/11
Date

TO BE COMPLETED BY DEALER:
(check one)

- ☒ All Existing Agreement renewal payments to be credited to New Agreement. (100% Qualifying Equipment)
- ☐ Partial Existing Agreement renewal payments to be credited to New Agreement:
  - Payment amount under Existing Agreement: $_____ per billing period + applicable use taxes
  - Amount eligible as Credit Period Payments: $_____ per billing period + applicable use taxes
    (Contact CFS to verify portion of payment eligible for credit.)

List of eligible Existing Equipment:
See City of Moreno Valley/ Canon Amendment #4

4827-4551-0409\3 6/16/2011 5:02 PM

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: July 12, 2011

TITLE: STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES

RECOMMENDED ACTION

Staff recommends that the City Council approve the proposed staff assignments in support of Council Member participation with regional agencies.

BACKGROUND

At their May 18, 2011 Goal Setting Workshop, the City Council identified the organization's Strengths, Weaknesses, Opportunities, and Threats (SWOT). While the City's existing transportation corridors were identified as a strength, the lack of adequate infrastructure and planning was acknowledged as a weakness. The City's regional presence was identified as an opportunity. The Council used the results of their SWOT Analysis to develop five prioritized goals, one of which was to "Maximize Transportation and Infrastructure Opportunities."

DISCUSSION

The third prioritized goal developed by the City Council in their May 18 Goal Setting Workshop was to "Maximize Transportation and Infrastructure Opportunities." Actions identified to help achieve this goal included increasing the City's regional presence. A specific task assigned to City staff was to increase staff assistance to the Council as well as increase participation with regional agencies by assigning staff liaisons to each committee. The proposed staff assignments are included in the "2011 City Council Regional Committees & Staff Assignments" attachment.

ALTERNATIVES

1) Approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff recommends this alternative as the proposed staff assignments will assist the City Council in achieving their prioritized goal to maximize transportation and infrastructure opportunities by increasing the City's regional presence.*

2) Not approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff does not recommend this alternative as the proposed action is a task related to the Council-adopted goal to maximize transportation and infrastructure opportunities.*

FISCAL IMPACT

The proposed staff assignments in support of Council Member participation with regional agencies will have no fiscal impact to the City.

COUNCIL GOALS

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

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

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

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

ATTACHMENTS

Attachment: "2011 City Council Regional Committees & Staff Assignments"

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Barry Foster
Community and Economic Director

Concurred By:
Chris Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112610

2011 CITY COUNCIL REGIONAL COMMITTEES & STAFF ASSIGNMENTS

REGIONAL AGENCY:

March Joint Powers Commission (JPC)	STEWART/BATEY	CO
Staff: Community and Economic Development Director		
School Districts/City Joint Task Force	STEWART/MOLINA	CO
Staff: City Manager/Asst City Manager		
Riverside County Habitat Conservation Agency (RCHCA)	BATEY	MOLINA
Staff: Planning Official		
Riverside County Transportation Commission (RCTC)	CO	STEWART
Staff: City Manager/Asst City Manager		
Riverside Transit Agency (RTA)	MOLINA	CO
Staff: Public Works Director/Traffic Engineer		
Western Riverside Council of Governments (WRCOG)	HASTINGS	CO
Staff: City Manager		
Western Riverside County Regional Conservation Authority (RCA)	BATEY	MOLINA
Staff: Planning Official		

WRCOG COMMITTEES:

Executive Committee	Robin Hastings, Chair
Administration & Finance	Robin Hastings, Chair
Technical Advisory Committee	Henry Garcia, Chair
Planning Directors TAC	John Terell
Public Works Committee	Chris Vogt, Chair
Solid Waste Technical Committee	Robert Lemon
Western Riverside County Clean Air Coalition	Robert Lemon
Air Quality Task Force	Eric Lewis, Jeff Bradshaw

RCTC COMMITTEES:

Western Riverside County Programs and Projects Committee	Marcelo Co
San Jacinto Branch Line Ad Hoc Committee	Marcelo Co
Technical Advisory Committee	Chris Vogt

Attachment 1

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MV00112612

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,729,200 to Hardy & Harper, Inc. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

DISCUSSION

The project included the resurfacing of six (6) streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Hardy & Harper's contracted work included removing existing asphalt concrete pavement, resurfacing with cold-in-place recycling (CIPR), pavement overlaying with rubberized asphalt concrete, reconstructing a number of access ramps along the listed streets to ADA requirements, re-establishment of traffic signal detector loops, utility covers, manholes, and re-striping. The resurfacing extends the life of the streets and provides a smoother riding surface.

The Contractor has completed all the paving work and anticipates completing the construction by mid July 2011. Staff anticipates the final contract cost will be approximately $1,631,000 which does not exceed the approved purchase order amount of $1,729,000. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works

Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project was included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase 1 (being constructed concurrently)	($2,684,000)
Remaining Funds Available	$2,452,400

PROJECT RELATED COSTS:

Design	$110,000
Anticipated Contractor Construction Costs	$1,631,000
Anticipated Construction Geotechnical Services	$22,000
Anticipated Construction Survey Services	$20,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$1,873,000

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper anticipates completing the construction of the 2011 Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. The resurfacing extends the life of the streets and provides a smoother riding surface.

ATTACHMENTS

Attachment "A" – Location Map

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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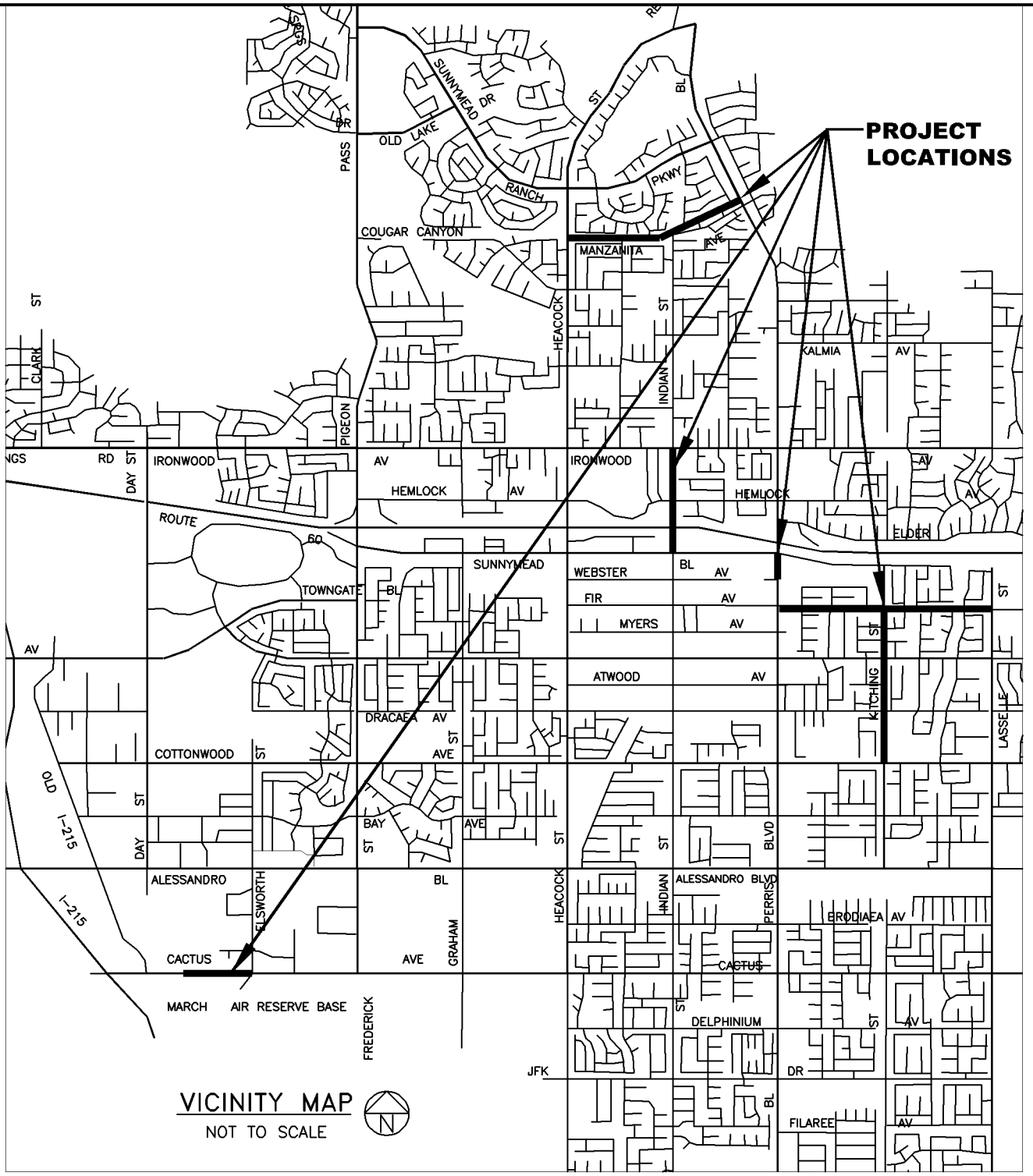

LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Item No. A.24

MV00112619

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MV00112620

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $2,410,400 to Hardy & Harper, Inc. The project includes the resurfacing a total of twenty six local streets which are included in the Fiscal Year 2010-2011 CIP Budget. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of these streets.

DISCUSSION

Hardy & Harper's contracted work includes removing existing asphalt concrete pavement, pavement resurfacing with cold central plant recycling (CCPR), pavement overlaying with rubberized asphalt concrete, reconstructing number of access ramps along the listed streets to ADA requirements, adjusting utility manholes and covers, and re-establishing traffic striping. The Contractor has completed all the paving work and anticipates completing rest of the work by mid July 2011. Staff anticipates the final contract cost will be approximately $2,391,000 which does not exceed the approved purchase order amount of $2,410,400. The resurfacing extends the life of the streets and provides a smoother riding surface.

Three additional streets (Vellanto Way, Mantee Place and Ormista Drive) were added to the original twenty six streets, bringing a total of twenty nine streets being resurfaced (approximately 131,000 square yards of pavement area.) These three streets (also included in the Fiscal Year 2010-2011 CIP Budget for resurfacing) are in the neighborhood of Searson Drive which is one of the original twenty six streets. These streets are added to be constructed at the same time as Searson Drive in an effort to avoid repeat construction disturbance to the neighborhood as these streets were previously approved by City Council for Phase 2 Local Street Pavement Resurfacing Project.

Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the

Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:
Annual Pavement Resurfacing Program (Acct. No. 125.56330) $1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722) $1,550,000

Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Anticipated Costs (being constructed concurrently)	($1,873,000)
Remaining Funds Available	$3,263,400

PROJECT RELATED COSTS:

Design	$93,000
Anticipated Contractor Construction Costs	$2,391,000
Anticipated Construction Geotechnical Services	$73,000
Anticipated Construction Survey Services	$37,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$2,684,000

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper, Inc. anticipates completing the construction of the 2011 Local Street Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

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

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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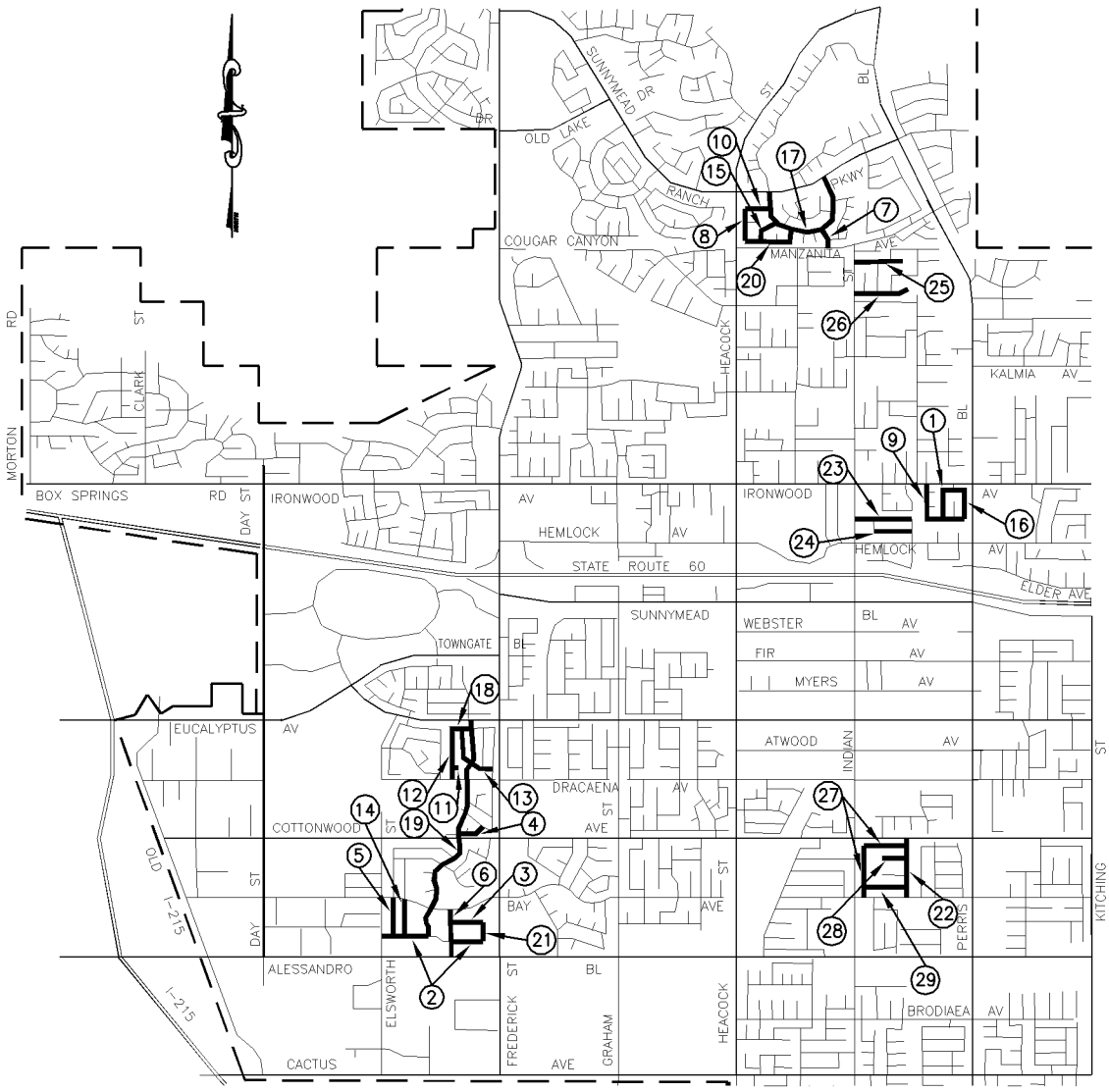

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES PL:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST;	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA DR:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	COTTONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END
27	VELLANTO WAY:	BAY AVE TO SEARSON DR
28	MANTEE PL:	WEST END TO SEARSON DR
29	ORMISTA DR:	VELLANTO WY TO SEARSON DR

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTA(-375-ENT "A"

Item No. A.25

MV00112627

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MV00112628

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD

DEVELOPER – CITY OF MORENO VALLEY, CALIFORNIA
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard.

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 12, 2010, the City Council approved the Agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Corporate Yard Phase 1 Office Building and Sewer Line. The Agreement requires that the consultant obtain approval (Planning Application PA10-0013) from the various City departments as part of the design phase of the project. On March 8, 2011, the project received final Conditions of Approval that require the owner (City of Moreno Valley, a municipal corporation) to record an Offer of Dedication for additional right-of-way. The additional right-of-way will be at the two proposed driveway approaches, located on the north side of Santiago Drive east of Perris Boulevard, in accordance with the City Standard for a commercial driveway approach.

DISCUSSION

The owner, the City of Moreno Valley, is required to dedicate four (4) feet of right-of-way around the driveway approaches, at the proposed project entrances on Santiago Drive, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrances to match the existing street improvements immediately to the east and west of the project. Once the Offer of Dedication is executed by the City Manager, the document will be forwarded to the City Engineer to execute the Acceptance Certificates as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

2. Do not authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offer of Dedication

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez, P.E.
Senior Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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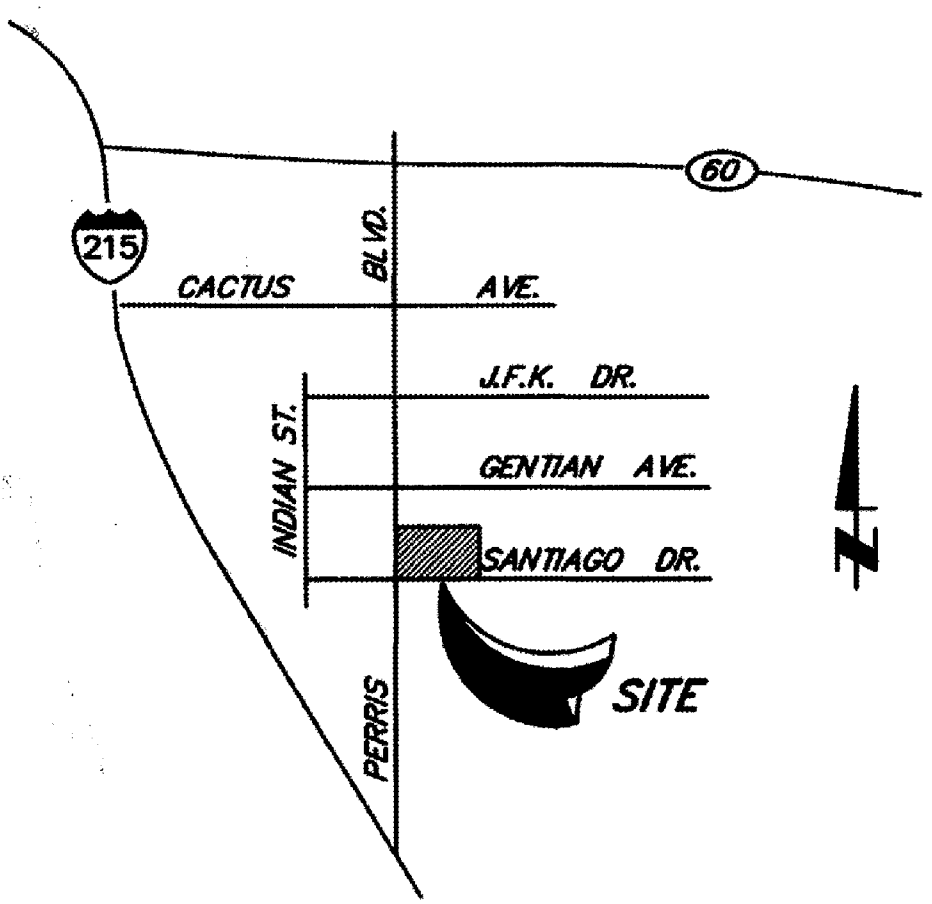

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment "A"	**PA10-0013** **VICINITY MAP**

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MV00112634

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 486-170-021 & 022

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

City of Moreno Valley, a Municipal Corporation

By: _____
HENRY GARCIA, City Manager

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk (SEAL)

Date _____

Attachment "B"

Item No. A.26

MV00112635

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **July 12, 2011** from the **City of Moreno Valley Moreno, a municipal corporation**, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

STATE OF CALIFORNIA)
County of _____)ss.
On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF NAN AVENUE AS SHOWN BY MAP OF TRACT NO. 15433-2, ON FILE IN BOOK 151 OF MAPS, PAGES 67 THROUGH 70, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF COBRA DRIVE AS SHOWN BY MAP OF TRACT NO. 15433, ON FILE IN BOOK 151 OF MAPS, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 47.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE DIRECTION OF:

5-3-11

MARISSA CROWTHER, PLS 6152
SB&O, INC.
41689 ENTERPRISE CIRCLE NORTH, SUITE 126
TEMECULA, CA. 92590

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

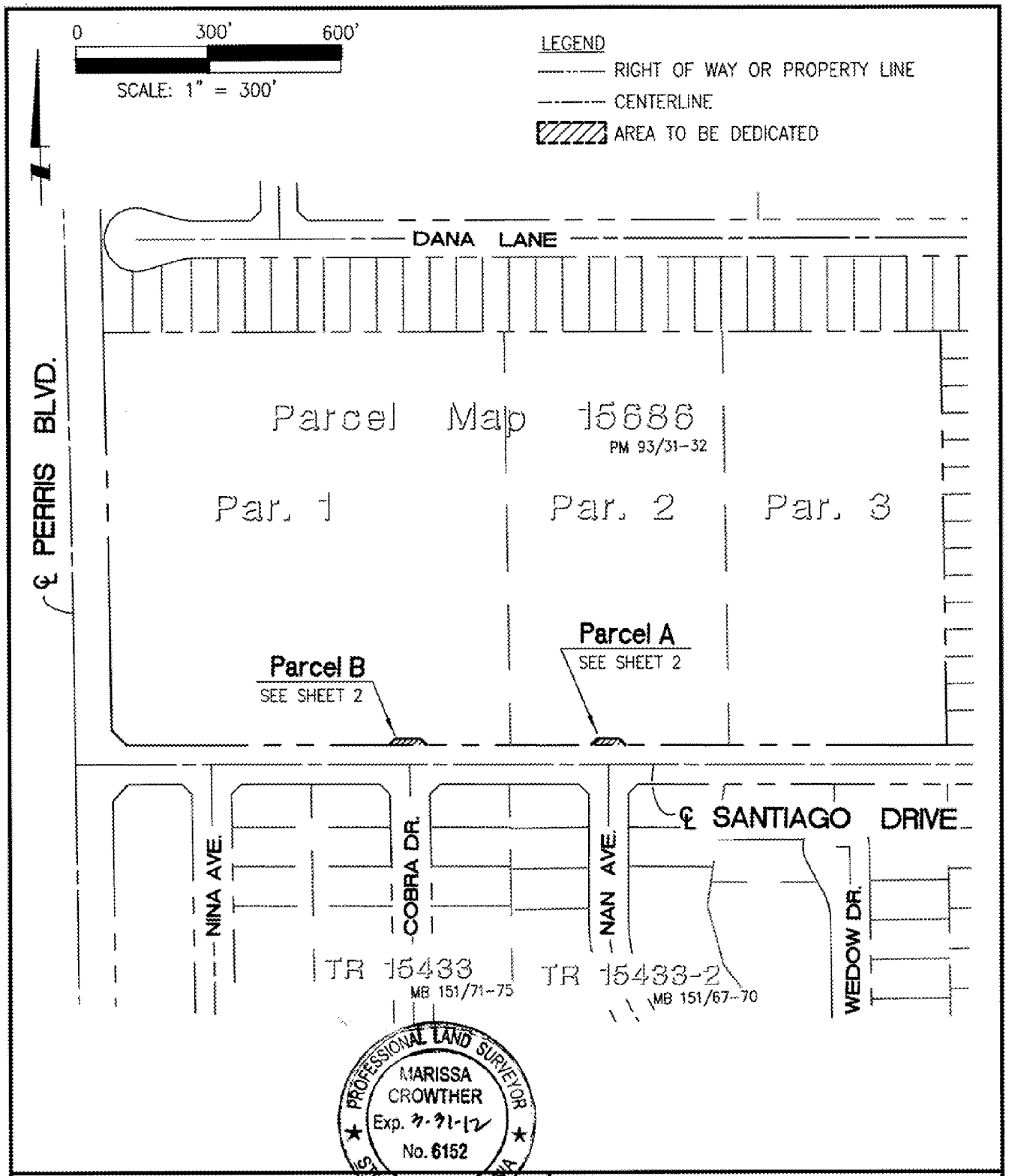

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:
S.B. & O., INC.
41689 ENTERPRISE CIRCLE NORTH
TEMECULA, CA 92590

MARISSA CROWTHER, PLS 6152 (EXP 3-31-12)

5-3-11
DATE

CITY OF MORENO VALLEY
CORPORATE YARD DRIVEWAY EASEMENTS

APRIL 2011	EXHIBIT "B"
SB&O, INC. JN 68251	SHEET 1 OF 2

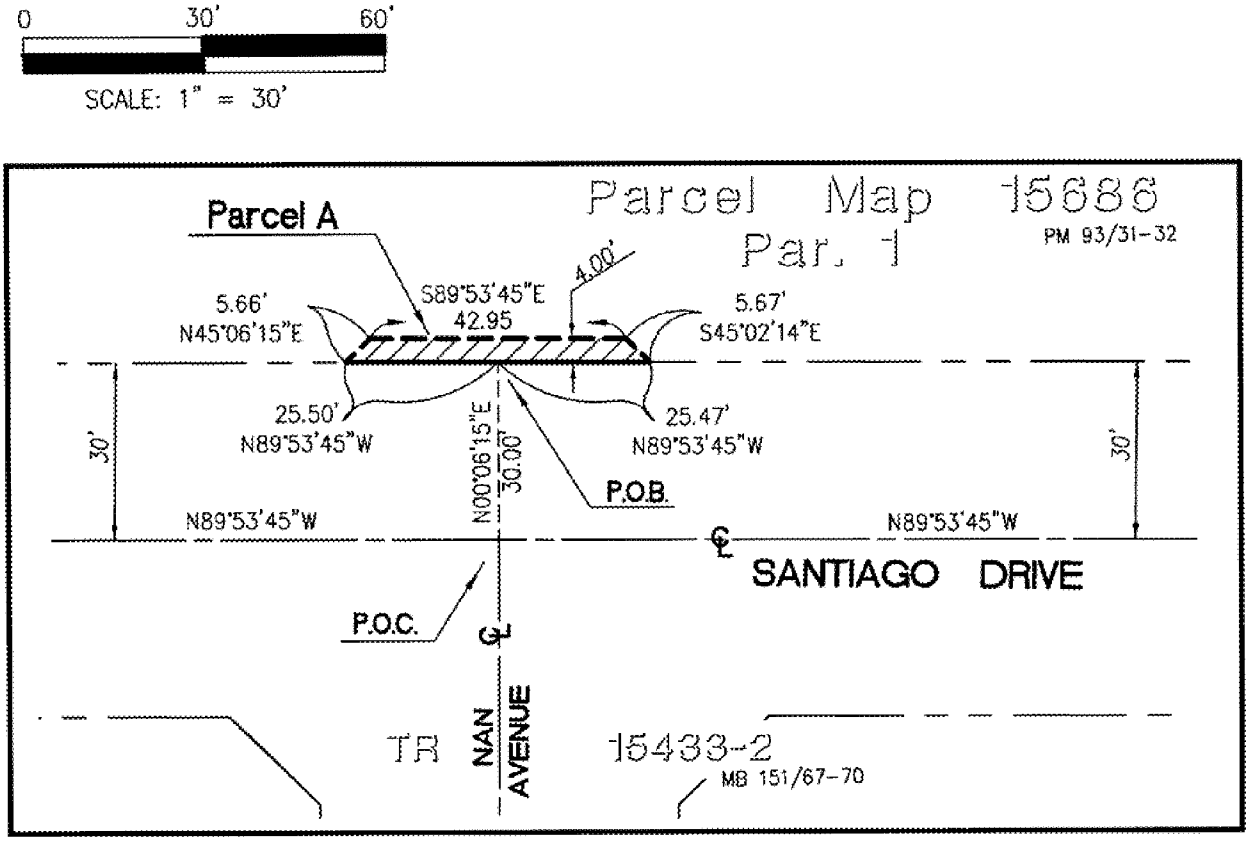

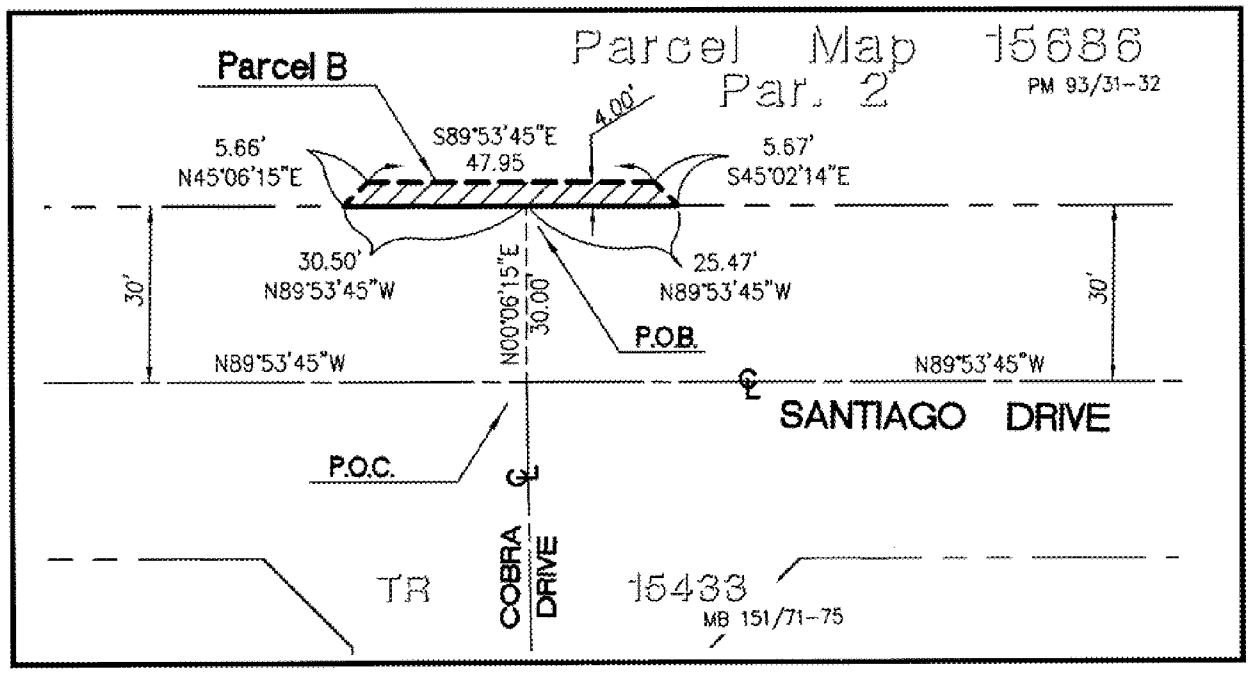

NOTES:

1. BEARINGS ARE BASED ON PARCEL MAP 15686.
2. P.O.C. INDICATES POINT OF COMMENCEMENT.
3. P.O.B. INDICATES POINT OF BEGINNING.

LEGEND

RIGHT OF WAY OR PROPERTY LINE

CENTERLINE

AREA TO BE DEDICATED

EXHIBIT "B"

SHEET 2 OF 2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS STREET IMPROVEMENTS - AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Street improvements. The Conditions of Approval for this project required that the developer provide surety for street improvements. The security amount for the Eucalyptus Street improvements is Two Million Seven Hundred Seventy-Eight Thousand dollars ($2,778,000.00). The limits of the Eucalyptus Street improvements are within Eucalyptus Street between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: 6-inch thick asphalt concrete over 12-inch thick aggregate base, 8-inch curb and gutter, 6-inch AC curb commercial driveway approaches, sidewalk, street lights, street medians, median drains and landscaping, local depressions, pipe, gates, interconnect conduit, pull boxies, and signing/striping. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a punch list was generated. The required corrective actions have been completed and the improvements are now eligible for acceptance into the City's maintained street system.

On May 3, 2011, the Eucalyptus Street improvements received a 60% reduction. The amount reduced was One Million Six Hundred Sixty-Six Thousand Eight Hundred Dollars ($1,666,800.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved

plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with the Streets and Highway Code.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept the improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Eight Hundred Thirty-Three Thousand Four Hundred dollars ($833,400.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once the required improvements have been completed according to City of Moreno Valley Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when

all clearances are received. *Once the required improvements have been completed according to City of Moreno Valley Standards, it will then be appropriate to provide a reduction to the security.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112646

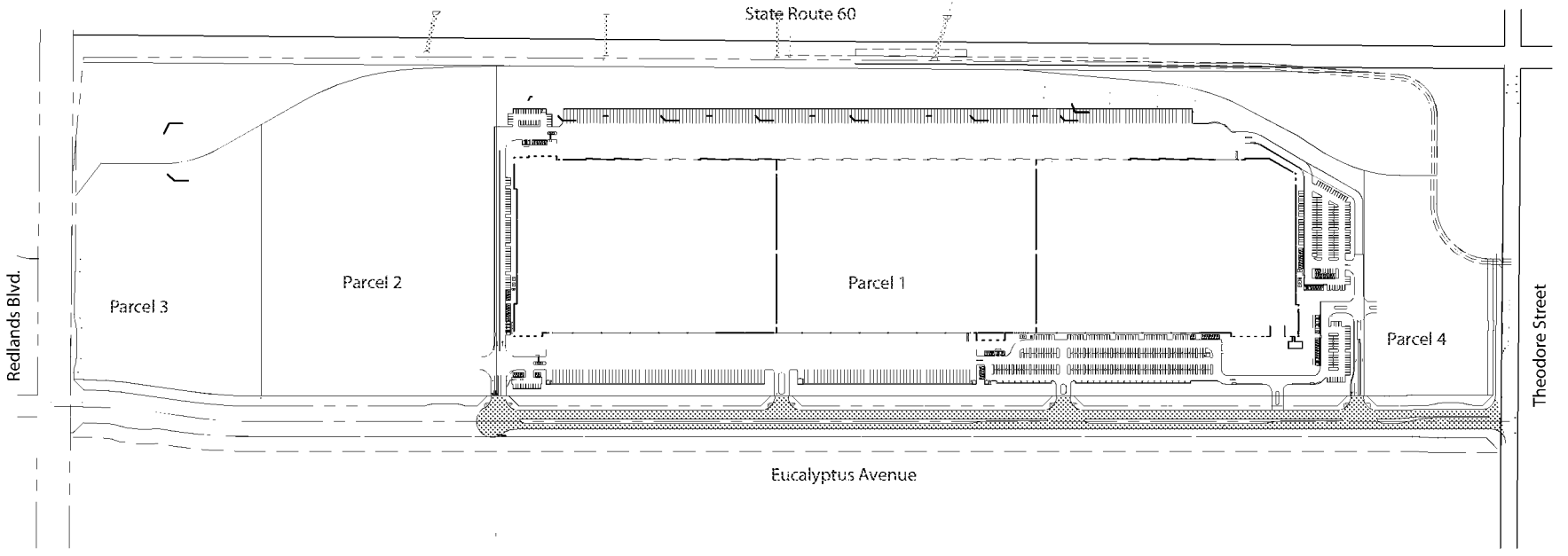

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Phase 1 Street Improvements | Vicinity Map

MV00112647

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MV00112648

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Street Improvements

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	A/C Cap Pave	
3	Install Signs/Striping as shown on sheets 11 -12, Eucalyptus St. Imp. Plans	
4	Complete Median Island Pavers Irrigation, Landscape	
5	Complete Irrigation, Landscape N/S Eucalyptus, Install pedestals	
6	Install City-Wide Communication Conduits, Construction Note #16, Eucalyptus S/I plan city std. 421 (Furnish & Install 6 pair No. 19 Interconnect Cable in one conduit (Black Conduit)	
7	Install Monumentation city std.# 601a, b, c, d & e.	
8	Complete swale @ S/S Eucalyptus shoulder.	
9	Submit As-builts	
10	Clearance from Planning Divisions	

Exhibit "B"

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\7-12-11- PA07-0090 - Eucalyptus St 90% Reduction Exhibit C.doc

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MV00112650

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS WATER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Water improvements is One Million Fifty Thousand dollars ($1,050,000.00). The limits of the Eucalyptus Water improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but is not limited to, the following: approximately 5,100 feet of 18-inch water main line, approximately 400 feet of 12-inch water laterals, twelve (12) fire hydrant assemblies, three (3) 4-inch service connections, three (3) 2-inch service connections, approximately 5,100 feet of telemetry (communication) cable, various fittings, restraint joints, adaptors, blow-offs, vac/air release assemblies, valves, and backflow prevention devices. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Water improvements received an 80% reduction. The amount reduced was Eight Hundred Forty Thousand dollars ($840,000.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is One Thousand Five Hundred dollars ($105,000.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed*

according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112656

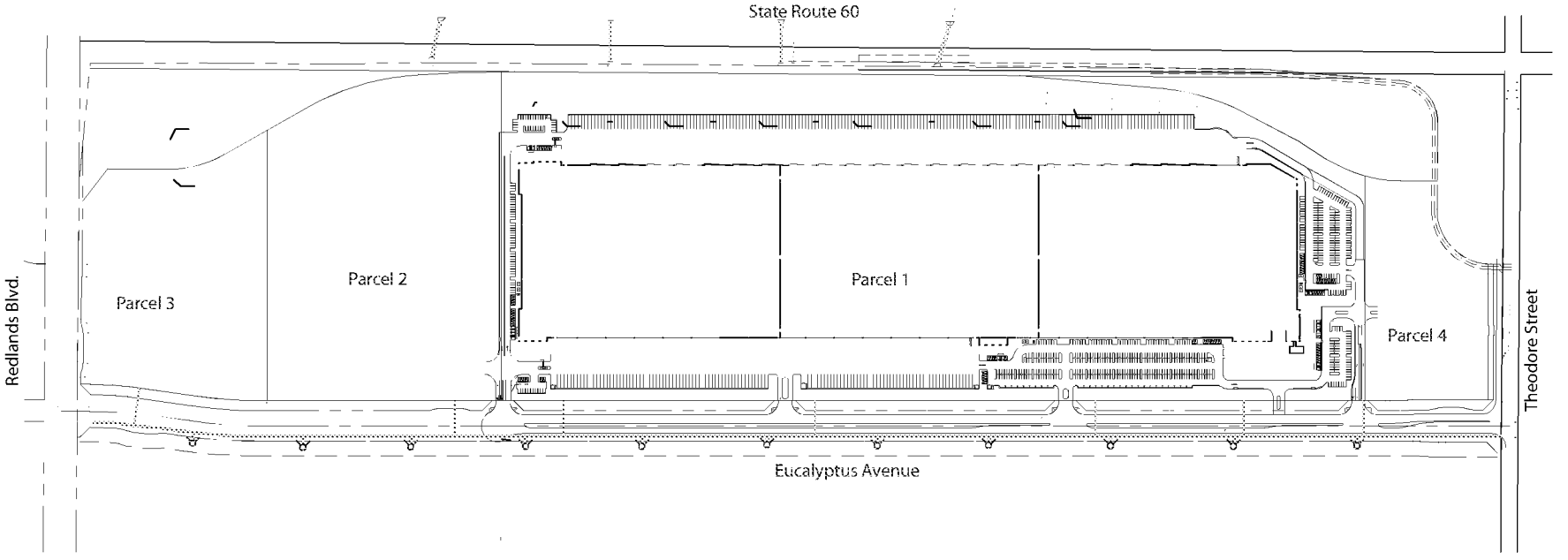

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Water Phase 1 Improvements | Vicinity Map

MV00112657

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MV00112658

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD Clearance Letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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MV00112660

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS RECYCLED WATER – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Recycled Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Recycled Water improvements is Four Hundred Thirty-Four Thousand dollars ($434,000.00). The limits of the Eucalyptus Recycled Water improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: approximately 5,100 feet of twelve (12) inch purple water main line, six (6) 2-inch service connections, one (1) 4-inch service connection, various fittings, restraint joints, adaptors, blow-offs, vac/air release assemblies, and backflow prevention devices. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Recycled Water improvements received an 80% reduction. The amount reduced was Three Hundred Forty-Seven Thousand Two Hundred dollars ($347,200.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Recycled Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Forty-Three Thousand Four Hundred dollars ($43,400.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. D not authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required*

improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112666

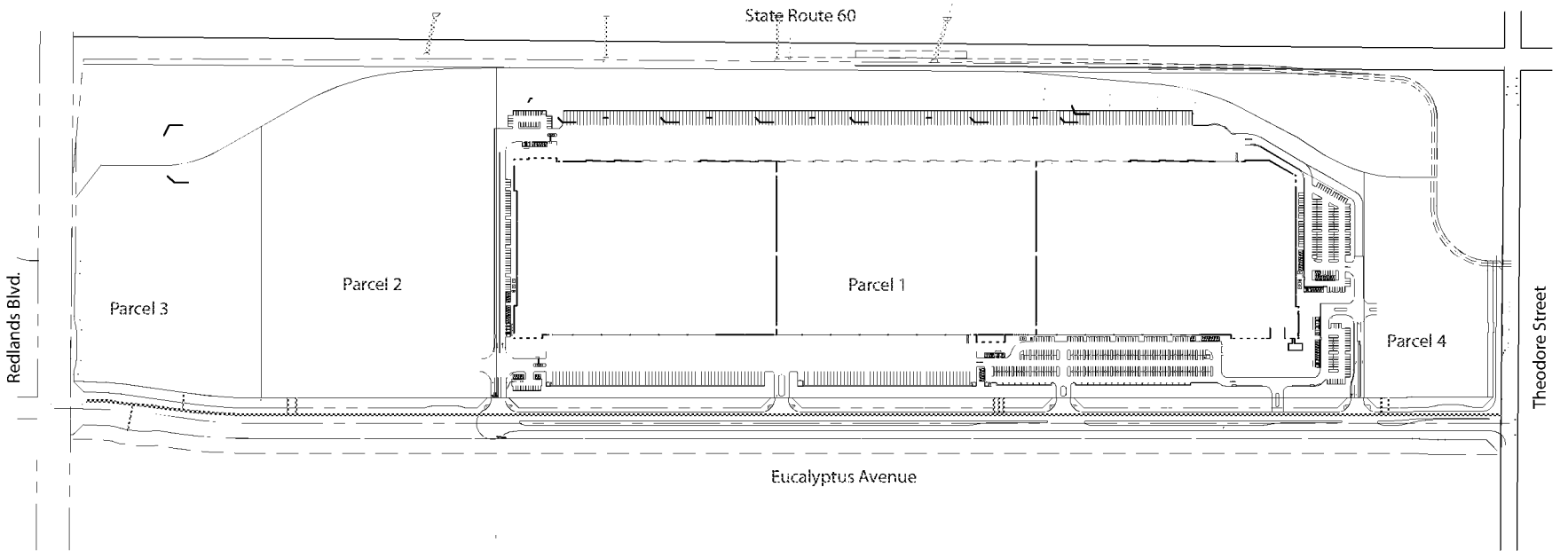

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Recycled Water Phase 1 Improvements | Vicinity Map

MV00112667

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MV00112668

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Recycled Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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MV00112670

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS SEWER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Sewer improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Sewer improvements is Four Hundred Sixty-Seven Thousand dollars ($467,000.00). The limits of the Eucalyptus Sewer improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: approximately 1,500 feet of fifteen (15) inch sewer main line, approximately 2,400 feet of twelve (12) inch sewer main line, approximately 650 feet of eight (8) inch sewer main, approximately 150 feet of six (6) inch sewer laterals, and installation of 14 manholes and 2 cleanouts along the sewer line. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Sewer improvements received an 80% reduction. The amount reduced was Three Hundred Seventy-Three Thousand Six Hundred dollars ($373,600.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Sewer improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Forty-Six Thousand Seven Hundred dollars ($46,700.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the Public Works Director/City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed*

according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112676

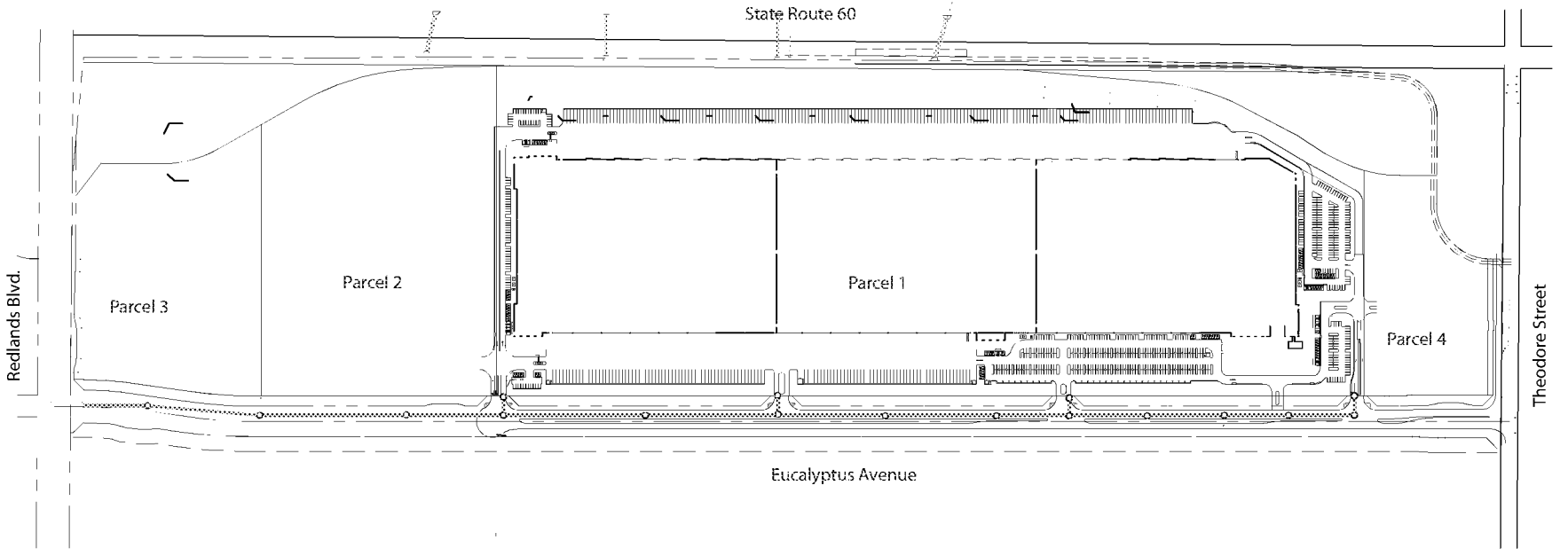

Exhibit "A"

PA07-0090 HFCP-Eucalyptus Sewer Phase 1 Improvements Vicinity Map

MV00112677

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MV00112678

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Sewer

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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MV00112680

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – LINE F STORM DRAIN IMPROVEMENTS – REQUEST TO RATIFY THE PARTIAL REDUCTION TO THE IMPROVEMENT SECURITY AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN PROPER CLEARANCES ARE RECEIVED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Ratify the partial reduction to the public improvement security provided by the City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090;

2. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District; and

3. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or

liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On June 8, 2010, the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Line F Storm Drain improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Line F Storm Drain improvements is Six Million Eight Hundred Thirteen Thousand Five Hundred Ninety-Five dollars ($6,813,595.00).

On July 13, 2010, the City Council of the City of Moreno Valley approved the substitution agreement and replacement bonds for the Line F Storm Drain improvements.

The limits of the Line F Storm Drain improvements are within Route 60 to the north, Redlands Boulevard to the west, Eucalyptus Avenue to the south and Theodore Street to the east. The public improvements included, but is not limited to, the following: 2,600 feet of 24-inch RCP, 200 feet of 30-inch Reinforced Concrete Pipe (RCP), 1,900 feet of 36 -inch RCP, 1,500 feet of 42 -inch RCP, 650 feet of 48-inch RCP, 1050 feet of 10-ft by 8-ft Reinforced Concrete Box (RCB), 1,600 feet of 12-ft by 8-ft RCB, pipe inlets/outlets, wing walls, head walls, catch basins, local depressions, manholes, junction structures, transition structures, concrete bulkheads, trash racks, rip rap, fencing and gates. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Punch List was generated.

On March 3, 2011, the Line F Storm Drain improvements received a 90% reduction. The amount reduced was Six Million One Hundred Thirty-Two Thousand Two Hundred Thirty-Six dollars ($6,132,236.00).

DISCUSSION

Contingent upon receiving the acceptance letter from Riverside County Flood Control and Water Conservation District (District), City Staff will perform a final inspection to ensure that the improvements are in accordance with the approved plans and the standards of the City of Moreno Valley and District.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the Line F Storm Drain improvements as complete once the proper clearances are provided by the District. A portion of said improvements will be maintained by the District.

In accordance with the Cooperative Agreement approved by the City Council on August 24, 2010 and the storm drain plans approved by the City Engineer on June 14, 2010, the public storm drain improvements being accepted into the City Maintained system are as follows: a portion of Line D, Line G, Laterals F-2-A, F-8-A through F-8-K, F-8-M, F-8-N, F-8-P, F-9, F-9-A through F-9-D, and related appurtenances such as catch basins, inlets, outlets, headwalls, wingwalls, and rip-rap.

Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Ratify the partial reduction to the public improvement security provided by the Public Works Director/City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley and District Standards*

and it is appropriate to accept the improvements once proper clearances are received.

2. Do not ratify the partial reduction to the public improvement security provided by the Public Works Director/City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090. Do not authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District. Do not authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to enter said improvements into the 12 month warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all final approvals are received. *The required improvements have been completed according to City of Moreno Valley and District Standards and it is appropriate to accept the improvements once proper clearances are received.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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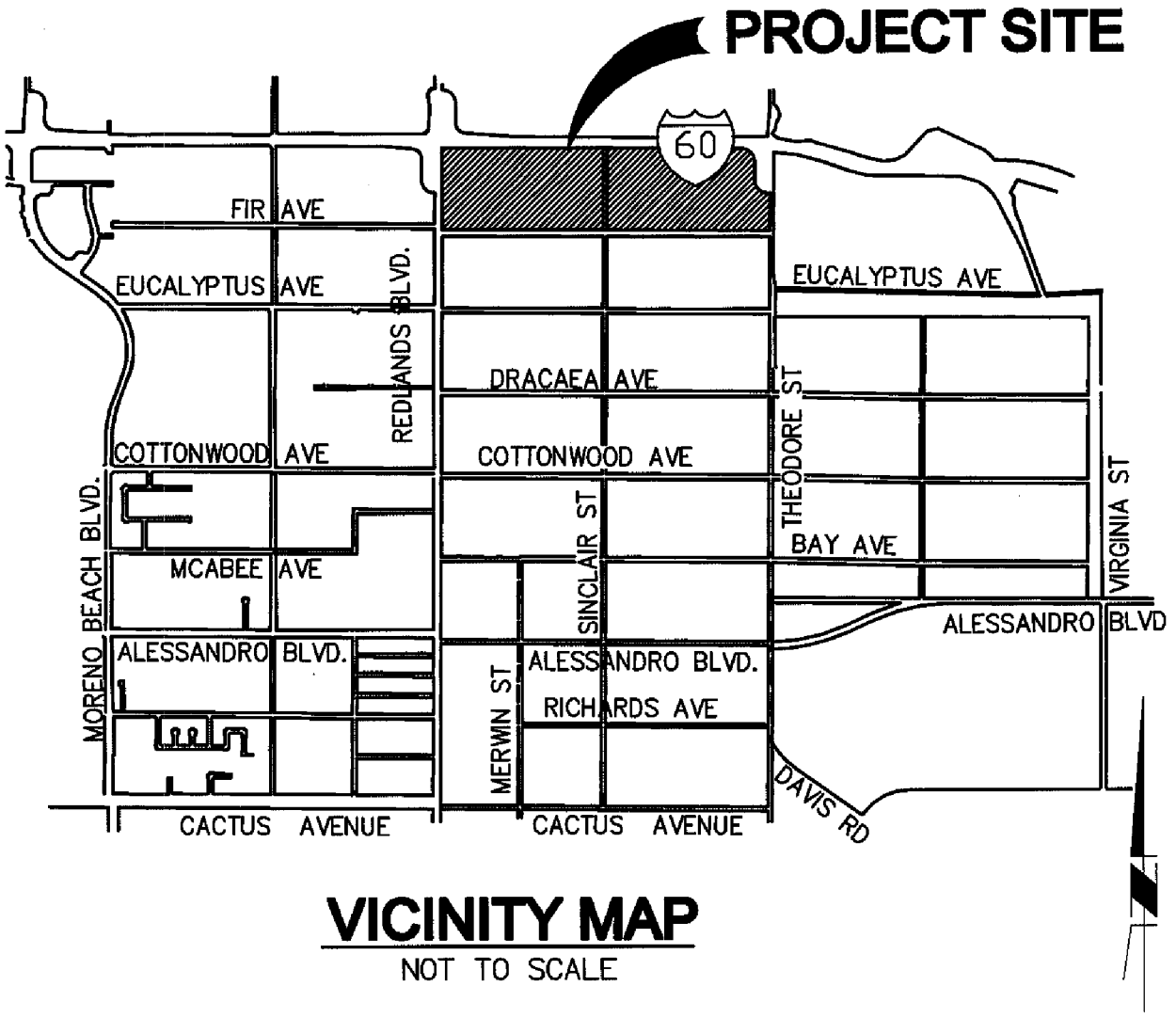

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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MV00112688

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00112690

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00112692

SEE AGENDA ITEM A.4

C3. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.4) (**Report of: Public Works Department)

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MV00112694

SEE AGENDA ITEM A.11

C4. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION **(ALSO LISTED AS AGENDA ITEM A.11)** (Report of: Public Works Department

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MV00112696

SEE AGENDA ITEM A.13

C5. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.13)** (Report of: Public Works Department)

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MV00112698

SEE AGENDA ITEM A.15

C6. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM **(ALSO LISTED AS AGENDA ITEM A.15)** (Report of: Public Works Department)

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MV00112700

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS PROJECT NO. 08-89791725

RECOMMENDED ACTION

Staff recommends that the Community Redevelopment Agency (RDA):

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency.

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

BACKGROUND

On April 28, 2009, City Council authorized VA Consulting, Inc. (VA Consulting) to proceed with the final Auto Mall design plans and specifications. On July 13, 2010, City Council authorized the City Manager to execute a Project Specific Agreement and assign said Project Specific Agreement to the Community Redevelopment Agency. At this same meeting, the Community Redevelopment Agency approved an increase to Purchase Order No. 37386 for $50,000.

DISCUSSION

The Moreno Valley Auto Mall is currently comprised of five (5) auto dealerships and six (6) vacant parcels. The Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase public awareness by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The increase in Auto Mall business has the potential to increase additional opportunities for employment and enhance other long term related business benefits for the local community.

The Auto Mall project consists of two phases – the re-construction of the pylon sign and the street improvements. The pylon sign installation was completed on June 20, 2011.

Street improvement enhancements and revitalization are integral elements of the final Automall plans. Recent changes in the Auto Mall ownership and lot line adjustments of the parcels fronting Motor Way necessitate design revisions to the project's street improvement plans. VA Consulting has been retained to provide professional consultant design services under their Project Specific Agreement that expires May 1, 2012. Staff is recommending the First Amendment to the Project Agreement in order to increase the Project Specific Agreement amount by $25,000. The additional monies provide for 1) Finalization of the street improvement plans and specifications to reflect the construction scope of work based on available construction funds after the completion of the pylon sign, 2) bid support services during the advertising of the project for construction, and 3) design support services during the construction of the street improvements.

ALTERNATIVES

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725). *This alternative will allow for much needed improvements.*

2. Do not authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and do not authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services bid design support services, and construction support services (Account No.

897.91725). *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Moreno Valley Auto Mall Street Improvements is included in Fiscal Year 2011/2012 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities. There is no impact on the General Fund.

Fiscal Year 2010/2011 Budget (Account No. 897.91725)	$1,512,000
Pylon Sign Construction Related Costs	$786,000
Construction Related Savings	$726,000

AVAILABLE FUNDS:

Fiscal Year 2011/2012 Budget (Account No. 897.91725)	$726,000
Estimated Additional Design Related Services	$25,000
Remaining Available Balance for Construction of Street Improvements	$701,000

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

The street improvement plans are an integral element of the final conceptual plan to rejuvenate Auto Mall. Staff is recommending that the Community Redevelopment Agency authorize the First Amendment to the Project Specific Agreement and furthermore authorize an increase to Purchase Order No. 37386 with VA Consulting in the amount of $25,000 for additional design services, bid design support services, and construction support services.

ATTACHMENTS

Attachment "A" – First Amendment to Project Specific Agreement

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\CC Reports\Street Improvements\VA Consultant Award Aggreement CC\1st Amendment 7-12-2011\Increase PO - Design 7-2011.doc

FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES MORENO VALLEY AUTO MALL STREET IMPROVEMENTS PROJECT NO. 08-89791725

This First Amendment to Project Specific Agreement is by and between the Community Redevelopment Agency of the City of Moreno Valley, a municipal corporation, hereinafter referred to as "RDA," and VA Consulting, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Specific Agreement is made and entered into effective on the date the RDA signs this First Amendment.

RECITALS:

Whereas, the City of Moreno Valley and Consultant entered into an Agreement entitled "PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Project Agreement," dated November 1, 2010.

Whereas, the City assigned its interest in said Agreement to RDA on November 1, 2010.

Whereas, the Consultant is providing consultant engineering services for the Moreno Valley Auto Mall Street Improvement project.

Whereas, it is desirable to amend the Project Specific Agreement to expand the scope of services as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The On-Call Agreement termination date of May 1, 2012 is not extended by this Amendment to the Project Agreement.

1.2 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “A” -- First Amendment, entitled “Terms of Payment”.

1.4 The RDA agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $25,000.00 as set forth in the above-referenced Terms of Payment, in

consideration of the Consultant's performance of the work set forth in Exhibit "A" - First Amendment.

1.5 The total "Not to Exceed" fee for this Agreement is $64,960.00 ($39,960.00 for the original Agreement plus $25,000.00 for the First Amendment to Project Specific Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 08-89791725

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

Community Redevelopment Agency

BY:_____
Executive Director

DATE:_____

VA Consulting, Inc.

BY:_____

TITLE:_____
(President or Vice President)

BY:_____

TITLE:_____
(Corporate Secretary)

RECOMMENDED FOR APPROVAL:

BY:_____
Chris A. Vogt, P.E.
Public Works Director/City Engineer

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
General Counsel of the Community Redevelopment Agency of the City of Moreno Valley

DATE:_____

Attachment: Exhibit "A" – First Amendment (Terms of Payment)
Exhibit "B" – First Amendment (Assignment of Project Agreement)
Exhibit "C" – First Amendment (Project Agreement)

W:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\Design Phase\Consultant -\Agreement\VA Consulting\Project Specific Agreement\Agmt A Street Improvements - $39K\1st Amendment\First Amendment to Project Agreement 7-2011.DOC

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MV00112708

TERMS OF PAYMENT

1. This First Amendment to Agreement shall have a Not-to-Exceed Fee of $25,000 for the First Amendment to the Project Specific Agreement.

2. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work for the Street Improvements covered by this Proposal including:

    a. Finalize Plans and Specifications to reflect Construction Scope of Work Based on Available Construction Funds.

    b. Bid Support Services During Construction Bid Advertisement

    c. Design Support Services During Construction

3. Work can only commence after this First Amendment to the Agreement has been executed and the City issues a notice to proceed.

4. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

5. Sub-categorization of tasks is permitted to better define the task for payment.

6. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

7. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

8. The City will pay the Consultant for all acceptable services rendered in accordance with the "Project Specific Agreement" and this First Amendment.

9. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Project Specific Agreement," or this First Amendment an "Amendment to the Agreement" will be executed between the City and Consultant.

10. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the scope of work.

EXHIBIT "A"

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MV00112710

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00112712

Beazer Homes

June 15, 2011

John Terell, Planning Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Subject: Tract 36340 – Rockcliffe City Council Continuance

Dear Mr. Terell:

Beazer Homes would like to request a continuance from the July 12th City Council meeting regarding our proposed Development Agreement for Tract 36340. Beazer is looking to revisit some of the items within this agreement with the City of Moreno Valley. Beazer would like to be scheduled on the October 11th City Council meeting

Thank you for your time and efforts regarding this project. We look forward to working with the City of Moreno Valley. Should you have any questions, please do not hesitate to contact me at (714) 720-6304.

Sincerely,

Bryan Bergeron
Development Manager
Beazer Homes Southern California Division

Orange County Office

1800 E. Imperial Highway, Suite 200
Brea, CA 92821

O: 714-672-7000
F: 714-285-2925

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MV00112714

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011 (Continued from May 24, 2011)

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 2011- ___, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Town Center and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be

limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice

2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map
4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

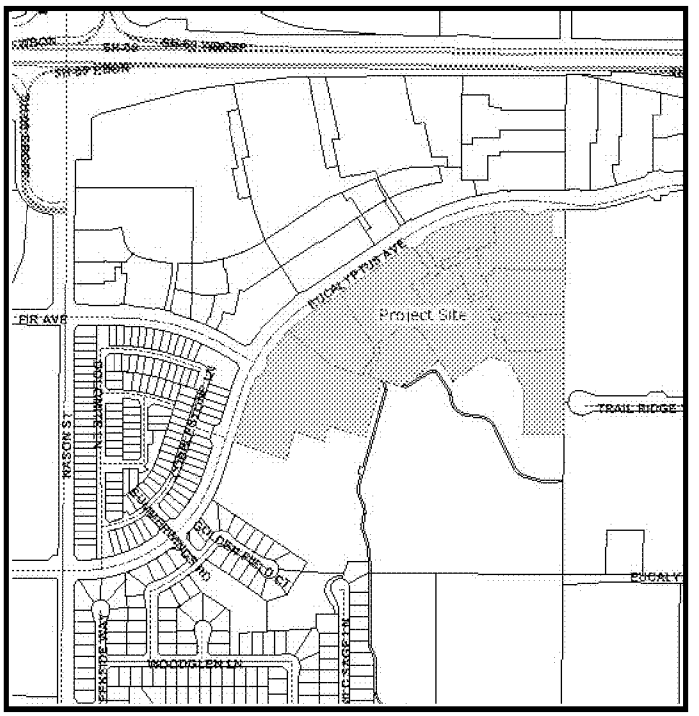

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.
CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

Item No. E.1

MV00112719

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MV00112720

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

ATTACHMENT 2

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00112726

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Zoning
- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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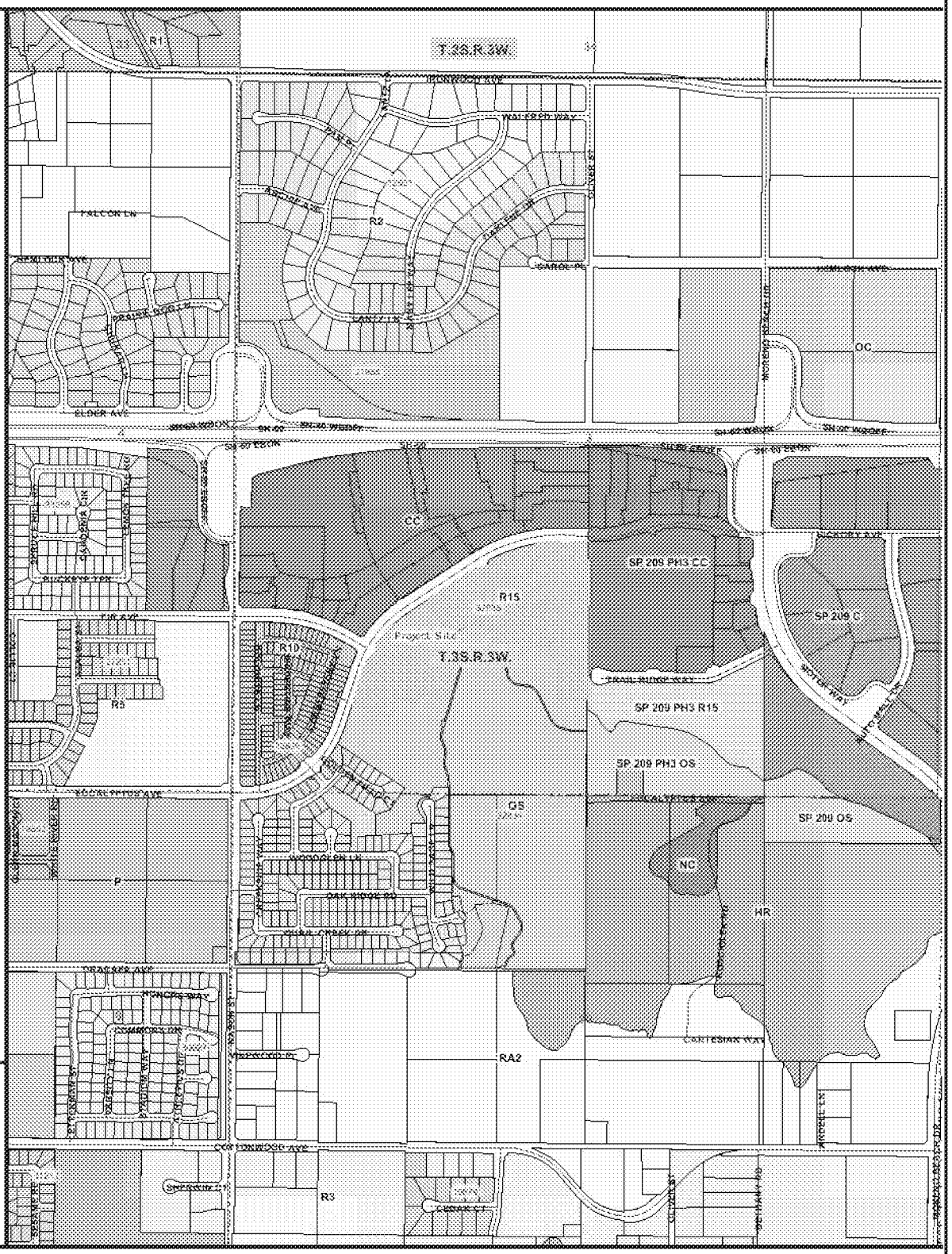

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

MV00112761

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MV00112762

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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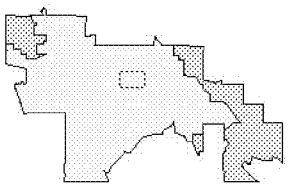

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ATTACHMENT 4

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

MV00112763

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MV00112764

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS (Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as "Nature Park" on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will [illegible] individual lots with detached single-family homes, common open space [illegible] private access roads. The [illegible]non open space includes a recreation

building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

Other Design Considerations

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees [illegible] te streets and allow continual break-up of the project massing. In addition, [illegible] will be clustered in strategic [illegible]ons such as on corner lots, adjacent to

guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be r[illegible]d by 50% from the Current Fe[illegible]

third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets [illegible]nt standards as allowed [illegible]r Section 9.03.060 (Planned Unit

Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Ac[illegible] guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by:

Mark Gross, AICP
Senior Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. ation building floor and eleva

Item No. E.1

(provided in reduced format in Exhibit 6).

6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

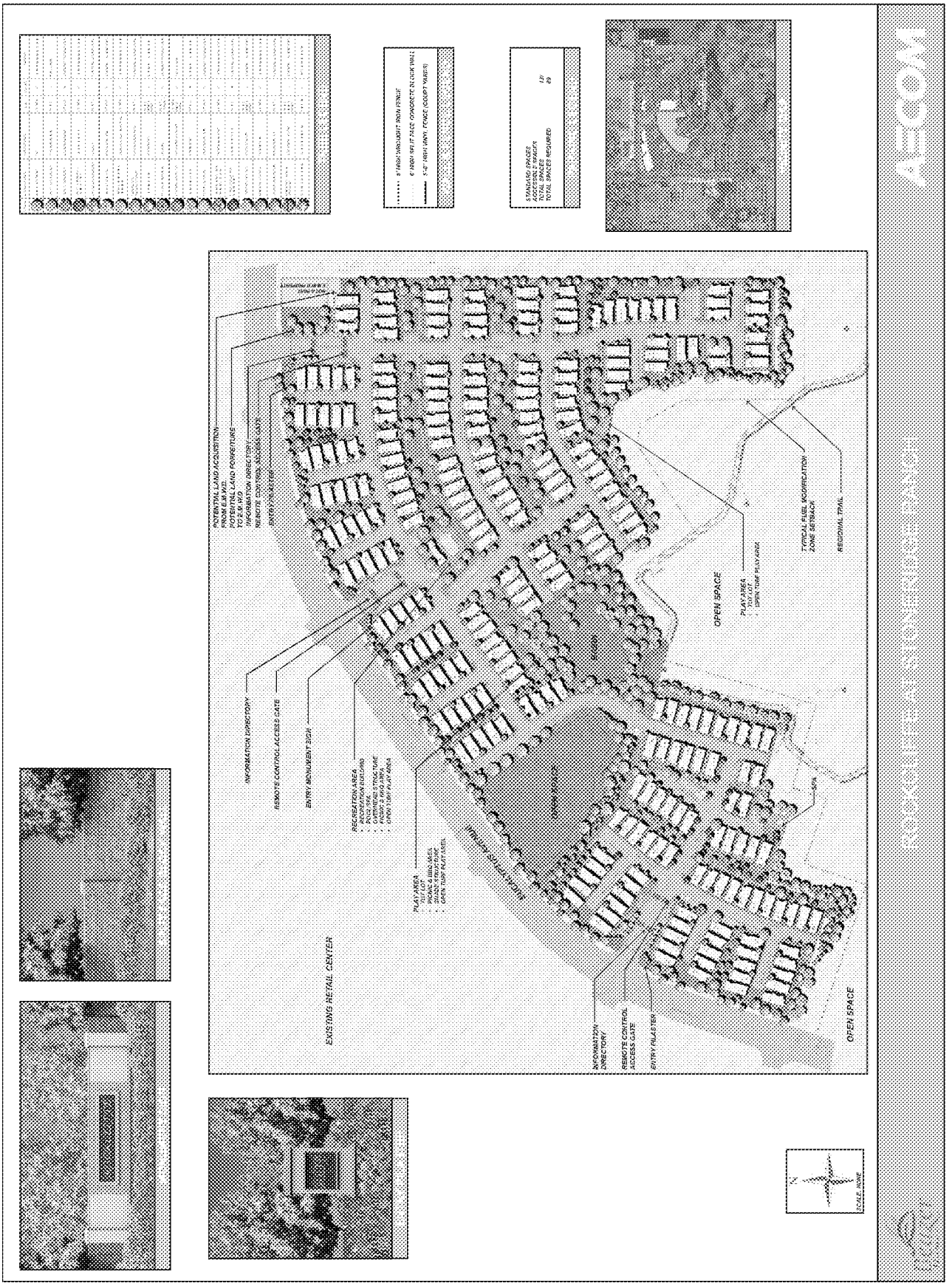

ATTACHMENT 7

Item No. E.1

MV00112785

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

ROCKCLIFF AT STONERIDGE RANCH

AECOM

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MV00112788

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

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

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;
   b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 has Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program and the CSD Zone M program. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charges for the CSD Zone M program. The property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 28, 2011 and the Public Hearing on July 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies

are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to pruning, trimming, fertilizing, replacing plant material(s) as necessary, litter removal, maintenance of the irrigation systems, weed control, payment of the water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charges for APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 were estimated based on the proposed Perris Blvd. median adjacent to the parcels. Upon future development, parcels adjacent to the proposed median shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charges for balloting APNs shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing,** tabulate the ballots, verify, and accept the results of the mail ballot proceeding for First Industrial, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M annual charges for First Industrial. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing,** tabulate the ballots, verify, or accept the results of the mail ballot proceeding for First Industrial. *This alternative would be contrary to Proposition 218 mandates and may not allow the property owners to comply with their conditions of approval.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charges for First Industrial are as follows:

Property Owner	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
First Industrial		
APN 316-200-003 (and any division thereof)	$205	$494.31
APN 316-200-009 (and any division thereof)	205	492.14
APN 316-200-010 (and any division thereof)	205	516.09
APN 316-200-011 (and any division thereof)	205	489.96
APN 316-200-012 (and any division thereof)	205	2,184.13
APN 316-200-013 (and any division thereof)	205	520.44
APN 316-200-014 (and any division thereof)	205	520.44
APN 316-200-018 (and any division thereof)	205	1040.89
APN 316-200-028 (and any division thereof)	205	435.52
APN 316-200-029 (and any division thereof)	205	1,796.51

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

There is no impact in the General Fund for the ongoing maintenance of the proposed median on Perris Blvd, north of Nandina Ave. The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceeding for First Industrial.

NOTIFICATION

On May 17, 2011, a ballot packet was mailed to the owner of each parcel associated with Tentative Parcel Map 35859. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the June 28, 2011, Public Meeting and July 12, 2011, Public Hearing was published in The Press-Enterprise on June 9, 2011. Additionally, the Public Hearing notification was published on June 23 and again on June 30, 2011.

ATTACHMENT

Attachment 1: First Industrial sample mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112794

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

First Industrial
c/o First Industrial Realty Trust
Jeff Evans, Operations Director
898 N. Sepulveda Blvd., Suite 750
El Segundo, CA 90245

May 17, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 are subdivided. If APNs are merged then the annual charges for those APNs shall be combined. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2010/11 for the proposed Perris Blvd. median is $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy

amount will be assessed to APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, July 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the ballots are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if a simple majority of the returned valid weighted ballots approve the annual charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted ballots oppose the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, July 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for ASSESSOR PARCEL NUMBERS (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof), **I approve** the annual CSD Zone M charges for FY 2010/11 for the proposed Perris Blvd. median of $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. Beginning FY 2011/12, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amounts shall be assessed on the Riverside County property tax bills as planning of the Perris Blvd median occurs. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
316-200-003 (and any division thereof)	☐	☐	$494.31
316-200-011 (and any division thereof)	☐	☐	$489.96
316-200-028 (and any division thereof)	☐	☐	$435.52
316-200-029 (and any division thereof)	☐	☐	$1,796.51

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for TPM 35859 is $8,490.43.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for Assessor Parcel Numbers (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-200-003 (and any division thereof)	☐	☐	$205 per parcel
316-200-011 (and any division thereof)	☐	☐	$205 per parcel
316-200-028 (and any division thereof)	☐	☐	$205 per parcel
316-200-029 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

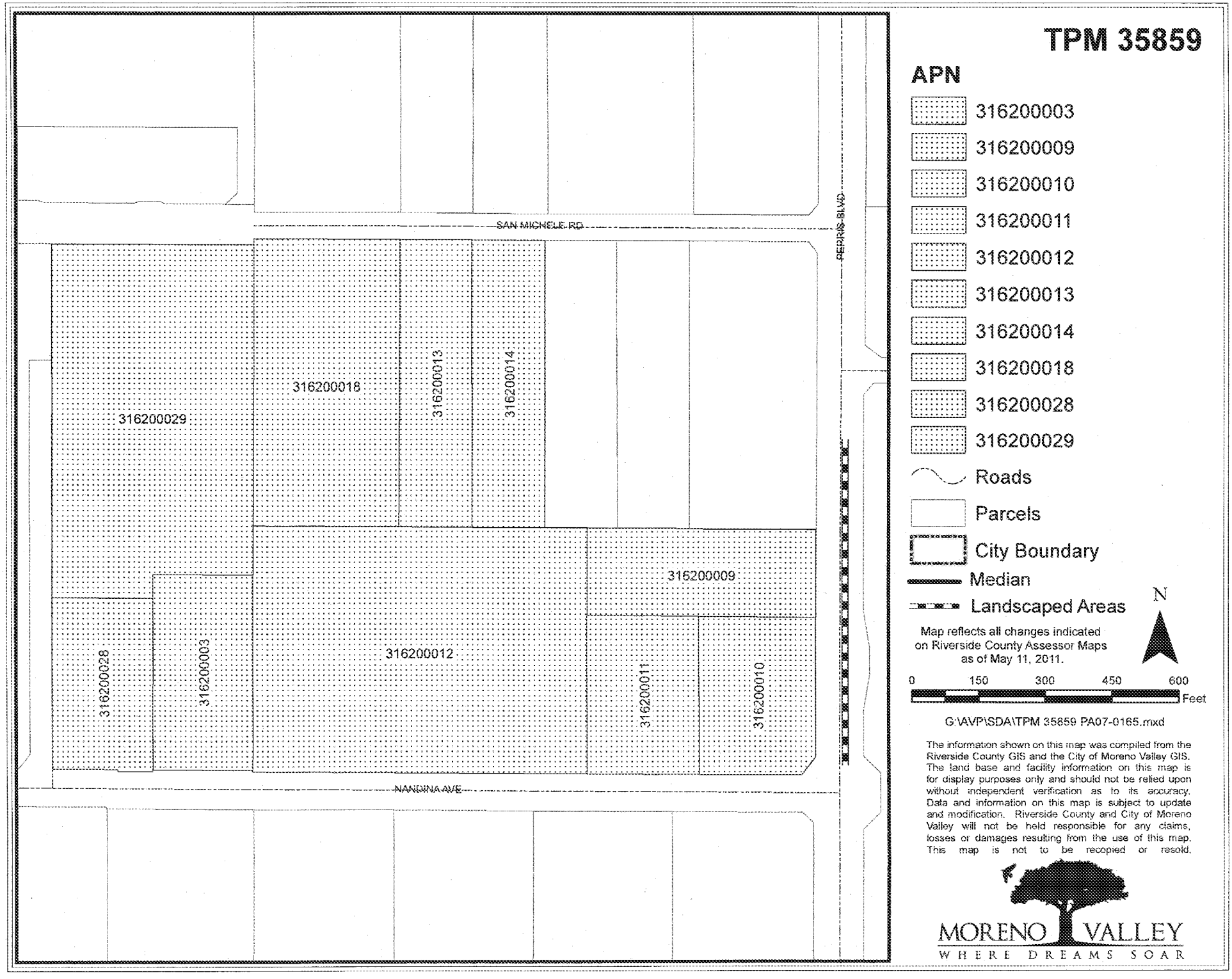
TPM 35859
APN
316200003
316200009
316200010
316200011
316200012
316200013
316200014
316200018
316200028
316200029
Roads
Parcels
City Boundary
Median
Landscaped Areas
N
Map reflects all changes indicated on Riverside County Assessor Maps as of May 11, 2011.
0 150 300 450 600 Feet
G:\AVP\SDA\TPM 35859 PA07-0165.mxd
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.
MORENO VALLEY
WHERE DREAMS SOAR
SAN MICHELE RD
PERRIS BLVD
NANDINA AVE
316200029
316200018
316200013
316200014
316200009
316200012
316200028
316200003
316200011
316200010

RIDGE PROPERTY TRUST

201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t: (562) 856-3819 | f: (562) 856-3820
www.rptrust.com

June 29, 2011

Mr. John Terell
Planning Official
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Case P08-133, PA08-0098, PA10-0017, PA08-0097, and PA09-0022
Applicant: Ridge Rancho Belago, LLC
Owner: Ridge Rancho Belago, LLC

Dear John,

As you know, on May 12, 2011 the City of Moreno Valley Planning Commission disapproved adoption of Resolution No. 2011-13 recommending to the Moreno Valley City Council the following items:

1. Approval of P08-133 (Approval and Certification of the EIR for the WestRidge Commerce Center project),
2. Approval of PA08-0098 (Zone Change),
3. Approval of PA10-0017 (Municipal Code Amendment),
4. Approval of PA08-0097 (Plot Plan), and
5. Approval of PA09-0022 (Tentative Parcel Map 36207)

On May 18th, Ridge Rancho Belago LLC formally appealed (see the attached letter) the decision of the Moreno Valley Planning Commission to the 5 member Moreno Valley City Council.
Our appeal to the Moreno Valley City Council Members was then scheduled for the July 12, 2011 City Council meeting.
Per this letter, I respectfully request a continuance of our appeal to the City Council meeting scheduled for August 23, 2011.

Thank you for your consideration and please call me if you have any questions.

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

Cc: Jeff Bradshaw, City of Moreno Valley
Gil Saenz, Inland Empire Development Services

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t (562) 856-3819 | f (562) 856-3820
www.rptrust.com

City of Moreno Valley City Council Members
c/o City of Moreno Valley Planning Division
14177 Frederick Street
Moreno Valley, CA 92553

Re: P08-133, PA08-0097, 0098, 0022 and PA08-0017

Dear Council Members Stewart, Batey, Hastings, Molina and Co:

Please accept this letter as our formal appeal of the City of Moreno Valley Planning Commission denial of the proposed Westridge Commerce Center Project (the "Project") at the Planning Commission Meeting held on May 12, 2011. Specifics of the Project are as follows:

Case Description:
Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Pursuant to the denial, there were many questions and discussions centered on the following:
1) Aesthetics (the Architecture of the building).
2) The uncertainty of a known lessee at this time.
3) Traffic
Our position and basis for our appeal relating to the above are:
1) We have constructed buildings in Centerpointe Business Park (across Frederick Street from City Hall) that are similar to what we are proposing at WestRidge Commerce Center and we have received many compliments from past planning commissions and city councils. This issue is totally personal, subjective, and without merit. We worked hard with staff to make this building appealing and to the level of standards Moreno Valley can be very proud of. In fact, the WestRidge Commerce Center architect, HPA, is the same architect for the Skechers building.
2) It is a very rare situation to have a lessee sign a lease for a building without the entitlements in place. The fact that Skechers signed a lease without entitlements is rare. Considering Skechers is a partner in the building with Highland Fairview and the fact there are very few, if any, sites available in the Inland Empire of a size to accommodate the large Skechers building.

3) Intersections and roadway improvements were clearly identified in the traffic analysis as being necessary to maintain or improve operational levels of service for this Project and General Plan. This Project will build all required improvements in the immediate vicinity as well as other off-site infrastructure required by the development. Furthermore, Redlands Blvd is a city designated truck route and the planning commission stated they did not want trucks mixing with automobiles.

Applicant:
Ridge Rancho Belago, LLC

Owner:
Ridge Rancho Belago, LLC

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

RIDGE PROPERTY TRUST

Community & Economic Development Department
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-3206
(951) 413-3210 FAX

PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

- ☐ Administrative Plot Plan
- ☐ Administrative Variance
- ☐ Amended Conditional Use Permit
- ☐ Amended Plot Plan
- ☐ Change of Zone
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Development Code Amendment
- ☐ Extension of Time
- ☐ General Plan Amendment
- ☐ Plot Plan
- ☐ Pre-Application Review
- ☐ Specific Plan
- ☐ Specific Plan Amendment
- ☐ Tentative Parcel Map
- ☐ Tentative Tract Map
- ☐ Variance
- ☒ Other Appeal

APPLICATION INFORMATION

Project/Business Name (if any): West Ridge Commerce Center

Project Description: The project proposes the development of a 937,260 SF warehouse facility on 55 acres. This application is to appeal the Planning Commission denial of the project on May 12, 2011.

Property Address/Location: South of SR60 on the north side of Eucalyptus Ave and approximately 650 feet east of Redlands Blvd

Assessor's Parcel Number(s): 488-330-003 Through -006 and -026

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:

Related Application(s): Specific Plan Name/No. :

CONTACT PERSONS

APPLICANT Name: Ridge Ranch Belago LLC — Telephone: (562) 856-3819

Address: 201 Covina Ave, Suite 8 — Fax No. (562) 856-3820

City: Long Beach — State: CA — Zip: 90803 — E-mail Address: drice@ptrnet.com

Contact Person: Derek Rice

OWNER Name: same as above — Telephone: ( )

Address: — Fax No. ( )

City: — State: — Zip — E-mail Address:

Contact Person:

REPRESENTATIVE Name: Inland Empire Development Services LLC — Telephone: (951) 845-1003 cell 909-226-0420

Address 931 Monarch Court — Fax No. (951) 845-9225

City: Beaumont — State: CA — Zip: 92223 — E-mail Address: gibson26@msn.com

Contact Person:

APPLICATION CONTINUES ON REVERSE

PROJECT INFORMATION

Existing Zoning and General Plan Designations	
Proposed Zoning and General Plan Designations (if applicable)	
Existing Uses and/or Structures on Site	
Surrounding Uses: North	
South	
East	
West	
Lot Size(s) (Sq. Ft.) (Smallest/Largest)	Graded Area (sq. ft.)
Total Building Size (Sq. Ft.)	Impervious area (sq. ft.)
Setbacks: Front	Flood Zone
Side (interior)	
Side (street side)	
Rear	
Maximum Building Height	
Total No. of Parking Stalls:	
Standard	
Handicapped	

N/A

APPLICATION PROCESSING

Each application must be submitted with the required processing fee and all applicable submittal requirements. Additional information or materials may be needed before an application is accepted as complete. An incomplete application may be closed if it remains inactive for 180 days or more.

OWNER'S SIGNATURE

I, Ridge Ranch Belago LLC am the owner of the property described in this application and hereby authorize
Print Name
Dennis S. Rice to act on my behalf on matters pertaining to this application.
Applicant/Representative Name

Property Owner's Signature — Date: 5-18-2011

Note: If more than one owner, a separate page must be attached, listing the names and addresses of all persons (if a corporation, list officers and principals) having interest in the property ownership.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all the foregoing information is true and correct, and recognize that any false or misleading information shall be grounds for denial of this application. I also acknowledge that I am aware of and agree to indemnify the City in any legal proceedings pertaining to this request for discretionary land use approval. Section 9.02.310 of the Moreno Valley Municipal Code.

Applicant's Signature — Date: 5-18-2011

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RIDGE RANCHO BELAGO, LLC
8430 WEST BRYN MAWR AVE
SUITE 400
CHICAGO, IL 60631
773-695-1250

JP MORGAN CHASE BANK, N.A.
CHICAGO, IL 60605

2-1/710

DATE	CHECK NO.	AMOUNT
May 17, 2011	1194	**********$750.00

Pay:**********Seven hundred fifty dollars and no cents

PAY TO THE ORDER OF
CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈001194⑈ ⑆071000013⑆495693⑈

Item No. E.3

MV00112808

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

1. **ADOPT** City Council Resolution No. 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution.

OR

If the City Council elects to overturn the Planning Commission decision, and approve the project:

1. **ADOPT** City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

2. **INTRODUCE** Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

3. **INTRODUCE** Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

4. **ADOPT** City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

5. **ADOPT** City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, on May 12, 2011, denied the proposed Zone Change required to allow the project. The Planning Commission adopted Resolution No. 2011-13 (Attachment 21) on June 9th documenting the denial by a vote of 3-2 with two commissioners absent or abstaining. Individual Planner Commissioners stated concerns with increased truck traffic on Redlands Boulevard, impacts to aesthetics and views from State Route 60, and the lack of a specified tenant for the project.

Appeal

An appeal of the Planning Commission's denial was submitted on May 19, 2011, by the applicant, Ridge Rancho Belago, LLC. The appeal was received within the required 15 day appeal period. The appeal letter has been included as Attachment 22.

The letter listed the following as the reasons for the appeal:

- The project's architecture is consistent with prior approvals for warehouse buildings of similar size;
- Requiring a project to have a signed lease agreement prior to approval of the land use is not a standard practice.
- Redlands Boulevard is currently identified as a truck route in the City's General Plan. The traffic study identified intersection and roadway segments that required mitigation to meet or improve General Plan levels of service requirements and the project has been conditioned to complete/install infrastructure in the immediate vicinity and off-site to mitigate operational impacts to the City's circulation system.

BACKGROUND

West Ridge Commerce Center

The applicant, Ridge Rancho Belago, LLC, submitted five applications for development of the West Ridge Commerce Center Project (Zone Change, Municipal Code Amendment, Plot Plan, Tentative Parcel Map, and Environmental Impact Report), in order to develop a 937,260 square foot warehouse facility on a 55-acre site located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard is presented as a Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was an issue reviewed for the project. Future Eucalyptus Avenue separates the proposed project from residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site.

In order to provide compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone

of 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

The Municipal Code Amendment would add a standard to the Light Industrial zone to require industrial and warehouse structures greater than 50,000 square feet to be separated from any residential district as determined by an air quality and noise impact analysis. The minimum separation distance would be 250 feet between the residential district and the building, truck court or loading area. Attachment 18 provides the proposed Amendment text. The proposed amendment would be effective City-wide.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility on 55 acres. The warehouse facility is a permitted use in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas on the northern and southern elevations and are screened by perimeter concrete tilt-up walls and slopes with a tree row required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide parking lot and setback landscape to include ground cover, shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will include curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, the Draft EIR was prepared by Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the Draft EIR for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required responsible agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. Two letters were received after the end of the review period.

Final Environmental Impact Report

The Draft EIR and Response to Comments constitute the Final EIR. Responses to the comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Final EIR was mailed to all interested parties and responsible agencies on April 28, 2011, in excess of the minimum notice period of 10 days required by CEQA. As was the case with the Draft EIR, the Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of

potential impacts cannot be reduced to a less than significant level. As identified in the document, these impacts are considered to be significant and unavoidable.

Although certain identified impacts cannot be reduced to less than significant levels, CEQA allows the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs. If the decision making body determines that the benefits of a proposed project outweigh its unavoidable adverse environmental effects, it may adopt a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant and do not require mitigation. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

Typically, the Planning Commission would take public testimony on the EIR and project and forward a recommendation to City Council. However, since the Planning Commission voted 3-2 denying approval of the requested Zone Change, effectively denying the project, no review or recommendation on the EIR was required.

Before the proposed project can be acted upon, the City Council must review the final EIR, receive public testimony and either certify or reject the Final EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

The proposed Municipal Code Amendment is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

DISCUSSION

Planning Commission Public Hearing

Prior to the Planning Commission public hearing on May 12, 2011, staff received three emails from the Sierra Club commenting on the project and the related EIR. An email was also submitted by Paul Claxton, along with letters from the South Coast Air Quality Management Board and Johnson & Sedlack (Attachments 23-28). Copies of the referenced correspondence were provided to the Planning Commission.

A public hearing for the project was conducted on May 12, 2011. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to building architecture, notification efforts by the applicant, and pre-leasing the building prior to approval of the land use.

There were three speakers at this meeting. Concerns raised by the speakers included increased truck traffic on Redlands Boulevard and Ironwood Avenue, too frequent changes to the General Plan Land Use Element, the City's policy for notification of a public hearing, opposition to the Zone Change request, preservation of the rural east end of City, air quality and Commissioner objectivity.

The Planning Commission asked the applicant whether they would agree to change the architecture or guarantee a tenant or buyer. The applicant indicated that securing a tenant or buyer prior to approval of the project was not a possibility. The applicant was not willing to make changes to the architecture and asserted that the proposed architecture meets current City design criteria. Planning staff stated that the proposed architecture is consistent with both the Municipal Code and prior City warehouse approvals.

Following public testimony, the Planning Commissioners discussed the project, and then voted 3-2 to deny the Zone Change, effectively denying the project based on concerns with the project's design and potential impacts. There was no discussion of the Environmental Impact Report and no recommendation action taken on project's environmental documents.

ALTERNATIVES

1. The City Council could deny the project by adopting the denial resolution included as Attachment 2.

2. The City Council could approve the project by adopting the resolutions and ordinances included as Attachments 3 through 7.

3. The City Council could modify the project as presented.

4. The City Council could refer the project back to the Planning Commission with direction.

SUMMARY

This report addresses the appeal of the Planning Commission's May 12, 2011 denial of Zone Change application PA08-0098 to change the zone from Business Park to Light Industrial for a 55 acre site for the West Ridge Commerce Center project. The project also includes applications for Plot Plan PA08-0097 for a 937,260 square foot warehouse facility on 55 acres; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum

separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal. Staff has provided recommended actions that would permit City Council to either uphold the Planning Commission denial or overturn that action and approve the proposed project.

NOTIFICATION

Notice of the appeal of the proposed West Ridge Commerce Center project was provided to all property owners of record within 300' of the properties covered under these applications as well as agencies and interested parties that requested notification of public meetings for this project. The public hearing notice for this project was also posted on the property site and published in the local newspaper.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. City Council Denial Resolution No. 2011-76
3. Environmental Impact Report Resolution No. 2011-77, including Statement of Overriding Considerations and Mitigation Monitoring Program
4. Ordinance No. 829 - Zone Change
5. Ordinance No. 830 - Municipal Code Amendment
6. Resolution No. 2011-78 - Plot Plan PA08-0097
7. Resolution No. 2011-79 - Tentative Tract Map 36207
8 Planning Commission Staff Report excluding exhibits
9. Planning Commission Minutes from May 12, 2011 meeting
10. Environmental Impact Report
11. Site Plan
12. Elevations
13. Color Rendering
14. Cross Sections – Line of Sight
15. Preliminary Landscape Plan
16. Tentative Parcel Map 36207
17. Aerial Photograph
18. Revisions to Municipal Code Chapter 9.05 Industrial Districts
19. Response to SCAQMD comments
20. Response to Tom Hyatt comments
21. Planning Commission Denial Resolution No. 2011-13
22. Appeal letter from Ridge Rancho Belago, LLC dated 05/19/11
23. Sierra Club email dated 05/05/11
24. Sierra Club email dated 05/09/11
25. Sierra Club email dated 05/11/11
26. Johnson & Sedlack comment letter dated 05/12/11
27. South Coast Air Quality Board comment letter dated 05/12/11
28. Email comments from Paul Claxton date 05/11/11

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00112818

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: P08-133 – Environmental Impact Report
PA08-0098 – Zone Change
PA10-0017 – Municipal Code Amendment
PA08-0097 – Plot Plan
PA09-0022 – Tentative Parcel Map No. 36207

APPLICANT: Ridge Rancho Belago, LLO

OWNER: Ridge Rancho Belago, LLC

REPRESENTATIVE: Inland Empire Development Services

LOCATION: South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard

PROPOSAL: A public hearing regarding an appeal of the Planning Commission's May 12, 2011 denial of a Zone Change (PA08-0098) from Business Park (BP) to Light Industrial (LI) for a 55 acre site for the West Ridge Commerce Center project. The project also includes a Plot Plan (PA08-0097) for a 937,260 square foot warehouse facility; Tentative Parcel Map No. 36207 (PA09-0022) to create a single parcel; and a Municipal Code Amendment to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the project.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 3

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

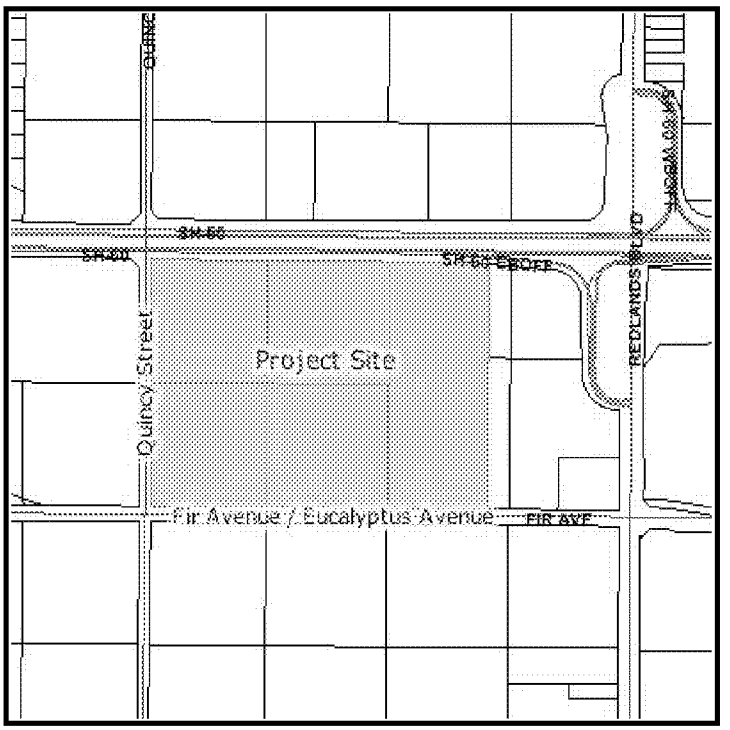

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: July 12, 2011 at 6:30 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

ATTACHMENT 1

Item No. E.3

MV00112819

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MV00112820

RESOLUTION NO. 2011-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING A CHANGE OF ZONE (PA08-0098) FROM BP (BUSINESS PARK) TO LI (LIGHT INDUSTRIAL) FOR AN APPROXIMATE 55 ACRE SITE, LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of a change of zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an approximately 55 acre site located on the south side of State Route 60, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the Zone Change application.

WHEREAS, on June 9, 2011, the Planning Commission adopted a resolution by a vote of 3 to 2 to deny the proposed Change in Zone.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider an appeal of the Planning Commission's denial of the Zone Change application.

WHEREAS, the project also includes applications for an Environmental Impact Report (EIR) (P08-133), a Municipal Code Amendment (PA10-0017), a Plot Plan (PA08-0097) and Tentative Parcel Map No. 36207 (PA09-0022). Since the City Council voted to deny the Change of Zone, no action on the related project applications is required, since the applications are moot.

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. The Moreno Valley General Plan designates State Route 60 (SR-60) as a local scenic road (Policy 7.7.3). In addition, Figure 5.11-1, "Major Scenic Resources," illustrates that the Project site is located within a view corridor.

The proposed Change of Zone may not be consistent with the General Plan's policy regarding protection of scenic resources. The proposed project includes a 937,260 square foot warehouse industrial building which exceeds the maximum building area of 50,000 square feet permitted by the current zoning designation of Business Park. Adequately designing a building elevation(s) that is visible along a scenic corridor might prove difficult due to the scale and massing of a single large warehouse building. A business park comprised of smaller buildings (50,000 square feet or less) might afford opportunities for view corridors between the structures.

2. The proposed warehouse industrial buildings would increase the amount of heavy truck traffic on adjacent Redlands Boulevard leading from the project to Highway 60. Potential conflicts may be created with the mixing of heavy trucks and residential and business park traffic. The increase in heavy truck traffic would be incompatible with the lower intensity business park uses and residential uses identified on the General Plan Land Use Element for this area. The proposed warehouse industrial building would be better suited to areas in the City that provide better access to the freeway system through upgraded roadways and freeway interchanges.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, DENYING a Change of Zone (PA08-0098) for an approximate 55 acre site from BP (Business Park) to LI (Light Industrial).

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00112824

RESOLUTION NO. 2011-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P08-133), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE WEST RIDGE COMMERCE CENTER PROJECT, GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF FIR AVENUE/FUTURE ECUALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD.

WHEREAS, on July 12, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes a Plot Plan for a 937,260 square foot distribution warehouse facility on 55 acres. The warehouse building includes 173 dock doors and provides parking for 307 employees/visitors and 175 trailer parking spaces within the enclosed truck court. The project site is currently zoned Business Park which limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial is required to allow the larger building proposed by the project. Tentative Parcel Map No. 36207 proposes to combine the multiple parcels of the project site into a single parcel This project also requires approval of a Municipal Code amendment to Chapter 9.05 Industrial Districts to require a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. The proposed amendment will be effective citywide;

WHEREAS, the project includes applications for a Change of Zone (PA08-0098), Municipal Code Amendment (PA10-0017), a plot plan (PA08-0097) and a tentative parcel map (PA09-0022). All the applications are related but shall not be approved unless the Environmental Impact Report (P08-133) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on October 22, 2010, while the review period ended on December 6, 2010. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on April 28, 2011, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

ATTACHMENT 3

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider a Final EIR for this project.

WHEREAS on July 12, 2011, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed West Ridge Commerce Center Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, the final EIR includes a review of potential impacts associated with the implementation of the West Ridge Commerce Center Project, including, but not limited to aesthetics, air quality, biological resources, cultural resources, hydrology and water quality, land use, noise, transportation/traffic, and utilities/service systems;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the West Ridge Commerce Center Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the West Ridge Commerce Center Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed West Ridge Commerce Center Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects and the Approval of the Westridge Commerce Center Project (State Clearinghouse No. 2009101008)

I. INTRODUCTION

The City Council of Moreno Valley (this "Council"), in certifying the EIR for the Westridge Commerce Center Project and approving Tentative Parcel Map 36207 and a Plot Plan authorizing the construction of up to 937,260 square feet of light industrial/distribution warehouse uses (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented at the end of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring and Reporting Program ("MMRP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record before this Council, including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience. The omission of some detail or aspect of the EIR does not mean that it has been rejected by this Council.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the City of Moreno Valley. The Project site consists of approximately 54.66 acres of vacant and undeveloped land, located southeasterly of the SR-60 interchange with Redlands Boulevard. Specifically, the Project is bounded by SR-60 to the North, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the

EXHIBIT A

west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east.

Properties to the west of the Westridge Commerce Center Project site, across the Quincy Channel, are currently in agricultural production; however, a development proposal has been submitted to the City for this adjacent site, involving six (6) distribution warehouse facilities totaling approximately 2.25 million square feet on 117 acres, and an EIR is currently being prepared for this project. To the south, across the Fir (future Eucalyptus) Avenue alignment, properties are currently vacant with the exception of one residence located near the southeasterly corner of the Project site. No active development proposals exist for southerly adjacent properties, which have a General Plan Land Use designation of "R2," allowing two dwelling units (DU) per acre. Properties immediately to the east of the Project site are designated for commercial use, though no development proposal is currently on file. Further to the east, across Redlands Boulevard, the Highland Fairview Corporate Park project is currently under construction. At buildout, this Project would involve approximately 2.6 million square feet of warehouse distribution uses and 200,000 square feet of commercial uses on approximately 158 acres located south of SR-60, between Redlands Boulevard and Theodore Street.

2. <u>Project Description</u>

The Project consists of construction and operation of an approximately 937,260 square foot light industrial/distribution warehouse facility, with onsite parking, circulation, and all required infrastructure. The Project site is currently designated for Business Park/Light Industrial uses in the City's General Plan, and its zoning designation is Business Park. The development of the Project requires a change of zone, from Business Park to Light Industrial zoning, to allow for the proposed light industrial/distribution warehouse uses configured in a single structure greater than 50,000 square feet. A Municipal Code text amendment to Section 9.05.020 B is also required by the Project, to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- A zone change from Business Park to Light Industrial;
- Amendment to Municipal Code Section 9.05.020 B [Light Industrial Districts];
- Tentative Parcel Map approval (PM 36207);
- Development Plan Review and Plot Plan approval for the entire Project;
- Construction, grading, and encroachment permit approvals;
- Vacation and/or dedication of public rights-of-way and easements;
- Approval of the Final Water Quality Management Plan (WQMP); and
- Any other City of Moreno Valley approvals that may be necessary pursuant to applicable laws and regulations.

B. PROJECT OBJECTIVES

The Project Objectives include the following:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On October 1, 2009 the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.
- On October 28, 2009, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP public review period ran for 30 days, from October 1 to October 30, 2009. Written comments on the NOP were received from 26 different agencies, organizations, and individuals. The scope of the issues identified in the comments expressing concern included potential impacts associated with: aesthetics; agricultural resources; air quality; biological resources; geology and soils (seismic risk); hazardous materials; hydrology/water quality; land use; noise; solid waste generation; traffic and circulation; water supply; alternatives selection; cumulative impacts; growth inducement; and the use of green building standards and solar energy.
- Based on the Initial Study, included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information and analysis to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Agricultural Resources; (2) Geology and Soils; (3) Hazards/Hazardous Materials; (4) Mineral Resources; (5) Population/Housing; (6) Public Services; (7) Recreation; and, (8) Utilities and Service Systems.

- On October 21, 2010, the NOA/NOC was filed with the Riverside County Recorder and the State Clearinghouse and the DEIR was circulated for the 45 day public review, which ended December 6, 2010.
- The City received a total of six (6) comment letters from public agencies; five (5) from local business or community organizations; and thirteen (13) from individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.
- On December 2, 2010, the City held a publicly noticed meeting to provide additional information about the Project and the EIR.
- On April 29, 2011 in accordance with *Public Resources Code* Section 21092.5, the City provided written proposed responses to public agencies that commented on the DEIR.
- On May 12, 2011, the City Planning Commission conducted a public hearing to consider the Project. After public testimony presented at the hearing, the Planning Commission denied the requested Zone Change for the Project, effectively denying the Project.
- On May 19, 2011, an appeal letter and application were submitted to the City by the applicant, Ridge Rancho Belago, LLC, appealing the Planning Commission's denial of the Project to the City Council.
- On June 30, 2011, Notice of the City Council hearing to consider the Project was provided in the following newspaper(s) of general and/or regional circulation: Press Enterprise.
- On July 12, 2011, this Council approved a continuance to August 23, 2011.
- On August 23, 2011, this Council held a public hearing to consider the Project and staff recommendations. The City, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of Overriding

Considerations, and the further recommendations in the Staff Report, and approved the Project, including the requested change of zone, Municipal Code Amendment, and PM 36207 (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of Applied Planning, Inc. ("Applied Planning") to prepare the EIR for the Project. Applied Planning has prepared the EIR under the supervision, direction and review of the City with the assistance of an independent peer review (Willdan Associates). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA CPRC Section 21067 as amended. The City Council has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *Public Resources Code* Section 21082.1(c)(3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose.

Finding: Unless specifically stated to the contrary in these findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures

recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these facts, findings and statement of overriding considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 and 5.0 of the DEIR and Section 4.0 of the FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Chapter 3.0 of the FEIR.

The EIR evaluated nine major environmental categories for potential impacts including Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hydrology and Water Quality, Land Use, Noise, Traffic and Circulation and Water Supply. Both Project-specific and cumulative impacts were evaluated. Of these nine major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub issues discussed in Sections V.A and V. B below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

1. **Land Use**

a. **General Plan Consistency**

Potential Significant Impact: Whether the Project is consistent with applicable provisions of the City's General Plan.

Findings: Potential impacts of the Project related to consistency with the General Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to General Plan consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's General Plan Land Use designation is "Business Park/Light Industrial." The warehouse and distribution uses proposed by the Project are permitted or conditionally permitted by, and therefore are considered to be consistent with, applicable General Plan Land Use Plans and Policies. (DEIR, pg. 4.1-17) Accordingly, impacts associated with General Plan consistency would be less-than-significant and no mitigation is required.

b. **Zoning Consistency**

Potential Significant Impact: Whether the Project would conflict with the applicable zoning.

Findings: Potential impacts of the Project related to consistency with zoning are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to zoning consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's existing zoning designation of Business Park (BP) does not allow for development of distribution warehouse uses within single structures of more than 50,000 square feet, as proposed by the Project. As such, a zone change from BP to Light Industrial (LI) is requested in order to accommodate the Project. The proposed LI zoning designation is consistent with the site's underlying General Plan Land Use designation of Business Park/Light Industrial. In order to ensure compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses, a Municipal Code Amendment is also proposed that would require a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as

required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. (DEIR, pgs. 4.1-20 to 4.1-24) Accordingly, with approval of the Project's requested zone change and Municipal Code Amendment, impacts associated with zoning consistency would be less-than-significant and no mitigation is required.

c. Consistency with SCAG Plans and Policies

Potential Significant Impact: Whether the Project would conflict with any applicable Southern California Association of Governments (SCAG) plan or policy.

Findings: Potential impacts of the Project related to consistency with the applicable SCAG plans and policies are discussed in detail in Section 4.1 of the Draft EIR. Based on the entire record before us, this Council finds that no significant impacts related to inconsistency with SCAG's regional plans or policies areas will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a SCAG member agency, and is subject to applicable Policies of SCAG's regional plans. The DEIR assessed the Project and found it to be consistent with applicable SCAG Policies on Growth Management, Air Quality, Open Space and Conservation, and Water Quality, Regional Transportation. The Project was also found to be consistent with SCAG's Regional Transportation Plan and Compass Growth Visioning Principles. (DEIR, pgs. 4.1-24 to 4.1-30) Accordingly, any impact associated with SCAG plan or policy consistency would be less-than-significant and no mitigation is required.

d. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with applicable Habitat Conservation Plans or other natural community conservation plans.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and the Stephens' Kangaroo Rat Habitat Conservation Plan. The Project complies with all applicable provisions of the MSHCP. The Project site is not within an MSHCP Criteria Cell, nor is the site within 1,000 feet of an identified Criteria Cell. No MSHCP conservation areas or habitat linkages occur onsite. (DEIR, pg. 4.1-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required.

Prior to the implementation of the MSHCP, Riverside County adopted a separate HCP for the Stephens' kangaroo rat (SKR, Dipodomys stephensi), which are federally listed as endangered and state listed as threatened. As with the MSHCP, participants of the SKR HCP can incorporate projects into the incidental "take" permit for SKR if the project complies with the requirements of the SKR HCP implementing agreement. Payment of the mitigation fees and compliance with the SKR HCP requirements provides full mitigation under CEQA for impacts to SKR. (DEIR, pg. 4.8-14)

e. Potential to Divide an Established Community

Potential Significant Impact: Whether the Project would physically divide an established community.

Findings: Potential impacts of the Project related to the potential division of an established community are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the physical division of an established community will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is located within, and continues the business park/light industrial land uses that exist or are proposed along the City's southerly SR-60 frontage, consistent with land use and development patterns reflected in the Moreno Valley General Plan Land Use Map. Adjacent parcels to the east and south are currently vacant, with the exception of a single family residence to the south of Fir (future Eucalyptus) Avenue near the Project site's southeasterly corner. Parcels adjacent to this residence are designated for Rural Residential (RA-2) uses. However, with the exception of the single existing residence south of Fir (future Eucalyptus) Avenue, this adjacent, residentially designated area is not yet

developed, and as such, does not constitute an "established community." Implementation of the Project will realize light industrial/warehouse distribution uses that are compatible with, and similar to, anticipated development to the east and west of the Project as part of the approved Highland Fairview Corporate Park project, and the proposed ProLogis project. (DEIR, pgs. 4.1-32 to 4.1-33) Accordingly, any impacts related to the division of an established community would be less-than-significant and no mitigation is required.

f. Cumulative Impacts Related to Land Use

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to land use.

Findings: Potential cumulative impacts of the Project related to land use are discussed in detail in Section 5.1.1.1 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to land use will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. While it is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area, the proposed land use is consistent with the City's General Plan Land Use Element. The Project is also consistent with SCAG's regional plans and policies and the Western Riverside County MSHCP. With approval of the requested zone change (from Business Park to Light Industrial) and Municipal Code Amendment, in addition to approval of the discretionary actions identified in Section II (A)(3) of these Findings, the Project's contributions to potential cumulative land use impacts related to General Plan, Zoning, and Regional Plan consistency are less-than-significant. There are no known or probable off-site development proposals that would not, or could not, comply with applicable General Plan provisions; or that would otherwise adversely compound land use approvals requested by the Project, and so be determined to be cumulatively significant. It is assumed that other development projects within the cumulative impact area will also request appropriate discretionary land use approval where necessary, thereby reducing potential cumulative impacts. (DEIR, pgs. 5-5 to 5-7) Accordingly, any impacts to land use would not be cumulatively considerable and no mitigation is required.

2. Traffic and Circulation

a. Increase in Roadway Hazards

Potential Significant Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Findings: Potential impacts of the Project related to increased roadway hazards are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: To ensure appropriate design and implementation of all Project access improvements, the final design of the Project site plan, to include locations and design of proposed driveways, shall be reviewed and approved by the City Traffic Engineer. Efficient and safe operations of the Project are provided by on-site and localized circulation and intersection improvements included as components of the Project. The safety of bicyclists and pedestrians shall be taken into consideration during the final design of future intersections within the vicinity of the Project. Additionally, sight distance at each Project access point shall be reviewed with respect to standard Caltrans/City of Moreno Valley sight distance standards at the time of preparation of final grading, landscape and street improvement plans. Temporary and short-term traffic detours and traffic disruption that may result during Project construction is adequately addressed through the submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours. Implementation of the approved construction area traffic management plan and resulting construction traffic control measures reduces potential circulation system impacts during construction to levels that are less-than-significant. (DEIR, pgs. 4.2-84 to 4.2-85) Therefore, no mitigation is required.

b. Emergency Access

Potential Significant Impact: Whether the Project would result in inadequate emergency access or access to nearby uses.

Findings: Potential impacts of the Project related to emergency access are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the construction area traffic management plan/construction traffic control measures will assure adequate emergency access during the construction of the Project. Adequate emergency access will be provided upon completion of the Project improvements and mitigation measures. Prior to buildout of the local roadway system, which will ultimately include a bridge over the Quincy Channel, analysis included in the DEIR indicates that emergency vehicles serving the Project vicinity will be able to meet or exceed Moreno Valley Fire Protection Agency objectives for a five-minute response time using any of three alternate routes. Additionally, buildout of the local roadway system will improve overall emergency response to the area. (DEIR, pgs. 4.2-86 to 4.2-88) Accordingly, any impacts related to emergency access would be less-than-significant and no mitigation is required.

c. Alternative Transportation

Potential Significant Impact: Whether the Project would conflict with adopted policies supporting alternative transportation.

Findings: Potential impacts of the Project related to alternative transportation are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to alternative transportation will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Riverside Transit Agency (RTA) currently provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. City staff has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project. However, the Project does not propose elements or aspects that would interfere or conflict with

the future provision of transit services. The Project will provide pedestrian and bikeway facilities consistent with City Municipal Code requirements to be identified in the Project Conditions of Approval, thereby reducing potential impacts below significance thresholds. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pg. 4.2-89) Therefore, no mitigation is required.

d. Air Traffic Patterns

Potential Significant Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an Airport Area of Influence or Airport Land Use Plan (ALUP). The March Inland Port/March Air Reserve Base is the airport located nearest the Project site, approximately five miles to the southwest. The Project does not propose elements that would affect, or be affected by, air traffic facilities. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pgs. 4.2-89 to 4.2-90) Therefore, no mitigation is required.

3. <u>Air Quality</u>

a. Air Quality Management Plan Consistency

Potential Significant Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to the applicable air quality plan are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The

Project is consistent with AQMP Consistency Criterion No. 1 because it will not cause a potential increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP. (DEIR, pgs. 4.3-51 to 4.3-52) The Project will not exceed the California Ambient Air Quality Standards ("CAAQS") for localized criteria pollutants during construction operations. While operational emissions will be generated in excess of SCAQMD's regional threshold criteria, these emissions are already accounted for in the AQMP since the Project is consistent with the land uses and development intensities reflected in the City General Plan and incorporated in the adopted AQMP. Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and incorporated in the adopted AQMP. Because the Project is consistent with the General Plan Land Use designation of Business Park/Light Industrial, it does not exceed growth projections contained in the City's General Plan, and is consistent with growth assumptions in the AQMP. (DEIR, pgs. 4.3-52 to 4.3-53) Accordingly, impacts related to consistency with the applicable air quality plan will be less-than-significant and no mitigation is required.

b. Objectionable Odors

Potential Significant Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose land uses typically associated with emitting objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon

completion of the respective phase of construction and is thus considered less-than-significant. Project-related operational odor sources such as vehicle exhaust and routine painting/ maintenance activities are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects. (DEIR, pg. 4.3-88) Accordingly, impacts related to objectionable odors will be less-than-significant and no mitigation is required.

c. Greenhouse Gas Emissions

2. Potential Significant Impact: Whether the Project would directly or indirectly generate greenhouse gas emissions that may have a significant impact on the environment.

3. Findings: Potential impacts of the Project related to greenhouse gas emissions are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to the direct or indirect creation of greenhouse gas emissions and, therefore, no mitigation is required. Nonetheless, in order to reduce Project-related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, the following Mitigation Measures 4.3.11 through 4.3.13 will be implemented through the MMRP.

4.3.11 *Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.*

- *Increase in insulation such that heat transfer and thermal bridging is minimized;*
- *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*
- *Incorporate dual-paned or other energy efficient windows;*

- *Incorporate energy efficient space heating and cooling equipment;*
- *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;*
- *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.*
- *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.*
- *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*

4.3.12 *The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.*

4.3.13 *GHG emissions reductions measures shall also include the following:*

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan*

approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;

- *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.*
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*
- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*
    - *Implementation of compressed workweek schedules;*
    - *SmartWay partnership;*

- *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*
- *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*
- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks; and*
- *Use of SmartWay 1.25 rated trucks.*

Facts in Support of the Findings: As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the DEIR's analysis demonstrates that the Project will not exceed the proposed quantitative thresholds of CARB or the SCAQMD. Accordingly, Project greenhouse gas emissions impacts are considered less-than-significant. (DEIR, pgs. 4.3-88 to 4.3-94)

a. Greenhouse Gas Emission Reduction Plan Consistency

Potential Significant Impact: Whether the Project would conflict with any applicable plan, policy or regulation adopted for the purposes of reducing the emissions of greenhouse gases.

Findings: Potential impacts of the Project related to consistency with greenhouse gas emission reduction plans are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable greenhouse gas emissions reduction plans and, therefore, no mitigation is required.

Facts in Support of the Findings: In the absence of approved guidelines or thresholds, the Project's consistency with the State's goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change Scoping Plan. As documented in the DEIR, the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. Additionally, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures. (DEIR, pgs. 4.3-94 to 4.3-110) Accordingly, impacts related to consistency with applicable greenhouse gas emissions reduction plans will be less-than-significant and no mitigation is required.

4. Noise

a. Ground-Borne Vibration/Ground-Bourne Noise

Potential Significant Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to ground-borne vibration and groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. (DEIR, pg. 4.4-28) Although

heavy equipment employed during Project construction could potentially generate groundborne vibration resulting in annoyance at area residential land uses, the only sensitive receptor close enough to the Project site to experience disturbance is the single residence located at 28855 Fir Avenue. Vibration-producing activities at this location are unlikely to be sustained during the entire construction period, but will occur rather only during the times that heavy construction equipment in the vicinity of this residence at the Project site perimeter. (DEIR, pgs. 4.4-27 to 4.4-28) Accordingly, potential groundborne vibration impacts due to Project construction or operations are less-than-significant and no mitigation is required.

b. Aircraft Noise

Potential Significant Impact: Whether the Project would result in significant impacts related to aircraft noise.

Findings: Potential impacts of the Project related to aircraft noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to aircraft noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an airport land use plan or within two miles of a public airport, public use airport, or private airstrip. While occasional aircraft overflight noise from regional air facilities is expected to occur, the Project would not expose people residing or working in the Project area to excessive noise levels from aircraft operations. (DEIR, pg. 4.4-28) Accordingly, impacts related to aircraft noise will be less-than-significant and no mitigation is required.

5. Water Supply

a. Effect on Groundwater Supplies

Potential Significant Impact: Whether the Project would substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

Findings: Potential impacts of the Project in regard to groundwater supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose nor require direct ground water withdrawals. Water to be provided to the Project will be supplied from imported water through MWD, with no impact to groundwater supplies. As such, the Project would not substantially deplete groundwater supplies. Nor will the Project substantially interfere with groundwater recharge capabilities. No designated groundwater recharge facilities exist within or proximate to the Project site, nor does the Project propose elements or operations that would directly or indirectly affect any designated groundwater recharge facilities. The Project will establish open space areas and landscaping allowing for potential capture, retention and infiltration of storm waters to the groundwater table. Accordingly, Project-related impacts relative to groundwater supply and recharge are less-than-significant. (DEIR, pgs. 4.5-26 to 4.5-27) Therefore, no mitigation is required.

b. Require New Water Supplies

Potential Significant Impact: Whether the Project would require new or expanded water supplies.

Findings: Potential impacts of the Project in regard to water supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required. Nonetheless, in order to further reduce the Project's overall water use, ensure ongoing availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project Water Supply Assessment (WSA), the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measure 4.5.1 through 4.5.4. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.

4.5.1 *Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.*

4.5.2 *The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.*

4.5.3 *The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.*

4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.*

Facts in Support of the Findings: As required under SB 610/221, a WSA has been prepared for the Project. The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, Eastern has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. With the implementation of these conditions, incorporated in the DEIR as Mitigation Measures 4.5.1 through 4.5.4, Project-related impacts relative to water supply are less-than-significant. (DEIR, pgs. 4.5-27 to 4.5-29)

c. Cumulative Impacts Related to Water Supply

Potential Significant Impact: Whether the Project would result in cumulatively considerable impacts related to water supply.

Findings: Potential cumulative impacts of the Project related to water supply are discussed in detail in Section 5.1.1.5 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to water supply will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential cumulative or areawide impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. It is assumed that other development projects within the cumulative impact area will also be realized consistent with development anticipated by the adopted Urban Water Management Plan (UWMP), and, like the Project, be required to pay connection and use fees providing for improvement and maintenance of serving water systems, thereby reducing potential cumulative impacts. Based on the preceding discussion, the Project's potential contribution to cumulative impacts in regard to water supply is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-17) Therefore, no mitigation is required.

6. Hydrology and Water Quality

a. Violate Water Quality Standards

Potential Significant Impact: Whether the Project would violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality.

Findings: Potential impacts of the Project related to water quality are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any exceedance of water quality or waste discharge standards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential erosion and siltation impacts related to Project construction will be addressed through the preparation and implementation of a City-approved Storm Water Pollution Prevention Plan (SWPPP), which is required to identify sources of sediments and other pollutants that could affect the quality of storm water discharge, and associated Best Management Practices (BMPs) such as the installation of filter fabric fences, sandbars, and checkdams to reduce pollutants within storm water discharge consistent with City,

County, and Regional Water Quality Control Board (RWQCB) performance standards. To prevent or reduce the effects of urban runoff that could result from long-term Project operations, a Project-specific Water Quality Management Plan (WQMP) will be implemented consistent with the requirements of Riverside County's National Pollutant Discharge Elimination System (NPDES) permit. The Project WQMP will incorporate selected BMPs approved by the City, the Riverside County Flood Control and Water Conservation District, and the Santa Ana RWQCB to establish a program and means to prevent or minimize potential storm water pollutant discharges over the life of the Project. As such, the potential for the Project to violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality is determined to be less-than-significant. (DEIR, pgs. 4.6-16 to 4.6-22) Accordingly, no mitigation is required.

b. Flooding on- or off-site

Potential Significant Impact: Whether the Project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems; or provide substantial additional sources of polluted runoff.

Findings: Potential impacts of the Project relating flooding and stormwater management are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flooding or excess runoff will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project's drainage facilities will maintain existing drainage patterns (trending from northwest to southeast) will be maintained, and no stormwater runoff from the Project site will be directed to the Quincy Channel. Project storm water management improvements will be implemented to accommodate existing off-site flows in combination with increased onsite storm water discharge rates/volumes, and to address Project-related urban storm water pollutants. These include construction of a concrete cut-off wall protection barrier along the westerly edge of the Project area, to be located and designed so as not to impact any Delineated Jurisdictional Areas along the eastern bank of Quincy Channel,

and to help prevent any further erosion caused by migrating flows from the Quincy culvert crossing the SR-60 freeway. Along the south side of the Project, within the Fir (future Eucalyptus) Avenue right-of-way, drainage facilities will be installed consistent with Riverside County's Moreno Area Drainage Plan (ADP) line D-3. Along the east side of the property, the existing 60-inch culvert will remain in place to convey the runoff from north of the freeway to the existing drainage ditch on the west side of Redlands Boulevard. (DEIR, pgs. 4.6-23 to 4.6-25)

On-site, a series of underground pipes has been designed to collect the runoff from around the proposed facility. The underground pipes will be routed to the proposed bio-retention basins and detention basin at the south side of the facility. These basins would reduce storm water discharge from the site to levels equivalent to pre-development conditions, thereby precluding incremental impacts to receiving storm drain facilities. The on-site detention basin system will be designed to detain the differential runoff created due to the development of the site for the 2, 5, 10 and 100 year; 1, 3, 6 and 24 hour storm events. The detention basins will be equipped with an overflow structure that will release runoff into the public storm drain facility (Line D-3) and will ultimately drain to the drainage ditch along the west side of Redlands Boulevard.

Prior to issuance of grading permits, detailed final grading and drainage plans will be reviewed and approved by the City, in compliance with City, County, and SARWQCB requirements. Implementation of approved Project drainage improvements ensures that the Project would appropriately convey storm water runoff without adversely affecting upstream or downstream drainage characteristics. Further, pursuant to the Project SWPPP and WQMP (which, as discussed previously, are designed to minimize potential hydrologic and water quality impacts), Project-generated storm water runoff would not constitute a substantial pollutant source. (DEIR, pgs. 4.6-24 to 4.6-25) Accordingly, the Project would not substantially alter existing drainage patterns and has been developed in a manner that will assure that future runoff does not create any flooding issues, or otherwise exceed the capacity of stormwater drainage systems. Accordingly, any impacts related to flooding and stormwater management would be less-than-significant and no mitigation is required.

c. Place Structures or Housing within a 100-Year Floodplain

Potential Significant Impact: Whether the Project would place housing or structures that would impede or redirect flood flows within a 100-year flood hazard area.

Findings: Potential impacts of the Project related to hydrology and flooding are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the placement of structures or housing within a 100-year floodplain will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a 100-year flood hazard area, nor is the Project site located within a Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 100-year floodplain. Further, the Project does not propose the construction of housing. Implementation of new drainage facilities will ensure adequate flood carrying capacity for storm drainage generated on-site, as well as existing runoff entering the Project site from adjacent properties. As such, the potential for the Project to place housing or structures within a 100-year flood hazard area which would impede or redirect flood flows is less-than-significant. (DEIR, pg. 4.6-27) Accordingly, no mitigation is required.

d. Other Flood Hazards

Potential Significant Impact: Whether the Project would expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or inundation by seiche, tsunami, or mudflow.

Findings: Potential impacts of the Project related to flood hazards discussed in detail in Section II-E of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flood hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a dam inundation area, nor does the Project site lie within a General Plan-designated 100-year flood hazard area or FIRM 100-year floodplain area. Notwithstanding, in order to preclude potential flood damage, the Project will be designed to provide protection of the proposed buildings and Project employees for the 100-year flood event by ensuring that the finished floor is set a minimum of one foot above the 100-year on-site flood elevation. Further, the proposed Project site is not

located within the vicinity of a hazardous coastal area, large water body, or unstable hills or slope. As such, the Project would not expose people to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam; or by inundation from a seiche, tsunami, or mudflow. (DEIR, pg. 4.6-28) Accordingly, no mitigation is required.

e. Cumulative Impacts Related to Hydrology and Water Quality

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts related to hydrology and water quality.

Findings: Potential cumulative impacts of the Project related to hydrology and water quality are discussed in detail in Section 5.1.1.6 of the DEIR. Based on the entire record before us, this Council finds that no significant cumulative impacts related to hydrology and water quality will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area within the jurisdiction of the Santa Ana RWQCB. In accordance with NPDES requirements, the Project proponent will be required to prepare a construction activities erosion control plan to alleviate potential sedimentation and construction storm water discharge contamination impacts of the Project. The Project incorporates storm water management components, including drainage facilities and BMPs, which collectively act to ensure that post-development storm water discharge rates and volumes do not exceed pre-development conditions. Moreover, the Project's proposed storm water management systems will be designed, constructed and maintained so as to ensure compliance with City, RCFCWQCD, and RWQCB storm water quality requirements. In these regards, prior to issuance of building permits, all proposed storm water management components are subject to review and approval by the City, RCFCWQCD, and RWQCB. Ancillary facilities will also be subject to reviewed and approved by Caltrans. Storm water management components to be implemented by the Project, in combination with mandated compliance with State, RWQCB, and City storm water management requirements ensures that adequate storm water conveyance and treatment facilities will be provided to support development and operations of the Project. (DEIR, pgs. 5-18 to 5-19) Accordingly, the Project's potential contribution to cumulative

hydrology and water quality impacts would not be considerable, and the cumulative effects of the Project are less-than-significant.

7. Cultural Resources

a. Disturbance of Human Remains

Potential Significant Impact: Whether the Project would disturb any human remains, including those interred outside of formal cemeteries.

Findings: Potential impacts of the Project related to the potential disturbance of human remains are discussed in detail in Section 4.7 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the disturbance of human remains will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The likelihood of encountering human remains in the course of Project development is remote; however, as required by California Health and Safety Code Section 7050.5, should human remains be found, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are found to be prehistoric, the coroner would coordinate with the California Native American Heritage Commission as required by State law. Based on compliance with these existing regulations, the Project's potential to adversely disturb human remains is considered unlikely. (DEIR, pg. 4.7-14) Accordingly, any impacts associated with the disturbance of human remains would be less-than-significant and no mitigation is required.

b. Cumulative Impacts Related to Cultural Resources

Potential Significant Impact: Whether the Project would result in cumulative considerable impacts to cultural resources.

Findings: Potential cumulative impacts of the Project on cultural resources are discussed in detail in Section 5.1.1.7 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to cultural resources will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for prehistoric, archaeological, and historic resources generally includes the Perris Plain/Perris Valley area (including the Cities

of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within this area would be site-specific. In the event that potentially significant resources are encountered at any development sites within the cumulative impact area, specific mitigation measures would be applied before construction activities could proceed. There are no known or probable potentially significant off-site development proposals that would interact with, or compound Project-related cultural resources impacts, that could be determined to be cumulatively significant. To the extent that each development proposal within the cumulative impact area provides appropriate mitigation during landform modification activities, cumulative impacts to cultural resources are reduced below significance thresholds. Based on the preceding, the Project's potential contribution to cumulative cultural resources impacts is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-19) Therefore, no mitigation is required.

8. Biological Resources

a. Federally Protected Wetlands

Potential Significant Impact: Whether the Project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act.

Findings: Potential impacts of the Project related to federally protected wetlands are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to federally protected wetlands and, therefore, no mitigation is required.

Facts in Support of the Findings: No federally protected wetlands, as defined by Section 404 of the Clean Water Act, exist in the Project area. The Quincy Channel, an ephemeral drainage that runs along the western edge of the Project site, and an existing off-site drainage channel on the west side of Redlands Boulevard contain Army Corps of Engineers (Corps) and California Department of Fish and Game (CDFG) jurisdictional areas, but these channels do not contain federally protected wetlands, as defined by Section 404 of the Clean Water Act. Nor does the Project propose uses or facilities that would otherwise substantively and adversely affect Section 404 federally protected wetlands. Accordingly, potential impacts would be less-than-significant. (DEIR, pg. 4.8-29) Therefore, no mitigation is required.

b. Wildlife Movement, Migration, and Nursery Sites

Potential Significant Impact: Whether the Project would interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Findings: Potential impacts of the Project related to wildlife movement, migration, and nursery sites are discussed in detail in Section 4.8 the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to wildlife movement, migration, and nursery sites and, therefore, no mitigation is required.

Facts in Support of the Findings: During preparation of the MSHCP, wildlife corridors and habitat linkages throughout western Riverside County were analyzed extensively. No MSHCP wildlife habitat linkages or movement corridors were identified at the Project site. Nor does the Project propose facilities or activities that would substantively and adversely affect any offsite designated wildlife habitat linkage or movement corridor. On this basis, the potential for the Project to interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites, is determined to be less-than-significant. (DEIR, pgs. 4.8-29 to 4.8-30) Therefore, no mitigation is required.

c. Local Policies or Ordinances Protecting Biological Resources

Potential Significant Impact: Whether the Project would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

Findings: Potential impacts of the Project related to local policies or ordinances protecting biological resources are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to local policies or ordinances protecting biological resources and, therefore, no mitigation is required.

Facts in Support of the Findings: No local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, have been identified as applicable to the Project. (DEIR, pg. 4.8-30) Accordingly, impacts related to local policies or ordinances protecting biological resources will be less-than-significant and no mitigation is required.

f. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a participating agency in the Western Riverside County Multiple-Species Habitat Conservation Plan (MSHCP). As such, only projects consistent with the MSHCP will be developed within the City. The Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project "is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009." These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. As such, the Project is in compliance with the MSHCP. (DEIR, pg. 4.8-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required. This species has not been recorded within the Project area in the past and is presumed absent from the site. Additionally, the Project is consistent with the Habitat Conservation Plan for the Stephens' Kangaroo Rat, which allows for incidental take of Stephens' Kangaroo Rat for projects located within the plan area. With payment of the appropriate mitigation fee, which the City requires as a standard procedure during the processing of development applications, any potential impacts to Stephens' kangaroo rat would be less-than-significant.

d. Cumulative Impacts Related to Biological Resources

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to biological resources.

Findings: Potential cumulative impacts of the Project related to biological resources are discussed in detail in Section 5.1.1.8 of the DEIR. Based on the entire record before us, this

Council finds that no cumulatively significant impacts related to biological resources will occur as a result of development of the Project.

Facts in Support of the Findings: Implementation of mitigation measures proposed in the MMRP would reduce potential impacts to biological resources to levels that are less-than-significant. In this regard, mitigation of Project-specific biological resources impacts will also reduce the Project's potential incremental contributions to cumulative biological resources impacts within the region such that no additional mitigation for cumulative biological resources impacts is required. To the extent that each development proposal within the cumulative impact area(s) provides appropriate mitigation, cumulative impacts to biological resources are reduced to levels that are less-than-significant. Pursuant to the provisions of CEQA, each development project within the cumulative impact area that requires a discretionary action by a public agency will be assessed for its potential impacts on biological resources. Appropriate biological resources mitigation will also be required of other projects within the cumulative impact area(s). In this regard, it is noted that because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in the DEIR. With the application of the mitigation measures identified in the MMRP, the Project's potential contribution to cumulative impacts in regard to biological resources is not considerable, and the cumulative effects of the Project are determined to be less-than-significant. (DEIR, pgs. 5-20 to 5-23) Accordingly, no mitigation is required.

9. Aesthetics

a. Scenic Resources

Potential Significant Impact: Whether the Project would substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a State scenic highway.

Findings: Potential impacts of the Project related to scenic resources are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to scenic resources will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is comprised of vacant disturbed property and does not contain designated scenic resources. No rock outcroppings or historic buildings are located onsite. Although the City's General Plan designates SR-60 as a local scenic road, this highway is not included in the California Department of Transportation's list of Officially Designated Scenic Highways. The Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements. (DEIR, pg. 4.8-19) Accordingly, impacts to scenic resources would be less-than-significant and no mitigation is required.

b. Visual Character

Potential Significant Impact: Whether the Project would substantially degrade the existing visual character or quality of the site and its surroundings.

Findings: Potential impacts of the Project related to visual character are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to visual character will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Determinations of visual character and quality are inherently subjective by nature. The DEIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. It is further noted that development of the subject site with business park and/or light industrial uses reflects buildout of the area anticipated under the General Plan, resulting in substantial visual change of the area, whether under the Project, or some other unspecified development proposal. To provide a visual transition and buffer between southerly adjacent properties (zoned for large lot residential uses) and the Project site, the Project incorporates a 250-foot landscaped setback along its southerly boundary. Masonry walls (which would be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti) are also proposed to screen the Project's operations from surrounding land uses. As supported by the preceding discussions, and with implementation of

the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant. (DEIR, pgs. 4.8-20 to 4.8-21) Accordingly, any impacts to the area's visual character would be less-than-significant and no mitigation is required.

c. Light or Glare

Potential Significant Impact: Whether the Project would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Findings: Potential impacts of the Project related to light and glare are discussed in detail Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to light and glare will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Onsite lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance, including but not limited to Section 9.08.100, "Lighting." Project lighting will be designed and implemented so as to illuminate the site without causing undue light or glare, and to avoid light overspill on adjacent properties. (DEIR, pgs. 4.9-23 to 4.9-25) Accordingly, any impacts related to light and glare would be less-than-significant and no mitigation is required

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and

overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including Traffic and Circulation, Cultural Resources, and Biological Resources, were found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are included as Conditions of Approval and set forth in the MMRP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. <u>Traffic and Circulation</u>

a. Substantial Increase in Traffic

Potential Significant Impact: The EIR evaluated and concluded that the Project-related traffic could contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Redlands Boulevard at the SR-60 westbound ramps, and at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

Finding: Implementation of the following mitigation measures will reduce potential Opening Year traffic impacts at affected intersections:

4.2.1 *Redlands Boulevard at SR-60 Westbound Ramps Improvements:*

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

Facts in Support of the Finding: Based on analysis performed as part of the Project Traffic Impact Analysis (TIA), the Project would contribute additional traffic to preexisting Opening Year Ambient Condition deficiencies occurring at the intersection of Redlands Boulevard at the SR-60 westbound ramps. Also, with the addition of Project traffic, the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue would perform unacceptably during peak hours. (DEIR, pgs. 4.2-31 through 4.2-34) However, with implementation of the roadway improvements identified in Mitigation Measures 4.2.1 and 4.2.2, these impacts will be reduced to a less-than-significant level. (DEIR, pg. 4.2-35)

2. <u>Cultural Resources</u>

a. Archaeological/Historic Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unknown or unrecorded archaeological or historic resources which may be present in a buried context.

Finding: Implementation of the following mitigation measures will reduce potential impacts to archaeological and/or historic resources to a less-than-significant level:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert*

equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2., resources shall be left in an undisturbed state. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

Facts in Support of the Finding: No known cultural resources of significance exist within the Project site. Additionally, no significant evidence of the early twentieth century occupation of the property was identified by the Project Cultural Resources Investigation. Nonetheless, some potential exists for resources to be located onsite in a buried context. Implementation of Mitigation measures 4.7.1 and 4.7.2 will ensure that archaeological and/or historic resources that may be unearthed during Project construction will be identified and preserved consistent with the recommendations of the Cultural Resources Study and California law. Accordingly, the Project's potential to impact archaeological or historic resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-11 through 4.7-13)

b. Paleontological Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unique paleontological resources which may be present in a buried context.

Finding: Implementation of the following mitigation measure will reduce potential impacts to paleontological resources to a less-than-significant level:

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage and record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

Facts in Support of the Finding: Based on information presented in the Cultural Resources Investigation, the Project area is considered to have a moderate level of sensitivity for paleontological resources, indicating that paleontological resources may be encountered within the Project site. The area consists of older Quaternary alluvial deposits that have been associated with fossil specimens, which are covered by surficial deposits of younger Quaternary alluvium. In the course of Project site preparation activities, paleontological specimens may be uncovered. Mitigation Measure 4.7.3 requires paleontological monitoring during ground-disturbing activities that would exceed the relative depths of the younger alluvium on-site. Implementation of this mitigation measure would ensure that paleontological resources which may be present within

subsurface areas of the site are adequately identified and preserved. Accordingly, the Project's potential to impact paleontological resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-13 through 4.7-14)

3. Biological Resources

a. Vegetation Communities and Special Status Plant Species

Potential Significant Impact: The EIR evaluated and concluded that the Project's construction activities could have an adverse effect on CDFG and Corps jurisdictional areas, including riparian habitat areas existing on-site within the Quincy Channel, and off-site within the existing drainage channel adjacent to Redlands Boulevard.

Finding: Implementation of the following Mitigation will reduce potential impacts to jurisdictional areas to a less-than-significant level:

4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 Prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

Facts in Support of the Finding: Design of the Project includes a buffer area to provide physical separation between the developed site and the adjacent Quincy Channel, in order to

minimize direct impacts to the Channel's habitat areas and associated vegetation communities and special status plant species. However, construction of the "scour wall" that would be implemented to prevent further erosion along the Quincy Channel could result in direct, temporary impacts to approximately 0.003 acres (22 lineal feet) of mulefat vegetated riparian habitat determined to be within California Department of Fish & Game (CDFG) jurisdictional areas. (DEIR pgs. 4.8-18 through 4.8-20) Additionally, implementation of drainage improvements associated with the Project could result in a potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat located in the existing drainage channel adjacent to Redlands Boulevard (DEIR, pgs. 4.8-21 to 4.8-22). This 0.08 acres has been determined to be jurisdictional under the Army Corps of Engineers (Corps), CDFG, State Water Resources Control Board (SWRCB), and MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Indirect impacts to proximate candidate, sensitive, or special status plant species could occur through the introduction of invasive plant species as a result of Project implementation. (DEIR pg. 4.8-23) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to vegetation communities and sensitive plant species will be reduced to a less-than-significant level.

b. Nesting Birds

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on nesting birds, which are protected under both the Migratory Bird Treaty Act and California Fish and Game Code.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the nesting birds to a less-than-significant level:

4.8.6 *If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning*

Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

Facts in Support of the Finding: The removal of existing vegetation within the Project site as part of construction could affect nesting birds. Disturbing or destroying active nests is a violation of the Migratory Bird Treaty Act. In addition, nests and eggs are protected under California Fish and Game Code Section 3503.5. Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. (DEIR, pg. 4.8-25) Therefore, implementation of Mitigation Measure 4.8.6 is required to ensure that potential Project impacts related to nesting birds are reduced to a less-than-significant level.

c. Burrowing Owls

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on the Burrowing Owl, a special-status wildlife species.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the Burrowing Owl to a less-than-significant level:

4.8.7 *Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.*

Facts in Support of the Finding: The Project area is located within the MSHCP burrowing owl survey area. Focused burrowing owl surveys are required during the owl breeding season (April through August), pursuant to Section 6.3.2 and Appendix E, "Summary of Species Survey

Requirements. (DEIR, pgs. 4.8-25 to 4.8-26) Therefore, implementation of Mitigation Measure 4.8-7 will reduce Project impacts related to the Burrowing Owl to a less-than-significant level.

d. Riparian Habitat

Potential Significant Impact: The EIR evaluated and concluded that the Project could adversely affect riparian habitat/CDFG jurisdictional areas.

Finding: Implementation of the preceding Mitigation Measures 4.8.1 through 4.8.5 will reduce potential impacts to riparian habitat to a less-than-significant level.

Facts in Support of the Finding: Construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat riparian habitat/CDFG jurisdictional areas. The Project will have no direct impacts to any other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Potential indirect impacts may occur to proximate sensitive natural communities should invasive plant species be introduced to the area through Project implementation. (DEIR pg. 4.8-28) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to riparian habitat will be reduced to a less-than-significant level.

C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: cumulative traffic impacts to study area intersections and roadway segments; cumulative traffic impacts to mainline freeway segments; short-term construction air quality impacts; long-term operational air quality impacts; cumulative air quality impacts; short-term construction noise impacts (individually and cumulatively); and change to scenic vistas (individually and cumulatively).

In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of the City of Moreno Valley cannot approve the project unless it first finds (1) under *Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment

opportunities to highly trained workers make infeasible the mitigation measures or project alternatives identified in the FEIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. Traffic and Circulation

a. Intersection Operations

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain intersection locations under Opening Year cumulative conditions and cumulative General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.3 through 4.2.8, addressing Opening Year cumulative conditions, and Mitigation Measures 4.2.9 through 4.2.17, addressing cumulative General Plan buildout conditions, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative intersection operation impacts are considered significant and unavoidable.

4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:

- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:

- *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.*

The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF,

thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.

4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:

- *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements*

would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.

- *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.*

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*

- *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*

4.2.8 *Quincy Street at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;*
- *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and*
- *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.9 *Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:*

- *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;*
- *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These*

improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

- *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and*
- *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

4.2.10 *Moreno Beach Drive at SR-60 Westbound Ramps Improvements:*

- *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection);*
- *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;*
- *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and*
- *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way*

from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:

- *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;*
- *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;*
- *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and*

- *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.*

The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.

4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane;*
- *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and*
- *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side*

of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;

- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.

4.2.14 *Redlands Boulevard at SR-60 Eastbound Ramps Improvements:*

- *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;*
- *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side*

of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and

- *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.15 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left turn lane with 200-feet of storage and a second through lane for a northbound lane configuration of one left turn lane, one through lane and one shared through right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*
- *Construct a southbound left turn lane with 250-feet of storage, a second left turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right-turn pocket length that extends the full length of the segment. These improvements would require the dedication of*

right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through Fair Share Fees;

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and*
- *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.*

The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate

General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

- *Install a traffic signal. This improvement would be funded through participation in the DIF Program;*
- *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*
- *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way with from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.

4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements:

- *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;*
- *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.3 through 4.2.17, acceptable levels of service would be realized at all Study Area intersections under cumulative Opening Year and General Plan buildout conditions with the Project. (See DEIR Tables 4.2-10 and 4.2-11) Improvements necessary to mitigate potentially significant intersection impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, ramp and interchange improvements affecting the SR-60 are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. The Project's contribution to intersection impacts is therefore determined to be cumulatively significant and unavoidable notwithstanding mitigation. (DEIR, pgs. 4.2-36 to 4.2-55).

b. Roadway Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain roadway segments under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.18 and 4.2.19 are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative roadway segment impacts are considered significant and unavoidable.

4.2.18 *Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:*

- *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.

4.2.19 *Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) Avenue east of Redlands Boulevard Improvements:*

- *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between

the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Implementation of the previously identified Mitigation Measure 4.2.7 would ensure acceptable conditions at the segment of Redlands Boulevard located north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue. (See DEIR Table 4.2-13) Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-60 through 4.2-67)

c. Freeway Mainline Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards at study area freeway segments under General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to Study Area freeway mainline segments under General Plan buildout conditions will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that implementation of the Project would contribute additional traffic to segments of SR-60 within the Study Area that under General Plan buildout conditions (with or without the Project) are projected to operate under deficient conditions. While it is foreseeable that improvements to SR-60 in the Project vicinity will be completed prior to General Plan Buildout, timely completion of these improvements cannot be definitively assured. Further, SR-60 mainline improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-79 to 4.2-80) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

2. <u>Air Quality</u>

a. Short-Term Construction Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project's construction source emissions would temporarily exceed SCAQMD regional and localized significance thresholds, thereby potentially violating an air quality standard or contributing to an existing or projected air quality violation.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9 are incorporated into the MMRP for

the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, construction emissions-related air quality impacts are considered significant and unavoidable.

4.3.1 *Consistent with URBEMIS modeling inputs and to effect implementation of Rule SCAQMD Rule 403, the following measures shall be incorporated:*

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions.*
- *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.*
- *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);*
- *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*

4.3.2 *The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's*

specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

4.3.3 *The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).*

4.3.4 *Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.*

4.3.5 *In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.*

4.3.6 *During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

4.3.7 *The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

4.3.8 *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels l fuel would void the equipment warranty;*
- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*

- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*
- *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*

4.3.9 *Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and*

cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, Project construction activities would temporarily exceed SCAQMD regional emissions thresholds for volatile organic compounds (VOC) and oxides of nitrogen (NOx); and would also temporarily exceed localized emissions thresholds for particulate matter (PM_{10} and $PM_{2.5}$). (See DEIR Tables 4.3-9 and 4.3-10) Project construction-related emissions in exceedance of SCAQMD's regional and localized significance thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-53 through 4.3-65).

b. Long-Term Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially exceed SCAQMD daily emissions significance thresholds.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation. The Council finds that Mitigation Measure 4.3.10 is incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of this mitigation measure, operational emissions-related air quality impacts are considered significant and unavoidable.

4.3.10 *All Project entrances shall be posted with signs which state:*

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and*
- *Telephone numbers of the building facilities manager and CARB, to report violations.*

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measure 4.3.10, as well as Mitigation Measures 4.3.11 through 4.3.13 enumerated in Section V(A)(3)(c) above, Project operational activities will exceed SCAQMD daily emissions thresholds for VOC and NOx. (DEIR Table 4.3.13) Project operational-related impacts that exceed long-term, operational emissions thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-65 to 4.3.73)

c. Sensitive Receptors

Significant Unavoidable Impact: The EIR evaluated and concluded that Project construction activities could temporarily expose sensitive receptors to potentially substantial pollutant concentrations.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9, enumerated in Section C(2)(a) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, the Project's construction source emissions could result in the temporary exposure of sensitive receptors to PM_{10} and $PM_{2.5}$ emissions in excess of applicable SCAQMD localized significance thresholds. Existing sensitive receptors are identified as a single developed residential use located at 28855 Fir Avenue. Although additional parcels zoned for residential land uses (potential future sensitive receptors) are present within the area of LST exceedance, they are largely undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. (DEIR, pgs. 4.3-73 through 4.3-76)

d. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.13, enumerated in Sections A(3)(c) and C(2)(a) & (b) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: The Project is located within non-attainment areas for PM_{10}, $PM_{2.5}$, and ozone (VOC and NOx are ozone precursors). Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.13, the Project will result in the following cumulatively significant and unavoidable air quality impacts: (1) Short-term Project construction activities that exceed the regional thresholds for VOC and NOx emissions are cumulatively significant for the duration of construction activities; (2) Short-term Project construction activities that exceed the localized significance thresholds for PM_{10} and $PM_{2.5}$ emissions are cumulatively significant for the duration of construction activities; (3) Long-term operations of the Project that exceeds the regional thresholds for VOC and NOx are cumulatively significant; and (4) The Project's operational VOC and NOx emissions, in combination with VOC and NOx emissions generated by other sources affecting the encompassing ozone non-attainment areas, will result in a cumulatively considerable net increase of this pollutant within the nonattainment areas. (DEIR, pgs. 5-12 to 5-13)

3. <u>Noise</u>

a. Short-Term Construction Noise (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in the exposure of persons to or generation of noise levels in excess of

standards established in the local general plan or noise ordinance, or applicable standards of other agencies; and potentially result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.4.1 through 4.4.4, presented below, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, short-term construction-related noise impacts are considered significant and unavoidable, and are determined cumulatively considerable for the duration of Project construction activities.

4.4.1 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.2 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.3 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on*

weekends or Federal holidays. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

Facts in Support of the Finding: Even with implementation of Mitigation Measures 4.4.1 through 4.4.4, the Project's construction activities would result in a temporary exceedance of applicable noise level standards and a temporary increase in ambient noise levels in the Project vicinity. Because construction noise levels are conservatively estimated to exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), construction noise is considered a significant and unavoidable impact of the Project. (DEIR, pgs. 4.4-15 to 4.4-21). Cumulative noise impacts for the duration of construction activities are also recognized as significant. (DEIR, pg. 5-14) As such, short-term construction noise impacts are determined to be individually and cumulatively significant notwithstanding mitigation.

4. Aesthetics

a. Scenic Vistas (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could have an adverse effect on a scenic vista.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to scenic vistas will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that implementation of the Project would potentially result in the restriction or interruption of near and distant scenic vistas. The Project proposes a single large structure (more than 970,000 square feet), that would alter and or/obstruct views through the currently undeveloped Project area. View obstruction will be limited to some extent by engineering and grading requirements that will establish the Project's building pad considerably below the grade of the adjacent SR-60. The Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks. Similarly, the proposed Project intends to serve a market need for users that demand a large, integrated facility. As such, the concept of substantially reducing the size of the building, or creating multiple buildings in lieu of one single building would compromise a basic objective of the Project. As such, there are no feasible mitigation measures that will reduce the Project's potential aesthetic impacts on scenic vistas below significance thresholds. (DEIR, pgs. 4.9-10 through 4.9-19) In combination with other known or probably development projects in the vicinity, the Project would also result in the cumulatively considerable restriction or interruption of near and distant scenic views. (DEIR, pgs. 5-23 to 5-15) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed three alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. At the direction of the City of Moreno Valley, two different "No Project" scenarios have been evaluated. The first, referred to as the No Project/No Build Alternative, assumes the site would remain in its current undeveloped state. The second, referred to as the No Project/Existing Zoning Alternative, makes a reasoned assessment as to the future development of the subject site should the Project under consideration not be developed. A Reduced Intensity Alternative was also selected for analysis. CEQA

requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the proposed Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/No Build Alternative

Description: Under the No Project/No Build Alternative (hereinafter referenced as the "No Build" Alternative), it is presumed that if the Project or some similar development proposal is not implemented on the subject site, then there would be no other known or probable scenarios for the subject property, the site would likely remain in its current undeveloped state for the foreseeable future. (DEIR, pg. 5-31)

Impacts: The No Build Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-65) Similar to the Project, the No Build Alternative would result in less than significant impacts in the following areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources. No discretionary actions or zone change would be required under the No Build Alternative. (DEIR, pg. 5-48) In addition, the Project's significant and unavoidable traffic impacts, construction noise impacts, construction and operational air quality impacts, and impacts to scenic vistas would not occur. (DEIR, pgs. 5-50 to 5-65) Under the No Build Alternative, potential traffic/transportation impacts would be representative of existing conditions. The No Build Alternative would reduce the aggregate amount of fee contributions available for long-term traffic improvements when compared to fee contributions realized under the Project. Additionally, the No Build Alternative would not realize Project-specific road widening/lane reconfiguration and signalization improvements as detailed in the Project Traffic Impact Analysis. Significant freeway mainline segment deficiencies would persist with or without the Project. (DEIR, pg. 5-49). Visual attributes of the Project site would remain in their current state. (DEIR, pg. 5-63)

Objectives: Under the No Build Alternative, the subject site would remain in its current undeveloped state, and none of the Project Objectives would be achieved. (DEIR, pg. 5-64)

Finding: Under the No Build Alternative, no development would occur. This Alternative would avoid all of the significant and unavoidable impacts associated with traffic, air quality, noise and aesthetics that have been identified within the DEIR. However, the City Council finds

that the No Build Alternative would not fulfill any of the Project Objectives. Because the No Build Alternative will not fulfill the Project Objectives, the City Council hereby rejects the No Build Alternative.

2. Alternative 2 – No Project/Existing Zoning Alternative

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing Business Park zoning designation. To allow for quantified comparison of potential traffic impacts and related vehicular source air quality and noise impacts, the No Project Alternative assumes the site is developed consistent with assumptions employed in the City's General Plan Buildout traffic modeling, which was projected to be approximately four (4) times higher than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project.. (DEIR, pgs. 5-31 to 5-32)

Impacts: The No Project Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the No Project Alternative, a zone change would not be required. (DEIR, pg. 5-48) The Project's significant and unavoidable construction noise impacts and construction source air quality impacts would likely be similar to those of the Project. (DEIR, pgs. 5-52 and 5-56) Potential traffic impacts could be substantively increased under the No Project Alternative, due to the increased traffic associated with Business Park land uses. Significant mainline freeway segment impacts under General Plan Buildout conditions would persist, and due to increased traffic generation under the No Project Alternative, would likely be exacerbated. (DEIR, pgs. 5-50 to 5-51) Associated vehicular (operational) air pollutant emissions would similarly be increased when compared to the Project; however, the vehicle mix under the No Project Alterative would likely reflect decreased heavy truck traffic. Significant VOC and NOx emissions thresholds exceedances occurring under the Project would be incrementally greater under the No Project Alternative. (DEIR, pg. 5-53). Vehicular noise would also likely increase under the No Project Alternative based on increased trip generation. However, as with the Project, it is considered unlikely that sensitive receptors would be affected by potential vehicular

noise levels based on their physical separation from roadways and the presence of intervening noise-attenuating walls. (DEIR, pg. 5-57) Potential impacts to viewsheds may be reduced under the No Project Alternative, since the Business Park zoning designation would limit maximum individual building areas to 50,000 square feet. This limitation on individual building sizes could allow for configurations of the developed site that would provide additional or varied views through the Project site to off-site scenic resources. (DEIR, pg. 5-63)

Objectives: Business Park/Light Industrial uses that could be implemented under the No Project Alternative could substantially achieve the Project's development objectives for the site. Like the Project, it is anticipated that new development under the No Project Alternative would be designed and implemented so as to be compatible with neighboring land uses. The No Project Alternative would effectively capitalize on the site's regional freeway accessibility and visibility. New jobs, including light industrial, office, limited support commercial, or research and development employment opportunities would be created by the No Project Alternative. This Alternative would also provide additional tax revenues available to the City. (DEIR, pgs. 5-64 to 5-65)

Finding: Under the No Project Alternative, development of a business park development with a similar scale to that of the Project would occur. This Alternative would reduce the Project's potential aesthetic impacts, in that a series of smaller buildings could be constructed in place of the Project's single structure, allowing views through the site. However, none of the Project's remaining significant and unavoidable environmental impacts would be reduced under the No Project Alternative. Conversely, increased trip generation under a business park land use would likely lead to increased traffic, with correlating increases in air pollutant emissions and vehicular noise. Although the No Project Alternative could substantially achieve the Project's Objectives, because the No Project Alternative would not reduce the majority of the Project's significant and unavoidable impacts, the City Council hereby rejects the No Project Alternative.

3. Alternative 3 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the extent of regional threshold exceedances for VOC based on operational emissions that would otherwise result from the Project. In that the same type of development is proposed, most if not all the Project Objectives would be achieved to a certain extent. (DEIR, pg. 5-33) Implementation of the Reduced Intensity Alternative would yield approximately 684,200 square feet of development, a reduction of approximately 27 percent or approximately 253,060 square feet, when compared to the approximately 937,260 square-foot Project analyzed in the EIR. (DEIR, pg. 5-48).

Impacts: The Reduced Intensity Alternative would result in similar, albeit slightly lessened, impacts when compared to the Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the Reduced Intensity Alternative, maximum construction-related emissions from site preparation and grading would likely be the same as for the Project, though it would occur within a shorter time frame due to the reduced development area. In this regard, the maximum daily site disturbance and amount of equipment employed concurrently would likely be similar to the construction scenario envisioned for the Project. As with the Project, mitigated construction-related emissions would still exceed SCAQMD emissions thresholds. Because the scope of development would be reduced under this Alternative, the duration of construction activities and resulting construction emissions and noise may be reduced when compared to the Project. (DEIR, pgs. 5-51 and 5-57) Based on its reduced scope of development and associated reductions in vehicle trips and vehicular emissions, long-term operations under the Reduced Intensity Alternative would be reduced by approximately 27 percent when compared to the Project. Operational NOx, PM_{10}, and $PM_{2.5}$ emissions under this Alternative would, however, still exceed applicable SCAQMD thresholds. Accordingly, as with the Project, this Alternative would result in cumulatively significant emissions contributions to existing non-attainment conditions for ozone and particulates. (DEIR, pgs. 5-53 to 5-55) The Reduced Intensity Alternative would result in an approximate 27 percent reduction in development intensity, with a commensurate reduction in trip generation when compared to the Project. The extent of area-wide traffic improvements and required traffic impact mitigation realized under the Project would also be reduced. Significant freeway mainline traffic impacts projected to occur under

General Plan buildout conditions would persist with or without development under the Reduced Intensity Alternative. As such, freeway impacts under this scenario would be less than the Project, but likely still be considered significant. (DEIR, pg. 5-51) The reduced area of development under the Reduced Intensity Alternative would also incrementally reduce significant viewshed impacts otherwise occurring under the Project. (DEIR, pg. 5-64)

Objectives: The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project. (DEIR, pg. 5-65)

Finding: Under the Reduced Intensity Alternative, a light industrial warehouse/ distribution facility reduced by approximately 27 percent (or 263,000 square feet) would be realized as compared to the Project. The City Council hereby finds that the Reduced Intensity Alternative will not avoid or substantially reduce the significant and unavoidable construction noise impacts and construction and operational air quality impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. Based on the reduced scope of development, the Reduced Intensity Alternative would diminish capacities and capabilities to satisfy existing and projected unmet market demands within the trade area. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid or substantially reduce the significant and unavoidable impacts of the Project and does not meet the Project Objectives as well as the Project. The City Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

4. <u>Alternatives Considered and Rejected</u>

A variety of additional alternatives were considered as part of the DEIR's Alternatives Analysis. (DEIR, pgs. 5-32 through 5-41) An Extended Construction Alternative

and Multiple Building Design Alternative were considered and ultimately rejected based on infeasibility. Additionally, four Alternative Site locations were considered within the DEIR. The criteria for identifying potential alternate sites included:

- Location within the City of Moreno Valley;
- Appropriate General Plan and zoning designations, or the ability to be so-designated;
- Minimum size of 50 acres and a roughly rectangular shape;
- Location proximate to locate transportation corridors or at a regional transportation hub;
- Currently undeveloped or underutilized;
- Currently available;
- Access to existing or planned adequate serving infrastructure; and
- Able to support operations in a manner compatible with other proximate land uses.

Each of the four sites that were analyzed met the general requirements in that each was currently vacant, more than 50 acres and roughly a rectangular configuration; each was zoned for industrial uses and served by nearby utilities and infrastructure. Alternative Sites 1 through 4 are locally accessible and also located near the I-215 freeway, a regional transportation corridor. (DEIR, Figure 5.2-1) Upon further analysis, each of these sites was found to be currently unavailable. Alternative Site 1 currently has applications under review by the City for 1.6 million square feet of distribution warehouse uses, while development plans have been submitted and approved for Alternative Sites 2, 3 and 4.

5. <u>Environmentally Superior Alternative</u>

Based on comparative reductions in traffic generation, and associated reductions in noise and air emissions, and generally reduced scale, among the Alternatives considered, the Reduced Intensity Alternative would result in the greatest reduction in environmental effects, and is thus considered the environmentally superior alternative. (DEIR, pg. 5-65). The Reduced Intensity Alternative would also generally reduce other environmental effects of the Project, and

to a limited degree, realize attainment of the basic Project Objectives. (DEIR pgs. 5-47 to 5-65) Development of the Project or the Reduced Intensity Alternative would contribute to area employment and the City's overall tax base. However, because scope of land uses would be substantively reduced under the Reduced Intensity Alternative, the resulting effective realization of the Project Objectives, to include economic benefits to the City and region, would likely be similarly diminished. (DEIR, pg. VI-40)

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the proposed Project could be growth inducing. Specifically, CEQA Guidelines Section 1512602(d) states than an EIR must describe the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

The types of employment opportunities offered by the Project (both management and regular employees) are relatively common throughout Southern California and are unlikely to generate significant population migration (if any). Any Project-related employment demands would likely be filled by the existing surplus personnel pool within the Moreno Valley area, and/or neighboring communities, especially with the currently low jobs per household ratio in the City, and regionally high unemployment rates. The Project would not foster growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning. (DEIR, pgs. 5-67 to 5-68)

Currently, the Project site is vacant and undeveloped. However, expansions of water and wastewater systems, along with other urban utilities, are programmed to serve the vicinity consistent with anticipated development of the City and region. In order to accommodate forecasted growth of the City and region over the long term, it is anticipated these improvements will be implemented regardless of the City's ultimate decision on the Westridge Commerce Center Project. The Project is not considered to provide an inducement to other lands within its vicinity to undertake unanticipated development due to the availability of new or expanded infrastructure systems. (DEIR, pgs. 5-68 to 5-69)

Notwithstanding, development of the Project as envisioned will entail upgrade/modification of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage

conveyance facilities. Infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. However, the characteristics and intensities of development that could occur on these properties are governed by the Moreno Valley General Plan. Development of these properties within the context of the approved General Plan should not result in unforeseen impacts or impacts that cannot be mitigated. (*Id.*)

Additionally, it is recognized that provision of services, e.g., utilities, fire protection, and law enforcement, may be expanded or otherwise enhanced to meet additional demands of the Project. Project design and payment of impact mitigation fees reduces individual and cumulative impacts in these regards. Services expansion or enhancements based on incremental demands of the Project will not result in substantial additional capacity that could be considered growth inducing. (*Id.*)

Investment in the Project would have local and regional economic impacts which may result in indirect growth-inducing effects. The Project's potential economic benefits could indirectly result in employment growth in the region. This growth, in combination with other anticipated employment growth in the region, could indirectly result in population growth and an increased demand for housing. (*Id.*) Such growth has a variety of potential effects on the physical environment, including but not limited to, effects on air quality, ambient noise levels, traffic impacts, and water quality. It is not anticipated that the additional employment opportunities created by the Project would be substantial enough to produce noticeable population growth within the City and region. (DEIR, p. 5-68)

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project qualifies under Guidelines §15127 (a) in that a zone change is required in order to implement the Project. As such, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- A project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a project would generally commit future generations to similar uses;
- A project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project results in wasteful use of energy).

With regard to the above considerations, various natural resources, in the form of construction materials and energy resources, will be used in the construction of the Project, but their use is not expected to result in shortfalls in the availability of these resources. The Project presents no significant possibility of irreversible environmental damage "from any potential environmental incidents associated with the project." The Project does not propose facilities or uses that would result in potentially significant environmental incidents. Moreover, all feasible mitigation is incorporated in the Project to reduce its potential environmental effects. As discussed herein, the Project will not result in or cause unwarranted or wasteful use of resources, including energy. (DEIR, pgs. 5-73 to 5-74)

9. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Traffic Impacts – Intersections and Roadway Segments (Cumulative); and
2. Traffic Impacts – Mainline Freeway Segments (Cumulative).
3. Short-Term Construction Air Quality Impacts (Individual and Cumulative);
4. Long-Term Operational Emissions (Individual and Cumulative);
5. Short-Term Construction Noise (Individual and Cumulative); and
6. Aesthetic Impacts – Change to Scenic Vistas (Individual and Cumulative)

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the proposed Project against any significant and unavoidable environmental impacts in determining whether to approve the proposed Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V(D) herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because they would impose restrictions on the Project that would prohibit the realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts.

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

- The Project will provide development consistent with the General Plan and in conformance with municipal standards, codes and policies;
- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- The Project is located at the intersection of a major street and an interstate freeway, maximizing access opportunities for the convenience of operations;
- The Project creates additional employment-generating opportunities for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the project have been identified in the Draft EIR, the Final EIR and public testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V(E) above, and finds that approval of the Project is appropriate.

This Council has identified economic and social benefits and important policy objectives, Section V(H) above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

10. CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the FEIR in evaluating the Project, that the FEIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the FEIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies,

amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

A. <u>Findings</u>

1. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Proposed Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

2. Significant Unavoidable Impacts/Statement of Overriding Considerations:

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V(D) of these Findings: Traffic Impacts – Intersections and Roadway Segments (Cumulative); Traffic Impacts – Freeway Mainline Segments (Cumulative); Short-Term Construction Air Quality Impacts (Individual and Cumulative); Long-Term Operational Emissions (Individual and Cumulative); Short-Term Construction Noise (Individual and Cumulative); and Aesthetic Impacts – Changes to Scenic Vistas (Individual and Cumulative). The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

3. Conclusions

a. All potentially significant environmental impacts from implementation of the proposed Project have been identified in the FEIR and, with the implementation of the mitigation measures defined herein and set forth in the MMRP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V(D) above.

b. Other reasonable alternatives to the proposed Project that could feasibly achieve the basic objectives of the proposed Project have been considered and rejected in favor of the proposed Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the proposed Project override and make infeasible any alternatives to the proposed Project or further mitigation measures beyond those incorporated into the proposed Project.

11. ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to *Public Resources Code* Section 21081.6, the City Council hereby adopts, as conditions of approval of the Project, the MMRP set forth in Section 4.0 of the Final EIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMRP, the MMRP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted from the MMRP, in which case such mitigation measure shall be deemed as if it were included in the MMRP.

4.0 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

To ensure that the mitigation measures contained in this EIR are properly implemented, a monitoring program has been developed pursuant to State law. This Mitigation Monitoring Plan (MMP) identifies measures incorporated in the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described in *CEQA* § 15097, this MMP employs both reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of, mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of, compliance with mitigation measures;
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated in the Project are presented in the following Section 4.2. Specific mitigation measures incorporated in the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented at Table 4.2-1.

EXHIBIT B

4.2 MITIGATION MONITORING AND REPORTING

Mitigation Monitoring and Responsibilities

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the Project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof.

If during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal.* *This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department, California Department of Transportation	Before issuance of first Certificate of Occupancy
4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: *Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:* • *Install a traffic signal;* • *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and* • *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane,*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112915

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.3 (cont'd) *for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*				
4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.* *The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112917

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF[1] improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.* • *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

[1] With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

MV00112919

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 (cont'd)				
participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*				
• *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 (cont'd) *leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*				
4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;* • *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and* • *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112921

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;* • *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;* • *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and* • *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.10 (cont'd) • *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;* • *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and* • *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*				
4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements: • *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112923

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.11 (cont'd)				
right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;				
• *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;*				
• *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and*				
• *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.*				
The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane;* • *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and* • *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112925

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.13 (cont'd) *Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.*				
4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;* • *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.14 (cont'd) *require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*				
4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112927

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.15 (cont'd)				
• *Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;*				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.15 (cont'd) *Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and* • *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.* *The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.*				
4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements: • *Install a traffic signal. This improvement would be funded through participation in the DIF Program;* • *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112929

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.16 (cont'd)				
would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;				
• *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*				
• *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*				
• *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*				

-678-
Item No. E.3
MV00112930

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.16 (cont'd) *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.*				
4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements: • *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;* • *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112931

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.17 (cont'd) *way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and* • *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.* *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.*				
4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements: • *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development	Before issuance of fi building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.19 (cont'd)			Department	
• *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*				
The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.				
Air Quality				
To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.3 below, and shall be incorporated in all Project plans, specifications and contract documents.				
4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :	Ongoing throughout construction	Contractor	City Building Official, SCAQMD	Ongoing throughout construction
• *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*				
• *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least*				

MV00112933

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.1 (cont'd) *three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.* • *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.* • *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.* • *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).* • *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*				
4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti_g Frequency
4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
Additional mitigation required of the Project is identified below, and shall be shall be incorporated in all Project plans, specifications and contract documents.				
4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

MV00112935

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.7 (cont'd) *(HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*				
4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations: • *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;* • *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;* • *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;* • *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;* • *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;* • *High pressure injectors shall be provided on diesel construction equipment where feasible;*	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.8 (cont'd) • *Engine size of construction equipment shall be limited to the minimum practical size;* • *Substitute gasoline-powered for diesel powered construction equipment where feasible;* • *Use electric construction equipment where feasible;* • *Install catalytic converters on gasoline-powered equipment where feasible;* • *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;* • *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;* • *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;* • *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*				
4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.	Throughout Project construction	Applicant	City of Moreno Valley Development Department	Throughout Project construction

MV00112937

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.10 All Project entrances shall be posted with signs which state: • *Truck drivers shall turn off engines when not in use;* • *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and* • *Telephone numbers of the building facilities manager and CARB, to report violations.* *These measures shall be enforced by the on-site facilities manager (or equivalent).*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
Although potential Project-related Global Climate Change (GCC) impacts would be less-than-significant, the following Mitigation Measures 4.3.11 through 4.3.14 are provided to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources.				
4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent. • *Increase in insulation such that heat transfer and thermal bridging is minimized;* • *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.3.11 (cont'd) • *Incorporate dual-paned or other energy efficient windows;* • *Incorporate energy efficient space heating and cooling equipment;* • *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;* • *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.* • *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.* • *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*				
4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00112939

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 GHG emissions reductions measures shall also include the following: • *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;* • *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;* • *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.* • *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);* • *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.3.13 (cont'd)				
provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;				
• *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*				
• *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*				
o *Implementation of compressed workweek schedules;*				
o *SmartWay partnership;*				
o *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*				
o *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*				
o *Use of fleet vehicles conforming to 2010 air quality standards or better.*				

MV00112941

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Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 (cont'd) ○ *Installation of catalytic converters on gasoline-powered equipment.* ○ *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;* ○ *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;* ○ *Provision of preferential parking for EV and CNG vehicles;* ○ *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;* ○ *Use of electric (instead of diesel or gasoline-powered) yard trucks;* ○ *Use of SmartWay 1.25 rated trucks.*				
4.4 Noise				
4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

-690-
Item No. E.3
MV00112942

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

MV00112943

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5 Water Supply				
To further minimize the Project's overall water use, ensure on-going availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project WSA, the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measures. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.				
4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building pe

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.				
Cultural Resources				
4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.	Ongoing throughout site excavation and grading activities	Applicant	City of Moreno Valley Development Department	Ongoing throughout site excavation and grading activities

MV00112945

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints: • *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;* • *A paleontological mitigation-monitoring plan shall be developed before grading begins;* • *Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid*	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.3 (cont'd) *construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;* • *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and* • *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.*				
4.8 Biological Resources				
4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00112947

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.2 (cont'd) *of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*				
4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of fi grading permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.8.5 (cont'd) *CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:* • *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;* • *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and* • *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and* • *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*				
4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00112949

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.6 (cont'd) *retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.*				
4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

ORDINANCE NO. 829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026).

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

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed application PA08-0098, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a change to the Zoning Atlas for properties located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 from Business Park (BP) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

ATTACHMENT 4

FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BP to LI for the 55 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. 829
Date Adopted: _____

ORDINANCE NO. 830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed Municipal Code Amendment application PA10-0017, requesting an amendment to the City's Municipal Code, which proposes revisions to Chapter 9.05 of Title 9 to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on November 30, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes changes to Permitted Uses Table 9.02.020-1 of the Municipal Code. The proposed Municipal Code Amendment is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

ATTACHMENT 5

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or

center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP / LI[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.

*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

4.2 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. 830
Date Adopted: _____

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00112962

RESOLUTION NO. 2011-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA08-0097 FOR DEVELOPMENT OF A 937,260 SQUARE FOOT WAREHOUSE DISTRIBUTION FACILITY ON 55 ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of PA08-0097, a plot plan for a 937,260 square foot warehouse distribution facility on 55 acres, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities.

   ATTACHMENT 6

   Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan

and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned BP. The project proposes a Zone Change to LI to allow for a building larger than 50,000 square feet. Subject to approval of the related Zone Change application (PA08-0098) the proposed use will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 937,260 square warehouse facility as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Conformance with City Redevelopment Plans – The proposed use conforms with any applicable provisions of any city redevelopment plan.

   FACT: This project is not located within the boundaries of the City of Moreno Valley Redevelopment Project Area, so conformance with applicable provisions of the redevelopment plan is not a requirement.

5. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the freeway with BP zone land to the west and Community Commercial zone land to the east. South of the facility on the other side of Fir Avenue/Future Eucalyptus Avenue is vacant RA-2 zone land with tract homes in the RA-2 zone approximately ¾ miles further south. The proposed warehouse distribution facility is a permitted use in both the BP and LI zones, but the size proposed by the project requires a Zone Change and the proximity to the Residential district to the south requires a Municipal Code Amendment to establish a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. As designed and conditioned and subject to

approval of the above mentioned Zone Change and Municipal Code Amendment, is compatible with existing and proposed land uses in the vicinity.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA08-0097, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Plot Plan PA08-0097 for a 937,260 square foot warehouse distribution facility on a 55 acre site, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA08-0097 FOR A WAREHOUSE DISTRIBUTION FACILITY
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
_X_ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA08-0097 is subject to adoption of a Zone Change (PA08-0098) from the Business Park zone to the Light Industrial zone for the project site and adoption of a Municipal Code Amendment (PA10-0017) to establish a minimum buffering/separation from buildings over 50,000 square in area and adjacent residential zoned land.

P2. Plot Plan PA08-0097 has been approved for development of a 937,260 square foot warehouse distribution facility, to be built on a 55 acre site within Assessor's Parcel Numbers 488-330-003 to -006 and -026. The facility includes 173 dock doors and 14,000 square feet of office. Required parking for this use equates to a total of 307 employee/visitor parking spaces and 173 truck/trailer parking spaces.

P3. Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36207 and the subsequent recordation of this map.

P4. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P5. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P6. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P7. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P8. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P9. Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Fir/Eucalyptus Avenue.

P10. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P11. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P12. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P13. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P14. If the proposed project requires blasting, it shall be used only as a last resort. In such cases, it shall be approved by the Fire Marshall, and the developer shall comply with the current City ordinance governing blasting. (Ord)

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA08-0097 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project to the extent feasible.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area

will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.

P26. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P27. (GP) For projects abutting State Highway 60, a sixteen foot reservation for future right-of-way shall be provided.

P28. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P29. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P30. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P31. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P32. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P33. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P34. (GP) Prior to the issuance of grading permits, a "no touch" area shall be staked along the westerly limit of project development as defined by the scour wall and a City approved Biologist be retained to monitor construction activities to ensure protection and preservation of Channel areas. Upon the completion of the above mitigation measure an on-site grading permit may be issued for project work to commence.

P35. **(GP) Prior to any physical disturbance of any natural drainage course, or any wetland determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to both the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes)**

P36. **(GP) Prior to the approval of any precise grading permits, the developer shall submit written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.**

P37. **(GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.**

P38. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

- **A.** **A maximum 3 foot high decorative wall in lieu of a hedge or berm may be placed in setback areas adjacent to a parking lot.**
- **B.** **Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement for the specific plan and/or Municipal Code.**
- **C.** **A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks from view from Fir/Eucalyptus Avenue and at the northeast corner of the site.**
- **D.** **Wrought iron/tubular steel fence is required along portions of the northern, western and eastern property lines.**

E. A four foot tall three rail fence to match adjacent trail fencing is required to enclose the basins located along Fir/Eucalyptus Avenue.

F. **An 8 foot tall coated chain link fence is required along the western property line along the Riverside County Flood Control maintenance road.**

Prior to Issuance of Building Permits

P39. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P42. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P43. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations as well as along Highway 60 to provide proper screening of trucks.**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. Landscaping on three sides of trash enclosures shall be provided.
J. **Dense landscape (spacing of one tree per 20 feet) shall be placed in front of the wall along all designated yard areas and vines shall be planted at the base of the wall and be directed along said wall.**
K. **A minimum size of 24" box mature trees shall be placed along the freeway or northern elevations of the building. Trees shall be in a double row or closely spaced as shown on the preliminary landscape plan?**
L. **Minimum 24 inch box Eucalyptus Nicholii shall be used for the street trees along the Eucalyptus Avenue frontage. Spacing of trees shall be limited to 80 foot on center for parkways and medians in sight line distance areas noted on the plans; however trees to the equivalency of 40 foot on center shall be planted in the parkway for the entire site. Additional denser parkway tree placement (between 25 to 30 feet on center) would be required for areas outside of the line of sight. A preferred alternative to placing trees only on the designated parkway landscape areas would be to widen the four foot landscape separation between the sidewalk and trail to 8 feet and reduce the parkway landscape to 8 feet in site line distance areas to provide additional trees within the designated line of sight areas alternating at 80 foot spacing to**

achieve the overall 40 foot spacing requirement.

M. **Focal entries of the site on Eucalyptus Avenue are void of trees and or shrubs on the preliminary landscape plan and they shall be shown on the plans, or alternatively document on the landscape and tree plans that the equivalency of one tree per 30 linear feet of building dimension visible from the parking lot and all public rights of away in addition to on tree per 30 linear feet of parking lot adjacent to the interior property is being met.**

N. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P44. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.

P45. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P46. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P47. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P48. (BP) Prior to issuance of building permits for a final map for Tentative Parcel Map No. 36207 (PA09-0022) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.

P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P50. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P52. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P53. (CO) All rooftop equipment shall be appropriately screened and not visible from the Highway 60 or Eucalyptus/Fir Avenue rights of way.

MITIGATION MEASURES

P54. MM 4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

P55. MM 4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:
• Install a traffic signal;
• Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and
• Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.

P56. MM 4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct an eastbound right-turn lane and re-stripe the shared left-or-righ turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P57. MM 4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

P58. MM 4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);

• Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.

P59. MM 4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P60. MM 4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection.
• Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer,
• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require

the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.

- **Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.**

P61. MM 4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;
• Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and
• Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P62. MM 4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;
• Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;
• Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and
• Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.

P63. MM 4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

• In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;
• Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and
• Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

P64. MM 4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:
• Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;
• Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;
• Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and
• Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.

P65. MM 4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane;
• Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and

• Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.

P66. MM 4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);
• Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;
• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection. The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1.

P67. MM 4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;
• Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P68. MM 4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the

dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;

• Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;

• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.; and

• Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.

P69. MM 4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

• Install a traffic signal. This improvement would be funded through participation in the DIF Program;

• Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF

Program; remaining improvements would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;

• Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P70. MM 4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements:

• Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;

• Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and

the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P71. MM 4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:
• Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P72. MM 4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:
• Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P73. MM 4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.
• Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.
• Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).
• In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

P74. MM 4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to

manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

P75. MM 4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

P76. MM 4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

P77. MM 4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

P78. MM 4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.

P79. MM 4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.

P80. MM 4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations:

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**
- **Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;**
- **Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;**
- **The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;**
- **The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;**
- **High pressure injectors shall be provided on diesel construction equipment where feasible;**
- **Engine size of construction equipment shall be limited to the minimum**

practical size;
• Substitute gasoline-powered for diesel powered construction equipment where feasible;
• Use electric construction equipment where feasible;
• Install catalytic converters on gasoline-powered equipment where feasible;
• Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
• Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
• Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;
• All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

P81. MM 4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

P82. MM 4.3.10 All Project entrances shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
• Telephone numbers of the building facilities manager and CARB, to report violations.
These measures shall be enforced by the on-site facilities manager (or equivalent).

P83. MM 4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.
• Increase in insulation such that heat transfer and thermal bridging is minimized;
• Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;
• Incorporate dual-paned or other energy efficient windows;
• Incorporate energy efficient space heating and cooling equipment;
• Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights

when they are not needed shall be implemented;
• To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.
• Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.
All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.

P84. MM 4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.

P85. MM 4.3.13 GHG emissions reductions measures shall also include the following:
• The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;
• The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;
• The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.
• Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);
• The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;
• The Project shall provide at least two electric vehicle charging stations.

Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.

- **Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:**
  - **Implementation of compressed workweek schedules;**
  - **SmartWay partnership;**
  - **Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.**
  - **Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.**
  - **Use of fleet vehicles conforming to 2010 air quality standards or better.**
  - **Installation of catalytic converters on gasoline-powered equipment.**
  - **Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;**
  - **Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;**
  - **Provision of preferential parking for EV and CNG vehicles;**
  - **Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;**
  - **Use of electric (instead of diesel or gasoline-powered) yard trucks;**
  - **Use of SmartWay 1.25 rated trucks.**

P86. MM 4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P87. MM 4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P88. MM 4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P89. MM 4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.

P90. MM 4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.

P91. MM 4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.

P92. MM 4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.

P93. MM 4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.

P94. MM 4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

P95. MM 4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

P96. MM 4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- **Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;**
- **A paleontological mitigation-monitoring plan shall be developed before grading begins;**
- **Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;**
- **Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and**
- **Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources**

P97. MM 4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

P98. MM 4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

P99. MM 4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

P100. MM 4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

P101. MM 4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

• A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;

• A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and

• Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas

temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and

• Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.

P102. MM 4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P103. MM 4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.

<u>Building and Safety Division</u>

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the

Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;

f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact

Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Grading Plan Approval or Grading Permit

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or

ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.

e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The

drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

d. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

e. Any necessary corner cutback right-of-way dedications per City Standard 208.

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. **Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.**

LD67. **Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.**

LD68. **Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).**

LD69. **Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.**

LD70. **Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.**

LD71. **Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.**

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. **Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

b. **Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5 foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

c. **"A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.**

d. **The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.**

e. Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).

b. Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of*

Moreno Valley Public Works Department Landscape Design Guidelines. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

<u>Prior to Certificated of Occupancy or Building Final</u>

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements

shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

- **a.** Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.
- **b.** The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.
- **c.** All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

RESOLUTION NO. 2011-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF TENTATIVE PARCEL MAP 36207 (PA09-0022) TO COMBINE THE EXISTING FIVE PARCELS LOCATED WITHIN THE PROJECT SITE INTO A SINGLE 55 ACRE PARCEL.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of Tentative Parcel Map No. 36207 (PA09-0022), to combine the existing five parcels located within the project site into a single 55 acre, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

ATTACHMENT 7

1. Conformance with General and Specific Plans – That the proposed land division is consistent with applicable general and specific plans.

   FACT: The proposed tentative parcel map is consistent with the General Plan designation of Business Park for the project site. The proposed parcel map will combine the existing five parcels located within the project site into a single 55 acre parcel. The proposed land division is consistent with existing goals, objectives, policies and programs of the general plan.

2. Design Conformance with General and Specific Plans – That the design or improvement of the proposed land division is consistent with applicable general and specific plans.

   FACT: The tentative parcel map as designed and conditioned will provide improvements that are consistent with the requirements of the project site's General Plan land use designation of Business Park.

3. Physically Suitable for Proposed Development – That the site of the proposed land division is physically suitable for the type of development.

   FACT: The project site is comprised of multiple vacant rectangular shaped parcels that are mostly flat. The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the adjacent freeway with Office zoned land north of the freeway. Land uses to the east include a mix of vacant Business Park, and residential zoned land. Land uses to the east include vacant Community Commercial zoned land. Land uses to the south include vacant RA-2 zone land on the other side of Fir Avenue/Future Eucalyptus Avenue with developed tract homes located approximately ¾ miles to the south. Overall, the project site is well suited for future development of industrial land uses.

4. Physically Suitable for Proposed Density – That the site of the proposed land division is physically suitable for the proposed density of the development.

   FACT: The project site is mostly flat and at grade along Fir Avenue/Future Eucalyptus Avenue. The parcel map is designed in accordance with the provisions of the City's Municipal Code. The project site is physically suitable for the subdivision.

5. Protection of Fish or Wildlife Habitat – That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

   FACT: A Final EIR has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA), concluding that with mitigation and as conditioned and designed, the proposed subdivision would result in less than significant impacts to Fish and Wildlife resources. The project has also been determined to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP).

6. Health, Safety and Welfare – That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

   FACT: As conditioned, the proposed parcel map would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the project site. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

7. Easements – That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

   FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility and storm drain easements.

8. Consistent with Applicable City Ordinances – That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

   FACT: The tentative parcel map is designed in accordance with the provisions of the City's Municipal Code.

9. Passive or Natural Heating and Cooling – That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The design of this parcel map, to the extent feasible, allows solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

10. Regional Housing – That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The project does not propose housing. The project would not increase the demand for housing beyond that anticipated in the City's Housing Element or the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, the project and/or its tenants and employees will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA09-0022, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Tentative Parcel Map No. 36207 (PA09-0022) to combine the existing five parcels located within the project site into a single 55 acre, subject to the attached conditions of approval included as Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA09-0022
TENTATIVE PARCEL MAP NO. 36207
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Tentative Parcel Map No. 36207 is approved for the purposes of re-configuring the existing five parcels located within the project site and creating a single 55 acre parcel with lettered lots for a storm drain channel and a future off-ramp for State Route 60.

P2. Development within Tentative Parcel Map No. 36207 shall be under separate review and approval of a plot plan or a conditional use permit application(s) and shall be subject to the requirements of the City's Municipal Code.

P3. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

P4. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

EXHIBIT A

P5. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. (MC 9.14.020)

P6. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P7. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Issuance of Grading Permits

P8. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P9. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P10. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. This shall include slopes associated with swales and basins. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. Graded slopes shall have variations that do not exceed 2:1 (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of any grading permits, any required final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P13. (GP) Prior to the issuance of a precise grading permit, the plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P14. (GP) Prior to the issuance of a precise grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P15. (GP) Prior to the issuance of any grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-Species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

<u>Prior to Recordation of Final Map</u>

P16. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all <u>commercial buildings</u> shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In

multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and

approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and

h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

~~PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION~~

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

~~General Conditions~~

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the

approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

~~Prior to Grading Plan Approval or Grading Permit~~

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries.

For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

~~Prior to Map Approval or Recordation~~

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree

to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one

lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

~~Prior to Certificate of Occupancy~~

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees

are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to

secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. **A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

d. **An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

e. **Any necessary corner cutback right-of-way dedications per City Standard 208.**

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.

LD67. Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.

LD68. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation

District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).

LD69. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.

LD70. Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.

LD71. Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5

foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. "A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.

d. The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.

e. Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).

b. Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. **That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.**

d. **That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.**

~~PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION~~

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit

and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service

responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

~~PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION~~

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

<u>Prior to Certificated of Occupancy or Building Final</u>

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and

other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

a. Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.

b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.

c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and

Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

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MV00113076

PLANNING COMMISSION STAFF REPORT

Case:	PA08-0098 – Zone Change PA10-0017 – Municipal Code Amendment PA08-0097 – Plot Plan PA09-0022 – Tentative Parcel Map No. 36207 P08-133 – Environmental Impact Report
Date:	May 12, 2011
Applicant:	Ridge Rancho Belago LLC
Representative:	Dennis Rice
Location:	South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard
Proposal:	Plot Plan for a 937,260 square foot warehouse facility on 55 acres; a Zone Change from Business Park to Light Industrial; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal.
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

This project proposes the development of a 937,260 square foot warehouse facility on 55 acres. The project requires approval of a tentative parcel map, Zone Change and a Municipal Code Amendment, and certification of a Final EIR.

ATTACHMENT 8

PROJECT DESCRIPTION

The applicant, Ridge Rancho Belago, LLC, has submitted five applications for development of the West Ridge Commerce Center Project, which include a Zone Change, a Municipal Code Amendment, a Plot Plan, a Tentative Parcel Map, and an Environmental Impact Report, in order to develop a 937,260 square foot warehouse facility on a 55-acre site (Assessor's Parcel Numbers 488-330-003 through -006 and -026) located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard within Chapter 9.05 Industrial Districts of Title 9 and is presented as Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was a concern raised and reviewed for the project. Future Eucalyptus Avenue will separate the proposed project from the residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site, this residence and the vacant residential property to the south have been reviewed as sensitive receptors.

In order to provide greater compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone of approximately 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

Application PA10-0017 for a Municipal Code Amendment proposes to add a standard to the Light Industrial zone that would require industrial and warehouse structures greater than 50,000 square feet in building area to be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

If approved, the proposed amendment would be effective City-wide.

Please see Exhibit E to Planning Commission Resolution No. 2011-13 for a copy of the proposed revisions to Chapter 9.05 Industrial Districts of Title 9.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility, to be located on 55 acres located south of the Moreno Valley Freeway and approximately 650 east of Redlands Boulevard. The warehouse facility is a permitted use in the existing Business Park zone and also permitted in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas have been placed on the northern and southern elevations and are screened by perimeter concrete tilt-up walls with slopes with a tree row also required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted with groundcover and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide standard parking lot and setback landscape to include ground cover shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will be developed with curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

Site

The project site is comprised of vacant land that is mostly level and at grade with Fir Avenue/Future Eucalyptus Avenue and at or below grade of adjacent State Route 60. There are no trees, rock outcroppings or existing structures located within the limits of the project site. The project site includes a portion of the Quincy Channel which includes some riparian vegetation.

Surrounding Area

The project is located in an area that includes a mix of business park, office, commercial, residential and agricultural uses. Developed land within proximity to the project site includes citrus groves, the Moreno Valley Auto Mall and Moreno Beach Plaza (Walmart) center to the west at Moreno Beach Drive, the 1.8 million square foot Highland Fairview Business Park (Skechers) warehouse facility under construction to the east between Redlands and Theodore and large lot subdivisions approximately 1/4 mile to the south in the RA-2 zone. Developed uses to the north on the other side of State Route 60 include an RV storage site, a telecommunications antenna, a residence and a feed store.

The vacant 120 acre site to the west is currently proposed for development of a 2.2 million square foot industrial park by ProLogis, The site for this neighboring project is currently zoned Business Park, Business Park Mixed Use, R15, R5, and RA-2. That applicant is proposing a General Plan Amendment and Zone Change from existing zoning to Light Industrial.

Access

The project site will be accessed directly from Fir Avenue/Future Eucalyptus Avenue via Redlands Boulevard and State Route 60. This portion of Fir Avenue/Future Eucalyptus Avenue would be constructed by the applicant/developer as a condition of the project.

The driveways and interior drive aisles associated with the project have been approved by the Fire Prevention Bureau for fire truck access and turnaround. The site has also been designed for adequate truck maneuvering and turnaround within the designated loading zones located on the north and south elevations of the building.

Design

Site design of the proposed warehouse distribution facility is consistent with requirements of the City's Municipal Code.

The architectural design of the building is a concrete tilt-up construction. Building and wall colors include earthtones, with varying amounts of accent colors and vertical features to break up the architecture of building. Roof top equipment will be screened from public view by parapet walls.

Staff worked with the applicant to ensure that all sides of the building include architectural treatment. The loading bays and trailer storage areas along the northern and southern elevations have been screened from view. The screen wall along the south elevation is a fourteen (14) foot wall of concrete tilt-up construction which will match the building design and colors.

Landscaping for the site is proposed at around 13% of the site area including the water quality/detention basins. The City's Municipal Code does not require a minimum percentage of landscape on a site. Instead, there are requirements for landscape setback areas along perimeter streets, parking lot landscape, street trees and landscape treatments around the perimeter of the buildings where visible from the public right-of-way. The project as designed meets the City's current landscape criteria.

Signs are not a part of this approval and will be reviewed and approved under separate administrative permit.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed Zone Change and Municipal Code Amendment as well as the Plot Plan for the warehouse facility.

Upon review at PRSC on November 19, 2008, modifications were required to the site plan. Comments from staff included revisions to the layout of the parking lot, access from adjacent roads, screening, architecture, typical street sections, grading and the submittal of required technical studies.

Subsequent PRSC reviews occurred in May and September 2009, and April, August and November 2010. Upon review of a final draft of the site plan and completion of the Final Environmental Impact Report, a determination was made to schedule this project for a Planning Commission public hearing on May 12, 2011.

The applicant held a community meeting on February 27, 2008, to present the project to neighboring property owners. There were approximately 30 people in attendance. Concerns raised at the meeting were related to the proposed land use changes, traffic, noise, light and glare, aesthetics, quality of life, impacts to property values, air quality, crime, and storm runoff.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, draft environmental documents were prepared by the applicant's consultant Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the draft environmental documents for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required State and local agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. An additional two letters were received after the end of the review period.

Final Environmental Impact Report

Responses to the twenty-four comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Response to Comments and related documents were mailed to all interested parties and responsible agencies on April 28, 2011, to allow for their review prior to Planning Commission hearing, in excess of the minimum notice period of 10 days required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the document, these noted impacts above are considered to be significant and unavoidable.

Although impacts to traffic and circulation, air quality, noise, and aesthetics cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs or other beneficial project features versus project impacts that cannot be mitigated to less than significant levels. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant, or can be adequately mitigated below significant thresholds.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The Planning Commission will take public testimony on the EIR and project and forward a recommendation to City Council. Before the proposed project can be acted upon, the City Council will need to review the final environmental document, receive public testimony and either certify or reject the EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

Although the proposed Municipal Code Amendment will be effective Citywide, it is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all responsible reviewing agencies.

Agency	Response Date	Comments
Southern California Edison	October 27, 2008	No Issues
Riverside County Flood Control	December 1, 2008	District Master Plan Facilities

Conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2011-13 and thereby recommend that the City Council take the following actions:

1. **APPROVE AND CERTIFY** that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Exhibit A) has been completed in compliance with the California Environmental Quality Act; and

2. **APPROVE** Zone Change PA08-0097 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit B;

3. **APPROVE** Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial building from adjacent residential zones as shown on Exhibit C;

4. **APPROVE** PA08-0097 (Plot Plan), subject to the attached conditions of approval included as Exhibit D; and

5. **APPROVE** PA09-0022 (Tentative Parcel Map No. 36207), subject to the attached conditions of approval included as Exhibit E.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-13
   Exhibit A - Final Environmental Impact Report
   Exhibit B – Zone Change Map
   Exhibit C – Municipal Code Amendment
   Exhibit D – Plot Plan Conditions of Approval
   Exhibit E – Parcel Map Conditions of Approval
3. Site Plan
4. Elevations
5. Color Rendering
6. Cross Sections – Line of Sight
7. Preliminary Landscape Plan
8. Tentative Parcel Map 36207
9. Aerial Photograph
10. Response to SCAQMD comments
11. Response to Tom Hyatt comments

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MV00113086

3. Case Number:	**P08-133**	**Environmental Impact Report**
	PA08-0097	**Plot Plan**
	PA08-0098	**Zone Change**
	PA09-0022	**Tentative Parcel Map No. 36207**
	PA10-0017	**Municipal Code Amendment**
Case Planner:	**Jeff Bradshaw**	

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Vice Chair Baker and members of the Planning Commission. My name is Jeff Bradshaw. I'm an Associate Planner with the Planning Division. The item before you this evening is proposed by the Applicant; Ridge Rancho Belago. They have submitted five applications as part of this proposal. They include a Zone Change, a Municipal Code Amendment, Plot Plan, Tentative Parcel Map and an Environmental Impact Report and those applications are all part of a proposal to develop a 937,260 square foot warehouse distribution facility on a 55 acre site. This is located in the east part of Moreno Valley on the south side of the Moreno Valley Freeway, on the north side of Fir or future Eucalyptus Avenue and about 650 feet west of Redlands Boulevard. I am going to try to present the information to you as succinctly as I can. This is a fairly large project and somewhat complicated project so I hope you'll bear with me as I present the information and I want to make sure it is clear to you; both the Commission and the public.

Starting with the Zone Change, the project is currently zoned Business Park or BP. The General Plan designation for this site is consistent with that. It also has a Business Park General Plan designation. One of the standards of the Business Park zone is the limitation that it places on warehouse structures that are developed within that zone and there is a limit on individual structures being no larger than 50,000 square feet. The Zone Changes proposed in this case to allow for the building that is being proposed; a single structure that would exceed that limitation, so the change proposed is to go from Business Park to Light Industrial Zone and that will allow for the larger building. It is important to note that both the present Business Park Zone as well as the proposed Light Industrial Zone are both consistent with the underlying General Plan designation that is there on that site.

The Municipal Code Amendment that is proposed and if I could provide just a little background on that proposal…Under the current… one of the current standards again under the Business Park Zone is this concept that that district would act as a buffer or transition area between Business Park development and adjacent residential zoning and other sensitive land uses. Even though this site would be separated from property to the south by Eucalyptus Avenue, it is still in its present location located in proximity to residential zoning and so what is proposed by the applicant is to establish in addition to the Business Park

ATTACHMENT 9

separation concept; to establish an alternative or another way of buffering sensitive land use from these larger warehouse sites and so the proposal is a new standard or change to Chapter 9.05 of Title 9, the Industrial District Section and the concept is to add a requirement within the Light Industrial Zone that would require warehouse structures that are larger than 50,000 square feet be separated from any adjacent residential zoning by a minimum separation distance of 250 feet and that would be between the residential district boundary and any warehouse building or truck court loading area and that is a minimum. At the same time the language also suggests that that separation or buffering distance be determined by the results of Air Quality and Noise Impact Studies, so while 250 feet might be the minimum, we might have a project where the studies may actually ask for more than that and so the accompanied Municipal Code Amendment offers another way for development to occur in close proximity or adjacent to residential zoning. And for reference purposes the revised language that is being proposed to that section is attached to Planning Commission Resolution 2011-13 and that is included as Exhibit E for reference.

With regards to the development of the building, the structure that is proposed again is 937,260 square feet. The construction type that is being proposed is concrete tilt-up with architectural treatments on all four sides of the building. The colors for the building and the perimeter walls are earth tones with varying amounts of accent colors and vertical features to help break up the architecture. The facility as designed provides parking for both the trucks and for the employees and visitors to the site. There are 173 loading dock doors. This facility and the project as designed exceeds the City's requirements for parking for trucks, employees and visitors. The loading and truck areas would be screened from view from offsite. The truck court is enclosed by 14 foot tall perimeter concrete tilt-up walls that would screen the loading activities on both the north and south sides of the building. In addition to that, the activity there is screened by slopes and a tree row that also has been conditioned and required of the project along the State Route 60 frontage of the property. You might have noted on the Site Plan there is some area at the northeast corner of the property that extends out into what would be future Cal Trans right-of-way and that area will be maintained by the Applicant with some interim landscape until such time that the property convey to Cal Trans for development of future off-ramp improvements at Redlands Boulevard. As noted on the Site Plan the project has been conditioned and designed to accommodate required landscaping for the parking lot, the project's perimeter, the water quality basins and retention basins that are on site. All those areas will be landscaped to be consistent with the City standards. The future Eucalyptus Avenue frontage will include parkway, a sidewalk and there is also a segment of multi-use trail that will be built by the developer to satisfy City General Plan requirements.

I also wanted to point out some of the obligations that the Applicant has or the developer rather for street improvements associated with this project. They are required to construct at the Eucalyptus Avenue frontage across their site and that

improvement actually extends from their property eastward to Redlands Boulevard. They would be responsible for constructing Street A which is along the eastern property line of the project to a half-width. They are responsible for traffic signal improvements at Redlands Boulevard at the westbound off-ramp as well as at the intersection of Redlands and Eucalyptus Avenue. They will also be responsible for constructing an additional southbound lane on Redlands Boulevard that extends from the eastbound off-ramp down to Eucalyptus and finally they are also required to work with the City to construct turning lanes at a number of intersections there at Redlands Boulevard and the on and off ramps at the 60 freeway, so all of those are required of the project and must occur before occupancy permits are allowed for the building.

The project site is comprised of multiple parcels and so there is a Parcel Map that accompanies this development. The intent of that map would be to combine the five parcels into a single usable parcel so they can develop the 55 acres. It would also allow for the opportunity to convey property to both Cal Trans in the future for off-ramp improvements as well as the Riverside County Flood Control District to complete storm drain or channel improvements in the Quincy Channel along the western property line.

I want to provide just some background on the Environmental that is required for this project because of the scale and size of this project and the potential impacts that would result from its construction. An Environmental Impact Report was required for this project and going back to when this project was submitted, Staff had the opportunity to work with an Environmental Consultant to prepare an Initial Study Check List and out of that Check List it was determined that there were some CEQA categories that needed to be examined further. There was a Notice of Preparation of an EIR that was circulated in October of 2009. The result of that was the City was able to receive responses from various responsible agencies and members of the community. Here they identified concerns that they had with that document. And were able to hold a public meeting in October of 2009 for their input. That information was used in the preparation of a draft document that was prepared and routed to Staff and to a third party; a peer review consultant that was hired by the City to assist in the review of that document and over the course of the next year we worked with the consultant in the preparation of that document. When that document was complete and ready, it was made available; the draft of that document was made available to the public for comment and that was a period that began in October of 2010 and ended on December 6th, 2010.

Again as part of that process we held another community meeting and were able to receive comments from the community as well as other responsible agencies about that document. Following that response period City Staff worked with the consultant to prepare responses to those comments and was able to complete the final EIR and make the response to comments available and distribute those in April of this year.

The Staff Report when it was circulated to you included both the draft document as well as the response to comments and hopefully you had an opportunity to be able to review that information. Another effort the City made to be able to put the information out and have it available for the public was placing it online on the City's website for access as well as making it available in a hardcopy format at both the City and at the library. Again as we examined the project, there were a number of categories that were identified as having the potential for having impacts and through the review of the project it was determined that mitigation measures were required in some instances. Those have been introduced in the document and are included to help reduce impacts where possible. There are categories or instances where the impacts were not reduced to less than significant levels but in all instances mitigation measures have been applied and the impacts reduced to the extent possible.

The EIR did include mitigation measures for the following categories and the intent again to reduce impacts and those are for traffic and circulation, air quality, greenhouse gas emissions, noise, water supply, cultural resources and biological resources as well. The analysis in the EIR indicated that the project would have a number of potentially significant impacts and again in some of those categories and those include traffic circulation, air quality, noise and aesthetics. The EIR identifies mitigation measures to help reduce those, but even with mitigation the categories that I just listed do result in some impacts that can't be reduced to a less than significant level. The California Environmental Quality Act does allow for the decision body which would be the City Council to ultimately consider in instances like this a Statement of Overriding Consideration and make findings in response to that situation and if the decision making body were to determine that the benefits of the project outweigh the adverse environmental effects, it could approve the project with a Statement of Overriding Consideration.

The project presented this evening; standard notification was completed for this project. A Display notice was published in the newspaper; the site was posted as well as notices being sent to all property owners within 300 feet of the property and of this evening I had received 6 comment letters connected to this evening's public hearing and this would be in addition to any comments that were provided through the review of the environmental document. I believe copies of that correspondence was provided to you and there should be copies on the dais and those were letters that were submitted to us from the Sierra Club; from South Coast Air Quality Management District; from Johnson and Sedlack which is an Attorney that represents some residents here in town; some organizations and then also from an individual named Paul Claxton and so all that information has been made available for you.

Additionally there was a memo prepared this evening. It is the yellow correspondence that you have and the intent of that memo is to identify some corrections that Staff noted that needed to be made to the Resolution and was one of those was a correction to some text that shouldn't have been in the

Resolution; it was an oversight. It was text from another project that needed to be deleted and the other was some additional language that we felt made your action this evening, if you choose to approve the project or recommend approval rather, to make that action more complete. I believe that Transportation had one correction that they were going to suggest to the Conditions of Approval, so I'll give some time to Michael Lloyd from Transportation.

TRANSPORTATION ENGINEER LLOYD – Good evening Commissioners, this is Michael Lloyd with Transportation Engineering. I'd like to provide some clarification on Condition TE10. The condition was intended for Redlands Boulevard and the way it was worded initially wasn't clear, so I'd like to amend the condition such that it would read "prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane, additional southbound lane on Redlands Boulevard from the State Route 60 eastbound ramp to future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16 feet". Thank you.

PLANNING OFFICIAL TERELL – Yeah and with that I believe that the Community and Economic Development Director wanted to follow-up on Jeff's report.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Thank you. I'm Barry Foster. I'm the Community and Economic Development Director. I just wanted to offer up some ideas from an economic development standpoint and offer my support for this project. I hope that you got a copy; I actually gave out a table. Did you all get a copy of that? I hope you are aware that a couple of weeks ago the City Council actually approved an Economic Development Action Plan and with that Action plan we're looking at accelerating and doing a number of different things in the next two years to really help with development in the community, but most importantly we are looking to increase employment opportunities; create jobs in this community. We think that the driving force in improving the economy in Moreno Valley is to help with the job market; is to address the fact that we've got a 16.2 percent unemployment rate.

A lot of our residents that do have employment have to leave the community for work. I think in the past couple of years, we've done a fairly good job of creating jobs. We've created over 3,600 jobs in the last few years in some very challenging economic times but we really need to do a lot more and so really the focus of that Economic Development Plan is to look at opportunities at a number of areas in the community to try to create more jobs; more employment opportunities for our residents and I think that if you look at these charts they are pretty eye opening in looking at the challenges that we face and kind of where we are at right now. If you look at the top one we are looking at a number of communities in the Inland Region that are fairly similar in size to Moreno Valley with the exception of maybe Chino in terms of population, but you can look really at the work force that is currently there in those other communities versus the

housing units in those communities and that is really what you striving to do is you are looking for a balance between the number of housing units and the jobs that you have in your community. That is not the number of people; that is not your residents that have jobs; that is the jobs that you have in your community; that are situated in your community. If you look at that list, the only community that is upside down is Moreno Valley. We really need to do a lot better job at creating employment opportunities here in this community and really try to improve that balance. We are significantly out of balance right now. If you drop down to the second group on that table, you can look at those same communities and look at the inventory that is currently developed for Industrial and Business Park in those communities and jobs again; and again we are very lacking in terms of inventory.

With opening of Skechers, we'll have 10.1 million square feet in this community. That is very low in comparison with those other communities that are very similar in size and population. Even the City of Chino which has half the population that we have has 30 million more square feet than we have right now. We need to provide opportunities to have industrial distribution logistics in this community. That is the one way that we are going to help stimulate and produce new employment opportunities and jobs in this community that our residents desperately need to have. If you go down and look at the last part at the survey; that is a current survey that shows the zoning that is currently in place. The project that you are looking at tonight has a Business Park zoning already in place and we're also looking at Industrial, so even including the zoning that you already have in terms of the Business Park, we have 9 percent. At the height; at the top there is Ontario with 25 with the vast majority of those communities are somewhere in the middle there. What is the sweet spot? Where should we be?

I'm not offering any ideas now, but it is certainly should be higher than what we have, so that Economic Development Action Plan that we are really advocating is looking at ways to re-zone areas that are undeveloped to produce jobs. If you look enough people would counter and say we'll got all this property in the south part of town in the Industrial Specific Plan area; you've got some property across the street here. If you develop what is currently zoned there and there are a lot of projects that are being looked at in those areas, you will probably have another 12 million square feet that you could do fairly easily. You still are only doubling what we currently have. You are still nowhere near where the rest of these communities are at. You are really selling yourself short in terms of having available undeveloped land for opportunities with zoning for distribution, light manufacturing and logistics. You are really selling yourself short to have those opportunities for that kind of development, so that's why we are looking at and trying to stress that there are opportunities in the east part of Moreno Valley in that Rancho Belago area where this property is located in to look at opportunities; to make sure that we have property that is zoned properly that can produce jobs.

The real question with this project is it is currently zoned Business Park, so you are not allowed to do a building greater than 50,000 square feet. It is the same situation that Highland Fairview had with Skechers. It had the same zoning in place. It is do you want a number of small buildings or one large building that can be master designed with four sided architecture and all those kinds of things… with this property if you kept it in place with the way it is you could do 19 or more smaller buildings 50,000 square feet or less. That market is not here. I really don't know when that market will come back. That market of those small industrial buildings it is just not here and I really don't know when and if it will come back again.

The opportunity where the large retailers are looking for is what Skechers did. It is taking 5 buildings that they currently have in Ontario and Mira Loma and putting them into one 1.8 million square foot facility that is better planned and better designed. Skechers saves 15 million dollars annually on their operating costs by moving to that facility. It is state of the art in terms of automation and everything else. It still produces 1,100 jobs; different kinds of jobs. They are not the old school fork lift and all that kind of thing. It is higher tech. It is all computers and that and that is really the direction that logistics is going to, but they are consolidated into one large building and saving money. That is what a number of retailers have seen and that is what they are looking and they need more product; they need opportunities to have those kinds of buildings and that is what the developer is proposing, is one 965,000 square foot building rather than 19 or more smaller buildings. The developer has a solid track record. They have built a lot of projects across the street. They are a national developer. They brought in Serta Mattress; Minka Lighting, ResMed, Frazee Paint and we are working on tentative improvements for Harbor Freight right now. They brought in National…Very respected companies that have produced jobs for this community.

That is really what we need. We need to look at opportunities and make sure that we the proper zoning in place, so this project has done all the EIR's; they've done… there are 80 pages of conditions of approval for this project. They have a significant buffer from the residential, but really the question is do you want 19 or more smaller buildings or do you want one large building. That really is the question, so with that I think from an economic development standpoint, certainly we support the project and I'm happy to answer any questions.

VICE CHAIR BAKER – Are there any Commissioner with questions for Staff?

COMMISSIONER OWINGS – Could I start up?

VICE CHAIR BAKER – Go for it Tom

COMMISSIONER OWINGS – Okay first of all I'd like to clarify something for the new Commissioners so should I address you Mr. Bradshaw?

ASSOCIATE PLANNER BRADSHAW – I'd be happy to try to answer any questions that you have.

COMMISSIONER OWINGS – Because this Applicant is asking for a Zone Change, doesn't the Planning Commission have the absolute discretion as to whether or not to grant approval for this zone change? In other words take for example last week… a guy comes in and he has a little 16 house housing unit and it meets all the standards; it meets all the criteria; the Planning Commission would be hard pressed to not approve that without a really proper statement of findings, but in this particular case isn't it true that we have absolute discretion whether or not to approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – This type of a change along with the Municipal Code Amendment starts with the Staff presentation to the Planning Commission and their role is to review the information and make a recommendation.

COMMISSIONER OWINGS – No I'm not questioning that, I'm just trying to find our proper role. We have absolute discretion don't we whether or not we approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – The result of this evening would be a recommendation to Council.

COMMISSIONER OWINGS – Right, but we have absolute discretion, correct?

PLANNING OFFICIAL TERELL – That's correct Commissioner… this is what is called a discretionary review and therefore the Commission has as you said absolute discretion to recommend approval, denial or something in between.

COMMISSIONER OWINGS – So if you have absolute discretion we could potentially bargain for something that would go some standard in excess of the current standards for our approval, correct?

PLANNING OFFICIAL TERELL – You can ask…

COMMISSIONER OWINGS – We'll that's a bargain. Both parties have to agree right… we established that earlier

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - Okay I can tell that I'm not going to be a second term Commissioner. Can you tell that right now? You know first of all has there been a tenant identified for this?

PLANNING OFFICIAL TERELL – Well that's really a question for the Applicant but our understanding is there is not a tenant.

COMMISSIONER OWINGS – So this is a spec building so we have no idea what type of business that is going to be housed in this 930,000 square foot building, correct?

PLANNING OFFICIAL TERELL – The specific type; no. It would have to be a range of business that is permitted in that zone.

COMMISSIONER OWINGS – So I looked at the South Coast Air Quality thing and you guys are the experts on all of this and this is a bit above my pay grade in terms of understanding some it, so we have to rely on you to make sure that I do and I do trust the City Staff to make the proper direction or to make the proper responses, but isn't a little hard to ascertain what the traffic would be on Redlands Boulevard if we don't know what type of business is going to go in that 900,000 square foot building.

PLANNING OFFICIAL TERELL – Well I'll defer to Michael Lloyd to answer that question but typically this is a term of our… we look at what is called the reasonable; it's often called worst case development based on agreed standards and I'll let Michael kind of explain exactly how…

COMMISSIONER OWINGS – Well I don't really want to get into lengthy detail, what I just really want to do…

PLANNING OFFICIAL TERELL – Oh it will be short

COMMISSIONER OWINGS – Okay, I just want a general answer to the question in general. Wouldn't it be kind of hard to ascertain the impact to the community both on traffic or pollution? It seems like I read through all of these people's concerns. They seem to center around traffic on the 60 center, traffic on Redlands Boulevard and they center on overall air quality as a result of the trucks etc, so it seems to me that it is a bit difficult to ascertain with any degree of accuracy unless we know what type of person is going to go into it and I'm just looking for sort of a general idea of whether you agree with that or not.

PLANNING OFFICIAL TERELL – Well the assessment was done as this being a warehouse facility, so it is a facility that has a certain number of truck docks and there are averages; accepted standards, but again I'll defer to Michael to talk about that.

COMMISSIONER OWINGS – Okay Michael… you know because there seems to be quite a bit of difference between and take for an example a Big 5 in Riverside across from Raceway Ford and the Skechers plant up here. You know Skechers has lots of truck bays. They may not be all used at one time. They

may be used sort of for storage until they are filled or until they are directed. The Big 5 is not quite like that and you know from an honest observation of a neighbor of Big 5 which is close to a million square feet, I never see a truck go in or out of it. I would say the impact to the traffic in front of Raceway is almost negligible if any. The employees create more of a traffic problem than the trucks or anything so that is quite a different plant than maybe might or warehoused or might be placed in this particular project, correct.

TRANSPORTATION ENGINEER LLOYD – Correct… there is variation from warehouse to warehouse but as John indicated the standards that we follow are based upon averages, so the calculations are based upon observations as you indicated where there are some warehouses that have lower truck volumes versus warehouses that would have higher truck volumes and we develop averages and then apply it to the proposed project's total square footage and then distribute that traffic onto that street system for analysis.

COMMISSIONER OWINGS – Okay thank you. John it is my understanding that Fairview Highland is prohibited from any traffic on Redlands Boulevard as a result of an agreement between Highland Fairview and the Sierra Club. Is that correct?

PLANNING OFFICIAL TERELL – They are… there is a preclusion of opening up the road that connects to Redlands Boulevard until a future phase of that development and there is a restriction on the …

COMMISSIONER OWINGS - … truck traffic on Redlands Boulevard, right? That is why all truck traffic in Highland Fairview is directed to Theodore?

PLANNING OFFICIAL TERELL – Well as part of Phase 1, it is all directed to there because there is no connection to Redlands in Phase 1, but by Phase 3 there will be a connection and trucks will be directed to Theodore. Obviously once a truck leaves that facility it can't be prohibited from going to Redlands because Redlands is actually a truck route, but the intent and the agreement as you said with the Settlement Agreement subsequent to the approval of that project did kind of give a proactive requirement on the part of Highland Fairview as the landlord to direct trucks towards Theodore.

COMMISSIONER OWINGS – So you say you know Redlands Boulevard is a truck route, so if you know could you please tell me the basis on which the Sierra Club made that part of their agreement with Highland Fairview. I mean what was the purpose of it; what was their concern and how did the agreement resolve their concern or address their concern?

PLANNING OFFICIAL TERELL – Well I can't speak for them. I think there was a concern of adding a lot of truck traffic to a route that is heavily used for commuter traffic primarily from Moreno Valley to the freeway or from Moreno

Valley to and from Redlands, so there was a concern about if trucks go to Redlands they might be more likely to drive north to and through San Timoteo Canyon to get to the 10 freeway, so I think that was as I recall was their major concern was that trucks needed to be directed towards the freeway.

COMMISSIONER OWINGS – That concern would be just as valid for this proposed project wouldn't it as it was for Highland Fairview?

PLANNING OFFICIAL TERELL – I can't speak for them…

COMMISSIONER OWINGS – In your opinion

PLANNING OFFICIAL TERELL - … but I would suspect they might have a similar concern as I think is expressed maybe in some of their comment letters in the Environmental Impact Report.

COMMISSIONER OWINGS – So maybe impossible to direct traffic from the new project to Theodore but is there a similar possibility of a solution that Sierra Club was able to work out with the developer of Highland Fairview with the current developer of this proposed project?

PLANNING OFFICIAL TERELL – There are not the same options for this property. Obviously this property is much smaller than the Highland Fairview project. It is roughly a third the size of that and truck traffic can go towards Redlands or at some future date could go towards Moreno Beach, which I'm not sure that is a better alternative.

COMMISSIONER OWINGS – Okay, when addressing Tom Hyatt's concerns in your packet in locating the warehouse to another area, the City Staff recommended five alternative sites and reasons why the five alternative sites were not suitable. Noticeably absent from the list was Highland Fairview's property which has approximately 20 to 40 million square feet of available warehouse space. Is there a reason the Staff did not include Highland Fairview in the analysis?

PLANNING OFFICIAL TERELL – Are you referencing in the alternative section of the EIR? I think the…

COMMISSIONER OWINGS – Well in your response to Tom Hyatt's letter, you stated that you had Staff look at the available sites and there were five and there were actually four but you added a fifth one and that none of those sites were really suitable for this project, so I was just wondering why Highland Fairview was not on …

PLANNING OFFICIAL TERELL – The reason is because other than the Skechers facility, the Highland Fairview property to the south does not currently permit this kind of development on it.

COMMISSIONER OWINGS – Well neither did some of the sites that you proposed as alternate sites, so I don't see that as a criteria for excluding it. You even mentioned in one of your comments that some of those sites would require a zone change.

PLANNING OFFICIAL TERELL – Well I guess I need you to reference the particular page because I am not the person that responded to that.

COMMISSIONER OWINGS – It was actually Jeff because it is unfair to put you on the hot seat. But anyhow is there any reason why Highland Fairview was not included as a potential alternate for a site when you were responding to Mr. Hyatt.

PLANNING OFFICIAL TERELL – I can't think of a particular reason why it would not have been included or it was not included.

COMMISSIONER OWINGS – Okay, alright, this question is for both I think for you John and for you Mr. Foster. It is my understanding the City and you just kind of eluded to that fact, just to prove a City Development Plan or I think that is probably the wrong terminology but you get the idea… what is it; the Action Plan last month and you know from what I read off of the website it was approved by City Council 5 – 0 which designated the area east of Redlands Boulevard as the future corporate park development. How does this project fit into that development plan? Why doesn't it? If the City Council directs in their plan that this type of development would be placed east of Redlands Boulevard, why are we recommending approval for this plan at its current location?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'm not sure specifically mentioned east of Redlands. It talked about the Rancho Belago area and that's a much bigger area.

COMMISSIONER OWINGS – It does mention that particularly east of Redlands Boulevard.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I think it was specifically talking about the Moreno Highlands Plan.

COMMISSIONER OWINGS – Let me ask you a question. If it says, if the current plan approved by the City Council says that this type of development should occur east of Redlands Boulevard, would that alter the Planning Staff's opinion of the project?

PLANNING OFFICIAL TERELL – No, I believe and if I can speak to the most recent action by the City Council; that related to creating additional General Plan designated areas where industrial development could occur and this particular site is already in the General Plan allowing industrial uses.

COMMISSIONER OWINGS – Well it is not allowing the use that they are asking right now or we wouldn't be talking about it.

PLANNING OFFICIAL TERELL – That's correct, but it does allow industrial uses.

COMMISSIONER OWINGS – Alright, I'm bordering on arguing here and I'm sorry. Did the Planning Staff give consideration to require the consistent architectural design consistent with Highland Fairview's building be made a condition of this project to prevent the area from becoming a hodge-podge of building designs. If you look at the industrial site on Sycamore Canyon between Alessandro and Box Springs, it looks like a checkerboard. It looks like somebody said let's try this and let's try that, let's try this and you know this is going to be visible from the freeway and if we are trying to make Rancho Belago into a up-scaled community development park why wouldn't higher standards be required of this building, so the simple question is did you consider it?

PLANNING OFFICIAL TERELL – Well I'm not quite sure what you mean by higher than what?

COMMISSIONER OWINGS – Well you know I'm not talking but beauty is in the eye of the beholder, whether it is a pretty building or it is an ugly building, but it seems to me that there could have been some consideration given and I just want to know if you did to making this project a condition of approval for the zone change that this builder; that this development be consistent in its architectural design with Highland Fairview.

PLANNING OFFICIAL TERELL – And I guess the quick answer to that is no. This is not part of a Specific Plan that has established a particular type of design. Staff did look at this and wanted a high quality of design and also if you look at it, it includes of similarities. The color palette is similar. It is basically white. Most of the building is white and it also includes the spandrel glass which is a material that is very prevalent on the corners of the Skechers building.

COMMISSIONER OWINGS – But there would be nothing that would prevent this Planning Commission to make that a condition of approval, would it?

PLANNING OFFICIAL TERELL – I guess if we could define what that meant…

COMMISSIONER OWINGS – Well at least consistent with the project. I think that's pretty clear. I have seen that lots in Planning Commissions.

PLANNING OFFICIAL TERELL – I would ask for clarification of it because we would not… I mean Planning Staff would never recommend that this building look exactly like the Skechers building. Probably different than Sycamore Canyon which I agree there is quite a variety of architecture over there and colors; is the Ontario Business Park east of the Airport. It is actually a Specific Plan but you look at the buildings and they are sort of different but they all kind of blend in.

COMMISSIONER OWINGS – John you know there is no standard for Moreno Valley for this; there is no City standard, so the Planning Commission has to act as that standard. Wouldn't you agree? We have to be the one that set the standards.

PLANNING OFFICIAL TERELL – You need to provide direction to set the standards. That is correct.

COMMISSIONER OWINGS – So if we want to have an upscale development park there, shouldn't some consideration be given to creating a building that is consistent with the largest building in the City?

PLANNING OFFICIAL TERELL – And I guess my contention would be that it is.

COMMISSIONER OWINGS – So then Mr. Foster I just was wondering instructionally, could you tell me what the definition of work force is on the chart you passed out.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is all jobs in that community. I don't have a break down on types. It is total work force.

COMMISSIONER OWINGS – When you say all jobs is that all jobs held by people who live in Moreno Valley or is that all jobs held by anybody?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, those are jobs that are currently in Moreno for all types and that is the same thing with those other communities.

COMMISSIONER OWINGS – So for example taking Ontario, we don't really know if anybody that works; that 107,000 do we know if they live in Ontario?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – We don't, so that might be an unfair comparison right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No what we are looking at is a jobs balance of housing units…

COMMISSIONER OWINGS – But it really doesn't measure employment in Moreno Valley does it?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No it does not.

COMMISSIONER OWINGS – Thank you. Alright, Industrial Business Park down here where you have these percentages is for each of those, are you trying to equate Industrial Business Park square footage with the percent with employment? Is that what you are saying that there is a direct correlation?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That's the percentage of Industrial and Business Park zoning in Moreno Valley and those other communities and there is a correlation between the jobs that you can produce from that kind of development.

COMMISSIONER OWINGS – But there might be other factors that might cause Moreno Valley for example to be less than Ontario that are not taken into consideration in this analysis?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes there is

COMMISSIONER OWINGS – Thank you and there could be many factors, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Thank you… so the real question is my opinion… Let me ask you a question too. What is your official title for the City?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Community and Economic Development Director

COMMISSIONER OWINGS – So are you John's boss?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Do you feel a bit funny about advocating so heavily for this in front of this Planning Commission when in fact they are supposed to be the City Staff and take an objective look?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – My comments were from an economic development standpoint.

COMMISSIONER OWINGS – Well I appreciate that you are wearing that hat, but when you are back in the office does that present a problem?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – Thank you. So that's about it. Thank you.

COMMISSIONER VAN NATTA – I wrote a list of questions and you have hit most of them already but I do have a question. Isn't there plans in the future for a school over on that side of town like maybe north of the freeway north off of Ironwood someplace or sometime in the future?

PLANNING OFFICIAL TERELL – The School District is considering two potential sites for a future High School. They have not yet made a determination. One of those is on Ironwood west of Redlands and the other is at Ironwood and Nason.

COMMISSIONER VAN NATTA – Okay would it be likely that students from the south side of the freeway would be attending that school?

PLANNING OFFICIAL TERELL – It's hard to tell but one of the other things that I participate in is the School Attendance Boundary Committee as a representative and the intent of the School District Staff in looking for High School 5 is really to have all students north of the freeway go to a high school north of the freeway. Valley View High School which is the closest High School in that location, half of their students come from north of the freeway, so one of the thoughts about having High School 5 north of the freeway is that they could have the freeway as a dividing line for school attendance boundaries, but there is nothing to say that students south of the freeway might not attend there just like students north of the freeway now attend Valley View.

COMMISSIONER VAN NATTA – Okay because I'm looking at the traffic patterns here and I'm concerned about people who are going to the north side to the south side, whether it is for work or whether they are driving through San Timoteo to get to work or something like that because if Redlands is now going to be used as a truck route in and out of this location and Moreno Beach is a very busy intersection there with all the businesses and everything and Theodore is being used by trucks, that really limits the amount of access that people south of the freeway have to north of the freeway or to that route up there through the hills to go to work in San Bernardino or Redlands or any place up there and I remember all the debate that went on about building the Highland Fairview project and people concerned about traffic and I remember how strongly it was emphasized that oh no it is not going to be a problem. All that traffic is going to in and out of Theodore and I even saw I thought at one point an architectural rendition showing how it was going to be developed along the future Eucalyptus Avenue to where the trucks could not even go through there to get back onto the

freeway, they would have to leave the Highland Fairview project, go to Theodore and get on the freeway, so this comment about them being able to use Redlands in the future was a little puzzling to me because I thought it was really clear that the truck traffic was going to be on Theodore.

PLANNING OFFICIAL TERELL – That is the intent of that project and that is the commitment of the developer of that project. The graphic that was shown that I think showed kind of and looked at what is similar across Sunnymead Boulevard as you get up at Frederick, but that is not a requirement of that project. It was just a suggestion that they had or something that might prohibit or you know really make it physically impossible for trucks to go towards to Redlands. The reality is that they've made an affirmative commitment to direct to director traffic to Theodore, but in the final analysis, they can't. It would be very difficult to never have a truck go that way, but your question I think was what is the impact on Redlands Boulevard relative to truck traffic and I'm going to defer to Michael Lloyd because that is an element of the Traffic Study to identify how many trucks and motor vehicles would be accessing Redlands Boulevard to get to the freeway and what is the mitigation to make sure that with that additional truck traffic, should it be approved, that street still operates at a safe and appropriate level consistent with our General Plan.

COMMISSIONER VAN NATTA – And as an add-on to that question I would ask other than I heard you speak about a traffic lane on Redlands Boulevard, but I didn't hear about any specific improvements that this developer would be contributing to on the Redlands interchange. I think it is going to need more than just adding a simple traffic lane to do that and recalling again what we went through on the approval. I mean I watched all the meetings and everything like that and all the things that were required for the development for Highland Fairview. Are there similar mitigations being required of this developer? How much money is going to be put into developing freeway on-ramps and off-ramps and that whole interchange there that is going to be chargeable to this site which isn't a third of the Highland Fairview but more like 40 percent?

PLANNING OFFICIAL TERELL – Well Highland Fairview is actually approved for 2.4 million square feet of industrial and then it has its commercial in addition to that, so it is the total and not just the current building, but yes there are similar mitigation measures and I'll defer to Michael to kind of list those briefly.

TRANSPORTATION ENGINEER LLOYD – Good evening again; Michael Lloyd with Transportation Engineering. Based on the Traffic Study that was conducted for this project, the project applicant would be required to install a traffic signal at Redlands Boulevard and the State Route 60 westbound ramp. They would also be required to install a traffic signal at Redlands Boulevard and Eucalyptus Avenue. The applicant would be required to construct an additional southbound auxiliary lane along Redlands Boulevard between State Route 60 eastbound ramp down to Eucalyptus Avenue. The applicant would also be required to

improve the intersection of Redlands and Eucalyptus to include turn lanes; that includes a northbound left as well as a southbound right turn lane. The project applicant would also be required to improve the intersection of Redlands Boulevard and State Route 60 eastbound ramp to provide turn lanes. Currently there is a northbound left turn lane. This project would be required to install in the eastbound direction a left turn lane as well as a right turn lane. Currently there is only one lane there, so this would be required to put in an additional turn lane to accommodate the right turning trucks and cars. This project would also be required to install improvements at Redlands and the State Route 60 westbound ramp. I don't recall off the top of my head and I apologize what turn lanes are out there currently today, but I believe there is a northbound through lane; a southbound through lane and this project would be required to construct a northbound right turn lane again to accommodate traffic from south of freeway turning onto the ramp and those are the specific improvements that this project would be required to construct.

PLANNING OFFICIAL TERELL – And those would be similar but not the same as the improvement that Highland Fairview is doing on Theodore.

COMMISSIONER VAN NATTA – Uh huh, so that is in anticipation of a great number of trucks going up and down on Redlands which still doesn't address the fact of what about people going in private cars north and south of the freeway. That still doesn't leave us a safe and easy way to get across without being subject to additional traffic there, but okay I see…

PLANNING OFFICIAL TERELL – There will be additional traffic and there will be truck traffic, so I think the Traffic Study shows that it would meet the standards for the City of Moreno Valley for its General Plan, but again it is obviously going to be more traffic than is there today and trucks that are not there today.

COMMISSIONER VAN NATTA – But what is difficult is gauging the amount of traffic because we were able to take a look at and you know count how many trucks was Skechers going to use because we knew who the tenant was going to be and what are their plans and when do they run and everything else like that, but this still leaves a lot of questions about that. My other question has to do with the chart that you gave us and you are comparing several different communities here to Moreno Valley, but then when you get down into the Industrial and Business Park zoning who have included a couple of other communities. I just want to make sure John was listening because I had a question.

PLANNING OFFICIAL TERELL – I'm sorry… I was just checking because we were thinking that the Traffic Consultant that prepared the study; obviously Michael reviewed it and is very well versed in the City's standards, but it is our understanding that the Traffic Engineer who prepared the Study that was reviewed by Michael is also here, so if we need him I just wanted to verify that but I'm sorry, your question…

COMMISSIONER VAN NATTA – Okay… yeah but just in response to that, that still is using supposed numbers of maybe and we don't know until we know who the tenant is going to be on that property how it is going to be affected.

PLANNING OFFICIAL TERELL – Right and the reason we do that is because first of all a tenant is not… let me go back. For the Highland Fairview project, the analysis was done the same way as the analysis for this project. The added information was for Skechers as they had more specific information which was lower than what the study indicated, so it was just more information, but the standard; that project was actually reviewed based on the same standard of an average and Skechers identified their truck traffic is lower than the average and whether that changed the decision or not I'm not sure, but the other thing to take into account is once a building is built, we can't assume that the same tenant will be there until the building is torn down or redeveloped, so that's why we have to look at it at this average.

COMMISSIONER VAN NATTA – I understand that when you have somebody in with a 20 year lease or something, at least you know you have some certainty of what is going on for the next 20 years. In looking at your chart here with your Industrial Business Park zoning and the other cities that have been added here and you said there is correlation to employment levels and the amount of Industrial and Business Park zoning in a city, does that mean that Perris with 21.7 percent of Industrial and Business Park zoning as compared to Moreno Valley's with 9 percent has a lower unemployment rate?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER VAN NATTA – I didn't think so

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – We didn't have the work force numbers for those three communities so we didn't include those.

COMMISSIONER VAN NATTA – Because it is my understanding that Perris' unemployment level is just as disastrous as Moreno Valley's and yet they have more than double the amount of Industrial and Business Park zoning within their City, which there again we get back into we don't who the tenant is and it is kind of like if I wanted to rent out a room in my house because I need more money, I'm going to very, very careful who I rent to because I want to protect my children and I want to make sure it is safe and everything like that and knowing who is going to be moving in is kind of a nice thing to know if we have it and in this case we don't have it. All we know is that it is going to increase truck traffic on a street that we as the residents were told before was going to be protected from truck traffic. I guess I'm arguing and I should be just asking questions. Okay that was all I had to know.

COMMISSIONER SALAS – I'm kind of confused. Are we adding a lane to the ramp or are they going to add a lane or are they going to widen the ramp… I mean the bridge over the freeway? Are they widening that?

TRANSPORTATION ENGINEER LLOYD – They would not be conditioned to widen the bridge structure.

COMMISSIONER SALAS – So in other words we're going to add lanes that are going to funnel down to one lane because that is only a one lane going across. Is that correct?

TRANSPORTATION ENGINEER LLOYD – That is correct

COMMISSIONER SALAS – That's not good

COMMISSIONER OWINGS – Just to follow-up to your question, when you say you know if they have been moved out 12 years; a tenant moves out in 10 years, John wouldn't they still be bound by the conditions of approval if they moved in 20 years from now or 30 years and then they'd be right back here asking us to amend those conditions, so it's not really an accurate analogy is it?

PLANNING OFFICIAL TERELL – As long as they can continue to meet the conditions of approval and typically the environmental is done for this broader range of possibilities and not just a specific tenant. That was my point.

COMMISSIONER OWINGS – If Big 5 went out of business tomorrow in their distribution center across from our dealership, any potential tenant would be bound by any of the conditions of approval for that project and they would have to come here or to the Planning Commission in Riverside to seek changes to it, so it's not like it's open season when someone moves out.

PLANNING OFFICIAL TERELL – No, they still have to comply with the conditions of approval and again the conditions of approval, other than special conditions that might have been added are based on the averages. They are not based the specific tenant.

COMMISSIONER OWINGS – So and then on these Industrial Business Park zoning statistics we really probably should have a breakdown between the Industrial and the Business Park portion of it; right, the large buildings versus the small buildings for each of those cities before we can make any real beginning of any kind of analysis as to which one of those types of businesses produces the most business. Now I understand now that the current business climate says you know the bigger buildings are more in favor than the smaller buildings, but there is no real correlation between the size of the building and jobs created are there?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – There is not and cities will differ in terms of what they classify as a Business Park. Not every city is unique to what Moreno Valley does where they require that 50,000 square feet or smaller. There are a lot of communities that would have Business Park zoning that would require a larger building.

COMMISSIONER OWINGS – You know I just, if by manner of just reminding everybody the definition of average; it is the best of the worse and worst of the best, so depending on where you fit in on that average, it could be good or it could be bad, so that is just more of a comment.

VICE CHAIR BAKER – Okay, is there anyone else for comments to the Staff?

COMMISSIONER OWINGS – I do have one. I hate to belabor it but intellectual honesty demands me to ask you this question. Paul Claxton writes and he says I can hardly wait for 200 semi trucks an hour to roll down the 60 Freeway, Ironwood and other streets creating the noise and the pollution. That is not a factual statement is it?

PLANNING OFFICIAL TERELL – That is related to the Skechers warehouse, right; the comment…

COMMISSIONER OWINGS – Well right, but even that… is that factual?

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – It is not factual, so what would that actual number be?

PLANNING OFFICIAL TERELL – Something less than 200… There was a number there and I thought it was something of over a little over a thousand was the average… kind of the… It wasn't related to the specific… I believe with Skechers it was a very low number because they knew exactly how many trucks that would be coming in and out of there…

COMMISSIONER OWINGS – And they certainly wouldn't be on Ironwood would they?

PLANNING OFFICIAL TERELL – No, Ironwood is not a truck route is it?

TRANSPORTATION ENGINEER LLOYD – That is correct. Ironwood in this particular area is not a truck route and so they would be prohibited from using Ironwood.

COMMISSIONER OWINGS – Well he goes onto say this warehouse hasn't created a single job in the City. That's not true either is it?

PLANNING OFFICIAL TERELL – Well it has created construction jobs certainly already.

COMMISSIONER OWINGS – Alright… Well I just think everybody should be honest in their comments.

VICE CHAIR BAKER – Okay, moving on. Does anyone else want to comment? At this point I think we'd like to bring the Applicant forward. Would you please state your name and address for the record.

APPLICANT RICE – Sure my name is Dennis Rice and I reside at 201 Covina, Long Beach, California. I'm with Ridge Property Trust and we're the developer of the proposed project which we call West Ridge Commerce Center. By way of background, Ridge Property Trust is a private real estate investment trust. It was mentioned earlier that we are a national company. We are headquartered in Chicago. We have an office here in Southern California, one in Dallas, Texas and one in Monterey, Mexico and we've done some other work in the City of Moreno Valley and also here in the East Inland Empire. Specifically we have developed about half of the Centerpoint Business Park Project across the street here, which is bounded by Frederick to the west; Cactus to the south; Alessandro to the north and Heacock to the east there. We've built five buildings totaling about 1.85 million square feet. They are all 100 percent leased right now and we have about six more buildings to build there, totaling about just under 1.2 million square feet and that will finish out that project. It is 162 acres. We also have a building down in Perris that we developed. It was 1,310,000 square feet and that was leased out to Hanes Brands and we have room down there to do about another 2.6 million square feet in addition to the building that we're proposing today of 937,000 square feet.

One thing I'd like to point out with the Hanes Brands because we have talked about truck traffic and averages and the best of the worst and the worst of the best, is Hanes again is 1,310,000 square feet. They have and depending on their season; right now they are in their back to school season. They employ between 800 and 900 people in that facility. They average throughout the year 25 inbound trucks and they average 40 trucks per day that are outbound, so a total of about 65 trucks per day on average, which kind of goes to some degree with what Mr. Owings was saying with the Big 5 facility over there near the Raceway Ford Dealership. Before I go any further, I'd like to thank the City Staff; especially Jeff and John. We've worked really hard on this project to get it to this point. Also, I appreciate all the input of the other Planning groups and all the different departments within Public Works, Parks and Community Services and the Police and Fire folks. We've owned this property now for a little over 4 years. We bought it in March of 2007.
One thing I would like to talk a little bit more about the project. I think Jeff did a great job of explaining all the particulars about the project, but one thing we did

and I believe you may have gotten this package from me is we did a Community Outreach Program that we started about a year ago in June of 2010 and what we did with that program is we mailed about 20,000 project brochures to the residents on the east side. It was a four page color brochure that had a tear away card that people could mail back in and what we got out of that was about 154 responses out of the 20,000. Six of those went undecided; 29 were in opposition of the project and 119 were in support of the project. Back in October of 2010 we hosted a project Open House at our Centerpoint Project where we invited all the people that replied to the cards, various community leaders within the City of Moreno Valley and also the different Moreno Valley Chamber of Commerce's and back then in November we did a promotion to make the community aware of the Public Hearing/Public Information Meeting that was going to take place on December 2nd and also on November 13th and December 11th, we walked door to door on that east end of town and handed out about 800 project brochures on this particular project here and engage with people and answered any questions that they might have with regards to the project within the packages all the response cards that we got in the mail and again some were in opposition and some were in favor and there were some good comments and we have a project website that people can go and refer to.

We have a link to the Draft EIR and also the Final EIR. We also have a 1-800 number they can call and can leave a message and we get back to them and try to answer any questions they may have or discuss any issues that they have. With that we've got our team here that put together the EIR; Ross Geller and Charlie Wray with Applied Planning and are here to answer any questions and also we've got Eric Affith(?) with Urban Crossroads to answer any questions with regards to the Traffic Study that was done.

COMMISSIONER OWINGS – Mr. Chairman may I ask a few questions?

VICE CHAIR BAKER – Yes

COMMISSIONER OWINGS – Mr. Rice my name is Tom Owings; welcome.

APPLICANT RICE – Thank you

COMMISSIONER OWINGS – You know my view of this job is I don't have a dog in the hunt. I am not on anyone's payroll except my own and I feel that our job as Commissioners is just to make sure that everybody in the audience has their questions answered that they would ask if they were sitting here, so I hope you will take my questions in that spirit.

APPLICANT RICE – Sure

COMMISSIONER OWINGS – This is a very impressive book and in fair disclosure/ full disclosure I live on Canterbury Downs Way, which is not within

300 feet of your project, but I do live within a close proximity to it, so I did get one of these beautiful folders that you sent; questionnaires. I looked it over from head to toe and I couldn't find anywhere in here where you said how large this building was going to be in this brochure. There is nowhere in this brochure does it say it's a million square feet and now I do have to tell you that I've had two cataracts repaired since then or prior to that so I have may have missed it, but I don't see it and I just wondered why it wasn't mentioned when you got the public response.

APPLICANT RICE – Yeah, I don't know the answer to that Commissioner. I believe there were references to the website where you could gather that information.

COMMISSIONER OWINGS – Well you know the question just is begging you know if it is going to create a lot of jobs and have all the positive attributes or things to the community that are attributed by the size of it, that we would mention the size, but that is okay. So then the other thing that I noticed in it was that there were like 19 people who said they were against your project and they basically talked about traffic congestion. You know there were a few vague illusions to you know livability of the neighborhood but really I just don't know, I can't put a finger on what that is… Traffic we all know; pollution we all know and congestion around it by trucks, we all know, so of the people that said that they in favor of it, other than the fact that they didn't realize it was a million square feet. I didn't see a lot of comments about it. There were a few that said jobs, so I wondered if you could address how many jobs will be brought to the community as a result of it, since we don't even know who is going occupy it.

APPLICANT RICE – That is a great question. I don't know the number of jobs. All I can tell you is…

COMMISSIONER OWINGS – Okay, but you do allude to it in your brochure as 300.

APPLICANT RICE – That is based on the number of parking stalls that are available

COMMISSIONER OWINGS – The parking stalls respectfully don't equate to jobs.

APPLICANT RICE – True

COMMISSIONER OWINGS – Especially in the days where they stress so much carpooling

APPLICANT RICE – Right and I'll give you an example of that down in Perris at the Hanes Brand building, they have 800 to 900 jobs. We have 375 stalls associated with that building.

COMMISSIONER OWINGS – But there again, those are all estimates. You say to the Planning Staff that we are going to have 300 jobs and they tell you how many parking spots you need.

APPLICANT RICE – No, I think that is based on…

COMMISSIONER OWINGS – Well it is based on a Code

PLANNING OFFICIAL TERELL – It is based on the square footage of the building

COMMISSIONER OWINGS – Right, so it is a formula

APPLICANT RICE – Right

COMMISSIONER OWINGS – It doesn't necessarily equate to jobs

APPLICANT RICE – You could have more or you could have less

COMMISSIONER OWINGS – So what I'm asking you is you know it doesn't that that 300 number in this brochure really equates to anything except parking spaces. Is that a fair analysis?

APPLICANT RICE – I guess so, yes

COMMISSIONER OWINGS – And another thing I noticed is that a hundred and something people that said they were in favor of the project, many of them didn't say what zip code they were in and there were a lot of different streets. Was any attempt made on your part on your behalf to determine how many of the people in favor of this project were really living within proximity to the building?

APPLICANT RICE – No, we did not do that

COMMISSIONER OWINGS – So there could be people that aren't even in the same zip code responding that they are support of it. Is that an accurate statement?

APPLICANT RICE – It could be accurate. We could give you a copy of the mailing list if you'd like

COMMISSIONER OWINGS – Well I understand it, but that's a lot of time for me to get a map out and find out where all these people are. I'm just asking did you make any attempt to determine the proximity.

APPLICANT RICE – No we did not

COMMISSIONER OWINGS – So there could be people who are saying they are in favor of it that live on the other end of town.

APPLICANT RICE – Well the mailing list was pretty much directed to the east end of town.

COMMISSIONER OWINGS – Okay, but I noticed there is one in here for 95551 and it would seem that this building is in 95555, which is the largest zip code in the city.

APPLICANT RICE – Okay

COMMISSIONER OWINGS – So my point is there obviously were people who were mailed this survey… I'm not trying to be argumentative; I'm trying to figure how much weight I should give this survey.

APPLICANT RICE – What I think I'll do is I'll get you a copy of the list and…

COMMISSIONER OWINGS – No, I'm asking you to tell me now.

APPLICANT RICE – I don't have that information with me here…

COMMISSIONER OWINGS – The question is simple. Let me finish the question and then you can answer it. There is a possibility that people said they were in favor of this that do not in close proximity to the building. Is that a correct statement?

APPLICANT RICE – If you say it is, then I'll agree with you.

COMMISSIONER OWINGS – I'm asking you. You did the study.

APPLICANT RICE – We mailed it out to 20,000 people Commissioner…

COMMISSIONER OWINGS – So a fair response is would be you don't know
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APPLICANT RICE – I don't know and what I'll do…

COMMISSIONER OWINGS – I can accept I don't know

APPLICANT RICE – Okay, what I'll do is I'll go back and we'll pull those cards and we'll map those 119 people were.

COMMISSIONER OWINGS – So you mentioned Hanes… I like your example of Hanes, but that is not the tenant here, right?

APPLICANT RICE – That's correct

COMMISSIONER OWINGS – Okay, so their usage really might not relate to the potential use/potential tenant here.

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – So have you ever signed as a developer; have you ever signed a lease for the development of a large building and then gone to the City and sought entitlements?

APPLICANT RICE – No, because I don't think I could build the building without…

COMMISSIONER OWINGS – Well you sign the lease conditioned on entitlements, right? Have you ever done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – Okay, so that is not a practice among builders of large buildings?

APPLICANT RICE – No and I don't think there is really any tenants in the market that would ever sign a lease conditioned on entitlements because there is no guarantee that they are going to be able to get that building.

COMMISSIONER OWINGS – Are you familiar with Skechers?

APPLICANT RICE – Sure

COMMISSIONER OWINGS – Did they sign a lease prior to having all their entitlements?

APPLICANT RICE – I don't know
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COMMISSIONER OWINGS – I think they did. John do you know?

PLANNING OFFICIAL TERELL – Well that was what…that was said and…

COMMISSIONER OWINGS – So to the best of your knowledge Skechers signed a lease prior to having its entitlements?

PLANNING OFFICIAL TERELL – Yeah, but I will say that is very unusual

COMMISSIONER OWINGS – That's unusual, but that's what happened, right?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER OWINGS – Okay, but you have never done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – So it would make it more difficult to get somebody to sign on without entitlements?

APPLICANT RICE – It would. If you weren't able to get the entitlements they obviously would want a right to cancel the lease

COMMISSIONER OWINGS – But right; I agree with that. That would be obvious. My point is this; you know this is kind of a pig in a poke to us and it would sure… and I'd probably vote for it in a nanosecond if I knew who was going in there and the City had some way of really having a better estimate of all the impact that it could have to the City and the residents around and so you know I'm just trying to get to that point to I can vote for your project, so I'm just wondering could we or how uncomfortable you'd be to say come back to us after you've had a tenant in mind or even…

APPLICANT RICE – And then seek entitlements then…

COMMISSIONER OWINGS – Well seek the zoning change, yes

APPLICANT RICE – Um, I think it would be very difficult because there are other opportunities for those tenants to do those build to suits with a guarantee that they can get that building and there is obviously a lot involved planning wise for a user of that size to know that they are guaranteed a building there or not.

COMMISSIONER OWINGS – Would you have any objections to my earlier comments to making the building consistent to the Skechers building architecturally?

APPLICANT RICE – I think like you said, the beauty is in the eye of the beholder and I think this building is just as good or if not better than the Skechers building.

COMMISSIONER OWINGS – Well in terms of the standard of construction, would you say it is going to be the same standard of construction?

APPLICANT RICE – What is standard of construction mean?

COMMISSIONER OWINGS – Well the level of construction; excuse me; wrong term. Would it be the same level of…?

APPLICANT RICE – Yes, it will be a concrete tilt-up; extensive amount of glass. It has got a lot of that metal that you see on the Skechers building around the square windows.

COMMISSIONER OWINGS – Yeah but, okay, but it does look totally different than the Skechers building to me. Would you have an objection to a condition that would require you to make it more consistent with the Skechers building?

APPLICANT RICE – I think I would, yeah

COMMISSIONER OWINGS – Fair enough

APPLICANT RICE – Skechers is Skechers and we don't want to be like Skechers and we don't want to be like Highland Fairview. We want to have our own identity and I think it is better for the City too.

COMMISSIONER OWINGS – Well you know it seems to me that you are going to want people to move or whatever tenant comes into that particular building is going to want people to live where they work, right?

APPLICANT RICE – Yes

COMMISSIONER OWINGS – So we have to have an eye to protecting the visual impact that this building will have in the very area in which we're going to ask these people to live. Would you agree with that?

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – You know, initially when Skechers opens, it is my understanding that most of the people that will be employed there probably still live in Ontario, so it is our job as a City to seek those people to come over here and live here so that there being here means something; taxes; spending their money here; etc, etc., so it would seem to me that we don't want to have an eyesore from one end of the 60 freeway to the other of these large buildings that all look alike, so I'm hard pressed to understand while consistency in architectural design is so objectionable, but with that I'll just pass it on to the other Commissioners.

COMMISSIONER VAN NATTA – I had a little time on my hands while I was watching Dancing with the Stars the other night and I went through a couple of pages of the comments, just where you had the addresses and stuff of the people and I did mark down on a map. I used red for the people who were against it and green for the people who said yes they would like it and I know you probably can't see too much of that here and this isn't all of them by any means, but it might not surprise you to know that the closer they were to the project and the more rural or larger the properties that they lived in, the more likely they were

to say they did not want the project there and that most of the responses that said yes they liked the project were clear down along the south side of town along LaSalle, south of Iris; some of them over in the 92551 area and so it seems like those that are most impacted with the project and have the biggest objection to the traffic and everything else like that were the ones that were closer, so just kind of respond to what you were asking him about that and that does kind of give a feel there, but also I circled in purple on this from your report here when you said that you did door to door in a particular area and with one exception and that was clear down on this side of here, just going through those first couple of pages where there were yeses and no's, all the ones that were within that area that you seem to feel that were most impacted where the ones that said they didn't like the idea of the project there, but that was just to elaborate on what you were talking about where it was. I didn't really have any other questions beyond that except for your hotline and I'm looking at what you gave us on your hotline and the answers that they were allowed to give after name, phone number, email address, their options were yes, undecided and looking for work. There wasn't anything there that said no, so if they did call into the hotline and it is interesting that almost everybody that said yes, also marked the looking for work, which might have impacted their answer yes, but why wouldn't the hotline have an opportunity to say they didn't like it rather than yes or undecided.

APPLICANT RICE – I don't know the answer to that question

COMMISSIONER VAN NATTA – Okay, fair enough, thank you.

VICE CHAIR BAKER – Is there anyone else? Okay, Commissioner Crothers has a quick question?

COMMISSIONER CROTHERS – I just want to thank my fellow Commissioners for bringing up some of the issues that I also have while going over these proposed projects and I just want to thank you for being so efficient and thorough.

VICE CHAIR BAKER – Is there anyone else for questions to the Applicant?

COMMISSIONER OWINGS – You know Mr. Rice I wonder is there anything that we should have asked you that we didn't that you'd like to elaborate on or any of the people that you brought with you that could inform us of the traffic situations beyond or any of the other concerns that you would like to address tonight?

APPLICANT RICE – No I think you did a pretty good job. Nothing comes to mind that I would want to ask you right now. We have put a lot of work into this and I appreciate your consideration. I guess I could ask my team if they have got anything they'd like to contribute.

COMMISSIONER OWINGS – Certainly, with your permission Mr. Chairman

APPLICANT RICE – We'll wait until Public Comments. Okay, thank you

PLANNING OFFICIAL TERELL – Yeah Chair, at this time and I don't know if this might be an appropriate time to take a short break if you like or not before we start the Public Comments. I do know that Commissioner Crothers has to leave to go to work, so…

VICE CHAIR BAKER – That's fine, do we need a…

COMMISSIONER OWINGS – Maybe we should just soldier on

PLANNING OFFICIAL TERELL – That's up to you, but I just wanted to give Commissioner Crothers…

VICE CHAIR BAKER – She is going to work, so if want to keep moving forward, I'm with you on it okay.

PLANNING OFFICIAL TERELL – Obviously we'll have a tape of these minutes, so should a decision not be made tonight you would have an opportunity to review those and still participate.

VICE CHAIR BAKER – Oh do you want to take a break?

COMMISSIONER SALAS – No go ahead

VICE CHAIR BAKER – You're okay… We'll open the Hearing up for Public Comments on Item No. 3.

PLANNING OFFICIAL TERELL – If we can just hold off allowing Commissioner Crothers to leave and then we can start so she is not walking in front of somebody that is speaking.

VICE CHAIR BAKER – Thank you. Okay our first speaker will be Susan Zeitz; excuse me and we do have a three minute limit. Please state your name and address.

PLANNING OFFICIAL TERELL – Yeah unfortunately those are the rules that have been established, so…

SPEAKER ZEITZ – My name is Susan Zeitz and I've lived here since 1984 at 26386 Ironwood Avenue here in Moreno Valley; unfortunately on Ironwood. I'd like to address a few of the things that you guys have been talking about versus my original thing; high schools. The majority of students who go to Valley View come north from the north side come from the north west and that's where the High School needs to be. Putting a High School on site number one or two, but especially number one is like a Cinderella story. They are trying to fit the land to

the project instead of the project to the land. Additional traffic is going to be a nightmare. Two High Schools so close together with more than 3,000 hormonally challenged teenagers is not a good idea.

VICE CHAIR BAKER – Would you address the subject matter here

SPEAKER ZEITZ - I'm getting there.

VICE CHAIR BAKER – Okay you've got three minutes

SPEAKER ZEITZ – You guys covered all this stuff too. Yes you did, I heard High School and I heard all kinds of stuff; traffic; bridges; gas prices over there; the truckers are not going to stick with the freeway routes, they are going to go the shortest route. They are going to be on Ironwood. Any increase on big rig traffic north on Redlands Boulevard is going to be a nightmare for the people who live on the other side of the side hill. There is already a problem and people trying to go around these rigs on Ironwood and on Redlands Boulevard and different places are going to have more head on collisions, so traffic is already bad on Ironwood; it is already bad on Redlands Boulevard. The bridge is a nightmare on Nason trying to get to the High Schools because improvements weren't done when those projects were approved other at Target and all that.

The same thing with Skechers; narrow bridge; wide roads on either side; it is a no-brainer. It is going to be a problem. They already exceed the speed limit on all of that area over there. I don't know why the planners let them put in the buildings before they make all of the improvements. The warehouses on the northeast and southeast are ludicrous, they should be near the freeway interchanges and not on the end of the town where they are going to try to take shortcuts and they are going to impact not only the people immediately there but a lot of other people too.

The State of California requires that every City and County have an adopted General Plan to provide guidance and direction, but it doesn't say they should continuously manipulate it to suit those with monitorial resources beyond the means of most of its citizens. Some of our citizens like us moved into this area because it is largely rural. Some moved into this area because they liked the original General Plan. Everyone can understand a General Plan will change a little over time but not to the extent that our City becomes unrecognizable from the first plan. Every time someone wants a petition to change or amend the General Plan the City Council should first take into consideration the City's original General Plan and not it's most recent predecessor. We purchased our home in 1984 before the incorporation and went to the City meetings and the planning meetings and we liked the way the plan was made, but every time someone comes; every time a developer comes in and waves money in front of you and the City Council, bam, we have an amended General Plan.

Often the only people that are notified are those people within 300 feet. It is ludicrous because what happens in Moreno Valley truly affects every taxpaying citizen and the City is sneaky. I feel that any time there is a petition to change or modify the original and I do mean the first one General Plan that written notice should go out to every taxpaying citizen and not just those within the 300 feet. This buyer; these people; they bought this building for almost 3 million dollars knowing that it's not for what they want. They want to put a warehouse there but they didn't buy it... they bought it knowing it wasn't zoned for that, so they are feeling pretty certain that they are going to come in front of Moreno Valley and they are going to be able to change it. You know if they thought you'd say no, they'd still have spent that money for a piece of property that they can't build a warehouse on; I don't know. The Press Enterprise quotes Darryl Hill who is the Vice President of the Dom Commercial Real Estate services sold the property; it says obviously they wouldn't have purchased this property if Skechers hadn't happened. It is wrong to come into an area of rural homes and farmlands and build something not in keeping with the area. You should have never allowed Skechers.

Don't compound the mistake by allowing more warehouses or commercial properties to ruin the rest of the northeast and southeast end of our Valley. Keep the industry to the east of Perris Boulevard. Stipulate that before pristine land can be plowed under and covered in concrete that the unused or underused commercial areas be utilized first until there just isn't anyplace left to expand. Don't make our valley one continuous gigantic concrete city. Development should be done where it has the least amount of impact both on land and its citizens. Draw the line. Stand your ground. Once pristine land is covered in cement it is gone forever. Preserve what is left of our rural areas of our valley for future generations. I hadn't spoken up about this before because I just found out about it because I live more than 300 feet away and I'm against or any other warehouses being built on the northeast or southeast end of our valley. Thank you for giving me the time.

VICE CHAIR BAKER – You're welcome. Our next Speaker is Deanna Reeder. State your name and address for the record please.

SPEAKER READER – My name is Deanna Reeder and I live in District 3 and I appreciate Mr. Owings and Ms. Van Natta; your questions very much because we need to question the things that we do. Mr. Ramirez, I'm going through these comment cards here and you have a comment card here that you were for the West Ridge Warehouse, which means that you probably should exclude yourself from voting on this because you are not an unbiased party. You are a very biased party. You've already participated in getting it here. Mr. Baker, the last City Council meeting I was at you sat whispering in Mr. Benzeevi's ear through the meeting. I don't think you are very unbiased either. If you are going to be up there making decisions on people projects maybe you should show just a little more discretion on where you hang out and who you hang out with. You should

at least put on an air that you are unbiased about it. Now in case you didn't know Mr. Rice is on the Rancho Belago Economic Council, Board of Directors along with Benzeevi and you know some of his good old boy club and that's fine; it is his project, but you all need to be doing your jobs in representing the people of this City. I believe most of you were appointed because they expected you to vote the way Mr. Benzeevi wants you to vote. Now that might not happen and that's not a bad thing. Like I said I appreciate the questions; surprised as all whatever, but I do appreciate it. I watched… well I send out emails to people and urge them to send out emails or contact or go to meetings or what have you; you have one email that is in there by Mr. Hyatt and I know there was a lot more emails so I'm just wondering where they were at, because most of the people that I contacted that sent emails on, actually explain why.

On the Skechers project; if you read their emails, most of them were weenie jobs. Well you know what, when they built Skechers, they had what a thousand people working there and the unemployment in Moreno Valley went up the entire time. Guess what; what jobs now; didn't happen and the people that are going to work there aren't from Moreno Valley. Now by attrition, eventually some of them will be from Moreno Valley, but jobs now didn't; it is not going to happen; tax base that's not going to happen. That's a pile of crap too. We have a 14 million dollar deficit and Skechers is supposed to contribute 190 thousand dollars a year in economic benefit; so in three years that is 570 thousand dollars. How come we can't get 14 million from them because it is not going to happen? You know what when we say jobs and we say economic benefit, these are empty promises. Please do not approve a speculative building. I mean even the ones that aren't speculative aren't giving us what they said they were. It obstructs the view more than they said. It is not going to have the landscaping they promised. You try to get out of the other stuff and… Mr. Rice I approve of the things that you put in District 4 just so everybody knows where I live at. Through my backyard I look at a big blue Walgreen's building. Now Skechers was put where it was supposed to be I would be looking at it every day. I don't look at it every day because it is not where is supposed to be. Now if this building was put where it is supposed to be I would be looking at this, so you know these people that tell me this nimbi crap; that's crap because if you put it where it is supposed to be I would be looking at it from my backyard and I don't have a problem doing that because that is where it is supposed to go, so the next person that tells me nimbi, you can do whatever with it; I'm not going to say it but you get the idea, so that is not the case.

Things are planned. You need to put things where are they are planned. You need to approve them where they are planned. Mr. Benzeevi bought his approval and just like in San Bernardino, eventually I'm he is going to pay for it. In fact I'm very sure eventually he is going to pay for it. But you know what, it has been what six years since what they did in San Bernardino happened and are just now getting indicted. Things take time; but don't worry, it will happen. Please don't let him buy an approval and then start getting other warehouses where they don't belong. This warehouse does not belong there and just like I

told Mr. Benzeevi and I did. I said if you put the warehouse where it supposed to go I will support it. I did. I offered to support the Skechers if it where it was supposed to go and I am not anti-warehouses. Now if Mr. Rice will put the building where it should go, I will support it. I will not support over there and I will ask that you listen to the citizens of the City; not the 500 that Mr. Benzeevi paid to show up in buses, but the actual people that live here. Thank you.

VICE CHAIR BAKER – Thank you. The next Speaker we have is Alisha Zeitz. Please state your name for the record and your address.

SPEAKER ZEITZ – Hello my name is Alisha Zeitz and I live at 26386 Ironwood Avenue. I am the face of the youth who will need a future job. I will need to apply to College and jobs in the next year, so if this Skechers building is bringing in 1,100 jobs that are mostly technology based, how am I or any of my 3,000 plus piers going to get a job with this expertise at Skechers. I begin with this question. It has been brought to my family's attention that the City of Moreno Valley City Council per their City of Moreno Valley Deficit Elimination Plan has removed funding from our Moreno Beach Fire Station 58 at Eucalyptus Avenue and Moreno Beach Drive in the Auto Center across from Walmart. This cut eliminates 8 sworn firefighters and truck 58; our City's only paramedic truck company. Calls will be assigned to the remaining stations in the City which they expect will drop their response time to 60 percent efficiency, which can be the difference between life and death. Yet you propose adding more industry which increases the change of industrial accidents where those services will be needed the most and increase the number of big rigs coming and going in and out of our valley, which increases the unfortunate, but likely chance of negative interaction between those tens of thousands of ton trucks with our family vehicles.

The northeast and the southeast end of the valley will be affected the most because we will now be the furthest from help0. This is another good reason to keep the northeast and southeast areas of our valley rural and not allow further commercial or warehouse industry into this area. Also the City of Moreno Valley is located with the South Coast Air Basin. The basin is a physical unit that due to low wind speeds and prevailing inversion layers retains pollutants for substantial periods. This slow dispersal of pollutants results in high concentrations of primary pollutants including carbon monoxide. The basin also supports the formation of the ozone. The atmospheric haze created by the presence of these pollutants is known as smog. Adding more industry to the northeast and southeast end of the valley will further pollute our homes. Please don't change the zoning to allow more warehouses. Let's retain rural areas of our valley. Thank you.

VICE CHAIR BAKER – Thank you. As it sits here I have no more Speaker Slips for this item, so I'm going to close the Public Hearing.

PLANNING OFFICIAL TERELL – At this time I think if you could leave the Public Hearing open and call the Applicant back.

VICE CHAIR BAKER – Okay, sorry about that. We'll open the Public Hearing up and let's do that. Mr. Rice do you want to come forward and rebuttal some of those comments.

APPLICANT RICE- Yeah I think just a couple of clarifications. Susan had mentioned purchasing the property for 3 million dollars. That wasn't our particular site; the site immediately east of us between our east boundary and Redlands was sold; my understanding in reading a newspaper article less than 30 days ago and I believe the price was 2 or 3 million dollars or so. It wasn't our site and then Ms. Reeder had mentioned something about me being on the Board with Iddo; on a Rancho Belago Board, which I have no idea what she is talking about because I'm on no Board for Rancho Belago.

VICE CHAIR BAKER – Okay, thank you

APPLICANT RICE – You bet

PLANNING OFFICIAL TERELL – So are you going to close the Public Hearing?

VICE CHAIR BAKER – Yeah, I'll close that.

PLANNING OFFICIAL TERELL - I wanted to kind of have the City Attorney comment on one of the comments that was made.

DEPUTY CITY ATTORNEY BRYANT – One of the comments supposed that a Commissioner may have pre-judged the item. I just wanted to remind the Commissioners that if anybody has pre-judged an item before the finding, they might want to recuse themself from making a decision if they have pre-judged it. Perhaps more facts have come out but as long as you can keep an open mind and think you can go ahead and make a decision on the item.

COMMISSIONER OWINGS – I think it is important to note that he wrote that card before he was a member of the Planning Commission. So are we into…

VICE CHAIR BAKER – So what we do next is we are into Commissioner's Debate over the project.

COMMISSIONER OWINGS – Mr. Chairman or Mr. Commissioner could I… I'm probably going to hate myself for these comments but… I would like to first all say that I trust every person at this dais. I trust your motives and the people who are against this project or any project who use ad hominem attacks to discredit a project really are hurting themselves and I think that this City will never get to a point where it will grow in a positive way if we don't stop all of this; this non-fact

base of personal attacks. Whether or not Iddo Benzeevi is a good person or a bad person, he has certain rights in this City and they should be obeyed or they should be respected. Every person in this room has certain rights that need to be respected by Mr. Benzeevi and everybody else and we need to live by those rules, so I would really just encourage everyone and I know this is going to fall on deaf ears, but we need to stop this.

There is not a single person involved in this Planning Commission that has dishonorable motives and if they do you know it is not our place to judge them. Let their votes and their comments stand for that, so I apologize to you and I know that today I didn't receive any but I know that next week I might, so I would just hope that we could all restrain ourselves from those types of attacks and especially to you Mr. Rice and I apologize for myself. In terms of the question that is before us, you know I believe that I heard everything that was said by the people who were here speaking.

I do believe that markets change and I think that these folks bought this property with the intent to do something with it that was consistent with the current zoning and I think that the market no one could foresee 2009 and the market changed and so now they want to do something different with it and unlike the earlier situation, this is not a contractual agreement, this is a matter of property rights, so I agree that they have the right to ask for this and I happen to agree that under certain circumstances it should probably be granted, but I personally cannot vote for the project until I know who the tenant is and I especially can't vote for it when there is 40,000 square feet or 40 million square feet of potential space somewhere else or within eyeshot of the building, so until we know who is there, I feel that it is impossible to judge the exact impact to the community and therefore

I will vote no, but I will tell you this Mr. Rice, if you bring a tenant here and can bring this thing down to more manageable numbers and be more persuasive about actual jobs and impacts to the area you'd have my vote in two seconds and that is the situation that I find myself in tonight and I appreciate everybody listening.

COMMISSIONER RAMIREZ – I just want to address what was mentioned about me earlier. Again as Commissioners we take this obligation as a privilege to serve the people. We are here to provide a non-biased, but yet intelligent perspective opinion on what is presented to us. The future of our community is basically our responsibility; our State. Wherever we build today is going to be here well after we are gone; it is going to be for our kids; for our future, so having said that I am going to say clearly I am here to vote against this and the reason why is because the traffic situation on Redlands Boulevard jeopardizes the security of everyone there. I believe the future of our community if we are to develop in an economic and industrial way, we have to do it in an efficient, logistical manner. I think Theodore Boulevard is the ideal location to route traffic in and out of the City. I think we should protect our citizens, especially those that

live off of Redlands north and south of the freeway, so the concern that I have also is that I agree with Commissioner Owings is that it is hard for us to say yes; let's go ahead and vote for this when we don't have a tenant that will bring jobs. It is all speculative. You know the other projects that they have south of the City; those have tenants already. I would like to see a tenant that will come into our community that would be basically at the cutting edge of the economic industry; basically like Skechers in other words; a tenant that is willing to be here for the long haul that is committed to help this community prosper and thrive. That's all I have to say. Thank you.

COMMISSIONER VAN NATTA – I don't think that we can always expect that when somebody is building an industrial building that they are going to know who in advance who the tenant is going to be and I think that is an unrealistic expectation and usually isn't going to happen. They may have some perspective tenants but it not going to be that often that somebody does a project of this size that's build to suit like the Highland Fairview project did for the Skechers tenant, but my objection to this project has to do with fact that it was very, very clear when Highland Fairview was putting their application in for their huge building in on the east end of town that that was a major paradigm shift for a lot of people; that that was not what a lot of people saw that was going to happen on that end of town and even though it may end up being the best thing for the City it was only approved after a lot of people were convinced that it was going to be pretty much curtailed to that area from Redlands east and that it wasn't going to increase truck traffic coming through the residential area there along Redlands and that future development of this type was going to be encouraged to be other high end tenants like the Skechers project and that that was the only way that we could tolerate that kind of development on the east end of town, was if it was upscale; if it was somewhat contained and so forth. This project is lovely as a warehouse as it is, looks just the same as the other big box warehouses that are in other areas of town. I don't think it reflects the level of or the type of building that we want to see on the east end of town, but more than that it puts truck traffic onto Redlands Boulevard and for no other reason than that I would vote against this project just because of the impact that it is going to have on the residents of that area and their somewhat semi-rural even though much less rural than it used to lifestyle.

COMMISSIONER SALAS – I like the project. I like idea of the project. I agree with Barry on that we need it, but again the only thing that I don't like about this project is traffic. If Mr. Rice would come to me and tell me that they are going to improve the off-ramp and widen it when we could actually have a car and a truck going at the same time both directions, because it is going to be another Nason and the 60 freeway there. It is just going to be backed up. The cars are going to be backed up. There is going to be a stop sign there or a light or whatever is going to be there. It is going to be horrible. The traffic is going to be backed up forever. That is where everybody goes to San Timoteo to get out of town to go to

Redlands and stuff, so that's what is going to keep me from supporting this project. Thank you.

VICE CHAIR BAKER – No they leave it to me. You know this is a double-edged sword here. We need to get some community development going here and you can't do it without putting… and the problem we've got here in Moreno Valley in the proportion of roof-tops to commercial property is way out of whack and I don't know how to get it back. I mean we've got to get some commercial property in this town and no one wants it in their area. I mean you know obviously these fellows own the land and they say go to the south. Well they don't own the land in the south part of Moreno Valley or they don't own the property out there by Gilman Springs or Theodore, so I don't know. It seems like to me and this is just me talking, we're really stymieing ourselves here and I understand all the traffic problems; the smog and everything you are considering but somewhere we are going to have to bite the bullet and go forward with this. Obviously I'm probably in the minority here. I don't whether we ought to vote on this. We've got two Commissioners absent. This is a big hit here. Looks like right now it is going to fail and John you may give us some guidance on this. Do whatever you like.

PLANNING OFFICIAL TERELL – Well you have the option to continue it if you like so that the other two Commissioners could participate. You also have the ability to continue to ask the Applicant if he would like to continue it, if he would like to provide additional information that might address some of your concerns that came tonight. Based on your comments though, I can count to four and it looks there are four Commissioners that are not in favor of recommending this project and therefore that is a majority.

VICE CHAIR BAKER – Well you know and I don't know if it's proper or not and I don't know how on earth, because I've been in property rentals and stuff, how you can have a spec property and that deal with Skechers was really a strange deal where he had a tenant lined up and lease signed before he even built the building and I don't know, I'd sure like to talk or have Mr. Rice address that if that is even possible. I don't know, is that out of line to bring the Applicant back up?

PLANNING OFFICIAL TERELL – You can do that. I can give you… I'll just let you know should you choose not to recommend this project, by the Code your action is final unless appealed. The options that are available to Ridge Realty are they can choose to appeal this and send it to the City Council. It won't automatically go there.

COMMISSIONER OWINGS – No but given the current makeup of the City Council, they stand a very good chance of success and so you know if I were advising them, that's what I would advise them to do, but I'm not advising them so…

PLANNING OFFICIAL TERELL – Yes, that certainly was the circumstance of Skechers, so I wouldn't say that would happen this time but the options that are available to the Commission are to continue it if you like and I'd say continue it if you'd like more information that you think you would change your decision and if that is not the case then I would suggest you take the action tonight and Ridge Realty has the opportunity to appeal that decision should they choose to do so.

COMMISSIONER OWINGS – Well it seems like let's just do a quick poll. I know that I'm not going to be persuaded to by any new information at this point unless of course it was really earth shattering.

COMMISSIONER VAN NATTA – I can't see anything that would change unless they had some other route of getting on the freeway other than using Redlands and I don't see any way that they are going to be able to do that.

VICE CHAIR BAKER – Let me ask you this. How is this every going to get straightened out there? I mean somebody is going to move in there eventually whether you put 19 buildings in there or you put one big one in.

COMMISSIONER SALAS – That's true too

VICE CHAIR BAKER – I mean you're going to have some traffic there…

COMMISSIONER OWINGS – It is different traffic though and we don't know what it is going to be and that's point. You know if we made exceptions for every zoning change that comes before us on the basis of my God that is the only way we are going to fill that property then we may as well not have zoning laws.

COMMISSIONER VAN NATTA – There might be another use for that that is more palatable. All I know what is being proposed right now is not to me palatable and there might be a better use for the land than a single big warehouse that brings a lot of trucks in and out. Business Park… maybe there isn't a call for Business Park right now. Maybe we'll be asked to consider some other type of zoning change for something else there. That's you know; we just have to look at the project we have before us.

COMMISSIONER OWINGS – You know Mr. Chairman, just back to where we were; John and I both agree that there are probably four votes against three. You know if we wait for next meeting and put it over, they have to wait a whole month and then the vote might be 7 to 4 or 7 to 0, in which case the City Council would be more persuaded to uphold our decision. I think what is best for the Applicant at this time is to just for us to move forward with the four vote Commission. It will come out 4 – 1 and two people not here. That doesn't really give a clear indication of where we are at and City Council is going to do what they are going to do and my guess is they are going to override our recommendation.

VICE CHAIR BAKER – Let me ask you this. In the zoning deal how did you come with 50,000 square feet? That isn't even a Home Depot and I imagine a Target is more. I know it's more than 50,000.

PLANNING OFFICIAL TERELL – It was based on…

VICE CHAIR BAKER – What do you get for 50,000? Is that a Best Buy?

PLANNING OFFICIAL TERELL – Well let me clarify it. The 50,000 square foot limit is not the limit on any building, it's the limit on a warehouse industrial building and as I think has been mentioned, the type of traffic in a large warehouse is different than the traffic in a small warehouse. There is more traffic with smaller buildings. Nineteen smaller buildings would have more traffic but they would have more cars and fewer trucks. The larger the building gets the more trucks you have and fewer passenger vehicles, so the overall traffic is actually less with the larger the building but the truck traffic is higher.

COMMISSIONER SALAS – Okay, so he could come back to us and say I've decided to put 17 buildings there instead and make a Business Park there, right?

PLANNING OFFICIAL TERELL – Under the current zoning and if he did that, pretty much like the tract you had at your last meeting you more or less and I won't say you have to approve it, but your options are less because there is a right to build that size building. The current opportunity; there is not an opportunity to build this building currently without a zone change.

COMMISSIONER SALAS – Okay with that said I'm going to change my mind. I'm going to support the project.

COMMISSIONER OWINGS – So we probably need to just call the question.

PLANNING OFFICIAL TERELL – So I guess somebody needs to make a…

VICE CHAIR BAKER – Okay, let's go for the vote on this and I want to make it clear here that the way that I'm feeling about this no one has bought my vote or twisted my ear. It is just strictly the way I feel on you know on moving Moreno Valley forward. I don't know. I don't totally understand a lot of this, I really don't.

COMMISSIONER OWINGS – You know Mr. Chairman I bet Mr. Rice would agree with me, if we were to vote this project or the zoning change down, there would be a little celebration over at Iddo's headquarters tomorrow, so it is kind of interesting that the supporters of it are so anti-Skechers would really probably be helping that you know by voting it down. We're probably helping Iddo. It is his project because you know we are pushing things over that direction, so with that being said let's call the question.

VICE CHAIR BAKER – Okay let's get to the… we're going to have to have a move and a second on this. Is somebody in a position because you've got quite a bit of stuff here to read off?

PLANNING OFFICIAL TERELL – Okay and I'll kind of give you a little bit of guidance on that. If someone wants to make a recommendation to approve, read what is in the Staff Report. If someone wants to make a recommendation to not recommend; basically for denial, then just make that recommendation of a denial. We'll have to bring back a resolution to you that states; that matches your action at your next meeting; not that Ridge Realty can't appeal it in the meantime, but we'll need a resolution approved by you before we actually go to Council. But you don't need to take all those actions about every single little thing. Basically if you recommend denial of the Zone Change you are precluded from recommending approval of any of the other actions that are before you, so it is just… If I perceive what that might be, it would to deny the Zone Change.

COMMISSIONER OWINGS – Would a simple motion then to just simply say I move to **DENY** the Zone Change be appropriate.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER OWINGS – So moved

COMMISSIONER VAN NATTA – Second

VICE CHAIR BAKER – Okay to the vote; all in favor?

Opposed – 3 (Commissioner Owings, Commissioner Van Natta, Commissioner Ramirez)

Motion carries 3 – 2 – 2, (with 2 Absent – Commissioner Dozier, Commissioner Crothers)

PLANNING OFFICIAL TERELL – So with that the wrap up on that is that this action shall become final unless appealed to the City Council within 15 days.

VICE CHAIR BAKER – Thank you

Westridge Commerce Center
Final Environmental Impact Report

Prepared for:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
City Case # P08-133

Prepared by:

appliedplanning inc

April 2011

ATTACHMENT 10

Item No. E.3

FINAL ENVIRONMENTAL IMPACT REPORT

for the

Westridge Commerce Center Project

State Clearinghouse Number:
2009101008

Prepared for:

The City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
City Case No. P08-133

Prepared by:

Applied Planning, Inc.
5817 Pine Avenue, Suite A
Chino Hills, CA 91709

April 2011

Table of Contents

Section **Page**

1.0 Introduction 1-1
1.1 Overview 1-1
1.2 Content and Format 1-1
1.3 Draft EIR Commentors 1-1
1.4 Point of Contact 1-3
1.5 Project Summary 1-3

2.0 Revisions and Errata Corrections 2-1
2.1 Introduction 2-1
2.2 Text Revisions 2-1
2.3 Revisions to Graphic Illustrations 2-11

3.0 Comments and Responses 3-1
3.1 Introduction 3-1

4.0 Mitigation Monitoring Plan 4-1
4.1 Introduction 4-1
4.2 Mitigation Monitoring and Reporting 4-2

Appendix A: Attachments to Comments and Reponses
Attachment 1: Attachments to Comments Provided by Johnson and Sedlack
Attachment 2: *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions*

List of Tables

Table **Page**

1.3-1 Draft EIR Commentors 1-2
3-1 Draft EIR Commentors 3-2
4.2-1 Mitigation Monitoring Plan 4-3

Item No. E.3

1.0 Introduction

1.0 INTRODUCTION

1.1 OVERVIEW

This document, combined with the Draft Environmental Impact Report (EIR), constitutes the Final EIR for the Westridge Commerce Center Project (Project). The Draft EIR describes existing environmental conditions relevant to the proposal, evaluates the Project's potential environmental effects, and identifies mitigation measures to reduce or avoid the potentially significant impacts. The Draft EIR was circulated for public review and comment from October 21, 2010 through December 6, 2010.

1.2 CONTENT AND FORMAT

Subsequent to this introductory section, Section 2.0 of this document contains corrections and errata to the Draft EIR. Section 3.0 contains copies of each comment letter received on the Draft EIR, along with annotated responses to each comment contained within the letters. The Project Mitigation Monitoring Plan, which includes additional measures developed as a part of this Final EIR, is presented in Section 4.0.

1.3 DRAFT EIR COMMENTORS

A total of twenty-four (24) comment letters were received from various agencies and organizations. Additionally, four comment cards were received at a December 2, 2010 public meeting that was held to discuss the Project. The following Table 1.3-1 identifies the Draft EIR commentors. For reference purposes, comments are numbered and may be referred to by an acronym within the Responses to Comments (Final EIR Section 3.0). These acronyms, along with the dates of correspondence received, are also included in Table 1.3-1. Comments denoted with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not provided responses within Section 3 of this Final EIR. The Lead Agency has, however, attached these late comments and their corresponding responses to the Project staff report.

Table 1.3-1
Draft EIR Commentors

Commentor	Acronym	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

1.4 POINT OF CONTACT

The Lead Agency for this Project is the City of Moreno Valley. Any questions or comments regarding the preparation of this document, its assumptions, or its conclusions, should be referred to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

1.5 PROJECT SUMMARY

The following information is summarized from the Project Description in the Draft EIR. For additional detail in regard to Project characteristics and Project-related improvements, along with analyses of the Project's potential environmental impacts, please refer to Draft EIR Sections 3.0 and 4.0, respectively.

1.5.1 Project Location

The Project site is located southwesterly of the State Route 60/Redlands Boulevard interchange, within the easterly portion of the City of Moreno Valley. The approximately 55-acre site is bounded to the north by State Route 60 (SR-60), to the west by the Quincy Channel, to the south by Fir Avenue (future Eucalyptus Avenue), and by a vacant parcel to the east. The Project's easterly boundary parallels Redlands Boulevard, which is located approximately 700 feet to the east.

1.5.2 Project Overview

The subject of this EIR is the proposed development of the Westridge Commerce Center, which has been initiated by the Project proponent, Ridge Property Trust. Together with supporting improvements, the Project will provide for approximately 937,260 square feet of new light industrial warehouse/distribution uses.

In addition, the Project includes the development of supporting infrastructure, including roadway improvements, all necessary utilities including storm water management detention/retention basins, and paved, on-site parking areas.

1.5.3 Project Objectives

Primary objectives of the Project, as identified by the Project Applicant, are as follows:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

1.5.4 Discretionary Actions

Necessary discretionary actions, permits, and consultations allowing for implementation and operation of the Project will include, but are not limited to, the following.

1.5.4.1 Lead Agency Discretionary Actions and Permits

- **Certification of the EIR (City Case # P08-133).** The proposed development is a Project under CEQA, and may result in significant environmental impacts. Lead Agency certification of the Project EIR is required;

- **A zone change from Business Park to Light Industrial (City Case # PA08-0098).** The proposed zone change will allow for construction and operation of the Project's distribution warehouse uses as configured;

- **Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts],** to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property to ensure the protection of the health, safety and welfare of future residents;

- **Parcel Map Approval (City Case # PA09-0022)** to consolidate and reconfigure existing parcels defining the Project site, and to provide necessary easements and dedications;

- **Development Plan Review (City Case # PA08-0097)** pursuant to City of Moreno Valley Municipal Code Section 9.02.030 [Development Review Process], et al.;

- **Construction, grading, and encroachment permits** allowing implementation of the Project facilities within City of Moreno Valley jurisdictional areas; and

- **Vacation and/or dedication of public rights-of-way and easements** as elements of the proposed parcel map, or independent of the map. Rights-of-way and easements will provide public access, and ensure appropriate alignment of and access to infrastructure and utilities.

1.5.4.2 Responsible and Trustee Agency Discretionary Actions, Permits, and Consultation

- **Permitting and Consultation through the California Department of Fish and Game (CDFG)**, to include:

  - **Lake and Streambed Alteration Agreement (LSA)** addressing potential CDFG jurisdictional area impacts resulting from the Project; and
  - **Consultation** regarding the possible relocation of resident burrowing owls (if burrowing owls are determined to be present on the subject site during required pre-construction surveys).

- **CWA Section 404 and Army Corps of Engineers (ACOE) permitting** will be required for Project activities affecting off-site ACOE jurisdictional areas. CWA Section 404 permitting may also be required should the Project riparian habitat mitigation plan involve or require use of off-site federal jurisdictional areas;

- **Permitting required by/through CWA Section 401 and Santa Ana Regional Water Quality Control Board (SARWQCB)** pursuant to requirements of the National Pollutant Discharge Elimination System (NPDES) Permit;

- **Permitting required by/through the South Coast Air Quality Management District (SCAQMD)** for certain equipment to be temporarily employed within the Project during construction, and/or permanently installed and used over the life of the Project; and

- **Permitting by/through the California Department of Transportation (Caltrans**) for improvements within or that may affect Caltrans rights-of-way.

1.5.4.3 City Development Applications

In support of requested discretionary approvals and permits noted above, development applications submitted by the Project Applicant include:

- **Plot Plan** for a 937,260 square foot warehouse distribution facility;

- **Zone Change** from Business Park to Light Industrial;

- **Tentative Parcel Map** No. 36207 to combine the Project's five parcels into a single parcel; and

- **Application to Amend the City Municipal Code.** The Project Applicant is requesting a Municipal Code text Amendment to Section 9.05.020 B. The requested Amendment would provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

2.0 Revisions and Errata Corrections

2.0 REVISIONS AND ERRATA CORRECTIONS

2.1 INTRODUCTION

Based on the comments received on the Draft EIR (which are provided in full in Section 3.0 of this Final EIR), this Section presents revisions to the text and graphic illustrations of the Draft EIR. For text corrections, additional text is identified by **bold underlined text**, while deletions are indicated by ~~strikeout font~~. All text revisions affecting mitigation measures have been incorporated into the Mitigation Monitoring Plan presented in Section 4.0 of this Final EIR. It should be noted that the revisions and corrections provided here expand and clarify analyses previously provided, and do not constitute substantive new information. Conclusions of the Draft EIR are not affected by these revisions.

2.2 TEXT REVISIONS

2.2.1 Text Revisions to Draft EIR Section 3.0, Project Description

Consistent with the comments provided by Thomas Thornsley, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include notation of screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. **Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls** . . .

2.2.2 Text Revisions to Draft EIR Section 4.3, Air Quality

A typographical error appearing in the first paragraph of Draft EIR Page 4.3-68 is corrected as follows, providing consistency with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

Additionally, in response to correspondence from the South Coast Air Quality Management District and others, the Draft EIR's Air Quality Mitigation Measures are revised as follows.

> *4.3.1* ***Consistent with URBEMIS modeling inputs and to effect*** ~~***The following measures shall be incorporated as***~~ *implementation of* ***SCAQMD*** *Rule 403****, the following measures shall be incorporated****:*

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.*
- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***
- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***
- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.***

~~*4.3.4 Construction contractors shall use only lowpolluting paints and coatings as defined in SCAQMD Rule 1113.*~~

4.3.5~~4~~ Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

4.3.~~6~~5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

4.3.~~7~~6 During Project construction, existing electrical power sources (e.g., power poles) shall be ~~provided for~~ **utilized to** power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.

4.3.~~8~~7 The Applicant shall use ~~Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications~~ **"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be** consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.

4.3.~~9~~8 Grading plans, construction specifications and bid documents shall **also** include ~~notation that off-road construction equipment shall utilize biodiesel fuel (a minimum of B20), except for equipment where the use of biodiesel fuel would void the equipment warranty.~~ **the following notations:**

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**

- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*
- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*

- ***All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.***

4.3.9 ***Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.***

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide* ***secure, weather-protected*** *on-site bicycle storage/parking.~~ Bicycle storage parking/quantity and location shall be~~ consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***
  - ***Use of fleet vehicles conforming to 2010 air quality standards or better.***
  - ***Installation of catalytic converters on gasoline-powered equipment.***
  - ***Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;***
  - ***Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;***
  - ***Provision of preferential parking for EV and CNG vehicles;***
  - ***Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;***

- ***Use of electric (instead of diesel or gasoline-powered) yard trucks; and***
- ***Use of SmartWay 1.25 rated trucks.***

2.2.3 Text Revisions to Draft EIR Section 4.5, Water Supply

In response to correspondence from the Eastern Municipal Water District, Mitigation Measure 4.5.3 is revised as follows:

> *4.5.3 The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project****, to be constructed by the Applicant****.*

2.2.4 Text Revisions to Draft EIR Section 4.7, Cultural Resources

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

> *4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/****or*** *record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays****, consistent with the requirements of California Public Resources Code Section 21083.2****. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring.* ***Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, a****All recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and/or record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*

- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

2.2.5 Text Revisions to Draft EIR Section 4.8, Biological Resources

In response to correspondence from the California Department of Fish and Game, Mitigation Measure 4.8.5 is revised as follows:

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan****; and***

- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

2.3 REVISIONS TO GRAPHIC ILLUSTRATIONS

In response to comments received from Gerald M. Budlong, a City of Moreno Valley Environmental and Historical Preservation Board member, several geologic maps, which were used as points of reference in the preparation of the Project Geotechnical Investigation, are incorporated on the following pages as "Plates 1 through 4."

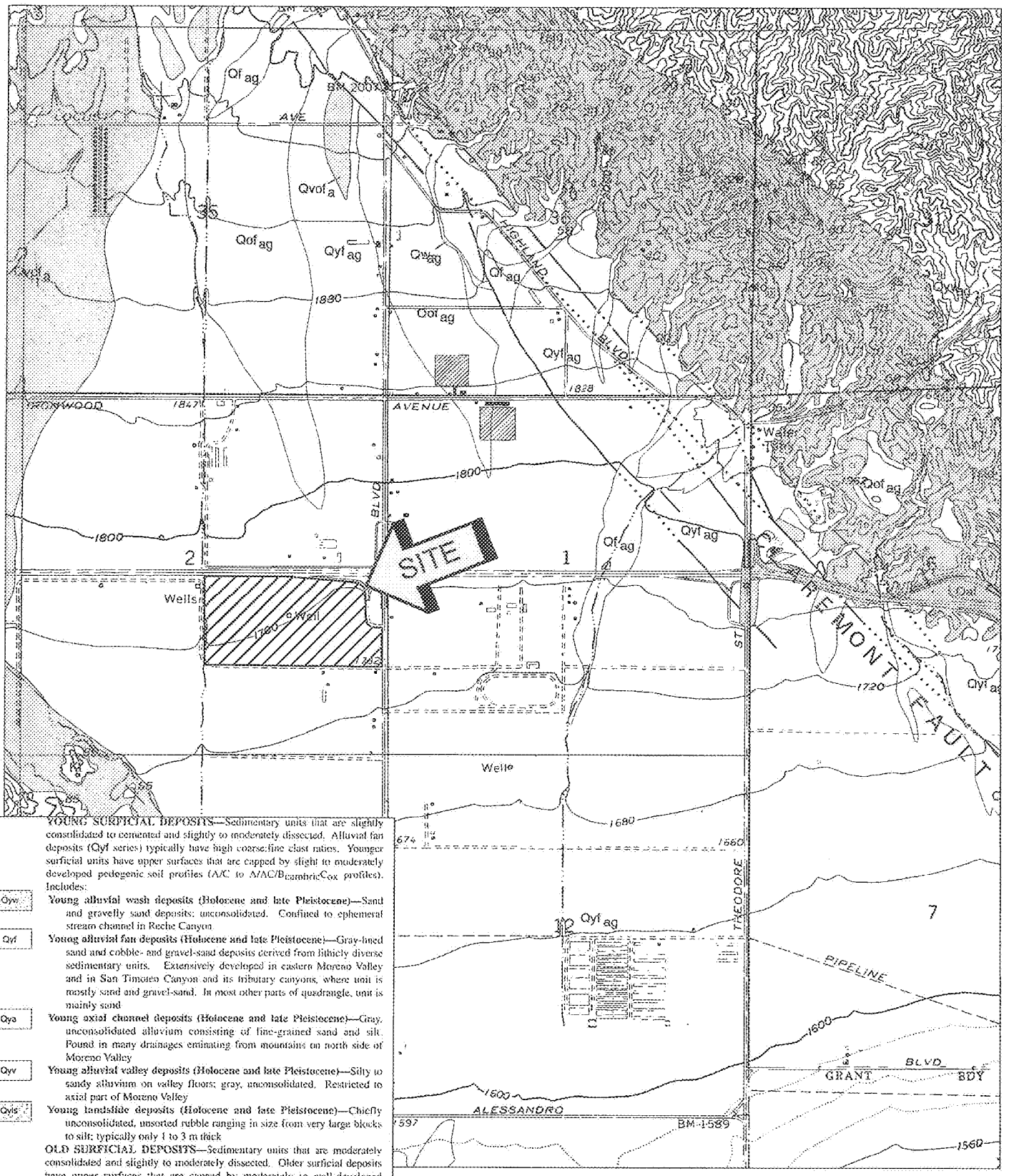

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to A/AC/$B_{cambric}C_{ox}$ profiles). Includes:

Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.

Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.

Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.

Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.

Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils (A/AB/B/C_{ox} profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00113152

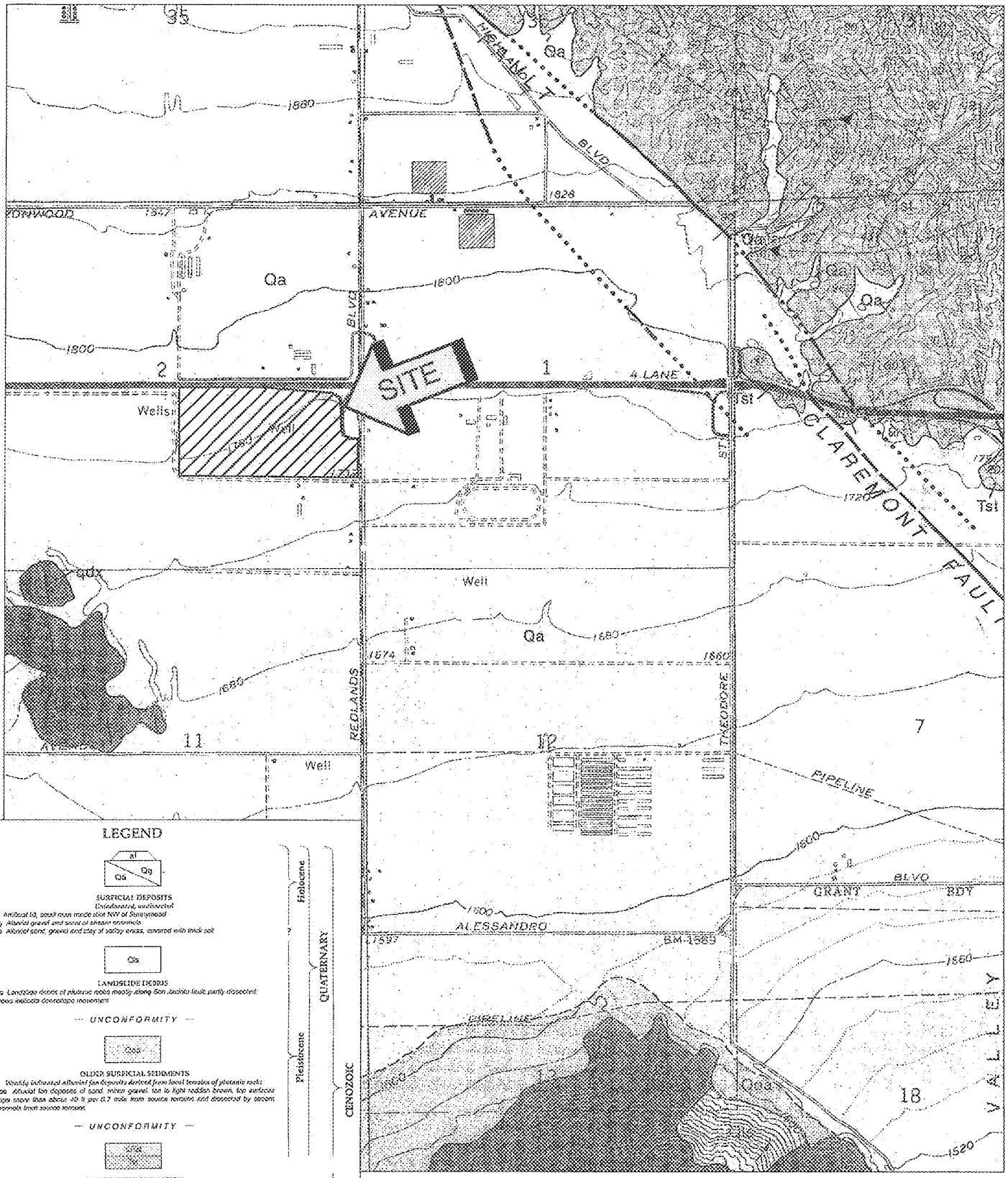

LEGEND

af / Qa / Qg

SURFICIAL DEPOSITS

Unconsolidated, undissected

af Artificial fill, small man made site NW of Sunnymead

Qg Alluvial gravel and sand of stream channels

Qa Alluvial sand, gravel and clay of valley areas, covered with thick soil

Qls

LANDSLIDE DEBRIS

Qls Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement

— UNCONFORMITY —

Qoa

OLDER SURFICIAL SEDIMENTS

Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:

Qoa Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, top surfaces slope more than about 40 ft per 0.7 mile from source terraces and dissected by stream channels from source terraces

— UNCONFORMITY —

Tsn

SAN TIMOTEO FORMATION

(San Timoteo Hills of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1954), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); main part referred to late of Pliocene age (Morton and Matti, 2001)

Qtst Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone; unconformably (?) overlain by Qoa in this quadrangle

Tst Main part (pebble part of Morton and Matti, 2001), lithologically similar to upper part; within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle

Qa, Qg, af	Holocene	QUATERNARY
Qoa, Qtst	Pleistocene	QUATERNARY
Tst	Pliocene	TERTIARY

CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'

DRAWN: DRK
CHKD: JAS

SCG PROJECT
06G285-2

PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00113153

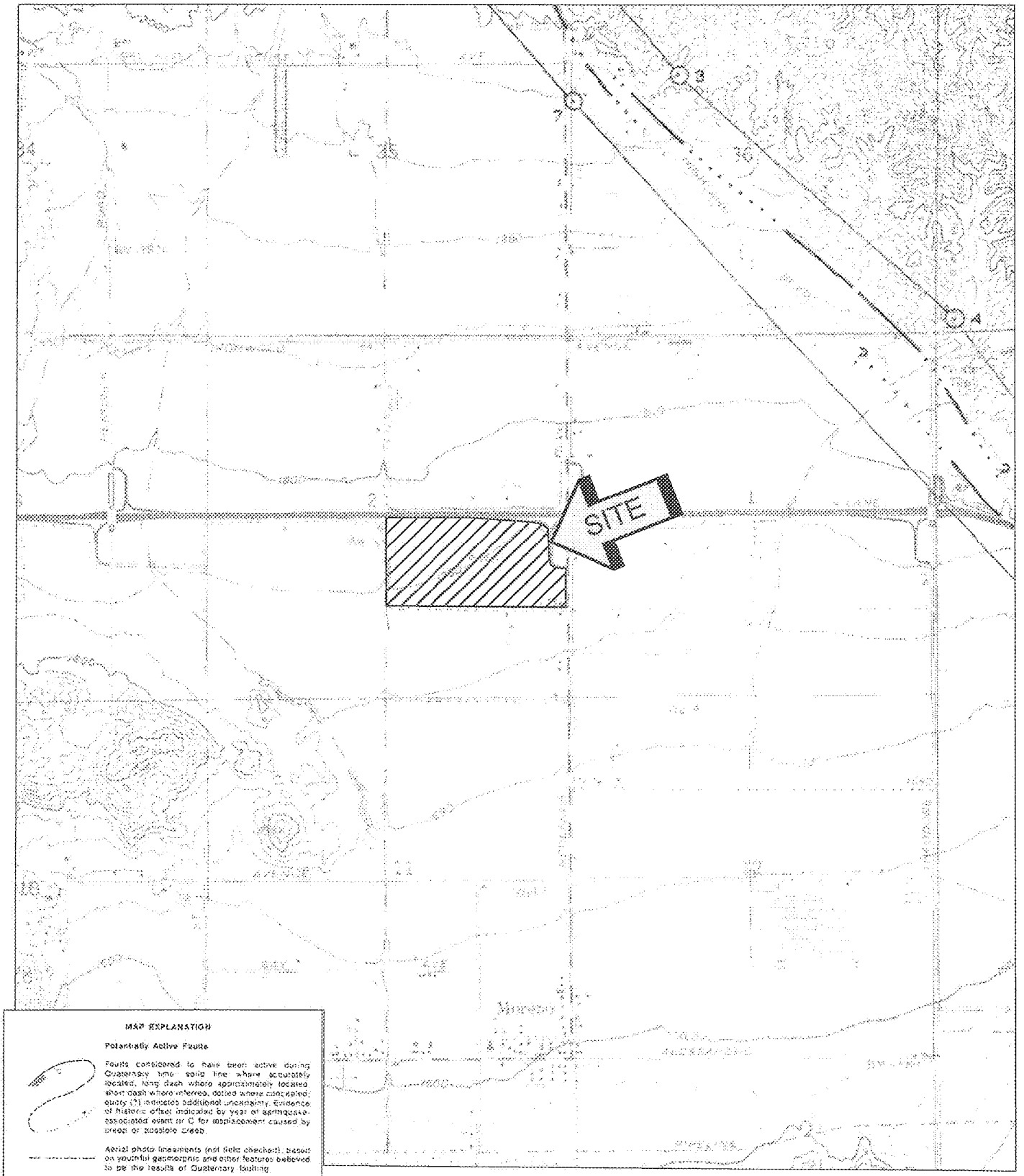

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'	
DRAWN: DRK CHKD: JAS	
SCG PROJECT 09G285-2	
PLATE 3	

SOUTHERN CALIFORNIA GEOTECHNICAL

FAULT ZONES
03/15/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00113155

3.0 Comments and Responses

3.0 COMMENTS AND RESPONSES

3.1 INTRODUCTION

The City of Moreno Valley's Responses to Comments on its Draft EIR for the Westridge Commerce Center are presented herein as required by California Code of Regulations, title 14 (hereinafter, "State *CEQA Guidelines*") Sections 15089, 15132, and 15088. Specifically, *CEQA Guidelines* Section 15088, subd. (a) requires that: "[t]he lead agency . . . evaluate comments on environmental issues received from persons who reviewed the draft EIR and . . . prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments." The 45-day comment period on the Draft EIR commenced on October 21, 2010 and concluded December 6, 2010.

Additionally, and as required by Section 15088, the City of Moreno Valley will provide written responses to all comments on the Draft EIR received from public agencies during the 45-day public review period at least 10 days prior to the proposed certification of the Program EIR.

In summary, the City's written responses describe the disposition of significant environmental issues raised and any revisions to the Draft EIR made as a result of the comments. Additionally, the City's written responses provide a good faith, reasoned analysis of all environmental issues raised and cite to specific factual and legal support for the Draft EIR's conclusions.

3.1.1 Comments Received

The following section presents a list of the comment letters received during the Draft EIR public review period. Comment letters have been organized by State agencies, County and regional agencies, and comments received from local organizations and individuals. Each letter has been assigned an identifying designation (generally an acronym or name abbreviation), and topical items within each letter have been numbered. Table 3-1 lists all commentor letters received by the City in regard to the Draft EIR, and the designation assigned to each. Comments with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not included with the provided responses herein. The Lead Agency has, however, included these late comments and their corresponding responses in the Project staff report.

Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10

Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack, on behalf of Residents for a Liveable Moreno Valley, and Moreno Valley Group of Sierra Club.	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

The comment letters and the corresponding numbered responses are presented on the following pages.

STATE OF CALIFORNIA

Governor's Office of Planning and Research

State Clearinghouse and Planning Unit

Arnold Schwarzenegger
Governor

Cathleen Cox
Acting Director

December 7, 2010

RECEIVED
DEC 13 2010
CITY OF MORENO VALLEY

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Subject: PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
SCH#: 2009101008

Dear Jeff Bradshaw:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. The review period closed on December 6, 2010, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office. SCH-1

Sincerely,

Scott Morgan
Director, State Clearinghouse

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Document Details Report
State Clearinghouse Data Base

SCH# 2009101008
Project Title PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
Lead Agency Moreno Valley, City of

Type EIR Draft EIR

Description The West Ridge Commerce Center project proposes a 937,260 square foot industrial warehouse building on approximately 55 acres located on the south side of State Route 60, on the north side of Eucalyptus Avenue and ~650 feet west of Redlands Boulevard. The proposed warehouse use requires a change of zone from the Business Park land use district to the Light Industrial land use district. The project also requires approval of Tentative Parcel Map No. 36207 to combine the project parcels into a single parcel and a Municipal Code Amendment to establish a minimum buffering distance between warehouse distribution activities in the LI zone and adjacent residential zones. THe Quincy Channel, which is a segment of the City's Master Plan of Drainage, runs along the west site boundary and the project will be responsible for some channel improvements.

Lead Agency Contact

Name Jeff Bradshaw
Agency City of Moreno Valley
Phone (951) 413-3224 **Fax**
email
Address 14177 Frederick Street
City Moreno Valley **State** CA **Zip** 92553

Project Location

County Riverside
City Moreno Valley
Region
Lat / Long 33° 56' 7.7" N / 117° 09' 34.5" W
Cross Streets Fir/Eucalyptus Avenue, Redlands Boulevard
Parcel No. 488-330-003 to 006 & 026
Township 3S **Range** 3W **Section** 2 **Base** SBB&M

Proximity to:

Highways SR 60
Airports No
Railways No
Waterways No
Schools No
Land Use GPD: Business Park
Z: Business Park

Project Issues Aesthetic/Visual; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Landuse; Noise; Public Services; Soil Erosion/Compaction/Grading; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian

Reviewing Agencies Resources Agency; Department of Conservation; Department of Fish and Game, Region 6; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 8; Air Resources Board, Major Industrial Projects; Regional Water Quality Control Board, Region 8; Native American Heritage Commission

Date Received 10/21/2010 **Start of Review** 10/21/2010 **End of Review** 12/06/2010

Note: Blanks in data fields result from insufficient information provided by lead age

Item No. E.3

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH
STATE CLEARINGHOUSE
SCH No. 2009101008

Response SCH-1

State Clearinghouse receipt of the Westridge Commerce Center Draft EIR is acknowledged, as is distribution of the Draft EIR to the listed State Agencies. The State-assigned Clearinghouse reference number (SCH No. 2009101008) and dates of the public review period for the Draft EIR (October 21, 2010 through December 6, 2010) are also acknowledged.

California Natural Resources Agency
DEPARTMENT OF FISH AND GAME
http://www.dfg.ca.gov
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-200
Ontario, CA 91764
(909) 484-0167

ARNOLD SCHWARZENEGGER, Governor
JOHN McCAMMAN, Director

December 3, 2010

RECEIVED
DEC - 7 2010
CITY OF MORENO VALLEY

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Re: Draft Environmental Impact Report for Westridge Commerce Center
SCH No. 2009101008

Dear Mr. Bradshaw:

The Department of Fish and Game (Department) appreciates this opportunity to comment on the Draft Environmental Impact Report (DEIR) for the Westridge Commerce Center. The Department is responding as a Trustee Agency for fish and wildlife resources [Fish and Game Code sections 711.7 and 1802 and the California Environmental Quality Act Guidelines (CEQA) section 15386] and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines section 15381), such as a Lake and Streambed Alteration Agreement (Section 1600 *et seq.*) or a California Endangered Species Incidental Take Permit (Fish and Game Code Sections 2080 and 2080.1). CDFG-1

For this project the Department will be acting as a Trustee and Responsible Agency. As per Section 15096 of the California Environmental Quality Act statute, as a Responsible Agency the Department is obligated to focus its comments on any shortcomings in the CEQA document, the appropriateness of the CEQA document utilized, and additional alternatives or mitigation measures which the CEQA document should include.

The site is located in the City of Moreno Valley, County of Riverside and is bounded on the north by SR-60 and Spruce Avenue, on the south by Eucalyptus Avenue, on the east by vacant land and Redlands Boulevard, and on the west by the Quincy Channel and agricultural land. Surrounding development consists of vacant and agricultural land. CDFG-2

The proposed project consists of a 937,260 square foot industrial warehouse building on 55 acres. The Quincy Channel runs along the western boundary and will require improvements.

MSHCP

The project is located within the boundary of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and is subject to the provisions and policies of that plan. The MSHCP is a Natural Communities Conservation Plan that provides coverage for 146 species and up to 510,000 acres. Participants in the MSHCP are issued take authorization for covered species and do not require Federal or State Endangered Species Act Permits. The City of Moreno Valley is an MSHCP participant. CDFG-3

The project is not within Cell Criteria Areas and does not require additional surveys and narrow endemic surveys, however, burrowing owl surveys are required. Initial surveys showed that burrowing owl was not present. CDFG-3 cont'd.

Recommendations

Per section 15096 of the CEQA statute, as a Responsible Agency the Department is obligated to focus its comments on any inadequacies of the CEQA document and additional alternatives or mitigation measures which should be included in the CEQA document. As a Responsible Agency the Department will be obligated to consult the final CEQA document to prepare a Lake and Streambed Alteration Agreement or a California Endangered Species Incidental Take Permit. If the final CEQA document fails to identify and adequately mitigate all of the impacts of the proposed project and any alternatives, the project proponents will be required to reinitiate the CEQA process at their expense, or fund another CEQA process under the direction of the Department to identify and adequately mitigate all impacts associated with any Department discretionary actions.

The Department recommends that the Lead Agency clarify the issues raised below and provide a response to these comments in the Final Environmental Impact Report (FEIR) or subsequent CEQA document. CDFG-4

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant revegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

Biological Resources

A biological assessment was conducted in October, 2008. Biological Resources Assessments for the project site include the following: Burrowing Owl surveys in July, 2009, an off-site biological assessment in May, 2010 and a wetland jurisdictional delineation in February, 2010.

Biological habitat communities on the site include mulefat riparian, ruderal and agricultural. The site is highly disturbed and was formerly utilized for agricultural purposes. No focused biological surveys were required. Two southern black walnut trees were found on site. CDFG-5

Impacts and Mitigation

Section 14(a) of Appendix G of the CEQA Guidelines provides an outline for significant biological impacts. Section (a) asks whether the project will have a substantial adverse effect "...either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species...". CDFG-6

Section (b) asks, in part, whether the project will have a substantial adverse effect on any riparian habitat or other sensitive natural community identified by the California Department of Fish and Game.

Impacts to terrestrial biological resources are minimal. Mitigation for these impacts is provided for by participation in the MSHCP. The project is also located within the fee area for the Stephens Kangaroo Rat Habitat Conservation Plan. No burrowing owl were found on the site. CDFG-6 cont'd

Streambed Alteration Agreements and CEQA

The site is located adjacent to the Quincy Channel. Potential receiving waters from Quincy Channel are the Heacock Channel, Perris Valley Storm Drain and the San Jacinto River. The project site is not within the 100-year floodplain. The Channel is 1,295 linear feet with 2.4 acres of riparian habitat. Sheet flow from the site drains to the east to the jurisdictional channel along the west side of Redlands Boulevard. Both channels collect runoff from SR-60 and north of SR-60. The applicant is proposing to construct a scour wall adjacent to this channel. Along with the scour wall will be a maintenance road and a 50-150 foot buffer between the development and the Channel. The stream is an eroded earthen channel that collects runoff from three five foot wide culverts under SR-60. CDFG-7

Impacts to Quincy Channel will be from a channel crossing, not the scour wall. Impacts will also occur to an off-site channel. Permanent impacts are .003 acres to the Quincy Channel and 0.08 acres to the channel to the east (off-site). The applicant is proposing to mitigate impacts to jurisdictional State waters and riparian habitat by replacing riparian habitat at a 1:1 ratio, success criteria, and a three year maintenance and monitoring plan. CDFG-8

If the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance, mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement. In order to avoid delays or repetition of the CEQA process, potential impacts to a stream or lake, as well as avoidance and mitigation measures need to be discussed within this CEQA document. CDFG-9

The Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:1 replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors. CDFG-10

We recommend submitting a notification early on, since modification of the proposed project may be required to avoid or reduce impacts to fish and wildlife resources. To obtain a Streambed Alteration Agreement notification package, please call (562) 430-7924.

The following information will be required for the processing of a Streambed Alteration Agreement and the Department recommends incorporating this information to avoid subsequent CEQA documentation and project delays:

1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
2) Discussion of avoidance measures to reduce project impacts; and,
3) Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

CDFG-11

Section 15370 of the CEQA guidelines includes a definition of mitigation. It states that mitigation includes:

1) Avoiding the impact altogether by not taking a certain action or parts of an action,
2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation,
3) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment,
4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action,
5) Compensating for the impact by replacing or providing substitute resources or environments.

CDFG-12

In the absence of specific mitigation measures in the CEQA documents, the Department believes that it cannot fulfill its obligations as a Trustee and Responsible Agency for fish and wildlife resources. Permit negotiations conducted after and outside of the CEQA process deprive the public of its rights to know what project impacts are and how they are being mitigated in violation of CEQA Section 15002. Also, because mitigation to offset the impacts was not identified in the CEQA document, the Department does not believe that the Lead Agency can make the determination that impacts to jurisdictional drainages and/or riparian habitat are "less than significant" without knowing what the specific impacts and mitigation measures are that will reduce those impacts.

Thank you for this opportunity to comment. Please contact Robin Maloney-Rames at (909) 980-3818, if you have any questions regarding this letter.

Sincerely,

Jeff Brandt
Senior Environmental Scientist

cc: Michael Flores

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

Letter Dated December 3, 2010

Response CDFG-1

The commentor notes CDFG's status as a responding Trustee Agency for California's fish and wildlife resources, and as a Responsible Agency for CDFG discretionary actions and permits. For the Project under consideration, the commentor notes that CDFG provides comments as both a Trustee and Responsible Agency. The commentor notes further that, pursuant to *CEQA Guidelines* Section 15096, comments provided by Responsible Agencies should focus on shortcomings on an EIR, and on additional alternatives or mitigation to be included in the EIR.

Trustee and Responsible Agency status of CDFG is recognized. The *CEQA Guidelines* Section 15096 directions for comments on EIRs to be provided by Responsible Agencies are acknowledged. It is noted further the *CEQA Guidelines* Section 15096 requires that Responsible Agencies limit their comments to ". . . those project activities which are in the agency's area of expertise or which are required to be carried out or approved by the agency or which will be subject to the exercise of powers by the agency."

Response CDFG-2

The Project location and scope as summarized by the commentor is materially correct. Please refer also to the detailed Project Description presented in Draft EIR Section 3.0.

Response CDFG-3

The commentor notes location of the Project within the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP).Attributes of the MSHCP and species "take" authorization for MSCHP participants are noted by the commentor. The commentor identifies the City of Moreno Valley as a participant in the MSHCP. The

commentor states further that the Project does not lie within [MSHCP] Cell Criteria Areas, and does not require surveys other than for burrowing owls. The commentor notes that initial [Draft EIR] surveys conducted for the Project indicate that owls are not present on the subject site.

Provisions of the MSHCP are noted, as is the City's status as an MSHCP participant. Species survey requirements for the Project, as stated by the commentor, are consistent with surveys conducted in conjunction with preparation of the Draft EIR. Results of the Project Burrowing Owl Survey (Survey) are summarized in Draft EIR Section 4.8, "Biological Resources," and the Survey is provided at Draft EIR Appendix G.As noted by the commentor, the initial Survey results indicate that burrowing owls are not present on the Project site. The Survey notes that "[n]o burrowing owls or their sign were detected during the surveys and there was no evidence that any burrowing owls occur onsite. In addition, this species has not been recorded from the project area in the past." [Survey, Page 6.] Further, the Draft EIR notes that "[t]he Project area does provide suitable burrowing owl foraging habitat; however, no burrowing owls or their sign were detected during the Project burrowing owl survey." (Draft EIR, Page 4.8-8.)

<u>Response CDFG-4</u>

The commentor reiterates *CEQA Guidelines* Section 15096 provisions and requirements. The commentor notes that CDFG will consult the EIR for the purposes of preparing a Lake and Streambed Alteration Agreement and/or issuance of an Incidental Take Permit. The commentor lists three (3) issues to be clarified in the Final EIR:

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

The following responses are provided to the issues/requirements cited by the commentor.

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters. Draft EIR Mitigation Measure 4.8.4 requires that a lake and streambed alteration agreement (Section 1600 permit) or waiver be obtained prior to the issuance of any grading permit and that written verification of the permit or waiver be provided to the Lead Agency (Community Development Department-Planning Division and the Public Works Department-Land Development Division).In support of the Permit, the Draft EIR identifies estimated impacts at CDFG jurisdictional areas and habitat, and identifies responding mitigation. This information will be included in subsequent Section 1600 Permit documentation for the Project. Relevant EIR text is excerpted below:

> [T]he channel is jurisdictional under the U.S. Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Under a maximum potential impact scenario, construction of off-site improvements could result in permanent disturbance and alteration of approximately 0.08 acres (710 lineal feet of 5-foot wide channel, or a total of 3,550 square feet) of un-vegetated riparian habitat. Consultation and permits from these agencies will be required prior to any disturbance of this channel (Draft EIR, Page 4.8-10).

As summarized in Draft EIR Section 4.8 and presented in detail in the Project Jurisdictional Delineation, construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat

riparian habitat/CDFG jurisdictional areas. This is a potentially significant impact, as acknowledged on Draft EIR Page 4.8-23.

The following mitigation measures addressing potential impacts to jurisdictional/ habitat areas were incorporated in the Draft EIR, and will be reflected in subsequent Section 1600 Permit documentation.

4.8.1 *Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*

4.8.2 *Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*

4.8.3 *Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be*

planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 *Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.*

4.8.5 *Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:*

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, and regular maintenance and monitoring activities to ensure the success of the mitigation plan*

(Draft EIR Pages 4.8-23 through 4.8-24).

The commentor incorrectly states subsequently (please refer to Comment CDFG-8) that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." Potential impacts from a future crossing of the Quincy Channel at Fir (future Eucalyptus) Avenue are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project. As noted in Footnote 2 on Draft EIR Page 4.8-19, repeated here for ease of reference:

> The EIR Jurisdictional Delineation also acknowledges jurisdictional impacts and associated mitigation and permitting requirements associated with the future bridge crossing of Fir (Eucalyptus) Avenue at the Quincy Channel, located southwesterly adjacent to the Project site. This bridge crossing, to be implemented by the City or others at a future date as a part of areawide circulation system improvements, will permanently impact an estimated 0.47 acres of CDFG jurisdictional areas, with temporary impacts to an additional 0.06 acres of CDFG jurisdictional area. Affected CDFG jurisdictional areas encompass ACOE and RWQCB jurisdictional areas. These are not Project-related impacts, but are however considered in this EIR and CEQA within the context of cumulative impacts. Please refer also to EIR Section 5.1.1.8, Cumulative Biological Resources impacts (Draft EIR Page 4.8-19).

2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan. The last bullet point at Mitigation Measure 4.8.5 is amended as follows to include native plant re-vegetation for areas temporarily disturbed by construction.

- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department. As noted above at Mitigation Measure 4.8.5 (as amended):

> *[The Project] HMMP shall, at a minimum, meet the following requirements:*
> - *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
> - *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
> - *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal**, native plant re-vegetation for areas temporarily disturbed by construction,** and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

While the Draft EIR presents a reasoned best estimate of impacts and proposed responsive mitigation based on Project design concepts, details such as monitoring and maintenance of mitigation for impacts to jurisdictional areas and affected habitat are more effectively developed based on final Project designs including detailed grading plans, utility plans design and final building designs. As matter of clarification, the following bullet point is added to Mitigation Measure 4.8.5:

- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

With these revisions, Mitigation Measure 4.8.5 in total will be worded as presented below. These revisions will be reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

Response CDFG-5

The commentor notes biological resources surveys conducted for the Project, and comments further that no focused surveys were required. Surveys and survey results noted by the commentor are materially correct. No further response is required.

Response CDFG-6

The commentor cites *CEQA Guidelines* Appendix G suggested threshold considerations addressing habitat modifications and potential impacts to candidate, sensitive or special status species, riparian habitat, or other sensitive natural communities. The commentor notes that [Project] impacts to terrestrial biological resources are minimal, and that mitigation for these impacts is provided for through participation in the encompassing MSHCP. The Project also lies within the fee area for the Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan. Potential impacts to SKR are addressed though fee payments consistent with provisions of the SKR Habitat Conservation Plan. The above statements provided by the commentor are materially correct. No further response is required.

Response CDFG-7

The commentor summarizes physical characteristics of the Quincy Channel (Channel), located westerly of the Project site. The commentor notes that the Project Applicant proposes to construct a scour wall adjacent to the Channel. A maintenance road will be constructed on the easterly (developed side) of the wall and an approximate 50-150 foot buffer area will be provided between the wall and the developed warehouse areas.

The commentor's summary descriptions of the Channel and Applicant-initiated improvements are materially correct. No further response is required.

Response CDFG-8

The commentor incorrectly states that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." As noted in the preceding Response CDFG-4, potential impacts from a future crossing of the Quincy Channel at Fir (Future Eucalyptus) are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project.

As noted by the commentor, the Draft EIR acknowledges that the Project will result in or cause approximately 0.003 acres of *temporary* [emphasis added] impact to CDFG jurisdictional area along the Quincy Channel due to construction of the scour wall. Impacts arising from eventual future crossing of the Channel are not Project-specific and no mitigation is proposed by the Project. Potential cumulative impacts of the crossing are discussed at Draft EIR Section 5.1.1.8:

> . . .[I]t is noted that the ultimate design of Fir (future Eucalyptus) Avenue includes the construction of a crossing to span Quincy Channel. This future channel crossing is not considered a component of the proposed [P]roject and is contingent on vicinity development, which may occur in the next several years. The future construction of a channel crossing could result in permanent and temporary impacts on [the] Quincy Channel. These potential impacts are identified within Section 5.2.2 of the Jurisdictional Delineation Report in Draft EIR Appendix G. Because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in this EIR. It is further noted, however, that the ultimate extension of Eucalyptus Avenue, including the construction of a Quincy Channel crossing, is included in the City's General Plan Circulation Element, and as such, has been considered as a part of the City's General Plan EIR. Cumulative Project impacts are not affected by the extension of Fir (future Eucalyptus) Avenue or the construction of a Quincy Channel crossing (Draft EIR Pages 5-22 through 5-23).

<u>Response CDFG-9</u>

The commentor states that"[i]f the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance,

mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement."

The commentor's statement/concern is recognized; however, such concerns are not germane to the Project or to the Draft EIR. Potential Project-related impacts to lakes, streams, and associated resources are fully disclosed and discussed in the Draft EIR and supporting technical studies presented in Draft EIR Appendix G. A summary of impacts and proposed mitigation is provided in preceding responses CDFG-1 through CDFG-8. Please refer also to the detailed discussions presented in Draft EIR Section 4.8, "Biological Resources," and supporting technical studies provided in Draft EIR Appendix G, "Biological Resource Assessments." Moreover, all areas of potential jurisdictional impacts are avoided to the extent possible and mitigated where complete avoidance is infeasible. The discussion provided as part of Draft EIR Mitigation Measures 4.8.1 through 4.8.3, as excerpted below, requires and promotes avoidance. The complete text of these mitigation measures is provided in the preceding Response CDFG-4.

> *. . . Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel . . . a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*
>
> *. . .Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained*

throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

. . . [N]o invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel (Draft EIR Page23).

Response CDFG-10

The commentor states that "[t]he Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:l replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors."

The Project does not propose elimination of drainages, lakes and their associated habitats. Mitigation is proposed for the Project's temporary impact to 0.003 acres of riparian (mulefat) habitat.[1]The ultimate scope and location of mitigation will be determined in consultation with CDFG through the Streambed Alteration Agreement Notification/Permit process (or waiver), to be completed prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas. Notification/Permit processes will be initiated by the Applicant at the earliest practicable date. Given the nominal scope of habitat impact (0.003 acres), its relative distance from proposed areas of development, and intervening buffering areas provided, no substantive alteration of the Project is proposed nor anticipated to be

[1] Total impacts to jurisdictional areas are estimated at 0.083 acres: 0.003 acres temporary impact to jurisdictional mulefat habitat; 0.08 acres permanent impact to non-habitat jurisdictional areas.

required in order to successfully mitigate the Project's temporary impacts to riparian habitat. Contact information provided by the commentor is noted.

Response CDFG-11

The commentor notes the following informational requirements for a Streambed Alteration Agreement, and recommends its incorporation in CEQA documents:

> 1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
> 2) Discussion of avoidance measures to reduce project impacts; and,
> 3)Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

The above information is provided in the Draft EIR and supporting jurisdictional delineation information presented at Draft EIR Appendix G. Excerpted germane Draft EIR discussions are presented below, and the commentor is referred to full detailed discussions presented in the body of the Draft EIR, specifically, within Section 1.0, Summary; Section 4.8, Biological Resources; and Section 5.0, Other CEQA Considerations. Supporting technical studies are provided at Draft EIR Appendix G, Biological Resource Assessments.

1. **Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type).**The Draft EIR states that "[p]roject construction activities will result in the following potentially significant impacts: Potential direct temporary impacts to 0.003 acres, (22 lineal feet) of mulefat vegetated riparian habitat; and Potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat" (Draft EIR Page 1-77, et al.).

2. **Discussion of avoidance measures to reduce project impacts.** The Draft EIR states that "[a]maintenance road will be provided along the easterly edge of the scour wall, and Westerly of the scour wall, a buffer area averaging in width from approximately 50 feet to 150 feet will be established, providing separation between the developed site and the adjacent Quincy Channel. This physical separation between the developed site and the Channel habitat areas minimizes or precludes direct impacts to the Channel and its associated vegetation communities and special status plant species." (Draft EIR Page 4.8-18, *et al.*) Please refer also to the preceding Response CDFG-9.

3. **Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.** Please refer to Draft EIR Mitigation Measures 4.8.1 through 4.8.5 (as amended through these responses), presented in the preceding Response CDFG-4.

Response CDFG-12

The commentor cites *CEQA Guidelines* Section 15370, which describes/defines mitigation, and states that CDFG cannot fulfill its obligations absent defined impacts and proposed mitigation. CDFG point of contact information is provided.

Project impacts are fully and appropriately defined and disclosed as summarized in the preceding responses and presented in detail in the Draft EIR (0.08 acres permanent impact to non-habitat jurisdictional areas; 0.003 acres temporary impact to jurisdictional mulefat habitat). Mitigation is proposed for impacts determined to be potentially significant. Mitigation includes restoration/replacement habitat at a minimum 1:1 ratio. The Lead Agency considers the defined area of impact and proposed mitigation to be consistent with CDFG requirements, and supports the Department's obligations and responsibilities as a Trustee and Responsible Agency. Project impacts, as mitigated, are considered to be less-than-significant. Mitigation as revised herein is included in

response to CDFG comments. CDFG staff were contacted (phone conversation 12.16.10) to clarify information provided in the DEIR and discuss CDFG concerns. Subsequent to that conversation, a draft of these responses was emailed to CDFG staff. As indicated in the following email response from CDFG, CDFG staff concurs with the substance of these responses and proposed revisions to the Draft EIR text.

From: Robin Maloney-Rames <RMaloney@dfg.ca.gov>
Date: December 29, 2010 9:13:07 AM PST
To: <cray@appliedplanning.com>
Subject: Re: Westridge Draft EIR-CDFG Comments and Responses (Draft)

Hello Charly:

I took a look at the letter and response to comments. It seems to be in order. If you could include this with the Response to Comments I would appreciate it.

thanks
Robin

Environmental Scientist
Dept. of Fish and Game
Eastern Sierra Inland Deserts Region 6
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
(909) 980-3818

Thank you for contacting the California Department of Fish and Game. Pursuant to Governor's Executive Order S-12-10, we are closed on the second, third and fourth Friday of each month.

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 8
PLANNING
464 WEST 4th STREET, 6th Floor MS 725
SAN BERNARDINO, CA 92401-1400
PHONE (909) 383-4557
FAX (909) 383-6890
TTY (909) 383-6300

Flex your power!
Be energy efficient!

December 6, 2010

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Westridge Development Draft Environmental Impact Report (October 2010). SCH: 009101008.
Riv-60-PM19.0/20.4

Dear Mr. Bradshaw,

We have completed our review for the above noted project which is located south of State Route 60 (SR-60) east of Quincy Channel, and north of Fir Avenue in the City of Moreno Valley. The project proposal comprises of the construction of 937,260 square feet of new light industrial warehouse/distribution area.

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the County of Riverside due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS. DOT-1

We have the following comments:

Traffic Operations

1. Please include a Stacking Distance analysis for the Moreno Beach Road . DOT-2

2. Traffic Impact Study (page 124, Table 6-11); under Redlands Blvd at SR-60 Westbound Ramp, please include: WBL, WBR, EBL & EBR. Additionally, under SR-60 at eastbound Ramps, please include: SBR. DOT-3

3. Due to the potential high volumes of truck traffic, please ensure that the ramp intersection will accommodate STAA truck turning movements. DOT-4

4. Please include the ramp merge/diverge analysis for SR-60 at Moreno Beach Dr. and at Redlands Blvd. DOT-5

Mr. Bradshaw
December 6, 2010
Page 2

Hydrology

1. Although the proposed improvements should have no significant effect on Caltrans facilities, the documentation submitted did not give specific details how the runoff from the freeway SR-60 will be captured and contained. We would expect the developer's engineer to address this issue during the design and permit approval process. DOT-6

Permit Requirements:

1. Any proposed alterations to existing improvements within State right-of-way may only be performed upon issuance of a valid encroachment permit and must conform to current Caltrans design standards and construction practices.
2. Review and approval of street, grading and drainage construction plans will be necessary prior to permit issuance. Information regarding permit application and submittal requirements may be obtained by contacting:

Office of Encroachment Permits
Department of Transportation
464 West 4th Street, 6th Floor, MS-619
San Bernardino, CA 92401-1400
(909) 383-4526

DOT-7

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Joe Shaer at (909) 383-6908 or myself at (909) 383-4557 for assistance.

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION, DISTRICT 8

Letter Dated December 6, 2010

Response DOT-1

Caltrans jurisdiction and statutory responsibilities in regard to the proposed Project's potential effects on SR-60 are acknowledged. Agency review of the Draft EIR is appreciated.

Response DOT-2

The commentor requests a stacking distance analysis for Moreno Beach Road. Within the context of the Caltrans Guide for the Preparation Traffic Impact Studies (State Of California Department Of Transportation), December 2002, the traffic impact analysis consultant, guided by local input and expertise of the Lead Agency, established the parameters and extent of the Project Traffic Impact Analysis (TIA). The Project is anticipated to contribute nominal[2] traffic to Moreno Beach Road for opening year conditions; and would contribute less than 50 peak hour trips to Moreno Beach Road under long-range conditions.

Pursuant to applicable CMP TIA guidelines (see Caltrans TIS Guidelines, Page 2), it is typically unnecessary for projects generating less than 50 peak hour trips to assess potential impacts in regard to stacking or progression through an interchange area. The Lead Agency has not indicated special circumstances or other considerations that would indicate a requirement for a stacking distance analysis for Moreno Beach Road, nor is such the conclusion of the TIA consultant.

---

[2] Nominal traffic contributions are defined less than 50 vehicles per day (Project TIA Page 44, et al.)

Response DOT-3

The commentor requests specific analysis of the westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps. Analysis of the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps is also requested.

The westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps were not individually reported since they are shared lanes, and the queues associated with these movements are reflected in the 95th percentile queue presented for the westbound and eastbound through movements, respectively. Similarly, the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps was not reported individually since it is a shared movement with the southbound through lane. Please refer also to TIA Table 4-1 (Intersection Analysis for Existing Conditions).

Response DOT-4

As noted in the discussion of regional access (Draft EIR Section 4.2.2.2 on Page4.2-8), the Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. (Please refer to Figure 3.5-1, Site Plan Concept). The Project would, upon approval, be responsible for payment of Traffic Uniform Mitigation Fee (TUMF) contributions; however, interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. When designed, reviewed and constructed, it is presumed that the ramps will be required to be consistent with Caltrans design standards, and will accommodate STAA truck turning movements.

Response DOT-5

According to the Transportation Research Board's *Highway Capacity Manual*, the influence area for a merge junction is 1,500 feet downstream, and the influence area for a

diverge junction is 1,500 feet upstream. The distance between the ramps at Redlands Boulevard and Moreno Beach Boulevard is approximately 6,600 feet. There are no other merge/diverge junctions (i.e., interchanges) within the 1,500-foot influence areas of the ramps at Moreno Beach Boulevard and Redlands Boulevard, and as such, merge and diverge analyses were determined unwarranted as part of the Project TIA.

Response DOT-6

As noted by the commentor, specific concerns in regard to the design of collectors for runoff from the SR-60 onto the site will be addressed as part of the design and permit approval process. In general, as discussed in Draft EIR Section 4.6, "Hydrology and Water Quality," storm water will be collected onsite through a series of catch basins and clarifiers, and directed to a municipal drainage system, connections for which would be constructed adjacent to the site within the rights-of-way of Fir (future Eucalyptus) Avenue and Redlands Boulevard.

Response DOT-7

The required review of street, grading and drainage construction plans by Caltrans personnel prior to the issuance of encroachment permits is acknowledged. The address and contact information provided is appreciated.

Board of Directors

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Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

December 6, 2010

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: West Ridge Commerce Center Project
Draft Environmental Impact Report
SCH No. 2009101008

Dear Mr. Bradshaw:

Thank you for the opportunity to review the Draft Environmental Impact Report (DEIR) for the above referenced project. The project is generally described as a plot plan for development of a 937,260 square foot warehouse distribution on building on a 55 acre site, Related applications include a Zone Change from Business Park to Light Industrial, a tentative parcel map to combine five parcels into a single parcel and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment to establish a buffering distance between warehouse distribution land uses in the light industrial zone and adjacent residential zones. EMWD-1

Eastern Municipal Water District (EMWD) offers the following comments with respect to this DEIR document:

1- Please revise Mitigation Measure 4.5.3, on page 4.5-29, as follows (revisions indicated in ***bold italics***): EMWD-2

4.5.3 ***In this East Moreno Valley area, existing water, sewer and recycled water facilities are not adequate to accommodate the Project. Therefore, from a facilities perspective, the Project would be conditioned to construct off-site and on-site water, sewer and recycled facilities needed to serve the***

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet : www.emwd.org

City of Moreno Valley
December 6, 2010
Page 2

Project. Accordingly, a Plan of Services (POS) must be completed and submitted by the Applicant, for EMWD's approval. As soon as possible, the Applicant shall meet with EMWD staff to develop a Plan Of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water ***facilities*** requirements to serve the project, ***to be constructed by the Applicant. Additionally, there could be temporary service impacts while constructing or extending facilities required for this Project, which should be evaluated in the Final EIR.*** EMWD-2 cont'd.

2- Please note the Water Supply Assessment (WSA) expiration date is June 4, 2011. EMWD-3

Again, EMWD appreciates the opportunity to comment on this project. Please forward future environmental documents for this project and the response to the above comments prior to EIR certification to the attention of Karen Hackett at the mailing address shown on page one. If you have questions concerning these comments, please feel free to contact Karen Hackett at 951 928-3777, Ext. 4462, or myself at Ext. 4455. EMWD-4

Sincerely,

Joseph B. Lewis
Director of Engineering Services

JBL:ME:RR:KAH

cc: E. Lovsted

Encl.

EASTERN MUNICIPAL WATER DISTRICT
SINCE 1950

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Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

Developers/Engineers

Will your project require service from Eastern Municipal Water District for water, sewer or recycled water?

EMWD requires beginning dialogue with the applicant at an early point in site design and development of a project, in order to assess the infrastructure needs. Accordingly, we offer to meet with developers/engineers for one initial due-diligence meeting, without requiring a deposit. This meeting is to review your project and determine potential service from EMWD. The objective is to provide a forum to resolve any questions about our development process and help to determine if there are any potential issues that may exist in the area concerning EMWD facilities (water, sewer or recycled water). Afterward, should you decide to pursue your project(s) with EMWD, we will require you to deposit funds and open a Work Order. This Work Order is used to cover staff time and research required to generate a Plan of Service. No improvement plans will be accepted until this pre-project phase is completed and an EMWD Plan of Service has been approved.

In an ongoing effort to develop a dependable and reliable water supply for its customers, EMWD's goal is to maximize the use of recycled water, for landscape demands. All projects that include landscaped areas are carefully considered for recycled water use. This process needs to begin early to avoid unnecessary delays. EMWD-5

In order to set up a Due Diligence meeting we need:

1- A completed Due Diligence questionnaire.
2- Your proposed agenda for the due-diligence meeting
3- Location Map
4- Proposed development plan layout if available (hard copy and JPEG format)

I encourage developers/engineers to become familiar with EMWD New Development processes, while designing your project. They have been developed over many years and serve a great importance as they can prevent complications and save time. More information can be found at http://www.emwd.org/new_biz/new-biz-dev.html

If at any point in time there are questions or concerns, please do not hesitate to contact me

Sincerely,

Linda H. Petersen
Development Coordinator ex. 4310
Petersel@emwd.org

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet: www.emwd.org

EASTERN MUNICIPAL WATER DISTRICT

Letter Dated December 6, 2010

Response EMWD-1

The commentor has accurately summarized the general aspects of the proposed Project and required discretionary actions.

Response EMWD-2

As discussed in the EIR, the Project's impacts to water supplies is less-than-significant. Notwithstanding, mitigation is provided to ensure timely construction of service lines/facilities necessary to serve the Project. In this regard, the Lead Agency acknowledges the District's desire to clarify the referenced Mitigation Measure 4.5.3, which is discussed in Draft EIR Section 4.5, "Water Supply." Accordingly, the language of this mitigation measure has been amended as follows.

> 4.5.3 *The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project,* ***to be constructed by the Applicant****.*

Related to the Project POS, preliminary information provided by EMWD indicates that provision of adequate fire flows for the area west of Redlands Boulevard and south of SR-60 will require construction of a 24-inch water line within the Fir (future Eucalyptus Avenue) extending westerly from Redlands Boulevard to connect to an existing 24-inch line at the approximate alignment of Petit Street. The extent of the actual construction of the line is not known at this time and is ultimately dependent on the timing of improvements constructed as a part of adjacent proposals. Regardless of these other projects, Certificate of Occupancy for the Project is conditioned on the provision of

adequate fire flows whether achieved by this new line, or by other means acceptable to EMWD and the City Fire Department.

To ensure monitoring and enforcement, this revision to Mitigation Measure 4.5.3 is reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata. Additional explanatory language provided by the commentor is not considered appropriate for inclusion in this mitigation measure.

The Applicant's responsibility for the construction of all required infrastructure to serve the Project, including but not limited to the extension of off-site and on-site water, wastewater, and recycled water facilities, is acknowledged. As noted in the discussion of Water/Sewer Services on Draft EIR Page 3-21, "[a]lignment of service lines, and connection to existing services will be as required by EMWD."

The possibility of temporary service impacts during the construction or extension of facilities is acknowledged. Coordination with the District in regard to planned or proposed construction actions will occur as part of the preparation of the required POS (identified in Mitigation Measure 4.5.3, above). Additionally, notification of potential utility service disruptions would be provided to existing residents and/or business owners in the area by the developer, acting to minimize their effects. The results and conclusions of the Draft EIR are not affected.

<u>Response EMWD-3</u>

As noted in Draft EIR Mitigation Measure 4.5.4 (excerpted below), the upcoming expiration date of the Project's Water Supply Assessment is acknowledged.

> 4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008.The Project Applicant shall maintain communication with EMWD*

on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA.

Response EMWD-4

As requested, and pursuant to Public Resources Code §21092.5, the District will receive a written response to these comments at least ten days prior to the certification of this EIR.

Response EMWD-5

EMWD provides a standardized Notice to Developers and Engineers outlining EMWD requirements and processes necessary to ensure adequate and timely provision of services.

The Notice to Developers and Engineers (Notice) attached to the above-referenced comment letter is acknowledged, and has been incorporated in this Final EIR for ease of reference. The Applicant consulted with EMWD early in the planning process (due diligence meeting conducted with EMWD staff on January 27, 2009) in order to determine the likely scope and type of improvements required. At the earliest feasible date, the Applicant will coordinate with EMWD in developing the POS for the Project consistent with provisions of the Notice.

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

134314

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

November 29, 2010

RECEIVED
DEC - 6 2010
CITY OF MORENO VALLEY

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

~~Dear Mr.~~ Bradshaw:

Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

This letter is written in response to the Notice of Availability West Ridge Commerce Center Project Draft Environmental Impact Report. The purpose of the proposed project is to develop a 937,260 sq. ft. warehouse distribution building on a 55 acre site located near Eucalyptus Avenue and Redlands Boulevard. The project also requests a zone change of five parcels from Business Park to Light Industrial, combining the five parcels into one and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment. RCFC-1

The Riverside County Flood Control and Water Conservation District (District) has reviewed the DEIR and has the following comments:

This project involves District Master Drainage Plan facilities, namely Moreno Line G-7 and D-3. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards and District plan check and inspection will be required for District acceptance. Plan check and administrative fees will be required. RCFC-2

This project is located within the limits of the District's Moreno Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

The District is signatory to the Western Riverside County Municipal Species Habitat Conservation Plan (MSHCP). If it is anticipated that the City will request that the District own, operate and maintain the above referenced facilities, the applicant will need to demonstrate that all construction related activities within the District right-of-way or easement are consistent with the MSHCP. To accomplish this, the CEQA document should include a MSHCP consistency report with all of its supporting documents and provide adequate mitigation in accordance with all applicable MSHCP requirements. The MSHCP consistency report should address, at a minimum, Sections 3.2, 3.2.1, 6.1.2, 6.1.3, 6.1.4, 6.3.2, 7.5.3 and Appendix C of the MSHCP. RCFC-3

134314

Mr. Jeff Bradshaw -2- November 29, 2010
City of Moreno Valley
Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

General Information

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy. RCFC-4

If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

Edwin Quinonez

EDWIN QUINONEZ
Senior Civil Engineer

c: Riverside County Planning Department
Attn: Kathleen Browne

AJK:EQ:blj

RIVERSIDECOUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Letter Dated November 29, 2010

Response RCFC-1

The commentor has accurately summarized the general aspects of the proposed Project and its required discretionary actions.

Response RCFC-2

The District's requirements in regard to transfer of ownership, standards for construction, inspection and fees are acknowledged.

Response RCFC-3

The assessment of the Project's potential to conflict with any applicable habitat conservation plan or natural community conservation plan (Draft EIR Page 4.1-31), indicates that the Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).The Project's compliance with all referenced sections of the MSHCP is documented within the *Report on Habitat Assessments and Biological Surveys for the Westridge Project Site* (Pages 42-43, Draft EIR Appendix G).

Response RCFC-4

RCFC provides general information addressing: National Pollutant Discharge Elimination System (NPDES) permit requirements; Federal Emergency Management Agency (FEMA) requirements for projects or actions within or affecting FEMA-mapped floodplains; and Army Corps of Engineers (ACOE)/California Department of Fish and Game (CDFG) requirements for projects or actions within or affecting natural watercourses or mapped floodplains.

The Lead Agency appreciates the general information on permitting requirements provided by the District. As noted in the Draft EIR's discussion of stormwater

permitting (Section 4.6.3.3, Pages 4.6-10 through 4.6-13), the Project is required to obtain clearance from the State Water Resources Control Board pursuant to the NPDES Statewide Industrial Storm Water Permit for General Construction activities. The Project does not lie within, nor would it otherwise affect any mapped floodplain areas. As such, the Project is not subject to FEMA floodplain requirements. As required through Project Mitigation Measure 4.8.4, the Applicant is required to obtain a streambed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit prior to physical disturbance of any jurisdictional areas.

December 5, 2010

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley 92552

Re: PROPOSED WAREHOUSE PROJECT, WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133

Dear Mr. Bradshaw:

I am a Moreno Valley resident, and have looked at the Westridge Commerce Center Draft Environmental Report and feel compelled to comment on this proposed project. I believe the proposed project; a 937,260 square foot warehouse distribution building on a 55-acre site located on the north side of Eucalyptus Avenue, approximately 650 feet west of Redlands Boulevard will negatively impact the overall quality of life in Moreno Valley. **I ask that this project be denied and not be built to the scope/size requested or in the area Ridge Property Trust is asking for it to be built on.** MA-1

The preamble to our City's General Plan states, "The City of Moreno Valley embraces the interests of its residents and strives to meet their needs by creating a sense of community. The commitment to this vision encourages attractive amenities and a full range of public services while promoting **a safe and healthy environment. It is the goal of the City to improve the quality of life ...**" and after reviewing the EIR it is apparent that this project will negatively affect: Air Quality, Traffic Congestion, Destroy Aesthetics, Impact Water, Incur Large amounts of Solid Waste, Bring More Light and Noise that overall will result in a deterioration of the quality of life enjoyed by residents of our city overall and in particular residents living on the East Side of our City and also hurt the children in our city by these negative impacts. MA-2

A survey taken for the City's General Plan also found out that **47% of our residents wanted to retain the rural character of northeast Moreno Valley** (10% disagreed). This project destroys that rural character, and it would be in the best interests of the residents of our City to honor that desire by denying this project. MA-3

I do not agree with the philosophy that for economic development to occur and for there to be jobs that I must lower my standard of living to achieve this. The 900 jobs that the EIR for this project suggests will occur, are in no way guaranteed to meet that number nor are they guaranteed to even go to a portion of Moreno Valley residents and this is a tactic that is playing upon the need for jobs in our City by promises that may not be kept, because there is no written contract that will guarantee this job number or that they go to local residents. MA-4

The EIR states repeatedly that the effects of this project are minimal and not significant in magnitude, however, if this were true this developer would not have to ask for a Zone Change from Business Park to Light Industrial because the proposed warehouse/distribution center at 937,260 sq. ft. exceeds Business Park footage in our City's General Plan of 50,000 sq. ft. This request in no way benefits the health, safety or welfare of current residents much less future residents as stated in the EIR. MA-5

This EIR also uses the approval of the 2.6 million square feet for the Highland Fairview Project as a tool for their requests to be granted. Due to the approval and development of Highland Fairview's mega warehouse and approval of the ProLogis project, any additional project(s) that incur additional MA-6

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
2

truck traffic, and diesel particulate matters into the air, as well as changing the scenic view by building another mega warehouse that will be open 24 hours per day, the accompanying lighting, noise, air pollution, traffic congestion, MUST be factored into the overall effect and impact of the Highland Fairview and ProLogis Projects to determine the real effects that will occur to the residents in the area of this development and the City as a whole. MA-6 cont'd.

With the State of California, Riverside County, and Moreno Valley all suffering from large budget deficits it is unknown when the necessary funds to upgrade the freeway, overpasses, roads will be able to be completed, and with numerous diesel trucks that will come from this project, the damage to local roads, streets, and increased congestion, as well as increased dirty air and diesel particulate will hurt our city's overall quality of life and could result in increased traffic accidents and costs to our police and fire as a result. MA-7

Again, our City's General Plan states, "The image of the community is perceived from freeways, streets and the point of view of the pedestrian. The viewer forms an impression about the beauty and safety of the community as he or she views the surrounding buildings …" If mega warehouses and distribution centers continue to be built along the eastern portion of our city and exceptions to the business park/light industrial maximum square footage of 50,000 sq. ft. continues to be ignored our city will suffer from negative impressions because we are allowing ourselves to become a warehouse ghetto, and that will also hurt property values of the residents surrounding this project as well as the others of the same ilk, and ultimately will cause depressed property values to continue if not decrease even more than they already have. By denying this project you will be protecting our home values and our city's image rather than letting the 60 freeway become a vision of mega warehouse distribution centers that were never intended to be built en masse in this part of our city. MA-8

In section 5.3.2.2 Industrial Development of the Moreno Valley General Plan it says, "Industrial and business park development is concentrated in the southern part of the City, generally located south of Iris Avenue and north of San Michele Road to the Perris city limits." Approving this project, as the others that have been approved, goes against what was to be an orderly and organized location for industrial and business park developments, not the east end of our city that was to have the rural characteristics valued and protected.

Although this project says it will get water from MWD and that there is no problem, I would point out that EMWD is still in a Stage 2 Water Shortage and goes on to say in their newsletter, that all EMWD customers are required to eliminate water waste, so how does approving mass warehouses help to not add more stress to our lack of water? And in their 10/21/10 newsletter, MWD says, "Southern California's water reserves are still low
Southern California continues to face significant water supply challenges in 2010 and beyond. … During the past three years, Metropolitan has tapped its reserves to maintain deliveries to its 26 member agencies and 19 million Southern Californians. Our reserves are down by about 50 percent. With water uncertainties facing the state, the challenge ahead is to continue to lower demand and stretch our reserve supplies as much as possible … Approving mega warehouse projects does not help in our struggle to maintain adequate water supplies whether it be from EMWD resources or MWD resources. This is another reason this project should be denied. MA-9

Regarding the increase diesel truck traffic that will occur if this project is approved, in a presentation, Truck Management Strategies in Los Angeles, by Susan Bok, AICP a Senior Transportation Planner, MA-10

Los Angeles it was noted that "Trucks often pass through or near residential areas en route to … distribution centers… safety, air pollution, vibration and noise impacts on residents. Truck impacts on roadway surfaces: 1 truck = 10,000 cars" which is a negative health and safety impact that will be incurred on the resident of Moreno Valley if this project is approved. MA-10 cont'd.

In an article from: Contemporary Economic Policy | January 1, 2007 | Bluffstone, Randall A.; Ouderkirk, Brad | Copyright:

"II. THE ENVIRONMENTAL ISSUES

Diesel exhaust is made up of gas and particulates. Gases include hydrocarbons, carbon dioxide, carbon monoxide, nitrogen oxides, and sulfur oxides, but particulates are of special concern because they are associated with a variety of cancers and cardiopulmonary problems that have been shown to increase the risk of mortality. Relative to gasoline engines, heavy-duty diesel trucks, such as those used in the logistics industry, typically emit at least 24 times more fine particulate matter per mile traveled (Kirchstetter et al., 1999). Health effects associated with these particles fall disproportionately on vulnerable populations, such as the young, elderly, and those who already have compromised respiratory systems.

Recently, the toxic and especially carcinogenic effects of diesel particulate matter (DPM), much of which comes from trucks, have been highlighted. The State of California and the U.S. Environmental Protection Agency (USEPA) have identified more than 40 toxic pollutants in diesel emissions, and in 1998 the California Air Resources Board (CARB) named it a toxic air contaminant (CARB, 2000; Lippmann et al., 2003; Ostro and Chestnut, 1998; SCAQMD, 2003). MA-11

Particulates are classified according to their diameters. Those less than 2.5 [micro]m ([PM.sub.2.5]) pose the greatest threat to human health because smaller size allows deeper penetration into lung tissues as well as longer float times (as much as several days under dry conditions) and therefore wider deposition. DPM is particularly light, with a mean particle diameter of 0.2 [micro]m, but as much as 20% of DPM can be less than 0.05 [micro]m, which floats longer and penetrates deeper than larger particles. DPM also has a large surface area, making it an ideal carrier for a variety of toxic compounds. DPM typically makes up 10-30% of total [PM.sub.2.5] concentrations. The federal limit for [PM.sub.2.5] is 15 [micro]g/[m.sup.3] average annual concentration and 65 [micro]g/[m.sup.3] maximum concentration during any 24-h period. California has a stricter annual average concentration standard of 12 [micro]g/[m.sup.3]. DPM-specific standards do not exist.

The eastern Inland Empire and particularly the I-215, I-10, and I-15 freeway corridors have very high particulate concentrations. In 2003, Riverside and San Bernardino counties ranked first and second, respectively, in the nation for total particulate pollution (CARB/American Lung Association, 2004). For example, at the Rubidoux monitoring station in Riverside, during the period 2000-2002 the average annual [PM.sub.2.5] concentration was 28.9 [micro]g/[m.sup.3], which is about 1.75 times the federal limit and

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
4

> more than twice the state …Warehouses, trucks, and [PM.sub.2.5]: human health and logistics industry growth in the eastern Inland Empire.(Report)"

MA-11 cont'd.

This article spells out the health dangers from increased diesel truck traffic to our elderly, children, and our overall population, and this is a very real and dangerous and I might add, unnecessary and unacceptable health risk(s) and as such, this project should be denied as this should not be the price we have to pay for "900 jobs".

Sincerely,

Marcia Amino
10363 Crest Brook Drive
Moreno Valley 92557
951-247-8225

MARCIA AMINO

Letter Dated December 5, 2010

Response MA-1

The commentor, a Moreno Valley resident, expresses concern regarding the impact of the Project on the overall quality of life within the City and requests the Project be denied as proposed. These opinions are acknowledged.

Response MA-2

The commentor provides an excerpt of the City's General Plan regarding City goals and offers that the Project is not in keeping with the stated goals of the General Plan. Notwithstanding the commentor's opinions, Project consistency with the applicable provisions of the General Plan are substantiated within each EIR topical section (Land Use-Pages 4.1-17 through 4.1-20; Traffic/Circulation-Pages 4.2-23, 4.2-24; Air Quality-Page 4.3-18; Noise-Pages 4.4-10, 4.4-11; Water Supply-Pages 4.5-24, 4.5-25; Hydrology and Water Quality-Pages 4.6-13, 4.6-14; Cultural Resources-Page 4.7-10; Biological Resources-Pages 4.8-11, 4.8-12; and Aesthetics-Page 4.9-5 through 4.9-7. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-3

The commentor references a survey of opinion (regarding the City's General Plan) of Moreno Valley residents, wherein 47 percent of residents want to retain the rural character of the area. Notwithstanding poll results offered by the commentor, development of the site with industrial/business park uses is anticipated under the site's current General Plan land Use designation (Business Park/Light Industrial). Please refer also to the discussion of Project consistency with existing land use plans and policies (DEIR Pages 4.1-17 through 4.1-30). Moreover, design and visual attributes of the Project are consistent with General Plan (Community Development Element) Objectives

and Policies generally addressing design and aesthetic considerations (please refer to DEIR Pages 4.9-5 through 4.9-7). The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-4

The commentor's assertion that there is no written guarantee that the entire number of jobs referenced in the Draft EIR (approximately 900 jobs)[3] will be filled by Moreno Valley residents is accurate. However, the types of warehousing employment offered by the Project are not considered growth-inducing, as these types of jobs typically draw from the local employment pool and do not induce long commutes.

Response MA-5

Contrary to the commentor's assertion that "the EIR states repeatedly that the effects of this project are minimal and not significant in magnitude," the Draft EIR contains 50 mitigation measures, specifically developed to reduce the identified potentially significant impacts. Additionally, the environmental topics of traffic, air quality, and noise were found to have significant and unavoidable impacts, even after the implementation of all feasible mitigation. Please refer to Table 1.10-1 of the Draft EIR for a summary all of Project-related impacts.

The commentor also states an opinion regarding the Project's requested zone change. The General Plan's limitation of square footage (50,000) is per building. It is important to note that the total square footage and uses proposed by the Project are allowed under the site's current General Plan land use designation. The zone change is required to

[3] Based on one (1) job per 1,030 square feet of development, Riverside County General Plan Appendix E, Buildout Assumptions and Methodology, Page 6, Light Industrial employment multiplier (*See* DEIR, Page 5-44).

allow the proposed uses to be contained within a building larger than 50,000 square feet.

Response MA-6

The commentor expresses concern regarding the cumulative effects of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response MA-7

While the State-wide budget deficit is out of the scope of the EIR, it should be noted that the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements. The Project's impacts on traffic, air quality, and public services are addressed in the EIR.

Response MA-8

The commentor expresses an opinion regarding the Project's role in what she perceives as the degradation of property values and the City's image as a whole. The commentor also asserts that the Project, along with other similar vicinity projects, is a direct contrast of the vision of the General Plan. The project's impacts on aesthetics and consistency with the City's General Plan are addressed in the EIR. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-9

As required under SB 610/221, a Water Supply Assessment (WSA) has been prepared by the serving water purveyor, Eastern Municipal Water District (EMWD). The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, EMWD has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. The commentor is referred to Section 4.5, "Water Supply" and Appendix E of the Draft EIR.

Response MA-10

The commentor references a Los Angeles County presentation regarding diesel truck management strategies. Specifically, the commentor excerpts a portion of the presentation regarding diesel truck trips through residential neighborhoods.

It should be noted that Project traffic will not pass through residential neighborhoods. The Project's proximity to State Route 60 minimizes the amount of truck trips occurring on residential streets. Trucks will exit Redlands Boulevard (passing properties designated for commercial and warehouse distribution uses), then turn right on Fir Avenue (future Eucalyptus) to access the site. Properties located south of Fir Avenue (future Eucalyptus) are designated for residential uses; however, trucks will not require

the use of internal neighborhood streets. Ultimate configuration of Redlands Boulevard under its current General Plan designation is a four-lane, divided arterial roadway. Fir Avenue (future Eucalyptus) is designated as an arterial roadway with a 104-foot right-of-way from west of Moreno Beach Drive to east of Redlands Boulevard. Please refer also to DEIR Section 4.3, Air Quality; and DEIR Section 4.4, Noise.

The basis for the statement "1 truck = 10,000 cars" noted in the presentation is unclear. As presented in Section 4.2, "Traffic and Circulation" of the Draft EIR, "passenger car equivalent" (PCE) factors were utilized in the analysis. Specifically, Page 4.2-19 of the Draft EIR states:

> "As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour."

The PCE factors employed within the Draft EIR were derived from San Bernardino Associated Governments (SANBAG). SANBAG is the metropolitan planning organization for the County, with policy makers consisting of mayors, councilmembers, and county supervisors, and the funding agency for the county's transit systems.

Response MA-11

The commentor excerpts an article regarding the health dangers of diesel truck traffic. Similarly, Section 4.3, "Air Quality" of the Draft EIR presents background information, including the dangers of criteria pollutants. Additionally, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). Results of the Health Risk Assessment (HRA) are summarized at Draft EIR Pages 4.3-80 through 4.3-86, and the HRA is presented in its entirety at Appendix C to the Draft EIR.

Mitigation was developed to address DPM generation (Mitigation Measure 4.3.10). The Draft EIR concluded that, with mitigation, no sensitive receptors or off-site workers will be exposed to DPM-source cancer risks exceeding the SCAQMD's significance criteria. Additionally, the commentor expresses an opinion that the dangers are "unnecessary and unacceptable" and requests that the Project be denied. These opinions will be forwarded to the decision-makers for their consideration.

From: Lynne Ashley [lynneashley70@yahoo.com]
Sent: Sunday, December 05, 2010 8:52 AM

Dear Jeffrey,

I live on the North side of the freeway, Ironwood and Moreno Beach, I am very concerned about the health risks for myself and my family with the possibility of more warehouses coming to the East end of Moreno Valley, please see my concerns below.

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? LA-1

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? LA-2

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? LA-3

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? LA-4

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? LA-5

How will this project be growth inducing for similar projects? LA-6

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, Westridge Commerce Center and Pro Logis are in full operation? LA-7

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists and what will the LOS be as a result of these three warehouses? LA-8

Sincerely,

Lynne Ashley
12285 Deep Valley Trail
Moreno Valley, CA 92555

LYNNE ASHLEY

Email Dated December 5, 2010

Response LA-1

The commentor expresses concerns about the effect of diesel truck emissions on the future sensitive receptors located on the south side of Fir Avenue. A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for

the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [3]

Response LA-2

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, as summarized at DEIR Pages 1-18 and 1-19, the Project will result in certain significant and unavoidable air quality and noise impacts.

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3 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

Response LA-3

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> If a facility must also comply with RCRA/CERCLA HRA requirements, health effects to on-site workers may also need to be addressed. The DTSC's Remedial Project Manager should be consulted on this issue. In some cases it may be appropriate to evaluate risks to on-site receptors. The district should be consulted about special cases for which evaluation of on-site receptors is appropriate, such as facilities frequented by the public or where people may reside (e.g., military facilities).
>
> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response LA-4

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

Response LA-5

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating

system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response LA-6

The commentor expresses concern regarding the growth-inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To

this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth, and would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response LA-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10).

This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***
>
> - Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;
>
> - Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

It is further noted that with specific regard to Redlands Boulevard, this road is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response LA-8

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

RECEIVED
DEC - 2 2010
CITY OF MORENO VALLEY

CITY OF MORENO VALLEY
ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
COMMENTS OF BOARD MEMBER GERALD M. BUDLONG
24821 Metric Drive
Moreno Valley, CA 92557
December 2, 2010

SUBJECT: WESTRIDGE COMMERCE CENTER DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)
STATE CLEARINGHOUSE NUMBER 2009101008

COMMENT GLOBAL TO ALL APPLICABLE DEIR FIGURES: Why are the applicable figures throughout the DEIR not drawn to scale? How can the reader duplicate the science when for instance the maps and plans are not drawn to scale? GB-1

1.0 SUMMARY page 1-8 Geology and Soils. The DEIR addresses the Checklist Category "Geology and Soils" in a Geotechnical Investigation prepared for the Project site and is designated Appendices H. Geotechnical Investigation in the EIR. Therefore comments on the CEQA Geology and Soils Category will be addressed below in the Appendices H.

APPENDICES H. GEOTECHNICAL INVESTIGATION, Project No. 06G258-1, Proposed West Ridge Business Center, January 10, 2007, Southern California Geotechnical, Inc.

2.0 SCOPE OF SERVICES, page 3.

"The scope of services performed for this project was in accordance with our Proposal No. 06P420, dated November 20, 2006. The scope of services included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide criteria for preparing the design of the building foundation, building floor slabs, and parking lot pavements along with site preparation recommendations and construction considerations for the proposed development. The evaluation of the environmental aspect of this site was beyond the scope of services for this geotechnical investigation." GB-2

COMMENT: The subject geotechnical investigation appears to consist of a foundation analysis for future foundations for buildings and parking lot pavements. The scope does not evaluate the environmental aspect of this site. Please define what environmental aspects of the site are missing from this report? Is one of the missing environmental aspects a detailed seismic study of this site which defines buried fault(s) and their potential of rupturing the ground surface above them?

3.3 Previous Studies, page 5.

"As part of our investigation of the site, we were provided with one geotechnical report prepared by LGC Inland, Inc. pertaining to the north east portion of the site. The report is summarized below:"

COMMENT: I cannot find a copy of the LGC Inland, geotechnical report in the DEIR , Appendices or anywhere else in the DEIR? Should not the DEIR Appendices contain a complete copy of this study rather than just a one-paragraph summary?

GB-3

6.1 Seismic Design Parameters, page 9

"Faulting and Seismicity
Research of available maps indicates that the subject site is not located with an Alquist-Priolo Earthquake fault zone. Therefore, the possibility of significant fault rupture on the site is not located with an Alquist-Priolo Earthquake Fault Zone. Therefore, the possibility of significant fault rupture of the site is considered to be low."

COMMENT: I cannot find a list of references with subject Appendix H. What are your references used to research the faulting and seismicity conclusions in this study?

GB-4

UBCSEIS
Version 1.03
COMPUTATION OF 1997 UNIFORM BUILDING CODE SEISMIC DESIGN PARAMETERS, JOB NUMBER: 06G258-1, JOB NAME: West Ridge Business Center, DATE: 12-30-2006, FAULT-DATA-FILE NAME: CDMGUBRC. DAT lists the nearest type A fault as the San Andreas fault 19.8 km away and the nearest type B fault as the San Jacinto-San Jacinto Valley fault 1.0 km away. This table lists faults up to 1000 km away from the site.

COMMENT: Why is the Casa Loma fault missing from this table? Within the city jurisdiction of San Jacinto, the Casa Loma fault is very prominent with a displacement approximately of 20 vertical feet and designated as an Alquist-Priolo Earthquake Fault Zone and proceeds northwest to the vicinity of the San Jacinto Wildlife Area where the State Earthquake Zone terminates.

GB-5

The following study provides geologic evidence of the continuance of the Casa Loma fault located northwest of the State Earthquake Zone. R M Environmental, Inc. prepared a Preliminary Geotechnical Investigation on January 19, 2004, under Project No03-406 for a proposed 347 lot single-family-residential development, 120 +- acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015), near the intersection of Pettit Street and Highway 50 in the City of Moreno Valley. This site abuts the West

Ridge Business Center site on the east side of the single-family residential development site. GB-5, cont'd

Page 1 of this Geotechnical Investigation presents a scope of work presented in the form of six (6) bullets. The second bullet states"Geologic Mapping of the site by our geologist".

COMMENT: Why does the scope of the West Ridge Business Center geotechnical investigation omit the geologic mapping of the site by a geologist? GB-6

Page 4 of the R M geotechnical study states "the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located with an Alquist Priolo Earthquake Studies Zone for fault rupture hazard."

"Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto faults, the Casa Loma fault may be considered as active."

"The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present."

Page 6, 5.2 Ground Rupture states: "A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present." GB-7

"The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1."

The inferred trace of the Casa Loma fault as delineated by the geologist of RM Geotechnical enters the vicinity of the northwest corner of the West Ridge Center property and extends southeast across the property, leaving the property midway at the southern boundary of the site. The recommended hazard zone delineated by the RM Geotechnical geologist covers approximately two-thirds of the proposed footprint of the proposed 937,260 square foot building of West Ridge Center.

For more than 20 years I have been an appointed member of the City Ecological Protection Advisory Committee (name changed to Environmental and Historical Preservation Board) except for the 2.5 years where I served as a member of the City Planning Commission. During my tenure I have always expressed the need for detailed

geologic fault investigations to be conducted to delineate the trace of the Casa Loma fault and to evaluate if faulting has occurred on the site and the activity of faulting.
Also since the availability of the U.S. Geological Survey (USGS) Earthquake Hazards Program, I have monitored the recorded earthquake events in Moreno Valley. This USGS program records all earthquakes occurring in the United States for the past 7-days, having a magnitude of 1. I have shared to the Environmental and Historical Preservation Board, Planning Commission and the School Board of the regular USGS records of mini earthquakes along the trace of the Casa Loma fault within the city.

The most recent seismic event occurring along the Casa Loma fault recorded by the USGS was Event No. CI 14870228. This event occurred at 1:49:08 P.M., on October 28, 2010. The USGS recorded the magnitude at 1.1, at a depth of 9 miles, with the epicenter located southwest of Ironwood and Nason. GB-7, cont'd

COMMENT: Why doesn't the City of Moreno Valley require a geologic fault investigation and evaluate if faulting has occurred on the site and the activity of the faulting and present the evidence in the DEIR?

COMMENT: Why didn't Applied Planning Inc., review the City's copy of the R M Environmental Geotechnical Report and utilize the geological, faulting, and mapping data in the West Ridge Commerce Center DEIR? GB-8

COMMENT: In the past I was an Associate Instructor at San Jacinto Community College, where I conducted Physical Geography 101 classes at night and summer sessions. My final exams always had this question. "Why do you never ever build a building for human occupancy across an active fault?" Would you please answer this question, because the proposed building footprint will over lay the Casa Loma fault defined by R M Environmental Inc., a potentially active fault? GB-9

An appendix containing pages of the R M Environmental Inc. geotechnical report including the eastern part of plate 1 is included with these comments on the DEIR.

4.9 AESTHETICS

4.9.2 SETTING, page 4.9-3 Last paragraph concerns "Major Scenic Resources" addresses the badlands to the east and the Mount Russell and foothill areas to the east. GB-10

COMMENT: Why is the San Jacinto Valley containing the agricultural lands, riversidean sage habitat, and the wetlands of the State San Jacinto Wildlife Area, including Mystic Lake not included as a major scenic resource?

COMMENT: Figure 4.9-1 Major Scenic Resources delineates the San Jacinto Valley with the visual scenic resource symbol, why the inconsistency mentioned in proceeding comment. Also the San Jacinto Wildlife Area is mislabeled as Preserve rather than Area. GB-11

COMMENT: page 4.9-19 Level of Significance: Significant and Unavoidable. The California Department of Transportation's (CALTRANS) list of Officially Designated Scenic Highways is a legislative mandate upon this state agency. The state legislature also mandates cities and counties to address scenic roads and highways in their general plans. CALTRANS recognizes the importance of local scenic roads and highways. For instance, CALTRANS objected to the installation of a billboard adjacent to the right of way of U. S. Route 395(Highway 395) in the unincorporated town of Big Pine in Inyo County. Highway 395 at this location is outside of the CALTRANS Officially Designated Scenic Highway System, however the highway is a county scenic highway. CALTRANS at Inyo County Superior Court stated that the Scenic Highway Element of the Inyo County General Plan designated U.S. Route 395 as a county scenic highway as evidence for removing the billboard. The court in its decision ordered the defendant to remove the billboard in favor of CALTRANS. GB-12

What are your sources or evidence concerning the scenic values of CALTRANS Officially Designated Scenic Highways having scenic values rated higher than local scenic highways? For instance county scenic Highway 395 at Big Pine is located in the Owens Valley with the White Mountains to the east and the Sierra Nevada, including the Palisade Glacier to the west. The nickname of Owens Valley is the "Deepest Valley" the valley at 4000 feet and the surrounding mountains at 14,000 feet.

COMMENT: page 4.9-19 Why isn't the blocking of the view scape from SR-60 of the visual scenic resources consisting of the San Jacinto Valley a significant impact? Have you ever viewed the reflections of the wetlands of the San Jacinto Wildlife Area? GB-13

APPENDIX

R M Environmental, Inc., Preliminary Investigation dated January 19, 2004

COVER PAGE; Page 1- INTRODUCTION, including project scope;
Page 4 -4.0 Geology and 4.1 Regional Geologic Setting;
Page 6- 5.0 Seismicity, 5.2 Ground Rupture;
Figure 1- Location Map;
Plate 1 Site Plan with geological mapping containing projected Casa Loma fault and its recommended hazard zone. Contains only the mapped area east of the logical extension of Quincy Street, contained in three pages:
- Page 1: SR- 60 south;
- Page 2: Logical extension of Eucalyptus Avenue;
- Page 3: Title Block

GB-14

R M Environmental, Inc.

Geology - Environmental - Geotechnical Engineering

January 19, 2004
Project No. 03-406

Mr. Jeff Palmer
5511 Calumet Ave.,
La Jolla, CA., 92037

SUBJECT: PRELIMINARY GEOTECHNICAL INVESTIGATION
Proposed 347 Lot Single-Family Residential Development
120± Acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015)
Near the Intersection of Petit Street and Highway 60
City of Moreno Valley, California

Dear Mr. Palmer:

In accordance with your request, we have completed a Preliminary Geotechnical Investigation for the proposed development of the site. This report presents our findings regarding the site geotechnical conditions and recommendations for the anticipated earthwork and geotechnical design of the project.

For this investigation, we were provided with a 100-scale Site Plan/topographic map of the site titled "Eucalyptus Site, Moreno Valley, CA." This map was utilized as the base map for our Geotechnical Investigation of the site and is presented as **Plate 1**.

Provided the recommendations presented in this report are implemented during site development, the proposed project is feasible from a geotechnical standpoint.

This opportunity to be of service is sincerely appreciated. If you have any questions, please call us at (909) 446-0041.

Sincerely,

Robert C. Manning, CEG #1768/RCE #58565
President

Travis Meier
Staff Geologist

Post Office Box 878 • Calimesa, California 92320 • Telephone (909) 446-0041 • Fax (909) 446-0136

1.0 INTRODUCTION

This report presents the findings of our Preliminary Geotechnical Investigation for the proposed development of 347 single-family residential lots located southeast of the intersection of Pettit Street and Highway 60, City of Moreno Valley, California.

The site is identified as Assessor Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015). The site consists of approximately 120± acres of land located on the south side of Highway 60, southeast of the intersection of Pettit Street and Highway 60, Moreno Valley, California. The geographic setting of the site is shown on **Figure 1** - Site Location Map.

This report presents our findings regarding the site geotechnical conditions and general recommendations for the anticipated earthwork and geotechnical design of the project.

E M Environmental's scope of work for this investigation included the following:

- Review of selected background information, aerial photographs, and site reconnaissance;
- Geologic Mapping of the site by our geologist;
- Subsurface exploration by means of nine exploratory borings;
- Laboratory testing of selected soil samples obtained to evaluate geotechnical properties;
- Analysis of site conditions and test results; and
- Preparation of this report presenting our findings, conclusions, and recommendations.

1.1 Proposed Development

The proposed development of the site includes 347 single-family residential lots with associated streets and infrastructure.

It is our understanding, the proposed structures will be one to two story, wood framed, single family homes. Foundation designs are anticipated to consist of continuous and isolated shallow footing foundation systems, or utilization of post-tension type foundations. Maximum foundation loads using a continuous and isolated shallow footing foundation design are not anticipated to exceed 4 kips and 2 kips per foot for isolated and continuous footings, respectively.

4.0 GEOLOGY

4.1 Regional Geologic Setting

The site is located in the east portion of the Moreno Valley, which is part of the Perris Block area of the Peninsular Ranges Geomorphic Province of southern California. The regional geology of the site includes the San Timoteo Badlands to the northeast, Mt. Moleno to the south and southwest, and the San Jacinto Valley to the east.

Lateral displacement and uplift of the region have occurred on a series of major, northwest-trending faults which are thought to be related to the regional tectonic framework. These faults include the San Jacinto Fault zone located approximately 1 mile to the northeast, the San Andreas Fault zone located approximately 11 miles to the northeast, and the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located within an Alquist Priolo Earthquake Studies Zone for fault rupture hazard.

Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto fault zone located to the southeast. Based on prior investigation of the Reche Canyon and Hemet-San Jacinto faults, the Casa Loma fault may be considered as active.

The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

4.2 Local Geology

Locally, the site is underlain by at least 50 feet of recent alluvial deposits consisting of slightly moist to very moist, loose to medium dense, soft to very stiff, slightly clayey silts, sandy silts, clayey silts, silts, and fine to medium sands.

The in-situ dry density of the encountered soils varied from approximately 93 pounds per cubic foot (pcf) to 120 pcf. The measured in-situ moisture contents varied from approximately 1.7 to 18.3 percent.

The exploratory boring logs are presented in **Appendix B**. The exploratory boring locations are shown on **Plate 1**. The laboratory test results of the in-situ soils are presented in **Appendix C**.

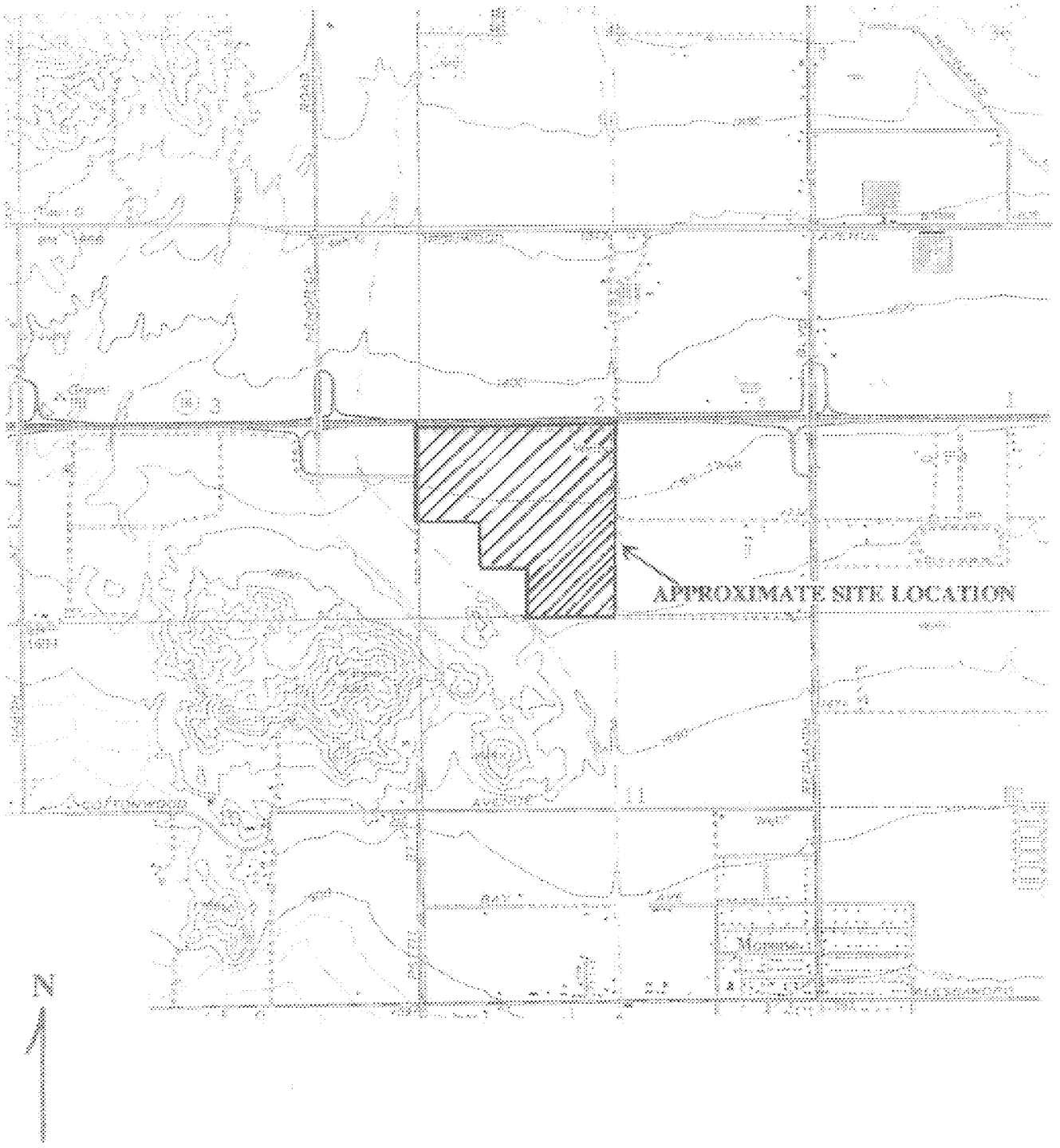

Scale: 1" = 2,000'

References: U.S.G.S., 1967, PR 1980, Sunnymead, California Quadrangle, 7.5 Minute Series

LOCATION MAP - 130± Acres, Near the Intersectin of Pettit Street and Highway 60, City of Moreno Valley, California

Project No. 03-406-geo	*DATE: January 2004*	*FIGURE 1*

5.0 SEISMICITY

5.1 Regional Seismicity

The site is located in a region of generally high seismicity which includes essentially all of southern California. During the design life-span of the project, the site is expected to experience ground motions from earthquakes on regional and/or local causative faults.

The site is located within Seismic Zone 4, which can be related to an "effective" peak acceleration of 0.40g, or a peak acceleration of 0.60g.

5.2 Ground Rupture

A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**.

5.3 Liquefaction

Soil liquefaction is the loss of soil strength due to increased pore water pressures caused by a significant ground shaking. Liquefaction typically consists of the re-arrangement of the soil particles into a denser condition resulting, in this case, in localized areas of settlement, sand boils, and flow failures. Areas underlain by loose to medium dense soils where groundwater is within 40 to 50 feet of the surface are particularly susceptible when subject to ground accelerations such as those due to earthquake motion. Groundwater at the site is greater than 50 feet is depth; therefore, the potential of liquefaction affecting site development may be considered as low.

5.4 Geologic Lineament Analysis

For this investigation, a geologic lineament analysis was performed. This analysis included review of the referenced aerial photographs pertinent to the site. Based on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed.

The site and surrounding areas have been farmed for over 50 years. Aerial photographs were not available prior to the observed farming activities. Therefore, the use of aerial photographs to evaluate geologic lineaments in the vicinity of the site was limited.

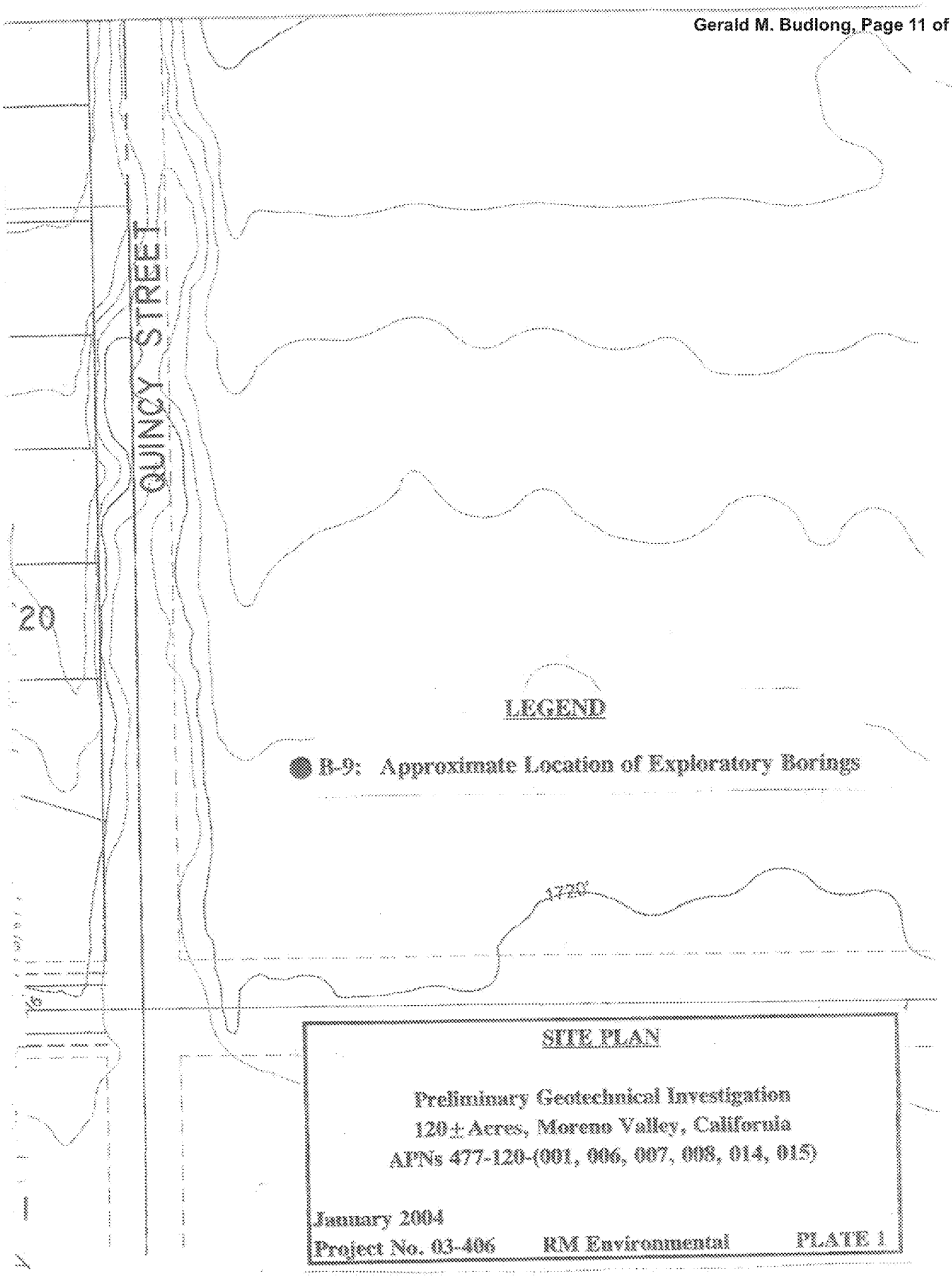

SITE PLAN

Preliminary Geotechnical Investigation
120± Acres, Moreno Valley, California
APNs 477-120-(001, 006, 007, 008, 014, 015)

January 2004
Project No. 03-406 RM Environmental PLATE 1

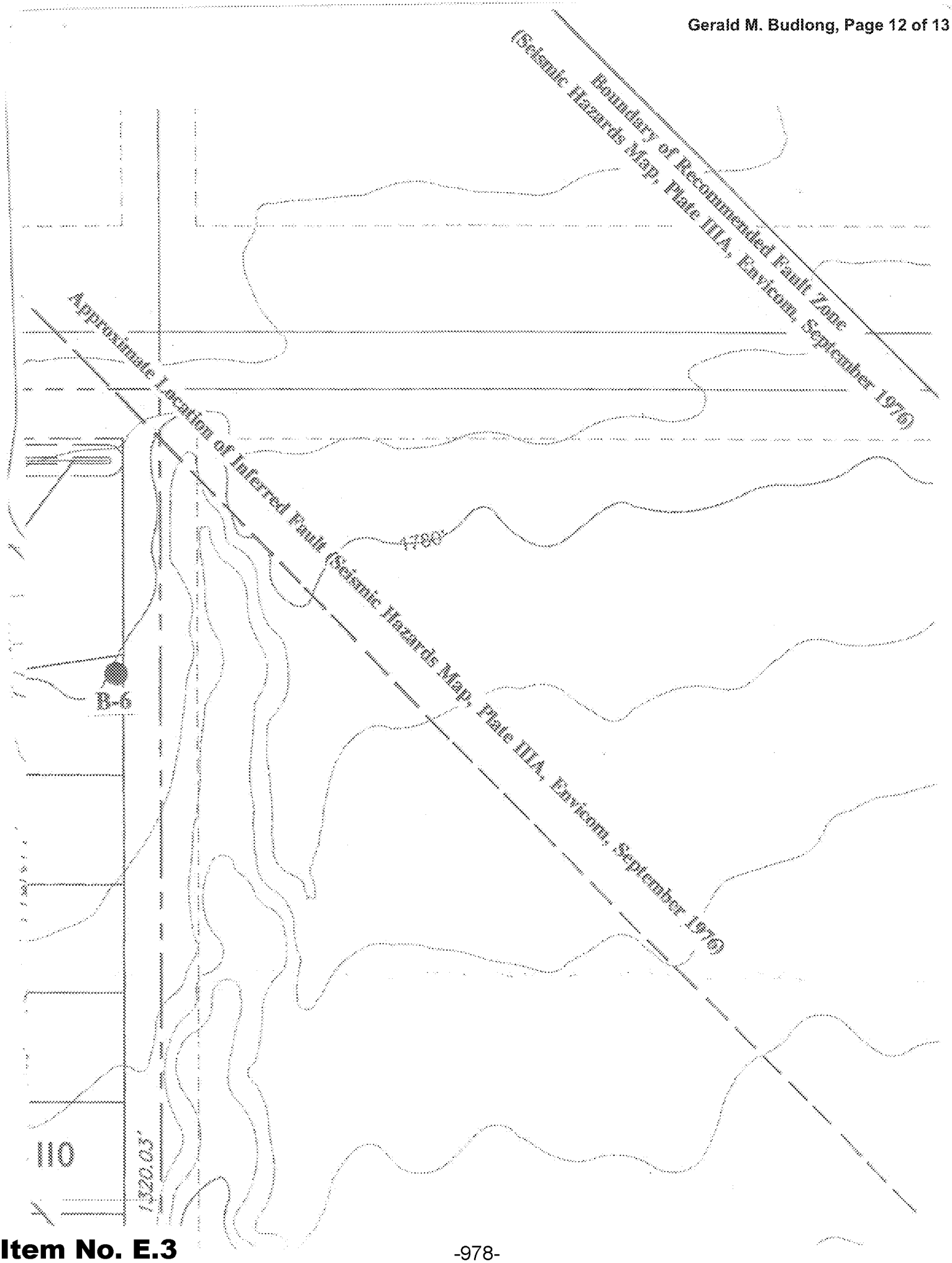
Boundary of Recommended Fault Zone
(Seismic Hazards Map, Plate IIIA, Earthcom, September 1976)
Approximate Location of Inferred Fault (Seismic Hazards Map, Plate IIIA, Earthcom, September 1976)
1780'
B-6
110
1320.03'

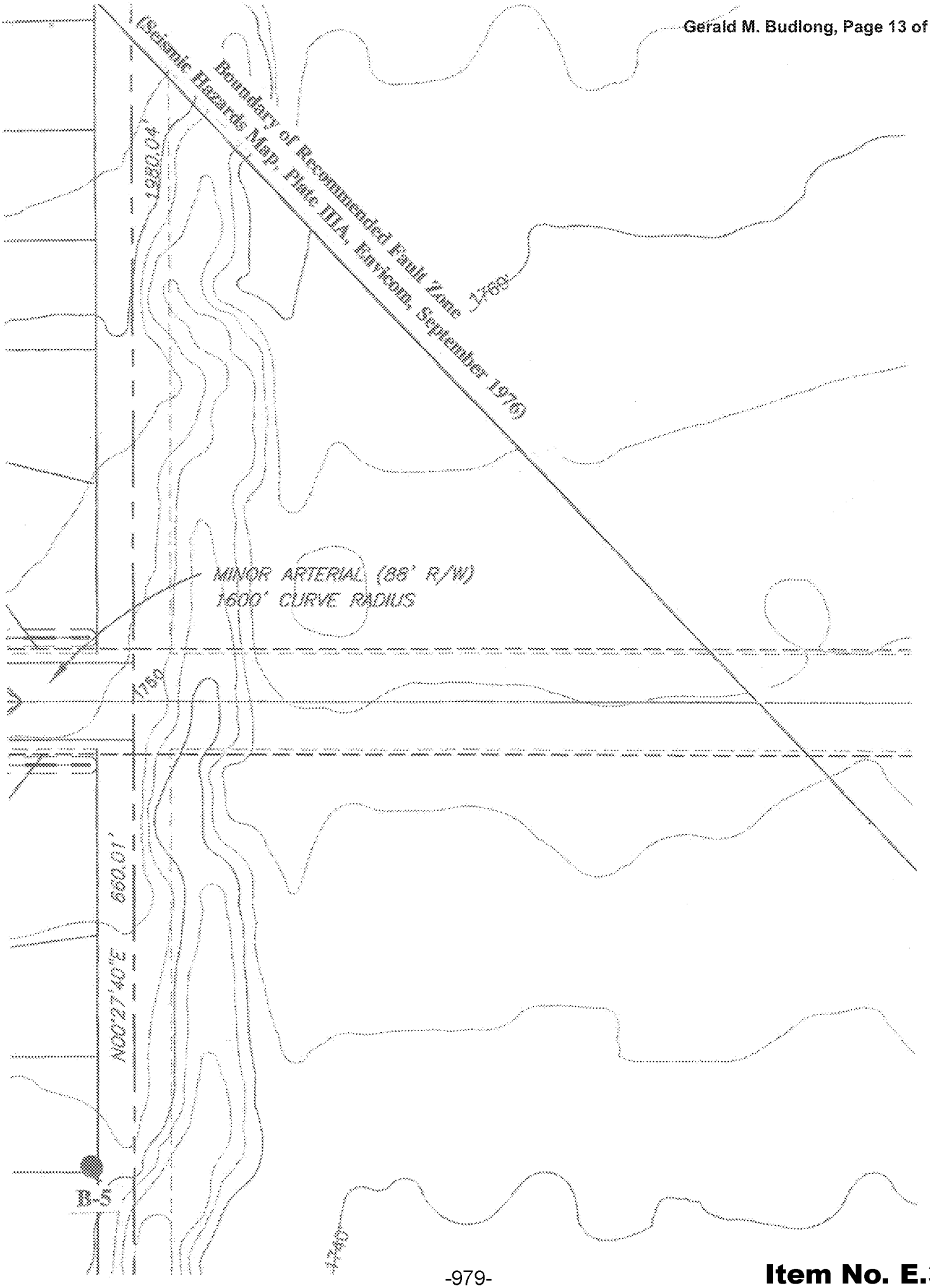
Boundary of Recommended Fault Zone
Seismic Hazards Map, Plate IIIA, Harrison, September 1976
1920.04'
1769'
MINOR ARTERIAL (88' R/W)
1600' CURVE RADIUS
1760
660.01'
N00°27'40"E
1740

Item No. E.3

GERALD M. BUDLONG
CITY OF MORENO VALLEY ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD MEMBER

Letter dated December 2, 2010

Response GB-1

The process of reproducing maps and plans at the size required for inclusion in the Draft EIR generally involves a substantial reduction from larger source documents. Where feasible, distances are indicated within the Draft EIR's illustrations; however, for accurately scaled plans, the reader is referred either to the document's Technical Appendices, or to full-sized copies of plans and maps available at the City of Moreno Valley Planning Department.

Response GB-2

The commentor correctly describes the Project Geotechnical Investigation (prepared by Southern California Geotechnical in January 2007, and included in its entirety as Draft EIR Appendix H), and its scope of services, which included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide recommendations in regard to building design criteria, site preparation, and construction. The Project Geotechnical Investigation was not intended to provide an environmental evaluation of the Project site; rather, the Phase I Environmental Site Assessment (Project ESA), included in Draft EIR Appendix I, addresses other environmental conditions affecting the Project site.

Both the Project ESA and the Geotechnical Investigation reference a fault study for a portion of the Project site that was prepared prior to the proposed Project application. The *Preliminary Geotechnical Investigation and Fault Study for the Proposed 31-1/2-Acre Residential Development, South of SR-60 and West of Redlands Boulevard, Assessor's Parcel Numbers 477-120-004 and 477-120-005, Moreno Valley, California (Project No. I05876-10)* was prepared by LGC Inland, Inc. (LGC) on September 12, 2005. The LGC Fault Study

states that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." A detailed fault study was not prepared, because it was determined unnecessary based upon Southern California Geotechnical's review of the LGC Fault Study along with other mapping of the Project site (detailed in the following Response GB-4), and their on-site reconnaissance, which found no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas).

Response GB-3

The LGC report is available through the Lead Agency (a copy is available at the Planning Department), and was considered incorporated by reference into the Project Geotechnical Investigation. As discussed in the preceding Response GB-2, because no evidence of faulting or other geologic hazard was identified in this report, it was not determined necessary for inclusion.

Response GB-4

In addition to the LGC report referenced in the preceding Responses GB-2 and GB-3, several geologic maps were used as points of reference in the preparation of the Project Geotechnical Investigation. These include the following:

- Geologic Map of the Sunnymead 7.5' Quadrangle, Riverside County, California, by Douglas M. Morton and Jonathan C. Matti, 2001;
- Geologic Map of the Sunnymead/South ½ of Redlands Quadrangles, San Bernardino and Riverside County, California, by Thomas W. Dibblee, Jr., 2003;
- Alquist-Priolo Earthquake Fault Zones Map of the Sunnymead Quadrangle; and
- Riverside County Land Information System – Fault Zone Map.

Copies of these maps are included on the following pages for ease of reference, and have also been incorporated in Final EIR Section 2.0, Revisions and Errata.

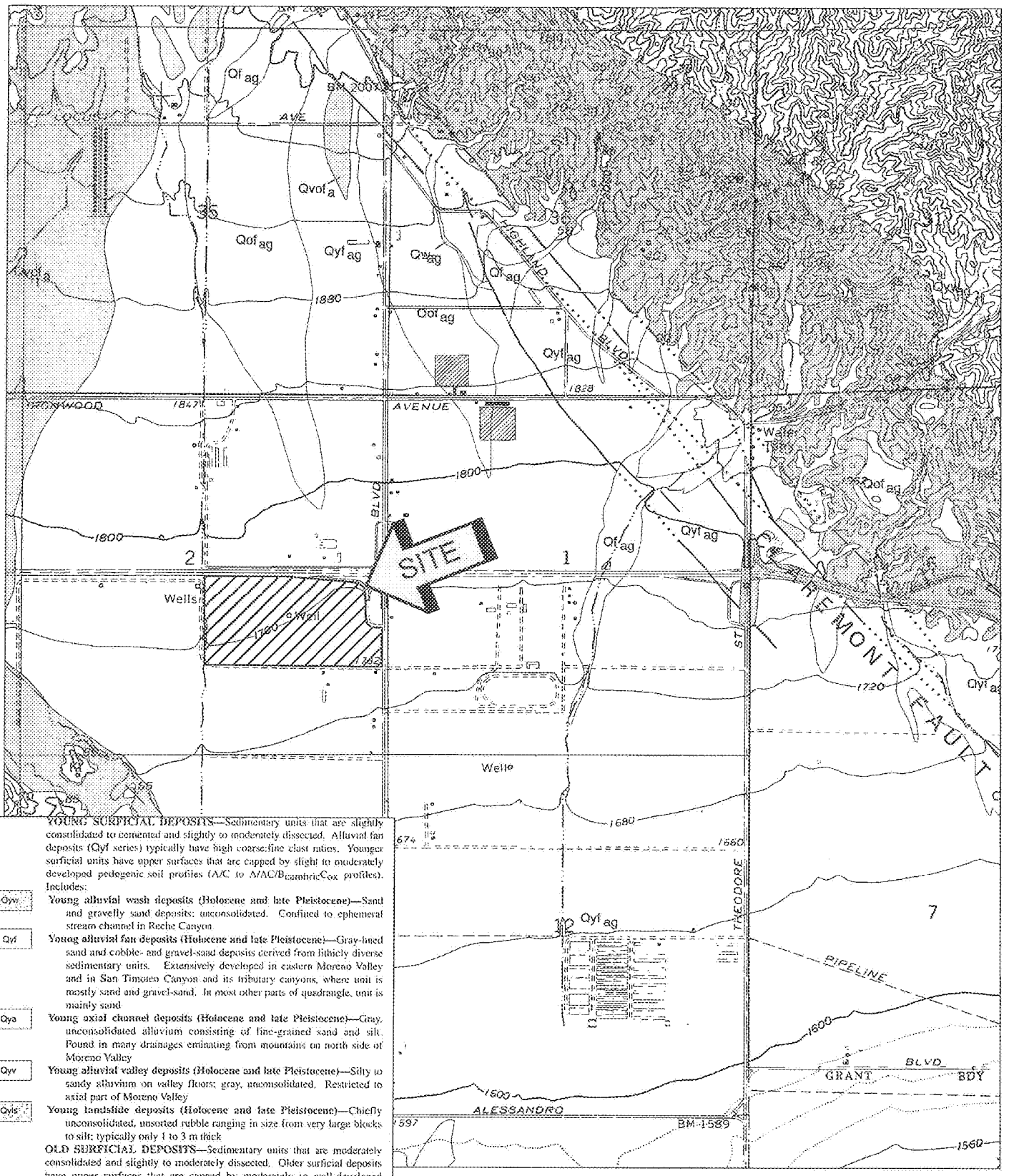

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to $A/AC/B_{cambric}C_{ox}$ profiles). Includes:

Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.

Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.

Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.

Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.

Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils ($A/AB/B/C_{ox}$ profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00113234

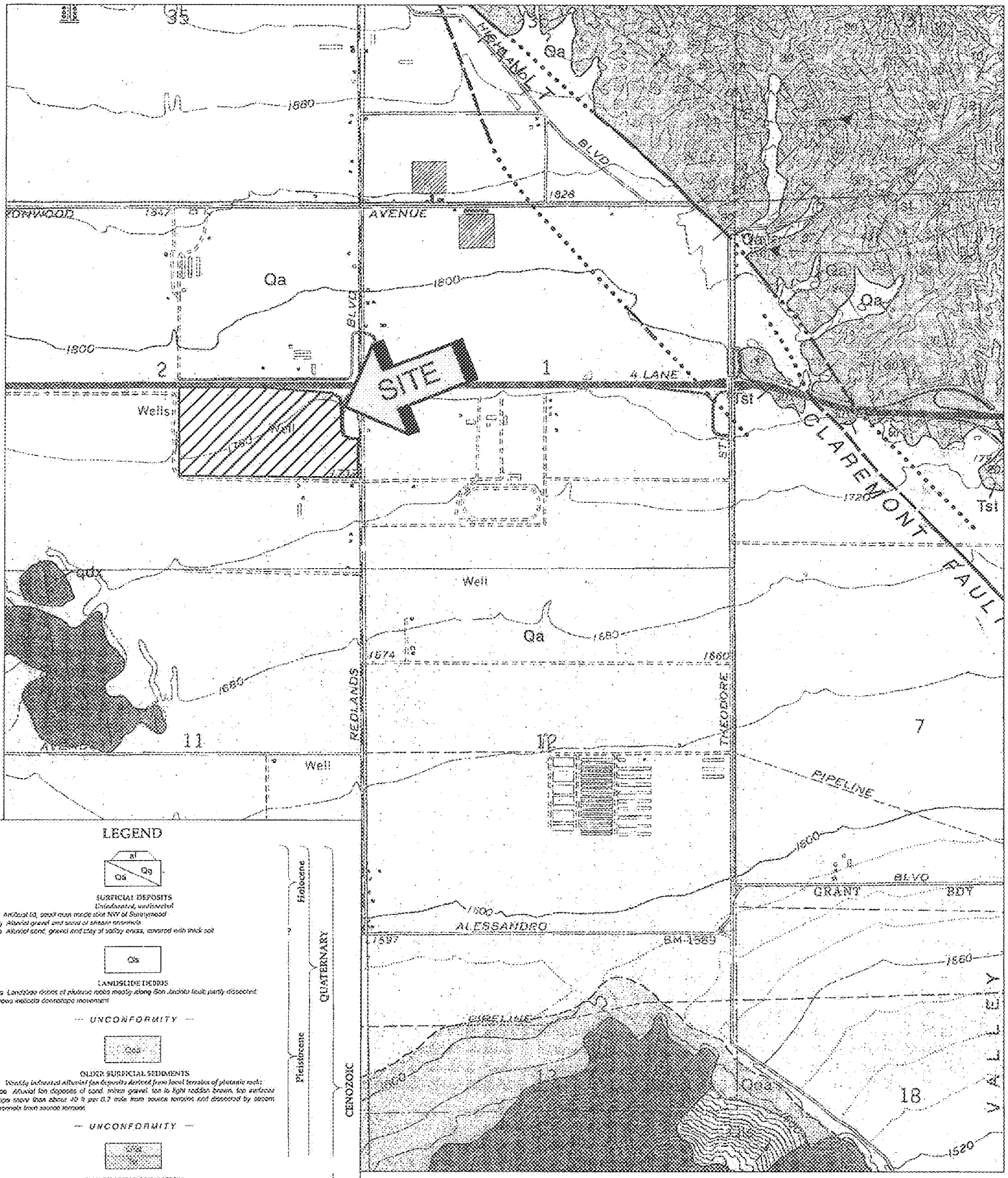

LEGEND

SURFICIAL DEPOSITS
Unconsolidated, undissected

af *Artificial fill, small mass made due NW of Sunnymead*
Qg *Alluvial gravel and sand of stream channels*
Qa *Alluvial sand, gravel and clay of valley areas, covered with thick soil*

LANDSLIDE DEBRIS
Qls *Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement*

— UNCONFORMITY —

OLDER SURFICIAL SEDIMENTS
Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:
Qoa *Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, top surfaces slope more than about 40 ft per 0.7 mile from source terraces and dissected by stream channels from source terraces*

— UNCONFORMITY —

SAN TIMOTEO FORMATION
(San Timoteo Sets of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1954), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); whole part referred to be of Pliocene age (Morton and Miall, 2004)
QTst *Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone, tentatively (?) overlain by Qoa in this quadrangle*
Tst *Main part (pebble part of Morton and Miall, 2004), lithologically similar to upper part, within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle*

Holocene
Pleistocene
QUATERNARY
Pliocene
TERTIARY
CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00113235

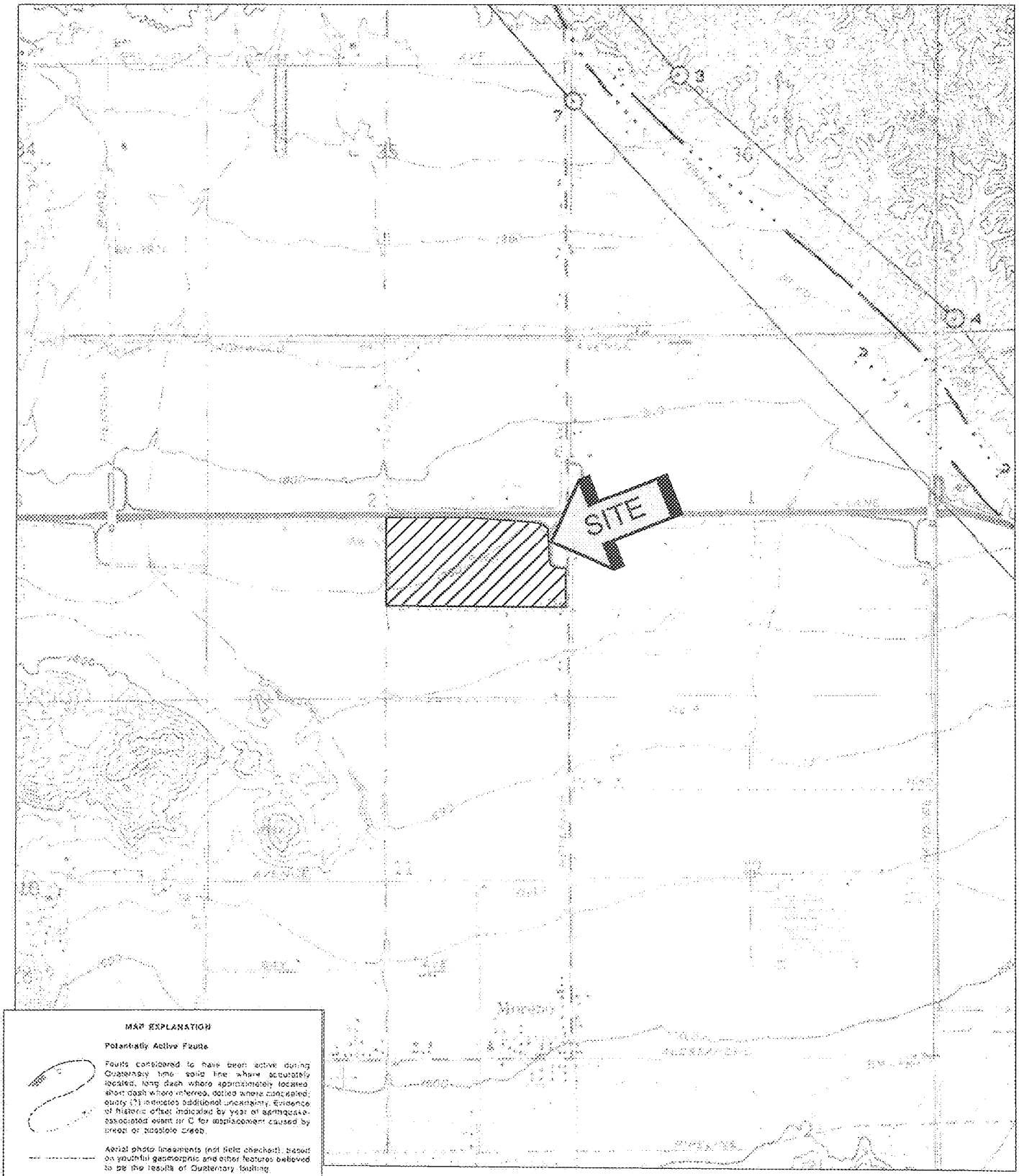

MAP EXPLANATION

Potentially Active Faults

Faults considered to have been active during Quaternary time: solid line where accurately located, long dash where approximately located, short dash where inferred, dotted where concealed; query (?) indicates additional uncertainty. Evidence of historic offset indicated by year of earthquake-associated event or C for displacement caused by creep or possible creep.

Aerial photo lineaments (not field checked), based on youthful geomorphic and other features believed to be the results of Quaternary faulting.

Special Studies Zone Boundaries

These are delineated as straight-line segments that connect consecutively numbered turning points so as to define one or more special studies zone segments.

Seaward projection of zone boundary

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'	
DRAWN: DRK CHKD: JAS	
SCG PROJECT 09G285-2	
PLATE 3	

SOUTHERN CALIFORNIA GEOTECHNICAL

FAULT ZONES
03/16/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00113237

Response GB-5

As noted on Page 9 of the Project Geotechnical Investigation (Draft EIR Appendix H), "The 1997 UBC/2001 CBC Design Parameters have been generat[ed] using UBCSEIS, a computer program published by Thomas F. Blake (January 1998)." It is assumed that the fault parameters were not available for the Casa Loma fault at the time the UBCSEIS program was published.

It may be noted that the building code has changed since the Project Geotechnical Investigation was issued. New development must now be designed in accordance with the requirements of the incumbent edition of the California Building Code (CBC). The CBC provides procedures for earthquake resistant structural design that includes considerations for on-site soil conditions, occupancy, and the configuration of the structure including the structural system and height. The seismic design parameters are based on the soil profile and the proximity of known faults with respect to the subject site. The 2007 CBC Seismic Design Parameters are now generated using *Earthquake Ground Motion Parameters*, a software application developed by the United States Geological Survey (USGS). This software application, available at the USGS website, calculates seismic design parameters in accordance with the 2007 CBC, utilizing a database of deterministic site accelerations at 0.01 degree intervals. Since the UBCSEIS is no longer used to calculate the seismic design parameters for the proposed development, it is not considered relevant that the Casa Loma fault is not listed in the UBCSEIS database.

Please refer to the following Response GB-7 in regard to the referenced Preliminary Geotechnical Investigation for the property westerly adjacent to the Project site, prepared by RM Engineering.

Response GB-6

Please refer to the geologic maps referenced as part of the preceding Response GB-4.

Response GB-7

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering (RME) is acknowledged. The site addressed by this report is located westerly adjacent to the Project site. Although RME recommended that a fault investigation be conducted prior to development within the portion of the site within the zone designated by the Riverside County Seismic Safety Element (Envicom, 1976), RME provided no data or evidence that an active fault was located on the site or adjacent sites. In fact, RME performed a geologic lineament analysis and concluded (on Page 6 of the referenced report) that, "[b]ased on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed." The recommendation by RME to perform a fault study was solely based on the Envicom report.

As referenced in the Project Geotechnical Investigation, Southern California Geotechnical reviewed the LGC report referenced in the preceding Response GB-2. LGC performed a fault study in the southeast portion of the Project site. The fault trench was approximately 400 feet in length and trended S48W (perpendicular to the projection of the nearest faults). The trench was excavated to a maximum depth of approximately 14 feet. LGC stated that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." It should also be noted that no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas) were observed on the subject site at the time of the original geotechnical investigation. In addition, the two geological maps presented as part of the preceding Response GB-4 (Plates 1 and 2) indicate that the closest fault to the subject site is the Claremont Fault Section of the San Jacinto Fault Zone, located 3,700 feet northeast of the site. The mapped active portion of the Casa Loma fault is located approximately 4.5 miles southeast of the Project site.

The Project site is not located within an Alquist-Priolo Earthquake Fault Zone (Plate 3), nor is it located within a Riverside County designated fault zone (Plate 4). Based on

information from the previous LGC report and published geologic maps, it is not considered likely that the Casa Loma fault, located more than four miles southeast of the Project site, would cause on-site surface rupture.

Response GB-8

Applied Planning utilized the Project-specific Geotechnical Investigation provided in the Draft EIR, and its assessment of on-site conditions.

Response GB-9

As detailed in the preceding Response GB-7, despite the commentor's assertions to the contrary, as documented in the Project-specific Geotechnical Investigation, there is no indication that the Project building footprint will overlay any active fault, nor is there evidence of potential fault rupture.

Response GB-10

The Draft EIR's description of major scenic resources is focused primarily on those views that would be potentially affected by the Project. It may be noted that, on Draft EIR Page 4.9-3, the reader is referred to Draft EIR Figure 4.9-1, which is based on an exhibit from the Moreno Valley General Plan. This figure does indicate views of the San Jacinto Wildlife Preserve among the City's major scenic resources. As can also be seen from this figure, the San Jacinto Wildlife Area is located approximately 3.5 miles to the southeast of the Project site. Although not identified in the illustration, the California Department of Fish and Game (http://www.dfg.ca.gov/lands/wa/region6/sanjacinto/maps.html) identifies Mystic Lake as being located adjacent to the eastern boundary of the San Jacinto Wildlife Area.

Response GB-11

As noted on Draft EIR Page 4.9-3, Figure 4.9-1 is the Draft EIR is a reproduction of Moreno Valley General Plan Figure 5.11-1, and as such, reflects the labeling used in the General Plan.

Response GB-12

The Draft EIR acknowledges, on Page 4.9-10, that the Project site lies within an established view corridor adjacent to the SR-60, and that SR-60 has been locally designated in the Moreno Valley General Plan as a scenic route. Primarily on this basis, the Project was found to have a substantial adverse effect on a scenic vista, which is considered a significant and unavoidable impact. The CEQA thresholds differentiate effects on a "scenic vista" from potential impacts to "scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway." Although SR-60 has not been designated as a "State scenic highway," its local importance has been acknowledged in the Draft EIR.

Response GB-13

The Draft EIR acknowledges that the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact.

Response GB-14

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering is acknowledged.

From: Rachel Lopez [rachel.lopez@ccaej.org]
Sent: Monday, December 06, 2010 2:19 PM
To: Jeffrey Bradshaw
Subject: Project Description 105-131
Environmental Impact Analysis 132-135

Land Use and Planning 136-169

Air Quality 261-372

Noise 373-401

This is in response to the Project # 105-131.

Mitigations for the cumulative exposure from projects that have already been approved and those that are in the process of being will have a significant effect on traffic and diesel exposure to residents within the impacted area and fall short of lowering the impacts to residents in close proximity of these projects. How can you mitigate this to include the other projects impacts. CCA-1

The Environmental Impact Analysis does not indicate or give a true picture of projected truck trips taking into account the other projects and the new Sketchers project. What types of mitigation are being initiated for these projects when they reach full capacity and are taken into account. The noise impacts to the surrounding community and its residents must also be mitigated especially with the additional projects that are in the planning process. What will those mitigations look like on a cumulative level. CCA-2

There must be in the mitigation of this project stipulations from the projected/future tenants that only 2010-compliant truck fleet cleanest trucks be allowed into the facility and create incentives or a schedule to phase in a clean truck fleet. The project should also consider other alternatives which might be to consider alternatives such as a portion of the fleet might be retrofitted or repowered and be phased in over a period of time which could reduce the air quality health risks and may be more economically feasible. CCA-3

Cumulatively Significant and Unavoidable for PM10, PM2.5, VOC and NOx exceedances; and long term VOC and *NO exceedances* this phrase is repeated several times in the Draft EIR we must not continue to approve projects in our communities that continue to impact our residents with health risks that can be avoidable with mitigation that should be implemented even before projects are proposed for review. The fact that we see unavoidable and significant in the EIRs is great concern that these projects will continue to be approved with overriding considerations or approved regardless of the impacts to existing or future residents. CCA-4

There are designated proposed residential projects being proposed along side these industrial facilities with no significant buffer areas dedicated. The SCAQMD and the Air Resources board indicate a buffer zone of not less than 1,000 ft. between a sensitive receptor and a diesel source. These issues must be addressed and mitigated with what ever means are available to the lowest levels possible with **sufficient buffer zones of not less than 1,000** to lessen those impacts. The DEIR have buffers of 250 or 300 how can the developer include/mitigate buffer zones of 1,000 ft. CCA-5

Rachel Lopez

Community Organizer

Center for Community Action and Environemtal Justice

Centro de Accin Comunitaria y Justicia Ambiental

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CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE
RACHEL LOPEZ

Email Dated December 6, 2010

Response CCA-1

The commentor expresses concern regarding the cumulative effects of the Project's contributions to impacts from traffic and diesel emissions when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 discrete related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis"). Additionally, the cumulative analysis reflects generalized disaggregated regional growth not otherwise attributable to specific development proposals.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response CCA-2

As noted in the preceding Response CCA-1, the Draft EIR did consider the effects of cumulative projects including potential cumulative truck trips, including the Highland Fairview ("Skechers") project.

With specific regard to truck traffic, estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor. Vehicular noise impacts from all Project and cumulative traffic are also addressed in the DEIR, and are determined to be less-than-significant. Please refer to DEIR at Pages 4.4-21 through 4.4-23; and 5-14 through 5-17.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour intersection passenger car equivalent (PCE) traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of

mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the

required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

Mitigation that addresses identified cumulative impacts was provided in the Draft EIR, and has been incorporated in the Project's Mitigation Monitoring Program, included in Final EIR Section 4.0. It is further noted that other development projects are required to address their own specific impacts, and projects subject to CEQA EIR mandates are also required to address cumulative impacts. In this regard, cumulative impacts are likely

overstated as these estimated impacts do not necessarily reflect or assume mitigation applied by other projects within the affected cumulative impact area.

Response CCA-3

The commentor expresses concern about emissions from diesel trucks associated with the Project. Mitigation Measure 4.3.13 has been revised to incorporate the following requirement.

> ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
>
> ***• Use of fleet vehicles conforming to 2010 air quality standards or better.***

These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

Response CCA-4

The commentor correctly reflects the Draft EIR's finding that the Project would have a cumulatively significant air quality impact in regard to the referenced criteria pollutant exceedances (temporary construction-related PM_{10}, $PM_{2.5}$, VOC and NOx exceedances; and long-term operational VOC and NOx exceedances). The commentor's opinions regarding the possible approval of the Project with overriding considerations will be forwarded to decision-makers for their consideration.

Response CCA-5

As acknowledged in the Draft EIR (Pages 4.1-7 through 4.1-9), currently undeveloped properties to the south of Fir (future Eucalyptus) Avenue, and to the west of the Quincy Channel are designated for residential uses. Despite the commentor's assertion to the

contrary, the City has no currently active proposals for residential development on any parcels adjacent to the Westridge Commerce Center Project site.

The 1,000 foot buffer zone referenced by the commentor has been offered by the California Air Resources Board as a planning guideline, to be implemented in cases where site-specific analysis has not been conducted.[4] In the case of the Westridge Commerce Center Project, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

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[4] Please refer to the CARB *Air Quality and Land Use Handbook: A Community Health Perspective,* April 2005, Page ES-2, at the following website: http://www.arb.ca.gov/ch/handbook.pdf.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24-hour exposure for a 30- or 70- year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

From: Paul Claxton [paul1960@verizon.net]
Sent: Sunday, December 05, 2010 10:02 AM

To: Jeffrey Bradshaw

Subject: Moreno Valley Warehouses/Ridge Project

I am concerned about the efforts to rush into construction the millions of square feet worth of warehouses in the east end of Moreno Valley. These projects can do nothing positive to the natural environment of the area. My biggest concern is turning Moreno Valley into another Ontario with hundreds of diesel trucks lumbering down our roads spewing pollution, creating noise, and traffic. That additional traffic will add to commute times creating additional pollution. The 60 freeway east of this project is not contusive to big rig traffic. I've been a resident here for just nine years and I intentionally bought on the more rural east side to avoid the traffic of the 215 freeway. This project drives a stake into the heart of the city. I'm planning on leaving to seek a better managed city. PC-1

Paul Claxton
Moreno Valley CA

PAUL CLAXTON

Email Dated December 5, 2010

Response PC-1

The commentor's general concerns regarding the Project's location and the cumulative impacts of the Project when combined with other vicinity projects are noted. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A thorough discussion of the cumulative impacts is presented at Draft EIR Section 5.1.

Similarly, the commentor's generalized concerns regarding the increased traffic, air quality and noise impacts are discussed in the EIR. Specifically, traffic impacts are addressed in Draft EIR Section 4.2, air quality impacts at Draft EIR Section 4.3 and noise impacts at Draft EIR Section 4.4.

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

COMMENTS AND QUESTIONS REGARDING THE DEIR AND LAND USEAGE IN GENERAL FOR WESTRIDGE COMMERCIAL CENTER, A.K.A. "THE RIDGE PROJECT"

Stephen Crews, Moreno Valley, CA

1. It is evident from current zoning, that lands designated commercial south of SR60, from Moreno Beach Dr. to Redlands Blvd., including land devoted for the Westridge Center, do not extend southerly for a great distance, and thus any commercial development there is not intended as a part of an extensive commercial region. In fact, for this reason, it appears this land serves as a buffer for the residentially zoned areas to the south. Thus, it is incumbent on planners and developers to ensure that properties developed in these commercially zoned areas are in keeping with aesthetics, appearance, landscape, geographic culture, and the sentiments of future residents of the predominant land use in the area, residential. This warehouse structure, with its massive edifice and size could not possibly conform to nor compliment Rancho Belago, "the land of ranches and lakes". SCR-1

   Has any consideration been given to the degradation of future residential developments in the area by the construction of an eyesore across the street?

2. One can only presume that there is a cumulative effect of air pollution from SR60, diesel trucks on the site of Westridge, and those travelling on nearby surface streets, as well as these types of contributors to air pollution from future similar developments along the freeway, and that this would have a deleterious effect on the health of citizens residing in residential neighborhoods. SCR-2

   Has this been taken into consideration, and wouldn't it be advisable to restrict commercial land use to less concentrated populations of heavy polluters, such as diesel trucks?

3. **The proposed project sits on the mouth of the entrance into the badlands heading east on SR 60, a highway that is essentially a rural route at this point, and one that is treacherous for traffic. At what point does the added introduction of truck traffic become dangerous? The route on SR60 west is extremely congested and practically at a standstill, caused by the incompletion of recent freeway construction, growth, and lack of capacity. At what point does the introduction of further truck traffic become untenable?** SCR-3
4. **The local surface roads and overpasses servicing the area of the project are dilapidated and are residential in nature. Will roads be brought up to standards, and who will pay for the inevitable degradation of heavy wear trucks cause on roads, with the potential of harm to automobile motorists?** SCR-4

STEPHEN CREWS

Letter Dated December 6, 2010

Response SCR-1

The commentor expresses an opinion regarding the land use designations (and the conformation of the proposed Project with the intent of those designations) of the properties located south of the SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

The commentor also expresses concern regarding the consideration of nearby residential uses. It is assumed that, in this instance, the commentor is referring to aesthetic consideration. Indeed, the Draft EIR contains a detailed analysis of the Project's aesthetic attributes and impacts within Section 4.9. Specifically, the analysis examined whether the Project would:

- Have a substantial adverse effect on a scenic vista;
- Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway;
- Substantially degrade the existing visual character or quality of the site and its surroundings; or
- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

As supported by the analysis, the Project would obstruct views of off-site scenic resources, and would therefore have a substantial adverse effect on a scenic vista. This is a significant and unavoidable impact. All other potential aesthetic impacts of the

Project were determined to be less-than-significant. The commentor is also referred to Figures 4.9-2 through 4.9-8 of the Draft EIR, which illustrate line of sight and view simulations of the Project.

Response SCR-2

The commentor expresses concern regarding the cumulative effects (air pollution) of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, eleven (11) distinct related projects were included within the Draft EIR cumulative analysis.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Cumulatively significant air quality impacts are summarized at DEIR Page 1-18, 1-19 and are discussed at DEIR pages 5-12 through 5-14.

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

Response SCR-3

The commentor characterizes location of the Project "on the mouth of the entrance into the badlands heading east on SR-60." Location of the Project and proximity of the badlands are noted in the Draft EIR:

> 3.2 PROJECT LOCATION AND BOUNDARIES
>
> The Project site is located in the eastern portion of the City of Moreno Valley, in western Riverside County. Please refer to Figure 3.2-1, "Regional Location." The Project will be developed within a 54.66-acre site, which is located near the SR-60/Redlands Boulevard interchange. The site is bounded by SR-60 to the north, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east. Please refer also to the Project site aerial, Figure 3.2-2, "Project Vicinity" (Draft EIR Page 3-1).
>
> General Plan Final EIR Figure 5.11-1, "Major Scenic Resources," reproduced in this Draft EIR as Figure 4.9-1, indicates the Project site is located along the SR-60 scenic corridor. The Badlands area, located approximately one mile to the north, and the Mount Russell foothills and associated rock outcroppings, located approximately two miles southerly of the site (Draft EIR Page 4.9-3).

The commentor offers that SR-60 "is essentially a rural route at this point, and one that is treacherous for traffic."

Existing and programmed SR-60 configurations proximate to the Project are accurately and appropriately described in the EIR:

Regional Access

State Route 60 (SR-60), adjacent to the Project site's northerly boundary, provides regional access to the subject property and vicinity. Connection to SR-60 is provided via Redlands Boulevard, located less than one-quarter mile east of the Project site. The Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. These interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. As demonstrated in the analysis presented in this Section, with implementation of the improvements identified subsequently (and in the Project TIA, EIR Appendix B),the existing rural interchange at Redlands Boulevard and the SR-60 will accommodate existing and anticipated future traffic, including Project-related traffic, at Opening Year and beyond. The upgrade of this interchange is included as part of the regional Western Riverside County TUMF improvement program.

The commentor provides no supporting evidence indicating any substantive potential safety concerns along the segment of SR-60 proximate to the project site. Moreover, Caltrans, the Responsible Agency for actions and projects affecting SR-60, has not suggested or indicated any significant safety issues for this segment of highway (Draft EIR, Page 4.2-8).

In response to the commentor's concerns regarding traffic on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these

impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

The commentor also provides opinions regarding traffic and safety along SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

Response SCR-4

The commentor expresses concern regarding the nature and condition of vicinity roadways. Section 3.0, "Project Description" of the Draft EIR includes a complete list of roadway improvements to be implemented by the Project. Roadway improvements to be implemented by the Project prior to issuance of the first Certificate of Occupancy are summarized below:

- Fir Avenue (future Eucalyptus Avenue) will be constructed to its ultimate half-section width (one-half of 104-foot right-of-way section improvements pursuant to City Standard No. 104B) as an arterial roadway from the westerly Project boundary, extending to Redlands Boulevard to the east. Signalization and turn lane improvements will be provided at the intersection of Fir Avenue (future Eucalyptus Avenue) at Redlands Boulevard consistent with City standards and requirements. At the westerly terminus of Fir Avenue (future Eucalyptus Avenue), full cul-de-sac improvements will be provided to allow for vehicle turnaround.

- An auxiliary lane along the westerly side of Redlands Boulevard will be constructed between Fir Avenue (future Eucalyptus Avenue) and the SR-60 eastbound off-ramps.

- The proposed public street (Street "A") at the Project's easterly boundary will be constructed to its ultimate half-section width (one-half of 78-foot right-of-way section improvements pursuant to City Standard No. 106) as an industrial collector roadway from the proposed northern terminus of the road to Fir Avenue (future Eucalyptus Avenue) in conjunction with development. Full improvements will be provided at the cul-de-sac "bulb" to allow for vehicle turnaround.

All roadway improvements proposed by the Project will conform with City engineering standards thereby reducing future maintenance responsibilities for these improvements. The Project will contribute fees and tax revenues to the City that may be directed to the repair and maintenance of area roads.

More specifically, the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements.

FRIENDS OF THE NORTHERN SAN JACINTO VALLEY
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6 December 2010

Via e-mail: Jeffreyb@moval.org

Mr. Jeff Bradshaw, Associate Planner
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552-0805

Dear Mr. Bradshaw:

Re: Westridge Commerce Center Draft Environmental Impact Report (DEIR)—State Clearing House Number 2009101008

The Friends of the Northern San Jacinto Valley are a local conservation group dedicated to preserving and protecting the Northern San Jacinto Valley, the San Jacinto Wildlife Area, and Mystic Lake. We are a 501(c)(3) organization. Since 1991, we have sponsored monthly nature walks at the wildlife area, reviewed and commented on numerous environmental documents, attended community events to share information about the wildlife area, and we have a long history of supporting public land acquisition at the San Jacinto Wildlife Area.

We have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center and are very discouraged by the poor quality of the environmental document. To a great extent, the Draft EIR presupposes that the Moreno Valley Planning Commission and City Council will adopt a statement of overriding consideration for a number of the identified project impacts. This erroneous presumption allows the preparer of the California Environmental Quality Act (CEQA) document, Applied Planning, Inc., to avoid necessary consideration of feasible mitigation measures and to avert meaningful consideration of project alternatives to reduce or avoid significant environmental impacts. The Draft EIR incorrectly asserts that the following significant project impacts are unavoidable and the City's only prerogative is to make CEQA findings of overriding consideration. FNSJ-1

Aesthetics - Loss of Scenic Vista: Perhaps the most spectacular scenic vista from within the City of Moreno Valley is the view of Mystic Lake with the San Jacinto Mountains in the background which motorists can see while traveling east on Highway 60. This project proposes to block this scenic vista with the side of a warehouse building and summarily omits from consideration potential mitigation measures and a project alternative (Alternative Site) FNSJ-2

capable of avoiding or minimizing this aesthetic impact. The project proponents have the ability to buy land anywhere for this warehouse which will not be built until the have a tenant and this makes feasible several mitigation opportunities to avoid or lessen the loss of a scenic vista this project will incur. The pad level of the warehouse buildings is proposed to be 25 feet below the grade of Highway 60. *A project design mitigation measure limiting the building height to 25 feet would preserve the present scenic vista from the highway.* In our view, other building design mitigation measures are feasible and can be incorporated into the project to avoid or minimize the loss of this scenic resource. FNSJ-2 (cont'd)

Agriculture - Loss of Farmland of Local Importance: The Project will convert Farmland of Local Importance to nonagricultural uses and these losses will be cumulatively significant. The Draft EIR fails to consider mitigation for the loss of agricultural land this project will incur and merely dismisses mitigation measures included in the City's General Plan intended to stem the loss of agricultural land. Preservation can be a feasible means of reducing or eliminating the impact of agricultural land loss. The City's General Plan indicates agricultural lands subject to conversion can be mitigated through the purchase or transfer of development rights or the purchase of conservation easements. We believe the Loss of Agricultural lands of Local Importance must be thoroughly discussed and mitigated in the EIR. FNSJ-3

Air Quality: The project will generate long-term operational project emissions during operation that will exceed the South Coast Air Quality District's regional thresholds for a number of pollutants detrimental to community health. A recent Press-Enterprise newspaper article (September 11, 2008) indicates most of the cancer risk from Southern California air pollution is from diesel exhaust. The article also notes the Inland area still has the region's worst fine-particle pollution, which is linked to early deaths, heart attacks and, in children, stunted lung development. Diesel soot is the most toxic major ingredient of fine particle pollution. The Inland region is also recognized as having the worst ozone pollution, which causes nausea, fatigue and headaches, and aggravates asthma and other respiratory conditions. The project Draft EIR makes no attempt to mitigate or avoid these long-term operational emissions and instead asks the City Council to make findings of overriding consideration for this air quality impact. The Draft EIR fails to even consider feasible mitigation measures to reduce community exposure to these harmful long-term project pollutants. A feasible mitigation measure worthy of consideration would be for the developer and future warehouse tenant to commit to operating the facility with trucks equipped only with the latest air pollution abatement technology including diesel soot filters. Since Highland Fairview Corporate Center/Skechers project has been able to have 80% of all off-road heavy-duty construction equipment utilized during construction activity *certified as* CARB Tier III or better, your project and analysis must do at least as well. FNSJ-4

Climate Change and Greenhouse Gases: AB 32 requires that California's greenhouse gas emissions be reduced to 1990 levels by the year 2020. The Draft EIR indicates greenhouse gas emissions from the operation of the Westridge Commerce Center project will result in a significant and unavoidable impact to climate change because emissions will hinder or delay California's ability to meet the reduction targets contained in AB 32. The Draft EIR limits its consideration of emission reduction to on-site measures and will request the City Council make FNSJ-5

findings of overriding consideration for the project failure to achieve the reduction targets in AB 32. This approach is incorrect in that the CEQA analysis also needs to consider offsite mitigation remedies such as emission trading regimes and/or carbon sequestration to offset the emissions this project will generate. Given the urgency of climate change solutions, the project proponent's reliance on a finding of overriding consideration is misplaced. FNSJ-5 (cont'd)

THE EIR MUST ADEQUATELY ANALYZE AND MITIGATE AIR QUALITY IMPACTS

The EIR fails to adequately analyze and mitigate the significant impacts to air quality resulting from the project. Californians experience the worst air quality in the nation, with annual health and economic impacts estimated in at 8,800 deaths (3,000–15,000 probable range) and $71 billion ($36–$136 billion) per year (Cayan 2006). Ozone and particulate matter (PM) are the pollutants of greatest concern (maximum levels are about double California's air quality standards) and the current control programs for motor vehicles and industrial sources cost about $10 billion per year. In light of these underlying conditions it is critical that the air quality analysis be rigorous. The EIR is required to properly analyze the Projects' direct, indirect, and cumulative contribution to deteriorating air quality. FNSJ-6

A. SIGNIFICANT AIR QUALITY HAZARDS IN RIVERSIDE COUNTY

Riverside County has the dubious distinction of being one of the most polluted areas in the country. (American Lung Association 2005; American Lung Association 2008). The Project will directly result in an increase in construction emissions and vehicle trips per day which will increase the level of a broad number of criteria pollutants under the Clean Air Act. The Project will result in significant impacts to air quality that result from significant levels of emissions of Volatile Organic Compounds (VOCs), Nitrogen Oxides (NOx), Carbon Monoxide (CO), and Particulate Matter of 10 microns and 2.5 microns or less (PM10 and PM2.5). Increased diesel exhaust is particularly detrimental to long term human and lung health.

Ozone (O_3) is the chief component of the common pollutant known as "smog." Ozone is formed when emissions including reactive organic gases (ROG) and oxides of nitrogen (NOx) undergo photochemical reactions in sunlight and are transformed to O_3. Ozone irritates lung airways and causes inflammation much like a sunburn. Ozone causes wheezing, coughing, pain when taking a deep breath, and breathing difficulties during outdoor activities. The American Lung Association focuses on ozone as one of the most hazardous of the common air pollutants. (American Lung Association 2008). Repeated exposure to ozone pollution for several months may cause permanent lung damage. Children, the elderly, and those with respiratory problems are most at risk, but anyone who spends time outdoors may be affected. Even at very low levels, ozone triggers a variety of health problems including aggravated asthma, reduced lung capacity, and increased susceptibility to pneumonia and bronchitis. Ozone also interferes with the ability of plants to produce and store food, which makes them more susceptible to disease, insects, and weather, and damages the leaves of trees and plants, ruining the appearance of cities, national FNSJ-7

parks, and recreation areas. Ozone also reduces crop yields, and is, in fact, responsible for 98% of air quality related crop damage in California. A revised EIR must discuss the proposed project's production of ozone precursor emissions and the direct, indirect, and cumulative impact both on human health and on vegetation and wildlife habitat, especially habitat for threatened, endangered, and sensitive species.

Particulate matter (PM) is a category of pollutant which includes the respirable particles suspended in the the air. PM is classified into "coarse" particles, PM_{10}, or those under 10 microns in diameter, and "fine" particles, $PM_{2.5}$, or those under 2.5 microns in diameter, and comes from a variety of sources including diesel exhaust, windblown dust from agriculture and construction and motor vehicles. Because the human respiratory system's ability to filter out harmful particles decreases as particles size decreases, the smallest particles lodge deepest in the lungs and are especially dangerous. PM can contain at least 40 toxic chemicals including heavy metals, nitrates, sulfates, and aerosols, as well as soot, soil, and dust. FNSJ-7 (cont'd)

PM is associated with extreme health consequences. PM causes premature death, aggravates asthma, increases coughing, painful breathing, and chronic bronchitis, and decreases lung function. Lung inflammation caused by inhaling PM can also lead to changes in heart rhythm, constriction of blood vessels, blood coagulation, and increased risk of heart attacks. Unlike what is believed about some other air pollutants, there is no "safe" level of PM pollution: even very low levels of PM lead to health impacts. (EWG 2002 at 25). One study found that in Riverside County alone, 353 deaths per year are due to current PM10 levels, and 42,149 asthma attacks per year are due to current PM10 levels. (EWG 2002 at 19). The EIR's failure to address basic information on the link between air quality, health impacts, and impacts to biological resources render it inadequate. This and other information must be analyzed in a revised EIR so that the project's air quality impacts can be analyzed in the full environmental context.

B. THE EIR FAILS TO ADEQUATELY DESCRIBE THE PROJECT AND ENVIRONMENTAL SETTING

The EIR must provide a stable and accurate project description in order to properly inform decision makers and the public, as well as provide a proper basis for analysis of impacts and mitigation to address those impacts. Here the EIR fails to fully disclose and analyze the air quality impacts from diesel emissions. One of the project objectives is to "transition the existing site into a productive use" provided by over 900,000 square feet of industrial warehouse/distribution. (DEIR at 3-4). Presumably much of the transportation and traffic associated with industrial warehouse and distribution facilities will be diesel truck traffic, which poses a much greater threat to human health due to the carcinogenic effects of diesel exhaust and fine particulates associated with diesel emissions. However, the EIR fails to describe what types of vehicles will be accessing the facility, in what volumes, at what frequency, and during what times. The EIR must fully disclose the types of vehicles that will be associated with the Project because those different vehicles pose very different threats and must be analyzed and mitigated in different fashions. FNSJ-8

The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The Project is located across Fir Street from land that is zoned residential. The diesel trucks will enter and exit the project by using Fir and therefore will significantly impact future residents. Setting the building 250 feet back from these residential uses does not protect them from each and every diesel truck that enters and exit the Project. The direct, indirect and growth inducing impacts of this project have not been thoroughly analyzed – especially for the future residents immediately south of the project. The 2,000,000 sq. foot Highland Fairview Corporate Center/Skechers project and also the proposed 2,000,000 square foot ProLogis are on either side of this project and will also probably use Fir Street. The California Air Resources Board and others confirm that living close to high traffic and the associated emissions may lead to adverse health effects beyond those associated with regional air pollution in urban areas. (CARB 2005). Specifically, these studies found reduced lung function and increased asthma in children within 1,000 feet of heavy traffic. Id. In addition to the respiratory health effects, proximity to freeways increases potential cancer risk. Id. FNSJ-8 (cont'd)

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. The South Coast Air Quality Management District ("SCAQMD") includes in its list of sensitive receptors, residences, schools, playgrounds, childcare centers, convalescent homes, retirement homes, rehabilitation centers, and athletic facilities. Sensitive population groups include children, the elderly, and the acutely and chronically ill, especially those with cardiorespiratory diseases. Residential areas are also considered to be sensitive to air pollution because residents tend to be home for extended periods of time, resulting in sustained exposure to any pollutant present. The Project fails to adequately identify the number and their distance from the 240 daily (24-7) moving diesel trucks related to this project as well as that of ProLogis and Highland Fairview Corporate Center/Skechers.

C. THE EIR FAILS TO ADEQUATELY EXAMINE THE PROJECT'S HEALTH RISKS

The EIR air quality analysis fails to adequately address the Project's effect on the community's health. Although the DEIR acknowledges that proximity to roads is related to adverse health outcomes, including respiratory problems, the document fails to conduct this critical study of demonstrating what the qualitative or quantitative risk is associated to nearby residents as result of the Project. The Project can lead to increased rates of asthma, decreased, lung or cardiac function, and other threats, but there is no analysis of what that means for the regional residents or visitors. As with other important impact analyses it appears that the EIR authors use their failure to gather data as an excuse for their inability to document the Project's impacts. Such an approach violates the fundamental tenets of CEQA. Without this information, it is all but impossible to accurately and effectively gauge the severity and extent of the health', effects that would result from building the proposed Project. Again, the agencies have a duty to "painstakingly ferret out" the Project's impacts. *Envt'l Planning and Information Council of W.* FNSJ-9

El Dorado County v. County of El Dorado (1982) 131 Cal. App. 3d 350,357. It is critically important that the EIR emphasize the cumulative impacts of negative air quality and not simply dismiss those issues without thorough analysis and mitigation. FNSJ-9 (cont'd)

D. THE EIR FAILS TO ADEQUATELY ANALYZE AND IMPOSE MITIGATION MEASURES FOR SIGNIFICANT IMPACTS TO AIR QUALITY

In an attempt to subvert the procedural requirements of CEQA the EIR fails to adopt feasible mitigation measures that would have substantially lessened significant environmental impacts resulting from the Project. To effectuate its overarching purpose of reducing environmental harm, CEQA requires that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen" a Project's significant environmental effects. Pub. Res. Code § 21002; Guidelines 15021. CEQA's substantive mandate is clear, "each public agency shall mitigate or avoid the significant effects on the environment of projects that it caries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b) (emphasis added).. Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). FNSJ-10

There are numerous mitigation measures that could be adopted to reduce the significant air quality impacts associated with this project. Many of the mitigation measures outlined to reduce the significant impacts associated with greenhouse gas emissions can reduce criteria pollutants. Therefore the EIR should fully analyze all greenhouse gas and criteria pollutant mitigation measures in order to reduce the significant impacts to air quality, or describe why those mitigation measures are infeasible.

I. THE EIR MUST ADEQUATELY ADDRESS THE IMPACTS OF GLOBAL WARMING AND CLIMATE CHANGE

The Draft EIR must thoroughly evaluate alternatives and mitigation measures that would reduce the Project's greenhouse gas emissions. Curbing greenhouse gas emissions to limit the effects of climate change is one of the most urgent challenges of our time. Fortunately, the California Environmental Quality Act ("CEQA"), Cal. Pub. Res. Code §§ 21000 et seq., 14 Cal. Code Regs. § 15000 et seq. ("Guidelines"), set forth a clear and mandatory process to address the Project's greenhouse gas and global warming impacts. This letter sets forth how this analysis should be completed. FNSJ-11

A. THE EIR MUST ADDRESS THE IMPACT GLOBAL WARMING WILL HAVE ON THE PROJECT

Unfortunately, the EIR fails to address the impacts of global warming on the Project contrary to the requirements under CEQA. California's temperatures are expected to rise "dramatically" over the course of this century (Cayan 2007). These factors will impact the planned project, as well as exacerbate its own environmental impacts. Global warming will affect California's climate, resulting in such impacts as increased temperatures and wildfires, and FNSJ-12

a reduction in snowpack and precipitation levels and water availability. These factors will impact development under any Moreno Valley General Plan Update, as well as exacerbate its own environmental impacts. Therefore, these factors must be considered in the EIR. *See* Guidelines § 15126.2(a) (an EIR "shall also analyze any significant environmental effects the project might cause by bringing development and people into the area affected.") The EIR must use its best efforts to find out and disclose all it reasonably can about the impacts of climate change on the environment and—most importantly—use that information to form an educated opinion about how to plan and adapt for the impacts of climate change. (California Attorney General 2009). Examples of how global warming will impact development under the Moreno Valley General Plan and intensify the environmental impacts it will already have are discussed below. It is not an exhaustive list.

The rise in temperatures resulting from global warming will create a more conducive environment for air pollution formation (Cayan 2007). This will intensify the adverse effects the proposed project will already have on air quality in the project area and threaten residents' health (Cayan 2007).

Significantly for the state, as well as the project area, is global warming's impact on water supply. The IPCC specifically identified the American West as vulnerable, warning, "Projected warming in the western mountains by the mid-21st century is very likely to cause large decreases in snowpack, earlier snow melt, more winter rain events, increased peak winter flows and flooding, and reduced summer flows" (IPCC 2007b). Recently, researches found that an increase in atmospheric greenhouse gases has contributed to a "coming crisis in water supply for the western United States" (Barnett 2008). Using several climate models and comparing the results, the researches found that "warmer temperatures accompany" decreases in snow pack and precipitation and the timing of runoff, impacting river flow and water levels (Barnett 2008). These researchers concluded with high confidence that up to 60 percent of the "climate related trends of river flow, winter air temperature and snow pack between 1950-1999" are human-induced (Barnett 2008). This, the researchers wrote, is "not good news for those living in the western United States" (Barnett 2008). FNSJ-12 (cont'd)

The California Center on Climate Change has also recognized the problem global warming presents to the state's water supply and predicts that if greenhouse gas emissions continue under the business-as-usual scenario, this snowpack could decline up to 70-90 percent, affecting winter recreation, water supply and natural ecosystems (Cayan 2007). Global warming will affect snowpack and precipitation levels, and California will face significant impacts, as its ecosystems depend upon relatively constant precipitation levels and water resources are already under strain (Cayan 2007). The decrease in snowpack in the Sierra Nevada will lead to a decrease in California's already "over-stretched" water supplies (Cayan 2007). It could also potentially reduce hydropower and lead to the loss of winter recreation (Cayan 2007). All of this means "major changes" in water management and allocation will have to be made (Cayan 2007). Thus, global warming may directly affect the City's ability to supply clean, affordable water to the residents, or force the City to change how it will utilize water, and it may also impact other activities outside the project area, such as agriculture.

Scientists indicate that climate change will also exacerbate the problem of flooding by increasing the frequency and magnitude of large storms, which in turn will cause an increase in the size and frequency of flood events (NRDC 2007). The increasing cost of flood damages and potential loss of life will put more pressure on water managers to provide greater flood protection (NRDC 2007). At the same time, changing climate conditions (decreased snowpack, earlier runoff, larger peak events, etc.) will make predicting and maximizing water supply more difficult (NRDC 2007). These changes in hazard risk and water supply availability must be considered during environmental review.

Water quality, in addition to water quantity and timing, will also be impacted. Changes in precipitation, flow, and temperature associated with climate change will likely exacerbate water quality problems (NRDC 2007). Changes in precipitation affect water quantity, flow rates, and flow timing (Gleick 2000). Shifting weather patterns are also jeopardizing water quality and quantity in many countries, where groundwater systems are overdrawn (Epstein 2005). Decreased flows can exacerbate the effect of temperature increases, raise the concentration of pollutants, increase residence time of pollutants, and heighten salinity levels in arid regions (Schindler 1997). FNSJ-12 (cont'd)

These are only examples of how global warming will impact the proposed project and intensify the environmental impacts the project will already have. It is not an exhaustive list. Thus, when assessing the impact of the Project on air quality, water supply, flood hazards, and biological resources, the EIR must take into account global warming. To ignore the impact of global warming on the Project and the resources impacted by the Project significantly understates the Project's impacts.

B. The EIR's Significance Determination is Flawed

i. The EIR Fails to Properly Frame the Question of the Significance of the Project's Greenhouse Gas Impacts

As the EIR properly recognizes, the greenhouse gas emissions generated by the Project constitute a significant impact. (DEIR at 4.3-110). However, the DEIR improperly limits the consideration of its determination of significance to whether the project would significantly hinder or delay California's ability to meet reduction targets contained in AB 32. While the emission reduction targets set by AB 32 are important, they are only a first interim step toward a longer emission reduction pathway necessary to avoiding dangerous anthropogenic interference (DAI) with the climate system. While Project impacts remain significant, the significance criteria should be revised to recognize California's long term emission targets set by Executive Order S-3-05 and consider the extent to which these reductions are consistent with the emission reduction pathway necessary to avoid DAI. FNSJ-13

The relevant environmental objective with regard to a project's impact on global warming is stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference ("DAI") with the climate system. Framing the objective of a threshold of significance in the context of preventing DAI with the climate system

is consistent with the policy of CEQA. As set forth in Public Resources Code Section 21000(d), "The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached." With regard to climate change, the prevention of DAI is the critical threshold to protect the health and safety of the people of California. The prevention of DAI with the climate is also the objective adopted by the international community. As set forth in the United Nations Framework Convention on Climate Change, to which the United States is a party: "The ultimate objective of this Convention and any related legal instruments that the Conference of the Parties may adopt is to achieve, in accordance with the relevant provisions of the Convention, stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system."[1]

Dangerous anthropogenic interference with the climate system is a defined concept from which a threshold of significance under CEQA can be derived. While environmental impacts from global warming are already being experienced, dangerous anthropogenic interference has typically been defined at temperature increases above 2°C from pre-industrial levels, or a 450 ppm atmospheric concentration of CO_2 eq. (Union of Concerned Scientists 2007). 2050 is the time frame commonly set by scientists in which to achieve the emission reductions necessary for climate stabilization. The emission reduction scenario set by AB 32 and Executive Order S-3-05, whereby emissions are reduced to 1990 levels by 2020 and then to 80% below 1990 levels by 2050, is consistent with a stabilization scenario in the +/- 450 ppm range.[2] FNSJ-13 (cont'd)

However, climate scientists, including NASA's premier climatologist, James Hansen, are increasingly calling for more stringent stabilization targets in order to sufficiently reduce the risk of catastrophic outcomes. The best available scientific evidence now indicates that a 2°C temperature increase from pre-industrial levels is well past the point where severe and irreversible impacts will occur. It is now estimated that a mean global temperature increase of 1.5°C above pre-industrial levels has the potential to trigger irreversible melting of the Greenland ice sheet, a process that would result in an eventual 7m sea level rise over and above that caused by thermal expansion of the oceans, and potentially causing an additional sea level rise of 0.75m as soon as 2100. (Warren 2006 at 95). Specific consequences of a 2°C temperature rise from pre-industrial levels include the loss of 97% of the world's coral reefs and the transformation of 16% of global ecosystems. Approximately one to three billion people would experience an increase in water stress, sea level rise and cyclones would displace millions from the world's coastlines and agricultural yields would fall in the developed world. (Warren 2006). In the Arctic, ecosystem disruption is predicted owing to complete loss of summer sea ice, with only 42% of the tundra remaining stable. This would destroy the Inuit hunting culture and cause the extinction of the polar bear and large losses in global populations of birds. Moreover, because

1 United Nations Framework Convention on Climate Change (UNFCCC), art. 2, May 9, 1992, *available at* http://unfccc.int/essential_background/convention/background/items/1349.php.

2 While the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004).

Arctic ice functions to reflect heat back into the atmosphere, its loss would allow more sunlight to heat the Arctic Ocean and further accelerate the buildup heat and the melting of the Greenland ice sheet. In the Antarctic, key marine mollusks are predicted to become extinct with damaging ramifications for the rest of the Antarctic marine ecosystem. (Warren 2006). As the devastating and irreversible impacts resulting from a 2°C mean global temperature rise are far in excess of any reasonable definition of "dangerous" interference with the climate, a 2°C target is not an acceptable objective for climate policy.

Moreover, equating a particular atmospheric concentration of greenhouse gases with a specific temperature increase involves a significant degree of uncertainty. This is because climate sensitivity – the extent to which temperatures will rise as a result of increasing concentrations of heat-trapping gases – depends on Earth's response to certain physical processes that are not fully understood. (Cayan 2007 at 4). For example, as greenhouse gas emissions cause temperatures to rise, the atmosphere can hold more water vapor, which traps heat and raises temperatures further – a positive feedback. Clouds created by this water vapor could absorb and re-radiate outgoing infrared radiation from Earth's surface (another positive feedback) or reflect more incoming shortwave radiation from the sun before it reaches Earth's surface (a negative feedback). (Cayan 2007). Thus, due to uncertainty in climate sensitivity, scientists estimate that the mean probability of exceeding 2°C where stabilizing greenhouse gases at a CO_2eq level of 450 ppm is 54% with a 30% probability that global average temperature would rise more than 3°C. (Cayan 2007; Union of Concerned Scientists 2007). This is effectively the equivalent of flipping a coin in the hopes that our children and grandchildren will not be confronted with the displacement of millions of people due to sea level rise, irreversible loss of entire ecosystems, and the triggering of multiple climatic "tipping points" wherein climate change begins to feed on itself and spin rapidly out of control. FNSJ-13 (cont'd)

As noted by the Attorney General in a recent guidance on the treatment of climate change in general plans, "the targets set by AB 32 and Executive Order S-3-05 can inform the CEQA analysis." (California Attorney General 2009 at 4). However, while the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. *See* Guidelines § 15064(b) ("[t]he determination of whether a project may have a significant effect on the environment calls for careful judgment … based to the extent possible on scientific and factual data."). Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004). Thus, to properly address the question of the significance of Project impacts, the EIR should set forth the environmental objective of stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent DAI with the climate system, discuss California's emission reduction targets and the extent to which these targets are sufficient to meet avoid DAI. In this manner, the EIR will set forth the issues related to the significance of Project impacts in a manner that accurately informs decision makers and the public.

ii. To Properly Evaluate Significance and Fulfill Its Informational Mandate, the EIR Must Compare Project Emissions with Emission Reduction Targets Set by AB 32 and Executive Order S-3-05

Although the EIR asserts that the Project would interfere with the goals of AB 32, the EIR fails to provide any data on Project emissions as compared with 1990 levels. Accordingly, it is impossible to analyze the extent to which the Project exceeds AB 32 emission reduction mandates. The EIR must be revised to provide this data.

FNSJ-14

Moreover, in a failure to adequately describe the Project, the EIR fails to note the year for which the Project envisions build-out. Should the next Moreno Valley General Plan update contemplate growth past 2020, its significance analysis should evaluate the extent to which the Project complies with Executive Order targets. While the trajectory of reductions under Executive Order S-3-05 has not been definitely established, the EIR should make an appropriate assumption, such as a linear decrease to 2050 to determine significance criteria for the undisclosed year of build-out. Thus, if Moreno Valley's General Plan is intended to accommodate growth until 2030, then the EIR could compare Project emissions with emissions approximately 27% below 1990 levels.

C. THE EIR MUST ANALYZE AND ADOPT ALL FEASIBLE MITIGATION MEASURES TO REDUCE THE PROJECT'S GREENHOUSE GAS EMISSIONS

In addition to thoroughly evaluating project alternatives, because it is clear that the project's greenhouse gas emissions will cumulatively contribute to global warming, "the EIR must propose and describe mitigation measures that will minimize the significant environmental effects that the EIR has identified." *Napa Citizens for Honest Gov't v. Napa County Bd. of Supervisors*, 91 Cal.App.4th 342, 360 (2001). CEQA requires that agencies "mitigate or avoid the significant effects on the environment of projects that it carries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b). Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). Therefore, it is the "policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures which will avoid or substantially lessen the significant environmental effects of such projects." Pub. Res. Code § 21002. Importantly, mitigation measures must be "fully enforceable through permit conditions, agreements, or other measures" so "that feasible mitigation measures will actually be implemented as a condition of development." *Federation of Hillside & Canyon Ass'ns v. City of Los Angeles*, 83 Cal.App.4th 1252, 1261 (2000).

FNSJ-15

There are any number of feasible measures that can be incorporated into a Climate Action Plan to reduce vehicle miles traveled, energy use, waste, water consumption and other sources of emissions. The California Air Pollution Control Officer's Association (CAPCOA) White Paper on CEQA and Climate Change identifies existing and potential mitigation measures that could be applied to projects during the CEQA process to reduce a project's GHG emissions. (CAPCOA 2008 at Appendix B). The California Office of the Attorney General also has developed a list of reduction mechanisms to be incorporated through the CEQA process. (California Office of the

Attorney General 2008b). These resources provide a rich and varied array of mitigation measures to be incorporated in both the programmatic and project level. Furthermore, substantial federal funding is available to implement these projects so that implementation of greenhouse gas mitigation measures is economically feasible.3 Because CEQA requires the adoption of all feasible mitigation measures to reduce significant impacts like climate change the Project must adopt all feasible mitigation measures to reduce GHGs or provide substantial evidence as to why the mitigation measures are infeasible. Pub. Res. Code § 21081(a)(3). FNSJ-15 (cont'd)

i. Land Use Measures Reducing Traffic Flow

The development plan for the proposed project should incorporate public transit into the project design and should attempt to facilitate the use of public transit. (California Office of the Attorney General 2008). Significant effort needs to be shown as to how carpooling will be instituted and alternative fueled cars will be encouraged with special onsite parking location/electrical plug-ins. Will there be on-site eating facilities with food in order to limit driving off site? FNSJ-16

ii. Land Use and Energy

The EIR should consider mitigation measures that will ensure the Project will use energy efficiently and conservatively. In doing so, it should analyze incorporating "green building" in the development. Green buildings are those buildings that lower energy consumption, use renewable energy, conserve water, harness natural light and ventilation, use environmentally friendly materials and minimize waste (Commission for Environmental Cooperation 2008).

Buildings create environmental impacts throughout their lifecycle, from the construction phase to their actual use to their eventual destruction (Commission for Environmental Cooperation 2008). In the United States, buildings account for 40 percent of total energy use, 68 percent of total electricity consumption, and 60 percent of total non-industrial waste (Commission for Environmental Cooperation 2008). Buildings also significantly contribute to the release of greenhouse gases. In the U.S. they account for 38 percent of total carbon dioxide emissions (Commission for Environmental Cooperation 2008). More specifically, residential buildings cause up to 1,210 megatons of carbon dioxide, while commercial building create approximately 1,020 megatons (Commission for Environmental Cooperation 2008). This is because buildings require a lot of energy for their day to day operations. Most of the coal-fired power plants – one of the biggest sources of greenhouse gas emissions – slated for development in the United States will supply buildings with the energy they need. In fact, 76 percent of the energy these plants produce will go to operating buildings in the U.S. (Commission for Environmental Cooperation 2008). FNSJ-17

3 Energy Efficiency and Conservation Block Grants are offered by the U.S. Department of Energy to municipalities in order to meet the following purposes: reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; reduce the total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors. (US DOE 2009). See http://www.eecbg.energy.gov/

Using green building techniques, however, can substantially reduce buildings' influence in increasing greenhouse gas emissions. Green buildings help reduce the amount of energy used to light, heat, cool and operate buildings and substitute carbon-based energy sources with alternatives that do not result in greenhouse gas emissions (Commission for Environmental Cooperation 2008). Currently green buildings can reduce energy by 30 percent or more and carbon emissions by 35 percent. (Commission for Environmental Cooperation 2008). The technologies available for green building are already in wide-use and include "passive solar design, high-efficiency lighting and appliances, highly efficient ventilation and cooling systems, solar water heaters, insulation materials and techniques, high-reflectivity building materials and multiple glazing (IPCC 2007c). Additionally, the U.S. Green Building Council (USGBC), a private, nonprofit corporation, has established a nationwide green building rating system, called Leadership in Energy and Environmental Design ("LEED"). The LEED standard supports and certifies successful green building design, construction and operations. It is one of the most widely used and recognized systems, and to obtain LEED certification from the USGBC, project architects must verify in writing that design elements meet established LEED goals. We expect the project's minimum LEED certification to be Silver. And the EIR needs to explain why this would not be your goal. FNSJ-17 (cont'd)

Specific mitigation for the greenhouse gas emissions generated by the Project's energy consumption include, but are not limited to:

- Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.
- Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.;
- Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.
- Reducing the use of pavement and impermeable surfaces;
- Requiring water re-use systems;
- Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting FNSJ-18
- Limiting the hours of operation of outdoor lighting
- Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees;
- Ensure that the Project is fully served by full recycling and composting services;
- Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.
- Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible;
- Installing solar water heating systems to generate all of the Project's hot water requirements;
- Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging

stations to reduce emissions from vehicle trips. FNSJ-18 (cont'd)

iii. Mitigation Related to Project Construction

- Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials;
- Minimize, reuse, and recycle construction-related waste;
- Minimize grading, earth-moving, and other energy-intensive construction practices;
- Landscape to preserve natural vegetation and maintain watershed integrity;
- Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

FNSJ-19

iv. Transportation Mitigation Measures

- Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles;
- Create a car sharing program within the planned community;
- Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system;
- Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations;
- Provide a shuttle service to public transit within and beyond the planned community;
- Incorporate bicycle lanes and routes into the planned community's street systems.

FNSJ-20

v. Carbon Offsets

After all measures have been implemented to reduce emissions in the first instance, remaining emissions that cannot be eliminated may be mitigated through offsets. Preference should be given to offset mitigation measures in that are in close proximity to the project. (SCAQMD 2008). In other words project applicants should prioritize first on mitigation onsite, then on mitigation in the neighborhood or air district, next in state, then finally out of state. (SQAQMD 2008). Care should be taken to ensure that offsets purchased are real (additional), permanent, and verified, and all aspects of the offsets should be discussed in the EIR. As demonstrated by the Office of the Attorney General and SCAQMD offsets are a feasible CEQA mitigation measures[4] once all feasible mitigation measures have been adopted to reduce the Project's carbon footprint and produce energy using renewable sources. (SCAQMD 2008).

FNSJ-21

4 The California Attorney General's Office has adopted CEQA settlements calling for the auditing, reduction, and offsetting of greenhouse gas emissions related with a Project demonstrating that offsets are a feasible way to reduce a Project's negative environmental effects on global warming. See http://ag.ca.gov/newsalerts/release.php?id=1466&category=global%20warming See generally http://ag.ca.gov/globalwarming/ceqa.php

II. THE EIR MUST CONSIDER A REASONABLE RANGE OF ALTERNATIVES

The EIR failed to consider a meaningful analysis of reasonable alternatives to the Project in order to lessen or avoid the Project's significant impacts. CEQA mandates that significant environmental damage be avoided or substantially lessened where feasible. Pub. Res. Code § 21002; Guidelines §§ 15002(a)(3), 15021(a)(2), 15126(d). A rigorous analysis of reasonable alternatives to the project must be provided to comply with this strict mandate. "Without meaningful analysis of alternatives in the EIR, neither courts nor the public can fulfill their proper roles in the CEQA process." *Laurel Heights Improvement Ass'n v. Regents of University of California*, 47 Cal.3d 376, 404 (1988). Moreover, "[a] potential alternative should not be excluded from consideration merely because it 'would impede to some degree the attainment of the project objectives, or would be more costly" even when that alternative includes Project development on an alternative site. *Save Round Valley Alliance v. County of Inyo*, 157 Cal. App. 4th 1437, 1456-57 (2007) (quotations omitted).

In analyzing the no-project alternative, the EIR must discuss the need for this project and whether the uses that would potentially utilize the Project can be accommodated in existing areas. As CAPCOA states in its white paper, one way local governments can avoid significant increases in greenhouse gas emissions and help solve the problem of global warming is to "facilitate more efficient and economic use of the lands" already developed within the community (CAPCOA 2008). Reinvesting in existing communities is "appreciably" more efficient than new development and may even result in a net reduction of greenhouse gases (CAPCOA 2008). The EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands in order to support the reduction of vehicle trips, promote alternatives to individual vehicle travel, and encourage efficient delivery of services and goods (Office of the California Attorney General 2008). The Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty. FNSJ-22

An analysis of alternatives should also quantify the estimated greenhouse gas emissions, quantified impacts to biological resources, water resources including water quality and water availability, and traffic resulting from each proposed alternative.

Biological Resources: To a great extent the Draft EIR avoids an actual on the ground biological resource impact assessment. Instead the Draft EIR makes the claim that the cumulative wildlife resource impacts of this project will be mitigated by the payment of the Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP) mitigation fee and the Multi-Species Habitat Conservation Plan (MSHCP) mitigation fee. It is important to recognize neither the SKRHCP nor the MSHCP exempts this project from full compliance with the requirements of CEQA. The Draft EIR does not indicate the amount of the SKRHCP mitigation fee or the amount of the MSHCP mitigation fee the project proponent will pay in order to reduce the cumulative wildlife resource impacts of this project to a less than significant level. Nor does the document indicate the mitigation fee amounts the City has collected thus far for SKRHCP and MSHCP wildlife mitigation and to FNSJ-23

what extent those fees have been used to mitigate cumulative wildlife resource impacts from previously approved projects within the jurisdiction. A lead agency, in this case the City of Moreno Valley, must provide supporting facts and provide analysis to support its conclusion that the payment of SKRHCP and MSHCP mitigation fees will render the project cumulative wildlife resource impacts to less than significant. Absent this analysis, the cumulative wildlife resource impacts this project will incur must be viewed as cumulatively considerable. FNSJ-23 (cont'd)

Thank you for the opportunity to comment on the Draft EIR for this project. The Friends would like to be informed of all documents, meetings and public hearings related to this project. Please provide us with a copy of the final EIR and other pertinent documents related to this project. Please contact us at our mailing address which is listed on the first page of this letter. FNSJ-24

Sincerely

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FNSJ-25 (cont'd)

FRIENDS OF NORTHERN SAN JACINTO VALLEY

Letter Dated December 6, 2010

Response FNSJ-1

The commentor's opinions in regard to the "quality of the environmental document" will be forwarded to decision-makers for their consideration. The Draft EIR has been prepared to identify the environmental impacts that could result from Project implementation and, where feasible, provides mitigation measures to substantially lessen or avoid the significant effects on the environment. The City of Moreno Valley, the Lead Agency for this Project, is required to consider the Project in its entirety before determining whether to approve the adoption of overriding considerations. As noted in *CEQA Guidelines* § 15093:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The commentor concludes by correctly noting the Draft EIR's finding that the Westridge Commerce Center Project will result in certain significant and unavoidable impacts in regard to scenic vistas and air quality, but erroneously includes agriculture and global climate change in its summary of Project-related impacts. Specific topical concerns are addressed in the following Responses FNSJ-2 through FNSJ-5.

Response FNSJ-2

As discussed in the Draft EIR (Page 4.9-11), "[n]otwithstanding the proposed depressed building pad area, as illustrated in Figures 4.9-4 through 4.9-8, the Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. The building will be visible from higher elevations to the north, east, and south, and the rooftop of the building may be visible at a distance from higher elevations." This "interruption" of scenic views has been identified in the Draft EIR (Page 4.9-19 *et al.*) as an individually and cumulatively significant Project impact.

As further noted on Draft EIR Page 4.9-11, "[t]he Project's intent is to create a regional-serving warehouse/logistics facility. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." A tenable high-cube warehouse design with a 25-foot building height (estimated internal clear height of 15-20 feet) such as offered by the commentor, does not exist, and is contrary to the very term "high cube." The high-cube warehouse building height concept defines the viability of its internal operations,

which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint. The suggested 25-foot high building offered by the commentor is untenable and infeasible.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives, including alternative sites. The text on Draft EIR Pages 5-37 through 5-44 provides the basis upon which each of the considered alternative sites was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-3

As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. Despite the commentor's assertions that the Draft EIR "dismisses mitigation measures included in the City's General Plan," the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning

area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required. The commentor's opinions to the contrary will be forwarded to decision-makers for their review. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-4

The Draft EIR acknowledges the Project's potential impacts in regard to long-term operational exceedance of SCAQMD standards for the emission of the criteria pollutants VOC (volatile organic compounds) and NOx (oxides of nitrogen). Despite the commentor's assertions to the contrary, the Draft EIR addresses the Project's potential to result in health risks relative to diesel emission exposure on Pages 4.3-79 through 4.3-86. As discussed at Draft EIR Page 4.3-84, with implementation of Mitigation Measure 4.3-10, which would be implemented to control on-site idling, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant. It may be noted that Mitigation Measure 4.3.5, as discussed in the Draft EIR (Page 4.3-62 *et al.*), specifically requires Project contractor(s) to ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better. Additional mitigation is proposed within this Final EIR addressing operational and construction-source emissions (please refer to revised mitigation presented within the EIR Mitigation Monitoring Program, Final EIR Section 4.0. The commentor erroneously contends that "Since Highland Fairview Corporate Center Skechers project has been able to have 80 % of all off-road heavy-duty construction equipment utilized during construction activity certified as CARB Tier III or better, your project and analysis must do at least as well."

There is no requirement that the Project implement a given mitigation measure simply because it was applied elsewhere. Such an approach discounts appropriate nexus between impacts and mitigation.

Response FNSJ-5

The commentor misrepresents and misstates the findings of the Draft EIR with regard to the potential significance of the Project's GHG emissions impacts and the Project's potential GCC impacts.

In the Draft EIR's analysis of cumulative impacts (Page 5-13 to 5-14), it is specifically noted that "[i]n regard to the emission of greenhouse gases, the Project's Climate Change Analysis indicated that with the implementation of all Project design features and mitigation measures, greenhouse gas emissions would be reduced, and that the Project is consistent with state strategies to reduce greenhouse gases, including the California Air Resources Board (CARB) Scoping Plan's recommended measures, and the greenhouse gas emission reduction strategies set forth in the 2006 Climate Action Team (CAT) report.

Therefore, the Project would not hinder or delay implementation of AB 32. On this basis, the Project's individual and cumulative impact on climate change is less-than-significant. With specific regard to a cumulative-level analysis of GCC impacts, it is acknowledged that climate change is a global issue and the contribution of each greenhouse gas generated by the Project may have a cumulative effect. As noted in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." Moreover, the EIR qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

The commentor cites various GHG/GCC mitigation schemes, none of which are required in this case since the Project's GHG/GCC individual and cumulative impacts are less-than-significant. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-6

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's air quality analysis. Detailed analysis of the Project's potential air quality impacts are presented at EIR Section 4.3, "Air Quality." Supporting technical studies [*Westridge Commerce Center Air Quality Impact Analysis, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; *Westridge Commerce Center Health Risk Assessment, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; and *Westridge Commerce Center Climate Change Analysis, City of Moreno Valley*, California (Urban Crossroads, Inc.), February 3, 2010] specifically. The cited analyses address the direct, indirect ,and cumulative impacts of the Project..

As detailed in the following responses FNSJ-7 through FNSJ-21, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative air quality impacts, including potential impacts related to global climate change, have been proposed within the Draft EIR. Appropriate mitigation measures have been carried forward into the Mitigation Monitoring Program included at Section 4.0 within this Final EIR. For each proposed mitigation measure, the MMP identifies: mitigation timing, the responsible mitigation implementation entity, the responsible mitigation monitoring/reporting entity, and mitigation monitoring/reporting frequency. In combination, these provision act to ensure mitigation enforceability.

Response FNSJ-7

The Draft EIR describes, at considerable length (Pages 4.3-4 through 4.3-10), the criteria air pollutants referenced by the commentor, including the possible health effects that have led to the monitoring and control of these pollutants as part of the environmental

review process. With specific regard to commentor-expressed ozone concerns, the Lead Agency has adopted SCAQMD regional thresholds for the ozone precursors NOx and VOC. These thresholds are based on the highest level of permitted emissions, and exceedance of these thresholds indicates that mitigation measures should be applied, not that specific health or other environmental damage would occur. The Project applies all feasible mitigation measures to reduce potentially significant Project-related ozone precursor emissions (NOx and VOCs). Significant NOx and VOC impacts resulting from the Project (regional threshold exceedances) are summarized at DEIR Page 1-17, 1-18. The Project will not exceed applicable localized significance thresholds for NO_2 (DEIR at Page 4.3-61 et al.). The AQMD has not established localized significance thresholds for VOC emissions.

Project NOx and VOC emissions are predominantly generated by mobile sources beyond control of the Lead Agency and/or the Applicant [approximately 99.9 percent of Project NOx emissions (by weight) are from vehicles; approximately 92.5 percent of Project VOC emissions (by weight) are from vehicles). Even after compliance with SCAQMD rules and regulations, and the application of EIR mitigation measures, operational pollutant emissions would exceed applicable SCAQMD regional emission thresholds for VOC and NOx. These impacts are therefore considered to be individually significant. It is noted however, that the Project land use and proposed development are consistent with development and associated air pollutant emissions impacts reflected in and anticipated by the applicable Air Quality Management Plan (AQMP).].

The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the federal and/or state ambient air quality standards. Collectively, these are referred to as localized significance thresholds (LSTs). The additional potential secondary effects of ozone to plants and habitat cited by the commentor are noted. There is no demonstrable evidence or support indicating that the Project would cause or substantively contribute to adverse effects to plants or habitat, and to conclude otherwise is speculative.

Lastly, it is noted that the Project is consistent with the applicable Air Quality Management Plan (see EIR at Pages 4.3-49 through 4.3-53) indicating that it would not interfere with projected downward-trending ozone levels within the SCAQMD.[5]

The commentor also provides information regarding $PM_{10}/PM_{2.5}$ characteristics. Applicable $PM_{10}/PM_{2.5}$ thresholds are established by the SCAQMD. Potential effects of Project-related temporary localized construction-source $PM_{10}/PM_{2.5}$ emissions impacts are discussed and disclosed in the EIR:

> For modeling purposes, receptors were conservatively placed at a distance of 25 meters (approximately 82 feet) from the site, which is the most conservative distance recommended for use by the SCAQMD. As previously discussed, even with application of all feasible mitigation measures, localized PM_{10} and $PM_{2.5}$ construction-source emissions will exceed applicable LSTs. More specifically, during construction activity (after mitigation), PM_{10} emissions concentrations will exceed applicable LSTs at receptors located 71 meters (approximately 233 feet) or nearer, and $PM_{2.5}$ emissions concentrations will exceed applicable LSTs at receptors located 35 meters (approximately 115 feet) or nearer.
>
> These LST exceedances represent a potentially significant impact to sensitive receptors in the Project vicinity for short-term construction activity. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely

[5]*Summary Of The Ozone Air Quality Forum and Technical Roundtable*(Frederick W. Lurmann Sonoma Technology, Inc. for the South Coast Air Quality Management District) January 2007, Pages 2-5, 2-6.

> undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter.
>
> It is noted that these exceedances would occur temporarily and intermittently during site preparation and grading processes, and would not substantively affect any receptors at greater distances from the emissions source. Moreover, in that construction emissions are short-term and intermittent, they will not result in any chronic or long-term impacts (Draft EIR, Page 4.3-75).

The Project will not result in or cause long-term exceedance of applicable SCAQMD localized and/or regional thresholds $PM_{10}/PM_{2.5}$ emissions.

The commentor's opinions and statements will be forwarded to decision-makers for their review. Results and conclusions of the Draft EIR are not affected.

Response FNSJ-8

The commentor expresses concern about emissions from diesel trucks associated with the Project. A Health Risk Assessment (HRA) of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The HRA was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). The HRA is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety at Appendix C to the Draft EIR.

Contrary to the commentor's assertions otherwise, diesel and DPM emissions impacts are specifically evaluated and addressed in the DEIR (See DEIR at Pages 4.3-79 through 4.3-86, and the Project Health Risk Assessment (HRA) included at DEIR Appendix C.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).
[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

As indicated in this summary of the Project's trip generation, approximately 75 percent of the Project's daily trips, on average, will be attributable to trucks. As noted at Draft EIR Page 4.3-79, the Project Air Quality analysis assumed, in order to ensure a conservative analysis, that all trucks associated with the Project will be diesel-powered.

In that vehicle class and type directly affect DPM emissions, the Project HRA (please refer to DEIR Appendix C, Table 1, Project Truck Trips) also explicitly defines anticipated daily truck trips (by type) entering/exiting the Project site, as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [6]

Contrary to commentor assertions otherwise, baseline (setting) information is provided throughout the EIR. For example, general air quality setting information is presented at EIR Pages 4.3-10 through 4.3-16. Additional applicable specific baseline/setting information is also presented where it is beneficial to related discussions, e.g., the GCC Regulatory Setting is introduced at EIR Page 4.3-24 within the context of GCC/GHG considerations.

The commentor requests analysis of mobile-source DPM emissions for transient vehicles traveling along area roadways. With regard to air quality impacts generated by Project traffic along area roads, regionally significant NOx emissions impacts would result as disclosed in the EIR and discussed here. However, no locally significant operational air quality impacts would result from the Project. In this latter regard, the

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6 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

Project Operational Localized Significance Threshold (LST) analysis considers potential worst case exposure by evaluating criteria pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by stationary sources. As discussed in the Draft EIR, these emissions concentrations would not exceed applicable LST thresholds.

Draft EIR Table 4.3-12 (Page 4.3-69) presents the results of the Project operational LST analysis, indicating unmitigated conditions. As shown, results of the analysis indicate that long-term operational emissions will not exceed localized emissions thresholds established by the SCAQMD. Other operational mitigation measures presented in the EIR would act to further reduce already less-than-significant potential operational LST impacts.

Similarly, consistent with SCAQMD protocols and methodologies, the Project Health Risk Assessment considers maximum probable exposure to DPM concentrations, resulting from the entering, exiting and idling diesel vehicles within the Project site. Moreover, the analysis reflects long-term constant exposure (70 year, 24 hours per day) for residential receptors. With application of mitigation, even under this potential maximum exposure scenario, exposure to DPM concentrations would not exceed applicable SCAQMD thresholds (please refer to Draft EIR Table 4.3-17, Page 4.3-86).

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to

TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [7]

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7 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

Response FNSJ-9

Despite the commentor's assertion to the contrary, the Project has addressed the Project's potential to expose sensitive receptors to substantial pollutant concentrations. The analysis included in the Draft EIR (Pages 4.3-73 to 4.3-86) addresses (1) the potential effects of construction-source emissions at sensitive receptors; (2) potential carbon monoxide (CO) hotspots; and (3) the health risks of diesel particulate emissions. A Health Risk Assessment was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed above, Project and cumulative diesel emissions impacts are less-than-significant. Project impacts in regard to CO "hotspots" are similarly determined less-than-significant; while temporary construction-source emissions are acknowledged as significant. Please refer also to DEIR Section 4.3, Air Quality and supporting technical air quality studies presented at DEIR Appendix C.

Response FNSJ-10

As discussed in the following responses FNSJ-15, FNSJ-16, and FNSJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

Response FNSJ-11

The referenced citations are acknowledged and addressed at Response FNSJ-12. Additionally, it is noted that the Project's GHG emissions impacts (as presented at Draft EIR Page 4.3-90) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-12

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. It is also noted that CEQA directives allow for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the *Guidelines*. The EIR analysis of GHG emissions/GCC impacts (DEIR Pages 4.3-90 through 4.3-11; DEIR Appendix C, Project Climate Change Analysis) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-13

The commentor misinterprets analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the EIR analysis concludes that *greenhouse gas emissions generated by the Project constitute a significant impact.*

Such is not the case, as evidenced in germane excerpted GCC discussions presented below:

> **1.4 Summary of Findings**
>
> Results of the analysis indicate that the Project would generate GHG emissions that *may* [emphasis added] have a significant impact on the environment. However, the Project is consistent with, or otherwise not in conflict with (1) recommended measures and actions in the California Air Resources Board (CARB) December 2008 Scoping Plan (CARB Scoping Plan) setting forth strategies and measures to implement in order to achieve the GHG reductions goals set forth in the Global Warming Solutions Act of 2006 (AB 32); and (2) the GHG emission reduction strategies set forth in the 2006 Climate Action Team

(CAT) Report, prepared in response to Executive Order S-3-05, which established total GHG emission targets for the State.

As such, the Project GHG emissions are not cumulatively considerable. Further, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. This analysis takes no credit for such GHG emissions reductions. Thus, this analysis conservatively estimates the overall Project impacts on climate change from GHG emissions and the actual impacts will be less than what is calculated herein (Westridge Commerce Center Climate Change Analysis, Pages 1-2).

To further clarify, germane suggested CEQA Guidelines topical questions include:

Would the project:
a) Generate greenhouse gas emissions, either directly or indirectly, that *may* [emphasis added] have a significant impact on the environment?

Language in the Project GCC study paraphrases and responds the Guidelines language. As also discussed in the Project GCC Study, it is likely that any GHG emissions reductions achieved locally and within the State will be offset by emissions increases in developing countries such as Brazil, Russia, India and China and that significant effects of climate change, such as global warming and sea level rise, will nevertheless occur due to the continuing effects of past and existing levels of emissions. In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts [beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see Climate Change Analysis, Page 42).

The commentor suggests alternative analysis/threshold considerations for evaluation of GCC/GHG impacts. Thresholds established in the Draft EIR are consistent with applicable provision of CEQA.

> **Findings and Recommendations**
> As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less-than-significant (Draft EIR, Pages 4.3-93, 4.3-94).

Additionally, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. The Draft EIR's analysis takes no credit for such GHG emissions reductions. Thus, the Draft EIR's analysis conservatively estimates the overall Project impacts on climate change from GHG emissions, and the actual impacts will be less than what is calculated in the Draft EIR and associated Westridge Commerce Center Climate Change Analysis, included as part of Draft EIR Appendix C.

<u>Response FNSJ-14</u>

Despite the commentor's statement to the contrary, the Draft EIR does not "assert that the Project would interfere with the goals of AB-32." On the contrary, the Draft EIR notes (on Page 4.3-95) that "[t]he Project's consistency with the AB 32 goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change

Scoping Plan which includes nine Early Action Measures (qualitative approach). In addition, the analysis considers the numeric level of emissions generated by the Project to determine whether the emissions are cumulatively significant (quantitative approach)." Following a detailed presentation of the assessment criteria and analysis of the Project's consistency with these criteria, the Draft EIR finds (on Page 4.3-109) that "a project that is consistent with CAT strategies is consistent with the strategies suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32, and therefore the Project will result in a less-than-significant cumulative impact on GCC."

In regard to the Project's "build-out" year, as discussed in the Draft EIR Project Description (Page 3-4), "construction is proposed to occur in one phase, with infrastructure and building construction following site preparation operations." As such, the Project would be effectively "built out" in its opening year, which is identified as 2011, as discussed at Draft EIR Page 4.2-15.

Response FNSJ-15

As discussed in the following Responses FNSJ-16 and FSNJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are reduced to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. It is also noted that air quality mitigation measures presented in the EIR will peripherally act to reduce GHG emissions. However, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-16

The commentor suggests that the Project should incorporate provisions for public transit, carpooling, and other measures as a means of reducing VMT and associated GHG emissions.

Mitigation Measure 4.3.13 has been revised, as indicated below, to include additional VMT/GHG emission reduction measures. For ease of reference, the text of this measure in its entirety is provided. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant. Added measures are indicated as ***underline bold italicized*** font.

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its*

services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 %of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***

- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks; and*
- *Use of SmartWay 1.25 rated trucks.*

Response FNSJ-17

As discussed on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may

be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response FNSJ-18

The commentor proposes numerous additional measures (presented in the following Table) as means to reduce Project-related greenhouse gas emissions relative to energy consumption. While the suggested measures may in part act to generally reduce Project energy consumption, none of the measures are required in order to achieve the mitigation of impacts identified in the Draft EIR. That is, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed

measures and their implied environmental benefit vis-à-vis Project impacts. Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation.

Additionally, in some instances, the commentor proposes measures that would further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may impose these additional requirements; typically through Project Conditions of Approval.

Suggested Measure	Response
Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 3-16), the Westridge Commerce Center Project reflects design and operational criteria established under the LEED Green Building Rating System.
Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	
Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.	
Reducing the use of pavement and impermeable surfaces.	**Replicates existing requirements.** As noted in the Draft EIR (Page 4.6-13), onsite bio-retention and detention basins, along with selected areas of pervious concrete and perimeter landscape areas are provided throughout the Project site. Additional detail is included in Draft EIR Appendix F, "Water Quality Management Plan."

Suggested Measure	Response
Requiring water re-use systems.	**Replicates existing requirements.** The Project is reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Nonetheless, as noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."
Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting.	**Replicates existing requirements.** Use of LEDs is currently required pursuant to EIR Mitigation Measure 4.3.13.
Limiting the hours of operation of outdoor lighting.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655, which includes restrictions in regard to hours of outdoor lighting operations. See also: www.clerkoftheboard.co.riverside.ca.us/ords/600/655.htm
Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees.	**Replicates existing requirements.** Project landscaping will be provided pursuant to the requirements of the Moreno Valley Municipal Code (Section 9.17.030), which specifies a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Shade trees will be provided pursuant to the requirements of Municipal Code Section 9.17.050 subd. (d)(3).
Ensure that the Project is fully served by full recycling and composting services.	**Replicates existing requirements.** As noted on Draft EIR Page 3-14, "[p]rior to issuance of a grading permit, the Project will have in place a City approved Solid Waste Diversion and Recycling Plan that demonstrates the diversion and recycling of all salvageable and re-useable wood, metal, plastic and paper products used during Project construction. A similar plan will be in place prior to occupancy that demonstrates the diversion and recycling of all wood, metal, plastic and paper products during ongoing operation of the warehouse and office portions of the Project. The plans will include the name of the waste hauler, their assumed destination for all waste and recycled materials, and the procedures that will be followed to ensure implementation of this measure.
Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.	**Not required.** As discussed in the Draft EIR (Pages 3-21 and 3-22), treatment of the Project's wastewater and solid waste will be accomplished by regional providers (i.e., Eastern Municipal Water District and Waste Management of the Inland Empire), and is outside the control of the Applicant and the City of Moreno Valley.

Suggested Measure	Response
Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible	**Not required.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics or "wind energy."
Installing solar water heating systems to generate all of the Project's hot water requirements.	
Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging stations to reduce emissions from vehicle trips.	

Response FNSJ-19

As discussed in the preceding Response FNSJ-18, the commentor's suggested mitigation measures to reduce Project impacts in regard to construction activities are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Not required.** Consistent with the Project's pursuit of LEED accreditation, the recommended building materials will be utilized to the extent available and feasible.
Minimize, reuse, and recycle construction-related waste.	**Replicates existing requirements.** As noted in the Draft EIR (Page 3-5), "[a]ny residual materials resulting from site preparation processes will be appropriately disposed of and/or recycled in accordance with the City's Source Reduction and Recycling Element (SRRE)."

Suggested Measure	Response
Minimize grading, earth-moving, and other energy-intensive construction practices.	**Not required, no nexus with significant impacts.** The Project will not cause or result in individually or cumulatively significant GHG/GCC impacts. There is no requirement to reduce construction-source GHG emissions. Moreover, within the context of Project-specific requirements (e.g., placement of structures approximately 25 feet below the existing grade of SR-60, and proper fill and re-compaction procedures to ensure proper foundation support, consistent with the recommendations of the Project Geotechnical Investigation, included as Draft EIR Appendix H), construction contractor(s) employ techniques and procedures so as to provide for the most efficient use of earth-moving and grading equipment as a matter of course.
Landscape to preserve natural vegetation and maintain watershed integrity.	**Replicates existing requirements.** Landscape improvements will be provided for the Project as required under the City's Zoning Code Section 9.17, "Landscape Requirements." To minimize risk of invasive non-native plants entering into the riparian habitat along the Quincy Channel, the Project includes mitigation (Measure 4.8.3) that prohibits the use of invasive non-native plant species within 150 feet of the Channel.
Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.	**Incorporated** at revised Mitigation Measure 4.3.8.

Response FNSJ-20

As discussed in the preceding Response FNSJ-19, the commentor's suggested mitigation measures to reduce Project impacts in regard to transportation are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13.

Suggested Measure	Response
Create a car sharing program within the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide a shuttle service to public transit within and beyond the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Incorporate bicycle lanes and routes into the planned community's street systems.	**Replicates existing requirements.** The Project is required to provide pedestrian and bicycle connections to surrounding areas consistent with provisions of the City of Moreno Valley General Plan pursuant to the existing Mitigation Measure 4.3.13. This measure notes that the location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan.

Response FNSJ-21

The commentor suggests that carbon offsets be purchased to address "remaining [greenhouse gas] emissions that cannot be eliminated." It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-22

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's analysis of alternatives. As further presented in the *CEQA Guidelines* Section 15126.6, subd. (a), an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation.

To this end, the *CEQA Guidelines* indicate that the range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of most Project objectives.

The commentor's suggestion that "[t]he EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands" is inconsistent not only with the Project objectives, but with the site's existing General Plan land use designation and zoning. Additionally, it is unclear that such an alternative would result in a lessening of the Project's environmental effects, particularly since commercial uses typically generate considerably higher average daily rates of traffic per square foot than light industrial uses, with correlating increases in air emissions. See for example Trip Generation 7th Edition (Institute of Traffic Engineers)trip generation rate for Specialty Retail (ITE Code 814), 44.32 trips/thousand square feet; vis-à-vis the Project trip generation rate of 3.12 trips/thousand square feet. On a related note, the EIR specifically considers a "No Project" alternative which assumes development consistent with site's current Business Park zoning designation. As with the mixed use concept proposed by the commentor, substantially increased trip generation could be expected if developed with business park uses when compared to industrial uses proposed under the Project.

> In this regard, for Traffic Analysis Zone (TAZ) 209 encompassing the Project site, the General Plan Buildout traffic model reflects development of the subject site with Business Park/Light Industrial uses, and projects approximately 4.18 times the trip generation for TAZ 209 than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project. The No Project Alternative considered

herein approximates trip generation for the subject site under the General Plan Buildout Scenario at four (4) times that of the Project (Draft EIR, Page 5-32).

Based on the preceding, the commentor's suggested alternative concept fails as feasible alternative to the Project, and does not merit further analysis as part of the Project EIR.

In regard to the question of whether the Project could be accommodated elsewhere, the Draft EIR addresses, at length, the possible alternative sites that were considered as part of the review of Project alternatives (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it

is not currently owned or controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor's states that "[t]he Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty." No specific tenant(s) for the Project are currently under contract. Results and conclusions of the EIR are not affected.

The Draft EIR (on Pages 5-49 to 5-62) does provide a comparative analysis of the potential impacts of each alternative in regard to greenhouse gas emissions, biological resources, water supply, water quality, and traffic. As required under *CEQA Guidelines* Section 15126.6, subd. (d), this evaluation includes "sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project."

<u>Response FNSJ-23</u>

The City disagrees with the commentor's assertion that "the Draft EIR avoids an actual on the ground biological resource impact assessment." Draft EIR Appendix G presents the Biological Resources Survey prepared for the Project, which consists of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements, as identified in the following Figure 4.8-1;

- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- A jurisdictional delineation, which was prepared pursuant to the requirements of the California Department of Fish and Game and the Army Corps of Engineers.

As further discussed in the Draft EIR (Page 4.8-14), "[p]ayment of the mitigation fee and compliance with the requirements of the MSHCP are intended to provide full mitigation under CEQA, although certain areas within the MSHCP boundaries require additional surveys to determine the presence or absence of specific MSHCP-covered resources, including sensitive plants, burrowing owls, and riparian or riverine areas." Although focused surveys for threatened, endangered and sensitive plant and wildlife species were not conducted as part of the Project's general Biological Assessment, protocol surveys were subsequently performed to determine the presence or absence of burrowing owls within areas of potential disturbance. The *Report on Burrowing Owl Surveys for the West Ridge Project Site* (Harsmworth Associates, July 2009) is also included in Draft EIR Appendix G.

In addition, implementation of Draft EIR Mitigation Measure 4.8.7, included in the Mitigation Monitoring Program presented in Final EIR Section 4.0, will ensure that a pre-construction survey be conducted to document the location of any occupied burrows on-site. With the implementation of this mitigation measure, as well as compliance with the requirements of the MSHCP, the Project's potential to impact burrowing owls is reduced to a less-than-significant level.

The City of Moreno Valley's current schedule of non-residential impact fees indicates that the Project would be subject to an MSHCP fee of $6,597 per acre, and an additional $500 per acre SKR (Stephens' kangaroo rat) mitigation fee. On this basis, the Project would contribute approximately $390,335 to meet its fair-share responsibility for regional plant and wildlife impacts. The amount collected by the City for wildlife mitigation to date, along with the effectiveness of such fee collections, is outside the scope of the Project's environmental analysis. The Draft EIR (Page 4.8-31) notes that "[t]he Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project 'is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009.' These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. This species has not been recorded within the Project area in the past and is presumed absent from the site. As such, the Project is in compliance with the MSHCP." The results and conclusions of the Draft EIR are not affected.

Response FNSJ-24

The commentor requests receipt of future information regarding the Project, and as such, has been added to the Project distribution list at the referenced address. A copy of the Project's Final EIR has also been provided to the commentor, as requested.

Response FNSJ-25

The commentor lists numerous publications and resources exhibits incorporated by reference. With the exception of certain web-linked publications, exhibits listed "as incorporated by reference" have not been provided. Nor has their disposition, availability, or specific relevance been otherwise identified.

From: sgcricket@aol.com
Sent: Monday, December 06, 2010 3:20 PM
To: Jeffrey Bradshaw
Subject: Western Ridge Commerce Center DEIR

Comments Regarding: West Ridge Commerce Center
From: Susan Gilchrist

The project under consideration requires a zoning change from Business Park to Light Industrial. It is my understanding that this is a speculative project and there is no tenant identified. This presents a problem for the residents of the eastern portion of the City. There are currently many unoccupied warehouse buildings on Cactus and along the 215 as well as many in other Inland Empire cities. The only logical reason for presenting this project at this time is to "ride the coattails" of Highland Fairview/Skechers and get approval for another megalithic structure. Since the City permitted a building 36 times the size of the General Plan recommendation, what will prevent the Council from approving another oversized structure? The only solution will be to retain the General Plan and wait for the economy to improve so that the long range goals of a diverse job base can be reached. SG-1

Ten to fifteen years ago, business park zoning was successful and in the future it will be that way again. If zoning changes could be reversed, this would be more acceptable, but they are not. It will never revert to Business Park zoning from Light Industrial and the vision of the eastern portion of the City will be changed forever. Those driving through Moreno Valley will think the City consists of warehouses and sound walls...how attractive!

Questions for the developer:

1. Is this a speculative project or is there a tenant ready to occupy a 900,000 sq ft building? SG-2

2. What benefit is there to the residents and the City for approving a zone change at this time? SG-3

3. Why is the City moving away from the General Plan without bringing the entire process back to the residents? Moreno Valley seems to be willing to accept anything offered rather than have high standards and long range goals. The desperation is obvious and not very reassuring. Surrounding cities of Temecula, Murrieta, Menifee, Riverside, and Redlands are constructing buildings with more style and substance than is seen in Moreno Valley. These cities are attracting a variety of businesses while our City accepts the dregs. SG-4

4. Should the Council change the zoning, will the property be sold to another developer? SG-5

5. As a condition for the zone change, will the developer be willing to put an appropriate buffer of 1500 feet on the south side of Fir and develop it as a City park with a block wall on the north side of the park? SG-6

6. Could the traffic flow from both Skechers and Western Ridge be restricted from Redlands Blvd? SG-7

7. Will the building be constructed to LEEDS standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved? SG-8

8. What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility? SG-9

Sincerely,
Susan Gilchrist

SUSAN GILCHRIST

Email dated December 6, 2010

Response SG-1

The commentor correctly notes that approval of the Westridge Commerce Center Project would involve a change of zone for the Project site, from Business Park to Light Industrial. The commentor's opinions regarding the proposed zone change will be forwarded to decision-makers for their consideration.

Response SG-2

The commentor inquires: "Is this a speculative project or is there a tenant ready to occupy a 900,000 square foot building?" At this time, no specific tenant(s) for the Project are under contract.

Response SG-3

The commentor inquires: "What benefit is there to the residents and the City for approving a zone change at this time?" The benefits of a project are not germane to an EIR pursuant to CEQA. Nevertheless, certain potential benefits to the residents and the City are reflected in the Project Objectives. More specifically, as noted at Draft EIR Page 3-4, the Primary Objectives of the Project as identified by the Project Applicant include the following:

- Transition the existing site into a productive use;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

Response SG-4

The commentor inquires: "Why is the City moving away from the General Plan without bringing the entire process back to the residents?" The commentor offers opinions on City development review and approval processes, and the character of local and regional development.

As discussed in the Draft EIR (Pages 4.1-6 through 4.1-9), implementation of the Project would not propose or require a change in the Project site's General Plan land use designation. The commentor's opinions in regard to the City's approval process and the character of local and regional development will be forwarded to decision-makers for their consideration.

Response SG-5

The commentor inquires: "Should the Council change the zoning, will the property be sold to another developer?" Should the Project be approved, it is the applicant's intention to develop the site as proposed. However, there are no restrictions to prohibit the sale of the subject property. It may be noted that, regardless of ownership, Project-specific mitigation measures and other applicable regulations relative to the Project's construction and operations, including those identified in the Draft EIR, would remain in force.

Response SG-6

The commentor inquires: "As a condition of the requested zone change, will the developer be willing to put an appropriate buffer of 1,500 feet on the south side of Fir (future Eucalyptus) Avenue and develop it as a City park with a block wall on the north side of the park?" As a point of clarification, the requested zone change cannot be lawfully conditioned as suggested. Moreover, there is no codified requirement or environmental impact nexus that would require or suggest a 1,500 setback or the creation of a park southerly of the Project site. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response SG-7

The commentor inquires: "Could the traffic flow from both Skechers and Western Ridge [the proposed Westridge Project] be restricted from [using] Redlands Boulevard?" Direct and practical access to the Project site is provided via Redlands Boulevard, located less than one-quarter mile easterly of the Project site. The Project provides all necessary improvements to mitigate its direct traffic impacts affecting Redlands Boulevard to levels that are less-than-significant. Additionally, appropriate mitigation is provided for all potentially significant cumulative traffic impacts affecting Redlands Boulevard.

Opening Year access to and from the SR-60 to the Westridge Project site was assumed to utilize Redlands Boulevard exclusively. The Project TIA (included as Draft EIR Appendix B) does account for the fact that, upon the development of Eucalyptus Avenue to the ultimate configuration identified in the Moreno Valley General Plan Circulation Element, Project-related traffic could also access the SR-60 at Moreno Beach Drive.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response SG-8

The commentor inquires: "Will the building be constructed to LEED standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved?" Similar to the recently approved Highland Fairview/Skechers project, the Westridge Commerce Center will be built to LEED standards. The following discussion at Draft EIR Page 3-16 is presented here for ease of reference.

> The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification. There is no requirement that LEED standards implemented by the Highland Fairview/Skechers development be similarly implemented by the instant Project.

As further described in the Aesthetics section of the Draft EIR (Page 4.9-11) and illustrated in Draft EIR Figure 4.9-3, the Project's building foundation is planned to be located approximately 25 feet lower in elevation than the existing elevation of SR-60. Substantial reduction of the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment.

In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured for example as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000 square foot building would have to be at least 1.7 million square feet in size in order to accommodate a comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be substantial additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint.

Response SG-9

The commentor inquires: "What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility?" As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations." Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions as presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

HIGHLAND FAIRVIEW

14225 Corporate Way
Moreno Valley, CA 92553
Tel: 951.867.5300

December 6, 2010

Mr. Jeff Bradshaw
Associate Planner
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: Westridge Commerce Center – Comments on Draft EIR

Dear Jeff,

Highland Fairview has reviewed the Draft EIR and is concerned with the manner in which the document addresses a number of environmental issues. As you know, the city imposed numerous mitigation measures and conditions of approval on the Highland Fairview Corporate Park (HFCP) project many of which are not applied to this project, despite the similarities of the two projects. Among these issues are air quality, water quality, freeway landscaping treatment, architectural design, sustainability, hazardous materials, biology, global climate change and many other environmental areas.

To address these concerns, we request a meeting with the City planning, traffic and engineering departments to review the proposed mitigations included in the Draft EIR. We are particularly concerned about the following subject areas:

1. The project's contribution to improvements to SR60 mainline and interchanges. HF-1
2. The project's contribution to improvements on Redlands Boulevard. HF has other projects in the area and insufficient improvements by this project should not be allowed.
3. Architectural standards and design comparable to that of the HFCP Skechers building should be articulated from the freeway.
4. The landscape treatment of the interface between the project and SR60 should be comparable to that required by the City for HFCP and should be consistent.
5. The need for a significant commitment from the project to address the visual relationship between the project and the SR60. For example, the HFCP project was lowered 25 feet so that its visual impact could be softened.

We request a meeting with City staff as soon as possible to address these concerns.

Sincerely,

Wayne Peterson
Vice President, Community Planning

HIGHLAND FAIRVIEW

Letter Dated December 6, 2010

Response HF-1

The subject line of this letter indicates that it contains comments on the Westridge Commerce Center Draft EIR; however, these comments do not appear to be intended to address the Draft EIR's technical analysis or findings. Instead, the comments focus on the Westridge Commerce Center's "contribution to improvements," and express concerns regarding the equity of mitigation between the Westridge Commerce Center Project and the recently approved Highland Fairview Project (a 2.6 million-square-foot light industrial/commercial development located south of SR-60 east of Redlands Boulevard). A meeting with City staff is requested "to address these concerns."

On this basis, specific technical responses are not warranted. Mitigation for the Project's potential impacts was included in the Draft EIR, and is detailed in the Project's Monitoring Program, provided in Final EIR Section 4.0. Further, the Project's architectural compatibility with City design standards, and with the Highland Fairview project, is addressed on Draft EIR Page 4.9-6.

The commentor's concerns will be forwarded to decision-makers, as requested. City staff will be pleased to meet with the commentor to discuss their concerns.

Johnson & Sedlack
ATTORNEYS at LAW

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December 3, 2010

City Council
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

Community Development Director
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

VIA U.S. MAIL

RE: Draft Environmental Impact Report for Westridge Commerce Center, State Clearinghouse No. 2009101008.

Greetings:

This firm submits the following comments on behalf of Residents for a Livable Moreno Valley, the Moreno Valley Group of the Sierra Club, and area residents after reviewing the Draft Environmental Impact Report.

General Comments:

The California Environmental Quality Act ("CEQA") was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document.

Unfortunately, the **DEIR for this Project fails as an informational document** as it fails to adequately and accurately consider cumulative impacts throughout the document. The DEIR also misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. The DEIR is often conclusory and does not provide the analysis required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusion. This includes often omitting to provide the information required to properly assess impacts. JS-1

Moreover, CEQA requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation must be adopted**. In this way

CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. This has not been done with this Project. Moreover, all mitigation measures required in the EIR must be fully enforceable and certain to occur. This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable approximations of mitigation measures. The Project is also inconsistent with the City of Moreno Valley General Plan. This is unacceptable. JS-1 (cont'd)

Project Overview:

The Westridge Commerce Center is a proposal, sponsored by ProLogis, for the construction of a 937,260 sq. ft. warehouse-distribution facility on approximately 54.66 acres of mostly undeveloped agricultural land located on the north side of Eucalyptus Avenue, west of Redlands Boulevard, near the SR-60/Redlands Boulevard interchange. The project will include approximately 173 loading docks and 14,000 square feet of office space to be divided between the southeast and southwest corners of the building. The future occupants and uses of the property are unknown at this time.

The project would require the removal of approximately 70,000 cubic yards of soil. The project would require the discretionary approval of a zone change (City Case # PA08-0098) from business park to light industrial. The project would also require an amendment to City of Moreno Valley Municipal Code section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts] due to the Project sites adjacency to residentially-zoned property and approval of Tentative Parcel Map No. 36207 (City Case # PA09-023). Adjacent to the project site is SR-60 to the north and Eucalyptus Avenue to the south. Properties to the south of the project are zoned Rural Residential ("RA-2") and designated Primary Animal Keeping Overlay ("PAKO") Zone. A residence is located near the southeasterly corner of the project site. To the west of the project site, although properties are currently under agricultural production, a proposal, also sponsored by ProLogis, has been made to develop, on 117 acres, six distribution warehouse facilities totaling 2.25 million square feet. Properties immediately to the east are designated commercial. Further east, across Redlands Boulevard, development of the 2.6 million square feet Highland Fairview Corporate Park Project has been approved. Regional access to the Project will be provided by the SR-60/Redlands Avenue interchange. JS-2

The DEIR concludes that aesthetic impacts are significant and unavoidable. Noise impacts are significant and unavoidable for the construction phase. Air quality impacts are significant and unavoidable for construction and operation phases. The DEIR also concludes cumulative aesthetic, air quality, construction noise, and traffic impacts are significant.

Cumulative Impacts:

The cumulative impact analysis is brief, lacking in evidence and data, and generally insufficient. CEQA requires that in order to adequately discuss and analyze potential significant cumulative impacts, "[a] list of past, present, and probable future projects producing related or cumulative impacts" must be included in the DEIR. (Cal. Pub. Res. C. § 15130(b)(1)(A).) The lead agency must also "define the geographic scope of the area JS-3

affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used." (Cal. Pub. Res. C. § 15130(b)(2).)

Here, the DEIR looks *only* at the cumulative effects from those "probable development proposals" within a two (2)-mile radius of the Project. **The analysis does not account for any past or present projects as required under CEQA and does not "provide a reasonable explanation" for why the two-mile radius was used.** Although a discussion as to why the Traffic Impact analysis was limited to a two-mile radius was provided in the DEIR, this reasoning does not support a basis for why the Cumulative Impact Analysis section of the DEIR was limited to such a small radius and purely probable future projects. Development within Moreno Valley is occurring on a large scale and the resulting impacts should not be ignored. (See Exhibits 1 – 3.) There is also a great amount of residential development within close proximity to the Project site, yet the impacts from these projects are not included in the analysis. For instance, The Moreno Highlands Specific Plan providing for 7,700 residential units located east of the Project site and the Aqua Belle Specific Plan providing for 2,922 "Active Adult" residential units located southwesterly of the Project site are neither included in the analysis nor mentioned in the DEIR. Also, the Centerpointe Project, a 353,859 square feet distribution center (PA07-0147, PA07-0157) which was approved by the Planning Commission in early 2010 was not included. This failure to analyze any impacts from past and present projects, as well as projects outside of the two-mile radius results in an inadequate analysis of the impacts to traffic, air quality, greenhouse gas emissions, and aesthetics, among others.

JS-3 (cont'd)

Furthermore, the cumulative impact section often fails to recognize that impacts which are less than significant on their own may nonetheless be cumulatively significant. The cumulative impact analysis also fails to summarize "the expected environmental effects to be produced by those projects with specific reference to additional information stating where that information is available," as is required by CEQA. (Cal. Pub. Res. C. § 15130(b)(4).)

Therefore, the DEIR fails as an informational document as it does not provide an accurate analysis of the cumulative environmental effects that will result and therefore does not allow for sound and informed decision making on behalf of approving agencies.

General Plan Consistency:

CEQA requires that an EIR "discuss any inconsistencies between the proposed project and applicable general plans." (CEQA Guidelines 15125(d).)Yet, the DEIR fails to discuss the inconsistency of the Project with a number of applicable provisions contained within the General Plan.

JS-4

The project is inconsistent with the following General Plan provisions: Goal 2.2; Objective 2.13; and Policies 2.10.14, 2.13.1, and 2.13.3. Goal 2.2 requires that "the optimum degree of health, safety, well-being, and beauty for all areas of the community" be achieved yet the Project has numerous significant and unavoidable impacts to the safety, health and well-being of residents throughout Moreno Valley. Policy 2.10.14 requires that existing mature trees be preserved or relocated and only replaced when they cannot be preserved or relocated. Yet, although the Project will replace those existing mature pine trees along the

northerly boundary with a double-row of new trees, the DEIR fails to discuss whether these mature trees will be relocated and if not, how or why preservation or relocation of these mature trees is infeasible. Policy 2.13.3 of Objective 2.13 requires that "the sponsor of a development project…assure that all necessary infrastructure improvements…needed to support project development are available at the time that they are needed" yet, as will be discussed below, there is nothing to indicate that those improvements that will be required to mitigate for traffic will actually be implemented. JS-4 (cont'd)

Agricultural Impacts:

Although the Project will result in the conversion of farmland to non-agricultural uses the DIER finds that the impact will be less than significant. This finding is not supported by substantial evidence when the Initial Study itself states that the site is designated as Farmland of Local Importance due to the high quality of soil at the site and the Project Description states that the land has actually been used for agricultural production within the last twenty (20) years. As such, mitigation for this loss of prime agricultural land is required. It is well documented that agricultural land is the largest part of Riverside's economy. **The EIR prepared for the City of Moreno Valley General Plan recognizes that due to this loss of agricultural land, impacts are potentially significant and feasible mitigation measures would effectively lessen this significant impact.** (See Exhibit 4.) Therefore, the following mitigation measures must be adopted: JS-5

1. Purchase conservation easements on existing agricultural land to ensure that the land is never converted to urban uses.
2. Donate funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.

Land Use and Planning:

This Project will have a significant impact to Land Use and Planning which was not adequately evaluated in the DEIR. The Project involves a zone change from Business Park to Light Industrial as well as an amendment to the Municipal Code as a result of its proximity to residential areas. The effects of the zone change and the amendment to the Muncipal Code are both potentially significant impacts which must be further evaluated and potentially mitigated in the DEIR. JS-6

Additionally, as stated on page 2-4 of the Initial Study land south of the Project site contains a Primary Animal Keeping Overlay Zone ("PAKO Zone") "in order to maintain animal keeping and the rural character of the area" yet this is not even mentioned in the DEIR. The Project's effects on this zoned area and the extent that this Project will disrupt the ability of people to keep animals in this zone must be analyzed and potentially mitigated.

Air Quality and Greenhouse Gas Emissions/Climate Change: JS-7

Air Quality

Air quality impacts will be significant and unavoidable during both the construction and operation phases.

Construction:

The air quality analysis is flawed and underestimates the impact on air quality during construction. The air quality analysis improperly assumes for Phase 2 Grading a value of zero Vehicle Miles Traveled (0 VMT) for on-road truck travel. This is improper as the analysis must account for the VMT by construction workers *to and from* the Project site. JS-7 (cont'd)

Even under the current analysis, without mitigation, construction of the project will result in levels of VOC, NOx, PM10, and PM2.5 exceeding SCAQMD Regional Thresholds, yet all feasible mitigation measures were not adopted to reduce construction related emissions, and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur. For example, MM 4.3.4 does not reduce VOC to the greatest extent feasible. MM 4.3.4 should be modified to require that all paints, coatings, and solvents are zero (0) VOC. JS-8

MM 4.3.1 does not sufficiently mitigate for air quality impacts and is uncertain and unenforceable. In recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM10 and PM2.5 fugitive dust haul road emissions *by approximately 44%*. Yet, MM 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. MM 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%. This measure should also be modified to include the specific measures which the contractor shall take to ensure that traffic speeds on unpaved roads are reduced to 15 miles per hour, such as the placement of signage or other speed controlling devices. Mitigation measures should also be required to include measures which mitigate for and ensure dust control at the dump site where the soil from the project site will be placed. JS-9

MM 4.3.7 should not only require that electrical power sources "be provided" but also require that electrical construction equipment be *actually used* "whenever technically feasible." JS-10

Although the air quality analysis recommends that "[p]rior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling," this mitigation measure was not included in the DEIR. This is unacceptable, particularly since the DEIR states that air quality emissions are significant and unavoidable, and this mitigation measure is plainly feasible and would reduce air quality emission. Moreover, this measure is required by CARB, in Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations. This mitigation measure must be included in the DEIR. JS-11

The air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas "quickly" should be adopted. Yet, the DEIR fails to include such a mitigation measure. Again, this is unacceptable particularly since the air quality emissions are significant and unavoidable and this mitigation would reduce both PM10 and PM2.5 by JS-12

an additional 10%. Mitigation must be included requiring that landscaping or other vegetation be planted as soon as possible after disturbance. JS-12 (con'd)

In analyzing air quality due to fine site grading activity, the air quality analysis assumes that a maximum of 13.66 acres per day will be disturbed by grading activity. In order to ensure that the effect on air quality from fugitive dust is not greater than that relied upon by the DEIR, a mitigation measure must be adopted that *limits* fine site grading activity to a level below 13.66 acres per day. In fact, an even lower maximum daily acreage should be required in order to further mitigate for these impacts. JS-13

Even after applying mitigation measures, construction air quality impacts are expected to be significant and unavoidable and well above the thresholds of significance for criteria pollutants. For example, with implementation of the mitigation measures listed in the DEIR, emissions of PM10 during construction will amount to 39.51 $\mu g/m^3$ over 24-hours, almost four times the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold, while emissions of PM2.5 during construction will amount to 12.40 $\mu g/m^3$ over 24-hours, well over the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold. Additionally, VOC will reach 205.37 lbs/day, more than two and one half times the 75 lbs/day SCAQMD Regional Significance Threshold and NOx will reach 287.12 lbs/day, almost three times the 100 lbs/day SCQAMD Regional Significance Threshold. Yet, the DEIR suggests adoption of only nine (9) mitigation measures and simply concludes that the remaining unmitigated emission are unavoidable. This is insufficient. In order to further reduce construction air quality emissions, the following additional mitigation measures should be adopted:

1. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.
4. Complete all roadways, driveways, sidewalks, etc., as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.
5. Pave all roads on construction sites as soon as technically possible.
6. Limit fugitive dust sources to 20 percent opacity.
7. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
9. Require high pressure injectors on diesel construction equipment.*
10. Restrict engine size of construction equipment to the minimum practical size.*
11. Use Electric construction equipment where technically feasible.*
12. Substitute gasoline-powered for diesel-powered construction equipment.*
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.*
14. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of

JS-14

large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*

15. Install catalytic converters on gasoline-powered equipment.*
16. Use electricity from power poles rather than temporary diesel power generators.*
17. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke. JS-14 (cont'd)
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.*
20. Provide shuttle service to food service establishments/commercial areas.*
21. Provide shuttle service to transit stations/multimodal centers.*
22. Utilize only CARB certified equipment for construction activities.*
23. All forklifts shall be electric or natural gas powered.*
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.

Operational:

The Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. **Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930).** This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts. JS-15

The DEIR also inaccurately represents the values used in the LST Analysis. The Air Quality Analysis states that the average trip length used was 0.3 miles and the vehicle speed was 10 miles per hour. Yet, the DEIR incorrectly states that the average trip length used in the LST Analysis was 0.5 miles while the vehicle speed was 5 miles per hour. (DEIR, 4.3-68) Again, this failure in the DEIR to accurately reflect the values used in the LST Analysis renders the DEIR inadequate as an informational document. JS-16

The DEIR and air quality analysis conclude that for long-term operational activities, even after mitigation, VOCs and NO_x will exceed SCAQMD's Regional Significance Thresholds. Without mitigation, the regional emissions of VOCs and NO_x are exceeded for both summer and winter, with NO_x greatly exceeding the threshold of 55 lbs/day with 739.69 lbs/day in the summer and 819.10 lbs/day in the winter. With the mitigation measures, the emissions of JS-17

NO_x would be reduced by only a meager .03 lbs/day in summer and .17 lbs/day in winter and emissions of VOCs would be reduced by only .01 lbs/day. These reductions are clearly insignificant. **The mitigation measures do not actually mitigate for the significant operational impacts to NOx and VOC.** JS-17 (cont'd)

MM 4.3.11 requires that the project surpass California Title 24 Energy Efficiency performance standards by a minimum of 20 percent. This goal is to be met by using any combination of a number of listed design features. Particularly since NOx emissions are significant this mitigation measure should require that the project surpass California Title 24 Energy Efficiency standards by at least 30 percent. In fact, all design features listed should be required to be implemented as a way to mitigate the significant effects on air quality. JS-18

Additionally, many more operational mitigation measures are feasible and may be implemented through contract requirements in the purchase, sale, or lease agreement. Such mitigation must be required unless the incorporation into the contract of a mitigation measures is shown to be *infeasible*, not merely inconvenient. The following mitigation measures should be required to reduce Project operational impacts:

1. Require the utilization of zero VOC paint, coatings, and solvents.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become SmartWay Partner.*
4. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.* JS-19
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.*
7. Install catalytic converters on gasoline-powered equipment.*
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM_{10} compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.

9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.*
10. Require each user to establish a carpool/vanpool program.*
11. Provide on-site child care or contribute to off-site child care within walking distance.*
12. Provide preferential parking for carpool/vanpool vehicles.*
13. Provide secure, weather-protected bicycle parking for employees.*
14. Provide direct safe, direct bicycle access to adjacent bicycle routes.*
15. Provide showers and lockers for employees bicycling or walking to work.*
16. Short-term bicycle parking for retail customers and other non-commute trips.*
17. Connect bicycle lanes/paths to city-wide network.*
18. Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.*
19. Prohibit idling of trucks for periods exceeding three minutes.*
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.*
21. Provide shuttle service to food service establishments/commercial areas.*
22. Provide shuttle service to transit stations/multimodal centers.*
23. Implement parking fee for single-occupancy vehicle commuters.*
24. Implement parking cash-out program for non-driving employees.*
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.*
26. Implement a compressed workweek schedule where feasible.*
27. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.*
28. Install EV charging facilities *for a minimum of 10% of all parking spaces.**
29. Install a CNG fueling facility.*
30. Provide preferential parking locations for EVs and CNG vehicles.*
31. Utilize electrical equipment for landscape maintenance.*
32. Utilize only CARB certified equipment for construction activities.*
33. All forklifts shall be electric or natural gas powered.*
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.*
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.*
36. Utilize low pressure sodium fixtures for exterior lighting including parking lots.
37. Utilize electric yard trucks.*
38. All buildings shall be constructed to LEED Platinum standards.*
39. The operator shall meet SmartWay 1.25 ratings.*
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.*
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.*
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.*
43. The operator shall purchase only green power.*

JS-19 (cont'd)

Climate Change/GHG emissions:

According to the air quality analysis, this Project would generate GHG emissions that will have a significant effect on the environment. However, the DEIR concluded that GHG emissions are less than significant since the Project's emissions will not exceed the thresholds of significance proposed by SCAQMD (stationary source GHG emissions ≥ 10,000 metric tons per year of CO_2E) or CARB (7,000 metric tons per year of CO_2E from non-transportation related GHG sources). Not only is this conclusion improper but the analysis used to determine GHG emissions is also flawed. JS-20

The thresholds for significance for SCAQMD and CARB relate only to *non-transportation/stationary* sources. Therefore, the GHG emission analysis and conclusion of less than significance is deeply flawed as it fails to account for the majority of GHG emissions for the Project which are attributable to non-stationary/mobile sources. Of the total estimated 30,003.39 metric tons/year of CO_2E, 27,858.08 metric tons/year come from mobile sources, whereas only 7% of CO_2E is derived from stationary sources. JS-21

Furthermore, the same reduced number of trips used in the air quality analysis was used for determining the impact on global climate change. For the same reasons previously discussed, this is inappropriate and does not adequately represent the negative impact this Project will have on global climate change. When the 2,930 traffic trips used in the traffic analysis is used rather than the 1,585.22 traffic trips as suggested, the GHG emission for transportation sources increases more than double from 27,858.08 CO_2E to 51,490.77 CO_2E. **Clearly, GHG emissions are far greater than that estimated in the DEIR.** JS-22

The GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project. Where the project consists of a new distribution center and truck parking, the vehicular emissions in fact create a "new" mobile source of emissions as they create new trucking jobs, and do not merely redistribute the existing traffic patterns as this analysis has assumed. JS-23

The DEIR incorrectly concludes that even though GHG emissions from the Project would be significant, since the Project is consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG emissions are not cumulatively considerable. Yet, this project is, in fact, inconsistent with the CARB Scoping Plan. For instance, Action T-7 recommends that trucks/trailers be retrofitted with BAT and/or CARB-approved technology, yet this Project does not require this retrofit. The DEIR also states that the Project is consistent with Action E-4 (Million Solar Roofs) which sets a target for the installation of 3,000 megawatts (MW) of new solar capacity by 2017, yet the Project does not include nor require installation of a photovoltaic solar electricity system. In order to actually work to achieve this goal of new solar capacity, the Project should require, as a mitigation measure, the installation of a photovoltaic solar electricity system Such a system may be required through contract requirements in the purchase, sale, or lease agreement. JS-24

The DEIR also states that the Project is in compliance with 2006 CAT Report GHG Emission Reduction Strategies. Yet, these determinations of compliance are not supported by any *mandatory requirements,* but rather based on mitigation measures which are not fully enforceable or feasible. For example, the DEIR states that vehicles accessing the site will be in compliance with CARB vehicle standards to the "maximum extent feasible," but does not define this or implement any standard of performance. The DEIR also states that compliance JS-25

with the State's goal of achieving 50% Statewide Recycling will be met through including "provisions for tenants to recycle," yet, there is no requirement that this goal be met. Recycling of at least 50% by the future tenant should be mandatory and required as a mitigation measure through contract requirements in the purchase, sale or lease agreement. In stating that the Project is compliant with the requirement for water use efficiency, the DEIR states that implementation of water conserving devices should be required "to the extent feasible." This language is again vague and does not include any enforceable performance standards. Also, the Project does not require compliance with the California Solar Initiative, one of the strategies identified as critical for California to meet its greenhouse gas reduction targets. The Project merely *recommends* adoption of a requirement that "[a]ll buildings be designed to accommodate renewable energy sources, such as pholtovoltaic solar energy systems..." (DEIR, pg. 1-58) Again, this should be a *required*. Furthermore, the project is also inconsistent, and/or determined to not require compliance with several other CAT strategies, notably with respect to Alternative Fuels. JS-25 (cont'd)

The DEIR fails to analyze or provide evidence as to how any alleged compliance with the strategies in the 2006 CAT Report or the CARB Scoping Plan would reduce GHG emissions from this Project so that cumulative GHG impacts would not be significant. Furthermore, the DEIR fails to show how the Project is consistent with statewide goals in AB32 of reducing carbon emissions to 1990 levels 2020 and of Executive Order S-3-05 of reducing carbon emissions to 80% below 1990 levels by 2050, when this project only contributes to and increases these carbon emissions. JS-26

The California Air Pollution Control Officer's Association ("CAPCOA") has analyzed several means of determining the significance of a project's greenhouse gas impacts under CEQA in its CEQA & Climate Change White Paper. CAPCOA determined that a threshold of zero or a quantitative threshold designed to capture 90 percent or more of likely future discretionary projects (a 900-ton CO_2E threshold) are highly effective at reducing emissions and highly consistent with the emission reduction targets set forth under AB 32 and Executive Order S-3-05. (See Exhibit 5.) The Bay Area Air Quality Management District (BAAQMD) has also drafted guidance on the determination of significance for greenhouse gas impacts. BAAQMD has recognized that there is a "gap" between state action to reduce emissions and the need to further reduce emissions from land-use driven sectors in order to reach AB 32 targets. (See Exhibit 6.) After a series of calculations, BAAQMD then determined that projects above 1,100 tons (accounting for approximately 92% of all GHG emissions from new land use development) would be considered significant, thereby requiring the adoption of all feasible mitigation measures and helping to get nearer to meeting AB 32 targets after statewide regulations are taken into account. Additionally, in the EIR for the Highland Fairview project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change. The Project clearly exceeds the zero threshold. Accordingly, all feasible mitigation measures must be implemented and thus all suggested design features in Mitigation Measure 4.3.11 must be required to be implemented in the Project design. JS-27

The DEIR improperly concludes that due to the Project's supposed consistency with the CARB Scoping Plan and the 2006 CAT Report "that the Project's greenhouse gas emissions are not cumulatively considerable." (DEIR, pg. 5-14) As discussed above, even if the Project were consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG JS-28

emissions from the Project are not less than significant. Additionally, the conclusion that GHG emissions are not cumulatively considerable just because the emissions are not individually considerable (although not actually true) completely ignores the concept of cumulative impacts. "'Cumulatively considerable' means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects." Guidelines § 15064(h)(1). As the DEIR admits, climate change is a global issue as emissions from sources worldwide combine to create the most pressing environmental and social problem of our time resulting in increased flooding, decreased water supply, negative impacts to biological resources, as well as numerous other negative effects. These sources may "appear insignificant when considered individually, but assume threatening dimensions when considered collectively with other sources with which they interact." *Los Angeles Unified School Dist. v. City of Los Angeles,* 58 Cal.App.4th 1019, 1025 (1997). Here, the cumulative effects on GHG emissions were not adequately analyzed. GHG emissions, which are already estimated at over 30,000 metric tons of CO_2E per year for just this Project, will have a large cumulative effect and this impact must be addressed in the DEIR and be properly mitigated. **Adoption of air quality mitigation measures marked with an asterisk and provided above will help further mitigate GHG emissions.** JS-28 (cont'd)

After all measures have been implemented to reduce emissions, any remaining emissions that cannot be eliminated may be mitigated through off-site measures. The Final Statement of Reasons for CEQA GHG Guidelines specifically contemplates off-site mitigation such as "community energy conservation projects." CAPCOA also found that a potential cost-effective offset and verifiable offset could include an energy-efficient retrofit of existing building stock in the Project area to offset the remainder of the Project's emissions. (See Exhibit 5 at 80.) Offsetting GHG emissions in the project area could also effectively reduce criteria pollutants. JS-29

Noise:

Construction:

Intermittent noise levels due to construction at the Project site are expected to reach 89 dBA at the nearest residential properties, well in excess of the daytime 60 dBA Leq allowable under the Moreno Valley Municipal Code. Even at the more distant residential neighborhoods one quarter mile away from the Project site, noise levels during construction are expected to reach 60 to 65 dBA Leq. The DEIR concludes that even after implementing four mitigation measures, that construction noise will be significant and unavoidable. Yet, the DEIR does *not* adopt all feasible mitigation measures. Also note that Mitigation Measure 4.4.3, which limits constructions activities to between 7:00 a.m. and 8:00 p.m. does *not* mitigate the fact that noise levels of 89 dBA will be in excess of the City's noise ordinance during *daytime* hours. The fact that the ordinance establishes time frames does not eliminate or lessen the environmental impact it merely means that the impacts are not subject to criminal sanctions. The threshold of significance is therefore still exceeded during the day. JS-30

Additionally, Mitigation Measure 4.4.4 merely requires that the Project plans include a statement that "for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be JS-31

installed along the Project's southerly boundary" and should "provide maximum reduction for noise sensitive uses…." The term "maximum reduction" is vague and unenforceable. In order to ensure that this mitigation measure actually reduces the level of noise, the measure should require that these sound barriers, which should also include temporary sound walls, actually **reduce noise at sensitive receptors to no more than 60 dBA Leq.** JS-31 (cont'd)

The Noise Analysis recommends the following feasible mitigation measures which must be adopted:

1. Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.
2. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.
3. Notify surrounding homeowners of expected, specific construction related noise impacts.

JS-32

In addition, the following mitigation measures, not mentioned in the Noise Analysis, should be adopted:

4. When technically feasible, electrical construction equipment should be utilized.
5. During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.

JS-33

Additionally, the DEIR improperly adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA or greater. This is an improper and inaccurate assumption and is certainly not supported by Appendix G of the *CEQA Guidelines* as stated in the DEIR. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance…." Here, 60 dBA is the standard for residential uses and noise levels will be in excess of this standard. JS-34

In terms of ground-borne vibration, there is no evidence pointed to in the DEIR that shows that vibrations would be less than significant even though heavy equipment used during construction "could potentially generate groundborne vibration impacts." Instead the DEIR makes the conclusory statement of insignificance without data or analysis to support such a determination. The DEIR also only mentions vibration impacts to *buildings* when it should also look at impacts to people. Therefore, the DEIR again fails as an informational document. JS-35

<u>Operational - Cumulative Impacts:</u>

As previously discussed, the DEIR fails to look at all cumulatively related projects. This is improper. JS-36

The DEIR finds that the cumulative effects on existing roadways will cause an increase in noise levels of up to 9.5 dB, yet, the DEIR improperly concludes that since the impact from the Project *on its own* is less than 3 dBA that the cumulative impact is not significant. Again, this analysis is completely improper. An increase of 3 dBA is <u>not</u> the threshold of significance adopted for the project. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance ...." Again, that standard for residential uses is 60 dBA and noise levels will be in excess of this standard. For example, with the project, noise levels 100 feet from Redlands Boulevard south of the SR-60 eastbound off-ramp will reach 69.3 dBA and noise levels 100 feet from SR-60 will range from 82.1 to 83.9 dBA. Further, the project will cause noise levels to *increase over levels without the project* at numerous roadway segments. This is a significant impact for which all feasible mitigation must be required. JS-37

Additionally, the Noise Analysis uses noise measurements previously taken at the G.I. Trucking facility in Pomona, California, although neither the Noise Analysis nor the DEIR provide information on this facility in order to show that the activity at the G.I. Trucking facility is comparable to that which would occur at this Project. Therefore the analysis is inadequate to determine the accuracy of potential noise impacts. JS-38

The following feasible mitigation measures must be adopted as recommended in the Noise Analysis: JS-39

1. All trucks, tractors and forklifts shall be operated with proper operating and well maintained mufflers.
2. Maintain quality pavement conditions that are free of bumps to minimize truck noise.
3. Limit the number of idling trucks on the southeastern portion of the site.

Traffic and Circulation:

Interstate 15 ("I-15") and Interstate 215 ("I-215") provide access to the Project area and will most certainly be used to access the Project site. Yet, the DEIR fails to assess the impacts this Project will have on I-15 and I-215 and fails to provide feasible mitigation for projected increased traffic congestion to I-15 and I-215. In order to mitigate for the substantial impacts to these Interstates, mitigation must be included which requires the Project to contribute a fair share to CALTRANS in order to support implementation of improvements to the I-15 and I-215. JS-40

Numerous mitigation measures require that the project participate in fee programs, namely the TUMF and DIF Programs. While payment of fair share fees can be appropriate mitigation for cumulative traffic impacts, they are only adequate when there is an existing program, and that program is adequately funded. The DEIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project. The DEIR also fails to provide information as to the availability of existing fee programs and the financial capability of these programs to actually fund the required improvements for this project. JS-41

The traffic impact mitigation relying on the DIF program is inadequate and is not certain to mitigate traffic impacts. The City announced several months ago that the DIF fees were inadequate to actually construct all required improvements. At that time, the DIF fees were underfunded by approximately 50%. In addition, at the August 18, 2009 City Council Hearing, the City further reduced DIF fees, further increasing the shortfall. There is absolutely no evidence in the record to show that the existing program is adequately funded.

Additionally, these measures do not indicate when the fees will be paid. If required to be paid at the time of construction, the amount could be non-representative of the project's "fair share" in the future. Accordingly, there is absolutely nothing to indicate that the traffic mitigation needed can actually be completed, that mitigation will bring levels of service to acceptable levels, or that there will be adequate funding to install the improvements prior to their need. JS-41 (cont'd)

Therefore, the following mitigation measures should also be adopted:

1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*
2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.*
3. Reroute construction trucks away from congested streets and sensitive receptor areas.*
4. Configure construction parking to minimize traffic interference.*
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite. *
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.*
8. Provide shuttle service to transit stations/multimodal centers for the construction crew.*
9. Improve traffic flow by traffic synchronization.

JS-42

Again, the cumulative analysis of traffic impacts is insufficient as it fails to consider numerous projects as previously discussed. JS-43

Water Supply/Sewer:

The DEIR improperly looks to potable water demand of the project (44 acre feet per year) to determine less than significant impact on water supply, instead of total water demand. The DEIR states that the "EMWD has determined that it will be able to provide adequate water supply to meet the **potable** water demand for the project…." There is no analysis of the impact of any additional water for the Project on diminishing water supplies for other uses such as agricultural uses, despite the fact that agricultural users have been put on mandatory water reductions because of water shortages. JS-44

The DEIR fails to examine impacts from global warming and climate change to water supplies. Specifically, the DEIR does not account for decreased snow pack, expected levee failure, and salinity intrusion into coastal water tables, especially with the State Water Project. Additionally, the state-wide drought and low availability of water throughout southern California will cause water supply to likely be much lower than projected, and the project may have a very significant impact. JS-45

In order to mitigate for these significant impacts, the following mitigation measures should be adopted: JS-45 (cont'd)

1. Install permeable pavement in car parking areas.
2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.

Hydrology and Water Quality:

As discussed in the Preliminary Hydrology Study, on page 6, in order to mitigate for impacts from runoff, the project should be required to "clean the sediment build up in the existing triple 60" pipes crossing under the 60 freeway as well as the existing 60" Pipe outleting into the Redlands Blvd. westerly drainage ditch. This mitigation measure must be included in the DEIR. JS-46

The DEIR fails to analyze the impact at the southwesterly corner of the Project site if the future drainage improvements that are to eventually be constructed "by others in association with eventual bridged crossing of the Quincy Channel" are not constructed or construction is delayed. The DEIR fails to indicate when these drainage improvements are to be constructed and how they will be funded. JS-47

Cultural Resources:

The DEIR fails to provide adequate information to evaluate whether prehistoric resources will be impacted as a below ground investigation was not conducted, merely a surface study, even though most prehistoric resources would be expected to be discovered underground and prehistoric resources have been identified at numerous sites within one mile of the Project site. JS-48

Additionally, the mitigation measures provided to reduce cultural resources below a level of significance are insufficient and uncertain. CEQA prefers that underground cultural resources be preserved in situ whenever possible, yet this Project fails to account for this or require mitigation which requires that resources be preserved underground. MM 4.7.1 and 4.7.3 permit only temporary halts upon discovery of cultural resources, although longer halts and delays may be necessary to properly record and remove resources. These mitigation measures state that this delay is meant to "avoid construction delays." Therefore, it is likely that the cultural resources located onsite will be unearthed, damaged, improperly recorded, etc. in order to not inconvenience construction. JS-49

Further mitigation is feasible. The mitigation measures should give the cultural resources monitor the power to halt construction for as long as necessary in order to properly unearth and remove resources, not merely do a piecemeal salvage job. Further, some option to preserve the resources in situ should be provided in the event of the discovery of extensive cultural resources. JS-50

Biological Resources:

The DEIR and biological survey conclude, without providing adequate evidence or analysis, that although common wildlife would potentially be impacted by loss of this ruderal agricultural land, that this impact would not be significant. This is a conclusory statement not supported by evidence in the DEIR. The development of farmland and open space results in a loss of habitat and in turn, wildlife. The impacts to biological resources must be accurately analyzed and mitigated. JS-51

Aesthetics:

The Project is expected to change scenic vistas and cause a significant and unavoidable aesthetic impact and cumulatively result in a substantial adverse effect on scenic views in the Project area. In an attempt to mitigate these effects, the Project should be required to conduct off-site mitigation and preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County. JS-52

Project Alternatives:

CEQA requires that an EIR consider a reasonable range of project alternatives that lessen significant project impacts and meet basic project objectives. In this case, the DEIR fails to satisfy this mandate by not analyzing a "reasonable range" of alternatives because besides the no-project alternatives, the DEIR only actually considers the Reduced Intensity Alternative and Alternative Site 5. Further, Alternative Site 5 would not lessen significant project impacts. Although mentioned in the DEIR, Alternative Sites 1, 2, 3, and 4 were not actually considered as these sites are unavailable since other development is already planned for these sites. Further, any rejection of project alternatives has to be supported by findings supported by substantial evidence and this evidence does not appear in the record. JS-53

Thank you for your consideration.

Sincerely,

Raymond W. Johnson, Esq. AICP
JOHNSON & SEDLACK

Encl: Exh (11)

EXHIBITS

(1) Moreno Valley New Project Maps with Commercial Development Activity, New Housing and Planned New Housing. (Accessed from the City of Moreno Valley website, December 2, 2010).

(2) Moreno Valley Residential Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(3) Moreno Valley Commercial Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(4) Final Environmental Impact Report, Moreno Valley General Plan: 5.8, Agricultural Resources. (July 2006).

(5) California Air Pollution Control Officers Association. (January 2008) *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act.*

JS-54

(6) Bay Area Air Quality Management District. (December 7, 2009) *California Environmental Quality Act Guidelines Update, Proposed Thresholds of Significance.*

(7) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 4.0 Construction Noise Criteria and Descriptors.*

(8) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 9.0 Construction Equipment Noise Levels and Ranges.*

(9) U.S. Department of Housing and Urban Development. (March 1985) *The Noise Guidebook.*

(10) Suter, Dr. Alice H., Administrative Conference of the United States. (November 1991) *Noise and Its Effects.*

(11) Federal Interagency Committee on Urban Noise. (June 1980) *Guidelines for Considering Noise in Land Use Planning and Control.*

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

JS-55

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

JS-55 (cont'd)

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community. JS-55 (cont'd)

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track. Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.

Lee's Summit, MO
6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO
9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.

Project Coordinator
6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

JS-55 (cont'd)

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS. JS-55 (cont'd)

JOHNSON & SEDLACK

Letter Dated December 6, 2010

Response JS-1

The City disagrees with the commentor's generalized assertions regarding the adequacy of the Westridge Commerce Center Draft EIR. As detailed in the following responses, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative impacts has been identified within the Draft EIR. As appropriate, additional measures suggested by the commentor have been incorporated to further reduce impacts, but these changes do not alter the conclusions or analysis contained in the DEIR. These mitigation measures, as amended herein, have been carried forward into the Mitigation Monitoring Plan included as Section 4.0 within this Final EIR. Similarly, the commentor's contention that the Project is inconsistent with the City's General Plan is addressed in the following responses.

Response JS-2

This comment incorrectly identifies the "Project Sponsor" as ProLogis. As noted on Draft EIR Page 2-2, the Project proponent is actually Ridge Property Trust. Otherwise, the commentor has accurately summarized the general aspects of the proposed Project and its significant impacts.

Response JS-3

This comment incorrectly infers that the Draft EIR's analysis of cumulative impacts was limited to a limited geographical area surrounding the Project site. In addition to the eleven existing and planned development projects identified in Draft EIR Table 5.1-1 (please refer to Draft EIR Page 5-2), the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be

considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

Affected Draft EIR discussions at Pages 5-1 through 5-25 are revised, as indicated below by **bold underlined text,** providing clarification of considered parameters and geographic scope for each cumulative impact topic.

5.1 CUMULATIVE IMPACT ANALYSIS

CEQA requires that an EIR identify any significant cumulative impacts associated with a project [Guidelines, Section 15130 (a)]. When potential cumulative impacts are not deemed significant, the document should explain the basis for that conclusion. "Cumulative impacts" are defined as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." [*CEQA Guidelines*, Section 15355 (a l)]. Thus, a legally adequate cumulative impact analysis is an analysis of a particular project viewed over time and in conjunction with other related past, present and reasonably foreseeable probable future projects whose impacts might compound or interrelate with those of the project at hand. CEQA notes that the discussion of cumulative impacts should be guided by standards of practicality and reasonableness [Guidelines, Section 15130 (b)]. Only those projects whose impacts might compound or interrelate with those of the project under consideration require evaluation. CEQA does not require as much detail in the analysis of cumulative environmental impacts as must be provided for the project alone.

The Guidelines identify two basic methods for satisfying the cumulative impacts analysis requirement: the list-of-projects methodology and the summary-of-projections methodology. Because each environmental resource is affected by its surroundings in different

ways, either of the two methodologies, or a combination of both, may be applied to the analysis of cumulative impacts to each resource. For example, because the approval process and construction phase of development typically takes at least one to two years, the list-of-projects method is likely to provide a more accurate projection of growth in the near term. This method may overstate potential cumulative impacts because the considered list-of-projects may include proposals that will never be developed. Similarly, because development proposals are rarely publicly known until within five (5) years of the expected development, the summary-of-projections method provides a more accurate projection of growth over the long term. This method may not accurately predict growth in any given year, but aggregates various growth trends over the long term. Unless otherwise noted, potential cumulative impacts of the Project are considered in the context of known or probable development proposals (related projects) as well as anticipated ambient growth of the City and region.

As noted previously, the Guidelines identify "that only those projects whose impacts might compound or interrelate with those of the Project under consideration require evaluation." In this regard, it is recognized that within the context of the cumulative impacts analysis, varied criteria are employed in determining the scope and type of "cumulative projects" to be considered. For example, the analysis of cumulative traffic impacts evaluates the Project's traffic impacts in the context of other known or probable development proposals that would discernibly affect traffic conditions within the Traffic Impact Analysis Study Area, though such projects may not affect other environmental considerations.

The manner in which each resource may be affected also dictates the geographic scope of the cumulative impacts analysis. For example, cumulative traffic impacts will typically be localized to the vicinity of a given project site because after a relatively short distance, traffic patterns tend to normalize. Similar considerations factor in evaluating potential cumulative impacts for each of the EIR's environmental topics (Land Use and Planning, Traffic and Circulation, Air Quality, Noise, Water Supply, Hydrology and Water Quality, Cultural Resources, Biological Resources, and Aesthetics).

Unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

Potential cumulative impacts of the Project are considered in the context of known or probable development proposals, as well as anticipated generalized ambient growth of the region. As identified at Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" have been identified within the cumulative scope of the Westridge Commerce Center Project. Related projects have been identified in consultation and coordination with the Lead Agency. . . .

. . . It should be noted that, with the exception of specific Project-related traffic, air quality, noise and aesthetic impacts, which are forecast to remain significant and unavoidable even after application of all feasible

mitigation, implementation of the mitigation measures identified in this Draft EIR (found in Table 1.10-1) would reduce impacts to a level that is considered less-than-significant.

5.1.1 DISCUSSION OF CUMULATIVE IMPACTS

Potential cumulative impacts for each topic of environmental concern considered in this EIR and associated Initial Study are discussed below. Assessments of potential cumulative impacts are based on development scenarios and growth projections presented in the City's General Plan, related analyses of cumulative impacts presented in the General Plan EIR, as well as potential cumulative effects of the previously-identified related projects.

5.1.1.1 Cumulative Impacts Related to Land Use and Planning

The cumulative impact area when considering potential cumulative land use and planning issues generally includes areas that are currently, or are anticipated to be, subject to provisions of the City General Plan and Zoning Ordinance. These areas include the currently incorporated areas of the City of Moreno Valley and unincorporated areas of the County of Riverside lying within the City's Sphere of Influence.

Implementation of the Westridge Commerce Center Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. It is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area. . . .

5.1.1.2 Cumulative Impacts Related to Traffic and Circulation

The cumulative impact area for traffic circulation impacts is generally defined by the Traffic Impact Study Area as detailed within the Project

Traffic Impact Analysis (EIR Appendix B). This Area includes, but is not limited to potentially affected roadways and intersections within the City of Moreno Valley, and also considers all potentially affected Caltrans and Congestion Management Program facilities.

Project-Specific Impacts Are Reduced To Levels That Are Less-Than-Significant

Project-specific traffic impacts are addressed through implementation of on-site improvements and mitigation to be completed prior to issuance of the first Certificate of Occupancy for the Project. . . .

5.1.1.3 Cumulative Impacts Related to Air Quality

The cumulative impact area for air quality considerations is generally defined by the encompassing Air Basin and boundaries of jurisdictional air quality management agency, in this case, the South Coast Air Basin (SCAB) and the South Coast Air Quality Management District (SCAQMD) respectively. Project emissions within the context of SCAQMD's regional emissions thresholds provide an indicator of potential cumulative impacts within the jurisdictional Air Basin. Impacts to air quality from cumulative projects may occur within the entire Air Basin. Due to the defining geographic and meteorological characteristics of the Air Basin, criteria pollutant emissions that would potentially cumulatively impact air quality would be, for practical purposes, restricted to the Air Basin. Accordingly, the Basin geographic area is the appropriate limit for this cumulative Air Quality analysis. Cumulative localized impacts for pollutants are also considered, and reflect Project air pollutant emissions in the context of ambient air quality conditions more immediate to the Project site.

Global Climate Change impacts are by definition, cumulative and global in scope.

Construction-Source Pollutant Emissions

EIR Section 4.3, "Air Quality," and EIR Appendix C address potential air quality impacts of the Project. As discussed, even after compliance with all rules and regulations, Project-related construction activities will temporarily result in exceedances of applicable SCAQMD regional thresholds for VOC and NOx. . . .

5.1.1.4 Cumulative Impacts Related to Noise

The cumulative impact area for noise considerations is generally defined as surrounding properties that could receive Project-generated noise (either construction or operational), and would also include roadway corridors affected by Project-related traffic and associated vehicular noise (existing EIR discussion at Page 5-14).

5.1.1.5 Cumulative Impacts Related to Water Supply

The cumulative impact area for water is the Eastern Municipal Water District (EMWD) service area and encompassing Metropolitan Water District (MWD) jurisdiction. Water supply issues germane to the Project including cumulative water supply impacts are comprehensively addressed within The Project Water Supply Assessment, (Eastern Municipal Water District) June 4, 2008. The Project Water Supply Assessment is presented at Draft EIR Appendix E.

As discussed in Draft EIR Section 4.5, potential cumulative impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. . . .

5.1.1.6 Cumulative Impacts Related to Hydrology and Water Quality

The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area encompassed by the jurisdictional Regional Water Quality Control Board (RWQCB), in this case the Santa Ana Regional Water Quality Control Board. Local oversight is also provided by the City of Moreno Valley and Riverside County.

Potential hydrology and water quality impacts of the Project are addressed in EIR Section 4.6, "Hydrology and Water Quality." As discussed in the EIR, Project-related storm water management will be realized through a system of on-site detention basins and controlled release of storm waters to existing and proposed drainage facilities. . . .

5.1.1.7 Cumulative Impacts Related to Cultural Resources

The cumulative impact area for prehistoric, archaeological, and historic resources is the Perris Plain/Perris Valley area (including the Cities of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within the Perris Plain/Perris Valley area would be site-specific. In the event that similar resources are encountered at any other project sites, specific mitigation measures would be applied before development could proceed.

As discussed in Draft EIR Section 4.7, potential impacts to cultural resources are determined to be less-than-significant as mitigated. . . .

5.1.1.8 Cumulative Impacts Related to Biological Resources

The cumulative impact areas for biological resources are generally defined by available habitat, species' range(s), physical constraints, and other

limiting factors as discussed within the Project Biological Resources Assessment, Draft EIR Appendix G (existing discussion at EIR Page 5-20).

5.1.1.9 Cumulative Impacts Related to Aesthetics

The cumulative impact area for aesthetic impact considerations is generally defined as the city of Moreno Valley General Plan Area. More specific to the Project, cumulative impacts of concern are impacts to views and viewsheds along SR-60 in the Project vicinity.

As presented in EIR Section 4.9, "Aesthetics," new industrial uses proposed by the Project will substantially alter the existing visual sense of the subject property, which is currently a vacant site. . . .

Related development proposals that would potentially interact with Project traffic are summarized in the Draft EIR (Draft EIR at Page 4.2-16) and identified graphically at TIA Exhibit 5-11. The developments referenced by the commentor, including the Moreno Highlands Specific Plan (adopted in 1992), the Aqua Bella Specific Plan (adopted in 2005), and Centerpointe Business Park Project (approved in 2006) are reflected in the City's most recent General Plan Amendment, which was adopted in 2006. Traffic generated by these projects is modeled in traffic planning estimates and projections of the Moreno Valley General Plan buildout condition. As clarified previously in these responses, unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

Response JS-4

The Draft EIR addresses the Project's consistency with applicable General Plan goals, objectives and policies for each topic of analysis (please refer to Draft EIR Land Use Table 4.1-1 on Pages 4.1-18 through 4.1-20; Traffic and Circulation Table 4.2-8 on Pages 4.2-23 and 4.2-24; Air Quality Table 4.3-4 on Page 4.3-18; Noise Table 4.4-3 on Pages 4.4-10 and 4.4-11; Water Supply Table 4.5-10 on Pages 4.5-24 and 4.5-25; Hydrology and Water Quality Table 4.6-2 on Pages 4.6-13 and 4.6.14; Cultural Resources Table 4.7-1 on Page 4.7-10; Biological Resources Table 4.8-1 on Pages 4.8-11 and 4.8-12; and Aesthetics Table 4.9-1 on Pages 4.9-5 through 4.9-7).

The commentor asserts that "the Project has numerous significant and unavoidable impacts to the safety, health, and well-being of residents throughout Moreno Valley." The Project's significant and unavoidable impacts have been identified as follows: cumulative traffic impacts affecting levels of service at certain intersections, roadway segments and freeway mainline segments; individual and cumulative short-term construction source exceedance of localized air quality thresholds for particulates (PM_{10} and $PM_{2.5}$); individual and cumulative long-term operational emissions exceedances for ozone precursors (VOC and NOx); individual and cumulative short-term construction noise impacts; and individual and cumulative aesthetic impacts related to changes to scenic vistas.

The Draft EIR acknowledges that increased air emissions could affect the health of area residents (please refer to Draft EIR Section 4.3, pages 4.3-4 through 4.3-10 *et al.*). The Draft EIR further acknowledges that the Project's temporary exceedance of the South Coast Air Quality Management District's Localized Significance Thresholds (LSTs) represents a potentially significant impact to sensitive receptors in the Project vicinity for the duration of Project construction. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely undeveloped. All other

study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. Additionally, the Draft EIR included a Health Risk Assessment which was prepared in order to specifically address potential health risks that could result from exposure to Project-generated Diesel Particulate Matter (DPM). No health risks related to DPM were identified, and potential impacts in this regard were found to be less-than-significant (please refer to Draft EIR pages 4.3-79 to 4.3-86).

Similarly, the potential for long-term increases in noise generation to lead to health impacts are acknowledged in the Draft EIR (please refer to Draft EIR pages 4.4-3 through 4.4-4, *et al*. However, the Draft EIR identified no long-term exceedances of existing noise standards due to Project operations (please refer to Draft EIR pages 4.4-21 through 4.4-26). The significant noise impacts identified in the Draft EIR were the result of Project construction activities, and as such, would be temporary and intermittent.

The Project will implement all feasible mitigation as summarized at revised Table 1.10-1. Notwithstanding, significant impacts are anticipated to occur from Project construction and/or operations. These significant impacts are summarized at EIR Table 1.8-1 (Draft EIR Pages 1.1-17 through 1.1-20). CEQA does not prohibit the Lead Agency from approving a project with significant impacts. As provided for under CEQA Section 15093 subd. (a):

> (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits,

> of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable. General Plan goal, objective, and policies cited by the commentor are provided in their entirety in the following table, along with a discussion of the Project's consistency with each of these provisions.

Goal/Objective/Policy	Project Consistency
Goal 2.2: An organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population, and promote the optimum degree of health, safety, well-being, and beauty for all areas of the community, while maintaining a sound economic base.	**Consistent**. The Project is permitted under the site's current General Plan Land Use Designation, reflecting consistency with the City's goal to establish an organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population. The Project establishes contemporary industrial facilities. As noted at EIR Page 3-5, "[f]inal designs of the Project building will be realized consistent with industrial design requirements and standards identified under Municipal Code Section 9.05.040, "Industrial Site Development Standards." Site plan and design concepts are articulated at EIR Section 3.0, Project Description. Moreover, the Project is required to comply with Development Plan Review provisions established within City of Moreno Valley Municipal Code Section 9.02.030. The Project will contribute to a functional balance by affecting the City's economic base through increased property tax revenues based on improvement of the vacant site. The Project proposes new industrial development within the City, and will create additional job opportunities (temporary construction jobs and as well as permanent warehouse staff and management positions)anticipated to be filled from local employment pools. At buildout, the Project is anticipated to generate up to approximately 900 permanent jobs.
Objective 2.13: Coordinate development activity with the provision of public infrastructure and services to eliminate possible gaps in service provision.	**Consistent.** The Project will provide all necessary infrastructure improvements to ensure safe and efficient operations. As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. Please refer also to the discussion of Project infrastructure presented at Draft EIR Pages 3-21 through 3-23. The Project will also be responsible for providing on-site and off-site roadway infrastructure improvements, prior to the issuance of occupancy permits, as presented at Draft EIR pages 3-7 and 3-8.

Goal/Objective/Policy	Project Consistency
Policy 2.10.14: Preserve or relocate existing mature trees and vegetation where practical. Mature trees shall be replaced when they cannot be preserved or relocated.	**Consistent.** The Project design concept as well as programmed Caltrans improvements to adjacent SR-60 would require elimination of certain mature pine trees existing along the existing northerly boundary of the subject property. That is, these trees will be displaced by Project and Caltrans improvements, and cannot be maintained in place. As discussed at Draft EIR Page 4.9-19, the Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements.
Policy 2.13.1: Limit the amount of development to that which can be adequately served by public services and facilities, based upon current information concerning the capability of public services and facilities.	**Consistent.** As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. The Project's potential to result in Projects-specific impacts due to insufficient roadway infrastructure have been addressed within the Draft EIR (Section 4.3, "Traffic and Circulation," Mitigation Measures 4.2.1, 4.2.2), and are identifies as less-than-significant as mitigated.
Policy 2.13.3: It shall be the ultimate responsibility of the sponsor of a development project to assure that all necessary infrastructure improvements (including system wide improvements) needed to support project development are available at the time that they are needed.	

It is acknowledged that not every provision of the General Plan was addressed within the Westridge Draft EIR; however, the Lead Agency disagrees with the commentor's assertion that the Draft EIR is thus inconsistent with the General Plan. The results and conclusions of the Draft EIR are not affected.

Response JS-5

The commentor correctly notes that the Draft EIR identifies potential impacts regarding the conversion of farmland to non-agricultural uses to be a less-than-significant impact. However, the comment misconstrues the findings of the City's General Plan in regard

to this issue. As referenced in the discussion of Agricultural Resources analysis from the Moreno Valley General Plan Final Program EIR, which was attached to the commentor's letter and identified by the commentor as "Exhibit 4," and has been included in Appendix A of this Final EIR), the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. The Project land uses are consistent land uses reflected in the General Plan, and the Project would not result in impacts to farmlands differing substantively from those considered and evaluated in the GPEIR.

Moreover, relevant CEQA threshold considerations address lands defined as "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Significance." In the case of the Project, the subject site does not qualify as any of these.[8] The mitigation measures identified by the commentor are unnecessary. The results and conclusions of the Draft EIR are not affected.

Response JS-6

This comment is unclear about the nature of the significant impact that will result should the Project's proposed zone change and Municipal Code amendment be

[8]State of California Department of Conservation, Division of Land Resources Protection, Farmland Mapping and Monitoring Program Riverside County Important Farmland 2008 (Sheet 1 of 3) identifies the Project site as "Farmland of Local Importance."

adopted. The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23. Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.
>
> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as required to fully mitigate any

potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties (Draft EIR Pages 4.1-22, 23).

The Draft EIR adequately and appropriately considers all potential land use and planning impacts, consistent with the methods set forth in the CEQA Guidelines. To these ends, the Draft EIR considers all pertinent land use plans, policies, regulations. There is no substantiation or indication that the Project would result in or cause potential interference with animal keeping on nearby properties. The Draft EIR acknowledges that "development of the Project would result in a permanent change to the perceived rural character of the Project area" (Draft EIR Page 5-5). Moreover, zone changes and amendments to the municipal code do not trigger any of the thresholds of significance under CEQA Guidelines Appendix G.

However, this change is consistent with the existing General Plan designation for the Project site. Further, potential effects on adjacent land uses are minimized by the 250-foot buffer area that would be provided by the Municipal Code amendment referenced above.

With approval of the Project's requested zone change and requested Municipal Code amendment to establish objective standards for the development of Light Industrial uses adjacent to residentially-zoned property, the Project's potential to result in significant land use impacts was determined to be less-than-significant. The results and conclusions of the Draft EIR are not affected.

Response JS-7

Despite the commentor's assertions to the contrary, the Project's air quality analysis does account for construction worker travel to and from the site. As noted in the Draft EIR (Page 4.3-56), "[c]onstruction emissions for construction worker vehicles traveling to and from the Project site, as well as vendor trips are also accounted for within the

Project construction emissions modeling." Worker trips for all construction phases are clearly identified and accounted for in the air quality modeling (see URBEMIS construction emission modeling data in Draft EIR Appendix C. Specifically, please refer to Appendix A of the Project Air Quality Impact Analysis). No indication of zero VMT for construction workers is found. The results and conclusions of the EIR are not affected.

Response JS-8

The commentor states that "all feasible mitigation measures were not adopted . . . and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur." The commentor requests Mitigation Measure 4.3.4 to specifically include zero VOC applications for all "paints, coatings, and solvents."

Draft EIR Mitigation Measure 4.3.4 serves as a formal restatement a of SCAQMD rules. As noted in the Draft EIR (Page 4.3-61), "[i]n order to facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as mitigation measures, and shall be incorporated in all Project plans, specifications and contract documents." Complementing SCAQMD rule compliance, the Draft EIR incorporates additional requirements as mitigation measures. "Additional mitigation required of the Project is identified below, and shall be incorporated in all Project plans, specifications and contract documents." (Draft EIR Page 4.3-62) Mitigation Measure 4.3.8 currently requires Zero VOC paint applications. In response to the commentor's suggestion, Mitigation Measure 4.3.7 is amended to read as follows:

> ~~*Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications*~~***"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113. The Project shall surpass Rule 1113 minimum requirements through specification that VOC content shall not exceed 150 grams/liter; 1.25 pounds/gallon. High Pressure Low Volume***

(HPLV) applications of paints, coatings, and solvents shall be *consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Other than suggested language modification of SCAQMD rules, the commentor offers no new or revised mitigation for consideration here. Absent specific suggestions or requested revisions, further response in this regard is not possible. The conclusions of the EIR are not affected.

Response JS-9

The commentor appears to misinterpret Air Quality modeling protocols and outputs, stating that " . . . [i]n recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions by approximately 44%. Yet, Mitigation Measure 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. Mitigation Measure 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%."

To clarify, Mitigation Measure 4.3.1 is a formal restatement of SCAQMD Rule 403 provisions. URBEMIS modeling of the Rule application yields a 44 percent reduction in PM_{10} emissions. As suggested by the commentor, additional language specifying on-site speed controls is added to Mitigation Measure 4.3.1:

- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project***

site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-10

The commentor suggests explicit notation indicating required use of available electrical power during construction activities. In response to the commentor's suggestion, Mitigation Measure 4.3.6 is amended as follows:

> *4.3.6 During Project construction, existing electrical power sources (e.g., power takeoffs from existing or temporary power poles) shall be ~~provided for~~* ***utilized to*** *power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-11

Please note that introductory language included prior to the introduction of construction-source emissions mitigation measures states: *"To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.4 below, and shall be incorporated in all Project plans, specifications and contract documents."*

Existing Mitigation Measure 4.3.2, which read, "[t]he contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper

tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law)"is deleted and replaced with the following:

> ***4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and by not allowing construction equipment to be left idling for more than five minutes (per California law).***

Response JS-12

The commentor states that "[t]he air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas 'quickly' should be adopted." In fact, this statement does not appear to be included in the Project Air Quality Analysis. The mitigation input calling for the Project to replace ground cover in disturbed areas quickly is, however, a parameter reflected in the URBEMIS modeling output. Revised Mitigation Measure 4.3.1 is amended to reflect this specific parameter:

- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-13

The commentor notes that an estimated disturbance area of 13.66 acres per day is reflected in the Air Quality modeling. The commentor suggests that a mitigation measure be included limiting site disturbance to less than 13.66 acres per day. The estimated disturbance of 13.66 acres per day (approximately one-quarter of the Project site) likely overstates actual disturbance and is employed for emissions modeling purposes and to develop mitigation addressing the likely maximum impact scenario. To assume or propose unrealistically limited grading of the site is contrary to CEQA disclosure mandates. Further, due to daily limits on grading, there would be incrementally increased impacts due to extended periods of fugitive dust, extended exposure to construction noise, and extended traffic disturbance. The commentor is referred to EIR Section 5.2.2.1, "Extended Construction Alternative Considered and Rejected," which specifically considers and rejects limited grading of the Project site. To ensure consistency with URBEMIS modeling assumptions, new Mitigation Measure 4.3.1 is revised to include the following specification:

- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-14

The commentor proposes numerous additional measures (following) as means to reduce Project-related construction-source emissions air quality impacts. Each of these measures is evaluated in the table which follows. Measures offered by the commentor are not required in order to achieve the level(s) of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed

measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

As detailed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to the following text from the Draft EIR:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation (Draft EIR Page 4-2).

It is further noted that in some instances, the commentor proposes additional operational emission measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

Suggested Measure	Response
1. Require the purchase of NOx credits from a qualified broker to offset construction-related air quality impacts.	**Infeasible.** NOx emissions credits are generally applied toward operational emissions at major source facilities (e.g., refineries, power plants, etc.). NOx emissions credits are not commonly used to address short-term construction emissions. It would be impractical to purchase offsets for the Project's construction impacts since the actual amount of construction emissions set forth in the Draft EIR represent an overestimation of actual emissions (i.e., the Air Quality Analysis assumes all construction equipment is operating eight hours per day as a "worst-case" scenario), and because the actual Project construction schedule (duration) is not known with a great deal of certainty and is subject to change based on availability of contractors, equipment, materials, etc. Further, any emission reduction credits would not result in any reduction to construction emissions on-site or in the immediate vicinity of the Project. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4. Complete all roadways, driveways, sidewalks, etc. as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.	**Incorporated** at revised Mitigation Measure 4.3.1, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. Pave all roads on construction sites as soon as technically possible.	**Infeasible.** It is infeasible and ineffective to pave roads within construction sites or at construction site access points. Such pavement is destroyed in the process of construction and/or is in perpetual state of disrepair. Paving temporary roads within construction areas unnecessarily increases VOC generation, with little or no discernible reduction in other air pollutant emissions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
6. Limit fugitive dust sources to 20 percent opacity.	**Replicates existing requirements.** Please refer to SCAQMD Rule 403.
7. The contractor or builder shall designate a person or person(s) to monitor the dust control program and	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
to order increased watering, as necessary, to prevent transport of dust offsite.	
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The person shall take corrective action within 24 hours.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Require high pressure injectors on diesel construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Restrict engine size of construction equipment to the minimum practical size.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Use electric construction equipment where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
12. Substitute gasoline-powered for diesel powered construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane or biodiesel.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Implement activity management techniques including: a) development of construction management plan to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	**Not required, counterproductive.** Construction contractor(s) employ techniques and procedures so as to provide for the most efficient operation of their construction activities. No demonstrated or suggested nexus between the suggested measures and project impacts. The commentor indicates further that this measure would reduce greenhouse gas emissions; however, none of the measures would demonstrably reduce total greenhouse gas emissions. As also discussed in these responses, measures acting to prolong construction (e.g., restricted use of equipment, limitation of the length of construction work-day period; phasing of construction activities) tend to increase rather than decrease environmental impacts due to extended and periods of disturbance.
15. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
16. Use electricity from power poles rather than temporary diesel power generators.	**Replicates existing requirements.** This requirement is currently reflected at EIR Mitigation Measure 4.3.6, presented , in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South

Suggested Measure	Response
formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	Coast Air Quality Management (District representatives James Koizumi and Steve Smith) confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ride-sharing program for the construction crew has been encouraged and will be supported by contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
20. Provide shuttle service to food service establishments/commercial areas.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
21. Provide shuttle service to transit stations/multimodal stations.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
22. Utilize only CARB certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
23. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan.".

Suggested Measure	Response
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.	**Infeasible, counterproductive.** Extending the grading schedule would (1) increase the Project's grading costs; (2) hinder effective management, organizing, and scheduling of construction tasks; and (3) result in adverse environmental trade-offs as a result of prolonged disturbance in the Project area, including but not limited to: extended periods of increased noise levels; prolonged generation of fugitive dust and VOCs; increased erosion exposure and associated water quality issues; and additional traffic disturbances associated with on-site construction activities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

Response JS-15

The commentor states: "[t]he Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930). This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts."

It appears that the commentor has incorrectly interpreted and applied default URBEMIS values. SCAQMD does not typically conduct project-level URBEMIS modeling for other than their own projects. Moreover, default values are just that, the "default" condition. Changes to default values are appropriate when specific Project attributes or operational characteristics are known, as is the case for the Project. In this regard, the Air Quality analysis specifically recognizes vehicle types and trip generation characteristics of the Project. Known vehicle trip generation characteristics provide a more accurate assessment of Project vehicular-source emissions impacts than does application of default URBEMIS values.

The commentor appears to misinterpret and misapply vehicle trip generation characteristics and their use in developing estimated air pollutant emissions impacts vis-à-vis use of trip generation estimates for the purposes of traffic modeling. More specifically, as noted in the Project Air Quality Analysis, Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. The Project related operational air quality impact centers primarily on the approximate 1,585 net vehicle trips generated by the Project (at project buildout). Trip characteristics available from the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009, included in Draft EIR Appendix B) were utilized in this analysis. It should be noted that the Project's traffic study presents the total Project vehicle trips in terms of Passenger Car Equivalents, or PCEs (the 2,930 PCE value cited by the commentor) in an effort to recognize and acknowledge the effects of heavy vehicles at the study area intersections. For purpose of the air quality study, emissions were calculated based on the type of vehicle (e.g., passenger cars and trucks) a more detailed discussion of how the actual number of vehicles were programmed into the model is presented in Draft EIR Appendix C. Specifically, page 37 of the Project Air Quality Analysis refers to its own Appendix B for review. Parallel information is provided in the Draft EIR, and reprinted below for ease of reference.

> 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and

> acknowledging physical size differences in vehicles and related effects on roadways and at intersections (Draft EIR Page 4.2-19).

Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. Assessment of the Project's operational air quality impact centers primarily on the approximately 1,585 net vehicle trips generated by the Project (or, the arithmetic sum of truck and passenger vehicle trips). Trip generation characteristics for the Project are presented in Draft EIR Appendix B, the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009). The results and conclusions of the Draft EIR are not affected.

Response JS-16

The commentor notes discrepancies between the Draft EIR text and the Air Quality Study regarding vehicle trip length and vehicle speed employed in the LST analysis. Notwithstanding, the quantified LST emissions impacts reported in the Draft EIR (Table 4.3-12) are consistent with the LST values presented in the Air Quality Analysis (Table 4-5). The typographic error at Draft EIR Page 4.3-68 is corrected (below) consistent with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

These corrections have been incorporated in Final EIR Section 2.0, "Revisions and Errata." The results and conclusions of the Draft EIR are not affected.

Response JS-17

The commentor provides opinions regarding the efficacy of mitigation proposed as means of reducing Project operational NOx and VOC emissions. It is important to note that substantially all of the estimated NOx emissions are from mobile sources – principally vehicle exhaust, and vehicle tail pipe source emissions are regulated by CARB and USEPA. The Lead Agency cannot control emissions from the tailpipes of vehicles traveling to/from the facility.

In addition, the Project is compliant with the SCAQMD's attainment plans, as the use of the site for industrial purposes was included in the previous SCAQMD's ozone and PM attainment plans. The Project implements all feasible mitigation measures and complies with all applicable CARB and SCAQMD Rules directed toward reduction of NOx and VOC emissions. The Lead Agency will however, adopt and implement EIR mitigation measures that minimize vehicle emissions generated on-site and by employees, but those vehicle miles are minor compared with the total vehicle miles used in the studies; and further, URBEMIS does not account for any reductions for those measures.

The Draft EIR clearly states that even with application of proposed mitigation, Project operational NOx and VOC emissions will exceed applicable SCAQMD regional thresholds. Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging Project exceedances for operational-source NOx and VOC emissions.

Response JS-18

The commentor arbitrarily suggests a 30 percent increase in energy efficiency beyond the requirements provided under Title 24 Building Energy Efficiency Standards, inferring a somehow substantial resultant decrease in NOx emissions. Consistent with the provisions of Executive Order, S-20-04 (CA 2004),which sets a goal of reducing energy use in public and private buildings by 20 percent by 2015 (as compared with

2003 levels), the Project will achieve a minimum 20 percent increase in building efficiencies beyond Title 24 requirements (please refer to Mitigation Measure 4.3.11).

As noted previously, the predominance of Project operational NOx emissions are vehicle-generated, and beyond the control of the Applicant or Lead Agency. Any reduction in NOx emissions resulting from increased building/facility energy efficiencies would be, at best, nominal. Even assuming "zero" NOx emissions from building/area sources, NOx emissions would be reduced by approximately 0.09 to 0.11 percent (0.0009 to 0.0011), and would still exceed applicable SCAQMD regional thresholds. No additional Title 24 enhancements are proposed, nor are any required. Results and conclusions of the EIR are not affected.

Response JS-19

The commentor proposes numerous additional measures as a means to reduce Project-related operational-source air quality impacts. Each of these measures is evaluated in the Table which follows. While the suggested measures may in part act to generally reduce Project impacts, none of the measures are required in order to achieve the levels of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

With specific regard to proposed measures targeting GHG emissions reductions, arguably, the proposed measures may prove of little net benefit, while imposing significant cost and economic burdens. Case studies have indicated that GHG measures implemented to date have yielded marginal benefits when compared to economic costs. Moreover, premature implementation of unproven measures would be detrimental by diverting resources that could be made available to other, more effective strategies. Please refer also to the attached: *The AB 32 Challenge: Reducing*

California's Greenhouse Gas Emissions (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008.

As discussed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to Draft EIR Page 4-2:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation. . . .

It is further noted that in some instances, the commentor proposes additional measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent, that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

Suggested Measure	Response
1. Require the utilization of zero VOC paint, coatings and solvents.	**Incorporated.** This requirement is reflected at EIR Mitigation Measure 4.3.7, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan." Mitigation Measure language has been revised as suggested by SCAQMD.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.	**Infeasible.** Please refer to Response JS-14, item No. 1.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become a SmartWay partner.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4.The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90%of all long haul trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
7. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South Coast Air Quality Management District representatives James Koizumi and Steve Smith confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Require each user to establish a carpool/vanpool program.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Provide on-site child care or contribute to off-site child care within walking distance.	**Infeasible, counterproductive.** Childcare facilities are not compatible with the proposed industrial warehouse uses. Moreover, there is no demonstrated nexus with Project-related operational emissions impacts requiring or suggesting implementation of childcare facilities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
12. Provide preferential parking for carpool/vanpool vehicles.	**Replicates existing requirements.** Preferential parking for carpools/vanpools is currently required pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Provide secure, weather-protected bicycle parking for employees.	**Incorporated** at revised EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Provide direct, safe bicycle access to adjacent bicycle routes.	**Replicates existing requirements.** Direct, safe bicycle access is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
15. Provide showers and lockers for employees bicycling or walking to work.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
16. Short-term bicycle parking for retail customers and other non-commute trips.	**Replicates existing requirements.** The Project does not propose retail uses. Bicycle parking is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Connect bicycle lanes/paths to city-wide network.	**Replicates existing requirements.** Bicycle path connections are currently provided pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
18. Design and locate buildings to facilitate transit access, e.g. locate building entrances near transit stops, eliminate building setbacks, etc.	**Infeasible, counterproductive.** No transit stops exist proximate to the Project site such that building orientation would have any material effect on use of, or access to transit. Elimination of building setbacks as suggested would increase potential air quality, noise and visual impacts when compared to the Project as proposed. The suggested measure is not germane to the Project, and is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
19. Prohibit idling of trucks for periods extending three minutes.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.11 currently prohibits the idling of trucks for more than three (3) minutes.
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.	**Not required per Responsible Agency.** Riverside Transit Agency (RTA) provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. The Lead Agency has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project.
21. Provide shuttle service to food service establishments/commercial areas.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
22. Provide shuttle service to transit stations/multimodal centers.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
23. Implement parking fee for single-occupancy vehicle commuters.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
24. Implement parking cash-out program for non-driving employees.	**Not applicable.** In that there is no current or proposed parking subsidy, there is no available parking "cash out" resource or mechanism. As noted herein, other tenable incentives are provided as means of reducing vehicle trips.

Suggested Measure	Response
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	**Replicates existing requirements.** The site is not currently provided transit service, nor is pedestrian access to the nearest transit stop possible at this time. Pursuant to the requirements of the City's Master Plan of Trails, the Project will dedicate and construct an 11-foot wide community trail segment along the southerly Project boundary, on the north side of Fir Avenue (future Eucalyptus Avenue). Upon development of the adjacent parcel(s), the trail is planned to continue off-site to the east and to the west, as part of the future Quincy Channel overcrossing.
26. Implement a compressed workweek schedule where feasible.	**Incorporated** at revised Mitigation Measure 4.3.13.
27. Provide electrical vehicle (EV) and compressed natural gas (CN) vehicles in vehicle fleets.	**Incorporated** at revised Mitigation Measure 4.3.13.
28. Install EV charging facilities for a minimum of 10% of all parking spaces.	**Infeasible.** The Project will provide, at minimum, two EV charging stations, as required by Mitigation Measure 4.3.13. There is no demonstrable evidence that installation of additional EV charging facilities would substantially reduce or eliminate the Project's operational emissions because chargeable electric vehicles represent a small percentage of vehicles on the road. Moreover, on a regional basis, increased power demands at electrical outlets/EV charging stations tend to increase power plant emissions, acting to offset any potential emissions reductions from individual sources such as motor vehicles. Further, it is noted that next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

Suggested Measure	Response
29. Install a CNG fueling facility.	**Infeasible.** As noted above, next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. Further, for CNG fuel to be a reasonable alternative to diesel fuel for the logistics industry, a reasonable distribution network must be in place so that drivers can be assured that they can re-fuel when making deliveries across the region. No such distribution system is presently in place nor is one likely to be developed in the near future. The installation of a stand-alone CNG fueling facility at this location would provide no benefit because no reasonable distribution system is in place. CNG-fueled vehicles have been found to be most useful for limited range, closed-circuit usage such as municipal fleets (refuse collection, city vehicles, and buses), taxi fleets, and local delivery services. Lastly, as with the commentor's suggestion for EV facilities, the installation of a CNG fueling facility is unlikely to substantially reduce or eliminate the Project's operational emissions because CNG vehicles represent a small percentage of vehicles on the road. Furthermore, the Draft EIR has not evaluated the potential environmental impacts related to the construction and operation of a CNG fueling facility. A Lead Agency is under no obligation to impose Mitigation Measures that in and of themselves may constitute a new "project" for purposes of CEQA. (See e.g., *Concerned Citizens of South Central L.A. v. Los Angeles Unified School District*, 24 Cal.App.4th, 826 (1994)). The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
30. Provide preferential parking locations for EVs and CNG vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
31. Utilize electrical equipment for landscape maintenance.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
32. Utilize only CARB-certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
33. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.	**Replicates existing requirements.** Please refer to City of Moreno Valley Municipal Code 9.17.050 (D) (3).
36. Utilize low pressure sodium fixtures for exterior lighting, including parking lots.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655 which requires that all outdoor lighting within the Project area will be provided by low-pressure sodium hooded lights.
37. Utilize electric yard trucks.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
38. All buildings shall be constructed to LEED Platinum standards.	**Not required, no nexus with significant impacts.** As discussed on Pages 3-18 and 5-79 of the Draft EIR, the Project, as a whole, will be developed as a LEED-certified facility. LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). Additionally, the LEED rating system is not the appropriate standard for determining building efficiency. The California Title 24 Building Energy Efficiency Standards are the appropriate baseline. As set forth in the Draft EIR, the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards. There is no requirement for LEED certification as mitigation of Project impacts. While LEED-certified facilities may tend to reduce various environmental effects, LEED certification is a voluntary exercise to be pursued by the Applicant outside of and independent of CEQA mandates.
39. The operator shall meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics.

Suggested Measure	Response
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project vehicular emissions through use of photovoltaics.
43. The operator shall purchase only green power.	**Infeasible, not required, no nexus with significant impacts.** Power to the Project will be provided from the locally available electrical grid. The term "green power" is undefined, and moreover the Lead Agency has no practical way to require that power be provided from specified sources, "green" or otherwise. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible. There is no requirement or demonstrated nexus requiring the Project to "purchase only 'green power'."

Results and conclusion of the Draft EIR are not affected.

Response JS-20

The commentor appears to misinterpret analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the analysis concludes that the Project ***will*** *[emphasis added]* have a significant effect on the environment.

To further clarify, germane suggested CEQA Guidelines topical questions include:

> Would the project:
> a) Generate greenhouse gas emissions, either directly or indirectly, that ***may*** *[emphasis added]* have a significant impact on the environment?

In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts

[beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see *Climate Change Analysis*, Page 42).

The commentor states that the finding of "less-than-significant" Project GCC impacts is based on non-exceedance of (draft) CARB and SCAQMD GHG emissions thresholds. Though this is the case, the GCC Study clearly states that these thresholds are not applicable to the Project:

> CARB's Draft Threshold Of Significance For Industrial Projects Has Not Been Finalized And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 40).
>
> SCAQMD's Adopted GHG Threshold Applies Only To Projects Where It Is The Lead Agency And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 41).

As discussed in the *Climate Change Analysis*, there are no adopted quantitative GHG emissions thresholds applicable to the Project. Absent such quantified thresholds, the CARB and SCAQMD GHG emissions standards nonetheless provide an indication of current policies and strategic approaches employed in evaluating and addressing GHG emissions and potential GCC impacts, and may portend similar future statewide, regional, and/or local quantified thresholds. The clearly stated threshold considerations applicable to the Project are:

1. Would the proposed project generate GHG that may have a cumulatively significant impact on the environment; and

2. Would the proposed project conflict with GHG reduction measures identified in CARB's AB 32 Scoping Plan.

As concluded in the *Climate Change Analysis*, the answer to both of the preceding questions is "no," yielding the conclusion that the Project GCC impacts are less-than-significant. Moreover, as also discussed in the *Climate Change Analysis*, Project GHG emissions would not exceed either CARB or SCAQMD GHG emissions thresholds, further supporting the conclusion that the Project GCC impacts are less-than-significant. As a matter of clarification, the abbreviated conclusion presented at Draft EIR Page 4.3-94 is expanded/revised as follows:

> ~~Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less than significant.~~ **As noted in the preceding discussions, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.**
>
> **In evaluating the potential global climate change impacts of the Project, every attempt has been made to accurately and comprehensively quantify the greenhouse gas emissions associated with the Project. However, a number of inherent limitations are unavoidable in compiling or estimating project-level GHG emissions. Among these limitations, the use of models that measure overall emissions increases without accounting for existing emissions tend to substantially overstate the GHG emissions impacts of a new development projects. This makes an accurate analysis of GHG emissions substantially different from other air quality impacts, where the "addition" of redistributed emissions can make a substantial difference to overall air quality. Notably, not all the vehicular trips that result from the Project will be "new" vehicle trips, but that a majority of these trips already occur elsewhere, and currently generate GHG**

emissions within a global context. For example, the Project will not create entirely new truck trips (globally). However, implementation of the Project would establish a new destination point for trucks already utilizing the area roadway system. Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory.

The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is inferred by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Based on the preceding discussions and supporting analysis provided in the Project Global Climate Change Analysis included at EIR Appendix C, the Project's potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment is less-than-significant.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-21

The commentor reiterates the Draft EIR discussion that the CARB and SCAQMD GHG emissions thresholds consider only non-transportation sources. To clarify, the thresholds address all stationary GHG sources, but do not include mobile sources. To a certain extent this limitation on threshold considerations reflect the previously noted limitations involved in attempting to estimate "new" emissions associated with vehicle trips to/from new facilities. Nonetheless, the thresholds and their interpretation and application are correct as stated in the EIR and Project *Climate Change Analysis* (included at EIR Appendix C).

Contrary to the commentor's assertion, the *Climate Change Analysis* is not "deeply flawed" through an omission of mobile-source GHG emissions. Mobile-source emissions are clearly identified and quantified at *Climate Change Analysis,* Page 45, Table 2-4 (27,858.08metric tonsCO2E) and at Draft EIR Table 4.3-18 (Page 4.3-92). Mobile source emissions are not however, by CARB and SCAQMD-defined thresholds, utilized by those agencies in determining GHG emissions significance for their facilities. Project facilities emissions of GHG would not exceed GHG thresholds established by CARB and SCAQMD for their facilities. As noted above, this fact is considered within the entirety of the Climate Change Analysis, and in evaluating the Project's potential GCC impact significance, which is, as correctly concluded in the EIR, less-than-significant.

Response JS-22

The commentor reiterates incorrect calculation and interpretation of Project vehicle trip generation. Please refer to Responses JS-15, JS-20, and JS-21. Results and conclusions of the EIR are not affected.

Response JS-23

The commentor states that "[t]he GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project." This

opinion, along with the commentor's related statements and conclusions, are addressed in preceding Responses JS-15, JS-20 and JS-21, which provide clarification regarding mobile-source GHG emissions evaluated and addressed in the EIR. The Draft EIR analyzes both the mobile and stationary GHG emissions associated with the Project. The EIR analysis conservatively does not assume mere redistribution of existing GHG emissions, particularly with regard to vehicle emissions when considered in a global context. Results and conclusions of the EIR are not affected.

Response JS-24

The commentor provides opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable. Commentor opinions and statements are forwarded to the decision-makers for their consideration.

Contrary to commentor opinions and statements, in point of fact, an exhaustive and accurate assessment of the Project's GHG emissions impacts and related potential GCC impacts are presented in the Draft EIR (Pages 4.3-23 through 4.3-47, Pages 4.3-88 through Pages 4.3-111, at al.), and supporting technical Global Climate Change Analysis included at Draft EIR Appendix C. These discussions not only establish Project consistency with the CARB Scoping Plan (one component of the EIR analysis), but also provide detailed discussion of the sources and effects of GHG emissions, consider and evaluate the Project in the context of existing and proposed GHG emissions reductions strategies, and provides an analysis of Project GHG emissions vis-à-vis adopted and anticipated thresholds. Importantly, the analysis provided in the EIR is consistent with applicable CEQA directives:

> Based on the direction provided in Section 15064.4 of the *Guidelines*, a lead agency should make a good-faith effort, based on available information, to describe, calculate, or estimate the amount of greenhouse gas emissions associated with a project. Because the methodologies for

performing this assessment are anticipated to evolve over time, a lead agency shall have discretion to determine, in the context of a particular project, whether to:

1. Use a model or methodology to quantify greenhouse gas emissions associated with a project and which of any available model or methodology to use. The lead agency has discretion to select the model it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should also include a qualitative discussion or analysis regarding the limitations of the particular model or methodology selected for use.

2. Rely on qualitative or other performance based standards for estimating the significance of greenhouse gas emissions (Draft EIR Page 4.3-35).

Substantial evidence provided in the Draft EIR, as summarized above, supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

The commentor notes *recommended* [emphasis added] CARB Scoping Plan Actions, and misinterprets these as Project requirements. The commentor cites specifically, **Action T-7**: Sector-Transportation; Recommended Action-Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure - Aerodynamic Efficiency; and **Action E-4**: Sector-Electricity and Natural Gas-Recommended Action-Million Solar Roofs. As noted in the Draft EIR (Pages 4.3-99, 4.3-100), the Project will not conflict with applicable recommended Actions. Consistent with other revisions proposed herein, Action T-7, Action E-4 applicability discussions at Page 4.3-102 are deleted and replaced with the following:

- Action T-7 **recommends existing trucks/trailers to be retrofitted with the best available technology and/or CARB-approved technology. Implementation of such a standard is not within the purview of the Project. GHG emissions reductions would be achieved however through standards compliance by vehicles accessing the Project. Further, pursuant to EIR Mitigation Measure 4.3.13, tenants are encouraged to provide incentives to realize Smartway certification, and to use fleet vehicles conforming to CARB 2010 emissions standards or better, thereby reducing GHG emissions. The Project supports, and would not interfere with Action T-7.**

  Action E-4 **promotes solar generated electricity. As discussed within this EIR, the Project design accommodates renewable energy sources, such as photovoltaic solar electricity systems. (Draft EIR Mitigation Measure 4.3.11 requires in part that: *"All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design."*) The Project supports, and would not interfere with Action E-4.**

It is further noted that the AB-32 Scoping Plan merely sets forth concepts, the implementation of which will be refined during the rulemaking process contemplated under AB-32. Thus, merely because Action T-7 recommends that existing trucks/trailers be retrofitted with the best available technology and/or CARB-approved technology; and/or that Action E-4 promotes solar generated electricity does not mean that a given project must require best available technology retrofits; nor install PV solar panels on its roof in order to be consistent with the Scoping Plan.

Please refer also to the complete discussion of Project consistency with applicable recommended CARB Scoping Plan Actions presented at Draft EIR Pages 4.3-98 through 4.3-103. The results and conclusions of the EIR are not affected.

Response JS-25

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable, but provides no supporting analysis or evidence. In point of fact, as supported by the discussion in the EIR, the project will not result in significant GHG/GCC emissions impacts, and no mitigation is required. Measures included in the EIR, including those addressing recycling, water conservation, and solar energy systems, therefore further reduce GHG/GCC impacts that, even absent mitigation, are less-than-significant. Commentor's citation to EIR statements that: *"vehicles accessing the site will be in compliance with CARB vehicle standards to the maximum extent feasible"* are not found. Adopted applicable CARB standards are regulatory in nature, and required of all vehicles. Please refer also to the preceding Response JS-24.

Response JS-26

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor cites various 2006 CAT Report GHG Emission Reduction Strategies, contending the Project does not support applicable strategies. The commentor incorrectly interprets the strategies as requirements of the Project. Specific citations of the commentor include compliance with CARB vehicle standards, source reduction and recycling, California solar initiative recommendations, and the use of alternative fuels.

The approach suggested by the commentor is not required under the CEQA Guidelines, and is not the approach employed by the Lead Agency here. Comparison of this Project with the CAT strategies and AB-32 Scoping Plan concepts is made for the purpose of evaluating whether the project conflicts with an applicable plan, policy, or regulation adopted for the purposes of reducing emissions of greenhouse gases. That is the applicable threshold under the CEQA Guidelines. Upon determining that the Project does not conflict with these plans, the Lead Agency appropriately concluded

that the impacts are less than significant, and therefore, no mitigation is required. Project support of, and compliance with, applicable 2006 CAT Report GHG Emission Reduction Strategies is presented at Draft EIR Pages 4.3-103 through 4.3-110. With specific regard to Project compliance with CARB vehicle standards, search of the EIR text does not yield the phrase "maximum extent feasible" as suggested by the commentor. EIR discussions of strategies noted by the commentor as excerpted from Draft EIR Table 4.3-20, are presented below.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Air Resource Board	
Vehicle Climate Change Standards AB 1493 (Pavley) required the state to develop and adopt regulations that achieve the maximum feasible and cost-effective reduction of climate change emissions emitted by passenger vehicles and light duty trucks. Regulations were adopted by the CARB in September 2004.	Enforcement of State regulation is beyond the scope of the Project. The Project will not interfere or conflict with AB 1493 (Pavley).
Other Light Duty Vehicle Technology New standards would be adopted to phase in beginning in the 2017 model.	Enforcement of State standards for Light Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Light Duty Vehicles.
Heavy-Duty Vehicle Emission Reduction Measures Increased efficiency in the design of heavy-duty vehicles and an education program for the heavy-duty vehicle sector.	Enforcement of State standards for Heavy Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Heavy Duty Vehicles.
Diesel Anti-Idling In July 2004, the CARB adopted a measure to limit diesel-fueled commercial motor vehicle idling.	Heavy-duty diesel trucks that access the Project site will be required to limit idling to no more than three (3) minutes (EIR Mitigation Measure 4.3.10).
Alternative Fuels: Biodiesel Blends CARB would develop regulations to require the use of 1 to 4 percent biodiesel displacement of California diesel fuel.	When CARB adopts regulations for the use of biodiesel fuel in heavy duty trucks, trucks supplying the commercial uses will comply with this measure.
Hydrogen Highway The California Hydrogen Highway Network (CA H2 Net) is a State initiative to promote the use of hydrogen as a means of diversifying the sources of transportation energy.	Not Applicable.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
Integrated Waste Management Board	
Achieve 50 percent Statewide Recycling Goal Achieving California's 50 percent waste diversion mandate as established by the Integrated Waste Management Act of 1989, (AB 939, Sher, Chapter 1095, Statutes of 1989), will reduce climate change emissions associated with energy intensive material extraction and production as well as methane emission from landfills. A diversion rate of 48 percent has been achieved on a statewide basis. Therefore, a 2 percent additional reduction is needed.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Zero Waste - High Recycling Additional recycling beyond the State's 50 percent recycling goal.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Department of Water Resources	
Water Use Efficiency Approximately 19 percent of all electricity, 30 percent of all natural gas, and 88 million gallons of diesel are used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions.	In support of water Use Efficiency strategies, the Project will implement U.S. EPA Certified WaterSense labeled or equivalent faucets and high-efficiency toilets (HETs), and implement water-conserving shower heads to the extent feasible.
California Energy Commission (CEC)	
Building Energy Efficiency Standards in Place and in Progress Public Resources Code 25402 authorizes the CEC to adopt and periodically update its building energy efficiency standards (that apply to newly constructed buildings and additions to and alterations to existing buildings).	As required through the EIR air quality mitigation measures noted herein, and based on energy efficiency/sustainability attributes of the Project presented in the EIR Project Description (EIR Section 3.0), energy efficiencies achieved by the Project will surpass incumbent Title 24 Energy Efficiency Standards by at least 20 percent. Verification of increased energy efficiencies is documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Energy efficient Project designs and operational programs will facilitate Applicant-initiated LEED Certification actions.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Solar Initiative Installation of 1 million solar roofs or an equivalent 3,000 MW by 2017 on homes and businesses; increased use of solar thermal systems to offset the increasing demand for natural gas; use of advanced metering in solar applications; and creation of a funding source that can provide rebates over 10 years through a declining incentive schedule.	In support of the California Solar Initiative, the Project design accommodates potential future installation and use of renewable energy sources, such as photovoltaic solar energy systems. (See EIR Section 3.0, Project Description).

Contrary to the commentor's assertions, as indicated at Table 4.3-20, the Project complies with and supports applicable 2006 CAT Report Greenhouse Gas Emission Reduction Strategies. There is no mandate or specific requirement or singular methodology for strategy compliance as suggested by the commentor. The results and conclusions of the EIR are not affected.

Response JS-27

The commentor cites various recommended or adopted thresholds of other agencies addressing GHG emission and GCC impacts. The commentor erroneously states that "in the EIR for the Highland Fairview Project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change."

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. The commentor is referred to previous responses and CEQA directives allowing for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the Guidelines. The EIR analysis of GHG emissions/GCC impacts is consistent with Section 15064.4 of the Guidelines. Please refer also to response JS-24.

No "zero emissions threshold" for GHG emissions neither appears, nor was applied, in the EIR for the Highland Fairview Project. The commentor is referred to *Draft*

Environmental Impact Report Highland Fairview Corporate Park PA07-0088 (CZ), PA07-0089 (GPA), PA07-0090 (TPM 35629), and PA07-0091 (PP) City of Moreno Valley, Riverside County, California State Clearinghouse No. 2007101132 (Michael Brandman Associates) August 4, 2008, Page 5.16-5:

> AB 32 states that, "global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California." Although it is unknown if AB 32 alone is enough to reduce California's fair-share contribution to global greenhouse gas inventory, it is currently the only well-defined and widely accepted benchmark for greenhouse gas emissions in California. Therefore, for purposes of this analysis, the following significance thresholds have been used:
>
> **Impact GCC-1** Does the project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?
>
> **Impact GCC-2** Would the impacts of climate change significantly impact the project?

The Highland Fairview Project EIR concluded that project had the potential to significantly hinder California's ability to meet the reduction targets contained in AB 32, and therefore reached a conclusion of "potentially significant" GHG emissions impacts for that project.

Such is not the case for the proposed Westridge Commerce Center Project as supported by the analysis presented in the Westridge Commerce Center Project EIR and supporting Global Climate Change analysis.

Continuing at Page 5.16-6, the Highland Fairview EIR also importantly notes that:

> The thresholds and the analysis contained below *may not be relevant to other projects. This analysis does not establish thresholds for the City or set precedents for the type of analysis in a climate change analysis, as this discipline is still evolving. [emphasis added]*

Clearly, whatever thresholds and analysis may have been employed in the Highland Fairview EIR were for that project only, and not intended or necessarily applicable to the proposed Westridge Commerce Center Project. The results and conclusions of the EIR are not affected.

Response JS-28

The commentor considers the term "cumulatively considerable" established under the *CEQA Guidelines* Section 15064, subd. (h)(1), and appears to misapply it in evaluating Project GHG emissions and potential Project-related Global Climate Change impacts. In total, *CEQA Guidelines* Section 15064, subd. (h)(1) cited by the commentor, and excerpted below, provides guidance as to whether an EIR is required based on the potential for a given project to cause or result in cumulatively considerable impacts.

> (h)(1) When assessing whether a cumulative effect requires an EIR, the lead agency shall consider whether the cumulative impact is significant and whether the effects of the project are cumulatively considerable. An EIR must be prepared if the cumulative impact may be significant and the project's incremental effect, though individually limited, is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The Lead Agency had previously determined through the Initial Study process that an EIR is required for the Project, to include an analysis of all potential cumulatively considerable impacts, including potential GHG/GCC impacts.

The EIR analysis supports the conclusion that Project-specific GHG/GCC impacts are individually less-than-significant and not cumulatively considerable (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C). To this end, not only are the Project's incremental GHG/GCC impacts substantiated to be less-than-significant. As noted in the Draft EIR, with regard to global climate change, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.

Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory. The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is assessed by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Additionally, as discussed in the Draft EIR . . . "to facilitate their monitored implementation throughout Project development and operations, design features and operational attributes of the Project are incorporated into this EIR as Mitigation

Measures 4.3.10 through 4.3.13 . . . These measures act to reduce Project-related operational source air pollutants and GHG emissions, and promote sustainability through conservation of energy and other natural resources" (Draft EIR at Page 4.3-94). As amended in these Responses, additional mitigation has been also been provided, further reducing already less-than-significant Project GHG emissions levels. Please refer also to previous discussions at Responses JS-20 through JS-27, substantiating less-than-significant Project GHG/GCC impacts.

As provided for under *CEQA Guidelines* Section 15064(h)(2), "[w]hen a project might contribute a significant cumulative impact, but the contribution will be rendered less than cumulatively considerable through mitigation measures . . . [the supporting analysis] shall briefly indicate and explain how the contribution has been rendered less than cumulatively considerable." Design features, operational programs, and mitigation measures included in the Draft EIR (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C) render the Project's potential contribution to Global Climate Change impacts to levels that are less than cumulatively considerable.

As further provided under *CEQA Guidelines* Section 15064(h)(3), . . . "a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program (including, but not limited to, water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, plans or regulations for the reduction of greenhouse gas emissions) that provides specific requirements that will avoid or substantially lessen the cumulative problem within the geographic area in which the project is located. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make

specific the law enforced or administered by the public agency. When relying on a plan, regulation or program, the lead agency should explain how implementing the particular requirements in the plan, regulation or program ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable."

The general arena of GHG emissions regulations remains preliminary and still formative, and there are no plans (as yet) with the effect of law that would be applicable to the Project. Notwithstanding, the CARB Scoping Plan and 2006 CAT Report are considered indicative of likely future guidelines and requirements. The Project supports and is consistent with CAT strategies and other means suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32. Qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report (Draft EIR Pages 4.3-94 through 4.3-110) supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

Continuing, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative GCC impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

It is further noted cumulative effects of Global Climate Change would be considered significant irrespective of any increment of GHG emissions generated by, or reduced through, implementation of the Project. Moreover, absent similar commitments worldwide, even full state-level reduction of GHGs as provided for under California

statute would not notably or discernibly affect a difference in global climate change. In this regard, the World Resources Institute estimates California GHG emissions comprised an estimated 1.3 percent of worldwide GHG emissions as of 2000.[9] Further, whereas California since 2000 continued to implement further energy efficient technologies and other means that directly or indirectly reduce GHG emissions and thereby reduce its proportionate impacts, these reductions have been more than offset by increasing growth and industrialization worldwide. This speaks to *CEQA Guidelines* Section 15064(h) (4) provisions, which provide that the mere existence of significant cumulative GCC impacts caused by other projects (worldwide growth and industrialization) alone does not constitute substantial evidence that the Westridge Commerce Center Project's incremental GCC effects are cumulatively considerable.

Based on the preceding the project will not result in or cause cumulatively considerable GCC impacts. Results and conclusions of the EIR are not affected.

Response JS-29

The commentor summarizes various provisions of the *Final Statement of Reasons for Regulatory Action* (California Natural Resources Agency) December 2009 which allow for off-site mitigation of GHG impacts.

As substantiated in the EIR and discussed in these Responses, Project-related GHG emissions impacts are less-than-significant and are not cumulatively considerable. Off-site mitigation is not proposed nor is it required. Results and conclusions of the EIR are not affected.

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9 *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions* (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008, Page 8.

Response JS-30

Temporary and intermittent significant construction-source noise impacts noted by the commentor are fully discussed and disclosed in the Draft EIR:

> **Level of Significance after Mitigation:** Mitigation Measures 4.4.1 through 4.4.4 will qualitatively reduce construction-source noise and its perceived impacts to the extent feasible. The proposed use of noise curtains during the most noise intensive activities (grading/site preparation) may reduce received noise levels by 10-20 dBA at the nearest receptors. Nonetheless, it is anticipated that construction-source noise received at the nearest affected residential receptor adjacent may temporarily and periodically reach the maximum anticipated exterior noise level of 89 dBA Leq. This condition would occur in particular when heavy equipment is used for the construction of adjacent Fir (future Eucalyptus) Avenue. At more distant residential neighborhoods, the maximum received noise level is conservatively estimated at 60 to 65 dBA Leq. As such, even with the application of proposed mitigation, Project construction equipment activities would exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), and consequently would be considered a substantial temporary and periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project (Draft EIR Page 4.4-20).

Mitigation of construction-source noise impacts is addressed in the following responses JS-31 and JS-32. Results and conclusions of the Draft EIR are not affected.

Response JS-31

The commentor provides opinions on Draft EIR Mitigation Measure 4.4.4, which is presented in its entirety here:

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

The commentor states that the mitigation language "[n]oise curtains shall be installed so as to provide maximum reduction for noise sensitive uses" is "unenforceable." The commentor fails to note or recognize that construction activities by their nature are fluid and mitigation addressing such activities is similarly fluid. The stipulation that noise curtains be installed so as to achieve the maximum reduction in noise accommodates site and use-specific variations in construction activities and construction noise that may affect proximate sensitive receptors. As discussed at Draft EIR Page 4.4-18, "[t]he closest noise sensitive receptor that will be subject to potential construction noise impacts is the residence located at 28855 Fir Avenue (future Eucalyptus Avenue),approximately 150 feet southerly of the Project site's southernmost boundary. Because roadway improvements along future Eucalyptus Avenue are also part of Project development, an overall grading noise level of 89 dBA at 50 feet has been used as the worst-case, maximum exterior noise level when heavy equipment is nearest this sensitive receptor. At the nearest residential neighborhood, located more than one-quarter mile from the Project site, received construction-related noise levels would be reduced by 30 decibels or more based on physical separation between these residences and the Project site.

As also noted in the Draft EIR, the noise curtains required pursuant to Mitigation Measure 4.4.4 would conservatively provide an estimated 10 to 20 dBA of noise

reduction acting to reduce noise at proximate receptors. Worst-case construction noise levels (estimated to be 89 dBA at 50 feet) would occur as roadway improvements occur along future Eucalyptus Avenue. To ensure that the single residential use would not be temporarily and intermittently exposed to construction noise levels exceeding 60 dBA would in effect require construction of a barrier along the southerly edge of the Fir (future Eucalyptus Avenue) right-of-way, extending at a minimum the length of the affected receptor property line (approximately 620 feet) providing line-of sight interruption of noise yielding a 29 dBA noise reduction. Alternatively, an encapsulating 620 foot by 620 foot, 29 dBA noise-reducing barrier could be constructed around the receptor property in question.

For construction equipment with a 12-foot high exhaust stack, and not accounting for grade differentials, line of-sight noise protection would require a minimum 15 foot high wall (noise source height plus three feet).Under laboratory conditions a 4-inch thick concrete wall (or equivalent @ 30 lbs./s.f.) would provide approximately 37 dB noise attenuation (one side of a barrier to the other); and under uncontrolled exterior conditions could hypothetically provide 29 dBA noise reduction in protected areas immediately adjacent to the wall, within the noise "shadow zone." However noise diffracted over the top of or sides of the wall would still affect more distant unprotected receptors. Moreover, a 4-inch thick concrete wall, 15 feet in height is not structurally stable without significant reinforcing (envision a 15-foot high freestanding brick wall); and in practical application would constitute a permanent structure with anchoring footings or caissons.

The commentor suggests that "temporary sound walls" be implemented. As indicated, such walls would not be temporary. Moreover, construction of the "temporary" walls themselves, as well as their demolition, would generate noise levels equaling or exceeding those resulting from the Project. That is, the noise barrier's own construction and its subsequent demolition, would occur at the southerly right of-way line, and would require use of construction equipment in addition to, and for periods of time

greater than, that otherwise required to implement the Project. This would arguably increase rather than decrease net adverse effects construction noise.

Response JS-32

Please refer to the following Response JS-33.

Response JS-33

The commentor's suggested additional measures to reduce construction-source noise are addressed below.

Suggested Measure	Response
1.Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.	**Not required, no nexus with significant impacts.** The Noise Impact Analysis states that this program is merely recommended not required. Nor are the recommended measures reflected in or required to attain the "mitigated condition" presented in the Draft EIR. The Lead Agency may, at its discretion, impose additional Conditions of Approval (such as recommendations within studies) supplementing the EIR Mitigation Measures. The Draft EIR contains comprehensive mitigation to address noise impacts of the Project. These measures are included as part of the Mitigation Monitoring Plan, presented in Section 4.0 of this Final EIR. The Mitigation Monitoring Plan: 1) assigns responsibility for, and ensures proper implementation of Mitigation Measures; 2) assigns responsibility for, and provides for monitoring and reporting of compliance with Mitigation Measures; and 3) provides the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs. The City will monitor and report on all mitigation activities.
2.The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.	**Incorporated** at revised EIR Mitigation Measure 4.4.3.

Suggested Measure	Response
3.Notify surrounding homeowners of expected, specific construction-related noise impacts.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations vis-à-vis noise-related requirements. The public, including surrounding homeowners, has been notified of the Project via direct mailing and public notice, consistent with the provisions of the City of Moreno Valley Municipal Code. Copies of the Draft EIR are available upon request.
4.When technically feasible, electrical construction equipment should be utilized.	**Incorporated** at revised Mitigation Measure 4.3.8.
5.During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.	**Replicates existing requirements.** Mitigation Measure 4.3.10, as currently presented in the Draft EIR, prohibits the idling of trucks for more than three (3) minutes.

Response JS-34

The commentor appears to misinterpret and/or misapply noise limitations established under the City's Noise Ordinance, noise standards provided for under the General Plan, and their application within the EIR. The commentor erroneously states " . . . *the DEIR . . . adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA greater*." The commentor suggests that the City Noise Ordinance threshold of 60 dBA Leq be universally applied irrespective of existing conditions, noise source, or noise duration.

To clarify, as noted in the Draft EIR . . . "[t]he City's Noise Ordinance applies to 'stationary source' noise occurring on one property, which may affect a neighboring property (Draft EIR at Page 4.4-13). Mobile source (roadway noise) is not regulated under the City Noise Ordinance. The Noise Ordinance is directed toward discrete, identifiable stationary or area source noise. Noise thresholds established in the Ordinance are expressed in Leq, acknowledging noise levels occurring within a limited and defined time frame (in this case one-hour).

As described and discussed in the EIR, the Noise Ordinance's most restrictive threshold conditions of 60 dBA Leq daytime/55 dBA Leq nighttime for residential land uses are appropriately applied in evaluating discrete area/stationary source noise generated by the Project and received at proximate residential land uses. As discussed in the Draft EIR (Pages 4.4-23 through 4.4-26), at receiving residential land uses, Project operational stationary/area source noise will not exceed 60 dBA Leq daytime /55 dBA Leq nighttime.

The Noise Ordinance is not intended or constructed to address modeled areawide ambient noise levels increases, such as occur over time due to ambient increases in areawide traffic. Nor is it appropriate to evaluate or consider long term increases in ambient noise levels (such as increases in roadway corridor noise) in terms of Leq. It is the 24-hour average weighted noise level (CNEL) that accurately and appropriately describes the effective ambient noise condition, and indicates whether there would be a substantial permanent increase in noise levels due to the effects of a given project.

CNEL guidelines applicable to increases in ambient noise conditions, including noise generated by Project-related mobile sources (traffic) are established under the City General Plan Noise Element. As discussed in the Draft EIR:

> The Safety Element of the City's General Plan discusses noise and future projected noise levels within the City. For planning purposes, the City employs a 65 CNEL standard for noise-sensitive outdoor areas (e.g., rear yards of single family homes), and an indoor noise standard of 45 CNEL for residential developments (Draft EIR Page 4.4-14).

As supported by analysis presented in the EIR (see EIR Section 4.0, Noise; EIR Appendix D, noise Impact Analysis) the Project will not result in or cause operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

Response JS-35

The commentor states that "*. . . the Draft EIR makes a conclusory statement of insignificance without data or analysis . . .*" with regard to potential vibration impacts of the Project. The commentor also states that the Draft EIR only addresses vibration impacts to buildings, but fails to address such impacts to people.

For ease of reference, the EIR discussion of vibration impacts is excerpted below:

> **Impact Analysis:** Groundborne vibration refers to groundborne noise and perceptible motion. Typical sources of groundborne vibration include the use of heavy-duty construction equipment to be employed at the Project site. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where motion may be discernible but without the accompanying effects (e.g., the shaking of a building).
>
> Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Vibration-caused building damage is not a factor for normal projects, with the occasional exception of blasting and pile driving during foundation construction, neither of which is anticipated as part of construction of the Project considered here.
>
> The City of Moreno Valley does not currently have adopted vibration regulations. Notwithstanding, germane vibration criteria has been established by the California Department of Transportation (Caltrans) and is employed in analyses presented here.

> The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. However, heavy equipment employed during Project construction could potentially generate groundborne vibration impacts at adjacent land uses. Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods used, distance to the affected structures and soil type. Construction vibration is generally associated with pile driving and rock blasting. Occasionally, proximate operations of large bulldozers and loaded trucks can cause perceptible vibration levels, notwithstanding, according to the *Transportation and Construction-Induced Vibration Guidance Manual* prepared for Caltrans, groundborne vibration from construction activities and equipment such as such as D-8 and D-9 Caterpillar bulldozers, earthmovers and haul trucks at distances of 10 feet do not create vibration amplitudes that would cause structural damage to nearby structures. The proposed Project is not anticipated to employ any pile driving equipment, nor require blasting activities. Further, the nearest heavy equipment operations would occur at a distance of 40 to 50 feet from the nearest residential use (28855 Fir Avenue). Impacts from construction-source groundborne vibration are therefore anticipated to be less-than-significant (Draft EIR Pages 4.4-27 to 4.4-28).

As indicated above, the City has no adopted vibration thresholds, much less a threshold adopted to address speculative "vibration impacts to people" suggested by the commentor. Structural damage is a defined concern addressed by Caltrans, and would be considered to constitute excessive groundborne vibration or groundborne noise levels. This concern is likewise is considered in the EIR. Occasional perceptible vibration levels should they occur, do not constitute excessive groundborne vibration or groundborne noise levels. Any vibration impacts perceived at off-site locations would, as noted, be temporary and intermittent due to transient construction vehicles.

There are no sensitive historic structures or instruments located proximate to the Project that would somehow be affected by temporary and transient construction-source vibration.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels. Results and conclusions of the EIR are not affected.

Response JS-36

Please refer to the following Response JS-37.

Response JS-37

The commentor again appears to misinterpret and/or misapply noise thresholds, now within a cumulative analysis context, and incorrectly states threshold considerations applicable to the Project.

In brief, the City Noise Ordinance regulates stationary/area source noise generated by the Project will not result in operational noise that would exceed Ordinance Standards (60 dBA Leq daytime/55 dBA Leq nighttime). Ambient noise increases, including traffic noise generated by the Project would not exceed the applicable 65 CNEL residential standard established by the General Plan. (The commentor misstates the threshold as 60 dBA Leq). Noise levels of less than 65 dBA CNEL are acceptable. In the instance noted by the commentor, vehicular noise levels due to cumulative growth (including noise generated by the Project traffic) would increase by 9.8 dBA CNEL over time, totaling an estimated 61.1 dBA CNEL at General Plan Buildout. Vehicular noise levels of 61.1 dBA CNEL are less than the threshold condition of 65 dBA CNEL, and impacts are therefore not cumulatively considerable. In instances where pre-existing noise levels exceed 65 dBA CNEL, or such traffic noise levels would occur due to cumulative growth absent the Project, the Project's incremental contribution would

range from 0.0 dBA to 0.4 dBA, and would not be discernible. In these instances, perceived noise conditions would the same with, or without the Project. As noted previously in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative noise impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

Project operational source noise would not exceed applicable standards established under the Noise Ordinance and/or General Plan. In no instance would Project noise cause a transition from acceptable ambient conditions to conditionally acceptable conditions or from conditionally acceptable conditions to unacceptable conditions.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause cumulatively considerable operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

Response JS-38

The commentor notes that modeling of noise based on measurements taken at the G.I trucking facility (Pomona CA) may not yield noise levels comparable to those that would be generated by the Project.

The G.I. trucking facility conducts logistics warehousing operations, including acceptance and dispatch of big-rig long-haul and consolidated freight trucks, similar to operations anticipated under the Project. The G.I. trucking facility noise measurements are not intended to precisely replicate noise generated by the Project operations site on any given day or at any given time. The empirical data collected does however provide a real world snapshot of anticipated noise sources and noise conditions typical of

heavy-duty, long-haul trucking operations conditions, and is considered superior to an assumed estimate of noise sources and noise levels. Results and conclusions of the EIR are not affected.

Response JS-39

The commentor's suggested additional measures to reduce operational-source noise are addressed below.

Suggested Measure	Response
1. All truck, tractors and forklifts shall be operated with proper operating and well-maintained mufflers. 2. Maintain quality pavement conditions that are free of bumps to minimize truck noise. 3. Limit the number of idling trucks on the southeastern portion of the site.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations in Response JS-32 vis-à-vis noise-related requirements. As noted in the Noise Impact Analysis, all operational noise impacts are less-than-significant. No additional mitigation of operational noise impacts is required.

Response JS-40

The commentor incorrectly states that "Interstate 15 (I-15) and Interstate 215 (I-215) provide access to the Project are and will most certainly be used to access the Project site." It is noted that I-215 was constructed to run roughly parallel to I-15 between Murrieta (approximately 30 miles south of the Project site) and Devore (located approximately 25 miles to the north of the Project site). In the vicinity of Moreno Valley, while I-215 is acknowledged as providing access, I-15 is located approximately 20 miles to the west. At these distances, I-15 does not provide direct access to the Project site, and on this basis, was not considered as part of the Project's traffic analysis.

With respect to commentor's concerns regarding potential Project-related impacts to I-215, a basic freeway segment analysis has been conducted between Box Springs

Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the Project's Traffic Impact Analysis (TIA Appendix 7.8, included as part of Draft EIR Appendix B). As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. Nor is there an established fair share fee program for potentially affected SR-60 freeway segments. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response JS-41

Despite the commentor's assertion that "[t]he Draft EIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project," the Project TIA (Draft EIR Appendix B) provides a summary of the Project's fee obligations in Table 8-

2. The application of fee-based mitigation is summarized at Draft EIR Pages 4.2-25 to 4.2-26; and discussed in greater detail at TIA Pages 200 through 206. The majority of the required improvements identified in the Draft EIR involve Caltrans facilities, improvement of which is outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The commentor's concerns regarding the adequacy of these funding mechanisms will be forwarded to decision-makers for their consideration.

Response JS-42

The commentor's suggested additional measures to reduce traffic-circulation impacts are addressed below. The results and conclusions of the Draft EIR are not affected.

Suggested Measure	Response
1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. 2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site. 3. Reroute construction trucks away from congested streets and sensitive receptor areas.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 4.2-85), "[i]t is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours." No additional mitigation is required.
4. Configure construction parking to minimize traffic interference.	**Replicates existing requirements.** Construction parking is one of many components considered in the required construction traffic management plan. No additional mitigation is required.
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
8. Provide shuttle service to transit stations/ multimodal centers for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Improve traffic flow by traffic synchronization.	**Replicates existing requirements.** Signal synchronization is currently effected by the City, beyond control or purview of the Applicant. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.

Response JS-43

Please refer to the preceding Response JS-3.

Response JS-44

Contrary to the commentor's assertion, the Project's total water demand is disclosed in the Draft EIR. As discussed in Draft EIR Section 4.5, "Water Supply," and supported by the Water Supply Assessment prepared for the Project by Eastern Municipal Water District (EMWD), the Project's estimated maximum water demand would be 44 acre-feet per year (please refer to Draft EIR Table 4.5-8 on Page 4.5-17). As noted in the Draft EIR, "[w]ater demand for this Project is calculated for planning purposes only, and reflects potential maximum demand conditions. Actual water use will be reduced through conservation, use of water efficient devices, and use of recycled water as it becomes available" (Draft EIR Page 4.5-17).

Response JS-45

The commentor's suggested additional measures to reduce hydrology/water resources/impacts are addressed below.

Suggested Measure	Response
1. Install permeable pavement in car parking areas. 2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.	**Not required, no nexus with significant impacts.** As discussed in the Draft EIR, potential water supply and hydrology/water quality impacts are less-than-significant as mitigated. No additional mitigation is required. The Lead Agency may, at its discretion, impose additional Conditions of Approval supplementing the EIR Mitigation Measures.

Response JS-46

Maintenance of municipal storm drains is not customarily the responsibility of surrounding property owners. Sediment collected within the SR-60 culverts, which are located upstream from the Project site, is removed in the course of regular maintenance activities performed under the direction of the Riverside County Flood Control and Water Conservation District.

In the interest of accuracy, it may be noted that the Project's Hydrology study actually states, "[t]he development may be conditioned to clean the existing sediment build up in the existing triple 60-inch pipes crossing under the 60 Freeway as well as the existing 60-inch pipe [discharging]into the Redlands Boulevard westerly drainage ditch." City Engineering staff may, as part of pre-construction review, include this recommendation as a condition of Project approval. However, despite the assertions of the commentor, the removal of sediment in culverts upstream of the Project is not required "to mitigate for impacts from runoff." Nor would any such requirement be rationally related to impacts by the Project. Potential Project-related drainage impacts are addressed in Draft EIR Section 4.6, Hydrology and Water Quality. No significant impacts requiring mitigation have been identified in regard to hydrology or storm water management.

Response JS-47

As noted on Pages 4.6-22 through 4.6-23 of the Draft EIR, the Project's drainage plan was purposely designed to ensure that runoff from the site does not enter the Quincy Channel. Future drainage improvements associated with the Quincy Channel and its

proposed overcrossing will not affect, nor be affected by, implementation of the Project. The future improvements are noted in the Draft EIR merely as a point of reference.

Response JS-48

The Cultural Resources Investigation prepared for the Project included a records search and above-ground reconnaissance survey, which is customary for pre-development review. No underground investigation is required under the CEQA guidelines, or any federal, state, or local laws or regulations.

The Cultural Resource Investigation and the Draft EIR acknowledge the possibility of historic and/or prehistoric cultural resources being present on the site in a buried context, but no evidence exists to indicate the probability of any on-site archeological or paleontological resources or human remains. Mitigation is provided that requires the use of professional monitors during all Project-related excavation and grading activities. Relevant text from the Draft EIR (Pages 4.7-11 through 4.7-13) has been included below for ease of reference.

> The Project Cultural Resources Investigation report notes that "there was early occupation in the area and evidence of this occupation may be present in a buried context – e.g., evidence of the water well in the center of the property, buried refuse deposits, privies, irrigation systems, foundations, etc. If evidence of such remains is uncovered during the grading of this property, the proponent should contact a qualified archaeologist to assess the find(s) and to make recommendations for a monitoring program to oversee the remainder of the grading program." The report further notes that "the paleontological monitor [discussed below] can also serve to oversee archaeological monitoring and negate the need for two monitors." The following mitigation measures will ensure that the recommendations of the Project Cultural Resources Investigation are implemented during Project development.

Mitigation Measures:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. All recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

The results and conclusions of the Draft EIR are not affected.

Response JS-49

The commentor appears to misconstrue the intent of Mitigation Measure 4.7.1, the text of which is provided as part of the preceding Response GB-48. As stated in this measure, the monitor is to be adequately "equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays." Further, no time limit or emphasis on urgency is placed on the "temporary" halt on construction activities. Rather, Measure 4.7.1 states, "[t]he monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification." Mitigation Measure 4.7.3, included below for ease of reference, contains wording similar to that of Measure 4.7.1, specifically in regard to the potential occurrence of paleontological resources.

> 4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*
>
> - *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
> - *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
> - *Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
> - *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
> - *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon*

exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays,* ***consistent with the requirements of California Public Resources Code Section 21083.2.*** *The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2.,* ***resources shall be left in an undisturbed state. Where preservation in place is infeasible, a~~A~~ll*** *recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum*

repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

To ensure monitoring and enforcement, these revisions to Mitigation Measures are reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata.

Response JS-50

As noted in the preceding response JS-49, despite the commentor's assertions to the contrary, Draft EIR Mitigation Measures 4.7.1 and 4.7.3 do not include restrictions or limitations on the time that would be allowed for adequate monitoring and recording of cultural resources. As further discussed in the preceding response JS-49, the wording of these measures has been amended to clarify that, if found, cultural resources would be preserved in place where appropriate.

Response JS-51

Despite the commentor's assertions to the contrary, the Project's potential effects on common wildlife species have been addressed in *Report On Habitat Assessments and Biological Surveys for the West Ridge Project Site* (Harmsworth Associates) October 2008, presented at Draft EIR Appendix D. Relevant text is excerpted below for ease of reference.

> **5.8 Direct impacts to wildlife**
>
> **5.8.1 Common Wildlife**
>
> The primary impacts of the project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. These impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated

in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Report on Habitat Assessments, Page 36).

This same material discussion appears in the body of the Draft EIR.

Common Wildlife Species

The primary impacts of the Project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the Project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. However, these impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Draft EIR Page 4.8-25).

No potentially significant impacts have been identified, and no mitigation is required. The results and conclusions of the Draft EIR are not affected.

Response JS-52

The commentor recommends additional measures to be implemented to reduce the Project's adverse effect on scenic views in the Project area. The Draft EIR acknowledges, in Section 4.9, "Aesthetics," that implementation of the Project would obstruct or alter views from major roadways and surrounding areas, and would therefore have a

substantial adverse effect on a scenic vista, which is a significant individual and cumulative impact.

No feasible mitigation measures were identified within the Draft EIR which would reduce this loss of viewshed. All other potential aesthetic impacts of the Project were determined less-than-significant.

The particular mitigation measure suggested by the commentor is presented and responded to below:

1) *Preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County.*

The City does not currently conduct a program that would allow for the purchase of off-site areas for "scenic preservation," as suggested by the commentor, nor is it aware of other such programs offered by agencies or organizations within the Western Riverside County area. Moreover, preserving another existing scenic view elsewhere would not serve to mitigate the impacts of this Project. While the value of off-site mitigation for certain environmental impacts (e.g., biological habitat areas) has been demonstrated, the application of the proposed measure in regard to aesthetic impacts is considered infeasible.

<u>Response JS-53</u>

As noted in the Draft EIR (Pages 5-25 and 5-26), §15126.6 of the *CEQA Guidelines* states that an EIR must describe a range of reasonable alternatives to the Project, or to the location of the Project, which would feasibly attain the Project objectives, but would avoid or substantially lessen any of the significant environmental effects of the proposal. As further presented in the *CEQA Guidelines*, an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation. To this end, the *CEQA Guidelines* indicate that the

range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of Project Objectives.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives. The text on Draft EIR Pages 5-35 through 5-44 provides the basis upon which each of the considered alternatives was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response JS-54

The exhibits identified by the commentor and provided as part of these comments have been included in Appendix A of this Final EIR.

Response JS-55

The commentor attaches various professional references. No response is required.

From: Shelly Mesa [shellymesa@roadrunner.com]
Sent: Monday, December 06, 2010 1:35 PM
To: Jeffrey Bradshaw

Subject: Questions about Sketchers, Westridge Commerce Center and Pro Logis projects.

Dear Jeffrey,

Hello, I am a concerned homeowner my name is Shelly Mesa, we bought out here 5-years ago and have been enjoying our beautiful view of the Badlands as well San Bernadino Mountains. I am concerned about all the changes that are taking place around us! I have been active an obtaining signatures against this project, just to be disappointed in our City Officials who over rode the City"s Planning Commision Votes, because their back pockets were padded by Mr. Benzeevi, as well as The Sequoia Club being bought, who had an active interest as well about the Enviromental Impact this will have on our "Beautiful Land." I intended to be out here thru our "Retirement Years". But what is to become of the East end of Moreno Valley? SM-1

1. How will the toxic diesal truck emmisions affect the people who will live on the south side of Fir when both the Warehouse and Pro Logis as well as Sketchers are at full operation? SM-2

2. What measures could be implemented during the construction and operation of this warehouse which could lesson the impact on noise, air quality and global warming, but which you are not going to put in place? SM-3

3. What will you do to protect the Warehouse Wokers from the effects of toxic diesal pollution? SM-4

4. How many toxic diesal trucks do you calculate to use Redlands Blvd. to come north out of town when Sketchers, Westridge Commerce Center and Pro Logis are in full operation? SM-5

I am concerned that if we don't take a stand we will have nothing but warehouses and low income apartments here in our community! SM-6

Sincerely
Shelly Mesa

SHELLY MESA

Email Dated December 6, 2010

Response SM-1

The commentor's concerns and opinions will be forwarded to decision-makers for their consideration.

Response SM-2

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant with mitigation, on both an individual and cumulative basis (i.e., with the Project alone and with the development of the ProLogis and Highland Fairview project, as well as other anticipated cumulative growth). Please refer also to Responses LA-1, FNSJ-8, *et al.* addressing diesel emissions impacts.

Response SM-3

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have otherwise been employed within the Draft EIR to reduce any potentially significant impacts. As discussed at FEIR Section 2.0, additional/revised mitigation has been incorporated based on comments received on the Draft EIR. Inclusion of these measures does not however, materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

As disclosed in the DEIR, even with the application of mitigation, the Project will result in certain significant and unavoidable air quality and noise impacts. A summary of significant impacts is presented at DEIR Pages 1-17 through 1-20.

Response SM-4

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpt from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response SM-5

Opening Year Cumulative Conditions for area roadway segments, including Redlands Boulevard, are identified in the Draft EIR at Table 4.2-13 (Pages 4.2-61 to 4.2-62). Section 4.2 of the Draft EIR further identifies the number of trucks that will be accessing the site

and vicinity projects on Page 4.2-18. This discussion is presented below for ease of reference.

> As seen in [Draft EIR] Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour.

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Response SM-6

The commentor's concerns will be forwarded to decision-makers for their consideration.

From: ned newkirk [ned_newkirk@verizon.net]
Sent: Monday, December 06, 2010 3:00 PM
To: Jeffrey Bradshaw
Subject: Proposed West Ridge Commerce Center

Name: Ned and Dawn Newkirk Phone: 951-242-3055 Address: 29080 Dracaea Avenue--
MorenoValley, Ca. 92555
Email Address: ned_newkirk@verizon.net

How does the the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan? NDN-1

As new warehouses such as Skechers and the proposed West Ridge Commerce Site are very near to residential areas, what measures will be required to reduce the size and starkness of the warehouses that are very close to these residential areas? If you do not require measures for warehouses to esthetically fit into the neighborhood, residential property values could be dramatically affected and reduced. NDN-2

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? NDN-3

What warehouses are under consideration for the Eastern end of the City of Moreno Valley consisting of the area from Moreno Beach to Gilman Springs Road and Ironwood Ave to south of Alessandro Blvd? NDN-4

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? NDN-5

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? NDN-6

What will you do to protect nearby residents from the effects of toxic diesel pollution? NDN-7

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? NDN-8

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? NDN-9

How will this project be growth inducing for similar projects? NDN-10

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, WestRidgeCommerceCenter and Pro Logis are in full operation? NDN-11

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists [illegible] LOS be as a result of these three warehouses? NDN-12

NED AND DAWN NEWKIRK

Email Dated December 6, 2010

Response NDN-1

The commentor inquires: "How does the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan."

The commentor's inquiry is not specific to the Project or the EIR and absent further explanation, does not allow for on-point response. Moreover, there is no formal adopted "Moreno Valley Beautification Plan." Notwithstanding, as discussed in the Draft EIR (Pages 4.1-17 to 4.1-20), uses proposed by the Project are consistent with applicable General Plan Land Use Policies. It is presumed that other projects proposed for development within the Project area (warehouses or other uses) will be subject to a similar consistency analysis.

Individually and cumulatively significant aesthetic impacts of the Project are also acknowledged in the Draft EIR.

AESTHETICS **Project-Specific Significant Impacts**

Change to Scenic Vistas

Construction of the proposed Project would result in interrupted or obstructed views of off-site scenic areas. This is recognized as a significant and unavoidable aesthetic impact.

Cumulatively Significant Impacts

The Project will restrict or interrupt both near and distant views in the Project area, and in combination with other vicinity development, will cumulatively result in a substantial adverse effect on scenic views in the Project area. The cumulative effects of the Project in regard to scenic vistas are determined to be significant.

(Source: Draft EIR Table 1.8-1, Pages 1-19, 1-20)

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

Response NDN-2

The Draft EIR's discussion of Aesthetics (Section 4.9) addresses the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings. The Draft EIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. However, the analysis concludes that no potentially significant impacts would occur in this regard. The relevant text from Draft EIR Page 4.9-22 is provided here for ease of reference.

> Properties to the south of Fir (future Eucalyptus) Avenue are currently zoned for large lot residential uses. To provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary. This wall will be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti.
>
> As supported by the preceding discussions, and with implementation of the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant.

Response NDN-3

The commentor expresses concerns about the effect of diesel truck emissions on the sensitive receptors located on the South side of Fir Avenue.

A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk

shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [10]

Response NDN-4

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. These include the recently approved Highland Fairview Corporate Park, and the proposed ProLogis warehouse project. To date, no further inquiries, applications, or other proposals have been received by the City in regard to development of the types of land uses referenced by the commentor.

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10 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

It may be noted that a "Logistics Modified General Plan" development concept was included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16). This development concept addressed the possible future development of a substantial number of warehouse facilities in the eastern end of the City.

For the purposes of the Westridge Commerce Center Draft EIR analysis, the City does not consider the "Logistics Modified General Plan" (LGMP) proposal included within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development concept was not included among those identified as "related projects" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

Response NDN-5

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, the Project will result in certain significant and unavoidable air quality and noise impacts.

Response NDN-6

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response NDN-7

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant as mitigated.

Response NDN-8

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the

Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

<u>Response NDN-9</u>

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response NDN-10

The commentor expresses concern regarding the growth inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth. Moreover, the Project is consistent with the adopted General Plan, would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response NDN-11

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19,

acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

<u>Response NDN-12</u>

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR

Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:16 PM
To: Jeffrey Bradshaw; John Terell
Subject: DEIR Comments for Ridge-1
To: Jeff Bradshaw,

These are my comments and questions concerning the Westridge Commerce Center Project.

My biggest concern and questions are regarding the cumulative effects of the 35 million square feet of warehousing proposed for this area of the city. The law requires that the FEIR address the cumulative impacts of the entire known proposal. The Agency (the city of Moreno Valley) is well aware of the fact the developer that owns most the raw land in this area wants to turn this area into another Mira Loma type warehouse district encompassing 35 million square feet of warehousing. The city has an obligation to make sure that the impacts of all 35 million square feet are addressed in this document. It is not acceptable for the city to pretend it doesn't know about these other planned warehouses. The fact they have not submitted an application yet has no bearing on the known intended plan. I will include the Press-Enterprise article in which these35 million square feet warehousing plan was detailed. DR1-1

There is only one actual lane on the westbound 60that leaves Moreno Valley and continues to Riverside. How are all these trucks going to affect the traffic going west on the 60? How is the truck traffic from the other 30 million square feet of warehouses going to affect the truck traffic?Is the city going to let this developer lie about the traffic the way they let Highland Fairview lie? Is this developer going to be allowed to show unrealistic videos of dream traffic or they going to be required to tell the truth? What is the impact of the additional truck traffic from this approximately one million square foot warehouse on the one actual lane that leaves Moreno Valley and continues to Riverside?What is the impact of the truck traffic from all 35 million square feet of warehousing on the one lane of the 60 that leaves Moreno Valley and continues to Riverside? DR1-2

We know we are not going to meet our 2015air quality targets. How are we going to meet them by adding warehousing that is not even required to meet LEED standards? Why would we add anything that is not required to meet LEED standards? How much farther over our target will we be with the addition of a one million square foot warehouse? How much farther will we be over our target with the entire 35 million square feet of warehousing proposed? DR1-3

The City of Moreno Valley has some of the most beautiful vistas in the Inland Empire. Why does the consortium this developer belongs to think it is ok to rape the views of this city when other locations would serve the same function without doing so? Why does this consortium of developers think so little of the beauty of Moreno Valley that they would destroy it just to make a couple extra bucks? There are plenty of parcels in the flat area where warehousing was intended to go. I know because my home overlooks this area. Why is this consortium of developers destroying the vistas of people who have lived in their homes many over 20 years when they don't have to? Nobody that cared for our city would so callously destroy it! Why would we want to do business with developers who care nothing for our city? DR1-4

Why is this consortium of developers building off the 60 when the 215 is a much better location? The 215 has millions of federal money spent and planned to be spent on it. The 60 has no plans to add more than the one and only west bound lane that leaves the city and continues into Riverside. March Global Port by the 215 has an airport and is nearer to the railroad. Why isn't this warehouse being proposed in the area of the city that was intended for a warehouse? Why not the March Global Port? DR1-5

The Skechers project caused animosity that still has not been resolved. This developer knows that. Why does this developer and the consortium he is aligned with think it is ok to emotionally tear a city apart? Why doesn't this developer care about the quality of life of the residents most affected by this project?

Knowing how you feel and knowing what you want to say is much easier than typing it. I sincerely hope you will answer all my concerns about this project. DR1-6

PS. I referenced newspaper articles that I will send separately

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno Valley CA 92555

DEANNA REEDER, LETTER 1

Email Dated December 6, 2010

Response DR1-1

The commentor expresses concern regarding "the cumulative effects of the 35 million square feet of warehousing proposed . . . ," citing an article from the *Press Enterprise* newspaper dated August 21, 2008 which references a "Logistics Modified General Plan" development concept included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16).

The *CEQA Guidelines* (Section 15130, subd. (b)(1)(A)) state that "a list of past, present and probable future projects" may be used to provide an adequate discussion of significant cumulative impacts. No active application exists for Logistics Modified General Plan (LGMP) proposal. Nor does the City consider the LGMP proposal cited within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development is not included as a "related project" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

To date, no further inquiries, applications, or other proposals have been received by the City in regard to the possible amendment of the General Plan or the Moreno Highlands Specific Plan to support the type of development referenced by the commentor. As

identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the adopted City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

The commentor's concerns and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

Response DR1-2

In regard to cumulative traffic impacts, please refer to the preceding Response DR1-1. In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As

noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response DR1-3

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

Although the ultimate level of LEED certification cannot be determined at this time, since the tenant and therefore specific environmental strategies to be employed at the facility, are unknown, it is important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

The commentor refers to "our 2015 air quality targets" but does not quantify or otherwise specify "our targets." The Project is consistent with land uses plans, and emissions reductions programs, and emission control strategies outlined in the applicable Air Quality Management Plan (DEIR at Pages 4.3-49 through 4.3-52). The Project further incorporates all feasible measures to reduce its air quality impacts. Please refer also to the preceding Response DR1-1. The commentor's statements are forwarded to the decision-makers.

Response DR1-4

The Draft EIR addresses the Project's potential aesthetic impacts in Section 4.9, and acknowledges that implementation of the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact. The suggested relocation of the Project is addressed in the following Response DR1-5. The commentor's statements and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

Response DR1-5

In regard to the commentor's suggestion that the Project be located in another area of the City, several alternative sites were analyzed as part of the Draft EIR (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or

substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

Response DR1-6

The commentor's concerns and opinions are forwarded to decision-makers for their consideration.

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:23 PM
To: Jeffrey Bradshaw
Subject: DEIR Comments Ridge-2
To Jeff Bradshaw,

This is the article I referenced in the first email.

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno valley CA 92555

DR2-1

More distribution centers proposed for Moreno Valley's eastern side

Download story podcast

10:00 PM PDT on Thursday, August 21, 2008

By DAN LEE
The Press-Enterprise

MORENO VALLEY - Highland Fairview Properties, the developer of the Aquabella residential project and the Skechers logistics facility, is considering plans to build as much as 35 million square feet in distribution centers on the eastern side of town.

That potential scenario was included in the draft environmental impact report that the Michael Brandman Associates consulting firm prepared for the Skechers project. It would affect about 1,800 acres south of Highway 60 and between Redlands Boulevard and Gilman Springs Road, reducing the number of homes allowable in the Specific Plan in the area and increasing the land devoted to industrial uses.

Although the 1.8 million-square-foot Skechers building is a separate project, Highland Fairview President Iddo Benzeevi said the scenario was included in the report because residents had asked what might happen if that area, known as the Moreno Highlands, was developed into a business park. Highland Fairview has not formally submitted any proposal for logistic centers in the Moreno Highlands area.

Story continues below

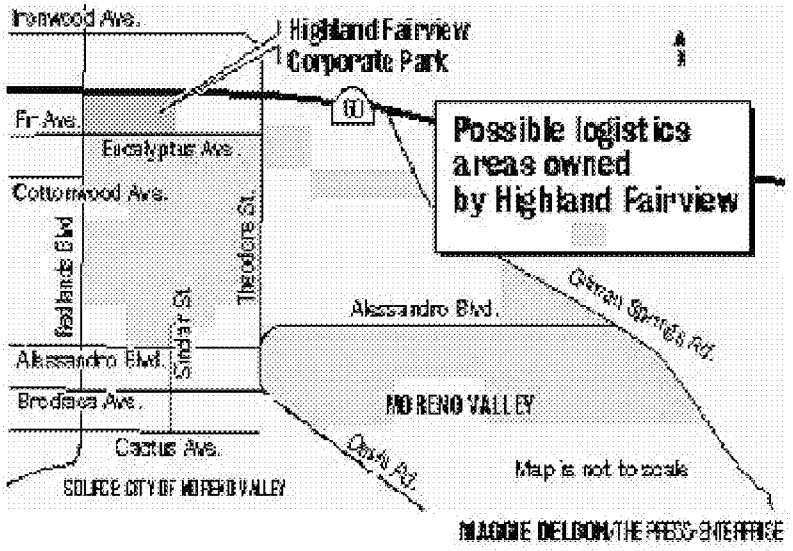

"It is an alternative that will be evaluated," Benzeevi said by phone. "We're looking at every possibility."

Any such proposal would require revising the Moreno Highlands Specific Plan, which would require the city Planning Commission and the City Council to hold public hearings prior to approval, city Planning Official John Terell said by phone.

Jobs

The City Council had approved the Moreno Highlands plan in 1992. The 3,000-acre, master-planned community would include 7,700 homes, a 600-acre business park, schools, golf courses and 120 acres of city parks. It would add as many as 30,000 new residents to Moreno Valley and 21,000 jobs, according to city estimates at the time.

Environmental activists sued the city over the plan, claiming that traffic, air pollution and potential earthquake hazards were not adequately addressed. They also argued that the planned community threatened the nearby San Jacinto Wildlife Area.

Although the projects' developers decided not to shelve their construction plans in June 1993, citing the economic downturn at that time, a judge in May 1994 ruled that the city had approved the Moreno Highlands plan properly. The Moreno Highlands community remains unbuilt.

Benzeevi said it is critical that Moreno Valley develop more of an employment base: Only about 3 percent of Moreno Valley's land can generate jobs, compared with the 10-20 percent in most cities. Without sufficient local jobs, residents are forced to commute out of town for work, creating traffic and causing them to have less time with their families, he said.

"It is just not acceptable," Benzeevi said. "We need to build sustainable communities."

A big part of the original Highlands plan already was intended for industrial uses, the developer added. With the addition of distribution centers the Moreno Highlands area could generate more than 26,700 jobs, according to Michael Brandman Associates.

Jamil Dada, chairman of the Moreno Valley Chamber of Commerce, said he agrees that Moreno Valley needs jobs. Dada has supported the Skechers project and proposals by ProLogis and First Industrial Trust to build distribution centers nearby.

Dada added, however, that he would like to see city officials determine what Moreno Valley residents want on the eastern end. He also said he would like to know what the environmental impact of the proposed changes might be.

'Still a Mess'

A new grassroots group called Residents for a Livable Moreno Valley is expressing concern about the proposed distribution centers. Spokesman Bob Franz said he is not opposed to growth or creating more jobs, but building distribution centers in eastern Moreno Valley does not make sense, given the traffic and pollution.

"It's already still a mess heading west (on Highway 60)," Franz said by phone. "I don't think it's a good idea taking trucks east through the Badlands."

The addition of logistics buildings to the Moreno Highlands would result in less traffic and overall pollution emissions than the land uses under the existing plan, according to Michael Brandman Associates. However, it would result in increased diesel emissions, the consulting firm found in its report.

Benzeevi said any logistics or distribution centers built in the Moreno Highlands area would be built to the same standard as the Skechers building, which is seeking the highest rating under the Leadership in Energy and Environmental Design standards. The developer added that Highland Fairview would take the necessary steps to minimize the effects on air quality and traffic as much as possible.

The logistics proposal and the future of eastern Moreno Valley are expected to be issues in the Nov. 4 election for the 3rd Council District seat, which represents the area.

Incumbent Frank West has said his constituents are concerned about building distribution centers on the eastern end of Moreno Valley. But West has four challengers: Robin Hastings, Mike Rios, Ray Carbajal Jr. and Robert Burks.

Moreover, the Moreno Valley Taxpayers Association has spent about $120,000 on a campaign to oust West and fellow incumbent Councilman Charles White. Highland Fairview Properties has contributed $60,000 to the effort, according to the most recent campaign finance reports that have been submitted.

Reach Dan Lee at 951-763-3457 or dlee@PE.com

DEANNA REEDER, LETTER 2

Email Dated December 6, 2010

Response DR2-1

Receipt of the article referenced in the commentor's preceding correspondence (referenced in this document as "Deanna Reeder, Letter 1") is acknowledged. The preceding responses DR1-1 through DR1-6 are provided to address the commentor's specific concerns.

From: sgcricket@aol.com
Sent: Friday, December 03, 2010 11:58 AM
To: Jeffrey Bradshaw
Subject: Public Comment on West Ridge Commerce Center

Comments: West Ridge Commerce Center Draft EIR
From: Residents for a Livable Moreno Valley

Residents for a Livable Moreno Valley is concerned that the City of Moreno Valley is not moving in the direction as stated in the General Plan. The eastern end of the City has the potential to develop into something the residents can be proud to share. There are mountain views, Lake Perris Recreational Area, Riverside County Conservation Area land, San Jacinto Wildlife Area and San Timoteo State Park surrounding this portion of Moreno Valley. The pathway chosen by Council and reflected in past General Plan changes is a concern. The City must:

1. Increase employment
2. Improve high school and college graduation rates
3. Raise the median income of the City
4. Provide a variety of housing for the residents
5. Protect the health and safety of the residents

Warehousing provides none of these benefits to the citizens. The number of employees per square foot of warehouse is minimal, the education requirements are marginal, the salary of a warehouse employee will not provide a middle/upper middle class life style, the location of warehouses will discourage construction of large, estate homes, the accumulated pollution will create health hazards for residents, and the dangerous conditions on SR 60 will not be addressed. RLMV-1

My questions to the developer (and Council, which has power to approve General Plan amendments):

1. Employment
   How many permanent employees per square foot will be working on site after construction? How many employees per square foot are employed at a Business Park designation?
   If the public wants to know the number of employees, will the tenant's personnel offer to provide this?
   If Moreno Valley residents are expected to tolerate the pollution, traffic and noise associated with warehouses, what percentage of City residents will be hired for the facility and will personnel make proof of residency available?

2. Education
   If the education needed for a warehouse position does not require a high school diploma or equivalency, how will this project improve the incentive for students to graduate?
   What percentage of positions will require post-high school education?
   What percentage of positions will require a 4 year college degree?
   What support will the employees receive to attend RCC or trade schools?

3. Income
   What will be the median and average salaries for the proposed warehouse employees?
   Will the median and average be above or below the median and average income for Moreno Valley?
   If the median and average is below that of the current City income, how will the warehouse help to raise that statistic?

4. Housing
   Where in Moreno Valley will the "estate" housing be built?
   Warehousing presents a stigma for the development of upper end housing. How will this provide a positive direction for the City?
   For every apartment unit built for homeless and low income warehouse employees, why isn't a home built that is above the average home cost?
   How will warehousing stop the downward spiral of low cost housing that is not balanced with an increase in upper end homes?
   What will stop the median home cost from going down and making the City look less attractive to those with money to buy?

RLMV-2

5. Health and Safety
   Why is Caltrans not being tasked to provide safe improvements to Highway 60 BEFORE the increase in truck traffic?
   Why are overpass improvements considered sufficient to improve traffic flow?
   Why is the cumulative effect of future development not considered?

RLMV-3

Why are two lanes in each direction considered sufficient when they are immediately impacted by one truck passing another?
Why is the one lane merge from the 60 to the 215 considered a final solution when accidents occur daily and deaths occasionally? What amount of "backup" is considered tolerable? RLMV-3 (cont'd)

What buffer is provided between residential zoning and the project? Business Park is considered a buffer between Light Industrial and residential. Does this mean that should the zoning be changed to Light Industrial to accommodate the project, the land south of the project will be rezoned as BP? RLMV-4

Sincerely,
Residents for a Livable Moreno Valley
3 December 2010

RESIDENTS FOR A LIVEABLE MORENO VALLEY

Letter Dated December 3, 2010

Response RLMV-1

The commentor's views in regard to the City's direction and potential, along with their concerns regarding warehouse development, are forwarded to decision-makers for their consideration.

Response RLMV-2

The purpose of the California Environmental Quality Act (CEQA) is to identify and determine the significance of the environmental effects caused by a project. As noted in *CEQA Guidelines* Section 15064 subd. (e), "[e]conomic and social changes resulting from a project shall not be treated as significant effects on the environment."

No physical changes resulting from the Project's potential economic or social changes have been identified, and as such, the Project's potential economic effects were not addressed within the Draft EIR. While outside the scope of the Draft EIR, the commentor's questions regarding employment, education, income and housing are forwarded to decision-makers. It may be noted that no amendment to the General Plan is proposed as part of the Westridge Commerce Center Project, nor would a General Plan amendment be required in order to approve the Project.

Response RLMV-3

The timing of roadway improvements on the SR-60, which are jurisdictionally controlled by Caltrans, is outside the control of the Applicant and the Lead Agency (the City of Moreno Valley). It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area.

The commentor's question in regard to overpass improvements appears to misconstrue the findings of the Draft EIR. The commentor is referred to Draft EIR Section 4.2, "Traffic and Circulation," which identifies a combination of Project improvements and mitigation measures mitigation to address the Project's potentially significant traffic impacts. While the overpass improvements identified in the Project's Traffic Impact Analysis (and summarized in Draft EIR Table 4.2-15) are expected to improve traffic flow, the Project was found to result in significant cumulative traffic impacts that cannot be sufficiently addressed by overpass improvements alone.

The Draft EIR considers, at some length, the cumulative effects of future development. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A discussion of the Project's potential cumulative impact is included in each of the Draft EIR's topical analysis sections, and potential impacts are summarized in Section 5.1, "Cumulative Impact Analysis" (Pages 5-1 through 5-25).

The number of lanes required for local streets within the Project vicinity is determined by the City of Moreno Valley General Plan Circulation Element, which is available for review at the City's Planning Department, or online at the following website: http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/5-circu.pdf.

In regard to the referenced "one lane merge from the 60 to the 215," the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be

nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Effects of cumulative development of concern to the commentor are addressed at DEIR Section 5.1, "Cumulative Impact Analysis." Topical areas considered therein include:

- Cumulative Impacts Related to Land Use and Planning;
- Cumulative Impacts Related to Traffic and Circulation;
- Cumulative Impacts Related to Air Quality;
- Cumulative Impacts Related to Noise;
- Cumulative Impacts Related to Water Supply;
- Cumulative Impacts Related to Cultural Resources;
- Cumulative Impacts Related to Biological Resources; and
- Cumulative Impacts Related to Aesthetics.

Response RLMV-4

As presented in the Draft EIR (Page 4.9-22), "[t]o provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). The proposed buffer/setback incorporated in the Project design also provides physical separation between the Project's operational activities and southerly adjacent land uses, acting to reduce potential environmental impacts (e.g. noise and air quality impacts) received at off-site land uses. This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary."

Related to design and implementation of the Project setback described above, the Project includes a discretionary action (Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts]. The proposed code amendment requires buffering between Residential districts and industrial and warehouse structures greater than 50,000 square feet in building area (such as the Project). More specifically, as provided under proposed Code Section 9.05.040 Industrial Site Development Standards, Section B, 9. :

> 9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

The above requirements would apply to the Project and would act to ensure the protection of the health, safety and welfare of future residents. While it is acknowledged that the Project proposes a change of zone from Business Park to Light Industrial, no other zone changes are proposed.

From: George Hague [gbhague@gmail.com]
Sent: Monday, December 06, 2010 4:52 PM
To: Jeffrey Bradshaw
Subject: Please confirm = II Additional Sierra Club comments to Westridge Commerce Center's DEIR

From: George Hague [mailto:gbhague@gmail.com]
Sent: Monday, December 06, 2010 11:40 AM
To: Jeffrey Bradshaw
Subject: Additional Sierra Club comments to Westridge Commerce Center's DEIR

Good morning Mr Bradshaw,

Please use these comments instead of what I sent you at 11:40 am today.

Re: Comments to the Westridge Commerce Center Draft Environmental Impact Report (DEIR)

During Thursdays Informational meeting the Consultant said that Appendix B would show that the Moreno Highlands project would be included. Using cumulative development from Chpater 5 and appendix B one does not find the Moreno Highlands Project. You do not even include Moreno Highlands at build out, but instead use 2013 as some magical date. Based on this standard if Moreno Highlands is not build for another 20 years then we can just approve all other lands with projects which would use all of SR 60 capacity- SC-1
without factoring Moreno Highlands into the equation. How can Moreno Valley allow what is shown on Exhibit 7-2 where the SR-60 westbound traffic is Four times the present level in 25 years? SR-60 can not handle the traffic we presently have. The Final EIR will be inadequate unless you can show the LOS at the point where SR-60 & I- 215 connect heading west with today's traffic, with this project added and 25 years from now with its ultimate improvement according to the RCTC. The same needs to be done heading east on SR-60 at the point it passes over Pigeon Pass/Frederick Street. The City then needs to explain how anyone will want to do business in a city that doesn't allow you to move through except at a crawl. SC-2

Whenever Skechers or the Highland Fairview project is mentioned you need to include both approved warehouses on their site as well as all the other commercial and land uses approved-- not just the single Skechers warehouse. This is true for not only for all Sierra Club comments, but all other comment letters on this project-- or your EIR will be inadequate. SC-3

How many diesel truck trips are expected to/from this project site and during what times of the day? Please respond to all question submitted to this DEIR within the Final EIR and not redirecting the public to someplace in the DEIR. SC-4

Building to LEED certification is good, but explain why the project will not try for at least Silver. There are many good ideas which could be designed/built into this huge warehouse to make it a environmentally superior and healthier project for Moreno Valley. The FEIR must list all those ideas which you will not incorporate into the project and fully explain why not. This must include those ideas which would lessen the projects impacts on Air Quality, Greenhouse Gas, and Global Warming. How will this project either help meet the goals of AB 32 or hinder our City's fair share in meeting its goals and standards? SC-5

The Sierra Club believes the impacts to Agricultural resources are considerable and need to be thoroughly discussed in the FEIR. The Lands of Local importance can not be just dismissed. Your project is growth inducing and could lead to the destruction of one of the last citrus groves in our city with the approval of Pro Logis. SC-6

How many diesel Trucks trips are calculated to use Redlands Blvd to enter/exit the city from your project? When combined with Skechers and ProLogis how many truck trips are calculated to use Redlands Blvd to enter/exit Moreno Valley. When you combine all three of these warehouses, operating a full capacity, with the existing background traffic, how many diesel trucks trips will use Redlands Blvd to enter/exit our city? SC-7

Since all diesel trucks must use Fir Street to enter/exit the project, how can you say the project is a safe distance from the property zoned residential across the street from your project? How will all the diesel trucks impact these future residents during your 24-7 operation? How does the toxic diesel emissions change during acceleration/deceleration as the trucks enter/exit the project? Your analysis of impacts must take this into consideration. With your growth inducing impacts how many diesel trucks will be using the improved Fir Street, adjacent to your project and future residents, when both approved warehouses at the Highland Fairview project, and Pro Logis are in full operation? SC-8

Please explain why reclaimed water will not be used? Between this project and Skechers you should be able to bring it north to serve both the needs of both sites. SC-9

The Sierra Club believes the DEIR fails to fully explain all the direct, indirect, growth inducing and cumulative impacts. The cumulative development list is not complete. The alternatives need to be further developed--especially since this project will not be built for perhaps years and there are existing warehouses sitting unoccupied. SC-10

The Sierra Club appreciates the opportunity to continue to add comments to this project's environmental documents. Please keep me informed of all future meetings and documents by using the address below. SC-11

Sincerely,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

26711 Ironwood Ave
Moreno Valley Ca. 92555

SIERRA CLUB (GEORGE HAGUE)

Email Dated December 6, 2010

Response SC-1

It is presumed that the commentor's references to the "Moreno Highlands project" are intended to mean the Moreno Highlands Specific Plan, which was approved in 1992. Because approval of this Specific Plan preceded the adoption of the City's existing General Plan, the land uses approved as part of the Specific Plan are reflected in the adopted General Plan land use designations, which were the basis for the Draft EIR's consideration of ambient growth.

The year 2013 is utilized within the Project's Traffic Impact Analysis (TIA) and identified in the Draft EIR as the Project's anticipated opening year. As noted on Draft EIR Page 4.2-15, "[t]he City requires development TIAs to analyze a horizon year that is a minimum of five (5) years from baseline existing (2008) conditions reflected in the TIA. Accordingly, the potential traffic impacts of the Project are determined for 2013 ("Opening Year") conditions. This includes the application of an assumed background growth factor, to which traffic generated by known or probable 'related projects' was added."

Response SC-2

In regard to the commentor's concerns regarding traffic growth on SR-60, the Project TIA (included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather

to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response SC-3

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. Included for the Highland Fairview Corporate Park were the following anticipated land uses: Logistics (2,410,000 square feet); Retail/Outlet Center (10,000 square feet); and Community Commercial (200,000 square feet). A review of the Highland Fairview Draft EIR (available at the City of Moreno Valley Planning Department) indicates that this is the maximum development scenario for this recently approved project.

Response SC-4

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).

[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

The germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations."

Response SC-5

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

As noted on Draft EIR Page 4.3-110, "the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. As such, a qualitative assessment of the Project impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report, supports the conclusion that the Project GHG emissions are not cumulatively considerable. [Draft EIR] Table 4.3-21 identifies the various sources of guidance for determining the significance of impacts from GHG emissions, and the applicability of each source to this Project. Further, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures."

Contrary to the commentor's assertion otherwise, the FEIR need not list and evaluate all mitigation measures offered. With specific regard to potential GHG/GCC impacts (and measures offered to reduce potential GHG/GCC impacts), the Project's individual and cumulative impacts GHG/GCC impacts are substantiated to be less than-significant (DEIR Pages 4.3-88 through 4.3-11; DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and

Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

Response SC-6

Despite the commentor's assertions, the Draft EIR does not "just dismiss" potential impacts to agricultural resources. As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. The potential loss of agricultural land throughout the City attributable to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR, available for review at the City of Moreno Valley Planning Department) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required.

The commentor's opinions in regard to the potential impacts of the proposed ProLogis project are forwarded to decision-makers for their consideration.

Response SC-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Exhibit 5-4 in the Project TIA (Draft EIR Appendix B) identifies the truck trip distribution anticipated at General Plan Buildout, which includes traffic generated by the Project, the Projects referenced by the commentor, and all other known and probable development that is anticipated to occur at the SR-60/Redlands Boulevard Interchange.

Response SC-8

The commentor expresses concerns regarding diesel emissions from vehicles traveling along Fir (future Eucalyptus Avenue) and their potential impacts at adjacent residential uses. A Health Risk Assessment of Diesel Particulate Emissions was prepared to

address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment (HRA) was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA arguably consider potential worst case cancer risk exposure by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, and a portion of each 24-hour cycle is spent indoors. In addition, individuals and families at a given location for 70 or even 30 years would be considered the exception rather than the norm. The California OEHHA has indicated that based on EPA studies, the EPA

recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

In response to the commentor's specific concerns regarding potential cumulative effects of DPM emissions, regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as

discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [11] Please refer also to Response SC-4.

Response SC-9

Developments within the Project area are reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Ultimate timing and provision of recycled water to the Project will be determined by EMWD, not the Applicant or the Lead Agency. To assert or assume otherwise is speculative. As noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In

11 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."

Response SC-10

The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration during deliberations on the Project. The cumulative project list was compiled in consultation with City staff, and includes Projects that are consistent with those of other EIRs that have been prepared by the City for development proposals in the vicinity of the Project. The commentor is also directed to Draft EIR Section 5.2, which includes a comprehensive discussion of the potential for other approved warehouse projects to serve as an alternative to the proposed Project site.

Response SC-11

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings.

Thomas Thornsley
29177 Stevens Street
Moreno Valley, CA 92555

December 5, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552

Via e-mail: JeffreyB@moval.org

Dear Mr. Bradshaw:

Re: Draft Environmental Impact Report (DEIR) Westridge Commerce Center, SCH#: 2009101008

As a concerned residents on the east end I have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center. I can not agree with some of the conclusions because it appears that some impacts are being written off because the City simply has not taken a progressive stand on potential development impacts or adopted stricter criteria for development (i.e.: enhanced development standard and limited design guidelines, or full improvements with future restitution.). As with most projects requirinig EIRs this project has some significant impacts that, quite simply, are being written off because the impact can not be completely mitigated to below a level of significance. However, several impacts could be lessened with further mitigated than what is proposed; most notable with regard to Traffic Impacts. In these instances it would be prudent to impose mitigation(s) to further lessen those impacts, thereby, leaving a smaller intensity of impacts that to be overridden by the City Council. TT-1

Project Description – So much of this document reads like "boilerplate text" and it fails to provide complete account of the entire project in any one location. The full project description is hard to quantify without looking in several places in two separate chapters. Even then the proposed Amendment to the Municipal Code related to providing "objective standards for the development of Light Industrial uses adjacent to residentially zoned property," fails to be detailed anywhere in the text and I am unable to determine what changes are being made. So therefore I ask: TT-2

- Why are you not providing a detailed description of the code amendment?
- What are the details of the proposed amendment? (Provide current text and proposed text.)

Aesthetics

Loss of Scenic Vista – The DEIR states that there is no feasible way to reduce impact (lost view of the surrounding hills) below a level of significance which may be true, but man-made enhancements along the 60-Freeway can offer a new pleasurable scenic vista thus mitigating a substantial amount of the loss. As such this issue should be addressed in greater detail to enhance what is lost for the community. TT-3

- Why is this project not offing to better enhance and screen the view from 60-Freeways with more extensive architectural relief, landscaping and a screen wall? TT-3 cont'd.

The photo simulations in the DEIR fails to depict the actual view from the roadways or what the view would be like for passing motorist after freeway expansion. Each simulation is a straight ahead view from each particular roadway/highway. Since the 60-Freeway is a General Plan designated Scenic Corridor true views are 360 degrees (and primarily southward as shown in Figure 4.9-1) and as such this document needs to be amended to <u>show the impacted views from the 60 Freeway looking south across the project site</u> to show how the building and loading docks will be buffered and compliment by landscaping and the screen wall as required by the development code. TT-4

- Why doesn't this document show a true view southward across the site as it would be viewed from the 60-Freeway by passing motorist?
- Why doesn't this document show the screening method of the building and loading docks?
- Why isn't there a visualization of the site screening method at full build-out of the Freeway?

Under the current zoning, building sizes are limited to 50,000 s.f. thus offering the opportunity for smaller buildings, greater elevation variations, and views through and between buildings if built and scattered across the same project area. So far the warehouse projects approved and proposed along the 60-Freeway corridor far exceed the original zoning building size limitations and as proposed are creating what will appear to be a mile long wall blocking almost all vistas to the south. TT-5

- Why is it not feasible to create smaller buildings for what is a speculative project at this time in a down economy?

<u>Recommendation</u>: **Mitigation measures** should be added to this project to require a sufficient landscape area and screen wall along the 60-Freeway to effectively screen the building and the loading dock and to act as an alternate aesthetic feature in place of the lost Scenic Vista. TT-6

<u>Building</u> – It is hard to understand the need for such a tall building unless it contains multiple internal stories which would then conflict with the floor area ratio (another issue). Under the existing zoning it was much more likely that the site would develop with smaller buildings and thus lower building profiles. One method to better preserve the scenic vistas would be limiting the overall building height to 25-30 feet. This would permit the building to go almost unnoticed if is truly built 20 plus feet below grade. As such a **<u>mitigation measure reducing the height of the structure to preserve some of the scenic vistas should be imposed.</u>** Thus, mitigating the impact to scenic vistas may not require the City to override this impact as proposed. Additionally, building relief (offsets) appears to be non existent on all elevations with limited compliance with General Plan Policy 2.10.3. Mitigation measures should be included requiring greater wall offsets relative to the expanse (1,300 foot length) of the building elevation. TT-7

- Building function is not necessarily compromised by building plane variations so why are there not more telling offsets to the building exterior? This applies to all four sides.

<u>Light and Glare</u> – The east end of Moreno Valley as enjoyed a rural atmosphere for decades and as such would be significantly impacted if project site lighting is not controlled. Additionally, this area falls just within the Mount Palomar Observatory Dark Skies area and should comply with their limitation to prevent light pollution. The International Dark-Sky Association web site at: www.darksky.org lists lighting fixtures and methods to meet dark sky specifications. <u>Add a Mitigation Measure</u> (beyond city policy) to assure that site lighting is compatible with "Dark-Sky" specifications or limit lighting to only the use of low pressure sodium lights, full shielding above a horizontal plain and no building or pole mounted lighting fixtures that project light outward horizontally beyond the property boundary to TT-8

eliminate the potential for nighttime light glare to motorist. This last request is especially relevant to freeway motorist.

- Why is there not a mitigation measure include with this project that assures full compliance and extra measure beyond the basic restrictions listed in the city?

TT-8, cont'd

Screen Walls – Page 3-9 makes mention of an 8-foot screen wall along the 60-Freeway yet there is no mention of this wall in Section 3.5.12. Neither the site plan nor the cross sections in this document list any screen wall along the 60-Freeway frontage. Since the City's General Plan Policies (2.10.2, 2.10.4, 2.10.5) and Development Code requires the screening of loading areas a **Mitigation Measure** needs to be added that will assure a wall of sufficient height will be installed along the project's north property line to screen the view down into the loading dock from the 60-Freeway and the eastbound off-ramp. Additionally, due to the massive length of this wall the screen wall should have significant vertical wall plain offsets and other variations (texture, style, height) to avoid visual monotony along the freeway.

- What type of adequate full screening method will be provide along the north property boundary adjacent to the 60-Freeway in compliance with city code?

Landscaping – Extensive landscaping is provided along the southern boundary of the project as a buffer for visibility of the project. The same level of treatment should be provided along the north property line in compensation for the lost Scenic Vista. The northern most landscaping provided on site is on what appears to be a 2:1 slope dropping immediately from the freeway right-of-way down to the parking and loading area. Since all of this landscaping is below freeway grade it will provide little complimentary relief to the massive building. Additionally, city code requires screening of parking and loading areas with a minimum 10-foot landscape buffer utilizing walls and burms to screen these elements.

TT-9

- Why is there not a sufficient landscape buffer and screen wall along the northern most project boundary along the freeway right-of-way?
- How does this project proposes to meet the 10-foot landscape requirement for buffering if all of this area is below grade?

Traffic

The DEIR states that "the Project cannot feasibly construct the required improvements and/or Payment of fees will not assure their timely completion" and "Pending completion of required improvements the Project's incremental contributions to Opening Year Cumulative traffic impacts at or affecting (certain) intersections are considered cumulatively significant and unavoidable." Since most of the studied intersection are not currently impacted this project will be the ultimate source causing them to be impacted and as such this project should be held responsible to further eliminate those impacts beyond just "paying the TUMF" and letting the improvement happen when they may. The following passage, "The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts," is utilized time and again in MMs 4.2.3 through 4.2.9 in what appears to be the project proponents out for making some simple fixes such as stripping for right-turn lanes. These types of simple fixes should be the responsibility of the development.

TT-10

Since it appear that it could be quite some time before full improvement are made to connect Fir Avenue through from Redlands Boulevard to the terminus of Eucalyptus Avenue the added traffic burden to Redlands Boulevard will greatly impact travel and completely diminish the level of service currently available The project proponent needs to provide a supplemental or alternative analysis in the form of a

tiered level of improvements that can be made that diminishes the impacts at Opening Year. Additionally, the cost burden undertaken by the developer should be determined for reimbursement.

- What additional improvements can be made prior to building occupancy that will address the immediate impact at Redlands Boulevard and the 60-Freeway in exchange for fees paid for improvements elsewhere?
- Since the city will reimburse developers for improvement costs beyond those associated with their project why is this project not proposing to make the extra improvements to lessen the impacts and better serve its future users and the neighboring community? TT-10 (cont'd)

If these improvements are not made by the time the project is in its Opening Year what will be the timelines for making these improvements and what criteria (money, Caltrans approval, other projects…) have to be met before the mitigation measure are carried out?

- How will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Air Quality

There is no doubt that any urban development on the project site will generate long-term operational emissions that will exceed the South Coast Air Quality District's regional thresholds. However, the types of pollutants vary by the activities associated with different land uses, some of which may not be as hazardous to the health of those in the surrounding community. Since most of the cancer risk from air pollution is from diesel exhaust it would be best to rethink the land uses of a community as a whole and limit those that pose the greatest risk to health. Maintaining the existing zoning would prevent uses such as this distribution center which requires extensive use of trucks burning diesel fuel. Under the current zoning the range of business permitted are likely to generate more vehicle trips but fewer emissions by trips from diesel fueled vehicles.

This type of project would also be best suited for a location where it could utilizes rail transport for the massive daily volume of trips associated with warehouses or logistic centers. For this reason alone, the City should not approve the zone change and this project should locate to a site with more efficient transportation infrastructure better suited to meet speculative users' needs with fewer environmental impacts. TT-11

It is unrealistic for the City of Moreno Valley and the project proponent to disregard the cumulative impacts this project will have on this area when utilizing a scenario where much of the surrounding area is converted to industrial and warehouse uses. This analysis should be undertaken so as to find what level of incremental increase this project will have on the overall community.

- Why in there now effort made to look at the real possibility of cumulative impacts from this project and the likely land use changes surrounding this project site?

However, because I believe that the City will approve this project; additional tougher mitigation should be added to offset local and regional impacts to the fullest extent possible before overriding what can not be achieved. If these mean reducing the size of the project to reduce environment impacts, as a suggested in the alternatives, then it should be seriously considered. Also, there should be mitigation measures requiring a percentage of the fleet vehicle (diesel trucks) of future tenants to be low to zero emission vehicles. Also, diesel trucks delivering to the site shall include soot filters or the latest technological equipment available.

Additionally, MM 4.3.11 addresses improvements to the project that will allow the project to exceed Title 24 standards by 20 percent. This is a nice thing but more should be offered. The final item on the list of improvements states that the building should be structurally designed to handle the installation of roof mounted solar panels. This should be mitigation measure unto its own along with requiring the project proponent to work with energy providers and vendors to install such equipment to offset fuels used to generate electricity. There are numerous vendors and utilities interested in joint projects to install these systems, and they are always looking for places to install systems, and this should be made a part of this project. This measure also works well to mitigate the issues associated with greenhouse gases.

- Why can't this project be required to have all buildings designed forthwith to accommodate renewable energy sources such as photovoltaic solar electricity systems appropriate to their architectural design?
- Why is there no mention of the project proponent working to insure the opportunity to utilize this structure is know in the industry?

TT-11 (cont'd)

As stated in the Traffic section may intersection improvements will not be undertaken by the project but will instead only be mitigated through the payment of improvement fees. If this is true the project will create traffic impacts that do not currently exist.

- Therefore, how will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Climate Change and Greenhouse Gases

Since the state has enacted legislation to lower greenhouse gas emissions any and all possible measures to lower emissions that could be undertaken by this project should be listed, discussed and analyzed for their effectiveness, not just a list of improvements that will exceed Title 24 by 20 percent. The City should then include mitigation measures that significantly reduce (though they may not entirely mitigate impacts) associated impacts prior to any consideration to override them as the DEIR suggests.

TT-12

- Why is the project not being designed to meet some of the highest LEEDS standards and only offering to exceed Title 24 by 20 percent?

Thank you for the opportunity to comment on the Draft EIR for this project. I request to be informed of all meetings and public hearings related to this project or other consideration in east end of Moreno Valley. Please let me know if it is possible to review a copy of the project plans so that I may provide constructive comments related to the development proposal prior to its next appearance before the Planning Commission or City Council. I would also like to request copies of any follow-up documents related to this project (2nd DEIR and/or Final EIR). Feel free to contact me if you have any questions regarding my comments.

TT-13

Sincerely,

Thomas Thornsley
909-797-1397
e-mail: tomthornsley@msn.com

THOMAS THORNSLEY

Letter Dated December 6, 2010

Response TT-1

The City disagrees with the commentor's assertion that potentially significant impacts of the Project are being "written off." As required by CEQA, the Draft EIR identifies the feasible and enforceable mitigation measures that have been determined necessary to reduce the Project's potentially significant environmental impacts. The commentor's references to additional traffic mitigation are addressed more specifically in the subsequent Response TT-10. The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration.

Response TT-2

The commentor's opinions in regard to the Draft EIR's organization are forwarded to decision-makers for their consideration. The actual wording of the proposed Municipal Code Amendment was not available at the time the Draft EIR was completed. The proposed amendment will be crafted by City staff and made available prior to its consideration by Planning Commission or City Council, consistent with the City's standard procedures for the adoption of Municipal Code Amendments.

For the purposes of the Draft EIR's analysis, the code section to be amended is identified (Section 9.05.020 B, City Case # PA10-0017) on Draft EIR Page 3-24. Further, the intent of the proposed code amendment is summarized as follows.

> The proposed Code Amendment would mandate minimum separation/ buffer requirements (250 feet) between proposed light industrial use and residentially-zoned properties. As further required under the proposed Code Amendment, this setback/buffer area shall be increased should the minimum 250-foot separation/buffer prove insufficient to eliminate

significant health risks or project operational noise impacts as reflected in project-specific air quality and noise analysis (Draft EIR Page 4.1-19, *et al.*).

The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City.

Response TT-3

As acknowledged in the Draft EIR's analysis of the Project's potential aesthetic impacts, "[d]eterminations of visual character and quality are inherently subjective by nature." The commentor's suggestion that "man-made enhancements along the 60-Freeway" be utilized to mitigate the Project's adverse effect on scenic vistas could be perceived as exacerbating the potential change to existing views. It is further noted that land adjacent to SR-60 is within a Caltrans easement, and is reserved for future freeway improvements that are outside the jurisdictional authority of the Applicant or the City of Moreno Valley. The Project has nonetheless proposed a wall of trees at the property line along the top of the slope to further soften views of the Project from the adjacent SR-60. The trees will be configured and planted in a double row the northwestern portion of the site, and in a single row along the future off-ramp.

The Project's potentially significant visual impacts are attributable to potential view obstruction, not architectural design or appearance of the Project (please refer to the summary of significant aesthetic impacts presented at DEIR Pages 1-19, 1-20). Architectural revisions or additional screening suggested by the commentor do not act to review the project's identified view obstruction. Moreover, as described on Draft EIR Page 4.9-21, "[i]n order to ensure visually acceptable and compatible development, and subject to the proposed change of zone from Business Park to Light Industrial, the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05,

Industrial Districts. To these ends, the Project site plan, landscaping, and architectural concepts provided at EIR Section 3.0, Project Description demonstrate consistency with Municipal Code Section 9.05.040, B., Special Site Development Standards."

Response TT-4

The Draft EIR acknowledges the designation of SR-60 as a scenic route, and the Project's location within a scenic view corridor (Draft EIR Page 4.9-10). Despite the commentor's assertions to the contrary, the Draft EIR's view simulations provide actual pre-development views from the SR-60, with post-development photo simulations reflecting the facilities and landscape screening of the Project. A direct southerly view of the Project from Ironwood Avenue, located approximately 2,500 feet north of the freeway, is provided in Draft EIR Figure 4.9-8. The Project's landscape screening has been conceptually illustrated in Draft EIR Figures 3.5-4 and 3.5-5, and is reflected in the previously referenced Draft EIR's Post-Development View Simulations (Draft EIR Figures 4.9-4 through 4.9-8). It may be noted that because the Project's facilities will be located approximately 25 feet below the grade of the SR-60, the loading docks will not be visible from the SR-60, or from other properties not located at a considerably higher elevation than SR-60. (Draft EIR Figures 4.9-2, 4.9-3)

In regard to the commentor's concerns regarding views in the Project vicinity following freeway expansion, it is noted that although the Project has been designed to accommodate future interchange improvements planned by Caltrans, these improvements will be constructed by Caltrans, and are not a part of the proposed Project. Improvements adjacent to the Project site have been neither programmed nor funded at this time. The preparation of view simulations incorporating these improvements would be speculative, and as such, were not undertaken as part of the Draft EIR.

Response TT-5

As discussed in the Draft EIR's analysis of alternatives (Pages 5-36 to 5-37), the possibility of limiting the Project's building size was considered, but rejected as infeasible. The relevant discussion is presented below for ease of reference.

> In order to potentially avoid or reduce view obstruction/view interruption resulting from the large consolidated warehouse structure proposed under the Project, an alternative site design employing multiple smaller structures of 50,000 square feet (per the site's current Business Park zoning requirements) was considered. However, the intent of the Project is to achieve full utility of the available site while providing region-serving logistic warehouse facilities. Feasibility and function of the proposed regional warehouse is dependent on its size and configuration, allowing for centralized and consolidated storage and transfer of large (numerically and dimensionally) inventories serving smaller local and end-use facilities. Division of the proposed building into substantively smaller components (50,000 square feet maximum buildings) is not practically or economically feasible.
>
> Moreover, such division of the Project would act to unnecessarily duplicate or expand serving utilities, would result in multiple and redundant internal operations (e.g., intersite transfer of inventories), would restrict flexibility of warehouse operations and use of warehouse space; and may necessitate additional access to adjacent roadways in order to serve the individual buildings, with potentially increased circulation/access impacts. Lastly, it is noted that the Project design is typical of other regional distribution warehouses implemented within the City, surrounding Riverside County, and throughout southern California. Empirical evidence indicates that the Project design is an established functional and efficient format for regional distribution warehouse

facilities. For these reasons, an alternative based on a compartmentalized building design scenario resulting in multiple smaller buildings was not further considered.

The commentor's concerns in regard to the Project's feasibility in the current economic climate are forwarded to decision-makers for their consideration.

Response TT-6

Please refer to the preceding Response TT-3. The commentor's opinions in regard to the provision of an 'alternate aesthetic feature' are forwarded to decision-makers for their consideration.

Response TT-7

The commentor requests explanation of the proposed building design, and specifically the proposed building height.

The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. While multiple stories are not proposed, the high-cube building design typically requires internal clear heights of 30 feet or more. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy

efficiencies associated with such a large building footprint. The suggestion that architectural "offsets" be required is forwarded to decision-makers for their consideration.

Response TT-8

The Project's potential to create a new source of substantial light or glare which would adversely affect day or nighttime views in the area is addressed in Draft EIR Section 4.9. As noted on Draft EIR Page 4.9-22, "[o]n-site lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance," which are detailed within this discussion. As further noted on Draft EIR Page 3-17, "[t]he Project lies within 45 miles of the Mt. Palomar Observatory, and would comply with applicable provisions of County of Riverside Ordinance 655 which addresses protection of the night sky from light pollution that would interfere with astronomical observations." Additional mitigation suggested by the commentor has not been included because no potential impacts relative to the Project's potential to create light or glare have been identified. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

It is further noted that the City is considering a "Dark Sky" ordinance that would act to prevent or reduce light pollution.

Response TT-9

Consistent with the commentor's observation, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

> these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. ***Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls*** . . . .

Results and conclusions of the DEIR are not affected.

As noted on Draft EIR Page 4.9-21, "the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05, Industrial Districts." The landscape buffer proposed along the Project's northernmost boundary, adjacent to SR-60, is, as noted by the commentor, a landscaped slope, with a depth of approximately 41 feet, or more than four times the required ten-foot landscape buffer. Additionally, as noted in the preceding Response TT-3, the Project also includes the planting of a double row of trees along the site's northwestern property line. As demonstrated in the line of sight illustration provided as Draft EIR Figure 4.9-3, loading areas on the north side of the Project will not be visible from SR-60. The commentor's opinions in regard to the adequacy of the Project's proposed landscape screening are forwarded to decision-makers for their consideration.

<u>Response TT-10</u>

It appears that the commentor is unclear in regard to which potential traffic-related impacts are considered significant due to the Project, and those that are forecast to occur as a result of cumulative growth. As discussed in the Draft EIR (Pages 4.2-15 to 4.2-16), , the Project's Traffic Impact Analysis (TIA) identifies ambient growth using a standard annual growth factor of two percent per year to account for non-specific development

within the Study Area, as well as anticipated growth in traffic volumes generated by projects outside the Study Area. The ambient growth factor of two percent per year was applied to existing Year 2008 traffic volumes, yielding a ten percent (10%) growth in existing volumes over the five intervening years until the Project Opening Year, 2013. As discussed in the Draft EIR (Pages 4.2-34 to 4.2-35), under the "Opening Year Ambient Condition" defined above, only two intersections would be affected by Project-related traffic. Mitigation for impacts at these two intersections is provided in Draft EIR Mitigation Measures 4.2.1 and 4.2.2, which are provided below for ease of reference.

4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements - Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

With implementation of these mitigation measures, the Project's potential impacts are identified as less-than-significant. All other traffic-related impacts identified in the Draft EIR occur in the cumulative condition, which is defined (on Draft EIR Page 4.2-16) as including other known or probable related projects assumed to be occupied and operational by the Project's opening in 2013. A map of the approved and pending projects is included in EIR Section 5.1 (Cumulative Impacts Analysis). Additional detail regarding the trip generation of these related projects is also presented in the Project TIA (EIR Appendix B).

Despite the commentor's assertion that "simple fixes should be the responsibility of the development," it is noted that the majority of the required improvements are within Caltrans facilities, which are outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The application of fee-based mitigation is discussed further in the Draft EIR on Pages 4.2-25 to 4.2-26. The commentor's opinions regarding "alternative analysis in the form of a tiered level of improvements" will be forwarded to decision-makers for their consideration.

The Draft EIR's air quality analysis (Section 4.3) is based on the Project TIA, and as such, comprehensively addresses the Project's potential traffic-related impacts, along with other potential effects on air quality. The commentor speculates that required traffic improvements will not be completed. Please refer to the discussion of improvements programs and the implementation of improvements required pursuant to those programs presented in detail in the Project TIA at TIA Pages 205-208. As noted therein, the TUMF program was implemented to ensure timely completion of region-serving transportation improvements. Locally, the City has an established, proven track record with respect to implementing the City's DIF Program. Many of the roadway segments and intersections included within the study area for this Traffic Impact Analysis are at various stages of widening and improvement based on the City's collection of DIF fees. Under this Program, as a result of the City's continual monitoring of the local

circulation system, the City insures that DIF improvements are construction prior to when the level of service would otherwise fall below the City's established performance criteria. The commentor's statements are forwarded to the decision-makers.

Response TT-11

The commentor's opinions related to the best use of the Project site in regard to air quality considerations will be forwarded to decision-makers for their consideration. With regard to statements concerning diesel emissions, please refer to response FNSJ-8, et al. presented herein.

With regard to comments addressing air quality, alternatives, and maintaining the site's existing zoning designation, the Draft EIR includes a "No Project Alternative" analysis which assumes development of the subject site consistent with the existing Zoning Designation of "Business Park." A comparative analysis of operational air quality emissions under each of the Project's alternatives is provided on Draft EIR Page 5-53 – acknowledges that "the vehicle mix under the No Project Alterative would likely reflect incrementally decreased heavy truck traffic, with related decreases in diesel particulate emissions when compared to the Project." However, as also noted on Draft EIR Page 5-53, the Project's significant operational air quality impacts consist of exceedances of SCAQMD regional thresholds for VOC and NOx emissions. As noted on Draft EIR Page 4.3-84, potential environmental impacts from Project-related diesel particulate emissions were determined to be less-than-significant with mitigation. On this basis, the suggested continuance of the site's existing Business Park zoning would not necessarily result in a lessening of environmental impacts.

Evaluation of Alternative Sites (also of concern to the commentor) is presented in the DEIR (DEIR at Pages 5-38 through 5-34). As substantiated in the DEIR four (4) of the considered Alternative Sites (Sites 1-4) were ultimately determined infeasible. Alternative Site 5 would not result in the avoidance or substantive reduction of Project related impacts, this Alternative Site was also rejected from further consideration.

The commentor incorrectly states that cumulative impacts are disregarded. Please refer to DEIR Section 5.1, Cumulative Impact Analysis, DEIR Pages 5-1 through 5-25. With specific regard to energy consumption and potential GHG/GCC impacts (and measures offered to reduce potential energy/GHG/GCC impacts), the Project's individual and cumulative impacts are substantiated to be less than-significant (DEIR Section 5.6 Energy Conservation; DEIR Pages 4.3-88 through 4.3-11 (GHG/GCC impacts); and DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

In regard to the use of photovoltaics, as currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." As such, the Project supports, and would not interfere with use of solar energy. The commentor's opinions regarding "joint projects" will be forwarded to decision-makers for their considerations.

Traffic concerns have been addressed in the preceding Response TT-10.

<u>Response TT-12</u>

The commentor's opinions in regard to further lowering the Project's greenhouse gas emissions are forwarded to decision-makers for their consideration. It may be noted that

because the Project's Global Climate Change Analysis identified no significant impact on the environment, overriding considerations in regard to greenhouse gas emissions would not be required. Further, mitigation measures 4.3.11 through 4.3.13 were provided as part of the Draft EIR in order to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, rather than to reduce potentially significant impacts.

In regard to the commentor's concerns regarding Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20

percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response TT-13

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings. As requested, noticing of other projects in the area will also be provided. Project plans are available for review at the City of Moreno Valley Planning Department.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): AMORA JOHNSON Phone:

*Address (Required): 13301 McGahee Dr. Moreno Valley 92555 E-Mail:

*Note: Your name and contact information will become part of the public record for this project.

☑ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. AJ-C-1

Please provide your comments below:

Date: 12-6-2010

My main concern would be the effect on the wildlife in the area, with more vehicles - especially the diesel trucks' output - the wildlife's preservation attempts thus far will be undermined by the construction activities and the afterward effect will be detrimental to what good work the preservation has in humans' quality of life, too.

Being able to enjoy those migrating birds and all the other animals that most of us can't see within the cities, anywhere, will give younger generation appreciation of the existence of some rare animals, birds, creatures, bugs and other micro organism. Taking children to enjoy our open spaces, clean, clear air and to watch those rare creatures are much more important than seeing these block buildings that can be seen everywhere else, whereas the San Jacinto Wildlife Area can be made into a destination for younger generation. AJ-C-2

City of Moreno Valley needs to see the future, not just the $ for the present by ignoring the future of the next generations. -

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

AMORA JOHNSON

Via Public Comment Card

Response AJ-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response AJ-C-2

The commentor expresses concern regarding the effects of the Project on wildlife in the area.

The biological assessment for the Project consisted of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements;
- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- Jurisdictional delineation.

As supported by the analysis presented in Section 4.8, "Biological Resources" of the Draft EIR, with application of proposed mitigation measures, the Project's potential impacts to biological resources are less-than-significant.

Additionally, the commentor references the San Jacinto Wildlife Area. It is noted that this area is located approximately 3.5 miles to the southeast of Project site, and will not be affected by the Project.

City of Moreno Valley
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*Name (Required): Richard Johnson Phone: 951-243-0804

*Address (Required): 13301 McGEHEE Dr. MV 92555 E-Mail:

*Note: Your name and contact information will become part of the public record for this project.

☐ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings.

Please provide your comments below:

Date: 12/8/2010

I believe the project will overburden the present areas infrastructure, from the streets to the 60 FWY and beyond the 215 as well. The estimates along with future planning seems to set no limit for continued development of the area and it will be a very dangerous roadway system to be driving in this area. Future warehouse building will make it a very difficult place to drive a car. The vision of this area has now been lost. These buildings and the businesses may turn out to be a continued trend for dumbing down the area overall. RJ-C-1

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

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CITY OF MORENO VALLEY

Item No. E.3

RICHARD JOHNSON

Via Public Comment Card

Response RJ-C-1

The commentor's concerns regarding the effects of the Project on regional traffic safety and opinions regarding development trends within the City are forwarded to decision-makers for their consideration.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): Deanna Reeder Phone:

*Address (Required): 17351 Riva Ridge Rd E-Mail: late98765@aol.com

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. DR-C-1

Please provide your comments below:

Date: 12/2/2010

I want to know the cumulative impacts of this and all proposed projects as well the entire 35 million sq ft of warehouses that are proposed for this area.

This report must include all the impacts of all 35 million sq ft in order to be of actual value to the community. DR-C-2

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

DEANNA REEDER

Via Public Comment Card

Response DR-C-1

Commentor's contact information is noted and will be added to the Project mailing list to receive any subsequent environmental documentation for this Project and/or notification of any future public hearing(s) to consider the Project and EIR.

Response DR-C-2

The commentor expresses concern regarding the cumulative impacts of the Project and all proposed projects in the vicinity. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region." Please also refer to the preceding Response DR1-1 (Draft EIR Page 5-4).

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): George B. Hague (Sierra Club) Phone:

*Address (Required): 26711 Ironwood Ave MV 92555 E-Mail:

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. SC-C-1

Please provide your comments below:

Date: 12-2-10

Comments to DEIR

Comment of 250' buffer to land zoned for housing is not enough because the trucks will use Fir and therefore impact the homes to be built. USC + UCLA studies show that 250' would not be enough. SC-C-2

Your Traffic study needs to show the amount of Truck Traffic that will use Redlands Blvd. SC-C-3

Hwy 60/215 ultimate RETC improvements will allow only two lanes heading west and the traffic analysis needs to show this. Right now we have only one lane that continues West - the other lane forces you off at Central Ave. SC-C-4

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

SIERRA CLUB

Via Public Comment Card

Response SC-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response SC-C-2

The commentor offers information from unknown, unvetted "USC & UCLA studies" however, the commentor does not provide adequate citation to allow meaningful response to the contention that the Project setback of 250 feet [from the ultimate northerly right-of-way for Fir/future Eucalyptus Avenue] "would not be enough."

This 250 foot setback is designed to provide adequate separation between the Project's highest activity areas (the most intense "worst case" sources of DPM emissions) and adjacent residential properties, so that with incorporation of mitigation, diesel emissions impacts are reduced to levels that are less-than-significant.

Moreover, as discussed in the DEIR:

> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties.

> This 250 foot minimum separation shall be increased as required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. In addition to reducing potential air quality and noise impacts, this required setback would tend to diminish visual impacts of the Project as seen from southerly vantages and while increasing the extent of potential viewsheds (DEIR, Page 5-24).

In order to evaluate the potential effects of Project diesel emissions (of noted concern to the commentor) a Health Risk Assessment (HRA) was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the HRA prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant

emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads (such as Fir Avenue noted by the commentor) would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

Response SC-C-3

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Response SC-C-4

In response to the commentor's concerns regarding traffic at the intersection of SR-60 and I-215, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

APPENDICES

Please refer to accompanying CD-ROM

Item No. E.3

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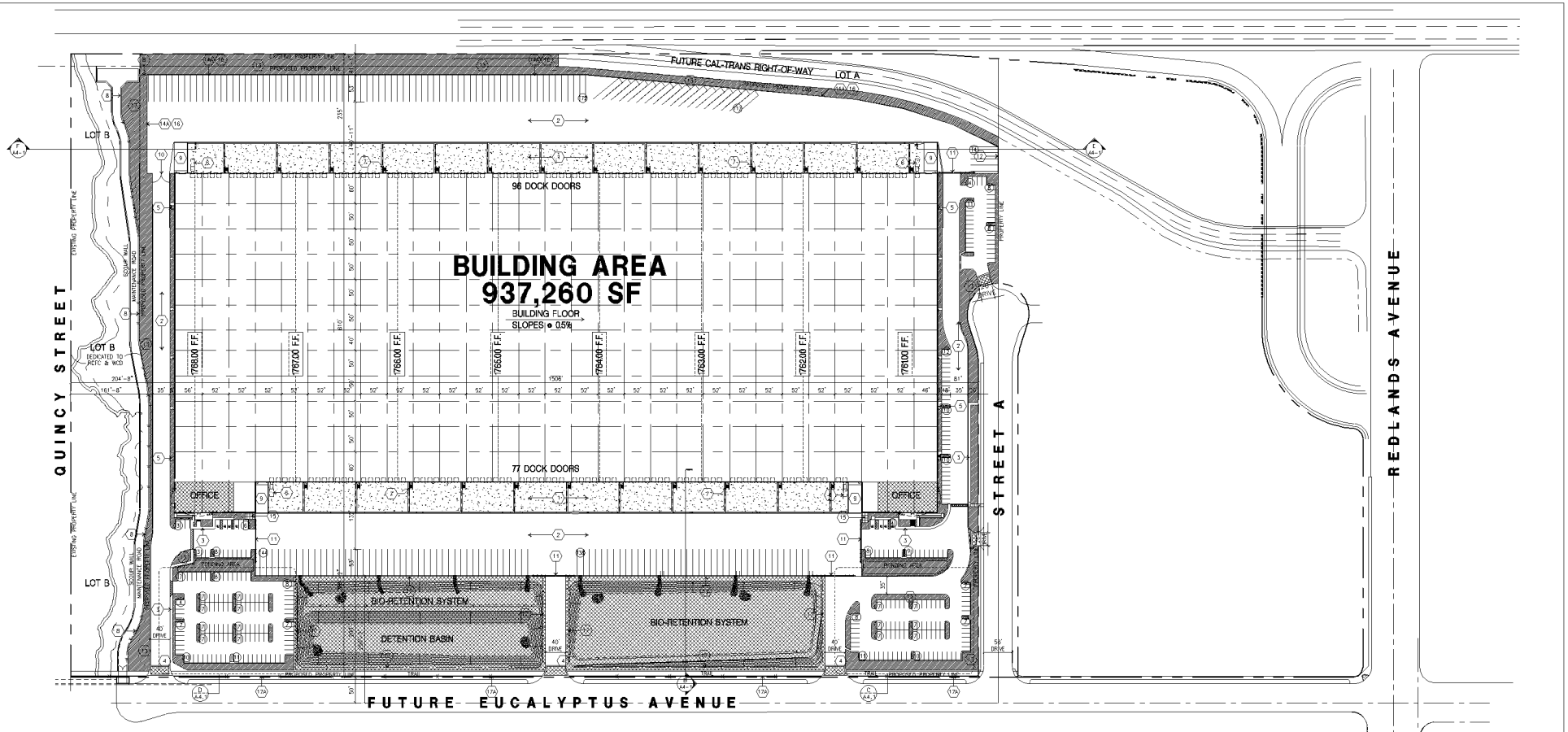

OVERALL SITE PLAN

scale: 1" = 80'-0"

1" = 80'-0"

0 80 160 240

NORTH

TYPICAL STREET SECTIONS

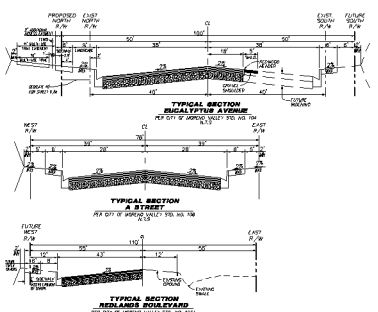

PROJECT TABULATIONS

TABULATION	Bldg 1	Channel	Grand Total
Gross site area (in s.q.ft.)		111,865	2,380,905
Gross site area (in acres)		2.57	54.68
Net site area (in s.q.ft.)	2,269,040		2,251,964
Net site area (in acres)	52.09		51.68
Warehouse area	923,260		
Office area	14,000		
Total building area	937,260		
Coverage (Gross)			
Coverage (Net)	42%		
Landscape required (10%)	226,904		
Landscape provided	305,038		
% of landscape provided	13%		
Parking required			
1st. 20k @1/1,000 s.f.	20		
2nd. 20k @1/2,000 s.f.	10		
above 40k @1/4,000 s.f.	221		
office @1/250	56		
Total parking required	307		
Parking provided			
Standard	307		
Trailers	175		

KEYNOTES - SITE PLAN

1. HEAVY BROOM FINISH CONC. PAVEMENT. SEE "C" & "S" DWGS.
2. ASPHALT CONCRETE (AC) PAVING. SEE "C" DWGS.
3. CONCRETE WALKWAY. SEE "L" DRAWINGS.
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C. NO DECORATIVE PAVING WITHIN RIGHT-OF-WAY. SEE "L" DWGS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAIN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. 7' WIDE X 15' LONG TRASH COMPACTOR W/ 8' WIDE X 22' LONG REFUSE CONTAINER.
7. EXTERIOR CONC. STAIR.
8. 6' H. COATED CHAIN-LINK FENCE OR OTHER AS APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR.
9. CONCRETE RAMP.
10. 8' H. METAL SWING GATE.
11. 8' H. METAL SLIDING GATE.
12. 14' H. CONCRETE SCREENWALL. PAINTED.
13. LANDSCAPE. SEE "L" DWGS. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. 8' H. WROUGHT IRON FENCE.
14A. 14' H. WROUGHT IRON FENCE.
15. COURTYARD PATIO AREA.
16. RETAINING WALL. SEE "C" DWGS.
17. 4' H. THREE RAIL FENCE.
17A. 4' H. THREE RAIL FENCE AS PER COMMUNITY DEVELOPMENT DIRECTOR.

GENERAL NOTES - FLOOR PLAN

A. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.

B. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.

C. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL. FACE OF CONCRETE CURB OR GRID LINE U.N.O.

D. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.

E. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM

F. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.

G. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.

H. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.

I. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.

J. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.

K. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.

L. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

M. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.

N. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.

O. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

P. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

PROJECT INFORMATION

Owner / Applicant

PIERCE RANCHO BELLAGIO, LLC
c/o PIERCE PROPERTY TRUST
301 CONVAL AVE. - STE #8
LONG BEACH, CA 90803
TEL: (562) 856-3619
CONTACT: DENNIS PICE

Architect

HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: INDRI CHANG

Applicant's Representative

INLAND EMPIRE DEVELOPMENT SERVICES, INC.
531 MONROE COURT
BEAUMONT, CA 92223
TEL: (909) 845-1003
CONTACT: GIL SWENT

Civil Engineer

HUITT ZOLLARS
1101 S. MILIKEN - STE.G
ONTARIO, CA 91761
TEL: (909) 390-9400
CONTACT: MAURICE MURAD

Legal Description

ALL OF LOTS 3,4,5,6 BLK. 35 AND A PORTION OF LOTS 2 AND 7 BLK. 35 LYING WITHIN MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY IN THE COUNTY OF RIVERSIDE, STATE OF CALIF. AS PER MAP RECORDED IN BOOK 11, PG. 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Zoning

ZONING: EXISTING - BP
PROPOSED - LI

Assessors Parcel Number

APN 488-330-003
APN 488-330-004
APN 488-330-005
APN 488-330-006
APN 488-330-026

SITE LEGEND

- LANDSCAPED AREA
- WQMP AREA
- AC PAVING - SEE "C" DWGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DWGS. FOR THICKNESS
- STANDARD PARKING STALL (9' X 18')
- HANDICAP PARKING STALL (9' X 18')
- OFFICE AREA
- PROPERTY LINE
- ADA PATH OF TRAVEL
- (#) PARKING STALL COUNT

CIVIL LINETYPES

- DW — PROPOSED DOMESTIC SERVICE
- FW — PROPOSED FIRE SERVICE
- W — PROPOSED WATER LINE
- S — PROPOSED SEWER LINE
- RIGHT OF WAY/SITE BOUNDARY
- EXTND RIGHT OF WAY/SITE BOUNDARY
- P — PROPOSED RIDGE LINE
- SD — PROPOSED STORM DRAIN
- PROPOSED GRATING INLET

UTILITY INFORMATION

TELEPHONE
VERIZON
1980 ORANGE TREE LANE, STE 100
REDLANDS, CA 92374
PHONE: (909) 748-6839
CONTACT: TINA CARSON

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST.
MORENO VALLEY, CA 92552
PHONE: (951) 413-3450
CONTACT: DARCY RAMIREZ

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928 - 3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

GAS
SOUTHERN CALIFORNIA GAS CO.
25500 TRUMBLE ROAD SC 6058
ROMOLAND, CA 92380
PHONE: (951) 335-3502
CONTACT: DAVE MULLIGAN

CABLE - TV
TIME WARNER CABLE
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (909) 975-3380
(909) 390-4777
CONTACT: MARK DAUENHAUER

VICINITY MAP

N.T.S.

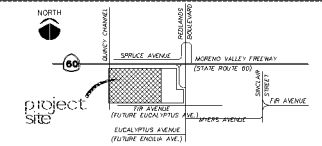

WestRidge

Commerce Center

MORENO VALLEY, CALIFORNIA

HPA# 6342

NOVEMBER 5, 2010

PLOT PLAN
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

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PIERCE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

ATTACHMENT 11

MV00113507

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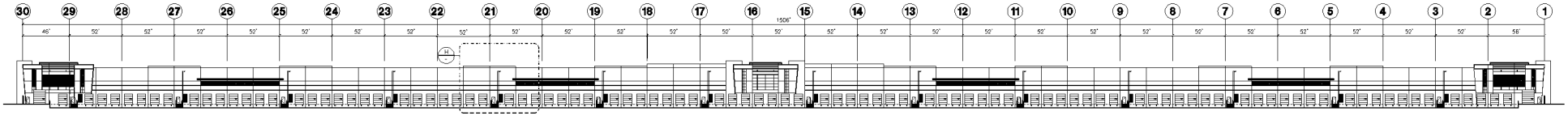

NORTH ELEVATION (A)
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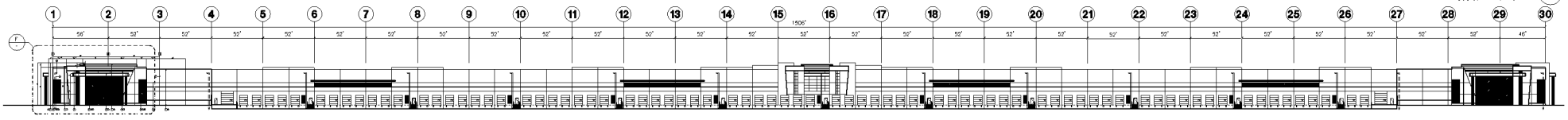

SOUTH ELEVATION (B)
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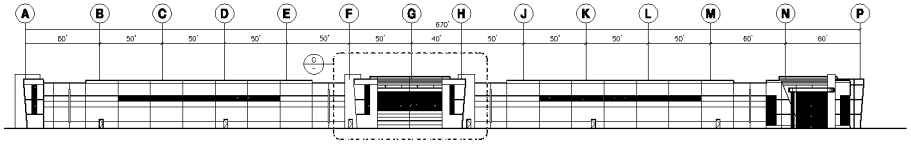

WEST ELEVATION (D)
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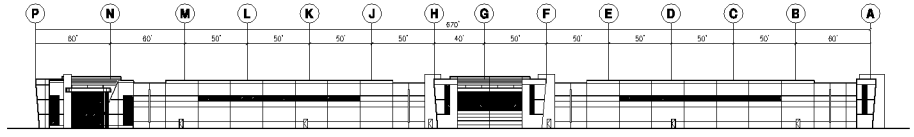

EAST ELEVATION (C)
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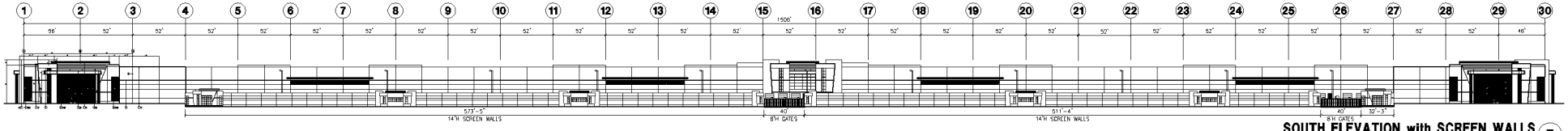

SOUTH ELEVATION with SCREEN WALLS (E)
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SCALE: 1"=40'
0 40' 80' 120'

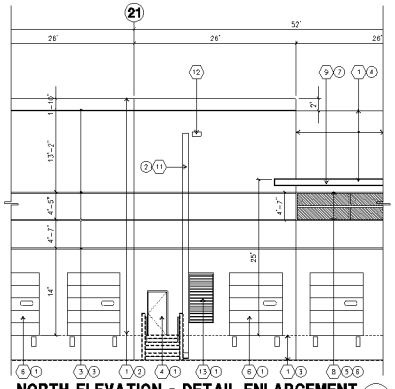

NORTH ELEVATION - DETAIL ENLARGEMENT (H)
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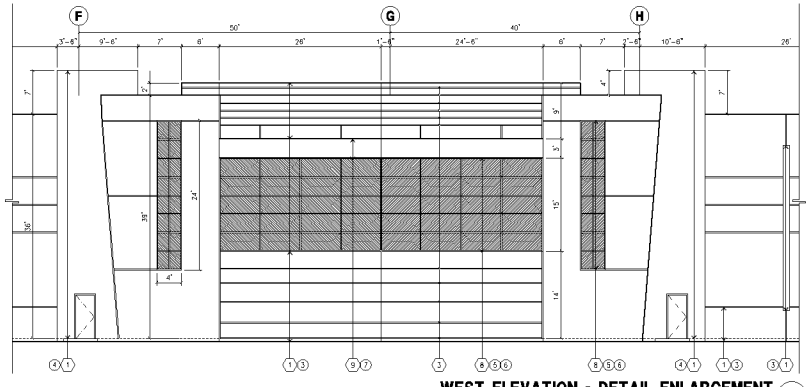

WEST ELEVATION - DETAIL ENLARGEMENT (G)
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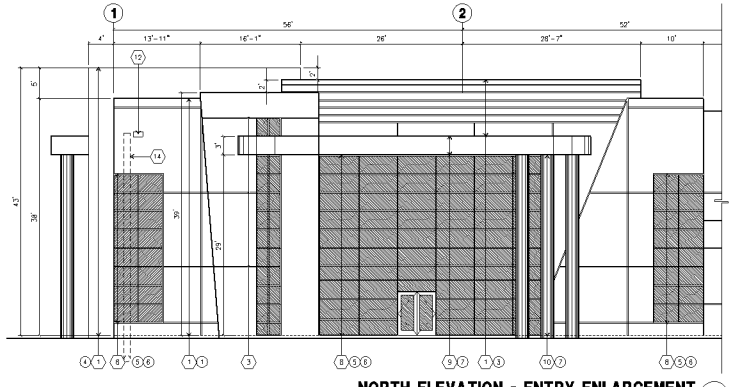

NORTH ELEVATION - ENTRY ENLARGEMENT (F)
scale: 1/8"=1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'

KEYNOTES - ELEVATION

1. CONCRETE TILT-UP PANEL(PAINTED).
2. PANEL JOINT.
3. PANEL REVEAL.
4. HOLLOW METAL DOORS.
5. OVERHEAD DOOR @ DRIVE THRU.
6. OVERHEAD DOOR @ DOCK HIGH.
7. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL.
8. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
9. DECORATIVE CANOPY.
10. DECORATIVE COLUMN SUPPORT FOR CANOPY.
11. EXTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER. PAINT TO MATCH BUILDING COLOR.
12. 9" X 18" OPENING METAL SCUPPER @ 2" ABOVE FINISHED ROOF.
13. 4'W. X 8'H METAL LOUVER PAINT TO MATCH BUILDING COLOR.
14. INTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.

B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.

C. T.O.P.= TOP OF PARAPET ELEVATION.
F.F.= FINISH FLOOR ELEVATION.

D. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 105 MPH, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.

E. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.

F BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.

G FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.

H. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.

J. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHEDULES - ELEVATIONS

1	CONCRETE PANEL	PAINT BRAND	FRAZEE 001 WHITE
2	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3171W SILVER LINING
3	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3173W EXCALIBUR
4	CONCRETE PANEL	PAINT BRAND	FRAZEE CL2566A DEUCE
5	MULLIONS	ALUMINUM	CLEAR ANODIZED
6	GLAZING	COLOR	BLUE REFLECTIVE
7	CANOPY	PAINT BRAND	FRAZEE PRECISION COATINGS INC. SILVER MIST METALLIC FLAT

GLAZING LEGEND

- SPANDREL GLASS
- VISION GLASS
- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS

ELEVATIONS
CASE NUMBER: PA06-0097/0098
MARCH 24, 2009

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

RIDGE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

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ATTACHMENT 12

MV00113509

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MV00113510

HPA

18831 Bardeen Ave. - Suite #100
Irvine, CA 92612
(949)863-1770
www. hparchs.com

WestRidge Commerce Center

Moreno Valley, California

RIDGE PROPERTY TRUST

August 9, 2010/Job#8418

ATTACHMENT 13

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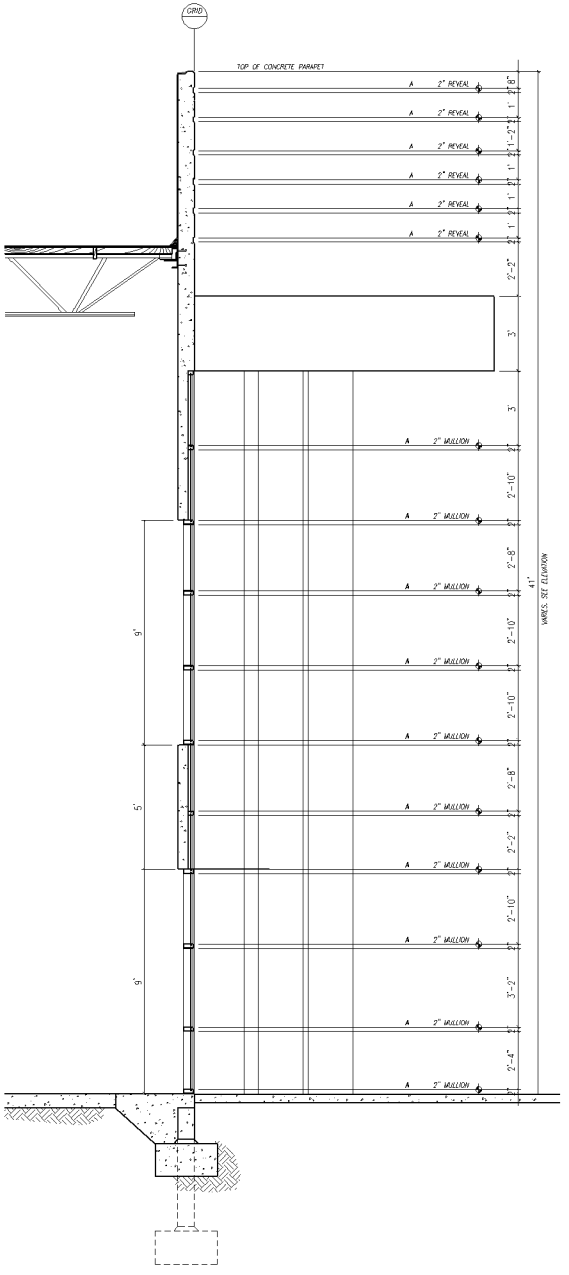

BUILDING SECTION @ OFFICE AREA (A)
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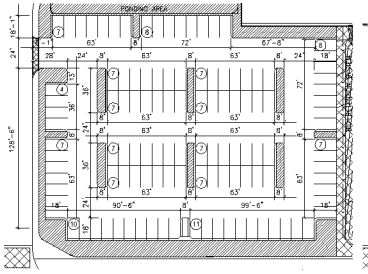

ENLARGED SITE PLAN @ SOUTHWEST (D)
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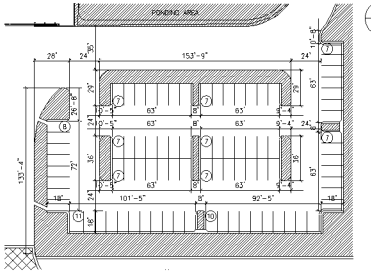

ENLARGED SITE PLAN @ SOUTHEAST (C)
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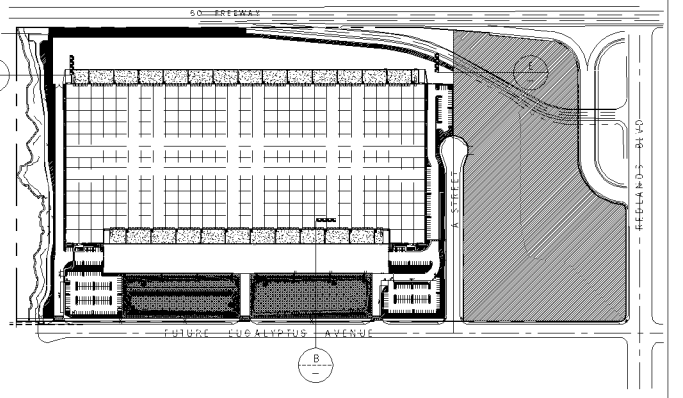

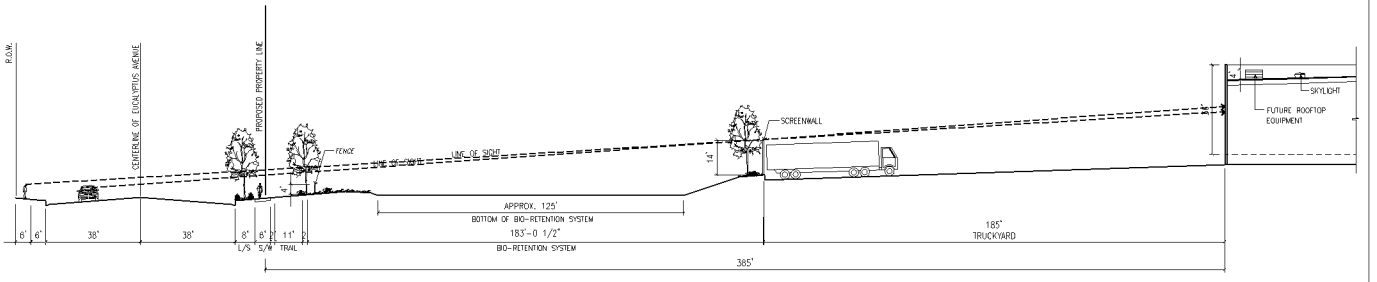

LINE OF SIGHT (B)
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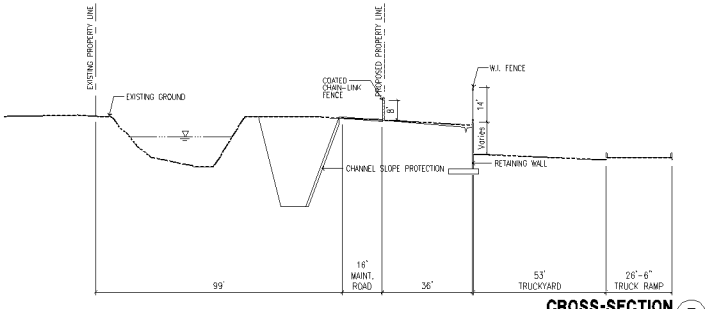

CROSS-SECTION (F)
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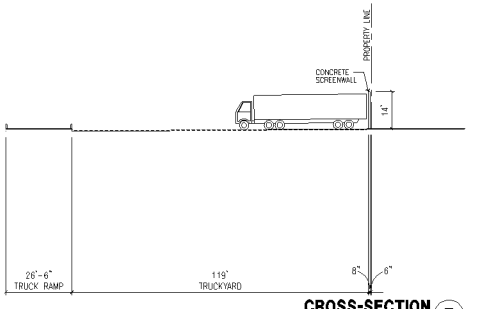

CROSS-SECTION (E)
scale: 1" = 20'-0"

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

SITE ANALYSIS
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

NOVEMBER 5, 2010

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ATTACHMENT 14

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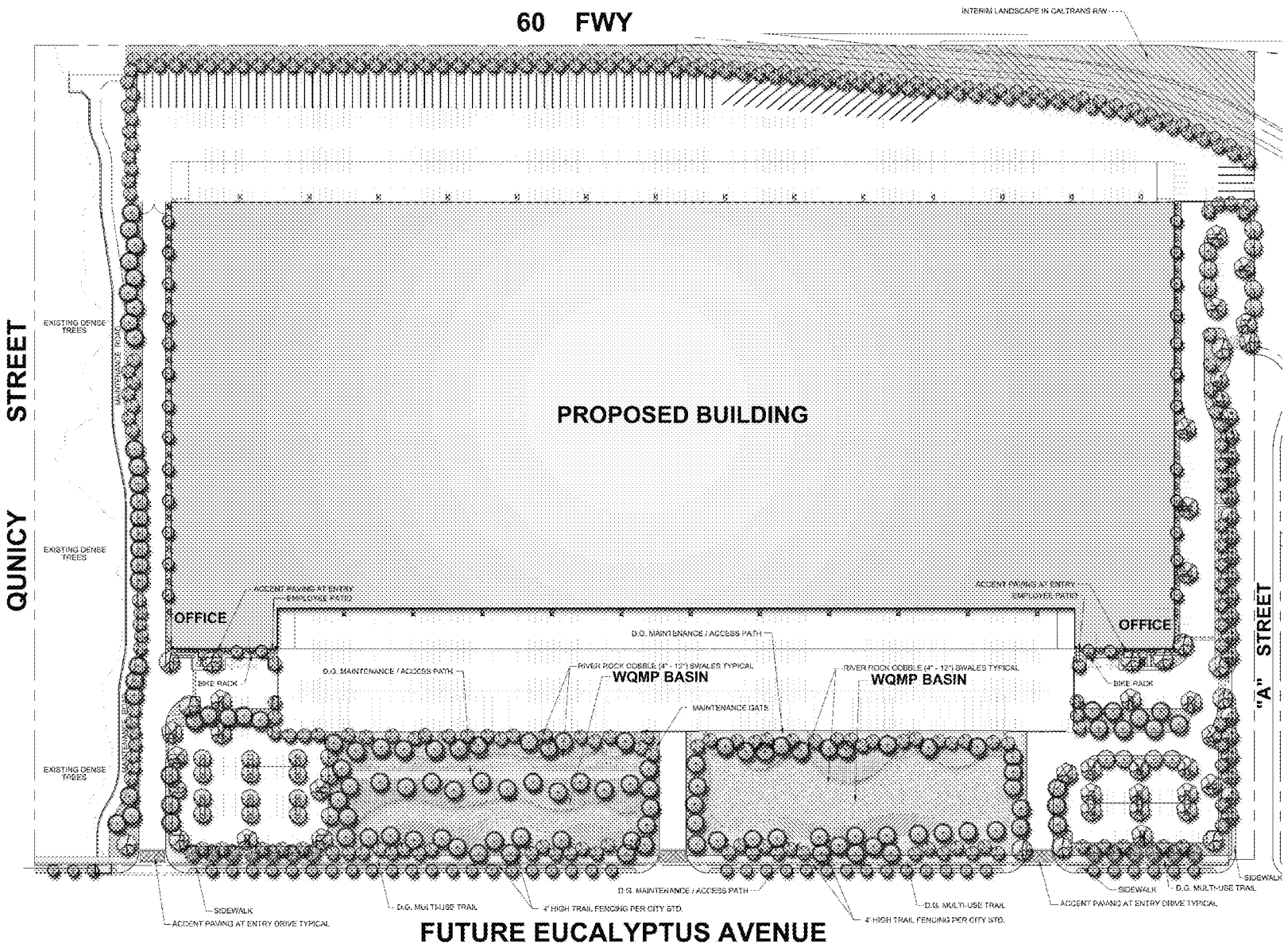

PLANT PALETTE

TREES

SYMBOL	TREE	SIZE	QUANTITY
	Quercus suber (Cork Oak)	15 GAL 24" BOX	30 51
	Eucalyptus sideroxylon (Red Ironbark)	24" BOX	79
	Tilia cordata (Crimean Linden) Multi Trunk	48" BOX	16
	Ulmus americana (Liberty and Pink) OR Pistacia atlantica (Atlantic Pist)	15 GAL 24" BOX	150 104
	Platanus acerifolia 'Bloodgood' (London Plane Sycamore) (Specimen Single Trunk)	24" BOX	13
	Platanus racemosa (California Sycamore)	15 GAL	152
	Pistacia chinensis (Chinese Pistache) (Specimen Single Trunk)	24" BOX	21
	Quercus virginiana (Southern Live Oak)	24" BOX	24
	Rhus lancea (African Sumac)	15 GAL	27

ROOT BARRIER NOTE

ALL TREES WITHIN 5' OF HARDSCAPE SHALL BE 18" X 4' SHALLOW ROOT BARRIER 24" HIGH

SHRUBS

PLANT NAME	SIZE	SPACING
Abelia grandiflora 'full Scarlet' (ACR)	5 gallon	30" o.c. spacing
Acacia cf. (Sunset Trails Acacia)	5 gallon	8' o.c. spacing
Adenanthos sericeus (Coastal Wool)	5 gallon	12" o.c. to 24" o.c. spacing
Agave americana (Century Plant)	15 & 5 gallon	8' o.c. spacing
Agave attenuata (Fence Agave)	5 gallon	4' o.c. spacing
Aloe Species	5 gallon	3' o.c. spacing
Anigozanthos flavidus (Kangaroo Paw)	5 gallon	3' o.c. spacing
Arbutus unedo (Strawberry Tree)	5 gallon	5' o.c. spacing
Calocephalus (Silver Bush)	5 gallon	3' o.c. spacing
Carpenteria californica (Bush Anemone)	5 gallon	3' o.c. spacing
Cercis occidentalis (Western Redbud)	5 gallon	4' o.c. spacing
Cistus Species (Rock rose)	5 gallon	4' o.c. spacing
Ceanothus Species (Ceanothus)	5 gallon	3' o.c. spacing
Dietes vieriea (Fortnight Lily)	5 gallon	3' o.c. spacing
Dodonaea viscosa 'purpurea' (Purple Hop Bush)	5 gallon	3' o.c. spacing
Elaeagnus pungens (Silverberry)	5 gallon	4' o.c. spacing
Fragaria chiloensis (Strawberry Runner)	1 gallon	3' o.c. spacing
Galvezia speciosa (Island Snapdragon)	5 gallon	3' o.c. spacing
Heteromeles arbutifolia (Red Berry)	5 & 15 gallon	5' o.c. minimum
Juniperus species (various)	1 and 5 gallon	varies
Leucadendron (Leucadendron)	1 and 5 gallon	24" o.c. to 36" o.c. spacing
Leucophyllum frutescens 'Rio Grande'	5 gallon	4' o.c. spacing
Leucophyllum frutescens 'Green Cloud' (Texas Ranger)	5 gallon	4' o.c. spacing
Ligustrum lucidum (Wax Leaf Privet)	5 gallon	30" o.c. spacing
Macadamia integrifolia and tetraphylla (Macadamia Nut)	5 gallon	24" o.c. spacing
Mahonia aquifolium (ACR)	5 gallon	24" o.c. spacing
Muhlenbergia capillaris (Pink Muhly Grass)	5 gallon	24" o.c. spacing
Myrtus communis 'Compacta' (Tree Myrtle)	5 gallon	24" o.c. spacing
Nandina domestica (Flavora® cultivar)	5 gallon	24" OR 2' o.c. spacing
Pittosporum tobira 'Wheeler's Dwarf' (Dwarf Tobira)	5 gallon	4' o.c. spacing
Polygala myrtifolia	5 gallon	4' o.c. spacing
Prunus ilicifolia (Holly Leaf Cherry)	5 gallon	4' o.c. spacing
Rhamnus californica 'Mound' (Coffeeberry)	5 gallon	4' o.c. spacing
Rhamnus ceanothus (Coffeeberry)	5 gallon	4' o.c. spacing
Rosa pisocarpa (Cluster Rose)	5 gallon	varies
Rosmarinus officinalis (Rosemary)	1 & 5 gallon	30" OR 4' o.c. spacing
Salvia clevelandii (Cleveland Sage)	5 gallon	5' o.c. spacing
Verbena lilacina 'Purpurea' (Lilac Verbena)	5 gallon	4' o.c. spacing
Xylosma congestum (Shiny Xylosma)	5 gallon	4' o.c. spacing

GROUNDCOVERS

PLANT NAME	SIZE	SPACING
Acacia redolens (ACR)	1 and 5 gallon	48" o.c. spacing max
Baccharis pilularis (Coyote Brush)	1 gallon	48" o.c. spacing max
Carex divulsa (Berkeley)	1 gallon	42" o.c. spacing max
Delosperma cooperi (Trailing Ice Plant)	1 gallon	24" o.c. spacing max
Hedera helix (Ivy)	1 gallon	24" o.c. spacing
Juniperus species (various)	1 gallon	30" o.c. spacing
Lonicera japonica 'Halliana' (Hall's Honeysuckle)	1 gallon / 1 gallon	18" o.c. spacing
Muehlenbergia rigens (Deer Grass)	1 gallon	24" o.c. OR 36" o.c. spacing
Myoporum parvifolium (Prostrate)	1 gallon	48" o.c. spacing
Rosmarinus officinalis prostratus (Rosemary)	1 gallon	30" o.c. spacing
Vinca major var. variegata (Vinca Major)	From and 1 gallon	18" o.c. spacing

INTERIM LANDSCAPE WITHIN CALTRANS R/W - PLANT 1 GAL., ACHIEVE BEGOLENE TO 2' O.C. WITH 3" INNER LAYER OF DECOMPOSED GRANITE. THAT IS TO BE IRRIGATED WITH DRIP IRRIGATION.

SIDEWALK VINE - INVISIBLE NON-SPARSE PURGE SEEDING MIX

0.25 LBS.	ACHNATHERUM LEMMONII
0.50 LBS.	NASSELLA CORNUA
0.25 LBS.	MUHLENBERGIA RIGENS
0.50 LBS.	NASSELLA PULCHRA
1.00 LBS.	ELYMUS MASSENSIS CA
0.50 LBS.	ELYMUS CONSTRICTUS
0.25 LBS.	MUHLENBERGIA SAMOENSIS

VINES FOR SCREENWALLS

SYMBOL	PLANT NAME	SIZE	SPACING
	Ficus pumila (Creeping fig)	1 gallon	12" o.c. spacing
	Bougainvillea (varieties) (Bougainvillea)	1 gallon	12" o.c. spacing

VINES FOR W.I. FENCING AROUND BASIN

SYMBOL	PLANT NAME	SIZE	SPACING
	Dendrocalamus latiflorus (Giant Timber Bamboo)	5 gallon	6' o.c. spacing

NOTE: VINES ARE REQUIRED ON ALL SCREENWALLS & W.I. FENCING AROUND BASIN

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF COVER MULCH AVAILABLE FROM MARTIN MULCHES (951) 970-0266

West Ridge Commerce Center

Moreno Valley, CA

Ridge Property Trust

Environsul

PRELIMINARY LANDSCAPE PLAN

NORTH

SCALE: 1" = 60' - 0"

SHEET L-1

DATE: 6-9-10

ATTACHMENT 15

MV00113515

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MV00113516

TENTATIVE PARCEL MAP NO. 36207

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 3, 4, 5, 6 & 7 INCLUSIVE, BLOCK 35, OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 71, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE.

HUITT-ZOLLARS

NOVEMBER, 2010

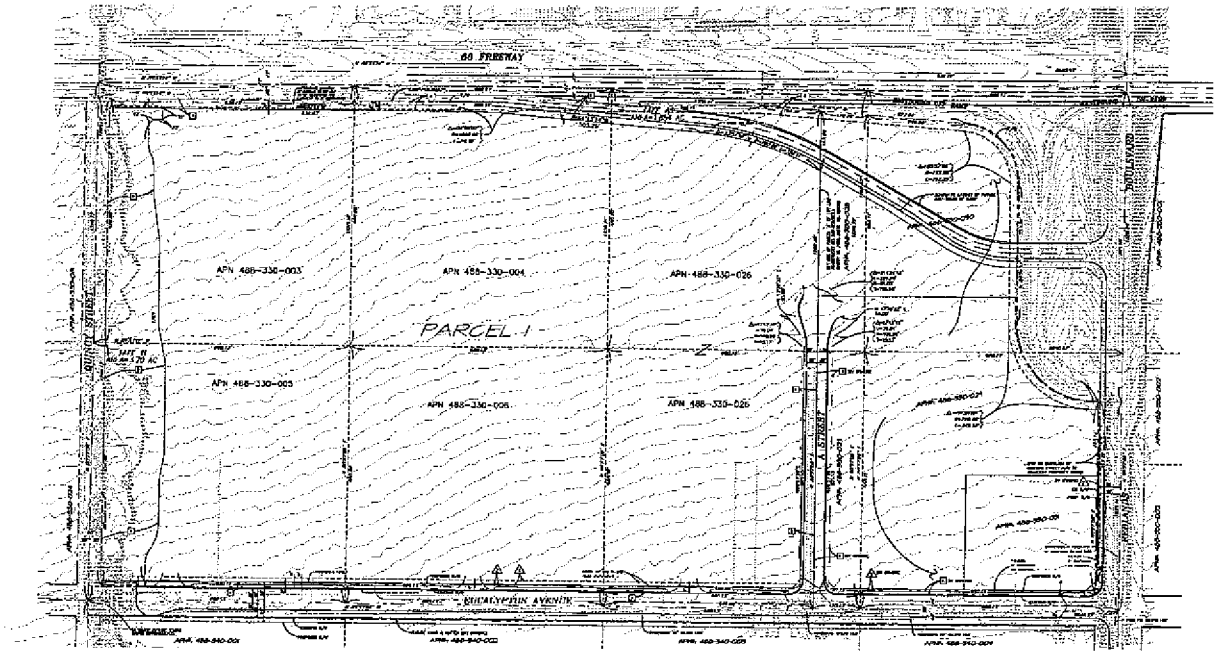

GENERAL NOTES

1. EXISTING LAND USE: VACANT
2. ADJACENT LAND USE: INDUSTRIAL, AND IS FAIRLY TO THE EAST; AGRICULTURE TO THE SOUTH, WITHIN THE MORENO VALLEY CITYLIMITS, TO THE EAST
3. AVERAGE LOT SIZE: 1 ACRE
4. EXISTING ZONING: IP1 PROPOSED ZONING: IP1
5. FLOOD ZONE: X PANEL NO. 06065C0766G EFF. DATE: AUGUST 28, 2008
6. PROPOSED LAND USE: LIGHT INDUSTRIAL / WAREHOUSE DISTRIBUTION
7. PROPOSED WATER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
8. PROPOSED SEWER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
9. ALL UTILITIES SHALL BE UNDERGROUND:
   GAS: SOUTHERN CALIFORNIA GAS COMPANY
   ELECTRIC: CITY OF MORENO VALLEY ELECTRIC UTILITY
   TELEPHONE: VERIZON TELEPHONE COMPANY
10. ALL SLOPES SHALL BE CONSTRUCTED AT A MAXIMUM RATIO OF 2:1 UNLESS OTHERWISE PERMITTED
11. ALL STREETS WILL BE CONSTRUCTED PER CITY OF MORENO VALLEY STANDARDS
12. AERIAL TOPOGRAPHY PROVIDED BY: DIGITAL MAPPING INC.
13. ANY PUBLIC EASEMENT TO BE ABANDONED SHALL BE DONE ON THE PARCEL MAP.
14. AREA=20.444 AC±

PREPARED FOR OWNER/DEVELOPER
RIDGE RANCHO BELARDO, LLC
[illegible]
LONG BEACH, CA 90803
PH: (562) [illegible]
FAX: (562) [illegible]
CONTACT: ROBERT BRIZ

PREPARED IN THE OFFICE OF
HUITT-ZOLLARS, INC.
[illegible]
ONTARIO, CALIFORNIA 91761
PHONE: (909) 941-7700

UTILITY PROVIDERS
WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

GAS
SOUTHERN CALIFORNIA GAS COMPANY
9520 TRADING NO. 3C 8000
[illegible]
(800) 427-2200

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

TELEPHONE
VERIZON
9505 ORANGE WAY, LAND, 100
FOLSOM, CA 95630

ELECTRIC
MORENO VALLEY UTILITIES
14075 PERRIS ST.
MORENO VALLEY, CA 92552
(951) 413-3500

CABLE - TV
MEDIACOM COMMUNICATIONS
[illegible]
[illegible]

SURVEYOR
[illegible]

LAND USE
AC ± [illegible] GROSS ACRES

EARTHWORK
CUT [illegible] CY
FILL [illegible] CY
IMPORT [illegible] CY
EXPORT [illegible] CY

LEGEND / ABBREVIATIONS

	PROPOSED SEWER LINE
	PROPOSED FIRE WATER LINE
	PROPOSED DOMESTIC WATER LINE
	PROPOSED SEWER LINE
	PROPOSED STORM DRAIN
	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	EXISTING STORM DRAIN
	STORM DRAIN INLET
	CATCH BASIN
	BASIS OF BEARINGS BOUNDARY
	EXISTING RIGHT OF WAY/SITE BOUNDARY
	EXISTING SIDE LINE
	LOT LINE
	FIRE HYDRANT

LEGAL DESCRIPTIONS

THE DESCRIPTIONS SHOWN BELOW HAVE BEEN EXTRACTED FROM A PRELIMINARY TITLE REPORT PREPARED BY [illegible] THE COMPANY DATED [illegible] AND [illegible]. [illegible] THE LEGAL DESCRIPTIONS SHOWN BELOW ARE THE EXACT WORDS AS SHOWN IN THE REPORT.

PARCEL 1:

LOT 2, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NOTWITHSTANDING THAT PATENT GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1265, PAGE 506 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS, LYING SOUTHERLY AND WESTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, IN THE BOUNDARY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS.

EXCEPT NOTWITHSTANDING THAT PATENT GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1265, PAGE 506 OF OFFICIAL RECORDS.

PARCEL 3:

LOT 4, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS, LYING SOUTHERLY AND WESTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, IN THE BOUNDARY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS.

EXCEPT NOTWITHSTANDING THAT PATENT GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1265, PAGE 506 OF OFFICIAL RECORDS.

PARCEL 4:

LOT 5, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS, LYING SOUTHERLY AND WESTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5, IN THE BOUNDARY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS.

EXCEPT NOTWITHSTANDING THAT PATENT GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1265, PAGE 506 OF OFFICIAL RECORDS.

PARCEL 5:

A PORTION OF LOTS 6 AND 7 BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS, LYING SOUTHERLY AND WESTERLY OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, IN THE BOUNDARY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION DESCRIBED IN DEED RECORDED JUNE 8, 1966, IN BOOK 1266, PAGE 506 OF OFFICIAL RECORDS.

EXCEPT NOTWITHSTANDING THAT PATENT GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1265, PAGE 506 OF OFFICIAL RECORDS.

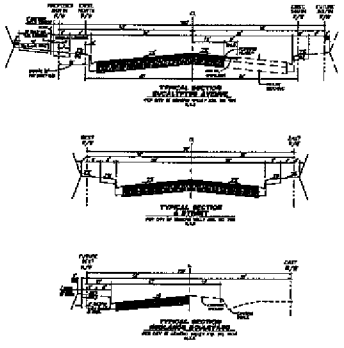

EASEMENT NOTES

(A) EASEMENT(S) FOR THE PURPOSES SHOWN BELOW AND RIGHT INCIDENTAL THERETO AS GRANTED IN A DOCUMENT:
GRANTED TO: EASTERN MUNICIPAL WATER DISTRICT
PURPOSE: PUBLIC PIPELINES AND PURPOSES
RECORDED: DECEMBER 18, 1963, AS INSTRUMENT NO. 139944, BOOK 1263, PAGE 1007, OF OFFICIAL RECORDS

PROPOSED EASEMENT

(1) 10' EASEMENT FOR WALK-ON USE, TO BE DEDICATED TO THE CITY OF MORENO VALLEY
(2) 5' EASEMENT FOR THE PURPOSE OF DISTRIBUTION AND MAINTENANCE OF THE GAS TO THE CITY OF MORENO VALLEY

PROPOSED DEDICATION

(A) [illegible] 30' EASEMENT, STREET RIGHT-OF-WAY TO THE CITY OF MORENO VALLEY
(B) [illegible] 30' STREET RIGHT-OF-WAY TO THE CITY OF MORENO VALLEY
(C) [illegible] AT A MINIMUM TO BE DEDICATED TO THE CITY OF MORENO VALLEY FOR FUTURE CALTRANS R/W
(D) [illegible] TO BE DEDICATED AS PER A FUTURE CHANGE R/W (SEE ENGINEER DOCUMENTS)

LINE DATA:		
LINE	BEARING	DISTANCE
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]
L8	[illegible]	[illegible]
L9	[illegible]	[illegible]
L10	[illegible]	[illegible]

PARCEL SUMMARY TABLE	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1" = 100'

CITY CASE NO. PA09-0022

HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
[illegible] STREET, SUITE [illegible] / ONTARIO, CALIFORNIA [illegible] / (909) [illegible]

DESIGNED BY: R.G.S.
DRAWN BY: [illegible]
CHECKED BY: R.G.S.
SCALE: 1" = 100'
SHEET 1 OF 1 SHEETS
JOB NO. [illegible]

ATTACHMENT 16

Item No. E.3

MV00113517

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MV00113518

West Ridge Commece Center Project

Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

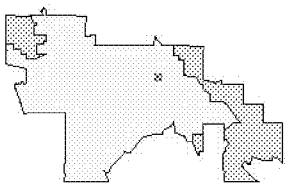

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 17

N

0 300 600 1200ft

MORENO VALLEY
WHERE DREAMS SOAR

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MV00113520

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. <u>This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.</u>

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP / LI[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.
*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

~~9~~10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-Mailed: December 10, 2010
jeffreyb@moval.org

December 10, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

Review of the Draft Environmental Impact Report (Draft EIR) for the Proposed West Ridge Commerce Center Project

The South Coast Air Quality Management District (AQMD) appreciates the opportunity to comment on the above-mentioned document, including with an extended review period. The following comments are meant as guidance for the lead agency and should be incorporated into the final Environmental Impact Report (final EIR) as appropriate.

Based on a review of the draft EIR the AQMD staff is concerned about the significant regional and localized air quality impacts from the proposed project. In addition, AQMD staff is concerned that the health risks are underestimated in the draft EIR due to calculation errors and the use of low trip generation rates. Given the project's close proximity to sensitive land uses and the significant air quality impacts demonstrated in the air quality analysis, the AQMD staff strongly recommends that the lead agency provide additional mitigation measures to minimize the air quality impacts from the proposed project. AQMD-1

AQMD staff is available to work with the lead agency to address these air quality issues and any other questions that may arise. Please contact Dan Garcia, Air Quality Specialist CEQA Section, at (909) 396-3304, if you have any questions regarding the enclosed comments.

ATTACHMENT 19

Sincerely,

Ian MacMillan
Program Supervisor, CEQA Inter-Governmental Review
Planning, Rule Development & Area Sources

Attachment

IM:DG

SBC101021-01
Control Number

1. Health Risk Assessment Emission Calculations

The Health Risk Assessment (HRA) prepared in the Draft EIR relies on emission rates calculated for each roadway segment serving the project. These emission rates are based on heavy duty diesel truck emission factors derived from EMFAC software and are input into the dispersion model after adjusting for the number of trucks using each roadway link. However, the emission calculations provided in the Draft EIR use a unitary truck traffic rate of one vehicle per hour for each roadway link serving the project site. This unitary trip rate does not appear to be adjusted upward prior to deriving the health risk values. As several hundred heavy duty diesel trucks will use each roadway link, the health risk values appear to be substantially underestimated, perhaps by more than one order of magnitude. AQMD-2

In addition, the emission rate calculated for the idling area sources onsite appear to be miscalculated. For example, the idling mitigated emission rate of 6.459 E-6 grams per second does not include the total number of trucks idling per day, it does not include the emissions from onsite truck travel, and it includes one too many conversions of seconds to hours. If the calculation is corrected, the idling emission rate should be approximately 30 times higher at 1.952 E-4 grams per second (assuming half of the trucks use each area source). AQMD staff strongly recommends that the lead agency revisit the emissions calculations and rerun the dispersion model to derive more accurate health risk estimates. If health risks are found to be significant after revising the analysis, mitigation measures should be pursued that would reduce any health risk to a less than significant level (see comment #3 below). AQMD-3

2. Warehouse Trip Rates

As stated on page 51 of the Traffic Impact Analysis prepared for the Draft EIR, the trip generation rates are "hybrid rates" based on two recent traffic studies of high-cube warehouses conducted in the Inland Empire region. The final rate used in the Draft EIR is 1.69 trips per thousand square feet of warehouse space. AQMD staff has recently researched the referenced trip generation studies and others and has concluded that the average trip rates presented in these studies may be underestimated due to the inclusion of potentially vacant warehouses, warehouses served by rail, and the use of average trip rates. In order to provide a reasonable worst case analysis of potential air quality impacts, AQMD staff calculated and recommends that lead agencies utilize a 95th percentile trip generation rate of 2.59 trips per thousand square feet for individual warehouse projects that are not directly serviced by rail lines. The fleet mix described in the Fontana Truck Trip Generation Study is appropriate to determine the proportion of heavy duty vehicles servicing the project. AQMD-4

3. Regional and Localized Operational Air Quality Impacts

Given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM10 and PM 2.5 emissions the AQMD staff strongly recommends adding AQMD-5

the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible:

- Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks,[1]
- If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded,
- Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/distribution center,
- Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors,
- Develop, adopt and enforce truck routes both in an out of city and in and out of facilities,
- Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,
- Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride,
- Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes,
- Require or provide incentives for particulate traps that meet CARB certified level 3 requirements,
- Electrify all service equipment at the facility, and
- Improve traffic flow by signal synchronization.

AQMD-5 cont'd.

4. Regional and Localized Construction Air Quality Impacts

Given that the lead agency's construction air quality analysis demonstrates significant air quality impacts from VOC, NOx, PM10 and PM2.5 emissions the AQMD staff recommends that the lead agency provide additional mitigation pursuant to CEQA Guidelines §15370. Specifically, AQMD staff recommends that the lead agency minimize or eliminate significant adverse air quality impacts by adding the mitigation measures provided below.

- Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow,
- Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation,
- Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site,

[1] An example clean truck program for a similar project approved by another lead agency can be found here (beginning on page 183 of 254):
http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf

- Reroute construction trucks away from congested streets or sensitive receptor areas, and
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).

Further, AQMD staff recommends that the lead agency revise Mitigation Measure 4.3.5 as follows:

- All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards according to the following:

  ✓ *April 1, 2010, to December 31, 2011:* All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 2 offroad emissions standards. In addition, all construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. AQMD-5 cont'd.

  ✓ *January 1, 2012, to December 31, 2014*: All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 3 offroad emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  ✓ *Post-January 1, 2015*: All offroad diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

  Also, the lead agency should consider encouraging construction contractors to apply for SCAQMD "SOON funds. Incentives could be provided for those construction contractors who apply for SCAQMD "SOON" funds. The "SOON" program accelerates clean up of off-road diesel vehicles, such as heavy duty construction AQMD-6

equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm

AQMD-6 cont'd.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Letter Dated December 10, 2010

Response AQMD-1

The commentor provides introductory agency remarks, and expresses concern about significant Project-related localized and regional air quality impacts, and potential (DPM-source) health risks. The commentor alleges errors in the EIR's air quality modeling, which are further detailed in the District's specific comments on the following pages. Responses to specific issues are addressed below at Responses AQMD-2 to AQMD-7. AQMD suggests that additional mitigation be incorporated in the EIR as means of reducing significant air quality impacts.

The comments provided by AQMD were submitted after the close of comments period, and while the Lead Agency may elect to respond to late comments, no response is required, pursuant to Pub. Resources Code Section 21091, subd. (d)(2)(A); *CEQA Guidelines* § 15088, subd. (a). Notwithstanding, in order to provide clarification of baseline issues and assumptions; and in consideration of disclosure and ultimate mitigation of potentially significant impacts, responses to AQMD's comments are provided herein. Feasible mitigation offered by AQMD has been incorporated.

Response AQMD-2

This comment appears to incorrectly interpret the Project's Health Risk Assessment (HRA) data and modeling (DEIR Appendix C, Project HRA), with resulting erroneous conclusions. The Unitary truck traffic rate cited by the commentor was used only in deriving the model input value in grams per second per truck (per day). As reflected in the ISCST3 model output summary sheets, the ISCST3's Model Scalar Option was enabled and hourly truck rates were adjusted upward accordingly (DEIR Appendix C, Project HRA, Attachment A). Additionally, the "Hourly Trucks.xls" file that was previously provided to AQMD by Urban Crossroads, preparer of the Project's Air

Quality Analysis, provides a breakdown of the hourly trucks as they are input in the model's scalar option. The EIR conclusions and results are not affected.

Response AQMD-3

This comment appears to incorrectly interpret the Project emission rate calculations and modeling, with resulting erroneous conclusions. As noted in the preceding Response AQMD-2, the ISCST3's Model Scalar Option was enabled, and hourly truck values were entered accordingly. The emissions from on-site truck travel are included as multiple volume sources in the model and therefore do not need to be included in the area source algorithm.

Additionally, the "Model Emission Rate" provided as 6.459E-06 is representative of grams per second per truck (per day), and is input into the model as a unitized rate. The unitized rate is then adjusted upward based on the model's scalar option. Based on a thorough review, as detailed here, this calculation does not need to be corrected. The vehicle idling time is presented in seconds and the idling rate from EMFAC is in grams per hour. Therefore, the first conversion is to identify the grams per hour a given truck would emit during idle events. This is achieved by first converting the idling time from seconds to hours. In this case, for mitigated emissions, 180 seconds is divided by 3,600 seconds (60 minutes per hour x 60 seconds per minute). The next step is to multiply the resulting value by the EMFAC grams per hour rate, which provides an emission factor in grams per hour for a given truck per day. In order to input this value into the model as a unitized rate, this value is then converted from grams per hour for a given truck per day to grams per second for a given truck per day. This is achieved by taking the grams per hour rate and dividing by 3,600 seconds per hour, which yields the resulting 6.459E-06 grams per second rate that is modeled. Please refer also the DEIR Appendix C, Project HRA, Attachment A-ISCST3 Summary Output, Attachment B-Emissions Rate and Risk Calculations. The EIR conclusions and results are not affected.

Response AQMD-4

AQMD offers alternative trip generation rates for use in the Draft EIR. AQMD cites its own research and conclusions.

Notwithstanding AQMD suggested trip generation rates, trip generation rates and vehicle mix employed in the Draft EIR are supported by definitive studies of high-cube warehouse trip generation characteristics (*City of Fontana Truck Trip Generation Study*, and *San Bernardino/Riverside County Warehouse/Distribution Center Vehicle Trip Generation Study).* Both of these studies are available through Lead Agency (a copy of each is available at the Planning Department). The trip generation rates and ranges from these studies were used to define the trip rate employed in the DEIR. This same rate is employed in analyses for similar projects in the City, and is considered by the Lead Agency to be appropriate and accurate. Relevant discussion from the Draft EIR is excerpted below:

> Trip generation characteristics of the Project were derived from studies which reflect the trip generation rates of warehouse facilities storing and transporting international goods imported into the country from the Ports of Los Angeles and Long Beach. These include the *City of Fontana Truck Trip Generation Study* commissioned in 2003 (Fontana Study), and the updated 2007 *National Association of Industrial and Office Properties (NAIOP) Trip Generation Study*. The NAIOP Study included data collected from 13locations within Riverside County, and provides trip generation rates that are use-specific to warehouse distribution projects such as that proposed by the Project. The recent date and geographic orientation of the Study contribute further to its utility and applicability in estimating the likely trip generation characteristics of the Westridge Commerce Center Project. Using data from the NAIOP Study, the City's Transportation Department approved the use of "hybrid" trip generation rates for the Project's trip generation forecast . . . (Draft EIR Page 4.2-17).

The trip generation rates provided by AQMD are noted; however, no revisions to the trip generation rates employed in the Draft EIR are proposed, nor are any required.

Response AQMD-5

AQMD states, "given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM_{10} and $PM_{2.5}$ emissions the AQMD staff strongly recommends adding the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible . . ."

Each of the measures suggested by AQMD are addressed in the following table, and have either been incorporated, or determined infeasible, not applicable, and/or replicate existing requirements, as indicated in the remarks below. The State Legislature has defined "feasible," for purposes of CEQA review, as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." [Public Resources Code Division 13, Chapter 2.5. Definitions, Subd. 21061.1.] In those instances where additional mitigation has been incorporated or mitigation has been revised, incremental reduction in impacts may be realized. However, results and conclusions of the EIR are not affected. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

AQMD-Suggested Measures	Remarks
Operational-source Emissions	
Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks (AQMD offers citation of an example clean truck program at [the following website]: http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf. If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded.	**Incorporated.** Mitigation Measure 4.3.13 has been revised to incorporate the following requirement (please refer to Final EIR Section 4.0). • *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to use of fleet vehicles conforming to 2010 air quality standards or better.* • *If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, tenants of the project shall apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB, and shall use those funds if awarded.*
Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/ distribution center.	**Infeasible.** Development of the Project is consistent with City General Plan Land Use designations, and the General Plan currently includes residential land uses within 1,000 feet (0.19 miles) of the Project site. Moreover, as supported by the EIR analysis, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. The measure suggested by AQMD is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors.	**Not Required.** There are no significant and/or unmitigable operational air pollutant emissions impacts related to or resulting from the site plan configuration. As noted above, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. It is further noted that the access concept proposed by the Project has been reviewed and preliminarily approved by the Lead Agency. The measure suggested by AQMD is not necessary.

AQMD-Suggested Measures	Remarks
Develop, adopt and enforce truck routes both in an*[d]* out of city and in and out of facilities.	**Replicates existing requirements.** Designated truck routes exist within the City. As noted in the City's General Plan, "Chapter 12.36 of the City Municipal Code regulates the travel and access of trucks on the City road system, and designates official truck routes. Designated truck routes change over time as new arterials are built, and commercial and industrial projects are completed." [City of Moreno Valley General Plan Circulation Element, Page 5-4.] The Applicant will comply with all designated truck route regulations and ordinances, both in and out of the City. Compliance with existing regulations and ordinances does not constitute mitigation.
Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,	**Replicates existing requirements.** Truck routes are marked by the City consistent with City sign regulations. The Applicant will comply with all City sign regulations and ordinances. Compliance with existing regulations and ordinances does not constitute mitigation.
Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride.	**Replicates existing Project design.** Adequate, secure parking areas are provided onsite for the use of Project-related trucks. No off-site parking is required or proposed.
Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes.	**Infeasible.** Current location of the Project adjacent to the SR-60 minimizes non-freeway truck travel, and minimizes travel along residential streets. Addition of direct SR-60 off-ramps for trucks access the Project site is contrary to reasoned freeway design which by its nature limits freeway access and exit points. Within the State, Caltrans ultimately determines freeway access and exit locations and related ramp designs. The proposed measure would result in potentially significant and increased jurisdictional, traffic/circulation, and land use impacts when compared to the Project. Further, the suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors, and is therefore infeasible. The Applicant will comply with designated truck routes reducing truck traffic along sensitive routes.
Require or provide incentives for particulate traps that meet CARB certified level 3 requirements.	**Replicates existing requirements.** As a matter of California law, all on-road vehicles, whether or not they are used for the Project, are required to meet California Air Resources Board (CARB) emissions standards. Moreover, future tenancy of the Project is not yet known, and that trucks using the facility may include independent truckers. There is no feasible enforcement mechanism by which the operator of the facility could meaningfully enforce pollution control equipment requirements above and beyond state law requirements.

AQMD-Suggested Measures	Remarks
Electrify all service equipment at the facility.	**Incorporated.** Mitigation Measure 4.3.8 has been revised to incorporate the following requirement: • *All service equipment used during construction and in subsequent operation of the Project shall be electric or natural gas powered.* Similar to use of electrical equipment, use of natural gas equipment alternatively allowed under this mitigation measure acts to generally reduce localized criteria pollutant emissions. Natural gas equipment may in some cases be the only available alternative to diesel/gasoline powered equipment. Further, Mitigation Measure 4.3.13 has been revised to incorporate the following requirements (please refer to Final EIR Section 4.0). *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:* • *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; and* • *Use of electric (instead of diesel or gasoline-powered) yard trucks.*
Improve traffic flow by signal synchronization.	**Replicates existing requirements.** Signal synchronization is currently administered by the City. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.
Construction-source Emissions	
Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. "It is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours" (Draft EIR Page 4.2-85).

AQMD-Suggested Measures	Remarks
Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM_{10} generation.	**Incorporated.** The following new mitigation measure has been created, and will be included in the Mitigation Monitoring Plan (please refer to Final EIR Section 4.0). *4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.*
Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine if and where dedicated turn lanes for construction equipment and trucks are required. Please refer to the preceding construction traffic management remarks.
Reroute construction trucks away from congested streets or sensitive receptor areas.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine appropriate construction truck routes. Please refer to the preceding construction traffic management remarks.
Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).	**Otherwise Addressed.** Contractors will employ available equipment to include any 2010 and newer vehicles. Restricting the pool of suitable diesel haul trucks solely to model years 2010 or newer unreasonably limits the pool of available contractors and equipment. Moreover, there is no demonstrated nexus between construction model-year requirements and potential reductions in air quality impacts. Arguably, meaningful reductions in air pollutant emissions are achieved as much or more through efficient and appropriate operation of equipment as required herein (see for example Mitigation Measure*4.3.2: The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).* Further, all equipment (regardless of model-year) is required to comply with applicable CARB emissions standards, the appropriate gauge for emissions levels.

AQMD-Suggested Measures	Remarks
All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards.	**Incorporated.** Electric construction equipment is not commonly or widely available or used in Southern California. Requiring sole use of electric construction equipment would effectively preclude participation by most, if not all, locally-based construction contractors. This would act to unnecessarily exclude otherwise qualified contractors, restrict the pool of available construction resources, increase costs through diminished competition. Mitigation Measure 4.3.8 has been revised to incorporate the following requirement(please refer to Final EIR Section 4.0): • *Use electric construction equipment where feasible.*

Response AQMD-6

AQMD suggests that the Lead Agency consider encouraging construction contractors to apply for SCAQMD Surplus Off-Road Opt-In for NOx (SOON) program funds.

- The following notation (incorporated at Mitigation Measure 4.3.9), shall appear on all construction document and plans:

> *Contractors are encouraged to apply for funding/assistance under the AQMD SOON program.*
> *See also www.aqmd.gov/tao/Implementation/SOONProgram.htm*

AQMD contact information is noted.

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MV00113540

From: Tom Hyatt [cdftom@aol.com]
Sent: Friday, December 10, 2010 9:18 PM
To: Jeffrey Bradshaw
Cc: Deanna Reeder
Subject: Warehouse

My neighbors and I oppose this project. After having the Mega Sketchers warehouse shoved down our throats by a corrupt developer and a city council that will flip their skirt up for him without questior we are vehemently against more unchecked commercial development. The City Council went to the trouble to re-name this end of the city "Rancho Belago", claiming it would be the upscale end of town yet the approve these ugly polluting warehouses when the zoning should be for 1/2 to 1 acre lots and upscale retail etc... How about a nice softba and swimming sports complex??? Why don't you go lease/ purchase some of the vacant warehouse space that can't even be filled in the south end of town?? How many diesel truck trips will this project generate on top of the Super Walmart and Sketchers projects already do??? Can't wait to see the cumulative air pollution totals! TH-1

Signed,

Tom H.
Moreno Valley Citizen

ATTACHMENT 20

Item No. E.3

TOM HYATT

Email Dated December 10, 2010

Response TH-1

The commentor states his opposition to the Project, presents his opinion regarding recent unrelated project approvals in the area, and suggests a "nice softball and swimming sports complex" be developed on-site. These opinions are acknowledged.

The basis for the commentor's statement that "the zoning should be for ½ to 1 acre lots and upscale retail, etc." is unclear. The existing zoning for the site is Business Park, which allows the types of uses proposed by the Project; however, would not allow for buildings of the size proposed by the Project. For this reason, the Project has requested a change of zone to Light Industrial. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23). Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.

The commentor suggests locating the Project in another area of the City. Several alternatives were analyzed as part of the Draft EIR, including, beginning on Draft EIR Page 5-37, alternative sites. As stated in Guidelines Section 15126.6,subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is served adequately by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million s.f. warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor expresses concern regarding the cumulative traffic and air quality impacts of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Super Walmart and Sketchers*[sic]*").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region.

The commentor is referred to Table 4.2-6 of the Draft EIR for the specific trip generation of the Project. Additionally, Draft EIR Section 5.0 presents a detailed discussion of the cumulative impacts of the Project. Specifically, cumulative impacts related to traffic and circulation are discussed at Draft EIR Pages 5-7 through 5-12. Cumulative impacts related to air quality are discussed on Draft EIR Pages 5-12 through 5-14. Results and conclusions of the Draft EIR are not affected.

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MV00113546

PLANNING COMMISSION RESOLUTION NO. 2011-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY DENYING A CHANGE OF ZONE (PA08-0098) FROM BP (BUSINESS PARK) TO LI (LIGHT INDUSTRIAL) FOR AN APPROXIMATE 55 ACRE SITE, LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of a change of zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an approximately 55 acre site located on the south side of State Route 60, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the Zone Change application.

WHEREAS, on May 12, 2011, the Planning Commission passed a motion by a vote of 3 to 2 to deny the proposed Change in Zone.

WHEREAS, the project also includes applications for an Environmental Impact Report (EIR) (P08-133), a Municipal Code Amendment (PA10-0017), a Plot Plan (PA08-0097) and Tentative Parcel Map No. 36207 (PA09-0022). Since the Planning Commission voted to deny the Change of Zone, no action on the related project applications is required, since the applications are moot.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT HEREBY FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. The Moreno Valley General Plan designates State Route 60 (SR-60) as a local scenic road (Policy 7.7.3). In addition, Figure 5.11-1, "Major Scenic Resources," illustrates that the Project site is located within a view corridor. The proposed Change of Zone may not be consistent with the General Plan's policy regarding protection of scenic resources.

ATTACHMENT 21

The proposed project includes a 937,260 square foot warehouse industrial building which far exceeds the maximum building area of 50,000 square feet as permitted by the current zoning designation of Business Park. A business park comprised of smaller buildings (50,000 square feet or less) might afford opportunities for view corridors between the structures.

The proposed architectural design of the facility is not consistent with that of other approved warehouse facilities in the vicinity. A change of zone to LI would allow for buildings greater than 50,000 square feet in size. Adequately designing a building elevation(s) that is visible along a scenic corridor might prove difficult due to the scale and massing of a single large warehouse building.

2. The proposed warehouse industrial buildings would dramatically increase the amount of heavy truck traffic both onsite as well as on adjacent Redlands Boulevard leading from the project to Highway 60. Potential conflicts may be created with the mixing of heavy trucks and residential and business park traffic. The increase in heavy truck traffic may be inconsistent with the lower intensity business park uses and residential uses identified on the General Plan Land Use Element for this area. The proposed warehouse industrial building may be better suited to areas in the City that provide better access to the freeway system through upgraded roadways and freeway interchanges.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-13, **DENYING** a Change of Zone (PA08-0098) for an approximate 55 acre site from BP (Business Park) to LI (Light Industrial).

APPROVED this 12th day of May, 2011.

Ray L. Baker
Vice-Chair, Planning Commission

ATTEST:

John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

Deputy City Attorney

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t: (562) 856-3819 | f: (562) 856-3820
www.rptrust.com

City of Moreno Valley City Council Members
c/o City of Moreno Valley Planning Division
14177 Frederick Street
Moreno Valley, CA 92553

Re: P08-133, PA08-0097, 0098, 0022 and PA08-0017

Dear Council Members Stewart, Batey, Hastings, Molina and Co:

Please accept this letter as our formal appeal of the City of Moreno Valley Planning Commission denial of the proposed Westridge Commerce Center Project (the "Project") at the Planning Commission Meeting held on May 12, 2011. Specifics of the Project are as follows:

Case Description:
Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Pursuant to the denial, there were many questions and discussions centered on the following:
1) Aesthetics (the Architecture of the building).
2) The uncertainty of a known lessee at this time.
3) Traffic
Our position and basis for our appeal relating to the above are:
1) We have constructed buildings in Centerpointe Business Park (across Frederick Street from City Hall) that are similar to what we are proposing at WestRidge Commerce Center and we have received many compliments from past planning commissions and city councils. This issue is totally personal, subjective, and without merit. We worked hard with staff to make this building appealing and to the level of standards Moreno Valley can be very proud of. In fact, the WestRidge Commerce Center architect, HPA, is the same architect for the Skechers building.
2) It is a very rare situation to have a lessee sign a lease for a building without the entitlements in place. The fact that Skechers signed a lease without entitlements is rare. Considering Skechers is a partner in the building with Highland Fairview and the fact there are very few, if any, sites available in the Inland Empire of a size to accommodate the large Skechers building.

ATTACHMENT 22

3) Intersections and roadway improvements were clearly identified in the traffic analysis as being necessary to maintain or improve operational levels of service for this Project and General Plan. This Project will build all required improvements in the immediate vicinity as well as other off-site infrastructure required by the development. Furthermore, Redlands Blvd is a city designated truck route and the planning commission stated they did not want trucks mixing with automobiles.

Applicant:
Ridge Rancho Belago, LLC

Owner:
Ridge Rancho Belago, LLC

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

Community & Economic Development Department
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-3206
(951) 413-3210 FAX

PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

☐ Administrative Plot Plan	☐ Development Agreement	☐ Specific Plan
☐ Administrative Variance	☐ Development Code Amendment	☐ Specific Plan Amendment
☐ Amended Conditional Use Permit	☐ Extension of Time	☐ Tentative Parcel Map
☐ Amended Plot Plan	☐ General Plan Amendment	☐ Tentative Tract Map
☐ Change of Zone	☐ Plot Plan	☐ Variance
☐ Conditional Use Permit	☐ Pre-Application Review	☒ Other Appeal

APPLICATION INFORMATION

Project/Business Name (if any): West Ridge Commerce Center

Project Description: The project proposes the development of a 937,260 SF warehouse facility on 55 acres. This application is to appeal the Planning Commission denial of the project on May 12, 2011.

Property Address/Location: South of SR60 on the north side of Eucalyptus Ave and approximately 650 feet west of Redlands Blvd

Assessor's Parcel Number(s): 488-330-003 Through -006 and -026

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:

Related Application(s): Specific Plan Name/No. :

CONTACT PERSONS

APPLICANT Name: Ridge Rancho Belago LLC — Telephone: (562) 856-3819

Address: 201 Covina Ave, Suite 8 — Fax No. (562) 856-3820

City: Long Beach — State: CA — Zip: 90803 — E-mail Address: dave@rptrust.com

Contact Person: Dennis Rice

OWNER Name: Same as above — Telephone: ( )

Address: — Fax No. ( )

City: — State: — Zip — E-mail Address:

Contact Person:

REPRESENTATIVE Name: Inland Empire Development Services — Telephone: (951) 845-1003 cell 909-325-0430

Address 931 Monarch Court — Fax No. (951) 845-9775

City: Beaumont — State: CA — Zip: 92223 — E-mail Address: gibson2@msn.com

Contact Person:

APPLICATION CONTINUES ON REVERSE

PROJECT INFORMATION

Existing Zoning and General Plan Designations	
Proposed Zoning and General Plan Designations (if applicable)	
Existing Uses and/or Structures on Site	
Surrounding Uses: North	
South	
East	
West	
Lot Size(s) (Sq. Ft.) (Smallest/Largest)	Graded Area (sq. ft.)
Total Building Size (Sq. Ft.)	Impervious area (sq. ft.)
Setbacks: Front	Flood Zone
Side (interior)	
Side (street side)	
Rear	
Maximum Building Height	
Total No. of Parking Stalls:	
Standard	
Handicapped	

N/A

APPLICATION PROCESSING

Each application must be submitted with the required processing fee and all applicable submittal requirements. Additional information or materials may be needed before an application is accepted as complete. An incomplete application may be closed if it remains inactive for 180 days or more.

OWNER'S SIGNATURE

I, Ridge Ranch Belago LLC am the owner of the property described in this application and hereby authorize
Print Name

Dennis S. Rice to act on my behalf on matters pertaining to this application.
Applicant/Representative Name

Property Owner's Signature — Date: 5-18-2011

Note: If more than one owner, a separate page must be attached, listing the names and addresses of all persons (if a corporation, list officers and principals) having interest in the property ownership.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all the foregoing information is true and correct, and recognize that any false or misleading information shall be grounds for denial of this application. I also acknowledge that I am aware of and agree to indemnify the City in any legal proceedings pertaining to this request for discretionary land use approval. Section 9.02.310 of the Moreno Valley Municipal Code.

Applicant's Signature — Date: 5-18-2011

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RIDGE RANCHO BELAGO, LLC
8430 WEST BRYN MAWR AVE
SUITE 400
CHICAGO, IL 60631
773-695-1250

JP MORGAN CHASE BANK, N.A.
CHICAGO, IL 60603

2-1/710

DATE	CHECK NO.	AMOUNT
May 17, 2011	1194	**********$750.00

Pay:**********Seven hundred fifty dollars and no cents

PAY TO THE ORDER OF
CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK---HOLD AT AN ANGLE TO VIEW

⑈00000 1194⑈ ⑆071000013⑆ 154912 3⑈

Item No. E.3

MV00113553

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MV00113554

From: george hague
Sent: Thursday, May 05, 2011 2:55 PM
To: John Terell
Cc: Jeffrey Bradshaw
Subject: Please send my letter to all the Planning Commissioners today (5-5-11) concerning the West Ridge Commerce Center FEIR

Good afternoon Planning Commissioner,

I hope the planning department has helped those of you who are not use to reading Final Environmental Impact Reports (FEIR). I am sure it would help with the West Ridge Commerce Center FEIR.

In 2009 some Moreno Valley residents responded to a Notice of Preparation (NOP) for this project. These comments were to let those who prepare the document know what we wanted studied and answered in the Draft Environmental Impact Report (DEIR). You should realize that those who do the studies are paid for by the developer and realize that if they want a good reputation among the development community that their report must be favorable to the project. It would be better if we would go back to Moreno Valley's previous system where the report from consultants goes directly to the Moreno Valley Planning department instead of first passing through the hands of the developer where it many times gets massaged.

Last Fall The DEIR was made available which you should read. Different agencies/groups/individuals used the 45 days they were given to read and make comments on the adequacies of the West Ridge Commerce Center's DEIR. They turned in their comments during the first part of last December.

Section three of the FEIR has these commenters original letters which you will notice have been blocked off. You should make an effort to read each of these letters and only then read the responses which immediately follow the original letters. Many of those who write letters believe the responses do not do justice to their concerns and questions. On projects like this it is good to study what the Department of Transportation(DOT) and the South Coast Air Quality Management District (SCAQMD) wanted from this project and the responses they received. These and other agencies are to help protect us and guide us towards better planning. It is sad when responses to their letters are not serious, but just pass the buck.

In section two of the FEIR you will see what I call weasel words which require nothing. Words like "where feasible", "shall encourage", and "greatest extent practical" are just a few examples. These may sound good, but usually result in little, if any, mitigation. Words like "shall" and "will" instead of "should" are more binding and therefor avoided.

Section four has the Mitigation Monitoring Plan which should also be read in order that they are mitigating those items which are brought up in the comment letters.

Usually they bury at the end of some document that which they call "Overriding Considerations". These are the impacts to Moreno Valley which could not be mitigated. This could be such things as toxic diesel air pollution (pm 10 and pm 2.5) which cause significant health effects. It is very sad when projects make the air more toxic to breath-- especially for children and the elderly.

ATTACHMENT 23

Appendix A points out some of these air pollution problems and they should be read by decision makers.

Since I am sure most of you have regular jobs, I find it very sad that you have not been given time to do justice to this FEIR. It must be especially difficult when a couple of our weekends prior to your meeting have holidays that many people enjoy to celebrate. You should ask the planning department for more time to educate yourself by reading the document.

Your responsibility is to "protect the health, safety and welfare" of the residents of Moreno Valley. Only after you have read this document can you fulfill your responsibility.

Take care,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

From: george hague
Date: May 9, 2011 11:03:09 AM PDT
To: John Terell <JohnT@moval.org>
Cc: Jeffrey Bradshaw <JeffreyB@moval.org>, gracee@moval.org
Subject: West Ridge Commerce Center Experts & Editorial on Tortoises & Solar threat | Press-Enterprise Editorials | PE.com | Southern California News | News for Inland Southern California

Good afternoon/evening Planning Commissioner,

Lat week I sent you an email about reading the environmental documents for the West Ridge Commerce Center warehouse. I mentioned in that email how developer consultants/experts sometimes supply reports which benefit the proposed project---even when they are selected from an "approved" list. The last line of the second paragraph of this past Saturday's Editorial does a nice job of pointing this out where it reads "studies commissioned by the developer". I hope you will read this editorial and realize this happens on many projects. It is only when agencies like the Department of Transportation, South Coast Air Quality Management District and as well as others who job it is to help you plan for our city respond to DEIRs that you get a much more unbiased/independent view. I hope you will remember this when West Ridge Commerce Center and other developers respond in their FEIRs to these agencies letters.

Take care,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

Solar threat

08:24 PM PDT on Friday, May 6, 2011

The discovery of far more desert tortoises than expected near a planned solar power plant in the Mojave Desert should prompt federal officials to rethink the project. And the incident should spur federal officials to require independent environmental studies before bulldozers roll on future solar projects.

Last week, a U.S. Bureau of Land Management assessment found the $2.1 billion BrightSource Energy Co. project near Primm, Nev., would disturb up to 3,000 tortoises and kill as many as 700 young ones. That far exceeds an estimate of 32 of the threatened species at the site -- a number derived from studies commissioned by the developer. ATTACHMENT 24

After biologists relocated 39 tortoises -- the maximum allowed -- BLM officials last month ordered BrightSource to stop work on two-thirds of the 5.6-square-mile site. U.S. Fish and Wildlife Service officials will decide soon if completing the second and third phases of the Ivanpah Solar Electric Generating System -- which would nearly double the amount of solar electricity produced in the country -- would jeopardize the species.

The clean energy generated by this project is no excuse for federal officials to allow shoddy surveys that underestimate the tortoise population. A developer rushing to qualify for hundreds of millions in federal "stimulus" funding is hardly an objective source about issues that could obstruct construction. Federal officials should have required an independent biological survey before grading and construction work began in October. And that approach should be standard for the numerous solar projects now proposed for desert land.

In this case, the sheer number of the animals that would be killed or disturbed by the solar plant justifies a significant downsizing -- eliminating one or both of the last two phases. Federal officials could have avoided such backtracking had they had the right information before BrightSource broke ground.

Wildlife officials are likely under political pressure to let the developer proceed with much of the project. But even a compromise such as relocating large numbers of the animals would be highly risky. In 2008, the U.S. Army suspended a tortoise relocation effort at Fort Irwin after about 90 of the 556 tortoises moved died, mostly killed by coyotes.

The Mojave Desert, with endless sunny days, is not a bad place for solar power plants. But federal officials need to do a better job of surveying the native wildlife before construction starts. Green projects should not, ironically, degrade the very environment they are meant to help sustain.

From: george hague
Sent: Wednesday, May 11, 2011 10:29 PM
To: John Terell
Cc: Jeffrey Bradshaw; Grace Espino-Salcedo
Subject: PLEASE READ re West Ridge Commerce Center Final Environmental Impact Report (FEIR)
Good evening Planning Commissioners,

YOU NEED TO ASK TONIGHT NOT WHAT THE OPENING-YEAR TRUCK TRAFFIC WILL BE, BUT WHAT IS THE PROJECT DESIGNED FOR AND WHAT WILL THE TRUCK TRAFFIC BE WHEN THE PROJECT IS USED TO ITS FULLEST CAPACITY AND NOT LIMITED TO JUST REDLANDS BLVD IN FUTURE YEARS.

"Estimated opening-year average daily Project-generated truck traffic ingressing/egressing the Project site via Redlands Boulevard includes:

97 two-axel trucks;

220 three-axel trucks; and

539 four-axel trucks." (FEIR p 3-58 & p 3-88 & p 3-163 & other pages)

THESE NUMBERS ARE A DISSERVICE TO YOU AND THE PUBLIC. THE FULL IMPACTS ON TRAFFIC AND AIR QUALITY ARE NOT FULLING EXPLAINED AS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND THEREFORE THE FEIR IS INADEQUATE. THEY ARE REQUIRED TO BE EASILY UNDERSTOOD BY THE PULIC AND MITIGATED BEYOND WHAT WEST RIDGE COMMERCE CENTER TRULLY HAS COMMITTED TO IMPLEMENT.

You should not vote on this or any other project unless you have read the documents. You should never just rely on Staff Reports. The Planning Commission should represent all the many varied interests/concerns of the residents of Moreno Valley. I believe if you read all the letters from the agencies as well as the public and groups you will see that many of their legitimate CEQA concerns were not answered or the buck was passed.

Thank you,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

ATTCHMENT 25

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MV00113560

Johnson & Sedlack
ATTORNEYS at LAW

Raymond W. Johnson, Esq. AICP
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Telephone: 951-506-9925
Facsimile: 951-506-9725

May 12, 2011

Planning Commission
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

Community Development Director
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

VIA US MAIL AND FACSIMILE

RE: Final Environmental Impact Report for Westridge Commerce Center, State Clearinghouse No. 2009101008.

Greetings:

This firm submits the following comments on behalf of Residents for a Livable Moreno Valley, the Moreno Valley Group of the Sierra Club, and area residents after reviewing the Final Environmental Impact Report (FEIR) for the Westridge Commerce Center.

The California Environmental Quality Act (CEQA) was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the EIR as an informational document.

Unfortunately, the FEIR for this Project fails as an informational document. The EIR misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. The FEIR is also internally inconsistent, with statements and conclusions made from one section to another in conflict with one another.

On top of these inadequacies, the FEIR is almost constantly conclusory, and does not provide the analysis or examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions.

CEQA also requires that ***where feasible mitigation exists which can substantially lessen the environmental impacts of a project, all feasible mitigation must be adopted.*** In this way CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. For this project, the FEIR concludes that *unavoidable* adverse impacts will result to/from the following: aesthetics, air quality, noise, and transportation/traffic.

Feasible mitigation measures exist which would reduce these impacts, and ***which have not been required of this project.*** This is contrary to the requirements of CEQA, and the additional feasible mitigation provided in the comments must be required of this project.

Moreover, all mitigation measures required in the FEIR ***must be fully enforceable and certain to occur.*** This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable mitigation measures. While it appears that substantial mitigation was incorporated into the project, ***very little mitigation is actually enforceable and required.*** Also, some mitigation measures are included in the text revisions section, yet have not been incorporated into the Mitigation Monitoring Plan. This is unacceptable.

The FEIR fails to make findings supported by substantial evidence in the record. CEQA requires that an agency must make specific findings, based on substantial evidence in the record, where a project has been determined to have significant environmental effects. Here, the findings are nothing more than conclusory statements, and there is no attempt to trace the path from evidence to the conclusions reached. The findings made are not supported by substantial evidence in the record as discussed herein and in our previous comments on the DEIR.

The FEIR lastly fails to adequately respond to the significant environmental points raised in public comments pursuant to CEQA Guidelines. Particularly, Guidelines § 15088 (c) requires that a response to comments evince a "good faith, reasoned analysis." "Conclusory statements unsupported by factual information will not suffice." (Guidelines § 15088 (c).) The FEIR fails to properly respond to comments and often ignores comments altogether. Also, the responses tend to generalize specific comments made by the commenter. For instance, a comment regarding cumulative air pollution impacts which asks: "Has this been taken into consideration, and wouldn't it be advisable to restrict commercial land use to less concentrated populations of heavy polluters, such as diesel trucks?" is responded to generally: "The commenter expresses concerns regarding the cumulative effects (air pollution) of this Project when combined with other vicinity projects." (Comment and response for SCR-2) These generalizations tend to result in responses which do not respond to the comments and questions presented. This is contrary to the policies of CEQA.

In additional to the general comments above, the below specific inadequacies were discovered upon review of the FEIR:

Text Revisions:

- Revision to 3.5.12 Screening: It is unclear why the sentence ends in an ellipsis. Was more intended to be included here?
- The language of Air Quality Mitigation 4.3.8 is uncertain and vague.
    - The introductory statement is unclear and should be omitted, as discussed below.
    - Where the mitigation measures state that a measure shall be used "where feasible," this language must omitted or changed to read where "technologically feasible" so that the mitigation measures are certain and enforceable.

- At Mitigation Measure 4.3.13 for GHG's, lease/ purchase documents must require, not merely encourage lessors or purchasers to comply with the measures provided.
- Mitigation Measure 4.7.2 states that artifacts will be curated where preservation in place is infeasible. This measure should require that this determination of infeasibility be made by a qualified archaeologist and approved by the City.
- At Mitigation Measure 4.7.3: the paleontological mitigation-monitoring plan must be developed prior to project approval so it may be determined that such mitigation is sufficient to reduce paleontological impacts. As is, the paleontological mitigation-monitoring plan is impermissibly deferred per CEQA and case law. Also at the third bullet, the word "salvage" should be changed to something which implies that fossils are being properly cared for. Likewise, "to avoid construction delays" should be removed: the purpose is to mitigate for potentially significant paleontological impacts, *not* to remove all impediments to construction as quickly and haphazardly as possible.
- Mitigation Measure 4.8.5 should require that all habitat replacement, revegetation and mitigation for impacts to riparian habitat be implemented by an approved biological monitor. The measure should also require that, if in 3 years the success criterion of 80% has not yet been achieved, revegetation and other mitigation shall continue until such criterion is achieved.

Responses to Comments:

Responses to Johnson & Sedlack Comments:

Response to JS-5 does not evidence a good faith, reasoned response. First, the response states that despite a finding of significant and unavoidable impacts to agriculture in the GPEIR, the agricultural impacts of this project are less than significant. To the contrary, a reasoned outlook would find project impacts to be significant and unavoidable as detailed and considered in the GPEIR, and for which a statement of overriding consideration was necessary. Second, the response ignores the fact that, where an EIR tiers off of a broader EIR, CEQA requires that effects of later projects should be evaluated if they are *susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, the imposition of conditions, etc.* (Guidelines § 15152) Here, Johnson & Sedlack has provided two possible mitigation measures, namely conservation easements or donation of funds, which would reduce the project's impacts to agriculture and therefore must be considered.

Response to JS-6 does not provide a reason for failing disclose that the project is located in a PAKO zone. The response also states, without substantiation, that there is no indication that the project would interfere with animal keeping, where the project would plainly alter the rural nature of the area. (DEIR p. 5-5)

Response to JS-7 is incorrect. Specifically, the comment stated that the assumption of zero VMT for on road truck travel was erroneously assumed in the Air Study. At Appendix A, page 1 Phase: Fine Grading 7/1/2009-7/15/2009 (Phase 2 Grading), the air study plainly states On Road Truck Travel as zero. The air quality analysis remains flawed and understates impacts from fine grading.

Response to JS-14 and other comments apply a too strict standard for evaluating mitigation measures proposed by commenters on a DEIR. A commenter need not demonstrate the quantitative efficacy of a measure nor a nexus between each mitigation measure presented and its benefit. This demonstration of need and nexus is a requirement of the measure itself to be determined by the lead agency. (Guidelines 15126.4(a)(4) and (5).) Rather, a commenter need only suggest specific alternatives and/or mitigation measures that would avoid or mitigate a significant effect. (Guidelines § 15204(a).) The comment states that measures proposed will reduce construction air quality emissions.

Moreover, the mitigation measures deemed "incorporated" per JS-14 are not actually incorporated as project mitigation at MM 4.3.8. Namely, the "mitigation" does not apply to the project itself, but instead must be notated in "Grading plans, construction specifications and bid documents…" The measures may not be implemented for construction of the project itself while still complying with the terms of MM4.3.8, namely by adding a notation within the construction documents. Hence, this supposed incorporation of mitigation measures does not actually occur, and not all feasible mitigation has been required of this project. MM4.3.8 is uncertain and unenforceable.

JS-14 number 20 is not included in MM 4.3.13 in the Mitigation Monitoring Plan, despite the statement to the contrary. Moreover, MM4.3.13 generally applies to operational impacts and not construction impacts, as evidenced by the timing of monitoring, "Before issuance of first Certificate of Occupancy," and thus will not mitigate for construction emissions. Number 21 is included, but with the limit that "a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit." This is a severe limitation on the measure recommended and such limitation is not disclosed in the response to comments. The mitigation measure *as recommended* must be adopted.

Response to JS-15 is unresponsive to the comment made regarding the need to note variances from URBEMIS defaults for informational purposes. The comment does not state that variances from defaults are improper, as the response asserts, but merely that they must be disclosed.

Response to JS-17 alleges that, "The Lead Agency cannot control emissions from the tailpipes of vehicles traveling to/from the facility." This is simply untrue. The lead agency may adopt mitigation measures, such as those recommended by the commenter requiring that lessees/purchasers become SmartWay partners, meet 2010 air quality standards or better, etc.

Response to JS-19 has the same problems as the response to JS-14, ***namely that almost all of the mitigation measures deemed "incorporated" at MM4.3.13 are not actually incorporated as certain and enforceable mitigation measures of the project.*** Instead, MM4.3.13, bullet 7, merely requires that, "Lease/purchase documents shall identify that tenants are *encouraged* to provide incentives to realize the following…" [emphasis added]. Hence all that is required is a *written provision* in the lease/purchase documents *encouraging* the use of incentives, not any actual requirement that mitigation be implemented. These repeated untruths in the response to comments cause the FEIR to fail as an informational document and are completely contrary to CEQA policy that mitigation be certain and enforceable.

Likewise, JS-19 number 19 is not incorporated into mitigation as stated in the Response and is vague and uncertain. In 4.3.10 (not 4.3.11 as stated), the mitigation required is that "All entrances shall be *posted with signs* which state: ...Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes..." [emphasis added] The mitigation does not prohibit the idling of trucks in excess of three minutes, but instead merely requires the posting of signs to that effect prior to the first Certificate of Occupancy.

Response to JS-30 is unresponsive to the comment made regarding insufficient project noise mitigation. Response to JS-31 provides no reason for failing to incorporate the performance standard of noise barriers which will reduce noise at sensitive receptors to no more than 60dBA Leq, particularly.

Response to JS-33 (1) refuses to incorporate mitigation measures which would reduce significant construction noise impacts without finding that such mitigation is infeasible. Instead, the response merely states that such mitigation is not required, but is only recommended, by the Noise Impact Analysis. CEQA provides that agencies may not approve projects for which feasible mitigation measures exist which would reduce a project's significant environmental effects. Here, the comment suggested feasible mitigation to reduce construction noise impacts which were, in turn, recommended in the Noise Impact Analysis. Such mitigation is not shown to be infeasible, and therefore must be incorporated in the project. At (4), the mitigation at 4.3.8 is inadequate and unenforceable. At (5), MM 4.3.10 does not prohibit the idling of trucks in excess of three minutes, but instead merely requires the posting of signs to that effect prior to the first Certificate of Occupancy.

Response to JS-34 incorrectly insinuates that, in determining a projects noise impacts, the noise from transportation/trucks should be omitted. While ambient noise may not be included to determine a project's noise impacts, impacts directly related to the project's operations must be included in the EIR's determination, as they are incorporated into the whole of the project. This response is also greatly unresponsive to the comment made.

Response to JS-35 merely restates the EIR and does not evidence a good faith response to the comment made. Specifically, the comment notes that the EIR does not provide data regarding groundbourne vibration levels nor evaluate potential impacts to people. The response repeats these issues, but fails to address them in the EIR, or alternatively to provide a reason for failing to correct the EIR.

Response to JS-39 does not evidence a good faith, reasoned response to the comment made and does not adopt feasible mitigation to reduce project noise impacts.

Response to JS-40 is unresponsive to the comment made regarding impacts to 1-215. The response instead dissolves into a discussion of SR-60.

Response to JS-42 (5) and (6) are included at MM 4.3.8, but in a manner which is unenforceable and requires zero actual mitigation to occur, as discussed above regarding JS-14. Numbers (7)

and (8) are not included at MM 4.3.8 at all, despite the statement to the contrary in the response to comments.

Response to JS-53 is conclusory and does not evidence a good faith, reasoned response to the comments made.

Other Responses to Comments

Please note that many responses to comments are repeated throughout the FEIR. The evaluation of inadequate responses below will often refer only to the first time the response is given, where such responses are repeated. Moreover, such inadequacies are likely discussed with regards to responses to Johnson & Sedlack's comments above.

- Response to CDFG-10 does not provide a good faith reason for failing to require a 3:1 replacement ratio of riparian habitat as recommended by CDFG. Specifically, CDFG stated that, "The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or offsite at a minimum 3:1 replacement-to-impact ratio…" The response cites no reason based on substantial evidence in the record for failing to incorporate this mitigation.
- Response to EMWD-2 is inadequate and conclusory. The commenter noted that impacts from construction will likely create impacts to service which must be evaluated in the EIR. However, the response states, based on no evidence in the record, that the conclusions of the Draft EIR are not affected by the inclusion of this potential impact in the EIR's analysis. Such analysis must first be conducted in order for this conclusion to be made.
- Response to RCFC-3 does not respond to the comment made. The commenter stated that the Project must *demonstrate consistency* with the MSHCP, not that the project must comply with the MSHCP requirements. A project may comply with the MSHCP requirements and still be inconsistent.
- Response to MA-4 is conclusory and not based on reasoning or evidence in the record.
- Response to MA-7 is unresponsive to the comment made regarding impacts to freeways, overpasses, and roads which will not receive the fees paid by this project for improvements and for which improvements are uncertain. The response also seems to suggest that the project will be gifting massive sums of money to the state and region for improvements. This response fails to state, however, that the fees to be paid by this project are for the purpose of mitigating this project's environmental impacts.
- Response to MA-10 is contradictory and does not respond to the comment made. The response states that project traffic will not pass through residential neighborhoods, while noting that properties adjacent to the access road to the site are designated residential. Moreover, the comment made stated that trucks often pass through "or near residential areas." Also, the comment clearly states that, for truck impacts *to roadway surfaces*, 1 truck =1,000 cars. The referenced portion of the EIR instead discusses traffic/ truck volume impacts, not necessarily impacts to roadway surfaces.

- Response to LA-2 does not respond to the comment made which inquires which mitigation measures were found to be infeasible and will not be required of this project.
- Response to LA-3 is unresponsive to the comment made. The comment inquires what protection measures against Diesel PM will be implemented for the warehouse workers, and the response merely states that the impacts to on-site workers are not analyzed in the EIR. Nonetheless, mitigation measures, conditions, and project design may implement *protection* measures. Also CAL/OHSA may require additional worker protection measures. The FEIR is thus unresponsive to the comment made.
- Response LA-4 is conclusory and states, without reference to any evidence in the record that, "No potentially hazardous materials, beyond those described [paint, solvents, fertilizers, etc.] are anticipated to be handled at the site." There is simply no basis for this conclusion. The remainder of the commenter's concerns regarding spills and smoke plumes are unaddressed.
- Response to LA-5 states that the level of LEED certification cannot be determined as the tenants and uses are unknown. However, it would be feasible to require at least LEED silver certification by contract specification. If a higher LEED certification was deemed possible, there is no bar from achieving that higher level.
- Response to GB-2 is unresponsive to the comment made. Namely, the commenter merely asked what "environmental aspects" of the site are missing from the Geotechnical investigation. This question remains unanswered in the response.
- Responses to GB-5, GB-7, and GB-9 neither make needed changes to the EIR nor provide good faith, reasoned responses for determining not to make those changes. Specifically, the commenter asked why the Casa Loma fault was not included in the EIR when it is proximate to the project. The responses ignore the EIR's role as an informational document and determined that, since the project would nonetheless comply with the California Building Code, such information could be omitted. This is contrary to the information disclosure requirements of CEQA. Likewise, the response at GB-5 notes that the Casa Loma fault was likely not included in the UBCSEIS database. None of these three responses, however, support a determination that the project will not be impacted by this fault.
- Response to GB-8 is unresponsive to the comment made.
- Response to GB-10 neither makes needed changes to the EIR nor provides good faith, reasoned responses for determining not to make those changes. The commenter points out scenic resources which were unincorporated into the EIR and the DEIR description, and the response seems to concur that these scenic resources are significant and were omitted. Beyond such concurrence, however, no changes are made to the EIR or explanation given for determining not to make those changes.
- Response to CCA-1 is unresponsive to the comment made. The commenter specifically asks what mitigation will occur for cumulative traffic and diesel impacts. No response to this inquiry is given.
- Response to CCA-2 is likewise unresponsive to the inquiries made regarding noise impacts and mitigation for cumulative impacts.
- Response to CCA-3 does not evidence that the project adopted all feasible mitigation. Comment CCA-3 recommended additional and certain mitigation which was not discussed in the response and not determined to be infeasible. Such measures as retrofit

all trucks and phase them in over a period of time must be included to reduce the project's air quality impacts.

- Response to FNSJ-3 is unresponsive to the comment made. The commenter stated that agricultural impacts for this project were deemed potentially significant and should be mitigated through the purchase of conservation easements. The response ignores the fact that, where an EIR tiers off of a broader EIR, CEQA requires that effects of later projects should be evaluated if they are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, the imposition of conditions, etc. (Guidelines § 15152) Here, the commenter plainly states that such potentially significant impacts could be reduced through purchase of conservation easements, and the comment should be given substantial consideration.
- Response to FNSJ-4 does not find that it is infeasible to require that off-road heavy construction to meet CARB Tier III or better certification. Such mitigation is feasible and would significantly reduce the project's air quality impacts. The measure must be required.
- Response to FNSJ-7 combines many comments and provides conclusory, unreasoned, and unresponsive responses. The response ignores the comment calling for a discussion of air quality impacts to health risks and impacts to biological resources.
- Response to FNSJ-8 combines the response to at least four comments into one, and goes on to ignore several of the comments made. For instance, there is not response made to the comment that growth inducing impacts on air quality were not evaluated.
- Response to FNSJ-12 does not evince a good faith, reasoned response to the comments made that impacts from global warming on the project must be analyzed; potentially exacerbated project impacts as a result of climate change must be analyzed; and global warming impacts on water supply and flooding must be analyzed.
- Response to FNSJ-16 does not respond to the question raised regarding onsite eating facilities.
- Responses to FNSJ regarding mitigation measures (FNSJ-18-20) seem to state that the *commenter* need to demonstrate that mitigation is either required or a nexus such that mitigation is necessary. This is not a showing required of a commenter in proposing mitigation; this is a requirement of the measure itself to be determined by the lead agency, as discussed above. (Guidelines 15126.4(a)(4) and (5).)
- Response to FNSJ-22 notes that four of the alternative sites considered are not available, yet irrationally concludes that by considering four unavailable and impossible alternative sites, a reasonable range of alternatives was considered. None of these "alternatives" may be included in the range of alternatives considered when, in fact, only Alternative Site 5 was considered. The response also does not address the issue of quantification of impacts raised by the commenter.
- Response to SG-1 is unresponsive to the comment made. The commenter notes the potential for blight in the area due to unoccupied buildings, aesthetic impacts, and long term growth inducing impacts from the zone change. No response is made to these issues.
- Response to SG-8 does not respond to the issue raised of reinforcing the roof and installing solar panels.

- Response to HF-1 is unresponsive to the comments made and fails to demonstrate a good faith, reasoned response.
- Response to SM-3 is conclusory and fails to provide reasoning. Likewise, NDN-5. The project fails to incorporate feasible mitigation recommended previously by Johnson & Sedlack, discussed above, including mitigation recommended in the Noise Impact Study.
- Response to DR1-6 is unresponsive to the comment made suggesting an alternative site by March Global Port.
- Response to SC-4 does not respond to what time of day truck trips are expected, merely that the project is assumed to be operation 24/7. This is unresponsive to the comment made and fails to provide any hourly expectations, particularly during peak hours.
- Response to TT-7 does not find it infeasible to require additional wall offsets in order to mitigate for aesthetic impacts. Instead, the response purports to defer this potential mitigation to a later time. This is improper and this mitigation measure must be required of the project.
- Response to TT-11 does not incorporate or find infeasible the mitigation recommended including requiring that a percentage of the fleet vehicles of tenants be low or zero emission and requiring soot filters or the latest available technology.
- Response to RJ-C-1 is unresponsive to the comment made.

Mitigation Monitoring Plan:

The following comments on the MMP are in addition to comments made previously in the "Text Revisions" section.

Traffic:
Many of the traffic mitigation measures state that the improvement will be funded through participation in the TUMF, DIF, or other fair share program. It is unclear in the MMP, however, whether the applicant need only pay into the program prior to issuance of the first building permit, or whether the improvements must be completed prior to issuance of the first building permit in order to mitigate for the traffic impacts listed. This should be clarified so that mitigation is certain and enforceable in the monitoring program.

Air Quality:
Not all feasible mitigation has been adopted to reduce air quality impacts from the project.

MM 4.3.2 in the MMP does not make the alterations stated in the responses to comments and text revision section (removing "during smog season", etc.) Moreover, trucks should be limited from idling beyond 3 minutes.

MM4.3.4 requires that contractors for the project will use CARB Tier 2 equipment or better. It is feasible to require at least Tier 3 certified or better.

For MM 4.3.6, it is feasible to require that only existing electrical power sources may be used; no diesel or gasoline powered generators shall not be utilized for project construction.

For MM 4.3.8, the language creates uncertain and unenforceable. Measures must only be included in plans and bid documents which may be subsequently altered and are not required of the project itself as written. The language must be changed to delete the introductory statement such that the mitigation measures apply directly to the project. Also, at bullets 6, 8, 9, and 10 which state that a measure shall be used "where feasible," this language must omitted or changed to read where "technologically possible." Likewise, at bullet 12, the "greatest extent practical" language must be deleted. As currently written, such mitigation measures are unenforceable and contrary to CEQA. Finally, bullet 14 states that all forklifts used in the operation of the Project shall be electric or natural gas powered, where MM 4.3.8 applies only to construction and construction contracts. This measure should be repeated elsewhere to reduce operation air quality impacts of the project.

MM 4.3.10 represents only one half of the mitigation measure- the posting of signs. An additional mitigation measure and/or monitoring program must be adopted for the second half of the mitigation measure-enforcement of the measures by the on-site facilities manager (or equivalent.) As written, this mitigation measure is uncertain and unenforceable.

MM 4.3.11 requires less mitigation than stated in the EIR. Namely, the EIR and responses to comments have repeatedly stated that the project will surpass Title 24 standards by 20%, yet the mitigation measure actually requires this surpassing of Title 24 by 20% only for "water heating and space heating and cooling." This limitation must be removed from the language of the mitigation measure. It is feasible to require that the project surpass Title 24 by 20% for the project as a whole, and in fact, feasible to surpass Title 24 by 30%.

MM 4.3.13 bullet 7 is completely uncertain and unenforceable. The measure provides that lease/purchase documents shall *note* that tenants are "encouraged" to provide incentives to realize mitigation measures. This introductory language must be removed and the mitigation measures required of the *project itself* through lease/purchase contracts. Moreover, most of the mitigation measures included in MM4.3.13 bullet 7 would reduce air quality emissions, namely Diesel PM, not merely GHGs as stated.

Noise:
Mitigation measures adopted for noise require that "Project plans and specifications shall include a statement that…" Again, no mitigation or monitoring is actually required of the project itself, only the written documents. No mitigation of project impacts is certain to occur.

MM4.4.2 is unenforceable, as the language of the measure requires that equipment be staged in areas that will create the "greatest distance" between noise and off-site receptors. A minimum distance or performance standard must be required to ensure that the distance chosen mitigates noise impacts.

MM 4.4.3 is uncertain, as it requires that haul routes not pass sensitive land uses or residences "[t]o the extent feasible." This feasibility language must be removed so that this measure is certain and enforceable.

MM4.4.4 is unenforceable as it provides for the "maximum reduction for noise sensitive uses." Some performance standard or specific type of noise curtain must be specified to ensure that the maximum reduction for noise sensitive uses actually occurs.

Water Supply:
There is no monitoring plan for MM 4.5.4.

Cultural Resources:
The mitigation and monitoring for MM 4.7.2 must occur throughout excavation and grading activities, not "Prior to issuance of first Certificate of Occupancy."

Alternatives:
A substantial number of comments concern the consideration of an inadequate range of alternatives, namely the *consideration of only one viable alternative site*. Alternative Sites Nos.1-4 are unavailable and were presumably included in the EIR in order to deceive the public and decision-makers into believing that an adequate range of alternatives was considered. The responses to comments concur that only Alternative Site No.5 was a viable alternative. (*See,* Response to FNSJ-22) Additional alternative sites must be considered for this project in order for there to have been consideration of a reasonable range of alternatives.

Statement of Overriding Considerations:
A statement of overriding considerations is improper with this project as the project will have extensive environmental impacts, as discussed above, yet only minimal project benefits. The project will have adverse impacts to/from the following: aesthetics, air quality, noise, and transportation/traffic. This includes substantial concerns for human health, including health risks from air pollutant emissions and health risks from excessive noise. These are major environmental risks which must be deemed offset by the economic, legal, social, technological, or other benefits of the project. (Guidelines § 15093(a).) This project will generally only benefit the developer of the warehouse. Yes, the project could create some new jobs in the area and generate some annual taxable sales, yet as noted by many commenters, warehouses already developed in the area remain vacant. These speculative benefits are comparatively insubstantial when compared to project risks. A statement of overriding considerations cannot be adopted for this project.

Thank you for your consideration of the above comments.

Sincerely,

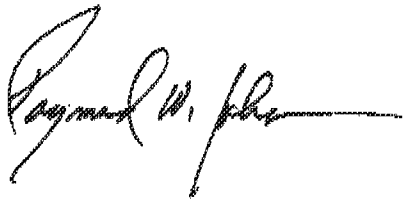

Raymond W. Johnson
JOHNSON & SEDLACK

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MV00113572

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-Mailed: May 12, 2011 May 12, 2011
jeffreyb@moval.org

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

Review of the Final Environmental Impact Report (Final EIR) for the Proposed West Ridge Commerce Center Project

The South Coast Air Quality Management District (AQMD) appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the lead agency and should be considered prior to certifying the Final Environmental Impact Report (Final EIR) as appropriate.

The proposed project will result in at least 856 trucks per day serving a warehouse that is approximately one million square feet. As a result, the AQMD staff is concerned about the significant air quality impacts and elevated cancer risk impacts to sensitive receptors (i.e., residences adjacent to the project site) from the high volume of diesel truck traffic generated by the proposed project. On December 10, 2010 the AQMD staff provided comments on the draft EIR regarding these impacts and expressed specific concern about the project's air quality analysis and health risk assessment (HRA). Further, AQMD staff suggested a list of mitigation measures to reduce the project's significant air quality impacts.

On May 2, 2011 the AQMD staff received the response to comments in the most recent staff report. Upon review of this document we continue to have concerns regarding the project's significant air quality impacts, potential deficiencies in the health risk assessment, mitigation measures and land use compatibility. Specifically, the AQMD staff recommends that the lead agency revisit the operational profile in the HRA to ensure that it is consistent with the traffic study. Also, given that the proposed warehouse project will require a significant number of trucks that travel adjacent to residential land uses the AQMD staff recommends that the lead agency provide additional mitigation to

reduce the project's significant truck emissions and revisit the size of the proposed setback between the trucks serving the project and future and current residential uses. Details regarding these concerns are enclosed.

AQMD staff is available to work with the lead agency to address these air quality issues and any other questions that may arise. Please contact Dan Garcia, Air Quality Specialist CEQA Section, at (909) 396-3304, if you have any questions regarding the enclosed comments.

Sincerely,

Ian MacMillan
Program Supervisor, CEQA Inter-Governmental Review
Planning, Rule Development & Area Sources

Attachment

IM:DG

SBC110428-02
Control Number

1. Health Risk Assessment Methodology

AQMD staff originally commented on potential methodological deficiencies in the HRA presented in the Draft EIR. We appreciate the response to those comments, and have the following comments based on those responses. AQMD staff is still concerned that the HRA methodology in the Draft EIR may underestimate potential health risks to nearby sensitive receptors based on the following points.

- The HRA source geometry does not reflect the layout of the proposed building as detailed in Figure 3.5-4 of the Draft EIR and Exhibit 5-4 of the Transportation Impact Analysis (TIA) appendix. The primary difference between the modeled approach and the project description in the EIR is the location of truck entrances to the facility. The project description and TIA indicate that up to 80% of the truck traffic serving this facility will travel along the future Eucalyptus Avenue, just south of the site. However the HRA assumes that the majority of truck traffic enters the facility through eastern and western entrances, and that Eucalyptus Avenue only accommodates 29.7% of all truck traffic. This discrepancy yields an underestimation of approximately 430 truck trips per day travelling along Eucalyptus Avenue. Without considering the diesel emissions from these trips, the risk reported for the residential receptors located closest to the facility just south of Eucalyptus Avenue will be underestimated.

- The HRA underestimates the amount of trucking activity that will occur onsite by not including onsite traveling emissions. Given the significant size of the project, each truck can be expected to travel approximately ¼ mile in the southern truck entrances and loading areas onsite and nearly ¾ mile in the northern loading areas and western entrance. With 856 truck trips per day, this omission yields an underestimate of approximately 200 miles of onsite trucking activity per day. Without including the diesel emissions from this activity, the health risk reported in the Final EIR is underestimated.

- The proposed mitigation measure of reducing idling to a total of 3 minutes onsite for each truck may not be achievable given the description included in the EIR. For example, it is unclear how the project proponent will enforce the measure with 856 trucks per day (equal to approximately two truck trips onsite each minute of a 24 hour day) on a 50+ acre site with 173 docks and 175 truck parking stalls. The lead agency should either include specific provisions that establish how this measure will be enforced (e.g., onsite staff dedicated solely to monitoring diesel activities), or revise the HRA to include a more realistic composite onsite idling time of 15 minutes per truck (5 minutes entering, 5 minutes onsite, 5 minutes exiting).

2. Land Use Compatibility Mitigation

AQMD staff appreciates the inclusion of the proposed amendment of Municipal Code 9.05 as a part of this project. This amendment requires that industrial and warehouse projects greater than 50,000 square feet in size be separated from any residential district

by a distance established by an air quality or noise analysis, with a minimum of a 250-foot setback. This is a forward-thinking measure; however, its overall effect may be substantially reduced by not including a cumulative analysis of the primary truck route serving the facility in the distance measurement. For example, in the current project over 680 truck trips per day serving this facility will pass adjacent to a residential district south of the future Eucalyptus Avenue. This significant trucking activity may produce emissions that surpass those produced in the southern loading area. However, as written the setback area is measured from the loading area, not the truck route. AQMD staff recommends that the lead agency include truck routes within this amendment.

3. Regional and Localized Air Quality Mitigation

AQMD staff appreciates the addition of a mitigation measure in the Final EIR to address diesel emissions from trucks. However, given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM10 and PM 2.5 emissions the AQMD staff recommends that the lead agency revise Mitigation Measure 4.3.13 to ensure that these impacts are minimized. Specifically, the lead agency should revise the aforementioned measure to extend this requirement to any fleet owners/operators that serve the proposed project; therefore, the measure should be revised as follows:

- Lease/purchase documents shall identify that tenants are encouraged to provide incentives to use of fleet vehicles conforming to 2010 air quality standards or better.

- If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, tenants of the project and/or fleet owners and/or operators that serve the proposed project shall apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB, and shall use those funds if awarded.

Information about various funding programs can be found the following websites:

- http://www.aqmd.gov/tao/Implementation/index.htm and

- http://www.arb.ca.gov/msprog/truckstop/azregs/fa_resources.php

From: Paul Claxton
Sent: Wednesday, May 11, 2011 5:42 PM
To: Jeffrey Bradshaw; John Terell; Grace Espino-Salcedo
Subject: West Ridge Commerce Center

Mr. Bradshaw, Mr. Terell, and Ms Espino-Salcedo,

I am writing to express my concern about plans to put in another nearly one million square foot warehouse.

I bought my home ten years ago in a very different Moreno Valley. I work at March Air Force Base and when we moved here from Washington state my family looked at a number of towns in the area – Corona, Riverside, and Moreno Valley among others. What struck me about Moreno Valley was the beautiful east end of ranches and open land. The city struck me as a pleasant bedroom community to raise my family, grow old, and retire in. That's no longer the case. The city seems hell bent into becoming another Ontario or San Bernadino full of warehouses, lower wage jobs, traffic, noise, pollution, crime, and high taxes. Sorry, I am at a point in my career that I can afford to pull out and move if I have to and it is very apparent to this frog that the pot is on the range top and the water is getting warmer. The crime rate is already soaring with the violence brought here by the gangs and the drugs they freely peddle on our streets without having to drive out more tax payers for additional renters and section 8 housing.

I live just a couple short miles away from this second stake into the heart of the valley. The Sketcher's warehouse has yet to open and I can hardly wait for 200 semi-trucks an hour to roll down the 60 freeway, Ironwood and other side streets creating noise and pollution. This warehouse hasn't created another job in the city yet, I find it hard to imagine that people would sell their homes in Ontario and move here to be 15 miles closer to work, unlikely.

Paul Claxton
Moreno Valley

ATTACHMENT 28

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MV00113578

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: A PUBLIC HEARING FOR CONSIDERATION OF THE REVISION OF TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT, SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, APPLICATIONS FOR LIGHTING, SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR GENERAL ON-SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING CITYWIDE. THE APPLICANT IS THE CITY OF MORENO VALLEY.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no action is required. Should the City Council choose to adopt the new standards, the following actions are required:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **ADOPT** Ordinance No. 2011-831, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

ADVISORY BOARD RECOMMENDATIONS

On April 14, 2011, the Planning Commission conducted a public hearing to review proposed revisions related to lighting for general site, street and athletic field/park lighting citywide. At the conclusion of the public hearing and Commissioner debate, the Commission unanimously recommended that the City Council not amend lighting provisions within the Municipal Code to include a dark sky emphasis for general site, street and athletic field/park lighting.

The Planning Commission stated a number of reasons for their recommendation for denial including, but not limited to, their belief that the proposed dark sky ordinance revisions to existing Municipal Code lighting standards would be intrusive to both residential homeowners and commercial/industrial projects, curfew lighting having the potential to create reduced lighting conditions and the potential for reduced lighting within parking lot peripheries. The Commissioners mentioned that the reduction of lighting in the later night hours may lead to potential public safety issues and that some provisions such as the night lighting curfew and light wattage requirements may be difficult to enforce.

BACKGROUND

On October 20, 2009, the City Council provided direction for staff to review existing lighting standards and provide proposed dark sky provisions for consideration. The review of existing lighting ordinance standards is a direct result of the settlement agreement reached on January 7, 2010, between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project and the Skechers warehouse building.

The current City of Moreno Valley Municipal Code lighting requirements include provisions to curb on-site lighting such as the current limit for lighting at property lines to a maximum of 0.5 foot candle and residential lighting fixture limit of twelve feet in height. Some of the current lighting standards however, do not facilitate a dark sky approach or assist in promoting energy efficiency. For example, the City currently requires that parking lots and other public spaces be lit “from dusk to dawn” which exceeds the hours of operation for most retail and non-retail properties, especially office and religious establishments.

Research conducted by the Planning Division found that only a few cities had adopted dark sky ordinances. Surrounding cities such as Riverside, Perris and Redlands have not adopted dark sky ordinances. Although the settlement agreement suggested utilizing standards from the City of Palm Desert, a combination of ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas, San Diego and other cities were reviewed. Standards within these ordinances and draft guidance standards by the International Dark-Sky Association were the basis for the revised lighting provisions.

The primary purposes of changing current lighting practices and drafting a dark sky ordinance include**:**

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the negative effects of night lighting.

DISCUSSION

Pursuant to the direction provided by the City Council, staff developed revised onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields for City Council consideration. Based on provisions within the settlement agreement, staff was to report back to City Council with draft lighting requirements and recommendations for consideration without commitment to adopt an ordinance.

Some of the major modifications proposed to the existing lighting standards include:

- Revised development and performance standards including maximum wattage of light bulbs for single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);
- All lighting to include full cutoffs to prevent excess trespass for residential-multiple family and all non-residential properties.
- A further reduction of permitted light trespass or spillover lighting on adjacent properties for all non-residential and multi-family residential properties to not exceed 0.25 foot candle minimum maintained lighting measured from within five (5) feet of any property line consistent with language in the Palm Desert ordinance. This compares with the existing ordinance standard to not exceed 0.50 foot candle at the property line.
- The inclusion of height limits for hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet; and non-residential lighting height limits of 30 feet, except within 100 feet of a residential use, where the maximum height would be 20 feet and walkway/courtyard lighting with a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting for non-residential uses requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.
- The addition of athletic field lighting standards to include horizontal cutoffs to reduce vertical lighting above the fixture for new lighting and retrofit fixtures and a maximum lighting value for lighting recreational athletic fields to be an average maintained 50 foot-candles.

- The modification of existing street light standards to indicate that the installation of street lighting is solely for the purpose of illuminating the public right of way in conformance to the city street lighting standards, which include the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

In the process of updating current lighting standards, staff established a subcommittee with members from the departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utility and Parks and Community Services. All department representatives of the subcommittee assisted in drafting revised lighting language, reviewed draft dark sky lighting standards, and have agreed to the proposed modifications as presented and attached to this report in cross-out/underline and clean copy formats.

ALTERNATIVES

1. Based on the recommendation of the Planning Commission, reject the proposed draft dark sky lighting modifications and not take action on the ordinance.

2. Approve the proposed draft dark sky lighting ordinance as written.

3. Approve the proposed draft dark sky lighting ordinance with modifications. The Council could elect to remove or modify items such as the lighting curfew, provisions modifying additional spill-over lighting adjacent to adjoining properties or restricting wattage of lighting for residential and/or non-residential properties.

4. Return the proposed dark sky lighting ordinance back to the Planning Commission with further direction.

NOTIFICATION

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on June 24, 2011, and was mailed to the Sierra Club.

ATTACHMENTS

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.
8. Planning Commission Report dated April 14, 2011, excluding attachments
9. Planning Commission Minutes of April 14, 2011

Prepared By:
Mark Gross, AICP,
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00113584

NOTICE
OF
CITY COUNCIL
PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The amendment would modify current lighting provisions including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Clerk or City Council on or before the following meeting date:

Tuesday, July 12, 2011
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

A7 **Item No. E.4**

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MV00113586

ORDINANCE NO. 831

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI APPLICATIONS FOR LIGHTING AND SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use.

ATTACHMENT 2

All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting should not cause nuisance levels of light or glare on adjacent properties.

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as residential hillside and open space areas. Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to

adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

EXHIBIT A

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface, unless otherwise approved, for visibility and security. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be

beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type_and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of maintained lighting.

2. Aisles and passageways related to and within a building complex, during the hours of darkness, shall be illuminated with a maximum of one-half (0.50) to one (1) foot candles of maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure not to exceed a height of eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

2. Lighting should improve the visual identification of residences and businesses.

3. Energy efficient lighting of buildings is encouraged.

4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements.

5. The location, color and intensity of private lighting should relate to and complement public lighting.

6. Lighting fixture design should complement the overall design theme of the project in which they are located.

7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare.

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

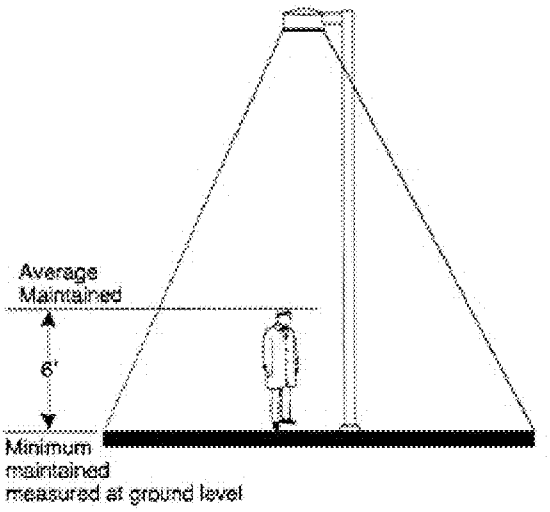

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

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MV00113604

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

ATTACHMENT 3

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security ~~over the entire parking surface~~. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within

five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor

light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures~~.

~~I. General Guidelines.~~

~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

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MV00113614

~~9.08.190 Street lighting.~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

ATTACHMENT 4

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MV00113616

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

ATTACHMENT 5

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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MV00113620

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~Type~~	~~Characteristics~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ – 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ – 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

ATTACHMENT 6

~~3.~~ 2. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

~~4.~~ 3. Energy efficient lighting of buildings is encouraged.

~~5~~. 4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

~~6.~~ 5. The location, color and intensity of private lighting should relate to and complement public lighting.

~~7~~. 6. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

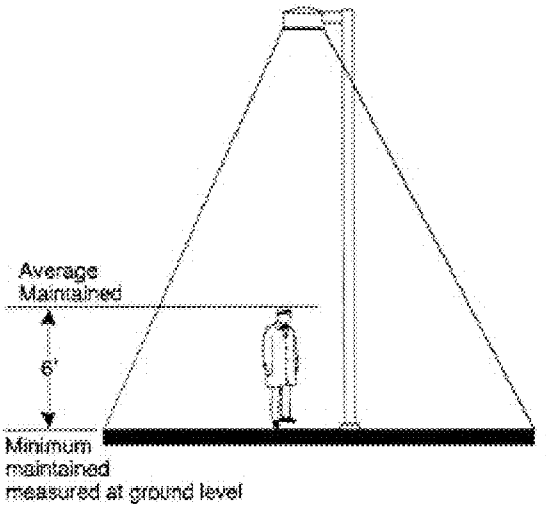

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

ATTACHMENT 7

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MV00113624

PLANNING COMMISSION STAFF REPORT

Case:	PA10-0022
Date:	April 14, 2011
Applicant:	City of Moreno Valley
Representative:	Same as above
Location:	Citywide
Proposal:	Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general site, street and athletic field/park lighting citywide.
Redevelopment Area:	N/A
Recommendation:	Recommend ordinance amendment to City Council

SUMMARY
The Planning Division of the City of Moreno Valley proposes modifications to various sections of Title 9 of the Municipal code to refine existing lighting standards to provide for better viewing of the night sky ("dark sky"). The amendment proposes modifications to onsite, athletic field/park and street lighting to minimize light pollution and trespass. All newly establish developments citywide will be subject to the proposed revisions to the code.

BACKGROUND

At the October 20, 2009, Study Session, the City Council provided direction to review the City's lighting standards based on the International Dark-Sky Association (IDA) recommendations and dark sky ordinances from other communities. This review was identified in the Settlement Agreement between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project. The review also reflects previous development review projects located within the rural and hillside residential areas within the north and east portions of the City.

The underlying principles of the proposed lighting standards/dark sky ordinance are to:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night sky;
- Curtail and reverse degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

Based on information from the IDA, the assumption that more light always results in better safety and security is not supported. Only the right amount of light, in the right place, at the right time should be necessary. In most instances, providing more light or creating bright areas often leads to glare and reduced visibility as well as wasted light and energy. The IDA recommendations call for the use of the lowest feasible wattage lamp. The maximum wattage recommended for most commercial applications is 250 watts of high intensity discharge lighting.

The current City Municipal Code includes provisions to curb on-site lighting. The Municipal Code requires that "lighting shall be adequate to help ensure a safe environment, but not cause excessive glare or intense light." All non-residential lighting is required to be shielded to avoid glare and prevent light spillage over property lines or into the public right of way. The lighting at property lines is limited to a maximum of 0.5 foot candle. The minimum lighting required in parking lots, pedestrian walkways and other areas accessible to the general public is 1 foot-candle and the maximum is 8 foot-candle to provide adequate nighttime visibility without creating excessive glare. Lighting standards are verified by a review of a point by point lighting plan showing the foot-candle lighting for closely spaced points across a site based on the fixtures proposed for the on-site use. Residential lighting is limited to twelve feet in height, below the typical eave line for a house. Finally, the stated intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are an inherently characteristic of hillside areas.

PROJECT ANALYSIS

In order to comply with the direction provided by the City Council at their October 20, 2009 Study Session meeting and the Settlement Agreement between the Sierra Club, Highland Fairview and the City of Moreno Valley, staff is presenting the Planning Commission with revised Municipal Code standards for lighting. Staff has included specific updated standards relating to onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields.

Research conducted by the Planning Division found that very few cities had adopted dark sky ordinances. For example, surrounding cities such as Riverside, Perris and Redlands did not have adopted dark sky ordinances. The majority of the cities who have adopted dark sky ordinances were found to be more rural, desert and tourist areas where climate conditions more easily allow the viewing of the stars and night sky. While the Settlement Agreement specifically identified consideration of standards from the City of Palm Desert, staff also reviewed ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas and San Diego and other cities, and the IDA recommendations.

Based on the review of existing Municipal Code standards and other communities dark sky ordinances, staff has proposed updated standards in Attachment 3 of this report. Many of the standards in the existing ordinance were used; however a number of items from IDA recommendations and ordinances such as Palm Desert's were utilized to incorporate dark sky practices. The major modifications to the existing lighting ordinance include:

- Revised development and performance standards to include maximum wattage for light bulbs on single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);

- All lighting designed with full cutoffs to fully shield light fixtures on residential-multiple family and all non-residential properties.

- A further reduction of permitted light trespass or spillover lighting onto adjacent properties for all non-residential (commercial and industrial) and multi-family residential properties to a maximum of 0.25 foot candle maintained lighting measured from within five (5) feet of any property line. The existing City standard is 0.50 foot candle. The revised standard is consistent with language provided within the Palm Desert Ordinance.

- The inclusion of lighting height limits on hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet. Non-residential lighting height limits shall be a maximum of 30 feet, except within 100 feet of a residential use, where lighting shall be reduced to a height of 20 feet and walkway/courtyard lighting to a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.

- The addition of athletic field lighting standards to include horizontal cutoffs to reduce lighting above the fixture for new and retrofit lighting designs and a maximum lighting value used in lighting recreational athletic fields of an average maintained 50 foot-candles.

- The modification of existing street light standards to include the installation of street lighting solely for the purpose of illuminating the public right of way and conformance to the city street lighting standards, including the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

The dark sky standards would apply to all new development and to existing development/parking areas that are enlarged or altered. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to review of a new or revised point by point photometric lighting plan.

Specific language of the above sections of the Municipal Code can be found in Attachment 3 of this report, which includes a strikeout/underline version of the language added and subtracted.

REVIEW PROCESS

Staff originally presented the item to the City Council at the October 20, 2009, Study Session meeting as in conjunction an overall review of City efforts included in the Highland Fairview Corporate Park Settlement Agreement. During the study session meeting, existing and proposed standards were discussed, with the City Council recommending that staff bring back proposals to incorporate guidelines of the International Dark Sky Association and exterior lighting standards of jurisdictions such as Palm Desert which have created dark sky ordinances.

Subsequently, staff established a subcommittee of members from various internal departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utilities and Parks and Community Services. Collectively, all internal departments and representatives of the subcommittee have drafted revised lighting language and/or reviewed draft dark sky lighting standards. All members of the subcommittee have agreed to modify the ordinance as is presented and attached to this report.

The next step in the process is to have the Planning Commission review the proposed amended lighting standards and recommend to the City Council for final review and action.

ENVIRONMENTAL

The proposed Municipal Code Amendment (PA10-0022) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines in that there is no possibility that the proposed activity and the modification of existing light standards to further prevent light spillover into adjacent properties and the night sky would create the potential for a significant impact upon the environment.

NOTIFICATION

A 1/8 page public hearing notice for this development code amendment was published in the local newspaper. The Sierra Club was also notified of the meeting.

REVIEW COMMENTS

Staff sent out the final draft of the modified lighting ordinance to eleven (11) lighting designers and experts in the field that have previously submitted photometric lighting plans to the City, inviting any comments on the draft language to be provided. Staff did not receive any comments during or since the 30 day transmittal period.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Prepared by:	Approved by:
Mark Gross, AICP Senior Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-10
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code.
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

2. Case Number: PA10-0022 Modifications to Title 9 of the Municipal Code for Dark Sky

Case Planner: Mark Gross, Senior Planner

ASSOCIATE PLANNER GROSS – Good evening Vice Chair Baker and members of the Planning Commission. I'm Mark Gross, Senior Planner. Staff is presenting the proposed amendment to current lighting standards found in five sections of the Municipal Code. The amendments relate to additions of dark sky, provisions for the general site street and recreational lighting Citywide. Now you may ask why we're actually going through the provisions of updating our Code. There are a number of reasons actually why we are doing this at this particular time.

First of all, the lighting standard modifications are a direct result of a settlement agreement reached in January 2010 between the Sierra Club, Highland Fairview and the City of Moreno Valley regarding the approval of the Highland Corporate Park Project and so we had to actually come back and look at the current lighting standards and see what we can do to make it a little more dark sky in this particular instance. It is also the result of review of concerns of various development projects located in more hillside residential areas in the north and east portions of the City.

Now the addition of the modification of existing lighting standards in this case is going to, for the most part, curtail and revise any degradation of the night time visual environment; the night sky. It is going to minimize or help to minimize glare and obtrusive light by eliminating outdoor lighting that is either misdirected or excessive or in some instances unnecessary. It will also conserve energy and resources to the greatest extent possible and it is also going to help protect the natural environment from the damaging effects of night lighting.

Staff has in this process reviewed existing standards and local jurisdiction and dark sky ordinances and there were a few out there; not a lot of dark sky ordinances out there, but what we did is we focused on a couple of items. First of all, the international dark sky ordinance, and there were sample ordinances that the settlement agreement looked at which wanted us to look at Palm Desert, and there were other cities out east of us that actually had dark sky ordinances, but again few and far between. What I would like to do at this point in time is just to highlight some of the changes that you are going to see with this particular lighting ordinance amendment.

Now the first item that it is going to provide is it is going to revise the development and performance standards to include maximum wattage of light bulbs for single family residential and multiple family residential and that would be 100 watts of incandescent lighting and 26 watts of fluorescent and also for

non-residential; the commercial and industrial properties there will be a maximum lighting standard of 250 watts of high intensity discharge lighting. The design of all the lighting will be with full cutoffs; so you are going have any lighting with projects that would have full cutoffs and would be fully shielded for residential, multiple family and non-residential properties; so that would be industrial and commercial type properties.

There will be further reduction of light trespass from one property to another so you'll get again a reduction of spill-over lighting from adjacent properties for all non-residential, commercial and industrial and multiple family residential, which is currently measured from within five feet of the property line, and it is now going to be at a quarter foot candle minimum maintained lighting for that area.

Now this does differ from the standard that we have currently, which the measurement is actually at the property line and it is a half a foot candle, so it is reducing the lighting. It is also going to include height limits on hillside residential lighting and not exceeding eight feet with all other residential areas; excuse me that would be hillside residential areas and then all other residential areas not to exceed twelve feet. Non residential lighting height limits shall be a maximum of thirty feet except within 100 feet of the residential use where lighting shall be reduced to a height of 20 feet and there will be a reduction of courtyard and walkway lighting, which would be a maximum of twelve feet in height.

Now in addition, there are going to be a couple of modifications into the general lighting section of the code and two additions you are going to have for lighting for parks, athletic field and trails and it is pretty much taking the standards of what we have and it is minimizing the spillover of lights and it is also going to be providing fully shielded lighting and horizontal cutoffs that would be required and you also have the street lighting section that is actually moving over from one section in 9.08.190 to actually this section, which will again include installation of street lighting solely for the purpose of illuminating public right-of-way and conformance to the City street lighting standards.

Now there will be provisions in this particular code for the addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10 pm or the close of business, whichever is later and until dawn or the start of business, whichever is earlier and I did want to stress with these particular standards that we are looking at, the standards in this ordinance is applying only to new projects and existing projects that are either modified, enlarged, reconstructed or changed from previous configurations. So again, existing standards or existing development will not have to meet these particular standards, they will meet what is in place currently before this standard would go into effect.
Now tonight the Planning Commission would be required to review and provide a recommendation to City Council on the proposed lighting development code amendment. I did want to mention that based on the environmental review of the

proposed amendment, the item is exempt from California Environmental Quality Act, CEQA Guidelines, pursuant to Section 15061 in that there is no possibility that the proposed activity may have the potential for a significant impact upon the environment.

Noticing was provided for this amendment as a 1/8th page display ad in the local newspaper. A copy of the notice was also mailed to Sierra Club and George Hague who was involved in the initial law suit and subsequent settlement agreement and we did tonight or today I should say, receive a couple of… we actually had one call and we had two emails and I believe you would have gotten a couple of those emails. One actually is from the Sierra Club that pretty much is recommending support of the ordinance amendment as recommended by Staff and presented this evening. That concludes Staff's Report and I'll be happy to answer any questions.

COMMISSIONER OWINGS – Mr. Chairman, may I address some questions?

VICE CHAIR BAKER – Yes, surely

COMMISSIONER OWINGS – Mr. Gross, just some background information for this; for my behalf and maybe possibly for the other Commissioners just to clarify. Out of the lawsuit, it was agreed with the City or in the settlement agreement that we would just look at these standards. I notice in your Staff Report that you made a survey of several cities; surrounding cities; Redlands, Riverside I believe do not have a similar ordinance. In your survey of those cities was there any information from the staff of those cities why they do not have this?

SENIOR PLANNER GROSS – Well that is correct, that the surrounding cities did not have a dark sky ordinance. They were some provisions like Riverside I think have some very minor provisions in their Code, but I did not see anything or any specific dark sky requirements for the other two cities.

COMMISSIONER OWINGS – Were any of those concerns possibly potentially public safety concerns or economic impact and development concerns that cities do not have these because who is against dark skies, so there must be some reason why the cities around us have chosen not to adopt these standards.

SENIOR PLANNER GROSS – Well, I think you are seeing more and more opportunity to provide these types of standards. I think in my review of what I looked at as far as a survey, the majority of the cities that I looked at other than Beaumont which is very close to us, there was a full dark sky ordinance involved with that city. Of course Palm Desert and some of the desert communities had it. From what I see the majority of the areas that actually provided these standards were more rural in nature and they were more of a kind of I guess recreational-type community. John may want to add to that.

PLANNING OFFICIAL TERELL – Yes, if I can interject…we're calling this a dark sky ordinance. If you've been to some place like Prescott, Arizona or Sedona, Arizona, this is not that type of a dark sky ordinance. The minimum and maximum foot candle in the proposed ordinance is exactly the same thing as the proposed ordinance, so we're not reducing any amount of light but basically directing and shielding it. There is a proposal in here which actually matches what we do in City parks currently which is a reduction of 50 percent of the lighting after a business is closed. That is exactly what happens in the city parks today.

COMMISSIONER OWINGS – Mr. Terrell has there been any estimation about the additional cost to the City in terms of enforcement. In yours and my tours of the City, it seems like the City is so strapped in terms of enforcement that it can't even enforce the City sign ordinances, so every block you go to you see a violation of the City's current sign ordinances, so has there been any estimation about the additional cost placed on the City for enforcement and also has there been any study done in terms of public safety. I mean this is a community that is much different than Prescott, Arizona…

PLANNING OFFICIAL TERELL – Yes and that's why I was pointing out that it was different. The Police Department was part and Mark didn't say this but it was I think in his report, we had an inter-staff committee that included members from the Police Department, our street lighting folks, public works; all the folks that are involved and some parks and recreation and so this was vetted through them. There was not a particular concern from the Police Department that this was going to cause issues as long as there was still lighting over doorways and entrance ways and that is not required to reduce by 50 percent at night.

COMMISSIONER OWINGS – Was there any survey or study done that would give us some indication as to the possible or the potential cost to the new developers to the community who are thinking about developing here? If you can go to Redlands and not meet these standards or you can go here and have to meet the standards. Was there any type of discussion along those lines?

PLANNING OFFICIAL TERELL – We did not. The other thing that is in Mark's report was we did send this out to all the lighting companies that have done business in the City in the last three years with a copy of the ordinance requesting their input and unfortunately none of them chose to provide any input, which you can say they were too busy or you can say they didn't have a major concern, so we can't interpret why they didn't respond, but we did make that outreach. I would pause it that since we're reducing the lighting requirements potentially, that it is not increasing the costs. There is a cost for shielding the lights. We already require shielding of lights so this is just putting it in the code something that is pretty much required on every development already, so I understand your concern. If I had to pause at a reason why say the City of Redlands doesn't have this, it is probably because they require these things

through some other venue or they have a very old code. I don't believe that there is anything in Redlands or Riverside where you drive through neighborhoods and there are glaring light problems there, so this is not meant to be revolutionary. I was at and you are correct though, this is the study; this Staff's recommendation based on looking at these other communities, it our recommendation on reducing lighting levels to potentially create a better aesthetic and not affect public safety, because that was very important and that's why we included the Police Department in the review of this ordinance.

COMMISSIONER OWINGS – Well thank you very much, I appreciate it.

COMMISSIONER DOZIER – I didn't understand full cutoff? Could you explain what that means by full cutoff? I assumed it just meant cutting the light off but you know…

COMMISSIONER OWINGS – It has to do with cutting the lighting off and shielding yes.

COMMISSIONER DOZIER – Okay, so full cutoff versus what half cutoff.... I mean…

PLANNING OFFICIAL TERRELL – It means that and if you look at most lighting fixtures in newer developments or even in older developments like Town Gate Project, it means that there is a shield that goes around the four sides of the light. There certainly are lights where they are cutoff; ball field lighting is a good example where it doesn't have full cutoffs because they are trying to cover a much wider area and full cutoff is like this; ball field lights or some other lights you might find something like this. The opposite of that is the kind of lights that people have that tilt up and shine directly out and that's not a full cutoff, so the idea is that all four sides of the light focus the light down towards the ground where you are trying to provide visibility.

COMMISSIONER DOZIER – I think I understand that. Now if you are taking a light bulb that is 250 watts and you are putting full cutoff and you are directing the looms down to the ground you are getting less lighting out around that, so if I'm in a parking lot the light is coming down but it's not necessarily going out in that direction. I understand the desire to want to cut and diffuse lights so that we can see the sky; I guess that's the Sierra Club's position. In some of our newer shopping centers I think we've used this full cutoff lighting and I get a little concerned because in a parking lot where people have to go some distance to their car, it does cut down on the visibility within that parking lot.
In some parking lots and I'm going to use an example; I'm going to use Fresh N Easy on Iris and Perris. I've been in that shopping center in the evenings and it is very dimly lit once you leave the light even around the store. Even around the store there is not a lot of lighting, so I find it a little hard to accept that there wouldn't be a problem with Police enforcement because it's just not as lit and I

even have concerns about my wife if she is parked too far away from the front of that Fresh N Easy getting to her car because the looms are different and the lighting is different from other shopping centers that don't have those.

So I kind of would feel a lot more comfortable if someone would categorically say to me that cutting in a public shopping center, the ability to light that parking center parking lot that that is not increasing the potential for more crime or illegal activity. Everybody would like to see the sky but we would also like to be safe when we go out at night. A lot of the communities that we used as an example are more rural and they are out in the desert, they have clear skies and they see more stars than we might ever see, so it might be little unfair to use those cities who are trying to get that view, especially if you got out to Arizona or places in the desert. I just feel more comfortable if I thought that the overall policy wasn't going to cause situations that would put the public perhaps in more peril because of the lack of light at night. I don't get that based on what I read in your report. I understand the reason for it and I understand why the Sierra Club is pushing for it, but I'm not so convinced that the safety factor is there.

COMMISSIONER OWINGS – Mr. Chairman, I follow your remarks. It's not only in the urban areas or in the developed areas because there is plenty of examples of what you are talking about; the new Target on Nason. There are parts of that area out there you know, you could probably steal the bank and no one would know, but talking that a step further to your own personal residence, shouldn't you be the judge of what wattage or lighting is necessary for your home to be protected and be safe and this ordinance seems to take or these changes to the proposed ordinance seem to take those discretions away from the homeowner and the property owner. Now I was a 23 year resident of Redlands; you're a resident of Redlands now, there are plenty of areas in Redlands that have just as many problems as this City has and those are people with the main deterrent of crime in those areas is well lit properties and you can into those areas of Redlands and you will see they are lit and I'm sure it's the same in Moreno Valley, so I think it's more broad than just a question of the developed areas. It is the personal safety of the people in their own homes.

PLANNING OFFICIAL TERELL – But again to respond I guess, is that we did have the Police Department review this proposal. They did not express any particular concerns. Their main concern was lighting as far as crime, lighting over doorways. The minimum lighting standard isn't changing based on this ordinance.

COMMISSIONER OWINGS – But Mr. Chair it does have a minimum on the property owner for I think you said it was 100 watt.

PLANNING OFFICIAL TERELL – Well the minimum lighting that is required is one foot candle in a commercial center, so I think that was Commissioner Dozier's concern in a commercial center. The minimum lighting standard is not

changing. As far as yes on single family residential, there is a maximum wattage. You asked about compliance and the cost of doing that, like any ordinance that we have; voluntary compliance is 99 percent of what occurs. This would only most likely come into play; this would only come into play for obviously industrial and commercial where we would actually review the lighting the plans and make sure they meet the standards and that is not changing, but on single family residential, we don't have lighting plans for single family residential unless they are building something like a lighted tennis court and then in fact the code has always had a requirement plan where people are putting in a lighted tennis court.

COMMISSIONER OWINGS – So to clarify, is this portion just a revision, redundant, unnecessary or all of the above.

PLANNING OFFICIAL TERELL – Redundant… it provides an opportunity for people that are bothered by high light levels to have a fixed standard so that when there is a complaint, we actually have something; a specific standard to…

COMMISSIONER OWINGS – And that comes to my next point, because if you are not willing to take care and enforce the thing across the board to all people concerned, then I really have a problem with ordinances and laws that go unenforced. I don't believe we really need a law that isn't enforced. Your comments to me about the sign ordinance; why have one if we don't enforce it. I think there are a lot of priorities in the City that should come first before this priority and I intend to vote no on this and I appreciate the Staff's work on it and your honest portrayal of it. Thank you.

VICE CHAIR BAKER – Okay who is up next?

COMMISSIONER VAN NATTA – I kind of see some truth in what he is saying there. I was listening to this and you know you are saying eliminate unnecessary lighting and you're talking about residential lighting and I'm like who decides what is unnecessary. If we're going to put something in place that enables my neighbor to call in for enforcement because they feel that my porch light is a little too bright, you know it is getting a little bit too intrusive and I didn't write down what you said was the maximum watts allowed in residential, but what was it; 110 or 120…

PLANNING OFFICIAL TERELL – 100 per light bulb.

COMMISSIONER VAN NATTA – 100 watts?

PLANNING OFFICIAL TERELL – Yes 100 watt light bulb

COMMISSIONER VAN NATTA – I don't like that. I mean if I want a really bright light in my house I should be able to have it without having some sort of rule

saying that I'm not going to, but if you are going to tell me that and you're not going to enforce it anyway, why even put it in. That doesn't make sense. The other question that I had is how is this going to affect somebody who is going to bring a business in and then they are told or by the way you may feel it is necessary to leave the exterior of your building well lit at night to cut down on vandalism and graffiti and trespassing and all that kind of stuff, but we're going to tell you that at 10 o'clock you are going cut that way down. The same was mentioned about the parking lot lights. Maybe we don't have numbers that say that a less well lit parking lot is going to reduce crime, but if I'm walking through a parking lot, I like to be able to see where I'm going and not worrying about tripping and can I see what I'm doing when I'm putting my groceries in my trunk and things like that. It's all very well and good to say that as a City when we are installing the City lights; the street lights; the exterior lights and everything; those be shielded, but is it really necessary to put all of these restrictions that might affect the willingness of somebody to bring more business to the City.

PLANNING OFFICIAL TERELL – Yes I agree. This is from our research, I anticipated that requiring the reduction of the lights after 10 o'clock might be one of the more controversial elements of this and it is certainly within the purview of the Planning Commission to make that voluntary rather than mandatory or to say we're not going to do it at all, but the current standard requires people to have their lights on all night long even if their business is closed, so this is kind of saying going the other way that we're going to require that you lower the light levels for energy conservation, but certainly the Planning Commission if you so chose could say don't do it at all or make it voluntary. You're the advisory board and we're just making the recommendation.

COMMISSIONER VAN NATTA – Well then if it is not necessary to have the lights on all night long, why can't you just make that simply optional; you can have your lights at night or you can turn them off. It is your choice as a business owner how well you want to have your building lit and how much you want to pay for your electricity.

COMMISSIONER OWINGS – Well I think as a business owner; speaking as a business owner, we have the ability to make those decisions on our own without the City telling us and as having the distinction of having the single largest one day loss in the history of American road insurance; 625 thousand dollars for 23 vehicles stolen, lighting is certainly proven to be… it was the silliest conservation thing we've ever done was to cut the lighting off at midnight and suffer a 625 hundred thousand dollar catastrophic loss of which the insurance covered it, but the deductible was several hundred thousand dollars and so I think each businessman has to make that consideration.

The second thing is this, a new business coming into town, you said you'd grandfather certain businesses; well lighting for fast food and things of that nature is certainly a plus for a new business would be at a disadvantage to an old

business as a result of the fact that one business across the street would be able to brightly light himself through all his hours of operation and a guy across the street might not. So those are all considerations and it is a little bit like getting closing the barn door after the cows are gone. This is a City of 150 to whatever estimate you believe thousand and to start making these now you know in anticipation of us doubling or tripling I think is unrealistic.

COMMISSIONER CROTHERS – I definitely like the idea of the dark sky for communities where you go to expect to see the dark sky. Communities such as Palm Desert, Palm Springs, Beaumont, Encinitas and San Diego; those are all cities where you go specifically to see the dark sky; to see the ocean; to see the views; to see Tempe, Arizona where you see all the rocks around you and those formations. This City is not like those cities. This City is very well populated and there are businesses all over our City and I think my main concern is safety and security. I don't want the light in the parking lot facing down and shining on my feet. That is not where the person's face is that may potentially attack me. I want that face well lit so that you know if anything happens there is a camera around and that face can be caught on camera. I don't think that me being a single female you know, working and shopping in our City, I don't think it is safe to cut off the lights. I can't get over that and I can't vote for this project knowing that I could be putting people at risk and I think that the lighting standards that we have already in place are doing just fine. I don't think that I've ever been somewhere and thought to myself oh my gosh it is just so bright and I wish they would cut these lights off at 10 pm. In fact in a lot of places at 10 pm I'm thinking to myself I wish there were a lot more lights around here because I don't feel safe getting out of my car or driving around the neighborhood.

PLANNING OFFICIAL TERELL – I'm sorry I didn't mean to interrupt but we're not in the deliberation stage of it yet, we're in the question stage, but understood, but I will remind everybody that the cutoffs are a current standard. They're not a new standard and the lights are at 20 or 30 feet in a shopping center, so the idea is the coverage is I believe it is a one foot candle at a certain distance above the pavement. It is not at the pavement, so just to clarify, but we are still in the question/answering stage and I believe you may have a Speaker Slip so we need to kind of avoid deliberation yet.

COMMISSIONER CROTHERS – Okay I think I have one more question.

VICE CHAIR BAKER – Okay one more question here.

COMMISSIONER VAN NATTA – So a couple of things you say we already have this in place and we already have that in place, can you maybe very simply tell us exactly what is changing with this rather than just reading the whole thing because now you are saying we already have a cutoff at 10 o'clock or whatever. What is different; what part is different?

PLANNING OFFICIAL TERELL – I think Mark identified those and I'll reiterate them. The first change is limiting specifically the wattage of the bulbs that can be used in residential and commercial. So that is a change. Currently we rely on the minimum and maximum foot candle, so the minimum and maximum foot candle aren't changing but the type of fixture you can have is limited by this proposal. So that's a proposed change.

The second is this concept right now we allow a half foot candle at the property line. This would reduce that to a quarter foot candle five feet back from the property line. That is usually the landscaping, so that is a standard that is more stringent than the current code.

The third I believe has to do with the height of the fixtures. In a hillside area I believe it is currently 12 feet and we're suggesting 8 feet as the maximum height of a light fixture in a hillside area. The residential limit of 12 feet isn't changing. The maximum in a shopping center of 30 feet isn't changing. The stepping it down to 20 feet closer to the property line is a change and for courtyards; we usually refer to this as pedestrian level lighting in the courtyard of an apartment building, that would be a maximum of 12 feet and the current standard is 15 feet.

Reducing the lighting by 50 percent at 10pm or when the business closes, whichever is later, that is a change. The current standard actually requires the lights to be on all night long, so the property owner doesn't have the option of turning them off or reducing them under the current code. Adding in specific standards for public parks; we have standards for public parks but they are in the Public Works Code but this adds it into the code to kind of provide consistency and so the public can go and say what is the standard for that and it will be in the code, so that's not a change, but we're putting it in the code. The street lighting is not changing at all. That is a section of the code that we're moving from one area of the code to another. The wording is changed slightly but again street lighting is a public works standard and…

COMMISSIONER OWINGS – Mr. Terrell, not to interrupt your thoughts…

PLANNING OFFICIAL TERELL – No, those are all of them

COMMISSIONER OWINGS – But how would this affect future development in the Moreno Valley Auto Mall?

PLANNING OFFICIAL TERELL – The Auto Mall is exempt because it is in a Specific Plan that has its own lighting standards, but the lighting standards currently in the Auto Mall don't meet the City standards. They were unique standards specifically because of the use that is there, so they are exempt from this.

COMMISSIONER VAN NATTA – So basically we could make all these changes and because existing things are exempt and certain specific areas are exempt, it really wouldn't make much change at all except for in a few places.

PLANNING OFFICIAL TERELL – The changes I would say are relatively minor but there a few of those points that you all have had some significant discussion on, so we're starting to get into deliberations so I'm trying to stop short of that, but I just wanted to point out what the specific changes are and as Mark said they do only affect new development. There a few areas that are exempt and the Auto Mall is specifically one that is exempt and it is primarily for new development but those areas that I mentioned, those are the areas that are changing. The other thing we tried to do here is really integrate the whole lighting standard so they are all in one place just to make easier for people to find them. That has nothing to do with dark sky; it has to do with making it a more accessible code section.

COMMISSIONER VAN NATTA – Okay so the full cutoff and the full shielding and stuff you were talking about, that isn't a change that is already in place?

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER VAN NATTA – Okay so if you have full cutoff for full shielding, what is the difference between an 8 foot light and a 12 foot light as far as the dark sky is concerned?

PLANNING OFFICIAL TERELL – Well obviously the closer you have the light to the ground the less spillage you have because the light is still going to spill out, but it doesn't make a big difference. Having a lower standard on a hillside is… when you are a hillside and our hillside ordinance is very stringent; the idea is that if you look up at the hill you will more likely see the lights of the houses as opposed to street lights or lights sticking up above them. That is not a significant change, but it is meant to reduce the light levels in the hillside areas only.

COMMISSIONER VAN NATTA – But doesn't that bring the light down to where like you know maybe a vehicle passing under them can hit them or I mean I can reach 8 feet myself and touch a light. Wouldn't that be more prone to damage or something if it was shorter?

PLANNING OFFICIAL TERELL – Well it doesn't refer to street lighting, so street lighting standards are different, but the private lighting; yes even a 12 foot light… there are vehicles that certainly could hit those but the intent is that most lighting in a residential area neighborhood is either on a post that it is on the front yard or along the side of the driveway or it is on the building itself and it just lowers it a little bit. The 12 foot standard for single family has always been in the code and that's typically right over the garage door would be about 12 feet.

COMMISSIONER VAN NATTA – But then if you lower that to 8 feet then they wouldn't be able to put it in the eave of a house to eliminate the backyard…

PLANNING OFFICIAL TERELL – That is correct. In the hillside area that would be restricted so that's certainly something that you may want to consider.

VICE CHAIR BAKER – Are there any other questions? Okay we're going to open this item up to our Public Comments. The first one will be Michael Geller.

SPEAKER GELLER – Good evening. You know this is a time when you just say no. This kind of garbage; this is extortion by the environmentalists who don't care about anybody but themselves. The light is out of the bottle. Who is kidding who? You're not going to see the sky in this City. Anyone who thinks they are, are living in fantasy land. You can pass all these new ordinances to just make it harder for anyone to develop; create a double standard or so called double standard; create an enforcement nightmare and you're still not going to see any stars. You know get out and look.

I was here 26 years ago when you used to be able to see the stars. It's gone. It's done. I regret it to some extent although we didn't have any street lights; that's why we could see the stars. There were no street lights and the street was pitch black. We've chosen public safety over some things and that's the way it goes, but you know this extortion by these environmentalists to force the cities to do things that aren't necessary; aren't needed; don't need to be here; just adding new enforcement mechanisms and new little games to play and more ways to challenge developments is not a positive way to move things along.

We need to tell people if you want to get an ordinance passed then fine lobby and get it passed, but hold a gun to someone's head to try to get an ordinance passed and that's exactly what happened here. The Sierra Club held a gun to try and prevent development in the City. Enough is enough. Tell them no. The City did their part. All the Settlement Agreement said was you had to look at it; you've looked at it; say no; recommend to City Council and turn it down in full and be done with it and you know let's show that the residents in the City; not the three members of Sierra Club are going to run the City and tell the City what to do and you know we have rights too. You know all the rest of the residents; our Sierra Club members also have rights; people that own land have rights and enough is enough. You know there is nothing wrong with saying no.

You have a lot of legitimate concerns, but the biggest thing is that it is unneeded; it is unnecessary. It is not going to serve one iota of good. We're not going to see any stars. You know if they want to see the stars they are going to have to go out to the desert. It is an unfortunate truth. It's just the way it is, but this isn't going to change it and why do get into these fantasies that we're going to fix problems that can't be fixed by all these band aid ordinances. All it does is to make… instead of 400 conditions, they'll be 500 conditions of approval to get a

stupid project approved and you know you can say enough. The City has done its part and I would hope that you'll just tell the City Council no and if they want to pass it then they'll pass it, it's ultimately their choice, but you know it is your choice to tell them we don't think it's needed. Anyway thank you and I have to go pick my wife up from the airport.

VICE CHAIR BAKER – Thank you Michael. Our next speaker is Steve Jiannino. If you just state your name and address so we can have that on the record.

SPEAKER JIANNINO – Okay I'm Steve Jiannino and my address is 24701 Valley Ranch Road, Moreno Valley and I have to disagree with Mr. Geller. I can see the stars. I live in the hillside. I live off of Ritchie Vista. I can see the stars and I would like to continue to see the stars. It's a wonderful thing, so I want you to recommend approval of this to the City Council. Thank you.

VICE CHAIR BAKER – Okay, thank you. Okay we have no more Speaker Slips, so I'll close Public Testimony and now we are going to go into Commissioner Debate.

COMMISSIONER CROTHERS – I won't take up too much time saying what I've already said at the wrong time in the meeting, however my standing is that in cities such as Palm Springs, Encinitas and San Diego; those are the cities where you really go to see the dark sky; you go to see… you know if you went to the desert and didn't see the stars, you would be sorely disappointed in your visit in the desert. That is just one of the attractions to it. I think that Moreno Valley as a whole has a good lighting position already in place and I don't think that this will serve to provide any more dark sky to the people who already live here. For Mr. Jinnino I envy you, I wish I could see the stars from my house, however you know I live in the middle of a development and I'm not lucky enough to live on the outskirts or in the hills; maybe someday, if I'm here that long. But you know, I do have to say that we've looked it; I've read it and I'm going to have to say no.

COMMISSIONER RAMIREZ – Thank you. In the wake of the most recent events that have taken place in our community, I'm very concerned that eliminating or reducing any kind of lighting is going to help our community as far as security goes. Having served in the Marines and having served in combat I know that strategically in order to operate efficiently it is easier to do it in the dark where you can't be seen. That's where you can operate and get away with things, so reducing lighting is not only going to promote crime but I believe it is going to make it more difficult for people to witness crimes as well, so I understand all sides and I can hear all sides of the discussion, but as a whole and for the utmost security of our community and given the wake of things that have happened and transpired in the last six months, I don't believe that reducing any lighting is going to help us here, so that's all I have to say and therefore I will be voting no against this. Thank you.

COMMISSIONER DOZIER – Well the first condition or the first change was limiting the bulb wattage for residences. I think that's kind of intrusive. I think I agree with my fellow Commissioner Mr. Thomas Owings that that is intrusive and I don't like that. I just feel like for my own personal safety and the safety of my family that I should be able to decide how much light I need in my front or my back, so I don't agree with the first change right there and you know if you pass an ordinance like this, the Home Depot and all of the different stores are going to know that ordinance exists and they are going to change their stock and they are going to make it more difficult for me to light my house the way I want to light it. I just don't see; I just couldn't go along with that I'm going to vote it down even just for that one reason. I don't hold any avarice against a Sierra Club for trying to save the natural world so to speak; that's their mission; that's what they do; but there are some limitations. There are some limitations when they are forcing some of us who aren't quite as passionate about some of those issues as they are and they certainly have tried to impose some of those on us that I think in this case affect our personal liberties and some of our choices and I don't appreciate that. I think you can be over-zealous and you can love something with so much of a passion that you infringe on the rights of others to make those decisions for them and that's unfortunate. I think that is happening in this case and I will vote against it as well.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – I think I already said it too. I think we'll begin learning when to ask questions and when to debate, but this is our first night so we're granted a little bit of leeway I think. Yes just going through the points where changes are being made, I don't see any need; any reason for these changes. I don't personally have any 100 watt bulbs in my house, but I reserve to put one in if I want to or 150 watt or whatever I can find if I decide for some reason I want more light. I think when you start cutting down the amount of lighting that the business owner can have around the perimeter; around their building or restricting the owners decision about when to have lights on and not to have lights on around their business, that should be the business owner's decision. I don't like the current requirement that they keep them on all night long either; you know let the business owner decide how much light they need for protection of their premises and as for the hillsides; if I have a two story house or even a one story house on a hillside and I want to put a light where I can illuminate my landscaping or my patio area or whatever and I'm restricted to putting it at 8 feet which is just a couple feet above the top of my head, you know it is very restrictive. I'd have to put in twice as many lights to get the coverage for my landscaped backyard or whatever for those patio parties and all that, so I just don't need to say anything more about it. I don't like it.

VICE CHAIR BAKER – Thank you

COMMISSIONER SALAS – Yes I'll be short. I just don't… I'm not behind approving an ordinance that I think it is impossible to enforce. How are we going to enforce this? We don't have enough code enforcement and for a lot of other stuff that is a lot more important than this, so I'm not for it either.

COMMISSIONER OWINGS – I just would like to address the City Staff that lifted an eyebrow when they thought that my comments were slipping and away from questioning and into deliberation. Those were rhetorical remarks and meant to be rhetorical questions. You know one thing you said when you were talking to me in the questioning period when the real questioning period was, that there was some consolidation and Staff felt comfortable about those consolidations of getting all these type of lighting type issues into one area. You know I would really recommend and support a move to do that because anything that makes it easier and clarifies those things for developers and citizens makes sense, so I would hope that we wouldn't have to come to one of these type of ordinances in order to do those kind of consolidations and would recommend that Staff do that whenever possible and bring those to the Planning Commission and the City Council on their own volition when those changes need to be addressed. I've already made myself clear as to how I'm going to vote against recommending this to City Council and thank you very much for your good work.

VICE CHAIR BAKER – Okay on this lighting ordinance I'm of the position that more light is better than less for our security issue and with things that happen. We need the lighting level. I can appreciate maybe consolidating some of that together. I don't know how we do that without rearranging our ordinance or something. How is that done? I can see if you move something over from public works into the lighting deals but do you have to change the whole ordinance to do it?

PLANNING OFFICIAL TERELL – Yes well based on your discussion and this is the kind of discussion that we are supposed to have at Planning Commission, so what I would recommend for your consideration is that you approve the ordinance excluding of the provisions that increase the regulation; so those specific changes that I mentioned. You can approve the consolidation aspect and the wordsmithing; what I call wordsmithing and fortunately based on staffing levels this is when we have the opportunity to suggest some of these things because there is urgency to do something so we can… when we look at an ordinance, we don't sit back and say they want a recommendation on dark sky and that's all we're going to do; we kind of look at where we can fix what is not necessarily broken but might not be as clear as it could be, so I mean I would suggest that you might want to approve the consolidation aspect of the ordinance and delete those items that are changes that increase the regulation on the lighting levels and based on that the Council can agree or disagree, but then what we would do is we would go back and revise the ordinance and this is maybe what we might want to do now, is we could take your input into consideration; revise this ordinance; bring it back to you and then you could

recommend that ordinance to the City Council. They would also see the original proposal and they could decide Plan A or Plan B.

VICE CHAIR BAKER – I think that makes a lot of sense.

COMMISSIONER OWINGS – I think that makes more sense because I would not want to be in a situation where we are sending mixed messages to the Council. The message this Planning Commission should send to the Council is this. We don't want the Dark Sky Ordinance period but we do recognize that Staff needs to have some consolidations of these. It is unfortunate that you chose this as the vehicle to do that in my opinion. I appreciate your situation…

VICE CHAIR BAKER – Part of it we were mandated by the Sierra Club right, so that was part of it.

COMMISSIONER OWINGS – But it was our choice to try to and consolidate ordinances using it as a vehicle. It was an opportunity that presented itself to you guys to do something that needed to be done and for that you should be applauded. But I just really wouldn't want to put the same message out to the City Council that we liked it in any way shape or form.

PLANNING OFFICIAL TERELL – And again as I said you choose to, you could ask Staff take your comments into consideration and come back with a revised ordinance that incorporates those comments and then you get to review it again and you could recommend that there is no urgency for it go…

COMMISSIONER OWINGS – Speaking for myself, I would prefer not to do that. I would prefer to vote the recommendation down with the recommendation that the Staff come back with those consolidation efforts in a second ordinance.

PLANNING OFFICIAL TERELL – The only reason I'm suggesting doing it this way is because we've got to go Council anyway, so we're going to Council and then theoretically they would generally, I think support…

COMMISSIONER OWINGS - I know you guys think is form over substance but really the message has to be clear from the Planning Commission that it doesn't in my opinion; that it does not want this ordinance and mixed messages in any way shape or form. It just needs to make a clear statement that that is what we stand for and if you guys want to consolidate those types of ordinances we can do those separately. I realize that it is more efficient your way but I think it sends the wrong message.

VICE CHAIR BAKER – We're not under the hammer to move on. I mean we can deny this tonight and then at a later date if you want to bring that back like Tom says to consolidate, we can look at that at a different time. We can get this thing off the board here.

PLANNING OFFICIAL TERELL – Yes you can do that but you're making a recommendation of denial so for us is potentially…

VICE CHAIR BAKER – We're going to need some help here whoever makes this because if we move to approve then we move against the approval.

PLANNING OFFICIAL TERELL – No, we'll work on that in a minute

VICE CHAIR BAKER – It gets a little hairy in these deals

PLANNING OFFICIAL TERELL – You can take whatever action you like to send, but the message you're sending… you're recommendation is going to City Council and…

VICE CHAIR BAKER – They can override that too

PLANNING OFFICIAL TERELL – They can override that or change that, yes

VICE CHAIR BAKER – And they have before

COMMISSIONER VAN NATTA – The only thing that I wanted to say that I didn't; that I would like to see that is kind of hinted to in this is that the lighting being reduced after the business closes and you're saying the current code requires them to stay open to stay lit all night long; that they have the option of reducing their lighting after closing or after 10 pm, whichever is later or whichever is earlier; sorry.

PLANNING OFFICIAL TERELL – Okay and as you know and any… we do verbatim minutes of the meeting, so whatever you said tonight will be in the packet for the City Council, so we'll see all your discussion.

COMMISSIONER OWINGS – We have to hope that they read that though

PLANNING OFFICIAL TERELL – And certainly to the extent and Mark is an expert at this; what we would do as part of the Staff Report is we would highlight the concerns and certainly that one or more Commissioners mentioned this or that. We try to characterize that in there, so it's very helpful to note that there is something there that is maybe a current change from the code that you might want to recommend.

COMMISSIONER VAN NATTA – If everyone else feels the same way as I do about it.

COMMISSIONER OWINGS – So some housekeeping here a little bit… when the Planning Commission as a group wishes the Staff to take a look at these types of

inconsistencies in the ordinances and to try to correct those is there a mechanism that you suggest we do in terms of do we pass a resolution; do we…

PLANNING OFFICIAL TERELL – No pretty much what we do is when we have discussions like this; I have a list in my office. I write things on my list and someday when we get to them. Literally that is what happens because we try to do what I call a cleanup ordinance. We used to be able to do them every year and now it is like every other year, so we add these kind of clarifications in with that, so it will go on the list regardless, so you don't need to take a formal action.

COMMISSIONER OWINGS – So then in terms of just a matter of procedure for my knowledge, when you have a negative, I noticed the previous minutes there is just this tremendous agonizing over how to vote yes when you are meaning no and can a simple motion to deny; couldn't someone make a simple motion here to recommend that the City Council not approve this ordinance pure and simple?

PLANNING OFFICIAL TERELL – Yes you can and what you'll need to do based on that is we'll bring back a resolution for validation at your next meeting that is I guess…

COMMISSIONER OWINGS – That would be more reflective of our thoughts

PLANNING OFFICIAL TERELL – … that you're not recommending and so your action tonight if I understand and I think I pretty well understand and the consensus here is that you would deny the proposed… so it's really deny… well don't deny the resolution; basically recommend; take number 2 there and change approve to deny and that's what you do and then based on that we'll bring back a resolution that reflects that action. You'll adopt that resolution of recommending denial and then we'll bring that forward to City Council.

COMMISSIONER SALAS – So we approve to deny

PLANNING OFFICIAL TERELL – No you would just read number 2 and your' action would be to deny the revisions and so it's that number 2 and then based on that we'll bring back a resolution that reflects your viewpoint and then you'll approve that resolution.

COMMISSIONER RAMIREZ – In essence that motion then would not read the preamble and the number 1, you would just move to and then start reading number 2 with the word deny to accomplish what you are asking.

VICE CHAIR BAKER – Okay so are we ready for a motion to move forward on that?

COMMISSIONER SALAS – So I'm going to read 2, right?

VICE CHAIR BAKER – Change Approve to deny

COMMISSIONER SALAS – Okay… **DENY** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

VICE CHAIR BAKER – Very good; do we have a second?

COMMISSIONER OWINGS – Second

VICE CHAIR BAKER – Okay, do a wrap up vote; all in favor?

Opposed – 0

Motion carries 7 – 0

VICE CHAIR BAKER – Staff wrap-up…

PLANNING OFFICIAL TERELL – Okay I have a question and I just want to just kind of a… on Commissioner Van Natta's suggestion, is there general support for doing that or allowing flexibility in having a property owner able to reduce their lighting after they close their business or is that not a consensus?

COMMISSIONER OWINGS – I need to ask a question of you? The purpose of that ordinance is that for public safety; was that the intent of it to cause businesses to keep their lights on so that it would aid in law enforcement?

PLANNING OFFICIAL TERELL – We're not sure because when we posed that question to the representative of the Police Department, they said it wasn't their requirement, so it may have been someone's intent to do that but…

COMMISSIONER OWINGS – Well would it have been their recommendation I guess would have been the appropriate response from them would have been, it's not their requirement but we would like to see it. Guessing would it be their…

PLANNING OFFICIAL TERELL – No, actually in talking with the Police Department the amount of lighting wasn't the key, it was that it was the type of lighting. They were very concerned about the type of fixtures so that you know it was a white light that actually…

COMMISSIONER OWINGS – Right, as opposed to the amber…

PLANNING OFFICIAL TERELL - … amber and the most critical was when businesses are closed, the most critical was the lighting over the doorways and that's what they were very concerned about. They weren't concerned about…

COMMISSIONER OWINGS – But they would like to see that on 24 hrs. a day if they could or at least at night time.

PLANNING OFFICIAL TERELL – Well the idea is this doesn't recommend that the lights be turned off, it just allows them to reduce to 50 percent. If you want to go further and say you know you can turn the lights off…

COMMISSIONER OWINGS – I think it requires further… I like the spirit of the Commissioners, but I think we really need to look into that.

PLANNING OFFICIAL TERELL – Yes, so if the consensus is just to kind of leave that as kind of a suggestion and not as recommendation. I just wanted to clarify that.

COMMISSIONER VAN NATTA – Well I think what you had said earlier when you were speaking to the representatives from the Police Department; they said their only concern was that the doorways be lit, that I think that could be something we could say give the business owner the option after closing or after 10 o'clock to reduce the lighting as long as the doorways remain lit.

COMMISSIONER OWINGS – That's closer to being agreeable.

PLANNING OFFICIAL TERELL – Okay, yes. Does that seem like a general consensus? Just nod.

COMMISSIONER OWINGS – But you probably should put the provison on it that you do have this discussion with the Police Department and make sure that is the way.

PLANNING OFFICIAL TERELL – Right and any final recommendation; any final ordinance should be reviewed, because that is somewhat of a change from what we suggested, so we would still want to review that with the Police Department before anything was actually adopted. So with that, what we'll do is this item will be coming back to you at your next meeting with a resolution that reflects your action tonight and then based on that then we'll go forward to City Council.

VICE CHAIR BAKER – Okay, thank you.

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00113652

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: July 12, 2011

TITLE: Approval of Concessionaire Agreement with Pacifica University, Inc., for the Cottonwood Golf Center

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, approve a long-term Concessionaire Agreement between the Moreno Valley Community Services District and Pacifica University, Inc., to maintain and operate the City's Cottonwood Golf Center and adjacent banquet facility.

BACKGROUND

The City has owned the Cottonwood Golf Center since incorporation. During this time, the City has contracted with two concessionaires to operate the clubhouse/pro shop portion of the course. Whether operated by contract or in-house the golf course has always shown an annual deficit. At one time the operational deficit at the Center was more than $350,000 per year. While the deficit has been reduced significantly, it is anticipated that the deficit will be approximately $199,000 for the current fiscal year.

The City has been operating Cottonwood for the last nine years and has been able to somewhat reduce the deficit; however, we have been unable to make the course cost effective. The proposed contract with Pacifica University indicates their interest in being the concessionaire at Cottonwood including the operation and maintenance of the golf course and the management and operation of the adjacent banquet facility. The proposal, if approved, will immediately reduce the deficit by approximately $70,000 and will completely create a self sufficient golf course within four to five years.

DISCUSSION

At the City Council Study Session in April 2010, staff was directed to retain the maintenance and operation of the Cottonwood Golf Center, while trying to reduce the deficit it incurs. For fiscal year 2009/10, expenditures at the golf course were $336,726 while revenues came in around $71,000 for an annual deficit of $265,726. With some aggressive maintenance changes, staff immediately reduced the fiscal year 2010/11 expenditure budget to approximately $289,886. This reduced the overall annul deficit to $199,886.

Staff met regularly with a newly established Golf Course Committee, comprised of residents that utilize the golf course. Working with this committee, the City adjusted the fee schedule, improved marketing to increase play, and brainstormed as to what would be best for the Cottonwood Golf Center. Along with this staff repaired a massive drainage problem, originally projected to cost more than $300,000, but was completed for approximately $20,000.

On February 23, 2011 staff advertised a request for proposal, subsequently receiving four inquiries. Staff and elected members from the Golf Course Committee conducted in person interviews with all interested parties which resulted in a unanimous decision to begin negotiations with Pacifica University.

Pacifica University is a newly formed athletic and sports management institution currently based in Riverside. Staff has a positive working relationship with the college as their men's basketball and baseball teams have been renting the gymnasium at the Conference and Recreation Center as well as Sunnymead Park's Salas Field. Pacifica University is in the midst of forming women's basketball, soccer, and volleyball along with men's soccer and rugby with more teams on the horizon. The proposal from Pacifica University involves the college golf team assuming responsibility for the maintenance and operation of the golf course as well as responsibility for the adjacent banquet area.

There are many advantages to this unique opportunity including the following:

1. Pacifica University will relocate to Moreno Valley with the name Pacifica University of Moreno Valley.
2. Upon expansion the college will be leasing other facilities within the City for their classrooms.
3. Pacifica University has other money backing this endeavor (tuition and investors) which gives the City an opportunity to have a golf course out of debt.
4. Staff at the course (golf team) will have knowledge of this sport which will be great for the players that frequent Cottonwood.
5. Pacifica University is enthusiastic about immediately helping the CSD in constructing a practice hitting area and eventually improving the kitchen to serve prepared food.

6. The University golf team will be promoting the course in the community especially amongst our youth, providing tournaments and leagues in hopes of increasing play at Cottonwood.
7. Lastly the university students and staff will be frequenting Moreno Valley restaurants, stores, and gas stations which obviously help the City's economy.

The details of the proposed agreement are attached but in short allows the University to retain all revenues for the first three years while freeing up staff expenditures, contractual services, and supply expenses currently incurred by City.

It will be necessary for staff to address certain building deficiencies to get this facility up to code and operating efficiently, while the University will be constructing improvements that will make Cottonwood a more inviting place to visit.

ALTERNATIVES

1. Approve the Concessionaire Agreement with Pacifica University, Inc., to maintain and operate Cottonwood Golf Center for a period of five (5) years with a renewal opportunity for 20 additional years.

2. Not approve the Concessionaire Agreement and direct staff to identify alternatives to reduce funding deficit.

FISCAL IMPACT

By approving staff's recommendation, Cottonwood Golf Center will reduce annual expenses by approximately $70,000 this fiscal year, while eventually eliminating the deficit at the course for the first time in the history of its existence.

SUMMARY

Staff and the Golf Course Committee believe the City has a unique and creative opportunity that benefits the entire community and will help the Cottonwood Golf Center become a successful, more attractive area for residents and non-residents to spend their leisure time. Pacifica University is excited about not only operating the course but also becoming part of Moreno Valley.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Attachment A: Proposed Concessionaire Agreement with Pacifica University

Prepared By:
Michael McCarty
Director of Parks and Community Services

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT A

CONCESSION SERVICES AGREEMENT BETWEEN THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND PACIFICA UNIVERSITY, INC.
(Cottonwood Golf Center)

THIS AGREEMENT is made and entered into this 1st day of August, 2011, by and between the Moreno Valley Community Services District, a Municipal corporation (hereinafter called the "CSD") and Pacifica University, Inc. (hereinafter called the "Concessionaire") whereby said parties agreed upon the following terms and conditions:

RECITALS.

CSD owns a golf course facility and recreation center and related facilities and property located at 13671 Frederick Street in the City of Moreno Valley, County of Riverside, State of California, known as Cottonwood Golf Center ("Golf Course"). The Golf Course includes a 9-hole golf course consisting of fairways, roughs, sand traps, driving range, water areas, maintenance yard, fencing, lawn, restroom facilities, a golf clubhouse, a pro shop, a parking lot, and the adjacent banquet room. Concessionaire will not have use or be permitted into the two rooms north of the banquet room, and the restrooms in this area can only be utilized until outside restrooms at the Golf Course are repaired. Upon repair the restrooms located inside banquet facility will be closed or reconstructed as monies allow.

Concessionaire represents that it is qualified in the management, operation, supervision, and maintenance of all aspects of golf course properties and their related facilities, and that Concessionaire is qualified to manage, operate, supervise, and maintain the Golf Course.

CSD desires Concessionaire to manage, operate, supervise, and maintain the Golf Course on behalf of the CSD, and Concessionaire desires to and has agreed to do so upon the terms and conditions hereinafter set forth.

AGREEMENT.

1.1 Agreement to Manage and Operate Golf Course.

CSD hereby appoints Concessionaire, and Concessionaire hereby accepts such appointment as the operator of the Golf Course during the Term, with full power and authority to carry out all the duties and responsibilities specified herein, upon the terms and subject to conditions hereinafter set forth.

1.2 Standards of Performance; Fiduciary Duty.

Concessionaire acknowledges that there is a relationship of trust and confidence between Concessionaire and CSD, and that Concessionaire has a fiduciary duty to CSD pursuant to this Agreement. Concessionaire shall use Concessionaire's best skill and judgment in performing its duties and obligations hereunder, and shall at all times provide such management, operating, supervision, and maintenance services in a manner which maintains the good name of the CSD; perform its duties and obligations under this Agreement in an efficient, expeditious, prudent, and economical manner, consistent with the best interest of the CSD, in accordance with generally approved practices and standards followed by similarly situated public golf courses in California.

2.1 General Duties and Obligations.

A. Throughout the term, subject to any restrictions or limitations set forth elsewhere in this Agreement and subject to CSD's approval, Concessionaire shall, at a minimum, do the following:

(1) Fully comply, and cause the Golf Course and all Equipment and Supplies and operation thereof to fully comply with all legal requirements including all laws, statutes, ordinances, codes, orders, rules, regulations, permits, licenses, authorizations, entitlements, and conditions imposed by all federal, state, and local governmental

regulatory agencies and authorities which are applicable as of the date hereof and hereafter become applicable to the Golf Course, the Equipment and Supplies, or the operation thereof, including without limitation, environmental laws.

(2) Apply for, obtain, and maintain in full force and effect, at Concessionaire's expense, all permits, licenses, and authorizations required, whether by CSD, City of Moreno Valley, or by any other governmental agency, that are necessary or appropriate for the management, operation and maintenance of the Golf Course.

(3) Obtain and maintain in full force and effect all insurance required to be maintained by Concessionaire pursuant to this Agreement.

(4) Concessionaire shall diligently and faithfully perform the following services (among others) during the term of this Agreement:

(a) Promote the sport of golf in such a manner that will encourage, and thereby cause, the public to engage in such sport at the Golf Course.

(b) Promote, manage, and arrange for golf tournaments and recreation programs related to the sport of golf at Golf Course.

(c) Manage and conduct the play of golf at Golf Course in such a manner that will permit the public to play in an orderly and non-obtrusive fashion at said golf course.

(d) Operate a pro shop and practice hitting/driving area including, but not limited to, sale and/or rental of golf equipment, non-motorized golf carts, motorized golf carts, and golf-related apparel items.

(e) Maintain an adequate stock of golf merchandise, supplies, and equipment necessary for the operation of a golf shop and in keeping with the demand.

(f) All golf merchandise, supplies, and equipment used in the pro shop operation and practice hitting/driving area shall be the responsibility of the

Concessionaire.

(g) Be responsible for selection, training, and supervision of all pro shop personnel described herein. All payroll related costs, including workers compensation insurance, sick leave, and vacation pay shall be the sole responsibility of the Concessionaire.

(h) Provide close liaison between pro shop management and CSD management in order to aggressively develop methods to improve golf service and build a high level of customer satisfaction.

(i) Generate sufficient revenue to cover expenses of the pro shop operation with a pricing structure partially established by CSD resolution with respect to greens fees, with related prices to be justified by current local market conditions comparable from facility to facility within the county, as per City Council.

(j) Charge and collect from all members of the public who desire to use and play upon said golf course, greens, practice hitting/driving area, and/or lesson fees as from time to time may be established by resolution of the City Council. Fees established by the City Council shall be the maximum fee charged to use and play upon said golf course. Concessionaire may from time to time, with the approval of the Director of Parks and Community Services or his/her representative, provide "discount" and/or "special" rates as a marketing tool to attract additional play. Concessionaire shall not permit, or cause to be permitted, any members of the public to play upon said golf course unless such established greens fees have been collected in advance from such persons.

(k) Concessionaire to maintain a "tee sheet" listing type of fee paid and player's name. Concessionaire shall provide each customer with a receipt for their transaction.

(l) Provide for the sale of food and beverages including beer and

wine in the pro shop located at the Golf Course. Drinking of beer and wine shall be limited to the pro shop/restaurant and not be permitted on the course.

2.2. Throughout the Term, Concessionaire shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the ongoing operation, management, supervision, maintenance, repair, and upkeep of the Golf Course. In performing such tasks Concessionaire shall, at a minimum, do each of the following:

Golf Course

A. Be responsible for and control the play at the Golf Course, including making reservations, starting players, supervision of all of Concessionaire's personnel on the Golf Course, and all other aspects involving use of the Golf Course by members of the public.

B. Provide and supervise all personnel necessary to properly fulfill Concessionaire's requirements under this Agreement, including but not limited to golfing instructors, pro shop staff, driving range staff, putting green staff, and any other persons necessary for the successful and efficient operation of the Golf Course. Concessionaire shall take care to ensure that all staff persons are qualified for their positions and have the ability to relate to the public in the context of a municipal golf course.

C. Concessionaire shall also perform the following services under the direction and supervision of CSD staff as needed:

(1) Water greens, tees, fairways, practice range and landscaped areas.

(2) Change cup locations daily.

(3) Rake traps and repair divots daily.

(4) Edge all sand traps twice monthly.

(5) Verticut all greens not less than four times per year, and more frequently if required.

(6) Aerate greens twice annually, or more if required.

(7) Top dress all greens twice per year.

(8) Mow greens at least four times per week in the months of March through October, and at least twice per week in the months of November through February, or more if required.

(9) Fertilize greens and heavy traffic areas every eight weeks.

(10) Repair tees, including divots, and move tee markers daily.

(11) Spray greens as needed.

(12) Mow fairways twice weekly during the months of March through October, and at least once a week during the months of November through February, or more if required.

(13) Operate the Golf Course and all related facilities during all daylight hours, seven days per week, on all days when the Golf Course is playable. The course may be closed or hours adjusted as per authorization from Director of Parks and Community Services or his/her representative.

Golf Course General Maintenance and Repair.

A. Maintain the clubhouse, pro shop, golf cart storage building, banquet facility, and all other facilities related to the Golf Course in a safe, neat, and orderly condition.

B. Maintain all restroom facilities to ensure that they are constantly and fully equipped and in a clean, sanitary, safe, and orderly condition. Concessionaire shall provide all supplies and materials reasonably necessary for the proper maintenance of

restroom facilities by Concessionaire.

C. Maintain and perform minor repairs to the premises, including but not limited to greens, fairways, tees, roughs, driving range, water areas, maintenance yard, irrigation systems, landscaping, shrubs, trees, planter areas, fencing, lawns, restroom facilities, golf clubhouse, pro shop, parking lot, all personal property related thereto, and all other portions of the grounds and related facilities in accordance with industry standards and established minimum maintenance levels for the Golf Course.

Pro Shop

Concessionaire shall manage and operate the pro shop consistent with the following requirements:

A. At all times maintain a reasonable and adequate inventory of new and used golfing equipment in order to provide Golf Course patrons with a reasonable variety of golfing equipment for purchase or rent. All of the inventory in the pro shop shall be purchased by Concessionaire at Concessionaire's sole cost and expense, and shall be owned by Concessionaire.

B. Maintain the pro shop in neat, clean, safe, and orderly condition

C. Provide golf instruction and other services typically provided to a golf course.

D. Maintain adequate, qualified, and competent supervision of the Golf Course and all related facilities at all times.

2.3 Equipment and Supplies.

A. Equipment.

(1) Definition of Equipment. An inventory of the minimum equipment necessary for the performance of this Agreement by Concessionaire (hereafter

"Equipment") pertains to the following list: one of each, Gang Mower 5 Reel Ground master, Sidewinder 3 Reel Toro, Greens Mower 3250 3 Reel Green master, Tee Mower 3200 Green master, Cushman 01-770, Reel Sharpener. Said inventory may be updated from time to time by written agreement between Concessionaire and the CSD.

(2) Maintenance and Repair. CSD and Concessionaire agree that the inventory of Equipment currently located at the Golf Center is all the equipment and parts necessary for the performance of this Agreement by Concessionaire. Concessionaire shall keep all such Equipment in good maintenance and repair throughout its useful life. Equipment and parts damaged by the Concessionaire shall be repaired or replaced by Concessionaire, at Concessionaire's sole expense.

(3) Maintenance Buildings. Concessionaire is hereby permitted to utilize the maintenance buildings on the Golf Course to store Equipment and Supplies for the maintenance and repair of the Golf Course and related facilities, and Concessionaire shall keep these buildings in neat, safe, clean, and orderly conditions. Concessionaire shall maintain and repair these maintenance buildings, and all damage to said buildings shall be repaired by Concessionaire at Concessionaire's sole expense.

B. Supplies.

Concessionaire shall, at Concessionaire's sole expense, purchase all of the supplies, including but not limited to: gas, oil, grease, all small tools, shovels, rakes, hoes, brooms, fertilizers, weed control products, chemicals, grass seed, cups, flags, flagpoles, tee markers, trash receptacles, sand, special tools to maintain Equipment, and all top dress materials. Concessionaire may purchases such supplies from CSD inventory, if available.

2.4 Additional Repairs and Improvements.

Notwithstanding anything to the contrary in this Agreement, in the event Concessionaire is engaged to perform improvements that are outside the scope of this Agreement, such as installation of kitchen improvements and banquet facility enhancement. CSD and Concessionaire shall agree to the terms of such engagement.

CSD shall be responsible for and bear the cost of all major improvements including but not limited to parking lot improvements, exterior restroom improvements, building access improvements from public right away installation of driving range area, and completion of roof improvements. Concessionaire shall be responsible to provide labor for all minor Equipment repairs, tune-ups, grinding, belt and chain replacements, and all scheduled or manufacturer recommended servicing of Equipment.

Concessionaire and CSD will work together on adding patio cover in back area of golf course, trim scraping, and building paint as needed.

2.5 Utilities.

The Concessionaire shall pay for all utilities and services necessary to carry out Concessionaire's obligations of this Agreement, including but not limited to pest control and janitorial services. Furthermore, internet service, television cable or satellite service, and similar non-essential utilities shall be furnished at the sole cost and expense of Concessionaire.

2.6 Alterations and Fixtures.

A. Concessionaire shall have the right to install and maintain in the pro shop display cases and all other fixtures reasonably necessary for proper operation of the pro shop. Before installing any such fixtures or making any alteration to the pro shop,

Concessionaire shall submit plans and designs for the installation to the CSD for its approval which shall not be unreasonably withheld. Concessionaire shall maintain an up-to-date list of all fixtures, alterations, and improvements installed at the pro shop and shall furnish a copy to the CSD each time Concessionaire removes a fixture or improvement so that both parties have a current list of all alterations and fixtures installed by Concessionaire. At the end of the Term, at CSD's sole discretion, Concessionaire shall restore the pro shop to the same condition as before the alterations and fixtures, as required by the CSD, and Concessionaire will indemnify and defend CSD for all liens, stop notices, claims, or damages caused by the alterations, improvements, fixtures, additions, and removal thereof from the pro shop. In the event Concessionaire fails to remove all of Concessionaire's fixtures and alterations as requested by CSD within five (5) business days of the end of the Term, and restore the pro shop to its original condition, all such fixtures, alterations, and improvements shall become the property of the CSD.

B. Concessionaire shall design to CSD's reasonable satisfaction and approval a fully enclosed practice hitting/driving area. Such improvements, and any other improvements, alterations, and installation of fixtures, to be undertaken by Concessionaire, shall have the prior written approval of the CSD after Concessionaire has submitted to the CSD proposed construction plans and specifications therefore, in writing. Such approval by the CSD shall not be unreasonably withheld. Upon such approval, Concessionaire shall complete such improvements in strict compliance with said plans and specifications.

(1) Following completion of such improvements, Concessionaire shall submit to the CSD:

(a) Itemized statements showing the entire cost of such

improvements, alterations, and fixtures, and

(b) A complete set of "as-built" drawings showing every detail, latent or otherwise, of such improvements, alterations, and fixtures, including, but not limited to, electrical circuitry and plumbing.

(c) All such improvements, alterations, and fixtures (except trade fixtures as that term is used in Section 1019 of the Civil Code) shall be the property of the CSD; provided, however, that Concessionaire may remove, at its expense, such trade fixtures at or prior to the expiration of this Agreement and restore the premises to its original shape and condition as nearly as practicable. In the event Concessionaire does not so remove such trade fixtures, they shall become the property of the CSD for no further consideration of any kind, and Concessionaire shall execute any documents that may be required or necessitated in conveying their interest in such improvements, alterations, and fixtures to the CSD.

2.7 Revenue and Compensation.

A. For the first three (3) years of this agreement, the Concessionaire shall keep all revenues generated at Golf Course including all green fees, hitting area revenue, sale of food and beverages, sale of golf products, and all rentals.

B. In years four (4) and five (5), Concessionaire shall remit to the CSD the following amounts.

(1) Ten percent (10%) of all revenues generated from green fees, sale of food, beverages, golf related products, and by rentals.

(2) Fifty percent (50%) of all revenues generated from City installed driving range area.

C. The CSD shall have no responsibility for collection of any monies due the Concessionaire as a result of pro shop operations. The Concessionaire may offer promotional programs and other financial incentives in order to generate additional participation and/or sales including promotional green fees.

2.8 Taxes, Licenses, Permits and Fees.

The Concessionaire shall be responsible for payment of any taxes, duties, fees, or other governmental charges levied or assessed on the food service operation or property. The Concessionaire shall also be required to purchase any applicable permits and licenses (including City business license and any licenses required for alcohol).

2.9 Prohibited Activities.

Concessionaire shall not do, nor cause nor permit to be done, any of the following:

A. Lease, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the Golf Course, related facilities, Equipment, or Supplies.

B. Violate any of the legal requirements or engage in or permit, suffer, or allow the occurrence of, any storage, holding, release, emission, discharge, generation, abatement, disposition, handling, or transportation of any hazardous substance.

C. Make any deletion, modification, alteration, or improvement to the Golf Course or related facilities other than expressly authorized.

D. Except for fertilizers, pesticides, and fuel and motor oil reasonably necessary for operation and maintenance of the Golf Course, and except for any other substances and materials reasonably necessary for the operation and maintenance of the Golf Course (all of which shall be used, installed, kept, and maintained in compliance with all applicable legal requirements), place or cause to be placed in, on, under or around the Golf Course or

any related facilities any hazardous substance. Concessionaire hereby agrees to indemnify, defend (through counsel reasonably satisfactory to the CSD), and hold CSD harmless from any cost, expense, loss, damage, or other liability, including all costs of testing, monitoring, and remediation incurred by CSD as a result of any breach of Concessionaire of its obligations under this section.

3.1 Books and Reports.

A. Throughout the Term, Concessionaire shall maintain in accordance with generally accepted accounting principles, consistently applied, full and separate books and records for the Golf Course with entries supported by documentation sufficient to allow CSD to ascertain the accuracy of such books and records. Concessionaire shall provide legible, complete copies of such books and records to CSD at such times at CSD request. Concessionaire shall ensure the necessary control over accounting and financial transactions as is necessary to protect CSD's assets from theft, error or fraudulent activity by Concessionaire's staff.

B. Concessionaire shall prepare and submit to CSD, no later than ninety (90) days after the end of each fiscal year, an Annual Operating Report for the immediately preceding fiscal year which shall be in such form and contain such information as CSD may require.

3.2 CSD's Right to Audit.

All books, records, and supporting documentation maintained by Concessionaire pursuant to this Agreement and/or relating to the Concessionaire's operation of the Golf Course, shall be the sole and exclusive property of the CSD, and shall be made available to CSD at CSD's request at reasonable times during normal business hours. CSD may

examine all books, records, and supporting documentation maintained by Concessionaire relating to the Golf Course.

3.3. Annual Meeting.

During each fiscal year, Concessionaire and CSD shall meet a minimum of one time to establish such things as the contract details relating to maintenance and operation and fee structure.

4. Indemnity.

To the maximum extent permitted by law, Concessionaire and Concessionaire's Parties ("Concessionaire's Parties" mean Concessionaire and Concessionaire's officers, shareholders, partners, trustees, members, agents, employees and independent contractors, as well as all persons and entities claiming through any of these persons or entities) and hold CSD (including CSD's officers, employees, agents, representatives, and their respective successors and assigns) harmless from, and CSD shall not be liable from any and all liability, loss, cost, expense or damage (including but not limited to damage to CSD's property, third party claims, and CSD's attorneys' fees and expenses) resulting from or arising out of (a) the negligent acts or omissions or willful misconduct in the performance by the Concessionaire or Concessionaire's staff or agents hereunder, or (b) any acts by Concessionaire or Concessionaire's staff or agents which are beyond the scope of authority which Concessionaire reasonably believes it has been granted pursuant to this Agreement in connection or relating to Concessionaire's performance of its obligations under this Agreement. Concessionaire shall be obligated to indemnify CSD as described in this paragraph, whether or not there is concurrent negligence on the part of the CSD, but shall not be so obligated to the extent that a court of competent jurisdiction

has established that said liability was caused by CSD's sole active gross negligence or willful misconduct.

5. EXEMPTION OF CSD FROM LIABILITY.

To the fullest extent permitted by law, Concessionaire, and on its behalf and on behalf of all Concessionaire Parties, as a material part of the consideration to CSD, hereby waives all claims (in law, equity, or otherwise) against CSD arising out of, knowingly and voluntarily assumes the risk of, and agrees that CSD shall not be liable to Concessionaire or Concessionaire Parties for (i) injury to or death of any person; or (ii) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause, including without limitation for injury to CSD property or vehicles, or other property or vehicles of the public, and to Concessionaire or Concessionaire's Parties business, or any loss of income there from, or for damage to the goods, wares, merchandise, or other property of Concessionaire or Concessionaire's Parties, or any other person in or about the Golf Course, whether such damage or injury is caused by or results from theft, fire, steam, electricity, gas, earthquake, water or rain, or from the breakage, leaking, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, of from any other cause, whether said damage or injury results from conditions arising on or around the Golf Course or from other sources or places, or from construction or repair, alteration or improvement of any part of the Golf Course or any related structures, or of the equipment, fixtures or appurtenances applicable thereto, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire or Concessionaire's Parties. CSD shall not be liable for

any damages arising from any act or neglect of any occupant or user of the Golf Course, nor from the failure of Concessionaire or Concessionaire's Parties to comply with the provisions of this Agreement. CSD shall not be liable regardless of whether liability results from any active or passive act, error, omission or negligence of CSD or any of its officers, employees or agents. The foregoing exculpation shall (a) not apply to claims against CSD to the extent that a final judgment of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was proximately caused by fraud, willful injury to person or property or violation of law by CSD, or (b) not be interpreted or construed as an attempt by CSD to be relieved of liability arising out of a non-delegable duty on the part of the CSD.

6.1 Commercial General Liability Insurance.

Concessionaire shall, at no expense to CSD, maintain commercial general liability insurance, including products liability and completed operation, and contractual liability coverage, in the amount of Three Million Dollars ($3,000,000) per occurrence on account of bodily or personal injuries, including death, or on account of property damage, arising from or related to the Golf Course, or directly or indirectly, by Concessionaire's acts or omissions in the performance of this Agreement. This insurance shall be a per occurrence policy. The policy shall also cover Operations, Independent Contractors, Products and Completed Operations, Contractual Liability covering Concessionaire's indemnity obligations contained in this Agreement, severability, and cross liability clauses. The limits of liability of the insurance coverage specified in this paragraph may be provided by any combination of primary and excess liability policies carried by Concessionaire.

6.2 Automobile Liability Insurance.

Concessionaire shall, at no expense to the CSD, maintain business automobile insurance in the amount of One Million Dollars ($1,000,000) per occurrence on account of bodily or personal injuries, including death, or on account of property damage arising from or caused, directly or indirectly, by Concessionaire's acts or omissions in the performance of this Agreement and covering the use of all automobiles, trucks and other motor vehicles utilized by Concessionaire or Concessionaire's Parties in connection with this Agreement. This insurance shall be a per occurrence policy.

6.3 Additional Insured Endorsement.

Under the public liability, property damage, and automobile liability insurance required in this Agreement, the CSD and the City of Moreno Valley, their officers, agents, and employees shall be named as additional insured by endorsement and as to such additional insured, the insurance shall be primary and the policies shall contain by endorsement a cross liability clause.

6.4 Workers' Compensation and Employer's Liability Insurance.

Concessionaire shall, at no expense to the CSD, maintain workers' compensation insurance, as required by law, and employer's liability insurance (at a minimum limit of One Million Dollars ($1,000,000) for all Concessionaire's officers, agents, employees, and staff.

6.5 Comprehensive Dishonesty, Destruction, and Disappearance Coverage.

Concessionaire shall, at no expense to the CSD, maintain coverage for comprehensive dishonesty, destruction, and disappearance or the equivalent crime or other coverage, in an amount not less than Twenty-five Thousand Dollars ($25,000), covering, at a minimum, depositor's forgery and theft and dishonesty by all

Concessionaire's employees or agents or staff who may handle funds or property in connection with the Agreement.

6.6 Deductible Self-Insurance Retention.

Any deductible or self-insurance retention shall be certified on a certificate of insurance and approved by the CSD. CSD may require Concessionaire either (1) reduce or eliminate such deductible or self-insurance retention as it applies to the CSD, or (2) procure a bond guaranteeing payment of losses and all costs associated with investigation, administration and defense of claims and/or lawsuits. The bond shall be in a form acceptable to the CSD.

6.7 Certificates.

The insurance required above shall be evidenced by certificate(s) submitted to the CSD which shall be executed by the insurance company or companies involved and which shall state that this insurance may not be terminated without 30 days prior written notice being received by CSD. The certificates shall be submitted to CSD before or at the time Concessionaire executes this Agreement.

6.8 No Representation of Adequate Coverage.

CSD makes no representation that the limits or forms of coverage of insurance specified in this Agreement are adequate to cover Concessionaire's obligation under this Agreement.

7.1 Term of Agreement.

The term of this Lease Agreement will be August 1, 2011 through July 31, 2016. Options to extend this agreement are available upon both parties agreeing on terms for up to 20 additional years.

7.2 Early Termination Without Cause.

Either party may terminate this Agreement upon one hundred eighty (180) days advance written notice to the other party, without penalty or cause.

7.3 Termination Upon Default by Concessionaire.

Upon the occurrence of an Event of Default by Concessionaire, as described herein, CSD may, at its option, and in addition to any and all other rights to which it may be entitled under this Agreement or applicable law, elect to terminate this Agreement. Any such termination shall be effective on the date specified by the CSD in such election; provided, however, in no event shall such date be later than thirty (30) days following the date CSD elects to terminate this Agreement.

The following shall constitute an Event of Default with respect to Concessionaire under this Agreement:

A. Any failure by Concessionaire to perform any of the terms, conditions, or covenants of this Agreement to be observed or performed by Concessionaire within thirty (30) days after written notice from CSD.

B If Concessionaire shall become insolvent or files any debtor proceedings, or any adjudication of bankruptcy is rendered against Concessionaire, or if Concessionaire takes or there is taken against Concessionaire in any court pursuant to any statute of the United Stated or of any state a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a portion of Concessionaire's property, and if the foregoing proceedings are not discharged within sixty (60) days thereof.

C. If Concessionaire makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement of its debts, or it Concessionaire shall permit or

suffer this Agreement to be taken under any writ of attachment or execution, and the same is not discharged within thirty (30) days thereafter;

D. If Concessionaire assigns this Agreement in violation thereof.

7.4 Actions Following Termination.

A. Immediately following any termination of this Agreement for any reason whatsoever, Concessionaire shall assign, convey, transfer, and deliver to CSD, pursuant to an assignment in form and content satisfactory to CSD, all of Concessionaire's right, title, and interest in and to all Operating Contracts then in effect and in Concessionaire's name with respect to the Golf Course as requested by CSD, and Concessionaire shall transfer to CSD possession of all Equipment and Supplies owned by, purchased by or supplied by CSD.

B. Upon any termination of this Agreement for any reason whatsoever, Concessionaire shall, for a period of two (2) months following such termination, assist, and cooperate with CSD to the extent deemed necessary by CSD to ensure an orderly and efficient transfer of the operations of the Golf Course by Concessionaire to CSD or to CSD's designee. This covenant of Concessionaire contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

C. Upon termination of this Agreement for any reason whatsoever, Concessionaire shall surrender the Golf Course and all related structures, improvements, and alterations, in good condition, and in accordance with all other provisions of this Agreement regarding fixtures, alteration, and improvements.

8. Transfer and Assignment.

Concessionaire may not, voluntarily or involuntarily, sell, convey, assign, transfer,

hypothecate, pledge, or otherwise dispose of (or agree to do any of the foregoing) all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto without the prior written consent of CSD, which may be granted or withheld in CSD's sole discretion. Any assignment by Concessionaire without CSD's consent shall be considered any Event of Default and the assignment shall be of no force or effect.

9. Prohibition of Advertising and Certain Displays.

Concessionaire shall not display, nor shall Concessionaire permit the displaying of any advertising or any other postings at the Golf Course that are unrelated to golfing activities, without the prior written consent of CSD, in CSD's sole discretion.

10. Warranties and Representations.

Concessionaire hereby represents and warrants that in entering into this Agreement, Concessionaire has not relied on any statements from CSD or any representative thereof, and has conducted such due diligence and investigations as Concessionaire deems appropriate before entering into this Agreement.

11. Independent Contractor.

Concessionaire and CSD hereby acknowledge and agree that Concessionaire, in performing this Agreement, will be and will at all times act as an independent contractor in the performance of its duties and responsibilities set forth herein, and that Concessionaire will have control of its work and the manner in which it is performed. Concessionaire shall not be considered as an agent or employee of the CSD or the City of Moreno Valley. None of the provisions of this Agreement are intended to nor shall they be interpreted to create a partnership or joint venture between Concessionaire and CSD with respect to the Golf Course or otherwise, and neither party shall have the power to bind or obligate the other

party, except as expressly set forth in this Agreement. Concessionaire shall timely pay all taxes and impositions and for all other benefits required by law and relating to Concessionaire's staff.

12. Right to Inspection.

The CSD shall have the right to enter and inspect the Golf Course and the buildings and the premises as well as any Concessionaire-operated equipment, at any time during business hours.

13. Applicable Law.

This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Golf Course shall be the Superior Court in and for the County of Riverside, and CSD and Concessionaire agree to submit to the jurisdiction of such court.

14. Savings Clause.

Any Provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

15. Attorneys' Fees and Expenses.

In the event of any dispute or litigation concerning the enforcement, validity, or interpretation of this Agreement, or any part thereof, the losing party shall pay all costs, charges, fees, and expenses (including reasonable attorneys' fees and costs) paid or

incurred by the prevailing party, regardless of whether any such litigation is prosecuted to judgment.

16. Non- Waiver.

The waiver by the CSD of any breach of any term, covenant, or consideration herein contained shall not be deemed to be a waiver of such term, covenant, or consideration or any subsequent breach of the same or any other term, covenant, or condition therein contained. No covenant, term, or condition of this Agreement shall be deemed to have been waived by CSD or Concessionaire, unless such waiver is in writing signed by the party against whom such waiver is asserted.

17. Compliance with Applicable Laws.

In the performance of services hereunder, Concessionaire shall comply with all applicable local, state, and federal statutes, regulations, ordinances, and orders now in force or which may be hereafter in force, to include public health sanitation requirements.

18. Equal Employment/Discrimination.

A. Concessionaire shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status with respect to the services to be performed hereunder, and Concessionaire shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issues pursuant to said Acts and Orders.

B. Concessionaire shall not discriminate against or cause the segregation of any person or group of persons on account of race, color, creed, national origin, or ancestry with respect to the services to be performed hereunder, nor shall the Concessionaire or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the services to be performed hereunder.

19. Food and Beverage Laws.

With respect to any food or beverage sales or distribution operation conducted by Concessionaire as a golf play related service, Concessionaire shall keep the pro shop premises in a neat and sanitary condition and shall comply with the California Restaurant Act (Section 28529, et. seq. of the Health and Safety Code) and all applicable laws regarding the sale or distribution of intoxicating liquors. Health grade shall not be lower than an "A" rating.

20. Notices.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties, or to such other addresses as from time to time shall be designated by the respective parties, as set forth as follows:

CSD:
City of Moreno Valley
Parks and Community Services Department
14075 Frederick Street
Post Office Box 88005
Moreno Valley, Ca 92552-0805

CONCESSIONAIRE:
Pacifica University, Inc.
Attention: William Meyers
2764 Ridgeline Dr #101
Corona, Ca 92882

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement on the 1st day of August, 2011_.

MORENO VALLEY
COMMUNITY SERVICES DISTRICT
Municipal Corporation

BY: _____

TITLE: _____

DATE: _____

ATTEST:

_____
City Clerk, in the capacity of Secretary to the Board of Directors of the Moreno Valley Community Services District

Approved as to form this

____ day of

City Attorney, in the capacity of general legal counsel to the Moreno Valley Community Services District

PACIFICA UNIVERSITY, INC.

BY: _____

TITLE: _____

DATE: _____

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MV00113682

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: "BEST PLACE TO DO BUSINESS" ACTION STEPS

RECOMMENDED ACTION

Staff recommends that the City Council approve the Action Steps formulated to help establish a foundation for making Moreno Valley a "Best Place to do Business".

ADVISORY BOARD RECOMMENDATION

On June 8, 2011 the Economic Development Subcommittee approved the recommended "Best Place to do Business" Action Steps.

BACKGROUND

The City of Moreno Valley is moving to improve the economic condition of the community through a variety of methods.

On March 22, 2011, the City Council reviewed and provided input for an Economic Development Plan- Areas of Opportunity brought forth by the Community & Economic Development Department. The twelve specific Areas of Opportunity provide a broad roadmap for the City of Moreno Valley to become a major business development area by creating major employment hubs, successful retail centers and pursuing redevelopment opportunities.

Continuing the process of refining and developing a short-term Economic Development Plan, on April 26, 2011 the City Council adopted a 2-year Economic Development Action Plan containing five initiatives focusing economic development efforts on the Areas of Opportunity that include TownGate, Centerpointe Business Park, South Industrial Area, East Moreno Valley-Rancho Belago, and City Center. Included in the adoption of the 2-year Action Plan was the re-sequencing of specified Capital

Improvement Program projects bolstering the economic impacts within the five key initiatives.

Prior to, and in conjunction with the adoption of the Economic Development Action Plan, many economic development activities were in motion including:

- Reformation of the City Council Economic Development Subcommittee
- Updating of the City's Housing Element
- Conduct a Developer's Workshop
- Collaboration with key Developers to advance development projects
- Study of best practices to make Moreno Valley a "Best Place to do Business"

DISCUSSION

The study of best practices to make Moreno Valley a "Best Place to do Business" was undertaken to identify attributes of successful U.S. cities and some of the methods used to create that success. The results of the study led to the formation of recommendations that are identified for use as the foundation for establishing a broad array of program and/or process changes or new program developments. The recommendations (Attachment A) will be further developed for more specific application to the City of Moreno Valley ensuring they align with the established priorities and goals established by the City Council.

The following searches were used to identify the communities that were reviewed and the practices that were identified:

- Economic Development best practices
- Economic Development award winners
- Cities recognized for being a best place to do business

Of the hundreds of cities considered in the search, thirty communities across the U.S. were selected based on similar populations and/or those within California. They were representative of top U.S. communities utilizing best practices or receiving awards and/ or recognition for being a "Best Place to do Business". Of the thirty communities studied, the Economic Development Subcommittee evaluated 5 cities including Austin, TX; Chico, CA; Raleigh, NC; Santa Clarita, CA; and Seattle WA. Examples of the program ideas shared by these cities include: e-permitting, user-friendly (yet content rich) websites, social media, targeted and effective marketing programs, incentive programs, workforce training, fast-track development services, local vendor preference programs, industry groups, and methods to improve overall quality of life creating a "sense of place".

The recommendations listed on Attachment A are based on the evaluations of the programs and characteristics of those five cities and direction from the Economic Development Subcommittee.

ALTERNATIVES

1) Approve the Action Steps to make Moreno Valley a "Best Place to do Business". *Staff recommends this alternative.*

2) Do not approve the Action Steps to make Moreno Valley a "Best Place to do Business". *Staff does not recommend this alternative.*

FISCAL IMPACT

The implementation of the Action Steps to make Moreno Valley a "Best Place to do Business" will create a positive environment whereby businesses can thrive and quality development can occur, thus improving the potential for a stronger local economy. Specific actions including implementing program changes related to the Action Steps shall be further analyzed on a case by case basis consistent with appropriate funding sources.

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Revenue Diversification and Preservation. Develop a variety of City revenue sources and polices to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

As part of the effort to improve the City's efforts with economic development, the Community & Economic Development Department studied best practices to make Moreno Valley a "Best Place to do Business". The study identified attributes of successful U.S. cities and some of the methods used to create that success. The results of the study led to the formation of recommendations, with the help of the Economic Development Subcommittee, that are recommended shall be used as the foundation for establishing a broad array of program and/or process changes or new program developments. The recommendations (Attachment A) will be further developed for more specific application to the City of Moreno Valley ensuring they align with the established priorities and goals established by the City Council.

ATTACHMENTS/EXHIBITS

Attachment A: Recommendations for Action Steps to make Moreno Valley a "Best Place to do Business".

Prepared By:
Shanna Palau
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Recommendations for Action Steps

to Make Moreno Valley a "Best Place to do Business"

Development Services

- Implement the use of "E-permitting" to accelerate the process of doing business in Moreno Valley

- Expand and strengthen business and development ombudsperson program to include new or expanding small businesses.

- Host quarterly workshops with contractors and developers aimed at improving development processes in Moreno Valley.

- Improve Pre-Project Review Staff Committee (PRSC) and PRSC process to include project management services to small business.

- Create consistent explanation (website and handouts) of codes and processes, and to provide clarity and coordination of development services processes.

Business Attraction

- Identify and form key industry leadership groups to create industry specific synergy in the community helping to mitigate any obstacles to business attraction and help develop strategies to attract industry related business and workforce, improve city processes, and evaluate policies that may require updating to support the objectives outlined in the Economic Development Action Plan.

- Explore policy development for the creation of a tiered Moreno Valley Electric Utility "Economic Development" rate structure and incentive program.

Business Retention and Expansion

- Develop ways to expand the Shop MoVal campaign to provide more exposure for local business and encourage increased business-to-business relationships.

- Pursue ways to increase local vendor preference, including expanding existing procurement policy.

- Implement a new meeting program with local businesses to discuss business opportunities. The Program would be held once a year in each Council District and include the opportunity to talk to the Councilmember, City Manager, and Community & Economic Development Director. The Program will compliment the existing Business Roundtable.

- Enhance the Business Resource Guide.

Marketing and Communication

- Perform an audit of the City's website to ensure that it is user friendly and data rich, and identify areas where processes can be clarified.

- Develop a re-tooled marketing plan to incorporate the following:
    - Cooperative marketing opportunities with targeted area developers to attract tenants
    - Identifying the City as a medical community
    - Brand the City as a job center

- Create an e-newsletter or explore other communication methods to improve residents' and business' knowledge about what's happening in the City.

- Increase use of social media.

- Create and maintain a community calendar to include business networking and education opportunities as well as community events and meetings.

- Explore use of Smartphone apps for improved communication and connectivity.

- Encourage on going feedback (How are we doing?) by posting regular surveys on the city's website.

Community Vitality

The best places to do business also reflect characteristics of the best places to live. These places tend to exude a "sense of place" reflected in aspects of quality of life including activity, arts and culture, and beauty in the environment.

- Explore additional community events- things to do.

- Explore idea of annual corporate sponsorship programs to create marketing value for local business and provide funding for community events.

- Enhance neighborhood groups by implementing community update meetings.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: July 12, 2011

TITLE: Appointment of City Council Ad Hoc Subcommittee for the Purpose of Reestablishing July 4th Events for 2012

RECOMMENDED ACTION

Staff recommends that the City Council appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012.

BACKGROUND

City Resolution 2003-17 enacted the *Rules of Procedure for Council Meetings and Related Functions and Activities.* Section 9.3 Other Committees states "The City Council may by resolution create other standing committees and by motion or resolution may appoint ad hoc committees for particular temporary purposes."

DISCUSSION

During the development of the Fiscal Year 2010/11 budget, the City Council removed funding for the annual July 4th parade and Family Fun Fest due to a significant budget deficit. The budget for the annual July 4th activities in previous years has exceeded $100,000. At the June 14th Council meeting the Mayor and City Council directed City staff to bring back for their consideration options to form a planning and fund raising committee in hopes of resuming the July 4th activities in 2012. Staff recommends the City Council appoint two of its members to an Ad Hoc Subcommittee for the purpose of reestablishing July 4th events for 2012. By definition Ad Hoc Subcommittees are appointed for particular temporary purposes. The proposed Ad Hoc Subcommittee would seek donations to fund the July 4th events and work with Parks and Community Services staff in planning the events.

ALTERNATIVES

1) Appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012. *Staff recommends this alternative as the proposed Ad Hoc Subcommittee would provide fund raising and planning to reestablish the City's annual July 4th community activities.*

2) Not appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012. *Staff does not recommend this alternative as the City's annual July 4th community activities are important to the City's image and promoting community spirit.*

FISCAL IMPACT

Appointing an Ad Hoc Subcommittee will have no fiscal impact to the City.

SUMMARY

During the development of the Fiscal Year 2010/11 budget, the City Council removed funding for the annual July 4th parade and Family Fun Fest due to budget challenges. At the June 14th Council meeting the Mayor and City Council directed City staff to bring back for their consideration options to form a planning and fund raising committee in hopes of resuming the July 4th activities in 2012. Staff recommends the City Council appoint two of its members to an Ad Hoc Subcommittee for the purpose of reestablishing July 4th events for 2012.

COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Mike McCarty
Parks and Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

Item No. G.5

MV00113691

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MV00113692

*REVISED AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

July 12, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street
Teleconference: Phoenix Park Hotel, LLC
520 North Capitol Street, N.W.
Federal City Room
Washington, D.C. 20001

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

MV00113693

***REVISED AGENDA**
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter presentation to Officer Kevin Dixon

2. Proclamation Recognizing Soroptimist International of Moreno Valley

3. Spotlight Business

***REVISED AGENDA**
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
JULY 12, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Diane Gardner

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 22 - July 5, 2011.

A.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of

Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.5 APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue;

2. Authorize the City Manager to execute a contract with Transtech;

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties; and

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

A.6 P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129. DEVELOPER - WESTERN PACIFIC HOUSING, INC. IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

1. Approve Tract Map No. 35760; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129) (Report of Public Works Department)

Recommendation:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system;

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc.;

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

A.8 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY RIVERSIDE SUPERIOR COURT CASE RIC 524877 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500);

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for Los Angeles Engineering, Inc. v. City of Moreno Valley Riverside Superior Court Case RIC 524877; and

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

A.9 TRACT MAP 32707 - REDUCE FAITHFUL PERFORMANCE BOND AND

ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION, TEMECULA, CA 92590 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-72 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system; and

   Resolution No. 2011-72

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 32707 and Accepting the Portion of Lasselle Street Associated with the Project Into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883;

2. Direct the City Clerk to record the Notice of Completion within ten (10)

calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.11 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM C.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to

release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

A.12 FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division;

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC; and

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

A.13 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.5) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.15 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL

CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (ALSO LISTED AS AGENDA ITEM C.6) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.16 RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988. (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief

and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

Resolution No. 2011-73

A Resolution Of The City Council Of The City Of Moreno Valley, California, Rescinding Resolution No. 2005-30, And Re-Designate And Authorize Certain City Officials To Execute Applications And Documents For Purposes Of Obtaining Financial Assistance Under Section 404 Of Public Law 93-288, As Amended By The Robert T. Stafford Disaster Relief And Emergency Act Of 1988

A.17 FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis;

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS; and

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

A.18 AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC; and

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services"

has been signed by all parties.

A.19 FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA; and

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

A.20 RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD) (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

Resolution No. 2011-74

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Convenience Require the Sale of a Remainder Parcel Excess to Public Use

A.21 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-75

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.22 APPROVE THREE-YEAR AGREEMENT WITH CANON BUSINESS SOLUTIONS TO EXTEND THE CURRENT COPIER CONTRACT (Report of: Financial & Administrative Services Department)

Recommendation:
Approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

A.23 STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES (Report of: City Manager's Office)

Recommendation:
Approve the proposed staff assignments in support of Council Member participation with regional agencies.

A.24 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.25 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.26 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD, DEVELOPER: CITY OF

MORENO VALLEY, MORENO VALLEY, CA 92552 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

A.27 PA07-0090 – EUCALYPTUS STREET IMPROVEMENTS - AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.28 PA07-0090 – EUCALYPTUS WATER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.29 PA07-0090 – EUCALYPTUS RECYCLED WATER – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.30 PA07-0090 – EUCALYPTUS SEWER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF

LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.31 PA07-0090 – LINE F STORM DRAIN IMPROVEMENTS – REQUEST TO RATIFY THE PARTIAL REDUCTION TO THE IMPROVEMENT SECURITY AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN PROPER CLEARANCES ARE RECEIVED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553. (Report of: Public Works Department)

Recommendation:

1. Ratify the partial reduction to the public improvement security provided by the City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090;

2. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District; and

3. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM A.11) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

C.5 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO

ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.13) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.6 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (ALSO LISTED AS AGENDA ITEM A.15) (Report of: Public Works

Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

C.7 AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS - PROJECT NO. 08-89791725 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement on behalf of the Community Redevelopment Agency; and

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Continued from March 22, 2011 and May 24, 2011) (Report of: Community & Economic Development Department)

Recommendation:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010,

316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
That the City Council, after conducting the individual Public Hearings and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

Recommendation: That the CSD:
That the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

E.3 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE

PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

   If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

   ADOPT City Council Resolution No 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution;

   Resolution No. 2011-76

   A Resolution of the City Council of the City of Moreno Valley, California, Denying a Change of Zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an Approximate 55 acre site, Located within Assessor's Parcel Numbers 488-330-003 through -006 and -026

2. OR

   If the City Council elects to overturn the Planning Commission decision, and approve the project:

   ADOPT City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

   Resolution No. 2011-77

   A Resolution of the City Council of the City of Moreno Valley,

California, Certifying the Final Environmental Impact Report (P08-133), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the West Ridge Commerce Center Project, Generally Located on the South Side of State Route 60, on the North Side of Fir Avenue/Future Eucalyptus Avenue and Approximately 650 Feet West of Redlands Boulevard

3. INTRODUCE Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change the Zone From Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

4. INTRODUCE Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

5. ADOPT City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

Resolution No. 2011-78

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA08-0097 for Development of a 937,260 Square Foot Warehouse Distribution Facility on 55 Acres Located Within Assessor's Parcel Numbers 488-330-003 Through -006 and -026

6. ADOPT City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the

resolution as Exhibit A

Resolution No. 2011-79

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Tentative Parcel Map 36207 (PA09-0022) to Combine the Existing Five Parcels Located Within the Project Site into a Single 55 Acre Parcel

E.4 A PUBLIC HEARING FOR CONSIDERATION OF THE REVISION OF TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT, SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, APPLICATIONS FOR LIGHTING, SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR GENERAL ON-SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING CITYWIDE. THE APPLICANT IS THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no action is required. Should the City Council choose to adopt the new standards, the following actions are required:

   RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. INTRODUCE Ordinance No. 831 approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

   Ordinance No. 831

   An Ordinance of the City Council of the City of Moreno Valley, California Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV

Applications for Hillside Development Section 9.16.235 “Hillside Design Guidelines”, Article VI Applications for Lighting and Section 9.16.280, “General Requirements” and Chapter 9.15, Section 9.15.030 “Definitions” Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPROVAL OF CONCESSIONAIRE AGREEMENT WITH PACIFICA UNIVERSITY, INC., FOR THE COTTONWOOD GOLF CENTER (Report of: Parks and Community Services)

Recommendation: That the City Council:
Acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, approve a long-term Concessionaire Agreement between the Moreno Valley Community Services District and Pacifica University, Inc., to maintain and operate the City's Cottonwood Golf Center and adjacent banquet facility.

G.3 "BEST PLACE TO DO BUSINESS" ACTION STEPS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Approve the Action Steps formulated to help establish a foundation for making Moreno Valley a “Best Place to do Business”.

G.4 APPOINTMENT OF CITY COUNCIL AD HOC SUBCOMMITTEE FOR THE PURPOSE OF REESTABLISHING JULY 4TH EVENTS FOR 2012 (Report of: City Manager's Office)

Recommendation: That the City Council:
Appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	Fire Station No. 65 Replacement Site
APN:	APN 297-170-077
Owner:	Group V San Bernardino
City's/Buyer's Negotiator:	Chris Vogt
Under Negotiation:	Price and terms of payment

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia

Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

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MV00113724

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
JUNE 28, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of Morning Optimist Club of Moreno Valley

2. Volunteers of the Year 2010 - Steven Morel, Jarrett Wegelin, Trent Terrell, Jarred Endres, Kyle Dagenhart, and Tim Barnes

3. Spotlight Business

MINUTES
REGULAR MEETING OF CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES
SPECIAL MEETING OF MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

JUNE 28, 2011 - 6:30 PM

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:36 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Deacon Richard Heames, St. Patrick's Roman Catholic Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem (left at 9:45 p.m.)
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Barry Foster	Community & Economic Development Director
Chris Vogt	Public Works Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 8-21, 2011.

A.4 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2011/2012 RATE ADJUSTMENT (Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Accept the improvements into the City's maintained road system.

A.6 APPROVAL OF CHECK REGISTER FOR APRIL, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

Resolution No. 2011-63

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of April, 2011

A.7 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

Recommendation:

Approve Resolution No. 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

Resolution No. 2011-64

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $91,557 Allocation

A.8 ORDINANCE NO. 827 - AN ORDINANCE AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011, BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendation:

Adopt Ordinance No. 827 - An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

A.9 SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - MELAD & ASSOCIATES (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.10 THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - WILLDAN (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders

through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.11 APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANAGER TO ISSUE ANNUAL PURCHASE ORDERS (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

A.12 PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

A.13 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF

THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

Recommendation:

1. Review and approve project recommendations for Cycle 3 of the federal Safe Routes to School (SRTS) grant program; and

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

Resolution No. 2011-71

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program

A.14 PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.; and

Resolution No. 2011-67

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Project Number PA07-0090 and Accepting the Redlands Drainage Improvements Associated with the Project into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

Resolution No. 2011-68

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Eucalyptus Electrical Improvements as Complete Within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.16 PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THE THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained street system the Theodore Street public improvements within project PA07-0090 upon acceptance by the City Engineer as complete; and

Resolution No. 2011-69

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Number PA07-0090 and Accepting the Portion of Theodore Street Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.17 PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.19 PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.20 PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

ADJOURNED THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

CALL TO ORDER

CALL TO ORDER - The Special meeting of the Moreno Valley Public Facilities Financing Corporation was called to order at 6:50 p.m. by President Stewart in the Council Chamber located at 14177 Frederick St.

ROLL CALL

Board of Directors:

Richard A. Stewart	President
Jesse L. Molina	Vice-President
William H. Batey II	Board Member
Marcelo Co	Board Member
Robin N. Hastings	Board Member

PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA

President Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

G. REPORTS

G.1 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD; DEVELOPER: CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

Motion to pull the item from the agenda by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

ADJOURNED THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AT 6:53 P.M.

RECONVENED JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (opposes).

Recommendation: That the CSD:

1. After conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Jeffrey Giba and Deanna Reeder.

Recommendation: That the CSD:

1. After conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

E.3 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health

and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

E.4 A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT A AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI. (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

Resolution No. 2011-66

Resolution of the City Council of the City of Moreno Valley Denying PA09-0027, A Conditional Use Permit to Allow Alcohol Sales (Beer and Wine) at the Existing Convenience Store Located at 21748 Cottonwood Avenue APN # 263-160-037

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Bob Walker (opposes), Maricela Lopez (opposes), and Justin Kim (representing applicant).

RECESS
RECONVENED

Motion to Approve as amended to allow alcohol sale during the hours between 8:00 a.m. and 8:30 p.m. by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that a nice reception for Mr. Holland, Deputy Secretary of the Air Force for Facilities, was held at Supervisor Marion Ashley's home; Mr. Holland was given a tour of March Joint Powers area and the base; a formal meeting with wing commander and military personnel, Joint Powers members and civil engineers will be held to discuss several issues, including the potential for the developer to actually relocate BX and the commissary to inside the base at the developer's expense and use that area for expansion of medical facilities.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to make following appointments for terms expiring June 30, 2014:

The Arts Commission: Lorna Kendrick, Lauretta Phillips and Nina Heirs;
The Environmental & Historical Preservation Board: Gerald Michael Budlong and Gregory A. Hagans;
The Library Commission: Beverly A. Crockett, Kristina Dixon and Cathy Merkt;
The Parks & Recreation Commission: Bill Alvarez and George Brummer;
The Recreational Trails Board: Margie Breitkreuz and Gilbert Brooks;
The Senior Citizens' Board: Delorise Anderson, Donna Annetta and Thelma Dunn;
The Traffic Safety Commission: Lawrence Baird, Mary C. Cole and Arthur W. Higgs.

Motion to approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership; and

Resolution No. 2011-70

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley with MV Hemlock Limited Partnership, a California Limited Partnership and Approving and Authorizing Execution of an Affordable Housing Agreement (Home) Between the City and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership; and

Recommendation: That the RDA:
Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

Resolution No. RDA 2011-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Agency Member Robin N. Hastings, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 825 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2 (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of:

Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.2 .2 ORDINANCE NO. 826 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Marie Hyta
1. Spending priorities; building a new fire station on Morrison; Station 58; salary of city administrator

Deanna Reeder
1. Redevelopment fund for the Aquabella project
2. Conduct during council meetings

Alicia Espinoza
1. DUI check points

Kenny Bell
1. Meetings of Home Owners Associations
2. Citizens' input/contributions

Librada Murillo
1. in Spanish

Jeffrey Giba
1. Increase of theft from recycle bins; thanked police officers for great job

Sue Gilchrist
1. Residents' contribution/input
2. Retirement benefits
3. Rancho Belago signs

Louise Palomarez
1. Red light camera on Day Street
2. Commended the Council for awarding alcohol business license and for supporting businesses
3. Rancho Belago signs

Victoria Baca
1. Fourth of July celebration
2. Cultural events in the City
3. Wished everyone a safe and happy 4th of July

Joe Bautista
1. Budget - reorganization in the City Clerk's Office

Pete Bleckert
1. Gate at Hemlock Street

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Congratulated Council Member Hastings for being installed as the new Chair of the Western Riverside Council of Governments

Council Member Co
1. Inquires about the incident with the tow truck company and a lost car
2. Attended WRCOG General Assembly reception with Condoleezza Rice as a speaker; was very impressed with the speaker, who talked about real things in life, is very humble and direct when talking to people

Council Member Hastings
1. Thanked Mr. Bell for his kind comments and for attending the Moreno Valley Crime Prevention meeting; thanked Chief Anderson for attending the meeting to address concerns about the crime, and what can be done about it; it was a very productive and well-attended meeting; appreciates the opportunity to meet with residents
2. Will be participating in the July 12 City Council meeting via teleconference; will attend a WRCOG meeting in Washington, DC, for the AB 811 program; more information about the program can be found on WRCOG Web site; anticipates that applications will be available at the end of this month
3. Appreciates the support for the 4th of July program; Thanked City Manager Garcia for the seed money; encouraged residents to volunteer
3. Addressed speaker's comments opposing shooting rangers – stated that this is a valuable program - payment of fees will allow the center to stay open; emphasized that residents' comments are not ignored and they are appreciated

Mayor Stewart
1. Responded to speaker's comment regarding Redevelopment Agency's support for the Burlington Coat Factory; said that the City is assisting new and existing businesses, as businesses generate sales tax revenue; the Economic Development Plan was developed to improve infrastructure and to retain existing

businesses
2. Fourth of July celebration with fireworks is expensive; the City is going to work very hard to have the celebration the next year
3. Regarding concerts - last concert he attended a few weeks ago was a patriotic concert at the Conference and Recreation Center, and it was a standing room only; it is provided for free four times a year; other cultural events are also held in the City
4. The Council received only three applications for three openings on the Arts Commission - encouraged residents to apply, get involved and help out
5. Addressed comments regarding clapping during council meetings - we don't allow outburst of support or opposition, as it is intimidating to speakers

Adjourned to Closed Session at 9:41 p.m.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

RECONVENED Regular City Council Meeting at 10:02 p.m.

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract 19862:	"Yes" - 3;	"No" - 6;	Invalid - 7	-failed
Tract 19912:	"Yes" - 7;	"No" - 24;	Invalid - 0	-failed
Tract 20941:	"Yes" - 10;	"No" - 14;	Invalid - 0	-failed
Tract 21737:	"Yes" - 0;	"No" - 3;	Invalid - 1	-failed
Tract 23371:	"Yes" – 3;	"No" - 7;	Invalid - 0	-failed
Tract 31591:	"Yes" – 1;	"No" - 6;	Invalid - 0	-failed

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract No. E-1:	"Yes" - 440;	"No" - 542;	Invalid – 6;	-failed
Tract No. E-2:	"Yes" - 139;	"No" - 257;	Invalid – 11;	-failed
Tract No. E-3A:	"Yes" - 34;	"No" - 66;	Invalid – 2;	-failed
Tract No. E-4:	"Yes" - 212;	"No" - 393;	Invalid – 14;	-failed

2. Verify and accept the results of the mail ballot proceedings as

identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

Motion to Adjourn by m/Council Member William H. Batey II, s/Council Member Marcelo Co. Approved by a unanimous vote.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:10 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees
enl

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: July 12, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of June 22 – July 5, 2011.

Reports on Reimbursable Activities June 22 – July 5, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	6/22/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	6/23/11	Leadership Moreno Valley
Jesse L. Molina		None
Richard A. Stewart	6/23/11	Leadership Moreno Valley

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00113750

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On July 13, 2010, the City Council awarded a construction contract to Riverside Construction Company, Inc. and authorized the issuance of a purchase order in the amount of $4,124,375.14. The work consisted of the construction of Storm Drain Line H along Ironwood Avenue from the Ironwood Avenue/Heacock Street intersection to the Davis Street/Ironwood Avenue intersection, then southerly in Davis Street to the Indian Detention Basin. The work also included construction of street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive, completion of missing portions of Storm Drain Line H-1A from the Davis Street/Ironwood Avenue intersection to the Indian Detention Basin and in Ironwood Avenue between Indian Street and Hubbard Street, and minor clearing for SCE poles on the north side of Ironwood Avenue between Heacock Street and Perris Boulevard. On July 13, 2010, the City Council also approved the Reimbursement Agreement for the Eastern Municipal Water District improvements which appropriated sufficient funds from EMWD for relocation of four conflicting water lines.

The City issued a Notice to Proceed to Riverside Construction to start the work on October 4, 2010. The length of the contract is one hundred seventy (170) working days, which has been adjusted by Contract Change Order due to weather and other approved work. Riverside Construction anticipates completing the project by mid July 2011.

On April 26, 2011, the City Council approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC&WCD) which set forth the City's responsibilities and the District's responsibilities for post-construction maintenance of the facilities.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company by mid July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $3,850,000 which is not expected to exceed the approved purchase order amount of $4,124,375.14. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after

the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in delaying payment to the Contractor, thereby delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). The project is also partially

funded with 2005 Lease Revenue Bonds (Account No. 501.82625), Development Impact Fee (DIF) program funds (Account No. 416.78727), and the EMWD water line facilities were reimbursed by EMWD through a revenue set-aside in fund 414 (Account Nos. 414.80423 and 414.80424). The funds utilized for this project were designated for the Indian Basin and Ironwood Avenue capital improvements only. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91726)	$3,153,000
Fiscal Year 2010/2011 (Account No. 501.82625)	$933,000
Fiscal Year 2010/2011 (Account No. 416.78727)	$962,000
Fiscal Year 2010/2011 (Account No. 414.80423)	$185,000
Fiscal Year 2010/2011 (Account No. 414.80424)	$109,000
Total Budgeted Funds	$5,342,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$3,850,000
Design Support Costs during Construction	$109,000
Construction Geotechnical Services	$95,000
Construction Survey Services	$55,000
Project Administration and City Inspection*	$190,000
Total Project Construction Costs	$4,299,000

*Public Works staff provided project administration and primary inspection services.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff anticipates Riverside Construction Company will complete construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive improvements by mid July 2011. Staff requests the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are

completed, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, authorize the release of retention money to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Margery A. Lazarus, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00113756

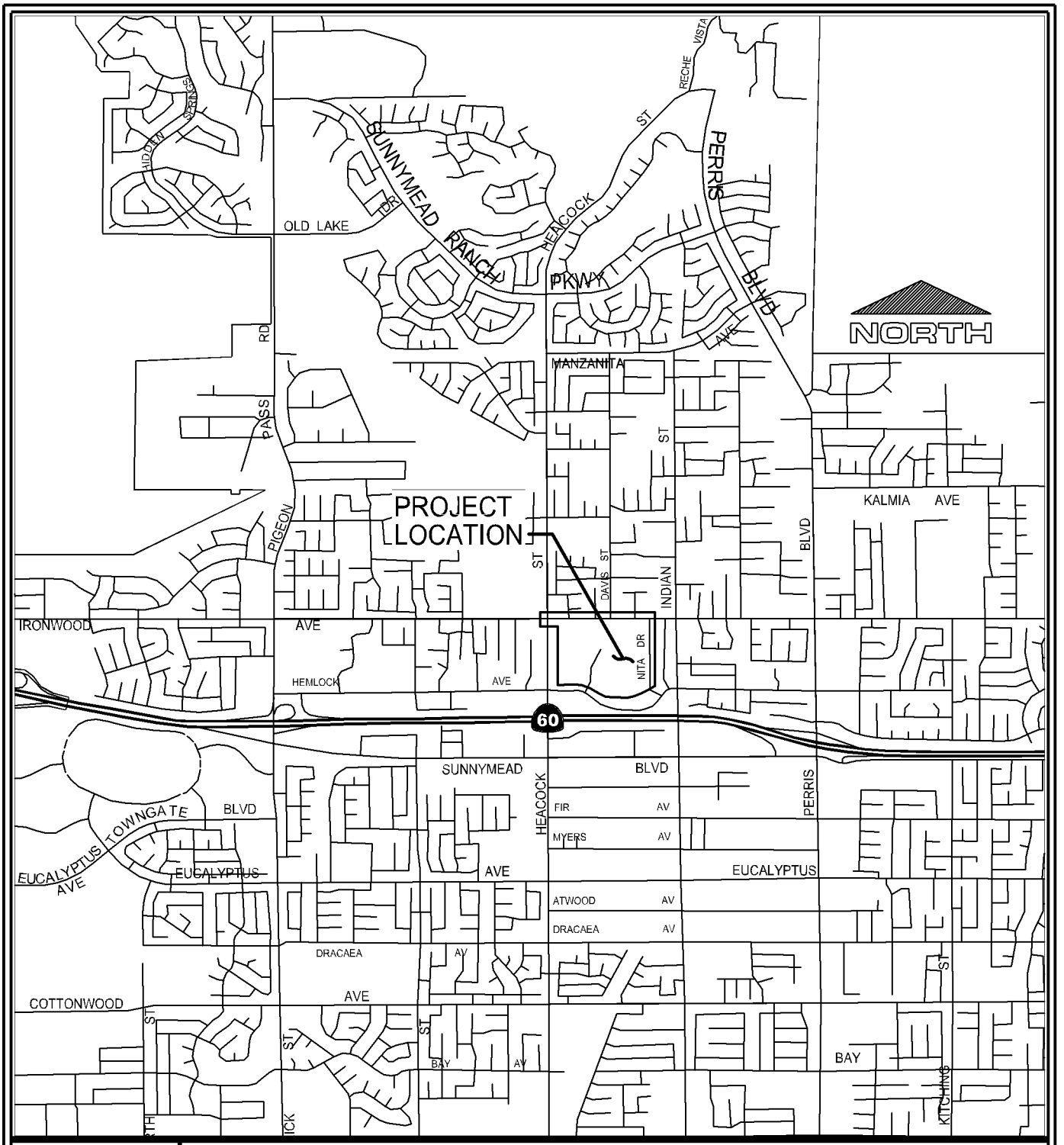

LOCATION MAP

Public WorksDepartment Capital Projects Division	INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS AND IRONWOOD AVE FROM HEACOCK STREET TO NITA DRIVE (SOUTH SIDE) PROJECT NUMBER 09-89791726
Scale: None	
ATTACHMENT "A"	

Item No. A.4

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MV00113758

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 20111

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue.

2. Authorize the City Manager to execute a contract with Transtech in the form attached hereto.

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties.

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

BACKGROUND

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to fast-track the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On May 24, 2011, City Council authorized the City Engineer / Public Works Director to execute the Program Supplement Agreement with the California Department of Transportation (Caltrans) for the Cactus Avenue Improvements project. This agreement established the policies and procedures for Caltrans reimbursement of $1 million funding for the State-Local Partnership Program (SLPP) grant program.

On June 14, 2011, City Council approved the FY 11/12 budget pending funding for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

DISCUSSION

The project consists of street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). Because these street segments are considered very strategic to the City's Economic Development Plan, the City is taking a proactive approach in assisting with the completion of the plans, specifications, and estimate (PS&E). The City will coordinate the bidding and construction of the project once HFP provides the City with full biddable plans. In general, the proposed improvements are intended to include curb, gutter, street pavement reconstruction and widening, street lights, sidewalk, water, sewer, reclaimed water and master planned storm drain improvements, traffic signal work, a bridge along Nason Street over flood control channel Line F and construction of a portion of flood control channel Line F.

On May 25, 2011, staff solicited proposals from professional consultants. Approximately 200 consultants in the Public Works Department database were notified of the availability of the City's request for proposal. Eight (8) proposals were received in response to the City's Request for Proposals. The scope of work for the project includes project management, constructability review of PS&E, construction management, and construction inspection for the project. Subsequently, the project management tasks of the overall project is being proposed to be performed by the City's in-house consultant VAS Associates to ensure higher levels of project controls and improved efficiencies resulting in cost savings. A selection review committee comprised of City staff representatives from the Public Works Department reviewed and rated each prospective firm based on their proposals and presentations. After interviewing the three top-ranked firms, Transtech was selected as the most qualified firm to undertake the project.

The final scope of work focuses on constructability review of PS&E, construction management, and construction inspection. Transtech will provide highly skilled and experienced team of three professionals on a full time basis for the duration of construction phase of the project, ensuring quality construction and timely completion of the project. Prior to finalization of the project Plans, Specifications and Estimates (PS&E) and bidding of the project, Transtech will perform a detailed constructability review of the PS&E including on-site field check to ensure that conflicts that results in costly delays during construction are minimized. During construction, a Construction Manager will coordinate with all project stakeholders, ensure that the project is progressing in accordance with the contract documents leading to timely completion of the project within budget, minimize inconvenience to travelling public, and in his capacity as a Bridge Engineer, will inspect the technical aspects of the bridge construction. An experienced Public Works inspector will ensure that quality construction is carried out in accordance with the project plans and specifications; while an Office Engineer will assist the project team with other necessary tasks including satisfying the SLPP grant's requirements for this fast paced and multi-faceted construction project.

ALTERNATIVES

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, authorize the City Manager to execute a contract with Transtech in the form attached hereto, authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will allow for much needed improvements that are integral to the City's Economic Development Plan.*

2. Do not approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, do not authorize the City Manager to execute a contract with Transtech in the form attached hereto, do not authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and do not authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will delay much needed improvements that are integral to the City's Economic Development Plan.*

FISCAL IMPACT

The funding sources for this project are: RDA Tax Increment Fund 892 ($6M through an Agreement with Riverside County Flood Control and Water Conservation District), borrowed DIF Library and Corporate Yard Fund 412 ($6.5M), DIF Arterial Streets Fund 416 ($2.5M) - re-sequenced from Kitching Street Improvements project from Cactus Avenue to Gentian Avenue, General Fund 412 ($1.3M) - re-sequenced from Heacock Street and Cactus Avenue Channel Improvements, DIF Traffic Signals Fund 417 ($0.27M), Measure "A" Fund 125 ($3.1M) - re-sequenced from Reche Vista Drive Realignment project, and anticipated SLPP Grant monies Fund 125 ($1M). Total available funding is $20,672,000. Assumptions for this project include that the adjacent property owners will dedicate and be credited for an estimated $1M towards right of way.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:
Fiscal Year 2011/2012 Budget (Account No. 125.New) $20,672,000

ESTIMATED PROJECT COSTS:
Consultant Construction Management and Inspection Costs..... $999,000
City's Plan Check and Project Management Administration * $881,000
Construction Phase Technical Services (Survey, Geo, Design Support, etc.) .. $950,000
Construction and Utility Relocation Costs $17,842,000
Total Estimated Project Costs $20,672,000

* Public Works and in-house consultant staff will provide Plan Check and Project Administration.

ANTICIPATED PROJECT SCHEDULE:
Complete PS&E .....Fall 2011
Public Bid and Award of Construction .....Three Months Thereafter
Complete Construction.....Approximately Twelve Months

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. Staff is requesting that City Council approve the Agreement with Transtech for Professional Construction Management and Inspection Consultant Services so that these improvements can move forward.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement for Professional Services

Prepared By:
Viren A. Shah, P.E.
City's Program Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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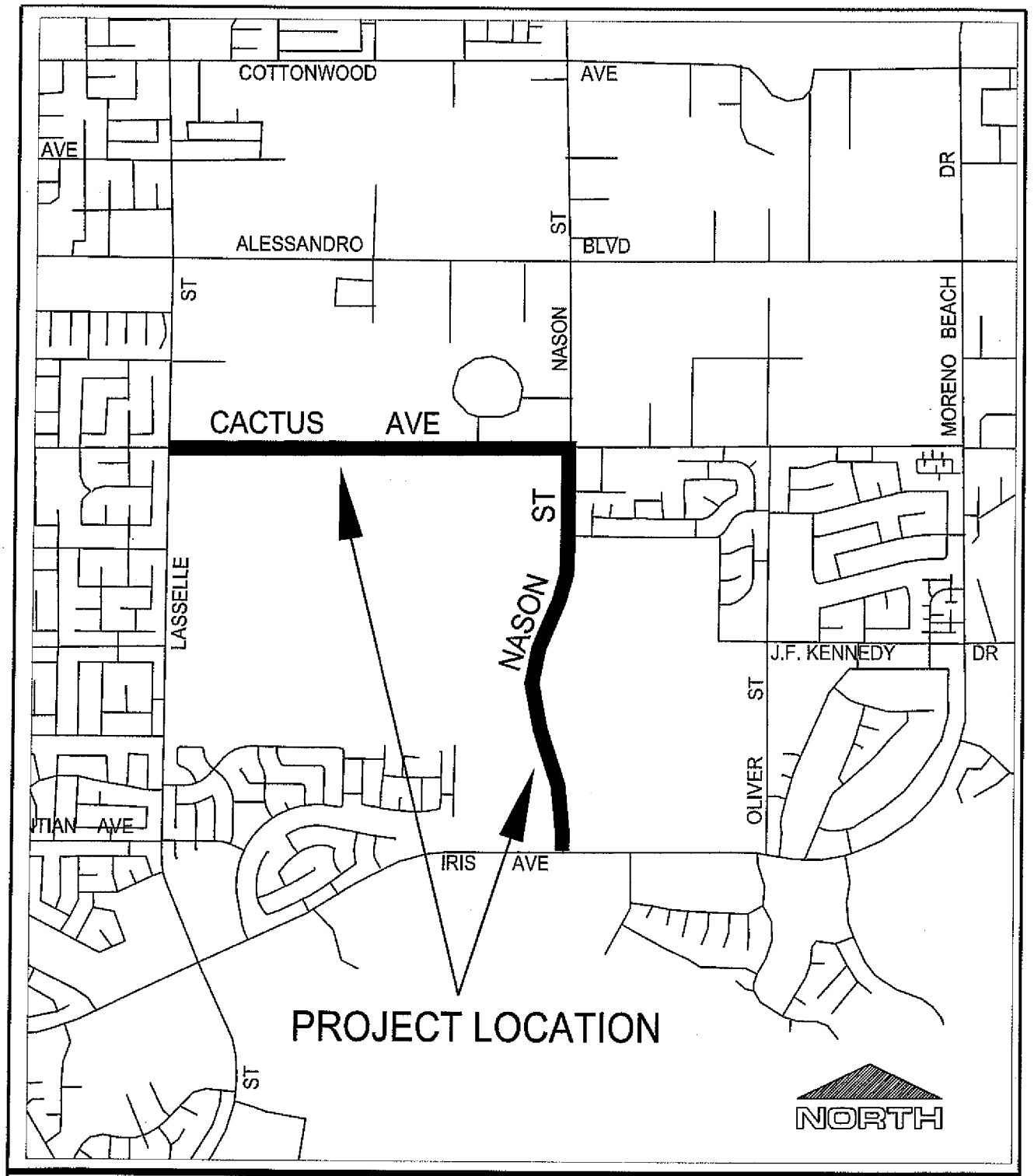

CITY OF MORENO VALLEY
DECEMBER 3, 1984

CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

ATTACHMENT "A"

Item No. A.5

MV00113765

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MV00113766

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Transtech Engineers, Inc., a California corporation, partnership, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant Construction Management and Construction Inspection services for:

Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $995,595.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2013** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation

to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of

the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property

Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno

Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of

the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

Transtech Engineers, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES
FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

I. INVITATION

You are hereby invited to submit a Proposal for: 1) Project Management Consultant (PMC) Services, Part 1; and 2) Construction Management Consultant (CMC) Services, Part 2, 3) Construction Inspection Consultant (CIC) Services, Part 3, associated with the above referenced project.

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk (CD) of your Proposal shall be submitted before **5:00 p.m., June 8, 2011** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Viren Shah, City's Program Manager.

II. GENERAL PROJECT DESCRIPTION

The project in general consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market. Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project. In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping" (see attachments for more details). As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

III. PROJECT BUDGET AND SCHEDULE

The funding for both projects have been tagged at slightly below $20 Million including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this

Consultant contract.

The Tentative Schedule is as follows:
Anticipated Award of this Consultant Contract: Early July 2011
Biddable PS&E Complete: Early Fall 2011 or sooner
Public Bid and Award of Construction Contract(s): 3 months thereafter
Construction: Approximately 12 months

IV. SCOPE OF SERVICES

The Consultant shall perform all project management services necessary for a professionally completed project including but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end. The scope of work outlined below must be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

DETAILED PROJECT DESCRIPTION:

The following scope of work is not a complete listing; it is intended to aid the consultant to identify a complete and comprehensive scope of work.

PART 1: PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.
2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.
3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
4. Schedule, facilitate, and attend public meetings as necessary.
5. Provide progress reports at a minimum on a monthly basis.
6. Compose all correspondences to keep the project on schedule.
7. Attend and present the project to City Council as required.
8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).
11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.
12. Prepare agreements and assist with issuance of Purchase Orders.
13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.
14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.
15. Prepare project update write-ups for distribution to media and public.
16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.
17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.
18. Issue all necessary Notices to Proceed (NTP).
19. Assist with review and process of all invoices (City staff will approve).
20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.
21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.
25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:

    a. Various City Council Staff Reports.

    b. Utility correspondence letters and e-mails.

    c. Federal, State and local correspondence.

    d. Federal, State and local documentation required for the project.

    e. Right-of-way related documents and correspondence.

    f. Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and biddability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding

purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a) Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b) Prepare bid packages for distribution as necessary.

    c) Maintain plan holder's list

    d) Schedule and conduct pre-bid meetings and site visits, if held.

    e) Provide responses to bidders' questions.

    f) Prepare and issue addenda if required.

    g) Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h) Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i) Check references and licenses of bidders.

    j) Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k) Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l) Prepare, coordinate, and process Notice of Award, Agreements, and

Purchase Order.

m) Review insurance, bonding, and other required documents.

n) Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

PART 2: CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project.

The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

**FOR PROFESSIONAL PROJECT MANAGEMENT,
CONSTRUCTION MANAGEMENT AND
CONSTRUCTION INSPECTION CONSULTANT SERVICES**

General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.
2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
3. Schedule, facilitate, and attend public meetings as necessary.
4. Attend and present the project to City Council as required.
5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.
6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.
8. Prepare agreements and assist in processing Purchase Orders.
9. Issue all necessary Notices to Proceed (NTP).
10. Review and process all invoices (City staff will approve).
11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.
12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.
14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other

construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.
   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.
   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.
   d. Submit recommendations to the City relative to change order requests.
   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.
   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.
    b. Permits.
    c. SWPPP and WQMP
    d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.
    e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)
    f. Progress payments, inventories, and applicable codes.
    g. Contractor's reports, correspondence, certified payrolls, and accident reports.
    h. Survey and layout data and certifications, photographs of as-built

locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

PART 3: CONSTRUCTION INSPECTION CONSULTANT (CIC) SERVICES

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements,

such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the

field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 50 pages. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).

B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.

C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed PMC, CMC & CIC's qualifications, track record and relevant experience. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule. The plan should show flexibility and consideration in resource loading due to the inherent variability in the schedule and performance of third parties. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the

number of hours that these individuals (including administrative support services) will be working on each task listed, included in adjacent columns.

E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project taking into consideration how extra work is anticipated and incorporated into the contract from the onset. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal**.

F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent reviews and 95% plan biddability/constructability/claims avoidance reviews.

G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The City's standard Agreement will be executed without any proposed changes.**

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms (attached) with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.

C. Tasks shall include, but not be limited to, all Professional Consultant Services (including administrative support services) necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:

1. Work associated with Project Constructability Review only is completed.
2. PS&E completed and advertised.
3. Project Bidding and City Council award of contract.

4. PMC Services on a monthly basis once construction starts.
5. CMC Services on a monthly basis.
6. CIC Services on a monthly basis.
7. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. Unless otherwise specifically mentioned, there will be no monthly payments until the milestone is reached at which point all applicable charges will be reviewed for applicability prior to payment. Consultant billing/invoices will commensurate with the pace of the construction work activities. The final 10% of the Consultant contract amount will be held back until all phases of the project is successfully closeout. The Consultant will not receive additional compensation for non-compliance or punch list items that were not identified in a timely manner in order to be addressed by the construction contractor(s).

E. All invoices will specifically identify job title, person-hours, and costs incurred by each task. Lump sump payments will not be accepted as all charges must be documented and justified.

F. Reimbursement costs such as mileage, computer usage, vehicle rates, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee." However, all overhead and reimbursement costs must be included in the personnel hourly rate for all services rendered upon commencement of the construction phase.

G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time

that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. **No changes to the City's standard Agreement will be entertained since there will be no time for negotiations between attorneys to establish a revised acceptable agreement.** All Consultants are required to have a City of Moreno Valley Business License in order to conduct business in the City.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

   The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

The Proposals will be rated/ranked according to the following criteria:

1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with General Law City agencies, and proven track record and depth of understanding/ knowledge of the proposed PMC, CMC & CIC.

3. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

4. Expedited Schedule and Cost Controls (20 point bonus) – Elaborate based on experience with similar projects as to how the two projects can be completed based on an expedited schedule (please identify the shortened delivery timeline). Elaborate how the Consultant team can confidently deliver the project on time and within budget with specific focus that the Consultant can deliver this project within their executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Due to the accelerated nature in retaining a Consultant for this project sometime in early to mid July 2011, interviews may not be conducted in selecting the preferred firm. However, if an interview is deemed needed to make the final selection, the Consultant must be prepared to gather the proposed team likely within 24 hours of notification. Only the key individuals assigned to have a significant role in the project will be allowed to make the presentation at the interview

Exhibits incorporated by reference:

1. City Standard Consultant Agreement (no changes to this agreement will be allowed)
2. Nason-Cactus CIP Exhibits dated April 10, 2011 - Compilation of Plans based on current status of completion
3. Improvement Plans Status Summary dated May 4, 2011
4. Addendum to Moreno Valley Field Station EIR and Supplemental EIR

Submitted to:

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah
City's Program Manager

TECHNICAL PROPOSAL

PROFESSIONAL PROJECT MANAGEMENT CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS

1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Submitted by:

TRANSTECH/MAPCO
Contact Person for this proposal:
David Mlynarski, Project Principal
E-mail: david.mlynarski@transtech.org
T: 909-384-7464; F: 909-384-7475
413 MacKay Drive, San Bernardino, CA 92408

EXHIBIT "B"

Item No. A.5 copy shall be unbound and paper clipped, with holes, perforations, or cardboard inserts, suitable for copying with an automatic feed copy machine and one copy shall be on CD. (As required, Fee Proposal is submitted in a separate envelope)

MV00113802

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH
MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Thank you for the opportunity to present our qualifications to the City and for the subsequent meetings and discussions to develop a cost efficient approach for the subject project.

It is very obvious that the city desires to establish professional relationships with consultants and carry out projects in an efficient and practical fashion. We also see the value to the overall community and business environment that will result with the inducement of these public improvements.

We understand this project will require an efficient coordination with various public and private parties, including City of Moreno Valley, developer, design engineers (RBF, Psomas, Butsko, Arcon), Riverside County Flood Control District, EMWD and Utility Companies. Furthermore, it is also important to coordinate with the Riverside County Hospital (Trauma Center) and the County EMS to maintain emergency vehicle access to the hospital along Cactus Avenue during construction.

Our goal is to provide our services in an efficient manner and minimize inconveniences and deliver the project to the City and public in a cost effective manner.

Our original fee submitted with the proposal was $1,114,000. Based on the meetings with and clarifications provided by the City, we made necessary adjustment in our scope, and our fee was reduced to $914,600. We then provided an additional 5% reduction in our fees as a good will, which resulted in a final adjusted fee of $868,870.

Also, we made appropriate adjustments in the staffing allocation as follows:

- We will assign Kurt Pegg as the Project CM, RE and Bridge Structural Rep, and Mike Schnepf as the Project Inspector. We understand the City desires a commitment that these staff members will be assigned to this project. As we indicated in our proposal, and subsequent communications, our firm is fully committed to assign these staff members to this project. Also, you had indicated that in the event any of these staff members leave our employment for reasons beyond our control, the City would have the right to approve any replacement, and if the City is not satisfied with the proposed replacement, the City would have the right to terminate the contract.
- The level of effort is based on 12 month duration for construction and project closure after start of Construction and under a single construction contract (prime contractor) for both Cactus and Nason Street Projects.
- We allocated additional support that may be need during construction to support Kurt Pegg and Mike Schnepf.
- We deleted general project management services, as this task will be performed by City CIP staff as you indicated.
- The City will hire construction surveying, materials testing and specialty inspection firms under separate contracts.
- The City will have separate contracts with the design firms for the preparation of final PS&E Bid Package, as well as engineering support during construction.

The attached Resource Allocation Table provides detailed breakdown by task and staff as you requested.

Our staff and project team are very excited about the potential of delivering our best effort in support of this project.

Thank you again for your thoughtful consideration.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
ali.cayir@transtech.org
C: 714-883-8677; T: 909 595-8599, Ext. 121
www.transtech.org

F:\WPROCESS\PROPOSALS\2011\P-11.065 MORENO VALLEY CACTUS & NASON STREETS IMP. PROJ DUE 060811 5 PM\PROPOSAL\UPDATED FEE, 6-23-11\RESOURCE ALLOCATION BY TASK, STAFF, HRS, P-11.065 MORENO VALLEY CACTUS & NASON STREETS IMP. PROJ.DOC

RESOURCE ALLOCATION

Task	Staff	Rate	Hrs	Fee
Constructability and PS&E Review, including field walk by Project RE, Inspector, and coordination with design team	*Sr Level Staff*	$145	160	$23,200
	Inspector Level Staff	$95	160	$15,200
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	70	$4,550
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	70	$10,150
	Subtotal		460	$53,100
Allocation to address unknown issues prior to finalization of PS&E	*Sr Level Staff*	$145	140	$20,300
	Inspector Level Staff	$95	60	$5,700
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	60	$3,900
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	60	$8,700
	Subtotal		320	$38,600
Bidding Phase Services to support City Proj Manager, PS&E Engineers for review of questions, field check, etc.	*Sr. Level Staff*	$145	40	$5,800
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	10	$650
	Principal In Charge Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	10	$1,450
	Subtotal		60	$7,900
Construction Phase (12 month duration assumed)	*Project CM, RE, and Bridge Structural Rep:* Kurt Pegg, PE	$145	2,200	$319,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project CM, RE, and Bridge Structural Rep	$145	200	$29,000
	Project Public Works Inspector: Mike Schnepf	$95	2,200	$209,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project Public Works Inspector	$95	200	$19,000
	Office Eng, Insp Support, State Funding Compliance Staff: Selim Bouhamidi	$65	2,200	$143,000
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	400	$58,000
	Subtotal		7,400	$777,000
Budget for Additional Inspections	*Budget for Additional Inspections during heavy work periods*	$95	400	$38,000
	Subtotal		400	$38,000
TOTALS			8,640	$914,600
Additional Reduction In Fee as a good will			5%	$45,730
TOTAL REDUCED FEE				$868,870

Original Fee submitted with the Proposal	$1,114,000
Final Submitted Fee after Meeting with City staff to fine tune scope, including adjustment in Project Management effort as the City will assign an in-house PM and plus an additional 5% reduction in the fee	$868,870
Total reduction in dollars between Originally submitted Fee and Final adjusted Fee	$245,130
Total reduction in % between Originally submitted Fee and Final adjusted Fee	22.00%

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TRANSTECH/MAPCO
PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

This letter serves as a follow up to our conversation regarding company legal name.

As indicated, our operating brand name in Inland Empire is Transtech/Mapco. The legal name of the corporation from which the Insurance will be provided is Transtech Engineers, Inc.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
ali.cayir@transtech.org
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TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH
MAPCO

June 8, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TECHNICAL PROPOSAL
PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Transtech/Mapco is pleased to submit this proposal for the subject project.

We are a multi-disciplinary engineering consulting firm which provides professional and technical services in engineering, planning and construction to governmental agencies, educational institutions and private sector. We serve as turn-key program manager/contractor on large and complex engineering projects by providing full service capability. We have managed and successfully delivered a number of similar assignments.

Our key project team members have extensive experience working for Public Agencies in capacities, such as Contract Building Official, Plans Examiner, Inspector, City Engineer, Planner, Construction Manager and Inspector. As contract City Engineer and Building Official for a number of Agencies, we manage all aspects project as Agency representatives, and provide turn-key services.

Our staff members are licensed as professional engineers, surveyors, plan checkers, building officials and inspectors. We are also licensed as General Contractor A (General Engineering) and B (General Building), and have the ability to function like a General Contractor and coordinate all aspects of construction of similar projects.

Our Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of the projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance, DBE/WBE.

Also, one of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

We also provide our expertise in the construction field to law firms for construction claims. Some of our key staff members served as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State.

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

We understand the importance of providing services that can respond to the project needs based on work load and demand by adjusting level of staffing as necessary, and provide the services in an efficient and cost effective manner without sacrificing the quality and responsiveness.

We have extensive experience in managing similar complex and multi faceted/phased projects. We will develop an expedited schedule to deliver these projects in an efficient and expeditious manner, and within the executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Our team has extensive experience in all aspects of similar projects, from design concept, design and regulatory agency approvals through construction. We have gained a solid reputation in the industry for delivering cost-efficient projects that are on schedule, within budget, and to the full satisfaction of the client. We have assembled an outstanding group of individuals we believe will provide the Agency with the precise services requested; combining strong technical skills, excellent communication, sensitivity to community values and efficient use of resources.

We have staff and resources readily available for the project.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact the undersigned.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org; T: 909 384 7464, Ext. 106 F: 909 384 7475; www.transtech.org

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SECTION A:	**Project Understanding**	**A.1 – A.1**
SECTION B:	**Approach and Management Plan**	**B.1 – B.2**
SECTION C:	**Qualifications and Experience**	**C.1 – C.5**
SECTION D:	**Staffing Plan**	**D.1 – D.1**
SECTION E:	**Work Plan and Schedule**	**E.1 – E.17**
SECTION F:	**Quality Control and Assurance**	**F.1 – F.1**
SECTION G:	**Additional Relevant Information**	**G.1 – G.1**

APPENDIX — **Appendix 1 – Appendix 19**

City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, states that resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the Appendix Section of the proposal. Based on this requirement, the following applicable information is included in the Appendix:

Resumes	**Appendix 1 – Appendix 14**
Billing Rates	**Appendix 15 – Appendix 15**
Resource Matrix	**Appendix 16 – Appendix 16**
Other Required Forms (Required Statements per the RFP)	**Appendix 17 – Appendix 19**

SECTION A: Project Understanding

The project in general consists of the ultimate width street improvements along:

1. Cactus Avenue between Lasselle Street and Nason Street, and
2. Nason Street between Cactus Avenue and Iris Avenue

The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market.

Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project.

In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping". As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

The funding for both projects have been estimated at slightly below $20 Million, including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this Consultant contract.

The Tentative Schedule is as follows:

- Anticipated Award of this Consultant Contract: Early July 2011
- Biddable PS&E Complete: Early Fall 2011 or sooner
- Public Bid and Award of Construction Contract(s): 3 months thereafter
- Construction: Approximately 12 months

The general scope of work to be provided by the selected Consultant includes all project management services necessary for a professionally completed project, including, but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end.

The scope of work will be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

SECTION B: Approach and Management Plan

B.1. APPROACH AND MANAGEMENT PLAN

Our goal is to deliver the project to the City in an efficient and cost effective manner.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects.

Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance program to prevent design errors and construction change orders.

Schedule control and management is a critical element. Our project manager conducts weekly in-house meetings with staff to review work progress, discuss any potential issues, and adjust staff resources as necessary to keep the project on schedule.

One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies. Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

In summary, our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and within budget. Our staff members have a strong educational background and are licensed and certified as engineers and inspectors.

B.2. PROJECT ORGANIZATION CHART

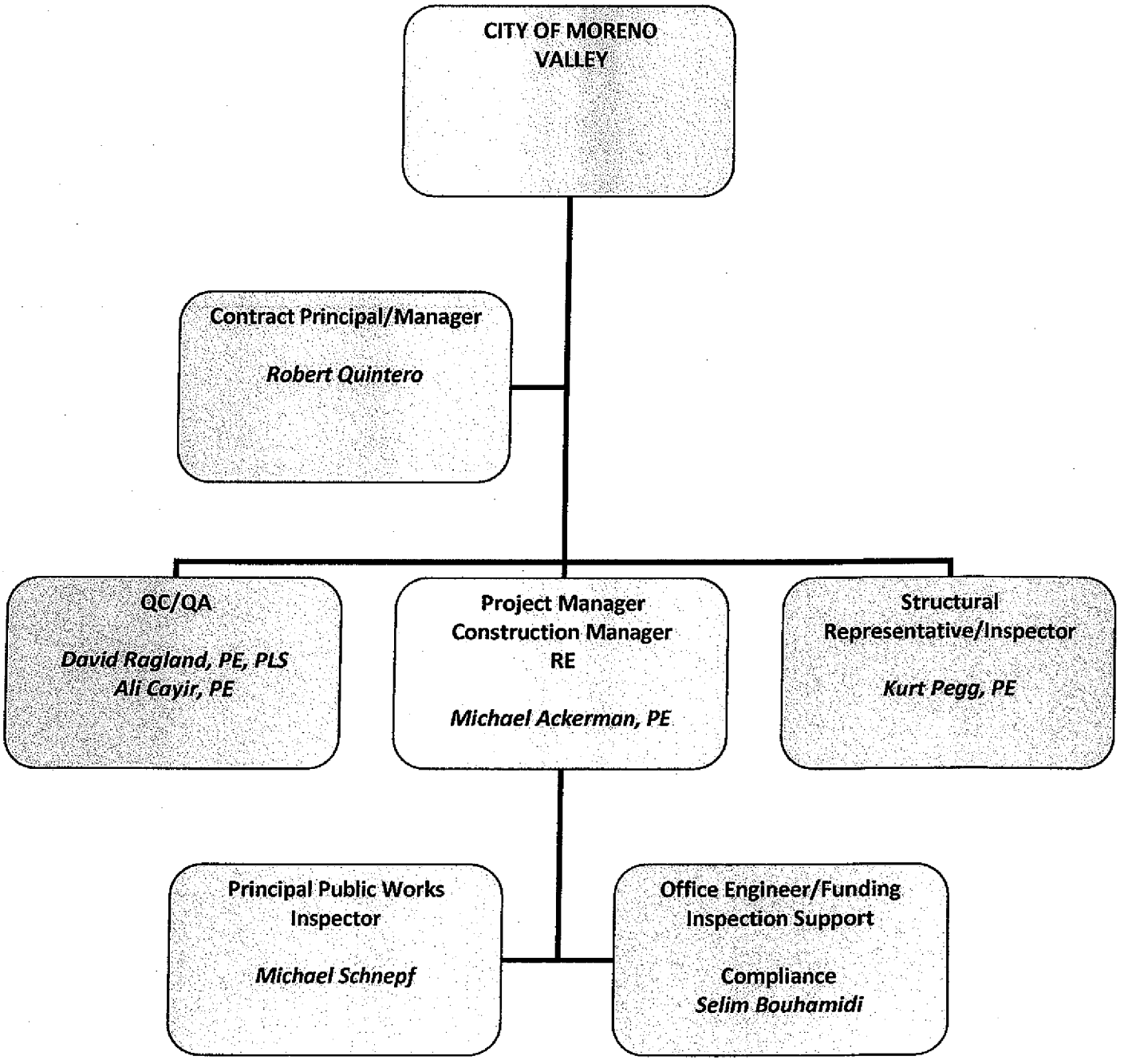

SECTION C: Qualifications and Experience

C.1. SIMILAR SERVICE EXPERIENCE

Following is a partial listing of similar projects where our firm provided similar services requested for this project:

- **Via Duct Boulevard Alignment and Reconstruction, Metrolink San Bernardino Parking Facility Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost: $10m
- **Valley Boulevard Widening Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost $5m.
- **State Route 710 Interim Improvements and Fremont Ave. Widening/Realignment:** Prepared PS&E as well as provided construction management and inspection services for 3 federally funded projects in Alhambra. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. The project involved coordination with Caltrans and encroachment permit processing/approval, as portions of the project was in Caltrans jurisdiction. These projects were all federally funded, requiring processing for E-76 through Caltrans Local Assistance. The total cost for 3 projects was $20m.
- **Mission Boulevard Widening:** Prepared PS&E as well as provided construction management and inspection services for Mission Boulevard widening and reconstruction. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Transtech also provided construction management and inspection services for the project. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost $3m.
- **City of Torrance Crenshaw and Skypark Reconstruction Projects:** Prepared PS&E as well as provided construction management and inspection services for Federally Funded reconstruction/rehabilitation of Crenshaw Boulevard and Skypark Avenue (2 separate projects). Cost: $3m.
- **Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino:** For the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- **CSUSB (Cal State SB University) San Bernardino Campus Access Road:** Prepared PS&E as well as provided construction administration for the project. Improvements included approximately 1 mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost $6M.
- **Mission Bl and Rte 71 Grade Separation Project (currently under construction):** Serving as the Construction Manager for this regional project. The Mission Boulevard/State Route 71 Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40,000,000.
- **Alhambra Civic Library Project:** The project involved construction of a 45,000 SF 2 story library with 2 levels of underground parking garage. The project also included off-site improvements, such as streets, curb, gutter, utilities, fiber optic communication. Transtech provided construction management services. Project Cost $30m.
- **Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge:** Served as Construction Manager. The project involved construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks, and various offsite improvements, such as pavement, curb, gutter, drainage, sewer, electrical.

Project cost $24,000,000.

- **Alhambra Renaissance Plaza Parking Structure and Entertainment Center:** Served as Turn-key Program Manager from initial design thru construction of the Project. The project involved construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Total project value was $40m.

Experience in Federally Funded Projects and with Caltrans Local Assistance Procedures Manual:
A majority of the projects were federally funded. Transtech administered all projects through Caltrans' Local Assistance in compliance with the Local Assistance Procedures Manual (LAPM). Authorization to Proceed (E76) was successfully obtained for each project as well. Our scope in these projects involved public relations, including providing information flyer, setting up a web-site for public access to provide up to date information, community meetings, and responding to questions and complaints and making sure impacts to public is minimized. Communication and coordination with public is an important element on this project as well.

Experience in Working with Caltrans/Encroachment Permit Department:
Several of these projects also involved close coordination with Caltrans and encroachment permit processing/approval, as portions of some of the projects were in Caltrans jurisdiction.

C.2. PROJECT STAFF

The following table provides summary information for project staff:

Key Person	Project Role	Yrs of Exp	Yrs w Firm
Robert Quintero	Contract Principal/Manager	20	5
Michael Ackerman, PE	Project Manager, Construction Manager, RE	15	4
Kurt Pegg, PE	Structural Representative/Inspector	20	2
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	30	12
Michael Schnepf	Principal Public Works Inspector	30	9
Selim Bouhamidi	Office Engineer/Funding Compliance and Inspection Support	5	3

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, Billing Rates, Resource Matrix, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

C.3. REFERENCES

City of Rialto
Ahmad Ansari, Director of Public Works/City Engineer
909-772-1518

City of Alhambra
James Funk, Development Services Director
626-570-5041

City of Pomona
Daryl R. Grigsby, Director of Public Works
909-620-2261

CSUSB, Cal State University
Hamid Azhand, Director of Capital Planning and Design
909-537-5000

C.4. COMPANY QUALIFICATIONS

Established in 1989, the firm provides consulting engineering services to several municipalities throughout Southern California. The municipal services provided by our firm include Building and Safety, Plan Check, Inspection, Code Enforcement, City Engineering, City Traffic Engineering, CIP Design, Project and Construction Management, Program Management, Utility Company Coordination and Management, CDBG, HUD and Federally/State Funded Project Management, Services.

- *Service Capabilities:*

Municipal Consulting Services	City Engineer; City Traffic Engineer; Capital Improvement Projects; Development Review; Plan Check/Counter Services
Building and Safety	Inspection; Plan Check; City Building Official; Code Enforcement
Program and Construction Management	Contract Administration; Construction Inspection; Labor Compliance; Design-built Engineering and Construction
Civil Engineering	Freeways and Interchanges, Local Streets and Roads Design; Sewerage, Water and Storm Drain Design; Pavement Management System; Grading Studies, Design and Earthwork Analysis
Traffic and Transportation Planning and Engineering	Traffic Signal and Control Systems; Parking Facilities Study and Design; Street Lighting; Speed Zone Surveys; Traffic Control; Intelligent Vehicle Highway Systems; Signing and Striping; Traffic Management Plans; Bicycle and Pedestrian Facilities; Neighborhood Traffic Control

Water Resources Engineering	Hydrologic Studies, Hydraulic Design Best Management Practices Storm Water Pollution Prevention (SWPPP) Low Impact Development Design Sediment, Erosion Control & Detention Facilities Urban Water Quality Retrofit Hydrologic Rainfall/ Runoff Watershed Simulations Hydro modification Studies, Water Quality Management Plans (WQMP) Storm Drainage Infrastructure Design Floodplain Analysis, Mapping Preparation of FEMA Requests for Letters of Map Revisions
Surveying and Mapping	ALTA, Topographic, Boundary Surveys; Construction Surveying/Staking; Aerial Mapping; GIS; Right-of-way Engineering
Planning	Master Plan Circulation Studies; Transportation Planning and Modeling; Capacity Evaluations; Impact Assessments; Site Planning; Specific Plans
Land Development	Subdivision/Master-Planned Communities; Commercial and Industrial Development
Governmental Permit Processing	Support services to coordinate and process permits through governmental agencies .

- *Experience in Working with Local Cities:* Our key staff members have served public agencies in various capacities including City Engineer, City Traffic Engineer, Building Official, Project Manager, Planner, and Inspector. We are accustomed to working with governmental agencies in every facet of planning, building, and public works, and our staff has an unparalleled understanding of public agency issues, procedures, and policies.

- *Turn-Key Service Capability:* The Firm serves as turn-key program and construction manager on large and complex engineering projects by providing a full service capability of comprehensive services to its clients from initial planning and design, systems engineering and technical assistance, permitting, program and construction management, and operations and maintenance services. The Firm has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects, including Public Works and Infrastructure Improvements; Institutional Buildings; Commercial and Retail Buildings; Transportation and Parking Facilities; Sports and Recreational Facilities; Residential Development.

- *Experience in Federal and State Funding Programs and Requirements:* The Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of these projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance. The Firm's Grant Writing and Funds Management services enable our municipal and agency clients of any size to find potential funding sources, and to prepare competitive applications. Additionally, after funds are awarded to a client, The Firm can ensure compliance with state and federal funding requirements. In the past few years, The Firm has facilitated over $100 million in funds for our clients' public works projects and transportation improvements.

- *Experience in Construction Claims:* The Firm staff also provides their expertise in the construction

field to law firms and universities. Some of our key staff members serve as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State San Bernardino University, International studies.

- *Quality Control/Quality Assurance (QC/QA):* The Firm has a proven track record in providing high quality engineering services which result in minimal problems during implementation of projects. Our extensive experience coupled with our in-house QA/QC program prevents design errors and change orders. Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and budget

- *Federally Audit and Approved Accounting System:* Our firm is involved in major projects with various governmental agencies, including Federal Government. Our accounting system is audited and approved by federal Government and found in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statues, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

SECTION D: Staffing Plan

Due to the inherent variability in the schedule and performance of third parties, our staffing approach is flexible. While we have assigned and are prepared full staffing as necessary to the project, our staff will work as necessary and flexible manner. We will adjust staffing levels as the project progresses and as needed, but, we will be responsive and add additional staffing when there is a need to ensure the project is managed in the most cost effective and efficient manner.

Our team members have the capacity to perform the requested services according to the proposed schedule, and complete the services required for this project within budget and schedule.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with City Staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City Staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

BILLING RATES AND RESOURCE MATRIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, Resumes, **Billing Rates**, **Resource Matrix**, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

SECTION E: Work Plan and Schedule

E.1. PROJECT MANAGEMENT AND DELIVERY APPROACH

Our approach is to be responsible and accountable for all aspects of the project in order to deliver the project on-time and on-budget. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before the result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the client with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects. The following paragraphs describe our approach to deliver projects in an efficient and cost effective manner:

- **Project Management:** Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become major problems. This requires extensive hands-on knowledge, and management skills of the people involved in the project's management and inspection. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on-time and on-budget. Our staff members have educational background and are licensed and certified as engineers and inspectors. They have been represented both public agencies and private developers/contractor on similar projects. They are seasoned industry veterans, and will manage this project in the most efficient manner. Key project team members will attend regularly-scheduled project status meetings with the City and other involved agencies throughout the project's duration. We will keep a detailed record of communication that will include directions given by City staff and actions taken by our team. These systems are structured such that recall of critical information is readily available. We will provide project status reports which updates, at a minimum, the status on the project's scope, schedule, budget, and pending issues requiring attention.

- **Quality Control and Assurance Program:** Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance Program to prevent design errors and construction change orders.

- **Design Review:** Our multi-disciplinary team of design professionals with extensive professional experience in similar projects. Our preferred approach is to engage in review documentation, response/reconciliation meeting cycle for each design phase. Each cycle's receipt of design documentation is the basis of design, plans, specifications and calculations. The documents are reviewed by each discipline along with the construction manager to validate design team approach to the project program requirements and identify code element, buildability items for consideration, adjustment and/or incorporated by the Design Team. Review comments are documented with our

web based review program and made available to the entire team through the web browser access and electronic files. After a short review period for the Design Team, a coordination/information meeting is held to discuss comments and ensure that the Design Team and other parties fully understand the intent and essence of the comments. Our teams early "catches" of these and similar design compliance issues have presented significant late phase document modification on numerous projects we have reviewed.

- **Constructability Reviews:** Our constructability reviews follow a similar process to design support review with a different focus. We prefer to do both reviews concurrently for efficiency, with early phase focus on design support issues moving to predominantly constructability, buildability and coordination in later phases. Our comprehensive database offers management tools that will allow all team members to review drawings simultaneously and track design progress and comment resolution.

- **Value Engineering:** We approach value engineering as a continuous and evolving function throughout the entire preliminary and design phases. Value engineering is treated as an integral part of developing design criteria and ultimate incorporation into the project plans, specifications and estimates. Integrating value engineering throughout the project significantly reduces the chance of a major design alternative being identified by a "value engineering team" after the project is designed, which would cause a tremendous redesign effort and considerable time delays.

- **Cost Estimating:** We use a variety of methods to generate accurate cost estimates. These include "Check Bids" developed from both internal and external private sources. Our estimators all have construction field backgrounds and pull in that additional perspective to cost estimating from project concept/feasibility through change orders to address your specific needs. A methodology of communication, technical resources, and analytical thinking shaped by experience is used to reflect projects in terms of costs. Our estimating database, based on our experience at construction, is continually reviewed and updated for current labor rates, equipment rates, and material pricing. We also utilize the construction schedule to determine cost escalation over the course of construction. Typically escalation is included to the mid-point of the construction schedule. We will work closely with our procurement team in order to track the trends in volatile materials such as steel and concrete. We also monitor local construction labor markets and unions to forecast trends in labor rates. These costs are tracked throughout the estimating process to insure there are no last minute surprises.

- **Third Party Coordination Public and Regulatory Agencies:** One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies . Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

- **Methodology for communication to inform City on work progress:** Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

- **Approach to Cost Control and Change Orders**
  Two feasible methods exist for practical control of publicly funded construction costs. One is *proactive* and the other is *reactive*.
  - *Proactive* cost control is achieved by putting sufficient effort into the plan and specification preparation to minimize potential change orders.
  - *Reactive* cost control occurs during the review of change order requests submitted by the contractor. A variety of techniques are employed when reviewing submitted change order requests.

  We evaluate monthly costs/expenditures based on an actual field review and documentation. The documentation is used as both criteria for evaluating the accuracy of costs/expenditures, and as input for review of the cost-loaded monthly progress schedule. An accurate schedule of values and baseline schedule are fundamental to this analysis. Base contract work, as well as changes to the work, is also progressed and quantified. Any differences between the original estimates and actual costs/expenditures are identified. We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost effective manner.

- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery**
  Understanding how the component pieces of a Project and the necessary sequencing are critical to the successful completion of the Project. We use various project management software depending on the nature of the Project to ensure proper schedule development, document control, including RFI's, submittals and plan review. The regular maintenance and updating of the schedule quickly identifies areas that can be accelerated, and those items that may need additional attention and oversight. We ensure that the contractor's construction baseline schedule has properly identified the project scope, critical path, project milestones, target dates, phases, and sequences of work, activity durations, activity float and relationships between activities. Interrelationships with various projects phases, and interfaces with Owner activities are verified to ensure proper coordination with the existing operations. We ensure that the baseline schedule considers access coordination; staging and lay-down areas and seamless transition and interfaces between the new and existing facilities, and any operation to be maintained on-site. When significant activities show that they are slipping from the baseline, we work with the contractor to develop "recovery plans" and verify that the plans are achievable and are implemented to have the desired effect. We incorporate progress information recorded on the Inspector's Reports to verify actual progress in the monthly schedule. These reports clearly identify and document if any delays occurred and what caused the delays. This approach enables all involved parties to anticipate potential delays early in order to proactively manage the schedule.

- **Methodology for Generating Bidder Interest**
  The bids are advertised in various trade publications, such as McGraw-Hill Construction Dodge-Green Sheets, Contractors Info Network, Bid America, Reed Construction Data. We also contact qualified contractors and inform them of the upcoming project. By the time the construction documents area ready for bid advertisement we have a data base of contractors who have known about this project in advance. This increases bidder interest and participation significantly.

- **Promote participation in the bidding by local subcontractors and vendors**

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

- **Contractor prequalifying**
  If desired by the City, we can conduct a contractor pre-qualifying process. Public Contract Code section 20101 authorizes local public agencies to prequalify contractors before allowing them to bid for public works projects. The key points are:
  - A public agency may require contractors to submit standardized questionnaires which seek information necessary to determine whether the contractors have met prequalifying standards. Uniform subjective rating systems must be used to determine the minimum requirements permitted for qualification to bid.
  - Agency must have procedures in place which allow contractors to appeal decisions that they are not qualified to bid, which will result in review and conclusion prior to the submission of bids.

- **Construction web-site:** If the City desires, we can establish a construction web-site and web-cams for real time monitoring of construction progress on internet. The following is a sample of our current website for the State Route 71 and Mission Interchange construction project. www.mission71project.com.

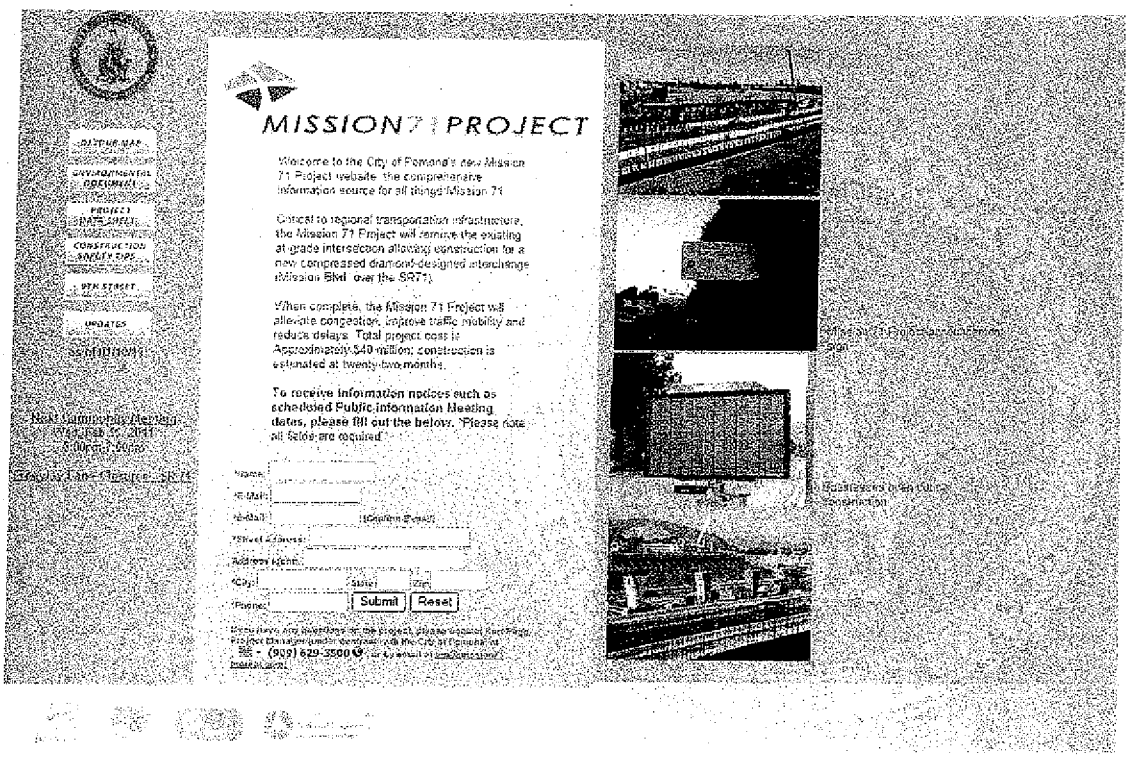

- **Quality Control and Assurance**
  Quality Control and Assurance will be consistently and thoroughly applied throughout project's duration. Assigned Quality Control and Assurance staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities.

A detailed description for Quality Control and Assurance is provided in Section F of the proposal.

E.2. SCOPE OF WORK

E.2.1. Project Management Consultant (PMC) Services

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.

2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.

3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

4. Schedule, facilitate, and attend public meetings as necessary.

5. Provide progress reports at a minimum on a monthly basis.

6. Compose all correspondences to keep the project on schedule.

7. Attend and present the project to City Council as required.

8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).

11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.

12. Prepare agreements and assist with issuance of Purchase Orders.

13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.

14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.

15. Prepare project update write-ups for distribution to media and public.

16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.

17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.

18. Issue all necessary Notices to Proceed (NTP).

19. Assist with review and process of all invoices (City staff will approve).

20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.

21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.

22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.

23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:
    - Various City Council Staff Reports.
    - Utility correspondence letters and e-mails.
    - Federal, State and local correspondence.
    - Federal, State and local documentation required for the project.
    - Right-of-way related documents and correspondence.
    - Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and bidability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program

Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a. Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b. Prepare bid packages for distribution as necessary.

    c. Maintain plan holder's list

    d. Schedule and conduct pre-bid meetings and site visits, if held.

    e. Provide responses to bidders' questions.

    f. Prepare and issue addenda if required.

    g. Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h. Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i. Check references and licenses of bidders.

    j. Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k. Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l. Prepare, coordinate, and process Notice of Award, Agreements, and Purchase Order.

    m. Review insurance, bonding, and other required documents.

    n. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

E.2.2. Construction Management Consultant (CMC) Services

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project. The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

E.2.2.1. General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.

2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

3. Schedule, facilitate, and attend public meetings as necessary.

4. Attend and present the project to City Council as required.

5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.

6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.

8. Prepare agreements and assist in processing Purchase Orders.

9. Issue all necessary Notices to Proceed (NTP).

10. Review and process all invoices (City staff will approve).

11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.

12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager. At a minimum, Project files will be organized to include the information indicated below:
    - Project Personnel
    - Correspondence
    - Weekly record of working days
    - Materials Data
    - Engineer's Daily Reports
    - Contract Item Pay Quantity Documents
    - Contract Change Orders
    - Extra Work Reports
    - Progress Pay Estimates and Status of Funds
    - Labor Compliance and EEO records
    - Contractor's Payrolls
    - Final Report
    - Materials Certificate
    - DBE Records

13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.

14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local

requirements.

15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

E.2.2.2 Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.

   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.

   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.

   d. Submit recommendations to the City relative to change order requests.

   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.

   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.

b. Permits.

c. SWPPP and WQMP

d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.

e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)

f. Progress payments, inventories, and applicable codes.

g. Contractor's reports, correspondence, certified payrolls, and accident reports.

h. Survey and layout data and certifications, photographs of as-built locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction

contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

E.2.3. Construction Inspection Consultant (CIC) Services

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

SECTION F: Quality Control and Assurance

Quality Control and Assurance (QC/QA) will be consistently and thoroughly applied throughout project's duration. Assigned QC/QA staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings will be held twice a month. The Consultant will be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks will be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. Monthly updates will be furnished to the City's Project Manager.

The main objective of the Quality Control process for design projects is to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. This process' outcome is the production of design plans and construction documents that accurately reflect the City's scope, schedule, and budget expectations for the project.

A secondary goal of the Quality Control process is to provide for a thorough documentation of the project's design process. A properly documented project file is a by-product of the quality control process. This will enable the City to substantiate its position from properly documented project files if any legal, political, or procedural issues arise regarding the project.

The Quality Control process includes comprehensive project planning, providing clear decisions and directions, constant supervision, immediate review of completed activities for accuracy and completeness, and documenting all decisions, assumptions and recommendations. Quality Control does not solely consist of a review after a product is completed. It is an approach and a realization that a product's ultimate quality is based on the quality of its production process.

As part of the initial project development, we will submit to the City for review and approval, a Project Specific Quality Control Plan, which will detail the proposed methods or processes of providing quality control for all work products. This plan will be kept current with the work requirements. The plan will include, but is not limited to, the following areas:

- Organization.
- Quality Control Reviews.
- Proposed method of documentation of comments, coordination responses and quality assurance records.

Submittals will be checked prior to presentation to the City for review. The review will include the following activities:

- Compliance with project requirements.
- Technical accuracy and adequacy.
- Compatibility with other associated project documents.
- Compliance with previous review comments.

In summary, our QC/QA is a systematic and documented review of each submittal phase/level, which will achieve a complete biddability/constructability/claims avoidance review and necessary revisions incorporated in the bid package at the 95% level completion.

SECTION G: Additional Relevant Information

TRANSTECH'S UNIQUE EXPERTISE AND SUCCESS IN FUNDING AND GRANTS

One of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

Our practice and approach in this area involves maintaining an extensive knowledge and understanding of current regional, state, and federal funding programs and procedures, and monitoring the development of future program or funding opportunities.

We use this knowledge base to work with our clients to improve their ability to secure and administer project financing, and to implement the resulting projects in a timely and cost-effective manner. The approach differs significantly from a more traditional approach where consultant assistance is used merely to prepare competitive grant applications in hope of securing funding for a specific project. We feel that an agency's ability to secure funding for a project depends on several factors including the project's level of completeness (having a well defined and defensible budget, scope, and schedule), the level of consistency between the proposed project and local policies and a funding program's guidelines and requirements, the quality of the information contained in a grant application, and an agency's ability to implement the project in a timely manner. This approach, as a result, focuses on improving the ability of our clients to successfully compete for funding through a competitive process rather than simply providing assistance to complete the required funding requests.

APPENDIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, **Billing Rates**, **Resource Matrix**, and **Other Required Forms (Required Statements per The RFP)** are attached in the appendix section of the proposal.

ROBERT QUINTERO
Contract Principal/Manager

EDUCATION

Master of Business Administration Degree, University of Redlands.

Bachelor of Science Degree in Urban and Regional Planning, California State Polytechnic University (Cal Poly), Pomona.

Edison International Executive Leadership Program

REGISTRATION

California Licensed General Contractor, B

SUMMARY

Mr. Quintero has approximately 20 years of experience in urban planning, management of municipal public works projects and operations, CIP (Capital Improvement Program), city administration, public and governmental affairs. He served as Principal Project Manager for the design, construction and management of a variety of Public Works and Infrastructure projects.

Prior to joining Transtech, Mr. Quintero worked for the City of Commerce and Southern California Edison (SCE), one of the largest energy utility firms in the world.

His experience at the City Commerce included working in various positions, including as Planner, Assistant to the City Administrator, Assistant Director of Public Services/Public Works, and finally as the City's Acting Director of Public Services/Public Works, and managed a department budget and infrastructure worth approximately $500 million.

At SCE, Mr. Quintero served as the company's Regional Manager for the Port of Long Beach and the cities of Avalon, Signal Hill, and Long Beach the fifth largest city in California and home to one of the largest commercial ports in the world.

As Vice President at Transtech, Mr. Quintero is responsible for corporate operations, business development, client relations, public and governmental affairs, project development and management oversight. With his ardent analytical and strategic management skills, Mr. Quintero provides strong leadership and exemplary public relations etiquette. Mr. Quintero develops and collaborates with primary contacts to protect and to enhance Transtech's position in specific proceedings; he ensures coordination with corporate policy and objectives on a broad range; he protects and transacts all phases of the company and customer business, and governmental affairs activities at the corporate level; and he facilitates and maintains close, long-term working relationships with governmental agencies.

PRIOR EXPERIENCE

City Of Commerce

Mr. Quintero started his professional career with the City of Commerce. While with the City, Mr. Quintero acquired an extensive management portfolio of economically, environmentally and technologically sound projects under the titles of Assistant Planner, Associate Planner, Assistant

Director of Public Services/ Public Works, Assistant to the City Administrator and finally as the City's Acting Director of Public Services/ Public Works. Robert was also responsible for representing the City of Commerce at the State Capitol in Sacramento as an advocate on legislative matters concerning land use, transportation, gaming and public works, are just a few of the myriad ways in which Mr. Quintero's leadership benefited the City of Commerce. In addition, Mr. Quintero was the Liaison and Political Ambassador to the City of Commerce/Aguascalientes Mexico Sister City Association.

Southern California Edison (SCE)

After several years with the City of Commerce, in 2002, Mr. Quintero joined Southern California Edison (SCE), as Region Manager of Public Affairs. At SCE, Mr. Quintero served as the company's representative to the Port of Long Beach and the cities of Avalon, Signal Hill and Long Beach, the fifth largest city in California and home to one of the largest commercial ports in the world. He managed the development of the company's position on federal, out-of-state and local legislative matters. He represented SCE before legislators, and industry organizations with regard to legislative and public affairs policy. He assists with the advocacy of the Company's position to provide advance notice of potentially significant legislative actions that may impact the company and took the necessary actions to protect the company's interests. He also organizes and coordinated with internal staff and resources, as well as took the lead in designing and implementing strategies to resolve issues affecting the company and its customers. As a SCE Region Manager, Mr. Quintero set standards of excellence with which the SCE name is proudly synonymous through his active support of and participation in programs that improve the lives of citizens in the community that SCE services. At SCE, Mr. Quintero successfully completed Leadership @ EIX Program. The Leadership @ EIX Program features a structural career development process for high performing employees who exhibit the corporate leadership competencies and may, with development, advance to a manager and senior leadership position.

Associations and Community Service

Founding Vice-President and currently serves as Senior Vice President to Embracing Latina Leadership Alliances (ELLAS) and is Vice President of the California Corporate Hispanic Council Leadership Institute (CCHCLI).

His memberships include the American Planning Association (APA), the American Public Works Association (APWA) and the American Water Works Association (AWWA).

MICHAEL ACKERMAN, PE
Project Manager, Construction Manager, RE

EDUCATION
- Bachelor of Science in Engineering, the University of Iowa

REGISTRATION
- Registered Civil Engineer

CERTIFICATIONS
- Resident Engineer Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for Resident Engineers, Caltrans
- Asphalt Pavement Fundamentals: Design, Construction, and Rehabilitation
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

HIGHLIGHTS
- Experience includes working for Caltrans.

SUMMARY

Mr. Ackerman has approximately 15 years of experience and participated on numerous multi-disciplinary teams dealing with the design and construction of civil and transportation engineering, urban and rural development, and public works projects. His prior experience includes working for the City of San Bernardino and Caltrans, District 8 in San Bernardino.

Recently, Mr. Ackerman has served as Deputy RE and Deputy Construction Manager for the State Route 71 and Mission Boulevard Grade Separation Project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.

PROFESSIONAL EXPERIENCE

City of San Bernardino: At the City of San Bernardino, Mr. Ackerman held the position of Associate Engineer under the City Engineer of the Division of Public Works in the Department of Development Services. There he was involved in a number of projects, including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City. Also, he represented the City of San Bernardino at the South Tehachapi Management Team meetings, coordinated with San Bernardino County Flood Control and FEMA for the certification of City levees and updating of the Flood Insurance Rate Maps (FIRM), and oversaw permitting and tracking of Land Development Projects through the Division of Public Works/Engineering. In addition to this, Mr. Ackerman has worked intimately with Planning and Building and Safety Divisions on Land Development Projects.

Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- ***Design Division:*** Designed plans, specifications, and estimates for the

rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.

- ***Traffic Operations Division:*** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed stop sign and traffic signal warrant studies.
- ***Construction Division:*** In the Construction Division, Mr. Ackerman was Resident Engineer for various projects including Watson Wash Bridge Replacement Right (Rte 40), Replacement of Drains and Earthwork (Rte 40), and Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).

Mr. Ackerman served as Project Engineer and/or Construction Manager/Resident Engineer on a number of roadway projects. Recent similar projects include:

- City of San Bernardino, Via Duct Boulevard/2nd Street Realignment Project: Prepared PS&E and served as Construction Manager/Resident Engineer. Cost $1.5M.
- City of Alhambra, Polar Boulevard Rehabilitation Project: Federally funded project as part of Stimulus Program. Served as Construction Manager/Resident Engineer. Cost $1.2M.
- City of Baldwin Park, Francisquito Avenue Overlay Project; Ramona Boulevard Overlay Project: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3.5M.
- City of Commerce, Garfield Avenue Telegraph Road to Malt Avenue Street Improvements; Eastern Avenue Pavement Overlay Stevens Thru City Boundary; Garfield Avenue and Slauson Avenue Intersection Improvements; Washington/Ayers Intersection: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3M.
- CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- City of Alhambra, Alhambra Road Rehabilitation and SRTS Project: Served as Construction Manager/Resident Engineer. Cost $1.2M.

KURT PEGG, PE
Structural Representative/Inspector

EDUCATION
- B.S. Civil Engineering, University of Calgary, Alberta, Canada

REGISTRATION
- Registered Civil Engineer

SUMMARY

Mr. Pegg has over 20 years of construction engineering experience related to highways, roadways and interchanges. He has served as a Senior Project Manager, Senior Estimator, Resident Engineer and Structural Representative. Mr. Pegg has been responsible for some of the largest freeway projects in Southern California, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule development and review, storm water pollution prevention plan preparation and compliance, claims preparation and mitigation, cost estimating, reviewing and designing structure-related shop drawings, and assuring compliance with plans and specifications.

PROFESSIONAL EXPERIENCE

- **State Route 71 and Mission Boulevard Grade Separation Project:** Served as the Resident Engineer for this regional project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.
- **215/60 Riverside Interchange, Riverside, CA ($317 Million):** Senior Project Manager for the construction of 4 miles of high occupancy vehicle (HOV) lanes and widening of freeways on I-215, SR60 and SR91; Approximately 80 new sound walls and retaining walls throughout the project; major structural improvements at 8 local interchanges; 2 sweeping 'flyover' connector ramps between the I-215/SR60 and the SR91; Improvements to local drainage systems; new truck bypass connector leading from the eastbound SR 60 to the southbound I-215; new bridges at Linden, Iowa and Blaine Avenues providing better access to the University of Riverside. Funding for the project came from a combination of federal, state and local sources.
- **5/805 Interchange and Freeway Widening, San Diego, CA ($176 Million):** Project Manager for the construction of a separate freeway by-pass system from the junction of Interstate 5 and 805 to the Del Mar Heights Road Interchange. The Project also included the construction of a diamond type Interchange at Carmel Mountain Road, and adding of Auxiliary lanes to the existing main lanes. The projects goals were to reduce traffic through the corridor, improve safety through the addition of the by-pass system, and improve access to SR-56 and local roadway systems. Project innovations included building bridge foundations to better withstand earthquakes, eliminate merging and weaving traffic by separating SR-56 and local interchange

traffic from I-5 main lanes. Caltrans partnered with Contractors to ensure the project enabled cost effective construction methods and efficient staging in the interest of time saving to contractors and minimizing travel impact to motorists.

- **SR91/SR57 Interchange Widening, Anaheim, CA ($75 Million):** Project Manager for the construction of the widening of SR91 and SR57 freeways to construct a HOV connector almost a mile in length. The projects goal was to eliminate the weaving of traffic through the interchange caused by the transition from one freeway to the other of the HOV lanes. In order to accomplish this both freeways had to be widened and this required new bridges to be constructed at State College Boulevard, Placentia Avenue Overcrossing, Sunkist Avenue Overcrossing, Mira Loma Overcrossing, and La Jolla Overcrossing. New retaining walls and soundwalls were necessary to support the widening of the freeways along with new drainage improvements. The Contractor was awarded the gold medal in partnering from Caltrans for working through difficult construction issues and to expedite project bringing it in on time and under budget.
- **SR 55 Widening, Orange, CA ($40 Million):** Project Manager for the construction of approximately two and a half miles of freeway widening on SR 55. This project required the construction of two new bridges, retaining walls and soundwalls. Improvements were made to the interchange at Lincoln Ave and SR 55 to support the widening and the end result was an increase in traffic flow and a decrease in congestion on the SR 55 freeway.
- **Ave "H" Overcrossing, Lancaster, CA ($10 Million):** Project Manager for the construction of Avenue "H" Overcrossing. This project was part of the ever increasing development of the outer LA area. The project required street and drainage improvements to support the new bridge over SR 14 freeway.
- **I-10 Freeway at Palm Drive/Gene Autry Trail Interchange Project, Palm Springs, CA ($16 Million):** Resident Engineer / Structure Representative for the construction of a new cast in place post tensioned box girder bridge over the I-10 Freeway. A precast "I" girder widening over the BNSF railway tracks and the roadway widening of Palm Dr.

MICHAEL J. SCHNEPF
Principal Public Works Inspector

EDUCATION
- SDSU, CA 1977
- SDSU Extension: Construction Technology

Awards:
- Best Project, American Concrete Institute for The Falls at Rancho Bernardo

SUMMARY

Mr. Schnepf has approximately 30 years of experience in general engineering/public works and building construction projects. In these capacities, he has been responsible for more than $500 million worth of private and public works construction projects in Type A and Type B construction. He has inspected numerous federally funded projects in compliance with Local Assistance Procedures Manual, as well as projects under Caltrans' jurisdiction.

PROFESSIONAL EXPERIENCE

- **General Public Works Inspection:** Worked at various Cities under Transtech contracts as Senior Public Works Inspector. Projects inspected include, all aspects of new infrastructure construction and reconstruction, parks, ball fields, landscape aquatic facilities, fire stations, piers, skate parks, airports, coastal and recreational facilities, playgrounds, water and sewerage systems (including distribution mains (to 120 inch), mainlines, service laterals, lift & pump stations, domestic and reclaimed water systems, fire lines, backflows, pressure reducing stations, valve cut ins, line stops, line freezing, gravity and force mains and grease interceptors.
  - **Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **Avenida Pico Widening, San Clemente:** Widening of Avenida Pico from I-5 to Avenida Del Cerro including improvements to San Clemente High School. Widened arterial roadway within very limit time frame on a 24 hour a day schedule. High School kept open as were all businesses. Was

accepted by State Architect to perform all onsite inspection of improvements on school property.

- **Smart Corridor, Washington Avenue Culver City:** Coordinated and inspected the integrated Smart Corridor consisting of 51 fully reconstructed and signalized intersections with interconnect and monitoring in Culver City. Interfaced with Caltrans along the I-405 corridor.
- **Skypark Signalization and Widening, Torrance:** Provided construction management and inspection for widening and signalization of Skypark Drive and Madison Street. Interfaced with Edison for relocation of high voltage primary lines and street lighting, FAA personnel at Zamperini Field Airport and Administrative Staff at Torrance Memorial Medical Center. Twenty four hour access to all businesses and facilities were maintained.
- **City of San Clemente, multiple locations:** Provided inspection, design review and plan check for new and retrofits at over 40 intersections during a span of eleven years. Interconnect and camera detection systems. Interfaced with Caltrans along the I-5 corridor.

- **Grading:** Provided grading inspection from initial clearing & grubbing through rough grade and precise grading on projects ranging from 4,000 sq. ft. lots to 3200 acre master planned subdivisions. In many cases provided or assisted in engineering plan check processes. Provided all aspects of inspection for caissons, tie-backs, geotextiles, sub-drains, de-watering wells, wicking systems, benching, buttressing, minor & mass grading operations. Worked closely with Paleontologists and Archaeologists during grading operations. Sites have included the most fossil-rich find in Orange County. Retaining walls have included gravity/friction segmental walls, cmu, cast-in-place concrete and shotcrete applications.
- **Traffic Signals:** Project construction management and inspection of traffic signals and interconnect systems in conjunction with widening and total reconstruction of one of the most heavily utilized intersections in Los Angeles County, 190th & Crenshaw in the City of Torrance. Inspection, design review and plan check for new and retrofits at over 140 intersections during a span of eleven years. Interfaced with Caltrans along the I-5, I-10 and I-405 corridors.
- **Reservoir:** Reconstruction of Reservoir 5A and 8, San Clemente: Assisted in drafting specifications for the restoration, reconstruction of two reservoirs in San Clemente. Provided construction inspection services for all stages of construction and monitored deputy coating inspection team.
- **Storm drain systems:** Channel drains, local depressions, catch basins, main lines, head walls, box culverts, lined channels, desilters, detention basins, clarifiers, energy dissipaters, environmental containment, hydrocarbon filtration, in field testing.
- **Other Utilities:** All overhead and underground electrical, water, sewers, communications, gas, and fuel lines including storage facilities.

DAVID RAGLAND, PE, LS
QC/QA

EDUCATION
- Humboldt State University, CA, Bachelor of Science

REGISTRATION
- Registered Civil Engineer
- Licensed Land Surveyor

SUMMARY

Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction. Estimated valuation of projects that Mr. Ragland has been involved is approximately $1,000,000,000.

PROFESSIONAL EXPERIENCE

General Civil Engineering Projects:

- **CSUSB (Cal State SB University) San Bernardino Main Access Road:** Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Campus Parkway Roadway:** Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Cannon Roadway and Sewer:** Design of approximately 2 miles of roadway and 36 inch sewer pipe and pump station. This project required careful consideration to pipe buckling due to the extreme soils conditions of the Agua Hedionda Lagoon. Special bedding techniques were used along with special coupling of the pipes to allow for potential deflection as the bridge abutment and road fill settled.
- **Lopez Canyon Roadway and Sewer:** Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- **Sorrento Valley Boulevard:** Design and construction of 4 miles of roadway.
- **University Development:** Development of a 135 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and educational and training facilities and offices for Cal State SB University.
- **San Elijo Hills Development:** Development of 2000 acre master

planned community including golf course and hotel. Project included preparation of Specific Plan, TM, Final Map, construction plans for all necessary infrastructure, environmental permits and Communities Facilities District.

- **Parkway Business Centre:** Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.

Drainage And Sewer Projects:

- **City of Commerce**: Master Sewer Study Telegraph Corridor re-vitalization project. Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- **University Park Storm Drain Design:** Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- **University of Riverside:** West Campus Infrastructure, including sewer, storm drain, water, design.
- **San Elijo Ranch Drainage, Sewer and Water Master Plan, San Marcos:** 2,000 acre / 3400 unit master planned community. The project included literally miles of storm drain, sewer and water lines, sedimentation areas, pump stations, booster stations, water reservoirs and force mains. Cannon Road Trunk Sewer and Pump Station - Design of 8-12 inch gravity sewer, 6 and 8 inch force main, pump station and wet well. City of Carlsbad
- **Penasquitos Canyon Trunk Sewer:** PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
- **Otay River hydrology study and dam breach analysis:** 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- **City of San Diego:** Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline. Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter. Design and construction of Mercy Road pressure booster.
- **City of San Bernardino:** Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- **City of Riverside:** Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.

ALI CAYIR, PE
QC/QA

EDUCATION
- BS Engineering
- MBA, Project/Construction Management, UC Irvine

REGISTRATION
- Registered Civil Engineer
- Licensed Gen Contractor A
- Licensed Gen Contractor B

HIGHLIGHTS
- Served as Contract City/Traffic Engineer for Cities.
- Federally Funded Project Experience: Extensive experience in the state and federal programs and procedures, and in the management of federally and/or state funded projects in compliance with the Local Assistance Procedures Manual.
- Diversified experience in both design and construction.

SUMMARY

Mr. Cayir has approximately 30 years of experience in engineering and construction. He served as contract City Engineer/City Traffic Engineer for a number of municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects.

PROFESSIONAL EXPERIENCE

Civil Engineering Experience

- Project Principal for I-710 Freeway Interim Improvements and Fremont Widening and Reconstruction: Transtech provided Turn-key Services, including Program Management, Construction Management, Design, Surveying, Right-of-Way Engineering, and Environmental. The project included major roadway improvements, removal/demolition of various buildings for additional right-of-way and reconstruction of buildings behind new right-of-way, traffic signals, infrastructure, utilities, pavement, drainage, water, sewer, landscape, street lighting, traffic signal, pavement improvements. Project was funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual. (Cost $20m).
- Project Principal for University Park Development/San Bernardino: The project included 2 miles of new roadway, sewer, water, utility and extensive hill side grading for a master planned residential and commercial development on 130 acre site across from the San Bernardino State University. (Cost $20m).
- Project Principal for $20 m Carlsbad to San Diego Rail Trail Project Report, which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Improvement Project encompassing 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Construction cost $5,000,000.

Construction Management Experience

- Project Principal for City of San Bernardino, Santa Fe Historic Train Depot

Renovation. Transtech is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $13m

- Project Principal for City of Alhambra, Valley Boulevard Widening. Preparation of funding application, securing $5 million Federal, State and County funding, and design, and is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $5m
- Project Principal for City of Commerce, Rosewood Community Center. Transtech was retained by the City to take over the management of this multimillion dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City start the move-in process, and 2 months after, the facility was opened to public use. Currently, Transtech is assisting the City in claims analysis and change order resolution. Construction Cost: $15m.
- Project Principal for City of Alhambra Chapel, First St and Garfield Parking Structures: Transtech served as turn-key project manager, including management of design, construction, building plan check and inspection, federal funds, labor compliance for 3 parking structure projects. Chapel: 4 story, 300 space structure; First Street: 4 story, 276 space structure; Garfield: 5 story, 800 space structure. (Cost $15m)

Traffic Engineering Experience

- Design and management of a variety of traffic and transportation engineering projects, including traffic signals (more than 1000 locations), traffic signal interconnect system, street lighting, traffic control, signing and striping design; signal timing and coordination studies; traffic signal management studies; traffic safety projects (OTS) including traffic control device inventories and speed surveys; traffic impact and parking studies for more than 100 projects; and feasibility studies for traffic control measures, freeway access, bikeways and street improvements. Mr. Cayir has also served as consultant Traffic Engineer for various agencies in Southern California.
- Project Manager/Engineer for the preparation of ramp metering, count station, traffic signal, highway lighting, sign lighting, construction signing, pavement delineation, communication, and other traffic related plans for several state highways and freeway improvement projects involving Caltrans Districts 7, 8 and 12.
- Project Manager for the preparation of traffic signal modifications for various arterials in Los Angeles County including Garvey Avenue, El Segundo Boulevard, Crenshaw Boulevard, Slauson Avenue, Rosecrans Avenue, Arrow Highway and Huntington Drive/Alosta Avenue/Foothill Boulevard.

SELIM BOUHAMIDI
Office Engineer/Funding Compliance and Inspection Support

EDUCATION

- MA, Urban Planning, University of California, Los Angeles.
- BA, Anthropology, University of California, Los Angeles

HIGHLIGHTS

- Extensive experience in federal funds and grants and working with Caltrans Local Assistance and local agencies.
- Well versed in Caltrans and Local Assistance construction filing and document system.
- As the primary coordinator of Transtech's federal-aid internal procedural tracking system, Mr. Bouhamidi has been and is responsible for the direction and coordination of several federally funded projects having worked with numerous local agencies including the cities of Inglewood, Baldwin Park, Pomona, Lawndale, and Long Beach.
- Also worked with the City of Riverside Urban Planning Department.

SUMMARY

Mr. Bouhamidi has approximately 5 years of experience, and provides office support to Project Managers and Resident Engineers. He is well versed in Caltrans and Local Assistance construction filing and document system. He also works closely with various Funding Agencies, including Caltrans Local Assistance, and local agencies to successfully secure federal-aid for various construction projects. Mr. Bouhamidi has also worked with the City of Riverside Urban Planning Department. He was responsible for updating the city's property database recording architectural descriptions, and recent demolitions.

PROFESSIONAL EXPERIENCE

- Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- City of Alhambra, Josylin Community Center Renovation Project funded by Federal Energy Efficiency and Conservation Block Grant: Served as office support engineer and provided labor compliance services.

- City of Alhambra, Valley Boulevard Reconstruction, Federally Funded Project: Served as office support engineer and provided labor compliance services.

- City of Pomona, Rte 71/Mission: Provided funding support, assisted in E76 processing of various phases, and assisted in labor compliance.

- Office Engineer Federal- and State-Aid Internal Procedural Tracking System: Development of an internal electronic procedural tracking system to fast-track, coordinate, and organize federally-aided projects. This multi-layered, holistic system is process-oriented and developed over a timeline—a steady departure from the topically based and more general approach of the Caltrans Local Assistance Procedures Manual. The system provides swift results by ensuring that a project stays fully on track and is carried out in a timely and efficient manner, while providing personnel with all key reference points, timelines, and resources to complete and track the various ongoing projects. Responsible for tracking all aspects of a federal- or state-funded project beginning with the initial submittal of the funding packet application and signatures. Every step in the transmittal process is reviewed, tracked, and updated. The tracking system also includes follow-ups on federal application forms, which are subject to change after submittal and must be updated so as not to hold up authorization of funding. Working closely with Caltrans Local Assistance procedures, responsible for managing, tracking, and monitoring various transportation projects from a diverse number of cities.

The following are Billing Rates for project staff:

Key Person	Project Role	Billing Rate
Robert Quintero	Contract Principal/Manager	$145
Kurt Pegg, PE	PM/CM, Resident Engineer, Structural Representative	$145
Michael Ackerman, PE	Deputy PM, CM, RE	$145
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	$145
Michael Schnepf	Principal Public Works Inspector	$95
Selim Bouhamidi	Office Engineer/Funding Compliance	$65

As required in the RFP, we are providing the following billing statement:

The above hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

The following is the Resource Matrix showing hrs per task for each project staff:

Resource Matrix		Project Management Consultant (PMC) Services	Construction Management Consultant (CMC) Services	Construction Inspection Consultant (CIC) Services	Totals
Staff	Position	Hrs	Hrs	Hrs	Hrs
Robert Quintero	Contract Principal/Manager	250	250	0	**500**
Michael Ackerman, PE	Project Manager, Construction Manager, RE	1,000	1,500	500	**3,000**
Kurt Pegg, PE	Structural Representative and Inspector	100	300	800	**1,200**
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	500	100	0	**600**
Michael Schnepf	Principal Public Works Inspector	200	250	2,000	**2,450**
Selim Bouhamidi	Office Engineer, Funding Compliance and Inspection Support	100	1,000	750	**1,850**
Totals		**2,150**	**3,400**	**4,050**	**9,600**

The following are the required Statements to be included in the proposal per the City's RFP:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
   We agree with the above statement.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. The City's standard Agreement will be executed without any proposed changes.
   We agree with the above statement.

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
   We agree with the above statement, and do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
   We do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
   We agree with the above statement.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
   We agree with the above statement.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
   We agree with the above statement.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
   We agree with the above statement.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
   We agree with the above statement.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.
    We agree with the above statement.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
    We agree with the above statement.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
    We agree with the above statement.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
    We agree with the above statement.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
    We agree with the above statement.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
    We agree with the above statement.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under

the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

We agree with the above statement.

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $868,870.00.
2. The Consultant will submit an invoice to the City based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

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Revised 10/13/09

EXHIBIT "D"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129

NORTHWEST CORNER OF CACTUS AVENUE AND LANDON ROAD

DEVELOPER: WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Tract Map No. 35760.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On September 30, 2008, the Community Development Department of the City of Moreno Valley approved Tentative Tract Map No. 35760 as a revision to Tract Map No. 31129. The tentative tract map is a proposal to subdivide a 1.83-acre portion of previously approved Tract Map No. 31129 into six residential lots. The tentative tract map will allow for the subdivision of six lots, the elimination of a detention basin (Lot L of

Tract Map No. 31129), and the adjustment to existing lot lines previously approved on Tract Map No. 31129.

DISCUSSION

Tract Map No. 35760 is in conformance with the tentative tract map. The developer has requested that the tract map be approved for recordation. Most public street improvements were completed under Tract Map No. 31129. The remaining trail improvements adjacent to Lot 6 of Tract Map No. 35760 on Cactus Avenue and those along the west map boundary of Tract Map No. 35760 and Tract Map No. 31129 will be completed prior to occupancy of Tract Map No. 35760. The trail improvements include but are not limited to three-rail PVC fence, gates, bollards, decomposed granite, concrete curb, and related grading and drainage.

ALTERNATIVES

1. Approve Tract Map No. 35760 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would allow the developer to proceed with the recordation of the six-lot subdivision.*

2. Do not approve Tract Map No. 35760 nor authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would not allow the developer to proceed with their proposed residential subdivision development.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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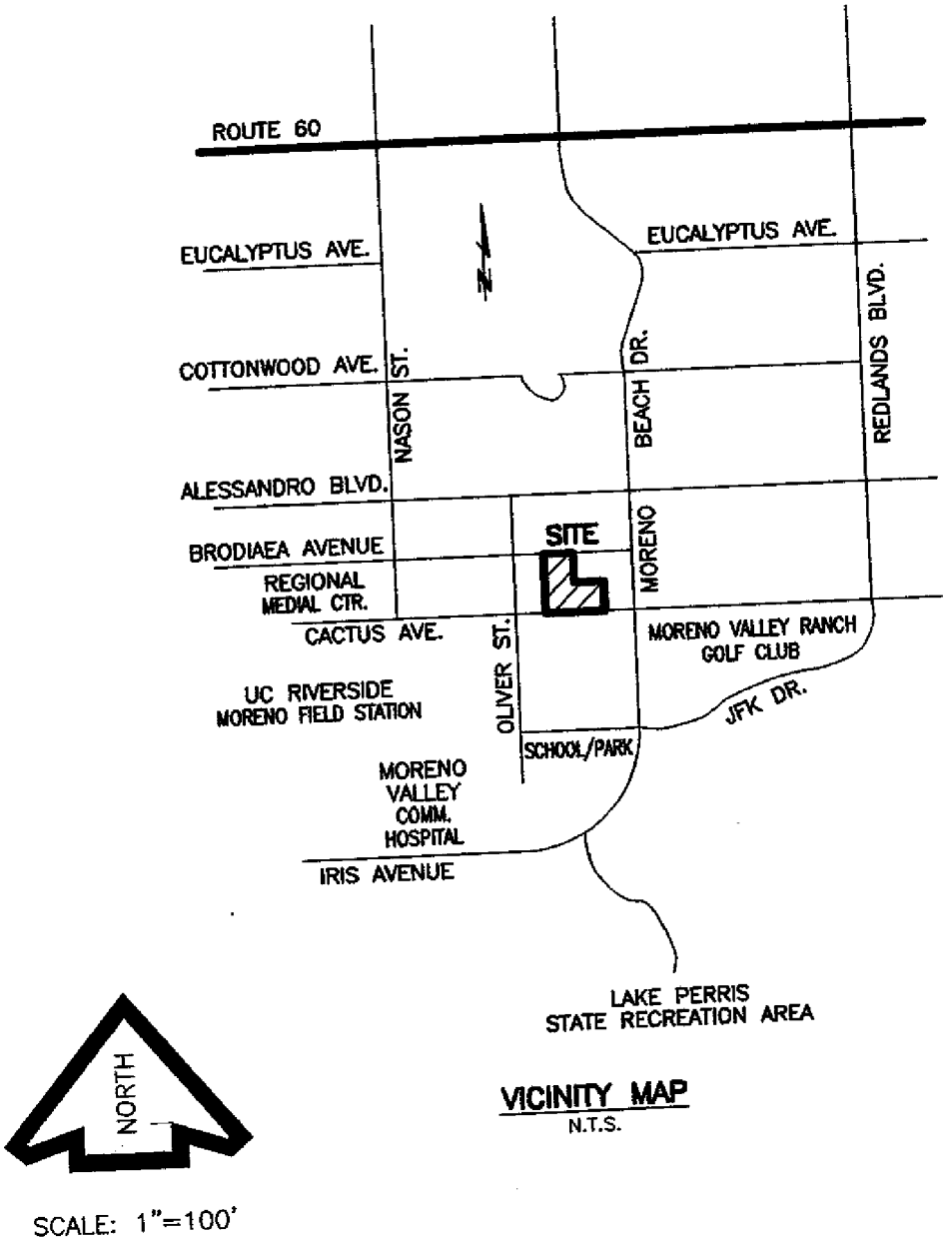

SCALE: 1"=100'

CITY OF MORENO VALLEY PUBLIC WORKS - LAND DEVELOPMENT Exhibit "A"	P07-144 LOCATION MAP

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MV00113872

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system.

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000.

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

BACKGROUND

Local traffic congestion has become increasingly prevalent as the City continues to grow. Congestion hot spots are well-known and include most intersections adjacent to freeway interchanges and several arterial corridors. The current recession has slightly improved conditions, but as the economy improves, and travel increases once again, traffic flow optimization will increase in importance to the community. In the long term, Moreno Valley's population will almost double, substantially increasing the traffic loading on our roadways. To address current and future traffic demand, staff has proposed

implementation of Intelligent Transportation Systems (ITS) technology to systematically manage and optimize traffic flow.

In 2009, the City completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan.

The City's current traffic signal control system was procured in 1991. The platform, which consists of field controllers and a computer in City Hall, is obsolete. The controllers are no longer available for purchase, and the central software (which is MS-DOS-based) cannot be run on newer operating systems. Therefore, City staff has planned for a replacement system consisting of a TMC and new central traffic control software, new traffic signal controllers to be deployed in the field over time, and a citywide communication network.

DISCUSSION

A TMC provides the ability to centrally monitor roadway conditions and adjust traffic signal timing to optimize vehicle flow. Monitoring is accomplished through the use of closed-circuit television cameras, and data from traffic detectors used to display real-time vehicle speeds. Control is accomplished via fiber optic communication facilities which will be steadily deployed over time.

The TMC would be linked to the City of Riverside and Caltrans District 8 TMC's via high-bandwidth data connections, allowing Moreno Valley the capability of viewing video from those agency's CCTV cameras, as well as coordinating response in the event of incidents. Other nearby agencies with fully operational TMC's include Temecula, Corona, and Fontana. In other parts of Southern California, virtually all agencies with populations over 50,000 maintain active TMC's.

With existing staff levels, Public Works is capable of operating and maintaining the TMC as an extension of their current duties, so no additional employees would be required. The TMC would produce net labor savings by reducing the need to deploy field personnel to diagnose and correct traffic signal equipment problems. The TMC would enable faster response for maintenance issues through the use of standard features such as automated paging/emailing of alerts and remote access capability.

The TMC would have secondary benefits, in that an ITS deployment better positions Moreno Valley for grant funds since it represents a higher level of commitment to improving mobility. The TMC would be located in the current Fishbowl Conference Room adjacent to the entrance lobby of City Hall.

In January 2011, City staff released a Request for Qualifications for central traffic control software, which was mailed to nine firms known to provide such software, and was also advertised on the City's Web site. Eight submittals were received, indicating a high level of interest. A panel of four persons, including one representative from the

City's Technology Services Division and an expert in traffic control system deployment from outside the City, reviewed and scored the submittals. Based on the scoring of the responses, four firms were invited to interviews, which consisted of a live software system demonstration and presentation. The same panel scored the interviewees. All four panelists ranked Kimley-Horn and Associates highest. The panel felt that the system will be state of the art for years to come and thus represents an excellent investment. Kimley-Horn has deployed this software system for numerous Southern California agencies, including Beverly Hills, Culver City, Los Angeles County, Claremont, San Dimas, and the City of Commerce.

ALTERNATIVES

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and authorize the Public Works Director to execute any subsequent amendments related to this agreement. *This is the recommended alternative.*

2. Do not approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; do not authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; do not authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and do not authorize the Public Works Director to execute any subsequent amendments related to this agreement. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Transportation Management Center Project (TMC) is included in the Fiscal Year 2011/2012 Capital Improvement Program budget and will be financed by the Traffic Signals Development Impact Fee fund (Fund 202) and the Air Quality Management Fund (Fund 137). These funds can only be used for traffic signal and air quality improvement purposes. There is no impact to the General Fund. FY 2011/2012 budget amounts are estimated, since final financial data for FY2010/2011 are not yet available.

AVAILABLE FUNDS

FY 2011/2012 Development Impact Fees— Account No. 417.79528	$	220,000
FY 2011/2012 Air Quality Management— Account No. 137.68129	$	215,000
Available Funds	**$**	**435,000**

ESTIMATED COSTS

Central Traffic Control System Software Contract	$	315,000
Modifications to Fishbowl Conference Room	$	40,000
Video display units, furniture and Incidentals	$	60,000
Staff time	$	20,000
Total:	**$**	**435,000**

ANTICIPATED PROJECT SCHEDULE

Prepare plans for space reallocation by:	October 2011
Complete software integration by:	March 2012
Complete space reallocation by:	March 2012

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Services

Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 10-13768129

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Kimley-Horn and Associates, Inc., a North Carolina Corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "B" (Consultant's Scope of Work) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as the City of Moreno Valley Transportation Management Center (Project No. 10-13768129).

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $315,000.00 in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "D" attached hereto and incorporated by this reference.

7. The Consultant and the City agree that the schedule in Paragraph 6 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified

delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

15. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure

and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any

third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant

representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be

delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley	Contractor/Consultant Name
BY: _____ City Manager	BY: _____
	TITLE: _____ (President or Vice President)
_____ Date	_____ Date
	BY: _____
	TITLE: _____ (Corporate Secretary)
	_____ Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

EXHIBIT B

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $315,000.00.
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
4. Any fees for authorized professional services furnished by the Consultant which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such services will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Consultant.

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MV00113890

MORENO VALLEY ATMS

Statement of Work

Prepared by:

Kimley-Horn and Associates, Inc.

For Review by:

City of Moreno Valley

Version 4.2

June 28, 2011

Exhibit A

PROJECT SCOPE

The following scope of services is for deployment and integration of KITS to meet the mandatory elements listed in KHA's response to the City's RFQ submitted on February 3, 2011.

SCOPE OF SERVICES

Task 1: Project Management

KHA's Project Manager shall act as the principal contact for the City and other involved agencies. KHA's Project Manager will be responsible for the completion of activities associated with the performance of this project. Additional responsibilities include management of project planning activities and tracking of resources associated with each aspect of the project. The Project Management task will be invoiced monthly based on percent complete. Target percentages should be outlined to ensure all parties understand the value of each task executed. KHA's Project Manager shall oversee and participate in the activities of the project.

Prepare Project Status Reports

KHA shall prepare and submit written monthly project status reports. The reports shall include the following information including a schedule outlining target dates for completion of items:

- Period covered by the report.
- Overview of the reporting period.
- Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period which were completed.
- Action Items
- Updated Deliverables chart and completion schedule, if necessary.

KHA shall also prepare claims, invoices, billings, and other financial information for review and approval by the City, as required by this agreement.

Task 2: Preliminary Engineering

KHA will meet with City staff to discuss the existing condition of the City's internal network and field network along with future migration plans and schedule. KHA will provide input on communication equipment that the City is considering.

KHA shall collaborate with the City to determine the CCTV and signal controller hardware/firmware specifications for the pilot corridor. It is expected that the City will deploy a signal controller firmware protocol and CCTV encoder that has already been deployed with KITS. KHA will review and demonstrate existing KITS functionality currently deployed for specific firmware/hardware options. A document will be created that summarizes all of City's preliminary engineering decisions.

(continues)

Deliverables:
2.1 Communication Review
2.2 Firmware Specification and Existing Functionality Review
2.3 Signal Controller Hardware and Firmware Recommendations
2.4 CCTV Specification

Task 3: Procurement
Based on the information gathered during meetings with the City's Engineering and IT staff, KHA shall deliver complete equipment list ("Bill of Materials") for full system deployment and submit to the City for review. KHA will review options and provide input on reusing existing City server hardware and software licenses to fulfill the needs of the project. Upon KHA's approval of the equipment list and all system configurations, the City will procure system components, including supporting third party software, system hardware, network equipment, and peripherals. The equipment will remain at the City. The City will assist with the configuration of remote access into the network to enable authorized KHA staff to remotely diagnose the system. Using funds outside of this agreement, the City will purchase 3rd party software that is required for the deployment of the Integrated System. Anticipated software includes:

- SQL Server 2008
- ESRI ArcGIS
- MS Visio Standard
- Notepage PageGate

The workstations will be deployed on Windows XP or 7 and the servers on Windows Server 2008. The Integrated System will utilize SQL Server 2008 as its central database. The specific versions of the tools will be determined in conjunction with City IT preference.

Deliverables:
3.1 Identification of 3rd party software and hardware

Task 4: System Integration
Integration of KITS shall be performed in stages. The following sequence of events details the staged implementation of the KITS system.

1. KHA and the City will conduct multiple meetings to finalize the pilot corridor equipment.
2. The City will procure designated equipment.
3. Based on the City's preference for controller firmware and CCTV equipment, KHA will create a version of KITS that integrates existing modules to support the specified equipment and desired functionality. The source code, reports, registry, and database to support the functionality of the City's modules will be placed under configuration management and version control processes. No new software development is anticipated under this task.

4. A lab configuration will be created and maintained in KHA's facility to simulate the deployment environment.
5. An installation procedure will be generated by KHA. This will be a functional self-contained installation and automate many of the procedures used to install the KITS user interface. This automated installation will include most of the required 3rd party tools and may reference other supporting 3rd party documentation.
6. KHA will come to Moreno Valley to assist City personnel with the installation and configuration of the equipment and required 3rd party software.
7. A backup server will be identified by City staff and configured by KHA for backup and disaster recovery purposes.
8. City personnel, with assistance from KHA, will be responsible for converting and entering signal timing and configuration data into the system database. Preliminary testing will utilize controllers installed in the TMC and/or maintenance facility.
9. KHA will assist City personnel with the installation of 5 compatible BI Tran 233 intersections by assisting with the intersection graphics and configuration of these field signals within the Integrated System and by monitoring the operation of the System at the control center. This assistance will include preliminary training on the graphic configuration within the System.
10. KHA will demonstrate continuous successful communication with the traffic signal controllers and pan-tilt-zoom cameras.
11. KHA will configure compatible mobile devices with the KHA Mobile Performance Metric Collection application. This will allow up to 10 users to generate, high-resolution arterial performance metric data. Authorized users will be able to view and generate reports through a web browser. The arterial performance data will be stored on a server maintained by KHA.

Deliverables:

4.1 Software Configuration
4.2 KITS Installation Program and Procedures
4.3 Software Installation at City TMC
4.4 System Configuration and Integration for 5 Intersections
4.5 CCTV Integration
4.6 Mobile Performance Metrics Integration

Task 5: Documentation

KHA will provide KITS documentation for the City in the following form:

- System User's Manual – provides an overview description of the system, its components, how they are used or accessed by the operators as well as how to use the GUI's for all aspects of the system.
- Quick Start Guide – describes initial configuration and setup of the system. This brief document references the User's Guide, but presents the information in a simple format. The document focuses on data entry, map customization, and initial configuration.

Electronic copies of the final documentation will be provided.

Training topics include:

- On-line help
- Installing software updates
- Intersection phase configuration
- Data integrity
- Naming conventions
- System components
- Effective Monitoring

Deliverables:
5.1 Electronic copies of the System User's Manual and Quick Start Guide for KITS
5.2 Initial Operator Training

Task 6: Remote access configuration
KHA will facilitate meetings with City transportation and IT department to review cost-efficient solutions to allow authorized staff to view relevant signal system information remotely. KHA will assist with the implementation of a remote desktop solution to view and exchange relevant information.

Deliverables:
6.1 Documentation and Configuration Settings for Remote Access

Task 7: Final Training
The final training will be a comprehensive, hands-on review of all previous training sessions. In addition, the City may request additional topics that were not previously covered. The following topics will be discussed:

- Operation and Management of the Integrated System
- Overview of the KITS System
- Operations and System Maintenance
- Security
- Configuration and Customization
- Advanced Functionality

A training schedule will be delivered 2 weeks prior to the comprehensive training sessions that will detail the date and time for each topic. The City can provide input that will help determine the amount of time that is spent on each topic.

(continues)

Deliverables:
7.1 Electronic Copies of Training Documentation (syllabus, manuals, visual presentation materials)
7.2 Hands-on Two Day Workshop

Task 8: Warranty, Support, and Maintenance
The Consultant shall provide a warranty, support, and maintenance for the supplied software for a period of two years. Any ATMS software bugs found during this period will be corrected at no additional cost to the City. New functionality, additions, and enhancements made to the software, that do not constitute a separately packaged and marketed version or module of the system, developed by the Consultant during this period shall be offered to the City at no additional license fee. Upon approval by the City, these enhancements shall be installed and integrated based on current hourly rates.

The Consultant shall provide maintenance services, which will include phone and e-mail support during City's working hours. The Consultant shall perform periodic check-ups and tune-ups several times a year to validate System performance.

Deliverables:
8.1 Two Year Warranty, Support, and Maintenance

Project Deliverables
KHA shall use the standard City software set forth below when preparing deliverables. KHA shall provide deliverables in the appropriate file format (by downloads and/or via e-mail) as follows:

- Microsoft Word or Adobe PDF – Word Processing
- Microsoft Excel – Spreadsheet
- Microsoft PowerPoint – Presentation Materials

The City shall provide comments in electronic format using the same software as outline above.

Optional Operational Support
Other services may be provided in support of the system, its operations or the communication infrastructure for the City as additional services. Authorization by City is required prior to beginning any of these tasks. Services that are not included in this contract, but that may be provided as additional services may include but are not limited to:

- Integration services for additional intersections
- Database population
- Additional intersection graphic configuration
- Communication troubleshooting and integration
- Corridor retiming
- Before and after studies that quantify improvement from deploying the System

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR *LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY* RIVERSIDE SUPERIOR COURT CASE RIC 524877

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500).

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for *Los Angeles Engineering, Inc. v. City of Moreno Valley* Riverside Superior Court Case RIC 524877.

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

BACKGROUND

In 2007, the Community Services District awarded a contract to Los Angeles Engineering to renovate the Moreno Valley Community Park soccer fields. Five

Contract Change Orders were issued for various changes in the scope of the work and as a result of weather delays. Los Angeles Engineering completed the project later than the allowed and refused to process the last three Change Orders. Los Angeles Engineering filed a claim and then a lawsuit in 2009 alleging extra work and extended overhead cost. Gibbs, Giden, Locher, Turner & Senet (GGLTS) were retained to defend the lawsuit and bring the cross-complaint against Los Angeles Engineering.

DISCUSSION

Gibbs, Giden, Locher, Turner & Senet were retained as outside counsel for this case. In January 2009, the City issued a Purchase Order using unencumbered project funds for general legal services for the Moreno Valley Community Park Soccer Field Rehabilitation. Due to the ongoing nature of the litigation, the current Purchase Order is not sufficient to continue the defense of the case and the pursuit of the cross-complaint. Increasing the Purchase Order would allow the City to retain GGLTS to reach a conclusion in the lawsuit. Three sources of funding were used for the project: a State of California grant, Park Improvement Development Impact Fees, and Quimby In-Lieu Fees. In order to use Park Improvement Development Impact Fees for a project, the City must establish a nexus between the development projects paying the fees and the facilities being financed with the fees and the service level to be provided by the facility. Because the soccer fields were expanded by more than 50%, it was reasonable to fund half of the project with Park Improvement Development Impact Fees. The lawsuit is a direct result of the rehabilitation and expansion of the soccer fields. The use of Park Improvement Development Impact Fees for the City to continue to defend the lawsuit and pursue the cross-complaint is established as the result of the project's construction activities. Therefore, the use of Park Improvement Development Impact Fees for legal services against a claim resulting from the Soccer Field Renovations' construction activities is reasonable.

ALTERNATIVES

1. This alternative will allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel to continue the litigation.

2. This alternative will not allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel and may affect the outcome of potential litigation.

FISCAL IMPACT

Staff requests that an appropriation from Park Improvement Development Impact Fees (Fund 205) in the amount of $100,000 be authorized to allow for the purchase order increase and subsequent payments to GGLTS. There is no impact to the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2011/2012 Budget (Account No. 461.65325) $100,000
Total Available Funds $100,000

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Due to the ongoing litigation with Los Angeles Engineering, Inc. over the Moreno Valley Community Park Soccer Field Rehabilitation Project, Staff recommends an appropriation of $100,000 from Parkland Development Impact Fees (Fund 205) to allow for an increase to the Purchase Order to Gibbs, Giden, Locher, Turner and Senet, LLP. This increase will allow for the continuing payment of legal fees and costs due to the litigation with Los Angeles Engineering.

ATTACHMENTS

None

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00113900

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: TRACT MAP 32707 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION
ONE BETTERWORLD CIRCLE, SUITE 300
TEMECULA, CA 92590

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-79 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 32707 is a 137-lot single family residential development to be constructed in the City of Perris just south of Moreno Valley's City limits, with a portion of Lasselle Street being improved within the City of Moreno Valley. The project was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, landscaping, and sewer work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $95,000 issued by Developers Surety and Indemnity Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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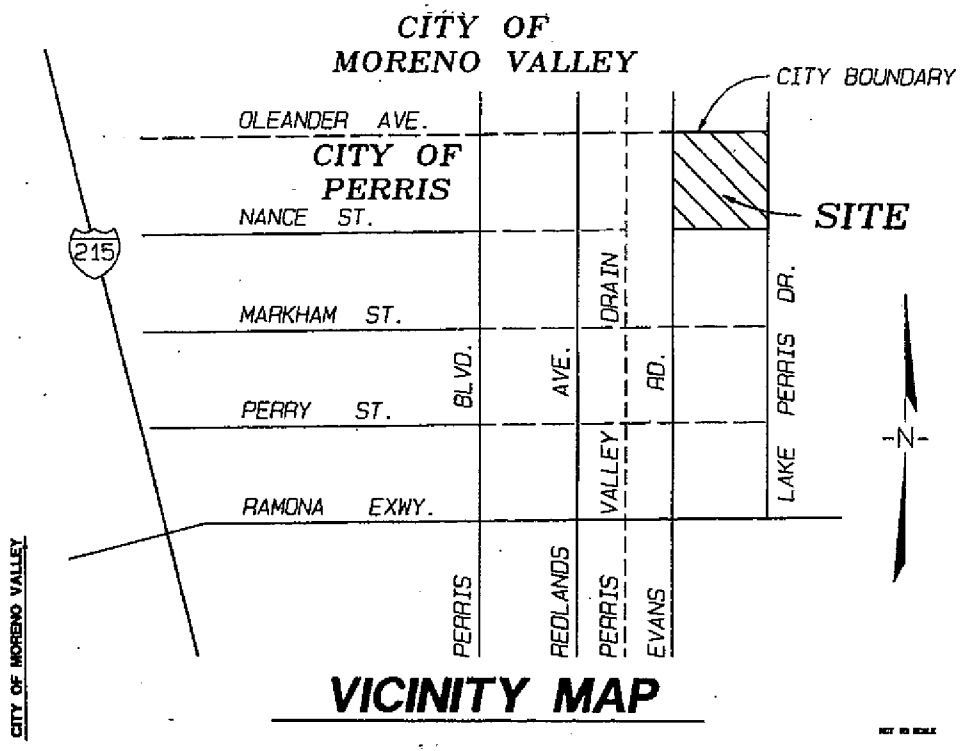

VICINITY MAP

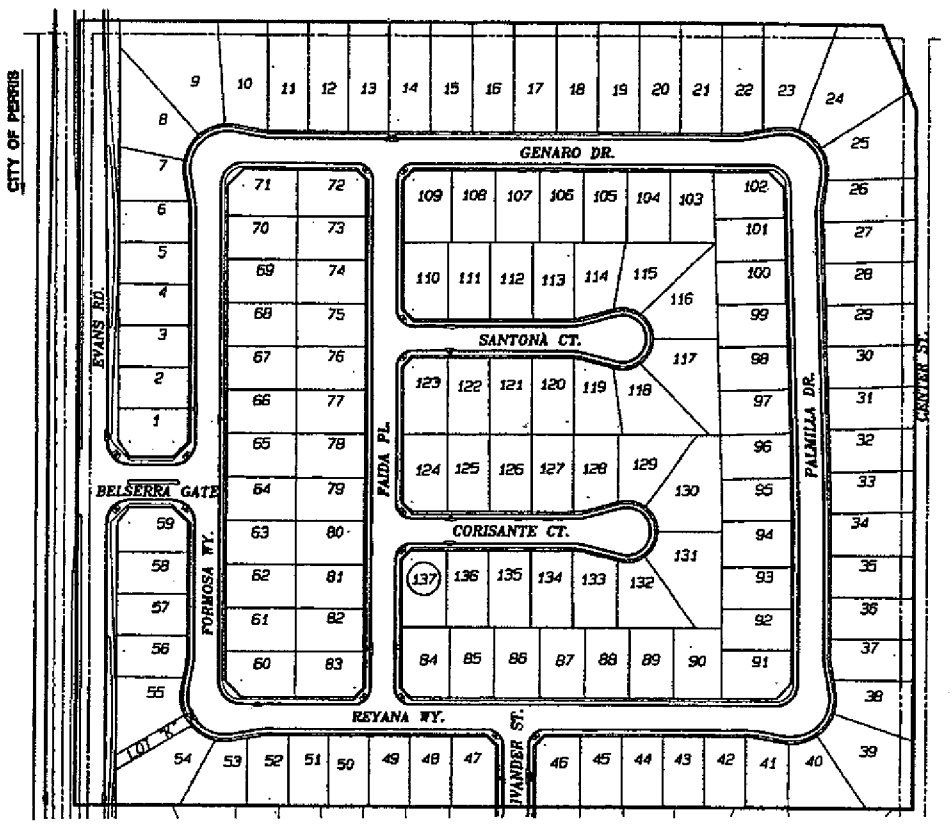

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** **EXHIBIT "A"**	**TRACT 32707** **VICINITY MAP**

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Item No. A.9

MV00113905

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MV00113906

RESOLUTION NO. 2011-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 32707 AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Redhawk Communities. on the portion of Lasselle Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 32707 and accept the portion of Lasselle Street associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Tract Map 32707 are complete, and the portion of Lasselle Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

EXHIBIT "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00113910

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract to Beador Construction Company, Inc. (Beador) and authorized the issuance of a purchase order in the amount of $243,960 for the 2011 Citywide Bridge Maintenance Program.

DISCUSSION

The 2011 Bridge Maintenance Program involved the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). Work on the remaining five (5) bridges included cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

At the time of preparation of this Staff Report, the project is anticipated to be complete by June 30, 2011. Subsequently, staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost will not exceed the approved purchase order amount of $243,960. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, and authorize the release of retention money to Beador thirty five (35) calendar days after the date of recordation of the Notice of Completion, and accept the improvements into the maintained road system. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is included in Fiscal Year 2010-2011 Capital Improvement Project Budget and is funded with Proposition 1B (Fund 226) monies. The funding for this project is restricted for transportation projects and cannot be utilized for other activities. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Contractor Construction Costs*	$244,000
Project Administration, Design, and Inspection	$45,000
Miscellaneous Costs	$2,000
Total Estimated Project Costs	**$291,000**

*Staff anticipates that Contractor Construction Costs will not exceed purchase order amount.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Beador is anticipated to complete the 2011 Citywide Bridge Maintenance Program project by June 30, 2011. The City Council is requested to authorize the Public Works Director / City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Beador, and accept the improvements into the City's maintained road system.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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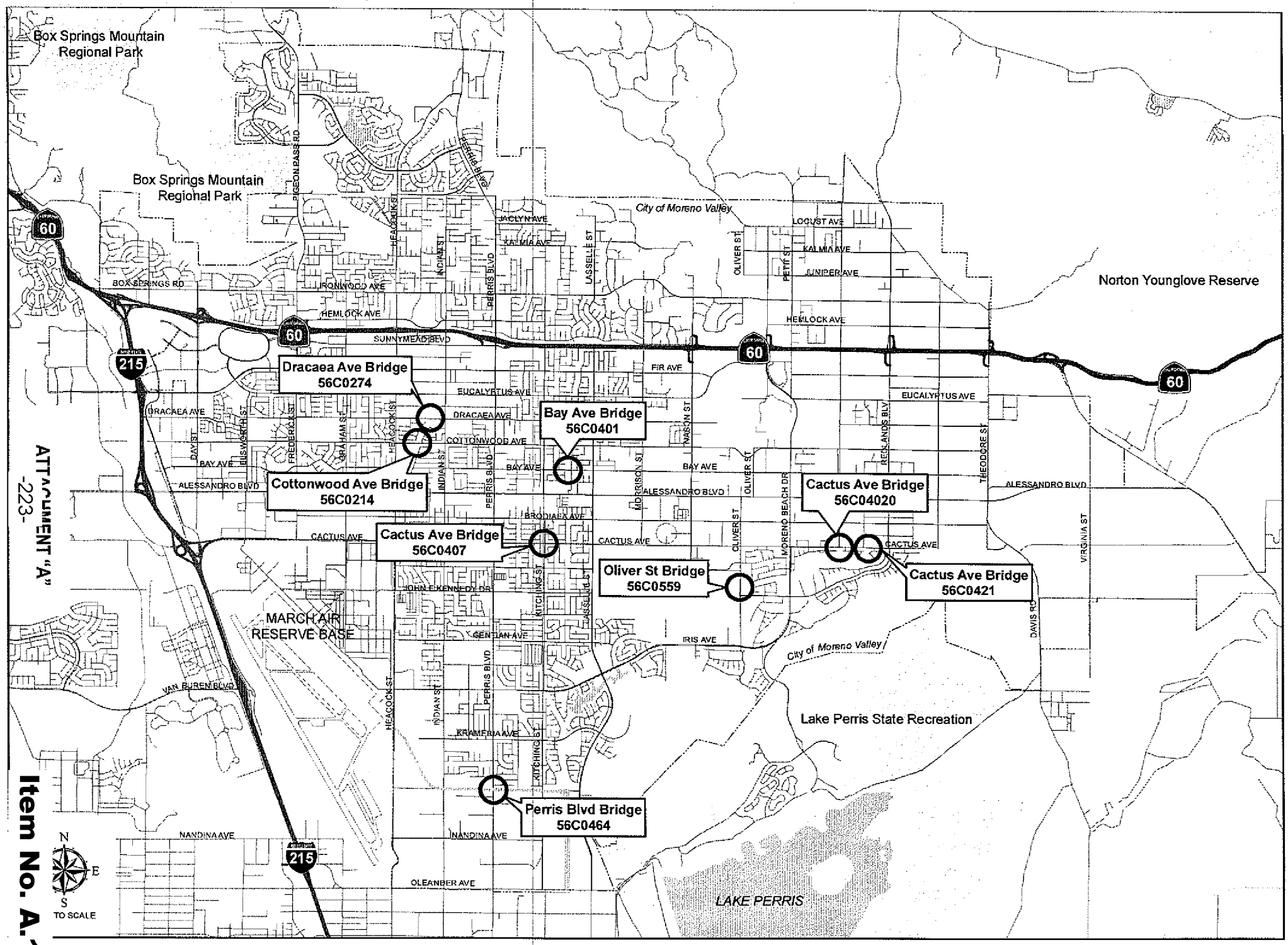

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

ATTACHMENT "A"

-223-

Item No. A.10

MV00113915

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MV00113916

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Community and Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date

of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

BACKGROUND

On June 22, 2010, the City Council awarded a contract in the amount of $706,716 to San Pedro Sign Company (SPESCO) and authorized the issuance of a purchase order in the amount of $812,724 for the construction of the Moreno Valley Auto Mall Freeway Pylon Sign.

DISCUSSION

The City and the Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase business advantageous by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The pylon sign is an integral element of the plan. The sign is located on the south side of the SR60 freeway, east of Moreno Beach Drive. This project replaced the existing aged and worn freeway sign with a new up-to-date high-tech two (2) sided sign that includes a larger video display. The sign is in conformance with the "Specific Plan No. 5 Sign," and is 31 feet wide and stand approximately 85 feet in height, as seen from the freeway.

At the time of preparation of this Staff Report, the construction of the pylon sign is anticipated to be completed at end of June 2010. Subsequently, Staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost is estimated at approximately $725,000 which does not exceed the approved purchase order amount of $812,724. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council and the Redevelopment Agency to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, authorize the release to retention money to SPESCO thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the pylon sign to the Moreno Valley Dealers Advertising Association. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public

Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will allow for timely payment to the Contractor and the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements, and delaying the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

FISCAL IMPACT

The Moreno Valley Auto Mall Improvements construction phase of this project is included in Fiscal Year 2010/2011 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). **These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2010/2011 Budget (Account No. 897.91725)..... $1,512,000

CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$725,000
Project Administration, Design Support, and Inspection Costs*	$ 46,000
Construction Support Services and Miscellaneous Costs	$ 15,000
Total Construction Related Costs	**$786,000**

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

SPESCO has completed the Moreno Valley Auto Mall Freeway Pylon Sign project. The City Council and the Community Redevelopment Agency is requested to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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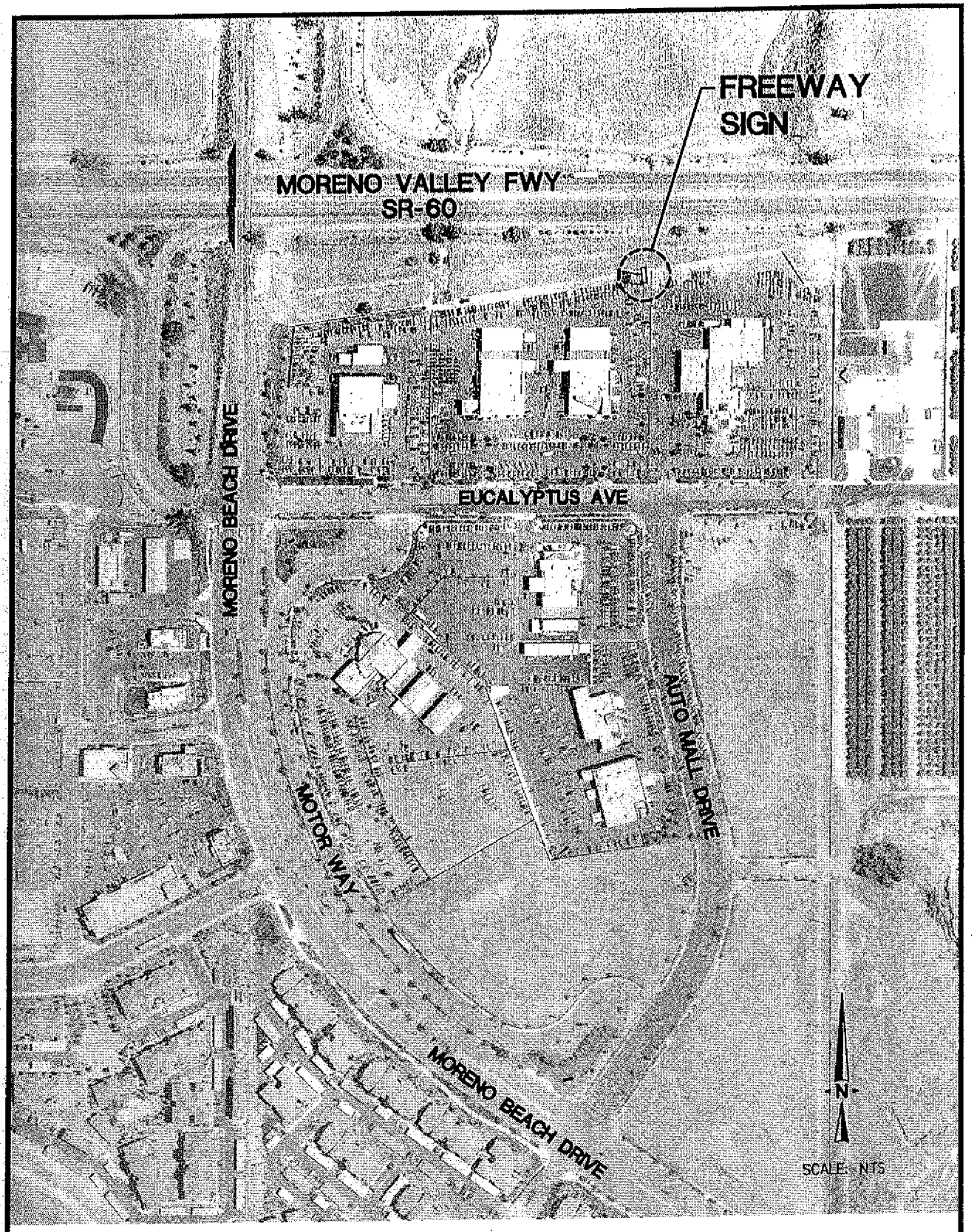
FREEWAY SIGN
MORENO VALLEY FWY
SR-60
MORENO BEACH DRIVE
EUCALYPTUS AVE
AUTO MALL DRIVE
MOTOR WAY
MORENO BEACH DRIVE
N
SCALE: NTS

VICINTY MAP

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MV00113922

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division.

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto.

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

BACKGROUND

On July 13, 2010, City Council approved a Project Agreement in the amount of $99,000 with OPC for a one year period.

DISCUSSION

Due to the vacant City staff "Senior Real Property Agent" position, as well as an increase in project related right of way activities, additional resources are necessary. As a temporary solution to assist in expediting the completion of projects, the Capital Projects Division seeks to extend their Project Agreement with OPC.

OPC staff has an excellent track record of providing right of way services for budgeted capital improvement projects including, but not limited to, Kitching Street Improvements, Day Street Improvements, and Lasselle Street Widening Improvements. In the upcoming fiscal year, OPC staff will continue to work on right of way for projects such as the Perris Boulevard from PVSD Lateral "B" to Cactus Avenue Improvements, Perris Boulevard from Ironwood Avenue to Manzanita Avenue, acquisition of property for the future Industrial Fire Station and Fire Station No. 65, and other budgeted capital projects as assigned.

Staff recommends issuing an increase to the purchase order and executing the "First Amendment to Agreement for Professional Consultant Services" with OPC for a continuation of their services. The purchase order increase for $85,000 allows for additional right of way services by the in-house consultant staff on an as-needed basis with a revised contract expiration date of December 31, 2012.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, do not authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and do not authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The "Project Agreement for Professional Consultant Services" with OPC will be fully expended in September 2011. This First Amendment increases the purchase order by $85,000 to extend the as-needed temporary professional staffing services to December 31, 2012. Adequate funding is provided through the various budgeted capital improvement projects assigned to the temporary staff. The agreement provides the City

the ability to terminate the agreement by giving at least ten days written notice to the consultant.

As costs are incurred against this purchase order, the expenditures will be transferred to the capital projects for which services were performed. The anticipated associated costs for the purchase order increase will be funded through DIF Arterial Streets (Fund 416), TUMF Capital Projects (Fund 415), Fire Station Funds (Fund 434), and Measure "A" (Fund 125):

Perris Boulevard from PVSD Lateral "B" to Cactus Avenue (416.78526)..... $30,000
Perris Boulevard from Ironwood Avenue to Manzanita Avenue (415.78726)..... $29,000
Industrial Fire Station (434.67930)..... $11,000
Fire Station No. 65 (434.72526)..... $11,000
Highland Fire Station (434.67830)..... $4,000
Total..... $85,000

These funds are restricted to Capital Improvement Projects and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

Due to the need for in-house right of way services on a variety of projects, the "First Amendment to Agreement for Professional Consultant Services" with OPC is necessary to continue the temporary professional staffing services for the Capital Projects Division. Staff recommends that the City Council authorize the execution of the Amendment and increase to the purchase order to OPC in the amount of $85,000.

ATTACHMENTS

Attachment "A" – First Amendment to Project Agreement for On-Call Professional Consultant Services

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FIRST AMENDMENT TO PROJECT AGREEMENT
FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES
VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Overland, Pacific and Cutler, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT for ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 22, 2010.

Whereas, the Consultant is providing Consultant Real Property and Right of Way Services for Various Projects of the Capital Projects Division (and other Divisions as needed).

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 13, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as Exhibit "A" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended to December 31, 2012.

FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES

1.2 Exhibit “B” to the Project Agreement is hereby amended by adding to the scope of work section described in Exhibit “A”, entitled "Consultant Proposal.”

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B”, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $85,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “B”.

1.5 The total “Not to Exceed” fee for this contract is $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Amendment to Project Agreement.

City of Moreno Valley	Overland, Pacific and Cutler, Inc.
BY: _____ City Manager	BY: _____
DATE: _____	TITLE: _____ (President or Vice President)
	BY: _____
	TITLE: _____ (Corporate Secretary)

Attachments: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

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Revised Dec 2010

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MV00113930

OVERLAND PACIFIC & CUTLER, INC.
www.OPCservices.com
2280 Market Street, Suite 340, Riverside, CA 92501
phone: (951)683-2353, fax: (951)683-3901

June 13, 2011

Ms. Kimberly Jester
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RE: Continuation of In-House Right of Way Consulting Services 2011

Dear Ms. Jester:

In response to your request, Overland, Pacific & Cutler, Inc. (OPC) is pleased to present the City of Moreno Valley with this brief fee proposal for the continuation of in-house staffing services under our existing Professional On-Call Services Agreement.

OPC is proposing to continue with the existing arrangements and will assign Mr. Michael Green to the City for another one (1) year term beginning January 1, 2012 and expiring December 31, 2012. Mr. Green will be working at a rate of $105 per hour, Tuesdays and Thursdays, from 8:00 AM to 5:00 PM. At 16 hours per week for the year, we estimate the total annual cost to be $87,360, plus any reimbursable expenses pursuant to the Professional On-Call Services Agreement. Should the actual hours increase or decrease over the coming year, the estimated cost will adjust accordingly.

Should you have any questions or would like to discuss further, please do not hesitate to call me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

Joey Mendoza, SR/WA
Principal/Vice-President

EXHIBIT "A"

Item No. A.12

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MV00113932

COST SUMMARY

1. The Consultant's compensation shall not exceed $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

EXHIBIT "B"

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MV00113934

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 12, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $1,768,222.35 to Riverside Construction Company, Inc., for the Ironwood Avenue improvements from Day Street to Barclay Drive. The project construction work began on December 6, 2010.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company, Inc. by July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $1,675,000 which is not expected to exceed the approved purchase order amount of $1,768,222.35. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally consisted of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane, which included concrete curb, gutter, and sidewalk covering approximately 1,600 linear feet. Improvements included approximately 1,402 feet of new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline east of Athens Drive, a masonry block retaining wall along the southerly right of way line between Day Street and Athens Drive, storm drain improvements in Ironwood Avenue at the intersection of Athens Drive, a traffic signal modification at Day Street and Ironwood Avenue, a new traffic signal at Athens Drive and Ironwood Avenue, street lighting, and interconnect improvements. The modifications facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. Ironwood Avenue becomes Box Springs Road just west of Day Street.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion

within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Ironwood Avenue improvements from Day Street to Barclay Drive were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). In accordance with the terms of the Reimbursement Agreement, EMWD deposited $100,273 to pay for its portion of the waterline being upsized and relocated within Ironwood Avenue through fund 414 (Account No. 414.80422); this amount may be adjusted based on final construction costs for this portion of the work. The funds utilized for this project are designated for capital improvements for the Ironwood Avenue improvements project and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91727)	$2,585,000
Fiscal Year 2010/2011 (Account No. 414.80422)	$150,000
Total Budgeted Funds	$2,735,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	**$1,675,000**

Design Support Costs during Construction	$60,000
Construction Geotechnical Services	$30,000
Construction Survey Services	$30,000
Project Administration and City Inspection*	$80,000
SCE Costs (Utility, Streetlights, and Permits)	$32,000
Total Project Construction Costs	**$**1,907,000

*Public Works staff provided project administration and primary inspection services. Additional consultant inspection support was provided for supplemental inspection.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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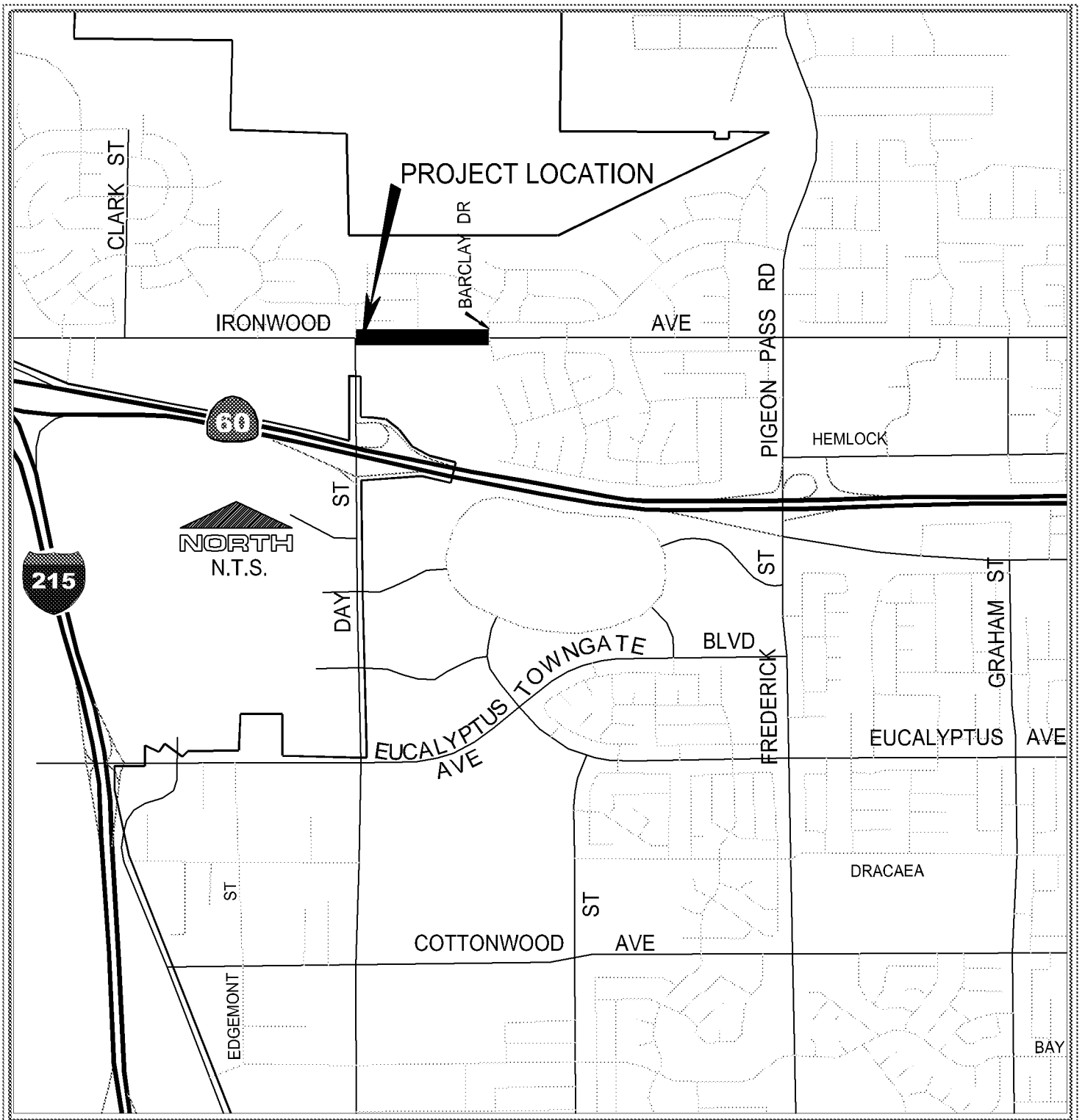

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Attachment "A"

Ironwood Avenue Improvements,
From Day Street to Barclay Drive
Project No. 10-41570027

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MV00113940

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 26, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $207,299 to SoCal Engineers, Inc., for the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east). The project construction work began on January 24, 2011.

DISCUSSION

Staff anticipates that all work will be completed by SoCal Engineers, Inc. in July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final construction cost will be approximately $205,000 which is not expected to exceed the approved purchase order amount of $207,299. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion after the Public Works Director/City Engineer accepts the improvements as complete with the County Recorder, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally involved the installation of a new traffic signal at the intersection of Sunnymead Ranch Parkway and Village Road (east). The work also included the removal and construction of new asphalt concrete pavement, curb and gutter, sidewalk, access ramps, interconnect conduit, and a residential driveway approach, as well as restriping of the intersection, and the installation of signage.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the

improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

The traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east) were included in the Fiscal Year 2010/2011 budget, and financed by DIF Traffic Signal Capital Projects (Fund 417). The funding for this project is restricted to traffic signal capital improvements and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 417.79229)	$249,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Cost	$205,000
Construction Surveying Cost	$2,000
Construction Geotechnical Cost	$2,000
City Furnished Equipment	$19,000
Project Administration and Inspection Services	$21,000
Total Project Construction Costs	**$249,000**

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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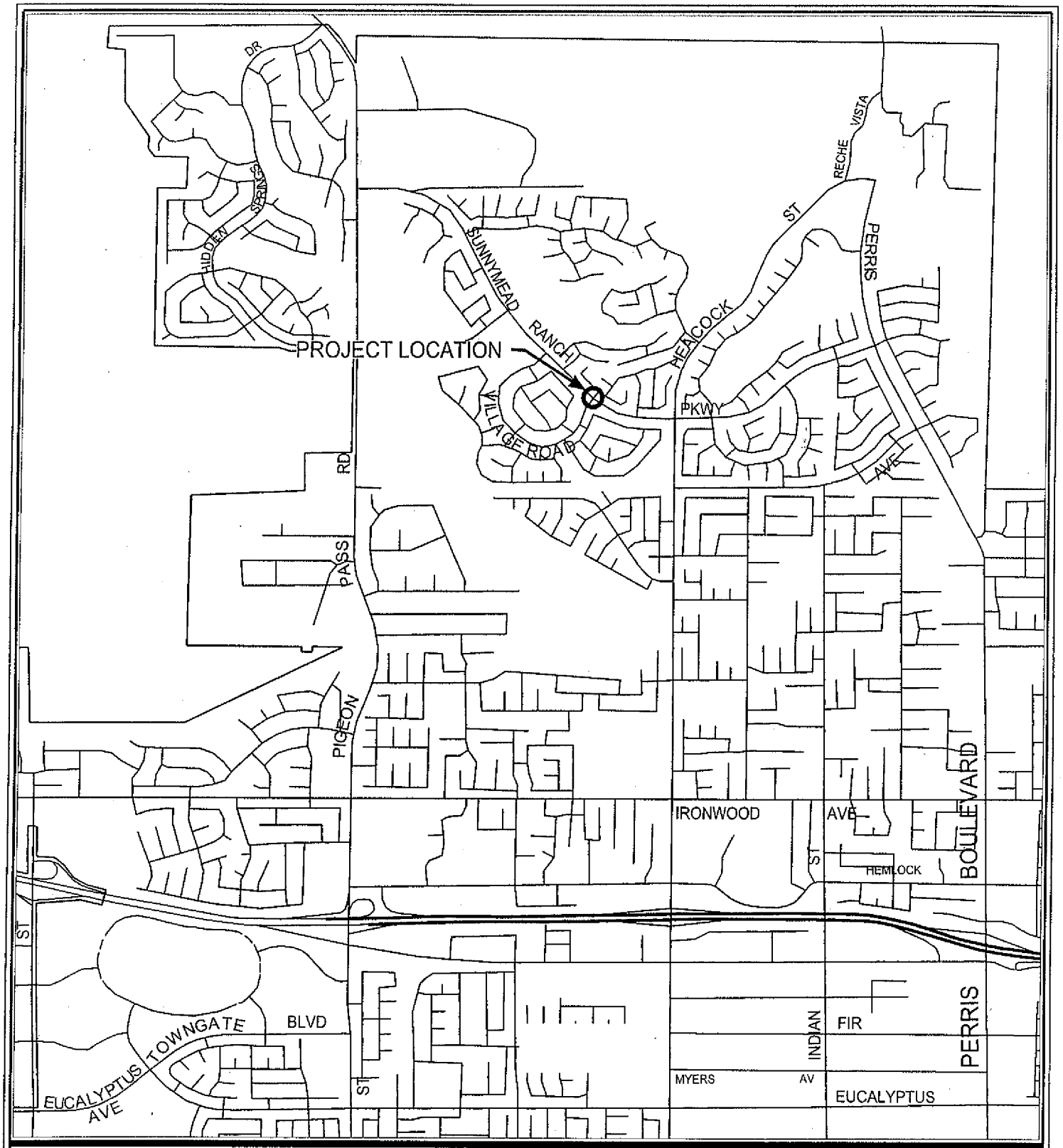

ATTACHMENT "A" - LOCATION MAP

Public Works Department Capital Projects Division	PROJECT NO. 10-41779229 TRAFFIC SIGNAL AT SUNNYMEAD RANCH PKWY AND VILLAGE RD (EAST)
Scale: None	
THOMAS GUIDE - PAGE 687, SECTION D6	

Item No. A.14

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MV00113946

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On May 25, 2010, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,912,608.76 to Hillcrest Contracting, Inc. The work consisted of the construction of street, signing, striping, waterline, utility relocation, and other related road improvements on Day Street between Alessandro Boulevard and Cottonwood Avenue. The City issued a Notice to Proceed to Hillcrest Contracting, Inc. to start work on July 13, 2010.

On February 22, 2011, City Council and the Community Redevelopment Agency were informed that a design error was discovered pertaining to the design and construction of a portion of the street curb and gutter tied to a cross gutter to facilitate surface drainage, located on a short segment of the northerly end of Day Street, just south of Cottonwood Avenue. City Council also authorized an increase of the Purchase Order to a total amount of $2,104,608.76.

Staff is diligently working to resolve the drainage issue independently of this construction contract as part of a second phase of improvements for Day Street. This second phase, Storm Drain Improvements on Day Street South of Cottonwood Avenue, is included in the Fiscal Year 2011–12 CIP, which City Council adopted on June 14, 2011.

DISCUSSION

Hillcrest Contracting, Inc. completed all construction work per the plans and specifications in April 2011. In accordance with the contract documents, however, the date of acceptance of the work for this project by the City Council is contingent upon the satisfactory conclusion of the 90 day maintenance period, which is scheduled for the end of July 2011.

Staff is in the process of negotiating the final Contract Change Order and anticipates the final contract cost will be approximately $1,953,000.00 which does not exceed the approved purchase order amount of $2,104,608.76. Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice

of Completion. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Budget and is financed by RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897). **These funds have been allocated for the Day Street from Alessandro Boulevard to Cottonwood Avenue Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

FISCAL YEAR 2010-2011 BUDGETED FUNDS (ACCOUNT NO. 897.91724):
RDA 2007 Tax Allocation Bonds (TABS) $2,413,377

FINAL CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	$15,000
Anticipated Contractor Construction Costs	$1,953,000
Construction Geotechnical Services	$15,000
Construction Survey Services	$45,000
Construction Inspection Services	$12,000
Project Administration and City Inspection	$90,000
Total Project Construction Costs	$2,130,000

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hillcrest Contracting, Inc. completed construction of the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue at the end of April 2011 and, anticipating the successful completion of the 90 day maintenance period, the project will be complete at the end of July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Lorenz R. Gonzales, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community &Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\CC Reports\NOC Staff Report (CC 07-12-11)\Staff Report - NOC Day Street (CC 07-12-11) Revised 062711.doc

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MV00113952

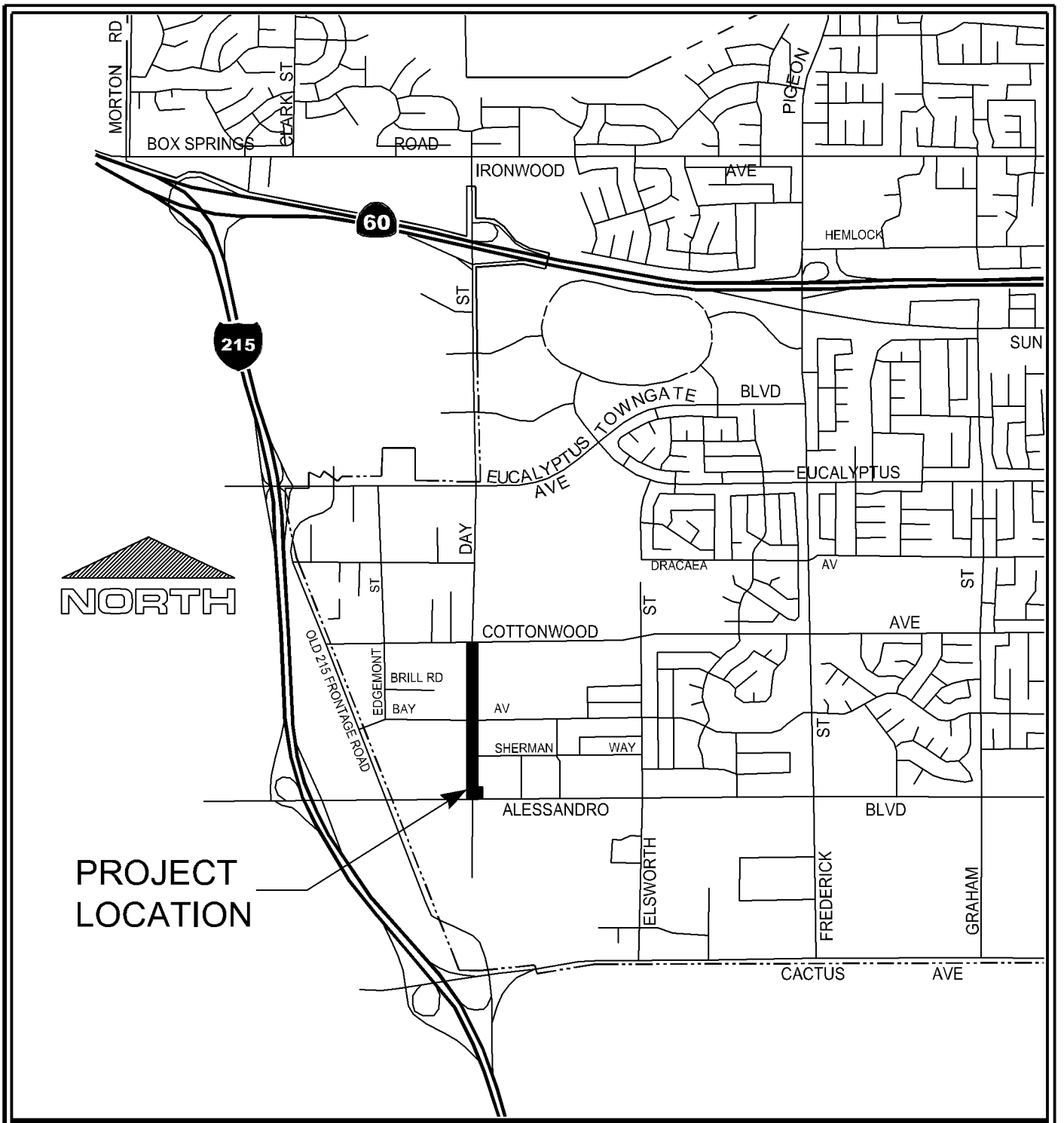

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

STREET IMPROVEMENTS FOR DAY STREET
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920

Item No. A.15

MV00113953

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MV00113954

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: July 12, 2011

TITLE: RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On April 12, 2005, Moreno Valley City Council adopted Resolution No. 2005-30, authorizing the City Manager, Assistant City Manager and the Public Works Director/City Engineer to execute documents on behalf of the City of Moreno Valley for the purpose of obtaining federal and state financial assistance.

California Emergency Management Agency has required that Moreno Valley City Council adopt a new resolution in place of Resolution No. 2005-30, designating and authorizing City officials to execute applications and documents.

DISCUSSION

To apply for and receive disaster relief and other financial funding offered under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and/or under the California Disaster Assistance Act, the City of Moreno Valley must designate City officials who are authorized to execute applications and documents on behalf of the City. Resolution No. 2011-xx rescinds Resolution 2005-30 and authorizes the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer to execute documents on behalf of the City.

ALTERNATIVES

1. Adopt the proposed amended Resolution re-designating and authorizing signature authorities to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act. **Staff recommends this alternative.**

2. Do not adopt the proposed Resolution. This alternative would prevent the City from receiving disaster relief and other financial funding.

3. Provide staff with further direction.

FISCAL IMPACT

Without a new Resolution, the City would not be eligible to receive disaster relief and other financial funding.

CITY COUNCIL GOALS

Public Safety:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

NOTIFICATION

Publication of the Council Agenda.

ATTACHMENTS/EXHIBITS

Exhibit “A” - Proposed Resolution

Prepared By:
Name LeAnn M. Coletta, CEM
Title Office of Emergency Management Program Manager

Department Head Approval:
Name Steve Curley
Title Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00113958

RESOLUTION NO. 2011-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RESCINDING RESOLUTION NO. 2005-30, AND RE-DESIGNATE AND AUTHORIZE CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

WHEREAS, Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, requires a signature resolution designating and authorizing certain city officials to execute applications and documents necessary to obtain financial assistance; and

WHEREAS, the City Council of the City of Moreno Valley heretofore adopted Resolution No. 2005-30, designating and authorizing certain city officials to execute said applications and documents; and

WHEREAS, the California Emergency Management Agency has required that the Moreno Valley City Council update Resolution No. 2005-30 in order to be eligible for financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer, is hereby authorized to execute for and on behalf of the City of Moreno Valley, a local government established under the laws of the State of California, applications and other related documents for filing in the California Emergency Management Agency for purpose of obtaining financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

2. That the City Council of the City of Moreno Valley, a local government established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00113962

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis.

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto.

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

BACKGROUND

On September 14, 2010, City Council approved an "Agreement for On-Call FY 10/11 Project Management Services" with VAS Associates, Inc. for $285,000 for various projects of the Capital Projects Division.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

VAS will serve as the Project Manager for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. These fast-tracked projects are part of the April 26, 2011 City Council approved Economic Development Action Plan. Furthermore, VAS will continue to work in the capacity of Consultant Project Manager for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue, which is anticipated to begin construction in the fall of 2011.

VAS currently provides Consultant Project Management services to the City for several design and construction projects under an existing professional consultant service contract. This action is necessary due to on-going heavy workload and shortage of qualified, experienced, and knowledgeable Project Managers to complete budgeted capital improvement projects funded by various revenue sources as depicted in the FY 11/12 CIP budget.

VAS staff possesses a unique combination of skills as well as 30-plus years of industry experience. Their in-depth knowledge of the Public Contract Code, Green Book Specifications, and public works contracting practices, coupled with a vast network of contacts and experience with various Riverside County regional agencies has contributed to the successful execution of many complex public works projects. Two of the projects completed for the City by VAS staff received the Project of the Year Award from the American Public Works Association, Southern California Chapter.

VAS has a long-standing and proven track record of managing high-profile construction projects that are completed on time and within budget. Within the recent past, VAS has successfully completed the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard, which improved 2,800 linear feet of roadway segment to its General Plan width of four (4) travel lanes; the Lasselle Street Widening project, the widening of a one-mile stretch of roadway to its ultimate General Plan width of four (4) travel lanes; and the 2011 Citywide Bridge Maintenance Program, a project that repaired eight (8) bridges within the City. Previously, VAS constructed Pigeon Pass Road Widening, which completed improvements for missing segments of a two-mile section of roadway. VAS successfully completed several traffic signal construction projects such as the traffic signals at Cottonwood Avenue and Pattilynn Drive, Lasselle Street and Bay Avenue, and Lasselle Street and Cottonwood Avenue.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all

parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, do not authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and do not authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

The current Agreement for Professional Consultant Services with VAS will be fully expended in by late 2011/early 2012. This new amendment to agreement in the amount of $312,000 is for on-going services throughout the anticipated duration of the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. The new agreement termination date is June 30, 2013. Adequate funding is provided through the various budgeted capital improvement projects assigned to the consultant. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Avenue budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Amendment to Agreement for Professional Consultant Services will be funded through TUMF Capital Projects (Fund 415).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$196,000
Perris Boulevard Widening (Account No. 415.70225)	$116,000
Total	**$312,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for additional temporary project management consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, the First Amendment to Agreement for Professional Consultant Services with VAS is necessary to extend temporary professional staffing services to the Capital Projects Division. Staff recommends issuance of a purchase order to VAS in the amount of $312,000.00.

ATTACHMENT

Attachment "A" – First Amendment to Project Agreement for On-Call Project Management Services for Various Projects of the Capital Projects Division

Prepared By:
Kimberly Jester
Consultant Contract Administrative Assistant

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

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FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and VAS Associates, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT FOR ON-CALL FY 10/11 PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION," hereinafter referred to as "Agreement," dated September 21, 2010.

Whereas, the Consultant is providing consultant Project Management services for budgeted Capital Improvement Plan (CIP) projects of the Capital Projects Division.

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 14, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A -- First Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended from March 31, 2012 to June 30, 2013.

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

1.2 Exhibit “B” to the Project Agreement is hereby amended by adding to the scope of work section described in Exhibit “A” -- First Amendment, entitled "Consultant Proposal."

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B” -- First Amendment, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $312,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “A” - First Amendment.

1.5 The total “Not to Exceed” fee for this contract is $597,000 ($285,000 for the original Agreement plus $312,000 for the First Amendment to Project Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Amendment to Project Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

VAS Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Attachment: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

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Revised Dec 2010

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MV00113970

VAS Associates, Inc.
571 Ruth Circle
Corona, CA 92879-8088
(951) 314 2288
Viren50@hotmail.com

June 14, 2011

Prem Kumar, PE
Deputy Public Works Director/Assistant City Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Annual On-Call Professional Consultant Services-Project Management for Capital Improvements. Expansion of Services.

Dear Mr. Kumar:

VAS Associates, Inc. (VAS) is pleased to submit this proposal that expands services based on our recent discussions that identified needs of Capital Projects Division of Public Works Department based on recently adopted new set of priorities for the division in accordance with the following:

A) It is our understanding that previous assignment to VAS as identified in VAS letter dated August 2, 2010 to the City has now been expanded/revised to include the following projects:

- Design, Right of Way, Utilities Relocations and Construction phases for Perris Boulevard Widening from Ironwood to Manzanita Project.
- Completion of PS&E, Utilities Coordination and Construction phases for Cactus Avenue widening from Lasselle Street to Nason Street project.
- Completion of PS&E, Utilities Coordination and Construction phases for Nason Street improvements from Iris Avenue to Cactus Avenue project.
- Close out of 2011 Citywide Bridge Maintenance Program project.
- Completion of PS&E and Major Utilities Relocations for Kitching Street Improvements-Phase II from Gentian to Cactus project.
- Completion of PS&E including Utilities Relocation design for Reche Vista Drive Realignment project.

B) Our staff hourly billing rate will be $120/Hour. Standard Work Week will be based on a 40 Hours/Week.

C) VAS services are requested at least until June 30, 2013 to ensure completion of the above-mentioned project assignments.

D) All other terms of the "Agreement for Annual On-Call Professional Consultant Services – Project Management for Capital Improvements" between the City of Moreno Valley and VAS will remain in force.

We look forward to continue to provide quality project management services to the City of Moreno Valley. If you have any questions, please do not hesitate to contact me at 951.314.2288.

Sincerely,

Viren Shah, PE
Principal

COST SUMMARY

1. The Consultant's compensation shall not exceed $597,000 ($285,000 for the original Agreement, plus $312,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of invoice.

EXHIBIT "B"

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MV00113974

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto.

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties.

BACKGROUND

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require

dedicated, knowledgeable, and efficient support with experience in assisting with these types of projects.

The Capital Projects Division currently receives Consultant Administrative Specialist services for several design and construction projects under an existing professional consultant service contract with RLZ Engineering, Inc. which is anticipated to be fully expended shortly. The key individual with RLZ Engineering, Inc. will be moving over to DMC Design Group, Inc. (DMC) and proposes to provide similar services through a new agreement with DMC.

Consultant staff will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with coordinating weekly meetings, permit and license processing, utility coordination, tracking consultant, vendor, and contractor progress, ensuring contract requirements are met, processing agreements and amendments, writing purchase requisitions and change orders, processing invoices for payment, labor and DBE compliance, as well as construction legal requirements.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes proficient review of certified payroll and vast knowledge of Department of Industrial Relations requirements, long-standing and proven history of processing contractor payments within 30 days including dealing with Stop Notices and release of retention in line with City financial and accounting procedures, understanding of the public bidding procedures and contract administration per the Public Contract Code, as well as processing Stop Notices and fulfilling Public Records requests in coordination with the City Clerk's Office. The Consultant staff has five years experience in Capital Projects and an additional five years experience in the construction engineering field for the private sector.

Consultant staff has a long-standing and proven track record of providing administrative support to on-time and on-budget projects such as the Lasselle Street Widening, Kitching Street Phase I Improvements, and the last two cycles of the Annual Bridge Maintenance Program. In addition to the services provided for the Cactus Avenue and Nason Street projects, the consultant staff will assist with the contract administration, accounting, invoice processing, as well as the development of the Five-Year CIP Budget for other approved projects on an as-needed basis.

The consultant staff will work on a full-time, 36-hour per week schedule. The Agreement termination date is June 30, 2013. DMC has acknowledged the current economic downturn that the City faces, and has reduced the hourly rate by approximately 2%.

ALTERNATIVES

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted

Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and do not authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

This proposed "Agreement for Professional Consultant Administrative Services" with DMC in the amount of $139,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$80,000
Perris Boulevard Widening (Account No. 415.70225)	$40,000
Moreno Beach Widening (Account No. 416.83428)	$7,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$139,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant administrative services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Agreement for Professional Consultant Administrative Services with DMC Design Group, Inc. Staff also recommends issuance of a purchase order to DMC in the amount of $139,000.00.

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Administrative Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File
W:\CapProj\CapProj\hirestaffconsultant\DMC Design Group\DMC Agreement Staff Report 7-12-11.DOC

AGREEMENT FOR PROFESSIONAL
CONSULTANT ADMINISTRATIVE SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, Inc., a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Scope of Work) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES

DESCRIPTION OF PROJECT

1. The project involves temporary administrative services for the Capital Projects Division associated with applicable capital improvements. The work will include administrative and accounting support services and other project-related duties as assigned.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Scope of Services shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$139,000** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on June 30, 2013 unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth herein.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City

acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform

their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits

hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and

agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors

and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Scope of Work
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**

2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.

3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

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Revised 10/13/09

EXHIBIT "D"

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MV00113992

SCOPE OF WORK

Contract Administration Specialist

The Contract Administration Specialist is responsible for working with appropriate technical staff in overseeing, coordinating, administrating, and managing public works projects. The Contract Administration Specialist shall provide necessary services to assist technical staff on capital improvement projects in various phases of design and construction. Typically, these projects involve street, storm drain, traffic signal, and public facility improvements.

Duties consist of compiling, administering, and monitoring public works contracts and projects; administering project budgets; coordinating and mailing RFP's, addendums and documents for bidding; performing vendor solicitations; organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes; coordinating and scheduling required inspections, surveys and geotechnical tests; monitoring and updating project schedules; obtaining necessary permits; tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims; coordinating project website development; researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations; maintaining detailed project files and preparing project status reports; reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures. The Specialist will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.

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MV00113994

June 15, 2011

Prem Kumar, PE
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Temporary Staffing for Professional Administrative Consultant Services

Dear Mr. Kumar:

DMC Design Group, Inc. is pleased to submit this proposal for Temporary Staffing for Professional Consultant Services for the City of Moreno Valley.

Kimberly Jester is currently providing Consultant Contract Administrative Specialist services through an agreement with RLZ Engineering, Inc. Ms. Jester has provided these services through RLZ as well as a City employee since October 2006. As of September 1, 2011, Ms. Jester proposes to begin performing through DMC Design Group, Inc. (DMC).

Scope of Services and Fees:

Ms. Jester will provide consultant administrative specialist services, on a full-time (36 hours per week) basis at a rate of $61.00 per hour (inclusive of all miscellaneous reimbursable expenses, such as mileage, mobile phone calls, etc.) or at Not to Exceed Fee of $139,000 for approximate fifteen months of service. Authorized work beyond normal 36 hours workweek will also be billed at $61.00 per hour.

Fees will be invoiced monthly based on actual time expended. Payment will be based on actual time expended in furnishing authorized professional services during the preceding calendar month and will include an hourly cost breakdown of assigned project numbers.

If you have any questions regarding this proposal, please contact me at 951.549.8100.

Sincerely,

Donna A. Cosper

Enclosure: Kimberly Jester Resume

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MV00113996

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@ hotmail.com 858.775.9318

EXPERIENCE

2008 - Present **City of Moreno Valley** ***Contract Administration Specialist, RLZ Engineering, Inc.***
2006 2008 **City of Moreno Valley** ***Management Assistant, City Staff***

- Prepare project-specific expenditure analyses; including routine review of reports to ensure available budget versus expenditures balance.
- Develop and utilize spreadsheets, databases and other computer applications to assist with assigned studies, projects and reports.
- Perform analytical and administrative assignments in connection with preparation and management of division budgets and grant-funded programs.
- Perform administrative, management, program and other analysis assignments in accordance with established procedures and practices.
- Write contracts for services and goods for approval by Department Head through City Manager approvals.
- Prepare and process purchase requisitions and change orders for services and goods for approval by Department Head through City Manager approvals.
- Process contractor and service invoices for payment; including detailed review and analysis of invoice to ensure that charges are correct and consistent with work done.
- Review certified payroll reports for construction projects.
- Write staff reports for presentation to City Council.
- Review, edit and proofread other staff members' reports for presentation to City Council.
- Prepare exhibits and attachments for staff reports, with high attention to the accuracy of detailed data from multiple sources.
- Conduct research, analyze data and draft policy and procedure documents to address identified needs and issues

2003 - 2006 **Masson & Associates, Inc.** ***Operations Manager***
Civil Engineering and Land Surveying Firm

- Create, write, edit and enforce standard operating procedures managing daily operations and the activities of administrative personnel including standard operating procedures for all business correspondence.
- Engage in promoting good will for the company by writing or selecting favorable publicity material and releasing it through various communications media.
- Research market conditions in local, regional, or national areas to determine potential sales of services.
- Provide training and assistance on a daily basis to ensure proper procedures are followed.
- Proofread and edit all business correspondence, checking for grammatical, punctuation, style and formatting errors.
- Provide quality assurance reviews of all marketing materials.
- Ensure all technical documents such as Due Diligence Reports are free of any typographical, grammatical, and punctuation errors.
- Write, edit, place and track job advertisements.
- Write, edit and format Corporate Statement of Qualifications and routinely revise based on target client.
- Responsible for maintaining updated database of all departmental job descriptions for existing positions and creating new ones for new position.
- Assist in the analysis of data from survey sources to determine salary competitiveness.
- Maintain electronic and manual employee benefits records for employees.
- Maintain employee manual and update as needed to ensure compliance.
- Suggest advertising placement.
- Organize special events.

Exhibit B-2

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@ hotmail.com 858.775.9318

1998-2003 **Mentus, *Office Manager***
Biotechnology Marketing Firm

- Proofread and edited all written material.
- Provided administrative support to five partners.
- Assisted with the dissemination of press releases four times monthly.
- Assisted media buyer with preliminary calls to publications for mechanical specifications, ad rates and editorial calendars.
- Assisted in creation of media plans.
- Assisted in client and product naming on a project basis.
- Coordinated travel for five employees, including CEO and Vice President of Creative, on a monthly basis.
- Organized special events for employees, clients and vendors, including, but not limited to annual holiday party for more than 60 guests.
- Created FileMaker Pro databases for prospecting new clients, travel coordination, and directory sales.
- Organized direct mailings to over 1,000 contacts.
- Facilitated, in conjunction with CFO, accounts payable and receivable, deposits, and the collection of past due accounts.
- Conducted ongoing Internet research for competitors of 30-plus current clients as well as researched industry trends.
- Coordinated weekly direct mailings to prospective clients for marketing team.
- Conducted orientation and training of newly hired employees.
- Updated Media Map and Online Media Atlas databases (web based data management program).

Education

San Diego State University, San Diego, CA

- Certification in Event and Meeting Planning
- Certification in Strategic Marketing in Action

University of San Diego, San Diego, CA
Sarah Lawrence College, Bronxville, NY

Professional Training Seminars

- Effective Proofreading and Business Writing, SkillPath Seminars
- Winning Proposals and Presentations, PSMJ
- Notary Public, State of California through 2010
- Strategies for Public Sector Contracting, Metropolitan Water District/San Diego County Water Authority
- Navigating the Maze of Leaves of Absence, Strategic HR
- Improving Employee Performance through Coaching, Strategic HR
- How to Manage the Front Desk, Skill Path Seminars

Computer Skills

Microsoft Office (including Project 2003, Publisher, Word, Excel, Outlook, PowerPoint), Adobe Acrobat, Internet, JD Edwards OneWorld

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

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MV00114000

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.
4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

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Revised 10/13/09

EXHIBIT "D"

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MV00114002

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto.

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

BACKGROUND

On July 8, 2008, the City Council approved the "Agreement for Professional Consultant Services" with SA in the amount of $350,000 for temporary professional consultant services for the Capital Projects Division. On February 10, 2009, City Council approved the "First Amendment to Agreement for Professional Consultant Services" with SA for an additional $350,000. On November 11, 2009, the City executed the "Second Amendment to Agreement for Professional Consultant Services" with SA for a time extension only. On November 18, 2010, the City executed the "Third Amendment to Agreement for Professional Consultant Services" with SA for an additional time extension, extending the termination date of the contract to December 31, 2011.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require dedicated, knowledgeable, and efficient technical engineering support with experience in assisting with these types of projects.

SA Associates staff, in the capacity of in-house technical consultant, will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with mapping including plot preparation and reproduction, preparation of project schedules, utility coordination, and other technical engineering related tasks as necessary for the successful completion of the projects. Such technical services will be rendered for other funded CIP projects on an as-needed basis.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes extensive designing and drafting utilizing Auto Cad 3D Civil software, preparation of legal descriptions, plats, and boundary closures in coordination with right of way agents, and preparation of engineering cost estimates for multiple uses including the Development Impact Fee (DIF) Nexus Study Report. In addition, consultant staff has been integral in the securing of $1.3 million in grant monies including $900,000 for the Highway Safety Improvement Program (HSIP), $170,000 for the Bicycle Transportation Account (BTA), and $254,000 for the Safe Routes to School Program (SR2S).

The consultant staff has a long-standing and proven track record of providing exceptional support to projects such as the School Walkway Infill, Public Safety Building Tenant Improvements and Expansion, Emergency Operations Center construction, and Iris Street Improvements. The consultant staff also provides technical services for the 5-year Capital Improvements Plan (CIP) and will continue to assist with the design of Street Improvement Program (SIP) and Citywide Annual Pavement Resurfacing Program Plans.

The consultant will work on a full-time, 36-hour per week schedule. The Agreement termination date is extended to June 30, 2013.

ALTERNATIVES

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and authorize a Change Order to increase the

Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and do not authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The current Amendment to the Agreement for Professional Consultant Services will be expended by September 2011. This proposed "Fourth Amendment to Agreement for Professional Consultant Services" with SA in the amount of $185,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The new agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$75,000
Perris Boulevard Widening (Account No. 415.70225)	$32,000
Perris Boulevard Widening (Account No. 415.70125)	$32,000
SR 60 Nason and Moreno Beach Improvements (Account No. 415.70024)	$24,000
Moreno Beach Widening (Account No. 416.83428)	$10,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$185,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Fourth Amendment to Agreement for Professional Consultant Services with SA Associates, Inc. Staff also recommends issuance of a purchase order to SA in the amount of $185,000.00.

ATTACHMENT

Attachment "A" - First Amendment to Agreement for Professional Consultant Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

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FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **SA Associates, Inc.**, a California corporation hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 29, 2008.

Whereas, the Consultant is providing professional consultant services for various projects of the Capital Projects Division.

Whereas, the Agreement was amended on February 10, 2009 to extend the professional consultant services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 11, 2009 to extend the termination date for professional consultant services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 18, 2010 to extend the termination date for professional consultant services in the Third Amendment to Agreement for Professional Consultant Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES

Whereas, it is desirable to amend the Agreement termination date as is more particularly described in Section 1 of this Fourth Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2011 to June 30, 2013 by this Amendment.

1.2 Exhibit "A" to the July 29, 2008 Agreement is hereby amended by adding to the "Scope of Work" section described in Exhibit "A" to this Fourth Amendment, entitled "Amended Scope of Work".

1.3 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $185,000.00, as set forth in the above-referenced "Amended Scope of Work", in consideration of the Consultant's performance of the work set forth in Exhibit "A" to this Fourth Amendment.

1.4 The total "Not to Exceed" fee for this contract is $885,000.00 ($350,000.00 for the original Agreement plus $350,000.00 for the First Amendment to Agreement, plus $0.00 for the Second and Third Amendments to Agreement, plus $185,000.00 for the Fourth Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

SA Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Amended Scope of Work

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Revised Feb 2009

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MV00114010

Amended Scope of Work

Summary Scope of Work for Professional Consultant Services

SA Associates, Inc. staff will work as directed by the City Engineer in accordance with Page 1 of Exhibit "A" (inclusive of all miscellaneous reimbursable expenses, such as mileage, phone calls, etc.). The City may assign a variety of projects and tasks to the assigned SA Associates, Inc. staff members. The City Engineer has the right to review any proposed personnel replacement or additions and associated rate changes.

In addition to the scope of work defined in Exhibit "A" of the July 29, 2008 Agreement for Professional Consultant Services, the scope of work is amended as follows:

Tasks

1) Work on a variety of tasks and projects as assigned by the City Engineer.

2) The total "Not-to-Exceed" fee for the aforementioned services is $885,000 ($350,000 for original Agreement in July 2008, plus $350,000 for First Amendment to Agreement in February 2009, plus $0.00 for the Second and Third Amendments to Agreement in November 2009 and November 2010 respectively, plus $185,000 for the Fourth Amendment to Agreement).

3) The current assignment involves Deepak Solanki, Technical Consultant, at $75 per hour on an as-needed basis.

EXHIBIT "A"

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MV00114012

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL - APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD)

RECOMMENDED ACTION

Staff recommends that the City Council:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

BACKGROUND

On May 25, 2010 the City Council approved acquisition of the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. The City acquired title to the property on July 29, 2010. The house on the property was demolished in May 2011 to make way for the proposed improvements. The property was acquired utilizing TUMF funds due to the direct transportation corridor related improvements that are required.

DISCUSSION

The improvements fronting this property along Ironwood Avenue and Davis Street will include a new curb ramp, sidewalks, and the relocation of power poles fronting Ironwood Avenue. The ultimate public right of way will be 44 feet from the centerline

along Ironwood Avenue and 33 feet from the centerline along Davis Street at the northwest corner.

The original lot size was 7,759 square feet, and purchased at $124,500. The ultimate improvements at the northwest corner of Ironwood Avenue and Davis Street, abutting to this property will occupy 2,534 square feet. The remaining vacant land, with an area of 5,225 square feet, is excess, not needed for public purposes, and considered a substandard residential lot in the current zone R5. The potential use and development of this remaining land is very limited but a single family home may be constructed subject to review and approval of a variance by the Planning Division. If the City retains ownership and the land remains vacant, it will require periodic on-going maintenance and weed abatement services most likely funded with General Fund monies as the surplus property is not needed for transportation related purposes. Therefore, City Council is being asked to set a public hearing date for August 23, 2011 at 6:30 p.m. at City Hall to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222. If there are no issues identified at the public hearing, the property would be offered for sale to qualified public agencies within a 60-day time frame. If there is no interest from a qualified public agency, the City could but would not be obligated, to put the property up for sale to the public at the expiration of the 60-day period.

The hearing is required by California Government Code, Section 37422. If City Council approves setting the hearing date, the Resolution will be published in the Press Enterprise, and the Resolution will be posted at the real property.

ALTERNATIVES

1. Adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative would allow the City to have a hearing to potentially sell the excess land.*

2. Do not adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative will result in delaying or stopping the potential sale of excess land.*

FISCAL IMPACT

There is no material fiscal impact to the adoption of the Proposed Resolution.

SUMMARY

The City acquired the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the

Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. Once the improvements are constructed, the remaining property area of 5,225 square feet can be disposed of as surplus property. If the City retains ownership of this property, it would require periodic on-going maintenance and weed abatement services. Therefore, City Council is being asked to set a public hearing date to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Proposed Resolution

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Henry - 06-50182625 Ironwood - Heacock to Perris\CC Reports\Real Property\7-12-11 Resolution for Surplus Land Sale APN 475-272-054 b.doc

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MV00114016

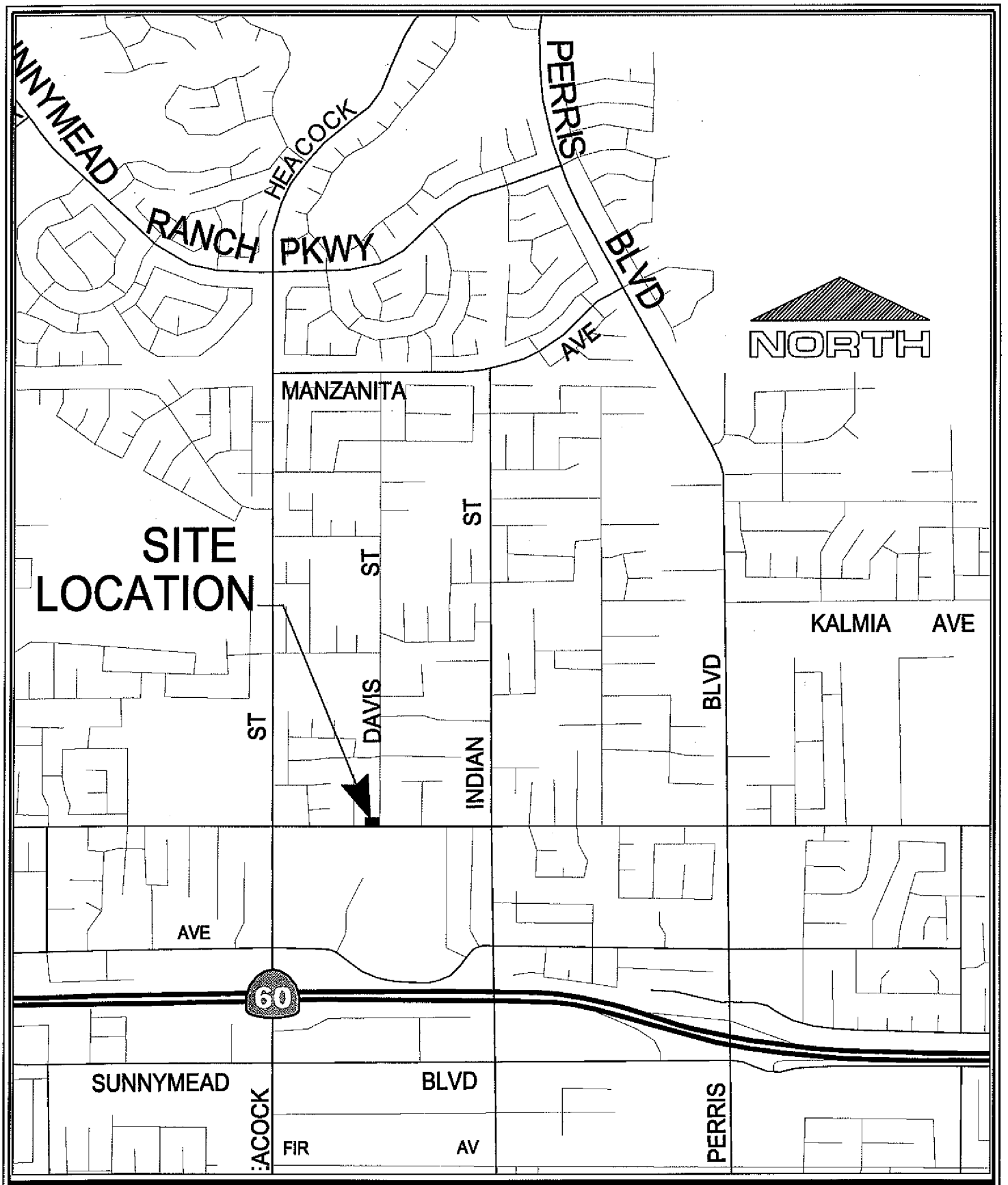

LOCATION MAP

Scale: None

ATTACHMENT "A"

11987 DAVIS STREET

APN 475-272-054

EXCESS PROPERTY- 0.12 ACRES

Item No. A.20

MV00114017

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MV00114018

RESOLUTION N0. 2011-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND CONVENIENCE REQUIRE THE SALE OF A REMAINDER PARCEL EXCESS TO PUBLIC USE.

WHEREAS, the City Council of the City of Moreno Valley desires to sell the remainder parcel APN 475-272-054, total area of 5,225 square feet, as described in Exhibit "A", that is attached hereto; and

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

1. The time and place for hearing protests to the sale of said real property shall be held on August 23, 2011, at 6:30 p.m. at City Hall, located at 14177 Frederick Street, Moreno Valley, California.
2. The City Council finds that the public interest and convenience require the sale of the subject real property for the following reasons:
    a) The real property is excess to that needed for public purposes; and
    b) There is an on-going cost to maintain and weed abate if ownership is retained by the City; and
    c) It is advantageous to return the property to private ownership for use and maintenance.
3. The City Clerk shall publish a copy of this Resolution in the Press Enterprise, a daily newspaper and shall cause a copy of said Resolution to be posted at the real property.

Resolution No. 2011-74
Date Adopted: July 12, 2011

Attachment "B"

4. At the hearing, any interested person may protest to the proposed sale. Any protests must be overruled by a 4/5ths vote of the Council members.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-74
Date Adopted: July 12, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00114022

LEGAL DESCRIPTION

In the City of Moreno Valley, that remainder parcel of land being a portion of lot 63 as shown on the map of Moreno Acres, filed in Book 11 of Maps, Page 53, records of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the southwestly corner of the east half of the east half of said lot 63; thence North 00°07'15" East, a distance 14 feet to a point 44 feet northly of the centerline of Ironwood Avenue, said point being the **TRUE POINT OF BEGINNING**;

Thence North 00°07'15" East, 41.50 feet along the east property line; thence N 89°50'30" East, 132.48 feet along the north property line to a point on a line parallel with and distant 33.00 feet westerly of Davis Street centerline; thence South 00°06'30" West, 18.66 feet along said line; thence Southwestly, a distance of 33.13 feet to a point on a line parallel with and distant 44.00 feet northerly of Ironwood Avenue centerline; thence South 89°50'30" West, a distance of 108.60 feet, more or less, along said last mentioned parallel line to the **TRUE POINT OF BEGINNING.**

The land described herein contains approximately 5,225 square feet (0.12 acres).

See Sheet 2 of 2 for a plat depicting the above described property.

APN: 475-272-054

CITY OF MORENO VALLEY,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
POR. LOT 63 ON MAP OF MORENO ACRES
BOOK 11 PAGE 53

EXHIBIT "A"
SHEET 2 OF 2

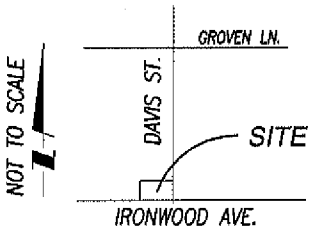

VICINITY MAP

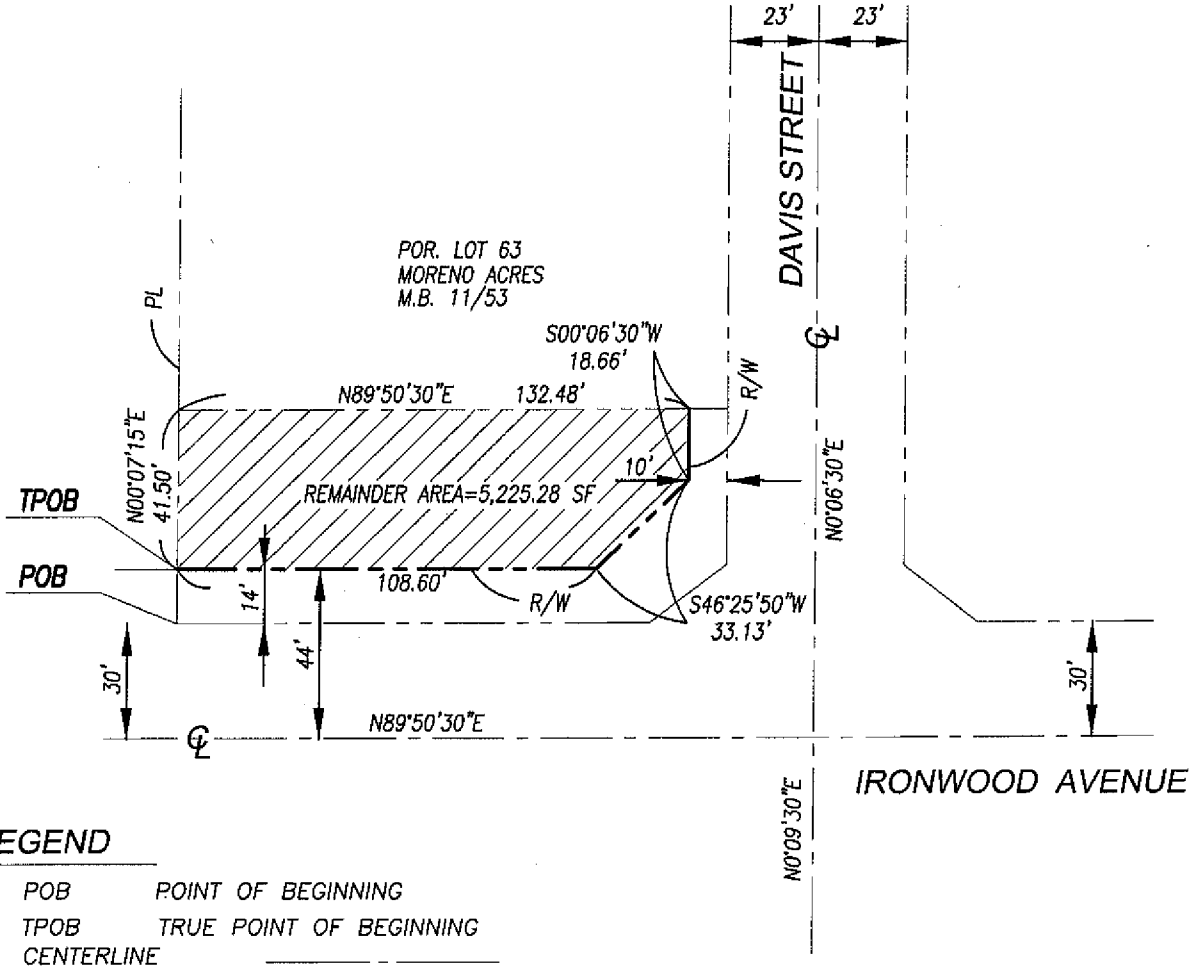

SCALE: 1"=50'

LEGEND

1. POB — POINT OF BEGINNING
2. TPOB — TRUE POINT OF BEGINNING
3. CENTERLINE
4. EXISTING ROW
5. NEW ROW
5. PROPERTY LINE

REMAINDER AREA = 5,225.28 SF

CITY OF MORENO VALLEY

PREPARED FOR:

PLAT MAP FOR
11987 DAVIS STREET
APN 475-272-054

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	-$1.68	-2.03%	-$3.52	-3.39%
1,000 kWh usage	-$6.56	-3.64%	-$9.02	-4.12%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	-$43.64	-7.86%	-$24.11	-5.74%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	-$407.22	-7.61%	-$133.35	-4.11%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	-$5,369.69	-7.70%		
392,333 kWh usage, Demand of 666 kW			-$2,087.99	-5.48%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	-$2.83	-4.77%	-$2.83	-4.77%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$147.57	-1.15%	-$147.57	-1.15%
Schedule SL-1 22,000 Lumen (317 lights)	-$160.97	-2.89%	-$160.97	-2.89%
Schedule SL-2 27,500 Lumen (139 lights)	-$103.49	-5.88%	-$103.49	-5.88%
Schedule SL-3 (per lamp)	$2.18	0.51%	$2.18	0.51%

If approved by the City Council, these changes will become effective at 12:00 a.m. on July 13, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be a reduction in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\Electric Utility\Administration - Finance\Staff Reports\2011 SR's\SR - Rate and Rules Adjustments 12 July 2011.doc

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MV00114030

RESOLUTION NO. 2011-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Resolution No. 2011-75
Date Adopted: July 12, 2011

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-75
Date Adopted: July 12, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.**]

Resolution No. 2011-75
Date Adopted: July 12, 2011

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MV00114034

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: July 12, 2011

TITLE: Approve Three-Year Agreement with Canon Business Solutions to Extend the Current Copier Contract

RECOMMENDED ACTION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

SUMMARY

In June of 2006 the City awarded the copier agreement to the Canon Copier Company from the Request for Proposal No. 05/06-08. Canon has worked closely with the city to provide the latest technology for copying, printing and scanning from their machines. Canon support staff is very responsive and work well with city staff on handling any problems or concerns. The current and proposed extension agreement includes both a cost-per-copy and annual maintenance agreement.

BACKGROUND

The Purchasing & Facilities Division has the responsibility to provide copy machines and their necessary maintenance for City offices. The copier fleet consists of 26 machines throughout city facilities. The City utilizes the cost-per-copy method that allows for a not-to-exceed amount of copies per quarter. Payment for all copier operational costs is handled through division operating budgets via the internal service fund charge-back system. When applicable, overage copy counts are added to the base amount on a quarterly basis.

Digital state-of-the-art technology in modern copy machines provide electronic networking which will allow staff to send print to a copier from the desktop when desired. Additionally, scanning to server capabilities is built into the copiers. The agreement provides fixed base pricing for the duration of a three-year period based on a year-by-year annual approved encumbrance in the City budget. The agreement provides that the City may upgrade, add or delete functions, services or products to the program as needs change throughout the contract period.

DISCUSSION

During the city's effort of asking for vendor participation in a 10% pricing reduction, the Canon company offered a 23.75% ($9,538 per month vs. $7,273 per month) overall decrease in exchange for our three-year extension agreement. This represents a monthly savings of $2,265 and translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. Additionally, Canon will exchange a total of six existing older machines for brand new copiers, at no cost to the city, due to excessive meter counts.

ALTERNATIVES

1. Staff recommends that the City Council award the three-year extension agreement to Canon Business Solutions in the total amount of $261,828 as being in the best interest of the City.

2. Elect to not award the three-year extension agreement copier agreement to Canon and provide further direction to staff.

FISCAL IMPACT

Approval of Alternative No. 1 will obligate the City to a base annual expenditure in Account Number 00754.75440.6281 of:

- $174,552 ($87,276 for each of years one and two). These funds are provided for in the City Manager's recommended FY 2011/2012 and FY 2012/2013 budgets.
- $87,276 where budgets are subsequently approved in FY 2013/2014.

Approving this contract extension represents monthly savings of $2,265 from the existing base contract cost. This translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. This contract directly affects the Internal Service Fund – Facilities.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

ATTACHMENTS/EXHIBITS

Prepared By:
Name Rix Skonberg
Title Purchasing & Facilities Division Manager

Department Head Approval:
Name Richard Teichert
Title Financial & Administrative Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AMENDMENT TO FACILITIES MANAGEMENT AND SERVICE AGREEMENT

This AMENDMENT No. 4 ("Amendment") is effective as of July 1, 2011 ("Effective Date") and supplements/modifies the Facilities Management and Service Agreement dated June 19, 2006, as amended (collectively, the "Agreement") between Canon Business Solutions Inc. ("CBS") and **the City of Moreno Valley** ("Customer") as follows:

1. All defined terms shall have the meanings set forth in the Agreement unless expressly defined herein.

2. Paragraph 2 of the Preamble of the Agreement is striken in its entirety and superseded by the following: Customer has during the term of the Agreement acquired by lease from a third party (or previously owned) the Items of equipment referenced in Addendum A to the Agreement ("Customer Owned Equipment").

3. As of the effective date, CBS agrees to provide to the Customer equipment ("Equipment") and FM Services for the Equipment and Customer Owned Equipment under the terms and conditions of the Agreement and as supplemented by this Amendment for an additional term of thirty-six (36) months concluding on July 5, 2014. The base quarterly charge shall be increased from $6,667.48 to $21,819.00, plus applicable taxes.

4. CBS will continue to provide the FM Services to the Customer Owned Equipment listed on Exhibit A currently on Customer site(s).

5. CBS will add the following Equipment in connection with the ongoing provision of FM Services under the Agreement :

Location	Model
CDD-Graphics Rm 104	IR 6065
Finance Rm 246	IR 6065
Doc Imaging Rm 207	IR 6065
Recreation Center 1st Floor	IR 6065
Police Dept	IR 6065
Employment Resource Center	IR 6065

The configuration for each main unit will be as follows:

Item Description	Item Code
IMAGERUNNER ADVANCE 6065 V2 BASE MODEL	3892B011
STAPLE FINISHER-E1	3894B001
PCL PRINTER KIT-AJ1 ELAN	3905B005
PS PRINTER KIT-AJ1 ELAN	3906B006
ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	1972V064
ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D	1972V073

6. Customer hereby authorizes CBS to pick up the equipment listed below. Customer acknowledges that this equipment will be shipped to Canon Financial Services, Inc. and CBS' sole obligation is to use commercially reasonable efforts to pick-up and remove the return equipment and to arrange, on your behalf and at CBS' expense and risk (but only to the extent of obvious damage in transit), for the shipment of the equipment to Canon Financial Services, Inc.

Location	Remove Model	S/N
CDD-Graphics Rm 104	IR6570	SLP12175
Finance Rm 246	IR6570	SLP12176
Doc Imaging Rm 207	IR6570	SLP12333
Recreation Center 1st Floor	IR6570	SLP12434
Police Dept	IR6570	SLP12929
Employment Resource Center	IR5000	NRL03962

7. Customer agrees to the following per impression charges :
   $0.00716 per black and white impression in excess of 750,000 impressions per quarter; and
   $0.0484 per color impression in excess of 14,000 impressions per month.

   An 11 X 17 image shall count as two images

8. Customer agrees that CBS will issue a check in the amount of $37,225 ("Buy-Out Reimbursement") which will be paid directly to Canon Financial Services by CBS. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for early termination of the lease of Customer Owned Equipment noted in Section 6 above and in Exhibit A. Customer acknowledges and agrees that CBS' financial obligation with respect to the Buy-Out Reimbursement is limited to Thirty Seven Thousand Two Hundred Twenty Five ($37,225), and that Customer is responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. In the event, Customer cancels the Agreement prior to the end of the then current term, Customer agrees to pay CBS the pro-rata amount of the Buy-Out Reimbursement based on the number of months remaining in the then current term.

9. The following supplemental terms and conditions are hereby added to the Agreement:
   i. CBS shall have full and free access to the Equipment and Customer Owned Equipment to provide service thereon and to perform meter readings. In addition, Customer authorizes CBS to use networked features of the Equipment and Customer Owned Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment and Customer Owned Equipment over Customer's network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. If CBS does not receive Customer's timely meter readings, Customer agrees to provide meter readings in accordance with the applicable billing cycle for each unit of Equipment and Customer Owned Equipment as specified in this Agreement.
   ii. Customer agrees neither to make any alteration in the Equipment nor to remove it from the location where installed by CBS without prior written approval of CBS. Customer shall bear all risk of loss or damage to Equipment while on Customer's premises. Customer further agrees to return the Equipment at the end of the Term in the same condition as when received except for reasonable wear and tear.
   iii. Title to the Equipment shall remain at all times with CBS, and the Customer agrees that the CBS plaque affixed to the Equipment will not be removed. Customer agrees to keep the Equipment free from all liens, security interests and encumbrances. CBS is hereby authorized to file a financing statement to evidence its ownership in the Equipment in the possession of the Customer.

iv. CBS warrants that it is the owner of the Equipment and that it has the right to perform the Services. Except for the foregoing warranty, CBS' OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, AND CBS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE SERVICES.

v. Provision of toner includes replenishment of consumables for Equipment and Customer Owned Equipment only. Customer shall be deemed to have materially defaulted under the terms of this Agreement if any supplies provided hereunder are used for other than Equipment and Customer Owned Equipment supplied by CBS or for Customer Owned Equipment under the FM Services of the Agreement. In the event that usage of any such consumable supplies provided hereunder exceeds manufacturer specifications for conventional office imaging coverage by more than 10%, CBS may invoice Customer for such excess usage.

vi. If Customer fails to pay any invoice within thirty days of the Invoice date, Customer shall pay a monthly late charge equal to the lesser of one and one-half percent (1.5%) of the overdue amount, or the maximum amount allowed by law.

vii. Customer acknowledges that the hard drive on the Equipment and Customer Owned Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CBS, if any, is purely incidental to the services performed by CBS. Neither CBS nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CBS or any leasing company. Customer is solely responsible for: (i) compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from CBS at current rates an available option for the Equipment and Customer Owned Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive).

10. The following will be of no force or effect if the Customer is not a State or a Political Subdivision of a state within the meaning of Section 103(C) of the Internal Revenue Code of 1986, as amended.

i. The Customer warrants that it has funds available to pay the payments ("Payments") payable pursuant to Agreement between Customer and CBS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CBS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the CBS for the Equipment, Customer may, upon prior written notice to CBS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CBS, in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CBS due thereafter, provided: (1) the Equipment is returned to CBS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor. In the event Customer returns the Equipment pursuant to the terms herein, CBS shall retain all sums paid by Customer. Customer's Payment obligations in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

ii. The undersigned represents and warrants to CBS that all action required to authorize the execution and delivery of this Amendment on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect.

11. For any and all amendments to the Agreement with regard to the provision of Equipment to Customer, whether entered into before, during or after the effective date of this amendment and where the expiration date of such amendment falls after the expiration date of the Agreement, the expiration date of the amendment shall control, unless the amendment expressly states that it is coterminous with the Agreement.

12. Customer agrees that CBS may accept an electronic image of this Amendment as an original, and that electronic copies of your signature will be treated as an original for all purposes.

13. Except as supplemented/modified hereby, all terms of the Agreement remain in full force and effect and are ratified and confirmed in all respects.

IN WITNESS WHEREOF, each of the undersigned have caused this AMENDMENT to be executed by their duly authorized officials effective the Effective Date, intending to be legally bound hereby.

CANON BUSINESS SOLUTIONS, INC.	City of Moreno Valley
By: [signature]	By: _____
Name: Timothy Robinson	Name: _____
Title: VP Operations	Title: _____
Date: 7/5/11	Date: _____

Approved Bus Ops
BAV
6/20/11

CITY ATTORNEY
Approved as to Form
By: [signature] 6/29/11
Date

Amendment 4 - Exhibit A

Room	Building	Model	Serial
Behind Front Counter	City Hall 1st Floor	IR3570	SKV55637
CDD-I.T side of foyer, Rm 132	City Hall 1st Floor	IR5570	SLQ22472
CDD - Graphics Rm 104		IRC2620	SHP10670
Small rm near Cap Prjcts Rm 253	City Hall 2nd Floor	IR3570	SKV55633
Finance Audit Rm 203	City Hall 2nd Floor	IR3570	SKV65067
City Clerk, outside door		IR2270	SLH27585
Storage next to Dco Img Rm 208		IR5570	SLQ22668
Front Office	City Yard 1st Floor	IR3570	SKV55636
1st Floor	Animal Services	IR3570	SKV55484
1st Floor	Senior Center	IR3570	SKV55491
1st Floor	Public Library	IR2270	SLH27639
	Recreation Center 1st Floor	IR3570	SKV55487
1st Floor Ste 1-3	TS Annex	IR2270	SLH27642
1st Floor Ste 4	Facilities	IR2270	SLH27597
1 st Floor Ste 9	Enterprise Services	IR3570	SKV55645
Whse Office	City Yard 1st Floor	IR2020	KRR05658
Volunteer Services - off chamber lobby	City Hall 1st Floor	IR2020	KRR05565
S.T.A.R.S	Employment Resourse Center	IR3570	SKV55471
Volunteer Services - off chamber lobby	Emergency Operations	IR3035	MUP07387
Police Dept	PD Accounting	IR3035	MUP11450

Approved Bus Ops

Canon

Canon Financial Services, Inc.

CONVERSION ADDENDUM

RE: Agreement Number See Attachment **(Existing Agreement) and**
Application Number _____ **(New Agreement)**

This Conversion Addendum ("Addendum") is entered into by and between Canon Financial Services, Inc. ("CFS") and City of Moreno Valley ("Customer") and is effective as of the date set forth below (the "Effective Date").

RECITALS

A. CFS and Customer are parties to that certain agreement (whether designated a Lease, Rental Agreement, Master Agreement Schedule, or otherwise) with the agreement number indicated above ("Existing Agreement") for the lease or rental of certain equipment ("Existing Equipment").

B. The initial term of the Existing Agreement has expired or will soon be expiring, and the Existing Agreement is currently or will soon be in a in a renewal term.

C. Canon Business Solutions, Inc. ("CBS") and Customer are also parties to that certain Facilities Management Agreement with the application number indicated above ("New Agreement"; and together with the Existing Agreement, the "Agreements") for the lease or rental of certain other equipment and the provision of certain services ("New Equipment").

D. As of the Effective Date, the New Equipment has not been delivered to Customer, and therefore the lease or rental of the New Equipment and the provision of services under the New Agreement has not commenced.

E. CFS and Customer desire to amend the Existing Agreement and the New Agreement to allow for the equipment lease portion of the Payments (as defined in the Existing Agreement) coming due during the renewal term of the Existing Agreement (collectively, the "Renewal Payments") that are due and paid during the Credit Period (defined below) to be applied to the New Agreement once the New Equipment has been delivered to and accepted by Customer, all pursuant to the terms and conditions of this Addendum.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, CFS and Customer agree as follows:

1. During the period beginning on the Effective Date and ending on the date the New Equipment has been delivered to and accepted by Customer under the New Agreement (such period, the "Credit Period"), the Existing Agreement shall remain in effect pursuant to the applicable renewal provisions thereof. Customer shall continue to make its renewal term Payments to CFS under the Existing Agreement during the Credit Period.

2. When the New Equipment is delivered to Customer, Customer shall inspect and accept the New Equipment pursuant to the terms of the New Agreement. At such time, the Existing Agreement shall terminate, Customer shall return or purchase the Existing Equipment pursuant to the terms of the Existing Agreement, and the New Agreement shall commence.

3. Upon termination of the Existing Agreement and commencement of the New Agreement, CFS shall pay over to CBS the equipment lease portion of all Renewal Payments due under the Existing Agreement during the Credit Period and paid to CFS during the Credit Period (collectively, the "Credit Period Payments") to be applied by CBS to the payments that come due under the New Agreement. The Credit Period Payments shall not include (a) any amounts other than the equipment lease portion of the Payments under the Existing Agreement or (b) past due payments that were due prior to the Credit Period but received by CFS within the Credit Period. For example, and not by way of limitation, property taxes, late charges, insurance, overages, maintenance, and other such amounts shall not be deemed Credit Period Payments hereunder. For the avoidance of doubt, only the equipment lease portion of amounts that are both (i) due under the Existing Agreement during the Credit Period and (ii) received by CFS during the Credit Period will be credited to the New Agreement. In addition, if the Existing

Agreement is being upgraded into multiple transactions, only one of which is the New Agreement, only the portion of the payments made under the Existing Agreement with respect to Existing Equipment that is being upgraded to New Equipment under the New Agreement will be credited to the New Agreement. The eligible amount and Existing Equipment are listed below the signature blocks below.

4. Once all of the Credit Period Payments received by CFS have been applied to payments that have come due under the New Agreement, Customer will receive invoices from CBS for amounts due under the New Agreement for the remainder of the term (and any renewal term) of the New Agreement. Customer acknowledges that the first invoice Customer receives from CBS may be for less than a normal full monthly payment under the New Agreement, depending on the total amount of Credit Period Payments being applied; in such a case, the subsequent invoice would be for the normal full monthly payment under the New Agreement.

5. If Customer rejects the New Equipment for any reason, or otherwise cancels the New Agreement prior to its commencement, CFS shall be entitled to retain the Credit Period Payments as consideration for the use of the Existing Equipment during the Credit Period.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreements and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreements, the provisions of this Addendum shall in all respect govern and control.

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND DEALER AND ACCEPTED BY CFS.

CFS:	Customer:
CANON FINANCIAL SERVICES, INC. By:_____ Title:_____ Date:_____	_____ (Customer Legal Name) By:_____ Printed Name:_____ Title:_____
Acknowledged and Agreed by CBS: **CANON BUSINESS SOLUTIONS, INC.** By:_____ Printed Name:_____ Title:_____	By:_____ Printed Name:_____ Title:_____

CITY ATTORNEY
Approved as to Form

By: _____ 6/27/11
Date

TO BE COMPLETED BY DEALER:
(check one)

- ☒ All Existing Agreement renewal payments to be credited to New Agreement. (100% Qualifying Equipment)
- ☐ Partial Existing Agreement renewal payments to be credited to New Agreement:
  - Payment amount under Existing Agreement: $_____ per billing period + applicable use taxes
  - Amount eligible as Credit Period Payments: $_____ per billing period + applicable use taxes
    (Contact CFS to verify portion of payment eligible for credit.)

List of eligible Existing Equipment:
See City of Moreno Valley/ Canon Amendment #4

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Canon

Canon Financial Services, Inc.

CONVERSION ADDENDUM

RE: Agreement Number See Attachment **(Existing Agreement) and**
Application Number _____ **(New Agreement)**

This Conversion Addendum ("Addendum") is entered into by and between Canon Financial Services, Inc. ("CFS") and City of Moreno Valley ("Customer") and is effective as of the date set forth below (the "Effective Date").

RECITALS

A. CFS and Customer are parties to that certain agreement (whether designated a Lease, Rental Agreement, Master Agreement Schedule, or otherwise) with the agreement number indicated above ("Existing Agreement") for the lease or rental of certain equipment ("Existing Equipment").

B. The initial term of the Existing Agreement has expired or will soon be expiring, and the Existing Agreement is currently or will soon be in a in a renewal term.

C. Canon Business Solutions, Inc. ("CBS") and Customer are also parties to that certain Facilities Management Agreement with the application number indicated above ("New Agreement"; and together with the Existing Agreement, the "Agreements") for the lease or rental of certain other equipment and the provision of certain services ("New Equipment").

D. As of the Effective Date, the New Equipment has not been delivered to Customer, and therefore the lease or rental of the New Equipment and the provision of services under the New Agreement has not commenced.

E. CFS and Customer desire to amend the Existing Agreement and the New Agreement to allow for the equipment lease portion of the Payments (as defined in the Existing Agreement) coming due during the renewal term of the Existing Agreement (collectively, the "Renewal Payments") that are due and paid during the Credit Period (defined below) to be applied to the New Agreement once the New Equipment has been delivered to and accepted by Customer, all pursuant to the terms and conditions of this Addendum.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, CFS and Customer agree as follows:

1. During the period beginning on the Effective Date and ending on the date the New Equipment has been delivered to and accepted by Customer under the New Agreement (such period, the "Credit Period"), the Existing Agreement shall remain in effect pursuant to the applicable renewal provisions thereof. Customer shall continue to make its renewal term Payments to CFS under the Existing Agreement during the Credit Period.

2. When the New Equipment is delivered to Customer, Customer shall inspect and accept the New Equipment pursuant to the terms of the New Agreement. At such time, the Existing Agreement shall terminate, Customer shall return or purchase the Existing Equipment pursuant to the terms of the Existing Agreement, and the New Agreement shall commence.

3. Upon termination of the Existing Agreement and commencement of the New Agreement, CFS shall pay over to CBS the equipment lease portion of all Renewal Payments due under the Existing Agreement during the Credit Period and paid to CFS during the Credit Period (collectively, the "Credit Period Payments") to be applied by CBS to the payments that come due under the New Agreement. The Credit Period Payments shall not include (a) any amounts other than the equipment lease portion of the Payments under the Existing Agreement or (b) past due payments that were due prior to the Credit Period but received by CFS within the Credit Period. For example, and not by way of limitation, property taxes, late charges, insurance, overages, maintenance, and other such amounts shall not be deemed Credit Period Payments hereunder. For the avoidance of doubt, only the equipment lease portion of amounts that are both (i) due under the Existing Agreement during the Credit Period and (ii) received by CFS during the Credit Period will be credited to the New Agreement. In addition, if the Existing

Agreement is being upgraded into multiple transactions, only one of which is the New Agreement, only the portion of the payments made under the Existing Agreement with respect to Existing Equipment that is being upgraded to New Equipment under the New Agreement will be credited to the New Agreement. The eligible amount and Existing Equipment are listed below the signature blocks below.

4. Once all of the Credit Period Payments received by CFS have been applied to payments that have come due under the New Agreement, Customer will receive invoices from CBS for amounts due under the New Agreement for the remainder of the term (and any renewal term) of the New Agreement. Customer acknowledges that the first invoice Customer receives from CBS may be for less than a normal full monthly payment under the New Agreement, depending on the total amount of Credit Period Payments being applied; in such a case, the subsequent invoice would be for the normal full monthly payment under the New Agreement.

5. If Customer rejects the New Equipment for any reason, or otherwise cancels the New Agreement prior to its commencement, CFS shall be entitled to retain the Credit Period Payments as consideration for the use of the Existing Equipment during the Credit Period.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreements and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreements, the provisions of this Addendum shall in all respect govern and control.

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND DEALER AND ACCEPTED BY CFS.

CFS:	Customer:
CANON FINANCIAL SERVICES, INC. By:_____ Title:_____ Date:_____	_____ (Customer Legal Name) By:_____ Printed Name:_____ Title:_____
Acknowledged and Agreed by CBS: **CANON BUSINESS SOLUTIONS, INC.** By:_____ Printed Name: David Dunn Title: Director Business Operations	By:_____ Printed Name:_____ Title:_____

CITY ATTORNEY
Approved as to Form

By: _____ 6/29/11
Date

TO BE COMPLETED BY DEALER:
(check one)

- ☒ All Existing Agreement renewal payments to be credited to New Agreement. (100% Qualifying Equipment)
- ☐ Partial Existing Agreement renewal payments to be credited to New Agreement:
  - Payment amount under Existing Agreement: $_____ per billing period + applicable use taxes
  - Amount eligible as Credit Period Payments: $_____ per billing period + applicable use taxes
    (Contact CFS to verify portion of payment eligible for credit.)

List of eligible Existing Equipment:
See City of Moreno Valley/ Canon Amendment #4

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: July 12, 2011

TITLE: STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES

RECOMMENDED ACTION

Staff recommends that the City Council approve the proposed staff assignments in support of Council Member participation with regional agencies.

BACKGROUND

At their May 18, 2011 Goal Setting Workshop, the City Council identified the organization's Strengths, Weaknesses, Opportunities, and Threats (SWOT). While the City's existing transportation corridors were identified as a strength, the lack of adequate infrastructure and planning was acknowledged as a weakness. The City's regional presence was identified as an opportunity. The Council used the results of their SWOT Analysis to develop five prioritized goals, one of which was to "Maximize Transportation and Infrastructure Opportunities."

DISCUSSION

The third prioritized goal developed by the City Council in their May 18 Goal Setting Workshop was to "Maximize Transportation and Infrastructure Opportunities." Actions identified to help achieve this goal included increasing the City's regional presence. A specific task assigned to City staff was to increase staff assistance to the Council as well as increase participation with regional agencies by assigning staff liaisons to each committee. The proposed staff assignments are included in the "2011 City Council Regional Committees & Staff Assignments" attachment.

ALTERNATIVES

1) Approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff recommends this alternative as the proposed staff assignments will assist the City Council in achieving their prioritized goal to maximize transportation and infrastructure opportunities by increasing the City's regional presence.*

2) Not approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff does not recommend this alternative as the proposed action is a task related to the Council-adopted goal to maximize transportation and infrastructure opportunities.*

FISCAL IMPACT

The proposed staff assignments in support of Council Member participation with regional agencies will have no fiscal impact to the City.

COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment: "2011 City Council Regional Committees & Staff Assignments"

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Barry Foster
Community and Economic Director

Concurred By:
Chris Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114050

2011 CITY COUNCIL REGIONAL COMMITTEES & STAFF ASSIGNMENTS

REGIONAL AGENCY:

March Joint Powers Commission (JPC)	STEWART/BATEY	CO
Staff: Community and Economic Development Director		
School Districts/City Joint Task Force	STEWART/MOLINA	CO
Staff: City Manager/Asst City Manager		
Riverside County Habitat Conservation Agency (RCHCA)	BATEY	MOLINA
Staff: Planning Official		
Riverside County Transportation Commission (RCTC)	CO	STEWART
Staff: City Manager/Asst City Manager		
Riverside Transit Agency (RTA)	MOLINA	CO
Staff: Public Works Director/Traffic Engineer		
Western Riverside Council of Governments (WRCOG)	HASTINGS	CO
Staff: City Manager		
Western Riverside County Regional Conservation Authority (RCA)	BATEY	MOLINA
Staff: Planning Official		

WRCOG COMMITTEES:

Executive Committee	Robin Hastings, Chair
Administration & Finance	Robin Hastings, Chair
Technical Advisory Committee	Henry Garcia, Chair
Planning Directors TAC	John Terell
Public Works Committee	Chris Vogt, Chair
Solid Waste Technical Committee	Robert Lemon
Western Riverside County Clean Air Coalition	Robert Lemon
Air Quality Task Force	Eric Lewis, Jeff Bradshaw

RCTC COMMITTEES:

Western Riverside County Programs and Projects Committee	Marcelo Co
San Jacinto Branch Line Ad Hoc Committee	Marcelo Co
Technical Advisory Committee	Chris Vogt

Attachment 1

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MV00114052

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,729,200 to Hardy & Harper, Inc. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

DISCUSSION

The project included the resurfacing of six (6) streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Hardy & Harper's contracted work included removing existing asphalt concrete pavement, resurfacing with cold-in-place recycling (CIPR), pavement overlaying with rubberized asphalt concrete, reconstructing a number of access ramps along the listed streets to ADA requirements, re-establishment of traffic signal detector loops, utility covers, manholes, and re-striping. The resurfacing extends the life of the streets and provides a smoother riding surface.

The Contractor has completed all the paving work and anticipates completing the construction by mid July 2011. Staff anticipates the final contract cost will be approximately $1,631,000 which does not exceed the approved purchase order amount of $1,729,000. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works

Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project was included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase 1 (being constructed concurrently)	($2,684,000)
Remaining Funds Available	$2,452,400

PROJECT RELATED COSTS:

Design	$110,000
Anticipated Contractor Construction Costs	$1,631,000
Anticipated Construction Geotechnical Services	$22,000
Anticipated Construction Survey Services	$20,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$1,873,000

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper anticipates completing the construction of the 2011 Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. The resurfacing extends the life of the streets and provides a smoother riding surface.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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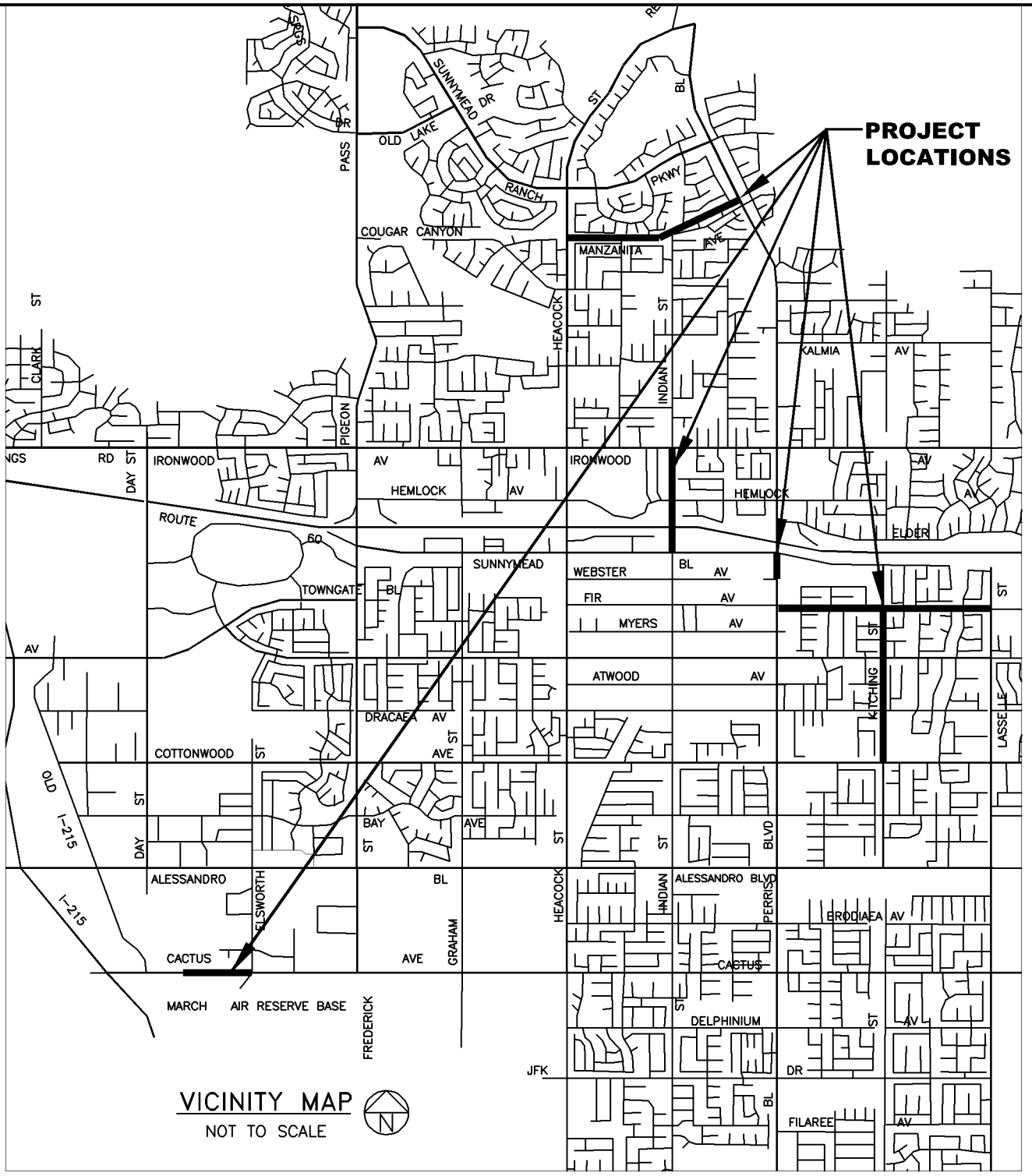

LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

Item No. A.24

MV00114059

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MV00114060

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $2,410,400 to Hardy & Harper, Inc. The project includes the resurfacing a total of twenty six local streets which are included in the Fiscal Year 2010-2011 CIP Budget. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of these streets.

DISCUSSION

Hardy & Harper's contracted work includes removing existing asphalt concrete pavement, pavement resurfacing with cold central plant recycling (CCPR), pavement overlaying with rubberized asphalt concrete, reconstructing number of access ramps along the listed streets to ADA requirements, adjusting utility manholes and covers, and re-establishing traffic striping. The Contractor has completed all the paving work and anticipates completing rest of the work by mid July 2011. Staff anticipates the final contract cost will be approximately $2,391,000 which does not exceed the approved purchase order amount of $2,410,400. The resurfacing extends the life of the streets and provides a smoother riding surface.

Three additional streets (Vellanto Way, Mantee Place and Ormista Drive) were added to the original twenty six streets, bringing a total of twenty nine streets being resurfaced (approximately 131,000 square yards of pavement area.) These three streets (also included in the Fiscal Year 2010-2011 CIP Budget for resurfacing) are in the neighborhood of Searson Drive which is one of the original twenty six streets. These streets are added to be constructed at the same time as Searson Drive in an effort to avoid repeat construction disturbance to the neighborhood as these streets were previously approved by City Council for Phase 2 Local Street Pavement Resurfacing Project.

Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the

Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:
Annual Pavement Resurfacing Program (Acct. No. 125.56330) $1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722) $1,550,000

Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Anticipated Costs (being constructed concurrently)	($1,873,000)
Remaining Funds Available	$3,263,400

PROJECT RELATED COSTS:

Design	$93,000
Anticipated Contractor Construction Costs	$2,391,000
Anticipated Construction Geotechnical Services	$73,000
Anticipated Construction Survey Services	$37,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$2,684,000

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper, Inc. anticipates completing the construction of the 2011 Local Street Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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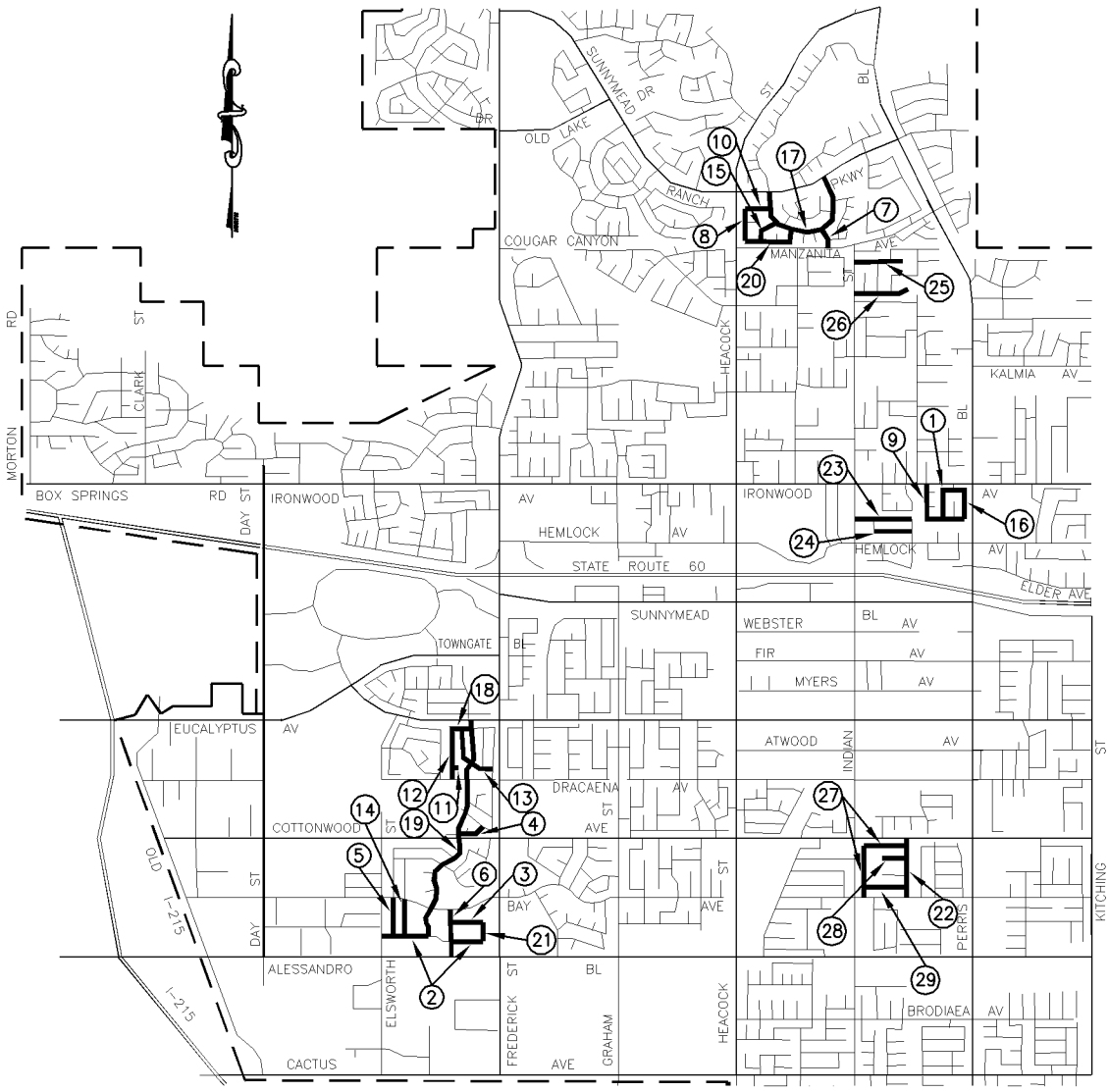

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES PL:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST;	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA DR:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	COTTONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END
27	VELLANTO WAY:	BAY AVE TO SEARSON DR
28	MANTEE PL:	WEST END TO SEARSON DR
29	ORMISTA DR:	VELLANTO WY TO SEARSON DR

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTA(-375-ENT "A"

Item No. A.25

MV00114067

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MV00114068

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD

DEVELOPER – CITY OF MORENO VALLEY, CALIFORNIA
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard.

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 12, 2010, the City Council approved the Agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Corporate Yard Phase 1 Office Building and Sewer Line. The Agreement requires that the consultant obtain approval (Planning Application PA10-0013) from the various City departments as part of the design phase of the project. On March 8, 2011, the project received final Conditions of Approval that require the owner (City of Moreno Valley, a municipal corporation) to record an Offer of Dedication for additional right-of-way. The additional right-of-way will be at the two proposed driveway approaches, located on the north side of Santiago Drive east of Perris Boulevard, in accordance with the City Standard for a commercial driveway approach.

DISCUSSION

The owner, the City of Moreno Valley, is required to dedicate four (4) feet of right-of-way around the driveway approaches, at the proposed project entrances on Santiago Drive, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrances to match the existing street improvements immediately to the east and west of the project. Once the Offer of Dedication is executed by the City Manager, the document will be forwarded to the City Engineer to execute the Acceptance Certificates as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

2. Do not authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Public Facilities and Capital Projects – Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offer of Dedication

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez, P.E.
Senior Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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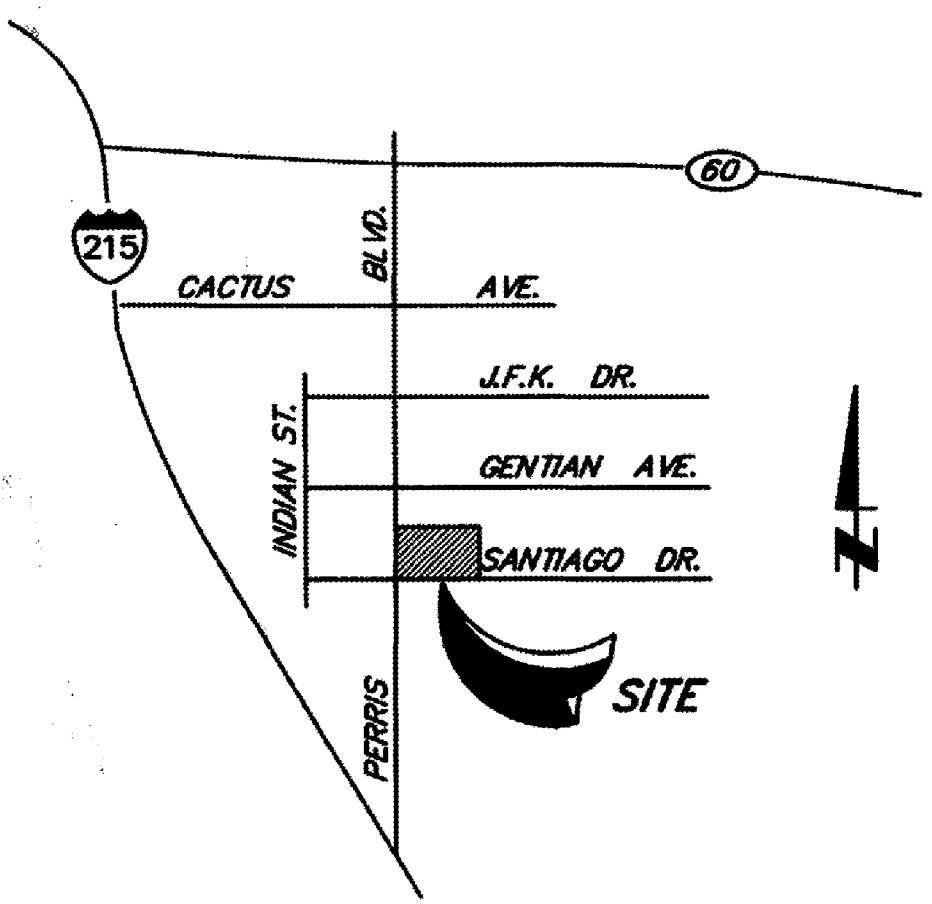

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment "A"	**PA10-0013** **VICINITY MAP**

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MV00114074

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 486-170-021 & 022

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

City of Moreno Valley, a Municipal Corporation

By: _____
HENRY GARCIA, City Manager

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk (SEAL)

Date _____

Attachment "B"

Item No. A.26

MV00114075

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **July 12, 2011** from the **City of Moreno Valley Moreno, a municipal corporation**, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

STATE OF CALIFORNIA)
County of _____)ss.
On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF NAN AVENUE AS SHOWN BY MAP OF TRACT NO. 15433-2, ON FILE IN BOOK 151 OF MAPS, PAGES 67 THROUGH 70, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF COBRA DRIVE AS SHOWN BY MAP OF TRACT NO. 15433, ON FILE IN BOOK 151 OF MAPS, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 47.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE DIRECTION OF:

5-3-11

MARISSA CROWTHER, PLS 6152
SB&O, INC.
41689 ENTERPRISE CIRCLE NORTH, SUITE 126
TEMECULA, CA. 92590

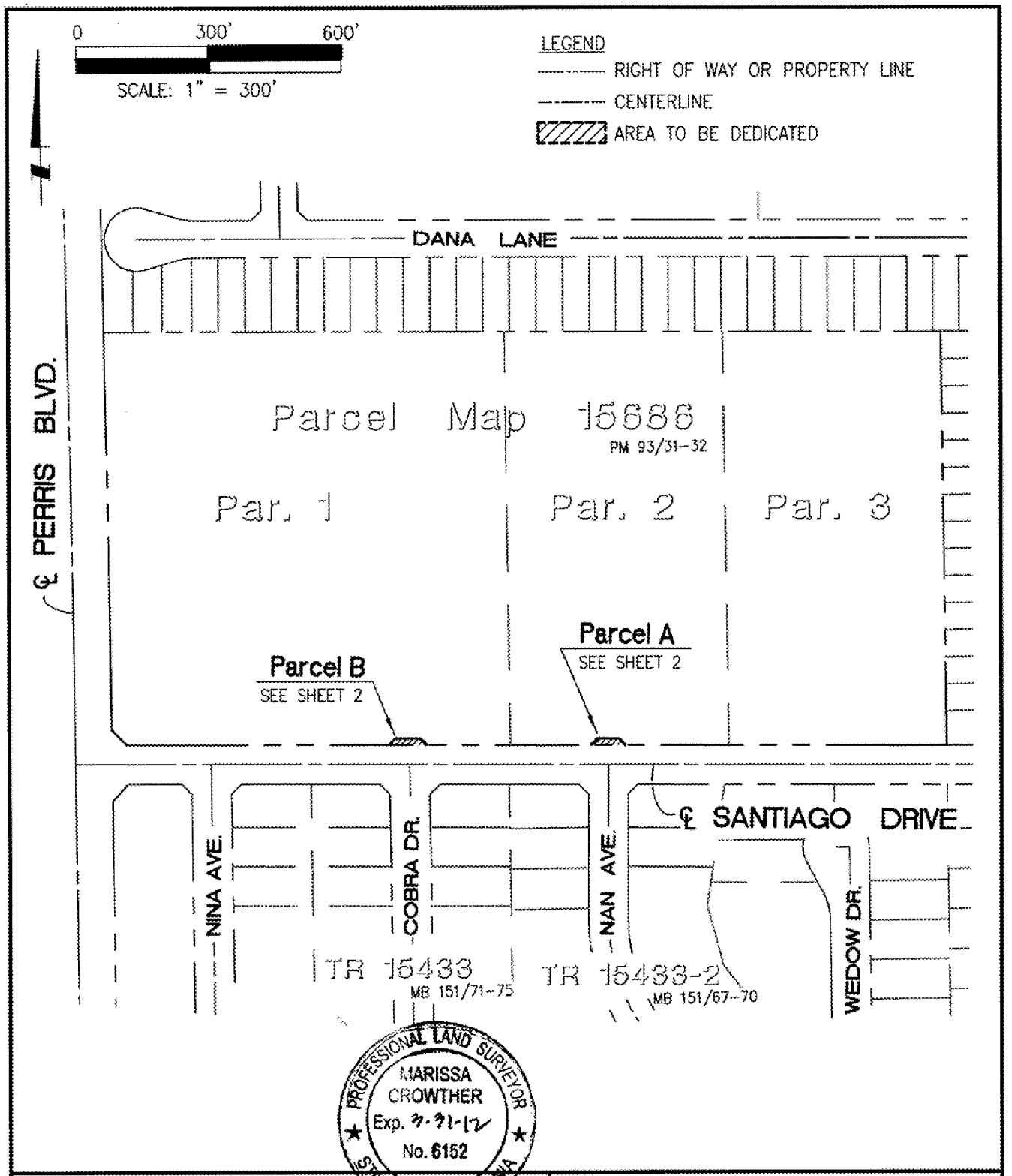

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:
S.B. & O., INC.
41689 ENTERPRISE CIRCLE NORTH
TEMECULA, CA 92590

MARISSA CROWTHER, PLS 6152 (EXP 3-31-12)

5-3-11
DATE

CITY OF MORENO VALLEY
CORPORATE YARD DRIVEWAY EASEMENTS

APRIL 2011	EXHIBIT "B"
SB&O, INC. JN 68251	SHEET 1 OF 2

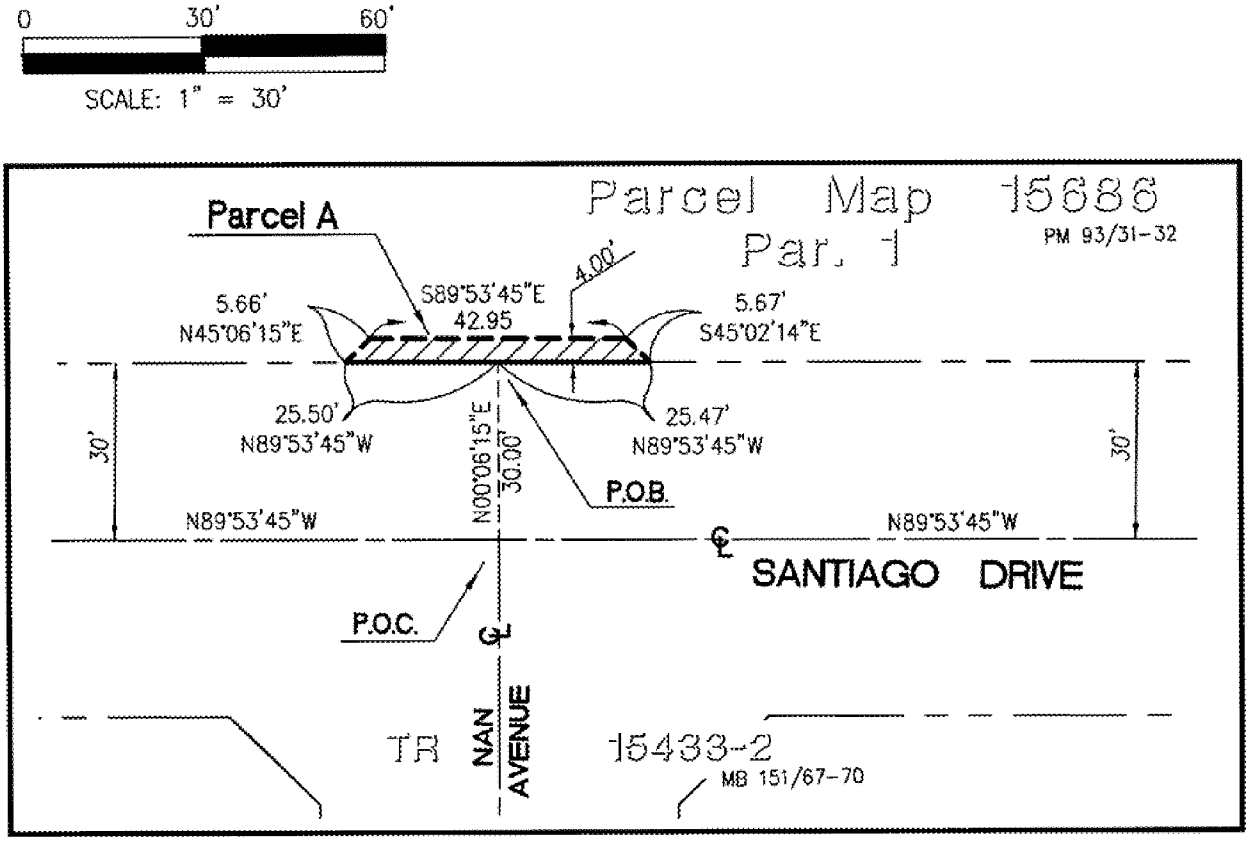

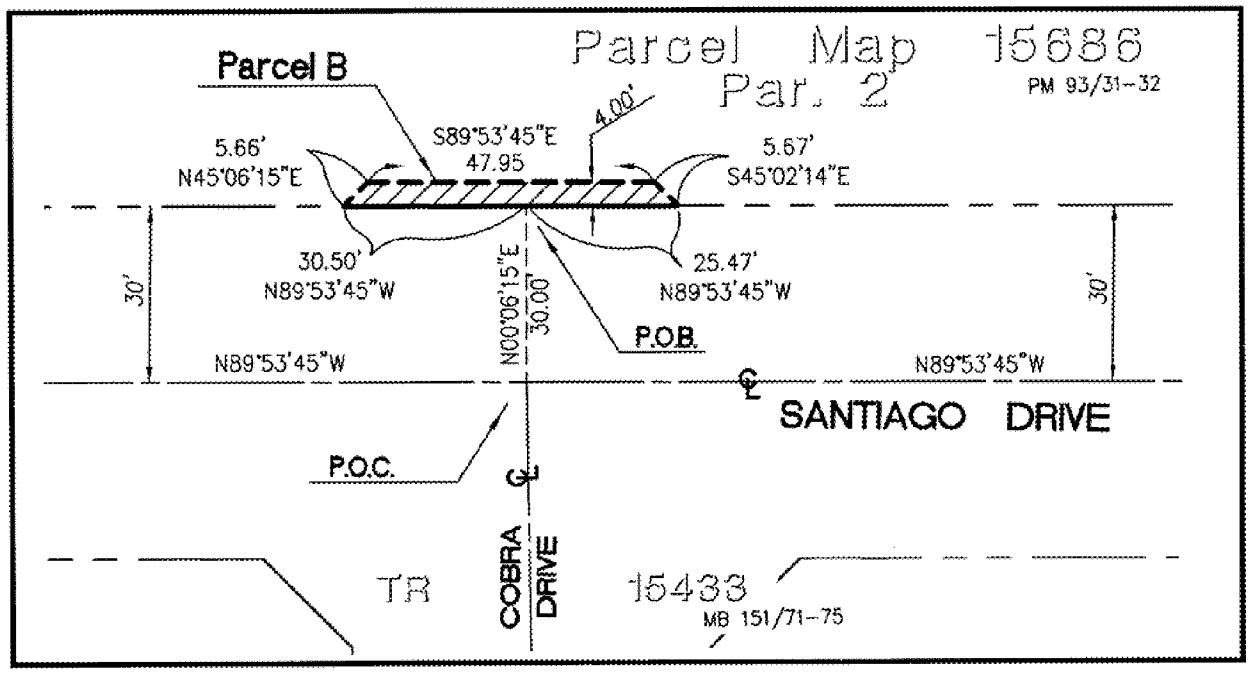

NOTES:

1. BEARINGS ARE BASED ON PARCEL MAP 15686.
2. P.O.C. INDICATES POINT OF COMMENCEMENT.
3. P.O.B. INDICATES POINT OF BEGINNING.

LEGEND

RIGHT OF WAY OR PROPERTY LINE

CENTERLINE

AREA TO BE DEDICATED

EXHIBIT "B"

SHEET 2 OF 2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS STREET IMPROVEMENTS - AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Street improvements. The Conditions of Approval for this project required that the developer provide surety for street improvements. The security amount for the Eucalyptus Street improvements is Two Million Seven Hundred Seventy-Eight Thousand dollars ($2,778,000.00). The limits of the Eucalyptus Street improvements are within Eucalyptus Street between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: 6-inch thick asphalt concrete over 12-inch thick aggregate base, 8-inch curb and gutter, 6-inch AC curb commercial driveway approaches, sidewalk, street lights, street medians, median drains and landscaping, local depressions, pipe, gates, interconnect conduit, pull boxies, and signing/striping. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a punch list was generated. The required corrective actions have been completed and the improvements are now eligible for acceptance into the City's maintained street system.

On May 3, 2011, the Eucalyptus Street improvements received a 60% reduction. The amount reduced was One Million Six Hundred Sixty-Six Thousand Eight Hundred Dollars ($1,666,800.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved

plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with the Streets and Highway Code.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept the improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Eight Hundred Thirty-Three Thousand Four Hundred dollars ($833,400.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once the required improvements have been completed according to City of Moreno Valley Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when

all clearances are received. *Once the required improvements have been completed according to City of Moreno Valley Standards, it will then be appropriate to provide a reduction to the security.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114086

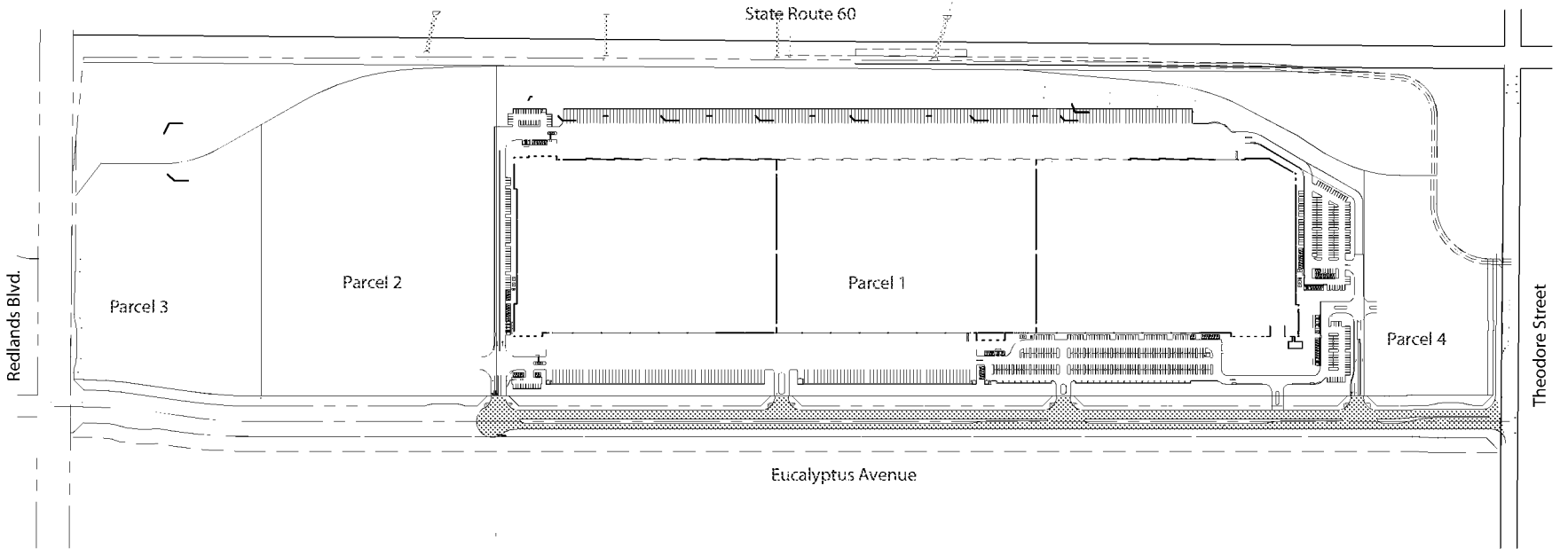

Exhibit "A"

PA07-0090 HFCP-Eucalyptus Phase 1 Street Improvements Vicinity Map

MV00114087

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MV00114088

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Street Improvements

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	A/C Cap Pave	
3	Install Signs/Striping as shown on sheets 11 -12, Eucalyptus St. Imp. Plans	
4	Complete Median Island Pavers Irrigation, Landscape	
5	Complete Irrigation, Landscape N/S Eucalyptus, Install pedestals	
6	Install City-Wide Communication Conduits, Construction Note #16, Eucalyptus S/I plan city std. 421 (Furnish & Install 6 pair No. 19 Interconnect Cable in one conduit (Black Conduit)	
7	Install Monumentation city std.# 601a, b, c, d & e.	
8	Complete swale @ S/S Eucalyptus shoulder.	
9	Submit As-builts	
10	Clearance from Planning Divisions	

Exhibit "B"

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\7-12-11- PA07-0090 - Eucalyptus St 90% Reduction Exhibit C.doc

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MV00114090

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS WATER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Water improvements is One Million Fifty Thousand dollars ($1,050,000.00). The limits of the Eucalyptus Water improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but is not limited to, the following: approximately 5,100 feet of 18-inch water main line, approximately 400 feet of 12-inch water laterals, twelve (12) fire hydrant assemblies, three (3) 4-inch service connections, three (3) 2-inch service connections, approximately 5,100 feet of telemetry (communication) cable, various fittings, restraint joints, adaptors, blow-offs, vac/air release assemblies, valves, and backflow prevention devices. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Water improvements received an 80% reduction. The amount reduced was Eight Hundred Forty Thousand dollars ($840,000.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is One Thousand Five Hundred dollars ($105,000.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed*

according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114096

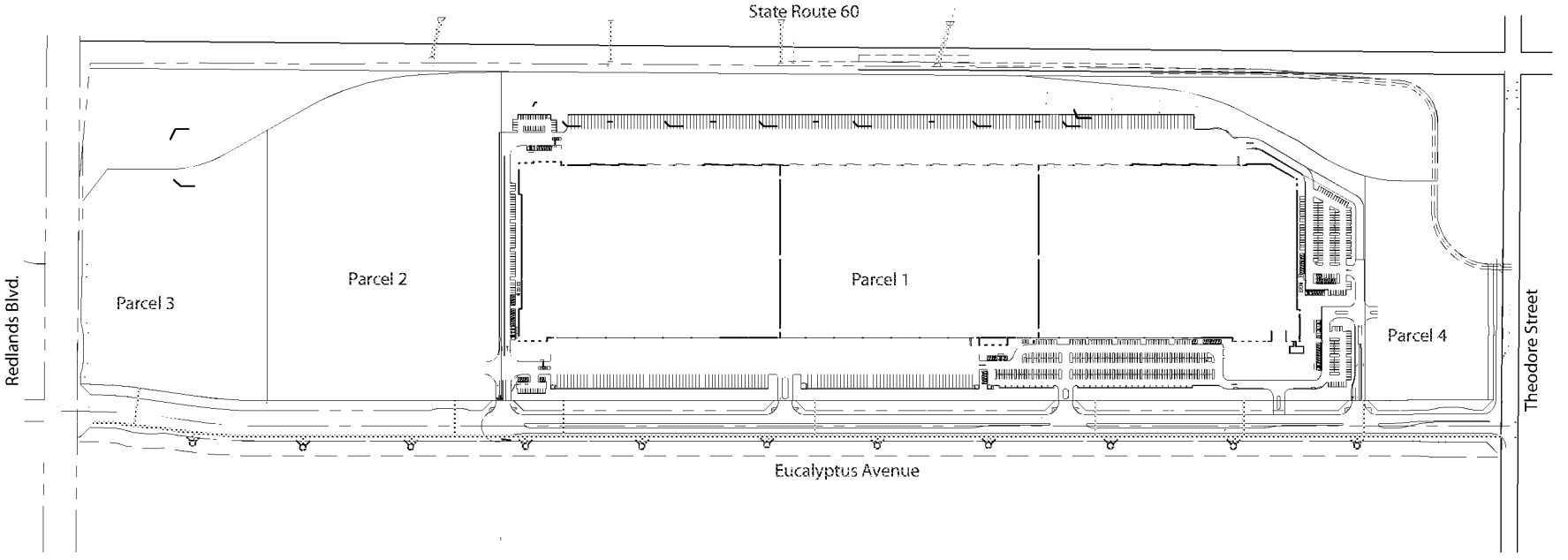

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Water Phase 1 Improvements | Vicinity Map

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MV00114098

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD Clearance Letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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MV00114100

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS RECYCLED WATER – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Recycled Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Recycled Water improvements is Four Hundred Thirty-Four Thousand dollars ($434,000.00). The limits of the Eucalyptus Recycled Water improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: approximately 5,100 feet of twelve (12) inch purple water main line, six (6) 2-inch service connections, one (1) 4-inch service connection, various fittings, restraint joints, adaptors, blow-offs, vac/air release assemblies, and backflow prevention devices. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Recycled Water improvements received an 80% reduction. The amount reduced was Three Hundred Forty-Seven Thousand Two Hundred dollars ($347,200.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Recycled Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Forty-Three Thousand Four Hundred dollars ($43,400.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. D not authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required*

improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114106

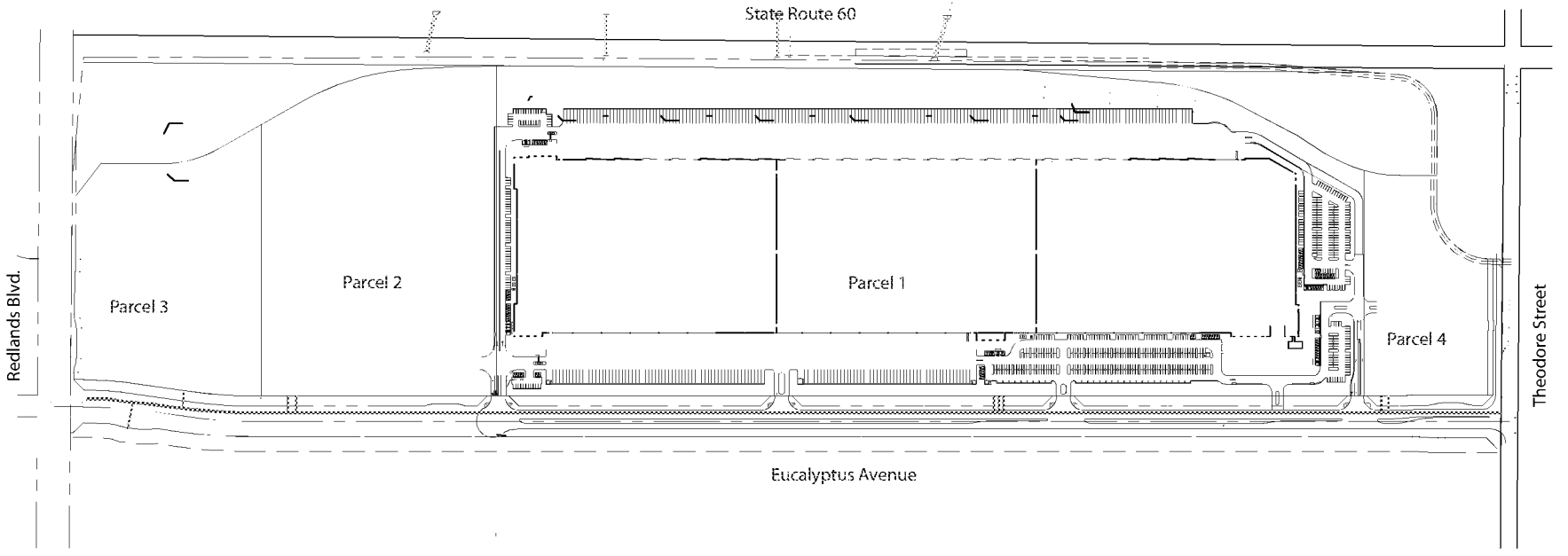

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Recycled Water Phase 1 Improvements | Vicinity Map

MV00114107

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MV00114108

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Recycled Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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MV00114110

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS SEWER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Sewer improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Sewer improvements is Four Hundred Sixty-Seven Thousand dollars ($467,000.00). The limits of the Eucalyptus Sewer improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: approximately 1,500 feet of fifteen (15) inch sewer main line, approximately 2,400 feet of twelve (12) inch sewer main line, approximately 650 feet of eight (8) inch sewer main, approximately 150 feet of six (6) inch sewer laterals, and installation of 14 manholes and 2 cleanouts along the sewer line. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Sewer improvements received an 80% reduction. The amount reduced was Three Hundred Seventy-Three Thousand Six Hundred dollars ($373,600.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Sewer improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Forty-Six Thousand Seven Hundred dollars ($46,700.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the Public Works Director/City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed*

according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114116

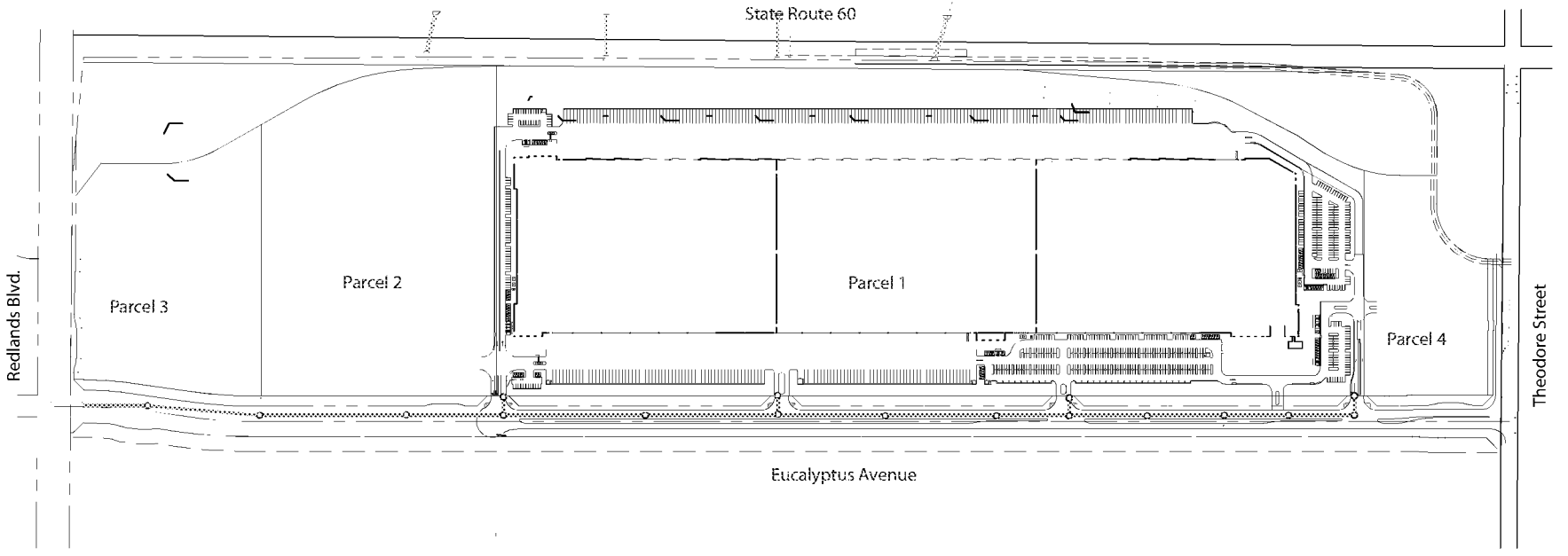

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Sewer Phase 1 Improvements | Vicinity Map

MV00114117

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MV00114118

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Sewer

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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MV00114120

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – LINE F STORM DRAIN IMPROVEMENTS – REQUEST TO RATIFY THE PARTIAL REDUCTION TO THE IMPROVEMENT SECURITY AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN PROPER CLEARANCES ARE RECEIVED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Ratify the partial reduction to the public improvement security provided by the City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090;

2. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District; and

3. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or

liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On June 8, 2010, the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Line F Storm Drain improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Line F Storm Drain improvements is Six Million Eight Hundred Thirteen Thousand Five Hundred Ninety-Five dollars ($6,813,595.00).

On July 13, 2010, the City Council of the City of Moreno Valley approved the substitution agreement and replacement bonds for the Line F Storm Drain improvements.

The limits of the Line F Storm Drain improvements are within Route 60 to the north, Redlands Boulevard to the west, Eucalyptus Avenue to the south and Theodore Street to the east. The public improvements included, but is not limited to, the following: 2,600 feet of 24-inch RCP, 200 feet of 30-inch Reinforced Concrete Pipe (RCP), 1,900 feet of 36 -inch RCP, 1,500 feet of 42 -inch RCP, 650 feet of 48-inch RCP, 1050 feet of 10-ft by 8-ft Reinforced Concrete Box (RCB), 1,600 feet of 12-ft by 8-ft RCB, pipe inlets/outlets, wing walls, head walls, catch basins, local depressions, manholes, junction structures, transition structures, concrete bulkheads, trash racks, rip rap, fencing and gates. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Punch List was generated.

On March 3, 2011, the Line F Storm Drain improvements received a 90% reduction. The amount reduced was Six Million One Hundred Thirty-Two Thousand Two Hundred Thirty-Six dollars ($6,132,236.00).

DISCUSSION

Contingent upon receiving the acceptance letter from Riverside County Flood Control and Water Conservation District (District), City Staff will perform a final inspection to ensure that the improvements are in accordance with the approved plans and the standards of the City of Moreno Valley and District.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the Line F Storm Drain improvements as complete once the proper clearances are provided by the District. A portion of said improvements will be maintained by the District.

In accordance with the Cooperative Agreement approved by the City Council on August 24, 2010 and the storm drain plans approved by the City Engineer on June 14, 2010, the public storm drain improvements being accepted into the City Maintained system are as follows: a portion of Line D, Line G, Laterals F-2-A, F-8-A through F-8-K, F-8-M, F-8-N, F-8-P, F-9, F-9-A through F-9-D, and related appurtenances such as catch basins, inlets, outlets, headwalls, wingwalls, and rip-rap.

Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Ratify the partial reduction to the public improvement security provided by the Public Works Director/City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley and District Standards*

and it is appropriate to accept the improvements once proper clearances are received.

2. Do not ratify the partial reduction to the public improvement security provided by the Public Works Director/City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090. Do not authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District. Do not authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to enter said improvements into the 12 month warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all final approvals are received. *The required improvements have been completed according to City of Moreno Valley and District Standards and it is appropriate to accept the improvements once proper clearances are received.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114126

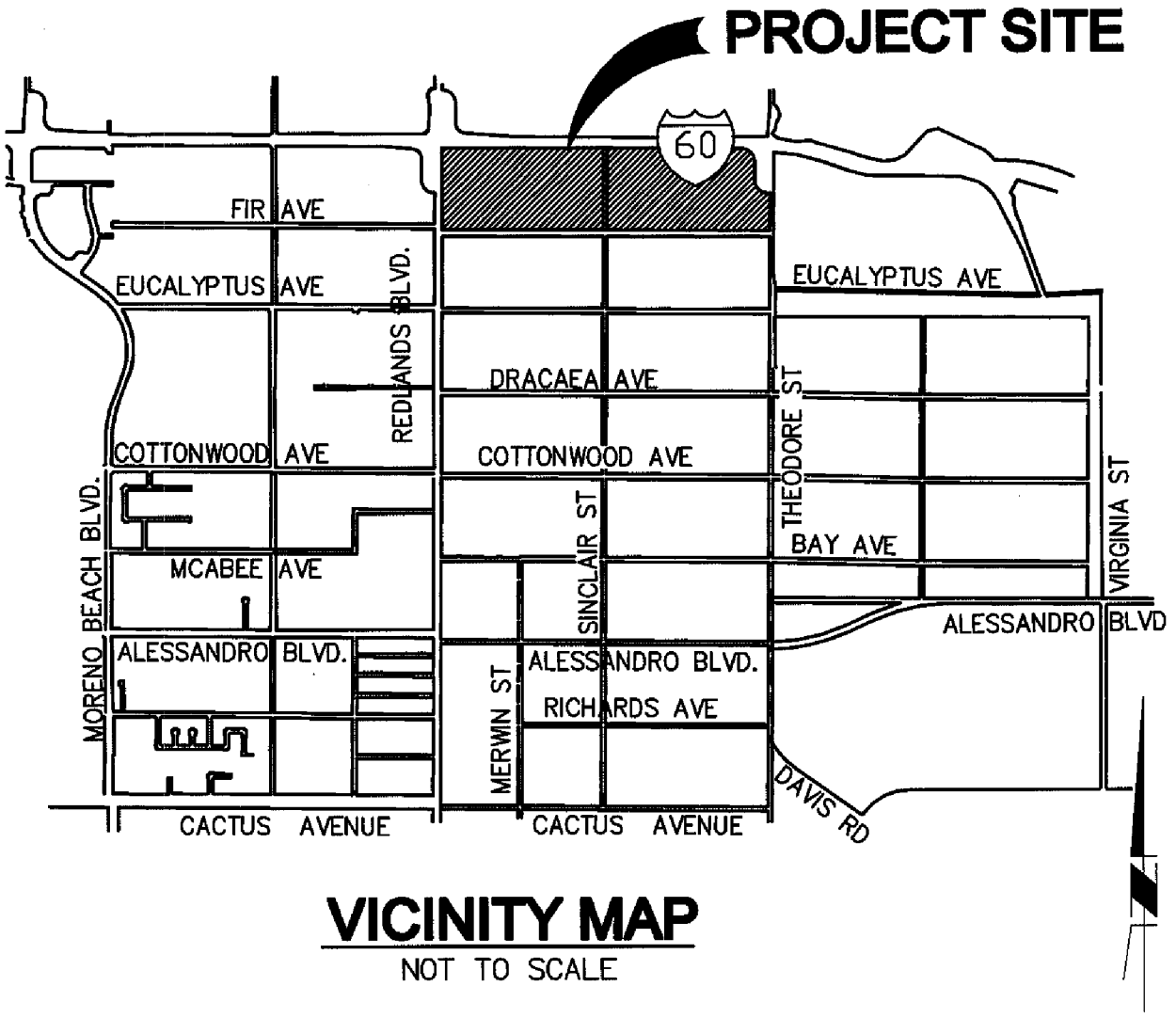

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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MV00114128

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00114130

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00114132

SEE AGENDA ITEM A.4

C3. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.4) (**Report of: Public Works Department)

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MV00114134

SEE AGENDA ITEM A.11

C4. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION **(ALSO LISTED AS AGENDA ITEM A.11)** (Report of: Public Works Department

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MV00114136

SEE AGENDA ITEM A.13

C5. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.13)** (Report of: Public Works Department)

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MV00114138

SEE AGENDA ITEM A.15

C6. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM **(ALSO LISTED AS AGENDA ITEM A.15)** (Report of: Public Works Department)

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MV00114140

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS PROJECT NO. 08-89791725

RECOMMENDED ACTION

Staff recommends that the Community Redevelopment Agency (RDA):

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency.

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

BACKGROUND

On April 28, 2009, City Council authorized VA Consulting, Inc. (VA Consulting) to proceed with the final Auto Mall design plans and specifications. On July 13, 2010, City Council authorized the City Manager to execute a Project Specific Agreement and assign said Project Specific Agreement to the Community Redevelopment Agency. At this same meeting, the Community Redevelopment Agency approved an increase to Purchase Order No. 37386 for $50,000.

DISCUSSION

The Moreno Valley Auto Mall is currently comprised of five (5) auto dealerships and six (6) vacant parcels. The Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase public awareness by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The increase in Auto Mall business has the potential to increase additional opportunities for employment and enhance other long term related business benefits for the local community.

The Auto Mall project consists of two phases – the re-construction of the pylon sign and the street improvements. The pylon sign installation was completed on June 20, 2011.

Street improvement enhancements and revitalization are integral elements of the final Automall plans. Recent changes in the Auto Mall ownership and lot line adjustments of the parcels fronting Motor Way necessitate design revisions to the project's street improvement plans. VA Consulting has been retained to provide professional consultant design services under their Project Specific Agreement that expires May 1, 2012. Staff is recommending the First Amendment to the Project Agreement in order to increase the Project Specific Agreement amount by $25,000. The additional monies provide for 1) Finalization of the street improvement plans and specifications to reflect the construction scope of work based on available construction funds after the completion of the pylon sign, 2) bid support services during the advertising of the project for construction, and 3) design support services during the construction of the street improvements.

ALTERNATIVES

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725). *This alternative will allow for much needed improvements.*

2. Do not authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and do not authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services bid design support services, and construction support services (Account No.

897.91725). *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Moreno Valley Auto Mall Street Improvements is included in Fiscal Year 2011/2012 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities. There is no impact on the General Fund.

Fiscal Year 2010/2011 Budget (Account No. 897.91725)	$1,512,000
Pylon Sign Construction Related Costs	$786,000
Construction Related Savings	$726,000

AVAILABLE FUNDS:

Fiscal Year 2011/2012 Budget (Account No. 897.91725)	$726,000
Estimated Additional Design Related Services	$25,000
Remaining Available Balance for Construction of Street Improvements	$701,000

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

The street improvement plans are an integral element of the final conceptual plan to rejuvenate Auto Mall. Staff is recommending that the Community Redevelopment Agency authorize the First Amendment to the Project Specific Agreement and furthermore authorize an increase to Purchase Order No. 37386 with VA Consulting in the amount of $25,000 for additional design services, bid design support services, and construction support services.

ATTACHMENTS

Attachment "A" – First Amendment to Project Specific Agreement

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\CC Reports\Street Improvements\VA Consultant Award Aggreement CC\1st Amendment 7-12-2011\Increase PO - Design 7-2011.doc

FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES MORENO VALLEY AUTO MALL STREET IMPROVEMENTS PROJECT NO. 08-89791725

This First Amendment to Project Specific Agreement is by and between the Community Redevelopment Agency of the City of Moreno Valley, a municipal corporation, hereinafter referred to as "RDA," and VA Consulting, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Specific Agreement is made and entered into effective on the date the RDA signs this First Amendment.

RECITALS:

Whereas, the City of Moreno Valley and Consultant entered into an Agreement entitled "PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Project Agreement," dated November 1, 2010.

Whereas, the City assigned its interest in said Agreement to RDA on November 1, 2010.

Whereas, the Consultant is providing consultant engineering services for the Moreno Valley Auto Mall Street Improvement project.

Whereas, it is desirable to amend the Project Specific Agreement to expand the scope of services as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The On-Call Agreement termination date of May 1, 2012 is not extended by this Amendment to the Project Agreement.

1.2 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “A” -- First Amendment, entitled “Terms of Payment”.

1.4 The RDA agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $25,000.00 as set forth in the above-referenced Terms of Payment, in

consideration of the Consultant's performance of the work set forth in Exhibit "A" - First Amendment.

1.5 The total "Not to Exceed" fee for this Agreement is $64,960.00 ($39,960.00 for the original Agreement plus $25,000.00 for the First Amendment to Project Specific Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 08-89791725

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this First Amendment to Project Agreement.

Community Redevelopment Agency

BY:_____
Executive Director

DATE:_____

VA Consulting, Inc.

BY:_____

TITLE:_____
(President or Vice President)

BY:_____

TITLE:_____
(Corporate Secretary)

RECOMMENDED FOR APPROVAL:

BY:_____
Chris A. Vogt, P.E.
Public Works Director/City Engineer

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
General Counsel of the Community Redevelopment Agency of the City of Moreno Valley

DATE:_____

Attachment: Exhibit "A" – First Amendment (Terms of Payment)
Exhibit "B" – First Amendment (Assignment of Project Agreement)
Exhibit "C" – First Amendment (Project Agreement)

W:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\Design Phase\Consultant -\Agreement\VA Consulting\Project Specific Agreement\Agmt A Street Improvements - $39K\1st Amendment\First Amendment to Project Agreement 7-2011.DOC

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MV00114148

TERMS OF PAYMENT

1. This First Amendment to Agreement shall have a Not-to-Exceed Fee of $25,000 for the First Amendment to the Project Specific Agreement.

2. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work for the Street Improvements covered by this Proposal including:

    a. Finalize Plans and Specifications to reflect Construction Scope of Work Based on Available Construction Funds.

    b. Bid Support Services During Construction Bid Advertisement

    c. Design Support Services During Construction

3. Work can only commence after this First Amendment to the Agreement has been executed and the City issues a notice to proceed.

4. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

5. Sub-categorization of tasks is permitted to better define the task for payment.

6. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

7. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

8. The City will pay the Consultant for all acceptable services rendered in accordance with the "Project Specific Agreement" and this First Amendment.

9. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Project Specific Agreement," or this First Amendment an "Amendment to the Agreement" will be executed between the City and Consultant.

10. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the scope of work.

EXHIBIT "A"

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MV00114150

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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MV00114152

Beazer Homes

June 15, 2011

John Terell, Planning Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Subject: Tract 36340 – Rockcliffe City Council Continuance

Dear Mr. Terell:

Beazer Homes would like to request a continuance from the July 12th City Council meeting regarding our proposed Development Agreement for Tract 36340. Beazer is looking to revisit some of the items within this agreement with the City of Moreno Valley. Beazer would like to be scheduled on the October 11th City Council meeting

Thank you for your time and efforts regarding this project. We look forward to working with the City of Moreno Valley. Should you have any questions, please do not hesitate to contact me at (714) 720-6304.

Sincerely,

Bryan Bergeron
Development Manager
Beazer Homes Southern California Division

Orange County Office

1800 E. Imperial Highway, Suite 200
Brea, CA 92821

O: 714-672-7000
F: 714-285-2925

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MV00114154

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011 (Continued from May 24, 2011)

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 2011- ___, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Town Center and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be

limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice

2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map
4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

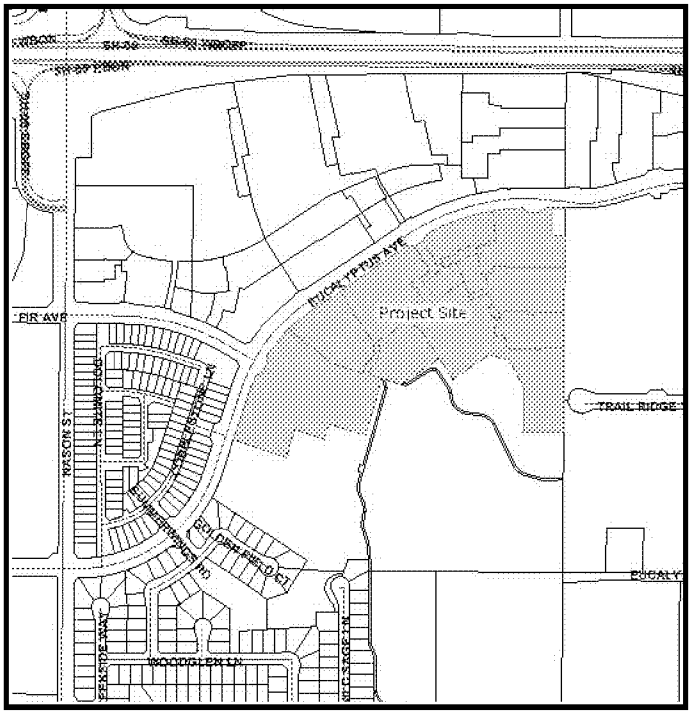

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.
CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

Item No. E.1

MV00114159

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MV00114160

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00114166

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Zoning
- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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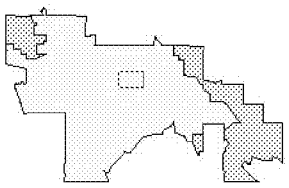

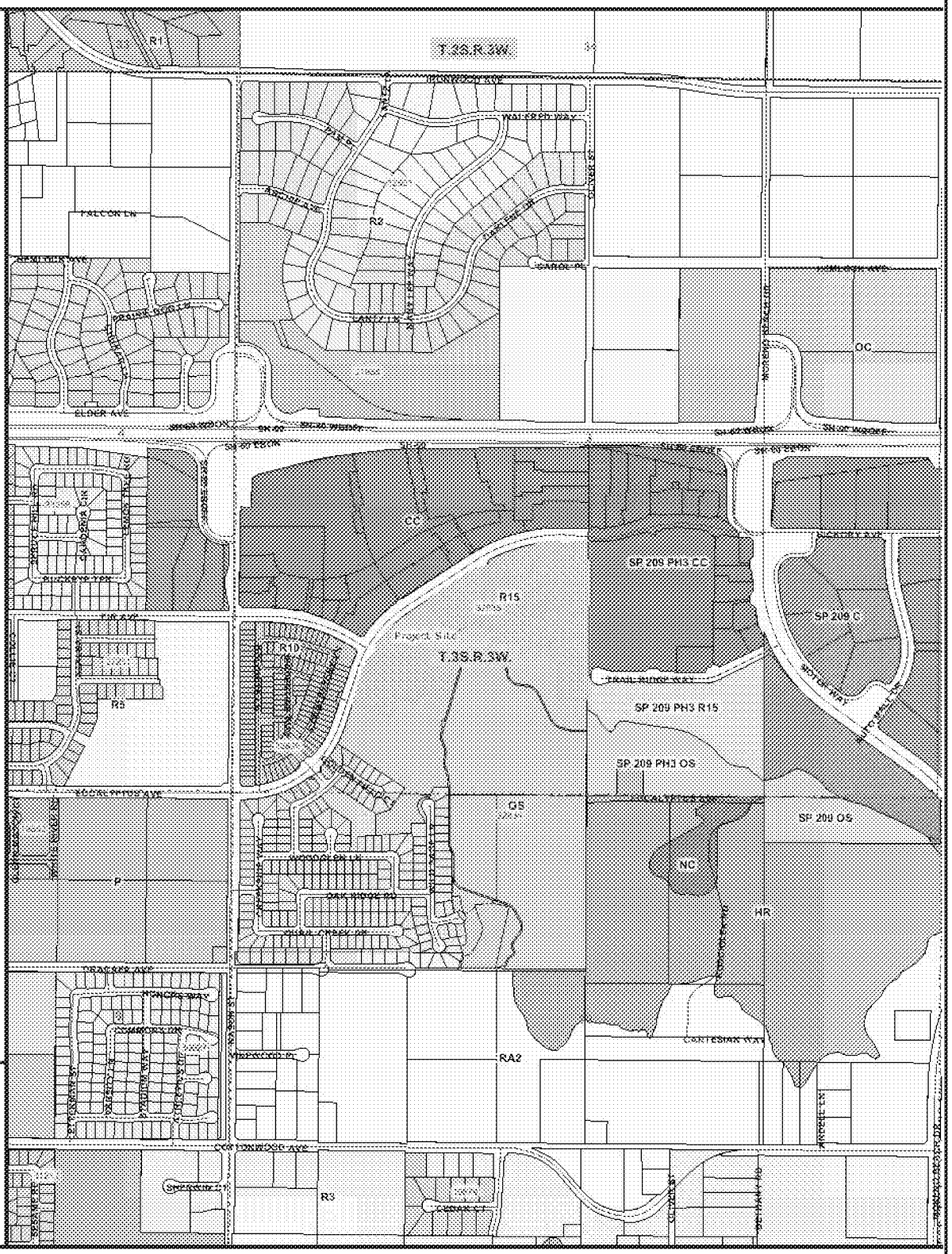

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

MV00114201

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MV00114202

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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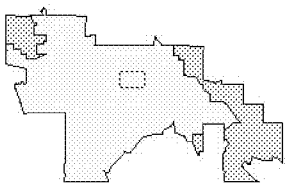

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ATTACHMENT 4

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MORENO VALLEY
WHERE DREAMS SOAR

Item No. E.1

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MV00114204

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS (Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as "Nature Park" on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will [illegible] individual lots with detached single-family homes, common open space private access roads. The [illegible]non open space includes a recreation

building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

Other Design Considerations

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees [illegible] te streets and allow continual break-up of the project massing. In addition, [illegible] will be clustered in strategic [illegible]ons such as on corner lots, adjacent to

guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be r[illegible]d by 50% from the Current Fe

third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets [illegible]nt standards as allowed [illegible]r Section 9.03.060 (Planned Unit

Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Ac[illegible] guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by:

Mark Gross, AICP
Senior Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
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Item No. E.1

(provided in reduced format in Exhibit 6).

6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

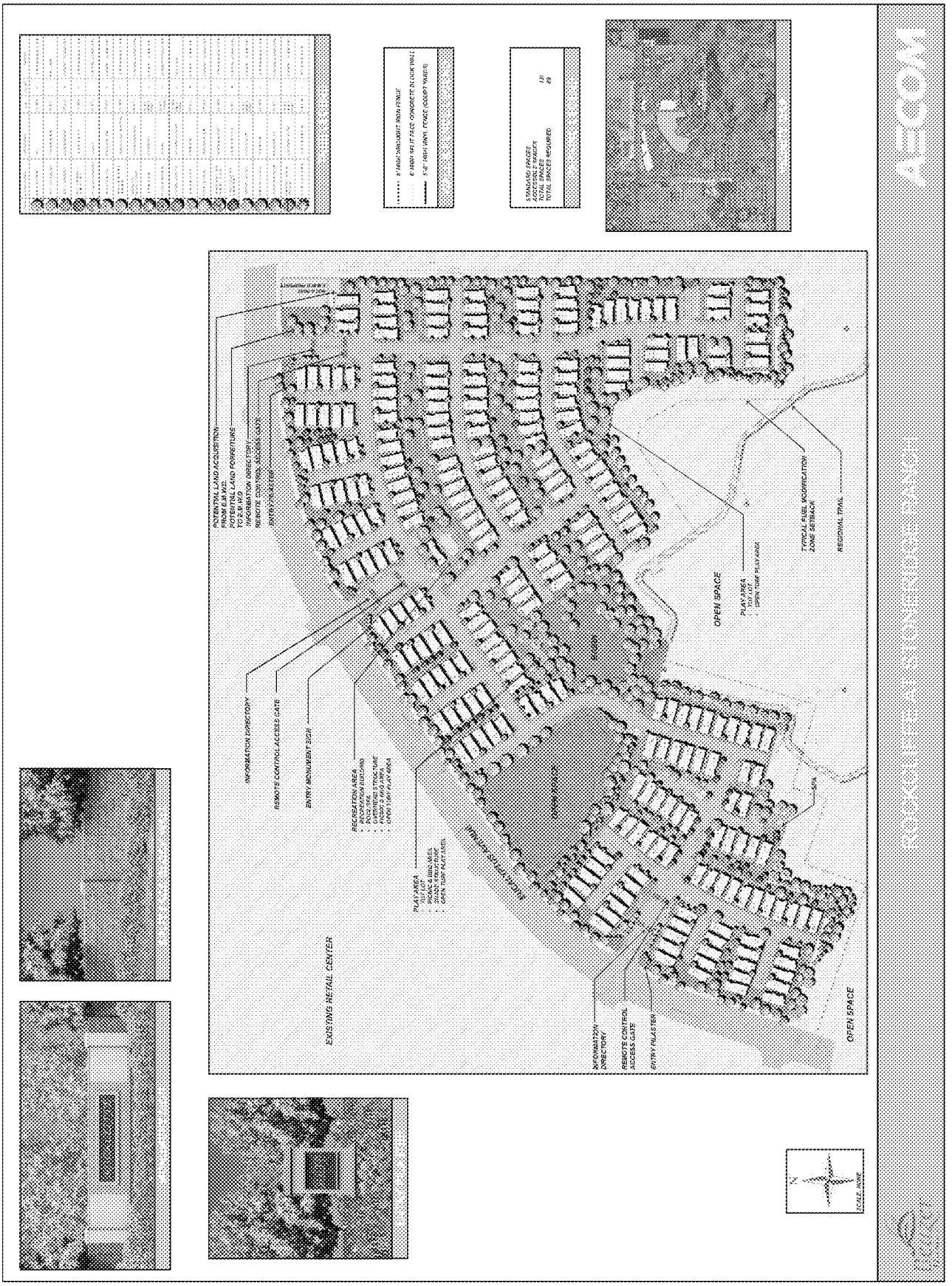

ATTACHMENT 7

Item No. E.1

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

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MV00114228

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting in their Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;
   b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 has Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program and the CSD Zone M program. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charges for the CSD Zone M program. The property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 28, 2011 and the Public Hearing on July 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies

are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to pruning, trimming, fertilizing, replacing plant material(s) as necessary, litter removal, maintenance of the irrigation systems, weed control, payment of the water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charges for APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 were estimated based on the proposed Perris Blvd. median adjacent to the parcels. Upon future development, parcels adjacent to the proposed median shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charges for balloting APNs shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing,** tabulate the ballots, verify, and accept the results of the mail ballot proceeding for First Industrial, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M annual charges for First Industrial. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing,** tabulate the ballots, verify, or accept the results of the mail ballot proceeding for First Industrial. *This alternative would be contrary to Proposition 218 mandates and may not allow the property owners to comply with their conditions of approval.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charges for First Industrial are as follows:

Property Owner	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
First Industrial		
APN 316-200-003 (and any division thereof)	$205	$494.31
APN 316-200-009 (and any division thereof)	205	492.14
APN 316-200-010 (and any division thereof)	205	516.09
APN 316-200-011 (and any division thereof)	205	489.96
APN 316-200-012 (and any division thereof)	205	2,184.13
APN 316-200-013 (and any division thereof)	205	520.44
APN 316-200-014 (and any division thereof)	205	520.44
APN 316-200-018 (and any division thereof)	205	1040.89
APN 316-200-028 (and any division thereof)	205	435.52
APN 316-200-029 (and any division thereof)	205	1,796.51

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

There is no impact in the General Fund for the ongoing maintenance of the proposed median on Perris Blvd, north of Nandina Ave. The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceeding for First Industrial.

NOTIFICATION

On May 17, 2011, a ballot packet was mailed to the owner of each parcel associated with Tentative Parcel Map 35859. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the June 28, 2011, Public Meeting and July 12, 2011, Public Hearing was published in The Press-Enterprise on June 9, 2011. Additionally, the Public Hearing notification was published on June 23 and again on June 30, 2011.

ATTACHMENT

Attachment 1: First Industrial sample mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114234

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MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

First Industrial
c/o First Industrial Realty Trust
Jeff Evans, Operations Director
898 N. Sepulveda Blvd., Suite 750
El Segundo, CA 90245

May 17, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 are subdivided. If APNs are merged then the annual charges for those APNs shall be combined. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2010/11 for the proposed Perris Blvd. median is $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy

amount will be assessed to APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, July 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the ballots are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if a simple majority of the returned valid weighted ballots approve the annual charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted ballots oppose the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, July 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for ASSESSOR PARCEL NUMBERS (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof), **I approve** the annual CSD Zone M charges for FY 2010/11 for the proposed Perris Blvd. median of $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. Beginning FY 2011/12, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amounts shall be assessed on the Riverside County property tax bills as planning of the Perris Blvd median occurs. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
316-200-003 (and any division thereof)	☐	☐	$494.31
316-200-011 (and any division thereof)	☐	☐	$489.96
316-200-028 (and any division thereof)	☐	☐	$435.52
316-200-029 (and any division thereof)	☐	☐	$1,796.51

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for TPM 35859 is $8,490.43.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for Assessor Parcel Numbers (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-200-003 (and any division thereof)	☐	☐	$205 per parcel
316-200-011 (and any division thereof)	☐	☐	$205 per parcel
316-200-028 (and any division thereof)	☐	☐	$205 per parcel
316-200-029 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

MV00114240

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

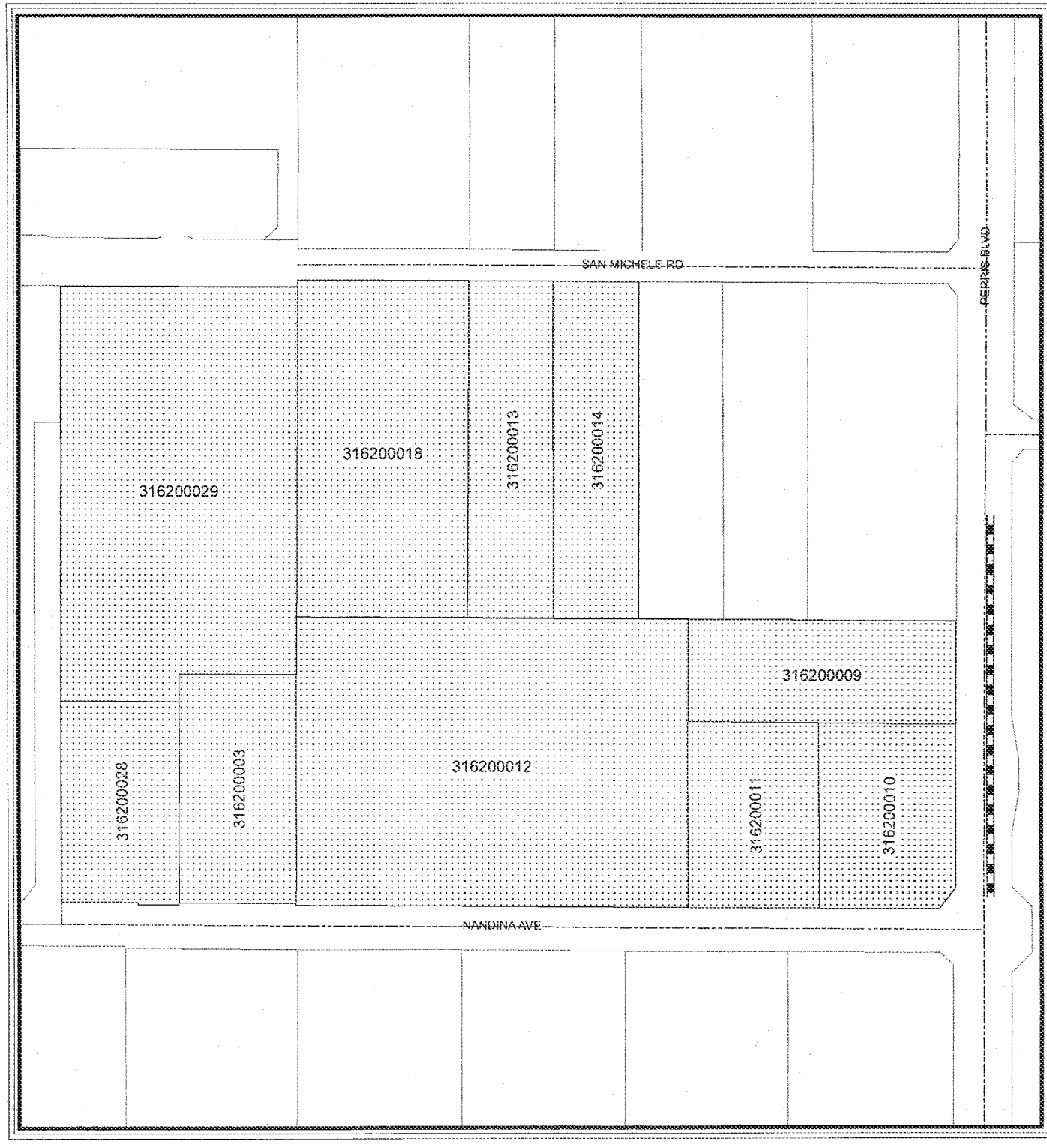

TPM 35859

APN

- 316200003
- 316200009
- 316200010
- 316200011
- 316200012
- 316200013
- 316200014
- 316200018
- 316200028
- 316200029
- Roads
- Parcels
- City Boundary
- Median
- Landscaped Areas

N

Map reflects all changes indicated on Riverside County Assessor Maps as of May 11, 2011.

0 150 300 450 600 Feet

G:\AVP\SDA\TPM 35859 PA07-0165.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

RIDGE PROPERTY TRUST

201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t: (562) 856-3819 | f: (562) 856-3820
www.rptrust.com

June 29, 2011

Mr. John Terell
Planning Official
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Case P08-133, PA08-0098, PA10-0017, PA08-0097, and PA09-0022
Applicant: Ridge Rancho Belago, LLC
Owner: Ridge Rancho Belago, LLC

Dear John,

As you know, on May 12, 2011 the City of Moreno Valley Planning Commission disapproved adoption of Resolution No. 2011-13 recommending to the Moreno Valley City Council the following items:

1. Approval of P08-133 (Approval and Certification of the EIR for the WestRidge Commerce Center project),
2. Approval of PA08-0098 (Zone Change),
3. Approval of PA10-0017 (Municipal Code Amendment),
4. Approval of PA08-0097 (Plot Plan), and
5. Approval of PA09-0022 (Tentative Parcel Map 36207)

On May 18th, Ridge Rancho Belago LLC formally appealed (see the attached letter) the decision of the Moreno Valley Planning Commission to the 5 member Moreno Valley City Council.
Our appeal to the Moreno Valley City Council Members was then scheduled for the July 12, 2011 City Council meeting.
Per this letter, I respectfully request a continuance of our appeal to the City Council meeting scheduled for August 23, 2011.

Thank you for your consideration and please call me if you have any questions.

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

Cc: Jeff Bradshaw, City of Moreno Valley
Gil Saenz, Inland Empire Development Services

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t (562) 856-3819 | f (562) 856-3820
www.rptrust.com

City of Moreno Valley City Council Members
c/o City of Moreno Valley Planning Division
14177 Frederick Street
Moreno Valley, CA 92553

Re: P08-133, PA08-0097, 0098, 0022 and PA08-0017

Dear Council Members Stewart, Batey, Hastings, Molina and Co:

Please accept this letter as our formal appeal of the City of Moreno Valley Planning Commission denial of the proposed Westridge Commerce Center Project (the "Project") at the Planning Commission Meeting held on May 12, 2011. Specifics of the Project are as follows:

Case Description:
Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Pursuant to the denial, there were many questions and discussions centered on the following:
1) Aesthetics (the Architecture of the building).
2) The uncertainty of a known lessee at this time.
3) Traffic
Our position and basis for our appeal relating to the above are:
1) We have constructed buildings in Centerpointe Business Park (across Frederick Street from City Hall) that are similar to what we are proposing at WestRidge Commerce Center and we have received many compliments from past planning commissions and city councils. This issue is totally personal, subjective, and without merit. We worked hard with staff to make this building appealing and to the level of standards Moreno Valley can be very proud of. In fact, the WestRidge Commerce Center architect, HPA, is the same architect for the Skechers building.
2) It is a very rare situation to have a lessee sign a lease for a building without the entitlements in place. The fact that Skechers signed a lease without entitlements is rare. Considering Skechers is a partner in the building with Highland Fairview and the fact there are very few, if any, sites available in the Inland Empire of a size to accommodate the large Skechers building.

3) Intersections and roadway improvements were clearly identified in the traffic analysis as being necessary to maintain or improve operational levels of service for this Project and General Plan. This Project will build all required improvements in the immediate vicinity as well as other off-site infrastructure required by the development. Furthermore, Redlands Blvd is a city designated truck route and the planning commission stated they did not want trucks mixing with automobiles.

Applicant:
Ridge Rancho Belago, LLC

Owner:
Ridge Rancho Belago, LLC

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

RIDGE PROPERTY TRUST

Community & Economic Development Department
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-3206
(951) 413-3210 FAX

PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

- ☐ Administrative Plot Plan
- ☐ Administrative Variance
- ☐ Amended Conditional Use Permit
- ☐ Amended Plot Plan
- ☐ Change of Zone
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Development Code Amendment
- ☐ Extension of Time
- ☐ General Plan Amendment
- ☐ Plot Plan
- ☐ Pre-Application Review
- ☐ Specific Plan
- ☐ Specific Plan Amendment
- ☐ Tentative Parcel Map
- ☐ Tentative Tract Map
- ☐ Variance
- ☒ Other Appeal

APPLICATION INFORMATION

Project/Business Name (if any): West Ridge Commerce Center

Project Description: The project proposes the development of a 937,260 SF warehouse facility on 55 acres. This application is to appeal the Planning Commission denial of the project on May 12, 2011.

Property Address/Location: South of SR60 on the north side of Eucalyptus Ave and approximately 650 feet east of Redlands Blvd

Assessor's Parcel Number(s): 488-330-003 Through -006 and -026

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:

Related Application(s): Specific Plan Name/No. :

CONTACT PERSONS

APPLICANT Name: Ridge Ranch Belago LLC — Telephone: (562) 856-3819

Address: 201 Covina Ave, Suite 8 — Fax No. (562) 856-3820

City: Long Beach — State: CA — Zip: 90803 — E-mail Address: drice@ptrnet.com

Contact Person: Derek Rice

OWNER Name: same as above — Telephone: ( )

Address: — Fax No. ( )

City: — State: — Zip — E-mail Address:

Contact Person:

REPRESENTATIVE Name: Inland Empire Development Services LLC — Telephone: (951) 845-1003 cell 909-226-0420

Address 931 Monarch Court — Fax No. (951) 845-9225

City: Beaumont — State: CA — Zip: 92223 — E-mail Address: gibson@ieds.com

Contact Person:

APPLICATION CONTINUES ON REVERSE

PROJECT INFORMATION

Existing Zoning and General Plan Designations	
Proposed Zoning and General Plan Designations (if applicable)	
Existing Uses and/or Structures on Site	
Surrounding Uses: North	
South	
East	
West	
Lot Size(s) (Sq. Ft.) (Smallest/Largest)	Graded Area (sq. ft.)
Total Building Size (Sq. Ft.)	Impervious area (sq. ft.)
Setbacks: Front	Flood Zone
Side (interior)	
Side (street side)	
Rear	
Maximum Building Height	
Total No. of Parking Stalls:	
Standard	
Handicapped	

N/A

APPLICATION PROCESSING

Each application must be submitted with the required processing fee and all applicable submittal requirements. Additional information or materials may be needed before an application is accepted as complete. An incomplete application may be closed if it remains inactive for 180 days or more.

OWNER'S SIGNATURE

I, Ridge Ranch Belago LLC am the owner of the property described in this application and hereby authorize
Print Name
Dennis S. Rice to act on my behalf on matters pertaining to this application.
Applicant/Representative Name

Dennis S. Rice 5-18-2011
Property Owner's Signature Date

Note: If more than one owner, a separate page must be attached, listing the names and addresses of all persons (if a corporation, list officers and principals) having interest in the property ownership.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all the foregoing information is true and correct, and recognize that any false or misleading information shall be grounds for denial of this application. I also acknowledge that I am aware of and agree to indemnify the City in any legal proceedings pertaining to this request for discretionary land use approval. Section 9.02.310 of the Moreno Valley Municipal Code.

Dennis S. Rice 5-18-2011
Applicant's Signature Date

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RIDGE RANCHO BELAGO, LLC
8430 WEST BRYN MAWR AVE
SUITE 400
CHICAGO, IL 60631
773-695-1250

JP MORGAN CHASE BANK, N.A.
CHICAGO, IL 60605

2-1/710

DATE	CHECK NO.	AMOUNT
May 17, 2011	1194	**********$750.00

Pay:**********Seven hundred fifty dollars and no cents

PAY TO THE ORDER OF
CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈001194⑈ ⑆071000013⑆495693⑈

Item No. E.3

MV00114248

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

1. **ADOPT** City Council Resolution No. 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution.

OR

If the City Council elects to overturn the Planning Commission decision, and approve the project:

1. **ADOPT** City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

2. **INTRODUCE** Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

3. **INTRODUCE** Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

4. **ADOPT** City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

5. **ADOPT** City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, on May 12, 2011, denied the proposed Zone Change required to allow the project. The Planning Commission adopted Resolution No. 2011-13 (Attachment 21) on June 9th documenting the denial by a vote of 3-2 with two commissioners absent or abstaining. Individual Planner Commissioners stated concerns with increased truck traffic on Redlands Boulevard, impacts to aesthetics and views from State Route 60, and the lack of a specified tenant for the project.

Appeal

An appeal of the Planning Commission's denial was submitted on May 19, 2011, by the applicant, Ridge Rancho Belago, LLC. The appeal was received within the required 15 day appeal period. The appeal letter has been included as Attachment 22.

The letter listed the following as the reasons for the appeal:

- The project's architecture is consistent with prior approvals for warehouse buildings of similar size;
- Requiring a project to have a signed lease agreement prior to approval of the land use is not a standard practice.
- Redlands Boulevard is currently identified as a truck route in the City's General Plan. The traffic study identified intersection and roadway segments that required mitigation to meet or improve General Plan levels of service requirements and the project has been conditioned to complete/install infrastructure in the immediate vicinity and off-site to mitigate operational impacts to the City's circulation system.

BACKGROUND

West Ridge Commerce Center

The applicant, Ridge Rancho Belago, LLC, submitted five applications for development of the West Ridge Commerce Center Project (Zone Change, Municipal Code Amendment, Plot Plan, Tentative Parcel Map, and Environmental Impact Report), in order to develop a 937,260 square foot warehouse facility on a 55-acre site located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard is presented as a Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was an issue reviewed for the project. Future Eucalyptus Avenue separates the proposed project from residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site.

In order to provide compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone

of 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

The Municipal Code Amendment would add a standard to the Light Industrial zone to require industrial and warehouse structures greater than 50,000 square feet to be separated from any residential district as determined by an air quality and noise impact analysis. The minimum separation distance would be 250 feet between the residential district and the building, truck court or loading area. Attachment 18 provides the proposed Amendment text. The proposed amendment would be effective City-wide.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility on 55 acres. The warehouse facility is a permitted use in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas on the northern and southern elevations and are screened by perimeter concrete tilt-up walls and slopes with a tree row required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide parking lot and setback landscape to include ground cover, shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will include curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, the Draft EIR was prepared by Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the Draft EIR for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required responsible agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. Two letters were received after the end of the review period.

Final Environmental Impact Report

The Draft EIR and Response to Comments constitute the Final EIR. Responses to the comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Final EIR was mailed to all interested parties and responsible agencies on April 28, 2011, in excess of the minimum notice period of 10 days required by CEQA. As was the case with the Draft EIR, the Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of

potential impacts cannot be reduced to a less than significant level. As identified in the document, these impacts are considered to be significant and unavoidable.

Although certain identified impacts cannot be reduced to less than significant levels, CEQA allows the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs. If the decision making body determines that the benefits of a proposed project outweigh its unavoidable adverse environmental effects, it may adopt a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant and do not require mitigation. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

Typically, the Planning Commission would take public testimony on the EIR and project and forward a recommendation to City Council. However, since the Planning Commission voted 3-2 denying approval of the requested Zone Change, effectively denying the project, no review or recommendation on the EIR was required.

Before the proposed project can be acted upon, the City Council must review the final EIR, receive public testimony and either certify or reject the Final EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

The proposed Municipal Code Amendment is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

DISCUSSION

Planning Commission Public Hearing

Prior to the Planning Commission public hearing on May 12, 2011, staff received three emails from the Sierra Club commenting on the project and the related EIR. An email was also submitted by Paul Claxton, along with letters from the South Coast Air Quality Management Board and Johnson & Sedlack (Attachments 23-28). Copies of the referenced correspondence were provided to the Planning Commission.

A public hearing for the project was conducted on May 12, 2011. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to building architecture, notification efforts by the applicant, and pre-leasing the building prior to approval of the land use.

There were three speakers at this meeting. Concerns raised by the speakers included increased truck traffic on Redlands Boulevard and Ironwood Avenue, too frequent changes to the General Plan Land Use Element, the City's policy for notification of a public hearing, opposition to the Zone Change request, preservation of the rural east end of City, air quality and Commissioner objectivity.

The Planning Commission asked the applicant whether they would agree to change the architecture or guarantee a tenant or buyer. The applicant indicated that securing a tenant or buyer prior to approval of the project was not a possibility. The applicant was not willing to make changes to the architecture and asserted that the proposed architecture meets current City design criteria. Planning staff stated that the proposed architecture is consistent with both the Municipal Code and prior City warehouse approvals.

Following public testimony, the Planning Commissioners discussed the project, and then voted 3-2 to deny the Zone Change, effectively denying the project based on concerns with the project's design and potential impacts. There was no discussion of the Environmental Impact Report and no recommendation action taken on project's environmental documents.

ALTERNATIVES

1. The City Council could deny the project by adopting the denial resolution included as Attachment 2.

2. The City Council could approve the project by adopting the resolutions and ordinances included as Attachments 3 through 7.

3. The City Council could modify the project as presented.

4. The City Council could refer the project back to the Planning Commission with direction.

SUMMARY

This report addresses the appeal of the Planning Commission's May 12, 2011 denial of Zone Change application PA08-0098 to change the zone from Business Park to Light Industrial for a 55 acre site for the West Ridge Commerce Center project. The project also includes applications for Plot Plan PA08-0097 for a 937,260 square foot warehouse facility on 55 acres; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum

separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal. Staff has provided recommended actions that would permit City Council to either uphold the Planning Commission denial or overturn that action and approve the proposed project.

NOTIFICATION

Notice of the appeal of the proposed West Ridge Commerce Center project was provided to all property owners of record within 300' of the properties covered under these applications as well as agencies and interested parties that requested notification of public meetings for this project. The public hearing notice for this project was also posted on the property site and published in the local newspaper.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. City Council Denial Resolution No. 2011-76
3. Environmental Impact Report Resolution No. 2011-77, including Statement of Overriding Considerations and Mitigation Monitoring Program
4. Ordinance No. 829 - Zone Change
5. Ordinance No. 830 - Municipal Code Amendment
6. Resolution No. 2011-78 - Plot Plan PA08-0097
7. Resolution No. 2011-79 - Tentative Tract Map 36207
8 Planning Commission Staff Report excluding exhibits
9. Planning Commission Minutes from May 12, 2011 meeting
10. Environmental Impact Report
11. Site Plan
12. Elevations
13. Color Rendering
14. Cross Sections – Line of Sight
15. Preliminary Landscape Plan
16. Tentative Parcel Map 36207
17. Aerial Photograph
18. Revisions to Municipal Code Chapter 9.05 Industrial Districts
19. Response to SCAQMD comments
20. Response to Tom Hyatt comments
21. Planning Commission Denial Resolution No. 2011-13
22. Appeal letter from Ridge Rancho Belago, LLC dated 05/19/11
23. Sierra Club email dated 05/05/11
24. Sierra Club email dated 05/09/11
25. Sierra Club email dated 05/11/11
26. Johnson & Sedlack comment letter dated 05/12/11
27. South Coast Air Quality Board comment letter dated 05/12/11
28. Email comments from Paul Claxton date 05/11/11

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00114258

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: P08-133 – Environmental Impact Report
PA08-0098 – Zone Change
PA10-0017 – Municipal Code Amendment
PA08-0097 – Plot Plan
PA09-0022 – Tentative Parcel Map No. 36207

APPLICANT: Ridge Rancho Belago, LLO

OWNER: Ridge Rancho Belago, LLC

REPRESENTATIVE: Inland Empire Development Services

LOCATION: South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard

PROPOSAL: A public hearing regarding an appeal of the Planning Commission's May 12, 2011 denial of a Zone Change (PA08-0098) from Business Park (BP) to Light Industrial (LI) for a 55 acre site for the West Ridge Commerce Center project. The project also includes a Plot Plan (PA08-0097) for a 937,260 square foot warehouse facility; Tentative Parcel Map No. 36207 (PA09-0022) to create a single parcel; and a Municipal Code Amendment to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the project.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 3

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

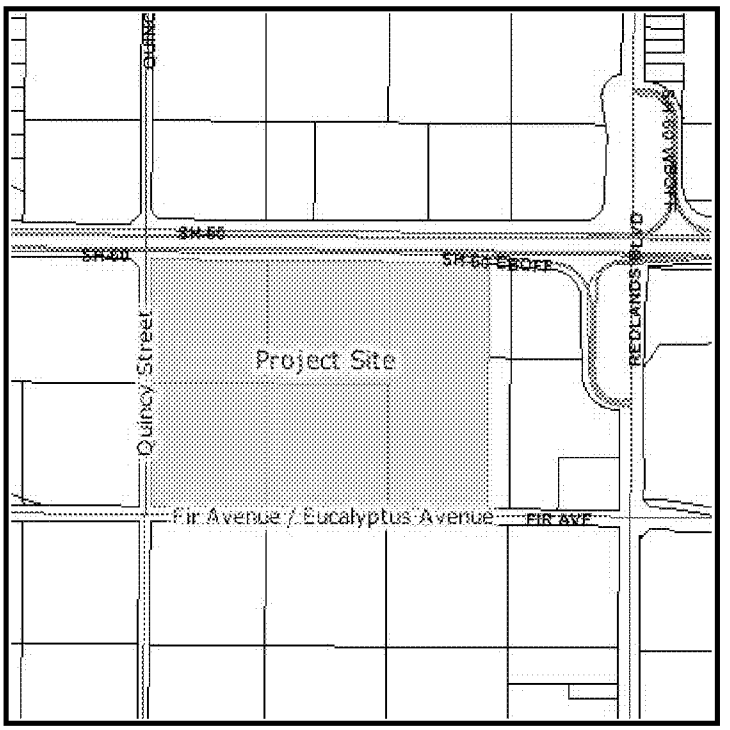

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: July 12, 2011 at 6:30 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

ATTACHMENT 1

Item No. E.3

MV00114259

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MV00114260

RESOLUTION NO. 2011-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING A CHANGE OF ZONE (PA08-0098) FROM BP (BUSINESS PARK) TO LI (LIGHT INDUSTRIAL) FOR AN APPROXIMATE 55 ACRE SITE, LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of a change of zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an approximately 55 acre site located on the south side of State Route 60, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the Zone Change application.

WHEREAS, on June 9, 2011, the Planning Commission adopted a resolution by a vote of 3 to 2 to deny the proposed Change in Zone.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider an appeal of the Planning Commission's denial of the Zone Change application.

WHEREAS, the project also includes applications for an Environmental Impact Report (EIR) (P08-133), a Municipal Code Amendment (PA10-0017), a Plot Plan (PA08-0097) and Tentative Parcel Map No. 36207 (PA09-0022). Since the City Council voted to deny the Change of Zone, no action on the related project applications is required, since the applications are moot.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. The Moreno Valley General Plan designates State Route 60 (SR-60) as a local scenic road (Policy 7.7.3). In addition, Figure 5.11-1, "Major Scenic Resources," illustrates that the Project site is located within a view corridor.

The proposed Change of Zone may not be consistent with the General Plan's policy regarding protection of scenic resources. The proposed project includes a 937,260 square foot warehouse industrial building which exceeds the maximum building area of 50,000 square feet permitted by the current zoning designation of Business Park. Adequately designing a building elevation(s) that is visible along a scenic corridor might prove difficult due to the scale and massing of a single large warehouse building. A business park comprised of smaller buildings (50,000 square feet or less) might afford opportunities for view corridors between the structures.

2. The proposed warehouse industrial buildings would increase the amount of heavy truck traffic on adjacent Redlands Boulevard leading from the project to Highway 60. Potential conflicts may be created with the mixing of heavy trucks and residential and business park traffic. The increase in heavy truck traffic would be incompatible with the lower intensity business park uses and residential uses identified on the General Plan Land Use Element for this area. The proposed warehouse industrial building would be better suited to areas in the City that provide better access to the freeway system through upgraded roadways and freeway interchanges.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, DENYING a Change of Zone (PA08-0098) for an approximate 55 acre site from BP (Business Park) to LI (Light Industrial).

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00114264

RESOLUTION NO. 2011-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P08-133), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE WEST RIDGE COMMERCE CENTER PROJECT, GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF FIR AVENUE/FUTURE ECUALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD.

WHEREAS, on July 12, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes a Plot Plan for a 937,260 square foot distribution warehouse facility on 55 acres. The warehouse building includes 173 dock doors and provides parking for 307 employees/visitors and 175 trailer parking spaces within the enclosed truck court. The project site is currently zoned Business Park which limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial is required to allow the larger building proposed by the project. Tentative Parcel Map No. 36207 proposes to combine the multiple parcels of the project site into a single parcel This project also requires approval of a Municipal Code amendment to Chapter 9.05 Industrial Districts to require a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. The proposed amendment will be effective citywide;

WHEREAS, the project includes applications for a Change of Zone (PA08-0098), Municipal Code Amendment (PA10-0017), a plot plan (PA08-0097) and a tentative parcel map (PA09-0022). All the applications are related but shall not be approved unless the Environmental Impact Report (P08-133) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on October 22, 2010, while the review period ended on December 6, 2010. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on April 28, 2011, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

ATTACHMENT 3

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider a Final EIR for this project.

WHEREAS on July 12, 2011, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed West Ridge Commerce Center Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, the final EIR includes a review of potential impacts associated with the implementation of the West Ridge Commerce Center Project, including, but not limited to aesthetics, air quality, biological resources, cultural resources, hydrology and water quality, land use, noise, transportation/traffic, and utilities/service systems;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the West Ridge Commerce Center Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the West Ridge Commerce Center Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed West Ridge Commerce Center Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects and the Approval of the Westridge Commerce Center Project (State Clearinghouse No. 2009101008)

I. INTRODUCTION

The City Council of Moreno Valley (this "Council"), in certifying the EIR for the Westridge Commerce Center Project and approving Tentative Parcel Map 36207 and a Plot Plan authorizing the construction of up to 937,260 square feet of light industrial/distribution warehouse uses (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented at the end of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring and Reporting Program ("MMRP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record before this Council, including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience. The omission of some detail or aspect of the EIR does not mean that it has been rejected by this Council.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the City of Moreno Valley. The Project site consists of approximately 54.66 acres of vacant and undeveloped land, located southeasterly of the SR-60 interchange with Redlands Boulevard. Specifically, the Project is bounded by SR-60 to the North, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the

EXHIBIT A

west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east.

Properties to the west of the Westridge Commerce Center Project site, across the Quincy Channel, are currently in agricultural production; however, a development proposal has been submitted to the City for this adjacent site, involving six (6) distribution warehouse facilities totaling approximately 2.25 million square feet on 117 acres, and an EIR is currently being prepared for this project. To the south, across the Fir (future Eucalyptus) Avenue alignment, properties are currently vacant with the exception of one residence located near the southeasterly corner of the Project site. No active development proposals exist for southerly adjacent properties, which have a General Plan Land Use designation of "R2," allowing two dwelling units (DU) per acre. Properties immediately to the east of the Project site are designated for commercial use, though no development proposal is currently on file. Further to the east, across Redlands Boulevard, the Highland Fairview Corporate Park project is currently under construction. At buildout, this Project would involve approximately 2.6 million square feet of warehouse distribution uses and 200,000 square feet of commercial uses on approximately 158 acres located south of SR-60, between Redlands Boulevard and Theodore Street.

2. <u>Project Description</u>

The Project consists of construction and operation of an approximately 937,260 square foot light industrial/distribution warehouse facility, with onsite parking, circulation, and all required infrastructure. The Project site is currently designated for Business Park/Light Industrial uses in the City's General Plan, and its zoning designation is Business Park. The development of the Project requires a change of zone, from Business Park to Light Industrial zoning, to allow for the proposed light industrial/distribution warehouse uses configured in a single structure greater than 50,000 square feet. A Municipal Code text amendment to Section 9.05.020 B is also required by the Project, to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- A zone change from Business Park to Light Industrial;
- Amendment to Municipal Code Section 9.05.020 B [Light Industrial Districts];
- Tentative Parcel Map approval (PM 36207);
- Development Plan Review and Plot Plan approval for the entire Project;
- Construction, grading, and encroachment permit approvals;
- Vacation and/or dedication of public rights-of-way and easements;
- Approval of the Final Water Quality Management Plan (WQMP); and
- Any other City of Moreno Valley approvals that may be necessary pursuant to applicable laws and regulations.

B. PROJECT OBJECTIVES

The Project Objectives include the following:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On October 1, 2009 the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.
- On October 28, 2009, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP public review period ran for 30 days, from October 1 to October 30, 2009. Written comments on the NOP were received from 26 different agencies, organizations, and individuals. The scope of the issues identified in the comments expressing concern included potential impacts associated with: aesthetics; agricultural resources; air quality; biological resources; geology and soils (seismic risk); hazardous materials; hydrology/water quality; land use; noise; solid waste generation; traffic and circulation; water supply; alternatives selection; cumulative impacts; growth inducement; and the use of green building standards and solar energy.
- Based on the Initial Study, included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information and analysis to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Agricultural Resources; (2) Geology and Soils; (3) Hazards/Hazardous Materials; (4) Mineral Resources; (5) Population/Housing; (6) Public Services; (7) Recreation; and, (8) Utilities and Service Systems.

- On October 21, 2010, the NOA/NOC was filed with the Riverside County Recorder and the State Clearinghouse and the DEIR was circulated for the 45 day public review, which ended December 6, 2010.
- The City received a total of six (6) comment letters from public agencies; five (5) from local business or community organizations; and thirteen (13) from individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.
- On December 2, 2010, the City held a publicly noticed meeting to provide additional information about the Project and the EIR.
- On April 29, 2011 in accordance with *Public Resources Code* Section 21092.5, the City provided written proposed responses to public agencies that commented on the DEIR.
- On May 12, 2011, the City Planning Commission conducted a public hearing to consider the Project. After public testimony presented at the hearing, the Planning Commission denied the requested Zone Change for the Project, effectively denying the Project.
- On May 19, 2011, an appeal letter and application were submitted to the City by the applicant, Ridge Rancho Belago, LLC, appealing the Planning Commission's denial of the Project to the City Council.
- On June 30, 2011, Notice of the City Council hearing to consider the Project was provided in the following newspaper(s) of general and/or regional circulation: Press Enterprise.
- On July 12, 2011, this Council approved a continuance to August 23, 2011.
- On August 23, 2011, this Council held a public hearing to consider the Project and staff recommendations. The City, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of Overriding

Considerations, and the further recommendations in the Staff Report, and approved the Project, including the requested change of zone, Municipal Code Amendment, and PM 36207 (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of Applied Planning, Inc. ("Applied Planning") to prepare the EIR for the Project. Applied Planning has prepared the EIR under the supervision, direction and review of the City with the assistance of an independent peer review (Willdan Associates). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA CPRC Section 21067 as amended. The City Council has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *Public Resources Code* Section 21082.1(c)(3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose.

Finding: Unless specifically stated to the contrary in these findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures

recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these facts, findings and statement of overriding considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 and 5.0 of the DEIR and Section 4.0 of the FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Chapter 3.0 of the FEIR.

The EIR evaluated nine major environmental categories for potential impacts including Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hydrology and Water Quality, Land Use, Noise, Traffic and Circulation and Water Supply. Both Project-specific and cumulative impacts were evaluated. Of these nine major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub issues discussed in Sections V.A and V. B below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

1. **Land Use**

a. **General Plan Consistency**

Potential Significant Impact: Whether the Project is consistent with applicable provisions of the City's General Plan.

Findings: Potential impacts of the Project related to consistency with the General Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to General Plan consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's General Plan Land Use designation is "Business Park/Light Industrial." The warehouse and distribution uses proposed by the Project are permitted or conditionally permitted by, and therefore are considered to be consistent with, applicable General Plan Land Use Plans and Policies. (DEIR, pg. 4.1-17) Accordingly, impacts associated with General Plan consistency would be less-than-significant and no mitigation is required.

b. **Zoning Consistency**

Potential Significant Impact: Whether the Project would conflict with the applicable zoning.

Findings: Potential impacts of the Project related to consistency with zoning are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to zoning consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's existing zoning designation of Business Park (BP) does not allow for development of distribution warehouse uses within single structures of more than 50,000 square feet, as proposed by the Project. As such, a zone change from BP to Light Industrial (LI) is requested in order to accommodate the Project. The proposed LI zoning designation is consistent with the site's underlying General Plan Land Use designation of Business Park/Light Industrial. In order to ensure compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses, a Municipal Code Amendment is also proposed that would require a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as

required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. (DEIR, pgs. 4.1-20 to 4.1-24) Accordingly, with approval of the Project's requested zone change and Municipal Code Amendment, impacts associated with zoning consistency would be less-than-significant and no mitigation is required.

c. Consistency with SCAG Plans and Policies

Potential Significant Impact: Whether the Project would conflict with any applicable Southern California Association of Governments (SCAG) plan or policy.

Findings: Potential impacts of the Project related to consistency with the applicable SCAG plans and policies are discussed in detail in Section 4.1 of the Draft EIR. Based on the entire record before us, this Council finds that no significant impacts related to inconsistency with SCAG's regional plans or policies areas will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a SCAG member agency, and is subject to applicable Policies of SCAG's regional plans. The DEIR assessed the Project and found it to be consistent with applicable SCAG Policies on Growth Management, Air Quality, Open Space and Conservation, and Water Quality, Regional Transportation. The Project was also found to be consistent with SCAG's Regional Transportation Plan and Compass Growth Visioning Principles. (DEIR, pgs. 4.1-24 to 4.1-30) Accordingly, any impact associated with SCAG plan or policy consistency would be less-than-significant and no mitigation is required.

d. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with applicable Habitat Conservation Plans or other natural community conservation plans.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and the Stephens' Kangaroo Rat Habitat Conservation Plan. The Project complies with all applicable provisions of the MSHCP. The Project site is not within an MSHCP Criteria Cell, nor is the site within 1,000 feet of an identified Criteria Cell. No MSHCP conservation areas or habitat linkages occur onsite. (DEIR, pg. 4.1-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required.

Prior to the implementation of the MSHCP, Riverside County adopted a separate HCP for the Stephens' kangaroo rat (SKR, Dipodomys stephensi), which are federally listed as endangered and state listed as threatened. As with the MSHCP, participants of the SKR HCP can incorporate projects into the incidental "take" permit for SKR if the project complies with the requirements of the SKR HCP implementing agreement. Payment of the mitigation fees and compliance with the SKR HCP requirements provides full mitigation under CEQA for impacts to SKR. (DEIR, pg. 4.8-14)

e. Potential to Divide an Established Community

Potential Significant Impact: Whether the Project would physically divide an established community.

Findings: Potential impacts of the Project related to the potential division of an established community are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the physical division of an established community will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is located within, and continues the business park/light industrial land uses that exist or are proposed along the City's southerly SR-60 frontage, consistent with land use and development patterns reflected in the Moreno Valley General Plan Land Use Map. Adjacent parcels to the east and south are currently vacant, with the exception of a single family residence to the south of Fir (future Eucalyptus) Avenue near the Project site's southeasterly corner. Parcels adjacent to this residence are designated for Rural Residential (RA-2) uses. However, with the exception of the single existing residence south of Fir (future Eucalyptus) Avenue, this adjacent, residentially designated area is not yet

developed, and as such, does not constitute an "established community." Implementation of the Project will realize light industrial/warehouse distribution uses that are compatible with, and similar to, anticipated development to the east and west of the Project as part of the approved Highland Fairview Corporate Park project, and the proposed ProLogis project. (DEIR, pgs. 4.1-32 to 4.1-33) Accordingly, any impacts related to the division of an established community would be less-than-significant and no mitigation is required.

f. Cumulative Impacts Related to Land Use

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to land use.

Findings: Potential cumulative impacts of the Project related to land use are discussed in detail in Section 5.1.1.1 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to land use will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. While it is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area, the proposed land use is consistent with the City's General Plan Land Use Element. The Project is also consistent with SCAG's regional plans and policies and the Western Riverside County MSHCP. With approval of the requested zone change (from Business Park to Light Industrial) and Municipal Code Amendment, in addition to approval of the discretionary actions identified in Section II (A)(3) of these Findings, the Project's contributions to potential cumulative land use impacts related to General Plan, Zoning, and Regional Plan consistency are less-than-significant. There are no known or probable off-site development proposals that would not, or could not, comply with applicable General Plan provisions; or that would otherwise adversely compound land use approvals requested by the Project, and so be determined to be cumulatively significant. It is assumed that other development projects within the cumulative impact area will also request appropriate discretionary land use approval where necessary, thereby reducing potential cumulative impacts. (DEIR, pgs. 5-5 to 5-7) Accordingly, any impacts to land use would not be cumulatively considerable and no mitigation is required.

2. Traffic and Circulation

a. Increase in Roadway Hazards

Potential Significant Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Findings: Potential impacts of the Project related to increased roadway hazards are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: To ensure appropriate design and implementation of all Project access improvements, the final design of the Project site plan, to include locations and design of proposed driveways, shall be reviewed and approved by the City Traffic Engineer. Efficient and safe operations of the Project are provided by on-site and localized circulation and intersection improvements included as components of the Project. The safety of bicyclists and pedestrians shall be taken into consideration during the final design of future intersections within the vicinity of the Project. Additionally, sight distance at each Project access point shall be reviewed with respect to standard Caltrans/City of Moreno Valley sight distance standards at the time of preparation of final grading, landscape and street improvement plans. Temporary and short-term traffic detours and traffic disruption that may result during Project construction is adequately addressed through the submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours. Implementation of the approved construction area traffic management plan and resulting construction traffic control measures reduces potential circulation system impacts during construction to levels that are less-than-significant. (DEIR, pgs. 4.2-84 to 4.2-85) Therefore, no mitigation is required.

b. Emergency Access

Potential Significant Impact: Whether the Project would result in inadequate emergency access or access to nearby uses.

Findings: Potential impacts of the Project related to emergency access are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the construction area traffic management plan/construction traffic control measures will assure adequate emergency access during the construction of the Project. Adequate emergency access will be provided upon completion of the Project improvements and mitigation measures. Prior to buildout of the local roadway system, which will ultimately include a bridge over the Quincy Channel, analysis included in the DEIR indicates that emergency vehicles serving the Project vicinity will be able to meet or exceed Moreno Valley Fire Protection Agency objectives for a five-minute response time using any of three alternate routes. Additionally, buildout of the local roadway system will improve overall emergency response to the area. (DEIR, pgs. 4.2-86 to 4.2-88) Accordingly, any impacts related to emergency access would be less-than-significant and no mitigation is required.

c. Alternative Transportation

Potential Significant Impact: Whether the Project would conflict with adopted policies supporting alternative transportation.

Findings: Potential impacts of the Project related to alternative transportation are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to alternative transportation will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Riverside Transit Agency (RTA) currently provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. City staff has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project. However, the Project does not propose elements or aspects that would interfere or conflict with

the future provision of transit services. The Project will provide pedestrian and bikeway facilities consistent with City Municipal Code requirements to be identified in the Project Conditions of Approval, thereby reducing potential impacts below significance thresholds. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pg. 4.2-89) Therefore, no mitigation is required.

d. Air Traffic Patterns

Potential Significant Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an Airport Area of Influence or Airport Land Use Plan (ALUP). The March Inland Port/March Air Reserve Base is the airport located nearest the Project site, approximately five miles to the southwest. The Project does not propose elements that would affect, or be affected by, air traffic facilities. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pgs. 4.2-89 to 4.2-90) Therefore, no mitigation is required.

3. <u>Air Quality</u>

a. Air Quality Management Plan Consistency

Potential Significant Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to the applicable air quality plan are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The

Project is consistent with AQMP Consistency Criterion No. 1 because it will not cause a potential increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP. (DEIR, pgs. 4.3-51 to 4.3-52) The Project will not exceed the California Ambient Air Quality Standards ("CAAQS") for localized criteria pollutants during construction operations. While operational emissions will be generated in excess of SCAQMD's regional threshold criteria, these emissions are already accounted for in the AQMP since the Project is consistent with the land uses and development intensities reflected in the City General Plan and incorporated in the adopted AQMP. Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and incorporated in the adopted AQMP. Because the Project is consistent with the General Plan Land Use designation of Business Park/Light Industrial, it does not exceed growth projections contained in the City's General Plan, and is consistent with growth assumptions in the AQMP. (DEIR, pgs. 4.3-52 to 4.3-53) Accordingly, impacts related to consistency with the applicable air quality plan will be less-than-significant and no mitigation is required.

b. Objectionable Odors

Potential Significant Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose land uses typically associated with emitting objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon

completion of the respective phase of construction and is thus considered less-than-significant. Project-related operational odor sources such as vehicle exhaust and routine painting/ maintenance activities are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects. (DEIR, pg. 4.3-88) Accordingly, impacts related to objectionable odors will be less-than-significant and no mitigation is required.

c. Greenhouse Gas Emissions

2. Potential Significant Impact: Whether the Project would directly or indirectly generate greenhouse gas emissions that may have a significant impact on the environment.

3. Findings: Potential impacts of the Project related to greenhouse gas emissions are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to the direct or indirect creation of greenhouse gas emissions and, therefore, no mitigation is required. Nonetheless, in order to reduce Project-related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, the following Mitigation Measures 4.3.11 through 4.3.13 will be implemented through the MMRP.

4.3.11 *Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.*

- *Increase in insulation such that heat transfer and thermal bridging is minimized;*
- *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*
- *Incorporate dual-paned or other energy efficient windows;*

- *Incorporate energy efficient space heating and cooling equipment;*
- *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;*
- *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.*
- *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.*
- *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*

4.3.12 *The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.*

4.3.13 *GHG emissions reductions measures shall also include the following:*

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan*

approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;

- *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.*
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*
- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*
    - *Implementation of compressed workweek schedules;*
    - *SmartWay partnership;*

- *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*
- *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*
- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks; and*
- *Use of SmartWay 1.25 rated trucks.*

Facts in Support of the Findings: As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the DEIR's analysis demonstrates that the Project will not exceed the proposed quantitative thresholds of CARB or the SCAQMD. Accordingly, Project greenhouse gas emissions impacts are considered less-than-significant. (DEIR, pgs. 4.3-88 to 4.3-94)

a. Greenhouse Gas Emission Reduction Plan Consistency

Potential Significant Impact: Whether the Project would conflict with any applicable plan, policy or regulation adopted for the purposes of reducing the emissions of greenhouse gases.

Findings: Potential impacts of the Project related to consistency with greenhouse gas emission reduction plans are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable greenhouse gas emissions reduction plans and, therefore, no mitigation is required.

Facts in Support of the Findings: In the absence of approved guidelines or thresholds, the Project's consistency with the State's goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change Scoping Plan. As documented in the DEIR, the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. Additionally, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures. (DEIR, pgs. 4.3-94 to 4.3-110) Accordingly, impacts related to consistency with applicable greenhouse gas emissions reduction plans will be less-than-significant and no mitigation is required.

4. Noise

a. Ground-Borne Vibration/Ground-Bourne Noise

Potential Significant Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to ground-borne vibration and groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. (DEIR, pg. 4.4-28) Although

heavy equipment employed during Project construction could potentially generate groundborne vibration resulting in annoyance at area residential land uses, the only sensitive receptor close enough to the Project site to experience disturbance is the single residence located at 28855 Fir Avenue. Vibration-producing activities at this location are unlikely to be sustained during the entire construction period, but will occur rather only during the times that heavy construction equipment in the vicinity of this residence at the Project site perimeter. (DEIR, pgs. 4.4-27 to 4.4-28) Accordingly, potential groundborne vibration impacts due to Project construction or operations are less-than-significant and no mitigation is required.

b. Aircraft Noise

Potential Significant Impact: Whether the Project would result in significant impacts related to aircraft noise.

Findings: Potential impacts of the Project related to aircraft noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to aircraft noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an airport land use plan or within two miles of a public airport, public use airport, or private airstrip. While occasional aircraft overflight noise from regional air facilities is expected to occur, the Project would not expose people residing or working in the Project area to excessive noise levels from aircraft operations. (DEIR, pg. 4.4-28) Accordingly, impacts related to aircraft noise will be less-than-significant and no mitigation is required.

5. Water Supply

a. Effect on Groundwater Supplies

Potential Significant Impact: Whether the Project would substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

Findings: Potential impacts of the Project in regard to groundwater supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose nor require direct ground water withdrawals. Water to be provided to the Project will be supplied from imported water through MWD, with no impact to groundwater supplies. As such, the Project would not substantially deplete groundwater supplies. Nor will the Project substantially interfere with groundwater recharge capabilities. No designated groundwater recharge facilities exist within or proximate to the Project site, nor does the Project propose elements or operations that would directly or indirectly affect any designated groundwater recharge facilities. The Project will establish open space areas and landscaping allowing for potential capture, retention and infiltration of storm waters to the groundwater table. Accordingly, Project-related impacts relative to groundwater supply and recharge are less-than-significant. (DEIR, pgs. 4.5-26 to 4.5-27) Therefore, no mitigation is required.

b. Require New Water Supplies

Potential Significant Impact: Whether the Project would require new or expanded water supplies.

Findings: Potential impacts of the Project in regard to water supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required. Nonetheless, in order to further reduce the Project's overall water use, ensure ongoing availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project Water Supply Assessment (WSA), the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measure 4.5.1 through 4.5.4. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.

4.5.1 *Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.*

4.5.2 *The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.*

4.5.3 *The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.*

4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.*

Facts in Support of the Findings: As required under SB 610/221, a WSA has been prepared for the Project. The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, Eastern has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. With the implementation of these conditions, incorporated in the DEIR as Mitigation Measures 4.5.1 through 4.5.4, Project-related impacts relative to water supply are less-than-significant. (DEIR, pgs. 4.5-27 to 4.5-29)

c. Cumulative Impacts Related to Water Supply

Potential Significant Impact: Whether the Project would result in cumulatively considerable impacts related to water supply.

Findings: Potential cumulative impacts of the Project related to water supply are discussed in detail in Section 5.1.1.5 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to water supply will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential cumulative or areawide impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. It is assumed that other development projects within the cumulative impact area will also be realized consistent with development anticipated by the adopted Urban Water Management Plan (UWMP), and, like the Project, be required to pay connection and use fees providing for improvement and maintenance of serving water systems, thereby reducing potential cumulative impacts. Based on the preceding discussion, the Project's potential contribution to cumulative impacts in regard to water supply is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-17) Therefore, no mitigation is required.

6. Hydrology and Water Quality

a. Violate Water Quality Standards

Potential Significant Impact: Whether the Project would violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality.

Findings: Potential impacts of the Project related to water quality are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any exceedance of water quality or waste discharge standards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential erosion and siltation impacts related to Project construction will be addressed through the preparation and implementation of a City-approved Storm Water Pollution Prevention Plan (SWPPP), which is required to identify sources of sediments and other pollutants that could affect the quality of storm water discharge, and associated Best Management Practices (BMPs) such as the installation of filter fabric fences, sandbars, and checkdams to reduce pollutants within storm water discharge consistent with City,

County, and Regional Water Quality Control Board (RWQCB) performance standards. To prevent or reduce the effects of urban runoff that could result from long-term Project operations, a Project-specific Water Quality Management Plan (WQMP) will be implemented consistent with the requirements of Riverside County's National Pollutant Discharge Elimination System (NPDES) permit. The Project WQMP will incorporate selected BMPs approved by the City, the Riverside County Flood Control and Water Conservation District, and the Santa Ana RWQCB to establish a program and means to prevent or minimize potential storm water pollutant discharges over the life of the Project. As such, the potential for the Project to violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality is determined to be less-than-significant. (DEIR, pgs. 4.6-16 to 4.6-22) Accordingly, no mitigation is required.

b. Flooding on- or off-site

Potential Significant Impact: Whether the Project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems; or provide substantial additional sources of polluted runoff.

Findings: Potential impacts of the Project relating flooding and stormwater management are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flooding or excess runoff will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project's drainage facilities will maintain existing drainage patterns (trending from northwest to southeast) will be maintained, and no stormwater runoff from the Project site will be directed to the Quincy Channel. Project storm water management improvements will be implemented to accommodate existing off-site flows in combination with increased onsite storm water discharge rates/volumes, and to address Project-related urban storm water pollutants. These include construction of a concrete cut-off wall protection barrier along the westerly edge of the Project area, to be located and designed so as not to impact any Delineated Jurisdictional Areas along the eastern bank of Quincy Channel,

and to help prevent any further erosion caused by migrating flows from the Quincy culvert crossing the SR-60 freeway. Along the south side of the Project, within the Fir (future Eucalyptus) Avenue right-of-way, drainage facilities will be installed consistent with Riverside County's Moreno Area Drainage Plan (ADP) line D-3. Along the east side of the property, the existing 60-inch culvert will remain in place to convey the runoff from north of the freeway to the existing drainage ditch on the west side of Redlands Boulevard. (DEIR, pgs. 4.6-23 to 4.6-25)

On-site, a series of underground pipes has been designed to collect the runoff from around the proposed facility. The underground pipes will be routed to the proposed bio-retention basins and detention basin at the south side of the facility. These basins would reduce storm water discharge from the site to levels equivalent to pre-development conditions, thereby precluding incremental impacts to receiving storm drain facilities. The on-site detention basin system will be designed to detain the differential runoff created due to the development of the site for the 2, 5, 10 and 100 year; 1, 3, 6 and 24 hour storm events. The detention basins will be equipped with an overflow structure that will release runoff into the public storm drain facility (Line D-3) and will ultimately drain to the drainage ditch along the west side of Redlands Boulevard.

Prior to issuance of grading permits, detailed final grading and drainage plans will be reviewed and approved by the City, in compliance with City, County, and SARWQCB requirements. Implementation of approved Project drainage improvements ensures that the Project would appropriately convey storm water runoff without adversely affecting upstream or downstream drainage characteristics. Further, pursuant to the Project SWPPP and WQMP (which, as discussed previously, are designed to minimize potential hydrologic and water quality impacts), Project-generated storm water runoff would not constitute a substantial pollutant source. (DEIR, pgs. 4.6-24 to 4.6-25) Accordingly, the Project would not substantially alter existing drainage patterns and has been developed in a manner that will assure that future runoff does not create any flooding issues, or otherwise exceed the capacity of stormwater drainage systems. Accordingly, any impacts related to flooding and stormwater management would be less-than-significant and no mitigation is required.

c. Place Structures or Housing within a 100-Year Floodplain

Potential Significant Impact: Whether the Project would place housing or structures that would impede or redirect flood flows within a 100-year flood hazard area.

Findings: Potential impacts of the Project related to hydrology and flooding are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the placement of structures or housing within a 100-year floodplain will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a 100-year flood hazard area, nor is the Project site located within a Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 100-year floodplain. Further, the Project does not propose the construction of housing. Implementation of new drainage facilities will ensure adequate flood carrying capacity for storm drainage generated on-site, as well as existing runoff entering the Project site from adjacent properties. As such, the potential for the Project to place housing or structures within a 100-year flood hazard area which would impede or redirect flood flows is less-than-significant. (DEIR, pg. 4.6-27) Accordingly, no mitigation is required.

d. Other Flood Hazards

Potential Significant Impact: Whether the Project would expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or inundation by seiche, tsunami, or mudflow.

Findings: Potential impacts of the Project related to flood hazards discussed in detail in Section II-E of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flood hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a dam inundation area, nor does the Project site lie within a General Plan-designated 100-year flood hazard area or FIRM 100-year floodplain area. Notwithstanding, in order to preclude potential flood damage, the Project will be designed to provide protection of the proposed buildings and Project employees for the 100-year flood event by ensuring that the finished floor is set a minimum of one foot above the 100-year on-site flood elevation. Further, the proposed Project site is not

located within the vicinity of a hazardous coastal area, large water body, or unstable hills or slope. As such, the Project would not expose people to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam; or by inundation from a seiche, tsunami, or mudflow. (DEIR, pg. 4.6-28) Accordingly, no mitigation is required.

e. Cumulative Impacts Related to Hydrology and Water Quality

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts related to hydrology and water quality.

Findings: Potential cumulative impacts of the Project related to hydrology and water quality are discussed in detail in Section 5.1.1.6 of the DEIR. Based on the entire record before us, this Council finds that no significant cumulative impacts related to hydrology and water quality will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area within the jurisdiction of the Santa Ana RWQCB. In accordance with NPDES requirements, the Project proponent will be required to prepare a construction activities erosion control plan to alleviate potential sedimentation and construction storm water discharge contamination impacts of the Project. The Project incorporates storm water management components, including drainage facilities and BMPs, which collectively act to ensure that post-development storm water discharge rates and volumes do not exceed pre-development conditions. Moreover, the Project's proposed storm water management systems will be designed, constructed and maintained so as to ensure compliance with City, RCFCWQCD, and RWQCB storm water quality requirements. In these regards, prior to issuance of building permits, all proposed storm water management components are subject to review and approval by the City, RCFCWQCD, and RWQCB. Ancillary facilities will also be subject to reviewed and approved by Caltrans. Storm water management components to be implemented by the Project, in combination with mandated compliance with State, RWQCB, and City storm water management requirements ensures that adequate storm water conveyance and treatment facilities will be provided to support development and operations of the Project. (DEIR, pgs. 5-18 to 5-19) Accordingly, the Project's potential contribution to cumulative

hydrology and water quality impacts would not be considerable, and the cumulative effects of the Project are less-than-significant.

7. Cultural Resources

a. Disturbance of Human Remains

Potential Significant Impact: Whether the Project would disturb any human remains, including those interred outside of formal cemeteries.

Findings: Potential impacts of the Project related to the potential disturbance of human remains are discussed in detail in Section 4.7 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the disturbance of human remains will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The likelihood of encountering human remains in the course of Project development is remote; however, as required by California Health and Safety Code Section 7050.5, should human remains be found, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are found to be prehistoric, the coroner would coordinate with the California Native American Heritage Commission as required by State law. Based on compliance with these existing regulations, the Project's potential to adversely disturb human remains is considered unlikely. (DEIR, pg. 4.7-14) Accordingly, any impacts associated with the disturbance of human remains would be less-than-significant and no mitigation is required.

b. Cumulative Impacts Related to Cultural Resources

Potential Significant Impact: Whether the Project would result in cumulative considerable impacts to cultural resources.

Findings: Potential cumulative impacts of the Project on cultural resources are discussed in detail in Section 5.1.1.7 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to cultural resources will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for prehistoric, archaeological, and historic resources generally includes the Perris Plain/Perris Valley area (including the Cities

of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within this area would be site-specific. In the event that potentially significant resources are encountered at any development sites within the cumulative impact area, specific mitigation measures would be applied before construction activities could proceed. There are no known or probable potentially significant off-site development proposals that would interact with, or compound Project-related cultural resources impacts, that could be determined to be cumulatively significant. To the extent that each development proposal within the cumulative impact area provides appropriate mitigation during landform modification activities, cumulative impacts to cultural resources are reduced below significance thresholds. Based on the preceding, the Project's potential contribution to cumulative cultural resources impacts is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-19) Therefore, no mitigation is required.

8. Biological Resources

a. Federally Protected Wetlands

Potential Significant Impact: Whether the Project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act.

Findings: Potential impacts of the Project related to federally protected wetlands are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to federally protected wetlands and, therefore, no mitigation is required.

Facts in Support of the Findings: No federally protected wetlands, as defined by Section 404 of the Clean Water Act, exist in the Project area. The Quincy Channel, an ephemeral drainage that runs along the western edge of the Project site, and an existing off-site drainage channel on the west side of Redlands Boulevard contain Army Corps of Engineers (Corps) and California Department of Fish and Game (CDFG) jurisdictional areas, but these channels do not contain federally protected wetlands, as defined by Section 404 of the Clean Water Act. Nor does the Project propose uses or facilities that would otherwise substantively and adversely affect Section 404 federally protected wetlands. Accordingly, potential impacts would be less-than-significant. (DEIR, pg. 4.8-29) Therefore, no mitigation is required.

b. Wildlife Movement, Migration, and Nursery Sites

Potential Significant Impact: Whether the Project would interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Findings: Potential impacts of the Project related to wildlife movement, migration, and nursery sites are discussed in detail in Section 4.8 the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to wildlife movement, migration, and nursery sites and, therefore, no mitigation is required.

Facts in Support of the Findings: During preparation of the MSHCP, wildlife corridors and habitat linkages throughout western Riverside County were analyzed extensively. No MSHCP wildlife habitat linkages or movement corridors were identified at the Project site. Nor does the Project propose facilities or activities that would substantively and adversely affect any offsite designated wildlife habitat linkage or movement corridor. On this basis, the potential for the Project to interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites, is determined to be less-than-significant. (DEIR, pgs. 4.8-29 to 4.8-30) Therefore, no mitigation is required.

c. Local Policies or Ordinances Protecting Biological Resources

Potential Significant Impact: Whether the Project would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

Findings: Potential impacts of the Project related to local policies or ordinances protecting biological resources are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to local policies or ordinances protecting biological resources and, therefore, no mitigation is required.

Facts in Support of the Findings: No local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, have been identified as applicable to the Project. (DEIR, pg. 4.8-30) Accordingly, impacts related to local policies or ordinances protecting biological resources will be less-than-significant and no mitigation is required.

f. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a participating agency in the Western Riverside County Multiple-Species Habitat Conservation Plan (MSHCP). As such, only projects consistent with the MSHCP will be developed within the City. The Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project "is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009." These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. As such, the Project is in compliance with the MSHCP. (DEIR, pg. 4.8-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required. This species has not been recorded within the Project area in the past and is presumed absent from the site. Additionally, the Project is consistent with the Habitat Conservation Plan for the Stephens' Kangaroo Rat, which allows for incidental take of Stephens' Kangaroo Rat for projects located within the plan area. With payment of the appropriate mitigation fee, which the City requires as a standard procedure during the processing of development applications, any potential impacts to Stephens' kangaroo rat would be less-than-significant.

d. Cumulative Impacts Related to Biological Resources

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to biological resources.

Findings: Potential cumulative impacts of the Project related to biological resources are discussed in detail in Section 5.1.1.8 of the DEIR. Based on the entire record before us, this

Council finds that no cumulatively significant impacts related to biological resources will occur as a result of development of the Project.

Facts in Support of the Findings: Implementation of mitigation measures proposed in the MMRP would reduce potential impacts to biological resources to levels that are less-than-significant. In this regard, mitigation of Project-specific biological resources impacts will also reduce the Project's potential incremental contributions to cumulative biological resources impacts within the region such that no additional mitigation for cumulative biological resources impacts is required. To the extent that each development proposal within the cumulative impact area(s) provides appropriate mitigation, cumulative impacts to biological resources are reduced to levels that are less-than-significant. Pursuant to the provisions of CEQA, each development project within the cumulative impact area that requires a discretionary action by a public agency will be assessed for its potential impacts on biological resources. Appropriate biological resources mitigation will also be required of other projects within the cumulative impact area(s). In this regard, it is noted that because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in the DEIR. With the application of the mitigation measures identified in the MMRP, the Project's potential contribution to cumulative impacts in regard to biological resources is not considerable, and the cumulative effects of the Project are determined to be less-than-significant. (DEIR, pgs. 5-20 to 5-23) Accordingly, no mitigation is required.

9. Aesthetics

a. Scenic Resources

Potential Significant Impact: Whether the Project would substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a State scenic highway.

Findings: Potential impacts of the Project related to scenic resources are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to scenic resources will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is comprised of vacant disturbed property and does not contain designated scenic resources. No rock outcroppings or historic buildings are located onsite. Although the City's General Plan designates SR-60 as a local scenic road, this highway is not included in the California Department of Transportation's list of Officially Designated Scenic Highways. The Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements. (DEIR, pg. 4.8-19) Accordingly, impacts to scenic resources would be less-than-significant and no mitigation is required.

b. Visual Character

Potential Significant Impact: Whether the Project would substantially degrade the existing visual character or quality of the site and its surroundings.

Findings: Potential impacts of the Project related to visual character are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to visual character will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Determinations of visual character and quality are inherently subjective by nature. The DEIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. It is further noted that development of the subject site with business park and/or light industrial uses reflects buildout of the area anticipated under the General Plan, resulting in substantial visual change of the area, whether under the Project, or some other unspecified development proposal. To provide a visual transition and buffer between southerly adjacent properties (zoned for large lot residential uses) and the Project site, the Project incorporates a 250-foot landscaped setback along its southerly boundary. Masonry walls (which would be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti) are also proposed to screen the Project's operations from surrounding land uses. As supported by the preceding discussions, and with implementation of

the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant. (DEIR, pgs. 4.8-20 to 4.8-21) Accordingly, any impacts to the area's visual character would be less-than-significant and no mitigation is required.

c. Light or Glare

Potential Significant Impact: Whether the Project would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Findings: Potential impacts of the Project related to light and glare are discussed in detail Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to light and glare will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Onsite lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance, including but not limited to Section 9.08.100, "Lighting." Project lighting will be designed and implemented so as to illuminate the site without causing undue light or glare, and to avoid light overspill on adjacent properties. (DEIR, pgs. 4.9-23 to 4.9-25) Accordingly, any impacts related to light and glare would be less-than-significant and no mitigation is required

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and

overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including Traffic and Circulation, Cultural Resources, and Biological Resources, were found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are included as Conditions of Approval and set forth in the MMRP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. <u>Traffic and Circulation</u>

a. Substantial Increase in Traffic

Potential Significant Impact: The EIR evaluated and concluded that the Project-related traffic could contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Redlands Boulevard at the SR-60 westbound ramps, and at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

Finding: Implementation of the following mitigation measures will reduce potential Opening Year traffic impacts at affected intersections:

4.2.1 *Redlands Boulevard at SR-60 Westbound Ramps Improvements:*

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

Facts in Support of the Finding: Based on analysis performed as part of the Project Traffic Impact Analysis (TIA), the Project would contribute additional traffic to preexisting Opening Year Ambient Condition deficiencies occurring at the intersection of Redlands Boulevard at the SR-60 westbound ramps. Also, with the addition of Project traffic, the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue would perform unacceptably during peak hours. (DEIR, pgs. 4.2-31 through 4.2-34) However, with implementation of the roadway improvements identified in Mitigation Measures 4.2.1 and 4.2.2, these impacts will be reduced to a less-than-significant level. (DEIR, pg. 4.2-35)

2. <u>Cultural Resources</u>

a. Archaeological/Historic Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unknown or unrecorded archaeological or historic resources which may be present in a buried context.

Finding: Implementation of the following mitigation measures will reduce potential impacts to archaeological and/or historic resources to a less-than-significant level:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert*

equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2., resources shall be left in an undisturbed state. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

Facts in Support of the Finding: No known cultural resources of significance exist within the Project site. Additionally, no significant evidence of the early twentieth century occupation of the property was identified by the Project Cultural Resources Investigation. Nonetheless, some potential exists for resources to be located onsite in a buried context. Implementation of Mitigation measures 4.7.1 and 4.7.2 will ensure that archaeological and/or historic resources that may be unearthed during Project construction will be identified and preserved consistent with the recommendations of the Cultural Resources Study and California law. Accordingly, the Project's potential to impact archaeological or historic resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-11 through 4.7-13)

b. Paleontological Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unique paleontological resources which may be present in a buried context.

Finding: Implementation of the following mitigation measure will reduce potential impacts to paleontological resources to a less-than-significant level:

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage and record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

Facts in Support of the Finding: Based on information presented in the Cultural Resources Investigation, the Project area is considered to have a moderate level of sensitivity for paleontological resources, indicating that paleontological resources may be encountered within the Project site. The area consists of older Quaternary alluvial deposits that have been associated with fossil specimens, which are covered by surficial deposits of younger Quaternary alluvium. In the course of Project site preparation activities, paleontological specimens may be uncovered. Mitigation Measure 4.7.3 requires paleontological monitoring during ground-disturbing activities that would exceed the relative depths of the younger alluvium on-site. Implementation of this mitigation measure would ensure that paleontological resources which may be present within

subsurface areas of the site are adequately identified and preserved. Accordingly, the Project's potential to impact paleontological resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-13 through 4.7-14)

3. Biological Resources

a. Vegetation Communities and Special Status Plant Species

Potential Significant Impact: The EIR evaluated and concluded that the Project's construction activities could have an adverse effect on CDFG and Corps jurisdictional areas, including riparian habitat areas existing on-site within the Quincy Channel, and off-site within the existing drainage channel adjacent to Redlands Boulevard.

Finding: Implementation of the following Mitigation will reduce potential impacts to jurisdictional areas to a less-than-significant level:

4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 Prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

Facts in Support of the Finding: Design of the Project includes a buffer area to provide physical separation between the developed site and the adjacent Quincy Channel, in order to

minimize direct impacts to the Channel's habitat areas and associated vegetation communities and special status plant species. However, construction of the "scour wall" that would be implemented to prevent further erosion along the Quincy Channel could result in direct, temporary impacts to approximately 0.003 acres (22 lineal feet) of mulefat vegetated riparian habitat determined to be within California Department of Fish & Game (CDFG) jurisdictional areas. (DEIR pgs. 4.8-18 through 4.8-20) Additionally, implementation of drainage improvements associated with the Project could result in a potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat located in the existing drainage channel adjacent to Redlands Boulevard (DEIR, pgs. 4.8-21 to 4.8-22). This 0.08 acres has been determined to be jurisdictional under the Army Corps of Engineers (Corps), CDFG, State Water Resources Control Board (SWRCB), and MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Indirect impacts to proximate candidate, sensitive, or special status plant species could occur through the introduction of invasive plant species as a result of Project implementation. (DEIR pg. 4.8-23) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to vegetation communities and sensitive plant species will be reduced to a less-than-significant level.

b. Nesting Birds

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on nesting birds, which are protected under both the Migratory Bird Treaty Act and California Fish and Game Code.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the nesting birds to a less-than-significant level:

4.8.6 *If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning*

Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

Facts in Support of the Finding: The removal of existing vegetation within the Project site as part of construction could affect nesting birds. Disturbing or destroying active nests is a violation of the Migratory Bird Treaty Act. In addition, nests and eggs are protected under California Fish and Game Code Section 3503.5. Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. (DEIR, pg. 4.8-25) Therefore, implementation of Mitigation Measure 4.8.6 is required to ensure that potential Project impacts related to nesting birds are reduced to a less-than-significant level.

c. Burrowing Owls

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on the Burrowing Owl, a special-status wildlife species.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the Burrowing Owl to a less-than-significant level:

4.8.7 *Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.*

Facts in Support of the Finding: The Project area is located within the MSHCP burrowing owl survey area. Focused burrowing owl surveys are required during the owl breeding season (April through August), pursuant to Section 6.3.2 and Appendix E, "Summary of Species Survey

Requirements. (DEIR, pgs. 4.8-25 to 4.8-26) Therefore, implementation of Mitigation Measure 4.8-7 will reduce Project impacts related to the Burrowing Owl to a less-than-significant level.

d. Riparian Habitat

Potential Significant Impact: The EIR evaluated and concluded that the Project could adversely affect riparian habitat/CDFG jurisdictional areas.

Finding: Implementation of the preceding Mitigation Measures 4.8.1 through 4.8.5 will reduce potential impacts to riparian habitat to a less-than-significant level.

Facts in Support of the Finding: Construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat riparian habitat/CDFG jurisdictional areas. The Project will have no direct impacts to any other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Potential indirect impacts may occur to proximate sensitive natural communities should invasive plant species be introduced to the area through Project implementation. (DEIR pg. 4.8-28) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to riparian habitat will be reduced to a less-than-significant level.

C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: cumulative traffic impacts to study area intersections and roadway segments; cumulative traffic impacts to mainline freeway segments; short-term construction air quality impacts; long-term operational air quality impacts; cumulative air quality impacts; short-term construction noise impacts (individually and cumulatively); and change to scenic vistas (individually and cumulatively).

In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of the City of Moreno Valley cannot approve the project unless it first finds (1) under *Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment

opportunities to highly trained workers make infeasible the mitigation measures or project alternatives identified in the FEIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. Traffic and Circulation

a. Intersection Operations

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain intersection locations under Opening Year cumulative conditions and cumulative General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.3 through 4.2.8, addressing Opening Year cumulative conditions, and Mitigation Measures 4.2.9 through 4.2.17, addressing cumulative General Plan buildout conditions, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative intersection operation impacts are considered significant and unavoidable.

4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:

- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:

- *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.*

The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF,

thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.

4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:

- *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements*

would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.

- *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.*

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*

- *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*

4.2.8 *Quincy Street at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;*
- *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and*
- *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.9 *Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:*

- *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;*
- *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These*

improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

- *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and*
- *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

4.2.10 *Moreno Beach Drive at SR-60 Westbound Ramps Improvements:*

- *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection);*
- *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;*
- *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and*
- *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way*

from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:

- *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;*
- *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;*
- *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and*

- *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.*

The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.

4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane;*
- *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and*
- *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side*

of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;

- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.

4.2.14 *Redlands Boulevard at SR-60 Eastbound Ramps Improvements:*

- *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;*
- *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side*

of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and

- *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.15 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left turn lane with 200-feet of storage and a second through lane for a northbound lane configuration of one left turn lane, one through lane and one shared through right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*
- *Construct a southbound left turn lane with 250-feet of storage, a second left turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right-turn pocket length that extends the full length of the segment. These improvements would require the dedication of*

right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through Fair Share Fees;

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and*
- *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.*

The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate

General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

- *Install a traffic signal. This improvement would be funded through participation in the DIF Program;*
- *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*
- *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way with from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.

4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements:

- *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;*
- *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.3 through 4.2.17, acceptable levels of service would be realized at all Study Area intersections under cumulative Opening Year and General Plan buildout conditions with the Project. (See DEIR Tables 4.2-10 and 4.2-11) Improvements necessary to mitigate potentially significant intersection impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, ramp and interchange improvements affecting the SR-60 are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. The Project's contribution to intersection impacts is therefore determined to be cumulatively significant and unavoidable notwithstanding mitigation. (DEIR, pgs. 4.2-36 to 4.2-55).

b. Roadway Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain roadway segments under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.18 and 4.2.19 are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative roadway segment impacts are considered significant and unavoidable.

4.2.18 *Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:*

- *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.

4.2.19 *Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) Avenue east of Redlands Boulevard Improvements:*

- *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between

the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Implementation of the previously identified Mitigation Measure 4.2.7 would ensure acceptable conditions at the segment of Redlands Boulevard located north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue. (See DEIR Table 4.2-13) Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-60 through 4.2-67)

c. Freeway Mainline Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards at study area freeway segments under General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to Study Area freeway mainline segments under General Plan buildout conditions will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that implementation of the Project would contribute additional traffic to segments of SR-60 within the Study Area that under General Plan buildout conditions (with or without the Project) are projected to operate under deficient conditions. While it is foreseeable that improvements to SR-60 in the Project vicinity will be completed prior to General Plan Buildout, timely completion of these improvements cannot be definitively assured. Further, SR-60 mainline improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-79 to 4.2-80) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

2. <u>Air Quality</u>

a. Short-Term Construction Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project's construction source emissions would temporarily exceed SCAQMD regional and localized significance thresholds, thereby potentially violating an air quality standard or contributing to an existing or projected air quality violation.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9 are incorporated into the MMRP for

the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, construction emissions-related air quality impacts are considered significant and unavoidable.

4.3.1 *Consistent with URBEMIS modeling inputs and to effect implementation of Rule SCAQMD Rule 403, the following measures shall be incorporated:*

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions.*
- *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.*
- *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);*
- *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*

4.3.2 *The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's*

specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

4.3.3 *The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).*

4.3.4 *Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.*

4.3.5 *In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.*

4.3.6 *During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

4.3.7 *The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

4.3.8 *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels l fuel would void the equipment warranty;*
- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*

- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*
- *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*

4.3.9 *Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and*

cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, Project construction activities would temporarily exceed SCAQMD regional emissions thresholds for volatile organic compounds (VOC) and oxides of nitrogen (NOx); and would also temporarily exceed localized emissions thresholds for particulate matter (PM_{10} and $PM_{2.5}$). (See DEIR Tables 4.3-9 and 4.3-10) Project construction-related emissions in exceedance of SCAQMD's regional and localized significance thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-53 through 4.3-65).

b. Long-Term Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially exceed SCAQMD daily emissions significance thresholds.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation. The Council finds that Mitigation Measure 4.3.10 is incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of this mitigation measure, operational emissions-related air quality impacts are considered significant and unavoidable.

4.3.10 *All Project entrances shall be posted with signs which state:*

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and*
- *Telephone numbers of the building facilities manager and CARB, to report violations.*

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measure 4.3.10, as well as Mitigation Measures 4.3.11 through 4.3.13 enumerated in Section V(A)(3)(c) above, Project operational activities will exceed SCAQMD daily emissions thresholds for VOC and NOx. (DEIR Table 4.3.13) Project operational-related impacts that exceed long-term, operational emissions thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-65 to 4.3.73)

c. Sensitive Receptors

Significant Unavoidable Impact: The EIR evaluated and concluded that Project construction activities could temporarily expose sensitive receptors to potentially substantial pollutant concentrations.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9, enumerated in Section C(2)(a) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, the Project's construction source emissions could result in the temporary exposure of sensitive receptors to PM_{10} and $PM_{2.5}$ emissions in excess of applicable SCAQMD localized significance thresholds. Existing sensitive receptors are identified as a single developed residential use located at 28855 Fir Avenue. Although additional parcels zoned for residential land uses (potential future sensitive receptors) are present within the area of LST exceedance, they are largely undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. (DEIR, pgs. 4.3-73 through 4.3-76)

d. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.13, enumerated in Sections A(3)(c) and C(2)(a) & (b) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: The Project is located within non-attainment areas for PM_{10}, $PM_{2.5}$, and ozone (VOC and NOx are ozone precursors). Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.13, the Project will result in the following cumulatively significant and unavoidable air quality impacts: (1) Short-term Project construction activities that exceed the regional thresholds for VOC and NOx emissions are cumulatively significant for the duration of construction activities; (2) Short-term Project construction activities that exceed the localized significance thresholds for PM_{10} and $PM_{2.5}$ emissions are cumulatively significant for the duration of construction activities; (3) Long-term operations of the Project that exceeds the regional thresholds for VOC and NOx are cumulatively significant; and (4) The Project's operational VOC and NOx emissions, in combination with VOC and NOx emissions generated by other sources affecting the encompassing ozone non-attainment areas, will result in a cumulatively considerable net increase of this pollutant within the nonattainment areas. (DEIR, pgs. 5-12 to 5-13)

3. <u>Noise</u>

a. Short-Term Construction Noise (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in the exposure of persons to or generation of noise levels in excess of

standards established in the local general plan or noise ordinance, or applicable standards of other agencies; and potentially result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.4.1 through 4.4.4, presented below, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, short-term construction-related noise impacts are considered significant and unavoidable, and are determined cumulatively considerable for the duration of Project construction activities.

4.4.1 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.2 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.3 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on*

weekends or Federal holidays. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

Facts in Support of the Finding: Even with implementation of Mitigation Measures 4.4.1 through 4.4.4, the Project's construction activities would result in a temporary exceedance of applicable noise level standards and a temporary increase in ambient noise levels in the Project vicinity. Because construction noise levels are conservatively estimated to exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), construction noise is considered a significant and unavoidable impact of the Project. (DEIR, pgs. 4.4-15 to 4.4-21). Cumulative noise impacts for the duration of construction activities are also recognized as significant. (DEIR, pg. 5-14) As such, short-term construction noise impacts are determined to be individually and cumulatively significant notwithstanding mitigation.

4. Aesthetics

a. Scenic Vistas (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could have an adverse effect on a scenic vista.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to scenic vistas will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that implementation of the Project would potentially result in the restriction or interruption of near and distant scenic vistas. The Project proposes a single large structure (more than 970,000 square feet), that would alter and or/obstruct views through the currently undeveloped Project area. View obstruction will be limited to some extent by engineering and grading requirements that will establish the Project's building pad considerably below the grade of the adjacent SR-60. The Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks. Similarly, the proposed Project intends to serve a market need for users that demand a large, integrated facility. As such, the concept of substantially reducing the size of the building, or creating multiple buildings in lieu of one single building would compromise a basic objective of the Project. As such, there are no feasible mitigation measures that will reduce the Project's potential aesthetic impacts on scenic vistas below significance thresholds. (DEIR, pgs. 4.9-10 through 4.9-19) In combination with other known or probably development projects in the vicinity, the Project would also result in the cumulatively considerable restriction or interruption of near and distant scenic views. (DEIR, pgs. 5-23 to 5-15) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed three alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. At the direction of the City of Moreno Valley, two different "No Project" scenarios have been evaluated. The first, referred to as the No Project/No Build Alternative, assumes the site would remain in its current undeveloped state. The second, referred to as the No Project/Existing Zoning Alternative, makes a reasoned assessment as to the future development of the subject site should the Project under consideration not be developed. A Reduced Intensity Alternative was also selected for analysis. CEQA

requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the proposed Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/No Build Alternative

Description: Under the No Project/No Build Alternative (hereinafter referenced as the "No Build" Alternative), it is presumed that if the Project or some similar development proposal is not implemented on the subject site, then there would be no other known or probable scenarios for the subject property, the site would likely remain in its current undeveloped state for the foreseeable future. (DEIR, pg. 5-31)

Impacts: The No Build Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-65) Similar to the Project, the No Build Alternative would result in less than significant impacts in the following areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources. No discretionary actions or zone change would be required under the No Build Alternative. (DEIR, pg. 5-48) In addition, the Project's significant and unavoidable traffic impacts, construction noise impacts, construction and operational air quality impacts, and impacts to scenic vistas would not occur. (DEIR, pgs. 5-50 to 5-65) Under the No Build Alternative, potential traffic/transportation impacts would be representative of existing conditions. The No Build Alternative would reduce the aggregate amount of fee contributions available for long-term traffic improvements when compared to fee contributions realized under the Project. Additionally, the No Build Alternative would not realize Project-specific road widening/lane reconfiguration and signalization improvements as detailed in the Project Traffic Impact Analysis. Significant freeway mainline segment deficiencies would persist with or without the Project. (DEIR, pg. 5-49). Visual attributes of the Project site would remain in their current state. (DEIR, pg. 5-63)

Objectives: Under the No Build Alternative, the subject site would remain in its current undeveloped state, and none of the Project Objectives would be achieved. (DEIR, pg. 5-64)

Finding: Under the No Build Alternative, no development would occur. This Alternative would avoid all of the significant and unavoidable impacts associated with traffic, air quality, noise and aesthetics that have been identified within the DEIR. However, the City Council finds

that the No Build Alternative would not fulfill any of the Project Objectives. Because the No Build Alternative will not fulfill the Project Objectives, the City Council hereby rejects the No Build Alternative.

2. Alternative 2 – No Project/Existing Zoning Alternative

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing Business Park zoning designation. To allow for quantified comparison of potential traffic impacts and related vehicular source air quality and noise impacts, the No Project Alternative assumes the site is developed consistent with assumptions employed in the City's General Plan Buildout traffic modeling, which was projected to be approximately four (4) times higher than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project.. (DEIR, pgs. 5-31 to 5-32)

Impacts: The No Project Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the No Project Alternative, a zone change would not be required. (DEIR, pg. 5-48) The Project's significant and unavoidable construction noise impacts and construction source air quality impacts would likely be similar to those of the Project. (DEIR, pgs. 5-52 and 5-56) Potential traffic impacts could be substantively increased under the No Project Alternative, due to the increased traffic associated with Business Park land uses. Significant mainline freeway segment impacts under General Plan Buildout conditions would persist, and due to increased traffic generation under the No Project Alternative, would likely be exacerbated. (DEIR, pgs. 5-50 to 5-51) Associated vehicular (operational) air pollutant emissions would similarly be increased when compared to the Project; however, the vehicle mix under the No Project Alterative would likely reflect decreased heavy truck traffic. Significant VOC and NOx emissions thresholds exceedances occurring under the Project would be incrementally greater under the No Project Alternative. (DEIR, pg. 5-53). Vehicular noise would also likely increase under the No Project Alternative based on increased trip generation. However, as with the Project, it is considered unlikely that sensitive receptors would be affected by potential vehicular

noise levels based on their physical separation from roadways and the presence of intervening noise-attenuating walls. (DEIR, pg. 5-57) Potential impacts to viewsheds may be reduced under the No Project Alternative, since the Business Park zoning designation would limit maximum individual building areas to 50,000 square feet. This limitation on individual building sizes could allow for configurations of the developed site that would provide additional or varied views through the Project site to off-site scenic resources. (DEIR, pg. 5-63)

Objectives: Business Park/Light Industrial uses that could be implemented under the No Project Alternative could substantially achieve the Project's development objectives for the site. Like the Project, it is anticipated that new development under the No Project Alternative would be designed and implemented so as to be compatible with neighboring land uses. The No Project Alternative would effectively capitalize on the site's regional freeway accessibility and visibility. New jobs, including light industrial, office, limited support commercial, or research and development employment opportunities would be created by the No Project Alternative. This Alternative would also provide additional tax revenues available to the City. (DEIR, pgs. 5-64 to 5-65)

Finding: Under the No Project Alternative, development of a business park development with a similar scale to that of the Project would occur. This Alternative would reduce the Project's potential aesthetic impacts, in that a series of smaller buildings could be constructed in place of the Project's single structure, allowing views through the site. However, none of the Project's remaining significant and unavoidable environmental impacts would be reduced under the No Project Alternative. Conversely, increased trip generation under a business park land use would likely lead to increased traffic, with correlating increases in air pollutant emissions and vehicular noise. Although the No Project Alternative could substantially achieve the Project's Objectives, because the No Project Alternative would not reduce the majority of the Project's significant and unavoidable impacts, the City Council hereby rejects the No Project Alternative.

3. Alternative 3 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the extent of regional threshold exceedances for VOC based on operational emissions that would otherwise result from the Project. In that the same type of development is proposed, most if not all the Project Objectives would be achieved to a certain extent. (DEIR, pg. 5-33) Implementation of the Reduced Intensity Alternative would yield approximately 684,200 square feet of development, a reduction of approximately 27 percent or approximately 253,060 square feet, when compared to the approximately 937,260 square-foot Project analyzed in the EIR. (DEIR, pg. 5-48).

Impacts: The Reduced Intensity Alternative would result in similar, albeit slightly lessened, impacts when compared to the Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the Reduced Intensity Alternative, maximum construction-related emissions from site preparation and grading would likely be the same as for the Project, though it would occur within a shorter time frame due to the reduced development area. In this regard, the maximum daily site disturbance and amount of equipment employed concurrently would likely be similar to the construction scenario envisioned for the Project. As with the Project, mitigated construction-related emissions would still exceed SCAQMD emissions thresholds. Because the scope of development would be reduced under this Alternative, the duration of construction activities and resulting construction emissions and noise may be reduced when compared to the Project. (DEIR, pgs. 5-51 and 5-57) Based on its reduced scope of development and associated reductions in vehicle trips and vehicular emissions, long-term operations under the Reduced Intensity Alternative would be reduced by approximately 27 percent when compared to the Project. Operational NOx, PM_{10}, and $PM_{2.5}$ emissions under this Alternative would, however, still exceed applicable SCAQMD thresholds. Accordingly, as with the Project, this Alternative would result in cumulatively significant emissions contributions to existing non-attainment conditions for ozone and particulates. (DEIR, pgs. 5-53 to 5-55) The Reduced Intensity Alternative would result in an approximate 27 percent reduction in development intensity, with a commensurate reduction in trip generation when compared to the Project. The extent of area-wide traffic improvements and required traffic impact mitigation realized under the Project would also be reduced. Significant freeway mainline traffic impacts projected to occur under

General Plan buildout conditions would persist with or without development under the Reduced Intensity Alternative. As such, freeway impacts under this scenario would be less than the Project, but likely still be considered significant. (DEIR, pg. 5-51) The reduced area of development under the Reduced Intensity Alternative would also incrementally reduce significant viewshed impacts otherwise occurring under the Project. (DEIR, pg. 5-64)

Objectives: The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project. (DEIR, pg. 5-65)

Finding: Under the Reduced Intensity Alternative, a light industrial warehouse/ distribution facility reduced by approximately 27 percent (or 263,000 square feet) would be realized as compared to the Project. The City Council hereby finds that the Reduced Intensity Alternative will not avoid or substantially reduce the significant and unavoidable construction noise impacts and construction and operational air quality impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. Based on the reduced scope of development, the Reduced Intensity Alternative would diminish capacities and capabilities to satisfy existing and projected unmet market demands within the trade area. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid or substantially reduce the significant and unavoidable impacts of the Project and does not meet the Project Objectives as well as the Project. The City Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

4. <u>Alternatives Considered and Rejected</u>

A variety of additional alternatives were considered as part of the DEIR's Alternatives Analysis. (DEIR, pgs. 5-32 through 5-41) An Extended Construction Alternative

and Multiple Building Design Alternative were considered and ultimately rejected based on infeasibility. Additionally, four Alternative Site locations were considered within the DEIR. The criteria for identifying potential alternate sites included:

- Location within the City of Moreno Valley;
- Appropriate General Plan and zoning designations, or the ability to be so-designated;
- Minimum size of 50 acres and a roughly rectangular shape;
- Location proximate to locate transportation corridors or at a regional transportation hub;
- Currently undeveloped or underutilized;
- Currently available;
- Access to existing or planned adequate serving infrastructure; and
- Able to support operations in a manner compatible with other proximate land uses.

Each of the four sites that were analyzed met the general requirements in that each was currently vacant, more than 50 acres and roughly a rectangular configuration; each was zoned for industrial uses and served by nearby utilities and infrastructure. Alternative Sites 1 through 4 are locally accessible and also located near the I-215 freeway, a regional transportation corridor. (DEIR, Figure 5.2-1) Upon further analysis, each of these sites was found to be currently unavailable. Alternative Site 1 currently has applications under review by the City for 1.6 million square feet of distribution warehouse uses, while development plans have been submitted and approved for Alternative Sites 2, 3 and 4.

5. <u>Environmentally Superior Alternative</u>

Based on comparative reductions in traffic generation, and associated reductions in noise and air emissions, and generally reduced scale, among the Alternatives considered, the Reduced Intensity Alternative would result in the greatest reduction in environmental effects, and is thus considered the environmentally superior alternative. (DEIR, pg. 5-65). The Reduced Intensity Alternative would also generally reduce other environmental effects of the Project, and

to a limited degree, realize attainment of the basic Project Objectives. (DEIR pgs. 5-47 to 5-65) Development of the Project or the Reduced Intensity Alternative would contribute to area employment and the City's overall tax base. However, because scope of land uses would be substantively reduced under the Reduced Intensity Alternative, the resulting effective realization of the Project Objectives, to include economic benefits to the City and region, would likely be similarly diminished. (DEIR, pg. VI-40)

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the proposed Project could be growth inducing. Specifically, CEQA Guidelines Section 1512602(d) states than an EIR must describe the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

The types of employment opportunities offered by the Project (both management and regular employees) are relatively common throughout Southern California and are unlikely to generate significant population migration (if any). Any Project-related employment demands would likely be filled by the existing surplus personnel pool within the Moreno Valley area, and/or neighboring communities, especially with the currently low jobs per household ratio in the City, and regionally high unemployment rates. The Project would not foster growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning. (DEIR, pgs. 5-67 to 5-68)

Currently, the Project site is vacant and undeveloped. However, expansions of water and wastewater systems, along with other urban utilities, are programmed to serve the vicinity consistent with anticipated development of the City and region. In order to accommodate forecasted growth of the City and region over the long term, it is anticipated these improvements will be implemented regardless of the City's ultimate decision on the Westridge Commerce Center Project. The Project is not considered to provide an inducement to other lands within its vicinity to undertake unanticipated development due to the availability of new or expanded infrastructure systems. (DEIR, pgs. 5-68 to 5-69)

Notwithstanding, development of the Project as envisioned will entail upgrade/modification of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage

conveyance facilities. Infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. However, the characteristics and intensities of development that could occur on these properties are governed by the Moreno Valley General Plan. Development of these properties within the context of the approved General Plan should not result in unforeseen impacts or impacts that cannot be mitigated. (*Id.*)

Additionally, it is recognized that provision of services, e.g., utilities, fire protection, and law enforcement, may be expanded or otherwise enhanced to meet additional demands of the Project. Project design and payment of impact mitigation fees reduces individual and cumulative impacts in these regards. Services expansion or enhancements based on incremental demands of the Project will not result in substantial additional capacity that could be considered growth inducing. (*Id.*)

Investment in the Project would have local and regional economic impacts which may result in indirect growth-inducing effects. The Project's potential economic benefits could indirectly result in employment growth in the region. This growth, in combination with other anticipated employment growth in the region, could indirectly result in population growth and an increased demand for housing. (*Id.*) Such growth has a variety of potential effects on the physical environment, including but not limited to, effects on air quality, ambient noise levels, traffic impacts, and water quality. It is not anticipated that the additional employment opportunities created by the Project would be substantial enough to produce noticeable population growth within the City and region. (DEIR, p. 5-68)

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project qualifies under Guidelines §15127 (a) in that a zone change is required in order to implement the Project. As such, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- A project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a project would generally commit future generations to similar uses;
- A project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project results in wasteful use of energy).

With regard to the above considerations, various natural resources, in the form of construction materials and energy resources, will be used in the construction of the Project, but their use is not expected to result in shortfalls in the availability of these resources. The Project presents no significant possibility of irreversible environmental damage "from any potential environmental incidents associated with the project." The Project does not propose facilities or uses that would result in potentially significant environmental incidents. Moreover, all feasible mitigation is incorporated in the Project to reduce its potential environmental effects. As discussed herein, the Project will not result in or cause unwarranted or wasteful use of resources, including energy. (DEIR, pgs. 5-73 to 5-74)

9. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Traffic Impacts – Intersections and Roadway Segments (Cumulative); and
2. Traffic Impacts – Mainline Freeway Segments (Cumulative).
3. Short-Term Construction Air Quality Impacts (Individual and Cumulative);
4. Long-Term Operational Emissions (Individual and Cumulative);
5. Short-Term Construction Noise (Individual and Cumulative); and
6. Aesthetic Impacts – Change to Scenic Vistas (Individual and Cumulative)

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the proposed Project against any significant and unavoidable environmental impacts in determining whether to approve the proposed Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V(D) herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because they would impose restrictions on the Project that would prohibit the realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts.

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

- The Project will provide development consistent with the General Plan and in conformance with municipal standards, codes and policies;
- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- The Project is located at the intersection of a major street and an interstate freeway, maximizing access opportunities for the convenience of operations;
- The Project creates additional employment-generating opportunities for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the project have been identified in the Draft EIR, the Final EIR and public testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V(E) above, and finds that approval of the Project is appropriate.

This Council has identified economic and social benefits and important policy objectives, Section V(H) above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

10. CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the FEIR in evaluating the Project, that the FEIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the FEIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies,

amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

A. <u>Findings</u>

1. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Proposed Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

2. Significant Unavoidable Impacts/Statement of Overriding Considerations:

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V(D) of these Findings: Traffic Impacts – Intersections and Roadway Segments (Cumulative); Traffic Impacts – Freeway Mainline Segments (Cumulative); Short-Term Construction Air Quality Impacts (Individual and Cumulative); Long-Term Operational Emissions (Individual and Cumulative); Short-Term Construction Noise (Individual and Cumulative); and Aesthetic Impacts – Changes to Scenic Vistas (Individual and Cumulative). The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

3. Conclusions

a. All potentially significant environmental impacts from implementation of the proposed Project have been identified in the FEIR and, with the implementation of the mitigation measures defined herein and set forth in the MMRP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V(D) above.

b. Other reasonable alternatives to the proposed Project that could feasibly achieve the basic objectives of the proposed Project have been considered and rejected in favor of the proposed Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the proposed Project override and make infeasible any alternatives to the proposed Project or further mitigation measures beyond those incorporated into the proposed Project.

11. ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to *Public Resources Code* Section 21081.6, the City Council hereby adopts, as conditions of approval of the Project, the MMRP set forth in Section 4.0 of the Final EIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMRP, the MMRP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted from the MMRP, in which case such mitigation measure shall be deemed as if it were included in the MMRP.

4.0 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

To ensure that the mitigation measures contained in this EIR are properly implemented, a monitoring program has been developed pursuant to State law. This Mitigation Monitoring Plan (MMP) identifies measures incorporated in the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described in *CEQA* § 15097, this MMP employs both reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of, mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of, compliance with mitigation measures;
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated in the Project are presented in the following Section 4.2. Specific mitigation measures incorporated in the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented at Table 4.2-1.

EXHIBIT B

4.2 MITIGATION MONITORING AND REPORTING

Mitigation Monitoring and Responsibilities

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the Project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof.

If during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal.* *This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department, California Department of Transportation	Before issuance of first Certificate of Occupancy
4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: *Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:* • *Install a traffic signal;* • *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and* • *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane,*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114355

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.3 (cont'd) *for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*				
4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.* *The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114357

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF[1] improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.* • *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

[1] With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

MV00114359

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 (cont'd)				
participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*				
• *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 (cont'd) *leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*				
4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;* • *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and* • *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114361

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;* • *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;* • *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and* • *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.10 (cont'd) • *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;* • *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and* • *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*				
4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements: • *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114363

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.11 (cont'd)				
right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;				
• *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;*				
• *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and*				
• *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.*				
The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.				

-672-
Item No. E.3
MV00114364

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane;* • *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and* • *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114365

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.13 (cont'd) *Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.*				
4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;* • *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.14 (cont'd) *require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*				
4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114367

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.15 (cont'd)				
• *Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;*				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.15 (cont'd) *Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and* • *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.* *The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.*				
4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements: • *Install a traffic signal. This improvement would be funded through participation in the DIF Program;* • *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114369

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.16 (cont'd)				
would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;				
• *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*				
• *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*				
• *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*				

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.2.16 (cont'd) *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.*				
4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements: • *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;* • *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114371

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.17 (cont'd) *way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and* • *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.* *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.*				
4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements: • *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development	Before issuance of fi building permit

-680-
Item No. E.3
MV00114372

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.19 (cont'd)			Department	
• *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*				
The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.				
Air Quality				
To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.3 below, and shall be incorporated in all Project plans, specifications and contract documents.				
4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :	Ongoing throughout construction	Contractor	City Building Official, SCAQMD	Ongoing throughout construction
• *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*				
• *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least*				

MV00114373

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.1 (cont'd) *three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.* • *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.* • *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.* • *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).* • *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*				
4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti_g Frequency
4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
Additional mitigation required of the Project is identified below, and shall be shall be incorporated in all Project plans, specifications and contract documents.				
4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

MV00114375

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.7 (cont'd) *(HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*				
4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations: • *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;* • *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;* • *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;* • *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;* • *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;* • *High pressure injectors shall be provided on diesel construction equipment where feasible;*	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.8 (cont'd) • *Engine size of construction equipment shall be limited to the minimum practical size;* • *Substitute gasoline-powered for diesel powered construction equipment where feasible;* • *Use electric construction equipment where feasible;* • *Install catalytic converters on gasoline-powered equipment where feasible;* • *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;* • *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;* • *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;* • *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*				
4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.	Throughout Project construction	Applicant	City of Moreno Valley Development Department	Throughout Project construction

MV00114377

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.10 All Project entrances shall be posted with signs which state: • *Truck drivers shall turn off engines when not in use;* • *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and* • *Telephone numbers of the building facilities manager and CARB, to report violations.* *These measures shall be enforced by the on-site facilities manager (or equivalent).*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
Although potential Project-related Global Climate Change (GCC) impacts would be less-than-significant, the following Mitigation Measures 4.3.11 through 4.3.14 are provided to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources.				
4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent. • *Increase in insulation such that heat transfer and thermal bridging is minimized;* • *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.3.11 (cont'd) • *Incorporate dual-paned or other energy efficient windows;* • *Incorporate energy efficient space heating and cooling equipment;* • *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;* • *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.* • *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.* • *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*				
4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00114379

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 GHG emissions reductions measures shall also include the following: • *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;* • *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;* • *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.* • *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);* • *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 (cont'd)				
provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;				
• *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*				
• *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*				
o *Implementation of compressed workweek schedules;*				
o *SmartWay partnership;*				
o *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*				
o *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*				
o *Use of fleet vehicles conforming to 2010 air quality standards or better.*				

MV00114381

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 (cont'd) ○ *Installation of catalytic converters on gasoline-powered equipment.* ○ *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;* ○ *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;* ○ *Provision of preferential parking for EV and CNG vehicles;* ○ *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;* ○ *Use of electric (instead of diesel or gasoline-powered) yard trucks;* ○ *Use of SmartWay 1.25 rated trucks.*				
4.4 Noise				
4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

MV00114383

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5 Water Supply				
To further minimize the Project's overall water use, ensure on-going availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project WSA, the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measures. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.				
4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building pe

-692-
Item No. E.3
MV00114384

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.				
Cultural Resources				
4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.	Ongoing throughout site excavation and grading activities	Applicant	City of Moreno Valley Development Department	Ongoing throughout site excavation and grading activities

MV00114385

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints: • *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;* • *A paleontological mitigation-monitoring plan shall be developed before grading begins;* • *Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid*	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.3 (cont'd) *construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;* • *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and* • *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.*				
4.8 Biological Resources				
4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00114387

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.2 (cont'd) *of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*				
4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of fi grading permit

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporti Frequency
4.8.5 (cont'd) *CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:* • *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;* • *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and* • *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and* • *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*				
4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00114389

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.6 (cont'd) *retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.*				
4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

ORDINANCE NO. 829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed application PA08-0098, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a change to the Zoning Atlas for properties located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 from Business Park (BP) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

ATTACHMENT 4

FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BP to LI for the 55 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. 829
Date Adopted: _____

ORDINANCE NO. 830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed Municipal Code Amendment application PA10-0017, requesting an amendment to the City's Municipal Code, which proposes revisions to Chapter 9.05 of Title 9 to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on November 30, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes changes to Permitted Uses Table 9.02.020-1 of the Municipal Code. The proposed Municipal Code Amendment is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

ATTACHMENT 5

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or

center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP / LI[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.

*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

4.2 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. 830
Date Adopted: _____

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

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MV00114402

RESOLUTION NO. 2011-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA08-0097 FOR DEVELOPMENT OF A 937,260 SQUARE FOOT WAREHOUSE DISTRIBUTION FACILITY ON 55 ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of PA08-0097, a plot plan for a 937,260 square foot warehouse distribution facility on 55 acres, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities.

   ATTACHMENT 6

   Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan

and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned BP. The project proposes a Zone Change to LI to allow for a building larger than 50,000 square feet. Subject to approval of the related Zone Change application (PA08-0098) the proposed use will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 937,260 square warehouse facility as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Conformance with City Redevelopment Plans – The proposed use conforms with any applicable provisions of any city redevelopment plan.

   FACT: This project is not located within the boundaries of the City of Moreno Valley Redevelopment Project Area, so conformance with applicable provisions of the redevelopment plan is not a requirement.

5. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the freeway with BP zone land to the west and Community Commercial zone land to the east. South of the facility on the other side of Fir Avenue/Future Eucalyptus Avenue is vacant RA-2 zone land with tract homes in the RA-2 zone approximately ¾ miles further south. The proposed warehouse distribution facility is a permitted use in both the BP and LI zones, but the size proposed by the project requires a Zone Change and the proximity to the Residential district to the south requires a Municipal Code Amendment to establish a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. As designed and conditioned and subject to

approval of the above mentioned Zone Change and Municipal Code Amendment, is compatible with existing and proposed land uses in the vicinity.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA08-0097, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Plot Plan PA08-0097 for a 937,260 square foot warehouse distribution facility on a 55 acre site, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA08-0097 FOR A WAREHOUSE DISTRIBUTION FACILITY
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
_X_ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA08-0097 is subject to adoption of a Zone Change (PA08-0098) from the Business Park zone to the Light Industrial zone for the project site and adoption of a Municipal Code Amendment (PA10-0017) to establish a minimum buffering/separation from buildings over 50,000 square in area and adjacent residential zoned land.

P2. Plot Plan PA08-0097 has been approved for development of a 937,260 square foot warehouse distribution facility, to be built on a 55 acre site within Assessor's Parcel Numbers 488-330-003 to -006 and -026. The facility includes 173 dock doors and 14,000 square feet of office. Required parking for this use equates to a total of 307 employee/visitor parking spaces and 173 truck/trailer parking spaces.

P3. Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36207 and the subsequent recordation of this map.

P4. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P5. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P6. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P7. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P8. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P9. Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Fir/Eucalyptus Avenue.

P10. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P11. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P12. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P13. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P14. If the proposed project requires blasting, it shall be used only as a last resort. In such cases, it shall be approved by the Fire Marshall, and the developer shall comply with the current City ordinance governing blasting. (Ord)

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA08-0097 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project to the extent feasible.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area

will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.

P26. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P27. (GP) For projects abutting State Highway 60, a sixteen foot reservation for future right-of-way shall be provided.

P28. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P29. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P30. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P31. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P32. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P33. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P34. (GP) Prior to the issuance of grading permits, a "no touch" area shall be staked along the westerly limit of project development as defined by the scour wall and a City approved Biologist be retained to monitor construction activities to ensure protection and preservation of Channel areas. Upon the completion of the above mitigation measure an on-site grading permit may be issued for project work to commence.

P35. **(GP) Prior to any physical disturbance of any natural drainage course, or any wetland determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to both the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes)**

P36. **(GP) Prior to the approval of any precise grading permits, the developer shall submit written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.**

P37. **(GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.**

P38. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

- **A.** **A maximum 3 foot high decorative wall in lieu of a hedge or berm may be placed in setback areas adjacent to a parking lot.**
- **B.** **Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement for the specific plan and/or Municipal Code.**
- **C.** **A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks from view from Fir/Eucalyptus Avenue and at the northeast corner of the site.**
- **D.** **Wrought iron/tubular steel fence is required along portions of the northern, western and eastern property lines.**

E. A four foot tall three rail fence to match adjacent trail fencing is required to enclose the basins located along Fir/Eucalyptus Avenue.

F. **An 8 foot tall coated chain link fence is required along the western property line along the Riverside County Flood Control maintenance road.**

Prior to Issuance of Building Permits

P39. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P42. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P43. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations as well as along Highway 60 to provide proper screening of trucks.**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. Landscaping on three sides of trash enclosures shall be provided.
J. **Dense landscape (spacing of one tree per 20 feet) shall be placed in front of the wall along all designated yard areas and vines shall be planted at the base of the wall and be directed along said wall.**
K. **A minimum size of 24" box mature trees shall be placed along the freeway or northern elevations of the building. Trees shall be in a double row or closely spaced as shown on the preliminary landscape plan?**
L. **Minimum 24 inch box Eucalyptus Nicholii shall be used for the street trees along the Eucalyptus Avenue frontage. Spacing of trees shall be limited to 80 foot on center for parkways and medians in sight line distance areas noted on the plans; however trees to the equivalency of 40 foot on center shall be planted in the parkway for the entire site. Additional denser parkway tree placement (between 25 to 30 feet on center) would be required for areas outside of the line of sight. A preferred alternative to placing trees only on the designated parkway landscape areas would be to widen the four foot landscape separation between the sidewalk and trail to 8 feet and reduce the parkway landscape to 8 feet in site line distance areas to provide additional trees within the designated line of sight areas alternating at 80 foot spacing to**

achieve the overall 40 foot spacing requirement.

M. **Focal entries of the site on Eucalyptus Avenue are void of trees and or shrubs on the preliminary landscape plan and they shall be shown on the plans, or alternatively document on the landscape and tree plans that the equivalency of one tree per 30 linear feet of building dimension visible from the parking lot and all public rights of away in addition to on tree per 30 linear feet of parking lot adjacent to the interior property is being met.**

N. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P44. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.

P45. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P46. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P47. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P48. (BP) Prior to issuance of building permits for a final map for Tentative Parcel Map No. 36207 (PA09-0022) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.

P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P50. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P52. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P53. (CO) All rooftop equipment shall be appropriately screened and not visible from the Highway 60 or Eucalyptus/Fir Avenue rights of way.

MITIGATION MEASURES

P54. MM 4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

P55. MM 4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:
• Install a traffic signal;
• Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and
• Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.

P56. MM 4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct an eastbound right-turn lane and re-stripe the shared left-or-righ turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P57. MM 4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

P58. MM 4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);

• Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.

P59. MM 4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P60. MM 4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection.
• Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer,
• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require

the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.

- **Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.**

P61. MM 4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;
• Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and
• Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P62. MM 4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;
• Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;
• Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and
• Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.

P63. MM 4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

• In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;
• Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and
• Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

P64. MM 4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:
• Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;
• Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;
• Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and
• Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.

P65. MM 4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane;
• Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and

• Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.

P66. MM 4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);
• Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;
• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection. The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1.

P67. MM 4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;
• Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P68. MM 4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the

dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;

• Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;

• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.; and

• Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.

P69. MM 4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

• Install a traffic signal. This improvement would be funded through participation in the DIF Program;

• Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF

Program; remaining improvements would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;

• Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P70. MM 4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements:

• Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;

• Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and

the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P71. MM 4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:
• Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P72. MM 4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:
• Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P73. MM 4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.
• Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.
• Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).
• In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

P74. MM 4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to

manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

P75. MM 4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

P76. MM 4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

P77. MM 4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

P78. MM 4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.

P79. MM 4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.

P80. MM 4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations:

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**
- **Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;**
- **Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;**
- **The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;**
- **The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;**
- **High pressure injectors shall be provided on diesel construction equipment where feasible;**
- **Engine size of construction equipment shall be limited to the minimum**

practical size;
• Substitute gasoline-powered for diesel powered construction equipment where feasible;
• Use electric construction equipment where feasible;
• Install catalytic converters on gasoline-powered equipment where feasible;
• Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
• Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
• Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;
• All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

P81. MM 4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

P82. MM 4.3.10 All Project entrances shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
• Telephone numbers of the building facilities manager and CARB, to report violations.
These measures shall be enforced by the on-site facilities manager (or equivalent).

P83. MM 4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.
• Increase in insulation such that heat transfer and thermal bridging is minimized;
• Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;
• Incorporate dual-paned or other energy efficient windows;
• Incorporate energy efficient space heating and cooling equipment;
• Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights

when they are not needed shall be implemented;
• To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.
• Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.
All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.

P84. MM 4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.

P85. MM 4.3.13 GHG emissions reductions measures shall also include the following:
• The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;
• The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;
• The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.
• Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);
• The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;
• The Project shall provide at least two electric vehicle charging stations.

Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.

- **Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:**
  - **Implementation of compressed workweek schedules;**
  - **SmartWay partnership;**
  - **Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.**
  - **Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.**
  - **Use of fleet vehicles conforming to 2010 air quality standards or better.**
  - **Installation of catalytic converters on gasoline-powered equipment.**
  - **Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;**
  - **Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;**
  - **Provision of preferential parking for EV and CNG vehicles;**
  - **Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;**
  - **Use of electric (instead of diesel or gasoline-powered) yard trucks;**
  - **Use of SmartWay 1.25 rated trucks.**

P86. MM 4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P87. MM 4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P88. MM 4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P89. MM 4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.

P90. MM 4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.

P91. MM 4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.

P92. MM 4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.

P93. MM 4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.

P94. MM 4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

P95. MM 4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

P96. MM 4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- **Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;**
- **A paleontological mitigation-monitoring plan shall be developed before grading begins;**
- **Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;**
- **Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and**
- **Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources**

P97. MM 4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

P98. MM 4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

P99. MM 4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

P100. MM 4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

P101. MM 4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

• A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;

• A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and

• Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas

temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and

• Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.

P102. MM 4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P103. MM 4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.

<u>Building and Safety Division</u>

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the

Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;

f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact

Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Grading Plan Approval or Grading Permit

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or

ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.

e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The

drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

d. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

e. Any necessary corner cutback right-of-way dedications per City Standard 208.

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. **Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.**

LD67. **Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.**

LD68. **Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).**

LD69. **Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.**

LD70. **Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.**

LD71. **Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.**

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. **Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

b. **Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5 foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

c. **"A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.**

d. **The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.**

e. **Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.**

f. **The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.**

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. **Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).**

b. **Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs**

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of*

Moreno Valley Public Works Department Landscape Design Guidelines. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

<u>Prior to Certificated of Occupancy or Building Final</u>

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements

shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

- **a.** Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.
- **b.** The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.
- **c.** All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

RESOLUTION NO. 2011-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF TENTATIVE PARCEL MAP 36207 (PA09-0022) TO COMBINE THE EXISTING FIVE PARCELS LOCATED WITHIN THE PROJECT SITE INTO A SINGLE 55 ACRE PARCEL.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of Tentative Parcel Map No. 36207 (PA09-0022), to combine the existing five parcels located within the project site into a single 55 acre, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

ATTACHMENT 7

1. Conformance with General and Specific Plans – That the proposed land division is consistent with applicable general and specific plans.

   FACT: The proposed tentative parcel map is consistent with the General Plan designation of Business Park for the project site. The proposed parcel map will combine the existing five parcels located within the project site into a single 55 acre parcel. The proposed land division is consistent with existing goals, objectives, policies and programs of the general plan.

2. Design Conformance with General and Specific Plans – That the design or improvement of the proposed land division is consistent with applicable general and specific plans.

   FACT: The tentative parcel map as designed and conditioned will provide improvements that are consistent with the requirements of the project site's General Plan land use designation of Business Park.

3. Physically Suitable for Proposed Development – That the site of the proposed land division is physically suitable for the type of development.

   FACT: The project site is comprised of multiple vacant rectangular shaped parcels that are mostly flat. The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the adjacent freeway with Office zoned land north of the freeway. Land uses to the east include a mix of vacant Business Park, and residential zoned land. Land uses to the east include vacant Community Commercial zoned land. Land uses to the south include vacant RA-2 zone land on the other side of Fir Avenue/Future Eucalyptus Avenue with developed tract homes located approximately ¾ miles to the south. Overall, the project site is well suited for future development of industrial land uses.

4. Physically Suitable for Proposed Density – That the site of the proposed land division is physically suitable for the proposed density of the development.

   FACT: The project site is mostly flat and at grade along Fir Avenue/Future Eucalyptus Avenue. The parcel map is designed in accordance with the provisions of the City's Municipal Code. The project site is physically suitable for the subdivision.

5. Protection of Fish or Wildlife Habitat – That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

   FACT: A Final EIR has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA), concluding that with mitigation and as conditioned and designed, the proposed subdivision would result in less than significant impacts to Fish and Wildlife resources. The project has also been determined to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP).

6. Health, Safety and Welfare – That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

   FACT: As conditioned, the proposed parcel map would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the project site. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

7. Easements – That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

   FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility and storm drain easements.

8. Consistent with Applicable City Ordinances – That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

   FACT: The tentative parcel map is designed in accordance with the provisions of the City's Municipal Code.

9. Passive or Natural Heating and Cooling – That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The design of this parcel map, to the extent feasible, allows solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

10. Regional Housing – That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The project does not propose housing. The project would not increase the demand for housing beyond that anticipated in the City's Housing Element or the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, the project and/or its tenants and employees will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA09-0022, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Tentative Parcel Map No. 36207 (PA09-0022) to combine the existing five parcels located within the project site into a single 55 acre, subject to the attached conditions of approval included as Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA09-0022
TENTATIVE PARCEL MAP NO. 36207
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Tentative Parcel Map No. 36207 is approved for the purposes of re-configuring the existing five parcels located within the project site and creating a single 55 acre parcel with lettered lots for a storm drain channel and a future off-ramp for State Route 60.

P2. Development within Tentative Parcel Map No. 36207 shall be under separate review and approval of a plot plan or a conditional use permit application(s) and shall be subject to the requirements of the City's Municipal Code.

P3. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

P4. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

EXHIBIT A

P5. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. (MC 9.14.020)

P6. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P7. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Issuance of Grading Permits

P8. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P9. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P10. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. This shall include slopes associated with swales and basins. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. Graded slopes shall have variations that do not exceed 2:1 (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of any grading permits, any required final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P13. (GP) Prior to the issuance of a precise grading permit, the plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P14. (GP) Prior to the issuance of a precise grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P15. (GP) Prior to the issuance of any grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-Species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

<u>Prior to Recordation of Final Map</u>

P16. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all <u>commercial buildings</u> shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In

multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and

approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and

h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

~~PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION~~

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

~~General Conditions~~

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the

approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

~~Prior to Grading Plan Approval or Grading Permit~~

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries.

For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

~~Prior to Map Approval or Recordation~~

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree

to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one

lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

~~Prior to Certificate of Occupancy~~

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees

are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to

secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. **A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

d. **An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

e. **Any necessary corner cutback right-of-way dedications per City Standard 208.**

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.

LD67. Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.

LD68. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation

District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).

LD69. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.

LD70. Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.

LD71. Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

b. Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5

foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. "A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.

d. The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.

e. Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).

b. Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. **That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.**

d. **That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.**

~~PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION~~

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit

and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service

responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

~~PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION~~

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

<u>Prior to Certificated of Occupancy or Building Final</u>

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and

other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

a. Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.

b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.

c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and

Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

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MV00114516

PLANNING COMMISSION STAFF REPORT

Case:	PA08-0098 – Zone Change PA10-0017 – Municipal Code Amendment PA08-0097 – Plot Plan PA09-0022 – Tentative Parcel Map No. 36207 P08-133 – Environmental Impact Report
Date:	May 12, 2011
Applicant:	Ridge Rancho Belago LLC
Representative:	Dennis Rice
Location:	South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard
Proposal:	Plot Plan for a 937,260 square foot warehouse facility on 55 acres; a Zone Change from Business Park to Light Industrial; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal.
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

This project proposes the development of a 937,260 square foot warehouse facility on 55 acres. The project requires approval of a tentative parcel map, Zone Change and a Municipal Code Amendment, and certification of a Final EIR.

ATTACHMENT 8

PROJECT DESCRIPTION

The applicant, Ridge Rancho Belago, LLC, has submitted five applications for development of the West Ridge Commerce Center Project, which include a Zone Change, a Municipal Code Amendment, a Plot Plan, a Tentative Parcel Map, and an Environmental Impact Report, in order to develop a 937,260 square foot warehouse facility on a 55-acre site (Assessor's Parcel Numbers 488-330-003 through -006 and -026) located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard within Chapter 9.05 Industrial Districts of Title 9 and is presented as Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was a concern raised and reviewed for the project. Future Eucalyptus Avenue will separate the proposed project from the residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site, this residence and the vacant residential property to the south have been reviewed as sensitive receptors.

In order to provide greater compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone of approximately 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

Application PA10-0017 for a Municipal Code Amendment proposes to add a standard to the Light Industrial zone that would require industrial and warehouse structures greater than 50,000 square feet in building area to be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

If approved, the proposed amendment would be effective City-wide.

Please see Exhibit E to Planning Commission Resolution No. 2011-13 for a copy of the proposed revisions to Chapter 9.05 Industrial Districts of Title 9.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility, to be located on 55 acres located south of the Moreno Valley Freeway and approximately 650 east of Redlands Boulevard. The warehouse facility is a permitted use in the existing Business Park zone and also permitted in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas have been placed on the northern and southern elevations and are screened by perimeter concrete tilt-up walls with slopes with a tree row also required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted with groundcover and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide standard parking lot and setback landscape to include ground cover shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will be developed with curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

Site

The project site is comprised of vacant land that is mostly level and at grade with Fir Avenue/Future Eucalyptus Avenue and at or below grade of adjacent State Route 60. There are no trees, rock outcroppings or existing structures located within the limits of the project site. The project site includes a portion of the Quincy Channel which includes some riparian vegetation.

Surrounding Area

The project is located in an area that includes a mix of business park, office, commercial, residential and agricultural uses. Developed land within proximity to the project site includes citrus groves, the Moreno Valley Auto Mall and Moreno Beach Plaza (Walmart) center to the west at Moreno Beach Drive, the 1.8 million square foot Highland Fairview Business Park (Skechers) warehouse facility under construction to the east between Redlands and Theodore and large lot subdivisions approximately 1/4 mile to the south in the RA-2 zone. Developed uses to the north on the other side of State Route 60 include an RV storage site, a telecommunications antenna, a residence and a feed store.

The vacant 120 acre site to the west is currently proposed for development of a 2.2 million square foot industrial park by ProLogis, The site for this neighboring project is currently zoned Business Park, Business Park Mixed Use, R15, R5, and RA-2. That applicant is proposing a General Plan Amendment and Zone Change from existing zoning to Light Industrial.

Access

The project site will be accessed directly from Fir Avenue/Future Eucalyptus Avenue via Redlands Boulevard and State Route 60. This portion of Fir Avenue/Future Eucalyptus Avenue would be constructed by the applicant/developer as a condition of the project.

The driveways and interior drive aisles associated with the project have been approved by the Fire Prevention Bureau for fire truck access and turnaround. The site has also been designed for adequate truck maneuvering and turnaround within the designated loading zones located on the north and south elevations of the building.

Design

Site design of the proposed warehouse distribution facility is consistent with requirements of the City's Municipal Code.

The architectural design of the building is a concrete tilt-up construction. Building and wall colors include earthtones, with varying amounts of accent colors and vertical features to break up the architecture of building. Roof top equipment will be screened from public view by parapet walls.

Staff worked with the applicant to ensure that all sides of the building include architectural treatment. The loading bays and trailer storage areas along the northern and southern elevations have been screened from view. The screen wall along the south elevation is a fourteen (14) foot wall of concrete tilt-up construction which will match the building design and colors.

Landscaping for the site is proposed at around 13% of the site area including the water quality/detention basins. The City's Municipal Code does not require a minimum percentage of landscape on a site. Instead, there are requirements for landscape setback areas along perimeter streets, parking lot landscape, street trees and landscape treatments around the perimeter of the buildings where visible from the public right-of-way. The project as designed meets the City's current landscape criteria.

Signs are not a part of this approval and will be reviewed and approved under separate administrative permit.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed Zone Change and Municipal Code Amendment as well as the Plot Plan for the warehouse facility.

Upon review at PRSC on November 19, 2008, modifications were required to the site plan. Comments from staff included revisions to the layout of the parking lot, access from adjacent roads, screening, architecture, typical street sections, grading and the submittal of required technical studies.

Subsequent PRSC reviews occurred in May and September 2009, and April, August and November 2010. Upon review of a final draft of the site plan and completion of the Final Environmental Impact Report, a determination was made to schedule this project for a Planning Commission public hearing on May 12, 2011.

The applicant held a community meeting on February 27, 2008, to present the project to neighboring property owners. There were approximately 30 people in attendance. Concerns raised at the meeting were related to the proposed land use changes, traffic, noise, light and glare, aesthetics, quality of life, impacts to property values, air quality, crime, and storm runoff.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, draft environmental documents were prepared by the applicant's consultant Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the draft environmental documents for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required State and local agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. An additional two letters were received after the end of the review period.

Final Environmental Impact Report

Responses to the twenty-four comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Response to Comments and related documents were mailed to all interested parties and responsible agencies on April 28, 2011, to allow for their review prior to Planning Commission hearing, in excess of the minimum notice period of 10 days required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the document, these noted impacts above are considered to be significant and unavoidable.

Although impacts to traffic and circulation, air quality, noise, and aesthetics cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs or other beneficial project features versus project impacts that cannot be mitigated to less than significant levels. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant, or can be adequately mitigated below significant thresholds.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The Planning Commission will take public testimony on the EIR and project and forward a recommendation to City Council. Before the proposed project can be acted upon, the City Council will need to review the final environmental document, receive public testimony and either certify or reject the EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

Although the proposed Municipal Code Amendment will be effective Citywide, it is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all responsible reviewing agencies.

Agency	Response Date	Comments
Southern California Edison	October 27, 2008	No Issues
Riverside County Flood Control	December 1, 2008	District Master Plan Facilities

Conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2011-13 and thereby recommend that the City Council take the following actions:

1. **APPROVE AND CERTIFY** that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Exhibit A) has been completed in compliance with the California Environmental Quality Act; and

2. **APPROVE** Zone Change PA08-0097 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit B;

3. **APPROVE** Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial building from adjacent residential zones as shown on Exhibit C;

4. **APPROVE** PA08-0097 (Plot Plan), subject to the attached conditions of approval included as Exhibit D; and

5. **APPROVE** PA09-0022 (Tentative Parcel Map No. 36207), subject to the attached conditions of approval included as Exhibit E.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-13
   Exhibit A - Final Environmental Impact Report
   Exhibit B – Zone Change Map
   Exhibit C – Municipal Code Amendment
   Exhibit D – Plot Plan Conditions of Approval
   Exhibit E – Parcel Map Conditions of Approval
3. Site Plan
4. Elevations
5. Color Rendering
6. Cross Sections – Line of Sight
7. Preliminary Landscape Plan
8. Tentative Parcel Map 36207
9. Aerial Photograph
10. Response to SCAQMD comments
11. Response to Tom Hyatt comments

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MV00114526

3. Case Number:	**P08-133**	**Environmental Impact Report**
	PA08-0097	**Plot Plan**
	PA08-0098	**Zone Change**
	PA09-0022	**Tentative Parcel Map No. 36207**
	PA10-0017	**Municipal Code Amendment**

Case Planner: **Jeff Bradshaw**

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Vice Chair Baker and members of the Planning Commission. My name is Jeff Bradshaw. I'm an Associate Planner with the Planning Division. The item before you this evening is proposed by the Applicant; Ridge Rancho Belago. They have submitted five applications as part of this proposal. They include a Zone Change, a Municipal Code Amendment, Plot Plan, Tentative Parcel Map and an Environmental Impact Report and those applications are all part of a proposal to develop a 937,260 square foot warehouse distribution facility on a 55 acre site. This is located in the east part of Moreno Valley on the south side of the Moreno Valley Freeway, on the north side of Fir or future Eucalyptus Avenue and about 650 feet west of Redlands Boulevard. I am going to try to present the information to you as succinctly as I can. This is a fairly large project and somewhat complicated project so I hope you'll bear with me as I present the information and I want to make sure it is clear to you; both the Commission and the public.

Starting with the Zone Change, the project is currently zoned Business Park or BP. The General Plan designation for this site is consistent with that. It also has a Business Park General Plan designation. One of the standards of the Business Park zone is the limitation that it places on warehouse structures that are developed within that zone and there is a limit on individual structures being no larger than 50,000 square feet. The Zone Changes proposed in this case to allow for the building that is being proposed; a single structure that would exceed that limitation, so the change proposed is to go from Business Park to Light Industrial Zone and that will allow for the larger building. It is important to note that both the present Business Park Zone as well as the proposed Light Industrial Zone are both consistent with the underlying General Plan designation that is there on that site.

The Municipal Code Amendment that is proposed and if I could provide just a little background on that proposal…Under the current… one of the current standards again under the Business Park Zone is this concept that that district would act as a buffer or transition area between Business Park development and adjacent residential zoning and other sensitive land uses. Even though this site would be separated from property to the south by Eucalyptus Avenue, it is still in its present location located in proximity to residential zoning and so what is proposed by the applicant is to establish in addition to the Business Park

ATTACHMENT 9

separation concept; to establish an alternative or another way of buffering sensitive land use from these larger warehouse sites and so the proposal is a new standard or change to Chapter 9.05 of Title 9, the Industrial District Section and the concept is to add a requirement within the Light Industrial Zone that would require warehouse structures that are larger than 50,000 square feet be separated from any adjacent residential zoning by a minimum separation distance of 250 feet and that would be between the residential district boundary and any warehouse building or truck court loading area and that is a minimum. At the same time the language also suggests that that separation or buffering distance be determined by the results of Air Quality and Noise Impact Studies, so while 250 feet might be the minimum, we might have a project where the studies may actually ask for more than that and so the accompanied Municipal Code Amendment offers another way for development to occur in close proximity or adjacent to residential zoning. And for reference purposes the revised language that is being proposed to that section is attached to Planning Commission Resolution 2011-13 and that is included as Exhibit E for reference.

With regards to the development of the building, the structure that is proposed again is 937,260 square feet. The construction type that is being proposed is concrete tilt-up with architectural treatments on all four sides of the building. The colors for the building and the perimeter walls are earth tones with varying amounts of accent colors and vertical features to help break up the architecture. The facility as designed provides parking for both the trucks and for the employees and visitors to the site. There are 173 loading dock doors. This facility and the project as designed exceeds the City's requirements for parking for trucks, employees and visitors. The loading and truck areas would be screened from view from offsite. The truck court is enclosed by 14 foot tall perimeter concrete tilt-up walls that would screen the loading activities on both the north and south sides of the building. In addition to that, the activity there is screened by slopes and a tree row that also has been conditioned and required of the project along the State Route 60 frontage of the property. You might have noted on the Site Plan there is some area at the northeast corner of the property that extends out into what would be future Cal Trans right-of-way and that area will be maintained by the Applicant with some interim landscape until such time that the property convey to Cal Trans for development of future off-ramp improvements at Redlands Boulevard. As noted on the Site Plan the project has been conditioned and designed to accommodate required landscaping for the parking lot, the project's perimeter, the water quality basins and retention basins that are on site. All those areas will be landscaped to be consistent with the City standards. The future Eucalyptus Avenue frontage will include parkway, a sidewalk and there is also a segment of multi-use trail that will be built by the developer to satisfy City General Plan requirements.

I also wanted to point out some of the obligations that the Applicant has or the developer rather for street improvements associated with this project. They are required to construct at the Eucalyptus Avenue frontage across their site and that

improvement actually extends from their property eastward to Redlands Boulevard. They would be responsible for constructing Street A which is along the eastern property line of the project to a half-width. They are responsible for traffic signal improvements at Redlands Boulevard at the westbound off-ramp as well as at the intersection of Redlands and Eucalyptus Avenue. They will also be responsible for constructing an additional southbound lane on Redlands Boulevard that extends from the eastbound off-ramp down to Eucalyptus and finally they are also required to work with the City to construct turning lanes at a number of intersections there at Redlands Boulevard and the on and off ramps at the 60 freeway, so all of those are required of the project and must occur before occupancy permits are allowed for the building.

The project site is comprised of multiple parcels and so there is a Parcel Map that accompanies this development. The intent of that map would be to combine the five parcels into a single usable parcel so they can develop the 55 acres. It would also allow for the opportunity to convey property to both Cal Trans in the future for off-ramp improvements as well as the Riverside County Flood Control District to complete storm drain or channel improvements in the Quincy Channel along the western property line.

I want to provide just some background on the Environmental that is required for this project because of the scale and size of this project and the potential impacts that would result from its construction. An Environmental Impact Report was required for this project and going back to when this project was submitted, Staff had the opportunity to work with an Environmental Consultant to prepare an Initial Study Check List and out of that Check List it was determined that there were some CEQA categories that needed to be examined further. There was a Notice of Preparation of an EIR that was circulated in October of 2009. The result of that was the City was able to receive responses from various responsible agencies and members of the community. Here they identified concerns that they had with that document. And were able to hold a public meeting in October of 2009 for their input. That information was used in the preparation of a draft document that was prepared and routed to Staff and to a third party; a peer review consultant that was hired by the City to assist in the review of that document and over the course of the next year we worked with the consultant in the preparation of that document. When that document was complete and ready, it was made available; the draft of that document was made available to the public for comment and that was a period that began in October of 2010 and ended on December 6th, 2010.

Again as part of that process we held another community meeting and were able to receive comments from the community as well as other responsible agencies about that document. Following that response period City Staff worked with the consultant to prepare responses to those comments and was able to complete the final EIR and make the response to comments available and distribute those in April of this year.

The Staff Report when it was circulated to you included both the draft document as well as the response to comments and hopefully you had an opportunity to be able to review that information. Another effort the City made to be able to put the information out and have it available for the public was placing it online on the City's website for access as well as making it available in a hardcopy format at both the City and at the library. Again as we examined the project, there were a number of categories that were identified as having the potential for having impacts and through the review of the project it was determined that mitigation measures were required in some instances. Those have been introduced in the document and are included to help reduce impacts where possible. There are categories or instances where the impacts were not reduced to less than significant levels but in all instances mitigation measures have been applied and the impacts reduced to the extent possible.

The EIR did include mitigation measures for the following categories and the intent again to reduce impacts and those are for traffic and circulation, air quality, greenhouse gas emissions, noise, water supply, cultural resources and biological resources as well. The analysis in the EIR indicated that the project would have a number of potentially significant impacts and again in some of those categories and those include traffic circulation, air quality, noise and aesthetics. The EIR identifies mitigation measures to help reduce those, but even with mitigation the categories that I just listed do result in some impacts that can't be reduced to a less than significant level. The California Environmental Quality Act does allow for the decision body which would be the City Council to ultimately consider in instances like this a Statement of Overriding Consideration and make findings in response to that situation and if the decision making body were to determine that the benefits of the project outweigh the adverse environmental effects, it could approve the project with a Statement of Overriding Consideration.

The project presented this evening; standard notification was completed for this project. A Display notice was published in the newspaper; the site was posted as well as notices being sent to all property owners within 300 feet of the property and of this evening I had received 6 comment letters connected to this evening's public hearing and this would be in addition to any comments that were provided through the review of the environmental document. I believe copies of that correspondence was provided to you and there should be copies on the dais and those were letters that were submitted to us from the Sierra Club; from South Coast Air Quality Management District; from Johnson and Sedlack which is an Attorney that represents some residents here in town; some organizations and then also from an individual named Paul Claxton and so all that information has been made available for you.

Additionally there was a memo prepared this evening. It is the yellow correspondence that you have and the intent of that memo is to identify some corrections that Staff noted that needed to be made to the Resolution and was one of those was a correction to some text that shouldn't have been in the

Resolution; it was an oversight. It was text from another project that needed to be deleted and the other was some additional language that we felt made your action this evening, if you choose to approve the project or recommend approval rather, to make that action more complete. I believe that Transportation had one correction that they were going to suggest to the Conditions of Approval, so I'll give some time to Michael Lloyd from Transportation.

TRANSPORTATION ENGINEER LLOYD – Good evening Commissioners, this is Michael Lloyd with Transportation Engineering. I'd like to provide some clarification on Condition TE10. The condition was intended for Redlands Boulevard and the way it was worded initially wasn't clear, so I'd like to amend the condition such that it would read "prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane, additional southbound lane on Redlands Boulevard from the State Route 60 eastbound ramp to future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16 feet". Thank you.

PLANNING OFFICIAL TERELL – Yeah and with that I believe that the Community and Economic Development Director wanted to follow-up on Jeff's report.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Thank you. I'm Barry Foster. I'm the Community and Economic Development Director. I just wanted to offer up some ideas from an economic development standpoint and offer my support for this project. I hope that you got a copy; I actually gave out a table. Did you all get a copy of that? I hope you are aware that a couple of weeks ago the City Council actually approved an Economic Development Action Plan and with that Action plan we're looking at accelerating and doing a number of different things in the next two years to really help with development in the community, but most importantly we are looking to increase employment opportunities; create jobs in this community. We think that the driving force in improving the economy in Moreno Valley is to help with the job market; is to address the fact that we've got a 16.2 percent unemployment rate.

A lot of our residents that do have employment have to leave the community for work. I think in the past couple of years, we've done a fairly good job of creating jobs. We've created over 3,600 jobs in the last few years in some very challenging economic times but we really need to do a lot more and so really the focus of that Economic Development Plan is to look at opportunities at a number of areas in the community to try to create more jobs; more employment opportunities for our residents and I think that if you look at these charts they are pretty eye opening in looking at the challenges that we face and kind of where we are at right now. If you look at the top one we are looking at a number of communities in the Inland Region that are fairly similar in size to Moreno Valley with the exception of maybe Chino in terms of population, but you can look really at the work force that is currently there in those other communities versus the

housing units in those communities and that is really what you striving to do is you are looking for a balance between the number of housing units and the jobs that you have in your community. That is not the number of people; that is not your residents that have jobs; that is the jobs that you have in your community; that are situated in your community. If you look at that list, the only community that is upside down is Moreno Valley. We really need to do a lot better job at creating employment opportunities here in this community and really try to improve that balance. We are significantly out of balance right now. If you drop down to the second group on that table, you can look at those same communities and look at the inventory that is currently developed for Industrial and Business Park in those communities and jobs again; and again we are very lacking in terms of inventory.

With opening of Skechers, we'll have 10.1 million square feet in this community. That is very low in comparison with those other communities that are very similar in size and population. Even the City of Chino which has half the population that we have has 30 million more square feet than we have right now. We need to provide opportunities to have industrial distribution logistics in this community. That is the one way that we are going to help stimulate and produce new employment opportunities and jobs in this community that our residents desperately need to have. If you go down and look at the last part at the survey; that is a current survey that shows the zoning that is currently in place. The project that you are looking at tonight has a Business Park zoning already in place and we're also looking at Industrial, so even including the zoning that you already have in terms of the Business Park, we have 9 percent. At the height; at the top there is Ontario with 25 with the vast majority of those communities are somewhere in the middle there. What is the sweet spot? Where should we be?

I'm not offering any ideas now, but it is certainly should be higher than what we have, so that Economic Development Action Plan that we are really advocating is looking at ways to re-zone areas that are undeveloped to produce jobs. If you look enough people would counter and say we'll got all this property in the south part of town in the Industrial Specific Plan area; you've got some property across the street here. If you develop what is currently zoned there and there are a lot of projects that are being looked at in those areas, you will probably have another 12 million square feet that you could do fairly easily. You still are only doubling what we currently have. You are still nowhere near where the rest of these communities are at. You are really selling yourself short in terms of having available undeveloped land for opportunities with zoning for distribution, light manufacturing and logistics. You are really selling yourself short to have those opportunities for that kind of development, so that's why we are looking at and trying to stress that there are opportunities in the east part of Moreno Valley in that Rancho Belago area where this property is located in to look at opportunities; to make sure that we have property that is zoned properly that can produce jobs.

The real question with this project is it is currently zoned Business Park, so you are not allowed to do a building greater than 50,000 square feet. It is the same situation that Highland Fairview had with Skechers. It had the same zoning in place. It is do you want a number of small buildings or one large building that can be master designed with four sided architecture and all those kinds of things… with this property if you kept it in place with the way it is you could do 19 or more smaller buildings 50,000 square feet or less. That market is not here. I really don't know when that market will come back. That market of those small industrial buildings it is just not here and I really don't know when and if it will come back again.

The opportunity where the large retailers are looking for is what Skechers did. It is taking 5 buildings that they currently have in Ontario and Mira Loma and putting them into one 1.8 million square foot facility that is better planned and better designed. Skechers saves 15 million dollars annually on their operating costs by moving to that facility. It is state of the art in terms of automation and everything else. It still produces 1,100 jobs; different kinds of jobs. They are not the old school fork lift and all that kind of thing. It is higher tech. It is all computers and that and that is really the direction that logistics is going to, but they are consolidated into one large building and saving money. That is what a number of retailers have seen and that is what they are looking and they need more product; they need opportunities to have those kinds of buildings and that is what the developer is proposing, is one 965,000 square foot building rather than 19 or more smaller buildings. The developer has a solid track record. They have built a lot of projects across the street. They are a national developer. They brought in Serta Mattress; Minka Lighting, ResMed, Frazee Paint and we are working on tentative improvements for Harbor Freight right now. They brought in National…Very respected companies that have produced jobs for this community.

That is really what we need. We need to look at opportunities and make sure that we the proper zoning in place, so this project has done all the EIR's; they've done… there are 80 pages of conditions of approval for this project. They have a significant buffer from the residential, but really the question is do you want 19 or more smaller buildings or do you want one large building. That really is the question, so with that I think from an economic development standpoint, certainly we support the project and I'm happy to answer any questions.

VICE CHAIR BAKER – Are there any Commissioner with questions for Staff?

COMMISSIONER OWINGS – Could I start up?

VICE CHAIR BAKER – Go for it Tom

COMMISSIONER OWINGS – Okay first of all I'd like to clarify something for the new Commissioners so should I address you Mr. Bradshaw?

ASSOCIATE PLANNER BRADSHAW – I'd be happy to try to answer any questions that you have.

COMMISSIONER OWINGS – Because this Applicant is asking for a Zone Change, doesn't the Planning Commission have the absolute discretion as to whether or not to grant approval for this zone change? In other words take for example last week… a guy comes in and he has a little 16 house housing unit and it meets all the standards; it meets all the criteria; the Planning Commission would be hard pressed to not approve that without a really proper statement of findings, but in this particular case isn't it true that we have absolute discretion whether or not to approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – This type of a change along with the Municipal Code Amendment starts with the Staff presentation to the Planning Commission and their role is to review the information and make a recommendation.

COMMISSIONER OWINGS – No I'm not questioning that, I'm just trying to find our proper role. We have absolute discretion don't we whether or not we approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – The result of this evening would be a recommendation to Council.

COMMISSIONER OWINGS – Right, but we have absolute discretion, correct?

PLANNING OFFICIAL TERELL – That's correct Commissioner… this is what is called a discretionary review and therefore the Commission has as you said absolute discretion to recommend approval, denial or something in between.

COMMISSIONER OWINGS – So if you have absolute discretion we could potentially bargain for something that would go some standard in excess of the current standards for our approval, correct?

PLANNING OFFICIAL TERELL – You can ask…

COMMISSIONER OWINGS – We'll that's a bargain. Both parties have to agree right… we established that earlier

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - Okay I can tell that I'm not going to be a second term Commissioner. Can you tell that right now? You know first of all has there been a tenant identified for this?

PLANNING OFFICIAL TERELL – Well that's really a question for the Applicant but our understanding is there is not a tenant.

COMMISSIONER OWINGS – So this is a spec building so we have no idea what type of business that is going to be housed in this 930,000 square foot building, correct?

PLANNING OFFICIAL TERELL – The specific type; no. It would have to be a range of business that is permitted in that zone.

COMMISSIONER OWINGS – So I looked at the South Coast Air Quality thing and you guys are the experts on all of this and this is a bit above my pay grade in terms of understanding some it, so we have to rely on you to make sure that I do and I do trust the City Staff to make the proper direction or to make the proper responses, but isn't a little hard to ascertain what the traffic would be on Redlands Boulevard if we don't know what type of business is going to go in that 900,000 square foot building.

PLANNING OFFICIAL TERELL – Well I'll defer to Michael Lloyd to answer that question but typically this is a term of our… we look at what is called the reasonable; it's often called worst case development based on agreed standards and I'll let Michael kind of explain exactly how…

COMMISSIONER OWINGS – Well I don't really want to get into lengthy detail, what I just really want to do…

PLANNING OFFICIAL TERELL – Oh it will be short

COMMISSIONER OWINGS – Okay, I just want a general answer to the question in general. Wouldn't it be kind of hard to ascertain the impact to the community both on traffic or pollution? It seems like I read through all of these people's concerns. They seem to center around traffic on the 60 center, traffic on Redlands Boulevard and they center on overall air quality as a result of the trucks etc, so it seems to me that it is a bit difficult to ascertain with any degree of accuracy unless we know what type of person is going to go into it and I'm just looking for sort of a general idea of whether you agree with that or not.

PLANNING OFFICIAL TERELL – Well the assessment was done as this being a warehouse facility, so it is a facility that has a certain number of truck docks and there are averages; accepted standards, but again I'll defer to Michael to talk about that.

COMMISSIONER OWINGS – Okay Michael… you know because there seems to be quite a bit of difference between and take for an example a Big 5 in Riverside across from Raceway Ford and the Skechers plant up here. You know Skechers has lots of truck bays. They may not be all used at one time. They

may be used sort of for storage until they are filled or until they are directed. The Big 5 is not quite like that and you know from an honest observation of a neighbor of Big 5 which is close to a million square feet, I never see a truck go in or out of it. I would say the impact to the traffic in front of Raceway is almost negligible if any. The employees create more of a traffic problem than the trucks or anything so that is quite a different plant than maybe might or warehoused or might be placed in this particular project, correct.

TRANSPORTATION ENGINEER LLOYD – Correct… there is variation from warehouse to warehouse but as John indicated the standards that we follow are based upon averages, so the calculations are based upon observations as you indicated where there are some warehouses that have lower truck volumes versus warehouses that would have higher truck volumes and we develop averages and then apply it to the proposed project's total square footage and then distribute that traffic onto that street system for analysis.

COMMISSIONER OWINGS – Okay thank you. John it is my understanding that Fairview Highland is prohibited from any traffic on Redlands Boulevard as a result of an agreement between Highland Fairview and the Sierra Club. Is that correct?

PLANNING OFFICIAL TERELL – They are… there is a preclusion of opening up the road that connects to Redlands Boulevard until a future phase of that development and there is a restriction on the …

COMMISSIONER OWINGS - … truck traffic on Redlands Boulevard, right? That is why all truck traffic in Highland Fairview is directed to Theodore?

PLANNING OFFICIAL TERELL – Well as part of Phase 1, it is all directed to there because there is no connection to Redlands in Phase 1, but by Phase 3 there will be a connection and trucks will be directed to Theodore. Obviously once a truck leaves that facility it can't be prohibited from going to Redlands because Redlands is actually a truck route, but the intent and the agreement as you said with the Settlement Agreement subsequent to the approval of that project did kind of give a proactive requirement on the part of Highland Fairview as the landlord to direct trucks towards Theodore.

COMMISSIONER OWINGS – So you say you know Redlands Boulevard is a truck route, so if you know could you please tell me the basis on which the Sierra Club made that part of their agreement with Highland Fairview. I mean what was the purpose of it; what was their concern and how did the agreement resolve their concern or address their concern?

PLANNING OFFICIAL TERELL – Well I can't speak for them. I think there was a concern of adding a lot of truck traffic to a route that is heavily used for commuter traffic primarily from Moreno Valley to the freeway or from Moreno

Valley to and from Redlands, so there was a concern about if trucks go to Redlands they might be more likely to drive north to and through San Timoteo Canyon to get to the 10 freeway, so I think that was as I recall was their major concern was that trucks needed to be directed towards the freeway.

COMMISSIONER OWINGS – That concern would be just as valid for this proposed project wouldn't it as it was for Highland Fairview?

PLANNING OFFICIAL TERELL – I can't speak for them…

COMMISSIONER OWINGS – In your opinion

PLANNING OFFICIAL TERELL - … but I would suspect they might have a similar concern as I think is expressed maybe in some of their comment letters in the Environmental Impact Report.

COMMISSIONER OWINGS – So maybe impossible to direct traffic from the new project to Theodore but is there a similar possibility of a solution that Sierra Club was able to work out with the developer of Highland Fairview with the current developer of this proposed project?

PLANNING OFFICIAL TERELL – There are not the same options for this property. Obviously this property is much smaller than the Highland Fairview project. It is roughly a third the size of that and truck traffic can go towards Redlands or at some future date could go towards Moreno Beach, which I'm not sure that is a better alternative.

COMMISSIONER OWINGS – Okay, when addressing Tom Hyatt's concerns in your packet in locating the warehouse to another area, the City Staff recommended five alternative sites and reasons why the five alternative sites were not suitable. Noticeably absent from the list was Highland Fairview's property which has approximately 20 to 40 million square feet of available warehouse space. Is there a reason the Staff did not include Highland Fairview in the analysis?

PLANNING OFFICIAL TERELL – Are you referencing in the alternative section of the EIR? I think the…

COMMISSIONER OWINGS – Well in your response to Tom Hyatt's letter, you stated that you had Staff look at the available sites and there were five and there were actually four but you added a fifth one and that none of those sites were really suitable for this project, so I was just wondering why Highland Fairview was not on …

PLANNING OFFICIAL TERELL – The reason is because other than the Skechers facility, the Highland Fairview property to the south does not currently permit this kind of development on it.

COMMISSIONER OWINGS – Well neither did some of the sites that you proposed as alternate sites, so I don't see that as a criteria for excluding it. You even mentioned in one of your comments that some of those sites would require a zone change.

PLANNING OFFICIAL TERELL – Well I guess I need you to reference the particular page because I am not the person that responded to that.

COMMISSIONER OWINGS – It was actually Jeff because it is unfair to put you on the hot seat. But anyhow is there any reason why Highland Fairview was not included as a potential alternate for a site when you were responding to Mr. Hyatt.

PLANNING OFFICIAL TERELL – I can't think of a particular reason why it would not have been included or it was not included.

COMMISSIONER OWINGS – Okay, alright, this question is for both I think for you John and for you Mr. Foster. It is my understanding the City and you just kind of eluded to that fact, just to prove a City Development Plan or I think that is probably the wrong terminology but you get the idea… what is it; the Action Plan last month and you know from what I read off of the website it was approved by City Council 5 – 0 which designated the area east of Redlands Boulevard as the future corporate park development. How does this project fit into that development plan? Why doesn't it? If the City Council directs in their plan that this type of development would be placed east of Redlands Boulevard, why are we recommending approval for this plan at its current location?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'm not sure specifically mentioned east of Redlands. It talked about the Rancho Belago area and that's a much bigger area.

COMMISSIONER OWINGS – It does mention that particularly east of Redlands Boulevard.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I think it was specifically talking about the Moreno Highlands Plan.

COMMISSIONER OWINGS – Let me ask you a question. If it says, if the current plan approved by the City Council says that this type of development should occur east of Redlands Boulevard, would that alter the Planning Staff's opinion of the project?

PLANNING OFFICIAL TERELL – No, I believe and if I can speak to the most recent action by the City Council; that related to creating additional General Plan designated areas where industrial development could occur and this particular site is already in the General Plan allowing industrial uses.

COMMISSIONER OWINGS – Well it is not allowing the use that they are asking right now or we wouldn't be talking about it.

PLANNING OFFICIAL TERELL – That's correct, but it does allow industrial uses.

COMMISSIONER OWINGS – Alright, I'm bordering on arguing here and I'm sorry. Did the Planning Staff give consideration to require the consistent architectural design consistent with Highland Fairview's building be made a condition of this project to prevent the area from becoming a hodge-podge of building designs. If you look at the industrial site on Sycamore Canyon between Alessandro and Box Springs, it looks like a checkerboard. It looks like somebody said let's try this and let's try that, let's try this and you know this is going to be visible from the freeway and if we are trying to make Rancho Belago into a up-scaled community development park why wouldn't higher standards be required of this building, so the simple question is did you consider it?

PLANNING OFFICIAL TERELL – Well I'm not quite sure what you mean by higher than what?

COMMISSIONER OWINGS – Well you know I'm not talking but beauty is in the eye of the beholder, whether it is a pretty building or it is an ugly building, but it seems to me that there could have been some consideration given and I just want to know if you did to making this project a condition of approval for the zone change that this builder; that this development be consistent in its architectural design with Highland Fairview.

PLANNING OFFICIAL TERELL – And I guess the quick answer to that is no. This is not part of a Specific Plan that has established a particular type of design. Staff did look at this and wanted a high quality of design and also if you look at it, it includes of similarities. The color palette is similar. It is basically white. Most of the building is white and it also includes the spandrel glass which is a material that is very prevalent on the corners of the Skechers building.

COMMISSIONER OWINGS – But there would be nothing that would prevent this Planning Commission to make that a condition of approval, would it?

PLANNING OFFICIAL TERELL – I guess if we could define what that meant…

COMMISSIONER OWINGS – Well at least consistent with the project. I think that's pretty clear. I have seen that lots in Planning Commissions.

PLANNING OFFICIAL TERELL – I would ask for clarification of it because we would not… I mean Planning Staff would never recommend that this building look exactly like the Skechers building. Probably different than Sycamore Canyon which I agree there is quite a variety of architecture over there and colors; is the Ontario Business Park east of the Airport. It is actually a Specific Plan but you look at the buildings and they are sort of different but they all kind of blend in.

COMMISSIONER OWINGS – John you know there is no standard for Moreno Valley for this; there is no City standard, so the Planning Commission has to act as that standard. Wouldn't you agree? We have to be the one that set the standards.

PLANNING OFFICIAL TERELL – You need to provide direction to set the standards. That is correct.

COMMISSIONER OWINGS – So if we want to have an upscale development park there, shouldn't some consideration be given to creating a building that is consistent with the largest building in the City?

PLANNING OFFICIAL TERELL – And I guess my contention would be that it is.

COMMISSIONER OWINGS – So then Mr. Foster I just was wondering instructionally, could you tell me what the definition of work force is on the chart you passed out.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is all jobs in that community. I don't have a break down on types. It is total work force.

COMMISSIONER OWINGS – When you say all jobs is that all jobs held by people who live in Moreno Valley or is that all jobs held by anybody?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, those are jobs that are currently in Moreno for all types and that is the same thing with those other communities.

COMMISSIONER OWINGS – So for example taking Ontario, we don't really know if anybody that works; that 107,000 do we know if they live in Ontario?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – We don't, so that might be an unfair comparison right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No what we are looking at is a jobs balance of housing units…

COMMISSIONER OWINGS – But it really doesn't measure employment in Moreno Valley does it?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No it does not.

COMMISSIONER OWINGS – Thank you. Alright, Industrial Business Park down here where you have these percentages is for each of those, are you trying to equate Industrial Business Park square footage with the percent with employment? Is that what you are saying that there is a direct correlation?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That's the percentage of Industrial and Business Park zoning in Moreno Valley and those other communities and there is a correlation between the jobs that you can produce from that kind of development.

COMMISSIONER OWINGS – But there might be other factors that might cause Moreno Valley for example to be less than Ontario that are not taken into consideration in this analysis?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes there is

COMMISSIONER OWINGS – Thank you and there could be many factors, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Thank you… so the real question is my opinion… Let me ask you a question too. What is your official title for the City?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Community and Economic Development Director

COMMISSIONER OWINGS – So are you John's boss?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Do you feel a bit funny about advocating so heavily for this in front of this Planning Commission when in fact they are supposed to be the City Staff and take an objective look?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – My comments were from an economic development standpoint.

COMMISSIONER OWINGS – Well I appreciate that you are wearing that hat, but when you are back in the office does that present a problem?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – Thank you. So that's about it. Thank you.

COMMISSIONER VAN NATTA – I wrote a list of questions and you have hit most of them already but I do have a question. Isn't there plans in the future for a school over on that side of town like maybe north of the freeway north off of Ironwood someplace or sometime in the future?

PLANNING OFFICIAL TERELL – The School District is considering two potential sites for a future High School. They have not yet made a determination. One of those is on Ironwood west of Redlands and the other is at Ironwood and Nason.

COMMISSIONER VAN NATTA – Okay would it be likely that students from the south side of the freeway would be attending that school?

PLANNING OFFICIAL TERELL – It's hard to tell but one of the other things that I participate in is the School Attendance Boundary Committee as a representative and the intent of the School District Staff in looking for High School 5 is really to have all students north of the freeway go to a high school north of the freeway. Valley View High School which is the closest High School in that location, half of their students come from north of the freeway, so one of the thoughts about having High School 5 north of the freeway is that they could have the freeway as a dividing line for school attendance boundaries, but there is nothing to say that students south of the freeway might not attend there just like students north of the freeway now attend Valley View.

COMMISSIONER VAN NATTA – Okay because I'm looking at the traffic patterns here and I'm concerned about people who are going to the north side to the south side, whether it is for work or whether they are driving through San Timoteo to get to work or something like that because if Redlands is now going to be used as a truck route in and out of this location and Moreno Beach is a very busy intersection there with all the businesses and everything and Theodore is being used by trucks, that really limits the amount of access that people south of the freeway have to north of the freeway or to that route up there through the hills to go to work in San Bernardino or Redlands or any place up there and I remember all the debate that went on about building the Highland Fairview project and people concerned about traffic and I remember how strongly it was emphasized that oh no it is not going to be a problem. All that traffic is going to in and out of Theodore and I even saw I thought at one point an architectural rendition showing how it was going to be developed along the future Eucalyptus Avenue to where the trucks could not even go through there to get back onto the

freeway, they would have to leave the Highland Fairview project, go to Theodore and get on the freeway, so this comment about them being able to use Redlands in the future was a little puzzling to me because I thought it was really clear that the truck traffic was going to be on Theodore.

PLANNING OFFICIAL TERELL – That is the intent of that project and that is the commitment of the developer of that project. The graphic that was shown that I think showed kind of and looked at what is similar across Sunnymead Boulevard as you get up at Frederick, but that is not a requirement of that project. It was just a suggestion that they had or something that might prohibit or you know really make it physically impossible for trucks to go towards to Redlands. The reality is that they've made an affirmative commitment to direct to director traffic to Theodore, but in the final analysis, they can't. It would be very difficult to never have a truck go that way, but your question I think was what is the impact on Redlands Boulevard relative to truck traffic and I'm going to defer to Michael Lloyd because that is an element of the Traffic Study to identify how many trucks and motor vehicles would be accessing Redlands Boulevard to get to the freeway and what is the mitigation to make sure that with that additional truck traffic, should it be approved, that street still operates at a safe and appropriate level consistent with our General Plan.

COMMISSIONER VAN NATTA – And as an add-on to that question I would ask other than I heard you speak about a traffic lane on Redlands Boulevard, but I didn't hear about any specific improvements that this developer would be contributing to on the Redlands interchange. I think it is going to need more than just adding a simple traffic lane to do that and recalling again what we went through on the approval. I mean I watched all the meetings and everything like that and all the things that were required for the development for Highland Fairview. Are there similar mitigations being required of this developer? How much money is going to be put into developing freeway on-ramps and off-ramps and that whole interchange there that is going to be chargeable to this site which isn't a third of the Highland Fairview but more like 40 percent?

PLANNING OFFICIAL TERELL – Well Highland Fairview is actually approved for 2.4 million square feet of industrial and then it has its commercial in addition to that, so it is the total and not just the current building, but yes there are similar mitigation measures and I'll defer to Michael to kind of list those briefly.

TRANSPORTATION ENGINEER LLOYD – Good evening again; Michael Lloyd with Transportation Engineering. Based on the Traffic Study that was conducted for this project, the project applicant would be required to install a traffic signal at Redlands Boulevard and the State Route 60 westbound ramp. They would also be required to install a traffic signal at Redlands Boulevard and Eucalyptus Avenue. The applicant would be required to construct an additional southbound auxiliary lane along Redlands Boulevard between State Route 60 eastbound ramp down to Eucalyptus Avenue. The applicant would also be required to

improve the intersection of Redlands and Eucalyptus to include turn lanes; that includes a northbound left as well as a southbound right turn lane. The project applicant would also be required to improve the intersection of Redlands Boulevard and State Route 60 eastbound ramp to provide turn lanes. Currently there is a northbound left turn lane. This project would be required to install in the eastbound direction a left turn lane as well as a right turn lane. Currently there is only one lane there, so this would be required to put in an additional turn lane to accommodate the right turning trucks and cars. This project would also be required to install improvements at Redlands and the State Route 60 westbound ramp. I don't recall off the top of my head and I apologize what turn lanes are out there currently today, but I believe there is a northbound through lane; a southbound through lane and this project would be required to construct a northbound right turn lane again to accommodate traffic from south of freeway turning onto the ramp and those are the specific improvements that this project would be required to construct.

PLANNING OFFICIAL TERELL – And those would be similar but not the same as the improvement that Highland Fairview is doing on Theodore.

COMMISSIONER VAN NATTA – Uh huh, so that is in anticipation of a great number of trucks going up and down on Redlands which still doesn't address the fact of what about people going in private cars north and south of the freeway. That still doesn't leave us a safe and easy way to get across without being subject to additional traffic there, but okay I see…

PLANNING OFFICIAL TERELL – There will be additional traffic and there will be truck traffic, so I think the Traffic Study shows that it would meet the standards for the City of Moreno Valley for its General Plan, but again it is obviously going to be more traffic than is there today and trucks that are not there today.

COMMISSIONER VAN NATTA – But what is difficult is gauging the amount of traffic because we were able to take a look at and you know count how many trucks was Skechers going to use because we knew who the tenant was going to be and what are their plans and when do they run and everything else like that, but this still leaves a lot of questions about that. My other question has to do with the chart that you gave us and you are comparing several different communities here to Moreno Valley, but then when you get down into the Industrial and Business Park zoning who have included a couple of other communities. I just want to make sure John was listening because I had a question.

PLANNING OFFICIAL TERELL – I'm sorry… I was just checking because we were thinking that the Traffic Consultant that prepared the study; obviously Michael reviewed it and is very well versed in the City's standards, but it is our understanding that the Traffic Engineer who prepared the Study that was reviewed by Michael is also here, so if we need him I just wanted to verify that but I'm sorry, your question…

COMMISSIONER VAN NATTA – Okay… yeah but just in response to that, that still is using supposed numbers of maybe and we don't know until we know who the tenant is going to be on that property how it is going to be affected.

PLANNING OFFICIAL TERELL – Right and the reason we do that is because first of all a tenant is not… let me go back. For the Highland Fairview project, the analysis was done the same way as the analysis for this project. The added information was for Skechers as they had more specific information which was lower than what the study indicated, so it was just more information, but the standard; that project was actually reviewed based on the same standard of an average and Skechers identified their truck traffic is lower than the average and whether that changed the decision or not I'm not sure, but the other thing to take into account is once a building is built, we can't assume that the same tenant will be there until the building is torn down or redeveloped, so that's why we have to look at it at this average.

COMMISSIONER VAN NATTA – I understand that when you have somebody in with a 20 year lease or something, at least you know you have some certainty of what is going on for the next 20 years. In looking at your chart here with your Industrial Business Park zoning and the other cities that have been added here and you said there is correlation to employment levels and the amount of Industrial and Business Park zoning in a city, does that mean that Perris with 21.7 percent of Industrial and Business Park zoning as compared to Moreno Valley's with 9 percent has a lower unemployment rate?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER VAN NATTA – I didn't think so

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – We didn't have the work force numbers for those three communities so we didn't include those.

COMMISSIONER VAN NATTA – Because it is my understanding that Perris' unemployment level is just as disastrous as Moreno Valley's and yet they have more than double the amount of Industrial and Business Park zoning within their City, which there again we get back into we don't who the tenant is and it is kind of like if I wanted to rent out a room in my house because I need more money, I'm going to very, very careful who I rent to because I want to protect my children and I want to make sure it is safe and everything like that and knowing who is going to be moving in is kind of a nice thing to know if we have it and in this case we don't have it. All we know is that it is going to increase truck traffic on a street that we as the residents were told before was going to be protected from truck traffic. I guess I'm arguing and I should be just asking questions. Okay that was all I had to know.

COMMISSIONER SALAS – I'm kind of confused. Are we adding a lane to the ramp or are they going to add a lane or are they going to widen the ramp… I mean the bridge over the freeway? Are they widening that?

TRANSPORTATION ENGINEER LLOYD – They would not be conditioned to widen the bridge structure.

COMMISSIONER SALAS – So in other words we're going to add lanes that are going to funnel down to one lane because that is only a one lane going across. Is that correct?

TRANSPORTATION ENGINEER LLOYD – That is correct

COMMISSIONER SALAS – That's not good

COMMISSIONER OWINGS – Just to follow-up to your question, when you say you know if they have been moved out 12 years; a tenant moves out in 10 years, John wouldn't they still be bound by the conditions of approval if they moved in 20 years from now or 30 years and then they'd be right back here asking us to amend those conditions, so it's not really an accurate analogy is it?

PLANNING OFFICIAL TERELL – As long as they can continue to meet the conditions of approval and typically the environmental is done for this broader range of possibilities and not just a specific tenant. That was my point.

COMMISSIONER OWINGS – If Big 5 went out of business tomorrow in their distribution center across from our dealership, any potential tenant would be bound by any of the conditions of approval for that project and they would have to come here or to the Planning Commission in Riverside to seek changes to it, so it's not like it's open season when someone moves out.

PLANNING OFFICIAL TERELL – No, they still have to comply with the conditions of approval and again the conditions of approval, other than special conditions that might have been added are based on the averages. They are not based the specific tenant.

COMMISSIONER OWINGS – So and then on these Industrial Business Park zoning statistics we really probably should have a breakdown between the Industrial and the Business Park portion of it; right, the large buildings versus the small buildings for each of those cities before we can make any real beginning of any kind of analysis as to which one of those types of businesses produces the most business. Now I understand now that the current business climate says you know the bigger buildings are more in favor than the smaller buildings, but there is no real correlation between the size of the building and jobs created are there?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – There is not and cities will differ in terms of what they classify as a Business Park. Not every city is unique to what Moreno Valley does where they require that 50,000 square feet or smaller. There are a lot of communities that would have Business Park zoning that would require a larger building.

COMMISSIONER OWINGS – You know I just, if by manner of just reminding everybody the definition of average; it is the best of the worse and worst of the best, so depending on where you fit in on that average, it could be good or it could be bad, so that is just more of a comment.

VICE CHAIR BAKER – Okay, is there anyone else for comments to the Staff?

COMMISSIONER OWINGS – I do have one. I hate to belabor it but intellectual honesty demands me to ask you this question. Paul Claxton writes and he says I can hardly wait for 200 semi trucks an hour to roll down the 60 Freeway, Ironwood and other streets creating the noise and the pollution. That is not a factual statement is it?

PLANNING OFFICIAL TERELL – That is related to the Skechers warehouse, right; the comment…

COMMISSIONER OWINGS – Well right, but even that… is that factual?

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – It is not factual, so what would that actual number be?

PLANNING OFFICIAL TERELL – Something less than 200… There was a number there and I thought it was something of over a little over a thousand was the average… kind of the… It wasn't related to the specific… I believe with Skechers it was a very low number because they knew exactly how many trucks that would be coming in and out of there…

COMMISSIONER OWINGS – And they certainly wouldn't be on Ironwood would they?

PLANNING OFFICIAL TERELL – No, Ironwood is not a truck route is it?

TRANSPORTATION ENGINEER LLOYD – That is correct. Ironwood in this particular area is not a truck route and so they would be prohibited from using Ironwood.

COMMISSIONER OWINGS – Well he goes onto say this warehouse hasn't created a single job in the City. That's not true either is it?

PLANNING OFFICIAL TERELL – Well it has created construction jobs certainly already.

COMMISSIONER OWINGS – Alright… Well I just think everybody should be honest in their comments.

VICE CHAIR BAKER – Okay, moving on. Does anyone else want to comment? At this point I think we'd like to bring the Applicant forward. Would you please state your name and address for the record.

APPLICANT RICE – Sure my name is Dennis Rice and I reside at 201 Covina, Long Beach, California. I'm with Ridge Property Trust and we're the developer of the proposed project which we call West Ridge Commerce Center. By way of background, Ridge Property Trust is a private real estate investment trust. It was mentioned earlier that we are a national company. We are headquartered in Chicago. We have an office here in Southern California, one in Dallas, Texas and one in Monterey, Mexico and we've done some other work in the City of Moreno Valley and also here in the East Inland Empire. Specifically we have developed about half of the Centerpoint Business Park Project across the street here, which is bounded by Frederick to the west; Cactus to the south; Alessandro to the north and Heacock to the east there. We've built five buildings totaling about 1.85 million square feet. They are all 100 percent leased right now and we have about six more buildings to build there, totaling about just under 1.2 million square feet and that will finish out that project. It is 162 acres. We also have a building down in Perris that we developed. It was 1,310,000 square feet and that was leased out to Hanes Brands and we have room down there to do about another 2.6 million square feet in addition to the building that we're proposing today of 937,000 square feet.

One thing I'd like to point out with the Hanes Brands because we have talked about truck traffic and averages and the best of the worst and the worst of the best, is Hanes again is 1,310,000 square feet. They have and depending on their season; right now they are in their back to school season. They employ between 800 and 900 people in that facility. They average throughout the year 25 inbound trucks and they average 40 trucks per day that are outbound, so a total of about 65 trucks per day on average, which kind of goes to some degree with what Mr. Owings was saying with the Big 5 facility over there near the Raceway Ford Dealership. Before I go any further, I'd like to thank the City Staff; especially Jeff and John. We've worked really hard on this project to get it to this point. Also, I appreciate all the input of the other Planning groups and all the different departments within Public Works, Parks and Community Services and the Police and Fire folks. We've owned this property now for a little over 4 years. We bought it in March of 2007.
One thing I would like to talk a little bit more about the project. I think Jeff did a great job of explaining all the particulars about the project, but one thing we did

and I believe you may have gotten this package from me is we did a Community Outreach Program that we started about a year ago in June of 2010 and what we did with that program is we mailed about 20,000 project brochures to the residents on the east side. It was a four page color brochure that had a tear away card that people could mail back in and what we got out of that was about 154 responses out of the 20,000. Six of those went undecided; 29 were in opposition of the project and 119 were in support of the project. Back in October of 2010 we hosted a project Open House at our Centerpoint Project where we invited all the people that replied to the cards, various community leaders within the City of Moreno Valley and also the different Moreno Valley Chamber of Commerce's and back then in November we did a promotion to make the community aware of the Public Hearing/Public Information Meeting that was going to take place on December 2nd and also on November 13th and December 11th, we walked door to door on that east end of town and handed out about 800 project brochures on this particular project here and engage with people and answered any questions that they might have with regards to the project within the packages all the response cards that we got in the mail and again some were in opposition and some were in favor and there were some good comments and we have a project website that people can go and refer to.

We have a link to the Draft EIR and also the Final EIR. We also have a 1-800 number they can call and can leave a message and we get back to them and try to answer any questions they may have or discuss any issues that they have. With that we've got our team here that put together the EIR; Ross Geller and Charlie Wray with Applied Planning and are here to answer any questions and also we've got Eric Affith(?) with Urban Crossroads to answer any questions with regards to the Traffic Study that was done.

COMMISSIONER OWINGS – Mr. Chairman may I ask a few questions?

VICE CHAIR BAKER – Yes

COMMISSIONER OWINGS – Mr. Rice my name is Tom Owings; welcome.

APPLICANT RICE – Thank you

COMMISSIONER OWINGS – You know my view of this job is I don't have a dog in the hunt. I am not on anyone's payroll except my own and I feel that our job as Commissioners is just to make sure that everybody in the audience has their questions answered that they would ask if they were sitting here, so I hope you will take my questions in that spirit.

APPLICANT RICE – Sure

COMMISSIONER OWINGS – This is a very impressive book and in fair disclosure/ full disclosure I live on Canterbury Downs Way, which is not within

300 feet of your project, but I do live within a close proximity to it, so I did get one of these beautiful folders that you sent; questionnaires. I looked it over from head to toe and I couldn't find anywhere in here where you said how large this building was going to be in this brochure. There is nowhere in this brochure does it say it's a million square feet and now I do have to tell you that I've had two cataracts repaired since then or prior to that so I have may have missed it, but I don't see it and I just wondered why it wasn't mentioned when you got the public response.

APPLICANT RICE – Yeah, I don't know the answer to that Commissioner. I believe there were references to the website where you could gather that information.

COMMISSIONER OWINGS – Well you know the question just is begging you know if it is going to create a lot of jobs and have all the positive attributes or things to the community that are attributed by the size of it, that we would mention the size, but that is okay. So then the other thing that I noticed in it was that there were like 19 people who said they were against your project and they basically talked about traffic congestion. You know there were a few vague illusions to you know livability of the neighborhood but really I just don't know, I can't put a finger on what that is… Traffic we all know; pollution we all know and congestion around it by trucks, we all know, so of the people that said that they in favor of it, other than the fact that they didn't realize it was a million square feet. I didn't see a lot of comments about it. There were a few that said jobs, so I wondered if you could address how many jobs will be brought to the community as a result of it, since we don't even know who is going occupy it.

APPLICANT RICE – That is a great question. I don't know the number of jobs. All I can tell you is…

COMMISSIONER OWINGS – Okay, but you do allude to it in your brochure as 300.

APPLICANT RICE – That is based on the number of parking stalls that are available

COMMISSIONER OWINGS – The parking stalls respectfully don't equate to jobs.

APPLICANT RICE – True

COMMISSIONER OWINGS – Especially in the days where they stress so much carpooling

APPLICANT RICE – Right and I'll give you an example of that down in Perris at the Hanes Brand building, they have 800 to 900 jobs. We have 375 stalls associated with that building.

COMMISSIONER OWINGS – But there again, those are all estimates. You say to the Planning Staff that we are going to have 300 jobs and they tell you how many parking spots you need.

APPLICANT RICE – No, I think that is based on…

COMMISSIONER OWINGS – Well it is based on a Code

PLANNING OFFICIAL TERELL – It is based on the square footage of the building

COMMISSIONER OWINGS – Right, so it is a formula

APPLICANT RICE – Right

COMMISSIONER OWINGS – It doesn't necessarily equate to jobs

APPLICANT RICE – You could have more or you could have less

COMMISSIONER OWINGS – So what I'm asking you is you know it doesn't that that 300 number in this brochure really equates to anything except parking spaces. Is that a fair analysis?

APPLICANT RICE – I guess so, yes

COMMISSIONER OWINGS – And another thing I noticed is that a hundred and something people that said they were in favor of the project, many of them didn't say what zip code they were in and there were a lot of different streets. Was any attempt made on your part on your behalf to determine how many of the people in favor of this project were really living within proximity to the building?

APPLICANT RICE – No, we did not do that

COMMISSIONER OWINGS – So there could be people that aren't even in the same zip code responding that they are support of it. Is that an accurate statement?

APPLICANT RICE – It could be accurate. We could give you a copy of the mailing list if you'd like

COMMISSIONER OWINGS – Well I understand it, but that's a lot of time for me to get a map out and find out where all these people are. I'm just asking did you make any attempt to determine the proximity.

APPLICANT RICE – No we did not

COMMISSIONER OWINGS – So there could be people who are saying they are in favor of it that live on the other end of town.

APPLICANT RICE – Well the mailing list was pretty much directed to the east end of town.

COMMISSIONER OWINGS – Okay, but I noticed there is one in here for 95551 and it would seem that this building is in 95555, which is the largest zip code in the city.

APPLICANT RICE – Okay

COMMISSIONER OWINGS – So my point is there obviously were people who were mailed this survey… I'm not trying to be argumentative; I'm trying to figure how much weight I should give this survey.

APPLICANT RICE – What I think I'll do is I'll get you a copy of the list and…

COMMISSIONER OWINGS – No, I'm asking you to tell me now.

APPLICANT RICE – I don't have that information with me here…

COMMISSIONER OWINGS – The question is simple. Let me finish the question and then you can answer it. There is a possibility that people said they were in favor of this that do not in close proximity to the building. Is that a correct statement?

APPLICANT RICE – If you say it is, then I'll agree with you.

COMMISSIONER OWINGS – I'm asking you. You did the study.

APPLICANT RICE – We mailed it out to 20,000 people Commissioner…

COMMISSIONER OWINGS – So a fair response is would be you don't know
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APPLICANT RICE – I don't know and what I'll do…

COMMISSIONER OWINGS – I can accept I don't know

APPLICANT RICE – Okay, what I'll do is I'll go back and we'll pull those cards and we'll map those 119 people were.

COMMISSIONER OWINGS – So you mentioned Hanes… I like your example of Hanes, but that is not the tenant here, right?

APPLICANT RICE – That's correct

COMMISSIONER OWINGS – Okay, so their usage really might not relate to the potential use/potential tenant here.

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – So have you ever signed as a developer; have you ever signed a lease for the development of a large building and then gone to the City and sought entitlements?

APPLICANT RICE – No, because I don't think I could build the building without…

COMMISSIONER OWINGS – Well you sign the lease conditioned on entitlements, right? Have you ever done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – Okay, so that is not a practice among builders of large buildings?

APPLICANT RICE – No and I don't think there is really any tenants in the market that would ever sign a lease conditioned on entitlements because there is no guarantee that they are going to be able to get that building.

COMMISSIONER OWINGS – Are you familiar with Skechers?

APPLICANT RICE – Sure

COMMISSIONER OWINGS – Did they sign a lease prior to having all their entitlements?

APPLICANT RICE – I don't know
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COMMISSIONER OWINGS – I think they did. John do you know?

PLANNING OFFICIAL TERELL – Well that was what…that was said and…

COMMISSIONER OWINGS – So to the best of your knowledge Skechers signed a lease prior to having its entitlements?

PLANNING OFFICIAL TERELL – Yeah, but I will say that is very unusual

COMMISSIONER OWINGS – That's unusual, but that's what happened, right?

PLANNING OFFICIAL TERELL – Yes

COMMISSIONER OWINGS – Okay, but you have never done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – So it would make it more difficult to get somebody to sign on without entitlements?

APPLICANT RICE – It would. If you weren't able to get the entitlements they obviously would want a right to cancel the lease

COMMISSIONER OWINGS – But right; I agree with that. That would be obvious. My point is this; you know this is kind of a pig in a poke to us and it would sure… and I'd probably vote for it in a nanosecond if I knew who was going in there and the City had some way of really having a better estimate of all the impact that it could have to the City and the residents around and so you know I'm just trying to get to that point to I can vote for your project, so I'm just wondering could we or how uncomfortable you'd be to say come back to us after you've had a tenant in mind or even…

APPLICANT RICE – And then seek entitlements then…

COMMISSIONER OWINGS – Well seek the zoning change, yes

APPLICANT RICE – Um, I think it would be very difficult because there are other opportunities for those tenants to do those build to suits with a guarantee that they can get that building and there is obviously a lot involved planning wise for a user of that size to know that they are guaranteed a building there or not.

COMMISSIONER OWINGS – Would you have any objections to my earlier comments to making the building consistent to the Skechers building architecturally?

APPLICANT RICE – I think like you said, the beauty is in the eye of the beholder and I think this building is just as good or if not better than the Skechers building.

COMMISSIONER OWINGS – Well in terms of the standard of construction, would you say it is going to be the same standard of construction?

APPLICANT RICE – What is standard of construction mean?

COMMISSIONER OWINGS – Well the level of construction; excuse me; wrong term. Would it be the same level of…?

APPLICANT RICE – Yes, it will be a concrete tilt-up; extensive amount of glass. It has got a lot of that metal that you see on the Skechers building around the square windows.

COMMISSIONER OWINGS – Yeah but, okay, but it does look totally different than the Skechers building to me. Would you have an objection to a condition that would require you to make it more consistent with the Skechers building?

APPLICANT RICE – I think I would, yeah

COMMISSIONER OWINGS – Fair enough

APPLICANT RICE – Skechers is Skechers and we don't want to be like Skechers and we don't want to be like Highland Fairview. We want to have our own identity and I think it is better for the City too.

COMMISSIONER OWINGS – Well you know it seems to me that you are going to want people to move or whatever tenant comes into that particular building is going to want people to live where they work, right?

APPLICANT RICE – Yes

COMMISSIONER OWINGS – So we have to have an eye to protecting the visual impact that this building will have in the very area in which we're going to ask these people to live. Would you agree with that?

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – You know, initially when Skechers opens, it is my understanding that most of the people that will be employed there probably still live in Ontario, so it is our job as a City to seek those people to come over here and live here so that there being here means something; taxes; spending their money here; etc, etc., so it would seem to me that we don't want to have an eyesore from one end of the 60 freeway to the other of these large buildings that all look alike, so I'm hard pressed to understand while consistency in architectural design is so objectionable, but with that I'll just pass it on to the other Commissioners.

COMMISSIONER VAN NATTA – I had a little time on my hands while I was watching Dancing with the Stars the other night and I went through a couple of pages of the comments, just where you had the addresses and stuff of the people and I did mark down on a map. I used red for the people who were against it and green for the people who said yes they would like it and I know you probably can't see too much of that here and this isn't all of them by any means, but it might not surprise you to know that the closer they were to the project and the more rural or larger the properties that they lived in, the more likely they were

to say they did not want the project there and that most of the responses that said yes they liked the project were clear down along the south side of town along LaSalle, south of Iris; some of them over in the 92551 area and so it seems like those that are most impacted with the project and have the biggest objection to the traffic and everything else like that were the ones that were closer, so just kind of respond to what you were asking him about that and that does kind of give a feel there, but also I circled in purple on this from your report here when you said that you did door to door in a particular area and with one exception and that was clear down on this side of here, just going through those first couple of pages where there were yeses and no's, all the ones that were within that area that you seem to feel that were most impacted where the ones that said they didn't like the idea of the project there, but that was just to elaborate on what you were talking about where it was. I didn't really have any other questions beyond that except for your hotline and I'm looking at what you gave us on your hotline and the answers that they were allowed to give after name, phone number, email address, their options were yes, undecided and looking for work. There wasn't anything there that said no, so if they did call into the hotline and it is interesting that almost everybody that said yes, also marked the looking for work, which might have impacted their answer yes, but why wouldn't the hotline have an opportunity to say they didn't like it rather than yes or undecided.

APPLICANT RICE – I don't know the answer to that question

COMMISSIONER VAN NATTA – Okay, fair enough, thank you.

VICE CHAIR BAKER – Is there anyone else? Okay, Commissioner Crothers has a quick question?

COMMISSIONER CROTHERS – I just want to thank my fellow Commissioners for bringing up some of the issues that I also have while going over these proposed projects and I just want to thank you for being so efficient and thorough.

VICE CHAIR BAKER – Is there anyone else for questions to the Applicant?

COMMISSIONER OWINGS – You know Mr. Rice I wonder is there anything that we should have asked you that we didn't that you'd like to elaborate on or any of the people that you brought with you that could inform us of the traffic situations beyond or any of the other concerns that you would like to address tonight?

APPLICANT RICE – No I think you did a pretty good job. Nothing comes to mind that I would want to ask you right now. We have put a lot of work into this and I appreciate your consideration. I guess I could ask my team if they have got anything they'd like to contribute.

COMMISSIONER OWINGS – Certainly, with your permission Mr. Chairman

APPLICANT RICE – We'll wait until Public Comments. Okay, thank you

PLANNING OFFICIAL TERELL – Yeah Chair, at this time and I don't know if this might be an appropriate time to take a short break if you like or not before we start the Public Comments. I do know that Commissioner Crothers has to leave to go to work, so…

VICE CHAIR BAKER – That's fine, do we need a…

COMMISSIONER OWINGS – Maybe we should just soldier on

PLANNING OFFICIAL TERELL – That's up to you, but I just wanted to give Commissioner Crothers…

VICE CHAIR BAKER – She is going to work, so if want to keep moving forward, I'm with you on it okay.

PLANNING OFFICIAL TERELL – Obviously we'll have a tape of these minutes, so should a decision not be made tonight you would have an opportunity to review those and still participate.

VICE CHAIR BAKER – Oh do you want to take a break?

COMMISSIONER SALAS – No go ahead

VICE CHAIR BAKER – You're okay… We'll open the Hearing up for Public Comments on Item No. 3.

PLANNING OFFICIAL TERELL – If we can just hold off allowing Commissioner Crothers to leave and then we can start so she is not walking in front of somebody that is speaking.

VICE CHAIR BAKER – Thank you. Okay our first speaker will be Susan Zeitz; excuse me and we do have a three minute limit. Please state your name and address.

PLANNING OFFICIAL TERELL – Yeah unfortunately those are the rules that have been established, so…

SPEAKER ZEITZ – My name is Susan Zeitz and I've lived here since 1984 at 26386 Ironwood Avenue here in Moreno Valley; unfortunately on Ironwood. I'd like to address a few of the things that you guys have been talking about versus my original thing; high schools. The majority of students who go to Valley View come north from the north side come from the north west and that's where the High School needs to be. Putting a High School on site number one or two, but especially number one is like a Cinderella story. They are trying to fit the land to

the project instead of the project to the land. Additional traffic is going to be a nightmare. Two High Schools so close together with more than 3,000 hormonally challenged teenagers is not a good idea.

VICE CHAIR BAKER – Would you address the subject matter here

SPEAKER ZEITZ - I'm getting there.

VICE CHAIR BAKER – Okay you've got three minutes

SPEAKER ZEITZ – You guys covered all this stuff too. Yes you did, I heard High School and I heard all kinds of stuff; traffic; bridges; gas prices over there; the truckers are not going to stick with the freeway routes, they are going to go the shortest route. They are going to be on Ironwood. Any increase on big rig traffic north on Redlands Boulevard is going to be a nightmare for the people who live on the other side of the side hill. There is already a problem and people trying to go around these rigs on Ironwood and on Redlands Boulevard and different places are going to have more head on collisions, so traffic is already bad on Ironwood; it is already bad on Redlands Boulevard. The bridge is a nightmare on Nason trying to get to the High Schools because improvements weren't done when those projects were approved other at Target and all that.

The same thing with Skechers; narrow bridge; wide roads on either side; it is a no-brainer. It is going to be a problem. They already exceed the speed limit on all of that area over there. I don't know why the planners let them put in the buildings before they make all of the improvements. The warehouses on the northeast and southeast are ludicrous, they should be near the freeway interchanges and not on the end of the town where they are going to try to take shortcuts and they are going to impact not only the people immediately there but a lot of other people too.

The State of California requires that every City and County have an adopted General Plan to provide guidance and direction, but it doesn't say they should continuously manipulate it to suit those with monitorial resources beyond the means of most of its citizens. Some of our citizens like us moved into this area because it is largely rural. Some moved into this area because they liked the original General Plan. Everyone can understand a General Plan will change a little over time but not to the extent that our City becomes unrecognizable from the first plan. Every time someone wants a petition to change or amend the General Plan the City Council should first take into consideration the City's original General Plan and not it's most recent predecessor. We purchased our home in 1984 before the incorporation and went to the City meetings and the planning meetings and we liked the way the plan was made, but every time someone comes; every time a developer comes in and waves money in front of you and the City Council, bam, we have an amended General Plan.

Often the only people that are notified are those people within 300 feet. It is ludicrous because what happens in Moreno Valley truly affects every taxpaying citizen and the City is sneaky. I feel that any time there is a petition to change or modify the original and I do mean the first one General Plan that written notice should go out to every taxpaying citizen and not just those within the 300 feet. This buyer; these people; they bought this building for almost 3 million dollars knowing that it's not for what they want. They want to put a warehouse there but they didn't buy it... they bought it knowing it wasn't zoned for that, so they are feeling pretty certain that they are going to come in front of Moreno Valley and they are going to be able to change it. You know if they thought you'd say no, they'd still have spent that money for a piece of property that they can't build a warehouse on; I don't know. The Press Enterprise quotes Darryl Hill who is the Vice President of the Dom Commercial Real Estate services sold the property; it says obviously they wouldn't have purchased this property if Skechers hadn't happened. It is wrong to come into an area of rural homes and farmlands and build something not in keeping with the area. You should have never allowed Skechers.

Don't compound the mistake by allowing more warehouses or commercial properties to ruin the rest of the northeast and southeast end of our Valley. Keep the industry to the east of Perris Boulevard. Stipulate that before pristine land can be plowed under and covered in concrete that the unused or underused commercial areas be utilized first until there just isn't anyplace left to expand. Don't make our valley one continuous gigantic concrete city. Development should be done where it has the least amount of impact both on land and its citizens. Draw the line. Stand your ground. Once pristine land is covered in cement it is gone forever. Preserve what is left of our rural areas of our valley for future generations. I hadn't spoken up about this before because I just found out about it because I live more than 300 feet away and I'm against or any other warehouses being built on the northeast or southeast end of our valley. Thank you for giving me the time.

VICE CHAIR BAKER – You're welcome. Our next Speaker is Deanna Reeder. State your name and address for the record please.

SPEAKER READER – My name is Deanna Reeder and I live in District 3 and I appreciate Mr. Owings and Ms. Van Natta; your questions very much because we need to question the things that we do. Mr. Ramirez, I'm going through these comment cards here and you have a comment card here that you were for the West Ridge Warehouse, which means that you probably should exclude yourself from voting on this because you are not an unbiased party. You are a very biased party. You've already participated in getting it here. Mr. Baker, the last City Council meeting I was at you sat whispering in Mr. Benzeevi's ear through the meeting. I don't think you are very unbiased either. If you are going to be up there making decisions on people projects maybe you should show just a little more discretion on where you hang out and who you hang out with. You should

at least put on an air that you are unbiased about it. Now in case you didn't know Mr. Rice is on the Rancho Belago Economic Council, Board of Directors along with Benzeevi and you know some of his good old boy club and that's fine; it is his project, but you all need to be doing your jobs in representing the people of this City. I believe most of you were appointed because they expected you to vote the way Mr. Benzeevi wants you to vote. Now that might not happen and that's not a bad thing. Like I said I appreciate the questions; surprised as all whatever, but I do appreciate it. I watched… well I send out emails to people and urge them to send out emails or contact or go to meetings or what have you; you have one email that is in there by Mr. Hyatt and I know there was a lot more emails so I'm just wondering where they were at, because most of the people that I contacted that sent emails on, actually explain why.

On the Skechers project; if you read their emails, most of them were weenie jobs. Well you know what, when they built Skechers, they had what a thousand people working there and the unemployment in Moreno Valley went up the entire time. Guess what; what jobs now; didn't happen and the people that are going to work there aren't from Moreno Valley. Now by attrition, eventually some of them will be from Moreno Valley, but jobs now didn't; it is not going to happen; tax base that's not going to happen. That's a pile of crap too. We have a 14 million dollar deficit and Skechers is supposed to contribute 190 thousand dollars a year in economic benefit; so in three years that is 570 thousand dollars. How come we can't get 14 million from them because it is not going to happen? You know what when we say jobs and we say economic benefit, these are empty promises. Please do not approve a speculative building. I mean even the ones that aren't speculative aren't giving us what they said they were. It obstructs the view more than they said. It is not going to have the landscaping they promised. You try to get out of the other stuff and… Mr. Rice I approve of the things that you put in District 4 just so everybody knows where I live at. Through my backyard I look at a big blue Walgreen's building. Now Skechers was put where it was supposed to be I would be looking at it every day. I don't look at it every day because it is not where is supposed to be. Now if this building was put where it is supposed to be I would be looking at this, so you know these people that tell me this nimbi crap; that's crap because if you put it where it is supposed to be I would be looking at it from my backyard and I don't have a problem doing that because that is where it is supposed to go, so the next person that tells me nimbi, you can do whatever with it; I'm not going to say it but you get the idea, so that is not the case.

Things are planned. You need to put things where are they are planned. You need to approve them where they are planned. Mr. Benzeevi bought his approval and just like in San Bernardino, eventually I'm he is going to pay for it. In fact I'm very sure eventually he is going to pay for it. But you know what, it has been what six years since what they did in San Bernardino happened and are just now getting indicted. Things take time; but don't worry, it will happen. Please don't let him buy an approval and then start getting other warehouses where they don't belong. This warehouse does not belong there and just like I

told Mr. Benzeevi and I did. I said if you put the warehouse where it supposed to go I will support it. I did. I offered to support the Skechers if it where it was supposed to go and I am not anti-warehouses. Now if Mr. Rice will put the building where it should go, I will support it. I will not support over there and I will ask that you listen to the citizens of the City; not the 500 that Mr. Benzeevi paid to show up in buses, but the actual people that live here. Thank you.

VICE CHAIR BAKER – Thank you. The next Speaker we have is Alisha Zeitz. Please state your name for the record and your address.

SPEAKER ZEITZ – Hello my name is Alisha Zeitz and I live at 26386 Ironwood Avenue. I am the face of the youth who will need a future job. I will need to apply to College and jobs in the next year, so if this Skechers building is bringing in 1,100 jobs that are mostly technology based, how am I or any of my 3,000 plus piers going to get a job with this expertise at Skechers. I begin with this question. It has been brought to my family's attention that the City of Moreno Valley City Council per their City of Moreno Valley Deficit Elimination Plan has removed funding from our Moreno Beach Fire Station 58 at Eucalyptus Avenue and Moreno Beach Drive in the Auto Center across from Walmart. This cut eliminates 8 sworn firefighters and truck 58; our City's only paramedic truck company. Calls will be assigned to the remaining stations in the City which they expect will drop their response time to 60 percent efficiency, which can be the difference between life and death. Yet you propose adding more industry which increases the change of industrial accidents where those services will be needed the most and increase the number of big rigs coming and going in and out of our valley, which increases the unfortunate, but likely chance of negative interaction between those tens of thousands of ton trucks with our family vehicles.

The northeast and the southeast end of the valley will be affected the most because we will now be the furthest from help0. This is another good reason to keep the northeast and southeast areas of our valley rural and not allow further commercial or warehouse industry into this area. Also the City of Moreno Valley is located with the South Coast Air Basin. The basin is a physical unit that due to low wind speeds and prevailing inversion layers retains pollutants for substantial periods. This slow dispersal of pollutants results in high concentrations of primary pollutants including carbon monoxide. The basin also supports the formation of the ozone. The atmospheric haze created by the presence of these pollutants is known as smog. Adding more industry to the northeast and southeast end of the valley will further pollute our homes. Please don't change the zoning to allow more warehouses. Let's retain rural areas of our valley. Thank you.

VICE CHAIR BAKER – Thank you. As it sits here I have no more Speaker Slips for this item, so I'm going to close the Public Hearing.

PLANNING OFFICIAL TERELL – At this time I think if you could leave the Public Hearing open and call the Applicant back.

VICE CHAIR BAKER – Okay, sorry about that. We'll open the Public Hearing up and let's do that. Mr. Rice do you want to come forward and rebuttal some of those comments.

APPLICANT RICE- Yeah I think just a couple of clarifications. Susan had mentioned purchasing the property for 3 million dollars. That wasn't our particular site; the site immediately east of us between our east boundary and Redlands was sold; my understanding in reading a newspaper article less than 30 days ago and I believe the price was 2 or 3 million dollars or so. It wasn't our site and then Ms. Reeder had mentioned something about me being on the Board with Iddo; on a Rancho Belago Board, which I have no idea what she is talking about because I'm on no Board for Rancho Belago.

VICE CHAIR BAKER – Okay, thank you

APPLICANT RICE – You bet

PLANNING OFFICIAL TERELL – So are you going to close the Public Hearing?

VICE CHAIR BAKER – Yeah, I'll close that.

PLANNING OFFICIAL TERELL - I wanted to kind of have the City Attorney comment on one of the comments that was made.

DEPUTY CITY ATTORNEY BRYANT – One of the comments supposed that a Commissioner may have pre-judged the item. I just wanted to remind the Commissioners that if anybody has pre-judged an item before the finding, they might want to recuse themself from making a decision if they have pre-judged it. Perhaps more facts have come out but as long as you can keep an open mind and think you can go ahead and make a decision on the item.

COMMISSIONER OWINGS – I think it is important to note that he wrote that card before he was a member of the Planning Commission. So are we into…

VICE CHAIR BAKER – So what we do next is we are into Commissioner's Debate over the project.

COMMISSIONER OWINGS – Mr. Chairman or Mr. Commissioner could I… I'm probably going to hate myself for these comments but… I would like to first all say that I trust every person at this dais. I trust your motives and the people who are against this project or any project who use ad hominem attacks to discredit a project really are hurting themselves and I think that this City will never get to a point where it will grow in a positive way if we don't stop all of this; this non-fact

base of personal attacks. Whether or not Iddo Benzeevi is a good person or a bad person, he has certain rights in this City and they should be obeyed or they should be respected. Every person in this room has certain rights that need to be respected by Mr. Benzeevi and everybody else and we need to live by those rules, so I would really just encourage everyone and I know this is going to fall on deaf ears, but we need to stop this.

There is not a single person involved in this Planning Commission that has dishonorable motives and if they do you know it is not our place to judge them. Let their votes and their comments stand for that, so I apologize to you and I know that today I didn't receive any but I know that next week I might, so I would just hope that we could all restrain ourselves from those types of attacks and especially to you Mr. Rice and I apologize for myself. In terms of the question that is before us, you know I believe that I heard everything that was said by the people who were here speaking.

I do believe that markets change and I think that these folks bought this property with the intent to do something with it that was consistent with the current zoning and I think that the market no one could foresee 2009 and the market changed and so now they want to do something different with it and unlike the earlier situation, this is not a contractual agreement, this is a matter of property rights, so I agree that they have the right to ask for this and I happen to agree that under certain circumstances it should probably be granted, but I personally cannot vote for the project until I know who the tenant is and I especially can't vote for it when there is 40,000 square feet or 40 million square feet of potential space somewhere else or within eyeshot of the building, so until we know who is there, I feel that it is impossible to judge the exact impact to the community and therefore

I will vote no, but I will tell you this Mr. Rice, if you bring a tenant here and can bring this thing down to more manageable numbers and be more persuasive about actual jobs and impacts to the area you'd have my vote in two seconds and that is the situation that I find myself in tonight and I appreciate everybody listening.

COMMISSIONER RAMIREZ – I just want to address what was mentioned about me earlier. Again as Commissioners we take this obligation as a privilege to serve the people. We are here to provide a non-biased, but yet intelligent perspective opinion on what is presented to us. The future of our community is basically our responsibility; our State. Wherever we build today is going to be here well after we are gone; it is going to be for our kids; for our future, so having said that I am going to say clearly I am here to vote against this and the reason why is because the traffic situation on Redlands Boulevard jeopardizes the security of everyone there. I believe the future of our community if we are to develop in an economic and industrial way, we have to do it in an efficient, logistical manner. I think Theodore Boulevard is the ideal location to route traffic in and out of the City. I think we should protect our citizens, especially those that

live off of Redlands north and south of the freeway, so the concern that I have also is that I agree with Commissioner Owings is that it is hard for us to say yes; let's go ahead and vote for this when we don't have a tenant that will bring jobs. It is all speculative. You know the other projects that they have south of the City; those have tenants already. I would like to see a tenant that will come into our community that would be basically at the cutting edge of the economic industry; basically like Skechers in other words; a tenant that is willing to be here for the long haul that is committed to help this community prosper and thrive. That's all I have to say. Thank you.

COMMISSIONER VAN NATTA – I don't think that we can always expect that when somebody is building an industrial building that they are going to know who in advance who the tenant is going to be and I think that is an unrealistic expectation and usually isn't going to happen. They may have some perspective tenants but it not going to be that often that somebody does a project of this size that's build to suit like the Highland Fairview project did for the Skechers tenant, but my objection to this project has to do with fact that it was very, very clear when Highland Fairview was putting their application in for their huge building in on the east end of town that that was a major paradigm shift for a lot of people; that that was not what a lot of people saw that was going to happen on that end of town and even though it may end up being the best thing for the City it was only approved after a lot of people were convinced that it was going to be pretty much curtailed to that area from Redlands east and that it wasn't going to increase truck traffic coming through the residential area there along Redlands and that future development of this type was going to be encouraged to be other high end tenants like the Skechers project and that that was the only way that we could tolerate that kind of development on the east end of town, was if it was upscale; if it was somewhat contained and so forth. This project is lovely as a warehouse as it is, looks just the same as the other big box warehouses that are in other areas of town. I don't think it reflects the level of or the type of building that we want to see on the east end of town, but more than that it puts truck traffic onto Redlands Boulevard and for no other reason than that I would vote against this project just because of the impact that it is going to have on the residents of that area and their somewhat semi-rural even though much less rural than it used to lifestyle.

COMMISSIONER SALAS – I like the project. I like idea of the project. I agree with Barry on that we need it, but again the only thing that I don't like about this project is traffic. If Mr. Rice would come to me and tell me that they are going to improve the off-ramp and widen it when we could actually have a car and a truck going at the same time both directions, because it is going to be another Nason and the 60 freeway there. It is just going to be backed up. The cars are going to be backed up. There is going to be a stop sign there or a light or whatever is going to be there. It is going to be horrible. The traffic is going to be backed up forever. That is where everybody goes to San Timoteo to get out of town to go to

Redlands and stuff, so that's what is going to keep me from supporting this project. Thank you.

VICE CHAIR BAKER – No they leave it to me. You know this is a double-edged sword here. We need to get some community development going here and you can't do it without putting… and the problem we've got here in Moreno Valley in the proportion of roof-tops to commercial property is way out of whack and I don't know how to get it back. I mean we've got to get some commercial property in this town and no one wants it in their area. I mean you know obviously these fellows own the land and they say go to the south. Well they don't own the land in the south part of Moreno Valley or they don't own the property out there by Gilman Springs or Theodore, so I don't know. It seems like to me and this is just me talking, we're really stymieing ourselves here and I understand all the traffic problems; the smog and everything you are considering but somewhere we are going to have to bite the bullet and go forward with this. Obviously I'm probably in the minority here. I don't whether we ought to vote on this. We've got two Commissioners absent. This is a big hit here. Looks like right now it is going to fail and John you may give us some guidance on this. Do whatever you like.

PLANNING OFFICIAL TERELL – Well you have the option to continue it if you like so that the other two Commissioners could participate. You also have the ability to continue to ask the Applicant if he would like to continue it, if he would like to provide additional information that might address some of your concerns that came tonight. Based on your comments though, I can count to four and it looks there are four Commissioners that are not in favor of recommending this project and therefore that is a majority.

VICE CHAIR BAKER – Well you know and I don't know if it's proper or not and I don't know how on earth, because I've been in property rentals and stuff, how you can have a spec property and that deal with Skechers was really a strange deal where he had a tenant lined up and lease signed before he even built the building and I don't know, I'd sure like to talk or have Mr. Rice address that if that is even possible. I don't know, is that out of line to bring the Applicant back up?

PLANNING OFFICIAL TERELL – You can do that. I can give you… I'll just let you know should you choose not to recommend this project, by the Code your action is final unless appealed. The options that are available to Ridge Realty are they can choose to appeal this and send it to the City Council. It won't automatically go there.

COMMISSIONER OWINGS – No but given the current makeup of the City Council, they stand a very good chance of success and so you know if I were advising them, that's what I would advise them to do, but I'm not advising them so…

PLANNING OFFICIAL TERELL – Yes, that certainly was the circumstance of Skechers, so I wouldn't say that would happen this time but the options that are available to the Commission are to continue it if you like and I'd say continue it if you'd like more information that you think you would change your decision and if that is not the case then I would suggest you take the action tonight and Ridge Realty has the opportunity to appeal that decision should they choose to do so.

COMMISSIONER OWINGS – Well it seems like let's just do a quick poll. I know that I'm not going to be persuaded to by any new information at this point unless of course it was really earth shattering.

COMMISSIONER VAN NATTA – I can't see anything that would change unless they had some other route of getting on the freeway other than using Redlands and I don't see any way that they are going to be able to do that.

VICE CHAIR BAKER – Let me ask you this. How is this every going to get straightened out there? I mean somebody is going to move in there eventually whether you put 19 buildings in there or you put one big one in.

COMMISSIONER SALAS – That's true too

VICE CHAIR BAKER – I mean you're going to have some traffic there…

COMMISSIONER OWINGS – It is different traffic though and we don't know what it is going to be and that's point. You know if we made exceptions for every zoning change that comes before us on the basis of my God that is the only way we are going to fill that property then we may as well not have zoning laws.

COMMISSIONER VAN NATTA – There might be another use for that that is more palatable. All I know what is being proposed right now is not to me palatable and there might be a better use for the land than a single big warehouse that brings a lot of trucks in and out. Business Park… maybe there isn't a call for Business Park right now. Maybe we'll be asked to consider some other type of zoning change for something else there. That's you know; we just have to look at the project we have before us.

COMMISSIONER OWINGS – You know Mr. Chairman, just back to where we were; John and I both agree that there are probably four votes against three. You know if we wait for next meeting and put it over, they have to wait a whole month and then the vote might be 7 to 4 or 7 to 0, in which case the City Council would be more persuaded to uphold our decision. I think what is best for the Applicant at this time is to just for us to move forward with the four vote Commission. It will come out 4 – 1 and two people not here. That doesn't really give a clear indication of where we are at and City Council is going to do what they are going to do and my guess is they are going to override our recommendation.

VICE CHAIR BAKER – Let me ask you this. In the zoning deal how did you come with 50,000 square feet? That isn't even a Home Depot and I imagine a Target is more. I know it's more than 50,000.

PLANNING OFFICIAL TERELL – It was based on…

VICE CHAIR BAKER – What do you get for 50,000? Is that a Best Buy?

PLANNING OFFICIAL TERELL – Well let me clarify it. The 50,000 square foot limit is not the limit on any building, it's the limit on a warehouse industrial building and as I think has been mentioned, the type of traffic in a large warehouse is different than the traffic in a small warehouse. There is more traffic with smaller buildings. Nineteen smaller buildings would have more traffic but they would have more cars and fewer trucks. The larger the building gets the more trucks you have and fewer passenger vehicles, so the overall traffic is actually less with the larger the building but the truck traffic is higher.

COMMISSIONER SALAS – Okay, so he could come back to us and say I've decided to put 17 buildings there instead and make a Business Park there, right?

PLANNING OFFICIAL TERELL – Under the current zoning and if he did that, pretty much like the tract you had at your last meeting you more or less and I won't say you have to approve it, but your options are less because there is a right to build that size building. The current opportunity; there is not an opportunity to build this building currently without a zone change.

COMMISSIONER SALAS – Okay with that said I'm going to change my mind. I'm going to support the project.

COMMISSIONER OWINGS – So we probably need to just call the question.

PLANNING OFFICIAL TERELL – So I guess somebody needs to make a…

VICE CHAIR BAKER – Okay, let's go for the vote on this and I want to make it clear here that the way that I'm feeling about this no one has bought my vote or twisted my ear. It is just strictly the way I feel on you know on moving Moreno Valley forward. I don't know. I don't totally understand a lot of this, I really don't.

COMMISSIONER OWINGS – You know Mr. Chairman I bet Mr. Rice would agree with me, if we were to vote this project or the zoning change down, there would be a little celebration over at Iddo's headquarters tomorrow, so it is kind of interesting that the supporters of it are so anti-Skechers would really probably be helping that you know by voting it down. We're probably helping Iddo. It is his project because you know we are pushing things over that direction, so with that being said let's call the question.

VICE CHAIR BAKER – Okay let's get to the… we're going to have to have a move and a second on this. Is somebody in a position because you've got quite a bit of stuff here to read off?

PLANNING OFFICIAL TERELL – Okay and I'll kind of give you a little bit of guidance on that. If someone wants to make a recommendation to approve, read what is in the Staff Report. If someone wants to make a recommendation to not recommend; basically for denial, then just make that recommendation of a denial. We'll have to bring back a resolution to you that states; that matches your action at your next meeting; not that Ridge Realty can't appeal it in the meantime, but we'll need a resolution approved by you before we actually go to Council. But you don't need to take all those actions about every single little thing. Basically if you recommend denial of the Zone Change you are precluded from recommending approval of any of the other actions that are before you, so it is just… If I perceive what that might be, it would to deny the Zone Change.

COMMISSIONER OWINGS – Would a simple motion then to just simply say I move to **DENY** the Zone Change be appropriate.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER OWINGS – So moved

COMMISSIONER VAN NATTA – Second

VICE CHAIR BAKER – Okay to the vote; all in favor?

Opposed – 3 (Commissioner Owings, Commissioner Van Natta, Commissioner Ramirez)

Motion carries 3 – 2 – 2, (with 2 Absent – Commissioner Dozier, Commissioner Crothers)

PLANNING OFFICIAL TERELL – So with that the wrap up on that is that this action shall become final unless appealed to the City Council within 15 days.

VICE CHAIR BAKER – Thank you

Westridge Commerce Center
Final Environmental Impact Report

Prepared for:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
City Case # P08-133

Prepared by:

appliedplanning inc

April 2011

ATTACHMENT 10

Item No. E.3

FINAL ENVIRONMENTAL IMPACT REPORT

for the

Westridge Commerce Center Project

State Clearinghouse Number:
2009101008

Prepared for:

The City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
City Case No. P08-133

Prepared by:

Applied Planning, Inc.
5817 Pine Avenue, Suite A
Chino Hills, CA 91709

April 2011

Table of Contents

Section **Page**

1.0 Introduction 1-1
1.1 Overview 1-1
1.2 Content and Format 1-1
1.3 Draft EIR Commentors 1-1
1.4 Point of Contact 1-3
1.5 Project Summary 1-3

2.0 Revisions and Errata Corrections 2-1
2.1 Introduction 2-1
2.2 Text Revisions 2-1
2.3 Revisions to Graphic Illustrations 2-11

3.0 Comments and Responses 3-1
3.1 Introduction 3-1

4.0 Mitigation Monitoring Plan 4-1
4.1 Introduction 4-1
4.2 Mitigation Monitoring and Reporting 4-2

Appendix A: Attachments to Comments and Reponses
Attachment 1: Attachments to Comments Provided by Johnson and Sedlack
Attachment 2: *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions*

List of Tables

Table **Page**

1.3-1 Draft EIR Commentors 1-2
3-1 Draft EIR Commentors 3-2
4.2-1 Mitigation Monitoring Plan 4-3

Item No. E.3

1.0 Introduction

1.0 INTRODUCTION

1.1 OVERVIEW

This document, combined with the Draft Environmental Impact Report (EIR), constitutes the Final EIR for the Westridge Commerce Center Project (Project). The Draft EIR describes existing environmental conditions relevant to the proposal, evaluates the Project's potential environmental effects, and identifies mitigation measures to reduce or avoid the potentially significant impacts. The Draft EIR was circulated for public review and comment from October 21, 2010 through December 6, 2010.

1.2 CONTENT AND FORMAT

Subsequent to this introductory section, Section 2.0 of this document contains corrections and errata to the Draft EIR. Section 3.0 contains copies of each comment letter received on the Draft EIR, along with annotated responses to each comment contained within the letters. The Project Mitigation Monitoring Plan, which includes additional measures developed as a part of this Final EIR, is presented in Section 4.0.

1.3 DRAFT EIR COMMENTORS

A total of twenty-four (24) comment letters were received from various agencies and organizations. Additionally, four comment cards were received at a December 2, 2010 public meeting that was held to discuss the Project. The following Table 1.3-1 identifies the Draft EIR commentors. For reference purposes, comments are numbered and may be referred to by an acronym within the Responses to Comments (Final EIR Section 3.0). These acronyms, along with the dates of correspondence received, are also included in Table 1.3-1. Comments denoted with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not provided responses within Section 3 of this Final EIR. The Lead Agency has, however, attached these late comments and their corresponding responses to the Project staff report.

Table 1.3-1
Draft EIR Commentors

Commentor	Acronym	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

1.4 POINT OF CONTACT

The Lead Agency for this Project is the City of Moreno Valley. Any questions or comments regarding the preparation of this document, its assumptions, or its conclusions, should be referred to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

1.5 PROJECT SUMMARY

The following information is summarized from the Project Description in the Draft EIR. For additional detail in regard to Project characteristics and Project-related improvements, along with analyses of the Project's potential environmental impacts, please refer to Draft EIR Sections 3.0 and 4.0, respectively.

1.5.1 Project Location

The Project site is located southwesterly of the State Route 60/Redlands Boulevard interchange, within the easterly portion of the City of Moreno Valley. The approximately 55-acre site is bounded to the north by State Route 60 (SR-60), to the west by the Quincy Channel, to the south by Fir Avenue (future Eucalyptus Avenue), and by a vacant parcel to the east. The Project's easterly boundary parallels Redlands Boulevard, which is located approximately 700 feet to the east.

1.5.2 Project Overview

The subject of this EIR is the proposed development of the Westridge Commerce Center, which has been initiated by the Project proponent, Ridge Property Trust. Together with supporting improvements, the Project will provide for approximately 937,260 square feet of new light industrial warehouse/distribution uses.

In addition, the Project includes the development of supporting infrastructure, including roadway improvements, all necessary utilities including storm water management detention/retention basins, and paved, on-site parking areas.

1.5.3 Project Objectives

Primary objectives of the Project, as identified by the Project Applicant, are as follows:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

1.5.4 Discretionary Actions

Necessary discretionary actions, permits, and consultations allowing for implementation and operation of the Project will include, but are not limited to, the following.

1.5.4.1 Lead Agency Discretionary Actions and Permits

- **Certification of the EIR (City Case # P08-133).** The proposed development is a Project under CEQA, and may result in significant environmental impacts. Lead Agency certification of the Project EIR is required;

- **A zone change from Business Park to Light Industrial (City Case # PA08-0098).** The proposed zone change will allow for construction and operation of the Project's distribution warehouse uses as configured;

- **Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts],** to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property to ensure the protection of the health, safety and welfare of future residents;

- **Parcel Map Approval (City Case # PA09-0022)** to consolidate and reconfigure existing parcels defining the Project site, and to provide necessary easements and dedications;

- **Development Plan Review (City Case # PA08-0097)** pursuant to City of Moreno Valley Municipal Code Section 9.02.030 [Development Review Process], et al.;

- **Construction, grading, and encroachment permits** allowing implementation of the Project facilities within City of Moreno Valley jurisdictional areas; and

- **Vacation and/or dedication of public rights-of-way and easements** as elements of the proposed parcel map, or independent of the map. Rights-of-way and easements will provide public access, and ensure appropriate alignment of and access to infrastructure and utilities.

1.5.4.2 Responsible and Trustee Agency Discretionary Actions, Permits, and Consultation

- **Permitting and Consultation through the California Department of Fish and Game (CDFG)**, to include:

  - **Lake and Streambed Alteration Agreement (LSA)** addressing potential CDFG jurisdictional area impacts resulting from the Project; and
  - **Consultation** regarding the possible relocation of resident burrowing owls (if burrowing owls are determined to be present on the subject site during required pre-construction surveys).

- **CWA Section 404 and Army Corps of Engineers (ACOE) permitting** will be required for Project activities affecting off-site ACOE jurisdictional areas. CWA Section 404 permitting may also be required should the Project riparian habitat mitigation plan involve or require use of off-site federal jurisdictional areas;

- **Permitting required by/through CWA Section 401 and Santa Ana Regional Water Quality Control Board (SARWQCB)** pursuant to requirements of the National Pollutant Discharge Elimination System (NPDES) Permit;

- **Permitting required by/through the South Coast Air Quality Management District (SCAQMD)** for certain equipment to be temporarily employed within the Project during construction, and/or permanently installed and used over the life of the Project; and

- **Permitting by/through the California Department of Transportation (Caltrans)** for improvements within or that may affect Caltrans rights-of-way.

1.5.4.3 City Development Applications

In support of requested discretionary approvals and permits noted above, development applications submitted by the Project Applicant include:

- **Plot Plan** for a 937,260 square foot warehouse distribution facility;

- **Zone Change** from Business Park to Light Industrial;

- **Tentative Parcel Map** No. 36207 to combine the Project's five parcels into a single parcel; and

- **Application to Amend the City Municipal Code.** The Project Applicant is requesting a Municipal Code text Amendment to Section 9.05.020 B. The requested Amendment would provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

2.0 Revisions and Errata Corrections

2.0 REVISIONS AND ERRATA CORRECTIONS

2.1 INTRODUCTION

Based on the comments received on the Draft EIR (which are provided in full in Section 3.0 of this Final EIR), this Section presents revisions to the text and graphic illustrations of the Draft EIR. For text corrections, additional text is identified by **bold underlined text**, while deletions are indicated by ~~strikeout font~~. All text revisions affecting mitigation measures have been incorporated into the Mitigation Monitoring Plan presented in Section 4.0 of this Final EIR. It should be noted that the revisions and corrections provided here expand and clarify analyses previously provided, and do not constitute substantive new information. Conclusions of the Draft EIR are not affected by these revisions.

2.2 TEXT REVISIONS

2.2.1 Text Revisions to Draft EIR Section 3.0, Project Description

Consistent with the comments provided by Thomas Thornsley, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include notation of screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. **Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls** . . .

2.2.2 Text Revisions to Draft EIR Section 4.3, Air Quality

A typographical error appearing in the first paragraph of Draft EIR Page 4.3-68 is corrected as follows, providing consistency with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

Additionally, in response to correspondence from the South Coast Air Quality Management District and others, the Draft EIR's Air Quality Mitigation Measures are revised as follows.

> *4.3.1* ***Consistent with URBEMIS modeling inputs and to effect*** ~~***The following measures shall be incorporated as***~~ *implementation of* ***SCAQMD*** *Rule 403****, the following measures shall be incorporated****:*

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.*
- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***
- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***
- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.***

~~*4.3.4 Construction contractors shall use only lowpolluting paints and coatings as defined in SCAQMD Rule 1113.*~~

4.3.5~~4~~ Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

4.3.~~6~~5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

4.3.~~7~~6 During Project construction, existing electrical power sources (e.g., power poles) shall be ~~provided for~~ **utilized to** power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.

4.3.~~8~~7 The Applicant shall use ~~Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications~~ **"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be** consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.

4.3.~~9~~8 Grading plans, construction specifications and bid documents shall **also** include ~~notation that off-road construction equipment shall utilize biodiesel fuel (a minimum of B20), except for equipment where the use of biodiesel fuel would void the equipment warranty.~~ **the following notations:**

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**

- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*
- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*

• All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide* ***secure, weather-protected*** *on-site bicycle storage/parking.~~ Bicycle storage parking/quantity and location shall be~~ consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***
  - ***Use of fleet vehicles conforming to 2010 air quality standards or better.***
  - ***Installation of catalytic converters on gasoline-powered equipment.***
  - ***Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;***
  - ***Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;***
  - ***Provision of preferential parking for EV and CNG vehicles;***
  - ***Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;***

- ***Use of electric (instead of diesel or gasoline-powered) yard trucks; and***
- ***Use of SmartWay 1.25 rated trucks.***

2.2.3 Text Revisions to Draft EIR Section 4.5, Water Supply

In response to correspondence from the Eastern Municipal Water District, Mitigation Measure 4.5.3 is revised as follows:

> *4.5.3 The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project****, to be constructed by the Applicant****.*

2.2.4 Text Revisions to Draft EIR Section 4.7, Cultural Resources

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

> *4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/****or*** *record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays****, consistent with the requirements of California Public Resources Code Section 21083.2****. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring.* ***Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, a****All recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and/or record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*

- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

2.2.5 Text Revisions to Draft EIR Section 4.8, Biological Resources

In response to correspondence from the California Department of Fish and Game, Mitigation Measure 4.8.5 is revised as follows:

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan****; and***

- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

2.3 REVISIONS TO GRAPHIC ILLUSTRATIONS

In response to comments received from Gerald M. Budlong, a City of Moreno Valley Environmental and Historical Preservation Board member, several geologic maps, which were used as points of reference in the preparation of the Project Geotechnical Investigation, are incorporated on the following pages as "Plates 1 through 4."

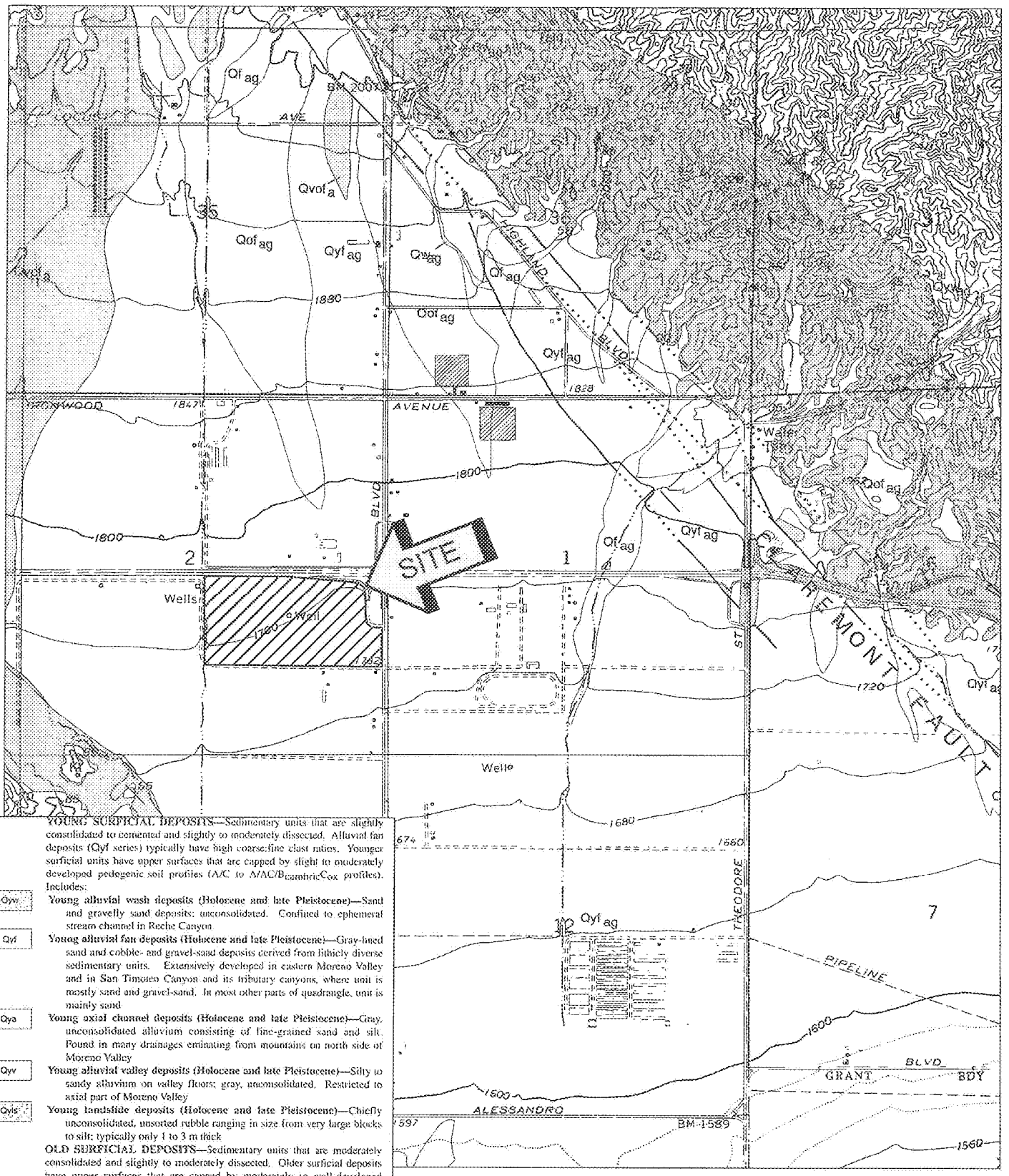

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to A/AC/$B_{cambric}C_{ox}$ profiles). Includes:

Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.

Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.

Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.

Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.

Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils (A/AB/B/C_{ox} profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

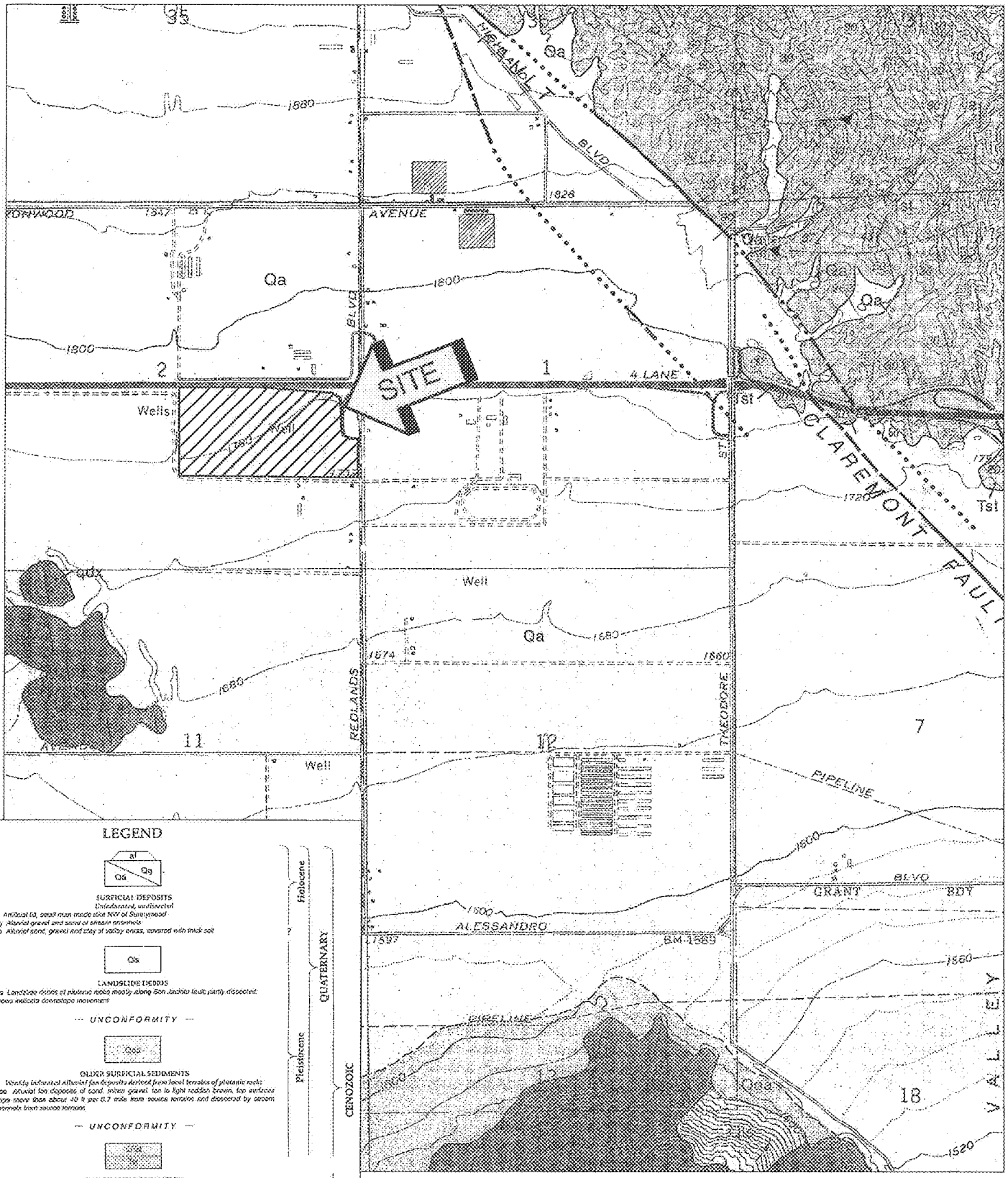

LEGEND

SURFICIAL DEPOSITS
Unconsolidated, undissected

af Artificial fill, small mass made due NW of Sunnymead
Qg Alluvial gravel and sand of stream channels
Qa Alluvial sand, gravel and clay of valley areas, covered with thick soil

LANDSLIDE DEBRIS

Qds Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement

— UNCONFORMITY —

OLDER SURFICIAL SEDIMENTS

Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:
Qoa Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, fan surfaces slope more than about 40 ft per 0.7 mile from source terrains and dissected by stream channels from source terrains

— UNCONFORMITY —

SAN TIMOTEO FORMATION

(San Timoteo Sets of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1951), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); main part referred to late of Pliocene age (Morton and Matti, 2001)

QTst Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone, tentatively (?) overlain by Qoa in this quadrangle
Tst Main part (pebble part of Morton and Matti, 2001), lithologically similar to upper part, within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle

Epoch	Period
Holocene	QUATERNARY
Pleistocene	QUATERNARY
Pliocene	TERTIARY

CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00114593

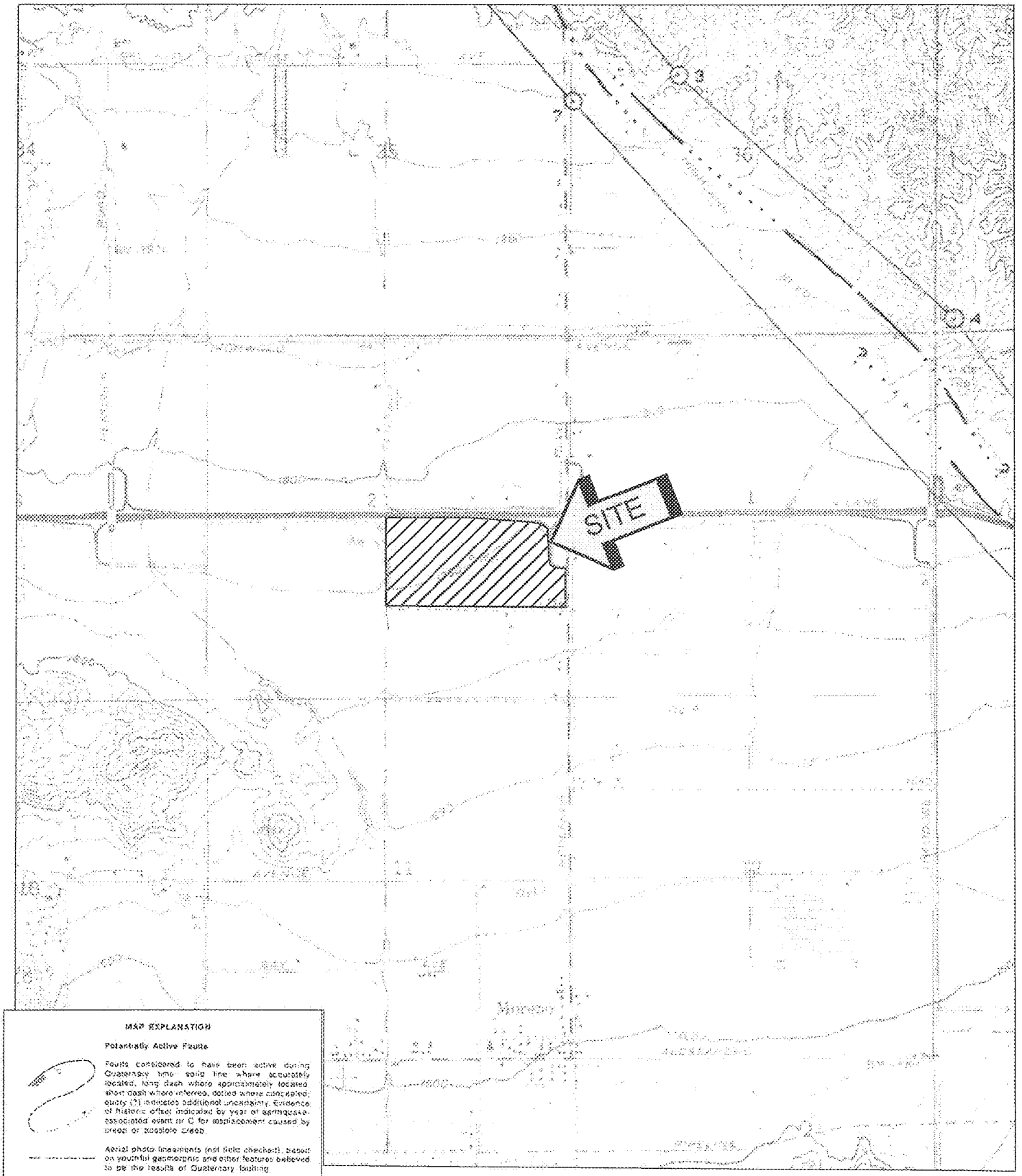

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'	
DRAWN: DRK CHKD: JAS	
SCG PROJECT 09G285-2	
PLATE 3	

SOUTHERN CALIFORNIA GEOTECHNICAL

FAULT ZONES
03/16/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00114595

3.0 Comments and Responses

3.0 COMMENTS AND RESPONSES

3.1 INTRODUCTION

The City of Moreno Valley's Responses to Comments on its Draft EIR for the Westridge Commerce Center are presented herein as required by California Code of Regulations, title 14 (hereinafter, "State *CEQA Guidelines*") Sections 15089, 15132, and 15088. Specifically, *CEQA Guidelines* Section 15088, subd. (a) requires that: "[t]he lead agency . . . evaluate comments on environmental issues received from persons who reviewed the draft EIR and . . . prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments." The 45-day comment period on the Draft EIR commenced on October 21, 2010 and concluded December 6, 2010.

Additionally, and as required by Section 15088, the City of Moreno Valley will provide written responses to all comments on the Draft EIR received from public agencies during the 45-day public review period at least 10 days prior to the proposed certification of the Program EIR.

In summary, the City's written responses describe the disposition of significant environmental issues raised and any revisions to the Draft EIR made as a result of the comments. Additionally, the City's written responses provide a good faith, reasoned analysis of all environmental issues raised and cite to specific factual and legal support for the Draft EIR's conclusions.

3.1.1 Comments Received

The following section presents a list of the comment letters received during the Draft EIR public review period. Comment letters have been organized by State agencies, County and regional agencies, and comments received from local organizations and individuals. Each letter has been assigned an identifying designation (generally an acronym or name abbreviation), and topical items within each letter have been numbered. Table 3-1 lists all commentor letters received by the City in regard to the Draft EIR, and the designation assigned to each. Comments with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not included with the provided responses herein. The Lead Agency has, however, included these late comments and their corresponding responses in the Project staff report.

Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10

Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack, on behalf of Residents for a Liveable Moreno Valley, and Moreno Valley Group of Sierra Club.	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

The comment letters and the corresponding numbered responses are presented on the following pages.

STATE OF CALIFORNIA

Governor's Office of Planning and Research

State Clearinghouse and Planning Unit

Arnold Schwarzenegger
Governor

Cathleen Cox
Acting Director

December 7, 2010

RECEIVED
DEC 13 2010
CITY OF MORENO VALLEY

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Subject: PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
SCH#: 2009101008

Dear Jeff Bradshaw:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. The review period closed on December 6, 2010, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office. SCH-1

Sincerely,

Scott Morgan
Director, State Clearinghouse

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Document Details Report
State Clearinghouse Data Base

SCH# 2009101008
Project Title PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
Lead Agency Moreno Valley, City of

Type EIR Draft EIR

Description The West Ridge Commerce Center project proposes a 937,260 square foot industrial warehouse building on approximately 55 acres located on the south side of State Route 60, on the north side of Eucalyptus Avenue and ~650 feet west of Redlands Boulevard. The proposed warehouse use requires a change of zone from the Business Park land use district to the Light Industrial land use district. The project also requires approval of Tentative Parcel Map No. 36207 to combine the project parcels into a single parcel and a Municipal Code Amendment to establish a minimum buffering distance between warehouse distribution activities in the LI zone and adjacent residential zones. THe Quincy Channel, which is a segment of the City's Master Plan of Drainage, runs along the west site boundary and the project will be responsible for some channel improvements.

Lead Agency Contact

Name Jeff Bradshaw
Agency City of Moreno Valley
Phone (951) 413-3224 **Fax**
email
Address 14177 Frederick Street
City Moreno Valley **State** CA **Zip** 92553

Project Location

County Riverside
City Moreno Valley
Region
Lat / Long 33° 56' 7.7" N / 117° 09' 34.5" W
Cross Streets Fir/Eucalyptus Avenue, Redlands Boulevard
Parcel No. 488-330-003 to 006 & 026
Township 3S **Range** 3W **Section** 2 **Base** SBB&M

Proximity to:

Highways SR 60
Airports No
Railways No
Waterways No
Schools No
Land Use GPD: Business Park
Z: Business Park

Project Issues Aesthetic/Visual; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Landuse; Noise; Public Services; Soil Erosion/Compaction/Grading; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian

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Reviewing Agencies Resources Agency; Department of Conservation; Department of Fish and Game, Region 6; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 8; Air Resources Board, Major Industrial Projects; Regional Water Quality Control Board, Region 8; Native American Heritage Commission

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Date Received 10/21/2010 **Start of Review** 10/21/2010 **End of Review** 12/06/2010

Note: Blanks in data fields result from insufficient information provided by lead age

Item No. E.3

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH
STATE CLEARINGHOUSE
SCH No. 2009101008

Response SCH-1

State Clearinghouse receipt of the Westridge Commerce Center Draft EIR is acknowledged, as is distribution of the Draft EIR to the listed State Agencies. The State-assigned Clearinghouse reference number (SCH No. 2009101008) and dates of the public review period for the Draft EIR (October 21, 2010 through December 6, 2010) are also acknowledged.

California Natural Resources Agency
DEPARTMENT OF FISH AND GAME
http://www.dfg.ca.gov
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-200
Ontario, CA 91764
(909) 484-0167

ARNOLD SCHWARZENEGGER, Governor
JOHN McCAMMAN, Director

December 3, 2010

RECEIVED
DEC - 7 2010
CITY OF MORENO VALLEY

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Re: Draft Environmental Impact Report for Westridge Commerce Center
SCH No. 2009101008

Dear Mr. Bradshaw:

The Department of Fish and Game (Department) appreciates this opportunity to comment on the Draft Environmental Impact Report (DEIR) for the Westridge Commerce Center. The Department is responding as a Trustee Agency for fish and wildlife resources [Fish and Game Code sections 711.7 and 1802 and the California Environmental Quality Act Guidelines (CEQA) section 15386] and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines section 15381), such as a Lake and Streambed Alteration Agreement (Section 1600 *et seq.*) or a California Endangered Species Incidental Take Permit (Fish and Game Code Sections 2080 and 2080.1). CDFG-1

For this project the Department will be acting as a Trustee and Responsible Agency. As per Section 15096 of the California Environmental Quality Act statute, as a Responsible Agency the Department is obligated to focus its comments on any shortcomings in the CEQA document, the appropriateness of the CEQA document utilized, and additional alternatives or mitigation measures which the CEQA document should include.

The site is located in the City of Moreno Valley, County of Riverside and is bounded on the north by SR-60 and Spruce Avenue, on the south by Eucalyptus Avenue, on the east by vacant land and Redlands Boulevard, and on the west by the Quincy Channel and agricultural land. Surrounding development consists of vacant and agricultural land. CDFG-2

The proposed project consists of a 937,260 square foot industrial warehouse building on 55 acres. The Quincy Channel runs along the western boundary and will require improvements.

MSHCP

The project is located within the boundary of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and is subject to the provisions and policies of that plan. The MSHCP is a Natural Communities Conservation Plan that provides coverage for 146 species and up to 510,000 acres. Participants in the MSHCP are issued take authorization for covered species and do not require Federal or State Endangered Species Act Permits. The City of Moreno Valley is an MSHCP participant. CDFG-3

The project is not within Cell Criteria Areas and does not require additional surveys and narrow endemic surveys, however, burrowing owl surveys are required. Initial surveys showed that burrowing owl was not present. CDFG-3 cont'd.

Recommendations

Per section 15096 of the CEQA statute, as a Responsible Agency the Department is obligated to focus its comments on any inadequacies of the CEQA document and additional alternatives or mitigation measures which should be included in the CEQA document. As a Responsible Agency the Department will be obligated to consult the final CEQA document to prepare a Lake and Streambed Alteration Agreement or a California Endangered Species Incidental Take Permit. If the final CEQA document fails to identify and adequately mitigate all of the impacts of the proposed project and any alternatives, the project proponents will be required to reinitiate the CEQA process at their expense, or fund another CEQA process under the direction of the Department to identify and adequately mitigate all impacts associated with any Department discretionary actions.

The Department recommends that the Lead Agency clarify the issues raised below and provide a response to these comments in the Final Environmental Impact Report (FEIR) or subsequent CEQA document. CDFG-4

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant revegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

Biological Resources

A biological assessment was conducted in October, 2008. Biological Resources Assessments for the project site include the following: Burrowing Owl surveys in July, 2009, an off-site biological assessment in May, 2010 and a wetland jurisdictional delineation in February, 2010.

Biological habitat communities on the site include mulefat riparian, ruderal and agricultural. The site is highly disturbed and was formerly utilized for agricultural purposes. No focused biological surveys were required. Two southern black walnut trees were found on site. CDFG-5

Impacts and Mitigation

Section 14(a) of Appendix G of the CEQA Guidelines provides an outline for significant biological impacts. Section (a) asks whether the project will have a substantial adverse effect "...either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species...". CDFG-6

Section (b) asks, in part, whether the project will have a substantial adverse effect on any riparian habitat or other sensitive natural community identified by the California Department of Fish and Game.

Impacts to terrestrial biological resources are minimal. Mitigation for these impacts is provided for by participation in the MSHCP. The project is also located within the fee area for the Stephens Kangaroo Rat Habitat Conservation Plan. No burrowing owl were found on the site. CDFG-6 cont'd

Streambed Alteration Agreements and CEQA

The site is located adjacent to the Quincy Channel. Potential receiving waters from Quincy Channel are the Heacock Channel, Perris Valley Storm Drain and the San Jacinto River. The project site is not within the 100-year floodplain. The Channel is 1,295 linear feet with 2.4 acres of riparian habitat. Sheet flow from the site drains to the east to the jurisdictional channel along the west side of Redlands Boulevard. Both channels collect runoff from SR-60 and north of SR-60. The applicant is proposing to construct a scour wall adjacent to this channel. Along with the scour wall will be a maintenance road and a 50-150 foot buffer between the development and the Channel. The stream is an eroded earthen channel that collects runoff from three five foot wide culverts under SR-60. CDFG-7

Impacts to Quincy Channel will be from a channel crossing, not the scour wall. Impacts will also occur to an off-site channel. Permanent impacts are .003 acres to the Quincy Channel and 0.08 acres to the channel to the east (off-site). The applicant is proposing to mitigate impacts to jurisdictional State waters and riparian habitat by replacing riparian habitat at a 1:1 ratio, success criteria, and a three year maintenance and monitoring plan. CDFG-8

If the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance, mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement. In order to avoid delays or repetition of the CEQA process, potential impacts to a stream or lake, as well as avoidance and mitigation measures need to be discussed within this CEQA document. CDFG-9

The Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:1 replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors. CDFG-10

We recommend submitting a notification early on, since modification of the proposed project may be required to avoid or reduce impacts to fish and wildlife resources. To obtain a Streambed Alteration Agreement notification package, please call (562) 430-7924.

The following information will be required for the processing of a Streambed Alteration Agreement and the Department recommends incorporating this information to avoid subsequent CEQA documentation and project delays:

1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
2) Discussion of avoidance measures to reduce project impacts; and,
3) Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

CDFG-11

Section 15370 of the CEQA guidelines includes a definition of mitigation. It states that mitigation includes:

1) Avoiding the impact altogether by not taking a certain action or parts of an action,
2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation,
3) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment,
4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action,
5) Compensating for the impact by replacing or providing substitute resources or environments.

CDFG-12

In the absence of specific mitigation measures in the CEQA documents, the Department believes that it cannot fulfill its obligations as a Trustee and Responsible Agency for fish and wildlife resources. Permit negotiations conducted after and outside of the CEQA process deprive the public of its rights to know what project impacts are and how they are being mitigated in violation of CEQA Section 15002. Also, because mitigation to offset the impacts was not identified in the CEQA document, the Department does not believe that the Lead Agency can make the determination that impacts to jurisdictional drainages and/or riparian habitat are "less than significant" without knowing what the specific impacts and mitigation measures are that will reduce those impacts.

Thank you for this opportunity to comment. Please contact Robin Maloney-Rames at (909) 980-3818, if you have any questions regarding this letter.

Sincerely,

Jeff Brandt
Senior Environmental Scientist

cc: Michael Flores

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

Letter Dated December 3, 2010

Response CDFG-1

The commentor notes CDFG's status as a responding Trustee Agency for California's fish and wildlife resources, and as a Responsible Agency for CDFG discretionary actions and permits. For the Project under consideration, the commentor notes that CDFG provides comments as both a Trustee and Responsible Agency. The commentor notes further that, pursuant to *CEQA Guidelines* Section 15096, comments provided by Responsible Agencies should focus on shortcomings on an EIR, and on additional alternatives or mitigation to be included in the EIR.

Trustee and Responsible Agency status of CDFG is recognized. The *CEQA Guidelines* Section 15096 directions for comments on EIRs to be provided by Responsible Agencies are acknowledged. It is noted further the *CEQA Guidelines* Section 15096 requires that Responsible Agencies limit their comments to ". . . those project activities which are in the agency's area of expertise or which are required to be carried out or approved by the agency or which will be subject to the exercise of powers by the agency."

Response CDFG-2

The Project location and scope as summarized by the commentor is materially correct. Please refer also to the detailed Project Description presented in Draft EIR Section 3.0.

Response CDFG-3

The commentor notes location of the Project within the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP).Attributes of the MSHCP and species "take" authorization for MSCHP participants are noted by the commentor. The commentor identifies the City of Moreno Valley as a participant in the MSHCP. The

commentor states further that the Project does not lie within [MSHCP] Cell Criteria Areas, and does not require surveys other than for burrowing owls. The commentor notes that initial [Draft EIR] surveys conducted for the Project indicate that owls are not present on the subject site.

Provisions of the MSHCP are noted, as is the City's status as an MSHCP participant. Species survey requirements for the Project, as stated by the commentor, are consistent with surveys conducted in conjunction with preparation of the Draft EIR. Results of the Project Burrowing Owl Survey (Survey) are summarized in Draft EIR Section 4.8, "Biological Resources," and the Survey is provided at Draft EIR Appendix G.As noted by the commentor, the initial Survey results indicate that burrowing owls are not present on the Project site. The Survey notes that "[n]o burrowing owls or their sign were detected during the surveys and there was no evidence that any burrowing owls occur onsite. In addition, this species has not been recorded from the project area in the past." [Survey, Page 6.] Further, the Draft EIR notes that "[t]he Project area does provide suitable burrowing owl foraging habitat; however, no burrowing owls or their sign were detected during the Project burrowing owl survey." (Draft EIR, Page 4.8-8.)

<u>Response CDFG-4</u>

The commentor reiterates *CEQA Guidelines* Section 15096 provisions and requirements. The commentor notes that CDFG will consult the EIR for the purposes of preparing a Lake and Streambed Alteration Agreement and/or issuance of an Incidental Take Permit. The commentor lists three (3) issues to be clarified in the Final EIR:

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

The following responses are provided to the issues/requirements cited by the commentor.

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters. Draft EIR Mitigation Measure 4.8.4 requires that a lake and streambed alteration agreement (Section 1600 permit) or waiver be obtained prior to the issuance of any grading permit and that written verification of the permit or waiver be provided to the Lead Agency (Community Development Department-Planning Division and the Public Works Department-Land Development Division).In support of the Permit, the Draft EIR identifies estimated impacts at CDFG jurisdictional areas and habitat, and identifies responding mitigation. This information will be included in subsequent Section 1600 Permit documentation for the Project. Relevant EIR text is excerpted below:

> [T]he channel is jurisdictional under the U.S. Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Under a maximum potential impact scenario, construction of off-site improvements could result in permanent disturbance and alteration of approximately 0.08 acres (710 lineal feet of 5-foot wide channel, or a total of 3,550 square feet) of un-vegetated riparian habitat. Consultation and permits from these agencies will be required prior to any disturbance of this channel (Draft EIR, Page 4.8-10).

As summarized in Draft EIR Section 4.8 and presented in detail in the Project Jurisdictional Delineation, construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat

riparian habitat/CDFG jurisdictional areas. This is a potentially significant impact, as acknowledged on Draft EIR Page 4.8-23.

The following mitigation measures addressing potential impacts to jurisdictional/ habitat areas were incorporated in the Draft EIR, and will be reflected in subsequent Section 1600 Permit documentation.

4.8.1 *Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*

4.8.2 *Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*

4.8.3 *Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be*

planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 *Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.*

4.8.5 *Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:*

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, and regular maintenance and monitoring activities to ensure the success of the mitigation plan*

(Draft EIR Pages 4.8-23 through 4.8-24).

The commentor incorrectly states subsequently (please refer to Comment CDFG-8) that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." Potential impacts from a future crossing of the Quincy Channel at Fir (future Eucalyptus) Avenue are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project. As noted in Footnote 2 on Draft EIR Page 4.8-19, repeated here for ease of reference:

> The EIR Jurisdictional Delineation also acknowledges jurisdictional impacts and associated mitigation and permitting requirements associated with the future bridge crossing of Fir (Eucalyptus) Avenue at the Quincy Channel, located southwesterly adjacent to the Project site. This bridge crossing, to be implemented by the City or others at a future date as a part of areawide circulation system improvements, will permanently impact an estimated 0.47 acres of CDFG jurisdictional areas, with temporary impacts to an additional 0.06 acres of CDFG jurisdictional area. Affected CDFG jurisdictional areas encompass ACOE and RWQCB jurisdictional areas. These are not Project-related impacts, but are however considered in this EIR and CEQA within the context of cumulative impacts. Please refer also to EIR Section 5.1.1.8, Cumulative Biological Resources impacts (Draft EIR Page 4.8-19).

2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan. The last bullet point at Mitigation Measure 4.8.5 is amended as follows to include native plant re-vegetation for areas temporarily disturbed by construction.

- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department. As noted above at Mitigation Measure 4.8.5 (as amended):

> *[The Project] HMMP shall, at a minimum, meet the following requirements:*
> - *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
> - *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
> - *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal**, native plant re-vegetation for areas temporarily disturbed by construction,** and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

While the Draft EIR presents a reasoned best estimate of impacts and proposed responsive mitigation based on Project design concepts, details such as monitoring and maintenance of mitigation for impacts to jurisdictional areas and affected habitat are more effectively developed based on final Project designs including detailed grading plans, utility plans design and final building designs. As matter of clarification, the following bullet point is added to Mitigation Measure 4.8.5:

- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

With these revisions, Mitigation Measure 4.8.5 in total will be worded as presented below. These revisions will be reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

Response CDFG-5

The commentor notes biological resources surveys conducted for the Project, and comments further that no focused surveys were required. Surveys and survey results noted by the commentor are materially correct. No further response is required.

Response CDFG-6

The commentor cites *CEQA Guidelines* Appendix G suggested threshold considerations addressing habitat modifications and potential impacts to candidate, sensitive or special status species, riparian habitat, or other sensitive natural communities. The commentor notes that [Project] impacts to terrestrial biological resources are minimal, and that mitigation for these impacts is provided for through participation in the encompassing MSHCP. The Project also lies within the fee area for the Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan. Potential impacts to SKR are addressed though fee payments consistent with provisions of the SKR Habitat Conservation Plan. The above statements provided by the commentor are materially correct. No further response is required.

Response CDFG-7

The commentor summarizes physical characteristics of the Quincy Channel (Channel), located westerly of the Project site. The commentor notes that the Project Applicant proposes to construct a scour wall adjacent to the Channel. A maintenance road will be constructed on the easterly (developed side) of the wall and an approximate 50-150 foot buffer area will be provided between the wall and the developed warehouse areas.

The commentor's summary descriptions of the Channel and Applicant-initiated improvements are materially correct. No further response is required.

Response CDFG-8

The commentor incorrectly states that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." As noted in the preceding Response CDFG-4, potential impacts from a future crossing of the Quincy Channel at Fir (Future Eucalyptus) are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project.

As noted by the commentor, the Draft EIR acknowledges that the Project will result in or cause approximately 0.003 acres of *temporary* [emphasis added] impact to CDFG jurisdictional area along the Quincy Channel due to construction of the scour wall. Impacts arising from eventual future crossing of the Channel are not Project-specific and no mitigation is proposed by the Project. Potential cumulative impacts of the crossing are discussed at Draft EIR Section 5.1.1.8:

> . . .[I]t is noted that the ultimate design of Fir (future Eucalyptus) Avenue includes the construction of a crossing to span Quincy Channel. This future channel crossing is not considered a component of the proposed [P]roject and is contingent on vicinity development, which may occur in the next several years. The future construction of a channel crossing could result in permanent and temporary impacts on [the] Quincy Channel. These potential impacts are identified within Section 5.2.2 of the Jurisdictional Delineation Report in Draft EIR Appendix G. Because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in this EIR. It is further noted, however, that the ultimate extension of Eucalyptus Avenue, including the construction of a Quincy Channel crossing, is included in the City's General Plan Circulation Element, and as such, has been considered as a part of the City's General Plan EIR. Cumulative Project impacts are not affected by the extension of Fir (future Eucalyptus) Avenue or the construction of a Quincy Channel crossing (Draft EIR Pages 5-22 through 5-23).

<u>Response CDFG-9</u>

The commentor states that"[i]f the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance,

mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement."

The commentor's statement/concern is recognized; however, such concerns are not germane to the Project or to the Draft EIR. Potential Project-related impacts to lakes, streams, and associated resources are fully disclosed and discussed in the Draft EIR and supporting technical studies presented in Draft EIR Appendix G. A summary of impacts and proposed mitigation is provided in preceding responses CDFG-1 through CDFG-8. Please refer also to the detailed discussions presented in Draft EIR Section 4.8, "Biological Resources," and supporting technical studies provided in Draft EIR Appendix G, "Biological Resource Assessments." Moreover, all areas of potential jurisdictional impacts are avoided to the extent possible and mitigated where complete avoidance is infeasible. The discussion provided as part of Draft EIR Mitigation Measures 4.8.1 through 4.8.3, as excerpted below, requires and promotes avoidance. The complete text of these mitigation measures is provided in the preceding Response CDFG-4.

> *. . . Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel . . . a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*
>
> *. . .Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained*

throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

. . . [N]o invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel (Draft EIR Page23).

Response CDFG-10

The commentor states that "[t]he Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:l replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors."

The Project does not propose elimination of drainages, lakes and their associated habitats. Mitigation is proposed for the Project's temporary impact to 0.003 acres of riparian (mulefat) habitat.[1]The ultimate scope and location of mitigation will be determined in consultation with CDFG through the Streambed Alteration Agreement Notification/Permit process (or waiver), to be completed prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas. Notification/Permit processes will be initiated by the Applicant at the earliest practicable date. Given the nominal scope of habitat impact (0.003 acres), its relative distance from proposed areas of development, and intervening buffering areas provided, no substantive alteration of the Project is proposed nor anticipated to be

[1] Total impacts to jurisdictional areas are estimated at 0.083 acres: 0.003 acres temporary impact to jurisdictional mulefat habitat; 0.08 acres permanent impact to non-habitat jurisdictional areas.

required in order to successfully mitigate the Project's temporary impacts to riparian habitat. Contact information provided by the commentor is noted.

Response CDFG-11

The commentor notes the following informational requirements for a Streambed Alteration Agreement, and recommends its incorporation in CEQA documents:

> 1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
> 2) Discussion of avoidance measures to reduce project impacts; and,
> 3)Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

The above information is provided in the Draft EIR and supporting jurisdictional delineation information presented at Draft EIR Appendix G. Excerpted germane Draft EIR discussions are presented below, and the commentor is referred to full detailed discussions presented in the body of the Draft EIR, specifically, within Section 1.0, Summary; Section 4.8, Biological Resources; and Section 5.0, Other CEQA Considerations. Supporting technical studies are provided at Draft EIR Appendix G, Biological Resource Assessments.

1. **Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type).**The Draft EIR states that "[p]roject construction activities will result in the following potentially significant impacts: Potential direct temporary impacts to 0.003 acres, (22 lineal feet) of mulefat vegetated riparian habitat; and Potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat" (Draft EIR Page 1-77, et al.).

2. **Discussion of avoidance measures to reduce project impacts.** The Draft EIR states that "[a]maintenance road will be provided along the easterly edge of the scour wall, and Westerly of the scour wall, a buffer area averaging in width from approximately 50 feet to 150 feet will be established, providing separation between the developed site and the adjacent Quincy Channel. This physical separation between the developed site and the Channel habitat areas minimizes or precludes direct impacts to the Channel and its associated vegetation communities and special status plant species." (Draft EIR Page 4.8-18, *et al.*) Please refer also to the preceding Response CDFG-9.

3. **Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.** Please refer to Draft EIR Mitigation Measures 4.8.1 through 4.8.5 (as amended through these responses), presented in the preceding Response CDFG-4.

Response CDFG-12

The commentor cites *CEQA Guidelines* Section 15370, which describes/defines mitigation, and states that CDFG cannot fulfill its obligations absent defined impacts and proposed mitigation. CDFG point of contact information is provided.

Project impacts are fully and appropriately defined and disclosed as summarized in the preceding responses and presented in detail in the Draft EIR (0.08 acres permanent impact to non-habitat jurisdictional areas; 0.003 acres temporary impact to jurisdictional mulefat habitat). Mitigation is proposed for impacts determined to be potentially significant. Mitigation includes restoration/replacement habitat at a minimum 1:1 ratio. The Lead Agency considers the defined area of impact and proposed mitigation to be consistent with CDFG requirements, and supports the Department's obligations and responsibilities as a Trustee and Responsible Agency. Project impacts, as mitigated, are considered to be less-than-significant. Mitigation as revised herein is included in

response to CDFG comments. CDFG staff were contacted (phone conversation 12.16.10) to clarify information provided in the DEIR and discuss CDFG concerns. Subsequent to that conversation, a draft of these responses was emailed to CDFG staff. As indicated in the following email response from CDFG, CDFG staff concurs with the substance of these responses and proposed revisions to the Draft EIR text.

From: Robin Maloney-Rames <RMaloney@dfg.ca.gov>
Date: December 29, 2010 9:13:07 AM PST
To: <cray@appliedplanning.com>
Subject: Re: Westridge Draft EIR-CDFG Comments and Responses (Draft)

Hello Charly:

I took a look at the letter and response to comments. It seems to be in order. If you could include this with the Response to Comments I would appreciate it.

thanks
Robin

Environmental Scientist
Dept. of Fish and Game
Eastern Sierra Inland Deserts Region 6
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
(909) 980-3818

Thank you for contacting the California Department of Fish and Game. Pursuant to Governor's Executive Order S-12-10, we are closed on the second, third and fourth Friday of each month.

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 8
PLANNING
464 WEST 4th STREET, 6th Floor MS 725
SAN BERNARDINO, CA 92401-1400
PHONE (909) 383-4557
FAX (909) 383-6890
TTY (909) 383-6300

Flex your power!
Be energy efficient!

December 6, 2010

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Westridge Development Draft Environmental Impact Report (October 2010). SCH: 009101008.
Riv-60-PM19.0/20.4

Dear Mr. Bradshaw,

We have completed our review for the above noted project which is located south of State Route 60 (SR-60) east of Quincy Channel, and north of Fir Avenue in the City of Moreno Valley. The project proposal comprises of the construction of 937,260 square feet of new light industrial warehouse/distribution area.

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the County of Riverside due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS. DOT-1

We have the following comments:

Traffic Operations

1. Please include a Stacking Distance analysis for the Moreno Beach Road . DOT-2

2. Traffic Impact Study (page 124, Table 6-11); under Redlands Blvd at SR-60 Westbound Ramp, please include: WBL, WBR, EBL & EBR. Additionally, under SR-60 at eastbound Ramps, please include: SBR. DOT-3

3. Due to the potential high volumes of truck traffic, please ensure that the ramp intersection will accommodate STAA truck turning movements. DOT-4

4. Please include the ramp merge/diverge analysis for SR-60 at Moreno Beach Dr. and at Redlands Blvd. DOT-5

Mr. Bradshaw
December 6, 2010
Page 2

Hydrology

1. Although the proposed improvements should have no significant effect on Caltrans facilities, the documentation submitted did not give specific details how the runoff from the freeway SR-60 will be captured and contained. We would expect the developer's engineer to address this issue during the design and permit approval process. DOT-6

Permit Requirements:

1. Any proposed alterations to existing improvements within State right-of-way may only be performed upon issuance of a valid encroachment permit and must conform to current Caltrans design standards and construction practices.
2. Review and approval of street, grading and drainage construction plans will be necessary prior to permit issuance. Information regarding permit application and submittal requirements may be obtained by contacting:

Office of Encroachment Permits
Department of Transportation
464 West 4th Street, 6th Floor, MS-619
San Bernardino, CA 92401-1400
(909) 383-4526

DOT-7

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Joe Shaer at (909) 383-6908 or myself at (909) 383-4557 for assistance.

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION, DISTRICT 8

Letter Dated December 6, 2010

Response DOT-1

Caltrans jurisdiction and statutory responsibilities in regard to the proposed Project's potential effects on SR-60 are acknowledged. Agency review of the Draft EIR is appreciated.

Response DOT-2

The commentor requests a stacking distance analysis for Moreno Beach Road. Within the context of the Caltrans Guide for the Preparation Traffic Impact Studies (State Of California Department Of Transportation), December 2002, the traffic impact analysis consultant, guided by local input and expertise of the Lead Agency, established the parameters and extent of the Project Traffic Impact Analysis (TIA). The Project is anticipated to contribute nominal[2] traffic to Moreno Beach Road for opening year conditions; and would contribute less than 50 peak hour trips to Moreno Beach Road under long-range conditions.

Pursuant to applicable CMP TIA guidelines (see Caltrans TIS Guidelines, Page 2), it is typically unnecessary for projects generating less than 50 peak hour trips to assess potential impacts in regard to stacking or progression through an interchange area. The Lead Agency has not indicated special circumstances or other considerations that would indicate a requirement for a stacking distance analysis for Moreno Beach Road, nor is such the conclusion of the TIA consultant.

---

[2] Nominal traffic contributions are defined less than 50 vehicles per day (Project TIA Page 44, et al.)

Response DOT-3

The commentor requests specific analysis of the westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps. Analysis of the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps is also requested.

The westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps were not individually reported since they are shared lanes, and the queues associated with these movements are reflected in the 95th percentile queue presented for the westbound and eastbound through movements, respectively. Similarly, the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps was not reported individually since it is a shared movement with the southbound through lane. Please refer also to TIA Table 4-1 (Intersection Analysis for Existing Conditions).

Response DOT-4

As noted in the discussion of regional access (Draft EIR Section 4.2.2.2 on Page4.2-8), the Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. (Please refer to Figure 3.5-1, Site Plan Concept). The Project would, upon approval, be responsible for payment of Traffic Uniform Mitigation Fee (TUMF) contributions; however, interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. When designed, reviewed and constructed, it is presumed that the ramps will be required to be consistent with Caltrans design standards, and will accommodate STAA truck turning movements.

Response DOT-5

According to the Transportation Research Board's *Highway Capacity Manual*, the influence area for a merge junction is 1,500 feet downstream, and the influence area for a

diverge junction is 1,500 feet upstream. The distance between the ramps at Redlands Boulevard and Moreno Beach Boulevard is approximately 6,600 feet. There are no other merge/diverge junctions (i.e., interchanges) within the 1,500-foot influence areas of the ramps at Moreno Beach Boulevard and Redlands Boulevard, and as such, merge and diverge analyses were determined unwarranted as part of the Project TIA.

Response DOT-6

As noted by the commentor, specific concerns in regard to the design of collectors for runoff from the SR-60 onto the site will be addressed as part of the design and permit approval process. In general, as discussed in Draft EIR Section 4.6, "Hydrology and Water Quality," storm water will be collected onsite through a series of catch basins and clarifiers, and directed to a municipal drainage system, connections for which would be constructed adjacent to the site within the rights-of-way of Fir (future Eucalyptus) Avenue and Redlands Boulevard.

Response DOT-7

The required review of street, grading and drainage construction plans by Caltrans personnel prior to the issuance of encroachment permits is acknowledged. The address and contact information provided is appreciated.

Board of Directors

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Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

December 6, 2010

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: West Ridge Commerce Center Project
Draft Environmental Impact Report
SCH No. 2009101008

Dear Mr. Bradshaw:

Thank you for the opportunity to review the Draft Environmental Impact Report (DEIR) for the above referenced project. The project is generally described as a plot plan for development of a 937,260 square foot warehouse distribution on building on a 55 acre site, Related applications include a Zone Change from Business Park to Light Industrial, a tentative parcel map to combine five parcels into a single parcel and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment to establish a buffering distance between warehouse distribution land uses in the light industrial zone and adjacent residential zones. EMWD-1

Eastern Municipal Water District (EMWD) offers the following comments with respect to this DEIR document:

1- Please revise Mitigation Measure 4.5.3, on page 4.5-29, as follows (revisions indicated in ***bold italics***):

4.5.3 ***In this East Moreno Valley area, existing water, sewer and recycled water facilities are not adequate to accommodate the Project. Therefore, from a facilities perspective, the Project would be conditioned to construct off-site and on-site water, sewer and recycled facilities needed to serve the*** EMWD-2

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet : www.emwd.org

City of Moreno Valley
December 6, 2010
Page 2

Project. Accordingly, a Plan of Services (POS) must be completed and submitted by the Applicant, for EMWD's approval. As soon as possible, the Applicant shall meet with EMWD staff to develop a Plan Of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water ***facilities*** requirements to serve the project, ***to be constructed by the Applicant. Additionally, there could be temporary service impacts while constructing or extending facilities required for this Project, which should be evaluated in the Final EIR.*** EMWD-2 cont'd.

2- Please note the Water Supply Assessment (WSA) expiration date is June 4, 2011. EMWD-3

Again, EMWD appreciates the opportunity to comment on this project. Please forward future environmental documents for this project and the response to the above comments prior to EIR certification to the attention of Karen Hackett at the mailing address shown on page one. If you have questions concerning these comments, please feel free to contact Karen Hackett at 951 928-3777, Ext. 4462, or myself at Ext. 4455. EMWD-4

Sincerely,

Joseph B. Lewis
Director of Engineering Services

JBL:ME:RR:KAH

cc: E. Lovsted

Encl.

Board of Directors

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Anthony J. Pack

Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

Developers/Engineers

Will your project require service from Eastern Municipal Water District for water, sewer or recycled water?

EMWD requires beginning dialogue with the applicant at an early point in site design and development of a project, in order to assess the infrastructure needs. Accordingly, we offer to meet with developers/engineers for one initial due-diligence meeting, without requiring a deposit. This meeting is to review your project and determine potential service from EMWD. The objective is to provide a forum to resolve any questions about our development process and help to determine if there are any potential issues that may exist in the area concerning EMWD facilities (water, sewer or recycled water). Afterward, should you decide to pursue your project(s) with EMWD, we will require you to deposit funds and open a Work Order. This Work Order is used to cover staff time and research required to generate a Plan of Service. No improvement plans will be accepted until this pre-project phase is completed and an EMWD Plan of Service has been approved.

In an ongoing effort to develop a dependable and reliable water supply for its customers, EMWD's goal is to maximize the use of recycled water, for landscape demands. All projects that include landscaped areas are carefully considered for recycled water use. This process needs to begin early to avoid unnecessary delays. EMWD-5

In order to set up a Due Diligence meeting we need:

1- A completed Due Diligence questionnaire.
2- Your proposed agenda for the due-diligence meeting
3- Location Map
4- Proposed development plan layout if available (hard copy and JPEG format)

I encourage developers/engineers to become familiar with EMWD New Development processes, while designing your project. They have been developed over many years and serve a great importance as they can prevent complications and save time. More information can be found at http://www.emwd.org/new_biz/new-biz-dev.html

If at any point in time there are questions or concerns, please do not hesitate to contact me

Sincerely,

Linda H. Petersen
Development Coordinator ex. 4310
Petersel@emwd.org

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet: www.emwd.org

EASTERN MUNICIPAL WATER DISTRICT

Letter Dated December 6, 2010

Response EMWD-1

The commentor has accurately summarized the general aspects of the proposed Project and required discretionary actions.

Response EMWD-2

As discussed in the EIR, the Project's impacts to water supplies is less-than-significant. Notwithstanding, mitigation is provided to ensure timely construction of service lines/facilities necessary to serve the Project. In this regard, the Lead Agency acknowledges the District's desire to clarify the referenced Mitigation Measure 4.5.3, which is discussed in Draft EIR Section 4.5, "Water Supply." Accordingly, the language of this mitigation measure has been amended as follows.

> 4.5.3 *The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project,* ***to be constructed by the Applicant****.*

Related to the Project POS, preliminary information provided by EMWD indicates that provision of adequate fire flows for the area west of Redlands Boulevard and south of SR-60 will require construction of a 24-inch water line within the Fir (future Eucalyptus Avenue) extending westerly from Redlands Boulevard to connect to an existing 24-inch line at the approximate alignment of Petit Street. The extent of the actual construction of the line is not known at this time and is ultimately dependent on the timing of improvements constructed as a part of adjacent proposals. Regardless of these other projects, Certificate of Occupancy for the Project is conditioned on the provision of

adequate fire flows whether achieved by this new line, or by other means acceptable to EMWD and the City Fire Department.

To ensure monitoring and enforcement, this revision to Mitigation Measure 4.5.3 is reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata. Additional explanatory language provided by the commentor is not considered appropriate for inclusion in this mitigation measure.

The Applicant's responsibility for the construction of all required infrastructure to serve the Project, including but not limited to the extension of off-site and on-site water, wastewater, and recycled water facilities, is acknowledged. As noted in the discussion of Water/Sewer Services on Draft EIR Page 3-21, "[a]lignment of service lines, and connection to existing services will be as required by EMWD."

The possibility of temporary service impacts during the construction or extension of facilities is acknowledged. Coordination with the District in regard to planned or proposed construction actions will occur as part of the preparation of the required POS (identified in Mitigation Measure 4.5.3, above). Additionally, notification of potential utility service disruptions would be provided to existing residents and/or business owners in the area by the developer, acting to minimize their effects. The results and conclusions of the Draft EIR are not affected.

<u>Response EMWD-3</u>

As noted in Draft EIR Mitigation Measure 4.5.4 (excerpted below), the upcoming expiration date of the Project's Water Supply Assessment is acknowledged.

> 4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008.The Project Applicant shall maintain communication with EMWD*

on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA.

Response EMWD-4

As requested, and pursuant to Public Resources Code §21092.5, the District will receive a written response to these comments at least ten days prior to the certification of this EIR.

Response EMWD-5

EMWD provides a standardized Notice to Developers and Engineers outlining EMWD requirements and processes necessary to ensure adequate and timely provision of services.

The Notice to Developers and Engineers (Notice) attached to the above-referenced comment letter is acknowledged, and has been incorporated in this Final EIR for ease of reference. The Applicant consulted with EMWD early in the planning process (due diligence meeting conducted with EMWD staff on January 27, 2009) in order to determine the likely scope and type of improvements required. At the earliest feasible date, the Applicant will coordinate with EMWD in developing the POS for the Project consistent with provisions of the Notice.

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

134314

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

November 29, 2010

RECEIVED
DEC - 6 2010
CITY OF MORENO VALLEY

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

~~Dear Mr.~~ Bradshaw:

Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

This letter is written in response to the Notice of Availability West Ridge Commerce Center Project Draft Environmental Impact Report. The purpose of the proposed project is to develop a 937,260 sq. ft. warehouse distribution building on a 55 acre site located near Eucalyptus Avenue and Redlands Boulevard. The project also requests a zone change of five parcels from Business Park to Light Industrial, combining the five parcels into one and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment. RCFC-1

The Riverside County Flood Control and Water Conservation District (District) has reviewed the DEIR and has the following comments:

This project involves District Master Drainage Plan facilities, namely Moreno Line G-7 and D-3. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards and District plan check and inspection will be required for District acceptance. Plan check and administrative fees will be required. RCFC-2

This project is located within the limits of the District's Moreno Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

The District is signatory to the Western Riverside County Municipal Species Habitat Conservation Plan (MSHCP). If it is anticipated that the City will request that the District own, operate and maintain the above referenced facilities, the applicant will need to demonstrate that all construction related activities within the District right-of-way or easement are consistent with the MSHCP. To accomplish this, the CEQA document should include a MSHCP consistency report with all of its supporting documents and provide adequate mitigation in accordance with all applicable MSHCP requirements. The MSHCP consistency report should address, at a minimum, Sections 3.2, 3.2.1, 6.1.2, 6.1.3, 6.1.4, 6.3.2, 7.5.3 and Appendix C of the MSHCP. RCFC-3

134314

Mr. Jeff Bradshaw -2- November 29, 2010
City of Moreno Valley
Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

General Information

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy. RCFC-4

If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

Edwin Quinonez

EDWIN QUINONEZ
Senior Civil Engineer

c: Riverside County Planning Department
Attn: Kathleen Browne

AJK:EQ:blj

RIVERSIDECOUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Letter Dated November 29, 2010

Response RCFC-1

The commentor has accurately summarized the general aspects of the proposed Project and its required discretionary actions.

Response RCFC-2

The District's requirements in regard to transfer of ownership, standards for construction, inspection and fees are acknowledged.

Response RCFC-3

The assessment of the Project's potential to conflict with any applicable habitat conservation plan or natural community conservation plan (Draft EIR Page 4.1-31), indicates that the Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).The Project's compliance with all referenced sections of the MSHCP is documented within the *Report on Habitat Assessments and Biological Surveys for the Westridge Project Site* (Pages 42-43, Draft EIR Appendix G).

Response RCFC-4

RCFC provides general information addressing: National Pollutant Discharge Elimination System (NPDES) permit requirements; Federal Emergency Management Agency (FEMA) requirements for projects or actions within or affecting FEMA-mapped floodplains; and Army Corps of Engineers (ACOE)/California Department of Fish and Game (CDFG) requirements for projects or actions within or affecting natural watercourses or mapped floodplains.

The Lead Agency appreciates the general information on permitting requirements provided by the District. As noted in the Draft EIR's discussion of stormwater

permitting (Section 4.6.3.3, Pages 4.6-10 through 4.6-13), the Project is required to obtain clearance from the State Water Resources Control Board pursuant to the NPDES Statewide Industrial Storm Water Permit for General Construction activities. The Project does not lie within, nor would it otherwise affect any mapped floodplain areas. As such, the Project is not subject to FEMA floodplain requirements. As required through Project Mitigation Measure 4.8.4, the Applicant is required to obtain a streambed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit prior to physical disturbance of any jurisdictional areas.

December 5, 2010

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley 92552

Re: PROPOSED WAREHOUSE PROJECT, WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133

Dear Mr. Bradshaw:

I am a Moreno Valley resident, and have looked at the Westridge Commerce Center Draft Environmental Report and feel compelled to comment on this proposed project. I believe the proposed project; a 937,260 square foot warehouse distribution building on a 55-acre site located on the north side of Eucalyptus Avenue, approximately 650 feet west of Redlands Boulevard will negatively impact the overall quality of life in Moreno Valley. **I ask that this project be denied and not be built to the scope/size requested or in the area Ridge Property Trust is asking for it to be built on.** MA-1

The preamble to our City's General Plan states, "The City of Moreno Valley embraces the interests of its residents and strives to meet their needs by creating a sense of community. The commitment to this vision encourages attractive amenities and a full range of public services while promoting **a safe and healthy environment. It is the goal of the City to improve the quality of life ...**" and after reviewing the EIR it is apparent that this project will negatively affect: Air Quality, Traffic Congestion, Destroy Aesthetics, Impact Water, Incur Large amounts of Solid Waste, Bring More Light and Noise that overall will result in a deterioration of the quality of life enjoyed by residents of our city overall and in particular residents living on the East Side of our City and also hurt the children in our city by these negative impacts. MA-2

A survey taken for the City's General Plan also found out that **47% of our residents wanted to retain the rural character of northeast Moreno Valley** (10% disagreed). This project destroys that rural character, and it would be in the best interests of the residents of our City to honor that desire by denying this project. MA-3

I do not agree with the philosophy that for economic development to occur and for there to be jobs that I must lower my standard of living to achieve this. The 900 jobs that the EIR for this project suggests will occur, are in no way guaranteed to meet that number nor are they guaranteed to even go to a portion of Moreno Valley residents and this is a tactic that is playing upon the need for jobs in our City by promises that may not be kept, because there is no written contract that will guarantee this job number or that they go to local residents. MA-4

The EIR states repeatedly that the effects of this project are minimal and not significant in magnitude, however, if this were true this developer would not have to ask for a Zone Change from Business Park to Light Industrial because the proposed warehouse/distribution center at 937,260 sq. ft. exceeds Business Park footage in our City's General Plan of 50,000 sq. ft. This request in no way benefits the health, safety or welfare of current residents much less future residents as stated in the EIR. MA-5

This EIR also uses the approval of the 2.6 million square feet for the Highland Fairview Project as a tool for their requests to be granted. Due to the approval and development of Highland Fairview's mega warehouse and approval of the ProLogis project, any additional project(s) that incur additional MA-6

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
2

truck traffic, and diesel particulate matters into the air, as well as changing the scenic view by building another mega warehouse that will be open 24 hours per day, the accompanying lighting, noise, air pollution, traffic congestion, MUST be factored into the overall effect and impact of the Highland Fairview and ProLogis Projects to determine the real effects that will occur to the residents in the area of this development and the City as a whole. MA-6 cont'd.

With the State of California, Riverside County, and Moreno Valley all suffering from large budget deficits it is unknown when the necessary funds to upgrade the freeway, overpasses, roads will be able to be completed, and with numerous diesel trucks that will come from this project, the damage to local roads, streets, and increased congestion, as well as increased dirty air and diesel particulate will hurt our city's overall quality of life and could result in increased traffic accidents and costs to our police and fire as a result. MA-7

Again, our City's General Plan states, "The image of the community is perceived from freeways, streets and the point of view of the pedestrian. The viewer forms an impression about the beauty and safety of the community as he or she views the surrounding buildings …" If mega warehouses and distribution centers continue to be built along the eastern portion of our city and exceptions to the business park/light industrial maximum square footage of 50,000 sq. ft. continues to be ignored our city will suffer from negative impressions because we are allowing ourselves to become a warehouse ghetto, and that will also hurt property values of the residents surrounding this project as well as the others of the same ilk, and ultimately will cause depressed property values to continue if not decrease even more than they already have. By denying this project you will be protecting our home values and our city's image rather than letting the 60 freeway become a vision of mega warehouse distribution centers that were never intended to be built en masse in this part of our city. MA-8

In section 5.3.2.2 Industrial Development of the Moreno Valley General Plan it says, "Industrial and business park development is concentrated in the southern part of the City, generally located south of Iris Avenue and north of San Michele Road to the Perris city limits." Approving this project, as the others that have been approved, goes against what was to be an orderly and organized location for industrial and business park developments, not the east end of our city that was to have the rural characteristics valued and protected.

Although this project says it will get water from MWD and that there is no problem, I would point out that EMWD is still in a Stage 2 Water Shortage and goes on to say in their newsletter, that all EMWD customers are required to eliminate water waste, so how does approving mass warehouses help to not add more stress to our lack of water? And in their 10/21/10 newsletter, MWD says, "Southern California's water reserves are still low
Southern California continues to face significant water supply challenges in 2010 and beyond. … During the past three years, Metropolitan has tapped its reserves to maintain deliveries to its 26 member agencies and 19 million Southern Californians. Our reserves are down by about 50 percent. With water uncertainties facing the state, the challenge ahead is to continue to lower demand and stretch our reserve supplies as much as possible … Approving mega warehouse projects does not help in our struggle to maintain adequate water supplies whether it be from EMWD resources or MWD resources. This is another reason this project should be denied. MA-9

Regarding the increase diesel truck traffic that will occur if this project is approved, in a presentation, Truck Management Strategies in Los Angeles, by Susan Bok, AICP a Senior Transportation Planner, MA-10

Los Angeles it was noted that "Trucks often pass through or near residential areas en route to … distribution centers… safety, air pollution, vibration and noise impacts on residents. Truck impacts on roadway surfaces: 1 truck = 10,000 cars" which is a negative health and safety impact that will be incurred on the resident of Moreno Valley if this project is approved. MA-10 cont'd.

In an article from: Contemporary Economic Policy | January 1, 2007 | Bluffstone, Randall A.; Ouderkirk, Brad | Copyright:

"II. THE ENVIRONMENTAL ISSUES

Diesel exhaust is made up of gas and particulates. Gases include hydrocarbons, carbon dioxide, carbon monoxide, nitrogen oxides, and sulfur oxides, but particulates are of special concern because they are associated with a variety of cancers and cardiopulmonary problems that have been shown to increase the risk of mortality. Relative to gasoline engines, heavy-duty diesel trucks, such as those used in the logistics industry, typically emit at least 24 times more fine particulate matter per mile traveled (Kirchstetter et al., 1999). Health effects associated with these particles fall disproportionately on vulnerable populations, such as the young, elderly, and those who already have compromised respiratory systems.

Recently, the toxic and especially carcinogenic effects of diesel particulate matter (DPM), much of which comes from trucks, have been highlighted. The State of California and the U.S. Environmental Protection Agency (USEPA) have identified more than 40 toxic pollutants in diesel emissions, and in 1998 the California Air Resources Board (CARB) named it a toxic air contaminant (CARB, 2000; Lippmann et al., 2003; Ostro and Chestnut, 1998; SCAQMD, 2003). MA-11

Particulates are classified according to their diameters. Those less than 2.5 [micro]m ([PM.sub.2.5]) pose the greatest threat to human health because smaller size allows deeper penetration into lung tissues as well as longer float times (as much as several days under dry conditions) and therefore wider deposition. DPM is particularly light, with a mean particle diameter of 0.2 [micro]m, but as much as 20% of DPM can be less than 0.05 [micro]m, which floats longer and penetrates deeper than larger particles. DPM also has a large surface area, making it an ideal carrier for a variety of toxic compounds. DPM typically makes up 10-30% of total [PM.sub.2.5] concentrations. The federal limit for [PM.sub.2.5] is 15 [micro]g/[m.sup.3] average annual concentration and 65 [micro]g/[m.sup.3] maximum concentration during any 24-h period. California has a stricter annual average concentration standard of 12 [micro]g/[m.sup.3]. DPM-specific standards do not exist.

The eastern Inland Empire and particularly the I-215, I-10, and I-15 freeway corridors have very high particulate concentrations. In 2003, Riverside and San Bernardino counties ranked first and second, respectively, in the nation for total particulate pollution (CARB/American Lung Association, 2004). For example, at the Rubidoux monitoring station in Riverside, during the period 2000-2002 the average annual [PM.sub.2.5] concentration was 28.9 [micro]g/[m.sup.3], which is about 1.75 times the federal limit and

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
4

> more than twice the state …Warehouses, trucks, and [PM.sub.2.5]: human health and logistics industry growth in the eastern Inland Empire.(Report)"

MA-11 cont'd.

This article spells out the health dangers from increased diesel truck traffic to our elderly, children, and our overall population, and this is a very real and dangerous and I might add, unnecessary and unacceptable health risk(s) and as such, this project should be denied as this should not be the price we have to pay for "900 jobs".

Sincerely,

Marcia Amino
10363 Crest Brook Drive
Moreno Valley 92557
951-247-8225

MARCIA AMINO

Letter Dated December 5, 2010

Response MA-1

The commentor, a Moreno Valley resident, expresses concern regarding the impact of the Project on the overall quality of life within the City and requests the Project be denied as proposed. These opinions are acknowledged.

Response MA-2

The commentor provides an excerpt of the City's General Plan regarding City goals and offers that the Project is not in keeping with the stated goals of the General Plan. Notwithstanding the commentor's opinions, Project consistency with the applicable provisions of the General Plan are substantiated within each EIR topical section (Land Use-Pages 4.1-17 through 4.1-20; Traffic/Circulation-Pages 4.2-23, 4.2-24; Air Quality-Page 4.3-18; Noise-Pages 4.4-10, 4.4-11; Water Supply-Pages 4.5-24, 4.5-25; Hydrology and Water Quality-Pages 4.6-13, 4.6-14; Cultural Resources-Page 4.7-10; Biological Resources-Pages 4.8-11, 4.8-12; and Aesthetics-Page 4.9-5 through 4.9-7. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-3

The commentor references a survey of opinion (regarding the City's General Plan) of Moreno Valley residents, wherein 47 percent of residents want to retain the rural character of the area. Notwithstanding poll results offered by the commentor, development of the site with industrial/business park uses is anticipated under the site's current General Plan land Use designation (Business Park/Light Industrial). Please refer also to the discussion of Project consistency with existing land use plans and policies (DEIR Pages 4.1-17 through 4.1-30). Moreover, design and visual attributes of the Project are consistent with General Plan (Community Development Element) Objectives

and Policies generally addressing design and aesthetic considerations (please refer to DEIR Pages 4.9-5 through 4.9-7). The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-4

The commentor's assertion that there is no written guarantee that the entire number of jobs referenced in the Draft EIR (approximately 900 jobs)[3] will be filled by Moreno Valley residents is accurate. However, the types of warehousing employment offered by the Project are not considered growth-inducing, as these types of jobs typically draw from the local employment pool and do not induce long commutes.

Response MA-5

Contrary to the commentor's assertion that "the EIR states repeatedly that the effects of this project are minimal and not significant in magnitude," the Draft EIR contains 50 mitigation measures, specifically developed to reduce the identified potentially significant impacts. Additionally, the environmental topics of traffic, air quality, and noise were found to have significant and unavoidable impacts, even after the implementation of all feasible mitigation. Please refer to Table 1.10-1 of the Draft EIR for a summary all of Project-related impacts.

The commentor also states an opinion regarding the Project's requested zone change. The General Plan's limitation of square footage (50,000) is per building. It is important to note that the total square footage and uses proposed by the Project are allowed under the site's current General Plan land use designation. The zone change is required to

[3] Based on one (1) job per 1,030 square feet of development, Riverside County General Plan Appendix E, Buildout Assumptions and Methodology, Page 6, Light Industrial employment multiplier (*See* DEIR, Page 5-44).

allow the proposed uses to be contained within a building larger than 50,000 square feet.

Response MA-6

The commentor expresses concern regarding the cumulative effects of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response MA-7

While the State-wide budget deficit is out of the scope of the EIR, it should be noted that the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements. The Project's impacts on traffic, air quality, and public services are addressed in the EIR.

Response MA-8

The commentor expresses an opinion regarding the Project's role in what she perceives as the degradation of property values and the City's image as a whole. The commentor also asserts that the Project, along with other similar vicinity projects, is a direct contrast of the vision of the General Plan. The project's impacts on aesthetics and consistency with the City's General Plan are addressed in the EIR. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-9

As required under SB 610/221, a Water Supply Assessment (WSA) has been prepared by the serving water purveyor, Eastern Municipal Water District (EMWD). The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, EMWD has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. The commentor is referred to Section 4.5, "Water Supply" and Appendix E of the Draft EIR.

Response MA-10

The commentor references a Los Angeles County presentation regarding diesel truck management strategies. Specifically, the commentor excerpts a portion of the presentation regarding diesel truck trips through residential neighborhoods.

It should be noted that Project traffic will not pass through residential neighborhoods. The Project's proximity to State Route 60 minimizes the amount of truck trips occurring on residential streets. Trucks will exit Redlands Boulevard (passing properties designated for commercial and warehouse distribution uses), then turn right on Fir Avenue (future Eucalyptus) to access the site. Properties located south of Fir Avenue (future Eucalyptus) are designated for residential uses; however, trucks will not require

the use of internal neighborhood streets. Ultimate configuration of Redlands Boulevard under its current General Plan designation is a four-lane, divided arterial roadway. Fir Avenue (future Eucalyptus) is designated as an arterial roadway with a 104-foot right-of-way from west of Moreno Beach Drive to east of Redlands Boulevard. Please refer also to DEIR Section 4.3, Air Quality; and DEIR Section 4.4, Noise.

The basis for the statement "1 truck = 10,000 cars" noted in the presentation is unclear. As presented in Section 4.2, "Traffic and Circulation" of the Draft EIR, "passenger car equivalent" (PCE) factors were utilized in the analysis. Specifically, Page 4.2-19 of the Draft EIR states:

> "As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour."

The PCE factors employed within the Draft EIR were derived from San Bernardino Associated Governments (SANBAG). SANBAG is the metropolitan planning organization for the County, with policy makers consisting of mayors, councilmembers, and county supervisors, and the funding agency for the county's transit systems.

Response MA-11

The commentor excerpts an article regarding the health dangers of diesel truck traffic. Similarly, Section 4.3, "Air Quality" of the Draft EIR presents background information, including the dangers of criteria pollutants. Additionally, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). Results of the Health Risk Assessment (HRA) are summarized at Draft EIR Pages 4.3-80 through 4.3-86, and the HRA is presented in its entirety at Appendix C to the Draft EIR.

Mitigation was developed to address DPM generation (Mitigation Measure 4.3.10). The Draft EIR concluded that, with mitigation, no sensitive receptors or off-site workers will be exposed to DPM-source cancer risks exceeding the SCAQMD's significance criteria. Additionally, the commentor expresses an opinion that the dangers are "unnecessary and unacceptable" and requests that the Project be denied. These opinions will be forwarded to the decision-makers for their consideration.

From: Lynne Ashley [lynneashley70@yahoo.com]
Sent: Sunday, December 05, 2010 8:52 AM

Dear Jeffrey,

I live on the North side of the freeway, Ironwood and Moreno Beach, I am very concerned about the health risks for myself and my family with the possibility of more warehouses coming to the East end of Moreno Valley, please see my concerns below.

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? LA-1

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? LA-2

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? LA-3

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? LA-4

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? LA-5

How will this project be growth inducing for similar projects? LA-6

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, Westridge Commerce Center and Pro Logis are in full operation? LA-7

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists and what will the LOS be as a result of these three warehouses? LA-8

Sincerely,

Lynne Ashley
12285 Deep Valley Trail
Moreno Valley, CA 92555

LYNNE ASHLEY

Email Dated December 5, 2010

Response LA-1

The commentor expresses concerns about the effect of diesel truck emissions on the future sensitive receptors located on the south side of Fir Avenue. A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for

the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [3]

Response LA-2

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, as summarized at DEIR Pages 1-18 and 1-19, the Project will result in certain significant and unavoidable air quality and noise impacts.

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3 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

Response LA-3

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> If a facility must also comply with RCRA/CERCLA HRA requirements, health effects to on-site workers may also need to be addressed. The DTSC's Remedial Project Manager should be consulted on this issue. In some cases it may be appropriate to evaluate risks to on-site receptors. The district should be consulted about special cases for which evaluation of on-site receptors is appropriate, such as facilities frequented by the public or where people may reside (e.g., military facilities).
>
> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response LA-4

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

Response LA-5

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating

system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response LA-6

The commentor expresses concern regarding the growth-inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To

this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth, and would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response LA-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10).

This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***
>
> - Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;
>
> - Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

It is further noted that with specific regard to Redlands Boulevard, this road is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response LA-8

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

RECEIVED
DEC - 2 2010
CITY OF MORENO VALLEY

CITY OF MORENO VALLEY
ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
COMMENTS OF BOARD MEMBER GERALD M. BUDLONG
24821 Metric Drive
Moreno Valley, CA 92557
December 2, 2010

SUBJECT: WESTRIDGE COMMERCE CENTER DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)
STATE CLEARINGHOUSE NUMBER 2009101008

COMMENT GLOBAL TO ALL APPLICABLE DEIR FIGURES: Why are the applicable figures throughout the DEIR not drawn to scale? How can the reader duplicate the science when for instance the maps and plans are not drawn to scale? GB-1

1.0 SUMMARY page 1-8 Geology and Soils. The DEIR addresses the Checklist Category "Geology and Soils" in a Geotechnical Investigation prepared for the Project site and is designated Appendices H. Geotechnical Investigation in the EIR. Therefore comments on the CEQA Geology and Soils Category will be addressed below in the Appendices H.

APPENDICES H. GEOTECHNICAL INVESTIGATION, Project No. 06G258-1, Proposed West Ridge Business Center, January 10, 2007, Southern California Geotechnical, Inc.

2.0 SCOPE OF SERVICES, page 3.

"The scope of services performed for this project was in accordance with our Proposal No. 06P420, dated November 20, 2006. The scope of services included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide criteria for preparing the design of the building foundation, building floor slabs, and parking lot pavements along with site preparation recommendations and construction considerations for the proposed development. The evaluation of the environmental aspect of this site was beyond the scope of services for this geotechnical investigation." GB-2

COMMENT: The subject geotechnical investigation appears to consist of a foundation analysis for future foundations for buildings and parking lot pavements. The scope does not evaluate the environmental aspect of this site. Please define what environmental aspects of the site are missing from this report? Is one of the missing environmental aspects a detailed seismic study of this site which defines buried fault(s) and their potential of rupturing the ground surface above them?

3.3 Previous Studies, page 5.

"As part of our investigation of the site, we were provided with one geotechnical report prepared by LGC Inland, Inc. pertaining to the north east portion of the site. The report is summarized below:"

COMMENT: I cannot find a copy of the LGC Inland, geotechnical report in the DEIR , Appendices or anywhere else in the DEIR? Should not the DEIR Appendices contain a complete copy of this study rather than just a one-paragraph summary?

GB-3

6.1 Seismic Design Parameters, page 9

"Faulting and Seismicity
Research of available maps indicates that the subject site is not located with an Alquist-Priolo Earthquake fault zone. Therefore, the possibility of significant fault rupture on the site is not located with an Alquist-Priolo Earthquake Fault Zone. Therefore, the possibility of significant fault rupture of the site is considered to be low."

COMMENT: I cannot find a list of references with subject Appendix H. What are your references used to research the faulting and seismicity conclusions in this study?

GB-4

UBCSEIS
Version 1.03
COMPUTATION OF 1997 UNIFORM BUILDING CODE SEISMIC DESIGN PARAMETERS, JOB NUMBER: 06G258-1, JOB NAME: West Ridge Business Center, DATE: 12-30-2006, FAULT-DATA-FILE NAME: CDMGUBRC. DAT lists the nearest type A fault as the San Andreas fault 19.8 km away and the nearest type B fault as the San Jacinto-San Jacinto Valley fault 1.0 km away. This table lists faults up to 1000 km away from the site.

COMMENT: Why is the Casa Loma fault missing from this table? Within the city jurisdiction of San Jacinto, the Casa Loma fault is very prominent with a displacement approximately of 20 vertical feet and designated as an Alquist-Priolo Earthquake Fault Zone and proceeds northwest to the vicinity of the San Jacinto Wildlife Area where the State Earthquake Zone terminates.

GB-5

The following study provides geologic evidence of the continuance of the Casa Loma fault located northwest of the State Earthquake Zone. R M Environmental, Inc. prepared a Preliminary Geotechnical Investigation on January 19, 2004, under Project No03-406 for a proposed 347 lot single-family-residential development, 120 +- acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015), near the intersection of Pettit Street and Highway 50 in the City of Moreno Valley. This site abuts the West

Ridge Business Center site on the east side of the single-family residential development site. GB-5, cont'd

Page 1 of this Geotechnical Investigation presents a scope of work presented in the form of six (6) bullets. The second bullet states"Geologic Mapping of the site by our geologist".

COMMENT: Why does the scope of the West Ridge Business Center geotechnical investigation omit the geologic mapping of the site by a geologist? GB-6

Page 4 of the R M geotechnical study states "the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located with an Alquist Priolo Earthquake Studies Zone for fault rupture hazard."

"Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto faults, the Casa Loma fault may be considered as active."

"The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present."

Page 6, 5.2 Ground Rupture states: "A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present." GB-7

"The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1."

The inferred trace of the Casa Loma fault as delineated by the geologist of RM Geotechnical enters the vicinity of the northwest corner of the West Ridge Center property and extends southeast across the property, leaving the property midway at the southern boundary of the site. The recommended hazard zone delineated by the RM Geotechnical geologist covers approximately two-thirds of the proposed footprint of the proposed 937,260 square foot building of West Ridge Center.

For more than 20 years I have been an appointed member of the City Ecological Protection Advisory Committee (name changed to Environmental and Historical Preservation Board) except for the 2.5 years where I served as a member of the City Planning Commission. During my tenure I have always expressed the need for detailed

geologic fault investigations to be conducted to delineate the trace of the Casa Loma fault and to evaluate if faulting has occurred on the site and the activity of faulting.
Also since the availability of the U.S. Geological Survey (USGS) Earthquake Hazards Program, I have monitored the recorded earthquake events in Moreno Valley. This USGS program records all earthquakes occurring in the United States for the past 7-days, having a magnitude of 1. I have shared to the Environmental and Historical Preservation Board, Planning Commission and the School Board of the regular USGS records of mini earthquakes along the trace of the Casa Loma fault within the city.

The most recent seismic event occurring along the Casa Loma fault recorded by the USGS was Event No. CI 14870228. This event occurred at 1:49:08 P.M., on October 28, 2010. The USGS recorded the magnitude at 1.1, at a depth of 9 miles, with the epicenter located southwest of Ironwood and Nason.

GB-7, cont'd

COMMENT: Why doesn't the City of Moreno Valley require a geologic fault investigation and evaluate if faulting has occurred on the site and the activity of the faulting and present the evidence in the DEIR?

COMMENT: Why didn't Applied Planning Inc., review the City's copy of the R M Environmental Geotechnical Report and utilize the geological, faulting, and mapping data in the West Ridge Commerce Center DEIR?

GB-8

COMMENT: In the past I was an Associate Instructor at San Jacinto Community College, where I conducted Physical Geography 101 classes at night and summer sessions. My final exams always had this question. "Why do you never ever build a building for human occupancy across an active fault?" Would you please answer this question, because the proposed building footprint will over lay the Casa Loma fault defined by R M Environmental Inc., a potentially active fault?

An appendix containing pages of the R M Environmental Inc. geotechnical report including the eastern part of plate 1 is included with these comments on the DEIR.

GB-9

4.9 AESTHETICS

4.9.2 SETTING, page 4.9-3 Last paragraph concerns "Major Scenic Resources" addresses the badlands to the east and the Mount Russell and foothill areas to the east.

COMMENT: Why is the San Jacinto Valley containing the agricultural lands, riversidean sage habitat, and the wetlands of the State San Jacinto Wildlife Area, including Mystic Lake not included as a major scenic resource?

GB-10

COMMENT: Figure 4.9-1 Major Scenic Resources delineates the San Jacinto Valley with the visual scenic resource symbol, why the inconsistency mentioned in proceeding comment. Also the San Jacinto Wildlife Area is mislabeled as Preserve rather than Area. GB-11

COMMENT: page 4.9-19 Level of Significance: Significant and Unavoidable. The California Department of Transportation's (CALTRANS) list of Officially Designated Scenic Highways is a legislative mandate upon this state agency. The state legislature also mandates cities and counties to address scenic roads and highways in their general plans. CALTRANS recognizes the importance of local scenic roads and highways. For instance, CALTRANS objected to the installation of a billboard adjacent to the right of way of U. S. Route 395(Highway 395) in the unincorporated town of Big Pine in Inyo County. Highway 395 at this location is outside of the CALTRANS Officially Designated Scenic Highway System, however the highway is a county scenic highway. CALTRANS at Inyo County Superior Court stated that the Scenic Highway Element of the Inyo County General Plan designated U.S. Route 395 as a county scenic highway as evidence for removing the billboard. The court in its decision ordered the defendant to remove the billboard in favor of CALTRANS. GB-12

What are your sources or evidence concerning the scenic values of CALTRANS Officially Designated Scenic Highways having scenic values rated higher than local scenic highways? For instance county scenic Highway 395 at Big Pine is located in the Owens Valley with the White Mountains to the east and the Sierra Nevada, including the Palisade Glacier to the west. The nickname of Owens Valley is the "Deepest Valley" the valley at 4000 feet and the surrounding mountains at 14,000 feet.

COMMENT: page 4.9-19 Why isn't the blocking of the view scape from SR-60 of the visual scenic resources consisting of the San Jacinto Valley a significant impact? Have you ever viewed the reflections of the wetlands of the San Jacinto Wildlife Area? GB-13

APPENDIX

R M Environmental, Inc., Preliminary Investigation dated January 19, 2004

COVER PAGE; Page 1- INTRODUCTION, including project scope;
Page 4 -4.0 Geology and 4.1 Regional Geologic Setting;
Page 6- 5.0 Seismicity, 5.2 Ground Rupture;
Figure 1- Location Map;
Plate 1 Site Plan with geological mapping containing projected Casa Loma fault and its recommended hazard zone. Contains only the mapped area east of the logical extension of Quincy Street, contained in three pages:
- Page 1: SR- 60 south;
- Page 2: Logical extension of Eucalyptus Avenue;
- Page 3: Title Block

GB-14

R M Environmental, Inc.

Geology - Environmental - Geotechnical Engineering

January 19, 2004
Project No. 03-406

Mr. Jeff Palmer
5511 Calumet Ave.,
La Jolla, CA., 92037

SUBJECT: PRELIMINARY GEOTECHNICAL INVESTIGATION
Proposed 347 Lot Single-Family Residential Development
120± Acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015)
Near the Intersection of Petit Street and Highway 60
City of Moreno Valley, California

Dear Mr. Palmer:

In accordance with your request, we have completed a Preliminary Geotechnical Investigation for the proposed development of the site. This report presents our findings regarding the site geotechnical conditions and recommendations for the anticipated earthwork and geotechnical design of the project.

For this investigation, we were provided with a 100-scale Site Plan/topographic map of the site titled "Eucalyptus Site, Moreno Valley, CA." This map was utilized as the base map for our Geotechnical Investigation of the site and is presented as **Plate 1**.

Provided the recommendations presented in this report are implemented during site development, the proposed project is feasible from a geotechnical standpoint.

This opportunity to be of service is sincerely appreciated. If you have any questions, please call us at (909) 446-0041.

Sincerely,

Robert C. Manning, CEG #1768/RCE #58565
President

Travis Meier
Staff Geologist

Post Office Box 878 • Calimesa, California 92320 • Telephone (909) 446-0041 • Fax (909) 446-0136

1.0 INTRODUCTION

This report presents the findings of our Preliminary Geotechnical Investigation for the proposed development of 347 single-family residential lots located southeast of the intersection of Pettit Street and Highway 60, City of Moreno Valley, California.

The site is identified as Assessor Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015). The site consists of approximately 120± acres of land located on the south side of Highway 60, southeast of the intersection of Pettit Street and Highway 60, Moreno Valley, California. The geographic setting of the site is shown on **Figure 1** - Site Location Map.

This report presents our findings regarding the site geotechnical conditions and general recommendations for the anticipated earthwork and geotechnical design of the project.

E M Environmental's scope of work for this investigation included the following:

- Review of selected background information, aerial photographs, and site reconnaissance;
- Geologic Mapping of the site by our geologist;
- Subsurface exploration by means of nine exploratory borings;
- Laboratory testing of selected soil samples obtained to evaluate geotechnical properties;
- Analysis of site conditions and test results; and
- Preparation of this report presenting our findings, conclusions, and recommendations.

1.1 Proposed Development

The proposed development of the site includes 347 single-family residential lots with associated streets and infrastructure.

It is our understanding, the proposed structures will be one to two story, wood framed, single family homes. Foundation designs are anticipated to consist of continuous and isolated shallow footing foundation systems, or utilization of post-tension type foundations. Maximum foundation loads using a continuous and isolated shallow footing foundation design are not anticipated to exceed 4 kips and 2 kips per foot for isolated and continuous footings, respectively.

4.0 GEOLOGY

4.1 Regional Geologic Setting

The site is located in the east portion of the Moreno Valley, which is part of the Perris Block area of the Peninsular Ranges Geomorphic Province of southern California. The regional geology of the site includes the San Timoteo Badlands to the northeast, Mt. Moleno to the south and southwest, and the San Jacinto Valley to the east.

Lateral displacement and uplift of the region have occurred on a series of major, northwest-trending faults which are thought to be related to the regional tectonic framework. These faults include the San Jacinto Fault zone located approximately 1 mile to the northeast, the San Andreas Fault zone located approximately 11 miles to the northeast, and the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located within an Alquist Priolo Earthquake Studies Zone for fault rupture hazard.

Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto fault zone located to the southeast. Based on prior investigation of the Reche Canyon and Hemet-San Jacinto faults, the Casa Loma fault may be considered as active.

The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

4.2 Local Geology

Locally, the site is underlain by at least 50 feet of recent alluvial deposits consisting of slightly moist to very moist, loose to medium dense, soft to very stiff, slightly clayey silts, sandy silts, clayey silts, silts, and fine to medium sands.

The in-situ dry density of the encountered soils varied from approximately 93 pounds per cubic foot (pcf) to 120 pcf. The measured in-situ moisture contents varied from approximately 1.7 to 18.3 percent.

The exploratory boring logs are presented in **Appendix B**. The exploratory boring locations are shown on **Plate 1**. The laboratory test results of the in-situ soils are presented in **Appendix C**.

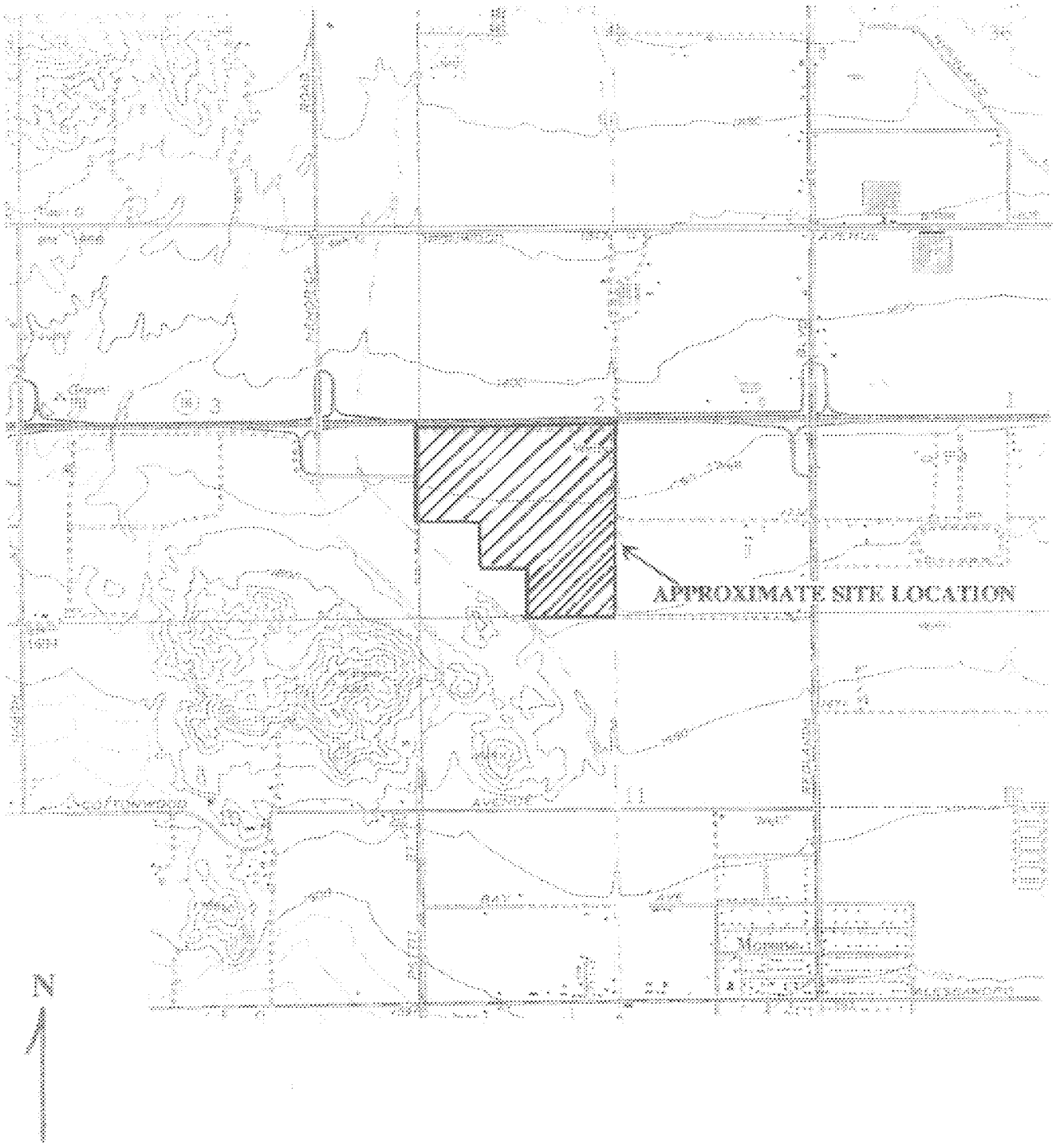

Scale: 1" = 2,000'

References: U.S.G.S., 1967, PR 1980, Sunnymead, California Quadrangle, 7.5 Minute Series

LOCATION MAP - 130± Acres, Near the Intersectin of Pettit Street and Highway 60, City of Moreno Valley, California

Project No. 03-406-geo	*DATE: January 2004*	*FIGURE 1*

5.0 SEISMICITY

5.1 Regional Seismicity

The site is located in a region of generally high seismicity which includes essentially all of southern California. During the design life-span of the project, the site is expected to experience ground motions from earthquakes on regional and/or local causative faults.

The site is located within Seismic Zone 4, which can be related to an "effective" peak acceleration of 0.40g, or a peak acceleration of 0.60g.

5.2 Ground Rupture

A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**.

5.3 Liquefaction

Soil liquefaction is the loss of soil strength due to increased pore water pressures caused by a significant ground shaking. Liquefaction typically consists of the re-arrangement of the soil particles into a denser condition resulting, in this case, in localized areas of settlement, sand boils, and flow failures. Areas underlain by loose to medium dense soils where groundwater is within 40 to 50 feet of the surface are particularly susceptible when subject to ground accelerations such as those due to earthquake motion. Groundwater at the site is greater than 50 feet is depth; therefore, the potential of liquefaction affecting site development may be considered as low.

5.4 Geologic Lineament Analysis

For this investigation, a geologic lineament analysis was performed. This analysis included review of the referenced aerial photographs pertinent to the site. Based on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed.

The site and surrounding areas have been farmed for over 50 years. Aerial photographs were not available prior to the observed farming activities. Therefore, the use of aerial photographs to evaluate geologic lineaments in the vicinity of the site was limited.

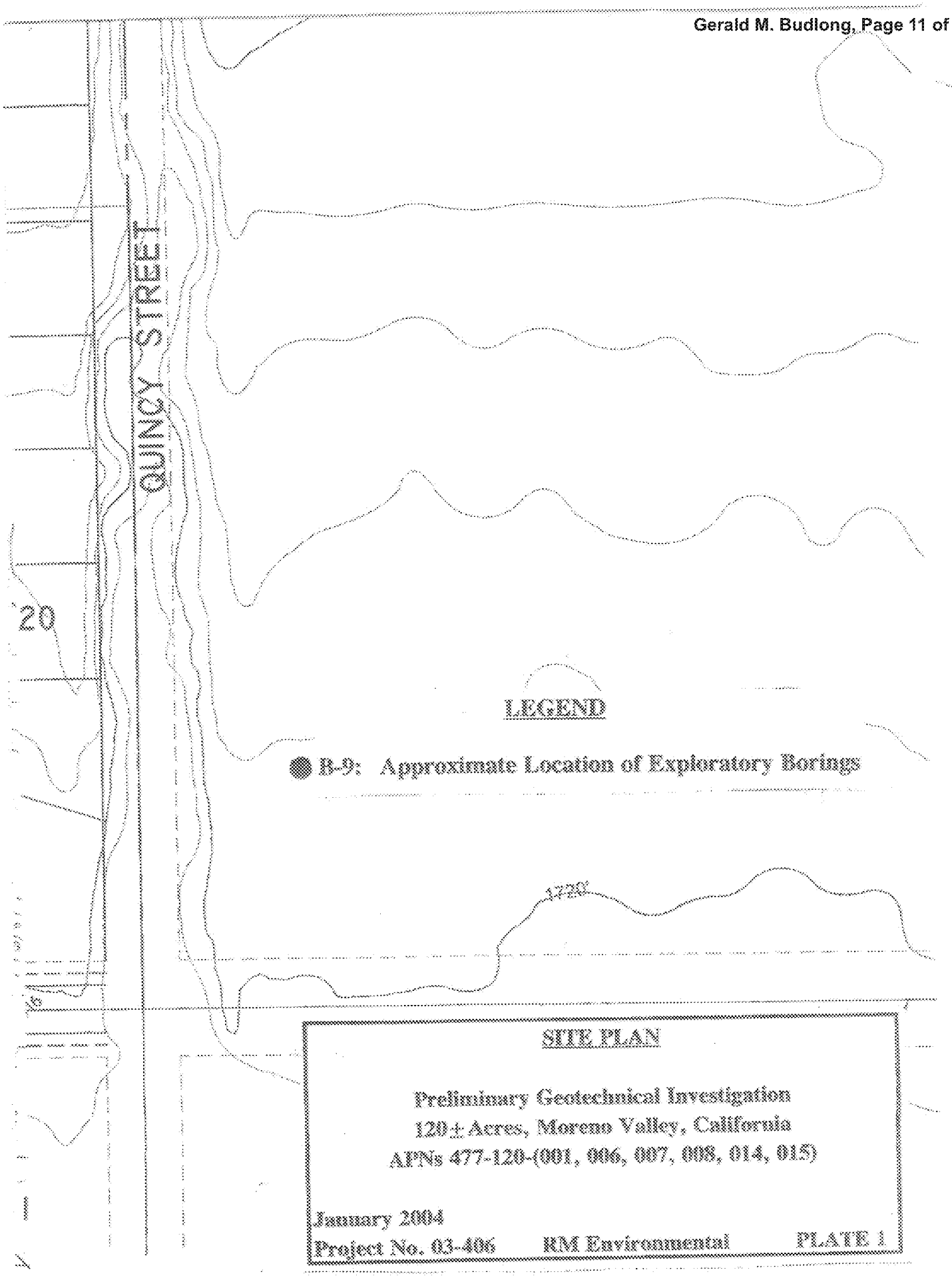

SITE PLAN

Preliminary Geotechnical Investigation
120± Acres, Moreno Valley, California
APNs 477-120-(001, 006, 007, 008, 014, 015)

January 2004
Project No. 03-406 RM Environmental PLATE 1

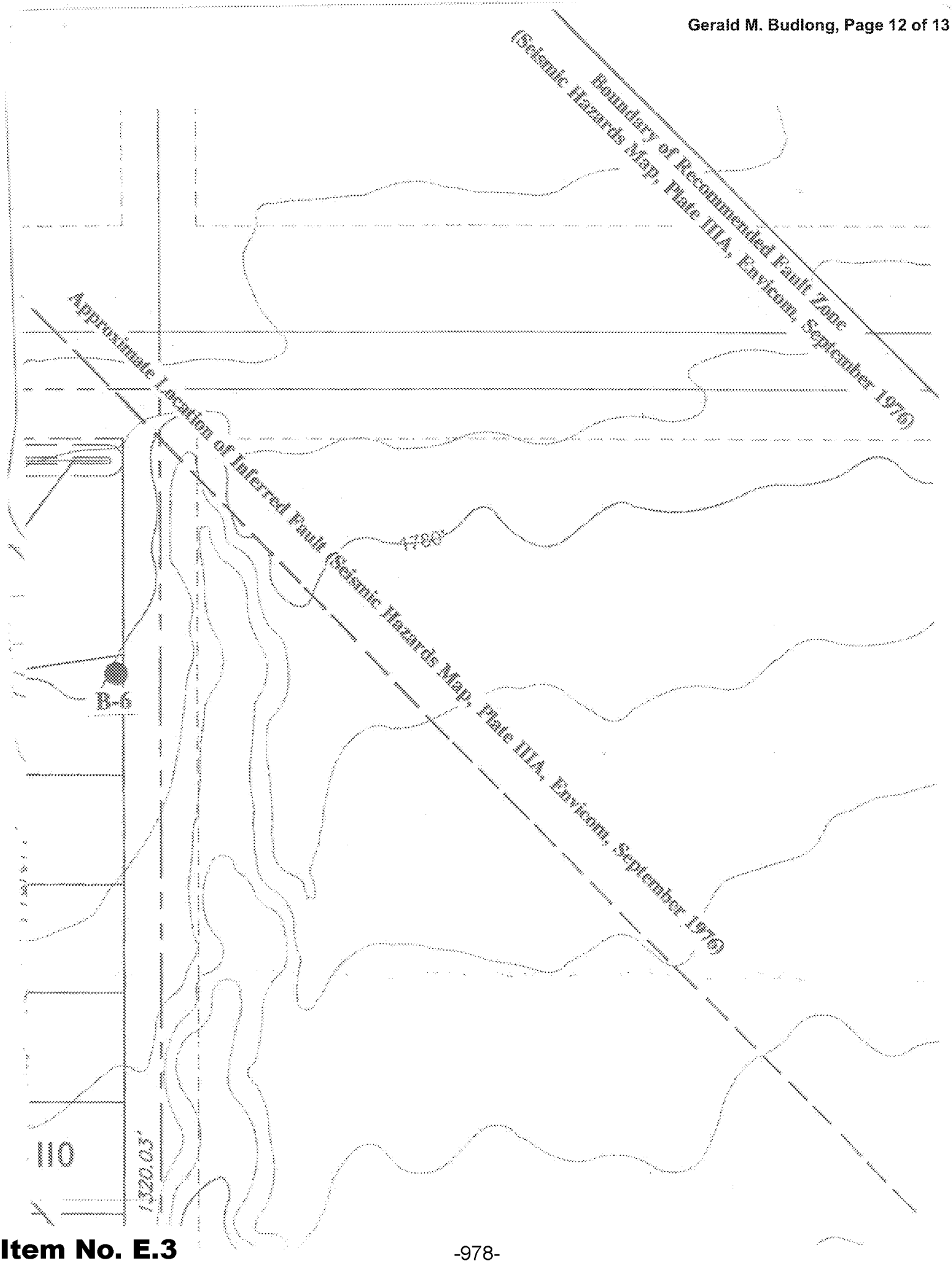
Boundary of Recommended Fault Zone
(Seismic Hazards Map, Plate IIIA, Earthcom, September 1976)
Approximate Location of Inferred Fault (Seismic Hazards Map, Plate IIIA, Earthcom, September 1976)
1780'
B-6
110
1320.03'

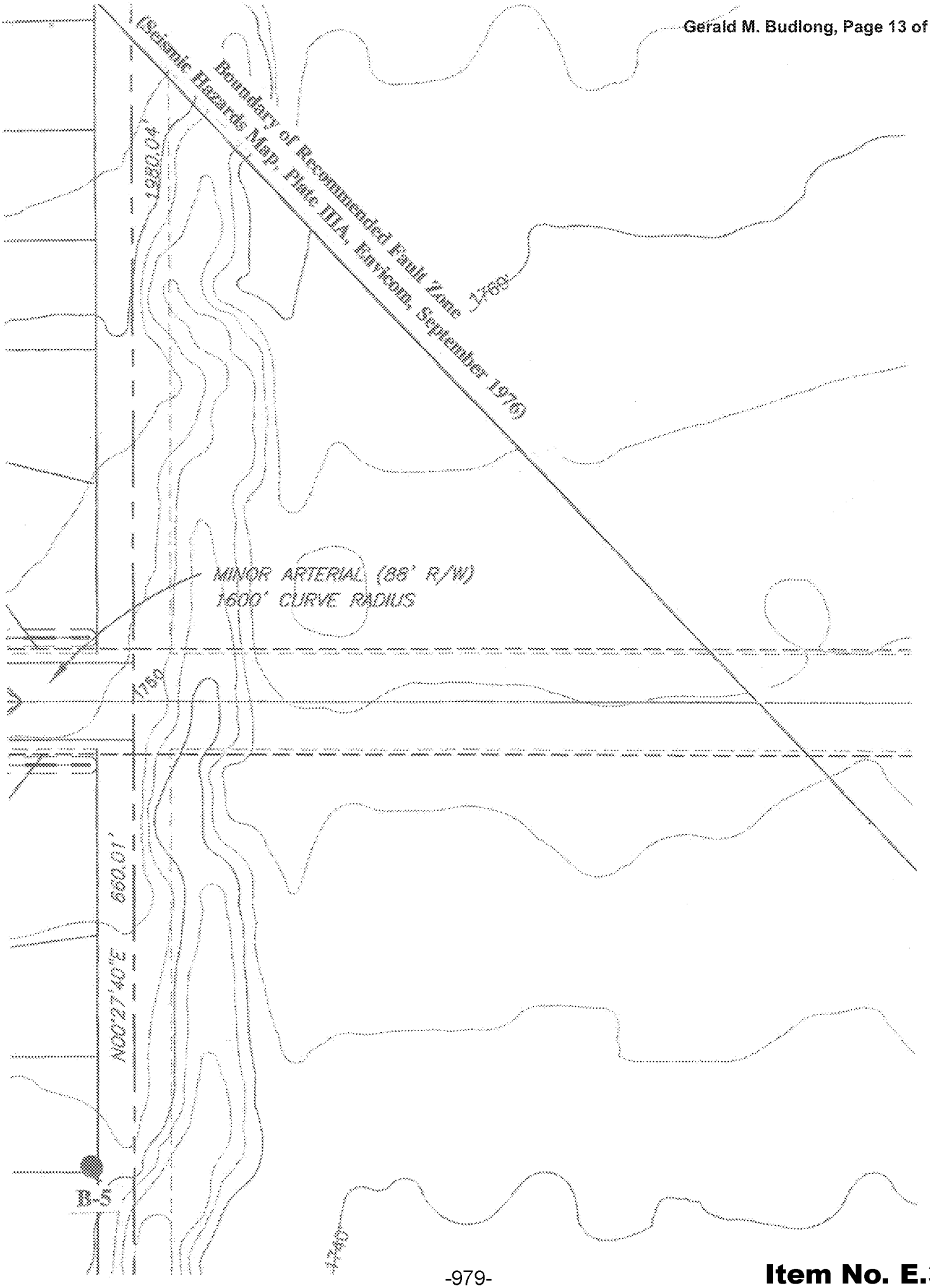
Boundary of Recommended Fault Zone
Seismic Hazards Map, Plate IIIA, Harrison, September 1976
1920.04'
1760
MINOR ARTERIAL (88' R/W)
1600' CURVE RADIUS
1760
660.01'
N00°27'40"E
1740

Item No. E.3

GERALD M. BUDLONG
CITY OF MORENO VALLEY ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD MEMBER

Letter dated December 2, 2010

Response GB-1

The process of reproducing maps and plans at the size required for inclusion in the Draft EIR generally involves a substantial reduction from larger source documents. Where feasible, distances are indicated within the Draft EIR's illustrations; however, for accurately scaled plans, the reader is referred either to the document's Technical Appendices, or to full-sized copies of plans and maps available at the City of Moreno Valley Planning Department.

Response GB-2

The commentor correctly describes the Project Geotechnical Investigation (prepared by Southern California Geotechnical in January 2007, and included in its entirety as Draft EIR Appendix H), and its scope of services, which included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide recommendations in regard to building design criteria, site preparation, and construction. The Project Geotechnical Investigation was not intended to provide an environmental evaluation of the Project site; rather, the Phase I Environmental Site Assessment (Project ESA), included in Draft EIR Appendix I, addresses other environmental conditions affecting the Project site.

Both the Project ESA and the Geotechnical Investigation reference a fault study for a portion of the Project site that was prepared prior to the proposed Project application. The *Preliminary Geotechnical Investigation and Fault Study for the Proposed 31-1/2-Acre Residential Development, South of SR-60 and West of Redlands Boulevard, Assessor's Parcel Numbers 477-120-004 and 477-120-005, Moreno Valley, California (Project No. I05876-10)* was prepared by LGC Inland, Inc. (LGC) on September 12, 2005. The LGC Fault Study

states that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." A detailed fault study was not prepared, because it was determined unnecessary based upon Southern California Geotechnical's review of the LGC Fault Study along with other mapping of the Project site (detailed in the following Response GB-4), and their on-site reconnaissance, which found no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas).

Response GB-3

The LGC report is available through the Lead Agency (a copy is available at the Planning Department), and was considered incorporated by reference into the Project Geotechnical Investigation. As discussed in the preceding Response GB-2, because no evidence of faulting or other geologic hazard was identified in this report, it was not determined necessary for inclusion.

Response GB-4

In addition to the LGC report referenced in the preceding Responses GB-2 and GB-3, several geologic maps were used as points of reference in the preparation of the Project Geotechnical Investigation. These include the following:

- Geologic Map of the Sunnymead 7.5' Quadrangle, Riverside County, California, by Douglas M. Morton and Jonathan C. Matti, 2001;
- Geologic Map of the Sunnymead/South ½ of Redlands Quadrangles, San Bernardino and Riverside County, California, by Thomas W. Dibblee, Jr., 2003;
- Alquist-Priolo Earthquake Fault Zones Map of the Sunnymead Quadrangle; and
- Riverside County Land Information System – Fault Zone Map.

Copies of these maps are included on the following pages for ease of reference, and have also been incorporated in Final EIR Section 2.0, Revisions and Errata.

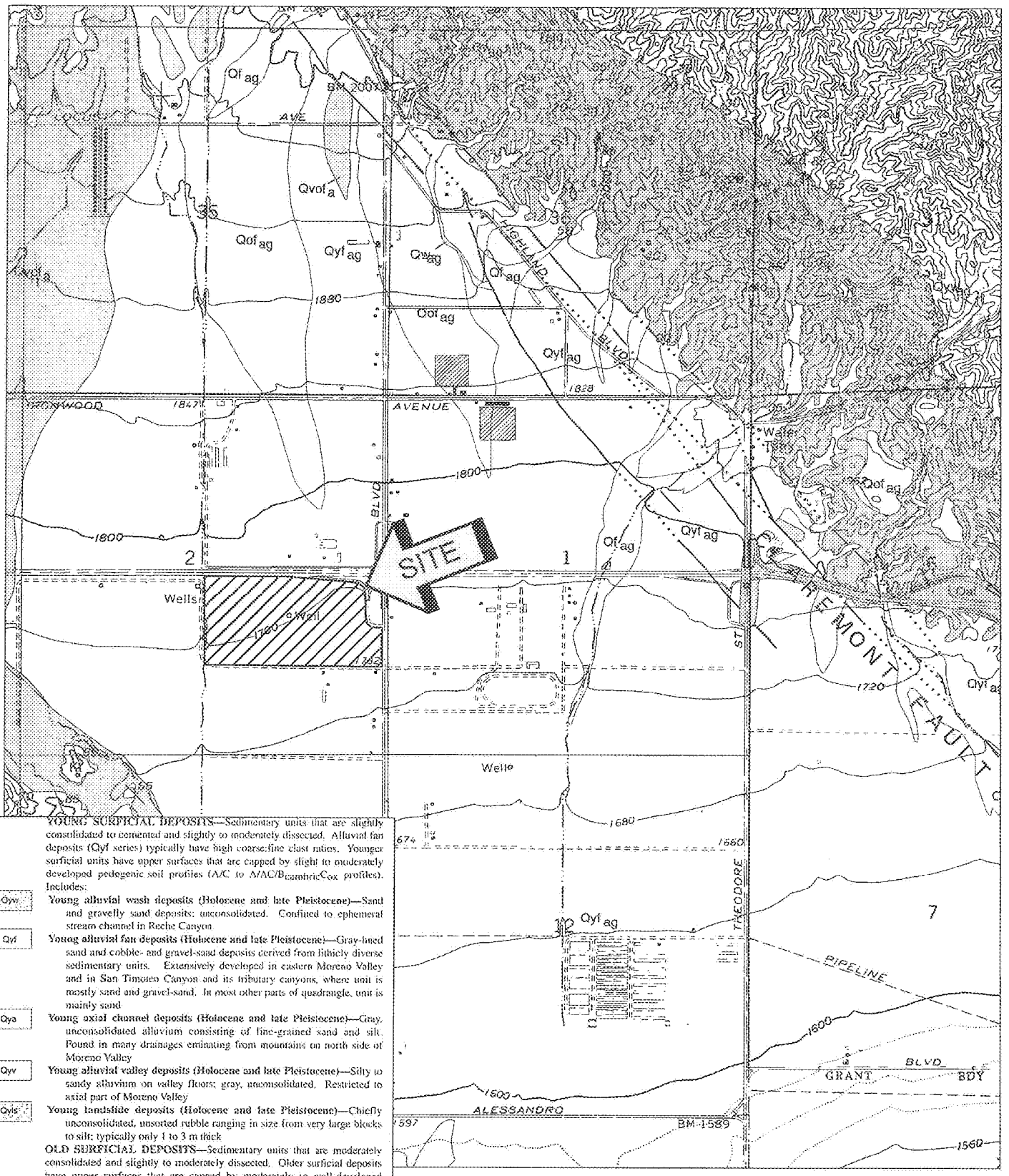

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to $A/AC/B_{cambric}C_{ox}$ profiles). Includes:

- Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.
- Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.
- Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.
- Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.
- Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils ($A/AB/B/C_{ox}$ profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

- Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00114674

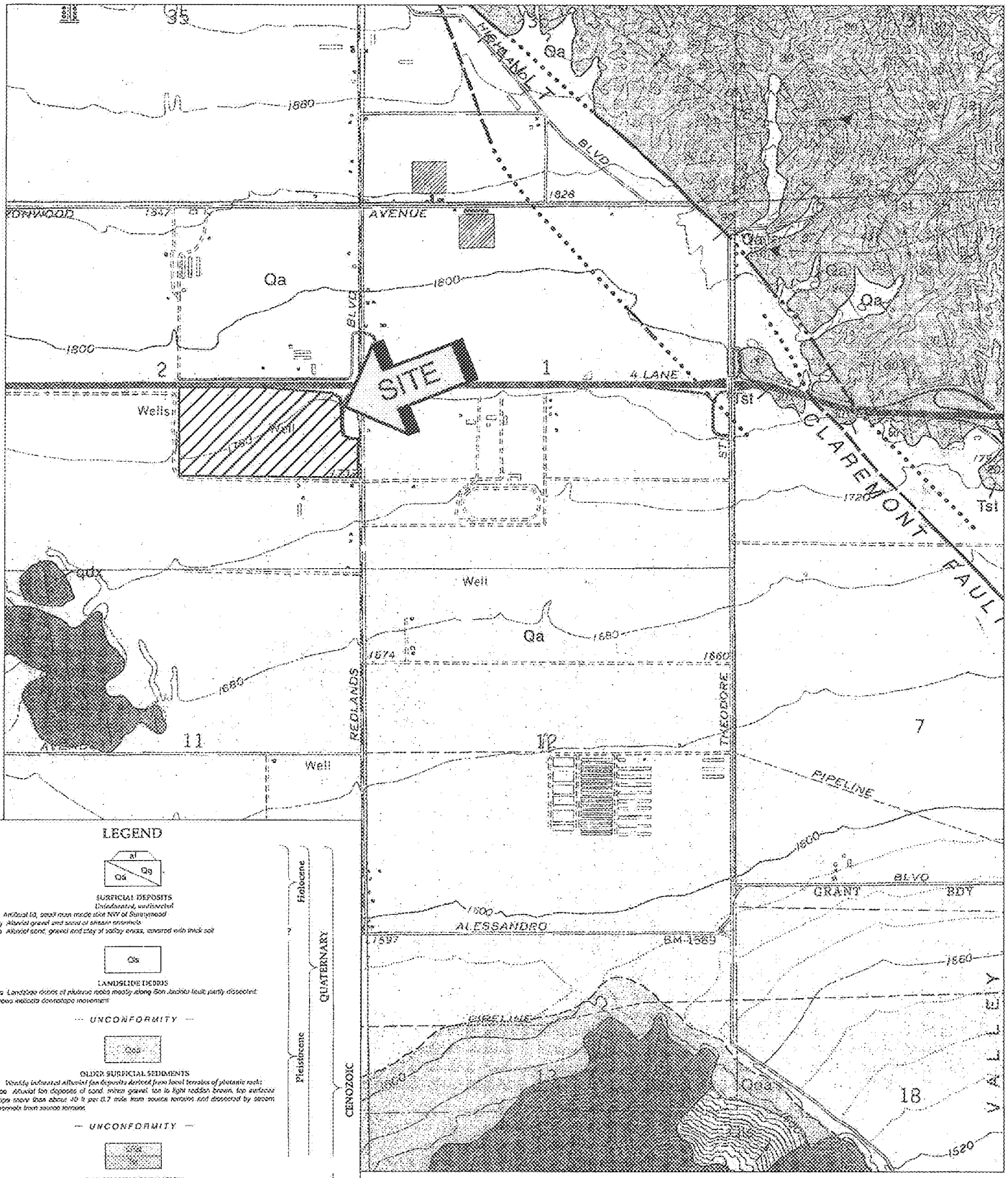

LEGEND

SURFICIAL DEPOSITS
Unconsolidated, undissected

af Artificial fill, small mass made site NW of Sunnymead
Qg Alluvial gravel and sand of stream channels
Qa Alluvial sand, gravel and clay of valley areas, covered with thick soil

LANDSLIDE DEBRIS

Qls Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement

— UNCONFORMITY —

OLDER SURFICIAL SEDIMENTS

Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:
Qoa Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, top surfaces slope more than about 40 ft per 0.7 mile from source terraces and dissected by stream channels from source terraces

— UNCONFORMITY —

SAN TIMOTEO FORMATION

(San Timoteo Hills of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1951), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); strata part referred to late of Pliocene age (Morton and Matti, 2001)

QTsa Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone, tentatively (?) overlain by Qoa in this quadrangle
Tst Main part (pebble part of Morton and Matti, 2001), lithologically similar to upper part, within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle

Qa, Qg, af	Holocene	QUATERNARY
Qoa, Qsa	Pleistocene	QUATERNARY
QTsa	Pliocene	TERTIARY
Qls		CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00114675

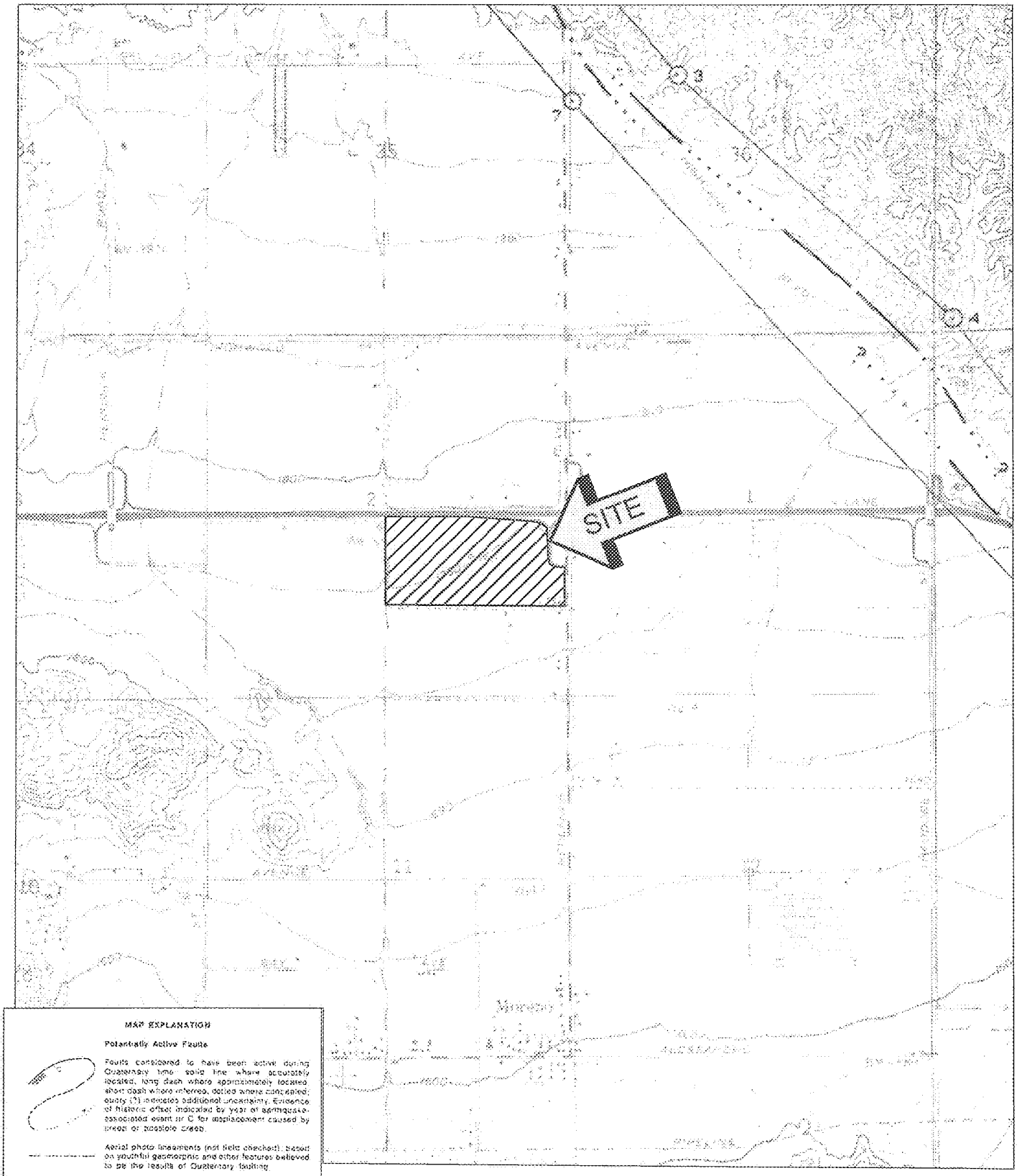

MAP EXPLANATION

Potentially Active Faults

Faults considered to have been active during Quaternary time: solid line where accurately located, long dash where approximately located, short dash where inferred, dotted where concealed; query (?) indicates additional uncertainty. Evidence of historic offset indicated by year of earthquake-associated event or C for displacement caused by creep or possible creep.

Aerial photo lineaments (not field checked), based on youthful geomorphic and other features believed to be the results of Quaternary faulting.

Special Studies Zone Boundaries

These are delineated as straight-line segments that connect consecutively numbered turning points so as to define one or more special studies zone segments.

Seaward projection of zone boundary

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'	
DRAWN: DRK CHKD: JAS	
SCG PROJECT 09G285-2	
PLATE 3	

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00114676

FAULT ZONES
03/16/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

Item No. E.3

MV00114677

Response GB-5

As noted on Page 9 of the Project Geotechnical Investigation (Draft EIR Appendix H), "The 1997 UBC/2001 CBC Design Parameters have been generat[ed] using UBCSEIS, a computer program published by Thomas F. Blake (January 1998)." It is assumed that the fault parameters were not available for the Casa Loma fault at the time the UBCSEIS program was published.

It may be noted that the building code has changed since the Project Geotechnical Investigation was issued. New development must now be designed in accordance with the requirements of the incumbent edition of the California Building Code (CBC). The CBC provides procedures for earthquake resistant structural design that includes considerations for on-site soil conditions, occupancy, and the configuration of the structure including the structural system and height. The seismic design parameters are based on the soil profile and the proximity of known faults with respect to the subject site. The 2007 CBC Seismic Design Parameters are now generated using *Earthquake Ground Motion Parameters*, a software application developed by the United States Geological Survey (USGS). This software application, available at the USGS website, calculates seismic design parameters in accordance with the 2007 CBC, utilizing a database of deterministic site accelerations at 0.01 degree intervals. Since the UBCSEIS is no longer used to calculate the seismic design parameters for the proposed development, it is not considered relevant that the Casa Loma fault is not listed in the UBCSEIS database.

Please refer to the following Response GB-7 in regard to the referenced Preliminary Geotechnical Investigation for the property westerly adjacent to the Project site, prepared by RM Engineering.

Response GB-6

Please refer to the geologic maps referenced as part of the preceding Response GB-4.

Response GB-7

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering (RME) is acknowledged. The site addressed by this report is located westerly adjacent to the Project site. Although RME recommended that a fault investigation be conducted prior to development within the portion of the site within the zone designated by the Riverside County Seismic Safety Element (Envicom, 1976), RME provided no data or evidence that an active fault was located on the site or adjacent sites. In fact, RME performed a geologic lineament analysis and concluded (on Page 6 of the referenced report) that, "[b]ased on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed." The recommendation by RME to perform a fault study was solely based on the Envicom report.

As referenced in the Project Geotechnical Investigation, Southern California Geotechnical reviewed the LGC report referenced in the preceding Response GB-2. LGC performed a fault study in the southeast portion of the Project site. The fault trench was approximately 400 feet in length and trended S48W (perpendicular to the projection of the nearest faults). The trench was excavated to a maximum depth of approximately 14 feet. LGC stated that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." It should also be noted that no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas) were observed on the subject site at the time of the original geotechnical investigation. In addition, the two geological maps presented as part of the preceding Response GB-4 (Plates 1 and 2) indicate that the closest fault to the subject site is the Claremont Fault Section of the San Jacinto Fault Zone, located 3,700 feet northeast of the site. The mapped active portion of the Casa Loma fault is located approximately 4.5 miles southeast of the Project site.

The Project site is not located within an Alquist-Priolo Earthquake Fault Zone (Plate 3), nor is it located within a Riverside County designated fault zone (Plate 4). Based on

information from the previous LGC report and published geologic maps, it is not considered likely that the Casa Loma fault, located more than four miles southeast of the Project site, would cause on-site surface rupture.

Response GB-8

Applied Planning utilized the Project-specific Geotechnical Investigation provided in the Draft EIR, and its assessment of on-site conditions.

Response GB-9

As detailed in the preceding Response GB-7, despite the commentor's assertions to the contrary, as documented in the Project-specific Geotechnical Investigation, there is no indication that the Project building footprint will overlay any active fault, nor is there evidence of potential fault rupture.

Response GB-10

The Draft EIR's description of major scenic resources is focused primarily on those views that would be potentially affected by the Project. It may be noted that, on Draft EIR Page 4.9-3, the reader is referred to Draft EIR Figure 4.9-1, which is based on an exhibit from the Moreno Valley General Plan. This figure does indicate views of the San Jacinto Wildlife Preserve among the City's major scenic resources. As can also be seen from this figure, the San Jacinto Wildlife Area is located approximately 3.5 miles to the southeast of the Project site. Although not identified in the illustration, the California Department of Fish and Game (http://www.dfg.ca.gov/lands/wa/region6/sanjacinto/maps.html) identifies Mystic Lake as being located adjacent to the eastern boundary of the San Jacinto Wildlife Area.

Response GB-11

As noted on Draft EIR Page 4.9-3, Figure 4.9-1 is the Draft EIR is a reproduction of Moreno Valley General Plan Figure 5.11-1, and as such, reflects the labeling used in the General Plan.

Response GB-12

The Draft EIR acknowledges, on Page 4.9-10, that the Project site lies within an established view corridor adjacent to the SR-60, and that SR-60 has been locally designated in the Moreno Valley General Plan as a scenic route. Primarily on this basis, the Project was found to have a substantial adverse effect on a scenic vista, which is considered a significant and unavoidable impact. The CEQA thresholds differentiate effects on a "scenic vista" from potential impacts to "scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway." Although SR-60 has not been designated as a "State scenic highway," its local importance has been acknowledged in the Draft EIR.

Response GB-13

The Draft EIR acknowledges that the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact.

Response GB-14

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering is acknowledged.

From: Rachel Lopez [rachel.lopez@ccaej.org]
Sent: Monday, December 06, 2010 2:19 PM
To: Jeffrey Bradshaw
Subject: Project Description 105-131
Environmental Impact Analysis 132-135

Land Use and Planning 136-169

Air Quality 261-372

Noise 373-401

This is in response to the Project # 105-131.

Mitigations for the cumulative exposure from projects that have already been approved and those that are in the process of being will have a significant effect on traffic and diesel exposure to residents within the impacted area and fall short of lowering the impacts to residents in close proximity of these projects. How can you mitigate this to include the other projects impacts. CCA-1

The Environmental Impact Analysis does not indicate or give a true picture of projected truck trips taking into account the other projects and the new Sketchers project. What types of mitigation are being initiated for these projects when they reach full capacity and are taken into account. The noise impacts to the surrounding community and its residents must also be mitigated especially with the additional projects that are in the planning process. What will those mitigations look like on a cumulative level. CCA-2

There must be in the mitigation of this project stipulations from the projected/future tenants that only 2010-compliant truck fleet cleanest trucks be allowed into the facility and create incentives or a schedule to phase in a clean truck fleet. The project should also consider other alternatives which might be to consider alternatives such as a portion of the fleet might be retrofitted or repowered and be phased in over a period of time which could reduce the air quality health risks and may be more economically feasible. CCA-3

Cumulatively Significant and Unavoidable for PM10, PM2.5, VOC and NOx exceedances; and long term VOC and *NO exceedances* this phrase is repeated several times in the Draft EIR we must not continue to approve projects in our communities that continue to impact our residents with health risks that can be avoidable with mitigation that should be implemented even before projects are proposed for review. The fact that we see unavoidable and significant in the EIRs is great concern that these projects will continue to be approved with overriding considerations or approved regardless of the impacts to existing or future residents. CCA-4

There are designated proposed residential projects being proposed along side these industrial facilities with no significant buffer areas dedicated. The SCAQMD and the Air Resources board indicate a buffer zone of not less than 1,000 ft. between a sensitive receptor and a diesel source. These issues must be addressed and mitigated with what ever means are available to the lowest levels possible with **sufficient buffer zones of not less than 1,000** to lessen those impacts. The DEIR have buffers of 250 or 300 how can the developer include/mitigate buffer zones of 1,000 ft. CCA-5

Rachel Lopez

Community Organizer

Center for Community Action and Environemtal Justice

Centro de Accin Comunitaria y Justicia Ambiental

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CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE
RACHEL LOPEZ

Email Dated December 6, 2010

Response CCA-1

The commentor expresses concern regarding the cumulative effects of the Project's contributions to impacts from traffic and diesel emissions when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 discrete related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis"). Additionally, the cumulative analysis reflects generalized disaggregated regional growth not otherwise attributable to specific development proposals.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response CCA-2

As noted in the preceding Response CCA-1, the Draft EIR did consider the effects of cumulative projects including potential cumulative truck trips, including the Highland Fairview ("Skechers") project.

With specific regard to truck traffic, estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor. Vehicular noise impacts from all Project and cumulative traffic are also addressed in the DEIR, and are determined to be less-than-significant. Please refer to DEIR at Pages 4.4-21 through 4.4-23; and 5-14 through 5-17.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour intersection passenger car equivalent (PCE) traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of

mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the

required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

Mitigation that addresses identified cumulative impacts was provided in the Draft EIR, and has been incorporated in the Project's Mitigation Monitoring Program, included in Final EIR Section 4.0. It is further noted that other development projects are required to address their own specific impacts, and projects subject to CEQA EIR mandates are also required to address cumulative impacts. In this regard, cumulative impacts are likely

overstated as these estimated impacts do not necessarily reflect or assume mitigation applied by other projects within the affected cumulative impact area.

Response CCA-3

The commentor expresses concern about emissions from diesel trucks associated with the Project. Mitigation Measure 4.3.13 has been revised to incorporate the following requirement.

> ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
>
> ***• Use of fleet vehicles conforming to 2010 air quality standards or better.***

These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

Response CCA-4

The commentor correctly reflects the Draft EIR's finding that the Project would have a cumulatively significant air quality impact in regard to the referenced criteria pollutant exceedances (temporary construction-related PM_{10}, $PM_{2.5}$, VOC and NOx exceedances; and long-term operational VOC and NOx exceedances). The commentor's opinions regarding the possible approval of the Project with overriding considerations will be forwarded to decision-makers for their consideration.

Response CCA-5

As acknowledged in the Draft EIR (Pages 4.1-7 through 4.1-9), currently undeveloped properties to the south of Fir (future Eucalyptus) Avenue, and to the west of the Quincy Channel are designated for residential uses. Despite the commentor's assertion to the

contrary, the City has no currently active proposals for residential development on any parcels adjacent to the Westridge Commerce Center Project site.

The 1,000 foot buffer zone referenced by the commentor has been offered by the California Air Resources Board as a planning guideline, to be implemented in cases where site-specific analysis has not been conducted.[4] In the case of the Westridge Commerce Center Project, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

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[4] Please refer to the CARB *Air Quality and Land Use Handbook: A Community Health Perspective,* April 2005, Page ES-2, at the following website: http://www.arb.ca.gov/ch/handbook.pdf.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24-hour exposure for a 30- or 70- year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

From: Paul Claxton [paul1960@verizon.net]
Sent: Sunday, December 05, 2010 10:02 AM

To: Jeffrey Bradshaw

Subject: Moreno Valley Warehouses/Ridge Project

I am concerned about the efforts to rush into construction the millions of square feet worth of warehouses in the east end of Moreno Valley. These projects can do nothing positive to the natural environment of the area. My biggest concern is turning Moreno Valley into another Ontario with hundreds of diesel trucks lumbering down our roads spewing pollution, creating noise, and traffic. That additional traffic will add to commute times creating additional pollution. The 60 freeway east of this project is not contusive to big rig traffic. I've been a resident here for just nine years and I intentionally bought on the more rural east side to avoid the traffic of the 215 freeway. This project drives a stake into the heart of the city. I'm planning on leaving to seek a better managed city. PC-1

Paul Claxton
Moreno Valley CA

PAUL CLAXTON

Email Dated December 5, 2010

Response PC-1

The commentor's general concerns regarding the Project's location and the cumulative impacts of the Project when combined with other vicinity projects are noted. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A thorough discussion of the cumulative impacts is presented at Draft EIR Section 5.1.

Similarly, the commentor's generalized concerns regarding the increased traffic, air quality and noise impacts are discussed in the EIR. Specifically, traffic impacts are addressed in Draft EIR Section 4.2, air quality impacts at Draft EIR Section 4.3 and noise impacts at Draft EIR Section 4.4.

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

COMMENTS AND QUESTIONS REGARDING THE DEIR AND LAND USEAGE IN GENERAL FOR WESTRIDGE COMMERCIAL CENTER, A.K.A. "THE RIDGE PROJECT"

Stephen Crews, Moreno Valley, CA

1. It is evident from current zoning, that lands designated commercial south of SR60, from Moreno Beach Dr. to Redlands Blvd., including land devoted for the Westridge Center, do not extend southerly for a great distance, and thus any commercial development there is not intended as a part of an extensive commercial region. In fact, for this reason, it appears this land serves as a buffer for the residentially zoned areas to the south. Thus, it is incumbent on planners and developers to ensure that properties developed in these commercially zoned areas are in keeping with aesthetics, appearance, landscape, geographic culture, and the sentiments of future residents of the predominant land use in the area, residential. This warehouse structure, with its massive edifice and size could not possibly conform to nor compliment Rancho Belago, "the land of ranches and lakes". SCR-1

   Has any consideration been given to the degradation of future residential developments in the area by the construction of an eyesore across the street?

2. One can only presume that there is a cumulative effect of air pollution from SR60, diesel trucks on the site of Westridge, and those travelling on nearby surface streets, as well as these types of contributors to air pollution from future similar developments along the freeway, and that this would have a deleterious effect on the health of citizens residing in residential neighborhoods. SCR-2

   Has this been taken into consideration, and wouldn't it be advisable to restrict commercial land use to less concentrated populations of heavy polluters, such as diesel trucks?

3. **The proposed project sits on the mouth of the entrance into the badlands heading east on SR 60, a highway that is essentially a rural route at this point, and one that is treacherous for traffic. At what point does the added introduction of truck traffic become dangerous? The route on SR60 west is extremely congested and practically at a standstill, caused by the incompletion of recent freeway construction, growth, and lack of capacity. At what point does the introduction of further truck traffic become untenable?** SCR-3
4. **The local surface roads and overpasses servicing the area of the project are dilapidated and are residential in nature. Will roads be brought up to standards, and who will pay for the inevitable degradation of heavy wear trucks cause on roads, with the potential of harm to automobile motorists?** SCR-4

STEPHEN CREWS

Letter Dated December 6, 2010

Response SCR-1

The commentor expresses an opinion regarding the land use designations (and the conformation of the proposed Project with the intent of those designations) of the properties located south of the SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

The commentor also expresses concern regarding the consideration of nearby residential uses. It is assumed that, in this instance, the commentor is referring to aesthetic consideration. Indeed, the Draft EIR contains a detailed analysis of the Project's aesthetic attributes and impacts within Section 4.9. Specifically, the analysis examined whether the Project would:

- Have a substantial adverse effect on a scenic vista;
- Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway;
- Substantially degrade the existing visual character or quality of the site and its surroundings; or
- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

As supported by the analysis, the Project would obstruct views of off-site scenic resources, and would therefore have a substantial adverse effect on a scenic vista. This is a significant and unavoidable impact. All other potential aesthetic impacts of the

Project were determined to be less-than-significant. The commentor is also referred to Figures 4.9-2 through 4.9-8 of the Draft EIR, which illustrate line of sight and view simulations of the Project.

Response SCR-2

The commentor expresses concern regarding the cumulative effects (air pollution) of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, eleven (11) distinct related projects were included within the Draft EIR cumulative analysis.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Cumulatively significant air quality impacts are summarized at DEIR Page 1-18, 1-19 and are discussed at DEIR pages 5-12 through 5-14.

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

Response SCR-3

The commentor characterizes location of the Project "on the mouth of the entrance into the badlands heading east on SR-60." Location of the Project and proximity of the badlands are noted in the Draft EIR:

> 3.2 PROJECT LOCATION AND BOUNDARIES
>
> The Project site is located in the eastern portion of the City of Moreno Valley, in western Riverside County. Please refer to Figure 3.2-1, "Regional Location." The Project will be developed within a 54.66-acre site, which is located near the SR-60/Redlands Boulevard interchange. The site is bounded by SR-60 to the north, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east. Please refer also to the Project site aerial, Figure 3.2-2, "Project Vicinity" (Draft EIR Page 3-1).
>
> General Plan Final EIR Figure 5.11-1, "Major Scenic Resources," reproduced in this Draft EIR as Figure 4.9-1, indicates the Project site is located along the SR-60 scenic corridor. The Badlands area, located approximately one mile to the north, and the Mount Russell foothills and associated rock outcroppings, located approximately two miles southerly of the site (Draft EIR Page 4.9-3).

The commentor offers that SR-60 "is essentially a rural route at this point, and one that is treacherous for traffic."

Existing and programmed SR-60 configurations proximate to the Project are accurately and appropriately described in the EIR:

Regional Access

State Route 60 (SR-60), adjacent to the Project site's northerly boundary, provides regional access to the subject property and vicinity. Connection to SR-60 is provided via Redlands Boulevard, located less than one-quarter mile east of the Project site. The Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. These interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. As demonstrated in the analysis presented in this Section, with implementation of the improvements identified subsequently (and in the Project TIA, EIR Appendix B),the existing rural interchange at Redlands Boulevard and the SR-60 will accommodate existing and anticipated future traffic, including Project-related traffic, at Opening Year and beyond. The upgrade of this interchange is included as part of the regional Western Riverside County TUMF improvement program.

The commentor provides no supporting evidence indicating any substantive potential safety concerns along the segment of SR-60 proximate to the project site. Moreover, Caltrans, the Responsible Agency for actions and projects affecting SR-60, has not suggested or indicated any significant safety issues for this segment of highway (Draft EIR, Page 4.2-8).

In response to the commentor's concerns regarding traffic on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these

impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

The commentor also provides opinions regarding traffic and safety along SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

Response SCR-4

The commentor expresses concern regarding the nature and condition of vicinity roadways. Section 3.0, "Project Description" of the Draft EIR includes a complete list of roadway improvements to be implemented by the Project. Roadway improvements to be implemented by the Project prior to issuance of the first Certificate of Occupancy are summarized below:

- Fir Avenue (future Eucalyptus Avenue) will be constructed to its ultimate half-section width (one-half of 104-foot right-of-way section improvements pursuant to City Standard No. 104B) as an arterial roadway from the westerly Project boundary, extending to Redlands Boulevard to the east. Signalization and turn lane improvements will be provided at the intersection of Fir Avenue (future Eucalyptus Avenue) at Redlands Boulevard consistent with City standards and requirements. At the westerly terminus of Fir Avenue (future Eucalyptus Avenue), full cul-de-sac improvements will be provided to allow for vehicle turnaround.

- An auxiliary lane along the westerly side of Redlands Boulevard will be constructed between Fir Avenue (future Eucalyptus Avenue) and the SR-60 eastbound off-ramps.

- The proposed public street (Street "A") at the Project's easterly boundary will be constructed to its ultimate half-section width (one-half of 78-foot right-of-way section improvements pursuant to City Standard No. 106) as an industrial collector roadway from the proposed northern terminus of the road to Fir Avenue (future Eucalyptus Avenue) in conjunction with development. Full improvements will be provided at the cul-de-sac "bulb" to allow for vehicle turnaround.

All roadway improvements proposed by the Project will conform with City engineering standards thereby reducing future maintenance responsibilities for these improvements. The Project will contribute fees and tax revenues to the City that may be directed to the repair and maintenance of area roads.

More specifically, the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements.

FRIENDS OF THE NORTHERN SAN JACINTO VALLEY
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6 December 2010

Via e-mail: Jeffreyb@moval.org

Mr. Jeff Bradshaw, Associate Planner
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552-0805

Dear Mr. Bradshaw:

Re: Westridge Commerce Center Draft Environmental Impact Report (DEIR)—State Clearing House Number 2009101008

The Friends of the Northern San Jacinto Valley are a local conservation group dedicated to preserving and protecting the Northern San Jacinto Valley, the San Jacinto Wildlife Area, and Mystic Lake. We are a 501(c)(3) organization. Since 1991, we have sponsored monthly nature walks at the wildlife area, reviewed and commented on numerous environmental documents, attended community events to share information about the wildlife area, and we have a long history of supporting public land acquisition at the San Jacinto Wildlife Area.

We have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center and are very discouraged by the poor quality of the environmental document. To a great extent, the Draft EIR presupposes that the Moreno Valley Planning Commission and City Council will adopt a statement of overriding consideration for a number of the identified project impacts. This erroneous presumption allows the preparer of the California Environmental Quality Act (CEQA) document, Applied Planning, Inc., to avoid necessary consideration of feasible mitigation measures and to avert meaningful consideration of project alternatives to reduce or avoid significant environmental impacts. The Draft EIR incorrectly asserts that the following significant project impacts are unavoidable and the City's only prerogative is to make CEQA findings of overriding consideration. FNSJ-1

Aesthetics - Loss of Scenic Vista: Perhaps the most spectacular scenic vista from within the City of Moreno Valley is the view of Mystic Lake with the San Jacinto Mountains in the background which motorists can see while traveling east on Highway 60. This project proposes to block this scenic vista with the side of a warehouse building and summarily omits from consideration potential mitigation measures and a project alternative (Alternative Site) FNSJ-2

capable of avoiding or minimizing this aesthetic impact. The project proponents have the ability to buy land anywhere for this warehouse which will not be built until the have a tenant and this makes feasible several mitigation opportunities to avoid or lessen the loss of a scenic vista this project will incur. The pad level of the warehouse buildings is proposed to be 25 feet below the grade of Highway 60. *A project design mitigation measure limiting the building height to 25 feet would preserve the present scenic vista from the highway.* In our view, other building design mitigation measures are feasible and can be incorporated into the project to avoid or minimize the loss of this scenic resource. FNSJ-2 (cont'd)

Agriculture - Loss of Farmland of Local Importance: The Project will convert Farmland of Local Importance to nonagricultural uses and these losses will be cumulatively significant. The Draft EIR fails to consider mitigation for the loss of agricultural land this project will incur and merely dismisses mitigation measures included in the City's General Plan intended to stem the loss of agricultural land. Preservation can be a feasible means of reducing or eliminating the impact of agricultural land loss. The City's General Plan indicates agricultural lands subject to conversion can be mitigated through the purchase or transfer of development rights or the purchase of conservation easements. We believe the Loss of Agricultural lands of Local Importance must be thoroughly discussed and mitigated in the EIR. FNSJ-3

Air Quality: The project will generate long-term operational project emissions during operation that will exceed the South Coast Air Quality District's regional thresholds for a number of pollutants detrimental to community health. A recent Press-Enterprise newspaper article (September 11, 2008) indicates most of the cancer risk from Southern California air pollution is from diesel exhaust. The article also notes the Inland area still has the region's worst fine-particle pollution, which is linked to early deaths, heart attacks and, in children, stunted lung development. Diesel soot is the most toxic major ingredient of fine particle pollution. The Inland region is also recognized as having the worst ozone pollution, which causes nausea, fatigue and headaches, and aggravates asthma and other respiratory conditions. The project Draft EIR makes no attempt to mitigate or avoid these long-term operational emissions and instead asks the City Council to make findings of overriding consideration for this air quality impact. The Draft EIR fails to even consider feasible mitigation measures to reduce community exposure to these harmful long-term project pollutants. A feasible mitigation measure worthy of consideration would be for the developer and future warehouse tenant to commit to operating the facility with trucks equipped only with the latest air pollution abatement technology including diesel soot filters. Since Highland Fairview Corporate Center/Skechers project has been able to have 80% of all off-road heavy-duty construction equipment utilized during construction activity *certified as* CARB Tier III or better, your project and analysis must do at least as well. FNSJ-4

Climate Change and Greenhouse Gases: AB 32 requires that California's greenhouse gas emissions be reduced to 1990 levels by the year 2020. The Draft EIR indicates greenhouse gas emissions from the operation of the Westridge Commerce Center project will result in a significant and unavoidable impact to climate change because emissions will hinder or delay California's ability to meet the reduction targets contained in AB 32. The Draft EIR limits its consideration of emission reduction to on-site measures and will request the City Council make FNSJ-5

findings of overriding consideration for the project failure to achieve the reduction targets in AB 32. This approach is incorrect in that the CEQA analysis also needs to consider offsite mitigation remedies such as emission trading regimes and/or carbon sequestration to offset the emissions this project will generate. Given the urgency of climate change solutions, the project proponent's reliance on a finding of overriding consideration is misplaced. FNSJ-5 (cont'd)

THE EIR MUST ADEQUATELY ANALYZE AND MITIGATE AIR QUALITY IMPACTS

The EIR fails to adequately analyze and mitigate the significant impacts to air quality resulting from the project. Californians experience the worst air quality in the nation, with annual health and economic impacts estimated in at 8,800 deaths (3,000–15,000 probable range) and $71 billion ($36–$136 billion) per year (Cayan 2006). Ozone and particulate matter (PM) are the pollutants of greatest concern (maximum levels are about double California's air quality standards) and the current control programs for motor vehicles and industrial sources cost about $10 billion per year. In light of these underlying conditions it is critical that the air quality analysis be rigorous. The EIR is required to properly analyze the Projects' direct, indirect, and cumulative contribution to deteriorating air quality. FNSJ-6

A. SIGNIFICANT AIR QUALITY HAZARDS IN RIVERSIDE COUNTY

Riverside County has the dubious distinction of being one of the most polluted areas in the country. (American Lung Association 2005; American Lung Association 2008). The Project will directly result in an increase in construction emissions and vehicle trips per day which will increase the level of a broad number of criteria pollutants under the Clean Air Act. The Project will result in significant impacts to air quality that result from significant levels of emissions of Volatile Organic Compounds (VOCs), Nitrogen Oxides (NOx), Carbon Monoxide (CO), and Particulate Matter of 10 microns and 2.5 microns or less (PM10 and PM2.5). Increased diesel exhaust is particularly detrimental to long term human and lung health.

Ozone (O_3) is the chief component of the common pollutant known as "smog." Ozone is formed when emissions including reactive organic gases (ROG) and oxides of nitrogen (NOx) undergo photochemical reactions in sunlight and are transformed to O_3. Ozone irritates lung airways and causes inflammation much like a sunburn. Ozone causes wheezing, coughing, pain when taking a deep breath, and breathing difficulties during outdoor activities. The American Lung Association focuses on ozone as one of the most hazardous of the common air pollutants. (American Lung Association 2008). Repeated exposure to ozone pollution for several months may cause permanent lung damage. Children, the elderly, and those with respiratory problems are most at risk, but anyone who spends time outdoors may be affected. Even at very low levels, ozone triggers a variety of health problems including aggravated asthma, reduced lung capacity, and increased susceptibility to pneumonia and bronchitis. Ozone also interferes with the ability of plants to produce and store food, which makes them more susceptible to disease, insects, and weather, and damages the leaves of trees and plants, ruining the appearance of cities, national FNSJ-7

parks, and recreation areas. Ozone also reduces crop yields, and is, in fact, responsible for 98% of air quality related crop damage in California. A revised EIR must discuss the proposed project's production of ozone precursor emissions and the direct, indirect, and cumulative impact both on human health and on vegetation and wildlife habitat, especially habitat for threatened, endangered, and sensitive species.

Particulate matter (PM) is a category of pollutant which includes the respirable particles suspended in the the air. PM is classified into "coarse" particles, PM_{10}, or those under 10 microns in diameter, and "fine" particles, $PM_{2.5}$, or those under 2.5 microns in diameter, and comes from a variety of sources including diesel exhaust, windblown dust from agriculture and construction and motor vehicles. Because the human respiratory system's ability to filter out harmful particles decreases as particles size decreases, the smallest particles lodge deepest in the lungs and are especially dangerous. PM can contain at least 40 toxic chemicals including heavy metals, nitrates, sulfates, and aerosols, as well as soot, soil, and dust. FNSJ-7 (cont'd)

PM is associated with extreme health consequences. PM causes premature death, aggravates asthma, increases coughing, painful breathing, and chronic bronchitis, and decreases lung function. Lung inflammation caused by inhaling PM can also lead to changes in heart rhythm, constriction of blood vessels, blood coagulation, and increased risk of heart attacks. Unlike what is believed about some other air pollutants, there is no "safe" level of PM pollution: even very low levels of PM lead to health impacts. (EWG 2002 at 25). One study found that in Riverside County alone, 353 deaths per year are due to current PM10 levels, and 42,149 asthma attacks per year are due to current PM10 levels. (EWG 2002 at 19). The EIR's failure to address basic information on the link between air quality, health impacts, and impacts to biological resources render it inadequate. This and other information must be analyzed in a revised EIR so that the project's air quality impacts can be analyzed in the full environmental context.

B. THE EIR FAILS TO ADEQUATELY DESCRIBE THE PROJECT AND ENVIRONMENTAL SETTING

The EIR must provide a stable and accurate project description in order to properly inform decision makers and the public, as well as provide a proper basis for analysis of impacts and mitigation to address those impacts. Here the EIR fails to fully disclose and analyze the air quality impacts from diesel emissions. One of the project objectives is to "transition the existing site into a productive use" provided by over 900,000 square feet of industrial warehouse/distribution. (DEIR at 3-4). Presumably much of the transportation and traffic associated with industrial warehouse and distribution facilities will be diesel truck traffic, which poses a much greater threat to human health due to the carcinogenic effects of diesel exhaust and fine particulates associated with diesel emissions. However, the EIR fails to describe what types of vehicles will be accessing the facility, in what volumes, at what frequency, and during what times. The EIR must fully disclose the types of vehicles that will be associated with the Project because those different vehicles pose very different threats and must be analyzed and mitigated in different fashions. FNSJ-8

The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The Project is located across Fir Street from land that is zoned residential. The diesel trucks will enter and exit the project by using Fir and therefore will significantly impact future residents. Setting the building 250 feet back from these residential uses does not protect them from each and every diesel truck that enters and exit the Project. The direct, indirect and growth inducing impacts of this project have not been thoroughly analyzed – especially for the future residents immediately south of the project. The 2,000,000 sq. foot Highland Fairview Corporate Center/Skechers project and also the proposed 2,000,000 square foot ProLogis are on either side of this project and will also probably use Fir Street. The California Air Resources Board and others confirm that living close to high traffic and the associated emissions may lead to adverse health effects beyond those associated with regional air pollution in urban areas. (CARB 2005). Specifically, these studies found reduced lung function and increased asthma in children within 1,000 feet of heavy traffic. Id. In addition to the respiratory health effects, proximity to freeways increases potential cancer risk. Id. FNSJ-8 (cont'd)

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. The South Coast Air Quality Management District ("SCAQMD") includes in its list of sensitive receptors, residences, schools, playgrounds, childcare centers, convalescent homes, retirement homes, rehabilitation centers, and athletic facilities. Sensitive population groups include children, the elderly, and the acutely and chronically ill, especially those with cardiorespiratory diseases. Residential areas are also considered to be sensitive to air pollution because residents tend to be home for extended periods of time, resulting in sustained exposure to any pollutant present. The Project fails to adequately identify the number and their distance from the 240 daily (24-7) moving diesel trucks related to this project as well as that of ProLogis and Highland Fairview Corporate Center/Skechers.

C. THE EIR FAILS TO ADEQUATELY EXAMINE THE PROJECT'S HEALTH RISKS

The EIR air quality analysis fails to adequately address the Project's effect on the community's health. Although the DEIR acknowledges that proximity to roads is related to adverse health outcomes, including respiratory problems, the document fails to conduct this critical study of demonstrating what the qualitative or quantitative risk is associated to nearby residents as result of the Project. The Project can lead to increased rates of asthma, decreased, lung or cardiac function, and other threats, but there is no analysis of what that means for the regional residents or visitors. As with other important impact analyses it appears that the EIR authors use their failure to gather data as an excuse for their inability to document the Project's impacts. Such an approach violates the fundamental tenets of CEQA. Without this information, it is all but impossible to accurately and effectively gauge the severity and extent of the health', effects that would result from building the proposed Project. Again, the agencies have a duty to "painstakingly ferret out" the Project's impacts. *Envt'l Planning and Information Council of W.* FNSJ-9

El Dorado County v. County of El Dorado (1982) 131 Cal. App. 3d 350,357. It is critically important that the EIR emphasize the cumulative impacts of negative air quality and not simply dismiss those issues without thorough analysis and mitigation. FNSJ-9 (cont'd)

D. THE EIR FAILS TO ADEQUATELY ANALYZE AND IMPOSE MITIGATION MEASURES FOR SIGNIFICANT IMPACTS TO AIR QUALITY

In an attempt to subvert the procedural requirements of CEQA the EIR fails to adopt feasible mitigation measures that would have substantially lessened significant environmental impacts resulting from the Project. To effectuate its overarching purpose of reducing environmental harm, CEQA requires that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen" a Project's significant environmental effects. Pub. Res. Code § 21002; Guidelines 15021. CEQA's substantive mandate is clear, "each public agency shall mitigate or avoid the significant effects on the environment of projects that it caries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b) (emphasis added).. Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). FNSJ-10

There are numerous mitigation measures that could be adopted to reduce the significant air quality impacts associated with this project. Many of the mitigation measures outlined to reduce the significant impacts associated with greenhouse gas emissions can reduce criteria pollutants. Therefore the EIR should fully analyze all greenhouse gas and criteria pollutant mitigation measures in order to reduce the significant impacts to air quality, or describe why those mitigation measures are infeasible.

I. THE EIR MUST ADEQUATELY ADDRESS THE IMPACTS OF GLOBAL WARMING AND CLIMATE CHANGE

The Draft EIR must thoroughly evaluate alternatives and mitigation measures that would reduce the Project's greenhouse gas emissions. Curbing greenhouse gas emissions to limit the effects of climate change is one of the most urgent challenges of our time. Fortunately, the California Environmental Quality Act ("CEQA"), Cal. Pub. Res. Code §§ 21000 et seq., 14 Cal. Code Regs. § 15000 et seq. ("Guidelines"), set forth a clear and mandatory process to address the Project's greenhouse gas and global warming impacts. This letter sets forth how this analysis should be completed. FNSJ-11

A. THE EIR MUST ADDRESS THE IMPACT GLOBAL WARMING WILL HAVE ON THE PROJECT

Unfortunately, the EIR fails to address the impacts of global warming on the Project contrary to the requirements under CEQA. California's temperatures are expected to rise "dramatically" over the course of this century (Cayan 2007). These factors will impact the planned project, as well as exacerbate its own environmental impacts. Global warming will affect California's climate, resulting in such impacts as increased temperatures and wildfires, and FNSJ-12

a reduction in snowpack and precipitation levels and water availability. These factors will impact development under any Moreno Valley General Plan Update, as well as exacerbate its own environmental impacts. Therefore, these factors must be considered in the EIR. *See* Guidelines § 15126.2(a) (an EIR "shall also analyze any significant environmental effects the project might cause by bringing development and people into the area affected.") The EIR must use its best efforts to find out and disclose all it reasonably can about the impacts of climate change on the environment and—most importantly—use that information to form an educated opinion about how to plan and adapt for the impacts of climate change. (California Attorney General 2009). Examples of how global warming will impact development under the Moreno Valley General Plan and intensify the environmental impacts it will already have are discussed below. It is not an exhaustive list.

The rise in temperatures resulting from global warming will create a more conducive environment for air pollution formation (Cayan 2007). This will intensify the adverse effects the proposed project will already have on air quality in the project area and threaten residents' health (Cayan 2007).

Significantly for the state, as well as the project area, is global warming's impact on water supply. The IPCC specifically identified the American West as vulnerable, warning, "Projected warming in the western mountains by the mid-21st century is very likely to cause large decreases in snowpack, earlier snow melt, more winter rain events, increased peak winter flows and flooding, and reduced summer flows" (IPCC 2007b). Recently, researches found that an increase in atmospheric greenhouse gases has contributed to a "coming crisis in water supply for the western United States" (Barnett 2008). Using several climate models and comparing the results, the researches found that "warmer temperatures accompany" decreases in snow pack and precipitation and the timing of runoff, impacting river flow and water levels (Barnett 2008). These researchers concluded with high confidence that up to 60 percent of the "climate related trends of river flow, winter air temperature and snow pack between 1950-1999" are human-induced (Barnett 2008). This, the researchers wrote, is "not good news for those living in the western United States" (Barnett 2008). FNSJ-12 (cont'd)

The California Center on Climate Change has also recognized the problem global warming presents to the state's water supply and predicts that if greenhouse gas emissions continue under the business-as-usual scenario, this snowpack could decline up to 70-90 percent, affecting winter recreation, water supply and natural ecosystems (Cayan 2007). Global warming will affect snowpack and precipitation levels, and California will face significant impacts, as its ecosystems depend upon relatively constant precipitation levels and water resources are already under strain (Cayan 2007). The decrease in snowpack in the Sierra Nevada will lead to a decrease in California's already "over-stretched" water supplies (Cayan 2007). It could also potentially reduce hydropower and lead to the loss of winter recreation (Cayan 2007). All of this means "major changes" in water management and allocation will have to be made (Cayan 2007). Thus, global warming may directly affect the City's ability to supply clean, affordable water to the residents, or force the City to change how it will utilize water, and it may also impact other activities outside the project area, such as agriculture.

Scientists indicate that climate change will also exacerbate the problem of flooding by increasing the frequency and magnitude of large storms, which in turn will cause an increase in the size and frequency of flood events (NRDC 2007). The increasing cost of flood damages and potential loss of life will put more pressure on water managers to provide greater flood protection (NRDC 2007). At the same time, changing climate conditions (decreased snowpack, earlier runoff, larger peak events, etc.) will make predicting and maximizing water supply more difficult (NRDC 2007). These changes in hazard risk and water supply availability must be considered during environmental review.

Water quality, in addition to water quantity and timing, will also be impacted. Changes in precipitation, flow, and temperature associated with climate change will likely exacerbate water quality problems (NRDC 2007). Changes in precipitation affect water quantity, flow rates, and flow timing (Gleick 2000). Shifting weather patterns are also jeopardizing water quality and quantity in many countries, where groundwater systems are overdrawn (Epstein 2005). Decreased flows can exacerbate the effect of temperature increases, raise the concentration of pollutants, increase residence time of pollutants, and heighten salinity levels in arid regions (Schindler 1997). FNSJ-12 (cont'd)

These are only examples of how global warming will impact the proposed project and intensify the environmental impacts the project will already have. It is not an exhaustive list. Thus, when assessing the impact of the Project on air quality, water supply, flood hazards, and biological resources, the EIR must take into account global warming. To ignore the impact of global warming on the Project and the resources impacted by the Project significantly understates the Project's impacts.

B. The EIR's Significance Determination is Flawed

i. The EIR Fails to Properly Frame the Question of the Significance of the Project's Greenhouse Gas Impacts

As the EIR properly recognizes, the greenhouse gas emissions generated by the Project constitute a significant impact. (DEIR at 4.3-110). However, the DEIR improperly limits the consideration of its determination of significance to whether the project would significantly hinder or delay California's ability to meet reduction targets contained in AB 32. While the emission reduction targets set by AB 32 are important, they are only a first interim step toward a longer emission reduction pathway necessary to avoiding dangerous anthropogenic interference (DAI) with the climate system. While Project impacts remain significant, the significance criteria should be revised to recognize California's long term emission targets set by Executive Order S-3-05 and consider the extent to which these reductions are consistent with the emission reduction pathway necessary to avoid DAI. FNSJ-13

The relevant environmental objective with regard to a project's impact on global warming is stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference ("DAI") with the climate system. Framing the objective of a threshold of significance in the context of preventing DAI with the climate system

is consistent with the policy of CEQA. As set forth in Public Resources Code Section 21000(d), "The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached." With regard to climate change, the prevention of DAI is the critical threshold to protect the health and safety of the people of California. The prevention of DAI with the climate is also the objective adopted by the international community. As set forth in the United Nations Framework Convention on Climate Change, to which the United States is a party: "The ultimate objective of this Convention and any related legal instruments that the Conference of the Parties may adopt is to achieve, in accordance with the relevant provisions of the Convention, stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system."[1]

Dangerous anthropogenic interference with the climate system is a defined concept from which a threshold of significance under CEQA can be derived. While environmental impacts from global warming are already being experienced, dangerous anthropogenic interference has typically been defined at temperature increases above 2°C from pre-industrial levels, or a 450 ppm atmospheric concentration of CO_2 eq. (Union of Concerned Scientists 2007). 2050 is the time frame commonly set by scientists in which to achieve the emission reductions necessary for climate stabilization. The emission reduction scenario set by AB 32 and Executive Order S-3-05, whereby emissions are reduced to 1990 levels by 2020 and then to 80% below 1990 levels by 2050, is consistent with a stabilization scenario in the +/- 450 ppm range.[2] FNSJ-13 (cont'd)

However, climate scientists, including NASA's premier climatologist, James Hansen, are increasingly calling for more stringent stabilization targets in order to sufficiently reduce the risk of catastrophic outcomes. The best available scientific evidence now indicates that a 2°C temperature increase from pre-industrial levels is well past the point where severe and irreversible impacts will occur. It is now estimated that a mean global temperature increase of 1.5°C above pre-industrial levels has the potential to trigger irreversible melting of the Greenland ice sheet, a process that would result in an eventual 7m sea level rise over and above that caused by thermal expansion of the oceans, and potentially causing an additional sea level rise of 0.75m as soon as 2100. (Warren 2006 at 95). Specific consequences of a 2°C temperature rise from pre-industrial levels include the loss of 97% of the world's coral reefs and the transformation of 16% of global ecosystems. Approximately one to three billion people would experience an increase in water stress, sea level rise and cyclones would displace millions from the world's coastlines and agricultural yields would fall in the developed world. (Warren 2006). In the Arctic, ecosystem disruption is predicted owing to complete loss of summer sea ice, with only 42% of the tundra remaining stable. This would destroy the Inuit hunting culture and cause the extinction of the polar bear and large losses in global populations of birds. Moreover, because

1 United Nations Framework Convention on Climate Change (UNFCCC), art. 2, May 9, 1992, *available at* http://unfccc.int/essential_background/convention/background/items/1349.php.

2 While the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004).

Arctic ice functions to reflect heat back into the atmosphere, its loss would allow more sunlight to heat the Arctic Ocean and further accelerate the buildup heat and the melting of the Greenland ice sheet. In the Antarctic, key marine mollusks are predicted to become extinct with damaging ramifications for the rest of the Antarctic marine ecosystem. (Warren 2006). As the devastating and irreversible impacts resulting from a 2°C mean global temperature rise are far in excess of any reasonable definition of "dangerous" interference with the climate, a 2°C target is not an acceptable objective for climate policy.

Moreover, equating a particular atmospheric concentration of greenhouse gases with a specific temperature increase involves a significant degree of uncertainty. This is because climate sensitivity – the extent to which temperatures will rise as a result of increasing concentrations of heat-trapping gases – depends on Earth's response to certain physical processes that are not fully understood. (Cayan 2007 at 4). For example, as greenhouse gas emissions cause temperatures to rise, the atmosphere can hold more water vapor, which traps heat and raises temperatures further – a positive feedback. Clouds created by this water vapor could absorb and re-radiate outgoing infrared radiation from Earth's surface (another positive feedback) or reflect more incoming shortwave radiation from the sun before it reaches Earth's surface (a negative feedback). (Cayan 2007). Thus, due to uncertainty in climate sensitivity, scientists estimate that the mean probability of exceeding 2°C where stabilizing greenhouse gases at a CO_2eq level of 450 ppm is 54% with a 30% probability that global average temperature would rise more than 3°C. (Cayan 2007; Union of Concerned Scientists 2007). This is effectively the equivalent of flipping a coin in the hopes that our children and grandchildren will not be confronted with the displacement of millions of people due to sea level rise, irreversible loss of entire ecosystems, and the triggering of multiple climatic "tipping points" wherein climate change begins to feed on itself and spin rapidly out of control. FNSJ-13 (cont'd)

As noted by the Attorney General in a recent guidance on the treatment of climate change in general plans, "the targets set by AB 32 and Executive Order S-3-05 can inform the CEQA analysis." (California Attorney General 2009 at 4). However, while the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. *See* Guidelines § 15064(b) ("[t]he determination of whether a project may have a significant effect on the environment calls for careful judgment … based to the extent possible on scientific and factual data."). Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004). Thus, to properly address the question of the significance of Project impacts, the EIR should set forth the environmental objective of stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent DAI with the climate system, discuss California's emission reduction targets and the extent to which these targets are sufficient to meet avoid DAI. In this manner, the EIR will set forth the issues related to the significance of Project impacts in a manner that accurately informs decision makers and the public.

ii. To Properly Evaluate Significance and Fulfill Its Informational Mandate, the EIR Must Compare Project Emissions with Emission Reduction Targets Set by AB 32 and Executive Order S-3-05

Although the EIR asserts that the Project would interfere with the goals of AB 32, the EIR fails to provide any data on Project emissions as compared with 1990 levels. Accordingly, it is impossible to analyze the extent to which the Project exceeds AB 32 emission reduction mandates. The EIR must be revised to provide this data.

FNSJ-14

Moreover, in a failure to adequately describe the Project, the EIR fails to note the year for which the Project envisions build-out. Should the next Moreno Valley General Plan update contemplate growth past 2020, its significance analysis should evaluate the extent to which the Project complies with Executive Order targets. While the trajectory of reductions under Executive Order S-3-05 has not been definitely established, the EIR should make an appropriate assumption, such as a linear decrease to 2050 to determine significance criteria for the undisclosed year of build-out. Thus, if Moreno Valley's General Plan is intended to accommodate growth until 2030, then the EIR could compare Project emissions with emissions approximately 27% below 1990 levels.

C. THE EIR MUST ANALYZE AND ADOPT ALL FEASIBLE MITIGATION MEASURES TO REDUCE THE PROJECT'S GREENHOUSE GAS EMISSIONS

In addition to thoroughly evaluating project alternatives, because it is clear that the project's greenhouse gas emissions will cumulatively contribute to global warming, "the EIR must propose and describe mitigation measures that will minimize the significant environmental effects that the EIR has identified." *Napa Citizens for Honest Gov't v. Napa County Bd. of Supervisors*, 91 Cal.App.4th 342, 360 (2001). CEQA requires that agencies "mitigate or avoid the significant effects on the environment of projects that it carries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b). Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). Therefore, it is the "policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures which will avoid or substantially lessen the significant environmental effects of such projects." Pub. Res. Code § 21002. Importantly, mitigation measures must be "fully enforceable through permit conditions, agreements, or other measures" so "that feasible mitigation measures will actually be implemented as a condition of development." *Federation of Hillside & Canyon Ass'ns v. City of Los Angeles*, 83 Cal.App.4th 1252, 1261 (2000).

FNSJ-15

There are any number of feasible measures that can be incorporated into a Climate Action Plan to reduce vehicle miles traveled, energy use, waste, water consumption and other sources of emissions. The California Air Pollution Control Officer's Association (CAPCOA) White Paper on CEQA and Climate Change identifies existing and potential mitigation measures that could be applied to projects during the CEQA process to reduce a project's GHG emissions. (CAPCOA 2008 at Appendix B). The California Office of the Attorney General also has developed a list of reduction mechanisms to be incorporated through the CEQA process. (California Office of the

Attorney General 2008b). These resources provide a rich and varied array of mitigation measures to be incorporated in both the programmatic and project level. Furthermore, substantial federal funding is available to implement these projects so that implementation of greenhouse gas mitigation measures is economically feasible.3 Because CEQA requires the adoption of all feasible mitigation measures to reduce significant impacts like climate change the Project must adopt all feasible mitigation measures to reduce GHGs or provide substantial evidence as to why the mitigation measures are infeasible. Pub. Res. Code § 21081(a)(3). FNSJ-15 (cont'd)

i. Land Use Measures Reducing Traffic Flow

The development plan for the proposed project should incorporate public transit into the project design and should attempt to facilitate the use of public transit. (California Office of the Attorney General 2008). Significant effort needs to be shown as to how carpooling will be instituted and alternative fueled cars will be encouraged with special onsite parking location/electrical plug-ins. Will there be on-site eating facilities with food in order to limit driving off site? FNSJ-16

ii. Land Use and Energy

The EIR should consider mitigation measures that will ensure the Project will use energy efficiently and conservatively. In doing so, it should analyze incorporating "green building" in the development. Green buildings are those buildings that lower energy consumption, use renewable energy, conserve water, harness natural light and ventilation, use environmentally friendly materials and minimize waste (Commission for Environmental Cooperation 2008).

Buildings create environmental impacts throughout their lifecycle, from the construction phase to their actual use to their eventual destruction (Commission for Environmental Cooperation 2008). In the United States, buildings account for 40 percent of total energy use, 68 percent of total electricity consumption, and 60 percent of total non-industrial waste (Commission for Environmental Cooperation 2008). Buildings also significantly contribute to the release of greenhouse gases. In the U.S. they account for 38 percent of total carbon dioxide emissions (Commission for Environmental Cooperation 2008). More specifically, residential buildings cause up to 1,210 megatons of carbon dioxide, while commercial building create approximately 1,020 megatons (Commission for Environmental Cooperation 2008). This is because buildings require a lot of energy for their day to day operations. Most of the coal-fired power plants – one of the biggest sources of greenhouse gas emissions – slated for development in the United States will supply buildings with the energy they need. In fact, 76 percent of the energy these plants produce will go to operating buildings in the U.S. (Commission for Environmental Cooperation 2008). FNSJ-17

3 Energy Efficiency and Conservation Block Grants are offered by the U.S. Department of Energy to municipalities in order to meet the following purposes: reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; reduce the total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors. (US DOE 2009). See http://www.eecbg.energy.gov/

Using green building techniques, however, can substantially reduce buildings' influence in increasing greenhouse gas emissions. Green buildings help reduce the amount of energy used to light, heat, cool and operate buildings and substitute carbon-based energy sources with alternatives that do not result in greenhouse gas emissions (Commission for Environmental Cooperation 2008). Currently green buildings can reduce energy by 30 percent or more and carbon emissions by 35 percent. (Commission for Environmental Cooperation 2008). The technologies available for green building are already in wide-use and include "passive solar design, high-efficiency lighting and appliances, highly efficient ventilation and cooling systems, solar water heaters, insulation materials and techniques, high-reflectivity building materials and multiple glazing (IPCC 2007c). Additionally, the U.S. Green Building Council (USGBC), a private, nonprofit corporation, has established a nationwide green building rating system, called Leadership in Energy and Environmental Design ("LEED"). The LEED standard supports and certifies successful green building design, construction and operations. It is one of the most widely used and recognized systems, and to obtain LEED certification from the USGBC, project architects must verify in writing that design elements meet established LEED goals. We expect the project's minimum LEED certification to be Silver. And the EIR needs to explain why this would not be your goal. FNSJ-17 (cont'd)

Specific mitigation for the greenhouse gas emissions generated by the Project's energy consumption include, but are not limited to:

- Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.
- Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.;
- Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.
- Reducing the use of pavement and impermeable surfaces;
- Requiring water re-use systems;
- Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting FNSJ-18
- Limiting the hours of operation of outdoor lighting
- Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees;
- Ensure that the Project is fully served by full recycling and composting services;
- Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.
- Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible;
- Installing solar water heating systems to generate all of the Project's hot water requirements;
- Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging

stations to reduce emissions from vehicle trips. FNSJ-18 (cont'd)

iii. Mitigation Related to Project Construction

- Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials;
- Minimize, reuse, and recycle construction-related waste; FNSJ-19
- Minimize grading, earth-moving, and other energy-intensive construction practices;
- Landscape to preserve natural vegetation and maintain watershed integrity;
- Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

iv. Transportation Mitigation Measures

- Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles;
- Create a car sharing program within the planned community;
- Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system; FNSJ-20
- Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations;
- Provide a shuttle service to public transit within and beyond the planned community;
- Incorporate bicycle lanes and routes into the planned community's street systems.

v. Carbon Offsets

After all measures have been implemented to reduce emissions in the first instance, remaining emissions that cannot be eliminated may be mitigated through offsets. Preference should be given to offset mitigation measures in that are in close proximity to the project. (SCAQMD 2008). In other words project applicants should prioritize first on mitigation onsite, then on mitigation in the neighborhood or air district, next in state, then finally out of state. (SQAQMD 2008). Care should be taken to ensure that offsets purchased are real (additional), permanent, and verified, and all aspects of the offsets should be discussed in the EIR. As demonstrated by the Office of the Attorney General and SCAQMD offsets are a feasible CEQA mitigation measures[4] once all feasible mitigation measures have been adopted to reduce the Project's carbon footprint and produce energy using renewable sources. (SCAQMD 2008). FNSJ-21

4 The California Attorney General's Office has adopted CEQA settlements calling for the auditing, reduction, and offsetting of greenhouse gas emissions related with a Project demonstrating that offsets are a feasible way to reduce a Project's negative environmental effects on global warming. See http://ag.ca.gov/newsalerts/release.php?id=1466&category=global%20warming See generally http://ag.ca.gov/globalwarming/ceqa.php

II. THE EIR MUST CONSIDER A REASONABLE RANGE OF ALTERNATIVES

The EIR failed to consider a meaningful analysis of reasonable alternatives to the Project in order to lessen or avoid the Project's significant impacts. CEQA mandates that significant environmental damage be avoided or substantially lessened where feasible. Pub. Res. Code § 21002; Guidelines §§ 15002(a)(3), 15021(a)(2), 15126(d). A rigorous analysis of reasonable alternatives to the project must be provided to comply with this strict mandate. "Without meaningful analysis of alternatives in the EIR, neither courts nor the public can fulfill their proper roles in the CEQA process." *Laurel Heights Improvement Ass'n v. Regents of University of California*, 47 Cal.3d 376, 404 (1988). Moreover, "[a] potential alternative should not be excluded from consideration merely because it 'would impede to some degree the attainment of the project objectives, or would be more costly" even when that alternative includes Project development on an alternative site. *Save Round Valley Alliance v. County of Inyo*, 157 Cal. App. 4th 1437, 1456-57 (2007) (quotations omitted).

In analyzing the no-project alternative, the EIR must discuss the need for this project and whether the uses that would potentially utilize the Project can be accommodated in existing areas. As CAPCOA states in its white paper, one way local governments can avoid significant increases in greenhouse gas emissions and help solve the problem of global warming is to "facilitate more efficient and economic use of the lands" already developed within the community (CAPCOA 2008). Reinvesting in existing communities is "appreciably" more efficient than new development and may even result in a net reduction of greenhouse gases (CAPCOA 2008). The EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands in order to support the reduction of vehicle trips, promote alternatives to individual vehicle travel, and encourage efficient delivery of services and goods (Office of the California Attorney General 2008). The Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty. FNSJ-22

An analysis of alternatives should also quantify the estimated greenhouse gas emissions, quantified impacts to biological resources, water resources including water quality and water availability, and traffic resulting from each proposed alternative.

Biological Resources: To a great extent the Draft EIR avoids an actual on the ground biological resource impact assessment. Instead the Draft EIR makes the claim that the cumulative wildlife resource impacts of this project will be mitigated by the payment of the Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP) mitigation fee and the Multi-Species Habitat Conservation Plan (MSHCP) mitigation fee. It is important to recognize neither the SKRHCP nor the MSHCP exempts this project from full compliance with the requirements of CEQA. The Draft EIR does not indicate the amount of the SKRHCP mitigation fee or the amount of the MSHCP mitigation fee the project proponent will pay in order to reduce the cumulative wildlife resource impacts of this project to a less than significant level. Nor does the document indicate the mitigation fee amounts the City has collected thus far for SKRHCP and MSHCP wildlife mitigation and to FNSJ-23

what extent those fees have been used to mitigate cumulative wildlife resource impacts from previously approved projects within the jurisdiction. A lead agency, in this case the City of Moreno Valley, must provide supporting facts and provide analysis to support its conclusion that the payment of SKRHCP and MSHCP mitigation fees will render the project cumulative wildlife resource impacts to less than significant. Absent this analysis, the cumulative wildlife resource impacts this project will incur must be viewed as cumulatively considerable. FNSJ-23 (cont'd)

Thank you for the opportunity to comment on the Draft EIR for this project. The Friends would like to be informed of all documents, meetings and public hearings related to this project. Please provide us with a copy of the final EIR and other pertinent documents related to this project. Please contact us at our mailing address which is listed on the first page of this letter. FNSJ-24

Sincerely

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FNSJ-25 (cont'd)

FRIENDS OF NORTHERN SAN JACINTO VALLEY

Letter Dated December 6, 2010

Response FNSJ-1

The commentor's opinions in regard to the "quality of the environmental document" will be forwarded to decision-makers for their consideration. The Draft EIR has been prepared to identify the environmental impacts that could result from Project implementation and, where feasible, provides mitigation measures to substantially lessen or avoid the significant effects on the environment. The City of Moreno Valley, the Lead Agency for this Project, is required to consider the Project in its entirety before determining whether to approve the adoption of overriding considerations. As noted in *CEQA Guidelines* § 15093:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The commentor concludes by correctly noting the Draft EIR's finding that the Westridge Commerce Center Project will result in certain significant and unavoidable impacts in regard to scenic vistas and air quality, but erroneously includes agriculture and global climate change in its summary of Project-related impacts. Specific topical concerns are addressed in the following Responses FNSJ-2 through FNSJ-5.

Response FNSJ-2

As discussed in the Draft EIR (Page 4.9-11), "[n]otwithstanding the proposed depressed building pad area, as illustrated in Figures 4.9-4 through 4.9-8, the Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. The building will be visible from higher elevations to the north, east, and south, and the rooftop of the building may be visible at a distance from higher elevations." This "interruption" of scenic views has been identified in the Draft EIR (Page 4.9-19 *et al.*) as an individually and cumulatively significant Project impact.

As further noted on Draft EIR Page 4.9-11, "[t]he Project's intent is to create a regional-serving warehouse/logistics facility. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." A tenable high-cube warehouse design with a 25-foot building height (estimated internal clear height of 15-20 feet) such as offered by the commentor, does not exist, and is contrary to the very term "high cube." The high-cube warehouse building height concept defines the viability of its internal operations,

which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint. The suggested 25-foot high building offered by the commentor is untenable and infeasible.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives, including alternative sites. The text on Draft EIR Pages 5-37 through 5-44 provides the basis upon which each of the considered alternative sites was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-3

As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. Despite the commentor's assertions that the Draft EIR "dismisses mitigation measures included in the City's General Plan," the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning

area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required. The commentor's opinions to the contrary will be forwarded to decision-makers for their review. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-4

The Draft EIR acknowledges the Project's potential impacts in regard to long-term operational exceedance of SCAQMD standards for the emission of the criteria pollutants VOC (volatile organic compounds) and NOx (oxides of nitrogen). Despite the commentor's assertions to the contrary, the Draft EIR addresses the Project's potential to result in health risks relative to diesel emission exposure on Pages 4.3-79 through 4.3-86. As discussed at Draft EIR Page 4.3-84, with implementation of Mitigation Measure 4.3-10, which would be implemented to control on-site idling, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant. It may be noted that Mitigation Measure 4.3.5, as discussed in the Draft EIR (Page 4.3-62 *et al.*), specifically requires Project contractor(s) to ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better. Additional mitigation is proposed within this Final EIR addressing operational and construction-source emissions (please refer to revised mitigation presented within the EIR Mitigation Monitoring Program, Final EIR Section 4.0. The commentor erroneously contends that "Since Highland Fairview Corporate Center Skechers project has been able to have 80 % of all off-road heavy-duty construction equipment utilized during construction activity certified as CARB Tier III or better, your project and analysis must do at least as well."

There is no requirement that the Project implement a given mitigation measure simply because it was applied elsewhere. Such an approach discounts appropriate nexus between impacts and mitigation.

Response FNSJ-5

The commentor misrepresents and misstates the findings of the Draft EIR with regard to the potential significance of the Project's GHG emissions impacts and the Project's potential GCC impacts.

In the Draft EIR's analysis of cumulative impacts (Page 5-13 to 5-14), it is specifically noted that "[i]n regard to the emission of greenhouse gases, the Project's Climate Change Analysis indicated that with the implementation of all Project design features and mitigation measures, greenhouse gas emissions would be reduced, and that the Project is consistent with state strategies to reduce greenhouse gases, including the California Air Resources Board (CARB) Scoping Plan's recommended measures, and the greenhouse gas emission reduction strategies set forth in the 2006 Climate Action Team (CAT) report.

Therefore, the Project would not hinder or delay implementation of AB 32. On this basis, the Project's individual and cumulative impact on climate change is less-than-significant. With specific regard to a cumulative-level analysis of GCC impacts, it is acknowledged that climate change is a global issue and the contribution of each greenhouse gas generated by the Project may have a cumulative effect. As noted in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." Moreover, the EIR qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

The commentor cites various GHG/GCC mitigation schemes, none of which are required in this case since the Project's GHG/GCC individual and cumulative impacts are less-than-significant. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-6

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's air quality analysis. Detailed analysis of the Project's potential air quality impacts are presented at EIR Section 4.3, "Air Quality." Supporting technical studies [*Westridge Commerce Center Air Quality Impact Analysis, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; *Westridge Commerce Center Health Risk Assessment, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; and *Westridge Commerce Center Climate Change Analysis, City of Moreno Valley*, California (Urban Crossroads, Inc.), February 3, 2010] specifically. The cited analyses address the direct, indirect ,and cumulative impacts of the Project..

As detailed in the following responses FNSJ-7 through FNSJ-21, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative air quality impacts, including potential impacts related to global climate change, have been proposed within the Draft EIR. Appropriate mitigation measures have been carried forward into the Mitigation Monitoring Program included at Section 4.0 within this Final EIR. For each proposed mitigation measure, the MMP identifies: mitigation timing, the responsible mitigation implementation entity, the responsible mitigation monitoring/reporting entity, and mitigation monitoring/reporting frequency. In combination, these provision act to ensure mitigation enforceability.

Response FNSJ-7

The Draft EIR describes, at considerable length (Pages 4.3-4 through 4.3-10), the criteria air pollutants referenced by the commentor, including the possible health effects that have led to the monitoring and control of these pollutants as part of the environmental

review process. With specific regard to commentor-expressed ozone concerns, the Lead Agency has adopted SCAQMD regional thresholds for the ozone precursors NOx and VOC. These thresholds are based on the highest level of permitted emissions, and exceedance of these thresholds indicates that mitigation measures should be applied, not that specific health or other environmental damage would occur. The Project applies all feasible mitigation measures to reduce potentially significant Project-related ozone precursor emissions (NOx and VOCs). Significant NOx and VOC impacts resulting from the Project (regional threshold exceedances) are summarized at DEIR Page 1-17, 1-18. The Project will not exceed applicable localized significance thresholds for NO_2 (DEIR at Page 4.3-61 et al.). The AQMD has not established localized significance thresholds for VOC emissions.

Project NOx and VOC emissions are predominantly generated by mobile sources beyond control of the Lead Agency and/or the Applicant [approximately 99.9 percent of Project NOx emissions (by weight) are from vehicles; approximately 92.5 percent of Project VOC emissions (by weight) are from vehicles). Even after compliance with SCAQMD rules and regulations, and the application of EIR mitigation measures, operational pollutant emissions would exceed applicable SCAQMD regional emission thresholds for VOC and NOx. These impacts are therefore considered to be individually significant. It is noted however, that the Project land use and proposed development are consistent with development and associated air pollutant emissions impacts reflected in and anticipated by the applicable Air Quality Management Plan (AQMP).].

The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the federal and/or state ambient air quality standards. Collectively, these are referred to as localized significance thresholds (LSTs). The additional potential secondary effects of ozone to plants and habitat cited by the commentor are noted. There is no demonstrable evidence or support indicating that the Project would cause or substantively contribute to adverse effects to plants or habitat, and to conclude otherwise is speculative.

Lastly, it is noted that the Project is consistent with the applicable Air Quality Management Plan (see EIR at Pages 4.3-49 through 4.3-53) indicating that it would not interfere with projected downward-trending ozone levels within the SCAQMD.[5]

The commentor also provides information regarding $PM_{10}/PM_{2.5}$ characteristics. Applicable $PM_{10}/PM_{2.5}$ thresholds are established by the SCAQMD. Potential effects of Project-related temporary localized construction-source $PM_{10}/PM_{2.5}$ emissions impacts are discussed and disclosed in the EIR:

> For modeling purposes, receptors were conservatively placed at a distance of 25 meters (approximately 82 feet) from the site, which is the most conservative distance recommended for use by the SCAQMD. As previously discussed, even with application of all feasible mitigation measures, localized PM_{10} and $PM_{2.5}$ construction-source emissions will exceed applicable LSTs. More specifically, during construction activity (after mitigation), PM_{10} emissions concentrations will exceed applicable LSTs at receptors located 71 meters (approximately 233 feet) or nearer, and $PM_{2.5}$ emissions concentrations will exceed applicable LSTs at receptors located 35 meters (approximately 115 feet) or nearer.
>
> These LST exceedances represent a potentially significant impact to sensitive receptors in the Project vicinity for short-term construction activity. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely

[5]*Summary Of The Ozone Air Quality Forum and Technical Roundtable*(Frederick W. Lurmann Sonoma Technology, Inc. for the South Coast Air Quality Management District) January 2007, Pages 2-5, 2-6.

> undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter.
>
> It is noted that these exceedances would occur temporarily and intermittently during site preparation and grading processes, and would not substantively affect any receptors at greater distances from the emissions source. Moreover, in that construction emissions are short-term and intermittent, they will not result in any chronic or long-term impacts (Draft EIR, Page 4.3-75).

The Project will not result in or cause long-term exceedance of applicable SCAQMD localized and/or regional thresholds $PM_{10}/PM_{2.5}$ emissions.

The commentor's opinions and statements will be forwarded to decision-makers for their review. Results and conclusions of the Draft EIR are not affected.

Response FNSJ-8

The commentor expresses concern about emissions from diesel trucks associated with the Project. A Health Risk Assessment (HRA) of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The HRA was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). The HRA is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety at Appendix C to the Draft EIR.

Contrary to the commentor's assertions otherwise, diesel and DPM emissions impacts are specifically evaluated and addressed in the DEIR (See DEIR at Pages 4.3-79 through 4.3-86, and the Project Health Risk Assessment (HRA) included at DEIR Appendix C.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).
[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

As indicated in this summary of the Project's trip generation, approximately 75 percent of the Project's daily trips, on average, will be attributable to trucks. As noted at Draft EIR Page 4.3-79, the Project Air Quality analysis assumed, in order to ensure a conservative analysis, that all trucks associated with the Project will be diesel-powered.

In that vehicle class and type directly affect DPM emissions, the Project HRA (please refer to DEIR Appendix C, Table 1, Project Truck Trips) also explicitly defines anticipated daily truck trips (by type) entering/exiting the Project site, as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [6]

Contrary to commentor assertions otherwise, baseline (setting) information is provided throughout the EIR. For example, general air quality setting information is presented at EIR Pages 4.3-10 through 4.3-16. Additional applicable specific baseline/setting information is also presented where it is beneficial to related discussions, e.g., the GCC Regulatory Setting is introduced at EIR Page 4.3-24 within the context of GCC/GHG considerations.

The commentor requests analysis of mobile-source DPM emissions for transient vehicles traveling along area roadways. With regard to air quality impacts generated by Project traffic along area roads, regionally significant NOx emissions impacts would result as disclosed in the EIR and discussed here. However, no locally significant operational air quality impacts would result from the Project. In this latter regard, the

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6 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

Project Operational Localized Significance Threshold (LST) analysis considers potential worst case exposure by evaluating criteria pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by stationary sources. As discussed in the Draft EIR, these emissions concentrations would not exceed applicable LST thresholds.

Draft EIR Table 4.3-12 (Page 4.3-69) presents the results of the Project operational LST analysis, indicating unmitigated conditions. As shown, results of the analysis indicate that long-term operational emissions will not exceed localized emissions thresholds established by the SCAQMD. Other operational mitigation measures presented in the EIR would act to further reduce already less-than-significant potential operational LST impacts.

Similarly, consistent with SCAQMD protocols and methodologies, the Project Health Risk Assessment considers maximum probable exposure to DPM concentrations, resulting from the entering, exiting and idling diesel vehicles within the Project site. Moreover, the analysis reflects long-term constant exposure (70 year, 24 hours per day) for residential receptors. With application of mitigation, even under this potential maximum exposure scenario, exposure to DPM concentrations would not exceed applicable SCAQMD thresholds (please refer to Draft EIR Table 4.3-17, Page 4.3-86).

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to

TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [7]

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7 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

Response FNSJ-9

Despite the commentor's assertion to the contrary, the Project has addressed the Project's potential to expose sensitive receptors to substantial pollutant concentrations. The analysis included in the Draft EIR (Pages 4.3-73 to 4.3-86) addresses (1) the potential effects of construction-source emissions at sensitive receptors; (2) potential carbon monoxide (CO) hotspots; and (3) the health risks of diesel particulate emissions. A Health Risk Assessment was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed above, Project and cumulative diesel emissions impacts are less-than-significant. Project impacts in regard to CO "hotspots" are similarly determined less-than-significant; while temporary construction-source emissions are acknowledged as significant. Please refer also to DEIR Section 4.3, Air Quality and supporting technical air quality studies presented at DEIR Appendix C.

Response FNSJ-10

As discussed in the following responses FNSJ-15, FNSJ-16, and FNSJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

Response FNSJ-11

The referenced citations are acknowledged and addressed at Response FNSJ-12. Additionally, it is noted that the Project's GHG emissions impacts (as presented at Draft EIR Page 4.3-90) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-12

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. It is also noted that CEQA directives allow for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the *Guidelines*. The EIR analysis of GHG emissions/GCC impacts (DEIR Pages 4.3-90 through 4.3-11; DEIR Appendix C, Project Climate Change Analysis) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-13

The commentor misinterprets analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the EIR analysis concludes that *greenhouse gas emissions generated by the Project constitute a significant impact.*

Such is not the case, as evidenced in germane excerpted GCC discussions presented below:

> **1.4 Summary of Findings**
>
> Results of the analysis indicate that the Project would generate GHG emissions that *may* [emphasis added] have a significant impact on the environment. However, the Project is consistent with, or otherwise not in conflict with (1) recommended measures and actions in the California Air Resources Board (CARB) December 2008 Scoping Plan (CARB Scoping Plan) setting forth strategies and measures to implement in order to achieve the GHG reductions goals set forth in the Global Warming Solutions Act of 2006 (AB 32); and (2) the GHG emission reduction strategies set forth in the 2006 Climate Action Team

(CAT) Report, prepared in response to Executive Order S-3-05, which established total GHG emission targets for the State.

As such, the Project GHG emissions are not cumulatively considerable. Further, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. This analysis takes no credit for such GHG emissions reductions. Thus, this analysis conservatively estimates the overall Project impacts on climate change from GHG emissions and the actual impacts will be less than what is calculated herein (Westridge Commerce Center Climate Change Analysis, Pages 1-2).

To further clarify, germane suggested CEQA Guidelines topical questions include:

Would the project:
a) Generate greenhouse gas emissions, either directly or indirectly, that *may* [emphasis added] have a significant impact on the environment?

Language in the Project GCC study paraphrases and responds the Guidelines language. As also discussed in the Project GCC Study, it is likely that any GHG emissions reductions achieved locally and within the State will be offset by emissions increases in developing countries such as Brazil, Russia, India and China and that significant effects of climate change, such as global warming and sea level rise, will nevertheless occur due to the continuing effects of past and existing levels of emissions. In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts [beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see Climate Change Analysis, Page 42).

The commentor suggests alternative analysis/threshold considerations for evaluation of GCC/GHG impacts. Thresholds established in the Draft EIR are consistent with applicable provision of CEQA.

> **Findings and Recommendations**
> As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less-than-significant (Draft EIR, Pages 4.3-93, 4.3-94).

Additionally, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. The Draft EIR's analysis takes no credit for such GHG emissions reductions. Thus, the Draft EIR's analysis conservatively estimates the overall Project impacts on climate change from GHG emissions, and the actual impacts will be less than what is calculated in the Draft EIR and associated Westridge Commerce Center Climate Change Analysis, included as part of Draft EIR Appendix C.

<u>Response FNSJ-14</u>

Despite the commentor's statement to the contrary, the Draft EIR does not "assert that the Project would interfere with the goals of AB-32." On the contrary, the Draft EIR notes (on Page 4.3-95) that "[t]he Project's consistency with the AB 32 goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change

Scoping Plan which includes nine Early Action Measures (qualitative approach). In addition, the analysis considers the numeric level of emissions generated by the Project to determine whether the emissions are cumulatively significant (quantitative approach)." Following a detailed presentation of the assessment criteria and analysis of the Project's consistency with these criteria, the Draft EIR finds (on Page 4.3-109) that "a project that is consistent with CAT strategies is consistent with the strategies suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32, and therefore the Project will result in a less-than-significant cumulative impact on GCC."

In regard to the Project's "build-out" year, as discussed in the Draft EIR Project Description (Page 3-4), "construction is proposed to occur in one phase, with infrastructure and building construction following site preparation operations." As such, the Project would be effectively "built out" in its opening year, which is identified as 2011, as discussed at Draft EIR Page 4.2-15.

Response FNSJ-15

As discussed in the following Responses FNSJ-16 and FSNJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are reduced to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. It is also noted that air quality mitigation measures presented in the EIR will peripherally act to reduce GHG emissions. However, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-16

The commentor suggests that the Project should incorporate provisions for public transit, carpooling, and other measures as a means of reducing VMT and associated GHG emissions.

Mitigation Measure 4.3.13 has been revised, as indicated below, to include additional VMT/GHG emission reduction measures. For ease of reference, the text of this measure in its entirety is provided. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant. Added measures are indicated as ***underline bold italicized*** font.

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its*

services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 %of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***

- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks; and*
- *Use of SmartWay 1.25 rated trucks.*

Response FNSJ-17

As discussed on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may

be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response FNSJ-18

The commentor proposes numerous additional measures (presented in the following Table) as means to reduce Project-related greenhouse gas emissions relative to energy consumption. While the suggested measures may in part act to generally reduce Project energy consumption, none of the measures are required in order to achieve the mitigation of impacts identified in the Draft EIR. That is, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed

measures and their implied environmental benefit vis-à-vis Project impacts. Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation.

Additionally, in some instances, the commentor proposes measures that would further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may impose these additional requirements; typically through Project Conditions of Approval.

Suggested Measure	Response
Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 3-16), the Westridge Commerce Center Project reflects design and operational criteria established under the LEED Green Building Rating System.
Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	
Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.	
Reducing the use of pavement and impermeable surfaces.	**Replicates existing requirements.** As noted in the Draft EIR (Page 4.6-13), onsite bio-retention and detention basins, along with selected areas of pervious concrete and perimeter landscape areas are provided throughout the Project site. Additional detail is included in Draft EIR Appendix F, "Water Quality Management Plan."

Suggested Measure	Response
Requiring water re-use systems.	**Replicates existing requirements.** The Project is reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Nonetheless, as noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."
Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting.	**Replicates existing requirements.** Use of LEDs is currently required pursuant to EIR Mitigation Measure 4.3.13.
Limiting the hours of operation of outdoor lighting.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655, which includes restrictions in regard to hours of outdoor lighting operations. See also: www.clerkoftheboard.co.riverside.ca.us/ords/600/655.htm
Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees.	**Replicates existing requirements.** Project landscaping will be provided pursuant to the requirements of the Moreno Valley Municipal Code (Section 9.17.030), which specifies a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Shade trees will be provided pursuant to the requirements of Municipal Code Section 9.17.050 subd. (d)(3).
Ensure that the Project is fully served by full recycling and composting services.	**Replicates existing requirements.** As noted on Draft EIR Page 3-14, "[p]rior to issuance of a grading permit, the Project will have in place a City approved Solid Waste Diversion and Recycling Plan that demonstrates the diversion and recycling of all salvageable and re-useable wood, metal, plastic and paper products used during Project construction. A similar plan will be in place prior to occupancy that demonstrates the diversion and recycling of all wood, metal, plastic and paper products during ongoing operation of the warehouse and office portions of the Project. The plans will include the name of the waste hauler, their assumed destination for all waste and recycled materials, and the procedures that will be followed to ensure implementation of this measure.
Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.	**Not required.** As discussed in the Draft EIR (Pages 3-21 and 3-22), treatment of the Project's wastewater and solid waste will be accomplished by regional providers (i.e., Eastern Municipal Water District and Waste Management of the Inland Empire), and is outside the control of the Applicant and the City of Moreno Valley.

Suggested Measure	Response
Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible	**Not required.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics or "wind energy."
Installing solar water heating systems to generate all of the Project's hot water requirements.	
Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging stations to reduce emissions from vehicle trips.	

Response FNSJ-19

As discussed in the preceding Response FNSJ-18, the commentor's suggested mitigation measures to reduce Project impacts in regard to construction activities are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Not required.** Consistent with the Project's pursuit of LEED accreditation, the recommended building materials will be utilized to the extent available and feasible.
Minimize, reuse, and recycle construction-related waste.	**Replicates existing requirements.** As noted in the Draft EIR (Page 3-5), "[a]ny residual materials resulting from site preparation processes will be appropriately disposed of and/or recycled in accordance with the City's Source Reduction and Recycling Element (SRRE)."

Suggested Measure	Response
Minimize grading, earth-moving, and other energy-intensive construction practices.	**Not required, no nexus with significant impacts.** The Project will not cause or result in individually or cumulatively significant GHG/GCC impacts. There is no requirement to reduce construction-source GHG emissions. Moreover, within the context of Project-specific requirements (e.g., placement of structures approximately 25 feet below the existing grade of SR-60, and proper fill and re-compaction procedures to ensure proper foundation support, consistent with the recommendations of the Project Geotechnical Investigation, included as Draft EIR Appendix H), construction contractor(s) employ techniques and procedures so as to provide for the most efficient use of earth-moving and grading equipment as a matter of course.
Landscape to preserve natural vegetation and maintain watershed integrity.	**Replicates existing requirements.** Landscape improvements will be provided for the Project as required under the City's Zoning Code Section 9.17, "Landscape Requirements." To minimize risk of invasive non-native plants entering into the riparian habitat along the Quincy Channel, the Project includes mitigation (Measure 4.8.3) that prohibits the use of invasive non-native plant species within 150 feet of the Channel.
Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.	**Incorporated** at revised Mitigation Measure 4.3.8.

Response FNSJ-20

As discussed in the preceding Response FNSJ-19, the commentor's suggested mitigation measures to reduce Project impacts in regard to transportation are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13.

Suggested Measure	Response
Create a car sharing program within the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide a shuttle service to public transit within and beyond the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Incorporate bicycle lanes and routes into the planned community's street systems.	**Replicates existing requirements.** The Project is required to provide pedestrian and bicycle connections to surrounding areas consistent with provisions of the City of Moreno Valley General Plan pursuant to the existing Mitigation Measure 4.3.13. This measure notes that the location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan.

Response FNSJ-21

The commentor suggests that carbon offsets be purchased to address "remaining [greenhouse gas] emissions that cannot be eliminated." It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-22

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's analysis of alternatives. As further presented in the *CEQA Guidelines* Section 15126.6, subd. (a), an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation.

To this end, the *CEQA Guidelines* indicate that the range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of most Project objectives.

The commentor's suggestion that "[t]he EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands" is inconsistent not only with the Project objectives, but with the site's existing General Plan land use designation and zoning. Additionally, it is unclear that such an alternative would result in a lessening of the Project's environmental effects, particularly since commercial uses typically generate considerably higher average daily rates of traffic per square foot than light industrial uses, with correlating increases in air emissions. See for example Trip Generation 7th Edition (Institute of Traffic Engineers)trip generation rate for Specialty Retail (ITE Code 814), 44.32 trips/thousand square feet; vis-à-vis the Project trip generation rate of 3.12 trips/thousand square feet. On a related note, the EIR specifically considers a "No Project" alternative which assumes development consistent with site's current Business Park zoning designation. As with the mixed use concept proposed by the commentor, substantially increased trip generation could be expected if developed with business park uses when compared to industrial uses proposed under the Project.

> In this regard, for Traffic Analysis Zone (TAZ) 209 encompassing the Project site, the General Plan Buildout traffic model reflects development of the subject site with Business Park/Light Industrial uses, and projects approximately 4.18 times the trip generation for TAZ 209 than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project. The No Project Alternative considered

herein approximates trip generation for the subject site under the General Plan Buildout Scenario at four (4) times that of the Project (Draft EIR, Page 5-32).

Based on the preceding, the commentor's suggested alternative concept fails as feasible alternative to the Project, and does not merit further analysis as part of the Project EIR.

In regard to the question of whether the Project could be accommodated elsewhere, the Draft EIR addresses, at length, the possible alternative sites that were considered as part of the review of Project alternatives (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it

is not currently owned or controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor's states that "[t]he Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty." No specific tenant(s) for the Project are currently under contract. Results and conclusions of the EIR are not affected.

The Draft EIR (on Pages 5-49 to 5-62) does provide a comparative analysis of the potential impacts of each alternative in regard to greenhouse gas emissions, biological resources, water supply, water quality, and traffic. As required under *CEQA Guidelines* Section 15126.6, subd. (d), this evaluation includes "sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project."

<u>Response FNSJ-23</u>

The City disagrees with the commentor's assertion that "the Draft EIR avoids an actual on the ground biological resource impact assessment." Draft EIR Appendix G presents the Biological Resources Survey prepared for the Project, which consists of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements, as identified in the following Figure 4.8-1;

- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- A jurisdictional delineation, which was prepared pursuant to the requirements of the California Department of Fish and Game and the Army Corps of Engineers.

As further discussed in the Draft EIR (Page 4.8-14), "[p]ayment of the mitigation fee and compliance with the requirements of the MSHCP are intended to provide full mitigation under CEQA, although certain areas within the MSHCP boundaries require additional surveys to determine the presence or absence of specific MSHCP-covered resources, including sensitive plants, burrowing owls, and riparian or riverine areas." Although focused surveys for threatened, endangered and sensitive plant and wildlife species were not conducted as part of the Project's general Biological Assessment, protocol surveys were subsequently performed to determine the presence or absence of burrowing owls within areas of potential disturbance. The *Report on Burrowing Owl Surveys for the West Ridge Project Site* (Harsmworth Associates, July 2009) is also included in Draft EIR Appendix G.

In addition, implementation of Draft EIR Mitigation Measure 4.8.7, included in the Mitigation Monitoring Program presented in Final EIR Section 4.0, will ensure that a pre-construction survey be conducted to document the location of any occupied burrows on-site. With the implementation of this mitigation measure, as well as compliance with the requirements of the MSHCP, the Project's potential to impact burrowing owls is reduced to a less-than-significant level.

The City of Moreno Valley's current schedule of non-residential impact fees indicates that the Project would be subject to an MSHCP fee of $6,597 per acre, and an additional $500 per acre SKR (Stephens' kangaroo rat) mitigation fee. On this basis, the Project would contribute approximately $390,335 to meet its fair-share responsibility for regional plant and wildlife impacts. The amount collected by the City for wildlife mitigation to date, along with the effectiveness of such fee collections, is outside the scope of the Project's environmental analysis. The Draft EIR (Page 4.8-31) notes that "[t]he Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project 'is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009.' These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. This species has not been recorded within the Project area in the past and is presumed absent from the site. As such, the Project is in compliance with the MSHCP." The results and conclusions of the Draft EIR are not affected.

Response FNSJ-24

The commentor requests receipt of future information regarding the Project, and as such, has been added to the Project distribution list at the referenced address. A copy of the Project's Final EIR has also been provided to the commentor, as requested.

Response FNSJ-25

The commentor lists numerous publications and resources exhibits incorporated by reference. With the exception of certain web-linked publications, exhibits listed "as incorporated by reference" have not been provided. Nor has their disposition, availability, or specific relevance been otherwise identified.

From: sgcricket@aol.com
Sent: Monday, December 06, 2010 3:20 PM
To: Jeffrey Bradshaw
Subject: Western Ridge Commerce Center DEIR

Comments Regarding: West Ridge Commerce Center
From: Susan Gilchrist

The project under consideration requires a zoning change from Business Park to Light Industrial. It is my understanding that this is a speculative project and there is no tenant identified. This presents a problem for the residents of the eastern portion of the City. There are currently many unoccupied warehouse buildings on Cactus and along the 215 as well as many in other Inland Empire cities. The only logical reason for presenting this project at this time is to "ride the coattails" of Highland Fairview/Skechers and get approval for another megalithic structure. Since the City permitted a building 36 times the size of the General Plan recommendation, what will prevent the Council from approving another oversized structure? The only solution will be to retain the General Plan and wait for the economy to improve so that the long range goals of a diverse job base can be reached. SG-1

Ten to fifteen years ago, business park zoning was successful and in the future it will be that way again. If zoning changes could be reversed, this would be more acceptable, but they are not. It will never revert to Business Park zoning from Light Industrial and the vision of the eastern portion of the City will be changed forever. Those driving through Moreno Valley will think the City consists of warehouses and sound walls...how attractive!

Questions for the developer:

1. Is this a speculative project or is there a tenant ready to occupy a 900,000 sq ft building? SG-2

2. What benefit is there to the residents and the City for approving a zone change at this time? SG-3

3. Why is the City moving away from the General Plan without bringing the entire process back to the residents? Moreno Valley seems to be willing to accept anything offered rather than have high standards and long range goals. The desperation is obvious and not very reassuring. Surrounding cities of Temecula, Murrieta, Menifee, Riverside, and Redlands are constructing buildings with more style and substance than is seen in Moreno Valley. These cities are attracting a variety of businesses while our City accepts the dregs. SG-4

4. Should the Council change the zoning, will the property be sold to another developer? SG-5

5. As a condition for the zone change, will the developer be willing to put an appropriate buffer of 1500 feet on the south side of Fir and develop it as a City park with a block wall on the north side of the park? SG-6

6. Could the traffic flow from both Skechers and Western Ridge be restricted from Redlands Blvd? SG-7

7. Will the building be constructed to LEEDS standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved? SG-8

8. What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility? SG-9

Sincerely,
Susan Gilchrist

SUSAN GILCHRIST

Email dated December 6, 2010

Response SG-1

The commentor correctly notes that approval of the Westridge Commerce Center Project would involve a change of zone for the Project site, from Business Park to Light Industrial. The commentor's opinions regarding the proposed zone change will be forwarded to decision-makers for their consideration.

Response SG-2

The commentor inquires: "Is this a speculative project or is there a tenant ready to occupy a 900,000 square foot building?" At this time, no specific tenant(s) for the Project are under contract.

Response SG-3

The commentor inquires: "What benefit is there to the residents and the City for approving a zone change at this time?" The benefits of a project are not germane to an EIR pursuant to CEQA. Nevertheless, certain potential benefits to the residents and the City are reflected in the Project Objectives. More specifically, as noted at Draft EIR Page 3-4, the Primary Objectives of the Project as identified by the Project Applicant include the following:

- Transition the existing site into a productive use;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

Response SG-4

The commentor inquires: "Why is the City moving away from the General Plan without bringing the entire process back to the residents?" The commentor offers opinions on City development review and approval processes, and the character of local and regional development.

As discussed in the Draft EIR (Pages 4.1-6 through 4.1-9), implementation of the Project would not propose or require a change in the Project site's General Plan land use designation. The commentor's opinions in regard to the City's approval process and the character of local and regional development will be forwarded to decision-makers for their consideration.

Response SG-5

The commentor inquires: "Should the Council change the zoning, will the property be sold to another developer?" Should the Project be approved, it is the applicant's intention to develop the site as proposed. However, there are no restrictions to prohibit the sale of the subject property. It may be noted that, regardless of ownership, Project-specific mitigation measures and other applicable regulations relative to the Project's construction and operations, including those identified in the Draft EIR, would remain in force.

Response SG-6

The commentor inquires: "As a condition of the requested zone change, will the developer be willing to put an appropriate buffer of 1,500 feet on the south side of Fir (future Eucalyptus) Avenue and develop it as a City park with a block wall on the north side of the park?" As a point of clarification, the requested zone change cannot be lawfully conditioned as suggested. Moreover, there is no codified requirement or environmental impact nexus that would require or suggest a 1,500 setback or the creation of a park southerly of the Project site. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response SG-7

The commentor inquires: "Could the traffic flow from both Skechers and Western Ridge [the proposed Westridge Project] be restricted from [using] Redlands Boulevard?" Direct and practical access to the Project site is provided via Redlands Boulevard, located less than one-quarter mile easterly of the Project site. The Project provides all necessary improvements to mitigate its direct traffic impacts affecting Redlands Boulevard to levels that are less-than-significant. Additionally, appropriate mitigation is provided for all potentially significant cumulative traffic impacts affecting Redlands Boulevard.

Opening Year access to and from the SR-60 to the Westridge Project site was assumed to utilize Redlands Boulevard exclusively. The Project TIA (included as Draft EIR Appendix B) does account for the fact that, upon the development of Eucalyptus Avenue to the ultimate configuration identified in the Moreno Valley General Plan Circulation Element, Project-related traffic could also access the SR-60 at Moreno Beach Drive.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response SG-8

The commentor inquires: "Will the building be constructed to LEED standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved?" Similar to the recently approved Highland Fairview/Skechers project, the Westridge Commerce Center will be built to LEED standards. The following discussion at Draft EIR Page 3-16 is presented here for ease of reference.

> The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification. There is no requirement that LEED standards implemented by the Highland Fairview/Skechers development be similarly implemented by the instant Project.

As further described in the Aesthetics section of the Draft EIR (Page 4.9-11) and illustrated in Draft EIR Figure 4.9-3, the Project's building foundation is planned to be located approximately 25 feet lower in elevation than the existing elevation of SR-60. Substantial reduction of the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment.

In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured for example as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000 square foot building would have to be at least 1.7 million square feet in size in order to accommodate a comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be substantial additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint.

Response SG-9

The commentor inquires: "What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility?" As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations." Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions as presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

HIGHLAND FAIRVIEW

14225 Corporate Way
Moreno Valley, CA 92553
Tel: 951.867.5300

December 6, 2010

Mr. Jeff Bradshaw
Associate Planner
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: Westridge Commerce Center – Comments on Draft EIR

Dear Jeff,

Highland Fairview has reviewed the Draft EIR and is concerned with the manner in which the document addresses a number of environmental issues. As you know, the city imposed numerous mitigation measures and conditions of approval on the Highland Fairview Corporate Park (HFCP) project many of which are not applied to this project, despite the similarities of the two projects. Among these issues are air quality, water quality, freeway landscaping treatment, architectural design, sustainability, hazardous materials, biology, global climate change and many other environmental areas.

To address these concerns, we request a meeting with the City planning, traffic and engineering departments to review the proposed mitigations included in the Draft EIR. We are particularly concerned about the following subject areas:

1. The project's contribution to improvements to SR60 mainline and interchanges. HF-1
2. The project's contribution to improvements on Redlands Boulevard. HF has other projects in the area and insufficient improvements by this project should not be allowed.
3. Architectural standards and design comparable to that of the HFCP Skechers building should be articulated from the freeway.
4. The landscape treatment of the interface between the project and SR60 should be comparable to that required by the City for HFCP and should be consistent.
5. The need for a significant commitment from the project to address the visual relationship between the project and the SR60. For example, the HFCP project was lowered 25 feet so that its visual impact could be softened.

We request a meeting with City staff as soon as possible to address these concerns.

Sincerely,

Wayne Peterson
Vice President, Community Planning

HIGHLAND FAIRVIEW

Letter Dated December 6, 2010

Response HF-1

The subject line of this letter indicates that it contains comments on the Westridge Commerce Center Draft EIR; however, these comments do not appear to be intended to address the Draft EIR's technical analysis or findings. Instead, the comments focus on the Westridge Commerce Center's "contribution to improvements," and express concerns regarding the equity of mitigation between the Westridge Commerce Center Project and the recently approved Highland Fairview Project (a 2.6 million-square-foot light industrial/commercial development located south of SR-60 east of Redlands Boulevard). A meeting with City staff is requested "to address these concerns."

On this basis, specific technical responses are not warranted. Mitigation for the Project's potential impacts was included in the Draft EIR, and is detailed in the Project's Monitoring Program, provided in Final EIR Section 4.0. Further, the Project's architectural compatibility with City design standards, and with the Highland Fairview project, is addressed on Draft EIR Page 4.9-6.

The commentor's concerns will be forwarded to decision-makers, as requested. City staff will be pleased to meet with the commentor to discuss their concerns.

Johnson & Sedlack
ATTORNEYS at LAW

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December 3, 2010

City Council
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

Community Development Director
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

VIA U.S. MAIL

RE: Draft Environmental Impact Report for Westridge Commerce Center, State Clearinghouse No. 2009101008.

Greetings:

This firm submits the following comments on behalf of Residents for a Livable Moreno Valley, the Moreno Valley Group of the Sierra Club, and area residents after reviewing the Draft Environmental Impact Report.

General Comments:

The California Environmental Quality Act ("CEQA") was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document.

Unfortunately, the **DEIR for this Project fails as an informational document** as it fails to adequately and accurately consider cumulative impacts throughout the document. The DEIR also misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. The DEIR is often conclusory and does not provide the analysis required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusion. This includes often omitting to provide the information required to properly assess impacts. JS-1

Moreover, CEQA requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation must be adopted**. In this way

CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. This has not been done with this Project. Moreover, all mitigation measures required in the EIR must be fully enforceable and certain to occur. This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable approximations of mitigation measures. The Project is also inconsistent with the City of Moreno Valley General Plan. This is unacceptable. JS-1 (cont'd)

Project Overview:

The Westridge Commerce Center is a proposal, sponsored by ProLogis, for the construction of a 937,260 sq. ft. warehouse-distribution facility on approximately 54.66 acres of mostly undeveloped agricultural land located on the north side of Eucalyptus Avenue, west of Redlands Boulevard, near the SR-60/Redlands Boulevard interchange. The project will include approximately 173 loading docks and 14,000 square feet of office space to be divided between the southeast and southwest corners of the building. The future occupants and uses of the property are unknown at this time.

The project would require the removal of approximately 70,000 cubic yards of soil. The project would require the discretionary approval of a zone change (City Case # PA08-0098) from business park to light industrial. The project would also require an amendment to City of Moreno Valley Municipal Code section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts] due to the Project sites adjacency to residentially-zoned property and approval of Tentative Parcel Map No. 36207 (City Case # PA09-023). Adjacent to the project site is SR-60 to the north and Eucalyptus Avenue to the south. Properties to the south of the project are zoned Rural Residential ("RA-2") and designated Primary Animal Keeping Overlay ("PAKO") Zone. A residence is located near the southeasterly corner of the project site. To the west of the project site, although properties are currently under agricultural production, a proposal, also sponsored by ProLogis, has been made to develop, on 117 acres, six distribution warehouse facilities totaling 2.25 million square feet. Properties immediately to the east are designated commercial. Further east, across Redlands Boulevard, development of the 2.6 million square feet Highland Fairview Corporate Park Project has been approved. Regional access to the Project will be provided by the SR-60/Redlands Avenue interchange. JS-2

The DEIR concludes that aesthetic impacts are significant and unavoidable. Noise impacts are significant and unavoidable for the construction phase. Air quality impacts are significant and unavoidable for construction and operation phases. The DEIR also concludes cumulative aesthetic, air quality, construction noise, and traffic impacts are significant.

Cumulative Impacts:

The cumulative impact analysis is brief, lacking in evidence and data, and generally insufficient. CEQA requires that in order to adequately discuss and analyze potential significant cumulative impacts, "[a] list of past, present, and probable future projects producing related or cumulative impacts" must be included in the DEIR. (Cal. Pub. Res. C. § 15130(b)(1)(A).) The lead agency must also "define the geographic scope of the area JS-3

affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used." (Cal. Pub. Res. C. § 15130(b)(2).)

Here, the DEIR looks *only* at the cumulative effects from those "probable development proposals" within a two (2)-mile radius of the Project. **The analysis does not account for any past or present projects as required under CEQA and does not "provide a reasonable explanation" for why the two-mile radius was used.** Although a discussion as to why the Traffic Impact analysis was limited to a two-mile radius was provided in the DEIR, this reasoning does not support a basis for why the Cumulative Impact Analysis section of the DEIR was limited to such a small radius and purely probable future projects. Development within Moreno Valley is occurring on a large scale and the resulting impacts should not be ignored. (See Exhibits 1 – 3.) There is also a great amount of residential development within close proximity to the Project site, yet the impacts from these projects are not included in the analysis. For instance, The Moreno Highlands Specific Plan providing for 7,700 residential units located east of the Project site and the Aqua Belle Specific Plan providing for 2,922 "Active Adult" residential units located southwesterly of the Project site are neither included in the analysis nor mentioned in the DEIR. Also, the Centerpointe Project, a 353,859 square feet distribution center (PA07-0147, PA07-0157) which was approved by the Planning Commission in early 2010 was not included. This failure to analyze any impacts from past and present projects, as well as projects outside of the two-mile radius results in an inadequate analysis of the impacts to traffic, air quality, greenhouse gas emissions, and aesthetics, among others.

JS-3 (cont'd)

Furthermore, the cumulative impact section often fails to recognize that impacts which are less than significant on their own may nonetheless be cumulatively significant. The cumulative impact analysis also fails to summarize "the expected environmental effects to be produced by those projects with specific reference to additional information stating where that information is available," as is required by CEQA. (Cal. Pub. Res. C. § 15130(b)(4).)

Therefore, the DEIR fails as an informational document as it does not provide an accurate analysis of the cumulative environmental effects that will result and therefore does not allow for sound and informed decision making on behalf of approving agencies.

General Plan Consistency:

CEQA requires that an EIR "discuss any inconsistencies between the proposed project and applicable general plans." (CEQA Guidelines 15125(d).)Yet, the DEIR fails to discuss the inconsistency of the Project with a number of applicable provisions contained within the General Plan.

JS-4

The project is inconsistent with the following General Plan provisions: Goal 2.2; Objective 2.13; and Policies 2.10.14, 2.13.1, and 2.13.3. Goal 2.2 requires that "the optimum degree of health, safety, well-being, and beauty for all areas of the community" be achieved yet the Project has numerous significant and unavoidable impacts to the safety, health and well-being of residents throughout Moreno Valley. Policy 2.10.14 requires that existing mature trees be preserved or relocated and only replaced when they cannot be preserved or relocated. Yet, although the Project will replace those existing mature pine trees along the

northerly boundary with a double-row of new trees, the DEIR fails to discuss whether these mature trees will be relocated and if not, how or why preservation or relocation of these mature trees is infeasible. Policy 2.13.3 of Objective 2.13 requires that "the sponsor of a development project…assure that all necessary infrastructure improvements…needed to support project development are available at the time that they are needed" yet, as will be discussed below, there is nothing to indicate that those improvements that will be required to mitigate for traffic will actually be implemented. JS-4 (cont'd)

Agricultural Impacts:

Although the Project will result in the conversion of farmland to non-agricultural uses the DIER finds that the impact will be less than significant. This finding is not supported by substantial evidence when the Initial Study itself states that the site is designated as Farmland of Local Importance due to the high quality of soil at the site and the Project Description states that the land has actually been used for agricultural production within the last twenty (20) years. As such, mitigation for this loss of prime agricultural land is required. It is well documented that agricultural land is the largest part of Riverside's economy. **The EIR prepared for the City of Moreno Valley General Plan recognizes that due to this loss of agricultural land, impacts are potentially significant and feasible mitigation measures would effectively lessen this significant impact.** (See Exhibit 4.) Therefore, the following mitigation measures must be adopted: JS-5

1. Purchase conservation easements on existing agricultural land to ensure that the land is never converted to urban uses.
2. Donate funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.

Land Use and Planning:

This Project will have a significant impact to Land Use and Planning which was not adequately evaluated in the DEIR. The Project involves a zone change from Business Park to Light Industrial as well as an amendment to the Municipal Code as a result of its proximity to residential areas. The effects of the zone change and the amendment to the Muncipal Code are both potentially significant impacts which must be further evaluated and potentially mitigated in the DEIR. JS-6

Additionally, as stated on page 2-4 of the Initial Study land south of the Project site contains a Primary Animal Keeping Overlay Zone ("PAKO Zone") "in order to maintain animal keeping and the rural character of the area" yet this is not even mentioned in the DEIR. The Project's effects on this zoned area and the extent that this Project will disrupt the ability of people to keep animals in this zone must be analyzed and potentially mitigated.

Air Quality and Greenhouse Gas Emissions/Climate Change: JS-7

Air Quality

Air quality impacts will be significant and unavoidable during both the construction and operation phases.

Construction:

The air quality analysis is flawed and underestimates the impact on air quality during construction. The air quality analysis improperly assumes for Phase 2 Grading a value of zero Vehicle Miles Traveled (0 VMT) for on-road truck travel. This is improper as the analysis must account for the VMT by construction workers *to and from* the Project site. JS-7 (cont'd)

Even under the current analysis, without mitigation, construction of the project will result in levels of VOC, NOx, PM10, and PM2.5 exceeding SCAQMD Regional Thresholds, yet all feasible mitigation measures were not adopted to reduce construction related emissions, and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur. For example, MM 4.3.4 does not reduce VOC to the greatest extent feasible. MM 4.3.4 should be modified to require that all paints, coatings, and solvents are zero (0) VOC. JS-8

MM 4.3.1 does not sufficiently mitigate for air quality impacts and is uncertain and unenforceable. In recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM10 and PM2.5 fugitive dust haul road emissions *by approximately 44%*. Yet, MM 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. MM 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%. This measure should also be modified to include the specific measures which the contractor shall take to ensure that traffic speeds on unpaved roads are reduced to 15 miles per hour, such as the placement of signage or other speed controlling devices. Mitigation measures should also be required to include measures which mitigate for and ensure dust control at the dump site where the soil from the project site will be placed. JS-9

MM 4.3.7 should not only require that electrical power sources "be provided" but also require that electrical construction equipment be *actually used* "whenever technically feasible." JS-10

Although the air quality analysis recommends that "[p]rior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling," this mitigation measure was not included in the DEIR. This is unacceptable, particularly since the DEIR states that air quality emissions are significant and unavoidable, and this mitigation measure is plainly feasible and would reduce air quality emission. Moreover, this measure is required by CARB, in Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations. This mitigation measure must be included in the DEIR. JS-11

The air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas "quickly" should be adopted. Yet, the DEIR fails to include such a mitigation measure. Again, this is unacceptable particularly since the air quality emissions are significant and unavoidable and this mitigation would reduce both PM10 and PM2.5 by JS-12

an additional 10%. Mitigation must be included requiring that landscaping or other vegetation be planted as soon as possible after disturbance. JS-12 (con'd)

In analyzing air quality due to fine site grading activity, the air quality analysis assumes that a maximum of 13.66 acres per day will be disturbed by grading activity. In order to ensure that the effect on air quality from fugitive dust is not greater than that relied upon by the DEIR, a mitigation measure must be adopted that *limits* fine site grading activity to a level below 13.66 acres per day. In fact, an even lower maximum daily acreage should be required in order to further mitigate for these impacts. JS-13

Even after applying mitigation measures, construction air quality impacts are expected to be significant and unavoidable and well above the thresholds of significance for criteria pollutants. For example, with implementation of the mitigation measures listed in the DEIR, emissions of PM10 during construction will amount to 39.51 $\mu g/m^3$ over 24-hours, almost four times the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold, while emissions of PM2.5 during construction will amount to 12.40 $\mu g/m^3$ over 24-hours, well over the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold. Additionally, VOC will reach 205.37 lbs/day, more than two and one half times the 75 lbs/day SCAQMD Regional Significance Threshold and NOx will reach 287.12 lbs/day, almost three times the 100 lbs/day SCQAMD Regional Significance Threshold. Yet, the DEIR suggests adoption of only nine (9) mitigation measures and simply concludes that the remaining unmitigated emission are unavoidable. This is insufficient. In order to further reduce construction air quality emissions, the following additional mitigation measures should be adopted:

1. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.
4. Complete all roadways, driveways, sidewalks, etc., as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.
5. Pave all roads on construction sites as soon as technically possible.
6. Limit fugitive dust sources to 20 percent opacity.
7. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
9. Require high pressure injectors on diesel construction equipment.*
10. Restrict engine size of construction equipment to the minimum practical size.*
11. Use Electric construction equipment where technically feasible.*
12. Substitute gasoline-powered for diesel-powered construction equipment.*
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.*
14. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of

JS-14

large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*

15. Install catalytic converters on gasoline-powered equipment.*
16. Use electricity from power poles rather than temporary diesel power generators.*
17. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.*
20. Provide shuttle service to food service establishments/commercial areas.*
21. Provide shuttle service to transit stations/multimodal centers.*
22. Utilize only CARB certified equipment for construction activities.*
23. All forklifts shall be electric or natural gas powered.*
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.

JS-14 (cont'd)

Operational:

The Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. **Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930).** This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts.

JS-15

The DEIR also inaccurately represents the values used in the LST Analysis. The Air Quality Analysis states that the average trip length used was 0.3 miles and the vehicle speed was 10 miles per hour. Yet, the DEIR incorrectly states that the average trip length used in the LST Analysis was 0.5 miles while the vehicle speed was 5 miles per hour. (DEIR, 4.3-68) Again, this failure in the DEIR to accurately reflect the values used in the LST Analysis renders the DEIR inadequate as an informational document.

JS-16

The DEIR and air quality analysis conclude that for long-term operational activities, even after mitigation, VOCs and NO_x will exceed SCAQMD's Regional Significance Thresholds. Without mitigation, the regional emissions of VOCs and NO_x are exceeded for both summer and winter, with NO_x greatly exceeding the threshold of 55 lbs/day with 739.69 lbs/day in the summer and 819.10 lbs/day in the winter. With the mitigation measures, the emissions of

JS-17

NO_x would be reduced by only a meager .03 lbs/day in summer and .17 lbs/day in winter and emissions of VOCs would be reduced by only .01 lbs/day. These reductions are clearly insignificant. **The mitigation measures do not actually mitigate for the significant operational impacts to NOx and VOC.** JS-17 (cont'd)

MM 4.3.11 requires that the project surpass California Title 24 Energy Efficiency performance standards by a minimum of 20 percent. This goal is to be met by using any combination of a number of listed design features. Particularly since NOx emissions are significant this mitigation measure should require that the project surpass California Title 24 Energy Efficiency standards by at least 30 percent. In fact, all design features listed should be required to be implemented as a way to mitigate the significant effects on air quality. JS-18

Additionally, many more operational mitigation measures are feasible and may be implemented through contract requirements in the purchase, sale, or lease agreement. Such mitigation must be required unless the incorporation into the contract of a mitigation measures is shown to be *infeasible*, not merely inconvenient. The following mitigation measures should be required to reduce Project operational impacts:

1. Require the utilization of zero VOC paint, coatings, and solvents.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become SmartWay Partner.*
4. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.* JS-19
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.*
7. Install catalytic converters on gasoline-powered equipment.*
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM_{10} compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.

9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.*
10. Require each user to establish a carpool/vanpool program.*
11. Provide on-site child care or contribute to off-site child care within walking distance.*
12. Provide preferential parking for carpool/vanpool vehicles.*
13. Provide secure, weather-protected bicycle parking for employees.*
14. Provide direct safe, direct bicycle access to adjacent bicycle routes.*
15. Provide showers and lockers for employees bicycling or walking to work.*
16. Short-term bicycle parking for retail customers and other non-commute trips.*
17. Connect bicycle lanes/paths to city-wide network.*
18. Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.*
19. Prohibit idling of trucks for periods exceeding three minutes.*
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.*
21. Provide shuttle service to food service establishments/commercial areas.*
22. Provide shuttle service to transit stations/multimodal centers.*
23. Implement parking fee for single-occupancy vehicle commuters.*
24. Implement parking cash-out program for non-driving employees.*
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.*
26. Implement a compressed workweek schedule where feasible.*
27. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.*
28. Install EV charging facilities *for a minimum of 10% of all parking spaces.**
29. Install a CNG fueling facility.*
30. Provide preferential parking locations for EVs and CNG vehicles.*
31. Utilize electrical equipment for landscape maintenance.*
32. Utilize only CARB certified equipment for construction activities.*
33. All forklifts shall be electric or natural gas powered.*
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.*
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.*
36. Utilize low pressure sodium fixtures for exterior lighting including parking lots.
37. Utilize electric yard trucks.*
38. All buildings shall be constructed to LEED Platinum standards.*
39. The operator shall meet SmartWay 1.25 ratings.*
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.*
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.*
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.*
43. The operator shall purchase only green power.*

JS-19 (cont'd)

Climate Change/GHG emissions:

According to the air quality analysis, this Project would generate GHG emissions that will have a significant effect on the environment. However, the DEIR concluded that GHG emissions are less than significant since the Project's emissions will not exceed the thresholds of significance proposed by SCAQMD (stationary source GHG emissions ≥ 10,000 metric tons per year of CO_2E) or CARB (7,000 metric tons per year of CO_2E from non-transportation related GHG sources). Not only is this conclusion improper but the analysis used to determine GHG emissions is also flawed. JS-20

The thresholds for significance for SCAQMD and CARB relate only to *non-transportation/stationary* sources. Therefore, the GHG emission analysis and conclusion of less than significance is deeply flawed as it fails to account for the majority of GHG emissions for the Project which are attributable to non-stationary/mobile sources. Of the total estimated 30,003.39 metric tons/year of CO_2E, 27,858.08 metric tons/year come from mobile sources, whereas only 7% of CO_2E is derived from stationary sources. JS-21

Furthermore, the same reduced number of trips used in the air quality analysis was used for determining the impact on global climate change. For the same reasons previously discussed, this is inappropriate and does not adequately represent the negative impact this Project will have on global climate change. When the 2,930 traffic trips used in the traffic analysis is used rather than the 1,585.22 traffic trips as suggested, the GHG emission for transportation sources increases more than double from 27,858.08 CO_2E to 51,490.77 CO_2E. **Clearly, GHG emissions are far greater than that estimated in the DEIR.** JS-22

The GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project. Where the project consists of a new distribution center and truck parking, the vehicular emissions in fact create a "new" mobile source of emissions as they create new trucking jobs, and do not merely redistribute the existing traffic patterns as this analysis has assumed. JS-23

The DEIR incorrectly concludes that even though GHG emissions from the Project would be significant, since the Project is consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG emissions are not cumulatively considerable. Yet, this project is, in fact, inconsistent with the CARB Scoping Plan. For instance, Action T-7 recommends that trucks/trailers be retrofitted with BAT and/or CARB-approved technology, yet this Project does not require this retrofit. The DEIR also states that the Project is consistent with Action E-4 (Million Solar Roofs) which sets a target for the installation of 3,000 megawatts (MW) of new solar capacity by 2017, yet the Project does not include nor require installation of a photovoltaic solar electricity system. In order to actually work to achieve this goal of new solar capacity, the Project should require, as a mitigation measure, the installation of a photovoltaic solar electricity system Such a system may be required through contract requirements in the purchase, sale, or lease agreement. JS-24

The DEIR also states that the Project is in compliance with 2006 CAT Report GHG Emission Reduction Strategies. Yet, these determinations of compliance are not supported by any *mandatory requirements,* but rather based on mitigation measures which are not fully enforceable or feasible. For example, the DEIR states that vehicles accessing the site will be in compliance with CARB vehicle standards to the "maximum extent feasible," but does not define this or implement any standard of performance. The DEIR also states that compliance JS-25

with the State's goal of achieving 50% Statewide Recycling will be met through including "provisions for tenants to recycle," yet, there is no requirement that this goal be met. Recycling of at least 50% by the future tenant should be mandatory and required as a mitigation measure through contract requirements in the purchase, sale or lease agreement. In stating that the Project is compliant with the requirement for water use efficiency, the DEIR states that implementation of water conserving devices should be required "to the extent feasible." This language is again vague and does not include any enforceable performance standards. Also, the Project does not require compliance with the California Solar Initiative, one of the strategies identified as critical for California to meet its greenhouse gas reduction targets. The Project merely *recommends* adoption of a requirement that "[a]ll buildings be designed to accommodate renewable energy sources, such as pholtovoltaic solar energy systems…" (DEIR, pg. 1-58) Again, this should be a *required*. Furthermore, the project is also inconsistent, and/or determined to not require compliance with several other CAT strategies, notably with respect to Alternative Fuels. JS-25 (cont'd)

The DEIR fails to analyze or provide evidence as to how any alleged compliance with the strategies in the 2006 CAT Report or the CARB Scoping Plan would reduce GHG emissions from this Project so that cumulative GHG impacts would not be significant. Furthermore, the DEIR fails to show how the Project is consistent with statewide goals in AB32 of reducing carbon emissions to 1990 levels 2020 and of Executive Order S-3-05 of reducing carbon emissions to 80% below 1990 levels by 2050, when this project only contributes to and increases these carbon emissions. JS-26

The California Air Pollution Control Officer's Association ("CAPCOA") has analyzed several means of determining the significance of a project's greenhouse gas impacts under CEQA in its CEQA & Climate Change White Paper. CAPCOA determined that a threshold of zero or a quantitative threshold designed to capture 90 percent or more of likely future discretionary projects (a 900-ton CO_2E threshold) are highly effective at reducing emissions and highly consistent with the emission reduction targets set forth under AB 32 and Executive Order S-3-05. (See Exhibit 5.) The Bay Area Air Quality Management District (BAAQMD) has also drafted guidance on the determination of significance for greenhouse gas impacts. BAAQMD has recognized that there is a "gap" between state action to reduce emissions and the need to further reduce emissions from land-use driven sectors in order to reach AB 32 targets. (See Exhibit 6.) After a series of calculations, BAAQMD then determined that projects above 1,100 tons (accounting for approximately 92% of all GHG emissions from new land use development) would be considered significant, thereby requiring the adoption of all feasible mitigation measures and helping to get nearer to meeting AB 32 targets after statewide regulations are taken into account. Additionally, in the EIR for the Highland Fairview project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change. The Project clearly exceeds the zero threshold. Accordingly, all feasible mitigation measures must be implemented and thus all suggested design features in Mitigation Measure 4.3.11 must be required to be implemented in the Project design. JS-27

The DEIR improperly concludes that due to the Project's supposed consistency with the CARB Scoping Plan and the 2006 CAT Report "that the Project's greenhouse gas emissions are not cumulatively considerable." (DEIR, pg. 5-14) As discussed above, even if the Project were consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG JS-28

emissions from the Project are not less than significant. Additionally, the conclusion that GHG emissions are not cumulatively considerable just because the emissions are not individually considerable (although not actually true) completely ignores the concept of cumulative impacts. "'Cumulatively considerable' means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects." Guidelines § 15064(h)(1). As the DEIR admits, climate change is a global issue as emissions from sources worldwide combine to create the most pressing environmental and social problem of our time resulting in increased flooding, decreased water supply, negative impacts to biological resources, as well as numerous other negative effects. These sources may "appear insignificant when considered individually, but assume threatening dimensions when considered collectively with other sources with which they interact." *Los Angeles Unified School Dist. v. City of Los Angeles,* 58 Cal.App.4th 1019, 1025 (1997). Here, the cumulative effects on GHG emissions were not adequately analyzed. GHG emissions, which are already estimated at over 30,000 metric tons of CO_2E per year for just this Project, will have a large cumulative effect and this impact must be addressed in the DEIR and be properly mitigated. **Adoption of air quality mitigation measures marked with an asterisk and provided above will help further mitigate GHG emissions.** JS-28 (cont'd)

After all measures have been implemented to reduce emissions, any remaining emissions that cannot be eliminated may be mitigated through off-site measures. The Final Statement of Reasons for CEQA GHG Guidelines specifically contemplates off-site mitigation such as "community energy conservation projects." CAPCOA also found that a potential cost-effective offset and verifiable offset could include an energy-efficient retrofit of existing building stock in the Project area to offset the remainder of the Project's emissions. (See Exhibit 5 at 80.) Offsetting GHG emissions in the project area could also effectively reduce criteria pollutants. JS-29

Noise:

Construction:

Intermittent noise levels due to construction at the Project site are expected to reach 89 dBA at the nearest residential properties, well in excess of the daytime 60 dBA Leq allowable under the Moreno Valley Municipal Code. Even at the more distant residential neighborhoods one quarter mile away from the Project site, noise levels during construction are expected to reach 60 to 65 dBA Leq. The DEIR concludes that even after implementing four mitigation measures, that construction noise will be significant and unavoidable. Yet, the DEIR does *not* adopt all feasible mitigation measures. Also note that Mitigation Measure 4.4.3, which limits constructions activities to between 7:00 a.m. and 8:00 p.m. does *not* mitigate the fact that noise levels of 89 dBA will be in excess of the City's noise ordinance during *daytime* hours. The fact that the ordinance establishes time frames does not eliminate or lessen the environmental impact it merely means that the impacts are not subject to criminal sanctions. The threshold of significance is therefore still exceeded during the day. JS-30

Additionally, Mitigation Measure 4.4.4 merely requires that the Project plans include a statement that "for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be JS-31

installed along the Project's southerly boundary" and should "provide maximum reduction for noise sensitive uses…." The term "maximum reduction" is vague and unenforceable. In order to ensure that this mitigation measure actually reduces the level of noise, the measure should require that these sound barriers, which should also include temporary sound walls, actually **reduce noise at sensitive receptors to no more than 60 dBA Leq.** JS-31 (cont'd)

The Noise Analysis recommends the following feasible mitigation measures which must be adopted:

1. Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.
2. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.
3. Notify surrounding homeowners of expected, specific construction related noise impacts.

JS-32

In addition, the following mitigation measures, not mentioned in the Noise Analysis, should be adopted:

4. When technically feasible, electrical construction equipment should be utilized.
5. During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.

JS-33

Additionally, the DEIR improperly adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA or greater. This is an improper and inaccurate assumption and is certainly not supported by Appendix G of the *CEQA Guidelines* as stated in the DEIR. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance…." Here, 60 dBA is the standard for residential uses and noise levels will be in excess of this standard. JS-34

In terms of ground-borne vibration, there is no evidence pointed to in the DEIR that shows that vibrations would be less than significant even though heavy equipment used during construction "could potentially generate groundborne vibration impacts." Instead the DEIR makes the conclusory statement of insignificance without data or analysis to support such a determination. The DEIR also only mentions vibration impacts to *buildings* when it should also look at impacts to people. Therefore, the DEIR again fails as an informational document. JS-35

<u>Operational - Cumulative Impacts:</u>

As previously discussed, the DEIR fails to look at all cumulatively related projects. This is improper. JS-36

The DEIR finds that the cumulative effects on existing roadways will cause an increase in noise levels of up to 9.5 dB, yet, the DEIR improperly concludes that since the impact from the Project *on its own* is less than 3 dBA that the cumulative impact is not significant. Again, this analysis is completely improper. An increase of 3 dBA is <u>not</u> the threshold of significance adopted for the project. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance ...." Again, that standard for residential uses is 60 dBA and noise levels will be in excess of this standard. For example, with the project, noise levels 100 feet from Redlands Boulevard south of the SR-60 eastbound off-ramp will reach 69.3 dBA and noise levels 100 feet from SR-60 will range from 82.1 to 83.9 dBA. Further, the project will cause noise levels to *increase over levels without the project* at numerous roadway segments. This is a significant impact for which all feasible mitigation must be required. JS-37

Additionally, the Noise Analysis uses noise measurements previously taken at the G.I. Trucking facility in Pomona, California, although neither the Noise Analysis nor the DEIR provide information on this facility in order to show that the activity at the G.I. Trucking facility is comparable to that which would occur at this Project. Therefore the analysis is inadequate to determine the accuracy of potential noise impacts. JS-38

The following feasible mitigation measures must be adopted as recommended in the Noise Analysis: JS-39

1. All trucks, tractors and forklifts shall be operated with proper operating and well maintained mufflers.
2. Maintain quality pavement conditions that are free of bumps to minimize truck noise.
3. Limit the number of idling trucks on the southeastern portion of the site.

Traffic and Circulation:

Interstate 15 ("I-15") and Interstate 215 ("I-215") provide access to the Project area and will most certainly be used to access the Project site. Yet, the DEIR fails to assess the impacts this Project will have on I-15 and I-215 and fails to provide feasible mitigation for projected increased traffic congestion to I-15 and I-215. In order to mitigate for the substantial impacts to these Interstates, mitigation must be included which requires the Project to contribute a fair share to CALTRANS in order to support implementation of improvements to the I-15 and I-215. JS-40

Numerous mitigation measures require that the project participate in fee programs, namely the TUMF and DIF Programs. While payment of fair share fees can be appropriate mitigation for cumulative traffic impacts, they are only adequate when there is an existing program, and that program is adequately funded. The DEIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project. The DEIR also fails to provide information as to the availability of existing fee programs and the financial capability of these programs to actually fund the required improvements for this project. JS-41

The traffic impact mitigation relying on the DIF program is inadequate and is not certain to mitigate traffic impacts. The City announced several months ago that the DIF fees were inadequate to actually construct all required improvements. At that time, the DIF fees were underfunded by approximately 50%. In addition, at the August 18, 2009 City Council Hearing, the City further reduced DIF fees, further increasing the shortfall. There is absolutely no evidence in the record to show that the existing program is adequately funded.

Additionally, these measures do not indicate when the fees will be paid. If required to be paid at the time of construction, the amount could be non-representative of the project's "fair share" in the future. Accordingly, there is absolutely nothing to indicate that the traffic mitigation needed can actually be completed, that mitigation will bring levels of service to acceptable levels, or that there will be adequate funding to install the improvements prior to their need. JS-41 (cont'd)

Therefore, the following mitigation measures should also be adopted:

1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*
2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.*
3. Reroute construction trucks away from congested streets and sensitive receptor areas.*
4. Configure construction parking to minimize traffic interference.*
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite. *
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.*
8. Provide shuttle service to transit stations/multimodal centers for the construction crew.*
9. Improve traffic flow by traffic synchronization.

JS-42

Again, the cumulative analysis of traffic impacts is insufficient as it fails to consider numerous projects as previously discussed. JS-43

Water Supply/Sewer:

The DEIR improperly looks to potable water demand of the project (44 acre feet per year) to determine less than significant impact on water supply, instead of total water demand. The DEIR states that the "EMWD has determined that it will be able to provide adequate water supply to meet the **potable** water demand for the project…." There is no analysis of the impact of any additional water for the Project on diminishing water supplies for other uses such as agricultural uses, despite the fact that agricultural users have been put on mandatory water reductions because of water shortages. JS-44

The DEIR fails to examine impacts from global warming and climate change to water supplies. Specifically, the DEIR does not account for decreased snow pack, expected levee failure, and salinity intrusion into coastal water tables, especially with the State Water Project. Additionally, the state-wide drought and low availability of water throughout southern California will cause water supply to likely be much lower than projected, and the project may have a very significant impact. JS-45

In order to mitigate for these significant impacts, the following mitigation measures should be adopted: JS-45 (cont'd)

1. Install permeable pavement in car parking areas.
2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.

Hydrology and Water Quality:

As discussed in the Preliminary Hydrology Study, on page 6, in order to mitigate for impacts from runoff, the project should be required to "clean the sediment build up in the existing triple 60" pipes crossing under the 60 freeway as well as the existing 60" Pipe outleting into the Redlands Blvd. westerly drainage ditch. This mitigation measure must be included in the DEIR. JS-46

The DEIR fails to analyze the impact at the southwesterly corner of the Project site if the future drainage improvements that are to eventually be constructed "by others in association with eventual bridged crossing of the Quincy Channel" are not constructed or construction is delayed. The DEIR fails to indicate when these drainage improvements are to be constructed and how they will be funded. JS-47

Cultural Resources:

The DEIR fails to provide adequate information to evaluate whether prehistoric resources will be impacted as a below ground investigation was not conducted, merely a surface study, even though most prehistoric resources would be expected to be discovered underground and prehistoric resources have been identified at numerous sites within one mile of the Project site. JS-48

Additionally, the mitigation measures provided to reduce cultural resources below a level of significance are insufficient and uncertain. CEQA prefers that underground cultural resources be preserved in situ whenever possible, yet this Project fails to account for this or require mitigation which requires that resources be preserved underground. MM 4.7.1 and 4.7.3 permit only temporary halts upon discovery of cultural resources, although longer halts and delays may be necessary to properly record and remove resources. These mitigation measures state that this delay is meant to "avoid construction delays." Therefore, it is likely that the cultural resources located onsite will be unearthed, damaged, improperly recorded, etc. in order to not inconvenience construction. JS-49

Further mitigation is feasible. The mitigation measures should give the cultural resources monitor the power to halt construction for as long as necessary in order to properly unearth and remove resources, not merely do a piecemeal salvage job. Further, some option to preserve the resources in situ should be provided in the event of the discovery of extensive cultural resources. JS-50

Biological Resources:

The DEIR and biological survey conclude, without providing adequate evidence or analysis, that although common wildlife would potentially be impacted by loss of this ruderal agricultural land, that this impact would not be significant. This is a conclusory statement not supported by evidence in the DEIR. The development of farmland and open space results in a loss of habitat and in turn, wildlife. The impacts to biological resources must be accurately analyzed and mitigated. JS-51

Aesthetics:

The Project is expected to change scenic vistas and cause a significant and unavoidable aesthetic impact and cumulatively result in a substantial adverse effect on scenic views in the Project area. In an attempt to mitigate these effects, the Project should be required to conduct off-site mitigation and preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County. JS-52

Project Alternatives:

CEQA requires that an EIR consider a reasonable range of project alternatives that lessen significant project impacts and meet basic project objectives. In this case, the DEIR fails to satisfy this mandate by not analyzing a "reasonable range" of alternatives because besides the no-project alternatives, the DEIR only actually considers the Reduced Intensity Alternative and Alternative Site 5. Further, Alternative Site 5 would not lessen significant project impacts. Although mentioned in the DEIR, Alternative Sites 1, 2, 3, and 4 were not actually considered as these sites are unavailable since other development is already planned for these sites. Further, any rejection of project alternatives has to be supported by findings supported by substantial evidence and this evidence does not appear in the record. JS-53

Thank you for your consideration.

Sincerely,

Raymond W. Johnson, Esq. AICP
JOHNSON & SEDLACK

Encl: Exh (11)

EXHIBITS

(1) Moreno Valley New Project Maps with Commercial Development Activity, New Housing and Planned New Housing. (Accessed from the City of Moreno Valley website, December 2, 2010).

(2) Moreno Valley Residential Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(3) Moreno Valley Commercial Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(4) Final Environmental Impact Report, Moreno Valley General Plan: 5.8, Agricultural Resources. (July 2006).

(5) California Air Pollution Control Officers Association. (January 2008) *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act.*

JS-54

(6) Bay Area Air Quality Management District. (December 7, 2009) *California Environmental Quality Act Guidelines Update, Proposed Thresholds of Significance.*

(7) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 4.0 Construction Noise Criteria and Descriptors.*

(8) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 9.0 Construction Equipment Noise Levels and Ranges.*

(9) U.S. Department of Housing and Urban Development. (March 1985) *The Noise Guidebook.*

(10) Suter, Dr. Alice H., Administrative Conference of the United States. (November 1991) *Noise and Its Effects.*

(11) Federal Interagency Committee on Urban Noise. (June 1980) *Guidelines for Considering Noise in Land Use Planning and Control.*

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

JS-55

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

JS-55 (cont'd)

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community. JS-55 (cont'd)

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.

Lee's Summit, MO
6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO
9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.

Project Coordinator
6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated.

JS-55 (cont'd)

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS. JS-55 (cont'd)

JOHNSON & SEDLACK

Letter Dated December 6, 2010

Response JS-1

The City disagrees with the commentor's generalized assertions regarding the adequacy of the Westridge Commerce Center Draft EIR. As detailed in the following responses, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative impacts has been identified within the Draft EIR. As appropriate, additional measures suggested by the commentor have been incorporated to further reduce impacts, but these changes do not alter the conclusions or analysis contained in the DEIR. These mitigation measures, as amended herein, have been carried forward into the Mitigation Monitoring Plan included as Section 4.0 within this Final EIR. Similarly, the commentor's contention that the Project is inconsistent with the City's General Plan is addressed in the following responses.

Response JS-2

This comment incorrectly identifies the "Project Sponsor" as ProLogis. As noted on Draft EIR Page 2-2, the Project proponent is actually Ridge Property Trust. Otherwise, the commentor has accurately summarized the general aspects of the proposed Project and its significant impacts.

Response JS-3

This comment incorrectly infers that the Draft EIR's analysis of cumulative impacts was limited to a limited geographical area surrounding the Project site. In addition to the eleven existing and planned development projects identified in Draft EIR Table 5.1-1 (please refer to Draft EIR Page 5-2), the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be

considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

Affected Draft EIR discussions at Pages 5-1 through 5-25 are revised, as indicated below by **bold underlined text,** providing clarification of considered parameters and geographic scope for each cumulative impact topic.

5.1 CUMULATIVE IMPACT ANALYSIS

CEQA requires that an EIR identify any significant cumulative impacts associated with a project [Guidelines, Section 15130 (a)]. When potential cumulative impacts are not deemed significant, the document should explain the basis for that conclusion. "Cumulative impacts" are defined as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." [*CEQA Guidelines*, Section 15355 (a l)]. Thus, a legally adequate cumulative impact analysis is an analysis of a particular project viewed over time and in conjunction with other related past, present and reasonably foreseeable probable future projects whose impacts might compound or interrelate with those of the project at hand. CEQA notes that the discussion of cumulative impacts should be guided by standards of practicality and reasonableness [Guidelines, Section 15130 (b)]. Only those projects whose impacts might compound or interrelate with those of the project under consideration require evaluation. CEQA does not require as much detail in the analysis of cumulative environmental impacts as must be provided for the project alone.

The Guidelines identify two basic methods for satisfying the cumulative impacts analysis requirement: the list-of-projects methodology and the summary-of-projections methodology. Because each environmental resource is affected by its surroundings in different

ways, either of the two methodologies, or a combination of both, may be applied to the analysis of cumulative impacts to each resource. For example, because the approval process and construction phase of development typically takes at least one to two years, the list-of-projects method is likely to provide a more accurate projection of growth in the near term. This method may overstate potential cumulative impacts because the considered list-of-projects may include proposals that will never be developed. Similarly, because development proposals are rarely publicly known until within five (5) years of the expected development, the summary-of-projections method provides a more accurate projection of growth over the long term. This method may not accurately predict growth in any given year, but aggregates various growth trends over the long term. Unless otherwise noted, potential cumulative impacts of the Project are considered in the context of known or probable development proposals (related projects) as well as anticipated ambient growth of the City and region.

As noted previously, the Guidelines identify "that only those projects whose impacts might compound or interrelate with those of the Project under consideration require evaluation." In this regard, it is recognized that within the context of the cumulative impacts analysis, varied criteria are employed in determining the scope and type of "cumulative projects" to be considered. For example, the analysis of cumulative traffic impacts evaluates the Project's traffic impacts in the context of other known or probable development proposals that would discernibly affect traffic conditions within the Traffic Impact Analysis Study Area, though such projects may not affect other environmental considerations.

The manner in which each resource may be affected also dictates the geographic scope of the cumulative impacts analysis. For example, cumulative traffic impacts will typically be localized to the vicinity of a given project site because after a relatively short distance, traffic patterns tend to normalize. Similar considerations factor in evaluating potential cumulative impacts for each of the EIR's environmental topics (Land Use and Planning, Traffic and Circulation, Air Quality, Noise, Water Supply, Hydrology and Water Quality, Cultural Resources, Biological Resources, and Aesthetics).

Unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

Potential cumulative impacts of the Project are considered in the context of known or probable development proposals, as well as anticipated generalized ambient growth of the region. As identified at Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" have been identified within the cumulative scope of the Westridge Commerce Center Project. Related projects have been identified in consultation and coordination with the Lead Agency. . . .

. . . It should be noted that, with the exception of specific Project-related traffic, air quality, noise and aesthetic impacts, which are forecast to remain significant and unavoidable even after application of all feasible

mitigation, implementation of the mitigation measures identified in this Draft EIR (found in Table 1.10-1) would reduce impacts to a level that is considered less-than-significant.

5.1.1 DISCUSSION OF CUMULATIVE IMPACTS

Potential cumulative impacts for each topic of environmental concern considered in this EIR and associated Initial Study are discussed below. Assessments of potential cumulative impacts are based on development scenarios and growth projections presented in the City's General Plan, related analyses of cumulative impacts presented in the General Plan EIR, as well as potential cumulative effects of the previously-identified related projects.

5.1.1.1 Cumulative Impacts Related to Land Use and Planning

The cumulative impact area when considering potential cumulative land use and planning issues generally includes areas that are currently, or are anticipated to be, subject to provisions of the City General Plan and Zoning Ordinance. These areas include the currently incorporated areas of the City of Moreno Valley and unincorporated areas of the County of Riverside lying within the City's Sphere of Influence.

Implementation of the Westridge Commerce Center Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. It is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area. . . .

5.1.1.2 Cumulative Impacts Related to Traffic and Circulation

The cumulative impact area for traffic circulation impacts is generally defined by the Traffic Impact Study Area as detailed within the Project

Traffic Impact Analysis (EIR Appendix B). This Area includes, but is not limited to potentially affected roadways and intersections within the City of Moreno Valley, and also considers all potentially affected Caltrans and Congestion Management Program facilities.

Project-Specific Impacts Are Reduced To Levels That Are Less-Than-Significant

Project-specific traffic impacts are addressed through implementation of on-site improvements and mitigation to be completed prior to issuance of the first Certificate of Occupancy for the Project. . . .

5.1.1.3 Cumulative Impacts Related to Air Quality

The cumulative impact area for air quality considerations is generally defined by the encompassing Air Basin and boundaries of jurisdictional air quality management agency, in this case, the South Coast Air Basin (SCAB) and the South Coast Air Quality Management District (SCAQMD) respectively. Project emissions within the context of SCAQMD's regional emissions thresholds provide an indicator of potential cumulative impacts within the jurisdictional Air Basin. Impacts to air quality from cumulative projects may occur within the entire Air Basin. Due to the defining geographic and meteorological characteristics of the Air Basin, criteria pollutant emissions that would potentially cumulatively impact air quality would be, for practical purposes, restricted to the Air Basin. Accordingly, the Basin geographic area is the appropriate limit for this cumulative Air Quality analysis. Cumulative localized impacts for pollutants are also considered, and reflect Project air pollutant emissions in the context of ambient air quality conditions more immediate to the Project site.

Global Climate Change impacts are by definition, cumulative and global in scope.

Construction-Source Pollutant Emissions

EIR Section 4.3, "Air Quality," and EIR Appendix C address potential air quality impacts of the Project. As discussed, even after compliance with all rules and regulations, Project-related construction activities will temporarily result in exceedances of applicable SCAQMD regional thresholds for VOC and NOx. . . .

5.1.1.4 Cumulative Impacts Related to Noise

The cumulative impact area for noise considerations is generally defined as surrounding properties that could receive Project-generated noise (either construction or operational), and would also include roadway corridors affected by Project-related traffic and associated vehicular noise (existing EIR discussion at Page 5-14).

5.1.1.5 Cumulative Impacts Related to Water Supply

The cumulative impact area for water is the Eastern Municipal Water District (EMWD) service area and encompassing Metropolitan Water District (MWD) jurisdiction. Water supply issues germane to the Project including cumulative water supply impacts are comprehensively addressed within The Project Water Supply Assessment, (Eastern Municipal Water District) June 4, 2008. The Project Water Supply Assessment is presented at Draft EIR Appendix E.

As discussed in Draft EIR Section 4.5, potential cumulative impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. . . .

5.1.1.6 Cumulative Impacts Related to Hydrology and Water Quality

The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area encompassed by the jurisdictional Regional Water Quality Control Board (RWQCB), in this case the Santa Ana Regional Water Quality Control Board. Local oversight is also provided by the City of Moreno Valley and Riverside County.

Potential hydrology and water quality impacts of the Project are addressed in EIR Section 4.6, "Hydrology and Water Quality." As discussed in the EIR, Project-related storm water management will be realized through a system of on-site detention basins and controlled release of storm waters to existing and proposed drainage facilities. . . .

5.1.1.7 Cumulative Impacts Related to Cultural Resources

The cumulative impact area for prehistoric, archaeological, and historic resources is the Perris Plain/Perris Valley area (including the Cities of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within the Perris Plain/Perris Valley area would be site-specific. In the event that similar resources are encountered at any other project sites, specific mitigation measures would be applied before development could proceed.

As discussed in Draft EIR Section 4.7, potential impacts to cultural resources are determined to be less-than-significant as mitigated. . . .

5.1.1.8 Cumulative Impacts Related to Biological Resources

The cumulative impact areas for biological resources are generally defined by available habitat, species' range(s), physical constraints, and other

limiting factors as discussed within the Project Biological Resources Assessment, Draft EIR Appendix G (existing discussion at EIR Page 5-20).

5.1.1.9 Cumulative Impacts Related to Aesthetics

The cumulative impact area for aesthetic impact considerations is generally defined as the city of Moreno Valley General Plan Area. More specific to the Project, cumulative impacts of concern are impacts to views and viewsheds along SR-60 in the Project vicinity.

As presented in EIR Section 4.9, "Aesthetics," new industrial uses proposed by the Project will substantially alter the existing visual sense of the subject property, which is currently a vacant site. . . .

Related development proposals that would potentially interact with Project traffic are summarized in the Draft EIR (Draft EIR at Page 4.2-16) and identified graphically at TIA Exhibit 5-11. The developments referenced by the commentor, including the Moreno Highlands Specific Plan (adopted in 1992), the Aqua Bella Specific Plan (adopted in 2005), and Centerpointe Business Park Project (approved in 2006) are reflected in the City's most recent General Plan Amendment, which was adopted in 2006. Traffic generated by these projects is modeled in traffic planning estimates and projections of the Moreno Valley General Plan buildout condition. As clarified previously in these responses, unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

Response JS-4

The Draft EIR addresses the Project's consistency with applicable General Plan goals, objectives and policies for each topic of analysis (please refer to Draft EIR Land Use Table 4.1-1 on Pages 4.1-18 through 4.1-20; Traffic and Circulation Table 4.2-8 on Pages 4.2-23 and 4.2-24; Air Quality Table 4.3-4 on Page 4.3-18; Noise Table 4.4-3 on Pages 4.4-10 and 4.4-11; Water Supply Table 4.5-10 on Pages 4.5-24 and 4.5-25; Hydrology and Water Quality Table 4.6-2 on Pages 4.6-13 and 4.6.14; Cultural Resources Table 4.7-1 on Page 4.7-10; Biological Resources Table 4.8-1 on Pages 4.8-11 and 4.8-12; and Aesthetics Table 4.9-1 on Pages 4.9-5 through 4.9-7).

The commentor asserts that "the Project has numerous significant and unavoidable impacts to the safety, health, and well-being of residents throughout Moreno Valley." The Project's significant and unavoidable impacts have been identified as follows: cumulative traffic impacts affecting levels of service at certain intersections, roadway segments and freeway mainline segments; individual and cumulative short-term construction source exceedance of localized air quality thresholds for particulates (PM_{10} and $PM_{2.5}$); individual and cumulative long-term operational emissions exceedances for ozone precursors (VOC and NOx); individual and cumulative short-term construction noise impacts; and individual and cumulative aesthetic impacts related to changes to scenic vistas.

The Draft EIR acknowledges that increased air emissions could affect the health of area residents (please refer to Draft EIR Section 4.3, pages 4.3-4 through 4.3-10 *et al.*). The Draft EIR further acknowledges that the Project's temporary exceedance of the South Coast Air Quality Management District's Localized Significance Thresholds (LSTs) represents a potentially significant impact to sensitive receptors in the Project vicinity for the duration of Project construction. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely undeveloped. All other

study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. Additionally, the Draft EIR included a Health Risk Assessment which was prepared in order to specifically address potential health risks that could result from exposure to Project-generated Diesel Particulate Matter (DPM). No health risks related to DPM were identified, and potential impacts in this regard were found to be less-than-significant (please refer to Draft EIR pages 4.3-79 to 4.3-86).

Similarly, the potential for long-term increases in noise generation to lead to health impacts are acknowledged in the Draft EIR (please refer to Draft EIR pages 4.4-3 through 4.4-4, *et al*. However, the Draft EIR identified no long-term exceedances of existing noise standards due to Project operations (please refer to Draft EIR pages 4.4-21 through 4.4-26). The significant noise impacts identified in the Draft EIR were the result of Project construction activities, and as such, would be temporary and intermittent.

The Project will implement all feasible mitigation as summarized at revised Table 1.10-1. Notwithstanding, significant impacts are anticipated to occur from Project construction and/or operations. These significant impacts are summarized at EIR Table 1.8-1 (Draft EIR Pages 1.1-17 through 1.1-20). CEQA does not prohibit the Lead Agency from approving a project with significant impacts. As provided for under CEQA Section 15093 subd. (a):

> (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits,

> of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable. General Plan goal, objective, and policies cited by the commentor are provided in their entirety in the following table, along with a discussion of the Project's consistency with each of these provisions.

Goal/Objective/Policy	Project Consistency
Goal 2.2: An organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population, and promote the optimum degree of health, safety, well-being, and beauty for all areas of the community, while maintaining a sound economic base.	**Consistent**. The Project is permitted under the site's current General Plan Land Use Designation, reflecting consistency with the City's goal to establish an organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population. The Project establishes contemporary industrial facilities. As noted at EIR Page 3-5, "[f]inal designs of the Project building will be realized consistent with industrial design requirements and standards identified under Municipal Code Section 9.05.040, "Industrial Site Development Standards." Site plan and design concepts are articulated at EIR Section 3.0, Project Description. Moreover, the Project is required to comply with Development Plan Review provisions established within City of Moreno Valley Municipal Code Section 9.02.030. The Project will contribute to a functional balance by affecting the City's economic base through increased property tax revenues based on improvement of the vacant site. The Project proposes new industrial development within the City, and will create additional job opportunities (temporary construction jobs and as well as permanent warehouse staff and management positions)anticipated to be filled from local employment pools. At buildout, the Project is anticipated to generate up to approximately 900 permanent jobs.
Objective 2.13: Coordinate development activity with the provision of public infrastructure and services to eliminate possible gaps in service provision.	**Consistent.** The Project will provide all necessary infrastructure improvements to ensure safe and efficient operations. As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. Please refer also to the discussion of Project infrastructure presented at Draft EIR Pages 3-21 through 3-23. The Project will also be responsible for providing on-site and off-site roadway infrastructure improvements, prior to the issuance of occupancy permits, as presented at Draft EIR pages 3-7 and 3-8.

Goal/Objective/Policy	Project Consistency
Policy 2.10.14: Preserve or relocate existing mature trees and vegetation where practical. Mature trees shall be replaced when they cannot be preserved or relocated.	**Consistent.** The Project design concept as well as programmed Caltrans improvements to adjacent SR-60 would require elimination of certain mature pine trees existing along the existing northerly boundary of the subject property. That is, these trees will be displaced by Project and Caltrans improvements, and cannot be maintained in place. As discussed at Draft EIR Page 4.9-19, the Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements.
Policy 2.13.1: Limit the amount of development to that which can be adequately served by public services and facilities, based upon current information concerning the capability of public services and facilities.	**Consistent.** As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. The Project's potential to result in Projects-specific impacts due to insufficient roadway infrastructure have been addressed within the Draft EIR (Section 4.3, "Traffic and Circulation," Mitigation Measures 4.2.1, 4.2.2), and are identifies as less-than-significant as mitigated.
Policy 2.13.3: It shall be the ultimate responsibility of the sponsor of a development project to assure that all necessary infrastructure improvements (including system wide improvements) needed to support project development are available at the time that they are needed.	

It is acknowledged that not every provision of the General Plan was addressed within the Westridge Draft EIR; however, the Lead Agency disagrees with the commentor's assertion that the Draft EIR is thus inconsistent with the General Plan. The results and conclusions of the Draft EIR are not affected.

Response JS-5

The commentor correctly notes that the Draft EIR identifies potential impacts regarding the conversion of farmland to non-agricultural uses to be a less-than-significant impact. However, the comment misconstrues the findings of the City's General Plan in regard

to this issue. As referenced in the discussion of Agricultural Resources analysis from the Moreno Valley General Plan Final Program EIR, which was attached to the commentor's letter and identified by the commentor as "Exhibit 4," and has been included in Appendix A of this Final EIR), the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. The Project land uses are consistent land uses reflected in the General Plan, and the Project would not result in impacts to farmlands differing substantively from those considered and evaluated in the GPEIR.

Moreover, relevant CEQA threshold considerations address lands defined as "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Significance." In the case of the Project, the subject site does not qualify as any of these.[8] The mitigation measures identified by the commentor are unnecessary. The results and conclusions of the Draft EIR are not affected.

Response JS-6

This comment is unclear about the nature of the significant impact that will result should the Project's proposed zone change and Municipal Code amendment be

[8]State of California Department of Conservation, Division of Land Resources Protection, Farmland Mapping and Monitoring Program Riverside County Important Farmland 2008 (Sheet 1 of 3) identifies the Project site as "Farmland of Local Importance."

adopted. The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23. Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.
>
> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as required to fully mitigate any

potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties (Draft EIR Pages 4.1-22, 23).

The Draft EIR adequately and appropriately considers all potential land use and planning impacts, consistent with the methods set forth in the CEQA Guidelines. To these ends, the Draft EIR considers all pertinent land use plans, policies, regulations. There is no substantiation or indication that the Project would result in or cause potential interference with animal keeping on nearby properties. The Draft EIR acknowledges that "development of the Project would result in a permanent change to the perceived rural character of the Project area" (Draft EIR Page 5-5). Moreover, zone changes and amendments to the municipal code do not trigger any of the thresholds of significance under CEQA Guidelines Appendix G.

However, this change is consistent with the existing General Plan designation for the Project site. Further, potential effects on adjacent land uses are minimized by the 250-foot buffer area that would be provided by the Municipal Code amendment referenced above.

With approval of the Project's requested zone change and requested Municipal Code amendment to establish objective standards for the development of Light Industrial uses adjacent to residentially-zoned property, the Project's potential to result in significant land use impacts was determined to be less-than-significant. The results and conclusions of the Draft EIR are not affected.

Response JS-7

Despite the commentor's assertions to the contrary, the Project's air quality analysis does account for construction worker travel to and from the site. As noted in the Draft EIR (Page 4.3-56), "[c]onstruction emissions for construction worker vehicles traveling to and from the Project site, as well as vendor trips are also accounted for within the

Project construction emissions modeling." Worker trips for all construction phases are clearly identified and accounted for in the air quality modeling (see URBEMIS construction emission modeling data in Draft EIR Appendix C. Specifically, please refer to Appendix A of the Project Air Quality Impact Analysis). No indication of zero VMT for construction workers is found. The results and conclusions of the EIR are not affected.

Response JS-8

The commentor states that "all feasible mitigation measures were not adopted . . . and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur." The commentor requests Mitigation Measure 4.3.4 to specifically include zero VOC applications for all "paints, coatings, and solvents."

Draft EIR Mitigation Measure 4.3.4 serves as a formal restatement a of SCAQMD rules. As noted in the Draft EIR (Page 4.3-61), "[i]n order to facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as mitigation measures, and shall be incorporated in all Project plans, specifications and contract documents." Complementing SCAQMD rule compliance, the Draft EIR incorporates additional requirements as mitigation measures. "Additional mitigation required of the Project is identified below, and shall be incorporated in all Project plans, specifications and contract documents." (Draft EIR Page 4.3-62) Mitigation Measure 4.3.8 currently requires Zero VOC paint applications. In response to the commentor's suggestion, Mitigation Measure 4.3.7 is amended to read as follows:

> ~~*Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications*~~***"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113. The Project shall surpass Rule 1113 minimum requirements through specification that VOC content shall not exceed 150 grams/liter; 1.25 pounds/gallon. High Pressure Low Volume***

(HPLV) applications of paints, coatings, and solvents shall be *consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Other than suggested language modification of SCAQMD rules, the commentor offers no new or revised mitigation for consideration here. Absent specific suggestions or requested revisions, further response in this regard is not possible. The conclusions of the EIR are not affected.

Response JS-9

The commentor appears to misinterpret Air Quality modeling protocols and outputs, stating that " . . . [i]n recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions by approximately 44%. Yet, Mitigation Measure 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. Mitigation Measure 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%."

To clarify, Mitigation Measure 4.3.1 is a formal restatement of SCAQMD Rule 403 provisions. URBEMIS modeling of the Rule application yields a 44 percent reduction in PM_{10} emissions. As suggested by the commentor, additional language specifying on-site speed controls is added to Mitigation Measure 4.3.1:

- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project***

site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-10

The commentor suggests explicit notation indicating required use of available electrical power during construction activities. In response to the commentor's suggestion, Mitigation Measure 4.3.6 is amended as follows:

> *4.3.6 During Project construction, existing electrical power sources (e.g., power takeoffs from existing or temporary power poles) shall be ~~provided for~~* ***utilized to*** *power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-11

Please note that introductory language included prior to the introduction of construction-source emissions mitigation measures states: *"To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.4 below, and shall be incorporated in all Project plans, specifications and contract documents."*

Existing Mitigation Measure 4.3.2, which read, "[t]he contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper

tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law)"is deleted and replaced with the following:

> ***4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and by not allowing construction equipment to be left idling for more than five minutes (per California law).***

Response JS-12

The commentor states that "[t]he air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas 'quickly' should be adopted." In fact, this statement does not appear to be included in the Project Air Quality Analysis. The mitigation input calling for the Project to replace ground cover in disturbed areas quickly is, however, a parameter reflected in the URBEMIS modeling output. Revised Mitigation Measure 4.3.1 is amended to reflect this specific parameter:

- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-13

The commentor notes that an estimated disturbance area of 13.66 acres per day is reflected in the Air Quality modeling. The commentor suggests that a mitigation measure be included limiting site disturbance to less than 13.66 acres per day. The estimated disturbance of 13.66 acres per day (approximately one-quarter of the Project site) likely overstates actual disturbance and is employed for emissions modeling purposes and to develop mitigation addressing the likely maximum impact scenario. To assume or propose unrealistically limited grading of the site is contrary to CEQA disclosure mandates. Further, due to daily limits on grading, there would be incrementally increased impacts due to extended periods of fugitive dust, extended exposure to construction noise, and extended traffic disturbance. The commentor is referred to EIR Section 5.2.2.1, "Extended Construction Alternative Considered and Rejected," which specifically considers and rejects limited grading of the Project site. To ensure consistency with URBEMIS modeling assumptions, new Mitigation Measure 4.3.1 is revised to include the following specification:

- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-14

The commentor proposes numerous additional measures (following) as means to reduce Project-related construction-source emissions air quality impacts. Each of these measures is evaluated in the table which follows. Measures offered by the commentor are not required in order to achieve the level(s) of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed

measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

As detailed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to the following text from the Draft EIR:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation (Draft EIR Page 4-2).

It is further noted that in some instances, the commentor proposes additional operational emission measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

Suggested Measure	Response
1. Require the purchase of NOx credits from a qualified broker to offset construction-related air quality impacts.	**Infeasible.** NOx emissions credits are generally applied toward operational emissions at major source facilities (e.g., refineries, power plants, etc.). NOx emissions credits are not commonly used to address short-term construction emissions. It would be impractical to purchase offsets for the Project's construction impacts since the actual amount of construction emissions set forth in the Draft EIR represent an overestimation of actual emissions (i.e., the Air Quality Analysis assumes all construction equipment is operating eight hours per day as a "worst-case" scenario), and because the actual Project construction schedule (duration) is not known with a great deal of certainty and is subject to change based on availability of contractors, equipment, materials, etc. Further, any emission reduction credits would not result in any reduction to construction emissions on-site or in the immediate vicinity of the Project. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4. Complete all roadways, driveways, sidewalks, etc. as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.	**Incorporated** at revised Mitigation Measure 4.3.1, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. Pave all roads on construction sites as soon as technically possible.	**Infeasible.** It is infeasible and ineffective to pave roads within construction sites or at construction site access points. Such pavement is destroyed in the process of construction and/or is in perpetual state of disrepair. Paving temporary roads within construction areas unnecessarily increases VOC generation, with little or no discernible reduction in other air pollutant emissions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
6. Limit fugitive dust sources to 20 percent opacity.	**Replicates existing requirements.** Please refer to SCAQMD Rule 403.
7. The contractor or builder shall designate a person or person(s) to monitor the dust control program and	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
to order increased watering, as necessary, to prevent transport of dust offsite.	
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The person shall take corrective action within 24 hours.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Require high pressure injectors on diesel construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Restrict engine size of construction equipment to the minimum practical size.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Use electric construction equipment where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
12. Substitute gasoline-powered for diesel powered construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane or biodiesel.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Implement activity management techniques including: a) development of construction management plan to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	**Not required, counterproductive.** Construction contractor(s) employ techniques and procedures so as to provide for the most efficient operation of their construction activities. No demonstrated or suggested nexus between the suggested measures and project impacts. The commentor indicates further that this measure would reduce greenhouse gas emissions; however, none of the measures would demonstrably reduce total greenhouse gas emissions. As also discussed in these responses, measures acting to prolong construction (e.g., restricted use of equipment, limitation of the length of construction work-day period; phasing of construction activities) tend to increase rather than decrease environmental impacts due to extended and periods of disturbance.
15. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
16. Use electricity from power poles rather than temporary diesel power generators.	**Replicates existing requirements.** This requirement is currently reflected at EIR Mitigation Measure 4.3.6, presented , in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South

Suggested Measure	Response
formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	Coast Air Quality Management (District representatives James Koizumi and Steve Smith) confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ride-sharing program for the construction crew has been encouraged and will be supported by contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
20. Provide shuttle service to food service establishments/commercial areas.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
21. Provide shuttle service to transit stations/multimodal stations.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
22. Utilize only CARB certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
23. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan.".

Suggested Measure	Response
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.	**Infeasible, counterproductive.** Extending the grading schedule would (1) increase the Project's grading costs; (2) hinder effective management, organizing, and scheduling of construction tasks; and (3) result in adverse environmental trade-offs as a result of prolonged disturbance in the Project area, including but not limited to: extended periods of increased noise levels; prolonged generation of fugitive dust and VOCs; increased erosion exposure and associated water quality issues; and additional traffic disturbances associated with on-site construction activities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

Response JS-15

The commentor states: "[t]he Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930). This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts."

It appears that the commentor has incorrectly interpreted and applied default URBEMIS values. SCAQMD does not typically conduct project-level URBEMIS modeling for other than their own projects. Moreover, default values are just that, the "default" condition. Changes to default values are appropriate when specific Project attributes or operational characteristics are known, as is the case for the Project. In this regard, the Air Quality analysis specifically recognizes vehicle types and trip generation characteristics of the Project. Known vehicle trip generation characteristics provide a more accurate assessment of Project vehicular-source emissions impacts than does application of default URBEMIS values.

The commentor appears to misinterpret and misapply vehicle trip generation characteristics and their use in developing estimated air pollutant emissions impacts vis-à-vis use of trip generation estimates for the purposes of traffic modeling. More specifically, as noted in the Project Air Quality Analysis, Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. The Project related operational air quality impact centers primarily on the approximate 1,585 net vehicle trips generated by the Project (at project buildout). Trip characteristics available from the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009, included in Draft EIR Appendix B) were utilized in this analysis. It should be noted that the Project's traffic study presents the total Project vehicle trips in terms of Passenger Car Equivalents, or PCEs (the 2,930 PCE value cited by the commentor) in an effort to recognize and acknowledge the effects of heavy vehicles at the study area intersections. For purpose of the air quality study, emissions were calculated based on the type of vehicle (e.g., passenger cars and trucks) a more detailed discussion of how the actual number of vehicles were programmed into the model is presented in Draft EIR Appendix C. Specifically, page 37 of the Project Air Quality Analysis refers to its own Appendix B for review. Parallel information is provided in the Draft EIR, and reprinted below for ease of reference.

> 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and

> acknowledging physical size differences in vehicles and related effects on roadways and at intersections (Draft EIR Page 4.2-19).

Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. Assessment of the Project's operational air quality impact centers primarily on the approximately 1,585 net vehicle trips generated by the Project (or, the arithmetic sum of truck and passenger vehicle trips). Trip generation characteristics for the Project are presented in Draft EIR Appendix B, the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009). The results and conclusions of the Draft EIR are not affected.

Response JS-16

The commentor notes discrepancies between the Draft EIR text and the Air Quality Study regarding vehicle trip length and vehicle speed employed in the LST analysis. Notwithstanding, the quantified LST emissions impacts reported in the Draft EIR (Table 4.3-12) are consistent with the LST values presented in the Air Quality Analysis (Table 4-5). The typographic error at Draft EIR Page 4.3-68 is corrected (below) consistent with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

These corrections have been incorporated in Final EIR Section 2.0, "Revisions and Errata." The results and conclusions of the Draft EIR are not affected.

Response JS-17

The commentor provides opinions regarding the efficacy of mitigation proposed as means of reducing Project operational NOx and VOC emissions. It is important to note that substantially all of the estimated NOx emissions are from mobile sources – principally vehicle exhaust, and vehicle tail pipe source emissions are regulated by CARB and USEPA. The Lead Agency cannot control emissions from the tailpipes of vehicles traveling to/from the facility.

In addition, the Project is compliant with the SCAQMD's attainment plans, as the use of the site for industrial purposes was included in the previous SCAQMD's ozone and PM attainment plans. The Project implements all feasible mitigation measures and complies with all applicable CARB and SCAQMD Rules directed toward reduction of NOx and VOC emissions. The Lead Agency will however, adopt and implement EIR mitigation measures that minimize vehicle emissions generated on-site and by employees, but those vehicle miles are minor compared with the total vehicle miles used in the studies; and further, URBEMIS does not account for any reductions for those measures.

The Draft EIR clearly states that even with application of proposed mitigation, Project operational NOx and VOC emissions will exceed applicable SCAQMD regional thresholds. Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging Project exceedances for operational-source NOx and VOC emissions.

Response JS-18

The commentor arbitrarily suggests a 30 percent increase in energy efficiency beyond the requirements provided under Title 24 Building Energy Efficiency Standards, inferring a somehow substantial resultant decrease in NOx emissions. Consistent with the provisions of Executive Order, S-20-04 (CA 2004),which sets a goal of reducing energy use in public and private buildings by 20 percent by 2015 (as compared with

2003 levels), the Project will achieve a minimum 20 percent increase in building efficiencies beyond Title 24 requirements (please refer to Mitigation Measure 4.3.11).

As noted previously, the predominance of Project operational NOx emissions are vehicle-generated, and beyond the control of the Applicant or Lead Agency. Any reduction in NOx emissions resulting from increased building/facility energy efficiencies would be, at best, nominal. Even assuming "zero" NOx emissions from building/area sources, NOx emissions would be reduced by approximately 0.09 to 0.11 percent (0.0009 to 0.0011), and would still exceed applicable SCAQMD regional thresholds. No additional Title 24 enhancements are proposed, nor are any required. Results and conclusions of the EIR are not affected.

Response JS-19

The commentor proposes numerous additional measures as a means to reduce Project-related operational-source air quality impacts. Each of these measures is evaluated in the Table which follows. While the suggested measures may in part act to generally reduce Project impacts, none of the measures are required in order to achieve the levels of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

With specific regard to proposed measures targeting GHG emissions reductions, arguably, the proposed measures may prove of little net benefit, while imposing significant cost and economic burdens. Case studies have indicated that GHG measures implemented to date have yielded marginal benefits when compared to economic costs. Moreover, premature implementation of unproven measures would be detrimental by diverting resources that could be made available to other, more effective strategies. Please refer also to the attached: *The AB 32 Challenge: Reducing*

California's Greenhouse Gas Emissions (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008.

As discussed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to Draft EIR Page 4-2:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation. . . .

It is further noted that in some instances, the commentor proposes additional measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent, that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

Suggested Measure	Response
1. Require the utilization of zero VOC paint, coatings and solvents.	**Incorporated.** This requirement is reflected at EIR Mitigation Measure 4.3.7, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan." Mitigation Measure language has been revised as suggested by SCAQMD.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.	**Infeasible.** Please refer to Response JS-14, item No. 1.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become a SmartWay partner.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4.The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90%of all long haul trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
7. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South Coast Air Quality Management District representatives James Koizumi and Steve Smith confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Require each user to establish a carpool/vanpool program.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Provide on-site child care or contribute to off-site child care within walking distance.	**Infeasible, counterproductive.** Childcare facilities are not compatible with the proposed industrial warehouse uses. Moreover, there is no demonstrated nexus with Project-related operational emissions impacts requiring or suggesting implementation of childcare facilities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
12. Provide preferential parking for carpool/vanpool vehicles.	**Replicates existing requirements.** Preferential parking for carpools/vanpools is currently required pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Provide secure, weather-protected bicycle parking for employees.	**Incorporated** at revised EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Provide direct, safe bicycle access to adjacent bicycle routes.	**Replicates existing requirements.** Direct, safe bicycle access is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
15. Provide showers and lockers for employees bicycling or walking to work.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
16. Short-term bicycle parking for retail customers and other non-commute trips.	**Replicates existing requirements.** The Project does not propose retail uses. Bicycle parking is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Connect bicycle lanes/paths to city-wide network.	**Replicates existing requirements.** Bicycle path connections are currently provided pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
18. Design and locate buildings to facilitate transit access, e.g. locate building entrances near transit stops, eliminate building setbacks, etc.	**Infeasible, counterproductive.** No transit stops exist proximate to the Project site such that building orientation would have any material effect on use of, or access to transit. Elimination of building setbacks as suggested would increase potential air quality, noise and visual impacts when compared to the Project as proposed. The suggested measure is not germane to the Project, and is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
19. Prohibit idling of trucks for periods extending three minutes.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.11 currently prohibits the idling of trucks for more than three (3) minutes.
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.	**Not required per Responsible Agency.** Riverside Transit Agency (RTA) provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. The Lead Agency has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project.
21. Provide shuttle service to food service establishments/commercial areas.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
22. Provide shuttle service to transit stations/multimodal centers.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
23. Implement parking fee for single-occupancy vehicle commuters.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
24. Implement parking cash-out program for non-driving employees.	**Not applicable.** In that there is no current or proposed parking subsidy, there is no available parking "cash out" resource or mechanism. As noted herein, other tenable incentives are provided as means of reducing vehicle trips.

Suggested Measure	Response
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	**Replicates existing requirements.** The site is not currently provided transit service, nor is pedestrian access to the nearest transit stop possible at this time. Pursuant to the requirements of the City's Master Plan of Trails, the Project will dedicate and construct an 11-foot wide community trail segment along the southerly Project boundary, on the north side of Fir Avenue (future Eucalyptus Avenue). Upon development of the adjacent parcel(s), the trail is planned to continue off-site to the east and to the west, as part of the future Quincy Channel overcrossing.
26. Implement a compressed workweek schedule where feasible.	**Incorporated** at revised Mitigation Measure 4.3.13.
27. Provide electrical vehicle (EV) and compressed natural gas (CN) vehicles in vehicle fleets.	**Incorporated** at revised Mitigation Measure 4.3.13.
28. Install EV charging facilities for a minimum of 10% of all parking spaces.	**Infeasible.** The Project will provide, at minimum, two EV charging stations, as required by Mitigation Measure 4.3.13. There is no demonstrable evidence that installation of additional EV charging facilities would substantially reduce or eliminate the Project's operational emissions because chargeable electric vehicles represent a small percentage of vehicles on the road. Moreover, on a regional basis, increased power demands at electrical outlets/EV charging stations tend to increase power plant emissions, acting to offset any potential emissions reductions from individual sources such as motor vehicles. Further, it is noted that next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

Suggested Measure	Response
29. Install a CNG fueling facility.	**Infeasible.** As noted above, next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. Further, for CNG fuel to be a reasonable alternative to diesel fuel for the logistics industry, a reasonable distribution network must be in place so that drivers can be assured that they can re-fuel when making deliveries across the region. No such distribution system is presently in place nor is one likely to be developed in the near future. The installation of a stand-alone CNG fueling facility at this location would provide no benefit because no reasonable distribution system is in place. CNG-fueled vehicles have been found to be most useful for limited range, closed-circuit usage such as municipal fleets (refuse collection, city vehicles, and buses), taxi fleets, and local delivery services. Lastly, as with the commentor's suggestion for EV facilities, the installation of a CNG fueling facility is unlikely to substantially reduce or eliminate the Project's operational emissions because CNG vehicles represent a small percentage of vehicles on the road. Furthermore, the Draft EIR has not evaluated the potential environmental impacts related to the construction and operation of a CNG fueling facility. A Lead Agency is under no obligation to impose Mitigation Measures that in and of themselves may constitute a new "project" for purposes of CEQA. (See e.g., *Concerned Citizens of South Central L.A. v. Los Angeles Unified School District*, 24 Cal.App.4th, 826 (1994)). The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
30. Provide preferential parking locations for EVs and CNG vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
31. Utilize electrical equipment for landscape maintenance.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
32. Utilize only CARB-certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
33. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.	**Replicates existing requirements.** Please refer to City of Moreno Valley Municipal Code 9.17.050 (D) (3).
36. Utilize low pressure sodium fixtures for exterior lighting, including parking lots.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655 which requires that all outdoor lighting within the Project area will be provided by low-pressure sodium hooded lights.
37. Utilize electric yard trucks.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
38. All buildings shall be constructed to LEED Platinum standards.	**Not required, no nexus with significant impacts.** As discussed on Pages 3-18 and 5-79 of the Draft EIR, the Project, as a whole, will be developed as a LEED-certified facility. LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). Additionally, the LEED rating system is not the appropriate standard for determining building efficiency. The California Title 24 Building Energy Efficiency Standards are the appropriate baseline. As set forth in the Draft EIR, the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards. There is no requirement for LEED certification as mitigation of Project impacts. While LEED-certified facilities may tend to reduce various environmental effects, LEED certification is a voluntary exercise to be pursued by the Applicant outside of and independent of CEQA mandates.
39. The operator shall meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics.

Suggested Measure	Response
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project vehicular emissions through use of photovoltaics.
43. The operator shall purchase only green power.	**Infeasible, not required, no nexus with significant impacts.** Power to the Project will be provided from the locally available electrical grid. The term "green power" is undefined, and moreover the Lead Agency has no practical way to require that power be provided from specified sources, "green" or otherwise. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible. There is no requirement or demonstrated nexus requiring the Project to "purchase only 'green power'."

Results and conclusion of the Draft EIR are not affected.

Response JS-20

The commentor appears to misinterpret analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the analysis concludes that the Project ***will*** *[emphasis added]* have a significant effect on the environment.

To further clarify, germane suggested CEQA Guidelines topical questions include:

> Would the project:
> a) Generate greenhouse gas emissions, either directly or indirectly, that ***may*** *[emphasis added]* have a significant impact on the environment?

In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts

[beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see *Climate Change Analysis*, Page 42).

The commentor states that the finding of "less-than-significant" Project GCC impacts is based on non-exceedance of (draft) CARB and SCAQMD GHG emissions thresholds. Though this is the case, the GCC Study clearly states that these thresholds are not applicable to the Project:

> CARB's Draft Threshold Of Significance For Industrial Projects Has Not Been Finalized And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 40).
>
> SCAQMD's Adopted GHG Threshold Applies Only To Projects Where It Is The Lead Agency And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 41).

As discussed in the *Climate Change Analysis*, there are no adopted quantitative GHG emissions thresholds applicable to the Project. Absent such quantified thresholds, the CARB and SCAQMD GHG emissions standards nonetheless provide an indication of current policies and strategic approaches employed in evaluating and addressing GHG emissions and potential GCC impacts, and may portend similar future statewide, regional, and/or local quantified thresholds. The clearly stated threshold considerations applicable to the Project are:

1. Would the proposed project generate GHG that may have a cumulatively significant impact on the environment; and

2. Would the proposed project conflict with GHG reduction measures identified in CARB's AB 32 Scoping Plan.

As concluded in the *Climate Change Analysis*, the answer to both of the preceding questions is "no," yielding the conclusion that the Project GCC impacts are less-than-significant. Moreover, as also discussed in the *Climate Change Analysis*, Project GHG emissions would not exceed either CARB or SCAQMD GHG emissions thresholds, further supporting the conclusion that the Project GCC impacts are less-than-significant. As a matter of clarification, the abbreviated conclusion presented at Draft EIR Page 4.3-94 is expanded/revised as follows:

> ~~Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less than significant.~~ **As noted in the preceding discussions, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.**
>
> **In evaluating the potential global climate change impacts of the Project, every attempt has been made to accurately and comprehensively quantify the greenhouse gas emissions associated with the Project. However, a number of inherent limitations are unavoidable in compiling or estimating project-level GHG emissions. Among these limitations, the use of models that measure overall emissions increases without accounting for existing emissions tend to substantially overstate the GHG emissions impacts of a new development projects. This makes an accurate analysis of GHG emissions substantially different from other air quality impacts, where the "addition" of redistributed emissions can make a substantial difference to overall air quality. Notably, not all the vehicular trips that result from the Project will be "new" vehicle trips, but that a majority of these trips already occur elsewhere, and currently generate GHG**

emissions within a global context. For example, the Project will not create entirely new truck trips (globally). However, implementation of the Project would establish a new destination point for trucks already utilizing the area roadway system. Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory.

The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is inferred by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Based on the preceding discussions and supporting analysis provided in the Project Global Climate Change Analysis included at EIR Appendix C, the Project's potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment is less-than-significant.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-21

The commentor reiterates the Draft EIR discussion that the CARB and SCAQMD GHG emissions thresholds consider only non-transportation sources. To clarify, the thresholds address all stationary GHG sources, but do not include mobile sources. To a certain extent this limitation on threshold considerations reflect the previously noted limitations involved in attempting to estimate "new" emissions associated with vehicle trips to/from new facilities. Nonetheless, the thresholds and their interpretation and application are correct as stated in the EIR and Project *Climate Change Analysis* (included at EIR Appendix C).

Contrary to the commentor's assertion, the *Climate Change Analysis* is not "deeply flawed" through an omission of mobile-source GHG emissions. Mobile-source emissions are clearly identified and quantified at *Climate Change Analysis,* Page 45, Table 2-4 (27,858.08metric tonsCO2E) and at Draft EIR Table 4.3-18 (Page 4.3-92). Mobile source emissions are not however, by CARB and SCAQMD-defined thresholds, utilized by those agencies in determining GHG emissions significance for their facilities. Project facilities emissions of GHG would not exceed GHG thresholds established by CARB and SCAQMD for their facilities. As noted above, this fact is considered within the entirety of the Climate Change Analysis, and in evaluating the Project's potential GCC impact significance, which is, as correctly concluded in the EIR, less-than-significant.

Response JS-22

The commentor reiterates incorrect calculation and interpretation of Project vehicle trip generation. Please refer to Responses JS-15, JS-20, and JS-21. Results and conclusions of the EIR are not affected.

Response JS-23

The commentor states that "[t]he GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project." This

opinion, along with the commentor's related statements and conclusions, are addressed in preceding Responses JS-15, JS-20 and JS-21, which provide clarification regarding mobile-source GHG emissions evaluated and addressed in the EIR. The Draft EIR analyzes both the mobile and stationary GHG emissions associated with the Project. The EIR analysis conservatively does not assume mere redistribution of existing GHG emissions, particularly with regard to vehicle emissions when considered in a global context. Results and conclusions of the EIR are not affected.

Response JS-24

The commentor provides opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable. Commentor opinions and statements are forwarded to the decision-makers for their consideration.

Contrary to commentor opinions and statements, in point of fact, an exhaustive and accurate assessment of the Project's GHG emissions impacts and related potential GCC impacts are presented in the Draft EIR (Pages 4.3-23 through 4.3-47, Pages 4.3-88 through Pages 4.3-111, at al.), and supporting technical Global Climate Change Analysis included at Draft EIR Appendix C. These discussions not only establish Project consistency with the CARB Scoping Plan (one component of the EIR analysis), but also provide detailed discussion of the sources and effects of GHG emissions, consider and evaluate the Project in the context of existing and proposed GHG emissions reductions strategies, and provides an analysis of Project GHG emissions vis-à-vis adopted and anticipated thresholds. Importantly, the analysis provided in the EIR is consistent with applicable CEQA directives:

> Based on the direction provided in Section 15064.4 of the *Guidelines*, a lead agency should make a good-faith effort, based on available information, to describe, calculate, or estimate the amount of greenhouse gas emissions associated with a project. Because the methodologies for

performing this assessment are anticipated to evolve over time, a lead agency shall have discretion to determine, in the context of a particular project, whether to:

1. Use a model or methodology to quantify greenhouse gas emissions associated with a project and which of any available model or methodology to use. The lead agency has discretion to select the model it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should also include a qualitative discussion or analysis regarding the limitations of the particular model or methodology selected for use.

2. Rely on qualitative or other performance based standards for estimating the significance of greenhouse gas emissions (Draft EIR Page 4.3-35).

Substantial evidence provided in the Draft EIR, as summarized above, supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

The commentor notes *recommended* [emphasis added] CARB Scoping Plan Actions, and misinterprets these as Project requirements. The commentor cites specifically, **Action T-7**: Sector-Transportation; Recommended Action-Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure - Aerodynamic Efficiency; and **Action E-4**: Sector-Electricity and Natural Gas-Recommended Action-Million Solar Roofs. As noted in the Draft EIR (Pages 4.3-99, 4.3-100), the Project will not conflict with applicable recommended Actions. Consistent with other revisions proposed herein, Action T-7, Action E-4 applicability discussions at Page 4.3-102 are deleted and replaced with the following:

- Action T-7 **recommends existing trucks/trailers to be retrofitted with the best available technology and/or CARB-approved technology. Implementation of such a standard is not within the purview of the Project. GHG emissions reductions would be achieved however through standards compliance by vehicles accessing the Project. Further, pursuant to EIR Mitigation Measure 4.3.13, tenants are encouraged to provide incentives to realize Smartway certification, and to use fleet vehicles conforming to CARB 2010 emissions standards or better, thereby reducing GHG emissions. The Project supports, and would not interfere with Action T-7.**

  Action E-4 **promotes solar generated electricity. As discussed within this EIR, the Project design accommodates renewable energy sources, such as photovoltaic solar electricity systems. (Draft EIR Mitigation Measure 4.3.11 requires in part that: *"All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design."*) The Project supports, and would not interfere with Action E-4.**

It is further noted that the AB-32 Scoping Plan merely sets forth concepts, the implementation of which will be refined during the rulemaking process contemplated under AB-32. Thus, merely because Action T-7 recommends that existing trucks/trailers be retrofitted with the best available technology and/or CARB-approved technology; and/or that Action E-4 promotes solar generated electricity does not mean that a given project must require best available technology retrofits; nor install PV solar panels on its roof in order to be consistent with the Scoping Plan.

Please refer also to the complete discussion of Project consistency with applicable recommended CARB Scoping Plan Actions presented at Draft EIR Pages 4.3-98 through 4.3-103. The results and conclusions of the EIR are not affected.

Response JS-25

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable, but provides no supporting analysis or evidence. In point of fact, as supported by the discussion in the EIR, the project will not result in significant GHG/GCC emissions impacts, and no mitigation is required. Measures included in the EIR, including those addressing recycling, water conservation, and solar energy systems, therefore further reduce GHG/GCC impacts that, even absent mitigation, are less-than-significant. Commentor's citation to EIR statements that: *"vehicles accessing the site will be in compliance with CARB vehicle standards to the maximum extent feasible"* are not found. Adopted applicable CARB standards are regulatory in nature, and required of all vehicles. Please refer also to the preceding Response JS-24.

Response JS-26

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor cites various 2006 CAT Report GHG Emission Reduction Strategies, contending the Project does not support applicable strategies. The commentor incorrectly interprets the strategies as requirements of the Project. Specific citations of the commentor include compliance with CARB vehicle standards, source reduction and recycling, California solar initiative recommendations, and the use of alternative fuels.

The approach suggested by the commentor is not required under the CEQA Guidelines, and is not the approach employed by the Lead Agency here. Comparison of this Project with the CAT strategies and AB-32 Scoping Plan concepts is made for the purpose of evaluating whether the project conflicts with an applicable plan, policy, or regulation adopted for the purposes of reducing emissions of greenhouse gases. That is the applicable threshold under the CEQA Guidelines. Upon determining that the Project does not conflict with these plans, the Lead Agency appropriately concluded

that the impacts are less than significant, and therefore, no mitigation is required. Project support of, and compliance with, applicable 2006 CAT Report GHG Emission Reduction Strategies is presented at Draft EIR Pages 4.3-103 through 4.3-110. With specific regard to Project compliance with CARB vehicle standards, search of the EIR text does not yield the phrase "maximum extent feasible" as suggested by the commentor. EIR discussions of strategies noted by the commentor as excerpted from Draft EIR Table 4.3-20, are presented below.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Air Resource Board	
Vehicle Climate Change Standards AB 1493 (Pavley) required the state to develop and adopt regulations that achieve the maximum feasible and cost-effective reduction of climate change emissions emitted by passenger vehicles and light duty trucks. Regulations were adopted by the CARB in September 2004.	Enforcement of State regulation is beyond the scope of the Project. The Project will not interfere or conflict with AB 1493 (Pavley).
Other Light Duty Vehicle Technology New standards would be adopted to phase in beginning in the 2017 model.	Enforcement of State standards for Light Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Light Duty Vehicles.
Heavy-Duty Vehicle Emission Reduction Measures Increased efficiency in the design of heavy-duty vehicles and an education program for the heavy-duty vehicle sector.	Enforcement of State standards for Heavy Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Heavy Duty Vehicles.
Diesel Anti-Idling In July 2004, the CARB adopted a measure to limit diesel-fueled commercial motor vehicle idling.	Heavy-duty diesel trucks that access the Project site will be required to limit idling to no more than three (3) minutes (EIR Mitigation Measure 4.3.10).
Alternative Fuels: Biodiesel Blends CARB would develop regulations to require the use of 1 to 4 percent biodiesel displacement of California diesel fuel.	When CARB adopts regulations for the use of biodiesel fuel in heavy duty trucks, trucks supplying the commercial uses will comply with this measure.
Hydrogen Highway The California Hydrogen Highway Network (CA H2 Net) is a State initiative to promote the use of hydrogen as a means of diversifying the sources of transportation energy.	Not Applicable.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
Integrated Waste Management Board	
Achieve 50 percent Statewide Recycling Goal Achieving California's 50 percent waste diversion mandate as established by the Integrated Waste Management Act of 1989, (AB 939, Sher, Chapter 1095, Statutes of 1989), will reduce climate change emissions associated with energy intensive material extraction and production as well as methane emission from landfills. A diversion rate of 48 percent has been achieved on a statewide basis. Therefore, a 2 percent additional reduction is needed.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Zero Waste - High Recycling Additional recycling beyond the State's 50 percent recycling goal.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Department of Water Resources	
Water Use Efficiency Approximately 19 percent of all electricity, 30 percent of all natural gas, and 88 million gallons of diesel are used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions.	In support of water Use Efficiency strategies, the Project will implement U.S. EPA Certified WaterSense labeled or equivalent faucets and high-efficiency toilets (HETs), and implement water-conserving shower heads to the extent feasible.
California Energy Commission (CEC)	
Building Energy Efficiency Standards in Place and in Progress Public Resources Code 25402 authorizes the CEC to adopt and periodically update its building energy efficiency standards (that apply to newly constructed buildings and additions to and alterations to existing buildings).	As required through the EIR air quality mitigation measures noted herein, and based on energy efficiency/sustainability attributes of the Project presented in the EIR Project Description (EIR Section 3.0), energy efficiencies achieved by the Project will surpass incumbent Title 24 Energy Efficiency Standards by at least 20 percent. Verification of increased energy efficiencies is documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Energy efficient Project designs and operational programs will facilitate Applicant-initiated LEED Certification actions.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Solar Initiative Installation of 1 million solar roofs or an equivalent 3,000 MW by 2017 on homes and businesses; increased use of solar thermal systems to offset the increasing demand for natural gas; use of advanced metering in solar applications; and creation of a funding source that can provide rebates over 10 years through a declining incentive schedule.	In support of the California Solar Initiative, the Project design accommodates potential future installation and use of renewable energy sources, such as photovoltaic solar energy systems. (See EIR Section 3.0, Project Description).

Contrary to the commentor's assertions, as indicated at Table 4.3-20, the Project complies with and supports applicable 2006 CAT Report Greenhouse Gas Emission Reduction Strategies. There is no mandate or specific requirement or singular methodology for strategy compliance as suggested by the commentor. The results and conclusions of the EIR are not affected.

Response JS-27

The commentor cites various recommended or adopted thresholds of other agencies addressing GHG emission and GCC impacts. The commentor erroneously states that "in the EIR for the Highland Fairview Project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change."

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. The commentor is referred to previous responses and CEQA directives allowing for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the Guidelines. The EIR analysis of GHG emissions/GCC impacts is consistent with Section 15064.4 of the Guidelines. Please refer also to response JS-24.

No "zero emissions threshold" for GHG emissions neither appears, nor was applied, in the EIR for the Highland Fairview Project. The commentor is referred to *Draft*

Environmental Impact Report Highland Fairview Corporate Park PA07-0088 (CZ), PA07-0089 (GPA), PA07-0090 (TPM 35629), and PA07-0091 (PP) City of Moreno Valley, Riverside County, California State Clearinghouse No. 2007101132 (Michael Brandman Associates) August 4, 2008, Page 5.16-5:

> AB 32 states that, "global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California." Although it is unknown if AB 32 alone is enough to reduce California's fair-share contribution to global greenhouse gas inventory, it is currently the only well-defined and widely accepted benchmark for greenhouse gas emissions in California. Therefore, for purposes of this analysis, the following significance thresholds have been used:
>
> **Impact GCC-1** Does the project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?
>
> **Impact GCC-2** Would the impacts of climate change significantly impact the project?

The Highland Fairview Project EIR concluded that project had the potential to significantly hinder California's ability to meet the reduction targets contained in AB 32, and therefore reached a conclusion of "potentially significant" GHG emissions impacts for that project.

Such is not the case for the proposed Westridge Commerce Center Project as supported by the analysis presented in the Westridge Commerce Center Project EIR and supporting Global Climate Change analysis.

Continuing at Page 5.16-6, the Highland Fairview EIR also importantly notes that:

> The thresholds and the analysis contained below *may not be relevant to other projects. This analysis does not establish thresholds for the City or set precedents for the type of analysis in a climate change analysis, as this discipline is still evolving. [emphasis added]*

Clearly, whatever thresholds and analysis may have been employed in the Highland Fairview EIR were for that project only, and not intended or necessarily applicable to the proposed Westridge Commerce Center Project. The results and conclusions of the EIR are not affected.

Response JS-28

The commentor considers the term "cumulatively considerable" established under the *CEQA Guidelines* Section 15064, subd. (h)(1), and appears to misapply it in evaluating Project GHG emissions and potential Project-related Global Climate Change impacts. In total, *CEQA Guidelines* Section 15064, subd. (h)(1) cited by the commentor, and excerpted below, provides guidance as to whether an EIR is required based on the potential for a given project to cause or result in cumulatively considerable impacts.

> (h)(1) When assessing whether a cumulative effect requires an EIR, the lead agency shall consider whether the cumulative impact is significant and whether the effects of the project are cumulatively considerable. An EIR must be prepared if the cumulative impact may be significant and the project's incremental effect, though individually limited, is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The Lead Agency had previously determined through the Initial Study process that an EIR is required for the Project, to include an analysis of all potential cumulatively considerable impacts, including potential GHG/GCC impacts.

The EIR analysis supports the conclusion that Project-specific GHG/GCC impacts are individually less-than-significant and not cumulatively considerable (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C). To this end, not only are the Project's incremental GHG/GCC impacts substantiated to be less-than-significant. As noted in the Draft EIR, with regard to global climate change, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.

Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory. The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is assessed by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Additionally, as discussed in the Draft EIR . . . "to facilitate their monitored implementation throughout Project development and operations, design features and operational attributes of the Project are incorporated into this EIR as Mitigation

Measures 4.3.10 through 4.3.13 . . . These measures act to reduce Project-related operational source air pollutants and GHG emissions, and promote sustainability through conservation of energy and other natural resources" (Draft EIR at Page 4.3-94). As amended in these Responses, additional mitigation has been also been provided, further reducing already less-than-significant Project GHG emissions levels. Please refer also to previous discussions at Responses JS-20 through JS-27, substantiating less-than-significant Project GHG/GCC impacts.

As provided for under *CEQA Guidelines* Section 15064(h)(2), "[w]hen a project might contribute a significant cumulative impact, but the contribution will be rendered less than cumulatively considerable through mitigation measures . . . [the supporting analysis] shall briefly indicate and explain how the contribution has been rendered less than cumulatively considerable." Design features, operational programs, and mitigation measures included in the Draft EIR (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C) render the Project's potential contribution to Global Climate Change impacts to levels that are less than cumulatively considerable.

As further provided under *CEQA Guidelines* Section 15064(h)(3), . . . "a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program (including, but not limited to, water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, plans or regulations for the reduction of greenhouse gas emissions) that provides specific requirements that will avoid or substantially lessen the cumulative problem within the geographic area in which the project is located. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make

specific the law enforced or administered by the public agency. When relying on a plan, regulation or program, the lead agency should explain how implementing the particular requirements in the plan, regulation or program ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable."

The general arena of GHG emissions regulations remains preliminary and still formative, and there are no plans (as yet) with the effect of law that would be applicable to the Project. Notwithstanding, the CARB Scoping Plan and 2006 CAT Report are considered indicative of likely future guidelines and requirements. The Project supports and is consistent with CAT strategies and other means suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32. Qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report (Draft EIR Pages 4.3-94 through 4.3-110) supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

Continuing, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative GCC impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

It is further noted cumulative effects of Global Climate Change would be considered significant irrespective of any increment of GHG emissions generated by, or reduced through, implementation of the Project. Moreover, absent similar commitments worldwide, even full state-level reduction of GHGs as provided for under California

statute would not notably or discernibly affect a difference in global climate change. In this regard, the World Resources Institute estimates California GHG emissions comprised an estimated 1.3 percent of worldwide GHG emissions as of 2000.[9] Further, whereas California since 2000 continued to implement further energy efficient technologies and other means that directly or indirectly reduce GHG emissions and thereby reduce its proportionate impacts, these reductions have been more than offset by increasing growth and industrialization worldwide. This speaks to *CEQA Guidelines* Section 15064(h) (4) provisions, which provide that the mere existence of significant cumulative GCC impacts caused by other projects (worldwide growth and industrialization) alone does not constitute substantial evidence that the Westridge Commerce Center Project's incremental GCC effects are cumulatively considerable.

Based on the preceding the project will not result in or cause cumulatively considerable GCC impacts. Results and conclusions of the EIR are not affected.

Response JS-29

The commentor summarizes various provisions of the *Final Statement of Reasons for Regulatory Action* (California Natural Resources Agency) December 2009 which allow for off-site mitigation of GHG impacts.

As substantiated in the EIR and discussed in these Responses, Project-related GHG emissions impacts are less-than-significant and are not cumulatively considerable. Off-site mitigation is not proposed nor is it required. Results and conclusions of the EIR are not affected.

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9 *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions* (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008, Page 8.

Response JS-30

Temporary and intermittent significant construction-source noise impacts noted by the commentor are fully discussed and disclosed in the Draft EIR:

> **Level of Significance after Mitigation:** Mitigation Measures 4.4.1 through 4.4.4 will qualitatively reduce construction-source noise and its perceived impacts to the extent feasible. The proposed use of noise curtains during the most noise intensive activities (grading/site preparation) may reduce received noise levels by 10-20 dBA at the nearest receptors. Nonetheless, it is anticipated that construction-source noise received at the nearest affected residential receptor adjacent may temporarily and periodically reach the maximum anticipated exterior noise level of 89 dBA Leq. This condition would occur in particular when heavy equipment is used for the construction of adjacent Fir (future Eucalyptus) Avenue. At more distant residential neighborhoods, the maximum received noise level is conservatively estimated at 60 to 65 dBA Leq. As such, even with the application of proposed mitigation, Project construction equipment activities would exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), and consequently would be considered a substantial temporary and periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project (Draft EIR Page 4.4-20).

Mitigation of construction-source noise impacts is addressed in the following responses JS-31 and JS-32. Results and conclusions of the Draft EIR are not affected.

Response JS-31

The commentor provides opinions on Draft EIR Mitigation Measure 4.4.4, which is presented in its entirety here:

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

The commentor states that the mitigation language "[n]oise curtains shall be installed so as to provide maximum reduction for noise sensitive uses" is "unenforceable." The commentor fails to note or recognize that construction activities by their nature are fluid and mitigation addressing such activities is similarly fluid. The stipulation that noise curtains be installed so as to achieve the maximum reduction in noise accommodates site and use-specific variations in construction activities and construction noise that may affect proximate sensitive receptors. As discussed at Draft EIR Page 4.4-18, "[t]he closest noise sensitive receptor that will be subject to potential construction noise impacts is the residence located at 28855 Fir Avenue (future Eucalyptus Avenue),approximately 150 feet southerly of the Project site's southernmost boundary. Because roadway improvements along future Eucalyptus Avenue are also part of Project development, an overall grading noise level of 89 dBA at 50 feet has been used as the worst-case, maximum exterior noise level when heavy equipment is nearest this sensitive receptor. At the nearest residential neighborhood, located more than one-quarter mile from the Project site, received construction-related noise levels would be reduced by 30 decibels or more based on physical separation between these residences and the Project site.

As also noted in the Draft EIR, the noise curtains required pursuant to Mitigation Measure 4.4.4 would conservatively provide an estimated 10 to 20 dBA of noise

reduction acting to reduce noise at proximate receptors. Worst-case construction noise levels (estimated to be 89 dBA at 50 feet) would occur as roadway improvements occur along future Eucalyptus Avenue. To ensure that the single residential use would not be temporarily and intermittently exposed to construction noise levels exceeding 60 dBA would in effect require construction of a barrier along the southerly edge of the Fir (future Eucalyptus Avenue) right-of-way, extending at a minimum the length of the affected receptor property line (approximately 620 feet) providing line-of sight interruption of noise yielding a 29 dBA noise reduction. Alternatively, an encapsulating 620 foot by 620 foot, 29 dBA noise-reducing barrier could be constructed around the receptor property in question.

For construction equipment with a 12-foot high exhaust stack, and not accounting for grade differentials, line of-sight noise protection would require a minimum 15 foot high wall (noise source height plus three feet).Under laboratory conditions a 4-inch thick concrete wall (or equivalent @ 30 lbs./s.f.) would provide approximately 37 dB noise attenuation (one side of a barrier to the other); and under uncontrolled exterior conditions could hypothetically provide 29 dBA noise reduction in protected areas immediately adjacent to the wall, within the noise "shadow zone." However noise diffracted over the top of or sides of the wall would still affect more distant unprotected receptors. Moreover, a 4-inch thick concrete wall, 15 feet in height is not structurally stable without significant reinforcing (envision a 15-foot high freestanding brick wall); and in practical application would constitute a permanent structure with anchoring footings or caissons.

The commentor suggests that "temporary sound walls" be implemented. As indicated, such walls would not be temporary. Moreover, construction of the "temporary" walls themselves, as well as their demolition, would generate noise levels equaling or exceeding those resulting from the Project. That is, the noise barrier's own construction and its subsequent demolition, would occur at the southerly right of-way line, and would require use of construction equipment in addition to, and for periods of time

greater than, that otherwise required to implement the Project. This would arguably increase rather than decrease net adverse effects construction noise.

Response JS-32

Please refer to the following Response JS-33.

Response JS-33

The commentor's suggested additional measures to reduce construction-source noise are addressed below.

Suggested Measure	Response
1.Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.	**Not required, no nexus with significant impacts.** The Noise Impact Analysis states that this program is merely recommended not required. Nor are the recommended measures reflected in or required to attain the "mitigated condition" presented in the Draft EIR. The Lead Agency may, at its discretion, impose additional Conditions of Approval (such as recommendations within studies) supplementing the EIR Mitigation Measures. The Draft EIR contains comprehensive mitigation to address noise impacts of the Project. These measures are included as part of the Mitigation Monitoring Plan, presented in Section 4.0 of this Final EIR. The Mitigation Monitoring Plan: 1) assigns responsibility for, and ensures proper implementation of Mitigation Measures; 2) assigns responsibility for, and provides for monitoring and reporting of compliance with Mitigation Measures; and 3) provides the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs. The City will monitor and report on all mitigation activities.
2.The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.	**Incorporated** at revised EIR Mitigation Measure 4.4.3.

Suggested Measure	Response
3.Notify surrounding homeowners of expected, specific construction-related noise impacts.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations vis-à-vis noise-related requirements. The public, including surrounding homeowners, has been notified of the Project via direct mailing and public notice, consistent with the provisions of the City of Moreno Valley Municipal Code. Copies of the Draft EIR are available upon request.
4.When technically feasible, electrical construction equipment should be utilized.	**Incorporated** at revised Mitigation Measure 4.3.8.
5.During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.	**Replicates existing requirements.** Mitigation Measure 4.3.10, as currently presented in the Draft EIR, prohibits the idling of trucks for more than three (3) minutes.

Response JS-34

The commentor appears to misinterpret and/or misapply noise limitations established under the City's Noise Ordinance, noise standards provided for under the General Plan, and their application within the EIR. The commentor erroneously states " . . . *the DEIR . . . adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA greater*." The commentor suggests that the City Noise Ordinance threshold of 60 dBA Leq be universally applied irrespective of existing conditions, noise source, or noise duration.

To clarify, as noted in the Draft EIR . . . "[t]he City's Noise Ordinance applies to 'stationary source' noise occurring on one property, which may affect a neighboring property (Draft EIR at Page 4.4-13). Mobile source (roadway noise) is not regulated under the City Noise Ordinance. The Noise Ordinance is directed toward discrete, identifiable stationary or area source noise. Noise thresholds established in the Ordinance are expressed in Leq, acknowledging noise levels occurring within a limited and defined time frame (in this case one-hour).

As described and discussed in the EIR, the Noise Ordinance's most restrictive threshold conditions of 60 dBA Leq daytime/55 dBA Leq nighttime for residential land uses are appropriately applied in evaluating discrete area/stationary source noise generated by the Project and received at proximate residential land uses. As discussed in the Draft EIR (Pages 4.4-23 through 4.4-26), at receiving residential land uses, Project operational stationary/area source noise will not exceed 60 dBA Leq daytime /55 dBA Leq nighttime.

The Noise Ordinance is not intended or constructed to address modeled areawide ambient noise levels increases, such as occur over time due to ambient increases in areawide traffic. Nor is it appropriate to evaluate or consider long term increases in ambient noise levels (such as increases in roadway corridor noise) in terms of Leq. It is the 24-hour average weighted noise level (CNEL) that accurately and appropriately describes the effective ambient noise condition, and indicates whether there would be a substantial permanent increase in noise levels due to the effects of a given project.

CNEL guidelines applicable to increases in ambient noise conditions, including noise generated by Project-related mobile sources (traffic) are established under the City General Plan Noise Element. As discussed in the Draft EIR:

> The Safety Element of the City's General Plan discusses noise and future projected noise levels within the City. For planning purposes, the City employs a 65 CNEL standard for noise-sensitive outdoor areas (e.g., rear yards of single family homes), and an indoor noise standard of 45 CNEL for residential developments (Draft EIR Page 4.4-14).

As supported by analysis presented in the EIR (see EIR Section 4.0, Noise; EIR Appendix D, noise Impact Analysis) the Project will not result in or cause operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

Response JS-35

The commentor states that "*. . . the Draft EIR makes a conclusory statement of insignificance without data or analysis . . .*" with regard to potential vibration impacts of the Project. The commentor also states that the Draft EIR only addresses vibration impacts to buildings, but fails to address such impacts to people.

For ease of reference, the EIR discussion of vibration impacts is excerpted below:

> **Impact Analysis:** Groundborne vibration refers to groundborne noise and perceptible motion. Typical sources of groundborne vibration include the use of heavy-duty construction equipment to be employed at the Project site. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where motion may be discernible but without the accompanying effects (e.g., the shaking of a building).
>
> Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Vibration-caused building damage is not a factor for normal projects, with the occasional exception of blasting and pile driving during foundation construction, neither of which is anticipated as part of construction of the Project considered here.
>
> The City of Moreno Valley does not currently have adopted vibration regulations. Notwithstanding, germane vibration criteria has been established by the California Department of Transportation (Caltrans) and is employed in analyses presented here.

> The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. However, heavy equipment employed during Project construction could potentially generate groundborne vibration impacts at adjacent land uses. Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods used, distance to the affected structures and soil type. Construction vibration is generally associated with pile driving and rock blasting. Occasionally, proximate operations of large bulldozers and loaded trucks can cause perceptible vibration levels, notwithstanding, according to the *Transportation and Construction-Induced Vibration Guidance Manual* prepared for Caltrans, groundborne vibration from construction activities and equipment such as such as D-8 and D-9 Caterpillar bulldozers, earthmovers and haul trucks at distances of 10 feet do not create vibration amplitudes that would cause structural damage to nearby structures. The proposed Project is not anticipated to employ any pile driving equipment, nor require blasting activities. Further, the nearest heavy equipment operations would occur at a distance of 40 to 50 feet from the nearest residential use (28855 Fir Avenue). Impacts from construction-source groundborne vibration are therefore anticipated to be less-than-significant (Draft EIR Pages 4.4-27 to 4.4-28).

As indicated above, the City has no adopted vibration thresholds, much less a threshold adopted to address speculative "vibration impacts to people" suggested by the commentor. Structural damage is a defined concern addressed by Caltrans, and would be considered to constitute excessive groundborne vibration or groundborne noise levels. This concern is likewise is considered in the EIR. Occasional perceptible vibration levels should they occur, do not constitute excessive groundborne vibration or groundborne noise levels. Any vibration impacts perceived at off-site locations would, as noted, be temporary and intermittent due to transient construction vehicles.

There are no sensitive historic structures or instruments located proximate to the Project that would somehow be affected by temporary and transient construction-source vibration.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels. Results and conclusions of the EIR are not affected.

Response JS-36

Please refer to the following Response JS-37.

Response JS-37

The commentor again appears to misinterpret and/or misapply noise thresholds, now within a cumulative analysis context, and incorrectly states threshold considerations applicable to the Project.

In brief, the City Noise Ordinance regulates stationary/area source noise generated by the Project will not result in operational noise that would exceed Ordinance Standards (60 dBA Leq daytime/55 dBA Leq nighttime). Ambient noise increases, including traffic noise generated by the Project would not exceed the applicable 65 CNEL residential standard established by the General Plan. (The commentor misstates the threshold as 60 dBA Leq). Noise levels of less than 65 dBA CNEL are acceptable. In the instance noted by the commentor, vehicular noise levels due to cumulative growth (including noise generated by the Project traffic) would increase by 9.8 dBA CNEL over time, totaling an estimated 61.1 dBA CNEL at General Plan Buildout. Vehicular noise levels of 61.1 dBA CNEL are less than the threshold condition of 65 dBA CNEL, and impacts are therefore not cumulatively considerable. In instances where pre-existing noise levels exceed 65 dBA CNEL, or such traffic noise levels would occur due to cumulative growth absent the Project, the Project's incremental contribution would

range from 0.0 dBA to 0.4 dBA, and would not be discernible. In these instances, perceived noise conditions would the same with, or without the Project. As noted previously in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative noise impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

Project operational source noise would not exceed applicable standards established under the Noise Ordinance and/or General Plan. In no instance would Project noise cause a transition from acceptable ambient conditions to conditionally acceptable conditions or from conditionally acceptable conditions to unacceptable conditions.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause cumulatively considerable operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

Response JS-38

The commentor notes that modeling of noise based on measurements taken at the G.I trucking facility (Pomona CA) may not yield noise levels comparable to those that would be generated by the Project.

The G.I. trucking facility conducts logistics warehousing operations, including acceptance and dispatch of big-rig long-haul and consolidated freight trucks, similar to operations anticipated under the Project. The G.I. trucking facility noise measurements are not intended to precisely replicate noise generated by the Project operations site on any given day or at any given time. The empirical data collected does however provide a real world snapshot of anticipated noise sources and noise conditions typical of

heavy-duty, long-haul trucking operations conditions, and is considered superior to an assumed estimate of noise sources and noise levels. Results and conclusions of the EIR are not affected.

Response JS-39

The commentor's suggested additional measures to reduce operational-source noise are addressed below.

Suggested Measure	Response
1. All truck, tractors and forklifts shall be operated with proper operating and well-maintained mufflers. 2. Maintain quality pavement conditions that are free of bumps to minimize truck noise. 3. Limit the number of idling trucks on the southeastern portion of the site.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations in Response JS-32 vis-à-vis noise-related requirements. As noted in the Noise Impact Analysis, all operational noise impacts are less-than-significant. No additional mitigation of operational noise impacts is required.

Response JS-40

The commentor incorrectly states that "Interstate 15 (I-15) and Interstate 215 (I-215) provide access to the Project are and will most certainly be used to access the Project site." It is noted that I-215 was constructed to run roughly parallel to I-15 between Murrieta (approximately 30 miles south of the Project site) and Devore (located approximately 25 miles to the north of the Project site). In the vicinity of Moreno Valley, while I-215 is acknowledged as providing access, I-15 is located approximately 20 miles to the west. At these distances, I-15 does not provide direct access to the Project site, and on this basis, was not considered as part of the Project's traffic analysis.

With respect to commentor's concerns regarding potential Project-related impacts to I-215, a basic freeway segment analysis has been conducted between Box Springs

Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the Project's Traffic Impact Analysis (TIA Appendix 7.8, included as part of Draft EIR Appendix B). As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. Nor is there an established fair share fee program for potentially affected SR-60 freeway segments. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

<u>Response JS-41</u>

Despite the commentor's assertion that "[t]he Draft EIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project," the Project TIA (Draft EIR Appendix B) provides a summary of the Project's fee obligations in Table 8-

2. The application of fee-based mitigation is summarized at Draft EIR Pages 4.2-25 to 4.2-26; and discussed in greater detail at TIA Pages 200 through 206. The majority of the required improvements identified in the Draft EIR involve Caltrans facilities, improvement of which is outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The commentor's concerns regarding the adequacy of these funding mechanisms will be forwarded to decision-makers for their consideration.

Response JS-42

The commentor's suggested additional measures to reduce traffic-circulation impacts are addressed below. The results and conclusions of the Draft EIR are not affected.

Suggested Measure	Response
1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. 2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site. 3. Reroute construction trucks away from congested streets and sensitive receptor areas.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 4.2-85), "[i]t is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours." No additional mitigation is required.
4. Configure construction parking to minimize traffic interference.	**Replicates existing requirements.** Construction parking is one of many components considered in the required construction traffic management plan. No additional mitigation is required.
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

Suggested Measure	Response
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
8. Provide shuttle service to transit stations/ multimodal centers for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Improve traffic flow by traffic synchronization.	**Replicates existing requirements.** Signal synchronization is currently effected by the City, beyond control or purview of the Applicant. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.

Response JS-43

Please refer to the preceding Response JS-3.

Response JS-44

Contrary to the commentor's assertion, the Project's total water demand is disclosed in the Draft EIR. As discussed in Draft EIR Section 4.5, "Water Supply," and supported by the Water Supply Assessment prepared for the Project by Eastern Municipal Water District (EMWD), the Project's estimated maximum water demand would be 44 acre-feet per year (please refer to Draft EIR Table 4.5-8 on Page 4.5-17). As noted in the Draft EIR, "[w]ater demand for this Project is calculated for planning purposes only, and reflects potential maximum demand conditions. Actual water use will be reduced through conservation, use of water efficient devices, and use of recycled water as it becomes available" (Draft EIR Page 4.5-17).

Response JS-45

The commentor's suggested additional measures to reduce hydrology/water resources/impacts are addressed below.

Suggested Measure	Response
1. Install permeable pavement in car parking areas. 2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.	**Not required, no nexus with significant impacts.** As discussed in the Draft EIR, potential water supply and hydrology/water quality impacts are less-than-significant as mitigated. No additional mitigation is required. The Lead Agency may, at its discretion, impose additional Conditions of Approval supplementing the EIR Mitigation Measures.

Response JS-46

Maintenance of municipal storm drains is not customarily the responsibility of surrounding property owners. Sediment collected within the SR-60 culverts, which are located upstream from the Project site, is removed in the course of regular maintenance activities performed under the direction of the Riverside County Flood Control and Water Conservation District.

In the interest of accuracy, it may be noted that the Project's Hydrology study actually states, "[t]he development may be conditioned to clean the existing sediment build up in the existing triple 60-inch pipes crossing under the 60 Freeway as well as the existing 60-inch pipe [discharging]into the Redlands Boulevard westerly drainage ditch." City Engineering staff may, as part of pre-construction review, include this recommendation as a condition of Project approval. However, despite the assertions of the commentor, the removal of sediment in culverts upstream of the Project is not required "to mitigate for impacts from runoff." Nor would any such requirement be rationally related to impacts by the Project. Potential Project-related drainage impacts are addressed in Draft EIR Section 4.6, Hydrology and Water Quality. No significant impacts requiring mitigation have been identified in regard to hydrology or storm water management.

Response JS-47

As noted on Pages 4.6-22 through 4.6-23 of the Draft EIR, the Project's drainage plan was purposely designed to ensure that runoff from the site does not enter the Quincy Channel. Future drainage improvements associated with the Quincy Channel and its

proposed overcrossing will not affect, nor be affected by, implementation of the Project. The future improvements are noted in the Draft EIR merely as a point of reference.

Response JS-48

The Cultural Resources Investigation prepared for the Project included a records search and above-ground reconnaissance survey, which is customary for pre-development review. No underground investigation is required under the CEQA guidelines, or any federal, state, or local laws or regulations.

The Cultural Resource Investigation and the Draft EIR acknowledge the possibility of historic and/or prehistoric cultural resources being present on the site in a buried context, but no evidence exists to indicate the probability of any on-site archeological or paleontological resources or human remains. Mitigation is provided that requires the use of professional monitors during all Project-related excavation and grading activities. Relevant text from the Draft EIR (Pages 4.7-11 through 4.7-13) has been included below for ease of reference.

> The Project Cultural Resources Investigation report notes that "there was early occupation in the area and evidence of this occupation may be present in a buried context – e.g., evidence of the water well in the center of the property, buried refuse deposits, privies, irrigation systems, foundations, etc. If evidence of such remains is uncovered during the grading of this property, the proponent should contact a qualified archaeologist to assess the find(s) and to make recommendations for a monitoring program to oversee the remainder of the grading program." The report further notes that "the paleontological monitor [discussed below] can also serve to oversee archaeological monitoring and negate the need for two monitors." The following mitigation measures will ensure that the recommendations of the Project Cultural Resources Investigation are implemented during Project development.

Mitigation Measures:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. All recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

The results and conclusions of the Draft EIR are not affected.

Response JS-49

The commentor appears to misconstrue the intent of Mitigation Measure 4.7.1, the text of which is provided as part of the preceding Response GB-48. As stated in this measure, the monitor is to be adequately "equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays." Further, no time limit or emphasis on urgency is placed on the "temporary" halt on construction activities. Rather, Measure 4.7.1 states, "[t]he monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification." Mitigation Measure 4.7.3, included below for ease of reference, contains wording similar to that of Measure 4.7.1, specifically in regard to the potential occurrence of paleontological resources.

> *4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*
>
> - *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
> - *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
> - *Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
> - *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
> - *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon*

exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays,* ***consistent with the requirements of California Public Resources Code Section 21083.2.*** *The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2.,* ***resources shall be left in an undisturbed state. Where preservation in place is infeasible, a~~A~~ll*** *recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum*

repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

To ensure monitoring and enforcement, these revisions to Mitigation Measures are reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata.

Response JS-50

As noted in the preceding response JS-49, despite the commentor's assertions to the contrary, Draft EIR Mitigation Measures 4.7.1 and 4.7.3 do not include restrictions or limitations on the time that would be allowed for adequate monitoring and recording of cultural resources. As further discussed in the preceding response JS-49, the wording of these measures has been amended to clarify that, if found, cultural resources would be preserved in place where appropriate.

Response JS-51

Despite the commentor's assertions to the contrary, the Project's potential effects on common wildlife species have been addressed in *Report On Habitat Assessments and Biological Surveys for the West Ridge Project Site* (Harmsworth Associates) October 2008, presented at Draft EIR Appendix D. Relevant text is excerpted below for ease of reference.

> **5.8 Direct impacts to wildlife**
>
> **5.8.1 Common Wildlife**
>
> The primary impacts of the project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. These impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated

in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Report on Habitat Assessments, Page 36).

This same material discussion appears in the body of the Draft EIR.

Common Wildlife Species

The primary impacts of the Project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the Project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. However, these impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Draft EIR Page 4.8-25).

No potentially significant impacts have been identified, and no mitigation is required. The results and conclusions of the Draft EIR are not affected.

Response JS-52

The commentor recommends additional measures to be implemented to reduce the Project's adverse effect on scenic views in the Project area. The Draft EIR acknowledges, in Section 4.9, "Aesthetics," that implementation of the Project would obstruct or alter views from major roadways and surrounding areas, and would therefore have a

substantial adverse effect on a scenic vista, which is a significant individual and cumulative impact.

No feasible mitigation measures were identified within the Draft EIR which would reduce this loss of viewshed. All other potential aesthetic impacts of the Project were determined less-than-significant.

The particular mitigation measure suggested by the commentor is presented and responded to below:

1) *Preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County.*

The City does not currently conduct a program that would allow for the purchase of off-site areas for "scenic preservation," as suggested by the commentor, nor is it aware of other such programs offered by agencies or organizations within the Western Riverside County area. Moreover, preserving another existing scenic view elsewhere would not serve to mitigate the impacts of this Project. While the value of off-site mitigation for certain environmental impacts (e.g., biological habitat areas) has been demonstrated, the application of the proposed measure in regard to aesthetic impacts is considered infeasible.

<u>Response JS-53</u>

As noted in the Draft EIR (Pages 5-25 and 5-26), §15126.6 of the *CEQA Guidelines* states that an EIR must describe a range of reasonable alternatives to the Project, or to the location of the Project, which would feasibly attain the Project objectives, but would avoid or substantially lessen any of the significant environmental effects of the proposal. As further presented in the *CEQA Guidelines*, an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation. To this end, the *CEQA Guidelines* indicate that the

range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of Project Objectives.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives. The text on Draft EIR Pages 5-35 through 5-44 provides the basis upon which each of the considered alternatives was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response JS-54

The exhibits identified by the commentor and provided as part of these comments have been included in Appendix A of this Final EIR.

Response JS-55

The commentor attaches various professional references. No response is required.

From: Shelly Mesa [shellymesa@roadrunner.com]
Sent: Monday, December 06, 2010 1:35 PM
To: Jeffrey Bradshaw

Subject: Questions about Sketchers, Westridge Commerce Center and Pro Logis projects.

Dear Jeffrey,

Hello, I am a concerned homeowner my name is Shelly Mesa, we bought out here 5-years ago and have been enjoying our beautiful view of the Badlands as well San Bernadino Mountains. I am concerned about all the changes that are taking place around us! I have been active an obtaining signatures against this project, just to be disappointed in our City Officials who over rode the City"s Planning Commision Votes, because their back pockets were padded by Mr. Benzeevi, as well as The Sequoia Club being bought, who had an active interest as well about the Enviromental Impact this will have on our "Beautiful Land." I intended to be out here thru our "Retirement Years". But what is to become of the East end of Moreno Valley? SM-1

1. How will the toxic diesal truck emmisions affect the people who will live on the south side of Fir when both the Warehouse and Pro Logis as well as Sketchers are at full operation? SM-2

2. What measures could be implemented during the construction and operation of this warehouse which could lesson the impact on noise, air quality and global warming, but which you are not going to put in place? SM-3

3. What will you do to protect the Warehouse Wokers from the effects of toxic diesal pollution? SM-4

4. How many toxic diesal trucks do you calculate to use Redlands Blvd. to come north out of town when Sketchers, Westridge Commerce Center and Pro Logis are in full operation? SM-5

I am concerned that if we don't take a stand we will have nothing but warehouses and low income apartments here in our community! SM-6

Sincerely
Shelly Mesa

SHELLY MESA

Email Dated December 6, 2010

Response SM-1

The commentor's concerns and opinions will be forwarded to decision-makers for their consideration.

Response SM-2

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant with mitigation, on both an individual and cumulative basis (i.e., with the Project alone and with the development of the ProLogis and Highland Fairview project, as well as other anticipated cumulative growth). Please refer also to Responses LA-1, FNSJ-8, *et al.* addressing diesel emissions impacts.

Response SM-3

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have otherwise been employed within the Draft EIR to reduce any potentially significant impacts. As discussed at FEIR Section 2.0, additional/revised mitigation has been incorporated based on comments received on the Draft EIR. Inclusion of these measures does not however, materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

As disclosed in the DEIR, even with the application of mitigation, the Project will result in certain significant and unavoidable air quality and noise impacts. A summary of significant impacts is presented at DEIR Pages 1-17 through 1-20.

Response SM-4

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpt from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response SM-5

Opening Year Cumulative Conditions for area roadway segments, including Redlands Boulevard, are identified in the Draft EIR at Table 4.2-13 (Pages 4.2-61 to 4.2-62). Section 4.2 of the Draft EIR further identifies the number of trucks that will be accessing the site

and vicinity projects on Page 4.2-18. This discussion is presented below for ease of reference.

> As seen in [Draft EIR] Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour.

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Response SM-6

The commentor's concerns will be forwarded to decision-makers for their consideration.

From: ned newkirk [ned_newkirk@verizon.net]
Sent: Monday, December 06, 2010 3:00 PM
To: Jeffrey Bradshaw
Subject: Proposed West Ridge Commerce Center

Name: Ned and Dawn Newkirk Phone: 951-242-3055 Address: 29080 Dracaea Avenue--
MorenoValley, Ca. 92555
Email Address: ned_newkirk@verizon.net

How does the the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan? NDN-1

As new warehouses such as Skechers and the proposed West Ridge Commerce Site are very near to residential areas, what measures will be required to reduce the size and starkness of the warehouses that are very close to these residential areas? If you do not require measures for warehouses to esthetically fit into the neighborhood, residential property values could be dramatically affected and reduced. NDN-2

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? NDN-3

What warehouses are under consideration for the Eastern end of the City of Moreno Valley consisting of the area from Moreno Beach to Gilman Springs Road and Ironwood Ave to south of Alessandro Blvd? NDN-4

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? NDN-5

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? NDN-6

What will you do to protect nearby residents from the effects of toxic diesel pollution? NDN-7

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? NDN-8

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? NDN-9

How will this project be growth inducing for similar projects? NDN-10

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, WestRidgeCommerceCenter and Pro Logis are in full operation? NDN-11

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists [illegible] LOS be as a result of these three warehouses? NDN-12

NED AND DAWN NEWKIRK

Email Dated December 6, 2010

Response NDN-1

The commentor inquires: "How does the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan."

The commentor's inquiry is not specific to the Project or the EIR and absent further explanation, does not allow for on-point response. Moreover, there is no formal adopted "Moreno Valley Beautification Plan." Notwithstanding, as discussed in the Draft EIR (Pages 4.1-17 to 4.1-20), uses proposed by the Project are consistent with applicable General Plan Land Use Policies. It is presumed that other projects proposed for development within the Project area (warehouses or other uses) will be subject to a similar consistency analysis.

Individually and cumulatively significant aesthetic impacts of the Project are also acknowledged in the Draft EIR.

AESTHETICS **Project-Specific Significant Impacts**

Change to Scenic Vistas

Construction of the proposed Project would result in interrupted or obstructed views of off-site scenic areas. This is recognized as a significant and unavoidable aesthetic impact.

Cumulatively Significant Impacts

The Project will restrict or interrupt both near and distant views in the Project area, and in combination with other vicinity development, will cumulatively result in a substantial adverse effect on scenic views in the Project area. The cumulative effects of the Project in regard to scenic vistas are determined to be significant.

(Source: Draft EIR Table 1.8-1, Pages 1-19, 1-20)

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

Response NDN-2

The Draft EIR's discussion of Aesthetics (Section 4.9) addresses the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings. The Draft EIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. However, the analysis concludes that no potentially significant impacts would occur in this regard. The relevant text from Draft EIR Page 4.9-22 is provided here for ease of reference.

> Properties to the south of Fir (future Eucalyptus) Avenue are currently zoned for large lot residential uses. To provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary. This wall will be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti.
>
> As supported by the preceding discussions, and with implementation of the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant.

Response NDN-3

The commentor expresses concerns about the effect of diesel truck emissions on the sensitive receptors located on the South side of Fir Avenue.

A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk

shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [10]

Response NDN-4

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. These include the recently approved Highland Fairview Corporate Park, and the proposed ProLogis warehouse project. To date, no further inquiries, applications, or other proposals have been received by the City in regard to development of the types of land uses referenced by the commentor.

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10 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

It may be noted that a "Logistics Modified General Plan" development concept was included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16). This development concept addressed the possible future development of a substantial number of warehouse facilities in the eastern end of the City.

For the purposes of the Westridge Commerce Center Draft EIR analysis, the City does not consider the "Logistics Modified General Plan" (LGMP) proposal included within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development concept was not included among those identified as "related projects" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

Response NDN-5

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, the Project will result in certain significant and unavoidable air quality and noise impacts.

Response NDN-6

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response NDN-7

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant as mitigated.

Response NDN-8

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the

Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

<u>Response NDN-9</u>

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response NDN-10

The commentor expresses concern regarding the growth inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth. Moreover, the Project is consistent with the adopted General Plan, would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response NDN-11

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19,

acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

<u>Response NDN-12</u>

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR

Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:16 PM
To: Jeffrey Bradshaw; John Terell
Subject: DEIR Comments for Ridge-1
To: Jeff Bradshaw,

These are my comments and questions concerning the Westridge Commerce Center Project.

My biggest concern and questions are regarding the cumulative effects of the 35 million square feet of warehousing proposed for this area of the city. The law requires that the FEIR address the cumulative impacts of the entire known proposal. The Agency (the city of Moreno Valley) is well aware of the fact the developer that owns most the raw land in this area wants to turn this area into another Mira Loma type warehouse district encompassing 35 million square feet of warehousing. The city has an obligation to make sure that the impacts of all 35 million square feet are addressed in this document. It is not acceptable for the city to pretend it doesn't know about these other planned warehouses. The fact they have not submitted an application yet has no bearing on the known intended plan. I will include the Press-Enterprise article in which these35 million square feet warehousing plan was detailed. DR1-1

There is only one actual lane on the westbound 60that leaves Moreno Valley and continues to Riverside. How are all these trucks going to affect the traffic going west on the 60? How is the truck traffic from the other 30 million square feet of warehouses going to affect the truck traffic?Is the city going to let this developer lie about the traffic the way they let Highland Fairview lie? Is this developer going to be allowed to show unrealistic videos of dream traffic or they going to be required to tell the truth? What is the impact of the additional truck traffic from this approximately one million square foot warehouse on the one actual lane that leaves Moreno Valley and continues to Riverside?What is the impact of the truck traffic from all 35 million square feet of warehousing on the one lane of the 60 that leaves Moreno Valley and continues to Riverside? DR1-2

We know we are not going to meet our 2015air quality targets. How are we going to meet them by adding warehousing that is not even required to meet LEED standards? Why would we add anything that is not required to meet LEED standards? How much farther over our target will we be with the addition of a one million square foot warehouse? How much farther will we be over our target with the entire 35 million square feet of warehousing proposed? DR1-3

The City of Moreno Valley has some of the most beautiful vistas in the Inland Empire. Why does the consortium this developer belongs to think it is ok to rape the views of this city when other locations would serve the same function without doing so? Why does this consortium of developers think so little of the beauty of Moreno Valley that they would destroy it just to make a couple extra bucks? There are plenty of parcels in the flat area where warehousing was intended to go. I know because my home overlooks this area. Why is this consortium of developers destroying the vistas of people who have lived in their homes many over 20 years when they don't have to? Nobody that cared for our city would so callously destroy it! Why would we want to do business with developers who care nothing for our city? DR1-4

Why is this consortium of developers building off the 60 when the 215 is a much better location? The 215 has millions of federal money spent and planned to be spent on it. The 60 has no plans to add more than the one and only west bound lane that leaves the city and continues into Riverside. March Global Port by the 215 has an airport and is nearer to the railroad. Why isn't this warehouse being proposed in the area of the city that was intended for a warehouse? Why not the March Global Port? DR1-5

The Skechers project caused animosity that still has not been resolved. This developer knows that. Why does this developer and the consortium he is aligned with think it is ok to emotionally tear a city apart? Why doesn't this developer care about the quality of life of the residents most affected by this project?

Knowing how you feel and knowing what you want to say is much easier than typing it. I sincerely hope you will answer all my concerns about this project. DR1-6

PS. I referenced newspaper articles that I will send separately

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno Valley CA 92555

DEANNA REEDER, LETTER 1

Email Dated December 6, 2010

Response DR1-1

The commentor expresses concern regarding "the cumulative effects of the 35 million square feet of warehousing proposed . . . ," citing an article from the *Press Enterprise* newspaper dated August 21, 2008 which references a "Logistics Modified General Plan" development concept included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16).

The *CEQA Guidelines* (Section 15130, subd. (b)(1)(A)) state that "a list of past, present and probable future projects" may be used to provide an adequate discussion of significant cumulative impacts. No active application exists for Logistics Modified General Plan (LGMP) proposal. Nor does the City consider the LGMP proposal cited within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development is not included as a "related project" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

To date, no further inquiries, applications, or other proposals have been received by the City in regard to the possible amendment of the General Plan or the Moreno Highlands Specific Plan to support the type of development referenced by the commentor. As

identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the adopted City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

The commentor's concerns and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

Response DR1-2

In regard to cumulative traffic impacts, please refer to the preceding Response DR1-1. In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As

noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response DR1-3

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

Although the ultimate level of LEED certification cannot be determined at this time, since the tenant and therefore specific environmental strategies to be employed at the facility, are unknown, it is important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

The commentor refers to "our 2015 air quality targets" but does not quantify or otherwise specify "our targets." The Project is consistent with land uses plans, and emissions reductions programs, and emission control strategies outlined in the applicable Air Quality Management Plan (DEIR at Pages 4.3-49 through 4.3-52). The Project further incorporates all feasible measures to reduce its air quality impacts. Please refer also to the preceding Response DR1-1. The commentor's statements are forwarded to the decision-makers.

Response DR1-4

The Draft EIR addresses the Project's potential aesthetic impacts in Section 4.9, and acknowledges that implementation of the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact. The suggested relocation of the Project is addressed in the following Response DR1-5. The commentor's statements and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

Response DR1-5

In regard to the commentor's suggestion that the Project be located in another area of the City, several alternative sites were analyzed as part of the Draft EIR (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or

substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

Response DR1-6

The commentor's concerns and opinions are forwarded to decision-makers for their consideration.

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:23 PM
To: Jeffrey Bradshaw
Subject: DEIR Comments Ridge-2
To Jeff Bradshaw,

This is the article I referenced in the first email.

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno valley CA 92555

DR2-1

More distribution centers proposed for Moreno Valley's eastern side

Download story podcast

10:00 PM PDT on Thursday, August 21, 2008

By DAN LEE
The Press-Enterprise

MORENO VALLEY - Highland Fairview Properties, the developer of the Aquabella residential project and the Skechers logistics facility, is considering plans to build as much as 35 million square feet in distribution centers on the eastern side of town.

That potential scenario was included in the draft environmental impact report that the Michael Brandman Associates consulting firm prepared for the Skechers project. It would affect about 1,800 acres south of Highway 60 and between Redlands Boulevard and Gilman Springs Road, reducing the number of homes allowable in the Specific Plan in the area and increasing the land devoted to industrial uses.

Although the 1.8 million-square-foot Skechers building is a separate project, Highland Fairview President Iddo Benzeevi said the scenario was included in the report because residents had asked what might happen if that area, known as the Moreno Highlands, was developed into a business park. Highland Fairview has not formally submitted any proposal for logistic centers in the Moreno Highlands area.

Story continues below

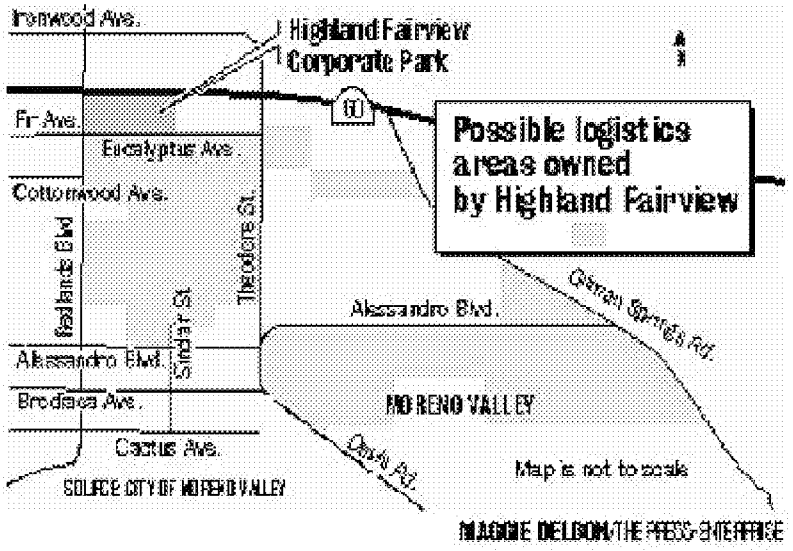

"It is an alternative that will be evaluated," Benzeevi said by phone. "We're looking at every possibility."

Any such proposal would require revising the Moreno Highlands Specific Plan, which would require the city Planning Commission and the City Council to hold public hearings prior to approval, city Planning Official John Terell said by phone.

Jobs

The City Council had approved the Moreno Highlands plan in 1992. The 3,000-acre, master-planned community would include 7,700 homes, a 600-acre business park, schools, golf courses and 120 acres of city parks. It would add as many as 30,000 new residents to Moreno Valley and 21,000 jobs, according to city estimates at the time.

Environmental activists sued the city over the plan, claiming that traffic, air pollution and potential earthquake hazards were not adequately addressed. They also argued that the planned community threatened the nearby San Jacinto Wildlife Area.

Although the projects' developers decided not to shelve their construction plans in June 1993, citing the economic downturn at that time, a judge in May 1994 ruled that the city had approved the Moreno Highlands plan properly. The Moreno Highlands community remains unbuilt.

Benzeevi said it is critical that Moreno Valley develop more of an employment base: Only about 3 percent of Moreno Valley's land can generate jobs, compared with the 10-20 percent in most cities. Without sufficient local jobs, residents are forced to commute out of town for work, creating traffic and causing them to have less time with their families, he said.

"It is just not acceptable," Benzeevi said. "We need to build sustainable communities."

A big part of the original Highlands plan already was intended for industrial uses, the developer added. With the addition of distribution centers the Moreno Highlands area could generate more than 26,700 jobs, according to Michael Brandman Associates.

Jamil Dada, chairman of the Moreno Valley Chamber of Commerce, said he agrees that Moreno Valley needs jobs. Dada has supported the Skechers project and proposals by ProLogis and First Industrial Trust to build distribution centers nearby.

Dada added, however, that he would like to see city officials determine what Moreno Valley residents want on the eastern end. He also said he would like to know what the environmental impact of the proposed changes might be.

'Still a Mess'

A new grassroots group called Residents for a Livable Moreno Valley is expressing concern about the proposed distribution centers. Spokesman Bob Franz said he is not opposed to growth or creating more jobs, but building distribution centers in eastern Moreno Valley does not make sense, given the traffic and pollution.

"It's already still a mess heading west (on Highway 60)," Franz said by phone. "I don't think it's a good idea taking trucks east through the Badlands."

The addition of logistics buildings to the Moreno Highlands would result in less traffic and overall pollution emissions than the land uses under the existing plan, according to Michael Brandman Associates. However, it would result in increased diesel emissions, the consulting firm found in its report.

Benzeevi said any logistics or distribution centers built in the Moreno Highlands area would be built to the same standard as the Skechers building, which is seeking the highest rating under the Leadership in Energy and Environmental Design standards. The developer added that Highland Fairview would take the necessary steps to minimize the effects on air quality and traffic as much as possible.

The logistics proposal and the future of eastern Moreno Valley are expected to be issues in the Nov. 4 election for the 3rd Council District seat, which represents the area.

Incumbent Frank West has said his constituents are concerned about building distribution centers on the eastern end of Moreno Valley. But West has four challengers: Robin Hastings, Mike Rios, Ray Carbajal Jr. and Robert Burks.

Moreover, the Moreno Valley Taxpayers Association has spent about $120,000 on a campaign to oust West and fellow incumbent Councilman Charles White. Highland Fairview Properties has contributed $60,000 to the effort, according to the most recent campaign finance reports that have been submitted.

Reach Dan Lee at 951-763-3457 or dlee@PE.com

DEANNA REEDER, LETTER 2

Email Dated December 6, 2010

Response DR2-1

Receipt of the article referenced in the commentor's preceding correspondence (referenced in this document as "Deanna Reeder, Letter 1") is acknowledged. The preceding responses DR1-1 through DR1-6 are provided to address the commentor's specific concerns.

From: sgcricket@aol.com
Sent: Friday, December 03, 2010 11:58 AM
To: Jeffrey Bradshaw
Subject: Public Comment on West Ridge Commerce Center

Comments: West Ridge Commerce Center Draft EIR
From: Residents for a Livable Moreno Valley

Residents for a Livable Moreno Valley is concerned that the City of Moreno Valley is not moving in the direction as stated in the General Plan. The eastern end of the City has the potential to develop into something the residents can be proud to share. There are mountain views, Lake Perris Recreational Area, Riverside County Conservation Area land, San Jacinto Wildlife Area and San Timoteo State Park surrounding this portion of Moreno Valley. The pathway chosen by Council and reflected in past General Plan changes is a concern. The City must:

1. Increase employment
2. Improve high school and college graduation rates
3. Raise the median income of the City
4. Provide a variety of housing for the residents
5. Protect the health and safety of the residents

Warehousing provides none of these benefits to the citizens. The number of employees per square foot of warehouse is minimal, the education requirements are marginal, the salary of a warehouse employee will not provide a middle/upper middle class life style, the location of warehouses will discourage construction of large, estate homes, the accumulated pollution will create health hazards for residents, and the dangerous conditions on SR 60 will not be addressed. RLMV-1

My questions to the developer (and Council, which has power to approve General Plan amendments):

1. Employment
   How many permanent employees per square foot will be working on site after construction? How many employees per square foot are employed at a Business Park designation?
   If the public wants to know the number of employees, will the tenant's personnel offer to provide this?
   If Moreno Valley residents are expected to tolerate the pollution, traffic and noise associated with warehouses, what percentage of City residents will be hired for the facility and will personnel make proof of residency available?

2. Education
   If the education needed for a warehouse position does not require a high school diploma or equivalency, how will this project improve the incentive for students to graduate?
   What percentage of positions will require post-high school education?
   What percentage of positions will require a 4 year college degree?
   What support will the employees receive to attend RCC or trade schools?

3. Income
   What will be the median and average salaries for the proposed warehouse employees?
   Will the median and average be above or below the median and average income for Moreno Valley?
   If the median and average is below that of the current City income, how will the warehouse help to raise that statistic?

4. Housing
   Where in Moreno Valley will the "estate" housing be built?
   Warehousing presents a stigma for the development of upper end housing. How will this provide a positive direction for the City?
   For every apartment unit built for homeless and low income warehouse employees, why isn't a home built that is above the average home cost?
   How will warehousing stop the downward spiral of low cost housing that is not balanced with an increase in upper end homes?
   What will stop the median home cost from going down and making the City look less attractive to those with money to buy?

RLMV-2

5. Health and Safety
   Why is Caltrans not being tasked to provide safe improvements to Highway 60 BEFORE the increase in truck traffic?
   Why are overpass improvements considered sufficient to improve traffic flow?
   Why is the cumulative effect of future development not considered?

RLMV-3

Why are two lanes in each direction considered sufficient when they are immediately impacted by one truck passing another?
Why is the one lane merge from the 60 to the 215 considered a final solution when accidents occur daily and deaths occasionally? What amount of "backup" is considered tolerable? RLMV-3 (cont'd)

What buffer is provided between residential zoning and the project? Business Park is considered a buffer between Light Industrial and residential. Does this mean that should the zoning be changed to Light Industrial to accommodate the project, the land south of the project will be rezoned as BP? RLMV-4

Sincerely,
Residents for a Livable Moreno Valley
3 December 2010

RESIDENTS FOR A LIVEABLE MORENO VALLEY

Letter Dated December 3, 2010

Response RLMV-1

The commentor's views in regard to the City's direction and potential, along with their concerns regarding warehouse development, are forwarded to decision-makers for their consideration.

Response RLMV-2

The purpose of the California Environmental Quality Act (CEQA) is to identify and determine the significance of the environmental effects caused by a project. As noted in *CEQA Guidelines* Section 15064 subd. (e), "[e]conomic and social changes resulting from a project shall not be treated as significant effects on the environment."

No physical changes resulting from the Project's potential economic or social changes have been identified, and as such, the Project's potential economic effects were not addressed within the Draft EIR. While outside the scope of the Draft EIR, the commentor's questions regarding employment, education, income and housing are forwarded to decision-makers. It may be noted that no amendment to the General Plan is proposed as part of the Westridge Commerce Center Project, nor would a General Plan amendment be required in order to approve the Project.

Response RLMV-3

The timing of roadway improvements on the SR-60, which are jurisdictionally controlled by Caltrans, is outside the control of the Applicant and the Lead Agency (the City of Moreno Valley). It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area.

The commentor's question in regard to overpass improvements appears to misconstrue the findings of the Draft EIR. The commentor is referred to Draft EIR Section 4.2, "Traffic and Circulation," which identifies a combination of Project improvements and mitigation measures mitigation to address the Project's potentially significant traffic impacts. While the overpass improvements identified in the Project's Traffic Impact Analysis (and summarized in Draft EIR Table 4.2-15) are expected to improve traffic flow, the Project was found to result in significant cumulative traffic impacts that cannot be sufficiently addressed by overpass improvements alone.

The Draft EIR considers, at some length, the cumulative effects of future development. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A discussion of the Project's potential cumulative impact is included in each of the Draft EIR's topical analysis sections, and potential impacts are summarized in Section 5.1, "Cumulative Impact Analysis" (Pages 5-1 through 5-25).

The number of lanes required for local streets within the Project vicinity is determined by the City of Moreno Valley General Plan Circulation Element, which is available for review at the City's Planning Department, or online at the following website: http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/5-circu.pdf.

In regard to the referenced "one lane merge from the 60 to the 215," the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be

nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Effects of cumulative development of concern to the commentor are addressed at DEIR Section 5.1, "Cumulative Impact Analysis." Topical areas considered therein include:

- Cumulative Impacts Related to Land Use and Planning;
- Cumulative Impacts Related to Traffic and Circulation;
- Cumulative Impacts Related to Air Quality;
- Cumulative Impacts Related to Noise;
- Cumulative Impacts Related to Water Supply;
- Cumulative Impacts Related to Cultural Resources;
- Cumulative Impacts Related to Biological Resources; and
- Cumulative Impacts Related to Aesthetics.

Response RLMV-4

As presented in the Draft EIR (Page 4.9-22), "[t]o provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). The proposed buffer/setback incorporated in the Project design also provides physical separation between the Project's operational activities and southerly adjacent land uses, acting to reduce potential environmental impacts (e.g. noise and air quality impacts) received at off-site land uses. This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary."

Related to design and implementation of the Project setback described above, the Project includes a discretionary action (Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts]. The proposed code amendment requires buffering between Residential districts and industrial and warehouse structures greater than 50,000 square feet in building area (such as the Project). More specifically, as provided under proposed Code Section 9.05.040 Industrial Site Development Standards, Section B, 9. :

> 9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

The above requirements would apply to the Project and would act to ensure the protection of the health, safety and welfare of future residents. While it is acknowledged that the Project proposes a change of zone from Business Park to Light Industrial, no other zone changes are proposed.

From: George Hague [gbhague@gmail.com]
Sent: Monday, December 06, 2010 4:52 PM
To: Jeffrey Bradshaw
Subject: Please confirm = II Additional Sierra Club comments to Westridge Commerce Center's DEIR

From: George Hague [mailto:gbhague@gmail.com]
Sent: Monday, December 06, 2010 11:40 AM
To: Jeffrey Bradshaw
Subject: Additional Sierra Club comments to Westridge Commerce Center's DEIR

Good morning Mr Bradshaw,

Please use these comments instead of what I sent you at 11:40 am today.

Re: Comments to the Westridge Commerce Center Draft Environmental Impact Report (DEIR)

During Thursdays Informational meeting the Consultant said that Appendix B would show that the Moreno Highlands project would be included. Using cumulative development from Chpater 5 and appendix B one does not find the Moreno Highlands Project. You do not even include Moreno Highlands at build out, but instead use 2013 as some magical date. Based on this standard if Moreno Highlands is not build for another 20 years then we can just approve all other lands with projects which would use all of SR 60 capacity- SC-1
without factoring Moreno Highlands into the equation. How can Moreno Valley allow what is shown on Exhibit 7-2 where the SR-60 westbound traffic is Four times the present level in 25 years? SR-60 can not handle the traffic we presently have. The Final EIR will be inadequate unless you can show the LOS at the point where SR-60 & I- 215 connect heading west with today's traffic, with this project added and 25 years from now with its ultimate improvement according to the RCTC. The same needs to be done heading east on SR-60 at the point it passes over Pigeon Pass/Frederick Street. The City then needs to explain how anyone will want to do business in a city that doesn't allow you to move through except at a crawl. SC-2

Whenever Skechers or the Highland Fairview project is mentioned you need to include both approved warehouses on their site as well as all the other commercial and land uses approved-- not just the single Skechers warehouse. This is true for not only for all Sierra Club comments, but all other comment letters on this project-- or your EIR will be inadequate. SC-3

How many diesel truck trips are expected to/from this project site and during what times of the day? Please respond to all question submitted to this DEIR within the Final EIR and not redirecting the public to someplace in the DEIR. SC-4

Building to LEED certification is good, but explain why the project will not try for at least Silver. There are many good ideas which could be designed/built into this huge warehouse to make it a environmentally superior and healthier project for Moreno Valley. The FEIR must list all those ideas which you will not incorporate into the project and fully explain why not. This must include those ideas which would lessen the projects impacts on Air Quality, Greenhouse Gas, and Global Warming. How will this project either help meet the goals of AB 32 or hinder our City's fair share in meeting its goals and standards? SC-5

The Sierra Club believes the impacts to Agricultural resources are considerable and need to be thoroughly discussed in the FEIR. The Lands of Local importance can not be just dismissed. Your project is growth inducing and could lead to the destruction of one of the last citrus groves in our city with the approval of Pro Logis. SC-6

How many diesel Trucks trips are calculated to use Redlands Blvd to enter/exit the city from your project? When combined with Skechers and ProLogis how many truck trips are calculated to use Redlands Blvd to enter/exit Moreno Valley. When you combine all three of these warehouses, operating a full capacity, with the existing background traffic, how many diesel trucks trips will use Redlands Blvd to enter/exit our city? SC-7

Since all diesel trucks must use Fir Street to enter/exit the project, how can you say the project is a safe distance from the property zoned residential across the street from your project? How will all the diesel trucks impact these future residents during your 24-7 operation? How does the toxic diesel emissions change during acceleration/deceleration as the trucks enter/exit the project? Your analysis of impacts must take this into consideration. With your growth inducing impacts how many diesel trucks will be using the improved Fir Street, adjacent to your project and future residents, when both approved warehouses at the Highland Fairview project, and Pro Logis are in full operation? SC-8

Please explain why reclaimed water will not be used? Between this project and Skechers you should be able to bring it north to serve both the needs of both sites. SC-9

The Sierra Club believes the DEIR fails to fully explain all the direct, indirect, growth inducing and cumulative impacts. The cumulative development list is not complete. The alternatives need to be further developed--especially since this project will not be built for perhaps years and there are existing warehouses sitting unoccupied. SC-10

The Sierra Club appreciates the opportunity to continue to add comments to this project's environmental documents. Please keep me informed of all future meetings and documents by using the address below. SC-11

Sincerely,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

26711 Ironwood Ave
Moreno Valley Ca. 92555

SIERRA CLUB (GEORGE HAGUE)

Email Dated December 6, 2010

Response SC-1

It is presumed that the commentor's references to the "Moreno Highlands project" are intended to mean the Moreno Highlands Specific Plan, which was approved in 1992. Because approval of this Specific Plan preceded the adoption of the City's existing General Plan, the land uses approved as part of the Specific Plan are reflected in the adopted General Plan land use designations, which were the basis for the Draft EIR's consideration of ambient growth.

The year 2013 is utilized within the Project's Traffic Impact Analysis (TIA) and identified in the Draft EIR as the Project's anticipated opening year. As noted on Draft EIR Page 4.2-15, "[t]he City requires development TIAs to analyze a horizon year that is a minimum of five (5) years from baseline existing (2008) conditions reflected in the TIA. Accordingly, the potential traffic impacts of the Project are determined for 2013 ("Opening Year") conditions. This includes the application of an assumed background growth factor, to which traffic generated by known or probable 'related projects' was added."

Response SC-2

In regard to the commentor's concerns regarding traffic growth on SR-60, the Project TIA (included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather

to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response SC-3

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. Included for the Highland Fairview Corporate Park were the following anticipated land uses: Logistics (2,410,000 square feet); Retail/Outlet Center (10,000 square feet); and Community Commercial (200,000 square feet). A review of the Highland Fairview Draft EIR (available at the City of Moreno Valley Planning Department) indicates that this is the maximum development scenario for this recently approved project.

Response SC-4

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).

[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

The germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations."

Response SC-5

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

As noted on Draft EIR Page 4.3-110, "the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. As such, a qualitative assessment of the Project impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report, supports the conclusion that the Project GHG emissions are not cumulatively considerable. [Draft EIR] Table 4.3-21 identifies the various sources of guidance for determining the significance of impacts from GHG emissions, and the applicability of each source to this Project. Further, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures."

Contrary to the commentor's assertion otherwise, the FEIR need not list and evaluate all mitigation measures offered. With specific regard to potential GHG/GCC impacts (and measures offered to reduce potential GHG/GCC impacts), the Project's individual and cumulative impacts GHG/GCC impacts are substantiated to be less than-significant (DEIR Pages 4.3-88 through 4.3-11; DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and

Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

Response SC-6

Despite the commentor's assertions, the Draft EIR does not "just dismiss" potential impacts to agricultural resources. As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. The potential loss of agricultural land throughout the City attributable to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR, available for review at the City of Moreno Valley Planning Department) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required.

The commentor's opinions in regard to the potential impacts of the proposed ProLogis project are forwarded to decision-makers for their consideration.

Response SC-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Exhibit 5-4 in the Project TIA (Draft EIR Appendix B) identifies the truck trip distribution anticipated at General Plan Buildout, which includes traffic generated by the Project, the Projects referenced by the commentor, and all other known and probable development that is anticipated to occur at the SR-60/Redlands Boulevard Interchange.

Response SC-8

The commentor expresses concerns regarding diesel emissions from vehicles traveling along Fir (future Eucalyptus Avenue) and their potential impacts at adjacent residential uses. A Health Risk Assessment of Diesel Particulate Emissions was prepared to

address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment (HRA) was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA arguably consider potential worst case cancer risk exposure by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, and a portion of each 24-hour cycle is spent indoors. In addition, individuals and families at a given location for 70 or even 30 years would be considered the exception rather than the norm. The California OEHHA has indicated that based on EPA studies, the EPA

recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

In response to the commentor's specific concerns regarding potential cumulative effects of DPM emissions, regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as

discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [11] Please refer also to Response SC-4.

Response SC-9

Developments within the Project area are reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Ultimate timing and provision of recycled water to the Project will be determined by EMWD, not the Applicant or the Lead Agency. To assert or assume otherwise is speculative. As noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In

11 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."

Response SC-10

The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration during deliberations on the Project. The cumulative project list was compiled in consultation with City staff, and includes Projects that are consistent with those of other EIRs that have been prepared by the City for development proposals in the vicinity of the Project. The commentor is also directed to Draft EIR Section 5.2, which includes a comprehensive discussion of the potential for other approved warehouse projects to serve as an alternative to the proposed Project site.

Response SC-11

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings.

Thomas Thornsley
29177 Stevens Street
Moreno Valley, CA 92555

December 5, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552

Via e-mail: JeffreyB@moval.org

Dear Mr. Bradshaw:

Re: Draft Environmental Impact Report (DEIR) Westridge Commerce Center, SCH#: 2009101008

As a concerned residents on the east end I have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center. I can not agree with some of the conclusions because it appears that some impacts are being written off because the City simply has not taken a progressive stand on potential development impacts or adopted stricter criteria for development (i.e.: enhanced development standard and limited design guidelines, or full improvements with future restitution.). As with most projects requirinig EIRs this project has some significant impacts that, quite simply, are being written off because the impact can not be completely mitigated to below a level of significance. However, several impacts could be lessened with further mitigated than what is proposed; most notable with regard to Traffic Impacts. In these instances it would be prudent to impose mitigation(s) to further lessen those impacts, thereby, leaving a smaller intensity of impacts that to be overridden by the City Council. TT-1

Project Description – So much of this document reads like "boilerplate text" and it fails to provide complete account of the entire project in any one location. The full project description is hard to quantify without looking in several places in two separate chapters. Even then the proposed Amendment to the Municipal Code related to providing "objective standards for the development of Light Industrial uses adjacent to residentially zoned property," fails to be detailed anywhere in the text and I am unable to determine what changes are being made. So therefore I ask: TT-2

- Why are you not providing a detailed description of the code amendment?
- What are the details of the proposed amendment? (Provide current text and proposed text.)

Aesthetics

Loss of Scenic Vista – The DEIR states that there is no feasible way to reduce impact (lost view of the surrounding hills) below a level of significance which may be true, but man-made enhancements along the 60-Freeway can offer a new pleasurable scenic vista thus mitigating a substantial amount of the loss. As such this issue should be addressed in greater detail to enhance what is lost for the community. TT-3

- Why is this project not offing to better enhance and screen the view from 60-Freeways with more extensive architectural relief, landscaping and a screen wall? TT-3 cont'd.

The photo simulations in the DEIR fails to depict the actual view from the roadways or what the view would be like for passing motorist after freeway expansion. Each simulation is a straight ahead view from each particular roadway/highway. Since the 60-Freeway is a General Plan designated Scenic Corridor true views are 360 degrees (and primarily southward as shown in Figure 4.9-1) and as such this document needs to be amended to show the impacted views from the 60 Freeway looking south across the project site to show how the building and loading docks will be buffered and compliment by landscaping and the screen wall as required by the development code. TT-4

- Why doesn't this document show a true view southward across the site as it would be viewed from the 60-Freeway by passing motorist?
- Why doesn't this document show the screening method of the building and loading docks?
- Why isn't there a visualization of the site screening method at full build-out of the Freeway?

Under the current zoning, building sizes are limited to 50,000 s.f. thus offering the opportunity for smaller buildings, greater elevation variations, and views through and between buildings if built and scattered across the same project area. So far the warehouse projects approved and proposed along the 60-Freeway corridor far exceed the original zoning building size limitations and as proposed are creating what will appear to be a mile long wall blocking almost all vistas to the south. TT-5

- Why is it not feasible to create smaller buildings for what is a speculative project at this time in a down economy?

Recommendation: **Mitigation measures** should be added to this project to require a sufficient landscape area and screen wall along the 60-Freeway to effectively screen the building and the loading dock and to act as an alternate aesthetic feature in place of the lost Scenic Vista. TT-6

Building – It is hard to understand the need for such a tall building unless it contains multiple internal stories which would then conflict with the floor area ratio (another issue). Under the existing zoning it was much more likely that the site would develop with smaller buildings and thus lower building profiles. One method to better preserve the scenic vistas would be limiting the overall building height to 25-30 feet. This would permit the building to go almost unnoticed if is truly built 20 plus feet below grade. As such a **mitigation measure reducing the height of the structure to preserve some of the scenic vistas should be imposed.** Thus, mitigating the impact to scenic vistas may not require the City to override this impact as proposed. Additionally, building relief (offsets) appears to be non existent on all elevations with limited compliance with General Plan Policy 2.10.3. Mitigation measures should be included requiring greater wall offsets relative to the expanse (1,300 foot length) of the building elevation. TT-7

- Building function is not necessarily compromised by building plane variations so why are there not more telling offsets to the building exterior? This applies to all four sides.

Light and Glare – The east end of Moreno Valley as enjoyed a rural atmosphere for decades and as such would be significantly impacted if project site lighting is not controlled. Additionally, this area falls just within the Mount Palomar Observatory Dark Skies area and should comply with their limitation to prevent light pollution. The International Dark-Sky Association web site at: www.darksky.org lists lighting fixtures and methods to meet dark sky specifications. Add a Mitigation Measure (beyond city policy) to assure that site lighting is compatible with "Dark-Sky" specifications or limit lighting to only the use of low pressure sodium lights, full shielding above a horizontal plain and no building or pole mounted lighting fixtures that project light outward horizontally beyond the property boundary to TT-8

eliminate the potential for nighttime light glare to motorist. This last request is especially relevant to freeway motorist.

- Why is there not a mitigation measure include with this project that assures full compliance and extra measure beyond the basic restrictions listed in the city?

TT-8, cont'd

Screen Walls – Page 3-9 makes mention of an 8-foot screen wall along the 60-Freeway yet there is no mention of this wall in Section 3.5.12. Neither the site plan nor the cross sections in this document list any screen wall along the 60-Freeway frontage. Since the City's General Plan Policies (2.10.2, 2.10.4, 2.10.5) and Development Code requires the screening of loading areas a **Mitigation Measure** needs to be added that will assure a wall of sufficient height will be installed along the project's north property line to screen the view down into the loading dock from the 60-Freeway and the eastbound off-ramp. Additionally, due to the massive length of this wall the screen wall should have significant vertical wall plain offsets and other variations (texture, style, height) to avoid visual monotony along the freeway.

- What type of adequate full screening method will be provide along the north property boundary adjacent to the 60-Freeway in compliance with city code?

Landscaping – Extensive landscaping is provided along the southern boundary of the project as a buffer for visibility of the project. The same level of treatment should be provided along the north property line in compensation for the lost Scenic Vista. The northern most landscaping provided on site is on what appears to be a 2:1 slope dropping immediately from the freeway right-of-way down to the parking and loading area. Since all of this landscaping is below freeway grade it will provide little complimentary relief to the massive building. Additionally, city code requires screening of parking and loading areas with a minimum 10-foot landscape buffer utilizing walls and burms to screen these elements.

TT-9

- Why is there not a sufficient landscape buffer and screen wall along the northern most project boundary along the freeway right-of-way?
- How does this project proposes to meet the 10-foot landscape requirement for buffering if all of this area is below grade?

Traffic

The DEIR states that "the Project cannot feasibly construct the required improvements and/or Payment of fees will not assure their timely completion" and "Pending completion of required improvements the Project's incremental contributions to Opening Year Cumulative traffic impacts at or affecting (certain) intersections are considered cumulatively significant and unavoidable." Since most of the studied intersection are not currently impacted this project will be the ultimate source causing them to be impacted and as such this project should be held responsible to further eliminate those impacts beyond just "paying the TUMF" and letting the improvement happen when they may. The following passage, "The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts," is utilized time and again in MMs 4.2.3 through 4.2.9 in what appears to be the project proponents out for making some simple fixes such as stripping for right-turn lanes. These types of simple fixes should be the responsibility of the development.

TT-10

Since it appear that it could be quite some time before full improvement are made to connect Fir Avenue through from Redlands Boulevard to the terminus of Eucalyptus Avenue the added traffic burden to Redlands Boulevard will greatly impact travel and completely diminish the level of service currently available The project proponent needs to provide a supplemental or alternative analysis in the form of a

tiered level of improvements that can be made that diminishes the impacts at Opening Year. Additionally, the cost burden undertaken by the developer should be determined for reimbursement.

- What additional improvements can be made prior to building occupancy that will address the immediate impact at Redlands Boulevard and the 60-Freeway in exchange for fees paid for improvements elsewhere?
- Since the city will reimburse developers for improvement costs beyond those associated with their project why is this project not proposing to make the extra improvements to lessen the impacts and better serve its future users and the neighboring community? TT-10 (cont'd)

If these improvements are not made by the time the project is in its Opening Year what will be the timelines for making these improvements and what criteria (money, Caltrans approval, other projects…) have to be met before the mitigation measure are carried out?

- How will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Air Quality

There is no doubt that any urban development on the project site will generate long-term operational emissions that will exceed the South Coast Air Quality District's regional thresholds. However, the types of pollutants vary by the activities associated with different land uses, some of which may not be as hazardous to the health of those in the surrounding community. Since most of the cancer risk from air pollution is from diesel exhaust it would be best to rethink the land uses of a community as a whole and limit those that pose the greatest risk to health. Maintaining the existing zoning would prevent uses such as this distribution center which requires extensive use of trucks burning diesel fuel. Under the current zoning the range of business permitted are likely to generate more vehicle trips but fewer emissions by trips from diesel fueled vehicles.

This type of project would also be best suited for a location where it could utilizes rail transport for the massive daily volume of trips associated with warehouses or logistic centers. For this reason alone, the City should not approve the zone change and this project should locate to a site with more efficient transportation infrastructure better suited to meet speculative users' needs with fewer environmental impacts. TT-11

It is unrealistic for the City of Moreno Valley and the project proponent to disregard the cumulative impacts this project will have on this area when utilizing a scenario where much of the surrounding area is converted to industrial and warehouse uses. This analysis should be undertaken so as to find what level of incremental increase this project will have on the overall community.

- Why in there now effort made to look at the real possibility of cumulative impacts from this project and the likely land use changes surrounding this project site?

However, because I believe that the City will approve this project; additional tougher mitigation should be added to offset local and regional impacts to the fullest extent possible before overriding what can not be achieved. If these mean reducing the size of the project to reduce environment impacts, as a suggested in the alternatives, then it should be seriously considered. Also, there should be mitigation measures requiring a percentage of the fleet vehicle (diesel trucks) of future tenants to be low to zero emission vehicles. Also, diesel trucks delivering to the site shall include soot filters or the latest technological equipment available.

Additionally, MM 4.3.11 addresses improvements to the project that will allow the project to exceed Title 24 standards by 20 percent. This is a nice thing but more should be offered. The final item on the list of improvements states that the building should be structurally designed to handle the installation of roof mounted solar panels. This should be mitigation measure unto its own along with requiring the project proponent to work with energy providers and vendors to install such equipment to offset fuels used to generate electricity. There are numerous vendors and utilities interested in joint projects to install these systems, and they are always looking for places to install systems, and this should be made a part of this project. This measure also works well to mitigate the issues associated with greenhouse gases.

- Why can't this project be required to have all buildings designed forthwith to accommodate renewable energy sources such as photovoltaic solar electricity systems appropriate to their architectural design?
- Why is there no mention of the project proponent working to insure the opportunity to utilize this structure is know in the industry?

TT-11 (cont'd)

As stated in the Traffic section may intersection improvements will not be undertaken by the project but will instead only be mitigated through the payment of improvement fees. If this is true the project will create traffic impacts that do not currently exist.

- Therefore, how will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Climate Change and Greenhouse Gases

Since the state has enacted legislation to lower greenhouse gas emissions any and all possible measures to lower emissions that could be undertaken by this project should be listed, discussed and analyzed for their effectiveness, not just a list of improvements that will exceed Title 24 by 20 percent. The City should then include mitigation measures that significantly reduce (though they may not entirely mitigate impacts) associated impacts prior to any consideration to override them as the DEIR suggests.

TT-12

- Why is the project not being designed to meet some of the highest LEEDS standards and only offering to exceed Title 24 by 20 percent?

Thank you for the opportunity to comment on the Draft EIR for this project. I request to be informed of all meetings and public hearings related to this project or other consideration in east end of Moreno Valley. Please let me know if it is possible to review a copy of the project plans so that I may provide constructive comments related to the development proposal prior to its next appearance before the Planning Commission or City Council. I would also like to request copies of any follow-up documents related to this project (2nd DEIR and/or Final EIR). Feel free to contact me if you have any questions regarding my comments.

TT-13

Sincerely,

Thomas Thornsley
909-797-1397
e-mail: tomthornsley@msn.com

THOMAS THORNSLEY

Letter Dated December 6, 2010

Response TT-1

The City disagrees with the commentor's assertion that potentially significant impacts of the Project are being "written off." As required by CEQA, the Draft EIR identifies the feasible and enforceable mitigation measures that have been determined necessary to reduce the Project's potentially significant environmental impacts. The commentor's references to additional traffic mitigation are addressed more specifically in the subsequent Response TT-10. The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration.

Response TT-2

The commentor's opinions in regard to the Draft EIR's organization are forwarded to decision-makers for their consideration. The actual wording of the proposed Municipal Code Amendment was not available at the time the Draft EIR was completed. The proposed amendment will be crafted by City staff and made available prior to its consideration by Planning Commission or City Council, consistent with the City's standard procedures for the adoption of Municipal Code Amendments.

For the purposes of the Draft EIR's analysis, the code section to be amended is identified (Section 9.05.020 B, City Case # PA10-0017) on Draft EIR Page 3-24. Further, the intent of the proposed code amendment is summarized as follows.

> The proposed Code Amendment would mandate minimum separation/ buffer requirements (250 feet) between proposed light industrial use and residentially-zoned properties. As further required under the proposed Code Amendment, this setback/buffer area shall be increased should the minimum 250-foot separation/buffer prove insufficient to eliminate

significant health risks or project operational noise impacts as reflected in project-specific air quality and noise analysis (Draft EIR Page 4.1-19, *et al.*).

The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City.

Response TT-3

As acknowledged in the Draft EIR's analysis of the Project's potential aesthetic impacts, "[d]eterminations of visual character and quality are inherently subjective by nature." The commentor's suggestion that "man-made enhancements along the 60-Freeway" be utilized to mitigate the Project's adverse effect on scenic vistas could be perceived as exacerbating the potential change to existing views. It is further noted that land adjacent to SR-60 is within a Caltrans easement, and is reserved for future freeway improvements that are outside the jurisdictional authority of the Applicant or the City of Moreno Valley. The Project has nonetheless proposed a wall of trees at the property line along the top of the slope to further soften views of the Project from the adjacent SR-60. The trees will be configured and planted in a double row the northwestern portion of the site, and in a single row along the future off-ramp.

The Project's potentially significant visual impacts are attributable to potential view obstruction, not architectural design or appearance of the Project (please refer to the summary of significant aesthetic impacts presented at DEIR Pages 1-19, 1-20). Architectural revisions or additional screening suggested by the commentor do not act to review the project's identified view obstruction. Moreover, as described on Draft EIR Page 4.9-21, "[i]n order to ensure visually acceptable and compatible development, and subject to the proposed change of zone from Business Park to Light Industrial, the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05,

Industrial Districts. To these ends, the Project site plan, landscaping, and architectural concepts provided at EIR Section 3.0, Project Description demonstrate consistency with Municipal Code Section 9.05.040, B., Special Site Development Standards."

Response TT-4

The Draft EIR acknowledges the designation of SR-60 as a scenic route, and the Project's location within a scenic view corridor (Draft EIR Page 4.9-10). Despite the commentor's assertions to the contrary, the Draft EIR's view simulations provide actual pre-development views from the SR-60, with post-development photo simulations reflecting the facilities and landscape screening of the Project. A direct southerly view of the Project from Ironwood Avenue, located approximately 2,500 feet north of the freeway, is provided in Draft EIR Figure 4.9-8. The Project's landscape screening has been conceptually illustrated in Draft EIR Figures 3.5-4 and 3.5-5, and is reflected in the previously referenced Draft EIR's Post-Development View Simulations (Draft EIR Figures 4.9-4 through 4.9-8). It may be noted that because the Project's facilities will be located approximately 25 feet below the grade of the SR-60, the loading docks will not be visible from the SR-60, or from other properties not located at a considerably higher elevation than SR-60. (Draft EIR Figures 4.9-2, 4.9-3)

In regard to the commentor's concerns regarding views in the Project vicinity following freeway expansion, it is noted that although the Project has been designed to accommodate future interchange improvements planned by Caltrans, these improvements will be constructed by Caltrans, and are not a part of the proposed Project. Improvements adjacent to the Project site have been neither programmed nor funded at this time. The preparation of view simulations incorporating these improvements would be speculative, and as such, were not undertaken as part of the Draft EIR.

Response TT-5

As discussed in the Draft EIR's analysis of alternatives (Pages 5-36 to 5-37), the possibility of limiting the Project's building size was considered, but rejected as infeasible. The relevant discussion is presented below for ease of reference.

> In order to potentially avoid or reduce view obstruction/view interruption resulting from the large consolidated warehouse structure proposed under the Project, an alternative site design employing multiple smaller structures of 50,000 square feet (per the site's current Business Park zoning requirements) was considered. However, the intent of the Project is to achieve full utility of the available site while providing region-serving logistic warehouse facilities. Feasibility and function of the proposed regional warehouse is dependent on its size and configuration, allowing for centralized and consolidated storage and transfer of large (numerically and dimensionally) inventories serving smaller local and end-use facilities. Division of the proposed building into substantively smaller components (50,000 square feet maximum buildings) is not practically or economically feasible.
>
> Moreover, such division of the Project would act to unnecessarily duplicate or expand serving utilities, would result in multiple and redundant internal operations (e.g., intersite transfer of inventories), would restrict flexibility of warehouse operations and use of warehouse space; and may necessitate additional access to adjacent roadways in order to serve the individual buildings, with potentially increased circulation/access impacts. Lastly, it is noted that the Project design is typical of other regional distribution warehouses implemented within the City, surrounding Riverside County, and throughout southern California. Empirical evidence indicates that the Project design is an established functional and efficient format for regional distribution warehouse

facilities. For these reasons, an alternative based on a compartmentalized building design scenario resulting in multiple smaller buildings was not further considered.

The commentor's concerns in regard to the Project's feasibility in the current economic climate are forwarded to decision-makers for their consideration.

Response TT-6

Please refer to the preceding Response TT-3. The commentor's opinions in regard to the provision of an 'alternate aesthetic feature' are forwarded to decision-makers for their consideration.

Response TT-7

The commentor requests explanation of the proposed building design, and specifically the proposed building height.

The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. While multiple stories are not proposed, the high-cube building design typically requires internal clear heights of 30 feet or more. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy

efficiencies associated with such a large building footprint. The suggestion that architectural "offsets" be required is forwarded to decision-makers for their consideration.

Response TT-8

The Project's potential to create a new source of substantial light or glare which would adversely affect day or nighttime views in the area is addressed in Draft EIR Section 4.9. As noted on Draft EIR Page 4.9-22, "[o]n-site lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance," which are detailed within this discussion. As further noted on Draft EIR Page 3-17, "[t]he Project lies within 45 miles of the Mt. Palomar Observatory, and would comply with applicable provisions of County of Riverside Ordinance 655 which addresses protection of the night sky from light pollution that would interfere with astronomical observations." Additional mitigation suggested by the commentor has not been included because no potential impacts relative to the Project's potential to create light or glare have been identified. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

It is further noted that the City is considering a "Dark Sky" ordinance that would act to prevent or reduce light pollution.

Response TT-9

Consistent with the commentor's observation, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

> these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. ***Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls*** . . . .

Results and conclusions of the DEIR are not affected.

As noted on Draft EIR Page 4.9-21, "the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05, Industrial Districts." The landscape buffer proposed along the Project's northernmost boundary, adjacent to SR-60, is, as noted by the commentor, a landscaped slope, with a depth of approximately 41 feet, or more than four times the required ten-foot landscape buffer. Additionally, as noted in the preceding Response TT-3, the Project also includes the planting of a double row of trees along the site's northwestern property line. As demonstrated in the line of sight illustration provided as Draft EIR Figure 4.9-3, loading areas on the north side of the Project will not be visible from SR-60. The commentor's opinions in regard to the adequacy of the Project's proposed landscape screening are forwarded to decision-makers for their consideration.

<u>Response TT-10</u>

It appears that the commentor is unclear in regard to which potential traffic-related impacts are considered significant due to the Project, and those that are forecast to occur as a result of cumulative growth. As discussed in the Draft EIR (Pages 4.2-15 to 4.2-16), , the Project's Traffic Impact Analysis (TIA) identifies ambient growth using a standard annual growth factor of two percent per year to account for non-specific development

within the Study Area, as well as anticipated growth in traffic volumes generated by projects outside the Study Area. The ambient growth factor of two percent per year was applied to existing Year 2008 traffic volumes, yielding a ten percent (10%) growth in existing volumes over the five intervening years until the Project Opening Year, 2013. As discussed in the Draft EIR (Pages 4.2-34 to 4.2-35), under the "Opening Year Ambient Condition" defined above, only two intersections would be affected by Project-related traffic. Mitigation for impacts at these two intersections is provided in Draft EIR Mitigation Measures 4.2.1 and 4.2.2, which are provided below for ease of reference.

4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements - Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

With implementation of these mitigation measures, the Project's potential impacts are identified as less-than-significant. All other traffic-related impacts identified in the Draft EIR occur in the cumulative condition, which is defined (on Draft EIR Page 4.2-16) as including other known or probable related projects assumed to be occupied and operational by the Project's opening in 2013. A map of the approved and pending projects is included in EIR Section 5.1 (Cumulative Impacts Analysis). Additional detail regarding the trip generation of these related projects is also presented in the Project TIA (EIR Appendix B).

Despite the commentor's assertion that "simple fixes should be the responsibility of the development," it is noted that the majority of the required improvements are within Caltrans facilities, which are outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The application of fee-based mitigation is discussed further in the Draft EIR on Pages 4.2-25 to 4.2-26. The commentor's opinions regarding "alternative analysis in the form of a tiered level of improvements" will be forwarded to decision-makers for their consideration.

The Draft EIR's air quality analysis (Section 4.3) is based on the Project TIA, and as such, comprehensively addresses the Project's potential traffic-related impacts, along with other potential effects on air quality. The commentor speculates that required traffic improvements will not be completed. Please refer to the discussion of improvements programs and the implementation of improvements required pursuant to those programs presented in detail in the Project TIA at TIA Pages 205-208. As noted therein, the TUMF program was implemented to ensure timely completion of region-serving transportation improvements. Locally, the City has an established, proven track record with respect to implementing the City's DIF Program. Many of the roadway segments and intersections included within the study area for this Traffic Impact Analysis are at various stages of widening and improvement based on the City's collection of DIF fees. Under this Program, as a result of the City's continual monitoring of the local

circulation system, the City insures that DIF improvements are construction prior to when the level of service would otherwise fall below the City's established performance criteria. The commentor's statements are forwarded to the decision-makers.

Response TT-11

The commentor's opinions related to the best use of the Project site in regard to air quality considerations will be forwarded to decision-makers for their consideration. With regard to statements concerning diesel emissions, please refer to response FNSJ-8, et al. presented herein.

With regard to comments addressing air quality, alternatives, and maintaining the site's existing zoning designation, the Draft EIR includes a "No Project Alternative" analysis which assumes development of the subject site consistent with the existing Zoning Designation of "Business Park." A comparative analysis of operational air quality emissions under each of the Project's alternatives is provided on Draft EIR Page 5-53 – acknowledges that "the vehicle mix under the No Project Alterative would likely reflect incrementally decreased heavy truck traffic, with related decreases in diesel particulate emissions when compared to the Project." However, as also noted on Draft EIR Page 5-53, the Project's significant operational air quality impacts consist of exceedances of SCAQMD regional thresholds for VOC and NOx emissions. As noted on Draft EIR Page 4.3-84, potential environmental impacts from Project-related diesel particulate emissions were determined to be less-than-significant with mitigation. On this basis, the suggested continuance of the site's existing Business Park zoning would not necessarily result in a lessening of environmental impacts.

Evaluation of Alternative Sites (also of concern to the commentor) is presented in the DEIR (DEIR at Pages 5-38 through 5-34). As substantiated in the DEIR four (4) of the considered Alternative Sites (Sites 1-4) were ultimately determined infeasible. Alternative Site 5 would not result in the avoidance or substantive reduction of Project related impacts, this Alternative Site was also rejected from further consideration.

The commentor incorrectly states that cumulative impacts are disregarded. Please refer to DEIR Section 5.1, Cumulative Impact Analysis, DEIR Pages 5-1 through 5-25. With specific regard to energy consumption and potential GHG/GCC impacts (and measures offered to reduce potential energy/GHG/GCC impacts), the Project's individual and cumulative impacts are substantiated to be less than-significant (DEIR Section 5.6 Energy Conservation; DEIR Pages 4.3-88 through 4.3-11 (GHG/GCC impacts); and DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

In regard to the use of photovoltaics, as currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." As such, the Project supports, and would not interfere with use of solar energy. The commentor's opinions regarding "joint projects" will be forwarded to decision-makers for their considerations.

Traffic concerns have been addressed in the preceding Response TT-10.

<u>Response TT-12</u>

The commentor's opinions in regard to further lowering the Project's greenhouse gas emissions are forwarded to decision-makers for their consideration. It may be noted that

because the Project's Global Climate Change Analysis identified no significant impact on the environment, overriding considerations in regard to greenhouse gas emissions would not be required. Further, mitigation measures 4.3.11 through 4.3.13 were provided as part of the Draft EIR in order to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, rather than to reduce potentially significant impacts.

In regard to the commentor's concerns regarding Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20

percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response TT-13

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings. As requested, noticing of other projects in the area will also be provided. Project plans are available for review at the City of Moreno Valley Planning Department.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): AMORA JOHNSON Phone:

*Address (Required): 13301 McGahee Dr. Moreno Valley 92555 E-Mail:

***Note: Your name and contact information will become part of the public record for this project.**

☑ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. AJ-C-1

Please provide your comments below:

Date: 12-6-2010

My main concern would be the effect on the wildlife in the area, with more vehicles - especially the diesel trucks' output - the wildlife's preservation attempts thus far will be undermined by the construction activities and the afterward effect will be detrimental to what good work the preservation has in humans' quality of life, too.

Being able to enjoy those migrating birds and all the other animals that most of us can't see within the cities, anywhere, will give younger generation appreciation of the existence of some rare animals, birds, creatures, bugs and other micro organism. Taking children to enjoy our open spaces, clean, clear air and to watch those rare creatures are much more important than seeing these block buildings that can be seen everywhere else, whereas the San Jacinto Wildlife Area can be made into a destination for younger generation. AJ-C-2

City of Moreno Valley needs to see the future, not just the $ for the present by ignoring the future of the next generations. -

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

MV00114932

AMORA JOHNSON

Via Public Comment Card

Response AJ-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response AJ-C-2

The commentor expresses concern regarding the effects of the Project on wildlife in the area.

The biological assessment for the Project consisted of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements;
- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- Jurisdictional delineation.

As supported by the analysis presented in Section 4.8, "Biological Resources" of the Draft EIR, with application of proposed mitigation measures, the Project's potential impacts to biological resources are less-than-significant.

Additionally, the commentor references the San Jacinto Wildlife Area. It is noted that this area is located approximately 3.5 miles to the southeast of Project site, and will not be affected by the Project.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

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*Name (Required): Richard Johnson Phone: 951-243-0804

*Address (Required): 13301 McGEHEE Dr. MV 92555 E-Mail:

*Note: Your name and contact information will become part of the public record for this project.

☐ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings.

Please provide your comments below:

Date: 12/8/2010

I believe the project will overburden the present areas infrastructure, from the streets to the 60 FWY and beyond the 215 as well. The estimates along with future planning seems to set no limit for continued development of the area and it will be a very dangerous roadway system to be driving in this area. Future warehouse building will make it a very difficult place to drive a car. The vision of this area has now been lost. These buildings and the businesses may turn out to be a continued trend for dumbing down the area overall. RJ-C-1

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

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CITY OF MORENO VALLEY

Item No. E.3

RICHARD JOHNSON

Via Public Comment Card

Response RJ-C-1

The commentor's concerns regarding the effects of the Project on regional traffic safety and opinions regarding development trends within the City are forwarded to decision-makers for their consideration.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): Deanna Reeder Phone:

*Address (Required): 17351 Riva Ridge Rd E-Mail: late98765@aol.com

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. DR-C-1

Please provide your comments below:

Date: 12/2/2010

I want to know the cumulative impacts of this and all proposed projects as well the entire 35 million sq ft of warehouses that are proposed for this area.

This report must include all the impacts of all 35 million sq ft in order to be of actual value to the community. DR-C-2

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

DEANNA REEDER

Via Public Comment Card

Response DR-C-1

Commentor's contact information is noted and will be added to the Project mailing list to receive any subsequent environmental documentation for this Project and/or notification of any future public hearing(s) to consider the Project and EIR.

Response DR-C-2

The commentor expresses concern regarding the cumulative impacts of the Project and all proposed projects in the vicinity. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region." Please also refer to the preceding Response DR1-1 (Draft EIR Page 5-4).

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): George B. Hague (Sierra Club) Phone:

*Address (Required): 26711 Ironwood Ave MV 92555 E-Mail:

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. SC-C-1

Please provide your comments below:

Date: 12-2-10

Comments to DEIR

Comment of 250' buffer to land zoned for housing is not enough because the trucks will use Fir and therefore impact the homes to be built. USC + UCLA studies show that 250' would not be enough. SC-C-2

Your Traffic study needs to show the amount of Truck Traffic that will use Redlands Blvd. SC-C-3

Hwy 60/215 ultimate RETC improvements will allow only two lanes heading west and the traffic analysis needs to show this. Right now we have only one lane that continues West - the other lane forces you off at Central Ave. SC-C-4

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

Item No. E.3

SIERRA CLUB

Via Public Comment Card

Response SC-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response SC-C-2

The commentor offers information from unknown, unvetted "USC & UCLA studies" however, the commentor does not provide adequate citation to allow meaningful response to the contention that the Project setback of 250 feet [from the ultimate northerly right-of-way for Fir/future Eucalyptus Avenue] "would not be enough."

This 250 foot setback is designed to provide adequate separation between the Project's highest activity areas (the most intense "worst case" sources of DPM emissions) and adjacent residential properties, so that with incorporation of mitigation, diesel emissions impacts are reduced to levels that are less-than-significant.

Moreover, as discussed in the DEIR:

> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties.

> This 250 foot minimum separation shall be increased as required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. In addition to reducing potential air quality and noise impacts, this required setback would tend to diminish visual impacts of the Project as seen from southerly vantages and while increasing the extent of potential viewsheds (DEIR, Page 5-24).

In order to evaluate the potential effects of Project diesel emissions (of noted concern to the commentor) a Health Risk Assessment (HRA) was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the HRA prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant

emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads (such as Fir Avenue noted by the commentor) would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

Response SC-C-3

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Response SC-C-4

In response to the commentor's concerns regarding traffic at the intersection of SR-60 and I-215, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

APPENDICES

Please refer to accompanying CD-ROM

Item No. E.3

MV00114945

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MV00114946

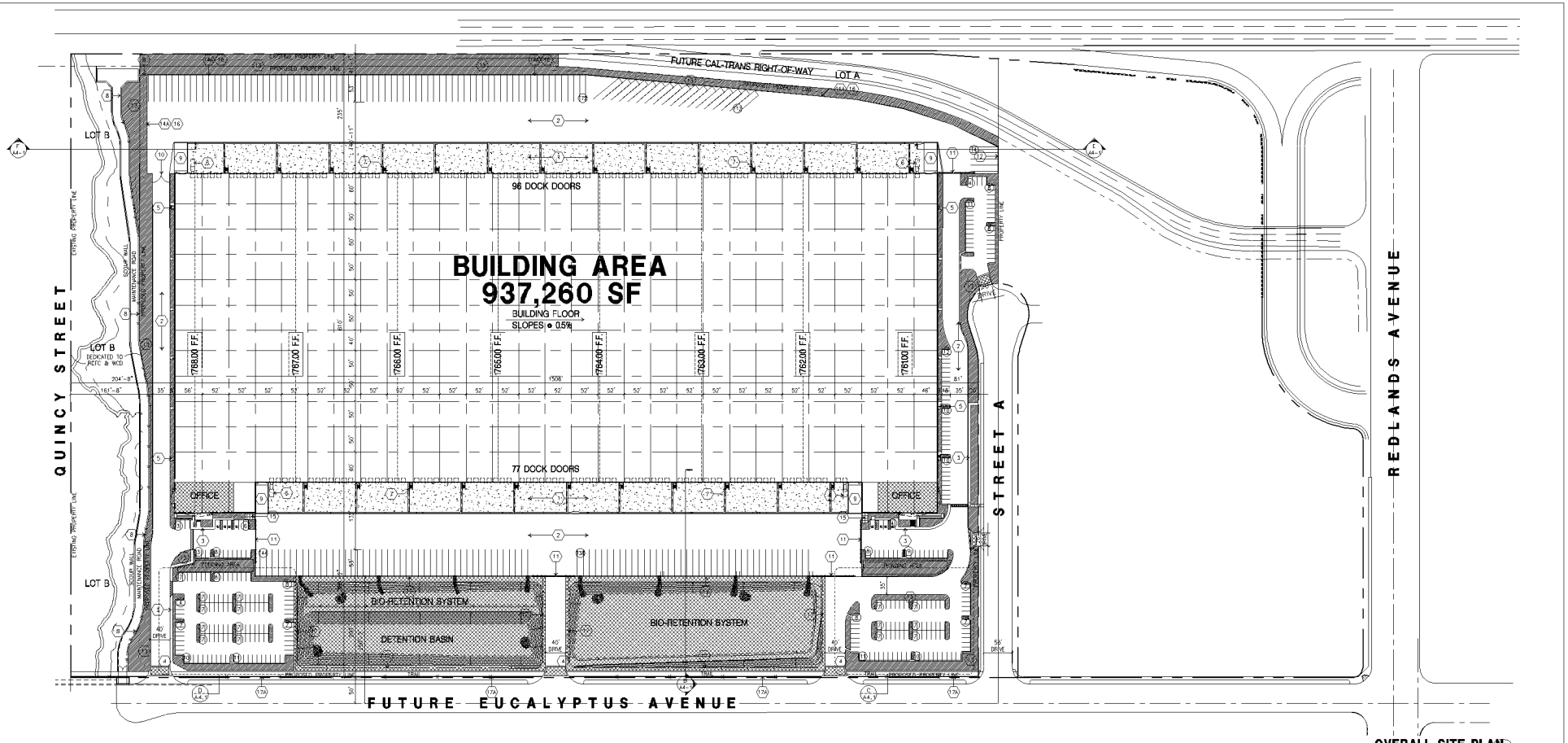

OVERALL SITE PLAN

scale: 1" = 80'-0"

1" = 80'-0"

0 80 160 240

NORTH

TYPICAL STREET SECTIONS

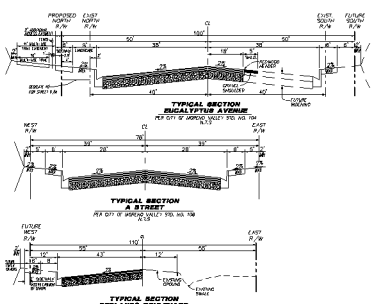

PROJECT TABULATIONS

TABULATION	Bldg 1	Channel	Grand Total
Gross site area (in s.q.ft.)		111,865	2,380,905
Gross site area (in acres)		2.57	54.68
Net site area (in s.q.ft.)	2,269,040		2,251,964
Net site area (in acres)	52.09		51.68
Warehouse area	923,260		
Office area	14,000		
Total building area	937,260		
Coverage (Gross)			
Coverage (Net)	42%		
Landscape required (10%)	226,904		
Landscape provided	305,038		
% of landscape provided	13%		
Parking required			
1st. 20k@1/1,000 s.f.	20		
2nd. 20k@1/2,000 s.f.	10		
above 40k @1/4,000 s.f.	221		
office @1/250	56		
Total parking required	307		
Parking provided			
Standard	307		
Trailers	175		

KEYNOTES - SITE PLAN

1. HEAVY BROOM FINISH CONC. PAVEMENT. SEE "C" & "S" DWGS.
2. ASPHALT CONCRETE (AC) PAVING. SEE "C" DWGS.
3. CONCRETE WALKWAY. SEE "L" DRAWINGS.
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C. NO DECORATIVE PAVING WITHIN RIGHT-OF-WAY. SEE "L" DWGS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAIN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. 7' SIDE X 15' LONG TRASH COMPACTOR W/ 8' WIDE X 22' LONG REFUSE CONTAINER.
7. EXTERIOR CONC. STAIR.
8. 8' H. COATED CHAIN-LINK FENCE OR OTHER AS APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR.
9. CONCRETE RAMP.
10. 8' H. METAL SWING GATE.
11. 8' H. METAL SLIDING GATE.
12. 14' H CONCRETE SCREENWALL. PAINTED.
13. LANDSCAPE. SEE "L" DWGS. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. 8' H. WROUGHT IRON FENCE.
14A. 14' H. WROUGHT IRON FENCE.
15. COURTYARD PATIO AREA.
16. RETAINING WALL. SEE "C" DWGS.
17. 4' H. THREE RAIL FENCE.
17A. 4' H. THREE RAIL FENCE AS PER COMMUNITY DEVELOPMENT DIRECTOR.

GENERAL NOTES - FLOOR PLAN

A. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.

B. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.

C. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL. FACE OF CONCRETE CURB OR GRID LINE U.N.O.

D. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.

E. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM

F. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.

G. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.

H. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.

I. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.

J. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.

K. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.

L. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

M. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.

N. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.

O. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

P. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

PROJECT INFORMATION

Owner / Applicant

PIERCE RANCHO BELLAGIO, LLC
c/o PIERCE PROPERTY TRUST
301 CONVAL AVE. - STE. #8
LONG BEACH, CA 90803
TEL: (562) 856-3619
CONTACT: DENNIS PICE

Architect

HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: INDRI CHANG

Applicant's Representative

INLAND EMPIRE DEVELOPMENT SERVICES, INC.
531 MONROE COURT
BEAUMONT, CA 92223
TEL: (909) 845-1003
CONTACT: CH. SHENT

Civil Engineer

HUITT ZOLLARS
1101 S. MILIKEN - STE.G
ONTARIO, CA 91761
TEL: (909) 390-9400
CONTACT: MAURICE MURAD

Legal Description

ALL OF LOTS 3,4,5,6 BLK. 35 AND A PORTION OF LOTS 2 AND 7 BLK. 35 LYING WITHIN MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY IN THE COUNTY OF RIVERSIDE, STATE OF CALIF. AS PER MAP RECORDED IN BOOK 11, PG. 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Zoning

ZONING: EXISTING - BP
PROPOSED - LI

Assessors Parcel Number

APN 488-330-003
APN 488-330-004
APN 488-330-005
APN 488-330-006
APN 488-330-026

SITE LEGEND

- LANDSCAPED AREA
- WQMP AREA
- AC PAVING - SEE "C" DWGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DWGS. FOR THICKNESS
- STANDARD PARKING STALL (9' X 18')
- HANDICAP PARKING STALL (9' X 18')
- OFFICE AREA
- PROPERTY LINE
- ADA PATH OF TRAVEL
- (#) PARKING STALL COUNT

CIVIL LINETYPES

- DW — PROPOSED DOMESTIC SERVICE
- FW — PROPOSED FIRE SERVICE
- W — PROPOSED WATER LINE
- S — PROPOSED SEWER LINE
- RIGHT OF WAY/SITE BOUNDARY
- EXTND RIGHT OF WAY/SITE BOUNDARY
- P — PROPOSED RIDGE LINE
- SD — PROPOSED STORM DRAIN
- PROPOSED GRATING INLET

UTILITY INFORMATION

TELEPHONE
VERIZON
1980 ORANGE TREE LANE, STE 100
REDLANDS, CA 92374
PHONE: (909) 748-6839
CONTACT: TINA CARSON

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST.
MORENO VALLEY, CA 92552
PHONE: (951) 413-3450
CONTACT: DARCY RAMIREZ

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928 - 3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

GAS
SOUTHERN CALIFORNIA GAS CO.
25500 TRUMBLE ROAD SC 6058
ROMOLAND, CA 92380
PHONE: (951) 335-3502
CONTACT: DAVE MULLIGAN

CABLE - TV
TIME WARNER CABLE
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (909) 975-3380
(909) 390-4777
CONTACT: MARK DAUENHAUER

VICINITY MAP

N.T.S.

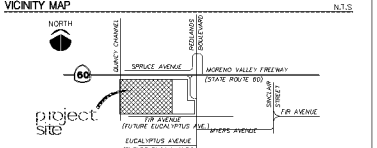

PLOT PLAN
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

WestRidge Commerce Center

MORENO VALLEY, CALIFORNIA

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612

PIERCE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

HPA# 6342

NOVEMBER 5, 2010

A1.1

(949) 863-1770

ATTACHMENT 11

MV00114947

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MV00114948

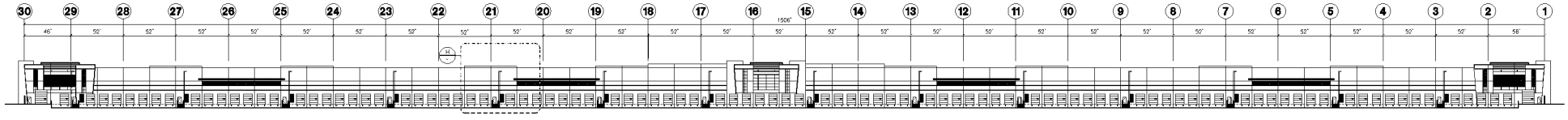

NORTH ELEVATION (A)
scale: 1"=40'-0"

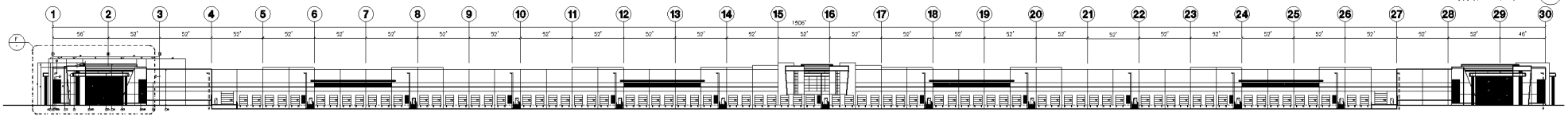

SOUTH ELEVATION (B)
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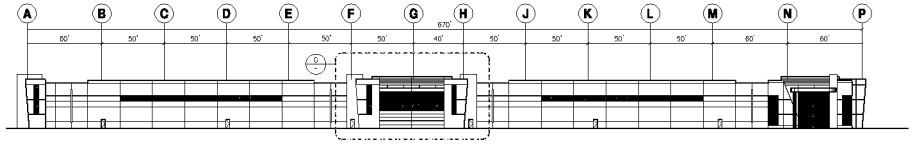

WEST ELEVATION (D)
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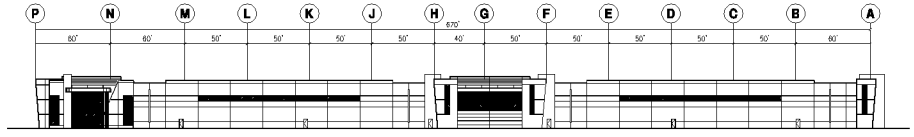

EAST ELEVATION (C)
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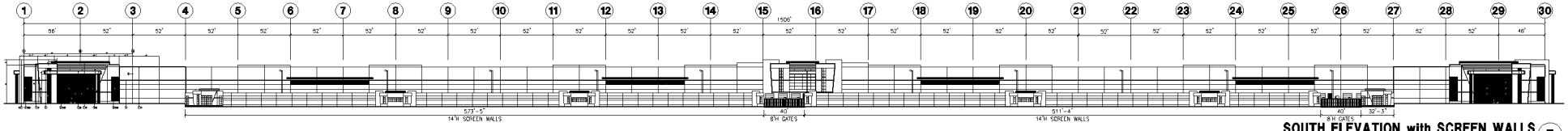

SOUTH ELEVATION with SCREEN WALLS (E)
scale: 1"=40'-0"

SCALE: 1"=40'
0 40' 80' 120'

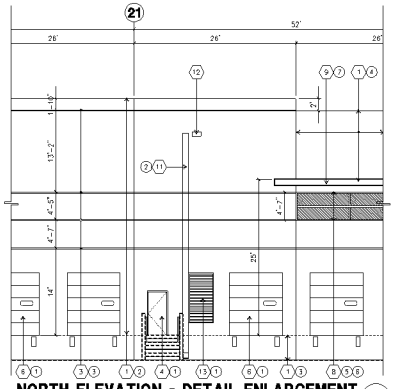

NORTH ELEVATION - DETAIL ENLARGEMENT (H)
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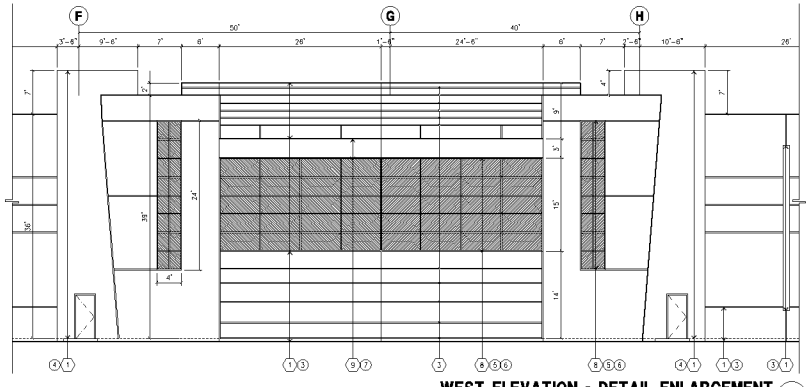

WEST ELEVATION - DETAIL ENLARGEMENT (G)
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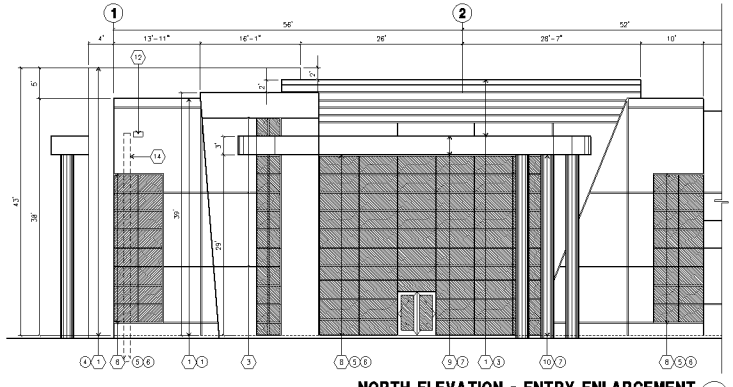

NORTH ELEVATION - ENTRY ENLARGEMENT (F)
scale: 1/8"=1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'

KEYNOTES - ELEVATION

1. CONCRETE TILT-UP PANEL(PAINTED).
2. PANEL JOINT.
3. PANEL REVEAL.
4. HOLLOW METAL DOORS.
5. OVERHEAD DOOR @ DRIVE THRU.
6. OVERHEAD DOOR @ DOCK HIGH.
7. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL.
8. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS. SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
9. DECORATIVE CANOPY.
10. DECORATIVE COLUMN SUPPORT FOR CANOPY.
11. EXTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER. PAINT TO MATCH BUILDING COLOR.
12. 9" X 18" OPENING METAL SCUPPER @ 2" ABOVE FINISHED ROOF.
13. 4'W. X 8'H METAL LOUVER PAINT TO MATCH BUILDING COLOR.
14. INTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.

B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.

C. T.O.P.= TOP OF PARAPET ELEVATION.
F.F.= FINISH FLOOR ELEVATION.

D. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 105 MPH, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.

E. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.

F BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.

G FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.

H. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.

J. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHEDULES - ELEVATIONS

1	CONCRETE PANEL	PAINT BRAND	FRAZEE 001 WHITE
2	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3171W SILVER LINING
3	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3173M EXCALIBUR
4	CONCRETE PANEL	PAINT BRAND	FRAZEE CL2566A DEUCE
5	MULLIONS	ALUMINUM	CLEAR ANODIZED
6	GLAZING	COLOR	BLUE REFLECTIVE
7	CANOPY	PAINT BRAND	FRAZEE PRECISION COATINGS INC. SILVER MIST METALLIC FLAT

GLAZING LEGEND

- SPANDREL GLASS
- VISION GLASS
- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS

ELEVATIONS
CASE NUMBER: PA06-0097/0098
MARCH 24, 2009

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

RIDGE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

A3.1

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

ATTACHMENT 12

MV00114949

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MV00114950

HPA

18831 Bardeen Ave. - Suite #100
Irvine, CA 92612
(949)863-1770
www. hparchs.com

WestRidge Commerce Center

Moreno Valley, California

RIDGE PROPERTY TRUST

August 9, 2010/Job#8418

ATTACHMENT 13

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MV00114952

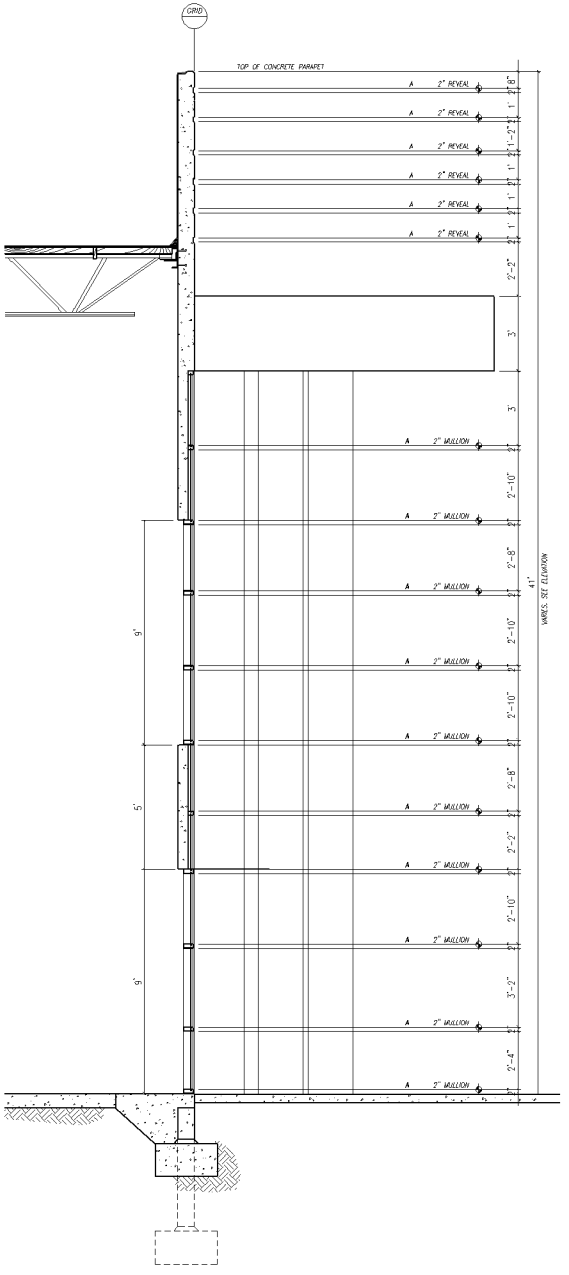

BUILDING SECTION @ OFFICE AREA (A)
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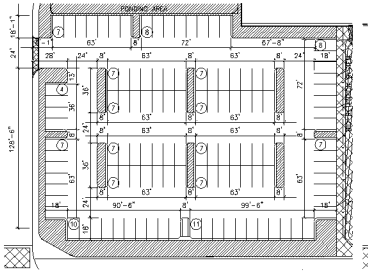

ENLARGED SITE PLAN @ SOUTHWEST (D)
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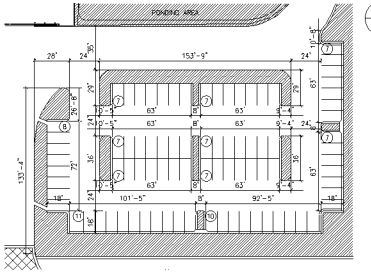

ENLARGED SITE PLAN @ SOUTHEAST (C)
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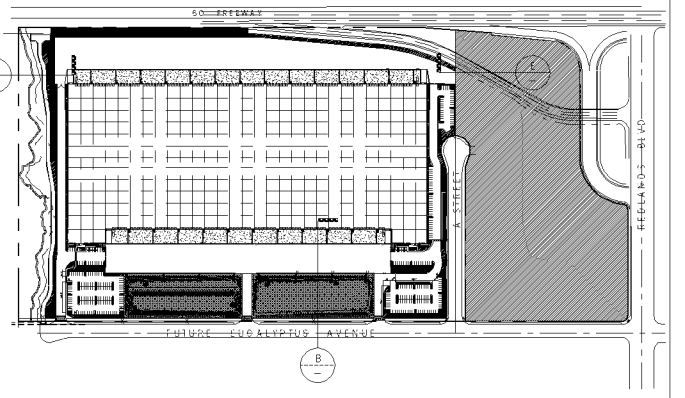

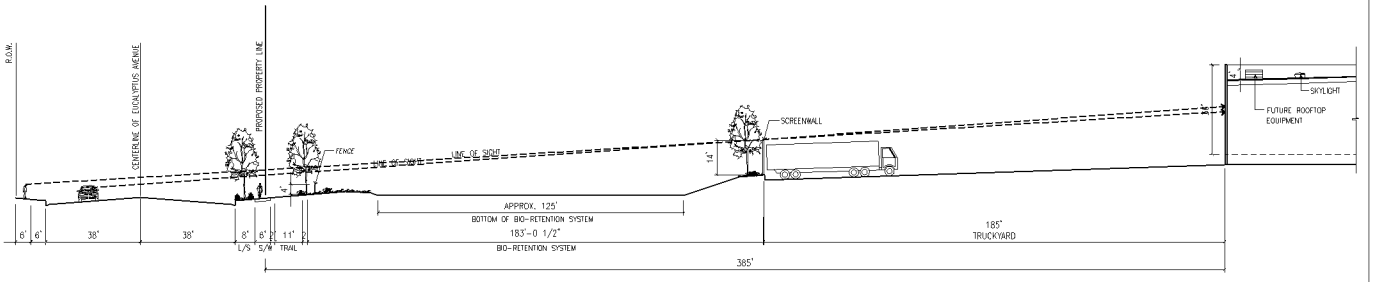

LINE OF SIGHT (B)
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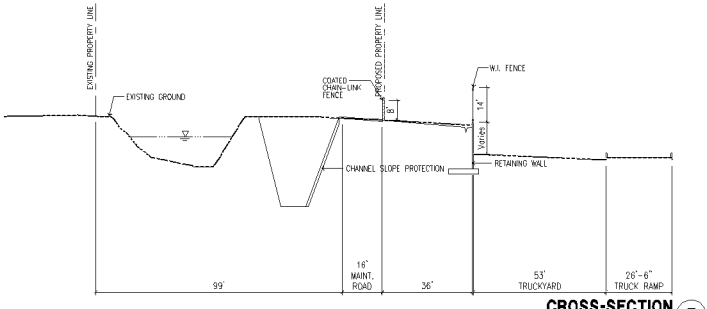

CROSS-SECTION (F)
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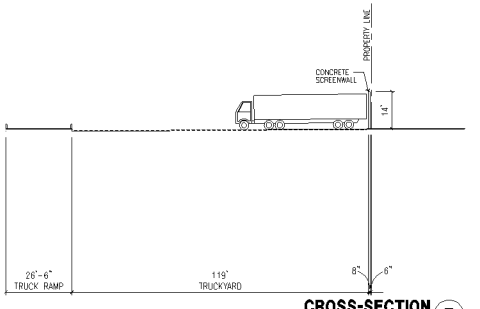

CROSS-SECTION (E)
scale: 1" = 20'-0"

SITE ANALYSIS
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

Rexford Property Trust
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

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ATTACHMENT 14

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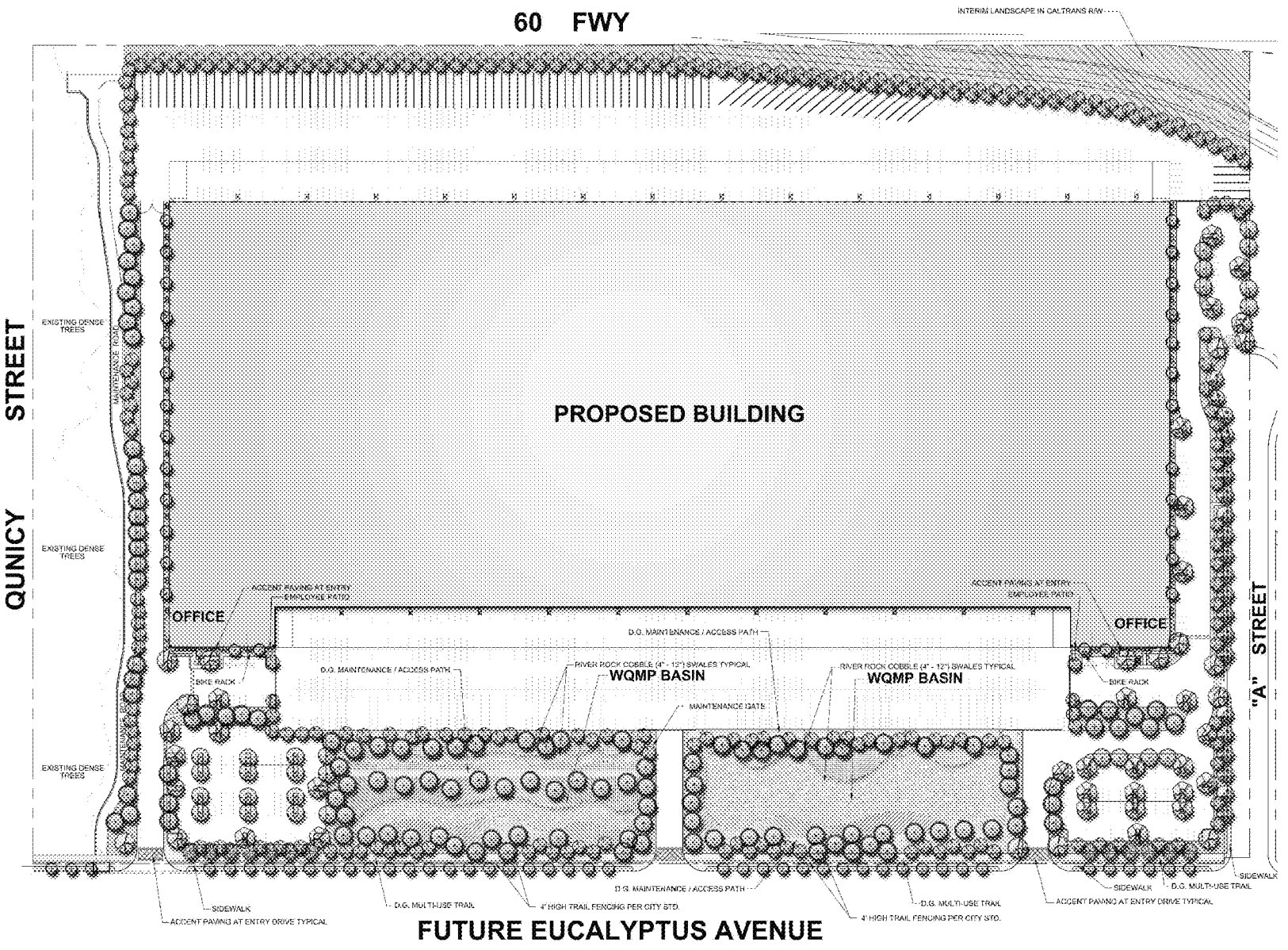

PLANT PALETTE

TREES

SYMBOL	TREE	SIZE	QUANTITY
	Quercus suber (Cork Oak)	15 GAL 24" BOX	30 51
	Eucalyptus sideroxylon (Red Ironbark)	24" BOX	79
	Tilia cordata (Crimean Linden) Malia Trees	48" BOX	16
	Ulmus americana (Liberty and Pink) OR Pistacia atlantica (Shade Pro)	15 GAL 24" BOX	150 104
	Platanus acerifolia 'Bloodgood' (London Plane Sycamore) (Shade Smart Tree)	24" BOX	13
	Pistacia chinensis (Chinese Pistache)	15 GAL	152
	Pistacia chinensis 'Keith Davey' (Chinese Pistache) (Shade Smart Tree)	24" BOX	21
	Quercus virginiana (Southern Live Oak)	24" BOX	24
	Rhus lancea (African Sumac)	15 GAL	27

ROOT BARRIER NOTE

ALL TREES WITHIN 5' OF HARDSCAPE SHALL BE 18" X 4' SHANTOWN ROOT BARRIER 30" HIGH

SHRUBS

PLANT NAME	SIZE	SPACING
Abelia grandiflora 'full Scarlet' (ACR)	5 gallon	30" o.c. spacing
Acacia cf. (Shoal Creek Acacia)	5 gallon	6' o.c. spacing
Adenanthos sericeus (Woolly Bush)	5 gallon	72" o.c. to 84" o.c. spacing
Agave americana (Century Plant)	5 & 15 gallon	6' o.c. spacing
Agave attenuata (Foxtail Agave)	5 gallon	4' o.c. spacing
Aloe Species	5 gallon	3' o.c. spacing
Anigozanthos flavidus (Kangaroo Paw)	5 gallon	3' o.c. spacing
Arbutus unedo (Strawberry Tree)	5 gallon	5' o.c. spacing
Calocephalus (Silver Bush)	5 gallon	3' o.c. spacing
Carpenteria californica (Bush Anemone)	5 gallon	3' o.c. spacing
Ceanothus cuneatus (Buckbrush)	5 gallon	4' o.c. spacing
Cistus Species (Rock rose)	5 gallon	4' o.c. spacing
Cotoneaster Species (Cotoneaster)	5 gallon	3' o.c. spacing
Dianella caerulea (Flax Lily)	5 gallon	2' o.c. spacing
Dianella revoluta (Blue Flax Lily)	5 gallon	2' o.c. spacing
Elaeagnus pungens (Silverberry)	5 gallon	4' o.c. spacing
Fragaria chiloensis (Strawberry Runner)	5 gallon	3' o.c. spacing
Galvezia speciosa (Island Snapdragon)	5 gallon	3' o.c. spacing
Heteromeles arbutifolia (Red Berry)	5 & 15 gallon	6' o.c. minimum
Juniperus species (various)	1 and 5 gallon	varies
Leucadendron (Leucadendron)	1 and 5 gallon	24" o.c. to 48" o.c. spacing
Leucophyllum frutescens 'Rio Grande'	5 gallon	4' o.c. spacing
Lupinus albifrons (Bronzeen Green Coast Thread Plant)	5 gallon	4' o.c. spacing
Ligustrum lucidum (Wax-leaf Privet)	5 gallon	30" o.c. spacing
Macadamia integrifolia and tetraphylla (Macadamia Nut)	5 gallon	24" o.c. spacing
Mahonia aquifolium (ACR)	5 gallon	24" o.c. spacing
Muhlenbergia capillaris (Pink Muhly Grass)	5 gallon	24" o.c. spacing
Myrtus communis (Species Tree Myrtle)	5 gallon	24" o.c. spacing
Nandina domestica (Heavenly Bamboo)	5 gallon	24" 36" o.c. spacing
Pittosporum tobira (Tobira Tree)	5 gallon	4' 6" o.c. spacing
Polygala myrtifolia	5 gallon	4' 6" o.c. spacing
Rhamnus californica (Coast Hollyleaf)	5 gallon	4' 6" o.c. spacing
Rhaphiolepis indica (Indian Hawthorne)	5 gallon	4' 6" o.c. spacing
Rhamnus californica (Californica)	5 gallon	4' 6" o.c. spacing
Rosa rubiginosa (Sweet Briar)	5 gallon	varies
Romneya coulteri (Matilija Poppy)	15 & 5 gallon	36" 36" o.c. spacing
Salvia clevelandii (Autumn Sage)	5 gallon	3' o.c. spacing
Verbena lilacina (Lilac Verbena)	5 gallon	4' 6" o.c. spacing
Xylosma congestum (Shiny Xylosma)	5 gallon	4' 6" o.c. spacing

GROUNDCOVERS

PLANT NAME	SIZE	SPACING
Acacia redolens (ACR)	1 and 5 gallon	48" o.c. spacing, min
Baccharis pilularis (Coyote Brush)	1 gallon	48" o.c. spacing min.
Carex divulsa (Berkeley)	1 gallon	42" o.c. spacing min.
Delosperma cooperi (Trailing Ice Plant)	1 gallon	24" o.c. spacing min.
Hedera helix (Ivy) (ACR)	1 gallon	24" o.c. spacing
Juniperus species (various)	1 gallon	30" o.c. spacing
Lonicera japonica 'Halliana' (Hall's Honeysuckle)	1 gallon	18" o.c. spacing
Myoporum parvifolium (Myoporum)	1 gallon	24" 42" o.c. spacing
Myoporum species (Pacifica)	1 gallon	48" o.c. spacing
Rosmarinus officinalis species (Rosemary)	1 gallon	30" o.c. spacing
Vinca major var. variegata (Vinca major)	From and 1 gallon	18" o.c. spacing

INTERIM LANDSCAPE IN THE CALTRANS R/W - PLANT 1 GAL., ACHIEVE BEGOLENE 12" O.C. WITH 3" INNER LAYER OF DECOMPOSED GRANITE. THAT IS TO BE IRRIGATED WITH DRIP IRRIGATION.

SIDEWALK STRIP - NATURALIZED NON-SEMI-SEED WILDFLOWERS MIX

0.25 LBS.	ACHILLEA MILLEFOLIUM
0.50 LBS.	NASSELLA CERNUA
0.25 LBS.	LUPINUS BICOLOR
0.50 LBS.	LUPINUS SUBVARIUS
0.50 LBS.	NASSELLA MEXICANA
0.50 LBS.	LOTUS CORNICULATUS
0.25 LBS.	LUPINUS BICOLOR

VINES FOR SCREENWALLS

SYMBOL	PLANT NAME	SIZE	SPACING
	Pyrostegia venusta (Orange Vine)	1 gallon	10' o.c. spacing
	Bougainvillea species (Bougainvillea)	1 gallon	10' o.c. spacing

VINES FOR W.I. FENCING AROUND BASIN

SYMBOL	PLANT NAME	SIZE	SPACING
	Berberis thunbergii 'atropurpurea' (Red Barberry)	5 gallon	6' o.c. spacing

NOTE: VINES ARE REQUIRED ON ALL SCREENWALLS & W.I. FENCING AROUND BASIN

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF COVER MULCH AVAILABLE FROM MATERIALS DIST. 951-924-7266

NORTH

SCALE: 1" = 60' - 0"

SHEET L-1

DATE: 6-9-10

Environsul

West Ridge Commerce Center

Moreno Valley, CA

Ridge Property Trust

PRELIMINARY LANDSCAPE PLAN

ATTACHMENT 15

MV00114955

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MV00114956

TENTATIVE PARCEL MAP NO. 36207

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 3, 4, 5, 6 & 7 INCLUSIVE, BLOCK 35, OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 71, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE.

HUITT-ZOLLARS

NOVEMBER, 2010

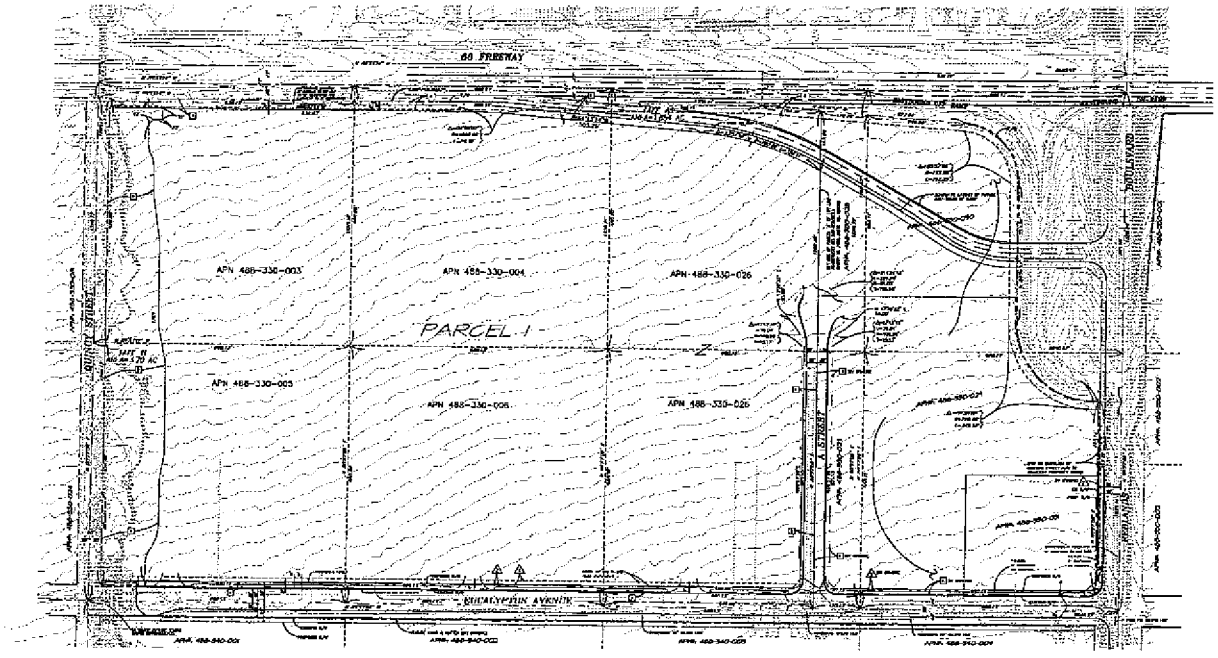

TYPICAL SECTION
EUCALYPTUS AVENUE

TYPICAL SECTION
A STREET

TYPICAL SECTION
BRIGHTON ROAD

EASEMENT NOTES

(A) EASEMENT(S) FOR THE PURPOSES SHOWN BELOW AND HEREIN ACCEPTED, RESERVED OR GRANTED ON A MAP(S)

GRANTED TO:	EASTERN MUNICIPAL WATER DISTRICT
PURPOSE:	PUBLIC PIPELINES AND FACILITIES
RECORDED:	DECEMBER 18, 1963, BOOK 1963, PAGE 1, OF OFFICIAL RECORDS

PROPOSED EASEMENT

(1) 10' EASEMENT FOR ANCHOR LINE PER DOC. 2010-0000000 OF OFFICIAL RECORDS

(2) 5' EASEMENT FOR THE PURPOSE OF DISTRIBUTING PIPE AND/OR OTHER MEDIA TO THE CITY OF MORENO VALLEY

PROPOSED DEDICATION

(A) 30' FOR EUCALYPTUS STREET WEST OF BRIGHTON ROAD TO THE CITY OF MORENO VALLEY

(B) 30' FOR A STREET WEST OF BRIGHTON ROAD TO THE CITY OF MORENO VALLEY

(C) 10' FOR A PEDESTRIAN TRAIL TO THE CITY OF MORENO VALLEY FOR FUTURE CALTRANS R/W

(D) 10' FOR A PEDESTRIAN TRAIL TO THE CITY OF MORENO VALLEY FOR FUTURE CALTRANS R/W (PER SEPARATE DOCUMENT)

LINE DATA:		
LINE	BEARING	DISTANCE
L1	N 89°59'00" E	30.00'
L2	N 89°59'00" E	30.00'
L3	N 89°59'00" E	30.00'
L4	N 89°59'00" E	30.00'
L5	N 89°59'00" E	30.00'
L6	N 89°59'00" E	30.00'
L7	N 89°59'00" E	30.00'
L8	N 89°59'00" E	30.00'
L9	N 89°59'00" E	30.00'
L10	N 89°59'00" E	30.00'
L11	N 89°59'00" E	30.00'

PARCEL SUMMARY TABLE	
PARCEL 1	20.00 AC
TOTAL	20.00 AC

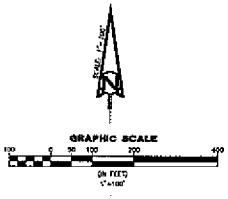

GENERAL NOTES

1. EXISTING LAND USE: VACANT
2. ADJACENT LAND USE: INDUSTRIAL/AGRICULTURAL TO THE EAST; AGRICULTURAL TO THE SOUTH; VACANT TO THE NORTH AND TEMPORARY ON THE WEST
3. AVERAGE LOT SIZE: 1 ACRE
4. EXISTING ZONING: IP1 PROPOSED ZONING: IP1
5. FLOOD ZONE X PER FIRM NO. 06065C0736G SEP 08 2008 AUGUST 28, 2008
6. PROPOSED LAND USE: LIGHT INDUSTRIAL / WAREHOUSE DISTRIBUTION
7. PROPOSED WATER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
8. PROPOSED SEWER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
9. ALL UTILITIES SHALL BE UNDERGROUNDED:
   GAS: SOUTHERN CALIFORNIA GAS COMPANY
   ELECTRIC: CITY OF MORENO VALLEY ELECTRIC UTILITY
   TELEPHONE: VERIZON TELEPHONE COMPANY
10. ALL SIGNS SHALL BE CONSTRUCTED AT A MINIMUM SIZE OF 24" UNLESS OTHERWISE PERMITTED
11. ALL STREETS WILL BE CONSTRUCTED PER CITY OF MORENO VALLEY STANDARDS
12. ACTUAL TOPOGRAPHY PROVIDED BY: DIGITAL MAPPING INC.
13. ANY PUBLIC EASEMENT TO BE ABANDONED SHALL BE DONE ON THE PARCEL MAP.
14. AREA=20.0AC ±0.5

PREPARED FOR OWNER/DEVELOPER
RIDGE RANCHO BELACO, LLC
701 HOWARD AVENUE, SUITE A
LONG BEACH, CA 90803
PH: 562-494-2012
FAX: 949-364-3600
CONTACT: ROBERT BECK

PREPARED IN THE OFFICE OF
HUITT-ZOLLARS, INC.
3990 CONCOURSE, SUITE 150
IRVINE, CALIFORNIA 92604
PHONE: (949) 851-7700

ROBERT E. SCHAFFER R.E. 64473

UTILITY PROVIDERS

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

GAS
SOUTHERN CALIFORNIA GAS COMPANY
9520 TRADING NO. 3C 8000
MORENO VALLEY, 92555
(800) 427-2200

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

TELEPHONE
VERIZON
9505 ORANGE WAY, LOBE 100
FONTANA, CA. 92335

ELECTRIC
MORENO VALLEY UTILITIES
14075 PERRIS ST.
MORENO VALLEY, CA. 92552
(951) 413-3500

CABLE - TV
MEDIACOM COMMUNICATIONS
9500 ARTESIA BLVD
BELLFLOWER, CA. 90706
(562) 623-2000

LAND USE

AREA: ____ ± ____ ACRES

CONTOURS

CONTOUR INTERVAL: 1.0 FEET
DATUM: NAVD 88
TIME: 2010
PROJECTION: NAD 83 STATE PLANE, CALIFORNIA, ZONE 6, US FEET

LEGEND / ABBREVIATIONS

W	PROPOSED WATER LINE
PW	PROPOSED FIRE WATER LINE
SS	PROPOSED SANITARY SEWER LINE
PS	PROPOSED SEWER LINE
D	PROPOSED STORM DRAIN
G	EXISTING GAS LINE
W	EXISTING WATER LINE
S	EXISTING SEWER LINE
D	EXISTING STORM DRAIN
	STORM DRAIN INLET
	CATCH BASIN
	BASIS OF BEARINGS BOUNDARY
	EXISTING RIGHT OF WAY/SITE BOUNDARY
	EXISTING BUILDING
	LOT LINE
	FIRE HYDRANT

LEGAL DESCRIPTIONS

THE DESCRIPTIONS SHOWN BELOW HAVE BEEN EXTRACTED FROM A PRELIMINARY TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY, ORDER NO. 00000000-00-00, EFFECTIVE DATE: MAY 31, 2007. THE REPORT DOES NOT INCLUDE EASEMENTS OF RECORD. PURSUANT TO SECTION 66445 (b) (2) OF THE SUBDIVISION MAP ACT, THE EASEMENTS ARE NOT SHOWN.

PARCEL 1:

LOT 2, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NOTWITHSTANDING THAT PATENT GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1965, PAGE 1965 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION OF SAID LOT 3 LYING WITHIN THE LINES OF A STRIP OF LAND, 1.0000 FEET WIDE, LYING EQUIDISTANT FROM AND ADJACENT TO THE EAST LINE OF SAID LOT 3, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NOTWITHSTANDING THAT PATENT GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED OCTOBER 27, 1965, IN BOOK 1965, PAGE 1965 OF OFFICIAL RECORDS.

PARCEL 3:

LOT 4, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION OF SAID LOT 4 LYING WITHIN THE LINES OF A STRIP OF LAND, 1.0000 FEET WIDE, LYING EQUIDISTANT FROM AND ADJACENT TO THE EAST LINE OF SAID LOT 4, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOT 5, BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION OF SAID LOT 5 LYING WITHIN THE LINES OF A STRIP OF LAND, 1.0000 FEET WIDE, LYING EQUIDISTANT FROM AND ADJACENT TO THE EAST LINE OF SAID LOT 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

A PORTION OF LOTS 6 AND 7 BLOCK 35 OF MAP NO. 7 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, EXCEPTING THAT PORTION OF SAID LOT 6 LYING WITHIN THE LINES OF A STRIP OF LAND, 1.0000 FEET WIDE, LYING EQUIDISTANT FROM AND ADJACENT TO THE EAST LINE OF SAID LOT 6, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CITY CASE NO. PA09-0022

HUITT-ZOLLARS
HUITT-ZOLLARS, INC.
3990 CONCOURSE STREET, SUITE 150 / IRVINE, CALIFORNIA 92604 / (949) 851-7700

DESIGNED BY: R.E.S.	SHEET 1 OF 1
DRAWN BY: T.T. SUN	
CHECKED BY: R.E.S.	DATE:
JOB NO. 01-500-01	

ATTACHMENT 16

Item No. E.3

MV00114957

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MV00114958

West Ridge Commece Center Project

Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

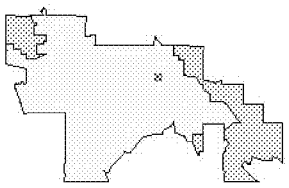

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 17

N

0 300 600 1200ft

MORENO VALLEY
WHERE DREAMS SOAR

Printed 1:52:36 AM

Item No. E.3

MV00114959

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MV00114960

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. <u>This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.</u>

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP / LI[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.
*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

~~9~~10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-Mailed: December 10, 2010
jeffreyb@moval.org

December 10, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

Review of the Draft Environmental Impact Report (Draft EIR) for the Proposed West Ridge Commerce Center Project

The South Coast Air Quality Management District (AQMD) appreciates the opportunity to comment on the above-mentioned document, including with an extended review period. The following comments are meant as guidance for the lead agency and should be incorporated into the final Environmental Impact Report (final EIR) as appropriate.

Based on a review of the draft EIR the AQMD staff is concerned about the significant regional and localized air quality impacts from the proposed project. In addition, AQMD staff is concerned that the health risks are underestimated in the draft EIR due to calculation errors and the use of low trip generation rates. Given the project's close proximity to sensitive land uses and the significant air quality impacts demonstrated in the air quality analysis, the AQMD staff strongly recommends that the lead agency provide additional mitigation measures to minimize the air quality impacts from the proposed project. AQMD-1

AQMD staff is available to work with the lead agency to address these air quality issues and any other questions that may arise. Please contact Dan Garcia, Air Quality Specialist CEQA Section, at (909) 396-3304, if you have any questions regarding the enclosed comments.

ATTACHMENT 19

Sincerely,

Ian MacMillan
Program Supervisor, CEQA Inter-Governmental Review
Planning, Rule Development & Area Sources

Attachment

IM:DG

SBC101021-01
Control Number

1. Health Risk Assessment Emission Calculations

The Health Risk Assessment (HRA) prepared in the Draft EIR relies on emission rates calculated for each roadway segment serving the project. These emission rates are based on heavy duty diesel truck emission factors derived from EMFAC software and are input into the dispersion model after adjusting for the number of trucks using each roadway link. However, the emission calculations provided in the Draft EIR use a unitary truck traffic rate of one vehicle per hour for each roadway link serving the project site. This unitary trip rate does not appear to be adjusted upward prior to deriving the health risk values. As several hundred heavy duty diesel trucks will use each roadway link, the health risk values appear to be substantially underestimated, perhaps by more than one order of magnitude. AQMD-2

In addition, the emission rate calculated for the idling area sources onsite appear to be miscalculated. For example, the idling mitigated emission rate of 6.459 E-6 grams per second does not include the total number of trucks idling per day, it does not include the emissions from onsite truck travel, and it includes one too many conversions of seconds to hours. If the calculation is corrected, the idling emission rate should be approximately 30 times higher at 1.952 E-4 grams per second (assuming half of the trucks use each area source). AQMD staff strongly recommends that the lead agency revisit the emissions calculations and rerun the dispersion model to derive more accurate health risk estimates. If health risks are found to be significant after revising the analysis, mitigation measures should be pursued that would reduce any health risk to a less than significant level (see comment #3 below). AQMD-3

2. Warehouse Trip Rates

As stated on page 51 of the Traffic Impact Analysis prepared for the Draft EIR, the trip generation rates are "hybrid rates" based on two recent traffic studies of high-cube warehouses conducted in the Inland Empire region. The final rate used in the Draft EIR is 1.69 trips per thousand square feet of warehouse space. AQMD staff has recently researched the referenced trip generation studies and others and has concluded that the average trip rates presented in these studies may be underestimated due to the inclusion of potentially vacant warehouses, warehouses served by rail, and the use of average trip rates. In order to provide a reasonable worst case analysis of potential air quality impacts, AQMD staff calculated and recommends that lead agencies utilize a 95th percentile trip generation rate of 2.59 trips per thousand square feet for individual warehouse projects that are not directly serviced by rail lines. The fleet mix described in the Fontana Truck Trip Generation Study is appropriate to determine the proportion of heavy duty vehicles servicing the project. AQMD-4

3. Regional and Localized Operational Air Quality Impacts

Given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM10 and PM 2.5 emissions the AQMD staff strongly recommends adding AQMD-5

the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible:

- Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks,[1]
- If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded,
- Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/distribution center,
- Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors,
- Develop, adopt and enforce truck routes both in an out of city and in and out of facilities,
- Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,
- Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride,
- Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes,
- Require or provide incentives for particulate traps that meet CARB certified level 3 requirements,
- Electrify all service equipment at the facility, and
- Improve traffic flow by signal synchronization.

AQMD-5 cont'd.

4. Regional and Localized Construction Air Quality Impacts

Given that the lead agency's construction air quality analysis demonstrates significant air quality impacts from VOC, NOx, PM10 and PM2.5 emissions the AQMD staff recommends that the lead agency provide additional mitigation pursuant to CEQA Guidelines §15370. Specifically, AQMD staff recommends that the lead agency minimize or eliminate significant adverse air quality impacts by adding the mitigation measures provided below.

- Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow,
- Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation,
- Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site,

[1] An example clean truck program for a similar project approved by another lead agency can be found here (beginning on page 183 of 254):
http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf

- Reroute construction trucks away from congested streets or sensitive receptor areas, and
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).

Further, AQMD staff recommends that the lead agency revise Mitigation Measure 4.3.5 as follows:

- All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards according to the following:

  ✓ *April 1, 2010, to December 31, 2011:* All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 2 offroad emissions standards. In addition, all construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. AQMD-5 cont'd.

  ✓ *January 1, 2012, to December 31, 2014*: All offroad diesel-powered construction equipment greater than 50 hp shall meet Tier 3 offroad emissions standards. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  ✓ *Post-January 1, 2015*: All offroad diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

  A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

  Also, the lead agency should consider encouraging construction contractors to apply for SCAQMD "SOON funds. Incentives could be provided for those construction contractors who apply for SCAQMD "SOON" funds. The "SOON" program accelerates clean up of off-road diesel vehicles, such as heavy duty construction AQMD-6

equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm

AQMD-6 cont'd.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Letter Dated December 10, 2010

Response AQMD-1

The commentor provides introductory agency remarks, and expresses concern about significant Project-related localized and regional air quality impacts, and potential (DPM-source) health risks. The commentor alleges errors in the EIR's air quality modeling, which are further detailed in the District's specific comments on the following pages. Responses to specific issues are addressed below at Responses AQMD-2 to AQMD-7. AQMD suggests that additional mitigation be incorporated in the EIR as means of reducing significant air quality impacts.

The comments provided by AQMD were submitted after the close of comments period, and while the Lead Agency may elect to respond to late comments, no response is required, pursuant to Pub. Resources Code Section 21091, subd. (d)(2)(A); *CEQA Guidelines* § 15088, subd. (a). Notwithstanding, in order to provide clarification of baseline issues and assumptions; and in consideration of disclosure and ultimate mitigation of potentially significant impacts, responses to AQMD's comments are provided herein. Feasible mitigation offered by AQMD has been incorporated.

Response AQMD-2

This comment appears to incorrectly interpret the Project's Health Risk Assessment (HRA) data and modeling (DEIR Appendix C, Project HRA), with resulting erroneous conclusions. The Unitary truck traffic rate cited by the commentor was used only in deriving the model input value in grams per second per truck (per day). As reflected in the ISCST3 model output summary sheets, the ISCST3's Model Scalar Option was enabled and hourly truck rates were adjusted upward accordingly (DEIR Appendix C, Project HRA, Attachment A). Additionally, the "Hourly Trucks.xls" file that was previously provided to AQMD by Urban Crossroads, preparer of the Project's Air

Quality Analysis, provides a breakdown of the hourly trucks as they are input in the model's scalar option. The EIR conclusions and results are not affected.

Response AQMD-3

This comment appears to incorrectly interpret the Project emission rate calculations and modeling, with resulting erroneous conclusions. As noted in the preceding Response AQMD-2, the ISCST3's Model Scalar Option was enabled, and hourly truck values were entered accordingly. The emissions from on-site truck travel are included as multiple volume sources in the model and therefore do not need to be included in the area source algorithm.

Additionally, the "Model Emission Rate" provided as 6.459E-06 is representative of grams per second per truck (per day), and is input into the model as a unitized rate. The unitized rate is then adjusted upward based on the model's scalar option. Based on a thorough review, as detailed here, this calculation does not need to be corrected. The vehicle idling time is presented in seconds and the idling rate from EMFAC is in grams per hour. Therefore, the first conversion is to identify the grams per hour a given truck would emit during idle events. This is achieved by first converting the idling time from seconds to hours. In this case, for mitigated emissions, 180 seconds is divided by 3,600 seconds (60 minutes per hour x 60 seconds per minute). The next step is to multiply the resulting value by the EMFAC grams per hour rate, which provides an emission factor in grams per hour for a given truck per day. In order to input this value into the model as a unitized rate, this value is then converted from grams per hour for a given truck per day to grams per second for a given truck per day. This is achieved by taking the grams per hour rate and dividing by 3,600 seconds per hour, which yields the resulting 6.459E-06 grams per second rate that is modeled. Please refer also the DEIR Appendix C, Project HRA, Attachment A-ISCST3 Summary Output, Attachment B-Emissions Rate and Risk Calculations. The EIR conclusions and results are not affected.

Response AQMD-4

AQMD offers alternative trip generation rates for use in the Draft EIR. AQMD cites its own research and conclusions.

Notwithstanding AQMD suggested trip generation rates, trip generation rates and vehicle mix employed in the Draft EIR are supported by definitive studies of high-cube warehouse trip generation characteristics (*City of Fontana Truck Trip Generation Study*, and *San Bernardino/Riverside County Warehouse/Distribution Center Vehicle Trip Generation Study).* Both of these studies are available through Lead Agency (a copy of each is available at the Planning Department). The trip generation rates and ranges from these studies were used to define the trip rate employed in the DEIR. This same rate is employed in analyses for similar projects in the City, and is considered by the Lead Agency to be appropriate and accurate. Relevant discussion from the Draft EIR is excerpted below:

> Trip generation characteristics of the Project were derived from studies which reflect the trip generation rates of warehouse facilities storing and transporting international goods imported into the country from the Ports of Los Angeles and Long Beach. These include the *City of Fontana Truck Trip Generation Study* commissioned in 2003 (Fontana Study), and the updated 2007 *National Association of Industrial and Office Properties (NAIOP) Trip Generation Study*. The NAIOP Study included data collected from 13locations within Riverside County, and provides trip generation rates that are use-specific to warehouse distribution projects such as that proposed by the Project. The recent date and geographic orientation of the Study contribute further to its utility and applicability in estimating the likely trip generation characteristics of the Westridge Commerce Center Project. Using data from the NAIOP Study, the City's Transportation Department approved the use of "hybrid" trip generation rates for the Project's trip generation forecast . . . (Draft EIR Page 4.2-17).

The trip generation rates provided by AQMD are noted; however, no revisions to the trip generation rates employed in the Draft EIR are proposed, nor are any required.

Response AQMD-5

AQMD states, "given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM_{10} and $PM_{2.5}$ emissions the AQMD staff strongly recommends adding the following mitigation measures to minimize potentially significant air quality impacts from the operational phase of the project, if feasible . . ."

Each of the measures suggested by AQMD are addressed in the following table, and have either been incorporated, or determined infeasible, not applicable, and/or replicate existing requirements, as indicated in the remarks below. The State Legislature has defined "feasible," for purposes of CEQA review, as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." [Public Resources Code Division 13, Chapter 2.5. Definitions, Subd. 21061.1.] In those instances where additional mitigation has been incorporated or mitigation has been revised, incremental reduction in impacts may be realized. However, results and conclusions of the EIR are not affected. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

AQMD-Suggested Measures	Remarks
Operational-source Emissions	
Restrict operation to "clean" trucks by implementing a program requiring the use of 2010 and newer diesel haul trucks (AQMD offers citation of an example clean truck program at [the following website]: http://www.ci.banning.ca.us/archives/30/July%2013,%202010%20City%20Council%20Agenda.pdf. If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, require tenants of the project to apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB and to use those funds if awarded.	**Incorporated.** Mitigation Measure 4.3.13 has been revised to incorporate the following requirement (please refer to Final EIR Section 4.0). • *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to use of fleet vehicles conforming to 2010 air quality standards or better.* • *If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, tenants of the project shall apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB, and shall use those funds if awarded.*
Prohibit siting any new sensitive land uses within 1,000 feet of the warehouse/ distribution center.	**Infeasible.** Development of the Project is consistent with City General Plan Land Use designations, and the General Plan currently includes residential land uses within 1,000 feet (0.19 miles) of the Project site. Moreover, as supported by the EIR analysis, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. The measure suggested by AQMD is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
Design the warehouse/distribution center such that entrances and exits discourage trucks from traversing past neighbors or other sensitive receptors.	**Not Required.** There are no significant and/or unmitigable operational air pollutant emissions impacts related to or resulting from the site plan configuration. As noted above, the 250-foot setback separating Project warehouse activity areas from the nearest residential property reduces localized operational emissions impacts to levels that are less-than-significant. It is further noted that the access concept proposed by the Project has been reviewed and preliminarily approved by the Lead Agency. The measure suggested by AQMD is not necessary.

AQMD-Suggested Measures	Remarks
Develop, adopt and enforce truck routes both in an*[d]* out of city and in and out of facilities.	**Replicates existing requirements.** Designated truck routes exist within the City. As noted in the City's General Plan, "Chapter 12.36 of the City Municipal Code regulates the travel and access of trucks on the City road system, and designates official truck routes. Designated truck routes change over time as new arterials are built, and commercial and industrial projects are completed." [City of Moreno Valley General Plan Circulation Element, Page 5-4.] The Applicant will comply with all designated truck route regulations and ordinances, both in and out of the City. Compliance with existing regulations and ordinances does not constitute mitigation.
Have truck routes clearly marked with trailblazer signs, so trucks will not enter residential areas,	**Replicates existing requirements.** Truck routes are marked by the City consistent with City sign regulations. The Applicant will comply with all City sign regulations and ordinances. Compliance with existing regulations and ordinances does not constitute mitigation.
Identify or develop secure locations outside of residential neighborhoods where truckers that live in the community can park their truck, such as a Park & Ride.	**Replicates existing Project design.** Adequate, secure parking areas are provided onsite for the use of Project-related trucks. No off-site parking is required or proposed.
Re-route truck traffic by adding direct off-ramps for the truck or by restricting truck traffic on certain sensitive routes.	**Infeasible.** Current location of the Project adjacent to the SR-60 minimizes non-freeway truck travel, and minimizes travel along residential streets. Addition of direct SR-60 off-ramps for trucks access the Project site is contrary to reasoned freeway design which by its nature limits freeway access and exit points. Within the State, Caltrans ultimately determines freeway access and exit locations and related ramp designs. The proposed measure would result in potentially significant and increased jurisdictional, traffic/circulation, and land use impacts when compared to the Project. Further, the suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors, and is therefore infeasible. The Applicant will comply with designated truck routes reducing truck traffic along sensitive routes.
Require or provide incentives for particulate traps that meet CARB certified level 3 requirements.	**Replicates existing requirements.** As a matter of California law, all on-road vehicles, whether or not they are used for the Project, are required to meet California Air Resources Board (CARB) emissions standards. Moreover, future tenancy of the Project is not yet known, and that trucks using the facility may include independent truckers. There is no feasible enforcement mechanism by which the operator of the facility could meaningfully enforce pollution control equipment requirements above and beyond state law requirements.

AQMD-Suggested Measures	Remarks
Electrify all service equipment at the facility.	**Incorporated.** Mitigation Measure 4.3.8 has been revised to incorporate the following requirement: • *All service equipment used during construction and in subsequent operation of the Project shall be electric or natural gas powered.* Similar to use of electrical equipment, use of natural gas equipment alternatively allowed under this mitigation measure acts to generally reduce localized criteria pollutant emissions. Natural gas equipment may in some cases be the only available alternative to diesel/gasoline powered equipment. Further, Mitigation Measure 4.3.13 has been revised to incorporate the following requirements (please refer to Final EIR Section 4.0). *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:* • *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance; and* • *Use of electric (instead of diesel or gasoline-powered) yard trucks.*
Improve traffic flow by signal synchronization.	**Replicates existing requirements.** Signal synchronization is currently administered by the City. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.
Construction-source Emissions	
Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. "It is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours" (Draft EIR Page 4.2-85).

AQMD-Suggested Measures	Remarks
Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM_{10} generation.	**Incorporated.** The following new mitigation measure has been created, and will be included in the Mitigation Monitoring Plan (please refer to Final EIR Section 4.0). *4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.*
Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine if and where dedicated turn lanes for construction equipment and trucks are required. Please refer to the preceding construction traffic management remarks.
Reroute construction trucks away from congested streets or sensitive receptor areas.	**Replicates existing requirements.** Construction traffic management is a standing City requirement as discussed in the Draft EIR. The City, as one element of the required construction area traffic management plan will determine appropriate construction truck routes. Please refer to the preceding construction traffic management remarks.
Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks, soil export).	**Otherwise Addressed.** Contractors will employ available equipment to include any 2010 and newer vehicles. Restricting the pool of suitable diesel haul trucks solely to model years 2010 or newer unreasonably limits the pool of available contractors and equipment. Moreover, there is no demonstrated nexus between construction model-year requirements and potential reductions in air quality impacts. Arguably, meaningful reductions in air pollutant emissions are achieved as much or more through efficient and appropriate operation of equipment as required herein (see for example Mitigation Measure*4.3.2: The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).* Further, all equipment (regardless of model-year) is required to comply with applicable CARB emissions standards, the appropriate gauge for emissions levels.

AQMD-Suggested Measures	Remarks
All off-road construction equipment shall be electrified. In the event that the use of electric off-road equipment is not feasible the operator shall ensure that any diesel powered off-road equipment meets EPA Tier 2 or higher emissions standards.	**Incorporated.** Electric construction equipment is not commonly or widely available or used in Southern California. Requiring sole use of electric construction equipment would effectively preclude participation by most, if not all, locally-based construction contractors. This would act to unnecessarily exclude otherwise qualified contractors, restrict the pool of available construction resources, increase costs through diminished competition. Mitigation Measure 4.3.8 has been revised to incorporate the following requirement(please refer to Final EIR Section 4.0): • *Use electric construction equipment where feasible.*

Response AQMD-6

AQMD suggests that the Lead Agency consider encouraging construction contractors to apply for SCAQMD Surplus Off-Road Opt-In for NOx (SOON) program funds.

- The following notation (incorporated at Mitigation Measure 4.3.9), shall appear on all construction document and plans:

> *Contractors are encouraged to apply for funding/assistance under the AQMD SOON program.*
> *See also www.aqmd.gov/tao/Implementation/SOONProgram.htm*

AQMD contact information is noted.

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MV00114980

From: Tom Hyatt [cdftom@aol.com]
Sent: Friday, December 10, 2010 9:18 PM
To: Jeffrey Bradshaw
Cc: Deanna Reeder
Subject: Warehouse

My neighbors and I oppose this project. After having the Mega Sketchers warehouse shoved down our throats by a corrupt developer and a city council that will flip their skirt up for him without questior we are vehemently against more unchecked commercial development. The City Council went to the trouble to re-name this end of the city "Rancho Belago", claiming it would be the upscale end of town yet the approve these ugly polluting warehouses when the zoning should be for 1/2 to 1 acre lots and upscale retail etc... How about a nice softba and swimming sports complex??? Why don't you go lease/ purchase some of the vacant warehouse space that can't even be filled in the south end of town?? How many diesel truck trips will this project generate on top of the Super Walmart and Sketchers projects already do??? Can't wait to see the cumulative air pollution totals! TH-1

Signed,

Tom H.
Moreno Valley Citizen

ATTACHMENT 20

Item No. E.3

TOM HYATT

Email Dated December 10, 2010

Response TH-1

The commentor states his opposition to the Project, presents his opinion regarding recent unrelated project approvals in the area, and suggests a "nice softball and swimming sports complex" be developed on-site. These opinions are acknowledged.

The basis for the commentor's statement that "the zoning should be for ½ to 1 acre lots and upscale retail, etc." is unclear. The existing zoning for the site is Business Park, which allows the types of uses proposed by the Project; however, would not allow for buildings of the size proposed by the Project. For this reason, the Project has requested a change of zone to Light Industrial. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23). Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.

The commentor suggests locating the Project in another area of the City. Several alternatives were analyzed as part of the Draft EIR, including, beginning on Draft EIR Page 5-37, alternative sites. As stated in Guidelines Section 15126.6,subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is served adequately by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million s.f. warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor expresses concern regarding the cumulative traffic and air quality impacts of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Super Walmart and Sketchers*[sic]*").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region.

The commentor is referred to Table 4.2-6 of the Draft EIR for the specific trip generation of the Project. Additionally, Draft EIR Section 5.0 presents a detailed discussion of the cumulative impacts of the Project. Specifically, cumulative impacts related to traffic and circulation are discussed at Draft EIR Pages 5-7 through 5-12. Cumulative impacts related to air quality are discussed on Draft EIR Pages 5-12 through 5-14. Results and conclusions of the Draft EIR are not affected.

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MV00114986

PLANNING COMMISSION RESOLUTION NO. 2011-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORENO VALLEY DENYING A CHANGE OF ZONE (PA08-0098) FROM BP (BUSINESS PARK) TO LI (LIGHT INDUSTRIAL) FOR AN APPROXIMATE 55 ACRE SITE, LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of a change of zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an approximately 55 acre site located on the south side of State Route 60, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the Zone Change application.

WHEREAS, on May 12, 2011, the Planning Commission passed a motion by a vote of 3 to 2 to deny the proposed Change in Zone.

WHEREAS, the project also includes applications for an Environmental Impact Report (EIR) (P08-133), a Municipal Code Amendment (PA10-0017), a Plot Plan (PA08-0097) and Tentative Parcel Map No. 36207 (PA09-0022). Since the Planning Commission voted to deny the Change of Zone, no action on the related project applications is required, since the applications are moot.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT HEREBY FOUND, DETERMINED AND RESOLVED by the Planning Commission of the City of Moreno Valley as follows:

A. This Planning Commission hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced meeting on May 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. The Moreno Valley General Plan designates State Route 60 (SR-60) as a local scenic road (Policy 7.7.3). In addition, Figure 5.11-1, "Major Scenic Resources," illustrates that the Project site is located within a view corridor. The proposed Change of Zone may not be consistent with the General Plan's policy regarding protection of scenic resources.

ATTACHMENT 21

The proposed project includes a 937,260 square foot warehouse industrial building which far exceeds the maximum building area of 50,000 square feet as permitted by the current zoning designation of Business Park. A business park comprised of smaller buildings (50,000 square feet or less) might afford opportunities for view corridors between the structures.

The proposed architectural design of the facility is not consistent with that of other approved warehouse facilities in the vicinity. A change of zone to LI would allow for buildings greater than 50,000 square feet in size. Adequately designing a building elevation(s) that is visible along a scenic corridor might prove difficult due to the scale and massing of a single large warehouse building.

2. The proposed warehouse industrial buildings would dramatically increase the amount of heavy truck traffic both onsite as well as on adjacent Redlands Boulevard leading from the project to Highway 60. Potential conflicts may be created with the mixing of heavy trucks and residential and business park traffic. The increase in heavy truck traffic may be inconsistent with the lower intensity business park uses and residential uses identified on the General Plan Land Use Element for this area. The proposed warehouse industrial building may be better suited to areas in the City that provide better access to the freeway system through upgraded roadways and freeway interchanges.

BE IT FURTHER RESOLVED that the Planning Commission **HEREBY APPROVES** Resolution No. 2011-13, **DENYING** a Change of Zone (PA08-0098) for an approximate 55 acre site from BP (Business Park) to LI (Light Industrial).

APPROVED this 12th day of May, 2011.

Ray L. Baker
Vice-Chair, Planning Commission

ATTEST:

John C. Terell, Planning Official
Secretary to the Planning Commission

APPROVED AS TO FORM:

Deputy City Attorney

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t: (562) 856-3819 | f: (562) 856-3820
www.rptrust.com

City of Moreno Valley City Council Members
c/o City of Moreno Valley Planning Division
14177 Frederick Street
Moreno Valley, CA 92553

Re: P08-133, PA08-0097, 0098, 0022 and PA08-0017

Dear Council Members Stewart, Batey, Hastings, Molina and Co:

Please accept this letter as our formal appeal of the City of Moreno Valley Planning Commission denial of the proposed Westridge Commerce Center Project (the "Project") at the Planning Commission Meeting held on May 12, 2011. Specifics of the Project are as follows:

Case Description:
Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Pursuant to the denial, there were many questions and discussions centered on the following:
1) Aesthetics (the Architecture of the building).
2) The uncertainty of a known lessee at this time.
3) Traffic
Our position and basis for our appeal relating to the above are:
1) We have constructed buildings in Centerpointe Business Park (across Frederick Street from City Hall) that are similar to what we are proposing at WestRidge Commerce Center and we have received many compliments from past planning commissions and city councils. This issue is totally personal, subjective, and without merit. We worked hard with staff to make this building appealing and to the level of standards Moreno Valley can be very proud of. In fact, the WestRidge Commerce Center architect, HPA, is the same architect for the Skechers building.
2) It is a very rare situation to have a lessee sign a lease for a building without the entitlements in place. The fact that Skechers signed a lease without entitlements is rare. Considering Skechers is a partner in the building with Highland Fairview and the fact there are very few, if any, sites available in the Inland Empire of a size to accommodate the large Skechers building.

ATTACHMENT 22

3) Intersections and roadway improvements were clearly identified in the traffic analysis as being necessary to maintain or improve operational levels of service for this Project and General Plan. This Project will build all required improvements in the immediate vicinity as well as other off-site infrastructure required by the development. Furthermore, Redlands Blvd is a city designated truck route and the planning commission stated they did not want trucks mixing with automobiles.

Applicant:
Ridge Rancho Belago, LLC

Owner:
Ridge Rancho Belago, LLC

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

Community & Economic Development Department
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-3206
(951) 413-3210 FAX

PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

☐ Administrative Plot Plan	☐ Development Agreement	☐ Specific Plan
☐ Administrative Variance	☐ Development Code Amendment	☐ Specific Plan Amendment
☐ Amended Conditional Use Permit	☐ Extension of Time	☐ Tentative Parcel Map
☐ Amended Plot Plan	☐ General Plan Amendment	☐ Tentative Tract Map
☐ Change of Zone	☐ Plot Plan	☐ Variance
☐ Conditional Use Permit	☐ Pre-Application Review	☒ Other Appeal

APPLICATION INFORMATION

Project/Business Name (if any): West Ridge Commerce Center

Project Description: The project proposes the development of a 937,260 SF warehouse facility on 55 acres. This application is to appeal the Planning Commission denial of the project on May 12, 2011.

Property Address/Location: South of SR60 on the north side of Eucalyptus Ave and approximately 650 feet west of Redlands Blvd

Assessor's Parcel Number(s): 488-330-003 Through -006 and -026

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:

Related Application(s): Specific Plan Name/No. :

CONTACT PERSONS

APPLICANT Name: Ridge Rancho Belago LLC — Telephone: (562) 856-3819

Address: 201 Covina Ave, Suite 8 — Fax No. (562) 856-3820

City: Long Beach — State: CA — Zip: 90803 — E-mail Address: dave@rptrust.com

Contact Person: Dennis Rice

OWNER Name: Same as above — Telephone: ( )

Address: — Fax No. ( )

City: — State: — Zip — E-mail Address:

Contact Person:

REPRESENTATIVE Name: Inland Empire Development Services — Telephone: (951) 845-1003 cell 909-325-0430

Address 931 Monarch Court — Fax No. (951) 845-9775

City: Beaumont — State: CA — Zip: 92223 — E-mail Address: gibson2@msn.com

Contact Person:

APPLICATION CONTINUES ON REVERSE

Item No. E.3

MV00114991

PROJECT INFORMATION

Existing Zoning and General Plan Designations	
Proposed Zoning and General Plan Designations (if applicable)	
Existing Uses and/or Structures on Site	
Surrounding Uses: North	
South	
East	
West	
Lot Size(s) (Sq. Ft.) (Smallest/Largest)	Graded Area (sq. ft.)
Total Building Size (Sq. Ft.)	Impervious area (sq. ft.)
Setbacks: Front	Flood Zone
Side (interior)	
Side (street side)	
Rear	
Maximum Building Height	
Total No. of Parking Stalls:	
Standard	
Handicapped	

N/A

APPLICATION PROCESSING

Each application must be submitted with the required processing fee and all applicable submittal requirements. Additional information or materials may be needed before an application is accepted as complete. An incomplete application may be closed if it remains inactive for 180 days or more.

OWNER'S SIGNATURE

I, Ridge Ranch Belago LLC am the owner of the property described in this application and hereby authorize
Print Name

Dennis S. Rice to act on my behalf on matters pertaining to this application.
Applicant/Representative Name

Property Owner's Signature — Date: 5-18-2011

Note: If more than one owner, a separate page must be attached, listing the names and addresses of all persons (if a corporation, list officers and principals) having interest in the property ownership.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all the foregoing information is true and correct, and recognize that any false or misleading information shall be grounds for denial of this application. I also acknowledge that I am aware of and agree to indemnify the City in any legal proceedings pertaining to this request for discretionary land use approval. Section 9.02.310 of the Moreno Valley Municipal Code.

Applicant's Signature — Date: 5-18-2011

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	5-17-11	CHECK NUMBER	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

RIDGE RANCHO BELAGO, LLC
8430 WEST BRYN MAWR AVE
SUITE 400
CHICAGO, IL 60631
773-695-1250

JP MORGAN CHASE BANK, N.A.
CHICAGO, IL 60603

2-1/710

DATE	CHECK NO.	AMOUNT
May 17, 2011	1194	**********$750.00

Pay:**********Seven hundred fifty dollars and no cents

PAY TO THE ORDER OF
CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK---HOLD AT AN ANGLE TO VIEW

⑈00000 1194⑈ ⑆071000013⑆ 154912 3⑈

Item No. E.3

MV00114993

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MV00114994

From: george hague
Sent: Thursday, May 05, 2011 2:55 PM
To: John Terell
Cc: Jeffrey Bradshaw
Subject: Please send my letter to all the Planning Commissioners today (5-5-11) concerning the West Ridge Commerce Center FEIR

Good afternoon Planning Commissioner,

I hope the planning department has helped those of you who are not use to reading Final Environmental Impact Reports (FEIR). I am sure it would help with the West Ridge Commerce Center FEIR.

In 2009 some Moreno Valley residents responded to a Notice of Preparation (NOP) for this project. These comments were to let those who prepare the document know what we wanted studied and answered in the Draft Environmental Impact Report (DEIR). You should realize that those who do the studies are paid for by the developer and realize that if they want a good reputation among the development community that their report must be favorable to the project. It would be better if we would go back to Moreno Valley's previous system where the report from consultants goes directly to the Moreno Valley Planning department instead of first passing through the hands of the developer where it many times gets massaged.

Last Fall The DEIR was made available which you should read. Different agencies/groups/individuals used the 45 days they were given to read and make comments on the adequacies of the West Ridge Commerce Center's DEIR. They turned in their comments during the first part of last December.

Section three of the FEIR has these commenters original letters which you will notice have been blocked off. You should make an effort to read each of these letters and only then read the responses which immediately follow the original letters. Many of those who write letters believe the responses do not do justice to their concerns and questions. On projects like this it is good to study what the Department of Transportation(DOT) and the South Coast Air Quality Management District (SCAQMD) wanted from this project and the responses they received. These and other agencies are to help protect us and guide us towards better planning. It is sad when responses to their letters are not serious, but just pass the buck.

In section two of the FEIR you will see what I call weasel words which require nothing. Words like "where feasible", "shall encourage", and "greatest extent practical" are just a few examples. These may sound good, but usually result in little, if any, mitigation. Words like "shall" and "will" instead of "should" are more binding and therefor avoided.

Section four has the Mitigation Monitoring Plan which should also be read in order that they are mitigating those items which are brought up in the comment letters.

Usually they bury at the end of some document that which they call "Overriding Considerations". These are the impacts to Moreno Valley which could not be mitigated. This could be such things as toxic diesel air pollution (pm 10 and pm 2.5) which cause significant health effects. It is very sad when projects make the air more toxic to breath-- especially for children and the elderly.

ATTACHMENT 23

Appendix A points out some of these air pollution problems and they should be read by decision makers.

Since I am sure most of you have regular jobs, I find it very sad that you have not been given time to do justice to this FEIR. It must be especially difficult when a couple of our weekends prior to your meeting have holidays that many people enjoy to celebrate. You should ask the planning department for more time to educate yourself by reading the document.

Your responsibility is to "protect the health, safety and welfare" of the residents of Moreno Valley. Only after you have read this document can you fulfill your responsibility.

Take care,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

From: george hague
Date: May 9, 2011 11:03:09 AM PDT
To: John Terell <JohnT@moval.org>
Cc: Jeffrey Bradshaw <JeffreyB@moval.org>, gracee@moval.org
Subject: West Ridge Commerce Center Experts & Editorial on Tortoises & Solar threat | Press-Enterprise Editorials | PE.com | Southern California News | News for Inland Southern California

Good afternoon/evening Planning Commissioner,

Lat week I sent you an email about reading the environmental documents for the West Ridge Commerce Center warehouse. I mentioned in that email how developer consultants/experts sometimes supply reports which benefit the proposed project---even when they are selected from an "approved" list. The last line of the second paragraph of this past Saturday's Editorial does a nice job of pointing this out where it reads "studies commissioned by the developer". I hope you will read this editorial and realize this happens on many projects. It is only when agencies like the Department of Transportation, South Coast Air Quality Management District and as well as others who job it is to help you plan for our city respond to DEIRs that you get a much more unbiased/independent view. I hope you will remember this when West Ridge Commerce Center and other developers respond in their FEIRs to these agencies letters.

Take care,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

Solar threat

08:24 PM PDT on Friday, May 6, 2011

The discovery of far more desert tortoises than expected near a planned solar power plant in the Mojave Desert should prompt federal officials to rethink the project. And the incident should spur federal officials to require independent environmental studies before bulldozers roll on future solar projects.

Last week, a U.S. Bureau of Land Management assessment found the $2.1 billion BrightSource Energy Co. project near Primm, Nev., would disturb up to 3,000 tortoises and kill as many as 700 young ones. That far exceeds an estimate of 32 of the threatened species at the site -- a number derived from studies commissioned by the developer. ATTACHMENT 24

After biologists relocated 39 tortoises -- the maximum allowed -- BLM officials last month ordered BrightSource to stop work on two-thirds of the 5.6-square-mile site. U.S. Fish and Wildlife Service officials will decide soon if completing the second and third phases of the Ivanpah Solar Electric Generating System -- which would nearly double the amount of solar electricity produced in the country -- would jeopardize the species.

The clean energy generated by this project is no excuse for federal officials to allow shoddy surveys that underestimate the tortoise population. A developer rushing to qualify for hundreds of millions in federal "stimulus" funding is hardly an objective source about issues that could obstruct construction. Federal officials should have required an independent biological survey before grading and construction work began in October. And that approach should be standard for the numerous solar projects now proposed for desert land.

In this case, the sheer number of the animals that would be killed or disturbed by the solar plant justifies a significant downsizing -- eliminating one or both of the last two phases. Federal officials could have avoided such backtracking had they had the right information before BrightSource broke ground.

Wildlife officials are likely under political pressure to let the developer proceed with much of the project. But even a compromise such as relocating large numbers of the animals would be highly risky. In 2008, the U.S. Army suspended a tortoise relocation effort at Fort Irwin after about 90 of the 556 tortoises moved died, mostly killed by coyotes.

The Mojave Desert, with endless sunny days, is not a bad place for solar power plants. But federal officials need to do a better job of surveying the native wildlife before construction starts. Green projects should not, ironically, degrade the very environment they are meant to help sustain.

From: george hague
Sent: Wednesday, May 11, 2011 10:29 PM
To: John Terell
Cc: Jeffrey Bradshaw; Grace Espino-Salcedo
Subject: PLEASE READ re West Ridge Commerce Center Final Environmental Impact Report (FEIR)
Good evening Planning Commissioners,

YOU NEED TO ASK TONIGHT NOT WHAT THE OPENING-YEAR TRUCK TRAFFIC WILL BE, BUT WHAT IS THE PROJECT DESIGNED FOR AND WHAT WILL THE TRUCK TRAFFIC BE WHEN THE PROJECT IS USED TO ITS FULLEST CAPACITY AND NOT LIMITED TO JUST REDLANDS BLVD IN FUTURE YEARS.

"Estimated opening-year average daily Project-generated truck traffic ingressing/egressing the Project site via Redlands Boulevard includes:

97 two-axel trucks;

220 three-axel trucks; and

539 four-axel trucks." (FEIR p 3-58 & p 3-88 & p 3-163 & other pages)

THESE NUMBERS ARE A DISSERVICE TO YOU AND THE PUBLIC. THE FULL IMPACTS ON TRAFFIC AND AIR QUALITY ARE NOT FULLING EXPLAINED AS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND THEREFORE THE FEIR IS INADEQUATE. THEY ARE REQUIRED TO BE EASILY UNDERSTOOD BY THE PULIC AND MITIGATED BEYOND WHAT WEST RIDGE COMMERCE CENTER TRULLY HAS COMMITTED TO IMPLEMENT.

You should not vote on this or any other project unless you have read the documents. You should never just rely on Staff Reports. The Planning Commission should represent all the many varied interests/concerns of the residents of Moreno Valley. I believe if you read all the letters from the agencies as well as the public and groups you will see that many of their legitimate CEQA concerns were not answered or the buck was passed.

Thank you,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

ATTCHMENT 25

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Johnson & Sedlack
ATTORNEYS at LAW

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Facsimile: 951-506-9725

May 12, 2011

Planning Commission
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

Community Development Director
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

VIA US MAIL AND FACSIMILE

RE: Final Environmental Impact Report for Westridge Commerce Center, State Clearinghouse No. 2009101008.

Greetings:

This firm submits the following comments on behalf of Residents for a Livable Moreno Valley, the Moreno Valley Group of the Sierra Club, and area residents after reviewing the Final Environmental Impact Report (FEIR) for the Westridge Commerce Center.

The California Environmental Quality Act (CEQA) was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the EIR as an informational document.

Unfortunately, the FEIR for this Project fails as an informational document. The EIR misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. The FEIR is also internally inconsistent, with statements and conclusions made from one section to another in conflict with one another.

On top of these inadequacies, the FEIR is almost constantly conclusory, and does not provide the analysis or examination required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusions.

CEQA also requires that ***where feasible mitigation exists which can substantially lessen the environmental impacts of a project, all feasible mitigation must be adopted.*** In this way CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. For this project, the FEIR concludes that *unavoidable* adverse impacts will result to/from the following: aesthetics, air quality, noise, and transportation/traffic.

Feasible mitigation measures exist which would reduce these impacts, and ***which have not been required of this project.*** This is contrary to the requirements of CEQA, and the additional feasible mitigation provided in the comments must be required of this project.

Moreover, all mitigation measures required in the FEIR ***must be fully enforceable and certain to occur.*** This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable mitigation measures. While it appears that substantial mitigation was incorporated into the project, ***very little mitigation is actually enforceable and required.*** Also, some mitigation measures are included in the text revisions section, yet have not been incorporated into the Mitigation Monitoring Plan. This is unacceptable.

The FEIR fails to make findings supported by substantial evidence in the record. CEQA requires that an agency must make specific findings, based on substantial evidence in the record, where a project has been determined to have significant environmental effects. Here, the findings are nothing more than conclusory statements, and there is no attempt to trace the path from evidence to the conclusions reached. The findings made are not supported by substantial evidence in the record as discussed herein and in our previous comments on the DEIR.

The FEIR lastly fails to adequately respond to the significant environmental points raised in public comments pursuant to CEQA Guidelines. Particularly, Guidelines § 15088 (c) requires that a response to comments evince a "good faith, reasoned analysis." "Conclusory statements unsupported by factual information will not suffice." (Guidelines § 15088 (c).) The FEIR fails to properly respond to comments and often ignores comments altogether. Also, the responses tend to generalize specific comments made by the commenter. For instance, a comment regarding cumulative air pollution impacts which asks: "Has this been taken into consideration, and wouldn't it be advisable to restrict commercial land use to less concentrated populations of heavy polluters, such as diesel trucks?" is responded to generally: "The commenter expresses concerns regarding the cumulative effects (air pollution) of this Project when combined with other vicinity projects." (Comment and response for SCR-2) These generalizations tend to result in responses which do not respond to the comments and questions presented. This is contrary to the policies of CEQA.

In additional to the general comments above, the below specific inadequacies were discovered upon review of the FEIR:

Text Revisions:

- Revision to 3.5.12 Screening: It is unclear why the sentence ends in an ellipsis. Was more intended to be included here?
- The language of Air Quality Mitigation 4.3.8 is uncertain and vague.
    - The introductory statement is unclear and should be omitted, as discussed below.
    - Where the mitigation measures state that a measure shall be used "where feasible," this language must omitted or changed to read where "technologically feasible" so that the mitigation measures are certain and enforceable.

- At Mitigation Measure 4.3.13 for GHG's, lease/ purchase documents must require, not merely encourage lessors or purchasers to comply with the measures provided.
- Mitigation Measure 4.7.2 states that artifacts will be curated where preservation in place is infeasible. This measure should require that this determination of infeasibility be made by a qualified archaeologist and approved by the City.
- At Mitigation Measure 4.7.3: the paleontological mitigation-monitoring plan must be developed prior to project approval so it may be determined that such mitigation is sufficient to reduce paleontological impacts. As is, the paleontological mitigation-monitoring plan is impermissibly deferred per CEQA and case law. Also at the third bullet, the word "salvage" should be changed to something which implies that fossils are being properly cared for. Likewise, "to avoid construction delays" should be removed: the purpose is to mitigate for potentially significant paleontological impacts, *not* to remove all impediments to construction as quickly and haphazardly as possible.
- Mitigation Measure 4.8.5 should require that all habitat replacement, revegetation and mitigation for impacts to riparian habitat be implemented by an approved biological monitor. The measure should also require that, if in 3 years the success criterion of 80% has not yet been achieved, revegetation and other mitigation shall continue until such criterion is achieved.

Responses to Comments:

Responses to Johnson & Sedlack Comments:

Response to JS-5 does not evidence a good faith, reasoned response. First, the response states that despite a finding of significant and unavoidable impacts to agriculture in the GPEIR, the agricultural impacts of this project are less than significant. To the contrary, a reasoned outlook would find project impacts to be significant and unavoidable as detailed and considered in the GPEIR, and for which a statement of overriding consideration was necessary. Second, the response ignores the fact that, where an EIR tiers off of a broader EIR, CEQA requires that effects of later projects should be evaluated if they are *susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, the imposition of conditions, etc.* (Guidelines § 15152) Here, Johnson & Sedlack has provided two possible mitigation measures, namely conservation easements or donation of funds, which would reduce the project's impacts to agriculture and therefore must be considered.

Response to JS-6 does not provide a reason for failing disclose that the project is located in a PAKO zone. The response also states, without substantiation, that there is no indication that the project would interfere with animal keeping, where the project would plainly alter the rural nature of the area. (DEIR p. 5-5)

Response to JS-7 is incorrect. Specifically, the comment stated that the assumption of zero VMT for on road truck travel was erroneously assumed in the Air Study. At Appendix A, page 1 Phase: Fine Grading 7/1/2009-7/15/2009 (Phase 2 Grading), the air study plainly states On Road Truck Travel as zero. The air quality analysis remains flawed and understates impacts from fine grading.

Response to JS-14 and other comments apply a too strict standard for evaluating mitigation measures proposed by commenters on a DEIR. A commenter need not demonstrate the quantitative efficacy of a measure nor a nexus between each mitigation measure presented and its benefit. This demonstration of need and nexus is a requirement of the measure itself to be determined by the lead agency. (Guidelines 15126.4(a)(4) and (5).) Rather, a commenter need only suggest specific alternatives and/or mitigation measures that would avoid or mitigate a significant effect. (Guidelines § 15204(a).) The comment states that measures proposed will reduce construction air quality emissions.

Moreover, the mitigation measures deemed "incorporated" per JS-14 are not actually incorporated as project mitigation at MM 4.3.8. Namely, the "mitigation" does not apply to the project itself, but instead must be notated in "Grading plans, construction specifications and bid documents…" The measures may not be implemented for construction of the project itself while still complying with the terms of MM4.3.8, namely by adding a notation within the construction documents. Hence, this supposed incorporation of mitigation measures does not actually occur, and not all feasible mitigation has been required of this project. MM4.3.8 is uncertain and unenforceable.

JS-14 number 20 is not included in MM 4.3.13 in the Mitigation Monitoring Plan, despite the statement to the contrary. Moreover, MM4.3.13 generally applies to operational impacts and not construction impacts, as evidenced by the timing of monitoring, "Before issuance of first Certificate of Occupancy," and thus will not mitigate for construction emissions. Number 21 is included, but with the limit that "a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit." This is a severe limitation on the measure recommended and such limitation is not disclosed in the response to comments. The mitigation measure *as recommended* must be adopted.

Response to JS-15 is unresponsive to the comment made regarding the need to note variances from URBEMIS defaults for informational purposes. The comment does not state that variances from defaults are improper, as the response asserts, but merely that they must be disclosed.

Response to JS-17 alleges that, "The Lead Agency cannot control emissions from the tailpipes of vehicles traveling to/from the facility." This is simply untrue. The lead agency may adopt mitigation measures, such as those recommended by the commenter requiring that lessees/purchasers become SmartWay partners, meet 2010 air quality standards or better, etc.

Response to JS-19 has the same problems as the response to JS-14, ***namely that almost all of the mitigation measures deemed "incorporated" at MM4.3.13 are not actually incorporated as certain and enforceable mitigation measures of the project.*** Instead, MM4.3.13, bullet 7, merely requires that, "Lease/purchase documents shall identify that tenants are *encouraged* to provide incentives to realize the following…" [emphasis added]. Hence all that is required is a *written provision* in the lease/purchase documents *encouraging* the use of incentives, not any actual requirement that mitigation be implemented. These repeated untruths in the response to comments cause the FEIR to fail as an informational document and are completely contrary to CEQA policy that mitigation be certain and enforceable.

Likewise, JS-19 number 19 is not incorporated into mitigation as stated in the Response and is vague and uncertain. In 4.3.10 (not 4.3.11 as stated), the mitigation required is that "All entrances shall be *posted with signs* which state: ...Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes..." [emphasis added] The mitigation does not prohibit the idling of trucks in excess of three minutes, but instead merely requires the posting of signs to that effect prior to the first Certificate of Occupancy.

Response to JS-30 is unresponsive to the comment made regarding insufficient project noise mitigation. Response to JS-31 provides no reason for failing to incorporate the performance standard of noise barriers which will reduce noise at sensitive receptors to no more than 60dBA Leq, particularly.

Response to JS-33 (1) refuses to incorporate mitigation measures which would reduce significant construction noise impacts without finding that such mitigation is infeasible. Instead, the response merely states that such mitigation is not required, but is only recommended, by the Noise Impact Analysis. CEQA provides that agencies may not approve projects for which feasible mitigation measures exist which would reduce a project's significant environmental effects. Here, the comment suggested feasible mitigation to reduce construction noise impacts which were, in turn, recommended in the Noise Impact Analysis. Such mitigation is not shown to be infeasible, and therefore must be incorporated in the project. At (4), the mitigation at 4.3.8 is inadequate and unenforceable. At (5), MM 4.3.10 does not prohibit the idling of trucks in excess of three minutes, but instead merely requires the posting of signs to that effect prior to the first Certificate of Occupancy.

Response to JS-34 incorrectly insinuates that, in determining a projects noise impacts, the noise from transportation/trucks should be omitted. While ambient noise may not be included to determine a project's noise impacts, impacts directly related to the project's operations must be included in the EIR's determination, as they are incorporated into the whole of the project. This response is also greatly unresponsive to the comment made.

Response to JS-35 merely restates the EIR and does not evidence a good faith response to the comment made. Specifically, the comment notes that the EIR does not provide data regarding groundbourne vibration levels nor evaluate potential impacts to people. The response repeats these issues, but fails to address them in the EIR, or alternatively to provide a reason for failing to correct the EIR.

Response to JS-39 does not evidence a good faith, reasoned response to the comment made and does not adopt feasible mitigation to reduce project noise impacts.

Response to JS-40 is unresponsive to the comment made regarding impacts to 1-215. The response instead dissolves into a discussion of SR-60.

Response to JS-42 (5) and (6) are included at MM 4.3.8, but in a manner which is unenforceable and requires zero actual mitigation to occur, as discussed above regarding JS-14. Numbers (7)

and (8) are not included at MM 4.3.8 at all, despite the statement to the contrary in the response to comments.

Response to JS-53 is conclusory and does not evidence a good faith, reasoned response to the comments made.

Other Responses to Comments

Please note that many responses to comments are repeated throughout the FEIR. The evaluation of inadequate responses below will often refer only to the first time the response is given, where such responses are repeated. Moreover, such inadequacies are likely discussed with regards to responses to Johnson & Sedlack's comments above.

- Response to CDFG-10 does not provide a good faith reason for failing to require a 3:1 replacement ratio of riparian habitat as recommended by CDFG. Specifically, CDFG stated that, "The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or offsite at a minimum 3:1 replacement-to-impact ratio…" The response cites no reason based on substantial evidence in the record for failing to incorporate this mitigation.
- Response to EMWD-2 is inadequate and conclusory. The commenter noted that impacts from construction will likely create impacts to service which must be evaluated in the EIR. However, the response states, based on no evidence in the record, that the conclusions of the Draft EIR are not affected by the inclusion of this potential impact in the EIR's analysis. Such analysis must first be conducted in order for this conclusion to be made.
- Response to RCFC-3 does not respond to the comment made. The commenter stated that the Project must *demonstrate consistency* with the MSHCP, not that the project must comply with the MSHCP requirements. A project may comply with the MSHCP requirements and still be inconsistent.
- Response to MA-4 is conclusory and not based on reasoning or evidence in the record.
- Response to MA-7 is unresponsive to the comment made regarding impacts to freeways, overpasses, and roads which will not receive the fees paid by this project for improvements and for which improvements are uncertain. The response also seems to suggest that the project will be gifting massive sums of money to the state and region for improvements. This response fails to state, however, that the fees to be paid by this project are for the purpose of mitigating this project's environmental impacts.
- Response to MA-10 is contradictory and does not respond to the comment made. The response states that project traffic will not pass through residential neighborhoods, while noting that properties adjacent to the access road to the site are designated residential. Moreover, the comment made stated that trucks often pass through "or near residential areas." Also, the comment clearly states that, for truck impacts *to roadway surfaces*, 1 truck =1,000 cars. The referenced portion of the EIR instead discusses traffic/ truck volume impacts, not necessarily impacts to roadway surfaces.

- Response to LA-2 does not respond to the comment made which inquires which mitigation measures were found to be infeasible and will not be required of this project.
- Response to LA-3 is unresponsive to the comment made. The comment inquires what protection measures against Diesel PM will be implemented for the warehouse workers, and the response merely states that the impacts to on-site workers are not analyzed in the EIR. Nonetheless, mitigation measures, conditions, and project design may implement *protection* measures. Also CAL/OHSA may require additional worker protection measures. The FEIR is thus unresponsive to the comment made.
- Response LA-4 is conclusory and states, without reference to any evidence in the record that, "No potentially hazardous materials, beyond those described [paint, solvents, fertilizers, etc.] are anticipated to be handled at the site." There is simply no basis for this conclusion. The remainder of the commenter's concerns regarding spills and smoke plumes are unaddressed.
- Response to LA-5 states that the level of LEED certification cannot be determined as the tenants and uses are unknown. However, it would be feasible to require at least LEED silver certification by contract specification. If a higher LEED certification was deemed possible, there is no bar from achieving that higher level.
- Response to GB-2 is unresponsive to the comment made. Namely, the commenter merely asked what "environmental aspects" of the site are missing from the Geotechnical investigation. This question remains unanswered in the response.
- Responses to GB-5, GB-7, and GB-9 neither make needed changes to the EIR nor provide good faith, reasoned responses for determining not to make those changes. Specifically, the commenter asked why the Casa Loma fault was not included in the EIR when it is proximate to the project. The responses ignore the EIR's role as an informational document and determined that, since the project would nonetheless comply with the California Building Code, such information could be omitted. This is contrary to the information disclosure requirements of CEQA. Likewise, the response at GB-5 notes that the Casa Loma fault was likely not included in the UBCSEIS database. None of these three responses, however, support a determination that the project will not be impacted by this fault.
- Response to GB-8 is unresponsive to the comment made.
- Response to GB-10 neither makes needed changes to the EIR nor provides good faith, reasoned responses for determining not to make those changes. The commenter points out scenic resources which were unincorporated into the EIR and the DEIR description, and the response seems to concur that these scenic resources are significant and were omitted. Beyond such concurrence, however, no changes are made to the EIR or explanation given for determining not to make those changes.
- Response to CCA-1 is unresponsive to the comment made. The commenter specifically asks what mitigation will occur for cumulative traffic and diesel impacts. No response to this inquiry is given.
- Response to CCA-2 is likewise unresponsive to the inquiries made regarding noise impacts and mitigation for cumulative impacts.
- Response to CCA-3 does not evidence that the project adopted all feasible mitigation. Comment CCA-3 recommended additional and certain mitigation which was not discussed in the response and not determined to be infeasible. Such measures as retrofit

all trucks and phase them in over a period of time must be included to reduce the project's air quality impacts.

- Response to FNSJ-3 is unresponsive to the comment made. The commenter stated that agricultural impacts for this project were deemed potentially significant and should be mitigated through the purchase of conservation easements. The response ignores the fact that, where an EIR tiers off of a broader EIR, CEQA requires that effects of later projects should be evaluated if they are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, the imposition of conditions, etc. (Guidelines § 15152) Here, the commenter plainly states that such potentially significant impacts could be reduced through purchase of conservation easements, and the comment should be given substantial consideration.
- Response to FNSJ-4 does not find that it is infeasible to require that off-road heavy construction to meet CARB Tier III or better certification. Such mitigation is feasible and would significantly reduce the project's air quality impacts. The measure must be required.
- Response to FNSJ-7 combines many comments and provides conclusory, unreasoned, and unresponsive responses. The response ignores the comment calling for a discussion of air quality impacts to health risks and impacts to biological resources.
- Response to FNSJ-8 combines the response to at least four comments into one, and goes on to ignore several of the comments made. For instance, there is not response made to the comment that growth inducing impacts on air quality were not evaluated.
- Response to FNSJ-12 does not evince a good faith, reasoned response to the comments made that impacts from global warming on the project must be analyzed; potentially exacerbated project impacts as a result of climate change must be analyzed; and global warming impacts on water supply and flooding must be analyzed.
- Response to FNSJ-16 does not respond to the question raised regarding onsite eating facilities.
- Responses to FNSJ regarding mitigation measures (FNSJ-18-20) seem to state that the *commenter* need to demonstrate that mitigation is either required or a nexus such that mitigation is necessary. This is not a showing required of a commenter in proposing mitigation; this is a requirement of the measure itself to be determined by the lead agency, as discussed above. (Guidelines 15126.4(a)(4) and (5).)
- Response to FNSJ-22 notes that four of the alternative sites considered are not available, yet irrationally concludes that by considering four unavailable and impossible alternative sites, a reasonable range of alternatives was considered. None of these "alternatives" may be included in the range of alternatives considered when, in fact, only Alternative Site 5 was considered. The response also does not address the issue of quantification of impacts raised by the commenter.
- Response to SG-1 is unresponsive to the comment made. The commenter notes the potential for blight in the area due to unoccupied buildings, aesthetic impacts, and long term growth inducing impacts from the zone change. No response is made to these issues.
- Response to SG-8 does not respond to the issue raised of reinforcing the roof and installing solar panels.

- Response to HF-1 is unresponsive to the comments made and fails to demonstrate a good faith, reasoned response.
- Response to SM-3 is conclusory and fails to provide reasoning. Likewise, NDN-5. The project fails to incorporate feasible mitigation recommended previously by Johnson & Sedlack, discussed above, including mitigation recommended in the Noise Impact Study.
- Response to DR1-6 is unresponsive to the comment made suggesting an alternative site by March Global Port.
- Response to SC-4 does not respond to what time of day truck trips are expected, merely that the project is assumed to be operation 24/7. This is unresponsive to the comment made and fails to provide any hourly expectations, particularly during peak hours.
- Response to TT-7 does not find it infeasible to require additional wall offsets in order to mitigate for aesthetic impacts. Instead, the response purports to defer this potential mitigation to a later time. This is improper and this mitigation measure must be required of the project.
- Response to TT-11 does not incorporate or find infeasible the mitigation recommended including requiring that a percentage of the fleet vehicles of tenants be low or zero emission and requiring soot filters or the latest available technology.
- Response to RJ-C-1 is unresponsive to the comment made.

Mitigation Monitoring Plan:

The following comments on the MMP are in addition to comments made previously in the "Text Revisions" section.

Traffic:
Many of the traffic mitigation measures state that the improvement will be funded through participation in the TUMF, DIF, or other fair share program. It is unclear in the MMP, however, whether the applicant need only pay into the program prior to issuance of the first building permit, or whether the improvements must be completed prior to issuance of the first building permit in order to mitigate for the traffic impacts listed. This should be clarified so that mitigation is certain and enforceable in the monitoring program.

Air Quality:
Not all feasible mitigation has been adopted to reduce air quality impacts from the project.

MM 4.3.2 in the MMP does not make the alterations stated in the responses to comments and text revision section (removing "during smog season", etc.) Moreover, trucks should be limited from idling beyond 3 minutes.

MM4.3.4 requires that contractors for the project will use CARB Tier 2 equipment or better. It is feasible to require at least Tier 3 certified or better.

For MM 4.3.6, it is feasible to require that only existing electrical power sources may be used; no diesel or gasoline powered generators shall not be utilized for project construction.

For MM 4.3.8, the language creates uncertain and unenforceable. Measures must only be included in plans and bid documents which may be subsequently altered and are not required of the project itself as written. The language must be changed to delete the introductory statement such that the mitigation measures apply directly to the project. Also, at bullets 6, 8, 9, and 10 which state that a measure shall be used "where feasible," this language must omitted or changed to read where "technologically possible." Likewise, at bullet 12, the "greatest extent practical" language must be deleted. As currently written, such mitigation measures are unenforceable and contrary to CEQA. Finally, bullet 14 states that all forklifts used in the operation of the Project shall be electric or natural gas powered, where MM 4.3.8 applies only to construction and construction contracts. This measure should be repeated elsewhere to reduce operation air quality impacts of the project.

MM 4.3.10 represents only one half of the mitigation measure- the posting of signs. An additional mitigation measure and/or monitoring program must be adopted for the second half of the mitigation measure-enforcement of the measures by the on-site facilities manager (or equivalent.) As written, this mitigation measure is uncertain and unenforceable.

MM 4.3.11 requires less mitigation than stated in the EIR. Namely, the EIR and responses to comments have repeatedly stated that the project will surpass Title 24 standards by 20%, yet the mitigation measure actually requires this surpassing of Title 24 by 20% only for "water heating and space heating and cooling." This limitation must be removed from the language of the mitigation measure. It is feasible to require that the project surpass Title 24 by 20% for the project as a whole, and in fact, feasible to surpass Title 24 by 30%.

MM 4.3.13 bullet 7 is completely uncertain and unenforceable. The measure provides that lease/purchase documents shall *note* that tenants are "encouraged" to provide incentives to realize mitigation measures. This introductory language must be removed and the mitigation measures required of the *project itself* through lease/purchase contracts. Moreover, most of the mitigation measures included in MM4.3.13 bullet 7 would reduce air quality emissions, namely Diesel PM, not merely GHGs as stated.

Noise:
Mitigation measures adopted for noise require that "Project plans and specifications shall include a statement that…" Again, no mitigation or monitoring is actually required of the project itself, only the written documents. No mitigation of project impacts is certain to occur.

MM4.4.2 is unenforceable, as the language of the measure requires that equipment be staged in areas that will create the "greatest distance" between noise and off-site receptors. A minimum distance or performance standard must be required to ensure that the distance chosen mitigates noise impacts.

MM 4.4.3 is uncertain, as it requires that haul routes not pass sensitive land uses or residences "[t]o the extent feasible." This feasibility language must be removed so that this measure is certain and enforceable.

MM4.4.4 is unenforceable as it provides for the "maximum reduction for noise sensitive uses." Some performance standard or specific type of noise curtain must be specified to ensure that the maximum reduction for noise sensitive uses actually occurs.

Water Supply:
There is no monitoring plan for MM 4.5.4.

Cultural Resources:
The mitigation and monitoring for MM 4.7.2 must occur throughout excavation and grading activities, not "Prior to issuance of first Certificate of Occupancy."

Alternatives:
A substantial number of comments concern the consideration of an inadequate range of alternatives, namely the *consideration of only one viable alternative site*. Alternative Sites Nos.1-4 are unavailable and were presumably included in the EIR in order to deceive the public and decision-makers into believing that an adequate range of alternatives was considered. The responses to comments concur that only Alternative Site No.5 was a viable alternative. (*See,* Response to FNSJ-22) Additional alternative sites must be considered for this project in order for there to have been consideration of a reasonable range of alternatives.

Statement of Overriding Considerations:
A statement of overriding considerations is improper with this project as the project will have extensive environmental impacts, as discussed above, yet only minimal project benefits. The project will have adverse impacts to/from the following: aesthetics, air quality, noise, and transportation/traffic. This includes substantial concerns for human health, including health risks from air pollutant emissions and health risks from excessive noise. These are major environmental risks which must be deemed offset by the economic, legal, social, technological, or other benefits of the project. (Guidelines § 15093(a).) This project will generally only benefit the developer of the warehouse. Yes, the project could create some new jobs in the area and generate some annual taxable sales, yet as noted by many commenters, warehouses already developed in the area remain vacant. These speculative benefits are comparatively insubstantial when compared to project risks. A statement of overriding considerations cannot be adopted for this project.

Thank you for your consideration of the above comments.

Sincerely,

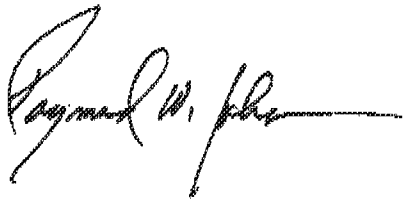

Raymond W. Johnson
JOHNSON & SEDLACK

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MV00115012

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4182
(909) 396-2000 • www.aqmd.gov

E-Mailed: May 12, 2011 May 12, 2011
jeffreyb@moval.org

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

Review of the Final Environmental Impact Report (Final EIR) for the Proposed West Ridge Commerce Center Project

The South Coast Air Quality Management District (AQMD) appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the lead agency and should be considered prior to certifying the Final Environmental Impact Report (Final EIR) as appropriate.

The proposed project will result in at least 856 trucks per day serving a warehouse that is approximately one million square feet. As a result, the AQMD staff is concerned about the significant air quality impacts and elevated cancer risk impacts to sensitive receptors (i.e., residences adjacent to the project site) from the high volume of diesel truck traffic generated by the proposed project. On December 10, 2010 the AQMD staff provided comments on the draft EIR regarding these impacts and expressed specific concern about the project's air quality analysis and health risk assessment (HRA). Further, AQMD staff suggested a list of mitigation measures to reduce the project's significant air quality impacts.

On May 2, 2011 the AQMD staff received the response to comments in the most recent staff report. Upon review of this document we continue to have concerns regarding the project's significant air quality impacts, potential deficiencies in the health risk assessment, mitigation measures and land use compatibility. Specifically, the AQMD staff recommends that the lead agency revisit the operational profile in the HRA to ensure that it is consistent with the traffic study. Also, given that the proposed warehouse project will require a significant number of trucks that travel adjacent to residential land uses the AQMD staff recommends that the lead agency provide additional mitigation to

reduce the project's significant truck emissions and revisit the size of the proposed setback between the trucks serving the project and future and current residential uses. Details regarding these concerns are enclosed.

AQMD staff is available to work with the lead agency to address these air quality issues and any other questions that may arise. Please contact Dan Garcia, Air Quality Specialist CEQA Section, at (909) 396-3304, if you have any questions regarding the enclosed comments.

Sincerely,

Ian MacMillan
Program Supervisor, CEQA Inter-Governmental Review
Planning, Rule Development & Area Sources

Attachment

IM:DG

SBC110428-02
Control Number

1. Health Risk Assessment Methodology

AQMD staff originally commented on potential methodological deficiencies in the HRA presented in the Draft EIR. We appreciate the response to those comments, and have the following comments based on those responses. AQMD staff is still concerned that the HRA methodology in the Draft EIR may underestimate potential health risks to nearby sensitive receptors based on the following points.

- The HRA source geometry does not reflect the layout of the proposed building as detailed in Figure 3.5-4 of the Draft EIR and Exhibit 5-4 of the Transportation Impact Analysis (TIA) appendix. The primary difference between the modeled approach and the project description in the EIR is the location of truck entrances to the facility. The project description and TIA indicate that up to 80% of the truck traffic serving this facility will travel along the future Eucalyptus Avenue, just south of the site. However the HRA assumes that the majority of truck traffic enters the facility through eastern and western entrances, and that Eucalyptus Avenue only accommodates 29.7% of all truck traffic. This discrepancy yields an underestimation of approximately 430 truck trips per day travelling along Eucalyptus Avenue. Without considering the diesel emissions from these trips, the risk reported for the residential receptors located closest to the facility just south of Eucalyptus Avenue will be underestimated.

- The HRA underestimates the amount of trucking activity that will occur onsite by not including onsite traveling emissions. Given the significant size of the project, each truck can be expected to travel approximately ¼ mile in the southern truck entrances and loading areas onsite and nearly ¾ mile in the northern loading areas and western entrance. With 856 truck trips per day, this omission yields an underestimate of approximately 200 miles of onsite trucking activity per day. Without including the diesel emissions from this activity, the health risk reported in the Final EIR is underestimated.

- The proposed mitigation measure of reducing idling to a total of 3 minutes onsite for each truck may not be achievable given the description included in the EIR. For example, it is unclear how the project proponent will enforce the measure with 856 trucks per day (equal to approximately two truck trips onsite each minute of a 24 hour day) on a 50+ acre site with 173 docks and 175 truck parking stalls. The lead agency should either include specific provisions that establish how this measure will be enforced (e.g., onsite staff dedicated solely to monitoring diesel activities), or revise the HRA to include a more realistic composite onsite idling time of 15 minutes per truck (5 minutes entering, 5 minutes onsite, 5 minutes exiting).

2. Land Use Compatibility Mitigation

AQMD staff appreciates the inclusion of the proposed amendment of Municipal Code 9.05 as a part of this project. This amendment requires that industrial and warehouse projects greater than 50,000 square feet in size be separated from any residential district

by a distance established by an air quality or noise analysis, with a minimum of a 250-foot setback. This is a forward-thinking measure; however, its overall effect may be substantially reduced by not including a cumulative analysis of the primary truck route serving the facility in the distance measurement. For example, in the current project over 680 truck trips per day serving this facility will pass adjacent to a residential district south of the future Eucalyptus Avenue. This significant trucking activity may produce emissions that surpass those produced in the southern loading area. However, as written the setback area is measured from the loading area, not the truck route. AQMD staff recommends that the lead agency include truck routes within this amendment.

3. Regional and Localized Air Quality Mitigation

AQMD staff appreciates the addition of a mitigation measure in the Final EIR to address diesel emissions from trucks. However, given the project's significant regional and localized operational air quality impacts from VOC, NOX, PM10 and PM 2.5 emissions the AQMD staff recommends that the lead agency revise Mitigation Measure 4.3.13 to ensure that these impacts are minimized. Specifically, the lead agency should revise the aforementioned measure to extend this requirement to any fleet owners/operators that serve the proposed project; therefore, the measure should be revised as follows:

- Lease/purchase documents shall identify that tenants are encouraged to provide incentives to use of fleet vehicles conforming to 2010 air quality standards or better.

- If trucks older than 2007 model year will be used at the facility, within one year of signing a lease, tenants of the project and/or fleet owners and/or operators that serve the proposed project shall apply in good faith for diesel truck replacement/retrofit grant programs such as those offered by AQMD or ARB, and shall use those funds if awarded.

Information about various funding programs can be found the following websites:

- http://www.aqmd.gov/tao/Implementation/index.htm and

- http://www.arb.ca.gov/msprog/truckstop/azregs/fa_resources.php

From: Paul Claxton
Sent: Wednesday, May 11, 2011 5:42 PM
To: Jeffrey Bradshaw; John Terell; Grace Espino-Salcedo
Subject: West Ridge Commerce Center

Mr. Bradshaw, Mr. Terell, and Ms Espino-Salcedo,

I am writing to express my concern about plans to put in another nearly one million square foot warehouse.

I bought my home ten years ago in a very different Moreno Valley. I work at March Air Force Base and when we moved here from Washington state my family looked at a number of towns in the area – Corona, Riverside, and Moreno Valley among others. What struck me about Moreno Valley was the beautiful east end of ranches and open land. The city struck me as a pleasant bedroom community to raise my family, grow old, and retire in. That's no longer the case. The city seems hell bent into becoming another Ontario or San Bernadino full of warehouses, lower wage jobs, traffic, noise, pollution, crime, and high taxes. Sorry, I am at a point in my career that I can afford to pull out and move if I have to and it is very apparent to this frog that the pot is on the range top and the water is getting warmer. The crime rate is already soaring with the violence brought here by the gangs and the drugs they freely peddle on our streets without having to drive out more tax payers for additional renters and section 8 housing.

I live just a couple short miles away from this second stake into the heart of the valley. The Sketcher's warehouse has yet to open and I can hardly wait for 200 semi-trucks an hour to roll down the 60 freeway, Ironwood and other side streets creating noise and pollution. This warehouse hasn't created another job in the city yet, I find it hard to imagine that people would sell their homes in Ontario and move here to be 15 miles closer to work, unlikely.

Paul Claxton
Moreno Valley

ATTACHMENT 28

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MV00115018

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: A PUBLIC HEARING FOR CONSIDERATION OF THE REVISION OF TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT, SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, APPLICATIONS FOR LIGHTING, SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR GENERAL ON-SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING CITYWIDE. THE APPLICANT IS THE CITY OF MORENO VALLEY.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no action is required. Should the City Council choose to adopt the new standards, the following actions are required:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **ADOPT** Ordinance No. 2011-831, approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

ADVISORY BOARD RECOMMENDATIONS

On April 14, 2011, the Planning Commission conducted a public hearing to review proposed revisions related to lighting for general site, street and athletic field/park lighting citywide. At the conclusion of the public hearing and Commissioner debate, the Commission unanimously recommended that the City Council not amend lighting provisions within the Municipal Code to include a dark sky emphasis for general site, street and athletic field/park lighting.

The Planning Commission stated a number of reasons for their recommendation for denial including, but not limited to, their belief that the proposed dark sky ordinance revisions to existing Municipal Code lighting standards would be intrusive to both residential homeowners and commercial/industrial projects, curfew lighting having the potential to create reduced lighting conditions and the potential for reduced lighting within parking lot peripheries. The Commissioners mentioned that the reduction of lighting in the later night hours may lead to potential public safety issues and that some provisions such as the night lighting curfew and light wattage requirements may be difficult to enforce.

BACKGROUND

On October 20, 2009, the City Council provided direction for staff to review existing lighting standards and provide proposed dark sky provisions for consideration. The review of existing lighting ordinance standards is a direct result of the settlement agreement reached on January 7, 2010, between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project and the Skechers warehouse building.

The current City of Moreno Valley Municipal Code lighting requirements include provisions to curb on-site lighting such as the current limit for lighting at property lines to a maximum of 0.5 foot candle and residential lighting fixture limit of twelve feet in height. Some of the current lighting standards however, do not facilitate a dark sky approach or assist in promoting energy efficiency. For example, the City currently requires that parking lots and other public spaces be lit “from dusk to dawn” which exceeds the hours of operation for most retail and non-retail properties, especially office and religious establishments.

Research conducted by the Planning Division found that only a few cities had adopted dark sky ordinances. Surrounding cities such as Riverside, Perris and Redlands have not adopted dark sky ordinances. Although the settlement agreement suggested utilizing standards from the City of Palm Desert, a combination of ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas, San Diego and other cities were reviewed. Standards within these ordinances and draft guidance standards by the International Dark-Sky Association were the basis for the revised lighting provisions.

The primary purposes of changing current lighting practices and drafting a dark sky ordinance include**:**

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the negative effects of night lighting.

DISCUSSION

Pursuant to the direction provided by the City Council, staff developed revised onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields for City Council consideration. Based on provisions within the settlement agreement, staff was to report back to City Council with draft lighting requirements and recommendations for consideration without commitment to adopt an ordinance.

Some of the major modifications proposed to the existing lighting standards include:

- Revised development and performance standards including maximum wattage of light bulbs for single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);
- All lighting to include full cutoffs to prevent excess trespass for residential-multiple family and all non-residential properties.
- A further reduction of permitted light trespass or spillover lighting on adjacent properties for all non-residential and multi-family residential properties to not exceed 0.25 foot candle minimum maintained lighting measured from within five (5) feet of any property line consistent with language in the Palm Desert ordinance. This compares with the existing ordinance standard to not exceed 0.50 foot candle at the property line.
- The inclusion of height limits for hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet; and non-residential lighting height limits of 30 feet, except within 100 feet of a residential use, where the maximum height would be 20 feet and walkway/courtyard lighting with a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting for non-residential uses requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.
- The addition of athletic field lighting standards to include horizontal cutoffs to reduce vertical lighting above the fixture for new lighting and retrofit fixtures and a maximum lighting value for lighting recreational athletic fields to be an average maintained 50 foot-candles.

- The modification of existing street light standards to indicate that the installation of street lighting is solely for the purpose of illuminating the public right of way in conformance to the city street lighting standards, which include the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

In the process of updating current lighting standards, staff established a subcommittee with members from the departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utility and Parks and Community Services. All department representatives of the subcommittee assisted in drafting revised lighting language, reviewed draft dark sky lighting standards, and have agreed to the proposed modifications as presented and attached to this report in cross-out/underline and clean copy formats.

ALTERNATIVES

1. Based on the recommendation of the Planning Commission, reject the proposed draft dark sky lighting modifications and not take action on the ordinance.

2. Approve the proposed draft dark sky lighting ordinance as written.

3. Approve the proposed draft dark sky lighting ordinance with modifications. The Council could elect to remove or modify items such as the lighting curfew, provisions modifying additional spill-over lighting adjacent to adjoining properties or restricting wattage of lighting for residential and/or non-residential properties.

4. Return the proposed dark sky lighting ordinance back to the Planning Commission with further direction.

NOTIFICATION

Public notice of the proposed Municipal Code Amendment was published in the local newspaper as a 1/8 page display ad on June 24, 2011, and was mailed to the Sierra Club.

ATTACHMENTS

1. Public hearing notice
2. City Council Ordinance, including clean copies of the Ordinance amendment
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.
8. Planning Commission Report dated April 14, 2011, excluding attachments
9. Planning Commission Minutes of April 14, 2011

Prepared By:
Mark Gross, AICP,
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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MV00115024

NOTICE
OF
CITY COUNCIL
PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER A CITYWIDE AMENDMENT (PA10-0022) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV "APPLICATIONS FOR HILLSIDE DEVELOPMENT", SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI "APPLICATIONS FOR LIGHTING", SECTION 9.16.280, "GENERAL REQUIREMENTS", AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The amendment would modify current lighting provisions including, but not limited to the refinement of existing code standards for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties and a dark sky approach citywide.

The City Council may consider any appropriate modifications or alternatives to the amendment or environmental determination. The amendment is exempt under California Environmental Quality Act Guidelines Section 15061 in that there is no possibility that the proposed activity may have potential for a significant impact upon the environment.

Any person interested in the proposed project may contact Mark Gross at (951) 413-3215 or at the Community & Economic Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Clerk or City Council on or before the following meeting date:

Tuesday, July 12, 2011
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805

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MV00115026

ORDINANCE NO. 831

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING PA10-0022 TO AMEND TITLE 9 OF THE MORENO VALLEY MUNICIPAL CODE, CHAPTER 9.08, SECTION 9.08.100 "LIGHTING" AND SECTION 9.08.190 "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV APPLICATIONS FOR HILLSIDE DEVELOPMENT SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES", ARTICLE VI APPLICATIONS FOR LIGHTING AND SECTION 9.16.280, "GENERAL REQUIREMENTS" AND CHAPTER 9.15, SECTION 9.15.030 "DEFINITIONS" RELATING TO MODIFICATIONS OF GENERAL SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING WITH AN EMPHASIS ON DARK SKY STANDARDS CITYWIDE

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The ordinance amendment is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies –** The proposed modifications to the Municipal Code are consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The citywide project consists of modifications to existing lighting standards established in the City of Moreno Valley Municipal Code. Numerous sections of the Code will be modified regarding lighting for general site, athletic field and street lighting to provide a further reduction of light spillover onto adjacent properties, a dark sky approach and a reduction of overall energy/electricity use.

ATTACHMENT 2

All of the proposed clarifications and modifications included within the Municipal Code amendment are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan. Particularly, Objective 2.10.7 of the General Plan indicates that on-site lighting should not cause nuisance levels of light or glare on adjacent properties.

2. **Conformance with Zoning Regulations –** The proposed modifications to the Municipal Code comply with all applicable zoning and other regulations.

   FACT: The primary purpose of modifying current lighting ordinance practices is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night, curtail and reverse any degradation of the nighttime visual environment and the night sky, minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary and conserve energy. The amendments to the Municipal Code are consistent with applicable zoning standards and all other regulations within the Code. The newly established language within the amendment are internally consistent and compatible with the purpose and intent of Title 9, and will refine the language within the existing lighting and design standards within the various sections of the Code. The amendments are also internally compatible with other regulations established within the Moreno Valley Development Code.

3. **Health, Safety and Welfare –** The proposed modifications to the Municipal Code will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The modification and enhancement of existing Municipal Code general and design standards for on-site and street lighting with an emphasis on maintaining dark night skies creates a positive environment for the development of Moreno Valley's future and allows for the preservation of night skies and reduction of glare and light in more environmental sensitive land use areas such as residential hillside and open space areas. Pursuant to Section 15061 of the CEQA Guidelines, the project meets requirements for project exemption as there is no possibility that the modification of existing light standards to further prevent light spillover into adjacent properties and into the night sky may have a significant effect on the environmental, while the activity is not subject to CEQA requirements. The proposed amendment also does not have the potential to

adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the ordinance amendment attached hereto as Exhibit A.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

EXHIBIT A

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface, unless otherwise approved, for visibility and security. Such lighting shall not exceed one quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be

beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type_and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of maintained lighting.

2. Aisles and passageways related to and within a building complex, during the hours of darkness, shall be illuminated with a maximum of one-half (0.50) to one (1) foot candles of maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure not to exceed a height of eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

2. Lighting should improve the visual identification of residences and businesses.

3. Energy efficient lighting of buildings is encouraged.

4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements.

5. The location, color and intensity of private lighting should relate to and complement public lighting.

6. Lighting fixture design should complement the overall design theme of the project in which they are located.

7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare.

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

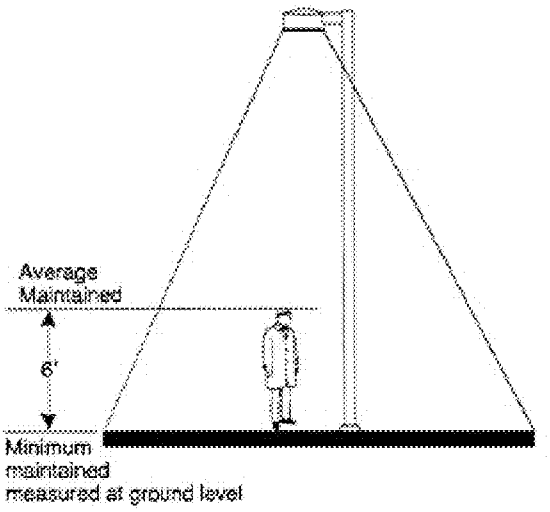

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

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MV00115044

9.08.100 Lighting.

A. Purpose and Intent. The purpose of this section is to establish regulations and standards for outdoor lighting which will reduce light pollution and trespass generated by residential and non-residential lighting fixtures and devices, while maintaining dark skies. It is also the intent of this section to encourage, through the regulation of the types, construction, installation and uses of outdoor illuminating devices, lighting practices and systems to conserve energy without decreasing safety, security and productivity.

B. Applicability. Lighting standards included in this chapter shall apply to:

1. All new development

2. ~~Each~~ Any existing development or parking area providing five or more spaces, which is enlarged, reconstructed, altered or changed from its previous configuration shall be subject to ~~these~~ illumination requirements included in this chapter.

3. Existing land uses are exempt from specific lighting requirements included in this chapter, except that they are subject either to general lighting intensity standards (i.e. foot candle requirements) in place prior to the effective date of this ordinance or standards of a prior point by point or photometric lighting plan approved by the City. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to the regulations provided in the entirety of this chapter as determined by the submittal and review of a new or revised photometric lighting plan.

C. Minimum Development and Performance Standards. All exterior lighting shall meet the following requirements:

1. Single Family Residential Uses.

a. In all single family residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter.

b. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except for recreational courts.

c. Lighting standards for recreational courts are subject to Section 9.09.190 "Swimming pools, spas and recreational courts", while approval of all recreational court lighting is subject to a point by point photometric lighting plan submittal.

ATTACHMENT 3

2. Multiple Family Residential Uses.

a. All outdoor lighting associated with residential uses shall be fully shielded and directed away from adjacent residential properties. Such lighting shall not exceed one-quarter (0.25) foot candle minimum maintained lighting measured from within five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness.

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass.

c. The maximum wattage for residential lighting shall be 100 watts incandescent and 26 watts compact fluorescent, except as allowed for parking lot lighting and recreational courts.

d. Parking lot lighting for designated multiple family residential parking areas shall meet the requirements included in item (4) (a-c) below.

3. Non-Residential Uses.

~~A.~~ a. All outdoor lighting associated with nonresidential uses shall be fully shielded and directed away from surrounding residential uses. Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the nonresidential use~~ measured from within five feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for non residential uses shall be 250 watts of high intensity discharge (HID) lighting.

4. Off-Street Parking.

~~B.~~ a. All parking lots or structures providing more than five spaces for use by the general public and their pedestrian links shall be provided with a minimum coverage of one (1) foot candle of light with a maximum of eight (8) foot candles on the parking or walkway surface ~~from dusk until dawn~~, unless otherwise approved, for visibility and security ~~over the entire parking surface~~. ~~Wiring shall be underground unless existing overhead lines can serve the need without any additional overhead lines~~. ~~Each parking area of five or more spaces existing prior to the effective date of the ordinance codified in this chapter which is enlarged, constructed, altered, or changed from its previous configuration shall be subject to these illumination requirements.~~ Such lighting shall not exceed ~~one-half (0.50)~~ one quarter (0.25) foot candle minimum maintained lighting ~~beyond the property containing the non-residential use~~ measured from within

five (5) feet of any property line, and shall not blink, flash, oscillate or be of unusually high intensity or brightness. All wiring shall be underground;

b. All lighting installations shall be designed and installed with full cutoff and be fully shielded to reduce glare and light trespass;

c. The maximum wattage for parking lot lighting shall be 250 watts of high intensity discharge (HID) lighting;

5. Public Parks, Trails and Athletic Field Lighting.

a. The illumination of outdoor public recreational (sports) facilities, unless a specific recreational activity requiring the lighting is already in progress is prohibited between midnight and dawn. Lighting shall be provided as specified in this chapter. All lighting shall be designed and installed in compliance with the Parks and Community Services document titled "LIGHTING STANDARDS FOR PARKS AND RELATED PUBLIC FACILITIES".

b. Public Parks: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. New lighting for parks and related facilities should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

c. Trails: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. Lighted trails not incorporated in the roadway shall be illuminated with a minimum maintained twenty-five one-hundredths (0.25) foot-candles of light at ground level during the hours of darkness. New lighting for trails should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

d. Athletic Field Lighting: New lighting designs and retrofit fixtures shall contain horizontal cutoff to reduce vertical lighting above the fixture. The maximum lighting value that shall be used in lighting recreational athletic fields shall be an average maintained 50 foot candles. Minimum lighting values shall be per Parks and Community Services Standards. New lighting for athletic fields should have a maximum of twenty-five one-hundredths (.25) foot-candles at five (5) feet from property line*. Due to geographic difficulties or areas that require higher lighting levels for security, a maximum output of five-tenths (0.5) foot-candles of light at ground level at property line may be utilized.

*Where the adjacent property line is another City facility, the foot-candles may exceed the maximum requirements.

6. Street Lighting

a. Purpose. The purpose of this section is to establish a set of guidelines with which to regulate the installation, operation and maintenance of overhead street lighting in the City. The City seeks to make provisions for street lighting that will be beneficial to City residents, and to provide for this lighting in an orderly, efficient and equitable manner. This section serves to establish a uniform standard for location of lights and illumination levels within the City, and clarifies responsibilities for payment of the various costs involved.

b. General Requirements. Unless otherwise waived by the public works director/city engineer for developments within the OS, HR, RR and R1 districts, the provision of streetlights shall be a requirement of all development proposals. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system. The following specifications apply to all street lighting in the City, on all public and private roadways. The City has adopted the Southern California Edison (SCE) scheduled rates LS-1, LS-2 and LS-3 or comparable Moreno Valley Utility (MVU) rate standards. Prior to any planning, design, or installation of street lighting, the developer shall confirm the applicable rate schedule with the City. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by either SCE or MVU and the public works director/city engineer. (Ord. 359 (part), 1992). The developer will pay all costs related to the installation of the street lighting and establish a method for the payment of maintenance and operations. All street lighting installed shall be solely for the purpose of illuminating the public way and shall conform to the city street lighting standards.

c. Luminaire and Lamp Requirements.

1. All street lighting in residential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

2. All street lighting in nonresidential areas shall not exceed 9,500 lumen (one hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

3. All street lighting for arterial roadways shall not exceed 22,000 lumen (two hundred watt), high pressure sodium vapor (HPS) lamps, or equivalent, unless otherwise approved by the public works director/city engineer.

4. All street lighting shall utilize full-cutoff luminaries and be fully shielded.

5. All street lighting shall meet the current City street lighting standards, unless otherwise approved by the public works director/city engineer.

d. Specific Warrants for Lighting Locations.

The City street lighting standards shall be used to determine locations for all street lighting, unless otherwise approved by the public works director/city engineer.

D. Lighting Height Limits

1. Hillside Residential Areas – Outdoor on-site lighting on hillside residential properties, except for street lighting, shall be mounted on a post with full cutoff not to exceed eight (8) feet above finished grade, or on a building wall or structure not to exceed eight (8) feet above finished grade and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to a single family residential structure shall not exceed the height of the roof eave.

2. All Other Residential Areas – Outdoor on-site lighting within all other residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height and fully shielded. Such lighting shall be designed to project downward and shall not create glare on adjacent properties. Lighting attached to all residential structures shall not exceed the height of the roof eave.

3. Non-Residential Areas – Outdoor on-site lighting on commercial and industrial properties, except for street lighting, shall be mounted on a post and fully shielded not to exceed a maximum height of thirty (30) feet, except within 100 feet of a residential use, where the post shall not exceed a maximum height of twenty (20) feet. Posts shall be appropriately scaled for small buildings and lots. All lighting fixtures shall be in scale with the proposed building height. Lighting attached to a building shall not exceed the height of the roof eave or twenty feet, whichever is less.

4. Walkway and Courtyard Lighting - Outdoor on-site lighting for all residential and non-residential walkway and courtyard lighting shall be directed downward and mounted on a post or adjacent structure not to exceed a maximum height of twelve (12) feet or the height of the eaves, whichever is less.

E. Light Trespass Standards. Light trespass shall be minimized by complying with the following standards:

1. Light spillover or trespass for all multiple family residential and non-residential properties shall not exceed one-quarter (0.25) foot candle minimum maintained of illumination measured from within five (5) feet of any property line.

2. All exterior lighting shall be full-cutoff type and fully shielded to prevent spillover onto adjacent properties.

3. All wall pack lighting shall be full-cutoff type and non-adjustable, with light directed away from surrounding properties. Wall packs shall incorporate internal house (wall) side shields, baffles or reflectors to minimize wall brightness.

F. General Guidelines

1. All exterior commercial doors during the hours of darkness shall be illuminated with one (1) to a maximum of three (3) foot candles of ~~minimum~~ maintained lighting.

2. Aisles and passageways ~~and recesses~~ related to and within a building complex, during the hours of darkness, shall be illuminated ~~to~~ with a maximum of one-half (0.50) to one (1) foot candles of ~~minimum~~ maintained lighting.

3. All lighting shall be enclosed in vandal-resistant fixtures.

4. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.

5. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated.

6. In multifamily developments, laundry rooms shall be well-lit at all times as they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.

~~7. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

G. Lighting Curfew

1. Except as specified elsewhere in this Section, outdoor lighting systems in non-residential areas shall be turned off or reduced by at least fifty percent (50%) beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier. The reduction of lighting shall be determined as an overall average for the parcel. When possible, the lighting system shall be turned off rather than reduced in lighting levels. Lighting shall be equipped with controls for photocell on and timer off.

2. All walkway, security and street lighting may remain on all night.

H. Lighting Prohibitions

1. Overhead roof lighting is prohibited.

2. The installation of mercury vapor outdoor lighting fixtures is prohibited.

3. Adjustable outdoor lighting fixture mounts are prohibited. All fixtures shall be permanently installed so as to maintain shielding requirements, except that landscape and ornamental lighting may use flexible or adjustable mounting systems.

4 Lighting fixtures mounted in such a way as to aim only towards a property line are prohibited.

5. Lighting which interferes with the safe operation of a motor vehicle as determined by the Police Chief or City Engineer is prohibited.

6. Billboard lighting which is pointed upward is prohibited.

I. Lighting Exemptions. The following lighting is exempt from this Chapter:

1. Swimming pool lighting

2. Lighting for exit signs and other illumination required by the building code

3. Lighting for exterior stairs and ramps, as required by the building code

4. Decorative lighting, as approved by the Community and Economic Development Director

5. Holiday and temporary lighting

6. Low voltage landscape lighting

7. Lights used for the illumination of flags as required by law.

8. Portable temporary lighting used by law enforcement or emergency services personnel to protect life or property.

9. Motion detector lighting fixtures are exempt provided that there is no light trespass onto adjacent residential properties.

10. Exposed string outdoor lighting is exempt provided that:

a. Lighting shall consist exclusively of white light with a clear bulb;

b. Installation of such lighting shall be limited to the lighting of living landscape features (shrubs and trees) in outside dining areas or within parking areas of a commercial center or plaza.

J. Lighting plans and evidence of lighting compliance. The application for any required city approval involving residential and non-residential nonexempt outdoor

light fixtures shall include evidence that the proposed work will comply with this chapter. The submission shall contain the following:

1. The location of the site where the outdoor light fixtures will be installed;

2. Plans showing the location and type of all fixtures, both existing and proposed, on the premises, including point by point photometric lighting levels;

3. A description of the outdoor light fixtures including, but not limited to manufacturer's catalog cuts, photometric reports with candela distribution, drawings, and shielding information;

4. Submittal drawings shall be signed by a licensed professional engineer or by the licensed electrical contractor that is performing the work. This engineer or contractor shall be held responsible for the content and accuracy of the submittal design. Submittals must contain the name of the company that prepared the drawings and the name, title, and telephone number of the person that performed the design work.

5. All plans resubmitted for approval shall include a written description of all changes and comments attached to the plan check comments.

~~C. Use of the following forms of outdoor lighting shall be prohibited between midnight and dawn:~~

~~1. The operation of searchlights for advertising purposes; and~~

~~2. The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. Security lighting shall be provided.~~

~~D. Overhead roof lighting is prohibited.~~

~~E. Outdoor lighting within residential areas, except for street lighting, shall be on poles or other supports not exceeding twelve (12) feet in height. Such lighting shall be designed to project downward and shall not create glare on adjacent properties.~~

~~F. All exterior commercial doors during the hours of darkness shall be illuminated with one footcandle, minimum maintained of light on the surface.~~

~~G. Aisles, passageways and recesses related to and within a building complex, during the hours of darkness, shall be illuminated to one-half footcandle, minimum maintained on the surface.~~

~~H. All lighting shall be enclosed in vandal-resistant fixtures~~.

~~I. General Guidelines.~~

~~1. Lighting shall be adequate to help ensure a safe environment, but not to cause excessive glare or intense light.~~

~~2. For safety, identification and convenience, the entrances of building and parking areas shall be illuminated. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.~~

~~3. All exterior lighting shall be shielded to prevent spillover onto adjacent properties.~~

~~4. Industrial and manufacturing developments shall provide adequate lighting for safe and secure on-site parking, loading, storage, receiving and pedestrian areas.~~

~~5. All exterior doors on commercial structures shall be illuminated with a "minimum maintained" of one footcandle of light on the door surface during hours of darkness.~~

~~6. Aisles, passageways and recesses within a building complex shall be illuminated with a "minimum maintained" of one-half footcandle of light during hours of darkness.~~

~~7. All lighting shall be enclosed in vandal-resistant fixtures.~~

~~8. In multifamily developments, laundry rooms shall be well-lit at all times they are intended for tenant use. Lights shall be placed on photo cell or automatic timers, and no switches shall be available to tenants to turn the lights off.~~

~~9. All residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numbers shall be consistently located on each dwelling throughout the development. The numerals shall be no less than four inches in height and shall be of low voltage lighted address fixtures. (Ord. 698 § 3.1(d), 2005; Ord. 359 (part), 1992)~~

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MV00115054

~~9.08.190 Street lighting.~~

~~A. Unless otherwise waived by the public works director for developments within the OS, HR, RR and R1 districts, the provision of street lights shall be a requirement of all development proposals.~~

~~B. Prior to acceptance and approval of a final map, a developer shall construct or enter into an agreement to construct a street lighting system of either:~~

~~1. A utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the public works director; or~~

~~2. A municipally-owned ornamental system consisting of reinforced concrete or steel standards with underground wiring or other design approved by the public works director.~~

~~C. If a utility-owned ornamental system is installed, the developer shall be liable for and shall pay all charges attributable to such installation.~~

~~D. If a municipally-owned underground ornamental system is installed, the developer shall be liable for and shall pay all costs incurred in installing the entire system.~~

~~E. Installation of street lighting shall comply with the provisions of Chapter 9.14 for underground utility installation and shall be in accordance with the specifications of and plans approved by the utility-owned system and the public works director. (Ord. 359 (part), 1992)~~

ATTACHMENT 4

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MV00115056

9.16.235 Hillside design standards.

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

c. Use the structure to conceal cut slopes;

d. Retain major natural skyline profiles;

e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.

ATTACHMENT 5

6. Encourage smaller pad to lot size ratios for all dwelling units.

7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be "earth tones" compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot's size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous "cookie-cutter" look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the "downhill" side and aimed toward the "uphill" side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed a height of eight (8) feet above finished grade, or on a building wall not to exceed a height of eight (8) feet above finished grade and fully shielded, or on a structure ~~of not more than~~ not to exceed a height of ~~twelve (12~~) eight (8) feet above finished grade and fully shielded for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a "dark sky" environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)

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MV00115060

9.16.280 General requirements.

A. Purpose and Intent Lighting shall serves both safety and aesthetic purposes, while reducing unnecessary light pollution and maintaining dark skies. Effective lighting will highlight building features, and add emphasis to important spaces and entryways, while limiting glare and light trespass onto adjacent properties. The intent of these guidelines is to encourage effective and innovative lighting as an integral design component of a project.

B. General Guidelines.

1. Exterior lighting should relate to the design the project, highlighting architectural elements and details without deflecting unnecessary light and glare onto surrounding properties.

~~2. Parking lot and walkway lighting fixture height and brightness should conform to the following table:~~

~~Table 9.16.280A~~

~~Site Lighting~~

-

~~Lamp Types and Characteristics~~

~~Type~~	~~Characteristics~~
~~Low Level~~	~~Heights below eye level~~
-	~~Very finite patterns with hour wattage capabilities~~
-	~~Incandescent, fluorescent~~
-	~~Lowest maintenance requirements, but highly susceptible to vandals~~
~~Mall and Walkway~~	~~10′ – 15′ heights average~~
-	~~Multi-use because of extreme variety of fixtures and light pattern~~
-	~~Incandescent, high pressure sodium~~
-	~~Susceptible to vandalism~~
~~Special Purpose~~	~~20′ – 30′ heights average~~
-	~~Recreational, commercial, residential, industrial~~
-	~~Metal halide, high or low pressure sodium~~
-	~~Fixtures monitored by sentry~~

ATTACHMENT 6

~~3.~~ 2. Lighting should improve the visual identification of residences and businesses. ~~Within commercial areas, lighting should help to create a festive atmosphere by encouraging nighttime pedestrian use.~~

~~4.~~ 3. Energy efficient lighting of buildings is encouraged.

~~5~~. 4. High-intensity security lighting fixtures should be concealed by landscaping or building architectural elements. ~~and should be de-signed either to uplight structures from the ground or to downlight structures from projecting or detached architectural elements.~~

~~6.~~ 5. The location, color and intensity of private lighting should relate to and complement public lighting.

~~7~~. 6. Lighting fixture design should complement the overall design theme of the project in which they are located.

~~8. Fixtures should be placed so that light patterns overlap at a height of seven feet, which is sufficiently high to illuminate a person's body vertically. This is a particularly important consideration now that lighting fixture manufacturers are designing luminaries with highly controlled light patterns.~~

~~9~~ 7. At hazardous locations such as changes of grade, low level supplemental lighting units should be used.

~~10~~ 8. Where low level lighting (below five feet) is used, fixtures should be placed so that they do not produce glare. ~~Most eye levels occur between three feet eight inches (for wheelchair users) and six feet for standing adults.~~

~~11. When walkway lighting is provided primarily by low fixtures, there should be sufficient peripheral lighting to illuminate the immediate surroundings. Peripheral lighting provides for a better feeling of security for individuals because they can see into their surroundings to determine whether passage through an area is safe. Such lighting should be approached from one of two ways:~~

~~a. By lighting the area so that an object or person may be seen directly; or~~

~~b. By lighting the area to place an object or a person in silhouette. (Ord. 698 § 3.1(g), 2005; Ord. 359 (Attach. 2 (part)), 1992)~~

"Land use ordinance" means the city of Moreno Valley development code as amended.

Lighting (Minimum Maintained). "Minimum maintained lighting" means a method of measuring light at the ground level.

9.15.030

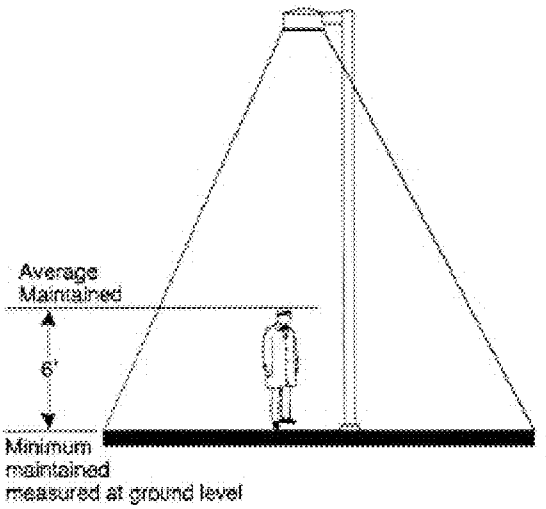

Figure 9.15.030-10

Lighting (Minimum Maintained)

"Light Trespass" means any artificial light or glare from a light fixture onto neighboring property that interferes with viewing of the night sky, or eliminates the ability to have darkness on the adjacent property, or shines into neighboring windows, properties or structures.

"Livestock" means and includes cows, bulls, calves and heifers, except pigs.

"Live/work unit" means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

ATTACHMENT 7

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MV00115064

PLANNING COMMISSION STAFF REPORT

Case:	PA10-0022
Date:	April 14, 2011
Applicant:	City of Moreno Valley
Representative:	Same as above
Location:	Citywide
Proposal:	Revision of Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general site, street and athletic field/park lighting citywide.
Redevelopment Area:	N/A
Recommendation:	Recommend ordinance amendment to City Council

SUMMARY
The Planning Division of the City of Moreno Valley proposes modifications to various sections of Title 9 of the Municipal code to refine existing lighting standards to provide for better viewing of the night sky ("dark sky"). The amendment proposes modifications to onsite, athletic field/park and street lighting to minimize light pollution and trespass. All newly establish developments citywide will be subject to the proposed revisions to the code.

BACKGROUND

At the October 20, 2009, Study Session, the City Council provided direction to review the City's lighting standards based on the International Dark-Sky Association (IDA) recommendations and dark sky ordinances from other communities. This review was identified in the Settlement Agreement between the Sierra Club, Highland Fairview and the City regarding approval of the Highland Fairview Corporate Park Project. The review also reflects previous development review projects located within the rural and hillside residential areas within the north and east portions of the City.

The underlying principles of the proposed lighting standards/dark sky ordinance are to:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night sky;
- Curtail and reverse degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

Based on information from the IDA, the assumption that more light always results in better safety and security is not supported. Only the right amount of light, in the right place, at the right time should be necessary. In most instances, providing more light or creating bright areas often leads to glare and reduced visibility as well as wasted light and energy. The IDA recommendations call for the use of the lowest feasible wattage lamp. The maximum wattage recommended for most commercial applications is 250 watts of high intensity discharge lighting.

The current City Municipal Code includes provisions to curb on-site lighting. The Municipal Code requires that "lighting shall be adequate to help ensure a safe environment, but not cause excessive glare or intense light." All non-residential lighting is required to be shielded to avoid glare and prevent light spillage over property lines or into the public right of way. The lighting at property lines is limited to a maximum of 0.5 foot candle. The minimum lighting required in parking lots, pedestrian walkways and other areas accessible to the general public is 1 foot-candle and the maximum is 8 foot-candle to provide adequate nighttime visibility without creating excessive glare. Lighting standards are verified by a review of a point by point lighting plan showing the foot-candle lighting for closely spaced points across a site based on the fixtures proposed for the on-site use. Residential lighting is limited to twelve feet in height, below the typical eave line for a house. Finally, the stated intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are an inherently characteristic of hillside areas.

PROJECT ANALYSIS

In order to comply with the direction provided by the City Council at their October 20, 2009 Study Session meeting and the Settlement Agreement between the Sierra Club, Highland Fairview and the City of Moreno Valley, staff is presenting the Planning Commission with revised Municipal Code standards for lighting. Staff has included specific updated standards relating to onsite and parking lot lighting, lighting required on streets and right of ways and lighting provided for sports activities within parks and athletic fields.

Research conducted by the Planning Division found that very few cities had adopted dark sky ordinances. For example, surrounding cities such as Riverside, Perris and Redlands did not have adopted dark sky ordinances. The majority of the cities who have adopted dark sky ordinances were found to be more rural, desert and tourist areas where climate conditions more easily allow the viewing of the stars and night sky. While the Settlement Agreement specifically identified consideration of standards from the City of Palm Desert, staff also reviewed ordinances from the cities of Palm Desert, Beaumont, Palm Springs, Encinitas and San Diego and other cities, and the IDA recommendations.

Based on the review of existing Municipal Code standards and other communities dark sky ordinances, staff has proposed updated standards in Attachment 3 of this report. Many of the standards in the existing ordinance were used; however a number of items from IDA recommendations and ordinances such as Palm Desert's were utilized to incorporate dark sky practices. The major modifications to the existing lighting ordinance include:

- Revised development and performance standards to include maximum wattage for light bulbs on single-family residential, multiple-family residential (100 watts) and non-residential (commercial and industrial) properties (250 watts);

- All lighting designed with full cutoffs to fully shield light fixtures on residential-multiple family and all non-residential properties.

- A further reduction of permitted light trespass or spillover lighting onto adjacent properties for all non-residential (commercial and industrial) and multi-family residential properties to a maximum of 0.25 foot candle maintained lighting measured from within five (5) feet of any property line. The existing City standard is 0.50 foot candle. The revised standard is consistent with language provided within the Palm Desert Ordinance.

- The inclusion of lighting height limits on hillside residential lighting of 8 feet, with all other residential areas not to exceed 12 feet. Non-residential lighting height limits shall be a maximum of 30 feet, except within 100 feet of a residential use, where lighting shall be reduced to a height of 20 feet and walkway/courtyard lighting to a maximum of 12 feet in height.

- The addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10:00 p.m. or the close of business, whichever is later, until dawn or the start of business, whichever is earlier.

- The addition of athletic field lighting standards to include horizontal cutoffs to reduce lighting above the fixture for new and retrofit lighting designs and a maximum lighting value used in lighting recreational athletic fields of an average maintained 50 foot-candles.

- The modification of existing street light standards to include the installation of street lighting solely for the purpose of illuminating the public right of way and conformance to the city street lighting standards, including the provision that the developer will pay all costs related to the installation of street lighting and establish a method for the payment of maintenance and operations.

The dark sky standards would apply to all new development and to existing development/parking areas that are enlarged or altered. Any general modifications to existing on-site lighting structures or fixtures and/or intensity of lighting may be subject to review of a new or revised point by point photometric lighting plan.

Specific language of the above sections of the Municipal Code can be found in Attachment 3 of this report, which includes a strikeout/underline version of the language added and subtracted.

REVIEW PROCESS

Staff originally presented the item to the City Council at the October 20, 2009, Study Session meeting as in conjunction an overall review of City efforts included in the Highland Fairview Corporate Park Settlement Agreement. During the study session meeting, existing and proposed standards were discussed, with the City Council recommending that staff bring back proposals to incorporate guidelines of the International Dark Sky Association and exterior lighting standards of jurisdictions such as Palm Desert which have created dark sky ordinances.

Subsequently, staff established a subcommittee of members from various internal departments involved with lighting, including Land Development, Transportation, Police, Special Districts, Moreno Valley Utilities and Parks and Community Services. Collectively, all internal departments and representatives of the subcommittee have drafted revised lighting language and/or reviewed draft dark sky lighting standards. All members of the subcommittee have agreed to modify the ordinance as is presented and attached to this report.

The next step in the process is to have the Planning Commission review the proposed amended lighting standards and recommend to the City Council for final review and action.

ENVIRONMENTAL

The proposed Municipal Code Amendment (PA10-0022) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines in that there is no possibility that the proposed activity and the modification of existing light standards to further prevent light spillover into adjacent properties and the night sky would create the potential for a significant impact upon the environment.

NOTIFICATION

A 1/8 page public hearing notice for this development code amendment was published in the local newspaper. The Sierra Club was also notified of the meeting.

REVIEW COMMENTS

Staff sent out the final draft of the modified lighting ordinance to eleven (11) lighting designers and experts in the field that have previously submitted photometric lighting plans to the City, inviting any comments on the draft language to be provided. Staff did not receive any comments during or since the 30 day transmittal period.

STAFF RECOMMENDATION

APPROVE Planning Commission Resolution No. 2011-10 and thereby **RECOMMEND** that the City Council:

1. **RECOGNIZE** that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. **APPROVE** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

Prepared by:	Approved by:
Mark Gross, AICP Senior Planner	John C. Terell, AICP Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-10
3. Strikeout/underline version of Chapter 9, Section 9.08.100 "Lighting" of the Municipal Code.
4. Strikeout/underline version of Chapter 9, Section 9.08.190, "Street Lighting" of the Municipal Code
5. Strikeout/underline version of Chapter 9.16, Article IV, "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines" of the Municipal Code
6. Strikeout/underline version of Chapter 9.16, "Applications for Lighting" Section 9.16.280 "General Requirements" of the Municipal Code.
7. Strikeout/underline version of Chapter 9.15, Section 9.15.030 "Definitions" of the Municipal Code.

2. Case Number: PA10-0022 Modifications to Title 9 of the Municipal Code for Dark Sky

Case Planner: Mark Gross, Senior Planner

ASSOCIATE PLANNER GROSS – Good evening Vice Chair Baker and members of the Planning Commission. I'm Mark Gross, Senior Planner. Staff is presenting the proposed amendment to current lighting standards found in five sections of the Municipal Code. The amendments relate to additions of dark sky, provisions for the general site street and recreational lighting Citywide. Now you may ask why we're actually going through the provisions of updating our Code. There are a number of reasons actually why we are doing this at this particular time.

First of all, the lighting standard modifications are a direct result of a settlement agreement reached in January 2010 between the Sierra Club, Highland Fairview and the City of Moreno Valley regarding the approval of the Highland Corporate Park Project and so we had to actually come back and look at the current lighting standards and see what we can do to make it a little more dark sky in this particular instance. It is also the result of review of concerns of various development projects located in more hillside residential areas in the north and east portions of the City.

Now the addition of the modification of existing lighting standards in this case is going to, for the most part, curtail and revise any degradation of the night time visual environment; the night sky. It is going to minimize or help to minimize glare and obtrusive light by eliminating outdoor lighting that is either misdirected or excessive or in some instances unnecessary. It will also conserve energy and resources to the greatest extent possible and it is also going to help protect the natural environment from the damaging effects of night lighting.

Staff has in this process reviewed existing standards and local jurisdiction and dark sky ordinances and there were a few out there; not a lot of dark sky ordinances out there, but what we did is we focused on a couple of items. First of all, the international dark sky ordinance, and there were sample ordinances that the settlement agreement looked at which wanted us to look at Palm Desert, and there were other cities out east of us that actually had dark sky ordinances, but again few and far between. What I would like to do at this point in time is just to highlight some of the changes that you are going to see with this particular lighting ordinance amendment.

Now the first item that it is going to provide is it is going to revise the development and performance standards to include maximum wattage of light bulbs for single family residential and multiple family residential and that would be 100 watts of incandescent lighting and 26 watts of fluorescent and also for

non-residential; the commercial and industrial properties there will be a maximum lighting standard of 250 watts of high intensity discharge lighting. The design of all the lighting will be with full cutoffs; so you are going have any lighting with projects that would have full cutoffs and would be fully shielded for residential, multiple family and non-residential properties; so that would be industrial and commercial type properties.

There will be further reduction of light trespass from one property to another so you'll get again a reduction of spill-over lighting from adjacent properties for all non-residential, commercial and industrial and multiple family residential, which is currently measured from within five feet of the property line, and it is now going to be at a quarter foot candle minimum maintained lighting for that area.

Now this does differ from the standard that we have currently, which the measurement is actually at the property line and it is a half a foot candle, so it is reducing the lighting. It is also going to include height limits on hillside residential lighting and not exceeding eight feet with all other residential areas; excuse me that would be hillside residential areas and then all other residential areas not to exceed twelve feet. Non residential lighting height limits shall be a maximum of thirty feet except within 100 feet of the residential use where lighting shall be reduced to a height of 20 feet and there will be a reduction of courtyard and walkway lighting, which would be a maximum of twelve feet in height.

Now in addition, there are going to be a couple of modifications into the general lighting section of the code and two additions you are going to have for lighting for parks, athletic field and trails and it is pretty much taking the standards of what we have and it is minimizing the spillover of lights and it is also going to be providing fully shielded lighting and horizontal cutoffs that would be required and you also have the street lighting section that is actually moving over from one section in 9.08.190 to actually this section, which will again include installation of street lighting solely for the purpose of illuminating public right-of-way and conformance to the City street lighting standards.

Now there will be provisions in this particular code for the addition of lighting curfews for outdoor lighting systems in non-residential areas requiring all lighting to be reduced by 50 percent beginning at 10 pm or the close of business, whichever is later and until dawn or the start of business, whichever is earlier and I did want to stress with these particular standards that we are looking at, the standards in this ordinance is applying only to new projects and existing projects that are either modified, enlarged, reconstructed or changed from previous configurations. So again, existing standards or existing development will not have to meet these particular standards, they will meet what is in place currently before this standard would go into effect.
Now tonight the Planning Commission would be required to review and provide a recommendation to City Council on the proposed lighting development code amendment. I did want to mention that based on the environmental review of the

proposed amendment, the item is exempt from California Environmental Quality Act, CEQA Guidelines, pursuant to Section 15061 in that there is no possibility that the proposed activity may have the potential for a significant impact upon the environment.

Noticing was provided for this amendment as a 1/8th page display ad in the local newspaper. A copy of the notice was also mailed to Sierra Club and George Hague who was involved in the initial law suit and subsequent settlement agreement and we did tonight or today I should say, receive a couple of… we actually had one call and we had two emails and I believe you would have gotten a couple of those emails. One actually is from the Sierra Club that pretty much is recommending support of the ordinance amendment as recommended by Staff and presented this evening. That concludes Staff's Report and I'll be happy to answer any questions.

COMMISSIONER OWINGS – Mr. Chairman, may I address some questions?

VICE CHAIR BAKER – Yes, surely

COMMISSIONER OWINGS – Mr. Gross, just some background information for this; for my behalf and maybe possibly for the other Commissioners just to clarify. Out of the lawsuit, it was agreed with the City or in the settlement agreement that we would just look at these standards. I notice in your Staff Report that you made a survey of several cities; surrounding cities; Redlands, Riverside I believe do not have a similar ordinance. In your survey of those cities was there any information from the staff of those cities why they do not have this?

SENIOR PLANNER GROSS – Well that is correct, that the surrounding cities did not have a dark sky ordinance. They were some provisions like Riverside I think have some very minor provisions in their Code, but I did not see anything or any specific dark sky requirements for the other two cities.

COMMISSIONER OWINGS – Were any of those concerns possibly potentially public safety concerns or economic impact and development concerns that cities do not have these because who is against dark skies, so there must be some reason why the cities around us have chosen not to adopt these standards.

SENIOR PLANNER GROSS – Well, I think you are seeing more and more opportunity to provide these types of standards. I think in my review of what I looked at as far as a survey, the majority of the cities that I looked at other than Beaumont which is very close to us, there was a full dark sky ordinance involved with that city. Of course Palm Desert and some of the desert communities had it. From what I see the majority of the areas that actually provided these standards were more rural in nature and they were more of a kind of I guess recreational-type community. John may want to add to that.

PLANNING OFFICIAL TERELL – Yes, if I can interject…we're calling this a dark sky ordinance. If you've been to some place like Prescott, Arizona or Sedona, Arizona, this is not that type of a dark sky ordinance. The minimum and maximum foot candle in the proposed ordinance is exactly the same thing as the proposed ordinance, so we're not reducing any amount of light but basically directing and shielding it. There is a proposal in here which actually matches what we do in City parks currently which is a reduction of 50 percent of the lighting after a business is closed. That is exactly what happens in the city parks today.

COMMISSIONER OWINGS – Mr. Terrell has there been any estimation about the additional cost to the City in terms of enforcement. In yours and my tours of the City, it seems like the City is so strapped in terms of enforcement that it can't even enforce the City sign ordinances, so every block you go to you see a violation of the City's current sign ordinances, so has there been any estimation about the additional cost placed on the City for enforcement and also has there been any study done in terms of public safety. I mean this is a community that is much different than Prescott, Arizona…

PLANNING OFFICIAL TERELL – Yes and that's why I was pointing out that it was different. The Police Department was part and Mark didn't say this but it was I think in his report, we had an inter-staff committee that included members from the Police Department, our street lighting folks, public works; all the folks that are involved and some parks and recreation and so this was vetted through them. There was not a particular concern from the Police Department that this was going to cause issues as long as there was still lighting over doorways and entrance ways and that is not required to reduce by 50 percent at night.

COMMISSIONER OWINGS – Was there any survey or study done that would give us some indication as to the possible or the potential cost to the new developers to the community who are thinking about developing here? If you can go to Redlands and not meet these standards or you can go here and have to meet the standards. Was there any type of discussion along those lines?

PLANNING OFFICIAL TERELL – We did not. The other thing that is in Mark's report was we did send this out to all the lighting companies that have done business in the City in the last three years with a copy of the ordinance requesting their input and unfortunately none of them chose to provide any input, which you can say they were too busy or you can say they didn't have a major concern, so we can't interpret why they didn't respond, but we did make that outreach. I would pause it that since we're reducing the lighting requirements potentially, that it is not increasing the costs. There is a cost for shielding the lights. We already require shielding of lights so this is just putting it in the code something that is pretty much required on every development already, so I understand your concern. If I had to pause at a reason why say the City of Redlands doesn't have this, it is probably because they require these things

through some other venue or they have a very old code. I don't believe that there is anything in Redlands or Riverside where you drive through neighborhoods and there are glaring light problems there, so this is not meant to be revolutionary. I was at and you are correct though, this is the study; this Staff's recommendation based on looking at these other communities, it our recommendation on reducing lighting levels to potentially create a better aesthetic and not affect public safety, because that was very important and that's why we included the Police Department in the review of this ordinance.

COMMISSIONER OWINGS – Well thank you very much, I appreciate it.

COMMISSIONER DOZIER – I didn't understand full cutoff? Could you explain what that means by full cutoff? I assumed it just meant cutting the light off but you know…

COMMISSIONER OWINGS – It has to do with cutting the lighting off and shielding yes.

COMMISSIONER DOZIER – Okay, so full cutoff versus what half cutoff.... I mean…

PLANNING OFFICIAL TERRELL – It means that and if you look at most lighting fixtures in newer developments or even in older developments like Town Gate Project, it means that there is a shield that goes around the four sides of the light. There certainly are lights where they are cutoff; ball field lighting is a good example where it doesn't have full cutoffs because they are trying to cover a much wider area and full cutoff is like this; ball field lights or some other lights you might find something like this. The opposite of that is the kind of lights that people have that tilt up and shine directly out and that's not a full cutoff, so the idea is that all four sides of the light focus the light down towards the ground where you are trying to provide visibility.

COMMISSIONER DOZIER – I think I understand that. Now if you are taking a light bulb that is 250 watts and you are putting full cutoff and you are directing the looms down to the ground you are getting less lighting out around that, so if I'm in a parking lot the light is coming down but it's not necessarily going out in that direction. I understand the desire to want to cut and diffuse lights so that we can see the sky; I guess that's the Sierra Club's position. In some of our newer shopping centers I think we've used this full cutoff lighting and I get a little concerned because in a parking lot where people have to go some distance to their car, it does cut down on the visibility within that parking lot.
In some parking lots and I'm going to use an example; I'm going to use Fresh N Easy on Iris and Perris. I've been in that shopping center in the evenings and it is very dimly lit once you leave the light even around the store. Even around the store there is not a lot of lighting, so I find it a little hard to accept that there wouldn't be a problem with Police enforcement because it's just not as lit and I

even have concerns about my wife if she is parked too far away from the front of that Fresh N Easy getting to her car because the looms are different and the lighting is different from other shopping centers that don't have those.

So I kind of would feel a lot more comfortable if someone would categorically say to me that cutting in a public shopping center, the ability to light that parking center parking lot that that is not increasing the potential for more crime or illegal activity. Everybody would like to see the sky but we would also like to be safe when we go out at night. A lot of the communities that we used as an example are more rural and they are out in the desert, they have clear skies and they see more stars than we might ever see, so it might be little unfair to use those cities who are trying to get that view, especially if you got out to Arizona or places in the desert. I just feel more comfortable if I thought that the overall policy wasn't going to cause situations that would put the public perhaps in more peril because of the lack of light at night. I don't get that based on what I read in your report. I understand the reason for it and I understand why the Sierra Club is pushing for it, but I'm not so convinced that the safety factor is there.

COMMISSIONER OWINGS – Mr. Chairman, I follow your remarks. It's not only in the urban areas or in the developed areas because there is plenty of examples of what you are talking about; the new Target on Nason. There are parts of that area out there you know, you could probably steal the bank and no one would know, but talking that a step further to your own personal residence, shouldn't you be the judge of what wattage or lighting is necessary for your home to be protected and be safe and this ordinance seems to take or these changes to the proposed ordinance seem to take those discretions away from the homeowner and the property owner. Now I was a 23 year resident of Redlands; you're a resident of Redlands now, there are plenty of areas in Redlands that have just as many problems as this City has and those are people with the main deterrent of crime in those areas is well lit properties and you can into those areas of Redlands and you will see they are lit and I'm sure it's the same in Moreno Valley, so I think it's more broad than just a question of the developed areas. It is the personal safety of the people in their own homes.

PLANNING OFFICIAL TERELL – But again to respond I guess, is that we did have the Police Department review this proposal. They did not express any particular concerns. Their main concern was lighting as far as crime, lighting over doorways. The minimum lighting standard isn't changing based on this ordinance.

COMMISSIONER OWINGS – But Mr. Chair it does have a minimum on the property owner for I think you said it was 100 watt.

PLANNING OFFICIAL TERELL – Well the minimum lighting that is required is one foot candle in a commercial center, so I think that was Commissioner Dozier's concern in a commercial center. The minimum lighting standard is not

changing. As far as yes on single family residential, there is a maximum wattage. You asked about compliance and the cost of doing that, like any ordinance that we have; voluntary compliance is 99 percent of what occurs. This would only most likely come into play; this would only come into play for obviously industrial and commercial where we would actually review the lighting the plans and make sure they meet the standards and that is not changing, but on single family residential, we don't have lighting plans for single family residential unless they are building something like a lighted tennis court and then in fact the code has always had a requirement plan where people are putting in a lighted tennis court.

COMMISSIONER OWINGS – So to clarify, is this portion just a revision, redundant, unnecessary or all of the above.

PLANNING OFFICIAL TERELL – Redundant… it provides an opportunity for people that are bothered by high light levels to have a fixed standard so that when there is a complaint, we actually have something; a specific standard to…

COMMISSIONER OWINGS – And that comes to my next point, because if you are not willing to take care and enforce the thing across the board to all people concerned, then I really have a problem with ordinances and laws that go unenforced. I don't believe we really need a law that isn't enforced. Your comments to me about the sign ordinance; why have one if we don't enforce it. I think there are a lot of priorities in the City that should come first before this priority and I intend to vote no on this and I appreciate the Staff's work on it and your honest portrayal of it. Thank you.

VICE CHAIR BAKER – Okay who is up next?

COMMISSIONER VAN NATTA – I kind of see some truth in what he is saying there. I was listening to this and you know you are saying eliminate unnecessary lighting and you're talking about residential lighting and I'm like who decides what is unnecessary. If we're going to put something in place that enables my neighbor to call in for enforcement because they feel that my porch light is a little too bright, you know it is getting a little bit too intrusive and I didn't write down what you said was the maximum watts allowed in residential, but what was it; 110 or 120…

PLANNING OFFICIAL TERELL – 100 per light bulb.

COMMISSIONER VAN NATTA – 100 watts?

PLANNING OFFICIAL TERELL – Yes 100 watt light bulb

COMMISSIONER VAN NATTA – I don't like that. I mean if I want a really bright light in my house I should be able to have it without having some sort of rule

saying that I'm not going to, but if you are going to tell me that and you're not going to enforce it anyway, why even put it in. That doesn't make sense. The other question that I had is how is this going to affect somebody who is going to bring a business in and then they are told or by the way you may feel it is necessary to leave the exterior of your building well lit at night to cut down on vandalism and graffiti and trespassing and all that kind of stuff, but we're going to tell you that at 10 o'clock you are going cut that way down. The same was mentioned about the parking lot lights. Maybe we don't have numbers that say that a less well lit parking lot is going to reduce crime, but if I'm walking through a parking lot, I like to be able to see where I'm going and not worrying about tripping and can I see what I'm doing when I'm putting my groceries in my trunk and things like that. It's all very well and good to say that as a City when we are installing the City lights; the street lights; the exterior lights and everything; those be shielded, but is it really necessary to put all of these restrictions that might affect the willingness of somebody to bring more business to the City.

PLANNING OFFICIAL TERELL – Yes I agree. This is from our research, I anticipated that requiring the reduction of the lights after 10 o'clock might be one of the more controversial elements of this and it is certainly within the purview of the Planning Commission to make that voluntary rather than mandatory or to say we're not going to do it at all, but the current standard requires people to have their lights on all night long even if their business is closed, so this is kind of saying going the other way that we're going to require that you lower the light levels for energy conservation, but certainly the Planning Commission if you so chose could say don't do it at all or make it voluntary. You're the advisory board and we're just making the recommendation.

COMMISSIONER VAN NATTA – Well then if it is not necessary to have the lights on all night long, why can't you just make that simply optional; you can have your lights at night or you can turn them off. It is your choice as a business owner how well you want to have your building lit and how much you want to pay for your electricity.

COMMISSIONER OWINGS – Well I think as a business owner; speaking as a business owner, we have the ability to make those decisions on our own without the City telling us and as having the distinction of having the single largest one day loss in the history of American road insurance; 625 thousand dollars for 23 vehicles stolen, lighting is certainly proven to be… it was the silliest conservation thing we've ever done was to cut the lighting off at midnight and suffer a 625 hundred thousand dollar catastrophic loss of which the insurance covered it, but the deductible was several hundred thousand dollars and so I think each businessman has to make that consideration.

The second thing is this, a new business coming into town, you said you'd grandfather certain businesses; well lighting for fast food and things of that nature is certainly a plus for a new business would be at a disadvantage to an old

business as a result of the fact that one business across the street would be able to brightly light himself through all his hours of operation and a guy across the street might not. So those are all considerations and it is a little bit like getting closing the barn door after the cows are gone. This is a City of 150 to whatever estimate you believe thousand and to start making these now you know in anticipation of us doubling or tripling I think is unrealistic.

COMMISSIONER CROTHERS – I definitely like the idea of the dark sky for communities where you go to expect to see the dark sky. Communities such as Palm Desert, Palm Springs, Beaumont, Encinitas and San Diego; those are all cities where you go specifically to see the dark sky; to see the ocean; to see the views; to see Tempe, Arizona where you see all the rocks around you and those formations. This City is not like those cities. This City is very well populated and there are businesses all over our City and I think my main concern is safety and security. I don't want the light in the parking lot facing down and shining on my feet. That is not where the person's face is that may potentially attack me. I want that face well lit so that you know if anything happens there is a camera around and that face can be caught on camera. I don't think that me being a single female you know, working and shopping in our City, I don't think it is safe to cut off the lights. I can't get over that and I can't vote for this project knowing that I could be putting people at risk and I think that the lighting standards that we have already in place are doing just fine. I don't think that I've ever been somewhere and thought to myself oh my gosh it is just so bright and I wish they would cut these lights off at 10 pm. In fact in a lot of places at 10 pm I'm thinking to myself I wish there were a lot more lights around here because I don't feel safe getting out of my car or driving around the neighborhood.

PLANNING OFFICIAL TERELL – I'm sorry I didn't mean to interrupt but we're not in the deliberation stage of it yet, we're in the question stage, but understood, but I will remind everybody that the cutoffs are a current standard. They're not a new standard and the lights are at 20 or 30 feet in a shopping center, so the idea is the coverage is I believe it is a one foot candle at a certain distance above the pavement. It is not at the pavement, so just to clarify, but we are still in the question/answering stage and I believe you may have a Speaker Slip so we need to kind of avoid deliberation yet.

COMMISSIONER CROTHERS – Okay I think I have one more question.

VICE CHAIR BAKER – Okay one more question here.

COMMISSIONER VAN NATTA – So a couple of things you say we already have this in place and we already have that in place, can you maybe very simply tell us exactly what is changing with this rather than just reading the whole thing because now you are saying we already have a cutoff at 10 o'clock or whatever. What is different; what part is different?

PLANNING OFFICIAL TERELL – I think Mark identified those and I'll reiterate them. The first change is limiting specifically the wattage of the bulbs that can be used in residential and commercial. So that is a change. Currently we rely on the minimum and maximum foot candle, so the minimum and maximum foot candle aren't changing but the type of fixture you can have is limited by this proposal. So that's a proposed change.

The second is this concept right now we allow a half foot candle at the property line. This would reduce that to a quarter foot candle five feet back from the property line. That is usually the landscaping, so that is a standard that is more stringent than the current code.

The third I believe has to do with the height of the fixtures. In a hillside area I believe it is currently 12 feet and we're suggesting 8 feet as the maximum height of a light fixture in a hillside area. The residential limit of 12 feet isn't changing. The maximum in a shopping center of 30 feet isn't changing. The stepping it down to 20 feet closer to the property line is a change and for courtyards; we usually refer to this as pedestrian level lighting in the courtyard of an apartment building, that would be a maximum of 12 feet and the current standard is 15 feet.

Reducing the lighting by 50 percent at 10pm or when the business closes, whichever is later, that is a change. The current standard actually requires the lights to be on all night long, so the property owner doesn't have the option of turning them off or reducing them under the current code. Adding in specific standards for public parks; we have standards for public parks but they are in the Public Works Code but this adds it into the code to kind of provide consistency and so the public can go and say what is the standard for that and it will be in the code, so that's not a change, but we're putting it in the code. The street lighting is not changing at all. That is a section of the code that we're moving from one area of the code to another. The wording is changed slightly but again street lighting is a public works standard and…

COMMISSIONER OWINGS – Mr. Terrell, not to interrupt your thoughts…

PLANNING OFFICIAL TERELL – No, those are all of them

COMMISSIONER OWINGS – But how would this affect future development in the Moreno Valley Auto Mall?

PLANNING OFFICIAL TERELL – The Auto Mall is exempt because it is in a Specific Plan that has its own lighting standards, but the lighting standards currently in the Auto Mall don't meet the City standards. They were unique standards specifically because of the use that is there, so they are exempt from this.

COMMISSIONER VAN NATTA – So basically we could make all these changes and because existing things are exempt and certain specific areas are exempt, it really wouldn't make much change at all except for in a few places.

PLANNING OFFICIAL TERELL – The changes I would say are relatively minor but there a few of those points that you all have had some significant discussion on, so we're starting to get into deliberations so I'm trying to stop short of that, but I just wanted to point out what the specific changes are and as Mark said they do only affect new development. There a few areas that are exempt and the Auto Mall is specifically one that is exempt and it is primarily for new development but those areas that I mentioned, those are the areas that are changing. The other thing we tried to do here is really integrate the whole lighting standard so they are all in one place just to make easier for people to find them. That has nothing to do with dark sky; it has to do with making it a more accessible code section.

COMMISSIONER VAN NATTA – Okay so the full cutoff and the full shielding and stuff you were talking about, that isn't a change that is already in place?

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER VAN NATTA – Okay so if you have full cutoff for full shielding, what is the difference between an 8 foot light and a 12 foot light as far as the dark sky is concerned?

PLANNING OFFICIAL TERELL – Well obviously the closer you have the light to the ground the less spillage you have because the light is still going to spill out, but it doesn't make a big difference. Having a lower standard on a hillside is… when you are a hillside and our hillside ordinance is very stringent; the idea is that if you look up at the hill you will more likely see the lights of the houses as opposed to street lights or lights sticking up above them. That is not a significant change, but it is meant to reduce the light levels in the hillside areas only.

COMMISSIONER VAN NATTA – But doesn't that bring the light down to where like you know maybe a vehicle passing under them can hit them or I mean I can reach 8 feet myself and touch a light. Wouldn't that be more prone to damage or something if it was shorter?

PLANNING OFFICIAL TERELL – Well it doesn't refer to street lighting, so street lighting standards are different, but the private lighting; yes even a 12 foot light… there are vehicles that certainly could hit those but the intent is that most lighting in a residential area neighborhood is either on a post that it is on the front yard or along the side of the driveway or it is on the building itself and it just lowers it a little bit. The 12 foot standard for single family has always been in the code and that's typically right over the garage door would be about 12 feet.

COMMISSIONER VAN NATTA – But then if you lower that to 8 feet then they wouldn't be able to put it in the eave of a house to eliminate the backyard…

PLANNING OFFICIAL TERELL – That is correct. In the hillside area that would be restricted so that's certainly something that you may want to consider.

VICE CHAIR BAKER – Are there any other questions? Okay we're going to open this item up to our Public Comments. The first one will be Michael Geller.

SPEAKER GELLER – Good evening. You know this is a time when you just say no. This kind of garbage; this is extortion by the environmentalists who don't care about anybody but themselves. The light is out of the bottle. Who is kidding who? You're not going to see the sky in this City. Anyone who thinks they are, are living in fantasy land. You can pass all these new ordinances to just make it harder for anyone to develop; create a double standard or so called double standard; create an enforcement nightmare and you're still not going to see any stars. You know get out and look.

I was here 26 years ago when you used to be able to see the stars. It's gone. It's done. I regret it to some extent although we didn't have any street lights; that's why we could see the stars. There were no street lights and the street was pitch black. We've chosen public safety over some things and that's the way it goes, but you know this extortion by these environmentalists to force the cities to do things that aren't necessary; aren't needed; don't need to be here; just adding new enforcement mechanisms and new little games to play and more ways to challenge developments is not a positive way to move things along.

We need to tell people if you want to get an ordinance passed then fine lobby and get it passed, but hold a gun to someone's head to try to get an ordinance passed and that's exactly what happened here. The Sierra Club held a gun to try and prevent development in the City. Enough is enough. Tell them no. The City did their part. All the Settlement Agreement said was you had to look at it; you've looked at it; say no; recommend to City Council and turn it down in full and be done with it and you know let's show that the residents in the City; not the three members of Sierra Club are going to run the City and tell the City what to do and you know we have rights too. You know all the rest of the residents; our Sierra Club members also have rights; people that own land have rights and enough is enough. You know there is nothing wrong with saying no.

You have a lot of legitimate concerns, but the biggest thing is that it is unneeded; it is unnecessary. It is not going to serve one iota of good. We're not going to see any stars. You know if they want to see the stars they are going to have to go out to the desert. It is an unfortunate truth. It's just the way it is, but this isn't going to change it and why do get into these fantasies that we're going to fix problems that can't be fixed by all these band aid ordinances. All it does is to make… instead of 400 conditions, they'll be 500 conditions of approval to get a

stupid project approved and you know you can say enough. The City has done its part and I would hope that you'll just tell the City Council no and if they want to pass it then they'll pass it, it's ultimately their choice, but you know it is your choice to tell them we don't think it's needed. Anyway thank you and I have to go pick my wife up from the airport.

VICE CHAIR BAKER – Thank you Michael. Our next speaker is Steve Jiannino. If you just state your name and address so we can have that on the record.

SPEAKER JIANNINO – Okay I'm Steve Jiannino and my address is 24701 Valley Ranch Road, Moreno Valley and I have to disagree with Mr. Geller. I can see the stars. I live in the hillside. I live off of Ritchie Vista. I can see the stars and I would like to continue to see the stars. It's a wonderful thing, so I want you to recommend approval of this to the City Council. Thank you.

VICE CHAIR BAKER – Okay, thank you. Okay we have no more Speaker Slips, so I'll close Public Testimony and now we are going to go into Commissioner Debate.

COMMISSIONER CROTHERS – I won't take up too much time saying what I've already said at the wrong time in the meeting, however my standing is that in cities such as Palm Springs, Encinitas and San Diego; those are the cities where you really go to see the dark sky; you go to see… you know if you went to the desert and didn't see the stars, you would be sorely disappointed in your visit in the desert. That is just one of the attractions to it. I think that Moreno Valley as a whole has a good lighting position already in place and I don't think that this will serve to provide any more dark sky to the people who already live here. For Mr. Jinnino I envy you, I wish I could see the stars from my house, however you know I live in the middle of a development and I'm not lucky enough to live on the outskirts or in the hills; maybe someday, if I'm here that long. But you know, I do have to say that we've looked it; I've read it and I'm going to have to say no.

COMMISSIONER RAMIREZ – Thank you. In the wake of the most recent events that have taken place in our community, I'm very concerned that eliminating or reducing any kind of lighting is going to help our community as far as security goes. Having served in the Marines and having served in combat I know that strategically in order to operate efficiently it is easier to do it in the dark where you can't be seen. That's where you can operate and get away with things, so reducing lighting is not only going to promote crime but I believe it is going to make it more difficult for people to witness crimes as well, so I understand all sides and I can hear all sides of the discussion, but as a whole and for the utmost security of our community and given the wake of things that have happened and transpired in the last six months, I don't believe that reducing any lighting is going to help us here, so that's all I have to say and therefore I will be voting no against this. Thank you.

COMMISSIONER DOZIER – Well the first condition or the first change was limiting the bulb wattage for residences. I think that's kind of intrusive. I think I agree with my fellow Commissioner Mr. Thomas Owings that that is intrusive and I don't like that. I just feel like for my own personal safety and the safety of my family that I should be able to decide how much light I need in my front or my back, so I don't agree with the first change right there and you know if you pass an ordinance like this, the Home Depot and all of the different stores are going to know that ordinance exists and they are going to change their stock and they are going to make it more difficult for me to light my house the way I want to light it. I just don't see; I just couldn't go along with that I'm going to vote it down even just for that one reason. I don't hold any avarice against a Sierra Club for trying to save the natural world so to speak; that's their mission; that's what they do; but there are some limitations. There are some limitations when they are forcing some of us who aren't quite as passionate about some of those issues as they are and they certainly have tried to impose some of those on us that I think in this case affect our personal liberties and some of our choices and I don't appreciate that. I think you can be over-zealous and you can love something with so much of a passion that you infringe on the rights of others to make those decisions for them and that's unfortunate. I think that is happening in this case and I will vote against it as well.

VICE CHAIR BAKER – Thank you

COMMISSIONER VAN NATTA – I think I already said it too. I think we'll begin learning when to ask questions and when to debate, but this is our first night so we're granted a little bit of leeway I think. Yes just going through the points where changes are being made, I don't see any need; any reason for these changes. I don't personally have any 100 watt bulbs in my house, but I reserve to put one in if I want to or 150 watt or whatever I can find if I decide for some reason I want more light. I think when you start cutting down the amount of lighting that the business owner can have around the perimeter; around their building or restricting the owners decision about when to have lights on and not to have lights on around their business, that should be the business owner's decision. I don't like the current requirement that they keep them on all night long either; you know let the business owner decide how much light they need for protection of their premises and as for the hillsides; if I have a two story house or even a one story house on a hillside and I want to put a light where I can illuminate my landscaping or my patio area or whatever and I'm restricted to putting it at 8 feet which is just a couple feet above the top of my head, you know it is very restrictive. I'd have to put in twice as many lights to get the coverage for my landscaped backyard or whatever for those patio parties and all that, so I just don't need to say anything more about it. I don't like it.

VICE CHAIR BAKER – Thank you

COMMISSIONER SALAS – Yes I'll be short. I just don't… I'm not behind approving an ordinance that I think it is impossible to enforce. How are we going to enforce this? We don't have enough code enforcement and for a lot of other stuff that is a lot more important than this, so I'm not for it either.

COMMISSIONER OWINGS – I just would like to address the City Staff that lifted an eyebrow when they thought that my comments were slipping and away from questioning and into deliberation. Those were rhetorical remarks and meant to be rhetorical questions. You know one thing you said when you were talking to me in the questioning period when the real questioning period was, that there was some consolidation and Staff felt comfortable about those consolidations of getting all these type of lighting type issues into one area. You know I would really recommend and support a move to do that because anything that makes it easier and clarifies those things for developers and citizens makes sense, so I would hope that we wouldn't have to come to one of these type of ordinances in order to do those kind of consolidations and would recommend that Staff do that whenever possible and bring those to the Planning Commission and the City Council on their own volition when those changes need to be addressed. I've already made myself clear as to how I'm going to vote against recommending this to City Council and thank you very much for your good work.

VICE CHAIR BAKER – Okay on this lighting ordinance I'm of the position that more light is better than less for our security issue and with things that happen. We need the lighting level. I can appreciate maybe consolidating some of that together. I don't know how we do that without rearranging our ordinance or something. How is that done? I can see if you move something over from public works into the lighting deals but do you have to change the whole ordinance to do it?

PLANNING OFFICIAL TERELL – Yes well based on your discussion and this is the kind of discussion that we are supposed to have at Planning Commission, so what I would recommend for your consideration is that you approve the ordinance excluding of the provisions that increase the regulation; so those specific changes that I mentioned. You can approve the consolidation aspect and the wordsmithing; what I call wordsmithing and fortunately based on staffing levels this is when we have the opportunity to suggest some of these things because there is urgency to do something so we can… when we look at an ordinance, we don't sit back and say they want a recommendation on dark sky and that's all we're going to do; we kind of look at where we can fix what is not necessarily broken but might not be as clear as it could be, so I mean I would suggest that you might want to approve the consolidation aspect of the ordinance and delete those items that are changes that increase the regulation on the lighting levels and based on that the Council can agree or disagree, but then what we would do is we would go back and revise the ordinance and this is maybe what we might want to do now, is we could take your input into consideration; revise this ordinance; bring it back to you and then you could

recommend that ordinance to the City Council. They would also see the original proposal and they could decide Plan A or Plan B.

VICE CHAIR BAKER – I think that makes a lot of sense.

COMMISSIONER OWINGS – I think that makes more sense because I would not want to be in a situation where we are sending mixed messages to the Council. The message this Planning Commission should send to the Council is this. We don't want the Dark Sky Ordinance period but we do recognize that Staff needs to have some consolidations of these. It is unfortunate that you chose this as the vehicle to do that in my opinion. I appreciate your situation…

VICE CHAIR BAKER – Part of it we were mandated by the Sierra Club right, so that was part of it.

COMMISSIONER OWINGS – But it was our choice to try to and consolidate ordinances using it as a vehicle. It was an opportunity that presented itself to you guys to do something that needed to be done and for that you should be applauded. But I just really wouldn't want to put the same message out to the City Council that we liked it in any way shape or form.

PLANNING OFFICIAL TERELL – And again as I said you choose to, you could ask Staff take your comments into consideration and come back with a revised ordinance that incorporates those comments and then you get to review it again and you could recommend that there is no urgency for it go…

COMMISSIONER OWINGS – Speaking for myself, I would prefer not to do that. I would prefer to vote the recommendation down with the recommendation that the Staff come back with those consolidation efforts in a second ordinance.

PLANNING OFFICIAL TERELL – The only reason I'm suggesting doing it this way is because we've got to go Council anyway, so we're going to Council and then theoretically they would generally, I think support…

COMMISSIONER OWINGS - I know you guys think is form over substance but really the message has to be clear from the Planning Commission that it doesn't in my opinion; that it does not want this ordinance and mixed messages in any way shape or form. It just needs to make a clear statement that that is what we stand for and if you guys want to consolidate those types of ordinances we can do those separately. I realize that it is more efficient your way but I think it sends the wrong message.

VICE CHAIR BAKER – We're not under the hammer to move on. I mean we can deny this tonight and then at a later date if you want to bring that back like Tom says to consolidate, we can look at that at a different time. We can get this thing off the board here.

PLANNING OFFICIAL TERELL – Yes you can do that but you're making a recommendation of denial so for us is potentially…

VICE CHAIR BAKER – We're going to need some help here whoever makes this because if we move to approve then we move against the approval.

PLANNING OFFICIAL TERELL – No, we'll work on that in a minute

VICE CHAIR BAKER – It gets a little hairy in these deals

PLANNING OFFICIAL TERELL – You can take whatever action you like to send, but the message you're sending… you're recommendation is going to City Council and…

VICE CHAIR BAKER – They can override that too

PLANNING OFFICIAL TERELL – They can override that or change that, yes

VICE CHAIR BAKER – And they have before

COMMISSIONER VAN NATTA – The only thing that I wanted to say that I didn't; that I would like to see that is kind of hinted to in this is that the lighting being reduced after the business closes and you're saying the current code requires them to stay open to stay lit all night long; that they have the option of reducing their lighting after closing or after 10 pm, whichever is later or whichever is earlier; sorry.

PLANNING OFFICIAL TERELL – Okay and as you know and any… we do verbatim minutes of the meeting, so whatever you said tonight will be in the packet for the City Council, so we'll see all your discussion.

COMMISSIONER OWINGS – We have to hope that they read that though

PLANNING OFFICIAL TERELL – And certainly to the extent and Mark is an expert at this; what we would do as part of the Staff Report is we would highlight the concerns and certainly that one or more Commissioners mentioned this or that. We try to characterize that in there, so it's very helpful to note that there is something there that is maybe a current change from the code that you might want to recommend.

COMMISSIONER VAN NATTA – If everyone else feels the same way as I do about it.

COMMISSIONER OWINGS – So some housekeeping here a little bit… when the Planning Commission as a group wishes the Staff to take a look at these types of

inconsistencies in the ordinances and to try to correct those is there a mechanism that you suggest we do in terms of do we pass a resolution; do we…

PLANNING OFFICIAL TERELL – No pretty much what we do is when we have discussions like this; I have a list in my office. I write things on my list and someday when we get to them. Literally that is what happens because we try to do what I call a cleanup ordinance. We used to be able to do them every year and now it is like every other year, so we add these kind of clarifications in with that, so it will go on the list regardless, so you don't need to take a formal action.

COMMISSIONER OWINGS – So then in terms of just a matter of procedure for my knowledge, when you have a negative, I noticed the previous minutes there is just this tremendous agonizing over how to vote yes when you are meaning no and can a simple motion to deny; couldn't someone make a simple motion here to recommend that the City Council not approve this ordinance pure and simple?

PLANNING OFFICIAL TERELL – Yes you can and what you'll need to do based on that is we'll bring back a resolution for validation at your next meeting that is I guess…

COMMISSIONER OWINGS – That would be more reflective of our thoughts

PLANNING OFFICIAL TERELL – … that you're not recommending and so your action tonight if I understand and I think I pretty well understand and the consensus here is that you would deny the proposed… so it's really deny… well don't deny the resolution; basically recommend; take number 2 there and change approve to deny and that's what you do and then based on that we'll bring back a resolution that reflects that action. You'll adopt that resolution of recommending denial and then we'll bring that forward to City Council.

COMMISSIONER SALAS – So we approve to deny

PLANNING OFFICIAL TERELL – No you would just read number 2 and your' action would be to deny the revisions and so it's that number 2 and then based on that we'll bring back a resolution that reflects your viewpoint and then you'll approve that resolution.

COMMISSIONER RAMIREZ – In essence that motion then would not read the preamble and the number 1, you would just move to and then start reading number 2 with the word deny to accomplish what you are asking.

VICE CHAIR BAKER – Okay so are we ready for a motion to move forward on that?

COMMISSIONER SALAS – So I'm going to read 2, right?

VICE CHAIR BAKER – Change Approve to deny

COMMISSIONER SALAS – Okay… **DENY** revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

VICE CHAIR BAKER – Very good; do we have a second?

COMMISSIONER OWINGS – Second

VICE CHAIR BAKER – Okay, do a wrap up vote; all in favor?

Opposed – 0

Motion carries 7 – 0

VICE CHAIR BAKER – Staff wrap-up…

PLANNING OFFICIAL TERELL – Okay I have a question and I just want to just kind of a… on Commissioner Van Natta's suggestion, is there general support for doing that or allowing flexibility in having a property owner able to reduce their lighting after they close their business or is that not a consensus?

COMMISSIONER OWINGS – I need to ask a question of you? The purpose of that ordinance is that for public safety; was that the intent of it to cause businesses to keep their lights on so that it would aid in law enforcement?

PLANNING OFFICIAL TERELL – We're not sure because when we posed that question to the representative of the Police Department, they said it wasn't their requirement, so it may have been someone's intent to do that but…

COMMISSIONER OWINGS – Well would it have been their recommendation I guess would have been the appropriate response from them would have been, it's not their requirement but we would like to see it. Guessing would it be their…

PLANNING OFFICIAL TERELL – No, actually in talking with the Police Department the amount of lighting wasn't the key, it was that it was the type of lighting. They were very concerned about the type of fixtures so that you know it was a white light that actually…

COMMISSIONER OWINGS – Right, as opposed to the amber…

PLANNING OFFICIAL TERELL - … amber and the most critical was when businesses are closed, the most critical was the lighting over the doorways and that's what they were very concerned about. They weren't concerned about…

COMMISSIONER OWINGS – But they would like to see that on 24 hrs. a day if they could or at least at night time.

PLANNING OFFICIAL TERELL – Well the idea is this doesn't recommend that the lights be turned off, it just allows them to reduce to 50 percent. If you want to go further and say you know you can turn the lights off…

COMMISSIONER OWINGS – I think it requires further… I like the spirit of the Commissioners, but I think we really need to look into that.

PLANNING OFFICIAL TERELL – Yes, so if the consensus is just to kind of leave that as kind of a suggestion and not as recommendation. I just wanted to clarify that.

COMMISSIONER VAN NATTA – Well I think what you had said earlier when you were speaking to the representatives from the Police Department; they said their only concern was that the doorways be lit, that I think that could be something we could say give the business owner the option after closing or after 10 o'clock to reduce the lighting as long as the doorways remain lit.

COMMISSIONER OWINGS – That's closer to being agreeable.

PLANNING OFFICIAL TERELL – Okay, yes. Does that seem like a general consensus? Just nod.

COMMISSIONER OWINGS – But you probably should put the provison on it that you do have this discussion with the Police Department and make sure that is the way.

PLANNING OFFICIAL TERELL – Right and any final recommendation; any final ordinance should be reviewed, because that is somewhat of a change from what we suggested, so we would still want to review that with the Police Department before anything was actually adopted. So with that, what we'll do is this item will be coming back to you at your next meeting with a resolution that reflects your action tonight and then based on that then we'll go forward to City Council.

VICE CHAIR BAKER – Okay, thank you.

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

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MV00115092

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District

FROM: Michael McCarty, Director of Parks and Community Services

AGENDA DATE: July 12, 2011

TITLE: Approval of Concessionaire Agreement with Pacifica University, Inc., for the Cottonwood Golf Center

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, approve a long-term Concessionaire Agreement between the Moreno Valley Community Services District and Pacifica University, Inc., to maintain and operate the City's Cottonwood Golf Center and adjacent banquet facility.

BACKGROUND

The City has owned the Cottonwood Golf Center since incorporation. During this time, the City has contracted with two concessionaires to operate the clubhouse/pro shop portion of the course. Whether operated by contract or in-house the golf course has always shown an annual deficit. At one time the operational deficit at the Center was more than $350,000 per year. While the deficit has been reduced significantly, it is anticipated that the deficit will be approximately $199,000 for the current fiscal year.

The City has been operating Cottonwood for the last nine years and has been able to somewhat reduce the deficit; however, we have been unable to make the course cost effective. The proposed contract with Pacifica University indicates their interest in being the concessionaire at Cottonwood including the operation and maintenance of the golf course and the management and operation of the adjacent banquet facility. The proposal, if approved, will immediately reduce the deficit by approximately $70,000 and will completely create a self sufficient golf course within four to five years.

DISCUSSION

At the City Council Study Session in April 2010, staff was directed to retain the maintenance and operation of the Cottonwood Golf Center, while trying to reduce the deficit it incurs. For fiscal year 2009/10, expenditures at the golf course were $336,726 while revenues came in around $71,000 for an annual deficit of $265,726. With some aggressive maintenance changes, staff immediately reduced the fiscal year 2010/11 expenditure budget to approximately $289,886. This reduced the overall annul deficit to $199,886.

Staff met regularly with a newly established Golf Course Committee, comprised of residents that utilize the golf course. Working with this committee, the City adjusted the fee schedule, improved marketing to increase play, and brainstormed as to what would be best for the Cottonwood Golf Center. Along with this staff repaired a massive drainage problem, originally projected to cost more than $300,000, but was completed for approximately $20,000.

On February 23, 2011 staff advertised a request for proposal, subsequently receiving four inquiries. Staff and elected members from the Golf Course Committee conducted in person interviews with all interested parties which resulted in a unanimous decision to begin negotiations with Pacifica University.

Pacifica University is a newly formed athletic and sports management institution currently based in Riverside. Staff has a positive working relationship with the college as their men's basketball and baseball teams have been renting the gymnasium at the Conference and Recreation Center as well as Sunnymead Park's Salas Field. Pacifica University is in the midst of forming women's basketball, soccer, and volleyball along with men's soccer and rugby with more teams on the horizon. The proposal from Pacifica University involves the college golf team assuming responsibility for the maintenance and operation of the golf course as well as responsibility for the adjacent banquet area.

There are many advantages to this unique opportunity including the following:

1. Pacifica University will relocate to Moreno Valley with the name Pacifica University of Moreno Valley.
2. Upon expansion the college will be leasing other facilities within the City for their classrooms.
3. Pacifica University has other money backing this endeavor (tuition and investors) which gives the City an opportunity to have a golf course out of debt.
4. Staff at the course (golf team) will have knowledge of this sport which will be great for the players that frequent Cottonwood.
5. Pacifica University is enthusiastic about immediately helping the CSD in constructing a practice hitting area and eventually improving the kitchen to serve prepared food.

6. The University golf team will be promoting the course in the community especially amongst our youth, providing tournaments and leagues in hopes of increasing play at Cottonwood.
7. Lastly the university students and staff will be frequenting Moreno Valley restaurants, stores, and gas stations which obviously help the City's economy.

The details of the proposed agreement are attached but in short allows the University to retain all revenues for the first three years while freeing up staff expenditures, contractual services, and supply expenses currently incurred by City.

It will be necessary for staff to address certain building deficiencies to get this facility up to code and operating efficiently, while the University will be constructing improvements that will make Cottonwood a more inviting place to visit.

ALTERNATIVES

1. Approve the Concessionaire Agreement with Pacifica University, Inc., to maintain and operate Cottonwood Golf Center for a period of five (5) years with a renewal opportunity for 20 additional years.

2. Not approve the Concessionaire Agreement and direct staff to identify alternatives to reduce funding deficit.

FISCAL IMPACT

By approving staff's recommendation, Cottonwood Golf Center will reduce annual expenses by approximately $70,000 this fiscal year, while eventually eliminating the deficit at the course for the first time in the history of its existence.

SUMMARY

Staff and the Golf Course Committee believe the City has a unique and creative opportunity that benefits the entire community and will help the Cottonwood Golf Center become a successful, more attractive area for residents and non-residents to spend their leisure time. Pacifica University is excited about not only operating the course but also becoming part of Moreno Valley.

NOTIFICATION

Posting of the agenda.

ATTACHMENTS/EXHIBITS

Attachment A: Proposed Concessionaire Agreement with Pacifica University

Prepared By:
Michael McCarty
Director of Parks and Community Services

Department Head Approval:
Michael McCarty
Director of Parks and Community Services

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

ATTACHMENT A

CONCESSION SERVICES AGREEMENT BETWEEN THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND PACIFICA UNIVERSITY, INC.
(Cottonwood Golf Center)

THIS AGREEMENT is made and entered into this 1st day of August, 2011, by and between the Moreno Valley Community Services District, a Municipal corporation (hereinafter called the "CSD") and Pacifica University, Inc. (hereinafter called the "Concessionaire") whereby said parties agreed upon the following terms and conditions:

RECITALS.

CSD owns a golf course facility and recreation center and related facilities and property located at 13671 Frederick Street in the City of Moreno Valley, County of Riverside, State of California, known as Cottonwood Golf Center ("Golf Course"). The Golf Course includes a 9-hole golf course consisting of fairways, roughs, sand traps, driving range, water areas, maintenance yard, fencing, lawn, restroom facilities, a golf clubhouse, a pro shop, a parking lot, and the adjacent banquet room. Concessionaire will not have use or be permitted into the two rooms north of the banquet room, and the restrooms in this area can only be utilized until outside restrooms at the Golf Course are repaired. Upon repair the restrooms located inside banquet facility will be closed or reconstructed as monies allow.

Concessionaire represents that it is qualified in the management, operation, supervision, and maintenance of all aspects of golf course properties and their related facilities, and that Concessionaire is qualified to manage, operate, supervise, and maintain the Golf Course.

CSD desires Concessionaire to manage, operate, supervise, and maintain the Golf Course on behalf of the CSD, and Concessionaire desires to and has agreed to do so upon the terms and conditions hereinafter set forth.

AGREEMENT.

1.1 Agreement to Manage and Operate Golf Course.

CSD hereby appoints Concessionaire, and Concessionaire hereby accepts such appointment as the operator of the Golf Course during the Term, with full power and authority to carry out all the duties and responsibilities specified herein, upon the terms and subject to conditions hereinafter set forth.

1.2 Standards of Performance; Fiduciary Duty.

Concessionaire acknowledges that there is a relationship of trust and confidence between Concessionaire and CSD, and that Concessionaire has a fiduciary duty to CSD pursuant to this Agreement. Concessionaire shall use Concessionaire's best skill and judgment in performing its duties and obligations hereunder, and shall at all times provide such management, operating, supervision, and maintenance services in a manner which maintains the good name of the CSD; perform its duties and obligations under this Agreement in an efficient, expeditious, prudent, and economical manner, consistent with the best interest of the CSD, in accordance with generally approved practices and standards followed by similarly situated public golf courses in California.

2.1 General Duties and Obligations.

A. Throughout the term, subject to any restrictions or limitations set forth elsewhere in this Agreement and subject to CSD's approval, Concessionaire shall, at a minimum, do the following:

(1) Fully comply, and cause the Golf Course and all Equipment and Supplies and operation thereof to fully comply with all legal requirements including all laws, statutes, ordinances, codes, orders, rules, regulations, permits, licenses, authorizations, entitlements, and conditions imposed by all federal, state, and local governmental

regulatory agencies and authorities which are applicable as of the date hereof and hereafter become applicable to the Golf Course, the Equipment and Supplies, or the operation thereof, including without limitation, environmental laws.

(2) Apply for, obtain, and maintain in full force and effect, at Concessionaire's expense, all permits, licenses, and authorizations required, whether by CSD, City of Moreno Valley, or by any other governmental agency, that are necessary or appropriate for the management, operation and maintenance of the Golf Course.

(3) Obtain and maintain in full force and effect all insurance required to be maintained by Concessionaire pursuant to this Agreement.

(4) Concessionaire shall diligently and faithfully perform the following services (among others) during the term of this Agreement:

(a) Promote the sport of golf in such a manner that will encourage, and thereby cause, the public to engage in such sport at the Golf Course.

(b) Promote, manage, and arrange for golf tournaments and recreation programs related to the sport of golf at Golf Course.

(c) Manage and conduct the play of golf at Golf Course in such a manner that will permit the public to play in an orderly and non-obtrusive fashion at said golf course.

(d) Operate a pro shop and practice hitting/driving area including, but not limited to, sale and/or rental of golf equipment, non-motorized golf carts, motorized golf carts, and golf-related apparel items.

(e) Maintain an adequate stock of golf merchandise, supplies, and equipment necessary for the operation of a golf shop and in keeping with the demand.

(f) All golf merchandise, supplies, and equipment used in the pro shop operation and practice hitting/driving area shall be the responsibility of the

Concessionaire.

(g) Be responsible for selection, training, and supervision of all pro shop personnel described herein. All payroll related costs, including workers compensation insurance, sick leave, and vacation pay shall be the sole responsibility of the Concessionaire.

(h) Provide close liaison between pro shop management and CSD management in order to aggressively develop methods to improve golf service and build a high level of customer satisfaction.

(i) Generate sufficient revenue to cover expenses of the pro shop operation with a pricing structure partially established by CSD resolution with respect to greens fees, with related prices to be justified by current local market conditions comparable from facility to facility within the county, as per City Council.

(j) Charge and collect from all members of the public who desire to use and play upon said golf course, greens, practice hitting/driving area, and/or lesson fees as from time to time may be established by resolution of the City Council. Fees established by the City Council shall be the maximum fee charged to use and play upon said golf course. Concessionaire may from time to time, with the approval of the Director of Parks and Community Services or his/her representative, provide "discount" and/or "special" rates as a marketing tool to attract additional play. Concessionaire shall not permit, or cause to be permitted, any members of the public to play upon said golf course unless such established greens fees have been collected in advance from such persons.

(k) Concessionaire to maintain a "tee sheet" listing type of fee paid and player's name. Concessionaire shall provide each customer with a receipt for their transaction.

(l) Provide for the sale of food and beverages including beer and

wine in the pro shop located at the Golf Course. Drinking of beer and wine shall be limited to the pro shop/restaurant and not be permitted on the course.

2.2. Throughout the Term, Concessionaire shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the ongoing operation, management, supervision, maintenance, repair, and upkeep of the Golf Course. In performing such tasks Concessionaire shall, at a minimum, do each of the following:

Golf Course

A. Be responsible for and control the play at the Golf Course, including making reservations, starting players, supervision of all of Concessionaire's personnel on the Golf Course, and all other aspects involving use of the Golf Course by members of the public.

B. Provide and supervise all personnel necessary to properly fulfill Concessionaire's requirements under this Agreement, including but not limited to golfing instructors, pro shop staff, driving range staff, putting green staff, and any other persons necessary for the successful and efficient operation of the Golf Course. Concessionaire shall take care to ensure that all staff persons are qualified for their positions and have the ability to relate to the public in the context of a municipal golf course.

C. Concessionaire shall also perform the following services under the direction and supervision of CSD staff as needed:

(1) Water greens, tees, fairways, practice range and landscaped areas.

(2) Change cup locations daily.

(3) Rake traps and repair divots daily.

(4) Edge all sand traps twice monthly.

(5) Verticut all greens not less than four times per year, and more frequently if required.

(6) Aerate greens twice annually, or more if required.

(7) Top dress all greens twice per year.

(8) Mow greens at least four times per week in the months of March through October, and at least twice per week in the months of November through February, or more if required.

(9) Fertilize greens and heavy traffic areas every eight weeks.

(10) Repair tees, including divots, and move tee markers daily.

(11) Spray greens as needed.

(12) Mow fairways twice weekly during the months of March through October, and at least once a week during the months of November through February, or more if required.

(13) Operate the Golf Course and all related facilities during all daylight hours, seven days per week, on all days when the Golf Course is playable. The course may be closed or hours adjusted as per authorization from Director of Parks and Community Services or his/her representative.

Golf Course General Maintenance and Repair.

A. Maintain the clubhouse, pro shop, golf cart storage building, banquet facility, and all other facilities related to the Golf Course in a safe, neat, and orderly condition.

B. Maintain all restroom facilities to ensure that they are constantly and fully equipped and in a clean, sanitary, safe, and orderly condition. Concessionaire shall provide all supplies and materials reasonably necessary for the proper maintenance of

restroom facilities by Concessionaire.

C. Maintain and perform minor repairs to the premises, including but not limited to greens, fairways, tees, roughs, driving range, water areas, maintenance yard, irrigation systems, landscaping, shrubs, trees, planter areas, fencing, lawns, restroom facilities, golf clubhouse, pro shop, parking lot, all personal property related thereto, and all other portions of the grounds and related facilities in accordance with industry standards and established minimum maintenance levels for the Golf Course.

Pro Shop

Concessionaire shall manage and operate the pro shop consistent with the following requirements:

A. At all times maintain a reasonable and adequate inventory of new and used golfing equipment in order to provide Golf Course patrons with a reasonable variety of golfing equipment for purchase or rent. All of the inventory in the pro shop shall be purchased by Concessionaire at Concessionaire's sole cost and expense, and shall be owned by Concessionaire.

B. Maintain the pro shop in neat, clean, safe, and orderly condition

C. Provide golf instruction and other services typically provided to a golf course.

D. Maintain adequate, qualified, and competent supervision of the Golf Course and all related facilities at all times.

2.3 Equipment and Supplies.

A. Equipment.

(1) Definition of Equipment. An inventory of the minimum equipment necessary for the performance of this Agreement by Concessionaire (hereafter

"Equipment") pertains to the following list: one of each, Gang Mower 5 Reel Ground master, Sidewinder 3 Reel Toro, Greens Mower 3250 3 Reel Green master, Tee Mower 3200 Green master, Cushman 01-770, Reel Sharpener. Said inventory may be updated from time to time by written agreement between Concessionaire and the CSD.

(2) Maintenance and Repair. CSD and Concessionaire agree that the inventory of Equipment currently located at the Golf Center is all the equipment and parts necessary for the performance of this Agreement by Concessionaire. Concessionaire shall keep all such Equipment in good maintenance and repair throughout its useful life. Equipment and parts damaged by the Concessionaire shall be repaired or replaced by Concessionaire, at Concessionaire's sole expense.

(3) Maintenance Buildings. Concessionaire is hereby permitted to utilize the maintenance buildings on the Golf Course to store Equipment and Supplies for the maintenance and repair of the Golf Course and related facilities, and Concessionaire shall keep these buildings in neat, safe, clean, and orderly conditions. Concessionaire shall maintain and repair these maintenance buildings, and all damage to said buildings shall be repaired by Concessionaire at Concessionaire's sole expense.

B. Supplies.

Concessionaire shall, at Concessionaire's sole expense, purchase all of the supplies, including but not limited to: gas, oil, grease, all small tools, shovels, rakes, hoes, brooms, fertilizers, weed control products, chemicals, grass seed, cups, flags, flagpoles, tee markers, trash receptacles, sand, special tools to maintain Equipment, and all top dress materials. Concessionaire may purchases such supplies from CSD inventory, if available.

2.4 Additional Repairs and Improvements.

Notwithstanding anything to the contrary in this Agreement, in the event Concessionaire is engaged to perform improvements that are outside the scope of this Agreement, such as installation of kitchen improvements and banquet facility enhancement. CSD and Concessionaire shall agree to the terms of such engagement.

CSD shall be responsible for and bear the cost of all major improvements including but not limited to parking lot improvements, exterior restroom improvements, building access improvements from public right away installation of driving range area, and completion of roof improvements. Concessionaire shall be responsible to provide labor for all minor Equipment repairs, tune-ups, grinding, belt and chain replacements, and all scheduled or manufacturer recommended servicing of Equipment.

Concessionaire and CSD will work together on adding patio cover in back area of golf course, trim scraping, and building paint as needed.

2.5 Utilities.

The Concessionaire shall pay for all utilities and services necessary to carry out Concessionaire's obligations of this Agreement, including but not limited to pest control and janitorial services. Furthermore, internet service, television cable or satellite service, and similar non-essential utilities shall be furnished at the sole cost and expense of Concessionaire.

2.6 Alterations and Fixtures.

A. Concessionaire shall have the right to install and maintain in the pro shop display cases and all other fixtures reasonably necessary for proper operation of the pro shop. Before installing any such fixtures or making any alteration to the pro shop,

Concessionaire shall submit plans and designs for the installation to the CSD for its approval which shall not be unreasonably withheld. Concessionaire shall maintain an up-to-date list of all fixtures, alterations, and improvements installed at the pro shop and shall furnish a copy to the CSD each time Concessionaire removes a fixture or improvement so that both parties have a current list of all alterations and fixtures installed by Concessionaire. At the end of the Term, at CSD's sole discretion, Concessionaire shall restore the pro shop to the same condition as before the alterations and fixtures, as required by the CSD, and Concessionaire will indemnify and defend CSD for all liens, stop notices, claims, or damages caused by the alterations, improvements, fixtures, additions, and removal thereof from the pro shop. In the event Concessionaire fails to remove all of Concessionaire's fixtures and alterations as requested by CSD within five (5) business days of the end of the Term, and restore the pro shop to its original condition, all such fixtures, alterations, and improvements shall become the property of the CSD.

B. Concessionaire shall design to CSD's reasonable satisfaction and approval a fully enclosed practice hitting/driving area. Such improvements, and any other improvements, alterations, and installation of fixtures, to be undertaken by Concessionaire, shall have the prior written approval of the CSD after Concessionaire has submitted to the CSD proposed construction plans and specifications therefore, in writing. Such approval by the CSD shall not be unreasonably withheld. Upon such approval, Concessionaire shall complete such improvements in strict compliance with said plans and specifications.

(1) Following completion of such improvements, Concessionaire shall submit to the CSD:

(a) Itemized statements showing the entire cost of such

improvements, alterations, and fixtures, and

(b) A complete set of "as-built" drawings showing every detail, latent or otherwise, of such improvements, alterations, and fixtures, including, but not limited to, electrical circuitry and plumbing.

(c) All such improvements, alterations, and fixtures (except trade fixtures as that term is used in Section 1019 of the Civil Code) shall be the property of the CSD; provided, however, that Concessionaire may remove, at its expense, such trade fixtures at or prior to the expiration of this Agreement and restore the premises to its original shape and condition as nearly as practicable. In the event Concessionaire does not so remove such trade fixtures, they shall become the property of the CSD for no further consideration of any kind, and Concessionaire shall execute any documents that may be required or necessitated in conveying their interest in such improvements, alterations, and fixtures to the CSD.

2.7 Revenue and Compensation.

A. For the first three (3) years of this agreement, the Concessionaire shall keep all revenues generated at Golf Course including all green fees, hitting area revenue, sale of food and beverages, sale of golf products, and all rentals.

B. In years four (4) and five (5), Concessionaire shall remit to the CSD the following amounts.

(1) Ten percent (10%) of all revenues generated from green fees, sale of food, beverages, golf related products, and by rentals.

(2) Fifty percent (50%) of all revenues generated from City installed driving range area.

C. The CSD shall have no responsibility for collection of any monies due the Concessionaire as a result of pro shop operations. The Concessionaire may offer promotional programs and other financial incentives in order to generate additional participation and/or sales including promotional green fees.

2.8 Taxes, Licenses, Permits and Fees.

The Concessionaire shall be responsible for payment of any taxes, duties, fees, or other governmental charges levied or assessed on the food service operation or property. The Concessionaire shall also be required to purchase any applicable permits and licenses (including City business license and any licenses required for alcohol).

2.9 Prohibited Activities.

Concessionaire shall not do, nor cause nor permit to be done, any of the following:

A. Lease, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the Golf Course, related facilities, Equipment, or Supplies.

B. Violate any of the legal requirements or engage in or permit, suffer, or allow the occurrence of, any storage, holding, release, emission, discharge, generation, abatement, disposition, handling, or transportation of any hazardous substance.

C. Make any deletion, modification, alteration, or improvement to the Golf Course or related facilities other than expressly authorized.

D. Except for fertilizers, pesticides, and fuel and motor oil reasonably necessary for operation and maintenance of the Golf Course, and except for any other substances and materials reasonably necessary for the operation and maintenance of the Golf Course (all of which shall be used, installed, kept, and maintained in compliance with all applicable legal requirements), place or cause to be placed in, on, under or around the Golf Course or

any related facilities any hazardous substance. Concessionaire hereby agrees to indemnify, defend (through counsel reasonably satisfactory to the CSD), and hold CSD harmless from any cost, expense, loss, damage, or other liability, including all costs of testing, monitoring, and remediation incurred by CSD as a result of any breach of Concessionaire of its obligations under this section.

3.1 Books and Reports.

A. Throughout the Term, Concessionaire shall maintain in accordance with generally accepted accounting principles, consistently applied, full and separate books and records for the Golf Course with entries supported by documentation sufficient to allow CSD to ascertain the accuracy of such books and records. Concessionaire shall provide legible, complete copies of such books and records to CSD at such times at CSD request. Concessionaire shall ensure the necessary control over accounting and financial transactions as is necessary to protect CSD's assets from theft, error or fraudulent activity by Concessionaire's staff.

B. Concessionaire shall prepare and submit to CSD, no later than ninety (90) days after the end of each fiscal year, an Annual Operating Report for the immediately preceding fiscal year which shall be in such form and contain such information as CSD may require.

3.2 CSD's Right to Audit.

All books, records, and supporting documentation maintained by Concessionaire pursuant to this Agreement and/or relating to the Concessionaire's operation of the Golf Course, shall be the sole and exclusive property of the CSD, and shall be made available to CSD at CSD's request at reasonable times during normal business hours. CSD may

examine all books, records, and supporting documentation maintained by Concessionaire relating to the Golf Course.

3.3. Annual Meeting.

During each fiscal year, Concessionaire and CSD shall meet a minimum of one time to establish such things as the contract details relating to maintenance and operation and fee structure.

4. Indemnity.

To the maximum extent permitted by law, Concessionaire and Concessionaire's Parties ("Concessionaire's Parties" mean Concessionaire and Concessionaire's officers, shareholders, partners, trustees, members, agents, employees and independent contractors, as well as all persons and entities claiming through any of these persons or entities) and hold CSD (including CSD's officers, employees, agents, representatives, and their respective successors and assigns) harmless from, and CSD shall not be liable from any and all liability, loss, cost, expense or damage (including but not limited to damage to CSD's property, third party claims, and CSD's attorneys' fees and expenses) resulting from or arising out of (a) the negligent acts or omissions or willful misconduct in the performance by the Concessionaire or Concessionaire's staff or agents hereunder, or (b) any acts by Concessionaire or Concessionaire's staff or agents which are beyond the scope of authority which Concessionaire reasonably believes it has been granted pursuant to this Agreement in connection or relating to Concessionaire's performance of its obligations under this Agreement. Concessionaire shall be obligated to indemnify CSD as described in this paragraph, whether or not there is concurrent negligence on the part of the CSD, but shall not be so obligated to the extent that a court of competent jurisdiction

has established that said liability was caused by CSD's sole active gross negligence or willful misconduct.

5. EXEMPTION OF CSD FROM LIABILITY.

To the fullest extent permitted by law, Concessionaire, and on its behalf and on behalf of all Concessionaire Parties, as a material part of the consideration to CSD, hereby waives all claims (in law, equity, or otherwise) against CSD arising out of, knowingly and voluntarily assumes the risk of, and agrees that CSD shall not be liable to Concessionaire or Concessionaire Parties for (i) injury to or death of any person; or (ii) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause, including without limitation for injury to CSD property or vehicles, or other property or vehicles of the public, and to Concessionaire or Concessionaire's Parties business, or any loss of income there from, or for damage to the goods, wares, merchandise, or other property of Concessionaire or Concessionaire's Parties, or any other person in or about the Golf Course, whether such damage or injury is caused by or results from theft, fire, steam, electricity, gas, earthquake, water or rain, or from the breakage, leaking, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, of from any other cause, whether said damage or injury results from conditions arising on or around the Golf Course or from other sources or places, or from construction or repair, alteration or improvement of any part of the Golf Course or any related structures, or of the equipment, fixtures or appurtenances applicable thereto, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire or Concessionaire's Parties. CSD shall not be liable for

any damages arising from any act or neglect of any occupant or user of the Golf Course, nor from the failure of Concessionaire or Concessionaire's Parties to comply with the provisions of this Agreement. CSD shall not be liable regardless of whether liability results from any active or passive act, error, omission or negligence of CSD or any of its officers, employees or agents. The foregoing exculpation shall (a) not apply to claims against CSD to the extent that a final judgment of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was proximately caused by fraud, willful injury to person or property or violation of law by CSD, or (b) not be interpreted or construed as an attempt by CSD to be relieved of liability arising out of a non-delegable duty on the part of the CSD.

6.1 Commercial General Liability Insurance.

Concessionaire shall, at no expense to CSD, maintain commercial general liability insurance, including products liability and completed operation, and contractual liability coverage, in the amount of Three Million Dollars ($3,000,000) per occurrence on account of bodily or personal injuries, including death, or on account of property damage, arising from or related to the Golf Course, or directly or indirectly, by Concessionaire's acts or omissions in the performance of this Agreement. This insurance shall be a per occurrence policy. The policy shall also cover Operations, Independent Contractors, Products and Completed Operations, Contractual Liability covering Concessionaire's indemnity obligations contained in this Agreement, severability, and cross liability clauses. The limits of liability of the insurance coverage specified in this paragraph may be provided by any combination of primary and excess liability policies carried by Concessionaire.

6.2 Automobile Liability Insurance.

Concessionaire shall, at no expense to the CSD, maintain business automobile insurance in the amount of One Million Dollars ($1,000,000) per occurrence on account of bodily or personal injuries, including death, or on account of property damage arising from or caused, directly or indirectly, by Concessionaire's acts or omissions in the performance of this Agreement and covering the use of all automobiles, trucks and other motor vehicles utilized by Concessionaire or Concessionaire's Parties in connection with this Agreement. This insurance shall be a per occurrence policy.

6.3 Additional Insured Endorsement.

Under the public liability, property damage, and automobile liability insurance required in this Agreement, the CSD and the City of Moreno Valley, their officers, agents, and employees shall be named as additional insured by endorsement and as to such additional insured, the insurance shall be primary and the policies shall contain by endorsement a cross liability clause.

6.4 Workers' Compensation and Employer's Liability Insurance.

Concessionaire shall, at no expense to the CSD, maintain workers' compensation insurance, as required by law, and employer's liability insurance (at a minimum limit of One Million Dollars ($1,000,000) for all Concessionaire's officers, agents, employees, and staff.

6.5 Comprehensive Dishonesty, Destruction, and Disappearance Coverage.

Concessionaire shall, at no expense to the CSD, maintain coverage for comprehensive dishonesty, destruction, and disappearance or the equivalent crime or other coverage, in an amount not less than Twenty-five Thousand Dollars ($25,000), covering, at a minimum, depositor's forgery and theft and dishonesty by all

Concessionaire's employees or agents or staff who may handle funds or property in connection with the Agreement.

6.6 Deductible Self-Insurance Retention.

Any deductible or self-insurance retention shall be certified on a certificate of insurance and approved by the CSD. CSD may require Concessionaire either (1) reduce or eliminate such deductible or self-insurance retention as it applies to the CSD, or (2) procure a bond guaranteeing payment of losses and all costs associated with investigation, administration and defense of claims and/or lawsuits. The bond shall be in a form acceptable to the CSD.

6.7 Certificates.

The insurance required above shall be evidenced by certificate(s) submitted to the CSD which shall be executed by the insurance company or companies involved and which shall state that this insurance may not be terminated without 30 days prior written notice being received by CSD. The certificates shall be submitted to CSD before or at the time Concessionaire executes this Agreement.

6.8 No Representation of Adequate Coverage.

CSD makes no representation that the limits or forms of coverage of insurance specified in this Agreement are adequate to cover Concessionaire's obligation under this Agreement.

7.1 Term of Agreement.

The term of this Lease Agreement will be August 1, 2011 through July 31, 2016. Options to extend this agreement are available upon both parties agreeing on terms for up to 20 additional years.

7.2 Early Termination Without Cause.

Either party may terminate this Agreement upon one hundred eighty (180) days advance written notice to the other party, without penalty or cause.

7.3 Termination Upon Default by Concessionaire.

Upon the occurrence of an Event of Default by Concessionaire, as described herein, CSD may, at its option, and in addition to any and all other rights to which it may be entitled under this Agreement or applicable law, elect to terminate this Agreement. Any such termination shall be effective on the date specified by the CSD in such election; provided, however, in no event shall such date be later than thirty (30) days following the date CSD elects to terminate this Agreement.

The following shall constitute an Event of Default with respect to Concessionaire under this Agreement:

A. Any failure by Concessionaire to perform any of the terms, conditions, or covenants of this Agreement to be observed or performed by Concessionaire within thirty (30) days after written notice from CSD.

B If Concessionaire shall become insolvent or files any debtor proceedings, or any adjudication of bankruptcy is rendered against Concessionaire, or if Concessionaire takes or there is taken against Concessionaire in any court pursuant to any statute of the United Stated or of any state a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a portion of Concessionaire's property, and if the foregoing proceedings are not discharged within sixty (60) days thereof.

C. If Concessionaire makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement of its debts, or it Concessionaire shall permit or

suffer this Agreement to be taken under any writ of attachment or execution, and the same is not discharged within thirty (30) days thereafter;

D. If Concessionaire assigns this Agreement in violation thereof.

7.4 Actions Following Termination.

A. Immediately following any termination of this Agreement for any reason whatsoever, Concessionaire shall assign, convey, transfer, and deliver to CSD, pursuant to an assignment in form and content satisfactory to CSD, all of Concessionaire's right, title, and interest in and to all Operating Contracts then in effect and in Concessionaire's name with respect to the Golf Course as requested by CSD, and Concessionaire shall transfer to CSD possession of all Equipment and Supplies owned by, purchased by or supplied by CSD.

B. Upon any termination of this Agreement for any reason whatsoever, Concessionaire shall, for a period of two (2) months following such termination, assist, and cooperate with CSD to the extent deemed necessary by CSD to ensure an orderly and efficient transfer of the operations of the Golf Course by Concessionaire to CSD or to CSD's designee. This covenant of Concessionaire contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

C. Upon termination of this Agreement for any reason whatsoever, Concessionaire shall surrender the Golf Course and all related structures, improvements, and alterations, in good condition, and in accordance with all other provisions of this Agreement regarding fixtures, alteration, and improvements.

8. Transfer and Assignment.

Concessionaire may not, voluntarily or involuntarily, sell, convey, assign, transfer,

hypothecate, pledge, or otherwise dispose of (or agree to do any of the foregoing) all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto without the prior written consent of CSD, which may be granted or withheld in CSD's sole discretion. Any assignment by Concessionaire without CSD's consent shall be considered any Event of Default and the assignment shall be of no force or effect.

9. Prohibition of Advertising and Certain Displays.

Concessionaire shall not display, nor shall Concessionaire permit the displaying of any advertising or any other postings at the Golf Course that are unrelated to golfing activities, without the prior written consent of CSD, in CSD's sole discretion.

10. Warranties and Representations.

Concessionaire hereby represents and warrants that in entering into this Agreement, Concessionaire has not relied on any statements from CSD or any representative thereof, and has conducted such due diligence and investigations as Concessionaire deems appropriate before entering into this Agreement.

11. Independent Contractor.

Concessionaire and CSD hereby acknowledge and agree that Concessionaire, in performing this Agreement, will be and will at all times act as an independent contractor in the performance of its duties and responsibilities set forth herein, and that Concessionaire will have control of its work and the manner in which it is performed. Concessionaire shall not be considered as an agent or employee of the CSD or the City of Moreno Valley. None of the provisions of this Agreement are intended to nor shall they be interpreted to create a partnership or joint venture between Concessionaire and CSD with respect to the Golf Course or otherwise, and neither party shall have the power to bind or obligate the other

party, except as expressly set forth in this Agreement. Concessionaire shall timely pay all taxes and impositions and for all other benefits required by law and relating to Concessionaire's staff.

12. Right to Inspection.

The CSD shall have the right to enter and inspect the Golf Course and the buildings and the premises as well as any Concessionaire-operated equipment, at any time during business hours.

13. Applicable Law.

This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Golf Course shall be the Superior Court in and for the County of Riverside, and CSD and Concessionaire agree to submit to the jurisdiction of such court.

14. Savings Clause.

Any Provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

15. Attorneys' Fees and Expenses.

In the event of any dispute or litigation concerning the enforcement, validity, or interpretation of this Agreement, or any part thereof, the losing party shall pay all costs, charges, fees, and expenses (including reasonable attorneys' fees and costs) paid or

incurred by the prevailing party, regardless of whether any such litigation is prosecuted to judgment.

16. Non- Waiver.

The waiver by the CSD of any breach of any term, covenant, or consideration herein contained shall not be deemed to be a waiver of such term, covenant, or consideration or any subsequent breach of the same or any other term, covenant, or condition therein contained. No covenant, term, or condition of this Agreement shall be deemed to have been waived by CSD or Concessionaire, unless such waiver is in writing signed by the party against whom such waiver is asserted.

17. Compliance with Applicable Laws.

In the performance of services hereunder, Concessionaire shall comply with all applicable local, state, and federal statutes, regulations, ordinances, and orders now in force or which may be hereafter in force, to include public health sanitation requirements.

18. Equal Employment/Discrimination.

A. Concessionaire shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status with respect to the services to be performed hereunder, and Concessionaire shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issues pursuant to said Acts and Orders.

B. Concessionaire shall not discriminate against or cause the segregation of any person or group of persons on account of race, color, creed, national origin, or ancestry with respect to the services to be performed hereunder, nor shall the Concessionaire or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the services to be performed hereunder.

19. Food and Beverage Laws.

With respect to any food or beverage sales or distribution operation conducted by Concessionaire as a golf play related service, Concessionaire shall keep the pro shop premises in a neat and sanitary condition and shall comply with the California Restaurant Act (Section 28529, et. seq. of the Health and Safety Code) and all applicable laws regarding the sale or distribution of intoxicating liquors. Health grade shall not be lower than an "A" rating.

20. Notices.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties, or to such other addresses as from time to time shall be designated by the respective parties, as set forth as follows:

CSD:
City of Moreno Valley
Parks and Community Services Department
14075 Frederick Street
Post Office Box 88005
Moreno Valley, Ca 92552-0805

CONCESSIONAIRE:
Pacifica University, Inc.
Attention: William Meyers
2764 Ridgeline Dr #101
Corona, Ca 92882

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement on the 1st day of August, 2011_.

MORENO VALLEY
COMMUNITY SERVICES DISTRICT
Municipal Corporation

BY: _____

TITLE: _____

DATE: _____

ATTEST:

_____
City Clerk, in the capacity of Secretary to the Board of Directors of the Moreno Valley Community Services District

Approved as to form this

____ day of

City Attorney, in the capacity of general legal counsel to the Moreno Valley Community Services District

PACIFICA UNIVERSITY, INC.

BY: _____

TITLE: _____

DATE: _____

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MV00115122

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: "BEST PLACE TO DO BUSINESS" ACTION STEPS

RECOMMENDED ACTION

Staff recommends that the City Council approve the Action Steps formulated to help establish a foundation for making Moreno Valley a "Best Place to do Business".

ADVISORY BOARD RECOMMENDATION

On June 8, 2011 the Economic Development Subcommittee approved the recommended "Best Place to do Business" Action Steps.

BACKGROUND

The City of Moreno Valley is moving to improve the economic condition of the community through a variety of methods.

On March 22, 2011, the City Council reviewed and provided input for an Economic Development Plan- Areas of Opportunity brought forth by the Community & Economic Development Department. The twelve specific Areas of Opportunity provide a broad roadmap for the City of Moreno Valley to become a major business development area by creating major employment hubs, successful retail centers and pursuing redevelopment opportunities.

Continuing the process of refining and developing a short-term Economic Development Plan, on April 26, 2011 the City Council adopted a 2-year Economic Development Action Plan containing five initiatives focusing economic development efforts on the Areas of Opportunity that include TownGate, Centerpointe Business Park, South Industrial Area, East Moreno Valley-Rancho Belago, and City Center. Included in the adoption of the 2-year Action Plan was the re-sequencing of specified Capital

Improvement Program projects bolstering the economic impacts within the five key initiatives.

Prior to, and in conjunction with the adoption of the Economic Development Action Plan, many economic development activities were in motion including:

- Reformation of the City Council Economic Development Subcommittee
- Updating of the City's Housing Element
- Conduct a Developer's Workshop
- Collaboration with key Developers to advance development projects
- Study of best practices to make Moreno Valley a "Best Place to do Business"

DISCUSSION

The study of best practices to make Moreno Valley a "Best Place to do Business" was undertaken to identify attributes of successful U.S. cities and some of the methods used to create that success. The results of the study led to the formation of recommendations that are identified for use as the foundation for establishing a broad array of program and/or process changes or new program developments. The recommendations (Attachment A) will be further developed for more specific application to the City of Moreno Valley ensuring they align with the established priorities and goals established by the City Council.

The following searches were used to identify the communities that were reviewed and the practices that were identified:

- Economic Development best practices
- Economic Development award winners
- Cities recognized for being a best place to do business

Of the hundreds of cities considered in the search, thirty communities across the U.S. were selected based on similar populations and/or those within California. They were representative of top U.S. communities utilizing best practices or receiving awards and/ or recognition for being a "Best Place to do Business". Of the thirty communities studied, the Economic Development Subcommittee evaluated 5 cities including Austin, TX; Chico, CA; Raleigh, NC; Santa Clarita, CA; and Seattle WA. Examples of the program ideas shared by these cities include: e-permitting, user-friendly (yet content rich) websites, social media, targeted and effective marketing programs, incentive programs, workforce training, fast-track development services, local vendor preference programs, industry groups, and methods to improve overall quality of life creating a "sense of place".

The recommendations listed on Attachment A are based on the evaluations of the programs and characteristics of those five cities and direction from the Economic Development Subcommittee.

ALTERNATIVES

1) Approve the Action Steps to make Moreno Valley a "Best Place to do Business". *Staff recommends this alternative.*

2) Do not approve the Action Steps to make Moreno Valley a "Best Place to do Business". *Staff does not recommend this alternative.*

FISCAL IMPACT

The implementation of the Action Steps to make Moreno Valley a "Best Place to do Business" will create a positive environment whereby businesses can thrive and quality development can occur, thus improving the potential for a stronger local economy. Specific actions including implementing program changes related to the Action Steps shall be further analyzed on a case by case basis consistent with appropriate funding sources.

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Revenue Diversification and Preservation. Develop a variety of City revenue sources and polices to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

As part of the effort to improve the City's efforts with economic development, the Community & Economic Development Department studied best practices to make Moreno Valley a "Best Place to do Business". The study identified attributes of successful U.S. cities and some of the methods used to create that success. The results of the study led to the formation of recommendations, with the help of the Economic Development Subcommittee, that are recommended shall be used as the foundation for establishing a broad array of program and/or process changes or new program developments. The recommendations (Attachment A) will be further developed for more specific application to the City of Moreno Valley ensuring they align with the established priorities and goals established by the City Council.

ATTACHMENTS/EXHIBITS

Attachment A: Recommendations for Action Steps to make Moreno Valley a "Best Place to do Business".

Prepared By:
Shanna Palau
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Recommendations for Action Steps

to Make Moreno Valley a "Best Place to do Business"

Development Services

- Implement the use of "E-permitting" to accelerate the process of doing business in Moreno Valley

- Expand and strengthen business and development ombudsperson program to include new or expanding small businesses.

- Host quarterly workshops with contractors and developers aimed at improving development processes in Moreno Valley.

- Improve Pre-Project Review Staff Committee (PRSC) and PRSC process to include project management services to small business.

- Create consistent explanation (website and handouts) of codes and processes, and to provide clarity and coordination of development services processes.

Business Attraction

- Identify and form key industry leadership groups to create industry specific synergy in the community helping to mitigate any obstacles to business attraction and help develop strategies to attract industry related business and workforce, improve city processes, and evaluate policies that may require updating to support the objectives outlined in the Economic Development Action Plan.

- Explore policy development for the creation of a tiered Moreno Valley Electric Utility "Economic Development" rate structure and incentive program.

Business Retention and Expansion

- Develop ways to expand the Shop MoVal campaign to provide more exposure for local business and encourage increased business-to-business relationships.

- Pursue ways to increase local vendor preference, including expanding existing procurement policy.

- Implement a new meeting program with local businesses to discuss business opportunities. The Program would be held once a year in each Council District and include the opportunity to talk to the Councilmember, City Manager, and Community & Economic Development Director. The Program will compliment the existing Business Roundtable.

- Enhance the Business Resource Guide.

Marketing and Communication

- Perform an audit of the City's website to ensure that it is user friendly and data rich, and identify areas where processes can be clarified.

- Develop a re-tooled marketing plan to incorporate the following:
    - Cooperative marketing opportunities with targeted area developers to attract tenants
    - Identifying the City as a medical community
    - Brand the City as a job center

- Create an e-newsletter or explore other communication methods to improve residents' and business' knowledge about what's happening in the City.

- Increase use of social media.

- Create and maintain a community calendar to include business networking and education opportunities as well as community events and meetings.

- Explore use of Smartphone apps for improved communication and connectivity.

- Encourage on going feedback (How are we doing?) by posting regular surveys on the city's website.

Community Vitality

The best places to do business also reflect characteristics of the best places to live. These places tend to exude a "sense of place" reflected in aspects of quality of life including activity, arts and culture, and beauty in the environment.

- Explore additional community events- things to do.

- Explore idea of annual corporate sponsorship programs to create marketing value for local business and provide funding for community events.

- Enhance neighborhood groups by implementing community update meetings.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: July 12, 2011

TITLE: Appointment of City Council Ad Hoc Subcommittee for the Purpose of Reestablishing July 4th Events for 2012

RECOMMENDED ACTION

Staff recommends that the City Council appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012.

BACKGROUND

City Resolution 2003-17 enacted the *Rules of Procedure for Council Meetings and Related Functions and Activities.* Section 9.3 Other Committees states "The City Council may by resolution create other standing committees and by motion or resolution may appoint ad hoc committees for particular temporary purposes."

DISCUSSION

During the development of the Fiscal Year 2010/11 budget, the City Council removed funding for the annual July 4th parade and Family Fun Fest due to a significant budget deficit. The budget for the annual July 4th activities in previous years has exceeded $100,000. At the June 14th Council meeting the Mayor and City Council directed City staff to bring back for their consideration options to form a planning and fund raising committee in hopes of resuming the July 4th activities in 2012. Staff recommends the City Council appoint two of its members to an Ad Hoc Subcommittee for the purpose of reestablishing July 4th events for 2012. By definition Ad Hoc Subcommittees are appointed for particular temporary purposes. The proposed Ad Hoc Subcommittee would seek donations to fund the July 4th events and work with Parks and Community Services staff in planning the events.

ALTERNATIVES

1) Appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012. *Staff recommends this alternative as the proposed Ad Hoc Subcommittee would provide fund raising and planning to reestablish the City's annual July 4th community activities.*

2) Not appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012. *Staff does not recommend this alternative as the City's annual July 4th community activities are important to the City's image and promoting community spirit.*

FISCAL IMPACT

Appointing an Ad Hoc Subcommittee will have no fiscal impact to the City.

SUMMARY

During the development of the Fiscal Year 2010/11 budget, the City Council removed funding for the annual July 4th parade and Family Fun Fest due to budget challenges. At the June 14th Council meeting the Mayor and City Council directed City staff to bring back for their consideration options to form a planning and fund raising committee in hopes of resuming the July 4th activities in 2012. Staff recommends the City Council appoint two of its members to an Ad Hoc Subcommittee for the purpose of reestablishing July 4th events for 2012.

COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Mike McCarty
Parks and Community Services Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

CITY MANAGER'S REPORT

(Informational Oral Presentation only – not for Council action)

Item No. G.5

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MV00115132

*REVISED AGENDA

CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

July 12, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street
Teleconference: Phoenix Park Hotel, LLC
520 North Capitol Street, N.W.
Federal City Room
Washington, D.C. 20001

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Richard A. Stewart, Mayor

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member
Marcelo Co, Council Member
William H. Batey II, Council Member

***REVISED AGENDA**
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 12, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter presentation to Officer Kevin Dixon

2. Proclamation Recognizing Soroptimist International of Moreno Valley

3. Spotlight Business

MV00115134

***REVISED AGENDA**
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

REGULAR MEETING - 6:30 PM
JULY 12, 2011

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Diane Gardner

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

MV00115135

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 22 - July 5, 2011.

A.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of

Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.5 APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue;

2. Authorize the City Manager to execute a contract with Transtech;

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties; and

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

A.6 P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129. DEVELOPER - WESTERN PACIFIC HOUSING, INC. IRVINE, CA 92606 (Report of: Public Works Department)

Recommendation:

MV00115137

1. Approve Tract Map No. 35760; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.7 AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129) (Report of Public Works Department)

Recommendation:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system;

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc.;

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

A.8 AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY RIVERSIDE SUPERIOR COURT CASE RIC 524877 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500);

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for Los Angeles Engineering, Inc. v. City of Moreno Valley Riverside Superior Court Case RIC 524877; and

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

A.9 TRACT MAP 32707 - REDUCE FAITHFUL PERFORMANCE BOND AND

ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION, TEMECULA, CA 92590 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-72 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system; and

   Resolution No. 2011-72

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 32707 and Accepting the Portion of Lasselle Street Associated with the Project Into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.10 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883;

2. Direct the City Clerk to record the Notice of Completion within ten (10)

calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.11 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM C.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to

release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

A.12 FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division;

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC; and

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

A.13 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM C.5) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.14 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

A.15 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL

CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (ALSO LISTED AS AGENDA ITEM C.6) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.16 RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988. (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief

MV00115143

and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

Resolution No. 2011-73

A Resolution Of The City Council Of The City Of Moreno Valley, California, Rescinding Resolution No. 2005-30, And Re-Designate And Authorize Certain City Officials To Execute Applications And Documents For Purposes Of Obtaining Financial Assistance Under Section 404 Of Public Law 93-288, As Amended By The Robert T. Stafford Disaster Relief And Emergency Act Of 1988

A.17 FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis;

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS; and

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

A.18 AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC; and

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services"

has been signed by all parties.

A.19 FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects;

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA; and

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

A.20 RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD) (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

Resolution No. 2011-74

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Convenience Require the Sale of a Remainder Parcel Excess to Public Use

A.21 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-75

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.22 APPROVE THREE-YEAR AGREEMENT WITH CANON BUSINESS SOLUTIONS TO EXTEND THE CURRENT COPIER CONTRACT (Report of: Financial & Administrative Services Department)

Recommendation:
Approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

A.23 STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES (Report of: City Manager's Office)

Recommendation:
Approve the proposed staff assignments in support of Council Member participation with regional agencies.

A.24 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.25 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

A.26 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD, DEVELOPER: CITY OF

MV00115147

MORENO VALLEY, MORENO VALLEY, CA 92552 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

A.27 PA07-0090 – EUCALYPTUS STREET IMPROVEMENTS - AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.28 PA07-0090 – EUCALYPTUS WATER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.29 PA07-0090 – EUCALYPTUS RECYCLED WATER – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.30 PA07-0090 – EUCALYPTUS SEWER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF

LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed; and

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.31 PA07-0090 – LINE F STORM DRAIN IMPROVEMENTS – REQUEST TO RATIFY THE PARTIAL REDUCTION TO THE IMPROVEMENT SECURITY AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN PROPER CLEARANCES ARE RECEIVED; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553. (Report of: Public Works Department)

Recommendation:

1. Ratify the partial reduction to the public improvement security provided by the City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090;

2. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District; and

3. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C.3 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.4) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

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3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.4 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION (ALSO LISTED AS AGENDA ITEM A.11) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

C.5 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO

ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM (ALSO LISTED AS AGENDA ITEM A.13) (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code;

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

C.6 AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM (ALSO LISTED AS AGENDA ITEM A.15) (Report of: Public Works

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Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

C.7 AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS - PROJECT NO. 08-89791725 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement on behalf of the Community Redevelopment Agency; and

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

E.1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Continued from March 22, 2011 and May 24, 2011) (Report of: Community & Economic Development Department)

Recommendation:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

E.2 PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010,

316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
That the City Council, after conducting the individual Public Hearings and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

Recommendation: That the CSD:
That the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

E.3 A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE

PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

   If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

   ADOPT City Council Resolution No 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution;

   Resolution No. 2011-76

   A Resolution of the City Council of the City of Moreno Valley, California, Denying a Change of Zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an Approximate 55 acre site, Located within Assessor's Parcel Numbers 488-330-003 through -006 and -026

2. OR

   If the City Council elects to overturn the Planning Commission decision, and approve the project:

   ADOPT City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

   Resolution No. 2011-77

   A Resolution of the City Council of the City of Moreno Valley,

California, Certifying the Final Environmental Impact Report (P08-133), Adoption of the Findings and Statement of Overriding Considerations, and Approval of the Mitigation Monitoring Program for the West Ridge Commerce Center Project, Generally Located on the South Side of State Route 60, on the North Side of Fir Avenue/Future Eucalyptus Avenue and Approximately 650 Feet West of Redlands Boulevard

3. INTRODUCE Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change the Zone From Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

4. INTRODUCE Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

5. ADOPT City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

Resolution No. 2011-78

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Plot Plan PA08-0097 for Development of a 937,260 Square Foot Warehouse Distribution Facility on 55 Acres Located Within Assessor's Parcel Numbers 488-330-003 Through -006 and -026

6. ADOPT City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the

resolution as Exhibit A

Resolution No. 2011-79

A Resolution of the City Council of the City of Moreno Valley, California, for Approval of Tentative Parcel Map 36207 (PA09-0022) to Combine the Existing Five Parcels Located Within the Project Site into a Single 55 Acre Parcel

E.4 A PUBLIC HEARING FOR CONSIDERATION OF THE REVISION OF TITLE 9, CHAPTER 9.08, SECTION 9.08.100, "LIGHTING", SECTION 9.08.190, "STREET LIGHTING", CHAPTER 9.16, ARTICLE IV, "APPLICATIONS FOR HILLSIDE DEVELOPMENT, SECTION 9.16.235 "HILLSIDE DESIGN GUIDELINES" ARTICLE VI, APPLICATIONS FOR LIGHTING, SECTION 9.16.280 "GENERAL REQUIREMENTS, AND CHAPTER 9.15 SECTION 9.15.030, "DEFINITIONS" RELATING TO DARK SKY PROVISIONS FOR GENERAL ON-SITE, STREET AND ATHLETIC FIELD/PARK LIGHTING CITYWIDE. THE APPLICANT IS THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing on the proposed lighting standards. Should the City Council choose not to adopt the new standards, no action is required. Should the City Council choose to adopt the new standards, the following actions are required:

   RECOGNIZE that the proposed amendment is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061 of the CEQA Guidelines; and

2. INTRODUCE Ordinance No. 831 approving revisions to Title 9, Chapter 9.08, Section 9.08.100, "Lighting", Section 9.08.190, "Street Lighting", Chapter 9.16 Article IV "Applications for Hillside Development", Section 9.16.235 "Hillside Design Guidelines", Article VI, Applications for Lighting, Section 9.16.280 "General Requirements", and Chapter 9.15 Section 9.15.030, "Definitions" relating to dark sky provisions for general on-site, athletic field/park and street lighting citywide.

   Ordinance No. 831

   An Ordinance of the City Council of the City of Moreno Valley, California Approving PA10-0022 to Amend Title 9 of the Moreno Valley Municipal Code, Chapter 9.08, Section 9.08.100 "Lighting" and Section 9.08.190 "Street Lighting", Chapter 9.16, Article IV

Applications for Hillside Development Section 9.16.235 "Hillside Design Guidelines", Article VI Applications for Lighting and Section 9.16.280, "General Requirements" and Chapter 9.15, Section 9.15.030 "Definitions" Relating to Modifications of General Site, Street and Athletic Field/Park Lighting with an Emphasis on Dark Sky Standards Citywide

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

G.2 APPROVAL OF CONCESSIONAIRE AGREEMENT WITH PACIFICA UNIVERSITY, INC., FOR THE COTTONWOOD GOLF CENTER (Report of: Parks and Community Services)

Recommendation: That the City Council:
Acting in their capacity as President and Board of Directors of the Moreno Valley Community Services District, approve a long-term Concessionaire Agreement between the Moreno Valley Community Services District and Pacifica University, Inc., to maintain and operate the City's Cottonwood Golf Center and adjacent banquet facility.

G.3 "BEST PLACE TO DO BUSINESS" ACTION STEPS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Approve the Action Steps formulated to help establish a foundation for making Moreno Valley a "Best Place to do Business".

G.4 APPOINTMENT OF CITY COUNCIL AD HOC SUBCOMMITTEE FOR THE PURPOSE OF REESTABLISHING JULY 4TH EVENTS FOR 2012 (Report of: City Manager's Office)

Recommendation: That the City Council:
Appoint an Ad Hoc Subcommittee for the temporary purpose of reestablishing July 4th events for 2012.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

MV00115161

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	Fire Station No. 65 Replacement Site
APN:	APN 297-170-077
Owner:	Group V San Bernardino
City's/Buyer's Negotiator:	Chris Vogt
Under Negotiation:	Price and terms of payment

4 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia

Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

MV00115163

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
JUNE 28, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Recognition of Morning Optimist Club of Moreno Valley

2. Volunteers of the Year 2010 - Steven Morel, Jarrett Wegelin, Trent Terrell, Jarred Endres, Kyle Dagenhart, and Tim Barnes

3. Spotlight Business

MINUTES
REGULAR MEETING OF CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES
SPECIAL MEETING OF MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

JUNE 28, 2011 - 6:30 PM

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:36 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Deacon Richard Heames, St. Patrick's Roman Catholic Church

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem (left at 9:45 p.m.)
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Barry Foster	Community & Economic Development Director
Chris Vogt	Public Works Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of June 8-21, 2011.

A.4 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2011/2012 RATE ADJUSTMENT (Report of: Public Works Department)

Recommendation:
Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code;

3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and

4. Accept the improvements into the City's maintained road system.

A.6 APPROVAL OF CHECK REGISTER FOR APRIL, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of $13,104,818.91.

Resolution No. 2011-63

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of April, 2011

A.7 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE $91,557 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

Recommendation:

Approve Resolution No. 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the $91,557 allocated to the City.

Resolution No. 2011-64

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the $91,557 Allocation

A.8 ORDINANCE NO. 827 - AN ORDINANCE AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011, BY A 5-0 VOTE) (Report of: Public Works Department)

Recommendation:

Adopt Ordinance No. 827 - An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

A.9 SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - MELAD & ASSOCIATES (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.10 THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - WILLDAN (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;

2. Authorize the Mayor to execute the Amendment;

3. Authorize the City Manager to approve the annual purchase orders

through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.11 APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANAGER TO ISSUE ANNUAL PURCHASE ORDERS (Report of: Community & Economic Development Department)

Recommendation:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;

2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and

3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

A.12 PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

A.13 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF

THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

Recommendation:

1. Review and approve project recommendations for Cycle 3 of the federal Safe Routes to School (SRTS) grant program; and

2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

Resolution No. 2011-71

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program

A.14 PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY'S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system.; and

Resolution No. 2011-67

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Project Number PA07-0090 and Accepting the Redlands Drainage Improvements Associated with the Project into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.15 PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

   Resolution No. 2011-68

   A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Eucalyptus Electrical Improvements as Complete Within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City's Maintained System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.16 PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THE THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Adopt the proposed Resolution accepting into the City's maintained street system the Theodore Street public improvements within project PA07-0090 upon acceptance by the City Engineer as complete; and

MV00115171

Resolution No. 2011-69

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Number PA07-0090 and Accepting the Portion of Theodore Street Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.17 PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.19 PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and

2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.20 PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Calendar Items A1 – D2 by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

ADJOURNED THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)

CALL TO ORDER

CALL TO ORDER - The Special meeting of the Moreno Valley Public Facilities Financing Corporation was called to order at 6:50 p.m. by President Stewart in the Council Chamber located at 14177 Frederick St.

ROLL CALL

Board of Directors:

Richard A. Stewart	President
Jesse L. Molina	Vice-President
William H. Batey II	Board Member
Marcelo Co	Board Member
Robin N. Hastings	Board Member

PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA

President Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

G. REPORTS

G.1 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD; DEVELOPER: CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

Motion to pull the item from the agenda by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

ADJOURNED THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AT 6:53 P.M.

RECONVENED JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (opposes).

Recommendation: That the CSD:

1. After conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

President Stewart opened the public testimony portion of the public hearing. Public testimony was received from Jeffrey Giba and Deanna Reeder.

Recommendation: That the CSD:

1. After conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

   Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

Motion to Approve by m/Board Member William H. Batey II, s/Vice President Jesse L. Molina
Approved by a vote of 5-0.

Item continued to a later time in the Council meeting to give the City Clerk the opportunity to tabulate the ballots.

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

E.3 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works Department)

Recommendation: That the City Council:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health

MV00115177

and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

E.4 A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT A AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI. (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

Resolution No. 2011-66

Resolution of the City Council of the City of Moreno Valley Denying PA09-0027, A Conditional Use Permit to Allow Alcohol Sales (Beer and Wine) at the Existing Convenience Store Located at 21748 Cottonwood Avenue APN # 263-160-037

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Bob Walker (opposes), Maricela Lopez (opposes), and Justin Kim (representing applicant).

RECESS
RECONVENED

Motion to Approve as amended to allow alcohol sale during the hours between 8:00 a.m. and 8:30 p.m. by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

Mayor Stewart reported that a nice reception for Mr. Holland, Deputy Secretary of the Air Force for Facilities, was held at Supervisor Marion Ashley's home; Mr. Holland was given a tour of March Joint Powers area and the base; a formal meeting with wing commander and military personnel, Joint Powers members and civil engineers will be held to discuss several issues, including the potential for the developer to actually relocate BX and the commissary to inside the base at the developer's expense and use that area for expansion of medical facilities.

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or

2. Appoint those applicants who received majority vote by the City Council;

3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to make following appointments for terms expiring June 30, 2014:

The Arts Commission: Lorna Kendrick, Lauretta Phillips and Nina Heirs;
The Environmental & Historical Preservation Board: Gerald Michael Budlong and Gregory A. Hagans;
The Library Commission: Beverly A. Crockett, Kristina Dixon and Cathy Merkt;
The Parks & Recreation Commission: Bill Alvarez and George Brummer;
The Recreational Trails Board: Margie Breitkreuz and Gilbert Brooks;
The Senior Citizens' Board: Delorise Anderson, Donna Annetta and Thelma Dunn;
The Traffic Safety Commission: Lawrence Baird, Mary C. Cole and Arthur W. Higgs.

Motion to approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 5-0.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:
Accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

Recommendation: That the CSD:
Accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership; and

Resolution No. 2011-70

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley with MV Hemlock Limited Partnership, a California Limited Partnership and Approving and Authorizing Execution of an Affordable Housing Agreement (Home) Between the City and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Council Member Robin N. Hastings, s/Council Member Marcelo Co
Approved by a vote of 5-0.

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership; and

Recommendation: That the RDA:
Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

Resolution No. RDA 2011-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Hemlock Limited Partnership, a California Limited Partnership

Motion to approve by m/Agency Member Robin N. Hastings, s/Agency Member Marcelo Co
Approved by a vote of 5-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - none

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

H.2 .1 ORDINANCE NO. 825 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2 (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of:

Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.2 .2 ORDINANCE NO. 826 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 4-0-1, Council Member Robin N. Hastings abstained.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Marie Hyta
1. Spending priorities; building a new fire station on Morrison; Station 58; salary of city administrator

Deanna Reeder
1. Redevelopment fund for the Aquabella project
2. Conduct during council meetings

Alicia Espinoza
1. DUI check points

Kenny Bell
1. Meetings of Home Owners Associations
2. Citizens' input/contributions

Librada Murillo
1. in Spanish

Jeffrey Giba
1. Increase of theft from recycle bins; thanked police officers for great job

Sue Gilchrist
1. Residents' contribution/input
2. Retirement benefits
3. Rancho Belago signs

Louise Palomarez
1. Red light camera on Day Street
2. Commended the Council for awarding alcohol business license and for supporting businesses
3. Rancho Belago signs

Victoria Baca
1. Fourth of July celebration
2. Cultural events in the City
3. Wished everyone a safe and happy 4th of July

Joe Bautista
1. Budget - reorganization in the City Clerk's Office

Pete Bleckert
1. Gate at Hemlock Street

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Council Member Batey
1. Congratulated Council Member Hastings for being installed as the new Chair of the Western Riverside Council of Governments

Council Member Co
1. Inquires about the incident with the tow truck company and a lost car
2. Attended WRCOG General Assembly reception with Condoleezza Rice as a speaker; was very impressed with the speaker, who talked about real things in life, is very humble and direct when talking to people

Council Member Hastings
1. Thanked Mr. Bell for his kind comments and for attending the Moreno Valley Crime Prevention meeting; thanked Chief Anderson for attending the meeting to address concerns about the crime, and what can be done about it; it was a very productive and well-attended meeting; appreciates the opportunity to meet with residents
2. Will be participating in the July 12 City Council meeting via teleconference; will attend a WRCOG meeting in Washington, DC, for the AB 811 program; more information about the program can be found on WRCOG Web site; anticipates that applications will be available at the end of this month
3. Appreciates the support for the 4th of July program; Thanked City Manager Garcia for the seed money; encouraged residents to volunteer
3. Addressed speaker's comments opposing shooting rangers – stated that this is a valuable program - payment of fees will allow the center to stay open; emphasized that residents' comments are not ignored and they are appreciated

Mayor Stewart
1. Responded to speaker's comment regarding Redevelopment Agency's support for the Burlington Coat Factory; said that the City is assisting new and existing businesses, as businesses generate sales tax revenue; the Economic Development Plan was developed to improve infrastructure and to retain existing

businesses
2. Fourth of July celebration with fireworks is expensive; the City is going to work very hard to have the celebration the next year
3. Regarding concerts - last concert he attended a few weeks ago was a patriotic concert at the Conference and Recreation Center, and it was a standing room only; it is provided for free four times a year; other cultural events are also held in the City
4. The Council received only three applications for three openings on the Arts Commission - encouraged residents to apply, get involved and help out
5. Addressed comments regarding clapping during council meetings - we don't allow outburst of support or opposition, as it is intimidating to speakers

Adjourned to Closed Session at 9:41 p.m.

CLOSED SESSION

PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia
Employee Organization: Moreno Valley Confidential Management Employees

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

None

RECONVENED Regular City Council Meeting at 10:02 p.m.

E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract 19862:	"Yes" - 3;	"No" - 6;	Invalid - 7	-failed
Tract 19912:	"Yes" - 7;	"No" - 24;	Invalid - 0	-failed
Tract 20941:	"Yes" - 10;	"No" - 14;	Invalid - 0	-failed
Tract 21737:	"Yes" - 0;	"No" - 3;	Invalid - 1	-failed
Tract 23371:	"Yes" – 3;	"No" - 7;	Invalid - 0	-failed
Tract 31591:	"Yes" – 1;	"No" - 6;	Invalid - 0	-failed

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)

The Secretary announced the results as follows:

Tract No. E-1:	"Yes" - 440;	"No" - 542;	Invalid – 6;	-failed
Tract No. E-2:	"Yes" - 139;	"No" - 257;	Invalid – 11;	-failed
Tract No. E-3A:	"Yes" - 34;	"No" - 66;	Invalid – 2;	-failed
Tract No. E-4:	"Yes" - 212;	"No" - 393;	Invalid – 14;	-failed

2. Verify and accept the results of the mail ballot proceedings as

MV00115186

identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and

4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

Motion to approve by m/Board Member William H. Batey II, s/Board Member Robin N. Hastings
Approved by a vote of 4-0-1, Vice President Pro Tem Molina absent.

Motion to Adjourn by m/Council Member William H. Batey II, s/Council Member Marcelo Co. Approved by a unanimous vote.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:10 p.m. by unanimous informal consent.

Submitted by:

_____
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

_____
Richard Stewart, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees
enl

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: July 12, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of June 22 – July 5, 2011.

Reports on Reimbursable Activities June 22 – July 5, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	6/22/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	6/23/11	Leadership Moreno Valley
Jesse L. Molina		None
Richard A. Stewart	6/23/11	Leadership Moreno Valley

Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On July 13, 2010, the City Council awarded a construction contract to Riverside Construction Company, Inc. and authorized the issuance of a purchase order in the amount of $4,124,375.14. The work consisted of the construction of Storm Drain Line H along Ironwood Avenue from the Ironwood Avenue/Heacock Street intersection to the Davis Street/Ironwood Avenue intersection, then southerly in Davis Street to the Indian Detention Basin. The work also included construction of street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive, completion of missing portions of Storm Drain Line H-1A from the Davis Street/Ironwood Avenue intersection to the Indian Detention Basin and in Ironwood Avenue between Indian Street and Hubbard Street, and minor clearing for SCE poles on the north side of Ironwood Avenue between Heacock Street and Perris Boulevard. On July 13, 2010, the City Council also approved the Reimbursement Agreement for the Eastern Municipal Water District improvements which appropriated sufficient funds from EMWD for relocation of four conflicting water lines.

The City issued a Notice to Proceed to Riverside Construction to start the work on October 4, 2010. The length of the contract is one hundred seventy (170) working days, which has been adjusted by Contract Change Order due to weather and other approved work. Riverside Construction anticipates completing the project by mid July 2011.

On April 26, 2011, the City Council approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC&WCD) which set forth the City's responsibilities and the District's responsibilities for post-construction maintenance of the facilities.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company by mid July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $3,850,000 which is not expected to exceed the approved purchase order amount of $4,124,375.14. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after

the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *These alternatives will result in delaying payment to the Contractor, thereby delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). The project is also partially

funded with 2005 Lease Revenue Bonds (Account No. 501.82625), Development Impact Fee (DIF) program funds (Account No. 416.78727), and the EMWD water line facilities were reimbursed by EMWD through a revenue set-aside in fund 414 (Account Nos. 414.80423 and 414.80424). The funds utilized for this project were designated for the Indian Basin and Ironwood Avenue capital improvements only. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91726)	$3,153,000
Fiscal Year 2010/2011 (Account No. 501.82625)	$933,000
Fiscal Year 2010/2011 (Account No. 416.78727)	$962,000
Fiscal Year 2010/2011 (Account No. 414.80423)	$185,000
Fiscal Year 2010/2011 (Account No. 414.80424)	$109,000
Total Budgeted Funds	$5,342,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$3,850,000
Design Support Costs during Construction	$109,000
Construction Geotechnical Services	$95,000
Construction Survey Services	$55,000
Project Administration and City Inspection*	$190,000
Total Project Construction Costs	$4,299,000

*Public Works staff provided project administration and primary inspection services.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Staff anticipates Riverside Construction Company will complete construction of the Indian Detention Basin Drainage Improvements and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive improvements by mid July 2011. Staff requests the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are

completed, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, authorize the release of retention money to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Margery A. Lazarus, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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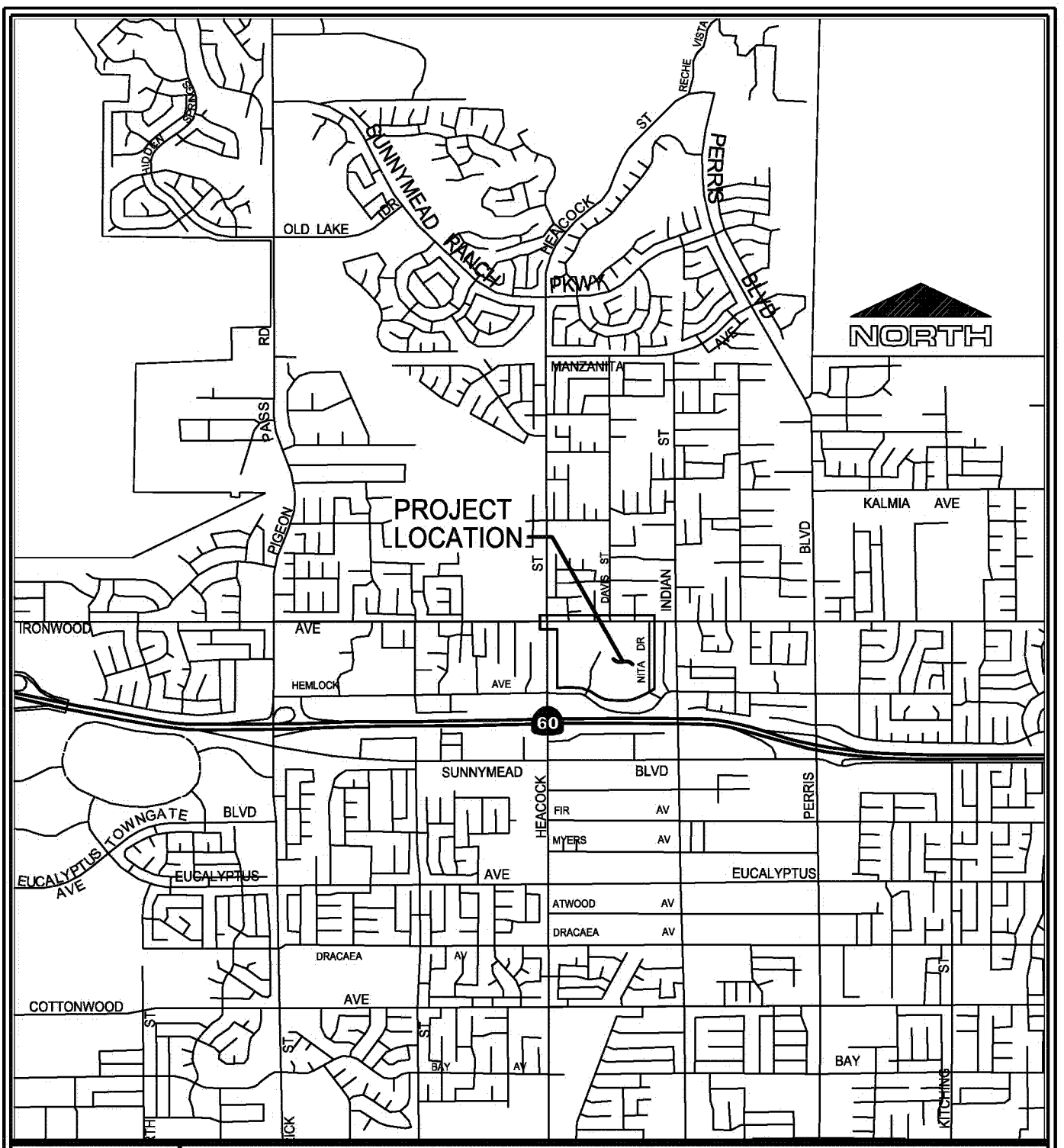

LOCATION MAP

Public WorksDepartment Capital Projects Division	INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS AND IRONWOOD AVE FROM HEACOCK STREET TO NITA DRIVE (SOUTH SIDE) PROJECT NUMBER 09-89791726
Scale: None	
ATTACHMENT "A"	

MV00115194

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 20111

TITLE: APPROVE AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES WITH TRANSTECH ENGINEERS, INC. FOR STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue.

2. Authorize the City Manager to execute a contract with Transtech in the form attached hereto.

3. Authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties.

4. Authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney.

BACKGROUND

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to fast-track the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On May 24, 2011, City Council authorized the City Engineer / Public Works Director to execute the Program Supplement Agreement with the California Department of Transportation (Caltrans) for the Cactus Avenue Improvements project. This agreement established the policies and procedures for Caltrans reimbursement of $1 million funding for the State-Local Partnership Program (SLPP) grant program.

On June 14, 2011, City Council approved the FY 11/12 budget pending funding for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

DISCUSSION

The project consists of street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). Because these street segments are considered very strategic to the City's Economic Development Plan, the City is taking a proactive approach in assisting with the completion of the plans, specifications, and estimate (PS&E). The City will coordinate the bidding and construction of the project once HFP provides the City with full biddable plans. In general, the proposed improvements are intended to include curb, gutter, street pavement reconstruction and widening, street lights, sidewalk, water, sewer, reclaimed water and master planned storm drain improvements, traffic signal work, a bridge along Nason Street over flood control channel Line F and construction of a portion of flood control channel Line F.

On May 25, 2011, staff solicited proposals from professional consultants. Approximately 200 consultants in the Public Works Department database were notified of the availability of the City's request for proposal. Eight (8) proposals were received in response to the City's Request for Proposals. The scope of work for the project includes project management, constructability review of PS&E, construction management, and construction inspection for the project. Subsequently, the project management tasks of the overall project is being proposed to be performed by the City's in-house consultant VAS Associates to ensure higher levels of project controls and improved efficiencies resulting in cost savings. A selection review committee comprised of City staff representatives from the Public Works Department reviewed and rated each prospective firm based on their proposals and presentations. After interviewing the three top-ranked firms, Transtech was selected as the most qualified firm to undertake the project.

The final scope of work focuses on constructability review of PS&E, construction management, and construction inspection. Transtech will provide highly skilled and experienced team of three professionals on a full time basis for the duration of construction phase of the project, ensuring quality construction and timely completion of the project. Prior to finalization of the project Plans, Specifications and Estimates (PS&E) and bidding of the project, Transtech will perform a detailed constructability review of the PS&E including on-site field check to ensure that conflicts that results in costly delays during construction are minimized. During construction, a Construction Manager will coordinate with all project stakeholders, ensure that the project is progressing in accordance with the contract documents leading to timely completion of the project within budget, minimize inconvenience to travelling public, and in his capacity as a Bridge Engineer, will inspect the technical aspects of the bridge construction. An experienced Public Works inspector will ensure that quality construction is carried out in accordance with the project plans and specifications; while an Office Engineer will assist the project team with other necessary tasks including satisfying the SLPP grant's requirements for this fast paced and multi-faceted construction project.

ALTERNATIVES

1. Approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, authorize the City Manager to execute a contract with Transtech in the form attached hereto, authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will allow for much needed improvements that are integral to the City's Economic Development Plan.*

2. Do not approve the Agreement for Professional Construction Management and Construction Inspection Consultant Services to Transtech Engineers, Inc. (Transtech) 413 MacKay Drive, San Bernardino, CA 92408, for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue, do not authorize the City Manager to execute a contract with Transtech in the form attached hereto, do not authorize the issuance a Purchase Order to Transtech in the amount of $999,200 ($868,870 for the agreement plus the 15% contingency amount of $130,330) when the Agreement has been signed by all parties, and do not authorize the City Engineer to execute any subsequent amendments to the Agreement with Transtech, up to but not to exceed the Purchase Order contingency, subject to the approval of the City Attorney. *This recommendation will delay much needed improvements that are integral to the City's Economic Development Plan.*

FISCAL IMPACT

The funding sources for this project are: RDA Tax Increment Fund 892 ($6M through an Agreement with Riverside County Flood Control and Water Conservation District), borrowed DIF Library and Corporate Yard Fund 412 ($6.5M), DIF Arterial Streets Fund 416 ($2.5M) - re-sequenced from Kitching Street Improvements project from Cactus Avenue to Gentian Avenue, General Fund 412 ($1.3M) - re-sequenced from Heacock Street and Cactus Avenue Channel Improvements, DIF Traffic Signals Fund 417 ($0.27M), Measure "A" Fund 125 ($3.1M) - re-sequenced from Reche Vista Drive Realignment project, and anticipated SLPP Grant monies Fund 125 ($1M). Total available funding is $20,672,000. Assumptions for this project include that the adjacent property owners will dedicate and be credited for an estimated $1M towards right of way.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:
Fiscal Year 2011/2012 Budget (Account No. 125.New) $20,672,000

ESTIMATED PROJECT COSTS:
Consultant Construction Management and Inspection Costs..... $999,000
City's Plan Check and Project Management Administration * $881,000
Construction Phase Technical Services (Survey, Geo, Design Support, etc.) .. $950,000
Construction and Utility Relocation Costs $17,842,000
Total Estimated Project Costs $20,672,000

* Public Works and in-house consultant staff will provide Plan Check and Project Administration.

ANTICIPATED PROJECT SCHEDULE:
Complete PS&E .....Fall 2011
Public Bid and Award of Construction .....Three Months Thereafter
Complete Construction.....Approximately Twelve Months

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. Staff is requesting that City Council approve the Agreement with Transtech for Professional Construction Management and Inspection Consultant Services so that these improvements can move forward.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Agreement for Professional Services

Prepared By:
Viren A. Shah, P.E.
City's Program Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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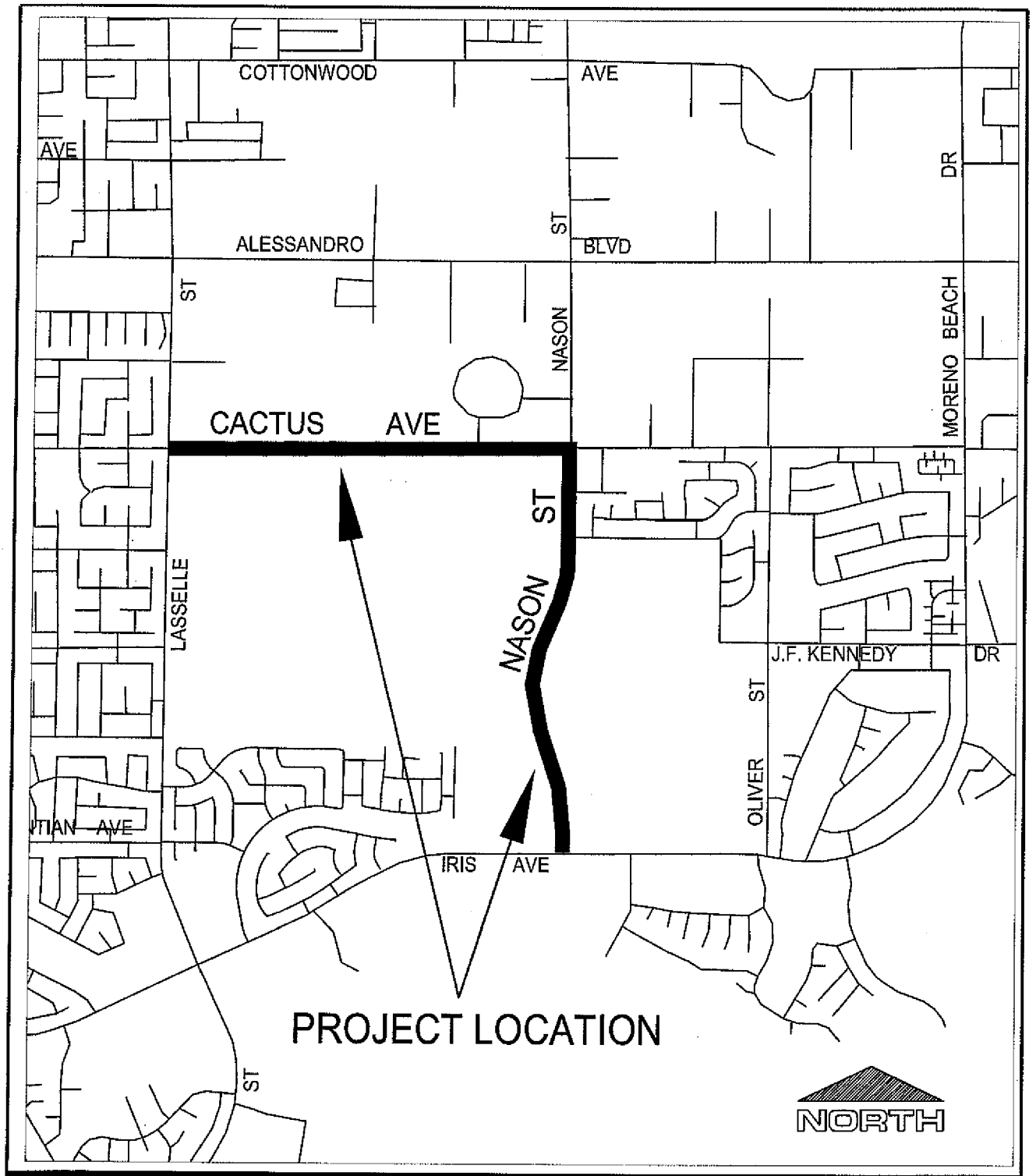

CITY OF MORENO VALLEY
DECEMBER 3, 1984

CAPITAL IMPROVEMENTS PROJECT

Public Works Department
Capital Projects Division

LOCATION MAP

STREET IMPROVEMENTS
CACTUS AVENUE AND NASON STREET

ATTACHMENT "A"

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Transtech Engineers, Inc., a California corporation, partnership, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant Construction Management and Construction Inspection services for:

Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $995,595.00 in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2013** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10 (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation

to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with all applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of

the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property

Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno

Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are legally employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, immediately upon request in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project. The City reserves the right to ask for a hard copy and/or an electronic copy of the documents developed to date at any time during the period of this agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without cause on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of

the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his/her designated representative, in both hard copy and electronic format, all documents, drawings, models, presentation materials, renderings, calculations, specifications, permits and permit-related documents, surveys, materials tests, geotechnical reports, etc., if available, developed to date for the City's project and any other City-provided documents, which shall become the property of the City. The Consultant may retain for its files, at its expense, copies of any and all materials, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any, for professional services related to the City's project.

(d) The City agrees to hold the Consultant harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. Subject to the provisions of Section 19 (a) above, all plans, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon demand by the City, be delivered to and become the property of the City for the limited use as set out above, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

Transtech Engineers, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

Attachments: Exhibit "A" – City's Request for Proposal
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

REQUEST FOR PROPOSAL
FOR PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES
FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE
FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION

I. INVITATION

You are hereby invited to submit a Proposal for: 1) Project Management Consultant (PMC) Services, Part 1; and 2) Construction Management Consultant (CMC) Services, Part 2, 3) Construction Inspection Consultant (CIC) Services, Part 3, associated with the above referenced project.

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk (CD) of your Proposal shall be submitted before **5:00 p.m., June 8, 2011** addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Viren Shah, City's Program Manager.

II. GENERAL PROJECT DESCRIPTION

The project in general consists of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street and 2) Nason Street between Cactus Avenue and Iris Avenue. The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market. Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project. In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping" (see attachments for more details). As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

III. PROJECT BUDGET AND SCHEDULE

The funding for both projects have been tagged at slightly below $20 Million including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this

EXHIBIT "A"

Consultant contract.

The Tentative Schedule is as follows:
Anticipated Award of this Consultant Contract: Early July 2011
Biddable PS&E Complete: Early Fall 2011 or sooner
Public Bid and Award of Construction Contract(s): 3 months thereafter
Construction: Approximately 12 months

IV. SCOPE OF SERVICES

The Consultant shall perform all project management services necessary for a professionally completed project including but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end. The scope of work outlined below must be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

DETAILED PROJECT DESCRIPTION:

The following scope of work is not a complete listing; it is intended to aid the consultant to identify a complete and comprehensive scope of work.

PART 1: PROJECT MANAGEMENT CONSULTANT (PMC) SERVICES

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.
2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.
3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
4. Schedule, facilitate, and attend public meetings as necessary.
5. Provide progress reports at a minimum on a monthly basis.
6. Compose all correspondences to keep the project on schedule.
7. Attend and present the project to City Council as required.
8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).
11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.
12. Prepare agreements and assist with issuance of Purchase Orders.
13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.
14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.
15. Prepare project update write-ups for distribution to media and public.
16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.
17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.
18. Issue all necessary Notices to Proceed (NTP).
19. Assist with review and process of all invoices (City staff will approve).
20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.
21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.
25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:

    a. Various City Council Staff Reports.

    b. Utility correspondence letters and e-mails.

    c. Federal, State and local correspondence.

    d. Federal, State and local documentation required for the project.

    e. Right-of-way related documents and correspondence.

    f. Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and biddability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding

purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a) Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b) Prepare bid packages for distribution as necessary.

    c) Maintain plan holder's list

    d) Schedule and conduct pre-bid meetings and site visits, if held.

    e) Provide responses to bidders' questions.

    f) Prepare and issue addenda if required.

    g) Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h) Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i) Check references and licenses of bidders.

    j) Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k) Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l) Prepare, coordinate, and process Notice of Award, Agreements, and

Purchase Order.

m) Review insurance, bonding, and other required documents.

n) Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

PART 2: CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project.

The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

**FOR PROFESSIONAL PROJECT MANAGEMENT,
CONSTRUCTION MANAGEMENT AND
CONSTRUCTION INSPECTION CONSULTANT SERVICES**

General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.
2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
3. Schedule, facilitate, and attend public meetings as necessary.
4. Attend and present the project to City Council as required.
5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.
6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.
7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.
8. Prepare agreements and assist in processing Purchase Orders.
9. Issue all necessary Notices to Proceed (NTP).
10. Review and process all invoices (City staff will approve).
11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.
12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.
14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other

construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.
   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.
   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.
   d. Submit recommendations to the City relative to change order requests.
   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.
   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.
    b. Permits.
    c. SWPPP and WQMP
    d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.
    e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)
    f. Progress payments, inventories, and applicable codes.
    g. Contractor's reports, correspondence, certified payrolls, and accident reports.
    h. Survey and layout data and certifications, photographs of as-built

locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

PART 3: CONSTRUCTION INSPECTION CONSULTANT (CIC) SERVICES

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements,

such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the

field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 50 pages. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).

B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.

C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed PMC, CMC & CIC's qualifications, track record and relevant experience. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule. The plan should show flexibility and consideration in resource loading due to the inherent variability in the schedule and performance of third parties. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the

number of hours that these individuals (including administrative support services) will be working on each task listed, included in adjacent columns.

E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project taking into consideration how extra work is anticipated and incorporated into the contract from the onset. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal**.

F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent reviews and 95% plan biddability/constructability/claims avoidance reviews.

G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The City's standard Agreement will be executed without any proposed changes.**

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms (attached) with the Proposal.

VIII. PAYMENT TO CONSULTANT

A. This work is to be performed for a "Not-to-Exceed Fee."

B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.

C. Tasks shall include, but not be limited to, all Professional Consultant Services (including administrative support services) necessary to complete the work covered by this Proposal.

D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:

1. Work associated with Project Constructability Review only is completed.
2. PS&E completed and advertised.
3. Project Bidding and City Council award of contract.

4. PMC Services on a monthly basis once construction starts.
5. CMC Services on a monthly basis.
6. CIC Services on a monthly basis.
7. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment. Unless otherwise specifically mentioned, there will be no monthly payments until the milestone is reached at which point all applicable charges will be reviewed for applicability prior to payment. Consultant billing/invoices will commensurate with the pace of the construction work activities. The final 10% of the Consultant contract amount will be held back until all phases of the project is successfully closeout. The Consultant will not receive additional compensation for non-compliance or punch list items that were not identified in a timely manner in order to be addressed by the construction contractor(s).

E. All invoices will specifically identify job title, person-hours, and costs incurred by each task. Lump sump payments will not be accepted as all charges must be documented and justified.

F. Reimbursement costs such as mileage, computer usage, vehicle rates, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee." However, all overhead and reimbursement costs must be included in the personnel hourly rate for all services rendered upon commencement of the construction phase.

G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.

H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.

J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

IX. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	$1,000,000	per occurrence
Property Damage	$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time

that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION

A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits. **No changes to the City's standard Agreement will be entertained since there will be no time for negotiations between attorneys to establish a revised acceptable agreement.** All Consultants are required to have a City of Moreno Valley Business License in order to conduct business in the City.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

   The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

FOR PROFESSIONAL PROJECT MANAGEMENT,
CONSTRUCTION MANAGEMENT AND
CONSTRUCTION INSPECTION CONSULTANT SERVICES

The Proposals will be rated/ranked according to the following criteria:

1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with General Law City agencies, and proven track record and depth of understanding/ knowledge of the proposed PMC, CMC & CIC.

3. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

4. Expedited Schedule and Cost Controls (20 point bonus) – Elaborate based on experience with similar projects as to how the two projects can be completed based on an expedited schedule (please identify the shortened delivery timeline). Elaborate how the Consultant team can confidently deliver the project on time and within budget with specific focus that the Consultant can deliver this project within their executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Due to the accelerated nature in retaining a Consultant for this project sometime in early to mid July 2011, interviews may not be conducted in selecting the preferred firm. However, if an interview is deemed needed to make the final selection, the Consultant must be prepared to gather the proposed team likely within 24 hours of notification. Only the key individuals assigned to have a significant role in the project will be allowed to make the presentation at the interview

Exhibits incorporated by reference:

1. City Standard Consultant Agreement (no changes to this agreement will be allowed)
2. Nason-Cactus CIP Exhibits dated April 10, 2011 - Compilation of Plans based on current status of completion
3. Improvement Plans Status Summary dated May 4, 2011
4. Addendum to Moreno Valley Field Station EIR and Supplemental EIR

Submitted to:

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah
City's Program Manager

TECHNICAL PROPOSAL

PROFESSIONAL PROJECT MANAGEMENT CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS

1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Submitted by:

TRANSTECH/MAPCO
Contact Person for this proposal:
David Mlynarski, Project Principal
E-mail: david.mlynarski@transtech.org
T: 909-384-7464; F: 909-384-7475
413 MacKay Drive, San Bernardino, CA 92408

EXHIBIT "B"

Due Date: June 8, 2011, 5 p.m.
Submittal Requirement: 5 copies. 1 copy shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on CD. (As required, Fee Proposal is submitted in a separate envelope)

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH
MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Thank you for the opportunity to present our qualifications to the City and for the subsequent meetings and discussions to develop a cost efficient approach for the subject project.

It is very obvious that the city desires to establish professional relationships with consultants and carry out projects in an efficient and practical fashion. We also see the value to the overall community and business environment that will result with the inducement of these public improvements.

We understand this project will require an efficient coordination with various public and private parties, including City of Moreno Valley, developer, design engineers (RBF, Psomas, Butsko, Arcon), Riverside County Flood Control District, EMWD and Utility Companies. Furthermore, it is also important to coordinate with the Riverside County Hospital (Trauma Center) and the County EMS to maintain emergency vehicle access to the hospital along Cactus Avenue during construction.

Our goal is to provide our services in an efficient manner and minimize inconveniences and deliver the project to the City and public in a cost effective manner.

Our original fee submitted with the proposal was $1,114,000. Based on the meetings with and clarifications provided by the City, we made necessary adjustment in our scope, and our fee was reduced to $914,600. We then provided an additional 5% reduction in our fees as a good will, which resulted in a final adjusted fee of $868,870.

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Also, we made appropriate adjustments in the staffing allocation as follows:

- We will assign Kurt Pegg as the Project CM, RE and Bridge Structural Rep, and Mike Schnepf as the Project Inspector. We understand the City desires a commitment that these staff members will be assigned to this project. As we indicated in our proposal, and subsequent communications, our firm is fully committed to assign these staff members to this project. Also, you had indicated that in the event any of these staff members leave our employment for reasons beyond our control, the City would have the right to approve any replacement, and if the City is not satisfied with the proposed replacement, the City would have the right to terminate the contract.
- The level of effort is based on 12 month duration for construction and project closure after start of Construction and under a single construction contract (prime contractor) for both Cactus and Nason Street Projects.
- We allocated additional support that may be need during construction to support Kurt Pegg and Mike Schnepf.
- We deleted general project management services, as this task will be performed by City CIP staff as you indicated.
- The City will hire construction surveying, materials testing and specialty inspection firms under separate contracts.
- The City will have separate contracts with the design firms for the preparation of final PS&E Bid Package, as well as engineering support during construction.

The attached Resource Allocation Table provides detailed breakdown by task and staff as you requested.

Our staff and project team are very excited about the potential of delivering our best effort in support of this project.

Thank you again for your thoughtful consideration.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
ali.cayir@transtech.org
C: 714-883-8677; T: 909 595-8599, Ext. 121
www.transtech.org

F:\WPROCESS\PROPOSALS\2011\P-11.065 MORENO VALLEY CACTUS & NASON STREETS IMP. PROJ DUE 060811 5 PM\PROPOSAL\UPDATED FEE, 6-23-11\RESOURCE ALLOCATION BY TASK, STAFF, HRS, P-11.065 MORENO VALLEY CACTUS & NASON STREETS IMP. PROJ.DOC

RESOURCE ALLOCATION

Task	Staff	Rate	Hrs	Fee
Constructability and PS&E Review, including field walk by Project RE, Inspector, and coordination with design team	*Sr Level Staff*	$145	160	$23,200
	Inspector Level Staff	$95	160	$15,200
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	70	$4,550
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	70	$10,150
	Subtotal		460	$53,100
Allocation to address unknown issues prior to finalization of PS&E	*Sr Level Staff*	$145	140	$20,300
	Inspector Level Staff	$95	60	$5,700
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	60	$3,900
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	60	$8,700
	Subtotal		320	$38,600
Bidding Phase Services to support City Proj Manager, PS&E Engineers for review of questions, field check, etc.	*Sr. Level Staff*	$145	40	$5,800
	Admin Support (minimal, City will assign in-house Project Management Staff)	$65	10	$650
	Principal In Charge Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	10	$1,450
	Subtotal		60	$7,900
Construction Phase (12 month duration assumed)	*Project CM, RE, and Bridge Structural Rep:* Kurt Pegg, PE	$145	2,200	$319,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project CM, RE, and Bridge Structural Rep	$145	200	$29,000
	Project Public Works Inspector: Mike Schnepf	$95	2,200	$209,000
	IF NEEDED, EXTENDED HRS BUDGET ALLOCATION: Project Public Works Inspector	$95	200	$19,000
	Office Eng, Insp Support, State Funding Compliance Staff: Selim Bouhamidi	$65	2,200	$143,000
	Principal Time for Support (minimal, City will assign in-house Project Management Staff, and retain PS&E Design Consultants for Eng Support during construction)	$145	400	$58,000
	Subtotal		7,400	$777,000
Budget for Additional Inspections	*Budget for Additional Inspections during heavy work periods*	$95	400	$38,000
	Subtotal		400	$38,000
TOTALS			8,640	$914,600
Additional Reduction in Fee as a good will			5%	$45,730
TOTAL REDUCED FEE				$868,870

Original Fee submitted with the Proposal	$1,114,000
Final Submitted Fee after Meeting with City staff to fine tune scope, including adjustment in Project Management effort as the City will assign an in-house PM and plus an additional 5% reduction in the fee	$868,870
Total reduction in dollars between Originally submitted Fee and Final adjusted Fee	$245,130
Total reduction in % between Originally submitted Fee and Final adjusted Fee	22.00%

TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH MAPCO

June 20, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TRANSTECH/MAPCO
PROPOSAL FOR CONSULTING SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

This letter serves as a follow up to our conversation regarding company legal name.

As indicated, our operating brand name in Inland Empire is Transtech/Mapco. The legal name of the corporation from which the Insurance will be provided is Transtech Engineers, Inc.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org
C: 909-841-0071; T: 909 384 7464, Ext. 106
www.transtech.org

Ali Cayir, PE, Principal
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TRANSTECH/MAPCO ENGINEERS, INC.
413 Mackay Drive | San Bernardino CA 92408 | T 909 384 7464 | F 909 384 7475 | Transtech.org

TRANSTECH MAPCO

June 8, 2011

CITY OF MORENO VALLEY
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Viren Shah, City's Program Manager

Subject: TECHNICAL PROPOSAL
PROFESSIONAL PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION CONSULTANT SERVICES FOR STREET IMPROVEMENTS
1) ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET
2) ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE

Dear Mr. Shah:

Transtech/Mapco is pleased to submit this proposal for the subject project.

We are a multi-disciplinary engineering consulting firm which provides professional and technical services in engineering, planning and construction to governmental agencies, educational institutions and private sector. We serve as turn-key program manager/contractor on large and complex engineering projects by providing full service capability. We have managed and successfully delivered a number of similar assignments.

Our key project team members have extensive experience working for Public Agencies in capacities, such as Contract Building Official, Plans Examiner, Inspector, City Engineer, Planner, Construction Manager and Inspector. As contract City Engineer and Building Official for a number of Agencies, we manage all aspects project as Agency representatives, and provide turn-key services.

Our staff members are licensed as professional engineers, surveyors, plan checkers, building officials and inspectors. We are also licensed as General Contractor A (General Engineering) and B (General Building), and have the ability to function like a General Contractor and coordinate all aspects of construction of similar projects.

Our Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of the projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance, DBE/WBE.

Also, one of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

We also provide our expertise in the construction field to law firms for construction claims. Some of our key staff members served as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State.

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

We understand the importance of providing services that can respond to the project needs based on work load and demand by adjusting level of staffing as necessary, and provide the services in an efficient and cost effective manner without sacrificing the quality and responsiveness.

We have extensive experience in managing similar complex and multi faceted/phased projects. We will develop an expedited schedule to deliver these projects in an efficient and expeditious manner, and within the executed contract agreement amount avoiding time consuming administrative efforts in processing contract amendments.

Our team has extensive experience in all aspects of similar projects, from design concept, design and regulatory agency approvals through construction. We have gained a solid reputation in the industry for delivering cost-efficient projects that are on schedule, within budget, and to the full satisfaction of the client. We have assembled an outstanding group of individuals we believe will provide the Agency with the precise services requested; combining strong technical skills, excellent communication, sensitivity to community values and efficient use of resources.

We have staff and resources readily available for the project.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact the undersigned.

Sincerely,

David Mlynarski, Principal
david.mlynarski@transtech.org; T: 909 384 7464, Ext. 106 F: 909 384 7475; www.transtech.org

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SECTION A:	**Project Understanding**	**A.1 – A.1**
SECTION B:	**Approach and Management Plan**	**B.1 – B.2**
SECTION C:	**Qualifications and Experience**	**C.1 – C.5**
SECTION D:	**Staffing Plan**	**D.1 – D.1**
SECTION E:	**Work Plan and Schedule**	**E.1 – E.17**
SECTION F:	**Quality Control and Assurance**	**F.1 – F.1**
SECTION G:	**Additional Relevant Information**	**G.1 – G.1**
APPENDIX		**Appendix 1 – Appendix 19**

City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, states that resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the Appendix Section of the proposal. Based on this requirement, the following applicable information is included in the Appendix:

Resumes	**Appendix 1 – Appendix 14**
Billing Rates	**Appendix 15 – Appendix 15**
Resource Matrix	**Appendix 16 – Appendix 16**
Other Required Forms (Required Statements per the RFP)	**Appendix 17 – Appendix 19**

SECTION A: Project Understanding

The project in general consists of the ultimate width street improvements along:

1. Cactus Avenue between Lasselle Street and Nason Street, and
2. Nason Street between Cactus Avenue and Iris Avenue

The adjacent property owner and developer, Highland Fairview Properties (HFP), has been coordinating the preparation of the design plans for the ultimate street improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). The Aquabella development is on an indefinite hold due to the current depressed housing market.

Because these street segments are considered very strategic to the City's Economic Development Plan approved by City Council in April 2011, the City is taking a proactive approach in assisting with the completion of the plans, specifications and estimate (PS&E). The intent is for the current designers to complete their PS&E in accordance with the "Greenbook" and consistent with the California Public Contract Code. The City will coordinate the bidding and construction of the project.

In general, the proposed improvements are intended to be the "full street improvements with all dry and wet utilities included but no landscaping". As the plans and specifications are being finalized and an accurate cost estimate is established, the project may be scaled down due to funding limitations.

The funding for both projects have been estimated at slightly below $20 Million, including $1 Million in anticipated State Local Partnership Program (SLPP) grant monies for the Cactus Avenue project. Although the City intends to put both projects out to bid as one large project to take advantage of the anticipated "economies of scale", there is a possibility that the project may be bid as two separate projects with some time lag due to project readiness and therefore, the Consultant's proposal should reflect both possible scenarios. The goal is to complete the project construction within two years or less from the award date of this Consultant contract.

The Tentative Schedule is as follows:

- Anticipated Award of this Consultant Contract: Early July 2011
- Biddable PS&E Complete: Early Fall 2011 or sooner
- Public Bid and Award of Construction Contract(s): 3 months thereafter
- Construction: Approximately 12 months

The general scope of work to be provided by the selected Consultant includes all project management services necessary for a professionally completed project, including, but not limited to coordinating with all applicable design consultants, agencies and utilities to compile a final set of PS&E for the public bid process, award of construction contract(s), provide oversight during construction including construction management and/or construction inspection services and close out of the project at the end.

The scope of work will be performed in accordance with City of Moreno Valley's processes and procedures, "Greenbook" and California Public Contract Code requirements.

SECTION B: Approach and Management Plan

B.1. APPROACH AND MANAGEMENT PLAN

Our goal is to deliver the project to the City in an efficient and cost effective manner.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects.

Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance program to prevent design errors and construction change orders.

Schedule control and management is a critical element. Our project manager conducts weekly in-house meetings with staff to review work progress, discuss any potential issues, and adjust staff resources as necessary to keep the project on schedule.

One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies. Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

In summary, our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and within budget. Our staff members have a strong educational background and are licensed and certified as engineers and inspectors.

B.2. PROJECT ORGANIZATION CHART

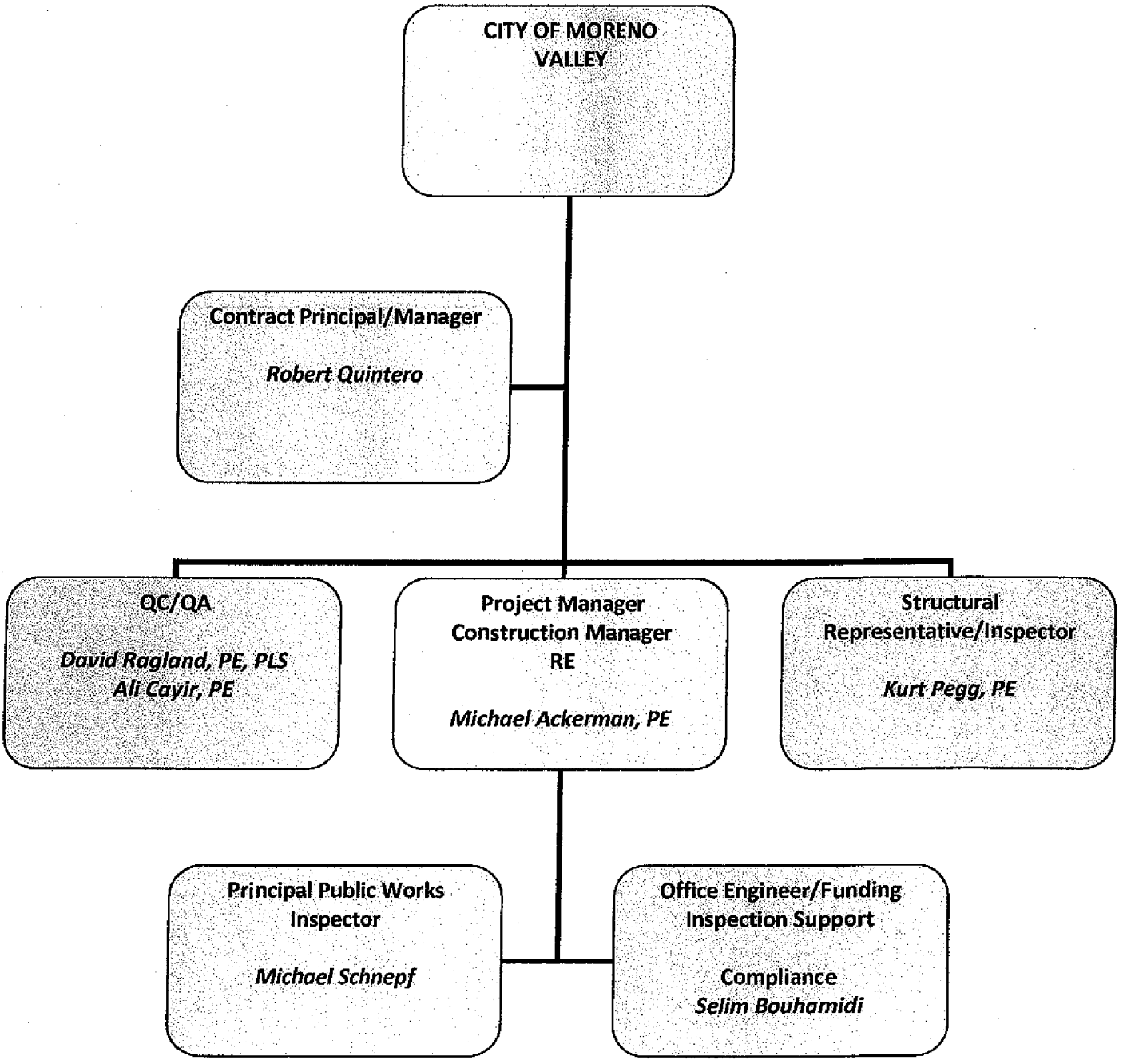

SECTION C: Qualifications and Experience

C.1. SIMILAR SERVICE EXPERIENCE

Following is a partial listing of similar projects where our firm provided similar services requested for this project:

- **Via Duct Boulevard Alignment and Reconstruction, Metrolink San Bernardino Parking Facility Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost: $10m
- **Valley Boulevard Widening Project:** Served as Construction Manager/Resident Engineer. Federally funded project. Cost $5m.
- **State Route 710 Interim Improvements and Fremont Ave. Widening/Realignment:** Prepared PS&E as well as provided construction management and inspection services for 3 federally funded projects in Alhambra. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. The project involved coordination with Caltrans and encroachment permit processing/approval, as portions of the project was in Caltrans jurisdiction. These projects were all federally funded, requiring processing for E-76 through Caltrans Local Assistance. The total cost for 3 projects was $20m.
- **Mission Boulevard Widening:** Prepared PS&E as well as provided construction management and inspection services for Mission Boulevard widening and reconstruction. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Transtech also provided construction management and inspection services for the project. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost $3m.
- **City of Torrance Crenshaw and Skypark Reconstruction Projects:** Prepared PS&E as well as provided construction management and inspection services for Federally Funded reconstruction/rehabilitation of Crenshaw Boulevard and Skypark Avenue (2 separate projects). Cost: $3m.
- **Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino:** For the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution.
- **CSUSB (Cal State SB University) San Bernardino Campus Access Road:** Prepared PS&E as well as provided construction administration for the project. Improvements included approximately 1 mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost $6M.
- **Mission Bl and Rte 71 Grade Separation Project (currently under construction):** Serving as the Construction Manager for this regional project. The Mission Boulevard/State Route 71 Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40,000,000.
- **Alhambra Civic Library Project:** The project involved construction of a 45,000 SF 2 story library with 2 levels of underground parking garage. The project also included off-site improvements, such as streets, curb, gutter, utilities, fiber optic communication. Transtech provided construction management services. Project Cost $30m.
- **Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge:** Served as Construction Manager. The project involved construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks, and various offsite improvements, such as pavement, curb, gutter, drainage, sewer, electrical.

Project cost $24,000,000.

- **Alhambra Renaissance Plaza Parking Structure and Entertainment Center:** Served as Turn-key Program Manager from initial design thru construction of the Project. The project involved construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Total project value was $40m.

Experience in Federally Funded Projects and with Caltrans Local Assistance Procedures Manual:
A majority of the projects were federally funded. Transtech administered all projects through Caltrans' Local Assistance in compliance with the Local Assistance Procedures Manual (LAPM). Authorization to Proceed (E76) was successfully obtained for each project as well. Our scope in these projects involved public relations, including providing information flyer, setting up a web-site for public access to provide up to date information, community meetings, and responding to questions and complaints and making sure impacts to public is minimized. Communication and coordination with public is an important element on this project as well.

Experience in Working with Caltrans/Encroachment Permit Department:
Several of these projects also involved close coordination with Caltrans and encroachment permit processing/approval, as portions of some of the projects were in Caltrans jurisdiction.

C.2. PROJECT STAFF

The following table provides summary information for project staff:

Key Person	Project Role	Yrs of Exp	Yrs w Firm
Robert Quintero	Contract Principal/Manager	20	5
Michael Ackerman, PE	Project Manager, Construction Manager, RE	15	4
Kurt Pegg, PE	Structural Representative/Inspector	20	2
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	30	12
Michael Schnepf	Principal Public Works Inspector	30	9
Selim Bouhamidi	Office Engineer/Funding Compliance and Inspection Support	5	3

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, Billing Rates, Resource Matrix, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

C.3. REFERENCES

City of Rialto
Ahmad Ansari, Director of Public Works/City Engineer
909-772-1518

City of Alhambra
James Funk, Development Services Director
626-570-5041

City of Pomona
Daryl R. Grigsby, Director of Public Works
909-620-2261

CSUSB, Cal State University
Hamid Azhand, Director of Capital Planning and Design
909-537-5000

C.4. COMPANY QUALIFICATIONS

Established in 1989, the firm provides consulting engineering services to several municipalities throughout Southern California. The municipal services provided by our firm include Building and Safety, Plan Check, Inspection, Code Enforcement, City Engineering, City Traffic Engineering, CIP Design, Project and Construction Management, Program Management, Utility Company Coordination and Management, CDBG, HUD and Federally/State Funded Project Management, Services.

- *Service Capabilities:*

Municipal Consulting Services	City Engineer; City Traffic Engineer; Capital Improvement Projects; Development Review; Plan Check/Counter Services
Building and Safety	Inspection; Plan Check; City Building Official; Code Enforcement
Program and Construction Management	Contract Administration; Construction Inspection; Labor Compliance; Design-built Engineering and Construction
Civil Engineering	Freeways and Interchanges, Local Streets and Roads Design; Sewerage, Water and Storm Drain Design; Pavement Management System; Grading Studies, Design and Earthwork Analysis
Traffic and Transportation Planning and Engineering	Traffic Signal and Control Systems; Parking Facilities Study and Design; Street Lighting; Speed Zone Surveys; Traffic Control; Intelligent Vehicle Highway Systems; Signing and Striping; Traffic Management Plans; Bicycle and Pedestrian Facilities; Neighborhood Traffic Control

Water Resources Engineering	Hydrologic Studies, Hydraulic Design Best Management Practices Storm Water Pollution Prevention (SWPPP) Low Impact Development Design Sediment, Erosion Control & Detention Facilities Urban Water Quality Retrofit Hydrologic Rainfall/ Runoff Watershed Simulations Hydro modification Studies, Water Quality Management Plans (WQMP) Storm Drainage Infrastructure Design Floodplain Analysis, Mapping Preparation of FEMA Requests for Letters of Map Revisions
Surveying and Mapping	ALTA, Topographic, Boundary Surveys; Construction Surveying/Staking; Aerial Mapping; GIS; Right-of-way Engineering
Planning	Master Plan Circulation Studies; Transportation Planning and Modeling; Capacity Evaluations; Impact Assessments; Site Planning; Specific Plans
Land Development	Subdivision/Master-Planned Communities; Commercial and Industrial Development
Governmental Permit Processing	Support services to coordinate and process permits through governmental agencies .

- *Experience in Working with Local Cities:* Our key staff members have served public agencies in various capacities including City Engineer, City Traffic Engineer, Building Official, Project Manager, Planner, and Inspector. We are accustomed to working with governmental agencies in every facet of planning, building, and public works, and our staff has an unparalleled understanding of public agency issues, procedures, and policies.

- *Turn-Key Service Capability:* The Firm serves as turn-key program and construction manager on large and complex engineering projects by providing a full service capability of comprehensive services to its clients from initial planning and design, systems engineering and technical assistance, permitting, program and construction management, and operations and maintenance services. The Firm has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects, including Public Works and Infrastructure Improvements; Institutional Buildings; Commercial and Retail Buildings; Transportation and Parking Facilities; Sports and Recreational Facilities; Residential Development.

- *Experience in Federal and State Funding Programs and Requirements:* The Firm is recognized as one of the foremost expert firms in the State and Federal funding programs and procedures. We have managed numerous projects under HUD/CDBG, FTA, DOT, FHWA Federal requirements. On most of these projects, our services were provided from design, through construction, including enforcement and monitoring of Davis-Bacon Act Wages, Labor Compliance. The Firm's Grant Writing and Funds Management services enable our municipal and agency clients of any size to find potential funding sources, and to prepare competitive applications. Additionally, after funds are awarded to a client, The Firm can ensure compliance with state and federal funding requirements. In the past few years, The Firm has facilitated over $100 million in funds for our clients' public works projects and transportation improvements.

- *Experience in Construction Claims:* The Firm staff also provides their expertise in the construction

field to law firms and universities. Some of our key staff members serve as expert witnesses for construction claims and defects, and teach Engineering, Land Development, Planning, Construction and Project Management class at the Cal State San Bernardino University, International studies.

- *Quality Control/Quality Assurance (QC/QA):* The Firm has a proven track record in providing high quality engineering services which result in minimal problems during implementation of projects. Our extensive experience coupled with our in-house QA/QC program prevents design errors and change orders. Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing and inspecting the project. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on time and budget

- *Federally Audit and Approved Accounting System:* Our firm is involved in major projects with various governmental agencies, including Federal Government. Our accounting system is audited and approved by federal Government and found in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statues, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).

SECTION D: Staffing Plan

Due to the inherent variability in the schedule and performance of third parties, our staffing approach is flexible. While we have assigned and are prepared full staffing as necessary to the project, our staff will work as necessary and flexible manner. We will adjust staffing levels as the project progresses and as needed, but, we will be responsive and add additional staffing when there is a need to ensure the project is managed in the most cost effective and efficient manner.

Our team members have the capacity to perform the requested services according to the proposed schedule, and complete the services required for this project within budget and schedule.

Our approach is to be responsible and accountable for all aspects of the project. This will involve the appropriate level of communication with City Staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before they result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City Staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

BILLING RATES AND RESOURCE MATRIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, Resumes, **Billing Rates**, **Resource Matrix**, and Other Required Forms (Required Statements per The RFP) are attached in the appendix section of the proposal.

SECTION E: Work Plan and Schedule

E.1. PROJECT MANAGEMENT AND DELIVERY APPROACH

Our approach is to be responsible and accountable for all aspects of the project in order to deliver the project on-time and on-budget. This will involve the appropriate level of communication with city staff required to address issues that may impact the project's delivery in a manner that will address any scope, schedule, or budget related issues in a prompt and efficient manner before the result in any major impacts to the project's delivery. Clear and well maintained channels of communication between Transtech and City staff will be critical in the efficient management of this project so that Transtech staff is provided with sufficient information and direction in a manner that does not overburden City staff.

We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the client with the highest quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization. They provide Project Managers specific instructions on critical items to check/recheck and allow them to efficiently finalize projects. The following paragraphs describe our approach to deliver projects in an efficient and cost effective manner:

- **Project Management:** Our approach is to provide proactive management to control every aspect of a project in detail to identify potential issues and problems in advance and take corrective actions before they become major problems. This requires extensive hands-on knowledge, and management skills of the people involved in the project's management and inspection. Our team members have extensive experience and proven track record in managing such complex projects and bringing them to a completion on-time and on-budget. Our staff members have educational background and are licensed and certified as engineers and inspectors. They have been represented both public agencies and private developers/contractor on similar projects. They are seasoned industry veterans, and will manage this project in the most efficient manner. Key project team members will attend regularly-scheduled project status meetings with the City and other involved agencies throughout the project's duration. We will keep a detailed record of communication that will include directions given by City staff and actions taken by our team. These systems are structured such that recall of critical information is readily available. We will provide project status reports which updates, at a minimum, the status on the project's scope, schedule, budget, and pending issues requiring attention.

- **Quality Control and Assurance Program:** Quality Control and Assurance is an important process in our project management approach. This process provides for the objective and thorough review of completed work products at multiple levels. We provide an extensive check of the plans before each milestone submittal. This check is provided by senior engineers with experience in the applicable field. We have an extensive in-house Quality Control and Assurance Program to prevent design errors and construction change orders.

- **Design Review:** Our multi-disciplinary team of design professionals with extensive professional experience in similar projects. Our preferred approach is to engage in review documentation, response/reconciliation meeting cycle for each design phase. Each cycle's receipt of design documentation is the basis of design, plans, specifications and calculations. The documents are reviewed by each discipline along with the construction manager to validate design team approach to the project program requirements and identify code element, buildability items for consideration, adjustment and/or incorporated by the Design Team. Review comments are documented with our

web based review program and made available to the entire team through the web browser access and electronic files. After a short review period for the Design Team, a coordination/information meeting is held to discuss comments and ensure that the Design Team and other parties fully understand the intent and essence of the comments. Our teams early "catches" of these and similar design compliance issues have presented significant late phase document modification on numerous projects we have reviewed.

- **Constructability Reviews:** Our constructability reviews follow a similar process to design support review with a different focus. We prefer to do both reviews concurrently for efficiency, with early phase focus on design support issues moving to predominantly constructability, buildability and coordination in later phases. Our comprehensive database offers management tools that will allow all team members to review drawings simultaneously and track design progress and comment resolution.

- **Value Engineering:** We approach value engineering as a continuous and evolving function throughout the entire preliminary and design phases. Value engineering is treated as an integral part of developing design criteria and ultimate incorporation into the project plans, specifications and estimates. Integrating value engineering throughout the project significantly reduces the chance of a major design alternative being identified by a "value engineering team" after the project is designed, which would cause a tremendous redesign effort and considerable time delays.

- **Cost Estimating:** We use a variety of methods to generate accurate cost estimates. These include "Check Bids" developed from both internal and external private sources. Our estimators all have construction field backgrounds and pull in that additional perspective to cost estimating from project concept/feasibility through change orders to address your specific needs. A methodology of communication, technical resources, and analytical thinking shaped by experience is used to reflect projects in terms of costs. Our estimating database, based on our experience at construction, is continually reviewed and updated for current labor rates, equipment rates, and material pricing. We also utilize the construction schedule to determine cost escalation over the course of construction. Typically escalation is included to the mid-point of the construction schedule. We will work closely with our procurement team in order to track the trends in volatile materials such as steel and concrete. We also monitor local construction labor markets and unions to forecast trends in labor rates. These costs are tracked throughout the estimating process to insure there are no last minute surprises.

- **Third Party Coordination Public and Regulatory Agencies:** One of the most common schedule delays occurs during the review and approval process with the public and regulatory agencies . Our approach is to initiate communications with agency staffs early in the project development. Meeting with agency staff during design development and in order to gain a clear understanding of their specific requirements and standards, is key to avoiding any major revisions or conflicts in later project phases that may result in costly scope revisions. This early communication also establishes an understanding of the project schedule, when the plans will be submitted, so that the local approval agencies can plan ahead to review and approve the project plans in a timely manner.

- **Methodology for communication to inform City on work progress:** Key project team members will attend regularly scheduled project status meetings with City staff throughout the project's duration. All project-related directions, and commitments made by city staff will be incorporated into the project's record of communication and the status of each issue.

- **Approach to Cost Control and Change Orders**
  Two feasible methods exist for practical control of publicly funded construction costs. One is *proactive* and the other is *reactive*.
  - *Proactive* cost control is achieved by putting sufficient effort into the plan and specification preparation to minimize potential change orders.
  - *Reactive* cost control occurs during the review of change order requests submitted by the contractor. A variety of techniques are employed when reviewing submitted change order requests.

  We evaluate monthly costs/expenditures based on an actual field review and documentation. The documentation is used as both criteria for evaluating the accuracy of costs/expenditures, and as input for review of the cost-loaded monthly progress schedule. An accurate schedule of values and baseline schedule are fundamental to this analysis. Base contract work, as well as changes to the work, is also progressed and quantified. Any differences between the original estimates and actual costs/expenditures are identified. We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost effective manner.

- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery**
  Understanding how the component pieces of a Project and the necessary sequencing are critical to the successful completion of the Project. We use various project management software depending on the nature of the Project to ensure proper schedule development, document control, including RFI's, submittals and plan review. The regular maintenance and updating of the schedule quickly identifies areas that can be accelerated, and those items that may need additional attention and oversight. We ensure that the contractor's construction baseline schedule has properly identified the project scope, critical path, project milestones, target dates, phases, and sequences of work, activity durations, activity float and relationships between activities. Interrelationships with various projects phases, and interfaces with Owner activities are verified to ensure proper coordination with the existing operations. We ensure that the baseline schedule considers access coordination; staging and lay-down areas and seamless transition and interfaces between the new and existing facilities, and any operation to be maintained on-site. When significant activities show that they are slipping from the baseline, we work with the contractor to develop "recovery plans" and verify that the plans are achievable and are implemented to have the desired effect. We incorporate progress information recorded on the Inspector's Reports to verify actual progress in the monthly schedule. These reports clearly identify and document if any delays occurred and what caused the delays. This approach enables all involved parties to anticipate potential delays early in order to proactively manage the schedule.

- **Methodology for Generating Bidder Interest**
  The bids are advertised in various trade publications, such as McGraw-Hill Construction Dodge-Green Sheets, Contractors Info Network, Bid America, Reed Construction Data. We also contact qualified contractors and inform them of the upcoming project. By the time the construction documents area ready for bid advertisement we have a data base of contractors who have known about this project in advance. This increases bidder interest and participation significantly.

- **Promote participation in the bidding by local subcontractors and vendors**

Often, on large and complex projects, small local subcontractors and vendors do not participate in the bidding. We work with local Chamber of Commerce and organizations and conduct outreach to promote participation of local businesses in the bidding process as subcontractors and vendors, so that some project funds can be kept in local economy, resulting in the creation of more local jobs.

- **Contractor prequalifying**
  If desired by the City, we can conduct a contractor pre-qualifying process. Public Contract Code section 20101 authorizes local public agencies to prequalify contractors before allowing them to bid for public works projects. The key points are:
  - A public agency may require contractors to submit standardized questionnaires which seek information necessary to determine whether the contractors have met prequalifying standards. Uniform subjective rating systems must be used to determine the minimum requirements permitted for qualification to bid.
  - Agency must have procedures in place which allow contractors to appeal decisions that they are not qualified to bid, which will result in review and conclusion prior to the submission of bids.

- **Construction web-site:** If the City desires, we can establish a construction web-site and web-cams for real time monitoring of construction progress on internet. The following is a sample of our current website for the State Route 71 and Mission Interchange construction project. www.mission71project.com.

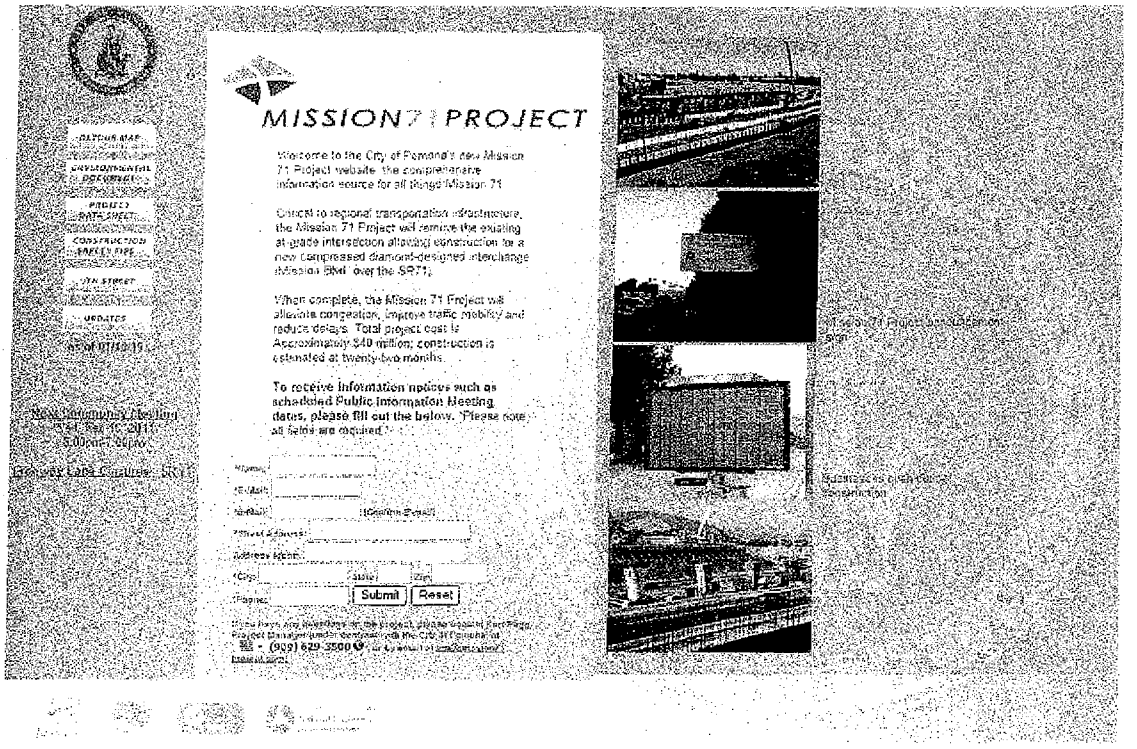

- **Quality Control and Assurance**
  Quality Control and Assurance will be consistently and thoroughly applied throughout project's duration. Assigned Quality Control and Assurance staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities.

A detailed description for Quality Control and Assurance is provided in Section F of the proposal.

E.2. SCOPE OF WORK

E.2.1. Project Management Consultant (PMC) Services

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.

2. Conduct and attend all applicable meetings with all applicable stakeholders. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager.

3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

4. Schedule, facilitate, and attend public meetings as necessary.

5. Provide progress reports at a minimum on a monthly basis.

6. Compose all correspondences to keep the project on schedule.

7. Attend and present the project to City Council as required.

8. Check all contract documents to ensure compliance with the Caltrans Local Assistance Procedure Manual (LAPM) and funding requirements, as required for the SLPP grant.

9. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

10. Prepare reimbursement requests and invoices to Caltrans for the SLPP grant in accordance with the City - State Program Supplemental Agreement (PSA).

11. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.

12. Prepare agreements and assist with issuance of Purchase Orders.

13. Coordinate with all applicable agencies/utilities including the preparation of inter-agency agreements.

14. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.

15. Prepare project update write-ups for distribution to media and public.

16. Assist with annual Capital Improvement Program (CIP) budget update or funding programming where necessary.

17. Investigate and coordinate all utility conflicts with utility owners. Prepare applicable utility notices and coordinate with utility companies for relocation of interfering utilities.

18. Issue all necessary Notices to Proceed (NTP).

19. Assist with review and process of all invoices (City staff will approve).

20. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related support services, services of specialty Consultants/Contractors needed during construction, such as Surveying, Geotechnical, Material Testing, Deputy Inspection, etc.; coordinate and schedule these services; and review proposals as necessary.

21. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.

22. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.

23. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

24. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

25. Oversee and provide review and concurrence of all applicable reports i.e. Geotechnical Report, Traffic Study, Environmental Documents, Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, Easements incl. temporary construction easements and all other applicable project documents. The Consultant shall prepare the Notice of Intent (NOI) for the SWPPP Plan through the Regional Water Quality Control Board.

26. Ensure that all appropriate communication, correspondence, and reports are completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:
    - Various City Council Staff Reports.
    - Utility correspondence letters and e-mails.
    - Federal, State and local correspondence.
    - Federal, State and local documentation required for the project.
    - Right-of-way related documents and correspondence.
    - Necessary communication and reports to the funding agencies.

27. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and bidability, constructability, and claims avoidance emphasis.

    a. Review of existing geotechnical/geologic maps, reports or other related documents to ensure that the project Plans and Specifications have adequately addressed geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc

    b. Verify that the plans and specifications adequately address the drainage and utility challenges of the project site.

    c. Confirm that the existing field topography conditions are correctly addressed in the final PS&E

    d. Evaluate the plans and specifications for ADA compliance

    e. Confirm all necessary rights of way needed for the project have been acquired and provide independent review of property surveys, plats, and legal descriptions to ensure accuracy of the documents.

    f. Confirm that all permit (incl. environmental mitigations) requirements are adequately addressed. The Consultant shall identify all environmental concerns for the specific improvements and coordinate with the applicable agencies for requirements to be addressed in the plans and specifications for applicable project conformance.

    g. Confirm that all traffic control requirements are adequately addressed in accordance with the latest update of the MUTCD.

    h. Confirm that the bid schedules including any additive alternatives adequately captures all scope of work required of the contractors.

    i. Confirm that the engineer's estimate for the various bid schedule items adequately reflect the ballpark costs for the work item at the time the project is advertised for bid.

    j. Confirm the PS&E package is complete and ready for public bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs

28. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.

29. Review the Aquabella development's Conditions of Approval for conditions applicable to the street improvement designs.

30. Provide plan check summary update at each plan check level and meet with the City Program

Manager to review appropriate plan check redlines/comments.

31. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated to ensure a comprehensive set of Final PS&E is prepared ready for bid.

32. Consultant shall coordinate any adjustments to the final design plans and corresponding documents with the applicable design consultant/utility to reduce the scope of work to match available budget in accordance with City-specified priorities.

33. The PMC shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the California Public Contract Code for municipal agencies and shall provide support during bidding and construction. The required Design and Project Management Consultant Services shall include, but not be limited to:

    a. Prepare and coordinate bid notices to be advertised and posted at various plan rooms, trade publications and on the City's website.

    b. Prepare bid packages for distribution as necessary.

    c. Maintain plan holder's list

    d. Schedule and conduct pre-bid meetings and site visits, if held.

    e. Provide responses to bidders' questions.

    f. Prepare and issue addenda if required.

    g. Coordinate and attend construction bid opening at the City Clerk's Office. Evaluate and check all bids submitted are complete and consistent with established requirements.

    h. Evaluate and check all bids to establish the lowest responsive and responsible bidder.

    i. Check references and licenses of bidders.

    j. Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.

    k. Attend the City Council meeting for award of the contract, available to answer questions, and defend the project.

    l. Prepare, coordinate, and process Notice of Award, Agreements, and Purchase Order.

    m. Review insurance, bonding, and other required documents.

    n. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during bidding process and pre-construction meeting. The Project Manager Consultant shall coordinate with the applicable Design Consultant in preparation of addenda necessary due to omissions or conflicts in the design.

34. Provide all applicable project management oversight of the CMC (in accordance with Part 2 herein), CIC (in accordance with Part 3 herein), construction contractors, utilities, agencies and all construction related activities. This must include coordination of all conflicts in the design that may have been identified during the construction as well. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

35. Review and process all reports, invoices, agreements, contracts, contract/construction change orders, request for information, claims, notices and other applicable documents during construction to ensure project is running smoothly within budget and on time. Coordinate and follow-up on all claims, notices, non compliance issues, etc. that may have occurred during the construction phase.

36. Coordinate all close-out activities after construction is completed including coordination with all jurisdictional environmental agencies, permitting agencies, utilities, etc.

37. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

38. Present the City with a complete project close-out file including performing such other project related duties as may be required by the City.

39. Perform warranty walk within one (1) year of the Notice of Completion and coordinate all follow-up activities needed to ensure successful closure of project issues.

E.2.2. Construction Management Consultant (CMC) Services

The Construction Management Services shall include general project management activities to project closure as well as full-service construction management during the construction phase of the project. The Construction Management Services may also include Inspection Services or oversight of the Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Construction Manager to anticipate the need and to provide or recommend the additional services required. The City Program Manager will make the final decision with regard to utilizing the Inspection Services, or to select an Inspector through other accepted means.

E.2.2.1. General Services

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain construction related specific schedule identifying the critical path for expeditious project completion.

2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.

3. Schedule, facilitate, and attend public meetings as necessary.

4. Attend and present the project to City Council as required.

5. Check all contract documents to ensure compliance with the Caltrans LAPM and funding requirements, as required for the SLPP grant.

6. Prepare all submittals to Caltrans Local Assistance in accordance with the LAPM and other Caltrans requirements, as required for the SLPP grant.

7. Prepare reimbursement requests and invoices for Caltrans and other funding agencies for the SLPP grant.

8. Prepare agreements and assist in processing Purchase Orders.

9. Issue all necessary Notices to Proceed (NTP).

10. Review and process all invoices (City staff will approve).

11. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Special Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.

12. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager. At a minimum, Project files will be organized to include the information indicated below:
    - Project Personnel
    - Correspondence
    - Weekly record of working days
    - Materials Data
    - Engineer's Daily Reports
    - Contract Item Pay Quantity Documents
    - Contract Change Orders
    - Extra Work Reports
    - Progress Pay Estimates and Status of Funds
    - Labor Compliance and EEO records
    - Contractor's Payrolls
    - Final Report
    - Materials Certificate
    - DBE Records

13. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.

14. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local

requirements.

15. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.

16. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

E.2.2.2 Construction Management Services

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other construction, as required.

2. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.

3. Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

4. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.

5. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

   Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

   a. Review requests for CCO received from the Contractor to ensure validity and applicability of costs based on the scope of work.

   b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.

   c. Assist the City with concurrence of the Design Consultant in CCO negotiations.

   d. Submit recommendations to the City relative to change order requests.

   e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.

   f. Prepare staff report(s) for City Council approval of CCO, if necessary.

6. Ensure that contractor's daily work effort is documented.

7. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.

8. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).

9. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, applicable structural components or as otherwise required.

10. Coordinate and schedule SCE service for applicable appurtenances.

11. Coordinate and schedule telephone service with the City's Telecommunications Engineer or directly with Verizon.

12. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.

13. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

14. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.

15. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.

16. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.

17. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.

18. Maintain the record copies of the following:

    a. Plans, specifications, and contract documents with all changes and modifications.

b. Permits.

c. SWPPP and WQMP

d. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.

e. Material testing and certification reports in accordance with the City's Quality Assurance Program (found on City's website)

f. Progress payments, inventories, and applicable codes.

g. Contractor's reports, correspondence, certified payrolls, and accident reports.

h. Survey and layout data and certifications, photographs of as-built locations and depths.

i. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.

19. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the City's Program Manager regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

20. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

21. Identify and report potential contractor claims and recommend resolution.

22. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.

23. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.

24. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.

25. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the City Program Manager with concurrence from the Design Consultant.

26. Incorporate approved changes as they occur.

27. Review, comment and recommend processing of invoices for progress and final payments.

28. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the City Program Manager when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the CMC.

29. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.

30. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

31. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.

32. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

33. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days or immediately if the situation warrants.

34. The Consultant shall be required to document and submit weekly written progress reports to the PMC and City Program Manager on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project.

35. Verify the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.

36. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.

37. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.

38. Perform any necessary management services during the warranty period of the construction

contract.

39. Address any business owner's and property owner's concerns and inquiries.

40. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.

41. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.

42. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

43. Coordinate all red-line comments prepared by the Contractor and project inspector through the Design Consultant to place as-built information on the Mylars. The as-built drawings must be obtained from the contractor prior to the release of the final retention payment.

44. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.

45. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings

46. Present the City with a complete project close-out file.

47. Perform such other project related duties as may be required by the City.

48. Perform warranty walk within one (1) year of the Notice of Completion.

49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

E.2.3. Construction Inspection Consultant (CIC) Services

In general, the Consultant Construction Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.

2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.

3. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.

4. Monitor extra work.

5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.

6. Attend the weekly construction meetings.

7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the PMC, CMC and City Program Manager by the next business day. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the PMC, CMC and City Program Manager may require. The Consultant shall make the log available to the City.

8. Document all Contractor delays, reasons for delay, length of time for delay, and Phases of work.

9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.

10. Coordinate and schedule with geotechnical, survey and special inspection firms or City Building and Safety inspectors based on project construction progress and contractors' requests.

11. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.

12. Measure and tabulate contract quantities.

13. Review the Contractor's invoices and independently verify completed work and all quantities.

14. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.

15. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.

16. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.

17. Possess a lap top with internet to access emails and electronic files in the field.

18. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.

19. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a ½ hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.

20. Perform other related duties as required.

SECTION F: Quality Control and Assurance

Quality Control and Assurance (QC/QA) will be consistently and thoroughly applied throughout project's duration. Assigned QC/QA staff will be technically qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records will be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings will be held twice a month. The Consultant will be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks will be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. Monthly updates will be furnished to the City's Project Manager.

The main objective of the Quality Control process for design projects is to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. This process' outcome is the production of design plans and construction documents that accurately reflect the City's scope, schedule, and budget expectations for the project.

A secondary goal of the Quality Control process is to provide for a thorough documentation of the project's design process. A properly documented project file is a by-product of the quality control process. This will enable the City to substantiate its position from properly documented project files if any legal, political, or procedural issues arise regarding the project.

The Quality Control process includes comprehensive project planning, providing clear decisions and directions, constant supervision, immediate review of completed activities for accuracy and completeness, and documenting all decisions, assumptions and recommendations. Quality Control does not solely consist of a review after a product is completed. It is an approach and a realization that a product's ultimate quality is based on the quality of its production process.

As part of the initial project development, we will submit to the City for review and approval, a Project Specific Quality Control Plan, which will detail the proposed methods or processes of providing quality control for all work products. This plan will be kept current with the work requirements. The plan will include, but is not limited to, the following areas:

- Organization.
- Quality Control Reviews.
- Proposed method of documentation of comments, coordination responses and quality assurance records.

Submittals will be checked prior to presentation to the City for review. The review will include the following activities:

- Compliance with project requirements.
- Technical accuracy and adequacy.
- Compatibility with other associated project documents.
- Compliance with previous review comments.

In summary, our QC/QA is a systematic and documented review of each submittal phase/level, which will achieve a complete biddability/constructability/claims avoidance review and necessary revisions incorporated in the bid package at the 95% level completion.

SECTION G: Additional Relevant Information

TRANSTECH'S UNIQUE EXPERTISE AND SUCCESS IN FUNDING AND GRANTS

One of our unique expertise is in the area of public funds administration as demonstrated in our successfully track record in working with cities and local government agencies to secure funding for various local projects and programs. Since 2005, Transtech has secured approximately $100,000,000 in public funding for its clients.

Our practice and approach in this area involves maintaining an extensive knowledge and understanding of current regional, state, and federal funding programs and procedures, and monitoring the development of future program or funding opportunities.

We use this knowledge base to work with our clients to improve their ability to secure and administer project financing, and to implement the resulting projects in a timely and cost-effective manner. The approach differs significantly from a more traditional approach where consultant assistance is used merely to prepare competitive grant applications in hope of securing funding for a specific project. We feel that an agency's ability to secure funding for a project depends on several factors including the project's level of completeness (having a well defined and defensible budget, scope, and schedule), the level of consistency between the proposed project and local policies and a funding program's guidelines and requirements, the quality of the information contained in a grant application, and an agency's ability to implement the project in a timely manner. This approach, as a result, focuses on improving the ability of our clients to successfully compete for funding through a competitive process rather than simply providing assistance to complete the required funding requests.

APPENDIX

As required by the City's RFP, Section V. CONSULTANT'S PROPOSAL AND COMPENSATION, **Resumes**, **Billing Rates**, **Resource Matrix**, and **Other Required Forms (Required Statements per The RFP)** are attached in the appendix section of the proposal.

ROBERT QUINTERO
Contract Principal/Manager

EDUCATION

Master of Business Administration Degree, University of Redlands.

Bachelor of Science Degree in Urban and Regional Planning, California State Polytechnic University (Cal Poly), Pomona.

Edison International Executive Leadership Program

REGISTRATION

California Licensed General Contractor, B

SUMMARY

Mr. Quintero has approximately 20 years of experience in urban planning, management of municipal public works projects and operations, CIP (Capital Improvement Program), city administration, public and governmental affairs. He served as Principal Project Manager for the design, construction and management of a variety of Public Works and Infrastructure projects.

Prior to joining Transtech, Mr. Quintero worked for the City of Commerce and Southern California Edison (SCE), one of the largest energy utility firms in the world.

His experience at the City Commerce included working in various positions, including as Planner, Assistant to the City Administrator, Assistant Director of Public Services/Public Works, and finally as the City's Acting Director of Public Services/Public Works, and managed a department budget and infrastructure worth approximately $500 million.

At SCE, Mr. Quintero served as the company's Regional Manager for the Port of Long Beach and the cities of Avalon, Signal Hill, and Long Beach the fifth largest city in California and home to one of the largest commercial ports in the world.

As Vice President at Transtech, Mr. Quintero is responsible for corporate operations, business development, client relations, public and governmental affairs, project development and management oversight. With his ardent analytical and strategic management skills, Mr. Quintero provides strong leadership and exemplary public relations etiquette. Mr. Quintero develops and collaborates with primary contacts to protect and to enhance Transtech's position in specific proceedings; he ensures coordination with corporate policy and objectives on a broad range; he protects and transacts all phases of the company and customer business, and governmental affairs activities at the corporate level; and he facilitates and maintains close, long-term working relationships with governmental agencies.

PRIOR EXPERIENCE

City Of Commerce

Mr. Quintero started his professional career with the City of Commerce. While with the City, Mr. Quintero acquired an extensive management portfolio of economically, environmentally and technologically sound projects under the titles of Assistant Planner, Associate Planner, Assistant

Director of Public Services/ Public Works, Assistant to the City Administrator and finally as the City's Acting Director of Public Services/ Public Works. Robert was also responsible for representing the City of Commerce at the State Capitol in Sacramento as an advocate on legislative matters concerning land use, transportation, gaming and public works, are just a few of the myriad ways in which Mr. Quintero's leadership benefited the City of Commerce. In addition, Mr. Quintero was the Liaison and Political Ambassador to the City of Commerce/Aguascalientes Mexico Sister City Association.

Southern California Edison (SCE)

After several years with the City of Commerce, in 2002, Mr. Quintero joined Southern California Edison (SCE), as Region Manager of Public Affairs. At SCE, Mr. Quintero served as the company's representative to the Port of Long Beach and the cities of Avalon, Signal Hill and Long Beach, the fifth largest city in California and home to one of the largest commercial ports in the world. He managed the development of the company's position on federal, out-of-state and local legislative matters. He represented SCE before legislators, and industry organizations with regard to legislative and public affairs policy. He assists with the advocacy of the Company's position to provide advance notice of potentially significant legislative actions that may impact the company and took the necessary actions to protect the company's interests. He also organizes and coordinated with internal staff and resources, as well as took the lead in designing and implementing strategies to resolve issues affecting the company and its customers. As a SCE Region Manager, Mr. Quintero set standards of excellence with which the SCE name is proudly synonymous through his active support of and participation in programs that improve the lives of citizens in the community that SCE services. At SCE, Mr. Quintero successfully completed Leadership @ EIX Program. The Leadership @ EIX Program features a structural career development process for high performing employees who exhibit the corporate leadership competencies and may, with development, advance to a manager and senior leadership position.

Associations and Community Service

Founding Vice-President and currently serves as Senior Vice President to Embracing Latina Leadership Alliances (ELLAS) and is Vice President of the California Corporate Hispanic Council Leadership Institute (CCHCLI).

His memberships include the American Planning Association (APA), the American Public Works Association (APWA) and the American Water Works Association (AWWA).

MICHAEL ACKERMAN, PE
Project Manager, Construction Manager, RE

EDUCATION
- Bachelor of Science in Engineering, the University of Iowa

REGISTRATION
- Registered Civil Engineer

CERTIFICATIONS
- Resident Engineer Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for Resident Engineers, Caltrans
- Asphalt Pavement Fundamentals: Design, Construction, and Rehabilitation
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

HIGHLIGHTS
- Experience includes working for Caltrans.

SUMMARY

Mr. Ackerman has approximately 15 years of experience and participated on numerous multi-disciplinary teams dealing with the design and construction of civil and transportation engineering, urban and rural development, and public works projects. His prior experience includes working for the City of San Bernardino and Caltrans, District 8 in San Bernardino.

Recently, Mr. Ackerman has served as Deputy RE and Deputy Construction Manager for the State Route 71 and Mission Boulevard Grade Separation Project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.

PROFESSIONAL EXPERIENCE

City of San Bernardino: At the City of San Bernardino, Mr. Ackerman held the position of Associate Engineer under the City Engineer of the Division of Public Works in the Department of Development Services. There he was involved in a number of projects, including Development Review and Plan Check, design and review of Street Improvement Plans, Rough and Precise Grading Plans, Sewer Plans, Storm Drain Plans, Street Lighting Plans, Storm Water Pollution Prevention Plans, Water Quality Management Plans, Geotechnical Reports, and Hydrology/Hydraulic Studies, land development, industrial, commercial, residential, and transportation development projects including Tract and Parcel Maps. He also directed and performed plan check of improvement plans submitted by developers to the City. Also, he represented the City of San Bernardino at the South Tehachapi Management Team meetings, coordinated with San Bernardino County Flood Control and FEMA for the certification of City levees and updating of the Flood Insurance Rate Maps (FIRM), and oversaw permitting and tracking of Land Development Projects through the Division of Public Works/Engineering. In addition to this, Mr. Ackerman has worked intimately with Planning and Building and Safety Divisions on Land Development Projects.

Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.

- ***Design Division:*** Designed plans, specifications, and estimates for the

rehabilitation of Route 10 freeway from the Riverside/San Bernardino County line to Beaumont.

- ***Traffic Operations Division:*** Performed studies and analyses to interpret and mitigate above average accident volume areas on highways and freeways. Also, he performed stop sign and traffic signal warrant studies.
- ***Construction Division:*** In the Construction Division, Mr. Ackerman was Resident Engineer for various projects including Watson Wash Bridge Replacement Right (Rte 40), Replacement of Drains and Earthwork (Rte 40), and Fenner Overhead Bridge Replacement (Replacement of two bridges over BNSF Railroad, Rte 40).

Mr. Ackerman served as Project Engineer and/or Construction Manager/Resident Engineer on a number of roadway projects. Recent similar projects include:

- City of San Bernardino, Via Duct Boulevard/2nd Street Realignment Project: Prepared PS&E and served as Construction Manager/Resident Engineer. Cost $1.5M.
- City of Alhambra, Polar Boulevard Rehabilitation Project: Federally funded project as part of Stimulus Program. Served as Construction Manager/Resident Engineer. Cost $1.2M.
- City of Baldwin Park, Francisquito Avenue Overlay Project; Ramona Boulevard Overlay Project: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3.5M.
- City of Commerce, Garfield Avenue Telegraph Road to Malt Avenue Street Improvements; Eastern Avenue Pavement Overlay Stevens Thru City Boundary; Garfield Avenue and Slauson Avenue Intersection Improvements; Washington/Ayers Intersection: Federally funded projects as part of Stimulus Program. Prepared PS&E. Cost $3M.
- CSUSB (Cal State SB University) San Bernardino Main Access Road: Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- City of Alhambra, Alhambra Road Rehabilitation and SRTS Project: Served as Construction Manager/Resident Engineer. Cost $1.2M.

KURT PEGG, PE
Structural Representative/Inspector

EDUCATION
- B.S. Civil Engineering, University of Calgary, Alberta, Canada

REGISTRATION
- Registered Civil Engineer

SUMMARY

Mr. Pegg has over 20 years of construction engineering experience related to highways, roadways and interchanges. He has served as a Senior Project Manager, Senior Estimator, Resident Engineer and Structural Representative. Mr. Pegg has been responsible for some of the largest freeway projects in Southern California, supervision of technical and field staff, change order negotiation and preparation, contract administration, critical path schedule development and review, storm water pollution prevention plan preparation and compliance, claims preparation and mitigation, cost estimating, reviewing and designing structure-related shop drawings, and assuring compliance with plans and specifications.

PROFESSIONAL EXPERIENCE

- **State Route 71 and Mission Boulevard Grade Separation Project:** Served as the Resident Engineer for this regional project. The State Route 71/Mission Boulevard Interchange project involves removing the existing at-grade Mission Boulevard/State Route 71 intersection and constructing an interchange by grade separating Mission Boulevard over State Route 71. Scope includes full construction and program management services as well as public relations, maintaining a construction website, and coordination will all parties. Cost $40m.
- **215/60 Riverside Interchange, Riverside, CA ($317 Million):** Senior Project Manager for the construction of 4 miles of high occupancy vehicle (HOV) lanes and widening of freeways on I-215, SR60 and SR91; Approximately 80 new sound walls and retaining walls throughout the project; major structural improvements at 8 local interchanges; 2 sweeping 'flyover' connector ramps between the I-215/SR60 and the SR91; Improvements to local drainage systems; new truck bypass connector leading from the eastbound SR 60 to the southbound I-215; new bridges at Linden, Iowa and Blaine Avenues providing better access to the University of Riverside. Funding for the project came from a combination of federal, state and local sources.
- **5/805 Interchange and Freeway Widening, San Diego, CA ($176 Million):** Project Manager for the construction of a separate freeway by-pass system from the junction of Interstate 5 and 805 to the Del Mar Heights Road Interchange. The Project also included the construction of a diamond type Interchange at Carmel Mountain Road, and adding of Auxiliary lanes to the existing main lanes. The projects goals were to reduce traffic through the corridor, improve safety through the addition of the by-pass system, and improve access to SR-56 and local roadway systems. Project innovations included building bridge foundations to better withstand earthquakes, eliminate merging and weaving traffic by separating SR-56 and local interchange

traffic from I-5 main lanes. Caltrans partnered with Contractors to ensure the project enabled cost effective construction methods and efficient staging in the interest of time saving to contractors and minimizing travel impact to motorists.

- **SR91/SR57 Interchange Widening, Anaheim, CA ($75 Million):** Project Manager for the construction of the widening of SR91 and SR57 freeways to construct a HOV connector almost a mile in length. The projects goal was to eliminate the weaving of traffic through the interchange caused by the transition from one freeway to the other of the HOV lanes. In order to accomplish this both freeways had to be widened and this required new bridges to be constructed at State College Boulevard, Placentia Avenue Overcrossing, Sunkist Avenue Overcrossing, Mira Loma Overcrossing, and La Jolla Overcrossing. New retaining walls and soundwalls were necessary to support the widening of the freeways along with new drainage improvements. The Contractor was awarded the gold medal in partnering from Caltrans for working through difficult construction issues and to expedite project bringing it in on time and under budget.
- **SR 55 Widening, Orange, CA ($40 Million):** Project Manager for the construction of approximately two and a half miles of freeway widening on SR 55. This project required the construction of two new bridges, retaining walls and soundwalls. Improvements were made to the interchange at Lincoln Ave and SR 55 to support the widening and the end result was an increase in traffic flow and a decrease in congestion on the SR 55 freeway.
- **Ave "H" Overcrossing, Lancaster, CA ($10 Million):** Project Manager for the construction of Avenue "H" Overcrossing. This project was part of the ever increasing development of the outer LA area. The project required street and drainage improvements to support the new bridge over SR 14 freeway.
- **I-10 Freeway at Palm Drive/Gene Autry Trail Interchange Project, Palm Springs, CA ($16 Million):** Resident Engineer / Structure Representative for the construction of a new cast in place post tensioned box girder bridge over the I-10 Freeway. A precast "I" girder widening over the BNSF railway tracks and the roadway widening of Palm Dr.

MICHAEL J. SCHNEPF
Principal Public Works Inspector

EDUCATION
- SDSU, CA 1977
- SDSU Extension: Construction Technology

Awards:
- Best Project, American Concrete Institute for The Falls at Rancho Bernardo

SUMMARY
Mr. Schnepf has approximately 30 years of experience in general engineering/public works and building construction projects. In these capacities, he has been responsible for more than $500 million worth of private and public works construction projects in Type A and Type B construction. He has inspected numerous federally funded projects in compliance with Local Assistance Procedures Manual, as well as projects under Caltrans' jurisdiction.

PROFESSIONAL EXPERIENCE
- **General Public Works Inspection:** Worked at various Cities under Transtech contracts as Senior Public Works Inspector. Projects inspected include, all aspects of new infrastructure construction and reconstruction, parks, ball fields, landscape aquatic facilities, fire stations, piers, skate parks, airports, coastal and recreational facilities, playgrounds, water and sewerage systems (including distribution mains (to 120 inch), mainlines, service laterals, lift & pump stations, domestic and reclaimed water systems, fire lines, backflows, pressure reducing stations, valve cut ins, line stops, line freezing, gravity and force mains and grease interceptors.
  - **Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra:** Served as the Principal Inspector and Construction Manager for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.
  - **Avenida Pico Widening, San Clemente:** Widening of Avenida Pico from I-5 to Avenida Del Cerro including improvements to San Clemente High School. Widened arterial roadway within very limit time frame on a 24 hour a day schedule. High School kept open as were all businesses. Was

accepted by State Architect to perform all onsite inspection of improvements on school property.

- **Smart Corridor, Washington Avenue Culver City:** Coordinated and inspected the integrated Smart Corridor consisting of 51 fully reconstructed and signalized intersections with interconnect and monitoring in Culver City. Interfaced with Caltrans along the I-405 corridor.
- **Skypark Signalization and Widening, Torrance:** Provided construction management and inspection for widening and signalization of Skypark Drive and Madison Street. Interfaced with Edison for relocation of high voltage primary lines and street lighting, FAA personnel at Zamperini Field Airport and Administrative Staff at Torrance Memorial Medical Center. Twenty four hour access to all businesses and facilities were maintained.
- **City of San Clemente, multiple locations:** Provided inspection, design review and plan check for new and retrofits at over 40 intersections during a span of eleven years. Interconnect and camera detection systems. Interfaced with Caltrans along the I-5 corridor.

- **Grading:** Provided grading inspection from initial clearing & grubbing through rough grade and precise grading on projects ranging from 4,000 sq. ft. lots to 3200 acre master planned subdivisions. In many cases provided or assisted in engineering plan check processes. Provided all aspects of inspection for caissons, tie-backs, geotextiles, sub-drains, de-watering wells, wicking systems, benching, buttressing, minor & mass grading operations. Worked closely with Paleontologists and Archaeologists during grading operations. Sites have included the most fossil-rich find in Orange County. Retaining walls have included gravity/friction segmental walls, cmu, cast-in-place concrete and shotcrete applications.
- **Traffic Signals:** Project construction management and inspection of traffic signals and interconnect systems in conjunction with widening and total reconstruction of one of the most heavily utilized intersections in Los Angeles County, 190th & Crenshaw in the City of Torrance. Inspection, design review and plan check for new and retrofits at over 140 intersections during a span of eleven years. Interfaced with Caltrans along the I-5, I-10 and I-405 corridors.
- **Reservoir:** Reconstruction of Reservoir 5A and 8, San Clemente: Assisted in drafting specifications for the restoration, reconstruction of two reservoirs in San Clemente. Provided construction inspection services for all stages of construction and monitored deputy coating inspection team.
- **Storm drain systems:** Channel drains, local depressions, catch basins, main lines, head walls, box culverts, lined channels, desilters, detention basins, clarifiers, energy dissipaters, environmental containment, hydrocarbon filtration, in field testing.
- **Other Utilities:** All overhead and underground electrical, water, sewers, communications, gas, and fuel lines including storage facilities.

DAVID RAGLAND, PE, LS
QC/QA

EDUCATION
- Humboldt State University, CA, Bachelor of Science

REGISTRATION
- Registered Civil Engineer
- Licensed Land Surveyor

SUMMARY

Mr. Ragland is a civil engineer and land surveyor with approximately 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction. Estimated valuation of projects that Mr. Ragland has been involved is approximately $1,000,000,000.

PROFESSIONAL EXPERIENCE

General Civil Engineering Projects:

- **CSUSB (Cal State SB University) San Bernardino Main Access Road:** Prepared PS&E and provided construction administration for the project. Project involved design of a new roadway for a length of approximately 1.5 miles, and include street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Campus Parkway Roadway:** Design of a new roadway for a length of approximately 2 miles, and included street, medians, landscape, lighting, traffic signals, water, sewer, storm drain and various other utilities.
- **Cannon Roadway and Sewer:** Design of approximately 2 miles of roadway and 36 inch sewer pipe and pump station. This project required careful consideration to pipe buckling due to the extreme soils conditions of the Agua Hedionda Lagoon. Special bedding techniques were used along with special coupling of the pipes to allow for potential deflection as the bridge abutment and road fill settled.
- **Lopez Canyon Roadway and Sewer:** Design and construction of over 5 miles of roadway sewer ranging up to 36 inches in diameter.
- **Sorrento Valley Boulevard:** Design and construction of 4 miles of roadway.
- **University Development:** Development of a 135 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and educational and training facilities and offices for Cal State SB University.
- **San Elijo Hills Development:** Development of 2000 acre master

planned community including golf course and hotel. Project included preparation of Specific Plan, TM, Final Map, construction plans for all necessary infrastructure, environmental permits and Communities Facilities District.

- **Parkway Business Centre:** Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District.

Drainage And Sewer Projects:

- **City of Commerce:** Master Sewer Study Telegraph Corridor re-vitalization project. Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- **University Park Storm Drain Design:** Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- **University of Riverside:** West Campus Infrastructure, including sewer, storm drain, water, design.
- **San Elijo Ranch Drainage, Sewer and Water Master Plan, San Marcos:** 2,000 acre / 3400 unit master planned community. The project included literally miles of storm drain, sewer and water lines, sedimentation areas, pump stations, booster stations, water reservoirs and force mains. Cannon Road Trunk Sewer and Pump Station - Design of 8-12 inch gravity sewer, 6 and 8 inch force main, pump station and wet well. City of Carlsbad
- **Penasquitos Canyon Trunk Sewer:** PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego
- **Otay River hydrology study and dam breach analysis:** 22,000 acre Otay Ranch project in Chula Vista. Flows up to 33,000 cfs were studied for the Otay River.

Water Projects:

- **City of San Diego:** Green Valley Water line design and construction. 5000 feet, 30" Reinforced concrete water line and pressure reducing station and details for connection to a 60-inch San Diego County Water Authority Pipeline. Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter. Design and construction of Mercy Road pressure booster.
- **City of San Bernardino:** Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- **City of Riverside:** Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.

ALI CAYIR, PE
QC/QA

EDUCATION
- BS Engineering
- MBA, Project/Construction Management, UC Irvine

REGISTRATION
- Registered Civil Engineer
- Licensed Gen Contractor A
- Licensed Gen Contractor B

HIGHLIGHTS
- Served as Contract City/Traffic Engineer for Cities.
- Federally Funded Project Experience: Extensive experience in the state and federal programs and procedures, and in the management of federally and/or state funded projects in compliance with the Local Assistance Procedures Manual.
- Diversified experience in both design and construction.

SUMMARY

Mr. Cayir has approximately 30 years of experience in engineering and construction. He served as contract City Engineer/City Traffic Engineer for a number of municipalities in Southern California. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects.

PROFESSIONAL EXPERIENCE

Civil Engineering Experience

- Project Principal for I-710 Freeway Interim Improvements and Fremont Widening and Reconstruction: Transtech provided Turn-key Services, including Program Management, Construction Management, Design, Surveying, Right-of-Way Engineering, and Environmental. The project included major roadway improvements, removal/demolition of various buildings for additional right-of-way and reconstruction of buildings behind new right-of-way, traffic signals, infrastructure, utilities, pavement, drainage, water, sewer, landscape, street lighting, traffic signal, pavement improvements. Project was funded by Federal Funds, and was managed and inspected in compliance with Caltrans Local Assistance Procedures Manual. (Cost $20m).
- Project Principal for University Park Development/San Bernardino: The project included 2 miles of new roadway, sewer, water, utility and extensive hill side grading for a master planned residential and commercial development on 130 acre site across from the San Bernardino State University. (Cost $20m).
- Project Principal for $20 m Carlsbad to San Diego Rail Trail Project Report, which is funded by State and Federal funds and required complete project and environmental report, including Right-of-Way, Relocation, SHPO, NEPA, SEQA, Noise, Parking, Economic, Hazardous Materials technical studies, and processed through Caltrans and FHWA.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Improvement Project encompassing 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Construction cost $5,000,000.

Construction Management Experience

- Project Principal for City of San Bernardino, Santa Fe Historic Train Depot

Renovation. Transtech is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $13m

- Project Principal for City of Alhambra, Valley Boulevard Widening. Preparation of funding application, securing $5 million Federal, State and County funding, and design, and is currently providing construction management services, including inspection, surveying, resident engineer, federal compliance, labor compliance. Construction Cost $5m
- Project Principal for City of Commerce, Rosewood Community Center. Transtech was retained by the City to take over the management of this multimillion dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City start the move-in process, and 2 months after, the facility was opened to public use. Currently, Transtech is assisting the City in claims analysis and change order resolution. Construction Cost: $15m.
- Project Principal for City of Alhambra Chapel, First St and Garfield Parking Structures: Transtech served as turn-key project manager, including management of design, construction, building plan check and inspection, federal funds, labor compliance for 3 parking structure projects. Chapel: 4 story, 300 space structure; First Street: 4 story, 276 space structure; Garfield: 5 story, 800 space structure. (Cost $15m)

Traffic Engineering Experience

- Design and management of a variety of traffic and transportation engineering projects, including traffic signals (more than 1000 locations), traffic signal interconnect system, street lighting, traffic control, signing and striping design; signal timing and coordination studies; traffic signal management studies; traffic safety projects (OTS) including traffic control device inventories and speed surveys; traffic impact and parking studies for more than 100 projects; and feasibility studies for traffic control measures, freeway access, bikeways and street improvements. Mr. Cayir has also served as consultant Traffic Engineer for various agencies in Southern California.
- Project Manager/Engineer for the preparation of ramp metering, count station, traffic signal, highway lighting, sign lighting, construction signing, pavement delineation, communication, and other traffic related plans for several state highways and freeway improvement projects involving Caltrans Districts 7, 8 and 12.
- Project Manager for the preparation of traffic signal modifications for various arterials in Los Angeles County including Garvey Avenue, El Segundo Boulevard, Crenshaw Boulevard, Slauson Avenue, Rosecrans Avenue, Arrow Highway and Huntington Drive/Alosta Avenue/Foothill Boulevard.

SELIM BOUHAMIDI
Office Engineer/Funding Compliance and Inspection Support

EDUCATION
- MA, Urban Planning, University of California, Los Angeles.
- BA, Anthropology, University of California, Los Angeles

HIGHLIGHTS
- Extensive experience in federal funds and grants and working with Caltrans Local Assistance and local agencies.
- Well versed in Caltrans and Local Assistance construction filing and document system.
- As the primary coordinator of Transtech's federal-aid internal procedural tracking system, Mr. Bouhamidi has been and is responsible for the direction and coordination of several federally funded projects having worked with numerous local agencies including the cities of Inglewood, Baldwin Park, Pomona, Lawndale, and Long Beach.
- Also worked with the City of Riverside Urban Planning Department.

SUMMARY

Mr. Bouhamidi has approximately 5 years of experience, and provides office support to Project Managers and Resident Engineers. He is well versed in Caltrans and Local Assistance construction filing and document system. He also works closely with various Funding Agencies, including Caltrans Local Assistance, and local agencies to successfully secure federal-aid for various construction projects. Mr. Bouhamidi has also worked with the City of Riverside Urban Planning Department. He was responsible for updating the city's property database recording architectural descriptions, and recent demolitions.

PROFESSIONAL EXPERIENCE

- Valley Boulevard Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $2,000,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Project was completed in various phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- New Avenue, from North to South City Limit Rehabilitation Project (Federally Funded), Alhambra: Served as Office Engineer, provided Federal and Labor Compliance services and served as assistant inspector to support the principal inspector for this federally funded, approx. $1,300,000 project, which involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals and other misc. improvements. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Project was completed in 7 phases, including nigh time construction for several phases, to minimize inconvenience to public on this heavily travelled major Arterial.

- City of Alhambra, Josylin Community Center Renovation Project funded by Federal Energy Efficiency and Conservation Block Grant: Served as office support engineer and provided labor compliance services.

- City of Alhambra, Valley Boulevard Reconstruction, Federally Funded Project: Served as office support engineer and provided labor compliance services.

- City of Pomona, Rte 71/Mission: Provided funding support, assisted in E76 processing of various phases, and assisted in labor compliance.

- Office Engineer Federal- and State-Aid Internal Procedural Tracking System: Development of an internal electronic procedural tracking system to fast-track, coordinate, and organize federally-aided projects. This multi-layered, holistic system is process-oriented and developed over a timeline—a steady departure from the topically based and more general approach of the Caltrans Local Assistance Procedures Manual. The system provides swift results by ensuring that a project stays fully on track and is carried out in a timely and efficient manner, while providing personnel with all key reference points, timelines, and resources to complete and track the various ongoing projects. Responsible for tracking all aspects of a federal- or state-funded project beginning with the initial submittal of the funding packet application and signatures. Every step in the transmittal process is reviewed, tracked, and updated. The tracking system also includes follow-ups on federal application forms, which are subject to change after submittal and must be updated so as not to hold up authorization of funding. Working closely with Caltrans Local Assistance procedures, responsible for managing, tracking, and monitoring various transportation projects from a diverse number of cities.

The following are Billing Rates for project staff:

Key Person	Project Role	Billing Rate
Robert Quintero	Contract Principal/Manager	$145
Kurt Pegg, PE	PM/CM, Resident Engineer, Structural Representative	$145
Michael Ackerman, PE	Deputy PM, CM, RE	$145
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	$145
Michael Schnepf	Principal Public Works Inspector	$95
Selim Bouhamidi	Office Engineer/Funding Compliance	$65

As required in the RFP, we are providing the following billing statement:

The above hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.

The following is the Resource Matrix showing hrs per task for each project staff:

Resource Matrix		Project Management Consultant (PMC) Services	Construction Management Consultant (CMC) Services	Construction Inspection Consultant (CIC) Services	**Totals**
Staff	Position	Hrs	Hrs	Hrs	**Hrs**
Robert Quintero	Contract Principal/Manager	250	250	0	**500**
Michael Ackerman, PE	Project Manager, Construction Manager, RE	1,000	1,500	500	**3,000**
Kurt Pegg, PE	Structural Representative and Inspector	100	300	800	**1,200**
David Ragland, PE, PLS Ali Cayir, PE	QC/QA	500	100	0	**600**
Michael Schnepf	Principal Public Works Inspector	200	250	2,000	**2,450**
Selim Bouhamidi	Office Engineer, Funding Compliance and Inspection Support	100	1,000	750	**1,850**
Totals		**2,150**	**3,400**	**4,050**	**9,600**

MV00115295

The following are the required Statements to be included in the proposal per the City's RFP:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
   We agree with the above statement.

2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. The City's standard Agreement will be executed without any proposed changes.
   We agree with the above statement.

3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
   We agree with the above statement, and do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
   We do not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
   We agree with the above statement.

6. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
   The above requested information is provided in "SECTION C: Qualifications and Experience" of our proposal.

   A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
   We agree with the above statement.

7. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
   We agree with the above statement.

8. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
   We agree with the above statement.

9. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
   We agree with the above statement.

10. A statement that the Consultant's hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. All extra work will require prior approval from the City.
    We agree with the above statement.

11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
    We agree with the above statement.

12. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
    We agree with the above statement.

13. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
    We agree with the above statement.

14. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
    We agree with the above statement.

15. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
    We agree with the above statement.

16. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under

the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

We agree with the above statement.

EXHIBIT C

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $868,870.00.
2. The Consultant will submit an invoice to the City based on milestones completed and accepted by the City, which documentation evidencing milestones completed to date (refer to milestones identified in Section VIII, Payment to Consultant in Exhibit "A" – City's Request for Proposal). At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

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Revised 10/13/09

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: P07-144 – APPROVE TRACT MAP NO. 35760, A SIX-LOT RESIDENTIAL SUBDIVISION OF TRACT MAP NO. 31129

NORTHWEST CORNER OF CACTUS AVENUE AND LANDON ROAD

DEVELOPER: WESTERN PACIFIC HOUSING, INC.
16755 VON KARMAN, SUITE 200
IRVINE, CA 92606

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Tract Map No. 35760.

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On September 30, 2008, the Community Development Department of the City of Moreno Valley approved Tentative Tract Map No. 35760 as a revision to Tract Map No. 31129. The tentative tract map is a proposal to subdivide a 1.83-acre portion of previously approved Tract Map No. 31129 into six residential lots. The tentative tract map will allow for the subdivision of six lots, the elimination of a detention basin (Lot L of

Tract Map No. 31129), and the adjustment to existing lot lines previously approved on Tract Map No. 31129.

DISCUSSION

Tract Map No. 35760 is in conformance with the tentative tract map. The developer has requested that the tract map be approved for recordation. Most public street improvements were completed under Tract Map No. 31129. The remaining trail improvements adjacent to Lot 6 of Tract Map No. 35760 on Cactus Avenue and those along the west map boundary of Tract Map No. 35760 and Tract Map No. 31129 will be completed prior to occupancy of Tract Map No. 35760. The trail improvements include but are not limited to three-rail PVC fence, gates, bollards, decomposed granite, concrete curb, and related grading and drainage.

ALTERNATIVES

1. Approve Tract Map No. 35760 and authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would allow the developer to proceed with the recordation of the six-lot subdivision.*

2. Do not approve Tract Map No. 35760 nor authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *This alternative would not allow the developer to proceed with their proposed residential subdivision development.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
Clement Jimenez, P.E..
Senior Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E..
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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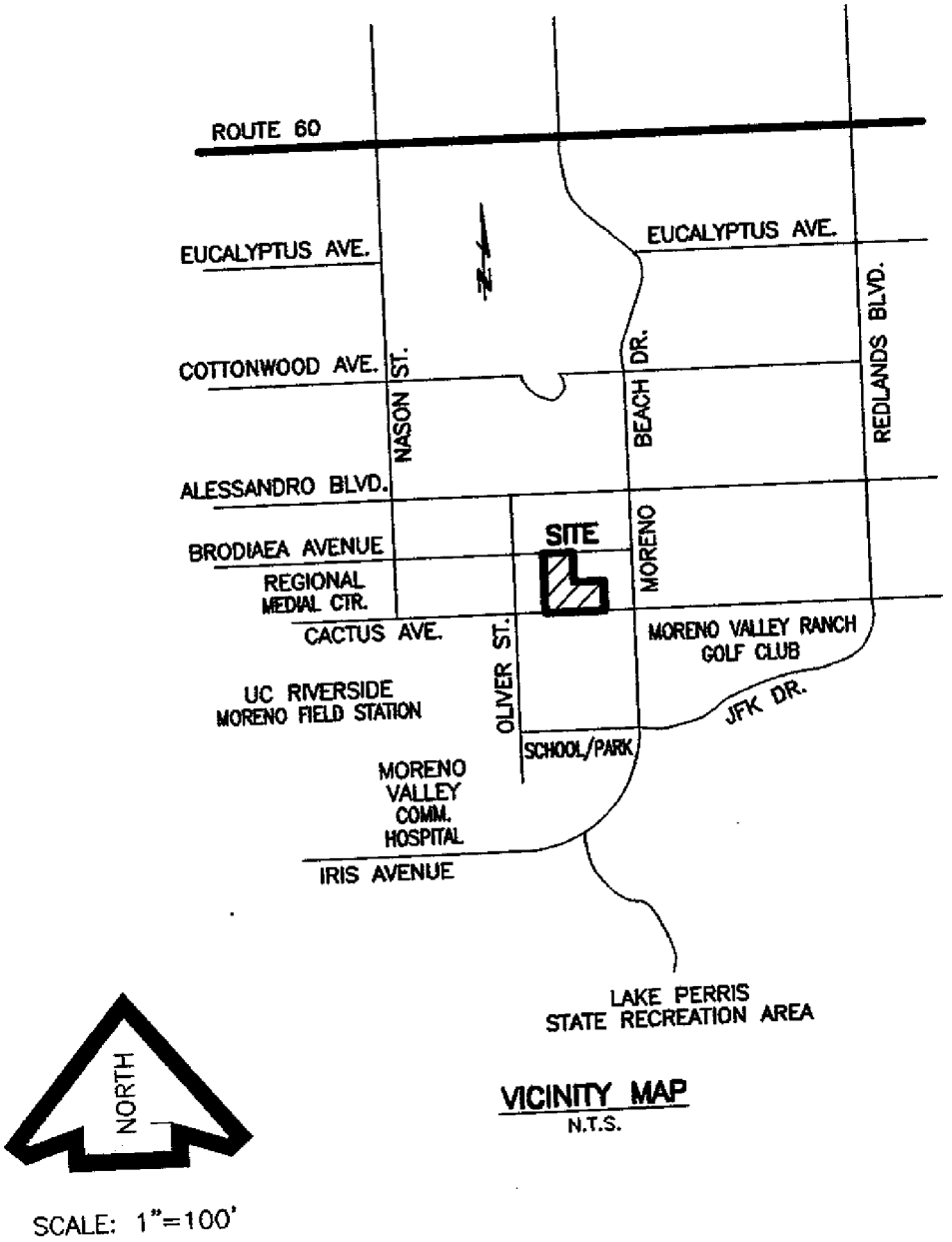

VICINITY MAP
N.T.S.

SCALE: 1"=100'

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**P07-144** **LOCATION MAP**

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR CENTRAL TRAFFIC CONTROL SOFTWARE SERVICES IN SUPPORT OF THE TRANSPORTATION MANAGEMENT CENTER (PROJECT NO. 10-13768129)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system.

2. Authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto.

3. Authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000.

4. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

BACKGROUND

Local traffic congestion has become increasingly prevalent as the City continues to grow. Congestion hot spots are well-known and include most intersections adjacent to freeway interchanges and several arterial corridors. The current recession has slightly improved conditions, but as the economy improves, and travel increases once again, traffic flow optimization will increase in importance to the community. In the long term, Moreno Valley's population will almost double, substantially increasing the traffic loading on our roadways. To address current and future traffic demand, staff has proposed

implementation of Intelligent Transportation Systems (ITS) technology to systematically manage and optimize traffic flow.

In 2009, the City completed an ITS Master Plan which provided recommendations for a systems-based approach to updating the City's traffic control infrastructure. The Transportation Management Center (TMC) is an integral component of the ITS Master Plan.

The City's current traffic signal control system was procured in 1991. The platform, which consists of field controllers and a computer in City Hall, is obsolete. The controllers are no longer available for purchase, and the central software (which is MS-DOS-based) cannot be run on newer operating systems. Therefore, City staff has planned for a replacement system consisting of a TMC and new central traffic control software, new traffic signal controllers to be deployed in the field over time, and a citywide communication network.

DISCUSSION

A TMC provides the ability to centrally monitor roadway conditions and adjust traffic signal timing to optimize vehicle flow. Monitoring is accomplished through the use of closed-circuit television cameras, and data from traffic detectors used to display real-time vehicle speeds. Control is accomplished via fiber optic communication facilities which will be steadily deployed over time.

The TMC would be linked to the City of Riverside and Caltrans District 8 TMC's via high-bandwidth data connections, allowing Moreno Valley the capability of viewing video from those agency's CCTV cameras, as well as coordinating response in the event of incidents. Other nearby agencies with fully operational TMC's include Temecula, Corona, and Fontana. In other parts of Southern California, virtually all agencies with populations over 50,000 maintain active TMC's.

With existing staff levels, Public Works is capable of operating and maintaining the TMC as an extension of their current duties, so no additional employees would be required. The TMC would produce net labor savings by reducing the need to deploy field personnel to diagnose and correct traffic signal equipment problems. The TMC would enable faster response for maintenance issues through the use of standard features such as automated paging/emailing of alerts and remote access capability.

The TMC would have secondary benefits, in that an ITS deployment better positions Moreno Valley for grant funds since it represents a higher level of commitment to improving mobility. The TMC would be located in the current Fishbowl Conference Room adjacent to the entrance lobby of City Hall.

In January 2011, City staff released a Request for Qualifications for central traffic control software, which was mailed to nine firms known to provide such software, and was also advertised on the City's Web site. Eight submittals were received, indicating a high level of interest. A panel of four persons, including one representative from the

City's Technology Services Division and an expert in traffic control system deployment from outside the City, reviewed and scored the submittals. Based on the scoring of the responses, four firms were invited to interviews, which consisted of a live software system demonstration and presentation. The same panel scored the interviewees. All four panelists ranked Kimley-Horn and Associates highest. The panel felt that the system will be state of the art for years to come and thus represents an excellent investment. Kimley-Horn has deployed this software system for numerous Southern California agencies, including Beverly Hills, Culver City, Los Angeles County, Claremont, San Dimas, and the City of Commerce.

ALTERNATIVES

1. Approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and authorize the Public Works Director to execute any subsequent amendments related to this agreement. *This is the recommended alternative.*

2. Do not approve the agreement with Kimley-Horn and Associates, Inc., 7878 N. 16th Street, Phoenix, Arizona 85020, to provide a central traffic control software system; do not authorize the City Manager to execute said Agreement with Kimley-Horn and Associates, Inc., in the form attached hereto; do not authorize the issuance of a Purchase Order to Kimley-Horn and Associates, Inc., in the amount of $315,000; and do not authorize the Public Works Director to execute any subsequent amendments related to this agreement. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Transportation Management Center Project (TMC) is included in the Fiscal Year 2011/2012 Capital Improvement Program budget and will be financed by the Traffic Signals Development Impact Fee fund (Fund 202) and the Air Quality Management Fund (Fund 137). These funds can only be used for traffic signal and air quality improvement purposes. There is no impact to the General Fund. FY 2011/2012 budget amounts are estimated, since final financial data for FY2010/2011 are not yet available.

AVAILABLE FUNDS

FY 2011/2012 Development Impact Fees— Account No. 417.79528	$	220,000
FY 2011/2012 Air Quality Management— Account No. 137.68129	$	215,000
Available Funds	**$**	**435,000**

ESTIMATED COSTS

Central Traffic Control System Software Contract	$	315,000
Modifications to Fishbowl Conference Room	$	40,000
Video display units, furniture and Incidentals	$	60,000
Staff time	$	20,000
Total:	**$**	**435,000**

ANTICIPATED PROJECT SCHEDULE

Prepare plans for space reallocation by:	October 2011
Complete software integration by:	March 2012
Complete space reallocation by:	March 2012

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Services

Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 10-13768129

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Kimley-Horn and Associates, Inc., a North Carolina Corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "B" (Consultant's Scope of Work) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as the City of Moreno Valley Transportation Management Center (Project No. 10-13768129).

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $315,000.00 in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "D" attached hereto and incorporated by this reference.

7. The Consultant and the City agree that the schedule in Paragraph 6 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for

performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

15. (a) The Consultant shall procure and maintain, at its sole expense, throughout

the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	General Liability
Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and

agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the

Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the

Agreement unless the notice of termination authorizes such further work.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

Contractor/Consultant Name

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

INTERNAL USE ONLY

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

EXHIBIT B

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

MV00115321

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed $315,000.00.
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
4. Any fees for authorized professional services furnished by the Consultant which have not been paid or contested by the City within thirty (30) days of the City's receipt of the invoice for such services will be subject to a late charge of one percent (1%) of the unpaid amount for each month for which payment has not been received by the Consultant.

EXHIBIT C

MORENO VALLEY ATMS

Statement of Work

Prepared by:

Kimley-Horn and Associates, Inc.

For Review by:

City of Moreno Valley

Version 4.2

June 28, 2011

Exhibit A

MV00115324

PROJECT SCOPE

The following scope of services is for deployment and integration of KITS to meet the mandatory elements listed in KHA's response to the City's RFQ submitted on February 3, 2011.

SCOPE OF SERVICES

Task 1: Project Management

KHA's Project Manager shall act as the principal contact for the City and other involved agencies. KHA's Project Manager will be responsible for the completion of activities associated with the performance of this project. Additional responsibilities include management of project planning activities and tracking of resources associated with each aspect of the project. The Project Management task will be invoiced monthly based on percent complete. Target percentages should be outlined to ensure all parties understand the value of each task executed. KHA's Project Manager shall oversee and participate in the activities of the project.

Prepare Project Status Reports

KHA shall prepare and submit written monthly project status reports. The reports shall include the following information including a schedule outlining target dates for completion of items:

- Period covered by the report.
- Overview of the reporting period.
- Tasks, subtasks, deliverables, goods, services and other work scheduled for the reporting period which were completed.
- Action Items
- Updated Deliverables chart and completion schedule, if necessary.

KHA shall also prepare claims, invoices, billings, and other financial information for review and approval by the City, as required by this agreement.

Task 2: Preliminary Engineering

KHA will meet with City staff to discuss the existing condition of the City's internal network and field network along with future migration plans and schedule. KHA will provide input on communication equipment that the City is considering.

KHA shall collaborate with the City to determine the CCTV and signal controller hardware/firmware specifications for the pilot corridor. It is expected that the City will deploy a signal controller firmware protocol and CCTV encoder that has already been deployed with KITS. KHA will review and demonstrate existing KITS functionality currently deployed for specific firmware/hardware options. A document will be created that summarizes all of City's preliminary engineering decisions.

(continues)

Deliverables:
2.1 Communication Review
2.2 Firmware Specification and Existing Functionality Review
2.3 Signal Controller Hardware and Firmware Recommendations
2.4 CCTV Specification

Task 3: Procurement
Based on the information gathered during meetings with the City's Engineering and IT staff, KHA shall deliver complete equipment list ("Bill of Materials") for full system deployment and submit to the City for review. KHA will review options and provide input on reusing existing City server hardware and software licenses to fulfill the needs of the project. Upon KHA's approval of the equipment list and all system configurations, the City will procure system components, including supporting third party software, system hardware, network equipment, and peripherals. The equipment will remain at the City. The City will assist with the configuration of remote access into the network to enable authorized KHA staff to remotely diagnose the system. Using funds outside of this agreement, the City will purchase 3rd party software that is required for the deployment of the Integrated System. Anticipated software includes:

- SQL Server 2008
- ESRI ArcGIS
- MS Visio Standard
- Notepage PageGate

The workstations will be deployed on Windows XP or 7 and the servers on Windows Server 2008. The Integrated System will utilize SQL Server 2008 as its central database. The specific versions of the tools will be determined in conjunction with City IT preference.

Deliverables:
3.1 Identification of 3rd party software and hardware

Task 4: System Integration
Integration of KITS shall be performed in stages. The following sequence of events details the staged implementation of the KITS system.

1. KHA and the City will conduct multiple meetings to finalize the pilot corridor equipment.
2. The City will procure designated equipment.
3. Based on the City's preference for controller firmware and CCTV equipment, KHA will create a version of KITS that integrates existing modules to support the specified equipment and desired functionality. The source code, reports, registry, and database to support the functionality of the City's modules will be placed under configuration management and version control processes. No new software development is anticipated under this task.
4. A lab configuration will be created and maintained in KHA's facility to simulate the deployment environment.

MV00115326

5. An installation procedure will be generated by KHA. This will be a functional self-contained installation and automate many of the procedures used to install the KITS user interface. This automated installation will include most of the required 3rd party tools and may reference other supporting 3rd party documentation.
6. KHA will come to Moreno Valley to assist City personnel with the installation and configuration of the equipment and required 3rd party software.
7. A backup server will be identified by City staff and configured by KHA for backup and disaster recovery purposes.
8. City personnel, with assistance from KHA, will be responsible for converting and entering signal timing and configuration data into the system database. Preliminary testing will utilize controllers installed in the TMC and/or maintenance facility.
9. KHA will assist City personnel with the installation of 5 compatible BI Tran 233 intersections by assisting with the intersection graphics and configuration of these field signals within the Integrated System and by monitoring the operation of the System at the control center. This assistance will include preliminary training on the graphic configuration within the System.
10. KHA will demonstrate continuous successful communication with the traffic signal controllers and pan-tilt-zoom cameras.
11. KHA will configure compatible mobile devices with the KHA Mobile Performance Metric Collection application. This will allow up to 10 users to generate, high-resolution arterial performance metric data. Authorized users will be able to view and generate reports through a web browser. The arterial performance data will be stored on a server maintained by KHA.

Deliverables:

4.1 Software Configuration
4.2 KITS Installation Program and Procedures
4.3 Software Installation at City TMC
4.4 System Configuration and Integration for 5 Intersections
4.5 CCTV Integration
4.6 Mobile Performance Metrics Integration

Task 5: Documentation

KHA will provide KITS documentation for the City in the following form:

- System User's Manual – provides an overview description of the system, its components, how they are used or accessed by the operators as well as how to use the GUI's for all aspects of the system.
- Quick Start Guide – describes initial configuration and setup of the system. This brief document references the User's Guide, but presents the information in a simple format. The document focuses on data entry, map customization, and initial configuration.

Electronic copies of the final documentation will be provided.

MV00115327

Training topics include:

- On-line help
- Installing software updates
- Intersection phase configuration
- Data integrity
- Naming conventions
- System components
- Effective Monitoring

Deliverables:
5.1 Electronic copies of the System User's Manual and Quick Start Guide for KITS
5.2 Initial Operator Training

Task 6: Remote access configuration
KHA will facilitate meetings with City transportation and IT department to review cost-efficient solutions to allow authorized staff to view relevant signal system information remotely. KHA will assist with the implementation of a remote desktop solution to view and exchange relevant information.

Deliverables:
6.1 Documentation and Configuration Settings for Remote Access

Task 7: Final Training
The final training will be a comprehensive, hands-on review of all previous training sessions. In addition, the City may request additional topics that were not previously covered. The following topics will be discussed:

- Operation and Management of the Integrated System
- Overview of the KITS System
- Operations and System Maintenance
- Security
- Configuration and Customization
- Advanced Functionality

A training schedule will be delivered 2 weeks prior to the comprehensive training sessions that will detail the date and time for each topic. The City can provide input that will help determine the amount of time that is spent on each topic.

(continues)

Deliverables:
7.1 Electronic Copies of Training Documentation (syllabus, manuals, visual presentation materials)
7.2 Hands-on Two Day Workshop

Task 8: Warranty, Support, and Maintenance
The Consultant shall provide a warranty, support, and maintenance for the supplied software for a period of two years. Any ATMS software bugs found during this period will be corrected at no additional cost to the City. New functionality, additions, and enhancements made to the software, that do not constitute a separately packaged and marketed version or module of the system, developed by the Consultant during this period shall be offered to the City at no additional license fee. Upon approval by the City, these enhancements shall be installed and integrated based on current hourly rates.

The Consultant shall provide maintenance services, which will include phone and e-mail support during City's working hours. The Consultant shall perform periodic check-ups and tune-ups several times a year to validate System performance.

Deliverables:
8.1 Two Year Warranty, Support, and Maintenance

Project Deliverables
KHA shall use the standard City software set forth below when preparing deliverables. KHA shall provide deliverables in the appropriate file format (by downloads and/or via e-mail) as follows:

- Microsoft Word or Adobe PDF – Word Processing
- Microsoft Excel – Spreadsheet
- Microsoft PowerPoint – Presentation Materials

The City shall provide comments in electronic format using the same software as outline above.

Optional Operational Support
Other services may be provided in support of the system, its operations or the communication infrastructure for the City as additional services. Authorization by City is required prior to beginning any of these tasks. Services that are not included in this contract, but that may be provided as additional services may include but are not limited to:

- Integration services for additional intersections
- Database population
- Additional intersection graphic configuration
- Communication troubleshooting and integration
- Corridor retiming
- Before and after studies that quantify improvement from deploying the System

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE A CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH GIBBS, GIDEN, LOCHER, TURNER & SENET, LLP FOR LEGAL SERVICES FOR *LOS ANGELES ENGINEERING, INC. V. CITY OF MORENO VALLEY* RIVERSIDE SUPERIOR COURT CASE RIC 524877

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 36928 to Gibbs, Giden, Locher, Turner & Senet, LLP by the amount of $100,000 for a total not-to-exceed amount of $196,000 (Account No. 461.65325.7500).

2. Authorize payment to Gibbs, Giden, Locher, Turner & Senet, LLP in an amount of up to $196,000 for legal services for *Los Angeles Engineering, Inc. v. City of Moreno Valley* Riverside Superior Court Case RIC 524877.

3. Authorize an appropriation of $100,000 from the unencumbered fund balance of Parkland Facilities DIF (Fund 205) to Account No. 461.65325 to allow for said increase to Purchase Order No. 36928.

BACKGROUND

In 2007, the Community Services District awarded a contract to Los Angeles Engineering to renovate the Moreno Valley Community Park soccer fields. Five

Contract Change Orders were issued for various changes in the scope of the work and as a result of weather delays. Los Angeles Engineering completed the project later than the allowed and refused to process the last three Change Orders. Los Angeles Engineering filed a claim and then a lawsuit in 2009 alleging extra work and extended overhead cost. Gibbs, Giden, Locher, Turner & Senet (GGLTS) were retained to defend the lawsuit and bring the cross-complaint against Los Angeles Engineering.

DISCUSSION

Gibbs, Giden, Locher, Turner & Senet were retained as outside counsel for this case. In January 2009, the City issued a Purchase Order using unencumbered project funds for general legal services for the Moreno Valley Community Park Soccer Field Rehabilitation. Due to the ongoing nature of the litigation, the current Purchase Order is not sufficient to continue the defense of the case and the pursuit of the cross-complaint. Increasing the Purchase Order would allow the City to retain GGLTS to reach a conclusion in the lawsuit. Three sources of funding were used for the project: a State of California grant, Park Improvement Development Impact Fees, and Quimby In-Lieu Fees. In order to use Park Improvement Development Impact Fees for a project, the City must establish a nexus between the development projects paying the fees and the facilities being financed with the fees and the service level to be provided by the facility. Because the soccer fields were expanded by more than 50%, it was reasonable to fund half of the project with Park Improvement Development Impact Fees. The lawsuit is a direct result of the rehabilitation and expansion of the soccer fields. The use of Park Improvement Development Impact Fees for the City to continue to defend the lawsuit and pursue the cross-complaint is established as the result of the project's construction activities. Therefore, the use of Park Improvement Development Impact Fees for legal services against a claim resulting from the Soccer Field Renovations' construction activities is reasonable.

ALTERNATIVES

1. This alternative will allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel to continue the litigation.

2. This alternative will not allow Gibbs, Giden, Locher, Turner & Senet LLP, to be retained as legal counsel and may affect the outcome of potential litigation.

FISCAL IMPACT

Staff requests that an appropriation from Park Improvement Development Impact Fees (Fund 205) in the amount of $100,000 be authorized to allow for the purchase order increase and subsequent payments to GGLTS. There is no impact to the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2011/2012 Budget (Account No. 461.65325) $100,000
Total Available Funds $100,000

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Due to the ongoing litigation with Los Angeles Engineering, Inc. over the Moreno Valley Community Park Soccer Field Rehabilitation Project, Staff recommends an appropriation of $100,000 from Parkland Development Impact Fees (Fund 205) to allow for an increase to the Purchase Order to Gibbs, Giden, Locher, Turner and Senet, LLP. This increase will allow for the continuing payment of legal fees and costs due to the litigation with Los Angeles Engineering.

ATTACHMENTS

None

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: TRACT MAP 32707 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – REDHAWK COMMUNITIES, INC. A CALIFORNIA CORPORATION
ONE BETTERWORLD CIRCLE, SUITE 300
TEMECULA, CA 92590

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-79 authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system.

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 32707 is a 137-lot single family residential development to be constructed in the City of Perris just south of Moreno Valley's City limits, with a portion of Lasselle Street being improved within the City of Moreno Valley. The project was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, landscaping, and sewer work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of $95,000 issued by Developers Surety and Indemnity Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 32707 as complete and accepting the portion of Lasselle Street associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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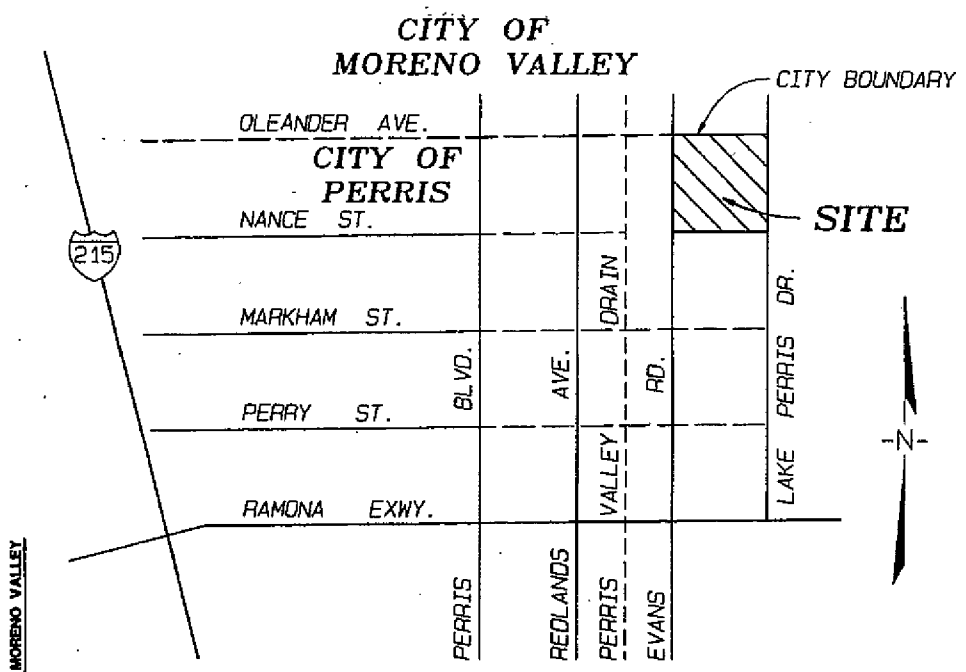

VICINITY MAP

NOT TO SCALE

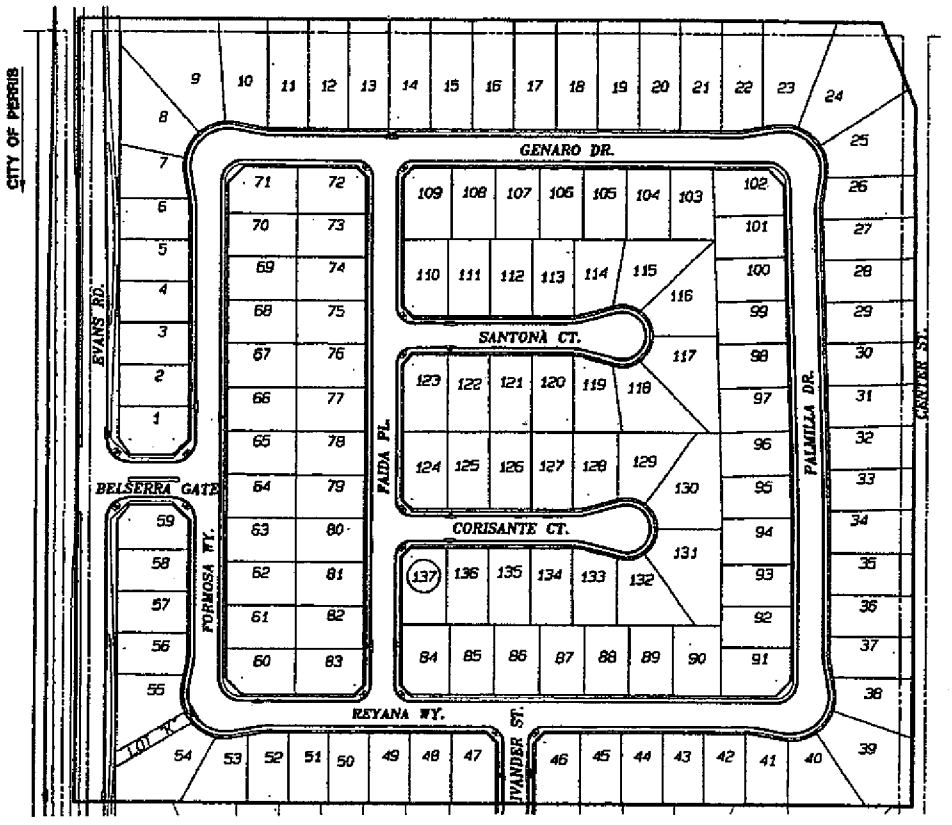

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** **EXHIBIT "A"**	**TRACT 32707** **VICINITY MAP**

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RESOLUTION NO. 2011-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN TRACT MAP 32707 AND ACCEPTING THE PORTION OF LASSELLE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Redhawk Communities. on the portion of Lasselle Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within Tract Map 32707 and accept the portion of Lasselle Street associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within Tract Map 32707 are complete, and the portion of Lasselle Street associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

EXHIBIT "B"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM, PROJECT NO. 11-22679828, DIRECT THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract to Beador Construction Company, Inc. (Beador) and authorized the issuance of a purchase order in the amount of $243,960 for the 2011 Citywide Bridge Maintenance Program.

DISCUSSION

The 2011 Bridge Maintenance Program involved the application of Methacrylate Deck Treatment to three (3) bridges including Cactus Avenue Bridge, west side of Kitching Street (Bridge No. 56C0407), Bay Avenue Bridge, 0.25 mile east of Kitching Street, (Bridge No. 56C0401), Oliver Street Bridge, 500 feet north of John F. Kennedy Drive (Bridge No. 56C0559). Work on the remaining five (5) bridges included cold mill and pave back the existing asphalt concrete over the bridge deck and the bridge approaches at the following bridges: Cottonwood Avenue Bridge, 0.2 mile east of Heacock Street (Bridge No. 56C0214), Dracaea Avenue Bridge, 0.14 mile west of Indian Street (Bridge No. 56C0274), Cactus Avenue Bridge, 0.5 mile west of John F. Kennedy Drive (Bridge No. 56C0420), Cactus Avenue Bridge, 0.2 mile west of John F. Kennedy Drive (Bridge No. 56C0421), and Perris Boulevard Bridge Approaches, 1.0 mile south of Iris Avenue (Bridge No. 56C0464).

At the time of preparation of this Staff Report, the project is anticipated to be complete by June 30, 2011. Subsequently, staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost will not exceed the approved purchase order amount of $243,960. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, and authorize the release of retention money to Beador thirty five (35) calendar days after the date of recordation of the Notice of Completion, and accept the improvements into the maintained road system. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside

County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when determined that all contract requirements and punch-list items are completed for the 2011 Citywide Bridge Maintenance Program, constructed by Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Beador Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is included in Fiscal Year 2010-2011 Capital Improvement Project Budget and is funded with Proposition 1B (Fund 226) monies. The funding for this project is restricted for transportation projects and cannot be utilized for other activities. There is no impact to the General Fund.

AVAILABLE FUNDS:

Fiscal Year 2010/2011 Budget (Account No. 226.79828)	$420,000
Total Available Funds	**$420,000**

ESTIMATED PROJECT COSTS:

Contractor Construction Costs*	$244,000
Project Administration, Design, and Inspection	$45,000
Miscellaneous Costs	$2,000
Total Estimated Project Costs	**$291,000**

*Staff anticipates that Contractor Construction Costs will not exceed purchase order amount.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Beador is anticipated to complete the 2011 Citywide Bridge Maintenance Program project by June 30, 2011. The City Council is requested to authorize the Public Works Director / City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Beador, and accept the improvements into the City's maintained road system.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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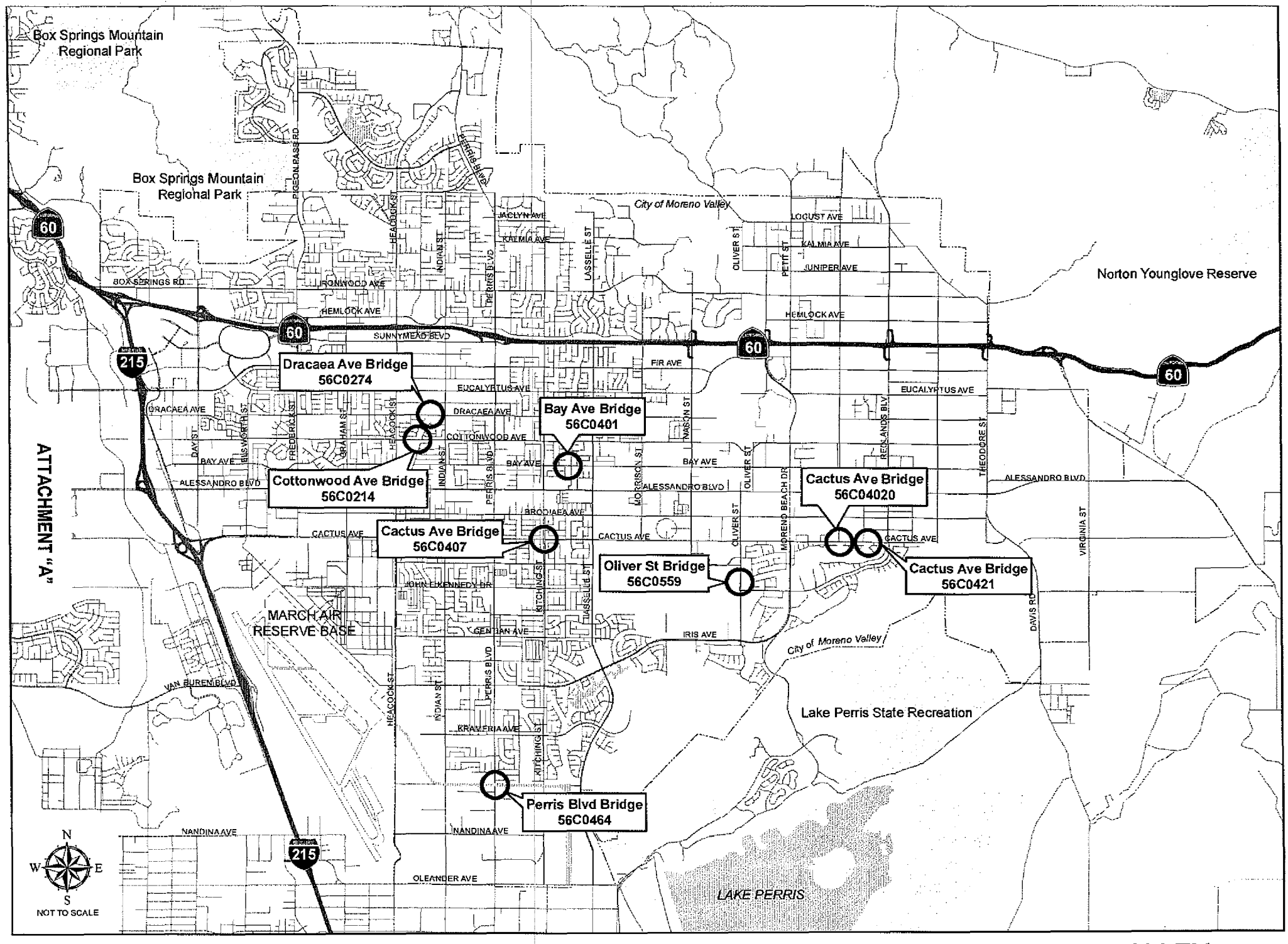

VICINITY MAP: 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM - MORENO VALLEY

MV00115345

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Community and Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date

of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

BACKGROUND

On June 22, 2010, the City Council awarded a contract in the amount of $706,716 to San Pedro Sign Company (SPESCO) and authorized the issuance of a purchase order in the amount of $812,724 for the construction of the Moreno Valley Auto Mall Freeway Pylon Sign.

DISCUSSION

The City and the Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase business advantageous by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The pylon sign is an integral element of the plan. The sign is located on the south side of the SR60 freeway, east of Moreno Beach Drive. This project replaced the existing aged and worn freeway sign with a new up-to-date high-tech two (2) sided sign that includes a larger video display. The sign is in conformance with the "Specific Plan No. 5 Sign," and is 31 feet wide and stand approximately 85 feet in height, as seen from the freeway.

At the time of preparation of this Staff Report, the construction of the pylon sign is anticipated to be completed at end of June 2010. Subsequently, Staff will process all necessary paperwork and negotiate any remaining change orders to finalize the project quickly. The final contract cost is estimated at approximately $725,000 which does not exceed the approved purchase order amount of $812,724. Since the City Council will not meet on next two meetings after the July 12 meeting, staff is requesting the City Council and the Redevelopment Agency to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, authorize the recordation of the Notice of Completion at the County Recorder, authorize the release to retention money to SPESCO thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the pylon sign to the Moreno Valley Dealers Advertising Association. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public

Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will allow for timely payment to the Contractor and the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Auto Mall Freeway Pylon Sign Project which was constructed by San Pedro Sign Company, 701 Lakme Avenue, Wilmington, CA 90744, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements, and delaying the release of the Pylon Sign to the Moreno Valley Auto Mall Dealers Association.*

FISCAL IMPACT

The Moreno Valley Auto Mall Improvements construction phase of this project is included in Fiscal Year 2010/2011 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). **These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

AVAILABLE FUNDS:
Fiscal Year 2010/2011 Budget (Account No. 897.91725)..... $1,512,000

CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	$725,000
Project Administration, Design Support, and Inspection Costs*	$ 46,000
Construction Support Services and Miscellaneous Costs	$ 15,000
Total Construction Related Costs	**$786,000**

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

SPESCO has completed the Moreno Valley Auto Mall Freeway Pylon Sign project. The City Council and the Community Redevelopment Agency is requested to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed, direct the City Clerk to record the Notice of Completion, authorize the Financial & Administrative Services Director to release the retention to San Pedro Sign Company thirty five (35) calendar days after the date of recordation of the Notice of Completion, and authorize the Community and Economic Development Director to release the Pylon Sign to the Moreno Valley Dealers Advertising Association.

ATTACHMENTS

Attachment "A" – Vicinity Map

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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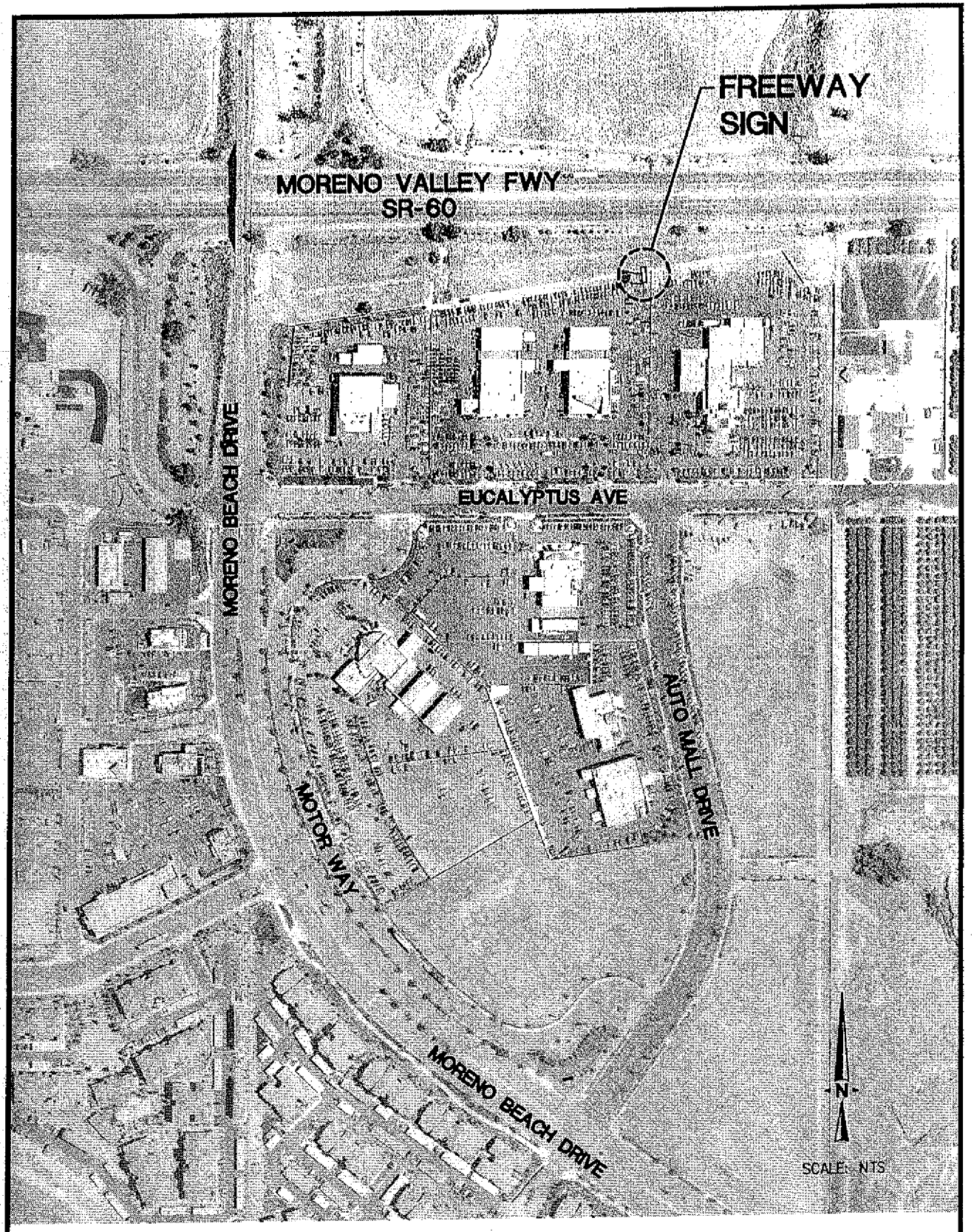

VICINTY MAP

ATTACHMENT "A"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT WITH OVERLAND, PACIFIC AND CUTLER, INC. FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division.

2. Authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto.

3. Authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526).

BACKGROUND

On July 13, 2010, City Council approved a Project Agreement in the amount of $99,000 with OPC for a one year period.

DISCUSSION

Due to the vacant City staff "Senior Real Property Agent" position, as well as an increase in project related right of way activities, additional resources are necessary. As a temporary solution to assist in expediting the completion of projects, the Capital Projects Division seeks to extend their Project Agreement with OPC.

OPC staff has an excellent track record of providing right of way services for budgeted capital improvement projects including, but not limited to, Kitching Street Improvements, Day Street Improvements, and Lasselle Street Widening Improvements. In the upcoming fiscal year, OPC staff will continue to work on right of way for projects such as the Perris Boulevard from PVSD Lateral "B" to Cactus Avenue Improvements, Perris Boulevard from Ironwood Avenue to Manzanita Avenue, acquisition of property for the future Industrial Fire Station and Fire Station No. 65, and other budgeted capital projects as assigned.

Staff recommends issuing an increase to the purchase order and executing the "First Amendment to Agreement for Professional Consultant Services" with OPC for a continuation of their services. The purchase order increase for $85,000 allows for additional right of way services by the in-house consultant staff on an as-needed basis with a revised contract expiration date of December 31, 2012.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for Professional Consultant Services" with Overland, Pacific and Cutler, Inc. (OPC) to provide Professional Consultant Right of Way Services for various projects of the Capital Projects Division, do not authorize the City Manager to execute the "First Amendment to Agreement for Professional Consultant Services" with OPC, in the form attached hereto, and do not authorize an increase to the purchase order to OPC, in the amount of $85,000 when the Project Agreement has been signed by all parties (Account No. 416.78526). *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The "Project Agreement for Professional Consultant Services" with OPC will be fully expended in September 2011. This First Amendment increases the purchase order by $85,000 to extend the as-needed temporary professional staffing services to December 31, 2012. Adequate funding is provided through the various budgeted capital improvement projects assigned to the temporary staff. The agreement provides the City

the ability to terminate the agreement by giving at least ten days written notice to the consultant.

As costs are incurred against this purchase order, the expenditures will be transferred to the capital projects for which services were performed. The anticipated associated costs for the purchase order increase will be funded through DIF Arterial Streets (Fund 416), TUMF Capital Projects (Fund 415), Fire Station Funds (Fund 434), and Measure "A" (Fund 125):

Perris Boulevard from PVSD Lateral "B" to Cactus Avenue (416.78526)..... $30,000
Perris Boulevard from Ironwood Avenue to Manzanita Avenue (415.78726)..... $29,000
Industrial Fire Station (434.67930)..... $11,000
Fire Station No. 65 (434.72526)..... $11,000
Highland Fire Station (434.67830)..... $4,000
Total..... $85,000

These funds are restricted to Capital Improvement Projects and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

Due to the need for in-house right of way services on a variety of projects, the "First Amendment to Agreement for Professional Consultant Services" with OPC is necessary to continue the temporary professional staffing services for the Capital Projects Division. Staff recommends that the City Council authorize the execution of the Amendment and increase to the purchase order to OPC in the amount of $85,000.

ATTACHMENTS

Attachment "A" – First Amendment to Project Agreement for On-Call Professional Consultant Services

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FIRST AMENDMENT TO PROJECT AGREEMENT
FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES
VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Overland, Pacific and Cutler, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT for ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 22, 2010.

Whereas, the Consultant is providing Consultant Real Property and Right of Way Services for Various Projects of the Capital Projects Division (and other Divisions as needed).

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 13, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as Exhibit "A" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended to December 31, 2012.

1.2 Exhibit "B" to the Project Agreement is hereby amended by adding to the scope of

work section described in Exhibit “A”, entitled "Consultant Proposal.”

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B”, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $85,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “B”.

1.5 The total “Not to Exceed” fee for this contract is $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Amendment to Project Agreement.

City of Moreno Valley	Overland, Pacific and Cutler, Inc.
BY: _____ City Manager	BY: _____
DATE: _____	TITLE: _____ (President or Vice President)
	BY: _____
	TITLE: _____ (Corporate Secretary)

Attachments: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

Revised Dec 2010

MV00115357

OVERLAND
PACIFIC &
CUTLER, INC.

www.OPCservices.com

2280 Market Street, Suite 340, Riverside, CA 92501
phone: (951)683-2353, fax: (951)683-3901

June 13, 2011

Ms. Kimberly Jester
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

RE: Continuation of In-House Right of Way Consulting Services 2011

Dear Ms. Jester:

In response to your request, Overland, Pacific & Cutler, Inc. (OPC) is pleased to present the City of Moreno Valley with this brief fee proposal for the continuation of in-house staffing services under our existing Professional On-Call Services Agreement.

OPC is proposing to continue with the existing arrangements and will assign Mr. Michael Green to the City for another one (1) year term beginning January 1, 2012 and expiring December 31, 2012. Mr. Green will be working at a rate of $105 per hour, Tuesdays and Thursdays, from 8:00 AM to 5:00 PM. At 16 hours per week for the year, we estimate the total annual cost to be $87,360, plus any reimbursable expenses pursuant to the Professional On-Call Services Agreement. Should the actual hours increase or decrease over the coming year, the estimated cost will adjust accordingly.

Should you have any questions or would like to discuss further, please do not hesitate to call me at (951) 683-2353.

Sincerely,

Overland, Pacific & Cutler, Inc.

Joey Mendoza, SR/WA
Principal/Vice-President

EXHIBIT "A"

COST SUMMARY

1. The Consultant's compensation shall not exceed $184,000 ($99,000 for the Original Agreement, plus $85,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.

EXHIBIT "B"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and the Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 12, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $1,768,222.35 to Riverside Construction Company, Inc., for the Ironwood Avenue improvements from Day Street to Barclay Drive. The project construction work began on December 6, 2010.

DISCUSSION

Staff anticipates that all work will be completed by Riverside Construction Company, Inc. by July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final contract cost will be approximately $1,675,000 which is not expected to exceed the approved purchase order amount of $1,768,222.35. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion with the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally consisted of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane, which included concrete curb, gutter, and sidewalk covering approximately 1,600 linear feet. Improvements included approximately 1,402 feet of new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline east of Athens Drive, a masonry block retaining wall along the southerly right of way line between Day Street and Athens Drive, storm drain improvements in Ironwood Avenue at the intersection of Athens Drive, a traffic signal modification at Day Street and Ironwood Avenue, a new traffic signal at Athens Drive and Ironwood Avenue, street lighting, and interconnect improvements. The modifications facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. Ironwood Avenue becomes Box Springs Road just west of Day Street.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, direct the City Clerk to record the Notice of Completion

within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the Ironwood Avenue improvements from Day Street to Barclay Drive, constructed by Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to Riverside Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

The Ironwood Avenue improvements from Day Street to Barclay Drive were included in the Fiscal Year 2010/2011 budget, and financed by 2007 RDA Tax Allocation Bonds (Account No. 897.91727). In accordance with the terms of the Reimbursement Agreement, EMWD deposited $100,273 to pay for its portion of the waterline being upsized and relocated within Ironwood Avenue through fund 414 (Account No. 414.80422); this amount may be adjusted based on final construction costs for this portion of the work. The funds utilized for this project are designated for capital improvements for the Ironwood Avenue improvements project and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91727)	$2,585,000
Fiscal Year 2010/2011 (Account No. 414.80422)	$150,000
Total Budgeted Funds	$2,735,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Costs	**$1,675,000**

Design Support Costs during Construction	$60,000
Construction Geotechnical Services	$30,000
Construction Survey Services	$30,000
Project Administration and City Inspection*	$80,000
SCE Costs (Utility, Streetlights, and Permits)	$32,000
Total Project Construction Costs	**$**1,907,000

*Public Works staff provided project administration and primary inspection services. Additional consultant inspection support was provided for supplemental inspection.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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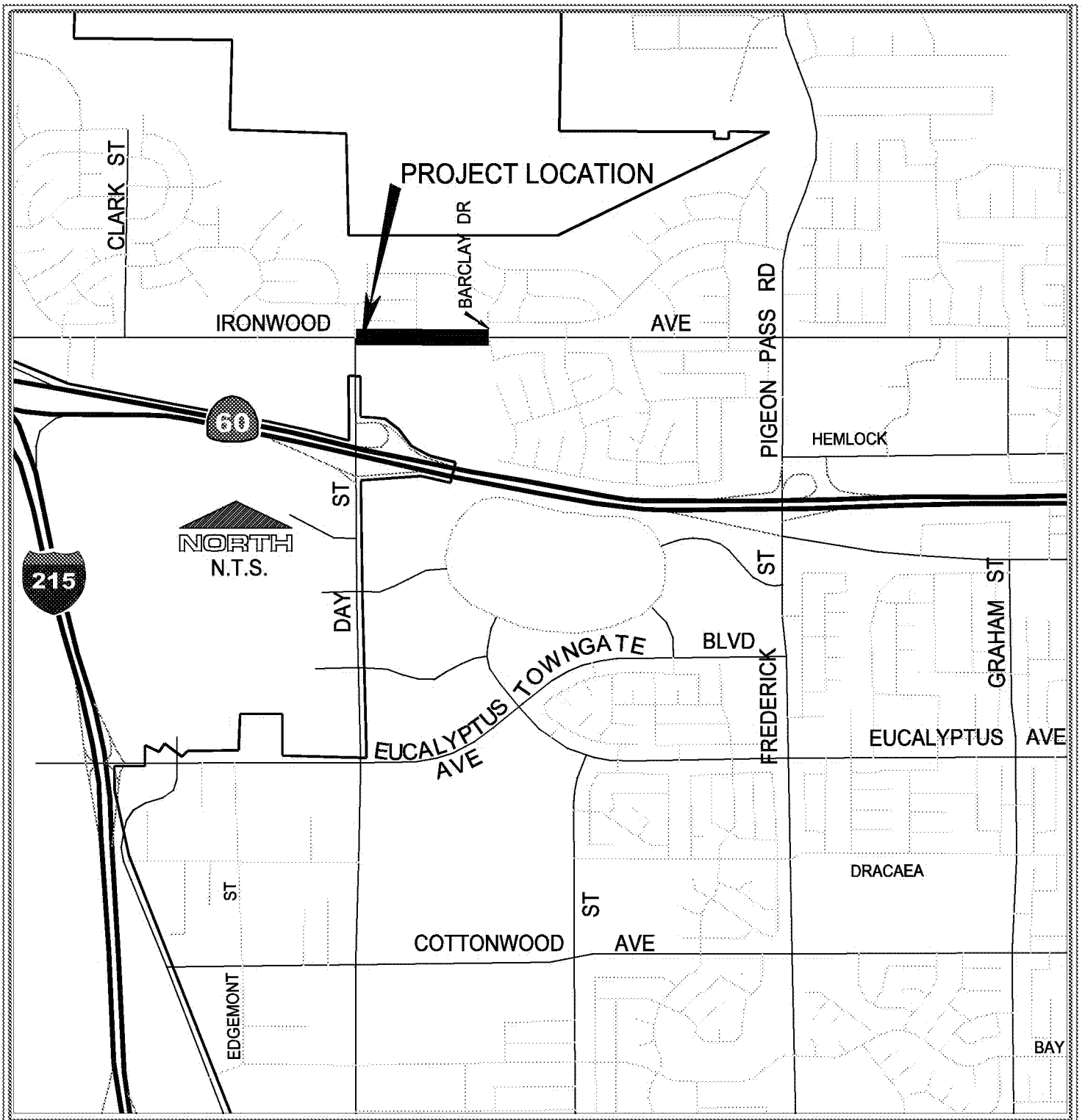

LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Attachment "A"

Ironwood Avenue Improvements,
From Day Street to Barclay Drive
Project No. 10-41570027

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON SUNNYMEAD RANCH PARKWAY AT VILLAGE ROAD (EAST) INTERSECTION PROJECT NO. 10-41779229, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AND AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code.

3. Authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete.

BACKGROUND

On October 26, 2010, the City Council awarded the construction contract and issued a purchase order in the amount of $207,299 to SoCal Engineers, Inc., for the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east). The project construction work began on January 24, 2011.

DISCUSSION

Staff anticipates that all work will be completed by SoCal Engineers, Inc. in July 2011. Staff is in the process of negotiating Contract Change Orders and anticipates the final construction cost will be approximately $205,000 which is not expected to exceed the approved purchase order amount of $207,299. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff requests the City Council authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion after the Public Works Director/City Engineer accepts the improvements as complete with the County Recorder, and authorize the release of retention to the Contractor thirty-five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

The project generally involved the installation of a new traffic signal at the intersection of Sunnymead Ranch Parkway and Village Road (east). The work also included the removal and construction of new asphalt concrete pavement, curb and gutter, sidewalk, access ramps, interconnect conduit, and a residential driveway approach, as well as restriping of the intersection, and the installation of signage.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the

improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in timely payment to the Contractor and acceptance of the improvements into the City's maintained system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for construction of the traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east), constructed by SoCal Engineers, Inc., 17595 Harvard, Suite C2160, Irvine, CA 92614, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil code, do not authorize the Financial and Administrative Services Director to release the retention to SoCal Engineers, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

The traffic signal improvements on Sunnymead Ranch Parkway at Village Road (east) were included in the Fiscal Year 2010/2011 budget, and financed by DIF Traffic Signal Capital Projects (Fund 417). The funding for this project is restricted to traffic signal capital improvements and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 417.79229)	$249,000

FINAL CONSTRUCTION RELATED COSTS:

Contractor Construction Cost	$205,000
Construction Surveying Cost	$2,000
Construction Geotechnical Cost	$2,000
City Furnished Equipment	$19,000
Project Administration and Inspection Services	$21,000
Total Project Construction Costs	**$249,000**

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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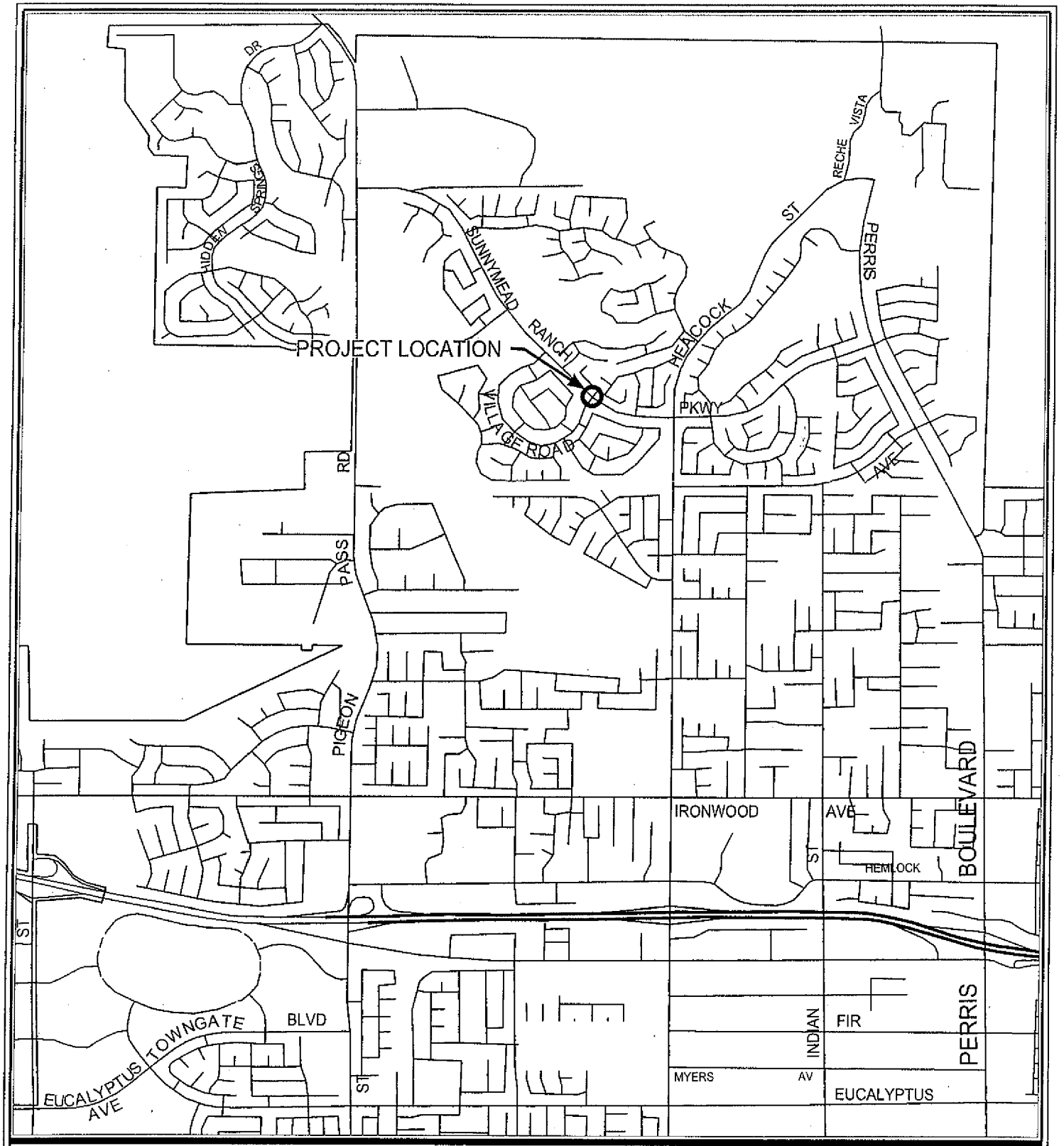

ATTACHMENT "A" - LOCATION MAP

Public Works Department Capital Projects Division	PROJECT NO. 10-41779229 TRAFFIC SIGNAL AT SUNNYMEAD RANCH PKWY AND VILLAGE RD (EAST)
Scale: None	
THOMAS GUIDE - PAGE 687, SECTION D6	

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council and Community Redevelopment Agency:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On May 25, 2010, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,912,608.76 to Hillcrest Contracting, Inc. The work consisted of the construction of street, signing, striping, waterline, utility relocation, and other related road improvements on Day Street between Alessandro Boulevard and Cottonwood Avenue. The City issued a Notice to Proceed to Hillcrest Contracting, Inc. to start work on July 13, 2010.

On February 22, 2011, City Council and the Community Redevelopment Agency were informed that a design error was discovered pertaining to the design and construction of a portion of the street curb and gutter tied to a cross gutter to facilitate surface drainage, located on a short segment of the northerly end of Day Street, just south of Cottonwood Avenue. City Council also authorized an increase of the Purchase Order to a total amount of $2,104,608.76.

Staff is diligently working to resolve the drainage issue independently of this construction contract as part of a second phase of improvements for Day Street. This second phase, Storm Drain Improvements on Day Street South of Cottonwood Avenue, is included in the Fiscal Year 2011–12 CIP, which City Council adopted on June 14, 2011.

DISCUSSION

Hillcrest Contracting, Inc. completed all construction work per the plans and specifications in April 2011. In accordance with the contract documents, however, the date of acceptance of the work for this project by the City Council is contingent upon the satisfactory conclusion of the 90 day maintenance period, which is scheduled for the end of July 2011.

Staff is in the process of negotiating the final Contract Change Order and anticipates the final contract cost will be approximately $1,953,000.00 which does not exceed the approved purchase order amount of $2,104,608.76. Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice

of Completion. These actions must be completed in a timely manner upon completion of the contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue, which was constructed by Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2010-2011 Budget and is financed by RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897). **These funds have been allocated for the Day Street from Alessandro Boulevard to Cottonwood Avenue Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

FISCAL YEAR 2010-2011 BUDGETED FUNDS (ACCOUNT NO. 897.91724):
RDA 2007 Tax Allocation Bonds (TABS) $2,413,377

FINAL CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	$15,000
Anticipated Contractor Construction Costs	$1,953,000
Construction Geotechnical Services	$15,000
Construction Survey Services	$45,000
Construction Inspection Services	$12,000
Project Administration and City Inspection	$90,000
Total Project Construction Costs	$2,130,000

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hillcrest Contracting, Inc. completed construction of the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue at the end of April 2011 and, anticipating the successful completion of the 90 day maintenance period, the project will be complete at the end of July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hillcrest Contracting, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Lorenz R. Gonzales, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Barry Foster
Community &Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\CC Reports\NOC Staff Report (CC 07-12-11)\Staff Report - NOC Day Street (CC 07-12-11) Revised 062711.doc

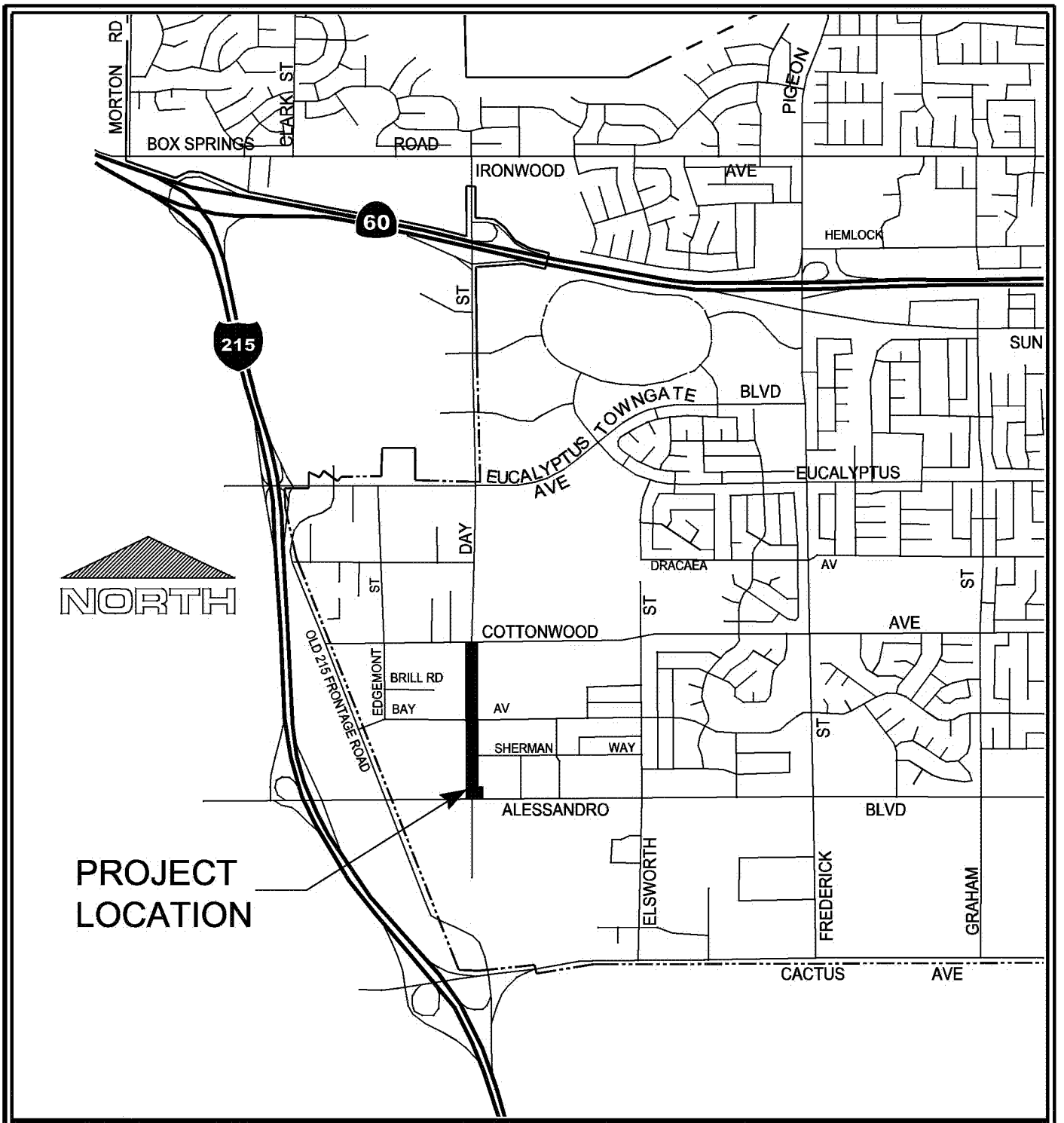

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

Public WorksDepartment
Capital Projects Division

Scale: None

ATTACHMENT "A"

STREET IMPROVEMENTS FOR DAY STREET
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920

MV00115375

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: July 12, 2011

TITLE: RESCIND RESOLUTION NO. 2005-30 AND RE-DESIGNATE AND AUTHORIZE SIGNATURE AUTHORITIES TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-73, rescinding Resolution No. 2005-30, and designating and authorizing certain City officials to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

On April 12, 2005, Moreno Valley City Council adopted Resolution No. 2005-30, authorizing the City Manager, Assistant City Manager and the Public Works Director/City Engineer to execute documents on behalf of the City of Moreno Valley for the purpose of obtaining federal and state financial assistance.

California Emergency Management Agency has required that Moreno Valley City Council adopt a new resolution in place of Resolution No. 2005-30, designating and authorizing City officials to execute applications and documents.

DISCUSSION

To apply for and receive disaster relief and other financial funding offered under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and/or under the California Disaster Assistance Act, the City of Moreno Valley must designate City officials who are authorized to execute applications and documents on behalf of the City. Resolution No. 2011-xx rescinds Resolution 2005-30 and authorizes the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer to execute documents on behalf of the City.

ALTERNATIVES

1. Adopt the proposed amended Resolution re-designating and authorizing signature authorities to execute applications and documents for purposes of obtaining financial assistance under Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, and/or financial assistance under the California Disaster Assistance Act. **Staff recommends this alternative.**

2. Do not adopt the proposed Resolution. This alternative would prevent the City from receiving disaster relief and other financial funding.

3. Provide staff with further direction.

FISCAL IMPACT

Without a new Resolution, the City would not be eligible to receive disaster relief and other financial funding.

CITY COUNCIL GOALS

Public Safety:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

NOTIFICATION

Publication of the Council Agenda.

ATTACHMENTS/EXHIBITS

Exhibit “A” - Proposed Resolution

Prepared By:
Name LeAnn M. Coletta, CEM
Title Office of Emergency Management Program Manager

Department Head Approval:
Name Steve Curley
Title Fire Chief

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

RESOLUTION NO. 2011-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RESCINDING RESOLUTION NO. 2005-30, AND RE-DESIGNATE AND AUTHORIZE CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR PURPOSES OF OBTAINING FINANCIAL ASSISTANCE UNDER SECTION 404 OF PUBLIC LAW 93-288, AS AMENDED BY THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ACT OF 1988.

WHEREAS, Section 404 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Act of 1988, requires a signature resolution designating and authorizing certain city officials to execute applications and documents necessary to obtain financial assistance; and

WHEREAS, the City Council of the City of Moreno Valley heretofore adopted Resolution No. 2005-30, designating and authorizing certain city officials to execute said applications and documents; and

WHEREAS, the California Emergency Management Agency has required that the Moreno Valley City Council update Resolution No. 2005-30 in order to be eligible for financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the City Manager, Assistant City Manager, Fire Chief or Public Works Director/City Engineer, is hereby authorized to execute for and on behalf of the City of Moreno Valley, a local government established under the laws of the State of California, applications and other related documents for filing in the California Emergency Management Agency for purpose of obtaining financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or financial assistance under the California Disaster Assistance Act.

2. That the City Council of the City of Moreno Valley, a local government established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

APPROVED AND ADOPTED this 12th day of July, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: FIRST AMENDMENT TO AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES WITH VAS ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis.

2. Authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto.

3. Authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties.

BACKGROUND

On September 14, 2010, City Council approved an "Agreement for On-Call FY 10/11 Project Management Services" with VAS Associates, Inc. for $285,000 for various projects of the Capital Projects Division.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

VAS will serve as the Project Manager for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. These fast-tracked projects are part of the April 26, 2011 City Council approved Economic Development Action Plan. Furthermore, VAS will continue to work in the capacity of Consultant Project Manager for the Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue, which is anticipated to begin construction in the fall of 2011.

VAS currently provides Consultant Project Management services to the City for several design and construction projects under an existing professional consultant service contract. This action is necessary due to on-going heavy workload and shortage of qualified, experienced, and knowledgeable Project Managers to complete budgeted capital improvement projects funded by various revenue sources as depicted in the FY 11/12 CIP budget.

VAS staff possesses a unique combination of skills as well as 30-plus years of industry experience. Their in-depth knowledge of the Public Contract Code, Green Book Specifications, and public works contracting practices, coupled with a vast network of contacts and experience with various Riverside County regional agencies has contributed to the successful execution of many complex public works projects. Two of the projects completed for the City by VAS staff received the Project of the Year Award from the American Public Works Association, Southern California Chapter.

VAS has a long-standing and proven track record of managing high-profile construction projects that are completed on time and within budget. Within the recent past, VAS has successfully completed the Kitching Street Improvements from Cactus Avenue to Alessandro Boulevard, which improved 2,800 linear feet of roadway segment to its General Plan width of four (4) travel lanes; the Lasselle Street Widening project, the widening of a one-mile stretch of roadway to its ultimate General Plan width of four (4) travel lanes; and the 2011 Citywide Bridge Maintenance Program, a project that repaired eight (8) bridges within the City. Previously, VAS constructed Pigeon Pass Road Widening, which completed improvements for missing segments of a two-mile section of roadway. VAS successfully completed several traffic signal construction projects such as the traffic signals at Cottonwood Avenue and Pattilynn Drive, Lasselle Street and Bay Avenue, and Lasselle Street and Cottonwood Avenue.

ALTERNATIVES

1. Approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all

parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "First Amendment to Agreement for On-Call Project Management Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide temporary professional project management services for budgeted Capital Improvement Plan (CIP) projects on an as-needed basis, do not authorize the City Manager to execute said "First Amendment to Agreement for On-Call Project Management Services" with VAS, in the form attached hereto, and do not authorize a purchase order to VAS in the amount of $312,000 when "First Amendment to Agreement for On-Call Project Management Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

The current Agreement for Professional Consultant Services with VAS will be fully expended in by late 2011/early 2012. This new amendment to agreement in the amount of $312,000 is for on-going services throughout the anticipated duration of the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvement Projects. The new agreement termination date is June 30, 2013. Adequate funding is provided through the various budgeted capital improvement projects assigned to the consultant. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Avenue budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Amendment to Agreement for Professional Consultant Services will be funded through TUMF Capital Projects (Fund 415).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$196,000
Perris Boulevard Widening (Account No. 415.70225)	$116,000
Total	**$312,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for additional temporary project management consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, the First Amendment to Agreement for Professional Consultant Services with VAS is necessary to extend temporary professional staffing services to the Capital Projects Division. Staff recommends issuance of a purchase order to VAS in the amount of $312,000.00.

ATTACHMENT

Attachment "A" – First Amendment to Project Agreement for On-Call Project Management Services for Various Projects of the Capital Projects Division

Prepared By:
Kimberly Jester
Consultant Contract Administrative Assistant

Department Head Approval:
Chris A. Vogt, P.E
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

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FIRST AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

This First Amendment to Project Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and VAS Associates, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "PROJECT AGREEMENT FOR ON-CALL FY 10/11 PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION," hereinafter referred to as "Agreement," dated September 21, 2010.

Whereas, the Consultant is providing consultant Project Management services for budgeted Capital Improvement Plan (CIP) projects of the Capital Projects Division.

Whereas, it is desirable to amend the Project Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated June 14, 2011, for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A -- First Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The Project Agreement termination date is extended from March 31, 2012 to June 30, 2013.

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

1.2 Exhibit “B” to the Project Agreement is hereby amended by adding to the scope of work section described in Exhibit “A” -- First Amendment, entitled "Consultant Proposal."

1.3 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “B” -- First Amendment, entitled “Cost Summary.”

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed” fee of $312,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in Exhibit “A” - First Amendment.

1.5 The total “Not to Exceed” fee for this contract is $597,000 ($285,000 for the original Agreement plus $312,000 for the First Amendment to Project Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

MV00115387

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROJECT MANAGEMENT SERVICES FOR VARIOUS PROJECTS OF THE CAPITAL PROJECTS DIVISION

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Amendment to Project Agreement.

City of Moreno Valley

BY: _____
City Manager

DATE: _____

APPROVED AS TO LEGAL FORM:

_____
City Attorney

DATE: _____

VAS Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

BY: _____

TITLE: _____
(Corporate Secretary)

Attachment: Exhibit "A" – Consultant Proposal
Exhibit "B" – Cost Summary

Revised Dec 2010

VAS Associates, Inc.
571 Ruth Circle
Corona, CA 92879-8088
(951) 314 2288
Viren50@hotmail.com

June 14, 2011

Prem Kumar, PE
Deputy Public Works Director/Assistant City Engineer
City of Moreno Valley
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Annual On-Call Professional Consultant Services-Project Management for Capital Improvements. Expansion of Services.

Dear Mr. Kumar:

VAS Associates, Inc. (VAS) is pleased to submit this proposal that expands services based on our recent discussions that identified needs of Capital Projects Division of Public Works Department based on recently adopted new set of priorities for the division in accordance with the following:

A) It is our understanding that previous assignment to VAS as identified in VAS letter dated August 2, 2010 to the City has now been expanded/revised to include the following projects:

- Design, Right of Way, Utilities Relocations and Construction phases for Perris Boulevard Widening from Ironwood to Manzanita Project.
- Completion of PS&E, Utilities Coordination and Construction phases for Cactus Avenue widening from Lasselle Street to Nason Street project.
- Completion of PS&E, Utilities Coordination and Construction phases for Nason Street improvements from Iris Avenue to Cactus Avenue project.
- Close out of 2011 Citywide Bridge Maintenance Program project.
- Completion of PS&E and Major Utilities Relocations for Kitching Street Improvements-Phase II from Gentian to Cactus project.
- Completion of PS&E including Utilities Relocation design for Reche Vista Drive Realignment project.

B) Our staff hourly billing rate will be $120/Hour. Standard Work Week will be based on a 40 Hours/Week.

EXHIBIT "A"

C) VAS services are requested at least until June 30, 2013 to ensure completion of the above-mentioned project assignments.

D) All other terms of the "Agreement for Annual On-Call Professional Consultant Services – Project Management for Capital Improvements" between the City of Moreno Valley and VAS will remain in force.

We look forward to continue to provide quality project management services to the City of Moreno Valley. If you have any questions, please do not hesitate to contact me at 951.314.2288.

Sincerely,

Viren Shah, PE
Principal

COST SUMMARY

1. The Consultant's compensation shall not exceed $597,000 ($285,000 for the original Agreement, plus $312,000 for the First Amendment to Agreement).
2. The consultant will submit an invoice to the City once a month for work completed and accepted by the City. At no time will the City pay for more services than have been satisfactorily completed, and the City Engineer's (or his/her representative's) determination of the amount due for any progress payment shall be final.
3. The Consultant's invoice shall include all subconsultant invoices for the same period as the Consultant's invoice.
4. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of invoice.

EXHIBIT "B"

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director / City Engineer

AGENDA DATE: July 12, 2011

TITLE: AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES WITH DMC DESIGN GROUP, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto.

3. Authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties.

BACKGROUND

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require

dedicated, knowledgeable, and efficient support with experience in assisting with these types of projects.

The Capital Projects Division currently receives Consultant Administrative Specialist services for several design and construction projects under an existing professional consultant service contract with RLZ Engineering, Inc. which is anticipated to be fully expended shortly. The key individual with RLZ Engineering, Inc. will be moving over to DMC Design Group, Inc. (DMC) and proposes to provide similar services through a new agreement with DMC.

Consultant staff will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with coordinating weekly meetings, permit and license processing, utility coordination, tracking consultant, vendor, and contractor progress, ensuring contract requirements are met, processing agreements and amendments, writing purchase requisitions and change orders, processing invoices for payment, labor and DBE compliance, as well as construction legal requirements.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes proficient review of certified payroll and vast knowledge of Department of Industrial Relations requirements, long-standing and proven history of processing contractor payments within 30 days including dealing with Stop Notices and release of retention in line with City financial and accounting procedures, understanding of the public bidding procedures and contract administration per the Public Contract Code, as well as processing Stop Notices and fulfilling Public Records requests in coordination with the City Clerk's Office. The Consultant staff has five years experience in Capital Projects and an additional five years experience in the construction engineering field for the private sector.

Consultant staff has a long-standing and proven track record of providing administrative support to on-time and on-budget projects such as the Lasselle Street Widening, Kitching Street Phase I Improvements, and the last two cycles of the Annual Bridge Maintenance Program. In addition to the services provided for the Cactus Avenue and Nason Street projects, the consultant staff will assist with the contract administration, accounting, invoice processing, as well as the development of the Five-Year CIP Budget for other approved projects on an as-needed basis.

The consultant staff will work on a full-time, 36-hour per week schedule. The Agreement termination date is June 30, 2013. DMC has acknowledged the current economic downturn that the City faces, and has reduced the hourly rate by approximately 2%.

ALTERNATIVES

1. Approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted

Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Agreement for Professional Consultant Administrative Services" with DMC Design Group, Inc. (DMC), 170 N. Maple Street, Corona, CA 92880-1703, to provide Professional Consultant Administrative Services for budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Agreement for Professional Consultant Administrative Services" with DMC, in the form attached hereto, and do not authorize a purchase order to DMC in the amount of $139,000 when said "Agreement for Professional Consultant Administrative Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted City capital improvement projects.*

FISCAL IMPACT

This proposed "Agreement for Professional Consultant Administrative Services" with DMC in the amount of $139,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$80,000
Perris Boulevard Widening (Account No. 415.70225)	$40,000
Moreno Beach Widening (Account No. 416.83428)	$7,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$139,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant administrative services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Agreement for Professional Consultant Administrative Services with DMC Design Group, Inc. Staff also recommends issuance of a purchase order to DMC in the amount of $139,000.00.

ATTACHMENT

Attachment "A" – Agreement for Professional Consultant Administrative Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File
W:\CapProj\CapProj\hirestaffconsultant\DMC Design Group\DMC Agreement Staff Report 7-12-11.DOC

AGREEMENT FOR PROFESSIONAL
CONSULTANT ADMINISTRATIVE SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and DMC Design Group, Inc., a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Scope of Work) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT FOR PROFESSIONAL CONSULTANT ADMINISTRATIVE SERVICES

DESCRIPTION OF PROJECT

1. The project involves temporary administrative services for the Capital Projects Division associated with applicable capital improvements. The work will include administrative and accounting support services and other project-related duties as assigned.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Scope of Services shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **$139,000** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on June 30, 2013 unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth herein.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents

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their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no

obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent

acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than $1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant, its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an

endorsement containing the following provisions:

> "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully

discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of

the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records

available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree that, to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

DMC Design Group, Inc.

BY: _____

TITLE:_____
(President or Vice President)

_____
Date

BY:_____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Scope of Work
Exhibit "B" – Consultant's Proposal
Exhibit "C" – City's Responsibility
Exhibit "D" – Terms of Payment

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.
4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

Revised 10/13/09

EXHIBIT “D”

SCOPE OF WORK

Contract Administration Specialist

The Contract Administration Specialist is responsible for working with appropriate technical staff in overseeing, coordinating, administrating, and managing public works projects. The Contract Administration Specialist shall provide necessary services to assist technical staff on capital improvement projects in various phases of design and construction. Typically, these projects involve street, storm drain, traffic signal, and public facility improvements.

Duties consist of compiling, administering, and monitoring public works contracts and projects; administering project budgets; coordinating and mailing RFP's, addendums and documents for bidding; performing vendor solicitations; organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes; coordinating and scheduling required inspections, surveys and geotechnical tests; monitoring and updating project schedules; obtaining necessary permits; tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims; coordinating project website development; researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations; maintaining detailed project files and preparing project status reports; reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures. The Specialist will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.

June 15, 2011

Prem Kumar, PE
City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552

SUBJECT: Temporary Staffing for Professional Administrative Consultant Services

Dear Mr. Kumar:

DMC Design Group, Inc. is pleased to submit this proposal for Temporary Staffing for Professional Consultant Services for the City of Moreno Valley.

Kimberly Jester is currently providing Consultant Contract Administrative Specialist services through an agreement with RLZ Engineering, Inc. Ms. Jester has provided these services through RLZ as well as a City employee since October 2006. As of September 1, 2011, Ms. Jester proposes to begin performing through DMC Design Group, Inc. (DMC).

Scope of Services and Fees:

Ms. Jester will provide consultant administrative specialist services, on a full-time (36 hours per week) basis at a rate of $61.00 per hour (inclusive of all miscellaneous reimbursable expenses, such as mileage, mobile phone calls, etc.) or at Not to Exceed Fee of $139,000 for approximate fifteen months of service. Authorized work beyond normal 36 hours workweek will also be billed at $61.00 per hour.

Fees will be invoiced monthly based on actual time expended. Payment will be based on actual time expended in furnishing authorized professional services during the preceding calendar month and will include an hourly cost breakdown of assigned project numbers.

If you have any questions regarding this proposal, please contact me at 951.549.8100.

Sincerely,

Donna A. Cosper

Enclosure: Kimberly Jester Resume

Exhibit "B'

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@hotmail.com ▼ 858.775.9318

EXPERIENCE

2008 - Present **City of Moreno Valley – *Contract Administration Specialist, RLZ Engineering, Inc.***
2006 – 2008 **City of Moreno Valley – *Management Assistant, City Staff***

- Prepare project-specific expenditure analyses; including routine review of reports to ensure available budget versus expenditures balance.
- Develop and utilize spreadsheets, databases and other computer applications to assist with assigned studies, projects and reports.
- Perform analytical and administrative assignments in connection with preparation and management of division budgets and grant-funded programs.
- Perform administrative, management, program and other analysis assignments in accordance with established procedures and practices.
- Write contracts for services and goods for approval by Department Head through City Manager approvals.
- Prepare and process purchase requisitions and change orders for services and goods for approval by Department Head through City Manager approvals.
- Process contractor and service invoices for payment; including detailed review and analysis of invoice to ensure that charges are correct and consistent with work done.
- Review certified payroll reports for construction projects.
- Write staff reports for presentation to City Council.
- Review, edit and proofread other staff members' reports for presentation to City Council.
- Prepare exhibits and attachments for staff reports, with high attention to the accuracy of detailed data from multiple sources.
- Conduct research, analyze data and draft policy and procedure documents to address identified needs and issues

2003 - 2006 **Masson & Associates, Inc. – *Operations Manager***
Civil Engineering and Land Surveying Firm

- Create, write, edit and enforce standard operating procedures managing daily operations and the activities of administrative personnel including standard operating procedures for all business correspondence.
- Engage in promoting good will for the company by writing or selecting favorable publicity material and releasing it through various communications media.
- Research market conditions in local, regional, or national areas to determine potential sales of services.
- Provide training and assistance on a daily basis to ensure proper procedures are followed.
- Proofread and edit all business correspondence, checking for grammatical, punctuation, style and formatting errors.
- Provide quality assurance reviews of all marketing materials.
- Ensure all technical documents such as Due Diligence Reports are free of any typographical, grammatical, and punctuation errors.
- Write, edit, place and track job advertisements.
- Write, edit and format Corporate Statement of Qualifications and routinely revise based on target client.
- Responsible for maintaining updated database of all departmental job descriptions for existing positions and creating new ones for new position.
- Assist in the analysis of data from survey sources to determine salary competitiveness.
- Maintain electronic and manual employee benefits records for employees.
- Maintain employee manual and update as needed to ensure compliance.
- Suggest advertising placement.
- Organize special events.

Exhibit "B-2"

MV00115412

Kimberly J. Jester
25572 Mountain Glen Circle
Sun City, CA 92585
kj_jester@hotmail.com ▼ 858.775.9318

1998-2003 **Mentus, *Office Manager***
Biotechnology Marketing Firm

- Proofread and edited all written material.
- Provided administrative support to five partners.
- Assisted with the dissemination of press releases four times monthly.
- Assisted media buyer with preliminary calls to publications for mechanical specifications, ad rates and editorial calendars.
- Assisted in creation of media plans.
- Assisted in client and product naming on a project basis.
- Coordinated travel for five employees, including CEO and Vice President of Creative, on a monthly basis.
- Organized special events for employees, clients and vendors, including, but not limited to annual holiday party for more than 60 guests.
- Created FileMaker Pro databases for prospecting new clients, travel coordination, and directory sales.
- Organized direct mailings to over 1,000 contacts.
- Facilitated, in conjunction with CFO, accounts payable and receivable, deposits, and the collection of past due accounts.
- Conducted ongoing Internet research for competitors of 30-plus current clients as well as researched industry trends.
- Coordinated weekly direct mailings to prospective clients for marketing team.
- Conducted orientation and training of newly hired employees.
- Updated Media Map and Online Media Atlas databases (web based data management program).

Education

San Diego State University, San Diego, CA

- Certification in Event and Meeting Planning
- Certification in Strategic Marketing in Action

University of San Diego, San Diego, CA
Sarah Lawrence College, Bronxville, NY

Professional Training Seminars

- Effective Proofreading and Business Writing, SkillPath Seminars
- Winning Proposals and Presentations, PSMJ
- Notary Public, State of California through 2010
- Strategies for Public Sector Contracting, Metropolitan Water District/San Diego County Water Authority
- Navigating the Maze of Leaves of Absence, Strategic HR
- Improving Employee Performance through Coaching, Strategic HR
- How to Manage the Front Desk, Skill Path Seminars

Computer Skills

Microsoft Office (including Project 2003, Publisher, Word, Excel, Outlook, PowerPoint), Adobe Acrobat, Internet, JD Edwards OneWorld

MV00115413

CITY - SERVICES TO BE PROVIDED

TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **$139,000.**
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.
4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

Revised 10/13/09

EXHIBIT "D"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH SA ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects.

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto.

3. Authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

BACKGROUND

On July 8, 2008, the City Council approved the "Agreement for Professional Consultant Services" with SA in the amount of $350,000 for temporary professional consultant services for the Capital Projects Division. On February 10, 2009, City Council approved the "First Amendment to Agreement for Professional Consultant Services" with SA for an additional $350,000. On November 11, 2009, the City executed the "Second Amendment to Agreement for Professional Consultant Services" with SA for a time extension only. On November 18, 2010, the City executed the "Third Amendment to Agreement for Professional Consultant Services" with SA for an additional time extension, extending the termination date of the contract to December 31, 2011.

On June 14, 2011, the City Council approved an $85.773 million CIP Budget. Adequate personnel resources are required to ensure that these projects are successfully managed and completed in a timely manner and within budget.

DISCUSSION

On April 26, 2011, City Council approved the Economic Development Action Plan that re-sequenced a number of Capital Improvements Projects, allowing for the funding of Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects identified to cost up to $23 million. On June 14, 2011, City Council approved the FY 11/12 CIP budget including funding for the two referenced projects. These fast-tracked projects will require dedicated, knowledgeable, and efficient technical engineering support with experience in assisting with these types of projects.

SA Associates staff, in the capacity of in-house technical consultant, will directly assist the Project Manager for the Cactus Avenue and Nason Street projects with mapping including plot preparation and reproduction, preparation of project schedules, utility coordination, and other technical engineering related tasks as necessary for the successful completion of the projects. Such technical services will be rendered for other funded CIP projects on an as-needed basis.

Consultant staff has a unique background and skill set that is essential to the Division. Key experience includes extensive designing and drafting utilizing Auto Cad 3D Civil software, preparation of legal descriptions, plats, and boundary closures in coordination with right of way agents, and preparation of engineering cost estimates for multiple uses including the Development Impact Fee (DIF) Nexus Study Report. In addition, consultant staff has been integral in the securing of $1.3 million in grant monies including $900,000 for the Highway Safety Improvement Program (HSIP), $170,000 for the Bicycle Transportation Account (BTA), and $254,000 for the Safe Routes to School Program (SR2S).

The consultant staff has a long-standing and proven track record of providing exceptional support to projects such as the School Walkway Infill, Public Safety Building Tenant Improvements and Expansion, Emergency Operations Center construction, and Iris Street Improvements. The consultant staff also provides technical services for the 5-year Capital Improvements Plan (CIP) and will continue to assist with the design of Street Improvement Program (SIP) and Citywide Annual Pavement Resurfacing Program Plans.

The consultant will work on a full-time, 36-hour per week schedule. The Agreement termination date is extended to June 30, 2013.

ALTERNATIVES

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and authorize a Change Order to increase the

Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Fourth Amendment to Agreement for Professional Consultant Services" with SA Associates, Inc. (SA), 1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 to provide Professional Consultant Services budgeted Capital Improvement Plan (CIP) projects, do not authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with SA, in the form attached hereto, and do not authorize a Change Order to increase the Purchase Order to SA in the amount of $185,000 when "Fourth Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The current Amendment to the Agreement for Professional Consultant Services will be expended by September 2011. This proposed "Fourth Amendment to Agreement for Professional Consultant Services" with SA in the amount of $185,000 is for on-going services throughout the anticipated duration of the Cactus Avenue and Nason Street projects. The new agreement termination date is June 30, 2013. The agreement provides the City with the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Cactus Avenue and Nason Street budgets (Account No. 125.New) to encumber the purchase order. As costs for projects other than Cactus Avenue and Nason Street projects are incurred, the expenditures will be transferred to the capital projects for which services were performed. The remaining associated costs for the Agreement for Professional Consultant Services will be funded through Measure A Funds (Fund 125), TUMF Capital Projects (Fund 415), and DIF Arterial Streets (416).

Consultant Service Funding Allocation in FY 11/12

Cactus Avenue and Nason Avenue (Account No. 125.New)	$75,000
Perris Boulevard Widening (Account No. 415.70225)	$32,000
Perris Boulevard Widening (Account No. 415.70125)	$32,000
SR 60 Nason and Moreno Beach Improvements (Account No. 415.70024)	$24,000
Moreno Beach Widening (Account No. 416.83428)	$10,000
Heacock Street Bridge Rehabilitation (Account No. 125.66825)	$12,000
Total	**$185,000**

Funding for this project is restricted to capital improvements and cannot be utilized for operational activities. There is no impact on the General Fund.

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Due to the need for experienced consultant services for the Cactus Avenue between Lasselle Street and Nason Street and Nason Street between Cactus Avenue and Iris Avenue Improvements Projects, staff recommends authorizing the Fourth Amendment to Agreement for Professional Consultant Services with SA Associates, Inc. Staff also recommends issuance of a purchase order to SA in the amount of $185,000.00.

ATTACHMENT

Attachment "A" - First Amendment to Agreement for Professional Consultant Services

Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director / City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director / Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

c: File

W:\CapProj\CapProj\hirestaffconsultant\SA Associates\Agreement (June 2008)\Fourth Amendment 7-2011\SA Assoc Staff Rpt Fourth Amendment 07-2011.DOC

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **SA Associates, Inc.**, a California corporation hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 29, 2008.

Whereas, the Consultant is providing professional consultant services for various projects of the Capital Projects Division.

Whereas, the Agreement was amended on February 10, 2009 to extend the professional consultant services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 11, 2009 to extend the termination date for professional consultant services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on November 18, 2010 to extend the termination date for professional consultant services in the Third Amendment to Agreement for Professional Consultant Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

Attachment "A"

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES

Whereas, it is desirable to amend the Agreement termination date as is more particularly described in Section 1 of this Fourth Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from December 31, 2011 to June 30, 2013 by this Amendment.

1.2 Exhibit "A" to the July 29, 2008 Agreement is hereby amended by adding to the "Scope of Work" section described in Exhibit "A" to this Fourth Amendment, entitled "Amended Scope of Work".

1.3 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $185,000.00, as set forth in the above-referenced "Amended Scope of Work", in consideration of the Consultant's performance of the work set forth in Exhibit "A" to this Fourth Amendment.

1.4 The total "Not to Exceed" fee for this contract is $885,000.00 ($350,000.00 for the original Agreement plus $350,000.00 for the First Amendment to Agreement, plus $0.00 for the Second and Third Amendments to Agreement, plus $185,000.00 for the Fourth Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

SA Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A" – Amended Scope of Work

Revised Feb 2009

Amended Scope of Work

Summary Scope of Work for Professional Consultant Services

SA Associates, Inc. staff will work as directed by the City Engineer in accordance with Page 1 of Exhibit "A" (inclusive of all miscellaneous reimbursable expenses, such as mileage, phone calls, etc.). The City may assign a variety of projects and tasks to the assigned SA Associates, Inc. staff members. The City Engineer has the right to review any proposed personnel replacement or additions and associated rate changes.

In addition to the scope of work defined in Exhibit "A" of the July 29, 2008 Agreement for Professional Consultant Services, the scope of work is amended as follows:

Tasks

1) Work on a variety of tasks and projects as assigned by the City Engineer.

2) The total "Not-to-Exceed" fee for the aforementioned services is $885,000 ($350,000 for original Agreement in July 2008, plus $350,000 for First Amendment to Agreement in February 2009, plus $0.00 for the Second and Third Amendments to Agreement in November 2009 and November 2010 respectively, plus $185,000 for the Fourth Amendment to Agreement).

3) The current assignment involves Deepak Solanki, Technical Consultant, at $75 per hour on an as-needed basis.

EXHIBIT "A"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: RESOLUTION DECLARING THE REAL PROPERTY AS EXCESS AND SETTING A PUBLIC HEARING AUTHORIZING SALE FOR REMAINDER OF PARCEL - APN 475-272-054 (PART OF IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD)

RECOMMENDED ACTION

Staff recommends that the City Council:

Approve and adopt Resolution No. 2011-74 to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property.

BACKGROUND

On May 25, 2010 the City Council approved acquisition of the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. The City acquired title to the property on July 29, 2010. The house on the property was demolished in May 2011 to make way for the proposed improvements. The property was acquired utilizing TUMF funds due to the direct transportation corridor related improvements that are required.

DISCUSSION

The improvements fronting this property along Ironwood Avenue and Davis Street will include a new curb ramp, sidewalks, and the relocation of power poles fronting Ironwood Avenue. The ultimate public right of way will be 44 feet from the centerline

along Ironwood Avenue and 33 feet from the centerline along Davis Street at the northwest corner.

The original lot size was 7,759 square feet, and purchased at $124,500. The ultimate improvements at the northwest corner of Ironwood Avenue and Davis Street, abutting to this property will occupy 2,534 square feet. The remaining vacant land, with an area of 5,225 square feet, is excess, not needed for public purposes, and considered a substandard residential lot in the current zone R5. The potential use and development of this remaining land is very limited but a single family home may be constructed subject to review and approval of a variance by the Planning Division. If the City retains ownership and the land remains vacant, it will require periodic on-going maintenance and weed abatement services most likely funded with General Fund monies as the surplus property is not needed for transportation related purposes. Therefore, City Council is being asked to set a public hearing date for August 23, 2011 at 6:30 p.m. at City Hall to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222. If there are no issues identified at the public hearing, the property would be offered for sale to qualified public agencies within a 60-day time frame. If there is no interest from a qualified public agency, the City could but would not be obligated, to put the property up for sale to the public at the expiration of the 60-day period.

The hearing is required by California Government Code, Section 37422. If City Council approves setting the hearing date, the Resolution will be published in the Press Enterprise, and the Resolution will be posted at the real property.

ALTERNATIVES

1. Adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative would allow the City to have a hearing to potentially sell the excess land.*

2. Do not adopt the Proposed Resolution to declare the real property, APN 475-272-054, as excess, set a public hearing to identify any issues with the sale of the remainder parcel, and authorize staff to solicit offers for the purchase of said real property. *This alternative will result in delaying or stopping the potential sale of excess land.*

FISCAL IMPACT

There is no material fiscal impact to the adoption of the Proposed Resolution.

SUMMARY

The City acquired the entire property APN 475-272-054, located at 11987 Davis Street in Moreno Valley in order to attain the required right of way for the

Ironwood Avenue street improvements project from Heacock Street to Perris Boulevard and the Southern California Edison power pole relocation. Once the improvements are constructed, the remaining property area of 5,225 square feet can be disposed of as surplus property. If the City retains ownership of this property, it would require periodic on-going maintenance and weed abatement services. Therefore, City Council is being asked to set a public hearing date to allow for the potential selling of the property as surplus land in accordance with Government Code section 54222.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Proposed Resolution

Prepared By:
Henry Ngo
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Henry - 06-50182625 Ironwood - Heacock to Perris\CC Reports\Real Property\7-12-11 Resolution for Surplus Land Sale APN 475-272-054 b.doc

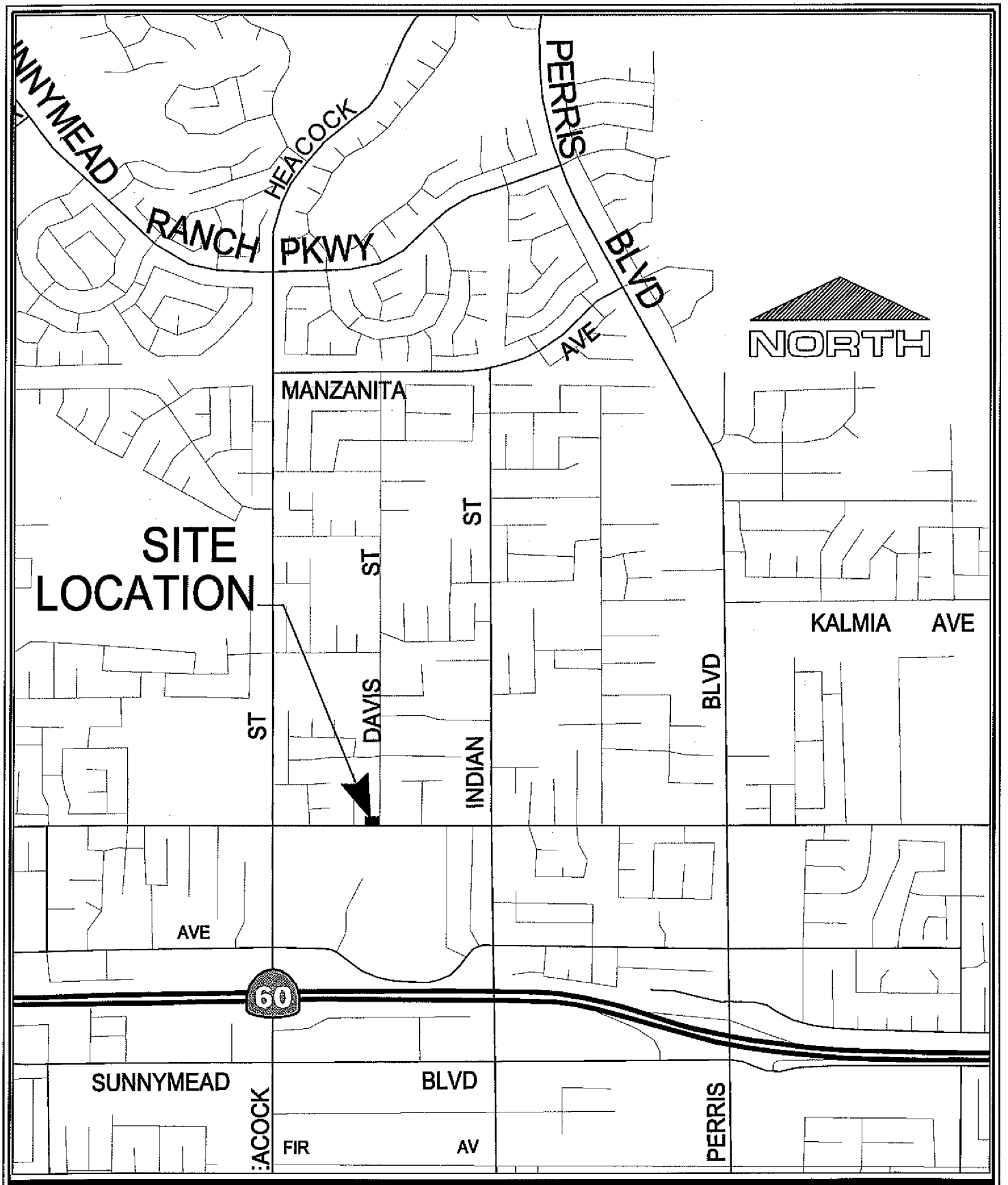

LOCATION MAP

Scale: None	11987 DAVIS STREET APN 475-272-054
ATTACHMENT "A"	EXCESS PROPERTY- 0.12 ACRES

MV00115427

RESOLUTION N0. 2011-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND CONVENIENCE REQUIRE THE SALE OF A REMAINDER PARCEL EXCESS TO PUBLIC USE.

WHEREAS, the City Council of the City of Moreno Valley desires to sell the remainder parcel APN 475-272-054, total area of 5,225 square feet, as described in Exhibit "A", that is attached hereto; and

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

1. The time and place for hearing protests to the sale of said real property shall be held on August 23, 2011, at 6:30 p.m. at City Hall, located at 14177 Frederick Street, Moreno Valley, California.
2. The City Council finds that the public interest and convenience require the sale of the subject real property for the following reasons:
    a) The real property is excess to that needed for public purposes; and
    b) There is an on-going cost to maintain and weed abate if ownership is retained by the City; and
    c) It is advantageous to return the property to private ownership for use and maintenance.
3. The City Clerk shall publish a copy of this Resolution in the Press Enterprise, a daily newspaper and shall cause a copy of said Resolution to be posted at the real property.

Resolution No. 2011-74
Date Adopted: July 12, 2011

Attachment "B"

4. At the hearing, any interested person may protest to the proposed sale. Any protests must be overruled by a 4/5ths vote of the Council members.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

LEGAL DESCRIPTION

In the City of Moreno Valley, that remainder parcel of land being a portion of lot 63 as shown on the map of Moreno Acres, filed in Book 11 of Maps, Page 53, records of the County of Riverside, State of California, more particularly described as follows:

BEGINNING at the southwestly corner of the east half of the east half of said lot 63; thence North 00°07'15" East, a distance 14 feet to a point 44 feet northly of the centerline of Ironwood Avenue, said point being the **TRUE POINT OF BEGINNING**;

Thence North 00°07'15" East, 41.50 feet along the east property line; thence N 89°50'30" East, 132.48 feet along the north property line to a point on a line parallel with and distant 33.00 feet westerly of Davis Street centerline; thence South 00°06'30" West, 18.66 feet along said line; thence Southwestly, a distance of 33.13 feet to a point on a line parallel with and distant 44.00 feet northerly of Ironwood Avenue centerline; thence South 89°50'30" West, a distance of 108.60 feet, more or less, along said last mentioned parallel line to the **TRUE POINT OF BEGINNING.**

The land described herein contains approximately 5,225 square feet (0.12 acres).

See Sheet 2 of 2 for a plat depicting the above described property.

APN: 475-272-054

CITY OF MORENO VALLEY,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
POR. LOT 63 ON MAP OF MORENO ACRES
BOOK 11 PAGE 53

EXHIBIT "A"
SHEET 2 OF 2

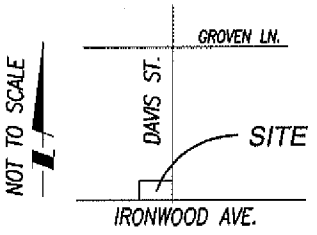

VICINITY MAP

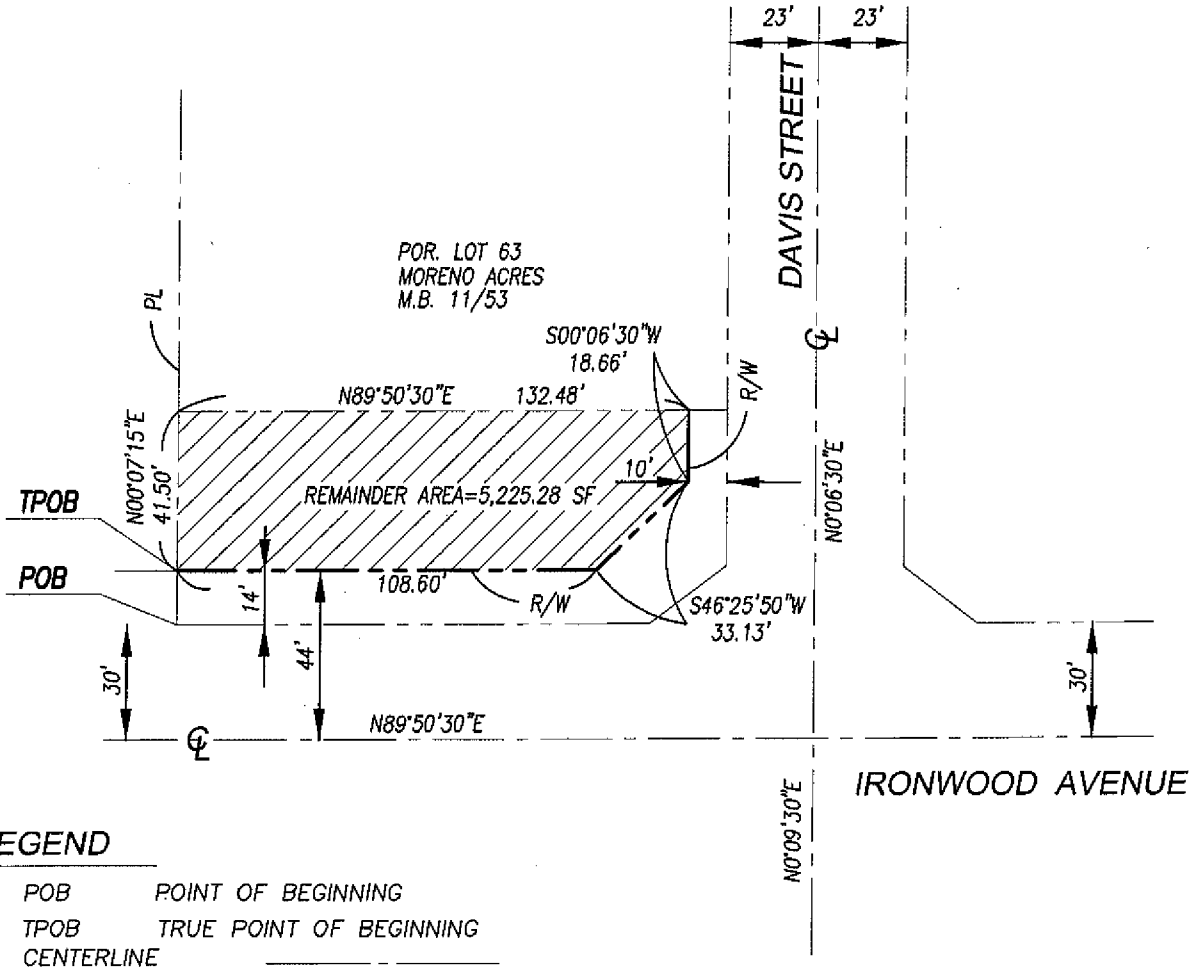

LEGEND

1. POB — POINT OF BEGINNING
2. TPOB — TRUE POINT OF BEGINNING
3. CENTERLINE
4. EXISTING ROW
5. NEW ROW
5. PROPERTY LINE

REMAINDER AREA = 5,225.28 SF

SCALE: 1"=50'

CITY OF MORENO VALLEY	PREPARED FOR: PLAT MAP FOR 11987 DAVIS STREET APN 475-272-054

File: Y:\Henry - 05-50182625 Ironwood - Heacock to Perris\Design Phase\Auto CAD\Phase II ROW\Exhibit A 11987 Davis St.dwg Jun 14, 2011

MV00115432

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-75 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	**SUMMER**		**WINTER**	
600 kWh usage	-$1.68	-2.03%	-$3.52	-3.39%
1,000 kWh usage	-$6.56	-3.64%	-$9.02	-4.12%

Average Small Commercial Schedule B	**SUMMER**		**WINTER**	
2,978 kWh usage	-$43.64	-7.86%	-$24.11	-5.74%

Average Large Commercial Schedule C	**SUMMER**		**WINTER**	
24,531 kWh usage, Demand of 100 kW	-$407.22	-7.61%	-$133.35	-4.11%

Average Large Commercial, TOU Schedule TOU-LGS	**SUMMER**		**WINTER**	
386,896 kWh usage, Demand of 865 kW	-$5,369.69	-7.70%		
392,333 kWh usage, Demand of 666 kW			-$2,087.99	-5.48%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	-$2.83	-4.77%	-$2.83	-4.77%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	-$147.57	-1.15%	-$147.57	-1.15%
Schedule SL-1 22,000 Lumen (317 lights)	-$160.97	-2.89%	-$160.97	-2.89%
Schedule SL-2 27,500 Lumen (139 lights)	-$103.49	-5.88%	-$103.49	-5.88%
Schedule SL-3 (per lamp)	$2.18	0.51%	$2.18	0.51%

If approved by the City Council, these changes will become effective at 12:00 a.m. on July 13, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be a reduction in rates.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.*

2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues are projected to decrease if the proposed changes are adopted by the City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:
The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\Electric Utility\Administration - Finance\Staff Reports\2011 SR's\SR - Rate and Rules Adjustments 12 July 2011.doc

RESOLUTION NO. 2011-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Resolution No. 2011-75
Date Adopted: July 12, 2011

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department.

APPROVED AND ADOPTED this 12th day of July 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Resolution No. 2011-75
Date Adopted: July 12, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

[**NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

Resolution No. 2011-75
Date Adopted: July 12, 2011

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial and Administrative Services Director

AGENDA DATE: July 12, 2011

TITLE: Approve Three-Year Agreement with Canon Business Solutions to Extend the Current Copier Contract

RECOMMENDED ACTION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

SUMMARY

In June of 2006 the City awarded the copier agreement to the Canon Copier Company from the Request for Proposal No. 05/06-08. Canon has worked closely with the city to provide the latest technology for copying, printing and scanning from their machines. Canon support staff is very responsive and work well with city staff on handling any problems or concerns. The current and proposed extension agreement includes both a cost-per-copy and annual maintenance agreement.

BACKGROUND

The Purchasing & Facilities Division has the responsibility to provide copy machines and their necessary maintenance for City offices. The copier fleet consists of 26 machines throughout city facilities. The City utilizes the cost-per-copy method that allows for a not-to-exceed amount of copies per quarter. Payment for all copier operational costs is handled through division operating budgets via the internal service fund charge-back system. When applicable, overage copy counts are added to the base amount on a quarterly basis.

Digital state-of-the-art technology in modern copy machines provide electronic networking which will allow staff to send print to a copier from the desktop when desired. Additionally, scanning to server capabilities is built into the copiers. The agreement provides fixed base pricing for the duration of a three-year period based on a year-by-year annual approved encumbrance in the City budget. The agreement provides that the City may upgrade, add or delete functions, services or products to the program as needs change throughout the contract period.

DISCUSSION

During the city's effort of asking for vendor participation in a 10% pricing reduction, the Canon company offered a 23.75% ($9,538 per month vs. $7,273 per month) overall decrease in exchange for our three-year extension agreement. This represents a monthly savings of $2,265 and translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. Additionally, Canon will exchange a total of six existing older machines for brand new copiers, at no cost to the city, due to excessive meter counts.

ALTERNATIVES

1. Staff recommends that the City Council award the three-year extension agreement to Canon Business Solutions in the total amount of $261,828 as being in the best interest of the City.

2. Elect to not award the three-year extension agreement copier agreement to Canon and provide further direction to staff.

FISCAL IMPACT

Approval of Alternative No. 1 will obligate the City to a base annual expenditure in Account Number 00754.75440.6281 of:

- $174,552 ($87,276 for each of years one and two). These funds are provided for in the City Manager's recommended FY 2011/2012 and FY 2012/2013 budgets.
- $87,276 where budgets are subsequently approved in FY 2013/2014.

Approving this contract extension represents monthly savings of $2,265 from the existing base contract cost. This translates to $27,810 annually or a total of $81,540 over the 3 year contract extension period. This contract directly affects the Internal Service Fund – Facilities.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the three-year agreement to extend the current contract with Canon Business Solutions in the total base amount of $261,828, representing a 23.75% price decrease or total savings of $81,540, as being in the best interest of the City.

ATTACHMENTS/EXHIBITS

Prepared By:
Name Rix Skonberg
Title Purchasing & Facilities Division Manager

Department Head Approval:
Name Richard Teichert
Title Financial & Administrative Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

AMENDMENT TO FACILITIES MANAGEMENT AND SERVICE AGREEMENT

This AMENDMENT No. 4 ("Amendment") is effective as of July 1, 2011 ("Effective Date") and supplements/modifies the Facilities Management and Service Agreement dated June 19, 2006, as amended (collectively, the "Agreement") between Canon Business Solutions Inc. ("CBS") and **the City of Moreno Valley** ("Customer") as follows:

1. All defined terms shall have the meanings set forth in the Agreement unless expressly defined herein.

2. Paragraph 2 of the Preamble of the Agreement is striken in its entirety and superseded by the following: Customer has during the term of the Agreement acquired by lease from a third party (or previously owned) the Items of equipment referenced in Addendum A to the Agreement ("Customer Owned Equipment").

3. As of the effective date, CBS agrees to provide to the Customer equipment ("Equipment") and FM Services for the Equipment and Customer Owned Equipment under the terms and conditions of the Agreement and as supplemented by this Amendment for an additional term of thirty-six (36) months concluding on July 5, 2014. The base quarterly charge shall be increased from $6,667.48 to $21,819.00, plus applicable taxes.

4. CBS will continue to provide the FM Services to the Customer Owned Equipment listed on Exhibit A currently on Customer site(s).

5. CBS will add the following Equipment in connection with the ongoing provision of FM Services under the Agreement :

Location	Model
COD-Graphics Rm 104	IR 6065
Finance Rm 246	IR 6065
Doc Imaging Rm 207	IR 6065
Recreation Center 1st Floor	IR 6065
Police Dept	IR 6065
Employment Resource Center	IR 6065

The configuration for each main unit will be as follows:

Item Description	Item Code
IMAGERUNNER ADVANCE 6065 V2 BASE MODEL	3892B011
STAPLE FINISHER-E1	3894B001
PCL PRINTER KIT-AJ1 ELAN	3905B005
PS PRINTER KIT-AJ1 ELAN	3906B006
ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	1972V064
ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D	1972V073

6. Customer hereby authorizes CBS to pick up the equipment listed below. Customer acknowledges that this equipment will be shipped to Canon Financial Services, Inc. and CBS' sole obligation is to use commercially reasonable efforts to pick-up and remove the return equipment and to arrange, on your behalf and at CBS' expense and risk (but only to the extent of obvious damage in transit), for the shipment of the equipment to Canon Financial Services, Inc.

Location	Remove Model	S/N
CDD-Graphics Rm 104	IR6570	SLP12175
Finance Rm 246	IR6570	SLP12176
Doc Imaging Rm 207	IR6570	SLP12333
Recreation Center 1st Floor	IR6570	SLP12434
Police Dept	IR6570	SLP12929
Employment Resource Center	IR5000	NRL03962

7. Customer agrees to the following per impression charges :
   $0.00716 per black and white impression in excess of 750,000 impressions per quarter; and
   $0.0484 per color impression in excess of 14,000 impressions per month.

   An 11 X 17 image shall count as two images

8. Customer agrees that CBS will issue a check in the amount of $37,225 ("Buy-Out Reimbursement") which will be paid directly to Canon Financial Services by CBS. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for early termination of the lease of Customer Owned Equipment noted in Section 6 above and in Exhibit A. Customer acknowledges and agrees that CBS' financial obligation with respect to the Buy-Out Reimbursement is limited to Thirty Seven Thousand Two Hundred Twenty Five ($37,225), and that Customer is responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. In the event, Customer cancels the Agreement prior to the end of the then current term, Customer agrees to pay CBS the pro-rata amount of the Buy-Out Reimbursement based on the number of months remaining in the then current term.

9. The following supplemental terms and conditions are hereby added to the Agreement:
   i. CBS shall have full and free access to the Equipment and Customer Owned Equipment to provide service thereon and to perform meter readings. In addition, Customer authorizes CBS to use networked features of the Equipment and Customer Owned Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment and Customer Owned Equipment over Customer's network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. If CBS does not receive Customer's timely meter readings, Customer agrees to provide meter readings in accordance with the applicable billing cycle for each unit of Equipment and Customer Owned Equipment as specified in this Agreement.
   ii. Customer agrees neither to make any alteration in the Equipment nor to remove it from the location where installed by CBS without prior written approval of CBS. Customer shall bear all risk of loss or damage to Equipment while on Customer's premises. Customer further agrees to return the Equipment at the end of the Term in the same condition as when received except for reasonable wear and tear.
   iii. Title to the Equipment shall remain at all times with CBS, and the Customer agrees that the CBS plaque affixed to the Equipment will not be removed. Customer agrees to keep the Equipment free from all liens, security interests and encumbrances. CBS is hereby authorized to file a financing statement to evidence its ownership in the Equipment in the possession of the Customer.

iv. CBS warrants that it is the owner of the Equipment and that it has the right to perform the Services. Except for the foregoing warranty, CBS' OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, AND CBS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE SERVICES.

v. Provision of toner includes replenishment of consumables for Equipment and Customer Owned Equipment only. Customer shall be deemed to have materially defaulted under the terms of this Agreement if any supplies provided hereunder are used for other than Equipment and Customer Owned Equipment supplied by CBS or for Customer Owned Equipment under the FM Services of the Agreement. In the event that usage of any such consumable supplies provided hereunder exceeds manufacturer specifications for conventional office imaging coverage by more than 10%, CBS may invoice Customer for such excess usage.

vi. If Customer fails to pay any invoice within thirty days of the invoice date, Customer shall pay a monthly late charge equal to the lesser of one and one-half percent (1.5%) of the overdue amount, or the maximum amount allowed by law.

vii. Customer acknowledges that the hard drive on the Equipment and Customer Owned Equipment may retain images, content or other data during normal operation of the Equipment ("Data") and that exposure or access to the Data by CBS, if any, is purely incidental to the services performed by CBS. Neither CBS nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CBS or any leasing company. Customer is solely responsible for: (i) compliance with applicable law and legal requirements pertaining to data privacy, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from CBS at current rates an available option for the Equipment and Customer Owned Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive).

10. The following will be of no force or effect if the Customer is not a State or a Political Subdivision of a state within the meaning of Section 103(C) of the Internal Revenue Code of 1986, as amended.

i. The Customer warrants that it has funds available to pay the payments ("Payments") payable pursuant to Agreement between Customer and CBS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CBS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to the CBS for the Equipment, Customer may, upon prior written notice to CBS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CBS, in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CBS due thereafter, provided: (1) the Equipment is returned to CBS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to the Lessor. In the event Customer returns the Equipment pursuant to the terms herein, CBS shall retain all sums paid by Customer. Customer's Payment obligations in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

ii. The undersigned represents and warrants to CBS that all action required to authorize the execution and delivery of this Amendment on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect.

11. For any and all amendments to the Agreement with regard to the provision of Equipment to Customer, whether entered into before, during or after the effective date of this amendment and where the expiration date of such amendment falls after the expiration date of the Agreement, the expiration date of the amendment shall control, unless the amendment expressly states that it is coterminous with the Agreement.

12. Customer agrees that CBS may accept an electronic image of this Amendment as an original, and that electronic copies of your signature will be treated as an original for all purposes.

13. Except as supplemented/modified hereby, all terms of the Agreement remain in full force and effect and are ratified and confirmed in all respects.

IN WITNESS WHEREOF, each of the undersigned have caused this AMENDMENT to be executed by their duly authorized officials effective the Effective Date, intending to be legally bound hereby.

CANON BUSINESS SOLUTIONS, INC.	City of Moreno Valley
By: [signature]	By:
Name: Timothy Robinson	Name:
Title: VP Operations	Title:
Date: 7/5/11	Date:

Approved Bus Ops
BN
6/29/11

CITY ATTORNEY
Approved as to Form
By: [signature] 6/29/11
Date

Amendment 4 - Exhibit A

Room	Building	Model	Serial
Behind Front Counter	City Hall 1st Floor	IR3570	SKV55637
CDD-I.T side of foyer, Rm 132	City Hall 1st Floor	IR5570	SLQ22472
CDD - Graphics Rm 104		IRC2620	SHP10670
Small rm near Cap Prjcts Rm 253	City Hall 2nd Floor	IR3570	SKV55633
Finance Audit Rm 203	City Hall 2nd Floor	IR3570	SKV65067
City Clerk, outside door		IR2270	SLH27585
Storage next to Dco Img Rm 208		IR5570	SLQ22668
Front Office	City Yard 1st Floor	IR3570	SKV55636
1st Floor	Animal Services	IR3570	SKV55484
1st Floor	Senior Center	IR3570	SKV55491
1st Floor	Public Library	IR2270	SLH27639
	Recreation Center 1st Floor	IR3570	SKV55487
1st Floor Ste 1-3	TS Annex	IR2270	SLH27642
1st Floor Ste 4	Facilities	IR2270	SLH27597
1 st Floor Ste 9	Enterprise Services	IR3570	SKV55645
Whse Office	City Yard 1st Floor	IR2020	KRR05658
Volunteer Services - off chamber lobby	City Hall 1st Floor	IR2020	KRR05565
S.T.A.R.S	Employment Resourse Center	IR3570	SKV55471
Volunteer Services - off chamber lobby	Emergency Operations	IR3035	MUP07387
Police Dept	PD Accounting	IR3035	MUP11450

Approved Bus Ops

Canon

Canon Financial Services, Inc.

CONVERSION ADDENDUM

RE: Agreement Number See Attachment **(Existing Agreement) and**
Application Number _____ **(New Agreement)**

This Conversion Addendum ("Addendum") is entered into by and between Canon Financial Services, Inc. ("CFS") and City of Moreno Valley ("Customer") and is effective as of the date set forth below (the "Effective Date").

RECITALS

A. CFS and Customer are parties to that certain agreement (whether designated a Lease, Rental Agreement, Master Agreement Schedule, or otherwise) with the agreement number indicated above ("Existing Agreement") for the lease or rental of certain equipment ("Existing Equipment").

B. The initial term of the Existing Agreement has expired or will soon be expiring, and the Existing Agreement is currently or will soon be in a in a renewal term.

C. Canon Business Solutions, Inc. ("CBS") and Customer are also parties to that certain Facilities Management Agreement with the application number indicated above ("New Agreement"; and together with the Existing Agreement, the "Agreements") for the lease or rental of certain other equipment and the provision of certain services ("New Equipment").

D. As of the Effective Date, the New Equipment has not been delivered to Customer, and therefore the lease or rental of the New Equipment and the provision of services under the New Agreement has not commenced.

E. CFS and Customer desire to amend the Existing Agreement and the New Agreement to allow for the equipment lease portion of the Payments (as defined in the Existing Agreement) coming due during the renewal term of the Existing Agreement (collectively, the "Renewal Payments") that are due and paid during the Credit Period (defined below) to be applied to the New Agreement once the New Equipment has been delivered to and accepted by Customer, all pursuant to the terms and conditions of this Addendum.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, CFS and Customer agree as follows:

1. During the period beginning on the Effective Date and ending on the date the New Equipment has been delivered to and accepted by Customer under the New Agreement (such period, the "Credit Period"), the Existing Agreement shall remain in effect pursuant to the applicable renewal provisions thereof. Customer shall continue to make its renewal term Payments to CFS under the Existing Agreement during the Credit Period.

2. When the New Equipment is delivered to Customer, Customer shall inspect and accept the New Equipment pursuant to the terms of the New Agreement. At such time, the Existing Agreement shall terminate, Customer shall return or purchase the Existing Equipment pursuant to the terms of the Existing Agreement, and the New Agreement shall commence.

3. Upon termination of the Existing Agreement and commencement of the New Agreement, CFS shall pay over to CBS the equipment lease portion of all Renewal Payments due under the Existing Agreement during the Credit Period and paid to CFS during the Credit Period (collectively, the "Credit Period Payments") to be applied by CBS to the payments that come due under the New Agreement. The Credit Period Payments shall not include (a) any amounts other than the equipment lease portion of the Payments under the Existing Agreement or (b) past due payments that were due prior to the Credit Period but received by CFS within the Credit Period. For example, and not by way of limitation, property taxes, late charges, insurance, overages, maintenance, and other such amounts shall not be deemed Credit Period Payments hereunder. For the avoidance of doubt, only the equipment lease portion of amounts that are both (i) due under the Existing Agreement during the Credit Period and (ii) received by CFS during the Credit Period will be credited to the New Agreement. In addition, if the Existing

Agreement is being upgraded into multiple transactions, only one of which is the New Agreement, only the portion of the payments made under the Existing Agreement with respect to Existing Equipment that is being upgraded to New Equipment under the New Agreement will be credited to the New Agreement. The eligible amount and Existing Equipment are listed below the signature blocks below.

4. Once all of the Credit Period Payments received by CFS have been applied to payments that have come due under the New Agreement, Customer will receive invoices from CBS for amounts due under the New Agreement for the remainder of the term (and any renewal term) of the New Agreement. Customer acknowledges that the first invoice Customer receives from CBS may be for less than a normal full monthly payment under the New Agreement, depending on the total amount of Credit Period Payments being applied; in such a case, the subsequent invoice would be for the normal full monthly payment under the New Agreement.

5. If Customer rejects the New Equipment for any reason, or otherwise cancels the New Agreement prior to its commencement, CFS shall be entitled to retain the Credit Period Payments as consideration for the use of the Existing Equipment during the Credit Period.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreements and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreements, the provisions of this Addendum shall in all respect govern and control.

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND DEALER AND ACCEPTED BY CFS.

CFS:	Customer:
CANON FINANCIAL SERVICES, INC. By:_____ Title:_____ Date:_____	_____ (Customer Legal Name) By:_____ Printed Name:_____ Title:_____
Acknowledged and Agreed by CBS: **CANON BUSINESS SOLUTIONS, INC.** By:_____ Printed Name:_____ Title:_____	By:_____ Printed Name:_____ Title:_____

CITY ATTORNEY
Approved as to Form

By: _____ 6/29/11
Date

TO BE COMPLETED BY DEALER:
(check one)

- ☒ All Existing Agreement renewal payments to be credited to New Agreement. (100% Qualifying Equipment)
- ☐ Partial Existing Agreement renewal payments to be credited to New Agreement:
  - Payment amount under Existing Agreement: $_____ per billing period + applicable use taxes
  - Amount eligible as Credit Period Payments: $_____ per billing period + applicable use taxes
    (Contact CFS to verify portion of payment eligible for credit.)

List of eligible Existing Equipment:
See City of Moreno Valley/ Canon Amendment #4

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Canon

Canon Financial Services, Inc.

CONVERSION ADDENDUM

RE: Agreement Number See Attachment **(Existing Agreement) and**
Application Number _____ **(New Agreement)**

This Conversion Addendum ("Addendum") is entered into by and between Canon Financial Services, Inc. ("CFS") and City of Moreno Valley ("Customer") and is effective as of the date set forth below (the "Effective Date").

RECITALS

A. CFS and Customer are parties to that certain agreement (whether designated a Lease, Rental Agreement, Master Agreement Schedule, or otherwise) with the agreement number indicated above ("Existing Agreement") for the lease or rental of certain equipment ("Existing Equipment").

B. The initial term of the Existing Agreement has expired or will soon be expiring, and the Existing Agreement is currently or will soon be in a in a renewal term.

C. Canon Business Solutions, Inc. ("CBS") and Customer are also parties to that certain Facilities Management Agreement with the application number indicated above ("New Agreement"; and together with the Existing Agreement, the "Agreements") for the lease or rental of certain other equipment and the provision of certain services ("New Equipment").

D. As of the Effective Date, the New Equipment has not been delivered to Customer, and therefore the lease or rental of the New Equipment and the provision of services under the New Agreement has not commenced.

E. CFS and Customer desire to amend the Existing Agreement and the New Agreement to allow for the equipment lease portion of the Payments (as defined in the Existing Agreement) coming due during the renewal term of the Existing Agreement (collectively, the "Renewal Payments") that are due and paid during the Credit Period (defined below) to be applied to the New Agreement once the New Equipment has been delivered to and accepted by Customer, all pursuant to the terms and conditions of this Addendum.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, CFS and Customer agree as follows:

1. During the period beginning on the Effective Date and ending on the date the New Equipment has been delivered to and accepted by Customer under the New Agreement (such period, the "Credit Period"), the Existing Agreement shall remain in effect pursuant to the applicable renewal provisions thereof. Customer shall continue to make its renewal term Payments to CFS under the Existing Agreement during the Credit Period.

2. When the New Equipment is delivered to Customer, Customer shall inspect and accept the New Equipment pursuant to the terms of the New Agreement. At such time, the Existing Agreement shall terminate, Customer shall return or purchase the Existing Equipment pursuant to the terms of the Existing Agreement, and the New Agreement shall commence.

3. Upon termination of the Existing Agreement and commencement of the New Agreement, CFS shall pay over to CBS the equipment lease portion of all Renewal Payments due under the Existing Agreement during the Credit Period and paid to CFS during the Credit Period (collectively, the "Credit Period Payments") to be applied by CBS to the payments that come due under the New Agreement. The Credit Period Payments shall not include (a) any amounts other than the equipment lease portion of the Payments under the Existing Agreement or (b) past due payments that were due prior to the Credit Period but received by CFS within the Credit Period. For example, and not by way of limitation, property taxes, late charges, insurance, overages, maintenance, and other such amounts shall not be deemed Credit Period Payments hereunder. For the avoidance of doubt, only the equipment lease portion of amounts that are both (i) due under the Existing Agreement during the Credit Period and (ii) received by CFS during the Credit Period will be credited to the New Agreement. In addition, if the Existing

Agreement is being upgraded into multiple transactions, only one of which is the New Agreement, only the portion of the payments made under the Existing Agreement with respect to Existing Equipment that is being upgraded to New Equipment under the New Agreement will be credited to the New Agreement. The eligible amount and Existing Equipment are listed below the signature blocks below.

4. Once all of the Credit Period Payments received by CFS have been applied to payments that have come due under the New Agreement, Customer will receive invoices from CBS for amounts due under the New Agreement for the remainder of the term (and any renewal term) of the New Agreement. Customer acknowledges that the first invoice Customer receives from CBS may be for less than a normal full monthly payment under the New Agreement, depending on the total amount of Credit Period Payments being applied; in such a case, the subsequent invoice would be for the normal full monthly payment under the New Agreement.

5. If Customer rejects the New Equipment for any reason, or otherwise cancels the New Agreement prior to its commencement, CFS shall be entitled to retain the Credit Period Payments as consideration for the use of the Existing Equipment during the Credit Period.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreements and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreements, the provisions of this Addendum shall in all respect govern and control.

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND DEALER AND ACCEPTED BY CFS.

CFS:	Customer:
CANON FINANCIAL SERVICES, INC. By:_____ Title:_____ Date:_____	_____ (Customer Legal Name) By:_____ Printed Name:_____ Title:_____
Acknowledged and Agreed by CBS: **CANON BUSINESS SOLUTIONS, INC.** By:_____ Printed Name: David Dunn Title: Director Business Operations	By:_____ Printed Name:_____ Title:_____

CITY ATTORNEY
Approved as to Form

By: _____ 6/29/11
Date

TO BE COMPLETED BY DEALER:
(check one)

- ☒ All Existing Agreement renewal payments to be credited to New Agreement. (100% Qualifying Equipment)
- ☐ Partial Existing Agreement renewal payments to be credited to New Agreement:
  - Payment amount under Existing Agreement: $_____ per billing period + applicable use taxes
  - Amount eligible as Credit Period Payments: $_____ per billing period + applicable use taxes
    (Contact CFS to verify portion of payment eligible for credit.)

List of eligible Existing Equipment:
See City of Moreno Valley/ Canon Amendment #4

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: July 12, 2011

TITLE: STAFF ASSIGNMENTS IN SUPPORT OF COUNCIL MEMBER PARTICIPATION WITH REGIONAL AGENCIES

RECOMMENDED ACTION

Staff recommends that the City Council approve the proposed staff assignments in support of Council Member participation with regional agencies.

BACKGROUND

At their May 18, 2011 Goal Setting Workshop, the City Council identified the organization's Strengths, Weaknesses, Opportunities, and Threats (SWOT). While the City's existing transportation corridors were identified as a strength, the lack of adequate infrastructure and planning was acknowledged as a weakness. The City's regional presence was identified as an opportunity. The Council used the results of their SWOT Analysis to develop five prioritized goals, one of which was to "Maximize Transportation and Infrastructure Opportunities."

DISCUSSION

The third prioritized goal developed by the City Council in their May 18 Goal Setting Workshop was to "Maximize Transportation and Infrastructure Opportunities." Actions identified to help achieve this goal included increasing the City's regional presence. A specific task assigned to City staff was to increase staff assistance to the Council as well as increase participation with regional agencies by assigning staff liaisons to each committee. The proposed staff assignments are included in the "2011 City Council Regional Committees & Staff Assignments" attachment.

ALTERNATIVES

1) Approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff recommends this alternative as the proposed staff assignments will assist the City Council in achieving their prioritized goal to maximize transportation and infrastructure opportunities by increasing the City's regional presence.*

2) Not approve the proposed staff assignments in support of Council Member participation with regional agencies. *Staff does not recommend this alternative as the proposed action is a task related to the Council-adopted goal to maximize transportation and infrastructure opportunities.*

FISCAL IMPACT

The proposed staff assignments in support of Council Member participation with regional agencies will have no fiscal impact to the City.

COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

Attachment: "2011 City Council Regional Committees & Staff Assignments"

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Barry Foster
Community and Economic Director

Concurred By:
Chris Vogt
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

	A	B	C
1			
2	**2011 CITY COUNCIL REGIONAL COMMITTEES & STAFF ASSIGNMENTS**		
3			
4	***REGIONAL AGENCY:***		
5	March Joint Powers Commission (JPC)	STEWART/BATEY	CO
6	**Staff: Community and Economic Development Director**		
7	School Districts/City Joint Task Force	STEWART/MOLINA	CO
8	**Staff: City Manager/Asst City Manager**		
9	Riverside County Habitat Conservation Agency (RCHCA)	BATEY	MOLINA
10	**Staff: Planning Official**		
11	Riverside County Transportation Commission (RCTC)	CO	STEWART
12	**Staff: City Manager/Asst City Manager**		
13	Riverside Transit Agency (RTA)	MOLINA	CO
14	**Staff: Public Works Director/Traffic Engineer**		
15	Western Riverside Council of Governments (WRCOG)	HASTINGS	CO
16	**Staff: City Manager**		
17	Western Riverside County Regional Conservation Authority (RCA)	BATEY	MOLINA
18	**Staff: Planning Official**		
19			
20	***WRCOG COMMITTEES:***		
21	Executive Committee	Robin Hastings, Chair	
22	Administration & Finance	Robin Hastings, Chair	
23	Technical Advisory Committee	Henry Garcia, Chair	
24	Planning Directors TAC	John Terell	
25	Public Works Committee	Chris Vogt, Chair	
26	Solid Waste Technical Committee	Robert Lemon	
27	Western Riverside County Clean Air Coalition	Robert Lemon	
28	Air Quality Task Force	Eric Lewis, Jeff Bradshaw	
29			
30	***RCTC COMMITTEES:***		
31	Western Riverside County Programs and Projects Committee	Marcelo Co	
32	San Jacinto Branch Line Ad Hoc Committee	Marcelo Co	
33	Technical Advisory Committee	Chris Vogt	

Attachment 1

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 PAVEMENT RESURFACING PROJECT NO. 11-12556330, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $1,729,200 to Hardy & Harper, Inc. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of the six arterial and collector streets identified in this report.

DISCUSSION

The project included the resurfacing of six (6) streets: Kitching Street from Fir Avenue to Cottonwood Avenue, Fir Avenue from Perris Boulevard to Lasselle Street, Perris Boulevard from Webster Avenue to Sunnymead Boulevard, Cactus Avenue from Commerce Center Drive to Elsworth Street, Indian Street from Ironwood Avenue to Sunnymead Boulevard, and Manzanita Avenue from Heacock Street to Perris Boulevard. Hardy & Harper's contracted work included removing existing asphalt concrete pavement, resurfacing with cold-in-place recycling (CIPR), pavement overlaying with rubberized asphalt concrete, reconstructing a number of access ramps along the listed streets to ADA requirements, re-establishment of traffic signal detector loops, utility covers, manholes, and re-striping. The resurfacing extends the life of the streets and provides a smoother riding surface.

The Contractor has completed all the paving work and anticipates completing the construction by mid July 2011. Staff anticipates the final contract cost will be approximately $1,631,000 which does not exceed the approved purchase order amount of $1,729,000. Since the City Council will not meet on July 26, 2011 and August 9, 2011, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works

Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Pavement Resurfacing Project, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project was included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:

Annual Pavement Resurfacing Program (Acct. No. 125.56330)	$1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722)	$1,550,000
Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Local Street Pavement Resurfacing Phase 1 (being constructed concurrently)	($2,684,000)
Remaining Funds Available	$2,452,400

PROJECT RELATED COSTS:

Design	$110,000
Anticipated Contractor Construction Costs	$1,631,000
Anticipated Construction Geotechnical Services	$22,000
Anticipated Construction Survey Services	$20,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$1,873,000

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper anticipates completing the construction of the 2011 Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion. The resurfacing extends the life of the streets and provides a smoother riding surface.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Quang Nguyen
Senior Engineer, P.E.

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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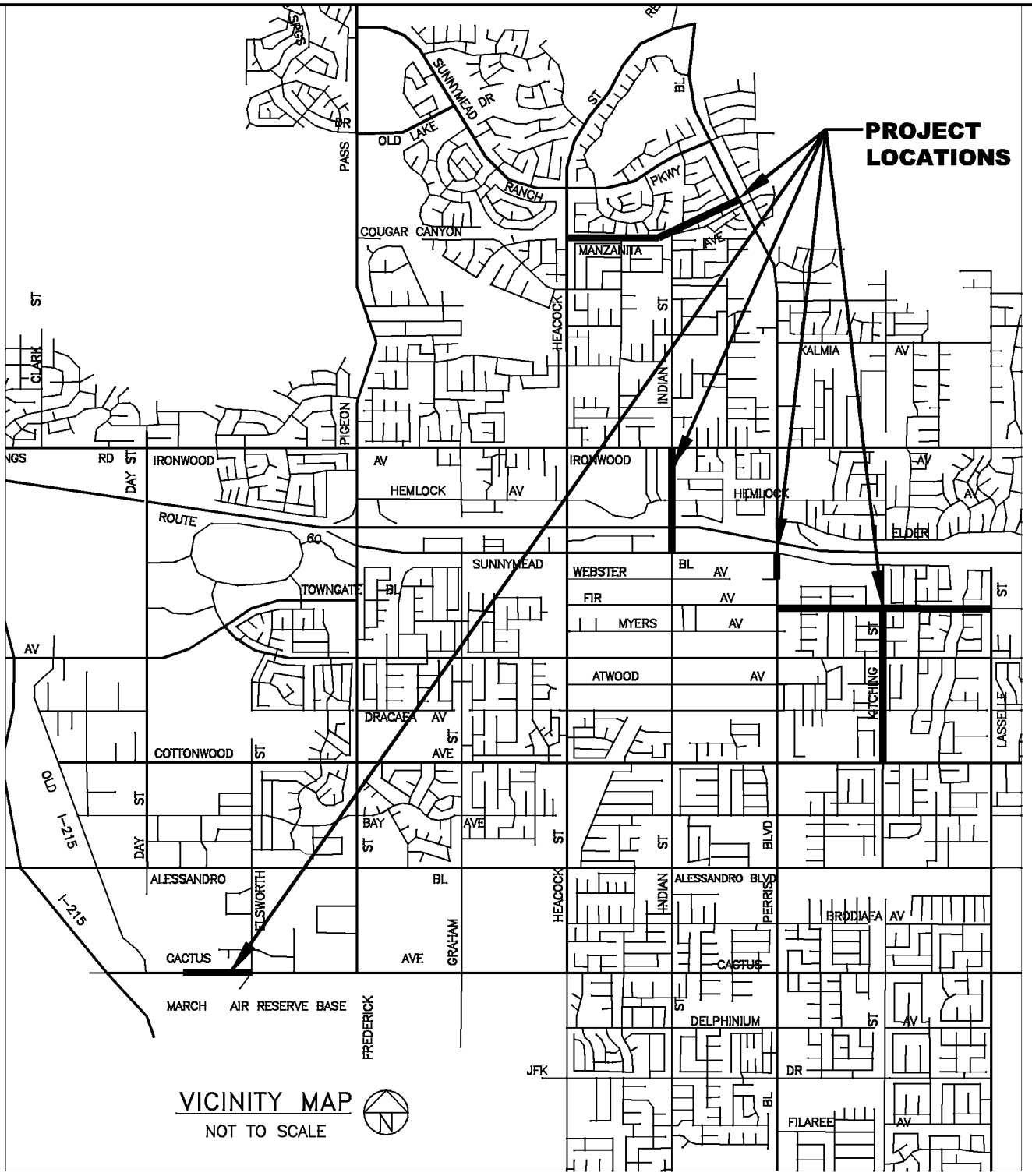

LOCATION MAP

CITY OF MORENO VALLEY
DECEMBER 3, 1984

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 11-12556330

2011 PAVEMENT RESURFACING PROJECT

MV00115462

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING – PHASE 1 PROJECT NO. 11-22679728, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705.

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code.

3. Authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.

4. Authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete.

BACKGROUND

On March 8, 2011, the City Council awarded a construction contract and authorized the issuance of a Purchase Order in the amount of $2,410,400 to Hardy & Harper, Inc. The project includes the resurfacing a total of twenty six local streets which are included in the Fiscal Year 2010-2011 CIP Budget. The City issued a Notice to Proceed to Hardy & Harper, Inc. to start work on April 12, 2011.

As part of the Fiscal Year 2010/2011 CIP Budget, the City Council approved the use of the remaining Proposition 42 and Proposition 1B monies for pavement rehabilitation of these streets.

DISCUSSION

Hardy & Harper's contracted work includes removing existing asphalt concrete pavement, pavement resurfacing with cold central plant recycling (CCPR), pavement overlaying with rubberized asphalt concrete, reconstructing number of access ramps along the listed streets to ADA requirements, adjusting utility manholes and covers, and re-establishing traffic striping. The Contractor has completed all the paving work and anticipates completing rest of the work by mid July 2011. Staff anticipates the final contract cost will be approximately $2,391,000 which does not exceed the approved purchase order amount of $2,410,400. The resurfacing extends the life of the streets and provides a smoother riding surface.

Three additional streets (Vellanto Way, Mantee Place and Ormista Drive) were added to the original twenty six streets, bringing a total of twenty nine streets being resurfaced (approximately 131,000 square yards of pavement area.) These three streets (also included in the Fiscal Year 2010-2011 CIP Budget for resurfacing) are in the neighborhood of Searson Drive which is one of the original twenty six streets. These streets are added to be constructed at the same time as Searson Drive in an effort to avoid repeat construction disturbance to the neighborhood as these streets were previously approved by City Council for Phase 2 Local Street Pavement Resurfacing Project.

Since the City Council will not meet on the next two meetings after the July 12 meeting, staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the

Notice of Completion. These actions must be completed in a timely manner upon completion of the Contractor's work in accordance with the applicable laws.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed for the 2011 Local Street Pavement Resurfacing Project – Phase 1, which was constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days after the Public Works Director/City Engineer accepts the improvements as complete at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial & Administrative Services Director to release the retention to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project, and do not authorize the Public Works Director/City Engineer to accept the improvements into the City's maintained road system upon acceptance of the improvements as complete. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

FISCAL IMPACT

The construction phase of this project is included on the Fiscal Year 2010/2011 Capital Improvements Project Budget and financed by Measure A (Fund 125), Proposition 42 (Fund 225), and Proposition 1B (Fund 226). The funding for this project is restricted to street rehabilitation or improvements. There is no impact to the General Fund.

AVAILABLE FUNDS:
Annual Pavement Resurfacing Program (Acct. No. 125.56330) $1,037,100
Annual Pavement Resurfacing Program (Acct. No. 225.68722) $1,550,000

Annual Pavement Resurfacing Program (Acct. No. 226.79728)	$3,793,300
Total 2010/2011 Budgeted Funds	$6,380,400
Completed 2010 Pavement Resurfacing Project Costs	($1,244,000)
2011 Pavement Resurfacing Project Anticipated Costs (being constructed concurrently)	($1,873,000)
Remaining Funds Available	$3,263,400

PROJECT RELATED COSTS:

Design	$93,000
Anticipated Contractor Construction Costs	$2,391,000
Anticipated Construction Geotechnical Services	$73,000
Anticipated Construction Survey Services	$37,000
Anticipated Project Administration and City Inspection	$90,000
Anticipated Total Project Costs	$2,684,000

CITY COUNCIL GOALS

PUBLIC SAFETY:
Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work, and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

SUMMARY

Hardy & Harper, Inc. anticipates completing the construction of the 2011 Local Street Pavement Resurfacing Project in mid July 2011. Staff is requesting that City Council authorize the Public Works Director/City Engineer to accept the work as complete when all contract requirements and punch-list items are completed and accept the improvements into the City's maintained road system upon acceptance of the improvements as complete, authorize the recordation of the Notice of Completion at the County Recorder after the Public Works Director/City Engineer accepts the improvements as complete, and authorize the release of retention money to Hardy & Harper, Inc. thirty five (35) calendar days after the date of recordation of the Notice of Completion.

ATTACHMENTS

Attachment "A" – Location Map

Prepared By:
Quang Nguyen, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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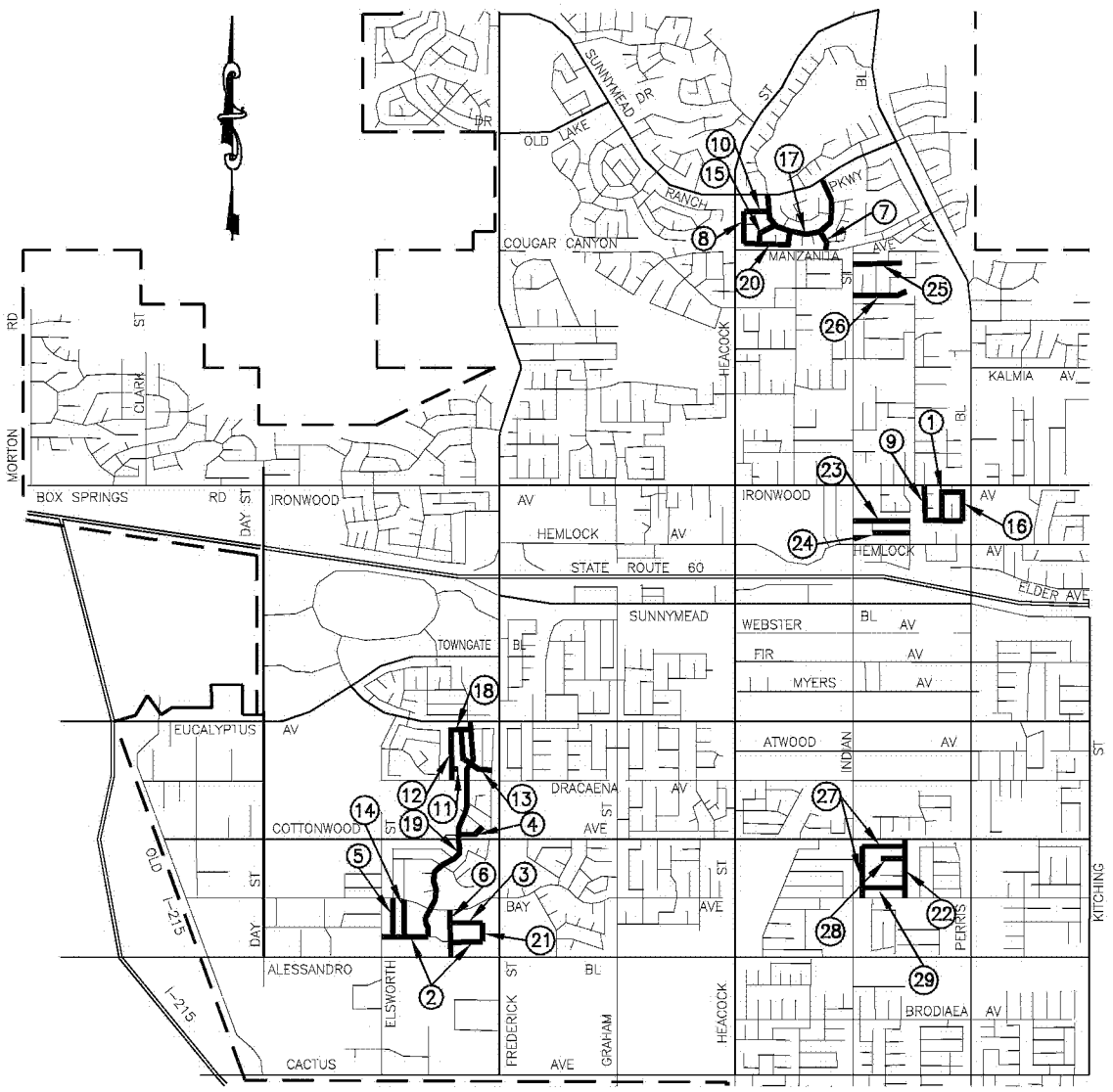

	STREET	LIMITS
1	AARON DR:	GASSEN PL TO HARCLARE DR
2	ADRIENNE AVE:	ELSWORTH ST TO PRIDE LN
3	ALLIES PL:	COURAGE ST TO PRIDE LN
4	BAYWOOD DR:	PAN AM BLVD TO AQUEDUCT WY
5	BOEING ST:	BAY AVE TO ADRIENNE AVE
6	COURAGE ST:	BAY AVE TO ALESSANDRO BLVD
7	DUCKBILL RD:	OLD COUNTRY RD TO MANZANITA AVE
8	FENTON RD:	IRONBARK RD TO PLEASANT RUN RD
9	HARCLARE DR:	ODESSA DR TO IRONWOOD AVE
10	IRONBARK RD:	FENTON RD TO OLD COUNTRY RD
11	KIOWA CT:	KIOWA DR TO EAST END
12	KIOWA DR:	PAHUTE DR TO DRACAENA AVE
13	LAKOTA DR:	PAHUTE DR TO OAK DELL ST
14	MCDONNEL ST;	BAY AVE TO ADRIENNE AVE
15	NOBLEWOOD RD:	OLD COUNTRY RD TO PLEASANT RUN RD
16	ODESSA DR:	GASSEN PL TO HARCLARE DR
17	OLD COUNTRY RD:	SUNNYMEAD RANCH TO SUNNYMEAD RANCH PKY
18	PAHUTE DR:	PAN AM BLVD TO KIOWA DR
19	PAN AM BLVD:	EUCALYPTUS AVE TO ADRIENNE AVE
20	PLEASANT RUN RD:	FENTON RD TO OLD COUNTRY RD
21	PRIDE LN:	ALLIES CT TO ADRIENNE AVE
22	SEARSON DR:	COTTONWOOD AVE TO BAY AVE
23	SINALOA ST:	INDIAN ST TO LEAHY DR
24	SINGER ST:	HANOVER AVE TO LEAHY DR
25	SUMMERFIELD DR:	INDIAN ST TO EAST END
26	SUNNY RIDGE DR:	INDIAN ST TO EAST END
27	VELLANTO WAY:	BAY AVE TO SEARSON DR
28	MANTEE PL:	WEST END TO SEARSON DR
29	ORMISTA DR:	VELLANTO WY TO SEARSON DR

CITY OF MORENO VALLEY
DECEMBER 3, 1984

2011 LOCAL STREET PAVEMENT RESURFACING - PHASE 1

Public Works Department
Capital Projects Division

LOCATION MAP

VARIOUS LOCATIONS
PROJECT NO. 11-22679728

ATTACHMENT "A"

MV00115468

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD

DEVELOPER – CITY OF MORENO VALLEY, CALIFORNIA
14177 FREDERICK STREET
MORENO VALLEY, CA 92552

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard.

2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On January 12, 2010, the City Council approved the Agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Corporate Yard Phase 1 Office Building and Sewer Line. The Agreement requires that the consultant obtain approval (Planning Application PA10-0013) from the various City departments as part of the design phase of the project. On March 8, 2011, the project received final Conditions of Approval that require the owner (City of Moreno Valley, a municipal corporation) to record an Offer of Dedication for additional right-of-way. The additional right-of-way will be at the two proposed driveway approaches, located on the north side of Santiago Drive east of Perris Boulevard, in accordance with the City Standard for a commercial driveway approach.

DISCUSSION

The owner, the City of Moreno Valley, is required to dedicate four (4) feet of right-of-way around the driveway approaches, at the proposed project entrances on Santiago Drive, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrances to match the existing street improvements immediately to the east and west of the project. Once the Offer of Dedication is executed by the City Manager, the document will be forwarded to the City Engineer to execute the Acceptance Certificates as authorized by Resolution 94-5.

ALTERNATIVES

1. Authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

2. Do not authorize the City Manager to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Public Facilities and Capital Projects – Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offer of Dedication

Prepared By
Vince Giron
Associate Engineer

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Clement Jimenez, P.E.
Senior Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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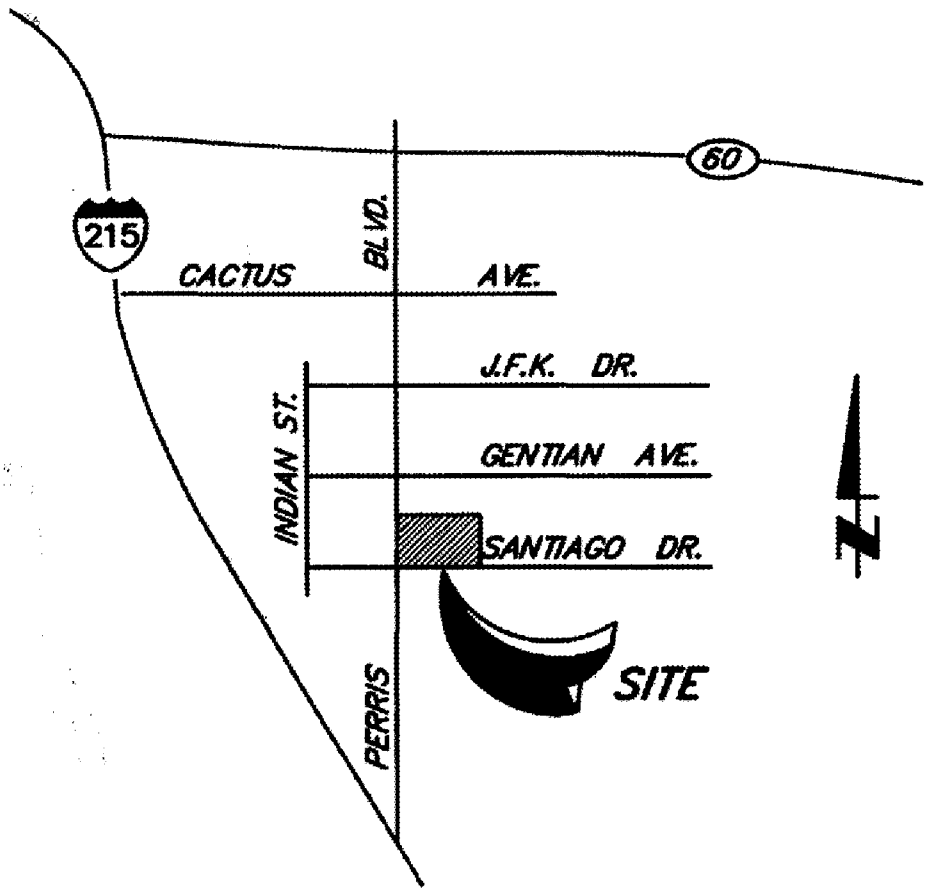

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment "A"	**PA10-0013** **VICINITY MAP**

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 486-170-021 & 022

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

City of Moreno Valley, a Municipal Corporation

By: _____
HENRY GARCIA, City Manager

Date _____

ATTESTS:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk (SEAL)

Date _____

Attachment "B"

ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **July 12, 2011** from the **City of Moreno Valley Moreno, a municipal corporation**, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

Date: _____

By: _____
Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

STATE OF CALIFORNIA)
County of _____)ss.
On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

PARCEL A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF NAN AVENUE AS SHOWN BY MAP OF TRACT NO. 15433-2, ON FILE IN BOOK 151 OF MAPS, PAGES 67 THROUGH 70, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

PARCEL B

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

MV00115476

EXHIBIT "A"

OFFER OF DEDICATION

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF COBRA DRIVE AS SHOWN BY MAP OF TRACT NO. 15433, ON FILE IN BOOK 151 OF MAPS, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 47.95 FEET;

THENCE SOUTH 45°02-14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE DIRECTION OF:

5-3-11

MARISSA CROWTHER, PLS 6152
SB&O, INC.
41689 ENTERPRISE CIRCLE NORTH, SUITE 126
TEMECULA, CA. 92590

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

MV00115477

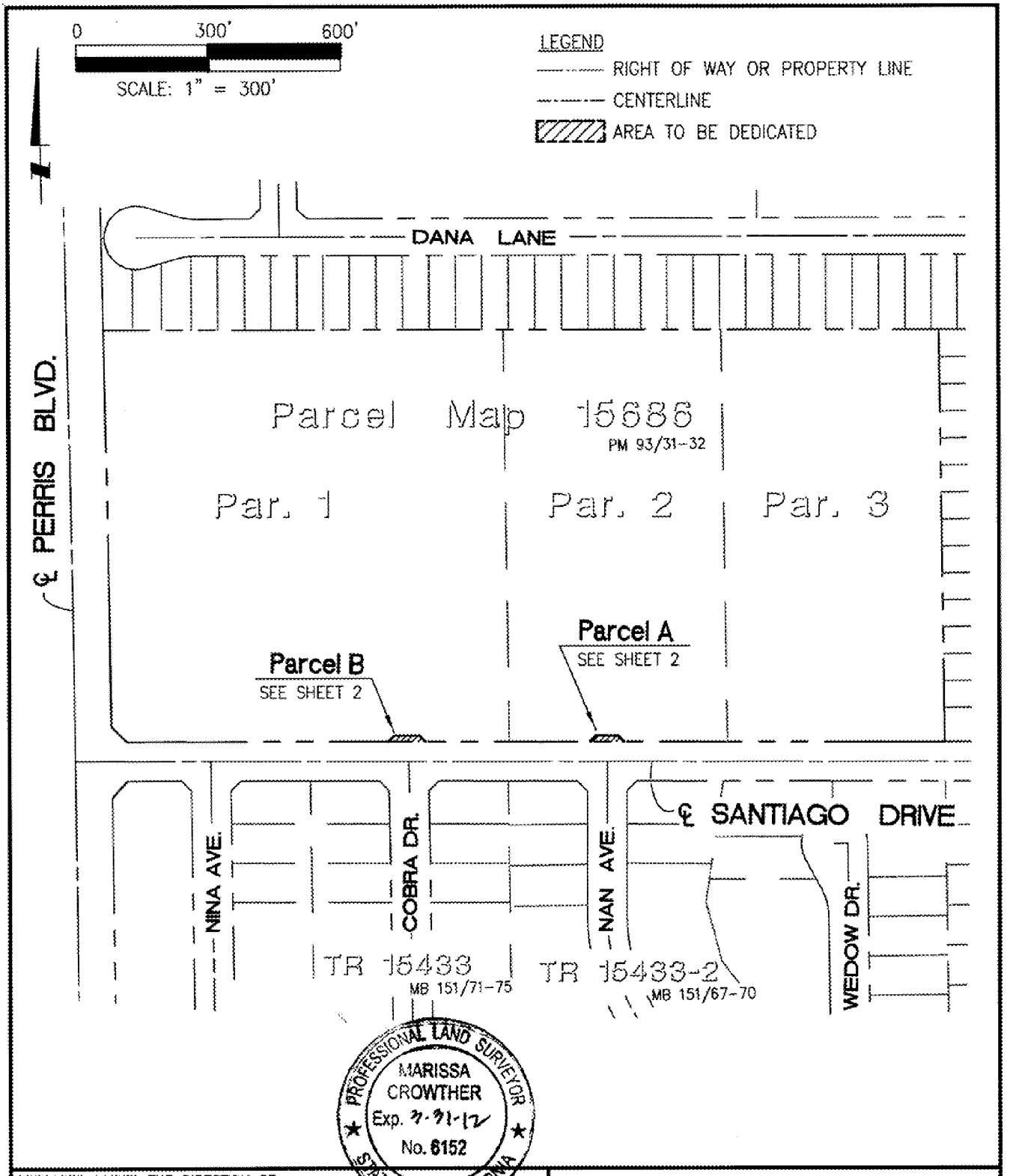

PROFESSIONAL LAND SURVEYOR
MARISSA CROWTHER
Exp. 3-31-12
No. 6152
STATE OF CALIFORNIA

PREPARED UNDER THE DIRECTION OF:
S.B. & O., INC.
41689 ENTERPRISE CIRCLE NORTH
TEMECULA, CA 92590

MARISSA CROWTHER, PLS 6152 (EXP 3-31-12)

5-3-11
DATE

CITY OF MORENO VALLEY
CORPORATE YARD DRIVEWAY EASEMENTS

APRIL 2011	EXHIBIT "B"
SB&O, INC. JN 68251	SHEET 1 OF 2

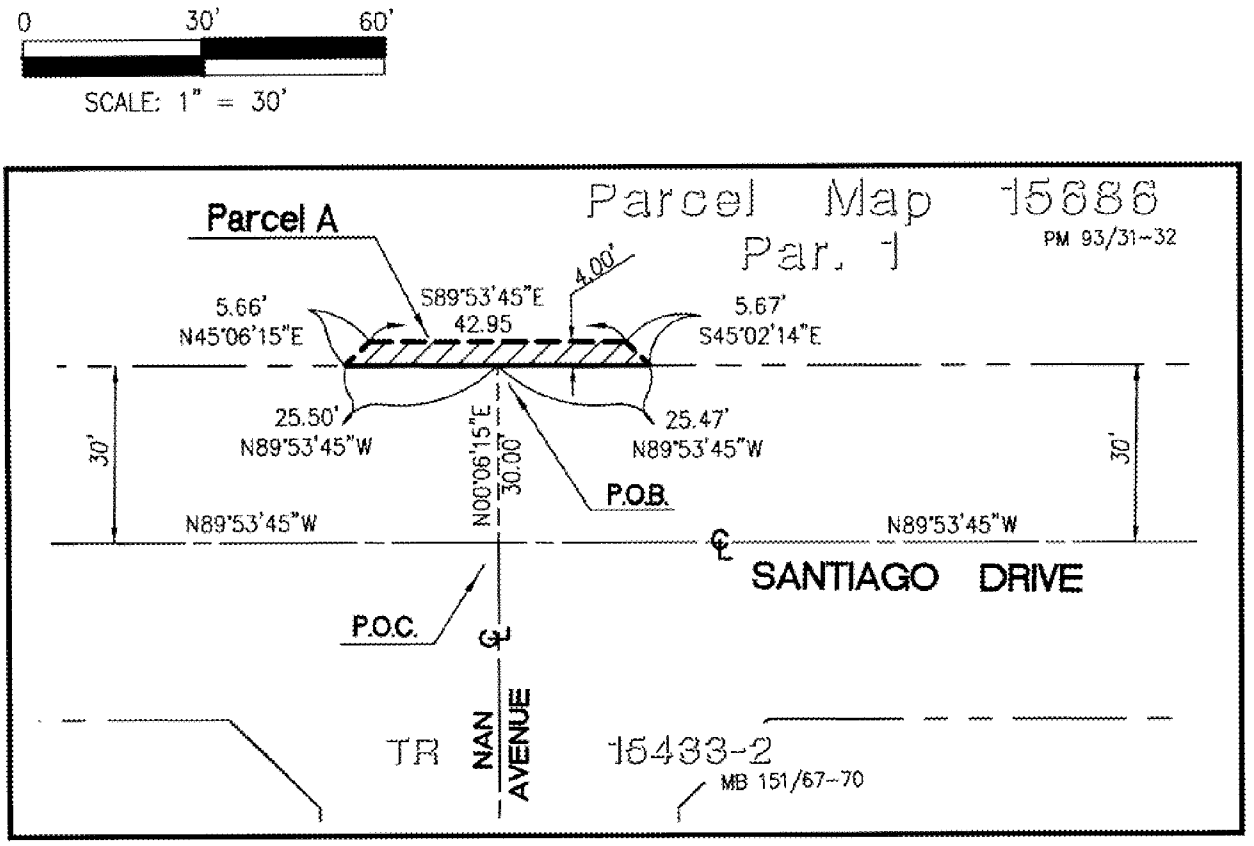

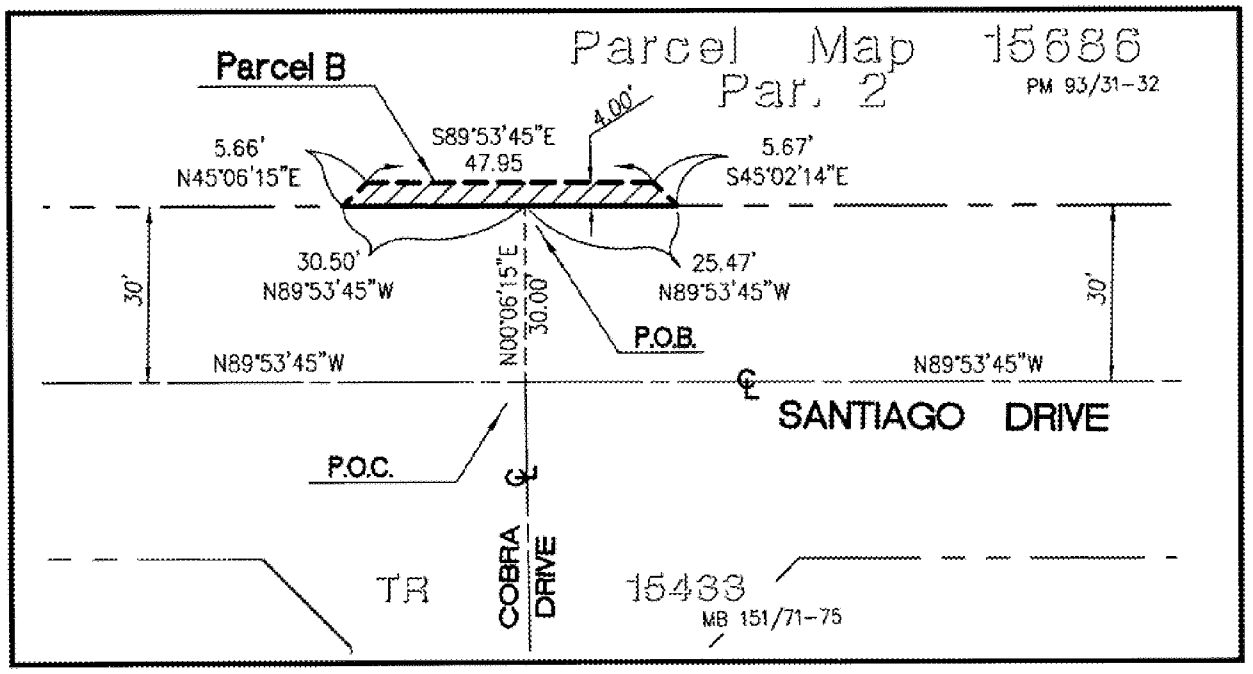

NOTES:

1. BEARINGS ARE BASED ON PARCEL MAP 15686.
2. P.O.C. INDICATES POINT OF COMMENCEMENT.
3. P.O.B. INDICATES POINT OF BEGINNING.

LEGEND

RIGHT OF WAY OR PROPERTY LINE

CENTERLINE

AREA TO BE DEDICATED

EXHIBIT "B"

SHEET 2 OF 2

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS STREET IMPROVEMENTS - AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Street improvements. The Conditions of Approval for this project required that the developer provide surety for street improvements. The security amount for the Eucalyptus Street improvements is Two Million Seven Hundred Seventy-Eight Thousand dollars ($2,778,000.00). The limits of the Eucalyptus Street improvements are within Eucalyptus Street between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: 6-inch thick asphalt concrete over 12-inch thick aggregate base, 8-inch curb and gutter, 6-inch AC curb commercial driveway approaches, sidewalk, street lights, street medians, median drains and landscaping, local depressions, pipe, gates, interconnect conduit, pull boxies, and signing/striping. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a punch list was generated. The required corrective actions have been completed and the improvements are now eligible for acceptance into the City's maintained street system.

On May 3, 2011, the Eucalyptus Street improvements received a 60% reduction. The amount reduced was One Million Six Hundred Sixty-Six Thousand Eight Hundred Dollars ($1,666,800.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved

plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with the Streets and Highway Code.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept the improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Eight Hundred Thirty-Three Thousand Four Hundred dollars ($833,400.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once the required improvements have been completed according to City of Moreno Valley Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when

all clearances are received. *Once the required improvements have been completed according to City of Moreno Valley Standards, it will then be appropriate to provide a reduction to the security.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" – Vicinity Map
Exhibit "B" – Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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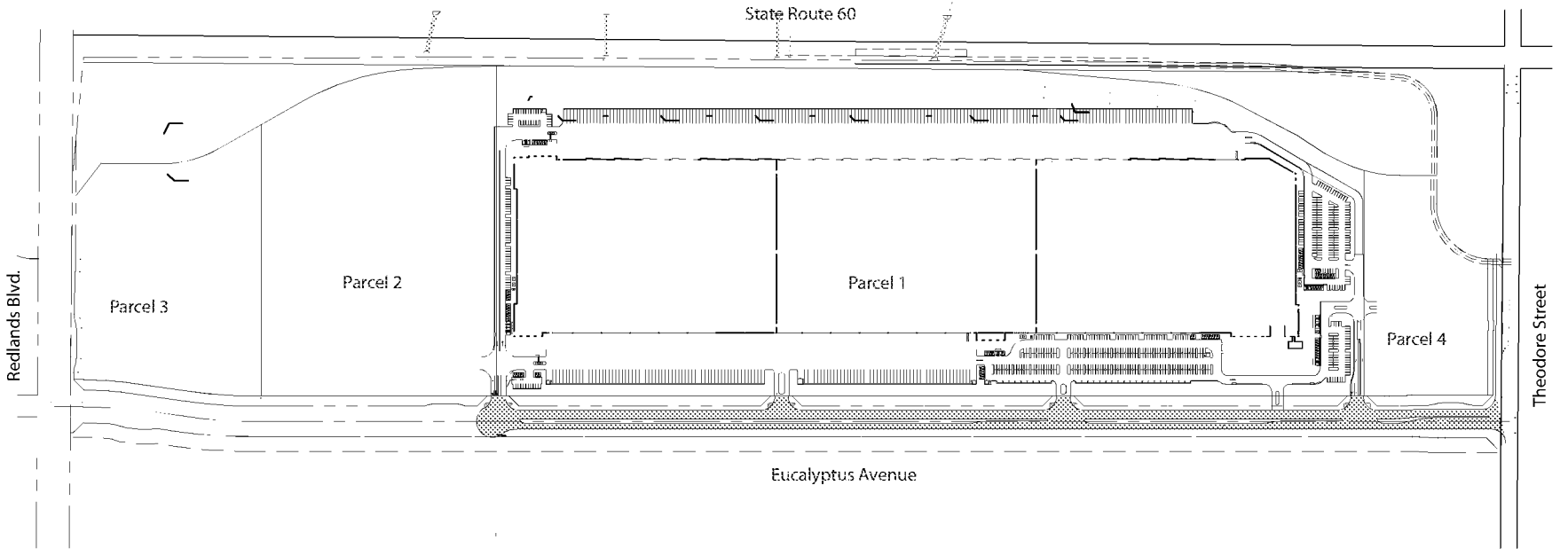

Exhibit "A"

PA07-0090 HFCP-Eucalyptus Phase 1 Street Improvements Vicinity Map

MV00115485

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Street Improvements

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Notify Land Development for inspection request.	
2	A/C Cap Pave	
3	Install Signs/Striping as shown on sheets 11 -12, Eucalyptus St. Imp. Plans	
4	Complete Median Island Pavers Irrigation, Landscape	
5	Complete Irrigation, Landscape N/S Eucalyptus, Install pedestals	
6	Install City-Wide Communication Conduits, Construction Note #16, Eucalyptus S/I plan city std. 421 (Furnish & Install 6 pair No. 19 Interconnect Cable in one conduit (Black Conduit)	
7	Install Monumentation city std.# 601a, b, c, d & e.	
8	Complete swale @ S/S Eucalyptus shoulder.	
9	Submit As-builts	
10	Clearance from Planning Divisions	

Exhibit "B"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS WATER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Water improvements is One Million Fifty Thousand dollars ($1,050,000.00). The limits of the Eucalyptus Water improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but is not limited to, the following: approximately 5,100 feet of 18-inch water main line, approximately 400 feet of 12-inch water laterals, twelve (12) fire hydrant assemblies, three (3) 4-inch service connections, three (3) 2-inch service connections, approximately 5,100 feet of telemetry (communication) cable, various fittings, restraint joints, adaptors, blow-offs, vac/air release assemblies, valves, and backflow prevention devices. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Water improvements received an 80% reduction. The amount reduced was Eight Hundred Forty Thousand dollars ($840,000.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is One Thousand Five Hundred dollars ($105,000.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed*

according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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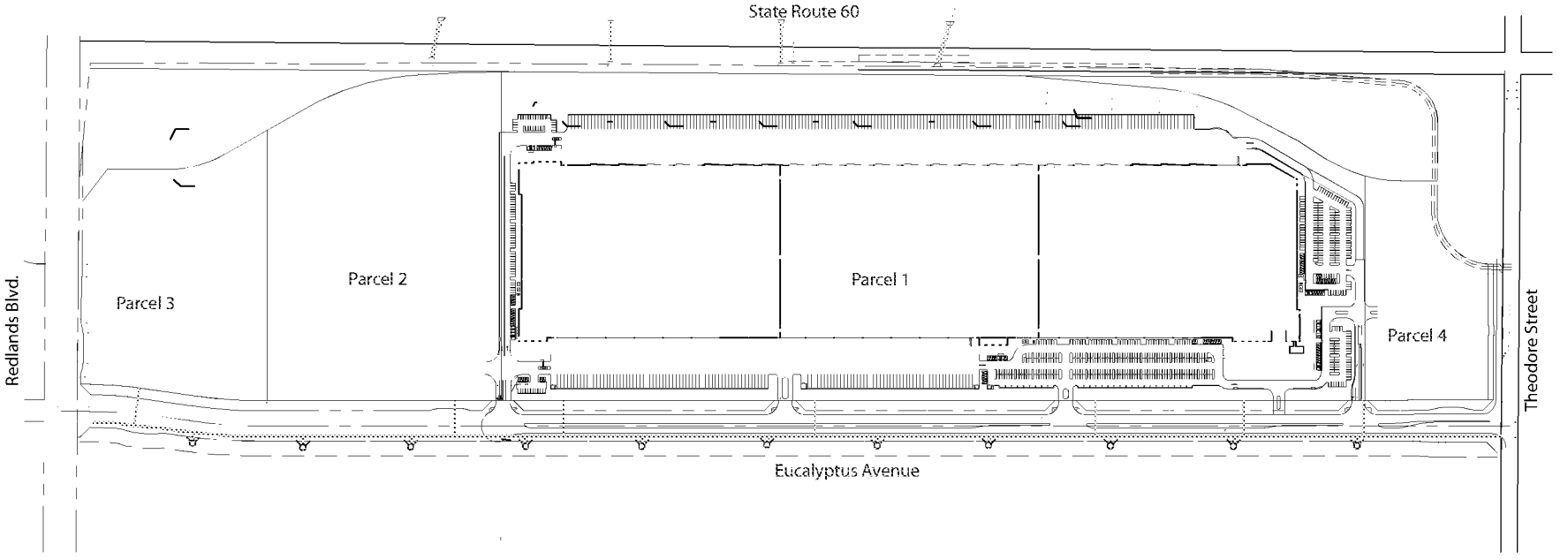

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Water Phase 1 Improvements | Vicinity Map

MV00115492

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-15-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD Clearance Letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS RECYCLED WATER – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Recycled Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Recycled Water improvements is Four Hundred Thirty-Four Thousand dollars ($434,000.00). The limits of the Eucalyptus Recycled Water improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: approximately 5,100 feet of twelve (12) inch purple water main line, six (6) 2-inch service connections, one (1) 4-inch service connection, various fittings, restraint joints, adaptors, blow-offs, vac/air release assemblies, and backflow prevention devices. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Recycled Water improvements received an 80% reduction. The amount reduced was Three Hundred Forty-Seven Thousand Two Hundred dollars ($347,200.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Recycled Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Forty-Three Thousand Four Hundred dollars ($43,400.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. D not authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required*

improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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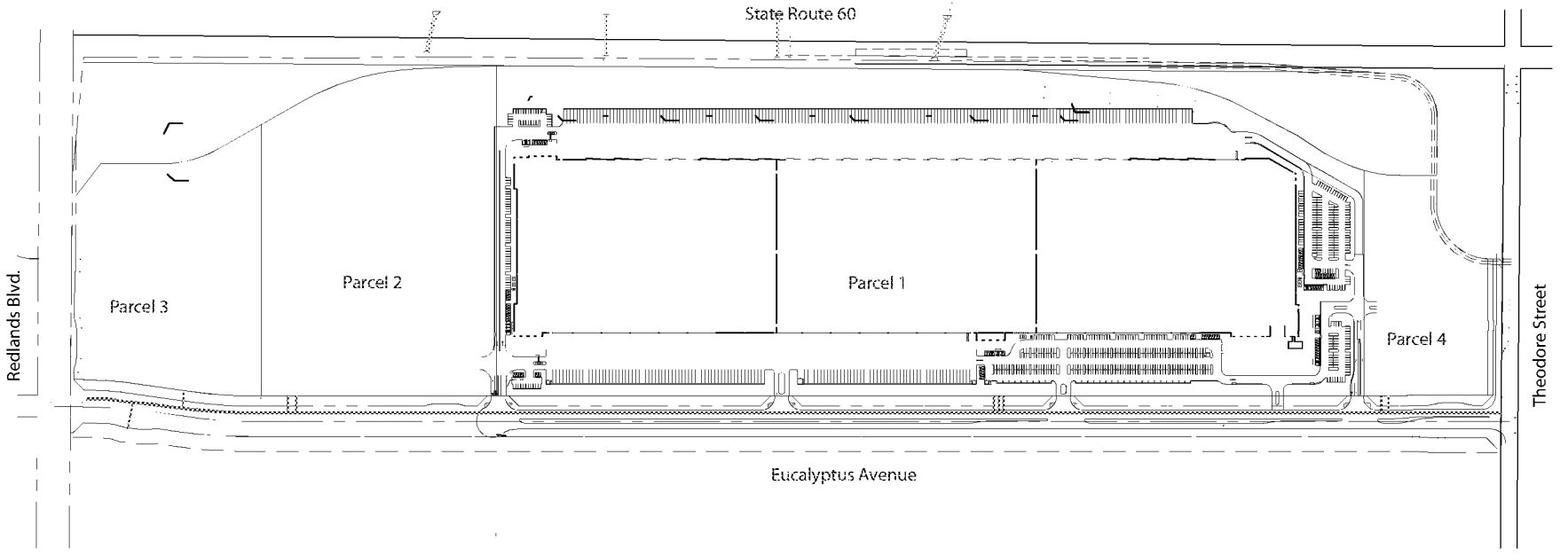

Exhibit "A"

PA07-0090 | HFCP-Eucalyptus Recycled Water Phase 1 Improvements | Vicinity Map

MV00115499

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Recycled Water

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – EUCALYPTUS SEWER IMPROVEMENTS – AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM WHEN DETERMINED THAT ALL REMAINING PUBLIC IMPROVEMENTS AND PUNCH-LIST ITEMS ARE COMPLETED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed;

2. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Eucalyptus Sewer improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Eucalyptus Sewer improvements is Four Hundred Sixty-Seven Thousand dollars ($467,000.00). The limits of the Eucalyptus Sewer improvements are within Eucalyptus Avenue between Redlands Boulevard and Theodore Street.

The public improvements included, but are not limited to, the following: approximately 1,500 feet of fifteen (15) inch sewer main line, approximately 2,400 feet of twelve (12) inch sewer main line, approximately 650 feet of eight (8) inch sewer main, approximately 150 feet of six (6) inch sewer laterals, and installation of 14 manholes and 2 cleanouts along the sewer line. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Eucalyptus Sewer improvements received an 80% reduction. The amount reduced was Three Hundred Seventy-Three Thousand Six Hundred dollars ($373,600.00).

DISCUSSION

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the work as complete when all remaining public improvements and punch-list items are completed. It will then be appropriate to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Eucalyptus Sewer improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Forty-Six Thousand Seven Hundred dollars ($46,700.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the Public Works Director/City Engineer. Ninety days after the Public Works Director/City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the Public Works Director/City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the Public Works Director/City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.*

2. Do not authorize the Public Works Director/City Engineer to accept the work as complete but not into the City's maintained street system once the remaining public improvements are completed and punch-list items have been addressed. Do not authorize the Public Works Director/City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Once required improvements have been completed*

according to City of Moreno Valley and EMWD Standards, it will then be appropriate to provide a reduction to the security.

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map
Exhibit “B” - Security Reduction Punch List

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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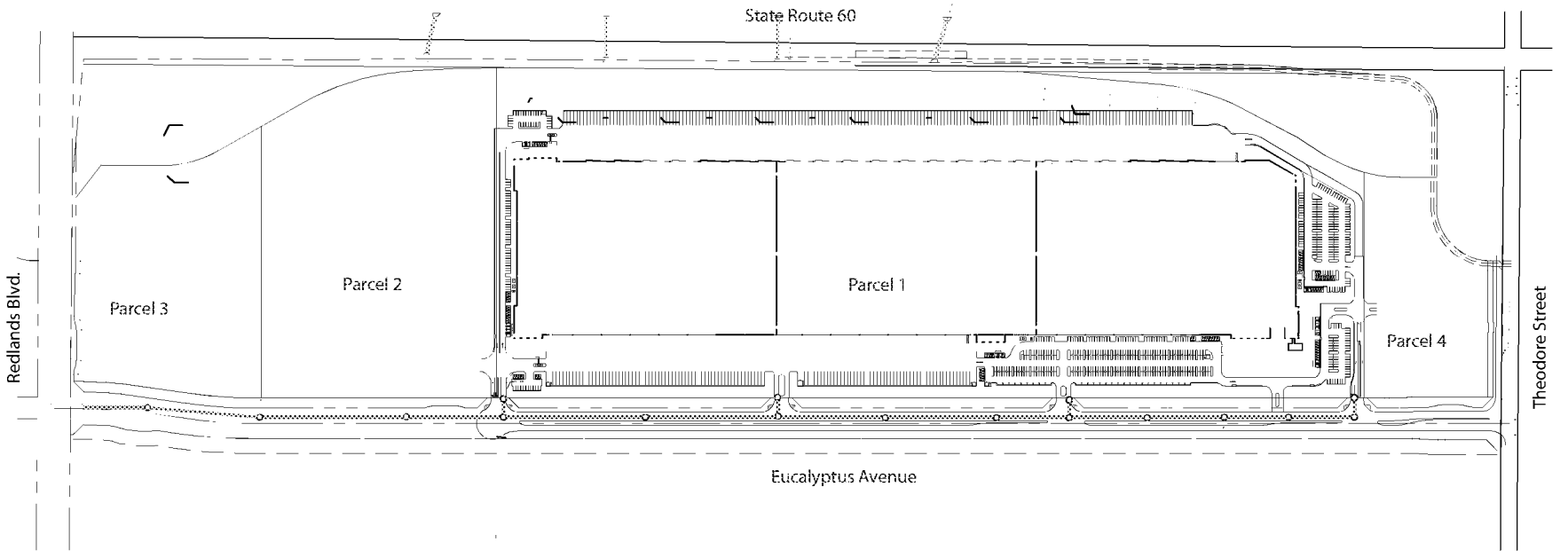

Exhibit "A"

PA07-0090 HFCP-Eucalyptus Sewer Phase 1 Improvements Vicinity Map

MV00115506

Public Works Department
Land Development Division
14177 Fredrick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
TEL (951) 413-3120 FAX (951) 413-3158

SECURITY REDUCTION PUNCH LIST

Project No. : PA07-0090 (PM 35629) – Eucalyptus Sewer

Project Location: Eucalyptus between Redlands and Theodore

Inspection Performed by: Alex Ramirez

Date: 06-28-11

REPRESENTATION

Developer:	**Highland Fairview**
Contact Person/Superintendent:	**Scott Schwarz**
Phone Number:	**(951) 906-8369**

TYPE OF INSPECTION

90% Punch List [X] 10% Final Punch List [ ]

No.	ITEM/DESCRIPTION	COMPLETED
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PA07-0090 – LINE F STORM DRAIN IMPROVEMENTS – REQUEST TO RATIFY THE PARTIAL REDUCTION TO THE IMPROVEMENT SECURITY AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN PROPER CLEARANCES ARE RECEIVED

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER: HF LOGISTICS – SKX T1, LLC
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Ratify the partial reduction to the public improvement security provided by the City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090;

2. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District; and

3. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or

liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On June 8, 2010, the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Line F Storm Drain improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Line F Storm Drain improvements is Six Million Eight Hundred Thirteen Thousand Five Hundred Ninety-Five dollars ($6,813,595.00).

On July 13, 2010, the City Council of the City of Moreno Valley approved the substitution agreement and replacement bonds for the Line F Storm Drain improvements.

The limits of the Line F Storm Drain improvements are within Route 60 to the north, Redlands Boulevard to the west, Eucalyptus Avenue to the south and Theodore Street to the east. The public improvements included, but is not limited to, the following: 2,600 feet of 24-inch RCP, 200 feet of 30-inch Reinforced Concrete Pipe (RCP), 1,900 feet of 36 -inch RCP, 1,500 feet of 42 -inch RCP, 650 feet of 48-inch RCP, 1050 feet of 10-ft by 8-ft Reinforced Concrete Box (RCB), 1,600 feet of 12-ft by 8-ft RCB, pipe inlets/outlets, wing walls, head walls, catch basins, local depressions, manholes, junction structures, transition structures, concrete bulkheads, trash racks, rip rap, fencing and gates. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Punch List was generated.

On March 3, 2011, the Line F Storm Drain improvements received a 90% reduction. The amount reduced was Six Million One Hundred Thirty-Two Thousand Two Hundred Thirty-Six dollars ($6,132,236.00).

DISCUSSION

Contingent upon receiving the acceptance letter from Riverside County Flood Control and Water Conservation District (District), City Staff will perform a final inspection to ensure that the improvements are in accordance with the approved plans and the standards of the City of Moreno Valley and District.

Staff is requesting the City Council to authorize the Public Works Director/City Engineer to accept the Line F Storm Drain improvements as complete once the proper clearances are provided by the District. A portion of said improvements will be maintained by the District.

In accordance with the Cooperative Agreement approved by the City Council on August 24, 2010 and the storm drain plans approved by the City Engineer on June 14, 2010, the public storm drain improvements being accepted into the City Maintained system are as follows: a portion of Line D, Line G, Laterals F-2-A, F-8-A through F-8-K, F-8-M, F-8-N, F-8-P, F-9, F-9-A through F-9-D, and related appurtenances such as catch basins, inlets, outlets, headwalls, wingwalls, and rip-rap.

Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Ratify the partial reduction to the public improvement security provided by the Public Works Director/City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090. Authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District. Authorize the Public Works Director/City Engineer, upon approval and acceptance of the improvements by the Public Works Director/City Engineer, to enter said improvements into the 12 month guarantee and warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley and District Standards*

and it is appropriate to accept the improvements once proper clearances are received.

2. Do not ratify the partial reduction to the public improvement security provided by the Public Works Director/City Engineer on March 3, 2011 for the Line F Storm Drain Improvements for PA07-0090. Do not authorize the Public Works Director/City Engineer to accept the work as complete once the proper clearances are provided by Riverside County Flood Control and Water Conservation District. Do not authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to enter said improvements into the 12 month warranty period, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all final approvals are received. *The required improvements have been completed according to City of Moreno Valley and District Standards and it is appropriate to accept the improvements once proper clearances are received.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit “A” - Vicinity Map

Prepared By
Liz Plazola
Sr. Administrative Assistant

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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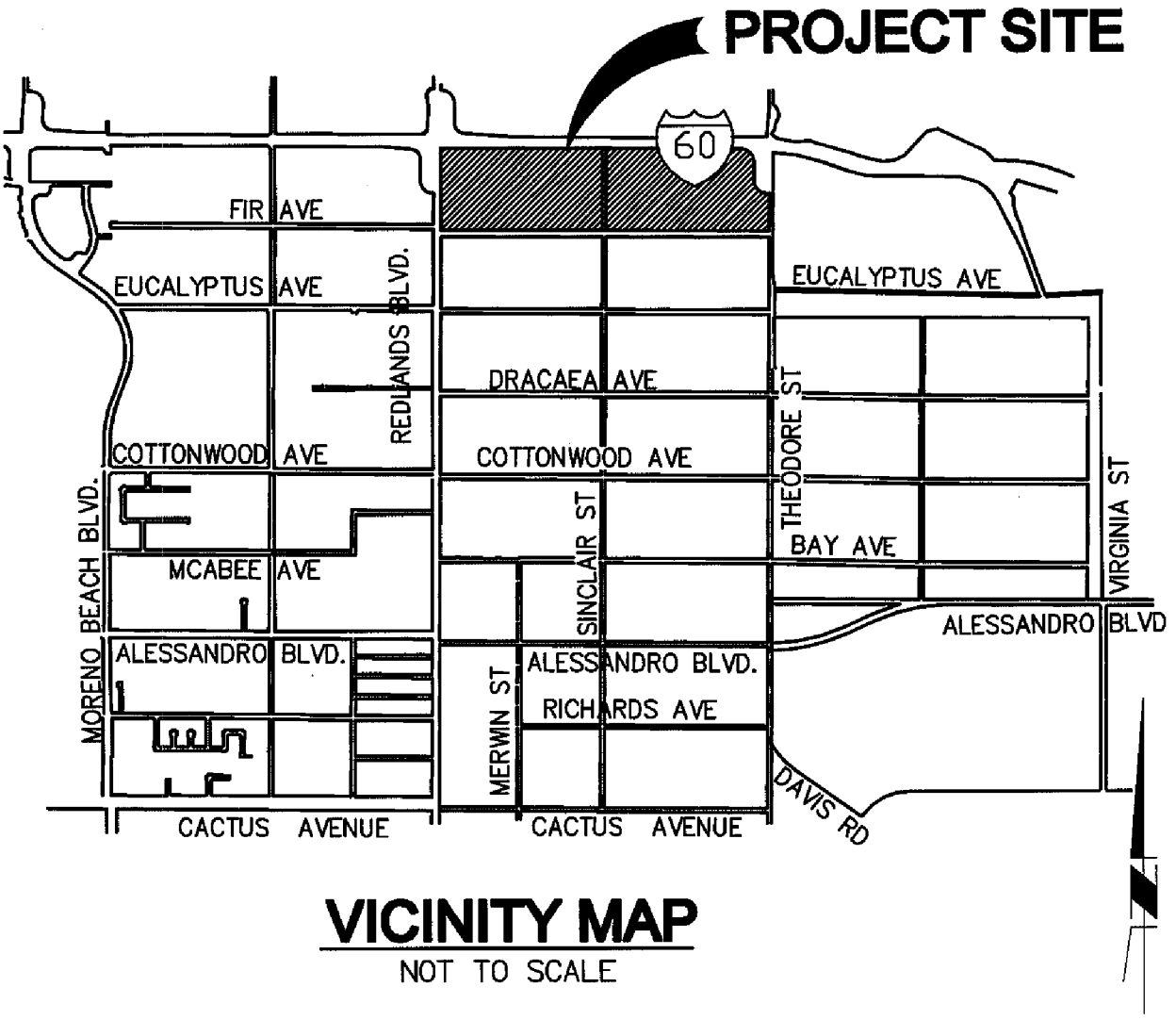

VICINITY MAP

NOT TO SCALE

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Exhibit "A"	**PA07-0090** **LOCATION MAP**

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MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

SEE AGENDA ITEM A.4

C3. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.4) (**Report of: Public Works Department)

SEE AGENDA ITEM A.11

C4. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE AUTO MALL FREEWAY PYLON SIGN PROJECT, PROJECT NO. 08-89791725, DIRECT THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND AUTHORIZE THE COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TO RELEASE THE SIGN TO THE MORENO VALLEY DEALERS ADVERTISING ASSOCIATION **(ALSO LISTED AS AGENDA ITEM A.11)** (Report of: Public Works Department

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SEE AGENDA ITEM A.13

C5. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE PROJECT NO. 10-41570027, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED SYSTEM **(ALSO LISTED AS AGENDA ITEM A.13)** (Report of: Public Works Department)

SEE AGENDA ITEM A.15

C6. AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ACCEPT THE WORK AS COMPLETE WHEN DETERMINED THAT ALL CONTRACT REQUIREMENTS AND PUNCH-LIST ITEMS ARE COMPLETED FOR THE DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920, AUTHORIZE THE CITY CLERK TO GIVE NOTICE OF SAME, AUTHORIZE THE FINANCIAL AND ADMINISTRATIVE SERVICES DIRECTOR TO RELEASE THE CONTRACT RETENTION TO THE CONTRACTOR, AND ACCEPT THE IMPROVEMENTS INTO THE CITY MAINTAINED ROADWAY SYSTEM **(ALSO LISTED AS AGENDA ITEM A.15)** (Report of: Public Works Department)

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: AUTHORIZE FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT AND AUTHORIZE CHANGE ORDER TO THE PURCHASE ORDER FOR VA CONSULTING, INC. FOR THE MORENO VALLEY AUTO MALL IMPROVEMENTS PROJECT NO. 08-89791725

RECOMMENDED ACTION

Staff recommends that the Community Redevelopment Agency (RDA):

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency.

2. Authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725).

BACKGROUND

On April 28, 2009, City Council authorized VA Consulting, Inc. (VA Consulting) to proceed with the final Auto Mall design plans and specifications. On July 13, 2010, City Council authorized the City Manager to execute a Project Specific Agreement and assign said Project Specific Agreement to the Community Redevelopment Agency. At this same meeting, the Community Redevelopment Agency approved an increase to Purchase Order No. 37386 for $50,000.

DISCUSSION

The Moreno Valley Auto Mall is currently comprised of five (5) auto dealerships and six (6) vacant parcels. The Redevelopment Agency have been working with the Auto Mall dealers to explore various ways to increase public awareness by creating attractive visual displays of dealer products and other aesthetic elements. The goal is to help provide increased awareness and interaction between prospective customers and business owners. The increase in Auto Mall business has the potential to increase additional opportunities for employment and enhance other long term related business benefits for the local community.

The Auto Mall project consists of two phases – the re-construction of the pylon sign and the street improvements. The pylon sign installation was completed on June 20, 2011.

Street improvement enhancements and revitalization are integral elements of the final Automall plans. Recent changes in the Auto Mall ownership and lot line adjustments of the parcels fronting Motor Way necessitate design revisions to the project's street improvement plans. VA Consulting has been retained to provide professional consultant design services under their Project Specific Agreement that expires May 1, 2012. Staff is recommending the First Amendment to the Project Agreement in order to increase the Project Specific Agreement amount by $25,000. The additional monies provide for 1) Finalization of the street improvement plans and specifications to reflect the construction scope of work based on available construction funds after the completion of the pylon sign, 2) bid support services during the advertising of the project for construction, and 3) design support services during the construction of the street improvements.

ALTERNATIVES

1. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services, bid design support services, and construction support services (Account No. 897.91725). *This alternative will allow for much needed improvements.*

2. Do not authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the First Amendment to the Project Agreement in the form attached hereto on behalf of the Community Redevelopment Agency and do not authorize a Change Order to increase Purchase Order No. 37386 for VA Consulting, Inc., in the amount of $25,000 for additional professional consultant design services bid design support services, and construction support services (Account No.

897.91725). *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The Moreno Valley Auto Mall Street Improvements is included in Fiscal Year 2011/2012 Budget and is funded by Fund 897 (RDA 2007 Tax Allocation Bonds). These funds have been allocated for the Moreno Valley Auto Mall Improvements project and cannot be utilized for operational activities. There is no impact on the General Fund.

Fiscal Year 2010/2011 Budget (Account No. 897.91725)	$1,512,000
Pylon Sign Construction Related Costs	$786,000
Construction Related Savings	$726,000

AVAILABLE FUNDS:

Fiscal Year 2011/2012 Budget (Account No. 897.91725)	$726,000
Estimated Additional Design Related Services	$25,000
Remaining Available Balance for Construction of Street Improvements	$701,000

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:
Develop a variety of city revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:
Create a positive environment for the development of Moreno Valley's future.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:
Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts and neighborhood restoration.

SUMMARY

The street improvement plans are an integral element of the final conceptual plan to rejuvenate Auto Mall. Staff is recommending that the Community Redevelopment Agency authorize the First Amendment to the Project Specific Agreement and furthermore authorize an increase to Purchase Order No. 37386 with VA Consulting in the amount of $25,000 for additional design services, bid design support services, and construction support services.

ATTACHMENTS

Attachment "A" – First Amendment to Project Specific Agreement

Prepared By:
Guy Pegan, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Concurred By:
Barry Foster
Community and Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES MORENO VALLEY AUTO MALL STREET IMPROVEMENTS PROJECT NO. 08-89791725

This First Amendment to Project Specific Agreement is by and between the Community Redevelopment Agency of the City of Moreno Valley, a municipal corporation, hereinafter referred to as "RDA," and VA Consulting, Inc., a California corporation, hereinafter referred to as "Consultant." This First Amendment to Project Specific Agreement is made and entered into effective on the date the RDA signs this First Amendment.

RECITALS:

Whereas, the City of Moreno Valley and Consultant entered into an Agreement entitled "PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Project Agreement," dated November 1, 2010.

Whereas, the City assigned its interest in said Agreement to RDA on November 1, 2010.

Whereas, the Consultant is providing consultant engineering services for the Moreno Valley Auto Mall Street Improvement project.

Whereas, it is desirable to amend the Project Specific Agreement to expand the scope of services as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL PROJECT AGREEMENT:

1.1 The On-Call Agreement termination date of May 1, 2012 is not extended by this Amendment to the Project Agreement.

1.2 Exhibit “D” to the Project Agreement is hereby further amended by adding to the cost proposal section thereof Exhibit “A” -- First Amendment, entitled “Terms of Payment”.

1.4 The RDA agrees to pay the Consultant and the Consultant agrees to receive a "Not-

to-Exceed" fee of $25,000.00 as set forth in the above-referenced Terms of Payment, in consideration of the Consultant's performance of the work set forth in Exhibit "A" - First Amendment.

1.5 The total "Not to Exceed" fee for this Agreement is $64,960.00 ($39,960.00 for the original Agreement plus $25,000.00 for the First Amendment to Project Specific Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Project Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

MV00115525

AMENDMENT TO PROJECT AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES PROJECT NO. 08-89791725

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this First Amendment to Project Agreement.

Community Redevelopment Agency

BY:_____
Executive Director

DATE:_____

VA Consulting, Inc.

BY:_____

TITLE:_____
(President or Vice President)

BY:_____

TITLE:_____
(Corporate Secretary)

RECOMMENDED FOR APPROVAL:

BY:_____
Chris A. Vogt, P.E.
Public Works Director/City Engineer

DATE:_____

APPROVED AS TO LEGAL FORM:

_____
General Counsel of the Community Redevelopment Agency of the City of Moreno Valley

DATE:_____

Attachment: Exhibit "A" – First Amendment (Terms of Payment)
Exhibit "B" – First Amendment (Assignment of Project Agreement)
Exhibit "C" – First Amendment (Project Agreement)

MV00115526

TERMS OF PAYMENT

1. This First Amendment to Agreement shall have a Not-to-Exceed Fee of $25,000 for the First Amendment to the Project Specific Agreement.

2. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work for the Street Improvements covered by this Proposal including:

    a. Finalize Plans and Specifications to reflect Construction Scope of Work Based on Available Construction Funds.

    b. Bid Support Services During Construction Bid Advertisement

    c. Design Support Services During Construction

3. Work can only commence after this First Amendment to the Agreement has been executed and the City issues a notice to proceed.

4. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

5. Sub-categorization of tasks is permitted to better define the task for payment.

6. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

7. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.

8. The City will pay the Consultant for all acceptable services rendered in accordance with the "Project Specific Agreement" and this First Amendment.

9. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Project Specific Agreement," or this First Amendment an "Amendment to the Agreement" will be executed between the City and Consultant.

10. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the scope of work.

EXHIBIT "A"

MINUTES - REGULAR MEETING OF JUNE 28, 2011 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

Beazer Homes

June 15, 2011

John Terell, Planning Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Subject: Tract 36340 – Rockcliffe City Council Continuance

Dear Mr. Terell:

Beazer Homes would like to request a continuance from the July 12th City Council meeting regarding our proposed Development Agreement for Tract 36340. Beazer is looking to revisit some of the items within this agreement with the City of Moreno Valley. Beazer would like to be scheduled on the October 11th City Council meeting

Thank you for your time and efforts regarding this project. We look forward to working with the City of Moreno Valley. Should you have any questions, please do not hesitate to contact me at (714) 720-6304.

Sincerely,

Bryan Bergeron
Development Manager
Beazer Homes Southern California Division

Orange County Office

1800 E. Imperial Highway, Suite 200
Brea, CA 92821

O: 714-672-7000
F: 714-285-2925
www.beazer.com

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011 (Continued from May 24, 2011)

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 2011- ___, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Town Center and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be

limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice

2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map
4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
Mark Gross, AICP
Senior Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Department

Concurred By:
John Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

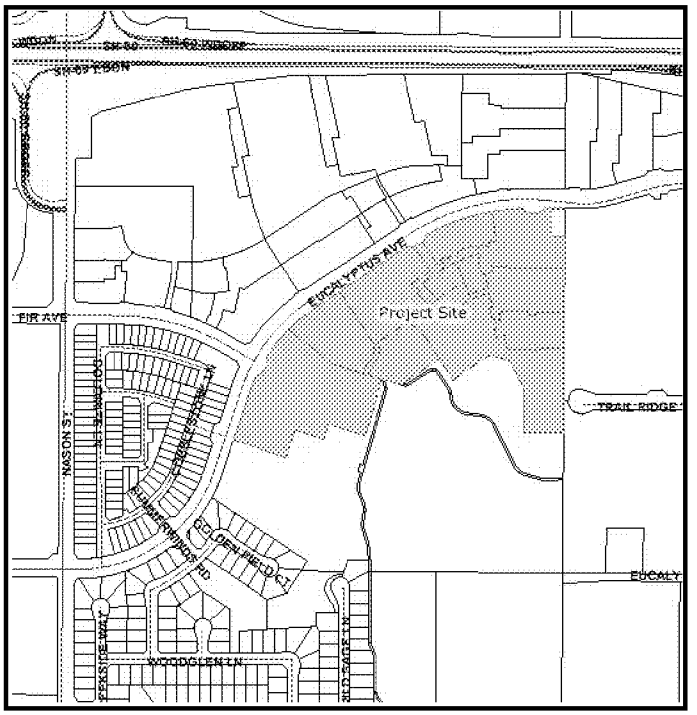

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.

ATTACHMENT 1

CONTACT PLANNER: Mark Gross
PHONE: (951) 413-3215

ATTACHMENT 1

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The development agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on March 22, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

   FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

2. **The proposed development agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

FACT: The applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

FACT: The proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. ____
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. ____
Date Adopted:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the "General Plan").

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 ("the Map") and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the "Project Approvals," and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

"Project."

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on_____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ___, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 "City Council" means the City Council of the City of Moreno Valley.

1.5 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et* seq. CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 "Current Fees" means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit "B" to this Agreement and made a part herein by this reference.

1.7 "Developer" means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 "Development Approvals" means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.11 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities' successors and assigns.

1.16 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 "Project" means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner's Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 "Project Approvals" means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.20 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least $200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer's good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer's written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

"DEVELOPER"

Beazer Homes Holdings Corp.,
a Delaware corporation

By:_____

Name: _____

Its: _____

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

[attached]

Zoning Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Zoning
- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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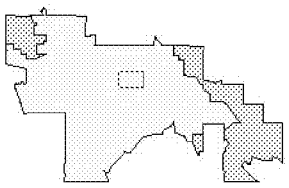

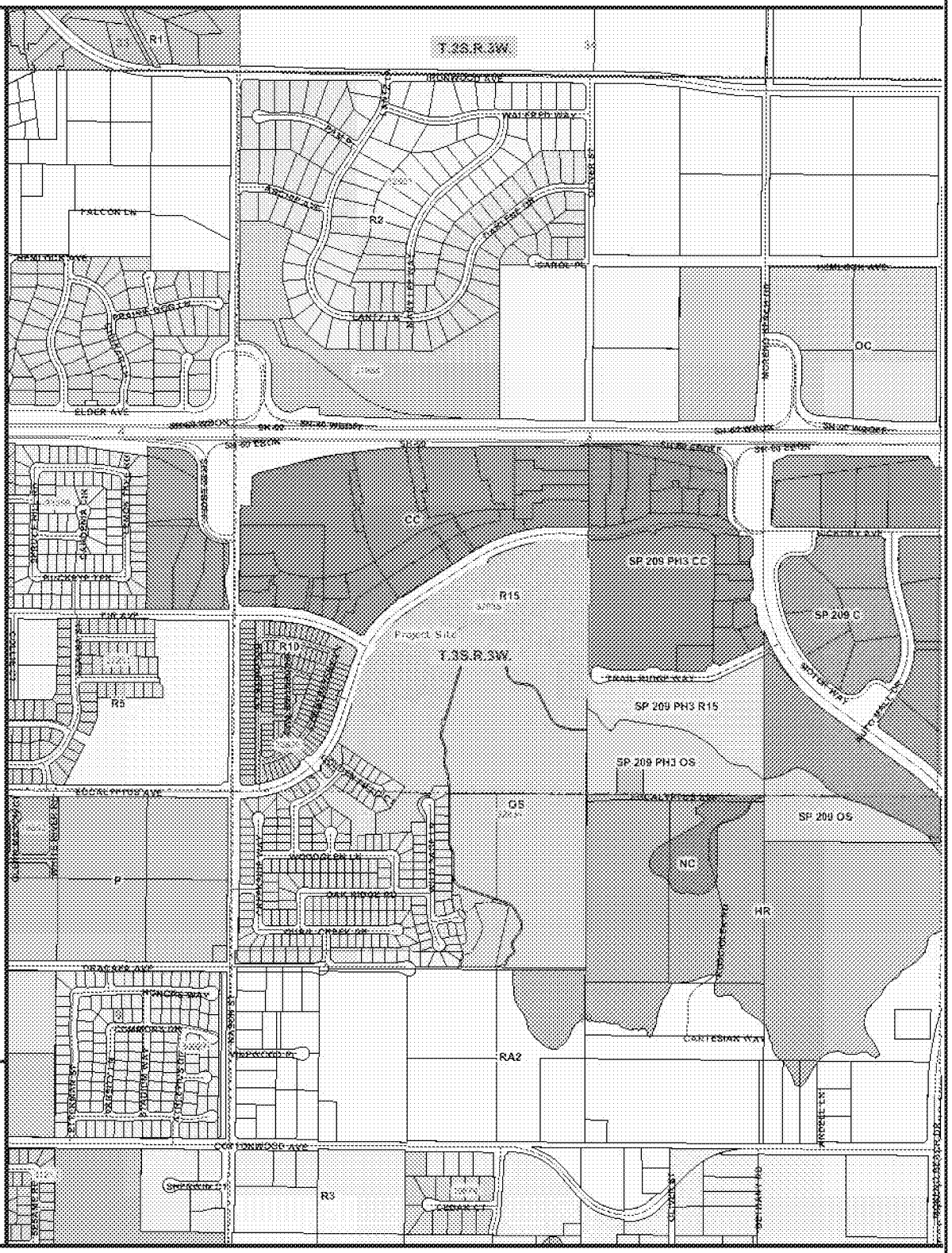

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 3

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MORENO VALLEY
WHERE DREAMS SOAR

Aerial Map

PA10-0038, 0039, 0029

Legend

- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Sphere of Influence
- Waterbodies
- City Boundaries
- Calimesa
- Moreno Valley
- Perris
- Riverside

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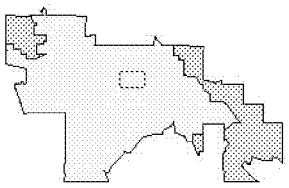

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ATTACHMENT 4

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MORENO VALLEY
WHERE DREAMS SOAR

PLANNING COMMISSION
STAFF REPORT

Case:	PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).
Date:	February 24, 2011
Applicant:	Beazer Homes
Representative:	MDS Consulting
Location:	Southeast corner of Fir Avenue and Eucalyptus Avenue.
Proposal:	A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.
Redevelopment Area:	Yes
Recommendation:	Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS

(Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

ATTACHMENT 5

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as “Nature Park” on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will consist of individual lots with detached single-family homes, common open space areas, and private access roads. The common open space includes a recreation building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density. Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations**.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards. Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section**.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

<u>Other Design Considerations</u>

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees along private streets and allow continual break-up of the project massing. In addition, street trees will be clustered in strategic locations such as on corner lots, adjacent to guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry

statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from

general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets development standards as allowed under Section 9.03.060 (Planned Unit Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review

Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Act (CEQA) guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical–related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation District	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,

2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,

3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by: Approved by:

Mark Gross, AICP John C. Terell, AICP

Senior Planner Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement

5 Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9 Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. Recreation building floor and elevation plans (provided in reduced format in Exhibit 6).
6. Tentative Tract Map No. 36340 Information Booklet.

2. Case Number: PA10-0038 Tentative Tract Map. No. 36340
PA10-0039 Conditional Use Permit
PA10-0029 Development Agreement

CHAIR DE JONG – Staff report please

SENIOR PLANNER GROSS – Yes, good evening Chair De Jong and members of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a report on the proposed residential project here before you this evening, which has definitely been a rarity around these parts for a while. The Applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a Conditional Use Permit and a Planned Unit Development for a 275 lot single family residential small lot detached subdivision on 29 acres to include individual home sites and community recreation facilities within two land use districts; one of them the R15 land use district which is where the home sites will be located and then you have a protection of existing rock outcroppings and drainage basin which is existing on the OS (open space) land use district.

The project is located on the southeast corner of Eucalyptus and Iris and consists of a revision to an existing 276 unit condominium project approved back in 2005 for Beazer Homes and is consistent with surrounding land use density requirements and with current smaller lot single family and surrounding multiple family developments in the vicinity. The design and location of the project will allow for walkable communities; actually, a walkable community to two surrounding regional commercial centers which would likely reduce vehicle miles and trips, where it gives that walk ability to these particular sites. Conceptual plans of the models, map and the plot plan are located there on the far wall. The Applicant has also I believe and you should have this as a copy, booklets with additional elevation plans and project details and I believe that is in Exhibit 6 of the report.

Now what I'd like to do briefly is just summarize the three discretionary components of the project before you this evening. The first item is the Tentative Tract Map which is delineating land uses into approximately four acres within the OS land use district; again that is in the center of the tract to include open space and drainage basin uses and then you have the 25 acres within the R15 land use district, which would include the 275 individual lots for single family ownership and then you also have a number of lettered lots for common and private open space type areas.
The second component of the project is the Conditional Use Permit/Planned Unit Development. Now the project is meeting allowable Planned Unit Development requirements; will not exceed the maximum density of 15 units per acre and does provide for many amenities found which you would typically find in multiple family developments and that would include again the private open space, tot lots, community recreation building, a pool, picnic and barbecue areas and numerous turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

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case a greater innovation of housing and choice of ownership most likely in this case for the first time home buyer or senior.

Now the developer is asking for allowable deviations which are allowed within the Planned Unit Development portion and that is as long as amenities are included in the project, and I think there are quite a few amenities within this particular project. The deviations that we are talking about do include lot area, lot dimension, lot coverage and setbacks. Now an example of the size of the lots; we're talking the lots ranging from about 1,846 square feet to approximately 3,181 square feet; while the unit square footage will range from anywhere 1,377 square feet to 1,981 square feet.

The third component of this particular project is the development agreement. Now the developer had previously provided substantial public improvements in the vicinity of the original project necessary to facilitate the development of the adjacent Stone Ridge Town Center which is directly to the north. The Applicant has identified a temporary, in this case with the Development Agreement, a temporary reduction of development impact fees as necessary for the financial feasibility of providing with this revised project during this time of economic uncertainly. Now as part of the proposed agreement, the developer agrees to build all required improvements including a recreation building and I think some of the things we talked about; pool, play area; seating areas, trails, green belts, parking and such.

The developer will also incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, solar water heater for heating for the recreation building and pool as well as providing energy efficiency for all housing units, which will be at least ten percent beyond the requirement of current building code requirements. Now the environmental determination for this project does include an addendum to the previous Negative Declaration in accordance with California Environmental Quality Act Guidelines. No substantial changes have occurred from the project which would require major revisions of the environmental document and no new significant environmental effects have been identified with this 275 unit residential single family project versus the 276 unit which is just one additional unit for the multiple family project which was previously approved out on that site.

The Public Notice was sent to all property owners on record surrounding the site, published in the newspaper and posted on site. Staff did not receive any public inquiries on the project. Now as a reminder this evening, Planning Commission will be making a decision on the Tentative Map and the Conditional Use Permit and will provide a recommendation to the City Council on the Development Agreement. The Development Agreement will then tier off from this and be presented to the City Council as an Ordinance. That concludes the Planning Division's portion of the report. At this time I'd like to turn it over Clement

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Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land Development Project conditions of approval.

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Hi, good evening Chair and members of the Planning Commission. My name is Clement Jimenez with the Land Development Division. In addition to the green sheet before you which revises one of our conditions of approval, to make it more applicable to this particular project where the maintenance of the water quality basin in going to be borne by the HOA and not by the City. We have eliminated some sections of our special standard condition of approval there as you can see and struck out font and in addition to that we have other conditions of approval that we would like to revise to reflect the currently submitted map before you, which we got after we wrote the conditions of approval and one of the conditions that we would like to revise is LD57(c). We would like it to read, "private storm drain easement retained by owner, his successors and assigns for storm drain line improvements from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-way". It is basically going to be a private storm drain versus a public storm drain as was previously stated. The other change is also to LD57 (g). We propose that that subsection be deleted entirely. It was a typo and then the other condition is LD65. That condition is no longer applicable because of the revised map before you. Before this latest version of the Tentative Map there was a two foot strip along the not a park area shown on sheet 3 of the Tentative Map. That no longer exists because of the negotiations that Beazer has had with the Eastern Municipal Water District, so it is no longer applicable and we are proposing to delete that condition and that concludes the changes from Land Development. Thank you.

CHAIR DE JONG – Okay thank you. Okay are there any Commissioner questions of staff? I have a question. Mark is there, I didn't see, is there a physical connection from the development to the public use trail and if not could there be one? I didn't see one.

PLANNING OFFICIAL TERELL – My understanding is that there is not and that is a standard or a preference on the part of the Parks and Recreation Department.

CHAIR DE JONG – They don't want a connection?

PLANNING OFFICIAL TERELL – They don't; they prefer not to have private connections right into the trail. If it's possible, if there is going to be one, I'm sure that has already been arranged with the prior approval, so the Applicant might be able to help us out because they worked more directly with the Parks and Recreation than Planning did.

CHAIR DE JONG – It just seems a shame that they can't have direct access to it at some point; it is such a large development.

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PLANNING OFFICIAL TERELL – Right, there are access points but they are further around the corner.

CHAIR DE JONG – I know and my other question is that I noticed there is a lot of existing utilities and fire hydrants in place. Will those have to be relocated or are they sufficient for this development?

PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO – Hello Mr. Commissioner. The answer to that is yes. Some of them will need to be modified to accommodate the new layout but the Applicant made a very good attempt to leave as many as they could in place to accommodate their new design.

CHAIR DE JONG – It makes sense, good. Are there any other questions?

COMMISSIONER GELLER – Yes, why are the DIF fees being reduced?

PLANNING OFFICIAL TERELL – Primarily due to the investment in the infrastructure Beazer already made in excess of what is required for their project. They put in a lot of infrastructure related to the development of Stone Ridge Shopping Center for which they could not get credit or reimbursement. The other is obviously to induce the project because Staff feels that it will have a beneficial impact on those two shopping centers and their continued growth.

COMMISSIONER GELLER – Okay

COMMISSIONER DOZIER – I was looking at the new condition where any of the bio-swales or any of the water treatment on the property is going to be paid for by the homeowners through the HOA. Is that typical to have the HOA pay for that?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – Yes, for multi-family residential projects that is typical as well as this project.

COMMISSIONER DOZIER – Alright because I noticed then there was dedicated maintenance easements the City of Moreno Valley, and then if they are taking care it the City is not taking care of it, so they don't need an easement. Do I understand that correctly?

SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ – That's correct

COMMISSIONER DOZIER – I gotcha, okay

CHAIR DE JONG - Okay seeing no more questions I'll go ahead and open Public Testimony and call the Applicant forward. Good evening.

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APPLICANT – Good evening Chair, Commissioners and Staff. First of all I want to thank you for your time today. I want to say a special thanks to Mark and John and the rest of the City Staff to inspect this review. Beazer has just finished off about 400 units just adjacent to this property and also helped build all the main infrastructure along Nason, Eucalyptus and Fir along with the commercial center and as Mark was mentioning before, this is a new development for us here. We started back in 2005. We actually built a model there; everything tanked and we find out now that condo's are hard to get financing for now so that's why we came up with this new detached single lot home. Beazer is really excited to be here. This is our third project here recently, so we hope this will be successful and hope that you guys are in favor of it also.

CHAIR DE JONG – Okay thank you. Are there any questions?

COMMISSIONER GELLER – I am concerned and I just want you to think about it. I am concerned with the left elevations. I understand I guess supposedly they are going to be back to back on the houses but I just don't think that's what we had in mind when we talked about four-sided architecture. I'm not sure that there is anything that we should do but I just wanted to bring that to your attention at this moment.

APPLICANT – If I could speak on that…

COMMISSIONER GELLER – Sure

APPLICANT – The reason why the left elevation is blank on that wall below the fence line is basically because the other parties patio is going to be right there, so it's kind of weird having a window looking out to your adjacent neighbor's patio. So it's kind of a privacy thing…

CHAIR DE JONG – That is in all cases?

APPLICANT – In all cases and then if see on the left elevation end units it is on the top. That's where we provided the additional windows on the elevation.

CHAIR DE JONG – So the blank wall would never be facing a street or a drive?

APPLICANT – Never be facing a street or a drive…

CHAIR DE JONG – Okay, does that make any difference down there?

COMMISSIONER GELLER – You know it's hard till you actually drive by them. That's been said many times and you drive through some of these neighborhoods and they look absolutely abysmal because you can see clearly between the houses and just all these blank walls. I'm not suggesting you put more windows in. I don't know, I just… the theory that no one sees it just never

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seems to… but again I don't have the ability to visualize driving through the complex, but that's exactly what I didn't want to have to see.

PLANNING OFFICIAL TERELL – Yes we did and unfortunately that was so long ago I don't think I saved, but there were pictures… Beazer has built a similar project up in Sacramento and we had the opportunity to see pictures of it and what they had done there is they provided street scenes and in looking down the street what you could normally see was kind of the return on the houses and you can see on certainly the top one, the detailing is closest to the end of the unit where it's most likely to be seen, so we did as for that. Originally as I recall there was nothing on those walls, so it's a faux window, it's not a real window or a window with the shutters closed, so it's a little more detailed than you can see, but we tried to focus those on the ends of the units where you are most likely to see between the units. The difference between… there are probably some that are wider but the typical distance between them is feet between units. The typical distance between say single family tracts, where we realize you can see much more is 15 feet between homes, so it's much, much closer.

CHAIR DE JONG – And houses with 15 feet between them really do have the four-sided architecture addressed and that's a different story.

PLANNING OFFICIAL TERELL – Well we haven't see any since the Ordinance was… but that's the intent; yes; in those cases you would have windows on all four sides and those windows would all have detailing similar to what is on the front.

COMMISSIONER GELLER – I have a couple other questions. Is the HOA going to be responsible for the front yard maintenance?

APPLICANT – That is correct

COMMISSIONER GELLER – Okay, I know that had been done on many of these so they will have a consistent look. And how much guest parking is there and how far is it? I mean if someone has a party, where are the people going to park?

APPLICANT – There is a half-unit per… there is a half-space per resident and they are bay parking, so it's like in a standard parking lot and they are scattered pretty well throughout the site.

SENIOR PLANNER GROSS – There is a total I believe of 138

COMMISSIONER GELLER – They are well hidden

PLANNING OFFICIAL TERELL – When you start counting, there is like three here and four there and six there and it's up to 138.

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COMMISSIONER GELLER – Okay that's all I have

CHAIR DE JONG – Thank you. Are there any Commissioners of the Applicant? Okay, I don't have any right now either

APPLICANT – Thank you

CHAIR DE JONG – Okay I'm going to close Public Testimony and open Commissioner Debate.

COMMISSIONER GELLER – Well I guess I'll go first to go last. Yes other than the left elevations, you know if they are always only going to be six feet apart I guess you're not going to see them. I'm certainly not going to have somebody do something for nothing; just you know again looking at the pictures they don't… but I think this is for whole array of reasons and all the reasons specified, that this is the development concept of the future in terms of keeping the costs down; keeping the energy efficiency down; walkability; closeness to the shopping center. I mean I'd say I think this is for a whole array of reasons probably the building style of the future and the PUD is a great concept to allow far more flexibility than just having rows and rows of identical lots of somewhat identical houses and I know this area well. I've spent the last 20 years hiking through there. I've been watching the trails develop over the years and trying to figure out how to get around the houses, but you know I certainly know this area well and like I say I think this kind of innovative design is really the future of detached houses as a practical matter. Nobody is going to be able afford anything else and I think they've done an excellent job. I think it is going to be a nice looking center and the other work that they have done in that center you know exceeded my expectations in terms of overall and I approved that whole thing a long, long time ago, so I'm in support of the project and I have no objection to the amendments to the conditions.

CHAIR DE JONG – Okay, George…

COMMISSIONER SALAS – Well I'm not happy with… I don't like the six feet houses every three feet apart or six feet apart, but I agree with Commissioner Geller on the economic times that I guess this is going to be what we are looking at. They've done a real good job of presentation and the elevations are nice looking, so I'll support the project.

COMMISSIONER GELLER – And lastly no one has to buy them, I mean if they don't want neighbors that close they don't buy this product.

CHAIR DE JONG – That's a better way to put it.

COMMISSIONER GELLER – Yes, that's what I meant to say. I wasn't…

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COMMISSIONER DOZIER – I was very pleased to see this come forward because I thought that it was going to stay vacant for a longer period of time as the development community tried to figure out where the market was going to be, so I'm happy to see it come forward at this time. It's kind of the light at the end of tunnel kind of thing. We get some construction going in town and we take an area that is now vacant and looks unfinished and it gets finished and it will certainly improve the prospects for additional business for the center which is right across the street and around the corner. All of those are positives for the City. We are talking about jobs; we're talking about capital investment and this is a sign of the economic times. You can't pencil out the same kinds of projects that were penciled out just three years ago or four years ago in a different economy and I think these look very, very good and I've seen other projects like it that are designed similarly where the people work it out. They are happy to own their own home. They are happy and they show pride of ownership. The problems that you have with parking and closeness… actually the closeness forces you almost to know your neighbor a little better and so people just work it out. They have a big party; they work it out. They say hey I'm going to have a party this Saturday and I need your space and your space and your space and if it's okay for a few hours they work it out, so I'm happy to see it and I certainly am supportive of it. It is coming a lot sooner than I thought.

VICE CHAIR BAKER – Yes I think this is a great project for the area and we're moving towards getting some housing for people that is affordable. They are not going to have to mortgage the farm to get in here. In looking at this, there are a lot of amenities for these people in this close to 30 acres. I see there is a spa in there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent and I see all those parking spaces in here when I go to the colored layout, which there is probably way over a hundred, so I'm always concerned when I see something like this because parking is a real problem when you have a couple of guests and they are sprinkled out here pretty nicely. I like the remote gated access; that is always good, so there are a lot of plusses to this project, so I'm for it and I think we need to move forward with it. Thank you

CHAIR DE JONG – I too am in support. I think this is another great product to our housing portfolio in the City. It's just another different product that people can choose from and I think that's what makes it so great. It is a sign of the times; the reduced size and the smaller side yards, but that is what a lot of people are going to be wanting. I had a question for Traffic. Is this going to put a pinch on the end of Eucalyptus there where it kind of dead ends to the right there down by Walmart? I know that is more out of our hands; it is more in Cal Trans getting that end of the street off-ramp kind of thing redesigned. Is that going to move forward any time soon any faster than was originally planned?

TRAFFIC ENGINEER LEWIS – Good evening; Eric Lewis, City Traffic Engineer. There aren't immediate plans to get that work done. It is a lot of money to build the interchange obviously so thankfully though Nason is moving along very

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quickly here and so they'll be some bumps in the road so to speak for a little while and then a lot of progress and then the next phase will probably be Moreno Beach.

CHAIR DE JONG – Good, okay, I didn't mean to divert much on that. I really like keeping the open space. I'm glad that we as a City have decided to maintain the rocky boulder open spaces. I think it is going to be a great product and if I may bring my fellow Commissioner attention to this elevation here where it shows along the street, it has windows along the bottom of it, so it's a different elevation, so that's good. I was happy to see that too. With that I think we're ready for a motion.

COMMISSIONER DOZIER – When you alluded to traffic patterns, I just want to go on the public record and say we sometimes as planners, people say why did you approve all of those homes and all of those cars before the street intersections were done? This is some of the reason why. There is a need to move forward with kind of project and there are so many plusses for it that we can't wait to do those intersections; one, because of the cost and the times today and trying to get that money to do those kinds of improvements. Sure we would like to do them ahead of time and if we had the money and the power it would already be done before the project is approved, so for a little while it is going to be a little inconvenient. I know that stop light at Nason going onto the freeway; that bridge overpass is going to get backed up from time to time but the local residents are going to have to try to avoid it and go around it and figure out another way to traverse through there, but I want to go on record and say that we're aware of it; we know it; we're not doing this in a void, but sometimes things have to go forward first before we can get in a position to make it so that is really, really convenient for everybody.

CHAIR DE JONG – Well said

PLANNING OFFICIAL TERELL – Following onto that point, the development agreement as proposed, there are no reductions in the TUMF fee; the regional fee and those are the fees that really pay for those big improvements like interchanges as in the case of Nason and the design work for Moreno Beach which is actually pretty far along.

CHAIR DE JONG – Good, glad to hear that. Who would like to make a motion tonight or are we ready for one? I think we're ready for it.

COMMISSIONER GELLER – Well I'll make it since…

CHAIR DE JONG – Well this will be the last time

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COMMISSIONER GELLER – Yes you won't have me to kick around so… alright… I'd like to make a motion that we **APPROVE** Resolution No. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration; and,
2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039 Conditional Use Permit/Planned Unit Development for a 275 lot single family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential 15) and OS (Open Space) land use districts, based on the findings included in the Resolutions, subject to the attached conditions of approval as amended included as Exhibit A to the resolution, Attachments 2 and 3; and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development Agreement based on the findings included in the resolution, (Attachment 4).

VICE CHAIR BAKER - Second

CHAIR DE JONG – Thank you and we have a second. Is there any discussion? All those in favor?

Opposed – 0

Motion carries 5 – 0

CHAIR DE JONG – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes the Tentative Tract Map and the Conditional Use Permit shall become final... Those approvals unless appealed to the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative Tract Map included and then the Development Agreement will go forward to the City Council for final review and action and that is scheduled for March 22nd.

CHAIR DE JONG – Okay thank you very much. Thank you and good luck.

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ATTACHMENT 7

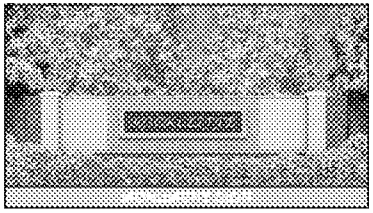

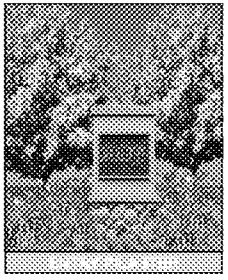

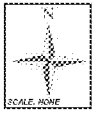

8' HIGH WROUGHT IRON FENCE
6' HIGH SPLIT FACE CONCRETE BLOCK WALL
5'-0" HIGH VINYL FENCE (COURT YARDS)

STANDARD SPACES	
ACCESSIBLE SPACES	
TOTAL SPACES	131
TOTAL SPACES REQUIRED	89

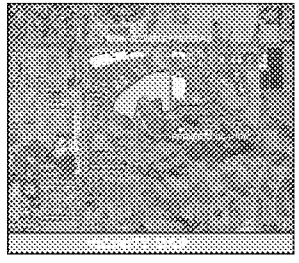

ROSEKILL/BEAUMONT/STONERIDGE RANCH

AECOM

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PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.

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PLANTING CONCEPT
Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.

PLANTING CONCEPT
Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and the City Council Acting in their Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: July 12, 2011

TITLE: PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, AND 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the City Council, after conducting the individual Public Hearings and accepting public testimony:

   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballots for First Industrial;
   b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to Assessors Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

   a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballot for First Industrial;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 has Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program and the CSD Zone M program. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charges for the CSD Zone M program. The property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 28, 2011 and the Public Hearing on July 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies

are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to pruning, trimming, fertilizing, replacing plant material(s) as necessary, litter removal, maintenance of the irrigation systems, weed control, payment of the water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charges for APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 were estimated based on the proposed Perris Blvd. median adjacent to the parcels. Upon future development, parcels adjacent to the proposed median shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charges for balloting APNs shall be proportionally adjusted.

ALTERNATIVES

1. **Conduct the Public Hearing,** tabulate the ballots, verify, and accept the results of the mail ballot proceeding for First Industrial, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M annual charges for First Industrial. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*

2. **Do not conduct the Public Hearing,** tabulate the ballots, verify, or accept the results of the mail ballot proceeding for First Industrial. *This alternative would be contrary to Proposition 218 mandates and may not allow the property owners to comply with their conditions of approval.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charges for First Industrial are as follows:

Property Owner	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
First Industrial		
APN 316-200-003 (and any division thereof)	$205	$494.31
APN 316-200-009 (and any division thereof)	205	492.14
APN 316-200-010 (and any division thereof)	205	516.09
APN 316-200-011 (and any division thereof)	205	489.96
APN 316-200-012 (and any division thereof)	205	2,184.13
APN 316-200-013 (and any division thereof)	205	520.44
APN 316-200-014 (and any division thereof)	205	520.44
APN 316-200-018 (and any division thereof)	205	1040.89
APN 316-200-028 (and any division thereof)	205	435.52
APN 316-200-029 (and any division thereof)	205	1,796.51

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

There is no impact in the General Fund for the ongoing maintenance of the proposed median on Perris Blvd, north of Nandina Ave. The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Advocacy
Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness
The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation
The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public testimony, tabulate the returned ballots, verify, and accept the results of the mail ballot proceeding for First Industrial.

NOTIFICATION

On May 17, 2011, a ballot packet was mailed to the owner of each parcel associated with Tentative Parcel Map 35859. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the June 28, 2011, Public Meeting and July 12, 2011, Public Hearing was published in The Press-Enterprise on June 9, 2011. Additionally, the Public Hearing notification was published on June 23 and again on June 30, 2011.

ATTACHMENT

Attachment 1: First Industrial sample mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\jennifert\Ballots for FY 10.11\Zone M NPDES\PA07-0165 First Industrial (TPM 35859)\Stfrpt PH 07.12.11.doc

TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US

MORENO VALLEY
WHERE DREAMS SOAR

14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

First Industrial
c/o First Industrial Realty Trust
Jeff Evans, Operations Director
898 N. Sepulveda Blvd., Suite 750
El Segundo, CA 90245

May 17, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate
In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge
Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate
Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge
The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 are subdivided. If APNs are merged then the annual charges for those APNs shall be combined. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate
For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is $392,575.

CSD Zone M Charge
The CSD Zone M annual charge for FY 2010/11 for the proposed Perris Blvd. median is $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is $141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy

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amount will be assessed to APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Meeting	Public Hearing
Tuesday, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, July 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the ballots are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if a simple majority of the returned valid weighted ballots approve the annual charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

NPDES Maximum Commercial/Industrial Regulatory Rate

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

CSD Zone M Charge

If there is a tie or if a majority of the returned valid weighted ballots oppose the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

MV00115607

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, July 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

A check mark substantially inside a box;

An X mark substantially inside a box;

A dot or oval mark substantially inside a box;

A completely shaded or filled mark substantially inside a box;

A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;

A circle around the box and/or associated clause; or

A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

OFFICIAL MAIL BALLOT for ASSESSOR PARCEL NUMBERS (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

Moreno Valley Community Services District (CSD) Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance)

YES* — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof), **I approve** the annual CSD Zone M charges for FY 2010/11 for the proposed Perris Blvd. median of $494.31 for APN 316-200-003, $489.96 for APN 316-200-011, $435.52 for APN 316-200-028, and $1,796.51 for APN 316-200-029. Beginning FY 2011/12, the annual CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amounts shall be assessed on the Riverside County property tax bills as planning of the Perris Blvd median occurs. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

NO** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
316-200-003 (and any division thereof)	☐	☐	$494.31
316-200-011 (and any division thereof)	☐	☐	$489.96
316-200-028 (and any division thereof)	☐	☐	$435.52
316-200-029 (and any division thereof)	☐	☐	$1,796.51

*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for TPM 35859 is $8,490.43.

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

OFFICIAL MAIL BALLOT for Assessor Parcel Numbers (APNs) 316-200-003, 316-200-011, 316-200-028, and 316-200-029

National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is $205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-200-003 (and any division thereof)	☐	☐	$205 per parcel
316-200-011 (and any division thereof)	☐	☐	$205 per parcel
316-200-028 (and any division thereof)	☐	☐	$205 per parcel
316-200-029 (and any division thereof)	☐	☐	$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on July 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

_____

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			**Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance**		
(Not covered by CSA 152) Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PROPOSED PARCEL RATE	**Per Month**	**Per Year**	**PROPOSED PARCEL RATE**	**Per Month**	**Per Year**
	$2.67	**$32.00**		**$12.58**	**$151.00**

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = ($33.00 & $158.00)
FY 2007/2008 - 3.1% = ($34.00 & $163.00)
FY 2008/2009 - 4.2% = ($35.00 & $170.00)
FY 2009/2010 - no change = ($35.00 & $170.00)
FY 2010/2011 - no change = ($35.00 & $170.00)

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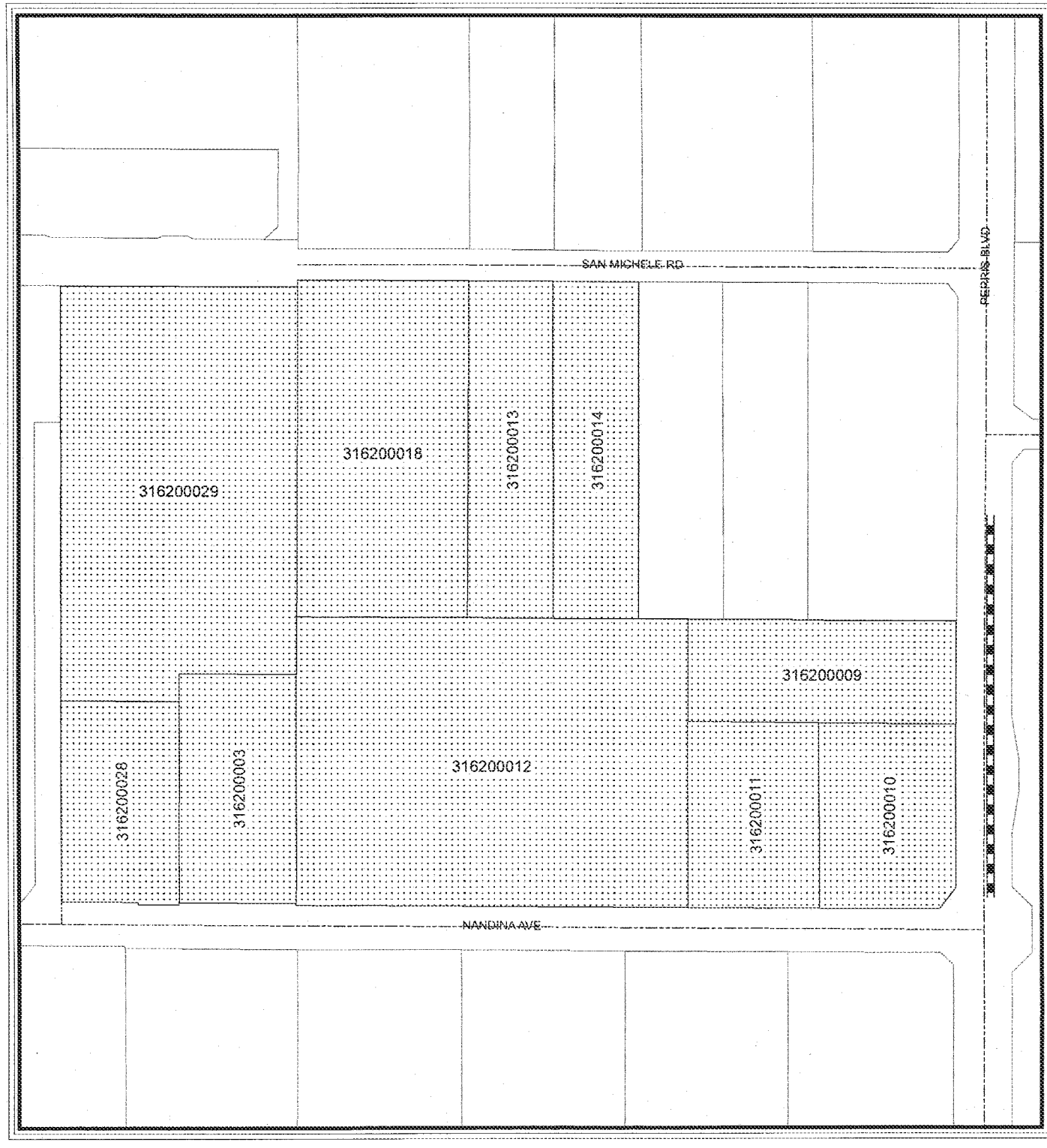

TPM 35859

APN

- 316200003
- 316200009
- 316200010
- 316200011
- 316200012
- 316200013
- 316200014
- 316200018
- 316200028
- 316200029
- Roads
- Parcels
- City Boundary
- Median
- Landscaped Areas

N

Map reflects all changes indicated on Riverside County Assessor Maps as of May 11, 2011.

0 150 300 450 600 Feet

G:\AVP\SDA\TPM 35859 PA07-0165.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

MORENO VALLEY
WHERE DREAMS SOAR

MV00115612

RIDGE PROPERTY TRUST

201 Covina Avenue, Suite 8 | Long Beach, CA 90803
t: (562) 856-3819 | f: (562) 856-3820
www.rptrust.com

June 29, 2011

Mr. John Terell
Planning Official
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Re: Case P08-133, PA08-0098, PA10-0017, PA08-0097, and PA09-0022
Applicant: Ridge Rancho Belago, LLC
Owner: Ridge Rancho Belago, LLC

Dear John,

As you know, on May 12, 2011 the City of Moreno Valley Planning Commission disapproved adoption of Resolution No. 2011-13 recommending to the Moreno Valley City Council the following items:

1. Approval of P08-133 (Approval and Certification of the EIR for the WestRidge Commerce Center project),
2. Approval of PA08-0098 (Zone Change),
3. Approval of PA10-0017 (Municipal Code Amendment),
4. Approval of PA08-0097 (Plot Plan), and
5. Approval of PA09-0022 (Tentative Parcel Map 36207)

On May 18th, Ridge Rancho Belago LLC formally appealed (see the attached letter) the decision of the Moreno Valley Planning Commission to the 5 member Moreno Valley City Council.
Our appeal to the Moreno Valley City Council Members was then scheduled for the July 12, 2011 City Council meeting.
Per this letter, I respectfully request a continuance of our appeal to the City Council meeting scheduled for August 23, 2011.

Thank you for your consideration and please call me if you have any questions.

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

Cc: Jeff Bradshaw, City of Moreno Valley
Gil Saenz, Inland Empire Development Services

MV00115613

RIDGE PROPERTY TRUST
201 Covina Avenue, Suite 8 | Long Beach, CA 90803
p (562) 856-3819 | f (562) 856-3820
www.rptrust.com

City of Moreno Valley City Council Members
c/o City of Moreno Valley Planning Division
14177 Frederick Street
Moreno Valley, CA 92553

Re: P08-133, PA08-0097, 0098, 0022 and PA08-0017

Dear Council Members Stewart, Batey, Hastings, Molina and Co:

Please accept this letter as our formal appeal of the City of Moreno Valley Planning Commission denial of the proposed Westridge Commerce Center Project (the "Project") at the Planning Commission Meeting held on May 12, 2011. Specifics of the Project are as follows:

Case Description:
Plot Plan for a 937,260 square foot warehouse facility on 55 acres, Tentative Parcel Map No. 36027, Zone Change from BP to LI, a Municipal Code Amendment and an Environmental Impact Report.

Pursuant to the denial, there were many questions and discussions centered on the following:
1) Aesthetics (the Architecture of the building).
2) The uncertainty of a known lessee at this time.
3) Traffic
Our position and basis for our appeal relating to the above are:
1) We have constructed buildings in Centerpointe Business Park (across Frederick Street from City Hall) that are similar to what we are proposing at Westridge Commerce Center and we have received many compliments from past planning commissions and city councils. This issue is totally personal, subjective, and without merit. We worked hard with staff to make this building appealing and to the level of standards Moreno Valley can be very proud of. In fact, the Westridge Commerce Center architect, HPA, is the same architect for the Skechers building.
2) It is a very rare situation to have a lessee sign a lease for a building without the entitlements in place. The fact that Skechers signed a lease without entitlements is rare. Considering Skechers is a partner in the building with Highland Fairview and the fact there are very few, if any, sites available in the Inland Empire of a size to accommodate the large Skechers building.

MV00115614

3) Intersections and roadway improvements were clearly identified in the traffic analysis as being necessary to maintain or improve operational levels of service for this Project and General Plan. This Project will build all required improvements in the immediate vicinity as well as other off-site infrastructure required by the development. Furthermore, Redlands Blvd is a city designated truck route and the planning commission stated they did not want trucks mixing with automobiles.

Applicant:
Ridge Rancho Belago, LLC

Owner:
Ridge Rancho Belago, LLC

Sincerely,

Dennis Rice, President
Ridge Rancho Belago, LLC
By: Ridge Property Trust II, a Maryland real estate investment trust

MV00115615

Community & Economic Development Department
Planning Division
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
(951) 413-3206
(951) 413-3210 FAX

PROJECT APPLICATION

No.:

Application must be completely filled out to be accepted.

TYPE OF APPLICATION

(One Application Form Required for Each Type of Application)

☐ Administrative Plot Plan	☐ Development Agreement	☐ Specific Plan
☐ Administrative Variance	☐ Development Code Amendment	☐ Specific Plan Amendment
☐ Amended Conditional Use Permit	☐ Extension of Time	☐ Tentative Parcel Map
☐ Amended Plot Plan	☐ General Plan Amendment	☐ Tentative Tract Map
☐ Change of Zone	☐ Plot Plan	☐ Variance
☐ Conditional Use Permit	☐ Pre-Application Review	☒ Other Appeal

APPLICATION INFORMATION

Project/Business Name (If any): West Ridge Commerce Center

Project Description: The project proposes the development of a 937,260 SF warehouse facility on 85 acres. This application is to appeal the Planning Commission denial of the project on May 12, 2011.

Property Address/Location: South of SR60 on the north side of Eucalyptus Ave and approximately 650 feet east of Redlands Blvd

Assessor's Parcel Number(s): 488-330-003 Through -006 and -026

Gross Area:	Net Area:	Proposed # of Lots/Parcels:	Proposed # of Residential Units:

Related Application(s): Specific Plan Name/No. :

CONTACT PERSONS

APPLICANT Name: Ridge Ranch Belago LLC — Telephone: (562) 856-3819

Address: 201 Covina Ave, Suite 8 — Fax No. (562) 856-3520

City: Long Beach — State: CA — Zip: 90803 — E-mail Address: dricelp@gmail.com

Contact Person: Derek Rice

OWNER Name: same as above — Telephone: ( )

Address: — Fax No. ( )

City: — State: — Zip — E-mail Address:

Contact Person:

REPRESENTATIVE Name: Inland Empire Development Services LLC — Telephone: (951) 845-1003 cell 951-315-4930

Address 931 Monarch Court — Fax No. (951) 845-9225

City: Beaumont — State: CA — Zip: 92223 — E-mail Address: gilsarch@msn.com

Contact Person:

APPLICATION CONTINUES ON REVERSE

PROJECT INFORMATION

Existing Zoning and General Plan Designations	
Proposed Zoning and General Plan Designations (if applicable)	
Existing Uses and/or Structures on Site	
Surrounding Uses: North	
South	
East	
West	
Lot Size(s) (Sq. Ft.) (Smallest/Largest)	Graded Area (sq. ft.)
Total Building Size (Sq. Ft.)	Impervious area (sq. ft.)
Setbacks: Front	Flood Zone
Side (interior)	
Side (street side)	
Rear	
Maximum Building Height	
Total No. of Parking Stalls:	
Standard	
Handicapped	

N/A

APPLICATION PROCESSING

Each application must be submitted with the required processing fee and all applicable submittal requirements. Additional information or materials may be needed before an application is accepted as complete. An incomplete application may be closed if it remains inactive for 180 days or more.

OWNER'S SIGNATURE

I, Ridge Ranch Belgo LLC am the owner of the property described in this application and hereby authorize
Print Name

Dennis S. Rice to act on my behalf on matters pertaining to this application.
Applicant/Representative Name

Property Owner's Signature — Date: 5-18-2011

Note: If more than one owner, a separate page must be attached, listing the names and addresses of all persons (if a corporation, list officers and principals) having interest in the property ownership.

APPLICANT'S SIGNATURE

I certify under penalty of perjury that all the foregoing information is true and correct, and recognize that any false or misleading information shall be grounds for denial of this application. I also acknowledge that I am aware of and agree to indemnify the City in any legal proceedings pertaining to this request for discretionary land use approval. Section 9.02.310 of the Moreno Valley Municipal Code.

Applicant's Signature — Date: 5-18-2011

MV00115617

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	CHECK NUMBER		
5-17-11	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

RIDGE RANCHO BELAGO, LLC CTYMORENO CITY OF MORENO VALLEY

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT
5-16-11	51611	APPEAL PROCESS APP FEE	750.00

CHECK DATE	CHECK NUMBER		
5-17-11	1194	TOTAL >	750.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A GOLDREED BACKGROUND ON WHITE PAPER

RIDGE RANCHO BELAGO, LLC
8430 WEST BRYN MAWR AVE
SUITE 400
CHICAGO, IL 60631
773-695-1330

JP MORGAN CHASE BANK, N.A.
CHICAGO, IL 60608

24710

DATE	CHECK NO.	AMOUNT
May 17, 2011	1194	**********$750.00

Pay:**********Seven hundred fifty dollars and no cents

PAY TO THE ORDER OF
CITY OF MORENO VALLEY
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈00001194⑈ ⑆071000136⑆954942 3⑈

MV00115618

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: July 12, 2011

TITLE: A PUBLIC HEARING REGARDING AN APPEAL OF THE PLANNING COMMISSION DENIAL OF A ZONE CHANGE (PA08-0098) FROM BUSINESS PARK (BP) TO LIGHT INDUSTRIAL (LI) FOR A 55 ACRE SITE FOR THE WEST RIDGE COMMERCE CENTER PROJECT. THE PROJECT ALSO INCLUDES A PLOT PLAN (PA08-0097) FOR A 937,260 SQUARE FOOT WAREHOUSE FACILITY; TENTATIVE PARCEL MAP NO. 36207 (PA09-0022) TO CREATE A SINGLE PARCEL; AND A MUNICIPAL CODE AMENDMENT TO PROVIDE A MINIMUM SEPARATION/BUFFERING OF WAREHOUSE/INDUSTRIAL FACILITIES OVER 50,000 SQUARE FEET FROM ADJACENT RESIDENTIAL DISTRICTS. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE PROJECT SITE IS LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF EUCALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD. THE APPLICANT IS RIDGE RANCHO BELAGO, LLC.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for review of an appeal of the Planning Commission denial of Zone Change application PA08-0098, and take one of the following actions:

If the City Council elects to uphold the Planning Commission's denial of Zone Change application PA08-0098:

1. **ADOPT** City Council Resolution No. 2011-76 denying Zone Change application PA08-0098, based on the findings in the Resolution.

OR

If the City Council elects to overturn the Planning Commission decision, and approve the project:

1. **ADOPT** City Council Resolution No. 2011-77 APPROVING AND CERTIFYING that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Attachment 1) has been completed in compliance with the California Environmental Quality Act;

2. **INTRODUCE** Ordinance No. 829 APPROVING Zone Change application PA08-0098 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit A;

3. **INTRODUCE** Ordinance No. 830 APPROVING Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial buildings from adjacent residential zones, based on the findings in the City Council Ordinance;

4. **ADOPT** City Council Resolution No. 2011-78 APPROVING Plot Plan PA08-0097, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A; and

5. **ADOPT** City Council Resolution No. 2011-79 APPROVING Tentative Parcel Map No. 36207 (PA09-0022), based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, on May 12, 2011, denied the proposed Zone Change required to allow the project. The Planning Commission adopted Resolution No. 2011-13 (Attachment 21) on June 9th documenting the denial by a vote of 3-2 with two commissioners absent or abstaining. Individual Planner Commissioners stated concerns with increased truck traffic on Redlands Boulevard, impacts to aesthetics and views from State Route 60, and the lack of a specified tenant for the project.

Appeal

An appeal of the Planning Commission's denial was submitted on May 19, 2011, by the applicant, Ridge Rancho Belago, LLC. The appeal was received within the required 15 day appeal period. The appeal letter has been included as Attachment 22.

The letter listed the following as the reasons for the appeal:

- The project's architecture is consistent with prior approvals for warehouse buildings of similar size;
- Requiring a project to have a signed lease agreement prior to approval of the land use is not a standard practice.
- Redlands Boulevard is currently identified as a truck route in the City's General Plan. The traffic study identified intersection and roadway segments that required mitigation to meet or improve General Plan levels of service requirements and the project has been conditioned to complete/install infrastructure in the immediate vicinity and off-site to mitigate operational impacts to the City's circulation system.

BACKGROUND

West Ridge Commerce Center

The applicant, Ridge Rancho Belago, LLC, submitted five applications for development of the West Ridge Commerce Center Project (Zone Change, Municipal Code Amendment, Plot Plan, Tentative Parcel Map, and Environmental Impact Report), in order to develop a 937,260 square foot warehouse facility on a 55-acre site located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard is presented as a Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was an issue reviewed for the project. Future Eucalyptus Avenue separates the proposed project from residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site.

In order to provide compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone

of 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

The Municipal Code Amendment would add a standard to the Light Industrial zone to require industrial and warehouse structures greater than 50,000 square feet to be separated from any residential district as determined by an air quality and noise impact analysis. The minimum separation distance would be 250 feet between the residential district and the building, truck court or loading area. Attachment 18 provides the proposed Amendment text. The proposed amendment would be effective City-wide.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility on 55 acres. The warehouse facility is a permitted use in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas on the northern and southern elevations and are screened by perimeter concrete tilt-up walls and slopes with a tree row required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide parking lot and setback landscape to include ground cover, shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will include curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, the Draft EIR was prepared by Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the Draft EIR for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required responsible agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. Two letters were received after the end of the review period.

Final Environmental Impact Report

The Draft EIR and Response to Comments constitute the Final EIR. Responses to the comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Final EIR was mailed to all interested parties and responsible agencies on April 28, 2011, in excess of the minimum notice period of 10 days required by CEQA. As was the case with the Draft EIR, the Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of

potential impacts cannot be reduced to a less than significant level. As identified in the document, these impacts are considered to be significant and unavoidable.

Although certain identified impacts cannot be reduced to less than significant levels, CEQA allows the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs. If the decision making body determines that the benefits of a proposed project outweigh its unavoidable adverse environmental effects, it may adopt a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant and do not require mitigation. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

Typically, the Planning Commission would take public testimony on the EIR and project and forward a recommendation to City Council. However, since the Planning Commission voted 3-2 denying approval of the requested Zone Change, effectively denying the project, no review or recommendation on the EIR was required.

Before the proposed project can be acted upon, the City Council must review the final EIR, receive public testimony and either certify or reject the Final EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

The proposed Municipal Code Amendment is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

DISCUSSION

Planning Commission Public Hearing

Prior to the Planning Commission public hearing on May 12, 2011, staff received three emails from the Sierra Club commenting on the project and the related EIR. An email was also submitted by Paul Claxton, along with letters from the South Coast Air Quality Management Board and Johnson & Sedlack (Attachments 23-28). Copies of the referenced correspondence were provided to the Planning Commission.

A public hearing for the project was conducted on May 12, 2011. Following presentation of the staff report, the applicant spoke and answered Commissioner questions related to building architecture, notification efforts by the applicant, and pre-leasing the building prior to approval of the land use.

There were three speakers at this meeting. Concerns raised by the speakers included increased truck traffic on Redlands Boulevard and Ironwood Avenue, too frequent changes to the General Plan Land Use Element, the City's policy for notification of a public hearing, opposition to the Zone Change request, preservation of the rural east end of City, air quality and Commissioner objectivity.

The Planning Commission asked the applicant whether they would agree to change the architecture or guarantee a tenant or buyer. The applicant indicated that securing a tenant or buyer prior to approval of the project was not a possibility. The applicant was not willing to make changes to the architecture and asserted that the proposed architecture meets current City design criteria. Planning staff stated that the proposed architecture is consistent with both the Municipal Code and prior City warehouse approvals.

Following public testimony, the Planning Commissioners discussed the project, and then voted 3-2 to deny the Zone Change, effectively denying the project based on concerns with the project's design and potential impacts. There was no discussion of the Environmental Impact Report and no recommendation action taken on project's environmental documents.

ALTERNATIVES

1. The City Council could deny the project by adopting the denial resolution included as Attachment 2.

2. The City Council could approve the project by adopting the resolutions and ordinances included as Attachments 3 through 7.

3. The City Council could modify the project as presented.

4. The City Council could refer the project back to the Planning Commission with direction.

SUMMARY

This report addresses the appeal of the Planning Commission's May 12, 2011 denial of Zone Change application PA08-0098 to change the zone from Business Park to Light Industrial for a 55 acre site for the West Ridge Commerce Center project. The project also includes applications for Plot Plan PA08-0097 for a 937,260 square foot warehouse facility on 55 acres; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum

separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal. Staff has provided recommended actions that would permit City Council to either uphold the Planning Commission denial or overturn that action and approve the proposed project.

NOTIFICATION

Notice of the appeal of the proposed West Ridge Commerce Center project was provided to all property owners of record within 300' of the properties covered under these applications as well as agencies and interested parties that requested notification of public meetings for this project. The public hearing notice for this project was also posted on the property site and published in the local newspaper.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. City Council Denial Resolution No. 2011-76
3. Environmental Impact Report Resolution No. 2011-77, including Statement of Overriding Considerations and Mitigation Monitoring Program
4. Ordinance No. 829 - Zone Change
5. Ordinance No. 830 - Municipal Code Amendment
6. Resolution No. 2011-78 - Plot Plan PA08-0097
7. Resolution No. 2011-79 - Tentative Tract Map 36207
8 Planning Commission Staff Report excluding exhibits
9. Planning Commission Minutes from May 12, 2011 meeting
10. Environmental Impact Report
11. Site Plan
12. Elevations
13. Color Rendering
14. Cross Sections – Line of Sight
15. Preliminary Landscape Plan
16. Tentative Parcel Map 36207
17. Aerial Photograph
18. Revisions to Municipal Code Chapter 9.05 Industrial Districts
19. Response to SCAQMD comments
20. Response to Tom Hyatt comments
21. Planning Commission Denial Resolution No. 2011-13
22. Appeal letter from Ridge Rancho Belago, LLC dated 05/19/11
23. Sierra Club email dated 05/05/11
24. Sierra Club email dated 05/09/11
25. Sierra Club email dated 05/11/11
26. Johnson & Sedlack comment letter dated 05/12/11
27. South Coast Air Quality Board comment letter dated 05/12/11
28. Email comments from Paul Claxton date 05/11/11

Prepared By:
Jeff Bradshaw
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic Development Director

Concurred By:
John C. Terell, AICP
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Notice of
PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: P08-133 – Environmental Impact Report
PA08-0098 – Zone Change
PA10-0017 – Municipal Code Amendment
PA08-0097 – Plot Plan
PA09-0022 – Tentative Parcel Map No. 36207

APPLICANT: Ridge Rancho Belago, LLO

OWNER: Ridge Rancho Belago, LLC

REPRESENTATIVE: Inland Empire Development Services

LOCATION: South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard

PROPOSAL: A public hearing regarding an appeal of the Planning Commission's May 12, 2011 denial of a Zone Change (PA08-0098) from Business Park (BP) to Light Industrial (LI) for a 55 acre site for the West Ridge Commerce Center project. The project also includes a Plot Plan (PA08-0097) for a 937,260 square foot warehouse facility; Tentative Parcel Map No. 36207 (PA09-0022) to create a single parcel; and a Municipal Code Amendment to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the project.

ENVIRONMENTAL DETERMINATION: Environmental Impact Report

COUNCIL DISTRICT: 3

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday) or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

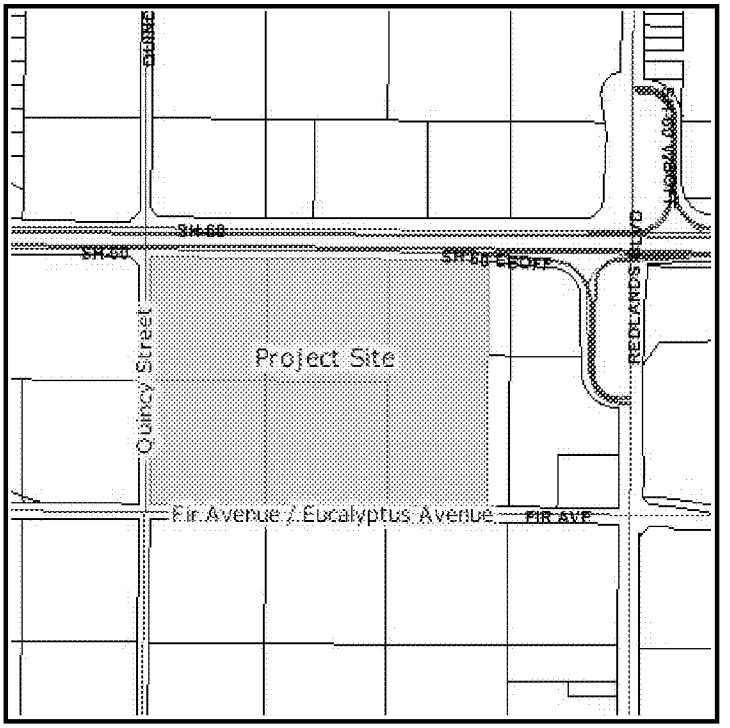

LOCATION N ↑

CITY COUNCIL HEARING

City Council Chamber, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE AND TIME: July 12, 2011 at 6:30 PM

CONTACT PLANNER: Jeff Bradshaw

PHONE: (951) 413-3224

ATTACHMENT 1

RESOLUTION NO. 2011-76

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DENYING A CHANGE OF ZONE (PA08-0098) FROM BP (BUSINESS PARK) TO LI (LIGHT INDUSTRIAL) FOR AN APPROXIMATE 55 ACRE SITE, LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of a change of zone (PA08-0098) from BP (Business Park) to LI (Light Industrial) for an approximately 55 acre site located on the south side of State Route 60, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

WHEREAS, on May 12, 2011, the Planning Commission of the City of Moreno Valley held a meeting to consider the Zone Change application.

WHEREAS, on June 9, 2011, the Planning Commission adopted a resolution by a vote of 3 to 2 to deny the proposed Change in Zone.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider an appeal of the Planning Commission's denial of the Zone Change application.

WHEREAS, the project also includes applications for an Environmental Impact Report (EIR) (P08-133), a Municipal Code Amendment (PA10-0017), a Plot Plan (PA08-0097) and Tentative Parcel Map No. 36207 (PA09-0022). Since the City Council voted to deny the Change of Zone, no action on the related project applications is required, since the applications are moot.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. The Moreno Valley General Plan designates State Route 60 (SR-60) as a local scenic road (Policy 7.7.3). In addition, Figure 5.11-1, "Major Scenic Resources," illustrates that the Project site is located within a view corridor.

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The proposed Change of Zone may not be consistent with the General Plan's policy regarding protection of scenic resources. The proposed project includes a 937,260 square foot warehouse industrial building which exceeds the maximum building area of 50,000 square feet permitted by the current zoning designation of Business Park. Adequately designing a building elevation(s) that is visible along a scenic corridor might prove difficult due to the scale and massing of a single large warehouse building. A business park comprised of smaller buildings (50,000 square feet or less) might afford opportunities for view corridors between the structures.

2. The proposed warehouse industrial buildings would increase the amount of heavy truck traffic on adjacent Redlands Boulevard leading from the project to Highway 60. Potential conflicts may be created with the mixing of heavy trucks and residential and business park traffic. The increase in heavy truck traffic would be incompatible with the lower intensity business park uses and residential uses identified on the General Plan Land Use Element for this area. The proposed warehouse industrial building would be better suited to areas in the City that provide better access to the freeway system through upgraded roadways and freeway interchanges.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, DENYING a Change of Zone (PA08-0098) for an approximate 55 acre site from BP (Business Park) to LI (Light Industrial).

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00115631

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00115632

RESOLUTION NO. 2011-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (P08-133), ADOPTION OF THE FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF THE MITIGATION MONITORING PROGRAM FOR THE WEST RIDGE COMMERCE CENTER PROJECT, GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROUTE 60, ON THE NORTH SIDE OF FIR AVENUE/FUTURE ECUALYPTUS AVENUE AND APPROXIMATELY 650 FEET WEST OF REDLANDS BOULEVARD.

WHEREAS, on July 12, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the Environmental Impact Report and all related environmental documentation for the proposed project, which includes a Plot Plan for a 937,260 square foot distribution warehouse facility on 55 acres. The warehouse building includes 173 dock doors and provides parking for 307 employees/visitors and 175 trailer parking spaces within the enclosed truck court. The project site is currently zoned Business Park which limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial is required to allow the larger building proposed by the project. Tentative Parcel Map No. 36207 proposes to combine the multiple parcels of the project site into a single parcel This project also requires approval of a Municipal Code amendment to Chapter 9.05 Industrial Districts to require a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. The proposed amendment will be effective citywide;

WHEREAS, the project includes applications for a Change of Zone (PA08-0098), Municipal Code Amendment (PA10-0017), a plot plan (PA08-0097) and a tentative parcel map (PA09-0022). All the applications are related but shall not be approved unless the Environmental Impact Report (P08-133) is certified and approved.

WHEREAS, a Draft Environmental Impact Report (DEIR) was initially prepared for this project. Said DEIR was initially circulated for review on October 22, 2010, while the review period ended on December 6, 2010. A Final EIR, (including the Draft EIR and responses to comments), has been completed and is being recommended for certification, prior to the approval of discretionary permits related to the project.

WHEREAS, on April 28, 2011, the City published a notice in the local newspaper (Press Enterprise) and distributed copies of the draft Final EIR with complete responses to comments to the State Clearinghouse, local agencies and other interested parties;

ATTACHMENT 3

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider a Final EIR for this project.

WHEREAS on July 12, 2011, the City Council reviewed in full the Final EIR, the Statement of Overriding Considerations and Mitigation Monitoring Program;

WHEREAS, the draft and final EIR concerning the proposed West Ridge Commerce Center Project were prepared in sufficient detail and duly circulated in compliance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines and the City of Moreno Valley Rules and Procedures to Implement CEQA;

WHEREAS, the Final EIR recommended to the City Council includes all responses to comments thereon;

WHEREAS, the final EIR includes a review of potential impacts associated with the implementation of the West Ridge Commerce Center Project, including, but not limited to aesthetics, air quality, biological resources, cultural resources, hydrology and water quality, land use, noise, transportation/traffic, and utilities/service systems;

WHEREAS, a Mitigation Monitoring Program has been completed to ensure that all of the mitigation measures outlined in the final EIR are implemented, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby resolve as follows:

1. The City Council certifies that the final Environmental Impact Report (EIR) for the West Ridge Commerce Center Project on file with the Community & Economic Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the final EIR and that the final EIR reflects the City's independent judgment and analysis; and

2. The City Council hereby adopts the Findings and Statement of Overriding Considerations regarding the final EIR for the West Ridge Commerce Center Project, attached hereto as Exhibit A; and

3. The City Council hereby approves the Mitigation Monitoring Program for the final EIR for the proposed West Ridge Commerce Center Project, attached hereto as Exhibit B.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects and the Approval of the Westridge Commerce Center Project (State Clearinghouse No. 2009101008)

I. INTRODUCTION

The City Council of Moreno Valley (this "Council"), in certifying the EIR for the Westridge Commerce Center Project and approving Tentative Parcel Map 36207 and a Plot Plan authorizing the construction of up to 937,260 square feet of light industrial/distribution warehouse uses (the "Project"), makes the Findings described below and adopts the Statement of Overriding Considerations presented at the end of the Findings. The Environmental Impact Report ("EIR") was prepared by the City acting as lead agency pursuant to the California Environmental Quality Act ("CEQA"). Hereafter, unless specifically identified, the Notice of Preparation ("NOP"), Notice of Availability & Completion ("NOA/NOC"), Draft EIR ("DEIR"), Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR ("FEIR"), and the Mitigation Monitoring and Reporting Program ("MMRP") will be referred to collectively herein as the "EIR." These Findings are based on the entire record before this Council, including the EIR. This Council adopts the facts and analyses in the EIR, which are summarized below for convenience. The omission of some detail or aspect of the EIR does not mean that it has been rejected by this Council.

II. PROJECT SUMMARY

A. PROJECT DESCRIPTION

1. Site Location

The Project is located in the City of Moreno Valley. The Project site consists of approximately 54.66 acres of vacant and undeveloped land, located southeasterly of the SR-60 interchange with Redlands Boulevard. Specifically, the Project is bounded by SR-60 to the North, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the

EXHIBIT A

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west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east.

Properties to the west of the Westridge Commerce Center Project site, across the Quincy Channel, are currently in agricultural production; however, a development proposal has been submitted to the City for this adjacent site, involving six (6) distribution warehouse facilities totaling approximately 2.25 million square feet on 117 acres, and an EIR is currently being prepared for this project. To the south, across the Fir (future Eucalyptus) Avenue alignment, properties are currently vacant with the exception of one residence located near the southeasterly corner of the Project site. No active development proposals exist for southerly adjacent properties, which have a General Plan Land Use designation of "R2," allowing two dwelling units (DU) per acre. Properties immediately to the east of the Project site are designated for commercial use, though no development proposal is currently on file. Further to the east, across Redlands Boulevard, the Highland Fairview Corporate Park project is currently under construction. At buildout, this Project would involve approximately 2.6 million square feet of warehouse distribution uses and 200,000 square feet of commercial uses on approximately 158 acres located south of SR-60, between Redlands Boulevard and Theodore Street.

2. Project Description

The Project consists of construction and operation of an approximately 937,260 square foot light industrial/distribution warehouse facility, with onsite parking, circulation, and all required infrastructure. The Project site is currently designated for Business Park/Light Industrial uses in the City's General Plan, and its zoning designation is Business Park. The development of the Project requires a change of zone, from Business Park to Light Industrial zoning, to allow for the proposed light industrial/distribution warehouse uses configured in a single structure greater than 50,000 square feet. A Municipal Code text amendment to Section 9.05.020 B is also required by the Project, to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

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3. Actions Covered by the EIR

The EIR will support the following discretionary approvals:

- A zone change from Business Park to Light Industrial;
- Amendment to Municipal Code Section 9.05.020 B [Light Industrial Districts];
- Tentative Parcel Map approval (PM 36207);
- Development Plan Review and Plot Plan approval for the entire Project;
- Construction, grading, and encroachment permit approvals;
- Vacation and/or dedication of public rights-of-way and easements;
- Approval of the Final Water Quality Management Plan (WQMP); and
- Any other City of Moreno Valley approvals that may be necessary pursuant to applicable laws and regulations.

B. PROJECT OBJECTIVES

The Project Objectives include the following:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

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III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City has conducted an extensive review of this Project which included the DEIR, FEIR and supporting technical studies, along with a public review and comment period first during the circulation of the NOP/Initial Study and then through the circulation of the DEIR. The following is a summary of the environmental review of this Project:

- On October 1, 2009 the City circulated a Notice of Preparation ("NOP") and the Initial Study that identified the environmental issues that the City anticipated would be analyzed in the Project's DEIR to the State Clearinghouse, responsible agencies, and other interested parties.
- On October 28, 2009, the City conducted a public scoping meeting to allow members of the public to provide comments and input regarding the scope and content of the DEIR.
- The NOP public review period ran for 30 days, from October 1 to October 30, 2009. Written comments on the NOP were received from 26 different agencies, organizations, and individuals. The scope of the issues identified in the comments expressing concern included potential impacts associated with: aesthetics; agricultural resources; air quality; biological resources; geology and soils (seismic risk); hazardous materials; hydrology/water quality; land use; noise; solid waste generation; traffic and circulation; water supply; alternatives selection; cumulative impacts; growth inducement; and the use of green building standards and solar energy.
- Based on the Initial Study, included in the DEIR in Appendix A, and comments received pursuant to the NOP, it was determined that some issues need not be addressed in depth in the DEIR because previous studies of other analyses provided sufficient information and analysis to conclude that there was little or no potential for significant impacts. These environmental topics included: (1) Agricultural Resources; (2) Geology and Soils; (3) Hazards/Hazardous Materials; (4) Mineral Resources; (5) Population/Housing; (6) Public Services; (7) Recreation; and, (8) Utilities and Service Systems.

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- On October 21, 2010, the NOA/NOC was filed with the Riverside County Recorder and the State Clearinghouse and the DEIR was circulated for the 45 day public review, which ended December 6, 2010.
- The City received a total of six (6) comment letters from public agencies; five (5) from local business or community organizations; and thirteen (13) from individuals. The City prepared specific responses to all comments. The responses to comments are included in Section 3.0 of the FEIR.
- On December 2, 2010, the City held a publicly noticed meeting to provide additional information about the Project and the EIR.
- On April 29, 2011 in accordance with *Public Resources Code* Section 21092.5, the City provided written proposed responses to public agencies that commented on the DEIR.
- On May 12, 2011, the City Planning Commission conducted a public hearing to consider the Project. After public testimony presented at the hearing, the Planning Commission denied the requested Zone Change for the Project, effectively denying the Project.
- On May 19, 2011, an appeal letter and application were submitted to the City by the applicant, Ridge Rancho Belago, LLC, appealing the Planning Commission's denial of the Project to the City Council.
- On June 30, 2011, Notice of the City Council hearing to consider the Project was provided in the following newspaper(s) of general and/or regional circulation: Press Enterprise.
- On July 12, 2011, this Council approved a continuance to August 23, 2011.
- On August 23, 2011, this Council held a public hearing to consider the Project and staff recommendations. The City, after considering written comments and oral testimony on the EIR, determined that no new information was presented that would require recirculation of the EIR. Following public testimony, submission of additional written comments, and staff recommendations, this Council certified the EIR, adopted these Facts, Findings and the Statement of Overriding

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Considerations, and the further recommendations in the Staff Report, and approved the Project, including the requested change of zone, Municipal Code Amendment, and PM 36207 (collectively the "Approvals").

IV. INDEPENDENT JUDGMENT FINDING

The Applicant retained the independent consulting firm of Applied Planning, Inc. ("Applied Planning") to prepare the EIR for the Project. Applied Planning has prepared the EIR under the supervision, direction and review of the City with the assistance of an independent peer review (Willdan Associates). The City of Moreno Valley is the Lead Agency for the preparation of the EIR, as defined by CEQA CPRC Section 21067 as amended. The City Council has received and reviewed the EIR prior to certifying the EIR and prior to making any decision to approve or disapprove the Project.

Finding: The EIR for the Project reflects the City's independent judgment. The City has exercised independent judgment in accordance with *Public Resources Code* Section 21082.1(c)(3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

A. GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose.

Finding: Unless specifically stated to the contrary in these findings, it is this Council's intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures

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recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

V. ENVIRONMENTAL IMPACTS AND FINDINGS

City staff reports, the EIR, written and oral testimony at public meetings or hearings, these facts, findings and statement of overriding considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 4.0 and 5.0 of the DEIR and Section 4.0 of the FEIR. Responses to comments on the DEIR, along with copies of the comments, are provided in Chapter 3.0 of the FEIR.

The EIR evaluated nine major environmental categories for potential impacts including Aesthetics, Air Quality, Biological Resources, Cultural Resources, Hydrology and Water Quality, Land Use, Noise, Traffic and Circulation and Water Supply. Both Project-specific and cumulative impacts were evaluated. Of these nine major environmental categories, this Council concurs with the conclusions in the EIR that the issues and sub issues discussed in Sections V.A and V. B below either are less-than-significant without mitigation or can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section V.C, overriding considerations exist which make these potential impacts acceptable to this Council.

A. LESS-THAN-SIGNIFICANT ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The Moreno Valley City Council hereby finds that the following potential environmental impacts of the Project are less-than-significant and therefore do not require the imposition of mitigation measures.

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1. Land Use

a. General Plan Consistency

Potential Significant Impact: Whether the Project is consistent with applicable provisions of the City's General Plan.

Findings: Potential impacts of the Project related to consistency with the General Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to General Plan consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's General Plan Land Use designation is "Business Park/Light Industrial." The warehouse and distribution uses proposed by the Project are permitted or conditionally permitted by, and therefore are considered to be consistent with, applicable General Plan Land Use Plans and Policies. (DEIR, pg. 4.1-17) Accordingly, impacts associated with General Plan consistency would be less-than-significant and no mitigation is required.

b. Zoning Consistency

Potential Significant Impact: Whether the Project would conflict with the applicable zoning.

Findings: Potential impacts of the Project related to consistency with zoning are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to zoning consistency will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site's existing zoning designation of Business Park (BP) does not allow for development of distribution warehouse uses within single structures of more than 50,000 square feet, as proposed by the Project. As such, a zone change from BP to Light Industrial (LI) is requested in order to accommodate the Project. The proposed LI zoning designation is consistent with the site's underlying General Plan Land Use designation of Business Park/Light Industrial. In order to ensure compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses, a Municipal Code Amendment is also proposed that would require a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as

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required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. (DEIR, pgs. 4.1-20 to 4.1-24) Accordingly, with approval of the Project's requested zone change and Municipal Code Amendment, impacts associated with zoning consistency would be less-than-significant and no mitigation is required.

c. Consistency with SCAG Plans and Policies

Potential Significant Impact: Whether the Project would conflict with any applicable Southern California Association of Governments (SCAG) plan or policy.

Findings: Potential impacts of the Project related to consistency with the applicable SCAG plans and policies are discussed in detail in Section 4.1 of the Draft EIR. Based on the entire record before us, this Council finds that no significant impacts related to inconsistency with SCAG's regional plans or policies areas will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a SCAG member agency, and is subject to applicable Policies of SCAG's regional plans. The DEIR assessed the Project and found it to be consistent with applicable SCAG Policies on Growth Management, Air Quality, Open Space and Conservation, and Water Quality, Regional Transportation. The Project was also found to be consistent with SCAG's Regional Transportation Plan and Compass Growth Visioning Principles. (DEIR, pgs. 4.1-24 to 4.1-30) Accordingly, any impact associated with SCAG plan or policy consistency would be less-than-significant and no mitigation is required.

d. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with applicable Habitat Conservation Plans or other natural community conservation plans.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

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Facts in Support of the Findings: The Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and the Stephens' Kangaroo Rat Habitat Conservation Plan. The Project complies with all applicable provisions of the MSHCP. The Project site is not within an MSHCP Criteria Cell, nor is the site within 1,000 feet of an identified Criteria Cell. No MSHCP conservation areas or habitat linkages occur onsite. (DEIR, pg. 4.1-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required.

Prior to the implementation of the MSHCP, Riverside County adopted a separate HCP for the Stephens' kangaroo rat (SKR, Dipodomys stephensi), which are federally listed as endangered and state listed as threatened. As with the MSHCP, participants of the SKR HCP can incorporate projects into the incidental "take" permit for SKR if the project complies with the requirements of the SKR HCP implementing agreement. Payment of the mitigation fees and compliance with the SKR HCP requirements provides full mitigation under CEQA for impacts to SKR. (DEIR, pg. 4.8-14)

e. Potential to Divide an Established Community

Potential Significant Impact: Whether the Project would physically divide an established community.

Findings: Potential impacts of the Project related to the potential division of an established community are discussed in detail in Section 4.1 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the physical division of an established community will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is located within, and continues the business park/light industrial land uses that exist or are proposed along the City's southerly SR-60 frontage, consistent with land use and development patterns reflected in the Moreno Valley General Plan Land Use Map. Adjacent parcels to the east and south are currently vacant, with the exception of a single family residence to the south of Fir (future Eucalyptus) Avenue near the Project site's southeasterly corner. Parcels adjacent to this residence are designated for Rural Residential (RA-2) uses. However, with the exception of the single existing residence south of Fir (future Eucalyptus) Avenue, this adjacent, residentially designated area is not yet

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developed, and as such, does not constitute an "established community." Implementation of the Project will realize light industrial/warehouse distribution uses that are compatible with, and similar to, anticipated development to the east and west of the Project as part of the approved Highland Fairview Corporate Park project, and the proposed ProLogis project. (DEIR, pgs. 4.1-32 to 4.1-33) Accordingly, any impacts related to the division of an established community would be less-than-significant and no mitigation is required.

f. Cumulative Impacts Related to Land Use

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to land use.

Findings: Potential cumulative impacts of the Project related to land use are discussed in detail in Section 5.1.1.1 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to land use will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. While it is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area, the proposed land use is consistent with the City's General Plan Land Use Element. The Project is also consistent with SCAG's regional plans and policies and the Western Riverside County MSHCP. With approval of the requested zone change (from Business Park to Light Industrial) and Municipal Code Amendment, in addition to approval of the discretionary actions identified in Section II (A)(3) of these Findings, the Project's contributions to potential cumulative land use impacts related to General Plan, Zoning, and Regional Plan consistency are less-than-significant. There are no known or probable off-site development proposals that would not, or could not, comply with applicable General Plan provisions; or that would otherwise adversely compound land use approvals requested by the Project, and so be determined to be cumulatively significant. It is assumed that other development projects within the cumulative impact area will also request appropriate discretionary land use approval where necessary, thereby reducing potential cumulative impacts. (DEIR, pgs. 5-5 to 5-7) Accordingly, any impacts to land use would not be cumulatively considerable and no mitigation is required.

MV00115647

2. Traffic and Circulation

a. Increase in Roadway Hazards

Potential Significant Impact: Whether the Project would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Findings: Potential impacts of the Project related to increased roadway hazards are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to increased hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: To ensure appropriate design and implementation of all Project access improvements, the final design of the Project site plan, to include locations and design of proposed driveways, shall be reviewed and approved by the City Traffic Engineer. Efficient and safe operations of the Project are provided by on-site and localized circulation and intersection improvements included as components of the Project. The safety of bicyclists and pedestrians shall be taken into consideration during the final design of future intersections within the vicinity of the Project. Additionally, sight distance at each Project access point shall be reviewed with respect to standard Caltrans/City of Moreno Valley sight distance standards at the time of preparation of final grading, landscape and street improvement plans. Temporary and short-term traffic detours and traffic disruption that may result during Project construction is adequately addressed through the submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours. Implementation of the approved construction area traffic management plan and resulting construction traffic control measures reduces potential circulation system impacts during construction to levels that are less-than-significant. (DEIR, pgs. 4.2-84 to 4.2-85) Therefore, no mitigation is required.

MV00115648

b. Emergency Access

Potential Significant Impact: Whether the Project would result in inadequate emergency access or access to nearby uses.

Findings: Potential impacts of the Project related to emergency access are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to emergency access will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Implementation of the construction area traffic management plan/construction traffic control measures will assure adequate emergency access during the construction of the Project. Adequate emergency access will be provided upon completion of the Project improvements and mitigation measures. Prior to buildout of the local roadway system, which will ultimately include a bridge over the Quincy Channel, analysis included in the DEIR indicates that emergency vehicles serving the Project vicinity will be able to meet or exceed Moreno Valley Fire Protection Agency objectives for a five-minute response time using any of three alternate routes. Additionally, buildout of the local roadway system will improve overall emergency response to the area. (DEIR, pgs. 4.2-86 to 4.2-88) Accordingly, any impacts related to emergency access would be less-than-significant and no mitigation is required.

c. Alternative Transportation

Potential Significant Impact: Whether the Project would conflict with adopted policies supporting alternative transportation.

Findings: Potential impacts of the Project related to alternative transportation are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to alternative transportation will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Riverside Transit Agency (RTA) currently provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. City staff has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project. However, the Project does not propose elements or aspects that would interfere or conflict with

MV00115649

the future provision of transit services. The Project will provide pedestrian and bikeway facilities consistent with City Municipal Code requirements to be identified in the Project Conditions of Approval, thereby reducing potential impacts below significance thresholds. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pg. 4.2-89) Therefore, no mitigation is required.

d. Air Traffic Patterns

Potential Significant Impact: Whether the Project would increase or otherwise affect existing air traffic patterns.

Findings: Potential impacts of the Project related to air traffic patterns are discussed in detail in Section 4.2 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any change in air traffic patterns will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an Airport Area of Influence or Airport Land Use Plan (ALUP). The March Inland Port/March Air Reserve Base is the airport located nearest the Project site, approximately five miles to the southwest. The Project does not propose elements that would affect, or be affected by, air traffic facilities. Accordingly, the potential for the Project to conflict with policies supporting alternative transportation is determined to be less-than-significant. (DEIR, pgs. 4.2-89 to 4.2-90) Therefore, no mitigation is required.

3. <u>Air Quality</u>

a. Air Quality Management Plan Consistency

Potential Significant Impact: Whether the Project would conflict with or obstruct implementation of the applicable air quality plan.

Findings: Potential impacts of the Project related to the applicable air quality plan are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable air quality plan and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project is consistent with, and will not impede or otherwise conflict with implementation of the Air Quality Management Plan ("AQMP"). The

MV00115650

Project is consistent with AQMP Consistency Criterion No. 1 because it will not cause a potential increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP. (DEIR, pgs. 4.3-51 to 4.3-52) The Project will not exceed the California Ambient Air Quality Standards ("CAAQS") for localized criteria pollutants during construction operations. While operational emissions will be generated in excess of SCAQMD's regional threshold criteria, these emissions are already accounted for in the AQMP since the Project is consistent with the land uses and development intensities reflected in the City General Plan and incorporated in the adopted AQMP. Consistent with intent and provisions of the AQMP, the Project will implement all feasible mitigation, and comply with all applicable SCAQMD rules developed to reduce air pollutant emissions. The Project is also consistent with AQMP Consistency Criterion No. 2 because the extent of air pollutant emissions generated by the Project would be no greater than is reflected in the current General Plan and incorporated in the adopted AQMP. Because the Project is consistent with the General Plan Land Use designation of Business Park/Light Industrial, it does not exceed growth projections contained in the City's General Plan, and is consistent with growth assumptions in the AQMP. (DEIR, pgs. 4.3-52 to 4.3-53) Accordingly, impacts related to consistency with the applicable air quality plan will be less-than-significant and no mitigation is required.

b. Objectionable Odors

Potential Significant Impact: Whether the Project would create objectionable odors affecting a substantial number of people.

Findings: Potential impacts of the Project related to objectionable odors are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts due to objectionable odors and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose land uses typically associated with emitting objectionable odors. Potential odors during Project construction may result from heavy equipment exhaust and the application of asphalt and architectural coatings. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon

MV00115651

completion of the respective phase of construction and is thus considered less-than-significant. Project-related operational odor sources such as vehicle exhaust and routine painting/ maintenance activities are typical of industrial/commercial activities and would be localized to the immediate Project vicinity, with little or no off-site effects. (DEIR, pg. 4.3-88) Accordingly, impacts related to objectionable odors will be less-than-significant and no mitigation is required.

c. Greenhouse Gas Emissions

2. Potential Significant Impact: Whether the Project would directly or indirectly generate greenhouse gas emissions that may have a significant impact on the environment.

3. Findings: Potential impacts of the Project related to greenhouse gas emissions are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to the direct or indirect creation of greenhouse gas emissions and, therefore, no mitigation is required. Nonetheless, in order to reduce Project-related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, the following Mitigation Measures 4.3.11 through 4.3.13 will be implemented through the MMRP.

4.3.11 *Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.*

- *Increase in insulation such that heat transfer and thermal bridging is minimized;*
- *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*
- *Incorporate dual-paned or other energy efficient windows;*

MV00115652

- *Incorporate energy efficient space heating and cooling equipment;*
- *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;*
- *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.*
- *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.*
- *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*

4.3.12 *The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.*

4.3.13 *GHG emissions reductions measures shall also include the following:*

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan*

MV00115653

approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;

- *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.*
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*
- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*
    - *Implementation of compressed workweek schedules;*
    - *SmartWay partnership;*

MV00115654

- *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*
- *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*
- *Use of fleet vehicles conforming to 2010 air quality standards or better.*
- *Installation of catalytic converters on gasoline-powered equipment.*
- *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;*
- *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;*
- *Provision of preferential parking for EV and CNG vehicles;*
- *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;*
- *Use of electric (instead of diesel or gasoline-powered) yard trucks; and*
- *Use of SmartWay 1.25 rated trucks.*

Facts in Support of the Findings: As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the DEIR's analysis demonstrates that the Project will not exceed the proposed quantitative thresholds of CARB or the SCAQMD. Accordingly, Project greenhouse gas emissions impacts are considered less-than-significant. (DEIR, pgs. 4.3-88 to 4.3-94)

MV00115655

a. Greenhouse Gas Emission Reduction Plan Consistency

Potential Significant Impact: Whether the Project would conflict with any applicable plan, policy or regulation adopted for the purposes of reducing the emissions of greenhouse gases.

Findings: Potential impacts of the Project related to consistency with greenhouse gas emission reduction plans are discussed in detail in Section 4.3 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to inconsistencies with the applicable greenhouse gas emissions reduction plans and, therefore, no mitigation is required.

Facts in Support of the Findings: In the absence of approved guidelines or thresholds, the Project's consistency with the State's goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change Scoping Plan. As documented in the DEIR, the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. Additionally, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures. (DEIR, pgs. 4.3-94 to 4.3-110) Accordingly, impacts related to consistency with applicable greenhouse gas emissions reduction plans will be less-than-significant and no mitigation is required.

4. Noise

a. Ground-Borne Vibration/Ground-Bourne Noise

Potential Significant Impact: Whether the Project would result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels.

Findings: Potential impacts of the Project relating groundborne vibration and groundborne noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to ground-borne vibration and groundborne noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. (DEIR, pg. 4.4-28) Although

MV00115656

heavy equipment employed during Project construction could potentially generate groundborne vibration resulting in annoyance at area residential land uses, the only sensitive receptor close enough to the Project site to experience disturbance is the single residence located at 28855 Fir Avenue. Vibration-producing activities at this location are unlikely to be sustained during the entire construction period, but will occur rather only during the times that heavy construction equipment in the vicinity of this residence at the Project site perimeter. (DEIR, pgs. 4.4-27 to 4.4-28) Accordingly, potential groundborne vibration impacts due to Project construction or operations are less-than-significant and no mitigation is required.

b. Aircraft Noise

Potential Significant Impact: Whether the Project would result in significant impacts related to aircraft noise.

Findings: Potential impacts of the Project related to aircraft noise are discussed in detail in Section 4.4 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to aircraft noise will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within an airport land use plan or within two miles of a public airport, public use airport, or private airstrip. While occasional aircraft overflight noise from regional air facilities is expected to occur, the Project would not expose people residing or working in the Project area to excessive noise levels from aircraft operations. (DEIR, pg. 4.4-28) Accordingly, impacts related to aircraft noise will be less-than-significant and no mitigation is required.

5. Water Supply

a. Effect on Groundwater Supplies

Potential Significant Impact: Whether the Project would substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

Findings: Potential impacts of the Project in regard to groundwater supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required.

MV00115657

Facts in Support of the Findings: The Project does not propose nor require direct ground water withdrawals. Water to be provided to the Project will be supplied from imported water through MWD, with no impact to groundwater supplies. As such, the Project would not substantially deplete groundwater supplies. Nor will the Project substantially interfere with groundwater recharge capabilities. No designated groundwater recharge facilities exist within or proximate to the Project site, nor does the Project propose elements or operations that would directly or indirectly affect any designated groundwater recharge facilities. The Project will establish open space areas and landscaping allowing for potential capture, retention and infiltration of storm waters to the groundwater table. Accordingly, Project-related impacts relative to groundwater supply and recharge are less-than-significant. (DEIR, pgs. 4.5-26 to 4.5-27) Therefore, no mitigation is required.

b. Require New Water Supplies

Potential Significant Impact: Whether the Project would require new or expanded water supplies.

Findings: Potential impacts of the Project in regard to water supply are discussed in detail in Section 4.5 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to groundwater supply will occur as a result of development of the Project and, therefore, no mitigation is required. Nonetheless, in order to further reduce the Project's overall water use, ensure ongoing availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project Water Supply Assessment (WSA), the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measure 4.5.1 through 4.5.4. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.

4.5.1 *Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.*

MV00115658

4.5.2 *The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.*

4.5.3 *The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.*

4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.*

Facts in Support of the Findings: As required under SB 610/221, a WSA has been prepared for the Project. The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, Eastern has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. With the implementation of these conditions, incorporated in the DEIR as Mitigation Measures 4.5.1 through 4.5.4, Project-related impacts relative to water supply are less-than-significant. (DEIR, pgs. 4.5-27 to 4.5-29)

c. Cumulative Impacts Related to Water Supply

Potential Significant Impact: Whether the Project would result in cumulatively considerable impacts related to water supply.

MV00115659

Findings: Potential cumulative impacts of the Project related to water supply are discussed in detail in Section 5.1.1.5 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to water supply will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential cumulative or areawide impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. It is assumed that other development projects within the cumulative impact area will also be realized consistent with development anticipated by the adopted Urban Water Management Plan (UWMP), and, like the Project, be required to pay connection and use fees providing for improvement and maintenance of serving water systems, thereby reducing potential cumulative impacts. Based on the preceding discussion, the Project's potential contribution to cumulative impacts in regard to water supply is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-17) Therefore, no mitigation is required.

6. <u>Hydrology and Water Quality</u>

a. Violate Water Quality Standards

Potential Significant Impact: Whether the Project would violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality.

Findings: Potential impacts of the Project related to water quality are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to any exceedance of water quality or waste discharge standards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Potential erosion and siltation impacts related to Project construction will be addressed through the preparation and implementation of a City-approved Storm Water Pollution Prevention Plan (SWPPP), which is required to identify sources of sediments and other pollutants that could affect the quality of storm water discharge, and associated Best Management Practices (BMPs) such as the installation of filter fabric fences, sandbars, and checkdams to reduce pollutants within storm water discharge consistent with City,

MV00115660

County, and Regional Water Quality Control Board (RWQCB) performance standards. To prevent or reduce the effects of urban runoff that could result from long-term Project operations, a Project-specific Water Quality Management Plan (WQMP) will be implemented consistent with the requirements of Riverside County's National Pollutant Discharge Elimination System (NPDES) permit. The Project WQMP will incorporate selected BMPs approved by the City, the Riverside County Flood Control and Water Conservation District, and the Santa Ana RWQCB to establish a program and means to prevent or minimize potential storm water pollutant discharges over the life of the Project. As such, the potential for the Project to violate any water quality standards or waste discharge requirements; result in erosion or siltation on- or off-site; or otherwise substantially degrade water quality is determined to be less-than-significant. (DEIR, pgs. 4.6-16 to 4.6-22) Accordingly, no mitigation is required.

b. Flooding on- or off-site

Potential Significant Impact: Whether the Project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems; or provide substantial additional sources of polluted runoff.

Findings: Potential impacts of the Project relating flooding and stormwater management are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flooding or excess runoff will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project's drainage facilities will maintain existing drainage patterns (trending from northwest to southeast) will be maintained, and no stormwater runoff from the Project site will be directed to the Quincy Channel. Project storm water management improvements will be implemented to accommodate existing off-site flows in combination with increased onsite storm water discharge rates/volumes, and to address Project-related urban storm water pollutants. These include construction of a concrete cut-off wall protection barrier along the westerly edge of the Project area, to be located and designed so as not to impact any Delineated Jurisdictional Areas along the eastern bank of Quincy Channel,

MV00115661

and to help prevent any further erosion caused by migrating flows from the Quincy culvert crossing the SR-60 freeway. Along the south side of the Project, within the Fir (future Eucalyptus) Avenue right-of-way, drainage facilities will be installed consistent with Riverside County's Moreno Area Drainage Plan (ADP) line D-3. Along the east side of the property, the existing 60-inch culvert will remain in place to convey the runoff from north of the freeway to the existing drainage ditch on the west side of Redlands Boulevard. (DEIR, pgs. 4.6-23 to 4.6-25)

On-site, a series of underground pipes has been designed to collect the runoff from around the proposed facility. The underground pipes will be routed to the proposed bio-retention basins and detention basin at the south side of the facility. These basins would reduce storm water discharge from the site to levels equivalent to pre-development conditions, thereby precluding incremental impacts to receiving storm drain facilities. The on-site detention basin system will be designed to detain the differential runoff created due to the development of the site for the 2, 5, 10 and 100 year; 1, 3, 6 and 24 hour storm events. The detention basins will be equipped with an overflow structure that will release runoff into the public storm drain facility (Line D-3) and will ultimately drain to the drainage ditch along the west side of Redlands Boulevard.

Prior to issuance of grading permits, detailed final grading and drainage plans will be reviewed and approved by the City, in compliance with City, County, and SARWQCB requirements. Implementation of approved Project drainage improvements ensures that the Project would appropriately convey storm water runoff without adversely affecting upstream or downstream drainage characteristics. Further, pursuant to the Project SWPPP and WQMP (which, as discussed previously, are designed to minimize potential hydrologic and water quality impacts), Project-generated storm water runoff would not constitute a substantial pollutant source. (DEIR, pgs. 4.6-24 to 4.6-25) Accordingly, the Project would not substantially alter existing drainage patterns and has been developed in a manner that will assure that future runoff does not create any flooding issues, or otherwise exceed the capacity of stormwater drainage systems. Accordingly, any impacts related to flooding and stormwater management would be less-than-significant and no mitigation is required.

MV00115662

c. Place Structures or Housing within a 100-Year Floodplain

Potential Significant Impact: Whether the Project would place housing or structures that would impede or redirect flood flows within a 100-year flood hazard area.

Findings: Potential impacts of the Project related to hydrology and flooding are discussed in detail in Section 4.6 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the placement of structures or housing within a 100-year floodplain will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a 100-year flood hazard area, nor is the Project site located within a Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 100-year floodplain. Further, the Project does not propose the construction of housing. Implementation of new drainage facilities will ensure adequate flood carrying capacity for storm drainage generated on-site, as well as existing runoff entering the Project site from adjacent properties. As such, the potential for the Project to place housing or structures within a 100-year flood hazard area which would impede or redirect flood flows is less-than-significant. (DEIR, pg. 4.6-27) Accordingly, no mitigation is required.

d. Other Flood Hazards

Potential Significant Impact: Whether the Project would expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or inundation by seiche, tsunami, or mudflow.

Findings: Potential impacts of the Project related to flood hazards discussed in detail in Section II-E of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to flood hazards will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The Project site is not located within a dam inundation area, nor does the Project site lie within a General Plan-designated 100-year flood hazard area or FIRM 100-year floodplain area. Notwithstanding, in order to preclude potential flood damage, the Project will be designed to provide protection of the proposed buildings and Project employees for the 100-year flood event by ensuring that the finished floor is set a minimum of one foot above the 100-year on-site flood elevation. Further, the proposed Project site is not

MV00115663

located within the vicinity of a hazardous coastal area, large water body, or unstable hills or slope. As such, the Project would not expose people to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam; or by inundation from a seiche, tsunami, or mudflow. (DEIR, pg. 4.6-28) Accordingly, no mitigation is required.

e. Cumulative Impacts Related to Hydrology and Water Quality

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts related to hydrology and water quality.

Findings: Potential cumulative impacts of the Project related to hydrology and water quality are discussed in detail in Section 5.1.1.6 of the DEIR. Based on the entire record before us, this Council finds that no significant cumulative impacts related to hydrology and water quality will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area within the jurisdiction of the Santa Ana RWQCB. In accordance with NPDES requirements, the Project proponent will be required to prepare a construction activities erosion control plan to alleviate potential sedimentation and construction storm water discharge contamination impacts of the Project. The Project incorporates storm water management components, including drainage facilities and BMPs, which collectively act to ensure that post-development storm water discharge rates and volumes do not exceed pre-development conditions. Moreover, the Project's proposed storm water management systems will be designed, constructed and maintained so as to ensure compliance with City, RCFCWQCD, and RWQCB storm water quality requirements. In these regards, prior to issuance of building permits, all proposed storm water management components are subject to review and approval by the City, RCFCWQCD, and RWQCB. Ancillary facilities will also be subject to reviewed and approved by Caltrans. Storm water management components to be implemented by the Project, in combination with mandated compliance with State, RWQCB, and City storm water management requirements ensures that adequate storm water conveyance and treatment facilities will be provided to support development and operations of the Project. (DEIR, pgs. 5-18 to 5-19) Accordingly, the Project's potential contribution to cumulative

MV00115664

hydrology and water quality impacts would not be considerable, and the cumulative effects of the Project are less-than-significant.

7. Cultural Resources

a. Disturbance of Human Remains

Potential Significant Impact: Whether the Project would disturb any human remains, including those interred outside of formal cemeteries.

Findings: Potential impacts of the Project related to the potential disturbance of human remains are discussed in detail in Section 4.7 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to the disturbance of human remains will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The likelihood of encountering human remains in the course of Project development is remote; however, as required by California Health and Safety Code Section 7050.5, should human remains be found, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are found to be prehistoric, the coroner would coordinate with the California Native American Heritage Commission as required by State law. Based on compliance with these existing regulations, the Project's potential to adversely disturb human remains is considered unlikely. (DEIR, pg. 4.7-14) Accordingly, any impacts associated with the disturbance of human remains would be less-than-significant and no mitigation is required.

b. Cumulative Impacts Related to Cultural Resources

Potential Significant Impact: Whether the Project would result in cumulative considerable impacts to cultural resources.

Findings: Potential cumulative impacts of the Project on cultural resources are discussed in detail in Section 5.1.1.7 of the DEIR. Based on the entire record before us, this Council finds that no cumulatively significant impacts related to cultural resources will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The cumulative impact area for prehistoric, archaeological, and historic resources generally includes the Perris Plain/Perris Valley area (including the Cities

MV00115665

of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within this area would be site-specific. In the event that potentially significant resources are encountered at any development sites within the cumulative impact area, specific mitigation measures would be applied before construction activities could proceed. There are no known or probable potentially significant off-site development proposals that would interact with, or compound Project-related cultural resources impacts, that could be determined to be cumulatively significant. To the extent that each development proposal within the cumulative impact area provides appropriate mitigation during landform modification activities, cumulative impacts to cultural resources are reduced below significance thresholds. Based on the preceding, the Project's potential contribution to cumulative cultural resources impacts is not considerable, and the cumulative effects of the Project are less-than-significant. (DEIR, pg. 5-19) Therefore, no mitigation is required.

8. Biological Resources

a. Federally Protected Wetlands

Potential Significant Impact: Whether the Project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act.

Findings: Potential impacts of the Project related to federally protected wetlands are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to federally protected wetlands and, therefore, no mitigation is required.

Facts in Support of the Findings: No federally protected wetlands, as defined by Section 404 of the Clean Water Act, exist in the Project area. The Quincy Channel, an ephemeral drainage that runs along the western edge of the Project site, and an existing off-site drainage channel on the west side of Redlands Boulevard contain Army Corps of Engineers (Corps) and California Department of Fish and Game (CDFG) jurisdictional areas, but these channels do not contain federally protected wetlands, as defined by Section 404 of the Clean Water Act. Nor does the Project propose uses or facilities that would otherwise substantively and adversely affect Section 404 federally protected wetlands. Accordingly, potential impacts would be less-than-significant. (DEIR, pg. 4.8-29) Therefore, no mitigation is required.

MV00115666

b. Wildlife Movement, Migration, and Nursery Sites

Potential Significant Impact: Whether the Project would interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Findings: Potential impacts of the Project related to wildlife movement, migration, and nursery sites are discussed in detail in Section 4.8 the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to wildlife movement, migration, and nursery sites and, therefore, no mitigation is required.

Facts in Support of the Findings: During preparation of the MSHCP, wildlife corridors and habitat linkages throughout western Riverside County were analyzed extensively. No MSHCP wildlife habitat linkages or movement corridors were identified at the Project site. Nor does the Project propose facilities or activities that would substantively and adversely affect any offsite designated wildlife habitat linkage or movement corridor. On this basis, the potential for the Project to interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites, is determined to be less-than-significant. (DEIR, pgs. 4.8-29 to 4.8-30) Therefore, no mitigation is required.

c. Local Policies or Ordinances Protecting Biological Resources

Potential Significant Impact: Whether the Project would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

Findings: Potential impacts of the Project related to local policies or ordinances protecting biological resources are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that development of the Project will not result in significant impacts related to local policies or ordinances protecting biological resources and, therefore, no mitigation is required.

Facts in Support of the Findings: No local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, have been identified as applicable to the Project. (DEIR, pg. 4.8-30) Accordingly, impacts related to local policies or ordinances protecting biological resources will be less-than-significant and no mitigation is required.

MV00115667

f. Consistency with Applicable Habitat Conservation Plans

Potential Significant Impact: Whether the Project would conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Findings: Potential impacts of the Project related to consistency with the applicable Habitat Conservation Plan are discussed in detail in Section 4.8 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to consistency with applicable Habitat Conservation Plan policies will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: The City of Moreno Valley is a participating agency in the Western Riverside County Multiple-Species Habitat Conservation Plan (MSHCP). As such, only projects consistent with the MSHCP will be developed within the City. The Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project "is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009." These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. As such, the Project is in compliance with the MSHCP. (DEIR, pg. 4.8-31) Accordingly, any impacts related to consistency with the MSHCP would be less-than-significant and no mitigation is required. This species has not been recorded within the Project area in the past and is presumed absent from the site. Additionally, the Project is consistent with the Habitat Conservation Plan for the Stephens' Kangaroo Rat, which allows for incidental take of Stephens' Kangaroo Rat for projects located within the plan area. With payment of the appropriate mitigation fee, which the City requires as a standard procedure during the processing of development applications, any potential impacts to Stephens' kangaroo rat would be less-than-significant.

d. Cumulative Impacts Related to Biological Resources

Potential Significant Impact: Whether the Project would result in cumulatively significant impacts to biological resources.

Findings: Potential cumulative impacts of the Project related to biological resources are discussed in detail in Section 5.1.1.8 of the DEIR. Based on the entire record before us, this

MV00115668

Council finds that no cumulatively significant impacts related to biological resources will occur as a result of development of the Project.

Facts in Support of the Findings: Implementation of mitigation measures proposed in the MMRP would reduce potential impacts to biological resources to levels that are less-than-significant. In this regard, mitigation of Project-specific biological resources impacts will also reduce the Project's potential incremental contributions to cumulative biological resources impacts within the region such that no additional mitigation for cumulative biological resources impacts is required. To the extent that each development proposal within the cumulative impact area(s) provides appropriate mitigation, cumulative impacts to biological resources are reduced to levels that are less-than-significant. Pursuant to the provisions of CEQA, each development project within the cumulative impact area that requires a discretionary action by a public agency will be assessed for its potential impacts on biological resources. Appropriate biological resources mitigation will also be required of other projects within the cumulative impact area(s). In this regard, it is noted that because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in the DEIR. With the application of the mitigation measures identified in the MMRP, the Project's potential contribution to cumulative impacts in regard to biological resources is not considerable, and the cumulative effects of the Project are determined to be less-than-significant. (DEIR, pgs. 5-20 to 5-23) Accordingly, no mitigation is required.

9. Aesthetics

a. Scenic Resources

Potential Significant Impact: Whether the Project would substantially damage scenic resources, including, but not limited to, trees, rock outcroppings and historic buildings within a State scenic highway.

Findings: Potential impacts of the Project related to scenic resources are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to scenic resources will occur as a result of development of the Project and, therefore, no mitigation is required.

MV00115669

Facts in Support of the Findings: The Project site is comprised of vacant disturbed property and does not contain designated scenic resources. No rock outcroppings or historic buildings are located onsite. Although the City's General Plan designates SR-60 as a local scenic road, this highway is not included in the California Department of Transportation's list of Officially Designated Scenic Highways. The Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements. (DEIR, pg. 4.8-19) Accordingly, impacts to scenic resources would be less-than-significant and no mitigation is required.

b. Visual Character

Potential Significant Impact: Whether the Project would substantially degrade the existing visual character or quality of the site and its surroundings.

Findings: Potential impacts of the Project related to visual character are discussed in detail in Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to visual character will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Determinations of visual character and quality are inherently subjective by nature. The DEIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. It is further noted that development of the subject site with business park and/or light industrial uses reflects buildout of the area anticipated under the General Plan, resulting in substantial visual change of the area, whether under the Project, or some other unspecified development proposal. To provide a visual transition and buffer between southerly adjacent properties (zoned for large lot residential uses) and the Project site, the Project incorporates a 250-foot landscaped setback along its southerly boundary. Masonry walls (which would be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti) are also proposed to screen the Project's operations from surrounding land uses. As supported by the preceding discussions, and with implementation of

MV00115670

the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant. (DEIR, pgs. 4.8-20 to 4.8-21) Accordingly, any impacts to the area's visual character would be less-than-significant and no mitigation is required.

c. Light or Glare

Potential Significant Impact: Whether the Project would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Findings: Potential impacts of the Project related to light and glare are discussed in detail Section 4.9 of the DEIR. Based on the entire record before us, this Council finds that no significant impacts related to light and glare will occur as a result of development of the Project and, therefore, no mitigation is required.

Facts in Support of the Findings: Onsite lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance, including but not limited to Section 9.08.100, "Lighting." Project lighting will be designed and implemented so as to illuminate the site without causing undue light or glare, and to avoid light overspill on adjacent properties. (DEIR, pgs. 4.9-23 to 4.9-25) Accordingly, any impacts related to light and glare would be less-than-significant and no mitigation is required

B. ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

Public Resources Code Section 21081 states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes one or more of the following findings:

I. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

II. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

III. Specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or alternatives identified in the EIR, and

MV00115671

overriding economic, legal, social, technological, or other benefits of the Project outweigh the significant effects on the environment.

Certain of the following issues from the environmental categories analyzed in the EIR, including Traffic and Circulation, Cultural Resources, and Biological Resources, were found to be potentially significant, but can be mitigated to a less-than-significant level with the imposition of mitigation measures. This Council hereby finds pursuant to *Public Resources Code* Section 21081 that all potentially significant impacts listed below can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are included as Conditions of Approval and set forth in the MMRP adopted by this Council. Specific findings of this Council for each category of such impacts are set forth in detail below.

1. <u>Traffic and Circulation</u>

a. Substantial Increase in Traffic

Potential Significant Impact: The EIR evaluated and concluded that the Project-related traffic could contribute to level of service (LOS) exceedances under Opening Year conditions at the intersection of Redlands Boulevard at the SR-60 westbound ramps, and at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

Finding: Implementation of the following mitigation measures will reduce potential Opening Year traffic impacts at affected intersections:

4.2.1 *Redlands Boulevard at SR-60 Westbound Ramps Improvements:*

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

MV00115672

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

Facts in Support of the Finding: Based on analysis performed as part of the Project Traffic Impact Analysis (TIA), the Project would contribute additional traffic to preexisting Opening Year Ambient Condition deficiencies occurring at the intersection of Redlands Boulevard at the SR-60 westbound ramps. Also, with the addition of Project traffic, the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue would perform unacceptably during peak hours. (DEIR, pgs. 4.2-31 through 4.2-34) However, with implementation of the roadway improvements identified in Mitigation Measures 4.2.1 and 4.2.2, these impacts will be reduced to a less-than-significant level. (DEIR, pg. 4.2-35)

2. <u>Cultural Resources</u>

a. Archaeological/Historic Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unknown or unrecorded archaeological or historic resources which may be present in a buried context.

Finding: Implementation of the following mitigation measures will reduce potential impacts to archaeological and/or historic resources to a less-than-significant level:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert*

MV00115673

equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2., resources shall be left in an undisturbed state. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

Facts in Support of the Finding: No known cultural resources of significance exist within the Project site. Additionally, no significant evidence of the early twentieth century occupation of the property was identified by the Project Cultural Resources Investigation. Nonetheless, some potential exists for resources to be located onsite in a buried context. Implementation of Mitigation measures 4.7.1 and 4.7.2 will ensure that archaeological and/or historic resources that may be unearthed during Project construction will be identified and preserved consistent with the recommendations of the Cultural Resources Study and California law. Accordingly, the Project's potential to impact archaeological or historic resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-11 through 4.7-13)

b. Paleontological Resources

Potential Significant Impact: The EIR evaluated and concluded that the Project construction activities could potentially disturb unique paleontological resources which may be present in a buried context.

MV00115674

Finding: Implementation of the following mitigation measure will reduce potential impacts to paleontological resources to a less-than-significant level:

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage and record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

Facts in Support of the Finding: Based on information presented in the Cultural Resources Investigation, the Project area is considered to have a moderate level of sensitivity for paleontological resources, indicating that paleontological resources may be encountered within the Project site. The area consists of older Quaternary alluvial deposits that have been associated with fossil specimens, which are covered by surficial deposits of younger Quaternary alluvium. In the course of Project site preparation activities, paleontological specimens may be uncovered. Mitigation Measure 4.7.3 requires paleontological monitoring during ground-disturbing activities that would exceed the relative depths of the younger alluvium on-site. Implementation of this mitigation measure would ensure that paleontological resources which may be present within

MV00115675

subsurface areas of the site are adequately identified and preserved. Accordingly, the Project's potential to impact paleontological resources is less-than-significant as mitigated. (DEIR, pgs. 4.7-13 through 4.7-14)

3. Biological Resources

a. Vegetation Communities and Special Status Plant Species

Potential Significant Impact: The EIR evaluated and concluded that the Project's construction activities could have an adverse effect on CDFG and Corps jurisdictional areas, including riparian habitat areas existing on-site within the Quincy Channel, and off-site within the existing drainage channel adjacent to Redlands Boulevard.

Finding: Implementation of the following Mitigation will reduce potential impacts to jurisdictional areas to a less-than-significant level:

4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

MV00115676

4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 Prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

Facts in Support of the Finding: Design of the Project includes a buffer area to provide physical separation between the developed site and the adjacent Quincy Channel, in order to

MV00115677

minimize direct impacts to the Channel's habitat areas and associated vegetation communities and special status plant species. However, construction of the "scour wall" that would be implemented to prevent further erosion along the Quincy Channel could result in direct, temporary impacts to approximately 0.003 acres (22 lineal feet) of mulefat vegetated riparian habitat determined to be within California Department of Fish & Game (CDFG) jurisdictional areas. (DEIR pgs. 4.8-18 through 4.8-20) Additionally, implementation of drainage improvements associated with the Project could result in a potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat located in the existing drainage channel adjacent to Redlands Boulevard (DEIR, pgs. 4.8-21 to 4.8-22). This 0.08 acres has been determined to be jurisdictional under the Army Corps of Engineers (Corps), CDFG, State Water Resources Control Board (SWRCB), and MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Indirect impacts to proximate candidate, sensitive, or special status plant species could occur through the introduction of invasive plant species as a result of Project implementation. (DEIR pg. 4.8-23) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to vegetation communities and sensitive plant species will be reduced to a less-than-significant level.

b. Nesting Birds

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on nesting birds, which are protected under both the Migratory Bird Treaty Act and California Fish and Game Code.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the nesting birds to a less-than-significant level:

4.8.6 *If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning*

MV00115678

Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

Facts in Support of the Finding: The removal of existing vegetation within the Project site as part of construction could affect nesting birds. Disturbing or destroying active nests is a violation of the Migratory Bird Treaty Act. In addition, nests and eggs are protected under California Fish and Game Code Section 3503.5. Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. (DEIR, pg. 4.8-25) Therefore, implementation of Mitigation Measure 4.8.6 is required to ensure that potential Project impacts related to nesting birds are reduced to a less-than-significant level.

c. Burrowing Owls

Potential Significant Impact: The EIR evaluated and concluded that the Project could have an adverse effect on the Burrowing Owl, a special-status wildlife species.

Finding: Implementation of the following mitigation measure will reduce potential impacts to the Burrowing Owl to a less-than-significant level:

4.8.7 *Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.*

Facts in Support of the Finding: The Project area is located within the MSHCP burrowing owl survey area. Focused burrowing owl surveys are required during the owl breeding season (April through August), pursuant to Section 6.3.2 and Appendix E, "Summary of Species Survey

MV00115679

Requirements. (DEIR, pgs. 4.8-25 to 4.8-26) Therefore, implementation of Mitigation Measure 4.8-7 will reduce Project impacts related to the Burrowing Owl to a less-than-significant level.

d. Riparian Habitat

Potential Significant Impact: The EIR evaluated and concluded that the Project could adversely affect riparian habitat/CDFG jurisdictional areas.

Finding: Implementation of the preceding Mitigation Measures 4.8.1 through 4.8.5 will reduce potential impacts to riparian habitat to a less-than-significant level.

Facts in Support of the Finding: Construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat riparian habitat/CDFG jurisdictional areas. The Project will have no direct impacts to any other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Potential indirect impacts may occur to proximate sensitive natural communities should invasive plant species be introduced to the area through Project implementation. (DEIR pg. 4.8-28) With implementation of Mitigation Measures 4.8.1 to 4.8.5, Project impacts related to riparian habitat will be reduced to a less-than-significant level.

C. ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS-THAN-SIGNIFICANT

The Moreno Valley City Council finds the following environmental impacts identified in the EIR remain significant even after application of all feasible mitigation measures: cumulative traffic impacts to study area intersections and roadway segments; cumulative traffic impacts to mainline freeway segments; short-term construction air quality impacts; long-term operational air quality impacts; cumulative air quality impacts; short-term construction noise impacts (individually and cumulatively); and change to scenic vistas (individually and cumulatively).

In accordance with CEQA Guidelines Section 15092(b)(2), the City Council of the City of Moreno Valley cannot approve the project unless it first finds (1) under *Public Resources Code* Section 21081(a)(3), and CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technological, or other considerations, including provisions of employment

MV00115680

opportunities to highly trained workers make infeasible the mitigation measures or project alternatives identified in the FEIR; and (2) under CEQA Guidelines section 15092(b), that the remaining significant effects are acceptable due to overriding concerns described in the CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein.

1. Traffic and Circulation

a. Intersection Operations

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain intersection locations under Opening Year cumulative conditions and cumulative General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.3 through 4.2.8, addressing Opening Year cumulative conditions, and Mitigation Measures 4.2.9 through 4.2.17, addressing cumulative General Plan buildout conditions, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative intersection operation impacts are considered significant and unavoidable.

4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:

- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

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4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:

- *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.*

The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF,

MV00115682

thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.

4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:

- *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;*
- *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements*

MV00115683

would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.

- *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.*

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*

MV00115684

- *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*

4.2.8 *Quincy Street at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;*
- *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and*
- *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.9 *Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:*

- *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;*
- *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These*

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improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

- *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and*
- *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

4.2.10 *Moreno Beach Drive at SR-60 Westbound Ramps Improvements:*

- *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection);*
- *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;*
- *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and*
- *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way*

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from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.

4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:

- *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;*
- *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;*
- *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and*

MV00115687

- *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.*

The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.

4.2.12 *Quincy Street at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a stop-control on the south leg of the intersection;*
- *Construct a northbound shared left-or-right-turn lane;*
- *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and*
- *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.*

These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.

4.2.13 *Redlands Boulevard at SR-60 Westbound Ramps Improvements:*

- *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);*
- *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side*

MV00115688

of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;

- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and*
- *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.*

The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.

4.2.14 *Redlands Boulevard at SR-60 Eastbound Ramps Improvements:*

- *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;*
- *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side*

MV00115689

of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and

- *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.*

These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.

4.2.15 *Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:*

- *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2).*
- *Construct a northbound left turn lane with 200-feet of storage and a second through lane for a northbound lane configuration of one left turn lane, one through lane and one shared through right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*
- *Construct a southbound left turn lane with 250-feet of storage, a second left turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right-turn pocket length that extends the full length of the segment. These improvements would require the dedication of*

MV00115690

right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through Fair Share Fees;

- *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and*
- *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.*

The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate

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General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.

4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

- *Install a traffic signal. This improvement would be funded through participation in the DIF Program;*
- *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*
- *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way with from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

MV00115692

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.

4.2.17 *Redlands Boulevard at Cottonwood Avenue Improvements:*

- *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;*
- *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;*
- *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*

MV00115693

- *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*

The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.3 through 4.2.17, acceptable levels of service would be realized at all Study Area intersections under cumulative Opening Year and General Plan buildout conditions with the Project. (See DEIR Tables 4.2-10 and 4.2-11) Improvements necessary to mitigate potentially significant intersection impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, ramp and interchange improvements affecting the SR-60 are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. The Project's contribution to intersection impacts is therefore determined to be cumulatively significant and unavoidable notwithstanding mitigation. (DEIR, pgs. 4.2-36 to 4.2-55).

MV00115694

b. Roadway Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards, affecting certain roadway segments under Opening Year cumulative conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.2.18 and 4.2.19 are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, cumulative roadway segment impacts are considered significant and unavoidable.

4.2.18 *Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:*

- *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.

4.2.19 *Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) Avenue east of Redlands Boulevard Improvements:*

- *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.*

The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between

MV00115695

the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Facts in Support of the Finding: With completion of the improvements recommended under Mitigation Measures 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Implementation of the previously identified Mitigation Measure 4.2.7 would ensure acceptable conditions at the segment of Redlands Boulevard located north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue. (See DEIR Table 4.2-13) Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-60 through 4.2-67)

MV00115696

c. Freeway Mainline Segments

Significant Unavoidable Impact: The EIR evaluated and concluded that Project-related traffic would cumulatively exceed established level of service standards at study area freeway segments under General Plan buildout conditions.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to Study Area freeway mainline segments under General Plan buildout conditions will remain significant and unavoidable.

Facts in Support of the Finding: The EIR determined that implementation of the Project would contribute additional traffic to segments of SR-60 within the Study Area that under General Plan buildout conditions (with or without the Project) are projected to operate under deficient conditions. While it is foreseeable that improvements to SR-60 in the Project vicinity will be completed prior to General Plan Buildout, timely completion of these improvements cannot be definitively assured. Further, SR-60 mainline improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. As such, there are no feasible mitigation measures that will reduce the Project's roadway segment impacts under Opening Year cumulative conditions below significance thresholds. (DEIR, pgs. 4.2-79 to 4.2-80) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

2. <u>Air Quality</u>

a. Short-Term Construction Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project's construction source emissions would temporarily exceed SCAQMD regional and localized significance thresholds, thereby potentially violating an air quality standard or contributing to an existing or projected air quality violation.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9 are incorporated into the MMRP for

MV00115697

the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, construction emissions-related air quality impacts are considered significant and unavoidable.

4.3.1 *Consistent with URBEMIS modeling inputs and to effect implementation of Rule SCAQMD Rule 403, the following measures shall be incorporated:*

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce* PM_{10} *and* $PM_{2.5}$ *fugitive dust haul road emissions.*
- *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.*
- *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);*
- *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*

4.3.2 *The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's*

MV00115698

specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

4.3.3 *The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).*

4.3.4 *Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.*

4.3.5 *In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.*

4.3.6 *During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

4.3.7 *The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

4.3.8 *Grading plans, construction specifications and bid documents shall also include the following notations:*

- *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels l fuel would void the equipment warranty;*
- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*

MV00115699

- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*
- *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*

4.3.9 *Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and*

MV00115700

cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, Project construction activities would temporarily exceed SCAQMD regional emissions thresholds for volatile organic compounds (VOC) and oxides of nitrogen (NOx); and would also temporarily exceed localized emissions thresholds for particulate matter (PM_{10} and $PM_{2.5}$). (See DEIR Tables 4.3-9 and 4.3-10) Project construction-related emissions in exceedance of SCAQMD's regional and localized significance thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-53 through 4.3-65).

b. Long-Term Operational Emissions

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially exceed SCAQMD daily emissions significance thresholds.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation. The Council finds that Mitigation Measure 4.3.10 is incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of this mitigation measure, operational emissions-related air quality impacts are considered significant and unavoidable.

4.3.10 *All Project entrances shall be posted with signs which state:*

- *Truck drivers shall turn off engines when not in use;*
- *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and*
- *Telephone numbers of the building facilities manager and CARB, to report violations.*

MV00115701

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measure 4.3.10, as well as Mitigation Measures 4.3.11 through 4.3.13 enumerated in Section V(A)(3)(c) above, Project operational activities will exceed SCAQMD daily emissions thresholds for VOC and NOx. (DEIR Table 4.3.13) Project operational-related impacts that exceed long-term, operational emissions thresholds are therefore determined to be significant and unavoidable air quality impacts notwithstanding mitigation. (DEIR, pgs. 4.3-65 to 4.3.73)

c. Sensitive Receptors

Significant Unavoidable Impact: The EIR evaluated and concluded that Project construction activities could temporarily expose sensitive receptors to potentially substantial pollutant concentrations.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.9, enumerated in Section C(2)(a) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.9, the Project's construction source emissions could result in the temporary exposure of sensitive receptors to PM_{10} and $PM_{2.5}$ emissions in excess of applicable SCAQMD localized significance thresholds. Existing sensitive receptors are identified as a single developed residential use located at 28855 Fir Avenue. Although additional parcels zoned for residential land uses (potential future sensitive receptors) are present within the area of LST exceedance, they are largely undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. (DEIR, pgs. 4.3-73 through 4.3-76)

MV00115702

d. Cumulative Air Quality Impacts

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in a cumulatively considerable net increase of criteria pollutants for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.3.1 through 4.3.13, enumerated in Sections A(3)(c) and C(2)(a) & (b) above, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, the Project will result in cumulatively significant and unavoidable air quality impacts.

Facts in Support of the Finding: The Project is located within non-attainment areas for PM_{10}, $PM_{2.5}$, and ozone (VOC and NOx are ozone precursors). Even after compliance with applicable SCAQMD Rules and implementation of Mitigation Measures 4.3.1 through 4.3.13, the Project will result in the following cumulatively significant and unavoidable air quality impacts: (1) Short-term Project construction activities that exceed the regional thresholds for VOC and NOx emissions are cumulatively significant for the duration of construction activities; (2) Short-term Project construction activities that exceed the localized significance thresholds for PM_{10} and $PM_{2.5}$ emissions are cumulatively significant for the duration of construction activities; (3) Long-term operations of the Project that exceeds the regional thresholds for VOC and NOx are cumulatively significant; and (4) The Project's operational VOC and NOx emissions, in combination with VOC and NOx emissions generated by other sources affecting the encompassing ozone non-attainment areas, will result in a cumulatively considerable net increase of this pollutant within the nonattainment areas. (DEIR, pgs. 5-12 to 5-13)

3. <u>Noise</u>

a. Short-Term Construction Noise (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could potentially result in the exposure of persons to or generation of noise levels in excess of

MV00115703

standards established in the local general plan or noise ordinance, or applicable standards of other agencies; and potentially result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant but will be reduced to the extent feasible through mitigation measures. The Council finds that Mitigation Measures 4.4.1 through 4.4.4, presented below, are incorporated into the MMRP for the Project, and will be implemented as specified therein. However, the Council finds that even with application of these mitigation measures, short-term construction-related noise impacts are considered significant and unavoidable, and are determined cumulatively considerable for the duration of Project construction activities.

4.4.1 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.2 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.*

4.4.3 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on*

MV00115704

weekends or Federal holidays. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

Facts in Support of the Finding: Even with implementation of Mitigation Measures 4.4.1 through 4.4.4, the Project's construction activities would result in a temporary exceedance of applicable noise level standards and a temporary increase in ambient noise levels in the Project vicinity. Because construction noise levels are conservatively estimated to exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), construction noise is considered a significant and unavoidable impact of the Project. (DEIR, pgs. 4.4-15 to 4.4-21). Cumulative noise impacts for the duration of construction activities are also recognized as significant. (DEIR, pg. 5-14) As such, short-term construction noise impacts are determined to be individually and cumulatively significant notwithstanding mitigation.

4. Aesthetics

a. Scenic Vistas (Individual and Cumulative)

Significant Unavoidable Impact: The EIR evaluated and concluded that the Project could have an adverse effect on a scenic vista.

Finding: Based on the entire record before us, this Council finds that this impact is potentially significant as there are no known feasible mitigation measures that could reduce this impact to a level of less than significant. Accordingly, Project-related impacts to scenic vistas will remain significant and unavoidable.

MV00115705

Facts in Support of the Finding: The EIR determined that implementation of the Project would potentially result in the restriction or interruption of near and distant scenic vistas. The Project proposes a single large structure (more than 970,000 square feet), that would alter and or/obstruct views through the currently undeveloped Project area. View obstruction will be limited to some extent by engineering and grading requirements that will establish the Project's building pad considerably below the grade of the adjacent SR-60. The Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks. Similarly, the proposed Project intends to serve a market need for users that demand a large, integrated facility. As such, the concept of substantially reducing the size of the building, or creating multiple buildings in lieu of one single building would compromise a basic objective of the Project. As such, there are no feasible mitigation measures that will reduce the Project's potential aesthetic impacts on scenic vistas below significance thresholds. (DEIR, pgs. 4.9-10 through 4.9-19) In combination with other known or probably development projects in the vicinity, the Project would also result in the cumulatively considerable restriction or interruption of near and distant scenic views. (DEIR, pgs. 5-23 to 5-15) As such, the Project's potential to adversely affect scenic vistas is determined to be individually significant and cumulatively considerable.

D. ADEQUACY OF THE RANGE OF PROJECT ALTERNATIVES

The EIR analyzed three alternatives to the Project as proposed, and evaluated these alternatives for their ability to meet the Project's objectives as described in Section II.B above. CEQA requires the evaluation of a "No Project Alternative" to assess a maximum net change in the environment as a result of implementation of the Project. At the direction of the City of Moreno Valley, two different "No Project" scenarios have been evaluated. The first, referred to as the No Project/No Build Alternative, assumes the site would remain in its current undeveloped state. The second, referred to as the No Project/Existing Zoning Alternative, makes a reasoned assessment as to the future development of the subject site should the Project under consideration not be developed. A Reduced Intensity Alternative was also selected for analysis. CEQA

MV00115706

requires the evaluation of alternatives that can reduce the significance of identified impacts and "feasibly attain most of the basic objectives of the proposed Project." Thus, in order to develop a range of reasonable alternatives, the Project Objectives must be considered when this Council is evaluating the alternatives.

1. Alternative 1 – No Project/No Build Alternative

Description: Under the No Project/No Build Alternative (hereinafter referenced as the "No Build" Alternative), it is presumed that if the Project or some similar development proposal is not implemented on the subject site, then there would be no other known or probable scenarios for the subject property, the site would likely remain in its current undeveloped state for the foreseeable future. (DEIR, pg. 5-31)

Impacts: The No Build Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-65) Similar to the Project, the No Build Alternative would result in less than significant impacts in the following areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources. No discretionary actions or zone change would be required under the No Build Alternative. (DEIR, pg. 5-48) In addition, the Project's significant and unavoidable traffic impacts, construction noise impacts, construction and operational air quality impacts, and impacts to scenic vistas would not occur. (DEIR, pgs. 5-50 to 5-65) Under the No Build Alternative, potential traffic/transportation impacts would be representative of existing conditions. The No Build Alternative would reduce the aggregate amount of fee contributions available for long-term traffic improvements when compared to fee contributions realized under the Project. Additionally, the No Build Alternative would not realize Project-specific road widening/lane reconfiguration and signalization improvements as detailed in the Project Traffic Impact Analysis. Significant freeway mainline segment deficiencies would persist with or without the Project. (DEIR, pg. 5-49). Visual attributes of the Project site would remain in their current state. (DEIR, pg. 5-63)

Objectives: Under the No Build Alternative, the subject site would remain in its current undeveloped state, and none of the Project Objectives would be achieved. (DEIR, pg. 5-64)

Finding: Under the No Build Alternative, no development would occur. This Alternative would avoid all of the significant and unavoidable impacts associated with traffic, air quality, noise and aesthetics that have been identified within the DEIR. However, the City Council finds

MV00115707

that the No Build Alternative would not fulfill any of the Project Objectives. Because the No Build Alternative will not fulfill the Project Objectives, the City Council hereby rejects the No Build Alternative.

2. Alternative 2 – No Project/Existing Zoning Alternative

Description: The No Project/Existing Zoning Alternative (hereinafter referenced as the "No Project" Alternative), considers the environmental conditions that would occur if the subject site were developed consistent with its existing Business Park zoning designation. To allow for quantified comparison of potential traffic impacts and related vehicular source air quality and noise impacts, the No Project Alternative assumes the site is developed consistent with assumptions employed in the City's General Plan Buildout traffic modeling, which was projected to be approximately four (4) times higher than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project.. (DEIR, pgs. 5-31 to 5-32)

Impacts: The No Project Alternative would result in a significant lessening of impacts when compared to the proposed Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the No Project Alternative, a zone change would not be required. (DEIR, pg. 5-48) The Project's significant and unavoidable construction noise impacts and construction source air quality impacts would likely be similar to those of the Project. (DEIR, pgs. 5-52 and 5-56) Potential traffic impacts could be substantively increased under the No Project Alternative, due to the increased traffic associated with Business Park land uses. Significant mainline freeway segment impacts under General Plan Buildout conditions would persist, and due to increased traffic generation under the No Project Alternative, would likely be exacerbated. (DEIR, pgs. 5-50 to 5-51) Associated vehicular (operational) air pollutant emissions would similarly be increased when compared to the Project; however, the vehicle mix under the No Project Alterative would likely reflect decreased heavy truck traffic. Significant VOC and NOx emissions thresholds exceedances occurring under the Project would be incrementally greater under the No Project Alternative. (DEIR, pg. 5-53). Vehicular noise would also likely increase under the No Project Alternative based on increased trip generation. However, as with the Project, it is considered unlikely that sensitive receptors would be affected by potential vehicular

MV00115708

noise levels based on their physical separation from roadways and the presence of intervening noise-attenuating walls. (DEIR, pg. 5-57) Potential impacts to viewsheds may be reduced under the No Project Alternative, since the Business Park zoning designation would limit maximum individual building areas to 50,000 square feet. This limitation on individual building sizes could allow for configurations of the developed site that would provide additional or varied views through the Project site to off-site scenic resources. (DEIR, pg. 5-63)

Objectives: Business Park/Light Industrial uses that could be implemented under the No Project Alternative could substantially achieve the Project's development objectives for the site. Like the Project, it is anticipated that new development under the No Project Alternative would be designed and implemented so as to be compatible with neighboring land uses. The No Project Alternative would effectively capitalize on the site's regional freeway accessibility and visibility. New jobs, including light industrial, office, limited support commercial, or research and development employment opportunities would be created by the No Project Alternative. This Alternative would also provide additional tax revenues available to the City. (DEIR, pgs. 5-64 to 5-65)

Finding: Under the No Project Alternative, development of a business park development with a similar scale to that of the Project would occur. This Alternative would reduce the Project's potential aesthetic impacts, in that a series of smaller buildings could be constructed in place of the Project's single structure, allowing views through the site. However, none of the Project's remaining significant and unavoidable environmental impacts would be reduced under the No Project Alternative. Conversely, increased trip generation under a business park land use would likely lead to increased traffic, with correlating increases in air pollutant emissions and vehicular noise. Although the No Project Alternative could substantially achieve the Project's Objectives, because the No Project Alternative would not reduce the majority of the Project's significant and unavoidable impacts, the City Council hereby rejects the No Project Alternative.

MV00115709

3. Alternative 3 – Reduced Intensity Alternative

Description: The Reduced Intensity Alternative assumes the same general land use type as the Project, but at a development intensity scoped to reduce the extent of regional threshold exceedances for VOC based on operational emissions that would otherwise result from the Project. In that the same type of development is proposed, most if not all the Project Objectives would be achieved to a certain extent. (DEIR, pg. 5-33) Implementation of the Reduced Intensity Alternative would yield approximately 684,200 square feet of development, a reduction of approximately 27 percent or approximately 253,060 square feet, when compared to the approximately 937,260 square-foot Project analyzed in the EIR. (DEIR, pg. 5-48).

Impacts: The Reduced Intensity Alternative would result in similar, albeit slightly lessened, impacts when compared to the Project. (DEIR, pgs. 5-25 through 5-72; EIR topical areas: Land Use; Water Supply; Hydrology and Water Quality; Cultural Resources; and Biological Resources.) Under the Reduced Intensity Alternative, maximum construction-related emissions from site preparation and grading would likely be the same as for the Project, though it would occur within a shorter time frame due to the reduced development area. In this regard, the maximum daily site disturbance and amount of equipment employed concurrently would likely be similar to the construction scenario envisioned for the Project. As with the Project, mitigated construction-related emissions would still exceed SCAQMD emissions thresholds. Because the scope of development would be reduced under this Alternative, the duration of construction activities and resulting construction emissions and noise may be reduced when compared to the Project. (DEIR, pgs. 5-51 and 5-57) Based on its reduced scope of development and associated reductions in vehicle trips and vehicular emissions, long-term operations under the Reduced Intensity Alternative would be reduced by approximately 27 percent when compared to the Project. Operational NOx, PM_{10}, and $PM_{2.5}$ emissions under this Alternative would, however, still exceed applicable SCAQMD thresholds. Accordingly, as with the Project, this Alternative would result in cumulatively significant emissions contributions to existing non-attainment conditions for ozone and particulates. (DEIR, pgs. 5-53 to 5-55) The Reduced Intensity Alternative would result in an approximate 27 percent reduction in development intensity, with a commensurate reduction in trip generation when compared to the Project. The extent of area-wide traffic improvements and required traffic impact mitigation realized under the Project would also be reduced. Significant freeway mainline traffic impacts projected to occur under

MV00115710

General Plan buildout conditions would persist with or without development under the Reduced Intensity Alternative. As such, freeway impacts under this scenario would be less than the Project, but likely still be considered significant. (DEIR, pg. 5-51) The reduced area of development under the Reduced Intensity Alternative would also incrementally reduce significant viewshed impacts otherwise occurring under the Project. (DEIR, pg. 5-64)

Objectives: The Reduced Intensity Alternative would, to some degree, realize the Project Objectives. However, because the scale of the development would be diminished under this Alternative, the resulting generation of sales tax, the number of jobs created, and potential second tier economic benefits to the City and region (e.g. wholesale/retail support sales; temporary and long-term construction jobs, and facilities maintenance employment opportunities) would likely be reduced when compared to the Project. (DEIR, pg. 5-65)

Finding: Under the Reduced Intensity Alternative, a light industrial warehouse/ distribution facility reduced by approximately 27 percent (or 263,000 square feet) would be realized as compared to the Project. The City Council hereby finds that the Reduced Intensity Alternative will not avoid or substantially reduce the significant and unavoidable construction noise impacts and construction and operational air quality impacts identified in the EIR. This Alternative would not meet Project Objectives to the same extent as the Project. Furthermore, the scale of the reduction in intensity would not maximize or realize the economic potential of the site. Based on the reduced scope of development, the Reduced Intensity Alternative would diminish capacities and capabilities to satisfy existing and projected unmet market demands within the trade area. The Reduced Intensity Alternative would also result in comparatively fewer opportunities to provide jobs, as compared to the Project. Therefore, the City Council rejects the Reduced Intensity Alternative on the basis that it fails to avoid or substantially reduce the significant and unavoidable impacts of the Project and does not meet the Project Objectives as well as the Project. The City Council also finds that each of these considerations constitutes a ground for rejecting this alternative that is independently sufficient to support the City Council's rejection of this alternative.

4. <u>Alternatives Considered and Rejected</u>

A variety of additional alternatives were considered as part of the DEIR's Alternatives Analysis. (DEIR, pgs. 5-32 through 5-41) An Extended Construction Alternative

MV00115711

and Multiple Building Design Alternative were considered and ultimately rejected based on infeasibility. Additionally, four Alternative Site locations were considered within the DEIR. The criteria for identifying potential alternate sites included:

- Location within the City of Moreno Valley;
- Appropriate General Plan and zoning designations, or the ability to be so-designated;
- Minimum size of 50 acres and a roughly rectangular shape;
- Location proximate to locate transportation corridors or at a regional transportation hub;
- Currently undeveloped or underutilized;
- Currently available;
- Access to existing or planned adequate serving infrastructure; and
- Able to support operations in a manner compatible with other proximate land uses.

Each of the four sites that were analyzed met the general requirements in that each was currently vacant, more than 50 acres and roughly a rectangular configuration; each was zoned for industrial uses and served by nearby utilities and infrastructure. Alternative Sites 1 through 4 are locally accessible and also located near the I-215 freeway, a regional transportation corridor. (DEIR, Figure 5.2-1) Upon further analysis, each of these sites was found to be currently unavailable. Alternative Site 1 currently has applications under review by the City for 1.6 million square feet of distribution warehouse uses, while development plans have been submitted and approved for Alternative Sites 2, 3 and 4.

5. <u>Environmentally Superior Alternative</u>

Based on comparative reductions in traffic generation, and associated reductions in noise and air emissions, and generally reduced scale, among the Alternatives considered, the Reduced Intensity Alternative would result in the greatest reduction in environmental effects, and is thus considered the environmentally superior alternative. (DEIR, pg. 5-65). The Reduced Intensity Alternative would also generally reduce other environmental effects of the Project, and

MV00115712

to a limited degree, realize attainment of the basic Project Objectives. (DEIR pgs. 5-47 to 5-65) Development of the Project or the Reduced Intensity Alternative would contribute to area employment and the City's overall tax base. However, because scope of land uses would be substantively reduced under the Reduced Intensity Alternative, the resulting effective realization of the Project Objectives, to include economic benefits to the City and region, would likely be similarly diminished. (DEIR, pg. VI-40)

E. GROWTH-INDUCING IMPACTS

CEQA requires a discussion of ways in which the proposed Project could be growth inducing. Specifically, CEQA Guidelines Section 1512602(d) states than an EIR must describe the ways in which the proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.

The types of employment opportunities offered by the Project (both management and regular employees) are relatively common throughout Southern California and are unlikely to generate significant population migration (if any). Any Project-related employment demands would likely be filled by the existing surplus personnel pool within the Moreno Valley area, and/or neighboring communities, especially with the currently low jobs per household ratio in the City, and regionally high unemployment rates. The Project would not foster growth or a concentration of population in excess of what is assumed in pertinent master plans, land use plans, or in projections made by regional planning. (DEIR, pgs. 5-67 to 5-68)

Currently, the Project site is vacant and undeveloped. However, expansions of water and wastewater systems, along with other urban utilities, are programmed to serve the vicinity consistent with anticipated development of the City and region. In order to accommodate forecasted growth of the City and region over the long term, it is anticipated these improvements will be implemented regardless of the City's ultimate decision on the Westridge Commerce Center Project. The Project is not considered to provide an inducement to other lands within its vicinity to undertake unanticipated development due to the availability of new or expanded infrastructure systems. (DEIR, pgs. 5-68 to 5-69)

Notwithstanding, development of the Project as envisioned will entail upgrade/modification of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage

MV00115713

conveyance facilities. Infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. However, the characteristics and intensities of development that could occur on these properties are governed by the Moreno Valley General Plan. Development of these properties within the context of the approved General Plan should not result in unforeseen impacts or impacts that cannot be mitigated. (*Id.*)

Additionally, it is recognized that provision of services, e.g., utilities, fire protection, and law enforcement, may be expanded or otherwise enhanced to meet additional demands of the Project. Project design and payment of impact mitigation fees reduces individual and cumulative impacts in these regards. Services expansion or enhancements based on incremental demands of the Project will not result in substantial additional capacity that could be considered growth inducing. (*Id.*)

Investment in the Project would have local and regional economic impacts which may result in indirect growth-inducing effects. The Project's potential economic benefits could indirectly result in employment growth in the region. This growth, in combination with other anticipated employment growth in the region, could indirectly result in population growth and an increased demand for housing. (*Id.*) Such growth has a variety of potential effects on the physical environment, including but not limited to, effects on air quality, ambient noise levels, traffic impacts, and water quality. It is not anticipated that the additional employment opportunities created by the Project would be substantial enough to produce noticeable population growth within the City and region. (DEIR, p. 5-68)

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Public Resources Code Section 21100(b)(2)(B) and CEQA Guidelines Sections 15126(c), 15126.2(c), and 15127, require that for certain types or categories of projects, an EIR must address significant irreversible environmental changes that would occur should the project be implemented. As presented at CEQA Guidelines Section 15127, the topic of Significant Irreversible Environmental Changes needs to be addressed in EIRs prepared in connection with any of the following activities:

(a) The adoption, amendment, or enactment of a plan, policy, or ordinance of a public agency;

MV00115714

(b) The adoption by a local agency formation commission of a resolution making determinations; or

(c) A project which will be subject to the requirements for preparing of an environmental impact statement pursuant to the requirements of the National Environmental Policy Act of 1969, 42 U.S.C. Sections 4321-4347.

The Project qualifies under Guidelines §15127 (a) in that a zone change is required in order to implement the Project. As such, this EIR analysis addresses any significant irreversible environmental changes which would be involved in the proposed action should it be implemented [Guidelines, Sections 15126(e) and 15127]. An impact would fall into this category if:

- A project would involve a large commitment of nonrenewable resources;
- The primary and secondary impacts of a project would generally commit future generations to similar uses;
- A project involves uses in which irreversible damage could result from any potential environmental incidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project results in wasteful use of energy).

With regard to the above considerations, various natural resources, in the form of construction materials and energy resources, will be used in the construction of the Project, but their use is not expected to result in shortfalls in the availability of these resources. The Project presents no significant possibility of irreversible environmental damage "from any potential environmental incidents associated with the project." The Project does not propose facilities or uses that would result in potentially significant environmental incidents. Moreover, all feasible mitigation is incorporated in the Project to reduce its potential environmental effects. As discussed herein, the Project will not result in or cause unwarranted or wasteful use of resources, including energy. (DEIR, pgs. 5-73 to 5-74)

MV00115715

9. STATEMENT OF OVERRIDING CONSIDERATIONS

The Moreno Valley City Council adopts this Statement of Overriding Considerations with respect to the significant unavoidable impacts associated with adoption of the Project as addressed in the EIR, specifically:

1. Traffic Impacts – Intersections and Roadway Segments (Cumulative); and
2. Traffic Impacts – Mainline Freeway Segments (Cumulative).
3. Short-Term Construction Air Quality Impacts (Individual and Cumulative);
4. Long-Term Operational Emissions (Individual and Cumulative);
5. Short-Term Construction Noise (Individual and Cumulative); and
6. Aesthetic Impacts – Change to Scenic Vistas (Individual and Cumulative)

The Moreno Valley City Council hereby declares that, pursuant to CEQA Guidelines Section 15093, the City Council has balanced the benefits of the proposed Project against any significant and unavoidable environmental impacts in determining whether to approve the proposed Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable."

The City Council hereby declares that the EIR has identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the EIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts discussed in Section V(D) herein.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because they would impose restrictions on the Project that would prohibit the realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts.

MV00115716

The City Council further finds that except for the Project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of the Project objectives and/or specific economic, social or other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council hereby declares that, having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project and having weighed the benefits of the Project against its unavoidable significant impact after mitigation, the City Council has determined that the social, economic and environmental benefits of the Project outweigh the potential unavoidable significant impacts and render those potential significant impacts acceptable based on the following considerations:

- The Project will provide development consistent with the General Plan and in conformance with municipal standards, codes and policies;
- The Project provides development that improves and maximizes economic viability of a vacant site by transitioning the Project site into a productive light industrial use;
- The Project is located at the intersection of a major street and an interstate freeway, maximizing access opportunities for the convenience of operations;
- The Project creates additional employment-generating opportunities for the City of Moreno Valley and surrounding communities; and
- The Project provides adequate infrastructure and public amenities, including upgrading and widened streets, signal upgrades and utility improvements.

As the CEQA Lead Agency for the proposed action, the City of Moreno Valley has reviewed the Project description and the alternatives presented in the EIR, and fully understands the Project and Project alternatives proposed for development. Further, this Council finds that all potential adverse environmental impacts and all feasible mitigation measures to reduce the impacts from the project have been identified in the Draft EIR, the Final EIR and public testimony. This Council also finds that a reasonable range of alternatives was considered in the EIR and this document, Section V(E) above, and finds that approval of the Project is appropriate.

MV00115717

This Council has identified economic and social benefits and important policy objectives, Section V(H) above, which result from implementing the Project. The Council has balanced these substantial social and economic benefits against the unavoidable significant adverse effects of the Project. Given the substantial social and economic benefits that will accrue from the Project, this Council finds that the benefits identified herein override the unavoidable environmental effects.

California Public Resource Code 21002 provides: "In the event specific economic, social and other conditions make infeasible such Project alternatives or such mitigation measures, individual projects can be approved in spite of one or more significant effects thereof." Section 21002.1(c) provides: "In the event that economic, social, or other conditions make it infeasible to mitigate one or more significant effects of a project on the environment, the project may nonetheless be approved or carried out at the discretion of a public agency…" Finally, California Administrative Code, Title 4, 15093 (a) states: "If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable.'"

The City Council hereby declares that the foregoing benefits provided to the public through approval and implementation of the Project outweighs the identified significant adverse environmental impacts of the Project that cannot be mitigated. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the EIR and, therefore, finds those impacts to be acceptable.

10. CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Moreno Valley City Council finds that it has reviewed and considered the FEIR in evaluating the Project, that the FEIR is an accurate and objective statement that fully complies with CEQA and the CEQA Guidelines, and that the FEIR reflects the independent judgment of the City Council.

The City Council declares that no new significant information as defined by CEQA Guidelines Section 15088.5 has been received by the City Council after the circulation of the DEIR that would require recirculation. All of the information added to the FEIR merely clarifies,

MV00115718

amplifies or makes insignificant modifications to an already adequate DEIR pursuant to CEQA Guidelines Section 15088.5(b).

The City Council hereby certifies the EIR based on the following findings and conclusions:

A. <u>Findings</u>

1. CEQA Compliance

As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Findings and supporting documentation. The City Council determines that the Findings contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project, as well as complete and accurate reporting of the unavoidable impacts and benefits of the Proposed Project as detailed in the Statement of Overriding Considerations. The City Council finds that the EIR was prepared in compliance with CEQA and that the City Council complied with CEQA's procedural and substantive requirements.

2. Significant Unavoidable Impacts/Statement of Overriding Considerations:

The Project will have significant adverse impacts even following adoption of all feasible mitigation measures which are required by the City Council. The following significant environmental impacts have been identified in the FEIR and will require mitigation but cannot be mitigated to a level of insignificance as set forth in Section V(D) of these Findings: Traffic Impacts – Intersections and Roadway Segments (Cumulative); Traffic Impacts – Freeway Mainline Segments (Cumulative); Short-Term Construction Air Quality Impacts (Individual and Cumulative); Long-Term Operational Emissions (Individual and Cumulative); Short-Term Construction Noise (Individual and Cumulative); and Aesthetic Impacts – Changes to Scenic Vistas (Individual and Cumulative). The City Council has eliminated or substantially reduced environmental impacts where feasible as described in the Findings, and the City Council determines that the remaining unavoidable significant adverse impacts are acceptable due to the reasons set forth in the preceding Statement of Overriding Considerations.

MV00115719

3. Conclusions

a. All potentially significant environmental impacts from implementation of the proposed Project have been identified in the FEIR and, with the implementation of the mitigation measures defined herein and set forth in the MMRP, will be mitigated to a less-than-significant level, except for the impacts identified in Section V(D) above.

b. Other reasonable alternatives to the proposed Project that could feasibly achieve the basic objectives of the proposed Project have been considered and rejected in favor of the proposed Project.

c. Environmental, economic, social and other considerations and benefits derived from the development of the proposed Project override and make infeasible any alternatives to the proposed Project or further mitigation measures beyond those incorporated into the proposed Project.

11. ADOPTION OF MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to *Public Resources Code* Section 21081.6, the City Council hereby adopts, as conditions of approval of the Project, the MMRP set forth in Section 4.0 of the Final EIR. In the event of any inconsistencies between the mitigation measures as set forth herein and the MMRP, the MMRP shall control, except to the extent that a mitigation measure contained herein is inadvertently omitted from the MMRP, in which case such mitigation measure shall be deemed as if it were included in the MMRP.

MV00115720

4.0 MITIGATION MONITORING PLAN

4.1 INTRODUCTION

To ensure that the mitigation measures contained in this EIR are properly implemented, a monitoring program has been developed pursuant to State law. This Mitigation Monitoring Plan (MMP) identifies measures incorporated in the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described in *CEQA* § 15097, this MMP employs both reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of, mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of, compliance with mitigation measures;
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated in the Project are presented in the following Section 4.2. Specific mitigation measures incorporated in the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented at Table 4.2-1.

EXHIBIT B

MV00115721

4.2 MITIGATION MONITORING AND REPORTING

Mitigation Monitoring and Responsibilities

As the Lead Agency, the City of Moreno Valley is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The City will monitor and report on all mitigation activities. Mitigation measures will be implemented at different stages of development throughout the Project area. In this regard, the responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof.

If during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City shall be immediately informed, and the City will then inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
Traffic and Circulation				
4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal.* *This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department, California Department of Transportation	Before issuance of first Certificate of Occupancy
4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: *Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:* • *Install a traffic signal;* • *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and* • *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right-turn lane as an exclusive left-turn lane,*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115723

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.3 (cont'd) *for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*				
4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps. These improvements would be funded through Project participation in the TUMF Program. Although the intersection of Moreno Beach Drive at SR-60 Westbound Ramps is anticipated to operate at an acceptable LOS, the coordination of traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps would ensure continued satisfactory operations.* *The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115724

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Westbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115725

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;* • *Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115726

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF[1] improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection. Construction of the northbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program.* • *Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

[1] With specific regard to Project payment of Development Impact Fees (DIF), it is recognized that the City, as an interim and temporary measure, has reduced required DIF payments by 50%. Notwithstanding, the reduced DIF payment program is considered to have sufficient funds to construct prioritized improvements necessary to alleviate traffic impacts. That is, over time, the City's DIF structure, allocation of fees, and prioritization of improvements is able to flexibly respond to traffic demands within the City such that funding for all necessary improvements is available in a timely manner. It is further noted that should supplemental funds be required, the City is able to secure these funds through other sources including but not limited to: state and federal grants, redevelopment funds and Measure A gas tax funds.

MV00115727

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 (cont'd)				
participation in the TUMF program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fee contributions.				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program.*				
• *Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east*				

MV00115728

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.7 (cont'd) *leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.*				
4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;* • *Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and* • *Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, facilitating construction of new intersection improvements at Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115729

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements: • *Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;* • *Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;* • *Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and* • *Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements: • *Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115730

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.10 (cont'd) • *In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;* • *Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and* • *Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at SR-60 Westbound Ramps.*				
4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements: • *Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115731

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.11 (cont'd) *right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;* • *Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;* • *Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and* • *Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.* *The Project will pay required DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Moreno Beach Drive at Fir (future Eucalyptus) Avenue.*				

MV00115732

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements: • *Install a stop-control on the south leg of the intersection;* • *Construct a northbound shared left-or-right-turn lane;* • *Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and* • *Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.* *These improvements would be funded through participation in the DIF Program. The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Quincy Street at Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements: • *Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);* • *Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115733

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.13 (cont'd) *Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.* *The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1. The remaining improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at Redlands Boulevard at SR-60 Westbound Ramps.*				
4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements: • *Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;* • *Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115734

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.14 (cont'd) *require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and* • *Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.* *These improvements would be funded through participation in the TUMF Program. The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at SR-60 Eastbound Ramps.*				
4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements: • *Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);* • *Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115735

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.15 (cont'd)				
• *Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;*				
• *Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation*				

MV00115736

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.15 (cont'd) *Measure 4.2.2. The remaining improvements would be funded through participation in the DIF Program; and* • *Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.* *The Project will pay required TUMF, DIF and fair share fees, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Fir (future Eucalyptus) Avenue.*				
4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements: • *Install a traffic signal. This improvement would be funded through participation in the DIF Program;* • *Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115737

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.16 (cont'd)				
would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the TUMF Program;				
• *Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;*				
• *Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and*				
• *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.*				

MV00115738

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.16 (cont'd) *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Eucalyptus (future Encilia) Avenue.*				
4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements: • *Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;* • *Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;* • *Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115739

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.17 (cont'd) *way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and* • *Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.* *The Project will pay required TUMF and DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate General Plan Buildout traffic impacts at the intersection of Redlands Boulevard at Cottonwood Avenue.*				
4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements: • *Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts at the segment of Quincy Street south of Fir (future Eucalyptus) Avenue.*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development	Before issuance of first building permit

MV00115740

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.2.19 (cont'd) • *Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.* *The Project will pay required DIF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year cumulative traffic impacts affecting the segment of Fir (future Eucalyptus) Avenue between the Auto Mall and the westerly Project Boundary, and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.*			Department	
Air Quality *To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.3 below, and shall be incorporated in all Project plans, specifications and contract documents.*				
4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated : • *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.* • *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least*	Ongoing throughout construction	Contractor	City Building Official, SCAQMD	Ongoing throughout construction

MV00115741

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.1 (cont'd) *three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.* • *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.* • *Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.* • *Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).* • *In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.*				
4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

MV00115742

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
Additional mitigation required of the Project is identified below, and shall be shall be incorporated in all Project plans, specifications and contract documents.				
4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction
4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

MV00115743

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.7 (cont'd) *(HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*				
4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations: • *Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;* • *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;* • *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;* • *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;* • *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;* • *High pressure injectors shall be provided on diesel construction equipment where feasible;*	Ongoing throughout construction	Contractor	City of Moreno Valley Building Official, SCAQMD	Ongoing throughout construction

MV00115744

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.8 (cont'd) • *Engine size of construction equipment shall be limited to the minimum practical size;* • *Substitute gasoline-powered for diesel powered construction equipment where feasible;* • *Use electric construction equipment where feasible;* • *Install catalytic converters on gasoline-powered equipment where feasible;* • *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;* • *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;* • *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;* • *All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.*				
4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.	Throughout Project construction	Applicant	City of Moreno Valley Development Department	Throughout Project construction

MV00115745

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.10 All Project entrances shall be posted with signs which state: • *Truck drivers shall turn off engines when not in use;* • *Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and* • *Telephone numbers of the building facilities manager and CARB, to report violations.* *These measures shall be enforced by the on-site facilities manager (or equivalent).*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
Although potential Project-related Global Climate Change (GCC) impacts would be less-than-significant, the following Mitigation Measures 4.3.11 through 4.3.14 are provided to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources.				
4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent. • *Increase in insulation such that heat transfer and thermal bridging is minimized;* • *Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;*	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115746

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.11 (cont'd) • *Incorporate dual-paned or other energy efficient windows;* • *Incorporate energy efficient space heating and cooling equipment;* • *Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights when they are not needed shall be implemented;* • *To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.* • *Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.* • *All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.*				
4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit

MV00115747

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 GHG emissions reductions measures shall also include the following: • *The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;* • *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;* • *The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.* • *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);* • *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall*	Prior to issuance of first Certificate of Occupancy	Contractor	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy

MV00115748

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 (cont'd)				
provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;				
• *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*				
• *Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:*				
o *Implementation of compressed workweek schedules;*				
o *SmartWay partnership;*				
o *Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.*				
o *Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.*				
o *Use of fleet vehicles conforming to 2010 air quality standards or better.*				

MV00115749

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.3.13 (cont'd) o *Installation of catalytic converters on gasoline-powered equipment.* o *Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;* o *Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;* o *Provision of preferential parking for EV and CNG vehicles;* o *Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;* o *Use of electric (instead of diesel or gasoline-powered) yard trucks;* o *Use of SmartWay 1.25 rated trucks.*				
4.4 Noise				
4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

MV00115750

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit
4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

MV00115751

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5 Water Supply				
To further minimize the Project's overall water use, ensure on-going availability and reliability of water supplies within the EMWD service area, and provide for timely, monitored compliance with requirements stipulated in the Project WSA, the following EMWD Conditions of Approval are incorporated as EIR Mitigation Measures. Prior to building permit issuance, the developer shall provide a will-serve letter from EMWD demonstrating compliance with the following Conditions of Approval.				
4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.	Prior to issuance of first grading or building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading or building permit

MV00115752

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.				
Cultural Resources				
4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.	Ongoing throughout site excavation and grading activities	Applicant	City of Moreno Valley Development Department	Ongoing throughout site excavation and grading activities

MV00115753

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.	Prior to issuance of first Certificate of Occupancy	Applicant	City of Moreno Valley Development Department	Before issuance of first Certificate of Occupancy
4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints: • *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;* • *A paleontological mitigation-monitoring plan shall be developed before grading begins;* • *Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid*	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00115754

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.7.3 (cont'd) *construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;* • *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and* • *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources.*				
4.8 Biological Resources				
4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00115755

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.2 (cont'd) *of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*				
4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.	Prior to issuance of first building permit	Applicant	City of Moreno Valley Development Department	Before issuance of first building permit
4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit
4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00115756

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.5 (cont'd) *CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:* • *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;* • *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and* • *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and* • *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*				
4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00115757

Table 4.2-1
Westridge Commerce Center Project
Mitigation Monitoring Plan

Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/Reporting Frequency
4.8.6 (cont'd) *retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.*				
4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.	Prior to issuance of first grading permit	Applicant	City of Moreno Valley Development Department	Before issuance of first grading permit

MV00115758

ORDINANCE NO. 829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed application PA08-0098, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes a change to the Zoning Atlas for properties located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 from Business Park (BP) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

ATTACHMENT 4

FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

   FACT: The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from BP to LI for the 55 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. 829
Date Adopted: _____

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

Ordinance No. 829
Date Adopted: _____

ORDINANCE NO. 830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed Municipal Code Amendment application PA10-0017, requesting an amendment to the City's Municipal Code, which proposes revisions to Chapter 9.05 of Title 9 to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on July 12, 2011.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on November 30, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The project proposes changes to Permitted Uses Table 9.02.020-1 of the Municipal Code. The proposed Municipal Code Amendment is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

ATTACHMENT 5

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or

center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP / LI[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.

*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

4.2 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Ordinance No. 830
Date Adopted: _____

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

RESOLUTION NO. 2011-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF PLOT PLAN PA08-0097 FOR DEVELOPMENT OF A 937,260 SQUARE FOOT WAREHOUSE DISTRIBUTION FACILITY ON 55 ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of PA08-0097, a plot plan for a 937,260 square foot warehouse distribution facility on 55 acres, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

   FACT: The General Plan encourages a mix of industrial uses to provide a diversified economic base and ample employment opportunities.

   ATTACHMENT 6

   Stated policies require the avoidance of adverse impacts on surrounding properties and the screening of industrial uses to reduce glare, noise, dust, vibrations and unsightly views. The project as designed and conditioned would achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan

MV00115770

and do not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

   FACT: The project site is current zoned BP. The project proposes a Zone Change to LI to allow for a building larger than 50,000 square feet. Subject to approval of the related Zone Change application (PA08-0098) the proposed use will comply with all applicable zoning other regulations. The project is designed in accordance with the provisions of Chapter 9.05 Industrial Districts of the City's Municipal Code.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

   FACT: The proposed 937,260 square warehouse facility as designed and conditioned will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the project in accordance with the provisions of the California Environmental Quality Act (CEQA).

4. Conformance with City Redevelopment Plans – The proposed use conforms with any applicable provisions of any city redevelopment plan.

   FACT: This project is not located within the boundaries of the City of Moreno Valley Redevelopment Project Area, so conformance with applicable provisions of the redevelopment plan is not a requirement.

5. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

   FACT: The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the freeway with BP zone land to the west and Community Commercial zone land to the east. South of the facility on the other side of Fir Avenue/Future Eucalyptus Avenue is vacant RA-2 zone land with tract homes in the RA-2 zone approximately ¾ miles further south. The proposed warehouse distribution facility is a permitted use in both the BP and LI zones, but the size proposed by the project requires a Zone Change and the proximity to the Residential district to the south requires a Municipal Code Amendment to establish a minimum separation or buffering of warehouse facilities over 50,000 square feet from adjacent Residential districts. As designed and conditioned and subject to

approval of the above mentioned Zone Change and Municipal Code Amendment, is compatible with existing and proposed land uses in the vicinity.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA08-0097, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Plot Plan PA08-0097 for a 937,260 square foot warehouse distribution facility on a 55 acre site, based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor of the City of Moreno Valley

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR
PLOT PLAN PA08-0097 FOR A WAREHOUSE DISTRIBUTION FACILITY
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
_X_ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Approval of Plot Plan PA08-0097 is subject to adoption of a Zone Change (PA08-0098) from the Business Park zone to the Light Industrial zone for the project site and adoption of a Municipal Code Amendment (PA10-0017) to establish a minimum buffering/separation from buildings over 50,000 square in area and adjacent residential zoned land.

P2. Plot Plan PA08-0097 has been approved for development of a 937,260 square foot warehouse distribution facility, to be built on a 55 acre site within Assessor's Parcel Numbers 488-330-003 to -006 and -026. The facility includes 173 dock doors and 14,000 square feet of office. Required parking for this use equates to a total of 307 employee/visitor parking spaces and 173 truck/trailer parking spaces.

P3. Development of the warehouse facility is subject to approval of Tentative Parcel Map No. 36207 and the subsequent recordation of this map.

P4. A mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant within 30 days of project approval. No City permit or approval shall be issued until such fee is paid. (CEQA)

P5. Bicycle racks shall be provided at a minimum of five (5) percent of the required vehicular parking and shall be located near the designated office area(s).

P6. The gates into truck loading and parking areas that are within view of a public street shall be of solid metal construction or wrought iron with mesh to screen the interior of the loading area.

P7. This project shall comply with South Coast Air Quality Management District (SCAQMD) rules related to dust generation (Rule 403) and the use of architectural coatings (Rule 1113).

P8. The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.

P9. Screening walls of decorative block or concrete tilt-up construction shall be provided to fully screen the truck loading and parking area for from view from Fir/Eucalyptus Avenue.

P10. Enhanced landscape shall be provided in the planter areas near each driveway and near the office portions of the facilities.

P11. All loudspeakers, bells, gongs, buzzers or other noise attention devices installed on the project site shall be designed to ensure that the noise level at all property lines will be at or below 55 dBA for consistency with the Municipal Code.

P12. Loading or unloading activities shall be conducted from the truck bays or designated loading areas only. (MC 9.10.140, CEQA)

P13. No outdoor storage is permitted on the project site, except for truck and trailer storage in designated areas within the screened truck courts.

P14. If the proposed project requires blasting, it shall be used only as a last resort. In such cases, it shall be approved by the Fire Marshall, and the developer shall comply with the current City ordinance governing blasting. (Ord)

P15. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)

P16. PA08-0097 shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)

P17. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the project site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P18. A drought tolerant, low water using landscape palette shall be utilized throughout the project to the extent feasible.

P19. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

P20. Any signs indicated on the submitted plans are not included with this approval. Any signs proposed for this development shall be designed in conformance with the sign provisions of the Municipal Code or approved sign program, if applicable, and shall require separate application and approval by the Community & Economic Development Department - Planning Division. (MC 9.12.020)

Prior to Issuance of Grading Permits

P21. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P22. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area

will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community & Economic Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

P23. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. (GP Objective 1.5, MC 9.08.080, DG)

P24. (GP) Prior to approval of any grading permit, the developer shall submit for review and approval of a tree plan to the Planning Division. The plan shall identify all mature trees (4 inch trunk diameter or larger) on the subject property, City right-of-way or Caltrans right-of-way. Using the grading plan as a base, the plan shall indicate trees to be relocated, retained, and removed. Replacement trees shall be: shown on the plan; be a minimum size of 24 inch box; and meet a ratio of three replacement trees for each mature tree removed or as approved by the Community Development Director. (GP Objective 4.4, 4.5, DG)

P25. (GP) Prior to approval of any grading permit, local and master-planned multi-use trail easements shall be shown in accordance with the City's Master Trail Plan.

P26. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P27. (GP) For projects abutting State Highway 60, a sixteen foot reservation for future right-of-way shall be provided.

P28. (GP) Prior to approval of any grading permits, plans for any security gate system shall be submitted to the Community Development Department - Planning Division for review and approval.

P29. (GP) If a median is required, then prior to approval of any grading permits, final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P30. (GP) Prior to issuance of any grading permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein.

P31. (GP) Prior to the issuance of grading permits, the grading plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P32. (GP) Prior to the issuance of a grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P33. (GP) Prior to the issuance of grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

P34. (GP) Prior to the issuance of grading permits, a "no touch" area shall be staked along the westerly limit of project development as defined by the scour wall and a City approved Biologist be retained to monitor construction activities to ensure protection and preservation of Channel areas. Upon the completion of the above mitigation measure an on-site grading permit may be issued for project work to commence.

P35. **(GP) Prior to any physical disturbance of any natural drainage course, or any wetland determined to contain riparian vegetation, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to both the Planning Division and the Public Works Department - Land Development Division. (CEQA, State and Federal codes)**

P36. **(GP) Prior to the approval of any precise grading permits, the developer shall submit written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.**

P37. **(GP) Prior to issuance of grading permits, landscape plans (trees, shrubs and groundcover) for basins maintained by an POA or other private entity shall be submitted to the Planning Division for review and approval for the sides and/or slopes. A hydroseed mix with irrigation is acceptable for the bottom of all the basin areas. All detention basins shall include trees, shrubs and groundcover up to the concreted portion of the basin. A solid decorative wall with pilasters, tubular steel fence with pilasters or other fence or wall approved by the Community Development Director is required to secure all water quality and detention basins more than 18 inches in depth.**

P38. **(GP) Prior to issuance of grading permits, the developer shall submit wall/fence plans to the Planning Division for review and approval as follows:**

- **A.** **A maximum 3 foot high decorative wall in lieu of a hedge or berm may be placed in setback areas adjacent to a parking lot.**
- **B.** **Any proposed retaining walls shall also be decorative in nature, while the combination of retaining and other walls on top shall not exceed the height requirement for the specific plan and/or Municipal Code.**
- **C.** **A 14 foot tall solid wall of decorative block with pilasters and a cap or concrete tilt-up construction shall be provided to screen the trucks, parked trailers and the loading areas and loading docks from view from Fir/Eucalyptus Avenue and at the northeast corner of the site.**
- **D.** **Wrought iron/tubular steel fence is required along portions of the northern, western and eastern property lines.**

E. A four foot tall three rail fence to match adjacent trail fencing is required to enclose the basins located along Fir/Eucalyptus Avenue.

F. **An 8 foot tall coated chain link fence is required along the western property line along the Riverside County Flood Control maintenance road.**

Prior to Issuance of Building Permits

P39. (BP) Prior to issuance of building permits, the Community & Economic Development Department - Planning Division shall review and approve the location and method of enclosure or screening of transformer cabinets, commercial gas meters and back flow preventers as shown on the final working drawings. Location and screening shall comply with the following criteria: transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping; multiple electrical meters shall be fully enclosed and incorporated into the overall architectural design of the building(s); back-flow preventers shall be screened by landscaping that will provide complete screening upon maturity. (GP Objective 43.30, DG)

P40. (BP) Prior to issuance of building permits, screening details shall be addressed on plans for roof top equipment and trash enclosures submitted for Community & Economic Development Department - Planning Division review and approval. All equipment shall be completely screened so as not to be visible from public view, and the screening shall be an integral part of the building. For trash enclosures, landscaping shall be included on at least three sides. The trash enclosure, including any roofing, shall be compatible with the architecture for the building(s). (GP Objective 43.6, DG)

P41. (BP) Prior to issuance of building permits, two copies of a detailed, on-site, computer generated, point-by-point comparison lighting plan, including exterior building, parking lot, and landscaping lighting, shall be submitted to the Community & Economic Development Department - Planning Division for review and approval. The lighting plan shall be generated on the plot plan and shall be integrated with the final landscape plan. The plan shall indicate the manufacturer's specifications for light fixtures used and shall include style, illumination, location, height and method of shielding. The lighting shall be designed in such a manner so that it does not exceed 0.5 foot candles illumination beyond at the property line. The lighting level for all parking lots or structures shall be a minimum coverage of one foot-candle of light with a maximum of eight foot-candles. After the third plan check review for lighting plans, an additional plan check fee will apply. (MC 9.08.100, DG)

P42. (BP) Prior to issuance of building permits or as permitted by current City policy, the developer or developer's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), Multi-species Habitat Conservation Plan (MSHCP) mitigation fees, and the City's adopted Development Impact Fees. (Ord)

P43. (BP) Prior to issuance of building permits, final landscaping and irrigation plans shall be submitted to the Community & Economic Development Department - Planning Division for review. All landscape plans shall be approved prior to the release of any building permits for the site. After the third plan check review for landscape plans, an additional plan check fee shall apply. The plans shall be prepared in accordance with the City's Landscape Standards and Specifications and shall include:

A. A landscape berm, hedge or a maximum 3 foot decorative wall is required adjacent to parking areas along public rights-of-way.
B. All finger and end planters shall be included at an interval of one per 12 parking stalls, be a minimum 5' x 16', and include additional 12" concrete step-outs and 6" curbing. (MC9.08.230, City's Landscape Standards)
C. All diamond planters shall be included at an interval of one per 3 parking stalls.
D. Drought tolerant landscape shall be provided. Sod shall be limited to public gathering areas only and not be included along the perimeter of the project site.
E. On site trees shall be planted at an equivalent of one (1) tree per thirty (30) linear feet of building dimension. Trees may be massed for pleasing aesthetic effects.
F. **Enhanced landscaping shall be included at all driveway and corner locations as well as along Highway 60 to provide proper screening of trucks.**
G. All site perimeter and parking lot landscape and irrigation shall be installed prior to the release of certificate of any occupancy permits for the site or pad in question.
H. The review of all utility boxes, transformers etc. shall be coordinated to provide adequate screening from public view. (Landscape Guidelines)
I. Landscaping on three sides of trash enclosures shall be provided.
J. **Dense landscape (spacing of one tree per 20 feet) shall be placed in front of the wall along all designated yard areas and vines shall be planted at the base of the wall and be directed along said wall.**
K. **A minimum size of 24" box mature trees shall be placed along the freeway or northern elevations of the building. Trees shall be in a double row or closely spaced as shown on the preliminary landscape plan?**
L. **Minimum 24 inch box Eucalyptus Nicholii shall be used for the street trees along the Eucalyptus Avenue frontage. Spacing of trees shall be limited to 80 foot on center for parkways and medians in sight line distance areas noted on the plans; however trees to the equivalency of 40 foot on center shall be planted in the parkway for the entire site. Additional denser parkway tree placement (between 25 to 30 feet on center) would be required for areas outside of the line of sight. A preferred alternative to placing trees only on the designated parkway landscape areas would be to widen the four foot landscape separation between the sidewalk and trail to 8 feet and reduce the parkway landscape to 8 feet in site line distance areas to provide additional trees within the designated line of sight areas alternating at 80 foot spacing to**

achieve the overall 40 foot spacing requirement.

M. **Focal entries of the site on Eucalyptus Avenue are void of trees and or shrubs on the preliminary landscape plan and they shall be shown on the plans, or alternatively document on the landscape and tree plans that the equivalency of one tree per 30 linear feet of building dimension visible from the parking lot and all public rights of away in addition to on tree per 30 linear feet of parking lot adjacent to the interior property is being met.**

N. **The design of all swales and basins that are visible from the public right-of-way shall be integrated with the surrounding landscape areas.**

P44. (BP) Prior to the issuance of building permits, the landscape plans shall include landscape treatment for trash enclosures located outside of a truck court, to include landscape on three sides, and trash enclosures shall include decorative enhancements such as an enclosed roof and other decorative features that are consistent with the architecture of the proposed commercial buildings on the site, subject to the approval of the Community & Economic Development Director.

P45. (BP) Prior to the issuance of building permits, all fences and walls required or proposed on site, shall be approved by the Community & Economic Development Director. (MC 9.08.070)

P46. (BP) Prior to the issuance of building permits, downspouts will be interior to the building, or if exterior, integrated into the architecture of the building to include compatible colors and materials to the satisfaction of the Community & Economic Development Director.

P47. (BP) Prior to the issuance of building permits the building site plan shall include decorative concrete or pavers for all driveway ingress/egress locations for the project.

P48. (BP) Prior to issuance of building permits for a final map for Tentative Parcel Map No. 36207 (PA09-0022) must be approved and recorded and all conditions of approval related to the parcel map must be satisfied.

P49. (BP) Prior to issuance of any building permits, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA)

<u>Prior to Issuance of Certificate of Occupancy or Building Final</u>

P50. (CO) Prior to issuance of any Certificates of Occupancy or building final, mitigation measures contained in the Mitigation Monitoring Program approved with this project shall be implemented as provided therein. (CEQA) (Advisory)

P51. (CO) Prior to the issuance of Certificates of Occupancy or building final, all required and proposed fences and walls shall be constructed according to the approved plans on file in the Community & Economic Development Department – Planning Division. (MC 9.080.070).

P52. (CO) Prior to issuance of Certificate of Occupancy or building final, installed landscaping and irrigation shall be reviewed by the Community & Economic Development Department - Planning Division. The landscaping shall be installed in accordance with the City's Landscape Standards and the approved landscape plans.

P53. (CO) All rooftop equipment shall be appropriately screened and not visible from the Highway 60 or Eucalyptus/Fir Avenue rights of way.

MITIGATION MEASURES

P54. MM 4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

P55. MM 4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:
• Install a traffic signal;
• Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and
• Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.

P56. MM 4.2.3 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct an eastbound right-turn lane and re-stripe the shared left-or-righ turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way from the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P57. MM 4.2.4 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Coordinate traffic signal timing with the signal at the intersection of Moreno Beach Drive at SR-60 Eastbound Ramps.

P58. MM 4.2.5 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);

• Construct a second northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way on the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection; and
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection.

P59. MM 4.2.6 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct a second northbound through lane for a northbound lane configuration of one left turn lane and two through lanes. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and restriping of all lanes on the south leg of the intersection;
• Construct a second southbound through lane, for a southbound lane configuration of one left-turn lane and two through lanes. These improvements would require the dedication of right-of-way on the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct an eastbound right-turn lane and re-stripe the shared left-or-right turn lane as an exclusive left-turn lane, for an eastbound lane configuration of one left-turn lane and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P60. MM 4.2.7 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a northbound left-turn lane with 200 feet of storage and a second through lane, for a northbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection.
• Construct a southbound left-turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound Ramps, a second through lane, and a right-turn lane with overlap phasing and a pocket length that is the full length of the segment, for a southbound lane configuration of two left-turn lanes, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing to this right-turn lane will be added when determined appropriate by the City Traffic Engineer,
• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require

the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.

- **Construct a westbound left-turn lane, a second through lane, and a right-turn lane with overlap phasing, providing 200 feet of storage for both the left-turn and right-turn lanes, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through fair share fee participation.**

P61. MM 4.2.8 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane. Quincy Street should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction;
• Construct an eastbound shared through-or-right-turn lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction; and
• Construct a westbound left-turn lane and through lane. The Fir (future Eucalyptus) Avenue extension should be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P62. MM 4.2.9 Moreno Beach Drive at SR-60 Eastbound Ramps Improvements:
• Construct the SR-60 eastbound on- and off-ramps, designed as a standard diamond and consistent with the proposed SR-60 Freeway/Moreno Beach Drive interchange design, and install a traffic signal at the new intersection;
• Construct a third northbound through lane, for a northbound lane configuration of three through lanes and a right-turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;
• Construct the SR-60 eastbound off-ramp with an eastbound lane configuration of one left-turn lane and dual right-turn lanes; and
• Construct the SR-60 eastbound on-ramp on Moreno Beach Drive with a minimum of two travel lanes.

P63. MM 4.2.10 Moreno Beach Drive at SR-60 Westbound Ramps Improvements:
• Construct a second northbound through lane, for a northbound lane configuration of two through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection;

• In addition to the planned on-ramp for southbound vehicles which is part of the future SR-60/Moreno Beach Drive interchange design, a second southbound through lane and a right-turn lane, for a southbound lane configuration of two through lanes and a right-turn lane. These improvements would require dedication on the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection;
• Construct the SR-60 westbound on-ramp for vehicles traveling southbound on Moreno Beach Drive with a minimum of one travel lane; and
• Construct a second westbound left-turn lane, for a westbound lane configuration of two left-turn lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection.

P64. MM 4.2.11 Moreno Beach Drive at Fir (future Eucalyptus) Avenue Improvements:
• Construct dual northbound left-turn lanes and re-stripe the northbound right-turn lane as a shared through-or-right turn lane for a northbound lane configuration of two left-turn lanes, two through lanes and a shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Moreno Beach Drive and re-striping of all lanes on the south leg of the intersection. Restriping of the northbound right-turn lane as a shared through-or-right turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation;
• Construct a southbound left-turn lane and a right-turn lane with overlap phasing, for a southbound lane configuration of two left-turn lanes, three through lanes and a right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the west side of Moreno Beach Drive and re-striping of all lanes on the north leg of the intersection, and would be funded through fair share fee participation;
• Construct the new eastbound leg of this intersection with dual left-turn lanes, a through lane, and a shared through-or-right-turn lane. Construction of one eastbound left-turn lane, the eastbound through lane, and the eastbound shared through-or-right-turn lane would be funded through participation in the DIF Program. Remaining improvements would be funded through fair share fee participation; and
• Construct a westbound through lane and implement overlap phasing on the right-turn movement, for a westbound lane configuration of one left-turn lane, two through lanes, and a right-turn lane with overlap phasing. This improvement would be funded through fair share fee participation.

P65. MM 4.2.12 Quincy Street at Fir (future Eucalyptus) Avenue Improvements:
• Install a stop-control on the south leg of the intersection;
• Construct a northbound shared left-or-right-turn lane;
• Construct the eastbound approach of the Fir (future Eucalyptus) Avenue extension with a through lane and a shared through-or-right-turn lane; and

• Construct the westbound approach of the Fir (future Eucalyptus) Avenue extension with a left-turn lane, a through lane, and a shared through-or-right-turn lane.

P66. MM 4.2.13 Redlands Boulevard at SR-60 Westbound Ramps Improvements:
• Install a traffic signal (a TUMF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.1);
• Construct a northbound through lane and a right-turn lane with overlap phasing, for a northbound lane configuration of one left-turn lane, two through lanes and one right-turn lane with overlap phasing. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection;
• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of two left-turn lanes and a through lane, and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Construct a westbound left-turn lane and a right-turn lane, for a westbound lane configuration of one left-turn lane, one shared left-through lane and a right-turn lane. These improvements would require the dedication of right-of-way from the north side of the SR-60 Westbound Ramps and re-striping of all lanes on the east leg of the intersection. The traffic signal noted above will be constructed by the Project pursuant to Mitigation Measure 4.2.1.

P67. MM 4.2.14 Redlands Boulevard at SR-60 Eastbound Ramps Improvements:
• Construct two northbound through lanes, for a northbound lane configuration of one left-turn lane and three through lanes, with the pocket length for the northbound left-turn lane at the full length of the segment. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and restriping of all lanes on the south leg of the intersection;
• Construct two southbound through lanes, for a southbound lane configuration of two through lanes and a shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard and re-striping of all lanes on the north leg of the intersection; and
• Re-stripe the shared eastbound left-or-right-turn lane as an exclusive left-turn lane, for an eastbound lane configuration of two left-turn lanes and one right-turn lane. These improvements would require the dedication of right-of-way on the south side of the SR-60 Eastbound Ramps and re-striping of all lanes on the west leg of the intersection.

P68. MM 4.2.15 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements:
• Install a traffic signal (a DIF improvement to be constructed by the Project pursuant to Mitigation Measure 4.2.2);
• Construct a left-turn lane with 200 feet of storage and a second through lane for a northbound lane configuration of one left-turn lane, one through lane and one shared through right-turn lane. These improvements would require the

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dedication of right-of-way from the east side of Redlands Boulevard. Restriping of all lanes on the south leg of the intersection, and construction of the northbound through lane would be funded through participation in the TUMF Program. Remaining improvements would be funded through participation in the DIF Program;

• Construct a southbound left turn lane with 250 feet of storage, a second left-turn lane that extends back to the SR-60 Eastbound ramps, a second through lane and a right turn lane with overlap phasing for a southbound lane configuration of two left turn lanes, two through lanes and one right turn lane with overlap phasing, with a right turn pocket length that extends the full length of the segment. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program. Construction of one southbound left-turn lane would be funded through participation in the DIF program. The noted right-turn southbound lane would be constructed by the Project pursuant to Mitigation Measure 4.2.2. Overlap phasing for this right-turn lane will be added when determined appropriate by the City Traffic Engineer, and will be funded through fair share fee participation. Remaining improvements would also be funded through fair share fees;

• Construct dual eastbound left-turn lanes with 300 feet of storage and a second through lane, for an eastbound lane configuration of two left-turn lanes, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the west leg of the intersection. A single eastbound turn lane with 300 feet of storage will be constructed by the Project under Opening Year Ambient Conditions pursuant to Mitigation Measure 4.2.2.; and

• Construct a westbound left-turn lane, one through lane, and a right-turn lane with overlap phasing, for a westbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane with overlap phasing [these improvements would require the dedication of right-of-way from the north side of Fir (future Eucalyptus) Avenue, and restriping of all lanes on the east leg of the intersection]. Construction of the westbound left and through lanes would be funded through participation in the DIF Program; remaining improvements would be funded through participation in the fair share fee assessments.

P69. MM 4.2.16 Redlands Boulevard at Eucalyptus (future Encilia) Avenue Improvements:

• Install a traffic signal. This improvement would be funded through participation in the DIF Program;

• Construct a northbound left-turn lane and a shared through-or-right-turn lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard and re-striping of all lanes on the south leg of the intersection. Construction of the northbound left-turn lane would be funded through participation in the DIF

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Program; remaining improvements would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane, a through lane, and a right-turn lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF program;

• Re-stripe the eastbound right-turn lane as a through lane and construct an additional shared through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Eucalyptus (future Encilia) Avenue and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Eucalyptus (future Encilia) Avenue, and the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P70. MM 4.2.17 Redlands Boulevard at Cottonwood Avenue Improvements:

• Construct a northbound through lane, for a northbound lane configuration of one left-turn lane, one through lane and one shared through-or-right turn lane. These improvements would require the dedication of right-of-way from the east side of Redlands Boulevard, and the re-striping of all lanes on the south leg of the intersection, and would be funded through participation in the TUMF Program;

• Construct a southbound left-turn lane and a through lane, for a southbound lane configuration of one left-turn lane, two through lanes, and one right-turn-lane. These improvements would require the dedication of right-of-way from the west side of Redlands Boulevard, and the restriping of all lanes on the north leg of the intersection. Construction of the southbound through lane would be funded through participation in the TUMF Program; remaining improvements would be funded through participation in the DIF Program;

• Re-stripe the eastbound right-turn lane as a through lane, and construct an additional through-or-right-turn lane, for an eastbound lane configuration of one left-turn lane, one through lane, and one shared through-or-right-turn lane. These improvements would require the dedication of right-of-way from the south side of Cottonwood Avenue, and the re-striping of all lanes on the west leg of the intersection, and would be funded through participation in the DIF Program; and

• Construct the westbound approach with one left-turn lane, one through lane, and one shared through-or-right-turn-lane. These improvements would require the dedication of right-of-way from the north side of Cottonwood Avenue, and

the re-striping of all lanes on the east leg of the intersection, and would be funded through participation in the DIF Program.

P71. MM 4.2.18 Quincy Street south of Fir (future Eucalyptus) Avenue Improvements:
• Construct Quincy Street south of Eucalyptus Avenue as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P72. MM 4.2.19 Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary and Fir (future Eucalyptus) east of Redlands Boulevard Improvements:
• Construct the Fir (future Eucalyptus) Avenue extension from the current terminus near the Auto Mall to Quincy Street, and connecting to Fir (future Eucalyptus) Avenue at the westerly project boundary. Continue Fir (future Eucalyptus) Avenue east of Redlands Boulevard. Fir (future Eucalyptus) Avenue is to be constructed as a two-lane undivided roadway with a minimum of one travel lane in each direction.

P73. MM 4.3.1 Consistent with URBEMIS modeling inputs and to effect implementation of SCAQMD Rule 403, the following measures shall be incorporated :
• All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
• The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
• The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.
• Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.
• Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more).
• In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

P74. MM 4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to

manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law).

P75. MM 4.3.3 The contractor shall ensure use of low-sulfur diesel fuel in construction equipment as required by the California Air Resources Board (CARB) (diesel fuel with sulfur content of 15 ppm by weight or less).

P76. MM 4.3.4 Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

P77. MM 4.3.5 In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

P78. MM 4.3.6 During Project construction, existing electrical power sources (e.g., power poles) shall be utilized to power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.

P79. MM 4.3.7 The Applicant shall use "Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.

P80. MM 4.3.8 Grading plans, construction specifications and bid documents shall also include the following notations:

- **Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;**
- **Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;**
- **Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;**
- **The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;**
- **The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;**
- **High pressure injectors shall be provided on diesel construction equipment where feasible;**
- **Engine size of construction equipment shall be limited to the minimum**

practical size;
• Substitute gasoline-powered for diesel powered construction equipment where feasible;
• Use electric construction equipment where feasible;
• Install catalytic converters on gasoline-powered equipment where feasible;
• Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;
• Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;
• Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;
• All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

P81. MM 4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM10 (fugitive dust) generation or other construction-related air quality issues.

P82. MM 4.3.10 All Project entrances shall be posted with signs which state:
• Truck drivers shall turn off engines when not in use;
• Diesel delivery trucks servicing the Project shall not idle for more than three (3) minutes; and
• Telephone numbers of the building facilities manager and CARB, to report violations.
These measures shall be enforced by the on-site facilities manager (or equivalent).

P83. MM 4.3.11 Buildings shall surpass incumbent California Title 24 Energy Efficiency performance standards by a minimum of 20 percent for water heating and space heating and cooling. Verification of increased energy efficiencies shall be documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Any combination of the following design features may be used to fulfill this mitigation measure provided that the total increase in efficiency meets or exceeds 20 percent.
• Increase in insulation such that heat transfer and thermal bridging is minimized;
• Limit air leakage through the structure or within the heating and cooling distribution system to minimize energy consumption;
• Incorporate dual-paned or other energy efficient windows;
• Incorporate energy efficient space heating and cooling equipment;
• Interior and exterior energy efficient lighting which exceeds the California Title 24 Energy Efficiency performance standards shall be installed, as deemed acceptable by the City of Moreno Valley. Automatic devices to turn off lights

when they are not needed shall be implemented;
• To the extent that they are compatible with landscaping guidelines established by the City of Moreno Valley, shade producing trees, particularly those that shade buildings and paved surfaces such as streets and parking lots and buildings shall be planted at the Project site.
• Paint and surface color palette for the Project shall emphasize light and off-white colors which will reflect heat away from the buildings.
All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design.

P84. MM 4.3.12 The Project shall be designed to facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills by providing easily accessible areas that are dedicated to the collection and storage of recyclable materials including: paper, cardboard, glass, plastics, and metals. Locations of proposed recyclable materials collection areas are subject to review and approval by the City. Prior to Final Site Plan approval, locations of proposed recyclable materials collection areas shall be delineated on the Project Site Plan.

P85. MM 4.3.13 GHG emissions reductions measures shall also include the following:
• The Project shall provide secure, weather-protected on-site bicycle storage/parking consistent with City of Moreno Valley requirements;
• The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;
• The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.
• Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);
• The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information; The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;
• The Project shall provide at least two electric vehicle charging stations.

Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.

- **Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:**
  - **Implementation of compressed workweek schedules;**
  - **SmartWay partnership;**
  - **Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.**
  - **Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.**
  - **Use of fleet vehicles conforming to 2010 air quality standards or better.**
  - **Installation of catalytic converters on gasoline-powered equipment.**
  - **Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;**
  - **Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;**
  - **Provision of preferential parking for EV and CNG vehicles;**
  - **Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;**
  - **Use of electric (instead of diesel or gasoline-powered) yard trucks;**
  - **Use of SmartWay 1.25 rated trucks.**

P86. MM 4.4.1 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that during all Project site construction, construction contractors shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers, consistent with manufacturers' standards. And further that the construction contractor shall place all stationary construction equipment so that emitted noise is directed away from off-site receptors nearest the Project site. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P87. MM 4.4.2 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that the construction contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and off-site receptors nearest the Project site during all Project construction. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P88. MM 4.4.3 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that construction activities, including haul truck operations, shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Friday. No Project-related construction activities shall occur on weekends or Federal holidays. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings. The statement in the plans and specifications shall be reviewed and approved by the City of Moreno Valley Planning Department, or their designee.

P89. MM 4.4.4 Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.

P90. MM 4.5.1 Prior to the issuance of building permits, the Project Applicant shall contribute funding toward the acquisition of new water supplies, new treatment or recycled water facilities, and water efficiency measures for existing customers to develop new water supplies. The extent of additional funding shall be determined by the EMWD and may take the form of a new component of connection fees or a separate charge.

P91. MM 4.5.2 The Applicant shall install water efficient devices and landscaping according to the requirements of EMWD's water use efficiency ordinance(s) effective at the time of Project construction.

P92. MM 4.5.3 The Applicant shall meet with EMWD staff at the earliest feasible date to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water facilities requirements to serve the Project, to be constructed by the Applicant.

P93. MM 4.5.4 Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008. The Project Applicant shall maintain communication with EMWD on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA. The demand for the Project will not be considered in assessments for future projects, and the assessment provided within the Project WSA shall be considered invalid.

P94. MM 4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/or record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays, consistent with the requirements of California Public Resources Code Section 21083.2. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.

P95. MM 4.7.2 Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, all recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/ historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

P96. MM 4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- **Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontological resources by a qualified paleontological monitor or his/her representative must take place;**
- **A paleontological mitigation-monitoring plan shall be developed before grading begins;**
- **Paleontological monitors shall be equipped to salvage and/or record the location of fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;**
- **Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and**
- **Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources**

P97. MM 4.8.1 Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.

P98. MM 4.8.2 Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

P99. MM 4.8.3 Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

P100. MM 4.8.4 Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.

P101. MM 4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

• A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;

• A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and

• Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas

temporarily disturbed by construction and regular maintenance and monitoring activities to ensure the success of the mitigation plan; and

• Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.

P102. MM 4.8.6 If possible, all vegetation removal activities shall be scheduled from August 1 to February 1, which is outside the general avian nesting season. This would ensure that no active nests would be disturbed and that removal could proceed rapidly. If vegetation is to be cleared during the nesting season (February 15 – July 31), all suitable habitat will be thoroughly surveyed for the presence of nesting birds within 72 hours prior to clearing. All surveys shall be performed by a qualified Project biologist to be retained by the Applicant and vetted by the City. The survey results shall be submitted by the Project Applicant to the Planning Division. If any active nests are detected, the nest(s) shall be flagged in the field and mapped on the construction plans along with a minimum 50-foot buffer and up to 300 feet for raptors, with the final buffer distance to be determined by the Project biologist. The buffer area shall be avoided until the nesting cycle is complete or it is determined that the nest has failed. In addition, the Project biologist will be present on the site to monitor vegetation removal to ensure that any nests, which were not detected during the initial survey, are not disturbed.

P103. MM 4.8.7 Within 30 days of site clearing activities, a pre-construction burrowing owl survey shall be conducted to document the presence/absence of any occupied owl burrows. Any owls present shall be passively or actively relocated following CDFG approved protocols, and with CDFG permission, prior to commencement of clearing. The survey shall be submitted to the Planning Division prior to issuance of a grading permit.

<u>Building and Safety Division</u>

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the

Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

SCHOOL DISTRICT

S1. (BP) Prior to issuance of building permits, the developer shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. (BP) Prior to the issuance of building permits, the developer shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all commercial buildings shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;

f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and
h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact

Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Grading Plan Approval or Grading Permit

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries. For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or

ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.

b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.

e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The

drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

d. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.

e. Any necessary corner cutback right-of-way dedications per City Standard 208.

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.

LD67. Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.

LD68. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).

LD69. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.

LD70. Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.

LD71. Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

c. The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.

d. A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.

e. A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.

f. An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.

g. Corner cutback right-of-way dedications per City Standard 208.

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. **Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

b. **Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5 foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

c. **"A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.**

d. **The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.**

e. **Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.**

f. **The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.**

LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. **Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).**

b. **Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs**

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.

d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of*

Moreno Valley Public Works Department Landscape Design Guidelines. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

Prior to Certificated of Occupancy or Building Final

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

Prior to Acceptance of Streets Into The City-maintained Road System

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements

shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

- **a.** Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.
- **b.** The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.
- **c.** All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under <u>no</u> circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

RESOLUTION NO. 2011-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FOR APPROVAL OF TENTATIVE PARCEL MAP 36207 (PA09-0022) TO COMBINE THE EXISTING FIVE PARCELS LOCATED WITHIN THE PROJECT SITE INTO A SINGLE 55 ACRE PARCEL.

WHEREAS, the applicant, Ridge Rancho Belago, LLC, has filed an application for the approval of Tentative Parcel Map No. 36207 (PA09-0022), to combine the existing five parcels located within the project site into a single 55 acre, as described in the title of this Resolution.

WHEREAS, on July 12, 2011, the City Council held a public hearing to consider the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on July 12, 2011, including written and oral staff reports, and the record from the public hearing, this Planning Commission hereby specifically finds as follows:

ATTACHMENT 7

MV00115836

1. Conformance with General and Specific Plans – That the proposed land division is consistent with applicable general and specific plans.

   FACT: The proposed tentative parcel map is consistent with the General Plan designation of Business Park for the project site. The proposed parcel map will combine the existing five parcels located within the project site into a single 55 acre parcel. The proposed land division is consistent with existing goals, objectives, policies and programs of the general plan.

2. Design Conformance with General and Specific Plans – That the design or improvement of the proposed land division is consistent with applicable general and specific plans.

   FACT: The tentative parcel map as designed and conditioned will provide improvements that are consistent with the requirements of the project site's General Plan land use designation of Business Park.

3. Physically Suitable for Proposed Development – That the site of the proposed land division is physically suitable for the type of development.

   FACT: The project site is comprised of multiple vacant rectangular shaped parcels that are mostly flat. The project is located on the south side of State Route 60 and east of the Moreno Valley Auto Mall. Land uses to the north include the adjacent freeway with Office zoned land north of the freeway. Land uses to the east include a mix of vacant Business Park, and residential zoned land. Land uses to the east include vacant Community Commercial zoned land. Land uses to the south include vacant RA-2 zone land on the other side of Fir Avenue/Future Eucalyptus Avenue with developed tract homes located approximately ¾ miles to the south. Overall, the project site is well suited for future development of industrial land uses.

4. Physically Suitable for Proposed Density – That the site of the proposed land division is physically suitable for the proposed density of the development.

   FACT: The project site is mostly flat and at grade along Fir Avenue/Future Eucalyptus Avenue. The parcel map is designed in accordance with the provisions of the City's Municipal Code. The project site is physically suitable for the subdivision.

MV00115837

5. Protection of Fish or Wildlife Habitat – That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

   FACT: A Final EIR has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA), concluding that with mitigation and as conditioned and designed, the proposed subdivision would result in less than significant impacts to Fish and Wildlife resources. The project has also been determined to be consistent with the Multiple Species Habitat Conservation Plan (MSHCP).

6. Health, Safety and Welfare – That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems.

   FACT: As conditioned, the proposed parcel map would not cause serious public health problems. The Eastern Municipal Water District will provide water and sewer services to the project site. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

7. Easements – That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

   FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility and storm drain easements.

8. Consistent with Applicable City Ordinances – That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

   FACT: The tentative parcel map is designed in accordance with the provisions of the City's Municipal Code.

9. Passive or Natural Heating and Cooling – That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The design of this parcel map, to the extent feasible, allows solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

10. Regional Housing – That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The project does not propose housing. The project would not increase the demand for housing beyond that anticipated in the City's Housing Element or the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, the project and/or its tenants and employees will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide landscape maintenance as well as police, fire and other public services.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PA09-0022, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2011-_____, APPROVING Tentative Parcel Map No. 36207 (PA09-0022) to combine the existing five parcels located within the project site into a single 55 acre, subject to the attached conditions of approval included as Exhibit A.

MV00115840

APPROVED AND ADOPTED this _____ day of _____, 2011.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

MV00115841

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of_____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

_____

CITY CLERK

(SEAL)

MV00115842

CITY OF MORENO VALLEY
CONDITIONS OF APPROVAL FOR PA09-0022
TENTATIVE PARCEL MAP NO. 36207
ASSESSOR'S PARCEL NUMBERS: 488-330-003 TO -006 AND -026

APPROVAL DATE:
EXPIRATION DATE:

_X_ Planning (P), including Building (B), School District (S), Post Office (PO)
_X_ Fire Prevention Bureau (F)
_X_ Public Works – Land Development (LD)
_X_ Public Works – Special Districts (SD)
_X_ Public Works – Transportation Engineering (TE)
_X_ Public Works – Moreno Valley Utilities (MVU)
___ Parks & Community Services (PCS)
_X_ Police (PD)

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Planning Division

P1. Tentative Parcel Map No. 36207 is approved for the purposes of re-configuring the existing five parcels located within the project site and creating a single 55 acre parcel with lettered lots for a storm drain channel and a future off-ramp for State Route 60.

P2. Development within Tentative Parcel Map No. 36207 shall be under separate review and approval of a plot plan or a conditional use permit application(s) and shall be subject to the requirements of the City's Municipal Code.

P3. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.

P4. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

EXHIBIT A

MV00115843

P5. The site shall be developed in accordance with the approved tentative map on file in the Community & Economic Development Department -Planning Division, the Municipal Code regulations, General Plan, the Moreno Valley Industrial Area Plan and the conditions contained herein. (MC 9.14.020)

P6. All undeveloped portions of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P7. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Issuance of Grading Permits

P8. (GP) Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P9. (GP) All site plans, grading plans, landscape and irrigation plans, fence/wall plans, lighting plans and street improvement plans shall be coordinated for consistency with this approval.

P10. (GP) If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person (meeting the Secretary of the Interior's standards (36CFR61)) shall be consulted by the applicant to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains are potentially Native American, the California Native American Heritage Commission and any and all affected Native American Indians tribes such as the Morongo Band of Mission Indians or the Pechanga Band of Luiseno Indians shall be notified and appropriate measures provided by State law shall be implemented. (GP Objective 23.3, DG, CEQA).

MV00115844

P11. (GP) Prior to the issuance of grading permits, final erosion control landscape and irrigation plans for all cut or fill slopes over 3 feet in height shall be submitted to the Planning Division for review and approval for the phase in process. This shall include slopes associated with swales and basins. The plans shall be designed in accordance with the slope erosion plan as required by the City Engineer for that phase. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring. Graded slopes shall have variations that do not exceed 2:1 (GP Objective 1.5, MC 9.08.080, DG)

P12. (GP) Prior to approval of any grading permits, any required final median enhancement/landscape/irrigation plans shall be submitted to the Community Development Department - Planning Division and Public Works Department – Special Districts for review and approval by each division. Timing of installation shall be determined by PW- Special Districts. (GP - Circulation Master Plan)

P13. (GP) Prior to the issuance of a precise grading permit, the plan shall show decorative concrete pavers for all driveway ingress/egress locations of the project. Accessible pedestrian pathways interior to the site cannot be painted. If delineation is necessary, then an alternative material is required.

P14. (GP) Prior to the issuance of a precise grading permit, all required planter areas, curbs, including twelve-inch concrete step outs, and required parking space striping shall be shown on the precise grading plan.

P15. (GP) Prior to the issuance of any grading permits, the following burrowing owl survey requirements shall be incorporated into the grading plans in accordance with the Riverside County Multi-Species Habitat Conservation Plan: Within 30 days of and prior to disturbance, a burrowing owl focused survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval.

<u>Prior to Recordation of Final Map</u>

P16. (R) Prior to final map recordation, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to the Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to all intent and purpose of the subdivision approval. (MC 9.14.080)

MV00115845

Building and Safety Division

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other city ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building Department as a separate submittal.

COMMERCIAL, INDUSTRIAL, MULTI-FAMILY PROJECTS INCLUDING CONDOMINIUMS, TOWNHOMES, DUPLEXES AND TRIPLEX BUILDINGS REQUIRE THE FOLLOWING:

Prior to final inspection, all plans will be placed on a CD Rom for reference and verification. Plans will include "as built" plans, revisions and changes. The CD will also include Title 24 energy calculations, structural calculations and all other pertinent information. It will be the responsibility of the developer and or the building or property owner(s) to bear all costs required for this process. The CD will be presented to the Building Department for review prior to final inspection and building occupancy. The CD will become the property of the Moreno Valley Building Department at that time. In addition, a site plan showing the path of travel from public right of way and building to building access with elevations will be required.

B2. (BP) Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as a portion of the building or demolition permit process.

FIRE PREVENTION BUREAU

1. **Prior to building permits being issued, the applicant shall complete the proposed pipeline improvements shown on EMWD WO#12713. These improvements include proposed pipeline additions on site and off.**
2. The following Standard Conditions shall apply.

With respect to the conditions of approval, the following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

MV00115846

F2. The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B and Table B105.1. The applicant/developer shall provide documentation to show there exists a water system capable of delivering 4000 GPM for 4 hour(s) duration at 20-PSI residual operating pressure. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. (CFC 508.3, Appendix B and MVMC 8.36.100 Section D) A 50% reduction in fire flow was granted for the use of fire sprinklers throughout the facility. The reduction shall only apply to fire flow; hydrant spacing shall be per the fire flow requirements listed in CFC Appendix B and C prior to credits being granted.

F3. Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off super enhanced fire hydrants (6" x 4" x 4" x 2 ½") shall not be closer than 40 feet and more than 150 feet from any portion of the building as measured along approved emergency vehicular travel ways. The required fire flow shall be available from any adjacent fire hydrant(s) in the system. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, super or enhanced fire hydrants as determined by the fire code official shall be provided at spacing not to exceed 500 feet of frontage for transportation hazards. (CFC 508.5.7 & MVMC 8.36.050 Section O and 8.36.100 Section E)

F4. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F5. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F6. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less than or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F7. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F8. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F9. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F10. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F11. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F12. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F13. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F14. Prior to issuance of Certificate of Occupancy or Building Final, all <u>commercial buildings</u> shall display street numbers in a prominent location on the street side and rear access locations. The numerals shall be a minimum of twelve (12) inches in height for buildings and six (6) inches in height for suite identification on a contrasting background. Unobstructed lighting of the address(s) shall be by means approved by the Fire Prevention Bureau and Police Department. In

MV00115848

multiple suite centers (strip malls), businesses shall post the name of the business on the rear door(s). (CFC 505.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F16. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire alarm system monitored by an approved Underwriters Laboratory listed central station based on a requirement for monitoring the sprinkler system, occupancy or use. Fire alarm panel shall be accessible from exterior of building in an approved location. Plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9 and MVMC 8.36.070)

F17. Prior to issuance of a Certificate of Occupancy or Building Final, a "Knox Box Rapid Entry System" shall be provided. The Knox-Box shall be installed in an accessible location approved by the Fire Chief. The Knox-Box shall be supervised by the alarm system and all exterior security emergency access gates shall be electronically operated and be provided with Knox key switches for access by emergency personnel. (CFC 506.1)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall be responsible for obtaining underground and/or above ground tank permits for the storage of combustible liquids, flammable liquids, or any other hazardous materials from both the County of Riverside Community Health Agency Department of Environmental Health and the Fire Prevention Bureau. (CFC 3401.4 and 2701.5)

F19. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F20. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F21. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F22. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F23. A permit is required to maintain, store, use or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permits shall not be construed as authority to violate, cancel or set aside any of the provisions of this code. Such permit shall not take the place of any license required by law. Applications for permits shall be made to the Fire Prevention Bureau in such form and detail as prescribed by the Bureau. Applications for permits shall be accompanied by such plans as required by the Bureau. Permits shall be kept on the premises designated therein at all times and shall be posted in a conspicuous location on the premises or shall be kept on the premises in a location designated by the Fire Chief. Permits shall be subject to inspection at all times by an officer of the fire department or other persons authorized by the Fire Chief in accordance with Appendix Chapter 1 and MVMC 8.36.100.

F24. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14 & CBC Chapter 33)

F25. Prior to issuance of Certificate of Occupancy, permits are required to store, dispense, use or handle hazardous material. Each application for a permit shall include a hazardous materials management plan (HMMP). The location of the HMMP shall be posted adjacent to (other) permits when an HMMP is provided. The HMMP shall include a facility site plan designating the following:

a) Storage and use areas;
b) Maximum amount of each material stored or used in each area;
c) Range of container sizes;
d) Locations of emergency isolation and mitigation valves and devises;
e) Product conveying piping containing liquids or gases, other than utility-owned fuel gas lines and low-pressure fuel gas lines;
f) On and off positions of valves for valves which are of the self-indicating type;
g) Storage plan showing the intended storage arrangement, including the location and dimensions of aisles. The plans shall be legible and

approximately to scale. Separate distribution systems are allowed to be shown on separate pages; and

h) Site plan showing all adjacent/neighboring structures and use.

NOTE: Each application for a permit shall include a hazardous materials inventory statement (HMIS).

F26. Before a Hazardous Materials permit is issued, the Fire Chief shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used. In instances where laws or regulations are enforceable by departments other than the Fire Prevention Bureau, joint approval shall be obtained from all departments concerned. (CFC Appendix H)

F27. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F28. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F29. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F30. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F31. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F32. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

F33. Prior to construction, all traffic calming designs/devices must be approved by the Fire Marshal and City Engineer.

MV00115851

PUBLIC WORKS DEPARTMENT – LAND DEVELOPMENT DIVISION

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map and plot plan correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

MV00115852

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

(a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

(b) Observance of working hours as stipulated on permits issued by the Public Works Department.

(c) The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.

(d) All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110). Prior to approval of the related improvement or grading plans, the developer shall submit the

MV00115853

approved drainage study, on compact disk, in (.pdf) digital format to the Land Development Division of the Public Works Department.

LD9. (G) Prior to final map approval, commencing applicable street improvements, or obtaining the first building permit, the developer shall enter into a Development Impact Fee (DIF) Improvement Credit Agreement to secure credit and reimbursement for the construction of applicable arterial street, traffic signal, and/or interchange improvements. If the developer fails to complete this agreement prior to the timing as specified above, no credits or reimbursements will be given. The applicant shall pay Arterial Streets, Traffic Signals, and Interchange Improvements development impact fees adopted by the City Council by resolution. (Ord. 695 § 1.1 (part), 2005) (MC 3.38.030, .040, .050)

LD10. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD11. (G) Upon approval of the tentative tract map and plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

~~Prior to Grading Plan Approval or Grading Permit~~

LD12. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD13. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.

b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.

MV00115854

c. A grading permit shall be obtained from the Public Works Department Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.

d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)

e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD14. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD15. (GPA) Prior to approval of the grading plans for projects that will result in discharges of storm water associated with construction with a soil disturbance of one or more acres of land, the developer shall submit a Notice of Intent (NOI) and obtain a Waste Discharger's Identification number (WDID#) from the State Water Quality Control Board (SWQCB). The WDID# shall be noted on the grading plans prior to issuance of the first grading permit.

LD16. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;
c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department.

MV00115855

LD17. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal. The approved final WQMP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format prior to grading plan approval.

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD20. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD21. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fees.

LD22. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD23. (GP) Prior to issuance of a grading permit, or building permit when a grading permit is not required, for projects that require a project-specific Water Quality Management Plan (WQMP), a project-specific final WQMP (F-WQMP) shall be approved. Upon approval, a WQMP Identification Number is issued by the Storm Water Management Section and shall be noted on the rough grading plans as confirmation that a project-specific F-WQMP approval has been obtained.

LD24. (GP) Prior to the issuance of a grading permit the developer shall submit recorded slope easements from adjacent landowners in any areas where grading resulting in slopes is proposed to take place outside of the project boundaries.

MV00115856

For all other offsite grading, written permission from adjacent property owners shall be submitted.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

~~Prior to Map Approval or Recordation~~

LD28. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD29. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD30. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities required to be constructed as part of the project. (MC 9.14.110)

LD31. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. In compliance with Proposition 218, the developer shall agree

MV00115857

to approve the City of Moreno Valley NPDES Regulatory Rate Schedule that is in place at the time of recordation. Following are the requirements:

a. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required operation and maintenance monitoring and system evaluations in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process; or
    ii. Establish an endowment to cover future City costs as specified in the Common Interest, Commercial, Industrial and Quasi-Public Use NPDES Regulatory Rate Schedule.
b. Notify the Special Districts Division of the intent to record the final map 90 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code)

LD33. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD34. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

<u>Prior to Improvement Plan Approval or Construction Permit</u>

LD35. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD36. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD37. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

MV00115858

LD38. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD39. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.

b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)

c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)

LD40. (IPA) Prior to approval of the improvement plans, the plans shall be based upon a centerline profile, extending beyond the project boundaries a minimum distance of 300 feet at a grade and alignment approved by the City Engineer. Design plan and profile information shall include the minimum 300 feet beyond the project boundaries.

LD41. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD42. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD43. (IPA) Prior to approval of the improvement plans, any drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD44. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one

MV00115859

lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD45. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD46. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD47. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD48. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD49. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD50. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD51. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD52. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled .

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

~~Prior to Certificate of Occupancy~~

LD53. (CO) Prior to issuance of a certificate of occupancy, if the project involves a non-residential subdivision, the map shall be recorded.

LD54. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD55. (CO) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD56. (CO) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees

MV00115861

are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD57. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.

b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.

c. City-owned utilities.

d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.

e. Under grounding of existing and proposed utility lines less than 115,000 volts.

f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD58. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final for any Commercial/Industrial facility, whichever occurs first, the owner may have to

MV00115862

secure coverage under the State's General Industrial Activities Storm Water Permit as issued by the State Water Resources Control Board.

Prior to Acceptance of Streets into the City Maintained Road System

LD61. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

Special Conditions

LD62. Prior to approval of the rough grading plan, this project shall demonstrate, via a final drainage study, that the increased runoff resulting from the development of this site is mitigated. During no storm event shall the flow leaving the site in the developed condition be larger than that of the pre-developed condition. The drainage study shall analyze the following events: 1, 3, 6 and 24-hour duration events for the 2, 5, 10 and 100-year storm events. The applicant understands that additional detention measures, beyond those shown on the tentative map and preliminary drainage study, may be required.

LD63. Prior to approval of the precise grading plan, the developer shall obtain the following offsite dedications from the adjacent property owner(s), per separate instrument, and submitted to the City for review and approval. The offsite area referenced is located between the project's east boundary line and Redlands Boulevard.

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) starting from this project's east boundary line east to Redlands Boulevard to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. A 39-foot half street right-of-way dedication on the entire east side of "A" Street within the adjacent offsite properties 488-330-027 and 488-330-028 to ensure a centerline to east right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.

MV00115863

c. **A 2-foot public access easement for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

d. **An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue from this project's east property line east to Redlands Boulevard.**

e. **Any necessary corner cutback right-of-way dedications per City Standard 208.**

LD64. Prior to approval of the precise grading plans, the plans shall show any proposed trash enclosure as dual bin; one bin for trash and one bin for recyclables. The trash enclosure shall be per City Standard Plan 627.

LD65. Prior to approval of the precise grading plans, the grading plans shall clearly show that the parking lot conforms to current City and ADA standards. The parking lot shall be 5% maximum, 1% minimum, 2% maximum at or near any disabled parking stall and travel way. Ramps, curb openings and travel paths shall all conform to current ADA standards as outlined in Department of Justice's "ADA Standards for Accessible Design", Excerpt from 28 CFR Part 36. (www.usdoj.gov) and as approved by the City's Building and Safety Division.

LD66. Prior to precise grading plan approval, the plans shall show roof drains directed to a landscaped area rather than being routed directly to the parking lot. Alternatively, roof drain flows can be directed to private storm drains which will connect to the treatment control best management practice. This shall be shown in the approved F-WQMP.

LD67. Prior to approval of the grading and/or improvement plans, the plans shall show the relocation of the existing water line near State Highway 60 so that it is located outside of the lettered lot being conveyed to the City for future highway expansion purposes. Ideally, the water line shall be relocated within the Eucalyptus Avenue right-of-way. The developer shall coordinate with the utility purveyor Eastern Municipal Water District (EMWD) and the City. The developer will be responsible for quitclaiming the existing abandoned easement as well as obtaining any necessary new easements.

LD68. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing Quincy Channel, along the entire west side of the project and any off-site upstream or downstream improvements, as necessary. The design shall be approved by both Riverside County Flood Control and Water Conservation

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District (RCFC&WCD) and the City. The improvements shall consist of, but not be limited to, construction of a scour wall including soil removal and recompaction and a maintenance access road including a driveway approach from Eucalyptus Avenue. The developer will be responsible for obtaining the appropriate permit(s) and clearance(s).

LD69. Prior to approval of the grading and/or improvement plans, the plans shall show the design for the proposed improvements to the existing ditch located on the west side of Redlands Boulevard. Improvements may include, but not be limited to, the reconstruction of the existing headwall, the installation of energy dissipater(s), and a proposed pipe culvert under Eucalyptus Avenue.

LD70. Prior to the issuance of a grading permit, the developer shall secure all necessary off-site drainage easements for the proposed offsite drainage improvements. All easements shall be plotted and labeled on the design plans. Written permission must be obtained from off-site property owner(s) for all off-site grading and easements.

LD71. Prior to approval of the improvement plans, the plans shall show the design for the installation of storm drain Line D-3 of RCFC&WCD's Moreno Area Drainage Plan (ADP). The plans shall show all accompanying drainage improvements such as catch basins, laterals, etc. to properly collect and convey storm flows to Line D-3. Line D-3 shall connect to the existing ditch located on the west side of Redlands Boulevard. The design shall be approved by both RCFC&WCD and the City.

LD72. Prior to approval of the parcel map, the map shall show the appropriate dedication along State Highway 60, shown as a lettered lot, and conveyed to the City, for future highway expansion, consistent with Caltrans' current expansion plans, as approved by the City Engineer.

LD73. Prior to approval of the parcel map, the map shall show the area near the Quincy Channel, shown as a lettered lot, to be dedicated to RCFC&WCD, for drainage improvement construction, maintenance and access purposes. The area to be dedicated shall be coordinated with and approved by both RCFC&WCD and the City.

LD74. Prior to approval of the parcel map, the map shall show the following:

a. A 10-foot street right-of-way dedication on the north side of Eucalyptus Avenue (formerly Fir Avenue) along project's south frontage to ensure a centerline to north right-of-way distance of 50 feet for an Arterial, City Standard 104A.

b. **A 39-foot half street right-of-way dedication on the entire west side of "A" Street along this project's east frontage to ensure a centerline to west right-of-way distance of 39 feet for an Industrial Collector, City Standard 106.**

c. **The appropriate street right-of-way dedication for a cul-de-sac at the northern terminus of "A" Street per City Standard Plan 123.**

d. **A 4-foot minimum pedestrian right-of-way dedication behind any driveway approach per City Standard 118C, on both Eucalyptus Avenue and "A" Street.**

e. **A 2-foot public access easement to the City for the portions of sidewalk which are outside of the public right-of-way, along the north side of Eucalyptus Avenue.**

f. **An 11-foot multi-use trail easement to the City adjoining and north of the 2-foot public access easement listed above for trail purposes, along the north side of Eucalyptus Avenue.**

g. **Corner cutback right-of-way dedications per City Standard 208.**

LD75. Prior to approval of the parcel map, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. **Redlands Boulevard, <u>future</u> Divided Arterial, City Standard 103A (110-foot RW / 66-foot CC) shall not be constructed to its ultimate half-width improvements with this project. However, it is acknowledged that some level of interim improvements will be required to facilitate the orderly development of this project. This project shall install the required interim improvements as directed by the City's Land Development and Transportation Engineering Divisions during design plan check. Improvements might consist of, but not be limited to, pavement, base, street widening to include an auxiliary lane from the SH-60 E/B off-ramp south to Eucalyptus Avenue, redwood header, curb and/or AC berm, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.**

b. **Eucalyptus Avenue (formerly Fir Avenue), Arterial, City Standard 104A (100-foot RW / 76-foot CC) shall be constructed to half-width plus an additional 18 feet south of the centerline, with an additional 5**

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foot gravel shoulder south of the 18 feet, along the entire project's south frontage and continuing offsite easterly to Redlands Boulevard. A 10-foot right-of-way dedication on the north side of the street, along the project's south property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, redwood header, gravel, curb, gutter, sidewalk, a multi-use trail as approved by the City's Parks and Community Services Department, landscaping, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities.

c. "A" Street, Industrial Collector, City Standard 106 (78-foot RW / 56-foot CC) shall be constructed to half-width plus an additional 18 feet minimum east of the centerline, along the project's east property line, however, per the planning level documents, the applicant has opted to construct full-width improvements. A 39-foot right-of-way dedication on the west side of the street, along the project's east property line, shall be shown on the parcel map. Required offsite dedications shall be per separate instrument. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.

d. The developer shall ensure adequate turn-around on Eucalyptus Avenue at the west end of the project, east of Quincy Channel, as approved by the City's Land Development, Transportation Engineering and Fire Prevention Divisions/Department.

e. Driveway approaches shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way.

f. The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: Line D-3 in Eucalyptus Avenue of the Moreno Master Drainage Plan.

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LD76. The Applicant shall prepare and submit for approval a final, project-specific water quality management plan (F-WQMP). The F-WQMP shall be consistent with the approved P-WQMP and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006, errata corrected 1-22-09. The F-WQMP shall be submitted and approved prior to application for and issuance of grading permits or building permits. At a minimum, the F-WQMP shall include the following: Site design BMPs; Source control BMPs; Treatment control BMPs; Operation and Maintenance requirements for BMPs; and sources of funding for BMP implementation.

LD77. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters.

a. Project POC include Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses).

b. Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs

LD78. The Applicant has proposed to incorporate the use of bioretention systems. Final design details of the bioretention System and pervious concrete system must be provided in the first submittal of the F-WQMP. The size of the treatment control BMPs are to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD79. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications.

b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications.

c. **That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions.**

d. **That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.**

PUBLIC WORKS DEPARTMENT – SPECIAL DISTRCITS DIVISION

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Special Districts' Conditions of Approval for project PA08-0097; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. **If a median is required to be constructed then**, plans for parkway, median, slope, and/or open space landscape areas designated on the tentative map or in these Conditions of Approval for incorporation into Moreno Valley Community Services District **Zone M**, shall be prepared and submitted in accordance with the *City of Moreno Valley Public Works Department Landscape Design Guidelines*. Contact the Special Districts Division of the Public Works Department to obtain copies of this document.

SD3. **If a median is required to be constructed then**, the developer, or the developer's successors or assignees shall be responsible for all parkway and/ or median landscaping maintenance until such time as the District accepts maintenance duties.

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SD4. **If a median is required to be constructed then**, plan check fees for review of parkway/median landscape plans for improvements that shall be maintained by the Moreno Valley Community Services District are due upon the first plan submittal. (MC 3.32.040)

SD5. **If a median is required to be constructed then**, inspection fees for the monitoring of landscape installation associated with Moreno Valley Community Services District maintained parkways/medians are due prior to the required pre-construction meeting. (MC 3.32.040)

SD6. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Building Permit Issuance

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

SD8. (BP) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance. (California Government Code)

SD9. *Commercial* (BP) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the monitoring of on site facilities and performing annual inspections of the affected areas to ensure compliance with state mandated stormwater regulations, the developer must notify Special Districts 90 days prior to the City's issuance of a building permit

and the financial option selected to fund the continued maintenance. (California Government Code)

SD10. (BP) **If a median is required to be constructed then**, final median, parkway, slope, and/or open space landscape/irrigation plans for those areas designated on the tentative map or in these Conditions of Approval for inclusion into Community Services District shall be reviewed and approved by the Community Development Department – Planning Division, and the Public Works Department – Special Districts and Transportation Divisions prior to the issuance of the first Building Permit.

Prior to Certificate of Occupancy

SD11. (CO) **If a median is required to be constructed then**, this project is conditioned to provide a funding source for the capital improvements and/or maintenance for the Fir Ave. (Future Eucalyptus Ave.) median landscape. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District Zone M (Commercial, Industrial and Multifamily Improved Median Maintenance), and pay all associated costs with the ballot process; or
b. Establish an endowment to cover the future maintenance costs of the landscaped area.

The developer must notify Special Districts of intent to request building permits 90 days prior to their issuance and the financial option selected to fund the continued maintenance.

SD12. (CO) Prior to release of building permit, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

SD13. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service

responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD14. (CO) **If a median is required to be constructed then**, all parkway and/or median landscaping specified in the tentative map or in these Conditions of Approval shall be constructed prior to the issuance of the Certificate of Occupancy/Building Final for this project.

SD15. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

~~PUBLIC WORKS DEPARTMENT – TRANSPORTATION ENGINEERING DIVISION~~

GENERAL CONDITIONS

TE1. Future Eucalyptus Avenue is classified as an Arterial (100'RW/76'CC) per City Standard Plan No. 104A. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility. Sidewalk shall be curb separated. The project shall construct pavement improvements from the eastern property boundary to Redlands Boulevard consistent with Land Development Condition LD76b.

TE2. Future Collector Street is classified as an Industrial Collector (78'RW/56'CC) per City Standard Plan No. 106. Any modifications or improvements undertaken by this project shall be consistent with the City's standards for this facility.

Prior to Grading Permit

TE3. (GP) Prior to issuance of a grading permit, the project applicant shall submit conceptual striping plans for street improvements along Eucalyptus Avenue as well as Redlands Boulevard.

Prior to Improvmeent Plan Approval or Construction Permit

TE4. The driveways less than 40 feet in width shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code - Design Guidelines, and City Standard Plan No. 118C. Driveways wider than 40' shall be designed as intersections with pedestrian access ramps per City standards.

TE5. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets with a cross section of 66'/44' and wider.

TE6. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer shall be required.

TE7. Sight distance at driveways and on streets shall conform to City Standard Plan No. 125 A, B, and C at the time of preparation of final grading, landscape, and street improvements.

TE8. Prior to final approval of the street improvement plans, interim and ultimate alignment studies shall be approved by the City Traffic Engineer.

TE9. Prior to the final approval of the street improvement plans, the project applicant shall prepare traffic signal design plans for the following intersections:

- **Redlands Boulevard/SR-60 Westbound Ramp (The City has an approved design and Caltrans permit for this intersection. The applicant shall utilize the City design for construction.)**
- **Redlands Boulevard/Future Eucalyptus Avenue**

TE10. Prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane (additional southbound lane) from the SR-60 Eastbound Ramp to Future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16'.

TE11. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and Eucalyptus Avenue to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One through lane, one right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE12. Prior to the final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Eastbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane
Southbound: One shared through/right turn lane
Eastbound: One left turn lane, one right turn lane
Westbound: N/A

NOTE: All curb return radii shall be 50 feet.

TE13. Prior to final approval of the street improvement plans, the project applicant shall design the intersection of Redlands Boulevard and SR-60 Westbound Ramp to provide the following geometrics:

Northbound: One left turn lane, one through lane, one right turn lane
Southbound: One left turn lane, one shared through/right turn lane
Eastbound: One shared left turn/through/right turn lane
Westbound: One shared left turn/through/right turn lane

NOTE: The City has an approved design and Caltrans permit for these improvements. The applicant shall utilize the City design for construction.

TE14. Prior to issuance of a construction permit, the project applicant shall pay to the City all applicable "Fair Share" impact fees per the findings of the Environmental Impact Report.

<u>Prior to Certificated of Occupancy or Building Final</u>

TE15. (CO) Prior to issuance of a certificate of occupancy, all approved signing and striping shall be installed per current City Standards and the approved plans.

TE16. (CO) Each gated entrance from a public street will be provided with the following, or as approved by the City Engineer:

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A. A storage lane with length sufficient to support the queuing predicted by the traffic study (minimum of 75 feet).
B. Signing and striping at the gate, including no parking signs.
C. A separate pedestrian entry, if pedestrian access is necessary.
D. Presence loop detectors (or another device) within 1 or 2 feet of the gates that ensures that the gates remain open while any vehicle is in the queue.

All of these features must be kept in working order.

TE17. (CO) Prior to issuance of a certificate of occupancy, the project applicant shall construct the intersection/roadway improvements identified in TE9, TE10, TE11, TE12, and TE13 per the approved plans.

<u>Prior to Acceptance of Streets Into The City-maintained Road System</u>

TE18. Prior to the acceptance of streets into the City-maintained road system, all approved traffic control and signing and striping shall be installed per current City Standards and the approved plans.

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PUBLIC WORKS DEPARTMENT – MORENO VALLEY UTILITY

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Moreno Valley Utility's Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Moreno Valley Utility's Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from Moreno Valley Utility (the Electric Utility Division) of the Public Works Department 951.413.3512. The applicant is fully responsible for communicating with Moreno Valley Utility staff regarding their conditions.

Prior to Recordation of Final Map

MVU1.(R) For single family subdivisions, a three foot easement along each side yard property line shall be shown on the final map and offered for dedication to the City of Moreno Valley for public utility purposes, unless otherwise approved by the City Engineer. If the project is a multi-family development, townhome, condominium, apartment, commercial or industrial project, and it requires the installation of electric distribution facilities within common areas, a non-exclusive easement shall be provided to Moreno Valley Utility to include all such common areas. All easements shall include the rights of ingress and egress for the purpose of operation, maintenance, facility repair, and meter reading.

Prior to Issuance of Building Permit

MVU2.(BP) **City of Moreno Valley Municipal Utility Service – Electrical Distribution**: Prior to issuance of building permit, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the City Engineer. In accordance with Government Code Section 66462, the Developer **shall** execute an agreement with the City providing for the installation, construction, improvement and dedication of the utility system following recordation of final map and concurrent with trenching operations and other subdivision improvements so long as said agreement incorporates the approved engineering plan and provides financial security to guarantee completion and dedication of the utility system.

The Developer **shall** coordinate and receive approval from the City Engineer to install, construct, improve, and dedicate to the City, or the City's designee, all utility infrastructure (including but not limited to conduit, equipment, vaults, ducts, wires, switches, conductors, transformers, resistors, amplifiers, and "bring-up" facilities including electrical capacity to serve the identified development and

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other adjoining/abutting/ or benefiting projects as determined by Moreno Valley Utility) – collectively referred to as "utility system" (to and through the development), along with any appurtenant real property easements, as determined by the City Engineer to be necessary for the distribution and /or delivery of any and all "utility services" to each lot and unit within the Tentative Map. For purposes of this condition, "utility services" shall mean electric, cable television, telecommunication (including video, voice, and data) and other similar services designated by the City Engineer. "Utility services" shall not include sewer, water, and natural gas services, which are addressed by other conditions of approval. Properties within development will be subject to an electrical system capacity charge and that contribution will be collected prior to issuance of building permits.

The City, or the City's designee, shall utilize dedicated utility facilities to ensure safe, reliable, sustainable and cost effective delivery of utility services and maintain the integrity of streets and other public infrastructure. Developer shall, at developer's sole expense, install or cause the installation of such interconnection facilities as may be necessary to connect the electrical distribution infrastructure within the project to the Moreno Valley Utility owned and controlled electric distribution system. Alternatively, developer may cause the project to be included in or annexed to a community facilities district established or to be established by the City for the purpose of financing the installation of such interconnection and distribution facilities. The project shall be deemed to have been included in or annexed to such a community facilities district upon the expiration of the statute of limitations to any legal challenges to the levy of special taxes by such community facilities district within the property.

The statute of limitations referred to above will expire 30 days after the date of the election by the qualified electors within the project to authorize the levy of special taxes and the issuance of bonds.

MVU3. This project may be subject to a Reimbursement Agreement. The project may be responsible for a proportionate share of costs associated with electrical distribution infrastructure previously installed that directly benefits the project. The project may be subject to a system wide capacity charge in addition to the referenced reimbursement agreement. Payment(s) shall be required prior to issuance of building permit(s).

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PARKS AND COMMUNITY SERVICES DEPARTMENT

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project PA08-0097. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

PCS1. A multi-use trail shall be designated for PA08-0097/98. The trail shall be 11' wide, located along the north side of Eucalyptus Avenue (Fir Ave.). The trail requires a crossing over Quincy Street on the north side of Eucalyptus Avenue. The trail shall be designed similar to the Highland Fairview project east of Redlands Blvd. The trail shall be dedicated as an easement to the CSD.
Additionally, a multi-use trail shall be located along the west side of Quincy Channel.

If the applicant's property includes this area, the applicant shall install the trail. The trail shall match the trail on Quincy Street, south of Cottonwood Avenue. This trail is approximately 14' wide, plus another 2' concrete step out from adjoining street (or parking lot). The applicant shall coordinate this trail with RCFC. The trail shall be dedicated as an easement to the CSD.

On November 19, 2008, the Trail Board recommended that the trail be located to the north side of Eucalyptus Avenue, being consistent with the Highland Fairview project.

Standard Trail Conditions

PCS2. Parks and Community Services Department

a. Trail construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide.

b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project.

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c. All utility easements shall not interfere with the trail or its fencing. A map of all easements and the corresponding easement rights shall be presented to Parks and Community Services prior to scheduling the Tentative Map for approval.

d. (R) A restriction shall be placed on lots that are adjacent to the trail, preventing openings or gates accessing the trail. This shall be done through Covenants, Conditions, and Restrictions (CC&R's). A copy of the CC&R's with this/her restriction noted shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the recordation of the Final Map.

e. Trails shall not be shared with any above ground utilities, blocking total width access.

f. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans.

g. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of grading permits.

h. Grading certification and compaction tests are required, prior to any improvements being installed.

i. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas.

j. (R) Prior to the approval of the Final Map, a detailed map of the trail and areas adjacent to the trail shall be submitted to the Director of Parks and Community Services or his/her designee prior for review and written approval.

k. (R) All necessary documents to convey to the City and/or the Community Services District any required dedications for parks or open space, as specified on the tentative map or in these Conditions of Approval shall be submitted by the developer to Parks and Community Services, prior to the recordation of the final map.

l. (R) Prior to recordation of the Final Map, the developer shall post security (bonds) to guarantee construction of the trail to the City's standards. Copies of the bonds shall be provided to Parks and Community Services, prior to the approval of the Final Map.

m. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the park shall be designed to prevent water on the park.

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n. Eight sets of complete trail improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails have the same requirements as final plan submittals.

o. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have high mounted push buttons. These shall be coordinated through the Transportation Division.

p. CSD Zone 'A' plan check fees shall be paid prior to the second plan check.

q. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars.

r. (BP) The trail shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Director of Parks and Community Services or his/her designee prior to the issuance of any building permits for production units.

s. Any damage to trails or fencing during construction shall be repaired by the developer and inspected by the Director of Parks and Community Services or his/her designee; prior to the last phase of building permit issuance.

t. A minimum 38' radius shall be incorporated on all trails where a change of direction occurs (minor or major). Additionally, widening of the trail is necessary in most situations. This is only necessary where trails share Fire Prevention access.

u. Drive approaches shall adhere to City Std. Plan #118C.

v. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically raked finish). The access shall extend to the main trail flat surface.

w. (BP) In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Director of Parks and Community Services or his/her designee and approved in writing 60-days prior to the commencement of trail construction.

x. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements.

y. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and

MV00115880

Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Director of Parks and Community Services or his/her designee.

z. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District.

aa. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection.

bb. (BP)Trail construction in single family developments shall commence prior to 30% of total building permit issuance. Trail completion and acceptance (single family developments) for maintenance shall be completed prior to 70% of total building permit issuance.

cc. (CO)Trail construction in multi-family or commercial developments shall commence with the rough grading. Trail completion and acceptance for maintenance shall be completed prior to the issuance of 50% of the total certificates-of-occupancy (for multi-family and/or commercial developments).

POLICE DEPARTMENT

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects

Standard Conditions

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. (GP) Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.

MV00115881

b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. (CO) Prior to the issuance of a Certificate of Occupancy, an Emergency Contact Information Form for the project shall be completed at the permit counter of the Community & Economic Development Department - Building Division for routing to the Police Department. (MC 9.08.080)

MV00115882

PLANNING COMMISSION STAFF REPORT

Case:	PA08-0098 – Zone Change PA10-0017 – Municipal Code Amendment PA08-0097 – Plot Plan PA09-0022 – Tentative Parcel Map No. 36207 P08-133 – Environmental Impact Report
Date:	May 12, 2011
Applicant:	Ridge Rancho Belago LLC
Representative:	Dennis Rice
Location:	South side of State Route 60, on the north side of Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard
Proposal:	Plot Plan for a 937,260 square foot warehouse facility on 55 acres; a Zone Change from Business Park to Light Industrial; Tentative Parcel Map No. 36207 to create a single parcel; and a Municipal Code amendment to Chapter 9.05 Industrial Districts to provide a minimum separation or buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts. An Environmental Impact Report has been prepared for the proposal.
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

This project proposes the development of a 937,260 square foot warehouse facility on 55 acres. The project requires approval of a tentative parcel map, Zone Change and a Municipal Code Amendment, and certification of a Final EIR.

ATTACHMENT 8

PROJECT DESCRIPTION

The applicant, Ridge Rancho Belago, LLC, has submitted five applications for development of the West Ridge Commerce Center Project, which include a Zone Change, a Municipal Code Amendment, a Plot Plan, a Tentative Parcel Map, and an Environmental Impact Report, in order to develop a 937,260 square foot warehouse facility on a 55-acre site (Assessor's Parcel Numbers 488-330-003 through -006 and -026) located on south side of the Moreno Valley Freeway, on the north side of Fir Avenue/Future Eucalyptus Avenue and approximately 650 feet west of Redlands Boulevard.

Zone Change

The project site is currently zoned Business Park (BP) with a Business Park (BP) General Plan land use designation. The Business Park zone limits warehouse buildings to no more than 50,000 square feet. A Zone Change to Light Industrial (LI) is required to allow the larger building proposed by the project. Both the BP and LI zones are compatible with the BP General Plan land use designation.

Land uses to the west include a mix of BP and various residential zones and to east properties are zoned Community Commercial and Light Industrial. Land uses to the south across future Eucalyptus are Residential 2 (Residential – up to 2 units per acre). In other portions of the City, the BP zone provides a buffer between the LI zone and residential zones. In providing for this separation or buffering for the proposed project, a new standard within Chapter 9.05 Industrial Districts of Title 9 and is presented as Municipal Code Amendment in the following section.

Municipal Code Amendment

Buffering of the proposed warehouse/industrial development from the residentially zoned properties to the south was a concern raised and reviewed for the project. Future Eucalyptus Avenue will separate the proposed project from the residentially zoned properties to the south. There is an existing single family residence immediately to the south of the project site, this residence and the vacant residential property to the south have been reviewed as sensitive receptors.

In order to provide greater compatibility between current and proposed land uses, the air quality study included in the project Environmental Impact Report (EIR) proposes a buffer zone of approximately 250 feet from the project's truck court to the residential zone to the south (centerline of Fir Avenue/Future Eucalyptus Avenue).

The Municipal Code currently identifies the Business Park (BP) district as the zone to "provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses".

Application PA10-0017 for a Municipal Code Amendment proposes to add a standard to the Light Industrial zone that would require industrial and warehouse structures greater than 50,000 square feet in building area to be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

If approved, the proposed amendment would be effective City-wide.

Please see Exhibit E to Planning Commission Resolution No. 2011-13 for a copy of the proposed revisions to Chapter 9.05 Industrial Districts of Title 9.

Plot Plan

The Plot Plan is for a 937,260 square foot warehouse distribution facility, to be located on 55 acres located south of the Moreno Valley Freeway and approximately 650 east of Redlands Boulevard. The warehouse facility is a permitted use in the existing Business Park zone and also permitted in the proposed Light Industrial zone. The building is set back 435 from the centerline of Fir/Future Eucalyptus Street while the adjacent truck court is set back 250 from the centerline of Fir/Future Eucalyptus Street.

The warehouse facility includes 173 loading docks with roll-up doors, truck staging and parking areas for 175 trailers within the enclosed truck court, two office areas and 307 parking spaces for employees and visitors. Proposed parking exceeds the City's requirements for truck and employee/visitor parking for a warehouse use.

The loading and truck parking areas have been placed on the northern and southern elevations and are screened by perimeter concrete tilt-up walls with slopes with a tree row also required along the State Route 60 frontage. The lettered lot at the northeast corner of the site will be planted with groundcover and maintained by the applicant/developer until the property is transferred to Caltrans for future development of the reconfigured Redlands Boulevard offramp.

The project has been conditioned to provide standard parking lot and setback landscape to include ground cover shrubs and trees. Two on-site detention/water quality basins will be extensively landscaped. The project's Fir Avenue/Future Eucalyptus Avenue frontage will be developed with curb, gutter, parkway, sidewalk and a segment of multi-use trail.

Tentative Parcel Map

Tentative Parcel Map No. 36207 is proposed to combine the five parcels located within the project site into a single 55 acre parcel with lettered lots to convey property to Caltrans for future development of a new off-ramp and to Riverside County Flood Control for maintenance of a portion of the adjacent Quincy Channel.

Site

The project site is comprised of vacant land that is mostly level and at grade with Fir Avenue/Future Eucalyptus Avenue and at or below grade of adjacent State Route 60. There are no trees, rock outcroppings or existing structures located within the limits of the project site. The project site includes a portion of the Quincy Channel which includes some riparian vegetation.

Surrounding Area

The project is located in an area that includes a mix of business park, office, commercial, residential and agricultural uses. Developed land within proximity to the project site includes citrus groves, the Moreno Valley Auto Mall and Moreno Beach Plaza (Walmart) center to the west at Moreno Beach Drive, the 1.8 million square foot Highland Fairview Business Park (Skechers) warehouse facility under construction to the east between Redlands and Theodore and large lot subdivisions approximately 1/4 mile to the south in the RA-2 zone. Developed uses to the north on the other side of State Route 60 include an RV storage site, a telecommunications antenna, a residence and a feed store.

The vacant 120 acre site to the west is currently proposed for development of a 2.2 million square foot industrial park by ProLogis, The site for this neighboring project is currently zoned Business Park, Business Park Mixed Use, R15, R5, and RA-2. That applicant is proposing a General Plan Amendment and Zone Change from existing zoning to Light Industrial.

Access

The project site will be accessed directly from Fir Avenue/Future Eucalyptus Avenue via Redlands Boulevard and State Route 60. This portion of Fir Avenue/Future Eucalyptus Avenue would be constructed by the applicant/developer as a condition of the project.

The driveways and interior drive aisles associated with the project have been approved by the Fire Prevention Bureau for fire truck access and turnaround. The site has also been designed for adequate truck maneuvering and turnaround within the designated loading zones located on the north and south elevations of the building.

Design

Site design of the proposed warehouse distribution facility is consistent with requirements of the City's Municipal Code.

The architectural design of the building is a concrete tilt-up construction. Building and wall colors include earthtones, with varying amounts of accent colors and vertical

features to break up the architecture of building. Roof top equipment will be screened from public view by parapet walls.

Staff worked with the applicant to ensure that all sides of the building include architectural treatment. The loading bays and trailer storage areas along the northern and southern elevations have been screened from view. The screen wall along the south elevation is a fourteen (14) foot wall of concrete tilt-up construction which will match the building design and colors.

Landscaping for the site is proposed at around 13% of the site area including the water quality/detention basins. The City's Municipal Code does not require a minimum percentage of landscape on a site. Instead, there are requirements for landscape setback areas along perimeter streets, parking lot landscape, street trees and landscape treatments around the perimeter of the buildings where visible from the public right-of-way. The project as designed meets the City's current landscape criteria.

Signs are not a part of this approval and will be reviewed and approved under separate administrative permit.

REVIEW PROCESS

In the review of this project, consideration was given to the potential impact to surrounding land uses by the proposed Zone Change and Municipal Code Amendment as well as the Plot Plan for the warehouse facility.

Upon review at PRSC on November 19, 2008, modifications were required to the site plan. Comments from staff included revisions to the layout of the parking lot, access from adjacent roads, screening, architecture, typical street sections, grading and the submittal of required technical studies.

Subsequent PRSC reviews occurred in May and September 2009, and April, August and November 2010. Upon review of a final draft of the site plan and completion of the Final Environmental Impact Report, a determination was made to schedule this project for a Planning Commission public hearing on May 12, 2011.

The applicant held a community meeting on February 27, 2008, to present the project to neighboring property owners. There were approximately 30 people in attendance. Concerns raised at the meeting were related to the proposed land use changes, traffic, noise, light and glare, aesthetics, quality of life, impacts to property values, air quality, crime, and storm runoff.

ENVIRONMENTAL

Initial Study/Notice of Preparation

An Initial Study was completed after all discretionary applications were deemed complete. Based on the information within the Initial Study, an Environmental Impact Report (EIR) was recommended to be prepared. A Notice of Preparation for the EIR was issued on October 1, 2009, with the public comment period beginning on October 5, 2009 and ending on November 3, 2009. A public meeting to receive input on the issues to be covered by the EIR was held at City Hall on October 28, 2009.

Draft Environmental Impact Report

Subsequent to that meeting, draft environmental documents were prepared by the applicant's consultant Applied Planning and submitted to the City and its peer consultant for review.

City staff and the peer review consultant reviewed the draft environmental documents for compliance with the California Environmental Quality Act (CEQA) Guidelines and required revisions to address identified questions and concerns. After revisions were incorporated into the document, the Draft EIR was circulated for a 45-day public review period, starting on October 22, 2010, and ending on December 6, 2010. A public information meeting was held during the comment period on December 2, 2010

The Draft EIR was sent to all required State and local agencies and numerous interested parties on October 18, 2010, as well as to the City's Environmental and Historical Preservation Board. Twenty-four comment letters were provided during the 45-day review period. An additional two letters were received after the end of the review period.

Final Environmental Impact Report

Responses to the twenty-four comments received during the 45 day review period are included in the Response to Comments. Comment letters were received on December 10, 2010, from the South Coast Air Quality Management District and from a resident, Tom Hyatt. Due to the lateness of the letters, they were not included in the Response to Comments and instead have been addressed in a separate attachment to this staff report.

The Response to Comments and related documents were mailed to all interested parties and responsible agencies on April 28, 2011, to allow for their review prior to Planning Commission hearing, in excess of the minimum notice period of 10 days

required by CEQA. As was the case with the Draft EIR, the draft Final EIR was provided for public review at City Hall, the City Library and posted on the City's website.

Significant and Unavoidable Impacts

Analysis presented in the EIR indicates that the proposed project will have a number of potentially significant impacts, either as direct result of the proposed project or cumulatively with other proposed projects on traffic and circulation, air quality, noise, and aesthetics. The EIR includes a number of proposed mitigation measures to reduce or eliminate potential significant impacts. Even with proposed mitigation, a number of potential impacts cannot be reduced to a less than significant level. As identified in the document, these noted impacts above are considered to be significant and unavoidable.

Although impacts to traffic and circulation, air quality, noise, and aesthetics cannot be reduced to less than significant levels, CEQA allows a decision making body to consider a statement of overriding considerations and findings. CEQA requires the decision making agency to balance the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts when determining whether to approve the proposed project. This would include project benefits such as the creation of jobs or other beneficial project features versus project impacts that cannot be mitigated to less than significant levels. If the decision making body determines that the benefits of a proposed project outweigh the unavoidable adverse environmental effects, it may approve a statement of overriding considerations and approve the project.

Mitigation Measures

The EIR includes mitigation measures intended to reduce project-specific and cumulative impacts for Traffic and Circulation, Air Quality/Greenhouse Gas Emissions, Noise, Water Supply, Cultural Resources, and Biological Resources. All other environmental effects evaluated in the EIR are considered to be less than significant, or can be adequately mitigated below significant thresholds.

Mitigation measures are included to reduce the environmental impacts where possible, even where the impacts could not be reduced to less than significant levels. All mitigation measures have also been included as conditions of approval for the project.

Approval and Certification

The Planning Commission will take public testimony on the EIR and project and forward a recommendation to City Council. Before the proposed project can be acted upon, the City Council will need to review the final environmental document, receive public testimony and either certify or reject the EIR and project Mitigation Monitoring Program.

Municipal Code Amendment

Although the proposed Municipal Code Amendment will be effective Citywide, it is considered a minor alteration to land use limitations which qualifies as exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all responsible reviewing agencies.

Agency	Response Date	Comments
Southern California Edison	October 27, 2008	No Issues
Riverside County Flood Control	December 1, 2008	District Master Plan Facilities

Conditions of approval have been included to address concerns from the responding agencies.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2011-13 and thereby recommend that the City Council take the following actions:

1. **APPROVE AND CERTIFY** that the Environmental Impact Report (EIR) for the West Ridge Commerce Center Project (Exhibit A) has been completed in compliance with the California Environmental Quality Act; and

2. **APPROVE** Zone Change PA08-0097 for 55 acres from Business Park (BP) to Light Industrial (LI) as shown on Exhibit B;

3. **APPROVE** Municipal Code Amendment PA10-0017 to provide for setbacks and buffering of warehouse/industrial building from adjacent residential zones as shown on Exhibit C;

4. **APPROVE** PA08-0097 (Plot Plan), subject to the attached conditions of approval included as Exhibit D; and

5. **APPROVE** PA09-0022 (Tentative Parcel Map No. 36207), subject to the attached conditions of approval included as Exhibit E.

Prepared by:

Jeff Bradshaw
Associate Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-13
   Exhibit A - Final Environmental Impact Report
   Exhibit B – Zone Change Map
   Exhibit C – Municipal Code Amendment
   Exhibit D – Plot Plan Conditions of Approval
   Exhibit E – Parcel Map Conditions of Approval
3. Site Plan
4. Elevations
5. Color Rendering
6. Cross Sections – Line of Sight
7. Preliminary Landscape Plan
8. Tentative Parcel Map 36207
9. Aerial Photograph
10. Response to SCAQMD comments
11. Response to Tom Hyatt comments

3. Case Number:	**P08-133**	**Environmental Impact Report**
	PA08-0097	**Plot Plan**
	PA08-0098	**Zone Change**
	PA09-0022	**Tentative Parcel Map No. 36207**
	PA10-0017	**Municipal Code Amendment**

Case Planner: **Jeff Bradshaw**

ASSOCIATE PLANNER BRADSHAW – Thank you. Good evening Vice Chair Baker and members of the Planning Commission. My name is Jeff Bradshaw. I'm an Associate Planner with the Planning Division. The item before you this evening is proposed by the Applicant; Ridge Rancho Belago. They have submitted five applications as part of this proposal. They include a Zone Change, a Municipal Code Amendment, Plot Plan, Tentative Parcel Map and an Environmental Impact Report and those applications are all part of a proposal to develop a 937,260 square foot warehouse distribution facility on a 55 acre site. This is located in the east part of Moreno Valley on the south side of the Moreno Valley Freeway, on the north side of Fir or future Eucalyptus Avenue and about 650 feet west of Redlands Boulevard. I am going to try to present the information to you as succinctly as I can. This is a fairly large project and somewhat complicated project so I hope you'll bear with me as I present the information and I want to make sure it is clear to you; both the Commission and the public.

Starting with the Zone Change, the project is currently zoned Business Park or BP. The General Plan designation for this site is consistent with that. It also has a Business Park General Plan designation. One of the standards of the Business Park zone is the limitation that it places on warehouse structures that are developed within that zone and there is a limit on individual structures being no larger than 50,000 square feet. The Zone Changes proposed in this case to allow for the building that is being proposed; a single structure that would exceed that limitation, so the change proposed is to go from Business Park to Light Industrial Zone and that will allow for the larger building. It is important to note that both the present Business Park Zone as well as the proposed Light Industrial Zone are both consistent with the underlying General Plan designation that is there on that site.

The Municipal Code Amendment that is proposed and if I could provide just a little background on that proposal…Under the current… one of the current standards again under the Business Park Zone is this concept that that district would act as a buffer or transition area between Business Park development and adjacent residential zoning and other sensitive land uses. Even though this site would be separated from property to the south by Eucalyptus Avenue, it is still in its present location located in proximity to residential zoning and so what is proposed by the applicant is to establish in addition to the Business Park

ATTACHMENT 9

MV00115892

separation concept; to establish an alternative or another way of buffering sensitive land use from these larger warehouse sites and so the proposal is a new standard or change to Chapter 9.05 of Title 9, the Industrial District Section and the concept is to add a requirement within the Light Industrial Zone that would require warehouse structures that are larger than 50,000 square feet be separated from any adjacent residential zoning by a minimum separation distance of 250 feet and that would be between the residential district boundary and any warehouse building or truck court loading area and that is a minimum. At the same time the language also suggests that that separation or buffering distance be determined by the results of Air Quality and Noise Impact Studies, so while 250 feet might be the minimum, we might have a project where the studies may actually ask for more than that and so the accompanied Municipal Code Amendment offers another way for development to occur in close proximity or adjacent to residential zoning. And for reference purposes the revised language that is being proposed to that section is attached to Planning Commission Resolution 2011-13 and that is included as Exhibit E for reference.

With regards to the development of the building, the structure that is proposed again is 937,260 square feet. The construction type that is being proposed is concrete tilt-up with architectural treatments on all four sides of the building. The colors for the building and the perimeter walls are earth tones with varying amounts of accent colors and vertical features to help break up the architecture. The facility as designed provides parking for both the trucks and for the employees and visitors to the site. There are 173 loading dock doors. This facility and the project as designed exceeds the City's requirements for parking for trucks, employees and visitors. The loading and truck areas would be screened from view from offsite. The truck court is enclosed by 14 foot tall perimeter concrete tilt-up walls that would screen the loading activities on both the north and south sides of the building. In addition to that, the activity there is screened by slopes and a tree row that also has been conditioned and required of the project along the State Route 60 frontage of the property. You might have noted on the Site Plan there is some area at the northeast corner of the property that extends out into what would be future Cal Trans right-of-way and that area will be maintained by the Applicant with some interim landscape until such time that the property convey to Cal Trans for development of future off-ramp improvements at Redlands Boulevard. As noted on the Site Plan the project has been conditioned and designed to accommodate required landscaping for the parking lot, the project's perimeter, the water quality basins and retention basins that are on site. All those areas will be landscaped to be consistent with the City standards. The future Eucalyptus Avenue frontage will include parkway, a sidewalk and there is also a segment of multi-use trail that will be built by the developer to satisfy City General Plan requirements.

I also wanted to point out some of the obligations that the Applicant has or the developer rather for street improvements associated with this project. They are required to construct at the Eucalyptus Avenue frontage across their site and that

MV00115893

improvement actually extends from their property eastward to Redlands Boulevard. They would be responsible for constructing Street A which is along the eastern property line of the project to a half-width. They are responsible for traffic signal improvements at Redlands Boulevard at the westbound off-ramp as well as at the intersection of Redlands and Eucalyptus Avenue. They will also be responsible for constructing an additional southbound lane on Redlands Boulevard that extends from the eastbound off-ramp down to Eucalyptus and finally they are also required to work with the City to construct turning lanes at a number of intersections there at Redlands Boulevard and the on and off ramps at the 60 freeway, so all of those are required of the project and must occur before occupancy permits are allowed for the building.

The project site is comprised of multiple parcels and so there is a Parcel Map that accompanies this development. The intent of that map would be to combine the five parcels into a single usable parcel so they can develop the 55 acres. It would also allow for the opportunity to convey property to both Cal Trans in the future for off-ramp improvements as well as the Riverside County Flood Control District to complete storm drain or channel improvements in the Quincy Channel along the western property line.

I want to provide just some background on the Environmental that is required for this project because of the scale and size of this project and the potential impacts that would result from its construction. An Environmental Impact Report was required for this project and going back to when this project was submitted, Staff had the opportunity to work with an Environmental Consultant to prepare an Initial Study Check List and out of that Check List it was determined that there were some CEQA categories that needed to be examined further. There was a Notice of Preparation of an EIR that was circulated in October of 2009. The result of that was the City was able to receive responses from various responsible agencies and members of the community. Here they identified concerns that they had with that document. And were able to hold a public meeting in October of 2009 for their input. That information was used in the preparation of a draft document that was prepared and routed to Staff and to a third party; a peer review consultant that was hired by the City to assist in the review of that document and over the course of the next year we worked with the consultant in the preparation of that document. When that document was complete and ready, it was made available; the draft of that document was made available to the public for comment and that was a period that began in October of 2010 and ended on December 6th, 2010.

Again as part of that process we held another community meeting and were able to receive comments from the community as well as other responsible agencies about that document. Following that response period City Staff worked with the consultant to prepare responses to those comments and was able to complete the final EIR and make the response to comments available and distribute those in April of this year.

MV00115894

The Staff Report when it was circulated to you included both the draft document as well as the response to comments and hopefully you had an opportunity to be able to review that information. Another effort the City made to be able to put the information out and have it available for the public was placing it online on the City's website for access as well as making it available in a hardcopy format at both the City and at the library. Again as we examined the project, there were a number of categories that were identified as having the potential for having impacts and through the review of the project it was determined that mitigation measures were required in some instances. Those have been introduced in the document and are included to help reduce impacts where possible. There are categories or instances where the impacts were not reduced to less than significant levels but in all instances mitigation measures have been applied and the impacts reduced to the extent possible.

The EIR did include mitigation measures for the following categories and the intent again to reduce impacts and those are for traffic and circulation, air quality, greenhouse gas emissions, noise, water supply, cultural resources and biological resources as well. The analysis in the EIR indicated that the project would have a number of potentially significant impacts and again in some of those categories and those include traffic circulation, air quality, noise and aesthetics. The EIR identifies mitigation measures to help reduce those, but even with mitigation the categories that I just listed do result in some impacts that can't be reduced to a less than significant level. The California Environmental Quality Act does allow for the decision body which would be the City Council to ultimately consider in instances like this a Statement of Overriding Consideration and make findings in response to that situation and if the decision making body were to determine that the benefits of the project outweigh the adverse environmental effects, it could approve the project with a Statement of Overriding Consideration.

The project presented this evening; standard notification was completed for this project. A Display notice was published in the newspaper; the site was posted as well as notices being sent to all property owners within 300 feet of the property and of this evening I had received 6 comment letters connected to this evening's public hearing and this would be in addition to any comments that were provided through the review of the environmental document. I believe copies of that correspondence was provided to you and there should be copies on the dais and those were letters that were submitted to us from the Sierra Club; from South Coast Air Quality Management District; from Johnson and Sedlack which is an Attorney that represents some residents here in town; some organizations and then also from an individual named Paul Claxton and so all that information has been made available for you.

Additionally there was a memo prepared this evening. It is the yellow correspondence that you have and the intent of that memo is to identify some corrections that Staff noted that needed to be made to the Resolution and was one of those was a correction to some text that shouldn't have been in the

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Resolution; it was an oversight. It was text from another project that needed to be deleted and the other was some additional language that we felt made your action this evening, if you choose to approve the project or recommend approval rather, to make that action more complete. I believe that Transportation had one correction that they were going to suggest to the Conditions of Approval, so I'll give some time to Michael Lloyd from Transportation.

TRANSPORTATION ENGINEER LLOYD – Good evening Commissioners, this is Michael Lloyd with Transportation Engineering. I'd like to provide some clarification on Condition TE10. The condition was intended for Redlands Boulevard and the way it was worded initially wasn't clear, so I'd like to amend the condition such that it would read "prior to the final approval of the street improvement plans, the project applicant shall design a southbound auxiliary lane, additional southbound lane on Redlands Boulevard from the State Route 60 eastbound ramp to future Eucalyptus Avenue. The minimum width of the auxiliary lane shall be 16 feet". Thank you.

PLANNING OFFICIAL TERELL – Yeah and with that I believe that the Community and Economic Development Director wanted to follow-up on Jeff's report.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Thank you. I'm Barry Foster. I'm the Community and Economic Development Director. I just wanted to offer up some ideas from an economic development standpoint and offer my support for this project. I hope that you got a copy; I actually gave out a table. Did you all get a copy of that? I hope you are aware that a couple of weeks ago the City Council actually approved an Economic Development Action Plan and with that Action plan we're looking at accelerating and doing a number of different things in the next two years to really help with development in the community, but most importantly we are looking to increase employment opportunities; create jobs in this community. We think that the driving force in improving the economy in Moreno Valley is to help with the job market; is to address the fact that we've got a 16.2 percent unemployment rate.

A lot of our residents that do have employment have to leave the community for work. I think in the past couple of years, we've done a fairly good job of creating jobs. We've created over 3,600 jobs in the last few years in some very challenging economic times but we really need to do a lot more and so really the focus of that Economic Development Plan is to look at opportunities at a number of areas in the community to try to create more jobs; more employment opportunities for our residents and I think that if you look at these charts they are pretty eye opening in looking at the challenges that we face and kind of where we are at right now. If you look at the top one we are looking at a number of communities in the Inland Region that are fairly similar in size to Moreno Valley with the exception of maybe Chino in terms of population, but you can look really at the work force that is currently there in those other communities versus the

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housing units in those communities and that is really what you striving to do is you are looking for a balance between the number of housing units and the jobs that you have in your community. That is not the number of people; that is not your residents that have jobs; that is the jobs that you have in your community; that are situated in your community. If you look at that list, the only community that is upside down is Moreno Valley. We really need to do a lot better job at creating employment opportunities here in this community and really try to improve that balance. We are significantly out of balance right now. If you drop down to the second group on that table, you can look at those same communities and look at the inventory that is currently developed for Industrial and Business Park in those communities and jobs again; and again we are very lacking in terms of inventory.

With opening of Skechers, we'll have 10.1 million square feet in this community. That is very low in comparison with those other communities that are very similar in size and population. Even the City of Chino which has half the population that we have has 30 million more square feet than we have right now. We need to provide opportunities to have industrial distribution logistics in this community. That is the one way that we are going to help stimulate and produce new employment opportunities and jobs in this community that our residents desperately need to have. If you go down and look at the last part at the survey; that is a current survey that shows the zoning that is currently in place. The project that you are looking at tonight has a Business Park zoning already in place and we're also looking at Industrial, so even including the zoning that you already have in terms of the Business Park, we have 9 percent. At the height; at the top there is Ontario with 25 with the vast majority of those communities are somewhere in the middle there. What is the sweet spot? Where should we be?

I'm not offering any ideas now, but it is certainly should be higher than what we have, so that Economic Development Action Plan that we are really advocating is looking at ways to re-zone areas that are undeveloped to produce jobs. If you look enough people would counter and say we'll got all this property in the south part of town in the Industrial Specific Plan area; you've got some property across the street here. If you develop what is currently zoned there and there are a lot of projects that are being looked at in those areas, you will probably have another 12 million square feet that you could do fairly easily. You still are only doubling what we currently have. You are still nowhere near where the rest of these communities are at. You are really selling yourself short in terms of having available undeveloped land for opportunities with zoning for distribution, light manufacturing and logistics. You are really selling yourself short to have those opportunities for that kind of development, so that's why we are looking at and trying to stress that there are opportunities in the east part of Moreno Valley in that Rancho Belago area where this property is located in to look at opportunities; to make sure that we have property that is zoned properly that can produce jobs.

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The real question with this project is it is currently zoned Business Park, so you are not allowed to do a building greater than 50,000 square feet. It is the same situation that Highland Fairview had with Skechers. It had the same zoning in place. It is do you want a number of small buildings or one large building that can be master designed with four sided architecture and all those kinds of things… with this property if you kept it in place with the way it is you could do 19 or more smaller buildings 50,000 square feet or less. That market is not here. I really don't know when that market will come back. That market of those small industrial buildings it is just not here and I really don't know when and if it will come back again.

The opportunity where the large retailers are looking for is what Skechers did. It is taking 5 buildings that they currently have in Ontario and Mira Loma and putting them into one 1.8 million square foot facility that is better planned and better designed. Skechers saves 15 million dollars annually on their operating costs by moving to that facility. It is state of the art in terms of automation and everything else. It still produces 1,100 jobs; different kinds of jobs. They are not the old school fork lift and all that kind of thing. It is higher tech. It is all computers and that and that is really the direction that logistics is going to, but they are consolidated into one large building and saving money. That is what a number of retailers have seen and that is what they are looking and they need more product; they need opportunities to have those kinds of buildings and that is what the developer is proposing, is one 965,000 square foot building rather than 19 or more smaller buildings. The developer has a solid track record. They have built a lot of projects across the street. They are a national developer. They brought in Serta Mattress; Minka Lighting, ResMed, Frazee Paint and we are working on tentative improvements for Harbor Freight right now. They brought in National…Very respected companies that have produced jobs for this community.

That is really what we need. We need to look at opportunities and make sure that we the proper zoning in place, so this project has done all the EIR's; they've done… there are 80 pages of conditions of approval for this project. They have a significant buffer from the residential, but really the question is do you want 19 or more smaller buildings or do you want one large building. That really is the question, so with that I think from an economic development standpoint, certainly we support the project and I'm happy to answer any questions.

VICE CHAIR BAKER – Are there any Commissioner with questions for Staff?

COMMISSIONER OWINGS – Could I start up?

VICE CHAIR BAKER – Go for it Tom

COMMISSIONER OWINGS – Okay first of all I'd like to clarify something for the new Commissioners so should I address you Mr. Bradshaw?

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ASSOCIATE PLANNER BRADSHAW – I'd be happy to try to answer any questions that you have.

COMMISSIONER OWINGS – Because this Applicant is asking for a Zone Change, doesn't the Planning Commission have the absolute discretion as to whether or not to grant approval for this zone change? In other words take for example last week… a guy comes in and he has a little 16 house housing unit and it meets all the standards; it meets all the criteria; the Planning Commission would be hard pressed to not approve that without a really proper statement of findings, but in this particular case isn't it true that we have absolute discretion whether or not to approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – This type of a change along with the Municipal Code Amendment starts with the Staff presentation to the Planning Commission and their role is to review the information and make a recommendation.

COMMISSIONER OWINGS – No I'm not questioning that, I'm just trying to find our proper role. We have absolute discretion don't we whether or not we approve the Zone Change?

ASSOCIATE PLANNER BRADSHAW – The result of this evening would be a recommendation to Council.

COMMISSIONER OWINGS – Right, but we have absolute discretion, correct?

PLANNING OFFICIAL TERELL – That's correct Commissioner… this is what is called a discretionary review and therefore the Commission has as you said absolute discretion to recommend approval, denial or something in between.

COMMISSIONER OWINGS – So if you have absolute discretion we could potentially bargain for something that would go some standard in excess of the current standards for our approval, correct?

PLANNING OFFICIAL TERELL – You can ask…

COMMISSIONER OWINGS – We'll that's a bargain. Both parties have to agree right… we established that earlier

PLANNING OFFICIAL TERELL – That's correct

COMMISSIONER OWINGS - Okay I can tell that I'm not going to be a second term Commissioner. Can you tell that right now? You know first of all has there been a tenant identified for this?

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PLANNING OFFICIAL TERELL – Well that's really a question for the Applicant but our understanding is there is not a tenant.

COMMISSIONER OWINGS – So this is a spec building so we have no idea what type of business that is going to be housed in this 930,000 square foot building, correct?

PLANNING OFFICIAL TERELL – The specific type; no. It would have to be a range of business that is permitted in that zone.

COMMISSIONER OWINGS – So I looked at the South Coast Air Quality thing and you guys are the experts on all of this and this is a bit above my pay grade in terms of understanding some it, so we have to rely on you to make sure that I do and I do trust the City Staff to make the proper direction or to make the proper responses, but isn't a little hard to ascertain what the traffic would be on Redlands Boulevard if we don't know what type of business is going to go in that 900,000 square foot building.

PLANNING OFFICIAL TERELL – Well I'll defer to Michael Lloyd to answer that question but typically this is a term of our… we look at what is called the reasonable; it's often called worst case development based on agreed standards and I'll let Michael kind of explain exactly how…

COMMISSIONER OWINGS – Well I don't really want to get into lengthy detail, what I just really want to do…

PLANNING OFFICIAL TERELL – Oh it will be short

COMMISSIONER OWINGS – Okay, I just want a general answer to the question in general. Wouldn't it be kind of hard to ascertain the impact to the community both on traffic or pollution? It seems like I read through all of these people's concerns. They seem to center around traffic on the 60 center, traffic on Redlands Boulevard and they center on overall air quality as a result of the trucks etc, so it seems to me that it is a bit difficult to ascertain with any degree of accuracy unless we know what type of person is going to go into it and I'm just looking for sort of a general idea of whether you agree with that or not.

PLANNING OFFICIAL TERELL – Well the assessment was done as this being a warehouse facility, so it is a facility that has a certain number of truck docks and there are averages; accepted standards, but again I'll defer to Michael to talk about that.

COMMISSIONER OWINGS – Okay Michael… you know because there seems to be quite a bit of difference between and take for an example a Big 5 in Riverside across from Raceway Ford and the Skechers plant up here. You know Skechers has lots of truck bays. They may not be all used at one time. They

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may be used sort of for storage until they are filled or until they are directed. The Big 5 is not quite like that and you know from an honest observation of a neighbor of Big 5 which is close to a million square feet, I never see a truck go in or out of it. I would say the impact to the traffic in front of Raceway is almost negligible if any. The employees create more of a traffic problem than the trucks or anything so that is quite a different plant than maybe might or warehoused or might be placed in this particular project, correct.

TRANSPORTATION ENGINEER LLOYD – Correct… there is variation from warehouse to warehouse but as John indicated the standards that we follow are based upon averages, so the calculations are based upon observations as you indicated where there are some warehouses that have lower truck volumes versus warehouses that would have higher truck volumes and we develop averages and then apply it to the proposed project's total square footage and then distribute that traffic onto that street system for analysis.

COMMISSIONER OWINGS – Okay thank you. John it is my understanding that Fairview Highland is prohibited from any traffic on Redlands Boulevard as a result of an agreement between Highland Fairview and the Sierra Club. Is that correct?

PLANNING OFFICIAL TERELL – They are… there is a preclusion of opening up the road that connects to Redlands Boulevard until a future phase of that development and there is a restriction on the …

COMMISSIONER OWINGS - … truck traffic on Redlands Boulevard, right? That is why all truck traffic in Highland Fairview is directed to Theodore?

PLANNING OFFICIAL TERELL – Well as part of Phase 1, it is all directed to there because there is no connection to Redlands in Phase 1, but by Phase 3 there will be a connection and trucks will be directed to Theodore. Obviously once a truck leaves that facility it can't be prohibited from going to Redlands because Redlands is actually a truck route, but the intent and the agreement as you said with the Settlement Agreement subsequent to the approval of that project did kind of give a proactive requirement on the part of Highland Fairview as the landlord to direct trucks towards Theodore.

COMMISSIONER OWINGS – So you say you know Redlands Boulevard is a truck route, so if you know could you please tell me the basis on which the Sierra Club made that part of their agreement with Highland Fairview. I mean what was the purpose of it; what was their concern and how did the agreement resolve their concern or address their concern?

PLANNING OFFICIAL TERELL – Well I can't speak for them. I think there was a concern of adding a lot of truck traffic to a route that is heavily used for commuter traffic primarily from Moreno Valley to the freeway or from Moreno

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Valley to and from Redlands, so there was a concern about if trucks go to Redlands they might be more likely to drive north to and through San Timoteo Canyon to get to the 10 freeway, so I think that was as I recall was their major concern was that trucks needed to be directed towards the freeway.

COMMISSIONER OWINGS – That concern would be just as valid for this proposed project wouldn't it as it was for Highland Fairview?

PLANNING OFFICIAL TERELL – I can't speak for them…

COMMISSIONER OWINGS – In your opinion

PLANNING OFFICIAL TERELL - … but I would suspect they might have a similar concern as I think is expressed maybe in some of their comment letters in the Environmental Impact Report.

COMMISSIONER OWINGS – So maybe impossible to direct traffic from the new project to Theodore but is there a similar possibility of a solution that Sierra Club was able to work out with the developer of Highland Fairview with the current developer of this proposed project?

PLANNING OFFICIAL TERELL – There are not the same options for this property. Obviously this property is much smaller than the Highland Fairview project. It is roughly a third the size of that and truck traffic can go towards Redlands or at some future date could go towards Moreno Beach, which I'm not sure that is a better alternative.

COMMISSIONER OWINGS – Okay, when addressing Tom Hyatt's concerns in your packet in locating the warehouse to another area, the City Staff recommended five alternative sites and reasons why the five alternative sites were not suitable. Noticeably absent from the list was Highland Fairview's property which has approximately 20 to 40 million square feet of available warehouse space. Is there a reason the Staff did not include Highland Fairview in the analysis?

PLANNING OFFICIAL TERELL – Are you referencing in the alternative section of the EIR? I think the…

COMMISSIONER OWINGS – Well in your response to Tom Hyatt's letter, you stated that you had Staff look at the available sites and there were five and there were actually four but you added a fifth one and that none of those sites were really suitable for this project, so I was just wondering why Highland Fairview was not on …

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PLANNING OFFICIAL TERELL – The reason is because other than the Skechers facility, the Highland Fairview property to the south does not currently permit this kind of development on it.

COMMISSIONER OWINGS – Well neither did some of the sites that you proposed as alternate sites, so I don't see that as a criteria for excluding it. You even mentioned in one of your comments that some of those sites would require a zone change.

PLANNING OFFICIAL TERELL – Well I guess I need you to reference the particular page because I am not the person that responded to that.

COMMISSIONER OWINGS – It was actually Jeff because it is unfair to put you on the hot seat. But anyhow is there any reason why Highland Fairview was not included as a potential alternate for a site when you were responding to Mr. Hyatt.

PLANNING OFFICIAL TERELL – I can't think of a particular reason why it would not have been included or it was not included.

COMMISSIONER OWINGS – Okay, alright, this question is for both I think for you John and for you Mr. Foster. It is my understanding the City and you just kind of eluded to that fact, just to prove a City Development Plan or I think that is probably the wrong terminology but you get the idea… what is it; the Action Plan last month and you know from what I read off of the website it was approved by City Council 5 – 0 which designated the area east of Redlands Boulevard as the future corporate park development. How does this project fit into that development plan? Why doesn't it? If the City Council directs in their plan that this type of development would be placed east of Redlands Boulevard, why are we recommending approval for this plan at its current location?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I'm not sure specifically mentioned east of Redlands. It talked about the Rancho Belago area and that's a much bigger area.

COMMISSIONER OWINGS – It does mention that particularly east of Redlands Boulevard.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – I think it was specifically talking about the Moreno Highlands Plan.

COMMISSIONER OWINGS – Let me ask you a question. If it says, if the current plan approved by the City Council says that this type of development should occur east of Redlands Boulevard, would that alter the Planning Staff's opinion of the project?

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PLANNING OFFICIAL TERELL – No, I believe and if I can speak to the most recent action by the City Council; that related to creating additional General Plan designated areas where industrial development could occur and this particular site is already in the General Plan allowing industrial uses.

COMMISSIONER OWINGS – Well it is not allowing the use that they are asking right now or we wouldn't be talking about it.

PLANNING OFFICIAL TERELL – That's correct, but it does allow industrial uses.

COMMISSIONER OWINGS – Alright, I'm bordering on arguing here and I'm sorry. Did the Planning Staff give consideration to require the consistent architectural design consistent with Highland Fairview's building be made a condition of this project to prevent the area from becoming a hodge-podge of building designs. If you look at the industrial site on Sycamore Canyon between Alessandro and Box Springs, it looks like a checkerboard. It looks like somebody said let's try this and let's try that, let's try this and you know this is going to be visible from the freeway and if we are trying to make Rancho Belago into a up-scaled community development park why wouldn't higher standards be required of this building, so the simple question is did you consider it?

PLANNING OFFICIAL TERELL – Well I'm not quite sure what you mean by higher than what?

COMMISSIONER OWINGS – Well you know I'm not talking but beauty is in the eye of the beholder, whether it is a pretty building or it is an ugly building, but it seems to me that there could have been some consideration given and I just want to know if you did to making this project a condition of approval for the zone change that this builder; that this development be consistent in its architectural design with Highland Fairview.

PLANNING OFFICIAL TERELL – And I guess the quick answer to that is no. This is not part of a Specific Plan that has established a particular type of design. Staff did look at this and wanted a high quality of design and also if you look at it, it includes of similarities. The color palette is similar. It is basically white. Most of the building is white and it also includes the spandrel glass which is a material that is very prevalent on the corners of the Skechers building.

COMMISSIONER OWINGS – But there would be nothing that would prevent this Planning Commission to make that a condition of approval, would it?

PLANNING OFFICIAL TERELL – I guess if we could define what that meant…

COMMISSIONER OWINGS – Well at least consistent with the project. I think that's pretty clear. I have seen that lots in Planning Commissions.

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PLANNING OFFICIAL TERELL – I would ask for clarification of it because we would not… I mean Planning Staff would never recommend that this building look exactly like the Skechers building. Probably different than Sycamore Canyon which I agree there is quite a variety of architecture over there and colors; is the Ontario Business Park east of the Airport. It is actually a Specific Plan but you look at the buildings and they are sort of different but they all kind of blend in.

COMMISSIONER OWINGS – John you know there is no standard for Moreno Valley for this; there is no City standard, so the Planning Commission has to act as that standard. Wouldn't you agree? We have to be the one that set the standards.

PLANNING OFFICIAL TERELL – You need to provide direction to set the standards. That is correct.

COMMISSIONER OWINGS – So if we want to have an upscale development park there, shouldn't some consideration be given to creating a building that is consistent with the largest building in the City?

PLANNING OFFICIAL TERELL – And I guess my contention would be that it is.

COMMISSIONER OWINGS – So then Mr. Foster I just was wondering instructionally, could you tell me what the definition of work force is on the chart you passed out.

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – It is all jobs in that community. I don't have a break down on types. It is total work force.

COMMISSIONER OWINGS – When you say all jobs is that all jobs held by people who live in Moreno Valley or is that all jobs held by anybody?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No, those are jobs that are currently in Moreno for all types and that is the same thing with those other communities.

COMMISSIONER OWINGS – So for example taking Ontario, we don't really know if anybody that works; that 107,000 do we know if they live in Ontario?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – We don't, so that might be an unfair comparison right?

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COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No what we are looking at is a jobs balance of housing units…

COMMISSIONER OWINGS – But it really doesn't measure employment in Moreno Valley does it?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No it does not.

COMMISSIONER OWINGS – Thank you. Alright, Industrial Business Park down here where you have these percentages is for each of those, are you trying to equate Industrial Business Park square footage with the percent with employment? Is that what you are saying that there is a direct correlation?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – That's the percentage of Industrial and Business Park zoning in Moreno Valley and those other communities and there is a correlation between the jobs that you can produce from that kind of development.

COMMISSIONER OWINGS – But there might be other factors that might cause Moreno Valley for example to be less than Ontario that are not taken into consideration in this analysis?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes there is

COMMISSIONER OWINGS – Thank you and there could be many factors, right?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Thank you… so the real question is my opinion… Let me ask you a question too. What is your official title for the City?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Community and Economic Development Director

COMMISSIONER OWINGS – So are you John's boss?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – Yes

COMMISSIONER OWINGS – Do you feel a bit funny about advocating so heavily for this in front of this Planning Commission when in fact they are supposed to be the City Staff and take an objective look?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – My comments were from an economic development standpoint.

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COMMISSIONER OWINGS – Well I appreciate that you are wearing that hat, but when you are back in the office does that present a problem?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER OWINGS – Thank you. So that's about it. Thank you.

COMMISSIONER VAN NATTA – I wrote a list of questions and you have hit most of them already but I do have a question. Isn't there plans in the future for a school over on that side of town like maybe north of the freeway north off of Ironwood someplace or sometime in the future?

PLANNING OFFICIAL TERELL – The School District is considering two potential sites for a future High School. They have not yet made a determination. One of those is on Ironwood west of Redlands and the other is at Ironwood and Nason.

COMMISSIONER VAN NATTA – Okay would it be likely that students from the south side of the freeway would be attending that school?

PLANNING OFFICIAL TERELL – It's hard to tell but one of the other things that I participate in is the School Attendance Boundary Committee as a representative and the intent of the School District Staff in looking for High School 5 is really to have all students north of the freeway go to a high school north of the freeway. Valley View High School which is the closest High School in that location, half of their students come from north of the freeway, so one of the thoughts about having High School 5 north of the freeway is that they could have the freeway as a dividing line for school attendance boundaries, but there is nothing to say that students south of the freeway might not attend there just like students north of the freeway now attend Valley View.

COMMISSIONER VAN NATTA – Okay because I'm looking at the traffic patterns here and I'm concerned about people who are going to the north side to the south side, whether it is for work or whether they are driving through San Timoteo to get to work or something like that because if Redlands is now going to be used as a truck route in and out of this location and Moreno Beach is a very busy intersection there with all the businesses and everything and Theodore is being used by trucks, that really limits the amount of access that people south of the freeway have to north of the freeway or to that route up there through the hills to go to work in San Bernardino or Redlands or any place up there and I remember all the debate that went on about building the Highland Fairview project and people concerned about traffic and I remember how strongly it was emphasized that oh no it is not going to be a problem. All that traffic is going to in and out of Theodore and I even saw I thought at one point an architectural rendition showing how it was going to be developed along the future Eucalyptus Avenue to where the trucks could not even go through there to get back onto the

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freeway, they would have to leave the Highland Fairview project, go to Theodore and get on the freeway, so this comment about them being able to use Redlands in the future was a little puzzling to me because I thought it was really clear that the truck traffic was going to be on Theodore.

PLANNING OFFICIAL TERELL – That is the intent of that project and that is the commitment of the developer of that project. The graphic that was shown that I think showed kind of and looked at what is similar across Sunnymead Boulevard as you get up at Frederick, but that is not a requirement of that project. It was just a suggestion that they had or something that might prohibit or you know really make it physically impossible for trucks to go towards to Redlands. The reality is that they've made an affirmative commitment to direct to director traffic to Theodore, but in the final analysis, they can't. It would be very difficult to never have a truck go that way, but your question I think was what is the impact on Redlands Boulevard relative to truck traffic and I'm going to defer to Michael Lloyd because that is an element of the Traffic Study to identify how many trucks and motor vehicles would be accessing Redlands Boulevard to get to the freeway and what is the mitigation to make sure that with that additional truck traffic, should it be approved, that street still operates at a safe and appropriate level consistent with our General Plan.

COMMISSIONER VAN NATTA – And as an add-on to that question I would ask other than I heard you speak about a traffic lane on Redlands Boulevard, but I didn't hear about any specific improvements that this developer would be contributing to on the Redlands interchange. I think it is going to need more than just adding a simple traffic lane to do that and recalling again what we went through on the approval. I mean I watched all the meetings and everything like that and all the things that were required for the development for Highland Fairview. Are there similar mitigations being required of this developer? How much money is going to be put into developing freeway on-ramps and off-ramps and that whole interchange there that is going to be chargeable to this site which isn't a third of the Highland Fairview but more like 40 percent?

PLANNING OFFICIAL TERELL – Well Highland Fairview is actually approved for 2.4 million square feet of industrial and then it has its commercial in addition to that, so it is the total and not just the current building, but yes there are similar mitigation measures and I'll defer to Michael to kind of list those briefly.

TRANSPORTATION ENGINEER LLOYD – Good evening again; Michael Lloyd with Transportation Engineering. Based on the Traffic Study that was conducted for this project, the project applicant would be required to install a traffic signal at Redlands Boulevard and the State Route 60 westbound ramp. They would also be required to install a traffic signal at Redlands Boulevard and Eucalyptus Avenue. The applicant would be required to construct an additional southbound auxiliary lane along Redlands Boulevard between State Route 60 eastbound ramp down to Eucalyptus Avenue. The applicant would also be required to

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improve the intersection of Redlands and Eucalyptus to include turn lanes; that includes a northbound left as well as a southbound right turn lane. The project applicant would also be required to improve the intersection of Redlands Boulevard and State Route 60 eastbound ramp to provide turn lanes. Currently there is a northbound left turn lane. This project would be required to install in the eastbound direction a left turn lane as well as a right turn lane. Currently there is only one lane there, so this would be required to put in an additional turn lane to accommodate the right turning trucks and cars. This project would also be required to install improvements at Redlands and the State Route 60 westbound ramp. I don't recall off the top of my head and I apologize what turn lanes are out there currently today, but I believe there is a northbound through lane; a southbound through lane and this project would be required to construct a northbound right turn lane again to accommodate traffic from south of freeway turning onto the ramp and those are the specific improvements that this project would be required to construct.

PLANNING OFFICIAL TERELL – And those would be similar but not the same as the improvement that Highland Fairview is doing on Theodore.

COMMISSIONER VAN NATTA – Uh huh, so that is in anticipation of a great number of trucks going up and down on Redlands which still doesn't address the fact of what about people going in private cars north and south of the freeway. That still doesn't leave us a safe and easy way to get across without being subject to additional traffic there, but okay I see…

PLANNING OFFICIAL TERELL – There will be additional traffic and there will be truck traffic, so I think the Traffic Study shows that it would meet the standards for the City of Moreno Valley for its General Plan, but again it is obviously going to be more traffic than is there today and trucks that are not there today.

COMMISSIONER VAN NATTA – But what is difficult is gauging the amount of traffic because we were able to take a look at and you know count how many trucks was Skechers going to use because we knew who the tenant was going to be and what are their plans and when do they run and everything else like that, but this still leaves a lot of questions about that. My other question has to do with the chart that you gave us and you are comparing several different communities here to Moreno Valley, but then when you get down into the Industrial and Business Park zoning who have included a couple of other communities. I just want to make sure John was listening because I had a question.

PLANNING OFFICIAL TERELL – I'm sorry… I was just checking because we were thinking that the Traffic Consultant that prepared the study; obviously Michael reviewed it and is very well versed in the City's standards, but it is our understanding that the Traffic Engineer who prepared the Study that was reviewed by Michael is also here, so if we need him I just wanted to verify that but I'm sorry, your question…

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COMMISSIONER VAN NATTA – Okay… yeah but just in response to that, that still is using supposed numbers of maybe and we don't know until we know who the tenant is going to be on that property how it is going to be affected.

PLANNING OFFICIAL TERELL – Right and the reason we do that is because first of all a tenant is not… let me go back. For the Highland Fairview project, the analysis was done the same way as the analysis for this project. The added information was for Skechers as they had more specific information which was lower than what the study indicated, so it was just more information, but the standard; that project was actually reviewed based on the same standard of an average and Skechers identified their truck traffic is lower than the average and whether that changed the decision or not I'm not sure, but the other thing to take into account is once a building is built, we can't assume that the same tenant will be there until the building is torn down or redeveloped, so that's why we have to look at it at this average.

COMMISSIONER VAN NATTA – I understand that when you have somebody in with a 20 year lease or something, at least you know you have some certainty of what is going on for the next 20 years. In looking at your chart here with your Industrial Business Park zoning and the other cities that have been added here and you said there is correlation to employment levels and the amount of Industrial and Business Park zoning in a city, does that mean that Perris with 21.7 percent of Industrial and Business Park zoning as compared to Moreno Valley's with 9 percent has a lower unemployment rate?

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – No

COMMISSIONER VAN NATTA – I didn't think so

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – We didn't have the work force numbers for those three communities so we didn't include those.

COMMISSIONER VAN NATTA – Because it is my understanding that Perris' unemployment level is just as disastrous as Moreno Valley's and yet they have more than double the amount of Industrial and Business Park zoning within their City, which there again we get back into we don't who the tenant is and it is kind of like if I wanted to rent out a room in my house because I need more money, I'm going to very, very careful who I rent to because I want to protect my children and I want to make sure it is safe and everything like that and knowing who is going to be moving in is kind of a nice thing to know if we have it and in this case we don't have it. All we know is that it is going to increase truck traffic on a street that we as the residents were told before was going to be protected from truck traffic. I guess I'm arguing and I should be just asking questions. Okay that was all I had to know.

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COMMISSIONER SALAS – I'm kind of confused. Are we adding a lane to the ramp or are they going to add a lane or are they going to widen the ramp… I mean the bridge over the freeway? Are they widening that?

TRANSPORTATION ENGINEER LLOYD – They would not be conditioned to widen the bridge structure.

COMMISSIONER SALAS – So in other words we're going to add lanes that are going to funnel down to one lane because that is only a one lane going across. Is that correct?

TRANSPORTATION ENGINEER LLOYD – That is correct

COMMISSIONER SALAS – That's not good

COMMISSIONER OWINGS – Just to follow-up to your question, when you say you know if they have been moved out 12 years; a tenant moves out in 10 years, John wouldn't they still be bound by the conditions of approval if they moved in 20 years from now or 30 years and then they'd be right back here asking us to amend those conditions, so it's not really an accurate analogy is it?

PLANNING OFFICIAL TERELL – As long as they can continue to meet the conditions of approval and typically the environmental is done for this broader range of possibilities and not just a specific tenant. That was my point.

COMMISSIONER OWINGS – If Big 5 went out of business tomorrow in their distribution center across from our dealership, any potential tenant would be bound by any of the conditions of approval for that project and they would have to come here or to the Planning Commission in Riverside to seek changes to it, so it's not like it's open season when someone moves out.

PLANNING OFFICIAL TERELL – No, they still have to comply with the conditions of approval and again the conditions of approval, other than special conditions that might have been added are based on the averages. They are not based the specific tenant.

COMMISSIONER OWINGS – So and then on these Industrial Business Park zoning statistics we really probably should have a breakdown between the Industrial and the Business Park portion of it; right, the large buildings versus the small buildings for each of those cities before we can make any real beginning of any kind of analysis as to which one of those types of businesses produces the most business. Now I understand now that the current business climate says you know the bigger buildings are more in favor than the smaller buildings, but there is no real correlation between the size of the building and jobs created are there?

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COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOSTER – There is not and cities will differ in terms of what they classify as a Business Park. Not every city is unique to what Moreno Valley does where they require that 50,000 square feet or smaller. There are a lot of communities that would have Business Park zoning that would require a larger building.

COMMISSIONER OWINGS – You know I just, if by manner of just reminding everybody the definition of average; it is the best of the worse and worst of the best, so depending on where you fit in on that average, it could be good or it could be bad, so that is just more of a comment.

VICE CHAIR BAKER – Okay, is there anyone else for comments to the Staff?

COMMISSIONER OWINGS – I do have one. I hate to belabor it but intellectual honesty demands me to ask you this question. Paul Claxton writes and he says I can hardly wait for 200 semi trucks an hour to roll down the 60 Freeway, Ironwood and other streets creating the noise and the pollution. That is not a factual statement is it?

PLANNING OFFICIAL TERELL – That is related to the Skechers warehouse, right; the comment…

COMMISSIONER OWINGS – Well right, but even that… is that factual?

PLANNING OFFICIAL TERELL – No

COMMISSIONER OWINGS – It is not factual, so what would that actual number be?

PLANNING OFFICIAL TERELL – Something less than 200… There was a number there and I thought it was something of over a little over a thousand was the average… kind of the… It wasn't related to the specific… I believe with Skechers it was a very low number because they knew exactly how many trucks that would be coming in and out of there…

COMMISSIONER OWINGS – And they certainly wouldn't be on Ironwood would they?

PLANNING OFFICIAL TERELL – No, Ironwood is not a truck route is it?

TRANSPORTATION ENGINEER LLOYD – That is correct. Ironwood in this particular area is not a truck route and so they would be prohibited from using Ironwood.

COMMISSIONER OWINGS – Well he goes onto say this warehouse hasn't created a single job in the City. That's not true either is it?

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PLANNING OFFICIAL TERELL – Well it has created construction jobs certainly already.

COMMISSIONER OWINGS – Alright… Well I just think everybody should be honest in their comments.

VICE CHAIR BAKER – Okay, moving on. Does anyone else want to comment? At this point I think we'd like to bring the Applicant forward. Would you please state your name and address for the record.

APPLICANT RICE – Sure my name is Dennis Rice and I reside at 201 Covina, Long Beach, California. I'm with Ridge Property Trust and we're the developer of the proposed project which we call West Ridge Commerce Center. By way of background, Ridge Property Trust is a private real estate investment trust. It was mentioned earlier that we are a national company. We are headquartered in Chicago. We have an office here in Southern California, one in Dallas, Texas and one in Monterey, Mexico and we've done some other work in the City of Moreno Valley and also here in the East Inland Empire. Specifically we have developed about half of the Centerpoint Business Park Project across the street here, which is bounded by Frederick to the west; Cactus to the south; Alessandro to the north and Heacock to the east there. We've built five buildings totaling about 1.85 million square feet. They are all 100 percent leased right now and we have about six more buildings to build there, totaling about just under 1.2 million square feet and that will finish out that project. It is 162 acres. We also have a building down in Perris that we developed. It was 1,310,000 square feet and that was leased out to Hanes Brands and we have room down there to do about another 2.6 million square feet in addition to the building that we're proposing today of 937,000 square feet.

One thing I'd like to point out with the Hanes Brands because we have talked about truck traffic and averages and the best of the worst and the worst of the best, is Hanes again is 1,310,000 square feet. They have and depending on their season; right now they are in their back to school season. They employ between 800 and 900 people in that facility. They average throughout the year 25 inbound trucks and they average 40 trucks per day that are outbound, so a total of about 65 trucks per day on average, which kind of goes to some degree with what Mr. Owings was saying with the Big 5 facility over there near the Raceway Ford Dealership. Before I go any further, I'd like to thank the City Staff; especially Jeff and John. We've worked really hard on this project to get it to this point. Also, I appreciate all the input of the other Planning groups and all the different departments within Public Works, Parks and Community Services and the Police and Fire folks. We've owned this property now for a little over 4 years. We bought it in March of 2007.
One thing I would like to talk a little bit more about the project. I think Jeff did a great job of explaining all the particulars about the project, but one thing we did

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and I believe you may have gotten this package from me is we did a Community Outreach Program that we started about a year ago in June of 2010 and what we did with that program is we mailed about 20,000 project brochures to the residents on the east side. It was a four page color brochure that had a tear away card that people could mail back in and what we got out of that was about 154 responses out of the 20,000. Six of those went undecided; 29 were in opposition of the project and 119 were in support of the project. Back in October of 2010 we hosted a project Open House at our Centerpoint Project where we invited all the people that replied to the cards, various community leaders within the City of Moreno Valley and also the different Moreno Valley Chamber of Commerce's and back then in November we did a promotion to make the community aware of the Public Hearing/Public Information Meeting that was going to take place on December 2nd and also on November 13th and December 11th, we walked door to door on that east end of town and handed out about 800 project brochures on this particular project here and engage with people and answered any questions that they might have with regards to the project within the packages all the response cards that we got in the mail and again some were in opposition and some were in favor and there were some good comments and we have a project website that people can go and refer to.

We have a link to the Draft EIR and also the Final EIR. We also have a 1-800 number they can call and can leave a message and we get back to them and try to answer any questions they may have or discuss any issues that they have. With that we've got our team here that put together the EIR; Ross Geller and Charlie Wray with Applied Planning and are here to answer any questions and also we've got Eric Affith(?) with Urban Crossroads to answer any questions with regards to the Traffic Study that was done.

COMMISSIONER OWINGS – Mr. Chairman may I ask a few questions?

VICE CHAIR BAKER – Yes

COMMISSIONER OWINGS – Mr. Rice my name is Tom Owings; welcome.

APPLICANT RICE – Thank you

COMMISSIONER OWINGS – You know my view of this job is I don't have a dog in the hunt. I am not on anyone's payroll except my own and I feel that our job as Commissioners is just to make sure that everybody in the audience has their questions answered that they would ask if they were sitting here, so I hope you will take my questions in that spirit.

APPLICANT RICE – Sure

COMMISSIONER OWINGS – This is a very impressive book and in fair disclosure/ full disclosure I live on Canterbury Downs Way, which is not within

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300 feet of your project, but I do live within a close proximity to it, so I did get one of these beautiful folders that you sent; questionnaires. I looked it over from head to toe and I couldn't find anywhere in here where you said how large this building was going to be in this brochure. There is nowhere in this brochure does it say it's a million square feet and now I do have to tell you that I've had two cataracts repaired since then or prior to that so I have may have missed it, but I don't see it and I just wondered why it wasn't mentioned when you got the public response.

APPLICANT RICE – Yeah, I don't know the answer to that Commissioner. I believe there were references to the website where you could gather that information.

COMMISSIONER OWINGS – Well you know the question just is begging you know if it is going to create a lot of jobs and have all the positive attributes or things to the community that are attributed by the size of it, that we would mention the size, but that is okay. So then the other thing that I noticed in it was that there were like 19 people who said they were against your project and they basically talked about traffic congestion. You know there were a few vague illusions to you know livability of the neighborhood but really I just don't know, I can't put a finger on what that is… Traffic we all know; pollution we all know and congestion around it by trucks, we all know, so of the people that said that they in favor of it, other than the fact that they didn't realize it was a million square feet. I didn't see a lot of comments about it. There were a few that said jobs, so I wondered if you could address how many jobs will be brought to the community as a result of it, since we don't even know who is going occupy it.

APPLICANT RICE – That is a great question. I don't know the number of jobs. All I can tell you is…

COMMISSIONER OWINGS – Okay, but you do allude to it in your brochure as 300.

APPLICANT RICE – That is based on the number of parking stalls that are available

COMMISSIONER OWINGS – The parking stalls respectfully don't equate to jobs.

APPLICANT RICE – True

COMMISSIONER OWINGS – Especially in the days where they stress so much carpooling

APPLICANT RICE – Right and I'll give you an example of that down in Perris at the Hanes Brand building, they have 800 to 900 jobs. We have 375 stalls associated with that building.

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COMMISSIONER OWINGS – But there again, those are all estimates. You say to the Planning Staff that we are going to have 300 jobs and they tell you how many parking spots you need.

APPLICANT RICE – No, I think that is based on…

COMMISSIONER OWINGS – Well it is based on a Code

PLANNING OFFICIAL TERELL – It is based on the square footage of the building

COMMISSIONER OWINGS – Right, so it is a formula

APPLICANT RICE – Right

COMMISSIONER OWINGS – It doesn't necessarily equate to jobs

APPLICANT RICE – You could have more or you could have less

COMMISSIONER OWINGS – So what I'm asking you is you know it doesn't that that 300 number in this brochure really equates to anything except parking spaces. Is that a fair analysis?

APPLICANT RICE – I guess so, yes

COMMISSIONER OWINGS – And another thing I noticed is that a hundred and something people that said they were in favor of the project, many of them didn't say what zip code they were in and there were a lot of different streets. Was any attempt made on your part on your behalf to determine how many of the people in favor of this project were really living within proximity to the building?

APPLICANT RICE – No, we did not do that

COMMISSIONER OWINGS – So there could be people that aren't even in the same zip code responding that they are support of it. Is that an accurate statement?

APPLICANT RICE – It could be accurate. We could give you a copy of the mailing list if you'd like

COMMISSIONER OWINGS – Well I understand it, but that's a lot of time for me to get a map out and find out where all these people are. I'm just asking did you make any attempt to determine the proximity.

APPLICANT RICE – No we did not

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COMMISSIONER OWINGS – So there could be people who are saying they are in favor of it that live on the other end of town.

APPLICANT RICE – Well the mailing list was pretty much directed to the east end of town.

COMMISSIONER OWINGS – Okay, but I noticed there is one in here for 95551 and it would seem that this building is in 95555, which is the largest zip code in the city.

APPLICANT RICE – Okay

COMMISSIONER OWINGS – So my point is there obviously were people who were mailed this survey… I'm not trying to be argumentative; I'm trying to figure how much weight I should give this survey.

APPLICANT RICE – What I think I'll do is I'll get you a copy of the list and…

COMMISSIONER OWINGS – No, I'm asking you to tell me now.

APPLICANT RICE – I don't have that information with me here…

COMMISSIONER OWINGS – The question is simple. Let me finish the question and then you can answer it. There is a possibility that people said they were in favor of this that do not in close proximity to the building. Is that a correct statement?

APPLICANT RICE – If you say it is, then I'll agree with you.

COMMISSIONER OWINGS – I'm asking you. You did the study.

APPLICANT RICE – We mailed it out to 20,000 people Commissioner…

COMMISSIONER OWINGS – So a fair response is would be you don't know
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APPLICANT RICE – I don't know and what I'll do…

COMMISSIONER OWINGS – I can accept I don't know

APPLICANT RICE – Okay, what I'll do is I'll go back and we'll pull those cards and we'll map those 119 people were.

COMMISSIONER OWINGS – So you mentioned Hanes… I like your example of Hanes, but that is not the tenant here, right?

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APPLICANT RICE – That's correct

COMMISSIONER OWINGS – Okay, so their usage really might not relate to the potential use/potential tenant here.

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – So have you ever signed as a developer; have you ever signed a lease for the development of a large building and then gone to the City and sought entitlements?

APPLICANT RICE – No, because I don't think I could build the building without…

COMMISSIONER OWINGS – Well you sign the lease conditioned on entitlements, right? Have you ever done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – Okay, so that is not a practice among builders of large buildings?

APPLICANT RICE – No and I don't think there is really any tenants in the market that would ever sign a lease conditioned on entitlements because there is no guarantee that they are going to be able to get that building.

COMMISSIONER OWINGS – Are you familiar with Skechers?

APPLICANT RICE – Sure

COMMISSIONER OWINGS – Did they sign a lease prior to having all their entitlements?

APPLICANT RICE – I don't know
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COMMISSIONER OWINGS – I think they did. John do you know?

PLANNING OFFICIAL TERELL – Well that was what…that was said and…

COMMISSIONER OWINGS – So to the best of your knowledge Skechers signed a lease prior to having its entitlements?

PLANNING OFFICIAL TERELL – Yeah, but I will say that is very unusual

COMMISSIONER OWINGS – That's unusual, but that's what happened, right?

PLANNING OFFICIAL TERELL – Yes

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COMMISSIONER OWINGS – Okay, but you have never done that?

APPLICANT RICE – No

COMMISSIONER OWINGS – So it would make it more difficult to get somebody to sign on without entitlements?

APPLICANT RICE – It would. If you weren't able to get the entitlements they obviously would want a right to cancel the lease

COMMISSIONER OWINGS – But right; I agree with that. That would be obvious. My point is this; you know this is kind of a pig in a poke to us and it would sure… and I'd probably vote for it in a nanosecond if I knew who was going in there and the City had some way of really having a better estimate of all the impact that it could have to the City and the residents around and so you know I'm just trying to get to that point to I can vote for your project, so I'm just wondering could we or how uncomfortable you'd be to say come back to us after you've had a tenant in mind or even…

APPLICANT RICE – And then seek entitlements then…

COMMISSIONER OWINGS – Well seek the zoning change, yes

APPLICANT RICE – Um, I think it would be very difficult because there are other opportunities for those tenants to do those build to suits with a guarantee that they can get that building and there is obviously a lot involved planning wise for a user of that size to know that they are guaranteed a building there or not.

COMMISSIONER OWINGS – Would you have any objections to my earlier comments to making the building consistent to the Skechers building architecturally?

APPLICANT RICE – I think like you said, the beauty is in the eye of the beholder and I think this building is just as good or if not better than the Skechers building.

COMMISSIONER OWINGS – Well in terms of the standard of construction, would you say it is going to be the same standard of construction?

APPLICANT RICE – What is standard of construction mean?

COMMISSIONER OWINGS – Well the level of construction; excuse me; wrong term. Would it be the same level of…?

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APPLICANT RICE – Yes, it will be a concrete tilt-up; extensive amount of glass. It has got a lot of that metal that you see on the Skechers building around the square windows.

COMMISSIONER OWINGS – Yeah but, okay, but it does look totally different than the Skechers building to me. Would you have an objection to a condition that would require you to make it more consistent with the Skechers building?

APPLICANT RICE – I think I would, yeah

COMMISSIONER OWINGS – Fair enough

APPLICANT RICE – Skechers is Skechers and we don't want to be like Skechers and we don't want to be like Highland Fairview. We want to have our own identity and I think it is better for the City too.

COMMISSIONER OWINGS – Well you know it seems to me that you are going to want people to move or whatever tenant comes into that particular building is going to want people to live where they work, right?

APPLICANT RICE – Yes

COMMISSIONER OWINGS – So we have to have an eye to protecting the visual impact that this building will have in the very area in which we're going to ask these people to live. Would you agree with that?

APPLICANT RICE – Absolutely

COMMISSIONER OWINGS – You know, initially when Skechers opens, it is my understanding that most of the people that will be employed there probably still live in Ontario, so it is our job as a City to seek those people to come over here and live here so that there being here means something; taxes; spending their money here; etc, etc., so it would seem to me that we don't want to have an eyesore from one end of the 60 freeway to the other of these large buildings that all look alike, so I'm hard pressed to understand while consistency in architectural design is so objectionable, but with that I'll just pass it on to the other Commissioners.

COMMISSIONER VAN NATTA – I had a little time on my hands while I was watching Dancing with the Stars the other night and I went through a couple of pages of the comments, just where you had the addresses and stuff of the people and I did mark down on a map. I used red for the people who were against it and green for the people who said yes they would like it and I know you probably can't see too much of that here and this isn't all of them by any means, but it might not surprise you to know that the closer they were to the project and the more rural or larger the properties that they lived in, the more likely they were

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to say they did not want the project there and that most of the responses that said yes they liked the project were clear down along the south side of town along LaSalle, south of Iris; some of them over in the 92551 area and so it seems like those that are most impacted with the project and have the biggest objection to the traffic and everything else like that were the ones that were closer, so just kind of respond to what you were asking him about that and that does kind of give a feel there, but also I circled in purple on this from your report here when you said that you did door to door in a particular area and with one exception and that was clear down on this side of here, just going through those first couple of pages where there were yeses and no's, all the ones that were within that area that you seem to feel that were most impacted where the ones that said they didn't like the idea of the project there, but that was just to elaborate on what you were talking about where it was. I didn't really have any other questions beyond that except for your hotline and I'm looking at what you gave us on your hotline and the answers that they were allowed to give after name, phone number, email address, their options were yes, undecided and looking for work. There wasn't anything there that said no, so if they did call into the hotline and it is interesting that almost everybody that said yes, also marked the looking for work, which might have impacted their answer yes, but why wouldn't the hotline have an opportunity to say they didn't like it rather than yes or undecided.

APPLICANT RICE – I don't know the answer to that question

COMMISSIONER VAN NATTA – Okay, fair enough, thank you.

VICE CHAIR BAKER – Is there anyone else? Okay, Commissioner Crothers has a quick question?

COMMISSIONER CROTHERS – I just want to thank my fellow Commissioners for bringing up some of the issues that I also have while going over these proposed projects and I just want to thank you for being so efficient and thorough.

VICE CHAIR BAKER – Is there anyone else for questions to the Applicant?

COMMISSIONER OWINGS – You know Mr. Rice I wonder is there anything that we should have asked you that we didn't that you'd like to elaborate on or any of the people that you brought with you that could inform us of the traffic situations beyond or any of the other concerns that you would like to address tonight?

APPLICANT RICE – No I think you did a pretty good job. Nothing comes to mind that I would want to ask you right now. We have put a lot of work into this and I appreciate your consideration. I guess I could ask my team if they have got anything they'd like to contribute.

COMMISSIONER OWINGS – Certainly, with your permission Mr. Chairman

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APPLICANT RICE – We'll wait until Public Comments. Okay, thank you

PLANNING OFFICIAL TERELL – Yeah Chair, at this time and I don't know if this might be an appropriate time to take a short break if you like or not before we start the Public Comments. I do know that Commissioner Crothers has to leave to go to work, so…

VICE CHAIR BAKER – That's fine, do we need a…

COMMISSIONER OWINGS – Maybe we should just soldier on

PLANNING OFFICIAL TERELL – That's up to you, but I just wanted to give Commissioner Crothers…

VICE CHAIR BAKER – She is going to work, so if want to keep moving forward, I'm with you on it okay.

PLANNING OFFICIAL TERELL – Obviously we'll have a tape of these minutes, so should a decision not be made tonight you would have an opportunity to review those and still participate.

VICE CHAIR BAKER – Oh do you want to take a break?

COMMISSIONER SALAS – No go ahead

VICE CHAIR BAKER – You're okay… We'll open the Hearing up for Public Comments on Item No. 3.

PLANNING OFFICIAL TERELL – If we can just hold off allowing Commissioner Crothers to leave and then we can start so she is not walking in front of somebody that is speaking.

VICE CHAIR BAKER – Thank you. Okay our first speaker will be Susan Zeitz; excuse me and we do have a three minute limit. Please state your name and address.

PLANNING OFFICIAL TERELL – Yeah unfortunately those are the rules that have been established, so…

SPEAKER ZEITZ – My name is Susan Zeitz and I've lived here since 1984 at 26386 Ironwood Avenue here in Moreno Valley; unfortunately on Ironwood. I'd like to address a few of the things that you guys have been talking about versus my original thing; high schools. The majority of students who go to Valley View come north from the north side come from the north west and that's where the High School needs to be. Putting a High School on site number one or two, but especially number one is like a Cinderella story. They are trying to fit the land to

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the project instead of the project to the land. Additional traffic is going to be a nightmare. Two High Schools so close together with more than 3,000 hormonally challenged teenagers is not a good idea.

VICE CHAIR BAKER – Would you address the subject matter here

SPEAKER ZEITZ - I'm getting there.

VICE CHAIR BAKER – Okay you've got three minutes

SPEAKER ZEITZ – You guys covered all this stuff too. Yes you did, I heard High School and I heard all kinds of stuff; traffic; bridges; gas prices over there; the truckers are not going to stick with the freeway routes, they are going to go the shortest route. They are going to be on Ironwood. Any increase on big rig traffic north on Redlands Boulevard is going to be a nightmare for the people who live on the other side of the side hill. There is already a problem and people trying to go around these rigs on Ironwood and on Redlands Boulevard and different places are going to have more head on collisions, so traffic is already bad on Ironwood; it is already bad on Redlands Boulevard. The bridge is a nightmare on Nason trying to get to the High Schools because improvements weren't done when those projects were approved other at Target and all that.

The same thing with Skechers; narrow bridge; wide roads on either side; it is a no-brainer. It is going to be a problem. They already exceed the speed limit on all of that area over there. I don't know why the planners let them put in the buildings before they make all of the improvements. The warehouses on the northeast and southeast are ludicrous, they should be near the freeway interchanges and not on the end of the town where they are going to try to take shortcuts and they are going to impact not only the people immediately there but a lot of other people too.

The State of California requires that every City and County have an adopted General Plan to provide guidance and direction, but it doesn't say they should continuously manipulate it to suit those with monitorial resources beyond the means of most of its citizens. Some of our citizens like us moved into this area because it is largely rural. Some moved into this area because they liked the original General Plan. Everyone can understand a General Plan will change a little over time but not to the extent that our City becomes unrecognizable from the first plan. Every time someone wants a petition to change or amend the General Plan the City Council should first take into consideration the City's original General Plan and not it's most recent predecessor. We purchased our home in 1984 before the incorporation and went to the City meetings and the planning meetings and we liked the way the plan was made, but every time someone comes; every time a developer comes in and waves money in front of you and the City Council, bam, we have an amended General Plan.

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Often the only people that are notified are those people within 300 feet. It is ludicrous because what happens in Moreno Valley truly affects every taxpaying citizen and the City is sneaky. I feel that any time there is a petition to change or modify the original and I do mean the first one General Plan that written notice should go out to every taxpaying citizen and not just those within the 300 feet. This buyer; these people; they bought this building for almost 3 million dollars knowing that it's not for what they want. They want to put a warehouse there but they didn't buy it… they bought it knowing it wasn't zoned for that, so they are feeling pretty certain that they are going to come in front of Moreno Valley and they are going to be able to change it. You know if they thought you'd say no, they'd still have spent that money for a piece of property that they can't build a warehouse on; I don't know. The Press Enterprise quotes Darryl Hill who is the Vice President of the Dom Commercial Real Estate services sold the property; it says obviously they wouldn't have purchased this property if Skechers hadn't happened. It is wrong to come into an area of rural homes and farmlands and build something not in keeping with the area. You should have never allowed Skechers.

Don't compound the mistake by allowing more warehouses or commercial properties to ruin the rest of the northeast and southeast end of our Valley. Keep the industry to the east of Perris Boulevard. Stipulate that before pristine land can be plowed under and covered in concrete that the unused or underused commercial areas be utilized first until there just isn't anyplace left to expand. Don't make our valley one continuous gigantic concrete city. Development should be done where it has the least amount of impact both on land and its citizens. Draw the line. Stand your ground. Once pristine land is covered in cement it is gone forever. Preserve what is left of our rural areas of our valley for future generations. I hadn't spoken up about this before because I just found out about it because I live more than 300 feet away and I'm against or any other warehouses being built on the northeast or southeast end of our valley. Thank you for giving me the time.

VICE CHAIR BAKER – You're welcome. Our next Speaker is Deanna Reeder. State your name and address for the record please.

SPEAKER READER – My name is Deanna Reeder and I live in District 3 and I appreciate Mr. Owings and Ms. Van Natta; your questions very much because we need to question the things that we do. Mr. Ramirez, I'm going through these comment cards here and you have a comment card here that you were for the West Ridge Warehouse, which means that you probably should exclude yourself from voting on this because you are not an unbiased party. You are a very biased party. You've already participated in getting it here. Mr. Baker, the last City Council meeting I was at you sat whispering in Mr. Benzeevi's ear through the meeting. I don't think you are very unbiased either. If you are going to be up there making decisions on people projects maybe you should show just a little more discretion on where you hang out and who you hang out with. You should

MV00115924

at least put on an air that you are unbiased about it. Now in case you didn't know Mr. Rice is on the Rancho Belago Economic Council, Board of Directors along with Benzeevi and you know some of his good old boy club and that's fine; it is his project, but you all need to be doing your jobs in representing the people of this City. I believe most of you were appointed because they expected you to vote the way Mr. Benzeevi wants you to vote. Now that might not happen and that's not a bad thing. Like I said I appreciate the questions; surprised as all whatever, but I do appreciate it. I watched… well I send out emails to people and urge them to send out emails or contact or go to meetings or what have you; you have one email that is in there by Mr. Hyatt and I know there was a lot more emails so I'm just wondering where they were at, because most of the people that I contacted that sent emails on, actually explain why.

On the Skechers project; if you read their emails, most of them were weenie jobs. Well you know what, when they built Skechers, they had what a thousand people working there and the unemployment in Moreno Valley went up the entire time. Guess what; what jobs now; didn't happen and the people that are going to work there aren't from Moreno Valley. Now by attrition, eventually some of them will be from Moreno Valley, but jobs now didn't; it is not going to happen; tax base that's not going to happen. That's a pile of crap too. We have a 14 million dollar deficit and Skechers is supposed to contribute 190 thousand dollars a year in economic benefit; so in three years that is 570 thousand dollars. How come we can't get 14 million from them because it is not going to happen? You know what when we say jobs and we say economic benefit, these are empty promises. Please do not approve a speculative building. I mean even the ones that aren't speculative aren't giving us what they said they were. It obstructs the view more than they said. It is not going to have the landscaping they promised. You try to get out of the other stuff and… Mr. Rice I approve of the things that you put in District 4 just so everybody knows where I live at. Through my backyard I look at a big blue Walgreen's building. Now Skechers was put where it was supposed to be I would be looking at it every day. I don't look at it every day because it is not where is supposed to be. Now if this building was put where it is supposed to be I would be looking at this, so you know these people that tell me this nimbi crap; that's crap because if you put it where it is supposed to be I would be looking at it from my backyard and I don't have a problem doing that because that is where it is supposed to go, so the next person that tells me nimbi, you can do whatever with it; I'm not going to say it but you get the idea, so that is not the case.

Things are planned. You need to put things where are they are planned. You need to approve them where they are planned. Mr. Benzeevi bought his approval and just like in San Bernardino, eventually I'm he is going to pay for it. In fact I'm very sure eventually he is going to pay for it. But you know what, it has been what six years since what they did in San Bernardino happened and are just now getting indicted. Things take time; but don't worry, it will happen. Please don't let him buy an approval and then start getting other warehouses where they don't belong. This warehouse does not belong there and just like I

MV00115925

told Mr. Benzeevi and I did. I said if you put the warehouse where it supposed to go I will support it. I did. I offered to support the Skechers if it where it was supposed to go and I am not anti-warehouses. Now if Mr. Rice will put the building where it should go, I will support it. I will not support over there and I will ask that you listen to the citizens of the City; not the 500 that Mr. Benzeevi paid to show up in buses, but the actual people that live here. Thank you.

VICE CHAIR BAKER – Thank you. The next Speaker we have is Alisha Zeitz. Please state your name for the record and your address.

SPEAKER ZEITZ – Hello my name is Alisha Zeitz and I live at 26386 Ironwood Avenue. I am the face of the youth who will need a future job. I will need to apply to College and jobs in the next year, so if this Skechers building is bringing in 1,100 jobs that are mostly technology based, how am I or any of my 3,000 plus piers going to get a job with this expertise at Skechers. I begin with this question. It has been brought to my family's attention that the City of Moreno Valley City Council per their City of Moreno Valley Deficit Elimination Plan has removed funding from our Moreno Beach Fire Station 58 at Eucalyptus Avenue and Moreno Beach Drive in the Auto Center across from Walmart. This cut eliminates 8 sworn firefighters and truck 58; our City's only paramedic truck company. Calls will be assigned to the remaining stations in the City which they expect will drop their response time to 60 percent efficiency, which can be the difference between life and death. Yet you propose adding more industry which increases the change of industrial accidents where those services will be needed the most and increase the number of big rigs coming and going in and out of our valley, which increases the unfortunate, but likely chance of negative interaction between those tens of thousands of ton trucks with our family vehicles.

The northeast and the southeast end of the valley will be affected the most because we will now be the furthest from help0. This is another good reason to keep the northeast and southeast areas of our valley rural and not allow further commercial or warehouse industry into this area. Also the City of Moreno Valley is located with the South Coast Air Basin. The basin is a physical unit that due to low wind speeds and prevailing inversion layers retains pollutants for substantial periods. This slow dispersal of pollutants results in high concentrations of primary pollutants including carbon monoxide. The basin also supports the formation of the ozone. The atmospheric haze created by the presence of these pollutants is known as smog. Adding more industry to the northeast and southeast end of the valley will further pollute our homes. Please don't change the zoning to allow more warehouses. Let's retain rural areas of our valley. Thank you.

VICE CHAIR BAKER – Thank you. As it sits here I have no more Speaker Slips for this item, so I'm going to close the Public Hearing.

MV00115926

PLANNING OFFICIAL TERELL – At this time I think if you could leave the Public Hearing open and call the Applicant back.

VICE CHAIR BAKER – Okay, sorry about that. We'll open the Public Hearing up and let's do that. Mr. Rice do you want to come forward and rebuttal some of those comments.

APPLICANT RICE- Yeah I think just a couple of clarifications. Susan had mentioned purchasing the property for 3 million dollars. That wasn't our particular site; the site immediately east of us between our east boundary and Redlands was sold; my understanding in reading a newspaper article less than 30 days ago and I believe the price was 2 or 3 million dollars or so. It wasn't our site and then Ms. Reeder had mentioned something about me being on the Board with Iddo; on a Rancho Belago Board, which I have no idea what she is talking about because I'm on no Board for Rancho Belago.

VICE CHAIR BAKER – Okay, thank you

APPLICANT RICE – You bet

PLANNING OFFICIAL TERELL – So are you going to close the Public Hearing?

VICE CHAIR BAKER – Yeah, I'll close that.

PLANNING OFFICIAL TERELL - I wanted to kind of have the City Attorney comment on one of the comments that was made.

DEPUTY CITY ATTORNEY BRYANT – One of the comments supposed that a Commissioner may have pre-judged the item. I just wanted to remind the Commissioners that if anybody has pre-judged an item before the finding, they might want to recuse themself from making a decision if they have pre-judged it. Perhaps more facts have come out but as long as you can keep an open mind and think you can go ahead and make a decision on the item.

COMMISSIONER OWINGS – I think it is important to note that he wrote that card before he was a member of the Planning Commission. So are we into…

VICE CHAIR BAKER – So what we do next is we are into Commissioner's Debate over the project.

COMMISSIONER OWINGS – Mr. Chairman or Mr. Commissioner could I… I'm probably going to hate myself for these comments but… I would like to first all say that I trust every person at this dais. I trust your motives and the people who are against this project or any project who use ad hominem attacks to discredit a project really are hurting themselves and I think that this City will never get to a point where it will grow in a positive way if we don't stop all of this; this non-fact

MV00115927

base of personal attacks. Whether or not Iddo Benzeevi is a good person or a bad person, he has certain rights in this City and they should be obeyed or they should be respected. Every person in this room has certain rights that need to be respected by Mr. Benzeevi and everybody else and we need to live by those rules, so I would really just encourage everyone and I know this is going to fall on deaf ears, but we need to stop this.

There is not a single person involved in this Planning Commission that has dishonorable motives and if they do you know it is not our place to judge them. Let their votes and their comments stand for that, so I apologize to you and I know that today I didn't receive any but I know that next week I might, so I would just hope that we could all restrain ourselves from those types of attacks and especially to you Mr. Rice and I apologize for myself. In terms of the question that is before us, you know I believe that I heard everything that was said by the people who were here speaking.

I do believe that markets change and I think that these folks bought this property with the intent to do something with it that was consistent with the current zoning and I think that the market no one could foresee 2009 and the market changed and so now they want to do something different with it and unlike the earlier situation, this is not a contractual agreement, this is a matter of property rights, so I agree that they have the right to ask for this and I happen to agree that under certain circumstances it should probably be granted, but I personally cannot vote for the project until I know who the tenant is and I especially can't vote for it when there is 40,000 square feet or 40 million square feet of potential space somewhere else or within eyeshot of the building, so until we know who is there, I feel that it is impossible to judge the exact impact to the community and therefore

I will vote no, but I will tell you this Mr. Rice, if you bring a tenant here and can bring this thing down to more manageable numbers and be more persuasive about actual jobs and impacts to the area you'd have my vote in two seconds and that is the situation that I find myself in tonight and I appreciate everybody listening.

COMMISSIONER RAMIREZ – I just want to address what was mentioned about me earlier. Again as Commissioners we take this obligation as a privilege to serve the people. We are here to provide a non-biased, but yet intelligent perspective opinion on what is presented to us. The future of our community is basically our responsibility; our State. Wherever we build today is going to be here well after we are gone; it is going to be for our kids; for our future, so having said that I am going to say clearly I am here to vote against this and the reason why is because the traffic situation on Redlands Boulevard jeopardizes the security of everyone there. I believe the future of our community if we are to develop in an economic and industrial way, we have to do it in an efficient, logistical manner. I think Theodore Boulevard is the ideal location to route traffic in and out of the City. I think we should protect our citizens, especially those that

MV00115928

live off of Redlands north and south of the freeway, so the concern that I have also is that I agree with Commissioner Owings is that it is hard for us to say yes; let's go ahead and vote for this when we don't have a tenant that will bring jobs. It is all speculative. You know the other projects that they have south of the City; those have tenants already. I would like to see a tenant that will come into our community that would be basically at the cutting edge of the economic industry; basically like Skechers in other words; a tenant that is willing to be here for the long haul that is committed to help this community prosper and thrive. That's all I have to say. Thank you.

COMMISSIONER VAN NATTA – I don't think that we can always expect that when somebody is building an industrial building that they are going to know who in advance who the tenant is going to be and I think that is an unrealistic expectation and usually isn't going to happen. They may have some perspective tenants but it not going to be that often that somebody does a project of this size that's build to suit like the Highland Fairview project did for the Skechers tenant, but my objection to this project has to do with fact that it was very, very clear when Highland Fairview was putting their application in for their huge building in on the east end of town that that was a major paradigm shift for a lot of people; that that was not what a lot of people saw that was going to happen on that end of town and even though it may end up being the best thing for the City it was only approved after a lot of people were convinced that it was going to be pretty much curtailed to that area from Redlands east and that it wasn't going to increase truck traffic coming through the residential area there along Redlands and that future development of this type was going to be encouraged to be other high end tenants like the Skechers project and that that was the only way that we could tolerate that kind of development on the east end of town, was if it was upscale; if it was somewhat contained and so forth. This project is lovely as a warehouse as it is, looks just the same as the other big box warehouses that are in other areas of town. I don't think it reflects the level of or the type of building that we want to see on the east end of town, but more than that it puts truck traffic onto Redlands Boulevard and for no other reason than that I would vote against this project just because of the impact that it is going to have on the residents of that area and their somewhat semi-rural even though much less rural than it used to lifestyle.

COMMISSIONER SALAS – I like the project. I like idea of the project. I agree with Barry on that we need it, but again the only thing that I don't like about this project is traffic. If Mr. Rice would come to me and tell me that they are going to improve the off-ramp and widen it when we could actually have a car and a truck going at the same time both directions, because it is going to be another Nason and the 60 freeway there. It is just going to be backed up. The cars are going to be backed up. There is going to be a stop sign there or a light or whatever is going to be there. It is going to be horrible. The traffic is going to be backed up forever. That is where everybody goes to San Timoteo to get out of town to go to

MV00115929

Redlands and stuff, so that's what is going to keep me from supporting this project. Thank you.

VICE CHAIR BAKER – No they leave it to me. You know this is a double-edged sword here. We need to get some community development going here and you can't do it without putting… and the problem we've got here in Moreno Valley in the proportion of roof-tops to commercial property is way out of whack and I don't know how to get it back. I mean we've got to get some commercial property in this town and no one wants it in their area. I mean you know obviously these fellows own the land and they say go to the south. Well they don't own the land in the south part of Moreno Valley or they don't own the property out there by Gilman Springs or Theodore, so I don't know. It seems like to me and this is just me talking, we're really stymieing ourselves here and I understand all the traffic problems; the smog and everything you are considering but somewhere we are going to have to bite the bullet and go forward with this. Obviously I'm probably in the minority here. I don't whether we ought to vote on this. We've got two Commissioners absent. This is a big hit here. Looks like right now it is going to fail and John you may give us some guidance on this. Do whatever you like.

PLANNING OFFICIAL TERELL – Well you have the option to continue it if you like so that the other two Commissioners could participate. You also have the ability to continue to ask the Applicant if he would like to continue it, if he would like to provide additional information that might address some of your concerns that came tonight. Based on your comments though, I can count to four and it looks there are four Commissioners that are not in favor of recommending this project and therefore that is a majority.

VICE CHAIR BAKER – Well you know and I don't know if it's proper or not and I don't know how on earth, because I've been in property rentals and stuff, how you can have a spec property and that deal with Skechers was really a strange deal where he had a tenant lined up and lease signed before he even built the building and I don't know, I'd sure like to talk or have Mr. Rice address that if that is even possible. I don't know, is that out of line to bring the Applicant back up?

PLANNING OFFICIAL TERELL – You can do that. I can give you… I'll just let you know should you choose not to recommend this project, by the Code your action is final unless appealed. The options that are available to Ridge Realty are they can choose to appeal this and send it to the City Council. It won't automatically go there.

COMMISSIONER OWINGS – No but given the current makeup of the City Council, they stand a very good chance of success and so you know if I were advising them, that's what I would advise them to do, but I'm not advising them so…

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PLANNING OFFICIAL TERELL – Yes, that certainly was the circumstance of Skechers, so I wouldn't say that would happen this time but the options that are available to the Commission are to continue it if you like and I'd say continue it if you'd like more information that you think you would change your decision and if that is not the case then I would suggest you take the action tonight and Ridge Realty has the opportunity to appeal that decision should they choose to do so.

COMMISSIONER OWINGS – Well it seems like let's just do a quick poll. I know that I'm not going to be persuaded to by any new information at this point unless of course it was really earth shattering.

COMMISSIONER VAN NATTA – I can't see anything that would change unless they had some other route of getting on the freeway other than using Redlands and I don't see any way that they are going to be able to do that.

VICE CHAIR BAKER – Let me ask you this. How is this every going to get straightened out there? I mean somebody is going to move in there eventually whether you put 19 buildings in there or you put one big one in.

COMMISSIONER SALAS – That's true too

VICE CHAIR BAKER – I mean you're going to have some traffic there…

COMMISSIONER OWINGS – It is different traffic though and we don't know what it is going to be and that's point. You know if we made exceptions for every zoning change that comes before us on the basis of my God that is the only way we are going to fill that property then we may as well not have zoning laws.

COMMISSIONER VAN NATTA – There might be another use for that that is more palatable. All I know what is being proposed right now is not to me palatable and there might be a better use for the land than a single big warehouse that brings a lot of trucks in and out. Business Park… maybe there isn't a call for Business Park right now. Maybe we'll be asked to consider some other type of zoning change for something else there. That's you know; we just have to look at the project we have before us.

COMMISSIONER OWINGS – You know Mr. Chairman, just back to where we were; John and I both agree that there are probably four votes against three. You know if we wait for next meeting and put it over, they have to wait a whole month and then the vote might be 7 to 4 or 7 to 0, in which case the City Council would be more persuaded to uphold our decision. I think what is best for the Applicant at this time is to just for us to move forward with the four vote Commission. It will come out 4 – 1 and two people not here. That doesn't really give a clear indication of where we are at and City Council is going to do what they are going to do and my guess is they are going to override our recommendation.

MV00115931

VICE CHAIR BAKER – Let me ask you this. In the zoning deal how did you come with 50,000 square feet? That isn't even a Home Depot and I imagine a Target is more. I know it's more than 50,000.

PLANNING OFFICIAL TERELL – It was based on…

VICE CHAIR BAKER – What do you get for 50,000? Is that a Best Buy?

PLANNING OFFICIAL TERELL – Well let me clarify it. The 50,000 square foot limit is not the limit on any building, it's the limit on a warehouse industrial building and as I think has been mentioned, the type of traffic in a large warehouse is different than the traffic in a small warehouse. There is more traffic with smaller buildings. Nineteen smaller buildings would have more traffic but they would have more cars and fewer trucks. The larger the building gets the more trucks you have and fewer passenger vehicles, so the overall traffic is actually less with the larger the building but the truck traffic is higher.

COMMISSIONER SALAS – Okay, so he could come back to us and say I've decided to put 17 buildings there instead and make a Business Park there, right?

PLANNING OFFICIAL TERELL – Under the current zoning and if he did that, pretty much like the tract you had at your last meeting you more or less and I won't say you have to approve it, but your options are less because there is a right to build that size building. The current opportunity; there is not an opportunity to build this building currently without a zone change.

COMMISSIONER SALAS – Okay with that said I'm going to change my mind. I'm going to support the project.

COMMISSIONER OWINGS – So we probably need to just call the question.

PLANNING OFFICIAL TERELL – So I guess somebody needs to make a…

VICE CHAIR BAKER – Okay, let's go for the vote on this and I want to make it clear here that the way that I'm feeling about this no one has bought my vote or twisted my ear. It is just strictly the way I feel on you know on moving Moreno Valley forward. I don't know. I don't totally understand a lot of this, I really don't.

COMMISSIONER OWINGS – You know Mr. Chairman I bet Mr. Rice would agree with me, if we were to vote this project or the zoning change down, there would be a little celebration over at Iddo's headquarters tomorrow, so it is kind of interesting that the supporters of it are so anti-Skechers would really probably be helping that you know by voting it down. We're probably helping Iddo. It is his project because you know we are pushing things over that direction, so with that being said let's call the question.

MV00115932

VICE CHAIR BAKER – Okay let's get to the… we're going to have to have a move and a second on this. Is somebody in a position because you've got quite a bit of stuff here to read off?

PLANNING OFFICIAL TERELL – Okay and I'll kind of give you a little bit of guidance on that. If someone wants to make a recommendation to approve, read what is in the Staff Report. If someone wants to make a recommendation to not recommend; basically for denial, then just make that recommendation of a denial. We'll have to bring back a resolution to you that states; that matches your action at your next meeting; not that Ridge Realty can't appeal it in the meantime, but we'll need a resolution approved by you before we actually go to Council. But you don't need to take all those actions about every single little thing. Basically if you recommend denial of the Zone Change you are precluded from recommending approval of any of the other actions that are before you, so it is just… If I perceive what that might be, it would to deny the Zone Change.

COMMISSIONER OWINGS – Would a simple motion then to just simply say I move to **DENY** the Zone Change be appropriate.

PLANNING OFFICIAL TERELL – Correct

COMMISSIONER OWINGS – So moved

COMMISSIONER VAN NATTA – Second

VICE CHAIR BAKER – Okay to the vote; all in favor?

Opposed – 3 (Commissioner Owings, Commissioner Van Natta, Commissioner Ramirez)

Motion carries 3 – 2 – 2, (with 2 Absent – Commissioner Dozier, Commissioner Crothers)

PLANNING OFFICIAL TERELL – So with that the wrap up on that is that this action shall become final unless appealed to the City Council within 15 days.

VICE CHAIR BAKER – Thank you

MV00115933

Westridge Commerce Center
Final Environmental Impact Report

Prepared for:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
City Case # P08-133

Prepared by:

appliedplanning inc

April 2011

ATTACHMENT 10

FINAL ENVIRONMENTAL IMPACT REPORT

for the

Westridge Commerce Center Project

State Clearinghouse Number:
2009101008

Prepared for:

The City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
City Case No. P08-133

Prepared by:

Applied Planning, Inc.
5817 Pine Avenue, Suite A
Chino Hills, CA 91709

April 2011

Table of Contents

Section **Page**

1.0 Introduction 1-1
1.1 Overview 1-1
1.2 Content and Format 1-1
1.3 Draft EIR Commentors 1-1
1.4 Point of Contact 1-3
1.5 Project Summary 1-3

2.0 Revisions and Errata Corrections 2-1
2.1 Introduction 2-1
2.2 Text Revisions 2-1
2.3 Revisions to Graphic Illustrations 2-11

3.0 Comments and Responses 3-1
3.1 Introduction 3-1

4.0 Mitigation Monitoring Plan 4-1
4.1 Introduction 4-1
4.2 Mitigation Monitoring and Reporting 4-2

Appendix A: Attachments to Comments and Reponses
Attachment 1: Attachments to Comments Provided by Johnson and Sedlack
Attachment 2: *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions*

MV00115936

List of Tables

Table **Page**

1.3-1 Draft EIR Commentors 1-2
3-1 Draft EIR Commentors 3-2
4.2-1 Mitigation Monitoring Plan 4-3

MV00115937

1.0 Introduction

MV00115938

1.0 INTRODUCTION

1.1 OVERVIEW

This document, combined with the Draft Environmental Impact Report (EIR), constitutes the Final EIR for the Westridge Commerce Center Project (Project). The Draft EIR describes existing environmental conditions relevant to the proposal, evaluates the Project's potential environmental effects, and identifies mitigation measures to reduce or avoid the potentially significant impacts. The Draft EIR was circulated for public review and comment from October 21, 2010 through December 6, 2010.

1.2 CONTENT AND FORMAT

Subsequent to this introductory section, Section 2.0 of this document contains corrections and errata to the Draft EIR. Section 3.0 contains copies of each comment letter received on the Draft EIR, along with annotated responses to each comment contained within the letters. The Project Mitigation Monitoring Plan, which includes additional measures developed as a part of this Final EIR, is presented in Section 4.0.

1.3 DRAFT EIR COMMENTORS

A total of twenty-four (24) comment letters were received from various agencies and organizations. Additionally, four comment cards were received at a December 2, 2010 public meeting that was held to discuss the Project. The following Table 1.3-1 identifies the Draft EIR commentors. For reference purposes, comments are numbered and may be referred to by an acronym within the Responses to Comments (Final EIR Section 3.0). These acronyms, along with the dates of correspondence received, are also included in Table 1.3-1. Comments denoted with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not provided responses within Section 3 of this Final EIR. The Lead Agency has, however, attached these late comments and their corresponding responses to the Project staff report.

MV00115939

Table 1.3-1
Draft EIR Commentors

Commentor	Acronym	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

MV00115940

1.4 POINT OF CONTACT

The Lead Agency for this Project is the City of Moreno Valley. Any questions or comments regarding the preparation of this document, its assumptions, or its conclusions, should be referred to:

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

1.5 PROJECT SUMMARY

The following information is summarized from the Project Description in the Draft EIR. For additional detail in regard to Project characteristics and Project-related improvements, along with analyses of the Project's potential environmental impacts, please refer to Draft EIR Sections 3.0 and 4.0, respectively.

1.5.1 Project Location

The Project site is located southwesterly of the State Route 60/Redlands Boulevard interchange, within the easterly portion of the City of Moreno Valley. The approximately 55-acre site is bounded to the north by State Route 60 (SR-60), to the west by the Quincy Channel, to the south by Fir Avenue (future Eucalyptus Avenue), and by a vacant parcel to the east. The Project's easterly boundary parallels Redlands Boulevard, which is located approximately 700 feet to the east.

1.5.2 Project Overview

The subject of this EIR is the proposed development of the Westridge Commerce Center, which has been initiated by the Project proponent, Ridge Property Trust. Together with supporting improvements, the Project will provide for approximately 937,260 square feet of new light industrial warehouse/distribution uses.

In addition, the Project includes the development of supporting infrastructure, including roadway improvements, all necessary utilities including storm water management detention/retention basins, and paved, on-site parking areas.

1.5.3 Project Objectives

Primary objectives of the Project, as identified by the Project Applicant, are as follows:

- Transition the existing site into a productive use;
- Develop a project that is sensitive to the surrounding land uses;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community;
- Capitalize on the site's regional freeway access; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

1.5.4 Discretionary Actions

Necessary discretionary actions, permits, and consultations allowing for implementation and operation of the Project will include, but are not limited to, the following.

1.5.4.1 Lead Agency Discretionary Actions and Permits

- **Certification of the EIR (City Case # P08-133).** The proposed development is a Project under CEQA, and may result in significant environmental impacts. Lead Agency certification of the Project EIR is required;

- **A zone change from Business Park to Light Industrial (City Case # PA08-0098).** The proposed zone change will allow for construction and operation of the Project's distribution warehouse uses as configured;

- **Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts],** to provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property to ensure the protection of the health, safety and welfare of future residents;

- **Parcel Map Approval (City Case # PA09-0022)** to consolidate and reconfigure existing parcels defining the Project site, and to provide necessary easements and dedications;

- **Development Plan Review (City Case # PA08-0097)** pursuant to City of Moreno Valley Municipal Code Section 9.02.030 [Development Review Process], et al.;

- **Construction, grading, and encroachment permits** allowing implementation of the Project facilities within City of Moreno Valley jurisdictional areas; and

- **Vacation and/or dedication of public rights-of-way and easements** as elements of the proposed parcel map, or independent of the map. Rights-of-way and easements will provide public access, and ensure appropriate alignment of and access to infrastructure and utilities.

1.5.4.2 Responsible and Trustee Agency Discretionary Actions, Permits, and Consultation

- **Permitting and Consultation through the California Department of Fish and Game (CDFG)**, to include:

  - **Lake and Streambed Alteration Agreement (LSA)** addressing potential CDFG jurisdictional area impacts resulting from the Project; and
  - **Consultation** regarding the possible relocation of resident burrowing owls (if burrowing owls are determined to be present on the subject site during required pre-construction surveys).

- **CWA Section 404 and Army Corps of Engineers (ACOE) permitting** will be required for Project activities affecting off-site ACOE jurisdictional areas. CWA Section 404 permitting may also be required should the Project riparian habitat mitigation plan involve or require use of off-site federal jurisdictional areas;

MV00115943

- **Permitting required by/through CWA Section 401 and Santa Ana Regional Water Quality Control Board (SARWQCB)** pursuant to requirements of the National Pollutant Discharge Elimination System (NPDES) Permit;

- **Permitting required by/through the South Coast Air Quality Management District (SCAQMD)** for certain equipment to be temporarily employed within the Project during construction, and/or permanently installed and used over the life of the Project; and

- **Permitting by/through the California Department of Transportation (Caltrans**) for improvements within or that may affect Caltrans rights-of-way.

1.5.4.3 City Development Applications

In support of requested discretionary approvals and permits noted above, development applications submitted by the Project Applicant include:

- **Plot Plan** for a 937,260 square foot warehouse distribution facility;

- **Zone Change** from Business Park to Light Industrial;

- **Tentative Parcel Map** No. 36207 to combine the Project's five parcels into a single parcel; and

- **Application to Amend the City Municipal Code.** The Project Applicant is requesting a Municipal Code text Amendment to Section 9.05.020 B. The requested Amendment would provide objective standards for the development of Light Industrial uses adjacent to residentially-zoned property in order to ensure the protection of the health, safety and welfare of future residents.

2.0 Revisions and Errata Corrections

2.0 REVISIONS AND ERRATA CORRECTIONS

2.1 INTRODUCTION

Based on the comments received on the Draft EIR (which are provided in full in Section 3.0 of this Final EIR), this Section presents revisions to the text and graphic illustrations of the Draft EIR. For text corrections, additional text is identified by **bold underlined text**, while deletions are indicated by ~~strikeout font~~. All text revisions affecting mitigation measures have been incorporated into the Mitigation Monitoring Plan presented in Section 4.0 of this Final EIR. It should be noted that the revisions and corrections provided here expand and clarify analyses previously provided, and do not constitute substantive new information. Conclusions of the Draft EIR are not affected by these revisions.

2.2 TEXT REVISIONS

2.2.1 Text Revisions to Draft EIR Section 3.0, Project Description

Consistent with the comments provided by Thomas Thornsley, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include notation of screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

MV00115946

these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. **Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls** . . .

2.2.2 Text Revisions to Draft EIR Section 4.3, Air Quality

A typographical error appearing in the first paragraph of Draft EIR Page 4.3-68 is corrected as follows, providing consistency with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

Additionally, in response to correspondence from the South Coast Air Quality Management District and others, the Draft EIR's Air Quality Mitigation Measures are revised as follows.

> *4.3.1* ***Consistent with URBEMIS modeling inputs and to effect*** ~~***The following measures shall be incorporated as***~~ *implementation of* ***SCAQMD*** *Rule 403****, the following measures shall be incorporated****:*

MV00115947

- *All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.*
- *The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.*
- *The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions.*
- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***
- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***
- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.***

~~*4.3.4 Construction contractors shall use only lowpolluting paints and coatings as defined in SCAQMD Rule 1113.*~~

4.3.5~~4~~ Contractor(s) shall ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better.

MV00115948

*4.3.~~6~~**5** In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.*

*4.3.~~7~~**6** During Project construction, existing electrical power sources (e.g., power poles) shall be ~~provided for~~ **utilized to** power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

*4.3.~~8~~**7** The Applicant shall use ~~Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications~~ **"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113 (not to exceed 150 grams/liter; 1.25 pounds/gallon). High Pressure Low Volume (HPLV) applications of paints, coatings, and solvents shall be** consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

*4.3.~~9~~**8** Grading plans, construction specifications and bid documents shall **also** include ~~notation that off-road construction equipment shall utilize biodiesel fuel (a minimum of B20), except for equipment where the use of biodiesel fuel would void the equipment warranty.~~ **the following notations:***

- ***Off-road construction equipment shall utilize alternative fuels e.g., biodiesel fuel (a minimum of B20), natural gas (CNG), liquefied natural gas (LNG), propane, except for equipment where use of such fuels would void the equipment warranty;***

MV00115949

- *Gravel pads shall be provided at all access points to prevent tracking of mud onto public roads;*
- *Install and maintain trackout control devices at all access points where paved and unpaved access or travel routes intersect;*
- *The contractor or builder shall designate a person or person(s) to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite;*
- *The contractor or builder shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The contact person shall take corrective action within 24 hours;*
- *High pressure injectors shall be provided on diesel construction equipment where feasible;*
- *Engine size of construction equipment shall be limited to the minimum practical size;*
- *Substitute gasoline-powered for diesel powered construction equipment where feasible;*
- *Use electric construction equipment where feasible;*
- *Install catalytic converters on gasoline-powered equipment where feasible;*
- *Ride-sharing program for the construction crew shall be encouraged and shall be supported by contractor(s) via incentives or other inducement;*
- *Documentation shall be provided to the City of Moreno Valley indicating that construction workers have been encouraged to carpool or otherwise reduce VMT to the greatest extent practical, including providing information on available park and ride programs;*
- *Lunch services shall be provided onsite during construction to minimize the need for offsite vehicle trips;*

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• All forklifts used during construction and in subsequent operation of the Project shall be electric or natural gas powered.

4.3.9 Throughout Project construction, a construction relations officer/community liaison, appointed by the Applicant, shall be retained on-site. In coordination and cooperation with the City, the construction relations officer/community liaison shall respond to any concerns related to PM_{10} (fugitive dust) generation or other construction-related air quality issues.

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide* ***secure, weather-protected*** *on-site bicycle storage/parking.~~ Bicycle storage parking/quantity and location shall be~~ consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;*

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***
  - ***Use of fleet vehicles conforming to 2010 air quality standards or better.***
  - ***Installation of catalytic converters on gasoline-powered equipment.***
  - ***Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;***
  - ***Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;***
  - ***Provision of preferential parking for EV and CNG vehicles;***
  - ***Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;***

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- ***Use of electric (instead of diesel or gasoline-powered) yard trucks; and***
- ***Use of SmartWay 1.25 rated trucks.***

2.2.3 Text Revisions to Draft EIR Section 4.5, Water Supply

In response to correspondence from the Eastern Municipal Water District, Mitigation Measure 4.5.3 is revised as follows:

> *4.5.3 The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project****, to be constructed by the Applicant****.*

2.2.4 Text Revisions to Draft EIR Section 4.7, Cultural Resources

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

> *4.7.1 A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and/****or*** *record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays****, consistent with the requirements of California Public Resources Code Section 21083.2****. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

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4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring.* ***Resources shall be left in an undisturbed state where feasible. Where preservation in place is infeasible, a****~~A~~ll recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

4.7.3 *Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and/or record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*

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- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

2.2.5 Text Revisions to Draft EIR Section 4.8, Biological Resources

In response to correspondence from the California Department of Fish and Game, Mitigation Measure 4.8.5 is revised as follows:

4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan****; and***

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- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

2.3 REVISIONS TO GRAPHIC ILLUSTRATIONS

In response to comments received from Gerald M. Budlong, a City of Moreno Valley Environmental and Historical Preservation Board member, several geologic maps, which were used as points of reference in the preparation of the Project Geotechnical Investigation, are incorporated on the following pages as "Plates 1 through 4."

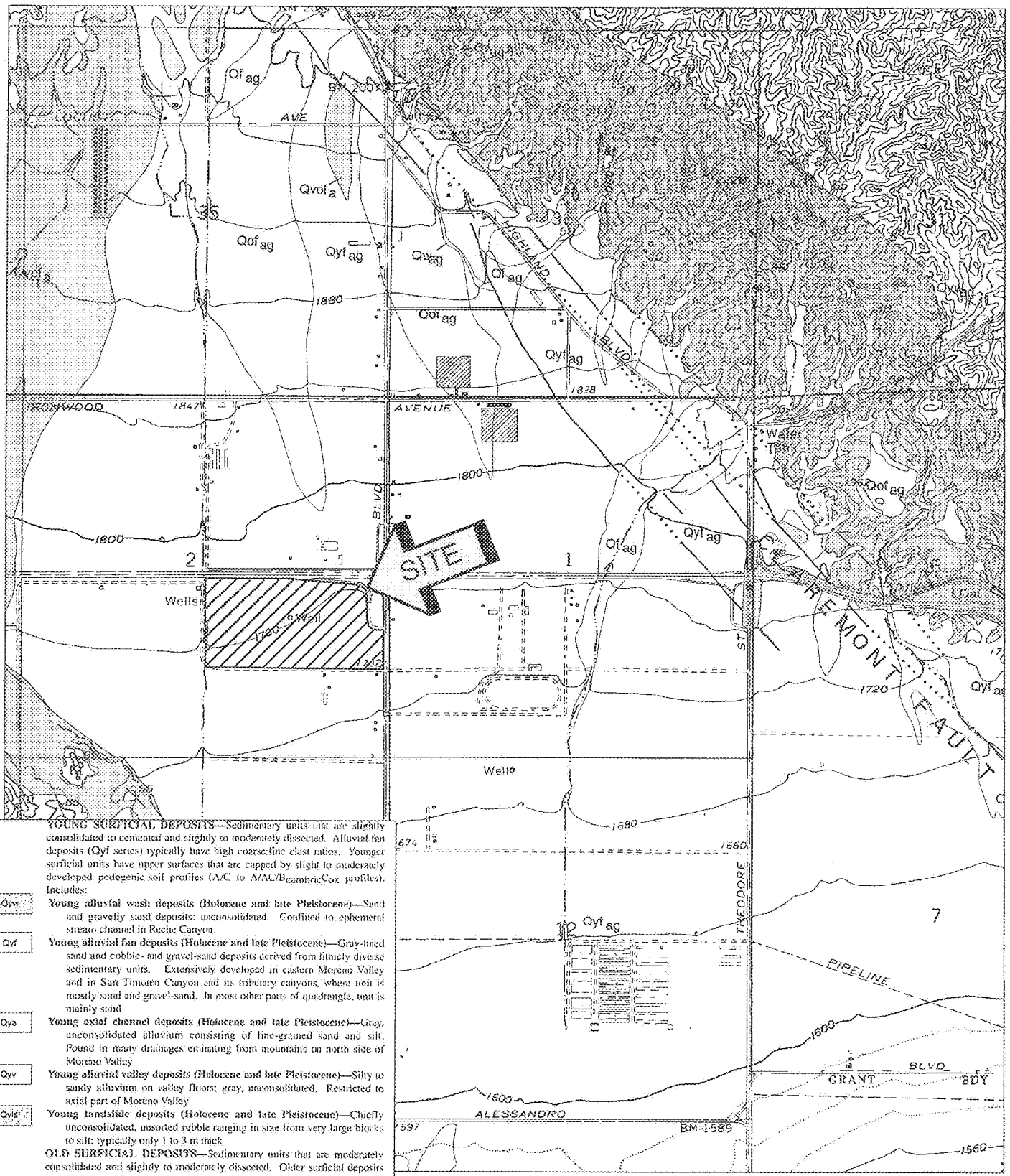

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to $A/AC/B_{cambric}C_{ox}$ profiles). Includes:

Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.

Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.

Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.

Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.

Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils ($A/AB/B/C_{ox}$ profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

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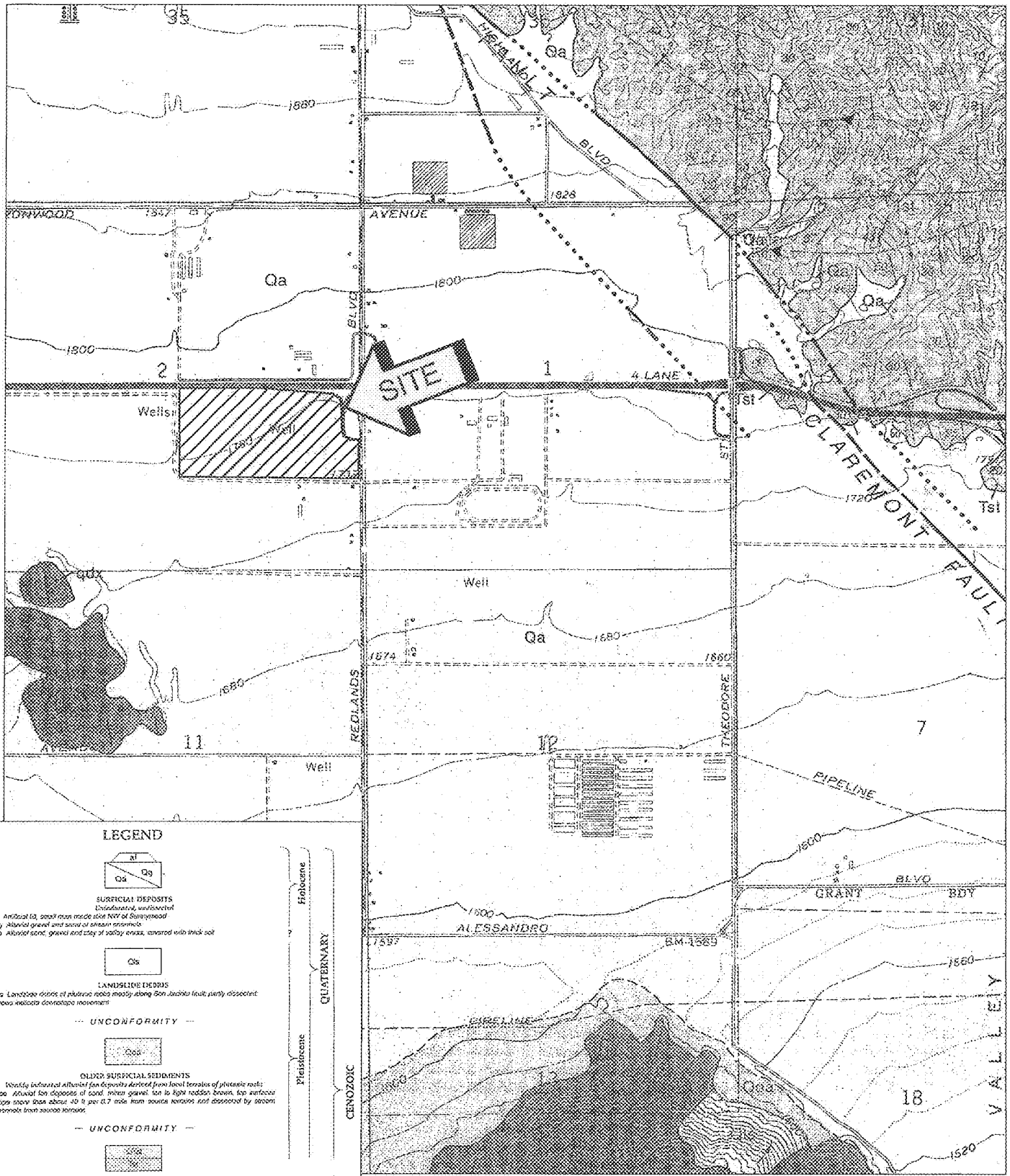

LEGEND

SURFICIAL DEPOSITS
Unconsolidated, undissected

af Artificial fill, small mass made due NW of Sunnymead

Qg Alluvial gravel and sand of stream channels

Qa Alluvial sand, gravel and clay of valley areas, covered with thick soil

LANDSLIDE DEBRIS

Qls Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement

— UNCONFORMITY —

OLDER SURFICIAL SEDIMENTS

Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:

Qoa Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, top surfaces slope more than about 40 ft per 0.7 mile from source terrains and dissected by stream channels from source terrains

— UNCONFORMITY —

SAN TIMOTEO FORMATION

(San Timoteo Sets of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1951), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); mainly part referred to late of Pliocene age (Morton and Miall, 2004)

QTst Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone; unconformably (?) overlain by Qoa in this quadrangle

Tst Main part (pebble part of Morton and Miall, 2004), lithologically similar to upper part; within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle

Epoch	Period	Era
Holocene	QUATERNARY	CENOZOIC
Pleistocene	QUATERNARY	CENOZOIC
Pliocene	TERTIARY	CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'

DRAWN: DRK
CHKD: JAS

SCG PROJECT
06G285-2

PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

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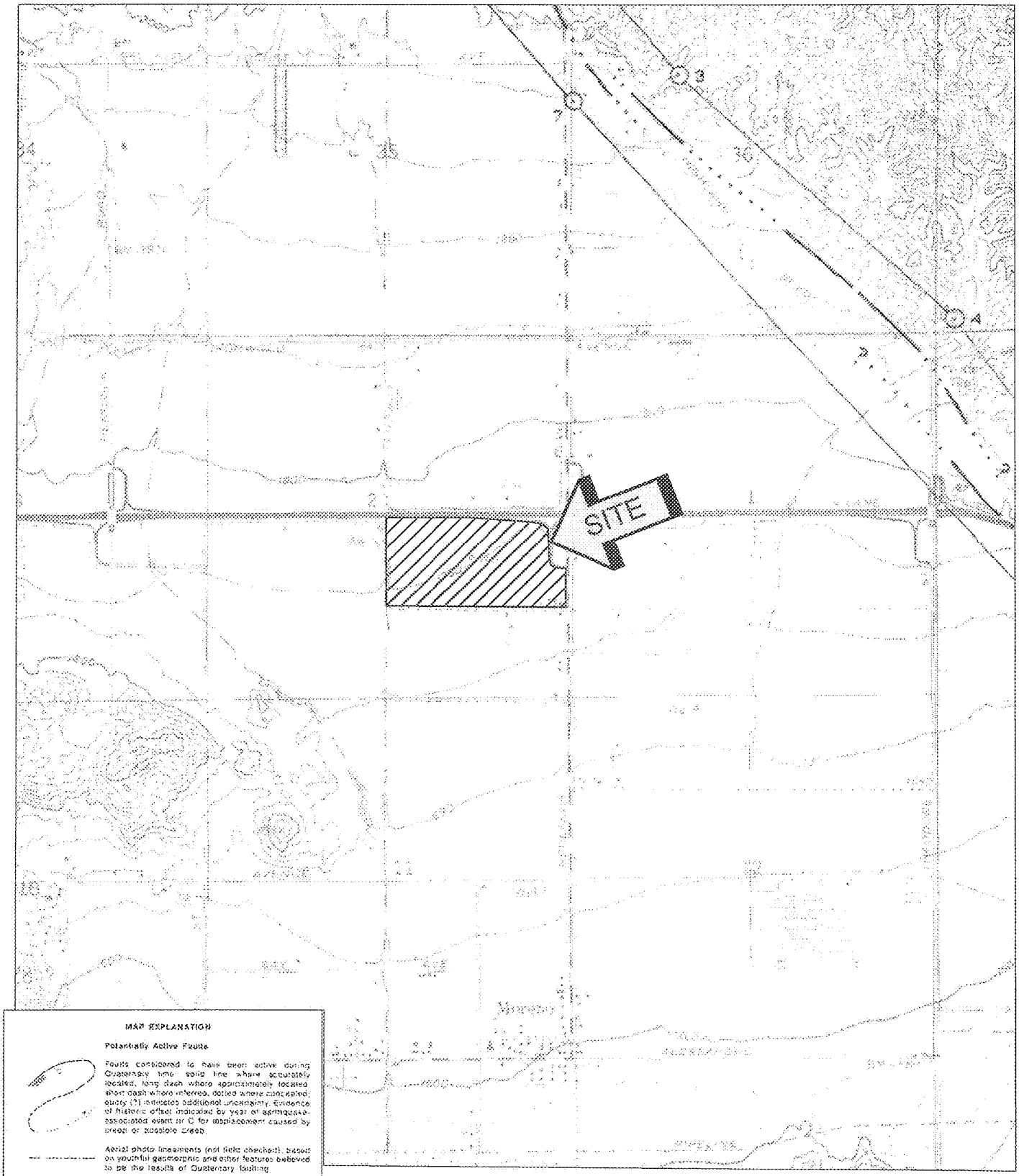

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'	
DRAWN: DRK CHKD: JAS	
SCG PROJECT 09G285-2	
PLATE 3	

SOUTHERN CALIFORNIA GEOTECHNICAL

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FAULT ZONES
03/15/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

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3.0 Comments and Responses

3.0 COMMENTS AND RESPONSES

3.1 INTRODUCTION

The City of Moreno Valley's Responses to Comments on its Draft EIR for the Westridge Commerce Center are presented herein as required by California Code of Regulations, title 14 (hereinafter, "State *CEQA Guidelines*") Sections 15089, 15132, and 15088. Specifically, *CEQA Guidelines* Section 15088, subd. (a) requires that: "[t]he lead agency . . . evaluate comments on environmental issues received from persons who reviewed the draft EIR and . . . prepare a written response. The lead agency shall respond to comments received during the noticed comment period and any extensions and may respond to late comments." The 45-day comment period on the Draft EIR commenced on October 21, 2010 and concluded December 6, 2010.

Additionally, and as required by Section 15088, the City of Moreno Valley will provide written responses to all comments on the Draft EIR received from public agencies during the 45-day public review period at least 10 days prior to the proposed certification of the Program EIR.

In summary, the City's written responses describe the disposition of significant environmental issues raised and any revisions to the Draft EIR made as a result of the comments. Additionally, the City's written responses provide a good faith, reasoned analysis of all environmental issues raised and cite to specific factual and legal support for the Draft EIR's conclusions.

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3.1.1 Comments Received

The following section presents a list of the comment letters received during the Draft EIR public review period. Comment letters have been organized by State agencies, County and regional agencies, and comments received from local organizations and individuals. Each letter has been assigned an identifying designation (generally an acronym or name abbreviation), and topical items within each letter have been numbered. Table 3-1 lists all commentor letters received by the City in regard to the Draft EIR, and the designation assigned to each. Comments with an asterisk * were received subsequent to the stated close of comments date (December 6, 2010), and are therefore not included with the provided responses herein. The Lead Agency has, however, included these late comments and their corresponding responses in the Project staff report.

Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
State Agencies		
Office of Planning & Research - State Clearinghouse	SCH	12/7/10
California Department of Fish and Game	CDFG	12/3/10
California Department of Transportation	DOT	12/6/10
County and Regional Agencies		
Eastern Municipal Water District	EMWD	12/6/10
Riverside County Flood Control and Water Conservation District	RCFC	11/29/10
South Coast Air Quality Management District	AQMD	12/10/10*
Local Organizations and Individuals		
Marcia Amino	MA	12/5/10
Lynne Ashley	LA	12/5/10
Gerald M. Budlong	GB	12/2/10
Center for Community Action and Environmental Justice	CCA	12/6/10
Paul Claxton	PC	12/5/10
Stephen Crews	SCR	12/6/10
Friends of the Northern San Jacinto Valley	FNSJ	12/6/10

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Table 3-1
Draft EIR Commentors

Commentor	Acronym Assigned	Correspondence Date
Susan Gilchrist	SG	12/6/10
Highland Fairview	HF	12/6/10
Tom Hyatt	TH	12/10/10*
Johnson & Sedlack, on behalf of Residents for a Liveable Moreno Valley, and Moreno Valley Group of Sierra Club.	JS	12/6/10
Shelly Mesa	SM	12/6/10
Ned and Dawn Newkirk	NDN	12/6/10
Deanna Reeder, Letter 1	DR1	12/6/10
Deanna Reeder, Letter 2	DR2	12/6/10
Residents for a Liveable Moreno Valley	RLMV	12/3/10
Sierra Club	SC	12/6/10
Thomas Thornsley	TT	12/6/10
Comment Cards Received at the City of Moreno Valley Public Meeting, December 2, 2010		
Amora Johnson	AJ-C	12/2/10
Richard Johnson	RJ-C	12/2/10
Deanna Reeder	DR-C	12/2/10
Sierra Club	SC-C	12/2/10

* Comments received after the stated close of comments date (12/06/10).

The comment letters and the corresponding numbered responses are presented on the following pages.

MV00115964

STATE OF CALIFORNIA

Governor's Office of Planning and Research

State Clearinghouse and Planning Unit

Arnold Schwarzenegger
Governor

Cathleen Cox
Acting Director

December 7, 2010

RECEIVED
DEC 13 2010
CITY OF MORENO VALLEY

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

Subject: PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
SCH#: 2009101008

Dear Jeff Bradshaw:

The State Clearinghouse submitted the above named Draft EIR to selected state agencies for review. The review period closed on December 6, 2010, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office. SCH-1

Sincerely,

Scott Morgan
Director, State Clearinghouse

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Document Details Report
State Clearinghouse Data Base

SCH# 2009101008
Project Title PA08-0097 (Plot Plan), PA08-0098 (Zone Change), PA09-0022 (TPM 36207, & PA10-0017 (Code Amendment)
Lead Agency Moreno Valley, City of

Type EIR Draft EIR

Description The West Ridge Commerce Center project proposes a 937,260 square foot industrial warehouse building on approximately 55 acres located on the south side of State Route 60, on the north side of Eucalyptus Avenue and ~650 feet west of Redlands Boulevard. The proposed warehouse use requires a change of zone from the Business Park land use district to the Light Industrial land use district. The project also requires approval of Tentative Parcel Map No. 36207 to combine the project parcels into a single parcel and a Municipal Code Amendment to establish a minimum buffering distance between warehouse distribution activities in the LI zone and adjacent residential zones. THe Quincy Channel, which is a segment of the City's Master Plan of Drainage, runs along the west site boundary and the project will be responsible for some channel improvements.

Lead Agency Contact

Name Jeff Bradshaw
Agency City of Moreno Valley
Phone (951) 413-3224 **Fax**
email
Address 14177 Frederick Street
City Moreno Valley **State** CA **Zip** 92553

Project Location

County Riverside
City Moreno Valley
Region
Lat / Long 33° 56' 7.7" N / 117° 09' 34.5" W
Cross Streets Fir/Eucalyptus Avenue, Redlands Boulevard
Parcel No. 488-330-003 to 006 & 026
Township 3S **Range** 3W **Section** 2 **Base** SBB&M

Proximity to:

Highways SR 60
Airports No
Railways No
Waterways No
Schools No
Land Use GPD: Business Park
Z: Business Park

Project Issues Aesthetic/Visual; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Landuse; Noise; Public Services; Soil Erosion/Compaction/Grading; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian

Reviewing Agencies Resources Agency; Department of Conservation; Department of Fish and Game, Region 6; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 8; Air Resources Board, Major Industrial Projects; Regional Water Quality Control Board, Region 8; Native American Heritage Commission

Date Received 10/21/2010 **Start of Review** 10/21/2010 **End of Review** 12/06/2010

Note: Blanks in data fields result from insufficient information provided by lead agency.

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH
STATE CLEARINGHOUSE
SCH No. 2009101008

Response SCH-1

State Clearinghouse receipt of the Westridge Commerce Center Draft EIR is acknowledged, as is distribution of the Draft EIR to the listed State Agencies. The State-assigned Clearinghouse reference number (SCH No. 2009101008) and dates of the public review period for the Draft EIR (October 21, 2010 through December 6, 2010) are also acknowledged.

MV00115967

California Natural Resources Agency
DEPARTMENT OF FISH AND GAME
http://www.dfg.ca.gov
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-200
Ontario, CA 91764
(909) 484-0167

ARNOLD SCHWARZENEGGER, Governor
JOHN McCAMMAN, Director

RECEIVED
DEC - 7 2010
CITY OF MORENO VALLEY

December 3, 2010

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Re: Draft Environmental Impact Report for Westridge Commerce Center
SCH No. 2009101008

Dear Mr. Bradshaw:

The Department of Fish and Game (Department) appreciates this opportunity to comment on the Draft Environmental Impact Report (DEIR) for the Westridge Commerce Center. The Department is responding as a Trustee Agency for fish and wildlife resources [Fish and Game Code sections 711.7 and 1802 and the California Environmental Quality Act Guidelines (CEQA) section 15386] and as a Responsible Agency regarding any discretionary actions (CEQA Guidelines section 15381), such as a Lake and Streambed Alteration Agreement (Section 1600 *et seq.*) or a California Endangered Species Incidental Take Permit (Fish and Game Code Sections 2080 and 2080.1). CDFG-1

For this project the Department will be acting as a Trustee and Responsible Agency. As per Section 15096 of the California Environmental Quality Act statute, as a Responsible Agency the Department is obligated to focus its comments on any shortcomings in the CEQA document, the appropriateness of the CEQA document utilized, and additional alternatives or mitigation measures which the CEQA document should include.

The site is located in the City of Moreno Valley, County of Riverside and is bounded on the north by SR-60 and Spruce Avenue, on the south by Eucalyptus Avenue, on the east by vacant land and Redlands Boulevard, and on the west by the Quincy Channel and agricultural land. Surrounding development consists of vacant and agricultural land. CDFG-2

The proposed project consists of a 937,260 square foot industrial warehouse building on 55 acres. The Quincy Channel runs along the western boundary and will require improvements.

MSHCP

The project is located within the boundary of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and is subject to the provisions and policies of that plan. The MSHCP is a Natural Communities Conservation Plan that provides coverage for 146 species and up to 510,000 acres. Participants in the MSHCP are issued take authorization for covered species and do not require Federal or State Endangered Species Act Permits. The City of Moreno Valley is an MSHCP participant. CDFG-3

The project is not within Cell Criteria Areas and does not require additional surveys and narrow endemic surveys, however, burrowing owl surveys are required. Initial surveys showed that burrowing owl was not present. CDFG-3 cont'd.

Recommendations

Per section 15096 of the CEQA statute, as a Responsible Agency the Department is obligated to focus its comments on any inadequacies of the CEQA document and additional alternatives or mitigation measures which should be included in the CEQA document. As a Responsible Agency the Department will be obligated to consult the final CEQA document to prepare a Lake and Streambed Alteration Agreement or a California Endangered Species Incidental Take Permit. If the final CEQA document fails to identify and adequately mitigate all of the impacts of the proposed project and any alternatives, the project proponents will be required to reinitiate the CEQA process at their expense, or fund another CEQA process under the direction of the Department to identify and adequately mitigate all impacts associated with any Department discretionary actions.

The Department recommends that the Lead Agency clarify the issues raised below and provide a response to these comments in the Final Environmental Impact Report (FEIR) or subsequent CEQA document. CDFG-4

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant revegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

Biological Resources

A biological assessment was conducted in October, 2008. Biological Resources Assessments for the project site include the following: Burrowing Owl surveys in July, 2009, an off-site biological assessment in May, 2010 and a wetland jurisdictional delineation in February, 2010. CDFG-5

Biological habitat communities on the site include mulefat riparian, ruderal and agricultural. The site is highly disturbed and was formerly utilized for agricultural purposes. No focused biological surveys were required. Two southern black walnut trees were found on site.

Impacts and Mitigation

Section 14(a) of Appendix G of the CEQA Guidelines provides an outline for significant biological impacts. Section (a) asks whether the project will have a substantial adverse effect "...either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species...". CDFG-6

Section (b) asks, in part, whether the project will have a substantial adverse effect on any riparian habitat or other sensitive natural community identified by the California Department of Fish and Game.

Impacts to terrestrial biological resources are minimal. Mitigation for these impacts is provided for by participation in the MSHCP. The project is also located within the fee area for the Stephens Kangaroo Rat Habitat Conservation Plan. No burrowing owl were found on the site. CDFG-6 cont'd

Streambed Alteration Agreements and CEQA

The site is located adjacent to the Quincy Channel. Potential receiving waters from Quincy Channel are the Heacock Channel, Perris Valley Storm Drain and the San Jacinto River. The project site is not within the 100-year floodplain. The Channel is 1,295 linear feet with 2.4 acres of riparian habitat. Sheet flow from the site drains to the east to the jurisdictional channel along the west side of Redlands Boulevard. Both channels collect runoff from SR-60 and north of SR-60. The applicant is proposing to construct a scour wall adjacent to this channel. Along with the scour wall will be a maintenance road and a 50-150 foot buffer between the development and the Channel. The stream is an eroded earthen channel that collects runoff from three five foot wide culverts under SR-60. CDFG-7

Impacts to Quincy Channel will be from a channel crossing, not the scour wall. Impacts will also occur to an off-site channel. Permanent impacts are .003 acres to the Quincy Channel and 0.08 acres to the channel to the east (off-site). The applicant is proposing to mitigate impacts to jurisdictional State waters and riparian habitat by replacing riparian habitat at a 1:1 ratio, success criteria, and a three year maintenance and monitoring plan. CDFG-8

If the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance, mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement. In order to avoid delays or repetition of the CEQA process, potential impacts to a stream or lake, as well as avoidance and mitigation measures need to be discussed within this CEQA document. CDFG-9

The Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:1 replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors. CDFG-10

We recommend submitting a notification early on, since modification of the proposed project may be required to avoid or reduce impacts to fish and wildlife resources. To obtain a Streambed Alteration Agreement notification package, please call (562) 430-7924.

The following information will be required for the processing of a Streambed Alteration Agreement and the Department recommends incorporating this information to avoid subsequent CEQA documentation and project delays:

1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
2) Discussion of avoidance measures to reduce project impacts; and,
3) Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

CDFG-11

Section 15370 of the CEQA guidelines includes a definition of mitigation. It states that mitigation includes:

1) Avoiding the impact altogether by not taking a certain action or parts of an action,
2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation,
3) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment,
4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action,
5) Compensating for the impact by replacing or providing substitute resources or environments.

CDFG-12

In the absence of specific mitigation measures in the CEQA documents, the Department believes that it cannot fulfill its obligations as a Trustee and Responsible Agency for fish and wildlife resources. Permit negotiations conducted after and outside of the CEQA process deprive the public of its rights to know what project impacts are and how they are being mitigated in violation of CEQA Section 15002. Also, because mitigation to offset the impacts was not identified in the CEQA document, the Department does not believe that the Lead Agency can make the determination that impacts to jurisdictional drainages and/or riparian habitat are "less than significant" without knowing what the specific impacts and mitigation measures are that will reduce those impacts.

Thank you for this opportunity to comment. Please contact Robin Maloney-Rames at (909) 980-3818, if you have any questions regarding this letter.

Sincerely,

Jeff Brandt
Senior Environmental Scientist

cc: Michael Flores

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

Letter Dated December 3, 2010

Response CDFG-1

The commentor notes CDFG's status as a responding Trustee Agency for California's fish and wildlife resources, and as a Responsible Agency for CDFG discretionary actions and permits. For the Project under consideration, the commentor notes that CDFG provides comments as both a Trustee and Responsible Agency. The commentor notes further that, pursuant to *CEQA Guidelines* Section 15096, comments provided by Responsible Agencies should focus on shortcomings on an EIR, and on additional alternatives or mitigation to be included in the EIR.

Trustee and Responsible Agency status of CDFG is recognized. The *CEQA Guidelines* Section 15096 directions for comments on EIRs to be provided by Responsible Agencies are acknowledged. It is noted further the *CEQA Guidelines* Section 15096 requires that Responsible Agencies limit their comments to ". . . those project activities which are in the agency's area of expertise or which are required to be carried out or approved by the agency or which will be subject to the exercise of powers by the agency."

Response CDFG-2

The Project location and scope as summarized by the commentor is materially correct. Please refer also to the detailed Project Description presented in Draft EIR Section 3.0.

Response CDFG-3

The commentor notes location of the Project within the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP).Attributes of the MSHCP and species "take" authorization for MSCHP participants are noted by the commentor. The commentor identifies the City of Moreno Valley as a participant in the MSHCP. The

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commentor states further that the Project does not lie within [MSHCP] Cell Criteria Areas, and does not require surveys other than for burrowing owls. The commentor notes that initial [Draft EIR] surveys conducted for the Project indicate that owls are not present on the subject site.

Provisions of the MSHCP are noted, as is the City's status as an MSHCP participant. Species survey requirements for the Project, as stated by the commentor, are consistent with surveys conducted in conjunction with preparation of the Draft EIR. Results of the Project Burrowing Owl Survey (Survey) are summarized in Draft EIR Section 4.8, "Biological Resources," and the Survey is provided at Draft EIR Appendix G.As noted by the commentor, the initial Survey results indicate that burrowing owls are not present on the Project site. The Survey notes that "[n]o burrowing owls or their sign were detected during the surveys and there was no evidence that any burrowing owls occur onsite. In addition, this species has not been recorded from the project area in the past." [Survey, Page 6.] Further, the Draft EIR notes that "[t]he Project area does provide suitable burrowing owl foraging habitat; however, no burrowing owls or their sign were detected during the Project burrowing owl survey." (Draft EIR, Page 4.8-8.)

<u>Response CDFG-4</u>

The commentor reiterates *CEQA Guidelines* Section 15096 provisions and requirements. The commentor notes that CDFG will consult the EIR for the purposes of preparing a Lake and Streambed Alteration Agreement and/or issuance of an Incidental Take Permit. The commentor lists three (3) issues to be clarified in the Final EIR:

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters;
2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan;
3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department.

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The following responses are provided to the issues/requirements cited by the commentor.

1. Submittal of a 1600 Lake or Streambed Alteration Agreement Notification form for impacts to State jurisdictional waters. Draft EIR Mitigation Measure 4.8.4 requires that a lake and streambed alteration agreement (Section 1600 permit) or waiver be obtained prior to the issuance of any grading permit and that written verification of the permit or waiver be provided to the Lead Agency (Community Development Department-Planning Division and the Public Works Department-Land Development Division).In support of the Permit, the Draft EIR identifies estimated impacts at CDFG jurisdictional areas and habitat, and identifies responding mitigation. This information will be included in subsequent Section 1600 Permit documentation for the Project. Relevant EIR text is excerpted below:

> [T]he channel is jurisdictional under the U.S. Army Corps of Engineers, the California Department of Fish and Game, the California Regional Water Quality Control Board and the MSHCP Riverine/Riparian Habitat (as defined under Section 6.1.2 of the MSHCP) programs. Under a maximum potential impact scenario, construction of off-site improvements could result in permanent disturbance and alteration of approximately 0.08 acres (710 lineal feet of 5-foot wide channel, or a total of 3,550 square feet) of un-vegetated riparian habitat. Consultation and permits from these agencies will be required prior to any disturbance of this channel (Draft EIR, Page 4.8-10).

As summarized in Draft EIR Section 4.8 and presented in detail in the Project Jurisdictional Delineation, construction of the Project's proposed scour wall in the westerly portion of the Project site, adjacent to the Quincy Channel, will result in the temporary disturbance of an estimated 0.003 acres (22 lineal feet) of vegetated mulefat

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riparian habitat/CDFG jurisdictional areas. This is a potentially significant impact, as acknowledged on Draft EIR Page 4.8-23.

The following mitigation measures addressing potential impacts to jurisdictional/ habitat areas were incorporated in the Draft EIR, and will be reflected in subsequent Section 1600 Permit documentation.

4.8.1 *Prior to the issuance of a grading permit, a "no touch" area shall be staked along the westerly limit of Project development as defined by the alignment of the scour wall proposed along the Quincy Channel. Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Prior to the issuance of a grading permit, a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*

4.8.2 *Prior to issuance of a grading permit, the proposed scour wall to be located between the developed Project site and the Quincy Channel shall be shown on the grading plans. Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.*

4.8.3 *Prior to issuance of a building permit, landscape and irrigation plans shall be approved which demonstrate that no invasive, non-native plants will be*

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planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel.

4.8.4 *Prior to the issuance of <u>any</u> grading permits and prior to any physical disturbance of any jurisdictional areas, the applicant shall obtain a stream bed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit, from both the California Department of Fish and Game and the U.S. Army Corps of Engineers. Written verification of such a permit or waiver shall be provided to the Community Development Department - Planning Division and the Public Works Department - Land Development Division.*

4.8.5 *Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:*

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, and regular maintenance and monitoring activities to ensure the success of the mitigation plan*

(Draft EIR Pages 4.8-23 through 4.8-24).

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The commentor incorrectly states subsequently (please refer to Comment CDFG-8) that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." Potential impacts from a future crossing of the Quincy Channel at Fir (future Eucalyptus) Avenue are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project. As noted in Footnote 2 on Draft EIR Page 4.8-19, repeated here for ease of reference:

> The EIR Jurisdictional Delineation also acknowledges jurisdictional impacts and associated mitigation and permitting requirements associated with the future bridge crossing of Fir (Eucalyptus) Avenue at the Quincy Channel, located southwesterly adjacent to the Project site. This bridge crossing, to be implemented by the City or others at a future date as a part of areawide circulation system improvements, will permanently impact an estimated 0.47 acres of CDFG jurisdictional areas, with temporary impacts to an additional 0.06 acres of CDFG jurisdictional area. Affected CDFG jurisdictional areas encompass ACOE and RWQCB jurisdictional areas. These are not Project-related impacts, but are however considered in this EIR and CEQA within the context of cumulative impacts. Please refer also to EIR Section 5.1.1.8, Cumulative Biological Resources impacts (Draft EIR Page 4.8-19).

2. Include native plant re-vegetation for areas temporarily disturbed by construction in the maintenance and monitoring plan. The last bullet point at Mitigation Measure 4.8.5 is amended as follows to include native plant re-vegetation for areas temporarily disturbed by construction.

- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal,* ***native plant re-vegetation for areas temporarily disturbed by construction,*** *and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

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3. Submit a copy of the maintenance and monitoring plan for the review and approval of the Department. As noted above at Mitigation Measure 4.8.5 (as amended):

> *[The Project] HMMP shall, at a minimum, meet the following requirements:*
> - *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
> - *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat; and*
> - *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal**, native plant re-vegetation for areas temporarily disturbed by construction,** and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*

While the Draft EIR presents a reasoned best estimate of impacts and proposed responsive mitigation based on Project design concepts, details such as monitoring and maintenance of mitigation for impacts to jurisdictional areas and affected habitat are more effectively developed based on final Project designs including detailed grading plans, utility plans design and final building designs. As matter of clarification, the following bullet point is added to Mitigation Measure 4.8.5:

- ***Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.***

With these revisions, Mitigation Measure 4.8.5 in total will be worded as presented below. These revisions will be reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

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4.8.5 Prior to issuance of a grading permit, the Applicant shall develop and implement a Habitat Mitigation and Monitoring Plan (HMMP) to restore impacted riparian (mulefat) habitat. Prior to implementation, the HMMP shall be reviewed and approved by the CDFG. If in its final design, the CDFG-approved HMMP involves use or restoration of USACE or RWQCB jurisdictional areas, USACE and/or RWQCB approval shall also be obtained. The HMMP shall, at a minimum, meet the following requirements:

- *A habitat replacement and/or enhancement ratio of at least 1:1 for temporary impact;*
- *A success criterion of at least 80 percent cover of native riparian vegetation for replaced habitat;*
- *Additional requirements, including a 3-year establishment period for the replacement habitat, regular trash removal, native plant re-vegetation for areas temporarily disturbed by construction, and regular maintenance and monitoring activities to ensure the success of the mitigation plan.*
- *Prior to the issuance of a grading permit, as part of the Project HMMP, appropriate maintenance and monitoring protocols will be developed in concert with CDFG based on final Project designs, and the ultimate scope, location, and type of mitigation reflected in the HMMP as approved by CDFG.*

<u>Response CDFG-5</u>

The commentor notes biological resources surveys conducted for the Project, and comments further that no focused surveys were required. Surveys and survey results noted by the commentor are materially correct. No further response is required.

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Response CDFG-6

The commentor cites *CEQA Guidelines* Appendix G suggested threshold considerations addressing habitat modifications and potential impacts to candidate, sensitive or special status species, riparian habitat, or other sensitive natural communities. The commentor notes that [Project] impacts to terrestrial biological resources are minimal, and that mitigation for these impacts is provided for through participation in the encompassing MSHCP. The Project also lies within the fee area for the Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan. Potential impacts to SKR are addressed though fee payments consistent with provisions of the SKR Habitat Conservation Plan. The above statements provided by the commentor are materially correct. No further response is required.

Response CDFG-7

The commentor summarizes physical characteristics of the Quincy Channel (Channel), located westerly of the Project site. The commentor notes that the Project Applicant proposes to construct a scour wall adjacent to the Channel. A maintenance road will be constructed on the easterly (developed side) of the wall and an approximate 50-150 foot buffer area will be provided between the wall and the developed warehouse areas.

The commentor's summary descriptions of the Channel and Applicant-initiated improvements are materially correct. No further response is required.

Response CDFG-8

The commentor incorrectly states that "[i]mpacts to the Quincy Channel will be from a channel crossing, not the scour wall." As noted in the preceding Response CDFG-4, potential impacts from a future crossing of the Quincy Channel at Fir (Future Eucalyptus) are described in the Project Jurisdictional Delineation; however, this crossing is not part of the Project and is not required to support the Project.

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As noted by the commentor, the Draft EIR acknowledges that the Project will result in or cause approximately 0.003 acres of *temporary* [emphasis added] impact to CDFG jurisdictional area along the Quincy Channel due to construction of the scour wall. Impacts arising from eventual future crossing of the Channel are not Project-specific and no mitigation is proposed by the Project. Potential cumulative impacts of the crossing are discussed at Draft EIR Section 5.1.1.8:

> . . .[I]t is noted that the ultimate design of Fir (future Eucalyptus) Avenue includes the construction of a crossing to span Quincy Channel. This future channel crossing is not considered a component of the proposed [P]roject and is contingent on vicinity development, which may occur in the next several years. The future construction of a channel crossing could result in permanent and temporary impacts on [the] Quincy Channel. These potential impacts are identified within Section 5.2.2 of the Jurisdictional Delineation Report in Draft EIR Appendix G. Because the future extension of Fir (future Eucalyptus) Avenue to the west across Quincy Channel is not a part of the proposed Project, the future crossing activities will require separate regulatory permits and approvals as well as specific mitigation for impacts, similar to the mitigation included in this EIR. It is further noted, however, that the ultimate extension of Eucalyptus Avenue, including the construction of a Quincy Channel crossing, is included in the City's General Plan Circulation Element, and as such, has been considered as a part of the City's General Plan EIR. Cumulative Project impacts are not affected by the extension of Fir (future Eucalyptus) Avenue or the construction of a Quincy Channel crossing (Draft EIR Pages 5-22 through 5-23).

<u>Response CDFG-9</u>

The commentor states that"[i]f the CEQA documents do not fully identify potential impacts to lakes, streams, and associated resources and provide adequate avoidance,

MV00115981

mitigation, monitoring, funding sources, a habitat management plan and reporting commitments, additional CEQA documentation will be required prior to execution (signing) of the Agreement."

The commentor's statement/concern is recognized; however, such concerns are not germane to the Project or to the Draft EIR. Potential Project-related impacts to lakes, streams, and associated resources are fully disclosed and discussed in the Draft EIR and supporting technical studies presented in Draft EIR Appendix G. A summary of impacts and proposed mitigation is provided in preceding responses CDFG-1 through CDFG-8. Please refer also to the detailed discussions presented in Draft EIR Section 4.8, "Biological Resources," and supporting technical studies provided in Draft EIR Appendix G, "Biological Resource Assessments." Moreover, all areas of potential jurisdictional impacts are avoided to the extent possible and mitigated where complete avoidance is infeasible. The discussion provided as part of Draft EIR Mitigation Measures 4.8.1 through 4.8.3, as excerpted below, requires and promotes avoidance. The complete text of these mitigation measures is provided in the preceding Response CDFG-4.

> *. . . Importantly, the westerly limits of development shall be established so as to preclude potential permanent impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel . . . a City-approved Project biologist shall be retained to initiate and supervise monitoring of construction activities to ensure protection and preservation of adjacent Channel areas.*
>
> *. . .Alignment of the scour wall shall be field-determined and physically delineated by the Project biologist in consultation with the City. Importantly, the scour wall alignment shall be established so as to preclude potential impacts to CDFG and/or Corps Jurisdictional Areas within the westerly adjacent Quincy Channel. Ongoing monitoring of construction activities shall be maintained*

MV00115982

throughout implementation of the scour wall to ensure protection and preservation of adjacent Channel areas.

. . . [N]o invasive, non-native plants will be planted or seeded within 150 feet of the avoided riparian habitat along the Quincy Channel (Draft EIR Page23).

Response CDFG-10

The commentor states that "[t]he Department opposes the elimination of drainages, lakes and their associated habitats. The Department recommends avoiding the stream and riparian habitat to the greatest extent possible. Any unavoidable impacts need to be compensated with the creation and/or restoration of in-kind habitat either on-site or off-site at a minimum 3:l replacement-to-impact ratio, depending on the impacts and proposed mitigation. Additional mitigation requirements through the Department's Streambed Alteration Agreement process may be required depending on the quality of habitat impacted, proposed mitigation, project design, and other factors."

The Project does not propose elimination of drainages, lakes and their associated habitats. Mitigation is proposed for the Project's temporary impact to 0.003 acres of riparian (mulefat) habitat.[1]The ultimate scope and location of mitigation will be determined in consultation with CDFG through the Streambed Alteration Agreement Notification/Permit process (or waiver), to be completed prior to the issuance of any grading permits and prior to any physical disturbance of any jurisdictional areas. Notification/Permit processes will be initiated by the Applicant at the earliest practicable date. Given the nominal scope of habitat impact (0.003 acres), its relative distance from proposed areas of development, and intervening buffering areas provided, no substantive alteration of the Project is proposed nor anticipated to be

[1] Total impacts to jurisdictional areas are estimated at 0.083 acres: 0.003 acres temporary impact to jurisdictional mulefat habitat; 0.08 acres permanent impact to non-habitat jurisdictional areas.

MV00115983

required in order to successfully mitigate the Project's temporary impacts to riparian habitat. Contact information provided by the commentor is noted.

Response CDFG-11

The commentor notes the following informational requirements for a Streambed Alteration Agreement, and recommends its incorporation in CEQA documents:

> 1) Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type);
> 2) Discussion of avoidance measures to reduce project impacts; and,
> 3)Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.

The above information is provided in the Draft EIR and supporting jurisdictional delineation information presented at Draft EIR Appendix G. Excerpted germane Draft EIR discussions are presented below, and the commentor is referred to full detailed discussions presented in the body of the Draft EIR, specifically, within Section 1.0, Summary; Section 4.8, Biological Resources; and Section 5.0, Other CEQA Considerations. Supporting technical studies are provided at Draft EIR Appendix G, Biological Resource Assessments.

1. **Delineation of lakes, streams, and associated habitat that will be temporarily and/or permanently impacted by the proposed project (include an estimate of impact to each habitat type).**The Draft EIR states that "[p]roject construction activities will result in the following potentially significant impacts: Potential direct temporary impacts to 0.003 acres, (22 lineal feet) of mulefat vegetated riparian habitat; and Potential direct permanent impact to 0.08 acres of un-vegetated riparian habitat" (Draft EIR Page 1-77, et al.).

MV00115984

2. **Discussion of avoidance measures to reduce project impacts.** The Draft EIR states that "[a]maintenance road will be provided along the easterly edge of the scour wall, and Westerly of the scour wall, a buffer area averaging in width from approximately 50 feet to 150 feet will be established, providing separation between the developed site and the adjacent Quincy Channel. This physical separation between the developed site and the Channel habitat areas minimizes or precludes direct impacts to the Channel and its associated vegetation communities and special status plant species." (Draft EIR Page 4.8-18, *et al.*) Please refer also to the preceding Response CDFG-9.

3. **Discussion of potential mitigation measures required to reduce the project impacts to a level of insignificance.** Please refer to Draft EIR Mitigation Measures 4.8.1 through 4.8.5 (as amended through these responses), presented in the preceding Response CDFG-4.

Response CDFG-12

The commentor cites *CEQA Guidelines* Section 15370, which describes/defines mitigation, and states that CDFG cannot fulfill its obligations absent defined impacts and proposed mitigation. CDFG point of contact information is provided.

Project impacts are fully and appropriately defined and disclosed as summarized in the preceding responses and presented in detail in the Draft EIR (0.08 acres permanent impact to non-habitat jurisdictional areas; 0.003 acres temporary impact to jurisdictional mulefat habitat). Mitigation is proposed for impacts determined to be potentially significant. Mitigation includes restoration/replacement habitat at a minimum 1:1 ratio. The Lead Agency considers the defined area of impact and proposed mitigation to be consistent with CDFG requirements, and supports the Department's obligations and responsibilities as a Trustee and Responsible Agency. Project impacts, as mitigated, are considered to be less-than-significant. Mitigation as revised herein is included in

MV00115985

response to CDFG comments. CDFG staff were contacted (phone conversation 12.16.10) to clarify information provided in the DEIR and discuss CDFG concerns. Subsequent to that conversation, a draft of these responses was emailed to CDFG staff. As indicated in the following email response from CDFG, CDFG staff concurs with the substance of these responses and proposed revisions to the Draft EIR text.

MV00115986

From: Robin Maloney-Rames <RMaloney@dfg.ca.gov>
Date: December 29, 2010 9:13:07 AM PST
To: <cray@appliedplanning.com>
Subject: Re: Westridge Draft EIR-CDFG Comments and Responses (Draft)

Hello Charly:

I took a look at the letter and response to comments. It seems to be in order. If you could include this with the Response to Comments I would appreciate it.

thanks
Robin

Environmental Scientist
Dept. of Fish and Game
Eastern Sierra Inland Deserts Region 6
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
(909) 980-3818

Thank you for contacting the California Department of Fish and Game. Pursuant to Governor's Executive Order S-12-10, we are closed on the second, third and fourth Friday of each month.

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 8
PLANNING
464 WEST 4th STREET, 6th Floor MS 725
SAN BERNARDINO, CA 92401-1400
PHONE (909) 383-4557
FAX (909) 383-6890
TTY (909) 383-6300

Flex your power!
Be energy efficient!

December 6, 2010

Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Westridge Development Draft Environmental Impact Report (October 2010). SCH: 009101008.
Riv-60-PM19.0/20.4

Dear Mr. Bradshaw,

We have completed our review for the above noted project which is located south of State Route 60 (SR-60) east of Quincy Channel, and north of Fir Avenue in the City of Moreno Valley. The project proposal comprises of the construction of 937,260 square feet of new light industrial warehouse/distribution area.

As the owner and operator of the State Highway System (SHS), it is our responsibility to coordinate and consult with local jurisdictions when proposed development may impact our facilities. As the responsible agency under the California Environmental Quality Act (CEQA), it is also our responsibility to make recommendations to offset associated impacts with the proposed project. Although the project is under the jurisdiction of the County of Riverside due to the Project's potential impact to State facilities it is also subject to the policies and regulations that govern the SHS. DOT-1

We have the following comments:

Traffic Operations

1. Please include a Stacking Distance analysis for the Moreno Beach Road . DOT-2

2. Traffic Impact Study (page 124, Table 6-11); under Redlands Blvd at SR-60 Westbound Ramp, please include: WBL, WBR, EBL & EBR. Additionally, under SR-60 at eastbound Ramps, please include: SBR. DOT-3

3. Due to the potential high volumes of truck traffic, please ensure that the ramp intersection will accommodate STAA truck turning movements. DOT-4

4. Please include the ramp merge/diverge analysis for SR-60 at Moreno Beach Dr. and at Redlands Blvd. DOT-5

Hydrology

1. Although the proposed improvements should have no significant effect on Caltrans facilities, the documentation submitted did not give specific details how the runoff from the freeway SR-60 will be captured and contained. We would expect the developer's engineer to address this issue during the design and permit approval process. DOT-6

Permit Requirements:

1. Any proposed alterations to existing improvements within State right-of-way may only be performed upon issuance of a valid encroachment permit and must conform to current Caltrans design standards and construction practices.
2. Review and approval of street, grading and drainage construction plans will be necessary prior to permit issuance. Information regarding permit application and submittal requirements may be obtained by contacting:

Office of Encroachment Permits
Department of Transportation
464 West 4th Street, 6th Floor, MS-619
San Bernardino, CA 92401-1400
(909) 383-4526

DOT-7

We appreciate the opportunity to offer comments concerning this project. If you have any questions regarding this letter, please contact Joe Shaer at (909) 383-6908 or myself at (909) 383-4557 for assistance.

Sincerely,

DANIEL KOPULSKY
Office Chief
Community Planning/IGR-CEQA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION, DISTRICT 8

Letter Dated December 6, 2010

Response DOT-1

Caltrans jurisdiction and statutory responsibilities in regard to the proposed Project's potential effects on SR-60 are acknowledged. Agency review of the Draft EIR is appreciated.

Response DOT-2

The commentor requests a stacking distance analysis for Moreno Beach Road. Within the context of the Caltrans Guide for the Preparation Traffic Impact Studies (State Of California Department Of Transportation), December 2002, the traffic impact analysis consultant, guided by local input and expertise of the Lead Agency, established the parameters and extent of the Project Traffic Impact Analysis (TIA). The Project is anticipated to contribute nominal[2] traffic to Moreno Beach Road for opening year conditions; and would contribute less than 50 peak hour trips to Moreno Beach Road under long-range conditions.

Pursuant to applicable CMP TIA guidelines (see Caltrans TIS Guidelines, Page 2), it is typically unnecessary for projects generating less than 50 peak hour trips to assess potential impacts in regard to stacking or progression through an interchange area. The Lead Agency has not indicated special circumstances or other considerations that would indicate a requirement for a stacking distance analysis for Moreno Beach Road, nor is such the conclusion of the TIA consultant.

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[2] Nominal traffic contributions are defined less than 50 vehicles per day (Project TIA Page 44, et al.)

MV00115990

Response DOT-3

The commentor requests specific analysis of the westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps. Analysis of the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps is also requested.

The westbound left-turn, westbound right-turn, eastbound left-turn, and eastbound right-turn movements at the Redlands Boulevard/SR-60 Westbound Ramps were not individually reported since they are shared lanes, and the queues associated with these movements are reflected in the 95th percentile queue presented for the westbound and eastbound through movements, respectively. Similarly, the southbound right-turn movement at Redlands Boulevard/SR-60 Eastbound Ramps was not reported individually since it is a shared movement with the southbound through lane. Please refer also to TIA Table 4-1 (Intersection Analysis for Existing Conditions).

Response DOT-4

As noted in the discussion of regional access (Draft EIR Section 4.2.2.2 on Page4.2-8), the Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. (Please refer to Figure 3.5-1, Site Plan Concept). The Project would, upon approval, be responsible for payment of Traffic Uniform Mitigation Fee (TUMF) contributions; however, interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. When designed, reviewed and constructed, it is presumed that the ramps will be required to be consistent with Caltrans design standards, and will accommodate STAA truck turning movements.

Response DOT-5

According to the Transportation Research Board's *Highway Capacity Manual*, the influence area for a merge junction is 1,500 feet downstream, and the influence area for a

MV00115991

diverge junction is 1,500 feet upstream. The distance between the ramps at Redlands Boulevard and Moreno Beach Boulevard is approximately 6,600 feet. There are no other merge/diverge junctions (i.e., interchanges) within the 1,500-foot influence areas of the ramps at Moreno Beach Boulevard and Redlands Boulevard, and as such, merge and diverge analyses were determined unwarranted as part of the Project TIA.

Response DOT-6

As noted by the commentor, specific concerns in regard to the design of collectors for runoff from the SR-60 onto the site will be addressed as part of the design and permit approval process. In general, as discussed in Draft EIR Section 4.6, "Hydrology and Water Quality," storm water will be collected onsite through a series of catch basins and clarifiers, and directed to a municipal drainage system, connections for which would be constructed adjacent to the site within the rights-of-way of Fir (future Eucalyptus) Avenue and Redlands Boulevard.

Response DOT-7

The required review of street, grading and drainage construction plans by Caltrans personnel prior to the issuance of encroachment permits is acknowledged. The address and contact information provided is appreciated.

MV00115992

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Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

December 6, 2010

Jeff Bradshaw, Associate Planner
City of Moreno Valley
Development Department
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: West Ridge Commerce Center Project
Draft Environmental Impact Report
SCH No. 2009101008

Dear Mr. Bradshaw:

Thank you for the opportunity to review the Draft Environmental Impact Report (DEIR) for the above referenced project. The project is generally described as a plot plan for development of a 937,260 square foot warehouse distribution on building on a 55 acre site, Related applications include a Zone Change from Business Park to Light Industrial, a tentative parcel map to combine five parcels into a single parcel and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment to establish a buffering distance between warehouse distribution land uses in the light industrial zone and adjacent residential zones. EMWD-1

Eastern Municipal Water District (EMWD) offers the following comments with respect to this DEIR document:

1- Please revise Mitigation Measure 4.5.3, on page 4.5-29, as follows (revisions indicated in ***bold italics***): EMWD-2

4.5.3 ***In this East Moreno Valley area, existing water, sewer and recycled water facilities are not adequate to accommodate the Project. Therefore, from a facilities perspective, the Project would be conditioned to construct off-site and on-site water, sewer and recycled facilities needed to serve the***

Mailing Address: Post Office Box 8300 Perris, CA 92572-8300 Telephone: (951) 928-3777 Fax: (951) 928-6177
Location: 2270 Trumble Road Perris, CA 92570 Internet : www.emwd.org

City of Moreno Valley
December 6, 2010
Page 2

Project. Accordingly, a Plan of Services (POS) must be completed and submitted by the Applicant, for EMWD's approval. As soon as possible, the Applicant shall meet with EMWD staff to develop a Plan Of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water ***facilities*** requirements to serve the project, ***to be constructed by the Applicant. Additionally, there could be temporary service impacts while constructing or extending facilities required for this Project, which should be evaluated in the Final EIR.*** EMWD-2 cont'd.

2- Please note the Water Supply Assessment (WSA) expiration date is June 4, 2011. EMWD-3

Again, EMWD appreciates the opportunity to comment on this project. Please forward future environmental documents for this project and the response to the above comments prior to EIR certification to the attention of Karen Hackett at the mailing address shown on page one. If you have questions concerning these comments, please feel free to contact Karen Hackett at 951 928-3777, Ext. 4462, or myself at Ext. 4455. EMWD-4

Sincerely,

Joseph B. Lewis
Director of Engineering Services

JBL:ME:RR:KAH

cc: E. Lovsted

Encl.

Board of Directors

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Director of the Metropolitan Water District of So. Calif.
Randy A. Record

Legal Counsel
Redwine and Sherrill

Developers/Engineers

Will your project require service from Eastern Municipal Water District for water, sewer or recycled water?

EMWD requires beginning dialogue with the applicant at an early point in site design and development of a project, in order to assess the infrastructure needs. Accordingly, we offer to meet with developers/engineers for one initial due-diligence meeting, without requiring a deposit. This meeting is to review your project and determine potential service from EMWD. The objective is to provide a forum to resolve any questions about our development process and help to determine if there are any potential issues that may exist in the area concerning EMWD facilities (water, sewer or recycled water). Afterward, should you decide to pursue your project(s) with EMWD, we will require you to deposit funds and open a Work Order. This Work Order is used to cover staff time and research required to generate a Plan of Service. No improvement plans will be accepted until this pre-project phase is completed and an EMWD Plan of Service has been approved.

In an ongoing effort to develop a dependable and reliable water supply for its customers, EMWD's goal is to maximize the use of recycled water, for landscape demands. All projects that include landscaped areas are carefully considered for recycled water use. This process needs to begin early to avoid unnecessary delays. EMWD-5

In order to set up a Due Diligence meeting we need:

1- A completed Due Diligence questionnaire.
2- Your proposed agenda for the due-diligence meeting
3- Location Map
4- Proposed development plan layout if available (hard copy and JPEG format)

I encourage developers/engineers to become familiar with EMWD New Development processes, while designing your project. They have been developed over many years and serve a great importance as they can prevent complications and save time.
More information can be found at http://www.emwd.org/new_biz/new-biz-dev.html

If at any point in time there are questions or concerns, please do not hesitate to contact me

Sincerely,

Linda H. Petersen
Development Coordinator ex. 4310
Petersel@emwd.org

EASTERN MUNICIPAL WATER DISTRICT

Letter Dated December 6, 2010

Response EMWD-1

The commentor has accurately summarized the general aspects of the proposed Project and required discretionary actions.

Response EMWD-2

As discussed in the EIR, the Project's impacts to water supplies is less-than-significant. Notwithstanding, mitigation is provided to ensure timely construction of service lines/facilities necessary to serve the Project. In this regard, the Lead Agency acknowledges the District's desire to clarify the referenced Mitigation Measure 4.5.3, which is discussed in Draft EIR Section 4.5, "Water Supply." Accordingly, the language of this mitigation measure has been amended as follows.

> 4.5.3 *The Applicant shall meet with EMWD staff* ***at the earliest feasible date*** *to develop a Plan of Service (POS) for the Project. The POS shall detail water, wastewater and recycled water* ***facilities*** *requirements to serve the Project,* ***to be constructed by the Applicant****.*

Related to the Project POS, preliminary information provided by EMWD indicates that provision of adequate fire flows for the area west of Redlands Boulevard and south of SR-60 will require construction of a 24-inch water line within the Fir (future Eucalyptus Avenue) extending westerly from Redlands Boulevard to connect to an existing 24-inch line at the approximate alignment of Petit Street. The extent of the actual construction of the line is not known at this time and is ultimately dependent on the timing of improvements constructed as a part of adjacent proposals. Regardless of these other projects, Certificate of Occupancy for the Project is conditioned on the provision of

MV00115996

adequate fire flows whether achieved by this new line, or by other means acceptable to EMWD and the City Fire Department.

To ensure monitoring and enforcement, this revision to Mitigation Measure 4.5.3 is reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata. Additional explanatory language provided by the commentor is not considered appropriate for inclusion in this mitigation measure.

The Applicant's responsibility for the construction of all required infrastructure to serve the Project, including but not limited to the extension of off-site and on-site water, wastewater, and recycled water facilities, is acknowledged. As noted in the discussion of Water/Sewer Services on Draft EIR Page 3-21, "[a]lignment of service lines, and connection to existing services will be as required by EMWD."

The possibility of temporary service impacts during the construction or extension of facilities is acknowledged. Coordination with the District in regard to planned or proposed construction actions will occur as part of the preparation of the required POS (identified in Mitigation Measure 4.5.3, above). Additionally, notification of potential utility service disruptions would be provided to existing residents and/or business owners in the area by the developer, acting to minimize their effects. The results and conclusions of the Draft EIR are not affected.

<u>Response EMWD-3</u>

As noted in Draft EIR Mitigation Measure 4.5.4 (excerpted below), the upcoming expiration date of the Project's Water Supply Assessment is acknowledged.

> 4.5.4 *Until the Project begins construction, the Project Water Supply Assessment shall be reviewed for its continued accuracy and adequacy every three (3) years, commencing on the WSA approval date of June 4, 2008.The Project Applicant shall maintain communication with EMWD*

MV00115997

on the status of the Project, and the lead agency shall request the referenced three-year periodic review and update of the WSA. If neither the Project applicant nor the lead agency contacts EMWD within three (3) years of approval of this WSA, it shall be assumed that the Project no longer requires the estimated water demand as calculated in the WSA.

Response EMWD-4

As requested, and pursuant to Public Resources Code §21092.5, the District will receive a written response to these comments at least ten days prior to the certification of this EIR.

Response EMWD-5

EMWD provides a standardized Notice to Developers and Engineers outlining EMWD requirements and processes necessary to ensure adequate and timely provision of services.

The Notice to Developers and Engineers (Notice) attached to the above-referenced comment letter is acknowledged, and has been incorporated in this Final EIR for ease of reference. The Applicant consulted with EMWD early in the planning process (due diligence meeting conducted with EMWD staff on January 27, 2009) in order to determine the likely scope and type of improvements required. At the earliest feasible date, the Applicant will coordinate with EMWD in developing the POS for the Project consistent with provisions of the Notice.

MV00115998

WARREN D. WILLIAMS
General Manager-Chief Engineer

1995 MARKET STREET
RIVERSIDE, CA 92501
951.955.1200
FAX 951.788.9965
www.rcflood.org

134314

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

November 29, 2010

RECEIVED
DEC - 6 2010
CITY OF MORENO VALLEY

Mr. Jeff Bradshaw
City of Moreno Valley
Community Development Department
14177 Frederick Street
Moreno Valley, CA 92553

~~Dear Mr.~~ Bradshaw:

Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

This letter is written in response to the Notice of Availability West Ridge Commerce Center Project Draft Environmental Impact Report. The purpose of the proposed project is to develop a 937,260 sq. ft. warehouse distribution building on a 55 acre site located near Eucalyptus Avenue and Redlands Boulevard. The project also requests a zone change of five parcels from Business Park to Light Industrial, combining the five parcels into one and a lettered lot that would be dedicated to the Riverside County Flood Control District for storm channel improvements, and a Municipal Code Amendment. RCFC-1

The Riverside County Flood Control and Water Conservation District (District) has reviewed the DEIR and has the following comments:

This project involves District Master Drainage Plan facilities, namely Moreno Line G-7 and D-3. The District will accept ownership of such facilities on written request of the City. Facilities must be constructed to District standards and District plan check and inspection will be required for District acceptance. Plan check and administrative fees will be required. RCFC-2

This project is located within the limits of the District's Moreno Area Drainage Plan for which drainage fees have been adopted; applicable fees should be paid by cashier's check or money order only to the Flood Control District or City prior to issuance of grading permits. Fees to be paid should be at the rate in effect at the time of issuance of the actual permit.

The District is signatory to the Western Riverside County Municipal Species Habitat Conservation Plan (MSHCP). If it is anticipated that the City will request that the District own, operate and maintain the above referenced facilities, the applicant will need to demonstrate that all construction related activities within the District right-of-way or easement are consistent with the MSHCP. To accomplish this, the CEQA document should include a MSHCP consistency report with all of its supporting documents and provide adequate mitigation in accordance with all applicable MSHCP requirements. The MSHCP consistency report should address, at a minimum, Sections 3.2, 3.2.1, 6.1.2, 6.1.3, 6.1.4, 6.3.2, 7.5.3 and Appendix C of the MSHCP. RCFC-3

134314

Mr. Jeff Bradshaw -2- November 29, 2010
City of Moreno Valley
Re: Notice of Availability
West Ridge Commerce Center Project
Draft Environmental Impact Report

General Information

This project may require a National Pollutant Discharge Elimination System (NPDES) permit from the State Water Resources Control Board. Clearance for grading, recordation or other final approval should not be given until the City has determined that the project has been granted a permit or is shown to be exempt.

If this project involves a Federal Emergency Management Agency (FEMA) mapped floodplain, then the City should require the applicant to provide all studies, calculations, plans and other information required to meet FEMA requirements, and should further require that the applicant obtain a Conditional Letter of Map Revision (CLOMR) prior to grading, recordation or other final approval of the project, and a Letter of Map Revision (LOMR) prior to occupancy. RCFC-4

If a natural watercourse or mapped floodplain is impacted by this project, the City should require the applicant to obtain a Section 1602 Agreement from the California Department of Fish and Game and a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers or written correspondence from these agencies indicating the project is exempt from these requirements. A Clean Water Act Section 401 Water Quality Certification may be required from the local California Regional Water Quality Control Board prior to issuance of the Corps 404 permit.

Very truly yours,

Edwin Quinonez

EDWIN QUINONEZ
Senior Civil Engineer

c: Riverside County Planning Department
Attn: Kathleen Browne

AJK:EQ:blj

RIVERSIDECOUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Letter Dated November 29, 2010

Response RCFC-1

The commentor has accurately summarized the general aspects of the proposed Project and its required discretionary actions.

Response RCFC-2

The District's requirements in regard to transfer of ownership, standards for construction, inspection and fees are acknowledged.

Response RCFC-3

The assessment of the Project's potential to conflict with any applicable habitat conservation plan or natural community conservation plan (Draft EIR Page 4.1-31), indicates that the Project site is within the jurisdiction of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).The Project's compliance with all referenced sections of the MSHCP is documented within the *Report on Habitat Assessments and Biological Surveys for the Westridge Project Site* (Pages 42-43, Draft EIR Appendix G).

Response RCFC-4

RCFC provides general information addressing: National Pollutant Discharge Elimination System (NPDES) permit requirements; Federal Emergency Management Agency (FEMA) requirements for projects or actions within or affecting FEMA-mapped floodplains; and Army Corps of Engineers (ACOE)/California Department of Fish and Game (CDFG) requirements for projects or actions within or affecting natural watercourses or mapped floodplains.

The Lead Agency appreciates the general information on permitting requirements provided by the District. As noted in the Draft EIR's discussion of stormwater

permitting (Section 4.6.3.3, Pages 4.6-10 through 4.6-13), the Project is required to obtain clearance from the State Water Resources Control Board pursuant to the NPDES Statewide Industrial Storm Water Permit for General Construction activities. The Project does not lie within, nor would it otherwise affect any mapped floodplain areas. As such, the Project is not subject to FEMA floodplain requirements. As required through Project Mitigation Measure 4.8.4, the Applicant is required to obtain a streambed alteration agreement or permit, or a written waiver of the requirement for such an agreement or permit prior to physical disturbance of any jurisdictional areas.

MV00116002

December 5, 2010

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley 92552

Re: PROPOSED WAREHOUSE PROJECT, WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133

Dear Mr. Bradshaw:

I am a Moreno Valley resident, and have looked at the Westridge Commerce Center Draft Environmental Report and feel compelled to comment on this proposed project. I believe the proposed project; a 937,260 square foot warehouse distribution building on a 55-acre site located on the north side of Eucalyptus Avenue, approximately 650 feet west of Redlands Boulevard will negatively impact the overall quality of life in Moreno Valley. **I ask that this project be denied and not be built to the scope/size requested or in the area Ridge Property Trust is asking for it to be built on.** MA-1

The preamble to our City's General Plan states, "The City of Moreno Valley embraces the interests of its residents and strives to meet their needs by creating a sense of community. The commitment to this vision encourages attractive amenities and a full range of public services while promoting **a safe and healthy environment. It is the goal of the City to improve the quality of life ...**" and after reviewing the EIR it is apparent that this project will negatively affect: Air Quality, Traffic Congestion, Destroy Aesthetics, Impact Water, Incur Large amounts of Solid Waste, Bring More Light and Noise that overall will result in a deterioration of the quality of life enjoyed by residents of our city overall and in particular residents living on the East Side of our City and also hurt the children in our city by these negative impacts. MA-2

A survey taken for the City's General Plan also found out that **47% of our residents wanted to retain the rural character of northeast Moreno Valley** (10% disagreed). This project destroys that rural character, and it would be in the best interests of the residents of our City to honor that desire by denying this project. MA-3

I do not agree with the philosophy that for economic development to occur and for there to be jobs that I must lower my standard of living to achieve this. The 900 jobs that the EIR for this project suggests will occur, are in no way guaranteed to meet that number nor are they guaranteed to even go to a portion of Moreno Valley residents and this is a tactic that is playing upon the need for jobs in our City by promises that may not be kept, because there is no written contract that will guarantee this job number or that they go to local residents. MA-4

The EIR states repeatedly that the effects of this project are minimal and not significant in magnitude, however, if this were true this developer would not have to ask for a Zone Change from Business Park to Light Industrial because the proposed warehouse/distribution center at 937,260 sq. ft. exceeds Business Park footage in our City's General Plan of 50,000 sq. ft. This request in no way benefits the health, safety or welfare of current residents much less future residents as stated in the EIR. MA-5

This EIR also uses the approval of the 2.6 million square feet for the Highland Fairview Project as a tool for their requests to be granted. Due to the approval and development of Highland Fairview's mega warehouse and approval of the ProLogis project, any additional project(s) that incur additional MA-6

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
2

truck traffic, and diesel particulate matters into the air, as well as changing the scenic view by building another mega warehouse that will be open 24 hours per day, the accompanying lighting, noise, air pollution, traffic congestion, MUST be factored into the overall effect and impact of the Highland Fairview and ProLogis Projects to determine the real effects that will occur to the residents in the area of this development and the City as a whole. MA-6 cont'd.

With the State of California, Riverside County, and Moreno Valley all suffering from large budget deficits it is unknown when the necessary funds to upgrade the freeway, overpasses, roads will be able to be completed, and with numerous diesel trucks that will come from this project, the damage to local roads, streets, and increased congestion, as well as increased dirty air and diesel particulate will hurt our city's overall quality of life and could result in increased traffic accidents and costs to our police and fire as a result. MA-7

Again, our City's General Plan states, "The image of the community is perceived from freeways, streets and the point of view of the pedestrian. The viewer forms an impression about the beauty and safety of the community as he or she views the surrounding buildings …" If mega warehouses and distribution centers continue to be built along the eastern portion of our city and exceptions to the business park/light industrial maximum square footage of 50,000 sq. ft. continues to be ignored our city will suffer from negative impressions because we are allowing ourselves to become a warehouse ghetto, and that will also hurt property values of the residents surrounding this project as well as the others of the same ilk, and ultimately will cause depressed property values to continue if not decrease even more than they already have. By denying this project you will be protecting our home values and our city's image rather than letting the 60 freeway become a vision of mega warehouse distribution centers that were never intended to be built en masse in this part of our city. MA-8

In section 5.3.2.2 Industrial Development of the Moreno Valley General Plan it says, "Industrial and business park development is concentrated in the southern part of the City, generally located south of Iris Avenue and north of San Michele Road to the Perris city limits." Approving this project, as the others that have been approved, goes against what was to be an orderly and organized location for industrial and business park developments, not the east end of our city that was to have the rural characteristics valued and protected.

Although this project says it will get water from MWD and that there is no problem, I would point out that EMWD is still in a Stage 2 Water Shortage and goes on to say in their newsletter, that all EMWD customers are required to eliminate water waste, so how does approving mass warehouses help to not add more stress to our lack of water? And in their 10/21/10 newsletter, MWD says, "Southern California's water reserves are still low
Southern California continues to face significant water supply challenges in 2010 and beyond. … During the past three years, Metropolitan has tapped its reserves to maintain deliveries to its 26 member agencies and 19 million Southern Californians. Our reserves are down by about 50 percent. With water uncertainties facing the state, the challenge ahead is to continue to lower demand and stretch our reserve supplies as much as possible … Approving mega warehouse projects does not help in our struggle to maintain adequate water supplies whether it be from EMWD resources or MWD resources. This is another reason this project should be denied. MA-9

Regarding the increase diesel truck traffic that will occur if this project is approved, in a presentation, Truck Management Strategies in Los Angeles, by Susan Bok, AICP a Senior Transportation Planner, MA-10

Los Angeles it was noted that "Trucks often pass through or near residential areas en route to … distribution centers… safety, air pollution, vibration and noise impacts on residents. Truck impacts on roadway surfaces: 1 truck = 10,000 cars" which is a negative health and safety impact that will be incurred on the resident of Moreno Valley if this project is approved. MA-10 cont'd.

In an article from: Contemporary Economic Policy | January 1, 2007 | Bluffstone, Randall A.; Ouderkirk, Brad | Copyright:

"II. THE ENVIRONMENTAL ISSUES

Diesel exhaust is made up of gas and particulates. Gases include hydrocarbons, carbon dioxide, carbon monoxide, nitrogen oxides, and sulfur oxides, but particulates are of special concern because they are associated with a variety of cancers and cardiopulmonary problems that have been shown to increase the risk of mortality. Relative to gasoline engines, heavy-duty diesel trucks, such as those used in the logistics industry, typically emit at least 24 times more fine particulate matter per mile traveled (Kirchstetter et al., 1999). Health effects associated with these particles fall disproportionately on vulnerable populations, such as the young, elderly, and those who already have compromised respiratory systems.

Recently, the toxic and especially carcinogenic effects of diesel particulate matter (DPM), much of which comes from trucks, have been highlighted. The State of California and the U.S. Environmental Protection Agency (USEPA) have identified more than 40 toxic pollutants in diesel emissions, and in 1998 the California Air Resources Board (CARB) named it a toxic air contaminant (CARB, 2000; Lippmann et al., 2003; Ostro and Chestnut, 1998; SCAQMD, 2003). MA-11

Particulates are classified according to their diameters. Those less than 2.5 [micro]m ([PM.sub.2.5]) pose the greatest threat to human health because smaller size allows deeper penetration into lung tissues as well as longer float times (as much as several days under dry conditions) and therefore wider deposition. DPM is particularly light, with a mean particle diameter of 0.2 [micro]m, but as much as 20% of DPM can be less than 0.05 [micro]m, which floats longer and penetrates deeper than larger particles. DPM also has a large surface area, making it an ideal carrier for a variety of toxic compounds. DPM typically makes up 10-30% of total [PM.sub.2.5] concentrations. The federal limit for [PM.sub.2.5] is 15 [micro]g/[m.sup.3] average annual concentration and 65 [micro]g/[m.sup.3] maximum concentration during any 24-h period. California has a stricter annual average concentration standard of 12 [micro]g/[m.sup.3]. DPM-specific standards do not exist.

The eastern Inland Empire and particularly the I-215, I-10, and I-15 freeway corridors have very high particulate concentrations. In 2003, Riverside and San Bernardino counties ranked first and second, respectively, in the nation for total particulate pollution (CARB/American Lung Association, 2004). For example, at the Rubidoux monitoring station in Riverside, during the period 2000-2002 the average annual [PM.sub.2.5] concentration was 28.9 [micro]g/[m.sup.3], which is about 1.75 times the federal limit and

Jeff Bradshaw, Associate Planner
Moreno Valley Planning Division

Re: PROPOSED WAREHOUSE PROJECT
WESTRIDGE COMMERCE CENTER
CITY CASE #P08-133
4

> more than twice the state …Warehouses, trucks, and [PM.sub.2.5]: human health and logistics industry growth in the eastern Inland Empire.(Report)"

This article spells out the health dangers from increased diesel truck traffic to our elderly, children, and our overall population, and this is a very real and dangerous and I might add, unnecessary and unacceptable health risk(s) and as such, this project should be denied as this should not be the price we have to pay for "900 jobs". MA-11 cont'd.

Sincerely,

Marcia Amino
10363 Crest Brook Drive
Moreno Valley 92557
951-247-8225

MARCIA AMINO

Letter Dated December 5, 2010

Response MA-1

The commentor, a Moreno Valley resident, expresses concern regarding the impact of the Project on the overall quality of life within the City and requests the Project be denied as proposed. These opinions are acknowledged.

Response MA-2

The commentor provides an excerpt of the City's General Plan regarding City goals and offers that the Project is not in keeping with the stated goals of the General Plan. Notwithstanding the commentor's opinions, Project consistency with the applicable provisions of the General Plan are substantiated within each EIR topical section (Land Use-Pages 4.1-17 through 4.1-20; Traffic/Circulation-Pages 4.2-23, 4.2-24; Air Quality-Page 4.3-18; Noise-Pages 4.4-10, 4.4-11; Water Supply-Pages 4.5-24, 4.5-25; Hydrology and Water Quality-Pages 4.6-13, 4.6-14; Cultural Resources-Page 4.7-10; Biological Resources-Pages 4.8-11, 4.8-12; and Aesthetics-Page 4.9-5 through 4.9-7. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-3

The commentor references a survey of opinion (regarding the City's General Plan) of Moreno Valley residents, wherein 47 percent of residents want to retain the rural character of the area. Notwithstanding poll results offered by the commentor, development of the site with industrial/business park uses is anticipated under the site's current General Plan land Use designation (Business Park/Light Industrial). Please refer also to the discussion of Project consistency with existing land use plans and policies (DEIR Pages 4.1-17 through 4.1-30). Moreover, design and visual attributes of the Project are consistent with General Plan (Community Development Element) Objectives

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and Policies generally addressing design and aesthetic considerations (please refer to DEIR Pages 4.9-5 through 4.9-7). The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-4

The commentor's assertion that there is no written guarantee that the entire number of jobs referenced in the Draft EIR (approximately 900 jobs)[3] will be filled by Moreno Valley residents is accurate. However, the types of warehousing employment offered by the Project are not considered growth-inducing, as these types of jobs typically draw from the local employment pool and do not induce long commutes.

Response MA-5

Contrary to the commentor's assertion that "the EIR states repeatedly that the effects of this project are minimal and not significant in magnitude," the Draft EIR contains 50 mitigation measures, specifically developed to reduce the identified potentially significant impacts. Additionally, the environmental topics of traffic, air quality, and noise were found to have significant and unavoidable impacts, even after the implementation of all feasible mitigation. Please refer to Table 1.10-1 of the Draft EIR for a summary all of Project-related impacts.

The commentor also states an opinion regarding the Project's requested zone change. The General Plan's limitation of square footage (50,000) is per building. It is important to note that the total square footage and uses proposed by the Project are allowed under the site's current General Plan land use designation. The zone change is required to

[3] Based on one (1) job per 1,030 square feet of development, Riverside County General Plan Appendix E, Buildout Assumptions and Methodology, Page 6, Light Industrial employment multiplier (*See* DEIR, Page 5-44).

allow the proposed uses to be contained within a building larger than 50,000 square feet.

Response MA-6

The commentor expresses concern regarding the cumulative effects of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis").

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response MA-7

While the State-wide budget deficit is out of the scope of the EIR, it should be noted that the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements. The Project's impacts on traffic, air quality, and public services are addressed in the EIR.

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Response MA-8

The commentor expresses an opinion regarding the Project's role in what she perceives as the degradation of property values and the City's image as a whole. The commentor also asserts that the Project, along with other similar vicinity projects, is a direct contrast of the vision of the General Plan. The project's impacts on aesthetics and consistency with the City's General Plan are addressed in the EIR. The commentor's statements and opinions regarding the Project will be forwarded to the decision-makers for their consideration.

Response MA-9

As required under SB 610/221, a Water Supply Assessment (WSA) has been prepared by the serving water purveyor, Eastern Municipal Water District (EMWD). The Project WSA demonstrates water supply sufficiency from existing and planned resources, and under conditions that are even more restrictive than the single-year and multiple-dry year scenario standards of SB 610. Within the WSA, EMWD has stipulated Conditions of Approval ensuring implementation and operation of the Project in a manner that provides for efficient use of available water supplies. The commentor is referred to Section 4.5, "Water Supply" and Appendix E of the Draft EIR.

Response MA-10

The commentor references a Los Angeles County presentation regarding diesel truck management strategies. Specifically, the commentor excerpts a portion of the presentation regarding diesel truck trips through residential neighborhoods.

It should be noted that Project traffic will not pass through residential neighborhoods. The Project's proximity to State Route 60 minimizes the amount of truck trips occurring on residential streets. Trucks will exit Redlands Boulevard (passing properties designated for commercial and warehouse distribution uses), then turn right on Fir Avenue (future Eucalyptus) to access the site. Properties located south of Fir Avenue (future Eucalyptus) are designated for residential uses; however, trucks will not require

MV00116010

the use of internal neighborhood streets. Ultimate configuration of Redlands Boulevard under its current General Plan designation is a four-lane, divided arterial roadway. Fir Avenue (future Eucalyptus) is designated as an arterial roadway with a 104-foot right-of-way from west of Moreno Beach Drive to east of Redlands Boulevard. Please refer also to DEIR Section 4.3, Air Quality; and DEIR Section 4.4, Noise.

The basis for the statement "1 truck = 10,000 cars" noted in the presentation is unclear. As presented in Section 4.2, "Traffic and Circulation" of the Draft EIR, "passenger car equivalent" (PCE) factors were utilized in the analysis. Specifically, Page 4.2-19 of the Draft EIR states:

> "As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour."

The PCE factors employed within the Draft EIR were derived from San Bernardino Associated Governments (SANBAG). SANBAG is the metropolitan planning organization for the County, with policy makers consisting of mayors, councilmembers, and county supervisors, and the funding agency for the county's transit systems.

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Response MA-11

The commentor excerpts an article regarding the health dangers of diesel truck traffic. Similarly, Section 4.3, "Air Quality" of the Draft EIR presents background information, including the dangers of criteria pollutants. Additionally, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). Results of the Health Risk Assessment (HRA) are summarized at Draft EIR Pages 4.3-80 through 4.3-86, and the HRA is presented in its entirety at Appendix C to the Draft EIR.

Mitigation was developed to address DPM generation (Mitigation Measure 4.3.10). The Draft EIR concluded that, with mitigation, no sensitive receptors or off-site workers will be exposed to DPM-source cancer risks exceeding the SCAQMD's significance criteria. Additionally, the commentor expresses an opinion that the dangers are "unnecessary and unacceptable" and requests that the Project be denied. These opinions will be forwarded to the decision-makers for their consideration.

MV00116012

From: Lynne Ashley [lynneashley70@yahoo.com]
Sent: Sunday, December 05, 2010 8:52 AM

Dear Jeffrey,

I live on the North side of the freeway, Ironwood and Moreno Beach, I am very concerned about the health risks for myself and my family with the possibility of more warehouses coming to the East end of Moreno Valley, please see my concerns below.

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? LA-1

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? LA-2

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? LA-3

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? LA-4

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? LA-5

How will this project be growth inducing for similar projects? LA-6

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, Westridge Commerce Center and Pro Logis are in full operation? LA-7

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists and what will the LOS be as a result of these three warehouses? LA-8

Sincerely,

Lynne Ashley
12285 Deep Valley Trail
Moreno Valley, CA 92555

LYNNE ASHLEY

Email Dated December 5, 2010

Response LA-1

The commentor expresses concerns about the effect of diesel truck emissions on the future sensitive receptors located on the south side of Fir Avenue. A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for

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the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [3]

Response LA-2

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, as summarized at DEIR Pages 1-18 and 1-19, the Project will result in certain significant and unavoidable air quality and noise impacts.

---

3 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

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Response LA-3

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> If a facility must also comply with RCRA/CERCLA HRA requirements, health effects to on-site workers may also need to be addressed. The DTSC's Remedial Project Manager should be consulted on this issue. In some cases it may be appropriate to evaluate risks to on-site receptors. The district should be consulted about special cases for which evaluation of on-site receptors is appropriate, such as facilities frequented by the public or where people may reside (e.g., military facilities).
>
> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

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Response LA-4

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

Response LA-5

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating

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system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response LA-6

The commentor expresses concern regarding the growth-inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To

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this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth, and would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response LA-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10).

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This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

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Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***
>
> - Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;
>
> - Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

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- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

It is further noted that with specific regard to Redlands Boulevard, this road is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard. The commentor's remarks are forwarded to the decision-makers for their consideration.

Response LA-8

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

MV00116022

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

MV00116023

RECEIVED
DEC - 2 2010
CITY OF MORENO VALLEY

CITY OF MORENO VALLEY
ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD
COMMENTS OF BOARD MEMBER GERALD M. BUDLONG
24821 Metric Drive
Moreno Valley, CA 92557
December 2, 2010

SUBJECT: WESTRIDGE COMMERCE CENTER DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)
STATE CLEARINGHOUSE NUMBER 2009101008

COMMENT GLOBAL TO ALL APPLICABLE DEIR FIGURES: Why are the applicable figures throughout the DEIR not drawn to scale? How can the reader duplicate the science when for instance the maps and plans are not drawn to scale? GB-1

1.0 SUMMARY page 1-8 Geology and Soils. The DEIR addresses the Checklist Category "Geology and Soils" in a Geotechnical Investigation prepared for the Project site and is designated Appendices H. Geotechnical Investigation in the EIR. Therefore comments on the CEQA Geology and Soils Category will be addressed below in the Appendices H.

APPENDICES H. GEOTECHNICAL INVESTIGATION, Project No. 06G258-1, Proposed West Ridge Business Center, January 10, 2007, Southern California Geotechnical, Inc.

2.0 SCOPE OF SERVICES, page 3.

"The scope of services performed for this project was in accordance with our Proposal No. 06P420, dated November 20, 2006. The scope of services included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide criteria for preparing the design of the building foundation, building floor slabs, and parking lot pavements along with site preparation recommendations and construction considerations for the proposed development. The evaluation of the environmental aspect of this site was beyond the scope of services for this geotechnical investigation." GB-2

COMMENT: The subject geotechnical investigation appears to consist of a foundation analysis for future foundations for buildings and parking lot pavements. The scope does not evaluate the environmental aspect of this site. Please define what environmental aspects of the site are missing from this report? Is one of the missing environmental aspects a detailed seismic study of this site which defines buried fault(s) and their potential of rupturing the ground surface above them?

3.3 Previous Studies, page 5.

"As part of our investigation of the site, we were provided with one geotechnical report prepared by LGC Inland, Inc. pertaining to the north east portion of the site. The report is summarized below:"

COMMENT: I cannot find a copy of the LGC Inland, geotechnical report in the DEIR , Appendices or anywhere else in the DEIR? Should not the DEIR Appendices contain a complete copy of this study rather than just a one-paragraph summary?

GB-3

6.1 Seismic Design Parameters, page 9

"Faulting and Seismicity
Research of available maps indicates that the subject site is not located with an Alquist-Priolo Earthquake fault zone. Therefore, the possibility of significant fault rupture on the site is not located with an Alquist-Priolo Earthquake Fault Zone. Therefore, the possibility of significant fault rupture of the site is considered to be low."

COMMENT: I cannot find a list of references with subject Appendix H. What are your references used to research the faulting and seismicity conclusions in this study?

GB-4

UBCSEIS
Version 1.03
COMPUTATION OF 1997 UNIFORM BUILDING CODE SEISMIC DESIGN PARAMETERS, JOB NUMBER: 06G258-1, JOB NAME: West Ridge Business Center, DATE: 12-30-2006, FAULT-DATA-FILE NAME: CDMGUBRC. DAT lists the nearest type A fault as the San Andreas fault 19.8 km away and the nearest type B fault as the San Jacinto-San Jacinto Valley fault 1.0 km away. This table lists faults up to 1000 km away from the site.

COMMENT: Why is the Casa Loma fault missing from this table? Within the city jurisdiction of San Jacinto, the Casa Loma fault is very prominent with a displacement approximately of 20 vertical feet and designated as an Alquist-Priolo Earthquake Fault Zone and proceeds northwest to the vicinity of the San Jacinto Wildlife Area where the State Earthquake Zone terminates.

GB-5

The following study provides geologic evidence of the continuance of the Casa Loma fault located northwest of the State Earthquake Zone. R M Environmental, Inc. prepared a Preliminary Geotechnical Investigation on January 19, 2004, under Project No03-406 for a proposed 347 lot single-family-residential development, 120 +- acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015), near the intersection of Pettit Street and Highway 50 in the City of Moreno Valley. This site abuts the West

Ridge Business Center site on the east side of the single-family residential development site. GB-5, cont'd

Page 1 of this Geotechnical Investigation presents a scope of work presented in the form of six (6) bullets. The second bullet states"Geologic Mapping of the site by our geologist".

COMMENT: Why does the scope of the West Ridge Business Center geotechnical investigation omit the geologic mapping of the site by a geologist? GB-6

Page 4 of the R M geotechnical study states "the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located with an Alquist Priolo Earthquake Studies Zone for fault rupture hazard."

"Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto faults, the Casa Loma fault may be considered as active."

"The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present."

Page 6, 5.2 Ground Rupture states: "A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present." GB-7

"The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on Plate 1."

The inferred trace of the Casa Loma fault as delineated by the geologist of RM Geotechnical enters the vicinity of the northwest corner of the West Ridge Center property and extends southeast across the property, leaving the property midway at the southern boundary of the site. The recommended hazard zone delineated by the RM Geotechnical geologist covers approximately two-thirds of the proposed footprint of the proposed 937,260 square foot building of West Ridge Center.

For more than 20 years I have been an appointed member of the City Ecological Protection Advisory Committee (name changed to Environmental and Historical Preservation Board) except for the 2.5 years where I served as a member of the City Planning Commission. During my tenure I have always expressed the need for detailed

geologic fault investigations to be conducted to delineate the trace of the Casa Loma fault and to evaluate if faulting has occurred on the site and the activity of faulting.
Also since the availability of the U.S. Geological Survey (USGS) Earthquake Hazards Program, I have monitored the recorded earthquake events in Moreno Valley. This USGS program records all earthquakes occurring in the United States for the past 7-days, having a magnitude of 1. I have shared to the Environmental and Historical Preservation Board, Planning Commission and the School Board of the regular USGS records of mini earthquakes along the trace of the Casa Loma fault within the city.

The most recent seismic event occurring along the Casa Loma fault recorded by the USGS was Event No. CI 14870228. This event occurred at 1:49:08 P.M., on October 28, 2010. The USGS recorded the magnitude at 1.1, at a depth of 9 miles, with the epicenter located southwest of Ironwood and Nason. GB-7, cont'd

COMMENT: Why doesn't the City of Moreno Valley require a geologic fault investigation and evaluate if faulting has occurred on the site and the activity of the faulting and present the evidence in the DEIR?

COMMENT: Why didn't Applied Planning Inc., review the City's copy of the R M Environmental Geotechnical Report and utilize the geological, faulting, and mapping data in the West Ridge Commerce Center DEIR? GB-8

COMMENT: In the past I was an Associate Instructor at San Jacinto Community College, where I conducted Physical Geography 101 classes at night and summer sessions. My final exams always had this question. "Why do you never ever build a building for human occupancy across an active fault?" Would you please answer this question, because the proposed building footprint will over lay the Casa Loma fault defined by R M Environmental Inc., a potentially active fault? GB-9

An appendix containing pages of the R M Environmental Inc. geotechnical report including the eastern part of plate 1 is included with these comments on the DEIR.

4.9 AESTHETICS

4.9.2 SETTING, page 4.9-3 Last paragraph concerns "Major Scenic Resources" addresses the badlands to the east and the Mount Russell and foothill areas to the east. GB-10

COMMENT: Why is the San Jacinto Valley containing the agricultural lands, riversidean sage habitat, and the wetlands of the State San Jacinto Wildlife Area, including Mystic Lake not included as a major scenic resource?

COMMENT: Figure 4.9-1 Major Scenic Resources delineates the San Jacinto Valley with the visual scenic resource symbol, why the inconsistency mentioned in proceeding comment. Also the San Jacinto Wildlife Area is mislabeled as Preserve rather than Area. GB-11

COMMENT: page 4.9-19 Level of Significance: Significant and Unavoidable. The California Department of Transportation's (CALTRANS) list of Officially Designated Scenic Highways is a legislative mandate upon this state agency. The state legislature also mandates cities and counties to address scenic roads and highways in their general plans. CALTRANS recognizes the importance of local scenic roads and highways. For instance, CALTRANS objected to the installation of a billboard adjacent to the right of way of U. S. Route 395(Highway 395) in the unincorporated town of Big Pine in Inyo County. Highway 395 at this location is outside of the CALTRANS Officially Designated Scenic Highway System, however the highway is a county scenic highway. CALTRANS at Inyo County Superior Court stated that the Scenic Highway Element of the Inyo County General Plan designated U.S. Route 395 as a county scenic highway as evidence for removing the billboard. The court in its decision ordered the defendant to remove the billboard in favor of CALTRANS. GB-12

What are your sources or evidence concerning the scenic values of CALTRANS Officially Designated Scenic Highways having scenic values rated higher than local scenic highways? For instance county scenic Highway 395 at Big Pine is located in the Owens Valley with the White Mountains to the east and the Sierra Nevada, including the Palisade Glacier to the west. The nickname of Owens Valley is the "Deepest Valley" the valley at 4000 feet and the surrounding mountains at 14,000 feet.

COMMENT: page 4.9-19 Why isn't the blocking of the view scape from SR-60 of the visual scenic resources consisting of the San Jacinto Valley a significant impact? Have you ever viewed the reflections of the wetlands of the San Jacinto Wildlife Area? GB-13

APPENDIX

R M Environmental, Inc., Preliminary Investigation dated January 19, 2004

COVER PAGE; Page 1- INTRODUCTION, including project scope;
Page 4 -4.0 Geology and 4.1 Regional Geologic Setting;
Page 6- 5.0 Seismicity, 5.2 Ground Rupture;
Figure 1- Location Map;
Plate 1 Site Plan with geological mapping containing projected Casa Loma fault and its recommended hazard zone. Contains only the mapped area east of the logical extension of Quincy Street, contained in three pages:
- Page 1: SR- 60 south;
- Page 2: Logical extension of Eucalyptus Avenue;
- Page 3: Title Block

GB-14

R M Environmental, Inc.

Geology - Environmental - Geotechnical Engineering

January 19, 2004
Project No. 03-406

Mr. Jeff Palmer
5511 Calumet Ave.,
La Jolla, CA., 92037

SUBJECT: PRELIMINARY GEOTECHNICAL INVESTIGATION
Proposed 347 Lot Single-Family Residential Development
120± Acres, Assessors Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015)
Near the Intersection of Petit Street and Highway 60
City of Moreno Valley, California

Dear Mr. Palmer:

In accordance with your request, we have completed a Preliminary Geotechnical Investigation for the proposed development of the site. This report presents our findings regarding the site geotechnical conditions and recommendations for the anticipated earthwork and geotechnical design of the project.

For this investigation, we were provided with a 100-scale Site Plan/topographic map of the site titled "Eucalyptus Site, Moreno Valley, CA." This map was utilized as the base map for our Geotechnical Investigation of the site and is presented as **Plate 1**.

Provided the recommendations presented in this report are implemented during site development, the proposed project is feasible from a geotechnical standpoint.

This opportunity to be of service is sincerely appreciated. If you have any questions, please call us at (909) 446-0041.

Sincerely,

Robert C. Manning, CEG #1768/RCE #58565
President

Travis Meier
Staff Geologist

Post Office Box 878 • Calimesa, California 92320 • Telephone (909) 446-0041 • Fax (909) 446-0136

1.0 INTRODUCTION

This report presents the findings of our Preliminary Geotechnical Investigation for the proposed development of 347 single-family residential lots located southeast of the intersection of Pettit Street and Highway 60, City of Moreno Valley, California.

The site is identified as Assessor Parcel Numbers (APNs) 477-120-(001, 006, 007, 008, 014, 015). The site consists of approximately 120± acres of land located on the south side of Highway 60, southeast of the intersection of Pettit Street and Highway 60, Moreno Valley, California. The geographic setting of the site is shown on **Figure 1** - Site Location Map.

This report presents our findings regarding the site geotechnical conditions and general recommendations for the anticipated earthwork and geotechnical design of the project.

E M Environmental's scope of work for this investigation included the following:

- Review of selected background information, aerial photographs, and site reconnaissance;
- Geologic Mapping of the site by our geologist;
- Subsurface exploration by means of nine exploratory borings;
- Laboratory testing of selected soil samples obtained to evaluate geotechnical properties;
- Analysis of site conditions and test results; and
- Preparation of this report presenting our findings, conclusions, and recommendations.

1.1 Proposed Development

The proposed development of the site includes 347 single-family residential lots with associated streets and infrastructure.

It is our understanding, the proposed structures will be one to two story, wood framed, single family homes. Foundation designs are anticipated to consist of continuous and isolated shallow footing foundation systems, or utilization of post-tension type foundations. Maximum foundation loads using a continuous and isolated shallow footing foundation design are not anticipated to exceed 4 kips and 2 kips per foot for isolated and continuous footings, respectively.

4.0 GEOLOGY

4.1 Regional Geologic Setting

The site is located in the east portion of the Moreno Valley, which is part of the Perris Block area of the Peninsular Ranges Geomorphic Province of southern California. The regional geology of the site includes the San Timoteo Badlands to the northeast, Mt. Moleno to the south and southwest, and the San Jacinto Valley to the east.

Lateral displacement and uplift of the region have occurred on a series of major, northwest-trending faults which are thought to be related to the regional tectonic framework. These faults include the San Jacinto Fault zone located approximately 1 mile to the northeast, the San Andreas Fault zone located approximately 11 miles to the northeast, and the Casa Loma Fault zone inferred to be located on or within 500 feet of the northeast corner of the site. The site is not located within an Alquist Priolo Earthquake Studies Zone for fault rupture hazard.

Based on review of the Riverside County Seismic Safety Element (Environ, 1976), the Casa Loma has been inferred as trending in a northwest to southeast direction near the northeast corner of the site. The inferred trace of the Casa Loma fault has been based on the projection of the Reche Canyon Fault to the northwest with the Hemet-San Jacinto fault zone located to the southeast. Based on prior investigation of the Reche Canyon and Hemet-San Jacinto faults, the Casa Loma fault may be considered as active.

The projected fault location and the recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**. Prior to development of the site in this zone, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

4.2 Local Geology

Locally, the site is underlain by at least 50 feet of recent alluvial deposits consisting of slightly moist to very moist, loose to medium dense, soft to very stiff, slightly clayey silts, sandy silts, clayey silts, silts, and fine to medium sands.

The in-situ dry density of the encountered soils varied from approximately 93 pounds per cubic foot (pcf) to 120 pcf. The measured in-situ moisture contents varied from approximately 1.7 to 18.3 percent.

The exploratory boring logs are presented in **Appendix B**. The exploratory boring locations are shown on **Plate 1**. The laboratory test results of the in-situ soils are presented in **Appendix C**.

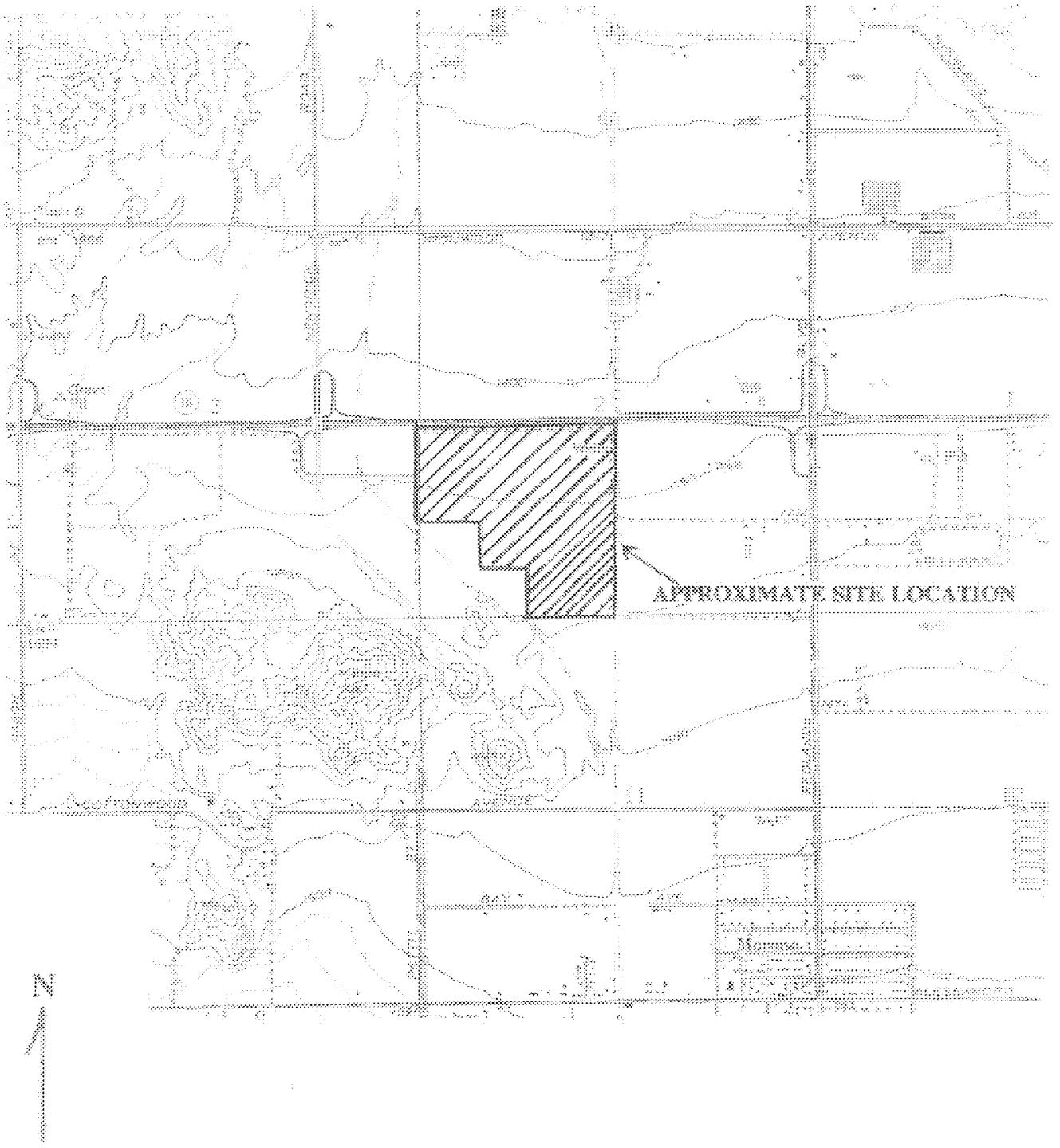

Scale: 1" = 2,000'

References: U.S.G.S., 1967, PR 1980, Sunnymead, California Quadrangle, 7.5 Minute Series

LOCATION MAP - 130± Acres, Near the Intersectin of Pettit Street and Highway 60, City of Moreno Valley, California

Project No. 03-406-geo	*DATE: January 2004*	*FIGURE 1*

5.0 SEISMICITY

5.1 Regional Seismicity

The site is located in a region of generally high seismicity which includes essentially all of southern California. During the design life-span of the project, the site is expected to experience ground motions from earthquakes on regional and/or local causative faults.

The site is located within Seismic Zone 4, which can be related to an "effective" peak acceleration of 0.40g, or a peak acceleration of 0.60g.

5.2 Ground Rupture

A potential for ground rupture exist in the northeast portion of the site. The Casa Loma fault has been mapped as projecting from a northwest to southwest direction near the northeast corner of the site. Prior to development of the northeast portion of the site, a geologic fault investigation should be conducted to the evaluate if faulting has occurred on the site, and the activity of faulting, if present.

The projected fault location and recommended hazard zone for the Casa Loma fault in the site are shown on **Plate 1**.

5.3 Liquefaction

Soil liquefaction is the loss of soil strength due to increased pore water pressures caused by a significant ground shaking. Liquefaction typically consists of the re-arrangement of the soil particles into a denser condition resulting, in this case, in localized areas of settlement, sand boils, and flow failures. Areas underlain by loose to medium dense soils where groundwater is within 40 to 50 feet of the surface are particularly susceptible when subject to ground accelerations such as those due to earthquake motion. Groundwater at the site is greater than 50 feet is depth; therefore, the potential of liquefaction affecting site development may be considered as low.

5.4 Geologic Lineament Analysis

For this investigation, a geologic lineament analysis was performed. This analysis included review of the referenced aerial photographs pertinent to the site. Based on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed.

The site and surrounding areas have been farmed for over 50 years. Aerial photographs were not available prior to the observed farming activities. Therefore, the use of aerial photographs to evaluate geologic lineaments in the vicinity of the site was limited.

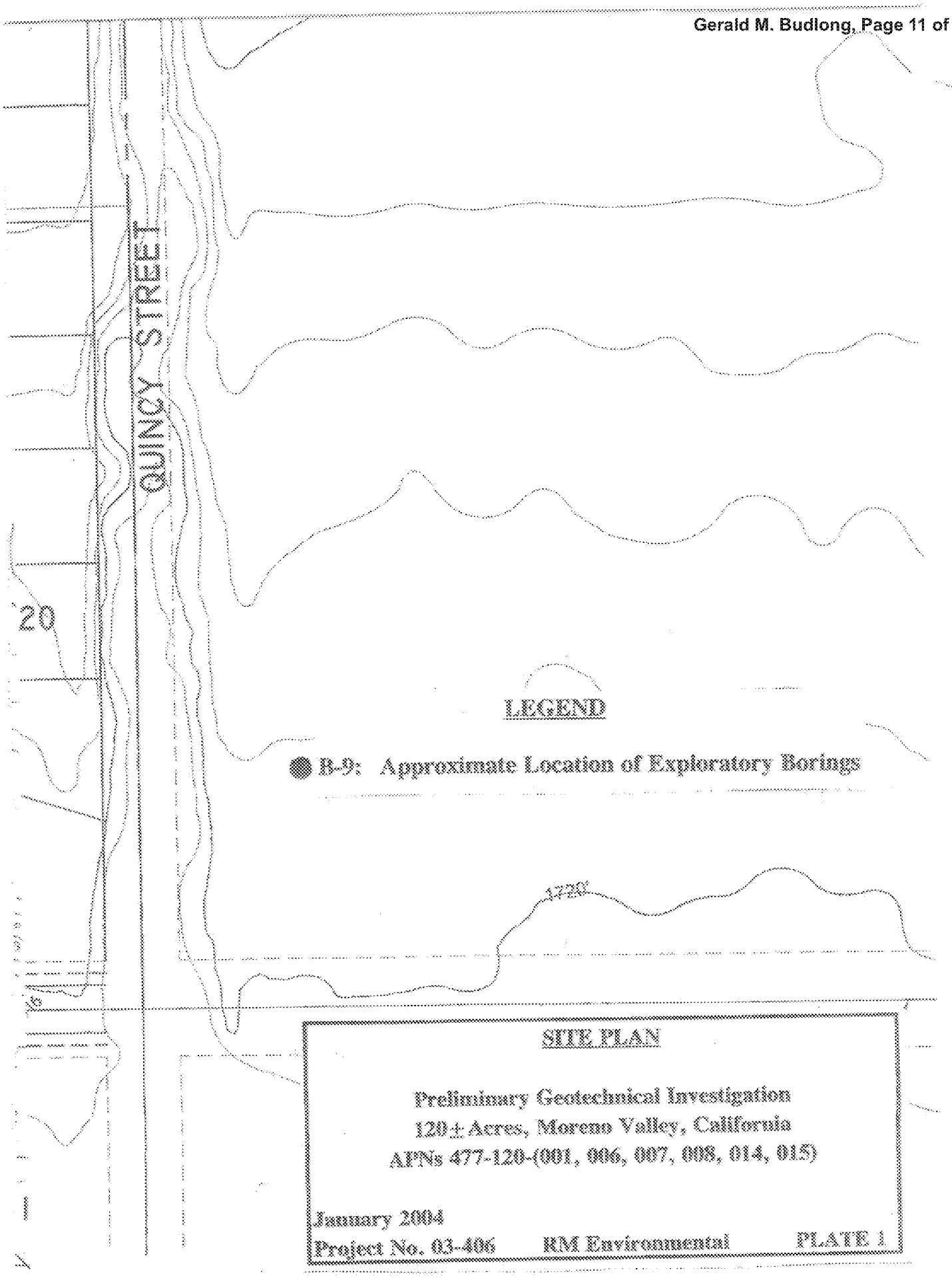

SITE PLAN

Preliminary Geotechnical Investigation
120± Acres, Moreno Valley, California
APNs 477-120-(001, 006, 007, 008, 014, 015)

January 2004
Project No. 03-406 RM Environmental PLATE 1

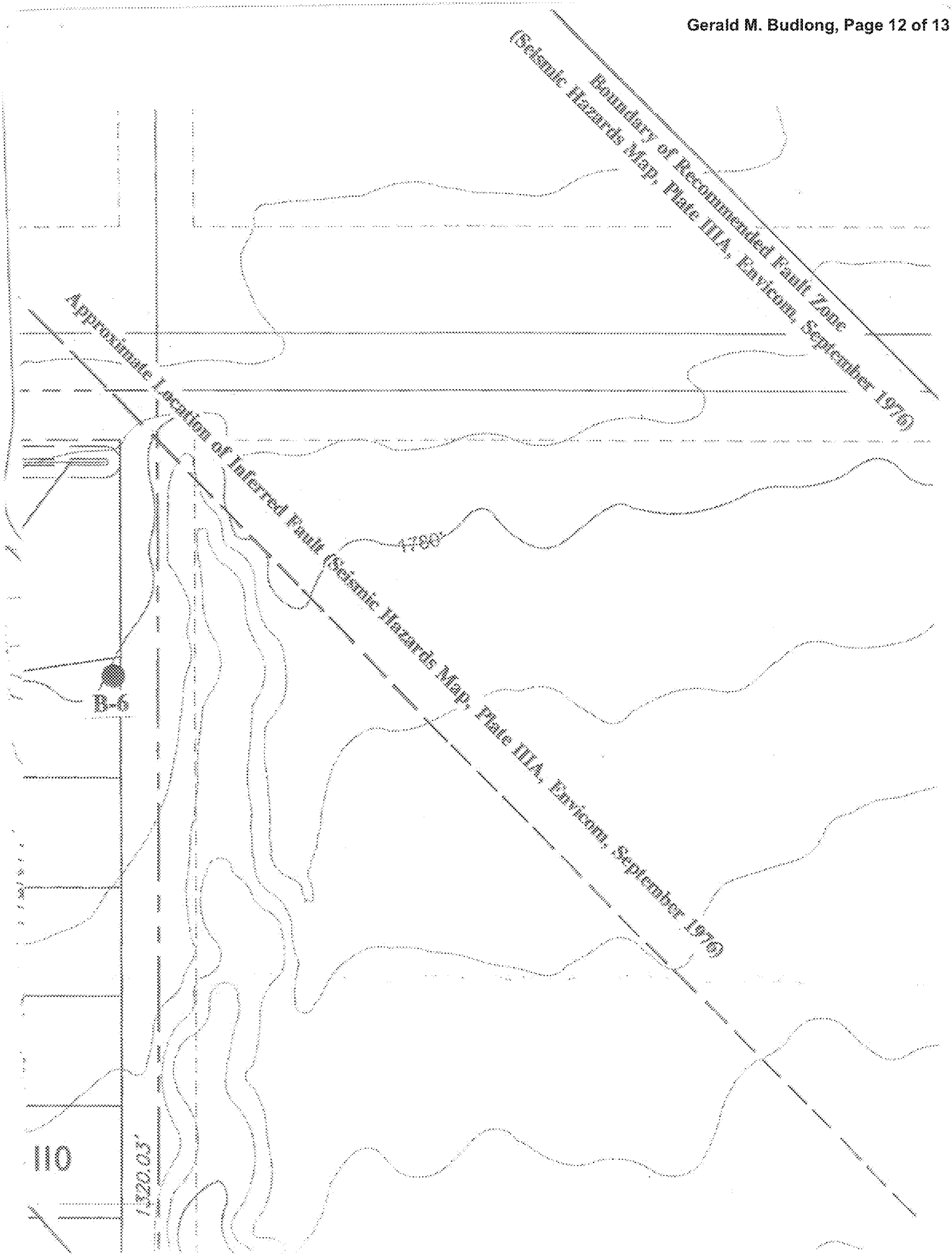
Boundary of Recommended Fault Zone
(Seismic Hazards Map, Plate IIIA, Earthcom, September 1976)
Approximate Location of Inferred Fault (Seismic Hazards Map, Plate IIIA, Earthcom, September 1976)
1780'
B-6
1320.03'
110

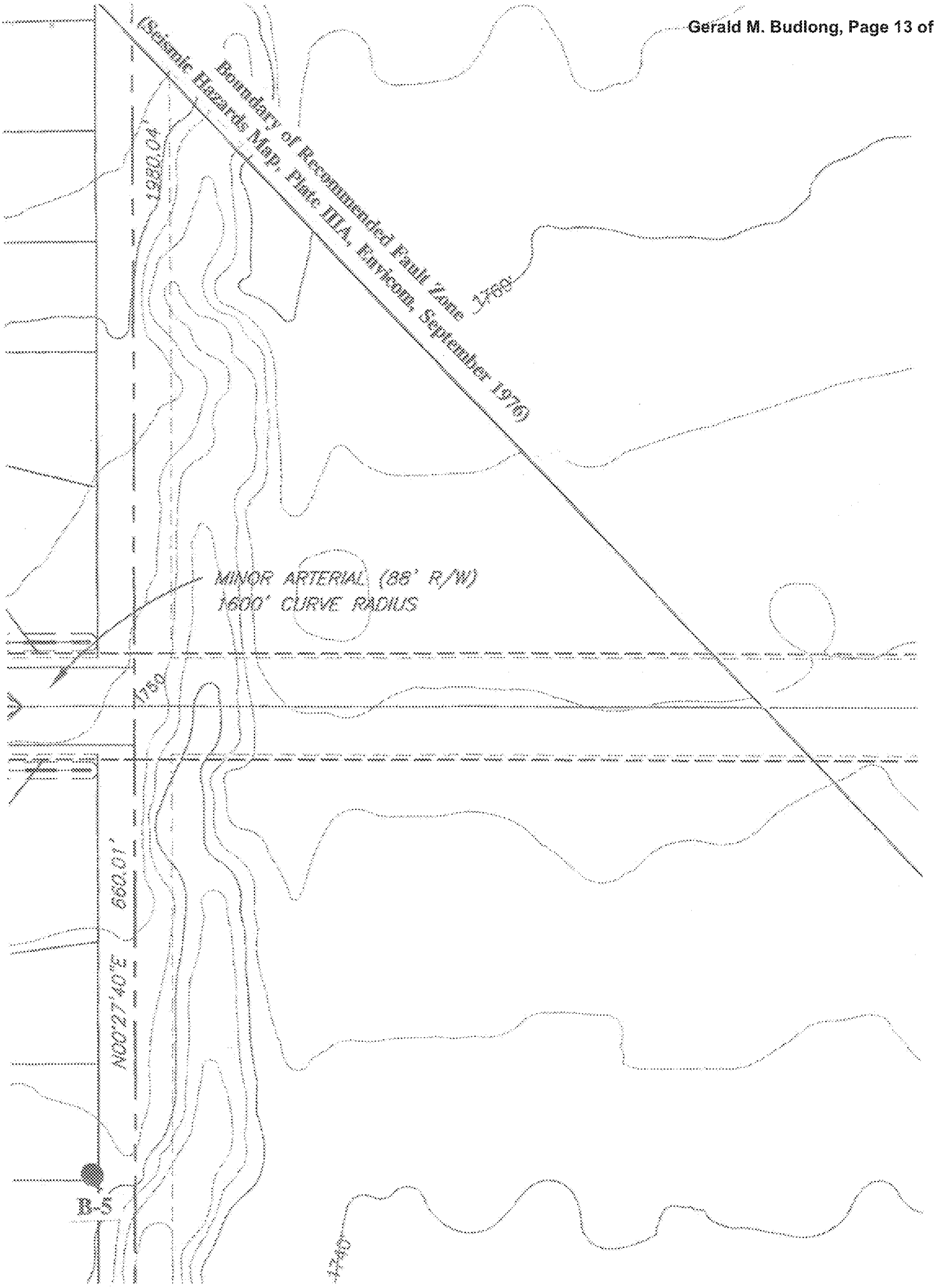
Boundary of Recommended Fault Zone
Seismic Hazards Map, Plate IIIA, Harrison, September 1976
1920.04'
1769'
MINOR ARTERIAL (88' R/W)
1600' CURVE RADIUS
1760
660.01'
N00°27'40"E
1740

GERALD M. BUDLONG
CITY OF MORENO VALLEY ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD MEMBER

Letter dated December 2, 2010

Response GB-1

The process of reproducing maps and plans at the size required for inclusion in the Draft EIR generally involves a substantial reduction from larger source documents. Where feasible, distances are indicated within the Draft EIR's illustrations; however, for accurately scaled plans, the reader is referred either to the document's Technical Appendices, or to full-sized copies of plans and maps available at the City of Moreno Valley Planning Department.

Response GB-2

The commentor correctly describes the Project Geotechnical Investigation (prepared by Southern California Geotechnical in January 2007, and included in its entirety as Draft EIR Appendix H), and its scope of services, which included a visual site reconnaissance, subsurface exploration, field and laboratory testing, and geotechnical engineering analysis to provide recommendations in regard to building design criteria, site preparation, and construction. The Project Geotechnical Investigation was not intended to provide an environmental evaluation of the Project site; rather, the Phase I Environmental Site Assessment (Project ESA), included in Draft EIR Appendix I, addresses other environmental conditions affecting the Project site.

Both the Project ESA and the Geotechnical Investigation reference a fault study for a portion of the Project site that was prepared prior to the proposed Project application. The *Preliminary Geotechnical Investigation and Fault Study for the Proposed 31-1/2-Acre Residential Development, South of SR-60 and West of Redlands Boulevard, Assessor's Parcel Numbers 477-120-004 and 477-120-005, Moreno Valley, California (Project No. I05876-10)* was prepared by LGC Inland, Inc. (LGC) on September 12, 2005. The LGC Fault Study

states that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." A detailed fault study was not prepared, because it was determined unnecessary based upon Southern California Geotechnical's review of the LGC Fault Study along with other mapping of the Project site (detailed in the following Response GB-4), and their on-site reconnaissance, which found no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas).

Response GB-3

The LGC report is available through the Lead Agency (a copy is available at the Planning Department), and was considered incorporated by reference into the Project Geotechnical Investigation. As discussed in the preceding Response GB-2, because no evidence of faulting or other geologic hazard was identified in this report, it was not determined necessary for inclusion.

Response GB-4

In addition to the LGC report referenced in the preceding Responses GB-2 and GB-3, several geologic maps were used as points of reference in the preparation of the Project Geotechnical Investigation. These include the following:

- Geologic Map of the Sunnymead 7.5' Quadrangle, Riverside County, California, by Douglas M. Morton and Jonathan C. Matti, 2001;
- Geologic Map of the Sunnymead/South ½ of Redlands Quadrangles, San Bernardino and Riverside County, California, by Thomas W. Dibblee, Jr., 2003;
- Alquist-Priolo Earthquake Fault Zones Map of the Sunnymead Quadrangle; and
- Riverside County Land Information System – Fault Zone Map.

Copies of these maps are included on the following pages for ease of reference, and have also been incorporated in Final EIR Section 2.0, Revisions and Errata.

MV00116038

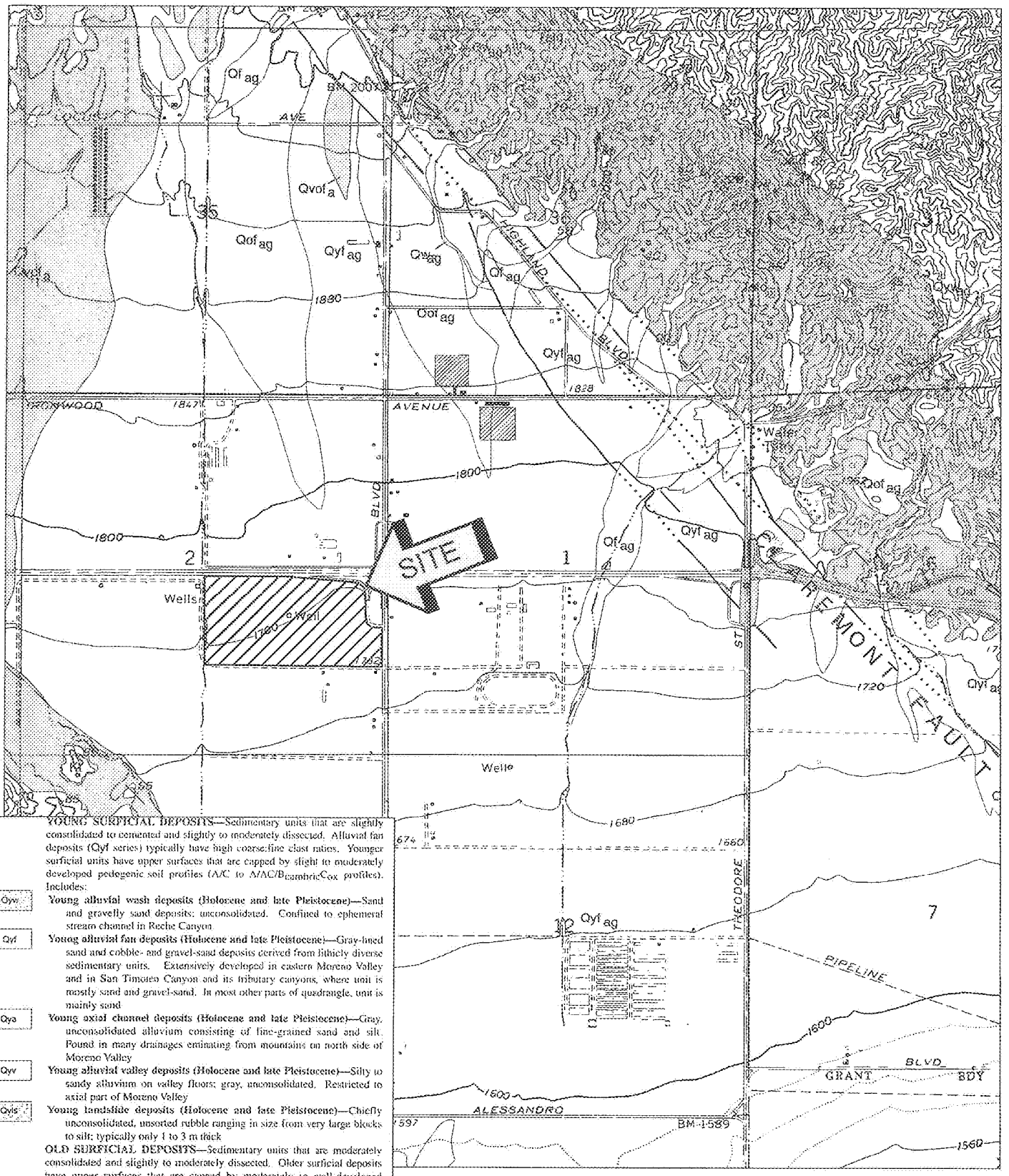

YOUNG SURFICIAL DEPOSITS—Sedimentary units that are slightly consolidated to cemented and slightly to moderately dissected. Alluvial fan deposits (Qyf series) typically have high coarse:fine clast ratios. Younger surficial units have upper surfaces that are capped by slight to moderately developed pedogenic soil profiles (A/C to A/AC/$B_{cambric}C_{ox}$ profiles). Includes:

Qyw — **Young alluvial wash deposits (Holocene and late Pleistocene)**—Sand and gravelly sand deposits; unconsolidated. Confined to ephemeral stream channel in Reche Canyon.

Qyf — **Young alluvial fan deposits (Holocene and late Pleistocene)**—Gray-hued sand and cobble- and gravel-sand deposits derived from lithicly diverse sedimentary units. Extensively developed in eastern Moreno Valley and in San Timoteo Canyon and its tributary canyons, where unit is mostly sand and gravel-sand. In most other parts of quadrangle, unit is mainly sand.

Qya — **Young axial channel deposits (Holocene and late Pleistocene)**—Gray, unconsolidated alluvium consisting of fine-grained sand and silt. Found in many drainages emanating from mountains on north side of Moreno Valley.

Qyv — **Young alluvial valley deposits (Holocene and late Pleistocene)**—Silty to sandy alluvium on valley floors; gray, unconsolidated. Restricted to axial part of Moreno Valley.

Qyls — **Young landslide deposits (Holocene and late Pleistocene)**—Chiefly unconsolidated, unsorted rubble ranging in size from very large blocks to silt; typically only 1 to 3 m thick.

OLD SURFICIAL DEPOSITS—Sedimentary units that are moderately consolidated and slightly to moderately dissected. Older surficial deposits have upper surfaces that are capped by moderately to well-developed pedogenic soils (A/AB/B/C_{ox} profiles and Bt horizons as much as 1 to 2 m thick and maximum hues in the range of 10YR 5/4 and 6/4 through 7.5YR 6/4 to 4/4 and mature Bt horizons reaching 5YR 5/6). Includes:

Qof — **Old alluvial fan deposits (late to middle Pleistocene)**—Indurated, sandy and gravelly alluvial fan deposits, found on south side of San Timoteo Badlands and in Reche Canyon. Slightly to moderately dissected; reddish-brown. Some deposits include thin, discontinuous surface layer

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD 7.5' QUADRANGLE, RIVERSIDE COUNTY, CALIFORNIA" MORTON AND MATTI, 2001

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 1

SOUTHERN CALIFORNIA GEOTECHNICAL

MV00116039

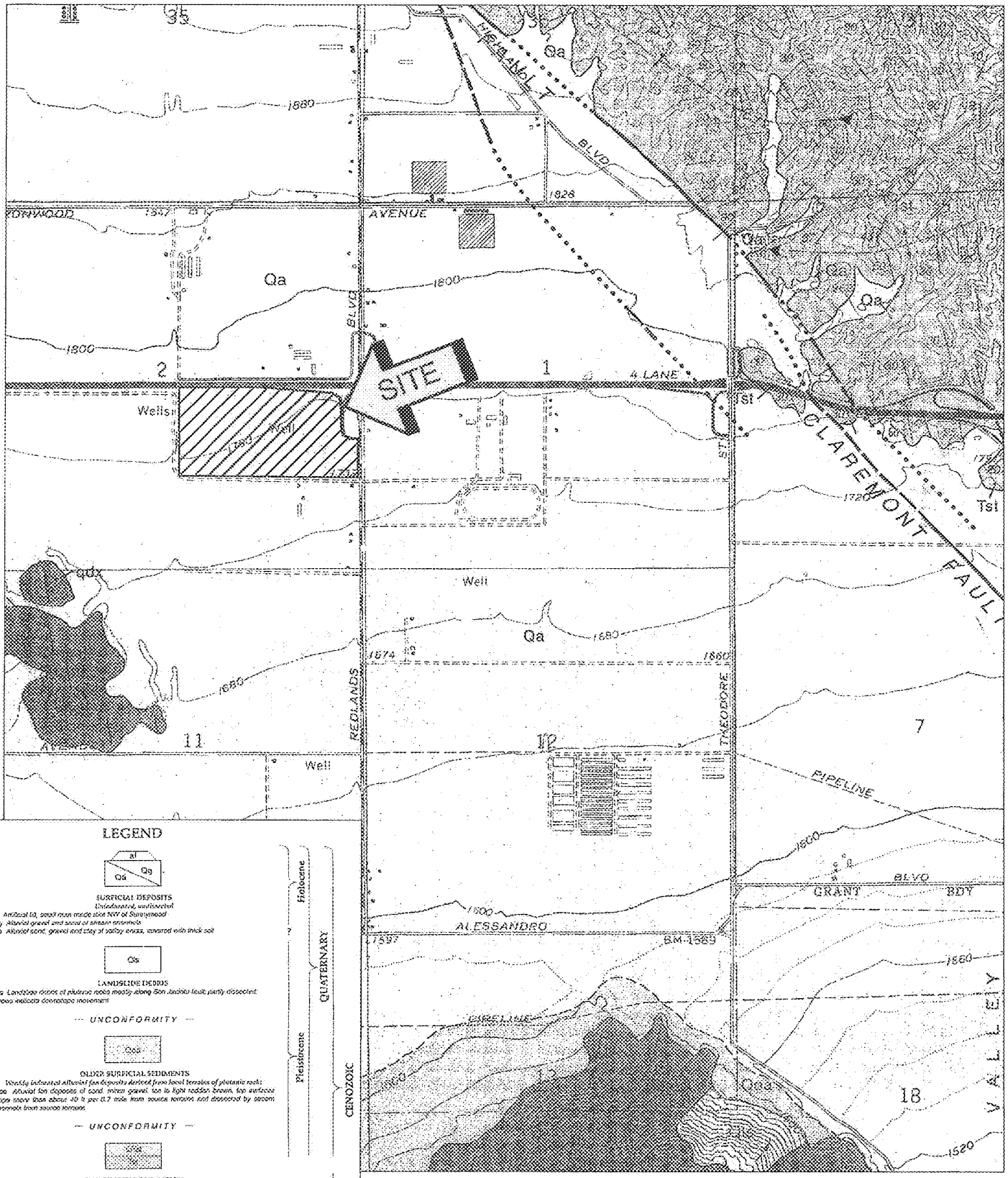

LEGEND

SURFICIAL DEPOSITS
Unconsolidated, undissected

af Artificial fill, small mass made due NW of Sunnymead
Qg Alluvial gravel and sand of stream channels
Qa Alluvial sand, gravel and clay of valley areas, covered with thick soil

LANDSLIDE DEBRIS

Qls Landslide debris of plutonic rocks mostly along San Jacinto fault; partly dissected; arrows indicate downslope movement

— UNCONFORMITY —

OLDER SURFICIAL SEDIMENTS

Weakly indurated Alluvial fan deposits derived from local terraces of plutonic rocks:
Qoa Alluvial fan deposits of sand, minor gravel, tan to light reddish brown, top surfaces slope more than about 40 ft per 0.7 mile from source terraces and dissected by stream channels from source terraces

— UNCONFORMITY —

SAN TIMOTEO FORMATION

(San Timoteo Hills of Frick, 1921) stream-laid alluvial sediments of detritus derived from plutonic and metamorphic rocks of San Bernardino Mountains area, weakly indurated, upper part yielded vertebrate fauna diagnostic of Blancan Stage, Plio-Pleistocene (Frick, 1921, Savage, et. al. 1951), or Irvingtonian 1 Stage, earliest Pleistocene (Reynolds, 1991); strata part referred to late of Pliocene age (Morton and Miall, 2004)

QTst Upper part, conglomerate, light gray to tan, fine to coarse grained, arkosic, bedded and minor conglomerate of pebbles and cobbles of mostly granitic outcrop, some of gneissic rocks and quartzite; includes thin layers of soft greenish to light reddish clay claystone, tentatively (?) overlain by Qoa in this quadrangle
Tst Main part (pebble part of Morton and Miall, 2004), lithologically similar to upper part; within 1 km of San Jacinto fault includes more conglomerate; base not exposed in this quadrangle

Qa, Qg, af	Holocene	QUATERNARY
Qoa, Qls	Pleistocene	QUATERNARY
QTst	Pliocene	TERTIARY
Tst	Pliocene	TERTIARY

CENOZOIC

SOURCE: "GEOLOGIC MAP OF THE SUNNYMEAD/SOUTH ½ OF REDLANDS QUADRANGLES, SAN BERNARDINO AND RIVERSIDE COUNTY, CALIFORNIA" DIBBLEE, 2003

GEOLOGIC MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'
DRAWN: DRK
CHKD: JAS
SCG PROJECT 06G285-2
PLATE 2

SOUTHERN CALIFORNIA GEOTECHNICAL

MV00116040

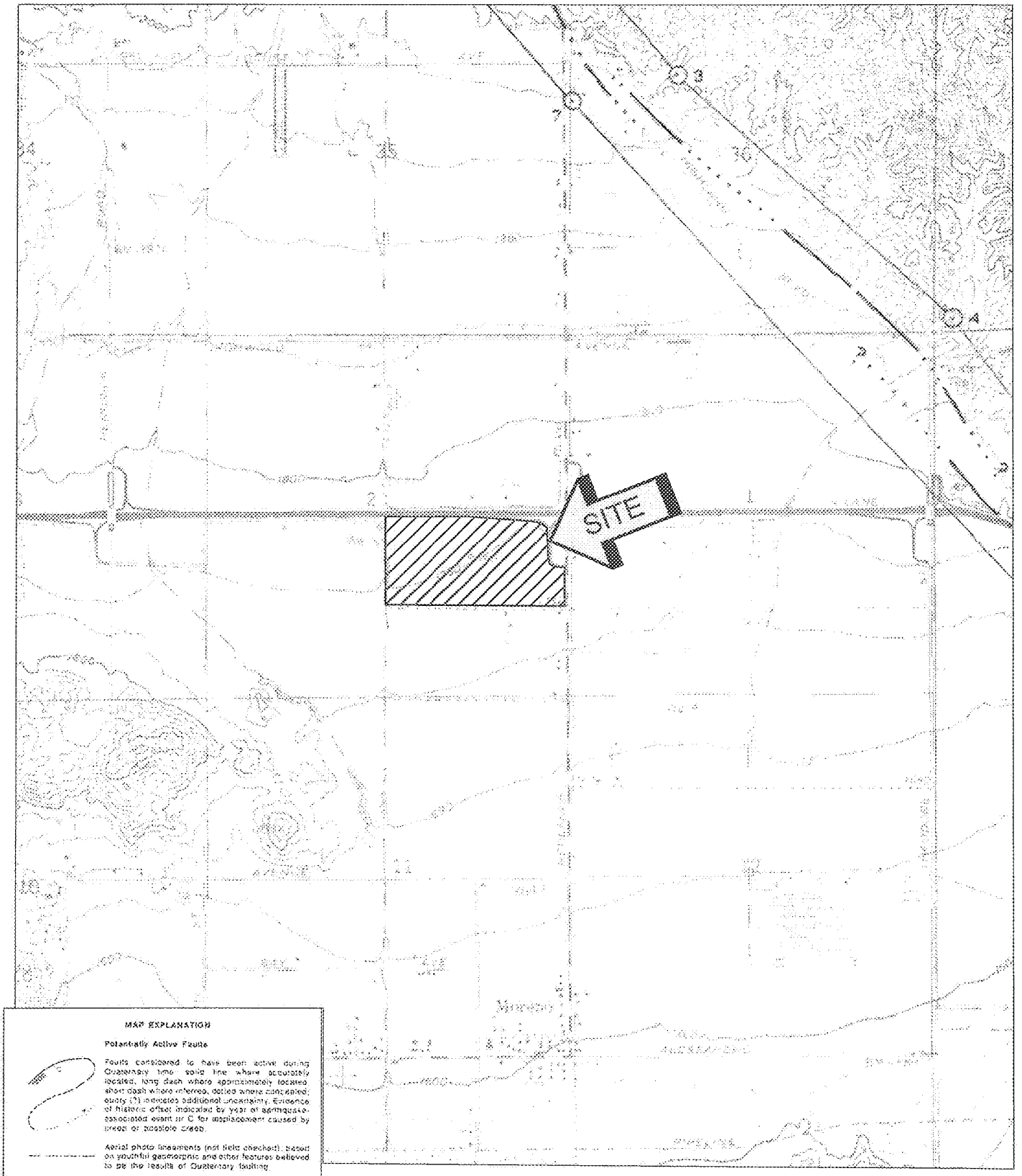

SOURCE: "ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES MAP, SUNNYMEAD QUADRANGLE"

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE MAP

PROPOSED WEST RIDGE BUSINESS CENTER

MORENO VALLEY, CALIFORNIA

SCALE: 1" = 2000'	
DRAWN: DRK CHKD: JAS	
SCG PROJECT 09G285-2	
PLATE 3	

SOUTHERN CALIFORNIA GEOTECHNICAL

MV00116041

FAULT ZONES
03/15/2010

- INTERSTATES
- HIGHWAYS
- PARCELS
- ALQUIST-PRIOLO
- RIVERSIDE COUNTY
- COUNTY FAULT ZONE
- SAN JACINTO FAULT ZONE
- CITY

SOURCE: "RIVERSIDE COUNTY LAND INFORMATION SYSTEM - FAULT ZONES"

RIVERSIDE COUNTY FAULT ZONES MAP
PROPOSED WEST RIDGE BUSINESS CENTER
MORENO VALLEY, CALIFORNIA
SCALE: 1" = 2000'
DRAWN: DRK CHKD: JAS
SCG PROJECT 06G285-2
PLATE 4

SOUTHERN CALIFORNIA GEOTECHNICAL

MV00116042

Response GB-5

As noted on Page 9 of the Project Geotechnical Investigation (Draft EIR Appendix H), "The 1997 UBC/2001 CBC Design Parameters have been generat[ed] using UBCSEIS, a computer program published by Thomas F. Blake (January 1998)." It is assumed that the fault parameters were not available for the Casa Loma fault at the time the UBCSEIS program was published.

It may be noted that the building code has changed since the Project Geotechnical Investigation was issued. New development must now be designed in accordance with the requirements of the incumbent edition of the California Building Code (CBC). The CBC provides procedures for earthquake resistant structural design that includes considerations for on-site soil conditions, occupancy, and the configuration of the structure including the structural system and height. The seismic design parameters are based on the soil profile and the proximity of known faults with respect to the subject site. The 2007 CBC Seismic Design Parameters are now generated using *Earthquake Ground Motion Parameters*, a software application developed by the United States Geological Survey (USGS). This software application, available at the USGS website, calculates seismic design parameters in accordance with the 2007 CBC, utilizing a database of deterministic site accelerations at 0.01 degree intervals. Since the UBCSEIS is no longer used to calculate the seismic design parameters for the proposed development, it is not considered relevant that the Casa Loma fault is not listed in the UBCSEIS database.

Please refer to the following Response GB-7 in regard to the referenced Preliminary Geotechnical Investigation for the property westerly adjacent to the Project site, prepared by RM Engineering.

Response GB-6

Please refer to the geologic maps referenced as part of the preceding Response GB-4.

MV00116043

Response GB-7

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering (RME) is acknowledged. The site addressed by this report is located westerly adjacent to the Project site. Although RME recommended that a fault investigation be conducted prior to development within the portion of the site within the zone designated by the Riverside County Seismic Safety Element (Envicom, 1976), RME provided no data or evidence that an active fault was located on the site or adjacent sites. In fact, RME performed a geologic lineament analysis and concluded (on Page 6 of the referenced report) that, "[b]ased on the aerial photograph review, no significant topographic or vegetation alignments indicating potential faulting on or projecting into the site were observed." The recommendation by RME to perform a fault study was solely based on the Envicom report.

As referenced in the Project Geotechnical Investigation, Southern California Geotechnical reviewed the LGC report referenced in the preceding Response GB-2. LGC performed a fault study in the southeast portion of the Project site. The fault trench was approximately 400 feet in length and trended S48W (perpendicular to the projection of the nearest faults). The trench was excavated to a maximum depth of approximately 14 feet. LGC stated that "[n]o evidence of fracturing, offsets, or any discernable characteristics related to faulting was observed." It should also be noted that no evidence of surficial features indicating faulting (i.e., fault scarps, fault line scarps, sag ponds, fractures, or vegetated areas) were observed on the subject site at the time of the original geotechnical investigation. In addition, the two geological maps presented as part of the preceding Response GB-4 (Plates 1 and 2) indicate that the closest fault to the subject site is the Claremont Fault Section of the San Jacinto Fault Zone, located 3,700 feet northeast of the site. The mapped active portion of the Casa Loma fault is located approximately 4.5 miles southeast of the Project site.

The Project site is not located within an Alquist-Priolo Earthquake Fault Zone (Plate 3), nor is it located within a Riverside County designated fault zone (Plate 4). Based on

MV00116044

information from the previous LGC report and published geologic maps, it is not considered likely that the Casa Loma fault, located more than four miles southeast of the Project site, would cause on-site surface rupture.

Response GB-8

Applied Planning utilized the Project-specific Geotechnical Investigation provided in the Draft EIR, and its assessment of on-site conditions.

Response GB-9

As detailed in the preceding Response GB-7, despite the commentor's assertions to the contrary, as documented in the Project-specific Geotechnical Investigation, there is no indication that the Project building footprint will overlay any active fault, nor is there evidence of potential fault rupture.

Response GB-10

The Draft EIR's description of major scenic resources is focused primarily on those views that would be potentially affected by the Project. It may be noted that, on Draft EIR Page 4.9-3, the reader is referred to Draft EIR Figure 4.9-1, which is based on an exhibit from the Moreno Valley General Plan. This figure does indicate views of the San Jacinto Wildlife Preserve among the City's major scenic resources. As can also be seen from this figure, the San Jacinto Wildlife Area is located approximately 3.5 miles to the southeast of the Project site. Although not identified in the illustration, the California Department of Fish and Game (http://www.dfg.ca.gov/lands/wa/region6/sanjacinto/maps.html) identifies Mystic Lake as being located adjacent to the eastern boundary of the San Jacinto Wildlife Area.

Response GB-11

As noted on Draft EIR Page 4.9-3, Figure 4.9-1 is the Draft EIR is a reproduction of Moreno Valley General Plan Figure 5.11-1, and as such, reflects the labeling used in the General Plan.

Response GB-12

The Draft EIR acknowledges, on Page 4.9-10, that the Project site lies within an established view corridor adjacent to the SR-60, and that SR-60 has been locally designated in the Moreno Valley General Plan as a scenic route. Primarily on this basis, the Project was found to have a substantial adverse effect on a scenic vista, which is considered a significant and unavoidable impact. The CEQA thresholds differentiate effects on a "scenic vista" from potential impacts to "scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway." Although SR-60 has not been designated as a "State scenic highway," its local importance has been acknowledged in the Draft EIR.

Response GB-13

The Draft EIR acknowledges that the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact.

Response GB-14

The commentor's inclusion of the referenced excerpts from the Preliminary Investigation prepared by RM Engineering is acknowledged.

MV00116046

From: Rachel Lopez [rachel.lopez@ccaej.org]
Sent: Monday, December 06, 2010 2:19 PM
To: Jeffrey Bradshaw
Subject: Project Description 105-131
Environmental Impact Analysis 132-135

Land Use and Planning 136-169

Air Quality 261-372

Noise 373-401

This is in response to the Project # 105-131.

Mitigations for the cumulative exposure from projects that have already been approved and those that are in the process of being will have a significant effect on traffic and diesel exposure to residents within the impacted area and fall short of lowering the impacts to residents in close proximity of these projects. How can you mitigate this to include the other projects impacts. CCA-1

The Environmental Impact Analysis does not indicate or give a true picture of projected truck trips taking into account the other projects and the new Sketchers project. What types of mitigation are being initiated for these projects when they reach full capacity and are taken into account. The noise impacts to the surrounding community and its residents must also be mitigated especially with the additional projects that are in the planning process. What will those mitigations look like on a cumulative level. CCA-2

There must be in the mitigation of this project stipulations from the projected/future tenants that only 2010-compliant truck fleet cleanest trucks be allowed into the facility and create incentives or a schedule to phase in a clean truck fleet. The project should also consider other alternatives which might be to consider alternatives such as a portion of the fleet might be retrofitted or repowered and be phased in over a period of time which could reduce the air quality health risks and may be more economically feasible. CCA-3

Cumulatively Significant and Unavoidable for PM10, PM2.5, VOC and NOx exceedances; and long term VOC and *NO exceedances* this phrase is repeated several times in the Draft EIR we must not continue to approve projects in our communities that continue to impact our residents with health risks that can be avoidable with mitigation that should be implemented even before projects are proposed for review. The fact that we see unavoidable and significant in the EIRs is great concern that these projects will continue to be approved with overriding considerations or approved regardless of the impacts to existing or future residents. CCA-4

There are designated proposed residential projects being proposed along side these industrial facilities with no significant buffer areas dedicated. The SCAQMD and the Air Resources board indicate a buffer zone of not less than 1,000 ft. between a sensitive receptor and a diesel source. These issues must be addressed and mitigated with what ever means are available to the lowest levels possible with **sufficient buffer zones of not less than 1,000** to lessen those impacts. The DEIR have buffers of 250 or 300 how can the developer include/mitigate buffer zones of 1,000 ft. CCA-5

Rachel Lopez

Community Organizer

Center for Community Action and Environemtal Justice

Centro de Accin Comunitaria y Justicia Ambiental

Office - 951-360-8451 / Fax - 951-360-5950

rachel.l@ccaej.org

CENTER FOR COMMUNITY ACTION AND ENVIRONMENTAL JUSTICE
RACHEL LOPEZ

Email Dated December 6, 2010

Response CCA-1

The commentor expresses concern regarding the cumulative effects of the Project's contributions to impacts from traffic and diesel emissions when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, 11 discrete related projects were included within the Draft EIR cumulative analysis, including both projects referenced by the commentor ("Highland Fairview and ProLogis"). Additionally, the cumulative analysis reflects generalized disaggregated regional growth not otherwise attributable to specific development proposals.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Response CCA-2

As noted in the preceding Response CCA-1, the Draft EIR did consider the effects of cumulative projects including potential cumulative truck trips, including the Highland Fairview ("Skechers") project.

With specific regard to truck traffic, estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor. Vehicular noise impacts from all Project and cumulative traffic are also addressed in the DEIR, and are determined to be less-than-significant. Please refer to DEIR at Pages 4.4-21 through 4.4-23; and 5-14 through 5-17.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour intersection passenger car equivalent (PCE) traffic volumes. As noted subsequently in this response, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of

MV00116050

mitigation, Project-related diesel emissions will not result in significant adverse health risks.

The commentor is also referred to Section 4.2, "Traffic and Circulation," of the Draft EIR, which includes the following excerpted discussion:

> As seen in Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour. (Draft EIR Page 4.2-18.)

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19, acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the

MV00116051

required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging the Project's individually and/or cumulatively significant environmental impacts.

Mitigation that addresses identified cumulative impacts was provided in the Draft EIR, and has been incorporated in the Project's Mitigation Monitoring Program, included in Final EIR Section 4.0. It is further noted that other development projects are required to address their own specific impacts, and projects subject to CEQA EIR mandates are also required to address cumulative impacts. In this regard, cumulative impacts are likely

MV00116052

overstated as these estimated impacts do not necessarily reflect or assume mitigation applied by other projects within the affected cumulative impact area.

Response CCA-3

The commentor expresses concern about emissions from diesel trucks associated with the Project. Mitigation Measure 4.3.13 has been revised to incorporate the following requirement.

> ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
>
> ***• Use of fleet vehicles conforming to 2010 air quality standards or better.***

These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0.

Response CCA-4

The commentor correctly reflects the Draft EIR's finding that the Project would have a cumulatively significant air quality impact in regard to the referenced criteria pollutant exceedances (temporary construction-related PM_{10}, $PM_{2.5}$, VOC and NOx exceedances; and long-term operational VOC and NOx exceedances). The commentor's opinions regarding the possible approval of the Project with overriding considerations will be forwarded to decision-makers for their consideration.

Response CCA-5

As acknowledged in the Draft EIR (Pages 4.1-7 through 4.1-9), currently undeveloped properties to the south of Fir (future Eucalyptus) Avenue, and to the west of the Quincy Channel are designated for residential uses. Despite the commentor's assertion to the

MV00116053

contrary, the City has no currently active proposals for residential development on any parcels adjacent to the Westridge Commerce Center Project site.

The 1,000 foot buffer zone referenced by the commentor has been offered by the California Air Resources Board as a planning guideline, to be implemented in cases where site-specific analysis has not been conducted.[4] In the case of the Westridge Commerce Center Project, a Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

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[4] Please refer to the CARB *Air Quality and Land Use Handbook: A Community Health Perspective,* April 2005, Page ES-2, at the following website: http://www.arb.ca.gov/ch/handbook.pdf.

MV00116054

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24-hour exposure for a 30- or 70- year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

MV00116055

From: Paul Claxton [paul1960@verizon.net]
Sent: Sunday, December 05, 2010 10:02 AM

To: Jeffrey Bradshaw

Subject: Moreno Valley Warehouses/Ridge Project

I am concerned about the efforts to rush into construction the millions of square feet worth of warehouses in the east end of Moreno Valley. These projects can do nothing positive to the natural environment of the area. My biggest concern is turning Moreno Valley into another Ontario with hundreds of diesel trucks lumbering down our roads spewing pollution, creating noise, and traffic. That additional traffic will add to commute times creating additional pollution. The 60 freeway east of this project is not contusive to big rig traffic. I've been a resident here for just nine years and I intentionally bought on the more rural east side to avoid the traffic of the 215 freeway. This project drives a stake into the heart of the city. I'm planning on leaving to seek a better managed city. PC-1

Paul Claxton
Moreno Valley CA

PAUL CLAXTON

Email Dated December 5, 2010

Response PC-1

The commentor's general concerns regarding the Project's location and the cumulative impacts of the Project when combined with other vicinity projects are noted. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A thorough discussion of the cumulative impacts is presented at Draft EIR Section 5.1.

Similarly, the commentor's generalized concerns regarding the increased traffic, air quality and noise impacts are discussed in the EIR. Specifically, traffic impacts are addressed in Draft EIR Section 4.2, air quality impacts at Draft EIR Section 4.3 and noise impacts at Draft EIR Section 4.4.

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

MV00116057

COMMENTS AND QUESTIONS REGARDING THE DEIR AND LAND USEAGE IN GENERAL FOR WESTRIDGE COMMERCIAL CENTER, A.K.A. "THE RIDGE PROJECT"

Stephen Crews, Moreno Valley, CA

1. It is evident from current zoning, that lands designated commercial south of SR60, from Moreno Beach Dr. to Redlands Blvd., including land devoted for the Westridge Center, do not extend southerly for a great distance, and thus any commercial development there is not intended as a part of an extensive commercial region. In fact, for this reason, it appears this land serves as a buffer for the residentially zoned areas to the south. Thus, it is incumbent on planners and developers to ensure that properties developed in these commercially zoned areas are in keeping with aesthetics, appearance, landscape, geographic culture, and the sentiments of future residents of the predominant land use in the area, residential. This warehouse structure, with its massive edifice and size could not possibly conform to nor compliment Rancho Belago, "the land of ranches and lakes". SCR-1

   Has any consideration been given to the degradation of future residential developments in the area by the construction of an eyesore across the street?

2. One can only presume that there is a cumulative effect of air pollution from SR60, diesel trucks on the site of Westridge, and those travelling on nearby surface streets, as well as these types of contributors to air pollution from future similar developments along the freeway, and that this would have a deleterious effect on the health of citizens residing in residential neighborhoods. SCR-2

   Has this been taken into consideration, and wouldn't it be advisable to restrict commercial land use to less concentrated populations of heavy polluters, such as diesel trucks?

3. **The proposed project sits on the mouth of the entrance into the badlands heading east on SR 60, a highway that is essentially a rural route at this point, and one that is treacherous for traffic. At what point does the added introduction of truck traffic become dangerous? The route on SR60 west is extremely congested and practically at a standstill, caused by the incompletion of recent freeway construction, growth, and lack of capacity. At what point does the introduction of further truck traffic become untenable?** SCR-3
4. **The local surface roads and overpasses servicing the area of the project are dilapidated and are residential in nature. Will roads be brought up to standards, and who will pay for the inevitable degradation of heavy wear trucks cause on roads, with the potential of harm to automobile motorists?** SCR-4

STEPHEN CREWS

Letter Dated December 6, 2010

Response SCR-1

The commentor expresses an opinion regarding the land use designations (and the conformation of the proposed Project with the intent of those designations) of the properties located south of the SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

The commentor also expresses concern regarding the consideration of nearby residential uses. It is assumed that, in this instance, the commentor is referring to aesthetic consideration. Indeed, the Draft EIR contains a detailed analysis of the Project's aesthetic attributes and impacts within Section 4.9. Specifically, the analysis examined whether the Project would:

- Have a substantial adverse effect on a scenic vista;
- Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway;
- Substantially degrade the existing visual character or quality of the site and its surroundings; or
- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

As supported by the analysis, the Project would obstruct views of off-site scenic resources, and would therefore have a substantial adverse effect on a scenic vista. This is a significant and unavoidable impact. All other potential aesthetic impacts of the

MV00116059

Project were determined to be less-than-significant. The commentor is also referred to Figures 4.9-2 through 4.9-8 of the Draft EIR, which illustrate line of sight and view simulations of the Project.

Response SCR-2

The commentor expresses concern regarding the cumulative effects (air pollution) of the Project when combined with other vicinity projects. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" were identified within the cumulative scope of the Westridge Commerce Center Project. In total, eleven (11) distinct related projects were included within the Draft EIR cumulative analysis.

In addition to the identified related projects, the cumulative impacts analysis assumed development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considered potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region. The commentor is referred to Section 5.0, "Other CEQA Topics" of the Draft EIR.

Cumulatively significant air quality impacts are summarized at DEIR Page 1-18, 1-19 and are discussed at DEIR pages 5-12 through 5-14.

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

MV00116060

Response SCR-3

The commentor characterizes location of the Project "on the mouth of the entrance into the badlands heading east on SR-60." Location of the Project and proximity of the badlands are noted in the Draft EIR:

> 3.2 PROJECT LOCATION AND BOUNDARIES
>
> The Project site is located in the eastern portion of the City of Moreno Valley, in western Riverside County. Please refer to Figure 3.2-1, "Regional Location." The Project will be developed within a 54.66-acre site, which is located near the SR-60/Redlands Boulevard interchange. The site is bounded by SR-60 to the north, Fir Avenue (future Eucalyptus Avenue) to the south, the Quincy Channel to the west, and vacant land designated for commercial use between the Project's east boundary and Redlands Boulevard, approximately 700 feet to the east. Please refer also to the Project site aerial, Figure 3.2-2, "Project Vicinity" (Draft EIR Page 3-1).
>
> General Plan Final EIR Figure 5.11-1, "Major Scenic Resources," reproduced in this Draft EIR as Figure 4.9-1, indicates the Project site is located along the SR-60 scenic corridor. The Badlands area, located approximately one mile to the north, and the Mount Russell foothills and associated rock outcroppings, located approximately two miles southerly of the site (Draft EIR Page 4.9-3).

The commentor offers that SR-60 "is essentially a rural route at this point, and one that is treacherous for traffic."

Existing and programmed SR-60 configurations proximate to the Project are accurately and appropriately described in the EIR:

MV00116061

Regional Access

State Route 60 (SR-60), adjacent to the Project site's northerly boundary, provides regional access to the subject property and vicinity. Connection to SR-60 is provided via Redlands Boulevard, located less than one-quarter mile east of the Project site. The Project has been designed to accommodate future interchange improvements planned by Caltrans at Redlands Boulevard and the SR-60, which would upgrade the existing rural configuration to a standard diamond interchange. These interchange improvements would be constructed by Caltrans, and are not a part of the proposed Project. As demonstrated in the analysis presented in this Section, with implementation of the improvements identified subsequently (and in the Project TIA, EIR Appendix B),the existing rural interchange at Redlands Boulevard and the SR-60 will accommodate existing and anticipated future traffic, including Project-related traffic, at Opening Year and beyond. The upgrade of this interchange is included as part of the regional Western Riverside County TUMF improvement program.

The commentor provides no supporting evidence indicating any substantive potential safety concerns along the segment of SR-60 proximate to the project site. Moreover, Caltrans, the Responsible Agency for actions and projects affecting SR-60, has not suggested or indicated any significant safety issues for this segment of highway (Draft EIR, Page 4.2-8).

In response to the commentor's concerns regarding traffic on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these

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impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

The commentor also provides opinions regarding traffic and safety along SR-60. These statements and opinions will be forwarded to the decision-makers for their consideration.

Response SCR-4

The commentor expresses concern regarding the nature and condition of vicinity roadways. Section 3.0, "Project Description" of the Draft EIR includes a complete list of roadway improvements to be implemented by the Project. Roadway improvements to be implemented by the Project prior to issuance of the first Certificate of Occupancy are summarized below:

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- Fir Avenue (future Eucalyptus Avenue) will be constructed to its ultimate half-section width (one-half of 104-foot right-of-way section improvements pursuant to City Standard No. 104B) as an arterial roadway from the westerly Project boundary, extending to Redlands Boulevard to the east. Signalization and turn lane improvements will be provided at the intersection of Fir Avenue (future Eucalyptus Avenue) at Redlands Boulevard consistent with City standards and requirements. At the westerly terminus of Fir Avenue (future Eucalyptus Avenue), full cul-de-sac improvements will be provided to allow for vehicle turnaround.

- An auxiliary lane along the westerly side of Redlands Boulevard will be constructed between Fir Avenue (future Eucalyptus Avenue) and the SR-60 eastbound off-ramps.

- The proposed public street (Street "A") at the Project's easterly boundary will be constructed to its ultimate half-section width (one-half of 78-foot right-of-way section improvements pursuant to City Standard No. 106) as an industrial collector roadway from the proposed northern terminus of the road to Fir Avenue (future Eucalyptus Avenue) in conjunction with development. Full improvements will be provided at the cul-de-sac "bulb" to allow for vehicle turnaround.

All roadway improvements proposed by the Project will conform with City engineering standards thereby reducing future maintenance responsibilities for these improvements. The Project will contribute fees and tax revenues to the City that may be directed to the repair and maintenance of area roads.

More specifically, the Project will pay nearly $6 million in fees for local school, library, fire, and police facilities and local street improvements. Additionally, the Project will invest nearly $1 million in regional transportation improvements. Implementation will also produce nearly $1 million for regional water, sewer and flood control improvements.

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6 December 2010

Via e-mail: Jeffreyb@moval.org

Mr. Jeff Bradshaw, Associate Planner
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552-0805

Dear Mr. Bradshaw:

Re: Westridge Commerce Center Draft Environmental Impact Report (DEIR)—State Clearing House Number 2009101008

The Friends of the Northern San Jacinto Valley are a local conservation group dedicated to preserving and protecting the Northern San Jacinto Valley, the San Jacinto Wildlife Area, and Mystic Lake. We are a 501(c)(3) organization. Since 1991, we have sponsored monthly nature walks at the wildlife area, reviewed and commented on numerous environmental documents, attended community events to share information about the wildlife area, and we have a long history of supporting public land acquisition at the San Jacinto Wildlife Area.

We have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center and are very discouraged by the poor quality of the environmental document. To a great extent, the Draft EIR presupposes that the Moreno Valley Planning Commission and City Council will adopt a statement of overriding consideration for a number of the identified project impacts. This erroneous presumption allows the preparer of the California Environmental Quality Act (CEQA) document, Applied Planning, Inc., to avoid necessary consideration of feasible mitigation measures and to avert meaningful consideration of project alternatives to reduce or avoid significant environmental impacts. The Draft EIR incorrectly asserts that the following significant project impacts are unavoidable and the City's only prerogative is to make CEQA findings of overriding consideration. FNSJ-1

Aesthetics - Loss of Scenic Vista: Perhaps the most spectacular scenic vista from within the City of Moreno Valley is the view of Mystic Lake with the San Jacinto Mountains in the background which motorists can see while traveling east on Highway 60. This project proposes to block this scenic vista with the side of a warehouse building and summarily omits from consideration potential mitigation measures and a project alternative (Alternative Site) FNSJ-2

capable of avoiding or minimizing this aesthetic impact. The project proponents have the ability to buy land anywhere for this warehouse which will not be built until the have a tenant and this makes feasible several mitigation opportunities to avoid or lessen the loss of a scenic vista this project will incur. The pad level of the warehouse buildings is proposed to be 25 feet below the grade of Highway 60. *A project design mitigation measure limiting the building height to 25 feet would preserve the present scenic vista from the highway.* In our view, other building design mitigation measures are feasible and can be incorporated into the project to avoid or minimize the loss of this scenic resource. FNSJ-2 (cont'd)

Agriculture - Loss of Farmland of Local Importance: The Project will convert Farmland of Local Importance to nonagricultural uses and these losses will be cumulatively significant. The Draft EIR fails to consider mitigation for the loss of agricultural land this project will incur and merely dismisses mitigation measures included in the City's General Plan intended to stem the loss of agricultural land. Preservation can be a feasible means of reducing or eliminating the impact of agricultural land loss. The City's General Plan indicates agricultural lands subject to conversion can be mitigated through the purchase or transfer of development rights or the purchase of conservation easements. We believe the Loss of Agricultural lands of Local Importance must be thoroughly discussed and mitigated in the EIR. FNSJ-3

Air Quality: The project will generate long-term operational project emissions during operation that will exceed the South Coast Air Quality District's regional thresholds for a number of pollutants detrimental to community health. A recent Press-Enterprise newspaper article (September 11, 2008) indicates most of the cancer risk from Southern California air pollution is from diesel exhaust. The article also notes the Inland area still has the region's worst fine-particle pollution, which is linked to early deaths, heart attacks and, in children, stunted lung development. Diesel soot is the most toxic major ingredient of fine particle pollution. The Inland region is also recognized as having the worst ozone pollution, which causes nausea, fatigue and headaches, and aggravates asthma and other respiratory conditions. The project Draft EIR makes no attempt to mitigate or avoid these long-term operational emissions and instead asks the City Council to make findings of overriding consideration for this air quality impact. The Draft EIR fails to even consider feasible mitigation measures to reduce community exposure to these harmful long-term project pollutants. A feasible mitigation measure worthy of consideration would be for the developer and future warehouse tenant to commit to operating the facility with trucks equipped only with the latest air pollution abatement technology including diesel soot filters. Since Highland Fairview Corporate Center/Skechers project has been able to have 80% of all off-road heavy-duty construction equipment utilized during construction activity *certified as* CARB Tier III or better, your project and analysis must do at least as well. FNSJ-4

Climate Change and Greenhouse Gases: AB 32 requires that California's greenhouse gas emissions be reduced to 1990 levels by the year 2020. The Draft EIR indicates greenhouse gas emissions from the operation of the Westridge Commerce Center project will result in a significant and unavoidable impact to climate change because emissions will hinder or delay California's ability to meet the reduction targets contained in AB 32. The Draft EIR limits its consideration of emission reduction to on-site measures and will request the City Council make FNSJ-5

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findings of overriding consideration for the project failure to achieve the reduction targets in AB 32. This approach is incorrect in that the CEQA analysis also needs to consider offsite mitigation remedies such as emission trading regimes and/or carbon sequestration to offset the emissions this project will generate. Given the urgency of climate change solutions, the project proponent's reliance on a finding of overriding consideration is misplaced. FNSJ-5 (cont'd)

THE EIR MUST ADEQUATELY ANALYZE AND MITIGATE AIR QUALITY IMPACTS

The EIR fails to adequately analyze and mitigate the significant impacts to air quality resulting from the project. Californians experience the worst air quality in the nation, with annual health and economic impacts estimated in at 8,800 deaths (3,000–15,000 probable range) and $71 billion ($36–$136 billion) per year (Cayan 2006). Ozone and particulate matter (PM) are the pollutants of greatest concern (maximum levels are about double California's air quality standards) and the current control programs for motor vehicles and industrial sources cost about $10 billion per year. In light of these underlying conditions it is critical that the air quality analysis be rigorous. The EIR is required to properly analyze the Projects' direct, indirect, and cumulative contribution to deteriorating air quality. FNSJ-6

A. SIGNIFICANT AIR QUALITY HAZARDS IN RIVERSIDE COUNTY

Riverside County has the dubious distinction of being one of the most polluted areas in the country. (American Lung Association 2005; American Lung Association 2008). The Project will directly result in an increase in construction emissions and vehicle trips per day which will increase the level of a broad number of criteria pollutants under the Clean Air Act. The Project will result in significant impacts to air quality that result from significant levels of emissions of Volatile Organic Compounds (VOCs), Nitrogen Oxides (NOx), Carbon Monoxide (CO), and Particulate Matter of 10 microns and 2.5 microns or less (PM10 and PM2.5). Increased diesel exhaust is particularly detrimental to long term human and lung health.

Ozone (O_3) is the chief component of the common pollutant known as "smog." Ozone is formed when emissions including reactive organic gases (ROG) and oxides of nitrogen (NOx) undergo photochemical reactions in sunlight and are transformed to O_3. Ozone irritates lung airways and causes inflammation much like a sunburn. Ozone causes wheezing, coughing, pain when taking a deep breath, and breathing difficulties during outdoor activities. The American Lung Association focuses on ozone as one of the most hazardous of the common air pollutants. (American Lung Association 2008). Repeated exposure to ozone pollution for several months may cause permanent lung damage. Children, the elderly, and those with respiratory problems are most at risk, but anyone who spends time outdoors may be affected. Even at very low levels, ozone triggers a variety of health problems including aggravated asthma, reduced lung capacity, and increased susceptibility to pneumonia and bronchitis. Ozone also interferes with the ability of plants to produce and store food, which makes them more susceptible to disease, insects, and weather, and damages the leaves of trees and plants, ruining the appearance of cities, national FNSJ-7

parks, and recreation areas. Ozone also reduces crop yields, and is, in fact, responsible for 98% of air quality related crop damage in California. A revised EIR must discuss the proposed project's production of ozone precursor emissions and the direct, indirect, and cumulative impact both on human health and on vegetation and wildlife habitat, especially habitat for threatened, endangered, and sensitive species.

Particulate matter (PM) is a category of pollutant which includes the respirable particles suspended in the the air. PM is classified into "coarse" particles, PM_{10}, or those under 10 microns in diameter, and "fine" particles, $PM_{2.5}$, or those under 2.5 microns in diameter, and comes from a variety of sources including diesel exhaust, windblown dust from agriculture and construction and motor vehicles. Because the human respiratory system's ability to filter out harmful particles decreases as particles size decreases, the smallest particles lodge deepest in the lungs and are especially dangerous. PM can contain at least 40 toxic chemicals including heavy metals, nitrates, sulfates, and aerosols, as well as soot, soil, and dust. FNSJ-7 (cont'd)

PM is associated with extreme health consequences. PM causes premature death, aggravates asthma, increases coughing, painful breathing, and chronic bronchitis, and decreases lung function. Lung inflammation caused by inhaling PM can also lead to changes in heart rhythm, constriction of blood vessels, blood coagulation, and increased risk of heart attacks. Unlike what is believed about some other air pollutants, there is no "safe" level of PM pollution: even very low levels of PM lead to health impacts. (EWG 2002 at 25). One study found that in Riverside County alone, 353 deaths per year are due to current PM10 levels, and 42,149 asthma attacks per year are due to current PM10 levels. (EWG 2002 at 19). The EIR's failure to address basic information on the link between air quality, health impacts, and impacts to biological resources render it inadequate. This and other information must be analyzed in a revised EIR so that the project's air quality impacts can be analyzed in the full environmental context.

B. THE EIR FAILS TO ADEQUATELY DESCRIBE THE PROJECT AND ENVIRONMENTAL SETTING

The EIR must provide a stable and accurate project description in order to properly inform decision makers and the public, as well as provide a proper basis for analysis of impacts and mitigation to address those impacts. Here the EIR fails to fully disclose and analyze the air quality impacts from diesel emissions. One of the project objectives is to "transition the existing site into a productive use" provided by over 900,000 square feet of industrial warehouse/distribution. (DEIR at 3-4). Presumably much of the transportation and traffic associated with industrial warehouse and distribution facilities will be diesel truck traffic, which poses a much greater threat to human health due to the carcinogenic effects of diesel exhaust and fine particulates associated with diesel emissions. However, the EIR fails to describe what types of vehicles will be accessing the facility, in what volumes, at what frequency, and during what times. The EIR must fully disclose the types of vehicles that will be associated with the Project because those different vehicles pose very different threats and must be analyzed and mitigated in different fashions. FNSJ-8

The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The EIR also fails to adequately describe the environmental baseline of the area affected and regional setting in order to properly inform the CEQA process. CEQA Guidelines § 15125(a) &(c). The Project is located across Fir Street from land that is zoned residential. The diesel trucks will enter and exit the project by using Fir and therefore will significantly impact future residents. Setting the building 250 feet back from these residential uses does not protect them from each and every diesel truck that enters and exit the Project. The direct, indirect and growth inducing impacts of this project have not been thoroughly analyzed – especially for the future residents immediately south of the project. The 2,000,000 sq. foot Highland Fairview Corporate Center/Skechers project and also the proposed 2,000,000 square foot ProLogis are on either side of this project and will also probably use Fir Street. The California Air Resources Board and others confirm that living close to high traffic and the associated emissions may lead to adverse health effects beyond those associated with regional air pollution in urban areas. (CARB 2005). Specifically, these studies found reduced lung function and increased asthma in children within 1,000 feet of heavy traffic. Id. In addition to the respiratory health effects, proximity to freeways increases potential cancer risk. Id. FNSJ-8 (cont'd)

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. The South Coast Air Quality Management District ("SCAQMD") includes in its list of sensitive receptors, residences, schools, playgrounds, childcare centers, convalescent homes, retirement homes, rehabilitation centers, and athletic facilities. Sensitive population groups include children, the elderly, and the acutely and chronically ill, especially those with cardiorespiratory diseases. Residential areas are also considered to be sensitive to air pollution because residents tend to be home for extended periods of time, resulting in sustained exposure to any pollutant present. The Project fails to adequately identify the number and their distance from the 240 daily (24-7) moving diesel trucks related to this project as well as that of ProLogis and Highland Fairview Corporate Center/Skechers.

C. THE EIR FAILS TO ADEQUATELY EXAMINE THE PROJECT'S HEALTH RISKS

The EIR air quality analysis fails to adequately address the Project's effect on the community's health. Although the DEIR acknowledges that proximity to roads is related to adverse health outcomes, including respiratory problems, the document fails to conduct this critical study of demonstrating what the qualitative or quantitative risk is associated to nearby residents as result of the Project. The Project can lead to increased rates of asthma, decreased, lung or cardiac function, and other threats, but there is no analysis of what that means for the regional residents or visitors. As with other important impact analyses it appears that the EIR authors use their failure to gather data as an excuse for their inability to document the Project's impacts. Such an approach violates the fundamental tenets of CEQA. Without this information, it is all but impossible to accurately and effectively gauge the severity and extent of the health', effects that would result from building the proposed Project. Again, the agencies have a duty to "painstakingly ferret out" the Project's impacts. *Envt'l Planning and Information Council of W.* FNSJ-9

El Dorado County v. County of El Dorado (1982) 131 Cal. App. 3d 350,357. It is critically important that the EIR emphasize the cumulative impacts of negative air quality and not simply dismiss those issues without thorough analysis and mitigation. FNSJ-9 (cont'd)

D. THE EIR FAILS TO ADEQUATELY ANALYZE AND IMPOSE MITIGATION MEASURES FOR SIGNIFICANT IMPACTS TO AIR QUALITY

In an attempt to subvert the procedural requirements of CEQA the EIR fails to adopt feasible mitigation measures that would have substantially lessened significant environmental impacts resulting from the Project. To effectuate its overarching purpose of reducing environmental harm, CEQA requires that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen" a Project's significant environmental effects. Pub. Res. Code § 21002; Guidelines 15021. CEQA's substantive mandate is clear, "each public agency shall mitigate or avoid the significant effects on the environment of projects that it caries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b) (emphasis added).. Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). FNSJ-10

There are numerous mitigation measures that could be adopted to reduce the significant air quality impacts associated with this project. Many of the mitigation measures outlined to reduce the significant impacts associated with greenhouse gas emissions can reduce criteria pollutants. Therefore the EIR should fully analyze all greenhouse gas and criteria pollutant mitigation measures in order to reduce the significant impacts to air quality, or describe why those mitigation measures are infeasible.

I. THE EIR MUST ADEQUATELY ADDRESS THE IMPACTS OF GLOBAL WARMING AND CLIMATE CHANGE

The Draft EIR must thoroughly evaluate alternatives and mitigation measures that would reduce the Project's greenhouse gas emissions. Curbing greenhouse gas emissions to limit the effects of climate change is one of the most urgent challenges of our time. Fortunately, the California Environmental Quality Act ("CEQA"), Cal. Pub. Res. Code §§ 21000 et seq., 14 Cal. Code Regs. § 15000 et seq. ("Guidelines"), set forth a clear and mandatory process to address the Project's greenhouse gas and global warming impacts. This letter sets forth how this analysis should be completed. FNSJ-11

A. THE EIR MUST ADDRESS THE IMPACT GLOBAL WARMING WILL HAVE ON THE PROJECT

Unfortunately, the EIR fails to address the impacts of global warming on the Project contrary to the requirements under CEQA. California's temperatures are expected to rise "dramatically" over the course of this century (Cayan 2007). These factors will impact the planned project, as well as exacerbate its own environmental impacts. Global warming will affect California's climate, resulting in such impacts as increased temperatures and wildfires, and FNSJ-12

a reduction in snowpack and precipitation levels and water availability. These factors will impact development under any Moreno Valley General Plan Update, as well as exacerbate its own environmental impacts. Therefore, these factors must be considered in the EIR. *See* Guidelines § 15126.2(a) (an EIR "shall also analyze any significant environmental effects the project might cause by bringing development and people into the area affected.") The EIR must use its best efforts to find out and disclose all it reasonably can about the impacts of climate change on the environment and—most importantly—use that information to form an educated opinion about how to plan and adapt for the impacts of climate change. (California Attorney General 2009). Examples of how global warming will impact development under the Moreno Valley General Plan and intensify the environmental impacts it will already have are discussed below. It is not an exhaustive list.

The rise in temperatures resulting from global warming will create a more conducive environment for air pollution formation (Cayan 2007). This will intensify the adverse effects the proposed project will already have on air quality in the project area and threaten residents' health (Cayan 2007).

Significantly for the state, as well as the project area, is global warming's impact on water supply. The IPCC specifically identified the American West as vulnerable, warning, "Projected warming in the western mountains by the mid-21st century is very likely to cause large decreases in snowpack, earlier snow melt, more winter rain events, increased peak winter flows and flooding, and reduced summer flows" (IPCC 2007b). Recently, researches found that an increase in atmospheric greenhouse gases has contributed to a "coming crisis in water supply for the western United States" (Barnett 2008). Using several climate models and comparing the results, the researches found that "warmer temperatures accompany" decreases in snow pack and precipitation and the timing of runoff, impacting river flow and water levels (Barnett 2008). These researchers concluded with high confidence that up to 60 percent of the "climate related trends of river flow, winter air temperature and snow pack between 1950-1999" are human-induced (Barnett 2008). This, the researchers wrote, is "not good news for those living in the western United States" (Barnett 2008). FNSJ-12 (cont'd)

The California Center on Climate Change has also recognized the problem global warming presents to the state's water supply and predicts that if greenhouse gas emissions continue under the business-as-usual scenario, this snowpack could decline up to 70-90 percent, affecting winter recreation, water supply and natural ecosystems (Cayan 2007). Global warming will affect snowpack and precipitation levels, and California will face significant impacts, as its ecosystems depend upon relatively constant precipitation levels and water resources are already under strain (Cayan 2007). The decrease in snowpack in the Sierra Nevada will lead to a decrease in California's already "over-stretched" water supplies (Cayan 2007). It could also potentially reduce hydropower and lead to the loss of winter recreation (Cayan 2007). All of this means "major changes" in water management and allocation will have to be made (Cayan 2007). Thus, global warming may directly affect the City's ability to supply clean, affordable water to the residents, or force the City to change how it will utilize water, and it may also impact other activities outside the project area, such as agriculture.

Scientists indicate that climate change will also exacerbate the problem of flooding by increasing the frequency and magnitude of large storms, which in turn will cause an increase in the size and frequency of flood events (NRDC 2007). The increasing cost of flood damages and potential loss of life will put more pressure on water managers to provide greater flood protection (NRDC 2007). At the same time, changing climate conditions (decreased snowpack, earlier runoff, larger peak events, etc.) will make predicting and maximizing water supply more difficult (NRDC 2007). These changes in hazard risk and water supply availability must be considered during environmental review.

Water quality, in addition to water quantity and timing, will also be impacted. Changes in precipitation, flow, and temperature associated with climate change will likely exacerbate water quality problems (NRDC 2007). Changes in precipitation affect water quantity, flow rates, and flow timing (Gleick 2000). Shifting weather patterns are also jeopardizing water quality and quantity in many countries, where groundwater systems are overdrawn (Epstein 2005). Decreased flows can exacerbate the effect of temperature increases, raise the concentration of pollutants, increase residence time of pollutants, and heighten salinity levels in arid regions (Schindler 1997). FNSJ-12 (cont'd)

These are only examples of how global warming will impact the proposed project and intensify the environmental impacts the project will already have. It is not an exhaustive list. Thus, when assessing the impact of the Project on air quality, water supply, flood hazards, and biological resources, the EIR must take into account global warming. To ignore the impact of global warming on the Project and the resources impacted by the Project significantly understates the Project's impacts.

B. The EIR's Significance Determination is Flawed

i. The EIR Fails to Properly Frame the Question of the Significance of the Project's Greenhouse Gas Impacts

As the EIR properly recognizes, the greenhouse gas emissions generated by the Project constitute a significant impact. (DEIR at 4.3-110). However, the DEIR improperly limits the consideration of its determination of significance to whether the project would significantly hinder or delay California's ability to meet reduction targets contained in AB 32. While the emission reduction targets set by AB 32 are important, they are only a first interim step toward a longer emission reduction pathway necessary to avoiding dangerous anthropogenic interference (DAI) with the climate system. While Project impacts remain significant, the significance criteria should be revised to recognize California's long term emission targets set by Executive Order S-3-05 and consider the extent to which these reductions are consistent with the emission reduction pathway necessary to avoid DAI. FNSJ-13

The relevant environmental objective with regard to a project's impact on global warming is stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference ("DAI") with the climate system. Framing the objective of a threshold of significance in the context of preventing DAI with the climate system

is consistent with the policy of CEQA. As set forth in Public Resources Code Section 21000(d), "The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached." With regard to climate change, the prevention of DAI is the critical threshold to protect the health and safety of the people of California. The prevention of DAI with the climate is also the objective adopted by the international community. As set forth in the United Nations Framework Convention on Climate Change, to which the United States is a party: "The ultimate objective of this Convention and any related legal instruments that the Conference of the Parties may adopt is to achieve, in accordance with the relevant provisions of the Convention, stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system."[1]

Dangerous anthropogenic interference with the climate system is a defined concept from which a threshold of significance under CEQA can be derived. While environmental impacts from global warming are already being experienced, dangerous anthropogenic interference has typically been defined at temperature increases above 2°C from pre-industrial levels, or a 450 ppm atmospheric concentration of CO_2 eq. (Union of Concerned Scientists 2007). 2050 is the time frame commonly set by scientists in which to achieve the emission reductions necessary for climate stabilization. The emission reduction scenario set by AB 32 and Executive Order S-3-05, whereby emissions are reduced to 1990 levels by 2020 and then to 80% below 1990 levels by 2050, is consistent with a stabilization scenario in the +/- 450 ppm range.[2] FNSJ-13 (cont'd)

However, climate scientists, including NASA's premier climatologist, James Hansen, are increasingly calling for more stringent stabilization targets in order to sufficiently reduce the risk of catastrophic outcomes. The best available scientific evidence now indicates that a 2°C temperature increase from pre-industrial levels is well past the point where severe and irreversible impacts will occur. It is now estimated that a mean global temperature increase of 1.5°C above pre-industrial levels has the potential to trigger irreversible melting of the Greenland ice sheet, a process that would result in an eventual 7m sea level rise over and above that caused by thermal expansion of the oceans, and potentially causing an additional sea level rise of 0.75m as soon as 2100. (Warren 2006 at 95). Specific consequences of a 2°C temperature rise from pre-industrial levels include the loss of 97% of the world's coral reefs and the transformation of 16% of global ecosystems. Approximately one to three billion people would experience an increase in water stress, sea level rise and cyclones would displace millions from the world's coastlines and agricultural yields would fall in the developed world. (Warren 2006). In the Arctic, ecosystem disruption is predicted owing to complete loss of summer sea ice, with only 42% of the tundra remaining stable. This would destroy the Inuit hunting culture and cause the extinction of the polar bear and large losses in global populations of birds. Moreover, because

1 United Nations Framework Convention on Climate Change (UNFCCC), art. 2, May 9, 1992, *available at* http://unfccc.int/essential_background/convention/background/items/1349.php.

2 While the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004).

Arctic ice functions to reflect heat back into the atmosphere, its loss would allow more sunlight to heat the Arctic Ocean and further accelerate the buildup heat and the melting of the Greenland ice sheet. In the Antarctic, key marine mollusks are predicted to become extinct with damaging ramifications for the rest of the Antarctic marine ecosystem. (Warren 2006). As the devastating and irreversible impacts resulting from a 2°C mean global temperature rise are far in excess of any reasonable definition of "dangerous" interference with the climate, a 2°C target is not an acceptable objective for climate policy.

Moreover, equating a particular atmospheric concentration of greenhouse gases with a specific temperature increase involves a significant degree of uncertainty. This is because climate sensitivity – the extent to which temperatures will rise as a result of increasing concentrations of heat-trapping gases – depends on Earth's response to certain physical processes that are not fully understood. (Cayan 2007 at 4). For example, as greenhouse gas emissions cause temperatures to rise, the atmosphere can hold more water vapor, which traps heat and raises temperatures further – a positive feedback. Clouds created by this water vapor could absorb and re-radiate outgoing infrared radiation from Earth's surface (another positive feedback) or reflect more incoming shortwave radiation from the sun before it reaches Earth's surface (a negative feedback). (Cayan 2007). Thus, due to uncertainty in climate sensitivity, scientists estimate that the mean probability of exceeding 2°C where stabilizing greenhouse gases at a CO_2eq level of 450 ppm is 54% with a 30% probability that global average temperature would rise more than 3°C. (Cayan 2007; Union of Concerned Scientists 2007). This is effectively the equivalent of flipping a coin in the hopes that our children and grandchildren will not be confronted with the displacement of millions of people due to sea level rise, irreversible loss of entire ecosystems, and the triggering of multiple climatic "tipping points" wherein climate change begins to feed on itself and spin rapidly out of control. FNSJ-13 (cont'd)

As noted by the Attorney General in a recent guidance on the treatment of climate change in general plans, "the targets set by AB 32 and Executive Order S-3-05 can inform the CEQA analysis." (California Attorney General 2009 at 4). However, while the emission reduction targets embodied in AB 32 and Executive Order S-3-05 can inform a determination of significance thresholds, this is because they reflect scientific data on needed emissions reductions. *See* Guidelines § 15064(b) ("[t]he determination of whether a project may have a significant effect on the environment calls for careful judgment … based to the extent possible on scientific and factual data."). Under CEQA, regulatory standards can serve as proxies for significance only to the extent that they accurately reflect the level at which an impact can be said to be less than significant. *See, e.g., Protect the Historic Amador Waterways v. Amador Water Agency*, 116 Cal. App. 4th 1099, 1109 (2004). Thus, to properly address the question of the significance of Project impacts, the EIR should set forth the environmental objective of stabilization of greenhouse gas concentrations in the atmosphere at a level that would prevent DAI with the climate system, discuss California's emission reduction targets and the extent to which these targets are sufficient to meet avoid DAI. In this manner, the EIR will set forth the issues related to the significance of Project impacts in a manner that accurately informs decision makers and the public.

ii. To Properly Evaluate Significance and Fulfill Its Informational Mandate, the EIR Must Compare Project Emissions with Emission Reduction Targets Set by AB 32 and Executive Order S-3-05

Although the EIR asserts that the Project would interfere with the goals of AB 32, the EIR fails to provide any data on Project emissions as compared with 1990 levels. Accordingly, it is impossible to analyze the extent to which the Project exceeds AB 32 emission reduction mandates. The EIR must be revised to provide this data.

FNSJ-14

Moreover, in a failure to adequately describe the Project, the EIR fails to note the year for which the Project envisions build-out. Should the next Moreno Valley General Plan update contemplate growth past 2020, its significance analysis should evaluate the extent to which the Project complies with Executive Order targets. While the trajectory of reductions under Executive Order S-3-05 has not been definitely established, the EIR should make an appropriate assumption, such as a linear decrease to 2050 to determine significance criteria for the undisclosed year of build-out. Thus, if Moreno Valley's General Plan is intended to accommodate growth until 2030, then the EIR could compare Project emissions with emissions approximately 27% below 1990 levels.

C. THE EIR MUST ANALYZE AND ADOPT ALL FEASIBLE MITIGATION MEASURES TO REDUCE THE PROJECT'S GREENHOUSE GAS EMISSIONS

In addition to thoroughly evaluating project alternatives, because it is clear that the project's greenhouse gas emissions will cumulatively contribute to global warming, "the EIR must propose and describe mitigation measures that will minimize the significant environmental effects that the EIR has identified." *Napa Citizens for Honest Gov't v. Napa County Bd. of Supervisors*, 91 Cal.App.4th 342, 360 (2001). CEQA requires that agencies "mitigate or avoid the significant effects on the environment of projects that it carries out or approves whenever it is feasible to do so." Pub. Res. Code § 21002.1(b). Mitigation of a project's significant impacts is one of the "most important" functions of CEQA. *Sierra Club v. Gilroy City Council*, 222 Cal.App.3d 30, 41 (1990). Therefore, it is the "policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures which will avoid or substantially lessen the significant environmental effects of such projects." Pub. Res. Code § 21002. Importantly, mitigation measures must be "fully enforceable through permit conditions, agreements, or other measures" so "that feasible mitigation measures will actually be implemented as a condition of development." *Federation of Hillside & Canyon Ass'ns v. City of Los Angeles*, 83 Cal.App.4th 1252, 1261 (2000).

FNSJ-15

There are any number of feasible measures that can be incorporated into a Climate Action Plan to reduce vehicle miles traveled, energy use, waste, water consumption and other sources of emissions. The California Air Pollution Control Officer's Association (CAPCOA) White Paper on CEQA and Climate Change identifies existing and potential mitigation measures that could be applied to projects during the CEQA process to reduce a project's GHG emissions. (CAPCOA 2008 at Appendix B). The California Office of the Attorney General also has developed a list of reduction mechanisms to be incorporated through the CEQA process. (California Office of the

Attorney General 2008b). These resources provide a rich and varied array of mitigation measures to be incorporated in both the programmatic and project level. Furthermore, substantial federal funding is available to implement these projects so that implementation of greenhouse gas mitigation measures is economically feasible.3 Because CEQA requires the adoption of all feasible mitigation measures to reduce significant impacts like climate change the Project must adopt all feasible mitigation measures to reduce GHGs or provide substantial evidence as to why the mitigation measures are infeasible. Pub. Res. Code § 21081(a)(3). FNSJ-15 (cont'd)

i. Land Use Measures Reducing Traffic Flow

The development plan for the proposed project should incorporate public transit into the project design and should attempt to facilitate the use of public transit. (California Office of the Attorney General 2008). Significant effort needs to be shown as to how carpooling will be instituted and alternative fueled cars will be encouraged with special onsite parking location/electrical plug-ins. Will there be on-site eating facilities with food in order to limit driving off site? FNSJ-16

ii. Land Use and Energy

The EIR should consider mitigation measures that will ensure the Project will use energy efficiently and conservatively. In doing so, it should analyze incorporating "green building" in the development. Green buildings are those buildings that lower energy consumption, use renewable energy, conserve water, harness natural light and ventilation, use environmentally friendly materials and minimize waste (Commission for Environmental Cooperation 2008).

Buildings create environmental impacts throughout their lifecycle, from the construction phase to their actual use to their eventual destruction (Commission for Environmental Cooperation 2008). In the United States, buildings account for 40 percent of total energy use, 68 percent of total electricity consumption, and 60 percent of total non-industrial waste (Commission for Environmental Cooperation 2008). Buildings also significantly contribute to the release of greenhouse gases. In the U.S. they account for 38 percent of total carbon dioxide emissions (Commission for Environmental Cooperation 2008). More specifically, residential buildings cause up to 1,210 megatons of carbon dioxide, while commercial building create approximately 1,020 megatons (Commission for Environmental Cooperation 2008). This is because buildings require a lot of energy for their day to day operations. Most of the coal-fired power plants – one of the biggest sources of greenhouse gas emissions – slated for development in the United States will supply buildings with the energy they need. In fact, 76 percent of the energy these plants produce will go to operating buildings in the U.S. (Commission for Environmental Cooperation 2008). FNSJ-17

3 Energy Efficiency and Conservation Block Grants are offered by the U.S. Department of Energy to municipalities in order to meet the following purposes: reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities; reduce the total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors. (US DOE 2009). See http://www.eecbg.energy.gov/

Using green building techniques, however, can substantially reduce buildings' influence in increasing greenhouse gas emissions. Green buildings help reduce the amount of energy used to light, heat, cool and operate buildings and substitute carbon-based energy sources with alternatives that do not result in greenhouse gas emissions (Commission for Environmental Cooperation 2008). Currently green buildings can reduce energy by 30 percent or more and carbon emissions by 35 percent. (Commission for Environmental Cooperation 2008). The technologies available for green building are already in wide-use and include "passive solar design, high-efficiency lighting and appliances, highly efficient ventilation and cooling systems, solar water heaters, insulation materials and techniques, high-reflectivity building materials and multiple glazing (IPCC 2007c). Additionally, the U.S. Green Building Council (USGBC), a private, nonprofit corporation, has established a nationwide green building rating system, called Leadership in Energy and Environmental Design ("LEED"). The LEED standard supports and certifies successful green building design, construction and operations. It is one of the most widely used and recognized systems, and to obtain LEED certification from the USGBC, project architects must verify in writing that design elements meet established LEED goals. We expect the project's minimum LEED certification to be Silver. And the EIR needs to explain why this would not be your goal. FNSJ-17 (cont'd)

Specific mitigation for the greenhouse gas emissions generated by the Project's energy consumption include, but are not limited to:

- Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.
- Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.;
- Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.
- Reducing the use of pavement and impermeable surfaces;
- Requiring water re-use systems;
- Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting FNSJ-18
- Limiting the hours of operation of outdoor lighting
- Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees;
- Ensure that the Project is fully served by full recycling and composting services;
- Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.
- Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible;
- Installing solar water heating systems to generate all of the Project's hot water requirements;
- Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging

stations to reduce emissions from vehicle trips. FNSJ-18 (cont'd)

iii. Mitigation Related to Project Construction

- Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials;
- Minimize, reuse, and recycle construction-related waste; FNSJ-19
- Minimize grading, earth-moving, and other energy-intensive construction practices;
- Landscape to preserve natural vegetation and maintain watershed integrity;
- Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.

iv. Transportation Mitigation Measures

- Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles;
- Create a car sharing program within the planned community;
- Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system; FNSJ-20
- Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations;
- Provide a shuttle service to public transit within and beyond the planned community;
- Incorporate bicycle lanes and routes into the planned community's street systems.

v. Carbon Offsets

After all measures have been implemented to reduce emissions in the first instance, remaining emissions that cannot be eliminated may be mitigated through offsets. Preference should be given to offset mitigation measures in that are in close proximity to the project. (SCAQMD 2008). In other words project applicants should prioritize first on mitigation onsite, then on mitigation in the neighborhood or air district, next in state, then finally out of state. (SQAQMD 2008). Care should be taken to ensure that offsets purchased are real (additional), permanent, and verified, and all aspects of the offsets should be discussed in the EIR. As demonstrated by the Office of the Attorney General and SCAQMD offsets are a feasible CEQA mitigation measures[4] once all feasible mitigation measures have been adopted to reduce the Project's carbon footprint and produce energy using renewable sources. (SCAQMD 2008). FNSJ-21

4 The California Attorney General's Office has adopted CEQA settlements calling for the auditing, reduction, and offsetting of greenhouse gas emissions related with a Project demonstrating that offsets are a feasible way to reduce a Project's negative environmental effects on global warming. See http://ag.ca.gov/newsalerts/release.php?id=1466&category=global%20warming See generally http://ag.ca.gov/globalwarming/ceqa.php

II. THE EIR MUST CONSIDER A REASONABLE RANGE OF ALTERNATIVES

The EIR failed to consider a meaningful analysis of reasonable alternatives to the Project in order to lessen or avoid the Project's significant impacts. CEQA mandates that significant environmental damage be avoided or substantially lessened where feasible. Pub. Res. Code § 21002; Guidelines §§ 15002(a)(3), 15021(a)(2), 15126(d). A rigorous analysis of reasonable alternatives to the project must be provided to comply with this strict mandate. "Without meaningful analysis of alternatives in the EIR, neither courts nor the public can fulfill their proper roles in the CEQA process." *Laurel Heights Improvement Ass'n v. Regents of University of California*, 47 Cal.3d 376, 404 (1988). Moreover, "[a] potential alternative should not be excluded from consideration merely because it 'would impede to some degree the attainment of the project objectives, or would be more costly" even when that alternative includes Project development on an alternative site. *Save Round Valley Alliance v. County of Inyo*, 157 Cal. App. 4th 1437, 1456-57 (2007) (quotations omitted).

In analyzing the no-project alternative, the EIR must discuss the need for this project and whether the uses that would potentially utilize the Project can be accommodated in existing areas. As CAPCOA states in its white paper, one way local governments can avoid significant increases in greenhouse gas emissions and help solve the problem of global warming is to "facilitate more efficient and economic use of the lands" already developed within the community (CAPCOA 2008). Reinvesting in existing communities is "appreciably" more efficient than new development and may even result in a net reduction of greenhouse gases (CAPCOA 2008). The EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands in order to support the reduction of vehicle trips, promote alternatives to individual vehicle travel, and encourage efficient delivery of services and goods (Office of the California Attorney General 2008). The Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty. FNSJ-22

An analysis of alternatives should also quantify the estimated greenhouse gas emissions, quantified impacts to biological resources, water resources including water quality and water availability, and traffic resulting from each proposed alternative.

Biological Resources: To a great extent the Draft EIR avoids an actual on the ground biological resource impact assessment. Instead the Draft EIR makes the claim that the cumulative wildlife resource impacts of this project will be mitigated by the payment of the Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP) mitigation fee and the Multi-Species Habitat Conservation Plan (MSHCP) mitigation fee. It is important to recognize neither the SKRHCP nor the MSHCP exempts this project from full compliance with the requirements of CEQA. The Draft EIR does not indicate the amount of the SKRHCP mitigation fee or the amount of the MSHCP mitigation fee the project proponent will pay in order to reduce the cumulative wildlife resource impacts of this project to a less than significant level. Nor does the document indicate the mitigation fee amounts the City has collected thus far for SKRHCP and MSHCP wildlife mitigation and to FNSJ-23

what extent those fees have been used to mitigate cumulative wildlife resource impacts from previously approved projects within the jurisdiction. A lead agency, in this case the City of Moreno Valley, must provide supporting facts and provide analysis to support its conclusion that the payment of SKRHCP and MSHCP mitigation fees will render the project cumulative wildlife resource impacts to less than significant. Absent this analysis, the cumulative wildlife resource impacts this project will incur must be viewed as cumulatively considerable. FNSJ-23 (cont'd)

Thank you for the opportunity to comment on the Draft EIR for this project. The Friends would like to be informed of all documents, meetings and public hearings related to this project. Please provide us with a copy of the final EIR and other pertinent documents related to this project. Please contact us at our mailing address which is listed on the first page of this letter. FNSJ-24

Sincerely

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FNSJ-25 (cont'd)

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FNSJ-25 (cont'd)

MV00116083

FRIENDS OF NORTHERN SAN JACINTO VALLEY

Letter Dated December 6, 2010

Response FNSJ-1

The commentor's opinions in regard to the "quality of the environmental document" will be forwarded to decision-makers for their consideration. The Draft EIR has been prepared to identify the environmental impacts that could result from Project implementation and, where feasible, provides mitigation measures to substantially lessen or avoid the significant effects on the environment. The City of Moreno Valley, the Lead Agency for this Project, is required to consider the Project in its entirety before determining whether to approve the adoption of overriding considerations. As noted in *CEQA Guidelines* § 15093:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The commentor concludes by correctly noting the Draft EIR's finding that the Westridge Commerce Center Project will result in certain significant and unavoidable impacts in regard to scenic vistas and air quality, but erroneously includes agriculture and global climate change in its summary of Project-related impacts. Specific topical concerns are addressed in the following Responses FNSJ-2 through FNSJ-5.

Response FNSJ-2

As discussed in the Draft EIR (Page 4.9-11), "[n]otwithstanding the proposed depressed building pad area, as illustrated in Figures 4.9-4 through 4.9-8, the Project will nonetheless interrupt the expansive views of open space and mountains from SR-60, Redlands Boulevard, Fir (future Eucalyptus) Avenue, and other areas surrounding the Project site. The building will be visible from higher elevations to the north, east, and south, and the rooftop of the building may be visible at a distance from higher elevations." This "interruption" of scenic views has been identified in the Draft EIR (Page 4.9-19 *et al.*) as an individually and cumulatively significant Project impact.

As further noted on Draft EIR Page 4.9-11, "[t]he Project's intent is to create a regional-serving warehouse/logistics facility. In order to minimize the viewshed impacts of the Project, the building height or overall scale would need to be substantially reduced. Reducing the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." A tenable high-cube warehouse design with a 25-foot building height (estimated internal clear height of 15-20 feet) such as offered by the commentor, does not exist, and is contrary to the very term "high cube." The high-cube warehouse building height concept defines the viability of its internal operations,

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which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint. The suggested 25-foot high building offered by the commentor is untenable and infeasible.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives, including alternative sites. The text on Draft EIR Pages 5-37 through 5-44 provides the basis upon which each of the considered alternative sites was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-3

As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. Despite the commentor's assertions that the Draft EIR "dismisses mitigation measures included in the City's General Plan," the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning

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area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required. The commentor's opinions to the contrary will be forwarded to decision-makers for their review. The results and conclusions of the Draft EIR are not affected.

Response FNSJ-4

The Draft EIR acknowledges the Project's potential impacts in regard to long-term operational exceedance of SCAQMD standards for the emission of the criteria pollutants VOC (volatile organic compounds) and NOx (oxides of nitrogen). Despite the commentor's assertions to the contrary, the Draft EIR addresses the Project's potential to result in health risks relative to diesel emission exposure on Pages 4.3-79 through 4.3-86. As discussed at Draft EIR Page 4.3-84, with implementation of Mitigation Measure 4.3-10, which would be implemented to control on-site idling, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant. It may be noted that Mitigation Measure 4.3.5, as discussed in the Draft EIR (Page 4.3-62 *et al.*), specifically requires Project contractor(s) to ensure that all off-road heavy-duty construction equipment utilized during construction activity shall be CARB Tier 2 Certified or better. Additional mitigation is proposed within this Final EIR addressing operational and construction-source emissions (please refer to revised mitigation presented within the EIR Mitigation Monitoring Program, Final EIR Section 4.0. The commentor erroneously contends that "Since Highland Fairview Corporate Center Skechers project has been able to have 80 % of all off-road heavy-duty construction equipment utilized during construction activity certified as CARB Tier III or better, your project and analysis must do at least as well."

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There is no requirement that the Project implement a given mitigation measure simply because it was applied elsewhere. Such an approach discounts appropriate nexus between impacts and mitigation.

Response FNSJ-5

The commentor misrepresents and misstates the findings of the Draft EIR with regard to the potential significance of the Project's GHG emissions impacts and the Project's potential GCC impacts.

In the Draft EIR's analysis of cumulative impacts (Page 5-13 to 5-14), it is specifically noted that "[i]n regard to the emission of greenhouse gases, the Project's Climate Change Analysis indicated that with the implementation of all Project design features and mitigation measures, greenhouse gas emissions would be reduced, and that the Project is consistent with state strategies to reduce greenhouse gases, including the California Air Resources Board (CARB) Scoping Plan's recommended measures, and the greenhouse gas emission reduction strategies set forth in the 2006 Climate Action Team (CAT) report.

Therefore, the Project would not hinder or delay implementation of AB 32. On this basis, the Project's individual and cumulative impact on climate change is less-than-significant. With specific regard to a cumulative-level analysis of GCC impacts, it is acknowledged that climate change is a global issue and the contribution of each greenhouse gas generated by the Project may have a cumulative effect. As noted in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." Moreover, the EIR qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

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The commentor cites various GHG/GCC mitigation schemes, none of which are required in this case since the Project's GHG/GCC individual and cumulative impacts are less-than-significant. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-6

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's air quality analysis. Detailed analysis of the Project's potential air quality impacts are presented at EIR Section 4.3, "Air Quality." Supporting technical studies [*Westridge Commerce Center Air Quality Impact Analysis, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; *Westridge Commerce Center Health Risk Assessment, City of Moreno Valley, California* (Urban Crossroads, Inc.), February 3, 2010; and *Westridge Commerce Center Climate Change Analysis, City of Moreno Valley*, California (Urban Crossroads, Inc.), February 3, 2010] specifically. The cited analyses address the direct, indirect ,and cumulative impacts of the Project..

As detailed in the following responses FNSJ-7 through FNSJ-21, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative air quality impacts, including potential impacts related to global climate change, have been proposed within the Draft EIR. Appropriate mitigation measures have been carried forward into the Mitigation Monitoring Program included at Section 4.0 within this Final EIR. For each proposed mitigation measure, the MMP identifies: mitigation timing, the responsible mitigation implementation entity, the responsible mitigation monitoring/reporting entity, and mitigation monitoring/reporting frequency. In combination, these provision act to ensure mitigation enforceability.

Response FNSJ-7

The Draft EIR describes, at considerable length (Pages 4.3-4 through 4.3-10), the criteria air pollutants referenced by the commentor, including the possible health effects that have led to the monitoring and control of these pollutants as part of the environmental

review process. With specific regard to commentor-expressed ozone concerns, the Lead Agency has adopted SCAQMD regional thresholds for the ozone precursors NOx and VOC. These thresholds are based on the highest level of permitted emissions, and exceedance of these thresholds indicates that mitigation measures should be applied, not that specific health or other environmental damage would occur. The Project applies all feasible mitigation measures to reduce potentially significant Project-related ozone precursor emissions (NOx and VOCs). Significant NOx and VOC impacts resulting from the Project (regional threshold exceedances) are summarized at DEIR Page 1-17, 1-18. The Project will not exceed applicable localized significance thresholds for NO_2 (DEIR at Page 4.3-61 et al.). The AQMD has not established localized significance thresholds for VOC emissions.

Project NOx and VOC emissions are predominantly generated by mobile sources beyond control of the Lead Agency and/or the Applicant [approximately 99.9 percent of Project NOx emissions (by weight) are from vehicles; approximately 92.5 percent of Project VOC emissions (by weight) are from vehicles). Even after compliance with SCAQMD rules and regulations, and the application of EIR mitigation measures, operational pollutant emissions would exceed applicable SCAQMD regional emission thresholds for VOC and NOx. These impacts are therefore considered to be individually significant. It is noted however, that the Project land use and proposed development are consistent with development and associated air pollutant emissions impacts reflected in and anticipated by the applicable Air Quality Management Plan (AQMP).].

The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the federal and/or state ambient air quality standards. Collectively, these are referred to as localized significance thresholds (LSTs). The additional potential secondary effects of ozone to plants and habitat cited by the commentor are noted. There is no demonstrable evidence or support indicating that the Project would cause or substantively contribute to adverse effects to plants or habitat, and to conclude otherwise is speculative.

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Lastly, it is noted that the Project is consistent with the applicable Air Quality Management Plan (see EIR at Pages 4.3-49 through 4.3-53) indicating that it would not interfere with projected downward-trending ozone levels within the SCAQMD.[5]

The commentor also provides information regarding $PM_{10}/PM_{2.5}$ characteristics. Applicable $PM_{10}/PM_{2.5}$ thresholds are established by the SCAQMD. Potential effects of Project-related temporary localized construction-source $PM_{10}/PM_{2.5}$ emissions impacts are discussed and disclosed in the EIR:

> For modeling purposes, receptors were conservatively placed at a distance of 25 meters (approximately 82 feet) from the site, which is the most conservative distance recommended for use by the SCAQMD. As previously discussed, even with application of all feasible mitigation measures, localized PM_{10} and $PM_{2.5}$ construction-source emissions will exceed applicable LSTs. More specifically, during construction activity (after mitigation), PM_{10} emissions concentrations will exceed applicable LSTs at receptors located 71 meters (approximately 233 feet) or nearer, and $PM_{2.5}$ emissions concentrations will exceed applicable LSTs at receptors located 35 meters (approximately 115 feet) or nearer.
>
> These LST exceedances represent a potentially significant impact to sensitive receptors in the Project vicinity for short-term construction activity. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely

[5]*Summary Of The Ozone Air Quality Forum and Technical Roundtable*(Frederick W. Lurmann Sonoma Technology, Inc. for the South Coast Air Quality Management District) January 2007, Pages 2-5, 2-6.

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> undeveloped. All other study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter.
>
> It is noted that these exceedances would occur temporarily and intermittently during site preparation and grading processes, and would not substantively affect any receptors at greater distances from the emissions source. Moreover, in that construction emissions are short-term and intermittent, they will not result in any chronic or long-term impacts (Draft EIR, Page 4.3-75).

The Project will not result in or cause long-term exceedance of applicable SCAQMD localized and/or regional thresholds $PM_{10}/PM_{2.5}$ emissions.

The commentor's opinions and statements will be forwarded to decision-makers for their review. Results and conclusions of the Draft EIR are not affected.

Response FNSJ-8

The commentor expresses concern about emissions from diesel trucks associated with the Project. A Health Risk Assessment (HRA) of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The HRA was prepared in accordance with the document *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (SCAQMD 2003). The HRA is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety at Appendix C to the Draft EIR.

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Contrary to the commentor's assertions otherwise, diesel and DPM emissions impacts are specifically evaluated and addressed in the DEIR (See DEIR at Pages 4.3-79 through 4.3-86, and the Project Health Risk Assessment (HRA) included at DEIR Appendix C.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).
[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

As indicated in this summary of the Project's trip generation, approximately 75 percent of the Project's daily trips, on average, will be attributable to trucks. As noted at Draft EIR Page 4.3-79, the Project Air Quality analysis assumed, in order to ensure a conservative analysis, that all trucks associated with the Project will be diesel-powered.

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In that vehicle class and type directly affect DPM emissions, the Project HRA (please refer to DEIR Appendix C, Table 1, Project Truck Trips) also explicitly defines anticipated daily truck trips (by type) entering/exiting the Project site, as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

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Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [6]

Contrary to commentor assertions otherwise, baseline (setting) information is provided throughout the EIR. For example, general air quality setting information is presented at EIR Pages 4.3-10 through 4.3-16. Additional applicable specific baseline/setting information is also presented where it is beneficial to related discussions, e.g., the GCC Regulatory Setting is introduced at EIR Page 4.3-24 within the context of GCC/GHG considerations.

The commentor requests analysis of mobile-source DPM emissions for transient vehicles traveling along area roadways. With regard to air quality impacts generated by Project traffic along area roads, regionally significant NOx emissions impacts would result as disclosed in the EIR and discussed here. However, no locally significant operational air quality impacts would result from the Project. In this latter regard, the

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6 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution, Appendix D, Page D-3).

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Project Operational Localized Significance Threshold (LST) analysis considers potential worst case exposure by evaluating criteria pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by stationary sources. As discussed in the Draft EIR, these emissions concentrations would not exceed applicable LST thresholds.

Draft EIR Table 4.3-12 (Page 4.3-69) presents the results of the Project operational LST analysis, indicating unmitigated conditions. As shown, results of the analysis indicate that long-term operational emissions will not exceed localized emissions thresholds established by the SCAQMD. Other operational mitigation measures presented in the EIR would act to further reduce already less-than-significant potential operational LST impacts.

Similarly, consistent with SCAQMD protocols and methodologies, the Project Health Risk Assessment considers maximum probable exposure to DPM concentrations, resulting from the entering, exiting and idling diesel vehicles within the Project site. Moreover, the analysis reflects long-term constant exposure (70 year, 24 hours per day) for residential receptors. With application of mitigation, even under this potential maximum exposure scenario, exposure to DPM concentrations would not exceed applicable SCAQMD thresholds (please refer to Draft EIR Table 4.3-17, Page 4.3-86).

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to

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TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [7]

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7 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

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Response FNSJ-9

Despite the commentor's assertion to the contrary, the Project has addressed the Project's potential to expose sensitive receptors to substantial pollutant concentrations. The analysis included in the Draft EIR (Pages 4.3-73 to 4.3-86) addresses (1) the potential effects of construction-source emissions at sensitive receptors; (2) potential carbon monoxide (CO) hotspots; and (3) the health risks of diesel particulate emissions. A Health Risk Assessment was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed above, Project and cumulative diesel emissions impacts are less-than-significant. Project impacts in regard to CO "hotspots" are similarly determined less-than-significant; while temporary construction-source emissions are acknowledged as significant. Please refer also to DEIR Section 4.3, Air Quality and supporting technical air quality studies presented at DEIR Appendix C.

Response FNSJ-10

As discussed in the following responses FNSJ-15, FNSJ-16, and FNSJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

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Response FNSJ-11

The referenced citations are acknowledged and addressed at Response FNSJ-12. Additionally, it is noted that the Project's GHG emissions impacts (as presented at Draft EIR Page 4.3-90) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-12

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. It is also noted that CEQA directives allow for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the *Guidelines*. The EIR analysis of GHG emissions/GCC impacts (DEIR Pages 4.3-90 through 4.3-11; DEIR Appendix C, Project Climate Change Analysis) is consistent with Section 15064.4 of the *Guidelines*.

Response FNSJ-13

The commentor misinterprets analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the EIR analysis concludes that *greenhouse gas emissions generated by the Project constitute a significant impact.*

Such is not the case, as evidenced in germane excerpted GCC discussions presented below:

> **1.4 Summary of Findings**
>
> Results of the analysis indicate that the Project would generate GHG emissions that *may* [emphasis added] have a significant impact on the environment. However, the Project is consistent with, or otherwise not in conflict with (1) recommended measures and actions in the California Air Resources Board (CARB) December 2008 Scoping Plan (CARB Scoping Plan) setting forth strategies and measures to implement in order to achieve the GHG reductions goals set forth in the Global Warming Solutions Act of 2006 (AB 32); and (2) the GHG emission reduction strategies set forth in the 2006 Climate Action Team

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(CAT) Report, prepared in response to Executive Order S-3-05, which established total GHG emission targets for the State.

As such, the Project GHG emissions are not cumulatively considerable. Further, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. This analysis takes no credit for such GHG emissions reductions. Thus, this analysis conservatively estimates the overall Project impacts on climate change from GHG emissions and the actual impacts will be less than what is calculated herein (Westridge Commerce Center Climate Change Analysis, Pages 1-2).

To further clarify, germane suggested CEQA Guidelines topical questions include:

Would the project:
a) Generate greenhouse gas emissions, either directly or indirectly, that *may* [emphasis added] have a significant impact on the environment?

Language in the Project GCC study paraphrases and responds the Guidelines language. As also discussed in the Project GCC Study, it is likely that any GHG emissions reductions achieved locally and within the State will be offset by emissions increases in developing countries such as Brazil, Russia, India and China and that significant effects of climate change, such as global warming and sea level rise, will nevertheless occur due to the continuing effects of past and existing levels of emissions. In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts [beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see Climate Change Analysis, Page 42).

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The commentor suggests alternative analysis/threshold considerations for evaluation of GCC/GHG impacts. Thresholds established in the Draft EIR are consistent with applicable provision of CEQA.

> **Findings and Recommendations**
>
> As indicated in Section 15064(b) of the CEQA Guidelines, the determination of significance of greenhouse gases is not "ironclad;" rather, the "determination of whether a project may have a significant effect on the environment calls for careful judgment" by the City "based to the extent possible on scientific and factual data." The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less-than-significant (Draft EIR, Pages 4.3-93, 4.3-94).

Additionally, mitigation measures are required for the Project that would further reduce GHG emissions associated with the Project beyond what is calculated herein. The Draft EIR's analysis takes no credit for such GHG emissions reductions. Thus, the Draft EIR's analysis conservatively estimates the overall Project impacts on climate change from GHG emissions, and the actual impacts will be less than what is calculated in the Draft EIR and associated Westridge Commerce Center Climate Change Analysis, included as part of Draft EIR Appendix C.

<u>Response FNSJ-14</u>

Despite the commentor's statement to the contrary, the Draft EIR does not "assert that the Project would interfere with the goals of AB-32." On the contrary, the Draft EIR notes (on Page 4.3-95) that "[t]he Project's consistency with the AB 32 goals for reducing GHG emissions is assessed by determining whether the Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change

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Scoping Plan which includes nine Early Action Measures (qualitative approach). In addition, the analysis considers the numeric level of emissions generated by the Project to determine whether the emissions are cumulatively significant (quantitative approach)." Following a detailed presentation of the assessment criteria and analysis of the Project's consistency with these criteria, the Draft EIR finds (on Page 4.3-109) that "a project that is consistent with CAT strategies is consistent with the strategies suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32, and therefore the Project will result in a less-than-significant cumulative impact on GCC."

In regard to the Project's "build-out" year, as discussed in the Draft EIR Project Description (Page 3-4), "construction is proposed to occur in one phase, with infrastructure and building construction following site preparation operations." As such, the Project would be effectively "built out" in its opening year, which is identified as 2011, as discussed at Draft EIR Page 4.2-15.

Response FNSJ-15

As discussed in the following Responses FNSJ-16 and FSNJ-18 through FNSJ-20, additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are reduced to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. It is also noted that air quality mitigation measures presented in the EIR will peripherally act to reduce GHG emissions. However, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

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Response FNSJ-16

The commentor suggests that the Project should incorporate provisions for public transit, carpooling, and other measures as a means of reducing VMT and associated GHG emissions.

Mitigation Measure 4.3.13 has been revised, as indicated below, to include additional VMT/GHG emission reduction measures. For ease of reference, the text of this measure in its entirety is provided. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant. Added measures are indicated as ***underline bold italicized*** font.

4.3.13 GHG emissions reductions measures shall also include the following:

- *The Project shall provide secure, weather-protected on-site bicycle storage/parking. Bicycle storage parking/quantity and location shall be consistent with City of Moreno Valley requirements;*
- *The Project shall provide pedestrian and bicycle connections to surrounding areas, consistent with provisions of the City of Moreno Valley General Plan. Location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan;*
- ***The Project shall provide onsite showers (one for males and one for females). Lockers for employees shall be provided.***
- *Any traffic signals installed as part of the Project will utilize light emitting diodes (LEDs);*
- *The Project will establish a Transportation Management Association (TMA). The TMA will coordinate with other TMAs within the City to encourage and coordinate carpooling among building occupants. The TMA will advertise its*

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services to building occupants, and offer transit and/or other incentives to reduce GHG emissions. Additionally, a shuttle will be provided during any one hour period where more than 20 employees or construction workers utilize public transit. A plan will be submitted by the TMA to the City within two months of Project completion that outlines the measures implemented by the TMA, as well as contact information;

- *The Project shall provide preferential parking for carpools and vanpool. Locations and configurations of proposed preferential parking for carpools and vanpools are subject to review and approval by the City. Prior to Final Site Plan approval, preferential parking for carpools and vanpools shall be delineated on the Project Site Plan;*
- *The Project shall provide at least two electric vehicle charging stations. Locations and configurations of proposed charging stations are subject to review and approval by the City. Prior to issuance of the first building permit, stub outs for charging stations shall be indicated on the Project building plans.*
- ***Lease/purchase documents shall identify that tenants are encouraged to provide incentives to realize the following:***
  - ***Implementation of compressed workweek schedules;***
  - ***SmartWay partnership;***
  - ***Achievement of at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidated trips carried by SmartWay carriers until it reaches a minimum of 90 %of all long haul trips carried by SmartWay 1.0 or greater carriers.***
  - ***Achievement of at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers.***

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- ***Use of fleet vehicles conforming to 2010 air quality standards or better.***
- ***Installation of catalytic converters on gasoline-powered equipment.***
- ***Inclusion of electric powered and/or compressed natural gas fueled trucks and/or vehicles in fleets;***
- ***Establishment and use of carpool/vanpool programs, complemented by parking fees for single-occupancy vehicles;***
- ***Provision of preferential parking for EV and CNG vehicles;***
- ***Use of electrical equipment (instead of gasoline-powered equipment) for landscape maintenance;***
- ***Use of electric (instead of diesel or gasoline-powered) yard trucks; and***
- ***Use of SmartWay 1.25 rated trucks.***

Response FNSJ-17

As discussed on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may

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be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response FNSJ-18

The commentor proposes numerous additional measures (presented in the following Table) as means to reduce Project-related greenhouse gas emissions relative to energy consumption. While the suggested measures may in part act to generally reduce Project energy consumption, none of the measures are required in order to achieve the mitigation of impacts identified in the Draft EIR. That is, since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed

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measures and their implied environmental benefit vis-à-vis Project impacts. Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation.

Additionally, in some instances, the commentor proposes measures that would further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may impose these additional requirements; typically through Project Conditions of Approval.

Suggested Measure	Response
Analyzing and incorporating the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) or comparable standards for energy- and resource-efficient building during pre-design, design, construction, operations and management.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 3-16), the Westridge Commerce Center Project reflects design and operational criteria established under the LEED Green Building Rating System.
Designing buildings for passive heating and cooling, and natural light, including building orientation, proper orientation and placement of windows, overhangs, skylights, etc.	
Designing buildings for maximum energy efficiency including the maximum possible insulation, use of compact florescent or other low-energy lighting, use of energy efficient appliances, etc.	
Reducing the use of pavement and impermeable surfaces.	**Replicates existing requirements.** As noted in the Draft EIR (Page 4.6-13), onsite bio-retention and detention basins, along with selected areas of pervious concrete and perimeter landscape areas are provided throughout the Project site. Additional detail is included in Draft EIR Appendix F, "Water Quality Management Plan."

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Suggested Measure	Response
Requiring water re-use systems.	**Replicates existing requirements.** The Project is reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Nonetheless, as noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."
Installing light emitting diodes (LEDs) for traffic, street and other outdoor lighting.	**Replicates existing requirements.** Use of LEDs is currently required pursuant to EIR Mitigation Measure 4.3.13.
Limiting the hours of operation of outdoor lighting.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655, which includes restrictions in regard to hours of outdoor lighting operations. See also: www.clerkoftheboard.co.riverside.ca.us/ords/600/655.htm
Maximizing water conservation measures in buildings and landscaping, using drought-tolerant plants in lieu of turf, planting shade trees.	**Replicates existing requirements.** Project landscaping will be provided pursuant to the requirements of the Moreno Valley Municipal Code (Section 9.17.030), which specifies a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Shade trees will be provided pursuant to the requirements of Municipal Code Section 9.17.050 subd. (d)(3).
Ensure that the Project is fully served by full recycling and composting services.	**Replicates existing requirements.** As noted on Draft EIR Page 3-14, "[p]rior to issuance of a grading permit, the Project will have in place a City approved Solid Waste Diversion and Recycling Plan that demonstrates the diversion and recycling of all salvageable and re-useable wood, metal, plastic and paper products used during Project construction. A similar plan will be in place prior to occupancy that demonstrates the diversion and recycling of all wood, metal, plastic and paper products during ongoing operation of the warehouse and office portions of the Project. The plans will include the name of the waste hauler, their assumed destination for all waste and recycled materials, and the procedures that will be followed to ensure implementation of this measure.
Ensure that the Project's wastewater and solid waste will be treated in facilities where greenhouse gas emissions are minimized and captured.	**Not required.** As discussed in the Draft EIR (Pages 3-21 and 3-22), treatment of the Project's wastewater and solid waste will be accomplished by regional providers (i.e., Eastern Municipal Water District and Waste Management of the Inland Empire), and is outside the control of the Applicant and the City of Moreno Valley.

MV00116108

Suggested Measure	Response
Installing the maximum possible photovoltaic array on the building roofs and/or on the project site to generate all of the electricity required by the Project, and utilizing wind energy to the extent necessary and feasible	**Not required.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics or "wind energy."
Installing solar water heating systems to generate all of the Project's hot water requirements.	
Installing solar or wind powered electric vehicle and plug-in hybrid vehicle charging stations to reduce emissions from vehicle trips.	

Response FNSJ-19

As discussed in the preceding Response FNSJ-18, the commentor's suggested mitigation measures to reduce Project impacts in regard to construction activities are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Utilize recycled, low-carbon, and otherwise climate-friendly building materials such as salvaged and recycled-content materials for building, hard surfaces, and non-plant landscaping materials.	**Not required.** Consistent with the Project's pursuit of LEED accreditation, the recommended building materials will be utilized to the extent available and feasible.
Minimize, reuse, and recycle construction-related waste.	**Replicates existing requirements.** As noted in the Draft EIR (Page 3-5), "[a]ny residual materials resulting from site preparation processes will be appropriately disposed of and/or recycled in accordance with the City's Source Reduction and Recycling Element (SRRE)."

MV00116109

Suggested Measure	Response
Minimize grading, earth-moving, and other energy-intensive construction practices.	**Not required, no nexus with significant impacts.** The Project will not cause or result in individually or cumulatively significant GHG/GCC impacts. There is no requirement to reduce construction-source GHG emissions. Moreover, within the context of Project-specific requirements (e.g., placement of structures approximately 25 feet below the existing grade of SR-60, and proper fill and re-compaction procedures to ensure proper foundation support, consistent with the recommendations of the Project Geotechnical Investigation, included as Draft EIR Appendix H), construction contractor(s) employ techniques and procedures so as to provide for the most efficient use of earth-moving and grading equipment as a matter of course.
Landscape to preserve natural vegetation and maintain watershed integrity.	**Replicates existing requirements.** Landscape improvements will be provided for the Project as required under the City's Zoning Code Section 9.17, "Landscape Requirements." To minimize risk of invasive non-native plants entering into the riparian habitat along the Quincy Channel, the Project includes mitigation (Measure 4.8.3) that prohibits the use of invasive non-native plant species within 150 feet of the Channel.
Utilize alternative fuels in construction equipment and require construction equipment to utilize the best available technology to reduce emissions.	**Incorporated** at revised Mitigation Measure 4.3.8.

Response FNSJ-20

As discussed in the preceding Response FNSJ-19, the commentor's suggested mitigation measures to reduce Project impacts in regard to transportation are addressed in the following table. It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Suggested Measure	Response
Encourage and promote ride sharing programs through such methods as a specific percentage of parking spaces for ride sharing vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13.

MV00116110

Suggested Measure	Response
Create a car sharing program within the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Create a light vehicle network, such as a neighborhood electric vehicle (NEV) system.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide necessary facilities and infrastructure to encourage residents to use low or zero-emission vehicles, for example, by developing electric vehicle charging facilities and conveniently located alternative fueling stations.	**Incorporated** at revised Mitigation Measure 4.3.13.
Provide a shuttle service to public transit within and beyond the planned community.	**Incorporated** at revised Mitigation Measure 4.3.13.
Incorporate bicycle lanes and routes into the planned community's street systems.	**Replicates existing requirements.** The Project is required to provide pedestrian and bicycle connections to surrounding areas consistent with provisions of the City of Moreno Valley General Plan pursuant to the existing Mitigation Measure 4.3.13. This measure notes that the location and configurations of proposed pedestrian and bicycle connections are subject to review and approval by the City. Prior to Final Site Plan approval, pedestrian and bicycle connections shall be indicated on the Project Site Plan.

Response FNSJ-21

The commentor suggests that carbon offsets be purchased to address "remaining [greenhouse gas] emissions that cannot be eliminated." It is again noted that since the Project's potential GHG/GCC impacts are (individually and cumulatively) substantiated to be less-than-significant, specific mitigation of potential GHG/GCC impacts is not required. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Response FNSJ-22

The Lead Agency disagrees with the commentor's assertions regarding the adequacy of the Draft EIR's analysis of alternatives. As further presented in the *CEQA Guidelines* Section 15126.6, subd. (a), an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation.

MV00116111

To this end, the *CEQA Guidelines* indicate that the range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of most Project objectives.

The commentor's suggestion that "[t]he EIR should consider an alternative that relies more on higher-density mixed commercial/residential development projects on existing disturbed lands" is inconsistent not only with the Project objectives, but with the site's existing General Plan land use designation and zoning. Additionally, it is unclear that such an alternative would result in a lessening of the Project's environmental effects, particularly since commercial uses typically generate considerably higher average daily rates of traffic per square foot than light industrial uses, with correlating increases in air emissions. See for example Trip Generation 7th Edition (Institute of Traffic Engineers)trip generation rate for Specialty Retail (ITE Code 814), 44.32 trips/thousand square feet; vis-à-vis the Project trip generation rate of 3.12 trips/thousand square feet. On a related note, the EIR specifically considers a "No Project" alternative which assumes development consistent with site's current Business Park zoning designation. As with the mixed use concept proposed by the commentor, substantially increased trip generation could be expected if developed with business park uses when compared to industrial uses proposed under the Project.

> In this regard, for Traffic Analysis Zone (TAZ) 209 encompassing the Project site, the General Plan Buildout traffic model reflects development of the subject site with Business Park/Light Industrial uses, and projects approximately 4.18 times the trip generation for TAZ 209 than would otherwise be generated by logistics/distribution warehouse uses such as those proposed under the Project. The No Project Alternative considered

MV00116112

herein approximates trip generation for the subject site under the General Plan Buildout Scenario at four (4) times that of the Project (Draft EIR, Page 5-32).

Based on the preceding, the commentor's suggested alternative concept fails as feasible alternative to the Project, and does not merit further analysis as part of the Project EIR.

In regard to the question of whether the Project could be accommodated elsewhere, the Draft EIR addresses, at length, the possible alternative sites that were considered as part of the review of Project alternatives (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

MV00116113

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it

MV00116114

is not currently owned or controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

The commentor's states that "[t]he Westridge Commerce Center does not have a tenant and the Project proponent does not plan to build the Project until they do. They already have at least one warehouse that sits empty." No specific tenant(s) for the Project are currently under contract. Results and conclusions of the EIR are not affected.

The Draft EIR (on Pages 5-49 to 5-62) does provide a comparative analysis of the potential impacts of each alternative in regard to greenhouse gas emissions, biological resources, water supply, water quality, and traffic. As required under *CEQA Guidelines* Section 15126.6, subd. (d), this evaluation includes "sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the proposed project."

<u>Response FNSJ-23</u>

The City disagrees with the commentor's assertion that "the Draft EIR avoids an actual on the ground biological resource impact assessment." Draft EIR Appendix G presents the Biological Resources Survey prepared for the Project, which consists of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements, as identified in the following Figure 4.8-1;

MV00116115

- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- A jurisdictional delineation, which was prepared pursuant to the requirements of the California Department of Fish and Game and the Army Corps of Engineers.

As further discussed in the Draft EIR (Page 4.8-14), "[p]ayment of the mitigation fee and compliance with the requirements of the MSHCP are intended to provide full mitigation under CEQA, although certain areas within the MSHCP boundaries require additional surveys to determine the presence or absence of specific MSHCP-covered resources, including sensitive plants, burrowing owls, and riparian or riverine areas." Although focused surveys for threatened, endangered and sensitive plant and wildlife species were not conducted as part of the Project's general Biological Assessment, protocol surveys were subsequently performed to determine the presence or absence of burrowing owls within areas of potential disturbance. The *Report on Burrowing Owl Surveys for the West Ridge Project Site* (Harsmworth Associates, July 2009) is also included in Draft EIR Appendix G.

In addition, implementation of Draft EIR Mitigation Measure 4.8.7, included in the Mitigation Monitoring Program presented in Final EIR Section 4.0, will ensure that a pre-construction survey be conducted to document the location of any occupied burrows on-site. With the implementation of this mitigation measure, as well as compliance with the requirements of the MSHCP, the Project's potential to impact burrowing owls is reduced to a less-than-significant level.

MV00116116

The City of Moreno Valley's current schedule of non-residential impact fees indicates that the Project would be subject to an MSHCP fee of $6,597 per acre, and an additional $500 per acre SKR (Stephens' kangaroo rat) mitigation fee. On this basis, the Project would contribute approximately $390,335 to meet its fair-share responsibility for regional plant and wildlife impacts. The amount collected by the City for wildlife mitigation to date, along with the effectiveness of such fee collections, is outside the scope of the Project's environmental analysis. The Draft EIR (Page 4.8-31) notes that "[t]he Project Biological Resources Assessment includes a discussion of MSHCP compliance, and determines that the Project 'is in full compliance with the Western Riverside County MSHCP, assuming the focused burrowing owl surveys are conducted in spring 2009.' These surveys were conducted in July 2009, and found no burrowing owls or evidence of their occupation on-site. This species has not been recorded within the Project area in the past and is presumed absent from the site. As such, the Project is in compliance with the MSHCP." The results and conclusions of the Draft EIR are not affected.

Response FNSJ-24

The commentor requests receipt of future information regarding the Project, and as such, has been added to the Project distribution list at the referenced address. A copy of the Project's Final EIR has also been provided to the commentor, as requested.

Response FNSJ-25

The commentor lists numerous publications and resources exhibits incorporated by reference. With the exception of certain web-linked publications, exhibits listed "as incorporated by reference" have not been provided. Nor has their disposition, availability, or specific relevance been otherwise identified.

From: sgcricket@aol.com
Sent: Monday, December 06, 2010 3:20 PM
To: Jeffrey Bradshaw
Subject: Western Ridge Commerce Center DEIR

Comments Regarding: West Ridge Commerce Center
From: Susan Gilchrist

The project under consideration requires a zoning change from Business Park to Light Industrial. It is my understanding that this is a speculative project and there is no tenant identified. This presents a problem for the residents of the eastern portion of the City. There are currently many unoccupied warehouse buildings on Cactus and along the 215 as well as many in other Inland Empire cities. The only logical reason for presenting this project at this time is to "ride the coattails" of Highland Fairview/Skechers and get approval for another megalithic structure. Since the City permitted a building 36 times the size of the General Plan recommendation, what will prevent the Council from approving another oversized structure? The only solution will be to retain the General Plan and wait for the economy to improve so that the long range goals of a diverse job base can be reached. SG-1

Ten to fifteen years ago, business park zoning was successful and in the future it will be that way again. If zoning changes could be reversed, this would be more acceptable, but they are not. It will never revert to Business Park zoning from Light Industrial and the vision of the eastern portion of the City will be changed forever. Those driving through Moreno Valley will think the City consists of warehouses and sound walls...how attractive!

Questions for the developer:

1. Is this a speculative project or is there a tenant ready to occupy a 900,000 sq ft building? SG-2

2. What benefit is there to the residents and the City for approving a zone change at this time? SG-3

3. Why is the City moving away from the General Plan without bringing the entire process back to the residents? Moreno Valley seems to be willing to accept anything offered rather than have high standards and long range goals. The desperation is obvious and not very reassuring. Surrounding cities of Temecula, Murrieta, Menifee, Riverside, and Redlands are constructing buildings with more style and substance than is seen in Moreno Valley. These cities are attracting a variety of businesses while our City accepts the dregs. SG-4

4. Should the Council change the zoning, will the property be sold to another developer? SG-5

5. As a condition for the zone change, will the developer be willing to put an appropriate buffer of 1500 feet on the south side of Fir and develop it as a City park with a block wall on the north side of the park? SG-6

6. Could the traffic flow from both Skechers and Western Ridge be restricted from Redlands Blvd? SG-7

7. Will the building be constructed to LEEDS standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved? SG-8

8. What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility? SG-9

Sincerely,
Susan Gilchrist

SUSAN GILCHRIST

Email dated December 6, 2010

Response SG-1

The commentor correctly notes that approval of the Westridge Commerce Center Project would involve a change of zone for the Project site, from Business Park to Light Industrial. The commentor's opinions regarding the proposed zone change will be forwarded to decision-makers for their consideration.

Response SG-2

The commentor inquires: "Is this a speculative project or is there a tenant ready to occupy a 900,000 square foot building?" At this time, no specific tenant(s) for the Project are under contract.

Response SG-3

The commentor inquires: "What benefit is there to the residents and the City for approving a zone change at this time?" The benefits of a project are not germane to an EIR pursuant to CEQA. Nevertheless, certain potential benefits to the residents and the City are reflected in the Project Objectives. More specifically, as noted at Draft EIR Page 3-4, the Primary Objectives of the Project as identified by the Project Applicant include the following:

- Transition the existing site into a productive use;
- Provide jobs-producing, light industrial uses to the City of Moreno Valley and local community; and
- Increase economic benefits to the City of Moreno Valley through increased tax generation and job creation.

Response SG-4

The commentor inquires: "Why is the City moving away from the General Plan without bringing the entire process back to the residents?" The commentor offers opinions on City development review and approval processes, and the character of local and regional development.

As discussed in the Draft EIR (Pages 4.1-6 through 4.1-9), implementation of the Project would not propose or require a change in the Project site's General Plan land use designation. The commentor's opinions in regard to the City's approval process and the character of local and regional development will be forwarded to decision-makers for their consideration.

Response SG-5

The commentor inquires: "Should the Council change the zoning, will the property be sold to another developer?" Should the Project be approved, it is the applicant's intention to develop the site as proposed. However, there are no restrictions to prohibit the sale of the subject property. It may be noted that, regardless of ownership, Project-specific mitigation measures and other applicable regulations relative to the Project's construction and operations, including those identified in the Draft EIR, would remain in force.

Response SG-6

The commentor inquires: "As a condition of the requested zone change, will the developer be willing to put an appropriate buffer of 1,500 feet on the south side of Fir (future Eucalyptus) Avenue and develop it as a City park with a block wall on the north side of the park?" As a point of clarification, the requested zone change cannot be lawfully conditioned as suggested. Moreover, there is no codified requirement or environmental impact nexus that would require or suggest a 1,500 setback or the creation of a park southerly of the Project site. The commentor's remarks are forwarded to the decision-makers for their consideration.

MV00116120

Response SG-7

The commentor inquires: "Could the traffic flow from both Skechers and Western Ridge [the proposed Westridge Project] be restricted from [using] Redlands Boulevard?" Direct and practical access to the Project site is provided via Redlands Boulevard, located less than one-quarter mile easterly of the Project site. The Project provides all necessary improvements to mitigate its direct traffic impacts affecting Redlands Boulevard to levels that are less-than-significant. Additionally, appropriate mitigation is provided for all potentially significant cumulative traffic impacts affecting Redlands Boulevard.

Opening Year access to and from the SR-60 to the Westridge Project site was assumed to utilize Redlands Boulevard exclusively. The Project TIA (included as Draft EIR Appendix B) does account for the fact that, upon the development of Eucalyptus Avenue to the ultimate configuration identified in the Moreno Valley General Plan Circulation Element, Project-related traffic could also access the SR-60 at Moreno Beach Drive.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

MV00116121

Response SG-8

The commentor inquires: "Will the building be constructed to LEED standards to include reinforcing the roof and installing solar panels? Will the LEEDS standards equal or exceed the Highland Fairview/Skechers building? Will the developer be conditioned to lower the building so that views will be preserved?" Similar to the recently approved Highland Fairview/Skechers project, the Westridge Commerce Center will be built to LEED standards. The following discussion at Draft EIR Page 3-16 is presented here for ease of reference.

> The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

MV00116122

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification. There is no requirement that LEED standards implemented by the Highland Fairview/Skechers development be similarly implemented by the instant Project.

As further described in the Aesthetics section of the Draft EIR (Page 4.9-11) and illustrated in Draft EIR Figure 4.9-3, the Project's building foundation is planned to be located approximately 25 feet lower in elevation than the existing elevation of SR-60. Substantial reduction of the height of the building is considered infeasible, since the facility's height is largely dictated by the logistics use, and the need to provide standard "dock-high" bays for the loading and unloading of trucks." The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment.

In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured for example as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000 square foot building would have to be at least 1.7 million square feet in size in order to accommodate a comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be substantial additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy efficiencies associated with such a large building footprint.

MV00116123

Response SG-9

The commentor inquires: "What restrictions in hours of operation will be enforced? Will trucks move during daylight hours, night hours or both? How many trucks are estimated to use the facility?" As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations." Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site include:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions as presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

MV00116124

HIGHLAND FAIRVIEW

14225 Corporate Way
Moreno Valley, CA 92553
Tel: 951.867.5300

December 6, 2010

Mr. Jeff Bradshaw
Associate Planner
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

SUBJECT: Westridge Commerce Center – Comments on Draft EIR

Dear Jeff,

Highland Fairview has reviewed the Draft EIR and is concerned with the manner in which the document addresses a number of environmental issues. As you know, the city imposed numerous mitigation measures and conditions of approval on the Highland Fairview Corporate Park (HFCP) project many of which are not applied to this project, despite the similarities of the two projects. Among these issues are air quality, water quality, freeway landscaping treatment, architectural design, sustainability, hazardous materials, biology, global climate change and many other environmental areas.

To address these concerns, we request a meeting with the City planning, traffic and engineering departments to review the proposed mitigations included in the Draft EIR. We are particularly concerned about the following subject areas:

1. The project's contribution to improvements to SR60 mainline and interchanges. HF-1
2. The project's contribution to improvements on Redlands Boulevard. HF has other projects in the area and insufficient improvements by this project should not be allowed.
3. Architectural standards and design comparable to that of the HFCP Skechers building should be articulated from the freeway.
4. The landscape treatment of the interface between the project and SR60 should be comparable to that required by the City for HFCP and should be consistent.
5. The need for a significant commitment from the project to address the visual relationship between the project and the SR60. For example, the HFCP project was lowered 25 feet so that its visual impact could be softened.

We request a meeting with City staff as soon as possible to address these concerns.

Sincerely,

Wayne Peterson
Vice President, Community Planning

HIGHLAND FAIRVIEW

Letter Dated December 6, 2010

Response HF-1

The subject line of this letter indicates that it contains comments on the Westridge Commerce Center Draft EIR; however, these comments do not appear to be intended to address the Draft EIR's technical analysis or findings. Instead, the comments focus on the Westridge Commerce Center's "contribution to improvements," and express concerns regarding the equity of mitigation between the Westridge Commerce Center Project and the recently approved Highland Fairview Project (a 2.6 million-square-foot light industrial/commercial development located south of SR-60 east of Redlands Boulevard). A meeting with City staff is requested "to address these concerns."

On this basis, specific technical responses are not warranted. Mitigation for the Project's potential impacts was included in the Draft EIR, and is detailed in the Project's Monitoring Program, provided in Final EIR Section 4.0. Further, the Project's architectural compatibility with City design standards, and with the Highland Fairview project, is addressed on Draft EIR Page 4.9-6.

The commentor's concerns will be forwarded to decision-makers, as requested. City staff will be pleased to meet with the commentor to discuss their concerns.

MV00116126

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December 3, 2010

City Council
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

Community Development Director
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552-0805

VIA U.S. MAIL

RE: Draft Environmental Impact Report for Westridge Commerce Center, State Clearinghouse No. 2009101008.

Greetings:

This firm submits the following comments on behalf of Residents for a Livable Moreno Valley, the Moreno Valley Group of the Sierra Club, and area residents after reviewing the Draft Environmental Impact Report.

General Comments:

The California Environmental Quality Act ("CEQA") was adopted as a disclosure and transparency document. The theory is that by providing a document that adequately describes the environmental consequences of a project to decision makers and the public, the decision makers will make a rational decision based upon the true environmental consequences of the project and if they do not, the electorate can hold them accountable for their decisions. The core of this statutory structure is the adequacy of the document as an informational document.

Unfortunately, the **DEIR for this Project fails as an informational document** as it fails to adequately and accurately consider cumulative impacts throughout the document. The DEIR also misleads decision makers and the public as to the extent and severity of the Project's environmental impacts. The DEIR is often conclusory and does not provide the analysis required by CEQA to inform the public and decision makers of the analytical pathway taken from facts to conclusion. This includes often omitting to provide the information required to properly assess impacts. JS-1

Moreover, CEQA requires that where feasible mitigation exists which can substantially lessen the environmental impacts of a project, **all feasible mitigation must be adopted**. In this way

CEQA goes beyond its informational role to require that projects substantively lessen their negative effects on the environment. It is critical to proper drafting of an EIR that all feasible mitigation measures be required of a project. This has not been done with this Project. Moreover, all mitigation measures required in the EIR must be fully enforceable and certain to occur. This Project fails to ensure that all feasible mitigation will occur with this Project and instead provides vague, uncertain, and unenforceable approximations of mitigation measures. The Project is also inconsistent with the City of Moreno Valley General Plan. This is unacceptable. JS-1 (cont'd)

Project Overview:

The Westridge Commerce Center is a proposal, sponsored by ProLogis, for the construction of a 937,260 sq. ft. warehouse-distribution facility on approximately 54.66 acres of mostly undeveloped agricultural land located on the north side of Eucalyptus Avenue, west of Redlands Boulevard, near the SR-60/Redlands Boulevard interchange. The project will include approximately 173 loading docks and 14,000 square feet of office space to be divided between the southeast and southwest corners of the building. The future occupants and uses of the property are unknown at this time.

The project would require the removal of approximately 70,000 cubic yards of soil. The project would require the discretionary approval of a zone change (City Case # PA08-0098) from business park to light industrial. The project would also require an amendment to City of Moreno Valley Municipal Code section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts] due to the Project sites adjacency to residentially-zoned property and approval of Tentative Parcel Map No. 36207 (City Case # PA09-023). Adjacent to the project site is SR-60 to the north and Eucalyptus Avenue to the south. Properties to the south of the project are zoned Rural Residential ("RA-2") and designated Primary Animal Keeping Overlay ("PAKO") Zone. A residence is located near the southeasterly corner of the project site. To the west of the project site, although properties are currently under agricultural production, a proposal, also sponsored by ProLogis, has been made to develop, on 117 acres, six distribution warehouse facilities totaling 2.25 million square feet. Properties immediately to the east are designated commercial. Further east, across Redlands Boulevard, development of the 2.6 million square feet Highland Fairview Corporate Park Project has been approved. Regional access to the Project will be provided by the SR-60/Redlands Avenue interchange. JS-2

The DEIR concludes that aesthetic impacts are significant and unavoidable. Noise impacts are significant and unavoidable for the construction phase. Air quality impacts are significant and unavoidable for construction and operation phases. The DEIR also concludes cumulative aesthetic, air quality, construction noise, and traffic impacts are significant.

Cumulative Impacts:

The cumulative impact analysis is brief, lacking in evidence and data, and generally insufficient. CEQA requires that in order to adequately discuss and analyze potential significant cumulative impacts, "[a] list of past, present, and probable future projects producing related or cumulative impacts" must be included in the DEIR. (Cal. Pub. Res. C. § 15130(b)(1)(A).) The lead agency must also "define the geographic scope of the area JS-3

affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used." (Cal. Pub. Res. C. § 15130(b)(2).)

Here, the DEIR looks *only* at the cumulative effects from those "probable development proposals" within a two (2)-mile radius of the Project. **The analysis does not account for any past or present projects as required under CEQA and does not "provide a reasonable explanation" for why the two-mile radius was used.** Although a discussion as to why the Traffic Impact analysis was limited to a two-mile radius was provided in the DEIR, this reasoning does not support a basis for why the Cumulative Impact Analysis section of the DEIR was limited to such a small radius and purely probable future projects. Development within Moreno Valley is occurring on a large scale and the resulting impacts should not be ignored. (See Exhibits 1 – 3.) There is also a great amount of residential development within close proximity to the Project site, yet the impacts from these projects are not included in the analysis. For instance, The Moreno Highlands Specific Plan providing for 7,700 residential units located east of the Project site and the Aqua Belle Specific Plan providing for 2,922 "Active Adult" residential units located southwesterly of the Project site are neither included in the analysis nor mentioned in the DEIR. Also, the Centerpointe Project, a 353,859 square feet distribution center (PA07-0147, PA07-0157) which was approved by the Planning Commission in early 2010 was not included. This failure to analyze any impacts from past and present projects, as well as projects outside of the two-mile radius results in an inadequate analysis of the impacts to traffic, air quality, greenhouse gas emissions, and aesthetics, among others.

JS-3 (cont'd)

Furthermore, the cumulative impact section often fails to recognize that impacts which are less than significant on their own may nonetheless be cumulatively significant. The cumulative impact analysis also fails to summarize "the expected environmental effects to be produced by those projects with specific reference to additional information stating where that information is available," as is required by CEQA. (Cal. Pub. Res. C. § 15130(b)(4).)

Therefore, the DEIR fails as an informational document as it does not provide an accurate analysis of the cumulative environmental effects that will result and therefore does not allow for sound and informed decision making on behalf of approving agencies.

General Plan Consistency:

CEQA requires that an EIR "discuss any inconsistencies between the proposed project and applicable general plans." (CEQA Guidelines 15125(d).)Yet, the DEIR fails to discuss the inconsistency of the Project with a number of applicable provisions contained within the General Plan.

JS-4

The project is inconsistent with the following General Plan provisions: Goal 2.2; Objective 2.13; and Policies 2.10.14, 2.13.1, and 2.13.3. Goal 2.2 requires that "the optimum degree of health, safety, well-being, and beauty for all areas of the community" be achieved yet the Project has numerous significant and unavoidable impacts to the safety, health and well-being of residents throughout Moreno Valley. Policy 2.10.14 requires that existing mature trees be preserved or relocated and only replaced when they cannot be preserved or relocated. Yet, although the Project will replace those existing mature pine trees along the

northerly boundary with a double-row of new trees, the DEIR fails to discuss whether these mature trees will be relocated and if not, how or why preservation or relocation of these mature trees is infeasible. Policy 2.13.3 of Objective 2.13 requires that "the sponsor of a development project…assure that all necessary infrastructure improvements…needed to support project development are available at the time that they are needed" yet, as will be discussed below, there is nothing to indicate that those improvements that will be required to mitigate for traffic will actually be implemented. JS-4 (cont'd)

Agricultural Impacts:

Although the Project will result in the conversion of farmland to non-agricultural uses the DIER finds that the impact will be less than significant. This finding is not supported by substantial evidence when the Initial Study itself states that the site is designated as Farmland of Local Importance due to the high quality of soil at the site and the Project Description states that the land has actually been used for agricultural production within the last twenty (20) years. As such, mitigation for this loss of prime agricultural land is required. It is well documented that agricultural land is the largest part of Riverside's economy. **The EIR prepared for the City of Moreno Valley General Plan recognizes that due to this loss of agricultural land, impacts are potentially significant and feasible mitigation measures would effectively lessen this significant impact.** (See Exhibit 4.) Therefore, the following mitigation measures must be adopted: JS-5

1. Purchase conservation easements on existing agricultural land to ensure that the land is never converted to urban uses.
2. Donate funds to a regional or statewide program that promotes and implements the use of agricultural land conservation easements.

Land Use and Planning:

This Project will have a significant impact to Land Use and Planning which was not adequately evaluated in the DEIR. The Project involves a zone change from Business Park to Light Industrial as well as an amendment to the Municipal Code as a result of its proximity to residential areas. The effects of the zone change and the amendment to the Muncipal Code are both potentially significant impacts which must be further evaluated and potentially mitigated in the DEIR. JS-6

Additionally, as stated on page 2-4 of the Initial Study land south of the Project site contains a Primary Animal Keeping Overlay Zone ("PAKO Zone") "in order to maintain animal keeping and the rural character of the area" yet this is not even mentioned in the DEIR. The Project's effects on this zoned area and the extent that this Project will disrupt the ability of people to keep animals in this zone must be analyzed and potentially mitigated.

Air Quality and Greenhouse Gas Emissions/Climate Change: JS-7

Air Quality

Air quality impacts will be significant and unavoidable during both the construction and operation phases.

Construction:

The air quality analysis is flawed and underestimates the impact on air quality during construction. The air quality analysis improperly assumes for Phase 2 Grading a value of zero Vehicle Miles Traveled (0 VMT) for on-road truck travel. This is improper as the analysis must account for the VMT by construction workers *to and from* the Project site. JS-7 (cont'd)

Even under the current analysis, without mitigation, construction of the project will result in levels of VOC, NOx, PM10, and PM2.5 exceeding SCAQMD Regional Thresholds, yet all feasible mitigation measures were not adopted to reduce construction related emissions, and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur. For example, MM 4.3.4 does not reduce VOC to the greatest extent feasible. MM 4.3.4 should be modified to require that all paints, coatings, and solvents are zero (0) VOC. JS-8

MM 4.3.1 does not sufficiently mitigate for air quality impacts and is uncertain and unenforceable. In recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM10 and PM2.5 fugitive dust haul road emissions *by approximately 44%*. Yet, MM 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. MM 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%. This measure should also be modified to include the specific measures which the contractor shall take to ensure that traffic speeds on unpaved roads are reduced to 15 miles per hour, such as the placement of signage or other speed controlling devices. Mitigation measures should also be required to include measures which mitigate for and ensure dust control at the dump site where the soil from the project site will be placed. JS-9

MM 4.3.7 should not only require that electrical power sources "be provided" but also require that electrical construction equipment be *actually used* "whenever technically feasible." JS-10

Although the air quality analysis recommends that "[p]rior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling," this mitigation measure was not included in the DEIR. This is unacceptable, particularly since the DEIR states that air quality emissions are significant and unavoidable, and this mitigation measure is plainly feasible and would reduce air quality emission. Moreover, this measure is required by CARB, in Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations. This mitigation measure must be included in the DEIR. JS-11

The air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas "quickly" should be adopted. Yet, the DEIR fails to include such a mitigation measure. Again, this is unacceptable particularly since the air quality emissions are significant and unavoidable and this mitigation would reduce both PM10 and PM2.5 by JS-12

an additional 10%. Mitigation must be included requiring that landscaping or other vegetation be planted as soon as possible after disturbance. JS-12 (con'd)

In analyzing air quality due to fine site grading activity, the air quality analysis assumes that a maximum of 13.66 acres per day will be disturbed by grading activity. In order to ensure that the effect on air quality from fugitive dust is not greater than that relied upon by the DEIR, a mitigation measure must be adopted that *limits* fine site grading activity to a level below 13.66 acres per day. In fact, an even lower maximum daily acreage should be required in order to further mitigate for these impacts. JS-13

Even after applying mitigation measures, construction air quality impacts are expected to be significant and unavoidable and well above the thresholds of significance for criteria pollutants. For example, with implementation of the mitigation measures listed in the DEIR, emissions of PM10 during construction will amount to 39.51 $\mu g/m^3$ over 24-hours, almost four times the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold, while emissions of PM2.5 during construction will amount to 12.40 $\mu g/m^3$ over 24-hours, well over the 10.4 $\mu g/m^3$ SCAQMD Localized Significance Threshold. Additionally, VOC will reach 205.37 lbs/day, more than two and one half times the 75 lbs/day SCAQMD Regional Significance Threshold and NOx will reach 287.12 lbs/day, almost three times the 100 lbs/day SCQAMD Regional Significance Threshold. Yet, the DEIR suggests adoption of only nine (9) mitigation measures and simply concludes that the remaining unmitigated emission are unavoidable. This is insufficient. In order to further reduce construction air quality emissions, the following additional mitigation measures should be adopted:

1. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.
4. Complete all roadways, driveways, sidewalks, etc., as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.
5. Pave all roads on construction sites as soon as technically possible.
6. Limit fugitive dust sources to 20 percent opacity.
7. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
9. Require high pressure injectors on diesel construction equipment.*
10. Restrict engine size of construction equipment to the minimum practical size.*
11. Use Electric construction equipment where technically feasible.*
12. Substitute gasoline-powered for diesel-powered construction equipment.*
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane, or biodiesel.*
14. Implement activity management techniques including a) development of a comprehensive construction management plan designed to minimize the number of

JS-14

large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.*

15. Install catalytic converters on gasoline-powered equipment.*
16. Use electricity from power poles rather than temporary diesel power generators.*
17. Alternative diesel fuels exist that achieve PM10 and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM10 compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.*
20. Provide shuttle service to food service establishments/commercial areas.*
21. Provide shuttle service to transit stations/multimodal centers.*
22. Utilize only CARB certified equipment for construction activities.*
23. All forklifts shall be electric or natural gas powered.*
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.

JS-14 (cont'd)

Operational:

The Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. **Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930).** This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts.

JS-15

The DEIR also inaccurately represents the values used in the LST Analysis. The Air Quality Analysis states that the average trip length used was 0.3 miles and the vehicle speed was 10 miles per hour. Yet, the DEIR incorrectly states that the average trip length used in the LST Analysis was 0.5 miles while the vehicle speed was 5 miles per hour. (DEIR, 4.3-68) Again, this failure in the DEIR to accurately reflect the values used in the LST Analysis renders the DEIR inadequate as an informational document.

JS-16

The DEIR and air quality analysis conclude that for long-term operational activities, even after mitigation, VOCs and NO_x will exceed SCAQMD's Regional Significance Thresholds. Without mitigation, the regional emissions of VOCs and NO_x are exceeded for both summer and winter, with NO_x greatly exceeding the threshold of 55 lbs/day with 739.69 lbs/day in the summer and 819.10 lbs/day in the winter. With the mitigation measures, the emissions of

JS-17

NO_x would be reduced by only a meager .03 lbs/day in summer and .17 lbs/day in winter and emissions of VOCs would be reduced by only .01 lbs/day. These reductions are clearly insignificant. **The mitigation measures do not actually mitigate for the significant operational impacts to NOx and VOC.** JS-17 (cont'd)

MM 4.3.11 requires that the project surpass California Title 24 Energy Efficiency performance standards by a minimum of 20 percent. This goal is to be met by using any combination of a number of listed design features. Particularly since NOx emissions are significant this mitigation measure should require that the project surpass California Title 24 Energy Efficiency standards by at least 30 percent. In fact, all design features listed should be required to be implemented as a way to mitigate the significant effects on air quality. JS-18

Additionally, many more operational mitigation measures are feasible and may be implemented through contract requirements in the purchase, sale, or lease agreement. Such mitigation must be required unless the incorporation into the contract of a mitigation measures is shown to be *infeasible*, not merely inconvenient. The following mitigation measures should be required to reduce Project operational impacts:

1. Require the utilization of zero VOC paint, coatings, and solvents.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become SmartWay Partner.*
4. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90% of all long haul trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.*
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve a 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of consolidator trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results, including backup data shall be reported to the Planning Department semi-annually.* JS-19
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.*
7. Install catalytic converters on gasoline-powered equipment.*
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by CARB on January 31, 2001 as achieving a 14% reduction in NOx and a 63% reduction in PM_{10} compared to CARB diesel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines and existing storage, distribution, and vehicle fueling facilities. Operational experience indicates little or no difference in performance and startup time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.

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9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.*
10. Require each user to establish a carpool/vanpool program.*
11. Provide on-site child care or contribute to off-site child care within walking distance.*
12. Provide preferential parking for carpool/vanpool vehicles.*
13. Provide secure, weather-protected bicycle parking for employees.*
14. Provide direct safe, direct bicycle access to adjacent bicycle routes.*
15. Provide showers and lockers for employees bicycling or walking to work.*
16. Short-term bicycle parking for retail customers and other non-commute trips.*
17. Connect bicycle lanes/paths to city-wide network.*
18. Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.*
19. Prohibit idling of trucks for periods exceeding three minutes.*
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.*
21. Provide shuttle service to food service establishments/commercial areas.*
22. Provide shuttle service to transit stations/multimodal centers.*
23. Implement parking fee for single-occupancy vehicle commuters.*
24. Implement parking cash-out program for non-driving employees.*
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.*
26. Implement a compressed workweek schedule where feasible.*
27. Provide electrical vehicle ("EV") and compressed natural gas ("CNG") vehicles in vehicle fleets.*
28. Install EV charging facilities *for a minimum of 10% of all parking spaces.**
29. Install a CNG fueling facility.*
30. Provide preferential parking locations for EVs and CNG vehicles.*
31. Utilize electrical equipment for landscape maintenance.*
32. Utilize only CARB certified equipment for construction activities.*
33. All forklifts shall be electric or natural gas powered.*
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.*
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.*
36. Utilize low pressure sodium fixtures for exterior lighting including parking lots.
37. Utilize electric yard trucks.*
38. All buildings shall be constructed to LEED Platinum standards.*
39. The operator shall meet SmartWay 1.25 ratings.*
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.*
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.*
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.*
43. The operator shall purchase only green power.*

JS-19 (cont'd)

Climate Change/GHG emissions:

According to the air quality analysis, this Project would generate GHG emissions that will have a significant effect on the environment. However, the DEIR concluded that GHG emissions are less than significant since the Project's emissions will not exceed the thresholds of significance proposed by SCAQMD (stationary source GHG emissions ≥ 10,000 metric tons per year of CO_2E) or CARB (7,000 metric tons per year of CO_2E from non-transportation related GHG sources). Not only is this conclusion improper but the analysis used to determine GHG emissions is also flawed. JS-20

The thresholds for significance for SCAQMD and CARB relate only to *non-transportation/stationary* sources. Therefore, the GHG emission analysis and conclusion of less than significance is deeply flawed as it fails to account for the majority of GHG emissions for the Project which are attributable to non-stationary/mobile sources. Of the total estimated 30,003.39 metric tons/year of CO_2E, 27,858.08 metric tons/year come from mobile sources, whereas only 7% of CO_2E is derived from stationary sources. JS-21

Furthermore, the same reduced number of trips used in the air quality analysis was used for determining the impact on global climate change. For the same reasons previously discussed, this is inappropriate and does not adequately represent the negative impact this Project will have on global climate change. When the 2,930 traffic trips used in the traffic analysis is used rather than the 1,585.22 traffic trips as suggested, the GHG emission for transportation sources increases more than double from 27,858.08 CO_2E to 51,490.77 CO_2E. **Clearly, GHG emissions are far greater than that estimated in the DEIR.** JS-22

The GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project. Where the project consists of a new distribution center and truck parking, the vehicular emissions in fact create a "new" mobile source of emissions as they create new trucking jobs, and do not merely redistribute the existing traffic patterns as this analysis has assumed. JS-23

The DEIR incorrectly concludes that even though GHG emissions from the Project would be significant, since the Project is consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG emissions are not cumulatively considerable. Yet, this project is, in fact, inconsistent with the CARB Scoping Plan. For instance, Action T-7 recommends that trucks/trailers be retrofitted with BAT and/or CARB-approved technology, yet this Project does not require this retrofit. The DEIR also states that the Project is consistent with Action E-4 (Million Solar Roofs) which sets a target for the installation of 3,000 megawatts (MW) of new solar capacity by 2017, yet the Project does not include nor require installation of a photovoltaic solar electricity system. In order to actually work to achieve this goal of new solar capacity, the Project should require, as a mitigation measure, the installation of a photovoltaic solar electricity system Such a system may be required through contract requirements in the purchase, sale, or lease agreement. JS-24

The DEIR also states that the Project is in compliance with 2006 CAT Report GHG Emission Reduction Strategies. Yet, these determinations of compliance are not supported by any *mandatory requirements,* but rather based on mitigation measures which are not fully enforceable or feasible. For example, the DEIR states that vehicles accessing the site will be in compliance with CARB vehicle standards to the "maximum extent feasible," but does not define this or implement any standard of performance. The DEIR also states that compliance JS-25

with the State's goal of achieving 50% Statewide Recycling will be met through including "provisions for tenants to recycle," yet, there is no requirement that this goal be met. Recycling of at least 50% by the future tenant should be mandatory and required as a mitigation measure through contract requirements in the purchase, sale or lease agreement. In stating that the Project is compliant with the requirement for water use efficiency, the DEIR states that implementation of water conserving devices should be required "to the extent feasible." This language is again vague and does not include any enforceable performance standards. Also, the Project does not require compliance with the California Solar Initiative, one of the strategies identified as critical for California to meet its greenhouse gas reduction targets. The Project merely *recommends* adoption of a requirement that "[a]ll buildings be designed to accommodate renewable energy sources, such as pholtovoltaic solar energy systems…" (DEIR, pg. 1-58) Again, this should be a *required*. Furthermore, the project is also inconsistent, and/or determined to not require compliance with several other CAT strategies, notably with respect to Alternative Fuels. JS-25 (cont'd)

The DEIR fails to analyze or provide evidence as to how any alleged compliance with the strategies in the 2006 CAT Report or the CARB Scoping Plan would reduce GHG emissions from this Project so that cumulative GHG impacts would not be significant. Furthermore, the DEIR fails to show how the Project is consistent with statewide goals in AB32 of reducing carbon emissions to 1990 levels 2020 and of Executive Order S-3-05 of reducing carbon emissions to 80% below 1990 levels by 2050, when this project only contributes to and increases these carbon emissions. JS-26

The California Air Pollution Control Officer's Association ("CAPCOA") has analyzed several means of determining the significance of a project's greenhouse gas impacts under CEQA in its CEQA & Climate Change White Paper. CAPCOA determined that a threshold of zero or a quantitative threshold designed to capture 90 percent or more of likely future discretionary projects (a 900-ton CO_2E threshold) are highly effective at reducing emissions and highly consistent with the emission reduction targets set forth under AB 32 and Executive Order S-3-05. (See Exhibit 5.) The Bay Area Air Quality Management District (BAAQMD) has also drafted guidance on the determination of significance for greenhouse gas impacts. BAAQMD has recognized that there is a "gap" between state action to reduce emissions and the need to further reduce emissions from land-use driven sectors in order to reach AB 32 targets. (See Exhibit 6.) After a series of calculations, BAAQMD then determined that projects above 1,100 tons (accounting for approximately 92% of all GHG emissions from new land use development) would be considered significant, thereby requiring the adoption of all feasible mitigation measures and helping to get nearer to meeting AB 32 targets after statewide regulations are taken into account. Additionally, in the EIR for the Highland Fairview project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change. The Project clearly exceeds the zero threshold. Accordingly, all feasible mitigation measures must be implemented and thus all suggested design features in Mitigation Measure 4.3.11 must be required to be implemented in the Project design. JS-27

The DEIR improperly concludes that due to the Project's supposed consistency with the CARB Scoping Plan and the 2006 CAT Report "that the Project's greenhouse gas emissions are not cumulatively considerable." (DEIR, pg. 5-14) As discussed above, even if the Project were consistent with the CARB Scoping Plan and the 2006 CAT Report, GHG JS-28

emissions from the Project are not less than significant. Additionally, the conclusion that GHG emissions are not cumulatively considerable just because the emissions are not individually considerable (although not actually true) completely ignores the concept of cumulative impacts. "'Cumulatively considerable' means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects." Guidelines § 15064(h)(1). As the DEIR admits, climate change is a global issue as emissions from sources worldwide combine to create the most pressing environmental and social problem of our time resulting in increased flooding, decreased water supply, negative impacts to biological resources, as well as numerous other negative effects. These sources may "appear insignificant when considered individually, but assume threatening dimensions when considered collectively with other sources with which they interact." *Los Angeles Unified School Dist. v. City of Los Angeles,* 58 Cal.App.4th 1019, 1025 (1997). Here, the cumulative effects on GHG emissions were not adequately analyzed. GHG emissions, which are already estimated at over 30,000 metric tons of CO_2E per year for just this Project, will have a large cumulative effect and this impact must be addressed in the DEIR and be properly mitigated. **Adoption of air quality mitigation measures marked with an asterisk and provided above will help further mitigate GHG emissions.** JS-28 (cont'd)

After all measures have been implemented to reduce emissions, any remaining emissions that cannot be eliminated may be mitigated through off-site measures. The Final Statement of Reasons for CEQA GHG Guidelines specifically contemplates off-site mitigation such as "community energy conservation projects." CAPCOA also found that a potential cost-effective offset and verifiable offset could include an energy-efficient retrofit of existing building stock in the Project area to offset the remainder of the Project's emissions. (See Exhibit 5 at 80.) Offsetting GHG emissions in the project area could also effectively reduce criteria pollutants. JS-29

Noise:

Construction:

Intermittent noise levels due to construction at the Project site are expected to reach 89 dBA at the nearest residential properties, well in excess of the daytime 60 dBA Leq allowable under the Moreno Valley Municipal Code. Even at the more distant residential neighborhoods one quarter mile away from the Project site, noise levels during construction are expected to reach 60 to 65 dBA Leq. The DEIR concludes that even after implementing four mitigation measures, that construction noise will be significant and unavoidable. Yet, the DEIR does *not* adopt all feasible mitigation measures. Also note that Mitigation Measure 4.4.3, which limits constructions activities to between 7:00 a.m. and 8:00 p.m. does *not* mitigate the fact that noise levels of 89 dBA will be in excess of the City's noise ordinance during *daytime* hours. The fact that the ordinance establishes time frames does not eliminate or lessen the environmental impact it merely means that the impacts are not subject to criminal sanctions. The threshold of significance is therefore still exceeded during the day. JS-30

Additionally, Mitigation Measure 4.4.4 merely requires that the Project plans include a statement that "for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be JS-31

installed along the Project's southerly boundary" and should "provide maximum reduction for noise sensitive uses…." The term "maximum reduction" is vague and unenforceable. In order to ensure that this mitigation measure actually reduces the level of noise, the measure should require that these sound barriers, which should also include temporary sound walls, actually **reduce noise at sensitive receptors to no more than 60 dBA Leq.** JS-31 (cont'd)

The Noise Analysis recommends the following feasible mitigation measures which must be adopted:

1. Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.
2. The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.
3. Notify surrounding homeowners of expected, specific construction related noise impacts.

JS-32

In addition, the following mitigation measures, not mentioned in the Noise Analysis, should be adopted:

4. When technically feasible, electrical construction equipment should be utilized.
5. During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.

JS-33

Additionally, the DEIR improperly adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA or greater. This is an improper and inaccurate assumption and is certainly not supported by Appendix G of the *CEQA Guidelines* as stated in the DEIR. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance…." Here, 60 dBA is the standard for residential uses and noise levels will be in excess of this standard. JS-34

In terms of ground-borne vibration, there is no evidence pointed to in the DEIR that shows that vibrations would be less than significant even though heavy equipment used during construction "could potentially generate groundborne vibration impacts." Instead the DEIR makes the conclusory statement of insignificance without data or analysis to support such a determination. The DEIR also only mentions vibration impacts to *buildings* when it should also look at impacts to people. Therefore, the DEIR again fails as an informational document. JS-35

<u>Operational - Cumulative Impacts:</u>

As previously discussed, the DEIR fails to look at all cumulatively related projects. This is improper. JS-36

The DEIR finds that the cumulative effects on existing roadways will cause an increase in noise levels of up to 9.5 dB, yet, the DEIR improperly concludes that since the impact from the Project *on its own* is less than 3 dBA that the cumulative impact is not significant. Again, this analysis is completely improper. An increase of 3 dBA is <u>not</u> the threshold of significance adopted for the project. The threshold of significance is whether the project would result in "exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance ...." Again, that standard for residential uses is 60 dBA and noise levels will be in excess of this standard. For example, with the project, noise levels 100 feet from Redlands Boulevard south of the SR-60 eastbound off-ramp will reach 69.3 dBA and noise levels 100 feet from SR-60 will range from 82.1 to 83.9 dBA. Further, the project will cause noise levels to *increase over levels without the project* at numerous roadway segments. This is a significant impact for which all feasible mitigation must be required. JS-37

Additionally, the Noise Analysis uses noise measurements previously taken at the G.I. Trucking facility in Pomona, California, although neither the Noise Analysis nor the DEIR provide information on this facility in order to show that the activity at the G.I. Trucking facility is comparable to that which would occur at this Project. Therefore the analysis is inadequate to determine the accuracy of potential noise impacts. JS-38

The following feasible mitigation measures must be adopted as recommended in the Noise Analysis: JS-39

1. All trucks, tractors and forklifts shall be operated with proper operating and well maintained mufflers.
2. Maintain quality pavement conditions that are free of bumps to minimize truck noise.
3. Limit the number of idling trucks on the southeastern portion of the site.

Traffic and Circulation:

Interstate 15 ("I-15") and Interstate 215 ("I-215") provide access to the Project area and will most certainly be used to access the Project site. Yet, the DEIR fails to assess the impacts this Project will have on I-15 and I-215 and fails to provide feasible mitigation for projected increased traffic congestion to I-15 and I-215. In order to mitigate for the substantial impacts to these Interstates, mitigation must be included which requires the Project to contribute a fair share to CALTRANS in order to support implementation of improvements to the I-15 and I-215. JS-40

Numerous mitigation measures require that the project participate in fee programs, namely the TUMF and DIF Programs. While payment of fair share fees can be appropriate mitigation for cumulative traffic impacts, they are only adequate when there is an existing program, and that program is adequately funded. The DEIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project. The DEIR also fails to provide information as to the availability of existing fee programs and the financial capability of these programs to actually fund the required improvements for this project. JS-41

The traffic impact mitigation relying on the DIF program is inadequate and is not certain to mitigate traffic impacts. The City announced several months ago that the DIF fees were inadequate to actually construct all required improvements. At that time, the DIF fees were underfunded by approximately 50%. In addition, at the August 18, 2009 City Council Hearing, the City further reduced DIF fees, further increasing the shortfall. There is absolutely no evidence in the record to show that the existing program is adequately funded.

Additionally, these measures do not indicate when the fees will be paid. If required to be paid at the time of construction, the amount could be non-representative of the project's "fair share" in the future. Accordingly, there is absolutely nothing to indicate that the traffic mitigation needed can actually be completed, that mitigation will bring levels of service to acceptable levels, or that there will be adequate funding to install the improvements prior to their need. JS-41 (cont'd)

Therefore, the following mitigation measures should also be adopted:

1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.*
2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site.*
3. Reroute construction trucks away from congested streets and sensitive receptor areas.*
4. Configure construction parking to minimize traffic interference.*
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.*
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite. *
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.*
8. Provide shuttle service to transit stations/multimodal centers for the construction crew.*
9. Improve traffic flow by traffic synchronization.

JS-42

Again, the cumulative analysis of traffic impacts is insufficient as it fails to consider numerous projects as previously discussed. JS-43

Water Supply/Sewer:

The DEIR improperly looks to potable water demand of the project (44 acre feet per year) to determine less than significant impact on water supply, instead of total water demand. The DEIR states that the "EMWD has determined that it will be able to provide adequate water supply to meet the **potable** water demand for the project…." There is no analysis of the impact of any additional water for the Project on diminishing water supplies for other uses such as agricultural uses, despite the fact that agricultural users have been put on mandatory water reductions because of water shortages. JS-44

The DEIR fails to examine impacts from global warming and climate change to water supplies. Specifically, the DEIR does not account for decreased snow pack, expected levee failure, and salinity intrusion into coastal water tables, especially with the State Water Project. Additionally, the state-wide drought and low availability of water throughout southern California will cause water supply to likely be much lower than projected, and the project may have a very significant impact. JS-45

In order to mitigate for these significant impacts, the following mitigation measures should be adopted: JS-45 (cont'd)

1. Install permeable pavement in car parking areas.
2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.

Hydrology and Water Quality:

As discussed in the Preliminary Hydrology Study, on page 6, in order to mitigate for impacts from runoff, the project should be required to "clean the sediment build up in the existing triple 60" pipes crossing under the 60 freeway as well as the existing 60" Pipe outleting into the Redlands Blvd. westerly drainage ditch. This mitigation measure must be included in the DEIR. JS-46

The DEIR fails to analyze the impact at the southwesterly corner of the Project site if the future drainage improvements that are to eventually be constructed "by others in association with eventual bridged crossing of the Quincy Channel" are not constructed or construction is delayed. The DEIR fails to indicate when these drainage improvements are to be constructed and how they will be funded. JS-47

Cultural Resources:

The DEIR fails to provide adequate information to evaluate whether prehistoric resources will be impacted as a below ground investigation was not conducted, merely a surface study, even though most prehistoric resources would be expected to be discovered underground and prehistoric resources have been identified at numerous sites within one mile of the Project site. JS-48

Additionally, the mitigation measures provided to reduce cultural resources below a level of significance are insufficient and uncertain. CEQA prefers that underground cultural resources be preserved in situ whenever possible, yet this Project fails to account for this or require mitigation which requires that resources be preserved underground. MM 4.7.1 and 4.7.3 permit only temporary halts upon discovery of cultural resources, although longer halts and delays may be necessary to properly record and remove resources. These mitigation measures state that this delay is meant to "avoid construction delays." Therefore, it is likely that the cultural resources located onsite will be unearthed, damaged, improperly recorded, etc. in order to not inconvenience construction. JS-49

Further mitigation is feasible. The mitigation measures should give the cultural resources monitor the power to halt construction for as long as necessary in order to properly unearth and remove resources, not merely do a piecemeal salvage job. Further, some option to preserve the resources in situ should be provided in the event of the discovery of extensive cultural resources. JS-50

Biological Resources:

The DEIR and biological survey conclude, without providing adequate evidence or analysis, that although common wildlife would potentially be impacted by loss of this ruderal agricultural land, that this impact would not be significant. This is a conclusory statement not supported by evidence in the DEIR. The development of farmland and open space results in a loss of habitat and in turn, wildlife. The impacts to biological resources must be accurately analyzed and mitigated. JS-51

Aesthetics:

The Project is expected to change scenic vistas and cause a significant and unavoidable aesthetic impact and cumulatively result in a substantial adverse effect on scenic views in the Project area. In an attempt to mitigate these effects, the Project should be required to conduct off-site mitigation and preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County. JS-52

Project Alternatives:

CEQA requires that an EIR consider a reasonable range of project alternatives that lessen significant project impacts and meet basic project objectives. In this case, the DEIR fails to satisfy this mandate by not analyzing a "reasonable range" of alternatives because besides the no-project alternatives, the DEIR only actually considers the Reduced Intensity Alternative and Alternative Site 5. Further, Alternative Site 5 would not lessen significant project impacts. Although mentioned in the DEIR, Alternative Sites 1, 2, 3, and 4 were not actually considered as these sites are unavailable since other development is already planned for these sites. Further, any rejection of project alternatives has to be supported by findings supported by substantial evidence and this evidence does not appear in the record. JS-53

Thank you for your consideration.

Sincerely,

Raymond W. Johnson, Esq. AICP
JOHNSON & SEDLACK

Encl: Exh (11)

EXHIBITS

(1) Moreno Valley New Project Maps with Commercial Development Activity, New Housing and Planned New Housing. (Accessed from the City of Moreno Valley website, December 2, 2010).

(2) Moreno Valley Residential Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(3) Moreno Valley Commercial Development Projects. (Accessed from the City of Moreno Valley website, December 2, 2010).

(4) Final Environmental Impact Report, Moreno Valley General Plan: 5.8, Agricultural Resources. (July 2006).

(5) California Air Pollution Control Officers Association. (January 2008) *CEQA & Climate Change: Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act.*

JS-54

(6) Bay Area Air Quality Management District. (December 7, 2009) *California Environmental Quality Act Guidelines Update, Proposed Thresholds of Significance.*

(7) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 4.0 Construction Noise Criteria and Descriptors.*

(8) U.S. Department of Transportation, Federal Highway Administration. (August 2006) *Construction Noise Handbook, Chapter 9.0 Construction Equipment Noise Levels and Ranges.*

(9) U.S. Department of Housing and Urban Development. (March 1985) *The Noise Guidebook.*

(10) Suter, Dr. Alice H., Administrative Conference of the United States. (November 1991) *Noise and Its Effects.*

(11) Federal Interagency Committee on Urban Noise. (June 1980) *Guidelines for Considering Noise in Land Use Planning and Control.*

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Johnson & Sedlack, an Environmental Law firm representing plaintiff environmental groups in environmental law litigation, primarily CEQA.

City Planning:

Current Planning

- Two years principal planner, Lenexa, Kansas (consulting)
- Two and one half years principal planner, Lee's Summit, Missouri
- One year North Desert Regional Team, San Bernardino County
- Twenty-five years subdivision design: residential, commercial and industrial
- Twenty-five years as applicants representative in various jurisdictions in: Missouri, Texas, Florida, Georgia, Illinois, Wisconsin, Kansas and California
- Twelve years as applicants representative in the telecommunications field

General Plan

- Developed a policy oriented Comprehensive Plan for the City of Lenexa, Kansas.
- Updated Comprehensive Plan for the City of Lee's Summit, Missouri.
- Created innovative zoning ordinance for Lenexa, Kansas.
- Developed Draft Hillside Development Standards, San Bernardino County, CA.
- Developed Draft Grading Standards, San Bernardino County.
- Developed Draft Fiscal Impact Analysis, San Bernardino County

Environmental Analysis

- Two years, Environmental Team, San Bernardino County
  - Review and supervision of preparation of EIR's and joint EIR/EIS's
  - Preparation of Negative Declarations
  - Environmental review of proposed projects
- Eighteen years as an environmental consultant reviewing environmental documentation for plaintiffs in CEQA and NEPA litigation

JS-55

Representation:

- Represented various clients in litigation primarily in the fields of Environmental and Election law. Clients include:
  - Sierra Club
  - San Bernardino Valley Audubon Society
  - Sea & Sage Audubon Society
  - San Bernardino County Audubon Society
  - Center for Community Action and Environmental Justice
  - Endangered Habitats League
  - Rural Canyons Conservation Fund
  - California Native Plant Society
  - California Oak Foundation
  - Citizens for Responsible Growth in San Marcos
  - Union for a River Greenbelt Environment
  - Citizens to Enforce CEQA
  - Friends of Riverside's Hills
  - De Luz 2000
  - Save Walker Basin
  - Elsinore Murrieta Anza Resource Conservation District

Education:

- B. A. Economics and Political Science, Kansas State University 1970
- Masters of Community and Regional Planning, Kansas State University, 1974
- Additional graduate studies in Economics at the University of Missouri at Kansas City
- J.D. University of La Verne. 1997 Member, Law Review, Deans List, Class Valedictorian, Member Law Review, Published, Journal of Juvenile Law

JS-55 (cont'd)

Professional Associations:

- Member, American Planning Association
- Member, American Institute of Certified Planners
- Member, Association of Environmental Professionals

Johnson & Sedlack, Attorneys at Law
26785 Camino Seco 12/97- Present
Temecula, CA 92590
(951) 506-9925

Principal in the environmental law firm of Johnson & Sedlack. Primary areas of practice are environmental and election law. Have provided representation to the Sierra Club, Audubon Society, AT&T Wireless, Endangered Habitats League, Center for Community Action and Environmental Justice, California Native Plant Society and numerous local environmental groups. Primary practice is writ of mandate under the California Environmental Quality Act.

Planning-Environmental Solutions
26785 Camino Seco 8/94- Present
Temecula, CA 92590
(909) 506-9825

Served as applicant's representative for planning issues to the telecommunications industry. Secured government entitlements for cell sites. Provided applicant's representative services to private developers of residential projects. Provided design services for private residential development projects. Provided project management of all technical consultants on private developments including traffic, geotechnical, survey, engineering, environmental, hydrogeological, hydrologic, landscape architectural, golf course design and fire consultants.

San Bernardino County Planning Department
Environmental Team 6/91-8/94
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Responsible for coordination of production of EIR's and joint EIR/EIS's for numerous projects in the county. Prepared environmental documents for numerous projects within the county. Prepared environmental determinations and environmental review for projects within the county.

San Bernardino County Planning Department
General Plan Team 6/91-6/92
385 N. Arrowhead
San Bernardino, CA 92415
(909) 387-4099

Created draft grading ordinance, hillside development standards, water efficient landscaping ordinance, multi-family development standards, revised planned development section and fiscal impact analysis. Completed land use plans and general plan amendment for approximately 250 square miles. Prepared proposal for specific plan for the Oak Hills community. JS-55 (cont'd)

San Bernardino County Planning Department
North Desert Regional Planning Team
15505 Civic 6/90-6/91
Victorville, CA
(619) 243-8245

Worked on regional team. Reviewed general plan amendments, tentative tracts, parcel maps and conditional use permits. Prepared CEQA documents for projects.

Broadmoor Associates/Johnson Consulting
229 NW Blue Parkway
Lee's Summit, MO 64063
(816) 525-6640 2/86-6/90

Sold and leased commercial and industrial properties. Designed and developed an executive office park and an industrial park in Lee's Summit, Mo. Designed two additional industrial parks and residential subdivisions. Prepared study to determine target industries for the industrial parks. Prepared applications for tax increment financing district and grants under Economic Development Action Grant program. Prepared input/output analysis of proposed race track Provided conceptual design of 800 acre mixed use development.

Shepherd Realty Co.

Lee's Summit, MO
6/84-2-86

Sold and leased commercial and industrial properties. Performed investment analysis on properties. Provided planning consulting in subdivision design and rezoning.

Contemporary Concepts Inc.
Lee's Summit, MO
9/78-5/84
Owner

Designed and developed residential subdivision in Lee's Summit, Mo. Supervised all construction trades involved in the development process and the building of homes.

Environmental Design Association
Lee's Summit, Mo.

Project Coordinator
6/77-9/78

Was responsible for site design and preliminary building design for retirement villages in Missouri, Texas and Florida. Was responsible for preparing feasibility studies of possible conversion projects. Was in charge of working with local governments on zoning issues and any problems that might arise with projects. Coordinated work of local architects on projects. Worked with marketing staff regarding design changes needed or contemplated. JS-55 (cont'd)

City of Lee's Summit, MO
220 SW Main
Lee's Summit, MO 64063
Community Development Director 4/75-6/77

Supervised Community Development Dept. staff. Responsible for preparation of departmental budget and C.D.B.G. budget. Administered Community Development Block Grant program. Developed initial Downtown redevelopment plan with funding from block grant funds. Served as a member of the Lee's Summit Economic Development Committee and provided staff support to them. Prepared study of available industrial sites within the City of Lee's Summit. In charge of all planning and zoning matters for the city including comprehensive plan.

Howard Needles Tammen & Bergendoff
9200 Ward Parkway
Kansas City, MO 64114
(816) 333-4800 5/73-4/75
Economist/Planner

Responsible for conducting economic and planning studies for Public and private sector clients. Consulting City Planner for Lenexa, KS.

Conducted environmental impact study on maintaining varying channel depth of the Columbia River including an input/output analysis. Environmental impact studies of dredging the Mississippi River. Worked on the Johnson County Industrial Airport industrial park master plan including a study on the demand for industrial land and the development of target industries based upon location analysis. Worked on various airport master plans. Developed policy oriented comprehensive plan for the City of Lenexa, KS. Developed innovative zoning ordinance heavily dependent upon performance standards for the City of Lenexa, KS. JS-55 (cont'd)

JOHNSON & SEDLACK

Letter Dated December 6, 2010

Response JS-1

The City disagrees with the commentor's generalized assertions regarding the adequacy of the Westridge Commerce Center Draft EIR. As detailed in the following responses, appropriate and enforceable mitigation of the Project's potentially significant individual and cumulative impacts has been identified within the Draft EIR. As appropriate, additional measures suggested by the commentor have been incorporated to further reduce impacts, but these changes do not alter the conclusions or analysis contained in the DEIR. These mitigation measures, as amended herein, have been carried forward into the Mitigation Monitoring Plan included as Section 4.0 within this Final EIR. Similarly, the commentor's contention that the Project is inconsistent with the City's General Plan is addressed in the following responses.

Response JS-2

This comment incorrectly identifies the "Project Sponsor" as ProLogis. As noted on Draft EIR Page 2-2, the Project proponent is actually Ridge Property Trust. Otherwise, the commentor has accurately summarized the general aspects of the proposed Project and its significant impacts.

Response JS-3

This comment incorrectly infers that the Draft EIR's analysis of cumulative impacts was limited to a limited geographical area surrounding the Project site. In addition to the eleven existing and planned development projects identified in Draft EIR Table 5.1-1 (please refer to Draft EIR Page 5-2), the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be

considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

Affected Draft EIR discussions at Pages 5-1 through 5-25 are revised, as indicated below by **bold underlined text,** providing clarification of considered parameters and geographic scope for each cumulative impact topic.

5.1 CUMULATIVE IMPACT ANALYSIS

CEQA requires that an EIR identify any significant cumulative impacts associated with a project [Guidelines, Section 15130 (a)]. When potential cumulative impacts are not deemed significant, the document should explain the basis for that conclusion. "Cumulative impacts" are defined as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." [*CEQA Guidelines*, Section 15355 (a l)]. Thus, a legally adequate cumulative impact analysis is an analysis of a particular project viewed over time and in conjunction with other related past, present and reasonably foreseeable probable future projects whose impacts might compound or interrelate with those of the project at hand. CEQA notes that the discussion of cumulative impacts should be guided by standards of practicality and reasonableness [Guidelines, Section 15130 (b)]. Only those projects whose impacts might compound or interrelate with those of the project under consideration require evaluation. CEQA does not require as much detail in the analysis of cumulative environmental impacts as must be provided for the project alone.

The Guidelines identify two basic methods for satisfying the cumulative impacts analysis requirement: the list-of-projects methodology and the summary-of-projections methodology. Because each environmental resource is affected by its surroundings in different

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ways, either of the two methodologies, or a combination of both, may be applied to the analysis of cumulative impacts to each resource. For example, because the approval process and construction phase of development typically takes at least one to two years, the list-of-projects method is likely to provide a more accurate projection of growth in the near term. This method may overstate potential cumulative impacts because the considered list-of-projects may include proposals that will never be developed. Similarly, because development proposals are rarely publicly known until within five (5) years of the expected development, the summary-of-projections method provides a more accurate projection of growth over the long term. This method may not accurately predict growth in any given year, but aggregates various growth trends over the long term. Unless otherwise noted, potential cumulative impacts of the Project are considered in the context of known or probable development proposals (related projects) as well as anticipated ambient growth of the City and region.

As noted previously, the Guidelines identify "that only those projects whose impacts might compound or interrelate with those of the Project under consideration require evaluation." In this regard, it is recognized that within the context of the cumulative impacts analysis, varied criteria are employed in determining the scope and type of "cumulative projects" to be considered. For example, the analysis of cumulative traffic impacts evaluates the Project's traffic impacts in the context of other known or probable development proposals that would discernibly affect traffic conditions within the Traffic Impact Analysis Study Area, though such projects may not affect other environmental considerations.

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The manner in which each resource may be affected also dictates the geographic scope of the cumulative impacts analysis. For example, cumulative traffic impacts will typically be localized to the vicinity of a given project site because after a relatively short distance, traffic patterns tend to normalize. Similar considerations factor in evaluating potential cumulative impacts for each of the EIR's environmental topics (Land Use and Planning, Traffic and Circulation, Air Quality, Noise, Water Supply, Hydrology and Water Quality, Cultural Resources, Biological Resources, and Aesthetics).

Unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

Potential cumulative impacts of the Project are considered in the context of known or probable development proposals, as well as anticipated generalized ambient growth of the region. As identified at Table 5.1-1, and illustrated in Figure 5.1-1, a number of current or anticipated "related projects" have been identified within the cumulative scope of the Westridge Commerce Center Project. Related projects have been identified in consultation and coordination with the Lead Agency. . . .

. . . It should be noted that, with the exception of specific Project-related traffic, air quality, noise and aesthetic impacts, which are forecast to remain significant and unavoidable even after application of all feasible

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mitigation, implementation of the mitigation measures identified in this Draft EIR (found in Table 1.10-1) would reduce impacts to a level that is considered less-than-significant.

5.1.1 DISCUSSION OF CUMULATIVE IMPACTS

Potential cumulative impacts for each topic of environmental concern considered in this EIR and associated Initial Study are discussed below. Assessments of potential cumulative impacts are based on development scenarios and growth projections presented in the City's General Plan, related analyses of cumulative impacts presented in the General Plan EIR, as well as potential cumulative effects of the previously-identified related projects.

5.1.1.1 Cumulative Impacts Related to Land Use and Planning

The cumulative impact area when considering potential cumulative land use and planning issues generally includes areas that are currently, or are anticipated to be, subject to provisions of the City General Plan and Zoning Ordinance. These areas include the currently incorporated areas of the City of Moreno Valley and unincorporated areas of the County of Riverside lying within the City's Sphere of Influence.

Implementation of the Westridge Commerce Center Project would result in the introduction of a new industrial use in an area of the City that has, until recently, been largely undeveloped. It is acknowledged that development of the Project would result in a permanent change to the perceived rural character of the Project area. . . .

5.1.1.2 Cumulative Impacts Related to Traffic and Circulation

The cumulative impact area for traffic circulation impacts is generally defined by the Traffic Impact Study Area as detailed within the Project

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Traffic Impact Analysis (EIR Appendix B). This Area includes, but is not limited to potentially affected roadways and intersections within the City of Moreno Valley, and also considers all potentially affected Caltrans and Congestion Management Program facilities.

Project-Specific Impacts Are Reduced To Levels That Are Less-Than-Significant

Project-specific traffic impacts are addressed through implementation of on-site improvements and mitigation to be completed prior to issuance of the first Certificate of Occupancy for the Project. . . .

5.1.1.3 Cumulative Impacts Related to Air Quality

The cumulative impact area for air quality considerations is generally defined by the encompassing Air Basin and boundaries of jurisdictional air quality management agency, in this case, the South Coast Air Basin (SCAB) and the South Coast Air Quality Management District (SCAQMD) respectively. Project emissions within the context of SCAQMD's regional emissions thresholds provide an indicator of potential cumulative impacts within the jurisdictional Air Basin. Impacts to air quality from cumulative projects may occur within the entire Air Basin. Due to the defining geographic and meteorological characteristics of the Air Basin, criteria pollutant emissions that would potentially cumulatively impact air quality would be, for practical purposes, restricted to the Air Basin. Accordingly, the Basin geographic area is the appropriate limit for this cumulative Air Quality analysis. Cumulative localized impacts for pollutants are also considered, and reflect Project air pollutant emissions in the context of ambient air quality conditions more immediate to the Project site.

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Global Climate Change impacts are by definition, cumulative and global in scope.

Construction-Source Pollutant Emissions

EIR Section 4.3, "Air Quality," and EIR Appendix C address potential air quality impacts of the Project. As discussed, even after compliance with all rules and regulations, Project-related construction activities will temporarily result in exceedances of applicable SCAQMD regional thresholds for VOC and NOx. . . .

5.1.1.4 Cumulative Impacts Related to Noise

The cumulative impact area for noise considerations is generally defined as surrounding properties that could receive Project-generated noise (either construction or operational), and would also include roadway corridors affected by Project-related traffic and associated vehicular noise (existing EIR discussion at Page 5-14).

5.1.1.5 Cumulative Impacts Related to Water Supply

The cumulative impact area for water is the Eastern Municipal Water District (EMWD) service area and encompassing Metropolitan Water District (MWD) jurisdiction. Water supply issues germane to the Project including cumulative water supply impacts are comprehensively addressed within The Project Water Supply Assessment, (Eastern Municipal Water District) June 4, 2008. The Project Water Supply Assessment is presented at Draft EIR Appendix E.

As discussed in Draft EIR Section 4.5, potential cumulative impacts attributable to water demands of the Project are adequately planned and provided for under local and regional water management plans. . . .

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5.1.1.6 Cumulative Impacts Related to Hydrology and Water Quality

The cumulative impact area for hydrology/water quality impact considerations is generally defined as the area encompassed by the jurisdictional Regional Water Quality Control Board (RWQCB), in this case the Santa Ana Regional Water Quality Control Board. Local oversight is also provided by the City of Moreno Valley and Riverside County.

Potential hydrology and water quality impacts of the Project are addressed in EIR Section 4.6, "Hydrology and Water Quality." As discussed in the EIR, Project-related storm water management will be realized through a system of on-site detention basins and controlled release of storm waters to existing and proposed drainage facilities. . . .

5.1.1.7 Cumulative Impacts Related to Cultural Resources

The cumulative impact area for prehistoric, archaeological, and historic resources is the Perris Plain/Perris Valley area (including the Cities of Moreno Valley and Perris, and surrounding unincorporated communities). Impacts to any cultural resources within the Perris Plain/Perris Valley area would be site-specific. In the event that similar resources are encountered at any other project sites, specific mitigation measures would be applied before development could proceed.

As discussed in Draft EIR Section 4.7, potential impacts to cultural resources are determined to be less-than-significant as mitigated. . . .

5.1.1.8 Cumulative Impacts Related to Biological Resources

The cumulative impact areas for biological resources are generally defined by available habitat, species' range(s), physical constraints, and other

MV00116157

limiting factors as discussed within the Project Biological Resources Assessment, Draft EIR Appendix G (existing discussion at EIR Page 5-20).

5.1.1.9 Cumulative Impacts Related to Aesthetics

The cumulative impact area for aesthetic impact considerations is generally defined as the city of Moreno Valley General Plan Area. More specific to the Project, cumulative impacts of concern are impacts to views and viewsheds along SR-60 in the Project vicinity.

As presented in EIR Section 4.9, "Aesthetics," new industrial uses proposed by the Project will substantially alter the existing visual sense of the subject property, which is currently a vacant site. . . .

Related development proposals that would potentially interact with Project traffic are summarized in the Draft EIR (Draft EIR at Page 4.2-16) and identified graphically at TIA Exhibit 5-11. The developments referenced by the commentor, including the Moreno Highlands Specific Plan (adopted in 1992), the Aqua Bella Specific Plan (adopted in 2005), and Centerpointe Business Park Project (approved in 2006) are reflected in the City's most recent General Plan Amendment, which was adopted in 2006. Traffic generated by these projects is modeled in traffic planning estimates and projections of the Moreno Valley General Plan buildout condition. As clarified previously in these responses, unless otherwise noted herein, the cumulative impact analysis ultimately evaluates effects of the Project within the context of anticipated buildout of the City as envisioned under the General Plan and related regional plans. Specific cumulative projects have also been identified where this information may be different, more detailed than that provided within the General Plan or applicable regional plans, or where such specific information otherwise benefits the cumulative impact analyses.

MV00116158

Response JS-4

The Draft EIR addresses the Project's consistency with applicable General Plan goals, objectives and policies for each topic of analysis (please refer to Draft EIR Land Use Table 4.1-1 on Pages 4.1-18 through 4.1-20; Traffic and Circulation Table 4.2-8 on Pages 4.2-23 and 4.2-24; Air Quality Table 4.3-4 on Page 4.3-18; Noise Table 4.4-3 on Pages 4.4-10 and 4.4-11; Water Supply Table 4.5-10 on Pages 4.5-24 and 4.5-25; Hydrology and Water Quality Table 4.6-2 on Pages 4.6-13 and 4.6.14; Cultural Resources Table 4.7-1 on Page 4.7-10; Biological Resources Table 4.8-1 on Pages 4.8-11 and 4.8-12; and Aesthetics Table 4.9-1 on Pages 4.9-5 through 4.9-7).

The commentor asserts that "the Project has numerous significant and unavoidable impacts to the safety, health, and well-being of residents throughout Moreno Valley." The Project's significant and unavoidable impacts have been identified as follows: cumulative traffic impacts affecting levels of service at certain intersections, roadway segments and freeway mainline segments; individual and cumulative short-term construction source exceedance of localized air quality thresholds for particulates (PM_{10} and $PM_{2.5}$); individual and cumulative long-term operational emissions exceedances for ozone precursors (VOC and NOx); individual and cumulative short-term construction noise impacts; and individual and cumulative aesthetic impacts related to changes to scenic vistas.

The Draft EIR acknowledges that increased air emissions could affect the health of area residents (please refer to Draft EIR Section 4.3, pages 4.3-4 through 4.3-10 *et al.*). The Draft EIR further acknowledges that the Project's temporary exceedance of the South Coast Air Quality Management District's Localized Significance Thresholds (LSTs) represents a potentially significant impact to sensitive receptors in the Project vicinity for the duration of Project construction. It is noted, however, that these exceedances would affect only one existing residence, located to the south of the Project site at 28855 Fir (future Eucalyptus) Avenue. Although parcels designated for residential land uses are present within the area of LST exceedance, they are largely undeveloped. All other

MV00116159

study area receptor locations (existing residences south of Eucalyptus (future Encilia) Avenue and north of SR-60, and area school sites) are well beyond the area of the Project's temporary LST exceedances for particulate matter. Additionally, the Draft EIR included a Health Risk Assessment which was prepared in order to specifically address potential health risks that could result from exposure to Project-generated Diesel Particulate Matter (DPM). No health risks related to DPM were identified, and potential impacts in this regard were found to be less-than-significant (please refer to Draft EIR pages 4.3-79 to 4.3-86).

Similarly, the potential for long-term increases in noise generation to lead to health impacts are acknowledged in the Draft EIR (please refer to Draft EIR pages 4.4-3 through 4.4-4, *et al*. However, the Draft EIR identified no long-term exceedances of existing noise standards due to Project operations (please refer to Draft EIR pages 4.4-21 through 4.4-26). The significant noise impacts identified in the Draft EIR were the result of Project construction activities, and as such, would be temporary and intermittent.

The Project will implement all feasible mitigation as summarized at revised Table 1.10-1. Notwithstanding, significant impacts are anticipated to occur from Project construction and/or operations. These significant impacts are summarized at EIR Table 1.8-1 (Draft EIR Pages 1.1-17 through 1.1-20). CEQA does not prohibit the Lead Agency from approving a project with significant impacts. As provided for under CEQA Section 15093 subd. (a):

> (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits,

MV00116160

> of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable. General Plan goal, objective, and policies cited by the commentor are provided in their entirety in the following table, along with a discussion of the Project's consistency with each of these provisions.

MV00116161

Goal/Objective/Policy	Project Consistency
Goal 2.2: An organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population, and promote the optimum degree of health, safety, well-being, and beauty for all areas of the community, while maintaining a sound economic base.	**Consistent**. The Project is permitted under the site's current General Plan Land Use Designation, reflecting consistency with the City's goal to establish an organized, well-designed, high quality, and functional balance of urban and rural land uses that will meet the needs of a diverse population. The Project establishes contemporary industrial facilities. As noted at EIR Page 3-5, "[f]inal designs of the Project building will be realized consistent with industrial design requirements and standards identified under Municipal Code Section 9.05.040, "Industrial Site Development Standards." Site plan and design concepts are articulated at EIR Section 3.0, Project Description. Moreover, the Project is required to comply with Development Plan Review provisions established within City of Moreno Valley Municipal Code Section 9.02.030. The Project will contribute to a functional balance by affecting the City's economic base through increased property tax revenues based on improvement of the vacant site. The Project proposes new industrial development within the City, and will create additional job opportunities (temporary construction jobs and as well as permanent warehouse staff and management positions)anticipated to be filled from local employment pools. At buildout, the Project is anticipated to generate up to approximately 900 permanent jobs.
Objective 2.13: Coordinate development activity with the provision of public infrastructure and services to eliminate possible gaps in service provision.	**Consistent.** The Project will provide all necessary infrastructure improvements to ensure safe and efficient operations. As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. Please refer also to the discussion of Project infrastructure presented at Draft EIR Pages 3-21 through 3-23. The Project will also be responsible for providing on-site and off-site roadway infrastructure improvements, prior to the issuance of occupancy permits, as presented at Draft EIR pages 3-7 and 3-8.

MV00116162

Goal/Objective/Policy	Project Consistency
Policy 2.10.14: Preserve or relocate existing mature trees and vegetation where practical. Mature trees shall be replaced when they cannot be preserved or relocated.	**Consistent.** The Project design concept as well as programmed Caltrans improvements to adjacent SR-60 would require elimination of certain mature pine trees existing along the existing northerly boundary of the subject property. That is, these trees will be displaced by Project and Caltrans improvements, and cannot be maintained in place. As discussed at Draft EIR Page 4.9-19, the Project will replace the existing, mature pine trees along its northerly boundary (adjacent to SR-60) with a double-row of new trees, in order to visually screen the Project from the view of freeway travelers. Pursuant to the City's criteria for the removal of mature trees, at least three new trees will be planted in the place of each mature tree that is removed. New trees will be drought-resistant, and will be planted and irrigated in coordination with Caltrans and City requirements.
Policy 2.13.1: Limit the amount of development to that which can be adequately served by public services and facilities, based upon current information concerning the capability of public services and facilities.	**Consistent.** As discussed in the Draft EIR (Pages 1-10 to 1-11), no possible gaps in public services or utilities have been identified in regard to Project implementation. The Project's potential to result in Projects-specific impacts due to insufficient roadway infrastructure have been addressed within the Draft EIR (Section 4.3, "Traffic and Circulation," Mitigation Measures 4.2.1, 4.2.2), and are identifies as less-than-significant as mitigated.
Policy 2.13.3: It shall be the ultimate responsibility of the sponsor of a development project to assure that all necessary infrastructure improvements (including system wide improvements) needed to support project development are available at the time that they are needed.	

It is acknowledged that not every provision of the General Plan was addressed within the Westridge Draft EIR; however, the Lead Agency disagrees with the commentor's assertion that the Draft EIR is thus inconsistent with the General Plan. The results and conclusions of the Draft EIR are not affected.

Response JS-5

The commentor correctly notes that the Draft EIR identifies potential impacts regarding the conversion of farmland to non-agricultural uses to be a less-than-significant impact. However, the comment misconstrues the findings of the City's General Plan in regard

MV00116163

to this issue. As referenced in the discussion of Agricultural Resources analysis from the Moreno Valley General Plan Final Program EIR, which was attached to the commentor's letter and identified by the commentor as "Exhibit 4," and has been included in Appendix A of this Final EIR), the potential loss of agricultural land due to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR) as significant and unavoidable. The GPEIR states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. The Project land uses are consistent land uses reflected in the General Plan, and the Project would not result in impacts to farmlands differing substantively from those considered and evaluated in the GPEIR.

Moreover, relevant CEQA threshold considerations address lands defined as "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Significance." In the case of the Project, the subject site does not qualify as any of these.[8] The mitigation measures identified by the commentor are unnecessary. The results and conclusions of the Draft EIR are not affected.

Response JS-6

This comment is unclear about the nature of the significant impact that will result should the Project's proposed zone change and Municipal Code amendment be

[8]State of California Department of Conservation, Division of Land Resources Protection, Farmland Mapping and Monitoring Program Riverside County Important Farmland 2008 (Sheet 1 of 3) identifies the Project site as "Farmland of Local Importance."

MV00116164

adopted. The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City. The Draft EIR addresses the proposed zone change and Municipal Code amendment as part of the Land Use analysis (please refer to Draft EIR Pages 4.1-20 through 4.1-23. Specifically, the following discussion appears in regard to this topic.

> The Project proposes a change of zone from Business Park to Light Industrial, and the City General Plan envisions and allows for extensive implementation of either or both types of land uses along the southerly edge of SR-60 as it traverses the City. While both types of uses (business park and/or light industrial, including distribution warehouse uses) are provided for under the General Plan, the site's current Business Park zoning designation does not permit these uses within single structures of more than 50,000 square feet. The Light Industrial zone designation requested by the Applicant does permit single structures of more than 50,000 square feet. The impetus of the zone change requested by the Project Applicant is to therefore to allow for construction of a single warehouse use greater than 50,000 square feet in size.
>
> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties. This 250-foot minimum separation shall be increased as required to fully mitigate any

MV00116165

potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties (Draft EIR Pages 4.1-22, 23).

The Draft EIR adequately and appropriately considers all potential land use and planning impacts, consistent with the methods set forth in the CEQA Guidelines. To these ends, the Draft EIR considers all pertinent land use plans, policies, regulations. There is no substantiation or indication that the Project would result in or cause potential interference with animal keeping on nearby properties. The Draft EIR acknowledges that "development of the Project would result in a permanent change to the perceived rural character of the Project area" (Draft EIR Page 5-5). Moreover, zone changes and amendments to the municipal code do not trigger any of the thresholds of significance under CEQA Guidelines Appendix G.

However, this change is consistent with the existing General Plan designation for the Project site. Further, potential effects on adjacent land uses are minimized by the 250-foot buffer area that would be provided by the Municipal Code amendment referenced above.

With approval of the Project's requested zone change and requested Municipal Code amendment to establish objective standards for the development of Light Industrial uses adjacent to residentially-zoned property, the Project's potential to result in significant land use impacts was determined to be less-than-significant. The results and conclusions of the Draft EIR are not affected.

Response JS-7

Despite the commentor's assertions to the contrary, the Project's air quality analysis does account for construction worker travel to and from the site. As noted in the Draft EIR (Page 4.3-56), "[c]onstruction emissions for construction worker vehicles traveling to and from the Project site, as well as vendor trips are also accounted for within the

MV00116166

Project construction emissions modeling." Worker trips for all construction phases are clearly identified and accounted for in the air quality modeling (see URBEMIS construction emission modeling data in Draft EIR Appendix C. Specifically, please refer to Appendix A of the Project Air Quality Impact Analysis). No indication of zero VMT for construction workers is found. The results and conclusions of the EIR are not affected.

Response JS-8

The commentor states that "all feasible mitigation measures were not adopted . . . and the mitigation which was adopted does not sufficiently mitigate the impacts and is uncertain to occur." The commentor requests Mitigation Measure 4.3.4 to specifically include zero VOC applications for all "paints, coatings, and solvents."

Draft EIR Mitigation Measure 4.3.4 serves as a formal restatement a of SCAQMD rules. As noted in the Draft EIR (Page 4.3-61), "[i]n order to facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as mitigation measures, and shall be incorporated in all Project plans, specifications and contract documents." Complementing SCAQMD rule compliance, the Draft EIR incorporates additional requirements as mitigation measures. "Additional mitigation required of the Project is identified below, and shall be incorporated in all Project plans, specifications and contract documents." (Draft EIR Page 4.3-62) Mitigation Measure 4.3.8 currently requires Zero VOC paint applications. In response to the commentor's suggestion, Mitigation Measure 4.3.7 is amended to read as follows:

> ~~*Zero Volatile Organic Compounds paints (no more than 150 grams/liter of VOC) and/or High Pressure Low Volume (HPLV) applications*~~***"Zero-Volatile Organic Compounds" paints, coatings, and solvents with a VOC content lower than required under Rule 1113. The Project shall surpass Rule 1113 minimum requirements through specification that VOC content shall not exceed 150 grams/liter; 1.25 pounds/gallon. High Pressure Low Volume***

MV00116167

(HPLV) applications of paints, coatings, and solvents shall be *consistent with South Coast Air Quality Management District Rule 1113. Alternatively, the Applicant shall use materials that do not require painting or are pre-painted.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Other than suggested language modification of SCAQMD rules, the commentor offers no new or revised mitigation for consideration here. Absent specific suggestions or requested revisions, further response in this regard is not possible. The conclusions of the EIR are not affected.

Response JS-9

The commentor appears to misinterpret Air Quality modeling protocols and outputs, stating that " . . . [i]n recommending this mitigation measure, the air quality analysis stated that traffic speeds should be reduced in order to reduce PM_{10} and $PM_{2.5}$ fugitive dust haul road emissions by approximately 44%. Yet, Mitigation Measure 4.3.1 clearly leaves out this, or an even more stringent, performance standard, as required to make the mitigation measure enforceable. Mitigation Measure 4.3.1 should require that traffic speeds be reduced to a level which will reduce dust emissions by 44%."

To clarify, Mitigation Measure 4.3.1 is a formal restatement of SCAQMD Rule 403 provisions. URBEMIS modeling of the Rule application yields a 44 percent reduction in PM_{10} emissions. As suggested by the commentor, additional language specifying on-site speed controls is added to Mitigation Measure 4.3.1:

- ***In support of Project plan specifications and contract document language; and as means of controlling on-site construction vehicle speeds, for the duration of Project construction activities, speed limit signs (15 mph maximum) shall be posted at entry points to the Project***

MV00116168

site, and along any unpaved roads providing access to or within the Project site and/or any unpaved designated on-site travel routes.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-10

The commentor suggests explicit notation indicating required use of available electrical power during construction activities. In response to the commentor's suggestion, Mitigation Measure 4.3.6 is amended as follows:

> *4.3.6 During Project construction, existing electrical power sources (e.g., power takeoffs from existing or temporary power poles) shall be ~~provided for~~* ***utilized to*** *power electric construction tools including saws, drills and compressors, to minimize the need for diesel or gasoline powered electric generators.*

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-11

Please note that introductory language included prior to the introduction of construction-source emissions mitigation measures states: *"To facilitate monitoring and compliance, applicable SCAQMD and CARB regulatory requirements are restated as Mitigation Measures 4.3.1 through 4.3.4 below, and shall be incorporated in all Project plans, specifications and contract documents."*

Existing Mitigation Measure 4.3.2, which read, "[t]he contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper

MV00116169

tune according to manufacturer's specifications and during smog season (May through October) by not allowing construction equipment to be left idling for more than five minutes (per California law)"is deleted and replaced with the following:

> ***4.3.2 The contractor shall minimize pollutant emissions by maintaining equipment engines in good condition and in proper tune according to manufacturer's specifications and by not allowing construction equipment to be left idling for more than five minutes (per California law).***

Response JS-12

The commentor states that "[t]he air quality analysis also states that in order to stabilize the soil and decrease impacts from fugitive dust due to fine and mass grading, a mitigation measure to replace ground cover in disturbed areas 'quickly' should be adopted." In fact, this statement does not appear to be included in the Project Air Quality Analysis. The mitigation input calling for the Project to replace ground cover in disturbed areas quickly is, however, a parameter reflected in the URBEMIS modeling output. Revised Mitigation Measure 4.3.1 is amended to reflect this specific parameter:

- ***Ground cover shall be replaced, and/or non-toxic soil stabilizers shall be applied (according to manufacturers' specifications) to any inactive construction areas (previously graded areas inactive for ten days or more);***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

MV00116170

Response JS-13

The commentor notes that an estimated disturbance area of 13.66 acres per day is reflected in the Air Quality modeling. The commentor suggests that a mitigation measure be included limiting site disturbance to less than 13.66 acres per day. The estimated disturbance of 13.66 acres per day (approximately one-quarter of the Project site) likely overstates actual disturbance and is employed for emissions modeling purposes and to develop mitigation addressing the likely maximum impact scenario. To assume or propose unrealistically limited grading of the site is contrary to CEQA disclosure mandates. Further, due to daily limits on grading, there would be incrementally increased impacts due to extended periods of fugitive dust, extended exposure to construction noise, and extended traffic disturbance. The commentor is referred to EIR Section 5.2.2.1, "Extended Construction Alternative Considered and Rejected," which specifically considers and rejects limited grading of the Project site. To ensure consistency with URBEMIS modeling assumptions, new Mitigation Measure 4.3.1 is revised to include the following specification:

- ***Site disturbance during mass grading and fine grading activities shall not exceed 13.66 acres per day.***

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

Response JS-14

The commentor proposes numerous additional measures (following) as means to reduce Project-related construction-source emissions air quality impacts. Each of these measures is evaluated in the table which follows. Measures offered by the commentor are not required in order to achieve the level(s) of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed

MV00116171

measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

As detailed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to the following text from the Draft EIR:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation (Draft EIR Page 4-2).

It is further noted that in some instances, the commentor proposes additional operational emission measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

MV00116172

Suggested Measure	Response
1. Require the purchase of NOx credits from a qualified broker to offset construction-related air quality impacts.	**Infeasible.** NOx emissions credits are generally applied toward operational emissions at major source facilities (e.g., refineries, power plants, etc.). NOx emissions credits are not commonly used to address short-term construction emissions. It would be impractical to purchase offsets for the Project's construction impacts since the actual amount of construction emissions set forth in the Draft EIR represent an overestimation of actual emissions (i.e., the Air Quality Analysis assumes all construction equipment is operating eight hours per day as a "worst-case" scenario), and because the actual Project construction schedule (duration) is not known with a great deal of certainty and is subject to change based on availability of contractors, equipment, materials, etc. Further, any emission reduction credits would not result in any reduction to construction emissions on-site or in the immediate vicinity of the Project. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
2. Install gravel pads at all access points to prevent tracking of mud onto public roads.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
3. Install and maintain trackout control devices in effective condition at all access points where paved and unpaved access or travel routes intersect.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4. Complete all roadways, driveways, sidewalks, etc. as soon as possible. In addition, lay building pads as soon as possible after grading unless seeding or soil binders are used.	**Incorporated** at revised Mitigation Measure 4.3.1, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. Pave all roads on construction sites as soon as technically possible.	**Infeasible.** It is infeasible and ineffective to pave roads within construction sites or at construction site access points. Such pavement is destroyed in the process of construction and/or is in perpetual state of disrepair. Paving temporary roads within construction areas unnecessarily increases VOC generation, with little or no discernible reduction in other air pollutant emissions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
6. Limit fugitive dust sources to 20 percent opacity.	**Replicates existing requirements.** Please refer to SCAQMD Rule 403.
7. The contractor or builder shall designate a person or person(s) to monitor the dust control program and	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

MV00116173

Suggested Measure	Response
to order increased watering, as necessary, to prevent transport of dust offsite.	
8. Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The person shall take corrective action within 24 hours.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Require high pressure injectors on diesel construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Restrict engine size of construction equipment to the minimum practical size.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Use electric construction equipment where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
12. Substitute gasoline-powered for diesel powered construction equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Require use of alternatively fueled construction equipment, using, e.g., compressed natural gas, liquefied natural gas, propane or biodiesel.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Implement activity management techniques including: a) development of construction management plan to minimize the number of large construction equipment operating during any given time period; b) scheduling of construction truck trips during non-peak hours to reduce peak hour emissions; c) limitation of the length of construction work-day period; and d) phasing of construction activities.	**Not required, counterproductive.** Construction contractor(s) employ techniques and procedures so as to provide for the most efficient operation of their construction activities. No demonstrated or suggested nexus between the suggested measures and project impacts. The commentor indicates further that this measure would reduce greenhouse gas emissions; however, none of the measures would demonstrably reduce total greenhouse gas emissions. As also discussed in these responses, measures acting to prolong construction (e.g., restricted use of equipment, limitation of the length of construction work-day period; phasing of construction activities) tend to increase rather than decrease environmental impacts due to extended and periods of disturbance.
15. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
16. Use electricity from power poles rather than temporary diesel power generators.	**Replicates existing requirements.** This requirement is currently reflected at EIR Mitigation Measure 4.3.6, presented , in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South

MV00116174

Suggested Measure	Response
formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	Coast Air Quality Management (District representatives James Koizumi and Steve Smith) confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
18. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ride-sharing program for the construction crew has been encouraged and will be supported by contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
19. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
20. Provide shuttle service to food service establishments/commercial areas.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
21. Provide shuttle service to transit stations/multimodal stations.	**Incorporated.** Shuttle services for construction workers provided pursuant to revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
22. Utilize only CARB certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
23. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan.".

MV00116175

Suggested Measure	Response
24. Extend grading period sufficiently to reduce air quality impacts below a level of significance.	**Infeasible, counterproductive.** Extending the grading schedule would (1) increase the Project's grading costs; (2) hinder effective management, organizing, and scheduling of construction tasks; and (3) result in adverse environmental trade-offs as a result of prolonged disturbance in the Project area, including but not limited to: extended periods of increased noise levels; prolonged generation of fugitive dust and VOCs; increased erosion exposure and associated water quality issues; and additional traffic disturbances associated with on-site construction activities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

Response JS-15

The commentor states: "[t]he Air Quality Analysis for operational emissions fails to note the variances from default values which are standard for the SCAQMD that were used when conducting the URBEMIS Analysis. Further, the total number of trips analyzed in the air quality section (1,585.22) was over 54% less than the total number of trips estimated in the traffic analysis (2,930). This renders the DEIR inadequate as an informational document as it does not allow one to accurately assess the Project impacts."

It appears that the commentor has incorrectly interpreted and applied default URBEMIS values. SCAQMD does not typically conduct project-level URBEMIS modeling for other than their own projects. Moreover, default values are just that, the "default" condition. Changes to default values are appropriate when specific Project attributes or operational characteristics are known, as is the case for the Project. In this regard, the Air Quality analysis specifically recognizes vehicle types and trip generation characteristics of the Project. Known vehicle trip generation characteristics provide a more accurate assessment of Project vehicular-source emissions impacts than does application of default URBEMIS values.

MV00116176

The commentor appears to misinterpret and misapply vehicle trip generation characteristics and their use in developing estimated air pollutant emissions impacts vis-à-vis use of trip generation estimates for the purposes of traffic modeling. More specifically, as noted in the Project Air Quality Analysis, Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. The Project related operational air quality impact centers primarily on the approximate 1,585 net vehicle trips generated by the Project (at project buildout). Trip characteristics available from the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009, included in Draft EIR Appendix B) were utilized in this analysis. It should be noted that the Project's traffic study presents the total Project vehicle trips in terms of Passenger Car Equivalents, or PCEs (the 2,930 PCE value cited by the commentor) in an effort to recognize and acknowledge the effects of heavy vehicles at the study area intersections. For purpose of the air quality study, emissions were calculated based on the type of vehicle (e.g., passenger cars and trucks) a more detailed discussion of how the actual number of vehicles were programmed into the model is presented in Draft EIR Appendix C. Specifically, page 37 of the Project Air Quality Analysis refers to its own Appendix B for review. Parallel information is provided in the Draft EIR, and reprinted below for ease of reference.

> 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and

MV00116177

> acknowledging physical size differences in vehicles and related effects on roadways and at intersections (Draft EIR Page 4.2-19).

Project operational (vehicular) impacts are dependent on both overall daily vehicle trip generation and the effect of the Project on peak hour traffic volumes and traffic operations in the vicinity of the Project. Assessment of the Project's operational air quality impact centers primarily on the approximately 1,585 net vehicle trips generated by the Project (or, the arithmetic sum of truck and passenger vehicle trips). Trip generation characteristics for the Project are presented in Draft EIR Appendix B, the *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads, Inc., October 8, 2009). The results and conclusions of the Draft EIR are not affected.

Response JS-16

The commentor notes discrepancies between the Draft EIR text and the Air Quality Study regarding vehicle trip length and vehicle speed employed in the LST analysis. Notwithstanding, the quantified LST emissions impacts reported in the Draft EIR (Table 4.3-12) are consistent with the LST values presented in the Air Quality Analysis (Table 4-5). The typographic error at Draft EIR Page 4.3-68 is corrected (below) consistent with the described trip length/vehicle speed reported in Air Quality Analysis.

> Therefore, for purposes of the operational LST analysis the average trip length in URBEMIS was altered to ~~0.5~~ **0.3** miles which conservatively characterizes on-site vehicle travel. Additionally, the vehicle speed in URBEMIS was altered to ~~five~~ **ten** miles per hour as a conservative measure to account for on-site vehicular travel.

These corrections have been incorporated in Final EIR Section 2.0, "Revisions and Errata." The results and conclusions of the Draft EIR are not affected.

MV00116178

Response JS-17

The commentor provides opinions regarding the efficacy of mitigation proposed as means of reducing Project operational NOx and VOC emissions. It is important to note that substantially all of the estimated NOx emissions are from mobile sources – principally vehicle exhaust, and vehicle tail pipe source emissions are regulated by CARB and USEPA. The Lead Agency cannot control emissions from the tailpipes of vehicles traveling to/from the facility.

In addition, the Project is compliant with the SCAQMD's attainment plans, as the use of the site for industrial purposes was included in the previous SCAQMD's ozone and PM attainment plans. The Project implements all feasible mitigation measures and complies with all applicable CARB and SCAQMD Rules directed toward reduction of NOx and VOC emissions. The Lead Agency will however, adopt and implement EIR mitigation measures that minimize vehicle emissions generated on-site and by employees, but those vehicle miles are minor compared with the total vehicle miles used in the studies; and further, URBEMIS does not account for any reductions for those measures.

The Draft EIR clearly states that even with application of proposed mitigation, Project operational NOx and VOC emissions will exceed applicable SCAQMD regional thresholds. Should the Project be approved, the Lead Agency is required to adopt a Statement of Overriding Considerations acknowledging Project exceedances for operational-source NOx and VOC emissions.

Response JS-18

The commentor arbitrarily suggests a 30 percent increase in energy efficiency beyond the requirements provided under Title 24 Building Energy Efficiency Standards, inferring a somehow substantial resultant decrease in NOx emissions. Consistent with the provisions of Executive Order, S-20-04 (CA 2004),which sets a goal of reducing energy use in public and private buildings by 20 percent by 2015 (as compared with

MV00116179

2003 levels), the Project will achieve a minimum 20 percent increase in building efficiencies beyond Title 24 requirements (please refer to Mitigation Measure 4.3.11).

As noted previously, the predominance of Project operational NOx emissions are vehicle-generated, and beyond the control of the Applicant or Lead Agency. Any reduction in NOx emissions resulting from increased building/facility energy efficiencies would be, at best, nominal. Even assuming "zero" NOx emissions from building/area sources, NOx emissions would be reduced by approximately 0.09 to 0.11 percent (0.0009 to 0.0011), and would still exceed applicable SCAQMD regional thresholds. No additional Title 24 enhancements are proposed, nor are any required. Results and conclusions of the EIR are not affected.

Response JS-19

The commentor proposes numerous additional measures as a means to reduce Project-related operational-source air quality impacts. Each of these measures is evaluated in the Table which follows. While the suggested measures may in part act to generally reduce Project impacts, none of the measures are required in order to achieve the levels of mitigation identified in the Draft EIR. Moreover, the commentor provides no indication as to the efficacy of the proposed measures in reducing Project impacts, nor is nexus provided between the proposed measures and their implied environmental benefit vis-à-vis Project impacts.

With specific regard to proposed measures targeting GHG emissions reductions, arguably, the proposed measures may prove of little net benefit, while imposing significant cost and economic burdens. Case studies have indicated that GHG measures implemented to date have yielded marginal benefits when compared to economic costs. Moreover, premature implementation of unproven measures would be detrimental by diverting resources that could be made available to other, more effective strategies. Please refer also to the attached: *The AB 32 Challenge: Reducing*

MV00116180

California's Greenhouse Gas Emissions (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008.

As discussed in the Table which follows, in certain instances, the measures proposed by the commentor would likely result in net increased detrimental environmental effects (e.g., suggested prolonging of construction activities, premature implementation of unproven technologies to address GHG emissions). Certain other suggested "mitigation measures" proposed by the commentor replicate existing policies/requirements/regulations, and are not mitigation. Please refer also to Draft EIR Page 4-2:

> . . . In some cases, these impacts may appear to be potentially significant. However, existing public policies, regulations, and procedures adequately address these potential effects, thereby reducing them to a less-than-significant level, without the need for additional mitigation. . . .

It is further noted that in some instances, the commentor proposes additional measures as means of further reducing environmental impacts that are already determined to be less-than-significant, or less-than-significant with application of measures already included in the Draft EIR. These measures proposed by the commentor are not included as mitigation, though the Lead Agency may, at its discretion, impose these additional requirements; typically through Project Conditions of Approval. Lastly, the Lead Agency's experience with many of the measures suggested by the commentor indicates that while good in concept, the suggested measures prove to be ineffective, or otherwise inordinately cumbersome in their application; to the extent, that the measures cannot be realistically or practically implemented. Accordingly, such measures are noted as recommendations, but are not required.

MV00116181

Suggested Measure	Response
1. Require the utilization of zero VOC paint, coatings and solvents.	**Incorporated.** This requirement is reflected at EIR Mitigation Measure 4.3.7, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan." Mitigation Measure language has been revised as suggested by SCAQMD.
2. Require the purchase of NOx credits from a qualified broker to off-set construction-related air quality impacts.	**Infeasible.** Please refer to Response JS-14, item No. 1.
3. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall become a SmartWay partner.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
4.The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 20% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 90%of all long haul trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
5. The operator of the primary facilities (buildings of 400,000 s.f. or more) shall incorporate requirements or incentives sufficient to achieve at least 15% per year (as a percentage of previous percentage, not total trips) increase in percentage of long haul trips carried by SmartWay carriers until it reaches a minimum of 85% of all consolidator trips carried by SmartWay 1.0 or greater carriers. Results including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. By the end of the year 2012 all fleet vehicles shall conform to 2010 air quality standards or better. Results, including backup data shall be reported to the Planning Department semi-annually.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
7. Install catalytic converters on gasoline-powered equipment.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

MV00116182

Suggested Measure	Response
8. Alternative diesel fuels exist that achieve PM_{10} and NOx reductions. PuriNOx is an alternative diesel formulation that was verified by ARB on January 31, 2001 as achieving a 14 percent reduction in NOx and a 63 percent reduction in PM_{10} compared to CARD diesel fuel. It can be used in any direct-injection, heavy-duty compression ignition engine and is compatible with existing engines in existing storage, distribution, and vehicle fueling facilities. Operational experience indicates that little or no difference in performance and start-up time, no discernable operational differences, no increased engine noise, and significantly reduced visible smoke.	**Infeasible.** The Lead Agency has determined that Lubrizol, the producer of PuriNox ceased production of PuriNox in December 2006. Furthermore, conversations with South Coast Air Quality Management District representatives James Koizumi and Steve Smith confirmed that PuriNox is not expected to be commercially available in the foreseeable future. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
9. Electrical powered equipment must be utilized in-lieu of gasoline-powered engines where technically feasible.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
10. Require each user to establish a carpool/vanpool program.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
11. Provide on-site child care or contribute to off-site child care within walking distance.	**Infeasible, counterproductive.** Childcare facilities are not compatible with the proposed industrial warehouse uses. Moreover, there is no demonstrated nexus with Project-related operational emissions impacts requiring or suggesting implementation of childcare facilities. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
12. Provide preferential parking for carpool/vanpool vehicles.	**Replicates existing requirements.** Preferential parking for carpools/vanpools is currently required pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
13. Provide secure, weather-protected bicycle parking for employees.	**Incorporated** at revised EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
14. Provide direct, safe bicycle access to adjacent bicycle routes.	**Replicates existing requirements.** Direct, safe bicycle access is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
15. Provide showers and lockers for employees bicycling or walking to work.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

MV00116183

Suggested Measure	Response
16. Short-term bicycle parking for retail customers and other non-commute trips.	**Replicates existing requirements.** The Project does not propose retail uses. Bicycle parking is currently provided pursuant to Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
17. Connect bicycle lanes/paths to city-wide network.	**Replicates existing requirements.** Bicycle path connections are currently provided pursuant to EIR Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
18. Design and locate buildings to facilitate transit access, e.g. locate building entrances near transit stops, eliminate building setbacks, etc.	**Infeasible, counterproductive.** No transit stops exist proximate to the Project site such that building orientation would have any material effect on use of, or access to transit. Elimination of building setbacks as suggested would increase potential air quality, noise and visual impacts when compared to the Project as proposed. The suggested measure is not germane to the Project, and is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
19. Prohibit idling of trucks for periods extending three minutes.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.11 currently prohibits the idling of trucks for more than three (3) minutes.
20. Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc.	**Not required per Responsible Agency.** Riverside Transit Agency (RTA) provides fixed-route bus service regionally along SR-60, and locally via Moreno Beach Drive, allowing for the possibility of future connections near the Project site. The Lead Agency has coordinated with RTA and determined that installation of a bus stop or turn-out will not be required of the Project.
21. Provide shuttle service to food service establishments/commercial areas.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
22. Provide shuttle service to transit stations/multimodal centers.	**Replicates existing requirements.** EIR Mitigation Measure 4.3.13 currently includes provisions for shuttle services.
23. Implement parking fee for single-occupancy vehicle commuters.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
24. Implement parking cash-out program for non-driving employees.	**Not applicable.** In that there is no current or proposed parking subsidy, there is no available parking "cash out" resource or mechanism. As noted herein, other tenable incentives are provided as means of reducing vehicle trips.

MV00116184

Suggested Measure	Response
25. Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.	**Replicates existing requirements.** The site is not currently provided transit service, nor is pedestrian access to the nearest transit stop possible at this time. Pursuant to the requirements of the City's Master Plan of Trails, the Project will dedicate and construct an 11-foot wide community trail segment along the southerly Project boundary, on the north side of Fir Avenue (future Eucalyptus Avenue). Upon development of the adjacent parcel(s), the trail is planned to continue off-site to the east and to the west, as part of the future Quincy Channel overcrossing.
26. Implement a compressed workweek schedule where feasible.	**Incorporated** at revised Mitigation Measure 4.3.13.
27. Provide electrical vehicle (EV) and compressed natural gas (CN) vehicles in vehicle fleets.	**Incorporated** at revised Mitigation Measure 4.3.13.
28. Install EV charging facilities for a minimum of 10% of all parking spaces.	**Infeasible.** The Project will provide, at minimum, two EV charging stations, as required by Mitigation Measure 4.3.13. There is no demonstrable evidence that installation of additional EV charging facilities would substantially reduce or eliminate the Project's operational emissions because chargeable electric vehicles represent a small percentage of vehicles on the road. Moreover, on a regional basis, increased power demands at electrical outlets/EV charging stations tend to increase power plant emissions, acting to offset any potential emissions reductions from individual sources such as motor vehicles. Further, it is noted that next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.

MV00116185

Suggested Measure	Response
29. Install a CNG fueling facility.	**Infeasible.** As noted above, next generation transportation technologies are in flux. It is premature, inefficient and counter-productive to assign substantial assets to predetermined transportation solutions. Further, for CNG fuel to be a reasonable alternative to diesel fuel for the logistics industry, a reasonable distribution network must be in place so that drivers can be assured that they can re-fuel when making deliveries across the region. No such distribution system is presently in place nor is one likely to be developed in the near future. The installation of a stand-alone CNG fueling facility at this location would provide no benefit because no reasonable distribution system is in place. CNG-fueled vehicles have been found to be most useful for limited range, closed-circuit usage such as municipal fleets (refuse collection, city vehicles, and buses), taxi fleets, and local delivery services. Lastly, as with the commentor's suggestion for EV facilities, the installation of a CNG fueling facility is unlikely to substantially reduce or eliminate the Project's operational emissions because CNG vehicles represent a small percentage of vehicles on the road. Furthermore, the Draft EIR has not evaluated the potential environmental impacts related to the construction and operation of a CNG fueling facility. A Lead Agency is under no obligation to impose Mitigation Measures that in and of themselves may constitute a new "project" for purposes of CEQA. (See e.g., *Concerned Citizens of South Central L.A. v. Los Angeles Unified School District*, 24 Cal.App.4th, 826 (1994)). The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible.
30. Provide preferential parking locations for EVs and CNG vehicles.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
31. Utilize electrical equipment for landscape maintenance.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
32. Utilize only CARB-certified equipment for construction activities.	**Replicates existing requirements.** As a matter of California law, all construction equipment, whether or not it is used for this Project, is required to meet California Air Resources Board (CARB) emissions standards.
33. All forklifts shall be electric or natural gas powered.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
34. Provide subsidies or incentives to employees who use public transit or carpooling, including preferential parking.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

MV00116186

Suggested Measure	Response
35. Plant shade trees in parking lots to provide minimum 50% cover to reduce evaporative emissions from parked vehicles.	**Replicates existing requirements.** Please refer to City of Moreno Valley Municipal Code 9.17.050 (D) (3).
36. Utilize low pressure sodium fixtures for exterior lighting, including parking lots.	**Replicates existing requirements.** As stated on Draft EIR Page 3-17, the Project site is located within a 45 mile radius of Mt. Palomar Observatory. Consequently, the Project must comply with County Ordinance 655 which requires that all outdoor lighting within the Project area will be provided by low-pressure sodium hooded lights.
37. Utilize electric yard trucks.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
38. All buildings shall be constructed to LEED Platinum standards.	**Not required, no nexus with significant impacts.** As discussed on Pages 3-18 and 5-79 of the Draft EIR, the Project, as a whole, will be developed as a LEED-certified facility. LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). Additionally, the LEED rating system is not the appropriate standard for determining building efficiency. The California Title 24 Building Energy Efficiency Standards are the appropriate baseline. As set forth in the Draft EIR, the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards. There is no requirement for LEED certification as mitigation of Project impacts. While LEED-certified facilities may tend to reduce various environmental effects, LEED certification is a voluntary exercise to be pursued by the Applicant outside of and independent of CEQA mandates.
39. The operator shall meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
40. The operator shall use only freight companies that meet SmartWay 1.25 ratings.	**Incorporated** at revised Mitigation Measure 4.3.13, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
41. The developer shall install photovoltaic solar systems sufficient to offset all electrical usage.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project electrical consumption through use of photovoltaics.

MV00116187

Suggested Measure	Response
42. The developer shall install photovoltaic solar systems sufficient to offset all vehicular emissions.	**Not required, no nexus with significant impacts.** As currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." There is no requirement or demonstrated nexus requiring full offset of Project vehicular emissions through use of photovoltaics.
43. The operator shall purchase only green power.	**Infeasible, not required, no nexus with significant impacts.** Power to the Project will be provided from the locally available electrical grid. The term "green power" is undefined, and moreover the Lead Agency has no practical way to require that power be provided from specified sources, "green" or otherwise. The suggested measure is not capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental and technological factors and is therefore infeasible. There is no requirement or demonstrated nexus requiring the Project to "purchase only 'green power'."

Results and conclusion of the Draft EIR are not affected.

Response JS-20

The commentor appears to misinterpret analysis and conclusions provided in the Project GCC Analysis. More specifically, the commentor misstates that the analysis concludes that the Project ***will*** *[emphasis added]* have a significant effect on the environment.

To further clarify, germane suggested CEQA Guidelines topical questions include:

> Would the project:
>
> a) Generate greenhouse gas emissions, either directly or indirectly, that ***may*** *[emphasis added]* have a significant impact on the environment?

In the absence of worldwide reduction commitments that are fully funded, any project level reduction measures cannot assure that significant effects on global temperatures and sea levels will be fully mitigated. That is, due to the potential global impacts

MV00116188

[beyond the control of the Project] significant GCC impacts may occur even with implementation of the measures set forth in CARB's AB 32 Scoping Plan (see *Climate Change Analysis*, Page 42).

The commentor states that the finding of "less-than-significant" Project GCC impacts is based on non-exceedance of (draft) CARB and SCAQMD GHG emissions thresholds. Though this is the case, the GCC Study clearly states that these thresholds are not applicable to the Project:

> CARB's Draft Threshold Of Significance For Industrial Projects Has Not Been Finalized And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 40).
>
> SCAQMD's Adopted GHG Threshold Applies Only To Projects Where It Is The Lead Agency And Is Not Applicable To The Proposed Project (*Climate Change Analysis*, Page 41).

As discussed in the *Climate Change Analysis*, there are no adopted quantitative GHG emissions thresholds applicable to the Project. Absent such quantified thresholds, the CARB and SCAQMD GHG emissions standards nonetheless provide an indication of current policies and strategic approaches employed in evaluating and addressing GHG emissions and potential GCC impacts, and may portend similar future statewide, regional, and/or local quantified thresholds. The clearly stated threshold considerations applicable to the Project are:

1. Would the proposed project generate GHG that may have a cumulatively significant impact on the environment; and

2. Would the proposed project conflict with GHG reduction measures identified in CARB's AB 32 Scoping Plan.

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As concluded in the *Climate Change Analysis*, the answer to both of the preceding questions is "no," yielding the conclusion that the Project GCC impacts are less-than-significant. Moreover, as also discussed in the *Climate Change Analysis*, Project GHG emissions would not exceed either CARB or SCAQMD GHG emissions thresholds, further supporting the conclusion that the Project GCC impacts are less-than-significant. As a matter of clarification, the abbreviated conclusion presented at Draft EIR Page 4.3-94 is expanded/revised as follows:

> ~~Nonetheless, the Project will not exceed the CARB or SCAQMD proposed quantitative thresholds. Therefore, Project GHG emissions impacts are considered less than significant.~~ **As noted in the preceding discussions, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.**
>
> **In evaluating the potential global climate change impacts of the Project, every attempt has been made to accurately and comprehensively quantify the greenhouse gas emissions associated with the Project. However, a number of inherent limitations are unavoidable in compiling or estimating project-level GHG emissions. Among these limitations, the use of models that measure overall emissions increases without accounting for existing emissions tend to substantially overstate the GHG emissions impacts of a new development projects. This makes an accurate analysis of GHG emissions substantially different from other air quality impacts, where the "addition" of redistributed emissions can make a substantial difference to overall air quality. Notably, not all the vehicular trips that result from the Project will be "new" vehicle trips, but that a majority of these trips already occur elsewhere, and currently generate GHG**

MV00116190

emissions within a global context. For example, the Project will not create entirely new truck trips (globally). However, implementation of the Project would establish a new destination point for trucks already utilizing the area roadway system. Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory.

The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is inferred by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Based on the preceding discussions and supporting analysis provided in the Project Global Climate Change Analysis included at EIR Appendix C, the Project's potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment is less-than-significant.

This revision has been reflected in Final EIR Section 2.0, "Revisions and Errata," and incorporated in the Final EIR's Mitigation Monitoring Program, presented at Section 4.0. Results and conclusions of the EIR are not affected.

MV00116191

Response JS-21

The commentor reiterates the Draft EIR discussion that the CARB and SCAQMD GHG emissions thresholds consider only non-transportation sources. To clarify, the thresholds address all stationary GHG sources, but do not include mobile sources. To a certain extent this limitation on threshold considerations reflect the previously noted limitations involved in attempting to estimate "new" emissions associated with vehicle trips to/from new facilities. Nonetheless, the thresholds and their interpretation and application are correct as stated in the EIR and Project *Climate Change Analysis* (included at EIR Appendix C).

Contrary to the commentor's assertion, the *Climate Change Analysis* is not "deeply flawed" through an omission of mobile-source GHG emissions. Mobile-source emissions are clearly identified and quantified at *Climate Change Analysis,* Page 45, Table 2-4 (27,858.08metric tonsCO2E) and at Draft EIR Table 4.3-18 (Page 4.3-92). Mobile source emissions are not however, by CARB and SCAQMD-defined thresholds, utilized by those agencies in determining GHG emissions significance for their facilities. Project facilities emissions of GHG would not exceed GHG thresholds established by CARB and SCAQMD for their facilities. As noted above, this fact is considered within the entirety of the Climate Change Analysis, and in evaluating the Project's potential GCC impact significance, which is, as correctly concluded in the EIR, less-than-significant.

Response JS-22

The commentor reiterates incorrect calculation and interpretation of Project vehicle trip generation. Please refer to Responses JS-15, JS-20, and JS-21. Results and conclusions of the EIR are not affected.

Response JS-23

The commentor states that "[t]he GHG emission analysis is also deeply flawed in assuming that no new mobile source of emissions will be created by this Project." This

MV00116192

opinion, along with the commentor's related statements and conclusions, are addressed in preceding Responses JS-15, JS-20 and JS-21, which provide clarification regarding mobile-source GHG emissions evaluated and addressed in the EIR. The Draft EIR analyzes both the mobile and stationary GHG emissions associated with the Project. The EIR analysis conservatively does not assume mere redistribution of existing GHG emissions, particularly with regard to vehicle emissions when considered in a global context. Results and conclusions of the EIR are not affected.

Response JS-24

The commentor provides opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable. Commentor opinions and statements are forwarded to the decision-makers for their consideration.

Contrary to commentor opinions and statements, in point of fact, an exhaustive and accurate assessment of the Project's GHG emissions impacts and related potential GCC impacts are presented in the Draft EIR (Pages 4.3-23 through 4.3-47, Pages 4.3-88 through Pages 4.3-111, at al.), and supporting technical Global Climate Change Analysis included at Draft EIR Appendix C. These discussions not only establish Project consistency with the CARB Scoping Plan (one component of the EIR analysis), but also provide detailed discussion of the sources and effects of GHG emissions, consider and evaluate the Project in the context of existing and proposed GHG emissions reductions strategies, and provides an analysis of Project GHG emissions vis-à-vis adopted and anticipated thresholds. Importantly, the analysis provided in the EIR is consistent with applicable CEQA directives:

> Based on the direction provided in Section 15064.4 of the *Guidelines*, a lead agency should make a good-faith effort, based on available information, to describe, calculate, or estimate the amount of greenhouse gas emissions associated with a project. Because the methodologies for

MV00116193

performing this assessment are anticipated to evolve over time, a lead agency shall have discretion to determine, in the context of a particular project, whether to:

1. Use a model or methodology to quantify greenhouse gas emissions associated with a project and which of any available model or methodology to use. The lead agency has discretion to select the model it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should also include a qualitative discussion or analysis regarding the limitations of the particular model or methodology selected for use.

2. Rely on qualitative or other performance based standards for estimating the significance of greenhouse gas emissions (Draft EIR Page 4.3-35).

Substantial evidence provided in the Draft EIR, as summarized above, supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

The commentor notes *recommended* [emphasis added] CARB Scoping Plan Actions, and misinterprets these as Project requirements. The commentor cites specifically, **Action T-7**: Sector-Transportation; Recommended Action-Heavy Duty Vehicle Greenhouse Gas Emission Reduction Measure - Aerodynamic Efficiency; and **Action E-4**: Sector-Electricity and Natural Gas-Recommended Action-Million Solar Roofs. As noted in the Draft EIR (Pages 4.3-99, 4.3-100), the Project will not conflict with applicable recommended Actions. Consistent with other revisions proposed herein, Action T-7, Action E-4 applicability discussions at Page 4.3-102 are deleted and replaced with the following:

MV00116194

- Action T-7 **recommends existing trucks/trailers to be retrofitted with the best available technology and/or CARB-approved technology. Implementation of such a standard is not within the purview of the Project. GHG emissions reductions would be achieved however through standards compliance by vehicles accessing the Project. Further, pursuant to EIR Mitigation Measure 4.3.13, tenants are encouraged to provide incentives to realize Smartway certification, and to use fleet vehicles conforming to CARB 2010 emissions standards or better, thereby reducing GHG emissions. The Project supports, and would not interfere with Action T-7.**

  Action E-4 **promotes solar generated electricity. As discussed within this EIR, the Project design accommodates renewable energy sources, such as photovoltaic solar electricity systems. (Draft EIR Mitigation Measure 4.3.11 requires in part that: *"All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design."*) The Project supports, and would not interfere with Action E-4.**

It is further noted that the AB-32 Scoping Plan merely sets forth concepts, the implementation of which will be refined during the rulemaking process contemplated under AB-32. Thus, merely because Action T-7 recommends that existing trucks/trailers be retrofitted with the best available technology and/or CARB-approved technology; and/or that Action E-4 promotes solar generated electricity does not mean that a given project must require best available technology retrofits; nor install PV solar panels on its roof in order to be consistent with the Scoping Plan.

Please refer also to the complete discussion of Project consistency with applicable recommended CARB Scoping Plan Actions presented at Draft EIR Pages 4.3-98 through 4.3-103. The results and conclusions of the EIR are not affected.

MV00116195

Response JS-25

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor disagrees with finding that Project GHG emissions are not cumulatively considerable, but provides no supporting analysis or evidence. In point of fact, as supported by the discussion in the EIR, the project will not result in significant GHG/GCC emissions impacts, and no mitigation is required. Measures included in the EIR, including those addressing recycling, water conservation, and solar energy systems, therefore further reduce GHG/GCC impacts that, even absent mitigation, are less-than-significant. Commentor's citation to EIR statements that: *"vehicles accessing the site will be in compliance with CARB vehicle standards to the maximum extent feasible"* are not found. Adopted applicable CARB standards are regulatory in nature, and required of all vehicles. Please refer also to the preceding Response JS-24.

Response JS-26

The commentor reiterates opinions on GHG emissions thresholds and GHG emissions reductions strategies. The commentor cites various 2006 CAT Report GHG Emission Reduction Strategies, contending the Project does not support applicable strategies. The commentor incorrectly interprets the strategies as requirements of the Project. Specific citations of the commentor include compliance with CARB vehicle standards, source reduction and recycling, California solar initiative recommendations, and the use of alternative fuels.

The approach suggested by the commentor is not required under the CEQA Guidelines, and is not the approach employed by the Lead Agency here. Comparison of this Project with the CAT strategies and AB-32 Scoping Plan concepts is made for the purpose of evaluating whether the project conflicts with an applicable plan, policy, or regulation adopted for the purposes of reducing emissions of greenhouse gases. That is the applicable threshold under the CEQA Guidelines. Upon determining that the Project does not conflict with these plans, the Lead Agency appropriately concluded

MV00116196

that the impacts are less than significant, and therefore, no mitigation is required. Project support of, and compliance with, applicable 2006 CAT Report GHG Emission Reduction Strategies is presented at Draft EIR Pages 4.3-103 through 4.3-110. With specific regard to Project compliance with CARB vehicle standards, search of the EIR text does not yield the phrase "maximum extent feasible" as suggested by the commentor. EIR discussions of strategies noted by the commentor as excerpted from Draft EIR Table 4.3-20, are presented below.

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Air Resource Board	
Vehicle Climate Change Standards AB 1493 (Pavley) required the state to develop and adopt regulations that achieve the maximum feasible and cost-effective reduction of climate change emissions emitted by passenger vehicles and light duty trucks. Regulations were adopted by the CARB in September 2004.	Enforcement of State regulation is beyond the scope of the Project. The Project will not interfere or conflict with AB 1493 (Pavley).
Other Light Duty Vehicle Technology New standards would be adopted to phase in beginning in the 2017 model.	Enforcement of State standards for Light Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Light Duty Vehicles.
Heavy-Duty Vehicle Emission Reduction Measures Increased efficiency in the design of heavy-duty vehicles and an education program for the heavy-duty vehicle sector.	Enforcement of State standards for Heavy Duty Vehicles is beyond the scope of the Project. The Project will not interfere or conflict with new standards adopted for Heavy Duty Vehicles.
Diesel Anti-Idling In July 2004, the CARB adopted a measure to limit diesel-fueled commercial motor vehicle idling.	Heavy-duty diesel trucks that access the Project site will be required to limit idling to no more than three (3) minutes (EIR Mitigation Measure 4.3.10).
Alternative Fuels: Biodiesel Blends CARB would develop regulations to require the use of 1 to 4 percent biodiesel displacement of California diesel fuel.	When CARB adopts regulations for the use of biodiesel fuel in heavy duty trucks, trucks supplying the commercial uses will comply with this measure.
Hydrogen Highway The California Hydrogen Highway Network (CA H2 Net) is a State initiative to promote the use of hydrogen as a means of diversifying the sources of transportation energy.	Not Applicable.

MV00116197

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
Integrated Waste Management Board	
Achieve 50 percent Statewide Recycling Goal Achieving California's 50 percent waste diversion mandate as established by the Integrated Waste Management Act of 1989, (AB 939, Sher, Chapter 1095, Statutes of 1989), will reduce climate change emissions associated with energy intensive material extraction and production as well as methane emission from landfills. A diversion rate of 48 percent has been achieved on a statewide basis. Therefore, a 2 percent additional reduction is needed.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Zero Waste - High Recycling Additional recycling beyond the State's 50 percent recycling goal.	In support of AB 939, the Project will comply with requirements of the City of Moreno valley Source reduction and Recycling Element (SRRE), to include additional waste reduction/waste recycling measures as may be implemented by the City. Project design will include provisions for tenants to recycle.
Department of Water Resources	
Water Use Efficiency Approximately 19 percent of all electricity, 30 percent of all natural gas, and 88 million gallons of diesel are used to convey, treat, distribute and use water and wastewater. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions.	In support of water Use Efficiency strategies, the Project will implement U.S. EPA Certified WaterSense labeled or equivalent faucets and high-efficiency toilets (HETs), and implement water-conserving shower heads to the extent feasible.
California Energy Commission (CEC)	
Building Energy Efficiency Standards in Place and in Progress Public Resources Code 25402 authorizes the CEC to adopt and periodically update its building energy efficiency standards (that apply to newly constructed buildings and additions to and alterations to existing buildings).	As required through the EIR air quality mitigation measures noted herein, and based on energy efficiency/sustainability attributes of the Project presented in the EIR Project Description (EIR Section 3.0), energy efficiencies achieved by the Project will surpass incumbent Title 24 Energy Efficiency Standards by at least 20 percent. Verification of increased energy efficiencies is documented in Title 24 Compliance Reports provided by the Applicant, and reviewed and approved by the City prior to the issuance of the first building permit. Energy efficient Project designs and operational programs will facilitate Applicant-initiated LEED Certification actions.

MV00116198

Table 4.3-20
Project Compliance with Applicable 2006 CAT Report
Greenhouse Gas Emission Reduction Strategies

Strategy	Applicability/Compliance
California Solar Initiative Installation of 1 million solar roofs or an equivalent 3,000 MW by 2017 on homes and businesses; increased use of solar thermal systems to offset the increasing demand for natural gas; use of advanced metering in solar applications; and creation of a funding source that can provide rebates over 10 years through a declining incentive schedule.	In support of the California Solar Initiative, the Project design accommodates potential future installation and use of renewable energy sources, such as photovoltaic solar energy systems. (See EIR Section 3.0, Project Description).

Contrary to the commentor's assertions, as indicated at Table 4.3-20, the Project complies with and supports applicable 2006 CAT Report Greenhouse Gas Emission Reduction Strategies. There is no mandate or specific requirement or singular methodology for strategy compliance as suggested by the commentor. The results and conclusions of the EIR are not affected.

Response JS-27

The commentor cites various recommended or adopted thresholds of other agencies addressing GHG emission and GCC impacts. The commentor erroneously states that "in the EIR for the Highland Fairview Project, the City adopted a zero emissions threshold for the assessment of impacts of GHG on climate change."

Other agency approaches to evaluation and mitigation of GHG emissions impacts are noted. The commentor is referred to previous responses and CEQA directives allowing for each Lead Agency to evaluate and address GHG emissions impacts within the context of Section 15064.4 of the Guidelines. The EIR analysis of GHG emissions/GCC impacts is consistent with Section 15064.4 of the Guidelines. Please refer also to response JS-24.

No "zero emissions threshold" for GHG emissions neither appears, nor was applied, in the EIR for the Highland Fairview Project. The commentor is referred to *Draft*

MV00116199

Environmental Impact Report Highland Fairview Corporate Park PA07-0088 (CZ), PA07-0089 (GPA), PA07-0090 (TPM 35629), and PA07-0091 (PP) City of Moreno Valley, Riverside County, California State Clearinghouse No. 2007101132 (Michael Brandman Associates) August 4, 2008, Page 5.16-5:

> AB 32 states that, "global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California." Although it is unknown if AB 32 alone is enough to reduce California's fair-share contribution to global greenhouse gas inventory, it is currently the only well-defined and widely accepted benchmark for greenhouse gas emissions in California. Therefore, for purposes of this analysis, the following significance thresholds have been used:
>
> **Impact GCC-1** Does the project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?
>
> **Impact GCC-2** Would the impacts of climate change significantly impact the project?

The Highland Fairview Project EIR concluded that project had the potential to significantly hinder California's ability to meet the reduction targets contained in AB 32, and therefore reached a conclusion of "potentially significant" GHG emissions impacts for that project.

Such is not the case for the proposed Westridge Commerce Center Project as supported by the analysis presented in the Westridge Commerce Center Project EIR and supporting Global Climate Change analysis.

MV00116200

Continuing at Page 5.16-6, the Highland Fairview EIR also importantly notes that:

> The thresholds and the analysis contained below *may not be relevant to other projects. This analysis does not establish thresholds for the City or set precedents for the type of analysis in a climate change analysis, as this discipline is still evolving. [emphasis added]*

Clearly, whatever thresholds and analysis may have been employed in the Highland Fairview EIR were for that project only, and not intended or necessarily applicable to the proposed Westridge Commerce Center Project. The results and conclusions of the EIR are not affected.

Response JS-28

The commentor considers the term "cumulatively considerable" established under the *CEQA Guidelines* Section 15064, subd. (h)(1), and appears to misapply it in evaluating Project GHG emissions and potential Project-related Global Climate Change impacts. In total, *CEQA Guidelines* Section 15064, subd. (h)(1) cited by the commentor, and excerpted below, provides guidance as to whether an EIR is required based on the potential for a given project to cause or result in cumulatively considerable impacts.

> (h)(1) When assessing whether a cumulative effect requires an EIR, the lead agency shall consider whether the cumulative impact is significant and whether the effects of the project are cumulatively considerable. An EIR must be prepared if the cumulative impact may be significant and the project's incremental effect, though individually limited, is cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

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The Lead Agency had previously determined through the Initial Study process that an EIR is required for the Project, to include an analysis of all potential cumulatively considerable impacts, including potential GHG/GCC impacts.

The EIR analysis supports the conclusion that Project-specific GHG/GCC impacts are individually less-than-significant and not cumulatively considerable (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C). To this end, not only are the Project's incremental GHG/GCC impacts substantiated to be less-than-significant. As noted in the Draft EIR, with regard to global climate change, it is generally accepted that the magnitude of global climate change effects is so substantial and the contribution of an individual project to global climate change is so extremely minuscule that direct significant adverse impacts would be highly unlikely.

Within the scope of limitations and considerations noted herein, a Project GHG emissions inventory has been prepared as recommended under OPR's technical advisory. The City of Moreno Valley has not adopted a numeric threshold of significance for emissions of greenhouse gases. However, guidance and an indication of the potential significance of the Project's GHG emission impacts is assessed by comparing Project GHG emissions levels against germane proposed or adopted GHG emissions impacts thresholds. To this end, Project GHG emissions have been compared to GHG emissions thresholds developed by state Responsible Agencies charged with oversight and regulation of air pollutant emissions, the SCAQMD and CARB. As indicated herein, Project GHG emissions would not exceed the thresholds developed by those agencies.

Additionally, as discussed in the Draft EIR . . . "to facilitate their monitored implementation throughout Project development and operations, design features and operational attributes of the Project are incorporated into this EIR as Mitigation

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Measures 4.3.10 through 4.3.13 . . . These measures act to reduce Project-related operational source air pollutants and GHG emissions, and promote sustainability through conservation of energy and other natural resources" (Draft EIR at Page 4.3-94). As amended in these Responses, additional mitigation has been also been provided, further reducing already less-than-significant Project GHG emissions levels. Please refer also to previous discussions at Responses JS-20 through JS-27, substantiating less-than-significant Project GHG/GCC impacts.

As provided for under *CEQA Guidelines* Section 15064(h)(2), "[w]hen a project might contribute a significant cumulative impact, but the contribution will be rendered less than cumulatively considerable through mitigation measures . . . [the supporting analysis] shall briefly indicate and explain how the contribution has been rendered less than cumulatively considerable." Design features, operational programs, and mitigation measures included in the Draft EIR (see EIR Section 3.0, Project Description, Pages 3-17 through 3-20; EIR Section 4.3, Air Quality, Pages 4.3-88 through 4.3-110; EIR Section 5.0, Other CEQA Considerations, Pages 5-13, 5-14; and Global Climate Change Analysis included at EIR Appendix C) render the Project's potential contribution to Global Climate Change impacts to levels that are less than cumulatively considerable.

As further provided under *CEQA Guidelines* Section 15064(h)(3), . . . "a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project will comply with the requirements in a previously approved plan or mitigation program (including, but not limited to, water quality control plan, air quality attainment or maintenance plan, integrated waste management plan, habitat conservation plan, natural community conservation plan, plans or regulations for the reduction of greenhouse gas emissions) that provides specific requirements that will avoid or substantially lessen the cumulative problem within the geographic area in which the project is located. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources through a public review process to implement, interpret, or make

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specific the law enforced or administered by the public agency. When relying on a plan, regulation or program, the lead agency should explain how implementing the particular requirements in the plan, regulation or program ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable."

The general arena of GHG emissions regulations remains preliminary and still formative, and there are no plans (as yet) with the effect of law that would be applicable to the Project. Notwithstanding, the CARB Scoping Plan and 2006 CAT Report are considered indicative of likely future guidelines and requirements. The Project supports and is consistent with CAT strategies and other means suggested to reduce California's emissions to the levels proposed by Executive Order S-3-05 and AB 32. Qualitative assessment of the Project's impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report (Draft EIR Pages 4.3-94 through 4.3-110) supports the conclusion that the Project's greenhouse gas emissions are not cumulatively considerable.

Continuing, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative GCC impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

It is further noted cumulative effects of Global Climate Change would be considered significant irrespective of any increment of GHG emissions generated by, or reduced through, implementation of the Project. Moreover, absent similar commitments worldwide, even full state-level reduction of GHGs as provided for under California

MV00116204

statute would not notably or discernibly affect a difference in global climate change. In this regard, the World Resources Institute estimates California GHG emissions comprised an estimated 1.3 percent of worldwide GHG emissions as of 2000.[9] Further, whereas California since 2000 continued to implement further energy efficient technologies and other means that directly or indirectly reduce GHG emissions and thereby reduce its proportionate impacts, these reductions have been more than offset by increasing growth and industrialization worldwide. This speaks to *CEQA Guidelines* Section 15064(h) (4) provisions, which provide that the mere existence of significant cumulative GCC impacts caused by other projects (worldwide growth and industrialization) alone does not constitute substantial evidence that the Westridge Commerce Center Project's incremental GCC effects are cumulatively considerable.

Based on the preceding the project will not result in or cause cumulatively considerable GCC impacts. Results and conclusions of the EIR are not affected.

Response JS-29

The commentor summarizes various provisions of the *Final Statement of Reasons for Regulatory Action* (California Natural Resources Agency) December 2009 which allow for off-site mitigation of GHG impacts.

As substantiated in the EIR and discussed in these Responses, Project-related GHG emissions impacts are less-than-significant and are not cumulatively considerable. Off-site mitigation is not proposed nor is it required. Results and conclusions of the EIR are not affected.

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9 *The AB 32 Challenge: Reducing California's Greenhouse Gas Emissions* (Gregory Freeman, Nancy D. Sidhu, PhD, Myasnik Poghosyan) January 2008, Page 8.

MV00116205

Response JS-30

Temporary and intermittent significant construction-source noise impacts noted by the commentor are fully discussed and disclosed in the Draft EIR:

> **Level of Significance after Mitigation:** Mitigation Measures 4.4.1 through 4.4.4 will qualitatively reduce construction-source noise and its perceived impacts to the extent feasible. The proposed use of noise curtains during the most noise intensive activities (grading/site preparation) may reduce received noise levels by 10-20 dBA at the nearest receptors. Nonetheless, it is anticipated that construction-source noise received at the nearest affected residential receptor adjacent may temporarily and periodically reach the maximum anticipated exterior noise level of 89 dBA Leq. This condition would occur in particular when heavy equipment is used for the construction of adjacent Fir (future Eucalyptus) Avenue. At more distant residential neighborhoods, the maximum received noise level is conservatively estimated at 60 to 65 dBA Leq. As such, even with the application of proposed mitigation, Project construction equipment activities would exceed the City's maximum permissible sound level for daytime hours as received at a residential land use (60 dBA Leq), and consequently would be considered a substantial temporary and periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project (Draft EIR Page 4.4-20).

Mitigation of construction-source noise impacts is addressed in the following responses JS-31 and JS-32. Results and conclusions of the Draft EIR are not affected.

Response JS-31

The commentor provides opinions on Draft EIR Mitigation Measure 4.4.4, which is presented in its entirety here:

MV00116206

4.4.4 *Prior to the issuance of any grading or building permit, the Project plans and specifications shall include a statement that for the duration of grading and site preparation activities, temporary construction noise curtains or similar line-of-sight noise reduction measures shall be installed along the Project's southerly boundary. Noise curtains shall be installed so as to provide maximum reduction for noise sensitive uses (at present a single residence located southerly of the Project site) and shown on the grading plans prepared for the Project.*

The commentor states that the mitigation language "[n]oise curtains shall be installed so as to provide maximum reduction for noise sensitive uses" is "unenforceable." The commentor fails to note or recognize that construction activities by their nature are fluid and mitigation addressing such activities is similarly fluid. The stipulation that noise curtains be installed so as to achieve the maximum reduction in noise accommodates site and use-specific variations in construction activities and construction noise that may affect proximate sensitive receptors. As discussed at Draft EIR Page 4.4-18, "[t]he closest noise sensitive receptor that will be subject to potential construction noise impacts is the residence located at 28855 Fir Avenue (future Eucalyptus Avenue),approximately 150 feet southerly of the Project site's southernmost boundary. Because roadway improvements along future Eucalyptus Avenue are also part of Project development, an overall grading noise level of 89 dBA at 50 feet has been used as the worst-case, maximum exterior noise level when heavy equipment is nearest this sensitive receptor. At the nearest residential neighborhood, located more than one-quarter mile from the Project site, received construction-related noise levels would be reduced by 30 decibels or more based on physical separation between these residences and the Project site.

As also noted in the Draft EIR, the noise curtains required pursuant to Mitigation Measure 4.4.4 would conservatively provide an estimated 10 to 20 dBA of noise

MV00116207

reduction acting to reduce noise at proximate receptors. Worst-case construction noise levels (estimated to be 89 dBA at 50 feet) would occur as roadway improvements occur along future Eucalyptus Avenue. To ensure that the single residential use would not be temporarily and intermittently exposed to construction noise levels exceeding 60 dBA would in effect require construction of a barrier along the southerly edge of the Fir (future Eucalyptus Avenue) right-of-way, extending at a minimum the length of the affected receptor property line (approximately 620 feet) providing line-of sight interruption of noise yielding a 29 dBA noise reduction. Alternatively, an encapsulating 620 foot by 620 foot, 29 dBA noise-reducing barrier could be constructed around the receptor property in question.

For construction equipment with a 12-foot high exhaust stack, and not accounting for grade differentials, line of-sight noise protection would require a minimum 15 foot high wall (noise source height plus three feet).Under laboratory conditions a 4-inch thick concrete wall (or equivalent @ 30 lbs./s.f.) would provide approximately 37 dB noise attenuation (one side of a barrier to the other); and under uncontrolled exterior conditions could hypothetically provide 29 dBA noise reduction in protected areas immediately adjacent to the wall, within the noise "shadow zone." However noise diffracted over the top of or sides of the wall would still affect more distant unprotected receptors. Moreover, a 4-inch thick concrete wall, 15 feet in height is not structurally stable without significant reinforcing (envision a 15-foot high freestanding brick wall); and in practical application would constitute a permanent structure with anchoring footings or caissons.

The commentor suggests that "temporary sound walls" be implemented. As indicated, such walls would not be temporary. Moreover, construction of the "temporary" walls themselves, as well as their demolition, would generate noise levels equaling or exceeding those resulting from the Project. That is, the noise barrier's own construction and its subsequent demolition, would occur at the southerly right of-way line, and would require use of construction equipment in addition to, and for periods of time

MV00116208

greater than, that otherwise required to implement the Project. This would arguably increase rather than decrease net adverse effects construction noise.

Response JS-32

Please refer to the following Response JS-33.

Response JS-33

The commentor's suggested additional measures to reduce construction-source noise are addressed below.

Suggested Measure	Response
1.Prepare and implement a noise mitigation program and designate whom is responsible for implementing the program, when such a program must be implemented and planned, and include such actions as noise monitoring at selected noise sensitive locations, monitoring complaints, and identification of the major sources of noise.	**Not required, no nexus with significant impacts.** The Noise Impact Analysis states that this program is merely recommended not required. Nor are the recommended measures reflected in or required to attain the "mitigated condition" presented in the Draft EIR. The Lead Agency may, at its discretion, impose additional Conditions of Approval (such as recommendations within studies) supplementing the EIR Mitigation Measures. The Draft EIR contains comprehensive mitigation to address noise impacts of the Project. These measures are included as part of the Mitigation Monitoring Plan, presented in Section 4.0 of this Final EIR. The Mitigation Monitoring Plan: 1) assigns responsibility for, and ensures proper implementation of Mitigation Measures; 2) assigns responsibility for, and provides for monitoring and reporting of compliance with Mitigation Measures; and 3) provides the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs. The City will monitor and report on all mitigation activities.
2.The construction contractor shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass sensitive land uses or residential dwellings.	**Incorporated** at revised EIR Mitigation Measure 4.4.3.

MV00116209

Suggested Measure	Response
3.Notify surrounding homeowners of expected, specific construction-related noise impacts.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations vis-à-vis noise-related requirements. The public, including surrounding homeowners, has been notified of the Project via direct mailing and public notice, consistent with the provisions of the City of Moreno Valley Municipal Code. Copies of the Draft EIR are available upon request.
4.When technically feasible, electrical construction equipment should be utilized.	**Incorporated** at revised Mitigation Measure 4.3.8.
5.During project construction, the developer shall require all contractors to turn off all construction equipment and delivery vehicles when not in use or prohibit idling in excess of 3 minutes.	**Replicates existing requirements.** Mitigation Measure 4.3.10, as currently presented in the Draft EIR, prohibits the idling of trucks for more than three (3) minutes.

Response JS-34

The commentor appears to misinterpret and/or misapply noise limitations established under the City's Noise Ordinance, noise standards provided for under the General Plan, and their application within the EIR. The commentor erroneously states " . . . *the DEIR . . . adopts as a threshold of significance, an audible increase in noise levels of 3.0 dBA greater*." The commentor suggests that the City Noise Ordinance threshold of 60 dBA Leq be universally applied irrespective of existing conditions, noise source, or noise duration.

To clarify, as noted in the Draft EIR . . . "[t]he City's Noise Ordinance applies to 'stationary source' noise occurring on one property, which may affect a neighboring property (Draft EIR at Page 4.4-13). Mobile source (roadway noise) is not regulated under the City Noise Ordinance. The Noise Ordinance is directed toward discrete, identifiable stationary or area source noise. Noise thresholds established in the Ordinance are expressed in Leq, acknowledging noise levels occurring within a limited and defined time frame (in this case one-hour).

MV00116210

As described and discussed in the EIR, the Noise Ordinance's most restrictive threshold conditions of 60 dBA Leq daytime/55 dBA Leq nighttime for residential land uses are appropriately applied in evaluating discrete area/stationary source noise generated by the Project and received at proximate residential land uses. As discussed in the Draft EIR (Pages 4.4-23 through 4.4-26), at receiving residential land uses, Project operational stationary/area source noise will not exceed 60 dBA Leq daytime /55 dBA Leq nighttime.

The Noise Ordinance is not intended or constructed to address modeled areawide ambient noise levels increases, such as occur over time due to ambient increases in areawide traffic. Nor is it appropriate to evaluate or consider long term increases in ambient noise levels (such as increases in roadway corridor noise) in terms of Leq. It is the 24-hour average weighted noise level (CNEL) that accurately and appropriately describes the effective ambient noise condition, and indicates whether there would be a substantial permanent increase in noise levels due to the effects of a given project.

CNEL guidelines applicable to increases in ambient noise conditions, including noise generated by Project-related mobile sources (traffic) are established under the City General Plan Noise Element. As discussed in the Draft EIR:

> The Safety Element of the City's General Plan discusses noise and future projected noise levels within the City. For planning purposes, the City employs a 65 CNEL standard for noise-sensitive outdoor areas (e.g., rear yards of single family homes), and an indoor noise standard of 45 CNEL for residential developments (Draft EIR Page 4.4-14).

As supported by analysis presented in the EIR (see EIR Section 4.0, Noise; EIR Appendix D, noise Impact Analysis) the Project will not result in or cause operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

MV00116211

Response JS-35

The commentor states that "*. . . the Draft EIR makes a conclusory statement of insignificance without data or analysis . . .*" with regard to potential vibration impacts of the Project. The commentor also states that the Draft EIR only addresses vibration impacts to buildings, but fails to address such impacts to people.

For ease of reference, the EIR discussion of vibration impacts is excerpted below:

> **Impact Analysis:** Groundborne vibration refers to groundborne noise and perceptible motion. Typical sources of groundborne vibration include the use of heavy-duty construction equipment to be employed at the Project site. Groundborne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where motion may be discernible but without the accompanying effects (e.g., the shaking of a building).
>
> Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Vibration-caused building damage is not a factor for normal projects, with the occasional exception of blasting and pile driving during foundation construction, neither of which is anticipated as part of construction of the Project considered here.
>
> The City of Moreno Valley does not currently have adopted vibration regulations. Notwithstanding, germane vibration criteria has been established by the California Department of Transportation (Caltrans) and is employed in analyses presented here.

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> The Project does not propose activities or uses that would result in long-term substantial or even perceptible vibration levels. However, heavy equipment employed during Project construction could potentially generate groundborne vibration impacts at adjacent land uses. Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods used, distance to the affected structures and soil type. Construction vibration is generally associated with pile driving and rock blasting. Occasionally, proximate operations of large bulldozers and loaded trucks can cause perceptible vibration levels, notwithstanding, according to the *Transportation and Construction-Induced Vibration Guidance Manual* prepared for Caltrans, groundborne vibration from construction activities and equipment such as such as D-8 and D-9 Caterpillar bulldozers, earthmovers and haul trucks at distances of 10 feet do not create vibration amplitudes that would cause structural damage to nearby structures. The proposed Project is not anticipated to employ any pile driving equipment, nor require blasting activities. Further, the nearest heavy equipment operations would occur at a distance of 40 to 50 feet from the nearest residential use (28855 Fir Avenue). Impacts from construction-source groundborne vibration are therefore anticipated to be less-than-significant (Draft EIR Pages 4.4-27 to 4.4-28).

As indicated above, the City has no adopted vibration thresholds, much less a threshold adopted to address speculative "vibration impacts to people" suggested by the commentor. Structural damage is a defined concern addressed by Caltrans, and would be considered to constitute excessive groundborne vibration or groundborne noise levels. This concern is likewise is considered in the EIR. Occasional perceptible vibration levels should they occur, do not constitute excessive groundborne vibration or groundborne noise levels. Any vibration impacts perceived at off-site locations would, as noted, be temporary and intermittent due to transient construction vehicles.

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There are no sensitive historic structures or instruments located proximate to the Project that would somehow be affected by temporary and transient construction-source vibration.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels. Results and conclusions of the EIR are not affected.

Response JS-36

Please refer to the following Response JS-37.

Response JS-37

The commentor again appears to misinterpret and/or misapply noise thresholds, now within a cumulative analysis context, and incorrectly states threshold considerations applicable to the Project.

In brief, the City Noise Ordinance regulates stationary/area source noise generated by the Project will not result in operational noise that would exceed Ordinance Standards (60 dBA Leq daytime/55 dBA Leq nighttime). Ambient noise increases, including traffic noise generated by the Project would not exceed the applicable 65 CNEL residential standard established by the General Plan. (The commentor misstates the threshold as 60 dBA Leq). Noise levels of less than 65 dBA CNEL are acceptable. In the instance noted by the commentor, vehicular noise levels due to cumulative growth (including noise generated by the Project traffic) would increase by 9.8 dBA CNEL over time, totaling an estimated 61.1 dBA CNEL at General Plan Buildout. Vehicular noise levels of 61.1 dBA CNEL are less than the threshold condition of 65 dBA CNEL, and impacts are therefore not cumulatively considerable. In instances where pre-existing noise levels exceed 65 dBA CNEL, or such traffic noise levels would occur due to cumulative growth absent the Project, the Project's incremental contribution would

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range from 0.0 dBA to 0.4 dBA, and would not be discernible. In these instances, perceived noise conditions would the same with, or without the Project. As noted previously in these responses, *CEQA Guidelines* Section 15064(h) (4) importantly provides that . . . "[t]he mere existence of significant cumulative impacts caused by other projects alone shall not constitute substantial evidence that the proposed project's incremental effects are cumulatively considerable." The commentor's assertion that because cumulative noise impacts exist or are likely to occur, the project's incremental impacts in this regard must be cumulatively considerable is not supported by CEQA.

Project operational source noise would not exceed applicable standards established under the Noise Ordinance and/or General Plan. In no instance would Project noise cause a transition from acceptable ambient conditions to conditionally acceptable conditions or from conditionally acceptable conditions to unacceptable conditions.

As supported by the preceding and the analysis presented in the EIR, the Project will not result in or cause cumulatively considerable operational noise levels exceeding applicable standards established under the Noise Ordinance and/or General Plan. Results and conclusions of the EIR are not affected.

Response JS-38

The commentor notes that modeling of noise based on measurements taken at the G.I trucking facility (Pomona CA) may not yield noise levels comparable to those that would be generated by the Project.

The G.I. trucking facility conducts logistics warehousing operations, including acceptance and dispatch of big-rig long-haul and consolidated freight trucks, similar to operations anticipated under the Project. The G.I. trucking facility noise measurements are not intended to precisely replicate noise generated by the Project operations site on any given day or at any given time. The empirical data collected does however provide a real world snapshot of anticipated noise sources and noise conditions typical of

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heavy-duty, long-haul trucking operations conditions, and is considered superior to an assumed estimate of noise sources and noise levels. Results and conclusions of the EIR are not affected.

Response JS-39

The commentor's suggested additional measures to reduce operational-source noise are addressed below.

Suggested Measure	Response
1. All truck, tractors and forklifts shall be operated with proper operating and well-maintained mufflers. 2. Maintain quality pavement conditions that are free of bumps to minimize truck noise. 3. Limit the number of idling trucks on the southeastern portion of the site.	**Not required, no nexus with significant impacts.** Please refer to preceding discussion of recommendations in Response JS-32 vis-à-vis noise-related requirements. As noted in the Noise Impact Analysis, all operational noise impacts are less-than-significant. No additional mitigation of operational noise impacts is required.

Response JS-40

The commentor incorrectly states that "Interstate 15 (I-15) and Interstate 215 (I-215) provide access to the Project are and will most certainly be used to access the Project site." It is noted that I-215 was constructed to run roughly parallel to I-15 between Murrieta (approximately 30 miles south of the Project site) and Devore (located approximately 25 miles to the north of the Project site). In the vicinity of Moreno Valley, while I-215 is acknowledged as providing access, I-15 is located approximately 20 miles to the west. At these distances, I-15 does not provide direct access to the Project site, and on this basis, was not considered as part of the Project's traffic analysis.

With respect to commentor's concerns regarding potential Project-related impacts to I-215, a basic freeway segment analysis has been conducted between Box Springs

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Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the Project's Traffic Impact Analysis (TIA Appendix 7.8, included as part of Draft EIR Appendix B). As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. Nor is there an established fair share fee program for potentially affected SR-60 freeway segments. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

<u>Response JS-41</u>

Despite the commentor's assertion that "[t]he Draft EIR does not provide any data to quantify roadway costs, projected revenues, or adequacy of funds for the improvements needed to mitigate traffic impacts for this project," the Project TIA (Draft EIR Appendix B) provides a summary of the Project's fee obligations in Table 8-

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2. The application of fee-based mitigation is summarized at Draft EIR Pages 4.2-25 to 4.2-26; and discussed in greater detail at TIA Pages 200 through 206. The majority of the required improvements identified in the Draft EIR involve Caltrans facilities, improvement of which is outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The commentor's concerns regarding the adequacy of these funding mechanisms will be forwarded to decision-makers for their consideration.

Response JS-42

The commentor's suggested additional measures to reduce traffic-circulation impacts are addressed below. The results and conclusions of the Draft EIR are not affected.

Suggested Measure	Response
1. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. 2. Provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site. 3. Reroute construction trucks away from congested streets and sensitive receptor areas.	**Replicates existing requirements.** As discussed in the Draft EIR (Page 4.2-85), "[i]t is also recognized that temporary and short-term traffic detours and traffic disruption will result during Project construction activities. These impacts are adequately addressed through the preparation and submittal of a construction area traffic management plan as required by the City Engineer. The required construction area traffic management plan will identify traffic control for any street closure, detour, or other disruption to traffic circulation. The plan also identifies construction vehicle access routes, hours of construction traffic, traffic controls and detours." No additional mitigation is required.
4. Configure construction parking to minimize traffic interference.	**Replicates existing requirements.** Construction parking is one of many components considered in the required construction traffic management plan. No additional mitigation is required.
5. Prior to the issuance of a grading and building permit, the applicant shall submit verification that a ridesharing program for the construction crew has been encouraged and will be supported by the contractor via incentives or other inducements.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
6. Minimize construction worker trips by requiring carpooling and providing for lunch onsite.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."

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Suggested Measure	Response
7. Provide shuttle service to food service establishments/commercial areas for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
8. Provide shuttle service to transit stations/ multimodal centers for the construction crew.	**Incorporated** at revised Mitigation Measure 4.3.8, presented in Final EIR Table 4.2-1, "Mitigation Monitoring and Reporting Plan."
9. Improve traffic flow by traffic synchronization.	**Replicates existing requirements.** Signal synchronization is currently effected by the City, beyond control or purview of the Applicant. Modification of signal synchronization (if required) based on additional Project traffic will be accomplished by the City based on observed traffic conditions.

Response JS-43

Please refer to the preceding Response JS-3.

Response JS-44

Contrary to the commentor's assertion, the Project's total water demand is disclosed in the Draft EIR. As discussed in Draft EIR Section 4.5, "Water Supply," and supported by the Water Supply Assessment prepared for the Project by Eastern Municipal Water District (EMWD), the Project's estimated maximum water demand would be 44 acre-feet per year (please refer to Draft EIR Table 4.5-8 on Page 4.5-17). As noted in the Draft EIR, "[w]ater demand for this Project is calculated for planning purposes only, and reflects potential maximum demand conditions. Actual water use will be reduced through conservation, use of water efficient devices, and use of recycled water as it becomes available" (Draft EIR Page 4.5-17).

Response JS-45

The commentor's suggested additional measures to reduce hydrology/water resources/impacts are addressed below.

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Suggested Measure	Response
1. Install permeable pavement in car parking areas. 2. Implement concave pooling areas in the landscaping to allow for groundwater recharge.	**Not required, no nexus with significant impacts.** As discussed in the Draft EIR, potential water supply and hydrology/water quality impacts are less-than-significant as mitigated. No additional mitigation is required. The Lead Agency may, at its discretion, impose additional Conditions of Approval supplementing the EIR Mitigation Measures.

Response JS-46

Maintenance of municipal storm drains is not customarily the responsibility of surrounding property owners. Sediment collected within the SR-60 culverts, which are located upstream from the Project site, is removed in the course of regular maintenance activities performed under the direction of the Riverside County Flood Control and Water Conservation District.

In the interest of accuracy, it may be noted that the Project's Hydrology study actually states, "[t]he development may be conditioned to clean the existing sediment build up in the existing triple 60-inch pipes crossing under the 60 Freeway as well as the existing 60-inch pipe [discharging]into the Redlands Boulevard westerly drainage ditch." City Engineering staff may, as part of pre-construction review, include this recommendation as a condition of Project approval. However, despite the assertions of the commentor, the removal of sediment in culverts upstream of the Project is not required "to mitigate for impacts from runoff." Nor would any such requirement be rationally related to impacts by the Project. Potential Project-related drainage impacts are addressed in Draft EIR Section 4.6, Hydrology and Water Quality. No significant impacts requiring mitigation have been identified in regard to hydrology or storm water management.

Response JS-47

As noted on Pages 4.6-22 through 4.6-23 of the Draft EIR, the Project's drainage plan was purposely designed to ensure that runoff from the site does not enter the Quincy Channel. Future drainage improvements associated with the Quincy Channel and its

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proposed overcrossing will not affect, nor be affected by, implementation of the Project. The future improvements are noted in the Draft EIR merely as a point of reference.

Response JS-48

The Cultural Resources Investigation prepared for the Project included a records search and above-ground reconnaissance survey, which is customary for pre-development review. No underground investigation is required under the CEQA guidelines, or any federal, state, or local laws or regulations.

The Cultural Resource Investigation and the Draft EIR acknowledge the possibility of historic and/or prehistoric cultural resources being present on the site in a buried context, but no evidence exists to indicate the probability of any on-site archeological or paleontological resources or human remains. Mitigation is provided that requires the use of professional monitors during all Project-related excavation and grading activities. Relevant text from the Draft EIR (Pages 4.7-11 through 4.7-13) has been included below for ease of reference.

> The Project Cultural Resources Investigation report notes that "there was early occupation in the area and evidence of this occupation may be present in a buried context – e.g., evidence of the water well in the center of the property, buried refuse deposits, privies, irrigation systems, foundations, etc. If evidence of such remains is uncovered during the grading of this property, the proponent should contact a qualified archaeologist to assess the find(s) and to make recommendations for a monitoring program to oversee the remainder of the grading program." The report further notes that "the paleontological monitor [discussed below] can also serve to oversee archaeological monitoring and negate the need for two monitors." The following mitigation measures will ensure that the recommendations of the Project Cultural Resources Investigation are implemented during Project development.

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Mitigation Measures:

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays. The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. All recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.*

The results and conclusions of the Draft EIR are not affected.

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Response JS-49

The commentor appears to misconstrue the intent of Mitigation Measure 4.7.1, the text of which is provided as part of the preceding Response GB-48. As stated in this measure, the monitor is to be adequately "equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays." Further, no time limit or emphasis on urgency is placed on the "temporary" halt on construction activities. Rather, Measure 4.7.1 states, "[t]he monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification." Mitigation Measure 4.7.3, included below for ease of reference, contains wording similar to that of Measure 4.7.1, specifically in regard to the potential occurrence of paleontological resources.

> *4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:*
>
> - *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
> - *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
> - *Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
> - *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
> - *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon*

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exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.

In order to ensure that, where appropriate, cultural resources are preserved in place, the following amendments to Mitigation Measures 4.7.1, 4.7.2, and 4.7.3 have been incorporated.

4.7.1 *A professional cultural resources monitor (Project Paleontological Monitor) shall conduct full-time monitoring throughout site excavation and grading activities. The monitor shall be equipped to salvage and record the location of historic and/or archaeological resources as they may be unearthed to avoid construction delays,* ***consistent with the requirements of California Public Resources Code Section 21083.2.*** *The monitor shall be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens or finds and to allow the preparation of recovered resources to a point of identification. One monitor for both archaeological and paleontological resources is sufficient if the monitor is qualified in both disciplines to the satisfaction of the City of Moreno Valley.*

4.7.2 *Should historic or prehistoric resources of potential significance be identified, a qualified archaeologist shall be contacted to assess the find(s) and make recommendations in regard to further monitoring. Consistent with the requirements of Public Resources Code section 21083.2.,* ***resources shall be left in an undisturbed state. Where preservation in place is infeasible, a~~A~~ll*** *recovered resources shall then be curated in an established, accredited museum repository with permanent retrievable archaeological/historic resource storage. A report of findings shall also be prepared by a qualified archaeologist, and shall include an itemized inventory of any specimens recovered. The report and confirmation of curation of any recovered resources from an accredited museum*

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repository shall signify completion of the program to mitigate impacts to archaeological/historic resources. If disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2.

4.7.3 Prior to the issuance of a grading permit, a City-approved Project Paleontologist shall be retained to initiate and supervise paleontological mitigation-monitoring in all areas of the Project site, subject to the following certain constraints:

- *Once excavations reach ten (10) feet in depth, monitoring of excavation in areas identified as likely to contain paleontologic resources by a qualified paleontologic monitor or his/her representative must take place;*
- *A paleontological mitigation-monitoring plan shall be developed before grading begins;*
- *Paleontological monitors shall be equipped to salvage* ***and record the location of*** *fossils as they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates;*
- *Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens; and*
- *Monitoring may be reduced if the potentially fossiliferous units described herein are not present, or, if present, are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources.*

To ensure monitoring and enforcement, these revisions to Mitigation Measures are reflected in the Project Mitigation Monitoring Plan (Final EIR Section 4.0), and in Final EIR Section 2.0, Revisions and Errata.

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Response JS-50

As noted in the preceding response JS-49, despite the commentor's assertions to the contrary, Draft EIR Mitigation Measures 4.7.1 and 4.7.3 do not include restrictions or limitations on the time that would be allowed for adequate monitoring and recording of cultural resources. As further discussed in the preceding response JS-49, the wording of these measures has been amended to clarify that, if found, cultural resources would be preserved in place where appropriate.

Response JS-51

Despite the commentor's assertions to the contrary, the Project's potential effects on common wildlife species have been addressed in *Report On Habitat Assessments and Biological Surveys for the West Ridge Project Site* (Harmsworth Associates) October 2008, presented at Draft EIR Appendix D. Relevant text is excerpted below for ease of reference.

> **5.8 Direct impacts to wildlife**
>
> **5.8.1 Common Wildlife**
>
> The primary impacts of the project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. These impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated

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in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Report on Habitat Assessments, Page 36).

This same material discussion appears in the body of the Draft EIR.

Common Wildlife Species

The primary impacts of the Project on common wildlife species/resources are the removal and disruption of habitat and the loss and displacement of wildlife, resulting in a potentially less diverse and less abundant local faunal population. Adverse significant impacts to wildlife are generally associated with the degree of habitat loss and fragmentation from the standpoint of physical character, quality, diversity, and abundance of vegetation. Implementation of the Project would result in the loss of ruderal agricultural land. The removal of this habitat would potentially impact common wildlife species. However, these impacts would not be expected to reduce general wildlife populations below self-sustaining levels within the region, given the large blocks of contiguous preserved open space in Riverside County associated with the MSHCP. Impacts to common wildlife species would not represent a significant impact when evaluated in the context of the substantial areas of open space preserved in Riverside County under the MSHCP (Draft EIR Page 4.8-25).

No potentially significant impacts have been identified, and no mitigation is required. The results and conclusions of the Draft EIR are not affected.

Response JS-52

The commentor recommends additional measures to be implemented to reduce the Project's adverse effect on scenic views in the Project area. The Draft EIR acknowledges, in Section 4.9, "Aesthetics," that implementation of the Project would obstruct or alter views from major roadways and surrounding areas, and would therefore have a

MV00116227

substantial adverse effect on a scenic vista, which is a significant individual and cumulative impact.

No feasible mitigation measures were identified within the Draft EIR which would reduce this loss of viewshed. All other potential aesthetic impacts of the Project were determined less-than-significant.

The particular mitigation measure suggested by the commentor is presented and responded to below:

1) *Preserve a separate off-site scenic area within Moreno Valley, or if not feasible, within Western Riverside County.*

The City does not currently conduct a program that would allow for the purchase of off-site areas for "scenic preservation," as suggested by the commentor, nor is it aware of other such programs offered by agencies or organizations within the Western Riverside County area. Moreover, preserving another existing scenic view elsewhere would not serve to mitigate the impacts of this Project. While the value of off-site mitigation for certain environmental impacts (e.g., biological habitat areas) has been demonstrated, the application of the proposed measure in regard to aesthetic impacts is considered infeasible.

<u>Response JS-53</u>

As noted in the Draft EIR (Pages 5-25 and 5-26), §15126.6 of the *CEQA Guidelines* states that an EIR must describe a range of reasonable alternatives to the Project, or to the location of the Project, which would feasibly attain the Project objectives, but would avoid or substantially lessen any of the significant environmental effects of the proposal. As further presented in the *CEQA Guidelines*, an EIR need not consider every conceivable alternative, but rather, the discussion of alternatives and their relative merits and impacts should be provided in a manner that fosters informed decision-making and public participation. To this end, the *CEQA Guidelines* indicate that the

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range of alternatives selected for examination in an EIR should be governed by "rule of reason," and requires the EIR to set forth only those alternatives necessary to permit an informed decision. Consistent with the provisions of the *CEQA Guidelines*, the Draft EIR's analysis of a No Project/No Build Alternative, a No Project/Existing Zoning Alternative, and a Reduced Intensity Alternative present a "reasonable range" of alternatives to the Project that would potentially lessen its environmental effects while allowing for attainment of Project Objectives.

Despite the commentor's assertions to the contrary, the Draft EIR does address, at length, the alternatives that were considered and rejected as part of the review of Project alternatives. The text on Draft EIR Pages 5-35 through 5-44 provides the basis upon which each of the considered alternatives was rejected from further consideration. The results and conclusions of the Draft EIR are not affected.

Response JS-54

The exhibits identified by the commentor and provided as part of these comments have been included in Appendix A of this Final EIR.

Response JS-55

The commentor attaches various professional references. No response is required.

MV00116229

From: Shelly Mesa [shellymesa@roadrunner.com]
Sent: Monday, December 06, 2010 1:35 PM
To: Jeffrey Bradshaw

Subject: Questions about Sketchers, Westridge Commerce Center and Pro Logis projects.

Dear Jeffrey,

Hello, I am a concerned homeowner my name is Shelly Mesa, we bought out here 5-years ago and have been enjoying our beautiful view of the Badlands as well San Bernadino Mountains. I am concerned about all the changes that are taking place around us! I have been active an obtaining signatures against this project, just to be disappointed in our City Officials who over rode the City"s Planning Commision Votes, because their back pockets were padded by Mr. Benzeevi, as well as The Sequoia Club being bought, who had an active interest as well about the Enviromental Impact this will have on our "Beautiful Land." I intended to be out here thru our "Retirement Years". But what is to become of the East end of Moreno Valley? SM-1

1. How will the toxic diesal truck emmisions affect the people who will live on the south side of Fir when both the Warehouse and Pro Logis as well as Sketchers are at full operation? SM-2

2. What measures could be implemented during the construction and operation of this warehouse which could lesson the impact on noise, air quality and global warming, but which you are not going to put in place? SM-3

3. What will you do to protect the Warehouse Wokers from the effects of toxic diesal pollution? SM-4

4. How many toxic diesal trucks do you calculate to use Redlands Blvd. to come north out of town when Sketchers, Westridge Commerce Center and Pro Logis are in full operation? SM-5

I am concerned that if we don't take a stand we will have nothing but warehouses and low income apartments here in our community! SM-6

Sincerely
Shelly Mesa

SHELLY MESA

Email Dated December 6, 2010

Response SM-1

The commentor's concerns and opinions will be forwarded to decision-makers for their consideration.

Response SM-2

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant with mitigation, on both an individual and cumulative basis (i.e., with the Project alone and with the development of the ProLogis and Highland Fairview project, as well as other anticipated cumulative growth). Please refer also to Responses LA-1, FNSJ-8, *et al.* addressing diesel emissions impacts.

Response SM-3

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have otherwise been employed within the Draft EIR to reduce any potentially significant impacts. As discussed at FEIR Section 2.0, additional/revised mitigation has been incorporated based on comments received on the Draft EIR. Inclusion of these measures does not however, materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

MV00116231

As disclosed in the DEIR, even with the application of mitigation, the Project will result in certain significant and unavoidable air quality and noise impacts. A summary of significant impacts is presented at DEIR Pages 1-17 through 1-20.

Response SM-4

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpt from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response SM-5

Opening Year Cumulative Conditions for area roadway segments, including Redlands Boulevard, are identified in the Draft EIR at Table 4.2-13 (Pages 4.2-61 to 4.2-62). Section 4.2 of the Draft EIR further identifies the number of trucks that will be accessing the site

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and vicinity projects on Page 4.2-18. This discussion is presented below for ease of reference.

> As seen in [Draft EIR] Table 4.2-5, "passenger car equivalent" (PCE) factors, ranging from 1.5 to 3.0, have been applied to ensure that truck volumes are accurately accounted for in terms of their proportional contributions to traffic impacts. More specifically, the Project Trip Generation Forecast equates two-axle trucks to 1.5 passenger cars. Three-axle trucks are considered the equivalent of two (2) passenger cars; and trucks with four (4) or more axles are counted as the equivalent of three passenger cars. Employing these PCE factors, the Project is anticipated to generate 2,930 Passenger Car Equivalent (PCE) trips per day, with 191 PCE trips occurring during the AM peak hour, and 225 PCE trips occurring during the PM peak hour.

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

MV00116233

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Response SM-6

The commentor's concerns will be forwarded to decision-makers for their consideration.

MV00116234

From: ned newkirk [ned_newkirk@verizon.net]
Sent: Monday, December 06, 2010 3:00 PM
To: Jeffrey Bradshaw
Subject: Proposed West Ridge Commerce Center

Name: Ned and Dawn Newkirk Phone: 951-242-3055 Address: 29080 Dracaea Avenue--MorenoValley, Ca. 92555
Email Address: ned_newkirk@verizon.net

How does the the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan? NDN-1

As new warehouses such as Skechers and the proposed West Ridge Commerce Site are very near to residential areas, what measures will be required to reduce the size and starkness of the warehouses that are very close to these residential areas? If you do not require measures for warehouses to esthetically fit into the neighborhood, residential property values could be dramatically affected and reduced. NDN-2

How will the toxic diesel truck emissions affect the people who will live on the south side of Fir when both this warehouse and Pro Logis as well as Skechers are at full operation? NDN-3

What warehouses are under consideration for the Eastern end of the City of Moreno Valley consisting of the area from Moreno Beach to Gilman Springs Road and Ironwood Ave to south of Alessandro Blvd? NDN-4

What measures could be implemented during the construction and operation of this warehouse which could lessen the impact on noise, air quality and global warming, but which you are not going to put into place? NDN-5

What will you do to protect the warehouse workers from the effects of toxic diesel pollution? NDN-6

What will you do to protect nearby residents from the effects of toxic diesel pollution? NDN-7

I understand that you do not have a tenant for the building and do not plan to build until you do. Are there any large amounts toxic materials which you would allow to be warehoused at this location? This includes materials which become toxic when burning. If such tenants do occupy this warehouse what are you planning to do in order to protect the residents/workers from the smoke plumes and spills? NDN-8

Why are you not making sure this almost 1,000,000 sq foot building is built to Leadership in Energy and Environmental Design (LEED) standards? The very minimum should be Silver. Please explain why your company will not build and advertise that this will be at least a LEED Silver project and reject any attempt by the tenant to prevent such building standards? NDN-9

How will this project be growth inducing for similar projects? NDN-10

How many toxic diesel trucks do you calculate to use Redlands Blvd to come/go north out of town that are either coming or going from your warehouse? How many large diesel trucks do you calculate will use Redlands Blvd to come/go north out of town when Skechers, WestRidgeCommerceCenter and Pro Logis are in full operation? NDN-11

Since there is only one lane that allows drivers to continue west out of town-- the other forces you off at Central Ave-- how will this project impact the merger to this single lane? How many diesel trucks will come form your project, Skechers and Pro Logis combined during a typical 24 hour day? How will these trucks impact that single lane heading west? What Level of Service (LOS) presently exists and what will the LOS be as a result of these three warehouses? NDN-12

NED AND DAWN NEWKIRK

Email Dated December 6, 2010

Response NDN-1

The commentor inquires: "How does the building of numerous warehouses in one area at the eastern end of Moreno Valley fit in with the Moreno Valley Beautification Plan."

The commentor's inquiry is not specific to the Project or the EIR and absent further explanation, does not allow for on-point response. Moreover, there is no formal adopted "Moreno Valley Beautification Plan." Notwithstanding, as discussed in the Draft EIR (Pages 4.1-17 to 4.1-20), uses proposed by the Project are consistent with applicable General Plan Land Use Policies. It is presumed that other projects proposed for development within the Project area (warehouses or other uses) will be subject to a similar consistency analysis.

Individually and cumulatively significant aesthetic impacts of the Project are also acknowledged in the Draft EIR.

AESTHETICS **Project-Specific Significant Impacts**

Change to Scenic Vistas

Construction of the proposed Project would result in interrupted or obstructed views of off-site scenic areas. This is recognized as a significant and unavoidable aesthetic impact.

Cumulatively Significant Impacts

The Project will restrict or interrupt both near and distant views in the Project area, and in combination with other vicinity development, will cumulatively result in a substantial adverse effect on scenic views in the Project area. The cumulative effects of the Project in regard to scenic vistas are determined to be significant.

(Source: Draft EIR Table 1.8-1, Pages 1-19, 1-20)

MV00116236

Should the Project be approved, the Lead Agency is required to adopt Findings of Fact and a Statement of Overriding Considerations acknowledging the Project's significant environmental impacts, and substantiating that the Project benefits outweigh the unavoidable adverse environmental effects, such that the adverse environmental effects may be considered acceptable.

Response NDN-2

The Draft EIR's discussion of Aesthetics (Section 4.9) addresses the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings. The Draft EIR acknowledges that the proposed alteration of the Project site from its current undeveloped state to light industrial development will represent a noticeable change in baseline visual characteristics. However, the analysis concludes that no potentially significant impacts would occur in this regard. The relevant text from Draft EIR Page 4.9-22 is provided here for ease of reference.

> Properties to the south of Fir (future Eucalyptus) Avenue are currently zoned for large lot residential uses. To provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary. This wall will be planted with vines on the public-facing sides to provide a landscape screen and deter graffiti.
>
> As supported by the preceding discussions, and with implementation of the Project's design features, the Project's potential to substantially degrade the existing visual character or quality of the site and its surroundings is less-than-significant.

MV00116237

Response NDN-3

The commentor expresses concerns about the effect of diesel truck emissions on the sensitive receptors located on the South side of Fir Avenue.

A Health Risk Assessment of Diesel Particulate Emissions was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk

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shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, and as noted above, the Project DPM emissions levels are not significant.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [10]

Response NDN-4

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. These include the recently approved Highland Fairview Corporate Park, and the proposed ProLogis warehouse project. To date, no further inquiries, applications, or other proposals have been received by the City in regard to development of the types of land uses referenced by the commentor.

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10 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

MV00116239

It may be noted that a "Logistics Modified General Plan" development concept was included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16). This development concept addressed the possible future development of a substantial number of warehouse facilities in the eastern end of the City.

For the purposes of the Westridge Commerce Center Draft EIR analysis, the City does not consider the "Logistics Modified General Plan" (LGMP) proposal included within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development concept was not included among those identified as "related projects" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

Response NDN-5

The commentor asks if there are additional mitigation measures not currently contained within the Draft EIR which would lessen noise, air quality, and global warming impacts of the Project. It should be noted that no significant Project-related impacts regarding global warming have been identified. All feasible mitigation measures have been employed within the Draft EIR to reduce any potentially significant impacts. However, the Project will result in certain significant and unavoidable air quality and noise impacts.

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Response NDN-6

As discussed in the Draft EIR (Page 4.3-80), South Coast Air Quality Management District (SCAQMD) guidance does not require assessment of the potential health risk to on-site workers. Similarly, the following excerpts from the California Office of Health Hazard Assessment (OEHHA) document *Air Toxics Hot Spots Program Risk Assessment Guidelines-The Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* (OEHHA 2003), also indicate that it is not necessary to examine the health effects to on-site workers unless required by RCRA (Resource Conservation and Recovery Act)/CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or the worker resides on-site.

> On-site workers are protected by the California Division of Occupational Safety and Health (CAL/OSHA) and do not have to be evaluated under the Hot Spots program, unless the worker also lives on the facility site, or property. Occasionally, facilities like prisons, military bases, and universities have worker housing within the facility. In these situations the evaluation of on-site cancer risks, and/or acute and chronic non-cancer hazard indices is appropriate under the Hot Spots program.

Since none of these provisions apply to the Project, risk to on-site workers was not evaluated in the Draft EIR.

Response NDN-7

As discussed in Draft EIR Section 4.2, the Project's potential to expose sensitive receptors to substantial diesel emission-related pollutant concentrations were identified as less-than-significant as mitigated.

Response NDN-8

The commentor is concerned about the future tenants of the proposed Project, and whether or not hazards materials would be housed at the site. As stated within the

MV00116241

Hazards and Hazardous Materials section of the Project Initial Study, presented as Appendix A to the Draft EIR:

> "During construction activities, the Project will require limited transport of potentially hazardous materials (e.g., paints, solvents, fertilizer, etc.) to and from the Project site. Additionally, operation of the Project could involve the temporary storage and handling of potentially hazardous materials such as pesticides, fertilizers, or paint products that are pre-packaged for distribution and use. This type of storage, transfer, use and disposal of potentially hazardous materials is extensively regulated at the local, State and federal levels. It is not anticipated that the development of the Project would result in conditions that are not currently addressed by existing regulations…"

No potentially hazardous materials, beyond those described above, are anticipated to be handled at the site. Any such materials used/housed on-site will be subject to applicable local, State and federal laws.

<u>Response NDN-9</u>

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.

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> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response NDN-10

The commentor expresses concern regarding the growth inducing effects of the proposed Project. The California Environmental Quality Act (CEQA) requires a discussion of the ways in which a project could be growth-inducing. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, §§ 15126, subd. (d), 15126.2, subd (d).) To this end, Section 5.3, "Growth-Inducing Impacts of the Proposed Action" of the Draft EIR, contains such a discussion.

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As presented on Pages 5-67 through 5-68 of the Draft EIR, it is unlikely that the Project would directly result in any significant population growth. Moreover, the Project is consistent with the adopted General Plan, would not result in population growth for the City beyond that reflected in adopted growth forecasts.

Development of the Project as envisioned will entail upgrade of infrastructure in the immediate Project vicinity, including abutting roadways, the local water distribution and sewer collection systems, and storm drainage conveyance facilities. It is acknowledged within the Draft EIR that infrastructure improvements necessitated by the implementation of the Project may facilitate and encourage development of nearby properties. The City will review all proposed development to ensure compatibility with evolving City and regional land use plans acting to reduce or avoid potentially adverse effects of growth.

Response NDN-11

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or

MV00116244

anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways. Further, there is no suggested or demonstrated environmental benefit that would result from restricting use of Redlands Boulevard by Project traffic. The commentor's remarks are forwarded to the decision-makers for their consideration.

Notwithstanding the above-cited average daily truck/traffic volumes, the more germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

Additionally, with regard to cumulative traffic impacts, Page 4.2-67 of the Draft EIR states:

> As indicated at Table 4.2-13, with completion of the improvements recommended under Mitigation Measure 4.2.7, 4.2.18 and 4.2.19,

MV00116245

acceptable V/C and LOS conditions would be realized at all Study Area roadway segments under Opening Year Cumulative Conditions with the Project. Improvements necessary to mitigate potentially significant Opening Year Cumulative Condition roadway segment impacts would be accomplished in part by the Project, with the balance of required improvements realized under combined TUMF, DIF, and fair share fee traffic improvement programs. However, timely completion of the required improvements in total cannot be assured based on Project participation in mandated traffic impact fee programs (TUMF, DIF, and fair share). Further, roadway segment improvements at or affecting the SR-60 at Redlands Boulevard interchange improvements are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency. ***The Project's incremental contributions to Opening Year Cumulative Traffic Impacts at, or affecting, the following roadway segments are therefore considered cumulatively significant and unavoidable:***

- Redlands Boulevard north of the SR-60 Westbound Ramps to Eucalyptus (future Encilia) Avenue;

- Quincy Street south of Fir (future Eucalyptus) Avenue (future street); and

- Fir (future Eucalyptus) Avenue west of Quincy Street to the westerly Project boundary (future street) and Fir (future Eucalyptus) Avenue east of Redlands Boulevard.

<u>Response NDN-12</u>

In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR

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Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

MV00116247

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:16 PM
To: Jeffrey Bradshaw; John Terell
Subject: DEIR Comments for Ridge-1
To: Jeff Bradshaw,

These are my comments and questions concerning the Westridge Commerce Center Project.

My biggest concern and questions are regarding the cumulative effects of the 35 million square feet of warehousing proposed for this area of the city. The law requires that the FEIR address the cumulative impacts of the entire known proposal. The Agency (the city of Moreno Valley) is well aware of the fact the developer that owns most the raw land in this area wants to turn this area into another Mira Loma type warehouse district encompassing 35 million square feet of warehousing. The city has an obligation to make sure that the impacts of all 35 million square feet are addressed in this document. It is not acceptable for the city to pretend it doesn't know about these other planned warehouses. The fact they have not submitted an application yet has no bearing on the known intended plan. I will include the Press-Enterprise article in which these35 million square feet warehousing plan was detailed. DR1-1

There is only one actual lane on the westbound 60that leaves Moreno Valley and continues to Riverside. How are all these trucks going to affect the traffic going west on the 60? How is the truck traffic from the other 30 million square feet of warehouses going to affect the truck traffic?Is the city going to let this developer lie about the traffic the way they let Highland Fairview lie? Is this developer going to be allowed to show unrealistic videos of dream traffic or they going to be required to tell the truth? What is the impact of the additional truck traffic from this approximately one million square foot warehouse on the one actual lane that leaves Moreno Valley and continues to Riverside?What is the impact of the truck traffic from all 35 million square feet of warehousing on the one lane of the 60 that leaves Moreno Valley and continues to Riverside? DR1-2

We know we are not going to meet our 2015air quality targets. How are we going to meet them by adding warehousing that is not even required to meet LEED standards? Why would we add anything that is not required to meet LEED standards? How much farther over our target will we be with the addition of a one million square foot warehouse? How much farther will we be over our target with the entire 35 million square feet of warehousing proposed? DR1-3

The City of Moreno Valley has some of the most beautiful vistas in the Inland Empire. Why does the consortium this developer belongs to think it is ok to rape the views of this city when other locations would serve the same function without doing so? Why does this consortium of developers think so little of the beauty of Moreno Valley that they would destroy it just to make a couple extra bucks? There are plenty of parcels in the flat area where warehousing was intended to go. I know because my home overlooks this area. Why is this consortium of developers destroying the vistas of people who have lived in their homes many over 20 years when they don't have to? Nobody that cared for our city would so callously destroy it! Why would we want to do business with developers who care nothing for our city? DR1-4

Why is this consortium of developers building off the 60 when the 215 is a much better location? The 215 has millions of federal money spent and planned to be spent on it. The 60 has no plans to add more than the one and only west bound lane that leaves the city and continues into Riverside. March Global Port by the 215 has an airport and is nearer to the railroad. Why isn't this warehouse being proposed in the area of the city that was intended for a warehouse? Why not the March Global Port? DR1-5

The Skechers project caused animosity that still has not been resolved. This developer knows that. Why does this developer and the consortium he is aligned with think it is ok to emotionally tear a city apart? Why doesn't this developer care about the quality of life of the residents most affected by this project?

Knowing how you feel and knowing what you want to say is much easier than typing it. I sincerely hope you will answer all my concerns about this project. DR1-6

PS. I referenced newspaper articles that I will send separately

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno Valley CA 92555

DEANNA REEDER, LETTER 1

Email Dated December 6, 2010

Response DR1-1

The commentor expresses concern regarding "the cumulative effects of the 35 million square feet of warehousing proposed . . . ," citing an article from the *Press Enterprise* newspaper dated August 21, 2008 which references a "Logistics Modified General Plan" development concept included in the Highland Fairview Draft EIR (available for review at the City of Moreno Valley Planning Department, addressed on Pages 8-2 through 8-16).

The *CEQA Guidelines* (Section 15130, subd. (b)(1)(A)) state that "a list of past, present and probable future projects" may be used to provide an adequate discussion of significant cumulative impacts. No active application exists for Logistics Modified General Plan (LGMP) proposal. Nor does the City consider the LGMP proposal cited within the Highland Fairview Draft EIR to be a probable future project. On this basis, this development is not included as a "related project" for analysis in either the Highland Fairview Draft EIR or the Westridge Commerce Center Project Draft EIR. As stated in the Highland Fairview Draft EIR (Page 8-2), "[a]s no pre-application or application filing for such a concept has been made with the City, a LGMP is not included in Section 6, Cumulative Impacts, for comparative analysis with the Existing GP [General Plan]. The logistics modified concept does not represent a specific development proposal; however, it is included for public information as an alternative plan that may ultimately be proposed and processed as an amendment to the [Moreno Highlands Specific Plan] MHSP."

To date, no further inquiries, applications, or other proposals have been received by the City in regard to the possible amendment of the General Plan or the Moreno Highlands Specific Plan to support the type of development referenced by the commentor. As

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identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the adopted City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region" (Draft EIR Page 5-4).

The commentor's concerns and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

Response DR1-2

In regard to cumulative traffic impacts, please refer to the preceding Response DR1-1. In response to the commentor's concerns regarding the levels of service on westbound State Route 60, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As

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noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response DR1-3

Contrary to the commentor's assertion that the Project will not be built to Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.

MV00116251

> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20 percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

Although the ultimate level of LEED certification cannot be determined at this time, since the tenant and therefore specific environmental strategies to be employed at the facility, are unknown, it is important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

The commentor refers to "our 2015 air quality targets" but does not quantify or otherwise specify "our targets." The Project is consistent with land uses plans, and emissions reductions programs, and emission control strategies outlined in the applicable Air Quality Management Plan (DEIR at Pages 4.3-49 through 4.3-52). The Project further incorporates all feasible measures to reduce its air quality impacts. Please refer also to the preceding Response DR1-1. The commentor's statements are forwarded to the decision-makers.

Response DR1-4

The Draft EIR addresses the Project's potential aesthetic impacts in Section 4.9, and acknowledges that implementation of the Project would have a substantial adverse effect on scenic vistas, which is considered a significant and unavoidable impact. The suggested relocation of the Project is addressed in the following Response DR1-5. The commentor's statements and opinions regarding future development within the City are forwarded to the decision-makers for their consideration.

MV00116252

Response DR1-5

In regard to the commentor's suggestion that the Project be located in another area of the City, several alternative sites were analyzed as part of the Draft EIR (this discussion is found beginning on Draft EIR Page 5-37). As stated in the *CEQA Guidelines*, Section 15126.6 subd. (f)(1)(2)(A), the "key question and first step in [the] analysis [of alternative locations] is whether any of the significant effects of the project would be avoided or substantially lessened by putting the Project in another location."

An alternative site within the City would be considered generally viable if it were located along a regional freeway transportation corridor or at a regional transportation hub; was also locally accessible; was underutilized and currently available; could be developed and operated in a manner that was compatible with other proximate land uses; and was provided, or could feasibly be provided, adequate serving utilities infrastructure. Also supporting location of the Project elsewhere, an Alternative Site should have an appropriate size and configuration (approximately 50 acres and roughly rectangular); and either exhibit appropriate General Plan and Zoning designations or could be feasibly so-designated.

Only locations that would avoid or substantially lessen significant effects of the Project need be considered. To this end, four (4) possible alternative sites were located, as follows:

- Alternative Site 1: 70 acres located between Perris Boulevard and Grove View Road, and south of Indian Avenue to the southern City limits (APNs 316-210-071, -073, -075 and -076);

- Alternative Site 2: 92 acres located between Heacock Street and Indian Street, south of Cardinal Avenue and north of San Michele Road (APNs 316-180-010, 316-170-001, -002, -004, -006, -007, -008, -010, -013, and -014);

MV00116253

- Alternative Site 3: 72 acres located west of Indian Street between Iris Avenue and Krameria Avenue (APNs 316-020-002, -003, -004, -005, -012, -013, -014, -015, -016, -017, -018 and -019); and

- Alternative Site 4: Approximately 69 acres located at the southeast corner of Heacock Street and Iris Avenue (APNs 316-020-001, -006, -007, -028, and -010).

Each of the four (4) sites is currently vacant; is more than 50 acres in size and of a roughly rectangular configuration; is zoned for industrial use; and is adequately served by nearby utilities and infrastructure. Further, Alternative Sites 1 through 4 are proximate to the I-215 regional transportation corridor, and are also locally accessible. Notwithstanding, these sites are all currently unavailable. Alternative Site 1 currently has applications under review for a 1.6 million square foot warehouse distribution facility, while development plans have been submitted and approved for sites 2, 3 and 4.

Other potentially suitable and available properties are located easterly of the current Project site, along the SR-60 corridor. For the purposes of the Alternative Site analysis, the vacant property located southeasterly of the intersection of SR-60 at Theodore Street was selected for analysis, and is identified as Alternative Site 5 (shown in Figure 5.2-2 of the Draft EIR). This property exhibits an appropriate Business Park/Light Industrial General Plan Land Use designation; is of adequate size and is appropriately configured; and is provided access to regional and local roadways. Utilities and services are generally available to the site. The site appears to be available for purchase; however, it is not currently controlled by the Project Applicant, and a zone change from "Business Park" to "Light Industrial," would be required, similar to the change of zone requested by the Project.

Although development of the Project on Alternative Site 5 could achieve the Project's objectives, none of the Project's potentially significant impacts would be avoided or substantially reduced. Because Alternative Site 5 would not result in the avoidance or

MV00116254

substantive reduction of Project-related impacts, this Alternative Site was also rejected from further consideration within the Draft EIR.

Response DR1-6

The commentor's concerns and opinions are forwarded to decision-makers for their consideration.

MV00116255

From: Late98765@aol.com
Sent: Monday, December 06, 2010 5:23 PM
To: Jeffrey Bradshaw
Subject: DEIR Comments Ridge-2
To Jeff Bradshaw,

This is the article I referenced in the first email.

Sincerely,
Deanna Reeder
17351 Riva Ridge Dr
Moreno valley CA 92555

DR2-1

More distribution centers proposed for Moreno Valley's eastern side

Download story podcast

10:00 PM PDT on Thursday, August 21, 2008

By DAN LEE
The Press-Enterprise

MORENO VALLEY - Highland Fairview Properties, the developer of the Aquabella residential project and the Skechers logistics facility, is considering plans to build as much as 35 million square feet in distribution centers on the eastern side of town.

That potential scenario was included in the draft environmental impact report that the Michael Brandman Associates consulting firm prepared for the Skechers project. It would affect about 1,800 acres south of Highway 60 and between Redlands Boulevard and Gilman Springs Road, reducing the number of homes allowable in the Specific Plan in the area and increasing the land devoted to industrial uses.

Although the 1.8 million-square-foot Skechers building is a separate project, Highland Fairview President Iddo Benzeevi said the scenario was included in the report because residents had asked what might happen if that area, known as the Moreno Highlands, was developed into a business park. Highland Fairview has not formally submitted any proposal for logistic centers in the Moreno Highlands area.

Story continues below

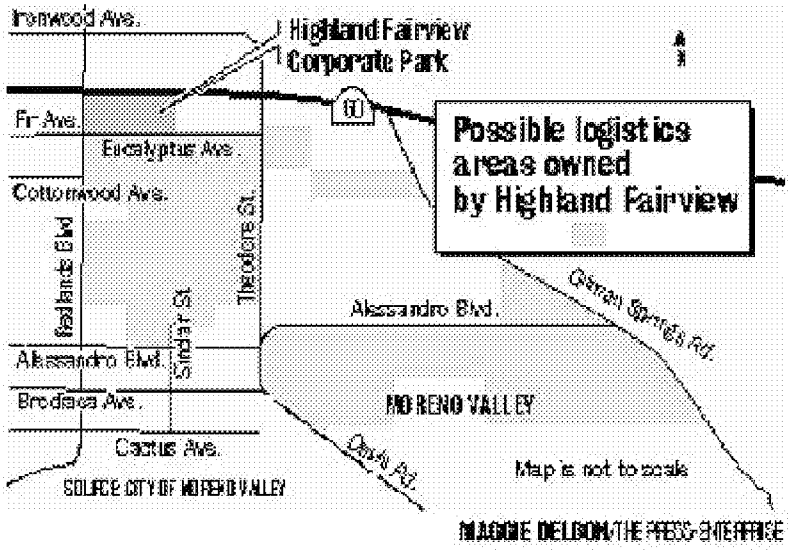

"It is an alternative that will be evaluated," Benzeevi said by phone. "We're looking at every possibility."

Any such proposal would require revising the Moreno Highlands Specific Plan, which would require the city Planning Commission and the City Council to hold public hearings prior to approval, city Planning Official John Terell said by phone.

Jobs

The City Council had approved the Moreno Highlands plan in 1992. The 3,000-acre, master-planned community would include 7,700 homes, a 600-acre business park, schools, golf courses and 120 acres of city parks. It would add as many as 30,000 new residents to Moreno Valley and 21,000 jobs, according to city estimates at the time.

Environmental activists sued the city over the plan, claiming that traffic, air pollution and potential earthquake hazards were not adequately addressed. They also argued that the planned community threatened the nearby San Jacinto Wildlife Area.

Although the projects' developers decided not to shelve their construction plans in June 1993, citing the economic downturn at that time, a judge in May 1994 ruled that the city had approved the Moreno Highlands plan properly. The Moreno Highlands community remains unbuilt.

Benzeevi said it is critical that Moreno Valley develop more of an employment base: Only about 3 percent of Moreno Valley's land can generate jobs, compared with the 10-20 percent in most cities. Without sufficient local jobs, residents are forced to commute out of town for work, creating traffic and causing them to have less time with their families, he said.

"It is just not acceptable," Benzeevi said. "We need to build sustainable communities."

A big part of the original Highlands plan already was intended for industrial uses, the developer added. With the addition of distribution centers the Moreno Highlands area could generate more than 26,700 jobs, according to Michael Brandman Associates.

Jamil Dada, chairman of the Moreno Valley Chamber of Commerce, said he agrees that Moreno Valley needs jobs. Dada has supported the Skechers project and proposals by ProLogis and First Industrial Trust to build distribution centers nearby.

Dada added, however, that he would like to see city officials determine what Moreno Valley residents want on the eastern end. He also said he would like to know what the environmental impact of the proposed changes might be.

'Still a Mess'

A new grassroots group called Residents for a Livable Moreno Valley is expressing concern about the proposed distribution centers. Spokesman Bob Franz said he is not opposed to growth or creating more jobs, but building distribution centers in eastern Moreno Valley does not make sense, given the traffic and pollution.

"It's already still a mess heading west (on Highway 60)," Franz said by phone. "I don't think it's a good idea taking trucks east through the Badlands."

The addition of logistics buildings to the Moreno Highlands would result in less traffic and overall pollution emissions than the land uses under the existing plan, according to Michael Brandman Associates. However, it would result in increased diesel emissions, the consulting firm found in its report.

Benzeevi said any logistics or distribution centers built in the Moreno Highlands area would be built to the same standard as the Skechers building, which is seeking the highest rating under the Leadership in Energy and Environmental Design standards. The developer added that Highland Fairview would take the necessary steps to minimize the effects on air quality and traffic as much as possible.

The logistics proposal and the future of eastern Moreno Valley are expected to be issues in the Nov. 4 election for the 3rd Council District seat, which represents the area.

Incumbent Frank West has said his constituents are concerned about building distribution centers on the eastern end of Moreno Valley. But West has four challengers: Robin Hastings, Mike Rios, Ray Carbajal Jr. and Robert Burks.

Moreover, the Moreno Valley Taxpayers Association has spent about $120,000 on a campaign to oust West and fellow incumbent Councilman Charles White. Highland Fairview Properties has contributed $60,000 to the effort, according to the most recent campaign finance reports that have been submitted.

Reach Dan Lee at 951-763-3457 or dlee@PE.com

DEANNA REEDER, LETTER 2

Email Dated December 6, 2010

Response DR2-1

Receipt of the article referenced in the commentor's preceding correspondence (referenced in this document as "Deanna Reeder, Letter 1") is acknowledged. The preceding responses DR1-1 through DR1-6 are provided to address the commentor's specific concerns.

MV00116259

From: sgcricket@aol.com
Sent: Friday, December 03, 2010 11:58 AM
To: Jeffrey Bradshaw
Subject: Public Comment on West Ridge Commerce Center

Comments: West Ridge Commerce Center Draft EIR
From: Residents for a Livable Moreno Valley

Residents for a Livable Moreno Valley is concerned that the City of Moreno Valley is not moving in the direction as stated in the General Plan. The eastern end of the City has the potential to develop into something the residents can be proud to share. There are mountain views, Lake Perris Recreational Area, Riverside County Conservation Area land, San Jacinto Wildlife Area and San Timoteo State Park surrounding this portion of Moreno Valley. The pathway chosen by Council and reflected in past General Plan changes is a concern. The City must:

1. Increase employment
2. Improve high school and college graduation rates
3. Raise the median income of the City
4. Provide a variety of housing for the residents
5. Protect the health and safety of the residents

Warehousing provides none of these benefits to the citizens. The number of employees per square foot of warehouse is minimal, the education requirements are marginal, the salary of a warehouse employee will not provide a middle/upper middle class life style, the location of warehouses will discourage construction of large, estate homes, the accumulated pollution will create health hazards for residents, and the dangerous conditions on SR 60 will not be addressed. RLMV-1

My questions to the developer (and Council, which has power to approve General Plan amendments):

1. Employment
   How many permanent employees per square foot will be working on site after construction? How many employees per square foot are employed at a Business Park designation?
   If the public wants to know the number of employees, will the tenant's personnel offer to provide this?
   If Moreno Valley residents are expected to tolerate the pollution, traffic and noise associated with warehouses, what percentage of City residents will be hired for the facility and will personnel make proof of residency available?

2. Education
   If the education needed for a warehouse position does not require a high school diploma or equivalency, how will this project improve the incentive for students to graduate?
   What percentage of positions will require post-high school education?
   What percentage of positions will require a 4 year college degree?
   What support will the employees receive to attend RCC or trade schools?

3. Income
   What will be the median and average salaries for the proposed warehouse employees?
   Will the median and average be above or below the median and average income for Moreno Valley?
   If the median and average is below that of the current City income, how will the warehouse help to raise that statistic?

4. Housing
   Where in Moreno Valley will the "estate" housing be built?
   Warehousing presents a stigma for the development of upper end housing. How will this provide a positive direction for the City?
   For every apartment unit built for homeless and low income warehouse employees, why isn't a home built that is above the average home cost?
   How will warehousing stop the downward spiral of low cost housing that is not balanced with an increase in upper end homes?
   What will stop the median home cost from going down and making the City look less attractive to those with money to buy?

RLMV-2

5. Health and Safety
   Why is Caltrans not being tasked to provide safe improvements to Highway 60 BEFORE the increase in truck traffic?
   Why are overpass improvements considered sufficient to improve traffic flow?
   Why is the cumulative effect of future development not considered?

RLMV-3

Why are two lanes in each direction considered sufficient when they are immediately impacted by one truck passing another?
Why is the one lane merge from the 60 to the 215 considered a final solution when accidents occur daily and deaths occasionally? What amount of "backup" is considered tolerable? RLMV-3 (cont'd)

What buffer is provided between residential zoning and the project? Business Park is considered a buffer between Light Industrial and residential. Does this mean that should the zoning be changed to Light Industrial to accommodate the project, the land south of the project will be rezoned as BP? RLMV-4

Sincerely,
Residents for a Livable Moreno Valley
3 December 2010

RESIDENTS FOR A LIVEABLE MORENO VALLEY

Letter Dated December 3, 2010

Response RLMV-1

The commentor's views in regard to the City's direction and potential, along with their concerns regarding warehouse development, are forwarded to decision-makers for their consideration.

Response RLMV-2

The purpose of the California Environmental Quality Act (CEQA) is to identify and determine the significance of the environmental effects caused by a project. As noted in *CEQA Guidelines* Section 15064 subd. (e), "[e]conomic and social changes resulting from a project shall not be treated as significant effects on the environment."

No physical changes resulting from the Project's potential economic or social changes have been identified, and as such, the Project's potential economic effects were not addressed within the Draft EIR. While outside the scope of the Draft EIR, the commentor's questions regarding employment, education, income and housing are forwarded to decision-makers. It may be noted that no amendment to the General Plan is proposed as part of the Westridge Commerce Center Project, nor would a General Plan amendment be required in order to approve the Project.

Response RLMV-3

The timing of roadway improvements on the SR-60, which are jurisdictionally controlled by Caltrans, is outside the control of the Applicant and the Lead Agency (the City of Moreno Valley). It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area.

The commentor's question in regard to overpass improvements appears to misconstrue the findings of the Draft EIR. The commentor is referred to Draft EIR Section 4.2, "Traffic and Circulation," which identifies a combination of Project improvements and mitigation measures mitigation to address the Project's potentially significant traffic impacts. While the overpass improvements identified in the Project's Traffic Impact Analysis (and summarized in Draft EIR Table 4.2-15) are expected to improve traffic flow, the Project was found to result in significant cumulative traffic impacts that cannot be sufficiently addressed by overpass improvements alone.

The Draft EIR considers, at some length, the cumulative effects of future development. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. A discussion of the Project's potential cumulative impact is included in each of the Draft EIR's topical analysis sections, and potential impacts are summarized in Section 5.1, "Cumulative Impact Analysis" (Pages 5-1 through 5-25).

The number of lanes required for local streets within the Project vicinity is determined by the City of Moreno Valley General Plan Circulation Element, which is available for review at the City's Planning Department, or online at the following website: http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/5-circu.pdf.

In regard to the referenced "one lane merge from the 60 to the 215," the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be

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nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Effects of cumulative development of concern to the commentor are addressed at DEIR Section 5.1, "Cumulative Impact Analysis." Topical areas considered therein include:

- Cumulative Impacts Related to Land Use and Planning;
- Cumulative Impacts Related to Traffic and Circulation;
- Cumulative Impacts Related to Air Quality;
- Cumulative Impacts Related to Noise;
- Cumulative Impacts Related to Water Supply;
- Cumulative Impacts Related to Cultural Resources;
- Cumulative Impacts Related to Biological Resources; and
- Cumulative Impacts Related to Aesthetics.

MV00116264

Response RLMV-4

As presented in the Draft EIR (Page 4.9-22), "[t]o provide a visual transition and buffer between southerly adjacent properties and the Project site, the Project incorporates a substantial landscaped setback along its southerly boundary (please refer to EIR Section 3.0, Project Description, Figure 3.5-1, Site Plan Concept). The proposed buffer/setback incorporated in the Project design also provides physical separation between the Project's operational activities and southerly adjacent land uses, acting to reduce potential environmental impacts (e.g. noise and air quality impacts) received at off-site land uses. This setback area extends approximately 250 feet northerly from the southerly Project boundary, continuing to the 14-foot high masonry screenwall which defines the Project's southerly loading area boundary."

Related to design and implementation of the Project setback described above, the Project includes a discretionary action (Amendment to Municipal Code Section 9.05.020 B (City Case # PA10-0017) [Light Industrial Districts]. The proposed code amendment requires buffering between Residential districts and industrial and warehouse structures greater than 50,000 square feet in building area (such as the Project). More specifically, as provided under proposed Code Section 9.05.040 Industrial Site Development Standards, Section B, 9. :

> 9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

The above requirements would apply to the Project and would act to ensure the protection of the health, safety and welfare of future residents. While it is acknowledged that the Project proposes a change of zone from Business Park to Light Industrial, no other zone changes are proposed.

MV00116265

From: George Hague [gbhague@gmail.com]
Sent: Monday, December 06, 2010 4:52 PM
To: Jeffrey Bradshaw
Subject: Please confirm = II Additional Sierra Club comments to Westridge Commerce Center's DEIR

From: George Hague [mailto:gbhague@gmail.com]
Sent: Monday, December 06, 2010 11:40 AM
To: Jeffrey Bradshaw
Subject: Additional Sierra Club comments to Westridge Commerce Center's DEIR

Good morning Mr Bradshaw,

Please use these comments instead of what I sent you at 11:40 am today.

Re: Comments to the Westridge Commerce Center Draft Environmental Impact Report (DEIR)

During Thursdays Informational meeting the Consultant said that Appendix B would show that the Moreno Highlands project would be included. Using cumulative development from Chpater 5 and appendix B one does not find the Moreno Highlands Project. You do not even include Moreno Highlands at build out, but instead use 2013 as some magical date. Based on this standard if Moreno Highlands is not build for another 20 years then we can just approve all other lands with projects which would use all of SR 60 capacity-without factoring Moreno Highlands into the equation. SC-1

How can Moreno Valley allow what is shown on Exhibit 7-2 where the SR-60 westbound traffic is Four times the present level in 25 years? SR-60 can not handle the traffic we presently have. The Final EIR will be inadequate unless you can show the LOS at the point where SR-60 & I- 215 connect heading west with today's traffic, with this project added and 25 years from now with its ultimate improvement according to the RCTC. The same needs to be done heading east on SR-60 at the point it passes over Pigeon Pass/Frederick Street. The City then needs to explain how anyone will want to do business in a city that doesn't allow you to move through except at a crawl. SC-2

Whenever Skechers or the Highland Fairview project is mentioned you need to include both approved warehouses on their site as well as all the other commercial and land uses approved-- not just the single Skechers warehouse. This is true for not only for all Sierra Club comments, but all other comment letters on this project-- or your EIR will be inadequate. SC-3

How many diesel truck trips are expected to/from this project site and during what times of the day? Please respond to all question submitted to this DEIR within the Final EIR and not redirecting the public to someplace in the DEIR. SC-4

Building to LEED certification is good, but explain why the project will not try for at least Silver. There are many good ideas which could be designed/built into this huge warehouse to make it a environmentally superior and healthier project for Moreno Valley. The FEIR must list all those ideas which you will not incorporate into the project and fully explain why not. This must include those ideas which would lessen the projects impacts on Air Quality, Greenhouse Gas, and Global Warming. How will this project either help meet the goals of AB 32 or hinder our City's fair share in meeting its goals and standards? SC-5

The Sierra Club believes the impacts to Agricultural resources are considerable and need to be thoroughly discussed in the FEIR. The Lands of Local importance can not be just dismissed. Your project is growth inducing and could lead to the destruction of one of the last citrus groves in our city with the approval of Pro Logis. SC-6

How many diesel Trucks trips are calculated to use Redlands Blvd to enter/exit the city from your project? When combined with Skechers and ProLogis how many truck trips are calculated to use Redlands Blvd to enter/exit Moreno Valley. When you combine all three of these warehouses, operating a full capacity, with the existing background traffic, how many diesel trucks trips will use Redlands Blvd to enter/exit our city? SC-7

Since all diesel trucks must use Fir Street to enter/exit the project, how can you say the project is a safe distance from the property zoned residential across the street from your project? How will all the diesel trucks impact these future residents during your 24-7 operation? How does the toxic diesel emissions change during acceleration/deceleration as the trucks enter/exit the project? Your analysis of impacts must take this into consideration. With your growth inducing impacts how many diesel trucks will be using the improved Fir Street, adjacent to your project and future residents, when both approved warehouses at the Highland Fairview project, and Pro Logis are in full operation? SC-8

Please explain why reclaimed water will not be used? Between this project and Skechers you should be able to bring it north to serve both the needs of both sites. SC-9

The Sierra Club believes the DEIR fails to fully explain all the direct, indirect, growth inducing and cumulative impacts. The cumulative development list is not complete. The alternatives need to be further developed--especially since this project will not be built for perhaps years and there are existing warehouses sitting unoccupied. SC-10

The Sierra Club appreciates the opportunity to continue to add comments to this project's environmental documents. Please keep me informed of all future meetings and documents by using the address below. SC-11

Sincerely,

George Hague
Sierra Club
Moreno Valley Group
Conservation Chair

26711 Ironwood Ave
Moreno Valley Ca. 92555

SIERRA CLUB (GEORGE HAGUE)

Email Dated December 6, 2010

Response SC-1

It is presumed that the commentor's references to the "Moreno Highlands project" are intended to mean the Moreno Highlands Specific Plan, which was approved in 1992. Because approval of this Specific Plan preceded the adoption of the City's existing General Plan, the land uses approved as part of the Specific Plan are reflected in the adopted General Plan land use designations, which were the basis for the Draft EIR's consideration of ambient growth.

The year 2013 is utilized within the Project's Traffic Impact Analysis (TIA) and identified in the Draft EIR as the Project's anticipated opening year. As noted on Draft EIR Page 4.2-15, "[t]he City requires development TIAs to analyze a horizon year that is a minimum of five (5) years from baseline existing (2008) conditions reflected in the TIA. Accordingly, the potential traffic impacts of the Project are determined for 2013 ("Opening Year") conditions. This includes the application of an assumed background growth factor, to which traffic generated by known or probable 'related projects' was added."

Response SC-2

In regard to the commentor's concerns regarding traffic growth on SR-60, the Project TIA (included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather

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to analyze the current and future projected operations within the segment based on freeway lane geometrics."

The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

Response SC-3

As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. Included for the Highland Fairview Corporate Park were the following anticipated land uses: Logistics (2,410,000 square feet); Retail/Outlet Center (10,000 square feet); and Community Commercial (200,000 square feet). A review of the Highland Fairview Draft EIR (available at the City of Moreno Valley Planning Department) indicates that this is the maximum development scenario for this recently approved project.

MV00116269

Response SC-4

Estimated opening-year average daily Project-generated truck trips ingressing/egressing the Project site via Redlands Boulevard are as follows:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Cumulative opening year average daily traffic along Redlands Boulevard north of Fir (future Eucalyptus) Avenue is estimated at 30, 400 trips (see TIA Page 115, Exhibit 6-10), This is inclusive of all trips/all vehicle categories generated by existing, proposed or anticipated development, and includes trips generated by the Westridge Project, Skechers, and Pro Logis cited by the commentor.

Total anticipated trip generation of the Project, including a quantification of the types of vehicles expected to access the site, is identified at Draft EIR Table 4.2-6 (Page 4.2-19). This Table has been reproduced below for ease of reference.

MV00116270

Table 4.2-6
Westridge Commerce Center Trip Generation

Project Description	AM Peak Hour			PM Peak Hour			Daily
	Enter	Exit	Total	Enter	Exit	Total	PCE
High Cube Warehouse (937.260 thousand square feet)							
Passenger Cars	26	22	47	22	34	56	729
Truck Trips (PCE):							
2-axle	5	4	9	4	7	11	145
3-axle	16	13	29	13	21	34	440
4+axle	57	48	105	48	76	124	1,616
Net Truck Trips (PCE)	78	65	143	65	104	169	2,201
Total Trips (PCE)	**104**	**87**	**191**	**87**	**139**	**225**	**2,930**[1]

Source: *Westridge Commerce Center Traffic Impact Analysis* (Urban Crossroads) May 20, 2010 (Revised).

[1] 2,930 PCE trips = 1,585 net vehicle trips (the raw arithmetic number of truck and passenger vehicle trips) generated by the Project. It should be noted that because different classes of vehicles (e.g., passenger cars, light trucks, heavy duty trucks) exhibit differing emissions characteristics that for the purposes of quantifying and evaluating air quality impacts, vehicle trips are quantified and segregated by vehicle type. In comparison, the Project's traffic study evaluates the effects of traffic at intersections and roadways, and therefore presents the total vehicle trips in terms of Passenger Car Equivalents (PCEs), thereby recognizing and acknowledging physical size differences in vehicles and related effects on roadways and at intersections.

The germane issue with regard to potential truck traffic impacts is peak hour passenger car equivalent (PCE) intersection traffic volumes. As substantiated in the Draft EIR, all Project-specific traffic impacts, inclusive of truck traffic impacts, are reduced to levels that are less-than-significant. If the commentor's concerns are not really truck traffic volumes, but rather truck-generated diesel emissions, the Project Health Risk Assessment (HRA) summarized at EIR Section 4.4, "Air Quality," and discussed in detail in the Project HRA Study (included at EIR Appendix C) substantiates that with application of mitigation, Project-related diesel emissions will not result in significant adverse health risks.

As noted in the Draft EIR (Page 3-4), "[f]or the purposes of the EIR analysis, the Project is assumed to be operational 24 hours per day, seven (7) days per week, except as may be otherwise limited by applicable codes or regulations."

MV00116271

Response SC-5

The ultimate level of LEED certification cannot be determined at this time, since the tenant(s) for the Project, and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

As noted on Draft EIR Page 4.3-110, "the Project is consistent with, or otherwise not in conflict with the CARB Scoping Plan recommended measures and actions and the GHG emission reduction strategies set forth in the 2006 CAT Report. As such, a qualitative assessment of the Project impacts based upon consistency with the CARB Scoping Plan and the 2006 CAT Report, supports the conclusion that the Project GHG emissions are not cumulatively considerable. [Draft EIR] Table 4.3-21 identifies the various sources of guidance for determining the significance of impacts from GHG emissions, and the applicability of each source to this Project. Further, Project GHG emissions will be further reduced with implementation of the Project design features and mitigation measures."

Contrary to the commentor's assertion otherwise, the FEIR need not list and evaluate all mitigation measures offered. With specific regard to potential GHG/GCC impacts (and measures offered to reduce potential GHG/GCC impacts), the Project's individual and cumulative impacts GHG/GCC impacts are substantiated to be less than-significant (DEIR Pages 4.3-88 through 4.3-11; DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and

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Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

Response SC-6

Despite the commentor's assertions, the Draft EIR does not "just dismiss" potential impacts to agricultural resources. As discussed in the Draft EIR (Pages 1-7 to 1-8), potential impacts regarding the conversion of farmland to non-agricultural uses were considered as part of the Draft EIR and found not to be potentially significant. The potential loss of agricultural land throughout the City attributable to General Plan implementation was acknowledged in the General Plan Final Program EIR (GPEIR, available for review at the City of Moreno Valley Planning Department) as significant and unavoidable. The GPEIR (Page 5.8-10) states that, "[s]ince the feasible mitigation measures that are available to reduce the impact to loss of farmland within the planning area are not consistent with the project objectives and land uses of the General Plan alternatives, no mitigation measure is proposed and the impact will be significant and unavoidable." Certification of the GPEIR required the City to adopt overriding considerations in regard to all impacts determined significant and unavoidable, including the potential for loss of agricultural lands. On this basis, the Project's Initial Study correctly concluded that the Project would not have the potential to result in significant impacts beyond those already addressed in the City's GPEIR. Because the Project's potential impacts are less-than-significant in this regard, no mitigation is required.

The commentor's opinions in regard to the potential impacts of the proposed ProLogis project are forwarded to decision-makers for their consideration.

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Response SC-7

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Exhibit 5-4 in the Project TIA (Draft EIR Appendix B) identifies the truck trip distribution anticipated at General Plan Buildout, which includes traffic generated by the Project, the Projects referenced by the commentor, and all other known and probable development that is anticipated to occur at the SR-60/Redlands Boulevard Interchange.

Response SC-8

The commentor expresses concerns regarding diesel emissions from vehicles traveling along Fir (future Eucalyptus Avenue) and their potential impacts at adjacent residential uses. A Health Risk Assessment of Diesel Particulate Emissions was prepared to

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address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment (HRA) was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA arguably consider potential worst case cancer risk exposure by evaluating pollutant concentrations at the Project site, which include pollutant emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, and a portion of each 24-hour cycle is spent indoors. In addition, individuals and families at a given location for 70 or even 30 years would be considered the exception rather than the norm. The California OEHHA has indicated that based on EPA studies, the EPA

MV00116275

recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

In response to the commentor's specific concerns regarding potential cumulative effects of DPM emissions, regionally, the SCAQMD has conducted a cumulative analysis of the toxic air contaminants (including DPM emissions) and their resulting health risks for all of Southern California. This study, Multiple Air Toxics Exposure Study in the South Coast Air Basin, or MATES III, indicates the average excess cancer risk level from exposure to TACs is approximately 1,200 in one million basin-wide. These estimates were based on monitoring data collected at ten fixed sites within the South Coast Air Basin.

None of the fixed monitoring sites are within the immediate Project area. However, MATES III has extrapolated cancer risk levels throughout the Basin by using grid-specific modeling. In this regard, MATES III grid modeling predicted a cancer risk of 524 in one million for the Project area. DPM is included in this cancer risk along with all other TAC sources, and accounts for the predominance (83.6 percent) of the total risk shown in MATES III. The Project will not contribute cumulatively to TACs other than DPM, however, the Project DPM emissions levels are not significant. That is, as

MV00116276

discussed in Section 4.3 of the Draft EIR, the SCREEN3 screening analysis prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million.

Though the Project DPM emissions would add to existing levels of DPM within the basin, the Project's contribution and associated MICR as mitigated is not individually significant and is not cumulatively considerable. [11] Please refer also to Response SC-4.

Response SC-9

Developments within the Project area are reliant on the Eastern Municipal Water District (EMWD) for the provision of reclaimed water, as well as potable water. Ultimate timing and provision of recycled water to the Project will be determined by EMWD, not the Applicant or the Lead Agency. To assert or assume otherwise is speculative. As noted on Draft EIR Page 4.5-25, "[t]he Project will use non-potable water for irrigation to the extent that such water sources are available to the Project. In

11 [T]he AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for toxic air contaminant (TAC) emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant (*South Coast Air Quality Management District White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*, Appendix D, Page D-3).

MV00116277

anticipation of reclaimed/recycled water availability, the Project will design and implement all irrigation systems per EMWD recycled water facilities standards."

Response SC-10

The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration during deliberations on the Project. The cumulative project list was compiled in consultation with City staff, and includes Projects that are consistent with those of other EIRs that have been prepared by the City for development proposals in the vicinity of the Project. The commentor is also directed to Draft EIR Section 5.2, which includes a comprehensive discussion of the potential for other approved warehouse projects to serve as an alternative to the proposed Project site.

Response SC-11

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings.

MV00116278

Thomas Thornsley
29177 Stevens Street
Moreno Valley, CA 92555

December 5, 2010

Mr. Jeff Bradshaw
City of Moreno Valley
14177 Frederick Street/P.O. Box 88005
Moreno Valley, California 92552

Via e-mail: JeffreyB@moval.org

Dear Mr. Bradshaw:

Re: Draft Environmental Impact Report (DEIR) Westridge Commerce Center, SCH#: 2009101008

As a concerned residents on the east end I have reviewed the Draft Environmental Impact Report (DEIR) for the proposed Westridge Commerce Center. I can not agree with some of the conclusions because it appears that some impacts are being written off because the City simply has not taken a progressive stand on potential development impacts or adopted stricter criteria for development (i.e.: enhanced development standard and limited design guidelines, or full improvements with future restitution.). As with most projects requirinig EIRs this project has some significant impacts that, quite simply, are being written off because the impact can not be completely mitigated to below a level of significance. However, several impacts could be lessened with further mitigated than what is proposed; most notable with regard to Traffic Impacts. In these instances it would be prudent to impose mitigation(s) to further lessen those impacts, thereby, leaving a smaller intensity of impacts that to be overridden by the City Council. TT-1

Project Description – So much of this document reads like "boilerplate text" and it fails to provide complete account of the entire project in any one location. The full project description is hard to quantify without looking in several places in two separate chapters. Even then the proposed Amendment to the Municipal Code related to providing "objective standards for the development of Light Industrial uses adjacent to residentially zoned property," fails to be detailed anywhere in the text and I am unable to determine what changes are being made. So therefore I ask: TT-2

- Why are you not providing a detailed description of the code amendment?
- What are the details of the proposed amendment? (Provide current text and proposed text.)

Aesthetics

Loss of Scenic Vista – The DEIR states that there is no feasible way to reduce impact (lost view of the surrounding hills) below a level of significance which may be true, but man-made enhancements along the 60-Freeway can offer a new pleasurable scenic vista thus mitigating a substantial amount of the loss. As such this issue should be addressed in greater detail to enhance what is lost for the community. TT-3

- Why is this project not offing to better enhance and screen the view from 60-Freeways with more extensive architectural relief, landscaping and a screen wall? TT-3 cont'd.

The photo simulations in the DEIR fails to depict the actual view from the roadways or what the view would be like for passing motorist after freeway expansion. Each simulation is a straight ahead view from each particular roadway/highway. Since the 60-Freeway is a General Plan designated Scenic Corridor true views are 360 degrees (and primarily southward as shown in Figure 4.9-1) and as such this document needs to be amended to <u>show the impacted views from the 60 Freeway looking south across the project site</u> to show how the building and loading docks will be buffered and compliment by landscaping and the screen wall as required by the development code. TT-4

- Why doesn't this document show a true view southward across the site as it would be viewed from the 60-Freeway by passing motorist?
- Why doesn't this document show the screening method of the building and loading docks?
- Why isn't there a visualization of the site screening method at full build-out of the Freeway?

Under the current zoning, building sizes are limited to 50,000 s.f. thus offering the opportunity for smaller buildings, greater elevation variations, and views through and between buildings if built and scattered across the same project area. So far the warehouse projects approved and proposed along the 60-Freeway corridor far exceed the original zoning building size limitations and as proposed are creating what will appear to be a mile long wall blocking almost all vistas to the south. TT-5

- Why is it not feasible to create smaller buildings for what is a speculative project at this time in a down economy?

<u>Recommendation</u>: **Mitigation measures** should be added to this project to require a sufficient landscape area and screen wall along the 60-Freeway to effectively screen the building and the loading dock and to act as an alternate aesthetic feature in place of the lost Scenic Vista. TT-6

<u>Building</u> – It is hard to understand the need for such a tall building unless it contains multiple internal stories which would then conflict with the floor area ratio (another issue). Under the existing zoning it was much more likely that the site would develop with smaller buildings and thus lower building profiles. One method to better preserve the scenic vistas would be limiting the overall building height to 25-30 feet. This would permit the building to go almost unnoticed if is truly built 20 plus feet below grade. As such a **<u>mitigation measure reducing the height of the structure to preserve some of the scenic vistas should be imposed.</u>** Thus, mitigating the impact to scenic vistas may not require the City to override this impact as proposed. Additionally, building relief (offsets) appears to be non existent on all elevations with limited compliance with General Plan Policy 2.10.3. Mitigation measures should be included requiring greater wall offsets relative to the expanse (1,300 foot length) of the building elevation. TT-7

- Building function is not necessarily compromised by building plane variations so why are there not more telling offsets to the building exterior? This applies to all four sides.

<u>Light and Glare</u> – The east end of Moreno Valley as enjoyed a rural atmosphere for decades and as such would be significantly impacted if project site lighting is not controlled. Additionally, this area falls just within the Mount Palomar Observatory Dark Skies area and should comply with their limitation to prevent light pollution. The International Dark-Sky Association web site at: <u>www.darksky.org</u> lists lighting fixtures and methods to meet dark sky specifications. <u>Add a Mitigation Measure</u> (beyond city policy) to assure that site lighting is compatible with "Dark-Sky" specifications or limit lighting to only the use of low pressure sodium lights, full shielding above a horizontal plain and no building or pole mounted lighting fixtures that project light outward horizontally beyond the property boundary to TT-8

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eliminate the potential for nighttime light glare to motorist. This last request is especially relevant to freeway motorist.

- Why is there not a mitigation measure include with this project that assures full compliance and extra measure beyond the basic restrictions listed in the city?

TT-8, cont'd

<u>*Screen Walls*</u> – Page 3-9 makes mention of an 8-foot screen wall along the 60-Freeway yet there is no mention of this wall in Section 3.5.12. Neither the site plan nor the cross sections in this document list any screen wall along the 60-Freeway frontage. Since the City's General Plan Policies (2.10.2, 2.10.4, 2.10.5) and Development Code requires the screening of loading areas a **Mitigation Measure** needs to be added that will assure a wall of sufficient height will be installed along the project's north property line to screen the view down into the loading dock from the 60-Freeway and the eastbound off-ramp. Additionally, due to the massive length of this wall the screen wall should have significant vertical wall plain offsets and other variations (texture, style, height) to avoid visual monotony along the freeway.

- What type of adequate full screening method will be provide along the north property boundary adjacent to the 60-Freeway in compliance with city code?

<u>*Landscaping*</u> – Extensive landscaping is provided along the southern boundary of the project as a buffer for visibility of the project. The same level of treatment should be provided along the north property line in compensation for the lost Scenic Vista. The northern most landscaping provided on site is on what appears to be a 2:1 slope dropping immediately from the freeway right-of-way down to the parking and loading area. Since all of this landscaping is below freeway grade it will provide little complimentary relief to the massive building. Additionally, city code requires screening of parking and loading areas with a minimum 10-foot landscape buffer utilizing walls and burms to screen these elements.

TT-9

- Why is there not a sufficient landscape buffer and screen wall along the northern most project boundary along the freeway right-of-way?
- How does this project proposes to meet the 10-foot landscape requirement for buffering if all of this area is below grade?

Traffic

The DEIR states that "the Project cannot feasibly construct the required improvements and/or Payment of fees will not assure their timely completion" and "Pending completion of required improvements the Project's incremental contributions to Opening Year Cumulative traffic impacts at or affecting (certain) intersections are considered cumulatively significant and unavoidable." Since most of the studied intersection are not currently impacted this project will be the ultimate source causing them to be impacted and as such this project should be held responsible to further eliminate those impacts beyond just "paying the TUMF" and letting the improvement happen when they may. The following passage, "The Project will pay required TUMF, thereby satisfying its proportional fee responsibilities for improvements required to mitigate Opening Year Cumulative traffic impacts," is utilized time and again in MMs 4.2.3 through 4.2.9 in what appears to be the project proponents out for making some simple fixes such as stripping for right-turn lanes. These types of simple fixes should be the responsibility of the development.

TT-10

Since it appear that it could be quite some time before full improvement are made to connect Fir Avenue through from Redlands Boulevard to the terminus of Eucalyptus Avenue the added traffic burden to Redlands Boulevard will greatly impact travel and completely diminish the level of service currently available The project proponent needs to provide a supplemental or alternative analysis in the form of a

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tiered level of improvements that can be made that diminishes the impacts at Opening Year. Additionally, the cost burden undertaken by the developer should be determined for reimbursement.

- What additional improvements can be made prior to building occupancy that will address the immediate impact at Redlands Boulevard and the 60-Freeway in exchange for fees paid for improvements elsewhere?
- Since the city will reimburse developers for improvement costs beyond those associated with their project why is this project not proposing to make the extra improvements to lessen the impacts and better serve its future users and the neighboring community? TT-10 (cont'd)

If these improvements are not made by the time the project is in its Opening Year what will be the timelines for making these improvements and what criteria (money, Caltrans approval, other projects…) have to be met before the mitigation measure are carried out?

- How will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Air Quality

There is no doubt that any urban development on the project site will generate long-term operational emissions that will exceed the South Coast Air Quality District's regional thresholds. However, the types of pollutants vary by the activities associated with different land uses, some of which may not be as hazardous to the health of those in the surrounding community. Since most of the cancer risk from air pollution is from diesel exhaust it would be best to rethink the land uses of a community as a whole and limit those that pose the greatest risk to health. Maintaining the existing zoning would prevent uses such as this distribution center which requires extensive use of trucks burning diesel fuel. Under the current zoning the range of business permitted are likely to generate more vehicle trips but fewer emissions by trips from diesel fueled vehicles.

This type of project would also be best suited for a location where it could utilizes rail transport for the massive daily volume of trips associated with warehouses or logistic centers. For this reason alone, the City should not approve the zone change and this project should locate to a site with more efficient transportation infrastructure better suited to meet speculative users' needs with fewer environmental impacts. TT-11

It is unrealistic for the City of Moreno Valley and the project proponent to disregard the cumulative impacts this project will have on this area when utilizing a scenario where much of the surrounding area is converted to industrial and warehouse uses. This analysis should be undertaken so as to find what level of incremental increase this project will have on the overall community.

- Why in there now effort made to look at the real possibility of cumulative impacts from this project and the likely land use changes surrounding this project site?

However, because I believe that the City will approve this project; additional tougher mitigation should be added to offset local and regional impacts to the fullest extent possible before overriding what can not be achieved. If these mean reducing the size of the project to reduce environment impacts, as a suggested in the alternatives, then it should be seriously considered. Also, there should be mitigation measures requiring a percentage of the fleet vehicle (diesel trucks) of future tenants to be low to zero emission vehicles. Also, diesel trucks delivering to the site shall include soot filters or the latest technological equipment available.

Additionally, MM 4.3.11 addresses improvements to the project that will allow the project to exceed Title 24 standards by 20 percent. This is a nice thing but more should be offered. The final item on the list of improvements states that the building should be structurally designed to handle the installation of roof mounted solar panels. This should be mitigation measure unto its own along with requiring the project proponent to work with energy providers and vendors to install such equipment to offset fuels used to generate electricity. There are numerous vendors and utilities interested in joint projects to install these systems, and they are always looking for places to install systems, and this should be made a part of this project. This measure also works well to mitigate the issues associated with greenhouse gases.

- Why can't this project be required to have all buildings designed forthwith to accommodate renewable energy sources such as photovoltaic solar electricity systems appropriate to their architectural design?
- Why is there no mention of the project proponent working to insure the opportunity to utilize this structure is know in the industry?

TT-11 (cont'd)

As stated in the Traffic section may intersection improvements will not be undertaken by the project but will instead only be mitigated through the payment of improvement fees. If this is true the project will create traffic impacts that do not currently exist.

- Therefore, how will Air Quality suffer by not actually completing the necessary traffic improvements which will lead to traffic congestion and excessive idling for prolongs time periods?

Climate Change and Greenhouse Gases

Since the state has enacted legislation to lower greenhouse gas emissions any and all possible measures to lower emissions that could be undertaken by this project should be listed, discussed and analyzed for their effectiveness, not just a list of improvements that will exceed Title 24 by 20 percent. The City should then include mitigation measures that significantly reduce (though they may not entirely mitigate impacts) associated impacts prior to any consideration to override them as the DEIR suggests.

TT-12

- Why is the project not being designed to meet some of the highest LEEDS standards and only offering to exceed Title 24 by 20 percent?

Thank you for the opportunity to comment on the Draft EIR for this project. I request to be informed of all meetings and public hearings related to this project or other consideration in east end of Moreno Valley. Please let me know if it is possible to review a copy of the project plans so that I may provide constructive comments related to the development proposal prior to its next appearance before the Planning Commission or City Council. I would also like to request copies of any follow-up documents related to this project (2nd DEIR and/or Final EIR). Feel free to contact me if you have any questions regarding my comments.

TT-13

Sincerely,

Thomas Thornsley
909-797-1397
e-mail: tomthornsley@msn.com

THOMAS THORNSLEY

Letter Dated December 6, 2010

Response TT-1

The City disagrees with the commentor's assertion that potentially significant impacts of the Project are being "written off." As required by CEQA, the Draft EIR identifies the feasible and enforceable mitigation measures that have been determined necessary to reduce the Project's potentially significant environmental impacts. The commentor's references to additional traffic mitigation are addressed more specifically in the subsequent Response TT-10. The commentor's opinions in regard to the Draft EIR's adequacy are forwarded to decision-makers for their consideration.

Response TT-2

The commentor's opinions in regard to the Draft EIR's organization are forwarded to decision-makers for their consideration. The actual wording of the proposed Municipal Code Amendment was not available at the time the Draft EIR was completed. The proposed amendment will be crafted by City staff and made available prior to its consideration by Planning Commission or City Council, consistent with the City's standard procedures for the adoption of Municipal Code Amendments.

For the purposes of the Draft EIR's analysis, the code section to be amended is identified (Section 9.05.020 B, City Case # PA10-0017) on Draft EIR Page 3-24. Further, the intent of the proposed code amendment is summarized as follows.

> The proposed Code Amendment would mandate minimum separation/ buffer requirements (250 feet) between proposed light industrial use and residentially-zoned properties. As further required under the proposed Code Amendment, this setback/buffer area shall be increased should the minimum 250-foot separation/buffer prove insufficient to eliminate

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significant health risks or project operational noise impacts as reflected in project-specific air quality and noise analysis (Draft EIR Page 4.1-19, *et al.*).

The proposed code amendment provides additional protection of residential uses in instances where industrial uses may be proposed within adjacent zone districts. The amendment would apply City-wide. The Code Amendment Application is on file with the City.

Response TT-3

As acknowledged in the Draft EIR's analysis of the Project's potential aesthetic impacts, "[d]eterminations of visual character and quality are inherently subjective by nature." The commentor's suggestion that "man-made enhancements along the 60-Freeway" be utilized to mitigate the Project's adverse effect on scenic vistas could be perceived as exacerbating the potential change to existing views. It is further noted that land adjacent to SR-60 is within a Caltrans easement, and is reserved for future freeway improvements that are outside the jurisdictional authority of the Applicant or the City of Moreno Valley. The Project has nonetheless proposed a wall of trees at the property line along the top of the slope to further soften views of the Project from the adjacent SR-60. The trees will be configured and planted in a double row the northwestern portion of the site, and in a single row along the future off-ramp.

The Project's potentially significant visual impacts are attributable to potential view obstruction, not architectural design or appearance of the Project (please refer to the summary of significant aesthetic impacts presented at DEIR Pages 1-19, 1-20). Architectural revisions or additional screening suggested by the commentor do not act to review the project's identified view obstruction. Moreover, as described on Draft EIR Page 4.9-21, "[i]n order to ensure visually acceptable and compatible development, and subject to the proposed change of zone from Business Park to Light Industrial, the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05,

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Industrial Districts. To these ends, the Project site plan, landscaping, and architectural concepts provided at EIR Section 3.0, Project Description demonstrate consistency with Municipal Code Section 9.05.040, B., Special Site Development Standards."

Response TT-4

The Draft EIR acknowledges the designation of SR-60 as a scenic route, and the Project's location within a scenic view corridor (Draft EIR Page 4.9-10). Despite the commentor's assertions to the contrary, the Draft EIR's view simulations provide actual pre-development views from the SR-60, with post-development photo simulations reflecting the facilities and landscape screening of the Project. A direct southerly view of the Project from Ironwood Avenue, located approximately 2,500 feet north of the freeway, is provided in Draft EIR Figure 4.9-8. The Project's landscape screening has been conceptually illustrated in Draft EIR Figures 3.5-4 and 3.5-5, and is reflected in the previously referenced Draft EIR's Post-Development View Simulations (Draft EIR Figures 4.9-4 through 4.9-8). It may be noted that because the Project's facilities will be located approximately 25 feet below the grade of the SR-60, the loading docks will not be visible from the SR-60, or from other properties not located at a considerably higher elevation than SR-60. (Draft EIR Figures 4.9-2, 4.9-3)

In regard to the commentor's concerns regarding views in the Project vicinity following freeway expansion, it is noted that although the Project has been designed to accommodate future interchange improvements planned by Caltrans, these improvements will be constructed by Caltrans, and are not a part of the proposed Project. Improvements adjacent to the Project site have been neither programmed nor funded at this time. The preparation of view simulations incorporating these improvements would be speculative, and as such, were not undertaken as part of the Draft EIR.

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Response TT-5

As discussed in the Draft EIR's analysis of alternatives (Pages 5-36 to 5-37), the possibility of limiting the Project's building size was considered, but rejected as infeasible. The relevant discussion is presented below for ease of reference.

> In order to potentially avoid or reduce view obstruction/view interruption resulting from the large consolidated warehouse structure proposed under the Project, an alternative site design employing multiple smaller structures of 50,000 square feet (per the site's current Business Park zoning requirements) was considered. However, the intent of the Project is to achieve full utility of the available site while providing region-serving logistic warehouse facilities. Feasibility and function of the proposed regional warehouse is dependent on its size and configuration, allowing for centralized and consolidated storage and transfer of large (numerically and dimensionally) inventories serving smaller local and end-use facilities. Division of the proposed building into substantively smaller components (50,000 square feet maximum buildings) is not practically or economically feasible.
>
> Moreover, such division of the Project would act to unnecessarily duplicate or expand serving utilities, would result in multiple and redundant internal operations (e.g., intersite transfer of inventories), would restrict flexibility of warehouse operations and use of warehouse space; and may necessitate additional access to adjacent roadways in order to serve the individual buildings, with potentially increased circulation/access impacts. Lastly, it is noted that the Project design is typical of other regional distribution warehouses implemented within the City, surrounding Riverside County, and throughout southern California. Empirical evidence indicates that the Project design is an established functional and efficient format for regional distribution warehouse

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facilities. For these reasons, an alternative based on a compartmentalized building design scenario resulting in multiple smaller buildings was not further considered.

The commentor's concerns in regard to the Project's feasibility in the current economic climate are forwarded to decision-makers for their consideration.

Response TT-6

Please refer to the preceding Response TT-3. The commentor's opinions in regard to the provision of an 'alternate aesthetic feature' are forwarded to decision-makers for their consideration.

Response TT-7

The commentor requests explanation of the proposed building design, and specifically the proposed building height.

The high-cube warehouse building height concept defines the viability of its internal operations, which are realized through closely-consolidated and easily-accessible warehoused goods, and use of efficient, high-lift material handling equipment. While multiple stories are not proposed, the high-cube building design typically requires internal clear heights of 30 feet or more. In another context, in order to accommodate the same volume of warehoused goods and logistics traffic, the floor area of a 45-foot high warehouse would have to be increased by a minimum of 80 percent if reconfigured as a 25-foot high structure. In the case of the Westridge Project, the currently proposed approximately 940,000-square-foot building would have to be at least 1.7 million square feet in size in order to accommodate comparable volume of warehoused goods. This increase in area does not even account for necessary additional internal aisle ways, utilities, service areas, vestibules, etc. Moreover, if constructed as a substantively larger but lower building footprint there would be the additional construction costs, expanded areas of disturbance, increased infrastructure costs, and decreased operational/energy

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efficiencies associated with such a large building footprint. The suggestion that architectural "offsets" be required is forwarded to decision-makers for their consideration.

Response TT-8

The Project's potential to create a new source of substantial light or glare which would adversely affect day or nighttime views in the area is addressed in Draft EIR Section 4.9. As noted on Draft EIR Page 4.9-22, "[o]n-site lighting, including parking lot and loading dock lighting, will be required to comply with all applicable sections of the City's zoning ordinance," which are detailed within this discussion. As further noted on Draft EIR Page 3-17, "[t]he Project lies within 45 miles of the Mt. Palomar Observatory, and would comply with applicable provisions of County of Riverside Ordinance 655 which addresses protection of the night sky from light pollution that would interfere with astronomical observations." Additional mitigation suggested by the commentor has not been included because no potential impacts relative to the Project's potential to create light or glare have been identified. Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

It is further noted that the City is considering a "Dark Sky" ordinance that would act to prevent or reduce light pollution.

Response TT-9

Consistent with the commentor's observation, the text at DEIR Section 3.5.12, Page 3-17 (excerpt following) is amended to also include screening discussed previously at DEIR Page 3-9:

> **3.5.12 Screening**
>
> Screening within the Project site will be provided for under Zoning Code Section 9.08.150, "Screening Requirements," and Section 9.10.160, "Outdoor Storage, Trash Areas, and Service Areas." As required under

MV00116289

> these portions of the Code, the Project final site plan and building designs shall incorporate screening of mechanical equipment and trash areas. Southerly facing loading docks and adjacent truckyard areas will be screened from off-site views by an approximately 14-foot high screenwall spanning approximately 1,200 feet, across the length of southerly-facing truckyard areas. ***Project loading areas will be screened from view on the north and the northernmost portion of the east side by 8-foot high masonry screenwalls*** . . . .

Results and conclusions of the DEIR are not affected.

As noted on Draft EIR Page 4.9-21, "the Project will be designed and constructed consistent with applicable Light Industrial design and performance standards articulated at Municipal Code Chapter 9.05, Industrial Districts." The landscape buffer proposed along the Project's northernmost boundary, adjacent to SR-60, is, as noted by the commentor, a landscaped slope, with a depth of approximately 41 feet, or more than four times the required ten-foot landscape buffer. Additionally, as noted in the preceding Response TT-3, the Project also includes the planting of a double row of trees along the site's northwestern property line. As demonstrated in the line of sight illustration provided as Draft EIR Figure 4.9-3, loading areas on the north side of the Project will not be visible from SR-60. The commentor's opinions in regard to the adequacy of the Project's proposed landscape screening are forwarded to decision-makers for their consideration.

<u>Response TT-10</u>

It appears that the commentor is unclear in regard to which potential traffic-related impacts are considered significant due to the Project, and those that are forecast to occur as a result of cumulative growth. As discussed in the Draft EIR (Pages 4.2-15 to 4.2-16), , the Project's Traffic Impact Analysis (TIA) identifies ambient growth using a standard annual growth factor of two percent per year to account for non-specific development

MV00116290

within the Study Area, as well as anticipated growth in traffic volumes generated by projects outside the Study Area. The ambient growth factor of two percent per year was applied to existing Year 2008 traffic volumes, yielding a ten percent (10%) growth in existing volumes over the five intervening years until the Project Opening Year, 2013. As discussed in the Draft EIR (Pages 4.2-34 to 4.2-35), under the "Opening Year Ambient Condition" defined above, only two intersections would be affected by Project-related traffic. Mitigation for impacts at these two intersections is provided in Draft EIR Mitigation Measures 4.2.1 and 4.2.2, which are provided below for ease of reference.

4.2.1 Redlands Boulevard at SR-60 Westbound Ramps Improvements:

- *Install a traffic signal.*

This improvement is currently approved, programmed, and permitted by Caltrans. If not otherwise completed prior to Project opening, the required traffic signal shall be constructed by the Applicant prior to issuance of the first Certificate of Occupancy.

4.2.2 Redlands Boulevard at Fir (future Eucalyptus) Avenue Improvements - Prior to issuance of the first Certificate of Occupancy, the Applicant shall construct the following improvements:

- *Install a traffic signal;*
- *Construct a southbound right turn auxiliary lane which extends the full length of the segment of Redlands Boulevard between the SR-60 Eastbound Ramps and Fir (future Eucalyptus) Avenue for a southbound lane configuration of one shared left-through lane and one right turn lane; and*
- *Construct an eastbound left-turn lane with 300 feet of storage for an eastbound lane configuration of one left-turn lane and one shared through-or-right-turn-lane.*

MV00116291

With implementation of these mitigation measures, the Project's potential impacts are identified as less-than-significant. All other traffic-related impacts identified in the Draft EIR occur in the cumulative condition, which is defined (on Draft EIR Page 4.2-16) as including other known or probable related projects assumed to be occupied and operational by the Project's opening in 2013. A map of the approved and pending projects is included in EIR Section 5.1 (Cumulative Impacts Analysis). Additional detail regarding the trip generation of these related projects is also presented in the Project TIA (EIR Appendix B).

Despite the commentor's assertion that "simple fixes should be the responsibility of the development," it is noted that the majority of the required improvements are within Caltrans facilities, which are outside the control of the Applicant or the City of Moreno Valley. The payment of TUMF and DIF is considered the appropriate mechanism for the Project to contribute to future off-site roadway improvements. The application of fee-based mitigation is discussed further in the Draft EIR on Pages 4.2-25 to 4.2-26. The commentor's opinions regarding "alternative analysis in the form of a tiered level of improvements" will be forwarded to decision-makers for their consideration.

The Draft EIR's air quality analysis (Section 4.3) is based on the Project TIA, and as such, comprehensively addresses the Project's potential traffic-related impacts, along with other potential effects on air quality. The commentor speculates that required traffic improvements will not be completed. Please refer to the discussion of improvements programs and the implementation of improvements required pursuant to those programs presented in detail in the Project TIA at TIA Pages 205-208. As noted therein, the TUMF program was implemented to ensure timely completion of region-serving transportation improvements. Locally, the City has an established, proven track record with respect to implementing the City's DIF Program. Many of the roadway segments and intersections included within the study area for this Traffic Impact Analysis are at various stages of widening and improvement based on the City's collection of DIF fees. Under this Program, as a result of the City's continual monitoring of the local

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circulation system, the City insures that DIF improvements are construction prior to when the level of service would otherwise fall below the City's established performance criteria. The commentor's statements are forwarded to the decision-makers.

Response TT-11

The commentor's opinions related to the best use of the Project site in regard to air quality considerations will be forwarded to decision-makers for their consideration. With regard to statements concerning diesel emissions, please refer to response FNSJ-8, et al. presented herein.

With regard to comments addressing air quality, alternatives, and maintaining the site's existing zoning designation, the Draft EIR includes a "No Project Alternative" analysis which assumes development of the subject site consistent with the existing Zoning Designation of "Business Park." A comparative analysis of operational air quality emissions under each of the Project's alternatives is provided on Draft EIR Page 5-53 – acknowledges that "the vehicle mix under the No Project Alterative would likely reflect incrementally decreased heavy truck traffic, with related decreases in diesel particulate emissions when compared to the Project." However, as also noted on Draft EIR Page 5-53, the Project's significant operational air quality impacts consist of exceedances of SCAQMD regional thresholds for VOC and NOx emissions. As noted on Draft EIR Page 4.3-84, potential environmental impacts from Project-related diesel particulate emissions were determined to be less-than-significant with mitigation. On this basis, the suggested continuance of the site's existing Business Park zoning would not necessarily result in a lessening of environmental impacts.

Evaluation of Alternative Sites (also of concern to the commentor) is presented in the DEIR (DEIR at Pages 5-38 through 5-34). As substantiated in the DEIR four (4) of the considered Alternative Sites (Sites 1-4) were ultimately determined infeasible. Alternative Site 5 would not result in the avoidance or substantive reduction of Project related impacts, this Alternative Site was also rejected from further consideration.

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The commentor incorrectly states that cumulative impacts are disregarded. Please refer to DEIR Section 5.1, Cumulative Impact Analysis, DEIR Pages 5-1 through 5-25. With specific regard to energy consumption and potential GHG/GCC impacts (and measures offered to reduce potential energy/GHG/GCC impacts), the Project's individual and cumulative impacts are substantiated to be less than-significant (DEIR Section 5.6 Energy Conservation; DEIR Pages 4.3-88 through 4.3-11 (GHG/GCC impacts); and DEIR Appendix C, Global Climate Change Study). Mitigation measures are not required for effects which are not found to be significant. CEQA Guidelines § 15126.4, subd. (a) (3).

Additional mitigation has been incorporated through the Final EIR process, to ensure that the Project's air quality and global climate change impacts are lessened to the extent feasible. These revisions are reflected in Final EIR Section 2.0, "Revisions and Errata," as well as in the Mitigation Monitoring Plan presented in Final EIR Section 4.0. Inclusion of these measures does not materially or substantively affect analysis or conclusions of the DEIR. That is, impacts that were previously determined to be less-than-significant remain less-than-significant; and impacts that were previously determined to be significant remain significant.

In regard to the use of photovoltaics, as currently noted under EIR Mitigation Measure 4.3.11: "All buildings shall be designed to accommodate renewable energy sources, such as photovoltaic solar electricity systems, appropriate to their architectural design." As such, the Project supports, and would not interfere with use of solar energy. The commentor's opinions regarding "joint projects" will be forwarded to decision-makers for their considerations.

Traffic concerns have been addressed in the preceding Response TT-10.

<u>Response TT-12</u>

The commentor's opinions in regard to further lowering the Project's greenhouse gas emissions are forwarded to decision-makers for their consideration. It may be noted that

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because the Project's Global Climate Change Analysis identified no significant impact on the environment, overriding considerations in regard to greenhouse gas emissions would not be required. Further, mitigation measures 4.3.11 through 4.3.13 were provided as part of the Draft EIR in order to reduce Project related operational source air pollutants and greenhouse gas emissions to the extent feasible, and to promote sustainability through conservation of energy and other natural resources, rather than to reduce potentially significant impacts.

In regard to the commentor's concerns regarding Leadership in Energy and Environmental Design (LEED) standards, the following discussion can be found on Page 3-16 of the Draft EIR:

> "The Westridge Commerce Center Project reflects design and operational criteria established under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a program developed by the United States Green Building Council. This program includes a rating system that can be applied to new construction as well as tenant improvement projects with performance goals in multiple environmental categories.
>
> LEED certification is contingent, among other requirements, on demonstrated and documented conservation and efficient use of available resources. It is recognized that not all LEED performance standards are applicable or appropriate for the Project, and that different standards may be utilized by the Project's end user(s). However, the Project, as a whole, will be developed as a LEED-certified facility.
>
> In support of LEED-certification, resources conservation, reduction in energy consumption and associated reductions in air pollutant emissions and greenhouse gases (GHGs), the Project will achieve a minimum of 20

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> percent in energy efficiencies beyond incumbent Title 24 Energy Efficiency standards, as well as compliance with other applicable state and federal energy standards."

The ultimate level of LEED certification cannot be determined at this time, while the tenant and therefore specific environmental strategies to be employed at the facility, are unknown. It is also important to note that no significant impacts have been identified in regard to the energy conservation attributes of the Project; nor would any of the identified significant impacts of the Project be reduced based on a certain level of LEED certification.

Response TT-13

As requested, the commentor will be included on the City's distribution list for future noticing related to Project review and public hearings. As requested, noticing of other projects in the area will also be provided. Project plans are available for review at the City of Moreno Valley Planning Department.

MV00116296

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): AMORA JOHNSON Phone:

*Address (Required): 13301 McGahee Dr. Moreno Valley 92555 E-Mail:

***Note: Your name and contact information will become part of the public record for this project.**

☑ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. AJ-C-1

Please provide your comments below:

Date: 12-6-2010

My main concern would be the effect on the wildlife in the area, with more vehicles - especially the diesel trucks' output - the wildlife's preservation attempts thus far will be undermined by the construction activities and the afterward effect will be detrimental to what good work the preservation has in humans' quality of life, too.

Being able to enjoy those migrating birds and all the other animals that most of us can't see within the cities, anywhere, will give younger generation appreciation of the existence of some rare animals, birds, creatures, bugs and other micro organism. Taking children to enjoy our open spaces, clean, clear air and to watch those rare creatures are much more important than seeing these block buildings that can be seen everywhere else, whereas the San Jacinto Wildlife Area can be made into a destination for younger generation. AJ-C-2

City of Moreno Valley needs to see the future, not just the $ for the present by ignoring the future of the next generations. -

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

AMORA JOHNSON

Via Public Comment Card

Response AJ-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response AJ-C-2

The commentor expresses concern regarding the effects of the Project on wildlife in the area.

The biological assessment for the Project consisted of the following surveys and analysis, conducted throughout the Project area:

- General biological assessment of Project site and nearby off-site areas that could be affected by utility and circulation system improvements;
- General plant and wildlife surveys;
- Habitat assessment to examine potential for special status plant species;
- Habitat assessment to examine potential for special status wildlife species;
- Habitat assessment for burrowing owl (*Athene cunicularia*), following the recommendations of the California Department of Fish and Game, the burrowing owl survey protocol (CBOC 1993), and the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Section 5.3.2 and MSHCP burrowing owl survey instructions; and
- Jurisdictional delineation.

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As supported by the analysis presented in Section 4.8, "Biological Resources" of the Draft EIR, with application of proposed mitigation measures, the Project's potential impacts to biological resources are less-than-significant.

Additionally, the commentor references the San Jacinto Wildlife Area. It is noted that this area is located approximately 3.5 miles to the southeast of Project site, and will not be affected by the Project.

MV00116299

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): Richard Johnson Phone: 951-243-0804
*Address (Required): 13301 McGEHEE Dr. MV 92555 E-Mail:

***Note: Your name and contact information will become part of the public record for this project.**

☐ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings.

Please provide your comments below:

Date: 12/8/2010

I believe the project will overburden the present areas infrastructure, from the streets to the 60 FWY and beyond the 215 as well. The estimates along with future planning seems to set no limit for continued development of the area and it will be a very dangerous roadway system to be driving in this area. Future warehouse building will make it a very difficult place to drive a car. The vision of this area has now been lost. These buildings and the businesses may turn out to be a continued trend for dumbing down the area overall. RJ-C-1

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

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RICHARD JOHNSON

Via Public Comment Card

Response RJ-C-1

The commentor's concerns regarding the effects of the Project on regional traffic safety and opinions regarding development trends within the City are forwarded to decision-makers for their consideration.

MV00116301

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): Deanna Reeder Phone:

*Address (Required): 17351 Riva Ridge Rd E-Mail: late98765@aol.com

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. DR-C-1

Please provide your comments below:

Date: 12/2/2010

I want to know the cumulative impacts of this and all proposed projects as well the entire 35 million sq ft of warehouses that are proposed for this area.

This report must include all the impacts of all 35 million sq ft in order to be of actual value to the community. DR-C-2

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

DEANNA REEDER

Via Public Comment Card

Response DR-C-1

Commentor's contact information is noted and will be added to the Project mailing list to receive any subsequent environmental documentation for this Project and/or notification of any future public hearing(s) to consider the Project and EIR.

Response DR-C-2

The commentor expresses concern regarding the cumulative impacts of the Project and all proposed projects in the vicinity. As identified at Draft EIR Table 5.1-1, and illustrated in Figure 5.1-1, eleven existing and planned development projects were identified within the cumulative scope of the Westridge Commerce Center Project. In addition, the Draft EIR notes that "the cumulative impacts analysis assumes development of the area in a manner consistent with the City of Moreno Valley General Plan, and reflecting the anticipated growth of the region. The analysis of cumulative impacts considers potentially significant impacts that could be considered cumulatively considerable when viewed in the context of known related projects and generalized ambient growth of the City and region." Please also refer to the preceding Response DR1-1 (Draft EIR Page 5-4).

The commentor's statements and opinions regarding the Project are forwarded to the decision-makers for their consideration.

MV00116303

City of Moreno Valley
Public Information Meeting for West Ridge Commerce Center Project
Draft Environmental Impact Report (DEIR)
PUBLIC COMMENT CARD

Thank you for your interest in the proposed West Ridge Commerce Center project for a warehouse distribution building of 937,260 square feet located on the south side of State Route (SR) 60 and 650 west of Redlands Boulevard on the north side of Eucalyptus Avenue. The applicant for this project is Ridge Rancho Belago, LLC. Please provide your comments below and submit this card during the public information meeting or mail/fax to the numbers listed below by 5:30 p.m. on Monday, December 6, 2010. This will conclude the required 45 day comment period for the project's Draft Environmental Impact Report. Please attach additional pages, if necessary. Your participation and comments are appreciated.

*Name (Required): George B. Hague (Sierra Club) Phone:

*Address (Required): 26711 Ironwood Ave MV 92555 E-Mail:

***Note: Your name and contact information will become part of the public record for this project.**

☒ Yes, I would like to be added to your project mailing list to receive information on the EIR notice of availability and future public hearings. SC-C-1

Please provide your comments below:

Date: 12-2-10

Comments to DEIR

Comment of 250' buffer to land zoned for housing is not enough because the trucks will use Fir and therefore impact the homes to be built. USC + UCLA studies show that 250' would not be enough. SC-C-2

Your Traffic study needs to show the amount of Truck Traffic that will use Redlands Blvd. SC-C-3

Hwy 60/215 ultimate RETC improvements will allow only two lanes heading west and the traffic analysis needs to show this. Right now we have only one lane that continues West - the other lane forces you off at Central Ave. SC-C-4

Thank you for your comments. Please submit this form by 5:30 p.m. on Monday, December 6, 2010 to:

City of Moreno Valley
Community Development Department/Planning Division
ATTN: Jeff Bradshaw
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Jeffreyb@moval.org
Fax: (951) 413-3210

SIERRA CLUB

Via Public Comment Card

Response SC-C-1

The commentor requests to receive future information regarding the Project, and as such, has been added to the Project distribution list.

Response SC-C-2

The commentor offers information from unknown, unvetted "USC & UCLA studies" however, the commentor does not provide adequate citation to allow meaningful response to the contention that the Project setback of 250 feet [from the ultimate northerly right-of-way for Fir/future Eucalyptus Avenue] "would not be enough."

This 250 foot setback is designed to provide adequate separation between the Project's highest activity areas (the most intense "worst case" sources of DPM emissions) and adjacent residential properties, so that with incorporation of mitigation, diesel emissions impacts are reduced to levels that are less-than-significant.

Moreover, as discussed in the DEIR:

> Key to compatibility of the Project's proposed Light Industrial zoning with adjacent residentially zoned land uses is design, implementation, and operation of the Project in a manner consistent with the high performance standards required of uses proposed within the City's Light Industrial zone district. Supporting the proposed zone change, and codifying design solutions proposed the Project, a Municipal Code Amendment is also proposed. The proposed Municipal Code Amendment requires a minimum separation of 250 feet between light industrial uses and residentially-zoned properties.

> This 250 foot minimum separation shall be increased as required to fully mitigate any potentially significant health risks and/or potentially significant operational noise impacts at adjacent residential properties. In addition to reducing potential air quality and noise impacts, this required setback would tend to diminish visual impacts of the Project as seen from southerly vantages and while increasing the extent of potential viewsheds (DEIR, Page 5-24).

In order to evaluate the potential effects of Project diesel emissions (of noted concern to the commentor) a Health Risk Assessment (HRA) was prepared to address Diesel Particulate Matter (DPM) generated by diesel trucks and the operation of heavy duty equipment. The Health Risk Assessment was prepared in accordance with the document Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (SCAQMD 2003). The Health Risk Assessment is summarized within the Draft EIR (see Page 4.3-80) and presented in its entirety as Appendix C to the Draft EIR.

As discussed in Section 4.3 of the Draft EIR, the HRA prepared for the Project indicates that the maximally impacted modeled receptor would be exposed to a mitigated inhalation cancer risk of no more than 8.6 in 1 million, which is less than the SCAQMD exposure threshold of 10 in 1 million. The Project HRA considers and evaluates maximum potential exposure to maximum DPM concentrations consistent with established SCAQMD methodologies. The methodology considers not only DPM source emissions (the highest concentrations of which would occur on the Project site) but also considers other exposure/risk determinants including but not limited to: relative distance to and location of receptors, wind patterns, and topography.

With specific regard to DPM emissions air quality impacts generated by Project traffic along area roads, the Project HRA considers potential worst case cancer risk exposures by evaluating pollutant concentrations at the Project site, which include pollutant

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emissions generated by all vehicles within the site in combination with emissions generated by on-site stationary sources. It is further noted that the cancer risk exposure scenario is in and of itself a conservative assessment of potential cancer risks arising from DPM exposure. That is, pursuant to the adopted SCAQMD/EPA methodologies, calculated DPM-source cancer risks are predicated on extended 70-year/30-year exposure scenarios. Both the 70-year and 30-year cancer risk assessments considered in the Draft EIR represent estimates of theoretic DPM-source cancer risks, and are based on the assumption that a person is exposed to the emission source 24 hours a day for 365 days a year for the entire length of the assumed exposure period. Individuals are typically not stationary at any given outdoor location, spending a portion of each 24-hour cycle indoors. In addition, individuals and families remaining at a given location for 70 or even 30 years would be considered the exception rather than the norm.

The California OEHHA has indicated that based on EPA studies, the EPA recommends a central tendency estimate of 9 years for residency at a given location, and a high-end estimate of 30 years for residency time. Thus, the methodologies used to determine cancer risk (e.g., the assumption of a 24- hour exposure for a 30 or 70 year period) represent a maximum theoretic cancer risk, and is not intended to account for or represent DPM exposures based on residency and occupancy tendencies. As discussed in the Draft EIR, with application of mitigation, applicable cancer risk thresholds are not exceeded. Draft EIR Table 4.3-17 (Page 4.3-86) summarizes maximum mitigated potential cancer risk exposures.

In comparison, DPM emission concentrations generated by Project vehicles traveling along area roads (such as Fir Avenue noted by the commentor) would be substantively reduced in that they reflect only a portion of transient vehicle traffic/emissions, and these emissions are dispersed through vehicle movements and localized winds.

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Response SC-C-3

Estimated opening-year average daily Project-generated truck traffic ingressing/ egressing the Project site via Redlands Boulevard includes:

- 97 two-axle trucks;
- 220 three-axle trucks; and
- 539 four-axle trucks.

Please refer also to detailed trip generation and trip distribution analyses and supporting discussions are presented in the Project TIA (EIR Appendix B, TIA Pages 51-76).

Redlands Boulevard is a designated truck route in the County and a direct route to San Timoteo Canyon Road through Redlands (also designated as a truck route). It is appropriate for Redlands Boulevard to convey Project-related and area truck traffic. To maintain the continuity between affected agencies, the truck route designation for Redlands Boulevard cannot be practically removed. Moreover, there is no feasible means to restrict Redlands Boulevard to local truck trips only, given its direct connection, with no alternative routes, to the previously mention roadways.

Response SC-C-4

In response to the commentor's concerns regarding traffic at the intersection of SR-60 and I-215, the Project's Traffic Impact Analysis (TIA, included as Draft EIR Appendix B) examined performance on the SR-60 as part of Appendix 7.8. The City of Moreno Valley requested that a basic freeway segment analysis be conducted between Box Springs Road/Fair Isle Drive and the I-215 Freeway along the SR-60 Freeway, and included in the TIA. As indicated in the Introduction to this Study (Page 7.8-3), "[i]t should be noted that this analysis was not requested due to potential impacts from the project itself, as these impacts would be nominal, but rather to analyze the current and future projected operations within the segment based on freeway lane geometrics."

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The study concludes that "[a]s vehicular traffic increases on the freeway mainline under each of the future analysis scenarios, the densities on each basic freeway segment are anticipated to increase and peak hour level of service operations are anticipated to progressively worsen." It is in part on this basis that the Draft EIR acknowledges significant cumulative traffic impacts affecting freeway segments in the Project area. As noted in the summary of mitigation on Draft EIR Page 1-51, "[u]nder Opening Year Cumulative Conditions and General Plan Buildout Conditions, cumulative LOS impacts of traffic generated by the project in combination with traffic generated by ambient growth and other development projects will result in potentially significant cumulative traffic impacts affecting SR-60 freeway segments within the Study Area." Because freeway mainline improvements such as widening are jurisdictionally controlled by Caltrans and cannot be autonomously initiated by the Applicant or the Lead Agency, no mitigation was identified that could be feasibly implemented. As such, the Draft EIR found that the Project would have a significant and unavoidable impact in regard to exceedance of LOS thresholds on certain study area freeway segments.

MV00116309

APPENDICES

Please refer to accompanying CD-ROM

MV00116310

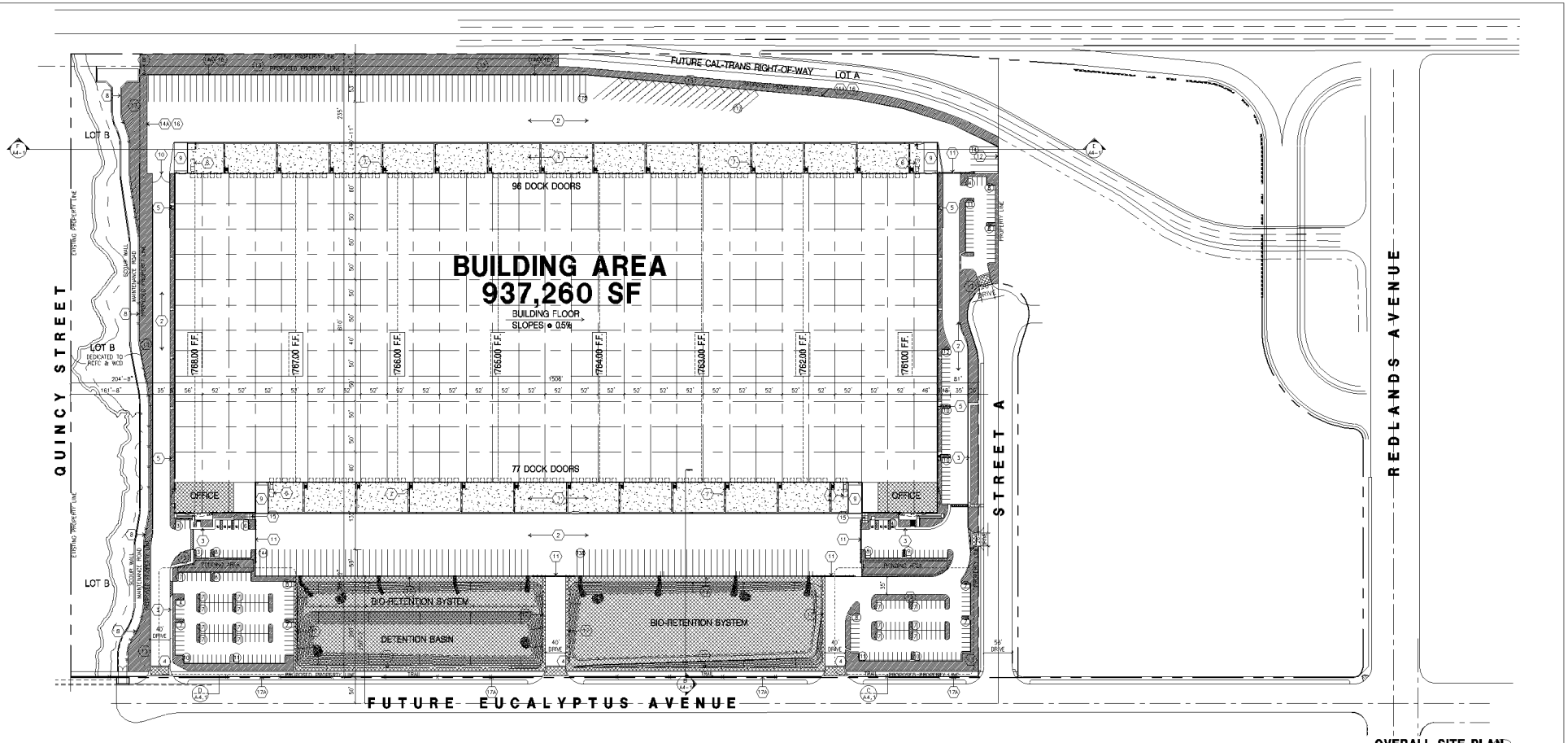

OVERALL SITE PLAN

scale: 1" = 80'-0"

1" = 80'-0"

0 80 160 240

NORTH

TYPICAL STREET SECTIONS

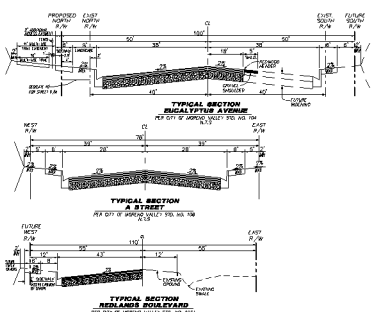

PROJECT TABULATIONS

TABULATION	Bldg 1	Channel	Grand Total
Gross site area (in s.q.ft.)		111,865	2,380,905
Gross site area (in acres)		2.57	54.68
Net site area (in s.q.ft.)	2,269,040		2,251,964
Net site area (in acres)	52.09		51.68
Warehouse area	923,260		
Office area	14,000		
Total building area	937,260		
Coverage (Gross)			
Coverage (Net)	42%		
Landscape required (10%)	226,904		
Landscape provided	305,038		
% of landscape provided	13%		
Parking required			
1st. 20k @1/1,000 s.f.	20		
2nd. 20k @1/2,000 s.f.	10		
above 40k @1/4,000 s.f.	221		
office @1/250	56		
Total parking required	307		
Parking provided			
Standard	307		
Trailers	175		

KEYNOTES - SITE PLAN

1. HEAVY BROOM FINISH CONC. PAVEMENT. SEE "C" & "S" DWGS.
2. ASPHALT CONCRETE (AC) PAVING. SEE "C" DWGS.
3. CONCRETE WALKWAY. SEE "L" DRAWINGS.
4. DRIVEWAY APRONS TO BE CONSTRUCTED PER CITY STANDARD 118C. NO DECORATIVE PAVING WITHIN RIGHT-OF-WAY. SEE "L" DWGS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAIN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. 7' SIDE X 15' LONG TRASH COMPACTOR W/ 8' WIDE X 22' LONG REFUSE CONTAINER.
7. EXTERIOR CONC. STAIR.
8. 8' H. COATED CHAIN-LINK FENCE OR OTHER AS APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR.
9. CONCRETE RAMP.
10. 8' H. METAL SWING GATE.
11. 8' H. METAL SLIDING GATE.
12. 14' H CONCRETE SCREENWALL. PAINTED.
13. LANDSCAPE. SEE "L" DWGS. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. 8' H. WROUGHT IRON FENCE.
14A. 14' H. WROUGHT IRON FENCE.
15. COURTYARD PATIO AREA.
16. RETAINING WALL. SEE "C" DWGS.
17. 4' H. THREE RAIL FENCE.
17A. 4' H. THREE RAIL FENCE AS PER COMMUNITY DEVELOPMENT DIRECTOR.

GENERAL NOTES - FLOOR PLAN

A. THE SOILS REPORT PREPARED BY ASSOCIATED SOILS ENGINEERING SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.

B. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.

C. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL. FACE OF CONCRETE CURB OR GRID LINE U.N.O.

D. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.

E. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM

F. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.

G. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.

H. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.

I. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.

J. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.

K. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.

L. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.

M. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.

N. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.

O. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

P. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

PROJECT INFORMATION

Owner / Applicant

PIERCE RANCHO BELLAGIO, LLC
c/o PIERCE PROPERTY TRUST
301 CONVAL AVE. - STE #8
LONG BEACH, CA 90803
TEL: (562) 856-3619
CONTACT: DENNIS PICE

Architect

HPA, INC.
18831 BARDEEN AVE. SUITE #100
IRVINE, CA 92612
TEL: (949) 863-1770
CONTACT: INDRI CHANG

Applicant's Representative

INLAND EMPIRE DEVELOPMENT SERVICES, INC.
531 MONROE COURT
BEAUMONT, CA 92223
TEL: (909) 845-1003
CONTACT: GIL SWENT

Civil Engineer

HUITT ZOLLARS
1101 S. MILIKEN - STE.G
ONTARIO, CA 91761
TEL: (909) 390-9400
CONTACT: MAURICE MURAD

Legal Description

ALL OF LOTS 3,4,5,6 BLK. 35 AND A PORTION OF LOTS 2 AND 7 BLK. 35 LYING WITHIN MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY IN THE COUNTY OF RIVERSIDE, STATE OF CALIF. AS PER MAP RECORDED IN BOOK 11, PG. 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Zoning

ZONING: EXISTING - BP
PROPOSED - LI

Assessors Parcel Number

APN 488-330-003
APN 488-330-004
APN 488-330-005
APN 488-330-006
APN 488-330-026

SITE LEGEND

- LANDSCAPED AREA
- WQMP AREA
- AC PAVING - SEE "C" DRWGS. FOR THICKNESS
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- STANDARD PARKING STALL (9' X 18')
- HANDICAP PARKING STALL (9' X 18')
- OFFICE AREA
- PROPERTY LINE
- ADA PATH OF TRAVEL
- (#) PARKING STALL COUNT

CIVIL LINETYPES

- DW — PROPOSED DOMESTIC SERVICE
- FW — PROPOSED FIRE SERVICE
- W — PROPOSED WATER LINE
- S — PROPOSED SEWER LINE
- RIGHT OF WAY/SITE BOUNDARY
- EXTND RIGHT OF WAY/SITE BOUNDARY
- R — PROPOSED RIDGE LINE
- SD — PROPOSED STORM DRAIN
- PROPOSED GRATING INLET

UTILITY INFORMATION

TELEPHONE
VERIZON
1980 ORANGE TREE LANE, STE 100
REDLANDS, CA 92374
PHONE: (909) 748-6839
CONTACT: TINA CARSON

ELECTRIC
MORENO VALLEY UTILITIES
14177 FREDERICK ST.
MORENO VALLEY, CA 92552
PHONE: (951) 413-3450
CONTACT: DARCY RAMIREZ

WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928 - 3777
CONTACT: NEW BUSINESS

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92571
PHONE: (951) 928-3777
CONTACT: NEW BUSINESS

GAS
SOUTHERN CALIFORNIA GAS CO.
25500 TRUMBLE ROAD SC 6058
ROMOLAND, CA 92380
PHONE: (951) 335-3502
CONTACT: DAVE MULLIGAN

CABLE - TV
TIME WARNER CABLE
1500 AUTO CENTER DR.
ONTARIO, CA 91761
PHONE: (909) 975-3380
(909) 390-4777
CONTACT: MARK DALENHAUER

VICINITY MAP

N.T.S.

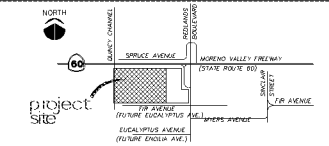

PLOT PLAN
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

WestRidge
Commerce Center
MORENO VALLEY, CALIFORNIA

RIDGE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

HPA# 6342

NOVEMBER 5, 2010

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

A1.1

ATTACHMENT 11

MV00116311

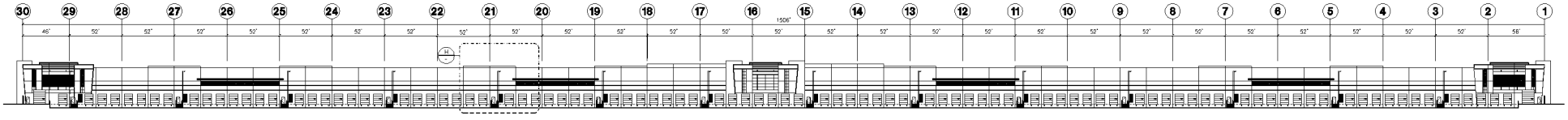

NORTH ELEVATION (A)
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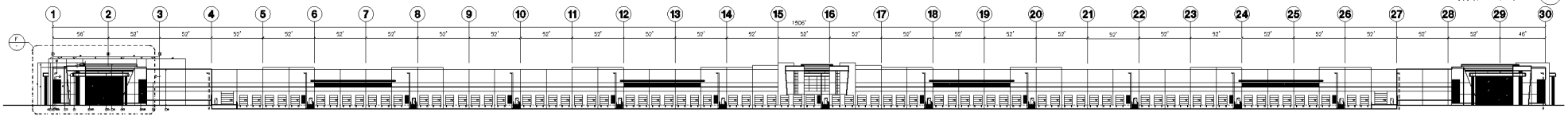

SOUTH ELEVATION (B)
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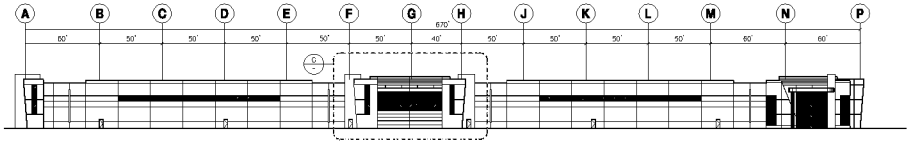

WEST ELEVATION (D)
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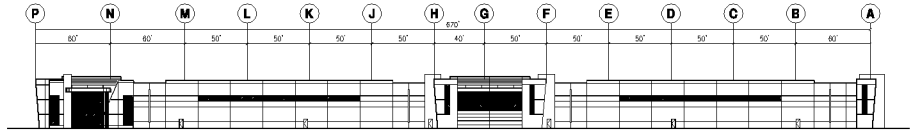

EAST ELEVATION (C)
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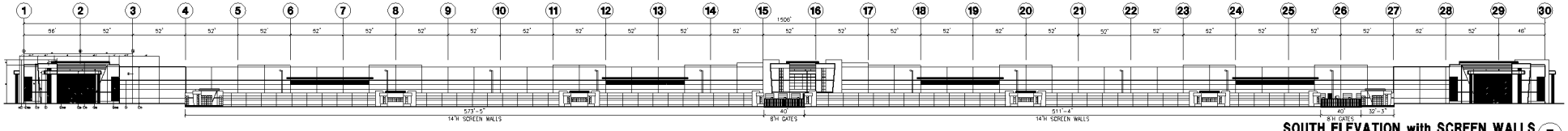

SOUTH ELEVATION with SCREEN WALLS (E)
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SCALE: 1"=40'
0 40' 80' 120'

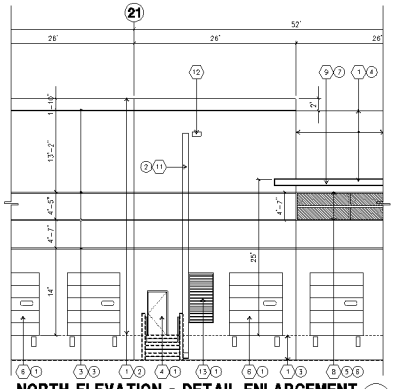

NORTH ELEVATION - DETAIL ENLARGEMENT (H)
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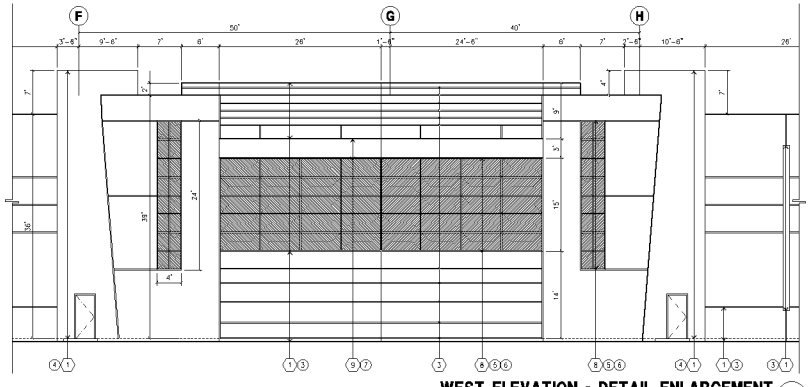

WEST ELEVATION - DETAIL ENLARGEMENT (G)
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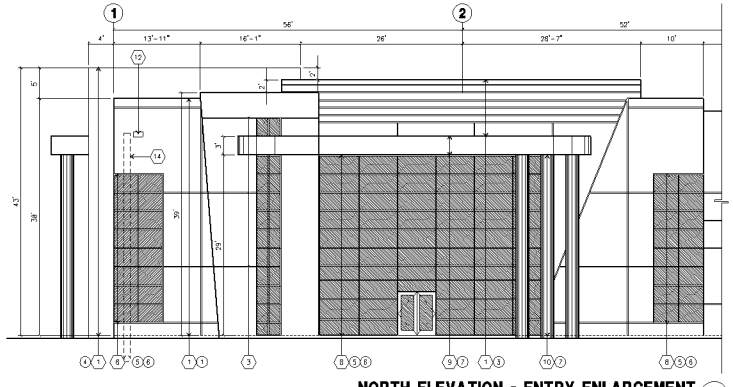

NORTH ELEVATION - ENTRY ENLARGEMENT (F)
scale: 1/8"=1'-0"

SCALE: 1/8"=1'-0"
0 8' 16' 24'

KEYNOTES - ELEVATION

1. CONCRETE TILT-UP PANEL(PAINTED).
2. PANEL JOINT.
3. PANEL REVEAL.
4. HOLLOW METAL DOORS.
5. OVERHEAD DOOR @ DRIVE THRU.
6. OVERHEAD DOOR @ DOCK HIGH.
7. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL.
8. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
9. DECORATIVE CANOPY.
10. DECORATIVE COLUMN SUPPORT FOR CANOPY.
11. EXTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER. PAINT TO MATCH BUILDING COLOR.
12. 9" X 18" OPENING METAL SCUPPER @ 2" ABOVE FINISHED ROOF.
13. 4'W. X 8'H METAL LOUVER PAINT TO MATCH BUILDING COLOR.
14. INTERIOR METAL DOWNSPOUT AND OVERFLOW SCUPPER.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.

B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.

C. T.O.P.= TOP OF PARAPET ELEVATION.
F.F.= FINISH FLOOR ELEVATION.

D. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS SHALL BE DESIGNED TO RESIST 105 MPH, EXPOSURE "C" WINDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.

E. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.

F BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.

G FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.

H. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.

J. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHEDULES - ELEVATIONS

1	CONCRETE PANEL	PAINT BRAND	FRAZEE 001 WHITE
2	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3171W SILVER LINING
3	CONCRETE PANEL	PAINT BRAND	FRAZEE CL3173M EXCALIBUR
4	CONCRETE PANEL	PAINT BRAND	FRAZEE CL2566A DEUCE
5	MULLIONS	ALUMINUM	CLEAR ANODIZED
6	GLAZING	COLOR	BLUE REFLECTIVE
7	CANOPY	PAINT BRAND	FRAZEE PRECISION COATINGS INC. SILVER MIST METALLIC FLAT

GLAZING LEGEND

- SPANDREL GLASS
- VISION GLASS
- TEMPERED SPANDREL GLASS
- TEMPERED VISION GLASS

ELEVATIONS
CASE NUMBER: PA06-0097/0098
MARCH 24, 2009

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

WESTRIDGE PROPERTY TRUST
EXCEPTIONAL RESULTS...WITHOUT EXCEPTION

NOVEMBER 5, 2010

A3.1

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

ATTACHMENT 12

MV00116312

HPA

18831 Bardeen Ave. - Suite #100
Irvine, CA 92612
(949)863-1770
www. hparchs.com

WestRidge Commerce Center

Moreno Valley, California

RIDGE PROPERTY TRUST

August 9, 2010/Job#8418

ATTACHMENT 13

MV00116313

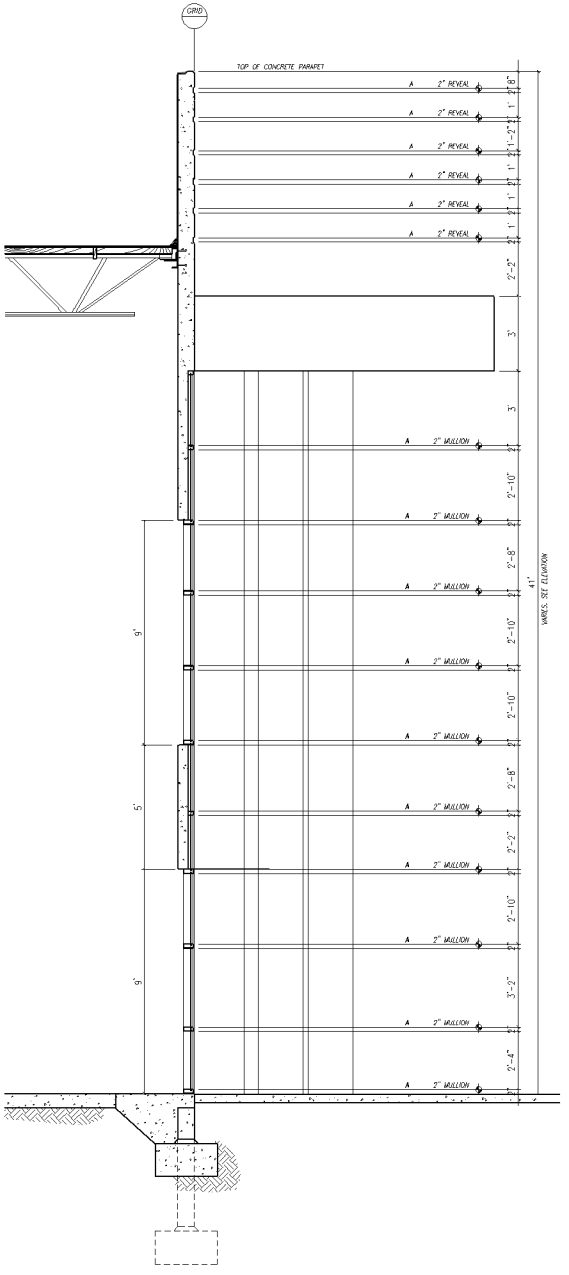

BUILDING SECTION @ OFFICE AREA (A)
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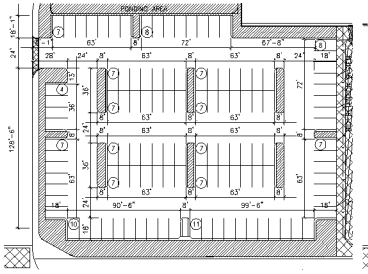

ENLARGED SITE PLAN @ SOUTHWEST (D)
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1" = 40'-0"
0 40 80 120
NORTH

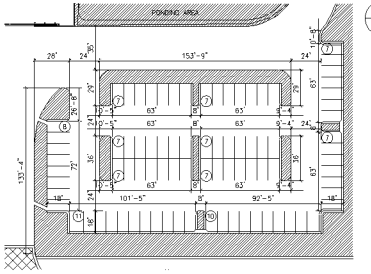

ENLARGED SITE PLAN @ SOUTHEAST (C)
scale: 1" = 40'-0"

1" = 40'-0"
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NORTH

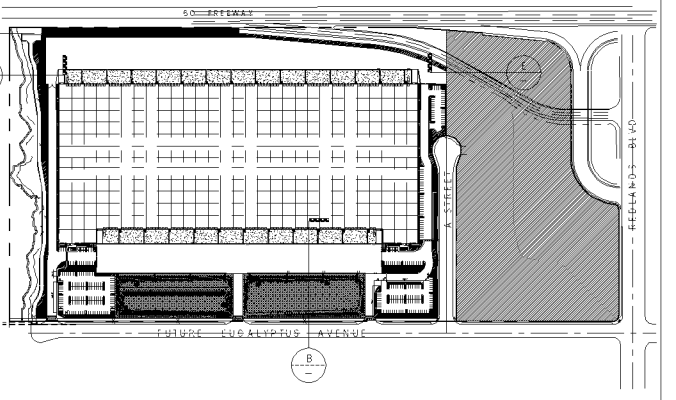

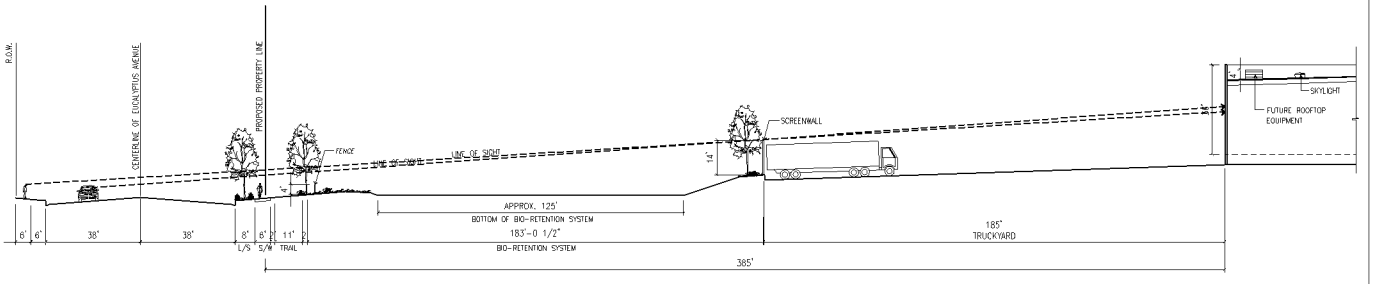

LINE OF SIGHT (B)
scale: 1" = 20'-0"

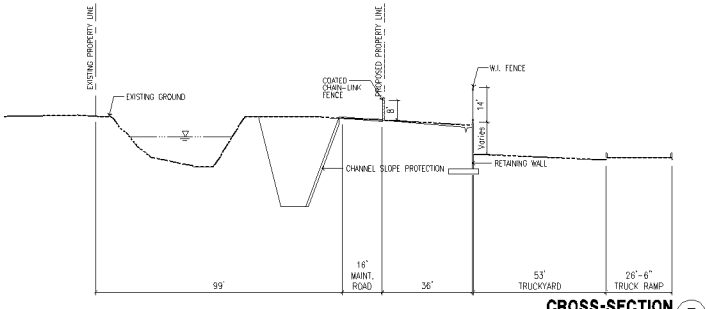

CROSS-SECTION (F)
scale: 1" = 20'-0"

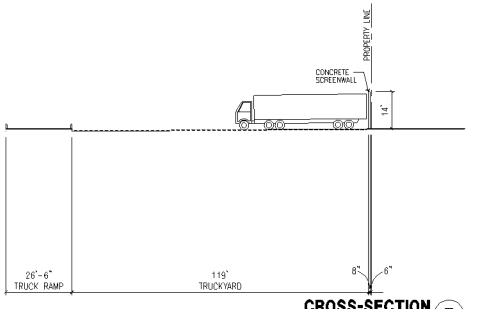

CROSS-SECTION (E)
scale: 1" = 20'-0"

WestRidge Commerce Center
MORENO VALLEY, CALIFORNIA

SITE ANALYSIS
CASE NUMBER: PA08-0097/0098
MARCH 24, 2009

HPA, INC.
18831 BARDEEN AVENUE, IRVINE, CA 92612
(949) 863-1770

NOVEMBER 5, 2010

A4.1

ATTACHMENT 14

MV00116314

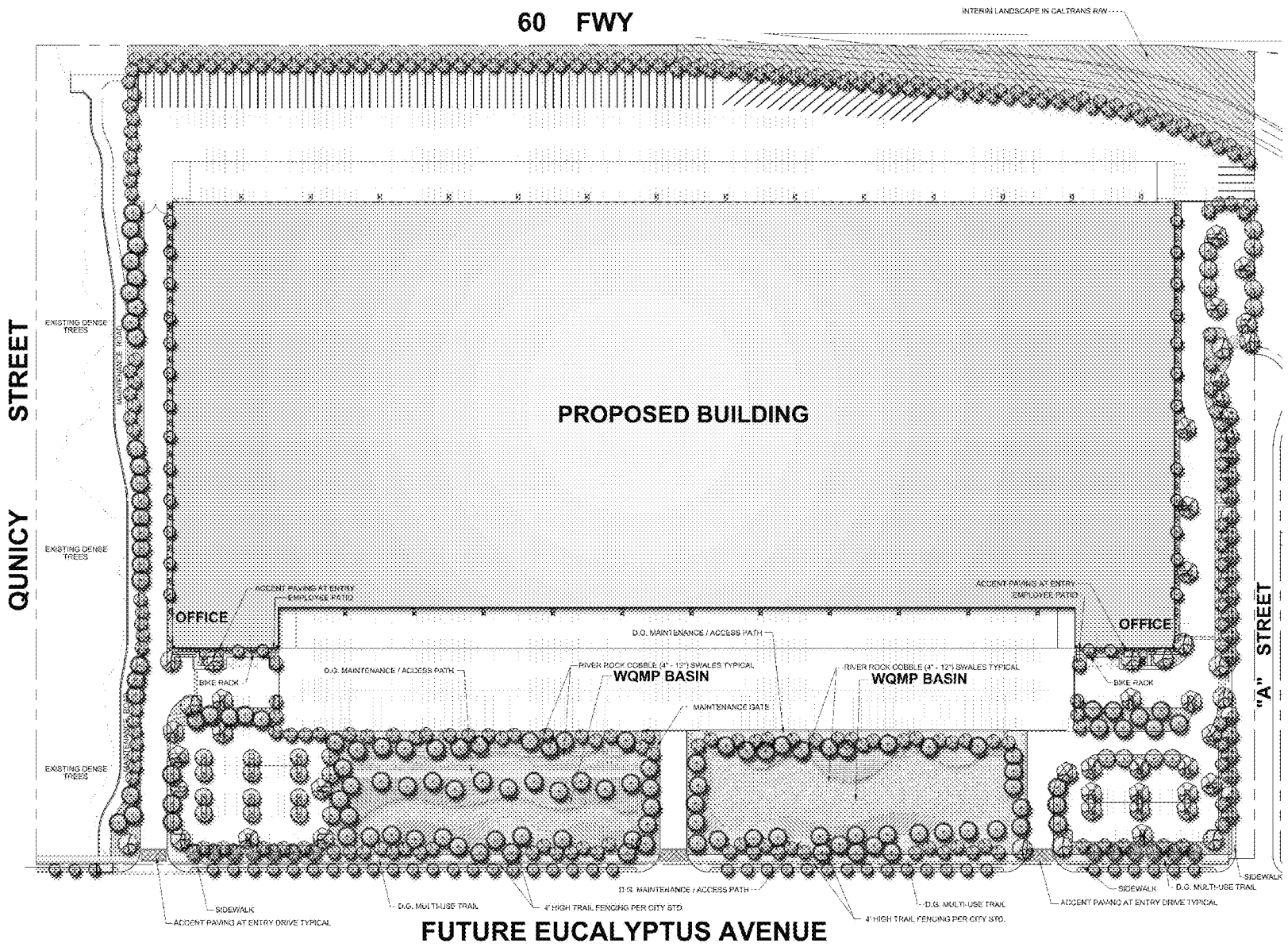

PLANT PALETTE

TREES

SYMBOL	TREE	SIZE	QUANTITY
	Quercus suber (Cork Oak)	15 GAL 24" BOX	30 51
	Eucalyptus sideroxylon (Red Ironbark)	24" BOX	79
	Tilia cordata (Crimean Linden)	48" BOX	16
	Ulmus americana (Liberty elm) Pink or Pistacia atlantica (Atlantic Pist)	15 GAL 24" BOX	150 104
	Platanus acerifolia 'Bloodgood' (London Plane Sycamore) (Includes Street Tree)	24" BOX	13
	Pinus canariensis (Canary Island Pine)	15 GAL	152
	Pistacia chinensis 'Keith Davey' (Includes Street Tree)	24" BOX	21
	Quercus agrifolia (Coast Live Oak)	24" BOX	24
	Rhus lancea (African Sumac)	15 GAL	27

ROOT BARRIER NOTE

ALL TREES WITHIN 5' OF HARDSCAPE SHALL BE 24" X 8' GRANTOWN ROOT BARRIER 24" HIGH

SHRUBS

PLANT NAME	SIZE	SPACING
Abelia grandiflora 'full Scarlet' (ACR)	5 gallon	30" o.c. spacing
Acacia cf. (Sunset Trails Acacia)	5 gallon	8' o.c. spacing
Adenanthos sericeus (Woolly Bush)	1 gallon	12" o.c. (Staggered)
Agave americana (Century Plant)	5 & 15 gallon	8' o.c. spacing
Agave attenuata (Fleece Agave)	5 gallon	4' o.c. spacing
Aloe Species	5 gallon	5' o.c. spacing
Anigozanthos flavidus (Kangaroo Paw)	5 gallon	5' o.c. spacing
Arbutus unedo (Strawberry Tree)	5 gallon	5' o.c. spacing
Arctostaphylos (Manzanita)	5 gallon	5-6' o.c. spacing
Asparagus ophyllus (Sprengeri's Asparagus)	5 gallon	3' o.c. spacing
Baccharis pilularis (Pacific Dwarf)	5 gallon	4' o.c. spacing
Carex texensis (Texas sedge)	5 gallon	4' o.c. spacing
Cistus species (Rockrose)	5 gallon	3' o.c. spacing
Cotyledon orbiculata (Pig's Ear)	5 gallon	3' o.c. spacing
Dianella species (Flax Lily)	5 gallon	3' o.c. spacing
Elaeagnus pungens (Silverberry)	5 gallon	4' o.c. spacing
Fragaria chiloensis (Strawberry Sunset)	5 gallon	4' o.c. spacing
Galvezia speciosa (Island Bush Snapdragon)	5 gallon	3' o.c. spacing
Heteromeles arbutifolia (Red Berry)	5 & 15 gallon	8' o.c. minimum
Juniperus species (Juniper)	1 and 5 gallon	varies
Leucadendron species (Conebush)	1 and 5 gallon	24" o.c. to 48" o.c. spacing
Leucospermum cordifolium 'Pincushion'	5 gallon	4' o.c. spacing
Leucospermum tottum 'Golden Gem' (Trailing Pin Cushion)	5 gallon	4' o.c. spacing
Ligustrum lucidum (Wax Leaf Privet)	5 gallon	30" o.c. spacing
Macadamia integrifolia and tetraphylla (Macadamia Nut)	5 gallon	24" o.c. spacing
Mahonia aquifolium (ACR)	5 gallon	24" o.c. spacing
Muhlenbergia capillaris (Pink Muhly Grass)	5 gallon	24" o.c. spacing
Myrtus communis (Species Myrtle)	5 gallon	24" o.c. spacing
Nandina domestica (Heavenly Bamboo)	5 gallon	24" (3' o.c. spacing)
Pittosporum tobira (Tobira Pittosporum)	5 gallon	4-6' o.c. spacing
Polygala myrtifolia	5 gallon	4-6' o.c. spacing
Rhaphiolepis indica (Indian Hawthorne)	5 gallon	4-6' o.c. spacing
Rhamnus californica (Coffeeberry)	5 gallon	4-6' o.c. spacing
Rosa species (Roses)	5 gallon	varies
Rosmarinus officinalis (Rosemary)	1 & 5 gallon	30" (2' o.c. spacing)
Salvia clevelandii (Autumn Sage)	5 gallon	5' o.c. spacing
Verbena lilacina (Lilac Verbena)	5 gallon	4-6' o.c. spacing
Xylosma congestum (Shiny Xylosma)	5 gallon	4-6' o.c. spacing

GROUNDCOVERS

PLANT NAME	SIZE	SPACING
Acacia redolens (ACR)	1 and 5 gallon	48" o.c. spacing min.
Baccharis pilularis (Coyote Brush)	1 gallon	48" o.c. spacing min.
Carex divulsa (Berkeley)	1 gallon	42" o.c. spacing min.
Delosperma cooperi (Trailing Ice Plant)	1 gallon	24" o.c. spacing min.
Gazania species (Trailing Gazania)	1 gallon	24" o.c. spacing
Hedera species (Ivy)	1 gallon	30" o.c. spacing
Lantana montevidensis (Trailing Lantana)	1 gallon	18" o.c. spacing
Myoporum parvifolium 'Putah Creek' (Myoporum)	1 gallon	24" (2' o.c. spacing)
Rosmarinus species (Rosemary)	1 gallon	48" o.c. spacing
Santolina chamaecyparissus (Lavender Cotton)	1 gallon	48" o.c. spacing
Trachelospermum jasminoides (Star Jasmine)	From and 1 gallon	18" o.c. spacing

INTERIM LANDSCAPE IN THE CALTRANS R/W - PLANT 1 GAL., ACHIEVE BEGOLENE 12" O.C. WITH 3" INNER LAYER OF DECOMPOSED GRANITE. TRANSITION TO BE IRRIGATED WITH DRIP IRRIGATION.

SIDEWALK VINE - INVISIBLE NON-SEMI-SEE-PURGE-EESONG INC.

0.25 AC	ACTINIDIA CHINENSIS	
0.25 AC	MASDEVALLIA CORNUTA	
0.25 AC	MONEMBRYSON DUBIUS	
0.25 AC	MONSTERA ADANSONII	
0.25 AC	MONSTERA DELICIOSA	
0.25 AC	OLEARIA ARGOPHYLLA	
0.25 AC	PELARGONIUM SPECIOSUM	

VINES FOR SCREENWALLS

SYMBOL	PLANT NAME	SIZE	SPACING
	Ficus pumila (Creeping fig)	1 gallon	12" o.c. spacing
	Bougainvillea (Bougainvillea) (Cascade)	1 gallon	12" o.c. spacing

VINES FOR W.I. FENCING AROUND BASIN

SYMBOL	PLANT NAME	SIZE	SPACING
	Dendrobenthamia (Red Flowering Dogwood)	5 gallon	8' o.c. spacing

NOTE: VINES ARE REQUIRED ON ALL SCREENWALLS & W.I. FENCING AROUND BASIN

MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF COVER MULCH AVAILABLE FROM MATERIALS DIST. 951-924-7266

West Ridge Commerce Center

Moreno Valley, CA

Ridge Property Trust

PRELIMINARY LANDSCAPE PLAN

NORTH

SCALE: 1" = 60' - 0"

SHEET L-1

DATE: 6-9-10

ATTACHMENT 15

MV00116315

TENTATIVE PARCEL MAP NO. 36207

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 3, 4, 5, 6 & 7 INDUSTRIE, BLOCK 35, OF MAP NO. 1 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 71, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE.

HUITT–ZOLLARS

NOVEMBER, 2010

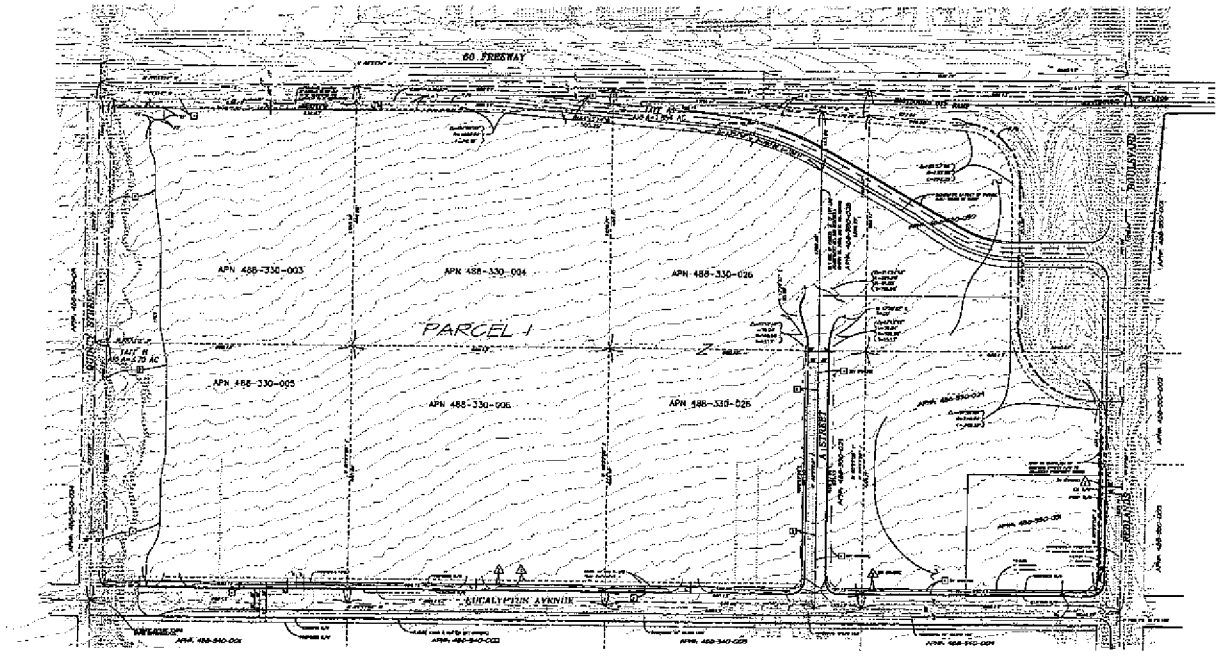

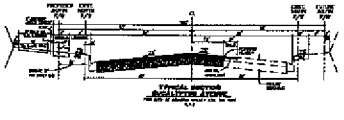

TYPICAL SECTION
EUCALYPTUS AVENUE

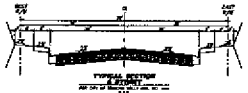

TYPICAL SECTION
A STREET

TYPICAL SECTION
MORENO BEACH DRIVE

EASEMENT NOTES

(A) EASEMENTS FOR THE PURPOSES SHOWN ON THE MAP WHICH INCLUDE, BUT ARE NOT LIMITED TO:

GRANTEE: EASTERN MUNICIPAL WATER DISTRICT
PURPOSE: WATER AND SANITARY SEWER
RECORDING: DOCUMENT NO. 1994-0000000, OFFICIAL RECORDS

PROPOSED EASEMENT

1. 17' EASEMENT FOR MULTI-USE TRAIL TO BE CITY OF MORENO VALLEY.
2. 5' EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SIDEWALK TO THE CITY OF MORENO VALLEY.

PROPOSED DEDICATION

1. DEDICATE 30' HISTORICAL STREET RIGHT-OF-WAY TO THE CITY OF MORENO VALLEY.
2. DEDICATE 30' STREET RIGHT-OF-WAY TO THE CITY OF MORENO VALLEY.
3. PLOT A DEDICATE TO BE THE CITY OF MORENO VALLEY FOR FUTURE CONSTRUCTION.
4. DEDICATE A DEDICATE TO BE A PUBLIC FOR SAFETY CHANNEL R/S. PER SEPARATE DOCUMENT.

LINE DATA		
LINE	BEARING	DISTANCE
L1	N 00°00'00" E	0.00'
L2	N 00°00'00" E	30.00'
L3	N 00°00'00" E	30.00'
L4	N 00°00'00" E	30.00'
L5	N 00°00'00" E	30.00'
L6	N 00°00'00" E	30.00'
L7	N 00°00'00" E	30.00'
L8	N 00°00'00" E	30.00'
L9	N 00°00'00" E	30.00'
L10	N 00°00'00" E	30.00'

PARCEL TABULATION TABLE	
PARCEL 1	14.00 ACRES
TOTAL	14.00 ACRES

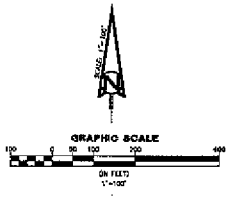

GENERAL NOTES

1. EXISTING LAND USE: VACANT
2. ADJACENT LAND USE: INDUSTRIAL, AND IS PARALLEL TO THE 60 FREEWAY, ADJACENT TO THE SOUTH, BETWEEN THE 60 FREEWAY AND EUCALYPTUS, TO THE EAST
3. GROSS LOT SIZE: 14 ACRE
4. EXISTING ZONING: IP1 PROPOSED ZONING: IP1
5. FLOOD ZONE: X PANEL NO. 06065C0765G EFF. DATE: AUGUST 28, 2008
6. PROPOSED LAND USE: LIGHT INDUSTRIAL / WAREHOUSE DISTRIBUTION
7. PROPOSED WATER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
8. PROPOSED SEWER SERVICE WILL BE PROVIDED BY: EASTERN MUNICIPAL WATER DISTRICT
9. ALL UTILITIES SHALL BE UNDERGROUNDED:
   GAS: SOUTHERN CALIFORNIA GAS COMPANY
   ELECTRIC: CITY OF MORENO VALLEY ELECTRIC UTILITY
   TELEPHONE: VERIZON TELEPHONE COMPANY
10. ALL SLOPES SHALL BE CONSTRUCTED AT A MAXIMUM RATIO OF 2:1 UNLESS OTHERWISE PERMITTED
11. ALL STREETS WILL BE CONSTRUCTED PER CITY OF MORENO VALLEY STANDARDS.
12. GRADE TOPOGRAPHY PROVIDED BY: SYDOW MAPPING INC.
13. ANY PUBLIC EASEMENT TO BE ABANDONED SHALL BE DONE ON THE PARCEL MAP.
14. AREA=14.0AC ±

PREPARED FOR OWNER/DEVELOPER
RIDGE RANCHO MORENO, LLC
[illegible]

PREPARED IN THE OFFICE OF
HUITT–ZOLLARS, INC.
[illegible]

UTILITY PROVIDERS
WATER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

GAS
SOUTHERN CALIFORNIA GAS COMPANY
[illegible]

SEWER
EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92570
(951) 928-3777

TELEPHONE
VERIZON
[illegible]
ROLLING, CA 92374

ELECTRIC
MORENO VALLEY UTILITIES
14075 PERRIS ST.
MORENO VALLEY, CA 92553
(951) 413-3500

CABLE – TV
MEDIACOM COMMUNICATIONS
[illegible]
[illegible]

LAND USE

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

EARTHWORK

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

LEGEND / ABBREVIATIONS

[illegible]	PROPOSED BOUNDARY LINE
[illegible]	PROPOSED CURB BREAK LINE
[illegible]	PROPOSED DIMENSIONS BETWEEN LINE
[illegible]	PROPOSED SEWER LINE
[illegible]	PROPOSED STORM DRAIN
[illegible]	EXISTING GAS LINE
[illegible]	EXISTING SEWER LINE
[illegible]	EXISTING STORM DRAIN
[illegible]	STORM DRAIN INLET
[illegible]	CATCH BASIN
[illegible]	[illegible]
[illegible]	EXISTING RIGHT OF WAY/SITE BOUNDARY
[illegible]	CENTERLINE
[illegible]	LOT LINE
[illegible]	FIRE HYDRANT

LEGAL DESCRIPTIONS

THE DESCRIPTIONS SHOWN BELOW HAVE BEEN CONTRACTED FROM A PRELIMINARY TITLE REPORT PROVIDED BY [illegible] COMPANY [illegible] DATED [illegible] FILE NO. [illegible] PURSUANT TO SECTION 66445(b) OF THE SUBDIVISION MAP ACT.

PARCEL 1:

LOT 2, BLOCK 35 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NORTHERLY [illegible] MINERAL RIGHTS GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 30, 1948 IN BOOK 1246, PAGE 184 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3, BLOCK 35 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, TOGETHER WITH THE SOUTH 30.00' OF EUCALYPTUS AVENUE, LYING EASTERLY AND ADJACENT TO SAID LOT 3, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT NORTHERLY [illegible] MINERAL RIGHTS GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 30, 1948 IN BOOK 1246, PAGE 184 OF OFFICIAL RECORDS.

PARCEL 3:

LOT 4, BLOCK 35 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, TOGETHER WITH THE SOUTH 30.00' OF EUCALYPTUS AVENUE, LYING EASTERLY AND ADJACENT TO SAID LOT 4, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOT 5, BLOCK 35 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, TOGETHER WITH THE SOUTH 30.00' OF EUCALYPTUS AVENUE, LYING EASTERLY AND ADJACENT TO SAID LOT 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

A PORTION OF LOTS 6 AND 7 BLOCK 35 OF REAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGE 71, OF MAPS, TOGETHER WITH THE SOUTH 30.00' OF EUCALYPTUS AVENUE, LYING EASTERLY AND ADJACENT TO SAID LOT 6, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM THE WEST PORTION OF SAID LOT 6 LYING WITHIN THE BOUNDARY OF THE PARCEL MAP, RECORDED IN BOOK 131, PAGES 1 AND 2 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

CITY CASE NO. PADS-0022

HUITT–ZOLLARS
HUITT-ZOLLARS, INC.
[illegible] STREET, SUITE 450 • ORANGE, CALIFORNIA 92868 • (949) 988-7994

DESIGNED BY: [illegible]	SHEET 1 OF 1
DRAWN BY: [illegible]	
CHECKED BY: [illegible]	DATE: [illegible]
P.O.B.	
JOB NO. [illegible]	

ATTACHMENT 16

MV00116316

West Ridge Commece Center Project

Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

Powered By GeoSmart.net

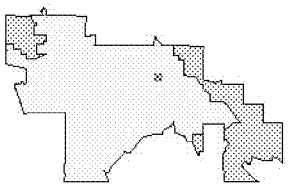

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

ATTACHMENT 17

N

0 300 600 1200ft

Printed: 5/4/2011 11:52:36 AM

MORENO VALLEY
WHERE DREAMS SOAR

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005: Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8

Industrial Site Development

Minimum Standards

Requirement	BP /II[1]	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

[1]See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.
*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

~~9~~10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)